



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

Tuesday, February 1, 2022

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 - C. Items to be Withdrawn from Consent Agenda.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. **Workshop.**
 - A. Present an **Update on U.S. Highway 380.**
 - B. Discuss the **July 5, 2022, Regular Town Council Meeting.**
 - C. Present and Discuss **Logo Options for The Lawn at The Lakefront™.**
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 January 18, 2022, Regular Town Council Meeting.**
 - B. Consider Action to Approve the **Minutes from the January 25, 2022, Town Council & CDC Retreat.**
 - C. Consider Action to Approve a **Developers Agreement between the Town of Little Elm and Integrity Group, LLC for an ATMOS Gas Line in the Ladera Development.**
 - D. Consider Action to Approve the **Quarterly Investment Report for the period ending December 31, 2021.**
 - E. Consider Action to Approve **Four (4) Appointments to the Community Development Corporation (CDC) Board of Directors.**

- F. Consider Action to Approve the **Final Acceptance of the Little Elm Aquatic Center North Parking Addition Project. (Contract #2021-06).**
- G. Consider Action to Approve the **Unaudited Quarterly Budget Report for the Quarter ending December 31, 2021, for FY 2021-2022.**

6. **Public Hearings.**

- A. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1657 Regarding a Request to Rezone Approximately 4.56 Acres of Land, Currently Zoned as Light Commercial (LC), Generally Located at 2009 and 2011 Oak Grove Parkway, on the North Side of Oak Grove Parkway, within Little Elm's Town Limits, in Order to Establish a New Planned Development District Based on Light Commercial (LC) District Requirements with Modified Development Standards, to Allow a New Commercial Development.**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

Take Action on Ordinance No. 1657:

- B. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1658 Regarding a Request to Rezone Approximately 5.79 Acres of Land, Generally Located at 1816 W Eldorado Parkway, in Order to Establish a New Planned Development District, to Allow the Development of a New Single Family Residential Subdivision.**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

Take Action on Ordinance No. 1658:

7. **Reports and Requests for Town Council Consideration.**

- A. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Unique Luxury Commercial Development (ULCD).**
- B. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Barbee Enterprises, Inc.**
- C. Present, Discuss, and Consider Action to Approve the **Joint Election Agreement and Contract for Election Services with the Denton County Elections Administrator.**

- D. Present, Discuss, and Consider Action to Approve **Ordinance No. 1656 Ordering a General Election to be held on May 7, 2022.**

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

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

9. **Reconvene into Open Session**

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

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

10. **Adjourn.**

Pursuant to the Texas Open Meeting Act, (Chapter 551, Texas Government Code), one or more of the above items will be taken or conducted in open session following the conclusion of the executive closed session.

Persons with disabilities who plan to attend this meeting and who may need auxiliary aide of service such as interpreters for the hearing impaired, reader or large print are requested to contact the secretary at 214-975-0452 two days prior to the meeting so appropriate arrangements can be made.
BRaille IS NOT PROVIDED.

Respectfully,

Town Secretary

This is to certify that the above notice was posted on the Town's website this 28th day of January 2022 before 5:00 p.m.



Date: 02/01/2022
Agenda Item #: 2. A.
Department: Administrative Services
Strategic Goal: Ensure strong relationship within the community and region
Staff Contact: Wesley Brandon, Town Engineer

AGENDA ITEM:

Present an **Update on U.S. Highway 380.**

DESCRIPTION:

This item was pushed from the January 18, 2022, regular Town Council meeting. Travis Campbell, a representative from TxDOT, will be present to update the Council on the U.S. 380 expansion project.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.



Date: 02/01/2022
Agenda Item #: 2. B.
Department: Administrative Services
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Discuss the **July 5, 2022, Regular Town Council Meeting.**

DESCRIPTION:

Council Member Jeremy Lukas requested this item be placed on the agenda to discuss the possible cancellation of the July 5, 2022, regular Town Council meeting.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff requests direction from Town Council.



Date: 02/01/2022
Agenda Item #: 2. C.
Department: Community Services
Strategic Goal: Promote and expand Little Elm's identity
Staff Contact: Chad Hyde, Director of Community Services

AGENDA ITEM:

Present and Discuss **Logo Options for The Lawn at The Lakefront™**.

DESCRIPTION:

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

The Town also moved to brand and promote The Lakefront™ District with a distinct logo. This logo contributes to The Lakefront™ brand recognition and is used on signage, banners, social media, and at events and has contributed to increased awareness of The Lakefront™ and its success year after year. As part of the marketing of The Lakefront™, staff has worked to develop distinct and recognizable logos for the brand and its amenities, including The Cove at The Lakefront® and The Rec at The Lakefront™.

The Marketing & Communications Department has worked with the graphic designer who developed the logos for both The Lakefront™ District, The Cove at the Lakefront®, and The Rec at The Lakefront™ to create a logo for the newest amenity in the district, The Lawn at The Lakefront™ park.

At the November 16, 2021, regular Town Council meeting, staff presented three initial concepts. Town Council narrowed the field to Option 1 with some changes, including the addition of the water tower in the logo.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff requests direction from Town Council.

Attachments

The Lawn Logos



the **Town of Little Elm**

THE LAWN AT THE LAKEFRONT™

DRAFT LOGO OPTIONS

INTEGRITY | CUSTOMER SERVICE | EFFICIENCY | INNOVATION



LITTLE ELM

Logo Options for The Lawn at The Lakefront™



- When The Lakefront at Little Elm™ was conceptualized, the project's vision was to develop a destination district unlike any other in the North Texas Region.
- The Town also moved to brand and promote The Lakefront™ District with a distinct logo. This logo contributes to The Lakefront™ brand recognition and is used on signage, banners, social media, and at events and has contributed to increased awareness of The Lakefront™ and its success year after year. As part of the marketing of The Lakefront™, staff has worked to develop distinct and recognizable logos for the brand and its amenities, including The Cove at The Lakefront® and The Rec at The Lakefront™.
- The Marketing & Communications Department has worked with the graphic designer who developed the logos for both The Lakefront™ District, The Cove at the Lakefront®, and The Rec at The Lakefront™ to create a logo for the newest amenity in the district, The Lawn at The Lakefront™ park.
- Brought 3 initial concepts to Council in November 2021; Council narrowed the field to Option 1 with some changes. Council then requested addition of the water tower in the logo.

Option 1



- Elements of Design:
 - Colors – Bright and eye-catching.
 - Orientation – The horizontal orientation of this image is ideal for marketing materials.
 - The elements of the design evoke the idea of a green space/outdoor destination.
 - Water Tower added in the background.



Option 1



- Elements of Design:
 - Colors – Bright and eye-catching.
 - Orientation – The horizontal orientation of this image is ideal for marketing materials
 - The elements of the design evoke the idea of a green space/outdoor destination.
 - Addition of the Water Tower as the "A" in Lawn.



THE LAWN AT THE LAKEFRONT LOGO



OPTION 1



OPTION 2

Option 1
vs
Option 2

Questions?



Date: 02/01/2022
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 January 18, 2022, Regular Town Council Meeting.**

DESCRIPTION:

The minutes from the January 18, 2022, regular Town Council meeting is attached for approval.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Minutes - January 18, 2022

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 JANUARY 18, 2022 - 6:00 p.m.

Present: Mayor Curtis J. Cornelious; Mayor Pro Tem Neil Blais; Council Member Jamell Johnson; Council Member Tony Singh; Council Member Lisa Norman; Council Member Jeremy Lukas; Council Member Michael McClellan

Staff Present: Caitlan Biggs, Director of Administrative Services/Town Secretary; Matt Mueller, Town Manager; Chad Hyde, Director of Community Services; Doug Peach, Deputy Town Manager; Fred Gibbs, Director of Development Services; Jason Shroyer, Director of Public Works; Kate Graham, Assistant to the Town Manager; Kelly Wilson, Chief Financial Officer; Paul Rust, Fire Chief; Michael Martin, Town Attorney; Rodney Harrison, Police Chief

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

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

A. Invocation.

Mayor Pro Tem Neil Blais gave the invocation.

B. Pledge to Flags.

C. Items to be Withdrawn from Consent Agenda.

*Council Member Jeremy Lukas requested to pull item 6J.
Mayor Pro Tem Neil Blais requested additional information for item 6H.*

D. Emergency Items if Posted.

None.

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

Council Member Jeremy Lukas sent an email to Town Secretary Caitlan Biggs to discuss the July 5, 2022 Council meeting at our next meeting.

- F. Presentation of Monthly Updates.

Town Manager Matt Mueller discussed the status of operations within the organization due to COVID-19.

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

Mayor Pro Tem Neil Blais requested additional information related to item 6H in regards to how the incentive would be funded and the number of required employees. Town Manager Matt Mueller stated that this was not a new agreement but that some dates have been pushed. He stated that the \$400,000 would be funded from the EDC. The 35 full-time employees required is the number from the business owner.

Council Member Jeremy Lukas requested to pull item 6J regarding the reduction in speed limit on U.S. 380 from 60mph to 50mph. He wanted to draw attention to this item so the public would be aware. Assistant Director of Development Services Wesley Brandon gave an overview of the U.S. 380 project in the attached presentation. He clarified that the construction will maintain the same number of lanes that exist today and minimizing detours. Police Chief Rodney Harrison stated that the Police department will be appropriately staffed and be briefed from TxDOT during the project. Wesley Brandon stated that Travis with TxDOT will address the pedestrian crossings, specifically at Braswell High School. Chief Harrison stated that TxDOT has reassured that they will work with the Town on keeping the crosswalks at acceptable standards. After the additional information was given, this item was not pulled from the Consent Agenda.

2. **Presentations.**

- A. Present a **Proclamation Recognizing January 15 through 30, 2022 as the Health for Humanity Yogathon.**

Mayor Cornelious presented the proclamation.

- B. Present a **Proclamation Recognizing Alpha Kappa Alpha Sorority, Incorporated® Omega Alpha Omega Chapter.**

Mayor Cornelious presented the proclamation.

- C. Present a **Proclamation Declaring January 17, 2022 as Dr. Martin Luther King, Jr. Day of Service 2022.**

Mayor Cornelious presented the proclamation.

3. **Workshop.**

- A. Present an **Update on U.S. Highway 380.**

This item is postponed until the February 1, 2022, meeting.

- B. Present and Discuss the **Creation of a Veterans Commission.**

Little Elm resident Danny Weakley gave an overview of this item in the attached presentation. Council Member Tony Singh requested a task force of Town Council members be formed to work with Mr. Weakley in creating this commission. Town Manager Matt Mueller stated that would be his recommendation. Council Member Michael McClellan stated that there might be an opportunity for other community partners to be involved with the commission, specifically the scouts. Council Member Jamell Johnson agreed with the task force and the ability for Veterans to self-identify.

Council gave direction for the task force members to be Tony Singh, Jamell Johnson, and Jeremy Lukas.

- C. Present the **2021 Annual Strategic Report.**

Director of Administrative Services/Town Secretary Caitlan Biggs reviewed highlights of the 2021 Strategic Report with Town Council.

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

5. **Public Comments**

Persons may address the Town Council on any issue. This is the appropriate time for citizens to address the Council on any concern whether on this agenda or not. In accordance with the State of Texas Open Meeting Act, the council may not comment or deliberate such statements during this period, except as authorized by Section 551.072, Texas Government Code.

Ericca Cordier, PO Box 511, Little Elm, TX, 75068 discussed Bote Board business that is looking for a fifth location to open a store in North Texas.

6. **Consent Agenda**

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

Motion by Council Member Michael McClellan, seconded by Council Member Jeremy Lukas **to approve the Consent Agenda.**

Vote: 7 - 0 - Unanimously

- A. Consider Action to Approve the **Minutes from the December 21, 2021, Regular Town Council Meeting.**
- B. Consider Action to Approve the **Minutes from the January 6, 2022, Town Council Retreat.**

- C. Consider Action to Approve a **Revised Interlocal Agreement with the City of Corinth for a Joint Fire Training Field.**
- D. Consider Action to Approve an **Interlocal Agreement between the Town of Little Elm and the City of Pilot Point to Provide Jail Services for Class C Misdemeanor Municipal Warrants.**
- E. Consider Action to Approve **Ordinance No. 1654 Providing for Refuse Rates; Providing for a Repealing Clause; Providing for a Severability Clause; and, Providing an Effective Date for Community Waste Disposal for an Annual Market Adjustment per the Current Service Contract.**
- F. Consider Action to Approve an **Interlocal Agreement with the North Central Texas Council of Government for a Solid Waste Project.**
- G. Consider Action to Approve the **Eighth Amendment to the Ground Lease Purchase Agreement between Little Elm EDC and Little Elm Hula Hut, LLC.**
- H. Consider Action to Approve the **First Amendment to the Performance Agreement between Little Elm EDC and Hurtado Barbecue, LLC.**
- I. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Knotting Hill Holdings LLC.**
- J. Consider Action to Approve **Ordinance No. 1655 Altering the Prima Facie Speed Limits Established for Vehicles Under the Provisions of Transportation Code, Section 545.356 upon U.S. Highway 380 or Parts Thereof, Within the Incorporated Limits of the Town of Little Elm; Repealing All Ordinances in Conflict Herewith; Providing a Penalty of a Fine Not to Exceed \$200.00 for the Violation Thereof; Providing a Severability Clause; and Providing for Publication and Effective Date.**

7. Reports and Requests for Town Council Consideration.

- A. Present, Discuss, and Consider Action on **Resolution 0118202201 Appointing a Mayor Pro Tem for a One-Year Term of Office and Providing an Effective Date.**

Mayor Curtis Cornelious suggested that the liaison appointments stay the same until after the May 2022 election and workshop the roles and responsibilities of each of these appointments before the election in April.

Motion by Council Member Michael McClellan, seconded by Council Member Jeremy Lukas ***for Neil Blais to remain Mayor Pro Tem through the May election.***

Vote: 7 - 0 - Unanimously

- B. Present, Discuss, and Consider Action on **Appointing a Town Council Member as Liaison for the Economic Development Corporation Board.**

Motion by Council Member Jeremy Lukas, seconded by Mayor Pro Tem Neil Blais ***for Michael McClellan to remain EDC Liaison through the May election.***

Vote: 7 - 0 - Unanimously

- C. Present, Discuss, and Consider Action on **Appointing a Town Council Member as Liaison for the Community Development Corporation Board.**

Motion by Council Member Michael McClellan, seconded by Mayor Pro Tem Neil Blais ***for Lisa Norman to remain CDC Liaison through the May election.***

Vote: 7 - 0 - Unanimously

- D. Present, Discuss, and Consider Action on **Appointing a Town Council Member as Liaison for the Planning and Zoning Commission.**

Motion by Council Member Michael McClellan, seconded by Council Member Lisa Norman ***for Jamell Johnson to be the P&Z Liaison through the May election.***

Vote: 7 - 0 - Unanimously

- E. Present, Discuss, and Consider Action on **Appointing one or more Town Council Members as a School Board Liaison.**

Motion by Council Member Michael McClellan, seconded by Council Member Jamell Johnson ***for Jeremy Lukas and Tony Singh to remain the School Board Liaisons through the May election.***

Vote: 7 - 0 - Unanimously

- F. Present, Discuss, and Consider Action on **Appointing a Town Council Member as Liaison for the Lakefront District Development Review Committee.**

Motion by Council Member Michael McClellan, seconded by Council Member Tony Singh ***for Mayor Curtis Cornelious to be appointed.***

Vote: 7 - 0 - Unanimously

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

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

None.

9. Reconvene into Open Session

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

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

10. Adjourn.

Meeting adjourned at 7:06 p.m.

Respectfully,

Caitlan Biggs
Town Secretary

Passed and Approved this 1st day of February 2022.



Date: 02/01/2022
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 the **Minutes from the January 25, 2022, Town Council & CDC Retreat.**

DESCRIPTION:

The minutes from the January 25, 2022, Town Council & CDC Retreat is attached for approval.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Minutes - January 25, 2022

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 JANUARY 25, 2022 - 6:00 p.m.

Present: Mayor Curtis J. Cornelious; Mayor Pro Tem Neil Blais; Council Member Jamell Johnson; Council Member Tony Singh; Council Member Lisa Norman; Council Member Jeremy Lukas; Council Member Michael McClellan; CDC Chairperson Edee Hansen; CDC Vice Chairperson Steve Petrasic; CDC Secretary Steve McGee; CDC Treasurer Jan Eaken; CDC Board Member Eric Licker; CDC Board Member Ernestine Burtley; CDC Board Member Jennifer Ward

Staff Present: Caitlan Biggs, Director of Administrative Services/Town Secretary; Matt Mueller, Town Manager; Chad Hyde, Director of Community Services; Kate Graham, Assistant to the Town Manager; Missy Meador, Administrative Business Manager

1. Call to Order Retreat at 6:00 p.m.

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

2. Public Comments

Persons may address the Town Council on any issue. This is the appropriate time for citizens to address the Council on any concern whether on this agenda or not. In accordance with the State of Texas Open Meeting Act, the council may not comment or deliberate such statements during this period, except as authorized by Section 551.072, Texas Government Code.

None.

3. Discussion regarding the roles and responsibilities of the CDC and review of the Town's Strategic Plan.

4. Adjourn.

Meeting was adjourned at 8:12 p.m.

Respectfully,

Caitlan Biggs
Town Secretary

Passed and Approved this 1st day of February 2022



Date: 02/01/2022
Agenda Item #: 5. C.
Department: Development Services
Strategic Goal: Promote and expand Little Elm's identity
Staff Contact: Fred Gibbs, Director of Development Services

AGENDA ITEM:

Consider Action to Approve a **Developers Agreement between the Town of Little Elm and Integrity Group, LLC for an ATMOS Gas Line in the Ladera Development.**

DESCRIPTION:

Town Council approved the Ladera Planned Development and the zoning for the Town's property on October 19, 2021. This development included approximately 263 age restricted single family homes on 58 acres along Highway 720. The Council also approved on December 7, 2021, the Purchase Sale Agreement for the Town's 4.96 acres within the development. On December 8, 2021, the Town officially closed with the developer and the Town has received the payment. The reason for this Developers Agreement was to solidify the details of the ATMOS gas line extension that is listed in the Purchase Sale Agreement language below. Prior to the closing we had a working draft per the PSA, and now we need the Developers Agreement to be considered by Council.

Prior to the Closing Date, Seller and Buyer will work to draft a Developers Agreement (DA) stipulating the terms of this Agreement as well as conditions to be defined as to the construction of the ATMOS gas line (see "(C)" below for a more detailed description) generally pursuant to the concept plan attached as Addendum B (it is Buyer's current intention to cause the gas line to be completed during Buyer's work in its first phase of the development, but with notice to Seller, Buyer may extend the timing on the portions of the Pipeline serving other properties so long as that or those portions of the Pipeline are completed prior to the time that an adjoining user to which Buyer was intending to provide the service is required to have it for its project. The DA may also include agreements about the improvements of Hill Lane, impact fee credits being credited to Buyer, and any other pertinent details as to the Ladera proposed project.

The sale of our property includes upsizing and extending the ATMOS gas line through the developer's property to allow the connection for the other commercial retail sites. This utility extension greatly impacts the area in and around the development by making the adjacent properties more viable for commercial development. Currently, the preliminary estimate to upsize the extended gas line from a required 4" to an 8" is around \$300,000. This would result in the

Town receiving approximately \$180,000 from the sale of the property minus the upsize cost. If it's less than \$300,000, then the Town will receive the difference as well, however, the Town will not pay anything over the sale price of \$480,000 for any hard and soft costs associated with the gas line.

BUDGET IMPACT:

The Town has received the proceeds and is in the General Fund.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Ladera Developers Agreement for Gas Line

STATE OF TEXAS

COUNTY OF DENTON

**PRELIMINARY, PARTIAL DEVELOPMENT AGREEMENT FOR AN ATMOS GAS
LINE IN LADERA DEVELOPMENT**

This Preliminary, Partial Development Agreement for an Atmos Gas Line in the Ladera Development (“**Agreement**”) is entered into as of _____, 2022, between LE Ladera, LLC, a Texas limited liability company (“**Ladera**”) whose address is 361 W. Byron Nelson Blvd., Suite 104, Roanoke, Texas, 76262, and the Town of Little Elm, Texas (“**Town**”) whose address is 100 W Eldorado Parkway, Little Elm, Texas 76262. Ladera and Town are sometimes referred herein together as the “**Parties**” and individually as a “**Party**.”

RECITALS

The Town owns an approximate 4.959-acre tract of land (“**Town Tract**”) more particularly described on *Exhibit A* attached hereto and made a part hereof.

Ladera and Town have executed that certain Commercial Earnest Money Contract for the purchase by Ladera from the Town of the Town Tract.

If the transaction closes, a substantial portion of the Town Tract will be used in Ladera’s for sale active adult, senior living community, which project is intended to be developed into what would eventually become an approximate 58.139-acre development tract.

One of the conditions of the sale of the Town Tract to Ladera is that a development agreement be drafted that deals with the location, engineering for, and construction of, an 8” natural gas pipeline (“**Pipeline**”) that will serve not only Ladera’s development, but adjoining lands, thus benefitting the Town in providing utilities to unserved areas, as well as Ladera’s development.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the receipt and sufficiency of which are hereby confirmed and acknowledged, the Parties have agreed as follows:

1. Ladera shall consult with the company that controls construction of pipelines for Atmos Energy (“**Pipeline Consultant**”) and request that such company work with Ladera and the Town in the location, design, and construction of the pipeline in the general location as shown on *Exhibit A* attached hereto and made a part hereof.

2. The major plans and specifications developed between the Pipeline Consultant and Ladera shall be subject not only to the review and approval by the Pipeline Consultant and Ladera, but also to the review and approval of the Town’s applicable staff. Once the location, plans, and specifications have been approved by the Pipeline Consultant, Atmos Energy (if necessary),

Ladera and the Town, these approved items shall become the “**Plans and Specifications.**” The Plans and Specifications, while remaining subject to change by the Pipeline Consultant, and subject to approval of such changes by Ladera and the Town if the change is material in nature, will be used to construct the Atmos Pipeline within Ladera’s development.

3. This Agreement is subject to modification by Ladera and the Town so as to address matters that arise in the engineering, planning, locating, and constructing of the Pipeline.

4. Notwithstanding anything to the contrary, the Pipeline shall be constructed in accordance with all Town ordinances, as well as other applicable laws, statutes, regulations and permits.

5. The Town and Ladera agree the amount Ladera is deducting from the sale of the land for its recoupment of costs of running the Pipeline is \$300,000, based upon ~4000lf at \$75.00/lf.

6. 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 nonbinding mediation.

7. 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.

8. Ladera 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. Ladera 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.

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

EFFECTIVE among the Parties on the date first set forth above

LADERA

LE Ladera, LLC, a Texas limited liability company

By: Integrity Companies, LLC, a Texas limited liability company, the Day-to-Day Member Manager

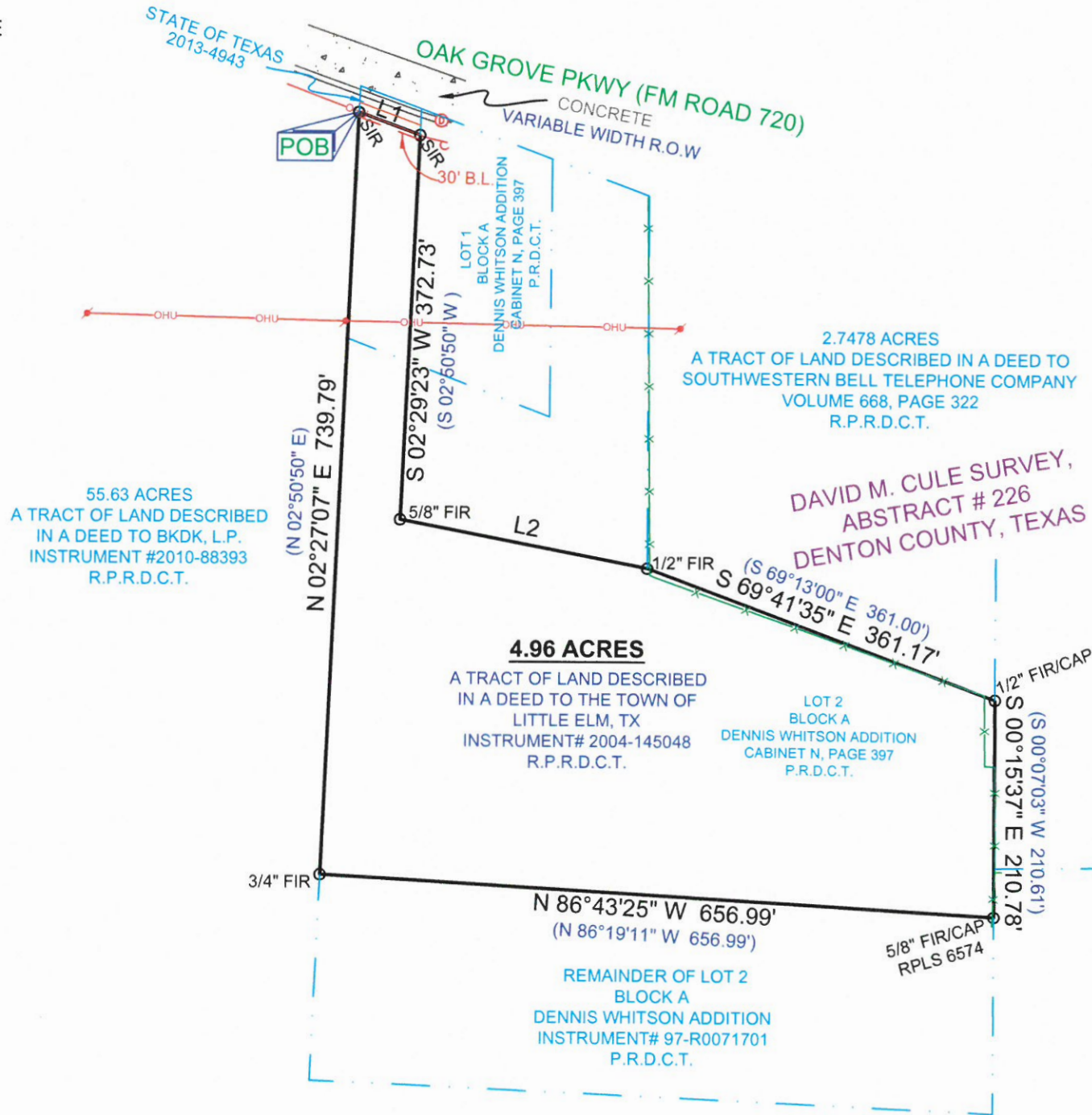
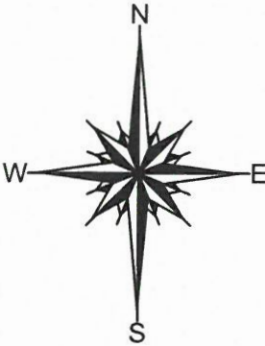
By: _____
John Delin, a Member
Manage

TOWN

Town of Little Elm, Texas

By: _____
Matt Mueller, Town Manager

EXHIBIT A



TO ALL PARTIES DIRECTLY INTERESTED IN THE PREMISES SURVEYED
I have this date directed a careful and accurate survey made on the grounds of the property located at Oak Grove Parkway in the Town of Little Elm, Denton County, Texas.

All that certain lot, tract or parcel of land lying and being situated in the Town of Little Elm and being a part of the D.M. Cule Survey, Abstract number 226 and being a part of Lots 1 and 2, Block A, Dennis Whitson Addition an addition to the Town of Little Elm according to the plat recorded in Cabinet N, Page 397, Plat Records, Denton County, Texas and being the remainder of that called 5.00 acre tract of land described in deed to Town of Little Elm recorded in Instrument number 2004-145048, Real Property Records, Denton County, Texas and being more fully described by metes and bounds as follows;

BEGINNING at a capped iron rod stamped "KAZ" in the South line of Farm to Market Road 720 and being the Southwest corner of a called 0.035 acre tract of land described in deed to State of Texas recorded in Instrument number 2013-4943, Real Property Records, Denton County, Texas;

THENCE along said South line, South 69 degrees 35 minutes 36 seconds East, 63.05 feet to a capped iron rod set stamped "KAZ" at the Southeast corner of said 0.035 acre tract;

THENCE South 02 degrees 29 minutes 23 seconds West, 372.73 feet to a 5/8 inch iron rod found;

THENCE South 79 degrees 11 minutes 01 seconds East, 246.06 feet to a 1/2 inch iron rod found;

THENCE South 69 degrees 41 minutes 35 seconds East, 361.17 feet to a capped iron rod found;

THENCE South 00 degrees 15 minutes 37 seconds East, 210.78 feet to a capped iron rod found;

THENCE North 86 degrees 43 minutes 25 seconds West, 656.99 feet to a 3/4 inch iron rod found;

THENCE North 02 degrees 27 minutes 07 seconds East, 739.79 feet to the PLACE OF BEGINNING and containing 4.96 acres of land more or less;

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

NOTE: Bearings shown hereon are referenced to the Texas Coordinate System of 1983, North Central Zone (4202), and are based on the North American Datum of 1983, 2011 Adjustment.

SURVEYORS CERTIFICATION

NOTE: This survey was performed without the benefit of a Title Commitment, Title Report or Title Binder.

This survey correctly represents the results of an on-the-ground survey made under my direction and supervision on 10-11-2021, and substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition II Survey. There are no apparent encroachments, intrusions or protrusions except as shown hereon.



TX FIRM REGISTRATION # 10002100

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

JOB NUMBER: 210783
DRAWN BY: DJJ
DATE: 10-11-2021
R.P.L.S.
KENNETH A. ZOLLINGER

LEGEND

- = POWER POLE
- = GUY WIRE
- ⊙ = STORM DRAIN MANHOLE
- R.O.W. = RIGHT-OF-WAY
- FIR = FOUND IRON ROD
- FIR/CAP = FOUND IRON ROD W/CAPPED
- SIR = SET IRON ROD W/CAPPED
- () = PLAT OR DEED CALL
- = WIRE FENCE
- = OVER-HEAD UTILITIES
- = CONCRETE

LINE	BEARING	DISTANCE
L1	S 69°35'36" E	63.05'
L2	S 79°11'01" E	246.06'



PROPOSED ATMOS ROUTES



Development Plan
Ladera Little Elm
58.50 Acres

Town of Little Elm
Deaton County, Texas

* Dwelling Count and placement is subject to change.

** Model Home Designation

Gross Density	4.49 du/ac
---------------	------------

Gross Acreage	58.50
---------------	-------

Net Density	4.70 du/ac
-------------	------------

Net Acreage (ROW, Powerline, and ROW to Hwy 720)	55.95
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Town Council Meeting

Date: 02/01/2022
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 the **Quarterly Investment Report for the period ending December 31, 2021.**

DESCRIPTION:

The purpose of this item is to provide Town Council an overview of the Town's cash and invested balances for the fiscal period ending December 31, 2021.

BUDGET IMPACT:

Interest earnings for the first quarter of the Fiscal Year 2021-2022 was \$117,589 for the reporting period of October to December 2021 with the year-do-date total earnings of \$117,589.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Finance Memo - Investment Report Q1 FY2022
Quarterly Investment Report-Q1 FY 2022

MEMORANDUM

TO: MATTHEW MUELLER, TOWN MANAGER
FROM: KELLY WILSON, CHIEF FINANCIAL OFFICER
SUBJECT: INVESTMENT REPORT FOR QUARTER ENDING DECEMBER 31, 2021
CC: MAYOR AND COUNCIL

Attached is the Quarterly Investment Report for the first quarter ending December 31, 2021 Fiscal Year 2021-2022. This report complies with the requirements of the Town's Investment Policy and the Public Fund's Investment Act as amended. For the period ending December 31, 2021, the Town's portfolio consisted of the following investments:

Portfolio by Type	Average Yield	Total Invested	Percent of Total
Money Market - Independent Financial	0.50%	\$88,427,937.01	64.96%
TexPool/TexPool Prime	0.06%	40,252,685.58	29.57%
Certificate of Deposit	1.25%	2,462,324.24	1.80%
US Agency Bonds	0.63%	4,993,250.00	3.67%
Total Portfolio (Avg)	0.61%	\$136,136,196.83	100.00%

The Town has been actively diversifying the investment portfolio in order to minimize risk of over 50% of funds in one portfolio type as well as capturing a better yield. However, due to the market rates on investments, Finance has maintained higher balances in the Money Market investments at Independent Bank based on the rates provided to the Town. All Funds on deposit with Independent Financial are fully secured and safeguarded as well as collateralized. Total interest earned for the first quarter ending December 31, 2021 was \$117,589. This reflects the Town's year-to-date interest earnings for Fiscal Year 2021-2022.

Total cash and investments for the period ending December 31, 2021 was \$136,136,196.83. The variance increase of \$17,104,075 from the last quarterly investment report is primarily due to the Town's collections of property taxes which are normally received in December each year. Offsetting operating money market accounts reduced for cash flowing CIP projects and operational expenses. The cash flow is important for Finance to monitor in order to provide cash availability for expenditures while minimizing risk, preventing early redemptions of investments, and maximizing interest earnings.

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

FINANCE DEPARTMENT
QUARTERLY INVESTMENT REPORT

The total portfolio yield fiscal year-to-date is 0.61%. While some benchmarks to reference the US Treasury T-bill rates for 3 months is 0.06%; 1 year is 0.38%; and a 2 year is 0.40% as of the date of this report. The Town's portfolio yield far exceeds these benchmarks.

2021 Q4 Economic Recap and Rate Outlook

In 2021, inflation surged to its highest levels in a generation, led largely by prices for fuel, cars and major appliances while snarled supply chains bred chaos in ports, rail hubs and grocery stores. Housing prices remained elevated too, with median home sales prices spiking in many locales. Buoyed by generous federal income supports, and a boom in consumer spending as vaccination spread and social distancing eased, American economic growth shot to levels almost double pre-pandemic figures. Unemployment dropped much faster than was predicted, recovering at an impressive clip in comparison to the sluggish recovery from the Great Recession.

Economists expect many of these features to remain a persistent part of the economic landscape in 2022, although in a more muted fashion than last year. Policymaking in D.C. is likely to be more conservative, with as many as four interest rate hikes possible this year and far less fiscal spending forecasted. Even if some version of President Joe Biden's Build Back Better bill does pass it is not likely to inject much money into the economy in the short term, unlike 2021's American Rescue Plan Act.

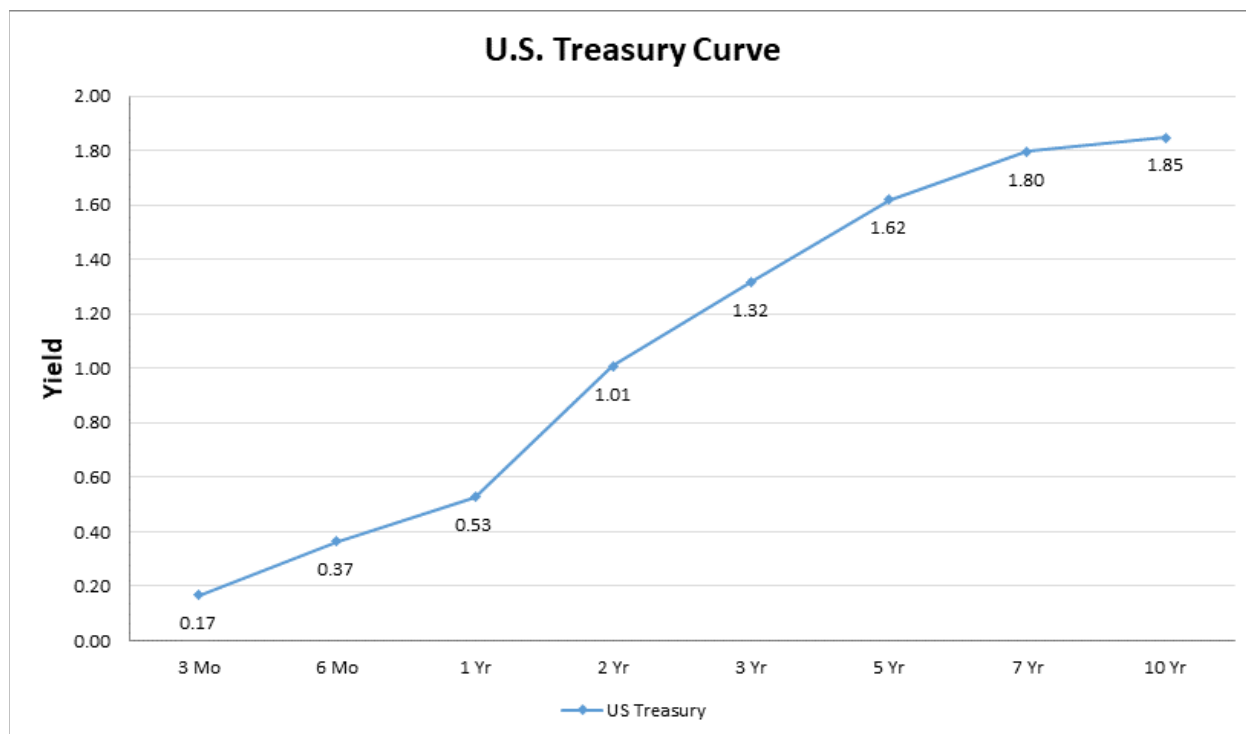
Meanwhile, wages for lower income workers surged ahead of inflation as employers had to lure people out of their homes and compete with pay raises and mass hiring by major corporations like Amazon and Walmart. Labor strikes, union drives and other worker actions saw a notable uptick, although they remained low by mid-20th-century standards. Higher income workers did not see the same wage increases, although their amassed savings from 2020 provided plenty of cushion.

Economists believe consumer spending will remain elevated in 2022 even without further federal fiscal support, as a result of the strong job market, historically low unemployment and rising wages.

Investment Strategies

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

FINANCE DEPARTMENT
QUARTERLY INVESTMENT REPORT



FINANCE DEPARTMENT
QUARTERLY INVESTMENT REPORT



Quarterly Investment Report

For the Quarter Ended

December 31, 2021

Prepared by the Town of Little Elm Finance Department

Overview of the Quarterly Investment Report

Funds on deposit with depository bank are fully collateralized.

- **YTD Cash and Investments on hand: \$136,136,196.83**
 - 64.96% in depository bank
 - 29.57% invested in Pools
 - 1.80% invested in CDs
 - 3.67% invested in US Agency Bonds
- **Interest Earnings**
 - \$117,589 YTD
 - \$117,589 October to December 2021
- **Average Yield on Portfolio**
 - 0.61% YTD
 - 0.65% at end of 4th Quarter – FY 2020-2021
- **Average Yield Benchmarks**
 - 0.06% Three Month Rolling Treasury Yield
 - 0.38% One Year Rolling Treasury Yield
 - 0.064% TexPool/Logic Average Yield
- **Certification of Investment Policy (Government Treasurers' Organization of Texas)**
 - Awarded for 2-year period ending January 31, 2022
 - Town has submitted for re-certification

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

Kelly Wilson

Kelly Wilson, Chief Financial Officer

Dianne Lawson

Dianne Lawson, Assistant Director of Finance

Investment Portfolio Summary



LITTLE ELM

Investment Policy Compliance

	Days	Compliance
Maturity Range not to exceed 2 Years	196	Yes

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

Kelly Wilson

Dianne Lawson

Dianne Lawson, Assistant Director of Finance

TOWN OF LITTLE ELM

Investment Portfolio Summary

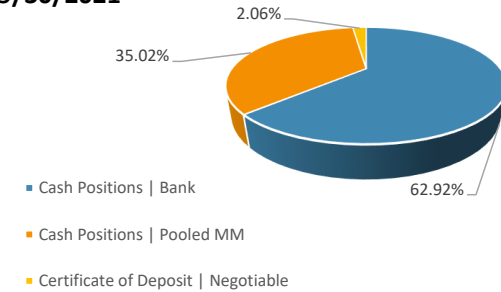
Quarter Ending 12/31/2021



Investment Policy Compliance

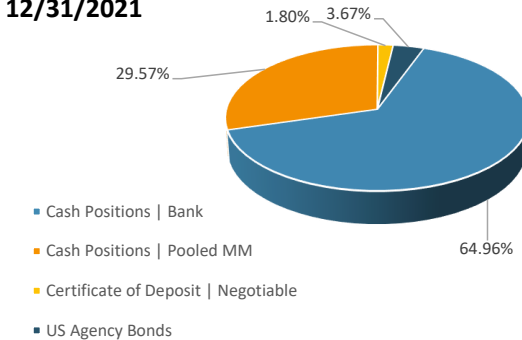
Asset Category	% of Portfolio	YTM @Cost	Days to Maturity	Par Value	Book Value	Market Value
Cash Positions Bank	62.92%	0.65	1	74,877,668.12	74,877,668.12	74,877,668.12
Cash Positions Pooled MM	35.02%	0.05	1	41,683,974.73	41,683,974.73	41,683,974.73
Certificate of Deposit Negotiable	2.06%	1.25	184	2,456,000.00	2,456,000.00	2,470,479.53
	100.00%	0.65%	62	119,017,642.85	119,017,642.85	119,032,122.38

9/30/2021



Asset Category	% of Portfolio	YTM @Cost	Days to Maturity	Par Value	Book Value	Market Value
Cash Positions Bank	64.96%	0.50	1	88,427,937.01	88,427,937.01	88,427,937.01
Cash Positions Pooled MM	29.57%	0.06	1	40,252,685.58	40,252,685.58	40,252,685.58
Certificate of Deposit Negotiable	1.80%	1.25	92	2,456,000.00	2,456,000.00	2,462,324.24
US Agency Bonds	3.67%	0.63	691	5,000,000.00	5,000,000.00	4,993,250.00
	100.00%	0.61%	196	136,136,622.59	136,136,622.59	136,136,196.83

12/31/2021



Investment Policy Compliance

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

	Days	Compliance
Maturity Range not to exceed 2 Years	196	Yes

Town of Little Elm
Portfolio Holdings
Investment Portfolio - by Asset Category
As of 12/31/2021

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
Cash Positions Bank Investments											
Independent Bank Pooled Cash MM	MM5236	12/31/2021	0.500	84,398,765.91	84,398,765.91	84,398,765.91	84,398,765.91	N/A	1	0	62.00%
Independent Bank Section 125 MM	MM3949	12/31/2021	0.500	10,720.20	10,720.20	10,720.20	10,720.20	N/A	1	0	0.01%
Independent Bank Dispersal Funds MM	MM3595	12/31/2021	0.500	6,574.55	6,574.55	6,574.55	6,574.55	N/A	1	0	0.00%
Independent Bank American Recovery Act MM	MM7177	12/31/2021	0.500	1,836,748.00	1,836,748.00	1,836,748.00	1,836,748.00	N/A	1	0	1.35%
Independent Bank CIP Reserve MM	MM7607	12/31/2021	0.500	2,175,128.35	2,175,128.35	2,175,128.35	2,175,128.35	N/A	1	0	1.60%
Sub Total / Average Cash Positions Bank Investments			0.500	88,427,937.01	88,427,937.01	88,427,937.01	88,427,937.01		1	0.00	64.96%
Cash Positions MM Pool Investments											
TexPool Consolidated Ops LGIP	LGIP449	12/31/2021	0.037	7,515,968.66	7,515,968.66	7,515,968.66	7,515,968.66	N/A	1	0	5.52%
TexPool Prime Consolidated Ops LGIP	LGIP590	12/31/2021	0.073	7,260,181.26	7,260,181.26	7,260,181.26	7,260,181.26	N/A	1	0	5.33%
TexPool Prime 2020 CO Bond LGIP	LGIP590	12/31/2021	0.073	1,595,084.85	1,595,084.85	1,595,084.85	1,595,084.85	N/A	1	0	1.17%
LOGIC Prime 2021 CO Bond LGIP	LGIP6001	12/31/2021	0.074	23,881,450.81	23,881,450.81	23,881,450.81	23,881,450.81	N/A	1	0	17.54%
Sub Total / Average Cash Positions MM Pool Investments			0.064	40,252,685.58	40,252,685.58	40,252,685.58	40,252,685.58		1	0.00	29.57%
Certificate of Deposit Negotiable											
Berkshire Bank	084601WX7	03/27/2020	1.200	245,000.00	245,000.00	245,000.00	245,580.65	03/31/2022	90	765.21	9.98%
Nicolet National Bank	654062JU3	03/30/2020	1.150	245,000.00	245,000.00	245,000.00	245,546.35	03/30/2022	89	0.00	9.98%
Merrick Bank	59013KGR1	03/31/2020	1.200	245,000.00	245,000.00	245,000.00	245,588.00	03/31/2022	90	0.00	9.98%
Investors Bank	46176PMY8	03/31/2020	1.250	245,000.00	245,000.00	245,000.00	245,617.40	04/01/2022	91	771.92	9.98%
BMW Bank of North America	05580AWB6	03/31/2020	1.350	245,000.00	245,000.00	245,000.00	245,673.75	03/31/2022	90	833.67	9.98%
Blue Ridge Bank, National Association	09582YAD4	03/31/2020	1.200	245,000.00	245,000.00	245,000.00	245,580.65	03/31/2022	90	741.04	9.98%
Bank Leumi USA	063248KP2	03/31/2020	1.250	245,000.00	245,000.00	245,000.00	245,673.75	03/31/2022	90	824.61	9.98%
Cadence Bank	12738RFX7	03/31/2020	1.200	245,000.00	245,000.00	245,000.00	245,580.65	04/01/2022	91	732.99	9.98%
Capital One National Bank	14042RPL9	04/08/2020	1.350	248,000.00	248,000.00	248,000.00	248,741.52	04/08/2022	98	770.50	10.10%
Capital One Bank	14042TDG9	04/08/2020	1.350	248,000.00	248,000.00	248,000.00	248,741.52	04/08/2022	98	770.50	10.10%
Sub Total / Average Certificate of Deposit Negotiable			1.250	2,456,000.00	2,456,000.00	2,456,000.00	2,462,324.24		92	6,210.44	1.80%
US Agency Bonds											
FHLB	3130APQN8	11/22/2021	0.625	5,000,000.00	5,000,000.00	5,000,000.00	4,993,250.00	11/22/2023	691	3,385.42	3.67%
Sub Total / Average US Agency Bonds			0.625	5,000,000.00	5,000,000.00	5,000,000.00	4,993,250.00		691	3,385.42	3.67%
Total / Average			0.61	136,136,622.59	136,136,622.59	136,136,622.59	136,136,196.83		196	9,595.86	1.00

TOWN OF LITTLE ELM

Investment Portfolio Summary

Quarter Ending 12/31/2021



Investment Policy Compliance | Maturity Range

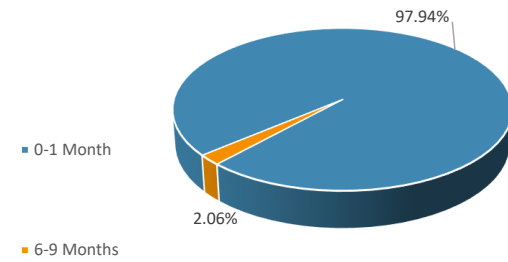
Maturity Range	% of Portfolio	YTM @Cost	Days to Maturity	Book Value
0-1 Month	97.94%	0.35	1	116,561,642.85
6-9 Months	2.06%	1.25	184	2,456,000.00
	100.00%	0.80%	62	119,017,642.85

Maturity Range	% of Portfolio	YTM @Cost	Days to Maturity	Book Value
0-1 Month	94.52%	0.28	1	128,680,622.59
6-9 Months	1.80%	1.25	92	2,456,000.00
1-2 Years	3.67%	0.63	691	5,000,000.00
	100.00%	0.72%	196	136,136,622.59

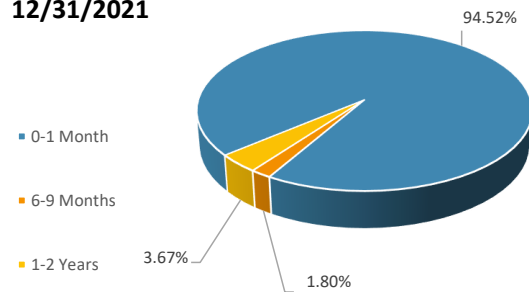
Investment Policy Compliance

Authorized Investments	Days	Compliance
Maturity Range not to exceed 2 Years	196	Yes

9/30/2021



12/31/2021



Town of Little Elm
Portfolio Holdings
Investment Portfolio - by Maturity Range
As of 12/31/2021

Description	CUSIP/Ticker	Maturity Date	Days To Maturity	Settlement Date	Book Value	Market Value	% of Portfolio
0-1 Month							
Independent Bank Pooled Cash MM	MM5236	12/31/2021	1		84,398,765.91	84,398,765.91	62.00%
Independent Bank Section 125 MM	MM3949	12/31/2021	1		10,720.20	10,720.20	0.01%
Independent Bank Dispersal Funds MM	MM3595	12/31/2021	1		6,574.55	6,574.55	0.00%
Independent Bank American Recovery Act MM	MM7177	12/31/2021	1		1,836,748.00	1,836,748.00	1.35%
Independent Bank CIP Reserve MM	MM7607	12/31/2021	1		2,175,128.35	2,175,128.35	1.60%
TexPool Consolidated Ops LGIP	LGIP449	12/31/2021	1		7,515,968.66	7,515,968.66	5.52%
TexPool Prime Consolidated Ops LGIP	LGIP590	12/31/2021	1		7,260,181.26	7,260,181.26	29.57%
TexPool Prime 2020 CO Bond LGIP	LGIP590	12/31/2021	1		1,595,084.85	1,595,084.85	1.17%
LOGIC Prime 2021 CO Bond LGIP	LGIP6001	12/31/2021	1		23,881,450.81	23,881,450.81	17.54%
Total / Average 0-1 Month			1		128,680,622.59	128,680,622.59	94.52%
6-9 Months							
Berkshire Bank	084601WX7	03/31/2022	90	03/27/2020	245,000.00	245,580.65	9.98%
Nicolet National Bank	654062JU3	03/30/2022	89	03/30/2020	245,000.00	245,546.35	9.98%
Merrick Bank	59013KGR1	03/31/2020	90	03/31/2022	245,000.00	245,588.00	9.98%
Investors Bank	46176PMY8	03/31/2020	91	04/01/2022	245,000.00	245,617.40	9.98%
BMW Bank of North America	05580AWB6	03/31/2022	90	03/31/2020	245,000.00	245,673.75	9.98%
Blue Ridge Bank, National Association	09582YAD4	03/31/2022	90	03/31/2020	245,000.00	245,580.65	9.98%
Bank Leumi USA	063248KP2	03/31/2022	90	03/31/2020	245,000.00	245,673.75	9.98%
Cadence Bank	12738RFX7	04/01/2022	91	03/31/2020	245,000.00	245,580.65	9.98%
Capital One National Bank	14042RPL9	04/08/2022	98	04/08/2020	248,000.00	248,741.52	10.10%
Capital One Bank	14042TDG9	04/08/2022	98	04/08/2020	248,000.00	248,741.52	10.10%
Total / Average 6-9 Months			92		2,456,000.00	2,462,324.24	1.80%
1-2 Years							
FHLB	3130APQN8	11/22/2023	691	11/22/2021	5,000,000.00	4,993,250.00	3.67%
Total / Average					136,136,622.59	136,136,196.83	1.00

TOWN OF LITTLE ELM

Investment Portfolio Summary

Quarter Ending 12/31/2021



Funds		Par Value	Book Value	Market Value	Accrued Interest
Cash Positions Bank					
Value at	9/30/2021	74,877,668.12	74,877,668.12	74,877,668.12	-
	Net Change	13,550,268.89	13,550,268.89	13,550,268.89	-
Value at	12/31/2021	88,427,937.01	88,427,937.01	88,427,937.01	-
Cash Positions Pool Investments					
Value at	9/30/2021	41,683,974.73	41,683,974.73	41,683,974.73	-
	Net Change	(1,431,289.15)	(1,431,289.15)	(1,431,289.15)	-
Value at	12/31/2021	40,252,685.58	40,252,685.58	40,252,685.58	-
Certificate of Deposit Negotiable					
Value at	9/30/2021	2,456,000.00	2,456,000.00	2,470,479.53	7,490.93
	Net Change	-	-	(8,155.29)	(1,280.49)
Value at	12/31/2021	2,456,000.00	2,456,000.00	2,462,324.24	6,210.44
US Government Bonds					
Value at	9/30/2021	-	-	-	-
	Net Change	5,000,000.00	5,000,000.00	4,993,250.00	3,385.42
Value at	12/31/2021	5,000,000.00	5,000,000.00	4,993,250.00	3,385.42
Total Portfolio		Par Value	Book Value	Market Value	Accrued Interest
Value at	9/30/2021	119,017,642.85	119,017,642.85	119,032,122.38	7,490.93
	Net Change	17,118,979.74	17,118,979.74	17,104,074.45	2,104.93
Value at	12/31/2021	136,136,622.59	136,136,622.59	136,136,196.83	9,595.86

TOWN OF LITTLE ELM

Investment Portfolio Interest Earnings

Quarter Ending 12/31/2021



Interest Earnings

Funds	FY 2020 Interest Earnings	FY 2021 Interest Earnings	Oct-21	Nov-21	Dec-21	1st Qtr FY 2022
General Operating	408,184	174,622	11,127	7,494	10,696	29,317
Special Revenue Fund	63,758	58,815	6,035	3,935	3,538	13,508
Interest and Sinking	41,213	22,613	549	483	1,499	2,531
Equipment Replacement Fund	53,632	32,981	2,508	2,913	1,397	6,819
Enterprise Funds	424,323	247,995	18,319	10,947	10,954	40,220
Economic Agreements/TIRZ	66,432	14,440	688	436	379	1,503
Community Development 4B Corporation	9,095	9,612	677	477	447	1,601
General Capital Project Funds	303,605	94,018	9,641	6,149	6,299	22,089
Total Cash and Investments	1,324,115	655,096	49,545	32,835	35,210	117,589

Interest Earnings

Investment Type	FY 2020 Interest Earnings	FY 2021 Interest Earnings	Oct-21	Nov-21	Dec-21	1st Qtr FY 2022
Cash Positions Bank	922,000	497,865	41,730	30,374	32,316	104,421
Cash Positions Pooled	185,688	15,186	1,448	1,490	2,420	5,359
Certificate of Deposit Negotiable	216,427	142,045	6,367	970	473	7,810
Total Cash and Investments	1,324,115	655,096	49,545	32,835	35,210	117,589



Date: 02/01/2022
Agenda Item #: 5. E.
Department: Community Services
Strategic Goal: Ensure strong relationship within the community and region
Staff Contact: Chad Hyde, Director of Community Services

AGENDA ITEM:

Consider Action to Approve **Four (4) Appointments to the Community Development Corporation (CDC) Board of Directors.**

DESCRIPTION:

The Little Elm Community Development Corporation (CDC) is a 4B Corporation established under the Development Corporation Act of 1979. The CDC is tasked with the promotion and development of new or expanded business enterprises, parks, and other community projects.

This board has seven (7) Board Members who are appointed by Town Council. This item will appoint four (4) Board Members to fill terms that expired on October 20, 2021.

On January 17, 2021, Nine (9) applicants were interviewed by the Interview Committee, which included Mayor Curtis Cornelious, Mayor Pro Tem Neil Blais, Council Member/CDC Liaison Lisa Norman, CDC Chairperson Edee Hansen, and CDC Board Member Ernestine Burtley.

The Interview Committee recommends the reappointment of Steve Petrasic, Steve McGee, Jan Eaken, and Jennifer Ward for two (2) year terms. All applicants have passed a background check.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.



Town Council Meeting

Date: 02/01/2022
Agenda Item #: 5. F.
Department: Development Services
Strategic Goal: Maximize community recreation and leisure activities
Staff Contact: Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Approve the **Final Acceptance of the Little Elm Aquatic Center North Parking Addition Project. (Contract #2021-06).**

DESCRIPTION:

In January 2021, Town Council awarded a contract to Austin Raymond Construction, LLC for the Aquatic Center North Parking Addition Project. The project consisted of installing a parking area that provides eighty (80) additional parking spaces located just north of the aquatic center. The project also included landscaping, lighting, and sidewalk improvements. The project is complete, and staff has received all final closeout documents.

BUDGET IMPACT:

Funding for the project was allocated in Capital Improvement Funds:

\$	411,829.82	Original Contract Amount
\$	(8,500.00)	Pay Item Underruns
\$	403,329.82	Final Contract Amount
\$	20,166.49	Retainage Due (5%)

RECOMMENDED ACTION:

Staff recommends approval of the final acceptance and authorizing the release of \$20,166.49 in retainage funds.

Attachments

Final Pay Application



TOWN OF LITTLE ELM PAYMENT APPLICATION

PROJECT:	Aquatic Center Parking Lot Expansion (2021-06)		Pay App # 6 (final)
CONTRACTOR:	Texas Civil Construction		
ENGINEER:	Brannon Corporation		
PAYMENT PERIOD:	From <u>Dec 1, 2021</u>	to <u>December 31, 2021</u>	PO <u> </u>

Original Contract Amount	\$	411,829.82
Approved Change Orders	\$	0.00
Current Contract Amount with Change Orders	\$	411,829.82
A. Total Value of Work this Estimate - Exhibit A: Column H	\$	0.00
B Total Materials on Hand this Estimate - Exhibit A: Column I		0.00
C Total A + B (Retainage Calculated)		0.00
D. Amount Retained this Period (C x 5%)	\$	0.00
F BALANCE DUE THIS STATEMENT (C - D)	\$	20,166.49
G PREVIOUS PAYMENTS	\$	383,163.33
H PERCENTAGE OF CONTRACT PAID TO DATE		93.04%

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

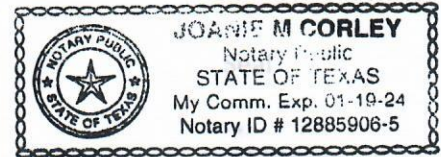

Signature

Tracy Raymond
Printed Name & Title

1/6/22
Date

Subscribed and sworn to before me this 6 day of January, 20 22

Notary Public: Joanie Corley
Commission Expires 1-19-24



Recommended for Payment by: RETAINAGE ONLY
Engineer of Record

Date

Approved for Payment by: RETAINAGE ONLY
Inspector

Date

RETAINAGE ONLY
Department Representative

Date

Wesley Brandon
Wesley Brandon, P.E., Town Engineer

1/8/2022
Date

SUBMIT BY THE 10TH OF EACH MONTH WITH EXHIBITS

PAYMENT REQUEST - EXHIBIT A: PAYMENT DETAILS

2021-06 Aquatics Center Parking Addition

Bid #/Project Name

Texas Civil Construction
CONTRACTOR

BASE BID																	
A	B	C	D	E	F			G	H	I							
ITEM	ITEM DESCRIPTION	QTY	UOM	UNIT PRICE	CONTRACT AMOUNT	Pay App 4	Quantity This Estimate	of Work Completed	Materials on Hand								
BASE BID																	
1	Implementation of a Storm Water Pollution Prevention Plan	1	LS	\$4,500.00	\$4,500.00	1.00	0.00	0.00	0.00								0.00
2	Remove existing gravel driveway	1	LS	\$1,000.00	\$1,000.00	1.00	0.00	0.00	0.00								0.00
3	Remove concrete driveway and concrete sidewalks	72	SY	\$15.00	\$1,080.00	72.00	0.00	0.00	0.00								0.00
4	Remove existing concrete curb gutter in Lakeshore Drive R.O.W.	56	LF	\$15.00	\$840.00	56.00	0.00	0.00	0.00								0.00
5	Construction of new storm inlet with 24" grate frame on existing 18" storm sew	1	LS	\$4,500.00	\$4,500.00	1.00	1.00	0.00	0.00								0.00
6	Clearing and grubbing project area	1	LS	\$5,000.00	\$5,000.00	1.00	0.00	0.00	0.00								0.00
7	Site grading	1	LS	\$26,500.00	\$26,500.00	1.00	0.00	0.00	0.00								0.00
8	Pavement subgrade preparation	4146	SY	\$2.50	\$10,365.00	4,146.00	0.00	0.00	0.00								0.00
9	Pavement base stabilization, applied at a rate of 40 lb/Sy	83	TON	\$200.00	\$16,600.00	83.00	0.00	0.00	0.00								0.00
10	Install lime for pavement base stabilization and compact subgrade to 95% standard proctor, 8" deep and 6" from back of curb	4146	SY	\$3.67	\$15,215.82	4,146.00	0.00	0.00	0.00								0.00
11	New gravel driveway to 6" depth (flex base or other approved material)	184	SY	\$20.00	\$3,680.00	184.00	0.00	0.00	0.00								0.00
12	New 6" thick reinforced concrete pavement for aisles and driveways, with expansion and contraction joints	1950	SY	\$51.00	\$99,450.00	1,950.00	0.00	0.00	0.00								0.00
13	New 5" thick reinforced concrete pavement for parking stalls, with expansion and contraction joint	1755	SY	\$47.00	\$82,485.00	1,755.00	0.00	0.00	0.00								0.00
14	New 5' wide reinforced concrete sidewalks and associated curb ramps	245	SY	\$75.00	\$18,375.00	245.00	0.00	0.00	0.00								0.00
15	Construction of 6" reinforced concrete curb, monolithic with pavement	1390	LF	\$3.50	\$4,865.00	1,390.00	0.00	0.00	0.00								0.00
16	Repair of sidewalks in the R.O.W.	25	SY	\$85.00	\$2,125.00	25.00	0.00	0.00	0.00								0.00
17	Repair of curb and gutter in the R.O.W	34	LF	\$55.00	\$1,870.00	34.00	0.00	0.00	0.00								0.00
18	Parking lot striping	1586	LF	\$1.50	\$2,379.00	1,586.00	0.00	0.00	0.00								0.00
19	Construction of an 18" diameter N-12 HDPE drainage culvert	1	LS	\$1,000.00	\$1,000.00	1.00	0.00	0.00	0.00								0.00
20	Conduit, conductors, controls, power supply, foundations, light standards, luminares, and all pieces and parts required for parking lot lighting	1	LS	\$60,000.00	\$60,000.00	1.00	0.00	0.00	0.00								0.00
21	Installation of landscaping and irrigation improvements within the project area	1	LS	\$50,000.00	\$50,000.00	0.83	0.00	0.00	0.00								0.00
Total Base Bid					\$411,829.82	\$403,329.82			\$0.00								\$0.00

2021-06 Aquatics Center Parking Addition

Texas Civil Construction
CONTRACTOR

Total All Items	\$411,829.82	\$0.00	\$0.00
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				CONTRACT AMOUNT	Pay App 4				
Street Items (1.1 - 1.21, 1.42)				411,829.82	403,329.82				
Utility Items (1.22 - 1.41)				0.00	0.00				
Total				411,829.82	403,329.82				

**CONTRACTOR'S AFFIDAVIT
OF
CONSENT OF SURETY COMPANY TO FINAL PAYMENT**

Owner Information:

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

Contractor Information:

Texas Civil Construction
121 Alexander Ln
BoysE City TX 75189

Project (Bid/Contract) #:

2021-06

Project Name:

Aquatic Center Parking Addition

Contract Date:

03/01/21

Bond Number:

TX6613755

Bond Amount:

403,329.82

In accordance with the provisions of the Contract between the Owner and the Contractor listed above and the surety listed above for bond listed above, Surety here approves the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the surety of any of its obligations to the Owner.

Allen

Printed Name

Blaine Allen
Attorney-in-Fact

Title

Merchants Bonding Company (Mutual)

Surety Company

Seal:

Subscribed and sworn before me this

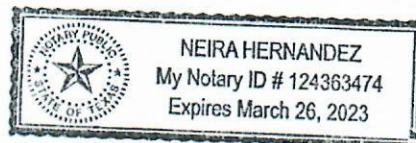
4th day of January, 2022, 2018.

My Commission Expires:

03/26/2023

Notary:

Neira Hernandez



MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Blaine Allen; Brady K Cox; Brent Baldwin; Brock Baldwin; Chandler Nazzari; Cynthia A Alford; John A Aboumrad; Keith Rogers; Michael B Hill; Molly Reagan Salazar; Russ Frenzel; Samuel Freireich; Sylvia Thomas; William D Baldwin

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 14th day of December, 2021.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 14th day of December 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 4th day of January, 2022.



William Warner Jr.
Secretary

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

Owner Information:

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

Contractor Information:

Texas Civil Construction
121 Alexander Lane
Royse City TX 75189

Project (Bid/Contract) #:

Project Name:

Contract Date:

Aquatic Center Parking Addition

State of Texas

County:

Rockwall

§

§

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

Exceptions: If non, write "None"

NONE

Supporting Documents Attached:

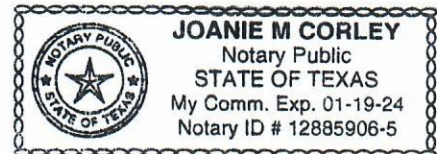
A separate release or Waiver of Liens from each Subcontractor, material or equipment supplier must
1 be attached:

Tracy Bryant
Printed Name

[Signature]
Signature

Manager
Title

Seal:



Subscribed and sworn before me this
6 day of January, 2018: 22

My Commission Expires:

1-19-24

Notary: Joanie Corley

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

Owner Information:

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

Contractor Information:

Texas Civil Const
131 Alexander Ln
Boysse City 75189

Project (Bid/Contract) #:

Project Name:

Aquatic Center Parking Addition

Contract Date:

State of Texas

County:

Rockwall §
§

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

Exceptions: If non, write "None"

NONE

Supporting Documents Attached:

A separate release or Waiver of Liens from each Subcontractor, material or equipment supplier must

1 be attached.

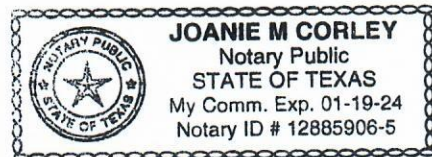
2 Contractor's Affidavit of Release of Liens

Tracy Raymond
Printed Name

[Signature]
Signature

Manager
Title

Seal:



Subscribed and sworn before me this

6 day of January, 2018.

My Commission Expires:

1-19-24

Notary:

Joanie Corley



Town Council Meeting

Date: 02/01/2022
Agenda Item #: 5. G.
Department: Finance
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to Approve the **Unaudited Quarterly Budget Report for the Quarter ending December 31, 2021, for FY 2021-2022.**

DESCRIPTION:

The purpose of this item is to provide Town Council a report of the Town's financial performance to the adopted Budget of Revenues and Expenditures for the first quarter of the Fiscal Year 2021-2022.

BUDGET IMPACT:

Council approved the Town's operating budgets for FY 2021-2022 in September. To highlight a few areas of revenue sources and expenditures in the General Fund, Park and Recreation Fund and the Water and Sewer Fund are as follows:

General Fund major revenue sources are property tax, sales tax and building permits. All three of these revenue streams are indicators of the Town's economic conditions. We have collected over half of the assessed property tax levy through December and are on track based on budget. Sales tax collections are strong and exceeding budget by 21.3%. Due to posting the accruals for sales tax, the financial report only shows the October taxable sales posted in December. Building permit revenue year to date collections reflect 43% of the annual budgeted revenue. We expect the housing market to continue to be strong and exceed the annual budget. Total budgeted revenue year to date is at 47% and is on target. The expenditures of the General Fund reflects 32% of budget. This includes encumbrances that reflect the full budget amount so that is why you see the year to date used higher than the 25% target.

Park and Recreation Fund major revenue sources comes from membership fees for the recreation center and the aquatic center along with the special events provided to the community. The membership numbers are coming in strong after last year's closure due to the pandemic. Revenue from membership fees for the recreation center is 28% higher than prior to the pandemic. With the opening of the Cove in March 2021, we are seeing strong membership numbers. Finance and Parks will continue to benchmark after having a year of data. We have had two special events since the

new fiscal year. The Pumpkin Hollow was a successful event with great attendance. The event was able to obtain a small profit. The Magic of Lights was brought back to the Town for the second year. This event was not as high in attendance as it was the first time. Special Events is looking into other options for next year Christmas event.

Water and Sewer Fund major revenue source are charges for services to provide water and sewer services. This fiscal year residents saw a 2% increase in water rates and no increase in sewer rates. Billing is reflecting 21% of budgeted revenue through the first quarter. We have billed over 359 million gallons of water usage and purchased 410 million gallons of water from NTMWD. The water purchases budget reflects 26% of the water-sewer funds expenditure budget. Expenditures are in line with the budget.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Memo to TM Qtrly Financial Report for FY 2022

Q1 Financial Highlights for FY 2022

MEMORANDUM

TO: MATTHEW MUELLER, TOWN MANAGER
FROM: KELLY WILSON, CHIEF FINANCIAL OFFICER
SUBJECT: INVESTMENT REPORT FOR QUARTER ENDING DECEMBER 31, 2021
CC: MAYOR AND COUNCIL

Attached is the Quarterly Investment Report for the first quarter ending December 31, 2021 Fiscal Year 2021-2022. This report complies with the requirements of the Town's Investment Policy and the Public Fund's Investment Act as amended. For the period ending December 31, 2021, the Town's portfolio consisted of the following investments:

Portfolio by Type	Average Yield	Total Invested	Percent of Total
Money Market - Independent Financial	0.50%	\$88,427,937.01	64.96%
TexPool/TexPool Prime	0.06%	40,252,685.58	29.57%
Certificate of Deposit	1.25%	2,462,324.24	1.80%
US Agency Bonds	0.63%	4,993,250.00	3.67%
Total Portfolio (Avg)	0.61%	\$136,136,196.83	100.00%

The Town has been actively diversifying the investment portfolio in order to minimize risk of over 50% of funds in one portfolio type as well as capturing a better yield. However, due to the market rates on investments, Finance has maintained higher balances in the Money Market investments at Independent Bank based on the rates provided to the Town. All Funds on deposit with Independent Financial are fully secured and safeguarded as well as collateralized. Total interest earned for the first quarter ending December 31, 2021 was \$117,589. This reflects the Town's year-to-date interest earnings for Fiscal Year 2021-2022.

Total cash and investments for the period ending December 31, 2021 was \$136,136,196.83. The variance increase of \$17,104,075 from the last quarterly investment report is primarily due to the Town's collections of property taxes which are normally received in December each year. Offsetting operating money market accounts reduced for cash flowing CIP projects and operational expenses. The cash flow is important for Finance to monitor in order to provide cash availability for expenditures while minimizing risk, preventing early redemptions of investments, and maximizing interest earnings.

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

FINANCE DEPARTMENT
QUARTERLY INVESTMENT REPORT

The total portfolio yield fiscal year-to-date is 0.61%. While some benchmarks to reference the US Treasury T-bill rates for 3 months is 0.06%; 1 year is 0.38%; and a 2 year is 0.40% as of the date of this report. The Town's portfolio yield far exceeds these benchmarks.

2021 Q4 Economic Recap and Rate Outlook

In 2021, inflation surged to its highest levels in a generation, led largely by prices for fuel, cars and major appliances while snarled supply chains bred chaos in ports, rail hubs and grocery stores. Housing prices remained elevated too, with median home sales prices spiking in many locales. Buoyed by generous federal income supports, and a boom in consumer spending as vaccination spread and social distancing eased, American economic growth shot to levels almost double pre-pandemic figures. Unemployment dropped much faster than was predicted, recovering at an impressive clip in comparison to the sluggish recovery from the Great Recession.

Economists expect many of these features to remain a persistent part of the economic landscape in 2022, although in a more muted fashion than last year. Policymaking in D.C. is likely to be more conservative, with as many as four interest rate hikes possible this year and far less fiscal spending forecasted. Even if some version of President Joe Biden's Build Back Better bill does pass it is not likely to inject much money into the economy in the short term, unlike 2021's American Rescue Plan Act.

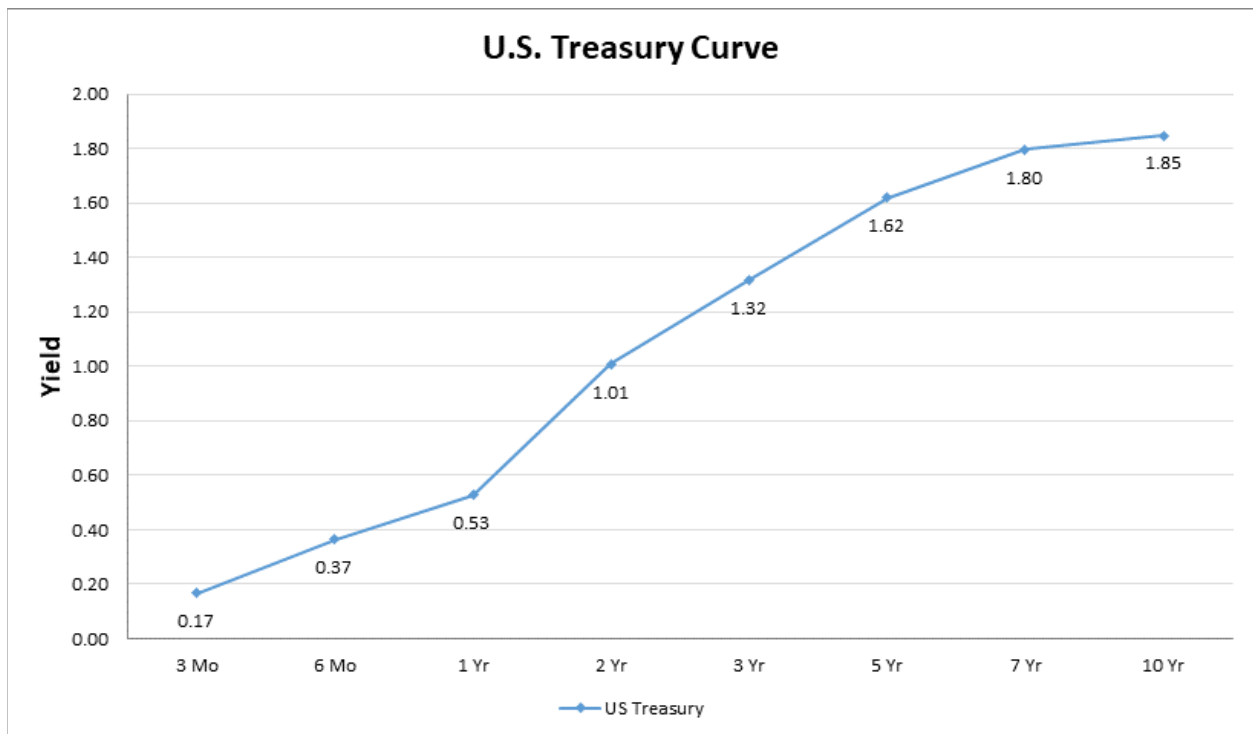
Meanwhile, wages for lower income workers surged ahead of inflation as employers had to lure people out of their homes and compete with pay raises and mass hiring by major corporations like Amazon and Walmart. Labor strikes, union drives and other worker actions saw a notable uptick, although they remained low by mid-20th-century standards. Higher income workers did not see the same wage increases, although their amassed savings from 2020 provided plenty of cushion.

Economists believe consumer spending will remain elevated in 2022 even without further federal fiscal support, as a result of the strong job market, historically low unemployment and rising wages.

Investment Strategies

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

FINANCE DEPARTMENT
QUARTERLY INVESTMENT REPORT



FINANCE DEPARTMENT
QUARTERLY INVESTMENT REPORT



Quarterly Investment Report

For the Quarter Ended

December 31, 2021

Prepared by the Town of Little Elm Finance Department

Overview of the Quarterly Investment Report

Funds on deposit with depository bank are fully collateralized.

- **YTD Cash and Investments on hand: \$136,136,196.83**
 - 64.96% in depository bank
 - 29.57% invested in Pools
 - 1.80% invested in CDs
 - 3.67% invested in US Agency Bonds
- **Interest Earnings**
 - \$117,589 YTD
 - \$117,589 October to December 2021
- **Average Yield on Portfolio**
 - 0.61% YTD
 - 0.65% at end of 4th Quarter – FY 2020-2021
- **Average Yield Benchmarks**
 - 0.06% Three Month Rolling Treasury Yield
 - 0.38% One Year Rolling Treasury Yield
 - 0.064% TexPool/Logic Average Yield
- **Certification of Investment Policy (Government Treasurers' Organization of Texas)**
 - Awarded for 2-year period ending January 31, 2022
 - Town has submitted for re-certification

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

Kelly Wilson

Kelly Wilson, Chief Financial Officer

Dianne Lawson

Dianne Lawson, Assistant Director of Finance

Investment Portfolio Summary



LITTLE ELM

Investment Policy Compliance

	Days	Compliance
Maturity Range not to exceed 2 Years	196	Yes

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

Kelly Wilson

Dianne Lawson

Dianne Lawson, Assistant Director of Finance

TOWN OF LITTLE ELM

Investment Portfolio Summary

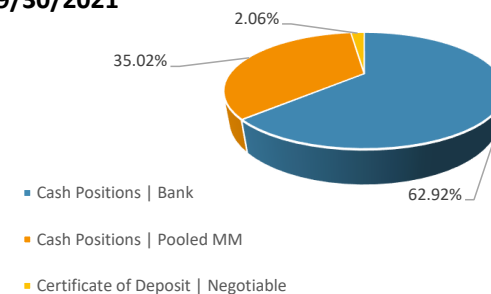
Quarter Ending 12/31/2021



Investment Policy Compliance

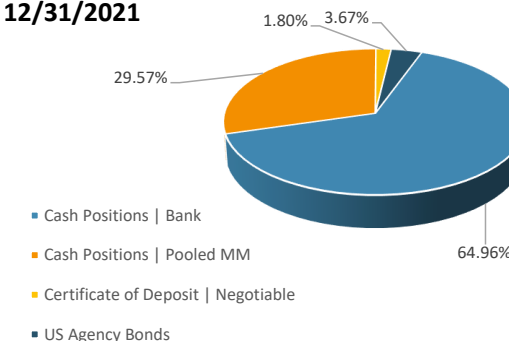
Asset Category	% of Portfolio	YTM @Cost	Days to Maturity	Par Value	Book Value	Market Value
Cash Positions Bank	62.92%	0.65	1	74,877,668.12	74,877,668.12	74,877,668.12
Cash Positions Pooled MM	35.02%	0.05	1	41,683,974.73	41,683,974.73	41,683,974.73
Certificate of Deposit Negotiable	2.06%	1.25	184	2,456,000.00	2,456,000.00	2,470,479.53
	100.00%	0.65%	62	119,017,642.85	119,017,642.85	119,032,122.38

9/30/2021



Asset Category	% of Portfolio	YTM @Cost	Days to Maturity	Par Value	Book Value	Market Value
Cash Positions Bank	64.96%	0.50	1	88,427,937.01	88,427,937.01	88,427,937.01
Cash Positions Pooled MM	29.57%	0.06	1	40,252,685.58	40,252,685.58	40,252,685.58
Certificate of Deposit Negotiable	1.80%	1.25	92	2,456,000.00	2,456,000.00	2,462,324.24
US Agency Bonds	3.67%	0.63	691	5,000,000.00	5,000,000.00	4,993,250.00
	100.00%	0.61%	196	136,136,622.59	136,136,622.59	136,136,196.83

12/31/2021



Investment Policy Compliance

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

	Days	Compliance
Maturity Range not to exceed 2 Years	196	Yes

Town of Little Elm
Portfolio Holdings
Investment Portfolio - by Asset Category
As of 12/31/2021

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
Cash Positions Bank Investments											
Independent Bank Pooled Cash MM	MM5236	12/31/2021	0.500	84,398,765.91	84,398,765.91	84,398,765.91	84,398,765.91	N/A	1	0	62.00%
Independent Bank Section 125 MM	MM3949	12/31/2021	0.500	10,720.20	10,720.20	10,720.20	10,720.20	N/A	1	0	0.01%
Independent Bank Dispersal Funds MM	MM3595	12/31/2021	0.500	6,574.55	6,574.55	6,574.55	6,574.55	N/A	1	0	0.00%
Independent Bank American Recovery Act MM	MM7177	12/31/2021	0.500	1,836,748.00	1,836,748.00	1,836,748.00	1,836,748.00	N/A	1	0	1.35%
Independent Bank CIP Reserve MM	MM7607	12/31/2021	0.500	2,175,128.35	2,175,128.35	2,175,128.35	2,175,128.35	N/A	1	0	1.60%
Sub Total / Average Cash Positions Bank Investments			0.500	88,427,937.01	88,427,937.01	88,427,937.01	88,427,937.01		1	0.00	64.96%
Cash Positions MM Pool Investments											
TexPool Consolidated Ops LGIP	LGIP449	12/31/2021	0.037	7,515,968.66	7,515,968.66	7,515,968.66	7,515,968.66	N/A	1	0	5.52%
TexPool Prime Consolidated Ops LGIP	LGIP590	12/31/2021	0.073	7,260,181.26	7,260,181.26	7,260,181.26	7,260,181.26	N/A	1	0	5.33%
TexPool Prime 2020 CO Bond LGIP	LGIP590	12/31/2021	0.073	1,595,084.85	1,595,084.85	1,595,084.85	1,595,084.85	N/A	1	0	1.17%
LOGIC Prime 2021 CO Bond LGIP	LGIP6001	12/31/2021	0.074	23,881,450.81	23,881,450.81	23,881,450.81	23,881,450.81	N/A	1	0	17.54%
Sub Total / Average Cash Positions MM Pool Investments			0.064	40,252,685.58	40,252,685.58	40,252,685.58	40,252,685.58		1	0.00	29.57%
Certificate of Deposit Negotiable											
Berkshire Bank	084601WX7	03/27/2020	1.200	245,000.00	245,000.00	245,000.00	245,580.65	03/31/2022	90	765.21	9.98%
Nicolet National Bank	654062JU3	03/30/2020	1.150	245,000.00	245,000.00	245,000.00	245,546.35	03/30/2022	89	0.00	9.98%
Merrick Bank	59013KGR1	03/31/2020	1.200	245,000.00	245,000.00	245,000.00	245,588.00	03/31/2022	90	0.00	9.98%
Investors Bank	46176PMY8	03/31/2020	1.250	245,000.00	245,000.00	245,000.00	245,617.40	04/01/2022	91	771.92	9.98%
BMW Bank of North America	05580AWB6	03/31/2020	1.350	245,000.00	245,000.00	245,000.00	245,673.75	03/31/2022	90	833.67	9.98%
Blue Ridge Bank, National Association	09582YAD4	03/31/2020	1.200	245,000.00	245,000.00	245,000.00	245,580.65	03/31/2022	90	741.04	9.98%
Bank Leumi USA	063248KP2	03/31/2020	1.250	245,000.00	245,000.00	245,000.00	245,673.75	03/31/2022	90	824.61	9.98%
Cadence Bank	12738RFX7	03/31/2020	1.200	245,000.00	245,000.00	245,000.00	245,580.65	04/01/2022	91	732.99	9.98%
Capital One National Bank	14042RPL9	04/08/2020	1.350	248,000.00	248,000.00	248,000.00	248,741.52	04/08/2022	98	770.50	10.10%
Capital One Bank	14042TDG9	04/08/2020	1.350	248,000.00	248,000.00	248,000.00	248,741.52	04/08/2022	98	770.50	10.10%
Sub Total / Average Certificate of Deposit Negotiable			1.250	2,456,000.00	2,456,000.00	2,456,000.00	2,462,324.24		92	6,210.44	1.80%
US Agency Bonds											
FHLB	3130APQN8	11/22/2021	0.625	5,000,000.00	5,000,000.00	5,000,000.00	4,993,250.00	11/22/2023	691	3,385.42	3.67%
Sub Total / Average US Agency Bonds			0.625	5,000,000.00	5,000,000.00	5,000,000.00	4,993,250.00		691	3,385.42	3.67%
Total / Average			0.61	136,136,622.59	136,136,622.59	136,136,622.59	136,136,196.83		196	9,595.86	1.00

TOWN OF LITTLE ELM

Investment Portfolio Summary

Quarter Ending 12/31/2021



Investment Policy Compliance | Maturity Range

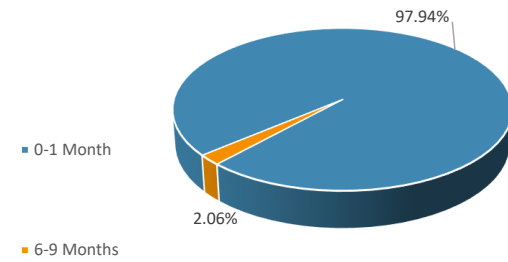
Maturity Range	% of Portfolio	YTM @Cost	Days to Maturity	Book Value
0-1 Month	97.94%	0.35	1	116,561,642.85
6-9 Months	2.06%	1.25	184	2,456,000.00
	100.00%	0.80%	62	119,017,642.85

Maturity Range	% of Portfolio	YTM @Cost	Days to Maturity	Book Value
0-1 Month	94.52%	0.28	1	128,680,622.59
6-9 Months	1.80%	1.25	92	2,456,000.00
1-2 Years	3.67%	0.63	691	5,000,000.00
	100.00%	0.72%	196	136,136,622.59

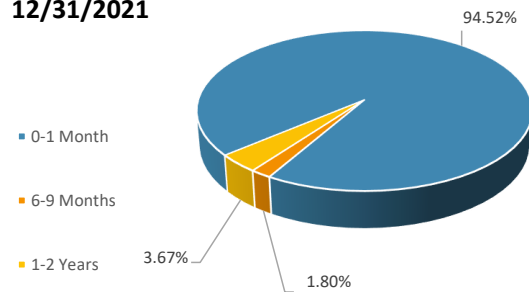
Investment Policy Compliance

Authorized Investments	Days	Compliance
Maturity Range not to exceed 2 Years	196	Yes

9/30/2021



12/31/2021



Town of Little Elm
Portfolio Holdings
Investment Portfolio - by Maturity Range
As of 12/31/2021

Description	CUSIP/Ticker	Maturity Date	Days To Maturity	Settlement Date	Book Value	Market Value	% of Portfolio
0-1 Month							
Independent Bank Pooled Cash MM	MM5236	12/31/2021	1		84,398,765.91	84,398,765.91	62.00%
Independent Bank Section 125 MM	MM3949	12/31/2021	1		10,720.20	10,720.20	0.01%
Independent Bank Dispersal Funds MM	MM3595	12/31/2021	1		6,574.55	6,574.55	0.00%
Independent Bank American Recovery Act MM	MM7177	12/31/2021	1		1,836,748.00	1,836,748.00	1.35%
Independent Bank CIP Reserve MM	MM7607	12/31/2021	1		2,175,128.35	2,175,128.35	1.60%
TexPool Consolidated Ops LGIP	LGIP449	12/31/2021	1		7,515,968.66	7,515,968.66	5.52%
TexPool Prime Consolidated Ops LGIP	LGIP590	12/31/2021	1		7,260,181.26	7,260,181.26	29.57%
TexPool Prime 2020 CO Bond LGIP	LGIP590	12/31/2021	1		1,595,084.85	1,595,084.85	1.17%
LOGIC Prime 2021 CO Bond LGIP	LGIP6001	12/31/2021	1		23,881,450.81	23,881,450.81	17.54%
Total / Average 0-1 Month			1		128,680,622.59	128,680,622.59	94.52%
6-9 Months							
Berkshire Bank	084601WX7	03/31/2022	90	03/27/2020	245,000.00	245,580.65	9.98%
Nicolet National Bank	654062JU3	03/30/2022	89	03/30/2020	245,000.00	245,546.35	9.98%
Merrick Bank	59013KGR1	03/31/2020	90	03/31/2022	245,000.00	245,588.00	9.98%
Investors Bank	46176PMY8	03/31/2020	91	04/01/2022	245,000.00	245,617.40	9.98%
BMW Bank of North America	05580AWB6	03/31/2022	90	03/31/2020	245,000.00	245,673.75	9.98%
Blue Ridge Bank, National Association	09582YAD4	03/31/2022	90	03/31/2020	245,000.00	245,580.65	9.98%
Bank Leumi USA	063248KP2	03/31/2022	90	03/31/2020	245,000.00	245,673.75	9.98%
Cadence Bank	12738RFX7	04/01/2022	91	03/31/2020	245,000.00	245,580.65	9.98%
Capital One National Bank	14042RPL9	04/08/2022	98	04/08/2020	248,000.00	248,741.52	10.10%
Capital One Bank	14042TDG9	04/08/2022	98	04/08/2020	248,000.00	248,741.52	10.10%
Total / Average 6-9 Months			92		2,456,000.00	2,462,324.24	1.80%
1-2 Years							
FHLB	3130APQN8	11/22/2023	691	11/22/2021	5,000,000.00	4,993,250.00	3.67%
Total / Average					136,136,622.59	136,136,196.83	1.00

TOWN OF LITTLE ELM

Investment Portfolio Summary

Quarter Ending 12/31/2021



Funds		Par Value	Book Value	Market Value	Accrued Interest
Cash Positions Bank					
Value at	9/30/2021	74,877,668.12	74,877,668.12	74,877,668.12	-
	Net Change	13,550,268.89	13,550,268.89	13,550,268.89	-
Value at	12/31/2021	88,427,937.01	88,427,937.01	88,427,937.01	-
Cash Positions Pool Investments					
Value at	9/30/2021	41,683,974.73	41,683,974.73	41,683,974.73	-
	Net Change	(1,431,289.15)	(1,431,289.15)	(1,431,289.15)	-
Value at	12/31/2021	40,252,685.58	40,252,685.58	40,252,685.58	-
Certificate of Deposit Negotiable					
Value at	9/30/2021	2,456,000.00	2,456,000.00	2,470,479.53	7,490.93
	Net Change	-	-	(8,155.29)	(1,280.49)
Value at	12/31/2021	2,456,000.00	2,456,000.00	2,462,324.24	6,210.44
US Government Bonds					
Value at	9/30/2021	-	-	-	-
	Net Change	5,000,000.00	5,000,000.00	4,993,250.00	3,385.42
Value at	12/31/2021	5,000,000.00	5,000,000.00	4,993,250.00	3,385.42
Total Portfolio		Par Value	Book Value	Market Value	Accrued Interest
Value at	9/30/2021	119,017,642.85	119,017,642.85	119,032,122.38	7,490.93
	Net Change	17,118,979.74	17,118,979.74	17,104,074.45	2,104.93
Value at	12/31/2021	136,136,622.59	136,136,622.59	136,136,196.83	9,595.86

TOWN OF LITTLE ELM

Investment Portfolio Interest Earnings

Quarter Ending 12/31/2021



Interest Earnings

Funds	FY 2020 Interest Earnings	FY 2021 Interest Earnings	Oct-21	Nov-21	Dec-21	1st Qtr FY 2022
General Operating	408,184	174,622	11,127	7,494	10,696	29,317
Special Revenue Fund	63,758	58,815	6,035	3,935	3,538	13,508
Interest and Sinking	41,213	22,613	549	483	1,499	2,531
Equipment Replacement Fund	53,632	32,981	2,508	2,913	1,397	6,819
Enterprise Funds	424,323	247,995	18,319	10,947	10,954	40,220
Economic Agreements/TIRZ	66,432	14,440	688	436	379	1,503
Community Development 4B Corporation	9,095	9,612	677	477	447	1,601
General Capital Project Funds	303,605	94,018	9,641	6,149	6,299	22,089
Total Cash and Investments	1,324,115	655,096	49,545	32,835	35,210	117,589

Interest Earnings

Investment Type	FY 2020 Interest Earnings	FY 2021 Interest Earnings	Oct-21	Nov-21	Dec-21	1st Qtr FY 2022
Cash Positions Bank	922,000	497,865	41,730	30,374	32,316	104,421
Cash Positions Pooled	185,688	15,186	1,448	1,490	2,420	5,359
Certificate of Deposit Negotiable	216,427	142,045	6,367	970	473	7,810
Total Cash and Investments	1,324,115	655,096	49,545	32,835	35,210	117,589



Date: 02/01/2022
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. 1657 Regarding a Request to Rezone Approximately 4.56 Acres of Land, Currently Zoned as Light Commercial (LC), Generally Located at 2009 and 2011 Oak Grove Parkway, on the North Side of Oak Grove Parkway, within Little Elm's Town Limits, in Order to Establish a New Planned Development District Based on Light Commercial (LC) District Requirements with Modified Development Standards, to Allow a New Commercial Development.**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

Take Action on Ordinance No. 1657:

DESCRIPTION:

Location. Generally located at 2009 and 2011 Oak Grove Parkway, on the north side of Oak Grove Parkway, within Little Elm's town limits.

Background. Subject property consists of an undeveloped parcel and a parcel containing a vacant residential structure, both currently zoned Light Commercial (LC). Due to the limitations of this site, in order to make it work financially, the property owner would need relief from various requirements of the zoning ordinance, and is therefore requesting to rezone the property to a new Planned Development district based on the Light Commercial (LC) district regulations with modified standards.

Recently, the Town has undergone a West Side Study that specifically identified the vision for the subject property as retail/commercial, in the form of neighborhood retail with restaurant or professional offices, not to exceed two stories in height. This is the first application for commercial development in this area post the study's findings, to be evaluated by the Administration for suitability within the West Side Study context.

Proposal. The proposed project consists of five commercial buildings totaling 32,420 square feet, with

an additional approximately 900 square feet of outdoor patio space for the two proposed restaurant tenants. The buildings are projected to be occupied by retail, restaurant, and medical office uses, as well as a restaurant drive-thru.

The property owner is proposing to meet all the requirements outlined within the Light Commercial (LC) zoning district, with the following deviations:

- Rear yard landscape setback and tree planting
- Shared dumpster across property lines
- Dead end fire lanes on the east and west property line
- Shared parking for the overall development

The following sections outline how the proposed development is deviating from the current standards.

Uses. Retail, medical office, and restaurant uses are allowed within the Light Commercial (LC) zoning district.

Design Standards. The proposed elevations show the buildings to be constructed primarily of brick and stone, and minor metal and stucco accents. The proposed building design meets horizontal and vertical building articulation requirements, utilizes muted earth tones, and provides for a clear tripartite design. The current elevations were revised per the Commission's guidance in order to provide a more interesting architectural design, with an added tower element which resembles a lighthouse, closely tying into the Town's lakeside character.

Landscaping. Since the last submittal, the property owner has revised the site plan to be able to provide as much tree planting as possible throughout the site, while still balancing between the provision of the appropriate number of parking spaces versus additional landscape islands. The property owner is also proposing a water feature and art installation meant to tie the theme of the proposed development with the surrounding community. Proposed landscape plans comply with most of the requirements listed in Section 106.06.18 with the exception of the following.

Proposed landscape plans do not provide a 20-foot rear landscape buffer with double row of trees planted within the required rear landscape edge along the residential adjacency, instead providing primarily 5 feet with a single row of trees. The land behind this property is a new single family subdivision, the Enclave at Oak Grove. A board on board screening fence, on top of a masonry retaining wall was constructed as part of the new subdivision, and due to the grade change totals approximately 10 feet in height from grade on subject property. Given the significant grade change and the limited depth of this property, the applicant is requesting relief from the required 20-foot rear landscape buffer with a double row of trees along the back of the property.

Parking. Light Commercial district requires that retail and medical office uses be parked at one space per 200 square feet and restaurant uses at one space per 100 square feet (patios under 500 square feet are exempt from parking requirements). The proposed development consists of 5,070 square feet of restaurant space, requiring 51 parking spaces, and 25,835 square feet of medical office space and retail space, requiring 130 parking spaces; a total requirement of 181 parking spaces. The site plan shows a total of 191 parking spaces to be provided. The plans also show the provision for the required 10 spaces for future electric vehicle charging station infrastructure.

Additionally, the intent is to subdivide the property into five individual lots, with each lot containing a building and not being able to accommodate the appropriate number of parking spaces within that lot. Given the mix of proposed uses and varying hours operation, the property owner is requesting shared parking across property lines.

Fire. The proposed plans show a dead end fire lane on the east and west side of the site in order to be able to tie into the future fire lane of future adjacent development. This is a standard requirement in the Town and the fire department has approved the proposed fire lane layout.

Dumpster. The property owner is proposing to subdivide the property into five separate parcels for the individual buildings. By doing so, the parcel containing Building #3, drive-thru coffee shop, is unable to accommodate an onsite double dumpster as required for each commercial property. Instead, the property owner is requesting the allowance for Building #3 and Building #4 to share a double dumpster enclosure across property lines with the understanding that an agreement will be drawn up and signed in order to ensure cooperation and compliance between the two building owners.

Comprehensive Plan. The future land use of this area is identified as retail and commercial. This area is also part of the recently completed West Side Study which identified neighborhood retail/commercial type of uses as the vision of the frontages along this corridor. The proposed commercial development, to be occupied with future retail, medical office and restaurant tenants, aligns with the Town's vision for this area.

Recommendation to the Commission. The proposed development falls within the vision for future land use in this area and the property owner has worked with Staff in order to ensure the best site layout and building design. Since their original submittal, the property owner has significantly reduced the number of deviations from the Town's development standards, narrowing the request down to just the following waivers:

- Rear yard landscape setback and tree planting
- Shared dumpster across property lines
- Dead end fire lanes on the east and west property line
- Shared parking for the overall development

Given the property's depth limitations and the applicants efforts to meet as many of the Towns requirements as feasible, Staff supports the request for approval as presented. The Planned Development process allows certain properties to customize certain development standards in order to accommodate a unique high quality development that would otherwise not be able to fit into the envelope of a typical zoning district. Staff believes the property owner has provided an enhanced site and landscape design, with high quality, unique building aesthetic, and a development that would overall serve as the catalyst for exceptional redevelopment of this area.

Staff recommended that the Planning and Zoning Commission review this request based on:

- impact and suitability of the proposed development within the context of the existing area
- importance of the development standards from which the property is requesting to vary
- how the proposed development benefits the Town overall
- Town's vision for this area, as outlined by the Town's Comprehensive Plan, Future Land Use Plan, and the recently completed West Side Study

Commission Findings.

At their regular meeting on January 6, 2022, the Planning and Zoning Commission agreed that the applicant has made significant improvements to the quality of the proposed development. The Commission made a recommendation to approve the request as presented, with five in favor and zero against.

BUDGET IMPACT:

There is no budget impact for this item.

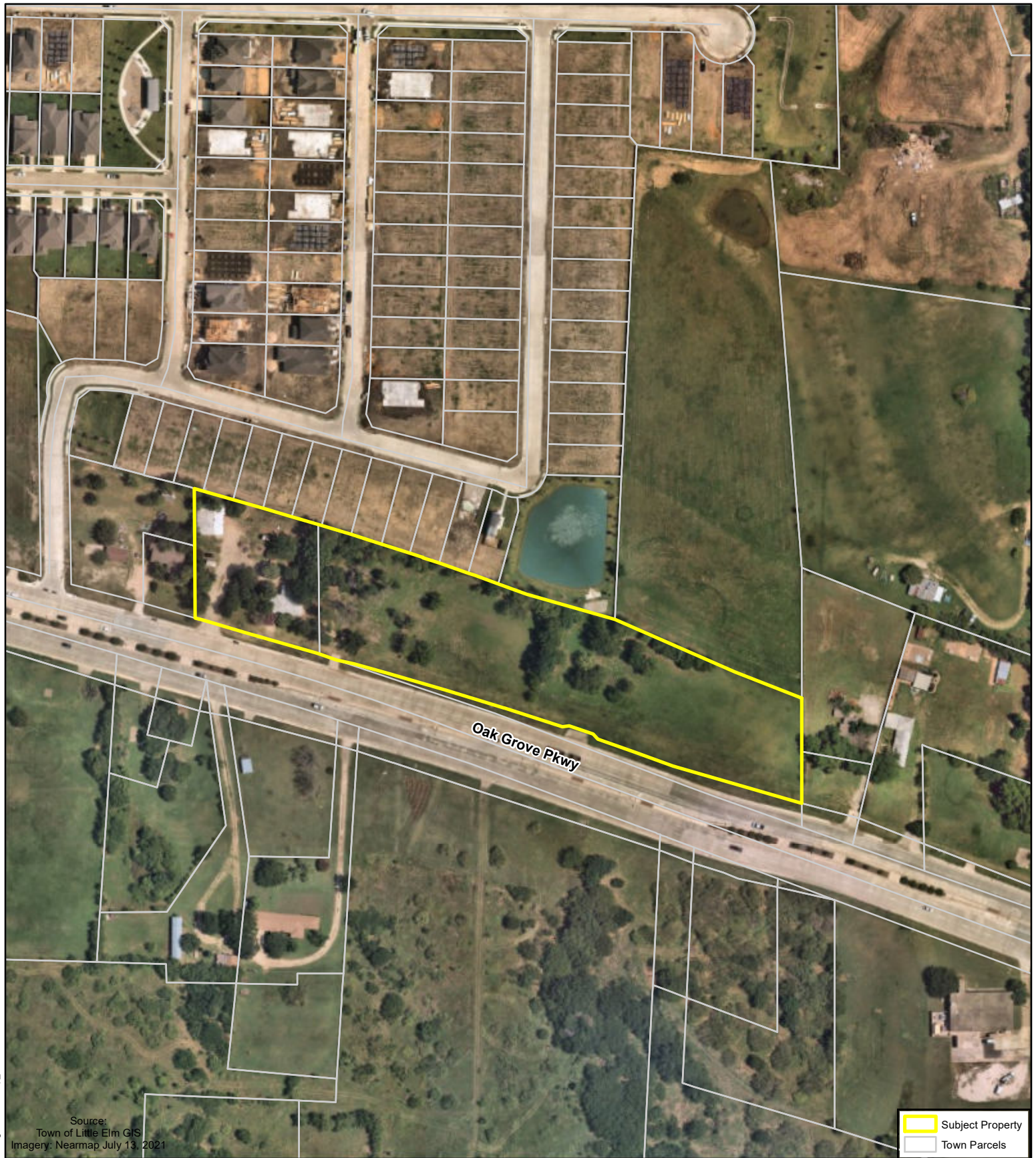
RECOMMENDED ACTION:

The Planning and Zoning Commission recommends approval of the proposed rezoning request as presented.



Attachments

Location Map

Ordinance No. 1657



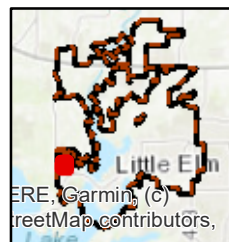
Source:
Town of Little Elm GIS
Imagery: Nearmap July 13, 2021

 Subject Property
 Town Parcels



The Shops at the Lakefront Zoning Ordinance Request

0 175 350 700
Ft



Town of Little Elm Denton County, Tx

Date: 8/17/2021



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. 1657**

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING THE ZONING FROM LIGHT COMMERCIAL (LC) TO A PLANNED DEVELOPMENT – LIGHT COMMERCIAL (PD-LC) DISTRICT IN ORDER TO ALLOW A COMMERCIAL DEVELOPMENT WITH MODIFIED DEVELOPMENT STANDARDS ON 4.56 ACRES OF LAND GENERALLY LOCATED AT 2009 AND 2011 OAK GROVE PARKWAY, ON THE NORTH SIDE OF OAK GROVE PARKWAY; 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 Planned Development-Light Commercial (PD-LC) with modified development standards on approximately 4.56 acres of land currently zoned Light Commercial (LC), more specifically described in 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 zoning change described herein; and

WHEREAS, at its regular meeting held on January 6, 2022 the Planning & Zoning Commission considered and made recommendations on a request for Planned

Development-Light Commercial (PD-LC) (Case No. PD-21-01366); 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 request is 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 Planned Development-Light Commercial (PD-LC) with modified development standards in order to allow a new commercial development, the same generally located at 2009 and 2011 Oak Grove Parkway, on the north side of Oak Grove Parkway, within Little Elm Town limits, approximately 4.56 acres 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 Light Commercial (LC) 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-Light Commercial (PD-LC). 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, images, 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 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 1st day of February, 2022.

Town of Little Elm, Texas

Curtis Cornelious, Mayor

ATTEST:

Caitlan Biggs, Town Secretary

Exhibit A
Metes and Bounds

METES AND BOUNDS

Being a 4.55 acre tract or parcel of land situated in the David M. Cule Survey, Abstract Number 226 in the Town of Little Elm, Denton County, Texas and being all of a called 3.562 acre tract of land described in the deed to Wasefa Ghafur, recorded in Document Number 2012-132836 of the Official Records of Denton County, Texas and all of a tract of land described in the deed to Joseph Albert Schnorr, recorded in Volume 2936, Page 86 of the Real Property Records of Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a capped 1/2" iron rod stamped "BURNS" found at the Southeast corner of said 3.562 acre tract and in the South line of a called 6.225 acre tract of land described in the deed to Robert J. Hertich, recorded in Document Number 2006-124095 of the Official records of Denton County, Texas and in the North right-of-way line of State Highway 720;

THENCE with the South line of said 3.562 acre tract and the common North right-of-way line of said State Highway 720 the following courses and distances:

North 73°45'22" West, a distance of 218.17 feet to a capped 1/2" iron rod stamped "EAGLE SURVEYING" set;

With a curve to the left having a radius of 5794.58 feet, a delta angle of 01°16'31", a chord bearing and distance of North 70°16'25" West, 128.96 feet and an arc length of 128.96 feet to a capped 1/2" iron rod stamped "EAGLE SURVEYING" set;

North 44°39'50" West a distance of 11.29 feet to a capped 1/2" iron rod stamped "EAGLE SURVEYING" set;

North 71°12'41" West, a distance of 40.49 feet to a capped 1/2" iron rod stamped "EAGLE SURVEYING" set;

South 82°14'28" West, a distance of 11.29 feet to a capped 1/2" iron rod stamped "EAGLE SURVEYING" set;

With a curve to the left having a radius of 5794.58 feet, a delta angle of 02°56'47", a chord bearing and distance of North 72°59'05" West, 297.96 feet and an arc length of 297.99 feet to a capped 1/2" iron rod stamped "EAGLE SURVEYING" set;

North 74°27'28" West, a distance of 54.11 feet to a capped 1/2" iron rod stamped "EAGLE SURVEYING" set;

With a curve to the left of having a radius of 5774.59 feet, a delta angle of 02°41'38", a chord bearing and distance of North 73°11'50" West, 271.47 feet and passing at an arc length of 62.01 feet a capped 1/2" iron rod stamped "METROPLEX R.P.L.S. 1849" found at the Southwest corner of said 3.562 acre tract and the common Southeast corner of said Schnorr tract, continuing with said curve and with the South line of said Schnorr tract and the common North right-of-way line of said State Highway 720, a total arc length of 271.50 feet to a 100-D nail found at the Southwest corner of said Schnorr tract and the common Southeast corner of a called 0.962 acre

tract of land described in the deed to Himanshu Polavarpu and Rajeeva L. Kothuru, recorded in Document Number 2018-129464 of the Official Records of Denton County, Texas;

THENCE North 00°40'25" West, with the West line of said Schnorr tract and the common East line of said 0.962 acre tract, a distance of 209.00 feet to a capped 1/2" iron rod stamped J.E. SMITH R.P.L.S. 3700" found at the Northwest corner of said Schnorr tract and the common Northeast corner of said 0.962 acre tract and being in the South line of Block A of Oak Grove an addition to the Town of Little Elm, recorded in Document Number 2020-406 of the Plat Records of Denton County, Texas;

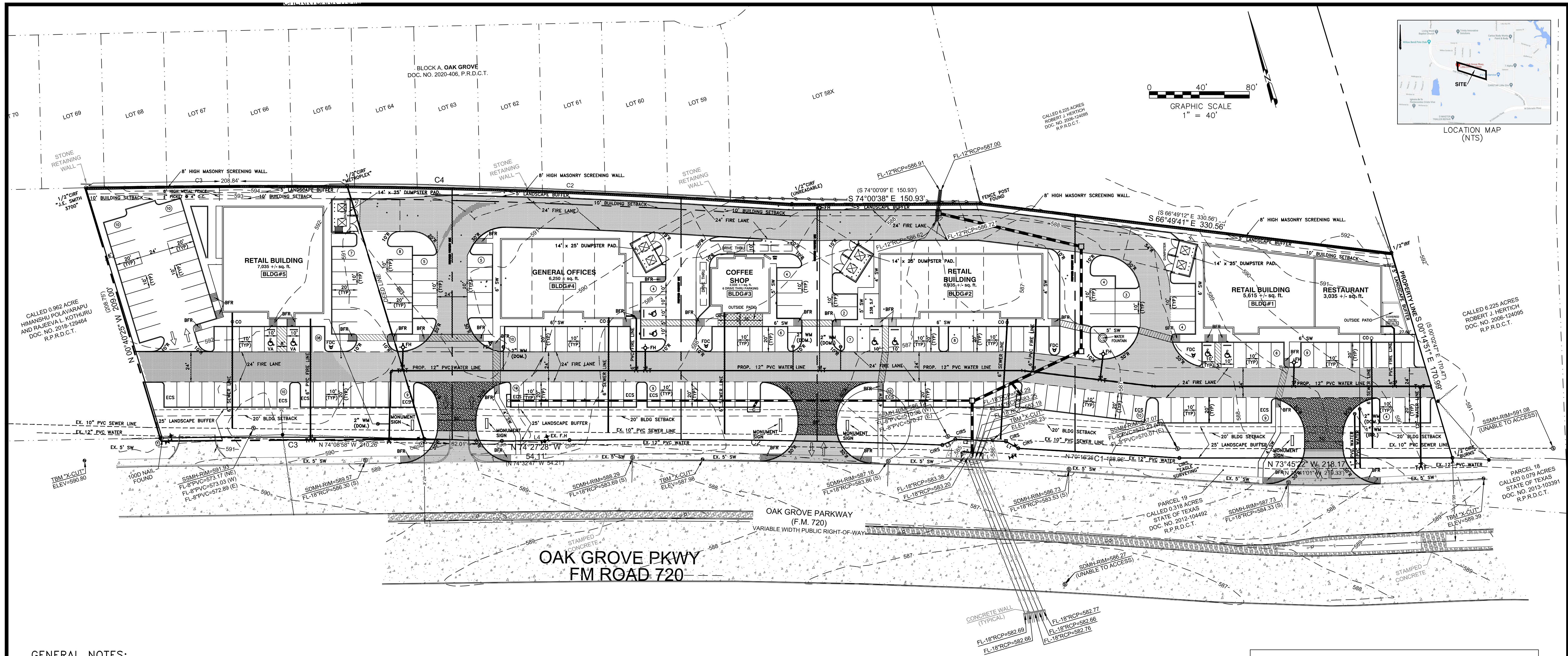
THENCE with the North line of said Schnorr tract and the common South line of said Block A and with a curve to the right having a radius of 5975.90 feet, a delta angle of 05°24'47", a chord bearing and distance of South 72°24'11" East, 564.38 feet and passing at an arc length of 208.84 feet a capped 1/2" iron rod stamped "METROPLEX R.P.L.S. 1849" found at the Northeast corner of said Schnorr tract and the common Northwest corner of said 3.562 acre tract and continuing with said curve and the North line of said 3.562 acre tract and the common South line of said Block A a total an arc length of 564.59 feet to a 1/2" iron rod with an illegible cap found;

THENCE South 74°00'38" East, with the North line of said 3.562 acre tract and the common South line of said Block A, a distance of 150.93 feet to a fence post found at the Southeast corner of Lot 58X, Block A of said Oak Grove and the common Southwest corner of said 6.225 acre tract;

THENCE South 66°49'41" East, with the North line of said 3.562 acre tract and the common South line of said 6.225 acre tract, a distance of 330.56 feet to a 1/2" iron rod found at the Northeast corner of said 3.562 acre tract and being an angle point in the South line of said 6.225 acre tract;

THENCE South 00°14'51" East with the East line of said 3.562 acre tract and the common South line of said 6.225 acre tract, a distance of 170.99 feet to the **POINT OF BEGINNING** and containing 4.55 acres of land more or less.

Exhibit B
Development Plans



GENERAL NOTES:

- 1- ALL SIGNAGE IS APPROVED VIA A SEPARATE PERMIT THROUGH THE BUILDING SAFETY DIVISION.
2. ALL MECHANICAL EQUIPMENT, DUMPSTERS, ROOFTOP UNITS, ETC SHALL BE SCREENED IN COMPLIANCE WITH ZONING ORDINANCE.
3. ALL LIGHTING SHALL COMPLY WITH THE ZONING ORDINANCE.
4. ANY ALTERATION TO THE SITE PLAN, INCLUDING BUILDING ELEVATION AND LANDSCAPE SUBSTITUTIONS, REQUIRE TOWN APPROVAL THRUH A REVISED PLAN, STAMPED BY STAFF.

LINE	BEARING	DISTANCE
L1	N 44°39'50" W	11.29'
L2	N 71°12'41" W	40.49'
L3	S 82°14'28" W	11.29'
L4	N 74°27'28" W	54.11'
L5	N 72°05'03" W	62.15'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	297.99'	5794.58'	2°56'47"	N 72°59'05" W	297.96'
C2	355.74'	5975.90'	3°24'39"	S 71°24'07" E	355.69'
C3	209.51'	5884.42'	2°00'21"	S 74°04'06" E	209.50'

FLOOD NOTE

This property is located in **Non-Shaded Zone "X"** as scaled from the F.E.M.A. Flood Insurance Rate Map dated April 18, 2011 and is located in Community Number 481152 as shown on Map Number 48121C0415G.

Site Data Summary Table - Lot 1, Block A

General Site Data	
Zoning (from zoning map)	LC : Light Commercial
Land Use (from zoning ordinance)	Retail / Medical Office / Restaurant
Lot Area (square feet & acres)	198,766.55 s.f. (4.56 acres)
Building Footprint Area	Building #1 = 8,650.00 s.f. Building #2 = 6,935.00 s.f. Building #3 = 2,035.00 s.f. Building #4 = 6,250.00 s.f. Building #5 = 7,035.00 s.f.
Total Building Area	30,905.00 s.f.
Building Height (# stories)	1 story
Building Height (feet-distance to tallest building element)	31 ft
Lot Coverage (percent - xxx%)	16.31%
Floor Area Ratio (ratio -xxx:1)	0.15:1
Parking	
Parking Ratio (from zoning ordinance) :	One (1) parking space per 200 s.f. Retail. One (1) parking space per 200 s.f. Medical Office. One (1) parking space per 100 s.f. Restaurant.
Required Parking Spaces:	25,835 s.f. Retail / Medical Office = 25,835/200 = 130 parking spaces 5070s.f. Restaurant = 5070/100 = 51 parking spaces
Total Required Parking Spaces:	181
Total Provided Parking Spaces:	191
Electric Car Apace:	Required 1/20 parking spaces = 10 Provided = 10
Accessible Parking Required (#spaces)	6
Accessible Parking Provided (#spaces)	9 (2 VAN ACCESSIBLE)
Parking in Excess of 110% of required parking	0
Landscape Area (including turf area)	
Street Landscape Buffer area Provided (s.f.)	20,777.00
Required interior Landscape area (10% of total lot area) s.f.	19,876.65
Additional interior landscape area provided (s.f.)	21860.00
Other Landscape Area within the lot including stormwater conservation areas (s.f.)	0.00
Total Landscape Area (s.f.)	42,637.00

PD STIPULATIONS :

1. 5' REAR LANDSCAPE BUFFER WHEN ADJACENT TO RESIDENTIAL. (20' REQUIREMENT)
2. LOTS 3 & 4 TO SHARE A 14'X25' DOUBLE DUMPSTER.
3. SINGLE ROW OF TREES AT REAR SIDE OF THE PROPERTY. (DOUBLE ROW REQUIREMENT)
4. DEAD END FIRE LANE AT EAST AND WEST SIDE OF THE PROPERTY.
5. ALL LOTS TO HAVE A PARKING SHARE AGREEMENT BETWEEN THEM.

LEGEND:

	= FIRE LANE
	= STAMPED COLOR CONCRETE
	= EXISTING CONTOUR
ECS	= ELECTRIC CAR SPACE
BFR	= BARRIER FREE RAMP

OWNER: Wasefa Ghafur
821 LAKE HILL LANE
ALLEN, TEXAS. 75013
Tel. # 214-799-9732
EMAIL: wasefa@yahoo.com

SHOPS AT LAKE FRONT
2011 OAK GROVE PARKWAY
LITTLE ELM, TEXAS.

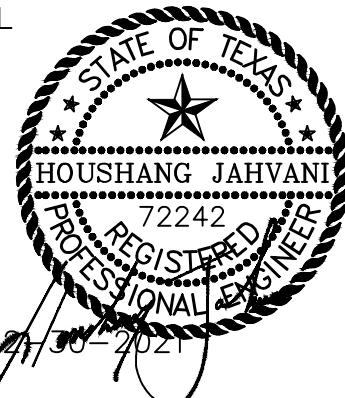
JAHVANI CONSULTING
ENGINEERS, INC.

TYPE REGISTRATION NO. F-10198

2121 N. JOSEY LANE, #100
CARROLLTON, TEXAS 75006
TEL. (214) 718-9469
jahvani@hotmail.com

REVISIONS DATE

SEAL



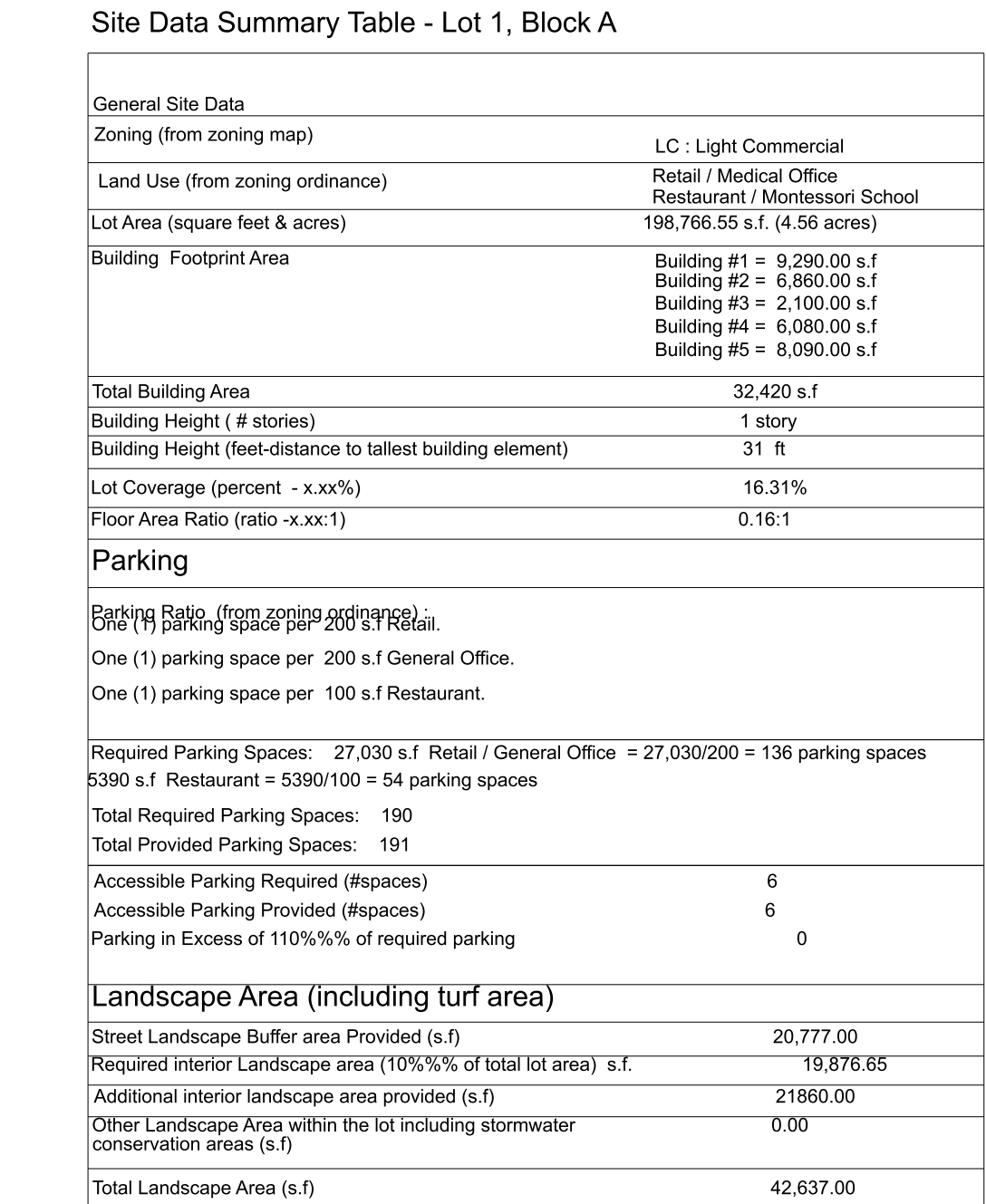
DWG. TITLE:
SITE PLAN

DRAWN BY: HJ
SCALE: 1" = 40'

DATE 12-30-2021

1 of 1
SHEET NUMBER

EXHIBIT "B"



1. CONTRACTOR SHALL STAKE OUT TREE LOCATIONS AND BED CONFIGURATION FOR APPROVAL BY OWNER PRIOR TO INSTALLATION.
2. CONTRACTOR IS RESPONSIBLE FOR VERIFYING LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ADVISE THE OWNERS REPRESENTATIVE OF ANY CONDITION FOUND ON-SITE WHICH PROHIBITS INSTALLATION AS SHOWN ON THESE PLANS.
4. ALL SHRUB AND GROUNDCOVER BEDS SHALL HAVE A MINIMUM OF (2") TWO INCHES OF HARDWOOD BARK MULCH.
5. LANDSCAPE EDGING SHALL BE LOCATED AS NOTED ON PLAN.
6. TREES SHALL BE PLANTED A LEAST FIVE (5') FEET FROM ANY UTILITY LINE, AND OUTSIDE ALL UTILITY EASEMENTS AND A THREE (3') CLEAR DIAMETER AROUND FIRE HYDRANTS, UNLESS PRIOR APPROVAL IS GRANTED.
7. TREES OVERHANGING WALKS AND PARKING AREAS SHALL HAVE A CLEAR TRUNK HEIGHT OF SEVEN (7') FEET.
8. TREES ON HANGING VISIBILITY EASEMENTS OF RIGHT-OF-WAYS SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF SEVEN (7') FEET.
9. TREES PLANTED ON SLOPES WILL HAVE THE SOIL STAIN AT AVERAGE GRADE OF SLOPE.
10. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION, AND MUST BE REPLACED WITH PLANT MATERIAL OF SIMILAR VARIETY AND SIZE, IF DAMAGED, DESTROYED OR REMOVED.
11. LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER AND WEEDS.
12. AN AUTOMATIC IRRIGATION SYSTEM SHALL BE PROVIDED TO MAINTAIN ALL LANDSCAPE AREAS. OVER SPRAY ON STREETS AND WALKS IS PROHIBITED.
13. A MINIMUM OF ONE BUBBLER PER CANOPY TREE AND ORNAMENTAL TREE.
14. ALL HYDROSEEDING AND PLANTING BEDS TO HAVE BIOSOL FORTE 7-2-1 FERTILIZER APPLIED AT MANUFACTURERS RATE.

Enhanced entranceway paving	5 points
Enhanced hardscape (stamped crosswalks)	5 points
Buffer berms	5 points
Hardscaping, signage, or architectural features that include reference to Little Elm's lakefront character	10 points
Public art, small	5 points

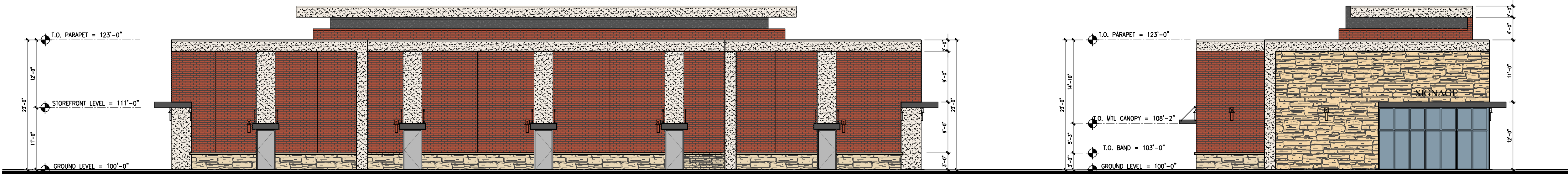
Quantity	Symbol	Description
Ground Cover-Vines		
60958		Cynodon dactylon / Bermudagrass sq. ft.
Shrubs Under 4 Feet		
145	⊗	Leucophyllum frutescens/ Texas Sage 36" ht. min.
135	⊙	Ilex burfordi nana / Dwarf Burford Holly 36" ht min.
Trees		
28	⊗	Ilex vomitoria / Holly, Yaupon 6 ft. to 8 ft.
39	+	Pistacia chinensis/ Pistache, Chinese 3 in. cal min
27	+	Quercus macrocarpa / Oak, Bur or Mossycup 3 in cal min
25	⊗	Quercus muehlenbergii / Oak, Chinkapin 3 in cal min
27	⊗	Quercus shumardii / Oak, Shumard 3 in. cal min
35	+	Ulmus crassifolia / Elm, Cedar 3 in. cal min

Landscape Buffer Between Properties - 1048 ft
Trees Required - 52 Large Trees, 11 Ornamental Trees
Trees Provided - 58 Large Trees, 12 Ornamental Trees

xi-3,i4,t4:= FIRE LANE

xi-3,i4,t4:= EXISTING CONTOUR

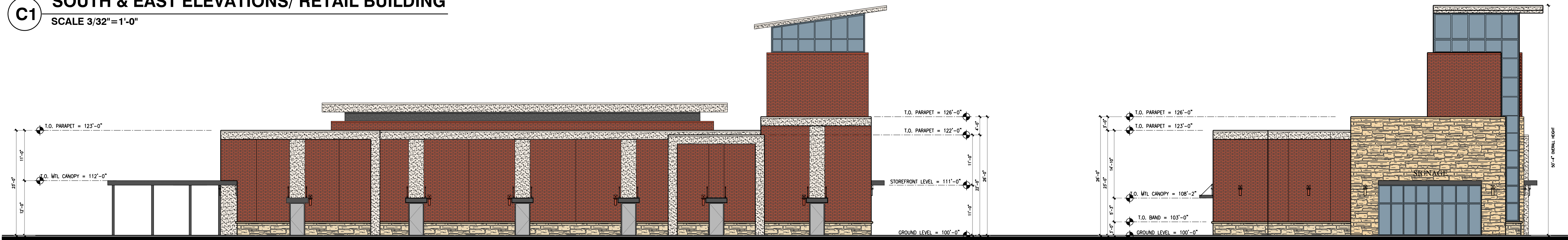
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	297.99'	5794.58'	2°56'47"	N 72°59'05" W	297.96'
C2	355.74'	5975.90'	3°24'39"	S 71°24'07" E	355.69'
C3	209.51'	5984.42'	2°00'21"	S 74°04'06" E	209.50'



D1 NORTH & WEST ELEVATIONS/ RETAIL BUILDING
SCALE 3/32"=1'-0"



C1 SOUTH & EAST ELEVATIONS/ RETAIL BUILDING
SCALE 3/32"=1'-0"

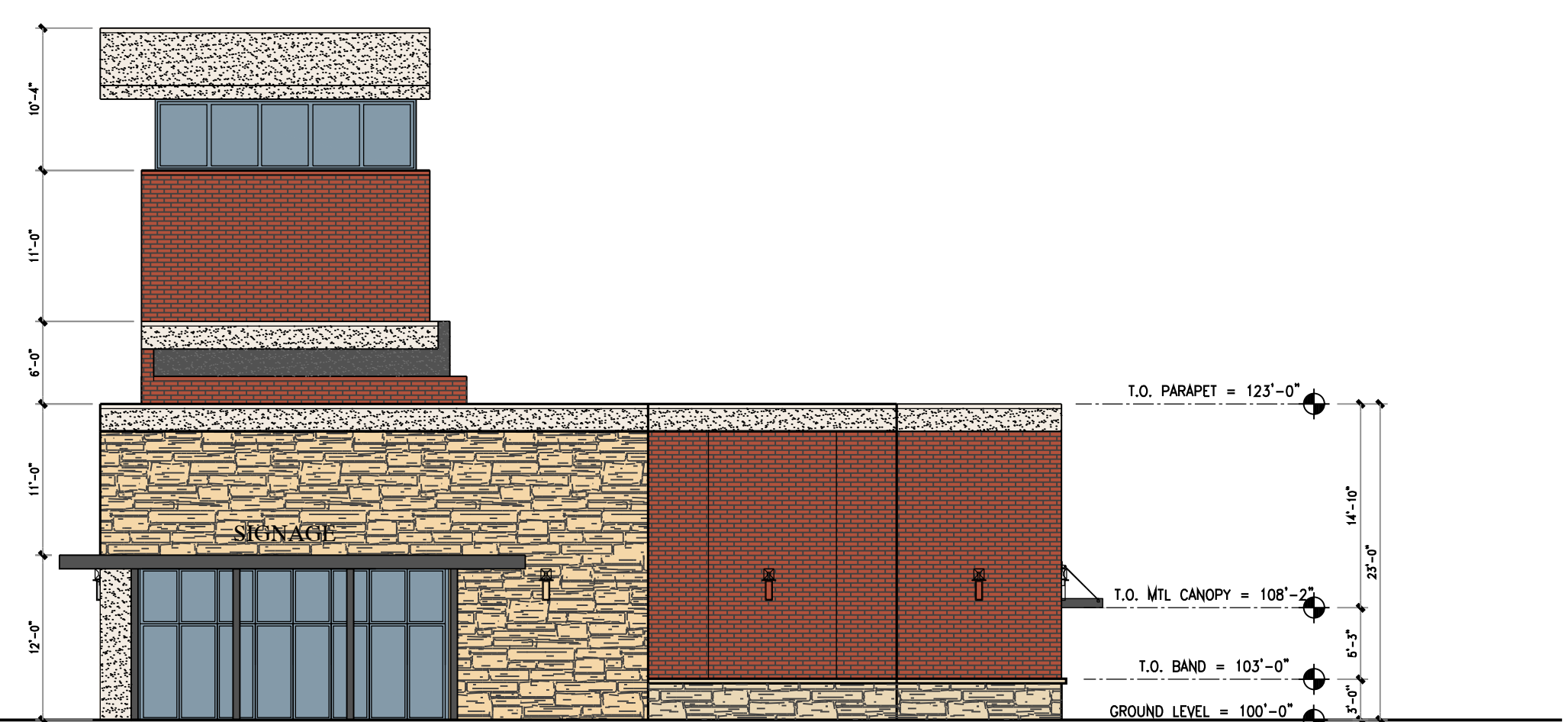


B1 NORTH ELEVATION/RETAIL _ RESTAURANT
SCALE 3/32"=1'-0"

B3 WEST ELEVATION/RETAIL _ RESTAURANT
SCALE 3/32"=1'-0"



A1 SOUTH ELEVATION/RETAIL _ RESTAURANT
SCALE 3/32"=1'-0"



A3 EAST ELEVATION/RETAIL _ RESTAURANT
SCALE 3/32"=1'-0"

ONE STORY BUILDINGS
LIGHT HOUSE TOWER 50'-4"
BUILDING HEIGHT 29'-0"

MATERIAL TABLE

	BRICK VENEER
	STONE VENEER
	4" STONE BAND
	STUCCO FINISHED LIGHT COLOR
	STUCCO FINISHED DARK COLOR
	4" COPING
	MTL TYP CANOPY
	GLAZING

FACADE PLAN NOTES

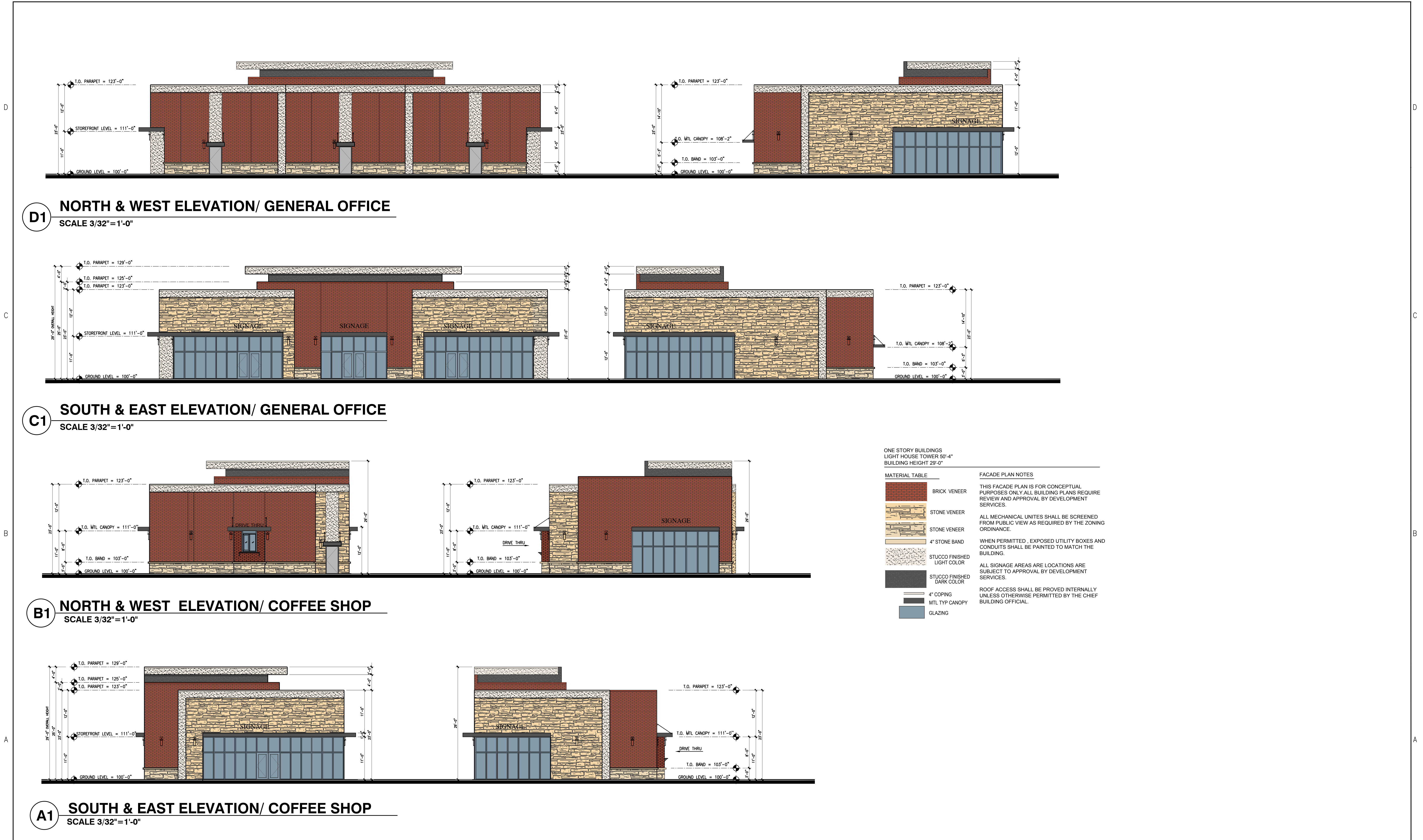
THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES.

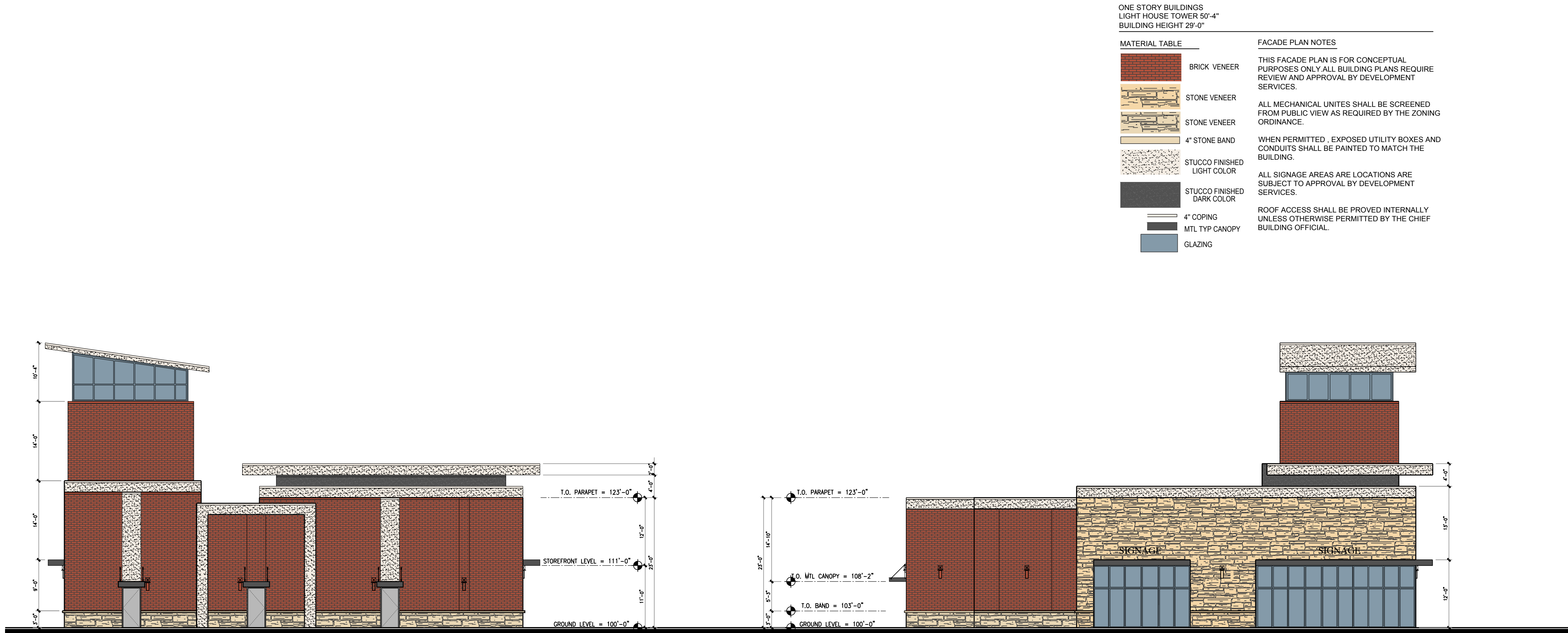
ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE.

WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.

ALL SIGNAGE AREAS ARE LOCATIONS ARE SUBJECT TO APPROVAL BY DEVELOPMENT SERVICES.

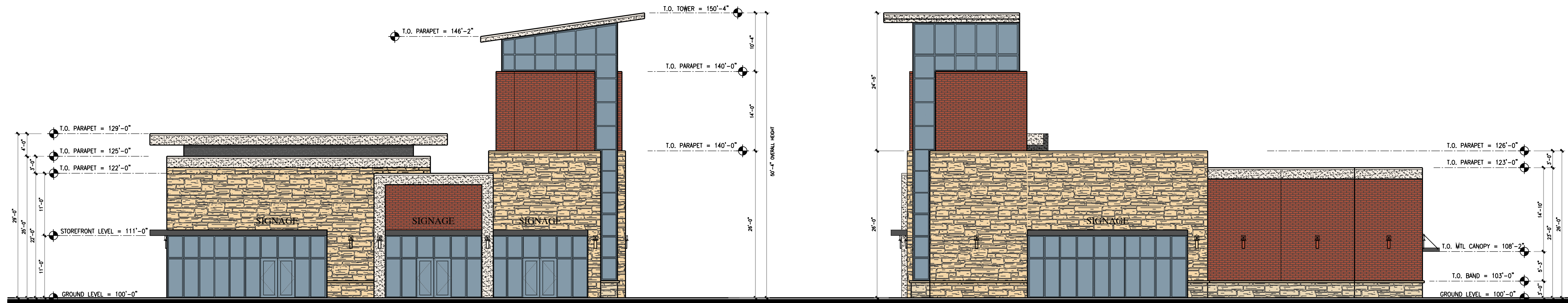
ROOF ACCESS SHALL BE PROVED INTERNALLY UNLESS OTHERWISE PERMITTED BY THE CHIEF BUILDING OFFICIAL.





B1 NORTH ELEVATION/ RETAIL BUILDING
SCALE 3/32"=1'-0"

B3 EAST ELEVATION/ RETAIL BUILDING
SCALE 3/32"=1'-0"



A1 SOUTH ELEVATION/ RETAIL BUILDING
SCALE 3/32"=1'-0"

A3 WEST ELEVATION/ RETAIL BUILDING
SCALE 3/32"=1'-0"





Date: 02/01/2022
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. 1658 Regarding a Request to Rezone Approximately 5.79 Acres of Land, Generally Located at 1816 W Eldorado Parkway, in Order to Establish a New Planned Development District, to Allow the Development of a New Single Family Residential Subdivision.**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

Take Action on Ordinance No. 1658:

DESCRIPTION:

Location. Generally located on the south side of Eldorado Parkway, approximately 1,000 feet southwest of Oak Grove Parkway, within Little Elm's town limits.

Background. Subject property is a vacant undeveloped lot totaling 5.79 acres, currently zoned as A1 Single Family. The subject property is located on the west side of Town and is bound by Eldorado Parkway to the north and single family residential to the east and south.

Recently, the Town has undergone a West Side Study that specifically identified the vision for this area as low density single-family residential uses. This is the second application for residential development post the study's findings, to be evaluated by the Administration for suitability within the West Side Study context.

On October 7, 2021 the applicant, Barbee Enterprises Inc., presented a request for rezoning to a Planned Development (PD) district, based on the existing Single-Family 4 (SF4) zoning district with modified development standards, for the purposes of developing a 28-lot single-family, residential development. While the proposed request was for higher density than the existing zoning district allowed, it complied with the envisioned three to six dwelling units per acre density identified within the West Side Study. During the public hearing, the Planning and Zoning Commission

deliberated the request and determined that the proposed density was not appropriate within the context of the adjacent residential neighborhood. The applicant subsequently met with the representatives of the adjacent neighborhood in an effort to address their concerns, and has revised the request accordingly.

At this time, the applicant is requesting a Planned Development (PD) district, based on the existing Single-Family 4 (SF4) zoning district with modified development standards, for the purposes of developing a 25-lot single-family, residential development with a mix of lot sizes.

Proposal. The proposed project consists of 25 owner-occupied single family residential dwelling units with a centrally located amenity open space, as well as a detention pond in the southeast corner of the development proposed as an open space with amenities. The proposed residential density is now 4.3 units per gross acre (du/ac).

The applicant is proposing Single-Family 4 (SF4) as the base zoning district, with modified development standards as outlined in the following sections. The new Planned Development (PD) district includes development plans and multiple exhibits that will be incorporated into the PD as part of the overall requirements.

Uses. Proposed permitted uses will include the uses currently allowed under SF-4 zoning, primarily single family detached homes.

Area Requirements. The applicant is requesting the following setback and area requirements waivers:

Minimum Front Yard Setback for Lots 1-22, 20 feet instead of 25 feet, and Lots 23-25, 15 feet.

Minimum Side Yard Setback 5 feet instead of 6 feet

Minimum Side Yard Setback on Corner lots 5 feet, instead of 28 feet

Minimum Rear Yard Setback 15 feet instead of 20 feet

Minimum Lot Width for Lots 2, 17, 18, 19, 20 and 21, 50 feet instead of 60 feet, and for Lots 9, 10, 11, 12, 13, 14, and 15, 55 feet. The rest of the lots are proposed at 60-foot in width.

Minimum Lot Area 4,202 square feet instead of 6,000 square feet (on just one lot), six lots ranging between 4,200 square feet and 5,700 square feet, and the rest of the lots ranging from 6,000 square feet to 9,200 square feet.

Design Standards. The minimum design elements listed in Section 106.06.03 Architectural Standards for Residential Structures will apply unless stated otherwise or shown in the PD exhibits. Some of the major design standards are proposed as follow:

Minimum masonry requirement. The front facing exterior facades of the main building or structure shall be constructed of 100 percent masonry material that is comprised of brick, stone, cast stone, or a combination thereof. On houses exceeding one story, up to 15 percent of the second story front facade may be comprised of siding. The overall minimum masonry content of all facades shall be 85 percent. Stucco may be used as a design feature with no more than 15 percent of any façade other than those facing a right-of-way being made up of this material. Other materials of equal or similar characteristics may be allowed at the discretion of the director.

Doors. Garage doors shall be of carriage style and consist of stained cedar, redwood, spruce, fir, or other hardwood.

Elevation Repetition. Each unique house elevation and brick color shall not be repeated on the lot most directly across the street, nor shall it be repeated on three lots in either direction on the same side of the street.

Gifts to the Street. All homes shall include at least four (4) of the architectural design features listed in Section 106.06.03(c). Decorative driveway paving (e.g. salt finish, exposed aggregate, or other treatments approved by the Town's building official) is required for all homes. All front yard landscape beds and side yard landscape beds shall be enclosed by masonry edging comprised of brick and/or stone. No less than 25 percent of homes shall have a covered front patio.

Landscaping and Screening. The proposed PD will follow all landscape requirements per Sections 106.06.11 – 106.06.16 of the Code of Ordinances for residential landscape requirements for a single-family development. A solid eight-foot masonry wall, constructed of laid in place stone, rock, brick, or monolithic concrete panels, will be located adjacent to Eldorado Parkway, with eight-foot Simtek Ecostone fencing surrounding the remainder of the development.

Parking. Each dwelling unit shall have two parking spaces within the garage, as well as two parking spaces in the driveway.

Streets and Access. The proposed development plan shows a 50-foot Right of Way dedication inclusive of sidewalks throughout the development on both sides of the street, connecting to Eldorado Parkway.

Open Space. The minimum required designated open space area shall be ten percent (10%) of the gross land area. The PD language provides requirements for amenities to be located within the proposed open space. All dedicated open space and screening walls will be maintained by the Homeowners Association (HOA).

Comprehensive Plan. The future land use of this area is identified as residential and the recent West Side Study identified this area as low density neighborhood residential, ranging between three and six units per acre. The proposed residential development aligns with the Town's vision for future land use of this area and the proposed density of 4.3 units per acre complies with the maximum density identified in the West Side Study.

Recommendation to the Commission.

Staff recommended that the Planning and Zoning Commission evaluate the request based on the impact and suitability of the proposed development within the context of the existing area, as well as the importance of the development standards from which the property is requesting to vary, and how the proposed development benefits the Town overall. Additionally, Staff recommended that the Planning and Zoning Commission take into consideration the Town's vision for this area, as outlined by the Town's Comprehensive Plan, Future Land Use Plan, and the West Side Study.

Commission Findings.

At their regular meeting on January 20, 2022, the Planning and Zoning Commission had a discussion regarding density and indicated that it seemed like the applicant had made significant effort to coordinate the revised proposal with the adjacent residential neighborhood to reach a compromise. The Commission made a recommendation to approve the request as presented, with five in favor and zero against.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

The Planning and Zoning Commission and staff recommends approval of the proposed rezoning request.

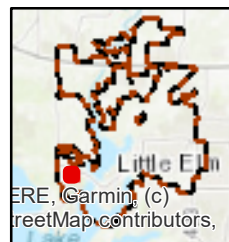
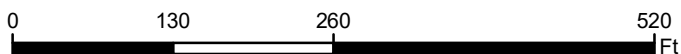
Attachments

Location Map

Ordinance No. 1658



Eldorado Bend Zoning Ordinance Request



Town of Little Elm Denton County, Tx

Date: 8/17/2021



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. 1658**

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING THE ZONING FROM A1 SINGLE FAMILY (A1) TO A PLANNED DEVELOPMENT – SINGLE FAMILY 4 (PD-SF4) DISTRICT IN ORDER TO ALLOW A NEW SINGLE-FAMILY DEVELOPMENT WITH MODIFIED DEVELOPMENT STANDARDS ON 5.79 ACRES OF LAND GENERALLY LOCATED ON THE SOUTH SIDE OF ELDORADO PARKWAY, APPROXIMATELY 1,000 FEET SOUTHWEST OF OAK GROVE PARKWAY; 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 Planned Development-Single Family 4 (PD-SF4) with modified development standards on approximately 5.79 acres of land currently zoned A1 Single Family (A1), more specifically described in 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 zoning change described herein; and

WHEREAS, at its regular meeting held on January 20, 2022 the Planning & Zoning Commission considered and made recommendations on a request for Planned

Development-Single Family 4 (PD-SF4) (Case No. PD-21-03453); 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 request is 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 Planned Development-Single Family 4 (PD-SF4) with modified development standards in order to allow a new single-family development, the same generally located on the south side of Eldorado Parkway, approximately 1,000 feet southwest of Oak Grove Parkway, within Little Elm Town limits, approximately 5.79 acres 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 Single Family 4 (SF4) 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-Single Family 4 (PD-SF4). 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, images, 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 1st day of February, 2022.

Town of Little Elm, Texas

Curtis Cornelious, Mayor

ATTEST:

Caitlan Biggs, Town Secretary

Exhibit A
Metes and Bounds

PROPERTY DESCRIPTION

ELDORADO BEND PD

All that certain 6.049 acre tract of land in the D.M. Cule Survey, Abstract No. 226, Denton County, Texas, and being all of a called 6.032 acre tract of land described in a Warranty Deed to A.M. Haghi & Associates LLC, recorded in Document Number 2015-18764 of the Official Public Records of said county, and said 6.032 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rebar found for the north corner of said 6.032 acre tract, the northwest corner of Lot 1, Block A of Circle Estates, an addition to the City of Little Elm, recorded in Cabinet Q, Page 44 of the Plat records of said county and in the southeast right-of-way line of Eldorado Parkway, a variable width right-of-way;

THENCE South 33°06'57" East, with the east line of said 6.032 acre tract and the west lines of said Lot 1 and Lot 2, Block A of said Circle Estates addition, a distance of 387.10 feet to the west corner of said Lot 2;

THENCE South 55°16'25" East, continuing with said east line of the 6.032 acre tract and the southwest line of said Lot 2, a distance of 364.14 feet to a 1/2 inch iron rebar with a cap stamped "RPLS 5479" found for the southeast corner of said 6.032 acre tract, the south corner of said Lot 2 and in the west line of Lot 12, Block B of Bay Ridge Estates Phase 2, an addition to the City of Little Elm, recorded in Cabinet O, Page 173 of said Plat Records, from which a 5/8 inch iron rebar found bears North 04°19' West, a distance of 4.8 feet;

THENCE North 85°44'40" West, with the south line of said 6.032 acre tract, and a north line of said Lot 12, passing at a distance of 253.43 feet, a 1/2 inch iron rebar found for the northwest corner of said Lot 12, and the northeast corner of Lot 11, Block B of said Bay Ridge Estates Phase 2 addition, continuing with said south line and the north line of said Lot 11, passing at a distance of 545.49 feet, a 1/2 inch iron rebar found for the northwest corner of said Lot 11 and the northeast corner of Lot 6, Block B of said Bay Ridge Estates Phase 2 addition, continuing with said south line and the north lines of said Lot 6 and Lot 5, Block B of said Bay Ridge Estates Phase 2 addition, in all, a total distance of 1,031.70 feet to the southwest corner of said 6.032 acre tract and the southeast corner of Lot 29 of Windmill Hill Acres, an addition to the City of Little Elm, recorded in Cabinet C, Page 221 of said Plat Records, from which a 3 inch iron pipe in concrete found bears North 17°17' West, a distance of 3.6 feet;

THENCE North 00°13'45" East, with the west line of said 6.032 acre tract and the east line of said Lot 29, a distance of 139.98 feet to a 1/2 inch iron pipe found for the northwest corner of said 6.032 acre tract, the northeast corner of said Lot 29 and in said southeast right-of-way of Eldorado Parkway;

THENCE North 58°39'48" East, with the northwest line of said 6.032 acre tract and said southeast right-of-way line, a distance of 605.92 feet to the POINT OF BEGINNING and containing 6.049 acres (263,497 square feet) of land.

Exhibit B
PD Standards

Eldorado Bend

Planned Development Regulations

Development Standards
Submitted: September 23, 2021

Developer/Applicant

Barbee Enterprises, Inc.
2454 Sunderland Lane
Lewisville, Texas 75067
214.538.0479

Planner/Engineer

KJ Environmental Mgt.
500 Moseley Rd
Cross Roads, Texas 76227
940.387.0830

Owner

Am Haghi & Associates LLC
4500 Explorer Dr
Frisco, Tx 75034

A Planned Development for Eldorado Bend

1.0 GENERAL PURPOSE AND DESCRIPTION:

1. The Eldorado Bend Planned Development is intended primarily for the development of single-family homes at a higher density than the zoning originally allows. The smaller lots will allow a higher value product to be built, which will attract a higher tax base to the town.
2. The development shall use the base zoning of SF-4 for all other regulations not specified in the below PD.

2.0 AREA REGULATIONS:

1. Maximum Lot Area: The size of lot shall be flexible to encourage a unique mix of pad sizes as well as provide for pedestrian friendly neighborhood within the PD.
2. Maximum Dwelling Area: House pad sizes shall be no larger than 5,000 sq ft.
3. Maximum Lot Coverage: The maximum lot coverage shall not be greater than fifty-five (55) percent of the gross lot area. Maximum lot coverage shall be defined as the area covered by the building footprint of the primary residential structure, exclusive of sidewalks, driveways, or accessory structures.
4. Minimum Setbacks: Minimum setback standards shall be proposed as follows. Please see the attached exhibit for more information.

Lots 1-22	Front Yard – 20'
	Rear Yard – 15'
	Side Yard – 5'
Lots 23-25	Front Yard – 15'
	Rear Yard – 15'
	Side Yard – 5'

3.0 MINIMUM DESIGN CRITERIA:

1. Architectural Design Standards: minimum design elements listed in Section 106.06.03 of the Code of Ordinances will apply with the following enhancements required for this community.
 - A. The front facing exterior facades of the main building or structure shall be constructed of 100 percent masonry finishing material that is comprised of brick, stone, cast stone, or a combination thereof. On houses exceeding one story, up to but not exceeding 15 percent of the second story front facade may be comprised of siding. The overall minimum masonry content of all facades shall be 85 percent. Stucco may be used as a design feature with no more than 15 percent of any façade other than those facing a right-of-way being made up of this material. Other materials of equal or similar characteristics may be allowed at the discretion of the director.
 - B. Decorative driveway paving (e.g. salt finish, exposed aggregate, or other treatments approved by the Town's building official) is required for all homes.
 - C. Each unique house elevation and brick color shall not be repeated on the lot most directly across the street, nor shall it be repeated on three (3) lots in either direction on the same side of the street.
 - D. All homes must include at least four (4) of the architectural design features listed in Section 106.06.03(c), in addition to the decorative driveway paving requirement.
 - E. Garage doors shall be of carriage style and consist of stained cedar, redwood, spruce, fir, or other hardwood.
 - F. All front yard landscape beds and side yard landscape beds shall be enclosed by masonry edging comprised of brick and/or stone.
 - G. No less than 25 percent of homes shall have a covered front patio.

4.0 STREET WIDTHS:

1. STREET WIDTH: Widths for all subdivisions shall be 31 feet from back-of-curb to back-of curb on residential sections.

5.0 LANDSCAPE AND SCREENING:

1. All landscape requirements shall follow Sec 106.06.11 – 106.06.16 of the Code of Ordinances for residential landscape requirements for a single-family development.
2. Subdivision perimeter screening walls must be constructed by the developer at the time the subdivision infrastructure is constructed. Perimeter landscaping and irrigation is required adjacent to rights-of-way, subject to review and approval by the director or his designee.
 - A. Materials Allowed: solid masonry wall of eight feet in height adjacent to Eldorado Parkway, with eight-foot Simtek Ecostone or equal fencing, as approved by the Director of Development Services, surrounding the remainder of development. General specifications shall follow Section 106.06.31(b) of the Code of Ordinances.
 - B. Wall Located within Buffer: subdivision solid perimeter walls are required to be constructed within a 20-foot-wide platted common area adjacent to collector roads or arterials, as indicated on the Master Thoroughfare Plan, or other such roads that have a right-of-way of 60 feet or greater.
 - C. General Specifications: all screening or perimeter walls shall be constructed of laid in place stone, rock, brick, or monolithic concrete panels. Modular screening walls, chain link, and wooden fences are generally prohibited.

3. All required trees on residential lots shall be 4" caliper trees.
4. Required shrubs shall be a minimum of three (3) gallon in size when planted and shall be planted in the front yard landscape beds. All homes on corner lots shall extend landscape beds along the side of the home to the side yard fence return.
5. All residential fences shall be board on board construction to conform to Section 106.06.32 of the Code of Ordinances. Interior portions of the fences, along side and rear yards, shall be board on board construction.

6.0 HOMEOWNERS ASSOCIATION:

1. A Homeowner's Association (HOA) will be established for the development. Dedicated open space, retaining walls greater than four (4) feet, and the masonry screening wall along Eldorado Parkway will be owned and maintained by the HOA.

7.0 OPEN SPACE DEDICATION:

1. A minimum of ten percent (10%) of the tract area, excluding rights-of-way for collector and larger size streets, shall be devoted to open space. Open space includes areas used for facilities such as walks, plazas, courts, recreational amenities, detention/retention ponds, amenity center, landscape buffers, public or private parks, water features, dog parks, and other similar uses.
2. Dedicated open space shall be provided to improve the aesthetics of the site of any area not covered by buildings or structures.

8.0 SITE PLAN REVIEW:

1. Review and approval of a site plan by the Planning and Zoning Commission and the Town Council (in accordance with Section 107.03 of the Code of Ordinances) shall be required for any tract/lot within the PD district. No certificate of occupancy shall be issued unless all construction and development conform to the Site Plan as approved by the Town Council.

9.0 OTHER REGULATIONS

1. All other regulations as established in the Little Elm Development Standards, Article VI of the Code of Ordinances, and not redefined by this amendment shall remain in effect and are enforceable. To the extent a conflict exists between the regulations specifically set out above and the referenced standards, the regulations specifically set out above shall control.

10.0 WAIVERS FOR PD

1. Minimum Front Yard Setback – 25'
 - a. Requested: Lots 1-22 – minimum 20'

- Lots 23-25 – minimum 15’
2. Minimum Side Yard Setback – 6’
 - a. Requested: minimum 5’
 3. Minimum Side Yard Setback on Corner – 28’
 - a. Requested: minimum 5’
 4. Minimum Rear Yard Setback – 20’
 - a. Requested: All Lots – minimum 15’
 5. Minimum Lot Width – 60’
 - a. Requested: minimum 50’ (6 lots total)
 6. Minimum Lot Area - 6,000 sq. ft.
 - a. Requested: Minimum: 4,201.71 sq. ft. (1 lot total)

JOHN AND JOSH BARBEE

DISTINGUISHED PROJECTS AND SELECTED ACCOMPLISHMENTS

2009-2021

- The Lakes (Grand Prairie, TX) - [137 unit](#), 172,000 ft² Class A Age Restricted Multi-Family
- The Luxe (Rowlett, TX) - [128 unit](#), 129,000 ft² Class A Age Restricted Multi-Family
- Razor Ranch (Denton, TX) - [212 unit](#), 202,000 ft² Class A Age Restricted Multi-Family
- The Whitley (Wheeling, IL) - [102 unit](#), 90,000 ft² Independent and Assisted Living
- The Warren Residence (Coppell, TX) - 17,000 ft² Luxury Custom Single Family Residential
- 47 Autumn Leaves Memory Care and Assisted Living Communities - Texas, Oklahoma, Kansas, Missouri, Illinois, Wisconsin, South Carolina, Georgia, and Florida

1995-2009

- 12+ Custom Residences (Dallas/Fort Worth, TX) - 2,000 ft² to 8,000 ft² Luxury Custom Single Family Residential
- 50+ Remodels (Dallas/Fort Worth, TX) – 1,800 ft² to 22,000 ft² Custom Commercial and Residential Remodels

Exhibit C
Development Plans

FILE: S:\Shared\Active\Current Clients\Borbee Enterprises\Pre-design\CAD\Site Base 3_2021\1216.dwg DATE: 12/20/2021
PLOT: 12/20/2021 10:09 AM

LOT AREA AND DIMENSIONS		
LOT NUMBER	LOT AREA (SQFT)	LOT DIMENSIONS (L' X W')
1	7057	97X72
2	8507	121X73
3	9223	95X105
4-7	8117	95X85
8	7602	95X58
9	6713	121X54
10	5550	102X55
11-15	5225	95X55
16	7361	95X77
17	4198	85X50
18-21	4250	85X50
22	7908	85X100
23	6317	90X74
24	4365	71X60
25	5188	61X70

SETBACKS	
LOTS 1-16	FRONT YARD - 20' REAR YARD - 15' SIDE YARD - 5'
LOTS 17-22	FRONT YARD - 20' REAR YARD - 15' SIDE YARD - 5'
LOTS 23-25	FRONT YARD - 15' REAR YARD - 15' SIDE YARD - 5'

SITE DATA TABLE		
EXISTING ZONING	SF-1(A1)	PD
LAND USE DESIGNATION	SINGLE FAMILY	SINGLE FAMILY
GROSS ACREAGE	5.7900	5.7900
NET ACREAGE	5.7900	5.7900
NUMBER OF PROPOSED LOTS	1	25
MAXIMUM BUILDING HEIGHT	NA	35 FT



LOCATION MAP NOT TO SCALE

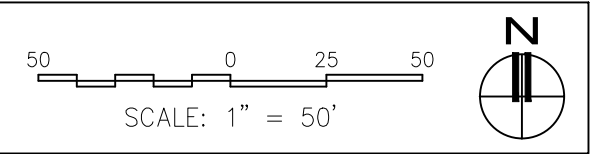
LEGEND

- PROPOSED GREEN SPACE
- PROPOSED MASONRY WALL
- PROPOSED 8' FENCE

ALL SCREENING TO FOLLOW
TOWN OF LITTLE ELM CODE
OF ORDINANCES SEC
106.06.32

FUTURE LAND USE
DESIGNATION: ESTATE
RESIDENTIAL

CURRENT ZONING: SF-1 (A1)



PRELIMINARY
FOR REVIEW ONLY



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

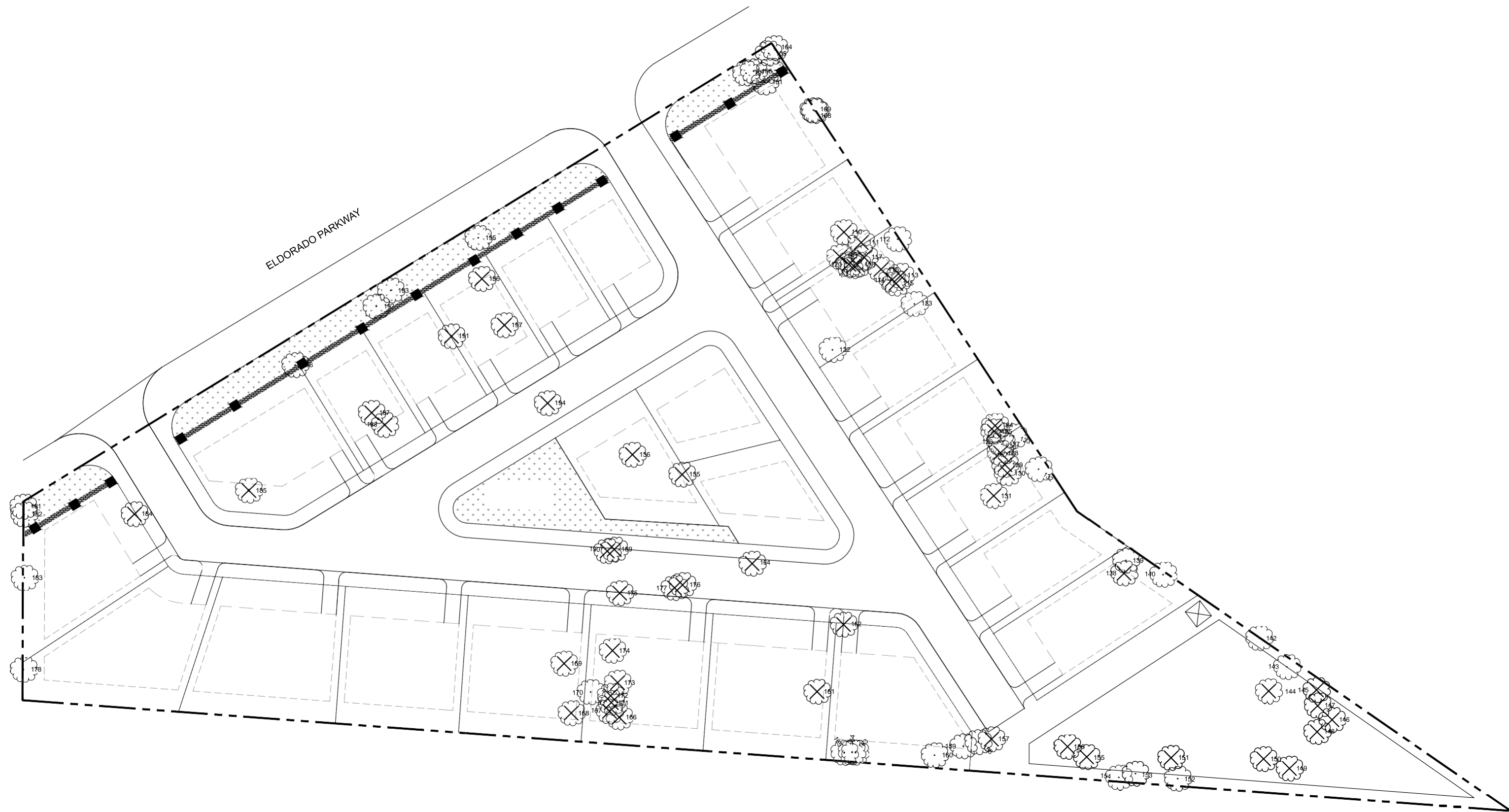
CONCEPT PLAN

EL DORADO BEND
1816 WEST ELDORADO PKWY
LITTLE ELM, TEXAS

DATE: 12/16/2021
DRAWN BY: ES
CHECKED BY: SG
PROJECT # JBE042021E

SHEET:

01



EXISTING TREE LEGEND

-  EXISTING TREE, TO REMAIN
-  EXISTING TREE, TO BE REMOVED



Valley Quest
DESIGN

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

CONSULTANT:

OWNER / CLIENT:

Barbee Enterprises, Inc.
214-538-0479
John@BarbeeEnterprises.com

Project No:	2021-074
Drawn By:	CTA
Reviewed By:	JDB
Issue Type:	Drawings
Issue Date:	12/20/2021

REVISIONS:

No.	Date	Description

Interim review documents.
Not for regulatory approval,
permitting or construction.
Jeremy D. Blad
Texas RLA No. 2734

DECEMBER 20, 2021

PROJECT:

EL DORADO BEND
1816 WEST ELDORADO
PKWY

LITTLE ELM, TEXAS

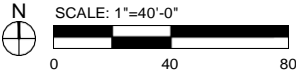
SHEET TITLE:

TREE PRESERVATION
PLAN

SHEET NUMBER:

TP.01

TREE PRESERVATION PLAN



TREE PRESERVATION COMPUTATIONS TABLE

TREE SPECIES	DBH	TREE I.D.	CONDITION OF TREE	PRESERVED OR REMOVED	CLASS NO.	MITIGATION REQ. (%)	MITIGATION REQ. (INCHES)
MESQUITE MULTI-TRUNK / <i>PROSOPIS SP.</i>	10"	101	ALIVE	PRESERVED	3	60%	
MESQUITE MULTI-TRUNK / <i>PROSOPIS SP.</i>	7"	102	ALIVE	PRESERVED	3	60%	
HACKBERRY MULTI-TRUNK / <i>CELTIS OCCIDENTALIS</i>	20"	104	ALIVE	PRESERVED	4	40%	
HACKBERRY / <i>CELTIS OCCIDENTALIS</i>	9"	105	ALIVE	PRESERVED	4	40%	
MESQUITE / <i>PROSOPIS SP.</i>	7"	106	ALIVE	PRESERVED	3	60%	
MESQUITE / <i>PROSOPIS SP.</i>	7"	107	ALIVE	PRESERVED	3	60%	
HONEY LOCUST MULTI-TRUNK	13"	108	ALIVE	PRESERVED	3	60%	
HACKBERRY MULTI-TRUNK / <i>CELTIS OCCIDENTALIS</i>	20"	109	ALIVE	PRESERVED	4	40%	
OAK MULTI-TRUNK / <i>QUERCUS SP.</i>	25"	110	ALIVE	REMOVED	1	100%	25.00
OAK MULTI-TRUNK / <i>QUERCUS SP.</i>	11"	111	ALIVE	REMOVED	1	100%	11.00
OAK MULTI-TRUNK / <i>QUERCUS SP.</i>	15"	112	ALIVE	PRESERVED	1	100%	
OAK / <i>QUERCUS SP.</i>	9"	113	ALIVE	REMOVED	1	100%	9.00
OAK / <i>QUERCUS SP.</i>	15"	114	ALIVE	REMOVED	1	100%	15.00
OAK / <i>QUERCUS SP.</i>	15"	115	ALIVE	REMOVED	1	100%	15.00
OAK / <i>QUERCUS SP.</i>	14"	116	ALIVE	REMOVED	1	100%	14.00
OAK MULTI-TRUNK / <i>QUERCUS SP.</i>	16"	117	ALIVE	REMOVED	1	100%	16.00
OAK / <i>QUERCUS SP.</i>	11"	118	ALIVE	REMOVED	1	100%	11.00
OAK / <i>QUERCUS SP.</i>	24"	119	ALIVE	REMOVED	1	100%	24.00
OAK / <i>QUERCUS SP.</i>	6"	120	ALIVE	REMOVED	1	100%	6.00
OAK MULTI-TRUNK / <i>QUERCUS SP.</i>	32"	121	ALIVE	REMOVED	1	100%	32.00
OAK MULTI-TRUNK / <i>QUERCUS SP.</i>	40"	122	ALIVE	PRESERVED	1	100%	
OAK MULTI-TRUNK / <i>QUERCUS SP.</i>	20"	123	ALIVE	PRESERVED	1	100%	
HACKBERRY MULTI-TRUNK / <i>CELTIS OCCIDENTALIS</i>	8"	124	ALIVE	REMOVED	4	40%	3.20
HACKBERRY / <i>CELTIS OCCIDENTALIS</i>	8"	125	ALIVE	REMOVED	4	40%	3.20
OAK MULTI-TRUNK / <i>QUERCUS SP.</i>	24"	126	ALIVE	PRESERVED	1	80%	
HACKBERRY MULTI-TRUNK / <i>CELTIS OCCIDENTALIS</i>	6"	127	ALIVE	PRESERVED	4	40%	
HACKBERRY / <i>CELTIS OCCIDENTALIS</i>	8"	128	ALIVE	REMOVED	4	40%	3.20
OAK MULTI-TRUNK / <i>QUERCUS SP.</i>	19"	129	ALIVE	REMOVED	1	100%	19.00
OAK / <i>QUERCUS SP.</i>	12"	130	ALIVE	REMOVED	1	100%	12.00
OAK MULTI-TRUNK / <i>QUERCUS SP.</i>	38"	131	ALIVE	REMOVED	1	100%	38.00
OAK / <i>QUERCUS SP.</i>	25"	132	ALIVE	PRESERVED	1	100%	
HACKBERRY / <i>CELTIS OCCIDENTALIS</i>	9"	133	ALIVE	PRESERVED	4	40%	
HACKBERRY / <i>CELTIS OCCIDENTALIS</i>	24"	134	ALIVE	REMOVED	4	40%	9.60
PECAN / <i>CARYA ILLINOINENSIS</i>	50"	135	ALIVE	REMOVED	1	100%	50.00
PECAN MULTI-TRUNK / <i>CARYA ILLINOINENSIS</i>	28"	136	ALIVE	REMOVED	1	100%	28.00
OAK / <i>QUERCUS SP.</i>	24"	138	ALIVE	REMOVED	1	100%	24.00
OAK / <i>QUERCUS SP.</i>	18"	139	ALIVE	PRESERVED	1	100%	
OAK / <i>QUERCUS SP.</i>	28"	140	ALIVE	PRESERVED	1	100%	
HACKBERRY MULTI-TRUNK / <i>CELTIS OCCIDENTALIS</i>	12"	142	ALIVE	PRESERVED	4	40%	
OAK / <i>QUERCUS SP.</i>	17"	143	ALIVE	PRESERVED	1	100%	
OAK / <i>QUERCUS SP.</i>	14"	144	ALIVE	REMOVED	1	100%	14.00
OAK / <i>QUERCUS SP.</i>	15"	145	ALIVE	REMOVED	1	100%	15.00
OAK / <i>QUERCUS SP.</i>	15"	146	ALIVE	REMOVED	1	100%	15.00
OAK / <i>QUERCUS SP.</i>	14"	147	ALIVE	REMOVED	1	100%	14.00
OAK / <i>QUERCUS SP.</i>	16"	148	ALIVE	REMOVED	1	100%	16.00
ELM / <i>ULMUS SP.</i>	12"	149	ALIVE	REMOVED	2	80%	9.60

ELM / <i>ULMUS SP.</i>	14"	150	ALIVE	REMOVED	2	80%	11.20
HACKBERRY MULTI-TRUNK / <i>CELTIS OCCIDENTALIS</i>	15"	151	ALIVE	REMOVED	4	40%	6.00
HACKBERRY / <i>CELTIS OCCIDENTALIS</i>	10"	152	ALIVE	PRESERVED	4	40%	
HACKBERRY / <i>CELTIS OCCIDENTALIS</i>	10"	153	ALIVE	PRESERVED	4	40%	
ELM / <i>ULMUS SP.</i>	14"	154	ALIVE	PRESERVED	2	80%	
OAK / <i>QUERCUS SP.</i>	14"	155	ALIVE	REMOVED	1	100%	14.00
OAK / <i>QUERCUS SP.</i>	12"	156	ALIVE	REMOVED	1	100%	12.00
ELM / <i>ULMUS SP.</i>	12"	157	ALIVE	REMOVED	2	80%	9.60
ELM / <i>ULMUS SP.</i>	12"	158	ALIVE	PRESERVED	2	80%	
ELM / <i>ULMUS SP.</i>	11"	159	ALIVE	PRESERVED	2	80%	
ELM / <i>ULMUS SP.</i>	11"	160	ALIVE	PRESERVED	2	80%	
HACKBERRY / <i>CELTIS OCCIDENTALIS</i>	27"	161	ALIVE	REMOVED	4	40%	10.80
CEDAR ELM / <i>ULMUS CRASSIFOLIA</i>	50"	162	ALIVE	REMOVED	2	80%	40.00
ELM / <i>ULMUS SP.</i>	10"	163	ALIVE	PRESERVED	2	80%	
ELM / <i>ULMUS SP.</i>	6"	164	ALIVE	PRESERVED	2	80%	
ELM / <i>ULMUS SP.</i>	10"	165	ALIVE	PRESERVED	2	80%	
ELM / <i>ULMUS SP.</i>	13"	166	ALIVE	REMOVED	2	80%	10.40
ELM / <i>ULMUS SP.</i>	11"	167	ALIVE	REMOVED	2	80%	8.80
ELM / <i>ULMUS SP.</i>	10"	168	ALIVE	REMOVED	2	80%	8.00
CEDAR ELM MULTI-TRUNK / <i>ULMUS CRASSIFOLIA</i>	36"	169	ALIVE	REMOVED	2	80%	28.80
ELM / <i>ULMUS SP.</i>	20"	170	ALIVE	PRESERVED	2	80%	
ELM / <i>ULMUS SP.</i>	16"	171	ALIVE	REMOVED	2	80%	12.80
ELM / <i>ULMUS SP.</i>	12"	172	ALIVE	REMOVED	2	80%	9.60
ELM / <i>ULMUS SP.</i>	14"	173	ALIVE	REMOVED	2	80%	11.20
ELM / <i>ULMUS SP.</i>	18"	174	ALIVE	REMOVED	2	80%	14.40
CEDAR ELM MULTI-TRUNK / <i>ULMUS CRASSIFOLIA</i>	31"	175	ALIVE	REMOVED	2	80%	24.80
CEDAR ELM / <i>ULMUS CRASSIFOLIA</i>	15"	176	ALIVE	REMOVED	2	80%	12.00
CEDAR ELM / <i>ULMUS CRASSIFOLIA</i>	20"	177	ALIVE	PRESERVED	2	80%	
HACKBERRY MULTI-TRUNK / <i>CELTIS OCCIDENTALIS</i>	11"	178	ALIVE	PRESERVED	4	40%	
HACKBERRY / <i>CELTIS OCCIDENTALIS</i>	9"	181	ALIVE	PRESERVED	4	40%	
HACKBERRY MULTI-TRUNK / <i>CELTIS OCCIDENTALIS</i>	20"	182	ALIVE	PRESERVED	4	40%	
GUM MULTI-TRUNK / <i>EUCALYPTUS MANNIFERA</i>	15"	183	ALIVE	PRESERVED	1	100%	
CREPE MYRTLE / <i>LAGERSTROEMIA</i>	6"	184	ALIVE	REMOVED	4	40%	2.40
CEDAR ELM MULTI-TRUNK / <i>ULMUS CRASSIFOLIA</i>	28"	185	ALIVE	REMOVED	2	80%	22.40
HACKBERRY / <i>CELTIS OCCIDENTALIS</i>	30"	186	ALIVE	PRESERVED	4	40%	
HACKBERRY / <i>CELTIS OCCIDENTALIS</i>	10"	187	ALIVE	REMOVED	4	40%	4.00
HACKBERRY / <i>CELTIS OCCIDENTALIS</i>	10"	188	ALIVE	REMOVED	4	40%	4.00
HACKBERRY / <i>CELTIS OCCIDENTALIS</i>	10"	189	ALIVE	REMOVED	4	40%	4.00
HACKBERRY / <i>CELTIS OCCIDENTALIS</i>	10"	190	ALIVE	REMOVED	4	40%	4.00
SYCAMORE / <i>PLATANUS OCCIDENTALIS</i>	12"	191	ALIVE	REMOVED	4	40%	4.80
CALLERY PEAR MULTI-TRUNK / <i>PYRUS CALLERYANA</i>	15"	192	ALIVE	PRESERVED	4	40%	
SYCAMORE / <i>PLATANUS OCCIDENTALIS</i>	15"	193	ALIVE	PRESERVED	4	40%	
SYCAMORE / <i>PLATANUS OCCIDENTALIS</i>	32"	194	ALIVE	REMOVED	4	40%	12.80
CREPE MYRTLE CLUSTER / <i>LAGERSTROEMIA</i>	6"	195	ALIVE	PRESERVED	4	40%	
CREPE MYRTLE CLUSTER / <i>LAGERSTROEMIA</i>	6"	196	ALIVE	REMOVED	4	40%	2.40
CREPE MYRTLE CLUSTER / <i>LAGERSTROEMIA</i>	6"	197	ALIVE	REMOVED	4	40%	2.40
MITIGATION TOTAL =							759.400000



Valley Quest
DESIGN

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

CONSULTANT:

OWNER / CLIENT:

Barbee Enterprises, Inc.
214-538-0479
John@BarbeeEnterprises.com

Project No: 2021-074
Drawn By: CTA
Reviewed By: JDB
Issue Type: Drawings
Issue Date: 12/20/2021

REVISIONS:

No.	Date	Description
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Interim review documents.
Not for regulatory approval,
permitting or construction.
Jeremy D. Blad
Texas RLA No. 2734

DECEMBER 20, 2021

PROJECT:

EL DORADO BEND
1816 WEST ELDORADO
PKWY

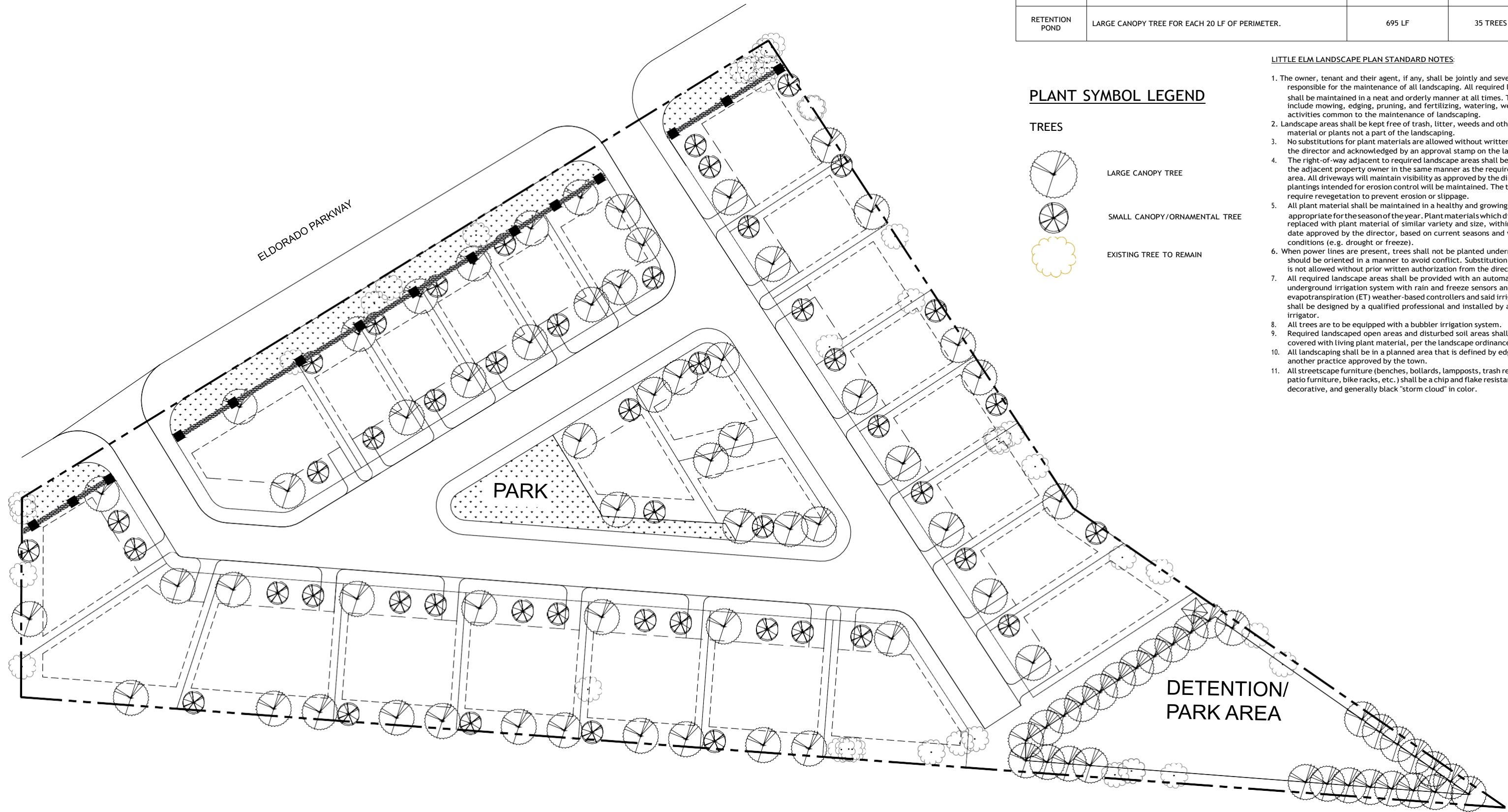
LITTLE ELM, TEXAS

SHEET TITLE:

TREE PRESERVATION
PLAN

SHEET NUMBER:

TP.02



PROJECT LANDSCAPE DATA TABLE				
CITY LANDSCAPE REQUIREMENTS				
TYPE	REQUIREMENT	MEASUREMENT	REQUIRED	PROVIDED
LOT TREES	FRONT: 1 LARGE, REAR: 1 LARGE, 1 SMALL TREES, SHRUBS: 8 TOTAL PER 30-49 FOOT LOT, FRONT OR J-SWING ENTRY	-	1 LOT	YES
	FRONT: 1 LARGE, 1 SMALL REAR: 1 LARGE TREES, SHRUBS: 10 TOTAL PER 30-49 FOOT LOT, CORNER LOT	-	2 LOTS	YES
	FRONT: 1 LARGE / 1 SMALL, REAR: 1 LARGE / 1 SMALL TREES, SHRUBS: 12 TOTAL PER 50-69 FOOT LOT, FRONT OR J-SWING ENTRY	-	12 LOTS	YES
	FRONT: 3 LARGE / 1 SMALL, REAR: 1 LARGE TREES, SHRUBS: 15 TOTAL PER 50-69 FOOT LOT, CORNER LOT	-	1 LOT	YES
	FRONT: 1 LARGE / 2 SMALL, REAR: 2 LARGE / 1 SMALL TREES, SHRUBS: 18 TOTAL PER 70-89 FOOT LOT, FRONT OR J-SWING ENTRY.	-	7 LOTS	YES
	FRONT: 3 LARGE / 2 SMALL, REAR: 2 LARGE / 2 SMALL TREES, SHRUBS: 24 TOTAL PER 70-89 FOOT LOT AND LARGER, CORNER LOT.	-	2 LOTS	YES
RETENTION POND	LARGE CANOPY TREE FOR EACH 20 LF OF PERIMETER.	695 LF	35 TREES	35 TREES

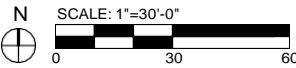
PLANT SYMBOL LEGEND

- TREES
- LARGE CANOPY TREE
 - SMALL CANOPY/ORNAMENTAL TREE
 - EXISTING TREE TO REMAIN

LITTLE ELM LANDSCAPE PLAN STANDARD NOTES:

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

LANDSCAPE PLAN



Valley Quest
DESIGN

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

CONSULTANT:

OWNER / CLIENT:

Barbee Enterprises, Inc.
214-538-0479
John@BarbeeEnterprises.com

Project No:	2021-074
Drawn By:	CTA
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Issue Type:	Drawings
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REVISIONS:

No.	Date	Description

Interim review documents.
Not for regulatory approval,
permitting or construction.
Jeremy D. Blad
Texas RLA No. 2734

DECEMBER 20, 2021

PROJECT:

EL DORADO BEND
1816 WEST ELDORADO
PKWY

LITTLE ELM, TEXAS

SHEET TITLE:

LANDSCAPE PLAN

SHEET NUMBER:

LP.01

TRAFFIC IMPACT ANALYSIS CHECKLIST

GENERAL INFORMATION

- (1) The Town of Little Elm's Subdivision Ordinance provides that a Traffic Study may be required with Preliminary Plat applications. If the proposed development exceeds one or more of the three threshold criteria listed below, a traffic study will be required to be submitted. Otherwise, for projects that do not exceed any of the three criteria, a Traffic Study Threshold Worksheet must be submitted and approved by the Town's Engineer prior to submittal of the Preliminary Plat application.
- (2) A Traffic Impact Study may be required by the Town Engineer when an amendment to the Master Thoroughfare Plan is sought (Section 107.08.01(a)(3), *Master Thoroughfare Plan Amendments*).
- (3) Please describe in detail your evaluation of each criteria listed below. Additional sheets should be utilized.
- (4) The Town of Little Elm is completely paperless in terms of submittals and resubmittals. All required materials shall be submitted in electronic formats (Adobe PDF via email) or through the Town's dropbox server, *Hightail*. All digital items may also be submitted on a CD/DVD or flash drive. Each file shall be labeled on the disc or drive as it appears on the checklist. Discs or drives must be clearly labeled with the project name on the outside of the media.

Applicant	Staff	Criteria Threshold for Traffic Impact Analysis (TIA)
		CRITERIA
NA		The development exceeds parking 100 spaces average per driveway.
NA		Any driveway in the development is projected to serve 1000 or more vehicles per day.
NA		Any driveway in the development is projected to serve 1000 or more vehicles in the design hour.

Unless approved otherwise, trip generation rates should be based on the most recent edition of the Institute of Transportation Engineers (ITE) *Trip Generation Manual*.

I hereby certify that this project does not exceed any of the three threshold criteria shown above and therefore the development would not warrant a Traffic Study in accordance with Section 107.08.01(b)(v) of the Subdivision Ordinance of the Town of Little Elm.

Name: SCOTT L. GRAVES Registration No. 111 Date: _____
 Firm: KJE Phone: 937 0805 E-mail: sgraves@kje-us.com

For Town Use Only: The requirement for a Traffic Study with this submittal is hereby waived:

Name: _____ Title: _____ Date: _____















Playground Example:



Simtek EcoStone Wall/Fencing:



Masonry Wall Sample:

It is the Developer's intentions to use lighter stone and lighter brick throughout the wall and the entries. The brick wall with have brick columns approximately every 10', with stone columns approximately every 50'. It is also intended to use stone wall and columns at the entries.

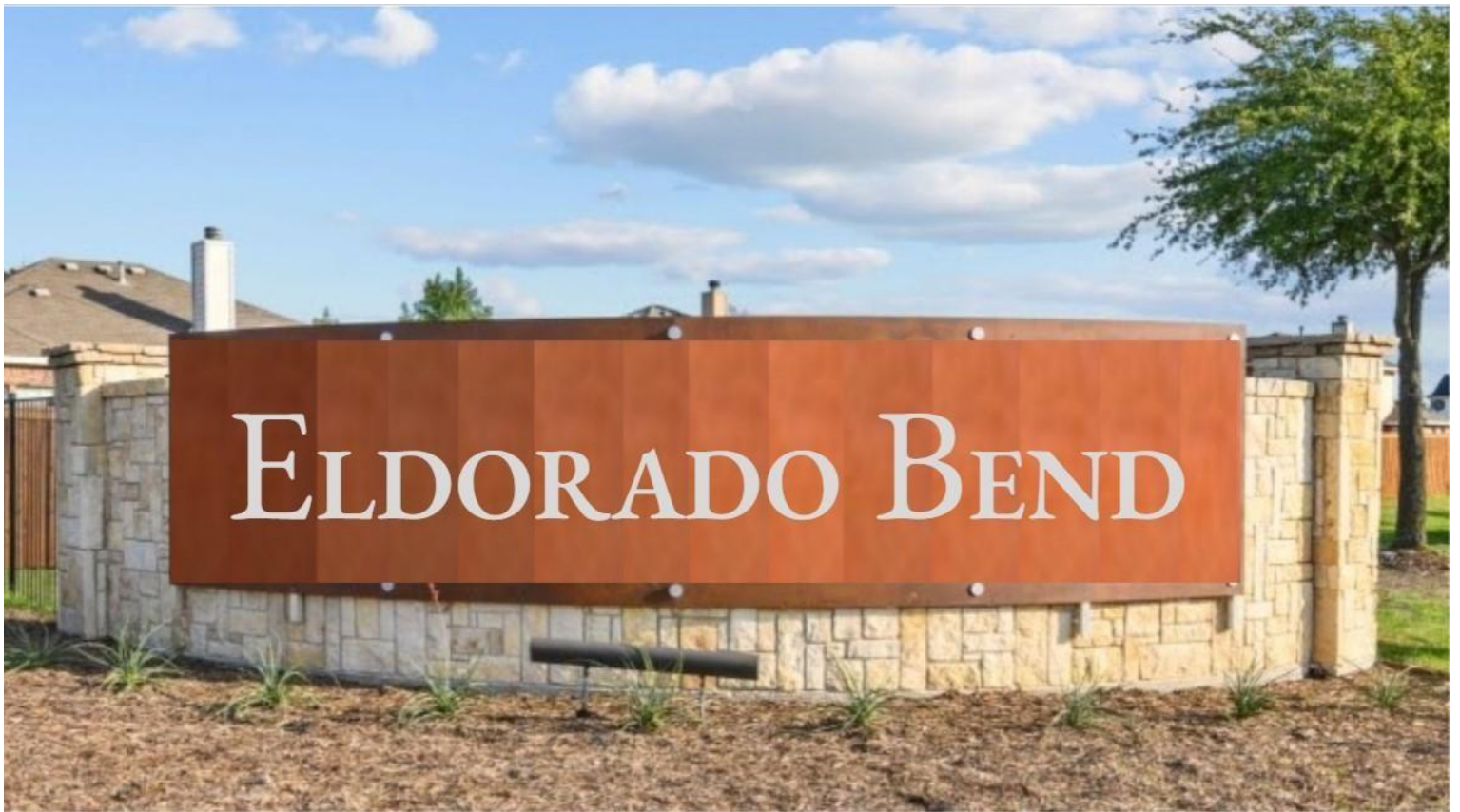


EXAMPLE

Enhanced Entry Sample:

It is the Developer's intentions to use lighter stone and lighter brick throughout the wall and the entries. The brick wall with have brick columns approximately every 10', with stone columns approximately every 50'. It is also intended to use stone wall and columns at the entries.

The signs will be similar to the below. The Developer is currently considering copper letters on a rusty metal plaque, attached to the stone wall. The signs will only say "Eldorado Bend".



EXAMPLE



Date: 02/01/2022
Agenda Item #: 7. A.
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 Unique Luxury Commercial Development (ULCD).**

DESCRIPTION:

The attached agreement is to solidify the Planned Development and the intended design of the proposed commercial development as outlined in the associated development documents and plans for Shops at Lakefront Planned Development.

BUDGET IMPACT:

There is no budget impact associated with this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Development Agreement - Shops at Lakefront PD

STATE OF TEXAS §
 §
COUNTY OF DENTON §

**DEVELOPMENT AGREEMENT
FOR SHOPS AT LAKEFRONT PD**

This Development Agreement for Shops at Lakefront Planned Development (“**Agreement**”) is entered into between Unique Luxury Commercial Development (ULCD) (“**Developer**”), whose address for purposes of this Agreement is 821 Lakehill Lane, Allen, Texas 75002, and the Town of Little Elm, Texas (“**Town**”), whose address for purposes of this Agreement is 100 W. Eldorado Parkway, Little Elm, TX 75068. Developer and the Town are sometimes referred herein together as the “**Parties**” and individually as a “**Party**.”

Recitals:

1. Developer is the owner of 4.56 acres generally located at 2009 and 2011 Oak Grove Parkway, on the north side of Oak Grove Parkway, in the Town of Little Elm, Texas (the “**Property**”), which Property is more particularly described in **Exhibit A** attached hereto.
2. In furtherance of the development of the Property, the Parties have negotiated certain matters regarding the Property as set forth in this Agreement.
3. The Parties seek to memorialize these negotiated matters and to include them in this contractually-binding Agreement.

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

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

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

Section 3. Agreements. The Parties agree as follows:

- A. The negotiated and agreed upon zoning and development standards contained in the Shops at Lakefront 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. **Applicability of Town Ordinances.** When the Property is developed, Developer shall construct all structures on the Property, in accordance with all applicable Town ordinances and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

T. Form 1295 Certificate. The Developer agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, the Developer agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the Town, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate.

U. **Undocumented Workers Provision.** The Developer certifies that Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of any public subsidy provided under this Agreement to Developer plus six percent (6.0%), not later than the 120th day after the date the Town notifies Developer of the violation.

V. **Non-Boycott of Israel Provision.** In accordance with Chapter 2270 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2270 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless Developer is not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Developer verifies that Developer does not boycott Israel and will not boycott Israel during the Term of this Agreement.

W. **Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

X. **Report Agreement to Comptroller's Office.** Town covenants and agrees to report this Agreement to the State Comptroller's office within fourteen (14) days of the Effective Date of this Agreement, in accordance with Section 380.004 of the Texas Government Code, as added by Texas House Bill 2404, 87th Tex. Reg. Session (2021) (effective September 1, 2021). [For Chapter 380 Agreements]

Y. **Verification Against Discrimination of Firearm or Ammunition Industries.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

Z. **Verification Against Discrimination Developer Does Not Boycott Energy Companies.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) the Developer will not boycott energy companies during the Term of this Agreement.

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

DEVELOPER

a _____ company

By: _____

Date: _____

TOWN OF LITTLE ELM, TEXAS

By: _____
Matt Mueller
Town Manager

Date: _____

ATTEST:

By: _____
Caitlan Biggs
Town Secretary

STATE OF TEXAS §
 §
COUNTY OF DENTON §

Before me, the undersigned authority, on this ____ day of _____, 2022, personally appeared MATT MUELLER, Town Manager of the Town of Little Elm, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

By: _____
Notary Public, State of Texas

My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

Before me, the undersigned authority, on this ____ day of _____, 2022, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity of a duly authorized representative of _____.

[Seal]

By: _____
Notary Public, State of Texas

My Commission Expires: _____

EXHIBIT A

Property Description

METES AND BOUNDS

Being a 4.55 acre tract or parcel of land situated in the David M. Cule Survey, Abstract Number 226 in the Town of Little Elm, Denton County, Texas and being all of a called 3.562 acre tract of land described in the deed to Wasefa Ghafur, recorded in Document Number 2012-132836 of the Official Records of Denton County, Texas and all of a tract of land described in the deed to Joseph Albert Schnorr, recorded in Volume 2936, Page 86 of the Real Property Records of Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a capped 1/2" iron rod stamped "BURNS" found at the Southeast corner of said 3.562 acre tract and in the South line of a called 6.225 acre tract of land described in the deed to Robert J. Hertich, recorded in Document Number 2006-124095 of the Official records of Denton County, Texas and in the North right-of-way line of State Highway 720;

THENCE with the South line of said 3.562 acre tract and the common North right-of-way line of said State Highway 720 the following courses and distances:

North 73°45'22" West, a distance of 218.17 feet to a capped 1/2" iron rod stamped "EAGLE SURVEYING" set;

With a curve to the left having a radius of 5794.58 feet, a delta angle of 01°16'31", a chord bearing and distance of North 70°16'25" West, 128.96 feet and an arc length of 128.96 feet to a capped 1/2" iron rod stamped "EAGLE SURVEYING" set;

North 44°39'50" West a distance of 11.29 feet to a capped 1/2" iron rod stamped "EAGLE SURVEYING" set;

North 71°12'41" West, a distance of 40.49 feet to a capped 1/2" iron rod stamped "EAGLE SURVEYING" set;

South 82°14'28" West, a distance of 11.29 feet to a capped 1/2" iron rod stamped "EAGLE SURVEYING" set;

With a curve to the left having a radius of 5794.58 feet, a delta angle of 02°56'47", a chord bearing and distance of North 72°59'05" West, 297.96 feet and an arc length of 297.99 feet to a capped 1/2" iron rod stamped "EAGLE SURVEYING" set;

North 74°27'28" West, a distance of 54.11 feet to a capped 1/2" iron rod stamped "EAGLE SURVEYING" set;

With a curve to the left of having a radius of 5774.59 feet, a delta angle of 02°41'38", a chord bearing and distance of North 73°11'50" West, 271.47 feet and passing at an arc length of 62.01 feet a capped 1/2" iron rod stamped "METROPLEX R.P.L.S. 1849" found at the Southwest corner of said 3.562 acre tract and the common Southeast corner of said Schnorr tract, continuing with said curve and with the South line of said Schnorr tract and the common North right-of-way line of said State Highway 720, a total arc length of 271.50 feet to a 100-D nail found at the Southwest corner of said Schnorr tract and the common Southeast corner of a called 0.962 acre

tract of land described in the deed to Himanshu Polavarpu and Rajeeva L. Kothuru, recorded in Document Number 2018-129464 of the Official Records of Denton County, Texas;

THENCE North 00°40'25" West, with the West line of said Schnorr tract and the common East line of said 0.962 acre tract, a distance of 209.00 feet to a capped 1/2" iron rod stamped J.E. SMITH R.P.L.S. 3700" found at the Northwest corner of said Schnorr tract and the common Northeast corner of said 0.962 acre tract and being in the South line of Block A of Oak Grove an addition to the Town of Little Elm, recorded in Document Number 2020-406 of the Plat Records of Denton County, Texas;

THENCE with the North line of said Schnorr tract and the common South line of said Block A and with a curve to the right having a radius of 5975.90 feet, a delta angle of 05°24'47", a chord bearing and distance of South 72°24'11" East, 564.38 feet and passing at an arc length of 208.84 feet a capped 1/2" iron rod stamped "METROPLEX R.P.L.S. 1849" found at the Northeast corner of said Schnorr tract and the common Northwest corner of said 3.562 acre tract and continuing with said curve and the North line of said 3.562 acre tract and the common South line of said Block A a total an arc length of 564.59 feet to a 1/2" iron rod with an illegible cap found;

THENCE South 74°00'38" East, with the North line of said 3.562 acre tract and the common South line of said Block A, a distance of 150.93 feet to a fence post found at the Southeast corner of Lot 58X, Block A of said Oak Grove and the common Southwest corner of said 6.225 acre tract;

THENCE South 66°49'41" East, with the North line of said 3.562 acre tract and the common South line of said 6.225 acre tract, a distance of 330.56 feet to a 1/2" iron rod found at the Northeast corner of said 3.562 acre tract and being an angle point in the South line of said 6.225 acre tract;

THENCE South 00°14'51" East with the East line of said 3.562 acre tract and the common South line of said 6.225 acre tract, a distance of 170.99 feet to the **POINT OF BEGINNING** and containing 4.55 acres of land more or less.

EXHIBIT B

Shops at Lakefront PD Ordinance

**TOWN OF LITTLE ELM
ORDINANCE NO. 1657**

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING THE ZONING FROM LIGHT COMMERCIAL (LC) TO A PLANNED DEVELOPMENT – LIGHT COMMERCIAL (PD-LC) DISTRICT IN ORDER TO ALLOW A COMMERCIAL DEVELOPMENT WITH MODIFIED DEVELOPMENT STANDARDS ON 4.56 ACRES OF LAND GENERALLY LOCATED AT 2009 AND 2011 OAK GROVE PARKWAY, ON THE NORTH SIDE OF OAK GROVE PARKWAY; 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 Planned Development-Light Commercial (PD-LC) with modified development standards on approximately 4.56 acres of land currently zoned Light Commercial (LC), more specifically described in 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 zoning change described herein; and

WHEREAS, at its regular meeting held on January 6, 2022 the Planning & Zoning Commission considered and made recommendations on a request for Planned

Development-Light Commercial (PD-LC) (Case No. PD-21-01366); 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 request is 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 Planned Development-Light Commercial (PD-LC) with modified development standards in order to allow a new commercial development, the same generally located at 2009 and 2011 Oak Grove Parkway, on the north side of Oak Grove Parkway, within Little Elm Town limits, approximately 4.56 acres 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 Light Commercial (LC) 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-Light Commercial (PD-LC). 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, images, 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 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 1st day of February, 2022.

Town of Little Elm, Texas

Curtis Cornelious, Mayor

ATTEST:

Caitlan Biggs, Town Secretary

Exhibit A
Metes and Bounds

METES AND BOUNDS

Being a 4.55 acre tract or parcel of land situated in the David M. Cule Survey, Abstract Number 226 in the Town of Little Elm, Denton County, Texas and being all of a called 3.562 acre tract of land described in the deed to Wasefa Ghafur, recorded in Document Number 2012-132836 of the Official Records of Denton County, Texas and all of a tract of land described in the deed to Joseph Albert Schnorr, recorded in Volume 2936, Page 86 of the Real Property Records of Denton County, Texas and being more particularly described by metes and bounds as follows:

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THENCE with the South line of said 3.562 acre tract and the common North right-of-way line of said State Highway 720 the following courses and distances:

North 73°45'22" West, a distance of 218.17 feet to a capped 1/2" iron rod stamped "EAGLE SURVEYING" set;

With a curve to the left having a radius of 5794.58 feet, a delta angle of 01°16'31", a chord bearing and distance of North 70°16'25" West, 128.96 feet and an arc length of 128.96 feet to a capped 1/2" iron rod stamped "EAGLE SURVEYING" set;

North 44°39'50" West a distance of 11.29 feet to a capped 1/2" iron rod stamped "EAGLE SURVEYING" set;

North 71°12'41" West, a distance of 40.49 feet to a capped 1/2" iron rod stamped "EAGLE SURVEYING" set;

South 82°14'28" West, a distance of 11.29 feet to a capped 1/2" iron rod stamped "EAGLE SURVEYING" set;

With a curve to the left having a radius of 5794.58 feet, a delta angle of 02°56'47", a chord bearing and distance of North 72°59'05" West, 297.96 feet and an arc length of 297.99 feet to a capped 1/2" iron rod stamped "EAGLE SURVEYING" set;

North 74°27'28" West, a distance of 54.11 feet to a capped 1/2" iron rod stamped "EAGLE SURVEYING" set;

With a curve to the left of having a radius of 5774.59 feet, a delta angle of 02°41'38", a chord bearing and distance of North 73°11'50" West, 271.47 feet and passing at an arc length of 62.01 feet a capped 1/2" iron rod stamped "METROPLEX R.P.L.S. 1849" found at the Southwest corner of said 3.562 acre tract and the common Southeast corner of said Schnorr tract, continuing with said curve and with the South line of said Schnorr tract and the common North right-of-way line of said State Highway 720, a total arc length of 271.50 feet to a 100-D nail found at the Southwest corner of said Schnorr tract and the common Southeast corner of a called 0.962 acre

tract of land described in the deed to Himanshu Polavarpu and Rajeeva L. Kothuru, recorded in Document Number 2018-129464 of the Official Records of Denton County, Texas;

THENCE North 00°40'25" West, with the West line of said Schnorr tract and the common East line of said 0.962 acre tract, a distance of 209.00 feet to a capped 1/2" iron rod stamped J.E. SMITH R.P.L.S. 3700" found at the Northwest corner of said Schnorr tract and the common Northeast corner of said 0.962 acre tract and being in the South line of Block A of Oak Grove an addition to the Town of Little Elm, recorded in Document Number 2020-406 of the Plat Records of Denton County, Texas;

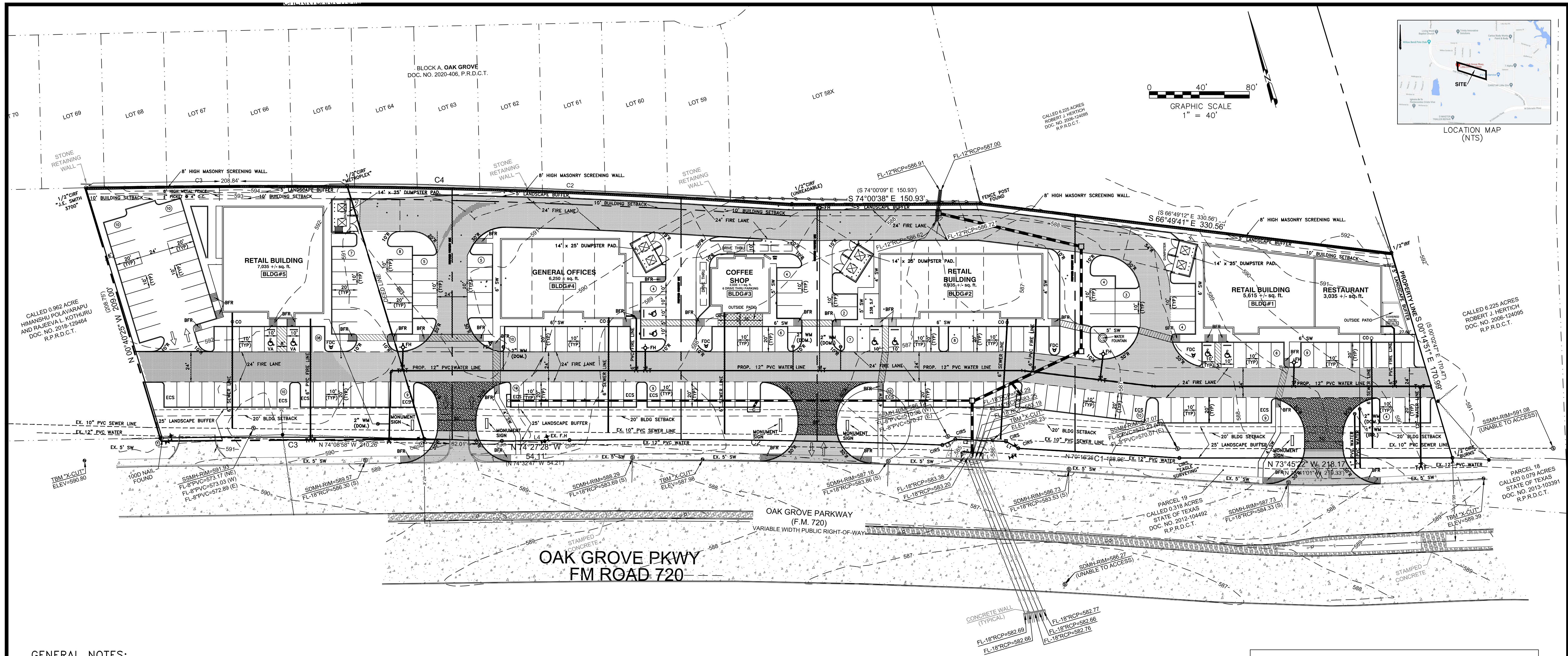
THENCE with the North line of said Schnorr tract and the common South line of said Block A and with a curve to the right having a radius of 5975.90 feet, a delta angle of 05°24'47", a chord bearing and distance of South 72°24'11" East, 564.38 feet and passing at an arc length of 208.84 feet a capped 1/2" iron rod stamped "METROPLEX R.P.L.S. 1849" found at the Northeast corner of said Schnorr tract and the common Northwest corner of said 3.562 acre tract and continuing with said curve and the North line of said 3.562 acre tract and the common South line of said Block A a total an arc length of 564.59 feet to a 1/2" iron rod with an illegible cap found;

THENCE South 74°00'38" East, with the North line of said 3.562 acre tract and the common South line of said Block A, a distance of 150.93 feet to a fence post found at the Southeast corner of Lot 58X, Block A of said Oak Grove and the common Southwest corner of said 6.225 acre tract;

THENCE South 66°49'41" East, with the North line of said 3.562 acre tract and the common South line of said 6.225 acre tract, a distance of 330.56 feet to a 1/2" iron rod found at the Northeast corner of said 3.562 acre tract and being an angle point in the South line of said 6.225 acre tract;

THENCE South 00°14'51" East with the East line of said 3.562 acre tract and the common South line of said 6.225 acre tract, a distance of 170.99 feet to the **POINT OF BEGINNING** and containing 4.55 acres of land more or less.

Exhibit B
Development Plans



GENERAL NOTES:

- 1- ALL SIGNAGE IS APPROVED VIA A SEPARATE PERMIT THROUGH THE BUILDING SAFETY DIVISION.
2. ALL MECHANICAL EQUIPMENT, DUMPSTERS, ROOFTOP UNITS, ETC SHALL BE SCREENED IN COMPLIANCE WITH ZONING ORDINANCE.
3. ALL LIGHTING SHALL COMPLY WITH THE ZONING ORDINANCE.
4. ANY ALTERATION TO THE SITE PLAN, INCLUDING BUILDING ELEVATION AND LANDSCAPE SUBSTITUTIONS, REQUIRE TOWN APPROVAL THRUH A REVISED PLAN, STAMPED BY STAFF.

LINE	BEARING	DISTANCE
L1	N 44°39'50" W	11.29'
L2	N 71°12'41" W	40.49'
L3	S 82°14'28" W	11.29'
L4	N 74°27'28" W	54.11'
L5	N 72°05'03" W	62.15'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	297.99'	5794.58'	2°56'47"	N 72°59'05" W	297.96'
C2	355.74'	5975.90'	3°24'39"	S 71°24'07" E	355.69'
C3	209.51'	5894.42'	2°00'21"	S 74°04'06" E	209.50'

FLOOD NOTE

This property is located in **Non-Shaded Zone "X"** as scaled from the F.E.M.A. Flood Insurance Rate Map dated April 18, 2011 and is located in Community Number 481152 as shown on Map Number 48121C0415G.



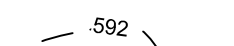

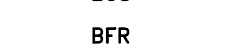
Site Data Summary Table - Lot 1, Block A

General Site Data	
Zoning (from zoning map)	LC : Light Commercial
Land Use (from zoning ordinance)	Retail / Medical Office / Restaurant
Lot Area (square feet & acres)	198,766.55 s.f. (4.56 acres)
Building Footprint Area	Building #1 = 8,650.00 s.f. Building #2 = 6,935.00 s.f. Building #3 = 2,035.00 s.f. Building #4 = 6,250.00 s.f. Building #5 = 7,035.00 s.f.
Total Building Area	30,905.00 s.f.
Building Height (# stories)	1 story
Building Height (feet-distance to tallest building element)	31 ft
Lot Coverage (percent - xxx%)	16.31%
Floor Area Ratio (ratio -xxx:1)	0.15:1
Parking	
Parking Ratio (from zoning ordinance) :	One (1) parking space per 200 s.f. Retail. One (1) parking space per 200 s.f. Medical Office. One (1) parking space per 100 s.f. Restaurant.
Required Parking Spaces:	25,835 s.f. Retail / Medical Office = 25,835/200 = 130 parking spaces 5070s.f. Restaurant = 5070/100 = 51 parking spaces
Total Required Parking Spaces:	181
Total Provided Parking Spaces:	191
Electric Car Apace:	Required 1/20 parking spaces = 10 Provided = 10
Accessible Parking Required (#spaces)	6
Accessible Parking Provided (#spaces)	9 (2 VAN ACCESSIBLE)
Parking in Excess of 110% of required parking	0
Landscape Area (including turf area)	
Street Landscape Buffer area Provided (s.f.)	20,777.00
Required interior Landscape area (10% of total lot area) s.f.	19,876.65
Additional interior landscape area provided (s.f.)	21860.00
Other Landscape Area within the lot including stormwater conservation areas (s.f.)	0.00
Total Landscape Area (s.f.)	42,637.00

PD STIPULATIONS :

1. 5' REAR LANDSCAPE BUFFER WHEN ADJACENT TO RESIDENTIAL. (20' REQUIREMENT)
2. LOTS 3 & 4 TO SHARE A 14'X25' DOUBLE DUMPSTER.
3. SINGLE ROW OF TREES AT REAR SIDE OF THE PROPERTY. (DOUBLE ROW REQUIREMENT)
4. DEAD END FIRE LANE AT EAST AND WEST SIDE OF THE PROPERTY.
5. ALL LOTS TO HAVE A PARKING SHARE AGREEMENT BETWEEN THEM.

LEGEND:

-  = FIRE LANE
-  = STAMPED COLOR CONCRETE
-  = EXISTING CONTOUR
-  = ELECTRIC CAR SPACE
-  = BARRIER FREE RAMP

OWNER: Wasefa Ghafur
821 LAKE HILL LANE
ALLEN, TEXAS. 75013
Tel. # 214-799-9732
EMAIL: wasefa@yahoo.com

SHOPS AT LAKE FRONT
2011 OAK GROVE PARKWAY
LITTLE ELM, TEXAS.

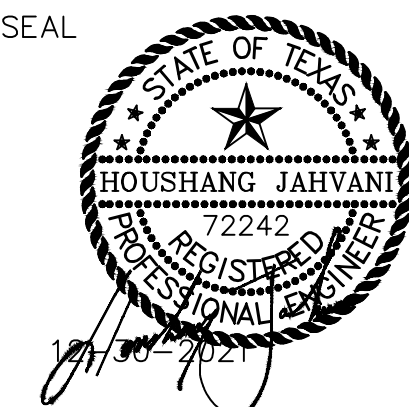
JAHVANI CONSULTING
ENGINEERS, INC.

TYPE REGISTRATION NO. F-10198

2121 N. JOSEY LANE, #100
CARROLLTON, TEXAS 75006
TEL. (214) 718-9469
jahvani@hotmail.com

REVISIONS DATE

SEAL



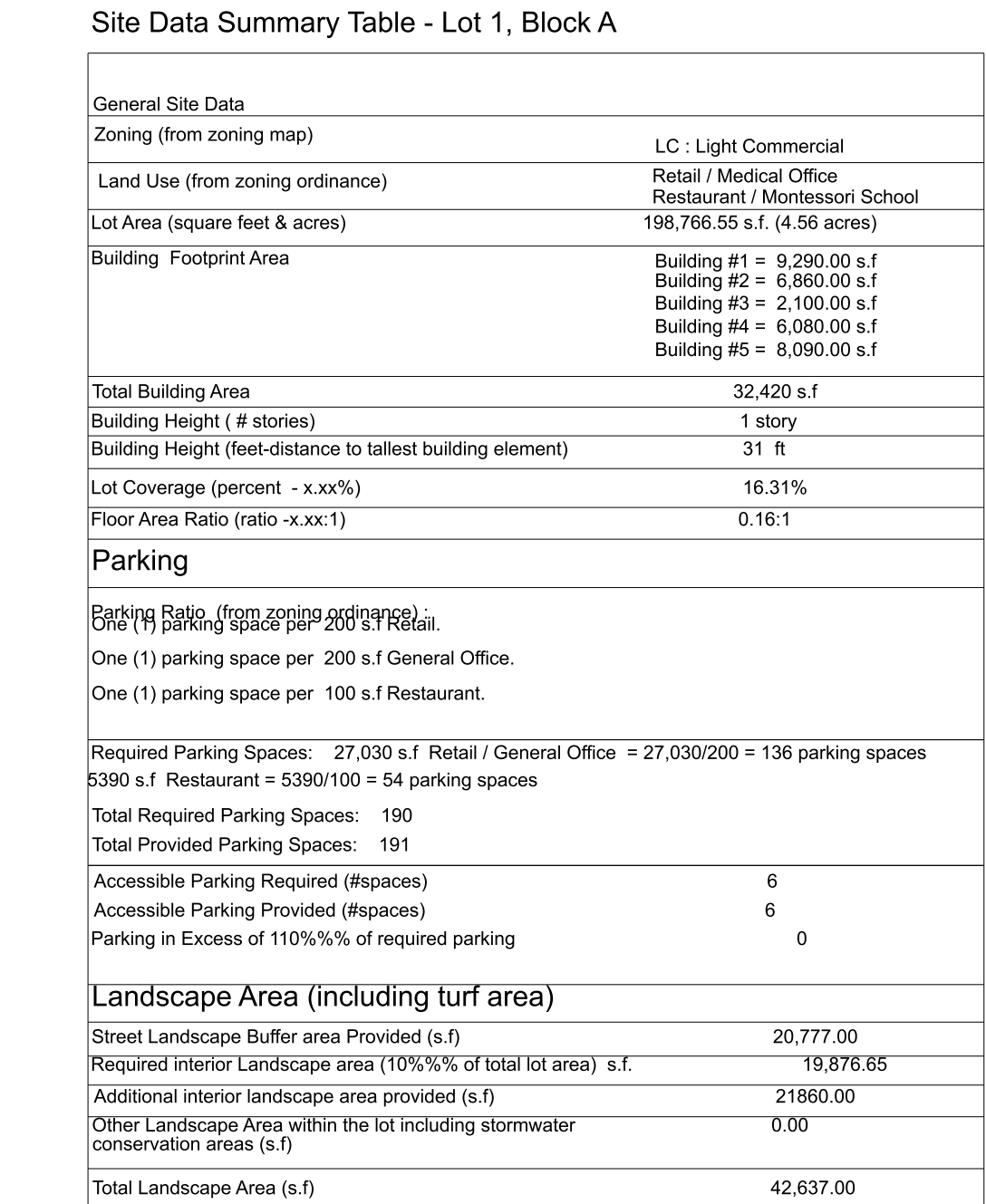
DWG. TITLE:
SITE PLAN

DRAWN BY: HJ
SCALE: 1" = 40'

DATE 12-30-2021

1 of 1
SHEET NUMBER

EXHIBIT "B"





1. CONTRACTOR SHALL STAKE OUT TREE LOCATIONS AND BED CONFIGURATION FOR APPROVAL BY OWNER PRIOR TO INSTALLATION.
2. CONTRACTOR IS RESPONSIBLE FOR VERIFYING LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ADVISE THE OWNERS REPRESENTATIVE OF ANY CONDITION FOUND ON-SITE WHICH PROHIBITS INSTALLATION AS SHOWN ON THESE PLANS.
4. ALL SHRUB AND GROUNDCOVER BEDS SHALL HAVE A MINIMUM OF (2") TWO INCHES OF HARDWOOD BARK MULCH.
5. LANDSCAPE EDGING SHALL BE LOCATED AS NOTED ON PLAN.
6. TREES SHALL BE PLANTED A LEAST FIVE (5') FEET FROM ANY UTILITY LINE, AND OUTSIDE ALL UTILITY EASEMENTS AND A THREE (3') CLEAR DIAMETER AROUND FIRE HYDRANTS, UNLESS PRIOR APPROVAL IS GRANTED.
7. TREES OVERHANGING WALKS AND PARKING AREAS SHALL HAVE A CLEAR TRUNK HEIGHT OF SEVEN (7') FEET.
8. TREES ON ADJACING VISIBILITY EASEMENTS OF RIGHT-OF-WAYS SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF SEVEN (7') FEET.
9. TREES PLANTED ON SLOPES WILL HAVE THE SOIL STAIN AT AVERAGE GRADE OF SLOPE.
10. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION, AND MUST BE REPLACED WITH PLANT MATERIAL OF SIMILAR VARIETY AND SIZE, IF DAMAGED, DESTROYED OR REMOVED.
12. LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER AND WEEDS.
13. AN AUTOMATIC IRRIGATION SYSTEM SHALL BE PROVIDED TO MAINTAIN ALL LANDSCAPE AREAS. OVER SPRAY ON STREETS AND WALKS IS PROHIBITED.
14. A MINIMUM OF ONE BUBBLER PER CANOPY TREE AND ORNAMENTAL TREE.
15. ALL HYDROSEEDING AND PLANTING BEDS TO HAVE BIOSOL FORTE 7-2-1 FERTILIZER APPLIED AT MANUFACTURERS RATE.

Enhanced entranceway paving	5 points
Enhanced hardscape (stamped crosswalks)	5 points
Buffer berms	5 points
Hardscaping, signage, or architectural features that include reference to Little Elm's lakefront character	10 points
Public art, small	5 points

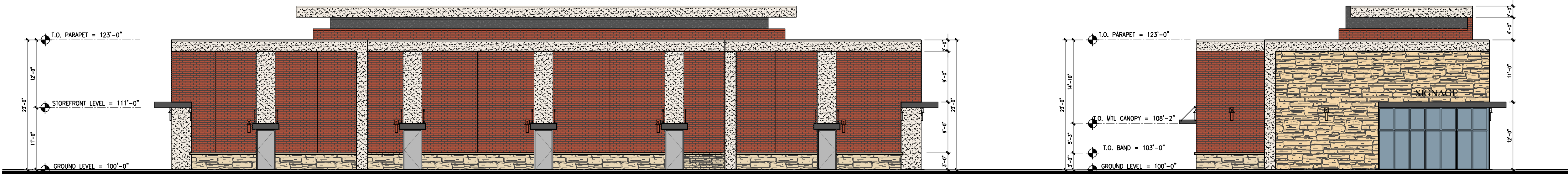
Quantity	Symbol	Description
Ground Cover-Vines		
60958		Cynodon dactylon / Bermudagrass sq. ft.
Shrubs Under 4 Feet		
145	⊗	Leucophyllum frutescens/ Texas Sage 36" ht. min.
135	⊙	Ilex burfordi nana / Dwarf Burford Holly 36" ht min.
Trees		
28	⊗	Ilex vomitoria / Holly, Yaupon 6 ft. to 8 ft.
39	+	Pistacia chinensis/ Pistache, Chinese 3 in. cal min
27	+	Quercus macrocarpa / Oak, Bur or Mossycup 3 in cal min
25	⊗	Quercus muehlenbergii / Oak, Chinkapin 3 in cal min
27	⊗	Quercus shumardii / Oak, Shumard 3 in. cal min
35	+	Ulmus crassifolia / Elm, Cedar 3 in. cal min

Landscape Buffer Between Properties - 1048 ft
Trees Required - 52 Large Trees, 11 Ornamental Trees
Trees Provided - 58 Large Trees, 12 Ornamental Trees


xl-3,l4,t4;= FIRE LANE

592

xl-3,l4,t4;= EXISTING CONTOUR

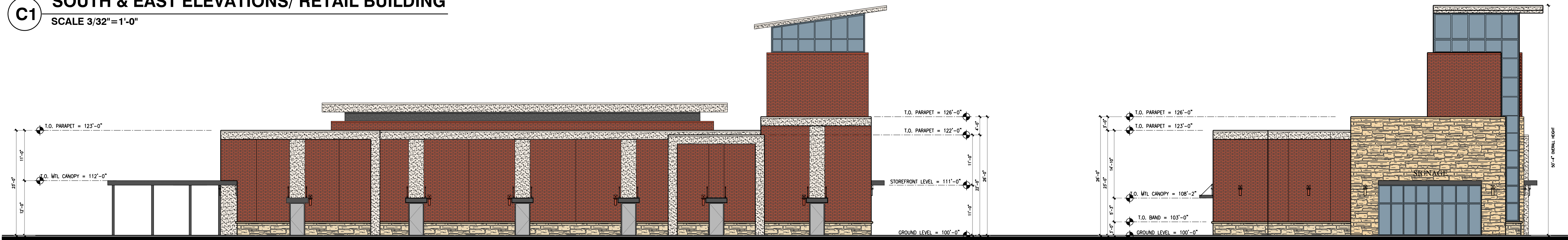
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	297.99'	5794.58'	2°56'47"	N 72°59'05" W	297.96'
C2	355.74'	5975.90'	3°20'43"	S 71°24'07" E	355.69'
C3	209.51'	5984.42'	2°02'21"	S 74°04'06" E	209.50'



D1 NORTH & WEST ELEVATIONS/ RETAIL BUILDING
SCALE 3/32"=1'-0"



C1 SOUTH & EAST ELEVATIONS/ RETAIL BUILDING
SCALE 3/32"=1'-0"

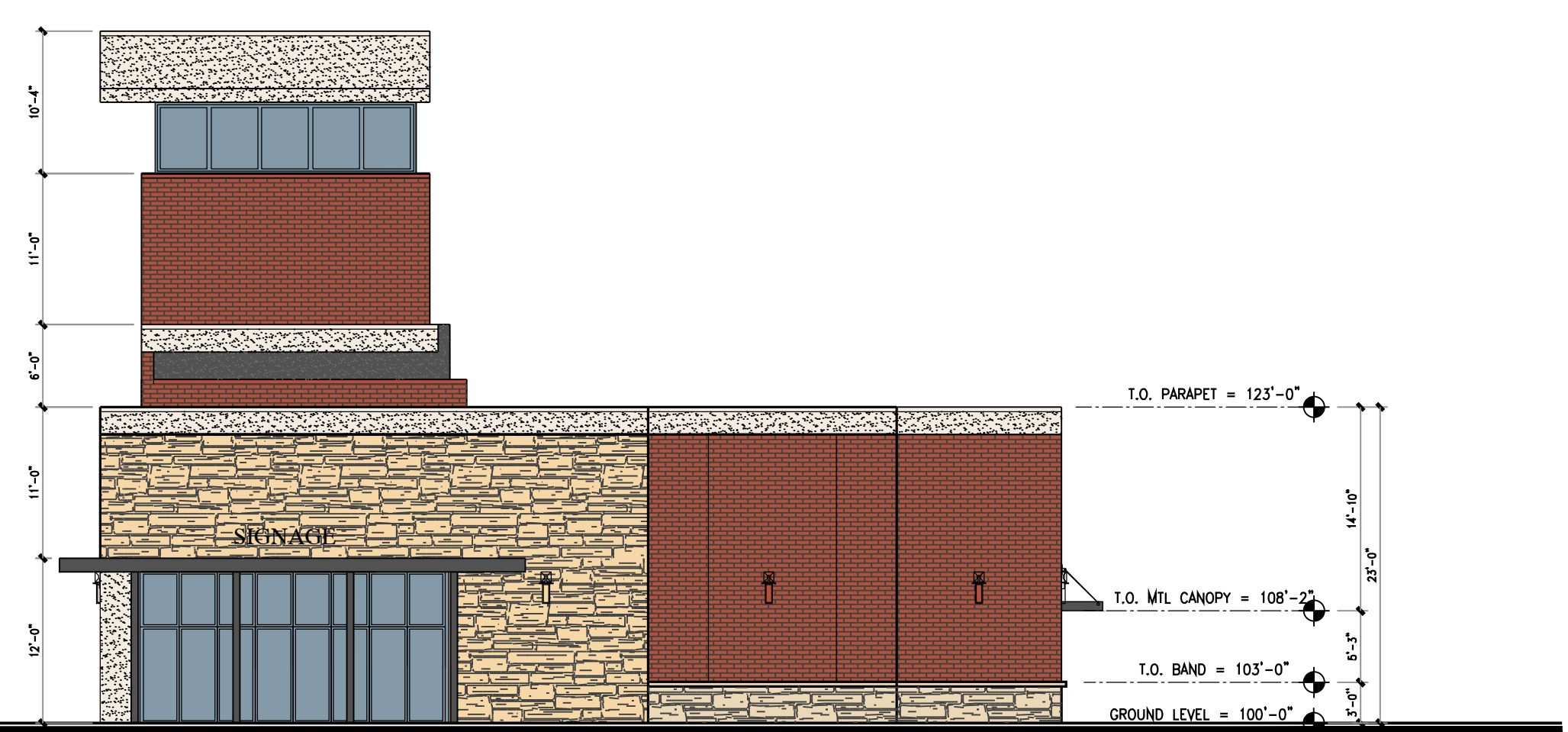


B1 NORTH ELEVATION/RETAIL _ RESTAURANT
SCALE 3/32"=1'-0"

B3 WEST ELEVATION/RETAIL _ RESTAURANT
SCALE 3/32"=1'-0"

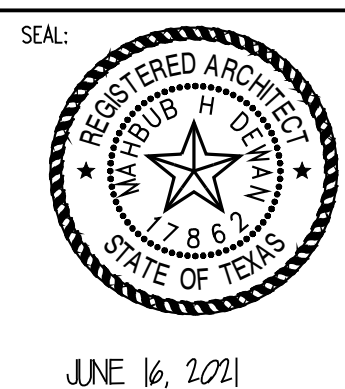


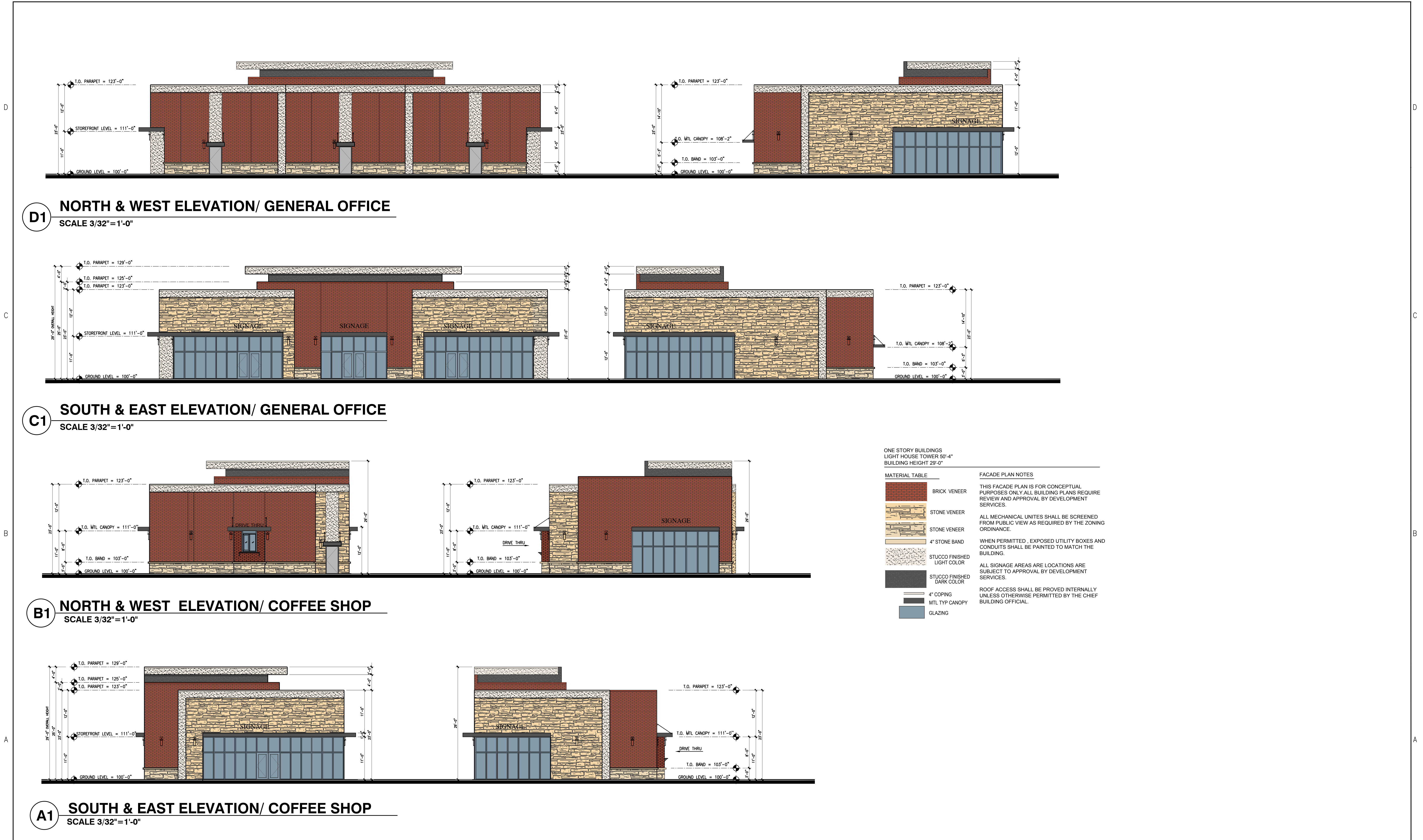
A1 SOUTH ELEVATION/RETAIL _ RESTAURANT
SCALE 3/32"=1'-0"



A3 EAST ELEVATION/RETAIL _ RESTAURANT
SCALE 3/32"=1'-0"

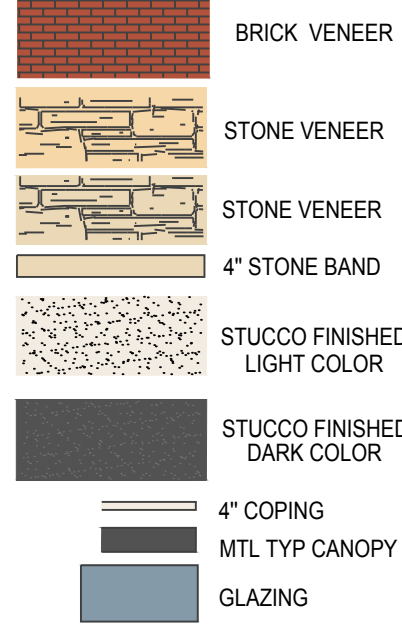
MATERIAL TABLE		FACADE PLAN NOTES	
	BRICK VENEER	THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES.	
	STONE VENEER	ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE.	
	4\"/>	WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.	
	STUCCO FINISHED LIGHT COLOR	ALL SIGNAGE AREAS ARE LOCATIONS ARE SUBJECT TO APPROVAL BY DEVELOPMENT SERVICES.	
	STUCCO FINISHED DARK COLOR	ROOF ACCESS SHALL BE PROVED INTERNALLY UNLESS OTHERWISE PERMITTED BY THE CHIEF BUILDING OFFICIAL.	
	4\"/>		
	MTL TYP CANOPY		
	GLAZING		





ONE STORY BUILDINGS
LIGHT HOUSE TOWER 50'-4"
BUILDING HEIGHT 29'-0"

MATERIAL TABLE



FACADE PLAN NOTES

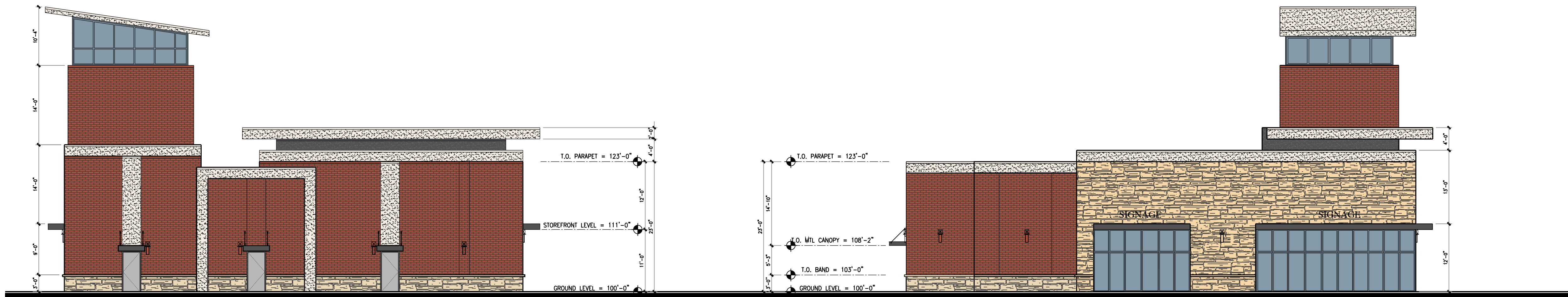
THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES.

ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE.

WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.

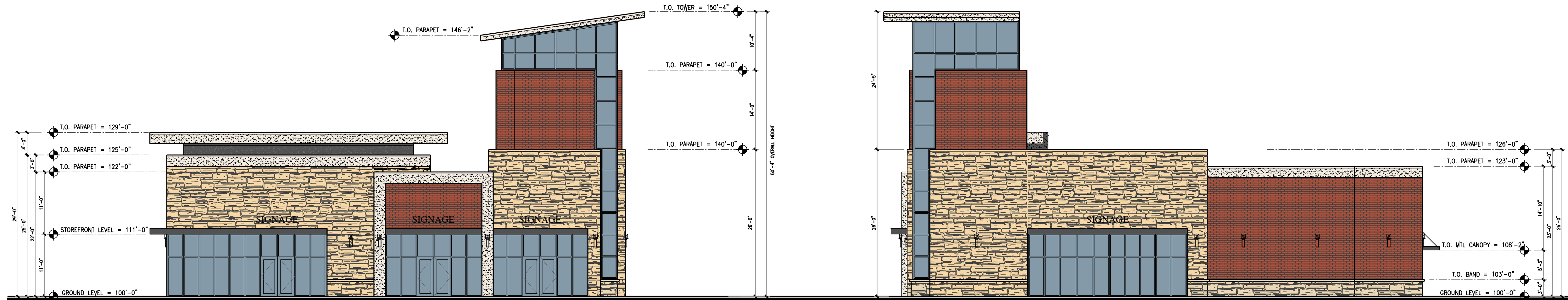
ALL SIGNAGE AREAS ARE LOCATIONS ARE SUBJECT TO APPROVAL BY DEVELOPMENT SERVICES.

ROOF ACCESS SHALL BE PROVED INTERNALLY UNLESS OTHERWISE PERMITTED BY THE CHIEF BUILDING OFFICIAL.



B1 NORTH ELEVATION/ RETAIL BUILDING
SCALE 3/32"=1'-0"

B3 EAST ELEVATION/ RETAIL BUILDING
SCALE 3/32"=1'-0"



A1 SOUTH ELEVATION/ RETAIL BUILDING
SCALE 3/32"=1'-0"

A3 WEST ELEVATION/ RETAIL BUILDING
SCALE 3/32"=1'-0"



CONSULTANT:

PROJECT:

LITTLE ELM PLAZA

2009 OAK GROVE PARKWAY
LITTLE ELM, TEXAS 75068

OWNER:

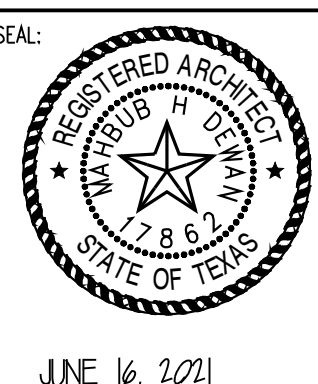
WASEFA GHAFUR

624 W. Wind Dr., Allen, TX., 75002
PHONE: (214) 799-9732
Email : Northeast8684@yahoo.com
Wasefa1@yahoo.com

REVISIONS:

DATE:

SEAL:



TITLE:

**BUILDING
ELEVATIONS
BLDG # 5 _ RETAIL BUILDING**

DATE:	09/01/2021	SCALE:	AS NOTED
DRAWN:		CHECKED:	
PROJECT #	04B-2019		
SHEET NO:	A-3.03		





Date: 02/01/2022
Agenda Item #: 7. B.
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 Barbee Enterprises, Inc.**

DESCRIPTION:

The attached agreement is to solidify the Planned Development and the intended design of the proposed residential development as outlined in the associated development documents and plans for Eldorado Bend Planned Development.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Development Agreement - Eldorado Bend

STATE OF TEXAS §
 §
COUNTY OF DENTON §

**DEVELOPMENT AGREEMENT
FOR ELDORADO BEND PD**

This Development Agreement for Eldorado Bend Planned Development (“**Agreement**”) is entered into between Barbee Enterprises, Inc. (“**Developer**”), whose address for purposes of this Agreement is 2454 Sunderland Lane, Lewisville, Texas 75067, and the Town of Little Elm, Texas (“**Town**”), whose address for purposes of this Agreement is 100 W. Eldorado Parkway, Little Elm, TX 75068. Developer and the Town are sometimes referred herein together as the “**Parties**” and individually as a “**Party**.”

Recitals:

1. Developer is the owner of 5.79 acres generally located on the south side of Eldorado Parkway, approximately 1,000 feet southwest of Oak Grove Parkway, in the Town of Little Elm, Texas (the “**Property**”), which Property is more particularly described in **Exhibit A** attached hereto.

2. In furtherance of the development of the Property, the Parties have negotiated certain matters regarding the Property as set forth in this Agreement.

3. The Parties seek to memorialize these negotiated matters and to include them in this contractually-binding Agreement.

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

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

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

Section 3. Agreements. The Parties agree as follows:

A. The negotiated and agreed upon zoning and development standards contained in the Eldorado Bend 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. Applicability of Town Ordinances. When the Property is developed, Developer shall construct all structures on the Property, in accordance with all applicable Town ordinances and building/construction codes, whether now existing or arising prior to such construction in the future.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

T. Form 1295 Certificate. The Developer agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, the Developer agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide

to the Town, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate.

U. Undocumented Workers Provision. The Developer certifies that Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of any public subsidy provided under this Agreement to Developer plus six percent (6.0%), not later than the 120th day after the date the Town notifies Developer of the violation.

V. Non-Boycott of Israel Provision. In accordance with Chapter 2270 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2270 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless Developer is not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Developer verifies that Developer does not boycott Israel and will not boycott Israel during the Term of this Agreement.

W. Prohibition on Contracts with Certain Companies Provision. In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

X. Report Agreement to Comptroller's Office. Town covenants and agrees to report this Agreement to the State Comptroller's office within fourteen (14) days of the Effective Date of this Agreement, in accordance with Section 380.004 of the Texas Government Code, as added by Texas House Bill 2404, 87th Tex. Reg. Session (2021) (effective September 1, 2021). [For Chapter 380 Agreements]

Y. Verification Against Discrimination of Firearm or Ammunition Industries. Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

Z. Verification Against Discrimination Developer Does Not Boycott Energy Companies. Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the Town, the Developer

represents that: (1) the Developer does not boycott energy companies; and (2) the Developer will not boycott energy companies during the Term of this Agreement.

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

DEVELOPER

a _____ company

By: _____

Date: _____

TOWN OF LITTLE ELM, TEXAS

By: _____

Matt Mueller
Town Manager

Date: _____

ATTEST:

By: _____

Caitlan Biggs
Town Secretary

STATE OF TEXAS §
 §
COUNTY OF DENTON §

Before me, the undersigned authority, on this ____ day of _____, 2022, personally appeared MATT MUELLER, Town Manager of the Town of Little Elm, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

By: _____
Notary Public, State of Texas

My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

Before me, the undersigned authority, on this ____ day of _____, 2022, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity of a duly authorized representative of _____.

[Seal]

By: _____
Notary Public, State of Texas

My Commission Expires: _____

EXHIBIT A

Property Description

PROPERTY DESCRIPTION

ELDORADO BEND PD

All that certain 6.049 acre tract of land in the D.M. Cule Survey, Abstract No. 226, Denton County, Texas, and being all of a called 6.032 acre tract of land described in a Warranty Deed to A.M. Haghi & Associates LLC, recorded in Document Number 2015-18764 of the Official Public Records of said county, and said 6.032 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rebar found for the north corner of said 6.032 acre tract, the northwest corner of Lot 1, Block A of Circle Estates, an addition to the City of Little Elm, recorded in Cabinet Q, Page 44 of the Plat records of said county and in the southeast right-of-way line of Eldorado Parkway, a variable width right-of-way;

THENCE South 33°06'57" East, with the east line of said 6.032 acre tract and the west lines of said Lot 1 and Lot 2, Block A of said Circle Estates addition, a distance of 387.10 feet to the west corner of said Lot 2;

THENCE South 55°16'25" East, continuing with said east line of the 6.032 acre tract and the southwest line of said Lot 2, a distance of 364.14 feet to a 1/2 inch iron rebar with a cap stamped "RPLS 5479" found for the southeast corner of said 6.032 acre tract, the south corner of said Lot 2 and in the west line of Lot 12, Block B of Bay Ridge Estates Phase 2, an addition to the City of Little Elm, recorded in Cabinet O, Page 173 of said Plat Records, from which a 5/8 inch iron rebar found bears North 04°19' West, a distance of 4.8 feet;

THENCE North 85°44'40" West, with the south line of said 6.032 acre tract, and a north line of said Lot 12, passing at a distance of 253.43 feet, a 1/2 inch iron rebar found for the northwest corner of said Lot 12, and the northeast corner of Lot 11, Block B of said Bay Ridge Estates Phase 2 addition, continuing with said south line and the north line of said Lot 11, passing at a distance of 545.49 feet, a 1/2 inch iron rebar found for the northwest corner of said Lot 11 and the northeast corner of Lot 6, Block B of said Bay Ridge Estates Phase 2 addition, continuing with said south line and the north lines of said Lot 6 and Lot 5, Block B of said Bay Ridge Estates Phase 2 addition, in all, a total distance of 1,031.70 feet to the southwest corner of said 6.032 acre tract and the southeast corner of Lot 29 of Windmill Hill Acres, an addition to the City of Little Elm, recorded in Cabinet C, Page 221 of said Plat Records, from which a 3 inch iron pipe in concrete found bears North 17°17' West, a distance of 3.6 feet;

THENCE North 00°13'45" East, with the west line of said 6.032 acre tract and the east line of said Lot 29, a distance of 139.98 feet to a 1/2 inch iron pipe found for the northwest corner of said 6.032 acre tract, the northeast corner of said Lot 29 and in said southeast right-of-way of Eldorado Parkway;

THENCE North 58°39'48" East, with the northwest line of said 6.032 acre tract and said southeast right-of-way line, a distance of 605.92 feet to the POINT OF BEGINNING and containing 6.049 acres (263,497 square feet) of land.

EXHIBIT B

Eldorado Bend PD Ordinance

**TOWN OF LITTLE ELM
ORDINANCE NO. 1658**

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING THE ZONING FROM A1 SINGLE FAMILY (A1) TO A PLANNED DEVELOPMENT – SINGLE FAMILY 4 (PD-SF4) DISTRICT IN ORDER TO ALLOW A NEW SINGLE-FAMILY DEVELOPMENT WITH MODIFIED DEVELOPMENT STANDARDS ON 5.79 ACRES OF LAND GENERALLY LOCATED ON THE SOUTH SIDE OF ELDORADO PARKWAY, APPROXIMATELY 1,000 FEET SOUTHWEST OF OAK GROVE PARKWAY; 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 Planned Development-Single Family 4 (PD-SF4) with modified development standards on approximately 5.79 acres of land currently zoned A1 Single Family (A1), more specifically described in 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 zoning change described herein; and

WHEREAS, at its regular meeting held on January 20, 2022 the Planning & Zoning Commission considered and made recommendations on a request for Planned

Development-Single Family 4 (PD-SF4) (Case No. PD-21-03453); 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 request is 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 Planned Development-Single Family 4 (PD-SF4) with modified development standards in order to allow a new single-family development, the same generally located on the south side of Eldorado Parkway, approximately 1,000 feet southwest of Oak Grove Parkway, within Little Elm Town limits, approximately 5.79 acres 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 Single Family 4 (SF4) 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-Single Family 4 (PD-SF4). 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, images, 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 1st day of February, 2022.

Town of Little Elm, Texas

Curtis Cornelious, Mayor

ATTEST:

Caitlan Biggs, Town Secretary

Exhibit A
Metes and Bounds

PROPERTY DESCRIPTION

ELDORADO BEND PD

All that certain 6.049 acre tract of land in the D.M. Cule Survey, Abstract No. 226, Denton County, Texas, and being all of a called 6.032 acre tract of land described in a Warranty Deed to A.M. Haghi & Associates LLC, recorded in Document Number 2015-18764 of the Official Public Records of said county, and said 6.032 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rebar found for the north corner of said 6.032 acre tract, the northwest corner of Lot 1, Block A of Circle Estates, an addition to the City of Little Elm, recorded in Cabinet Q, Page 44 of the Plat records of said county and in the southeast right-of-way line of Eldorado Parkway, a variable width right-of-way;

THENCE South 33°06'57" East, with the east line of said 6.032 acre tract and the west lines of said Lot 1 and Lot 2, Block A of said Circle Estates addition, a distance of 387.10 feet to the west corner of said Lot 2;

THENCE South 55°16'25" East, continuing with said east line of the 6.032 acre tract and the southwest line of said Lot 2, a distance of 364.14 feet to a 1/2 inch iron rebar with a cap stamped "RPLS 5479" found for the southeast corner of said 6.032 acre tract, the south corner of said Lot 2 and in the west line of Lot 12, Block B of Bay Ridge Estates Phase 2, an addition to the City of Little Elm, recorded in Cabinet O, Page 173 of said Plat Records, from which a 5/8 inch iron rebar found bears North 04°19' West, a distance of 4.8 feet;

THENCE North 85°44'40" West, with the south line of said 6.032 acre tract, and a north line of said Lot 12, passing at a distance of 253.43 feet, a 1/2 inch iron rebar found for the northwest corner of said Lot 12, and the northeast corner of Lot 11, Block B of said Bay Ridge Estates Phase 2 addition, continuing with said south line and the north line of said Lot 11, passing at a distance of 545.49 feet, a 1/2 inch iron rebar found for the northwest corner of said Lot 11 and the northeast corner of Lot 6, Block B of said Bay Ridge Estates Phase 2 addition, continuing with said south line and the north lines of said Lot 6 and Lot 5, Block B of said Bay Ridge Estates Phase 2 addition, in all, a total distance of 1,031.70 feet to the southwest corner of said 6.032 acre tract and the southeast corner of Lot 29 of Windmill Hill Acres, an addition to the City of Little Elm, recorded in Cabinet C, Page 221 of said Plat Records, from which a 3 inch iron pipe in concrete found bears North 17°17' West, a distance of 3.6 feet;

THENCE North 00°13'45" East, with the west line of said 6.032 acre tract and the east line of said Lot 29, a distance of 139.98 feet to a 1/2 inch iron pipe found for the northwest corner of said 6.032 acre tract, the northeast corner of said Lot 29 and in said southeast right-of-way of Eldorado Parkway;

THENCE North 58°39'48" East, with the northwest line of said 6.032 acre tract and said southeast right-of-way line, a distance of 605.92 feet to the POINT OF BEGINNING and containing 6.049 acres (263,497 square feet) of land.

Exhibit B
PD Standards

Eldorado Bend

Planned Development Regulations

Development Standards
Submitted: September 23, 2021

Developer/Applicant

Barbee Enterprises, Inc.
2454 Sunderland Lane
Lewisville, Texas 75067
214.538.0479

Planner/Engineer

KJ Environmental Mgt.
500 Moseley Rd
Cross Roads, Texas 76227
940.387.0830

Owner

Am Haghi & Associates LLC
4500 Explorer Dr
Frisco, Tx 75034

A Planned Development for Eldorado Bend

1.0 GENERAL PURPOSE AND DESCRIPTION:

1. The Eldorado Bend Planned Development is intended primarily for the development of single-family homes at a higher density than the zoning originally allows. The smaller lots will allow a higher value product to be built, which will attract a higher tax base to the town.
2. The development shall use the base zoning of SF-4 for all other regulations not specified in the below PD.

2.0 AREA REGULATIONS:

1. Maximum Lot Area: The size of lot shall be flexible to encourage a unique mix of pad sizes as well as provide for pedestrian friendly neighborhood within the PD.
2. Maximum Dwelling Area: House pad sizes shall be no larger than 5,000 sq ft.
3. Maximum Lot Coverage: The maximum lot coverage shall not be greater than fifty-five (55) percent of the gross lot area. Maximum lot coverage shall be defined as the area covered by the building footprint of the primary residential structure, exclusive of sidewalks, driveways, or accessory structures.
4. Minimum Setbacks: Minimum setback standards shall be proposed as follows. Please see the attached exhibit for more information.

Lots 1-22	Front Yard – 20’
	Rear Yard – 15’
	Side Yard – 5’
Lots 23-25	Front Yard – 15’
	Rear Yard – 15’
	Side Yard – 5’

3.0 MINIMUM DESIGN CRITERIA:

1. Architectural Design Standards: minimum design elements listed in Section 106.06.03 of the Code of Ordinances will apply with the following enhancements required for this community.
 - A. The front facing exterior facades of the main building or structure shall be constructed of 100 percent masonry finishing material that is comprised of brick, stone, cast stone, or a combination thereof. On houses exceeding one story, up to but not exceeding 15 percent of the second story front facade may be comprised of siding. The overall minimum masonry content of all facades shall be 85 percent. Stucco may be used as a design feature with no more than 15 percent of any façade other than those facing a right-of-way being made up of this material. Other materials of equal or similar characteristics may be allowed at the discretion of the director.
 - B. Decorative driveway paving (e.g. salt finish, exposed aggregate, or other treatments approved by the Town's building official) is required for all homes.
 - C. Each unique house elevation and brick color shall not be repeated on the lot most directly across the street, nor shall it be repeated on three (3) lots in either direction on the same side of the street.
 - D. All homes must include at least four (4) of the architectural design features listed in Section 106.06.03(c), in addition to the decorative driveway paving requirement.
 - E. Garage doors shall be of carriage style and consist of stained cedar, redwood, spruce, fir, or other hardwood.
 - F. All front yard landscape beds and side yard landscape beds shall be enclosed by masonry edging comprised of brick and/or stone.
 - G. No less than 25 percent of homes shall have a covered front patio.

4.0 STREET WIDTHS:

1. STREET WIDTH: Widths for all subdivisions shall be 31 feet from back-of-curb to back-of curb on residential sections.

5.0 LANDSCAPE AND SCREENING:

1. All landscape requirements shall follow Sec 106.06.11 – 106.06.16 of the Code of Ordinances for residential landscape requirements for a single-family development.
2. Subdivision perimeter screening walls must be constructed by the developer at the time the subdivision infrastructure is constructed. Perimeter landscaping and irrigation is required adjacent to rights-of-way, subject to review and approval by the director or his designee.
 - A. Materials Allowed: solid masonry wall of eight feet in height adjacent to Eldorado Parkway, with eight-foot Simtek Ecostone or equal fencing, as approved by the Director of Development Services, surrounding the remainder of development. General specifications shall follow Section 106.06.31(b) of the Code of Ordinances.
 - B. Wall Located within Buffer: subdivision solid perimeter walls are required to be constructed within a 20-foot-wide platted common area adjacent to collector roads or arterials, as indicated on the Master Thoroughfare Plan, or other such roads that have a right-of-way of 60 feet or greater.
 - C. General Specifications: all screening or perimeter walls shall be constructed of laid in place stone, rock, brick, or monolithic concrete panels. Modular screening walls, chain link, and wooden fences are generally prohibited.

3. All required trees on residential lots shall be 4" caliper trees.
4. Required shrubs shall be a minimum of three (3) gallon in size when planted and shall be planted in the front yard landscape beds. All homes on corner lots shall extend landscape beds along the side of the home to the side yard fence return.
5. All residential fences shall be board on board construction to conform to Section 106.06.32 of the Code of Ordinances. Interior portions of the fences, along side and rear yards, shall be board on board construction.

6.0 HOMEOWNERS ASSOCIATION:

1. A Homeowner's Association (HOA) will be established for the development. Dedicated open space, retaining walls greater than four (4) feet, and the masonry screening wall along Eldorado Parkway will be owned and maintained by the HOA.

7.0 OPEN SPACE DEDICATION:

1. A minimum of ten percent (10%) of the tract area, excluding rights-of-way for collector and larger size streets, shall be devoted to open space. Open space includes areas used for facilities such as walks, plazas, courts, recreational amenities, detention/retention ponds, amenity center, landscape buffers, public or private parks, water features, dog parks, and other similar uses.
2. Dedicated open space shall be provided to improve the aesthetics of the site of any area not covered by buildings or structures.

8.0 SITE PLAN REVIEW:

1. Review and approval of a site plan by the Planning and Zoning Commission and the Town Council (in accordance with Section 107.03 of the Code of Ordinances) shall be required for any tract/lot within the PD district. No certificate of occupancy shall be issued unless all construction and development conform to the Site Plan as approved by the Town Council.

9.0 OTHER REGULATIONS

1. All other regulations as established in the Little Elm Development Standards, Article VI of the Code of Ordinances, and not redefined by this amendment shall remain in effect and are enforceable. To the extent a conflict exists between the regulations specifically set out above and the referenced standards, the regulations specifically set out above shall control.

10.0 WAIVERS FOR PD

1. Minimum Front Yard Setback – 25'
 - a. Requested: Lots 1-22 – minimum 20'

- Lots 23-25 – minimum 15’
2. Minimum Side Yard Setback – 6’
 - a. Requested: minimum 5’
 3. Minimum Side Yard Setback on Corner – 28’
 - a. Requested: minimum 5’
 4. Minimum Rear Yard Setback – 20’
 - a. Requested: All Lots – minimum 15’
 5. Minimum Lot Width – 60’
 - a. Requested: minimum 50’ (6 lots total)
 6. Minimum Lot Area - 6,000 sq. ft.
 - a. Requested: Minimum: 4,201.71 sq. ft. (1 lot total)

JOHN AND JOSH BARBEE

DISTINGUISHED PROJECTS AND SELECTED ACCOMPLISHMENTS

2009-2021

- The Lakes (Grand Prairie, TX) - [137 unit](#), 172,000 ft² Class A Age Restricted Multi-Family
- The Luxe (Rowlett, TX) - [128 unit](#), 129,000 ft² Class A Age Restricted Multi-Family
- Razor Ranch (Denton, TX) - [212 unit](#), 202,000 ft² Class A Age Restricted Multi-Family
- The Whitley (Wheeling, IL) - [102 unit](#), 90,000 ft² Independent and Assisted Living
- The Warren Residence (Coppell, TX) - 17,000 ft² Luxury Custom Single Family Residential
- 47 Autumn Leaves Memory Care and Assisted Living Communities - Texas, Oklahoma, Kansas, Missouri, Illinois, Wisconsin, South Carolina, Georgia, and Florida

1995-2009

- 12+ Custom Residences (Dallas/Fort Worth, TX) - 2,000 ft² to 8,000 ft² Luxury Custom Single Family Residential
- 50+ Remodels (Dallas/Fort Worth, TX) – 1,800 ft² to 22,000 ft² Custom Commercial and Residential Remodels

Exhibit C
Development Plans

FILE: S:\Shared\Active\Current Clients\Borbee Enterprises\Pre-design\CAD\Site Base 3_20211216.dwg DATE: 12/20/2021
PLOT: 12/20/2021 10:09 AM

LOT AREA AND DIMENSIONS		
LOT NUMBER	LOT AREA (SQFT)	LOT DIMENSIONS (L' X W')
1	7057	97X72
2	8507	121X73
3	9223	95X105
4-7	8117	95X85
8	7602	95X58
9	6713	121X54
10	5550	102X55
11-15	5225	95X55
16	7361	95X77
17	4198	85X50
18-21	4250	85X50
22	7908	85X100
23	6317	90X74
24	4365	71X60
25	5188	61X70

SETBACKS	
LOTS 1-16	FRONT YARD - 20' REAR YARD - 15' SIDE YARD - 5'
LOTS 17-22	FRONT YARD - 20' REAR YARD - 15' SIDE YARD - 5'
LOTS 23-25	FRONT YARD - 15' REAR YARD - 15' SIDE YARD - 5'

SITE DATA TABLE		
EXISTING ZONING	SF-1(A1)	PD
LAND USE DESIGNATION	SINGLE FAMILY	SINGLE FAMILY
GROSS ACREAGE	5.7900	5.7900
NET ACREAGE	5.7900	5.7900
NUMBER OF PROPOSED LOTS	1	25
MAXIMUM BUILDING HEIGHT	NA	35 FT



LOCATION MAP NOT TO SCALE

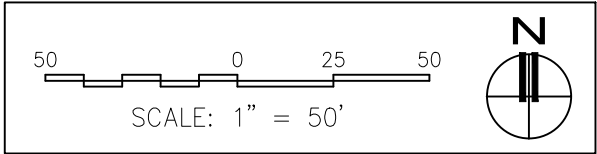
LEGEND

- PROPOSED GREEN SPACE
- PROPOSED MASONRY WALL
- PROPOSED 8' FENCE

ALL SCREENING TO FOLLOW
TOWN OF LITTLE ELM CODE
OF ORDINANCES SEC
106.06.32

FUTURE LAND USE
DESIGNATION: ESTATE
RESIDENTIAL

CURRENT ZONING: SF-1 (A1)



PRELIMINARY
FOR REVIEW ONLY



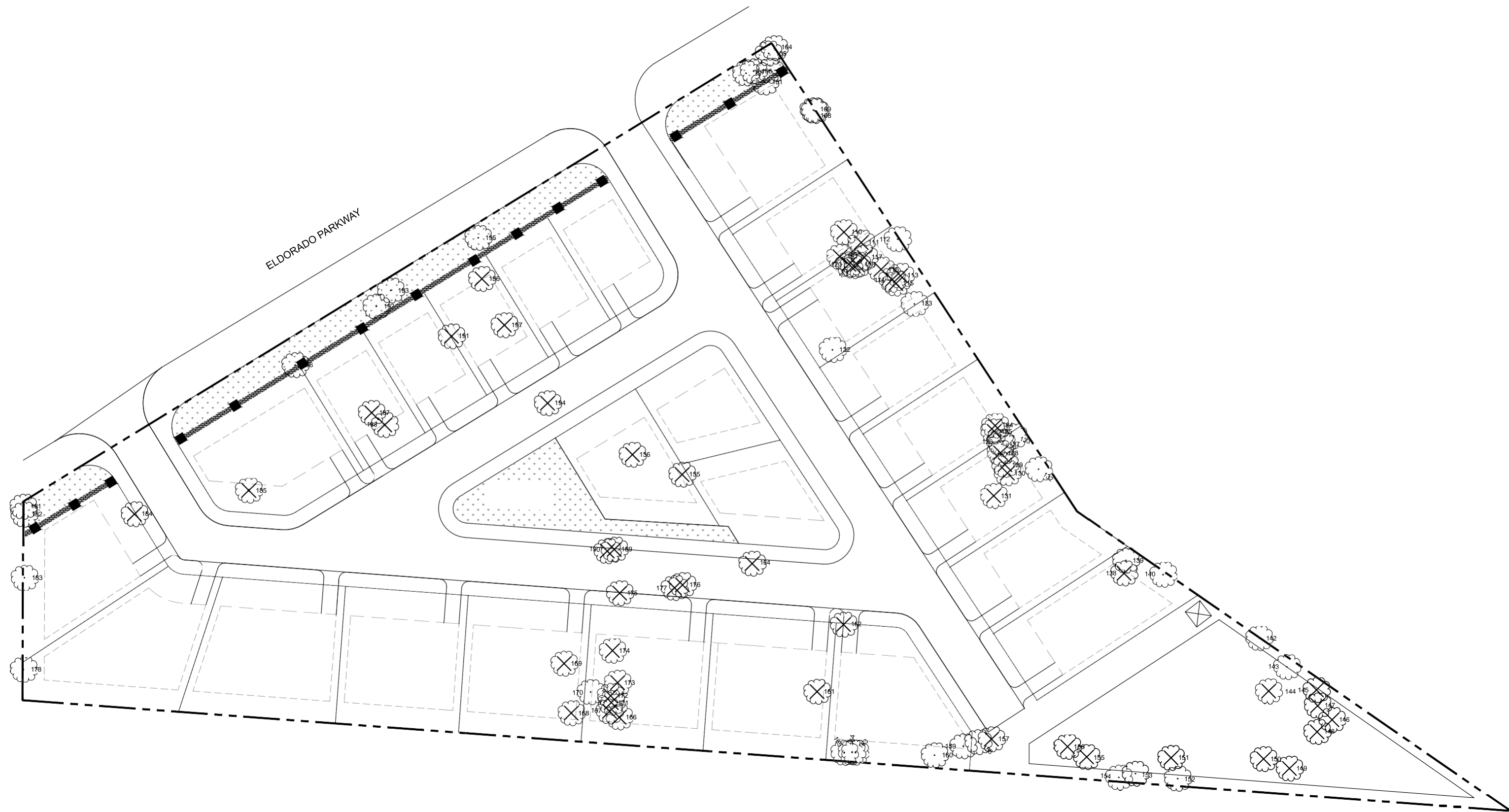
500 Moseley Road
Cross Roads, Texas 76227
Phone (940) 387-0805
Fax (940) 387-0830
(TBPE # F-12214)

CONCEPT PLAN

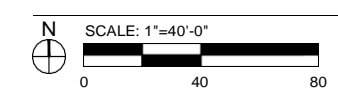
EL DORADO BEND
1816 WEST ELDORADO PKWY
LITTLE ELM, TEXAS

DATE: 12/16/2021
DRAWN BY: ES
CHECKED BY: SG
PROJECT # JBE042021E

SHEET:
01



TREE PRESERVATION PLAN



EXISTING TREE LEGEND

- EXISTING TREE, TO REMAIN
- EXISTING TREE, TO BE REMOVED

Valley Quest
DESIGN

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

CONSULTANT:

OWNER / CLIENT:

Barbee Enterprises, Inc.
214-538-0479
John@BarbeeEnterprises.com

Project No:	2021-074
Drawn By:	CTA
Reviewed By:	JDB
Issue Type:	Drawings
Issue Date:	12/20/2021

REVISIONS:

No.	Date	Description

Interim review documents.
Not for regulatory approval,
permitting or construction.
Jeremy D. Blad
Texas RLA No. 2734

DECEMBER 20, 2021

PROJECT:

EL DORADO BEND
1816 WEST ELDORADO
PKWY

LITTLE ELM, TEXAS

SHEET TITLE:

TREE PRESERVATION
PLAN


SHEET NUMBER:

TP.01

TREE PRESERVATION COMPUTATIONS TABLE

TREE SPECIES	DBH	TREE I.D.	CONDITION OF TREE	PRESERVED OR REMOVED	CLASS NO.	MITIGATION REQ. (%)	MITIGATION REQ. (INCHES)
MESQUITE MULTI-TRUNK / <i>PROSOPIS SP.</i>	10"	101	ALIVE	PRESERVED	3	60%	
MESQUITE MULTI-TRUNK / <i>PROSOPIS SP.</i>	7"	102	ALIVE	PRESERVED	3	60%	
HACKBERRY MULTI-TRUNK / <i>CELTIS OCCIDENTALIS</i>	20"	104	ALIVE	PRESERVED	4	40%	
HACKBERRY / <i>CELTIS OCCIDENTALIS</i>	9"	105	ALIVE	PRESERVED	4	40%	
MESQUITE / <i>PROSOPIS SP.</i>	7"	106	ALIVE	PRESERVED	3	60%	
MESQUITE / <i>PROSOPIS SP.</i>	7"	107	ALIVE	PRESERVED	3	60%	
HONEY LOCUST MULTI-TRUNK	13"	108	ALIVE	PRESERVED	3	60%	
HACKBERRY MULTI-TRUNK / <i>CELTIS OCCIDENTALIS</i>	20"	109	ALIVE	PRESERVED	4	40%	
OAK MULTI-TRUNK / <i>QUERCUS SP.</i>	25"	110	ALIVE	REMOVED	1	100%	25.00
OAK MULTI-TRUNK / <i>QUERCUS SP.</i>	11"	111	ALIVE	REMOVED	1	100%	11.00
OAK MULTI-TRUNK / <i>QUERCUS SP.</i>	15"	112	ALIVE	PRESERVED	1	100%	
OAK / <i>QUERCUS SP.</i>	9"	113	ALIVE	REMOVED	1	100%	9.00
OAK / <i>QUERCUS SP.</i>	15"	114	ALIVE	REMOVED	1	100%	15.00
OAK / <i>QUERCUS SP.</i>	15"	115	ALIVE	REMOVED	1	100%	15.00
OAK / <i>QUERCUS SP.</i>	14"	116	ALIVE	REMOVED	1	100%	14.00
OAK MULTI-TRUNK / <i>QUERCUS SP.</i>	16"	117	ALIVE	REMOVED	1	100%	16.00
OAK / <i>QUERCUS SP.</i>	11"	118	ALIVE	REMOVED	1	100%	11.00
OAK / <i>QUERCUS SP.</i>	24"	119	ALIVE	REMOVED	1	100%	24.00
OAK / <i>QUERCUS SP.</i>	6"	120	ALIVE	REMOVED	1	100%	6.00
OAK MULTI-TRUNK / <i>QUERCUS SP.</i>	32"	121	ALIVE	REMOVED	1	100%	32.00
OAK MULTI-TRUNK / <i>QUERCUS SP.</i>	40"	122	ALIVE	PRESERVED	1	100%	
OAK MULTI-TRUNK / <i>QUERCUS SP.</i>	20"	123	ALIVE	PRESERVED	1	100%	
HACKBERRY MULTI-TRUNK / <i>CELTIS OCCIDENTALIS</i>	8"	124	ALIVE	REMOVED	4	40%	3.20
HACKBERRY / <i>CELTIS OCCIDENTALIS</i>	8"	125	ALIVE	REMOVED	4	40%	3.20
OAK MULTI-TRUNK / <i>QUERCUS SP.</i>	24"	126	ALIVE	PRESERVED	1	80%	
HACKBERRY MULTI-TRUNK / <i>CELTIS OCCIDENTALIS</i>	6"	127	ALIVE	PRESERVED	4	40%	
HACKBERRY / <i>CELTIS OCCIDENTALIS</i>	8"	128	ALIVE	REMOVED	4	40%	3.20
OAK MULTI-TRUNK / <i>QUERCUS SP.</i>	19"	129	ALIVE	REMOVED	1	100%	19.00
OAK / <i>QUERCUS SP.</i>	12"	130	ALIVE	REMOVED	1	100%	12.00
OAK MULTI-TRUNK / <i>QUERCUS SP.</i>	38"	131	ALIVE	REMOVED	1	100%	38.00
OAK / <i>QUERCUS SP.</i>	25"	132	ALIVE	PRESERVED	1	100%	
HACKBERRY / <i>CELTIS OCCIDENTALIS</i>	9"	133	ALIVE	PRESERVED	4	40%	
HACKBERRY / <i>CELTIS OCCIDENTALIS</i>	24"	134	ALIVE	REMOVED	4	40%	9.60
PECAN / <i>CARYA ILLINOINENSIS</i>	50"	135	ALIVE	REMOVED	1	100%	50.00
PECAN MULTI-TRUNK / <i>CARYA ILLINOINENSIS</i>	28"	136	ALIVE	REMOVED	1	100%	28.00
OAK / <i>QUERCUS SP.</i>	24"	138	ALIVE	REMOVED	1	100%	24.00
OAK / <i>QUERCUS SP.</i>	18"	139	ALIVE	PRESERVED	1	100%	
OAK / <i>QUERCUS SP.</i>	28"	140	ALIVE	PRESERVED	1	100%	
HACKBERRY MULTI-TRUNK / <i>CELTIS OCCIDENTALIS</i>	12"	142	ALIVE	PRESERVED	4	40%	
OAK / <i>QUERCUS SP.</i>	17"	143	ALIVE	PRESERVED	1	100%	
OAK / <i>QUERCUS SP.</i>	14"	144	ALIVE	REMOVED	1	100%	14.00
OAK / <i>QUERCUS SP.</i>	15"	145	ALIVE	REMOVED	1	100%	15.00
OAK / <i>QUERCUS SP.</i>	15"	146	ALIVE	REMOVED	1	100%	15.00
OAK / <i>QUERCUS SP.</i>	14"	147	ALIVE	REMOVED	1	100%	14.00
OAK / <i>QUERCUS SP.</i>	16"	148	ALIVE	REMOVED	1	100%	16.00
ELM / <i>ULMUS SP.</i>	12"	149	ALIVE	REMOVED	2	80%	9.60

ELM / <i>ULMUS SP.</i>	14"	150	ALIVE	REMOVED	2	80%	11.20
HACKBERRY MULTI-TRUNK / <i>CELTIS OCCIDENTALIS</i>	15"	151	ALIVE	REMOVED	4	40%	6.00
HACKBERRY / <i>CELTIS OCCIDENTALIS</i>	10"	152	ALIVE	PRESERVED	4	40%	
HACKBERRY / <i>CELTIS OCCIDENTALIS</i>	10"	153	ALIVE	PRESERVED	4	40%	
ELM / <i>ULMUS SP.</i>	14"	154	ALIVE	PRESERVED	2	80%	
OAK / <i>QUERCUS SP.</i>	14"	155	ALIVE	REMOVED	1	100%	14.00
OAK / <i>QUERCUS SP.</i>	12"	156	ALIVE	REMOVED	1	100%	12.00
ELM / <i>ULMUS SP.</i>	12"	157	ALIVE	REMOVED	2	80%	9.60
ELM / <i>ULMUS SP.</i>	12"	158	ALIVE	PRESERVED	2	80%	
ELM / <i>ULMUS SP.</i>	11"	159	ALIVE	PRESERVED	2	80%	
ELM / <i>ULMUS SP.</i>	11"	160	ALIVE	PRESERVED	2	80%	
HACKBERRY / <i>CELTIS OCCIDENTALIS</i>	27"	161	ALIVE	REMOVED	4	40%	10.80
CEDAR ELM / <i>ULMUS CRASSIFOLIA</i>	50"	162	ALIVE	REMOVED	2	80%	40.00
ELM / <i>ULMUS SP.</i>	10"	163	ALIVE	PRESERVED	2	80%	
ELM / <i>ULMUS SP.</i>	6"	164	ALIVE	PRESERVED	2	80%	
ELM / <i>ULMUS SP.</i>	10"	165	ALIVE	PRESERVED	2	80%	
ELM / <i>ULMUS SP.</i>	13"	166	ALIVE	REMOVED	2	80%	10.40
ELM / <i>ULMUS SP.</i>	11"	167	ALIVE	REMOVED	2	80%	8.80
ELM / <i>ULMUS SP.</i>	10"	168	ALIVE	REMOVED	2	80%	8.00
CEDAR ELM MULTI-TRUNK / <i>ULMUS CRASSIFOLIA</i>	36"	169	ALIVE	REMOVED	2	80%	28.80
ELM / <i>ULMUS SP.</i>	20"	170	ALIVE	PRESERVED	2	80%	
ELM / <i>ULMUS SP.</i>	16"	171	ALIVE	REMOVED	2	80%	12.80
ELM / <i>ULMUS SP.</i>	12"	172	ALIVE	REMOVED	2	80%	9.60
ELM / <i>ULMUS SP.</i>	14"	173	ALIVE	REMOVED	2	80%	11.20
ELM / <i>ULMUS SP.</i>	18"	174	ALIVE	REMOVED	2	80%	14.40
CEDAR ELM MULTI-TRUNK / <i>ULMUS CRASSIFOLIA</i>	31"	175	ALIVE	REMOVED	2	80%	24.80
CEDAR ELM / <i>ULMUS CRASSIFOLIA</i>	15"	176	ALIVE	REMOVED	2	80%	12.00
CEDAR ELM / <i>ULMUS CRASSIFOLIA</i>	20"	177	ALIVE	PRESERVED	2	80%	
HACKBERRY MULTI-TRUNK / <i>CELTIS OCCIDENTALIS</i>	11"	178	ALIVE	PRESERVED	4	40%	
HACKBERRY / <i>CELTIS OCCIDENTALIS</i>	9"	181	ALIVE	PRESERVED	4	40%	
HACKBERRY MULTI-TRUNK / <i>CELTIS OCCIDENTALIS</i>	20"	182	ALIVE	PRESERVED	4	40%	
GUM MULTI-TRUNK / <i>EUCALYPTUS MANNIFERA</i>	15"	183	ALIVE	PRESERVED	1	100%	
CREPE MYRTLE / <i>LAGERSTROEMIA</i>	6"	184	ALIVE	REMOVED	4	40%	2.40
CEDAR ELM MULTI-TRUNK / <i>ULMUS CRASSIFOLIA</i>	28"	185	ALIVE	REMOVED	2	80%	22.40
HACKBERRY / <i>CELTIS OCCIDENTALIS</i>	30"	186	ALIVE	PRESERVED	4	40%	
HACKBERRY / <i>CELTIS OCCIDENTALIS</i>	10"	187	ALIVE	REMOVED	4	40%	4.00
HACKBERRY / <i>CELTIS OCCIDENTALIS</i>	10"	188	ALIVE	REMOVED	4	40%	4.00
HACKBERRY / <i>CELTIS OCCIDENTALIS</i>	10"	189	ALIVE	REMOVED	4	40%	4.00
HACKBERRY / <i>CELTIS OCCIDENTALIS</i>	10"	190	ALIVE	REMOVED	4	40%	4.00
SYCAMORE / <i>PLATANUS OCCIDENTALIS</i>	12"	191	ALIVE	REMOVED	4	40%	4.80
CALLERY PEAR MULTI-TRUNK / <i>PYRUS CALLERYANA</i>	15"	192	ALIVE	PRESERVED	4	40%	
SYCAMORE / <i>PLATANUS OCCIDENTALIS</i>	15"	193	ALIVE	PRESERVED	4	40%	
SYCAMORE / <i>PLATANUS OCCIDENTALIS</i>	32"	194	ALIVE	REMOVED	4	40%	12.80
CREPE MYRTLE CLUSTER / <i>LAGERSTROEMIA</i>	6"	195	ALIVE	PRESERVED	4	40%	
CREPE MYRTLE CLUSTER / <i>LAGERSTROEMIA</i>	6"	196	ALIVE	REMOVED	4	40%	2.40
CREPE MYRTLE CLUSTER / <i>LAGERSTROEMIA</i>	6"	197	ALIVE	REMOVED	4	40%	2.40
MITIGATION TOTAL =							759.400000



Valley Quest
DESIGN

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

CONSULTANT:

OWNER / CLIENT:

Barbee Enterprises, Inc.
214-538-0479
John@BarbeeEnterprises.com

Project No:	2021-074
Drawn By:	CTA
Reviewed By:	JDB
Issue Type:	Drawings
Issue Date:	12/20/2021

REVISIONS:		
No.	Date	Description

Interim review documents.
Not for regulatory approval,
permitting or construction.
Jeremy D. Blad
Texas RLA No. 2734

DECEMBER 20, 2021

PROJECT:

EL DORADO BEND
1816 WEST ELDORADO
PKWY

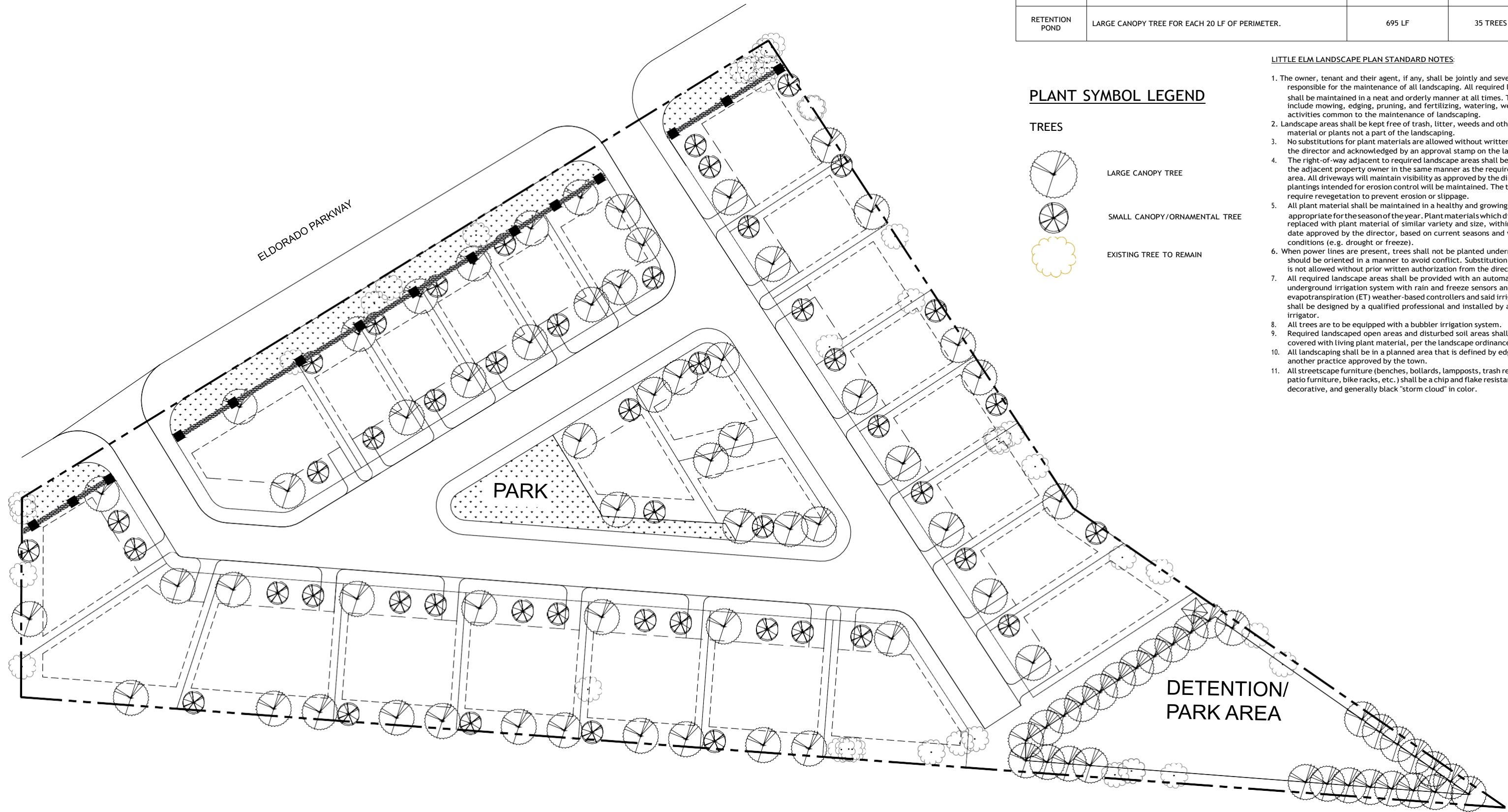
LITTLE ELM, TEXAS

SHEET TITLE:

TREE PRESERVATION
PLAN

SHEET NUMBER:

TP.02



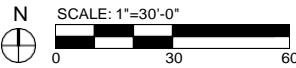
PROJECT LANDSCAPE DATA TABLE				
CITY LANDSCAPE REQUIREMENTS				
TYPE	REQUIREMENT	MEASUREMENT	REQUIRED	PROVIDED
LOT TREES	FRONT: 1 LARGE, REAR: 1 LARGE, 1 SMALL TREES, SHRUBS: 8 TOTAL PER 30-49 FOOT LOT, FRONT OR J-SWING ENTRY	-	1 LOT	YES
	FRONT: 1 LARGE, 1 SMALL REAR: 1 LARGE TREES, SHRUBS: 10 TOTAL PER 30-49 FOOT LOT, CORNER LOT	-	2 LOTS	YES
	FRONT: 1 LARGE / 1 SMALL, REAR: 1 LARGE / 1 SMALL TREES, SHRUBS: 12 TOTAL PER 50-69 FOOT LOT, FRONT OR J-SWING ENTRY	-	12 LOTS	YES
	FRONT: 3 LARGE / 1 SMALL, REAR: 1 LARGE TREES, SHRUBS: 15 TOTAL PER 50-69 FOOT LOT, CORNER LOT	-	1 LOT	YES
	FRONT: 1 LARGE / 2 SMALL, REAR: 2 LARGE / 1 SMALL TREES, SHRUBS: 18 TOTAL PER 70-89 FOOT LOT, FRONT OR J-SWING ENTRY.	-	7 LOTS	YES
	FRONT: 3 LARGE / 2 SMALL, REAR: 2 LARGE / 2 SMALL TREES, SHRUBS: 24 TOTAL PER 70-89 FOOT LOT AND LARGER, CORNER LOT.	-	2 LOTS	YES
RETENTION POND	LARGE CANOPY TREE FOR EACH 20 LF OF PERIMETER.	695 LF	35 TREES	35 TREES

PLANT SYMBOL LEGEND

- TREES
- LARGE CANOPY TREE
 - SMALL CANOPY/ORNAMENTAL TREE
 - EXISTING TREE TO REMAIN

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

LANDSCAPE PLAN



Valley Quest
DESIGN

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

CONSULTANT:

OWNER / CLIENT:

Barbee Enterprises, Inc.
214-538-0479
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Project No:	2021-074
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REVISIONS:

No.	Date	Description

Interim review documents.
Not for regulatory approval,
permitting or construction.
Jeremy D. Blad
Texas RLA No. 2734

DECEMBER 20, 2021

PROJECT:

EL DORADO BEND
1816 WEST ELDORADO
PKWY

LITTLE ELM, TEXAS

SHEET TITLE:

LANDSCAPE PLAN

SHEET NUMBER:

LP.01

TRAFFIC IMPACT ANALYSIS CHECKLIST

GENERAL INFORMATION

- (1) The Town of Little Elm's Subdivision Ordinance provides that a Traffic Study may be required with Preliminary Plat applications. If the proposed development exceeds one or more of the three threshold criteria listed below, a traffic study will be required to be submitted. Otherwise, for projects that do not exceed any of the three criteria, a Traffic Study Threshold Worksheet must be submitted and approved by the Town's Engineer prior to submittal of the Preliminary Plat application.
- (2) A Traffic Impact Study may be required by the Town Engineer when an amendment to the Master Thoroughfare Plan is sought (Section 107.08.01(a)(3), *Master Thoroughfare Plan Amendments*).
- (3) Please describe in detail your evaluation of each criteria listed below. Additional sheets should be utilized.
- (4) The Town of Little Elm is completely paperless in terms of submittals and resubmittals. All required materials shall be submitted in electronic formats (Adobe PDF via email) or through the Town's dropbox server, *Hightail*. All digital items may also be submitted on a CD/DVD or flash drive. Each file shall be labeled on the disc or drive as it appears on the checklist. Discs or drives must be clearly labeled with the project name on the outside of the media.

Applicant	Staff	Criteria Threshold for Traffic Impact Analysis (TIA)
		CRITERIA
NA		The development exceeds parking 100 spaces average per driveway.
NA		Any driveway in the development is projected to serve 1000 or more vehicles per day.
NA		Any driveway in the development is projected to serve 1000 or more vehicles in the design hour.

Unless approved otherwise, trip generation rates should be based on the most recent edition of the Institute of Transportation Engineers (ITE) *Trip Generation Manual*.

I hereby certify that this project does not exceed any of the three threshold criteria shown above and therefore the development would not warrant a Traffic Study in accordance with Section 107.08.01(b)(v) of the Subdivision Ordinance of the Town of Little Elm.

Name: SCOTT L. GRAVES Registration No. 111 Date: _____
 Firm: KJE Phone: 937 0805 E*.*. sgraves@kje-us.com

For Town Use Only: The requirement for a Traffic Study with this submittal is hereby waived:

Name: _____ Title: _____ Date: _____















Playground Example:



Simtek EcoStone Wall/Fencing:



Masonry Wall Sample:

It is the Developer's intentions to use lighter stone and lighter brick throughout the wall and the entries. The brick wall with have brick columns approximately every 10', with stone columns approximately every 50'. It is also intended to use stone wall and columns at the entries.

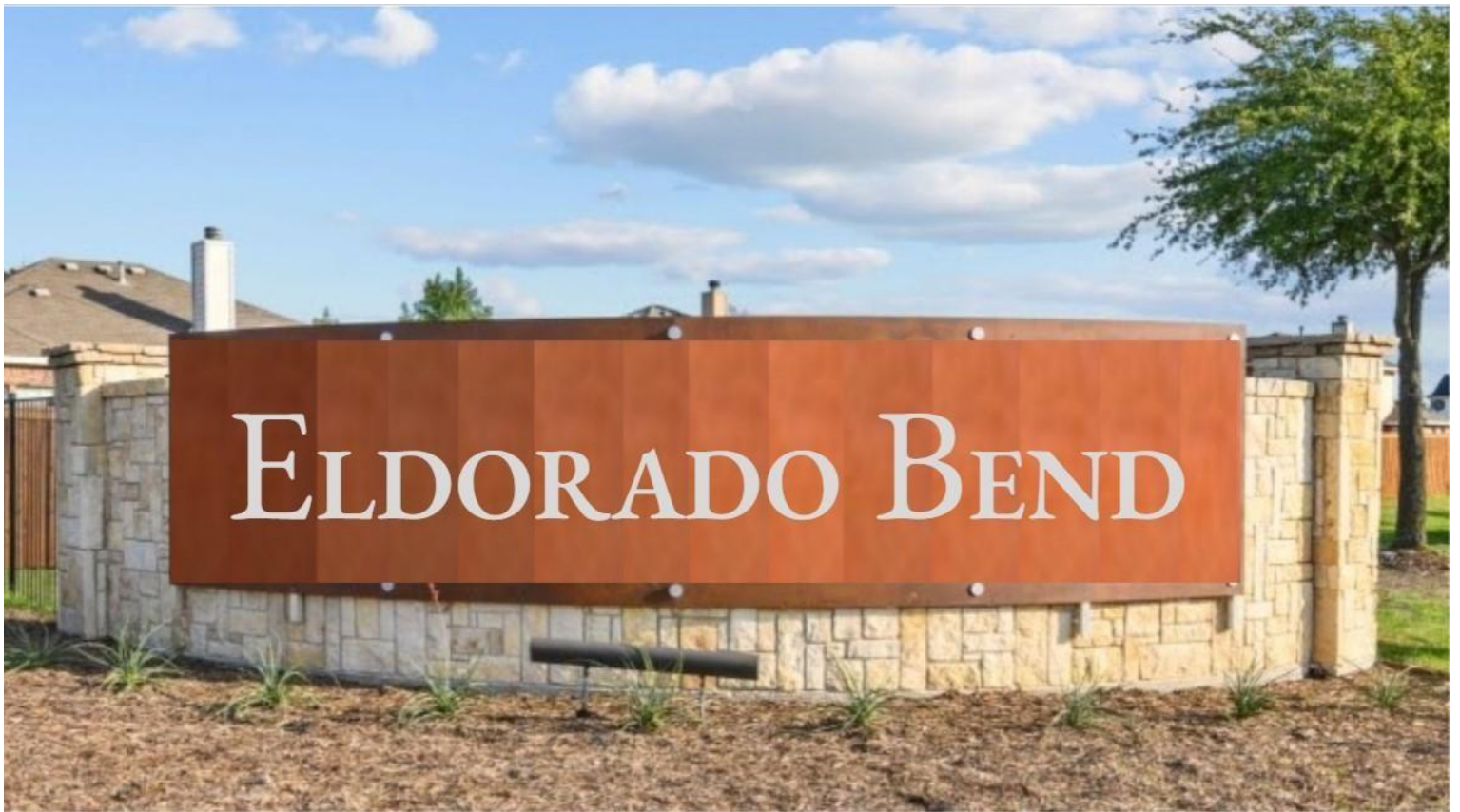


EXAMPLE

Enhanced Entry Sample:

It is the Developer's intentions to use lighter stone and lighter brick throughout the wall and the entries. The brick wall with have brick columns approximately every 10', with stone columns approximately every 50'. It is also intended to use stone wall and columns at the entries.

The signs will be similar to the below. The Developer is currently considering copper letters on a rusty metal plaque, attached to the stone wall. The signs will only say "Eldorado Bend".



EXAMPLE



Town Council Meeting

Date: 02/01/2022
Agenda Item #: 7. 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, Discuss, and Consider Action to Approve the **Joint Election Agreement and Contract for Election Services with the Denton County Elections Administrator.**

DESCRIPTION:

The Town of Little Elm contracts with the Denton County Elections Administrator to provide election services for all elections.

The contract attached to this item is in draft form because the Denton County Elections Administrator is waiting for all locations and entities joining the contract to give notice of their participation in the May 7, 2022 election. Once all entities have given notice, the final cost of the Town's portion will be calculated. This calculation is estimated to be available in late March.

BUDGET IMPACT:

This item is budgeted for in the General Fund operating budget.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Joint Election Contract 2022

THE STATE OF TEXAS COUNTY OF DENTON

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

This CONTRACT for election services is made by and between the Denton County Elections Administrator and the following political subdivisions, herein referred to as “participating authority or participating authorities” located entirely or partially inside the boundaries of Denton County:

Participating Authorities:

[entities]

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint May 7, 2022 election to be administered by Frank Phillips, Denton County Elections Administrator, hereinafter referred to as “Elections Administrator.”

RECITALS

Each participating authority listed above plans to hold a General or Special Election on May 7, 2022. Denton County plans to hold county-wide voting for this General Election.

The County owns the Hart InterCivic Verity Voting System, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions (participating authorities) desire to use the County’s voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections, in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to all parties, IT IS AGREED as follows:

I. ADMINISTRATION

The participating authorities agree to hold a “Joint Election” with Denton County and each other in accordance with Chapter 271 of the Texas Election Code and this agreement. The Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Each participating authority agrees to pay the Elections Administrator for equipment, supplies, services, and administrative costs as provided in this agreement. The Elections Administrator shall serve as the administrator for the Joint Election; however, each participating authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each participating authority as necessary.

It is understood that other political subdivisions may wish to participate in the use of the County's Verity voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes, on terms and conditions generally similar to those set forth in this contract. In such cases, costs shall be pro-rated among the participants according to Section XI of this contract.

II. LEGAL DOCUMENTS

Each participating authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the participating authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting equipment testing notices that are required by the Texas Election Code. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Elections Administrator.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Early Voting and Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by each participating authority, and shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed voting locations are listed in Exhibit A of this agreement. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the participating authorities of any changes from the locations listed in Exhibit A.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Denton County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, each participating authority agrees to assist in recruiting bilingual polling place officials (fluent in both English and Spanish). In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic population as determined by the 2020 Census shall have one or more election officials who are fluent in both the English and Spanish languages. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the participating authority or authorities served by that polling

place shall be responsible for recruiting a bilingual worker for translation services at that polling place.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Election judges and clerks who attend in-person voting equipment training and/or procedures training, shall be compensated at the rate of \$13 an hour. Election judges and clerks that elect to complete online training shall be compensated as a rate of a flat \$40. In the event that as Election judge or clerk completes both in-person and online training, they shall be compensated for the training resulting in the highest pay and will not be compensated for both trainings.

The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying them of their appointment, the dates/times and locations of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Denton County pursuant to Texas Election Code Section 32.091 and overtime after 40 hours worked per week, if applicable. The election judge, or their designee, will receive an additional sum of \$25.00 for picking up the election supplies and equipment prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close. Likewise, the Lead Clerk in Early Voting, or their designee, will receive an additional sum of \$25.00 for picking up the election supplies prior to the first day of Early Voting and for returning the supplies and equipment to the Elections Department after Early Voting has ended.

The compensation rates established by Denton County are:

Early Voting – Presiding Judge (\$15/hour), Alternate Judge (\$14/ hour), Clerk (\$13/ hour)

Election Day – Presiding Judge (\$15/hour), Alternate Judge (\$14/ hour), Clerk (\$13/ hour)

The Elections Administrator may employ other personnel necessary for the proper administration of the election, as well as, pre and post-election administration. In such cases, costs shall be pro-rated among participants of this contract. Personnel working in support of full-time staff will be expensed on a pro-rated basis and include a time period of one week prior to the election, during the election, and one week post-election. Personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Denton County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

If elections staff is required outside of the hours of the office's normal scope of business, the entity(ies) responsible for the hours will be billed for those hours. The Elections Administrator will determine when those hours are necessary, the number of staff and whom are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff's hourly rate (See Sections XV #10). The Election Administrator has the right to waive these costs as they see fit.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for delivery of all election supplies and voting equipment including, but not limited to, the County's Verity voting system and equipment, official ballot paper, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs. Any additional required materials (required by the Texas Election Code) must be provided by the participating authority, and delivered to the Elections Office thirty-three (33) calendar days (April 4, 2022) prior to Election Day. If this deadline is not met, the material must be delivered by the participating authority, to all Early Voting and Election Day locations affected, prior to voting commencing. The Elections Administrator shall be responsible for conducting all required testing of the voting equipment, as required by Chapters 127 and 129 of the Texas Election Code.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating authorities shall share a mutual ballot in those precincts where jurisdictions overlap. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each participating authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). **Said list must be provided to the Elections Office within three (3) business days following the last day to file for a place on the ballot** or after the election is ordered, whichever is later. The list must be in a Word document, the information must be in an sentence case format, be in Arial 12 point font, and must contain candidate contact information for the purposes of verifying the pronunciation of each candidate's name. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. Each participating authority shall be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that authority's candidates and/or propositions. **The approval must be finalized with the Elections Office within five (5) calendar days of the receipt of the proofs, or the provided proofs shall be considered approved.**

The joint election ballots shall list the County's election first. The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall

be arranged with the appropriate school district ballot content appearing on the ballot following the County's election, followed by the appropriate city ballot content, and followed by the appropriate water district or special district ballot content.

Early Voting by personal appearance and on Election Day shall be conducted exclusively on Denton County's Verity voting system including provisional ballots.

The Elections Administrator shall be responsible for the preparation, testing, and delivery of the voting equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks on the relevant employees upon hiring as required by Election Code 129.051(g).

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Each participating authority agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Denton County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Denton County Elections Administrator or any participating authorities shall serve in that capacity without additional compensation.

Exhibit A of this document includes locations, dates, and times that voting will be held for Early Voting by personal appearance. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations. All requests for temporary branch polling places will be considered, and determined based on the availability of facility and if it is within the Election Code parameters. All costs for temporary locations including coverage by Election Administration staff will be borne by the requesting authority. The Elections Administrator will determine when those hours are necessary, the number of staff and whom are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff's hourly rate (See Sections XV #10). The Election Administrator has the right to waive these costs as they see fit.

The standard dates and hours for the May 7, 2022 election will be as follows:

Monday, April 25, 2022 through Saturday, April 30, 2022; 8am – 5pm
Sunday, May 1, 2022; 11am-5pm
Monday, May 2, 2022 through Tuesday, May 3, 2022; 7am-7pm.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the participating authorities

shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

Frank Phillips, Early Voting Clerk
Denton County Elections
PO Box 1720
Denton, TX 76202
Email: elections@dentoncounty.gov

Any requests for early voting ballots to be voted by mail, and the subsequent actual voted ballots that are sent by a contract carrier (ie. UPS, FedEx, etc.) shall be delivered to the Early Voting Clerk at the Denton County Elections Department physical address as follows:

Frank Phillips, Early Voting Clerk
Denton County Elections
701 Kimberly Drive, Suite A101
Denton, TX 76208
Email: elections@dentoncounty.gov

The Elections Administrator shall post on the county website, the participating authority's Early Voting Roster on a daily basis. In accordance with Section 87.121 of the Election Code, the daily roster showing the previous day's early voting activity will be posted no later than 11:00 am each business day.

VII. EARLY VOTING BALLOT BOARD

Denton County shall appoint the Presiding Judge of an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint an Alternate Presiding Judge and one or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager: Brandy Grimes, Deputy Elections Administrator
Tabulation Supervisor: Jason Slonaker, Technology Resources Coordinator
Presiding Judge: Early Voting Ballot Board Judge
Alternate Judge: Early Voting Ballot Board Alternate Judge

The counting station manager or their representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated by posting on the Election Administrator's Election Night Results website. The manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central counting station (if requested) and by posting to the Election Administrator's Election Night Results website. To ensure the accuracy of reported election returns, results printed on the reports produced by Denton County's voting equipment will not be released to the participating authorities at the remote collection locations or from individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to each participating authority as soon as possible after all returns have been tabulated. The Elections Administrator will include the tabulation and precinct-by-precinct results that are required by Texas Election Code Section 67.004 for the participating authorities to conduct their respective canvasses. Each participating authority shall be responsible for the official canvass of its respective election(s), and shall notify the Elections Administrator, or their designee, of the date of the canvass, no later than three days after Election Day.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE DENTON COUNTY

Each participating authority with territory containing population outside of Denton County agrees that they Elections Administrator shall administer only the Denton County portion of those elections.

X. RUNOFF ELECTIONS

Each participating authority shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the participating authority notifies the Elections Administrator in writing within three (3) business days of the original election.

Each participating authority shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election.

Each participating authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be Saturday, June 18, 2022, with early voting being held in accordance with the Election Code.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election.

Allocation of general expenses, which are not directly attributable to an individual polling location, will be expensed by each participating authority's percentage of registered voters of the total registered voters of all participating authorities.

Expenses for Early Voting by personal appearance shall be allocated based upon the actual costs associated with each early voting location. Each participating authority shall be responsible for an equal portion of the actual costs associated with the early voting locations within their jurisdiction. Participating authorities that do not have a polling location within their jurisdiction shall pay an equal portion of the nearest polling location.

Election Day location expenses will be allocated based on each participating authority's percentage of registered voters assigned to each polling place. If a participating authority's election is conducted at more than one Election Day polling location there shall be no charges or fees allocated to the participating authority for the cost of the Election Day polling location in which the authority has fewer than 50% of the total registered voters served by that polling location, except that if the number of registered voters in all of the authority's polling locations is less than the 50% threshold, the participating authority shall share the expenses, based on their percentage of registered voters, of the polling location at which it has the greatest number of registered voters.

In the event that participating authorities with overlapping boundaries cannot make an agreement on Early Voting and/or Election Day locations, the requesting participating authority agrees to bear the entire expense of the location.

Each participating authority requesting additional hours, outside of the standard hours, for a location or locations, agree to split the cost of the additional open hours equally amongst the requesting participating authorities.

Costs for Early Voting by mail, in-person ballots, provisional ballots, and Poll Pad paper shall be allocated according to the actual number of ballots issued to each participating authority's voters and the cost shared equally amongst participating authorities of each ballot style.

Each participating authority agrees to pay the Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

The Denton County Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) within the county treasury in accordance with Election Code Section 31.100.

The Denton County Elections Administrator reserves the right to adjust the above formulas in agreement with an individual jurisdiction if the above formula results in a cost allocation that is inequitable.

If any participating authority makes a special request for extra Temporary Branch Early Voting by Personal Appearance locations as provided by the Texas Election Code, that entity agrees to pay the entire cost for that request.

Participating authorities having the majority of their voters in another county, and fewer than 500 registered voters in Denton County, and that do not have an Election Day polling place or early voting location within their Denton County territory shall pay a flat fee of \$400 for election expenses.

Election expenses, including but not limited to, overtime charges for Election Office staff, and any unforeseen expenses needed to conduct the election, will be borne by the participating authority or authorities, affected.

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any participating authority may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. The withdrawing authority is fully liable for any expenses incurred by the Denton County Elections Administrator on behalf of the authority plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the Elections Administrator by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fees, if applicable.

It is agreed that any of the joint election early voting locations that are not within the boundaries of one or more of the remaining participating authorities, with the exception of the early voting location at the Denton County Elections Building, may be dropped from the joint election unless one or more of the remaining participating authorities agreed to fully fund such location(s). In the event that any early voting location is eliminated under this section, as addendum to the contract shall be provided to the remaining participants within five days after notification of all intents to withdraw have been received by the Elections Administrator.

XIII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator

shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the appropriate participating authority.

XIV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting participating authorities agree that any recount shall take place at the office of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor, and the participating authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to each participating authority as necessary to conduct a proper recount.

XV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Denton County Treasurer and the Denton County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
4. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas.
5. In the event that one of more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

7. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
8. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.
9. Failure for a participating authority to meet the deadlines as outline in this contract may result in additional charges, including but not limited to, overtime charges, etc.
10. Elections Staffing Hourly Rate (includes all benefit pay):

Absentee Voting Coordinator	\$46.135
Voter Registration Clerk	\$33.760 - \$51.822
Technology Resources Coordinator	\$59.547
Elections Technician	\$42.000 - \$45.530
Voter Registration Coordinator	\$44.431
Training Coordinator	\$55.650
Election Coordinator	\$38.056

XVI. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for each participating authority under the terms of this agreement is listed below. The exact amount of each participating authority's obligation under the terms of this agreement shall be calculated after the May 7, 2022 election (or runoff election, if applicable). The participating authority's obligation shall be paid to Denton County within 30 days after the receipt of the final invoice from the Denton County Elections Administrator.

The total estimated obligation for each participating authority under the terms of this agreement shall be provided within 45 days after the last deadline for ordering an election:

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XVII. JOINT CONTRACT ACCEPTANCE AND APPROVAL

IN TESTIMONY HEREOF, this agreement has been executed on behalf of the parties hereto as follows, to-wit:

- (1) It has on the _____ day of _____, 2022 been executed by the Denton County Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the 1st day of February, 2022 been executed on behalf of the Town of Little Elm pursuant to an action of the Town of Little Elm Town Council so authorizing;

ACCEPTED AND AGREED TO BY DENTON COUNTY ELECTIONS ADMINISTRATOR:

APPROVED:



Frank Phillips, CERA

ACCEPTED AND AGREED TO BY THE TOWN OF LITTLE ELM:

APPROVED:

ATTESTED:

CURTIS J. CORNELIOUS, MAYOR

CAITLAN BIGGS, TOWN SECRETARY



Date: 02/01/2022
Agenda Item #: 7. D.
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, Discuss, and Consider Action to Approve **Ordinance No. 1656 Ordering a General Election to be held on May 7, 2022.**

DESCRIPTION:

The Town of Little Elm is ordering a general and special election to be held on May 7, 2022, for the following purposes:

- To elect a Town Council Member for Place 1, for a three (3) year term;
- To elect a Town Council Member for Place 2, for a three (3) year term; and
- To elect a Town Council Member for Place 4, for a three (3) year term.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Ordinance No. 1656

TOWN OF LITTLE ELM, TEXAS

ORDINANCE NO. 1656

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON SATURDAY, MAY 7, 2022, FOR THE FOLLOWING PURPOSES: ELECT (1) TOWN COUNCIL MEMBER FOR PLACE 1 FOR A THREE (3) YEAR TERM; ELECT ONE (1) TOWN COUNCIL MEMBER FROM PLACE 2 FOR A THREE (3) YEAR TERM; ELECT ONE (1) TOWN COUNCIL MEMBER FROM PLACE FOUR FOR A THREE (3) YEAR TERM; PROVIDING FOR THE APPOINTMENT OF ELECTION OFFICERS; PROVIDING FOR THE DESIGNATION OF THE PLACES AND MANNER OF HOLDING SAID ELECTION; PROVIDING FOR THE DESIGNATION OF THE EARLY VOTING POLLING PLACES; PROVIDING FOR THE DESIGNATION OF THE EARLY VOTING CLERK; PROVIDING FOR THE POSTING AND PUBLICATION OF NOTICE; PROVIDING A SEVERABILITY AND CONFLICTS CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, Section 41.001 of the Texas Election Code, as amended, establishes Saturday, May 7, 2022, as a “uniform election date” for the purposes of conducting an election within the Town of Little Elm, Texas (**“Town”**); and

WHEREAS, the Town Council Member terms of office for Place 1, Place 2, and Place 4 will expire in May, 2022, and must be filled by general election; and

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

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

Section 1. Findings.

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

Section 2. Election Order; Election Date; Purpose of Election.

A general election of the Town shall be held on May 7, 2022, between the hours of 7:00 a.m. and 7:00 p.m., at those Election Day voting sites as determined by the Elections Administrator, for the following purposes:

- (1) To elect a Town Council Member for Place 1, for a three (3) year term;
- (2) To elect a Town Council Member for Place 2, for a three (3) year term;
- (3) To elect a Town Council Member for Place 4, for a three (3) year term;

Section 3. Candidate Filing Deadline.

Candidates for Town Council Member for Place 1, Town Council Member for Place 2, and Town Council Member for Place 4, may file with the Town Secretary of the Town of Little Elm, Texas ("**Town Secretary**"), for one of the three (3) places beginning on January 19, 2022, and until 5:00 p.m. on February 18, 2022. The last date and time for a write-in candidate shall be 5:00 p.m. on February 22, 2022.

Section 4. Voting System, Ballots.

Voting on the date of the election, and early voting therefore, shall be by the use of a lawfully approved voting system, as provided in the Election Services Agreement. The preparation of the voting equipment to be used in connection with such voting system and the official ballots for the election shall conform to the Texas Election Code, as amended, so as to permit the electors of the Town to vote for Town Council Member for Place 1, Town Council Member for Place 2, and Town Council Member Place 4. 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 Election Services Agreement, and in substantially the following form and language:

**GENERAL ELECTION
Town of Little Elm, Texas
May 7, 2022**

OFFICIAL BALLOT

Council Member for Place 1

Council Member for Place 2

Council Member for Place 4

Section 5. Election Precincts; Polling Places.

All election precincts, early voting polling sites and Election Day polling sites shall be determined by the Elections Administrator pursuant to the Election Services Agreement.

Section 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 Texas Election Code.

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

Early voting shall commence in the Little Elm Community Center on April 25, 2022 (as well as at any other polling site(s) determined by the Elections Administrator pursuant to the Election Services Agreement), and shall close on May 3, 2022. During the lawful early voting by personal appearance period (April 25, 2022, through May 3, 2022), the Town Secretary (or designated personnel of the Elections Administrator) shall keep such place(s) for early voting open for early voting by personal appearance schedule as follows:

April 25 – April 30	8:00 a.m. to 5:00 p.m.
May 1	11:00 a.m. to 5:00 p.m.
May 2 – May 3	7:00 a.m. to 7:00 p.m.

The main early voting location is at the Denton County Elections Administration, 701 Kimberly Dr., Ste. A111, Denton, TX 76208.

Section 8. Applications for Ballot by Mail and Federal Post Card Applications.

Applications for a Ballot by Mail and Federal Post Card Applications must be submitted between January 1, 2022 and April 26, 2022 by mail, fax or email to:

Early Voting Clerk
PO Box 1720
Denton, TX 76202
Fax: 940-349-3201
Email: elections@dentoncounty.com
Website: <https://www.votedenton.gov/>

Section 9. Election Compliance.

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

Section 10. Voting Qualification; Voting Materials.

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

Section 11. Compensation for Services.

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

Section 12. Notices.

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

- (a) Publishing the notice of the election at least once, not more than thirty (30) days nor less than ten (10) days before the election in the official newspaper of the Town, or between April 7, 2022 and April 27, 2022;
- (b) Filing with the Town Secretary a copy of the notice of the election;
- (c) Posting a copy of the notice on the bulletin board used for posting notices of the meetings of the Town Council and on the Town's website (www.littleelm.org) at least twenty-one (21) days before the election, by April 16, 2022; and
- (d) Delivering notice of the election to the Denton County clerk not later than the 60th day before Election Day, or March 8, 2022.

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

Section 13. Run-Off Election.

In accordance with the State Constitution, the Texas Election Code, and the Charter, in the event that no candidate receives a majority of the votes for an office, there shall be a runoff election held on a date authorized by the Texas Election Code. If a run-off election becomes necessary it shall be ordered by the Mayor or Mayor Pro-tem not later than five (5) days after the canvassing of the returns of the general election, or as otherwise authorized by the Texas Election Code. The Town may, at its option, choose to conduct any runoff election in conjunction with the Denton County Elections administrator through the provisions of the Election Services Agreement.

Section 14. Severability Clause; Conflicts with Election Services Agreement.

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

Section 15. Effective Date.

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

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas
this 1st day of February 2022.

Curtis J. Cornelious, Mayor

ATTEST:

Caitlan Biggs, Town Secretary

APPROVED AS TO FORM:

Robert F. Brown, Town Attorney