

WORKSHOP & REGULAR MEETING OF THE TOWN COUNCIL

Tuesday, July 6, 2021 6:00 PM Little Elm Town Hall 100 W Eldorado Parkway, Little Elm, TX 75068

- 1. 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 - C. Items to be Withdrawn from Consent Agenda.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.
- 2. **Presentations.**
 - A. Present and Administer the Oath of Office for Jeremy Lukas, Council Member Place 5.

- B. Present a Proclamation to Recognize June 15, 2021, as Rare Blount's Disease Awareness Day.
- C. Present a **Certificate of Recognition to Tamia Thompson.**
- D. Present the **2020 Planning Excellence Award.**
- 3. Roll Call/Call to Order Regular Town Council Immediately Following Council Workshop.

4. 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.

5. **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 June 15, 2021, Regular Town Council Meeting.**
- B. Consider Action to Approve Ordinance No. 1619 Ordering a Special Election to be held on November 2, 2021, for the Purpose of Electing a Council Member for Place 1 to Fill an Unexpired Term Ending on May 7, 2022.
- C. Consider Action to Approve **Two Quit Claim Deeds for Approximately 3,747 square feet** and **3,881 square feet out of the Existing Pecan Lane Right-of-Way within the Southside** Acres Addition, David M. Cule Survey, A-226 Town of Little Elm, Denton County Texas.
- D. Consider Action to Approve **Ordinance No. 1615 providing for amending Chapter 102,**Article III, Entitled "Water Utilities Department"; providing for repeal of Ordinances in conflict; providing for a severability; and providing for an effective date.
- E. Consider Action to Award **Bid 2021-19 for the King Road Utility Project to Canary Construction, Inc., in an Amount Not to Exceed \$668,119.00.**
- F. Consider Action to Approve Ordinance No. 1620 Electing for the Town to Make Current Service and Prior Service Contributions to the Town's Account in the Benefit Accumulation Fund of the Texas Municipal Retirement System at the Actuarially Determined Rate of Total Employee Compensation.

- 6. Reports and Requests for Town Council Consideration.
 - A. Hold a Public Hearing, Present, Discuss, and Consider Action on Ordinance No. 1616 on a Request to Amend the Valencia on the Lake Planned Development (Planned Development Ordinance No. 1233) on Approximately 447.942 Acres of Land, Generally Located on the West Side of FM 423, Along Doe Creek Road, between Doe Branch and Panther Creek Waterways, within Little Elm's Town Limits.

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1616:

B. Hold a Public Hearing, Present, Discuss, and Consider Action on Ordinance No. 1617 on a Request to Amend Existing Planned Development-Light Industrial District (PD-LI), through Ordinance No. 890, as Amended by Ordinance No. 1563, in Order to Allow the Expansion of Existing Retractable Technologies, Inc. (RTI) Building 1, on Approximately 33.0237 Acres of Land, Generally Located on the West Side of Lobo Lane, Approximately 175 feet South of Debbie Street, within Little Elm's Town Limits.

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1617:

- C. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Retractable Technologies, Inc.**
- D. Hold a Public Hearing, Present, Discuss, and Consider Action on Ordinance No. 1618 on a Town-Initiated Request to Rezone Approximately 5.303 Acres of Land from Lakefront (LF) to Planned Development-Lakefront District (PD-LF) to Allow for the Use of an Existing Religious Facility with Modified Development Standards and Four Future Residential Lots, Generally Located on the Northwest Corner of West Eldorado Parkway and Lakefront Drive, within Little Elm's Town Limits.

Open Public Hearing: Receive Public Comments: Close Public Hearing: Take Action on Ordinance No. 1618:

- E. Present, Discuss, and Consider Action on a **Development Agreement between the Town** of Little Elm and Button United Memorial Methodist Church.
- F. Hold a Public Hearing, Present, Discuss, and Consider Action on a Request for a Specific Use Permit (SUP) to Allow for the Use of a Child Care Facility, Generally Located on the South Side of Eldorado Parkway, Approximately 589 Feet West of Hart Road, Within Little Elm's Town Limits.

Open Public Hearing:

Receive Public Comments: Close Public Hearing: Take Action to Accept Withdrawal:

G. Hold a Public Hearing, Present, Discuss, and Consider Action on a Request for a Specific Use Permit (SUP) to Allow for a Liquor Store, on Property Addressed as 1020 West Eldorado Parkway, Suite 101, Generally Located at the Southeast Corner of Eldorado Parkway and Lewis Drive, within Little Elm's Town Limits.

Open Public Hearing: Receive Public Comments: Close Public Hearing: Take Action to Accept Withdrawal:

7. 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.

8. 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.

9. **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 2nd day of July 2021 before 5:00 p.m.



Agenda Item #: 2. A.

Department: Administrative Services

Strategic Goal: Maintain operational integrity and viability

Staff Contact: Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Present and Administer the Oath of Office for Jeremy Lukas, Council Member Place 5.

DESCRIPTION:

As a result of the June 5, 2021, Runoff Election, Jeremy Lukas was elected to the position of Council Member District 5. Since he was unable to attend the June 15, 2021, meeting, Jeremy Lukas was sworn in on Wednesday, June 23, 2021 at The Rec at the Lakefront. This item is to present the Oath of Office to Jeremy Lukas for the public.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

N/A



Agenda Item #: 2. B.

Department: Administrative Services

Strategic Goal: Ensure strong relationship within the community and region

Staff Contact: Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Present a Proclamation to Recognize June 15, 2021, as Rare Blount's Disease Awareness Day.

DESCRIPTION:

This proclamation provides an opportunity to increase awareness about Blount's Disease.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Proclamation - Rare Blount's Disease



Proclamation

Whereas, there are nearly 7,000 diseases and conditions considered rare (each affecting fewer than 200,000 Americans) in the United States, according to the Natural Institutes of Health; and

Whereas, Blount's Disease is considered a Rare Disease affecting less than one percent of the population in the United States with no supporting organization and not enough research; and

Whereas, Blount's Disease is a developmental disorder characterized by abnormality growth plate in the upper part of the tibia that causes pain and can lead to deformity and arthritis issues in the future; and

Whereas, individuals affected by Blount's Disease often experience problems such as difficulty finding a medical expert and lack of access to research and treatment

Now, therefore, I, Curtis J. Cornelious, Mayor of the Town of Little Elm do hereby proclaim June 15, 2021 as

"Rare Blount's Disease Awareness Day"

in The Town of Little Elm and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

Given under my hand and Seal of the Town of Little Elm, Texas, this 6th day of July, 2021.

Curtis J. Cornelious, Mayor of Little Elm



Agenda Item #: 2. C.

Department: Administrative Services

Strategic Goal: Ensure strong relationship within the community and region

Staff Contact: Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Present a Certificate of Recognition to Tamia Thompson.

DESCRIPTION:

Tamia Thompson has been a member of the Little Elm Community almost all of her life. She graduated from Little Elm High School in 2020. In spite of a global pandemic, Tamia managed to graduate with a 4.368 GPA, received the Presidential Volunteer Service Award from 2016-2019, as well as countless other service awards. She's a tutor and mentor to several of her peers and one of her major accomplishments to date is that she received \$10.5 million in scholarships to attend college. She's currently a student at Howard University in Washington, DC, and will be headed into her second year this August. Tamia is also the President of a not-for-profit organization based here in Little Elm called The Zero Debt College Fund where she teaches strategies for getting scholarship money to kids from K-12th grade.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

N/A



Agenda Item #: 2. D.

Department: Administrative Services

Strategic Goal: Promote and expand Little Elm's identity

Staff Contact: Fred Gibbs, Director of Development Services

AGENDA ITEM:

Present the 2020 Planning Excellence Award.

DESCRIPTION:

The Certificate of Achievement for Planning Excellence is given by the American Planning Association, Texas Chapter. This award recognizes the Town of Little Elm for their professional planning standards demonstrated by the planning staff and the support exhibited by the Town Council and Planning Commission.

The Town of Little Elm has met all of the Chapter's goals for:

- Increasing awareness of professional planning;
- Recognizing Planning Departments which meet certain professional requirements;
- Enhancing neighborhood and citizen recognition of planning efforts;
- Encouraging the funding of professional training for Commissions and staff; and
- Aiding in economic development and community image.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

N/A



Agenda Item #: 5. 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 June 15, 2021, Regular Town Council Meeting.

DESCRIPTION:

The minutes from the June 15, 2021, regular Town Council meeting are attached for approval.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Minutes - June 15, 2021

DRAFT

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

REGULAR TOWN COUNCIL MEETING TUESDAY JUNE 15, 2021 - 6:00 p.m.

Present: Mayor David Hillock; Mayor Pro Tem Neil Blais; Council Member Tony Singh; Council Member

Curtis Cornelious; Council Member Nick Musteen; Council Member Lisa Norman; Council Member

Michael McClellan

Staff Joe Florentino, Assistant Town Manager; Matt Mueller, Town Manager; Chad Hyde, Director of

Present: Community Services; Deidre Hale, Human Resources Director; Doug Peach, Deputy Town Manager;

Fred Gibbs, Director of Development Services; Hayden Brodowsky, Development Services

Manager; Jason Shroyer, Director of Public Works; Jennette Espinosa, EDC Executive Director; Kate Graham, Assistant to the Town Manager; Kelly Wilson, Chief Financial Officer; Paul Rust, Fire Chief; Rebecca Hunter, Purchasing Manager; Robert Brown, Town Attorney; Rodney Harrison, Police

Chief; Salena Tittle, Planner

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

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

A. Invocation.

Josh Youngblood gave the invocation.

- **B.** Pledge to Flags.
- **C.** Items to be Withdrawn from Consent Agenda.

Mayor Hillock requested that item D for a separate discussion. Assistant Town Manager Joe Florentino gave a presentation regarding the purchase of a public safety command vehicle, specifically for special events. He stated that it is at least an 8-month build. Town Manager Matt Mueller stated this item was removed from the budget last year due to the delay in property values being received. He stated that staff had realized savings from a delay in the hiring for the dispatch services with the City of Denton, giving us the ability to purchase this vehicle.

D. Emergency Items if Posted.

None.

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

None.

F. Presentation of Monthly Updates.

None.

G. Present Certificates of Recognition to Public Works Employees for Displaying the Town's Core Value of Innovation.

Town Manager Matt Mueller and Mayor David Hillock presented certificates of recognition to public works employees for receiving additional licenses.

- **H.** Town Council to Highlight Items on the Agenda Needing Further Discussion or Comments Prior to the Regular Session.
- 2. Roll Call/Call to Order Regular Town Council Immediately Following Council Workshop.

3. 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.

Michel Hambrick, former President of Friends of the Library presented a \$4,000 scholarship to Raya Riley.

4. 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 Tony Singh, seconded by Council Member Lisa Norman *to approve the Consent Agenda*.

Vote: 7 - 0 - Unanimously

- A. Consider Action to Approve the Minutes from the June 1, 2021 Regular Town Council Meeting.
- B. Consider Action to Authorize Funds for the Annual Firework Display Expenditure with Illumination Fireworks Partners, LP, with an Estimated Annual Amount of \$75,000.

- C. Consider Action to Approve an Interlocal Agreement between the Town of Little Elm and Denton ISD to Provide Law Enforcement Services (School Resource Officers).
- D. Consider Action to Approve the Purchase of a Command Center from Farber Specialty Vehicles in the Amount of \$599,853.
- E. Consider Action to Approve Retroactive Authorization for an Emergency Generator Replacement for the Public Safety Building by Petri Electric in the Amount of \$150,961.50.
- F. Consider Action to Award a Construction Contract to CEC Facilities Group for the Installation of Electric Vehicle Charging Stations.
- G. Consider Action to Approve Resolution No. 0614202101ED Authorizing the First Amendment to Promissory Note and Loan Agreement No. 7833 and Resolving Other Matters Incident and Related Thereto.
- H. Consider Action to Approve an Amendment for Contract Services Budget Year 2020-2021 for the Economic Development Corporation.
- I. Consider Action to Approve a Proposal from McCathern, PLLC for the West Side Parcel Clean-Up in an Amount not to exceed \$50,000.
- J. Consider Action to Approve Expenditure Authority for a Professional Services Agreement with SAFEbuilt Texas, LLC. for Inspection and Plan Review Services for the Town in an Estimated Annual Amount of \$100,000.
- K. Consider Action to Approve Ordinance No. 1613 Amending the FY 2020-2021 Annual Budget in Accordance with Existing Statutory Requirements; Appropriating the Various Amounts Herein; Repealing All Prior Ordinances and Actions in Conflict Herewith; and Providing for an Effective Date.
- 5. Reports and Requests for Town Council consideration.
 - A. Present, Discuss and Consider Action on Resolution No. 0615202101 Canvassing the Returns and Declaring the Results of a Runoff Election held on Saturday, June 5, 2021, to Elect Mayor for a Three (3) Year Term and Elect One (1) Town Council Member from Place 5 for a Two (2) Year Term; Finding that All Matters Set Forth Herein are True and Correct; and Providing for an Immediate Effective Date.

Motion by Council Member Tony Singh, seconded by Mayor Pro Tem Neil Blais **to approve Resolution No. 0615202101.**

Vote: 7 - 0 - Unanimously

B. Present and Issue the Certificate of Election to Curtis J. Cornelious for Mayor and Jeremy Lukas for Council Member Place 5.

Mayor Hillock presented Curtis Cornelious with the Certificate of Election. Jeremy Lukas was not present but his certificate was also issued.

C. Present and Administer the **Statement of Officer and Oath of Office for Curtis J. Cornelious, Mayor.**

Town Secretary Caitlan Biggs administered the Statement of Officer and and Oath of Office to Curtis Cornelious.

6. Convene in Executive Session pursuant to Texas Government Code:

- Section 551.071 for private consultation with the Town Attorney to discuss the COVID-19 pandemic and municipal authority to respond to the COVID-19 outbreak and to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.
- Section 551.072 to discuss certain matters regarding real property.
- Section 551.074 of the Texas Government Code to discuss and deliberate personal matters to evaluate performance duties, of a public officer or employee(s).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

There was no executive session.

7. 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.

8. Adjourn.

Meeting was adjourned at 6:21 p.m.

Caitlan Biggs

Town Secretary

Passed and Approved this 6th day of July 2021.



Agenda Item #: 5. B.

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 Ordinance No. 1619 Ordering a Special Election to be held on November 2, 2021, for the Purpose of Electing a Council Member for Place 1 to Fill an Unexpired Term Ending on May 7, 2022.

DESCRIPTION:

As a result of the June 5, 2021, Runoff Election, a vacancy has been created in the Place 1 At-Large position. This ordinance orders a special election on November 2, 2021, to fill the unexpired term ending on May 7, 2022.

Earlier this year, the Town entered into a Joint Election Agreement and Contract for Election Services with the Denton County Elections Administrator to conduct elections within the Town. The Elections Administrator determines all polling sites for early voting and Election Day voting and coordinates with the Town for polling sites located within Town limits. As part of this ordinance, the Town designates one polling location at the Little Elm Community Center, 107 Hardwicke Lane, for both early and Election Day voting. However, the Town has the option to add additional polling sites that are not required to be listed in this ordinance. A complete list of polling locations in Denton County will be published on the Town's website as soon as it's available. Residents will be able to vote at any polling location during the early voting period but must vote at their designated precinct polling location on Election Day. For information related to voter eligibility and precincts, please visit www.votedenton.gov.

Important Dates

'	Candidate packets available at Town Hall or on the Town's website
July 17, 2021	Filing period opens
August 16, 2021	Filing period closes at 5:00 p.m.
October 4, 2021	Last day to register to vote

October 18, 2021	First day to early vote in person
October 29, 2021	Last day to early vote in person
November 2, 2021	Election Day

BUDGET IMPACT:

Funds for this election have been budgeted for in the General Fund operations.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Ordinance No. 1619

TOWN OF LITTLE ELM, TEXAS

ORDINANCE NO. 1619

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, ORDERING A SPECIAL ELECTION TO BE HELD ON NOVEMBER 2, 2021, FOR THE PURPOSE OF ELECTING A COUNCIL MEMBER FOR PLACE 1 TO FILL AN UNEXPIRED TERM ENDING ON MAY 7, 2022; PROVIDING FOR THE APPOINTMENT OF ELECTION OFFICERS; PROVIDING FOR THE DESIGNATION OF THE PLACES AND MANNER OF HOLDING SAID ELECTION: PROVIDING FOR THE DESIGNATION EARLY VOTING OF THE **POLLING** PROVIDING FOR THE DESIGNATION OF THE EARLY VOTING CLERK; PROVIDING FOR THE POSTING AND PUBLICATION OF NOTICE; PROVIDING A SEVERABILITY AND CONFLICTS CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, Section 41.001 of the Texas Election Code, as amended ("<u>Code</u>"), establishes Tuesday, November 2, 2021, as a "uniform election date" for the purposes of conducting an election within the Town of Little Elm, Texas ("**Town**"); and

WHEREAS, as a result of the Town's general and special election held on May 1, 2021, and the subsequent runoff election held on June 5, 2021, a vacancy was created in the office of Council Member Place 1, which office was for a term of less than three (3) years and the term of which office expires on May 7, 2022; and

WHEREAS, while Section 3.05 of the Town Charter requires any vacancy in the office of Mayor or Council Member to be filled by special election within one hundred twenty (120) days after such vacancy occurs, in accordance with the Texas Constitution, and the Texas Election Code, as amended, state law requires that such election take place at the next "uniform election date;" and

WHEREAS, Section 41.001 of the Code establishes Tuesday, November 2, 2021, as the next "uniform election date" for the purposes of conducting an election to fill a vacancy within the Town; and

WHEREAS, the Town has entered into a Joint Election Agreement and Contract for Election Services ("Election Services Agreement") with the Denton County Elections Administrator ("Elections Administrator") for conducting the special election within the Town, which Election Services Agreement provides, among other things, that the Elections Administrator will conduct the special election for the Town; will appoint election judges, clerks, and other election personnel; will provide voting supplies and equipment; will conduct early voting; will count and provide election returns; and will designate early voting polling site(s) and Special Election Day voting site(s) for the Town; and

WHEREAS, the Elections Administrator has determined that November 2, 2021, shall be the special election date.

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

Section 1. Findings.

The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct legislative findings and are adopted as part of this ordinance for all purposes.

Section 2. <u>Special Election Order; Special Election Date; Purpose of Special Election.</u>

A special election of the Town shall be held on November 2, 2021, between the hours of 7:00 a.m. and 7:00 p.m. at the Special Election Day voting site(s) as determined by the Elections Administrator, for the following purposes:

(1) To elect a Council Member to fill an unexpired term for Place 1, which term ends on May 7, 2022.

Section 3. Candidate Filing Deadline.

Candidates for Town Council Member for Place 1 may file with the Town Secretary of the Town of Little Elm, Texas ("<u>Town Secretary</u>"), beginning on July 17, 2021, and until 5:00 p.m. on Monday, August 16, 2021. The last date and time for a write-in candidate shall be 5:00 p.m. on August 20, 2021.

Section 4. Voting System, Ballot Propositions.

Voting on the date of the special election, and early voting therefore, shall be by the use of a lawfully approved voting system, as provided in the Election Services Agreement. The preparation of the voting equipment to be used in connection with such voting system and the official ballots for the election shall conform to the Code so as to permit the electors of the Town to vote for in a special election for a Town Council Member for Place 1. Said ballots shall have printed therein such provisions, markings, and language as may be required by law and as set forth by the Elections Administrator pursuant to the provisions of the Elections Services Agreement, and in substantially the following form and language:

SPECIAL ELECTION Town of Little Elm, Texas November 2, 2021

OFFICIAL BALLOT

Council	Member	for	Place	1

Section 5. <u>Election Precincts; Polling Places.</u>

All election precincts, early voting polling site(s), and Special Election Day polling site(s) shall be determined by the Elections Administrator pursuant to the Election Services Agreement.

Section 6. Appointment of a Presiding Election Judge, and Alternate Presiding Election Judge; Notice of Appointment.

A Presiding Judge and Alternate Presiding Judge for all designated polling places shall be appointed by the Elections Administrator, pursuant to provisions of the Election Services Agreement, and in accordance with Section 32.009 of the Code.

Section 7. Early Voting; Early Voting Polling Place(s).

Early voting shall commence at Little Elm Community Center, 107 Hardwicke Lane, Little Elm, TX 75068, on October 18, 2021 (as well as at any other polling site(s) determined by the Elections Administrator pursuant to the Election Services Agreement), and shall close on October 29, 2021. During the lawful early voting by personal appearance period (October 18 2021, through October 29, 2021), the schedule is as follows:

October 18-23	8:00 a.m. to 5:00 p.m.
October 24	11:00 a.m. to 4:00 p.m.
October 25-29	7:00 a.m. to 7:00 p.m.

Section 8. Election Compliance.

This special election shall be held in accordance with, and shall be governed by, the election laws of the State of Texas. In all Town elections, the Mayor, Town Secretary, or Town Council shall perform each act as is required to be performed, in connection with the holding and consummation of such election, and to give effect to the intent of this ordinance and all Town obligations as set forth in the Election Services Agreement.

Section 9. Voting Qualification; Voting Materials.

All registered, qualified voters of the Town shall be permitted to vote at the election. In addition, the election materials enumerated in the Code, as amended, shall be printed in English and Spanish for use at the polling places and for early voting for the election.

Section 10. Compensation for Services.

The Presiding Election Judge, Alternate Presiding Judge, and each Election Clerk shall be compensated at the rate determined by the Elections Administrator, pursuant to the provisions of the Election Services Agreement.

Section 11. Notices.

The Town Secretary is hereby ordered and directed to give notice of the special election by:

- (a) Publishing the notice of the special election at least once, not more than thirty (30) days nor less than ten (10) days before the special election in the official newspaper of the Town, or between October 3, 2021 and October 23, 2021;
- (b) Filing with the Town Secretary, a copy of the notice of the special election;
- (c) Posting a copy of the notice on the bulletin board used for posting notices of the meetings of the Town Council at least twenty-one (21) days before the special election, by October 12, 2021; and
- (d) Delivering notice of the special election to the Denton County clerk as provided in the Code, as amended.

The Town Secretary shall file with the Town Secretary a copy of the Publisher's Affidavit, which complies with the Code, as amended, that the notice was published, with the name of the newspaper and the dates of publication.

Section 12. Special Election.

In accordance with the State Constitution, the Texas Election Code, and the Charter, any vacancy that occurs in the office of Mayor or Council Member to be filled by special election within one hundred twenty (120) days after such vacancy occurs The Town may, at its option, choose to conduct any special election in conjunction with the Denton County Elections Administrator through the provisions of the Election Services Agreement.

Section 13. Severability Clause; Conflicts with Election Services Agreement.

If any word, section, article, phrase, paragraph, sentence, clause, or portion of this ordinance or application thereto to any person or circumstance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this ordinance; and the Town Council hereby declares it would have passed such remaining portions of this ordinance despite such invalidity which remaining portions shall remain in full force and effect. Additionally, it is the intent of the Town Council in adopting this ordinance to fully comply with the terms of the Election Services Agreement. Should any conflict arise between any term of this ordinance and the Town's obligations under the Election Services Agreement, it is the express intent of the Town Council that the terms of the Election Services

Agreement should control and govern the administration of the special election addressed in this ordinance.

Section 14. <u>Effective Date.</u>

This ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the Town Charter.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas this the 6^{th} day of July, 2021.

	Curtis J. Cornelious, Mayor
ATTEST:	
Caitlan Biggs, Town Secretary	
APPROVED AS TO FORM:	
Robert F. Brown, Town Attorney	



Agenda Item #: 5. C.

Department: Development Services

Strategic Goal: Provide a safe and welcoming environment for Little Elm residents and visitors

Staff Contact: Fred Gibbs, Director of Development Services

AGENDA ITEM:

Consider Action to Approve Two Quit Claim Deeds for Approximately 3,747 square feet and 3,881 square feet out of the Existing Pecan Lane Right-of-Way within the Southside Acres Addition, David M. Cule Survey, A-226 Town of Little Elm, Denton County Texas.

DESCRIPTION:

Town staff was approached by two residents that are adjacent to the subject property that is known on the plat as Pecan Lane right-of-way. They expressed interest in acquiring this property due to a number of safety concerns it poses in that area. This area isn't used as ROW and, according to our records, possibly wasn't ever dedicated to the Town during annexation. In addition, the area hasn't been maintained by the Town and hasn't been used by the public as a typical right-of-way. Many subdivisions from the 1950s and 1960s had access points much like this for the property owners on interior lots of the subdivision to access the lake. It is normal sometimes to have these outliers that don't get incorporated or annexed by a municipality. The quit claim deed process provides an avenue for the Town to convey its interest (if any in this case) to the property owners that are interested in the area described above. However, since the Town and other utility providers actively use this area, a DUE (drainage utility easement) will remain on the southern portion of ROW to allow continued use of this area as an easement.

BUDGET IMPACT:

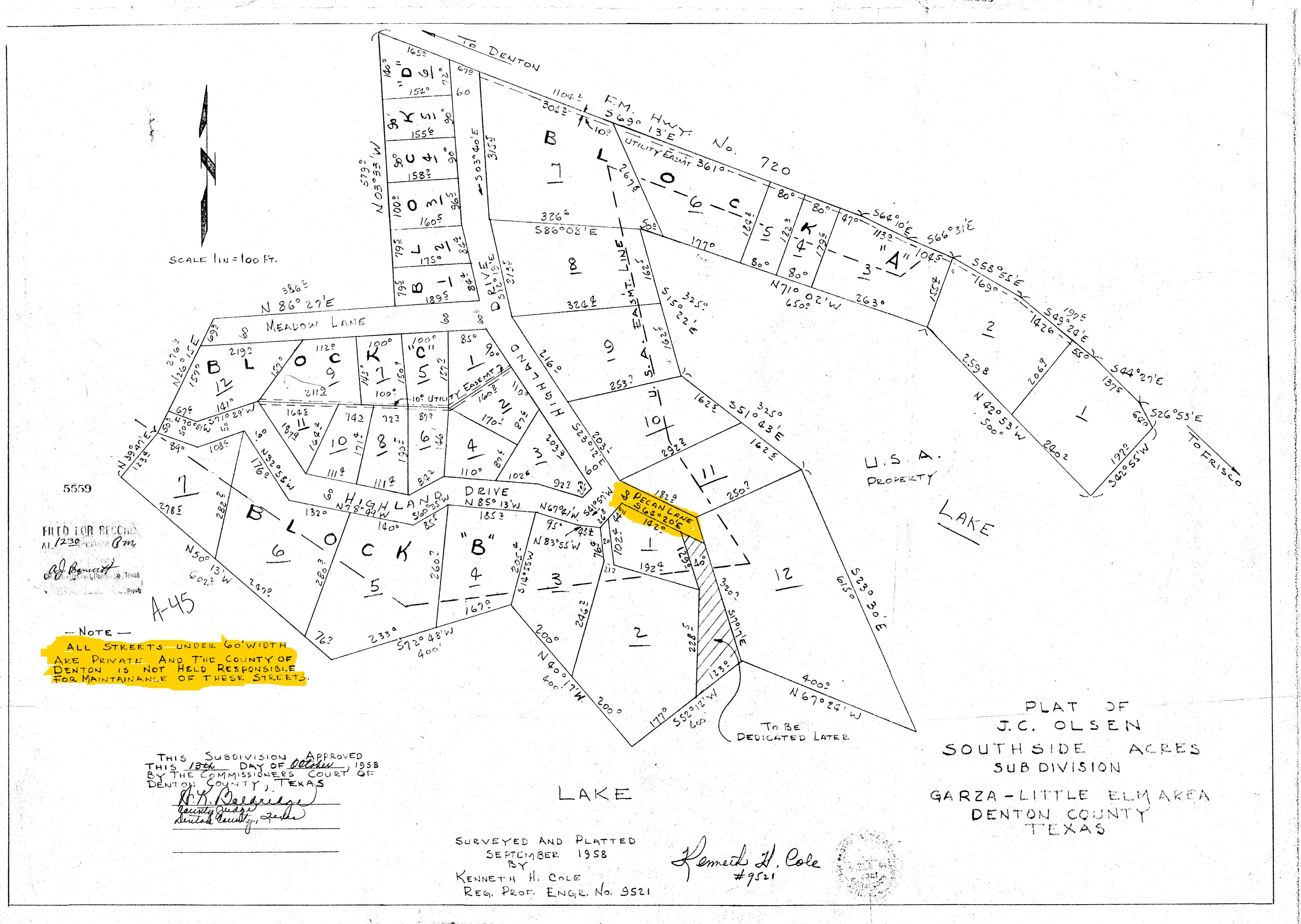
There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Southside Acres Plat Quit Claim Deed North Quit Claim Deed South



AFTER RECORDING RETURN TO: Town Secretary Town of Little Elm, Texas 100 W. Eldorado Parkway Little Elm, Texas 75068

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Quitclaim Deed (without warranty)

Date:	,	2021
-------	---	------

Grantor: Town of Little Elm, Texas

Grantor's Mailing Address:

Town of Little Elm, Texas 100 W. Eldorado Parkway Little Elm, Texas 75068 ATTN: Town Secretary

Grantee: Steven and Paula Walker

Grantee's Mailing Address:

Steven and Paula Walker 206 Highland Circle Little Elm, TX 75068

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

See Exhibit A attached hereto (3,747 square feet)

For the Consideration, Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the Property, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever, save and except any utility easements that may exist over, under or within the Property. Neither Grantor nor Grantor's heirs, successors, or assigns will have, claim, or demand any right or title to the Property or any part of it except as expressly provided herein.

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

GRANTOR:	TOWN OF LITTLE ELM, TEXAS									
	Matt Mueller, Town Manager									
	DATE:									
STATE OF TE	XAS)							
COUNTY OF I	DENTON)							
BEFOR Town Manager subscribed here consideration th	to; and ack	vn of nowle	Little Election	m, Texa	as, know	n to	me to be t	he pers	on whos	e name is
GIVEN	UNDER	MY	HAND	AND	SEAL	OF	OFFICE	this _		day of
	, 2021									
			ıblic in a				exas			

GRANTEE: Steven Walker Paula Walker By: Steven Walker DATE: _____ STATE OF TEXAS COUNTY OF DENTON BEFORE ME, the undersigned authority, on this day personally appeared Steven Walker, known to me to be the person whose name is subscribed hereto; and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of ______, 2021. Notary Public in and for the State of Texas My Commission Expires: _____ **GRANTEE:** Paula Walker By: Paula Walker DATE: _____

AGREED AND ACCEPTED:

STATE OF TE	EXAS)							
)							
COUNTY OF	DENTON)							
BEFOR known to me to executed said i		son w	hose nam	ne is sul	oscribed	heret	o; and ack	nowle	edged to me	
GIVEN	N UNDER	MY	HAND	AND	SEAL	OF	OFFICE	this		day of
	, 2021									
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EXHIBIT A

Legal Description of 3,747 Square Feet and Survey Drawing

EXHBIT 'A' – PAGE 1 OF 2 METES AND BOUNDS DESCRIPTION 3,747 SQUARE FEET

OUT OF EXISTING PECAN LANE RIGHT-OF-WAY SOUTHSIDE ACRES ADDITION IN THE DAVID M. CULE SURVEY, A-226 TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

All that certain 3,747 square feet of land, out of the existing right-of-way of Pecan Lane (called 40' R.O.W.), as dedicated by Southside Acres Addition, an addition to the Town of Little Elm, Denton County, Texas, recorded in Volume 2, Page 103, in the Plat Records of Denton County, Texas (P.R.D.C.T.), in the David M. Cule Survey, A-226, Town of Little Elm, Denton County, Texas and more particularly described by metes and bounds as follows: (All bearings shown hereon are based on the Texas Coordinate System of 1983, North Central Zone)

BEGINNING at a concrete Corps of Engineers monument stamped "E-461-6" found for the most southerly corner of Lot 11, Block B, of said Southside Acres Addition, common to the northwest corner of Lot 12, Block B, of said Southside Acres Addition, and common to a point for corner of the 2.90 acres of land described in a deed to The United States of America, recorded in Document Number 2004-104135, in the Deed Records of Denton County, Texas;

THENCE South 17° 21' 17" East – 27.41' along the west line of said Lot 12, Block B, Southside Acres Addition, common to a westerly line of said 2.90 acre tract of land, to the southeast corner of the herein described tract in the center line of said Pecan Lane;

THENCE North 64° 37' 54" West – 189.41' to the southwest corner of the herein described tract, in the east right-of-way line of Highland Circle (60' R.O.W.);

THENCE North 05° 19' 42" West – 23.42' along the east right-of-way line of said Pecan Lane, to the northwest corner of the herein described tract, common to the most westerly southwest corner of said Lot 11, Block B, Southside Acres Addition;

THENCE South 64° 37′ 54" East – 182.77′ along the south line of said Lot 11, Block B, Southside Acres Addition to the POINT OF BEGINNING and containing 3,747 square feet of land.

THIS METES AND BOUNDS DESCRIPTION IS ISSUED IN CONJUNCTION WITH THE SURVEY PREPARED BY SPRY SURVEYORS, HEREBY REFERENCED AS EXHIBIT A, PAGE 2 OF 2. THIS METES AND BOUNDS DESCRIPTION IS EXHIBIT A, PAGE 1 OF 2.

SPRY D SURVEYORS

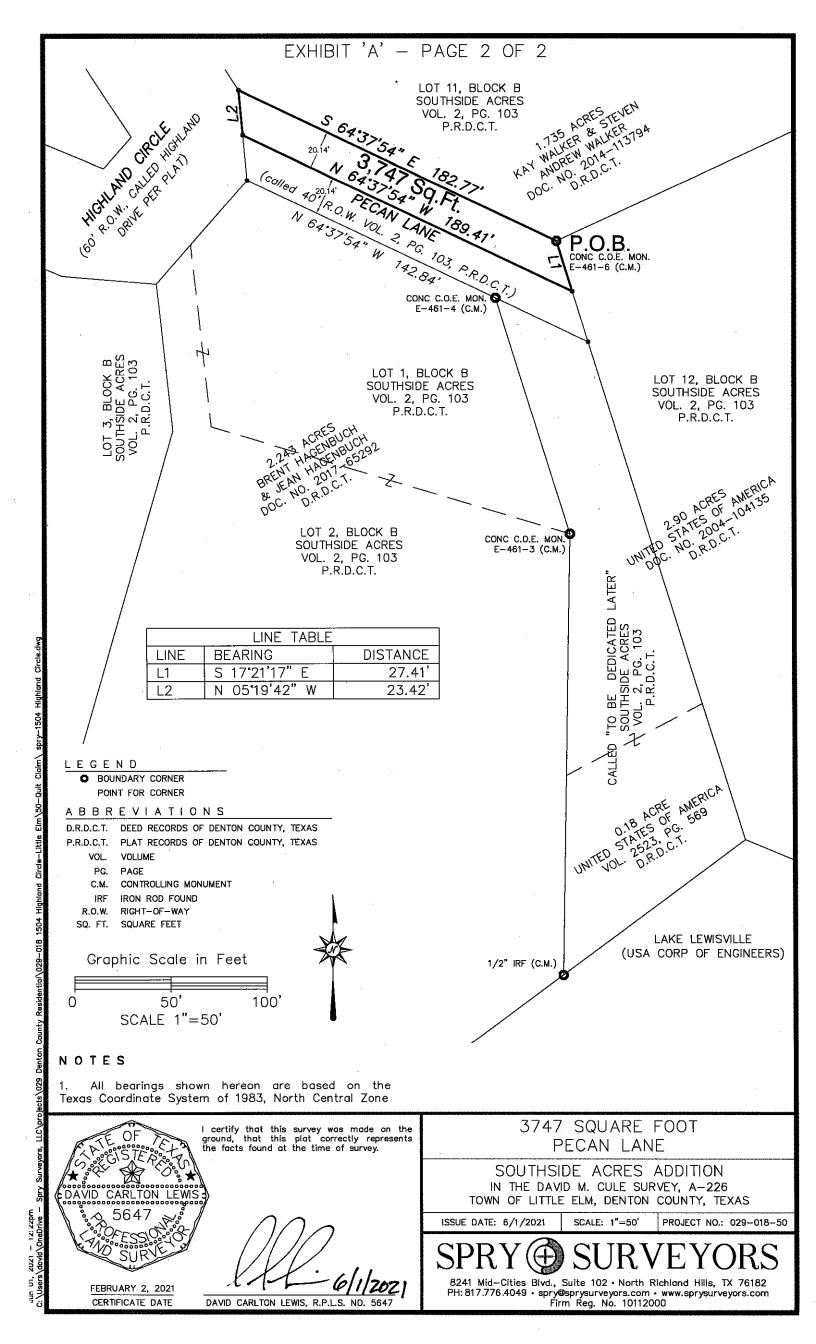
Issue Date: June 1, 2021 · Certificate Date: February 2, 2021 8241 Mid-Cities Blvd., Suite 102 · North Richland Hills, TX 76182

Firm Reg No. 10112000 · Project Number: 029-018-50 Phone 817-776-4049 · email:<u>spry@sprysurveyors.com</u>

David Lewis

DAVID CARLTON LEWIS

R.P.L.S. NO. 5647



AFTER RECORDING RETURN TO: Town Secretary Town of Little Elm, Texas 100 W. Eldorado Parkway Little Elm, Texas 75068

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Quitclaim Deed (without warranty)

Date:	, 202	1

Grantor: Town of Little Elm, Texas

Grantor's Mailing Address:

Town of Little Elm, Texas 100 W. Eldorado Parkway Little Elm, Texas 75068 ATTN: Town Secretary

Grantee: Brent Hagenbuch

Grantee's Mailing Address:

Brent Hagenbuch 1504 Highland Circle Little Elm. TX 75068

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

See Exhibit A attached hereto (3,881 square feet)

For the Consideration, Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the Property, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever, save and except any utility easements that may exist over, under or within the Property. Neither Grantor nor Grantor's heirs, successors, or assigns will have, claim, or demand any right or title to the Property or any part of it except as expressly provided herein.

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

GRANTOR:	TOWN OF LITTLE ELM, TEXAS									
	Matt Mueller, Town Manager									
	DATE:									
STATE OF TE	XAS)							
COUNTY OF I	DENTON)							
BEFOR Town Manager subscribed here consideration th	to; and ack	vn of nowle	Little Election	m, Texa	as, know	n to	me to be t	he pers	on whos	e name is
GIVEN	UNDER	MY	HAND	AND	SEAL	OF	OFFICE	this _		day of
	, 2021									
			ıblic in a				exas			

AGREED AND ACCEPTED:					
GRANTEE: Brent Hagenbuc	h				
By:					
Brent Hagenbuch					
DATE:					
STATE OF TEXAS)				
COUNTY OF DENTON)				
BEFORE ME, the un Hagenbuch, known to me to be me that he executed said instru	the person whose	name is subs	scribed here	eto; and acl	knowledged to
GIVEN UNDER MY	HAND AND	SEAL OF	OFFICE	this	day of
, 2021.					
	rublic in and for th				

EXHIBIT A

Legal Description of 3,881 Square Feet and Survey Drawing

EXHIBIT 'A' - PAGE 1 OF 3 METES AND BOUNDS DESCRIPTION 3,881 SQUARE FEET OUT OF EXISTING PECAN LANE RIGHT-OF-WAY SOUTHSIDE ACRES ADDITION IN THE DAVID M. CULE SURVEY, A-226 TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

All that certain 3,881 square feet of land, out of the existing right-of-way of Pecan Lane (called 40' R.O.W.), as dedicated by Southside Acres Addition, an addition to the Town of Little Elm, Denton County, Texas, recorded in Volume 2, Page 103, in the Plat Records of Denton County, Texas (P.R.D.C.T.), in the David M. Cule Survey, A-226, Town of Little Elm, Denton County, Texas and more particularly described by metes and bounds as follows: (All bearings shown hereon are based on the Texas Coordinate System of 1983, North Central Zone)

Commencing at a 1/2" iron rod for a southeast corner of Lot 2, Block B, of said Southside Acres Addition, common to the southwest corner of a called 0.18 acre tract of land described in the deed to The United States of America, recorded in Volume 2523, page 569, in the Deed Records of Denton County, Texas (D.R.D.C.T.), and in the north line of Lake Lewisville (The United States of America Corps of Engineers); Then North 01° 01' 58" East – 229.42' along the common line of said Lot 2, Block B, Southside Acres Addition and said 0.18 acre tract, to a concrete Corps of Engineers monument stamped "E-461-3" found for the northeast corner of said Lot 2, Block B, Southside Acres Addition, common to the southeast corner of Lot 1, Block B, of said Southside Acres Addition, and an angle corner of a 2.90 acre tract of land described in the deed to The United States of America, recorded in Document Number 2004-104135, D.R.D.C.T.; Then North 17° 21' 17" West – 128.58 along the east line of said Lot 1, Block B, Southside Acres Addition, common to a west line of said 2.90 acre tract, to a concrete Corps of Engineers monument stamped "E-461-4" found for the northeast corner of said Lot 1, Block B, Southside Acres Addition, in the south right-of-way line of said Pecan Lane and the POINT OF BEGINNING of the herein described tract;

THENCE North 64° 38' 12" West – 142.84' along the north line of said Lot 1, Block B, Southside Acres Addition, common to the south right-of-way line of said Pecan Lane, to the southwest corner of the herein described tract, common to the most northerly corner of said Lot 1, Block B, Southside Acres Addition, in the easterly right-of-way line of Highland Circle (60' R.O.W.);

THENCE North 05° 19' 42" West – 23.42' along the west line of the herein described tract, common to the east line of said Highland Circle, to the northwest corner of the herein described tract, in the centerline of said Pecan Lane;

THENCE South 64° 37' 54" East – 189.41' along the north line of the herein described tract, to the northeast corner of the herein described tract in the west line of Lot 12, Block B, of said Southside Acres Addition;

EXHIBIT 'A' - PAGE 2 OF 3

THENCE South 17° 21' 17" East – 27.41' along the west line of said Lot 12, Block B, Southside Acres Addition, to the southeast corner of the herein described tract, common to an angle corner of said 2.90 acre tract, in the west line of said Lot 12, Block B, Southside Acres Addition;

THENCE South 64° 37′ 54" West – 53.21′ along the south right-of-way line of said Pecan Lane, to the POINT OF BEGINNING and containing 3,881 square feet of land.

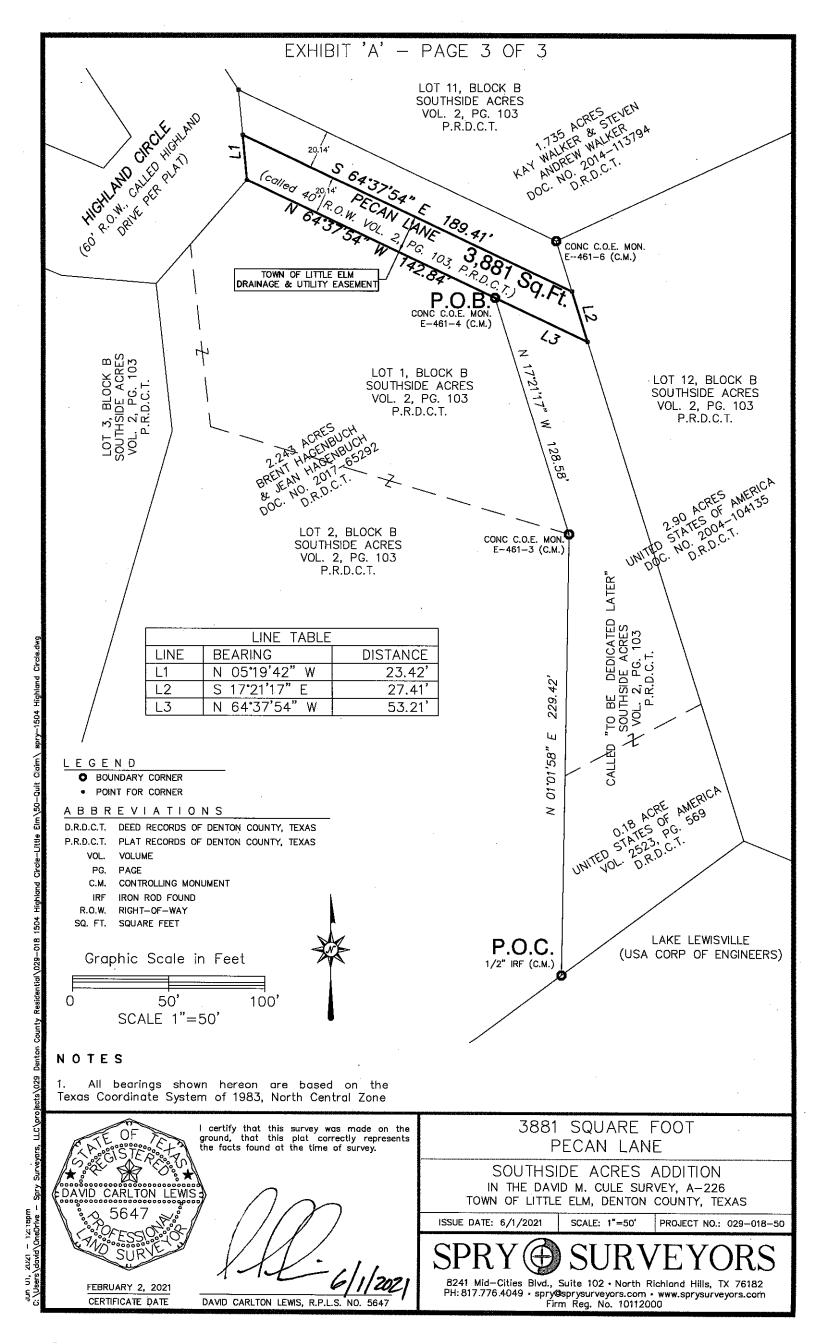
THIS METES AND BOUNDS DESCRIPTION IS ISSUED IN CONJUNCTION WITH THE SURVEY PREPARED BY SPRY SURVEYORS, HEREBY REFERENCED AS EXHIBIT A, PAGE 3 OF 3. THIS METES AND BOUNDS DESCRIPTION IS EXHIBIT A, PAGE 1 AND 2 OF 3.

SPRY SURVEYORS

Issue Date: June 1, 2021 · Certificate Date: February 2, 2021 8241 Mid-Cities Blvd., Suite 102 · North Richland Hills, TX 76182 Firm Reg No. 10112000 · Project Number: 029-018-50 Phone 817-776-4049 · email: spry@sprysurveyors.com

David Lewis

R.P.L.S. NO. 5647





Date: 07/06/2021

Agenda Item #: 5. D. **Department:** Finance

Strategic Goal: Maintain operational integrity and viability

Staff Contact: Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to Approve Ordinance No. 1615 providing for amending Chapter 102, Article III, Entitled "Water Utilities Department"; providing for repeal of Ordinances in conflict; providing for a severability; and providing for an effective date.

DESCRIPTION:

Town staff held a workshop session with Council on June 1, 2021, to discuss the proposed changes to the Water Utilities Department policies and incorporate feedback from Council for formal adoption. The Town adopted the last revision in 2017, and recommended changes are requested to clarify the Water Utilities Department Ordinance for both the utility customers and Town staff. A summary below highlights those changes:

- If the printed due date falls on a Friday, a weekend, or a legal holiday, the due date will automatically be considered to be the next business day.
- Replace the word "termination" with "disconnection".
- Clarifying what forms of identification will be accepted when establishing new service with the Town.
- With the implementation of Harmony Software, staff notifies customers once a leak is detected in the system. Staff is noticing timely repairs being made due to our alerts. Recommending that only "hidden" leaks be considered for future leak adjustments. Routine maintenance will no longer qualify for a water leak adjustment.
- All customer refunds of less than \$10.00 will not be issued a refund check unless requested in writing by the customer. The Town is utilizing the de Minimis exemption due to the high cost of issuing these lower threshold checks. This is a common practice among municipalities. This has been fully vetted with the Town Attorney's Office.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Attachments

Ordinance No. 1615 Full Code Ordinance #1615

ORDINANCE NO. 1615

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE TOWN OF LITTLE ELM, TEXAS, BY AMENDING CHAPTER 102, ARTICLE III, ENTITLED "WATER UTILITIES DEPARTMENT"; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR A SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Whereas, the Town of Little Elm (the "Town") is a home rule municipality 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 Council of the Town of Little Elm (the "Town Council") has determined that certain provisions in Chapter 102, Article III, of the Code of Ordinances of the Town of Little Elm (the "Code of Ordinances") should be amended as set forth herein and that such amendments are necessary; and

Whereas, after due deliberation and consideration, the Town Council has determined that the amendments set forth herein should be adopted, and such amendments are in the best interest of the Town.

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

Section 1: Chapter 102, Article III, of the Code of Ordinances, entitled "Water Utilities Department," is amended as set forth on Exhibit A, attached hereto and incorporated herein for all purposes.

Section 2: All ordinances or parts of Ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 3: It is hereby declared to be the intention of the Town Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are servable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clause, sentences, paragraphs, and section of this Ordinance since the same would have been enacted by that Town Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

Section 4: This Ordinance will take effect on the first day of the month of calendar month from or after its passage and the publication of the caption as the law in such case provides.

PASSED AND APPROVED this the 6th of the Town of Little Elm, Texas.	day of July, 2021, by the Town Council of
	Curtis Cornelious, Mayor
ATTEST:	
Caitlan Biggs, Town Secretary	
APPROVED AS TO FORM:	
Robert F. Brown, Town Attorney	

Exhibit A

The following provisions of Chapter 102, Article III of the Code of Ordinances, entitled "Water Utilities Department," are hereby amended (deletions/additions) as set forth below. All other provisions remain unchanged and are indicated by the notation (****) for reference.

* * * * *

Sec. 102-137. Creation of water utility and customer service departments.

* * * * *

(b) A customer service department is hereby created to be responsible for all billing and collection of fees related to water utility services and any other services that may be assigned. The head of the customer service department shall be the chief financial officer. In accordance with federal law, the customer service department shall only discuss account information with the customer listed on the account as verified by the customer service department.

Sec. 102-138. Rates, minimum charges, failure to pay.

* * * * *

- (b) Minimum bill charge. A minimum monthly fee for all services received in accordance with the rates established by the town through a separate ordinance will be charged and will not be prorated. Any customer who is currently receiving or may hereafter request and receive water utility service at any premises through one or more meters shall be charged no less than the monthly minimum rate, as adopted by separate ordinance, for each service connected to the premises. Such charges shall continue in force and effect and be collected as long as the customer receives any water utility service at the premises, provided, that such customer may request the removal of one or more such meters. If any customer requests the removal of any meter used primarily for seasonal purposes including but not limited to lawn sprinkling, watering, or pool usage, and subsequently requests that such service be restored within a 12 month period, the customer shall pay a reconnection charge. Requests for seasonal or short-term service interruptions or meter removal shall not be approved.
- (c) Failure to pay. Failure to pay the charges for water utility services shall authorize the town to discontinue all utility services to the premises and such services shall be subject to the terms and provisions pertaining to delinquency and failure to pay for water utility services. If a customer fails to reestablish service within seven days of disconnection for non-payment, the customer service department will notify the community integrity department of the potential code violation.

* * * * *

Sec. 102-141. Bills; delinquency; payment extensions; service calls; due process.

- (a) Payment generally. All charges for water utility service shall be paid on a monthly basis. The due date will be printed on the face of the water bill. Payments must be received prior to 11:59 p.m. on the printed due date to avoid a penalty. Penalties are assessed the next business day following the printed due date. If the printed due date falls on a Friday, Saturday, Sunday, or legal holiday, the due date will automatically be considered to be the next business day. Any account that has three insufficient checks posted to it within a twelve-month period will be placed on a "cash-only" basis for the next twelve-month period.
- (b) Delinquent accounts and penalty. Accounts are delinquent if payment is not received by the due date and a delinquent account will be levied a ten percent penalty on the entire amount due. The ten percent penalty may be waived at the sole discretion of the utility billing supervisor or assistant finance director; provided, however, that no more than one waiver shall be permitted during any twelve-month period for any account. If full payment is not received within ten days after the due date, water utility services will be scheduled for disconnection and a termination delinquent fee for failure to pay will be assessed. Once service has been scheduled for termination disconnection for non-payment, the termination delinquent fee is non-refundable.

* * * * *

- (d) Extension. It shall be the duty of the chief financial officer or designee, upon the failure or refusal of any person to promptly pay within ten days from the date of delinquency, any charge or charges levied and assessed under the terms of this article, to discontinue water utility services and refuse further utility service to such person until such charges are paid or satisfactory payment arrangements have been made; provided, however, upon request by the customer, the chief financial officer or designee may extend the time for payment for an additional period before discontinuing water utility services. No customer shall be allowed more than one extension for payment annually. No extension request shall be made after the termination disconnection process is has been initiated.
- (e) Service call charges. The customer shall be responsible for the payment of any charge related to separate service calls for connection and/or disconnection of service. The charges to be assessed for service calls related to the turning-on or termination disconnection of water utility services shall be established from time-to-time by separate ordinance.

* * * * *

(g) Deferred payment plan—Availability. The town may, in its sole discretion, provide a deferred payment plan to any customer who demonstrates an extreme hardship to pay the bill in full at this point-in-time. The deferred payment plan provides the opportunity for the customer to pay off the outstanding balance over the period of three months, if the following conditions are applied:

* * * * *

(4) There will be no amendments, <u>modifications</u> or <u>extensions</u> to the deferred payment plan.

* * * * *

(6) Upon approval by the town of the deferred payment plan, the customer must pay up to 50 percent of the amount currently due and outstanding total balance due. The town will agree to waive the penalties on the outstanding total balance due during the term of the deferred payment plan.

* * * * *

(h) Deferred payment plan—Restrictions. A deferred payment plan shall not be available to any customer if any one of the following conditions exists:

* * * * *

(4) The customer fails to sign and return the deferred payment plan contract; or

* * * * *

(j) Average monthly payment plan (AMPP). Any residential utility customer of the town may request to be billed for water, sewer and/or sanitation services based upon an average billing amount. AMPP is not available to commercial customers.

* * * * *

(3) *Eligibility*. In order to be eligible for average monthly payment plan (AMPP), the customer must meet the following requirements:

* * * * *

e. A customer will not be eligible to enroll if the customer's account history reflects any NSF checks, late payments (or penalties) or termination disconnection of service within the preceding 12-month period.

* * * * *

Sec. 102-143. Application for water utility service required; proof of tenancy.

(a) Application required. Any owner or occupant of property desiring water utility service shall contact the customer service department to establish service. An owner or applicant shall not use any water utility service, nor shall such service be rendered until an account is established and any necessary fees are paid to and received by the customer service department. Each Aapplicant agrees that upon completion of the application process and payment of application fee, the applicant will be responsible to the water utility department for all charges for services provided and further agrees that the applicant will abide by all provisions of this article and other ordinances of

the town relating to such service. No connection to the water utility system shall be permitted until an application is approved by the customer service department. Each applicant must provide an acceptable form of identification as determined by the customer service department in its sole discretion. Acceptable forms of identification include, but shall not be limited to, a state-issued driver license; a federal or state-issued identification card; a U.S. passport; a U.S. Citizen identification card; a U.S. military identification card; an unexpired Department of Homeland Security issued employment authorization document or permanent resident card or travel document; or a Form I-94 accompanied by a foreign passport or visa.

* * * * *

Sec. 102-145. Utility deposit required; increase in deposit; accounting for deposits; bankruptcies.

- (a) Customer deposit required. A deposit for water utility services shall be made with the customer service department of the town at the time of establishing an account for water utility services, the minimum amount of which shall be established by separate ordinance for each customer class. If solid waste service is the only utility service being requested, a deposit and application fee shall be required in accordance with the town's ordinances for each class of customer.
- (b) Request for additional deposit. If a customer's water utility service is discontinued for non-payment, pursuant to the provisions of this article, three or more times in any consecutive 12-month period, the chief financial officer, or designee, shall require the customer to provide additional security in the amount of twice the normal deposit one-sixth the average annual billing (two-month average).

* * * * *

(f) Refunding deposits. Any deposit on file with the utility department shall be applied to the customer's final bill, and a check will be issued for any remaining balance in excess of \$10. The refund check will be sent to the mailing address on file for the account. If the remaining deposit for the account is \$10 or less, a check will be issued upon the customer's written request.

* * * * *

Sec. 102-149. Owners of property to give notice of vacancy.

An account holder and/or owner of property to which water utility service is furnished by the water utility department shall give notice on the next business day when the property becomes vacant or when vacant property becomes occupied by a new owner or tenant. Any water utility services provided shall remain the responsibility of the account holder until such time as a new account is established at the address. Failure to pay for water utility services may will result in termination disconnection of service.

Sec. 102-150. Unlawful use of water; prima facie evidence.

- (a) No person shall.
 - (1) Disrupt service. Prevent water from passing through a meter which is used by the water utility department to supply water to a customer;
 - (2) *Meter tampering*. Prevent a meter used by the water utility department from registering the quantity of water supplied to a customer, or interfere with the proper and accurate registration upon a meter used by the water utility department of the amount of water supplied to a customer;
 - (3) *Line tampering*. Divert water, by the use of any device, from a pipe or pipes of the water utility department;
 - (4) Refuse to return meter. Refuse to deliver any meter or other appliance of the water utility department, in the person's possession, custody, or control, to the water utility department upon request of the public works director, or designee.
 - (5) *Illegal tap*. Tap or connect with the water utility department, or turn on the water from such waterworks, without first having obtained permission to do so from the water utility department, or interfere with any water meter, service, main, standpipe or any other water utility property.
 - (6) Restoration of service. No person shall rRestore residential water service to a meter that has been terminated by the town for failure to pay. An offense under this article shall be prosecuted in accordance with the Texas Code of Criminal Procedure and/or the Texas Penal Code, both as amended.
 - (7) Equipment tampering. Tamper, connect to, or alter any component of the town's water system including valves, meters, meter boxes, lids, hydrants, line, pump stations, ground storage tanks, and elevated storage tanks.
 - (8) False report. Make or cause a false report of a water meter reading.

* * * * *

Sec. 102-161. Shutting-off and turning-on of water.

- (a) The water utility department may, at any time, order the water termination disconnection to any premises connected to the town mains for repairs, extensions or other necessary purposes. The water utility department will use reasonable efforts to notify customers in advance unless an emergency exists.
- (b) The water utility department will not turn a customer's water on unless there is an adult occupant present at the residence and visually confirmed by an employee of the water utility department. Appointments to turn water on shall be scheduled in advance. The water utility department will make use its best efforts to contact the customer in advance of arriving at the time scheduled time to turn the water on. In extreme cases, customers listed on the established account are authorized to sign a Town of Little

- Elm Utility Release of Liability Waiver Form and with proper identification, authorizing the town to restore water service in the absence of the account holder being present. A signed waiver is valid for a single occurrence.
- (c) No person unless authorized by the water utility department or customer service department shall connect, disconnect, alter, move or tamper with the meter or meter box.

* * * * *

Sec. 102-163. Inspections; right of access for town employees; identification badges and credentials of employees.

- (a) Right of access. Any officer, inspector, foreman or authorized employee of the water utility department shall, upon presentation of an identification badge or other credentials, will have free access at all reasonable hours to the exterior of any premises or any public premises supplied with water utility services for the purpose of making necessary repairs or an inspection thereof or for reading meters. Access shall include the right to enter the premises or any building on the premises during reasonable business hours. In addition, an authorized employee shall have the right to make inspections of all service pipes, connections, utilities or fixtures installed for the purpose of receiving water utility services.
- (b) Failure to comply. In case any such If an authorized employee shall be hindered or prevented in from making such examination access or entry, the water utility department shall pursue any available remedy under the law and may cause the water to be turned off from to such premises without notice to such owner or occupant of such premises. In addition, an authorized employee of the town shall make inspections of all service pipes, connections, utilities or fixtures installed for the purpose of receiving water utility services, and in event same shall not be approved, the water utility department shall or refuse or discontinue water utility service to such premises.

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Sec. 102-165. Inspection and verification of meter reading; adjustment of customer's utility account.

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(c) Water charge adjustments. The chief financial officer or designee may approve an adjustment to a residential customer's water usage charge. Adjustments are subject to the following conditions:

Adjustments to the water usage charge will be based on "historical usage" of the customer, which shall reflect seasonal or other historical patterns. If the customer does not have at least four previous bills to establish historical usage, then the adjustment will be based on available data.

The customer is responsible for all water that flows through the meter. As an inducement for timely repair, the customer may be offered a credit for a portion of the charges that result from the leak. This process is extended as a courtesy to customers and is not an entitlement.

(1) Adjustments will only be made to residential customer accounts where the premises are occupied - not for commercial use.

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(3) Adjustments related to winter averaging rate:

- a. The water utility department will review the prior year winter averaging rate as long as the new water usage is consistent with historical usage.
- b. If consumption has increased overall from year to year, the water utility department will compare readings before and after the winter averaging period and use the readings to create a new three-month winter averaging rate.

Criteria for adjustment:

(1) Any customer who received a water bill for any given month that is computed on the basis of a quantity greater than 10,001 gallons of the average monthly quantity (hereinafter defined) applicable to such customer, may request an adjustment of the bill in the manner provided in this article; provided that for any given residential customer, only one (1) such monthly bill out of billing cycle may be adjusted in any series of 24 consecutive monthly bills may be adjusted. Average monthly quantity means the average monthly consumption based upon a twelve-month consumption period. If the customer does not have at least twelve months of consumption history, then the average monthly consumption will be based on the available months of consumption. If the customer does not have at any consumption history, the town-wide average of 6,000 gallons will be used as the average monthly consumption.

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(3) The town will only consider adjustments for hidden leaks. Hidden leaks mean any leak of a water pipe or water line caused by deterioration, corrosion, natural forces or other similar cause which is not immediately and reasonably detectable from the surface of the ground. Hidden leaks shall not include any leak of a customer's fixtures, appliances, or equipment, including without limitation, sprinkler systems, washing machines, water heaters, lavatories, toilets, or pool lines.

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TOWN OF LITTLE ELM – CODE OF ORDINANCE #1615 AMENDING CHAPTER 102, ARTICLE II ADOPTED: July 6, 2021

Sec. 102-137. - Creation of water utility and customer service departments.

- (a) A Water Utility Department is hereby created to be responsible for the water utility services of the town. The head of the water utility department shall be the public works director.
- (b) A Customer Service Department is hereby created to be responsible for all billing and collection of fees related to water utility services and any other services that may be assigned. The head of the customer service department shall be the chief financial officer. In accordance with federal law, the customer service department shall only discuss account information with the customer listed on the account as verified by the customer service department.

Sec. 102-138. - Rates, minimum charges, failure to pay.

- (a) *Utility rates*. The rates, criteria and related charges, established from time to time by separate ordinance, shall be collected for water utility services furnished by the town, through the customer service department.
- (b) Minimum bill charge. A minimum monthly fee for all services received in accordance with the rates established by the town through a separate ordinance will be charged and will not be prorated. Any customer who is currently receiving or may hereafter request and receive water utility service at any premises through one or more meters shall be charged no less than the monthly minimum rate, as adopted by separate ordinance, for each service connected to the premises. Such charges shall continue in force and effect and be collected as long as the customer receives any water utility service at the premises, provided, that such customer may request the removal of one or more such meters. Requests for seasonal or short-term service interruptions or meter removal shall not be approved.
- (c) Failure to pay. Failure to pay the charges for water utility services shall authorize the town to discontinue all utility services to the premises and such services shall be subject to the terms and provisions pertaining to delinquency and failure to pay for water utility services. If a customer fails to reestablish service within seven days of disconnection for non-payment, the customer service department will notify the community integrity department of the potential code violation.

Sec. 102-139. - Joint users; moving to different locations.

- (a) Joint users. Where water is supplied to more than one family or occupant through a single service account, the town will not undertake to apportion the charges for such use of water among the owners, occupants or families; but the bill for such use of water will be charged against the owner or occupant in whose name the account stands. Unpaid bills will be cause for refusing service to the same account holder until the amount past due is paid.
- (b) Customer relocation. Any customer who is liable to the town for past due water utility services at one or more locations, and, is thereafter located using water at another service address, shall not be eligible to receive water utility services at the new service address until such past due amounts have been paid. In the event a customer receives water utility services and there exists any amounts due for service furnished at any previous locations, any such amounts shall be transferred to the customer's account at the new service address and the water utility services shall be discontinued at the new service address until all past due amounts are paid.
- (c) Customer responsible for all usage. Should any person move into any premises supplied with water from the town and use water utility services, without making an application and paying any applicable costs or fees in the manner provided herein, then such person(s) shall become responsible for all water used and/or sewer services utilized from the date of the last recorded reading and the failure to pay same shall be cause for disconnecting such service until the amount due is paid.

Sec. 102-140. - Determination of size and type of meter service.

The public works director, or designee, shall determine the size, type and number of meters and services to be installed and/or used for any water utility services to any building or division of space in a building or property subdivision.

Sec. 102-141. - Bills; delinquency; payment extensions; service calls; due process.

- (a) Payment generally. All charges for water utility service shall be paid on a monthly basis. The due date will be printed on the face of the water bill. Payments must be received prior to 11:59 p.m. on the printed due date to avoid a penalty. Penalties are assessed the next business day following the printed due date. If the printed due date falls on a Friday, Saturday, Sunday, or legal holiday, the due date will automatically be considered to be the next business day. Any account that has three insufficient checks posted to it within a twelve-month period will be placed on a "cash-only" basis for the next twelve-month period.
- (b) Delinquent accounts and penalty. Accounts are delinquent if payment is not received by the due date and a delinquent account will be levied a ten percent penalty on the entire amount due. The ten percent penalty may be waived at the sole discretion of the utility billing supervisor or assistant finance director; provided, however, that no more than one waiver shall be permitted during any twelve-month period for any account. If full payment is not received within ten days after the due date, water utility services will be scheduled for disconnection and a delinquent fee for failure to pay will be assessed. Once service has been scheduled for disconnection for non-payment, the delinquent fee is non-refundable.
- (c) Failure to receive bill. All bills shall be considered rendered when sent to the customer by the customer service department. Failure to receive any such bill by a customer shall not relieve such customer of the duty and necessity of paying for water utility services furnished under the terms of this article.
- (d) Due Date Extension. It shall be the duty of the chief financial officer or designee, upon the failure or refusal of any person to promptly pay within ten (10) days from the date of delinquency, any charge or charges levied and assessed under the terms of this article, to discontinue water utility services and refuse further utility service to such person until such charges are paid or satisfactory payment arrangements have been made; provided, however, upon request by the customer, the chief financial officer or designee may extend the time for payment for an additional period before discontinuing water utility services. No customer shall be allowed more than one extension for payment annually. No extension request shall be made after the disconnection process has been initiated.
- (e) Service call charges. The customer shall be responsible for the payment of any charge related to separate service calls for connection and/or disconnection of service. The charges to be assessed for service calls related to the turning-on or disconnection of water utility services shall be established from time-to-time by separate ordinance.
- (f) Customer entitled to due process. Before a customer's water utility services shall be terminated for failure to pay, the customer shall be entitled to adequate notice and due process procedures. Due process shall include, but not be limited to, (1) written notice delivered to the customer in a timely manner that shall state the reasons for such discontinuance of service and the date for which service shall be discontinued; and (2) an opportunity for an informal hearing before service is so terminated by the town. The opportunity for hearing shall be an informal consultation with the town manager, or designee; who has the full authority to resolve the dispute and cancel the disconnection of service if it is determined there is a fair and justifiable reason for doing so. The burden for requesting a hearing shall be on the customer. At no time shall the town, or its representatives, be permitted to arbitrarily withhold or discontinue essential water utility services without a valid reason.
- (g) Deferred payment plan-availability. The town may, in its sole discretion, provide a Deferred Payment Plan to any customer who demonstrates an extreme hardship to pay the bill in full at this

point-in-time. The Deferred Payment Plan provides the opportunity for the customer to pay off the outstanding balance over the period of three (3) months, if the following conditions are applied:

- 1) The customer requests the Deferred Payment Plan and provides an explanation for the need for deferred payment.
- 2) The customer signs a written Deferred Payment Plan specifying the amount and payment schedule for the deferred payments.
- 3) Only one Deferred Payment Plan will be allowed for a customer for any twenty-four (24) month period from the date a prior Deferred Payment Plan was paid in full.
- 4) There will be no amendments, modifications or extensions to the Deferred Payment Plan.
- 5) The customer must remain current on all subsequent water utility bills.
- 6) Upon approval by the town of the Deferred Payment Plan, the customer must pay up to fifty percent (50%) of the total balance due. The town will agree to waive the penalties on the total balance due during the term of the Deferred Payment Plan.
- 7) The customer must pay the balance of the utility bills subject to the Deferred Payment Plan prior to the first utility bill due date after approval of the Deferred Payment Plan by the town, except that the town may, upon request from the customer and under unusual or special circumstances only, extend the final Deferred Payment Plan payment date for a period not to exceed three (3) months.
- 8) The town will charge an application processing fee to each Deferred Payment Plan implemented in accordance with the adopted fee schedule. These fees must be paid in cash at the time of the Deferred Payment Plan request.
- (h) Deferred payment plan-restrictions. A Deferred Payment Plan shall not be available to any customer if any one of the following conditions exists:
 - 1) The customer has previously participated in a Deferred Payment Plan with the town within the past twenty-four (24) months. (The calculation of the twenty-four (24) months begin on the date any prior Deferred Payment Plan was paid in full); or
 - 2) The utility bills for which the customer has requested the Deferred Payment Plan are a result of meter tampering, theft or diversion of services, or willful damage to town property; or
 - 3) The customer paid with a non-sufficient fund ("NSF") check or a check was returned to the town as a result of a closed account; or
 - 4) The customer fails to sign the Deferred Payment Plan contract; or
 - 5) The customer fails to pay the required application processing fee prior to the implementation of the contract; or
 - 6) The chief financial officer has the discretion to waive any of these restrictions on a case by case basis if waiver is determined to be in the best interest of the town;
 - (i) Deferred payment plan-disconnection. The town may immediately disconnect service to any customer who fails to comply with the terms and conditions of a Deferred Payment Plan.
 - (i) Average Monthly Payment Plan (AMPP).

Any residential utility customer of the town may request to be billed for water, sewer and or sanitation services based upon an average billing amount. AMPP is not available to commercial customers.

Mutual Agreement.

AMPP billing is optional to the Customer but subject to the town's approval in each case. AMPP billing allows the customer to have each monthly bill based upon a twelve (12) month usage average for water

utility service. AMPP billing may not be used to defer payment of a customer's delinquent water bill. AMPP billings may be advantageous to customers who experience wide variations in their monthly water utility billings.

Customer's Obligation.

Notwithstanding anything in this Section 102-141 to the contrary, a Customer entering into an AMPP agreement with the town shall be obligated to pay for the total amount of water utility service charges that would be applicable to the customer in absence of any AMPP billing plan or billing agreement. The AMPP does not relieve a customer of any obligation to pay based upon actual billing units (e.g., gallons metered to the customer).

<u>Eligibility</u> - In order to be eligible for Average Monthly Payment Plan (AMPP), the customer must meet the following requirements:

- 1. In the most recent twelve (12) months, the customer must have occupied the service address location, been continuously connected to the town's water system, and had a satisfactory payment history during such period;
- 2. All bills, including the current bill for water utility service, must have been paid so that no amounts are due on the account;
- 3. The customer, must sign and deliver to the town the AMPP, in form and substance acceptable to the town:
- 4. All payments made under the AMPP, must be made by automatic bank draft;
- A customer will not be eligible to enroll if the customer's account history reflects any NSF checks, late payments (or penalties) or disconnection of service within the preceding twelve (12) month period.

Termination of Average Monthly Payment Plan.

AMPP will continue until terminated. AMPP may be terminated at any time by either the customer or the town. If AMPP is terminated, any balance owed to the town will become due and payable immediately. A credit balance due to the customer will be applied to future billings. At the time the AMPP is terminated, the customer will be placed on a regular method of billing and will not be permitted to re-enroll for at least eighteen (18) months.

If a customer fails to pay when due the amount of any AMPP billing, or at any time no longer remains eligible per the terms above, the town may at its option terminate AMPP billing and any balance owed to the town will become due and payable.

AMPP - Monthly Billing Calculation.

A customer's monthly payments under an AMPP billing plan will be based on a formula for determining the average monthly payment. The AMPP bill amount will change monthly as the rolling twelve (12) month average of actual billing changes. A minimum of twelve (12) months of billing history for the customer at the service location that is the subject of the AMPP billing plan is required.

The town reserves the right to periodically review the AMPP billing payment amount and adjust such amount as needed due to changes in rates, weather, usage, etc. The town shall provide the customer reasonable notice of any changes in the AMPP billing payment amount.

(k) Town's rights. The town shall have the right to provide information to any commercial credit agency or organization with respect to any customer's disconnection of service for failure to pay any portion of customer's bill or bills. The town shall have the right to provide credit information to credit

bureaus, credit reporting services, and other utilities. The credit information may include, but shall not be limited to a customer's payment history and status of unpaid bills for the town's utility services.

Sec. 102-142. - Meters to be read monthly; estimated water usage when meters cannot be read.

- (a) *Meter reads.* All meters, as nearly as possible, shall be read once a month and bills rendered by the customer service department accordingly.
- (b) Estimated consumption. An estimate of the quantity of water delivered to the premises shall be made under any of the following circumstances:
 - (1) Obstruction of meter. The meter reader is unable to procure a reading of the meter because access to the meter is obstructed in any manner, or entrance to the premises is made hazardous by an animal or otherwise.
 - (2) Failure to locate. The meter cannot be located by the meter reader.
 - (3) Malfunction. The meter does not properly function or is otherwise defective.
 - (4) Adverse conditions. Adverse weather or acts of God prevent the reading of the meter.
 - (5) Delayed read. A meter reading is not available to the customer service department at the time of preparing the monthly bill for the customer for any other reason.
- (c) Estimate on past consumption. An estimate shall be based on past consumption experience at the premises adjusted for seasonal consumption or in the event of no past experience then upon consumption of the same class under similar conditions.
- (d) Customer responsible for bill. The customer shall pay the amount of the bill rendered; except, in the event an estimated bill is excessive and found to be in error by the customer service department or the actual meter reading has been obtained.
- (e) Credits and adjustments. Billing credits or adjustments shall be made to the customer's account upon the final determination of consumption based on an actual meter readings or as otherwise determined in accordance with another subsection above if actual meter readings are not available.
- (f) Interruption of service. If a customer requests discontinuance of service at an address with uninterrupted service for a period of time so short that the only bill for service rendered would be the final bill, such billing will be computed as though service had been furnished for a full month.

Sec. 102-143. - Application for water utility service required; proof of tenancy.

- (a) Application required. Any owner or occupant of property desiring water utility service shall contact the Customer Service Department to establish service. An owner or applicant shall not use any water utility service, nor shall such service be rendered until an account is established and any necessary fees are paid to and received by the customer service department. Each applicant agrees that upon completion of the application process and payment of application fee, the applicant will be responsible to the water utility department for all charges for services provided and further agrees that the applicant will abide by all provisions of this article and other ordinances of the town relating to such service. No connection to the water utility system shall be permitted until an application is approved by the customer service department. Each applicant must provide an acceptable form of identification as determined by the customer service department in its sole discretion. Acceptable forms of identification include, but shall not be limited to, a state-issued driver license; a federal or state-issued identification card; a U.S. passport; a U.S. Citizen identification card; a U.S. military identification card; an unexpired Department of Homeland Security issued employment authorization document or permanent resident card or travel document; or a Form I-94 accompanied by a foreign passport or visa.
- (b) Discontinuance of service. If the application, together with the required application fee and deposit, is not received by the Customer Service Department within the time established by the chief financial

- officer from the date the application for service was made by telephone, or in person, service covered by the application shall be discontinued until application and deposit are made in person by the applicant. A charge, as established by separate ordinance, shall be assessed for any service call to terminate the customer's water utility service.
- (c) Proof of tenancy. An applicant or customer shall, upon request of the customer service department, furnish proper identification, together with all information regarding the service address, including ownership, tenancy, or relationship of applicant or customer to other present or former customers of the Water Utility Department at the service address. In the event such information is not furnished, service to the applicant and/or the service address shall be denied or discontinued. A charge, as established by separate ordinance, shall be assessed for a service call to terminate the customer's water utility service for failure to submit required information.
- (d) False statement. No person or business shall make a false or misleading statement in an application to the town for water utility services and upon a finding of a misrepresentation in an application; the town shall discontinue water services in addition to any other remedies.
- (e) Transfer services from residence to residence. The customer's new account will be charged an application processing fee at the rate established by ordinance for each account transfer. The deposit on the old account will be transferred to the new account.

Sec. 102-144. - Residence or place of business for which application accepted deemed bona fide address of customer; penalty.

- (a) Bona fide address of customer. Where an application is accepted for water utility service, for business or residential purposes, it shall be considered the bona fide residence or business of the customer and should water utility services be discontinued for nonpayment of bills or for other infractions of this article, no new application will be accepted from the owner, agent or any other person to continue service at such place under any other name, so long as such place is occupied by the original customer as the bona fide residence or place of business of same, until all bills and penalties, damage to waterworks equipment and other service charges have been paid in full or some form of agreement has been reached.
- (b) Tenant responsibility of applicant. Should water utility services be furnished by an applicant for water utility service to a tenant, it shall be considered additional service to the original applicant for water utility service and the provisions hereof apply in the same manner.

Sec. 102-145. - Utility deposit required; increase in deposit; accounting for deposits; bankruptcies.

- (a) Customer deposit required. A deposit for water utility services shall be made with the customer service department of the town at the time of establishing an account for water utility services, the minimum amount of which shall be established by separate ordinance for each customer class. If solid waste service is the only utility service being requested, a deposit and application fee shall be required in accordance with the town's ordinances for each class of customer.
- (b) Request for additional deposit. If a customer's water utility service is discontinued for non-payment, pursuant to the provisions of this article, three or more times in any consecutive 12-month period, the chief financial officer, or designee, shall require the customer to provide additional security in the amount of 1/6 the average annual billing (2 month average).
- (c) Accounting for deposits. Any and all sums of money collected, or hereafter collected as a cash deposit securing the town against losses that may be sustained when a customer discontinues water utility service shall be deposited in a special fund, or accounted for as restricted, to be used for the payment or adjustment of final amounts due the town for water utility service when an account is being closed; provided, however, that such funds or deposits may be invested by the town or used as working capital for the making of permanent improvements in the water utility department, but such funds shall never be reduced to a point where the current adjustments or closing of accounts cannot be met. The chief financial officer or designee, shall keep an accurate record of depositors and amounts deposited; they shall make or cause to be made a monthly statement of deposits

- received, refunds made, and the monthly balance of cash on hand and on deposit to the credit of the special fund for deposits.
- (d) Effect of bankruptcy. If any customer becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors, the town shall apply the customer's deposit to offset any outstanding bill. In the event a customer has a past due balance or is not current on a bill, upon receipt of official notice of bankruptcy, the customer's account shall be closed and any deposit applied to the outstanding balance, all amounts remaining on the account shall be held in abeyance until the bankruptcy is dissolved. If the customer's account is closed due to bankruptcy, the customer may apply for a new water utility service account while said bankruptcy is pending; however, the customer service department shall only initiate a new service account for the customer upon payment of a new deposit.
- (e) Transfer of deposit. Any deposit made under the provisions of this section for water utility service at the service address shown on the original application, may be transferred by the chief financial officer or designee, to any other service address within the corporate town limits at the written or oral request of the customer.
- (f) Refunding deposits. Any deposit on file with the utility department shall be applied to the customer's final bill, and a check will be issued for any remaining balance in excess of \$10. The refund check will be sent to the mailing address on file for the account. If the remaining deposit for the account is \$10 or less, a check will be issued upon the customer's written request.

Sec. 102-146. - Water used in construction charged to property owner; non-payment of charges.

- (a) Construction utility charges. Where water utility service is used in the construction or repair of property, such water utility service shall be charged against the owner of the property. Where such water utility service has not been turned on by the water utility department for use on the premises, such water utility service shall not be turned on until all appropriate charges are paid. Where water utility service is already turned on, and where such charges are not paid, it shall be turned off in the same manner as it may be turned off for any other delinquency in payment.
- (b) Additional use after service discontinued. Where water utility service has been discontinued by the water utility department and it is subsequently found that additional water utility service has been used, and where an application has not been made, the service shall be charged against the previous account holder and/or owner of the property and service shall not be turned on for a new applicant until payment is made or agreed to for the water utility service used. Where it is determined that the property was occupied without an application, the water used may be charged to the new occupant.

Sec. 102-147. - Permission of consumer to be secured before using water; Notice to department; use before filing of application for service.

Where water utility service is furnished to any premises through a meter, it shall hereafter be unlawful for any person engaged in any work of public improvement, or work of any character, or for any other reason, to take water from any hydrant or water connection without first having secured the consent of, and made arrangements with, the person to whom the water is being furnished on such premises by the town, and in each instance that water is so used, the person using the same shall immediately give written notice thereof to the town stating therein the premises from which water utility service was secured and the approximate amount used. It shall be unlawful for any person to use water from any service connection until application for such service shall have been filed as hereinabove provided.

Sec. 102-148. - Necessity for notice to discontinue service.

All rates and charges for service to a customer's premises shall accrue and be charged against the customer's account until such time as written or oral notice, given by the customer or duly authorized agent, to discontinue all service to the customer's premises, is received by the customer service department; except that where service is supplied through more than one meter to a customer at the

same premises, the customer may, upon written notice to the customer service department, permanently discontinue the service through one of the meters and thereafter be billed on the basis of the remaining services and meters. Upon receipt of written notice of such permanent discontinuance, the water utility department will remove the applicable meter and service. Such combining of service shall comply with the other provisions of this article. Any service so discontinued will be restored only at the expense of the customer.

Sec. 102-149. - Owners of property to give notice of vacancy.

An account holder and/or owner of property to which water utility service is furnished by the water utility department shall give notice on the next business day when the property becomes vacant or when vacant property becomes occupied by a new owner or tenant. Any water utility services provided shall remain the responsibility of the account holder until such time as a new account is established at the address. Failure to pay for water utility services will result in disconnection of service.

Sec. 102-150. - Unlawful use of water; prima facie evidence.

(a) No person shall:

- (1) Disrupt service. Prevent water from passing through a meter which is used by the water utility department to supply water to a customer;
- (2) Meter tampering. Prevent a meter used by the water utility department from registering the quantity of water supplied to a customer, or interfere with the proper and accurate registration upon a meter used by the water utility department of the amount of water supplied to a customer;
- (3) Line tampering. Divert water, by the use of any device, from a pipe or pipes of the water utility department;
- (4) Refuse to return meter. Refuse to deliver any meter or other appliance of the water utility department, in the person's possession, custody, or control, to the water utility department upon request of the public works director, or designee.
- (5) *Illegal tap.* Tap or connect with the water utility department, or turn on the water from such waterworks, without first having obtained permission to do so from the water utility department, or interfere with any water meter, service, main, standpipe or any other water utility property.
- (6) Restoration of service. No person shall restore residential water service to a meter that has been terminated by the town for failure to pay.
- (7) Equipment tampering. Tamper, connect to, or alter any component of the town's water system including valves, meters, meter boxes, lids, hydrants, line, pump stations, ground storage tanks, and elevated storage tanks.
- (8) False report. Make or cause a false report of a water meter reading.
- (b) Prima facie evidence of unlawful use. The existence of a device, pipe, or meter being used for any of the unlawful purposes stated in subsection (a) of this section, shall constitute prima facie evidence of knowledge of the unlawful use thereof, on the part of the person owning or having control of the room, building, place, or premises where such device, pipe, or meter has been used and on the part of the person who benefits by the failure of the water to be properly metered.

Sec. 102-151. - Water utility service connections.

(a) Installation of service connection. The water utility department shall install and maintain all water utility service connections in the streets and alleys or easements within the town, and shall charge for the installation and maintenance of all such service connections a sum sufficient to cover the average cost thereof, such sum to be determined and collected by the customer service department at rates established by separate ordinance.

- (b) Tap fee. The tap fees as established by separate ordinance shall be in addition to pro rata cost charges or any other charges provided by ordinance.
- (c) Deposit for larger service lines. The water utility department will furnish an estimate of the cost to all applicants for service connections larger than two inches in diameter and all such applicants will make a deposit of the estimated amount before the water utility department will issue a permit for the installation of such connection. The final cost will be adjusted upon completion of the work. Should the final cost of the work exceed the amount deposited, the water utility department will furnish the party or parties making such deposit a statement showing the amount of such excess, and such statement will constitute the notice that the excess amount is due. The public works director at the director's option may refuse or discontinue water service to the property until full payment has been made for the work performed.
- (d) Refund of deposit. In the event, upon completion of the work for which deposit has been made, final cost is less than the amount of estimate or deposit, a refund of the amount of overpayment will be immediately made to the party or parties from whom the deposit was received.
- (e) Incidental costs. The estimate of costs of all service connections larger than two inches in diameter shall include all costs incident to making the installation of the service connection required, including the necessary repairs to pavement of any kind or character involved in making the service connection. The water utility department shall make the necessary pavement repairs, the cost of same to be included in the cost figures as stated above.
- (f) Responsibility for service line. The customer shall maintain, at the customer's own expense, and at the original sizes, all services from the meter box to the service location structure, i.e. the residence or business, excluding the meter connections within the meter box.
- (g) Owner/developer responsible for grading. It is further provided that in no event shall the town be required, where payment of the estimated cost is made, to make any surveys, street grading or staking off on the ground of the applicant or applicant's subdivision for the purpose of making installation, but all such work shall be done by the developer at the developer's own cost and expense and shall be done within the parameters of the town ordinances to the satisfaction of the public works director.
- (h) Responsibility to meet platting requirements. It shall be unlawful to service or connect any lot, tract or plat of land, or any part thereof, or for the use of the owner or purchaser of the land, or any part thereof, with a water connection unless and until such plan, plot or re-plat of such lot or tract of land shall conform to the platting requirements of the town and shall have been approved by the town council.

Sec. 102-152. - Private water mains or systems.

- (a) Service lines. All water pipes laid in streets, alleys or public thoroughfares within the town shall be dedicated to the town and upon acceptance become the property of the town. All water systems laid within the town, and connected to the water utility department shall be constructed under the supervision of and in accordance with plans and specifications approved by the public works director, or designee.
- (b) Acceptance of water mains and service lines. The water utility department may decline to accept any application for water utility service inside the town, if upon examination, the water mains, service pipes, valves, fire hydrants or other equipment are of such quality or size, or are installed in such manner, that they do not comply with the water utility department's standards and specifications.
- (c) Master meters. Where water is furnished by the water utility department through a master meter to serve private water systems, all water meters set and connected therewith to serve individual customers, whether or not they are to be read and billed by the owner of such water system, shall be installed by licensed plumbers upon permits issued by the building inspection department in accordance with the rules and regulations governing any other service in the water utility system.

Sec. 102-153. - Control of meters and water utility equipment generally.

All meters, curb stops, valves, fixtures, meter boxes and appurtenances thereto, connected or used by the water utility department, including those furnished at the expense of the customers or property owners, shall remain under the direct control of the water utility department. No person, unless authorized by the water utility department, shall connect, disconnect, alter, move, or tamper with any such equipment.

Sec. 102-154. - Obstruction of access to systems generally.

No person shall place upon or about any fire hydrant, valve, manhole, curb stop, meter, or meter box, connected with any water pipe of the water utility department, whether located on public or private property, any object, debris, or structure, which will prevent free access to the same. Employees of the town shall have free and unobstructed access at all times to meters and other property of the water utility department wherever located. No person shall deny any town employee access to any of said property or create a hazardous condition in or around such property, or place an animal at or near said property which will interfere with free access thereto. No person shall interfere with the performance of any lawful duty of any town employee by obstructing said employee in the discharge of the employee's duties, either physically or by gestures, threats, or otherwise.

Sec. 102-155. - Destroying or defacing equipment.

It shall be a violation of this article for any person to unlawfully, willfully or maliciously injure, deface or destroy any reservoir, machinery, pipes, hydrants, meters, meter boxes, lids or other fixtures, properties or supplies belonging to the water utility department, or to use or take from the water utility department any water supplies or property except in accordance with the rules and regulations stated herein.

Sec. 102-156. - Grounding electrical system to water system prohibited.

- (a) Metallic connections prohibited. It shall be unlawful for any person to make or cause or permit to be made any metallic connections, either directly or indirectly, with the water mains, laterals, supply or service pipes, of the water utility department, or any private pipes, water mains or laterals which are connected to, or with any such water mains, laterals, supply or service pipes of the water utility department of the town, whereby any electrical current shall be communicated to or transmitted along or through such water mains, laterals, supply or service pipes of the water utility department.
- (b) Transmission of electric current prohibited. It shall be unlawful for any person to communicate any current of electricity to, or transmit the same, along or through, or cause or permit any current of electricity to be communicated to or transmitted along or through any water main, lateral, pipes or wires or any metal of any sort that is a conductor of electricity that shall hereafter be metallically connected, bonded or joined to or with any water mains, laterals, supply or service pipes of the water utility department in violation of this section.

Sec. 102-157. - Repairing meters; testing meters.

- (a) Repair of meters. All water meters furnished by the water utility department shall remain at all times the property of the town, and shall be maintained and repaired by the town. When replacements, repairs, or adjustments of any meter are rendered necessary by the act, negligence or carelessness of the owner or occupant of any premises, any expense incurred by the water utility department shall be charged against and collected from the owner or occupant of the premises, and if not paid, water utility services shall be discontinued.
- (b) Testing of meters. When any customer is of the opinion that the meter through which water is supplied is incorrect for any reason, the customer may request to have the meter examined and tested. It is provided further that the public works director of the water utility department may require such customer to pay a fee, as established by separate ordinance, for the removal and testing of the meter. Whenever a meter is found to be out of order and not registering correctly, the customer shall be charged with an average daily consumption as shown by the meter registering correctly, but not to exceed three months back.

Sec. 102-158. - Use of water from fire hydrants.

- (a) Fire hydrants. Fire hydrants are provided for the primary purpose to extinguish fires and are to be used and opened only by the water utility department or fire department, or such person as may be given written authority by the water utility department.
- (b) Town issued meters. Only fire hydrant meters issued by the town are permitted for use within town limits. If an unauthorized fire hydrant meters is located in the jurisdiction of the town, it shall be confiscated. In order for the confiscated meter to be released to the owner, an account must be established for future fire hydrant usage, a deposit made to the town, and the payment to the town for the estimated water used during the noncompliance period. An offense under this article shall be prosecuted in accordance with the Texas Code of Criminal Procedure and/or the Texas Penal Code, both as amended.
- (c) Use of fire hydrant. To assure the safety and protection of fire hydrants, any person authorized to open fire hydrants shall use only an approved spanner wrench and shall replace the caps on the outlets when the same are not in use; failure to do so shall be sufficient cause to prohibit further use of the fire hydrants and to refuse to grant subsequent permits for the use of fire hydrants.
- (d) Permit required. It shall be unlawful for any person to connect to, tamper with or use any water from any fire hydrant without a written permit from the water utility department.
- (e) Contractor deposit. The water utility department will require a deposit from contractors for use of water from fire hydrants, such deposit to be of such amount as may be fixed by the water utility department.

Sec. 102-159. - Work to be done by plumbers; duties; unauthorized changes or connections.

- (a) Plumber required. It shall be unlawful for anyone other than a licensed plumber to connect any water service on the property or outlet side of the meter box. Whenever such plumber shall use town water in testing pipes or repairing fixtures, the plumber shall, before leaving the premises, return the curb stop to the original position when first opening the meter box, and it shall be the duty of such plumber to notify the water utility department immediately of every instance in which the plumber finds or has reason to believe that anyone has tampered with any meter box, meter or other water utility equipment.
- (b) Unauthorized connections. Where any unauthorized connections are found to have been made, fixtures added and no permit taken for same, water shall be disconnected from such premises until corrections have been made and all permit fees have been paid.
- (c) Trenches, ditches, excavations. It shall be unlawful for any person to leave any trench, ditch or excavation on any public right-of-way, such as any sidewalk, street, alley, parkway or any other public way, left open for inspection, unless the same is properly barricaded and lighted, and when the work has been inspected and approved by the town, such person shall backfill and securely tamp any such trench, ditch or excavation so that the public right-of-way shall be safe for both pedestrian and vehicular travel. Failure to comply with this provision shall render such individual liable for any damage or injury to person or property resulting there from.

Sec. 102-160. - Installation of stop valve.

Customers shall install an approved "stop valve" inside the property line, at a location accessible in case of emergency or for normal maintenance, and shall not use the curb stop at meter in lieu thereof.

Sec. 102-161. - Shutting-off and turning-on of water.

(a) The water utility department may, at any time, order the water disconnection to any premises connected to the town mains for repairs, extensions or other necessary purposes. The water utility department will use reasonable efforts to notify customers in advance unless an emergency exists.

- (b) The water utility department will not turn a customer's water on unless there is an adult occupant present at the residence and visually confirmed by an employee of the water utility department. Appointments to turn water on shall be scheduled in advance. The water utility department will use its best efforts to contact the customer in advance of arriving at the scheduled time. In extreme cases, customers listed on the established account are authorized to sign a Town of Little Elm -Utility Release of Liability Waiver Form and with proper identification, authorizing the town to restore water service in the absence of the account holder being present. A signed waiver is valid for a single occurrence.
- (c) No person unless authorized by the water utility department or customer service department shall connect, disconnect, alter, move or tamper with the meter or meter box.

Sec. 102-163. - Inspections; right of access for town employees; identification badges and credentials of employees.

- (a) Right of access. Any officer, inspector, foreman or authorized employee of the water utility department shall, upon presentation of an identification badge or other credentials, have free access at all reasonable hours to the exterior of any premises or any public premises supplied with water utility services for the purpose of making necessary repairs or an inspection thereof or for reading meters. Access shall include the right to enter the premises or any building on the premises during reasonable business hours. In addition, an authorized employee shall have the right to make inspections of all service pipes, connections, utilities or fixtures installed for the purpose of receiving water utility services.
- (b) Failure to comply. If an authorized employee shall be hindered or prevented from access or entry, the water utility department shall pursue any available remedy under the law and may cause the water to be turned off to such premises without notice or refuse or discontinue water utility service to such premises.

Sec. 102-164. - Notification of water utility department of intention to construct sidewalk; access covers and meter boxes not to be covered.

- (a) Notice required. Before any person shall construct any sidewalk or concrete driveway on any street in the town, such person shall give the water utility department notice in writing at least ten days before such construction is started, stating where such sidewalk or driveway is to be constructed, and when work thereupon will begin, in order that the water utility department may have ample opportunity to rearrange the water utility service pipes and to set meter boxes and other water utility service connections and accessories where necessary.
- (b) Covering of access boxes and meter box prohibited. It shall be unlawful for anyone constructing a sidewalk in the town to construct the same over and above any manhole cover, clean-out, valve box or meter box of the water utility department; all such manholes covers, clean-out, valve boxes or meter boxes shall be left free and open and accessible from the top of such sidewalk.

Sec. 102-165. - Inspection and verification of meter reading; adjustment of customer's utility account.

- (a) *Inspection of meter.* In any case where there appears to be a discrepancy in the amount of a water bill, or in the reading of a meter, a town employee will be sent to verify and inspect the reading of the meter.
- (b) Charge for inspection. The water utility department will inspect the meter at no charge twice per year upon customer request. Additional inspections requested by a customer shall be paid by the customer; such fee to be established by separate ordinance.
- (c) Water charge adjustments. The chief financial officer or designee may approve an adjustment to a residential customer's water usage charge. Adjustments are subject to the following conditions:

Adjustments to the water usage charge will be based on "historical usage" of the customer, which shall reflect seasonal or other historical patterns. If the customer does not have at least four (4) previous bills to establish historical usage, then the adjustment will be based on available data.

The customer is responsible for all water that flows through the meter. As an inducement for timely repair, the customer may be offered a credit for a portion of the charges that result from the leak. This process is extended as a courtesy to customers and is not an entitlement.

- (1) Adjustments will only be made to residential customer accounts where the premises are occupied not for commercial use.
- (2) The residential customer must request an adjustment in writing within thirty (30) days from the date the water bill (to which the adjustment will be made) was issued. The customer must meet the criteria presented below and complete a Water Leak Adjustment Request Form (provided by town staff or available on the town web site) and provide evidence to the town that the leak was repaired.
 - a. Receipt of item(s) purchased for the repair or licensed plumber invoice
 - b. Written request from residential customer requesting adjustment, listing the time period the leak occurred and the date repairs were completed.
- (3) Adjustments related to winter averaging rate:
 - a. The water utility department will review the prior year winter averaging rate as long as the new water usage is consistent with historical usage.
 - b. If consumption has increased overall from year to year, the water utility department will compare readings before and after the winter averaging period and use the readings to create a new three-month winter averaging rate.

Criteria for adjustment:

- (1) Any customer who received a water bill for any given month that is computed on the basis of a quantity greater than 10,001 gallons of the average monthly quantity (hereinafter defined) applicable to such customer, may request an adjustment of the bill in the manner provided in this article; provided that for any given residential customer, only one (1) billing cycle may be adjusted in any series of 24 consecutive monthly bills. Average monthly quantity means the average monthly consumption based upon a twelve-month consumption period. If the customer does not have at least twelve months of consumption history, then the average monthly consumption will be based on the available months of consumption. If the customer does not have at any consumption history, the town-wide average of 6,000 gallons will be used as the average monthly consumption.
- (2) The town will review on a case-by-case basis, all Water Leak Adjustment Request Forms. Accounts approved for adjustment are not to exceed a maximum rate of fifty percent (50%) of the excess water usage charge based on the usage (consumption) history and at current rates and charges in force excluding the fixed minimum water or sewer charge. Account adjustments will only be analyzed for water usage up to a maximum term of one (1) billing cycle. A determination made by the town in accordance with the provisions of this article shall be final.
- (3) The town will only consider adjustments for hidden leaks. Hidden leaks mean any leak of a water pipe or water line caused by deterioration, corrosion, natural forces or other similar cause which is not immediately and reasonably detectable from the surface of the ground. Hidden leaks shall not include any leak of a customer's fixtures, appliances, or equipment, including without limitation, sprinkler systems, washing machines, water heaters, lavatories, toilets, or pool lines.

Sec. 102-166. - Liability for damage.

The town shall not be responsible or held liable for any damage to customer's property including, but not limited to, damage as a result of open pipes or fixtures, water breaks, or for any damage resulting from the water supply being cut-off, interrupted or turned on or being insufficient, or for any damage resulting from any condition of the water or any soluble or insoluble substance that may mix with, or be in the water as delivered to the customer.

Sec. 102-167. - Water rates to remain in force; special contracts.

The water utility rates adopted by separate ordinance shall be controlling and remain in effect until amended by a subsequent ordinance, but the town council may grant special contracts for the supply of water utility services. if deemed necessary.

Sec. 102-168. - Disconnection for violation of related provisions of ordinance, permitting water to run from the premises.

- (a) Disconnection of service. The public works director shall be authorized to disconnect the water utility service from the premises of any person found violating any of the terms and provisions of this article with reference to the installation or use of water utility services.
- (b) Service discontinued for running water. Upon the complaint of any person that water is running from any premises as a result of broken, damaged, open or disconnected lines or fixtures, the public works director may, upon investigation, cut-off service to the premises from which said water utility service is originating, and service shall not be restored until the owner or person responsible for said premises has corrected the condition causing said water flow.

Sec. 102-169. - Repeal of conflicting ordinances.

All ordinances or parts of ordinances in force when the provisions of this article become effective, which are inconsistent or in conflict with the terms or provisions contained in this article, are hereby repealed to the extent of any such conflict.

Sec. 102-170. - Penalty for violation.

Failure to comply with the foregoing terms and provisions of this article, may result in one or more of the following:

- (1) Deposit forfeiture and discontinuance of service. Forfeiture of any and all deposits, removal of meters, and discontinuance of water service by the town. A \$500.00 deposit may be required before the town will restore service; or
- (2) Any person, firm or corporation violating any of the provisions or terms of this article shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by a fine not to exceed the sum of two thousand dollars (\$2,000) for each offense, and each and every day such violation shall continue shall constitute a separate offense. The penal provisions imposed under this section shall not preclude the town from filing suit to enjoin the violation, and the town retains all legal rights and remedies available to it.

Sec 102-171 Administrative Oversight.

The Town Manager or designee, shall be responsible for the reasonable, equitable, and nondiscriminatory enforcement of the policies and ordinances related to Section 102. The Town recognizes that extenuating circumstances occur, therefore, the Town Manager or designee, may waive all or a portion of any policy as long as the waiver does not adversely affect the Town or other customers or applicants.

Secs. 102-172—102-212. - Reserved.



Town Council Meeting

Date: 07/06/2021

Agenda Item #: 5. E.

Department: Development Services

Strategic Goal: Ensure excellence in public services while keeping up with the growth in the

community

Staff Contact: Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Award Bid 2021-19 for the King Road Utility Project to Canary Construction, Inc., in an Amount Not to Exceed \$668,119.00.

DESCRIPTION:

On June 29, 2021, the Town received bids for the King Road Utility Project. Bids were advertised in the local paper and posted on the Town's eProcurement system. Nine (9) vendors responded. The lowest responsible bidder is Canary Construction, Inc. of Lewisville, Texas.

The project consists of installing a new 12" water line (approximately 2,840 feet) along King Road, and approximately 548 feet of new wastewater lines south of the Kings Crossing subdivision. The purpose of this project is to provide utility services to customers along King Road, as well as improve water circulation by creating a looped connection between two existing dead-end water mains.

BUDGET IMPACT:

Funding has been identified in the Capital Improvement Plan, and the project will be funded out of capital improvement funds.

Ś	668.119.00	Project Total
\$	60,000.00	Contingency
\$	30,000.00	Early Completion Incentive
\$	578,119.00	Base Bid

Expenditures will not exceed funds appropriated without prior approval of the Town Council. Funds will be committed at the issuance of a purchase order.

RECOMMENDED ACTION:

Attachments

Project Layout Bid Tabulation

Town of Little Elm, Texas

Construction Plans for King Road Water and Sanitary Sewer Improvements

IFB 2021-19

Mayor

David Hillock

Town Council

Neil Blais, Mayor Pro Tem Tony Singh Lisa Norman Nick Musteen Curtis J. Cornelious Michael McClellan

Town Manager

Matt Mueller

Deputy Town Manager

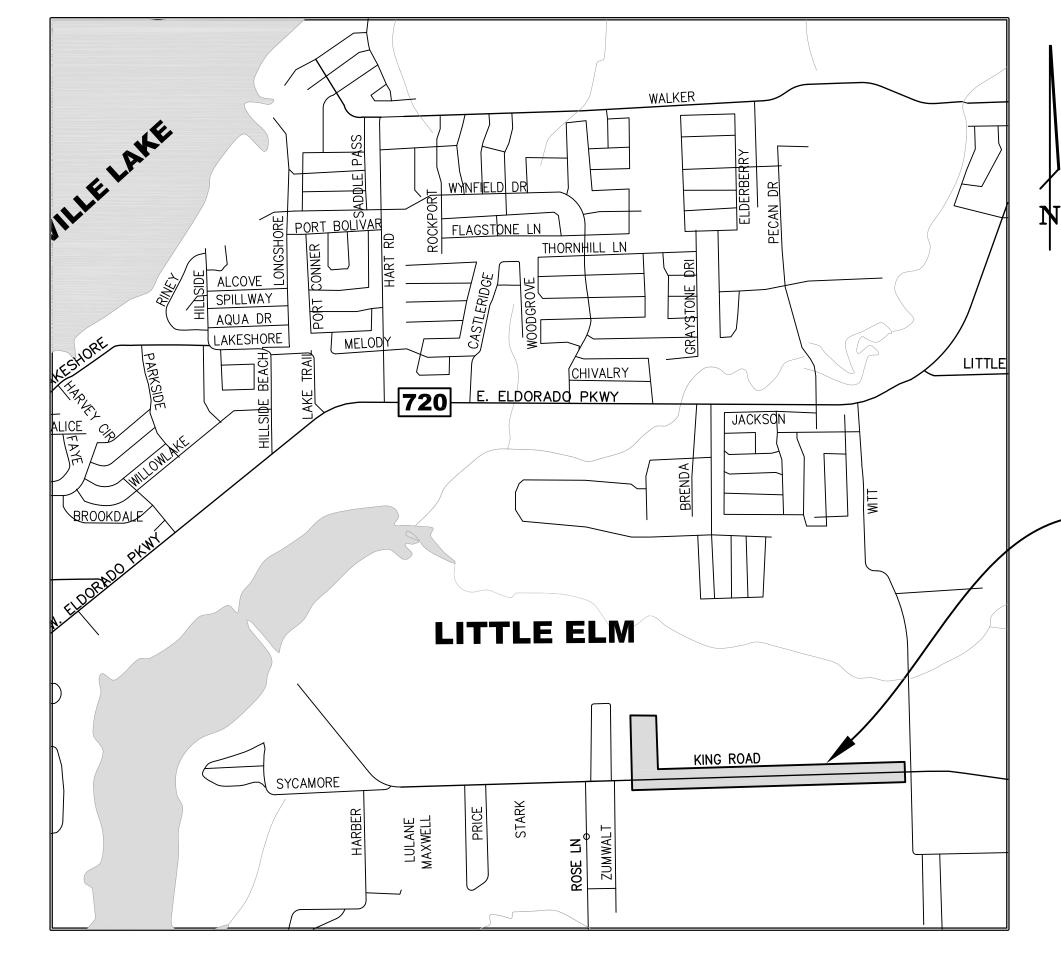
Doug Peach

Director of Development Services

Fred Gibbs

Town Engineer

Wesley Brandon, PE



Location Map n.t.s.

May 2021

Development Services 100 West Eldorado Parkway Little Elm, Texas 75068 (214) 975-0471

Index of Drawings

	- · · · · · · · · · · · · · · · · · · ·
Sheet Number	Sheet Title
1	Cover
2	Overall Water Layout
3	Overall Sewer Layout
4	Right of Way Plan – 1 of 2
5	Right of Way Plan - 2 of 2
6	Sanitary Sewer Line A
7	Sanitary Sewer Line A-1
8	Waterline A - Begin to 5+00
9	Waterline A - Sta 5+00 to Sta 10+00
10	Waterline A - Sta 10+00 to Sta 15+00
11	Waterline A - Sta 15+00 to Sta 20+00
12	Waterline A - Sta 20+00 to Sta 25+00
13	Waterline A - Sta 25+00 to End

PROJECT

Town of Little Elm Standard Construction Details

* 1-3 General Construction Notes

* 15-18 Water System Details

TxDot Details

Sanitary Sewer Details

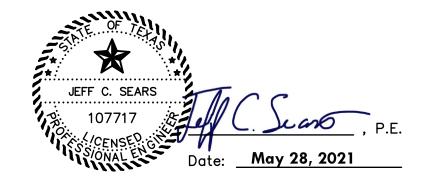
* Traffic Control Plan (TCP(2-1)-18)

* Traffic Control Plan (TCP(2-2)-18)

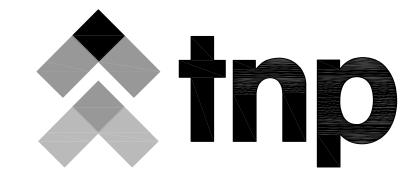
THE STANDARD SHEETS SPECIFICALLY IDENTIFIED BY THE ASTERISK SYMBOL ABOVE HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT

Telf C. Siano, PE D

E DATE _____May 28, 2021



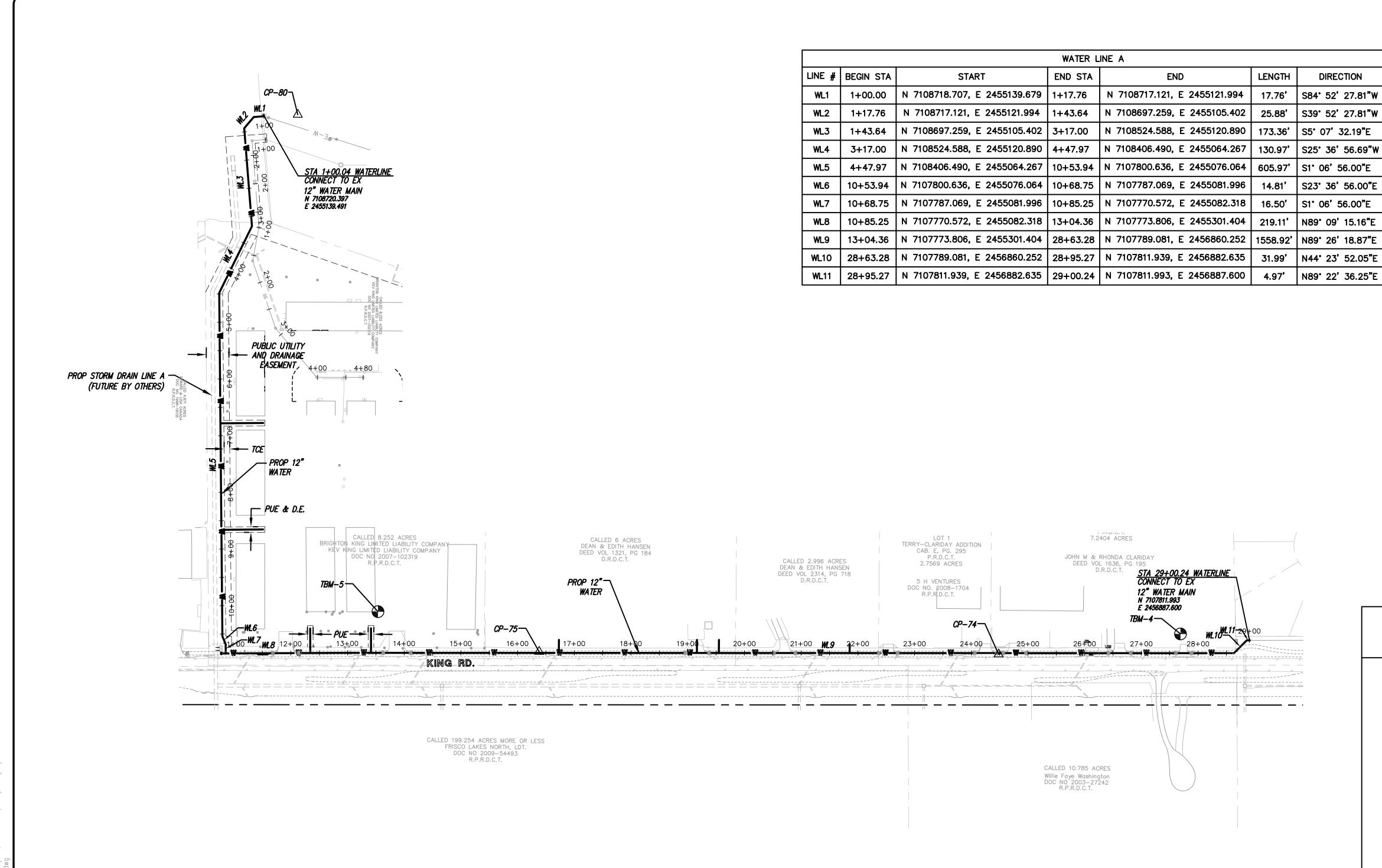
Prepared by:



teague nall & perkins 1517 Centre Place Drive, Suite 320

1517 Centre Place Drive, Suite 320 Denton, Texas 76205 940.383.4177 ph 940.383.8026 fx TBPE Registration No. F-230 www.tnpinc.com

wing: Q:\PROJECTS\LIT09206\cad\sheets\2021 Water—SS Plans\Cover.dwg at May 28, 2021—1:30pm by putt Cover - Xrefs: sept—ICS dwg



POINT #	NORTHING	EASTING	ELEVATION	DESCRITION				
74	7107782.854	2456445.390	562.56	5/8" CIRS "RANDOM"				
75	7107779.269	2455634.890	558.50	5/8" CIRS "RANDOM"				
76	7107770.181	2454847.004	558.14	5/8" CIRS "RANDOM"				
77	7107691.072	2454238.215	555.38	5/8" CIRS "RANDOM"				
80	7108722.243	2455396.278	540.19	5/8" CIRS "RANDOM"				
81	7108637.322	2455396.278	542.18	5/8" CIRS "RANDOM"				



GRAPHIC SCALE 0 50 100

TBM#1 - BOX CUT IN THE BACK OF CURB ON THE NORTH SIDE OF THE EAST BOUND LANES, 200' +/- WEST OF THE INTERSECTION OF KING ROAD AND WITT ROAD.

ELEVATION = 567.19

TBM#2 - BOX CUT AT THE SOUTHWEST CORNER OF THE END OF A SIDEWALK LOCATED 115' +/- SOUTH OF CENTERLINE OF ROYAL ACRES TRAIL, AND 20' +/- EAST OF THE CENTERLINE OF ARCHWAY DRIVE.

ELEVATION = 567.53

TBM#3 - BOX CUT AT THE SOUTHWEST CORNER OF THE END OF A SIDEWALK LOCATED 115' +/- SOUTH OF CENTERLINE OF ROYAL ACRES TRAIL, AND 20' +/- EAST OF THE CENTERLINE OF CROSSOVER WAY.

ELEVATION = 565.81

TBM#4 - BOX CUT IN THE WEST SIDE OF A CONCRETE DRIVE KNOWN AS BENNIGAN CIRCE, AT THE EAST ENTRANCE AND 60' +/- NORTH OF THE CENTERLINE OF KING ROAD.

ELEVATION = 562.87

TBM#5 — BOX CUT AT THE SOUTHEAST CORNER OF A SIDEWALK, IN FRONT OF CROSSROADS WINERY AND TASTING ROOM, LOCATED IN THE BUSINESS PARK 1100' +/- EAST OF ROSE LANE, ON THE NORTH SIDE OF KING ROAD.

ELEVATION = 559.63

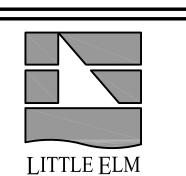
TBM#6 - BOX CUT IN THE BACK OF CURB OF WITT GROCERY PARKING LOT 80' +/- SOUTH OF THE CENTERLINE OF KING ROAD, AND 30' +/- WEST OF THE CENTERLINE OF ROSE LANE

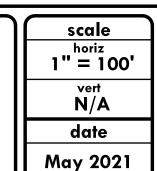
ELEVATION = 558.50

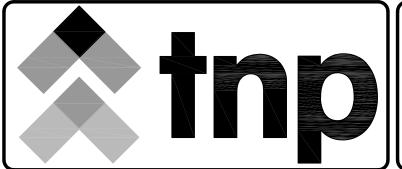
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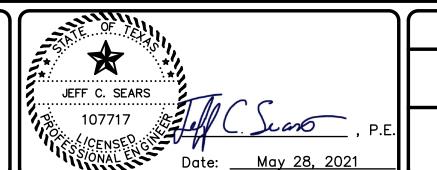
teague nall and perkins, inc 3200 S. Interstate 35E, Suite 1129 Denton, Texas 76210 940.383.4177 ph 940.383.8026 fx

www.tnpinc.com TBPE: F-230; TBPLS: 10011600, 10011601, 10194381 **GBPE No. PEF007431; TBAE No. BR 2673**









Town of Little Elm, Texas

Water and Sanitary Sewer improvements

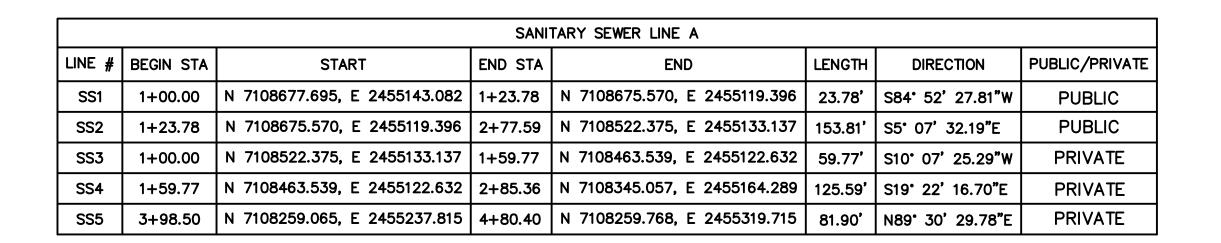
King Road

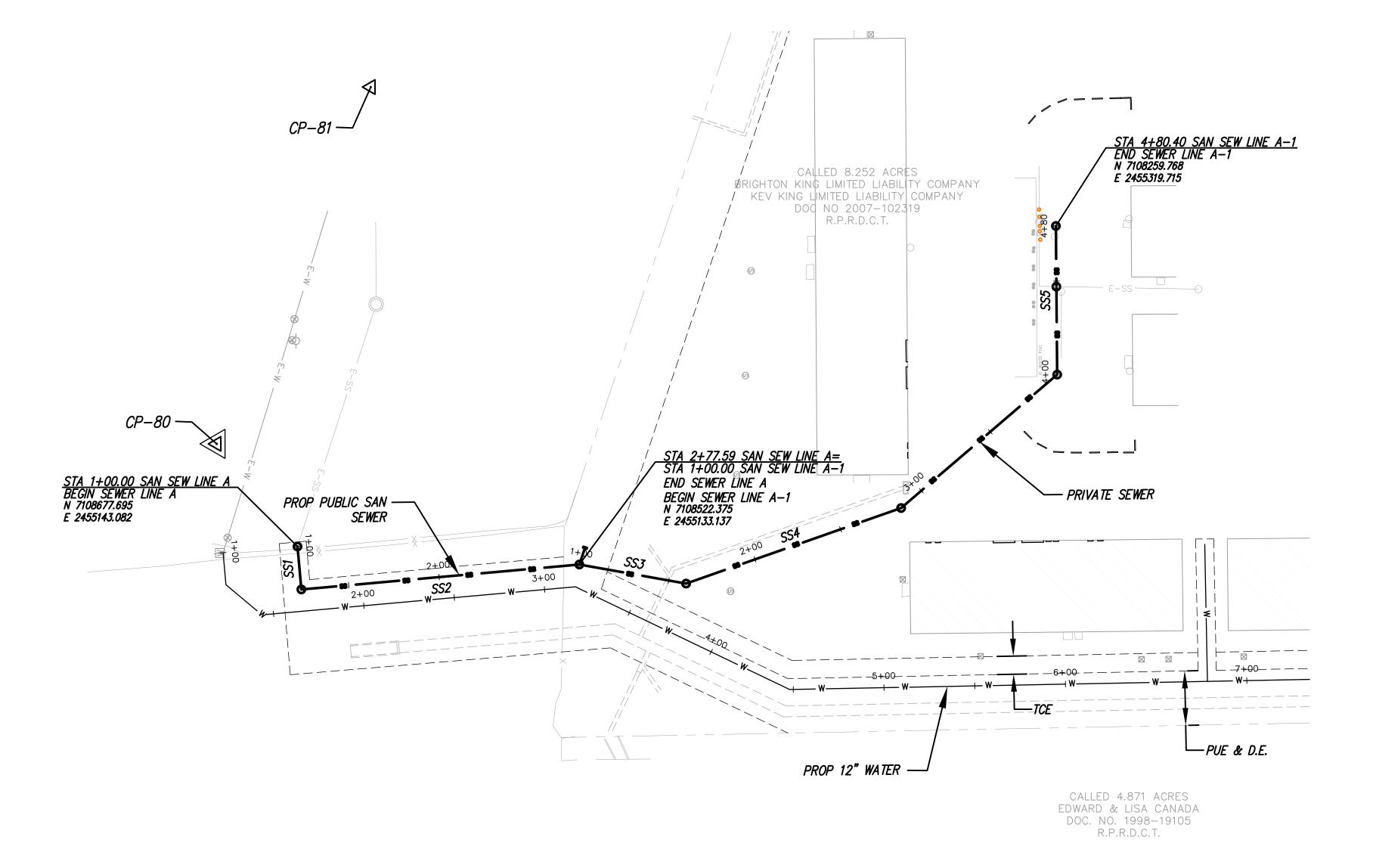
Overall Water Layout

LIT21071

sheet







POINT #	NORTHING	EASTING	ELEVATION	DESCRITION
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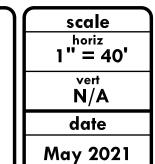
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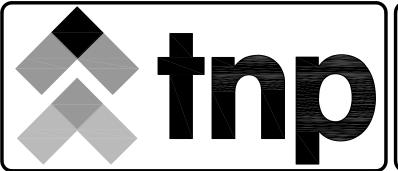
teague nall and perkins, inc
3200 S. Interstate 35E, Suite 1129
Denton, Texas 76210

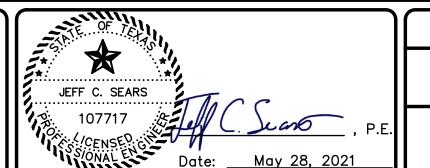
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TBPE: F-230; TBPLS: 10011600, 10011601, 10194381

GBPE No. PEF007431; TBAE No. BR 2673









Town of Little Elm, Texas

Water and Sanitary Sewer improvements

King Road

Overall Sewer Layout

tnp project LIT21071

sheet 3

			Canary Const	ruction, Inc.	GRod Construction,LLC ATKINS BROS. EQUIP. CO., INC.		A&M CONSTRUCTION AND UTILITIES INC		Saber Development Corp			
Line #	Description QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Mobilization 1	LS	\$11,000.00	\$11,000.00	\$26,000.00	\$26,000.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$35,000.00	\$35,000.00
2	Surety Bonds 1	LS	\$11,000.00	\$11,000.00	\$12,150.00	\$12,150.00	\$12,000.00	\$12,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
3	Preparing Right-of-Way 35	STA	\$200.00	\$7,000.00	\$725.00	\$25,375.00	\$675.00	\$23,625.00	\$500.00	\$17,500.00	\$200.00	\$7,000.00
4	Temporary Erosion, Sedimentation, And Environmental Contr 1	LS	\$3,000.00	\$3,000.00	\$4,700.00	\$4,700.00	\$2,000.00	\$2,000.00	\$10,000.00	\$10,000.00	\$2,000.00	\$2,000.00
5	Project Sign 2	EA	\$650.00	\$1,300.00	\$600.00	\$1,200.00	\$500.00	\$1,000.00	\$1,000.00	\$2,000.00	\$475.00	\$950.00
6	Barricades, Signs, And Traffic Handling 1	LS	\$900.00	\$900.00	\$7,800.00	\$7,800.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00	\$9,500.00	\$9,500.00
7	12 inch DR14 PVC Water Line 2840	LF	\$90.00	\$255,600.00	\$79.00	\$224,360.00	\$80.00	\$227,200.00	\$87.45	\$248,358.00	\$98.75	\$280,450.00
8	6 inch DR14 PVC Water Line 256	LF	\$65.00	\$16,640.00	\$46.00	\$11,776.00	\$60.00	\$15,360.00	\$56.70	\$14,515.20	\$65.25	\$16,704.00
9	12inch Gate Valves and Box 8	EA	\$2,500.00	\$20,000.00	\$3,340.00	\$26,720.00	\$2,400.00	\$19,200.00	\$3,385.00	\$27,080.00	\$2,650.00	\$21,200.00
10	6 inch Gate Valves and Box 11	EA	\$1,550.00	\$17,050.00	\$1,300.00	\$14,300.00	\$1,800.00	\$19,800.00	\$1,207.00	\$13,277.00	\$950.00	\$10,450.00
11	Air Release Valve 1	EA	\$9,500.00	\$9,500.00	\$6,300.00	\$6,300.00	\$7,000.00	\$7,000.00	\$6,000.00	\$6,000.00	\$9,000.00	\$9,000.00
12	Ductile Iron Fittings 2791	LB	\$6.00	\$16,746.00	\$7.00	\$19,537.00	\$5.00	\$13,955.00	\$6.00	\$16,746.00	\$5.00	\$13,955.00
13	Fire Hydrant Assembly 9	EA	\$4,500.00	\$40,500.00	\$3,900.00	\$35,100.00	\$5,000.00	\$45,000.00	\$4,005.00	\$36,045.00	\$3,950.00	\$35,550.00
14	1 inch Water Service 4	EA	\$1,500.00	\$6,000.00	\$1,660.00	\$6,640.00	\$500.00	\$2,000.00	\$1,332.00	\$5,328.00	\$510.00	\$2,040.00
15	Connect to Existing Water Line 2	EA	\$1,200.00	\$2,400.00	\$2,800.00	\$5,600.00	\$2,000.00	\$4,000.00	\$2,328.00	\$4,656.00	\$3,500.00	\$7,000.00
16	Concrete Encasement 10	LF	\$65.00	\$650.00	\$50.00	\$500.00	\$60.00	\$600.00	\$85.00	\$850.00	\$45.00	\$450.00
17	Waterline Trench Safety 3096	LF	\$1.00	\$3,096.00	\$2.00	\$6,192.00	\$0.50	\$1,548.00	\$1.50	\$4,644.00	\$3.00	\$9,288.00
18	12 inch SDR-26 PVC Sanitary Sewer Line 180	LF	\$80.00	\$14,400.00	\$88.00	\$15,840.00	\$121.00	\$21,780.00	\$93.00	\$16,740.00	\$140.00	\$25,200.00
19	8 inch SDR-35 PVC Sanitary Sewer Line 368	LF	\$75.00	\$27,600.00	\$54.00	\$19,872.00	\$95.00	\$34,960.00	\$79.00	\$29,072.00	\$129.25	\$47,564.00
20	4 foot SSMH 1	EA	\$4,500.00	\$4,500.00	\$4,600.00	\$4,600.00	\$14,500.00	\$14,500.00	\$6,148.00	\$6,148.00	\$3,800.00	\$3,800.00
21	5 foot SSMH 1	EA	\$7,000.00	\$7,000.00	\$6,200.00	\$6,200.00	\$15,500.00	\$15,500.00	\$7,677.00	\$7,677.00	\$4,755.00	\$4,755.00
22	5 foot Drop SSMH 2	EA	\$9,500.00	\$19,000.00	\$9,500.00	\$19,000.00	\$15,900.00	\$31,800.00	\$9,050.00	\$18,100.00	\$5,500.00	\$11,000.00
23	Concrete Encasement 15	LF	\$65.00	\$975.00	\$50.00	\$750.00	\$60.00	\$900.00	\$85.00	\$1,275.00	\$45.00	\$675.00
24	Sewer Line Trench Safety 548	LF	\$1.00	\$548.00	\$3.00	\$1,644.00	\$0.50	\$274.00	\$2.00	\$1,096.00	\$3.00	\$1,644.00
25	Remove Exist Aerobic Sanitary Sewer System 1	LS	\$2,200.00	\$2,200.00	\$12,600.00	\$12,600.00	\$17,000.00	\$17,000.00	\$20,000.00	\$20,000.00	\$15,500.00	\$15,500.00
26	5 Strand Barbed Wire Fence 120	LF	\$25.00	\$3,000.00	\$12.00	\$1,440.00	\$50.00	\$6,000.00	\$15.00	\$1,800.00	\$12.00	\$1,440.00
27	Remove and Replace Existing Culvert 59	LF	\$110.00	\$6,490.00	\$120.00	\$7,080.00	\$90.00	\$5,310.00	\$125.85	\$7,425.15	\$150.00	\$8,850.00
28	Precast Safety End Treatment 4	EA	\$2,200.00	\$8,800.00	\$3,100.00	\$12,400.00	\$3,300.00	\$13,200.00	\$2,000.00	\$8,000.00	\$1,210.00	\$4,840.00
29	Concrete Pavement Repair 106	SY	\$150.00	\$15,900.00	\$150.00	\$15,900.00	\$140.00	\$14,840.00	\$115.00	\$12,190.00	\$175.00	\$18,550.00
30	Asphalt Pavement Repair 145	SY	\$150.00	\$21,750.00	\$82.00	\$11,890.00	\$85.00	\$12,325.00	\$88.00	\$12,760.00	\$90.00	\$13,050.00
31	Hydroseeding 7858	SY	\$3.00	\$23,574.00	\$3.50	\$27,503.00	\$1.00	\$7,858.00	\$5.00	\$39,290.00	\$1.90	\$14,930.20

\$590,969.00

\$605,035.00

\$628,572.35

\$578,119.00

\$647,335.20

Town of Little Elm 2021-19 King Road Water and Sewer

				Wilson Contractor Services, maya underground contractors LLC LLC				Construction any Inc.	Quality Excavation, LTD (Blackjack Properties, LLC)		
Line #	Description	QTY	UOM	Unit			Unit Extended		Extended	Unit	Extended
1	Mobilization	1	LS	\$31,908.00	\$31,908.00	\$33,005.00	\$33,005.00	\$10,000.00	\$10,000.00	\$34,259.00	\$34,259.00
2	Surety Bonds	1	LS	\$11,400.00	\$11,400.00	\$12,679.00	\$12,679.00	\$31,000.00	\$31,000.00	\$19,125.00	\$19,125.00
3	Preparing Right-of-Way	35	STA	\$1,132.14	\$39,624.90	\$993.00	\$34,755.00	\$250.00	\$8,750.00	\$855.00	\$29,925.00
4	Temporary Erosion, Sedimentation, And Environmental Conti	r 1	LS	\$13,950.00	\$13,950.00	\$7,663.00	\$7,663.00	\$7,500.00	\$7,500.00	\$5,275.00	\$5,275.00
5	Project Sign	2	EA	\$1,100.00	\$2,200.00	\$695.00	\$1,390.00	\$1,000.00	\$2,000.00	\$480.00	\$960.00
6	Barricades, Signs, And Traffic Handling	1	LS	\$6,000.00	\$6,000.00	\$13,346.00	\$13,346.00	\$10,000.00	\$10,000.00	\$7,025.00	\$7,025.00
7	12 inch DR14 PVC Water Line	2840	LF	\$97.94	\$278,149.60	\$93.00	\$264,120.00	\$105.00	\$298,200.00	\$155.00	\$440,200.00
8	6 inch DR14 PVC Water Line	256	LF	\$76.86	\$19,676.16	\$47.00	\$12,032.00	\$80.00	\$20,480.00	\$114.00	\$29,184.00
9	12inch Gate Valves and Box	8	EA	\$3,240.00	\$25,920.00	\$3,044.00	\$24,352.00	\$3,100.00	\$24,800.00	\$3,117.00	\$24,936.00
10	6 inch Gate Valves and Box	11	EA	\$1,210.00	\$13,310.00	\$1,356.00	\$14,916.00	\$1,300.00	\$14,300.00	\$1,140.00	\$12,540.00
11	Air Release Valve	1	EA	\$7,300.00	\$7,300.00	\$8,326.00	\$8,326.00	\$7,500.00	\$7,500.00	\$6,430.00	\$6,430.00
12	Ductile Iron Fittings	2791	LB	\$8.42	\$23,500.22	\$10.50	\$29,305.50	\$8.00	\$22,328.00	\$5.25	\$14,652.75
13	Fire Hydrant Assembly	9	EA	\$3,311.00	\$29,799.00	\$3,943.00	\$35,487.00	\$3,500.00	\$31,500.00	\$5,385.00	\$48,465.00
14	1 inch Water Service	4	EA	\$1,345.00	\$5,380.00	\$2,320.00	\$9,280.00	\$1,200.00	\$4,800.00	\$1,870.00	\$7,480.00
15	Connect to Existing Water Line	2	EA	\$3,500.00	\$7,000.00	\$4,033.00	\$8,066.00	\$2,500.00	\$5,000.00	\$5,115.00	\$10,230.00
16	Concrete Encasement	10	LF	\$120.00	\$1,200.00	\$81.00	\$810.00	\$200.00	\$2,000.00	\$82.00	\$820.00
17	Waterline Trench Safety	3096	LF	\$0.40	\$1,238.40	\$1.25	\$3,870.00	\$5.00	\$15,480.00	\$0.50	\$1,548.00
18	12 inch SDR-26 PVC Sanitary Sewer Line	180	LF	\$98.75	\$17,775.00	\$72.60	\$13,068.00	\$100.00	\$18,000.00	\$163.00	\$29,340.00
19	8 inch SDR-35 PVC Sanitary Sewer Line	368	LF	\$71.40	\$26,275.20	\$55.50	\$20,424.00	\$90.00	\$33,120.00	\$112.00	\$41,216.00
20	4 foot SSMH	1	EA	\$4,150.00	\$4,150.00	\$5,027.00	\$5,027.00	\$4,000.00	\$4,000.00	\$4,300.00	\$4,300.00
21	5 foot SSMH	1	EA	\$6,650.00	\$6,650.00	\$6,681.00	\$6,681.00	\$6,200.00	\$6,200.00	\$7,500.00	\$7,500.00
22	5 foot Drop SSMH	2	EA	\$8,700.00	\$17,400.00	\$10,335.00	\$20,670.00	\$8,500.00	\$17,000.00	\$11,700.00	\$23,400.00
23	Concrete Encasement	15	LF	\$90.00	\$1,350.00	\$93.00	\$1,395.00	\$200.00	\$3,000.00	\$82.00	\$1,230.00
24	Sewer Line Trench Safety	548	LF	\$5.00	\$2,740.00	\$4.50	\$2,466.00	\$5.00	\$2,740.00	\$3.00	\$1,644.00
25	Remove Exist Aerobic Sanitary Sewer System	1	LS	\$17,500.00	\$17,500.00	\$31,401.00	\$31,401.00	\$3,750.00	\$3,750.00	\$17,200.00	\$17,200.00
26	5 Strand Barbed Wire Fence	120	LF	\$8.00	\$960.00	\$15.00	\$1,800.00	\$10.00	\$1,200.00	\$23.00	\$2,760.00
27	Remove and Replace Existing Culvert	59	LF	\$65.00	\$3,835.00	\$90.00	\$5,310.00	\$100.00	\$5,900.00	\$75.00	\$4,425.00
28	Precast Safety End Treatment	4	EA	\$1,800.00	\$7,200.00	\$3,620.00	\$14,480.00	\$1,000.00	\$4,000.00	\$1,160.00	\$4,640.00
29	Concrete Pavement Repair	106	SY	\$140.15	\$14,855.90	\$135.00	\$14,310.00	\$225.00	\$23,850.00	\$128.00	\$13,568.00
30	Asphalt Pavement Repair	145	SY	\$140.48	\$20,369.60	\$77.00	\$11,165.00	\$150.00	\$21,750.00	\$87.00	\$12,615.00
31	Hydroseeding	7858	SY	\$0.88	\$6,915.04	\$1.30	\$10,215.40	\$2.25	\$17,680.50	\$1.00	\$7,858.00

\$665,532.02 \$671,814.90 \$677,828.50 \$864,750.75



Date: 07/06/2021

Agenda Item #: 5. F.

Department: Administrative Services

Strategic Goal: Maintain operational integrity and viability

Staff Contact: Doug Peach, Deputy Town Manager

AGENDA ITEM:

Consider Action to Approve Ordinance No. 1620 Electing for the Town to Make Current Service and Prior Service Contributions to the Town's Account in the Benefit Accumulation Fund of the Texas Municipal Retirement System at the Actuarially Determined Rate of Total Employee Compensation.

DESCRIPTION:

The Town is a member of the Texas Municipal Retirement System (TMRS). TMRS administers a program for (currently) 888 cities, providing retirement, disability, and survivor benefits to active and retired municipal employees.

One of the laws that applies to this System is the TMRS Act. This act sets a limit as to the maximum amount the System can require a city to contribute in a given year, based on the level of benefits the city has chosen to provide. This limit is called the Maximum Contribution Rate Limit, commonly known as the Statutory Maximum, or "Stat Max."

The Stat Max was a part of the enabling legislation that set up TMRS in 1947. This is a relic portion of the legislation that has now been removed for all cities joining the TMRS program since 1996. The Town of Little Elm joined the system in 1992, so we are still governed by the old legislation. Since 1996, many Texas Cities reaching the Stat Max have voted an ordinance to have it removed.

The Town has reached the Stat Max limit. By adopting this ordinance, the Stat Max rate limit will be removed. If the Town does not remove the limit, some benefits for Town employees will be automatically turned off until the rate drops back below the limit. This could result in reduction of benefits for employees and retirees of the Town. It would also reduce the Town's ability to recruit new employees.

BUDGET IMPACT:

The Town receives annual contributions rates from TMRS, which is incorporated into the budget, and presented to Council.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Ordinance No. 1620 Stat Max Information Sheet



TMRS-Stat Max Remove

TEXAS MUNICIPAL RETIREMENT SYSTEM TOWN OF LITTLE ELM, TEXAS ORDINANCE NO. 1620

AN ORDINANCE ELECTING FOR THE TOWN TO MAKE CURRENT SERVICE AND PRIOR SERVICE CONTRIBUTIONS TO THE TOWN'S ACCOUNT IN THE BENEFIT ACCUMULATION FUND OF THE TEXAS MUNICIPAL RETIREMENT SYSTEM AT THE ACTUARIALLY DETERMINED RATE OF TOTAL EMPLOYEE COMPENSATION.

WHEREAS, the Town of Little Elm (the "Town"), is a participating municipality in the Texas Municipal Retirement System (the "System"), and has undertaken to provide certain retirement, death and disability benefits to its employees pursuant to Subtitle G, Title 8, Government Code, (hereinafter, the "TMRS Act"); and

WHEREAS, the Town Council desires to authorize funding of such benefits as herein provided; now therefore,

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

Section 1. Pursuant to Section 855.407(g) of the TMRS Act, the Town hereby elects to make future normal and prior service contributions to its account in the benefit accumulation fund of the System at such combined rate of the total compensation paid by the Town to employees who are members of the System, as the System's actuary shall annually determine as the rate necessary to fund, within the amortization period determined as applicable to the Town under the TMRS Act, the costs of all benefits which are or may become chargeable to or are to be paid out of the Town's account in said accumulation fund, regardless of other provisions of the TMRS Act limiting the combined rate of Town contributions.

Section 2. The provisions of the ordinance shall become effective on the first day of January, 2022.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas this the 6th day of July, 2021.

ATTEST:	APPROVED:	
Caitlan Biggs Town Secretary	Curtis J. Cornelious Mayor	

"STAT MAX" INFORMATION SHEET

What Is the Maximum Contribution Rate Limit?

The Maximum Contribution Rate Limit is commonly referred to as the Statutory Maximum, or "Stat Max." The TMRS Act sets a limit as to the maximum amount the System can require a city to contribute in a given year, based on the level of benefits the city has chosen to provide.

The Stat Max does not limit the cost of a plan; it merely limits how much a city can be charged for a certain benefit level, which may not be sufficient to fund the cost in a given year. For example, a city with a 6%, 1-to-1 ratio has a Stat Max of 8.50%. (This limit does not include the cost of Supplemental Death Benefits, if adopted.) The TMRS Act allows any city to enact an ordinance that removes the Stat Max. Cities that joined TMRS after 1996 are not subject to the Stat Max law, and many TMRS cities have enacted ordinances to remove the maximum limit.

If your city reaches this limit, we will let you know in the annual Rate Letter, which spells out some possible solutions:

- Remove the Statutory Maximum Contribution Rate Limit (by ordinance)
- Increase, in certain cases, the Statutory Maximum Contribution Rate Limit (by ordinance)
- Pay the Actuarially Determined Calculated Rate (by ordinance; this is a one-year-at-a-time option, and causes annually repeating benefits to be turned off that year)
- Pay the Maximum Contribution Rate Limit (annually repeating benefits will be turned off)

If a city's rate exceeds the limit and the city does not act to remove or increase the Stat Max, annually repeating benefits (USC and Annuity Increases) will be automatically "turned off" until the rate drops back below the limit.

Why Do Cities Reach Stat Max? There is no single reason why cities reach the Maximum Contribution Rate Limit. In most cities where the contribution rate has exceeded the Stat Max, the contribution rate has increased gradually over a period of time. This may be due to different factors, e.g., a declining payroll base, benefit adoptions that have caused significant rate increases, or privatization of a department or work unit.

Each year, several TMRS cities exceed the maximum contribution rate limit. This trend is likely to continue in future years, especially since many cities are paying contributions under the eight-year "phase-in" period that began in 2008 (see pages 9-10). Remember: the Stat Max is not intended to limit the actual cost of a certain level of benefits. Rather, it is intended to be the maximum amount TMRS can charge a city for a particular level of benefits. The limit should not rest with an arbitrary number in the statute but with what a city is willing to pay (or can afford) for its plan of benefits. If the cost of the plan is more than a city is willing to pay, then the city should consider limiting itself to only adopting a level of benefits it can afford to maintain.

See Stat Max chart (over) →

The Table below shows the differences in the Stat Max rates under the different deposit rate options and matching ratios chosen by the city.

STATUTORY MAXIMUM CONTRIBUTION RATES

	Matching Ratio		
Deposit Rate	1 to 1	1½ to 1	2 to 1
3%*	5.50%	7.50%	9.50%
5%	7.50%	9.50%	11.50%
6%	8.50%	10.50% 11.00%	12.50% 13.50%
7%	9.50%	11.50% 12.50%	13.50% 15.50%

For the four plans showing split limits, the left number is the base limit, and the right number is what the limit can be increased to.

*This deposit rate is no longer an option for new cities.



Date: 07/06/2021

Agenda Item #: 6. A.

Department: Development Services

Strategic Goal: Promote and expand Little Elm's identity

Staff Contact: Fred Gibbs, Director of Development Services

AGENDA ITEM:

Hold a Public Hearing, Present, Discuss, and Consider Action on Ordinance No. 1616 on a Request to Amend the Valencia on the Lake Planned Development (Planned Development Ordinance No. 1233) on Approximately 447.942 Acres of Land, Generally Located on the West Side of FM 423, Along Doe Creek Road, between Doe Branch and Panther Creek Waterways, within Little Elm's Town Limits.

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1616:

DESCRIPTION:

Location

Generally located on the west side of FM 423, along Doe Creek Road, between Doe Branch and Panther Creek Waterways, within Little Elm's town limits.

Planning Analysis

The Valencia Subdivision was approved by Council on November 5, 2013, inclusive of a Developer's Agreement and Planned Development (PD) that covered development standards and other elements related to the Valencia development. Since then, there have been six separate amendments to the Developer's Agreement, which have not been reflected within the PD Ordinance language. The first amendment in September 2014 revised certain setback regulations contained in the PD Standards. The second amendment in June 2015 revised and supplemented certain trail construction obligations and revised certain development standards. The third amendment in February 2016 revised the garage standards in the PD standards relating to certain lots. The fourth amendment in August 2016 revised the PD standards relating to certain Lot sizes and Lot counts, updated the Trail Exhibit and trail obligations, required the construction of an amenity center, and required certain additional development standards related to trees, irrigation systems, and construction materials. The fifth amendment in September 2015 revised payment

requirements due to the Town in relation to the construction of the amenity center and addressed the timing of the construction of the amenity center. The sixth amendment in February 2021 included the new Phase 4 Lot mix and revised development standards, revision of the covenants, conditions, and restrictions, construction Rockhill Parkway, including the 8' sidewalk along Rockhill Parkway, location of certain parks, and a phasing exhibit for infrastructure. At this time, the applicant is requesting to amend the existing PD Ordinance in order to capture the agreed upon standards, per the already approved Developer's Agreement amendments.

The purpose of this request is to combine and incorporate all the previous amendments into one cohesive ordinance document with updated exhibits. The timeline below outlines in more detail the history of the above-mentioned amendments.

Timeline of Amendments:

September 16, 2014 (First Amendment):

Revised the Type 4 (40's) lots.

- 20' minimum front yards were reduced to 10' minimum.
- 20' minimum rear yards were reduced to 10' minimum.
 - These front and rear yard reductions allowed for a 30' x 75' building pad.

June 2, 2015 (Second Amendment):

Revised the Type 2 (80's) and Type 3 (60's) lots.

- 20' minimum rear yards were reduced to 15' minimum.
- Added "Gifts to the Street". Please se the list below of the Gifts to the Street:
 - Architectural garage doors.
 - Architectural pillars and posts.
 - Bay windows.
 - Brick chimney on exterior wall (front of house).
 - Cast stone accents.
 - Covered front porches.
 - Cupolas or turrets.
 - Dormers.
 - Gables.
 - Garage door not facing streets.
 - Roof accent upgrades (i.e. metal, tile, slate, etc.).
 - Recessed entries, a minimum of three (3) feet deep.
 - Greater than an 8:12 primary roof pitch.
 - Separate transom windows.
 - Variable roof pitch.
 - Shutters.
- Type 1,2,3, and 5 lots shall have at least four of the listed Gifts to the Street.
- Type 4 lots shall have at least five (5) of the listed Gifts to the Street.
- Remove the tile/masonry roof requirement from Type 4 (40's) lots.
- Increased the trail width from eight feet (8') to ten feet (10').
- Increased the trail concrete thickness from four inches (4") to six inches (6").
- Increased the trail subgrade from two inches (2") of bedding sand to six inches (6") of compacted subgrade.
- Added terms and conditions under which the developer would be able to utilize/contribute proceeds from a proposed TXDOT trial grant.
- Nine (9) parking locations identified for potential parking area. Developer is required to construct a minimum of three (3) parking areas with a minimum of three (3) parking stalls at

February 16, 2016 (Third Amendment):

Garage requirements were reduced for Type 2 (80's) lots.

 Prior to the revision, garages on 80' lots could not face the street unless they were set back 30' from front of the home. The revision makes the garage requirements on the 80's mirror that of the 60' lots.

August 2, 2016 (Fourth Amendment):

Significant revisions were made to the lot types via Concept Plan.

- Added the construction of the Amenity Center.
- Revised several development standards that included:
 - Increased lot coverage for the 40's from 55% to 57%.
 - Added 50' lots for Patio Homes.
 - Added 70's to the plan with a minimum of 154.
 - Added the requirement to plant at least one (1) ornamental tree per lot.
 - Added the new lots to provide Gifts to the Street.
 - Added that all garage doors and front doors in Phase 2, 3, 4, and 5 (excluding Type 4 and Type 5 lots) must consist of , or have the appearance of stained wood.
 - Added that all front yards shall be irrigated with an automated system.
- Revised the trail path exhibit to provide the new alignment.

August 15, 2017 (Fifth Amendment):

An amendment was made to the whereas clause that dealt with the PID issue and TIRZ language and a section was added pertaining the amenity center by providing deadlines and penalties for the construction.

February 2, 2021 (Sixth Amendment):

Revisions made by the revised, approved, and executed Developer's Agreement. The Developer conducted a meeting with the HOA on January 21, 2021 and received favorable feedback with the items that were being requested at that time. The changes made in the Developer's Agreement and are being proposed in the Planned Development Amendment include the following:

- Rockhill Parkway and 8' sidewalk completion: (See Exhibit J and E-2)
 - As a condition of the Town's acceptance of the next phase of development (Phase 2B-2 4), the Developer is required to construct the remaining portion of Rockhill Parkway, in it's entirety.
 - Final two lanes of Rockhill Parkway will be completed which will include streetlights and median landscaping.
 - Eight-foot (8') sidewalk along the entire length of Rockhill Parkway, from Riola Drive to Casinos Drive will be constructed.
 - The temporary trail there today will remain until the sidewalk is competed.
 - A \$500 per day penalty clause is within the agreement.

• Parks and Open Space: (See Exhibit E, E-2, I, and K)

- The PD amendment requires two (2) new parks, each with open play areas, play structures, dog park, and other features. The new parks shall be owned by the (due to PID funding regulations) but maintained by the HOA.
 - Park A: Located strategically located in the "middle" of Valencia, adjacent to the school property, and when construction of the school and school's recreation

facilities are complete, would serve as a large open space with playground and recreational facilities for all ages. The construction of this park is directly tied to the construction of the next phase (Phase 2B-2 - 4A) and acceptance of the Phase.

- There is a \$500 per day penalty clause in the agreement.
- Park B: Located adjacent to the existing Amenity Center and sport courts. This park is near the point of the peninsula and boast incredible views of the lake and has a great connection to untouched nature of the Corp. property. The park will also consist of a traditional playground structure as well as wellness/exercise equipment and large open play fields. The construction of Park B is directly tied to the construction and acceptance of Phase 4B/4C.
- The penalty that was accessed as part of the amenity center construction delay, the \$62,000 outstanding balance will be applied to Park Enhancements in Park B.
- There is a \$500 per day penalty clause in the agreement.
- Lot Mix and Concept Plan Modifications: (See Exhibit D and Lot Mix Chart)
 - The amended Concept Plan shows:
 - Phase 2B will add four (4) additional 60' lots.
 - Phase 4 will be modified to eliminate the Developer's ability to develop any future 40' or any future Townhome lots.
 - Phase 4 will consist solely of 50' and 60' lots.
 - The overall Phase 4 lot count will increase from 341 lots to 444 lots, a 103-lot increase.

Recommendation to the Commission. Staff recommended approval of the Planned Development amendments as proposed.

Commission Findings. The Planning and Zoning Commission, meeting in regular session on June 3, 2021, unanimously voted to recommend approval of the request as proposed.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Planning and Zoning Commission recommends approval of the request without conditions.

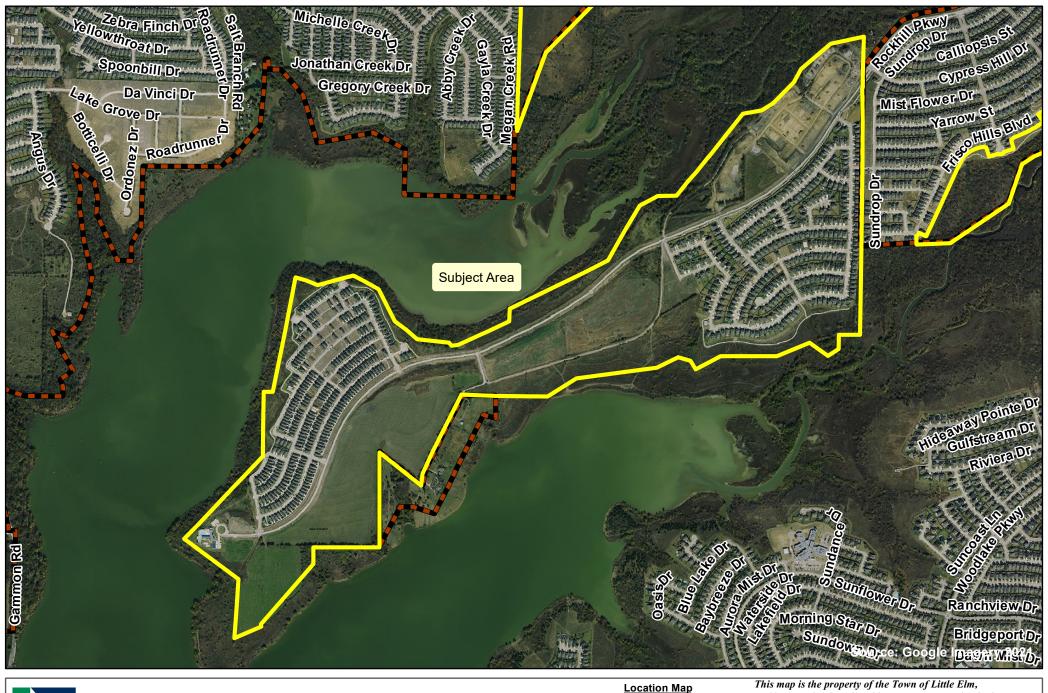
Attachments

Location Map
Ordinance No. 1616

PD Exhibits

Development Agreement - Valencia 6th Amendment

Ordinance No. 1233





Valencia on the Lake Planned Development 1,416 Lots

Date: 5/18/2021

0 1,125 2,250 Feet

Legend

Valencia on the Lake PD

Town Limits



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

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

TOWN OF LITTLE ELM ORDINANCE NO. 1616

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING PLANNED DEVELOPMENT-SINGLE FAMILY 4 (PD-SF4) ORDINANCE NO. 1233, BY **AMENDING EXHIBIT** В (PD STANDARDS), (CONCEPT/PHASING PLAN), EXHIBITS E AND I (PARKS AND OPEN SPACE), AND EXHIBITS E-2 AND J (STREET TYPES AND SIDEWALKS) REMOVING **EXHIBIT** E-1, (ACKNOWLEDGMENT RESOLUTION OF PENALTY), TO ALLOW MODIFIED DEVELOPMENT STANDARDS ON APPROXIMATELY 447.942 ACRES OF LAND, GENERALLY LOCATED ON THE WEST SIDE OF FM 423, ALONG DOE CREEK ROAD, BETWEEN DOE BRANCH AND PANTHER CREEK WATERWAYS: PROVIDING A SAVINGS CLAUSE: CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, a request for a change in zoning has been initiated by Valencia on the Lake to amend Exhibits B, D, E, E-2, I, and J, and removing Exhibit E-1, of the subject Planned Development-Single Family 4 (PD-SF4), for approximately 447.942 acres of land, more specifically described on the exhibits, attached hereto; and

WHEREAS, this zoning change is accordance with the most current adopted Comprehensive Plan of the Town of Little Elm; and

WHEREAS, the Town Council and the Planning & Zoning Commission of the Town of Little Elm, in compliance with the laws of the State of Texas and the ordinances of the Town of Little Elm, have given the required notices and held the required public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof regarding the requested planned development amendment described herein; and

WHEREAS, at its regular meeting held on June 3, 2021 the Planning & Zoning Commission considered and made recommendations on a request to amend the subject Planned

Development-Single Family 4 (PD-SF4), (Case No.21-PD-006); and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning & Zoning Commission and any other information and materials received at the public hearing, the Town Council of the Town of Little Elm, Texas, has determined that the requested amendment to the subject Planned Development-Single Family 4 (PD-SF4) would be in the interest of public health, safety and welfare of the citizens of the Town of Little Elm.

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

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

SECTION 2. ZONING AMENDMENT That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by amending Planned Development-Single Family 4 (PD-SF4) Ordinance No. 1233, in order to allow modified development standards, generally located west of FM 423, along Doe Creek Road, between Doe Branch and Panther Creek Waterways, within Little Elm Town limits, an approximately 447.942 acre tract of land more particularly described as **Exhibit A**, and attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

SECTION 3. CONDITIONS AND REGULATIONS. The subject Planned Development-Single Family 4 (PD-SF4) Ordinance No. 1233 is hereby amended as follows:

- a) Exhibit B. PD STANDARDS:
 - IV. LOT TYPE REGULATIONS
 - A. Lot Type 1 shall have:
 - At least four (4) of the listed Gifts to the Street.
 - B. Lot Type 2 shall have:
 - A minimum 15' rear yard setback;
 - At least four (4) of the listed Gifts to the Street; and
 - Garage requirements must mirror that of Lot Type 3.
 - C. Lot Type 3 shall have:
 - A minimum 15' rear yard setback; and
 - At least four (4) of the listed Gifts to the Street.
 - D. Lot Type 4 shall have:
 - A minimum 10' front yard setback to allow for a 30' x 75' building pad;

- A minimum 10' rear yard setback to allow for a 30' x 75' building pad;
- Minimum lot coverage of 57%; and
- At least five (5) of the listed Gifts to the Street;
- Tile/masonry roof materials requirement has been removed.

E. Lot Type 5 shall have:

• At least four (4) of the listed Gifts to the Street.

V. DEVELOPMENT AND DESIGN STANDARDS:

- D. Landscape Standards
 - 1. Additional Requirements shall include:
 - c. All front yards shall be irrigated with an automated system; and
 - d. At least one (1) ornamental tree per lot.

F. Residential Architectural Standards

1. Gifts to the Street shall include:

Architectural garage doors

Architectural pillars and posts

Bay windows

Brick chimney on exterior wall (front of house)

Cast stone accents

Covered front porches

Cupolas or turrets

Dormers

Gables

Garage door not facing streets

Roof accent upgrades (i.e. metal, tile, slate, etc.)

Recessed entries, a minimum of three (3) feet deep

Greater than an 8:12 primary roof pitch

Separate transom windows

Variable roof pitch

Shutters

2. Building Materials:

c. All garage doors and front doors in Phase 2, 3, 4, and 5 (excluding Type 4 and Type 5 lots) must consist of, or have the appearance of stained wood.

VI. PARK AND OPEN SPACE REQUIREMENTS:

"The Valencia on the Lake Planned Development District shall provide a minimum of 65 acres to be used as Public Open Space, which may include, but is not limited to, passive uses including a trail system with park benches. Public Open Space shall be maintained by the HOA. A public improvement district may fund the costs of maintenance of Public Open Space.

In addition, a minimum of two (2) public park sites shall be dedicated to the Town. Combined, the park sites within Valencia on the Lake shall be a minimum of ten acres, with each park being a minimum of two (2) acres each. The completed parks will be dedicated to the Town and maintained by the HOA.

The locations of the parks are shown on a revised **Exhibit E**. which is attached to this Sixth Amendment, and which replaces both the former **Exhibit E** and **Exhibit E-1**. Owner will design the parks to be interactive, including at a minimum; benches, play structures, and shade structures. The parks will further be designed to incorporate natural elements of the adjacent property.

Park A, with the specific improvements as shown on the attached **Exhibit I**, will be approximately two (2) acres, and will be constructed simultaneously with the development of Phase 2B-2/4A. Owner will cause Park A to be completed and accepted by the Town within sixty (60) days of the Town's acceptance of Phase 2B-2/4A, provided that the Town timely provides the necessary approvals for the Park A Landscaping/Hardscaping Plan. The Park A completion date shall be extended by one (1) business day for each business day the Town delays approval of the Park A Landscaping/Hardscaping Plan beyond the applicable Standard Review Period. If Park A is not completed by its completion date, which may be extended as provided above, Owner shall pay a penalty of five-hundred dollars (\$500.00) for each day beyond the completion date that Park A is not completed.

Park B, with the specific improvements as shown on the attached **Exhibit I**, will be approximately ten (10) acres, and will be constructed simultaneously with the development of Phase 4B. Owner will cause Park B to be completed and accepted by the Town within sixty (60) days of the Town's acceptance of Phase 4B, provided that the Town timely provides the necessary approvals for the Park B Landscaping/Hardscaping Plan. The Park B completion date shall be extended by one (1) business day for each business day the Town delays approval of the Park B Landscaping/Hardscaping Plan beyond the applicable Standard Review Period. If Park B is not completed by its completion date, which may be extended as provided above, Owner shall pay a penalty of five-hundred dollars (\$500.00) for

each day beyond the completion date that Park B is not completed.

The Owner shall in good faith effort seek approval from the U.S. Army Corps of Engineers (USACE) to construct, or cause to be constructed, a trail system consisting of a trail pathway through the flowage easement and Corps fee title property to connect the proposed park sites. Notwithstanding the foregoing, the Owner's right to develop any portion of the Property shall be unaffected by obtaining approval from the USACE to construct, or cause to be constructed, this trail system.

The minimum design standards for the trails shall include the following: Trails shall be a minimum of ten feet (10') in width and six inches (6") in depth and be constructed out of 3500 psi concrete with #3 steel rebar at eighteen inches (18") on center each way (O.C.E.W.). Trail subgrade shall consist of six inches (6") of 95% compacted soil subgrade. On average and subject to USACE approval, each trail system should have an average of one bench and one trash receptacle per 1,000 linear feet of trail. Sidewalks internal to the development will be used to connect the neighborhoods to the trail system. A trail pathway plan is included in **Exhibit E**.

Recreational parking shall be provided as shown on **Exhibit I**. A minimum of three (3) parking spaces shall be provided at each location shown on **Exhibit I**. Direct access from the public street shall be permitted for the parking areas (i.e. head-in parking). The parking spaces shall be a minimum of nine (9) feet wide and twenty (20) feet long.

- b) Exhibit D. CONCEPT/PHASING PLAN, is revised, hereto attached, and shall be adopted and made a part hereof for all purposes.
 - A. All future structures shall comply with the Single Family 4 Standards for Residential Structures regulations as outlined in the Town's Zoning Ordinance, as amended.
 - B. Phase 2B will include a total of 179 sixty-foot (60') lots
 - C. Phase 4 shall not include the Developer's ability to develop any future forty-foot (40') lots or any future Townhome lots.
 - D. Phase 4 will consist solely of fifty-foot (50') and sixty-foot (60') lots.
 - E. Phase 4 will consist of a total of 444 lots overall.
- c) Exhibits J and E-2. STREET TYPE AND SIDEWALK EXHIBITS, are revised, hereto attached, and shall be adopted and made a part hereof for all purposes.

SECTION 4. PLANNED DEVELOPMENT MASTER PLAN The revised related plans and documents approved and described as **Exhibits B, D, E, E-2, I, and J** attached hereto and made a part hereof are approved. The subject property shall be improved in accordance with the plan set forth in the attached Exhibits.

- a) If, after two years from the date of approval of the Planned Development Master Plan, no substantial development progress has been made within the PD, then the Planned Development Master Plan shall expire. If the Planned Development Master Plan expires, a new Planned Development Master Plan must be submitted and approved according to the procedures within the Zoning Ordinance, Planned Development Districts. An extension of the two year expiration shall be granted if a development Application for the PD has been submitted and is undergoing the development review process or if the Director of Development Services determines development progress is occurring.
- b) The Planned Development Master Plan shall control the use and development of the property, and all building permits and development requests shall be in accordance with the plan until it is amended by the Town Council.
- c) If a change to the Concept Plan, if any, is requested, the request shall be processed in accordance with the development standards in effect at the time the change is requested for the proposed development.

SECTION 5. SAVINGS. This Ordinance shall be cumulative of all other ordinances of the Town, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are indirect conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

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

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 6th day of July, 2021.

	Town of Little Elm, Texas	
	Curtis Cornelious, Mayor	
ATTEST:		
Caitlan Biggs, Town Secretary		

EXHIBIT ALEGAL DESCRIPTION

LEGAL DESCRIPTION 447.942 ACRES

BEING A TRACT OF LAND SITUATED IN THE S. GUARRARA SURVEY, ABSTRACT NO. 456 AND THE T. RODRIGUEZ SURVEY, ABSTRACT NO. 1068, AND THE A. COOPER SURVEY, ABSTRACT NO. 250, IN DENTON COUNTY, TEXAS, AND BEING ALL OF A CALLED 447.942 ACRE TRACT OF LAND CONVEYED TO SASSANID ARCADY HOLDINGS, L.P. BY DEED RECORDED IN DOCUMENT NUMBER 2006-326, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS. SAID 448.005 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83. AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A CORPS OF ENGINEERS MONUMENT STAMPED "J-818-1/1" FOUND FOR THE NORTHEAST CORNER OF AFORESAID 448.136 ACRE TRACT AND BEING ON THE WEST LINE OF A CALLED 34.4606 ACRE TRACT OF LAND CONVEYED TO DAVID J. KIRCH BY DEED RECORDED IN VOLUME 3060, PAGE 706, DEED RECORDS, DENTON COUNTY, TEXAS:

THENCE SOUTH 00 DEGREES 17 MINUTES 50 SECONDS WEST, ALONG THE EAST LINE OF AFORESAID 448.136 ACRE TRACT AND THE COMMON WEST LINES OF AFORESAID 34.4606 ACRE TRACT AND A CALLED 123.243 ACRE TRACT OF LAND CONVEYED TO THOMAS JAMES GEORGE AND ROBERT JOSEPH GEORGE BY DEED RECORDED IN VOLUME 853, PAGE 138, DEED RECORDS, DENTON, COUNTY, TEXAS, A DISTANCE OF 2121.00 FEET TO A POINT FOR CORNER;

THENCE SOUTH 01 DEGREES 54 MINUTES 55 SECONDS WEST, CONTINUING ALONG THE EAST LINE OF AFORESAID 448.136 ACRE TRACT AND THE COMMON WEST LINES OF AFORESAID 123.243 ACRE TRACT, A DISTANCE OF 616.18 FEET TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DIS STAMPED "J-819-9" (DISTURBED) FOUND FOR THE SOUTHWEST CORNER OF SAID 123.243 ACRE TRACT;

THENCE ALONG THE COMMON PROPERTY LINES OF AFORESAID 448.136 ACRE TRACT AND GARZA-LITTLE ELM RESERVOIR (LAKE LEWISVILLE) THE FOLLOWING COURSES AND DISTANCES:

SOUTH 05 DEGREES 05 MINUTES 39 SECONDS WEST, A DISTANCE OF 973.12 FEET TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DISC STAMPED "J-819-7B" FOUND FOR CORNER;

SOUTH 05 DEGREES 47 MINUTES 18 SECONDS WEST, A DISTANCE OF 188.48 FEET TO A CORPS OF ENGINEERS METAL FENCE CORNER POST STAMPED "JP-5A" FOUND FOR CORNER:

SOUTH 89 DEGREES 33 MINUTES 02 SECONDS WEST, A DISTANCE OF 201.77 FEET TO A CORPS OF ENGINEERS METAL FENCE CORNER POST STAMPED "JP-5J" FOUND FOR CORNER,

SOUTH 01 DEGREES 10 MINUTES 59 SECONDS EAST, A DISTANCE OF 197.53 FEET TO A CORPS OF ENGINEERS METAL FENCE CORNER POST STAMPED "JP-5K" FOUND FOR CORNER:

SOUTH 59 DEGREES 49 MINUTES 02 SECONDS WEST, A DISTANCE OF 157.90 FEET TO A CORPS OF ENGINEERS METAL FENCE CORNER POST STAMPED "JP-5L" FOUND FOR CORNER;

NORTH 53 DEGREES 19 MINUTES 52 SECONDS WEST, A DISTANCE OF 309.93 FEET TO A CORPS OF ENGINEERS METAL FENCE CORNER POST STAMPED "JP-5M" FOUND FOR CORNER:

SOUTH 66 DEGREES 04 MINUTES 16 SECONDS WEST, A DISTANCE OF 446.47 FEET TO A CORPS OF ENGINEERS METAL FENCE CORNER POST STAMPED "JP-5C" FOUND FOR CORNER;

NORTH 89 DEGREES 51 MINUTES 07 SECONDS WEST, A DISTANCE OF 730.36 FEET TO A CORPS OF ENGINEERS METAL FENCE CORNER POST STAMPED "JP-5D" FOUND FOR CORNER:

SOUTH 62 DEGREES 27 MINUTES 46 SECONDS WEST, A DISTANCE OF 369.89 FEET TO A CORPS OF ENGINEERS METAL FENCE CORNER POST STAMPED "JP-5E" FOUND FOR CORNER:

NORTH 30 DEGREES 01 MINUTES 04 SECONDS WEST, A DISTANCE OF 182.06 FEET TO A CORPS OF ENGINEERS METAL FENCE CORNER POST STAMPED "JP-5F" FOUND FOR CORNER;

NORTH 77 DEGREES 59 MINUTES 54 SECONDS WEST, A DISTANCE OF 203.73 FEET TO A CORPS OF ENGINEERS METAL FENCE CORNER POST STAMPED "JP-5G" FOUND FOR CORNER;

SOUTH 67 DEGREES 53 MINUTES 42 SECONDS WEST, A DISTANCE OF 253.97 FEET TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DISC STAMPED "J-809-2-3" FOUND FOR CORNER;

SOUTH 85 DEGREES 20 MINUTES 33 SECONDS WEST, A DISTANCE OF 1000.06 FEET TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DISC STAMPED "J-809-2-2" FOUND FOR CORNER:

SOUTH 60 DEGREES 03 MINUTES 52 SECONDS WEST, A DISTANCE OF 742.15 FEET TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DISC STAMPED "J-809-2-1" FOUND FOR CORNER;

THENCE NORTH 88 DEGREES 47 MINUTES 14 SECONDS WEST, A DISTANCE OF 900.19 FEET TO A ½ INCH ROD FOUND FOR A NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO ROBERT SPARKS BY DEED RECORDED IN VOLUME 820, PAGE 541, DEED RECORDS, DENTON COUNTY, TEXAS;

THENCE SOUTH 25 DEGREES 56 MINUTES 04 SECONDS WEST, ALONG THE WEST LINE OF AFORESAID ROBERT SPARKS TRACT, A DISTANCE OF 400.69 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID ROBERT SPARKS TRACT AND THE BEING THE

NORTHWEST CORNER OF THE SHORES AT LAKE LEWISVILLE AN ADDITION TO DENTON COUNTY, TEXAS BY PLAT RECORDED IN CABINET L, PAGE 386, PLAT RECORDS, DENTON COUNTY, TEXAS;

THENCE SOUTH 25 DEGREES 47 MINUTES 13 SECONDS WEST, ALONG THE WEST LINE OF AFORESAID THE SHORES AT LAKE LEWISVILLE, A DISTANCE OF 678.25 FEET TO A POINT FOR THE SOUTHWEST CORNER OF THE SAID SHORES AT LAKE LEWISVILLE AND BEING THE NORTHWEST CORNER OF A CALLED 2.4796 ACRE TRACT OF LAND CONVEYED TO ROBERT ERIC SEITZ AND WIFE, CHRISTY L. SEITZ BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2001-R0084339, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS;

THENCE SOUTH 26 DEGREES 32 MINUTES 44 SECONDS WEST, ALONG THE WEST LINE OF AFORESAID 2.4796 ACRE TRACT, A DISTANCE OF 163.19 FEET TO A 1 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 2.4796 ACRE TRACT AND BEING THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED TO CLIFFORD E. BURGERT AND WIFE, NORMA J. BURGERT BY DEED RECORDED IN VOLUME 603, PAGE 591, DEED RECORDS, DENTON COUNTY, TEXAS;

THENCE NORTH 53 DEGREES 24 MINUTES 02 SECONDS WEST, ALONG THE NORTHEAST LINE OF AFORESAID BURGERT TRACT, A DISTANCE OF 613.52 FEET TO A POINT FOR CORNER;

THENCE SOUTH 00 DEGREES 14 MINUTES 27 SECONDS WEST, ALONG THE WEST LINE OF AFORESAID BURGERT TRACT, A DISTANCE OF 1204.38 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID BURGERT TRACT;

THENCE ALONG THE COMMON PROPERTY LINES OF AFORESAID 448.136 ACRE TRACT AND GARZA-LITTLE ELM RESERVOIR (LAKE LEWISVILLE) THE FOLLOWING COURSES AND DISTANCES:

SOUTH 88 DEGREES 47 MINUTES 31 SECONDS WEST, A DISTANCE OF 852.62 FEET TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DISC STAMPED "H-723-A" FOUND FOR CORNER;

SOUTH 01 DEGREES 35 MINUTES 41 SECONDS WEST, A DISTANCE OF 224.05 FEET TO A ½ INCH IRON ROD FOUND FOR CORNER;

SOUTH 41 DEGREES 04 MINUTES 06 SECONDS WEST, A DISTANCE OF 1034.72 FEET TO A 5/8 INCH IRON ROD FOUND FOR CORNER;

SOUTH 31 DEGREES 38 MINUTES 08 SECONDS EAST, A DISTANCE OF 43.78 FEET TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DISC STAMPED "H-725-6" FOUND FOR CORNER;

SOUTH 67 DEGREES 00 MINUTES 25 SECONDS WEST, A DISTANCE OF 399.76 FEET TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DISC STAMPED "H-725-5" FOUND FOR CORNER:

NORTH 03 DEGREES 41 MINUTES 10 SECONDS EAST, A DISTANCE OF 799.90 FEET TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DISC STAMPED "H-725-4" FOUND FOR CORNER;

NORTH 54 DEGREES 21 MINUTES 53 SECONDS WEST, A DISTANCE OF 880.37 FEET TO A BROKEN CONCRETE MONUMENT WITH A BRASS DISC STAMPED "H-725-3" FOUND FOR CORNER:

NORTH 43 DEGREES 52 MINUTES 25 SECONDS EAST, PASSING AT A DISTANCE OF 470.45 FEET TO A BROKEN CONCRETE MONUMENT FOUND FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 1470.92 FEET TO A POINT FOR CORNER;

NORTH 00 DEGREES 16 MINUTES 40 SECONDS EAST, A DISTANCE OF 841.00 FEET TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DISC STAMPED "H-725-1" FOUND CORNER;

SOUTH 89 DEGREES 24 MINUTES 13 SECONDS EAST, A DISTANCE OF 124.81 FEET TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DISC STAMPED "J-802-1" FOUND FOR CORNER:

NORTH 11 DEGREES 07 MINUTES 21 SECONDS EAST, A DISTANCE OF 189.76 FEET TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DISC STAMPED "J-802-1A" FOUND FOR CORNER;

NORTH 11 DEGREES 09 MINUTES 34 SECONDS EAST, A DISTANCE OF 1139.40 FEET TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DISC STAMPED "J-802-1B" FOUND FOR CORNER;

NORTH 11 DEGREES 07 MINUTES 01 SECONDS EAST, A DISTANCE OF 206.42 FEET TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DISC SSTAMPED "J-802-2" FOUND FOR CORNER;

SOUTH 67 DEGREES 02 MINUTES 47 SECONDS EAST, A DISTANCE OF 300.01 FEET TO A ½ INCH IRON ROD FOUND FOR CORNER;

NORTH 74 DEGREES 49 MINUTES 11 SECONDS EAST, A DISTANCE OF 490.87 FEET TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DISC STAMPED "J-807-1/1" FOUND FOR CORNER;

SOUTH 61 DEGREES 15 MINUTES 26 SECONDS EAST, A DISTANCE OF 373.27 FEET TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DISC STAMPED "J-807-1/2" FOUND FOR CORNER;

SOUTH 26 DEGREES 49 MINUTES 05 SECONDS EAST, A DISTANCE OF 699.90 FEET TO A ½ INCH IRON ROD FOUND FOR CORNER;

SOUTH 81 DEGREES 28 MINUTES 29 SECONDS EAST, A DISTANCE OF 666.26 FEET TO A POINT FOR CORNER;

NORTH 66 DEGREES 13 MINUTES 24 SECONDS EAST, A DISTANCE OF 1797.71 FEET TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DISC STAMPED "J-809-1/2" FOUND FOR CORNER;

NORTH 41 DEGREES 17 MINUTES 12 SECONDS EAST, A DISTANCE OF 667.01 FEET TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DISC STAMPED "J-809-1/3" FOUND FOR CORNER;

NORTH 31 DEGREES 23 MINUTES 34 SECONDS EAST, A DISTANCE OF 700.27 FEET TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DISC STAMPED "J-809-1/4" FOUND FOR CORNER:

NORTH 63 DEGREES 23 MINUTES 49 SECONDS EAST, A DISTANCE OF 273.07 FEET TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DISC STAMPED "J-840-1" FOUND FOR CORNER:

SOUTH 89 DEGREES 29 MINUTES 46 SECONDS EAST, A DISTANCE OF 229.83 FEET TO A POINT FOR CORNER;

NORTH 38 DEGREES 34 MINUTES 35 SECONDS EAST, A DISTANCE OF 1360.52 FEET TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DISC STAMPED "J-812-1" FOUND FOR CORNER;

NORTH 80 DEGREES 39 MINUTES 19 SECONDS EAST, A DISTANCE OF 243.94 FEET TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DISC STAMPED "J-812-3" FOUND FOR CORNER;

NORTH 59 DEGREES 22 MINUTES 33 SECONDS EAST, A DISTANCE OF 168.45 FEET TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DISC STAMPED "J-812-4" FOUND FOR CORNER;

NORTH 44 DEGREES 29 MINUTES 05 SECONDS EAST, A DISTANCE OF 399.34 FEET TO A ½ INCH IRON ROD FOUND FOR CORNER;

NORTH 28 DEGREES 23 MINUTES 26 SECONDS EAST, A DISTANCE OF 199.91 FEET TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DISC STAMPED "J-812-6" FOUND FOR CORNER:

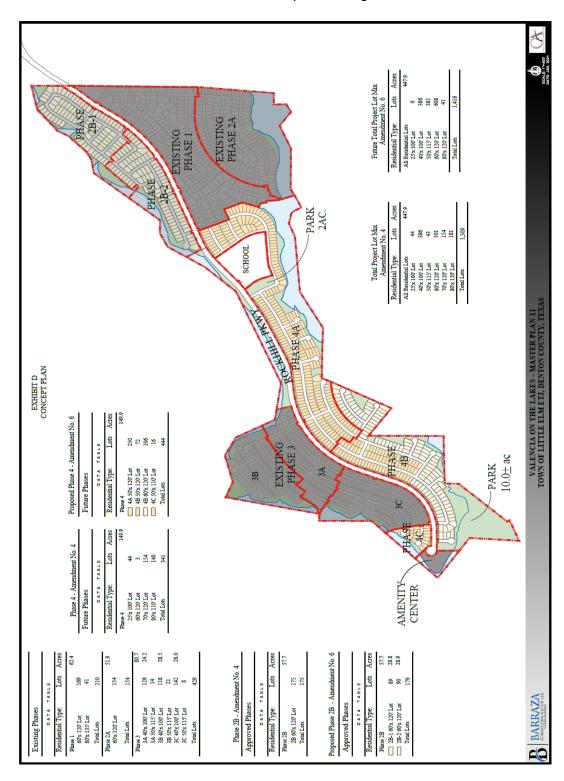
NORTH 49 DEGREES 33 MINUTES 37 SECONDS EAST, A DISTANCE OF 500.13 FEET TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DISC STAMPED "J-812-7" FOUND FOR CORNER;

NORTH 77 DEGREES 57 MINUTES 14 SECONDS EAST, A DISTANCE OF 439.11 FEET TO THE POINT OF BEGINNING, AND CONTAINING 447.942 ACRES OF LAND, MORE OR LESS.

EXHIBIT "D"

CONCEPT/PHASING PLAN

447.9 Acre Concept/Phasing Plan



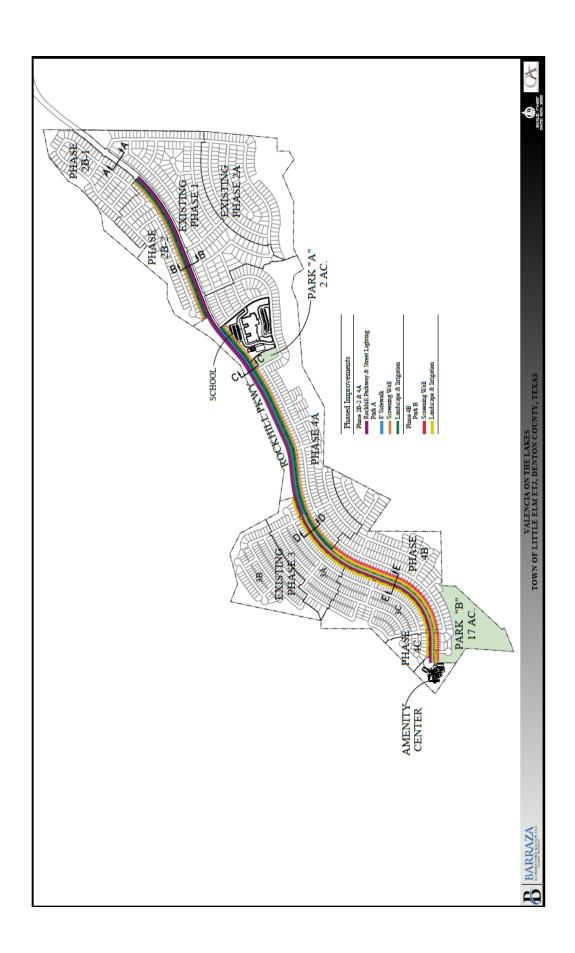
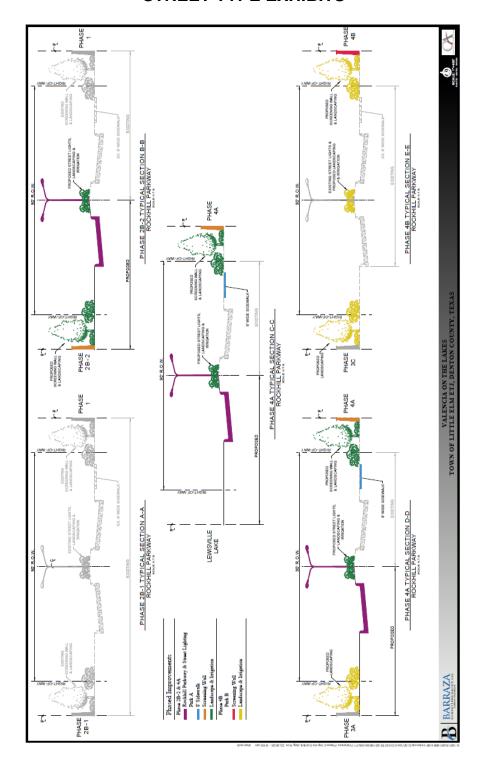
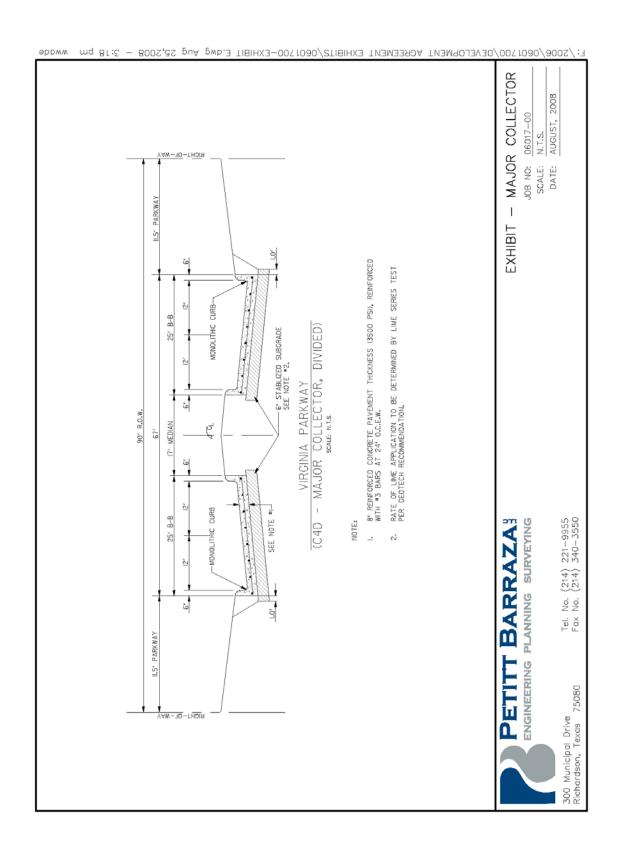
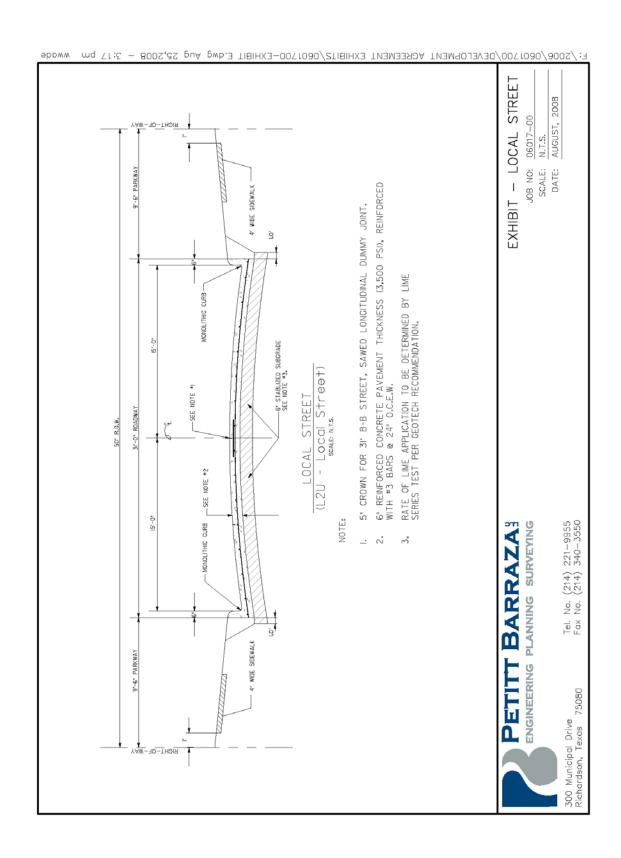


EXHIBIT "J"

STREET TYPE EXHIBITS







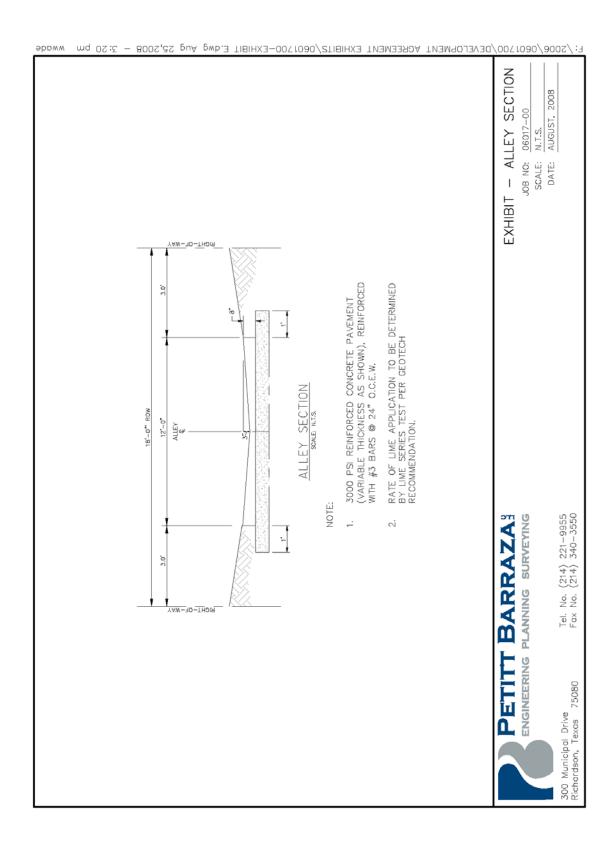


EXHIBIT "E"

PARK EXHIBITS

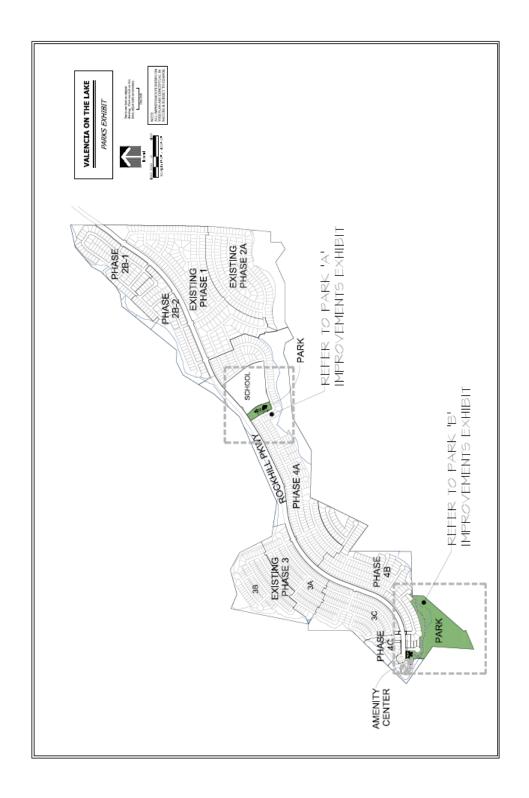


EXHIBIT "E-2"

CONCRETE TRAIL & SIDEWALK EXHIBITS

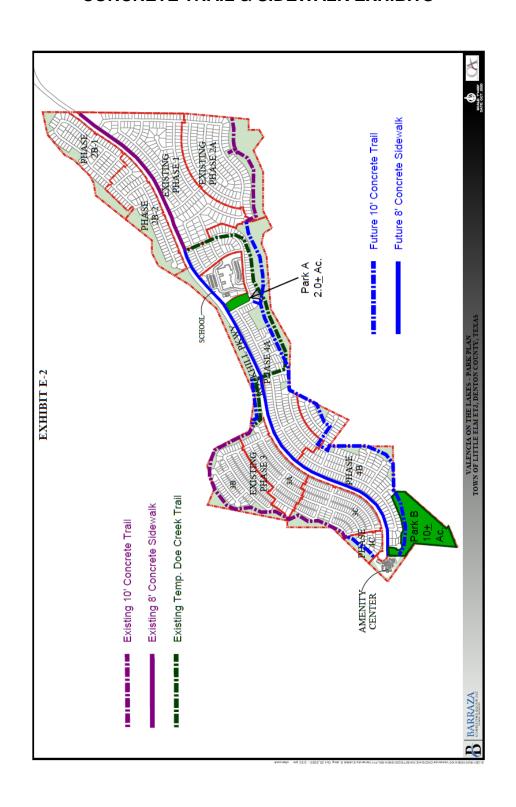
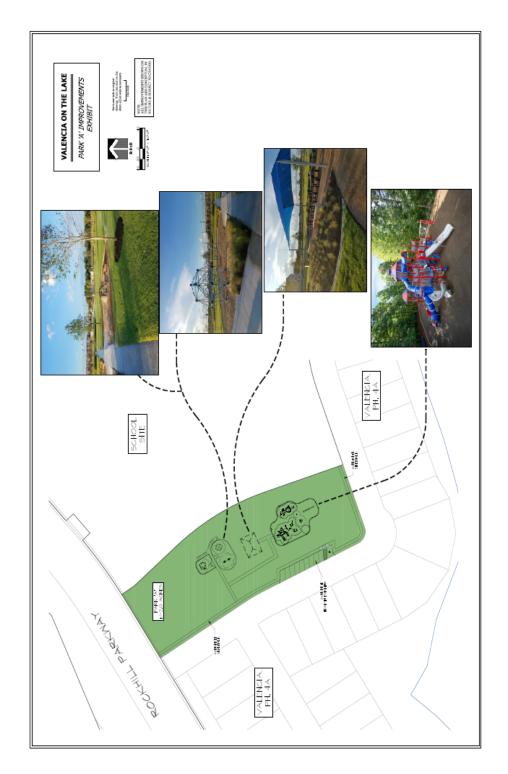
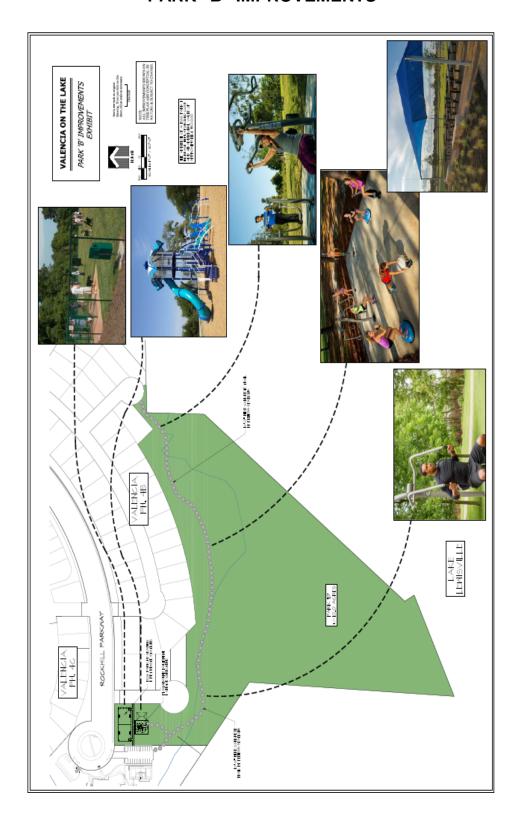


EXHIBIT "I"

PARK "A" IMPROVEMENTS



PARK "B" IMPROVEMENTS



Denton County Juli Luke County Clerk

Instrument Number: 30024

ERecordings-RP

AGREEMENT

Recorded On: February 22, 2021 04:19 PM Number of Pages: 20

" Examined and Charged as Follows: "

Total Recording: \$102.00

******* THIS PAGE IS PART OF THE INSTRUMENT *********

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information: Record and Return To:

Document Number: 30024

Receipt Number: 20210222000959

Recorded Date/Time: February 22, 2021 04:19 PM

User: Amanda B Station: Station 26



STATE OF TEXAS COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Simplifile

Juli Luke County Clerk Denton County, TX

SIXTH AMENDMENT TO THE VALENCIA ON THE LAKE PRE-ANNEXATION AGREEMENT, DEVELOPMENT AGREEMENT, PUBLIC IMPROVEMENT DISTRICT AGREEMENT AND TAX INCREMENT REINVESTMENT ZONE AGREEMENT

This Sixth Amendment (this "Sixth Amendment") to the Valencia on the Lake Pre-Annexation Agreement, Development Agreement, Public Improvement District Agreement and Tax Increment Reinvestment Zone Agreement is made by and between Valencia on the Lake, L.P. ("Owner") and the Town of Little Elm, Texas (the "Town"), to be effective February 2 _____, 2021. The Town and Owner may be together referred to herein as the "Parties." Capitalized terms not defined herein shall have the respective meanings given to them in the Agreement.

RECITALS

WHEREAS, on November 5, 2013, the governing body (the "<u>Town Council</u>") of the Town adopted and approved the Valencia on the Lake Pre-Annexation Agreement, Development Agreement, Public Improvement District Agreement and Tax Increment Reinvestment Zone Agreement (the "<u>Agreement</u>"); and

WHEREAS, on September 16, 2014, the Town and Owner amended the Agreement by executing the First Amendment to the Agreement ("<u>First Amendment</u>"), which revised certain setback regulations contained in the PD Standards relating to Lots with a minimum width of forty feet (40"); and

WHEREAS, on June 2, 2015, the Town and Owner amended the Agreement by executing the Second Amendment to the Agreement ("Second Amendment"), which revised and supplemented certain trail construction obligations and revised certain development standards contained in the Agreement, as amended by the First Amendment; and

WHEREAS, on February 16, 2016, the Town and Owner amended the Agreement by executing the Third Amendment to the Agreement ("Third Amendment"), which revised the garage standards in the PD standards relating to Lots with a minimum width of eighty feet (80') to make such standards identical to those relating to Lots with a minimum width of sixty feet (60'), as such development standards were contained in the Agreement, as amended by the First Amendment and the Second Amendment; and

WHEREAS, on August 2, 2016, the Town and Owner amended the Agreement by executing the Fourth Amendment to the Agreement ("Fourth Amendment"), which (1) revised the PD standards relating to certain Lots by revising certain Lot sizes and Lot

counts, (2) updated the Trail Exhibit and revised the trail obligations, (3) required the construction of an amenity center pursuant to certain articulated standards, (4) required certain additional development standards related to trees, irrigation systems, and garage door and front door construction materials, as amended by the First Amendment, the Second Amendment, and the Third Amendment; and

WHEREAS, on September 5, 2017, the Town and Owner amended the Agreement by executing the Fifth Amendment to the Agreement ("Fifth Amendment"), which (1) revised the payment requirements due to the Town in relation to the construction of the Amenity Center, and (2) addressed the timing of the construction and completion of the Amenity Center.

WHEREAS, the Parties now wish to enter into this Sixth Amendment to amend the Agreement to reflect the new Phase 4 Lot mix and anticipated amendment to the development standards; anticipated revision of the covenants, conditions, and restrictions; the construction Rockhill Parkway, including the 8' sidewalk along Rockhill Parkway; the location of certain parks; the term of the Agreement; the timing of the second water line; and adding a phasing exhibit for infrastructure.

WHEREAS, the Parties agree that the standard review period ("Standard Review Period") for inspections shall be two (2) business days and the Standard Review Period for plan review shall be ten (10) days.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Sixth Amendment, and for good and valuable consideration the receipt and adequacy of which are acknowledged and agreed.

Through this Sixth Amendment, section VI of the Agreement is replaced in its entirety; Article VII and Section 6.3 are amended; Exhibits D and E are replaced with updated exhibits; Exhibit E-1 is removed; Exhibit E-2 is added; Exhibit I (Parks A and B) is added; Exhibit J (Infrastructure Phasing)is added; Exhibit K (Penalty Enhancements); and Exhibit L (Acknowledgement of Resolution of Penalty) is added. Furthermore, the Parties agree as follows:

1. Lot Mix.

Exhibit D to the Agreement, "Concept Plan," is hereby amended and replaced with the "Concept Plan," attached hereto, and shall become the new Exhibit D to the Agreement. The Parties further agree that the Lot counts shown in the Concept Plan (Exhibit D) may be adjusted higher by up to five (5) lots, or lower as needed, in order to account for future engineering requirements.

2. Rockhill Parkway and 8' Sidewalk.

As a component of the next phase of development, consisting of approximately ninety (90) sixty-foot (60') Lots and two hundred and fifty (250) fifty-foot (50') Lots, Owner agrees to construct, or cause to be constructed, the remaining two (2) lanes of Rockhill Parkway and the 8' sidewalk, identified in the Concept Plan, as follows:

Phases 2B-2/4A will proceed together as one phase. Within 120 days of the Pre-Construction Meeting for the development of Phase 2B-2/4A, between the Town and the Owner, or Owner's representatives, Owner agrees to construct and complete, or cause to be constructed and completed, the 8' concrete sidewalk along Rockhill Parkway from Riola Drive to the Valencia on the Lake Amenity Center, as identified in the attached Exhibit E-2. The completion date shall be extended by one business day for each business day the Town delays any necessary approvals beyond the applicable Standard Review Period. Furthermore, Owner agrees not to remove the temporary Doe Creek Trail link, as shown on the attached Exhibit E-2, until after the 8' sidewalk has been fully constructed. The HOA will maintain the temporary Doe Creek Trail link until the 8' sidewalk has been fully constructed. If the 8' concrete sidewalk is not completed by its completion date ,which may be extended as provided above, Owner shall pay a penalty of five-hundred dollars (\$500.00) for each day beyond the completion date that the sidewalk not completed, until the 8' sidewalk is completed.

Additionally, as component of the development of Phase 2B-2/4A, Owner agrees to construct the remaining two (2) lanes of Rockhill Parkway from Phase 2B-1 (just west of Salem Drive) to the Valencia on the Lake Amenity Center, as shown on the Exhibit E-2. Owner will submit plans for Phase 2B-2/4A within nine (9) months of the effective date of this Sixth Amendment. Rockhill Parkway will be completed as a condition prior to acceptance of Phase 2B-2/4A by the Town.

3. Parks.

Section VI of the Agreement is replaced in its entirety with the revised Section VI below. Exhibits E and E-1 are replaced with the revised Exhibit E, attached.

"VI. PARK AND OPEN SPACE REQUIREMENTS

"The Valencia on the Lake Planned Development District shall provide a minimum of 65 acres to be used as Public Open Space, which may include, but is not limited to, passive uses including a trail system with park benches. Public

Open Space shall be maintained by the HOA. A public improvement district may fund the costs of maintenance of Public Open Space.

In addition, a minimum of two (2) public park sites shall be dedicated to the Town. Combined, the park sites within Valencia on the Lake shall be a minimum of ten acres, with each park being a minimum of two (2) acres each. The completed parks will be dedicated to the Town and maintained by the HOA.

"The locations of the parks are shown on a revised Exhibit E, which is attached to this Sixth Amendment, and which replaces both the former Exhibit E and Exhibit E-1. Owner will design the parks to be interactive, including at a minimum; benches, play structures, and shade structures. The parks will further be designed to incorporate natural elements of the adjacent property.

"Park A, with the specific improvements as shown on the attached Exhibit I, will be approximately two (2) acres, and will be constructed simultaneously with the development of Phase 2B-2/4A. Owner will cause Park A to be completed and accepted by the Town within sixty (60) days of the Town's acceptance of Phase 2B-2/4A, provided that the Town timely provides the necessary approvals for the Park A Landscaping/Hardscaping Plan. The Park A completion date shall be extended by one business day for each business day the Town delays approval of the Park A Landscaping/Hardscaping Plan beyond the applicable Standard Review Period. If Park A is not completed by its completion date, which may be extended as provided above, Owner shall pay a penalty of five-hundred dollars (\$500.00) for each day beyond the completion date that Park A is not completed.

"Park B, with the specific improvements as shown on the attached Exhibit I, will be approximately ten (10) acres, and will be constructed simultaneously with the development of Phase 4B. Owner will cause Park B to be completed and accepted by the Town within sixty (60) days of the Town's acceptance of Phase 4B, provided that the Town timely provides the necessary approvals for the Park B Landscaping/Hardscaping Plan. The Park B completion date shall be extended by one business day for each business day the Town delays approval of the Park B Landscaping/Hardscaping Plan beyond the applicable Standard Review Period. If Park B is not completed by its completion date, which may be extended as provided above, Owner shall pay a penalty of five-hundred dollars (\$500.00) for each day beyond the completion date that Park B is not completed.

"The Owner shall in good faith effort seek approval from the U.S. Army Corps of Engineers (USACE) to construct, or cause to be constructed, a trail system consisting of a trail pathway through the flowage easement and Corps fee title

property to connect the proposed park sites. Notwithstanding the foregoing, the Owner's right to develop any portion of the Property shall be unaffected by obtaining approval from the USACE to construct, or cause to be constructed, this trail system.

"The minimum design standards for the trails shall include the following: Trails shall be a minimum of ten feet (10') in width and six inches (6") in depth and be constructed out of 3500 psi concrete with #3 steel rebar at eighteen inches (18") on center each way (O.C.E.W.). Trail subgrade shall consist of six inches (6") of 95% compacted soil subgrade. On average and subject to USACE approval, each trail system should have an average of one bench and one trash receptacle per 1,000 linear feet of trail. Sidewalks internal to the development will be used to connect the neighborhoods to the trail system. A trail pathway plan is included in Exhibit E.

"Owner shall not be required, however, to build the trail section shown in yellow in Exhibit E. E 1, "Future Trail Exhibit." Owner acknowledges (subject to the trail grant contingency discussed below) its obligation to build the remaining trail segments shown in red in Exhibit E. E 1, "Future Trail Exhibit." Owner further acknowledges that the Town has submitted a grant request ("Grant Request") in the amount of \$1,249,527 to the Texas Department of Transportation through TxDOT's 2015 Transportation Alternatives Program for 80% of the anticipated funds required to construct_certain sections of the Doe Creek Trail along the Doe Creek Peninsula, which trail sections are shown in yellow in Exhibit E and labeled as Section "A" and Section "B" (hereinafter collectively referred to as the "Grant Trail Sections"). The Grant Request does not cover the anticipated costs of the design of the Grant Trail Sections and other anticipated non construction related costs to accomplish the Grant Trail Sections (hereinafter referred hereto collectively as the "Additional Trail Costs"). If the Grant Request is granted, the Town will become obligated to build the Grant Trail Sections that Owner would otherwise to be required to build under the Agreement.

"Accordingly, Owner agrees that if the Grant Request is granted and the requested funds are provided to the Town for the construction of the Grant Trail Sections, Owner will, within ninety (90) days of the Town's receipt of the Grant Request funds, pay to the Town \$312,382 towards the construction of the Grant Trail Sections (which amount is the remaining 20% of the anticipated funds required to construct_the Grant Trail Sections and has been designated as the local match in the Grant Request) and pay to the Town the Additional Trail Costs. Additionally, if the Grant Request is granted and the requested funds are provided to the Town

for the construction of the Grant Trail Sections, Owner agrees to pay to the Town an additional \$900,000 once the Grant Trail Sections are constructed and accepted by the Town. Such additional funds shall be used by the Town for additional trail construction and related amenities for the Town's regional trail network. In the event that the Grant Request is not granted, Owner shall remain obligated to construct_ the trails shown in Exhibit E and Exhibit E 1, and as required by the Agreement and all amendments to the Agreement.

"Recreational parking shall be provided as shown on Exhibit E. A minimum of three (3) parking spaces shall be provided at each location shown on Exhibit E. Direct access from the public street shall be permitted for the parking areas (i.e. head-in parking). The parking spaces shall be a minimum of nine (9) feet wide and twenty (20) feet long.

4. Application of Amenity Center Penalties to Park Enhancements.

The Parties recognize that the Owner has previously incurred a penalty totaling sixty-two thousand dollars (\$62,000.00) (the "Amenity Center Penalty") due to the delayed completion of the Phase II Amenity Center. The Parties agree that the full amount of these penalties shall be applied to the enhancements (the "Penalty Enhancements") that Owner is making to the Parks under this Sixth Amendment. The Penalty Enhancements, which include a dog park and playground enhancements, are shown on the attached Exhibit K. Construction of the Penalty Enhancements shall constitute full consideration for the Amenity Center Penalty. Upon completion of the Penalty Enhancements, the Town will execute Exhibit L.

5. Period of Agreement.

Article XII of the Agreement is amended as follows:

The term of this Agreement shall be for a period of fifteen (15) years, with automatic extensions of fifteen (15) years during the period which PID bonds remain outstanding.

6. Second Water Line.

Section 6.3 of the Agreement is amended as follows:

"6.3 Second Water Line Timing. The Public Infrastructure, which includes the Facilities, may be constructed in phases. A second 12-inch water line connection to the Town's infrastructure shall be constructed, or caused to be constructed, by the Owner prior to the issuance of the 601st building permit for a structure within

the Property, upon approval of necessary permit (the "Water Line Permit") by Army Corps of Engineers and acceptance by the Town in the form of a notice to proceed. Construction of the water line will be completed within one-hundred eighty (180) days of the Town's delivery of the notice to proceed to Owner.

If the second water line is not completed by its completion date, which may be extended as provided above, Owner shall pay a penalty of five-hundred dollars (\$500.00) for each day beyond the completion date that the second water line is not completed, until the second water line is completed, and no more building permits shall be issued by the Town, past Phase 2-B-1, until the water line is completed.

7. Revisions to Development Standards and CC&Rs

Within sixty (60) days of the Town's execution of this Sixth Amendment, Owner will submit to the Town revised development standards that eliminate any additional or future 40' Lots and Townhome Lots from the development, address masonry requirements, and incorporate the First through Fifth Amendments to the Agreement, which are referenced in the recitals above. Conditions, covenants, and restrictions for the development will be accordingly revised to reflect these changes. [[EDITS TO THIS SECTION ARE PENDING]]

8. Phasing of Infrastructure

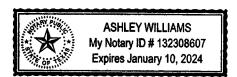
Future infrastructure will be constructed in accordance with the attached Exhibit J, "Infrastructure Phasing."

- 9. Except as modified by this Sixth Amendment, the terms and conditions of the Agreement shall remain in force and effect.
- 10. The Town represents and warrants that this Sixth Amendment has been duly adopted by official action of the Town council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act), and that the individual executing this Sixth Amendment on behalf of the Town has been duly authorized to do so. The Owner represents and warrants that this Sixth Amendment has been approved by the appropriate action of the Owner, and that the individual executing this Sixth Amendment on behalf of the owner has been duly authorized to do so.
- 11. This Sixth Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

12. Owner will submit a zoning application for the Property within sixty (60) days of execution of this Sixth Amendment. Nothing in this Sixth Amendment is intended to constitute a delegation or contracting away of the governmental authority of the Town to zone, or to determine appropriate zoning, and the Town reserves the right, at all times, to control the zoning process for all property that is impacted by this Sixth Amendment.

Executed by Owner and Town to	be effective on		February 2	, 2021
ATTEST: Caitlan Biggs Name: Caitlan Biggs Title: Town Secretary	. I	Do	NOF LITTLE I	ELM
APPROVED AS TO FORM				
Docusigned by W				
Name:Robert F. Brown				
Title: Town Attorney				
STATE OF TEXAS	§ §			
COUNTY OF DENTON	§			

This instrument was acknowledged before me on the <u>12</u> day of <u>FWYW</u> 2021 by David Hillock, mayor of the Town of Little Elm, Texas on behalf of the Town.



Notary Public, State of Texas

VALENCIA ON THE LAKE, LP, a Texas limited partnership

By: Valencia on the Lake G.P., L.L.C.

a Texas limited liability

company

Its: General Partner

By:

Name:Mehrdad Moayedi

Title: Manager

Date: January 26, 2021

THE STATE OF TEXAS

§

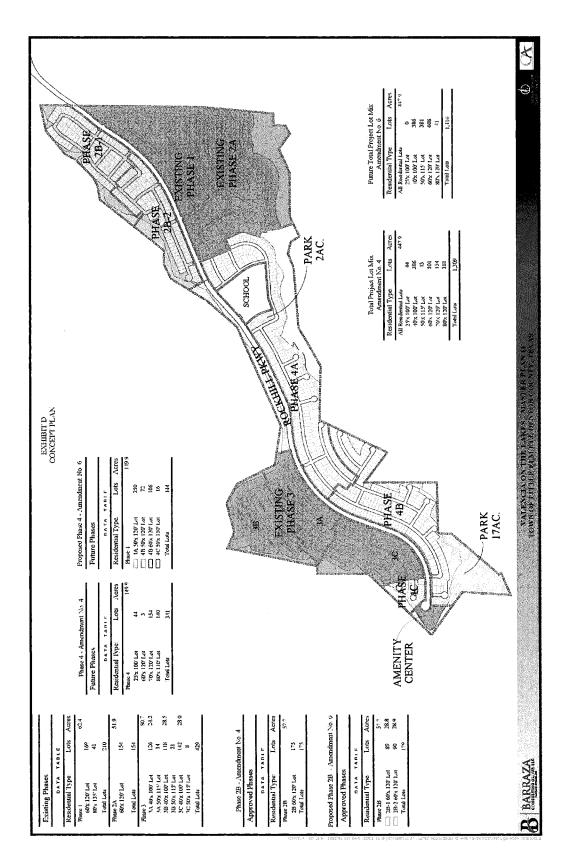
COUNTY OF Dallars

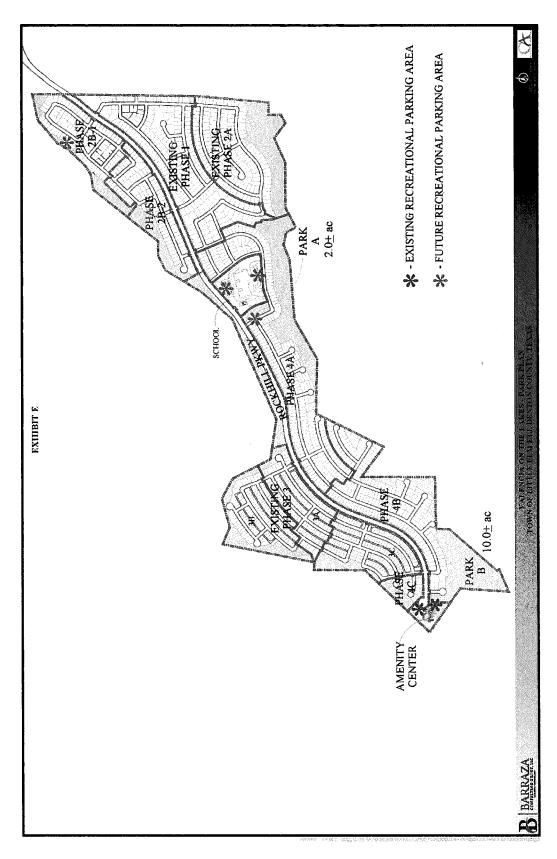
§ S

This instrument was acknowledged before me on the down day of 2021, by Mehrdad Moayedi, the Manager of Valencia on the Lake, G.P., LLC, a Texas limited liability company, the general partner of Valencia on the Lake, L.P., a Texas limited partnership, on behalf of such limited partnership.

GRAHAM MAXEY
Notary Public, State of Texas
Comm. Expires 05-12-2024
Notary ID 132473474

Notary Public, State of Texas





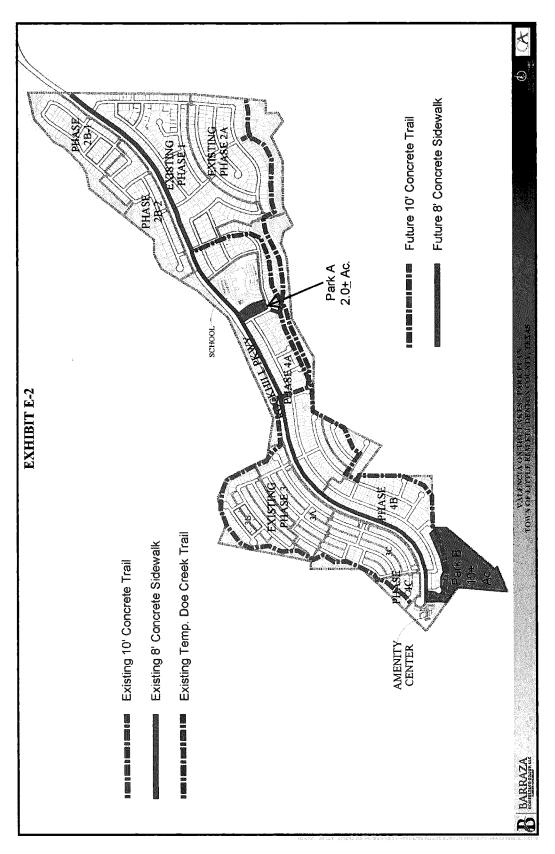
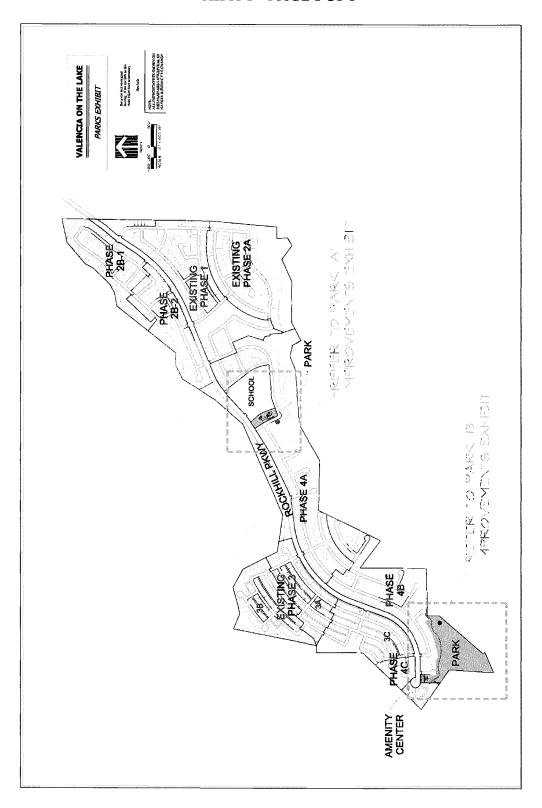


EXHIBIT I – PAGE 1 OF 3



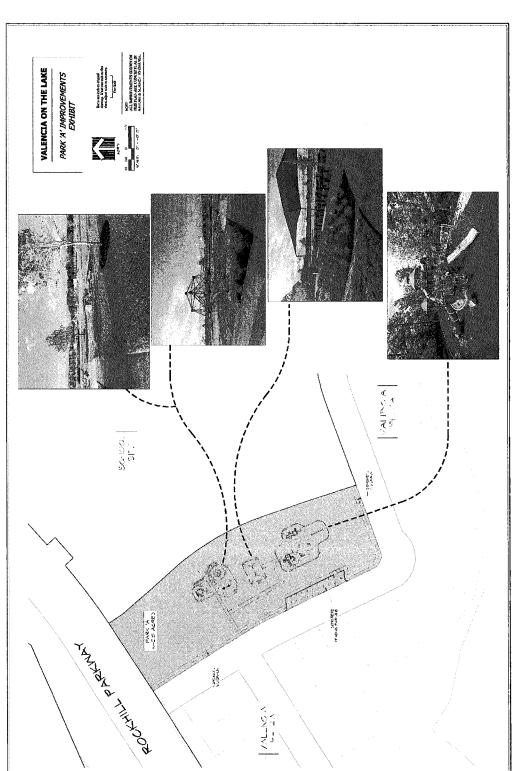


EXHIBIT I – PAGE 2 OF 3

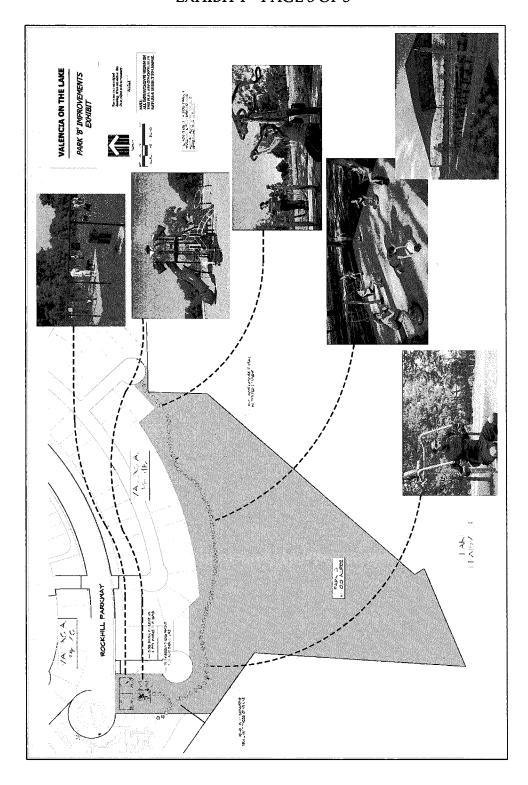


EXHIBIT I – PAGE 3 OF 3

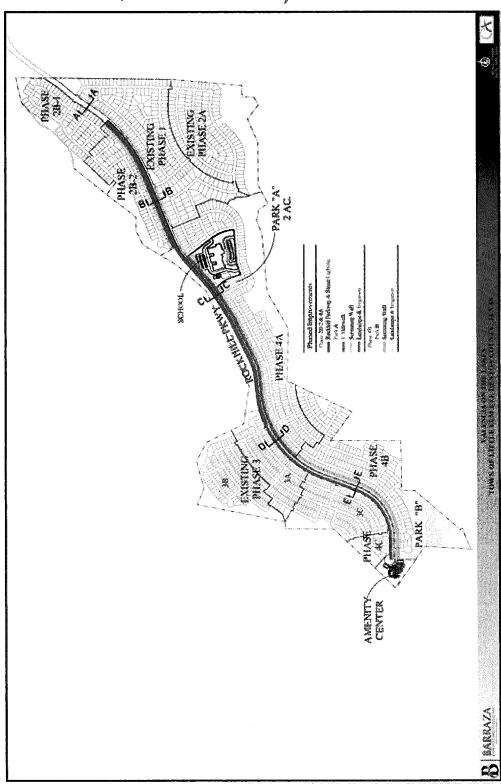


EXHIBIT J – INFRASTRUCTURE PHASING, PAGE 1 OF 2

EXHIBIT J – INFRASTRUCTURE PHASING, PAGE 2 OF 2

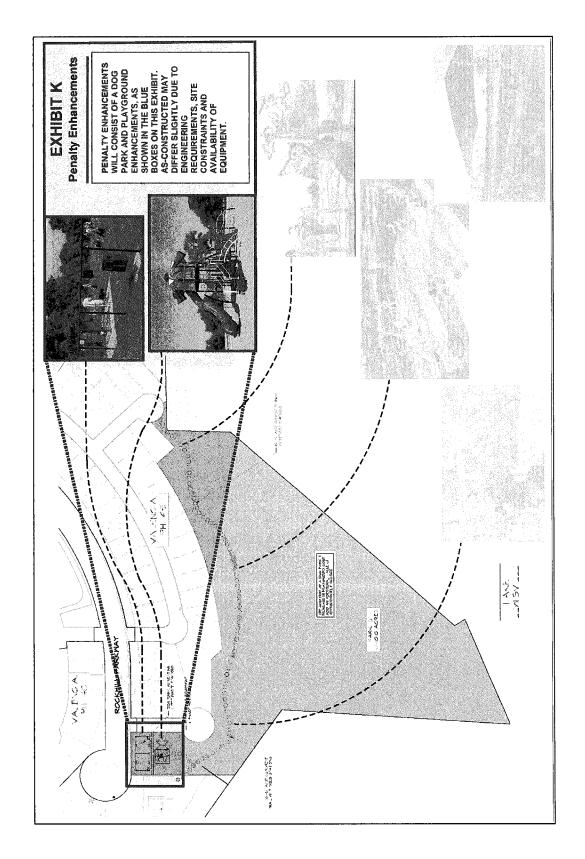


EXHIBIT L - ACKNOWLEDGEMENT OF RESOLUTION OF PENALTY

Due to Owner's completion of the Penalty Enhancements, the Town acknowledges that Invoice No. "Valencia Ph 2 Amenity Center," dated October 19, 2019, and totaling \$62,000, has been fully paid and satisfied, and that no additional payment is required.

TOWN	OF LITTLE ELM
By:	
Name:	
Title:	
Date:	

Recorded Valencia 6th Amendment Agreement

Enhanced Copy for readability followed

Phase 2B - Amendment No. 4

3C 50'x 115' Lot

Total Lots

Total Lots

B-2 60'x 120' Lot

Total Lots

8

429

175

90

179

28.9

AMENITY

CENTER

Approved Phase	S	
DATA	TABLE	
Residential Type:	Lots	Acre
Phase 2B		57.7
2B 60'x 120' Lot	175	

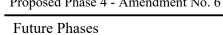
Proposed Phase 2B - Amendment No. 6

Approved Phases		
DATA TA	BLE	
Residential Type:	Lots	Acres
Phase 2B		57.7
2B-1 60'x 120' Lot	89	28.8

EXHIBIT D CONCEPT PLAN

Phase 4 - Amendment No. 4 Proposed Phase 4 - Amendment No. 6

Future Phases		
DATA	TABLE	
Residential Type:	Lots	Acres
Phase 4		149.9
25'x 100' Lot	44	
60'x 120' Lot	3	
70'x 120' Lot	154	
80'x 110' Lot	140	
Total Lots	341	



DATA	TABLE	
Residential Type:	Lots	Acres
Phase 4		149.9
4A 50'x 120' Lot	250	
4B 50'x 120' Lot	72	
4B 60'x 120' Lot	106	
4C 50'x 110' Lot	16	
Total Lots	444	

PHASE

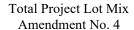
4B

PARK

 $10.0\pm$ ac

3C

EXISTING PHASE 2A SCHOOL EXISTING PHASE 2A PARK 2AC.



Amendinei	и 110. т	
Residential Type:	Lots	Acres
All Residential Lots		447.9
25'x 100' Lot	44	
40'x 100' Lot	386	
50'x 115' Lot	43	
60'x 120' Lot	501	
70'x 120' Lot	154	
80'x 120' Lot	181	
Total Lots	1,309	

Future Total Project Lot Mix Amendment No. 6

PHASE

2B-1

EXISTING

PHASE 1

PHASE

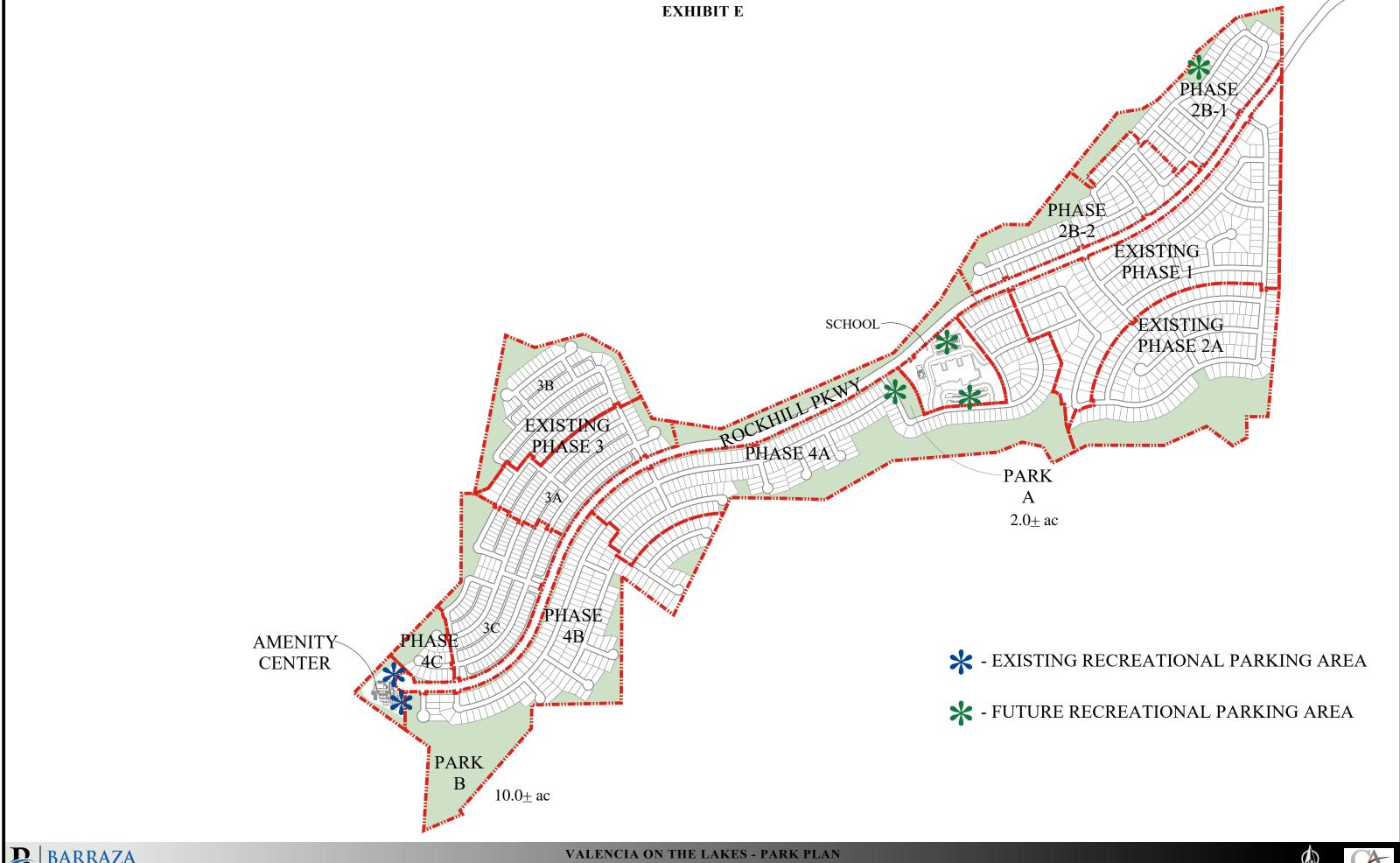
2B-2

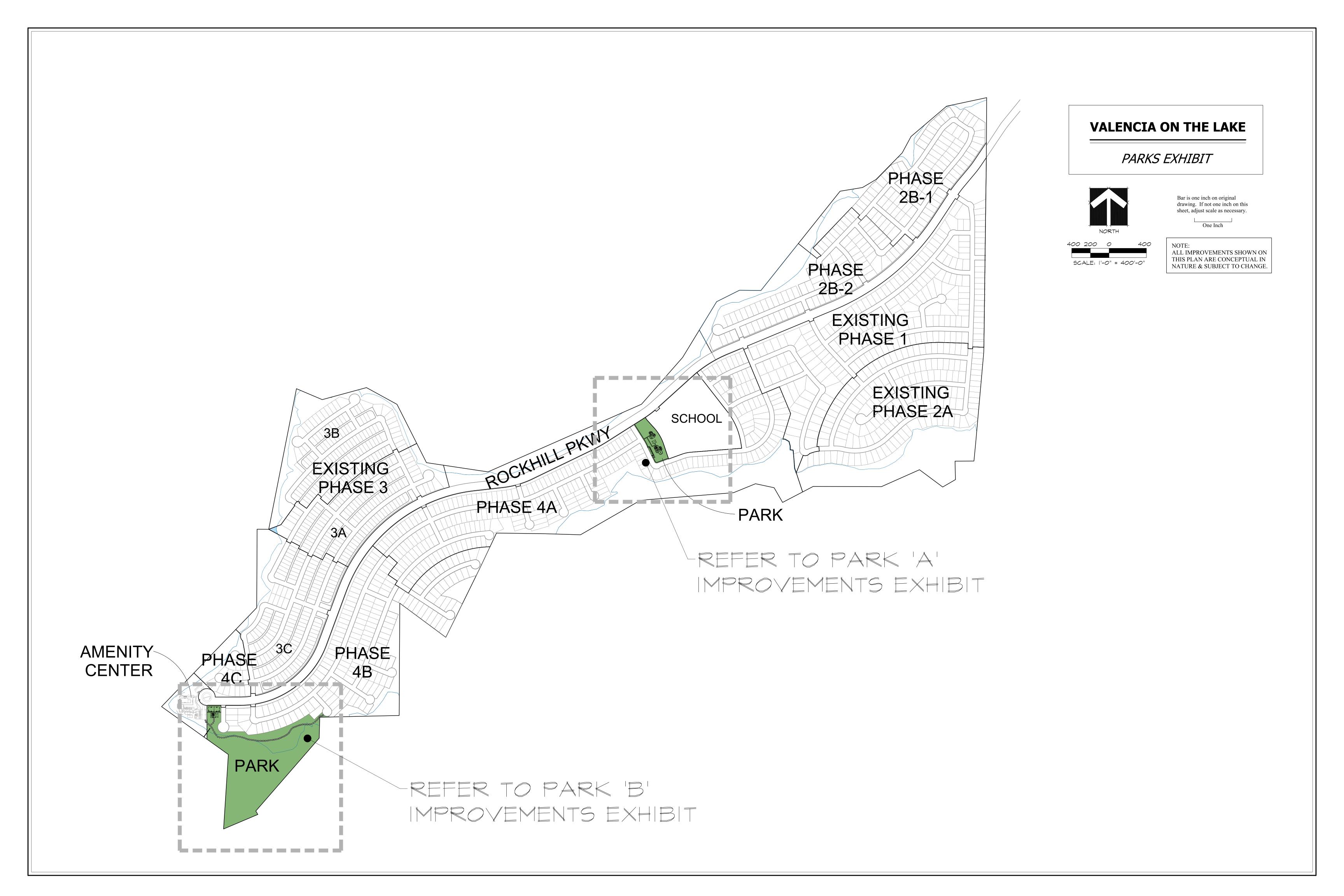
Lots	Acres
	447.9
0	
386	
381	
608	
41	
1,416	
	0 386 381 608 41



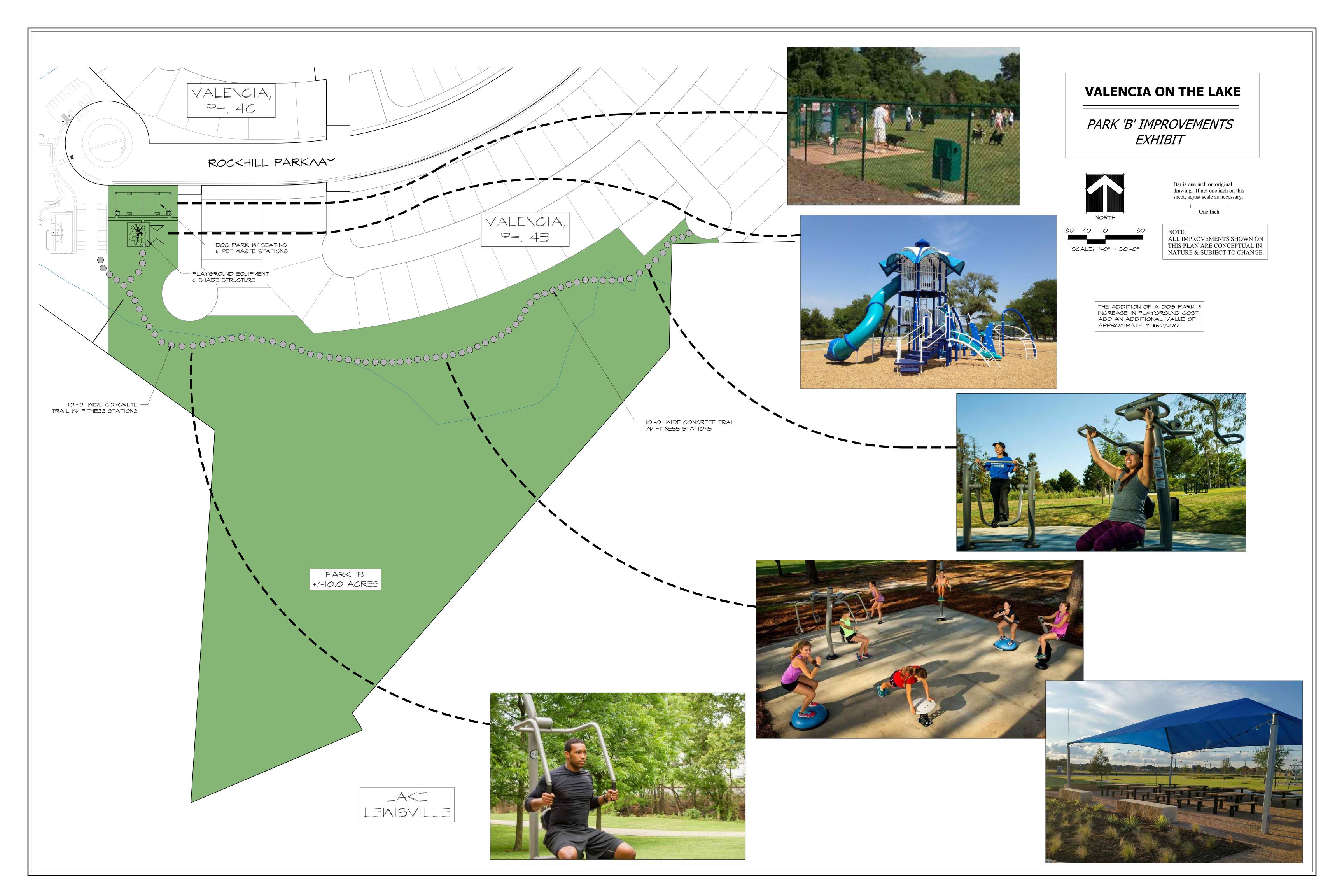


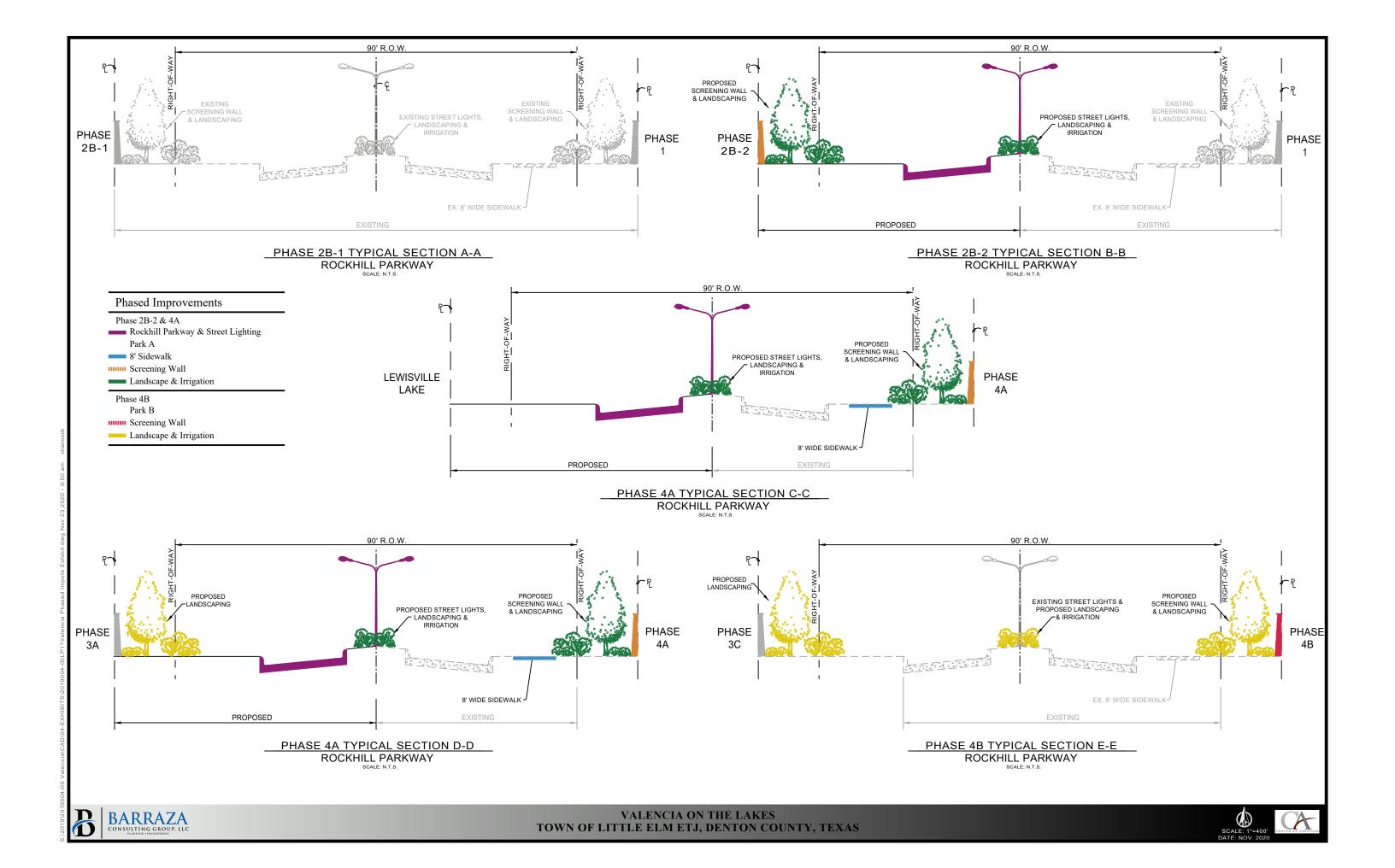












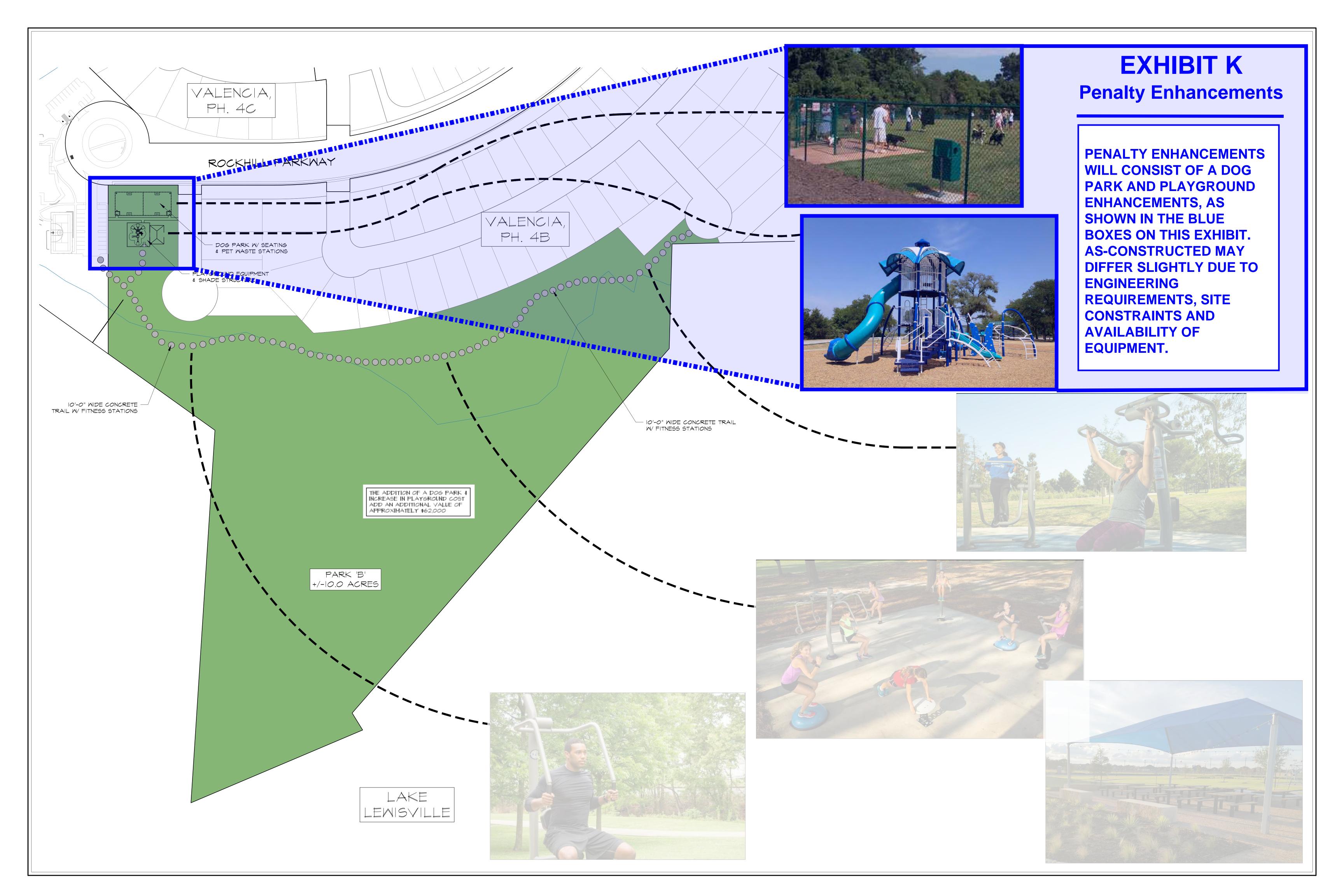


EXHIBIT L – ACKNOWLEDGEMENT OF RESOLUTION OF PENALTY

Due to Owner's completion of the Penalty Enhancements, the Town acknowledges that Invoice No. "Valencia Ph 2 Amenity Center," dated October 19, 2019, and totaling \$62,000, has been fully paid and satisfied, and that no additional payment is required.

TOWN	N OF LITTLE ELM
Ву:	
Name:	
Title:	
Date:	

TOWN OF LITTLE ELM

ORDINANCE NO. 1233

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, BY ZONING APPROXIMATELY 447.942 ACRES OF LAND TO PLANNED DEVELOPMENT SINGLE FAMILY DISTRICT (PD-SF), GENERALLY LOCATED WEST OF FM 423, ALONG DOE CREEK ROAD, BETWEEN DOE BRANCH AND PANTHER CREEK WATERWAYS; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Town Council, on September 16th, 2014, annexed the subject property into Little Elm town limits; and

WHEREAS, the Town's FLUP designates the subject property as Low Density Residential, which is a land use category that is appropriate for the proposed residential subdivision; and

WHEREAS, the Town has initiated a request to rezone a piece of land more specifically described on the Location Map, attached hereto; and

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

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

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

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

SECTION 2. <u>AMENDMENT.</u> That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by providing for an **Planned Development Single Family (PD-SF)** district on approximately 447.942 acres of land generally located west of FM 423, along Doe Creek Road, between Doe Branch and Panther Creek waterways, Little Elm, Denton County, Texas, a tract of land more particularly described on Location Map, attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance and all other applicable ordinances, laws, rules, regulations, and standards.

The attached planned development standards shall govern the development of the subject property.

SECTION 3. SAVINGS. This Ordinance shall be cumulative of all other ordinances of the Town, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

SECTION 4. MAP. The official zoning map of the Town shall be amended to reflect the change in zoning made by this ordinance.

SECTION 5. PENALTY. Any person, firm, or corporation violating any of the provision of this ordinance shall be punished by a penalty of a fine not to exceed the sum of Two Thousand Dollars (\$2,000) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 6. SEVERABILITY. The sections, paragraphs, sentences, phrases, and words of this Ordinance are severable, and If any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid or unconstitutional, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any person, firm, corporation, situation or circumstance, nor shall adjudication affect any other section or provision of the Comprehensive Zoning Ordinance of the Town of Little Elm, Texas, and the Town Council hereby declares that it would have adopted the valid portions and applications of the ordinance without the valid parts and to this end the provisions of this ordinance shall remain in full force and effect.

SECTION 7. REPEALER. That all ordinances of the Town of Little Elm in conflict with the provisions of this ordinance be and the same are hereby repealed to the extent of that conflict.

SECTION 8. <u>EFFECTIVE DATE.</u> 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.

The Town of Little Elm, Texas

David Hillock, Mayor

ATTEST:

Kathy Phillips, Town Secretary

EXHIBIT E PD Standards

PLANNED DEVELOPMENT AMENDMENT TO COMPREHENSIVE ZONING ORDINANCE

FOR

THE 447.9 - ACRE TRACT

KNOWN AS

VALENCIA ON THE LAKE

TOWN OF LITTLE ELM,

DENTON COUNTY

TEXAS

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PD Standards

EXHIBIT "A" TO PD STANDARDS

LEGAL DESCRIPTION

LEGAL DESCRIPTION 448,005 ACRES

BEING A TRACT OF LAND SITUATED IN THE S. GUARRARA SHRVEY, ABSTRACT NO. 456 AND THE T. RODRIGUEZ SURVEY, ABSTRACT NO. 1068, AND THE A. COOPER SHRVEY, ABSTRACT NO. 258, IN DENTON COUNTY, TEXAS, AND BEING ALL OF A CALLED 448,136 ACRE TRACT OF LAND CONVEYED TO SASSANID ARCADY HOLDINGS, L.P. BY DEED RECORDED IN DOCUMENT MUMBER 2005-326, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, SAID 448,005 ACRETRACT, WITH HEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83. AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A CORPS OF ENGINEERS MONUMENT STAMPED "1-818-1/1" FOUND FOR THE NORTHEAST CORNER OF AFORESAID 448-1/36 ACRE TRACT AND BEING ON THE WEST LINE OF A CALLED 34,4606 ACRE TRACT OF LAND CONVEYED TO DAVID J. KIRCH BY DEED RECORDED IN VOLUME 3066, PAGE 706, DEED RECORDS, DENTON COUNTY, TEXAS:

THENCE SOUTH BE DEGREES 17 MINUTES 50 SECONDS WEST, ALONG THE EAST LINE OF AFORESAID 448.136 ACRE TRACT AND THE COMMON WEST LINES OF AFORESAID 34.4606 ACRE TRACT AND A CALLED 123.243 ACRE TRACT OF LAND CONVEYED TO THOMAS JAMES GEORGE AND ROBERT JOSEPH GEORGE BY DEED RECORDED IN VOLUME 833, PAGE 138, DEED RECORDS, DENTON, COUNTY, TEXAS, A DISTANCE OF 2.121.00 FEET TO A POINT FOR CORNER;

THENCE SOUTH ST DEGREES 54 MINUTES 35 SECONDS WEST, CONTINUING ALONG THE BAST LINE OF AFORESAID 148.136 ACRE TRACT AND THE COMMON WEST LINES OF AFORESAID 121.243 ACRE TRACT, A DISTANCE OF 616.38 FEET TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DIS STAMPED "U-819-5" (DISTURBED) FOUND FOR THE SOUTHWEST CORNER OF SAID 123.243 ACRE TRACT;

THENCE ALONG THE COMMON PROPERTY LINES OF AFORESAID 448.136 ACRE TRACT AND GARZA-LITTLE ELM RESERVOIR (LAKE LEWISVILLE) THE FOLLOWING COURSES AND DISTANCES:

SOUTH 05 DEGREES 05 MINUTES 39 SECONDS WEST, A DISTANCE OF 973.12 FEET TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DISC STAMPED "I-819-7B" FOUND FOR CORNER;

SOUTH 05 DEGREES 47 MINUTES 18 SECONDS WEST, A DISTANCE OF 188.48 FEET TO A CORPS OF ENGINEERS METAL FENCE CORNER POST STAMPED "JP-5A" FOUND FOR CORNER;

SOUTH 89 DEGREES 33 MINUTES 02 SECONDS WEST, A DISTANCE OF 201.77 FERT TO A CORPS OF ENGINEERS METAL FENCE CORNER POST STAMPED "IP-31" FOUND FOR CORNER,

SOUTH 01 DEGREES 10 MINUTES 59 SECONDS EAST, A DISTANCE OF 197.53 FEET TO A CORPS OF ENGINEERS METAL FENCE CORNER POST STAMPED "JP-5K" FOUND FOR CORNER;

SOUTH 59 DEGREES 49 MINUTES 02 SECONDS WEST, A DISTANCE OF 157.90 FEET TO A CORPS OF ENGINEERS METAL FENCE CORNER POST STAMPED "IP-5L" FOUND FOR CORNER;

NORTH 53 DEGREES 19 MINUTES 52 SECONDS WEST, A DISTANCE OF 309.93 FEET TO A CORPS OF ENGINEERS METAL FENCE CORNER POST STAMPED "JP-5M" FOUND FOR CORNER;

SOUTH 66 DEGREES 04 MINUTES 16 SECONDS WEST, A DISTANCE OF 446.47 FEET TO A CORPS OF ENCHNEERS METAL FENCE CORNER POST STAMPED "IP-5C" FOUND FOR CORNER;

NORTH 89 DEGREES 51 MINUTES 07 SECONDS WEST, A DISTANCE OF 730,36 FEET TO A CORPS OF ENGINEERS METAL FENCE CORNER POST STAMPED *1P-3D" FOUND FOR CORNER;

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SOUTH 62 DEGREES 27 MINUTES 46 SECONDS WEST, A DISTANCE OF 369.89 FEET TO A CORPS OF ENGINEERS METAL FENCE CORNER POST STAMPED "JP-5E" POUND FOR CORNER;

NORTH 10 DEGREES 01 MINUTES 04 SECONDS WEST, A DISTANCE OF 182,06 FEET TO A CORPS OF ENGINEERS METAL FENCE CORNER POST STAMPED "IP-3F" FOUND FOR CORNER;

NORTH 77 DEGREES 59 MINUTES 54 SECONDS WEST, A DISTANCE OF 203.73 FEET TO A CORPS OF ENGINEERS METAL FENCE CORNER POST STAMPED "JP-5G" FOUND FOR CORNER;

SOUTH 67 DEGREES 53 MINUTES 42 SECONDS WEST, A DISTANCE OF 253.97 FEET TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DISC STAMPED "J-809-2-3" FOUND FOR CORNER;

SOUTH 85 DEGREES 20 MINUTES 33 SECONDS WEST, A DISTANCE OF 1000.06 FEET TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DISC STAMPED "1-809-2-2" FOUND FOR CORNER;

SOUTH 60 DEGREES 01 MINUTES 52 SECONDS WEST, A DISTANCE OF 742.15 FEET TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DISC STAMPED "J-809-2-1" FOUND FOR CORNER;

THENCE NORTH 88 DEGREES 47 MINUTES 14 SECONDS WEST, A DISTANCE OF 900,19 FEET TO A WINCH ROD FOUND FOR A NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO ROBERT SPARKS BY DEED RECORDED IN VOLUME 820, PAGE 541, DEED RECORDS, DENTON COUNTY, TEXAS;

THENCE SOUTH 25 DEGREES 56 MINUTES 64 SECONDS WEST, ALONG THE WEST LINE OF AFORESAID ROBERT SPARKS TRACT, A DISTANCE OF 400.69 FPFT TO A POINT FOR THE SOUTHWEST CORNER OF SAID ROBERT SPARKS TRACT AND THE BEING THE NORTHWEST CORNER OF THE SHORES AT LAKE LEWISVILLE AN ADDITION TO DENTION COUNTY, TEXAS BY PLAT RECORDED IN CABINET I., PAGE 386, PLAT RECORDS, DENTION COUNTY, TEXAS;

THENCE SOUTH 25 DEGREES 47 MINUTES 13 SECONDS WEST, ALONG THE WEST LINE OF AFORESAID THE SHORES AT LAKE LEWISVILLE, A DISTANCE OF 678.25 FEET TO A POINT FOR THE SOUTHWEST CORNER OF THE SAID SHORES AT LAKE LEWISVILLE AND BEING THE NORTHWEST CORNER OF A CALLED 2.4796 ACRE TRACT OF LAND CONVEYED TO ROBERT ERIC SEITZ AND WIFE, CHRISTY L. SEITZ BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2001-R0084339, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS;

THENCE SOUTH 26 DEGREES 22 MINUTES 44 SECONDS WEST, ALONG THE WEST LINE OF AFORESAID 2.4796 ACRE TRACT, A DISTANCE OF 160-19 FEET TO A 1 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 2.4796 ACRE TRACT AND BEING THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED TO CLIPFORD E. BURGERT AND WIFE, NORMA J. BURGERT BY DEED RECORDED IN VOLUME 603, PAGE 591, DEED RECORDS, DENTON COUNTY, TEXAS:

THENCE NORTH 53 DEGREES 24 MINUTES 62 SECONDS WEST, ALONG THE NORTHEAST LINE OF AFORESAID BURGERT TRACT, A DISTANCE OF 613,52 FEET TO A POINT FOR CORNER;

THENCE SOUTH 06 DEGREES 14 MINUTES 27 SECONDS WEST, ALONG THE WEST LINE OF AFORESAID BURGERT TRACT, A DISTANCE OF 1204.38 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID BURGERT TRACT;

THENCE ALONG THE COMMON PROPERTY LINES OF AFORESAID 448,136 ACRE TRACT AND GARZA-LITTLE ELM RESERVOIR (LAKE LEWISVILLE) THE FOLLOWING COURSES AND DISTANCES:

SOUTH 88 DEGREES 47 MINUTES 31 SECONDS WEST, A DISTANCE OF 852,62 FEET TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DISC STAMPED."H-723-A" FOUND FOR CORNER;

SOUTH 01 DEGREES 35 MINUTES 41 SECONDS WEST, A DISTANCE OF 224.05 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 41 DEGREES 04 MINUTES 06 SECONDS WEST, A DISTANCE OF 1034.72 FEET TO A 5/8 INCILIRON ROD FOUND FOR CORNER;

SOUTH 31 DEGREES 38 MINUTES 08 SECONDS EAST, A DISTANCE OF 43.78 FEBT TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DISC STAMPED "H-725-6" FOUND FOR CORNER;

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SOUTH 67 DEGREES 00 MINUTES 25 SECONDS WEST, A DISTANCE OF 399,76 FEET TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DISC STAMPHD "H=725-5" FOUND FOR CORNER;

NORTH 03 DEGREES 41 MINUTES 10 SECONDS EAST, A DISTANCE OF 799.90 FEET TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DISC STAMPED "II-725-4" FOUND FOR CORNER;

NORTH 54 DEGREES 21 MINUTES 53 SECONDS WEST, A DISTANCE OF 880.37 FEET TO A BROKEN CONCRETE MONUMENT WITH A BRASS DISC STAMPED "H-725-3" FOUND FOR CORNER;

NORTH 43 DEGREES 52 MINUTES 25 SECONDS EAST, PASSING AT A DISTANCE OF 470.45 FEET TO A BROKEN CONCRETE MONUMENT FOUND FOR WITNESS, CONTINUING A TOTAL DISTANCE OF 1470.92 FEET TO A POINT FOR CORNER:

NORTH 00 DEGREES 16 MINUTES 40 SECONDS EAST, A DISTANCE OF 841.00 FEET TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DISC STAMPED "H-725-1" FOUND CORNER;

SOUTH 89 DEGREES 24 MINUTES 13 SECONDS EAST, A DISTANCE OF 124.81 FEET TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DISC STAMPED "J-802-1" FOUND FOR CORNER;

NORTH 11 DEGREES 07 MINUTES 21 SECONDS EAST, A DISTANCE OF 189.76 FEET TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DISC STAMPED "I-802-1A" FOUND FOR CORNER;

NORTH IT DEGREES 09 MINUTES 34 SECONDS EAST, A DISTANCE OF 1139,40 FEET TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DISC STAMPED "J-802-1B" FOUND FOR CORNER;

NORTH 11 DEGREES 07 MINUTES 01 SECONDS EAST, A DISTANCE OF 206.42 FEET TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DISC SSTAMPED "1-802-2" FOUND FOR CORNER;

SOUTH 67 DEGREES 02 MINUTES 47 SECONDS EAST, A DISTANCE OF 300.01 FEET TO A WINCH IRON ROD FOUND FOR CORNER;

NORTH 74 DEGREES 49 MINUTES 11 SECONDS EAST, A DISTANCE OF 490.87 FEET TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DISC STAMPED//J-807-1/1/" FOUND FOR CORNER;

SOUTH 61 DEGREES 15 MINUTES 26 SECONDS EAST, A DISTANCE OF 373.27 FEET TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DISC STAMPED "1-807-172" FOUND FOR CURNER;

SOUTH 26 DEGREES 49 MINUTES 05 SECONDS EAST, A DISTANCE OF 699.90 FEET TO A WINCH IRON ROD FOUND FOR CORNER;

SOUTH NI DEGREES 28 MINUTES 29 SECONDS EAST, A DISTANCE OF 666.26 FEET TO A POINT FOR CORNER;

NORTH 66 DEGREES 13 MINUTES 24 SECONDS EAST, A DISTANCE OF 1797.71 FEET TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DISC STAMPED "J-809-1/2" FOUND FOR CORNER;

NORTH 41 DEGREES 17 MINUTES 12 SECONDS EAST, A DISTANCE OF 667.01 FEUT TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DISC STAMPED "J-809-1/3" FOUND FOR CORNER;

NORTH 31 DEGREES 23 MINUTES 34 SECONDS EAST, A DISTANCE OF 700.27 FEET TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DISC STAMPED "I-809-1/4" FOUND FOR CORNER;

NORTH 63 DEGREES 23 MINUTES 49 SECONDS BAST, A DISTANCE OF 273.07 FEET TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DISC STAMPED "1-840-1" FOUND FOR CORNER;

SOUTH 89 DEGREES 29 MINUTES 46 SECONDS BAST, A DISTANCE OF 229.81 FEET TO A POINT FOR CORNER;

NORTH 38 DEGREES 34 MINUTES 35 SECONDS EAST, A DISTANCE OF 1360.52 FEET TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DISC STAMPED "J-812-1" FOUND FOR CORNER;

NORTH 80 DEGREES 39 MINUTES 19 SECONDS EAST, A DISTANCE OF 243.94 FEET TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DISC STAMPED "J-812-3" FOUND FOR CORNER;

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NORTH 59 DEGREES 22 MINUTES 33 SECONDS EAST, A DISTANCE OF 168.45 FEET TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DISC STAMPED "J-812-4" FOUND FOR CORNER;

NORTH 44 DEGREES 29 MINUTES 05 SECONDS EAST, A DISTANCE OF 399.34 FEET TO A 7/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 28 DECREES 23 MINUTES 26 SECONDS EAST, A DISTANCE OF 199.91 FEET TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DISC STAMPED "I-812-6" FOUND FOR CORNER;

NORTH 49 DEGREES 33 MINUTES 37 SECONDS BAST, A DISTANCE OF 500.13 FEET TO A CORPS OF ENGINEERS CONCRETE MONUMENT WITH A BRASS DISC STAMPED "J-812-7" FOUND FOR CORNER;

NORTH 77 DEGREES 57 MINUTES 14 SECONDS EAST, A DISTANCE OF 439,11 FEET TO THE POINT OF BEGINNING, AND CONTAINING 448,005 ACRES OF LAND, MORE OR LESS.

EXHIBIT "B" TO PD STANDARDS

DEVELOPMENT STANDARDS

I. PROJECT LOCATION

Valencia on the Lake consists of approximately 447.9 acres of land situated along Doe Creek Road generally to the north and south of the Corps of Engineer's property, and west of FM 423.

II. PURPOSE AND INTENT

- A. <u>Purpose and Intent:</u> The purpose of the district is to create a master planned community featuring a mixture of housing types and
- **B.** commercial uses in a manner that will encourage sustainable neighborhoods and attract investment to the area.
 - 1. The purpose of this district is:
 - a. To provide development and land use flexibility within the framework of a Planned Development zoning district.
 - 2. The intent of this district is:
 - a. To design streets and buildings which will contribute to creating safe neighborhoods.
 - b. To provide an attractive environment for pedestrians which include such things as buildings framing public space, street trees, lighting and canopies that will attract pedestrians.
 - c. To contribute to the definition and use of public parks and plazas.
 - 3. Valencia on the Lake is intended to provide the community with a mixture of housing types in a pattern and amount that will encourage sustainable neighborhoods and development.
 - 4. The Development and Design Standards in Article VI herein shall apply to the entire Valencia on the Lake development unless indicated otherwise.
- **B.** Applicability: This Ordinance shall apply to all development within the PD boundaries.
- C. Zoning Ordinance: All references herein to the Little Elm Zoning Ordinance shall be to the Town of Little Elm Zoning Ordinance in effect on October 25, 2013.

III. DEFINITIONS

<u>Accessory Building:</u> A subordinate building or structure that is constructed primarily of masonry and/or wood construction and that is detached from the main building and customarily incidental to the principal building.

<u>Covered Front Porch:</u> An area of at least 60 S.F. covered by the main roof or an architectural extension.

Gifts to the Street: Building enhancements that improve the feel and experience of the street, including porches, stoops, bay windows, balconies, masonry clad chimneys, attached pergolas and colonnades.

<u>Public Open Space:</u> Publicly accessible parks, greens, squares, courtyards, plazas, parkways, medians, commons and tot lots.

Shall: A term requiring compliance.

Should: A term encouraging compliance.

<u>Side Street:</u> A street that principally is fronted by the side of a residential or commercial building on a corner lot and may facilitate alley ingress/egress.

<u>Transparency:</u> Windows, glass doors and other clear façade treatments that provide a sense of openness to a structure.

<u>"Zero" Lot Line:</u> The utilization of a side yard minimum lot dimension that enables the opposing side façade to act as a privacy wall for the subject residence.

<u>Townhome Structure:</u> A structure containing no more than eight (8) single family attached dwelling units, each unit on a separately platted lot, which is joined to another selling unit on one or more sides by a party wall or abutting walls.

IV. LOT TYPE REGULATIONS

Valencia on the Lake will include a variety of lot types in order to achieve the goals established for the district. The maximum number of dwelling units permitted within Valencia on the Lake shall not exceed 1,500. The lot types and requirements for each shall be as follows:

A. Lot Type 1:

1. <u>Purpose:</u> This lot type is designed to allow single family detached dwellings on lots of not less than twelve thousand (12,000) square feet, together with the allowed incidental and accessory uses.

- 2. <u>Permitted Uses:</u> Land use shall comply with uses permitted for SF-1 One-Family District in Section 106-10 of the Town of Little Elm Zoning Ordinance. The following additional uses are permitted by right:
- 3. <u>Height Regulations:</u> No building shall exceed forty feet (40') or two and one-half (2-1/2) stories in height.
- 4. <u>Area Regulations:</u> The following minimum standards shall be required as measured from property lines:

Lot Size:

12,000 square feet

Lot Coverage:

The combined area covered by all main buildings and accessory structures shall not exceed forty percent (40%) of the total lot area. Swimming pools and spas shall not be included in determining maximum building

coverage.

Minimum Floor Area:

The minimum square footage of a dwelling unit, exclusive of garages, breezeways and

porches, shall be 2,500 square feet.

Front Yard:

25 feet minimum

Rear Yard:

20 feet minimum

Side Yard¹:

10 feet minimum

Side Yard Adjacent to Street:

15 feet minimum

Lot Width:

100 feet minimum; (measured at the

front building line)

Lot Depth:

120 feet minimum

Garage:

May not face front street unless set back at least 30 feet from main façade; may not face side street unless set back 50 feet from side

street.

¹ Every part of a required side yard (including side yards adjacent to a street) shall be open and free of structures except for fences, accessory buildings, air conditioning units, and ordinary projections of window sills, belt courses, cornices, and other architectural features not more than 18 inches into the required side yard, and roof eaves projecting not more than 36 inches into the required side yard.

Minimum Number of Lots:

Minimum of 150 lots upon full build out of the Valencia on the Lake development.

B. Lot Type 2:

- 1. <u>Purpose:</u> This lot type is designed to allow single family detached dwellings on lots of not less than ten thousand (10,000) square feet, together with the allowed incidental and accessory uses.
- 2. <u>Permitted Uses:</u> Land use shall comply with uses permitted for SF-1 One-Family District in Section 106-10 of the Town of Little Elm Zoning Ordinance. The following additional uses are permitted by right:
 - a. Model homes.
 - b. Temporary sales offices.
 - c. Temporary construction offices.
 - d. Temporary asphalt batch plants.
 - e. Temporary construction yards.
- 3. <u>Height Regulations:</u> No building shall exceed forty feet (40') or two and one-half (2-1/2) stories in height.
- 4. <u>Area regulations:</u> The following minimum standards shall be required as measured from property lines:

Lot Size:

10,000 square feet

Lot Coverage:

The combined area covered by all main buildings and accessory structures shall not exceed fifty percent (50%) of the total lot area. Swimming pools and spas shall not be included in determining maximum building

coverage.

Minimum Floor Area:

The minimum square footage of a dwelling unit, exclusive of garages, breezeways and

porches, shall be 2,000 square feet.

Front Yard:

25 feet minimum

Rear Yard:

20 feet minimum

Side Yard²:

7.5 feet minimum

Side Yard Adjacent to Street:

15 feet minimum

Lot Width:

80 feet minimum (measured at the

front building line)

Lot Depth:

110 feet minimum

Garage:

May not ace front street unless set back at least 30 feet from main façade; may not face side street unless set back 50 feet from side

street.

Minimum Number of Lots:

Minimum of 150 lots upon full build out of the Valencia on the Lake

development.

C. Lot Type 3:

1. <u>Purpose:</u> This lot type is designed to allow single family detached dwellings on lots of not less than seven thousand, two hundred (7,200) square feet, together with the allowed incidental and accessory uses.

- 2. <u>Permitted Uses:</u> Land use shall comply with uses permitted for SF-3 One-Family District in Section 106-12 of the Town of Little Elm Zoning Ordinance. The following additional uses are permitted by right:
 - a. Model homes
 - b. Temporary sales offices.
 - c. Temporary construction offices.
 - d. Temporary asphalt batch plants.
 - e. Temporary construction yards.
- 3. <u>Height Regulations:</u> No building shall exceed forty feet (40') or two and one-half (2-1/2) stories in height.
- 4. <u>Area Regulations:</u> The following minimum standards shall be required as measured from the property lines:

² Every part of a required side yard (including side yards adjacent to a street) shall be open and free of structures except for fences, accessory buildings, air conditioning units, and ordinary projections of window sills, belt courses, cornices, and other architectural features not more than 18 inches into the required side yard, and roof eaves projecting not more than 36 inches into the required side yard.

Lot size: 7,200 square feet

Lot coverage: The combined area covered by all main

buildings and accessory structures shall not exceed fifty percent (50%) of the total lot area. Swimming pools and spas shall not be included in determining maximum building

coverage.

Minimum Floor Area: The minimum square footage of a dwelling

unit, exclusive of garages, breezeways and

porches, shall be 1,600 square feet.

Front Yard: 25 feet minimum

Rear Yard: 20 feet minimum

Side Yard³: 5 feet minimum

Side Yard Adjacent to Street: 15 feet minimum

Lot Width: 60 feet minimum (measured at front

building line)

Lot Depth: 110 feet minimum

Garage: May face front or side street. At

least 75% of the garages on Lot Type 3 lots that are facing a street within the Valencia on the Lake development shall be set back at least two feet from the main façade. Garage doors facing a street must be stained wood. The wood may be cedar, redwood, spruce, fir, or any

other hardwood.

Maximum Number of Lots: Maximum of 500 lots upon full build

out of the Valencia on the Lake

development.

³ Every part of a required side yard (including side yards adjacent to a street) shall be open and free of structures except for fences, accessory buildings, air conditioning units, and ordinary projections of window sills, belt courses, cornices, and other architectural features not more than 18 inches into the required side yard, and roof eaves projecting not more than 36 inches into the required side yard.

D. Lot Type 4:

- 1. <u>Purpose:</u> This lot type is designed to allow single family detached dwellings on lots of not less than four thousand, (4,000) square feet, together with the allowed incidental and accessory uses.
- 2. <u>Permitted Uses:</u> Land use shall comply with uses permitted for PH Patio Home District in Section 106-14 of the Town of Little Elm Zoning Ordinance. The following additional uses are permitted by right:
 - a. Model homes.
 - b. Temporary sales offices.
 - c. Temporary construction offices.
 - d. Temporary asphalt batch plants.
 - e. Temporary construction yards.
- 3. <u>Height Regulations:</u> No building shall exceed forty feet (40') or two and one-half (2-1/2) stories in height.
- 4. <u>Area Regulations:</u> The following minimum standards shall be required as measured from property lines:

Lot Size:

4,000 square feet

Lot Coverage:

The combined area covered by all main buildings and accessory structures shall not exceed fifty-five percent (55%) of the total lot area. Swimming pools and spas shall not be included in determining maximum building coverage.

Minimum Floor Area:

The minimum square footage of a dwelling unit, exclusive of garages, breezeways and

porches, shall be 1,200 square feet.

Front Yards:

10 feet minimum

Rear Yard:

10 feet minimum

Side Yard⁴:

a. "Center" Option - 5 feet minimum on

both sides.

⁴ Every part of a required side yard (including side yards adjacent to a street) shall be open and free of structures except for fences, accessory buildings, air conditioning units, and ordinary projections of window sills, belt courses,

- b. "Zero Side" Option Zero (0) feet on one side and 10 feet minimum on opposite side. The zero side yard shall be indicated on the plat.
- c. For lots with a "zero side" option:
 - Roof overhangs equipped with a gutter may extend a maximum of 24 inches into a neighboring property. A 24-inch encroachment easement shall be provided on the adjacent lot.
 - 2. A 5 foot wide drainage, access and maintenance easement shall be provided on the adjacent lot. The purpose of this easement is to give adjoining owner access for maintenance of his/her dwelling.

Side Yard Adjacent to Street:

15 feet minimum

Lot Width:

40 feet minimum (measured at front

building line)

Lot Depth:

90 feet minimum

Garages:

Must face a residential alley.

Maximum Number of Lots:

Maximum of 500 lots upon full build out of the Valencia on the Lake development.

E. Lot Type 5:

1. <u>Purpose:</u> This lot type is designed to allow single family attached dwellings (townhouse) on lots of not less than two thousand, five hundred (2,500) square feet, together with the allowed incidental and accessory uses.

- 2. <u>Permitted Uses:</u> Land use shall comply with uses permitted for PH Patio Home District in Section 106-14 of the Town of Little Elm Zoning Ordinance. The following additional use is permitted by right:
 - a. Single family attached dwellings, or townhome structures, in a platted subdivision.
 - b. Model homes.
 - c. Temporary sales offices.
 - d. Temporary construction offices.
 - e. Temporary asphalt batch plants.
 - f. Temporary construction yards.
- 3. <u>Height Regulations:</u> No building shall exceed forty feet (40') or two and one-half (2-1/2) stories in height.
- 4. <u>Area Regulations:</u> The following minimum standards shall be required as measured from property lines:

Lot Size: 2,500 square feet

Lot Coverage: The combined area covered by all

main buildings and accessory structures shall not exceed seventy percent (70%) of the total lot area. Swimming pools and spas shall not be included in determining

maximum building coverage.

Minimum Floor Area: 1,000 square feet

Front Yard: 20 feet minimum

Rear Yard: 20 feet minimum

Side Yard⁵: Zero (0) feet

Side Yard Adjacent to Street: 15 feet minimum

Lot Width: 25 feet minimum

Lot Depth: 100 feet minimum

⁵ Every part of a required side yard (including side yards adjacent to a street) shall be open and free of structures except for fences, accessory buildings, air conditioning units, and ordinary projections of window sills, belt courses, cornices, and other architectural features not more than 18 inches into the required side yard, and roof eaves projecting not more than 36 inches into the required side yard.

Spacing between Structures:

10 feet minimum

Architecture of Structures:

a. Maximum of eight (8) units per No more than 60% of structure. townhome dwelling units in the Valencia on the Lake development shall be included in a structure with eight (8) units. The remaining 40% of townhome dwelling units within the Valencia on the Lake development shall be in structures containing less than or equal to six (6) units.

b. No two adjacent buildings shall have the same number of units.

c. Each structure must contain at least two masonry types on the front elevation.

d. At least four (4) offsets along the font elevation of each structure shall be provided for every one hundred feet (100') of continuous structure. Each offset shall be a minimum of two feet (2') in depth measured from the main façade of the structure.

Garages:

Must face a residential alley.

Maximum Number of Lots:

Maximum of 100 lots upon the full build out of the Valencia on the Lake development.

TABLE NO. 4-1

Lot Type	Min. Square	Typical Dimensions ⁶	Min. Width	Min. Depth	Min. Dwelling	Yard Setbacks
	Footage			_	Square	
					Footage	

⁶ Typical dimensions are not intended to represent minimum requirements.

						Front	Side	Side Adjacent to Street	Rear
1	12,000 s.f.	100' x 120'	100'	120'	2,500 s.f.	25'	10'	151	20*
2	10,000 s.f.	80' x 135'	80*	110'	2,000 s.f.	25'	7.5'	15'	20'
3	7,200 s.f.	60' x 120'	60*	110	1,600 s.f.	25'	5'	15'	20°
4	4,000 s.f.	40' x 100'	40*	90'	1,200 s.f.	20'	a. 0'/10' ("Zero Side") b. 5'/5' ("Center")	15'	20'
5	2,500 s.f.	25' x 100'	25'	100'	1,000 s.f.	20'	0'	15'	20"

F. <u>Commercial Development Regulations:</u>

- 1. Permitted Uses: Land use and structures shall comply with the requirements for the "LC" Light Commercial District in Section 106-61 of the Town of Little Elm Zoning Ordinance. Architectural and site design shall comply with the Town's current standards. In addition the following uses are permitted:
 - a. Private club.
 - b. Child care center.
 - c. Day use marina/dry dock.
 - d. Model homes.
 - e. Temporary sales offices.
 - f. Temporary construction offices.
 - g. Temporary asphalt batch plants.
 - h. Temporary construction yards.
- 2. Additional Restrictions for a Day Use Marina/Dry Dock Use:
 - 1) Building Area: Maximum dry dock building area utilized for boat storage shall not exceed 45,000 square feet (typical dimensions shall be 150' wide x 300' deep).
 - 2) Height: Maximum eave height shall not exceed 40'.

- 3) Boat Storage Spaces: Maximum dry dock boat storage spaces shall not exceed 300.
- 4) Parking: A minimum of 50 surface parking spaces shall be provided.

V. <u>DEVELOPMENT AND DESIGN STANDARDS</u>

- A. <u>Street Types:</u> The following street types shall establish the criteria for streets allowed within Valencia on the Lake PD District. Section drawings for each street type are illustrated in Exhibit B.
 - 1. Rockhill Parkway (C4D Major Collector, Divided, 90' Right-of-Way).

Classification: Designed to handle the large volumes of traffic from one area of Town to another and to serve as the major point of ingress/egress to the Town. Direct residential driveway access is not allowed.

Public Right-of-Way Width: 90'

Pavement Width: Two $(2) - 25^{\circ}$ B/B Pavement Section: 8", 3,500 psi concrete

Curb Radii: 20'
Minimum Centerline Radius for Curves: 430'(1)

Minimum Tangent between Reverse Curves: 0' Minimum

Sidewalk Width: 8,(2)

Landscape Median (Measured from Back-of-Curb): 17' in Width

Parkway Width: 11.5'

Parking: No parking allowed Landscape/Sidewalk Easement: 10' in Width⁽³⁾

- (1) Calculated based on 30 m.p.h. design speed (rounded for design)
- (2) Sidewalk shall be constructed on one side of Rockhill Parkway only in locations where lots back to parkway.
- (3) Landscape and sidewalk easement shall be provided along both sides of Rockhill Parkway, although a sidewalk is not required on both sides of Rockhill Parkway.
- 2. <u>Local Street</u> (L2U Local Street, 50' Right-of-Way)

Classification: Designed to provide access to residential areas.

Public Right of Way Width: 50'

Pavement Width: 31' B/B

Pavement Section: 6", 3,500 psi concrete

Curb Radii: 20'
Minimum Centerline Radius for Curves: 200'
Minimum Tangent between Reverse Curves: 0'
Minimum Sidewalk Width: 5'

Parkway Width: 9.5'

Parking: Allowed on both sides

of street

3. Alley:

Classification: Designed to provide driveway access for residential rear entry homes. Permitted for Lot Types 4 and 5 only.

Public Right-of-Way Width: 18'

Pavement Width: 12', except 16' where

alley meets the street

Pavement Section: 8"- 5"- 8", 3,500 psi

concrete

Minimum Centerline Radius for Curves: 100'
Minimum Tangent between Reverse Curves: 0'
Curb Radii: 15'

Parkway Width: 3'

Parking: No parking allowed.

Existing platted streets shall conform to the standards established in Valencia on the Lake Street Types when subject to redesign. However, this will not change already-platted right-of-way.

The Town Engineer shall have the discretionary authority to consider and approve exceptions to the Street Design Standards based on compelling evidence of hardship on a case-by-case basis.

TABLE NO. 6-1

Street Type	Street ROW Width	Street Pavement Width	Parkway Width	Sidewalk Width	Pavement Section	Curb Return Radii	Minimum Centerline Radii	Median Width	Min Tangent Between Curves
C4D – Major Collector	90.	2-25'	11.5	51	8", 3,500 psi concrete	20'	430'	17'	0*
L2U – Local Street	50'	31'	9.5*	5*	6", 3,500 psi concrete	20'	200'	None required	0*
Residential Alley	18'	12' except 16' where the alley meets the street	3,	None required	8" – 5" – 8". 3,500 psi concrete	15'	100,	None required	0*

- **B.** <u>Accessory Structures:</u> All development within The Valencia on the Lake Planned Development District shall comply with Section 106-82 of the Town of Little Elm Zoning Ordinance.
- C. <u>Screening and Fences:</u> All development within The Valencia on the Lake Planned Development District shall comply with Section 106-84 of the Town of Little Elm Zoning Ordinance, with the following modification:
 - 1. Fencing on corner lots facing side streets shall be enhanced wooden fences (board-on-board or other design, with a top cap). All enhanced fencing within the development shall be consistent.
 - 2. Fencing facing open space, parks, floodplain, or flowage easement shall be wrought iron (or tubular steel).
 - 3. Sanitary sewer lift stations must be screened by a minimum eight-foot high masonry fence.
- **D.** <u>Landscape Standards:</u> All development within The Valencia on the Lake Planned Development District shall comply with the Town of Little Elm's Landscaping Ordinance.

1. Additional Requirements:

- a. Trees shall be planted within the median of Rockhill Parkway. The trees shall be a minimum 3" caliper and shall be planted at a ratio of one (1) tree per each fifty (50) linear feet of street frontage. Trees planted within these common spaces may be planted in groupings, clusters or masses.
- b. Trees shall be planted within common areas adjacent to Rockhill Parkway. The trees shall be a minimum 3" caliper and shall be planted at a ratio of one (1) tree per each fifty (50) linear feet of street frontage. Trees planted within these common spaces may be planted in groupings, clusters or masses.

2. Tree Requirements:

A minimum of one (1) tree per 30' of front yard lot width is required. Notwithstanding, all lots shall have at minimum on (1) tree in the front yard. Trees shall be a minimum 3" caliper and be one of the trees listed below to count toward tree requirements.

Tree List
Bald Cypress

Exhibit B to PD Standards -- Page 15

Bur Oak

Caddo Maple

Cedar Elm

Chinese Pistachio

Chinkapin Oak

Pecan

Shumard Oak

Southern Magnolia

Southern Red Oak

Texas Ash

Truncatus (Shantung) Maple

E. Off-Street Parking Requirements: All development within The Valencia on the Lake Planned Development District shall comply with Section 106-88 of the Town of Little Elm Zoning Ordinance.

F. Residential Architectural Standards:

The residential architectural standards in this Subsection (F) are the exclusive architectural standards applicable to residential development in the Valencia on the Lake development.

1. <u>Gifts to the Street</u>: All buildings shall include at least four (4) of the following design features to provide visual relief along the front of the residence:

Architectural garage doors

Architectural pillars or posts

Bay window

Brick chimney on exterior wall (front of house)

Cast stone accents

Covered front porches

Cupolas or turrets

Dormers

Gables

Garage door not facing street

Roof accent upgrades (i.e. metal, tile, slate, etc.)

Recessed entries, a minimum of three (3) feet deep

Greater than an 8:12 Primary roof pitch

Separate transom windows

Variable roof pitch

Shutters

2. Building Materials:

- a. All residences shall be constructed primarily of masonry as set forth below. Masonry means brick, stone, cast stone, or stucco. Other materials of equal or similar characteristics may be allowed upon approval of the Town's Building Official.
 - i. For one-story homes and for the first story of two-story homes, 100% of all exterior wall surfaces shall be constructed of masonry, excluding doors, windows, boxed or bay windows, ornamental trim, dormers, areas under covered porches one story in height, and architectural projections.
 - ii. For areas above the first story of two-story homes, a minimum of 80% of all exterior wall surfaces shall be constructed of masonry, excluding doors, windows, boxed or bay windows, ornamental trim, dormers, areas above a roof line, areas under covered porches not extending to the first floor, and architectural projections.
 - iii. For all homes, the front and street sides shall have 100% of all exterior wall surfaces constructed of masonry, excluding doors, windows, boxed or bay windows, ornamental trim, dormers, areas above a roof line, area under covered porches not extending to the first floor, and architectural projections.
 - iv. For homes adjacent to Rockhill Parkway, all wall surfaces facing Rockhill Parkway shall be constructed 100% of masonry, excluding doors, windows, boxed or bay windows, ornamental trim, dormers, areas above roof line, area under covered porches not extending to the first floor, and other architectural projections.
 - v. Any material utilized on the exterior of the residences that is not masonry, as defined above, shall be cementitious fiberboard or a similar product.
 - vi. All homes on all Lot Types shall have at least two (2) masonry types on the front elevation.

- b. Roofs shall be constructed of a process and of materials that shall have a minimum installation and manufacturer's warranty of thirty (30) years. For Lot Types 1, 2, 3, and 5 the minimum roof pitch shall be a 8/12, except for the roofs of sheds and porches. Lot Type 4 shall have a minimum roof pitch of 6/12 and constructed of tile, slate, or other type of masonry product. In no event shall Lot Type 4 utilize any type of asphalt composition roof material. Seamless and standing seam metal roofs are permitted provided that they are of architectural quality. No wooden shingles shall be used on roofs.
- 3. Garages: All residential lots shall provide a two-car (or larger) garage.
- 4. <u>Signage in Residential Areas:</u> Monument signs at the entry-ways of neighborhoods are permitted, and shall conform to the general monument sign regulations adopted by the Town.
 - Ornamental hanging signs suspended from a decorative post shall be allowed in lieu of monument signs for entry-ways of neighborhoods.
- 5. <u>HVAC Screening:</u> All buildings shall be designed such that mechanical equipment (HVAC, etc.), excepting vents and stacks, is not visible from the public right-of-way or open space, or is screened by shrubs. The minimum height of shrubs at the time of installation/planting shall be at least three feet (3') in height.
- 6. <u>Lighting:</u> LED street lights shall be installed and located as required by the Town's Subdivision Regulations.
 - Homeowner alley lighting shall be located on garage walls facing the alley, shall be directed in a downward direction, and shall not exceed 100 watts.
 - Rockhill Parkway shall have decorative median LED street lighting.
- 7. Sidewalks: Sidewalks shall have a minimum width of five (5) feet.
- 8. <u>Franchise Utilities:</u> All franchise utilities shall be placed in the alley for Lot Type 4 and 5.
- 9. Elevations: Single family house plans for Lot Types 1-4 shall vary from lot to lot as follows:
 - a. The same floor plan with the same elevation shall be separated by a minimum of four (4) lots (between them) on the same side of the

Exhibit B to PD Standards -- Page 18

- street and by a minimum of two (2) lots (between them) on the opposite side of the street.
- b. The same floor plan with a different elevation shall be separated by a minimum of one (1) lot on the same or on the opposite side of the street.
- 10. Power lines: All power lines shall be buried.

VI. PARK AND OPEN SPACE REQUIREMENTS

The Valencia on the Lake Planned Development District shall provide a minimum of 65 acres to be used as Public Open Space, which may include, but is not limited to, passive uses including a trail system with park benches. Public Open Space shall be maintained by the local school district through a joint use agreement or a private association. A public improvement district may fund the costs of maintenance of Public Open Space. In addition, a minimum of two (2) public park sites shall be dedicated to the Town. The park sites within Valencia on the Lake shall be a minimum five acres and the total park dedication shall be a minimum of ten acres.

The Developer shall in good faith effort seek approval from the U.S. Army Corps of Engineers (USACE) to construct a trail system consisting of a trail pathway through the flowage easement and Corps fee title property to connect the proposed park sites. Notwithstanding the foregoing, the Developer's right to develop any portion of the Property shall be unaffected by obtaining approval from the USACE to construct this trail system. The minimum design standards for the trails shall include the following: Trails shall be a minimum of eight feet (8') in width and four inches (4") in depth and be constructed out of 3500 psi concrete with #3 steel rebar at eighteen inches (18") on center each way (O.C.E.W.). Trail subgrade shall consist of two inches (2") of bedding sand. On average and subject to USACE approval, each trail system should have an average of one bench and one trash receptacle per 1,000 linear feet of trail. Two playgrounds shall be provided, one on each side of the peninsula. Sidewalks internal to the development will be used to connect the neighborhoods to the trail system. A trail pathway plan is included in Exhibit E.

Nine (9) locations have been identified on Exhibit E as potential parking areas to provide access to the trail pathway. At a minimum of three (3) of these nine (9) locations, the Developer shall provide a minimum of three (3) parking spaces. Direct access from the public street shall be permitted for the parking areas (i.e. head-in parking). The parking spaces shall be a minimum of nine (9) feet wide by twenty (20) feet long.

EXHIBIT "C" TO PD STANDARDS CONCEPT/PHASING PLAN

[INSERT HARD COPY]

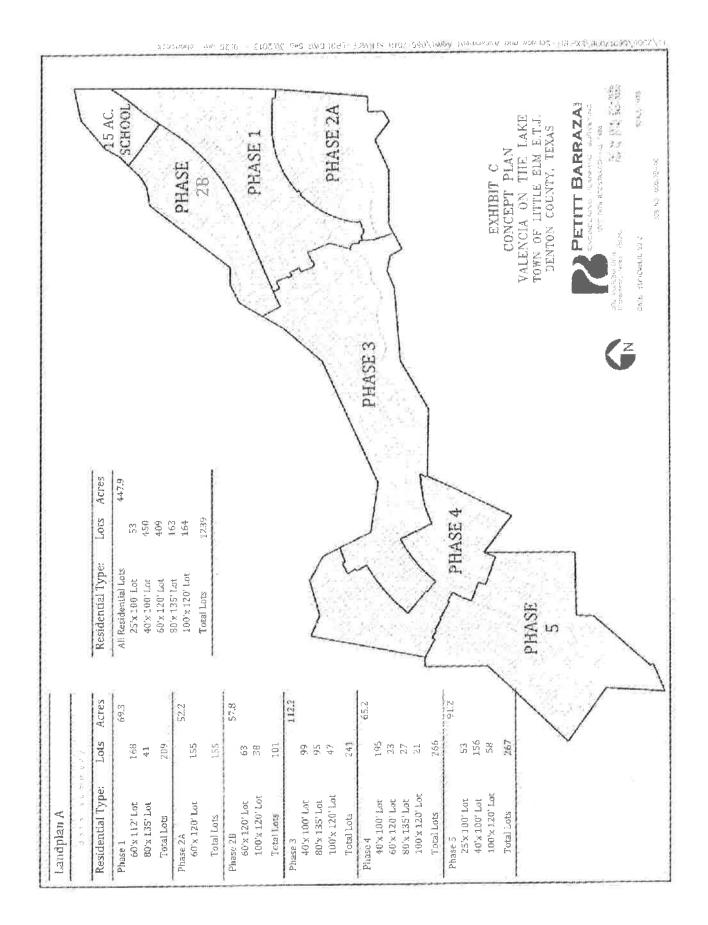
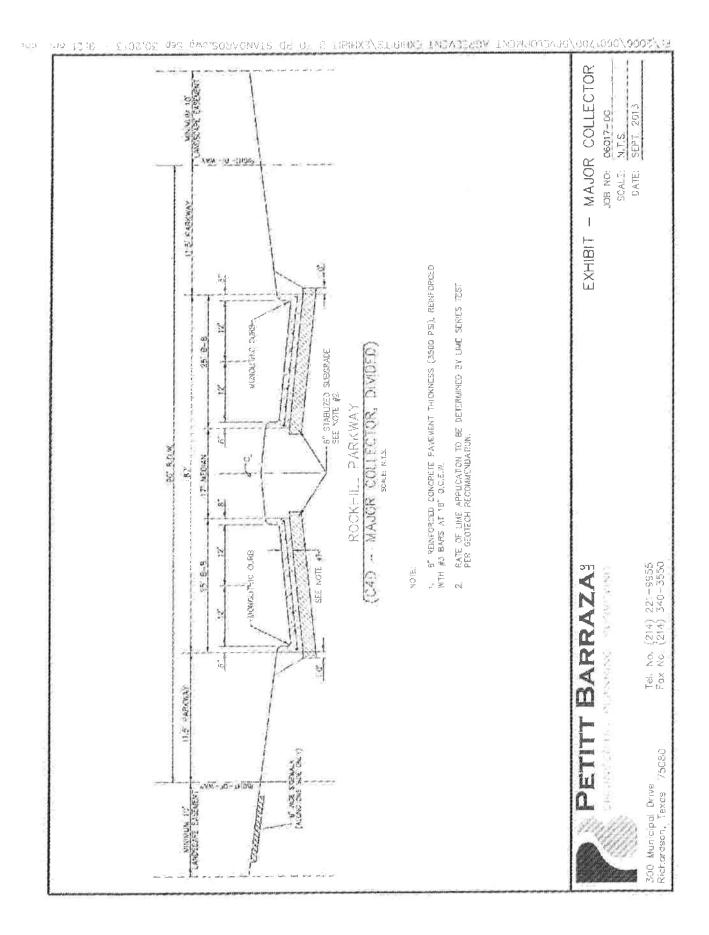
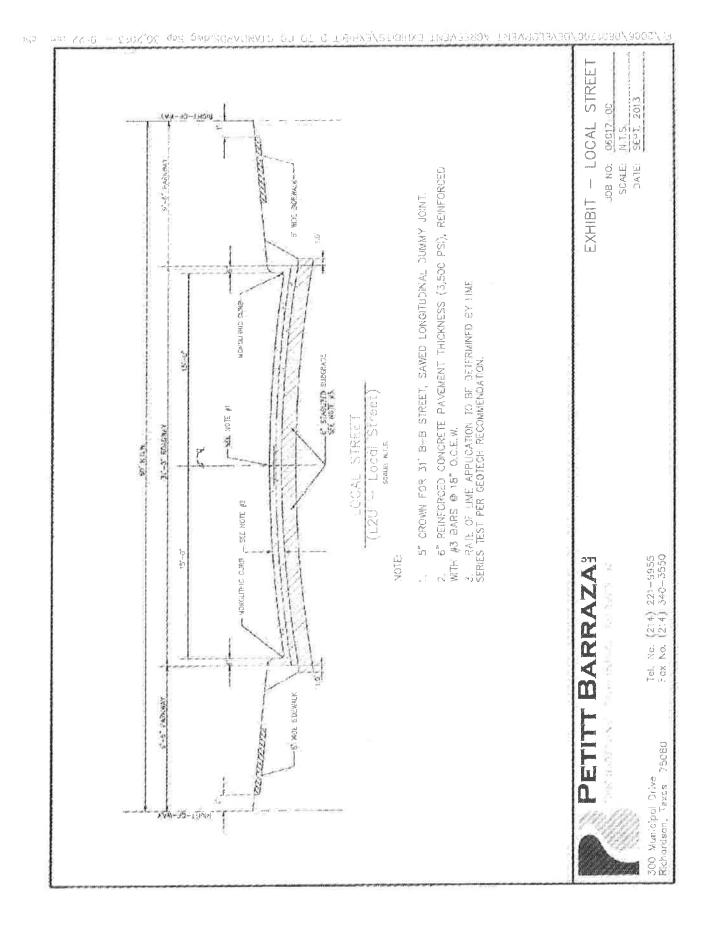


EXHIBIT "D" TO PD STANDARDS STREET TYPE EXHIBITS

[INSERT HARD COPY]





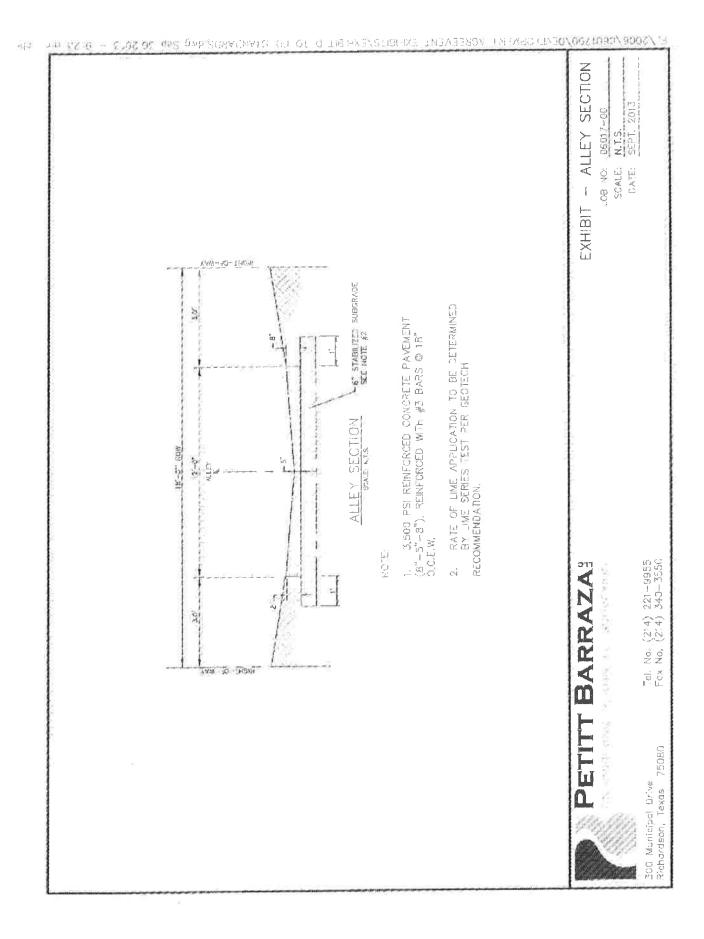
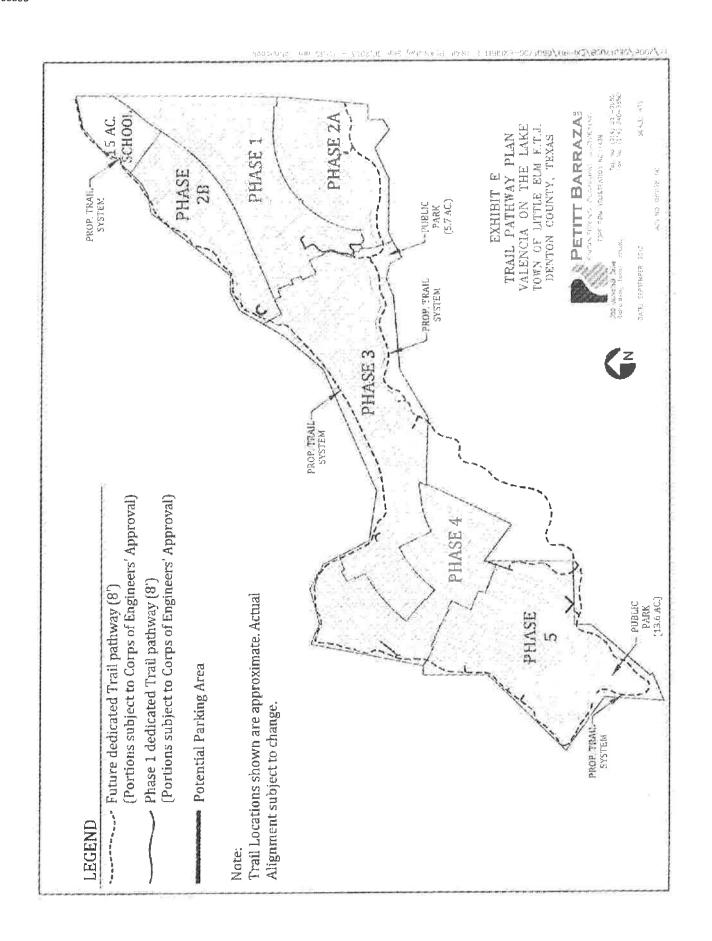
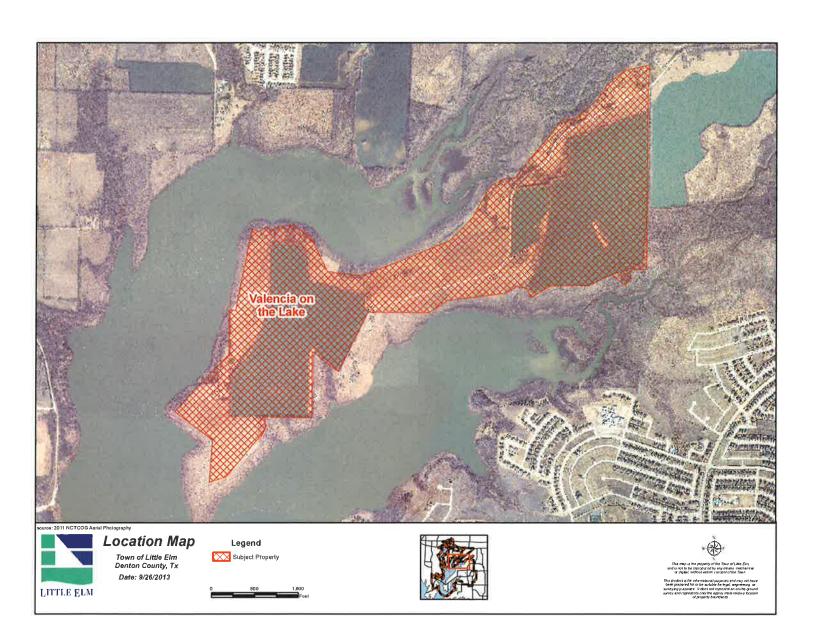


EXHIBIT "E" TO PD STANDARDS TRAIL PATHWAY EXHIBIT

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TOWN OF LITTLE ELM

Town Council

Staff Report

PROJECT: 14-PD-004

MEETING DATES: Planning & Zoning Commission:

Town Council: 9-16-14

REQUEST: A request to zone 447.942 acres of land that is proposed to be

Valencia

annexed.

PROPOSED USE: Single Family Residential

LOCATION: Generally located west of FM 423, along Doe Creek Road, between

Doe Branch and Panther Creek waterways

PROPOSED ZONING Planned Development – Single Family (PD-SF) district, if annexed by

Council

CURRENT/PROPOSED

FLUP DESIGNATION:

Low Density Residential

EXISTING USE / SITE Vacant land

ATTRIBUTES:

ATTACHMENTS:

APPLICANT: Town of Little Elm

OWNER: Valencia on the Lake, LP

ZONING ANALYSIS: On September 16th, 2014, the Town Council will consider annexing

the subject property into the town limits of Little Elm. In the fall of 2013, Council approved a Development Agreement governing the subject property with proposed zoning regulations attached. The proposed zoning is consistent with the Development Agreement.

LITTLE ELM

9-04-14

proposed zoning is consistent with the bevelopment Agreemen

COMPREHENSIVE PLAN The Future Land Use Plan (FLUP) designates the subject property as

ANALYSIS: Low Density Residential land uses.

RECOMMENDED Staff recommends approval of the proposed zoning.

ACTION:

On September 4th, 2014, the Planning & Zoning Commission

unanimously recommended approval of the proposed zoning.

TOWN CONTACT: Dusty McAfee, AICP – Community Services Manager

Location Map

Ordinance 1233



Date: 07/06/2021

Agenda Item #: 6. B.

Department: Development Services

Strategic Goal: Promote and expand Little Elm's identity **Staff Contact:** Fred Gibbs, Director of Development Services

AGENDA ITEM:

Hold a Public Hearing, Present, Discuss, and Consider Action on Ordinance No. 1617 on a Request to Amend Existing Planned Development-Light Industrial District (PD-LI), through Ordinance No. 890, as Amended by Ordinance No. 1563, in Order to Allow the Expansion of Existing Retractable Technologies, Inc. (RTI) Building 1, on Approximately 33.0237 Acres of Land, Generally Located on the West Side of Lobo Lane, Approximately 175 feet South of Debbie Street, within Little Elm's Town Limits.

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1617:

DESCRIPTION:

Location.

Generally located at 511 Lobo Lane, on the west side of Lobo Lane, approximately 175 feet south of Debbie Street, within Little Elm's town limits.

Planning Analysis.

Background.

Retractable Technologies, Inc. (RTI) was established in 1994 and has been operating on the 33.0237-acre property, generally located at 511 Lobo Lane, since initial construction completion in 1996. At the time RTI began its operations, the property was zoned Light Industrial (LI). In 2008, RTI expanded its facilities to accommodate manufacturing and the property was rezoned to a Planned Development-Light Industrial District (PD-LI), through Ordinance No. 890.

In 2020, amid the COVID-19 pandemic, RTI was in the process of receiving funding from the US Government to expand facilities in order to be able to produce 427 million, US-manufactured, safety injection devices per year, which would be utilized throughout the country to administer the COVID-19 vaccination. In order to accomplish this goal, RTI needed to expand its facilities by

reconfiguring the internal operations of the existing structure on site as well as constructing a new 55,000 square foot warehouse with additional parking and loading areas. As a result, the existing PD was amended in 2020 through Ordinance No. 1563 in order to accommodate the proposed expansion, modify parking requirements, allow for modified exterior materials, and provide enhanced landscaping and screening.

Since 2020, as a result of the facility expansion and increased manufacturing capacity, RTI has increased their workforce by over 100 people. In 2021, RTI has received additional federal funding to further expand their capacity, and is anticipating to grow by another 100, or more, employees by January 2022, resulting in just over 300 employees. As their workforce grows and diversifies, RTI is beginning to experience the need for additional office space, as well as employee amenities. The anticipated expansion of Building 1, the building closest to the street, was part of the originally approved concept plan for this property, where it was shown as Future Addition 1 and 2. At this time, RTI would like to proceed with the expansion of Building 1, by adding two new wings to accommodate the additional need for office and amenity space.

Such action requires amending the existing PD Ordinance in order to revise the site plan to show the expanded building footprint, additional provision of parking, and request modification to the exterior materials requirements.

Proposal.

The applicant is requesting to construct two, two-story, 30-foot tall additions to match the existing 30-foot tall building, a total of 13,214 square feet of additional floor area, consisting of 7,166 square feet of new office area and 6,048 square feet of amenity area. The proposed floor plans show the layouts for new executive offices, conference rooms, break rooms, exercise areas, and employee locker rooms. The facade plans show the existing building frontage to be of E.I.F.S. construction (Group C material), the back portions of the existing building of tilt-wall construction (Group B material), and the proposed new additions with stucco (Group B material). The proposed site plan changes, in addition to the building footprint expansion, show four new parking areas, totaling 56 additional parking spaces. No additional exterior or site changes are being proposed at this time.

Uses. The applicant is not introducing any new uses. The proposal is to expand space for office and office-related uses, which is allowed through the existing PD Ordinance.

Development Standards. The proposed plans show the building expansion to be in compliance with the existing setback requirements.

Architectural Standards.

PD Ordinance for this site allows the existing structures as built and/or previously approved, but requires that any future structures comply with Sec. 106.06.06 - Architectural standards for industrial structures. This section requires at least 10% of the primary building face, visible from a public street, to be constructed of Group A materials (brick, stone, or manufactured stone) and up to 90% Group B materials (split-face CMU, stucco, cementitious fiberboard, engineered wood, or tilt-wall construction), and requires the use of at least two different materials. Secondary building faces are allowed to be constructed of 100% Group B materials. The proposed elevations show the building expansion entirely of stucco, Group B material, which would not comply with the requirements of Sec. 106.06.06. This section also requires main entry/office area and the use of at least two auxiliary design standards, but the proposed expansion only partially complies with the vertical articulation and does not provide any auxiliary design features. Therefore, the applicant is requesting the town's consideration to vary from these requirements, specifically for the proposed

expansion, as part of this PD request.

Parking. PD Ordinance for this site requires a parking ratio of 1 space per employee for Buildings 2 and 3, and a parking ratio of 1 space per 1,000 square feet of warehouse/manufacturing use, plus 1 space per employee, and 1 space per 300 square feet of office use for Building 1. The Ordinance notes that parking ratios associated with any future expansion to be up to Development Services Director's discretion. Since the number of employees is constantly evolving, and therefore not a static number, as a parking ratio based on square footages, it poses difficulties in regulating and enforcing compliance. Staff understands that most of the site is used for warehouse and manufacturing purposes and believes that it would be more appropriate to utilize solely the building square footage per use in order to determine the parking requirements for this site. Staff is recommending, as part of this PD Ordinance amendment, that the parking requirement for the site in its entirety be changed to 1 space per 1,000 square feet of warehouse/manufacturing use and 1 space per 300 square feet of office use. Using these ratios, for all buildings on site, the total warehouse area is 156,206 square feet and the total office area, inclusive of the proposed expansion, is 21,214 square feet, requiring a total of 228 parking spaces to be provided on-site. The site currently provides a total of 272 parking spaces and the applicant is proposing to add another 56 spaces, bringing the site total to 328 parking spaces, which exceeds the parking requirements.

Landscaping. No landscape changes are being proposed at this time and the proposed scope of work does not trigger any additional landscape improvements.

Comprehensive Plan. The future land use of this area is identified as retail and commercial. The proposed office expansion fully aligns with this vision. While this property's primary operation focuses on manufacturing, it provides associated office use, which as experienced by this request, continues to grow with the increased manufacturing capacity of the overall site. The Comprehensive Plan states that the activities of the residents of a community create a need for a variety of land uses, including industrial uses, and also identifies industrial uses as being suitable for areas that are not located directly off of major roadways, as to limit visibility that would otherwise be desirable for retail and commercial uses, which is supportive of this site's location.

No additional changes are being proposed at this time.

RTI is a longstanding workforce provider in the community and the largest industrial site within the town. RTI is also responsible for the production of devices used in administering the COVID-19 vaccination to millions of people throughout the country. The expansion of Building 1 has been anticipated as a future endeavor since the establishment of the original PD Ordinance in 2008. The continued expansion of RTI facilities is important in maintaining a successful level of production as well as overall company operations.

Staff believes that, because existing building primary facades are currently constructed of Group C materials, and the applicant is proposing to construct the expansion of stucco, Group B material, the applicant is bringing the building closer into compliance with the original intent of this section, while matching the existing design and construction fo the existing structure. Given the above parking discussion, Staff is recommending, as part of this PD Ordinance amendment, that the parking requirement for the site in its entirety be changed to 1 space per 1,000 square feet of warehouse/manufacturing use and 1 space per 300 square feet of office use.

Recommendation to the Planning and Zoning Commission.

Staff recommended approval of the requested Planned Development Amendment as proposed,

with a modified parking ratio.

Commission Findings.

The Planning and Zoning Commission, meeting in regular session on June 17, 2021, voted to recommend approval of the request unanimously, with the following condition:

• Property owner shall provide tree mitigation at a ratio of 1:1 along the Lobo Lane frontage of Building 1, Phase 3.

BUDGET IMPACT:

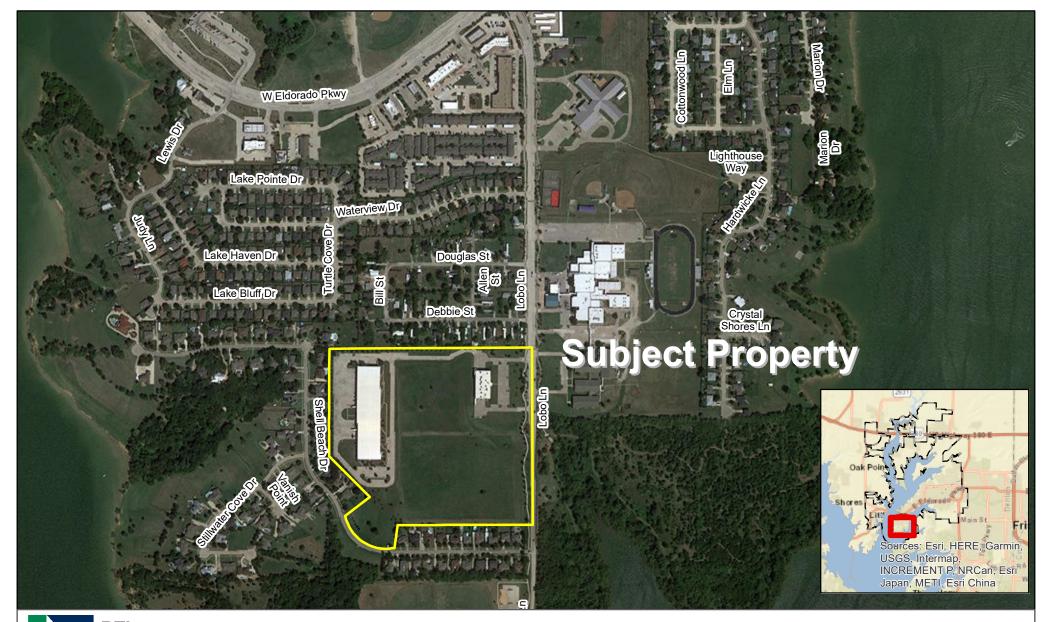
There is no budget impact for this item.

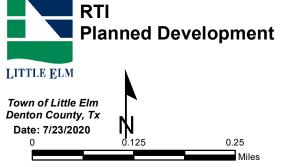
RECOMMENDED ACTION:

Planning and Zoning Commission recommends approval of the request with the condition that the property owner provide tree mitigation at a ratio of 1:1 along the Lobo Lane frontage of Building 1, Phase 3.

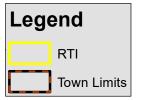
Attachments

Location Map
Ordinance No. 1617
PD Exhibits
Ordinance No. 890
Ordinance No. 1563





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.

TOWN OF LITTLE ELM ORDINANCE NO. 1617

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING PLANNED DEVELOPMENT-LIGHT INDUSTRIAL (PD-LI) ORDINANCE NO. 890, AS AMENDED BY ORDINANCE NO. 1563, BY AMENDING SECTION B (DESIGN) TO ALLOW MODIFIED DEVELOPMENT STANDARDS FOR BUILDING 1, SECTION E (PARKING) TO ALLOW A MODIFIED PARKING RATIO, AND APPROVING A REVISED CONCEPT PLAN ON APPROXIMATELY 33.0237 ACRES OF LAND, GENERALLY LOCATED ON THE WEST SIDE OF LOBO LANE, APPROXIMATELY 175 FEET SOUTH OF DEBBIE STREET; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, a request for a change in zoning has been initiated by Retractable Technologies, Inc. in to amend Section B, Section E, and Concept Plan of the subject Planned Development-Light Industrial (PD-LI), for approximately 33.0237 acres of land, more specifically described on the exhibits, attached hereto; and

WHEREAS, this zoning change is accordance with the most current adopted Comprehensive Plan of the Town of Little Elm; and

WHEREAS, the Town Council and the Planning & Zoning Commission of the Town of Little Elm, in compliance with the laws of the State of Texas and the ordinances of the Town of Little Elm, have given the required notices and held the required public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof regarding the requested specific use permit described herein; and

WHEREAS, at its regular meeting held on June 17, 2021 the Planning & Zoning Commission considered and made recommendations on a request to amend the subject Planned Development-Light Industrial (PD-LI), (Case No.21-PD-012); and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning & Zoning Commission and any other information and materials received at the public hearing, the Town Council of the Town of Little Elm, Texas, has determined that the requested amendment to the subject Planned Development-Light Industrial (PD-LI) would be in the interest of public health, safety and welfare of the citizens of the Town of Little Elm.

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

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

SECTION 2. ZONING AMENDMENT That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by amending Planned Development-Light Industrial (PD-LI) Ordinance No. 890, as previously amended by Ordinance No. 1563, in order to allow expansion of existing Building #1, with modified development standards, modifying the parking ratio, and revising the Concept Plan for property generally located on the west side of Lobo Lane, approximately 175 feet south of Debbie Street, within Little Elm Town limits, an approximately 33.0237 acre tract of land more particularly described as **Exhibit A**, and attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

SECTION 3. CONDITIONS AND REGULATIONS. The subject Planned Development-Light Industrial (PD-LI) Ordinance No. 890, as previously amended by Ordinance No. 1563, is hereby amended as follows:

a) Section B. DESIGN:

- The design and materials for both existing Phase 1 and proposed Phase 2 (55,000 square foot warehouse/manufacturing facility) are permitted. Phase 2 shall be constructed per the previously adopted exhibits.
- 2) The design and materials for the existing construction and expansion of Building 1, otherwise referred to as Phase 3, are permitted and the expansion shall be constructed per the adopted plans which are attached hereto as **Exhibit B** and made a part hereof for all purposes.
- 3) All future structures shall comply with the Architectural Standards for Industrial Structures regulations as outlined in the Town's Zoning Ordinance, as amended.

b) Section D. LANDSCAPING AND ENHANCED FENCING:

- Landscaping and enhanced fencing shall be provided per the previously adopted exhibits. Landscaping associated with future expansion shall be reviewed and approved by the Director of Development Services.
- 2) 2008 Adopted Site Plan/Landscape Plan The landscaping area shown between Block A, Lots 12 & 22 of the Shell Beach subdivision shall be re-installed and

- maintained by the property owner.
- 3) Property owner shall provide tree mitigation at a ratio of 1:1 along the Lobo Lane frontage of Building 1, Phase 3.

c) Section E. PARKING:

 Parking for the entire site shall be provided at a ratio of 1 space per 1,000 square feet for warehouse/manufacturing use and 1 space per 300 square feet for office and related uses. Parking ratios associated with future expansion shall be determined by the Director of Development Services.

SECTION 4. PLANNED DEVELOPMENT MASTER PLAN The revised Concept Plan Exhibit and related plans and documents approved and described as **Exhibit B** attached hereto and made a part hereof are approved. The subject property shall be improved in accordance with the plans set forth in **Exhibit B**.

- a) If, after two years from the date of approval of the Planned Development Master Plan, no substantial development progress has been made within the PD, then the Planned Development Master Plan shall expire. If the Planned Development Master Plan expires, a new Planned Development Master Plan must be submitted and approved according to the procedures within the Zoning Ordinance, Planned Development Districts. An extension of the two year expiration shall be granted if a development Application for the PD has been submitted and is undergoing the development review process or if the Director of Development Services determines development progress is occurring.
- b) The Planned Development Master Plan shall control the use and development of the property, and all building permits and development requests shall be in accordance with the plan until it is amended by the Town Council.
- c) If a change to the Concept Plan, if any, is requested, the request shall be processed in accordance with the development standards in effect at the time the change is requested for the proposed development.

SECTION 5. SAVINGS. This Ordinance shall be cumulative of all other ordinances of the Town, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are indirect conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

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

SECTION 6. PENALTY. Any person, firm, or corporation violating any of the provision of this ordinance shall be punished by a penalty of a fine not to exceed the sum of Two Thousand Dollars

(\$2,000) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense.

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 6th day of July, 2021.

	Town of Little Elm, Texas
	Curtis Cornelious, Mayor
	Odrilo Comellodo, Mayor
ATTEST:	
Caitlan Biggs, Town Secretary	

EXHIBIT ALEGAL DESCRIPTION

BEING a 33.043-acre tract of land situated in the A.G. KING SURVEY, ABSTRACT NUMBER 718, of Denton County, Texas, and being part of Lot 1, Block A, RETRACTABLE TECHNOLOGIES, INC., an addition to the Town of Little Elm, Denton County, Texas, according to the Final Plat recorded in Cabinet M, Page 295, Plat Records, Denton County, Texas and being more particularly described as follows;

COMMENCING at a 1/2 inch iron rod found for the northeast corner of said Lot 1, Block A, RETRACTABLE TECHNOLOGIES ADDITION, same also being in the south line of the L.E. GENTSCH SUBDIVISION, according to the plat recorded in Cabinet A, Page 133, Plat Records, Denton County, Texas, also being the northeast corner of a 0.0574 acre tract of land conveyed to the Town of Little Elm from Retractable Technologies, Inc. according to the deed recorded in Volume 447, Page 1051, Deed Records, Denton County, Texas and being on the west line of Lobo Lane (100' Right-of-way);

THENCE South 00 degree 07 minutes 39 seconds East along the easterly line of said Lot 1, Block A a distance of 5.00 feet to the POINT OF BEGINNING;

THENCE South 00 degrees 07 minutes 39 seconds East continuing along the easterly line of said Lot 1, Block A, a distance of 1155.90 feet to a 1/2 inch iron rod found for corner at the southeast corner of said Lot 1, Block A, said point also being the most northwesterly corner of Shell Beach Addition:

THENCE West along the southerly line of said Lot 1, Block A, a distance of 800 feet to a 1/2 inch iron rod found for corner;

THENCE South 35 degrees 53 minutes 03 seconds West along the southerly line of said Lot 1, Block A, a distance of 168.06 feet to a 1/2 inch iron rod found for corner, said point being the beginning of a curve to the right having a central angle of 79 degrees 16 minutes 49 seconds, a radius of 270.00 feet, a chord bearing of North 50 degrees 21 minutes 37 seconds West and a chord distance of 344.50 feet:

THENCE along said curve to the right an arc length of 373.60 feet to a 1/2 inch iron rod found for corner;

THENCE North 56 degree 55 minutes 35 seconds East along the southerly line of said Lot 1, Block A, a distance of 171.35 feet to a 1/2 inch iron rod found for corner;

THENCE North 43 degree 51 minutes 32 seconds West along the southerly line of said Lot 1, Block A, a distance of 370.00 feet to a 1/2 inch iron rod found for corner;

THENCE North 00 degrees 02 minutes 01 seconds East along the westerly line of said Lot 1, Block A, a distance of 700.00 feet to a 1/2 inch iron rod found for corner;

THENCE North 89 degrees 09 minutes 07 seconds East along the northerly line of said Lot 1, Block A, a distance of 192.96 feet to a 1/2 inch iron rod found for corner;

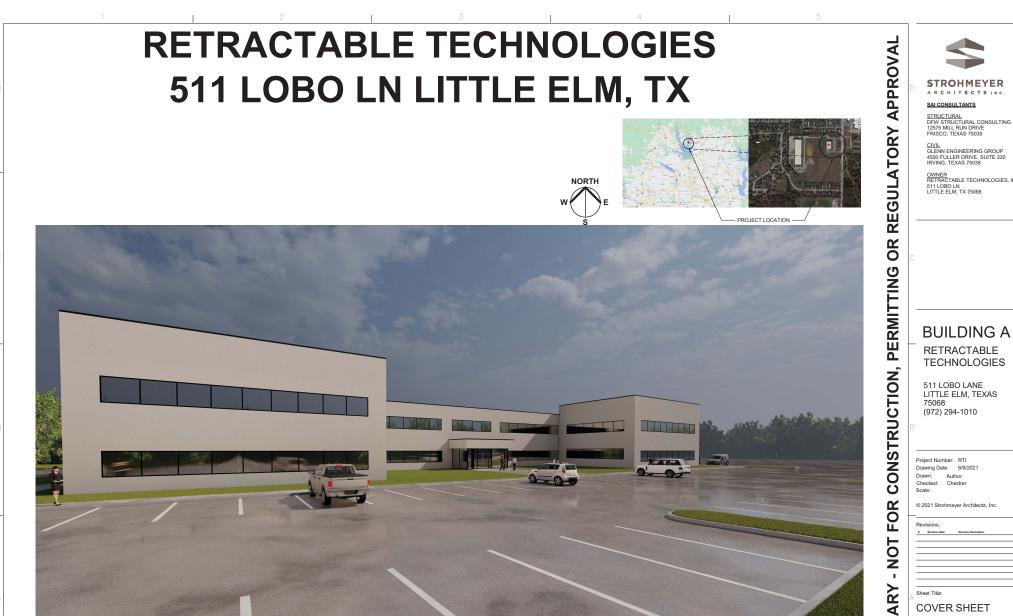
THENCE North 01 degrees 27 minutes 07 seconds East along the northerly line of said Lot 1, Block A, a distance of 8.77 feet to a 1/2 inch iron rod found for corner;

THENCE North 89 degrees 42 minutes 56 seconds East along the northerly line of said Lot 1, Block A, a distance of 580.43 feet to a 1/2 inch iron rod found for corner;

THENCE South 00 degrees 07 minutes 39 seconds East along the northerly line of said Lot 1, Block A, a distance of 5.00 feet to a 1/2 inch iron rod found for corner;

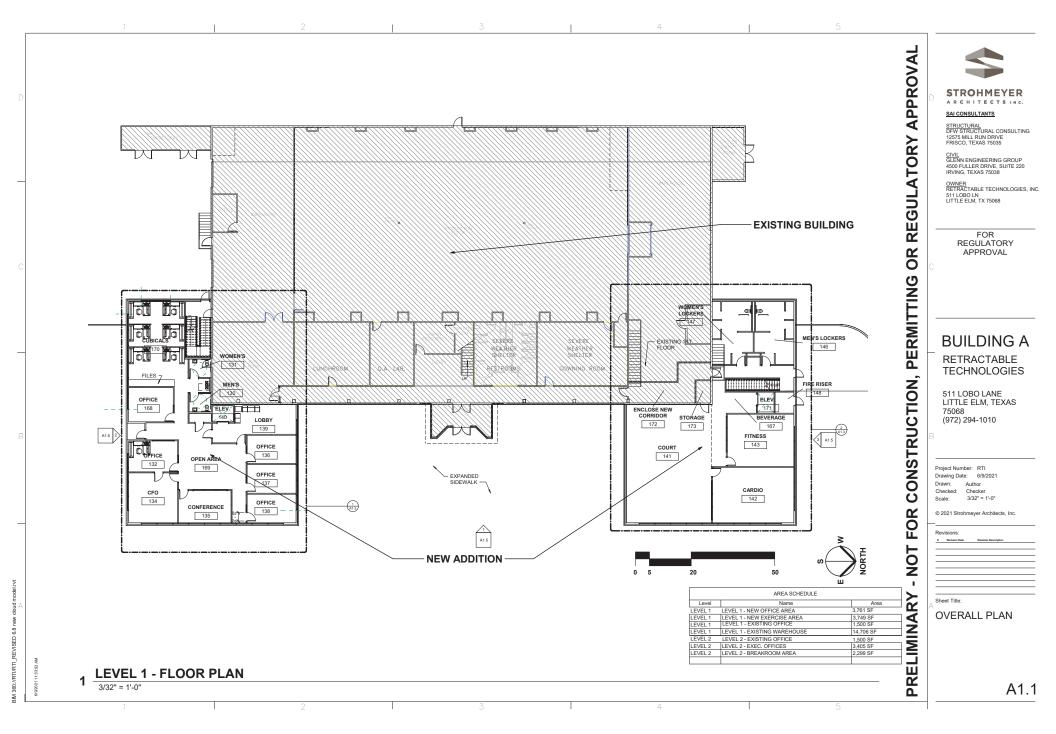
THENCE North 89 degrees 42 minutes 56 seconds East along the southerly line of said Lot 1, Block A, a distance of 499.99 feet to the POINT OF BEGINNING.

CONTAINING a computed area of 33.043 acres or 1,439,335 square feet of land, more or less.

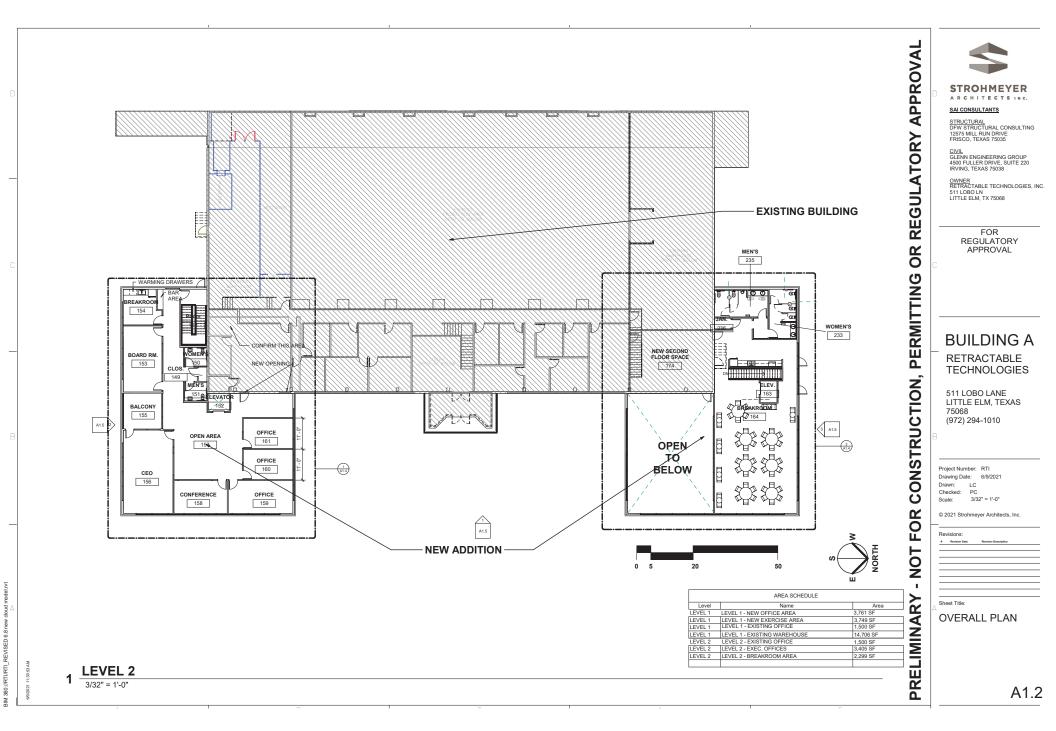


OWNER RETRACTABLE TECHNOLOGIES, INC

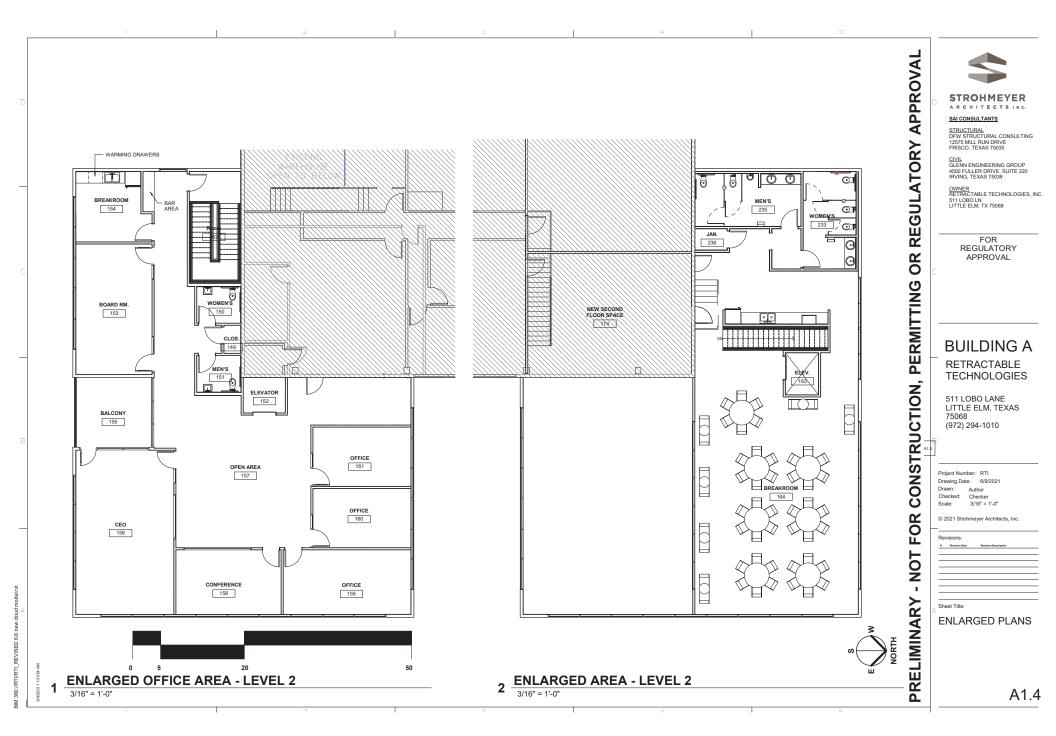
A1.0



Case No.21-PD-012/RTI PD

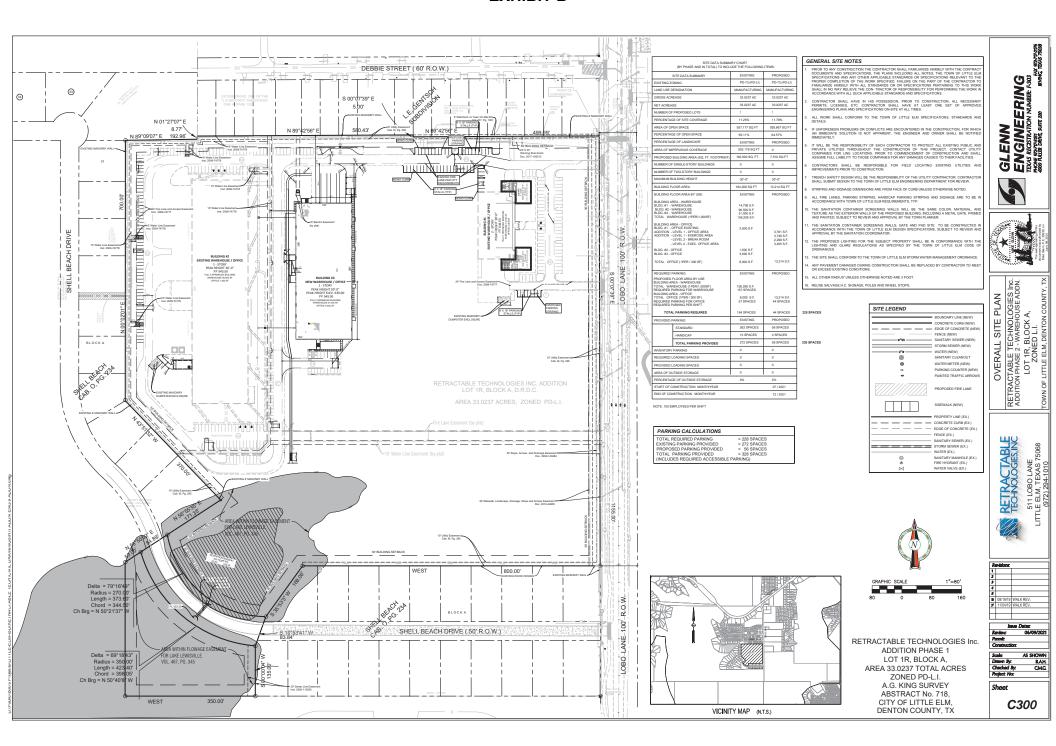


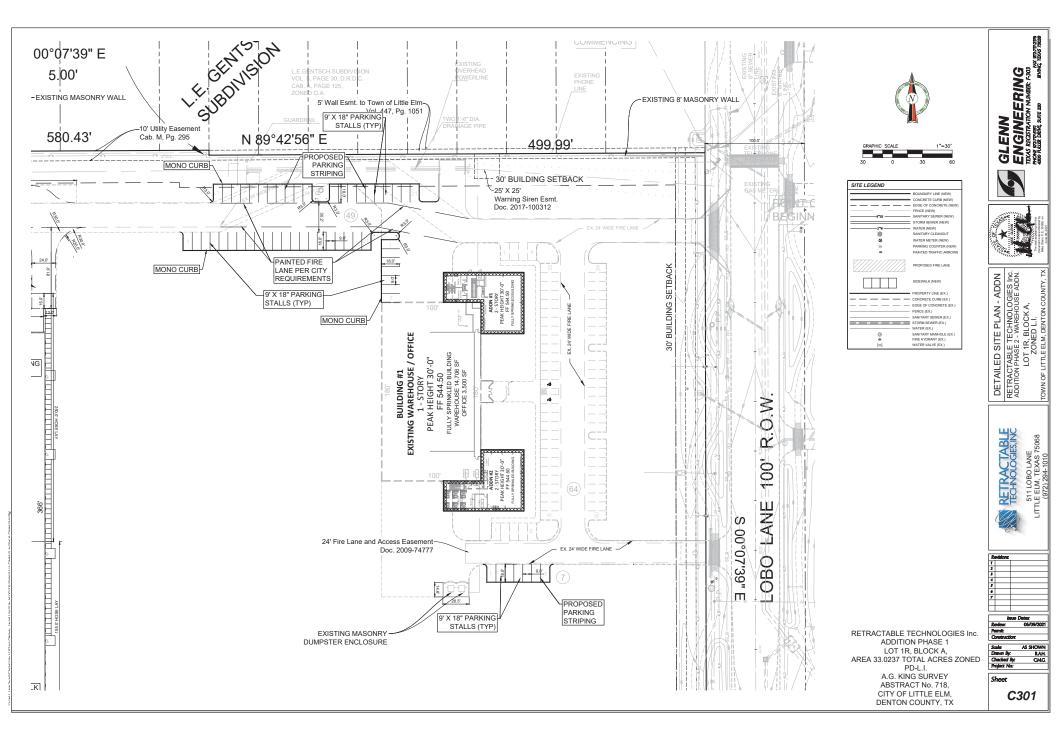


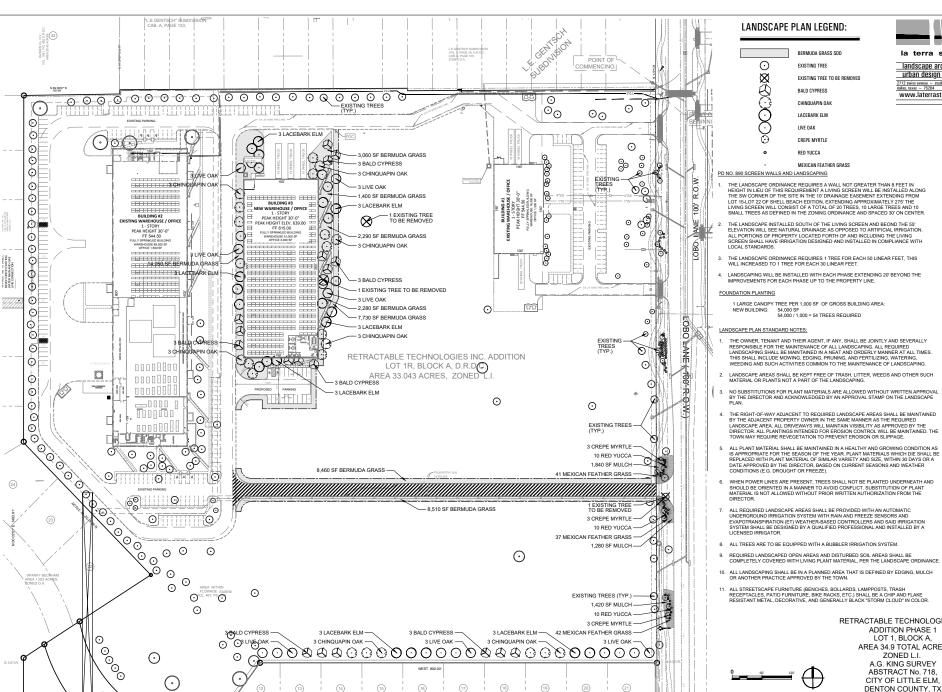


Case No.21-PD-012/RTI PD Ordinance No. 1617











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THE LANUSCAPE ORDINANCE REQUIRES A WALL FOR THE REPORT HE FEET HE FEET HE FEET HE FEET HE FEET HE FEET HE STEED HE FEET HE STEED HE FEET HE FE

- NO SUBSTITUTIONS FOR PLANT MATERIALS ARE ALLOWED WITHOUT WRITTEN APPROVAL BY THE DIRECTOR AND ACKNOWLEDGED BY AN APPROVAL STAMP ON THE LANDSCAPE
- 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
- SHOULD BE ORIENTED IN A MANNER TO AVOID CONFLICT. SUBSTITUTION OF PLANT MATERIAL IS NOT ALLOWED WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE DIRECTOR.

RETRACTABLE TECHNOLOGIES Inc. ADDITION PHASE 1 LOT 1, BLOCK A, AREA 34.9 TOTAL ACRES ZONED L L A.G. KING SURVEY ABSTRACT No. 718, CITY OF LITTLE ELM.

RETRACTABLE TECHNOLOGIES, INC 511 LOBO LANE LITTLE ELM, TEXAS 75068 (972) 294-1010

LOT 1, BLOCK A,
ZONED L.I.

Issue Dates: Review: 07/07/2020 Construction

Project No.: 20-07-23 Sheet

TOWN OF LITTLE ELM

ORDINANCE NO. 890

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, HEREFORE AMENDED, BY CHANGING THE ZONING ON APPROXIMATELY 34.086 ACRES OUT OF THE JOHN KING SURVEY, ABSTRACT 718, LOT 1 & 2, BLOCK A OF THE RETRACTABLE TECHNOLOGIES ADDITION, LOCATED AT 511 LOBO LANE, LITTLE ELM, DENTON COUNTY, TEXAS, FROM LIGHT INDUSTRIAL I (LI-1) TO PLANNED DEVELOPLEMENT LIGHT INDUSTRIAL I; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2000) FOR EACH OFFENSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING AN EFFECTIVE DATE; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, a change in classification of a zoning district has been initiated by the Town of Little Elm on a piece of property more specifically described in Exhibit "A" legal description attached hereto; and

WHEREAS, the Town Council and the Planning and Zoning Commission of the Town of Little Elm, in compliance with the laws of the State of Texas and the ordinances of the Town of Little Elm, have given the required notices and held the required public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof, the governing body in the exercise of its legislative discretion has concluded that the Comprehensive Zoning Ordinance of the Town of Little Elm should be amended as follows:

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

SECTION 1. That Ordinance No. 226, as amended, "The Comprehensive Zoning Ordinance of the Town of Little Elm," is amended by changing the zoning classification from a Light Industrial – 1 (LI-1) to Planned Development District No. 890 for all LI-1 uses and related uses on the following described property (the "Property"), to wit:

Approximately 34.086 acres out of the John King Survey, Abstract 718, Lot 1 & 2, Block A of the Retractable Technologies Addition, Located at 511 Lobo lane, Little Elm, Denton County, Texas.

SECTION 2. That the Attached Exhibit B, use regulations and development standards ("conditions") apply to this planned unit development district:

SECTION 3. That all paved areas, permanent drives, streets, and drainage structures, if any, must be constructed in accordance with standard Town of Little Elm specifications, and completed to the satisfaction of the building official.

SECTION 4. That the building official shall not issue a building permit or a certificate of occupancy for use in this planned unit development district until there has been full compliance with this

ordinance, the development guide, the construction codes, and all other ordinances, rules, and regulations of the Town of Little Elm except as superseded by this ordinance.

SECTION 5. That the Director of Planning and Development shall amend the Zoning District Map of the Town to reflect the changes in zoning made by this ordinance.

SECTION 6. That a person who violates a provision of this ordinance, upon conviction, is punishable by a fine not to exceed \$2,000.

SECTION 7. That Ordinance No. 226, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 8. That the sections, paragraphs, sentences, phrases, clauses and words of this ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance, and the Town Council hereby declares that it would have adopted such remaining portions despite such invalidity, and such remaining portions shall remain in full force and effect.

SECTION 9. That this ordinance shall take effect immediately from and after its passage and publication, and it is accordingly so ordained.

PASSED AND APPROVED this the _____ day of ______

<u> APYI (</u>, 2008.

The Town of Little Elm, Texas

Frank Kastner, Mayor

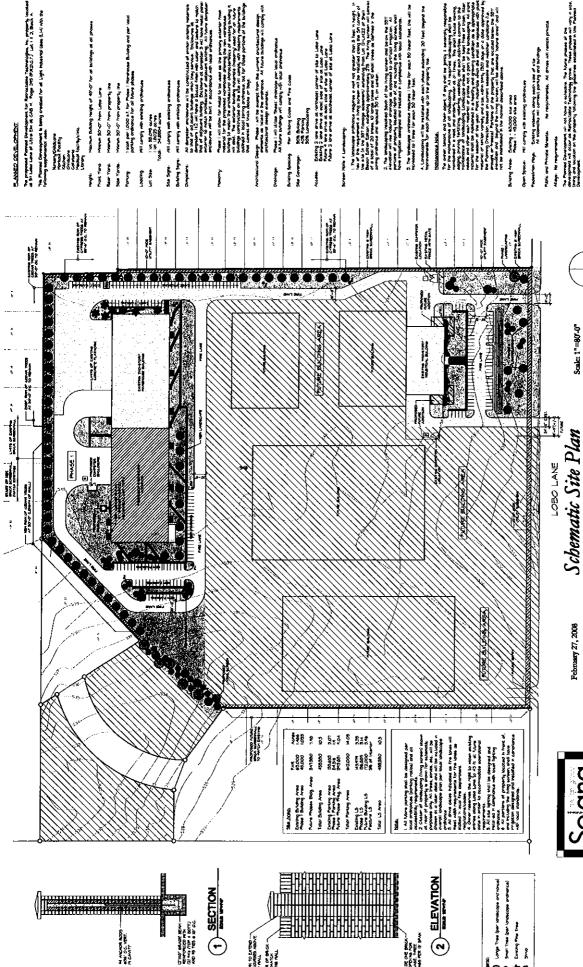
ATTEST:

Kathy Phillips, Town Secretary



LITTLE ELM Town of Little Elm

ZONING APPLICATION	PROVIDE THE FOLLOWING INFORMATION:
Check One: X Change in Zoning	Specific Use PermitOther
Description of Property	
Abstract John King Survey Abstract A Location of Property (use directional N.S.E.W. when 2 mile from El Dorado Prkuy.	possible) ulest si de of Labo hane approx.
Supplement Items	
Boundary Exhibit Notification Labels (Avery 5160) Zoning Signs Purchased (See attached)	Application Fee (\$ いう /) Postage (\$0.41 X labels = \$) Tax Certificate(s)
Zoning Information	
Existing Zoning: Light Industrial I. Classification Ghess Area Net Area 1. LIA 34.8584 2. 3. 4.	Proposed Zoning: PD Classification Gross Area Net Area 1. PD 34.8584 2. 3. 4.
Owner (Applicant) Information	
Owner Name: Retractable Technologies, T Company: Address: 511 Lobo Lane City: Little Elm State: TX Zip: 75068 Phone: 972.294.1010 Fax: 972.292.3600 E-Mail: (Li @ Vanishfoint.com	Applicant (If different from Owner) Ac. Name: Jennifer Ferry Company: Retractable Technologies, Inc. Address: 51/ Lobo Lane City: Little Elm State: 7X Zip: 75068 Phone: 9722941010 Fac. 972294200 E-Mail: (tistock@Vanishpointicom
OWNER'S ACKNOWLEDGMENT	
I hereby certify that I am the owner of the above decertify that the information provided herein is true and owner's Signature: Owner's printed name and title:	2 lm
	of the subject property, I hereby authorize the person designated behalf. The applicant will be the principal contact person with the information, or issues relevant to this request.
Owner's Signature:) lan
Applicant Signature:	ho
	RCE USE ONLY teceipt #: P&Z Date: TC Date:



Allage. He requestation to the contraction of the second s Mass I will aften for madel to be used as the primary action therefore the production development of the pro-bibling is medic the conduction developments of easily the day. The actionary being operate is one of the basings consistent made operate is the property of the basings consistent of the life mill carried, with shooting of the consistent of their dobust of their consistent of the pro-ton consistent of their dobust of their . Londicoping will be installed with each phase extending 30 hee increments for each phase, up to the property the. 3. The tradecape ordinance requires I they for each 30 linear I screened to I they for each 30 linear feet. Chitactural Design. Brose - All be anampt from Be current oronital perfectors. All future building croft-core. All future building croft-core. From I will utilize "Sheet" drontoge per local ord All Nurs briddings riff compy riffs 10001 ordinated Pedestrian Mays. Existing extends, oxong seath side of site All extendits will correct parting and built briding specing. For Building Code and Fine Code Houne 30-0" has properly de House 30-0" has properly de



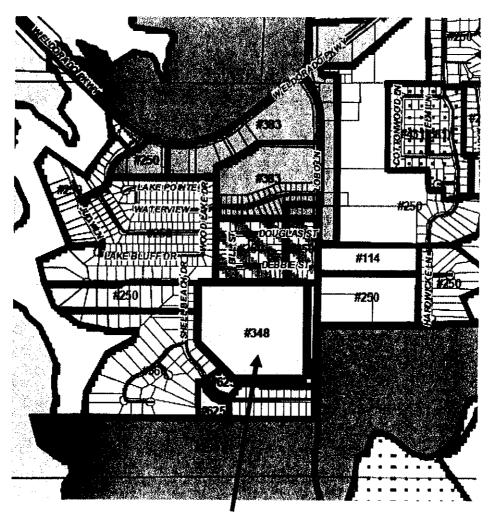
Planned Unit Development - Town of Little Elm, Texas

Scale: 1"=80'-0"

RETRACTABLE TECHNOLOGIES, INC. SILLOBOLANE LITTLEBAN TEXAS 3068 972754,100

08-PD-001 Retractable Technologies, Inc. Zoning Change 511 Lobo Lane

Planned Development for Light Industrial Purposes Proposed Zoning



Subject Property

ORDINANCE NO. 1563

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, HEREFORE AMENDED, BY AMENDING PLANNED **DEVELOPMENT-LIGHT** INDUSTRIAL (PD-LI) APPROXIMATELY 34.31 ACRES OF LAND. GENERALLY LOCATED ON THE WEST SIDE OF LOBO LANE, APPROXIMATELY 175 FEET SOUTH OF DEBBIE STREET; CORRECTING THE OFFICIAL ZONING SAVINGS CLAUSE, MAP: PROVIDING A PROVIDING SEVERABILITY CLAUSE; PROVIDING A PENALTY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Future Land Use Plan of the 2017 Comprehensive Plan designates the subject property as Retail/Commercial; and

WHEREAS, a request for a change in zoning has been initiated by Retractable Technologies, Inc. to update the subject PD language and exhibits for approximately 34.31 acres of land more specifically described on the Location Map, attached hereto; and

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

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

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

SECTION 1. <u>INCORPORATION OF PREMISES.</u> 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 34.31 acres of land to update the subject PD language and associated exhibits, generally located on the west side of Lobo Lane, approximately 175 feet south of Debbie Street, 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 Industrial (LI) zoning district, unless otherwise specified herein:

A. USES:

- 1) Office, warehouse, and manufacturing are permitted uses.
- 2) Supplemental uses permitted include child care facility and medical clinic.

B. DESIGN:

- 1) The design and materials for both existing Phase 1 and proposed Phase 2 (55,000 square foot warehouse/manufacturing facility) are permitted. Phase 2 shall be constructed per the adopted exhibit.
- 2) All future structures shall comply with the Architectural Standards for Industrial Structures regulations as outlined in the Town's Zoning Ordinance, as amended.

C. SCREENING:

1) An 8-foot masonry screening wall is required to be installed with Phase 2 development. The wall shall match the existing screening wall along the north and west portions of the property.

D. LANDSCAPING & EHANCED FENCING:

- Landscaping and enhanced fencing shall be provided per the adopted exhibits. Landscaping associated with future expansion shall be reviewed and approved by the Director of Development Services.
- 2) 2008 Adopted Site Plan/Landscape Plan The landscaping area shown between Block A, Lots 12 & 22 of the Shell Beach subdivision shall be re-installed and maintained by the property owner.

E. PARKING:

 Parking for Phases 1 & 2 shall be provided at a ratio of 1 space per 1 employee. Parking ratios associated with future expansion shall be determined by the Director of Development Services.

SECTION 4. <u>SAVINGS</u>. 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. <u>SEVERABILITY.</u> 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. <u>EFFECTIVE DATE.</u> 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 18th day of August, 2020.

ATTEST:	The Town of Little Elm, Texas	
Kathy Phillips, Town Secretary	David Hillock, Mayor	

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. <u>EFFECTIVE DATE</u>. 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.

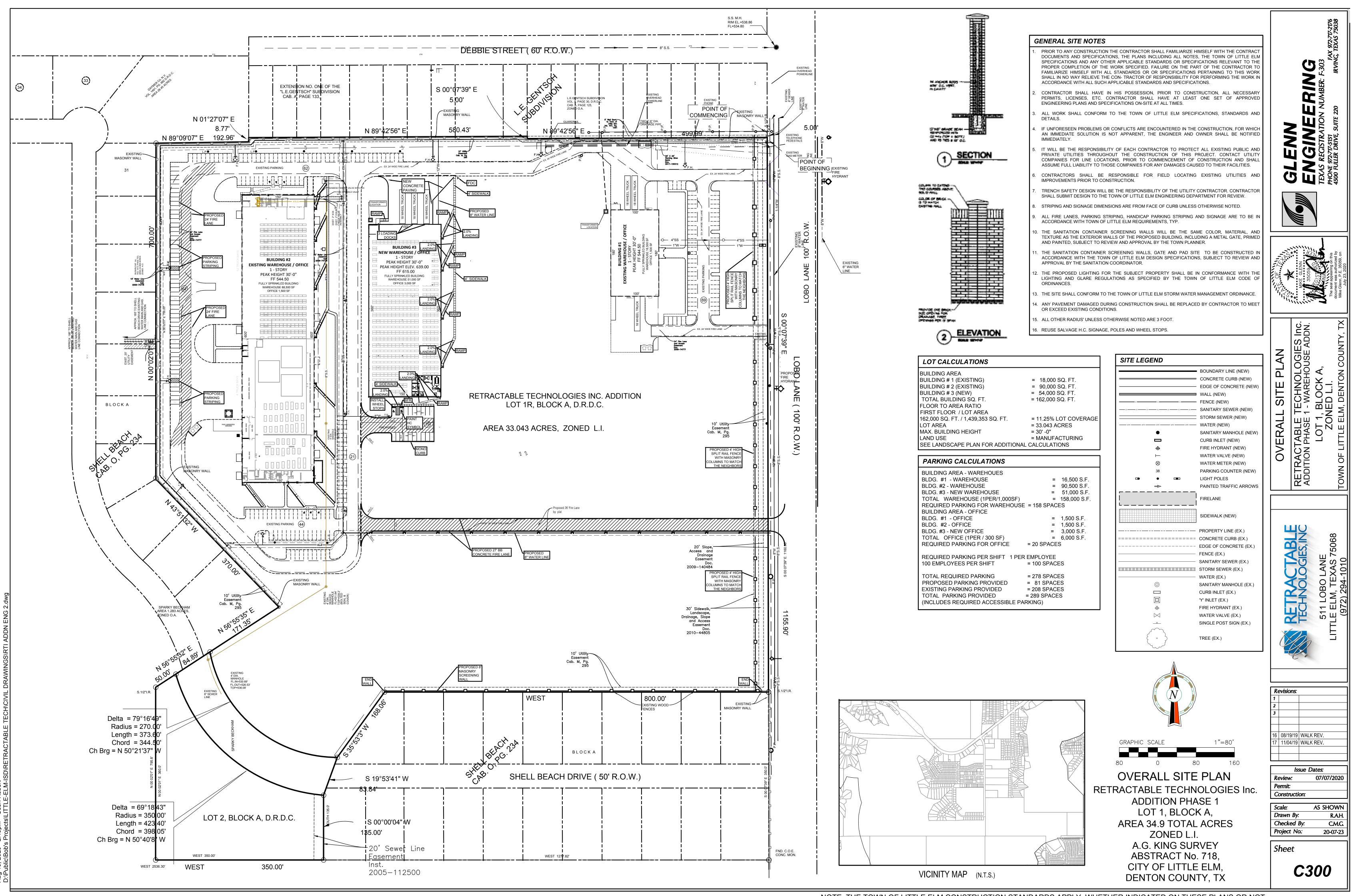
PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 18th day of August, 2020.

ATTEST:

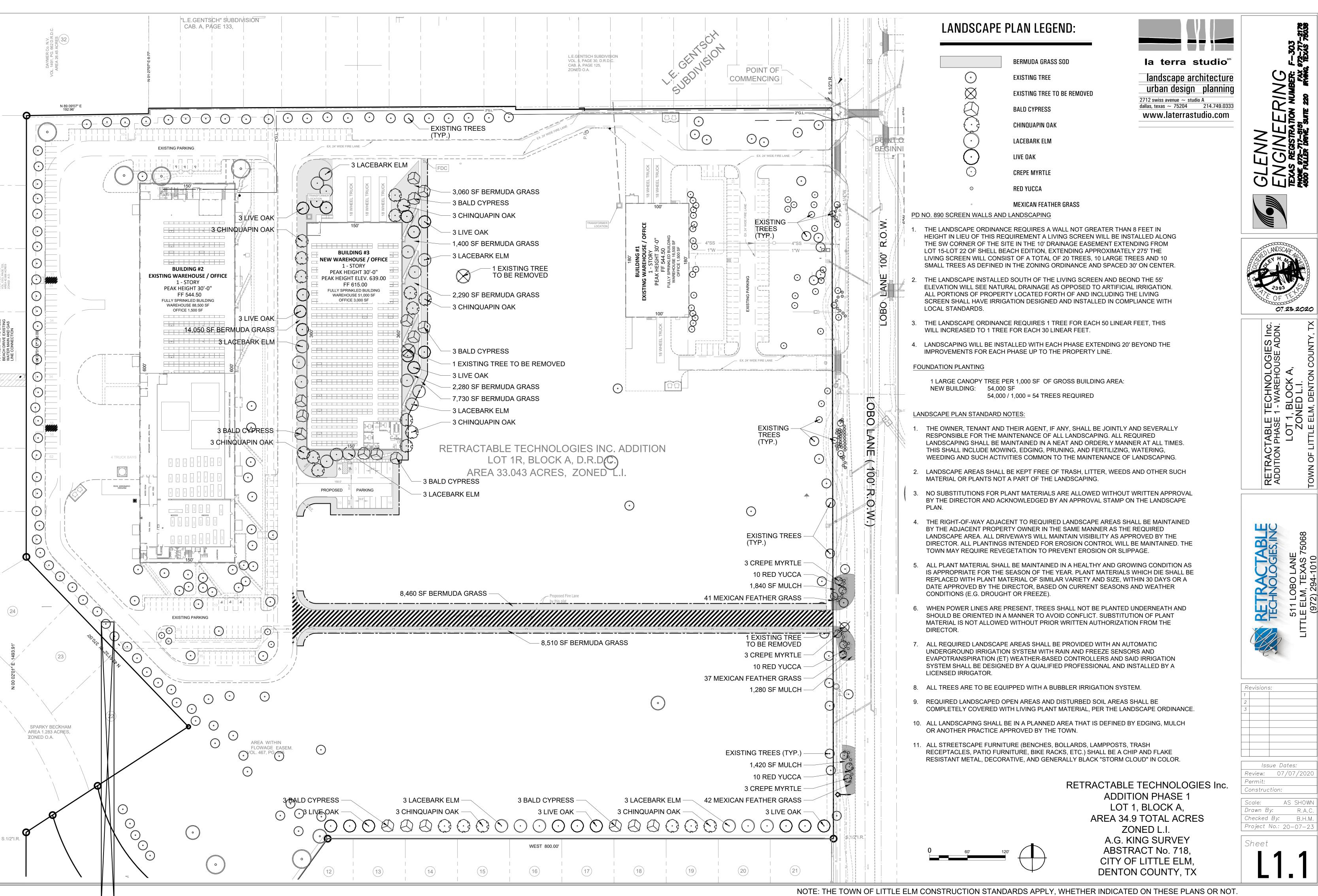
Kathy Phillips, Town Secretary

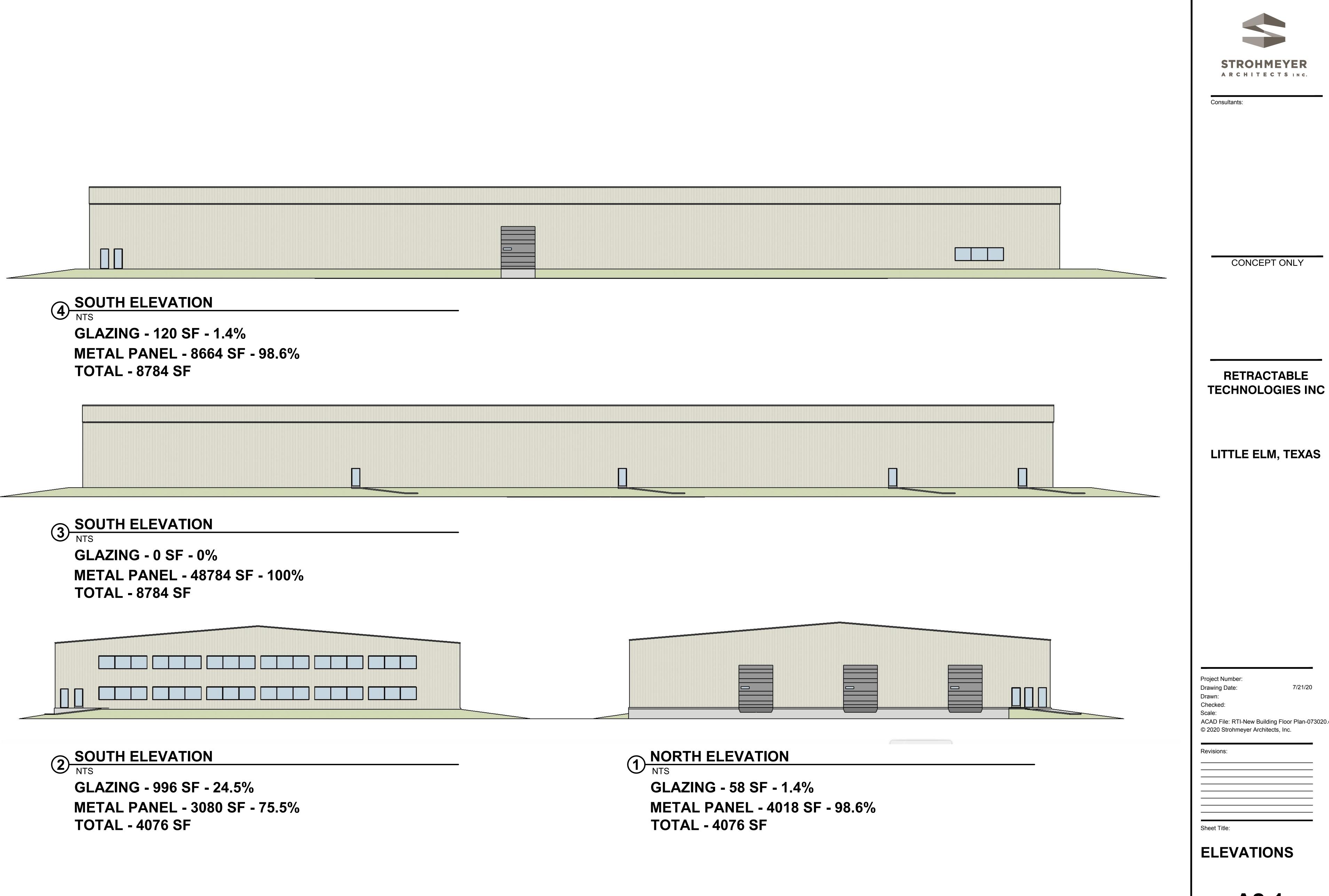
The Town of Little Elm, Texas

David Hillock, Mayor



NOTE: THE TOWN OF LITTLE ELM CONSTRUCTION STANDARDS APPLY, WHETHER INDICATED ON THESE PLANS OR NOT.





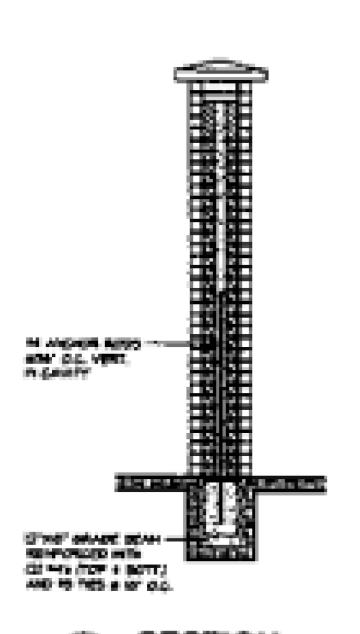
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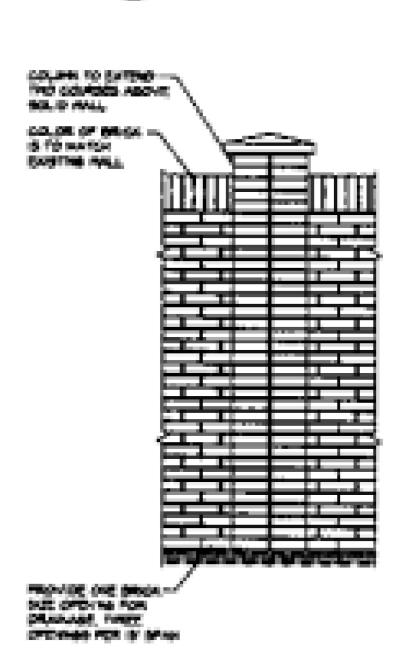


SPLIT RAIL FENCE EXHIBIT WITH MASONRY COLUMNS (EXISTING EAST SIDE OF LOBO LANE)



EXISTING MASONRY FENCE EXHIBIT W/ COLUMNS





2 ELEVATION

FENCING EXHIBITS
RETRACTABLE TECHNOLOGIES Inc.
ADDITION PHASE 1
LOT 1, BLOCK A,
AREA 34.9 TOTAL ACRES
ZONED L.I.
A.G. KING SURVEY
ABSTRACT No. 718,

CITY OF LITTLE ELM,

DENTON COUNTY, TX

Review:

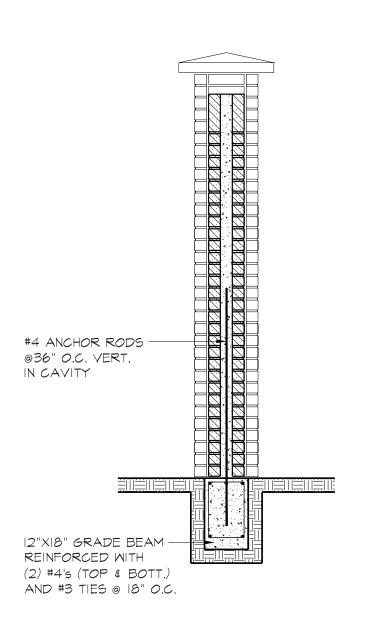
RET

Sheet

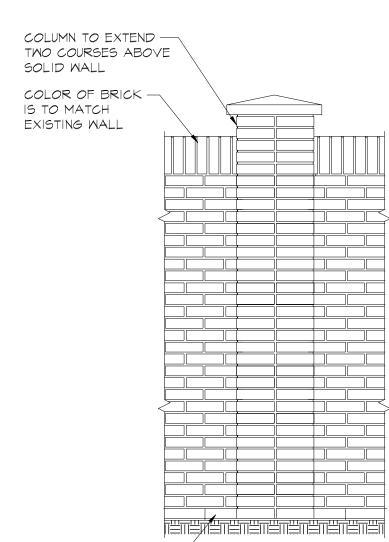
Issue Dates:

07/07/2020

C01.00







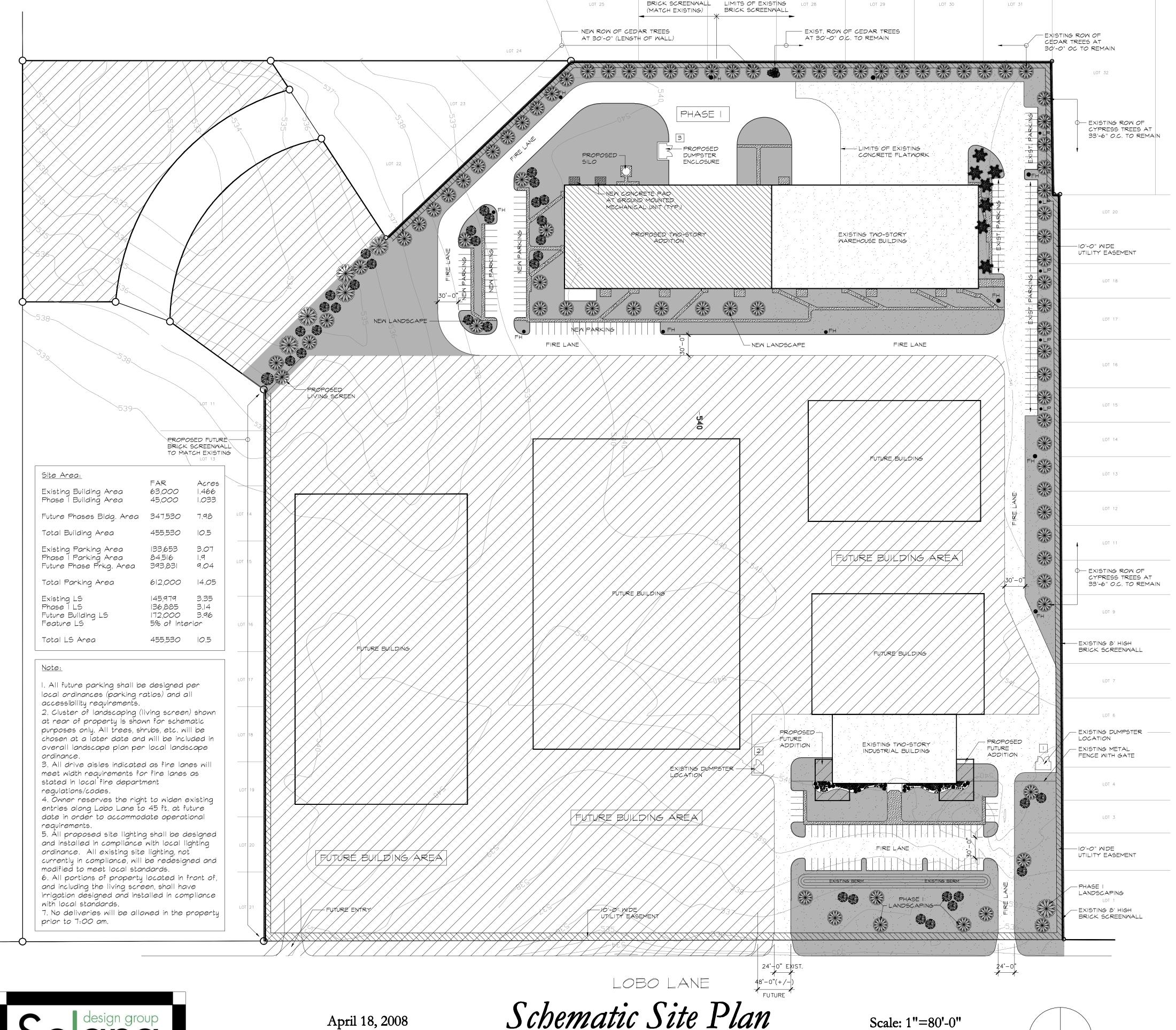
PROVIDE ONE BRICK-SIZE OPENING FOR DRAINAGE. THREE OPENINGS PER 15' SPAN



Large Tree (per landscape ordinance)

Small Tree (per landscape ordinance)

SOLANA DESIGN GROUP 5800 Rockhill Road Fort Worth, Texas 76112 P: 817/507-3977



START OF NEW

Planned Unit Development - Town of Little Elm, Texas

Case # 08-pd-001 RTI

RETRACTABLE TECHNOLOGIES, INC.

511 LOBO LANE LITTLE ELM, TEXAS 75068 972-294-1010

PLANNED DEVELOPMENT

The proposed Planned Development for Retractable Technologies, Inc. property located at 511 Lobo Lane of Little Elm at CAB M. Page 295 (P.R.D.C.T.) Lot 1 & 2, Block A.

This Planned Development is being created for all Light Industrial Uses (LI-I) with the following supplemental uses:

Nursery/Chlidcare Morkout Facility Kitchen Cafeteria Medical facility/clinic

Maximum Building Height of 45'-0" for all buildings at all phases

Minimum 30'-0" from property line

Library Minimum 30'-0" from Lobo Lane

Minimum 30'-0" from property line

I stall per 1,000 s.f. for Phase I Warehouse Building and per local parking ordinance for all future phases

Will comply with existing ordinances

1 lot 33.095 acres Lot Size: 1 lot 1.8025 acres Total: 34.8584 acres

Will comply with existing ordinances

Will comply with existing ordinances

All dumpster enclosures will be constructed of similar building materials to that of adjacent buildings which they service. Enclosures at dumpsters | \$2 will have a stucco finish with color and texture to match that of adjacent building. Enclosure at dumpster 3 will have metal panel exterior to match architecture of adjacent building. All future dumpster

Phase I will allow for metal to be used as the primary exterior finish material for the proposed warehouse allowing the new warehouse building to match the architectural characteristics of existing building it will abut. The exterior building materials (masonry) used for all future buildings constructed on the site will comply with masonry requirements outlined in local zoning ordinance, but for those portions of the buildings

enclosures will be built in accordance with local ordinances.

Architectural Design: Phase I will be exempt from the current architectural design elements as listed in the ordinance. All future buildings will comply with architectural design elements.

Phase I will utilize 'Sheet' drainage per local ordinance All future buildings will comply with local ordinance

that consist of truck docks or bays.

Building Spacing: Per Building Code and Fire Code

Site Coverage: 30% Building 40% Parkina

30% Landscaping

Existing 2 lane drive at northeast corner of site to Lobo Lane Existing 2 lane drive at east side of site at Lobo Lane Future 4 lane drive at east side of site at Lobo Lane Future 2 lane drive at southeast corner of site at Lobo Lane

Screen Walls & Landscaping:

1. The landscape ordinance requires a wall not greater than 8 feet in height. In lieu of this requirement a living screen will be installed along the SW corner of the site (in the 537 flowage easement) extending from Lot 12-Lot22 of Shell Beach Edition Edition, extending approximately 275. The living screen will consist of a total of 20 trees, 10 large trees and 10 small trees as defined in the zoning ordinance and spaced 30 ft. on center.

2. The landscaping installed South of the living screen and below the 537' elevation will use natural drainage as opposed to artificial irrigation. All portions of property located North of, and including the living screen, shall

have irrigation designed and installed in compliance with local standards. 3. Landscaping will be installed with each phase extending 20 feet beyond the improvements for each phase, up to the property line.

4. All new perimeter landscaping will consist of a minimum of a 30'-0" landscape buffer consisting of trees and grass. The trees will be 3-1/2-inch to 4-inch caliper trees with a mix of evergreen and deciduous trees from the "large tree" list in the landscape ordinance, spaced approximately 20'-0" on center.

<u>Maintenance Note:</u>

The owner, tenant, and their agent, if any shall be jointly & severally responsible for the maintenacne of all landscaping. All required landscaping shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding, and such activities common to the maintenance of landscaping. Landscape areas shall be kept free of trash, litter, weeds and other such material or plants not a part of the landscaping. All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Plant materials which die shall be replaced with plant material of similar variety and size, within thirty (30) days or a date approved by the Planning Director, based on current seasons and weather conditions (i.e. drought or freeze). Portions of the property that are located below the 537' elevation and beyond the living screen, will be deemed "nature area" and will not be maintained in the manner described above.

Building Area: Existing - 63,000 site area Phase 1 - 45,000 site area

Open Space: Will comply with existing ordinances

Existing sidewalk along south side of site All sidewalks will connect parking and buildings

Public and Private Streets: No requirements. All drives will remain private.

Alleys: No requirements

N

The Planned Development will not have a schedule. The future phases of this development will occur as Retractable Technology grows. These phases will vary in size, timing and location on the property following the guidelines established in this Planned Development.



Date: 07/06/2021

Agenda Item #: 6. C.

Department: Development Services

Strategic Goal: Promote and expand Little Elm's identity

Staff Contact: Fred Gibbs, Director of Development Services

AGENDA ITEM:

Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Retractable Technologies, Inc.**

DESCRIPTION:

The attached agreement is to solidify the Planned Development and the intended design of the proposed expansion of Building 1 as outlined in the associated Planned Development for Retractable Technologies Inc.

BUDGET IMPACT:

There is no budget impact associated with this item.

RECOMMENDED ACTION:

Staff recommends Council to consider and execute the attached agreement.

Attachments

Development Agreement - RTI PD

STATE OF TEXAS	§	DEVELOPMENT AGREEMENT
	§	FOR <u>RETRACTABLE</u>
COUNTY OF DENTON	§	TECHNOLOGIES, INC.

This Development Agreement for RTI PD ("<u>Agreement"</u>) is entered into between Retractable Technologies, Inc. ("<u>Developer</u>"), whose address for purposes of this Agreement is 511 Lobo Lane, Little Elm, TX 75068, and the Town of Little Elm, Texas ("<u>Town</u>"), 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 "<u>Parties</u>" and individually as a "<u>Party</u>."

Recitals:

- 1. Developer is the owner of 33.0237 acres located at 511 Lobo Lane, on the west side of Lobo Lane, approximately 175 feet south of Debbie Street, in the Town of Little Elm, Texas (the "<u>Property</u>"), which Property is more particularly described in <u>Exhibit A</u> 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.** <u>Incorporation of Premises</u>. 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 RTI PD Ordinance, attached hereto as **Exhibit B**, 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.** <u>Applicability of Town Ordinances</u>. 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.** <u>Default/Mediation</u>. 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. <u>Venue</u>. 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.** <u>Exhibits</u>. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.
- **H.** <u>Surviving Rights</u>. 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. <u>Applicable Laws</u>. 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.** <u>Authority to Execute</u>. 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.** <u>Amendments</u>. This Agreement may be only amended or altered by written instrument signed by the Parties.
- **L.** <u>Headings</u>. 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. <u>Entire Agreement</u>. 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.** <u>Sovereign Immunity</u>. 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	TOWN OF LITTLE ELM, TEXAS
a company	
Ву:	By: Matt Mueller Town Manager
Date:	Date:
	ATTEST:
	Ву:
	Caitlan Biggs
	Town Secretary

STATE OF TEXAS	§ §	
COUNTY OF DENTON		
personally appeared MATT known to me to be the pe	MUELLER, To erson whose nan	ty, on this day of, 2021, own Manager of the Town of Little Elm, Texas, ne is subscribed to the foregoing instrument and same for the purposes and consideration therein
[Seal]		By:
		Notary Public, State of Texas
		My Commission Expires:
STATE OF TEXAS	§ 8	
COUNTY OF	 	
personally appearedsubscribed to the foregoing	instrument and a	ty, on this day of, 2021,, known to me to be the person whose name is acknowledged to me that he executed the same for ressed and in the capacity of a duly authorized
[Seal]		By:Notary Public, State of Texas
		My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION

BEING a 33.043-acre tract of land situated in the A.G. KING SURVEY, ABSTRACT NUMBER 718, of Denton County, Texas, and being part of Lot 1, Block A, RETRACTABLE TECHNOLOGIES, INC., an addition to the Town of Little Elm, Denton County, Texas, according to the Final Plat recorded in Cabinet M, Page 295, Plat Records, Denton County, Texas and being more particularly described as follows;

COMMENCING at a 1/2 inch iron rod found for the northeast corner of said Lot 1, Block A, RETRACTABLE TECHNOLOGIES ADDITION, same also being in the south line of the L.E. GENTSCH SUBDIVISION, according to the plat recorded in Cabinet A, Page 133, Plat Records, Denton County, Texas, also being the northeast corner of a 0.0574 acre tract of land conveyed to the Town of Little Elm from Retractable Technologies, Inc. according to the deed recorded in Volume 447, Page 1051, Deed Records, Denton County, Texas and being on the west line of Lobo Lane (100' Right-of-way);

THENCE South 00 degree 07 minutes 39 seconds East along the easterly line of said Lot 1, Block A a distance of 5.00 feet to the POINT OF BEGINNING;

THENCE South 00 degrees 07 minutes 39 seconds East continuing along the easterly line of said Lot 1, Block A, a distance of 1155.90 feet to a 1/2 inch iron rod found for corner at the southeast corner of said Lot 1, Block A, said point also being the most northwesterly corner of Shell Beach Addition;

THENCE West along the southerly line of said Lot 1, Block A, a distance of 800 feet to a 1/2 inch iron rod found for corner;

THENCE South 35 degrees 53 minutes 03 seconds West along the southerly line of said Lot 1, Block A, a distance of 168.06 feet to a 1/2 inch iron rod found for corner, said point being the beginning of a curve to the right having a central angle of 79 degrees 16 minutes 49 seconds, a radius of 270.00 feet, a chord bearing of North 50 degrees 21 minutes 37 seconds West and a chord distance of 344.50 feet;

THENCE along said curve to the right an arc length of 373.60 feet to a 1/2 inch iron rod found for corner;

THENCE North 56 degree 55 minutes 35 seconds East along the southerly line of said Lot 1, Block A, a distance of 171.35 feet to a 1/2 inch iron rod found for corner;

THENCE North 43 degree 51 minutes 32 seconds West along the southerly line of said Lot 1, Block A, a distance of 370.00 feet to a 1/2 inch iron rod found for corner;

THENCE North 00 degrees 02 minutes 01 seconds East along the westerly line of said Lot 1, Block A, a distance of 700.00 feet to a 1/2 inch iron rod found for corner;

THENCE North 89 degrees 09 minutes 07 seconds East along the northerly line of said Lot 1, Block A, a distance of 192.96 feet to a 1/2 inch iron rod found for corner;

THENCE North 01 degrees 27 minutes 07 seconds East along the northerly line of said Lot 1, Block A, a distance of 8.77 feet to a 1/2 inch iron rod found for corner;

THENCE North 89 degrees 42 minutes 56 seconds East along the northerly line of said Lot 1, Block A, a distance of 580.43 feet to a 1/2 inch iron rod found for corner;

THENCE South 00 degrees 07 minutes 39 seconds East along the northerly line of said Lot 1, Block A, a distance of 5.00 feet to a 1/2 inch iron rod found for corner;

THENCE North 89 degrees 42 minutes 56 seconds East along the southerly line of said Lot 1, Block A, a distance of 499.99 feet to the POINT OF BEGINNING.

CONTAINING a computed area of 33.043 acres or 1,439,335 square feet of land, more or less.

TOWN OF LITTLE ELM ORDINANCE NO. 1617

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING PLANNED DEVELOPMENT-LIGHT INDUSTRIAL (PD-LI) ORDINANCE NO. 890, AS AMENDED BY ORDINANCE NO. 1563, BY AMENDING SECTION B (DESIGN) TO ALLOW MODIFIED DEVELOPMENT STANDARDS FOR BUILDING 1, SECTION E (PARKING) TO ALLOW A MODIFIED PARKING RATIO, AND APPROVING A REVISED CONCEPT PLAN ON APPROXIMATELY 33.0237 ACRES OF LAND, GENERALLY LOCATED ON THE WEST SIDE OF LOBO LANE, APPROXIMATELY 175 FEET SOUTH OF DEBBIE STREET; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, a request for a change in zoning has been initiated by Retractable Technologies, Inc. in to amend Section B, Section E, and Concept Plan of the subject Planned Development-Light Industrial (PD-LI), for approximately 33.0237 acres of land, more specifically described on the exhibits, attached hereto; and

WHEREAS, this zoning change is accordance with the most current adopted Comprehensive Plan of the Town of Little Elm; and

WHEREAS, the Town Council and the Planning & Zoning Commission of the Town of Little Elm, in compliance with the laws of the State of Texas and the ordinances of the Town of Little Elm, have given the required notices and held the required public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof regarding the requested specific use permit described herein; and

WHEREAS, at its regular meeting held on June 17, 2021 the Planning & Zoning Commission considered and made recommendations on a request to amend the subject Planned Development-Light Industrial (PD-LI), (Case No.21-PD-012); and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning & Zoning Commission and any other information and materials received at the public hearing, the Town Council of the Town of Little Elm, Texas, has determined that the requested amendment to the subject Planned Development-Light Industrial (PD-LI) would be in the interest of public health, safety and welfare of the citizens of the Town of Little Elm.

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

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

SECTION 2. ZONING AMENDMENT That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by amending Planned Development-Light Industrial (PD-LI) Ordinance No. 890, as previously amended by Ordinance No. 1563, in order to allow expansion of existing Building #1, with modified development standards, modifying the parking ratio, and revising the Concept Plan for property generally located on the west side of Lobo Lane, approximately 175 feet south of Debbie Street, within Little Elm Town limits, an approximately 33.0237 acre tract of land more particularly described as **Exhibit A**, and attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

SECTION 3. CONDITIONS AND REGULATIONS. The subject Planned Development-Light Industrial (PD-LI) Ordinance No. 890, as previously amended by Ordinance No. 1563, is hereby amended as follows:

a) Section B. DESIGN:

- 1) The design and materials for both existing Phase 1 and proposed Phase 2 (55,000 square foot warehouse/manufacturing facility) are permitted. Phase 2 shall be constructed per the previously adopted exhibits.
- 2) The design and materials for the existing construction and expansion of Building 1, otherwise referred to as Phase 3, are permitted and the expansion shall be constructed per the adopted plans which are attached hereto as **Exhibit B** and made a part hereof for all purposes.
- 3) All future structures shall comply with the Architectural Standards for Industrial Structures regulations as outlined in the Town's Zoning Ordinance, as amended.

b) Section D. LANDSCAPING AND ENHANCED FENCING:

- 1) Landscaping and enhanced fencing shall be provided per the previously adopted exhibits. Landscaping associated with future expansion shall be reviewed and approved by the Director of Development Services.
- 2) 2008 Adopted Site Plan/Landscape Plan The landscaping area shown between Block A, Lots 12 & 22 of the Shell Beach subdivision shall be re-installed and

- maintained by the property owner.
- 3) Property owner shall provide tree mitigation at a ratio of 1:1 along the Lobo Lane frontage of Building 1, Phase 3.

c) Section E. PARKING:

 Parking for the entire site shall be provided at a ratio of 1 space per 1,000 square feet for warehouse/manufacturing use and 1 space per 300 square feet for office and related uses. Parking ratios associated with future expansion shall be determined by the Director of Development Services.

SECTION 4. PLANNED DEVELOPMENT MASTER PLAN The revised Concept Plan Exhibit and related plans and documents approved and described as **Exhibit B** attached hereto and made a part hereof are approved. The subject property shall be improved in accordance with the plans set forth in **Exhibit B**.

- a) If, after two years from the date of approval of the Planned Development Master Plan, no substantial development progress has been made within the PD, then the Planned Development Master Plan shall expire. If the Planned Development Master Plan expires, a new Planned Development Master Plan must be submitted and approved according to the procedures within the Zoning Ordinance, Planned Development Districts. An extension of the two year expiration shall be granted if a development Application for the PD has been submitted and is undergoing the development review process or if the Director of Development Services determines development progress is occurring.
- b) The Planned Development Master Plan shall control the use and development of the property, and all building permits and development requests shall be in accordance with the plan until it is amended by the Town Council.
- c) If a change to the Concept Plan, if any, is requested, the request shall be processed in accordance with the development standards in effect at the time the change is requested for the proposed development.

SECTION 5. SAVINGS. This Ordinance shall be cumulative of all other ordinances of the Town, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are indirect conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

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

SECTION 6. PENALTY. Any person, firm, or corporation violating any of the provision of this ordinance shall be punished by a penalty of a fine not to exceed the sum of Two Thousand Dollars

(\$2,000) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense.

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 6th day of July, 2021.

	Town of Little Elm, Texas				
	Curtis Cornelious, Mayor				
ATTEST:					
Caitlan Biggs, Town Secretary					

EXHIBIT ALEGAL DESCRIPTION

BEING a 33.043-acre tract of land situated in the A.G. KING SURVEY, ABSTRACT NUMBER 718, of Denton County, Texas, and being part of Lot 1, Block A, RETRACTABLE TECHNOLOGIES, INC., an addition to the Town of Little Elm, Denton County, Texas, according to the Final Plat recorded in Cabinet M, Page 295, Plat Records, Denton County, Texas and being more particularly described as follows;

COMMENCING at a 1/2 inch iron rod found for the northeast corner of said Lot 1, Block A, RETRACTABLE TECHNOLOGIES ADDITION, same also being in the south line of the L.E. GENTSCH SUBDIVISION, according to the plat recorded in Cabinet A, Page 133, Plat Records, Denton County, Texas, also being the northeast corner of a 0.0574 acre tract of land conveyed to the Town of Little Elm from Retractable Technologies, Inc. according to the deed recorded in Volume 447, Page 1051, Deed Records, Denton County, Texas and being on the west line of Lobo Lane (100' Right-of-way);

THENCE South 00 degree 07 minutes 39 seconds East along the easterly line of said Lot 1, Block A a distance of 5.00 feet to the POINT OF BEGINNING;

THENCE South 00 degrees 07 minutes 39 seconds East continuing along the easterly line of said Lot 1, Block A, a distance of 1155.90 feet to a 1/2 inch iron rod found for corner at the southeast corner of said Lot 1, Block A, said point also being the most northwesterly corner of Shell Beach Addition:

THENCE West along the southerly line of said Lot 1, Block A, a distance of 800 feet to a 1/2 inch iron rod found for corner;

THENCE South 35 degrees 53 minutes 03 seconds West along the southerly line of said Lot 1, Block A, a distance of 168.06 feet to a 1/2 inch iron rod found for corner, said point being the beginning of a curve to the right having a central angle of 79 degrees 16 minutes 49 seconds, a radius of 270.00 feet, a chord bearing of North 50 degrees 21 minutes 37 seconds West and a chord distance of 344.50 feet:

THENCE along said curve to the right an arc length of 373.60 feet to a 1/2 inch iron rod found for corner;

THENCE North 56 degree 55 minutes 35 seconds East along the southerly line of said Lot 1, Block A, a distance of 171.35 feet to a 1/2 inch iron rod found for corner;

THENCE North 43 degree 51 minutes 32 seconds West along the southerly line of said Lot 1, Block A, a distance of 370.00 feet to a 1/2 inch iron rod found for corner;

THENCE North 00 degrees 02 minutes 01 seconds East along the westerly line of said Lot 1, Block A, a distance of 700.00 feet to a 1/2 inch iron rod found for corner;

THENCE North 89 degrees 09 minutes 07 seconds East along the northerly line of said Lot 1, Block A, a distance of 192.96 feet to a 1/2 inch iron rod found for corner;

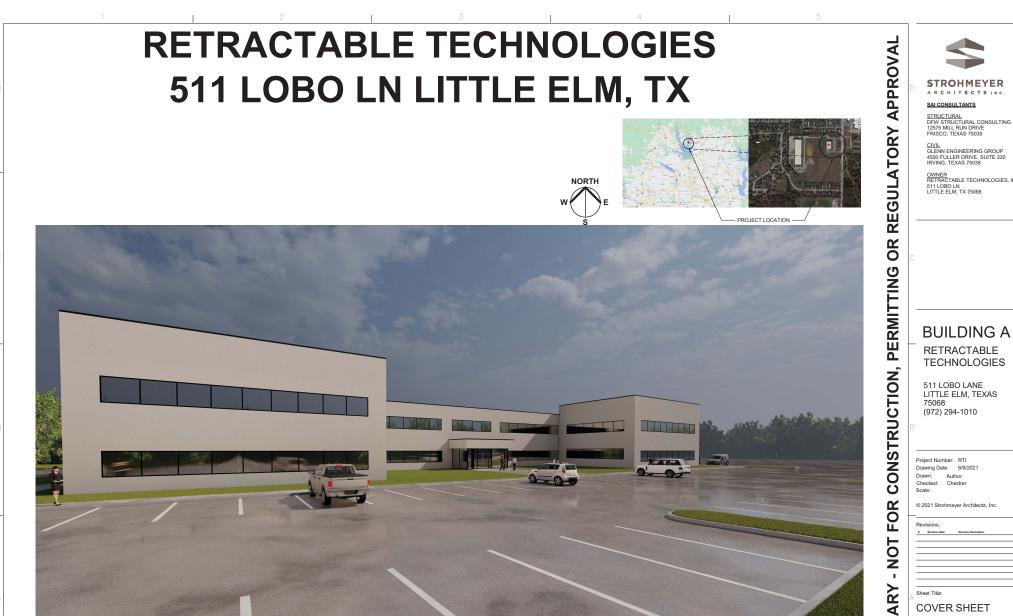
THENCE North 01 degrees 27 minutes 07 seconds East along the northerly line of said Lot 1, Block A, a distance of 8.77 feet to a 1/2 inch iron rod found for corner;

THENCE North 89 degrees 42 minutes 56 seconds East along the northerly line of said Lot 1, Block A, a distance of 580.43 feet to a 1/2 inch iron rod found for corner;

THENCE South 00 degrees 07 minutes 39 seconds East along the northerly line of said Lot 1, Block A, a distance of 5.00 feet to a 1/2 inch iron rod found for corner;

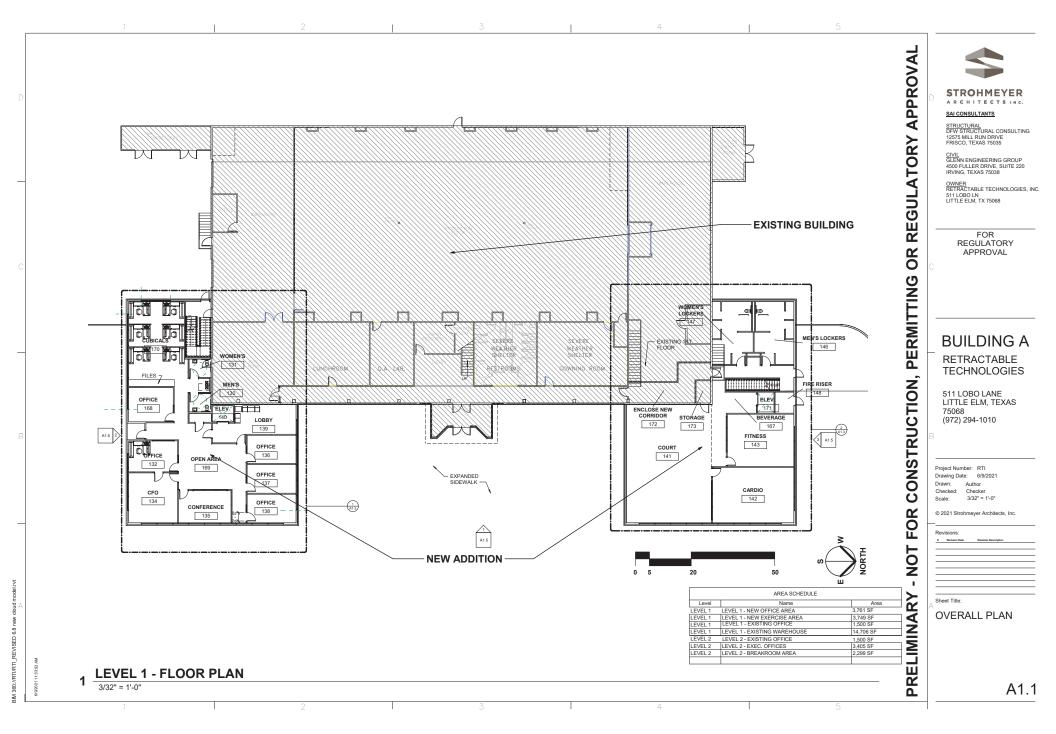
THENCE North 89 degrees 42 minutes 56 seconds East along the southerly line of said Lot 1, Block A, a distance of 499.99 feet to the POINT OF BEGINNING.

CONTAINING a computed area of 33.043 acres or 1,439,335 square feet of land, more or less.

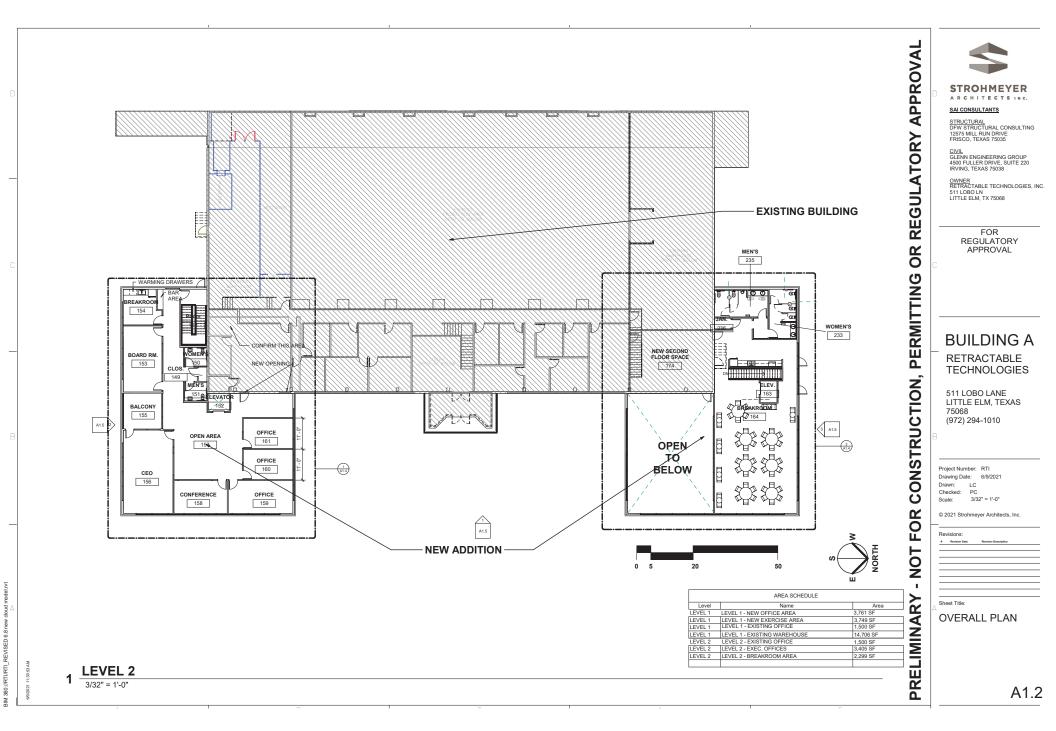


OWNER RETRACTABLE TECHNOLOGIES, INC

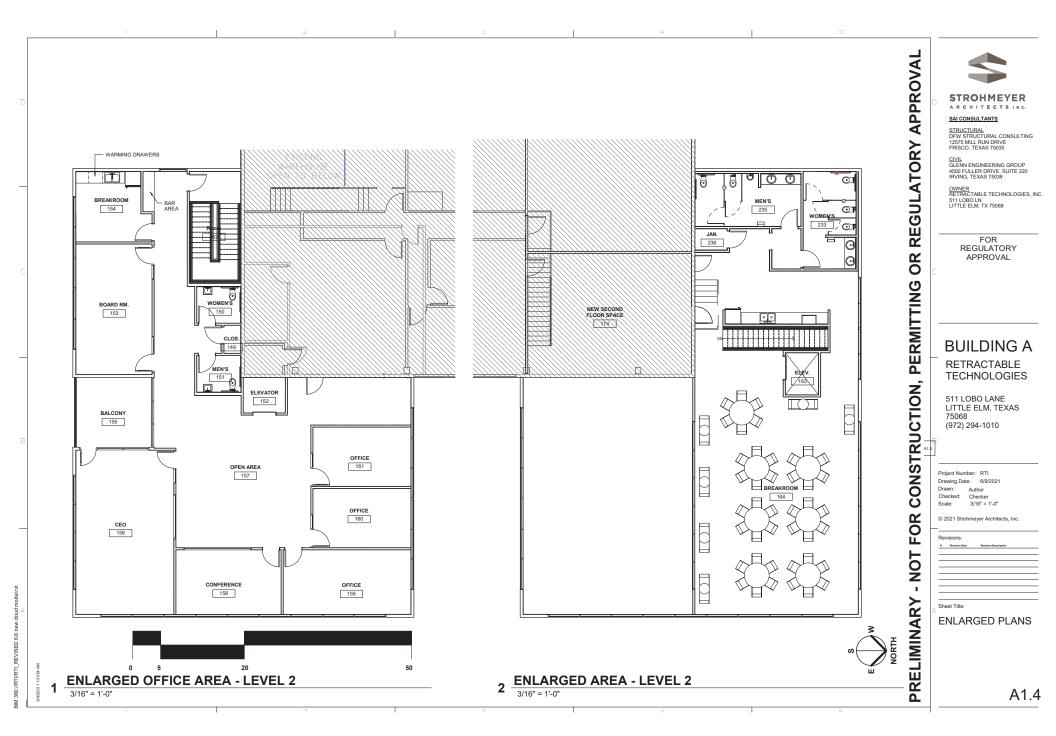
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Case No.21-PD-012/RTI PD

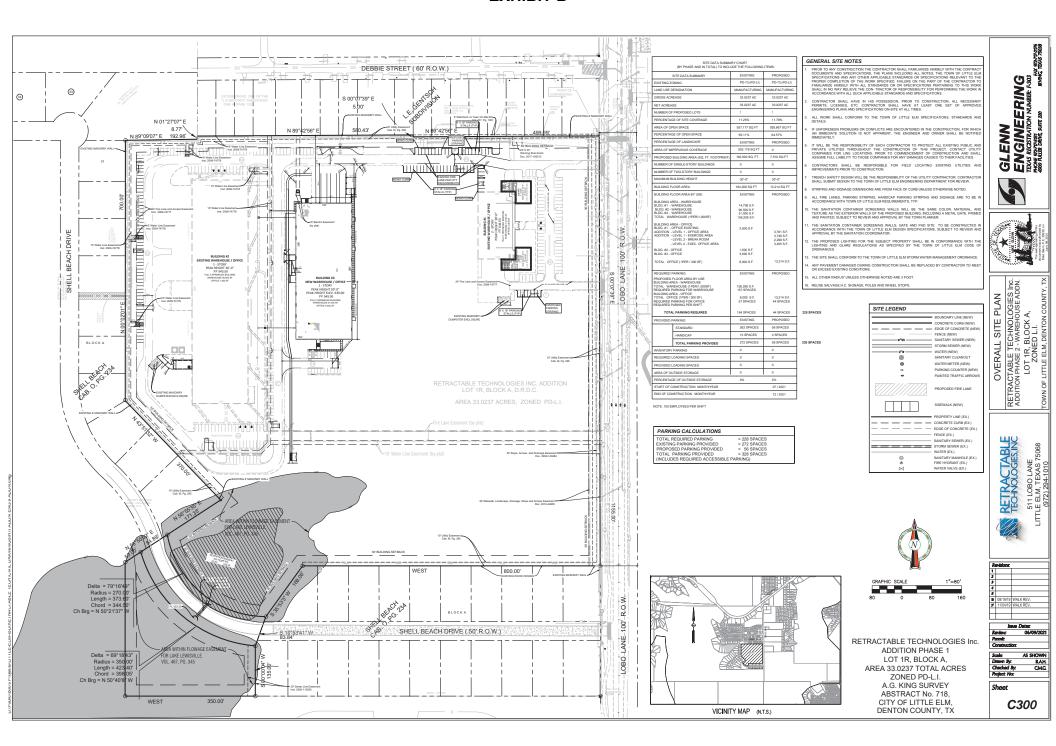


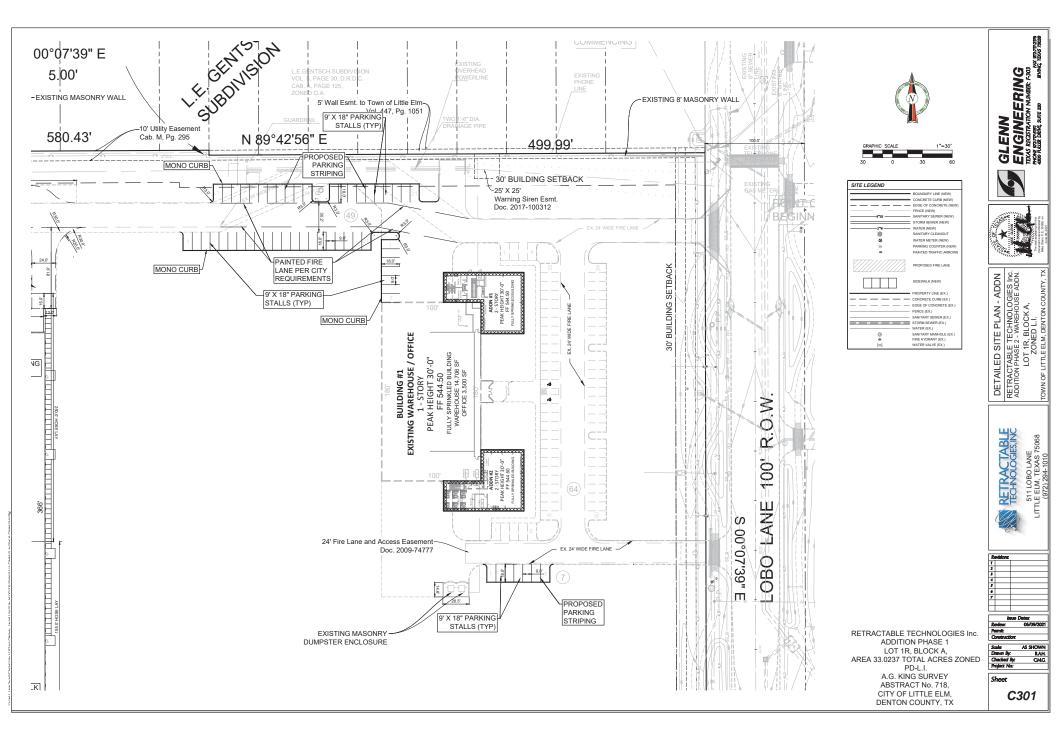


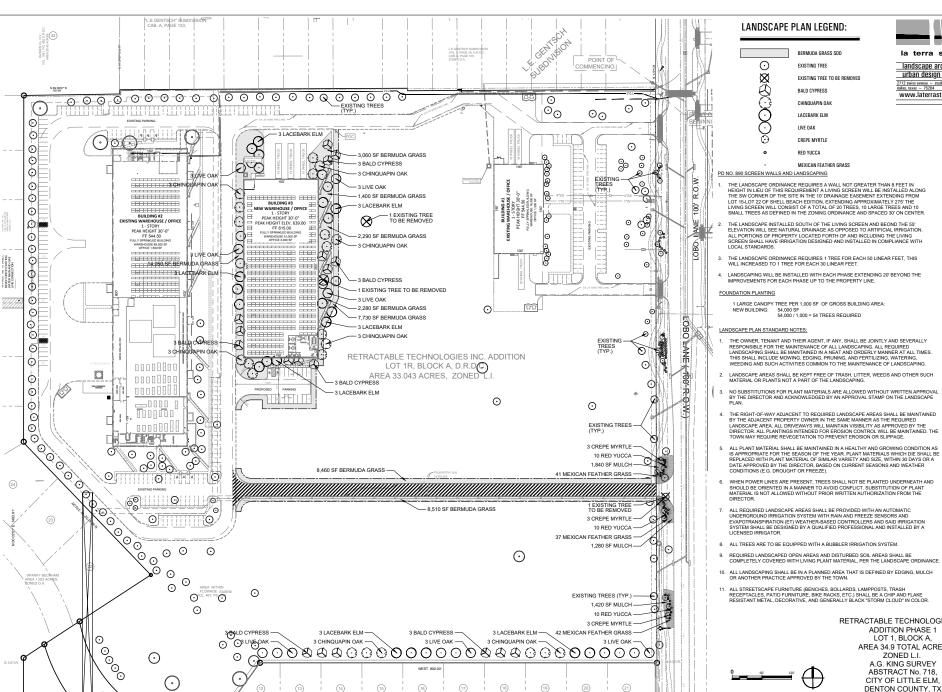


Case No.21-PD-012/RTI PD Ordinance No. 1617











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THE LANUSCAPE ORDINANCE REQUIRES A WALL FOR THE REPORT HE FEET HE FEET HE FEET HE FEET HE FEET HE FEET HE STEED HE FEET HE STEED HE FEET HE FE

- NO SUBSTITUTIONS FOR PLANT MATERIALS ARE ALLOWED WITHOUT WRITTEN APPROVAL BY THE DIRECTOR AND ACKNOWLEDGED BY AN APPROVAL STAMP ON THE LANDSCAPE
- 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
- SHOULD BE ORIENTED IN A MANNER TO AVOID CONFLICT. SUBSTITUTION OF PLANT MATERIAL IS NOT ALLOWED WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE DIRECTOR.

RETRACTABLE TECHNOLOGIES Inc. ADDITION PHASE 1 LOT 1, BLOCK A, AREA 34.9 TOTAL ACRES ZONED L L A.G. KING SURVEY ABSTRACT No. 718, CITY OF LITTLE ELM.

RETRACTABLE TECHNOLOGIES, INC 511 LOBO LANE LITTLE ELM, TEXAS 75068 (972) 294-1010

LOT 1, BLOCK A,
ZONED L.I.

Issue Dates: Review: 07/07/2020 Construction

Project No.: 20-07-23 Sheet



Date: 07/06/2021

Agenda Item #: 6. D.

Department: Development Services

Strategic Goal: Promote and expand Little Elm's identity

Staff Contact: Fred Gibbs, Director of Development Services

AGENDA ITEM:

Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1618 on a**Town-Initiated Request to Rezone Approximately 5.303 Acres of Land from Lakefront (LF) to
Planned Development-Lakefront District (PD-LF) to Allow for the Use of an Existing Religious
Facility with Modified Development Standards and Four Future Residential Lots,
Generally Located on the Northwest Corner of West Eldorado Parkway and Lakefront Drive,
within Little Elm's Town Limits.

Open Public Hearing: Receive Public Comments: Close Public Hearing: Take Action on Ordinance No. 1618:

DESCRIPTION:

Location.

The subject property is addressed as 101 West Eldorado Parkway, generally located on the northwest corner of West Eldorado Parkway and Lakefront Drive, within Little Elm's town limits.

Planning Analysis.

As the Town of Little Elm has evolved its ordinances throughout the years, instances of older structures not conforming to the Town's current requirements will become a reoccurring issue. While the goal is to remove and prevent nonconformities as sites develop/redevelop, in certain situations, existing site limitations may hinder the ability of an existing site to be brought into compliance with the Town's current standards.

The subject property is currently zoned as Lakefront (LF) zoning district and contains religious facilities for Button Methodist Church, inclusive of a church parsonage building, located on its own lot. Over the years, the parsonage has been used primarily to store scouting equipment for Boy Scouts of America, but the lot was recently sold off, to be used as a single family residence. The remainder of the church property currently sits across multiple lots and is undergoing a concurrent

platting request in order to unify the site by removing lot lines that run through the existing church structures, as well as creating four residential lots to the north of the existing church, along the King Street cul-de-sac.

The church is requesting to construct a 30'x55' metal storage shed in the rear of the property, which would be considered a nonconforming accessory structure, and a four-foot metal fence around the existing playground equipment, which exceeds the three-foot maximum fence allowance as outlined in the Town's Code of Ordinances. The proposed shed is proposed to be screened by a living screen and used as equipment storage for Pack 367, Trop 45, and Crew 45; all of which provide scouting opportunities within Little Elm. The religious facility was constructed in 1980, well before the establishment of the Town's Lakefront District. Presently, the structure and site are considered to be nonconforming because of requirements listed in Section 106.06, Site Development Standards, in the Code of Ordinances. Without the proposed rezoning, the subject property would not be allowed to make the above-mentioned improvements because such actions would be considered as expanding or intensifying the nonconformity of the site.

This request was previously heard by the Planning and Zoning Commission on February 18, 2021, where the Commission recommended approval of the proposed PD with the additional recommendation that the proposed accessory structure be designed to meet the architectural requirements as stated by Section 106.05.02.1.4 (Accessory Uses - Architectural Requirements). However, the request was subsequently denied by the Town Council on March 2, 2021 with the understanding that the church and staff would work together to mitigate any negative visual impact resulting from the proposed metal shed. At this time, the proposal includes a living screen as the form of mitigation and the church is once again requesting the Administration's consideration for approval.

Given the challenges and limitations of the existing site, a Planned Development (PD) district is being proposed in order to accommodate the longstanding church congregation to continue its operation on this site and to continue providing scouting opportunities throughout the community. The PD will remedy the existing nonconformity of this site by capturing what is currently on site, as well as the proposed site improvements, to be allowed by right. However, any additional improvements that expand beyond what is shown in the site exhibits, or is spelled out within this PD language, would require going back through the entitlement process to amend the PD and site plan. The site exhibits will constitute as the subject property site plan, landscape plan, and elevations.

This request will allow the construction of a metal storage shed with a living screen, and a four-foot metal fence around the existing playground equipment in order to accommodate an existing church operation to continue its work within the community.

This request aligns with the Comprehensive Plans objectives and goals listed in the Livability and Quality of Life sections. Specifically, "Protect, preserve, and enhance the elements that create a high quality of life such as the lake, the small-town character, and areas of high aesthetic value" and "Promote a sense of community and shared responsibility for maintaining Little Elm's character and quality of life". Additionally, as suggested by Council, the request now reflects a living screen in order to mitigate any off site visual nuisance that may be created by the proposed metal shed.

Commission Findings.

The Planning and Zoning Commission, meeting in regular session on June 3, 2021, voted to recommend approval of the request, with four votes in favor, two votes against, and one abstention.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

The Planning and Zoning Commission recommended approval of the request.

Attachments

Location Map
Ordinance Exhibits
Ordinance No. 1618





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

Date: 5/25/2021



Legend



Town Limits

Location Map

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

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

EXHIBIT A

LEGAL DESCRIPTION

WHEREAS, Button Memorial United Methodist Church, is the owner of multiple tracts of land situated in the State of Texas, County of Denton, and Town of Little Elm, being part of the R. Hensworth Survey, Abstract No. 577, being all of Button Memorial United Methodist Church properties as follows: a called 1.0786 acre tract as recorded under Inst No. 2008-81036, all of a called 1.500 acre tract as recorded under Inst No. 2001-88289, all of a Button tract recorded in Volume 657, Page 536, all of a Button tract recorded in Volume 509, Page 531 of the Deed Records of Denton County, Texas (henceforth D.R.D.C.T.), and all of Lots 1 and 2, Block C of Little Elm Townsite as recorded in Volume 2, Page 226 of the Plat Records of Denton County, Texas (henceforth P.R.D.C.T.), with said premises being more particularly described as follows:

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

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

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

THENCE with the west line of Button 1.0786 acre tract, Button tract 1.500 acre tract, and the east line of Lots 5 through 10 of said Addition as follows: North 00"06'49" West (Source Bearing), passing at 174.19 feet a 5/8" iron rod found marking the northeast corner of Lot 6, and the southeast corner of Lot 7 of said Addition; passing at 273.81 feet a 16" iron rod found marking the northeast corner of Lot 7, and the southeast corner of Lot 8; passing at 374.51 feet to the northeast corner of Lot 8, and the southeast corner of Lot 9; and continuing for a total distance of 573.92 feet to a 5/8" iron rod found marking the northwest corner of said premises, the northwest corner of Button tract 1.500 acre tract, and the southwest corner of a called 1.10 acre tract as recorded under Inst No. 97-77547 of the D.R.D.C.T.;

THENCE with the northerly most north line of said premises, the north line of Button 1.500 acre tract, and the south line of said 1. 10 acre tract, North 89"53'14" East, 140.46 feet to a Roome capped iron rod set in the west right-of-way line of King Lane (50' right-of-way) from which a 16" iron rod found marking the southeast corner of said 1.10 acre tract bears North 89"53'14" East, 19.64 feet;

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

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

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

THENCE departing said right-of-way, North 89"34'51" East with a common line between Lots 14 and 15 a distance of 128. 17 feet to a Roome capped iron rod set marking the northeast corner of Lot 15, the southeast corner of Lot 14, and being in the west line of Lot 6, Block C, Little Elm Town site as recorded in Vol. 2, Pg. 226 of the P.R.D.C. T., same corner being the easterly most northeast corner of said premises;

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

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

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

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

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

REGULATIONS AND CONDITIONS

SECTION 1: PLANNED DEVELOPMENT DISTRICT REGULATIONS

A. Purpose

The regulations set forth in this Exhibit provide development standards for existing and future development within this Planned Development – Lakefront (PD-LF) District identified by metes and bounds on Exhibit A and as depicted on Exhibit C. Any use not authorized herein is expressly prohibited in this Planned Development – Lakefront (PD-LF) District.

B. Base District

If a change to the Concept Plan, if any, is requested, the request shall be processed in accordance with the development standards in effect at the time the change is requested for the proposed development.

SECTION 2: USES AND AREA REGULATIONS

A. Purpose

This Planned Development – Lakefront (PD-LF) District is intended to provide for the existing structures, proposed accessory structure, and a four-foot metal fence around the existing playground equipment all associated with the religious facility on site. This PD-LF also establishes four single-family residential lots along King Street, intended for potential future development.

B. Permitted Uses and Use Regulations

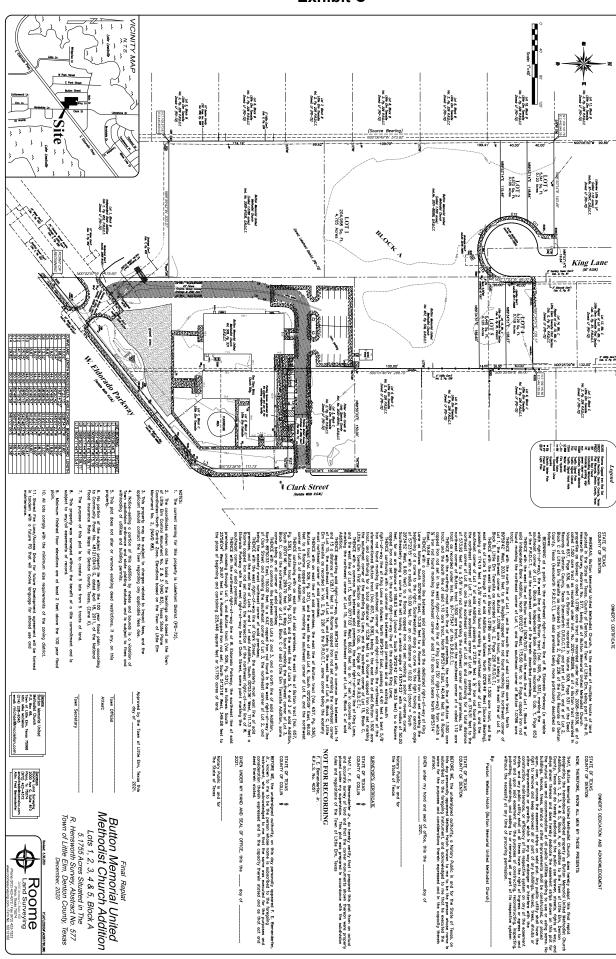
The permitted uses and standards shall be in accordance with the Lakefront (LF) zoning district, unless otherwise specified herein:

- Existing Use & Conditions the existing religious facility and associated site improvements are permitted in their current condition. Any potential future expansion shall be subject to Section 106.05.05 (Nonconforming Uses and Structures) and other associated regulations of the Zoning Ordinance (i.e. standards associated with landscaping and parking), and will require an amendment to the Concept Plan as approved by this PD-LF ordinance.
- 2. Lakefront District Waivers of Design Standards the existing development within this Planned Development, unless noted otherwise, are exempt from

having to obtain approval via major waiver for the following items:

- a. Required retail construction development within this Planned Development is exempt from this requirement.
- b. Block Face development within this Planned Development are exempt from this requirement.
- Accessory Structures existing accessory structures are permitted to remain.
 Proposed accessory structures shall adhere to the regulations and standards associated with Section 106.05.02.1 (Accessory Uses) of the Zoning Ordinance. Additionally, a Development Agreement shall be formed to be considered and executed by Town Council for proposed accessory structures.
- 4. Screening a living screen shall be provided around the proposed metal shed in accordance with Section 106.06.31 (Screening) of the Zoning Ordinance.
- 5. Potential Future Residential Proposed future residential along King Street shall follow the regulations, process, and standards associated with Section 106.04.06 (lakefront Residential Overlay District) of the Zoning Ordinance.

Exhibit C







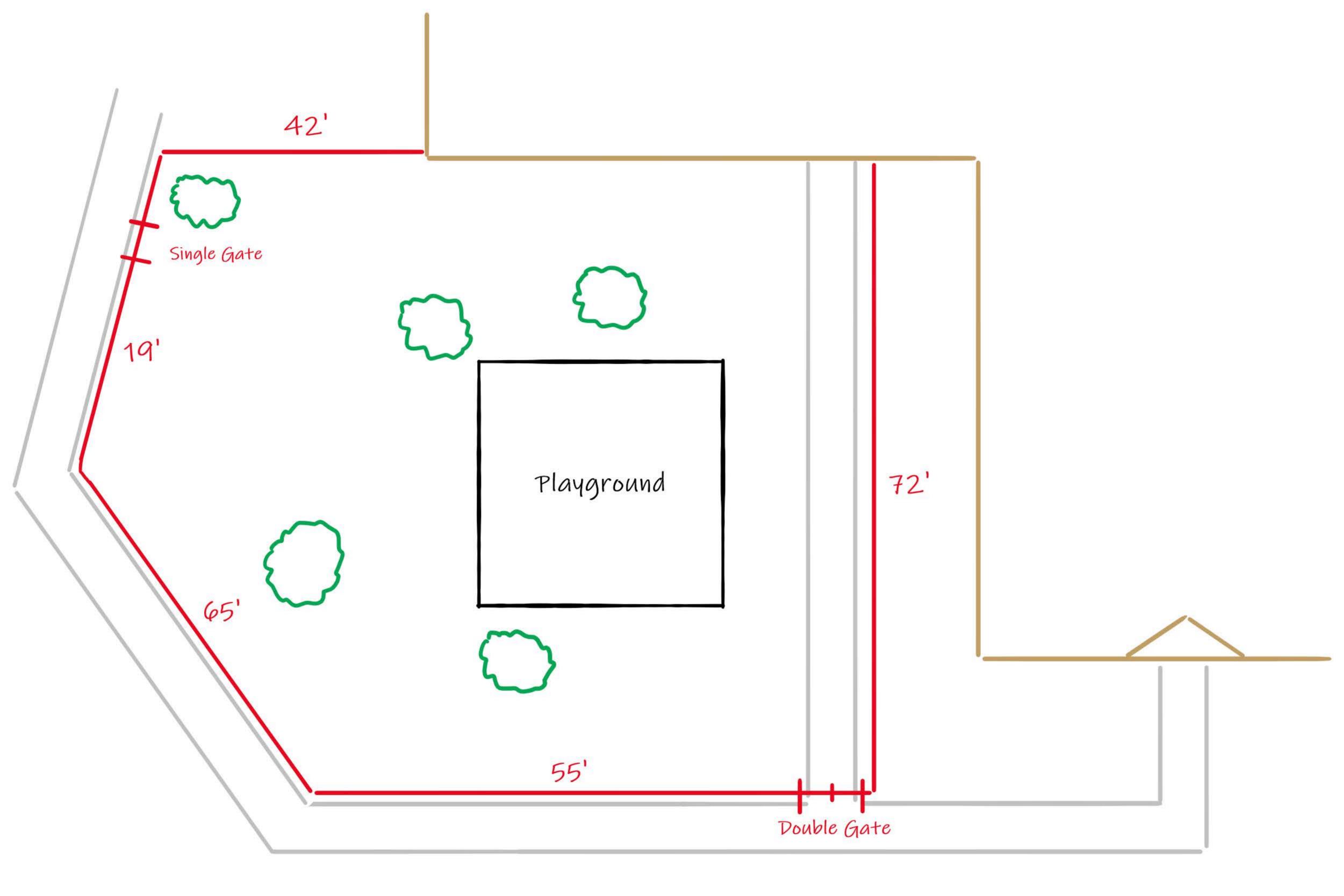


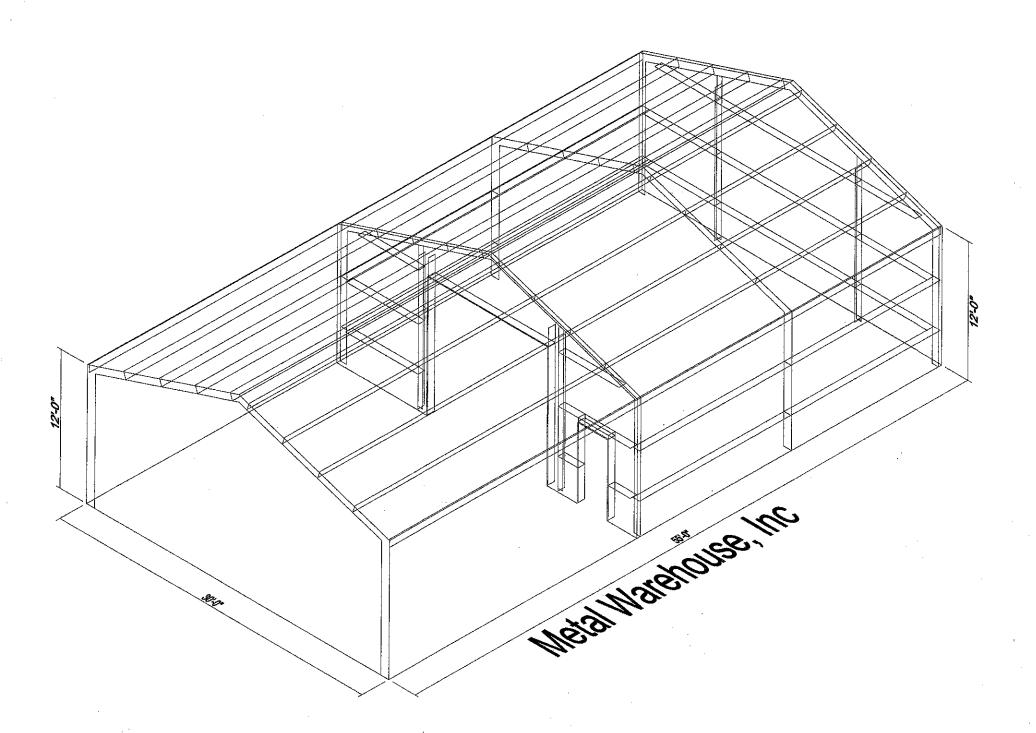


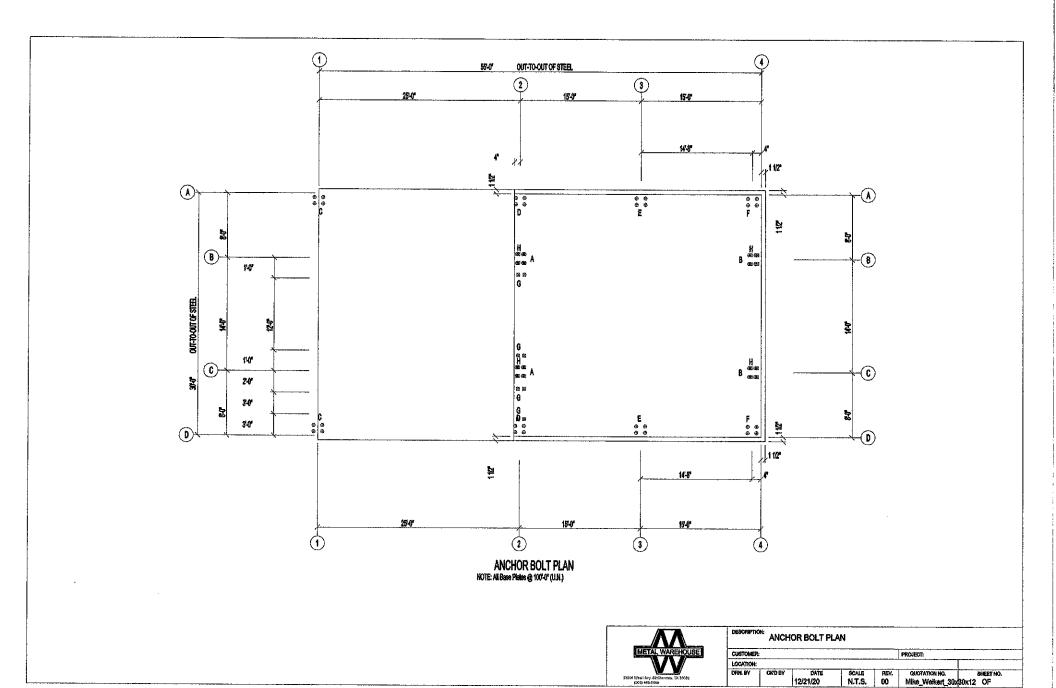


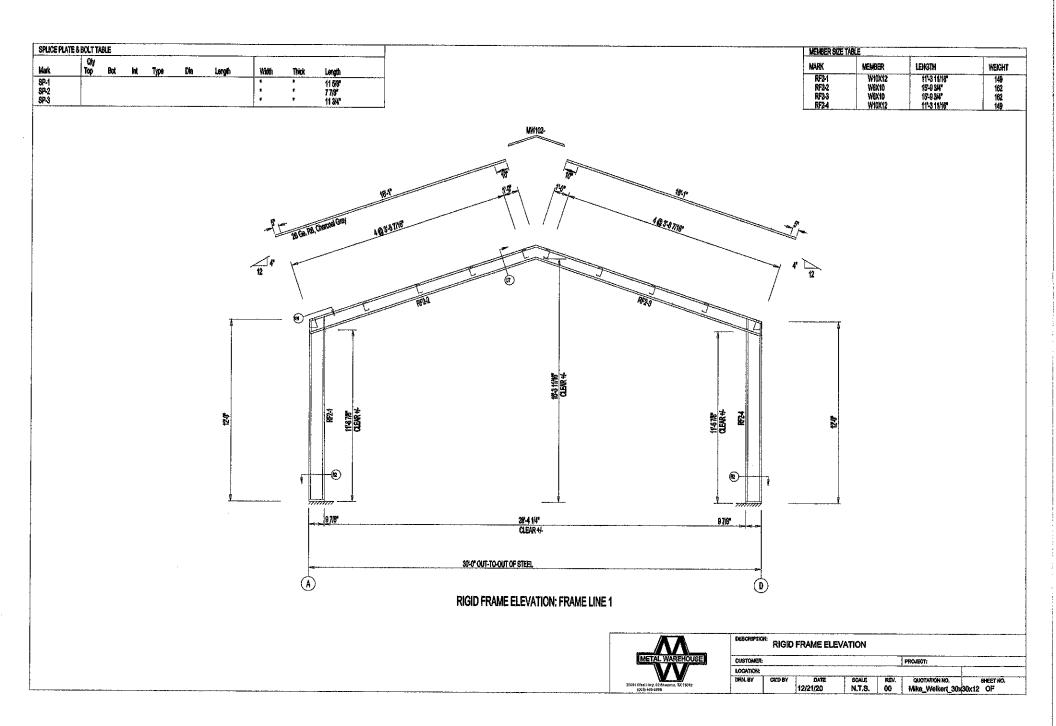










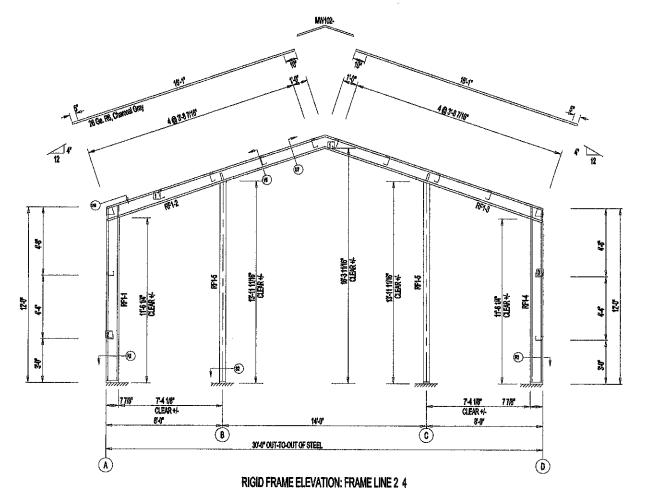


SPLICE PLATE & BOLT TABLE							CAP PLATE I	CAP PLATE BOLTS						
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8P-1 8P-2 8P-3							:	; ; ;	9 1/2* 7 7/8" 9 3/4"	RF1-5	4	A325	0.000	0,50

MEMBER SIZE TABLE					
MARK	MEMBER	LENGTH	WEIGHT		
RF1-1	W8X10	11'-3 11/16"	128		
RF1-2	W8X10	16-93/4"	165		
RF1-3	W8X10	15'-9 3/4"	166		
RF1-4	Waxio	11'-3 11/16"	128		
RF1-5	W8X13	14-03/8	192		

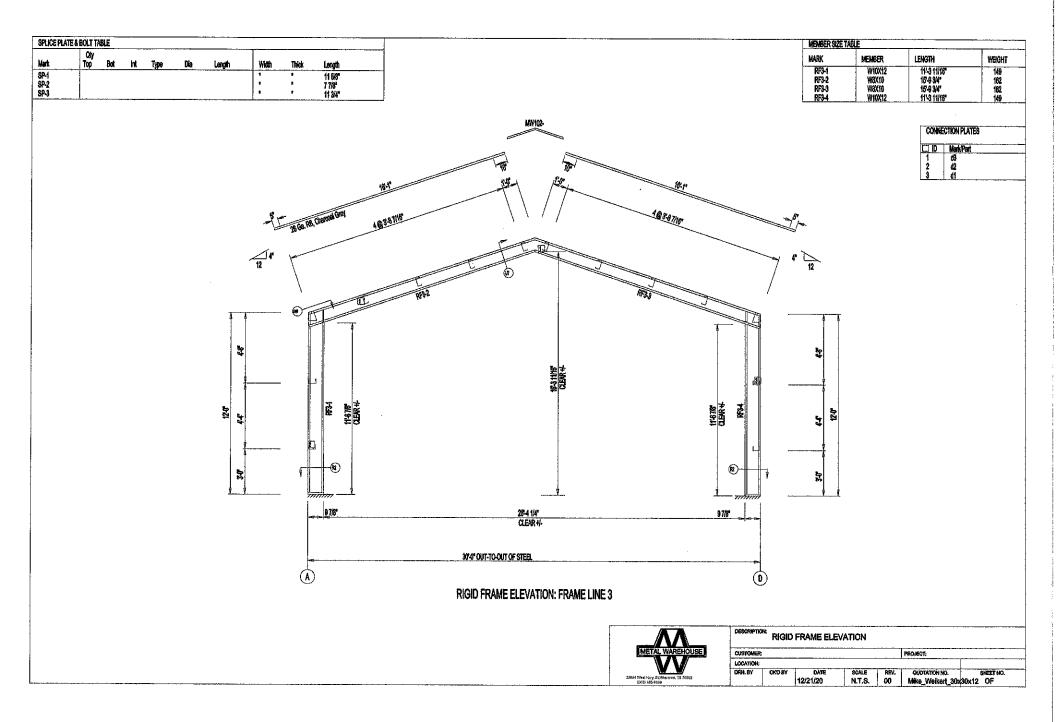
CONNECTION PLATES

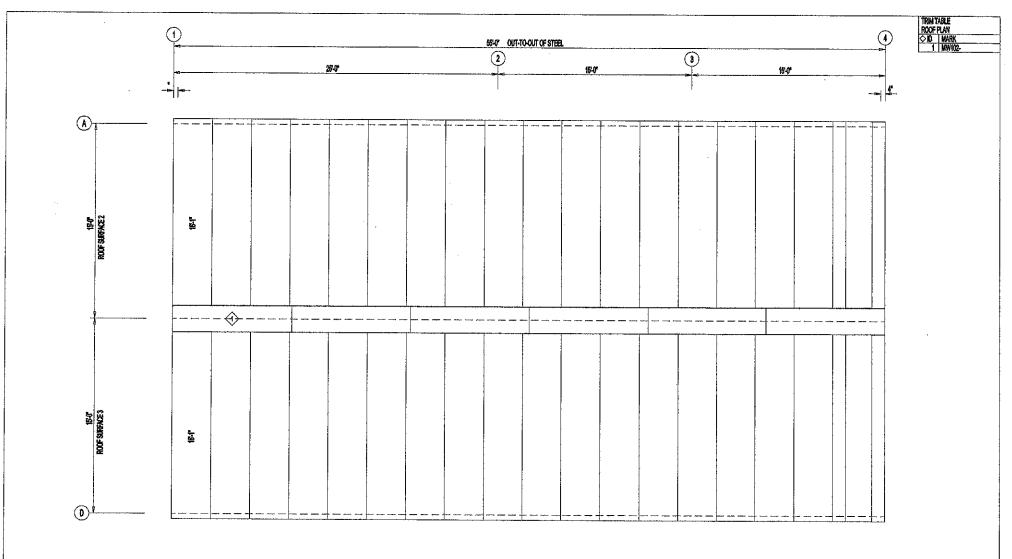
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1 d3
2 d2
3 d1



2364 West blay 22 Persona 12 7 7 5022 (2013 46 + 302)

DESCRIPTION	RIGID	FRAME ELE	VATION			
CUSTOMER	:	• • • • • • • • • • • • • • • • • • • •			PROJECT:	
LOCATION:						
ORN. BY	CKDBY	12/21/20	SCALE N.T.S.	REV. 00	QUOTATION NO. Mike_Weikert_30x	SHEET NO. 30x12 OF



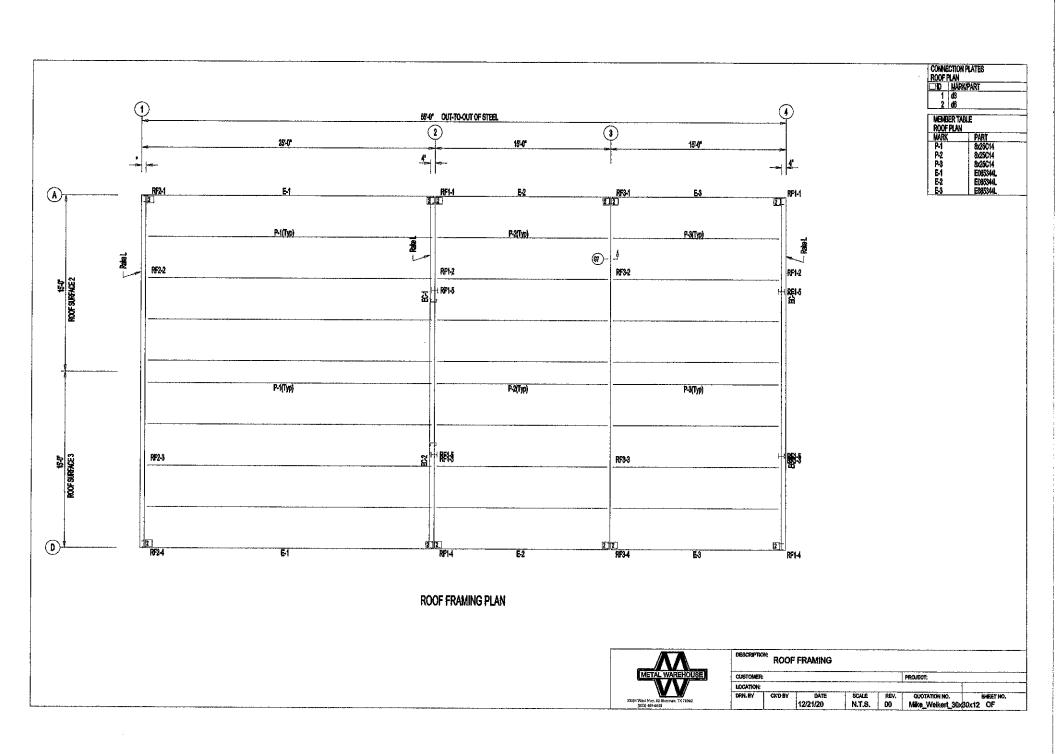


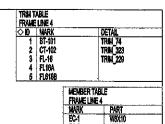
ROOF SHEETING PLAN

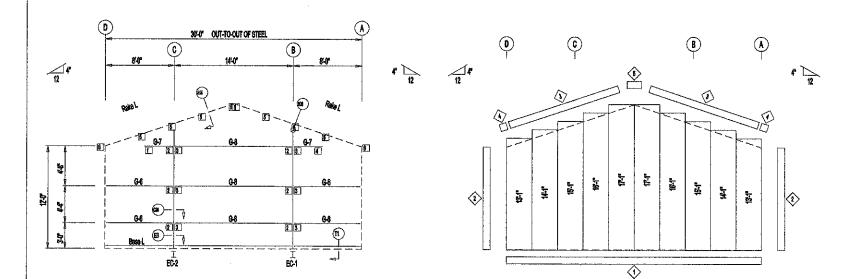
PANELS: 26 Ga. R6 - Charcoal Gray



DESCRIPTION: ROOF SHEETING						
CUSTOMER					PROJECT:	
LOCATION:						
DRN. BY	CKO BY	DATE 12/21/20	N.T.S.	REV.	QUOTATION NO. Mike_Welkert_30x	SHEET NO. 30x12 OF







ENDWALL FRAMING: FRAME LINE 4

MENBER TABLE
FRANK LINE 4

MARK PART
EC-1 W83/10
EC-2 W83/10
G-6 8:20/C14
G-7 6:22/C14
G-8 6:22/C14

CONNECTION PLATES
FRANK LINE 4

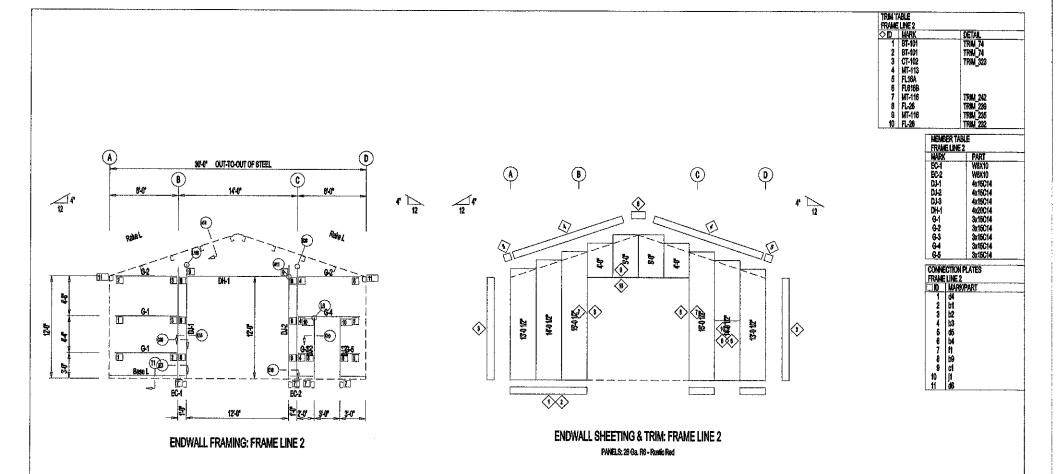
D 1 MARK/PART
1 1 M5
2 16
5 d3
6 d6

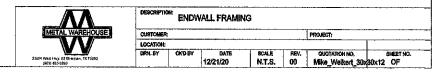
ENDWALL SHEETING & TRIM: FRAME LINE 4

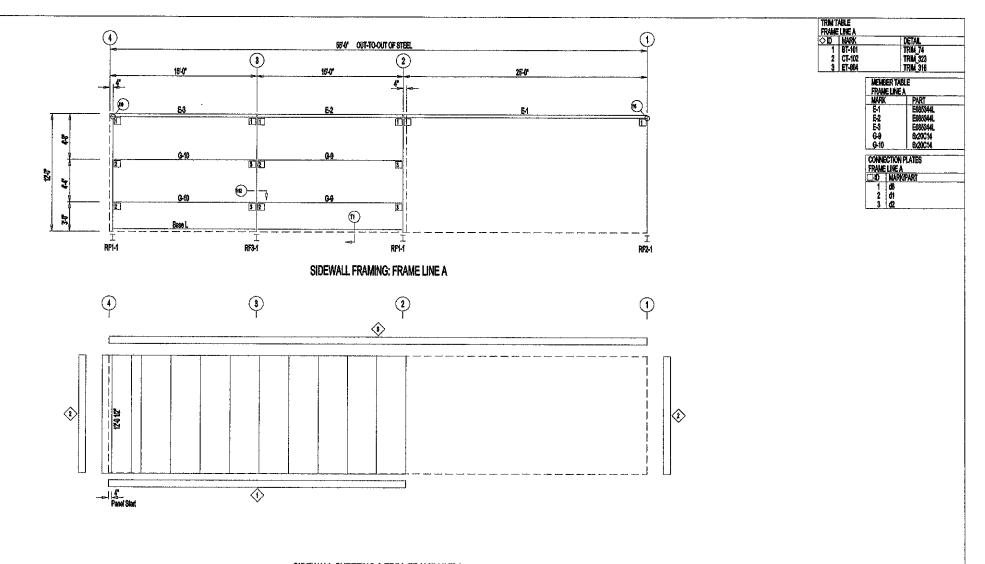
PANELS: 26 Ge. R6 - Rustic Red



DESCRIPTION	× ENDV	VALL FRAMIN	IG			
CUSTOMER	;				PROJECT:	
LOCATION:						
DRN. BY	CKDSY	12/21/20	SCALE N,T,S.	REV. 00	QUOTATION NO. Mike_Welkert_30x	SHEET NO. 30x12 OF



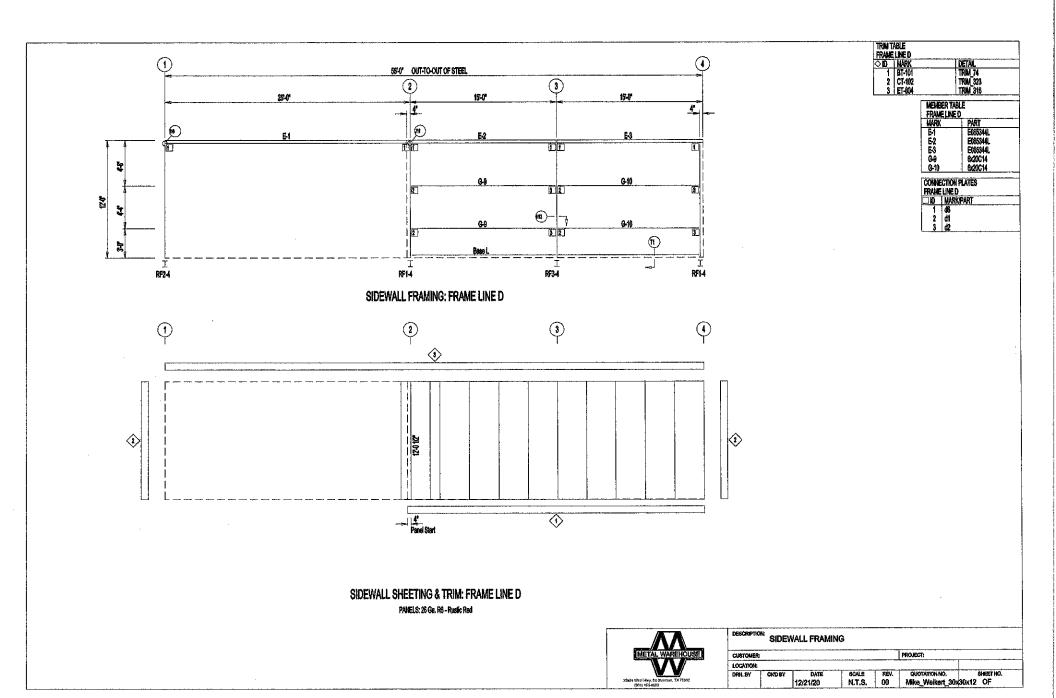




SIDEWALL SHEETING & TRIM: FRAME LINE A PANELS: 26 Ga. R8 - Rustic Red



DESCRIPTIO	N: SIDE	VALL FRAMI	NG			, , , , , , , , , , , , , , , , , , ,
CUSTOMER				-	PROJECT:	
LOCATION;						
ORN. BY	OKD BY	DATE	BCALE	REV.	QUOTATION NO.	SHEET NO.
		12/21/20	N.T.S.	00	Mike_Weikert_30x	30x12 OF





TOWN OF LITTLE ELM ORDINANCE NO. 1618

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING THE ZONING CALISSIFICATION FROM LAKEFRONT DISTRICT (LF) TO A PLANNED DEVELOPMENT - LAKEFRONT (PD-LF) DISTRICT IN ORDER TO ALLOW AN EXISTING RELIGIOUS FACILITY WITH MODIFIED DEVELOPMENT STANDARDS. DESIGNATE FOUR FUTURE RESIDENTIAL LOTS. AND APPROVE A CONCEPT PLAN ON APPROXIMATELY 5.303 ACRES OF LAND LEGALLY DESCRIBED AS LOTS 1, 2, 3, 4, AND 5, BLOCK A, BUTTON MEMORIAL UNITED METHODIST CHURCH ADDITION. GENERALLY LOCATED AT THE NORTHWEST CORNER OF WEST ELDORADO PARKWAY AND LAKEFRONT DRIVE; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN **EFFECTIVE DATE.**

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

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

WHEREAS, a request for a Planned Development-Lakefront District (PD-LF) with an existing religious facility with modified development standards and four future residential lots has been initiated by the Town on approximately 5.303 acres of land currently zoned Lakefront District (LF), more specifically described on the exhibits, attached hereto; and

WHEREAS, this zoning change is accordance with the most current adopted Comprehensive Plan of the Town of Little Elm; and

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

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

WHEREAS, at its regular meeting held on June 3, 2021 the Planning & Zoning Commission considered and made recommendations on a request for a Planned Development-Lakefront District (PD-LF) (Case No.21-PD-002); and

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

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

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

SECTION 2. ZONING AMENDMENT That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by issuing a Planned Development-Lakefront District (PD-LF) to allow an existing religious facility with modified development standards and four future residential lots generally located at the northwest corner of Eldorado Parkway and Lakefront Drive, within Little Elm Town limits, an approximately 5.303 acre tract of land more particularly described as **Exhibit A**, and attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

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

a) The Zoning and Land Use Regulations, and all conditions set forth in Exhibit B attached hereto and made a part hereof for all purposes shall be adhered to in their entirety for the purposes of this Planned Development-Lakefront District (PD-LF). In the event of conflict between the provisions of Exhibit B and provisions of any other exhibit, the provisions of Exhibit B control.

SECTION 4. PLANNED DEVELOPMENT MASTER PLAN The Concept Plan Exhibit

and related plans and documents approved and described as **Exhibit C** attached hereto and made a part hereof are approved. The subject property shall be improved in accordance with the plans set forth in **Exhibit C**.

- a) If, after two years from the date of approval of the Planned Development Master Plan, no substantial development progress has been made within the PD, then the Planned Development Master Plan shall expire. If the Planned Development Master Plan expires, a new Planned Development Master Plan must be submitted and approved according to the procedures within the Zoning Ordinance, Planned Development Districts. An extension of the two year expiration shall be granted if a development Application for the PD has been submitted and is undergoing the development review process or if the Director of Development Services determines development progress is occurring.
- b) The Planned Development Master Plan shall control the use and development of the property, and all building permits and development requests shall be in accordance with the plan until it is amended by the City Council.
- c) If a change to the Concept Plan, if any, is requested, the request shall be processed in accordance with the development standards in effect at the time the change is requested for the proposed development.

SECTION 5. SAVINGS. This Ordinance shall be cumulative of all other ordinances of the Town, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are indirect conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

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

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

SECTION 7. SEVERABILITY. The sections, paragraphs, sentences, phrases, and words of this Ordinance are severable, and if any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid or unconstitutional, the adjudication shall

not affect any other section or provision of this ordinance or the application of any other section or provision to any person, firm, corporation, situation or circumstance, nor shall adjudication affect any other section or provision of the Comprehensive Zoning Ordinance of the Town of Little Elm, Texas, and the Town Council hereby declares that it would have adopted the valid portions and applications of the ordinance without the valid parts and to this end the provisions of this ordinance shall remain in full force and effect.

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

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

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 6th day of July, 2021.

	Town of Little Elm, Texas
	Curtis Cornelious, Mayor
	Curtis Comelious, Mayor
ATTEST:	
Caitlan Biggs, Town Secretary	



Date: 07/06/2021

Agenda Item #: 6. E.

Department: Development Services

Strategic Goal: Promote and expand Little Elm's identity

Staff Contact: Fred Gibbs, Director of Development Services

AGENDA ITEM:

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

DESCRIPTION:

The attached agreement is to solidify the Planned Development and the intended design of the proposed accessory structure, living screen, and four-foot fence as outlined in the associated planned development for Button Church.

BUDGET IMPACT:

There is no budget impact associated with this item.

RECOMMENDED ACTION:

Staff recommends Council to consider and execute the attached agreement.

Attachments

Development Agreement - Button Methodist Church

STATE OF TEXAS	§	DEVELOPMENT AGREEMENT
	§	FOR BUTTON MEMORIAL UNITED
COUNTY OF DENTON	§	METHODIST CHURCH

This Development Agreement for Button Methodist Church PD ("<u>Agreement</u>") is entered into between the Church ("<u>Developer</u>"), whose address for purposes of this Agreement is 101 W Eldorado Parkway, Little Elm, Texas, and the Town of Little Elm, Texas ("<u>Town</u>"), 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 "<u>Parties</u>" and individually as a "<u>Party</u>."

Recitals:

- 1. Developer is the owner of 5.303 acres located at the northwest corner of West Eldorado Parkway and Lakefront Drive in the Town of Little Elm, Texas (the "<u>Property</u>"), which Property is more particularly described in <u>Exhibit A</u> 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.** <u>Incorporation of Premises</u>. 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 ("<u>Effective Date</u>"). 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 ("<u>Term</u>").

Section 3. Agreements. The Parties agree as follows:

A. The negotiated and agreed upon zoning and development standards contained in the Button Methodist Church PD Ordinance, attached hereto as **Exhibit B**, 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. <u>Miscellaneous</u>.

A. <u>Applicability of Town Ordinances</u>. 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.** <u>Default/Mediation</u>. 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.** <u>Venue</u>. 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.** <u>Severability</u>. 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.** <u>Applicable Laws</u>. 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.** <u>Amendments</u>. This Agreement may be only amended or altered by written instrument signed by the Parties.
- **L.** <u>Headings</u>. 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.** <u>Filing in Deed Records</u>. 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.** <u>Sovereign Immunity</u>. 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.** <u>Waiver of Texas Government Code § 3000.001 et seq.</u> 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.
- **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	TOWN OF LITTLE ELM, TEXAS
Ву:	By: Matt Mueller Town Manager
Date:	Date:
	ATTEST:
	By:
	Caitlan Biggs
	Town Secretary

STATE OF TEXAS	§ §	
COUNTY OF DENTON		
personally appeared MATT known to me to be the pe	MUELLER, To erson whose nan	ty, on this day of, 2021, own Manager of the Town of Little Elm, Texas, ne is subscribed to the foregoing instrument and same for the purposes and consideration therein
[Seal]		By:
		Notary Public, State of Texas
		My Commission Expires:
STATE OF TEXAS	§ §	
COUNTY OF	§	
personally appearedsubscribed to the foregoing	instrument and a	ty, on this day of, 2021,, known to me to be the person whose name is acknowledged to me that he executed the same for ressed and in the capacity of a duly authorized
[Seal]		By:Notary Public, State of Texas
		My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION

WHEREAS, Button Memorial United Methodist Church, is the owner of multiple tracts of land situated in the State of Texas, County of Denton, and Town of Little Elm, being part of the R. Hensworth Survey, Abstract No. 577, being all of Button Memorial United Methodist Church properties as follows: a called 1.0786 acre tract as recorded under Inst No. 2008-81036, all of a called 1.500 acre tract as recorded under Inst No. 2001-88289, all of a Button tract recorded in Volume 657, Page 536, all of a Button tract recorded in Volume 509, Page 531 of the Deed Records of Denton County, Texas (henceforth D.R.D.C.T.), and all of Lots 1 and 2, Block C of Little Elm Townsite as recorded in Volume 2, Page 226 of the Plat Records of Denton County, Texas (henceforth P.R.D.C.T.), with said premises being more particularly described as follows:

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

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

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

THENCE with the west line of Button 1.0786 acre tract, Button tract 1.500 acre tract, and the east line of Lots 5 through 10 of said Addition as follows: North 00"06'49" West (Source Bearing), passing at 174.19 feet a 5/8" iron rod found marking the northeast corner of Lot 6, and the southeast corner of Lot 7 of said Addition; passing at 273.81 feet a 16" iron rod found marking the northeast corner of Lot 7, and the southeast corner of Lot 8; passing at 374.51 feet to the northeast corner of Lot 8, and the southeast corner of Lot 9; and continuing for a total distance of 573.92 feet to a 5/8" iron rod found marking the northwest corner of said premises, the northwest corner of Button tract 1.500 acre tract, and the southwest corner of a called 1.10 acre tract as recorded under Inst No. 97-77547 of the D.R.D.C.T.;

THENCE with the northerly most north line of said premises, the north line of Button 1.500 acre tract, and the south line of said 1. 10 acre tract, North 89"53'14" East, 140.46 feet to a Roome capped iron rod set in the west right-of-way line of King Lane (50' right-of-way) from which a 16" iron rod found marking the southeast corner of said 1.10 acre tract bears North 89"53'14" East, 19.64 feet;

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

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

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

THENCE departing said right-of-way, North 89"34'51" East with a common line between Lots 14 and 15 a distance of 128. 17 feet to a Roome capped iron rod set marking the northeast corner of Lot 15, the southeast corner of Lot 14, and being in the west line of Lot 6, Block C, Little Elm Town site as recorded in Vol. 2, Pg. 226 of the P.R.D.C. T., same corner being the easterly most northeast corner of said premises;

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

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

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

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

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

EXHIBIT B

TOWN OF LITTLE ELM ORDINANCE NO. 1618

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING THE ZONING CALISSIFICATION FROM LAKEFRONT DISTRICT (LF) TO A PLANNED DEVELOPMENT - LAKEFRONT (PD-LF) DISTRICT IN ORDER TO ALLOW AN EXISTING RELIGIOUS **FACILITY WITH** MODIFIED DEVELOPMENT STANDARDS. DESIGNATE FOUR FUTURE RESIDENTIAL LOTS. AND APPROVE A CONCEPT PLAN ON APPROXIMATELY 5.303 ACRES OF LAND LEGALLY DESCRIBED AS LOTS 1, 2, 3, 4, AND 5, BLOCK A, BUTTON MEMORIAL UNITED METHODIST CHURCH ADDITION, GENERALLY LOCATED AT THE NORTHWEST CORNER OF WEST ELDORADO PARKWAY AND LAKEFRONT DRIVE; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN **EFFECTIVE DATE.**

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

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

WHEREAS, a request for a Planned Development-Lakefront District (PD-LF) with an existing religious facility with modified development standards and four future residential lots has been initiated by the Town on approximately 5.303 acres of land currently zoned Lakefront District (LF), more specifically described on the exhibits, attached hereto; and

WHEREAS, this zoning change is accordance with the most current adopted Comprehensive Plan of the Town of Little Elm; and

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

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

WHEREAS, at its regular meeting held on June 3, 2021 the Planning & Zoning Commission considered and made recommendations on a request for a Planned Development-Lakefront District (PD-LF) (Case No.21-PD-002); and

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

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

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

SECTION 2. ZONING AMENDMENT That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by issuing a Planned Development-Lakefront District (PD-LF) to allow an existing religious facility with modified development standards and four future residential lots generally located at the northwest corner of Eldorado Parkway and Lakefront Drive, within Little Elm Town limits, an approximately 5.303 acre tract of land more particularly described as **Exhibit A**, and attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

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

a) The Zoning and Land Use Regulations, and all conditions set forth in Exhibit B attached hereto and made a part hereof for all purposes shall be adhered to in their entirety for the purposes of this Planned Development-Lakefront District (PD-LF). In the event of conflict between the provisions of Exhibit B and provisions of any other exhibit, the provisions of Exhibit B control.

SECTION 4. PLANNED DEVELOPMENT MASTER PLAN The Concept Plan Exhibit

and related plans and documents approved and described as **Exhibit C** attached hereto and made a part hereof are approved. The subject property shall be improved in accordance with the plans set forth in **Exhibit C**.

- a) If, after two years from the date of approval of the Planned Development Master Plan, no substantial development progress has been made within the PD, then the Planned Development Master Plan shall expire. If the Planned Development Master Plan expires, a new Planned Development Master Plan must be submitted and approved according to the procedures within the Zoning Ordinance, Planned Development Districts. An extension of the two year expiration shall be granted if a development Application for the PD has been submitted and is undergoing the development review process or if the Director of Development Services determines development progress is occurring.
- b) The Planned Development Master Plan shall control the use and development of the property, and all building permits and development requests shall be in accordance with the plan until it is amended by the City Council.
- c) If a change to the Concept Plan, if any, is requested, the request shall be processed in accordance with the development standards in effect at the time the change is requested for the proposed development.

SECTION 5. SAVINGS. This Ordinance shall be cumulative of all other ordinances of the Town, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are indirect conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

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

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

SECTION 7. SEVERABILITY. The sections, paragraphs, sentences, phrases, and words of this Ordinance are severable, and if any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid or unconstitutional, the adjudication shall

not affect any other section or provision of this ordinance or the application of any other section or provision to any person, firm, corporation, situation or circumstance, nor shall adjudication affect any other section or provision of the Comprehensive Zoning Ordinance of the Town of Little Elm, Texas, and the Town Council hereby declares that it would have adopted the valid portions and applications of the ordinance without the valid parts and to this end the provisions of this ordinance shall remain in full force and effect.

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

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

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 6th day of July, 2021.

	Town of Little Elm, Texas	
	Curtis Cornelious, Mayor	
ATTEST:		
Caitlan Biggs Town Secretary		

EXHIBIT A

LEGAL DESCRIPTION

WHEREAS, Button Memorial United Methodist Church, is the owner of multiple tracts of land situated in the State of Texas, County of Denton, and Town of Little Elm, being part of the R. Hensworth Survey, Abstract No. 577, being all of Button Memorial United Methodist Church properties as follows: a called 1.0786 acre tract as recorded under Inst No. 2008-81036, all of a called 1.500 acre tract as recorded under Inst No. 2001-88289, all of a Button tract recorded in Volume 657, Page 536, all of a Button tract recorded in Volume 509, Page 531 of the Deed Records of Denton County, Texas (henceforth D.R.D.C.T.), and all of Lots 1 and 2, Block C of Little Elm Townsite as recorded in Volume 2, Page 226 of the Plat Records of Denton County, Texas (henceforth P.R.D.C.T.), with said premises being more particularly described as follows:

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

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

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

THENCE with the west line of Button 1.0786 acre tract, Button tract 1.500 acre tract, and the east line of Lots 5 through 10 of said Addition as follows: North 00"06'49" West (Source Bearing), passing at 174.19 feet a 5/8" iron rod found marking the northeast corner of Lot 6, and the southeast corner of Lot 7 of said Addition; passing at 273.81 feet a 16" iron rod found marking the northeast corner of Lot 7, and the southeast corner of Lot 8; passing at 374.51 feet to the northeast corner of Lot 8, and the southeast corner of Lot 9; and continuing for a total distance of 573.92 feet to a 5/8" iron rod found marking the northwest corner of said premises, the northwest corner of Button tract 1.500 acre tract, and the southwest corner of a called 1.10 acre tract as recorded under Inst No. 97-77547 of the D.R.D.C.T.;

THENCE with the northerly most north line of said premises, the north line of Button 1.500 acre tract, and the south line of said 1. 10 acre tract, North 89"53'14" East, 140.46 feet to a Roome capped iron rod set in the west right-of-way line of King Lane (50' right-of-way) from which a 16" iron rod found marking the southeast corner of said 1.10 acre tract bears North 89"53'14" East, 19.64 feet;

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

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

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

THENCE departing said right-of-way, North 89"34'51" East with a common line between Lots 14 and 15 a distance of 128. 17 feet to a Roome capped iron rod set marking the northeast corner of Lot 15, the southeast corner of Lot 14, and being in the west line of Lot 6, Block C, Little Elm Town site as recorded in Vol. 2, Pg. 226 of the P.R.D.C. T., same corner being the easterly most northeast corner of said premises;

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

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

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

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

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

EXHIBIT B

REGULATIONS AND CONDITIONS

SECTION 1: PLANNED DEVELOPMENT DISTRICT REGULATIONS

A. Purpose

The regulations set forth in this Exhibit provide development standards for existing and future development within this Planned Development – Lakefront (PD-LF) District identified by metes and bounds on Exhibit A and as depicted on Exhibit C. Any use not authorized herein is expressly prohibited in this Planned Development – Lakefront (PD-LF) District.

B. Base District

If a change to the Concept Plan, if any, is requested, the request shall be processed in accordance with the development standards in effect at the time the change is requested for the proposed development.

SECTION 2: USES AND AREA REGULATIONS

A. Purpose

This Planned Development – Lakefront (PD-LF) District is intended to provide for the existing structures, proposed accessory structure, and a four-foot metal fence around the existing playground equipment all associated with the religious facility on site. This PD-LF also establishes four single-family residential lots along King Street, intended for potential future development.

B. Permitted Uses and Use Regulations

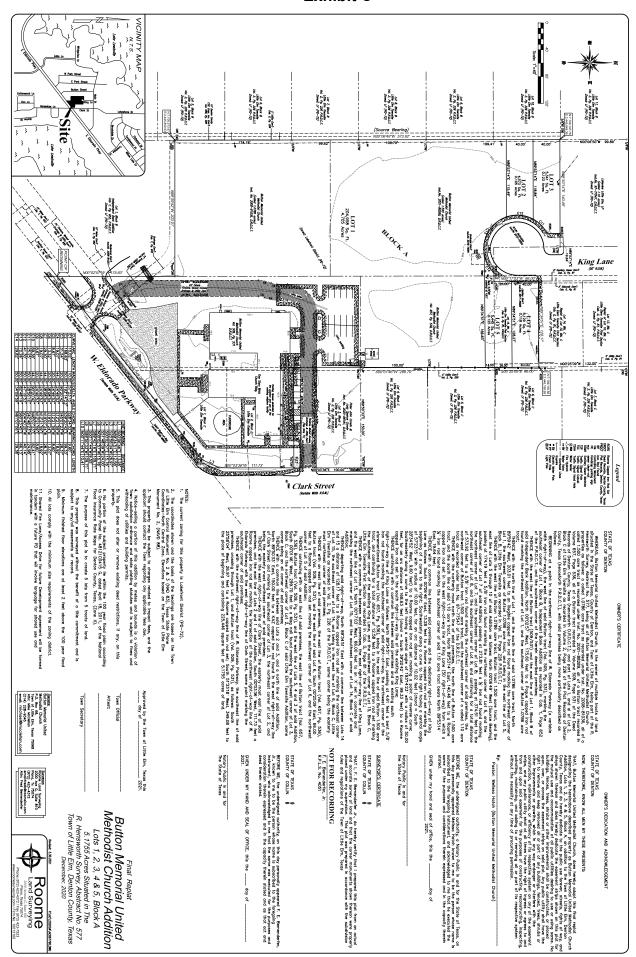
The permitted uses and standards shall be in accordance with the Lakefront (LF) zoning district, unless otherwise specified herein:

- Existing Use & Conditions the existing religious facility and associated site improvements are permitted in their current condition. Any potential future expansion shall be subject to Section 106.05.05 (Nonconforming Uses and Structures) and other associated regulations of the Zoning Ordinance (i.e. standards associated with landscaping and parking), and will require an amendment to the Concept Plan as approved by this PD-LF ordinance.
- 2. Lakefront District Waivers of Design Standards the existing development within this Planned Development, unless noted otherwise, are exempt from

having to obtain approval via major waiver for the following items:

- a. Required retail construction development within this Planned Development is exempt from this requirement.
- b. Block Face development within this Planned Development are exempt from this requirement.
- 3. Accessory Structures existing accessory structures are permitted to remain. Proposed accessory structures shall adhere to the regulations and standards associated with Section 106.05.02.1 (Accessory Uses) of the Zoning Ordinance. Additionally, a Development Agreement shall be formed to be considered and executed by Town Council for proposed accessory structures.
- 4. Screening a living screen shall be provided around the proposed metal shed in accordance with Section 106.06.31 (Screening) of the Zoning Ordinance.
- 5. Potential Future Residential Proposed future residential along King Street shall follow the regulations, process, and standards associated with Section 106.04.06 (lakefront Residential Overlay District) of the Zoning Ordinance.

Exhibit C







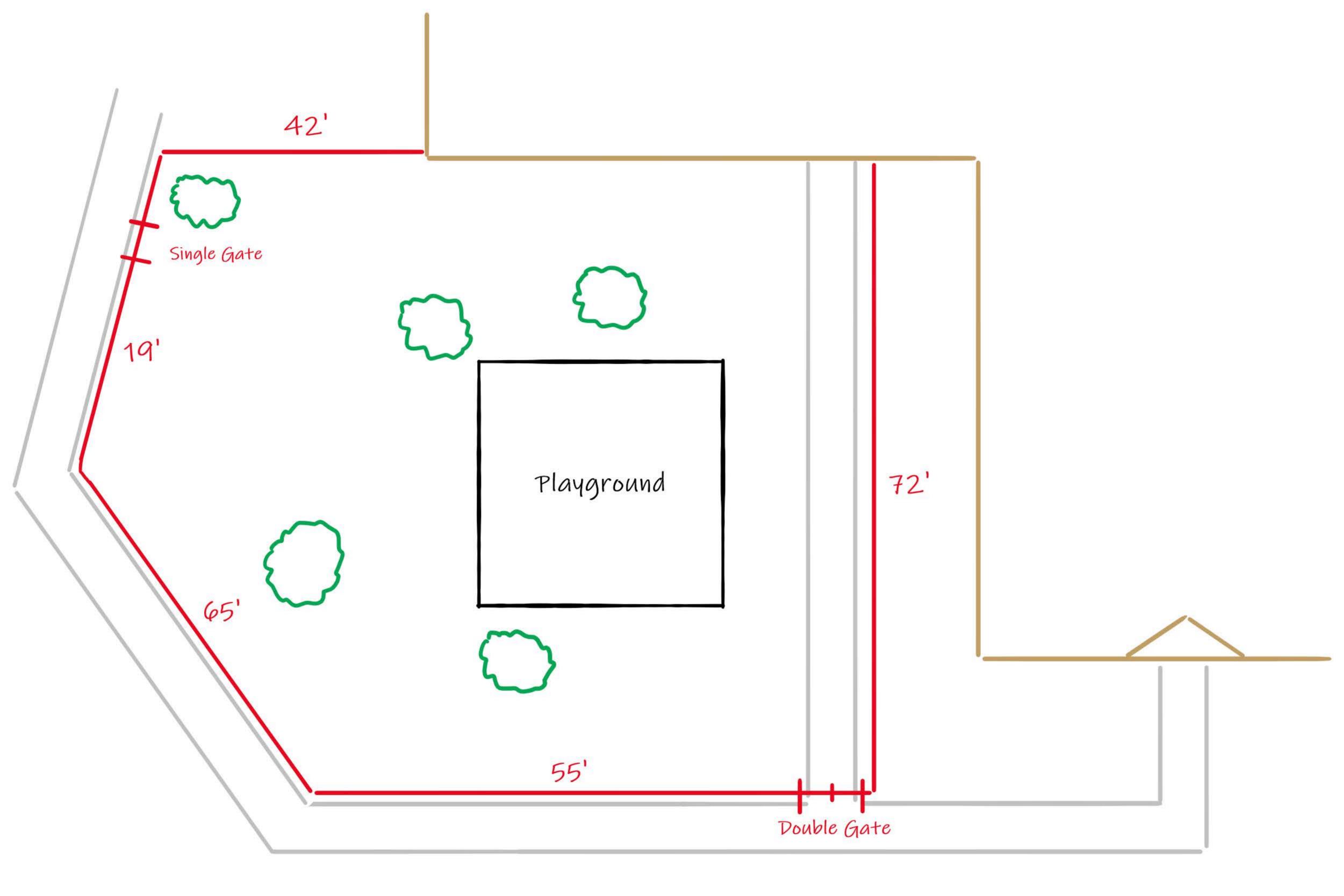


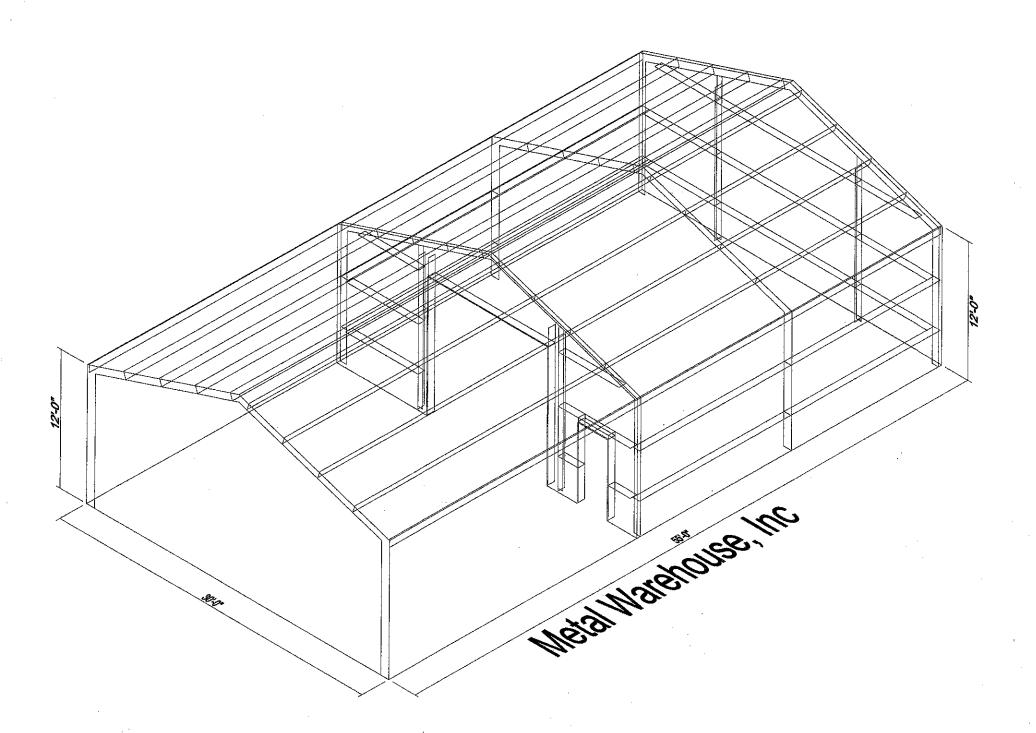


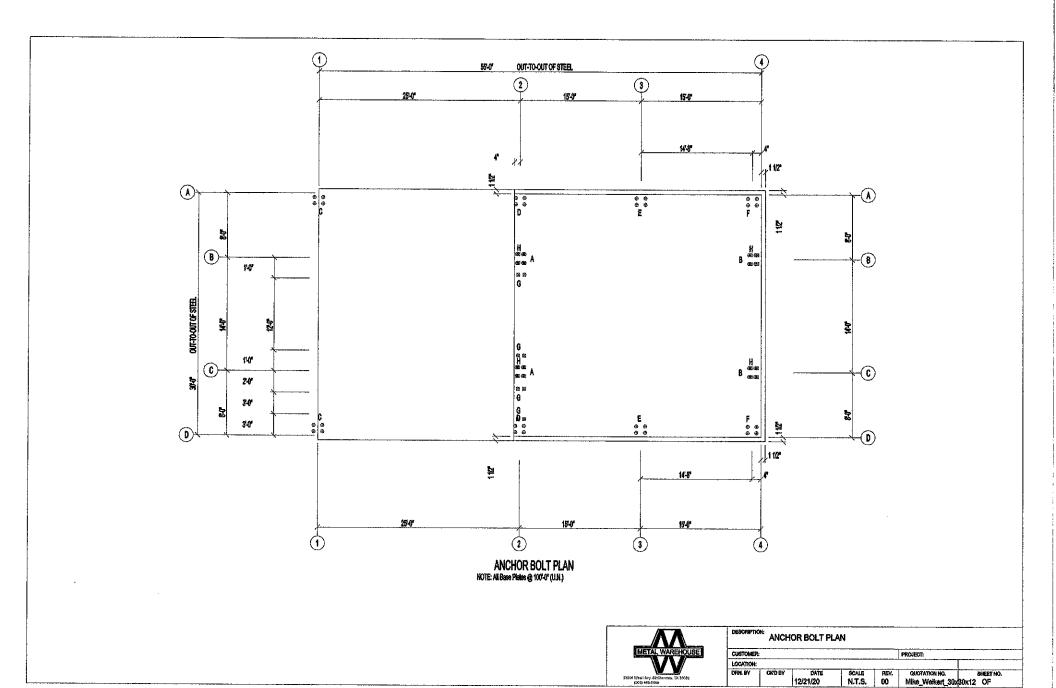


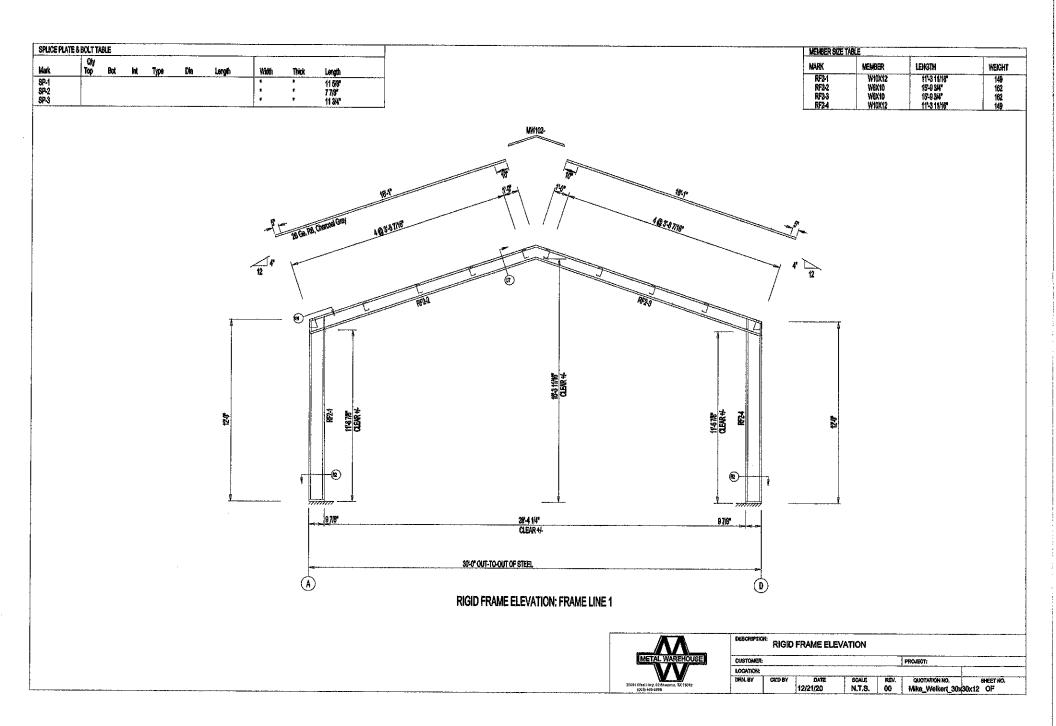










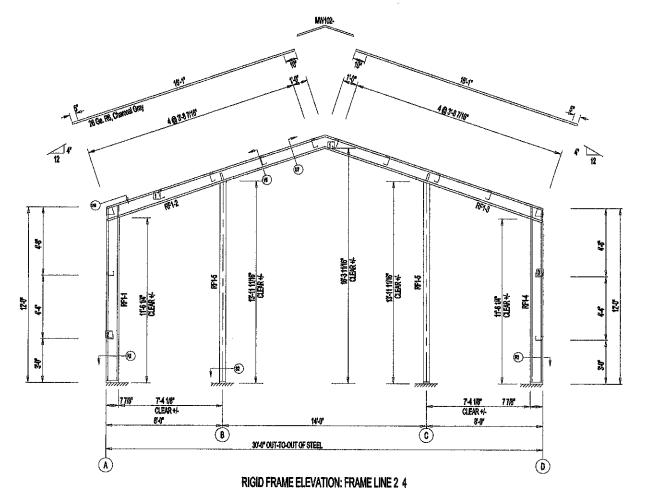


SPLICE PLATE & BOLT TABLE							CAP PLATE BOLTS							
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MEMBER SIZE TABLE						
MARK	MEMBER	LENGTH	WEIGHT			
RF1-1	W8X10	11'-3 11/16"	128			
RF1-2	W8X10	16-93/4"	165			
RF1-3	W8X10	15'-9 3/4"	166			
RF1-4	Waxio	11'-3 11/16"	128			
RF1-5	W8X13	14-03/8	192			

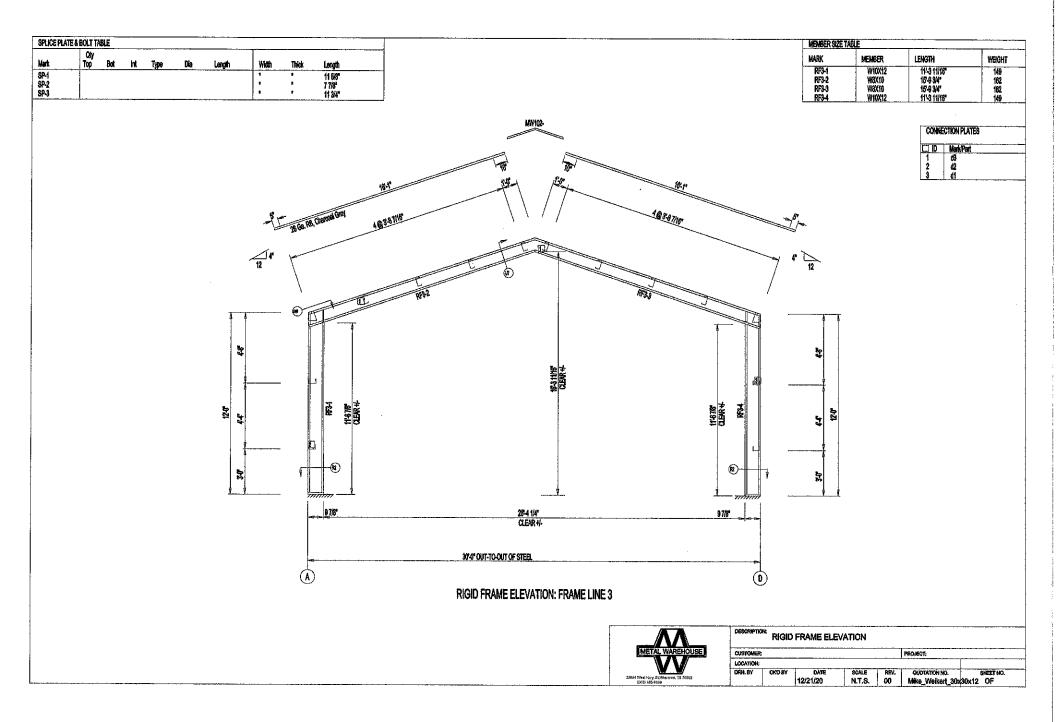
CONNECTION PLATES

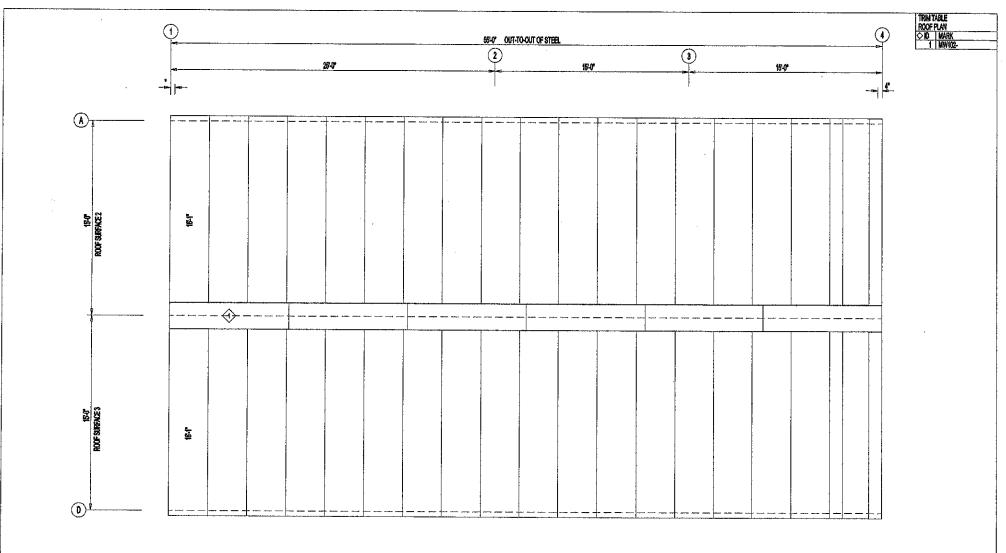
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1 d3
2 d2
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2364 West blay 22 Persons. 12 75:022

DESCRIPTION	RIGID	FRAME ELE	VATION			
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LOCATION:						
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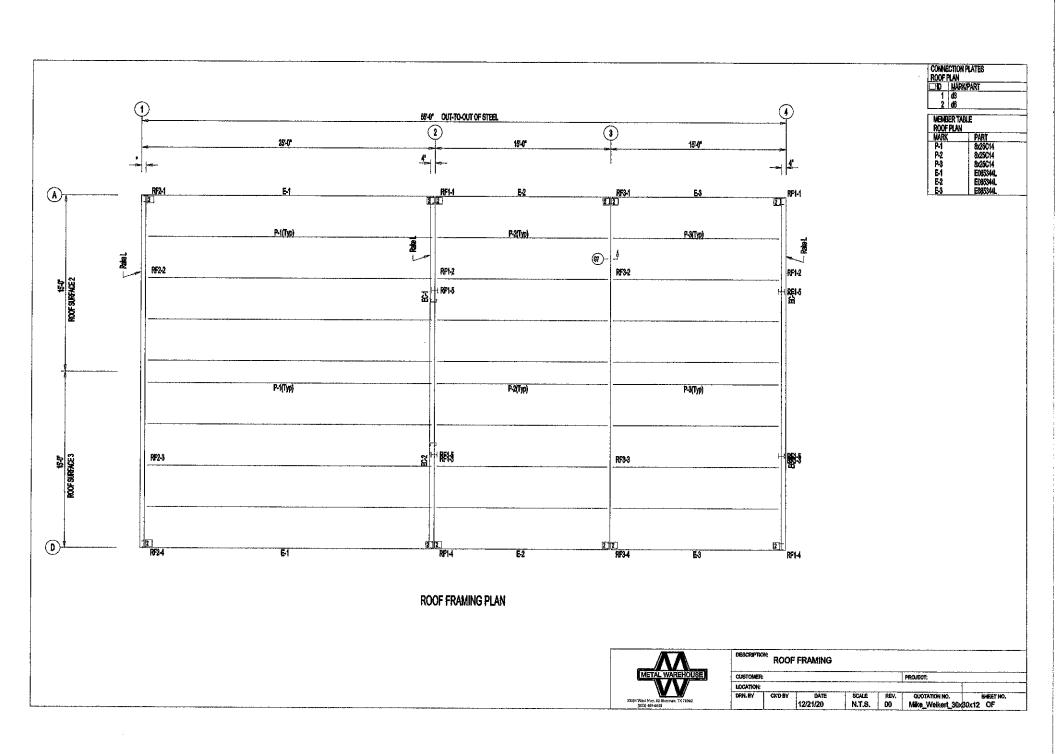


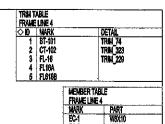
ROOF SHEETING PLAN

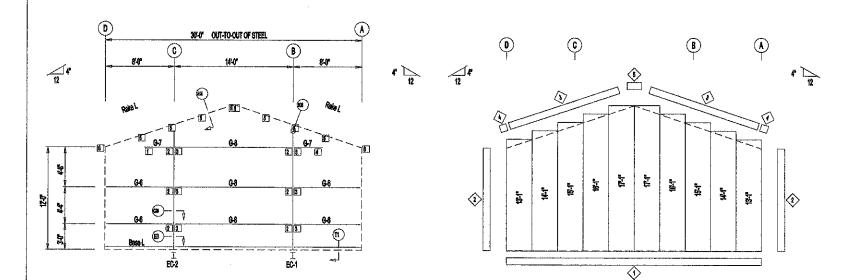
PANELS: 26 Ga. R6 - Charcoal Gray



DESCRIPTION	ROOF	SHEETING				
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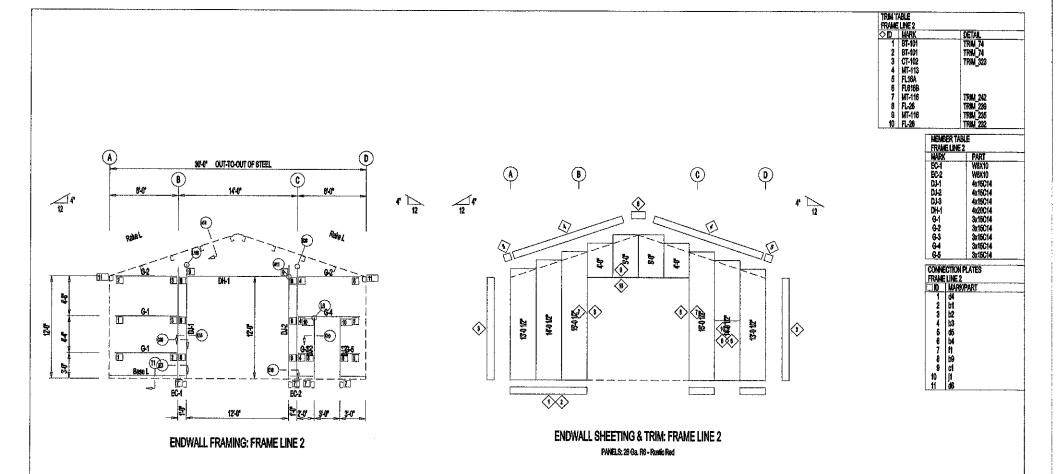


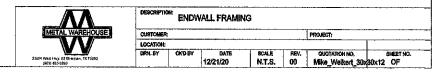
ENDWALL FRAMING: FRAME LINE 4

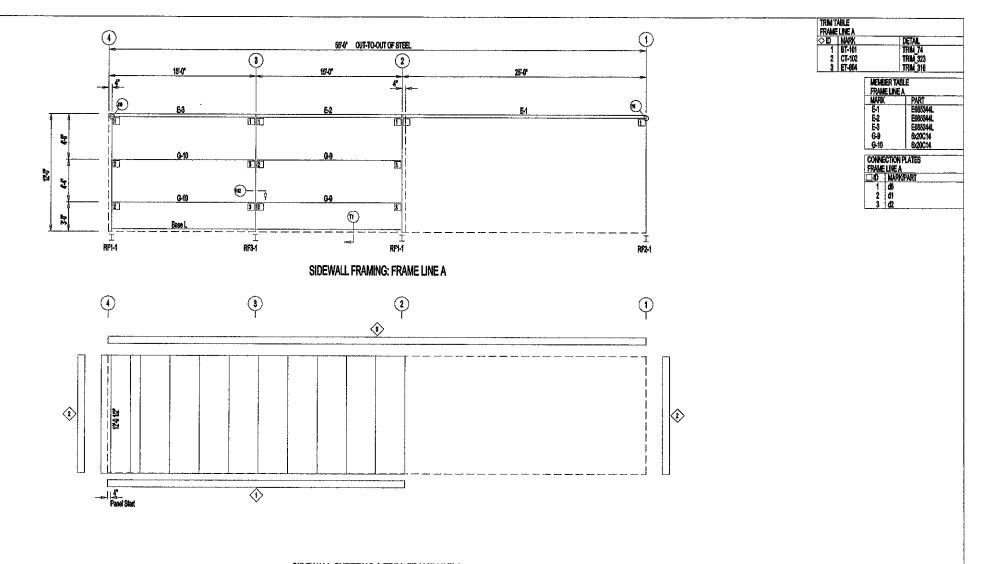
ENDWALL SHEETING & TRIM: FRAME LINE 4
PANELS: 26 Ge. R6 - Rustic Red



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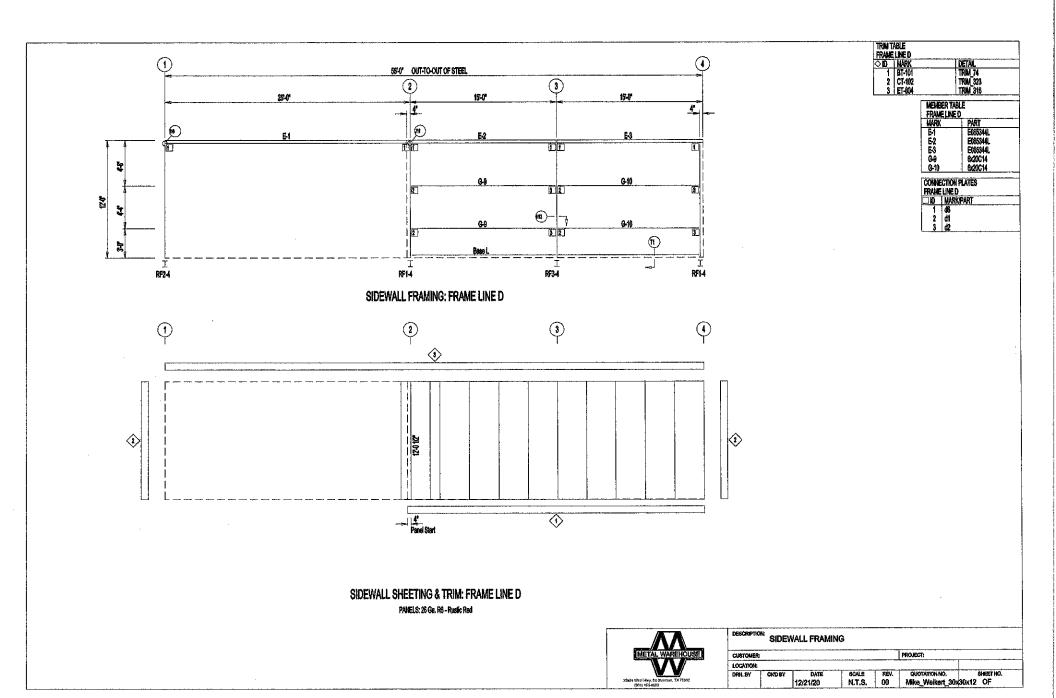




SIDEWALL SHEETING & TRIM: FRAME LINE A PANELS: 26 Ga. R8 - Rustic Red



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CUSTOMER				-	PROJECT:	
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		12/21/20	N.T.S.	00	Mike_Weikert_30x	30x12 OF







Date: 07/06/2021

Agenda Item #: 6. F.

Department: Development Services

Strategic Goal: Promote and expand Little Elm's identity

Staff Contact: Fred Gibbs, Director of Development Services

AGENDA ITEM:

Hold a Public Hearing, Present, Discuss, and Consider Action on a Request for a Specific Use Permit (SUP) to Allow for the Use of a Child Care Facility, Generally Located on the South Side of Eldorado Parkway, Approximately 589 Feet West of Hart Road, Within Little Elm's Town Limits.

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

Take Action to Accept Withdrawal:

DESCRIPTION:

The applicant has requested to withdraw this item from consideration by Town Council.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends that Town Council accepts the applicant's request to withdraw this item from consideration.

Attachments

Montessori Learning House Location Map Request to Withdraw SUP



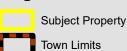


Montessori Learning House SUP - Lot 2R, Block 1 1000 E. Eldorado Pkwy

Date: 5/19/2021



Legend



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. From: <u>Hayden Brodowsky</u>

To: <u>Salena Tittle</u>; <u>Olga Chernomorets</u>

Subject: Fw: [External]Re: [External]Re: Withdrawal Date: Thursday, May 27, 2021 1:03:57 PM

Attachments: <u>image002.png</u>

From: Elizabeth Alzate <elizalzate@gmail.com>

Sent: Thursday, May 27, 2021 12:33 PM

To: Hayden Brodowsky hbrodowsky@littleelm.org **Subject:** [External]Re: [External]Re: Withdrawal

yes sir.

On Thu, May 27, 2021 at 12:21 PM Hayden Brodowsky < hbrodowsky@littleelm.org> wrote:

Just to confirm, you are requesting we withdraw the project?

From: Elizabeth Alzate [mailto:<u>elizalzate@gmail.com</u>]

Sent: Thursday, May 27, 2021 12:10 PM

To: Hayden Brodowsky < hbrodowsky@littleelm.org; Dillon Foerster < foersterdillon@yahoo.com>

Subject: [External]Re: Withdrawal

Yes, please proceed. Based on the city requirements, it is not possible to continue with our project. I had a meeting with the architect and he suggested dropping the project since the requirements are making this project almost impossible due to the parking lot and playground.

Thanks, elizabeth alzate

On Thu, May 27, 2021 at 12:03 PM Hayden Brodowsky < hbrodowsky@littleelm.org> wrote:

Good Afternoon.

Please send correspondence with how you would like to proceed with the Specific Use Request.

Thank you!



Hayden Brodowsky, MPA

Development Services Manager Town of Little Elm 214.975.0454

LITTLE ELM www.littleelm.org

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Date: 07/06/2021

Agenda Item #: 6. G.

Department: Development Services

Strategic Goal: Promote and expand Little Elm's identity

Staff Contact: Fred Gibbs, Director of Development Services

AGENDA ITEM:

Hold a Public Hearing, Present, Discuss, and Consider Action on a Request for a Specific Use Permit (SUP) to Allow for a Liquor Store, on Property Addressed as 1020 West Eldorado Parkway, Suite 101, Generally Located at the Southeast Corner of Eldorado Parkway and Lewis Drive, within Little Elm's Town Limits.

Open Public Hearing: Receive Public Comments: Close Public Hearing: Take Action to Accept Withdrawal:

DESCRIPTION:

Background:

The subject property is currently zoned Light Commercial (LC) with a Specific Use Permit (SUP) for the associated gas station, as approved through Ordinance No. 1119, and amended through Ordinance No. 1161. The property is operating as an existing multitenant retail shopping center; existing tenants include Johnny Joe's Food Mart, within the eastern end-cap of the building, and Qwench Juice Bar, DRNK Coffee and Tea, and Pint House, within the western end-cap of the building. The proposed liquor store would have occupied the currently vacant 1,914 square-foot Suite 101, previously occupied by Martial Arts.

The applicant was requesting to amend the existing SUP Ordinance by removing "liquor store" from the list of restricted uses on the subject property, and approve a liquor store as an allowed use on said property. No other changes were being proposed to the Ordinance and all other existing conditions would remain in place. The applicant was proposing to purchase the inventory, and take over the management contract, of the existing Cruz's Cooler Liquor, located at 407 W Eldorado Parkway, and relocate the store to 1020 West Eldorado Parkway, under a new business name. It should be noted that 407 W Eldorado Parkway would not be able to be re-occupied by another liquor store without going through the full entitlement process in order to request and obtain approval of a new SUP for this specific use.

Commission Findings:

The Planning and Zoning Commission, meeting in regular session on June 3, 2021, voted to recommend approval of the requested SUP without conditions. Subsequent to the hearing, the applicant informed Staff that their deal with Cruz's Cooler Liquor fell through and the applicant requested to withdraw the SUP request.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff is recommending that the Town Council approve the applicant's request to withdraw the SUP request from consideration.

Attachments

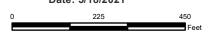
Cruz's Liquor Location Map Request to Withdraw SUP





Cruz's Liquor SUP 1020 E. Eldorado Pkwy

Date: 5/18/2021



Legend



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. From: Ashwin Chaudhari [mailto:ashwinc1976@gmail.com]

Sent: Tuesday, June 29, 2021 4:05 PM **To:** Jennette Espinosa < <u>ik@littleelm.org</u>> **Subject:** [External]RE: Withdrawal of SUP

Hi Jennette,

Thank you for trying your best on behalf of us. I would like to withdraw the SUP as of now for the 1020 W Eldorado parkway Little Elm, Tx. If you have any questions please let me know.

Regards, Ashwin Chaudhari 732-810-9651

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