



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

Tuesday, March 15, 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 - C. Items to be Withdrawn from Consent Agenda.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. **Presentations.**
 - A. Present a **Proclamation Recognizing The Make 380 Safe Coalition.**
 - B. Present a **Proclamation Recognizing Ram Mehta.**
 - C. Present a **Proclamation Declaring March 2022 as Irish-American Heritage Month.**
 - D. Present the **Fiscal Year 2019-2020 GFOA Excellence in Financial Reporting Award and the Fiscal Year 2019-2020 GFOA Outstanding Achievement in Popular Financial Reporting.**

3. **Workshop.**
 - A. Present and Discuss the **Magic of Lights 2021 Recap.**
 - B. Present and Discuss the **Building Codes Roof Requirements.**
 - C. Present and Discuss the **Creation of a Veterans Commission.**

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

5. **Public Comments**

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

6. **Consent Agenda**

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

- A. Consider Action to Approve the **Minutes from the February 26, 2022, Town Council Strategic Planning Retreat.**

- B. Consider Action to Approve the **Minutes from the March 1, 2022, Regular Town Council Meeting.**
- C. Consider Action to Approve the **2022 Strategic Plan.**
- D. Consider Action to Approve a **Request of a Refund Associated with the Town's Home Improvement Tax Incentive Program for the Property Owner of 316 Marion Drive, within Little Elm's Town Limits, and Authorization to the Town Manager to Execute the Home Improvement Tax Incentive Program Agreement.**
- E. Consider Action to Approve the **Award of Bid 2022-05 for Harvey Circle Sanitary Sewer Relocation to Maya Underground Contractors in the amount of \$76,962, and Authorize the Town Manager to Execute the Contract.**
- F. Consider Action to Accept the **Little Elm Police Department's 2021 Racial Profiling Report.**

7. **Public Hearings.**

- A. Hold a Public Hearing on **Little Elm Leased Housing Associates II, L.P.'s Proposal to Acquire, Develop, and Construct a Multifamily Housing Development for Tenants on Low and Moderate-Income that will be located at 902 W. Eldorado Pkwy, Little Elm, TX 75068, and within Denton County, Texas, and its Proposed Application for Financing of such Development, including the use of Low Income Housing Tax Credits from the Texas Department of Housing and Community Affairs.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:

- B. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1662 Regarding a Request to Rezone Approximately 9.8 Acres of Land, Currently Zoned as Agriculture (AG), in Order to Establish a New Planned Development District Based on Single-Family 4 (SF-4) District Requirements with Modified Development Standards, to Allow a New Single-Family Residential Subdivision.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1662:

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

- A. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and R&M Materials.**
- B. Present, Discuss, and Consider Action on **Resolution No. 0315202201 for No Objection to the Applicant's Tax Credit Application; Authorizing the Texas Housing Foundation to Exercise its Powers within the Territorial Boundaries of the Town of Little Elm, Texas; and Authorizing a Cooperation Agreement.**
- C. Present, Discuss, and Consider Action on a **Cooperation Agreement between the Town of Little Elm Texas and the Texas Housing Foundation.**
- D. Present, Discuss, and Consider Action to **Accept the Town's Independent Audit Report and the Annual Comprehensive Financial Statement and Federal Single Audit Report for the Fiscal Year ended September 30, 2021.**
- E. Present, Discuss, and Consider Action to **Accept the Town's "Financial Highlights" for the Fiscal Year ended September 30, 2021.**

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

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

10. **Reconvene into Open Session**

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

- COVID-19 Pandemic and the Town's response thereto, including the consideration of an emergency declaration ordinance.
- Section 551.071 for private consultation with the Town Attorney to discuss the COVID-19 pandemic and municipal authority to respond to the COVID-19 outbreak and to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.

- Section 551.072 to discuss certain matters regarding real property.
- Section 551.074 of the Texas Government Code to discuss and deliberate personal matters to evaluate performance duties, of a public officer or employee(s).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

11. **Adjourn.**

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

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

Respectfully,

Town Secretary

This is to certify that the above notice was posted on the Town's website this 10th day of March 2022 before 5:00 p.m.



Date: 03/15/2022
Agenda Item #: 2. A.
Department: Administrative Services
Strategic Goal: Ensure strong relationship within the community and region
Staff Contact: Kate Graham, Assistant to the Town Manager

AGENDA ITEM:

Present a **Proclamation Recognizing The Make 380 Safe Coalition.**

DESCRIPTION:

Mayor Cornelious will present a proclamation recognizing The Make 380 Safe Coalition.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Attachments

The Make 380 Safe Coalition Proclamation



Proclamation

WHEREAS, The Make 380 Safe Coalition was formed on November 25, 2018 by Jessica Dunn and will be celebrating their 4th anniversary this year; and

WHEREAS, The Make 380 Safe Coalition has done an amazing job in raising awareness concerning the issues involving State Highway 380 in Denton County and Collin County; and

WHEREAS, The Make 380 Safe Coalition has worked tirelessly to help make State Highway 380 safer for local residents and all who travel on it; and

WHEREAS, The Make 380 Safe Coalition consists of over 11,400 people who signed the original petition; and

WHEREAS, Jessica Dunn and her incredible team worked so well with Denton and Collin Counties, local City leaders, local ISD's, local law enforcement, and TxDOT; and

WHEREAS, The leaders of the Make 380 Safe Coalition are Jessica Dunn, Carly Stewart, Tony Singh, Pam Boich, Tony Boich, Laurie Dopson, Peggy Aquinaldo, and Megan Ribas. There are many more people who have worked so hard on this effort.

NOW, THEREFORE, the Town of Little Elm Town Council would like to recognize and congratulate The Make 380 Safe Coalition for their outstanding achievements and accomplishments. There is much more work to be done to help make State Highway 380 a safer highway, and today we extend our best wishes to Jessica Dunn and the entire Make 38 Safe Coalition, and all of the wonderful residents they represent.

Given under my hand and Seal of the Town of Little Elm, Texas, this 15th day of March, 2022.

Curtis J. Cornelious, Mayor of Little Elm



Date: 03/15/2022
Agenda Item #: 2. B.
Department: Administrative Services
Strategic Goal: Ensure strong relationship within the community and region
Staff Contact: Kate Graham, Assistant to the Town Manager

AGENDA ITEM:

Present a **Proclamation Recognizing Ram Mehta.**

DESCRIPTION:

Mayor Cornelious will present a proclamation recognizing Ram Mehta for his contributions to North Texas.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Attachments

Ram Mehta Proclamation



Proclamation

WHEREAS, Plano restaurateur Ram Mehta has distinguished himself through his work as one of the founders of Everyone Eatz, a charitable movement dedicated to supporting North Texans who have been impacted by the COVID-19 pandemic; and

WHEREAS, Mr. Mehta, the owner of In-Fretta Pizza in Plano, has long recognized the need to provide for the hungry and those experiencing homelessness. After immigrating to the United States from New Delhi, India, as a teenager, he struggled with food insecurity and at one time was forced to live in a New York subway. Although he has worked hard to achieve a better life for himself, he has never forgotten the adversity he faced as a youth, and he has shown compassion by feeding residents of a local homeless shelter and offering free meals at his restaurant to those in need; and

WHEREAS, when the COVID-19 pandemic hit, Mr. Mehta saw a growing number of families in need and decided to act. Joining together in the cause are numerous other business owners from North Texas. Together, they have organized and volunteered at Everyone Eatz events in Plano, Frisco, Dallas, and other cities across North Texas; and

WHEREAS, all of their charitable donations have been self-funded, and to date, Everyone Eatz has provided more than 800,000 free meals, 3 cars, 4,000 toys, 5,000 backpacks, 32,00 COVID tests, 38,000 PPE kits, 45,000 dental hygiene kits, and thousands of groceries, and continue giving as they see people in need.

NOW, THEREFORE, the Town of Little Elm Town Council would like to recognize Ram Mehta, Everyone Eatz, and their many volunteers for their generous contributions to the community.

Given under my hand and Seal of the Town of Little Elm, Texas, this 15th day of March, 2022.

Curtis J. Cornelious, Mayor of Little Elm



Date: 03/15/2022
Agenda Item #: 2. C.
Department: Administrative Services
Strategic Goal: Ensure strong relationship within the community and region
Staff Contact: Kate Graham, Assistant to the Town Manager

AGENDA ITEM:

Present a **Proclamation Declaring March 2022 as Irish-American Heritage Month.**

DESCRIPTION:

Mayor Cornelious will present a proclamation recognizing March 2022 as Irish-American Heritage Month.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Attachments

Irish-American Heritage Month Proclamation



Proclamation

WHEREAS, for centuries, Irish Americans have played a crucial role in helping define the soul of our Nation, and today, nearly 1 in 10 Americans proudly trace their roots back to the Emerald Isle; and

WHEREAS, the contributions of Irish Americans helped shape this land of opportunity and define what it means to be American; and

WHEREAS, St. Patrick died on March 17th in 461 A.D.; and

WHEREAS, St. Patrick made an imprint on Ireland and all the lands that the Irish immigrated to, that March 17th is celebrated as St. Patrick's day in countries around the world.

WHEREAS, many residents will celebrate St. Patrick's Day this month at different Little Elm restaurants or at home with corned beef, cabbage and green beer; and

WHEREAS, every year, the President of the United States recognizes March as Irish-American Heritage Month.

NOW, THEREFORE, we declare the month of March 2022 as **Irish-American Heritage Month** and call upon all residents to celebrate the cultural impact of Irish immigrants on American society, and on March 17th, celebrate St. Patrick's Day.

Given under my hand and Seal of the Town of Little Elm, Texas, this 15th day of March, 2022.

Curtis J. Cornelious, Mayor of Little Elm



Date: 03/15/2022
Agenda Item #: 2. D.
Department: Administrative Services
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Present the **Fiscal Year 2019-2020 GFOA Excellence in Financial Reporting Award** and the **Fiscal Year 2019-2020 GFOA Outstanding Achievement in Popular Financial Reporting**.

DESCRIPTION:

The Finance department will present two awards that the Town has received from the Government Finance Officers Association (GFOA): Excellence in Financial Reporting Award and Outstanding Achievement in Popular Financial Reporting for Fiscal Year 2019-2020.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.



Date: 03/15/2022
Agenda Item #: 3. A.
Department: Community Services
Strategic Goal: Maximize community recreation and leisure activities
Staff Contact: Chad Hyde, Director of Community Services

AGENDA ITEM:

Present and Discuss the **Magic of Lights 2021 Recap.**

DESCRIPTION:

Magic of Lights ran in Little Elm Park from November 20, 2021, through January 2, 2022. Staff will present a recap that will show ticket sales and expenses and will discuss the 2022 event.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.



Date: 03/15/2022
Agenda Item #: 3. B.
Department: Administrative Services
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Fred Gibbs, Director of Development Services

AGENDA ITEM:

Present and Discuss the **Building Codes Roof Requirements**.

DESCRIPTION:

Staff will discuss the Building Codes Roof Requirements with Town Council.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff requests direction from Town Council.



Date: 03/15/2022
Agenda Item #: 3. C.
Department: Administrative Services
Strategic Goal: Ensure strong relationship within the community and region
Staff Contact: Kate Graham, Assistant to the Town Manager

AGENDA ITEM:

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

DESCRIPTION:

At the January 18, 2022 Regular Council Meeting, a task force was created to discuss options for creating a veterans commission for the Town of Little Elm. Assistant to the Town Manager Kate Graham will present the recommendations from the task force.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff requests direction from Council.



Date: 03/15/2022
Agenda Item #: 6. A.
Department: Administrative Services
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Consider Action to Approve the **Minutes from the February 26, 2022, Town Council Strategic Planning Retreat.**

DESCRIPTION:

The minutes from the February 26, 2022, Town Council Strategic Planning Retreat are attached for approval.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Minutes - February 26, 2022

DRAFT

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

**TOWN COUNCIL STRATEGIC PLANNING RETREAT
SATURDAY FEBRUARY 26, 2022 - 9:00 a.m.
ABILENE CHRISTIAN UNIVERSITY - ADDISON
ONE HANOVER PARK | 16633 DALLAS PARKWAY, SUITE 800, ADDISON, TX 75001**

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

Absent: Council Member Tony Singh

Staff Present: Caitlan Biggs, Director of Administrative Services/Town Secretary; Joe Florentino, Assistant Town Manager; Matt Mueller, Town Manager; Chad Hyde, Director of Community Services; Deidre Hale, Human Resources Director; Doug Peach, Deputy Town Manager; Fred Gibbs, Director of Development Services; Jason Shroyer, Director of Public Works; Jennette Espinosa, EDC Executive Director; Kate Graham, Assistant to the Town Manager; Kelly Wilson, Chief Financial Officer; Paul Rust, Fire Chief; Rodney Harrison, Police Chief

1. Call to Order Retreat at 9:00 a.m.

Meeting called to order at 9:00 a.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 Town's Strategic Plan.

4. Adjourn.

Meeting adjourned at 3:04 p.m.

Respectfully,

Caitlan Biggs

Town Secretary

Passed and Approved this 15th day of March 2022.



Date: 03/15/2022
Agenda Item #: 6. 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 March 1, 2022, Regular Town Council Meeting.**

DESCRIPTION:

The minutes from the March 1, 2022, regular Town Council meeting are attached for approval.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Minutes - March 1, 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 MARCH 1, 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; Joe Florentino, Assistant Town Manager; Matt Mueller, Town Manager; Chad Hyde, Director of Community Services; Deidre Hale, Human Resources Director; Doug Peach, Deputy Town Manager; Fred Gibbs, Director of Development Services; Jason Shroyer, Director of Public Works; Jennette Espinosa, EDC Executive Director; Kate Graham, Assistant to the Town Manager; Kelly Wilson, Chief Financial Officer; Paul Rust, Fire Chief; Rebecca Hunter, Purchasing Manager; Robert Brown, Town Attorney; Rodney Harrison, Police Chief

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

Meeting was called to order at 6:01 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 Lisa Norman withdrew item 5C to abstain from the vote. Council Member Tony Singh withdrew item 5D to abstain from the vote.

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 requested a review of the roofing code for March 15, 2022.

- F. Presentation of Monthly Updates.

Town Manager Matt Mueller stated that the new Mobile Command Unit for Public Safety has been delivered.

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

Council Member Jeremy Lukas requested additional explanation for item 5E. Town Engineer Wesley Brandon gave an overview of the item, stating that this agreement adds two signals being installed at Smotherman Road and Martin Way.

2. Workshop.

- A. Present and Discuss the **Charter Review Committee.**

Director of Administrative Services/Town Secretary Caitlan Biggs stated that staff conducted research on this item and found that the Town is unable to change the date of the general election due to Section 41.0052 of the Texas Election Code. There was a one-time opportunity for cities to change their general election date from May to November prior to December 31, 2016. Since the Town did not elect to move forward with this change by that date, we are not able to put this proposition forward to the voters.

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.

None.

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.

Motion by Mayor Pro Tem Neil Blais, seconded by Council Member Tony Singh ***to approve the consent agenda, excluding items 5C and 5D.***

Vote: 7 - 0 - Unanimously

- A. Consider Action to Approve the **Minutes from the February 15, 2022, Regular Town Council Meeting.**
- B. Consider Action to Approve the **Minutes from the February 22, 2022, Town Council and EDC Retreat.**
- C. Consider Action to Approve **Planning & Zoning Commissioner Removal and Appointments.**

Motion by Council Member Michael McClellan, seconded by Council Member Tony Singh **to approve item 5C.**

Vote: 6 - 0 - Unanimously

- D. Consider Action to Approve a **Partnership Agreement between Little Elm Cricket Association and Town of Little Elm.**

Motion by Council Member Michael McClellan, seconded by Council Member Jamell Johnson **to approve item 5D.**

Vote: 6 - 0 - Unanimously

- E. Consider Action to Approve **Amendment #3 to the Interlocal Cooperation Agreement between the Town of Little Elm, the City of Frisco, and the Texas Department of Transportation for the Operation and Maintenance of Traffic Signals.**
 - F. Consider Action to Approve a **Proposed Task Order with Dunaway Associates, LP (Engineering Design Services Contract) for the Little Elm Park Campground Improvements Project in an amount not to exceed \$269,975 and Authorize the Town Manager to Execute the Contract.**
6. **Public Hearings.**
- A. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1661 Regarding a Request to Rezone Approximately .344 Acres at 108 Hardwicke Lane, Legally Known as Lot 11, Block H, Little Elm Townsite from Single Family A1 (A1) to Lakefront District (LF).**
 - **Open Public Hearing:**
 - **Receive Public Comments:**
 - **Close Public Hearing:**
 - **Take Action on Ordinance No. 1661:**

Director of Development Services Fred Gibbs gave an overview of the item in the attached presentation.

- **Open Public Hearing: 6:17 p.m.**
- **Receive Public Comments: None**
- **Close Public Hearing: 6:18 p.m.**

Motion by Council Member Michael McClellan, seconded by Council Member Tony Singh **to approve Ordinance No. 1661.**

Vote: 7 - 0 - Unanimously

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

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

Town Council entered into Recess at 6:19 p.m. until 6:30 p.m.

Town Council came back from Recess and entered into Executive Session at 6:30 p.m.

8. Reconvene into Open Session

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

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

Council reconvened into Open Session at 6:51 p.m. No action was taken.

9. Adjourn.

Meeting was adjourned at 6:51ish.

Respectfully,

Caitlan Biggs
Town Secretary

Passed and Approved this 15th day of March 2022.



Date: 03/15/2022
Agenda Item #: 6. C.
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 **2022 Strategic Plan**.

DESCRIPTION:

In 2013, the Town partnered with Strategic Government Resources to create and adopt its first Strategic Plan. This plan consists of six goals with each goal having its own objectives that measure progress toward the Town's vision of being a distinct and desirable lakeside destination for all people to live and play while enjoying a safe, vibrant, and welcoming community.

At its Strategic Planning Retreat on February 26, 2022, Town Council recommended various changes to the 2021 strategic plan. Attached to this item is the proposed plan with those changes.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

2022 Strategic Plan

2022 STRATEGIC PLAN



OVERVIEW

A strategic plan sets the vision for a town or city and charts its course for the community. The Town of Little Elm's Strategic Plan consists of goals, long-term objectives, and action items. Goals are set at a high level and serve as visionary statements of the Council's big-picture priorities. Long-term objectives are a mix of operational expectations both from a 'how we operate' perspective and a 'what we accomplish' perspective. Action items are staff initiatives that help us measure our progress toward our objectives.

Additionally, Town staff develops the operating and capital budgets to achieve strategic goals and long-term objectives defined in the Town Council's adopted Strategic Plan.

The plan was approved in 2013 and updated in 2015, 2017, 2019, 2021, and 2022.

Town Charter Requirement

As a result of the May 1, 2021 Election, a charter amendment was approved by the voters that requires the Town Council to enact, adopt, and maintain, by ordinance, a strategic plan that sets forth the Town's strategic vision, goals, and objectives. The Town Council shall review the strategic plan at least once every two years and re-adopt the strategic plan with those changes to the strategic plan, if any, determined by Town Council to be appropriate. Adoption of any changes to the strategic plan shall require at least five (5) affirmative votes of the Town Council.

MISSION & VISION

The Town of Little Elm is a distinct and desirable lakeside destination for all people to live and play while enjoying a safe, vibrant, and welcoming community.

VISION



MISSION

The Mission of the Town of Little Elm is to build on our unique lake opportunities and hometown charm, encourage diverse housing options and business opportunities, and provide an unmatched quality of life.

VISION SUPPORTING STATEMENTS

Little Elm provides an environment that is:

- Safe
- Diverse in housing opportunities
- Inclusive

In a community that possesses...

- A strong sense of community identity
- A strong neighborhood connection
- A strong sense of aesthetics and attention to detail
- A destination for recreation and leisure activities via a lakefront district and potential to utilize shallow-water activities (fishing, canoeing, kayaking, etc.)
- Economic and business development that serves our residents and takes advantage of our commercial corridors
- Strong partnership with school districts

And provides:

- A full range of housing options
- Services and amenities that are unique to Little Elm (lake and trail system) and encouraging an active lifestyle
- Multiple entertainment and retail options
- Services and conveniences to meet the needs of our residents
- Recreational programming for all residents in quality facilities that are safe, visually appealing, and comfortable for spectators and participants

Little Elm operates in a way that is:

- Known for being friendly and courteous – demonstrates empathy in all interactions
- Easy to do business with – all processes are streamlined; the telephone is answered
- Financially responsible – controls costs and remains opportunistic in pursuing projects that promote the vision
- Cooperative and encouraging in its relationships with community organizations and churches

SWOT ANALYSIS

Strengths

- Location and lake access.
- Residents, Council, and Town management are aligned in their desire to provide a high-quality and streamlined development process.
- Efficient procedures, systems, and well developed customer service.
- Key staff has prior municipal experience.
- Access to regional transportation and amenities.
- Centrally located to employment centers.
- Neighborhoods have created a strong sense of community.
- Friendly, cooperative, and supportive staff.
- Good working relationships within Town departments, other municipalities, and the development community.
- Unique lakefront amenities.
- Reputation of Little Elm as safe place to live.
- Powerful sense of community.

Opportunities

- Maximize lake access to create a unique recreation opportunity.
- Location of Little Elm is poised for continued development.
- Undeveloped and underdeveloped property provides “blank slate” for new development and recreational opportunities.
- Enhance community involvement and connections as the Town grows – enhance and create traditions that promote our image and feel.
- Build on positive relationships in the region to take advantage of the lessons we can learn from others.
- U.S. 380 represents opportunity for economic development.
- The ability to use new and available technology to streamline service delivery.
- Capitalize on lunchtime traffic of teachers and students for restaurants.
- Potential of redeveloped Hill Town on schools and Town.
- Current development trajectory for Town build-out and resulting revenues.
- Emerging redevelopment window in some areas of Town.

Weaknesses

- Current construction makes transportation difficult.
- High rate of growth presents challenges to maintain our expected level of service to residents and the development community.
- High rate of growth presents challenges to keep up with infrastructure needs.
- High rate of retail leakage.
- No immediate access to major Interstate traffic.
- Geographical connectivity.
- Known as a “commuter” community.
- Commercial area competitiveness.
- Historical geographic challenges and location of key intersections.
- Transportation infrastructure challenges.
- Lack of patience for development projects.

Threats

- Growth of community and demand for services exceeding staff's capacity.
- Other communities competing for development in the region.
- Slowdown of growth and build-out.
- Multiple jurisdictions control U.S. 380.
- Substandard development standards in unincorporated areas.
- Impact of Hill Town left unresolved.
- Recognize the impacts in public safety with growth.
- Shifting community priorities as Town grows.
- Ability to remain competitive with other organization for talent.
- Regulatory and other governmental agencies impeding Town priorities or implementing mandates.

STRATEGIC GOALS

Provide a safe and welcoming environment for Little Elm residents and visitors: Little Elm will be a community that is safe and welcoming to all who live here and visit. A safe and welcoming environment is accomplished by upholding a strong sense of community with engaged residents, maintaining clean and aesthetically welcoming corridors and neighborhoods, preserving a low crime rate, and ensuring that public safety officials are courteous, professional, and ethical while providing equitable service to all.

Ensure strong relationships within the community and region: Little Elm will strive to ensure positive relationships within the community and region. Strong and positive relationships are accomplished by conducting business with a high level of integrity, promoting open communication, transparency, partnerships, and displaying a high level of courteousness in all of our interactions. We will operate with a partner mentality with all entities with which we share a common interest.

Maximize community recreation and leisure activities: Little Elm will maximize recreational and leisure activities for the region. Recreational and leisure activities will be provided for a broad range of socio-economic and interests groups, focusing on maximizing the unique shoreline recreation opportunities on Lewisville Lake.

Maintain operational integrity and viability: Little Elm will ensure the Town's financial and operational processes' integrity and long-term viability. Little Elm's operational and financial soundness will be ensured by maintaining a competitive tax rate, aggressively recruiting selective retail and small business economic development prospects, planning for long-term financial obligations, and maintaining a level of operational efficiency.

Promote and expand Little Elm's identity: Maintain Little Elm's distinctive look and high development standards that provide vibrant, high-quality neighborhoods and development. Create a sense of place and brand identity that extends beyond our borders.

Ensure excellence in public services while keeping up with the growth in the community: Little Elm will ensure that high-quality public services are maintained by addressing growth needs in infrastructure and by attracting, retaining, equipping, and empowering a workforce that delivers excellent service for an excellent value.

PROVIDE A SAFE AND WELCOMING ENVIRONMENT FOR LITTLE ELM RESIDENTS AND VISITORS

Little Elm will be a community that is safe and welcoming to all who live here and visit. A safe and welcoming environment is accomplished by upholding a strong sense of community with engaged residents, maintaining clean and aesthetically welcoming corridors and neighborhoods, preserving a low crime rate, and ensuring that public safety officials are courteous, professional, and ethical while providing equitable service to all.

Long-Term Objectives

- Maintain safe and effective walkways and roadways.
- Maintain and expand relationships between the Police Department and resident groups.
- Ensure continuity of dispatch solution.
- Provide quality community events that attract visitors and facilitate a sense of belonging within the community.
- Continue to provide opportunities for residents to volunteer and be involved in achieving our strategic goals.
- Ensure a strong focus on community-oriented policing, public safety, public outreach and education, and servant leadership.
- Embrace the community's diversity and operate in a way that provides equitable service to all residents.
- Build Fire Station 4 and northwest Police Substation to accommodate growth.

ENSURE STRONG RELATIONSHIPS WITHIN THE COMMUNITY AND REGION

Little Elm will strive to ensure positive relationships within the community and region. Strong and positive relationships are accomplished by conducting business with a high level of integrity, promoting open communication, transparency, partnerships, and displaying a high level of courteousness in all of our interactions. We will operate with a partner mentality with all entities with which we share a common interest.

Long-Term Objectives

- Provide opportunities and methods for residents to engage with and be involved in the Town.
- Operate all Town activities in an open, transparent manner.
- Maintain strong relationships with neighborhood associations and civic groups.
- Be an equitable partner in mutual aid to neighboring communities.
- Maintain a culture of friendly customer service and servant leadership.
- Continually identify opportunities for regional shared services, expanding them when possible.
- Operate as a service provider for neighboring communities and districts where possible.
- Participate in meetings and projects with the North Texas Council of Governments, county, state, and federal agencies, and neighboring cities.
- Promote events for regional participation with our neighbors and maximize cross-promotional opportunities for development.
- Participate in leadership in professional organizations.
- Explore collaborative opportunities with the three school districts that exist within Town limits.
- Continue to promote and expand digital services to enhance the ability to access Town government functions online.
- Maximize social media and communications outreach.
- Create more opportunities for youth involvement.
- Create more opportunities for veterans to be involved in the Town.

MAXIMIZE COMMUNITY RECREATION AND LEISURE ACTIVITIES

Little Elm will maximize recreational and leisure activities for the region. Recreational and leisure activities will be provided for a broad range of socio-economic and interest groups, focusing on maximizing the unique shoreline recreation opportunities on Lewisville Lake.

Long-Term Objectives

- Maintain and update the Parks Master Plan.
- Maintain a mutually beneficial relationship with the Corps of Engineers.
- Continue development of a Town-wide trail system to link between recreational amenities.
- Provide inclusive recreational opportunities for a wide variety of socio-economic groups, ages, and interests.
- Utilize new technology and products to provide innovative services and amenities in the Parks system.
- Continue developing and maximizing The Cove at the Lakefront™ and other lakefront recreation and leisure opportunities.
- Develop and maintain recreation infrastructure unique to North Texas.
- Ensure quality of youth sports facilities and park maintenance.
- Maintain positive relationships with user groups.
- Explore partnership opportunities for RV Park, camping, and Cottonwood Park development.
- Complete improvements in Cottonwood Park Phase 1 and plan for future phases.
- Create and implement a plan for enhancements for Little Elm Park.
- Seek a partner to develop an event/hospitality center adjacent to The Rec at the Lakefront™.
- Develop and build Lakeside Sports Complex.
- Ensure completion of The Lawn at the Lakefront™.
- Conduct a feasibility study for Doe Branch Park.

MAINTAIN OPERATIONAL INTEGRITY AND VIABILITY

Little Elm will ensure the Town's financial and operational processes' integrity and long-term viability. Little Elm's operating and financial soundness will be ensured by maintaining a competitive tax rate, aggressively recruiting selective retail and small business economic development prospects, planning for long-term financial obligations, and maintaining a level of operational efficiency.

Long-Term Objectives

- Maintain a competitive tax rate.
- Ensure that the Town is known for being transparent and flexible to work within the development process.
- Maintain and leverage knowledge of unique retail and expand into the North Texas market.
- Recruit new businesses and encourage future development phases in the Lakefront District.
- Target business development to provide dual revenue streams (property tax and sales tax) that support and increase the job base.
- Activate the remote-work residents to engage with opportunities in the business community.
- Maintain a strong bond rating.
- Maintain the fleet replacement fund.
- Work to establish a capital replacement fund for large-cost facility maintenance items.
- Maintain strong reserves.
- Use fund balance for one-time expenses.
- Promote a financially responsible culture that continually looks for operational efficiencies that provide high value.
- Develop and implement plans to develop the northwest corner of Town and 380 corridor.
- Ensure completion of the Lakefront District Phase II multi-use development.
- Evaluate Lakefront District boundaries for future development.
- Identify new revenue streams.

PROMOTE AND EXPAND LITTLE ELM'S IDENTITY

Maintain Little Elm's distinctive look and high development standards that provide vibrant, high-quality neighborhoods and development. Create a sense of place and brand identity that extends beyond our borders.

Long-Term Objectives

- Continue aggressively branding Little Elm.
- Continue to grow the Lakefront District's brand identity and ensure strong marketing and outreach efforts of the area.
- Maintain a "hometown" feel as the Town continues to grow.
- Update and maintain the Comprehensive Plan.
- Maintain neighborhood and commercial integrity.
- Promote a full range of housing options.
- Maintain high quality aesthetics for corridors and entryways.
- Collaborate with other entities to deliver and promote a unified brand message.
- Expand regional marketing of Little Elm's activities.
- Provide funds to continue gateway signage as expansion continues.
- Maintain consistent standards for design and building inspection.
- Implement the wayfinding signage program throughout the community.
- Review and update the subdivision ordinances, zoning ordinances, and use chart to better support the Strategic Plan and Town Council vision.

ENSURE EXCELLENCE IN PUBLIC SERVICES WHILE KEEPING UP WITH THE GROWTH IN THE COMMUNITY

Little Elm will ensure that high-quality public services are maintained by addressing growth needs in infrastructure, and by attracting, retaining, equipping, and empowering a workforce that delivers excellent service for an excellent value.

Long-Term Objectives

- Maintain a competitive market-based compensation and incentives plan.
- Offer training to provide employees a culture of continuous learning and development opportunities.
- Maintain a fun and friendly work environment.
- Promote and maintain a values-based culture of servant leadership.
- Maintain the Town's multi-year staffing plan to accommodate growth.
- Implement an Asset Management System.
- Maintain annual maintenance and replacement program.
- Ensure adequate planning when adding new infrastructure.
- Conduct a long-term facilities study.



Town Council Meeting

Date: 03/15/2022
Agenda Item #: 6. D.
Department: Development Services
Strategic Goal: Promote and expand Little Elm's identity
Staff Contact: Fred Gibbs, Director of Development Services

AGENDA ITEM:

Consider Action to Approve a **Request of a Refund Associated with the Town's Home Improvement Tax Incentive Program for the Property Owner of 316 Marion Drive, within Little Elm's Town Limits, and Authorization to the Town Manager to Execute the Home Improvement Tax Incentive Program Agreement.**

DESCRIPTION:

In 2017, the Town initiated a Home Improvement Incentive Program, open to all single-family residential property owners. The incentive program applies to improvements made to the exterior or interior of a residence, as well as permanent improvements to the lot, such as an in-ground pool or outdoor kitchen. The incentive is based on the increase in the Town property tax on the residence in the first full tax year following the completion of the improvements. The incentive amount is calculated as follows: the town tax increase times ten (tax increase X 10). Payments are to be paid to the homeowner in one lump sum.

All homeowners, in single-family zoned areas, are eligible to participate, except those who are delinquent in property taxes or other fees. To qualify, an improvement project involving the reconstruction or remodeling of a single-family home must cost at least \$20,000 and be completed within 24 months of project approval. After applying for the program, Staff must approve the project before moving forward with improvements and will conduct inspections as necessary. Once work is completed, Staff will do a final inspection, review the provided receipts for the scope of work completed, and initiate a refund to the homeowner based on the tax increase between the appraised taxable property value at the time of application and the appraised taxable property value one year after completion of the improvements.

Staff has worked with the current property owners of 316 Marion Drive, Phillip and Tina Bertrand, in the redevelopment of their property. Redevelopment started in 2019 and was completed in 2020. In 2019, the taxes based on the Town of Little Elm's Taxable Appraised Value for the subject property were assessed at \$2,437.13. In 2021, one full tax year after the project completion in 2020, the taxes based on the Town of Little Elm's Taxable Appraised Value for the subject property

were assessed at \$2,691.17. The difference of \$254.04 is then multiplied by 10, which results in a total refund of \$2,540.40 owed to the property owner.

Please refer to the attached memo for additional details.

BUDGET IMPACT:

The FY 2021-2022 budget has funding for the Home Improvement Incentive Program. The funds are in General Fund within the Finance Department's operating budget.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

HIIP Refund Memo - 316 Marion Drive

HIIP Agreement - 316 Marion Drive



TOWN OF LITTLE ELM

DEVELOPMENT SERVICES DEPARTMENT

100 West Eldorado Parkway
Little Elm, TX 75068

214-975-0471
developmentservices@littleelm.org
www.littleelm.org

March 8, 2022

Re: 316 Marion Drive – Little Elm Home Improvement Incentive Program

The residents of 316 Marion Drive, Phillip and Tina Bertrand, applied for the Little Elm Incentive Program in May 2019 to complete the following work:

1. Remodel of Jack and Jill bathroom (No permit)
2. Addition of a half bath (Permit closed 8/02/2019)
3. Remodel of master bathroom (Permit closed 6/10/2020)
4. Remodel of a bedroom (No permit)
5. Remodel of kitchen (No permit)
6. Remodel of front entry way (No permit)
7. Remodel of patio (Permit closed 6/11/2021 – Not part of the \$26,258.50)

The completed scope of work was estimated at a cost of \$25,522.46, with provided receipts indicating the total amount spent of \$26,258.50, above the \$20,000 threshold to be considered for the incentive program. The application was completed May 2019, and an agreement between the applicant and the Town of Little Elm was signed in December of 2019.

The property taxes, based on the Town of Little Elm's Taxable Appraised Value in tax year 2019, were \$2,437.13. All work within the scope of the incentive was completed in 2020. For tax year 2021, full year after completion of the project, the Town's taxes on the Appraised Taxable Value of the property are \$2,691.17. The difference of \$254.10, is then multiplied by ten (10) as indicated by the Home Improvement Incentive Program, and results in a total amount due, in a single lump-sum payment, of \$2,540.40 (see chart below for details).

Tax Year	Appraised Value (AV)	(AV)/100	Town Tax Rate (TTR)	(TTR)*(AV) = Appraised Value Total Taxes	Difference*10
2021	\$417,918	\$4,179.18	.643948	\$2,691.17	
2019	\$375,000	\$3,750.00	.6499	\$2,437.13	
			Difference:	\$254.04	
			Refund Owed:		\$2,540.40



LITTLE ELM

TOWN OF LITTLE ELM

DEVELOPMENT SERVICES DEPARTMENT

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It should be noted that while the Total Market Value of the property increased to \$528,155 in 2021, the 10% Homestead Cap limited the Taxable Appraised Value of the property to a 10% increase over the previous year's value to \$417,918. Since the work was completed in 2020 and was captured in the 2021 tax year, the applicant is eligible for payment on April 1, 2022 in the amount of \$2,540.40.

Fred Gibbs
Development Services Director
Town of Little Elm

STATE OF TEXAS § TOWN OF LITTLE ELM, TEXAS
 § HOME IMPROVEMENT TAX INCENTIVE PROGRAM
DENTON COUNTY § AGREEMENT

This Home Improvement Tax Incentive Program Agreement (“**Agreement**”) is made by and between the Town of Little Elm, Texas (“**Town**”) and Ms. Elaine Torres (“**Property Owner**”) (each a “**Party**” or collectively the “**Parties**”), acting by and through their respective authorized officers and representatives.

WITNESSETH:

WHEREAS, the Property Owner is the owner of the real property located at 316 Marion Drive (the “**Property**”); and

WHEREAS, Texas Local Government Code Chapter 380 allows the Town to provide incentives for the promotion of economic development; and

WHEREAS, the promotion of the redevelopment of existing housing stock in the Town promotes economic development within the Town and is essential for the continued economic growth and vitality of the Town; and

WHEREAS, it is well established that the availability of quality housing stock encourages the relocation of businesses and attracts new business enterprises, as well as the expansion of existing business enterprises within the Town, which in turn stimulates growth, creates jobs and increases property and sales tax revenues; and

WHEREAS, the promotion of the housing stock is a major contributing factor to the growth of the Town, which in turns stimulates trade and commerce and reduces unemployment; and

WHEREAS, residential development and redevelopment will attract and encourage business relocation and expansion since business will look to the available housing stock to meet the needs of management and the work force; and

WHEREAS, the Town has determined that providing an economic development incentive in accordance with this Agreement will further the objectives of the Town, will benefit the Town and the Town’s inhabitants and will promote local economic development and stimulate business and commercial activity in the Town.

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I

Term

The term of this Agreement shall begin on the Effective Date and continue until the Expiration Date, unless sooner terminated, as provided herein.

Article II

Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“Approved Project” shall mean a project for home improvements, modifications or remodeling of the Property as approved by the Town’s Director of Development Services as being eligible for an incentive under the Home Improvement Program.

“Bankruptcy or Insolvency” shall mean insolvency, appointment of receiver for the Property Owner and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Property Owner and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Commencement of Construction” shall mean that (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for the Approved Project; and (ii) all necessary permits for the construction of the Approved Project have been issued by all applicable governmental authorities.

“Completion of Construction” shall mean the date of the final Home Improvement Tax Incentive Program inspection of the Property by the Town’s Director of Development Services, or designee, following the completion of construction of the Approved Project.

“Effective Date” shall mean the last date of execution hereof.

“Expiration Date” shall mean two (2) years from the Effective Date.

“Home Improvement Program” shall mean the Town of Little Elm Home Improvement Tax Incentive Program adopted by Town of Little Elm Ordinance No. 1433, as amended. The Home Improvement Program is limited to one approved project per location per calendar year. A proposed project for home improvements, modifications or remodeling of a property is not eligible for an incentive under the Home Improvement Program while an Approved Project is pending and has not been completed.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special,

ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Property Owner or any property or any business owned by Property Owner within the Town.

“Incentive” shall mean an economic development incentive in an amount equal to ten (10) times the amount of increase in property taxes for the Property for the first tax year following the date of Completion of Construction as the result of the increase in the Taxable Value of the Improvements, under the Home Improvement Incentive Program as determined by the Director of Development Services for the Approved Project.

“Property” shall mean the real property, including the improvements, located at 316 Marion Drive.

“Property Owner” shall mean the owner of the Property.

“Taxable Value” shall mean the appraised value of the Property as certified by the Denton County Appraisal District, or its successor entity, as of January 1 of a given year.

“Town” shall mean the Town of Little Elm, Texas.

Article III Economic Development Incentive

3.1 **Payment.** Subject to the Property Owner’s continued satisfaction of the terms and conditions of this Agreement and the obligation of the Property Owner to repay the Incentive pursuant to Section 5.2 hereof, the Town agrees to provide the Incentive to the Property Owner to be paid in a single lump-sum payment on April 1 of the first full calendar year following the date of Completion of Construction. For example, assume that the Approved Project is completed on June 30, 2019, and that the 2020 property taxes for the Property increased \$500.00 above the 2019 property taxes as a result of the Approved Project, then the total Incentive would be \$5,000.00, and would be paid on April 1, 2021.

3.2 **Current Revenue.** The Incentive made hereunder shall be paid solely from lawfully available funds that have been appropriated by the Town. Under no circumstances shall the Town’s obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. None of the Town’s obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution or other Party.

Article IV Incentive Conditions

The obligation of the Town to pay the Incentive shall be conditioned upon the continued compliance with and satisfaction of the terms and conditions of this Agreement by the Property Owner and each of the conditions set forth in this Article.

4.1 **Inspections.** The Property Owner agrees to submit to periodic inspections of the Property by the Town during the period beginning with the date of Commencement of Construction and ending on date of Completion of Construction.

4.2 **Construction Costs.** The construction costs incurred and paid by the Property Owner for the Approved Project shall be at least \$20,000.00 (the “**Certified Costs**”). The Property Owner shall, as a condition precedent to the payment of the Incentive, provide copies of invoices, receipts and other documentation as may be reasonably requested by the Town to verify the costs incurred and paid by the Property Owner for construction of the Approved Project.

4.3 **Completion of Construction.** The Property Owner shall cause Completion of Construction of the Approved Project to occur on or before twenty-four (24) calendar months after the Town approval of the Property Owner’s proposed project for an Incentive. The Property Owner shall request the Director of Development Services inspect the Approved Project on or before twenty-four (24) calendar months after the Town approval of the Property Owner’s proposed project for an Incentive. The Property Owner shall cause Completion of Construction of the Approved Project to occur prior to any sale or transfer of the Property to another person, company or other entity, unless the Agreement has been assigned by the Property Owner as permitted in Section 6.1.

Article V Termination

5.1 This Agreement shall terminate upon the occurrence of any one of the following:

- (a) Mutual agreement of the Parties;
- (b) The Expiration Date;
- (c) At the Town’s option, if any Impositions owed to the Town or the State of Texas by Property Owner shall become delinquent (provided, however, Property Owner retains the right to timely and properly protest and contest any such Impositions);
- (d) By the Town, in the event Property Owner breaches any of the terms or conditions of this Agreement and such breach is not cured within sixty (60) days after written notice thereof;
- (e) By the Town, if the Property Owner suffers an event of Bankruptcy or Insolvency;
- (f) By the Town, if any subsequent Federal or State legislation or any final, non-appellable decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable; or
- (g) The sale or transfer of the Property following one assignment of this Agreement as provided herein.

5.2 In the event of termination by the Town pursuant to 5.1(c), (d), (e), (f) or (g), the Property Owner shall immediately repay to the Town an amount equal to Incentive paid to Property Owner, if any, prior to termination of this Agreement.

Article VI Miscellaneous

6.1 **Assignment.** This Agreement may not be assigned without the prior written consent of the Town, except that this Agreement may be assigned by the Property Owner one (1) time in connection with the sale or transfer of the ownership (including a life estate) of the Property to a subsequent owner of the Property upon thirty (30) days prior written notice to the Town. This Agreement shall automatically terminate upon any subsequent sale or transfer of the ownership of the Property.

6.2 **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and assigns of the Parties hereto.

6.3 **Limitation on Liability.** It is understood and agreed between the Parties that the Property Owner, in satisfying the conditions of this Agreement, has acted independently, and Town assumes no responsibilities or liabilities to third Parties in connection with these actions.

6.4 **No Joint Venture.** 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 or joint venture among the Parties.

6.5 **Authorization.** Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.6 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three days thereafter sent by United States Mail, postage prepaid, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered.

If intended for Property Owner, to:

Phillip and Tina Bertrand
316 Marion Drive
Little Elm, TX 75068

If intended for Town, to:

Development Services Dept Town of Little Elm, TX
100 W Eldorado Pkwy
Little Elm, TX 75068

6.7 **Entire Agreement.** This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

6.8 **Governing Law.** This Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.9 **Amendment.** This Agreement may only be amended by the mutual written agreement of the Parties.

6.10 **Legal Construction.** 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.

6.11 **Recitals.** The recitals to this Agreement are incorporated herein.

6.12 **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.13 **Survival of Covenants.** 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 of this Agreement shall survive termination.

6.14 **Employment of Undocumented Workers.** During the term of this Agreement the Property Owner agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Property Owner shall repay the amount of the Grant and any other funds received by the Property Owner from the Town as of the date of such violation within one hundred twenty (120) days after the date the Property Owner is notified by the Town of such violation, plus interest at the rate of four (4%) compounded annually from the date of violation until paid.

[Signature Page to Follow]

EXECUTED on this 15th day of March, 2022.

TOWN OF LITTLE ELM, TEXAS

By: _____
Matt Mueller, Town Manager

EXECUTED on this _____ day of _____, 20____.

PROPERTY OWNER



Town Council Meeting

Date: 03/15/2022
Agenda Item #: 6. E.
Department: Finance
Strategic Goal: Provide a safe and welcoming environment for Little Elm residents and visitors
Staff Contact: Jason Shroyer, Director of Public Works

AGENDA ITEM:

Consider Action to Approve the **Award of Bid 2022-05 for Harvey Circle Sanitary Sewer Relocation to Maya Underground Contractors in the amount of \$76,962, and Authorize the Town Manager to Execute the Contract.**

DESCRIPTION:

On February 15, 2022, the Town received bids for the Harvey Circle Sanitary Sewer Relocation project. Bids were advertised in the local paper and posted on the Town's eProcurement system. Three (3) vendors responded. The lowest responsible bidder is Maya Underground Contractors of Weston, Texas.

BUDGET IMPACT:

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

Expenditures will not exceed funds appropriated. Funds will be committed at the issuance of a purchase order.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Tabulation
Contract

Town of Little Elm
2022-05 Harvey Circle Sanitary Sewer Relocation

				Maya Underground Contractors LLC Weston, TX		Canary Construction, Inc. Lewisville, TX		Pennington Utility Construction, LLC. Eules, TX	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	General Site Preparation	2	STA	\$6,910.00	\$13,820.00	\$12,000.00	\$24,000.00	\$27,500.00	\$55,000.00
2	Temporary Erosion, Sedimentation And Water Pollution Prevention (SWPPP)	1	LS	\$3,717.00	\$3,717.00	\$2,500.00	\$2,500.00	\$14,200.00	\$14,200.00
3	Project Signs	1	EA	\$1,200.00	\$1,200.00	\$950.00	\$950.00	\$3,200.00	\$3,200.00
4	8in Sanitary Sewer Pipe Installation	208	LF	\$76.00	\$15,808.00	\$200.00	\$41,600.00	\$167.00	\$34,736.00
5	4ft Manhole (All Depths)	3	EA	\$7,483.00	\$22,449.00	\$20,000.00	\$60,000.00	\$13,800.00	\$41,400.00
6	Trench Safety	208	LF	\$10.50	\$2,184.00	\$5.00	\$1,040.00	\$4.20	\$873.60
7	Connect to Existing Sanitary Sewer Main	2	EA	\$3,723.00	\$7,446.00	\$2,500.00	\$5,000.00	\$6,700.00	\$13,400.00
8	Abandon Existing Sanitary Sewer Main	119	LF	\$19.00	\$2,261.00	\$45.00	\$5,355.00	\$102.50	\$12,197.50
9	4in Topsoil and Sod	130	SY	\$38.50	\$5,005.00	\$15.00	\$1,950.00	\$104.00	\$13,520.00
10	Full Depth Asphalt Pavement Replacement	12	SY	\$256.00	\$3,072.00	\$250.00	\$3,000.00	\$400.00	\$4,800.00
Grand Total:					\$76,962.00		\$145,395.00		\$193,327.10

STANDARD FORM OF AGREEMENT

This Agreement is by and between the Town of Little Elm (Owner) and Maya Underground Contractors, LLC (Contractor). Owner and Contractor, in mutual consideration agree as follows:

ARTICLE 1 - THE WORK

1.1 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified in Bid 2022-05 – Harvey Circle Sanitary Relocation. The Project is generally described as follows:
 - 1. HARVEY CIRCLE SANITARY SEWER RELOCATION which includes Approximately 208 LF of 8" Sanitary Sewer Pipe Installation; 12 SY Full Depth Asphalt Pavement Replacement; Abandon 119 LF Existing Sanitary Sewer Main.
 - 2. The Site of the Work includes property, easements, and designated work areas described in detail in the Contract Documents but generally located at the end of Harvey Circle, located perpendicular to Lakeshore Drive in Little Elm, TX.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

2.2 Contract Documents Defined

- A. The Contract Documents consist of the following documents:
 - 1. This Contract.
 - 2. Performance bond.

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3. Payment bond.
4. Maintenance bond.
5. Specifications listed in the Table of Contents.
6. Drawings as listed on the Drawing Sheet Index.
7. Addenda.
8. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Work Change Directives (EJCDC C-940).
 - b. Change Orders (EJCDC C-941).
 - c. Field Orders.

ARTICLE 3 - ENGINEER

3.1 Engineer

- A. The Engineer for this Project is:

Pacheco Koch Consulting Engineers, LLC.

ARTICLE 4 - CONTRACT TIMES

4.1 Contract Times

- A. The Work will be substantially completed within **30** days after the Effective Date of the Contract and completed and ready for final payment within **45** days after the Effective Date of the Contract.

4.2 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$1,000 for each day that expires after the Contract Time for substantial completion.

4.3 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.

- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.4 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.
- B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.1 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents, the lump sum amount of \$76,962 for all Work.
- B. Owner shall pay Contractor in accordance with the Contract Documents at the unit prices displayed in Exhibit A for each unit of Work completed.

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

ARTICLE 6 - BONDS AND INSURANCE

6.1 Bonds

- A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but in any case, not less than one year after the date when final payment becomes due.

6.2 Insurance

- A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the State of Texas in which the Project is located with a minimum AM Best

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rating of A-VII or better. **Contractor shall provide insurance in accordance with the Town's Standard Insurance Requirements.**

- B. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- C. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.1 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

7.2 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.3 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.4 Subcontractors and Suppliers

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

7.5 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.6 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.7 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.8 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.9 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or

omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).

- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of shop drawings and samples.
- E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by

Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.1 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.1 Engineer's Status

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise

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owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.1 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.2 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 3. Changes in the Contract Price or Contract Times or other changes, which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.1 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such

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condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. After receipt of written notice, Engineer will promptly:
1. Review the subsurface or physical condition in question;
 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 3. Determine whether the condition falls within the differing site condition as stated herein;
 4. Obtain any pertinent cost or schedule information from Contractor;
 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.1 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event-giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.1 Tests and Inspections

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.2 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.1 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Owner and Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.2 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Owner and Engineer, by the tenth (10th) of each month for the prior month (1st – 31st), to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.3 Retainage

- A. The Owner shall retain five percent (5%) of each progress payment until the Work is substantially complete.

14.4 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.

- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.5 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.6 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Engineer will inspect the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion, which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.7 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.8 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and

5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

14.9 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.1 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.2 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.3 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid because of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.4 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.1 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
 - 1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.

5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.1 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.2 Limitation of Damages

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.3 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.4 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.5 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.6 Controlling Law

- A. This Contract is governed by the laws of the state of Texas.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: Matthew Mueller

By: _____

Title: Town Manager

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Address for giving notices:

Address for giving notices:

Town of Little Elm

100 West Eldorado Pkwy

Little Elm, TX 75068

contracts@littleelm.org

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Exhibit A

2022-05 Harvey Circle Sanitary Sewer Relocation

				Maya Underground Contractors LLC Weston, TX	
Line #	Description	QTY	UOM	Unit	Extended
1	General Site Preparation	2	STA	\$6,910.00	\$13,820.00
2	Temporary Erosion, Sedimentation And Water Pollution Prevention (SWPPP)	1	LS	\$3,717.00	\$3,717.00
3	Project Signs	1	EA	\$1,200.00	\$1,200.00
4	8in Sanitary Sewer Pipe Installation	208	LF	\$76.00	\$15,808.00
5	4ft Manhole (All Depths)	3	EA	\$7,483.00	\$22,449.00
6	Trench Safety	208	LF	\$10.50	\$2,184.00
7	Connect to Existing Sanitary Sewer Main	2	EA	\$3,723.00	\$7,446.00
8	Abandon Existing Sanitary Sewer Main	119	LF	\$19.00	\$2,261.00
9	4in Topsoil and Sod	130	SY	\$38.50	\$5,005.00
10	Full Depth Asphalt Pavement Replacement	12	SY	\$256.00	\$3,072.00
				Grand Total:	\$76,962.00



Date: 03/15/2022
Agenda Item #: 6. F.
Department: Administrative Services
Strategic Goal: Provide a safe and welcoming environment for Little Elm residents and visitors
Staff Contact: Rodney Harrison, Police Chief

AGENDA ITEM:

Consider Action to Accept the **Little Elm Police Department's 2021 Racial Profiling Report.**

DESCRIPTION:

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

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

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

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

The conclusion of the report is that there were no allegations of Racial Profiling in 2021 for the Little Elm Police Department and that the department is in compliance with Texas Code of Criminal Procedure Article 2.132.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

2021 Racial Profiling Report



Little Elm Police Department Racial Profiling Report

2021

February 10, 2022

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Texas Code of Criminal Procedure

Article 2.131-2.132

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

Art. 2.131. RACIAL PROFILING PROHIBITED.

A peace officer may not engage in racial profiling.

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

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING.

(a) In this article:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Amended by:

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

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

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

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

Texas Code of Criminal Procedure

Article 2.133-2.136

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

Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE STOPS.

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

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

Amended by:

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

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

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED.

(a) In this article:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Amended by:

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

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

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

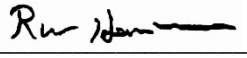
Art. 2.136. LIABILITY. A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

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

Little Elm Police Department

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

- Policy effective June 9, 2020
- Reviewed July 28, 2021
- States purpose
- Establishes policy
- Prohibits discriminatory practices
- Establishes complaint process
- Establishes disciplinary and corrective actions
- Establishes public education
- Provides for training
- Establishes guidelines for data collection
- Use of video/audio equipment and review

LITTLE ELM POLICE DEPARTMENT GENERAL ORDERS	
SUBJECT: RACIAL PROFILING	NUMBER: 2900
EFFECTIVE DATE: 01/12/2021	REVIEW DATE: 07/28/2021
AMENDS/SUPERSEDES: Lexipol 328	APPROVED:  Chief of Police
BEST PRACTICE STANDARDS: 2.01.1	

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

INDEX WORDS:

Audio and Video Recording
Collection of Information
Complaint
Ethnicity
Race

Racial Profiling
Reporting
Review
Training

I. PURPOSE

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

II. POLICY

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

III. **DEFINITIONS**

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

IV. **PROHIBITION**

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

V. **COMPLAINT PROCESS**

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

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

VI. DISCIPLINARY AND CORRECTIVE ACTIONS

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

VII. PUBLIC EDUCATION

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

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

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

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

IX. AUDIO AND VIDEO EQUIPMENT

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

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

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

XI. REVIEW OF VIDEO AND AUDIO DOCUMENTATION

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

XII. TRAINING

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

XIII. EFFECTIVE DATE

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

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

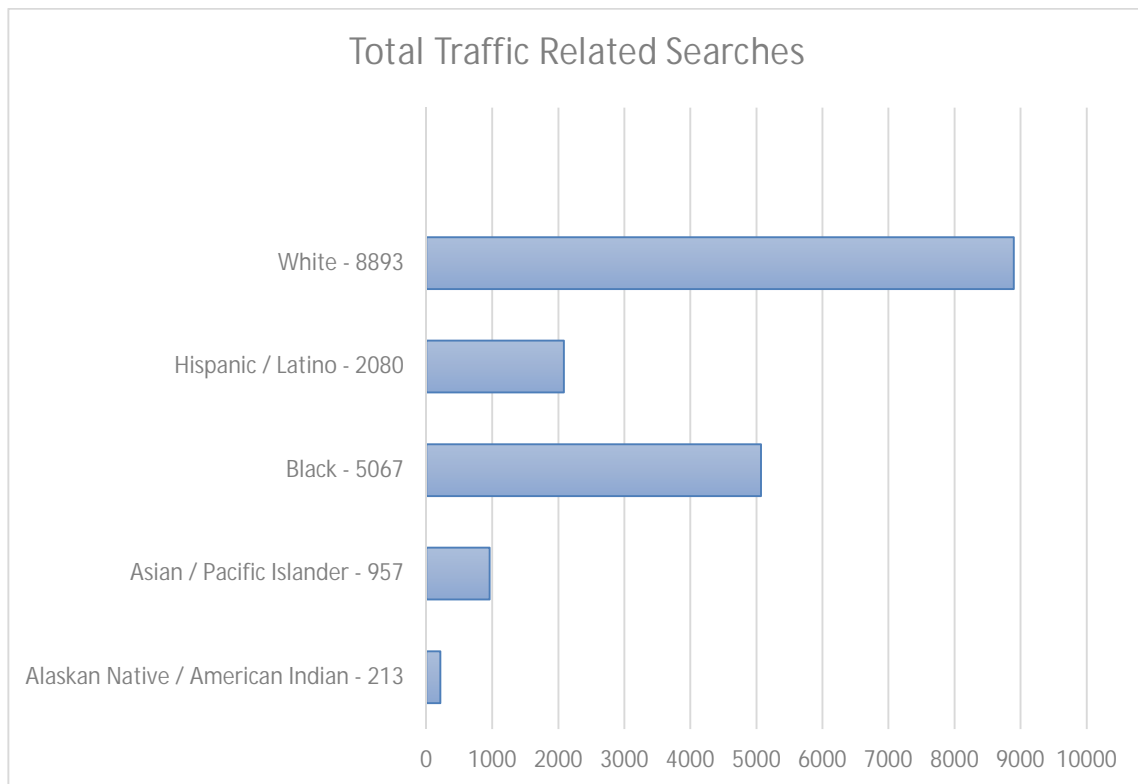
2021 Data Compilation

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

Total County by Number / Percentage

Race	Traffic Related Contact Resulting in Search, Arrest or Citation/Warning	Traffic Related Contact Resulting in Search, Arrest or Citation/Warning Percentage
Alaskan Native / American Indian	213	1%
Asian / Pacific Islander	957	6%
Black	5067	29%
Hispanic / Latino	2080	12%
White	8893	52%
Total	17210	100%

Graphical Analysis

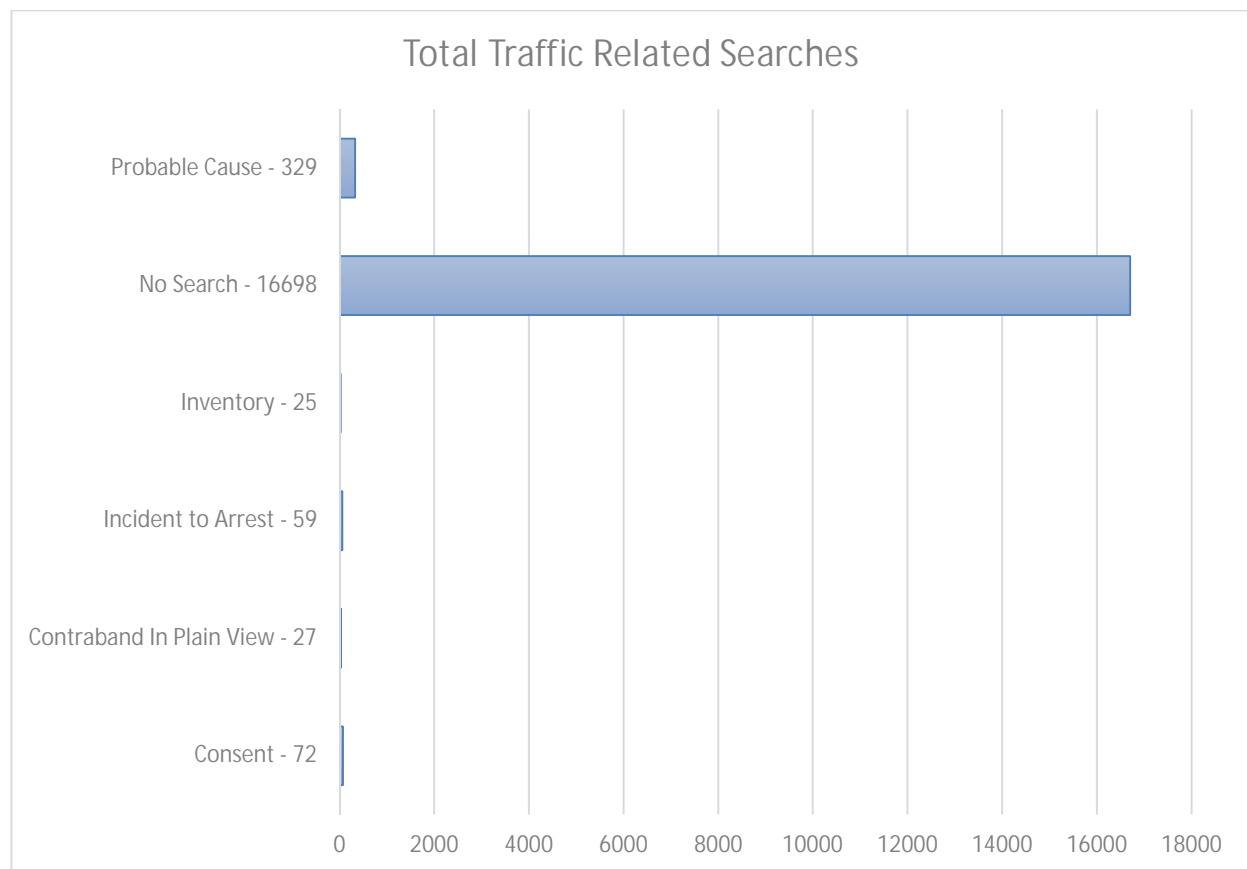


Total Traffic Related Searches

Total by Raw Number / Percentage

Searches	Total Searches	Percentage
Consent	72	0.42%
Contraband In Plain View	27	0.16%
Incident to Arrest	59	0.34%
Inventory	25	0.15%
No Search	16698	97.03%
Probable Cause	329	1.90 %
Total	17210	100%

Graphical Analysis

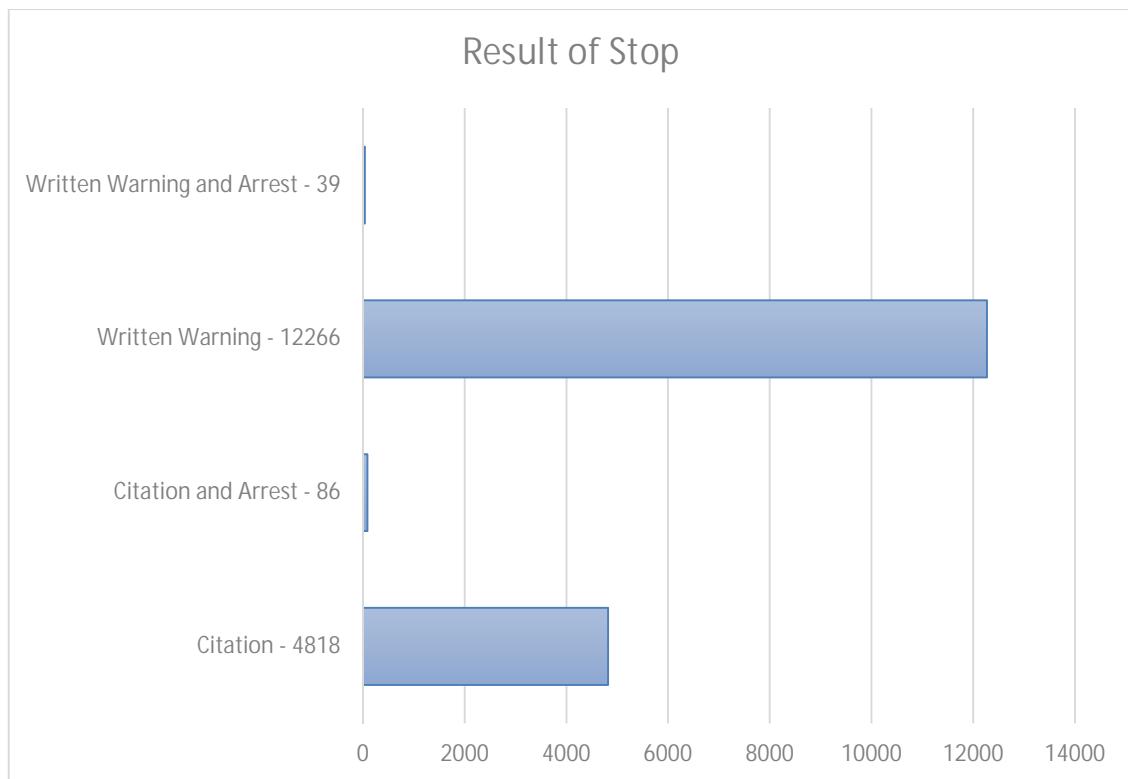


Result of Stop

Total by Raw Number / Percentage

Result of Stop	Total Result	Percentage
Citation	4818	28%
Citation and Arrest	86	0.50%
Written Warning	12266	71.27%
Written Warning and Arrest	39	0.23%
Total	17210	100%

Graphical Analysis





TCOLE Submission

Little Elm Police Department 2021 Racial Profiling Report

Gender

Female	6711
Male	10499
Total	17210

Race and ethnicity

Alaskan Native / American Indian	213
Asian / Pacific Islander	957
Black	5067
Hispanic / Latino	2080
White	8893
Total	17210

Was race or ethnicity known prior to the stop?

No	16467
Yes	743
Total	17210

Reason for Stop?

Moving Traffic Violation	10853
Pre Existing Knowledge	537
Vehicle Traffic Violation	3823
Violation of Law / Unknown	1997
Total	17210

Street Address or approximate location of the stop

City Street	13277
County Road	107
Private Property or Other/Unknown	279
State Highway	294
US Highway	3253
Total	17210

Was a search conducted?

No	16698
Yes	512
Total	17210

Reason for Search		
Consent		72
Contraband in Plain View		27
Incident to Arrest		59
Inventory		25
No Search		16698
Probable Cause		329
Total		17210
Was Contraband Discovered?		
No		136
Yes		376
Total		512
Description of Contraband		
Alcohol		67
Currency		3
Drugs		305
Other		38
Weapons		5
Total		418
Result of Stop		
Citation		4819
Citation and Arrest		86
Written Warning		12266
Written Warning and Arrest		39
Total		17210
Arrest base on		
Outstanding Warrant		31
Violation of City Ordinance		4
Violation of Penal Code		73
Violation of Traffic Law		17
Total		125
Was physical force resulting in bodily injury used during stop?		
No		17207
Yes		3
Total		17210
Was arrest due to contraband found?		
No		101
Yes		24
Total		125

TCOLE 2021 Racial Profile Agency Report Exemption

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

Article 2.132 CCP Law Enforcement Policy on Racial Profiling

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

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

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Date: 03/15/2022
Agenda Item #: 7. A.
Department: Development Services
Strategic Goal: Provide a safe and welcoming environment for Little Elm residents and visitors
Staff Contact: Fred Gibbs, Director of Development Services

AGENDA ITEM:

Hold a Public Hearing on **Little Elm Leased Housing Associates II, L.P.'s Proposal to Acquire, Develop, and Construct a Multifamily Housing Development for Tenants on Low and Moderate-Income that will be located at 902 W. Eldorado Pkwy, Little Elm, TX 75068, and within Denton County, Texas, and its Proposed Application for Financing of such Development, including the use of Low Income Housing Tax Credits from the Texas Department of Housing and Community Affairs.**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

DESCRIPTION:

On February 7, 2022, the Texas Housing Foundation received a bond reservation certificate from the Texas Bond Review Board in the amount of \$25,000,000 to be used for the Lakeside Manor Senior Apartments purchase and future improvements. The reason for the public hearing on this item is according to the Texas Local Government Code, Section 392.017 (d) requires that the governing body of a municipality adopt a resolution declaring a need for a regional housing authority to exercise its powers in another jurisdiction, and authorizing a cooperation agreement under Section 392.059 which are the next two items for consideration later in the agenda.

The applicant THF proposes to apply for financing which includes low-income housing tax credits from the Texas Department of Housing and Community Affairs for the purchase and improvements of Lakeside Manor Senior Apartments. Currently, Lakeside Manor Senior Apartments are subsidized per DCAD records. The property initially utilized the tax credit program to infuse private capital to ensure the feasibility of the affordability goal. The property will once again utilize tax credits to inject the needed capital for the rehab. The tax credits are utilized to attract private capital and its focus is on the owner/capital stack sides of things. There are no direct government subsidies with the planned financing approach to the acquisition/rehab. Attached is information on Texas Housing Foundation and its mission and vision. Also attached is the proposed improvements

they are planning on making at the Senior Apartments as part of the bond certification.

According to the applicant, the current residents will not be displaced at any point in time and can remain residents after the purchase and remodel. Throughout the rehab process, there is typically some shuffling around (i.e., converting vacant units into hotel/hospitality units) to accommodate the work that needs to be done but it is a coordinated effort to minimize as much inconvenience to the residents as possible.

BUDGET IMPACT:

There is no budget impact associated with this item.

RECOMMENDED ACTION:

It seems this program creates a better a living environment for the residents of Lakeside Manor. With the improvements that are being proposed, it will create some needed value to the property. After consultation with the applicant, our attorney and speaking with some other cities they have done similar business with, staff recommends approval.

Attachments

Texas Review Bond Certificate

THF Summary

Rehab Summary



TEXAS BOND REVIEW BOARD

Governor Greg Abbott, Chairman
Lieutenant Governor Dan Patrick
Speaker Dade Phelan
Comptroller Glenn Hegar

Robert B. Latsha II
Executive Director

CERTIFICATE OF RESERVATION Docket Number 4861

Pursuant to the terms of Chapter 1372 of the Texas Government Code, as amended (the "Act"), and the Internal Revenue Code of 1986, as amended (the "Code"), the undersigned hereby issues this Certificate of Reservation for the purpose of reserving a portion of the State ceiling for private activity bonds (as defined in the Code) for calendar year 2022.

The undersigned certifies that on February 7, 2022 (the "Reservation Date") an *Application for Reservation* was accepted as a qualified application by the Texas Bond Review Board for filing.

The amount of \$25,000,000 is hereby reserved for THF Public Facility Corporation (the "Issuer") to be used for Qualified Residential Rental Project (Lakeside Manor Senior Apartments) the purpose of which is described in the *Application for Reservation*.

The undersigned certifies that the State ceiling of \$3,248,073,510, imposed by the Code, has not been exceeded for calendar year 2022.

This Certificate of Reservation shall be null and void if the Issuer is not in compliance with the procedures and deadlines outlined in the Act and the Code.

This Certificate of Reservation is not to be construed as: (i) a representation or warranty by the Texas Bond Review Board or its Executive Director that the above-mentioned bonds will be paid or that any obligations assumed by any of the parties under the instruments delivered in connection with the bonds will in fact be performed; (ii) a pledge of the faith or credit of the State of Texas or any agency, instrumentality or political subdivision of the State of Texas; or (iii) a representation or warranty concerning the validity of the corporate existence of the Issuer or the validity of the bonds.

To the best of my knowledge and belief, I hereby certify under penalty of perjury that this reservation and endorsement was not made in consideration of a bribe, gift, gratuity, or direct or indirect contribution to any political campaign.

A handwritten signature in blue ink, appearing to read "R. Latsha II", written over a horizontal line.

Robert B. Latsha II
Executive Director

Dated this 7th day of February, 2022



Mission	Our mission is to build hope and change futures through quality housing and services by partnering with communities, governments, and non-profits.
Creation	The Texas Housing Foundation was created to provide a tool to create, develop, acquire, administer, manage, and provide services to affordable housing projects through related business entities and for the residents and communities in which they are located. Through 2021, over 5,600 units of affordable workforce and senior housing across the state of Texas have been developed/acquired.
Vision	Our vision is to enhance the lives of individuals in every Texas county by establishing housing, services, and employment opportunities.
Values	Respect, Integrity, Serve Others, Exceed Expectations
Brand	<i>Raising the Standard of Living</i>
Leadership	THF is governed by a 6-member Board of Directors appointed by the County Commissioners of each participating county; as well as an appointed Resident Commissioner. Currently Bastrop, Blanco, Burnet, Llano and Williamson Counties participate within the organizational structure of the Texas Housing Foundation.
Goals	<p><i>CREATE OPPORTUNITIES</i> Single-family and multifamily residences that meet the needs of lower income residents for decent and affordable housing.</p> <p><i>CREATE VALUE</i> Residential properties that are assets to our residents and our neighborhoods.</p> <p><i>CREATE QUALITY</i> Residents are customers who have choices. Their satisfaction is our business.</p>
Community Resource Centers of Texas	The Texas Housing Foundation, through a wholly owned subsidiary, currently operates and fully underwrites a one-stop social service outreach serving Blanco, Burnet, Llano and Williamson Counties with participating non-profit and state agencies all housed under one roof.



**Achievements,
Properties**

1995	Developed 24 3BR duplex units in Marble Falls with a commercial bank loan, HOME, and AHP financing.
1997 – 2001	Built 24 3BR homes in an infill subdivision in Marble Falls with a HOME interim construction fund and private mortgages.
1998	Developed 54 townhouses with local bank tax-exempt financing
2000	Co-developed 76-unit seniors' apartments in Kingsland with LIHTC.
2001	Co-developed 48-unit seniors project in Fredericksburg with LIHTC.
2003	Co-developed 76-unit seniors project in Marble Falls with LIHTC.
2004	Co-developed 124-unit family project in Marble Falls with PAB+LIHTC Co-developed 76-unit family project in Kingsland with LIHTC
2005	Co-developed 44-unit seniors project in Fredericksburg with LIHTC
2008	Co-developed 28-unit family project in Johnson City with HOME
2010	Co-developed 76-unit family project in Liberty Hill with LIHTC Co-developed 64-unit family project in Llano with LIHTC/HOME Co-developed 112-unit family project in Waco with LIHTC/HOME Acquired 64-unit family project in San Marcos developed with LIHTC
2011	Co-developed 80-unit family project in Marble Falls with LIHTC/HOME Co-developed 64-unit family project in Canadian with LIHTC/HOME
2012	Co-developed 20-unit Phase II family project in Johnson City w/HOME Co-developed 16-unit Phase III family project in Johnson City w/HOME
2013	Co-developed 48-unit family project in Blanco with 538/HOME Co-developed 180-unit family project in Georgetown with PAB/LIHTC
2014	Co-developed 264-unit family project in Midland with PAB/LIHTC
2016	Co-developed 72-unit family project in Brady with LIHTC
2017	Acquired 60-unit family project in Brady with LIHTC Acquired 372-unit portfolio in Lubbock with LIHTC Acquired 352-unit Catholic Charities portfolio with PAB/LIHTC
2018	Acquired 302-unit family units in Austin with PAB/LIHTC Acquired 556-unit USDA portfolio across Texas with PAB/LIHTC
2019	Co-developed 80-unit family project in Lamesa with LIHTC Co-developed 204-unit family project in Midland with PAB/LIHTC Co-developed 50-unit family project in Rockport with GLO



2020	Co-developing 300-unit family project in Midland with PAB/LITHC Acquiring 420-unit family projects in San Antonio with PAB/LIHTC Acquired 152-unit family project in Leander with PAB/LIHTC
2021	Co-developing 60-unit senior/family project in Marble Falls Acquiring 50-unit senior property in Marble Falls Acquiring 240-unit family development in Houston
2022	Co-developing 132-unit family development in Snyder Co-developing 228-unit family development in Bastrop Acquiring 48-unit senior development in Llano

Lakeside Manor Rehab

Budget: \$40,000 per unit or \$7,040,000

Scope

- Exterior
 - o Clubhouse re-design
 - Expanded fitness center
 - New supportive services area
 - New food pantry
 - New furniture, artwork, and fixtures
 - New outdoor pergola and games area
 - o New landscaping and irrigation repair
 - o New signage
 - o Paint all buildings
 - o New LED lighting package
 - o Parking lot patch, seal coat and stripe
 - o Replace trash enclosures
 - o Power wash all buildings, stairs, breezeways, mail kiosks, dumpster enclosures and pool deck
 - o Gutter repairs and downspouts
 - o Replace damaged or missing siding, shutters, fascia, soffits
 - o Roof repairs
 - o Repair/replace mail kiosk as needed
 - o Repair brick retaining wall
 - o Accessibility repairs as needed to bring property to compliance
- Units
 - o New appliances
 - o New cabinets
 - o New granite countertops
 - o New LVP flooring
 - o Install fire sprinkler system in exterior patio closets
 - o Energy saving repairs/improvements
 - Full HVAC replacement
 - Water heater replacement as needed
 - Install water monitoring system for each unit (leak detection system)
 - Replace toilet "guts"
 - Install low flow faucets and shower heads



Date: 03/15/2022
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:

Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1662 Regarding a Request to Rezone Approximately 9.8 Acres of Land, Currently Zoned as Agriculture (AG), in Order to Establish a New Planned Development District Based on Single-Family 4 (SF-4) District Requirements with Modified Development Standards, to Allow a New Single-Family Residential Subdivision.**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

Take Action on Ordinance No. 1662:

DESCRIPTION:

Location. Generally located south of Fishtrap Road and west of FM 2931 (Main Street) at the western end of Cherokee Oaks Road, within Little Elm's town limits.

Background. The subject property is located north of Highway 380, directly adjacent to the Town of Providence Village. The original property actually consists of 10.317, but the rezoning request only encompasses 9.8 acres, developed with a single-family residential structure, currently zoned as Agricultural (AG) district. The 9.8 acres are situated approximately 800 feet west of FM 2931, with the remainder of the acreage consisting of an existing gravel driveway access from FM 2931, which is not part of this rezoning request. The subject property is surrounded by single family development to the east and south, known as Hillstone Pointe, consisting of 40- and 50-foot lots, and two existing single family lots to the west, currently zoned as AG.

The applicant, RPM Construction, is proposing to create a mixed use community called Providence Commons consisting of a total of five phases, of single-family homes, townhomes, and commercial/retail uses. The majority of the proposed community would be located within the Town of Providence Village, with just Phase 5, 9.8 acres, located within the Town of Little Elm limits. The applicant is proposing to develop Phase 5 as a 45-lot single-family residential

development. The proposed development standards do not perfectly fit into any of the Town's existing zoning districts, therefore, the applicant is requesting a Planned Development (PD) district, based on the existing Single-Family 4 (SF4) zoning district with modified development standards in order to allow for this type of residential development product.

Proposal. The proposed project consists of 45 owner-occupied single family residential dwelling units with an amenitized open space on the north portion and a landscaped open space on the southeast corner.

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 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:

- Maximum Height 35 feet
- Minimum Front Yard Setback 20 feet, instead of 25 feet
- Minimum Side Yard Setback 5 feet, instead of 6 feet
- Minimum Side Yard Setback on Corner lots 10 feet, instead of 28 feet
- Minimum Rear Yard Setback 20 feet
- Minimum Lot Width 50 feet, instead of 60 feet
- Minimum Lot Depth 110 feet
- Minimum Lot Area 5,500 square feet, instead of 6,000 square feet
- Minimum number of garage spaces 2
- Minimum Lot Coverage 51%
- Minimum Living floor area 2,000 square feet, instead of 1,200 square feet

Design Standards. The minimum design elements listed in Section 106.06.03 Architectural Standards for Residential Structures will be met, inclusive of design and materials. Garage doors shall be of carriage style and consist of stained cedar, redwood, spruce, fir, or other hardwood design as referenced in the provided elevations.

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. Residential lots adjacent to open space or park land shall have wrought iron fencing with a living screen on the open space side. All residential fences shall be board construction to conform to Section 106.06.32 (Residential Fences) of the Zoning Ordinance. Interior portions of fences (side and rear yards) shall be board on board construction, with six-foot board-on-board 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 5-foot sidewalks throughout the development, on both sides of the street.

Open Space. The minimum required designated open space area shall be ten percent (10%)

of the gross land area, totaling 3.68 acres. Open space is required to be landscaped, with at least 5 large trees per acre, irrigated, and amenitized on at least three sides.

Comprehensive Plan. The future land use of this area is identified as low density residential. The proposed single-family residential development aligns with the Town's vision for future land use of 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 address the Commission's concerns regarding quality of the proposed development and future connectivity to the adjacent property. Since their original proposal, the applicant has revised the plans to address the Commission's concerns as follow:

- The Commission had concerns about having only one point of access into the subdivision, therefore a ROW stubout has been created in the southeastern portion of the property with the intent to connect to FM 2931 (Main Street) in the future, when the adjacent properties to the east are ready to develop.
- The Commission had concerns regarding the typical eight-foot masonry wall being too high on top of a six-foot retaining wall, therefore the wall is now being proposed as six-foot board on board.
- The Commission had concerns regarding the proposed architectural standards not matching the Town's typical requirements, therefore the architectural standards have been revised to match Section 106.06.03 Architectural Standards for Residential Structures, inclusive of design, materials, and garage door design, as represented on the sample photos.

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 February 17, 2022, the Planning and Zoning Commission made a recommendation to approve the request with a condition that the applicant revise the landscape plans to correct the proposed fence types, with five in favor and zero against.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDED ACTION:

The landscape plan was revised to address the Commission's condition of approval, therefore the recommendation is for approval of the request as presented.

Attachments

Ordinance No. 1662

**TOWN OF LITTLE ELM
ORDINANCE NO. 1662**

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING THE ZONING FROM AGRICULTURE (AG) TO A PLANNED DEVELOPMENT – SINGLE FAMILY 4 (PD-SF4) DISTRICT IN ORDER TO ALLOW A NEW SINGLE-FAMILY DEVELOPMENT WITH MODIFIED DEVELOPMENT STANDARDS ON 9.8 ACRES OF LAND GENERALLY LOCATED SOUTH OF FISHTRAP ROAD AND WEST OF FM 2931 (MAIN STREET), AT THE WESTERN END OF CHEROKEE OAKS ROAD; 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 9.8 acres of land currently zoned Agriculture (AG), 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 February 17, 2022 the Planning & Zoning Commission considered and made recommendations on a request for Planned

Development-Single Family 4 (PD-SF4) (Case No. PD-21-05005); 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 south of Fishtrap Road and west of FM 2931 (Main Street) at the western end of Cherokee Oaks Road, within Little Elm Town limits, approximately 9.8 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 15th day of March, 2022.

Town of Little Elm, Texas

Curtis Cornelious, Mayor

ATTEST:

Caitlan Biggs, Town Secretary

Exhibit A
Metes and Bounds

**ST. LOUIS**

Power House at Union Station
401 S. 18th Street, Suite 200
St. Louis, MO 63103
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EXHIBIT A

LEGAL DESCRIPTION

THENCE NORTH 87 DEGREES 55 MINUTES 23 SECONDS WEST, DEPARTING SAID WEST RIGHT-OF-WAY LINE OF F.M. 2931 AND CONTINUING ALONG THE NORTH LINE OF SAID STRADER TRACT, A DISTANCE OF 739.87 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID STRADER TRACT;

THENCE SOUTH 00 DEGREES 52 MINUTES 49 SECONDS WEST, DEPARTING SAID NORTH LINE OF STRADER TRACT AND CONTINUING ALONG THE WEST LINE OF SAID STRADER TRACT, A DISTANCE OF 294.08 FEET TO A 5/8 INCH IRON ROD SET FOR THE SOUTHEAST CORNER OF SAID STRADER TRACT, IN THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN DEED TO LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD AS RECORDED IN COUNTY CLERK'S FILE NUMBER 22018-12623, O.R.D.C.T., FOR THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 87 DEGREES 54 MINUTES 37 SECONDS WEST, DEPARTING SAID WEST LINE OF STRADER TRACT AND CONTINUING ALONG THE COMMON LINE OF SAID LENNAR HOMES TRACT AND TRACT OF LAND DESCRIBED IN DEED TO R&M MATERIALS AS RECORDED IN COUNTY CLERK'S FILE NUMBER 2016-16715, O.R.D.C.T., A DISTANCE OF 689.49 FEET TO A 5/8 INCH IRON ROD SET FOR THE SOUTHEAST CORNER OF LAND DESCRIBED IN DEED TO DIVINEY JOHNA AS RECORDED IN COUNTY CLERK'S FILE NUMBER 2007-54985, O.R.D.C.T., FOR THE SOUTH WEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 00 DEGREES 30 MINUTES 06 SECONDS EAST, ALONG THE COMMON LINE OF SAID DIVINEY TRACT AND SAID LENNAR HOMES TRACT, A DISTANCE OF 438.60 FEET TO A 5/8 INCH IRON ROD SET FOR CORNER;

THENCE NORTH 88 DEGREES 47 MINUTES 38 SECONDS WEST, DEPARTING THE WEST LINE OF SAID DIVINEY TRACT AND CONTINUING ALONG THE NORTH LINE OF SAID LENNAR HOMES TRACT, A DISTANCE OF 393.75 FEET TO AN IRON PIPE FOUND FOR CORNER;

THENCE NORTH 88 DEGREES 21 MINUTES 17 SECONDS WEST, CONTINUING ALONG THE NORTH LINE OF SAID LENNAR TRACT, A DISTANCE OF 303.57 FEET TO A POINT FOR CORNER;

THENCE NORTH 88 DEGREES 15 MINUTES 22 SECONDS WEST, CONTINUING ALONG THE NORTH LINE OF SAID LENNAR TRACT, A DISTANCE OF 346.77 FEET TO A NAIL FOUND FOR THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT, AND THE SOUTHEASTERLY CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO BARTEL, STEVE AND NANCY AS RECORDED IN COUNTY CLERK'S FILE NUMBER 95-12685. O.R.D.C.T.

THENCE NORTH 01 DEGREE 09 MINUTES 13 SECONDS EAST, DEPARTING SAID NORTH LINE OF LENNAR TRACT AND CONTINUING WITH THE COMMON LINE OF SAID BARTEL TRACT AND A TRACT OF LAND DESCRIBED IN DEED TO R&M MATERIALS, LLC AS RECORDED IN COUNTY CLERK'S FILE NUMBER 137069, O.R.D.C.T., A DISTANCE OF 370.71 FEET TO A 5/8 INCH IRON ROD SET FOR THE SOUTHWEST CORNER OF LAND DESCRIBED IN DEED TO FISHTRAP STORAGE, LLC AS RECORDED IN COUNTY CLERK'S FILE NUMBER 2016-39124, O.R.D.C.T., FOR CORNER OF THE HEREIN DESCRIBED TRACT;

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THENCE SOUTH 87 DEGREES 51 MINUTES 41 SECONDS EAST, WITH THE COMMON LINE OF SAID R&M MATERIALS, LLC TRACT (137069) AND SAID FISHTRAP STORAGE TRACT, A DISTANCE OF 346.45 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID FISHTRAP STORAGE TRACT AND FOR CORNER OF THE HEREIN DESCRIBED TRACT.

THENCE NORTH 01 DEGREES 16 MINUTES 14 SECONDS EAST, CONTINUING ALONG THE EAST LINE OF SAID FISHTRAP STORAGE TRACT, A DISTANCE OF 365.68 FEET TO A CAPPED IRON ROD FOUND FOR CORNER;

THENCE CONTINUING WITH THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN DEED TO R&M MATERIALS, LLC (2018-8520) AND (2015-140494) THE FOLLOWING COURSES AND DISTANCES;

SOUTH 87 DEGREES 48 MINUTES 20 SECONDS EAST, A DISTANCE OF 353.29 FEET TO A 5/8 INCH IRON ROD SET FOR CORNER;

SOUTH 02 DEGREES 09 MINUTES 20 SECONDS WEST, A DISTANCE OF 26.87 FEET TO A 5/8 INCH IRON ROD SET FOR CORNER;

SOUTH 87 DEGREES 43 MINUTES 15 SECONDS EAST, A DISTANCE OF 59.89 FEET TO A 5/8 INCH IRON ROD SET FOR CORNER;

NORTH 02 DEGREES 13 MINUTES 01 SECONDS EAST, A DISTANCE OF 26.83 FEET TO A 5/8 INCH IRON ROD SET FOR CORNER;

SOUTH 87 DEGREES 38 MINUTES 47 SECONDS EAST, A DISTANCE OF 285.03 FEET TO A 5/8 INCH IRON ROD SET FOR CORNER

NORTH 01 DEGREES 11 MINUTES 39 SECONDS EAST, A DISTANCE OF 447.30 FEET TO A 5/8 INCH IRON ROD SET FOR CORNER;

THENCE ALONG SAID NORTH LINE OF R&M MATERIALS (2010-103658) TRACT, SOUTH 88 DEGREES 16 MINUTES 12 SECONDS EAST, A DISTANCE OF 1355.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 57.48 ACRES (2,504,036 SQ. FT.) OF LAND MORE OR LESS.

Exhibit B
PD Standards

**ST. LOUIS**

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Submittal Documents in Support of

Providence Commons

**A Planned Development District
in the
Town of Little Elm,
Denton County, Texas**

Owner:

**R&M Materials, LLC
5208 Tennyson Parkway, Suite 130
Plano, Texas 75024**

January 25, 2022

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PROVIDENCE COMMONS
PLANNED DEVELOPMENT DISTRICT
STATEMENT OF INTENT AND PURPOSE

This zoning submittal encompasses approximately 9.8 acres of land within the Town of Little Elm ("Town") more fully described on the legal description attached as Exhibit A (the "Property"). The proposed use for the property is to provide single-family residential homes. This planned development ("PD") will provide zoning regulations necessary to develop the site and the final layout must generally conform to Exhibit B.

It is the intent of this PD to alter the base zoning for the tract from Agriculture (AG) to Single Family (SF-4) and exist as part of a larger, connected and unified community outside the Town's limits. Any conflict between this PD and the Zoning Ordinance shall be resolved in favor of those regulations set forth in this PD, or as may be ascertained through the intent of this PD. As used herein, "Zoning Ordinance" means the comprehensive zoning of the Town of Little Elm, Texas, in effect on the effective date of this Agreement, except otherwise defined in this Agreement. Uses and development regulations specifically modified, designated or included in this PD shall not be subject to amendment after the date of the adoption of this PD (the "Effective Date") (whether through the amendment of the Zoning Ordinance or otherwise), except through an amendment of this PD. Uses and development regulations which otherwise are not specifically modified, designated or included in this PD shall be controlled by the "Zoning Ordinance", unless context provides to the contrary.

Project Location

The proposed PD is located south of Fishtrap Road and west of FM 2931 (Main Street) at the western end of Cherokee Oaks Road. Legal descriptions (Exhibit A) and a site plan (Exhibit B) have been provided.

The project is surrounded by existing single family, proposed townhomes and single family, and future low-density residential uses.

This PD will provide for the opportunity to develop the following:

- Single Family (SF) zoning with a maximum of 45 homes with a typical lot size of fifty (50) foot wide and one hundred and ten (110) foot deep.

Site Plan

Exhibit B identifies and locates the proposed Single Family lots within the Property. The proposed development will have unified and consistent design elements and provide an integrated development that compliments Providence Commons community within the Town of Providence Village.

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EXHIBIT C PLANNED DEVELOPMENT DISTRICT STANDARDS

GENERAL CONDITIONS FOR PD:

1. Purpose. The purpose of the PD Planned Development district is to allow single-family neighborhood connecting the Providence Commons community which resides primarily within the Town of Providence Village.
2. Use Regulations. No building, structure, land or premises will be used, and no building or structure hereafter be erected, constructed, reconstructed, or altered, except for one or more of the uses specified in Section 106.05.01(a), "Schedule of Uses – Residential."
3. Base Zoning District. The permitted uses and standards shall be in accordance with the Single Family 4 (SF-4) zoning district, unless otherwise specified herein.
4. Height and Area Regulations.
 - The height of buildings, the minimum dimensions of lots and yards, and the minimum lot area per family permitted on any lot shall be as follows:

SF – Single Family District Development Standards	
Maximum Height	35'
Minimum Front Yard Setback	20'
Minimum Side Yard Setback	5'
Minimum Side Yard Setback on corner	10'
Minimum Rear Yard Setback	20'
Minimum Lot Width (at building line) ¹	50'
Minimum Lot Depth ²	110'
Minimum Lot Area	5,500 sq. ft.
Minimum number garage spaces	2
Number of other drive spaces	2
Maximum Lot Coverage (gross lot area)	51%
Minimum Living Floor Area	2,000 sq. ft.

Note 1: Lot width shall be measured at the front building line for cul-de-sac or "knuckle" lots.

Note 2: Cul-de-sac or "knuckle" lots may be a minimum of one hundred (100) feet.

- All dwellings shall be accessible from the street and front entry. Minimum front driveway width shall be 16'.
- All public sidewalks shall be five (5) feet in width.

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5. Conceptual plan required. The Concept Plan attached hereto as Exhibit B, and incorporated herein by reference, demonstrates potential locations and relationships of the uses permitted under this PD.

An amendment to a concept plan approved as a part of the ordinance establishing the planned development district is a change in zoning district classification and must follow the same procedures set forth in Section 106.04.03, except the director of planning and development may approve minor revisions which do not alter the basic relationship of the proposed development.

6. Landscape requirements:

- A minimum twenty (20) foot wide landscape and wall buffer is provided for perimeter walls that are adjacent to collector/arterial roads and are to be platted as common areas.
- No rear landscape buffer shall be provided for lots adjacent to other residential lots or open space lots.
- In areas where trees are required, grouping or spacing trees shall be allowed. All large trees must be four-inch (4") minimum caliper diameter at breast height (dbh). All small trees must be two-inch (2") minimum caliper diameter. Measurement is at twelve-inches (12") from grade at time of planting.
- All shrubs shall be a minimum of three (3) gallon in size when planted and shall be planted in the front yard and corner lot landscape beds. Measurement is at twelve-inches (12") from grade at time of planting.
- Tree spacing shall be a minimum of 1 tree per 50' along all residential roads.
- An enhanced entrance shall be located outside the subdivision within the Town of Providence Village on Fishtrap Road and shall consist of a typical eighty (80) foot ROW entrance to align with Angel Lane, with stone columns, community name signage located on or within the hardscape screening and stone planters. Future plans are subject to review and approval by the Director of Development Services.
- All other landscaping shall comply with the Zoning Ordinance, as it exists or may be amended in accordance with the standards in effect at the time of development or requested change.

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7. Screening Standards: All development within this PD District shall comply with the following minimum screening standards:
- Residential lots adjacent to commercial property: 8' solid masonry wall and 3' landscaped berm (maintained by HOA).
 - Residential lots adjacent to open space or park land: wrought iron fencing with a living screen on the open space side.
 - All residential fences shall be board construction to conform to Section 106.06.32 (Residential Fences) of the Zoning Ordinance. Interior portions of fences (alongside and rear yards) shall be board on board construction.
 - Perimeter Screening. Six-foot board-on-board fencing surrounding the remainder of the development.
8. Homeowners Association: A Homeowners' Association (HOA) or associations will be established for the development. Dedicated open space, retaining walls, and screening walls will be owned and maintained by the HOA.
9. Open Space: 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. The open space requirements shall be met for the tract as defined on Exhibit B. Open space includes areas used for facilities such as walks, plazas, courts, recreational amenities, detention/retention ponds, amenity centers, landscape buffers, public or private parks, water features, and other similar uses.

Detention/Retention areas must be amenitized on three sides with improvements. A sidewalk, bench or pavilion constitutes an improvement. Open space includes any parcel of land or water (no minimum dimension) exclusive of public right-of-way, associated with all non-residential and residential developments that is generally provided to improve the microclimate and/or aesthetics of the site and that is not covered by buildings, structures, parking or loading areas and driveways (except for parking or loading areas and driveways associated with the open space uses or any principal or accessory use of such open space as described above in this section). Detention/Retention areas must follow requirements of Section 106.06.14.

Tree Requirement in Detention/Retention Areas:

Detention/Retention HOA lots shall provide five (5) large trees for every acre or portion of an acre of detention/retention space. The trees that are provided shall be irrigated.

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Other than the provisions of open space required by this Section 1.8, no park land dedication or construction of park improvements shall be required. Park fees will still be required.

Retention Pond at Southeast Corner



Retention Pond at Northern Boundary



10. Architectural Standards: Minimum design elements listed in Section 106.06.03 Architectural Standards for Residential Structures will apply with no additional modifications.

- The architectural exhibits provided in this PD, "Exhibit D" are incorporated herein by reference and demonstrate potential elevations. The ultimate design must generally conform to Exhibit D and will be provided at time of building permit by designated home builder.
- Garage doors shall be of carriage style and consist of stained cedar, redwood, spruce, fir, or other hardwood design.

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WAIVERS FOR PD:

Min front yard setback 25' – Requested Min. 20' front yard setback

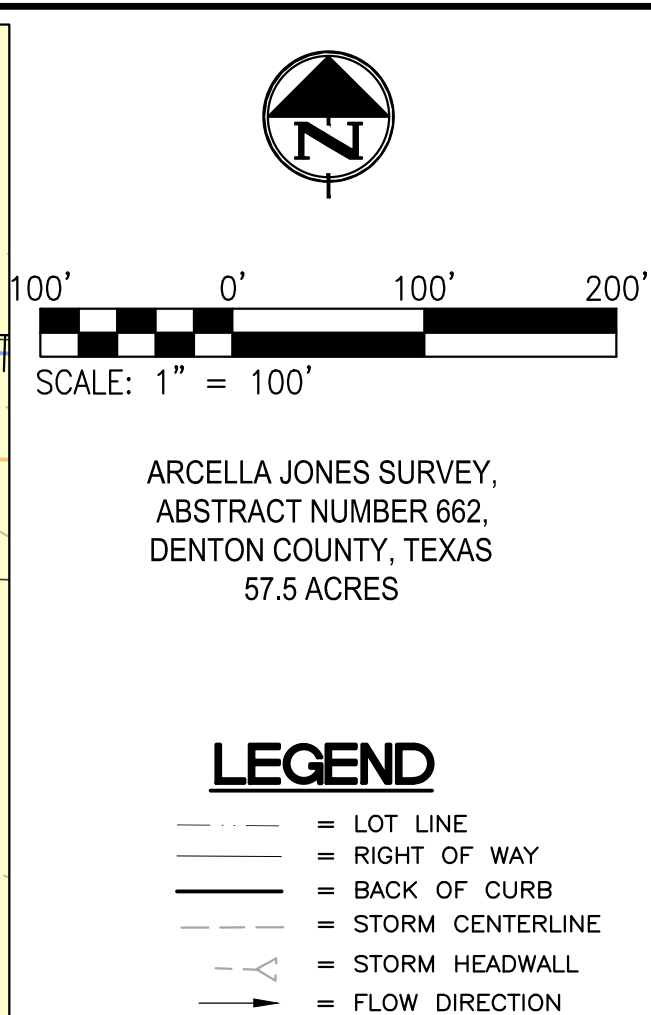
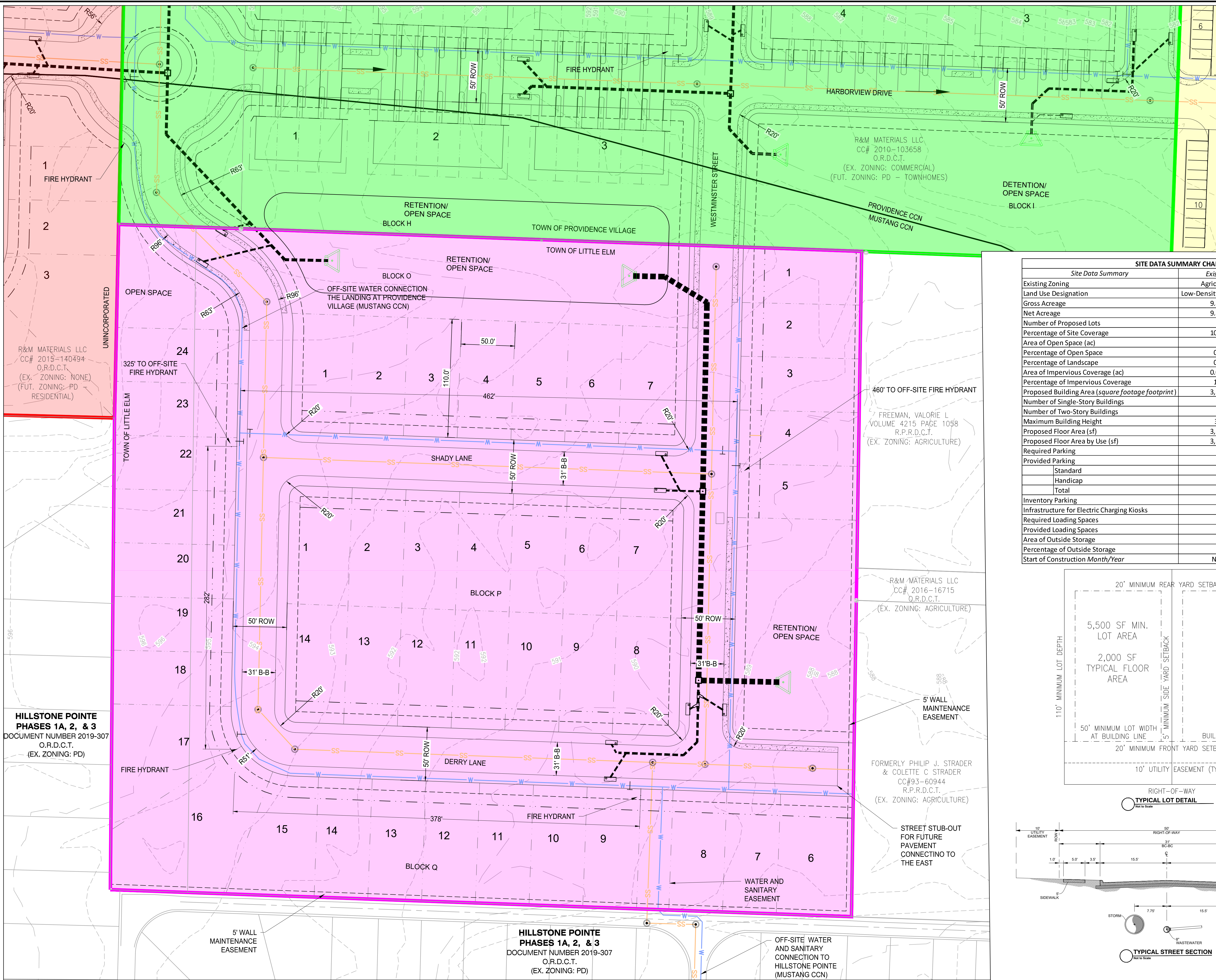
Min side yard setback 6' – Requested Min. 5' side yard setback

Min side yard setback on corner 28' – Requested Min. 10' side yard setback

Min Lot width 60' – Requested Min. 50' front width

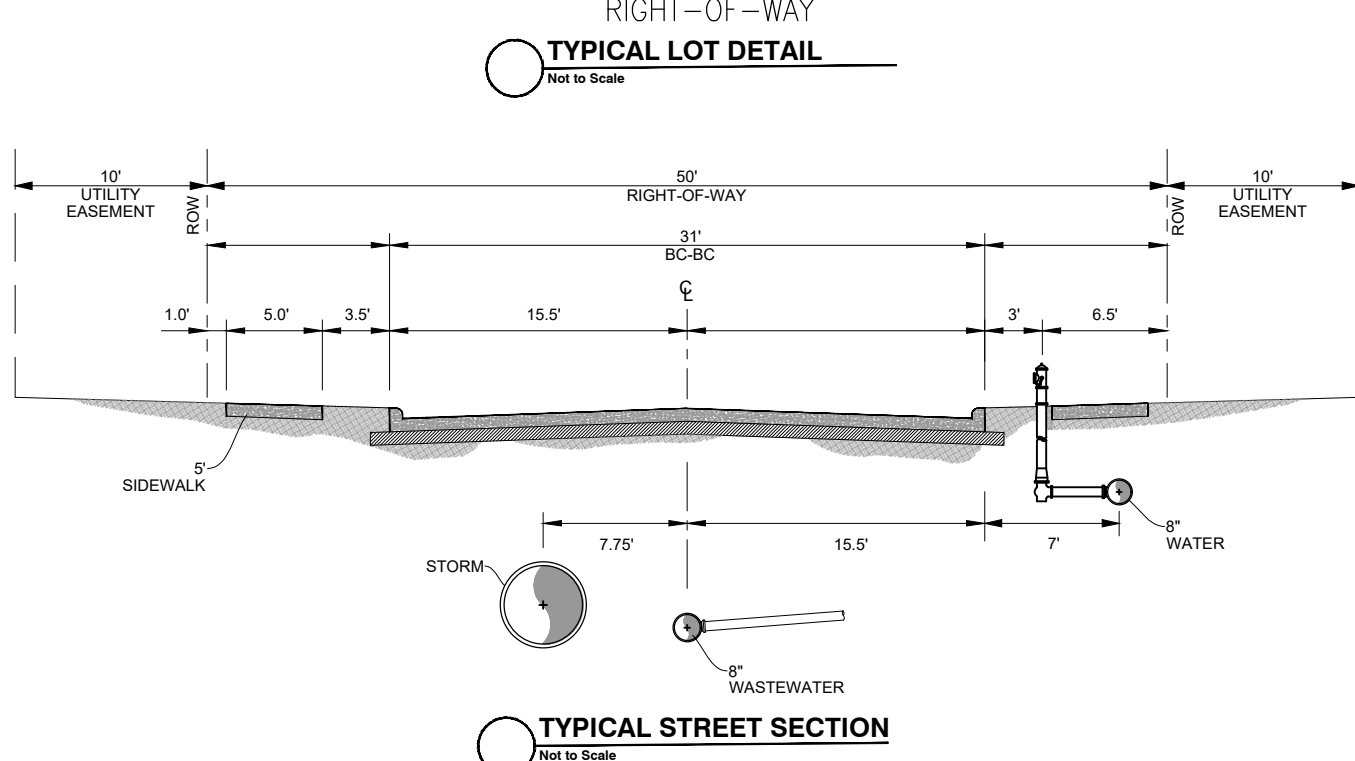
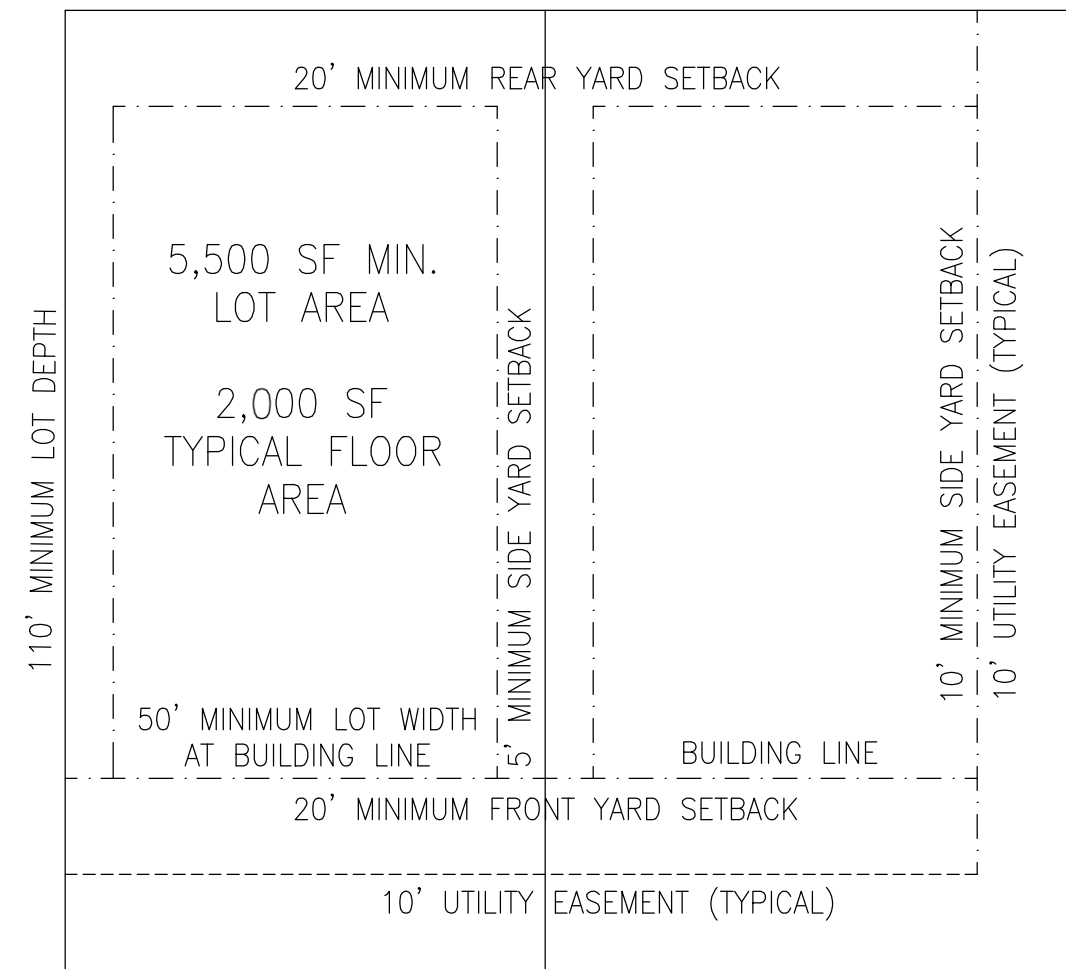
Min lot area 6,000 sq. ft. – Requested Min. lot area 5,500 sq. ft.

Exhibit C
Development Plans



- LEGEND**
- LOT LINE
 - RIGHT OF WAY
 - BACK OF CURB
 - STORM CENTERLINE
 - STORM HEADWALL
 - FLOW DIRECTION

SITE DATA SUMMARY CHART		
Site Data Summary	Existing	Proposed
Existing Zoning	Agriculture	Planned Development
Land Use Designation	Low-Density Residential	Low-Density Residential
Gross Acreage	9.815	9.815
Net Acreage	9.815	9.815
Number of Proposed Lots	1	45
Percentage of Site Coverage	100%	63%
Area of Open Space (ac)	0	3.680
Percentage of Open Space	0%	37%
Percentage of Landscape	0%	56%
Area of Impervious Coverage (ac)	0.084	4.346
Percentage of Impervious Coverage	1%	44%
Proposed Building Area (square footage footprint)	3,659	2,600
Number of Single-Story Buildings	0	0
Number of Two-Story Buildings	1	45
Maximum Building Height	35	35
Proposed Floor Area (sf)	3,659	2,600
Proposed Floor Area by Use (sf)	3,659	2,600
Required Parking	4	2
Provided Parking	4	2
Standard	4	2
Handicap	0	0
Total	4	2
Inventory Parking	0	0
Infrastructure for Electric Charging Kiosks	0	0
Required Loading Spaces	0	0
Provided Loading Spaces	0	0
Area of Outside Storage	0	0
Percentage of Outside Storage	0	0
Start of Construction Month/Year	N/A	March/2022



DEVELOPER/OWNER:
**BARRY RICH,
R&M MATERIALS, LLC**
5208 TENNYSON PKWY, STE 130
PLANO, TX 75024
PHONE 214-239-4722

This document is released
for the purpose of
preliminary review under
the authority of
Matthew G. Zamiripa
P.E. No. 141705
on 2/10/22. It is not to
be used for bidding,
permitting or
construction purposes.

PROVIDENCE COMMONS
FM 2931 & FISHTAP ROAD
PROVIDENCE VILLAGE, TX 76227

COLE
CIVIL ENGINEERING / SURVEYING / PLANNING / LANDSCAPE ARCHITECTURE
765 / ADA TRANSITION PLANNING
Texas Board of Professional Engineers and Land Surveyors
Registration #10198871
City of Providence, Texas is a participant in the Texas Statewide Planning and Design Program. All designs and plans are subject to the Texas Statewide Planning and Design Program rules and regulations.

DESIGN/CALC BY
HTT

DRAWN BY
JHH

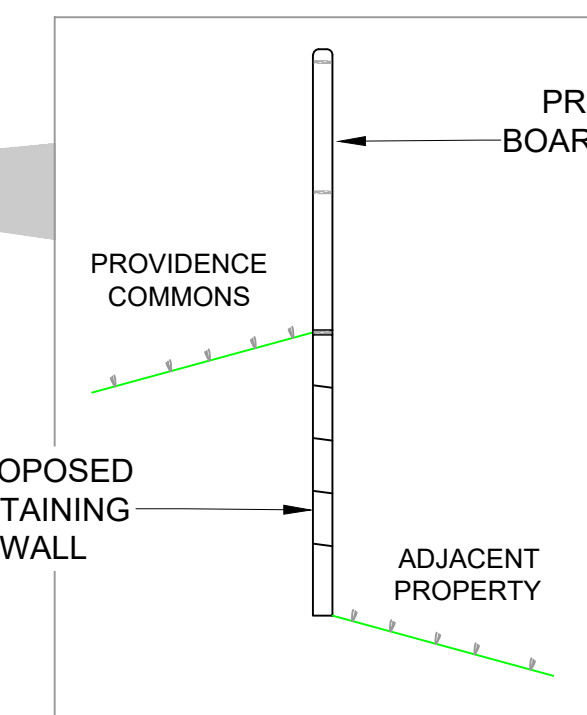
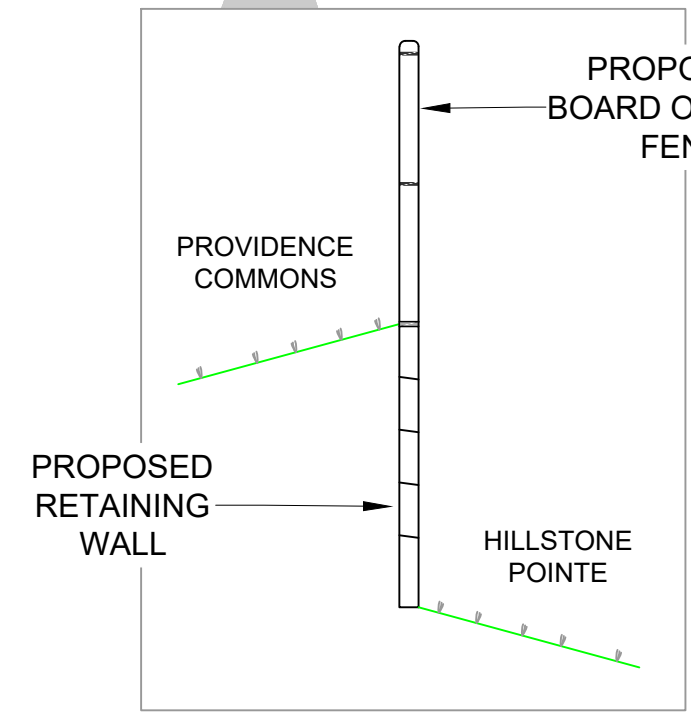
CHECKED BY
MGZ

DRAWING SCALE
AS SHOWN

DATE
02/2022


Job Number
16-0170

Sheet Number
C1.1



LITTLE ELM LANDSCAPE PLAN STANDARD NOTES:

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

		<p>+ DALLAS Frisco Square 6175 Main Street Frisco, TX 75034 972.624.5000 Tel www.coletx.com</p>	
<p>COLE CIVIL ENGINEERING / SURVEYING / PLANNING / LANDSCAPE ARCHITECTURE GSI AIA TRANSPORTATION PLANNING Texas Professional Engineers and Land Surveyors Registered Engineering Firm, F-10231 Land Survey Corporate Registration #10193871 <small>Cole & Associates, Inc. is a Related Corporation (A.S. Only Design Firm), Inc. in accordance with the "Scale"</small></p>		<p>PROVIDENCE COMMONS FM 2931 & FISHTRAP ROAD PROVIDENCE VILLAGE, TX 76227</p>	
<p>CONCEPT LANDSCAPE PLAN</p>		<p>DEVELOPER/OWNER: BARRY RICH, R&M MATERIALS, LLC 5208 TENNYSON PKWY, STE 130 PLANO, TX 75024 PHONE 214-239-4722</p>	
<p>This document is released for the purpose of preliminary review under the authority of JEREMY DON ROACH R.P.L.A. No. 27533 on 2/10/22. It is not to be used for bidding, permitting or construction purposes.</p>		<p>DATE _____</p> <p>NO _____</p> <p>REVISION DESCRIPTION</p>	
<p>Job Number 16-0170</p>		<p>Sheet Number L1.0</p>	

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EXHIBIT D Single-Family





Date: 03/15/2022
Agenda Item #: 8. 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 R&M Materials.**

DESCRIPTION:

Attached is the developer's agreement that officially and contractually approves the subject Planned Development for the Providence Commons Project.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Development Agreement - Providence Commons PD

STATE OF TEXAS §
 §
COUNTY OF DENTON §

**DEVELOPMENT AGREEMENT
FOR PROVIDENCE COMMONS PD**

This Development Agreement for Providence Commons Planned Development (“**Agreement**”) is entered into between R&M Materials (“**Developer**”), whose address for purposes of this Agreement is 5208 Tennyson Pkwy, Suite 130, Plano, TX 75024, 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 9.8 acres generally located south of Fishtrap Road and west of FM 2931 (Main Street) at the western end of Cherokee Oaks Road,, 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 Providence Commons 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

**ST. LOUIS**

Power House at Union Station
401 S. 18th Street, Suite 200
St. Louis, MO 63103
314.984.9887 tel

ST. CHARLES

1520 S. Fifth Street
Suite 307
St. Charles, MO 63303
636.978.7508 tel

DALLAS

6175 Main Street
Suite 367
Frisco, TX 75034
972.624.6000 tel

PHOENIX

2701 E. Camelback Road
Suite 175
Phoenix, AZ 85016
602.795.4111 tel

EXHIBIT A

LEGAL DESCRIPTION

THENCE NORTH 87 DEGREES 55 MINUTES 23 SECONDS WEST, DEPARTING SAID WEST RIGHT-OF-WAY LINE OF F.M. 2931 AND CONTINUING ALONG THE NORTH LINE OF SAID STRADER TRACT, A DISTANCE OF 739.87 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID STRADER TRACT;

THENCE SOUTH 00 DEGREES 52 MINUTES 49 SECONDS WEST, DEPARTING SAID NORTH LINE OF STRADER TRACT AND CONTINUING ALONG THE WEST LINE OF SAID STRADER TRACT, A DISTANCE OF 294.08 FEET TO A 5/8 INCH IRON ROD SET FOR THE SOUTHEAST CORNER OF SAID STRADER TRACT, IN THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN DEED TO LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD AS RECORDED IN COUNTY CLERK'S FILE NUMBER 22018-12623, O.R.D.C.T., FOR THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 87 DEGREES 54 MINUTES 37 SECONDS WEST, DEPARTING SAID WEST LINE OF STRADER TRACT AND CONTINUING ALONG THE COMMON LINE OF SAID LENNAR HOMES TRACT AND TRACT OF LAND DESCRIBED IN DEED TO R&M MATERIALS AS RECORDED IN COUNTY CLERK'S FILE NUMBER 2016-16715, O.R.D.C.T., A DISTANCE OF 689.49 FEET TO A 5/8 INCH IRON ROD SET FOR THE SOUTHEAST CORNER OF LAND DESCRIBED IN DEED TO DIVINEY JOHNA AS RECORDED IN COUNTY CLERK'S FILE NUMBER 2007-54985, O.R.D.C.T., FOR THE SOUTH WEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 00 DEGREES 30 MINUTES 06 SECONDS EAST, ALONG THE COMMON LINE OF SAID DIVINEY TRACT AND SAID LENNAR HOMES TRACT, A DISTANCE OF 438.60 FEET TO A 5/8 INCH IRON ROD SET FOR CORNER;

THENCE NORTH 88 DEGREES 47 MINUTES 38 SECONDS WEST, DEPARTING THE WEST LINE OF SAID DIVINEY TRACT AND CONTINUING ALONG THE NORTH LINE OF SAID LENNAR HOMES TRACT, A DISTANCE OF 393.75 FEET TO AN IRON PIPE FOUND FOR CORNER;

THENCE NORTH 88 DEGREES 21 MINUTES 17 SECONDS WEST, CONTINUING ALONG THE NORTH LINE OF SAID LENNAR TRACT, A DISTANCE OF 303.57 FEET TO A POINT FOR CORNER;

THENCE NORTH 88 DEGREES 15 MINUTES 22 SECONDS WEST, CONTINUING ALONG THE NORTH LINE OF SAID LENNAR TRACT, A DISTANCE OF 346.77 FEET TO A NAIL FOUND FOR THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT, AND THE SOUTHEASTERLY CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO BARTEL, STEVE AND NANCY AS RECORDED IN COUNTY CLERK'S FILE NUMBER 95-12685. O.R.D.C.T.

THENCE NORTH 01 DEGREE 09 MINUTES 13 SECONDS EAST, DEPARTING SAID NORTH LINE OF LENNAR TRACT AND CONTINUING WITH THE COMMON LINE OF SAID BARTEL TRACT AND A TRACT OF LAND DESCRIBED IN DEED TO R&M MATERIALS, LLC AS RECORDED IN COUNTY CLERK'S FILE NUMBER 137069, O.R.D.C.T., A DISTANCE OF 370.71 FEET TO A 5/8 INCH IRON ROD SET FOR THE SOUTHWEST CORNER OF LAND DESCRIBED IN DEED TO FISHTRAP STORAGE, LLC AS RECORDED IN COUNTY CLERK'S FILE NUMBER 2016-39124, O.R.D.C.T., FOR CORNER OF THE HEREIN DESCRIBED TRACT;

**ST. LOUIS**

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401 S. 18th Street, Suite 200
St. Louis, MO 63103
314.984.9887 tel

ST. CHARLES

1520 S. Fifth Street
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St. Charles, MO 63303
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Suite 367
Frisco, TX 75034
972.624.6000 tel

PHOENIX

2701 E. Camelback Road
Suite 175
Phoenix, AZ 85016
602.795.4111 tel

THENCE SOUTH 87 DEGREES 51 MINUTES 41 SECONDS EAST, WITH THE COMMON LINE OF SAID R&M MATERIALS, LLC TRACT (137069) AND SAID FISHTRAP STORAGE TRACT, A DISTANCE OF 346.45 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID FISHTRAP STORAGE TRACT AND FOR CORNER OF THE HEREIN DESCRIBED TRACT.

THENCE NORTH 01 DEGREES 16 MINUTES 14 SECONDS EAST, CONTINUING ALONG THE EAST LINE OF SAID FISHTRAP STORAGE TRACT, A DISTANCE OF 365.68 FEET TO A CAPPED IRON ROD FOUND FOR CORNER;

THENCE CONTINUING WITH THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN DEED TO R&M MATERIALS, LLC (2018-8520) AND (2015-140494) THE FOLLOWING COURSES AND DISTANCES;

SOUTH 87 DEGREES 48 MINUTES 20 SECONDS EAST, A DISTANCE OF 353.29 FEET TO A 5/8 INCH IRON ROD SET FOR CORNER;

SOUTH 02 DEGREES 09 MINUTES 20 SECONDS WEST, A DISTANCE OF 26.87 FEET TO A 5/8 INCH IRON ROD SET FOR CORNER;

SOUTH 87 DEGREES 43 MINUTES 15 SECONDS EAST, A DISTANCE OF 59.89 FEET TO A 5/8 INCH IRON ROD SET FOR CORNER;

NORTH 02 DEGREES 13 MINUTES 01 SECONDS EAST, A DISTANCE OF 26.83 FEET TO A 5/8 INCH IRON ROD SET FOR CORNER;

SOUTH 87 DEGREES 38 MINUTES 47 SECONDS EAST, A DISTANCE OF 285.03 FEET TO A 5/8 INCH IRON ROD SET FOR CORNER

NORTH 01 DEGREES 11 MINUTES 39 SECONDS EAST, A DISTANCE OF 447.30 FEET TO A 5/8 INCH IRON ROD SET FOR CORNER;

THENCE ALONG SAID NORTH LINE OF R&M MATERIALS (2010-103658) TRACT, SOUTH 88 DEGREES 16 MINUTES 12 SECONDS EAST, A DISTANCE OF 1355.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 57.48 ACRES (2,504,036 SQ. FT.) OF LAND MORE OR LESS.

EXHIBIT B
PD Ordinance

**TOWN OF LITTLE ELM
ORDINANCE NO. 1662**

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING THE ZONING FROM AGRICULTURE (AG) TO A PLANNED DEVELOPMENT – SINGLE FAMILY 4 (PD-SF4) DISTRICT IN ORDER TO ALLOW A NEW SINGLE-FAMILY DEVELOPMENT WITH MODIFIED DEVELOPMENT STANDARDS ON 9.8 ACRES OF LAND GENERALLY LOCATED SOUTH OF FISHTRAP ROAD AND WEST OF FM 2931 (MAIN STREET), AT THE WESTERN END OF CHEROKEE OAKS ROAD; 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 9.8 acres of land currently zoned Agriculture (AG), 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 February 17, 2022 the Planning & Zoning Commission considered and made recommendations on a request for Planned

Development-Single Family 4 (PD-SF4) (Case No. PD-21-05005); 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 south of Fishtrap Road and west of FM 2931 (Main Street) at the western end of Cherokee Oaks Road, within Little Elm Town limits, approximately 9.8 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 15th day of March, 2022.

Town of Little Elm, Texas

Curtis Cornelious, Mayor

ATTEST:

Caitlan Biggs, Town Secretary

Exhibit A
Metes and Bounds

**ST. LOUIS**

Power House at Union Station
401 S. 18th Street, Suite 200
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THENCE SOUTH 00 DEGREES 52 MINUTES 49 SECONDS WEST, DEPARTING SAID NORTH LINE OF STRADER TRACT AND CONTINUING ALONG THE WEST LINE OF SAID STRADER TRACT, A DISTANCE OF 294.08 FEET TO A 5/8 INCH IRON ROD SET FOR THE SOUTHEAST CORNER OF SAID STRADER TRACT, IN THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN DEED TO LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD AS RECORDED IN COUNTY CLERK'S FILE NUMBER 22018-12623, O.R.D.C.T., FOR THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 87 DEGREES 54 MINUTES 37 SECONDS WEST, DEPARTING SAID WEST LINE OF STRADER TRACT AND CONTINUING ALONG THE COMMON LINE OF SAID LENNAR HOMES TRACT AND TRACT OF LAND DESCRIBED IN DEED TO R&M MATERIALS AS RECORDED IN COUNTY CLERK'S FILE NUMBER 2016-16715, O.R.D.C.T., A DISTANCE OF 689.49 FEET TO A 5/8 INCH IRON ROD SET FOR THE SOUTHEAST CORNER OF LAND DESCRIBED IN DEED TO DIVINEY JOHNA AS RECORDED IN COUNTY CLERK'S FILE NUMBER 2007-54985, O.R.D.C.T., FOR THE SOUTH WEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 00 DEGREES 30 MINUTES 06 SECONDS EAST, ALONG THE COMMON LINE OF SAID DIVINEY TRACT AND SAID LENNAR HOMES TRACT, A DISTANCE OF 438.60 FEET TO A 5/8 INCH IRON ROD SET FOR CORNER;

THENCE NORTH 88 DEGREES 47 MINUTES 38 SECONDS WEST, DEPARTING THE WEST LINE OF SAID DIVINEY TRACT AND CONTINUING ALONG THE NORTH LINE OF SAID LENNAR HOMES TRACT, A DISTANCE OF 393.75 FEET TO AN IRON PIPE FOUND FOR CORNER;

THENCE NORTH 88 DEGREES 21 MINUTES 17 SECONDS WEST, CONTINUING ALONG THE NORTH LINE OF SAID LENNAR TRACT, A DISTANCE OF 303.57 FEET TO A POINT FOR CORNER;

THENCE NORTH 88 DEGREES 15 MINUTES 22 SECONDS WEST, CONTINUING ALONG THE NORTH LINE OF SAID LENNAR TRACT, A DISTANCE OF 346.77 FEET TO A NAIL FOUND FOR THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT, AND THE SOUTHEASTERLY CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO BARTEL, STEVE AND NANCY AS RECORDED IN COUNTY CLERK'S FILE NUMBER 95-12685. O.R.D.C.T.

THENCE NORTH 01 DEGREE 09 MINUTES 13 SECONDS EAST, DEPARTING SAID NORTH LINE OF LENNAR TRACT AND CONTINUING WITH THE COMMON LINE OF SAID BARTEL TRACT AND A TRACT OF LAND DESCRIBED IN DEED TO R&M MATERIALS, LLC AS RECORDED IN COUNTY CLERK'S FILE NUMBER 137069, O.R.D.C.T., A DISTANCE OF 370.71 FEET TO A 5/8 INCH IRON ROD SET FOR THE SOUTHWEST CORNER OF LAND DESCRIBED IN DEED TO FISHTRAP STORAGE, LLC AS RECORDED IN COUNTY CLERK'S FILE NUMBER 2016-39124, O.R.D.C.T., FOR CORNER OF THE HEREIN DESCRIBED TRACT;

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THENCE SOUTH 87 DEGREES 51 MINUTES 41 SECONDS EAST, WITH THE COMMON LINE OF SAID R&M MATERIALS, LLC TRACT (137069) AND SAID FISHTRAP STORAGE TRACT, A DISTANCE OF 346.45 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID FISHTRAP STORAGE TRACT AND FOR CORNER OF THE HEREIN DESCRIBED TRACT.

THENCE NORTH 01 DEGREES 16 MINUTES 14 SECONDS EAST, CONTINUING ALONG THE EAST LINE OF SAID FISHTRAP STORAGE TRACT, A DISTANCE OF 365.68 FEET TO A CAPPED IRON ROD FOUND FOR CORNER;

THENCE CONTINUING WITH THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN DEED TO R&M MATERIALS, LLC (2018-8520) AND (2015-140494) THE FOLLOWING COURSES AND DISTANCES;

SOUTH 87 DEGREES 48 MINUTES 20 SECONDS EAST, A DISTANCE OF 353.29 FEET TO A 5/8 INCH IRON ROD SET FOR CORNER;

SOUTH 02 DEGREES 09 MINUTES 20 SECONDS WEST, A DISTANCE OF 26.87 FEET TO A 5/8 INCH IRON ROD SET FOR CORNER;

SOUTH 87 DEGREES 43 MINUTES 15 SECONDS EAST, A DISTANCE OF 59.89 FEET TO A 5/8 INCH IRON ROD SET FOR CORNER;

NORTH 02 DEGREES 13 MINUTES 01 SECONDS EAST, A DISTANCE OF 26.83 FEET TO A 5/8 INCH IRON ROD SET FOR CORNER;

SOUTH 87 DEGREES 38 MINUTES 47 SECONDS EAST, A DISTANCE OF 285.03 FEET TO A 5/8 INCH IRON ROD SET FOR CORNER

NORTH 01 DEGREES 11 MINUTES 39 SECONDS EAST, A DISTANCE OF 447.30 FEET TO A 5/8 INCH IRON ROD SET FOR CORNER;

THENCE ALONG SAID NORTH LINE OF R&M MATERIALS (2010-103658) TRACT, SOUTH 88 DEGREES 16 MINUTES 12 SECONDS EAST, A DISTANCE OF 1355.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 57.48 ACRES (2,504,036 SQ. FT.) OF LAND MORE OR LESS.

Exhibit B
PD Standards

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Submittal Documents in Support of

Providence Commons

**A Planned Development District
in the
Town of Little Elm,
Denton County, Texas**

Owner:

**R&M Materials, LLC
5208 Tennyson Parkway, Suite 130
Plano, Texas 75024**

January 25, 2022

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PROVIDENCE COMMONS
PLANNED DEVELOPMENT DISTRICT
STATEMENT OF INTENT AND PURPOSE

This zoning submittal encompasses approximately 9.8 acres of land within the Town of Little Elm ("Town") more fully described on the legal description attached as Exhibit A (the "Property"). The proposed use for the property is to provide single-family residential homes. This planned development ("PD") will provide zoning regulations necessary to develop the site and the final layout must generally conform to Exhibit B.

It is the intent of this PD to alter the base zoning for the tract from Agriculture (AG) to Single Family (SF-4) and exist as part of a larger, connected and unified community outside the Town's limits. Any conflict between this PD and the Zoning Ordinance shall be resolved in favor of those regulations set forth in this PD, or as may be ascertained through the intent of this PD. As used herein, "Zoning Ordinance" means the comprehensive zoning of the Town of Little Elm, Texas, in effect on the effective date of this Agreement, except otherwise defined in this Agreement. Uses and development regulations specifically modified, designated or included in this PD shall not be subject to amendment after the date of the adoption of this PD (the "Effective Date") (whether through the amendment of the Zoning Ordinance or otherwise), except through an amendment of this PD. Uses and development regulations which otherwise are not specifically modified, designated or included in this PD shall be controlled by the "Zoning Ordinance", unless context provides to the contrary.

Project Location

The proposed PD is located south of Fishtrap Road and west of FM 2931 (Main Street) at the western end of Cherokee Oaks Road. Legal descriptions (Exhibit A) and a site plan (Exhibit B) have been provided.

The project is surrounded by existing single family, proposed townhomes and single family, and future low-density residential uses.

This PD will provide for the opportunity to develop the following:

- Single Family (SF) zoning with a maximum of 45 homes with a typical lot size of fifty (50) foot wide and one hundred and ten (110) foot deep.

Site Plan

Exhibit B identifies and locates the proposed Single Family lots within the Property. The proposed development will have unified and consistent design elements and provide an integrated development that compliments Providence Commons community within the Town of Providence Village.

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EXHIBIT C PLANNED DEVELOPMENT DISTRICT STANDARDS

GENERAL CONDITIONS FOR PD:

1. **Purpose.** The purpose of the PD Planned Development district is to allow single-family neighborhood connecting the Providence Commons community which resides primarily within the Town of Providence Village.
2. **Use Regulations.** No building, structure, land or premises will be used, and no building or structure hereafter be erected, constructed, reconstructed, or altered, except for one or more of the uses specified in Section 106.05.01(a), "Schedule of Uses – Residential."
3. **Base Zoning District.** The permitted uses and standards shall be in accordance with the Single Family 4 (SF-4) zoning district, unless otherwise specified herein.
4. **Height and Area Regulations.**
 - The height of buildings, the minimum dimensions of lots and yards, and the minimum lot area per family permitted on any lot shall be as follows:

SF – Single Family District Development Standards	
Maximum Height	35'
Minimum Front Yard Setback	20'
Minimum Side Yard Setback	5'
Minimum Side Yard Setback on corner	10'
Minimum Rear Yard Setback	20'
Minimum Lot Width (at building line) ¹	50'
Minimum Lot Depth ²	110'
Minimum Lot Area	5,500 sq. ft.
Minimum number garage spaces	2
Number of other drive spaces	2
Maximum Lot Coverage (gross lot area)	51%
Minimum Living Floor Area	2,000 sq. ft.

Note 1: Lot width shall be measured at the front building line for cul-de-sac or "knuckle" lots.

Note 2: Cul-de-sac or "knuckle" lots may be a minimum of one hundred (100) feet.

- All dwellings shall be accessible from the street and front entry. Minimum front driveway width shall be 16'.
- All public sidewalks shall be five (5) feet in width.

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5. Conceptual plan required. The Concept Plan attached hereto as Exhibit B, and incorporated herein by reference, demonstrates potential locations and relationships of the uses permitted under this PD.

An amendment to a concept plan approved as a part of the ordinance establishing the planned development district is a change in zoning district classification and must follow the same procedures set forth in Section 106.04.03, except the director of planning and development may approve minor revisions which do not alter the basic relationship of the proposed development.

6. Landscape requirements:

- A minimum twenty (20) foot wide landscape and wall buffer is provided for perimeter walls that are adjacent to collector/arterial roads and are to be platted as common areas.
- No rear landscape buffer shall be provided for lots adjacent to other residential lots or open space lots.
- In areas where trees are required, grouping or spacing trees shall be allowed. All large trees must be four-inch (4") minimum caliper diameter at breast height (dbh). All small trees must be two-inch (2") minimum caliper diameter. Measurement is at twelve-inches (12") from grade at time of planting.
- All shrubs shall be a minimum of three (3) gallon in size when planted and shall be planted in the front yard and corner lot landscape beds. Measurement is at twelve-inches (12") from grade at time of planting.
- Tree spacing shall be a minimum of 1 tree per 50' along all residential roads.
- An enhanced entrance shall be located outside the subdivision within the Town of Providence Village on Fishtap Road and shall consist of a typical eighty (80) foot ROW entrance to align with Angel Lane, with stone columns, community name signage located on or within the hardscape screening and stone planters. Future plans are subject to review and approval by the Director of Development Services.
- All other landscaping shall comply with the Zoning Ordinance, as it exists or may be amended in accordance with the standards in effect at the time of development or requested change.

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7. Screening Standards: All development within this PD District shall comply with the following minimum screening standards:
 - Residential lots adjacent to commercial property: 8' solid masonry wall and 3' landscaped berm (maintained by HOA).
 - Residential lots adjacent to open space or park land: wrought iron fencing with a living screen on the open space side.
 - All residential fences shall be board construction to conform to Section 106.06.32 (Residential Fences) of the Zoning Ordinance. Interior portions of fences (alongside and rear yards) shall be board on board construction.
 - Perimeter Screening. Six-foot board-on-board fencing surrounding the remainder of the development.
8. Homeowners Association: A Homeowners' Association (HOA) or associations will be established for the development. Dedicated open space, retaining walls, and screening walls will be owned and maintained by the HOA.
9. Open Space: 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. The open space requirements shall be met for the tract as defined on Exhibit B. Open space includes areas used for facilities such as walks, plazas, courts, recreational amenities, detention/retention ponds, amenity centers, landscape buffers, public or private parks, water features, and other similar uses.

Detention/Retention areas must be amenitized on three sides with improvements. A sidewalk, bench or pavilion constitutes an improvement. Open space includes any parcel of land or water (no minimum dimension) exclusive of public right-of-way, associated with all non-residential and residential developments that is generally provided to improve the microclimate and/or aesthetics of the site and that is not covered by buildings, structures, parking or loading areas and driveways (except for parking or loading areas and driveways associated with the open space uses or any principal or accessory use of such open space as described above in this section). Detention/Retention areas must follow requirements of Section 106.06.14.

Tree Requirement in Detention/Retention Areas:

Detention/Retention HOA lots shall provide five (5) large trees for every acre or portion of an acre of detention/retention space. The trees that are provided shall be irrigated.

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Other than the provisions of open space required by this Section 1.8, no park land dedication or construction of park improvements shall be required. Park fees will still be required.

Retention Pond at Southeast Corner**Retention Pond at Northern Boundary**

10. **Architectural Standards:** Minimum design elements listed in Section 106.06.03 Architectural Standards for Residential Structures will apply with no additional modifications.

- The architectural exhibits provided in this PD, "Exhibit D" are incorporated herein by reference and demonstrate potential elevations. The ultimate design must generally conform to Exhibit D and will be provided at time of building permit by designated home builder.
- Garage doors shall be of carriage style and consist of stained cedar, redwood, spruce, fir, or other hardwood design.

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WAIVERS FOR PD:

Min front yard setback 25' – Requested Min. 20' front yard setback

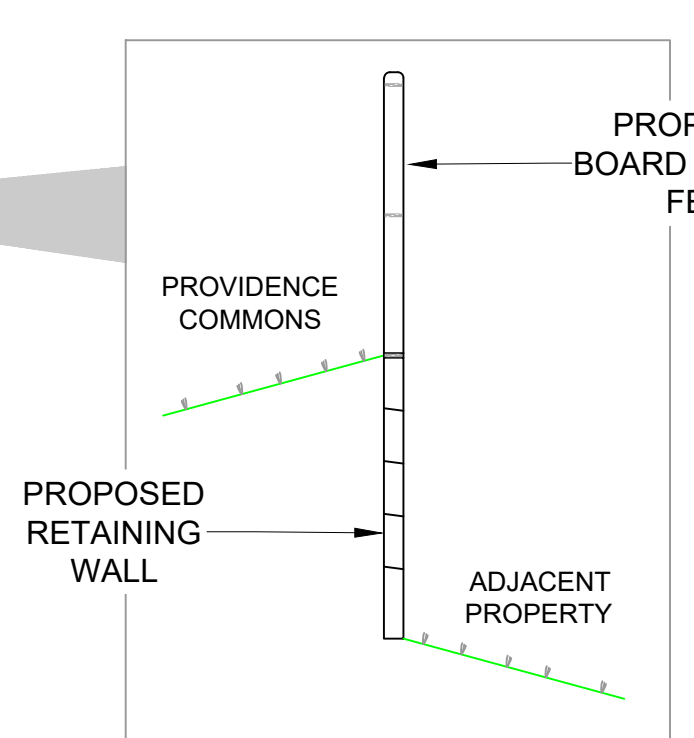
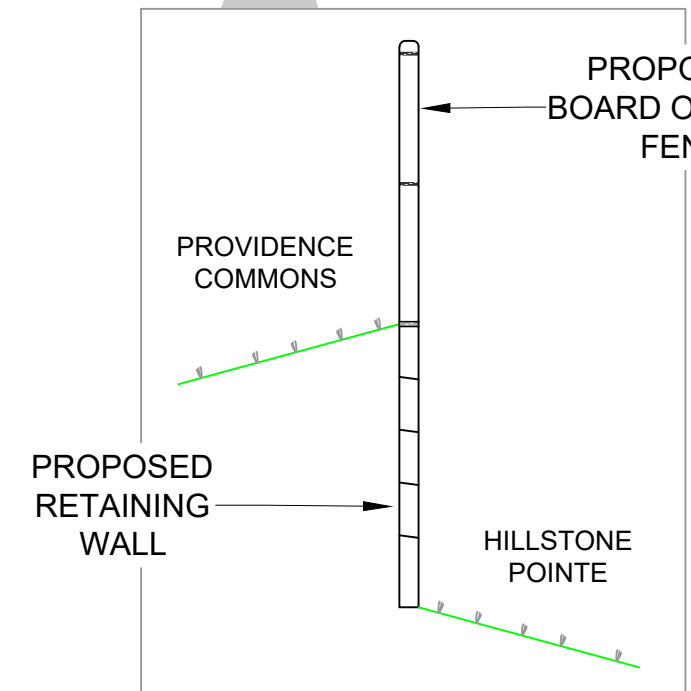
Min side yard setback 6' – Requested Min. 5' side yard setback

Min side yard setback on corner 28' – Requested Min. 10' side yard setback

Min Lot width 60' – Requested Min. 50' front width


Min lot area 6,000 sq. ft. – Requested Min. lot area 5,500 sq. ft.

Exhibit C
Development Plans



LITTLE ELM LANDSCAPE PLAN STANDARD NOTES:

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

<div style="text-align: center;">  <p>+ DALLAS Frisco Square 6175 Main Street Frisco, TX 75034 972.624.5000 Tel www.coletx.com</p> </div>	<div style="text-align: center;"> <p>PROVIDENCE COMMONS FM 2931 & FISHTRAP ROAD PROVIDENCE VILLAGE, TX 76227</p> </div> <div style="text-align: center;"> <p>CONCEPT LANDSCAPE PLAN</p> </div>
<p>DEVELOPER/OWNER: BARRY RICH, R&M MATERIALS, LLC 5208 TENNYSON PKWY, STE 130 PLANO, TX 75024 PHONE 214-239-4722</p>	
<p>This document is released for the purpose of preliminary review under the authority of <u>JEREMY DON ROACH</u> R.P.L.A. No. 2753 on 2/10/22. It is not to be used for bidding, permitting or construction purposes.</p>	
<p>DATE: _____ NO: _____ REVISION DESCRIPTION: _____</p>	
<p>DESIGN/CALC BY: HJT</p>	
<p>DRAWN BY: JHH</p>	
<p>CHECKED BY: MGZ</p>	
<p>DRAWING SCALE: AS SHOWN</p>	
<p>DATE: 02/2022</p>	
<p>Job Number 16-0170</p>	
<p>Sheet Number L1.0</p>	

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EXHIBIT D Single-Family





Date: 03/15/2022
Agenda Item #: 8. B.
Department: Development Services
Strategic Goal: Provide a safe and welcoming environment for Little Elm residents and visitors
Staff Contact: Fred Gibbs, Director of Development Services

AGENDA ITEM:

Present, Discuss, and Consider Action on **Resolution No. 0315202201 for No Objection to the Applicant's Tax Credit Application; Authorizing the Texas Housing Foundation to Exercise its Powers within the Territorial Boundaries of the Town of Little Elm, Texas; and Authorizing a Cooperation Agreement.**

DESCRIPTION:

This resolution is the mechanism, showing the Town has no objection to Texas Housing Foundation purchasing, developing and improving Lakeside Manor Senior Living Apartments.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Resolution

RESOLUTION NO.0315202201

A RESOLUTION EVIDENCING NO OBJECTION TO THE APPLICANT'S TAX CREDIT APPLICATION; AUTHORIZING THE TEXAS HOUSING FOUNDATION TO EXERCISE ITS POWERS WITHIN THE TERRITORIAL BOUNDARIES OF THE TOWN OF LITTLE ELM, TEXAS; AND AUTHORIZING A COOPERATION AGREEMENT.

WHEREAS, the Town Council is the governing body of Little Elm, Texas;

WHEREAS, in parts of the Town of Little Elm there is not a sufficient supply of safe and sanitary housing available to lower income residents at rents they can afford; and

WHEREAS, THF Little Elm Leased Housing Associates II, L.P., its successors and assigns (the "Applicant") proposes to acquire, develop and construct a multifamily housing development for tenants on low and moderate income that will be located at 902 W. Eldorado Pkwy, Little Elm, TX 75068 and within Denton County, Texas (the "Development"); and

WHEREAS, the Applicant proposes to apply for financing for the Development, including Low Income Housing Tax Credits (the "Tax Credits") from the Texas Department of Housing and Community Affairs ("TDHCA"); and

WHEREAS, the Texas Housing Foundation ("Foundation") has significant experience and expertise in successfully providing, developing, financing, and managing housing projects that are affordable to lower income residents and are assets to the community; and

WHEREAS, it is contemplated that THF Public Facility Corporation, a Texas public facility corporation duly organized by the Foundation (the "PFC") will issue tax-exempt bonds in order to finance a portion of the costs financing of the Development; and

WHEREAS, it is further contemplated that a wholly-owned subsidiary of the Foundation will serve as the Applicant's general partner; and

WHEREAS, Texas Local Government Code, Section 392.017 (d) requires that the governing body of a municipality adopt a resolution declaring a need for a regional housing authority to exercise its powers in another jurisdiction, and authorizing a cooperation agreement under Section 392.059; and

WHEREAS, the Town of Little Elm has conducted a public hearing to take testimony with regard to the Development;

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

Section 1. That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

Section 2. Pursuant to Texas Local Government Code, Section 392.017(d)(1), the Town Council declares that there is a need for the Foundation to exercise its powers in the territorial boundaries of the Town of Little Elm ("Town") to provide decent, safe, and sanitary housing that is affordable for lower income residents of the Town. The Foundation is hereby authorized to exercise its powers in the territorial boundaries of the Town as set forth in the Cooperation Agreement attached hereto.

Section 3. Pursuant to Texas Local Government Code, Section 392.017(d)(2) and the Cooperation Agreement attached hereto and incorporated herein between the Foundation and the Town, the Foundation is hereby authorized under Texas Local Government Code Section 392.059(a) to exercise its powers within the Town. The Town agrees to cooperate with the Foundation to allow the Foundation to provide housing for low- and moderate-income residents in the territorial boundaries of the Town consistent with the terms of the Cooperation Agreement. The Foundation and the PFC are authorized to exercise its powers under the Texas Housing Authorities Law, Texas Local Government Code Chapter 392 and the Texas Public Facility Corporation Act, Texas Local Government Code Chapter 303, respectively, to finance, plan, undertake, construct, or operate housing projects in the Town, consistent with the terms of the Cooperation Agreement. The Cooperation Agreement only authorizes the Foundation and the PFC to take action in connection with the Town. The Mayor is hereby authorized to execute the Cooperation Agreement on behalf of the Town.

Section 4. The Town has received notice and information from the Applicant with regard to the Development in accordance with Section 2306.67071(a) of the Texas Government Code.

Section 5. The Town has had sufficient opportunity to obtain a response from the Applicant regarding any questions it may have about the Development.

Section 6. The Town has conducted a public hearing at which public comment may be made in accordance with Section 2306.67071(b) of the Texas Government Code and, after due consideration of the information provided by the Applicant and the comments from the public, the Town does not object to the Applicant's application for Tax Credits to TDHCA for the Development.

Section 7. The Mayor is authorized to take any reasonable and necessary action to effectuate the direction and intention of this resolution and the Cooperation Agreement.

Section 8. This Resolution shall become effective upon its passage. The Town Clerk is hereby authorized, directed and empowered to certify these resolutions to TDHCA and the Foundation.

Passed and Approved this _____ day of _____, 2022.

Curtis J. Cornelious, Mayor

Attest:

Caitlan Biggs, Town Secretary



Date: 03/15/2022
Agenda Item #: 8. C.
Department: Development Services
Strategic Goal: Provide a safe and welcoming environment for Little Elm residents and visitors
Staff Contact: Fred Gibbs, Director of Development Services

AGENDA ITEM:

Present, Discuss, and Consider Action on a **Cooperation Agreement between the Town of Little Elm Texas and the Texas Housing Foundation.**

DESCRIPTION:

Following the resolution, the Texas Local Government Code requires that the Town Council authorize a cooperation agreement under Section 392.059 to help facilitate the acquisition, development, and construction of a multifamily housing development for tenants on low and moderate-income that will be located at Lakeside Manor.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Cooperation Agreement

COOPERATION AGREEMENT
BETWEEN
THE TOWN OF LITTLE ELM, TEXAS
AND THE
TEXAS HOUSING FOUNDATION

EFFECTIVE _____, 2022

WHEREAS, on _____, 2022 under provisions of the Texas Local Government Code, Section 392.017(d), the Town of Little Elm, declared that there is a need for the Texas Housing Foundation, to exercise its powers within the territorial boundaries of the Town of Little Elm, Texas (the “Town”) because in parts of the Town of Little Elm there is not a sufficient supply of safe and sanitary housing available to lower income residents at rents they can afford; and

WHEREAS, Tex. Local Gov’t. Code, Section 392.017(d), requires that the Town Council adopt a resolution authorizing the Texas Housing Foundation to exercise its powers in the Town, and authorizing a cooperation agreement under Section 392.059(a); and

WHEREAS, the Board of Commissioners of the Texas Housing Foundation (the “Foundation”) also adopted a resolution to exercise its powers in the Town and authorized a cooperation agreement under Section 392.059(a) to facilitate acquisition, development, and construction of a multifamily housing development for tenants on low and moderate income that will be located at 902 W. Eldorado Pkwy, Little Elm, TX 75068 and within Denton County, Texas (the “Development”); and

WHEREAS, the Foundation has formed THF Public Facility Corporation, a public facility corporation under Section 303 Tex. Local Gov’t Code (the “PFC”), for purposes of, among other things (a) acquiring, constructing, rehabilitating, renovating, repairing, equipping, furnishing and placing in service public facilities and (b) issuing bonds on the behalf of the Foundation to finance the costs of public facilities;

NOW, THEREFORE, the parties hereto, the Town, and the Foundation agree as follows:

Section 1: Cooperation Agreement. The Town and the Foundation agree to cooperate to allow the Foundation or the PFC acting on behalf of the Foundation, to provide housing for lower income persons in the Town for the Development, consistent with the provisions below.

Section 2: Housing Development Authorization; Bond Issuance. The Foundation, is authorized to exercise its powers under the Tex. Local Gov’t. Code, Chapter 392, to finance, plan undertake, or operate a the Development in the Town as provided in this Agreement. The PFC is hereby authorized to exercise any powers under Tex. Local Gov’t Code, Chapter 303 on behalf of the Foundation in connection with the financing and operation of the Development in the Town, including but not limited to, issuing tax-exempt or taxable bonds to finance the costs of the Development.

Section 3: Ownership. The Foundation, or the PFC acting on behalf of the Foundation, is authorized to acquire land, develop site improvements, and construct buildings for the Development within the territorial boundaries of the Town, and to operate and manage such development for the benefit of lower income residents of the Town.

Section 4. Annual Reports. The Foundation shall submit within 120 days after the end of its fiscal year a report to the Mayor of the Town describing the housing and services operation undertaken for the benefit of lower income residents of the Town and other activities of the Foundation in the Town.

Section 5. Preservation of Authority. No applicable provision or intention in this cooperation agreement limits the authority or power of the Town to exercise its powers under any law. No provision or intention in this cooperation agreement limits the authority or power of the Foundation to exercise its powers under the Texas Housing Authorities Law, Tex. Local Govt. Code, Chapter 392, to finance, plan, undertake, construct, or operate the Development under this Cooperation Agreement or in the area of operation of the Foundation defined in Tex. Local Govt. Code 392.013.

Section 6. Implementation. The Mayor of the Town and the President of the Foundation are authorized to take any reasonable and necessary action to effectuate and implement the direction and intention of this cooperation agreement and the authorizing resolutions.

Agreed this ____ day of _____, 2022.

Town of Little Elm, Texas

By: Curtis J. Cornelious, Mayor

Texas Housing Foundation

By: Mark Mayfield, President

Attest:

Town Secretary, Caitlan Biggs



Date: 03/15/2022
Agenda Item #: 8. D.
Department: Finance
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Present, Discuss, and Consider Action to **Accept the Town's Independent Audit Report and the Annual Comprehensive Financial Statement and Federal Single Audit Report for the Fiscal Year ended September 30, 2021.**

DESCRIPTION:

Chapter 103 of the Texas Local Government Code requires that an independent audit be conducted annually. The audit of the Town's financial statements is conducted by an independent and certified public accounting firm. Town staff is responsible for the completeness and accuracy of the annual financial statements and the Annual Comprehensive Financial Report. Staff plans to submit an electronic Annual Comprehensive Financial Report to the Government Finance Officers Association in consideration for the Certificate of Achievement for Excellence in Financial Reporting.

The Town's financial statements have been audited by the independent audit firm of Weaver and Tidwell, L.L.P. The purpose of this item is to hear the report of the independent auditor and to present an overview of the financial statements.

A printed copy of the Annual Comprehensive Financial Report will be provided to the Town Council under a separate cover. These will include the following:

- Annual Comprehensive Financial Report for the fiscal year ended September 30, 2021
- Communication with those charged with Governance September 30, 2021
- Federal Single Audit Report year ended September 30, 2021

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends acceptance.



Date: 03/15/2022
Agenda Item #: 8. E.
Department: Finance
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Present, Discuss, and Consider Action to **Accept the Town's "Financial Highlights" for the Fiscal Year ended September 30, 2021.**

DESCRIPTION:

Town staff is excited to present our third annual Town of Little Elm's Financial Highlights Report also known as the Popular Annual Financial Report (PAFR) for the Fiscal Year ended September 30, 2021. This has been developed by Town staff in an effort to provide a snapshot of the Town's financial performance and major initiatives as well as an overview of financial, economic, and demographic trends. Above all, it is designed to present a more easily understandable financial report.

A printed copy of the Financial Highlights Report will be provided to Town Council under a separate cover. The distribution method for this report, outside of Town Council and management, will be through the Town's website. Town staff will be moving forward every year in presenting a Financial Highlights report as it relates to the prior audited fiscal year.

The Finance team received recognition from the Government Finance Officers Association for last year's PAFR report in earning the Award of Outstanding Achievement in Popular Annual Financial Reporting. Staff plans to resubmit for consideration the Town's 2021 PAFR report for such recognition again.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends acceptance.

A YEAR OF LOOKING FORWARD



FINANCIAL HIGHLIGHTS

Town of Little Elm, Texas | Fiscal Year ended September 30, 2021

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Economic Outlook

DEAR LITTLE ELM RESIDENTS,

I am pleased to present the Town of Little Elm Popular Annual Financial Report (PAFR) for the fiscal year (FY) ended September 30, 2021. The purpose of the report is to provide a snapshot of the Town's financial performance and major initiatives as well as an overview of financial, economic, and demographic trends. Above all, it is designed to present a more easily understandable financial report. It also represents the Town's ongoing commitment to keep the Town of Little Elm residents informed about the Town's finances and to be accountable in all aspects for the receipt and expenditures of public funds.

The financial information contained in this report has been derived from the FY 2020-2021 Town of Little Elm Annual Comprehensive Financial Report (ACFR), both of which are located on the Town's website, www.littleelm.org/95/Annual-Financial-Report. The ACFR is comprised of approximately 130 pages of detailed financial statements, notes, schedules, and reports as required by Generally Accepted Accounting Principles. For financial reporting purposes, the Town of Little Elm Economic Development Corporation and Community Development Corporation is presented as discretely blended component units of the Town of Little Elm's primary government. Blended component units are legally separate entities that provide services that function almost entirely for the primary government and for the benefit of the Town. The ACFR was audited by Weaver and Tidwell, L.L.P., and received an unqualified ("clean") opinion.

The PAFR, which was prepared by the Town of Little Elm Finance office, summarizes the financial activities of the primary government of the Town of Little Elm. The reports and statements contained in the PAFR condense and simplify the Town's FY 2020-2021 ACFR for all of the Town's funds. The information in this report is unaudited, and not in accordance with Generally Accepted Accounting Principles due to the condensed and simplified presentation and absence of notes to the financial statements as presented in the Town's ACFR.

The Town of Little Elm provides a wide range of municipal services, including fire and police protection, emergency medical services, construction and maintenance of streets and other infrastructure, a multitude of recreational and cultural events throughout the year, and library services. The Town also provides water, sewer, drainage, and solid waste services to its residents and operates its own sewer treatment facility. Additional detailed financial information on these operations may be found in the Town's ACFR in Notes 1 within the notes section to the financial statements.

As you review our PAFR, I invite you to share any questions, concerns, or recommendations you may have. Those seeking a deeper understanding of the Town's finances are encouraged to review a copy of the Town's ACFR. Questions concerning any data provided in the PAFR or requests for additional financial information should be addressed to the Town of Little Elm's Finance Office, 100 West Eldorado Parkway, Little Elm, Texas 75068, or by visiting the Town's website at www.littleelm.org/96/Finance-Department.

Sincerely,



MATT MUELLER
Town Manager

MAYOR & COUNCIL



From left to right: Jamell T. Johnson, Place 1; Tony Singh, District 2; Neil Blais, Mayor Pro Tem/District 3; Mayor Curtis J. Cornelious; Lisa G. Norman, District 4; Jeremy Lukas, District 5; Michael McClellan, Place 6

Integrity • Customer Service • Efficiency • Innovation

VISION

The Town of Little Elm is a distinct and desirable lakeside destination for all people to live and play while enjoying a safe, vibrant, and welcoming community.

MISSION

Build on our unique lake opportunities and hometown charm, encourage diverse housing options and business opportunities, and provide an unmatched quality of life.

STRATEGIC GOALS

Provide a safe and welcoming environment for Little Elm residents and visitors | Ensure strong relationship within the community and region | Maximize community recreation and leisure activities | Maintain operational integrity and viability | Promote and expand Little Elm's identity | Ensure excellence in public services while keeping up with the growth in the community |

LITTLE ELM: BY THE NUMBERS

48,910

POPULATION

326

TOWN EMPLOYEES

66

**MILES OF
SHORELINE**

22.7

**SQUARE
MILES**



78
**SWORN
OFFICERS**

42,715
**CALLS FOR
SERVICE**



**PUBLIC
WORKS**



\$3.5
BILLION
**RESIDENTIAL
VALUATIONS**

3
**FIRE
STATIONS**

5,322
**CALLS FOR
SERVICE**



3,000+
SIGNS

184
MILES OF STREET

992.5
MILLION

**GALLONS OF
WASTEWATER
TREATED**

12,390
WATER CUSTOMERS

\$448
MILLION
**MULTIFAMILY
VALUATIONS**

\$485
MILLION
**COMMERCIAL
VALUATIONS**

1,370
PERMITS ISSUED

**ECONOMIC
INDICATORS**

3.9%
UNEMPLOYMENT RATE

\$42,368
PER CAPITA INCOME

\$293,403
MEDIAN HOME VALUE

**PARKS &
RECREATION**

8
PARKS

7
LARGE EVENTS

25,000
**SQUARE-FOOT
RECREATION CENTER**

42,000
**SQUARE-FOOT
AQUATIC PARK**



**OUR
TEAM
MEMBERS**

32
**TENURE
MILESTONES**

31
**PEOPLE
PROMOTED**

5
**ANNUAL
AWARDS**

10
**VIRTUAL
EVENTS**

STATEMENT IN NET POSITION

This represents all of the Town's assets and liabilities with the differences reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether or not the financial position of the Town is improving or deteriorating. The statement of net position combines and consolidates governmental and business-type current financial resources with capital assets and long-term obligations.

<i>\$ in Thousands</i>	Governmental Activities		Business-Type Activities		Totals	
	2021	2020	2021	2020	2021	2020
Current assets	\$ 60,332	\$ 47,326	\$ 31,484	\$ 27,142	\$ 91,816	\$ 74,468
Restricted assets	63,423	16,138	9,277	862	72,700	17,000
Capital assets, net	223,994	208,302	81,935	81,079	305,929	289,381
Total assets	347,749	271,766	122,696	109,083	470,445	380,849
Deferred outflows of resources	3,342	2,994	892	888	4,234	3,882
Current liabilities	6,870	8,298	2,503	2,574	9,373	10,872
Long-term liabilities	80,030	68,789	45,846	39,614	125,876	108,403
Total liabilities	86,900	77,087	48,349	42,188	135,249	119,275
Deferred inflows of resources	1,112	1,143	102	111	1,214	1,254
Net investment in capital assets	171,316	157,700	46,431	44,191	217,747	201,891
Restricted	60,716	15,434	4,705	4,376	65,421	19,810
Unrestricted	31,046	23,395	24,001	19,105	55,047	42,500
Total net position	\$ 263,078	\$ 196,529	\$ 75,137	\$ 67,672	\$ 338,215	\$ 264,201

GOVERNMENTAL ACTIVITIES

\$31.046
MILLION

**UNRESTRICTED
NET POSITION**

BUSINESS-TYPE ACTIVITIES

\$24.001
MILLION

CHANGES IN NET POSITION

**\$74.014
MILLION**

**INCREASE IN
TOTAL NET POSITION**

The Town continues to manage and plan for the continued growth as a result of a strong economy in the Dallas Fort Worth area. New development is guided by design guidelines, a 2017 Comprehensive Plan, a Strategic Plan, and a Capital Improvement Plan. The Little Elm Economic Development Corporation continues its work in attracting high-quality businesses to Little Elm in order to increase both the tax base and local employment. The Town continues to benefit from other favorable conditions associated with a desirable location for people to live and play.

Most of the increase in total net position is largely in part due to capital grant contributions related to the activity in the Public Improvement Districts.

GOVERNMENTAL ACTIVITIES



Governmental activities finance most of the Town's services such as general administrative services, fire, police, development services, street construction and repair, and community development. Examples of these activities are:

- Property Tax
- Sales Tax
- Franchise and Impact Fees
- Building Permits

BUSINESS-TYPE ACTIVITIES



Business-Type Activities pay for services such as water, sewer, drainage, solid waste, and utility billing by charging user fees. Examples of these activities are:

- Resident & Commercial Utility Bills
- Impact fees

PROPERTY VALUES

7.01%

CERTIFIED PROPERTY VALUATIONS INCREASE

New construction is attributed to \$262 million added to the tax roll which includes improvements and personal property. The Town is primarily a bedroom community, which has a great attraction of being located on Lewisville Lake with over 66 miles of shoreline. The lake draws significant attention from visitors throughout the DFW area.



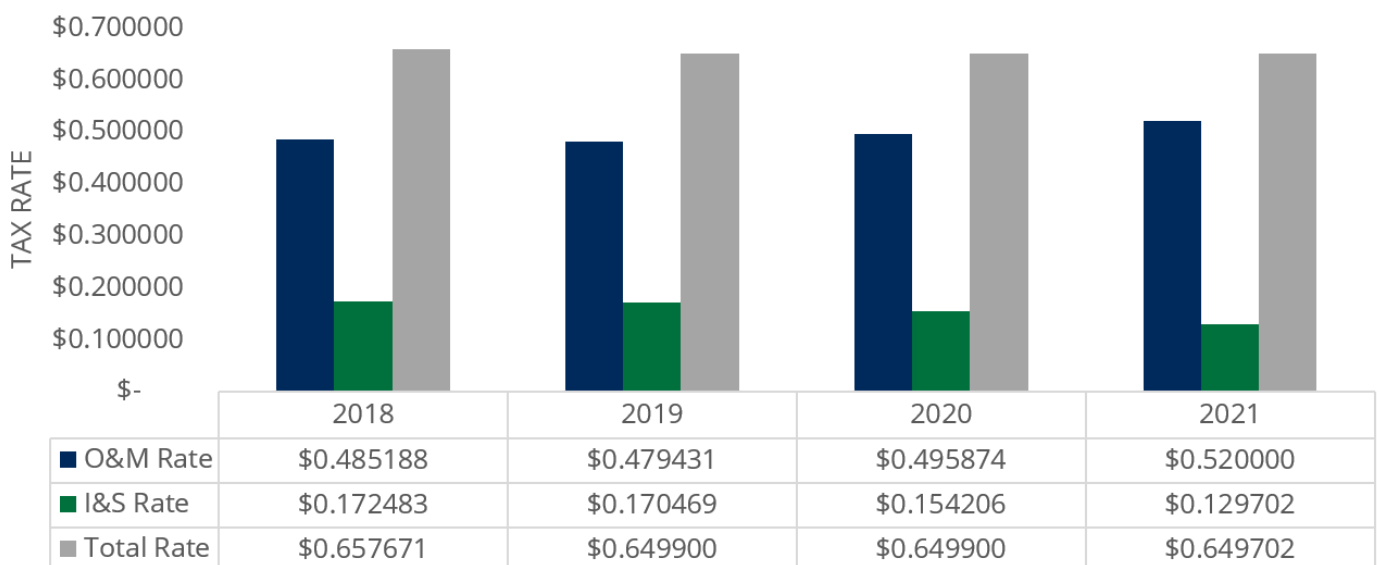
The Town has maintained significant growth. Certified property valuations increased by \$286 million or 7.01% for FY 2020-2021, from \$4.08 billion to \$4.37 billion.

FY 2021 TOWN TAX RATE

The Operations & Maintenance (O&M) portion of the Town's tax rate pays for daily operations of the Town such as personnel, supplies, and maintenance costs. The Debt Service (I&S) portion of the tax rate pays for the Town's obligation for debt that has been issued for infrastructure improvements.



TAX RATE HISTORY BY TAX YEAR



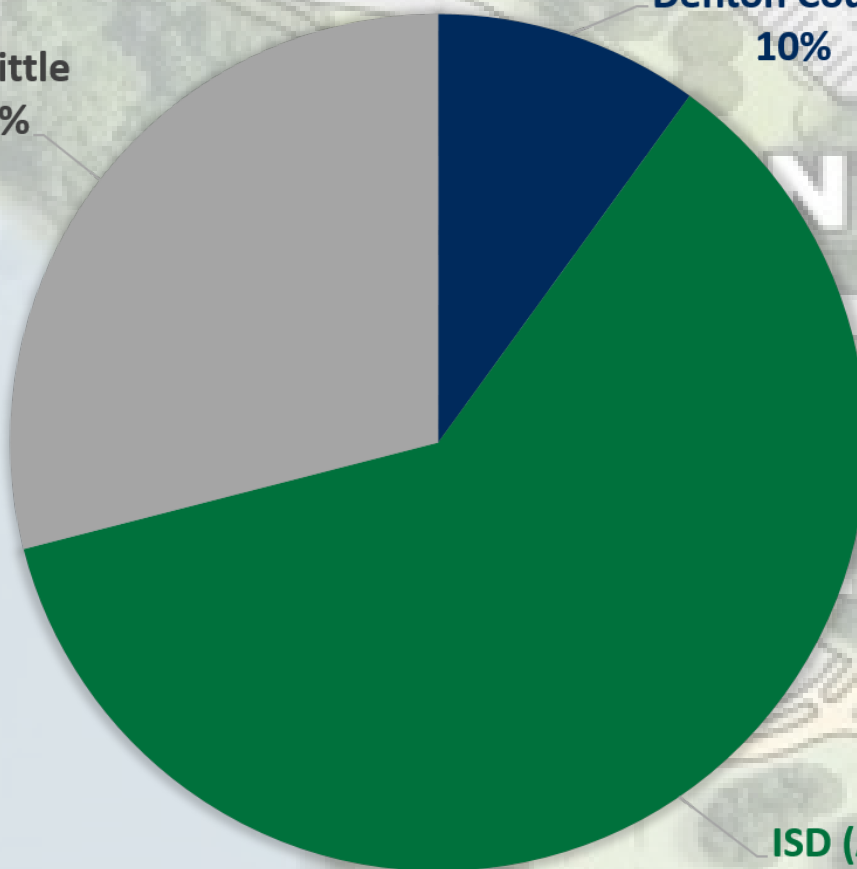
AVERAGE RESIDENTIAL TAX BILL BY TAXING ENTITY

A common question the Town receives is "Where do my taxes go?" A resident's total tax bill consists of three taxing entities: the Town, Denton County, and one of three school districts. Each entity has its own tax rate. Below is a breakdown of the tax bill for the average taxable single home value (\$293,403) that includes the average of the three school districts' tax rates.

Soft
Trail
Town of Little
Elm, 29%

Denton County,
10%

ISD (Average),
61%



SALES TAX DOLLAR DISTRIBUTION

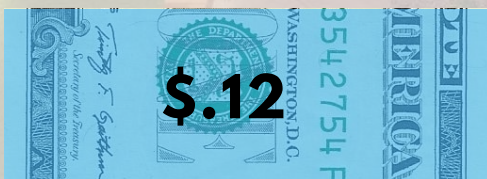
The State of Texas sales tax rate is 6.25 % and is added to the 2% Town's sales tax rate that is levied on all taxable sales within the Town. Below demonstrates how each sales tax dollar is split and the distribution of the Town's 2% sales tax rate.



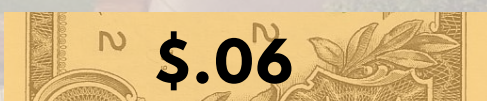
8.25%

TOTAL SALES
TAX RATE

6.25% STATE



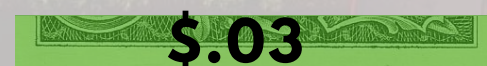
1% GENERAL FUND



.5% ECONOMIC DEVELOPMENT CORPORATION



.25% STREET MAINTENANCE



.25% COMMUNITY DEVELOPMENT CORPORATION

SALES TAX BY INDUSTRY

The top four industries providing sales tax to the Town of Little Elm are:



PENSION

The Town participates as one of 895 member cities in the nontraditional, joint contributory, hybrid defined benefit pension plan administered by the Texas Municipal Retirement System (TMRS). TMRS is an agency created by the State of Texas and administered in accordance with the TMRS act, Subtitle G, Title 8, Texas Government Code as an agent multiple-employer retirement system for municipal employees in the State of Texas. TMRS issues a publicly available comprehensive annual financial report that can be obtained at www.TMRS.org.

87.74%

FUNDED PENSION

TOWN RECOGNIZED PENSION EXPENSE OF \$2,936,801

ACTUARIAL ASSUMPTIONS

2.50%

PER YEAR
INFLATION

3.50% - 11.5%

PER YEAR
OVERALL PAYROLL GROWTH

6.75%

NET OF PENSION
PLAN INVESTMENT
EXPENSE, INCLUDING
INFLATION
INVESTMENT RATE OF
RETURN

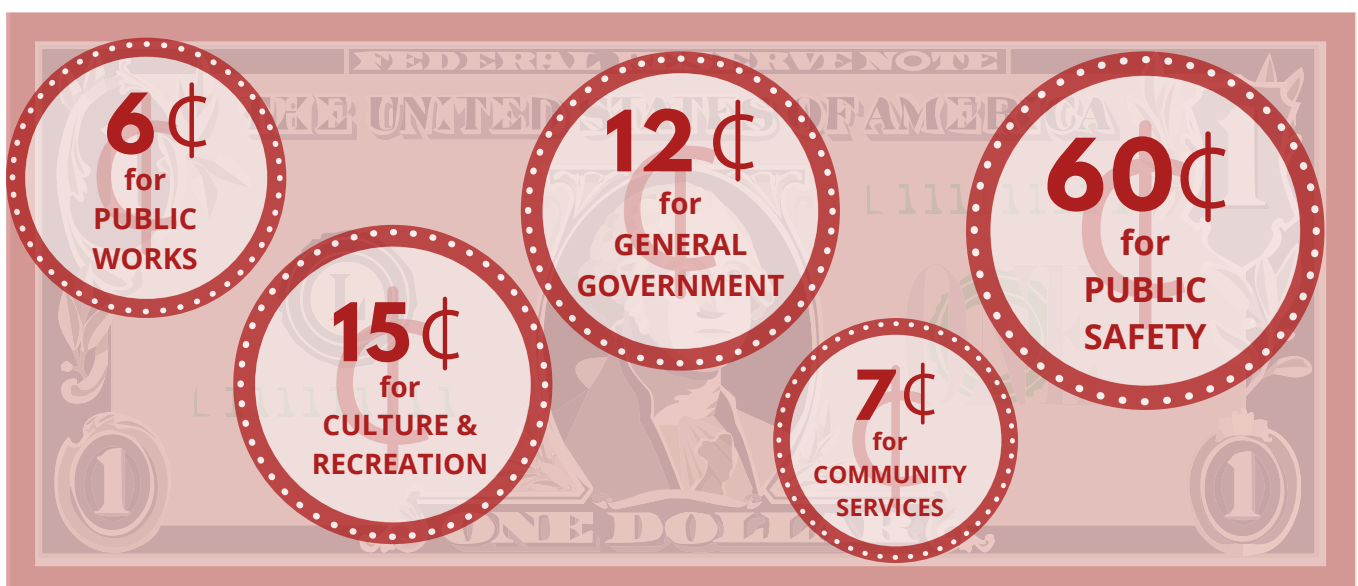
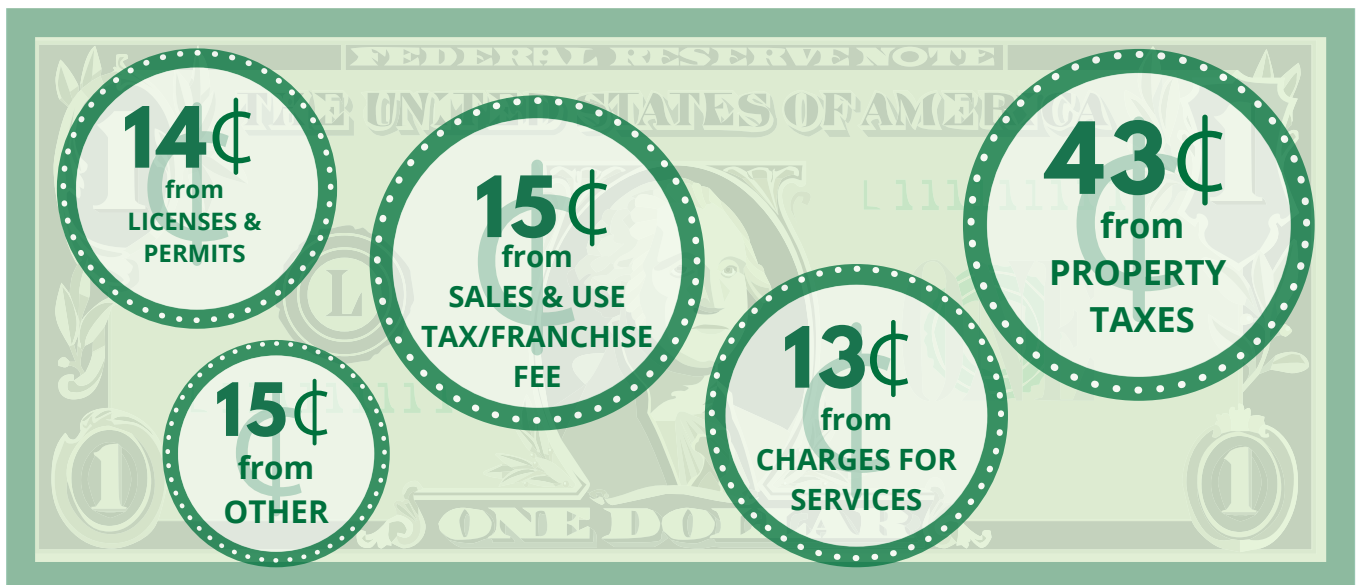
24

YEARS
REMAINING
AMORTIZATION
PERIOD

Balance		
12/31/2019		\$5,828,008
Changes for the year:		
Service Cost	3,772,041	
Interest	3,087,959	
Difference between expected and actual experience	775,209	
Contributions	(4,289,649)	
Net investment income	(2,924,215)	
Administrative expense	18,855	
Other charges	735	
Net Changes	440,935	
Balance at 12/31/2020		\$6,268,943

REVENUES & EXPENDITURES SUMMARY

The Town of Little Elm maintains a General Fund that reflects the Town's basic services, including public safety, public works, parks maintenance, development services, general government, etc. The chart below displays General Fund results for Fiscal Year 2021 in cents to provide an easy to understand summary of activity (e.g. Property Taxes make up 43 cents of every \$1 received; Public Safety accounts for 60 cents of every \$1 spent; etc.)



GENERAL FUND

The General Fund is the primary operating fund for Town services. It is used for all activities, except those legally or administratively required to be accounted for in other funds.

REVENUE

	2021	2020	2019	2018	2017
Property Taxes	21,863,208	19,736,243	17,419,782	15,759,245	13,940,325
Sales Taxes	5,682,175	4,818,560	4,085,873	3,793,815	3,327,049
Franchise Taxes	2,223,898	2,221,541	2,225,697	2,292,074	2,078,753
Licenses and Permits	6,738,298	3,807,739	3,494,513	4,105,031	4,501,472
Charges for Services	6,482,424	3,619,666	4,398,501	3,797,275	3,169,497
Intergovernmental	6,226,278	5,005,745	1,158,889	518,461	806,708
Investment Income	154,469	425,055	629,050	327,787	139,061
Fines, Fees, and Warrants	757,765	823,427	813,047	765,229	653,524
Miscellaneous	308,265	160,550	300,041	375,998	355,872
	50,436,780	40,618,526	34,525,393	31,734,915	28,972,261

EXPENDITURES

	2021	2020	2019	2018	2017
General Government	4,858,140	4,610,819	4,171,885	4,052,008	3,941,541
Public Safety	24,525,046	20,990,799	18,243,219	15,773,178	12,851,040
Public Works	2,534,943	2,474,534	3,678,222	3,232,957	2,546,491
Community Services	2,848,464	2,772,783	2,635,371	2,519,977	2,275,030
Culture and Recreation	5,917,115	4,243,591	4,315,131	3,952,086	3,553,251
	40,683,708	35,092,526	33,043,828	29,530,206	25,167,353

UNASSIGNED FUND BALANCE *total does not include transfers and other financing sources

The unassigned fund balance is an indication of the amount of available resources the Town has at a point in time to fund emergencies, shortfalls, or other unexpected needs. In this analysis, only the General Fund information is reported. The Town's financial goal is to achieve and maintain an unassigned fund balance in the General Fund equal to 25% of budgeted expenditures. The remaining funds are used to stabilize the Town's budget over the coming years as we address our tremendous growth.

73%

**UNASSIGNED FUND
BALANCE**

GENERAL FUND (CONT.)

REVENUE

The General Fund saw an increase in property taxes and sales tax collections over last year. This is primarily due to increased property values and new growth within Little Elm. This, in turn, brings in more tax revenue to the Town that supports services. The Town also approved a new development known as Spiritas Ranch that will bring 2,100 homes into the community. The Town reported an increase in building permit revenue of 89% over last year. This and the growth in the community is a strong indicator that the economy is recovering from COVID.

The Town implements a five-year financial plan that allows the Town to look forward in order to meet the growth and service needs of the Town. The Town still continues to be conservative in revenue projections, however, the Town was able to lower the property tax rate to the community while increasing services for Public Safety, Parks and Recreation, and Public Works. Due to the strong reserves, forward planning, significant ongoing development, and conservative budgeting efforts, the Town received an increase in our bond rating from S&P and Moody's. This means the Town is able to issue future debt at a lower cost to the citizens which in turn helps reduce the property tax rate related to debt.

Another significant revenue stream the Town received to assist in unforeseen COVID-related expenditures was the American Recovery Act Program that the federal government presented to municipalities. The Town has been allotted over \$4.2 million that helps respond to public health and economic conditions.

EXPENDITURES

While the Town saw increases over last year's expenditures, the General Fund budget to actual shows significant cost savings which in turn is rolled into Fund Balance. With the future five-year financial plan, the Town is planning to draw down Fund Balance to provide more services due to growth and response to services needed within the Town. In alignment with its core value of innovation, the Town has continued to provide services in a virtual state, i.e. virtual court, online registrations, and permit applications.

DEFINITION OF KEY TERMS

GENERAL FUND REVENUES

CHARGES FOR SERVICES	Includes all revenues collected on services provided through the General Fund, such as plan review fees, special events, facility rentals, and parks and recreation fees.
FINES, FEES, & WARRANTS	Includes all court fines and fees, contractor and construction fees, alarm fees, development application fees, zoning fees, and copying fees.
FRANCHISE TAXES	Includes fees assessed for private use of public property.
INTERGOVERNMENTAL	Activities of two or more governments providing assistance for a program.
INVESTMENT INCOME	Revenue earned from the Town's investment portfolio.
LICENSES & PERMITS	Includes permits and licenses required by the Town including occupational licenses, plumbing, building, electrical, fire permits, temporary certificate of occupancy, and sign permits.
MISCELLANEOUS	Items that are not covered by any of the aforementioned categories.
PROPERTY TAXES	Property Taxes are based on the appraised values provided by Denton County Central Appraisal District. Taxes are levied by October 1 of each year. Unpaid property taxes become delinquent on February 1 of the following year. Penalty and interest is levied throughout the year. Under state law, property taxes levied on real property constitute a lien on the real property which cannot be forgiven without specific approval of the State Legislature. The lien expires at the end of twenty years. Taxes levied on personal property can be deemed uncollectible by the Town.
SALES & USE TAXES	Of the two percent sales tax on taxable sales within the Town, one cent is recorded as revenue in the General Fund. Use tax is if you have purchased items for use in Texas from retailers who do not collect Texas sales tax, you owe Texas use tax on those items. Use tax is paid by the buyer when the Texas sales tax has not been collected by the seller. This includes purchases made from out-of-state retailers whether by mail order, catalog, television shopping networks, radio, Internet, phone, or in person.

GENERAL FUND EXPENDITURES

COMMUNITY SERVICES	Makes up the building permits and safety division, community integrity that monitors code violations, and provides GIS interactive maps for the Town. Also this area provides planning, zoning, and engineering services for the Town.
CULTURE & RECREATION	Dedicated to the development of well-maintained parks, municipal facilities, view and natural open spaces, as well as promoting exceptional recreation and leisure activities.
GENERAL GOVERNMENT	Includes Town Council, Town Manager, Finance, Information Technology, Human Resources, Marketing, and Town Secretary offices.
PUBLIC SAFETY	Expenditures within the funds that supports the safety of our residents, such as police, fire, animal services, and municipal court.
PUBLIC WORKS	Street rehabilitation and resurfacing, and upkeep with the streets, sidewalks, and signage.

LONG-TERM DEBT

What exactly is bond financing? Bond financing is a type of long-term borrowing that the Town uses to raise money, primarily for long-lived infrastructure assets. The Town obtains money by selling bonds to investors. In exchange, the Town promises to repay this money, with interest, according to specific schedules. For tax-exempt issuances, the interest the Town has to pay investors on the bonds it uses for public infrastructure is exempt from their federal income tax, which make the Town's interest cost on the bonds less than it would be otherwise.

	GOVERNMENTAL ACTIVITIES		BUSINESS-TYPE ACTIVITIES		TOTALS		% OF CHANGE
	2021	2020	2021	2020	2021	2020	
Compensated absences	3,102	2,882	276	271	3,378	3,153	7.14%
Bonds	66,600	57,205	42,285	36,785	108,885	93,990	15.85%
Bond premium on issuance	4,111	2,772	2,298	1,492	6,409	4,264	50.30%
Tax Notes	-	250	-	-	-	250	-100.00%
Notes Payable	-	-	400	500	400	500	-20.00%
Total Pension Liability	5,728	5,300	541	528	6,269	5,828	7.57%
Total OPEB Liability	489	380	46	38	535	418	27.99%
Total (Thousands)	80,030	68,789	45,846	39,614	125,876	108,403	16.12%

In 2021, the Town issued the 2021 Certificates of Obligations in the amount of \$21.765 million. The Government recorded \$13.605 million for the 2021 Certificates and the Business-Type recorded \$8.160 million.

What is a credit rating? Credit ratings are important because they define the universe of buyers for the debt obligations, the price that will be paid to obtain credit, and they heavily influence how much it costs to borrow the cash required to support the capital program. The Town has the second highest credit rating, AA+, from Standard & Poor's. This allows the Town to borrow at lower interest rates and to save taxpayers' money.

LONG-TERM DEBT

At fiscal year-end, the Town had \$126 million in long-term debt outstanding which represents a \$17.5 million or 16% increase from the prior year.*

BONDS, CERTIFICATES OF OBLIGATIONS: GOVERNMENTAL ACTIVITIES

Series Bonds and Obligations	Original Date	Final Maturity	Total
2012A GO	6/2012	9/2027	1,210
2012 GO Refunding	6/2012	8/2024	480
2013 CO	6/2013	8/2028	3,990
2013A CO	6/2013	8/2033	2,060
2014 GO Refunding	6/2014	8/2029	1,180
2015 CO	6/2015	8/2036	7,685
2016 GO Refunding	6/2016	8/2027	3,805
2018 CO	8/2018	8/2038	11,370
2019 CO	6/2019	2/2039	6,135
2019 GO Refunding	6/2019	8/2029	6,170
2020 GO Refunding	6/2020	8/2030	5,005
2020 CO	6/2020	2/2040	3,905
2021 CO	8/2021	8/2041	13,605
\$ in Thousands			\$ 66,600

BONDS, CERTIFICATES OF OBLIGATIONS: BUSINESS-TYPE ACTIVITIES

Series Bonds and Obligations	Original Date	Final Maturity	Total
2012 CO	6/2012	8/2027	2,750
2012 GO Refunding	6/2012	8/2024	875
2013 GO Refunding	6/2013	9/2025	1,245
2014 GO Refunding	6/2014	9/2029	1,485
2016 CO	6/2016	8/2036	6,265
2017 CO	6/2017	8/2037	9,850
2017 GO Refunding	6/2017	9/2025	11,655
2021 CO	8/2021	8/2041	8,160
\$ in Thousands			42,285

*Due to issuance of 2021 CO - \$21.76 million

ECONOMIC OUTLOOK

This chart reflects the actual amount of sales tax received for the last five fiscal years ending September 30, 2021. The sales tax revenues collected for 2022 thus far has shown a significant increase compared to prior years due to local shopping and increased economic development coming online. The Management Discussion & Analysis (MD&A) of the Town's ACFR provides more information on our economic growth.

