LITTLE ELM

REGULAR MEETING
OF THE TOWN COUNCIL

Tuesday, May 16, 2023
6:00 PM
Little Elm Town Hall
100 W Eldorado Parkway, Little Elm, TX 75068

1. **Roll Call/Call to Order Regular Town Council Meeting.**

   A. Invocation.

   B. Pledge to Flags.

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 551.007, Texas Government Code.

3. **Presentations.**

   A. Present a **Proclamation Declaring May 14 through 20, 2023 as Police Week.**

   B. Present a **Proclamation Declaring May 21 through 27, 2023 as Public Works Week.**

   C. Present a **Proclamation Declaring May 20 through 26, 2023 as Safe Boating Week.**

D. **Recognition of Outgoing Council Members.**

4. **Regular Items.**

A. Present, Discuss and Consider Action on **Resolution No. 0516202301 Canvassing the Returns and Declaring the Results of a General Election held on Saturday, May 6, 2023, for the Following Purposes: Elect One (1) Town Council Member from Place 5 for a Three (3) Year Term; Elect One (1) Town Council Member from Place 6 for a Three (3) Year Term; Making Other Declarations and Finding Other Matters in Connection with the Said Elections as Set Forth Herein; Finding that All Matters Set Forth Herein are True and Correct; and Providing for an Immediate Effective Date.**

B. Present the **Certificate of Election and Administer the Statement of Officer and Oath of Office for Andrew Evans, Council Member Place 5.**

C. Present the **Certificate of Election and Administer the Statement of Officer and Oath of Office for Michel Hambrick, Council Member Place 6.**

5. **Consent Agenda**

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

A. Consider Action to Approve the **Minutes from the May 2, 2023 Regular Council Meeting.**

B. Consider Action to Approve **Resolution No. 0516202302 regarding the Appointment of the Town of Little Elm Planning & Zoning Commission as the Capital Improvements Advisory Committee.**

C. Consider Action to Approve the **Wood Family Dog Park Expansion Agreement, including the Donation of Funds.**

D. Consider Action to Approve an **Interlocal Cooperation Contract between the Texas Parks and Wildlife Department (TPWD) and the Town of Little Elm, Texas for the proposed "Town of Little Elm Kayak Launch".**

E. Consider Action to Approve the **Release and Abandonment of Existing Easements located within proposed Phase 9 of the Union Park Subdivision.**

6. **Regular Items.**

A. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1709 Regarding a Request to Rezone Approximately 4.13 Acres of Land, Currently Zoned as Light Commercial (LC), Generally Located at 26784 E. University Drive, within Little Elm's Town Limits, in Order to Establish a New Planned Development District Based on Light Commercial (LC) District Requirements with Modified Uses and Development Standards to Allow for New Commercial Development with Auto Repair Focusing on Electrical Vehicles.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1709:

B. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Matthew Rinker with Buckman Partnership LTD.**

C. Present, Discuss, and Consider Action to Approve a **Development Agreement Amendment between the Town of Little Elm and Denton Independent School District.**

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

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

8. **Reconvene into Open Session**

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

- COVID-19 Pandemic and the Town's response thereto, including the consideration of an emergency declaration ordinance.
- Section 551.071 for private consultation with the Town Attorney to discuss the COVID-19 pandemic and municipal authority to respond to the COVID-19

outbreak and to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.

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

9. **Adjourn.**

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

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

Respectfully,

Town Secretary

This is to certify that the above notice was posted on the Town's website this 12th day of May 2023 before 5:00 p.m.

Date:	05/16/2023
Agenda Item #:	3. 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 Declaring May 14 through 20, 2023 as Police Week.**

DESCRIPTION:

Mayor Cornelious will present a proclamation declaring May 14 through 20, 2023 as Police Week.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Attachments

2023 Police Week Proclamation

LITTLE ELM

Proclamation

WHEREAS, Police Officers of the Little Elm Police Department stand watch over our residents, selflessly risking their lives to protect individuals, families, neighborhoods, and property against crime; and

WHEREAS, it is important that all residents recognize the duties, responsibilities, hazards, and sacrifices of local law enforcement agencies; and

WHEREAS, Monday, May 15, 2023, is observed Nationally as Peace Officers Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty; and

WHEREAS, the Little Elm Police Department, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered dedicated service to the community.

NOW, THEREFORE, we declare the week of May 14 through 20, 2023 as **Police Week** and hereby publicly salute the service of law enforcement officers in our community.

Given under my hand and Seal of the Town of Little Elm, Texas, this 16th day of May, 2023.

_____

Curtis J. Cornelious, Mayor of Little Elm

Date:	05/16/2023
Agenda Item #:	3. B.
Department:	Administrative Services
Strategic Goal:	Ensure excellence in public services while keeping up with the growth in the community
Staff Contact:	Kate Graham, Assistant to the Town Manager

AGENDA ITEM:

Present a **Proclamation Declaring May 21 through 27, 2023 as Public Works Week.**

DESCRIPTION:

Mayor Cornelious will present a proclamation declaring May 21 through 27, 2023 as Public Works Week.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Attachments

2023 Public Works Week Proclamation

LITTLE ELM

Proclamation

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, wastewater, streets, storm water, fleet, and solid waste collection; and

WHEREAS, the health, safety, and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, are vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform.

NOW, THEREFORE, we declare the week of May 21 through 27, 2023 as **Public Works Week** and call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

Given under my hand and Seal of the Town of Little Elm, Texas, this 16th day of May, 2023.

_____

Curtis J. Cornelious, Mayor of Little Elm

Date:	05/16/2023
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 a **Proclamation Declaring May 20 through 26, 2023 as Safe Boating Week.**

DESCRIPTION:

Mayor Cornelious will present a proclamation declaring May 20 through 26, 2023 as Safe Boating Week.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Attachments

2023 Safe Boating Week Proclamation

LITTLE ELM

Proclamation

WHEREAS, for over 100 million Americans, boating continues to be a popular recreational activity; and

WHEREAS, safe boating begins with preparation. The Coast Guard estimates that human error accounts for most boating accidents and that life jackets could prevent nearly 83 percent of boating fatalities. Through basic boating safety procedures – carrying lifesaving emergency distress and communications equipment, wearing life jackets, attending safe boating courses, participating in free boat safety checks, and staying sober when navigating – we can help ensure boaters on America's coastal, inland, and offshore waters stay safe throughout the season; and

WHEREAS, Little Elm is a lakeside destination where many residents and visitors participate in boating activities; and

WHEREAS, on average, 650 people die each year in boating-related accidents in the U.S.; 75 percent of these are fatalities caused by drowning; and

WHEREAS, the vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment or environmental factors; and

WHEREAS, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets.

NOW, THEREFORE, we declare the week of May 20 through 26, 2023 as **Safe Boating Week** and bring attention to important life-saving tips for recreational boaters so that they can have a safer, more fun experience out on the water throughout the year.

Given under my hand and Seal of the Town of Little Elm, Texas, this 16th day of May, 2023.

_____

Curtis J. Cornelious, Mayor of Little Elm

Date:	05/16/2023
Agenda Item #:	4. A.
Department:	Administrative Services
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Present, Discuss and Consider Action on **Resolution No. 0516202301 Canvassing the Returns and Declaring the Results of a General Election held on Saturday, May 6, 2023, for the Following Purposes: Elect One (1) Town Council Member from Place 5 for a Three (3) Year Term; Elect One (1) Town Council Member from Place 6 for a Three (3) Year Term; Making Other Declarations and Finding Other Matters in Connection with the Said Elections as Set Forth Herein; Finding that All Matters Set Forth Herein are True and Correct; and Providing for an Immediate Effective Date.**

DESCRIPTION:

On Saturday, May 6, 2023, the Town of Little Elm held a General Election to elect a Council Member for Place 5 for a three-year term and a Council Member for Place 6 for a three-year term.

Below is a summary of the results. The complete results are listed in the attached Resolution.

Place 5:
Andrew Evans - 572
Nick Musteen - 235

Place 6:
Michel Hambrick - 1,235
Michael McClellan - 995

BUDGET IMPACT:

There is no budget impact associated with this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Resolution No. 0516202301
Canvass Reports

TOWN OF LITTLE ELM, TEXAS

RESOLUTION NO. 0516202301

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS CANVASSING THE RETURNS AND DECLARING THE RESULTS OF A GENERAL ELECTION HELD ON SATURDAY, MAY 6, 2023, FOR THE FOLLOWING PURPOSES: ELECT ONE (1) TOWN COUNCIL MEMBER FOR PLACE 5 FOR A THREE (3) YEAR TERM; ELECT ONE (1) TOWN COUNCIL MEMBER FOR PLACE 6 FOR A THREE (3) YEAR TERM; MAKING OTHER DECLARATIONS AND FINDING OTHER MATTERS IN CONNECTION WITH THE SAID ELECTIONS AS SET FORTH HEREIN; FINDING THAT ALL MATTERS SET FORTH HEREIN ARE TRUE AND CORRECT; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, there was heretofore ordered and called for the Town of Little Elm, Texas (the "**Town**") a General Election to be held on May 6, 2023 for the purpose of electing one (1) Council Member for Place 5 for a three (3) year term and one (1) Council Member for Place 6 for a three (3) year term (such elections are herein referred to together as the "**Election**"); and

WHEREAS, the appropriate authority of the Town caused to be posted and published, in accordance with applicable laws, notices for the Election; and

WHEREAS, the Election was duly and legally held on May 6, 2023, in the Town and in conformity with the Town Charter and the election laws of the State, and the results of the Elections, including early voting results, have been delivered by the presiding election judge in accordance with law and have been delivered to the Town Council as the canvassing authority in accordance with law; and

WHEREAS, The Town Council hereby canvasses the returns of the Election set forth herein and in accordance with law and takes such other actions regarding the results of the said Election as set forth herein.

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

Section 1. Canvass of the Election.

A. The returns of the Election, including the returns of early voting ballots, duly and legally made, showed that there were for the general election of officers held on May 6, 2023 the following votes:

Council Member, Place 5 (Three Year Term)

Name of Candidate	Total Number of Early Voting Votes	Total Number of Votes on May 6, 2023	Total Number of Votes
Andrew Evans	317	255	572
Nick Musteen	162	73	235

Council Member, Place 6 (Three Year Term)

Name of Candidate	Total Number of Early Voting Votes	Total Number of Votes on May 6, 2023	Total Number of Votes
Michel Hambrick	765	470	1,235
Michael McClellan	637	358	995

B. As provided by subsection A. of Section 11.07 of the Town Charter and in accordance with Article 11, Section 11 of the Texas Constitution, candidates for said Council Member, Place 5, who received a majority of all votes cast for the respective office shall be declared elected and for Council Member, Place 6, who received a majority of all votes cast for the respective office shall be declared elected. Further, as provided by Section 11.07 of the Town Charter, should a candidate for office fail to receive a majority of all votes cast for that office, then a runoff election for that office shall be conducted.

Council Member, Place 5

In accordance therewith: **Andrew Evans** having received the most votes for the office of Council Member, Place 5, is hereby declared elected to the office of Council Member, Place 5 (three-year term).

Council Member, Place 6

In accordance therewith: **Michel Hambrick** having received the most votes for the office of Council Member, Place 6, is hereby declared elected to the office of Council Member, Place 6 (three-year term).

Section 2. Matters True and Correct. All of the matter set forth herein, including the matters set forth in the recitals to this Resolution, are all true and correct and made a part of this Resolution.

Section 3. **Effective Date.** This Resolution shall take effect immediately and be in full force and effect upon adoption.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas this 16th day of May, 2023.

_____
Curtis J. Cornelious, Mayor

ATTEST:

_____
Caitlan Biggs, Town Secretary

APPROVED AS TO FORM:

_____
Robert F. Brown, Town Attorney

Town of Little Elm Council Member, Place 6

Precinct	Michel Hambrick	Michael McClellan	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
1013 - 23	0	0	0	0	0	0	0	0	0	3	0.00%
1030 - 26	0	1	1	0	0	0	1	0	1	15	6.67%
1031 - 24	45	21	66	0	0	0	50	16	66	878	7.52%
1031 - 26	43	33	76	7	0	0	54	29	83	1,874	4.43%
1032 - 26	3	5	8	2	0	0	8	2	10	261	3.83%
1034 - 24	0	0	0	0	0	0	0	0	0	0	0.00%
1034 - 26	68	82	150	11	0	0	115	46	161	1,175	13.70%
1035 - 24	169	122	291	20	0	0	188	123	311	4,845	6.42%
1040 - 27	0	0	0	0	0	0	0	0	0	0	0.00%
1041 - 25	0	0	0	0	0	0	0	0	0	7	0.00%
1041 - 26	276	203	479	43	0	4	338	180	522	4,220	12.37%
1042 - 24	0	0	0	0	0	0	0	0	0	0	0.00%
1042 - 25	152	110	262	19	0	1	176	104	281	2,713	10.36%
1043 - 23	3	6	9	1	0	0	7	3	10	176	5.68%
1043 - 25	31	62	93	3	0	2	63	31	96	1,159	8.28%
1044 - 22	17	7	24	2	0	0	20	6	26	328	7.93%
1044 - 23	0	0	0	0	0	0	0	0	0	0	0.00%
1047 - 23	19	3	22	3	0	0	21	4	25	305	8.20%
1048 - 23	5	7	12	0	0	1	5	6	12	732	1.64%
1049 - 23	0	0	0	0	0	0	0	0	0	0	0.00%

Town of Little Elm Council Member, Place 6

Precinct	Michel Hambrick	Michael McClellan	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
1051 - 23	136	116	252	28	0	6	142	132	280	2,132	13.13%
1052 - 23	63	38	101	18	0	0	69	50	119	986	12.07%
1053 - 23	7	7	14	2	0	0	11	5	16	604	2.65%
1054 - 23	17	9	26	3	0	0	19	10	29	748	3.88%
2075 - 24	13	15	28	2	0	0	18	12	30	593	5.06%
2076 - 24	128	116	244	8	0	4	138	110	252	3,299	7.64%
2076 - 25	1	2	3	0	0	0	3	0	3	35	8.57%
2077 - 24	39	31	70	8	1	0	55	24	79	1,710	4.62%
2077 - 26	0	0	0	0	0	0	0	0	0	9	0.00%
Totals	**1,235**	**996**	**2,231**	**180**	**1**	**18**	**1,501**	**893**	**2,412**	**28,807**	**8.37%**

*** End of report ***

Town of Little Elm Council Member, Place 6

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Michel Hambrick		4	22.22%	761	54.95%	470	56.76%	1,235	55.36%
Michael McClellan		14	77.78%	624	45.05%	358	43.24%	996	44.64%
	Cast Votes:	18	100.00%	1,385	100.00%	828	100.00%	2,231	100.00%
	Undervotes:	0		115		65		180	
	Overvotes:	0		1		0		1	

*** End of report ***

Town of Little Elm Council Member, District/Place 5

Precinct	**Andrew Evans**	**Nick Musteen**	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
1013 - 23	0	0	0	0	0	0	0	0	0	3	0.00%
1040 - 27	0	0	0	0	0	0	0	0	0	0	0.00%
1041 - 25	0	0	0	0	0	0	0	0	0	7	0.00%
1042 - 25	136	119	255	26	0	1	176	104	281	2,713	10.36%
1043 - 23	6	3	9	1	0	0	7	3	10	176	5.68%
1043 - 25	66	27	93	3	0	2	63	31	96	1,159	8.28%
1044 - 23	0	0	0	0	0	0	0	0	0	0	0.00%
1047 - 23	10	13	23	2	0	0	21	4	25	305	8.20%
1048 - 23	7	5	12	0	0	1	5	6	12	732	1.64%
1049 - 23	0	0	0	0	0	0	0	0	0	0	0.00%
1051 - 23	232	33	265	15	0	6	142	132	280	2,132	13.13%
1052 - 23	93	17	110	9	0	0	69	50	119	986	12.07%
1053 - 23	8	5	13	3	0	0	11	5	16	604	2.65%
1054 - 23	12	13	25	4	0	0	19	10	29	748	3.88%
2076 - 25	3	0	3	0	0	0	3	0	3	35	8.57%
Totals	**573**	**235**	**808**	**63**	**0**	**10**	**516**	**345**	**871**	**9,600**	**9.07%**

*** End of report ***

Little Elm Dist 5 Cumulative

Run Time 12:12 PM
Run Date 05/09/2023

Denton County

Joint, General & Special Elections

5/6/2023

Unofficial Results

Registered Voters
871 of 9600 = 9.07%

Precincts Reporting
15 of 15 = 100.00%

Town of Little Elm Council Member, District/Place 5

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Andrew Evans		5	55.56%	313	66.45%	255	77.74%	573	70.92%
Nick Musteen		4	44.44%	158	33.55%	73	22.26%	235	29.08%
	Cast Votes:	9	100.00%	471	100.00%	328	100.00%	808	100.00%
	Undervotes:	1		45		17		63	
	Overvotes:	0		0		0		0	

*** End of report ***

1013 - 23

0 of 3 registered voters = 0.00%

Town of Little Elm Council Member, District/Place 5

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Andrew Evans		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Nick Musteen		0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Cast Votes:	0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Undervotes:	0		0		0		0	
	Overvotes:	0		0		0		0	

1040 - 27

0 of 0 registered voters = 0.00%

Town of Little Elm Council Member, District/Place 5

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Andrew Evans		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Nick Musteen		0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Cast Votes:	0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Undervotes:	0		0		0		0	
	Overvotes:	0		0		0		0	

1041 - 25

0 of 7 registered voters = 0.00%

Town of Little Elm Council Member, District/Place 5

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Andrew Evans		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Nick Musteen		0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Cast Votes:	0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Undervotes:	0		0		0		0	
	Overvotes:	0		0		0		0	

1042 - 25

281 of 2,713 registered voters = 10.36%

Town of Little Elm Council Member, District/Place 5

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Andrew Evans		0	0.00%	81	51.27%	55	56.70%	136	53.33%
Nick Musteen		0	0.00%	77	48.73%	42	43.30%	119	46.67%
	Cast Votes:	0	0.00%	158	100.00%	97	100.00%	255	100.00%
	Undervotes:	1		18		7		26	
	Overvotes:	0		0		0		0	

1043 - 23 10 of 176 registered voters = 5.68%

Town of Little Elm Council Member, District/Place 5

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Andrew Evans		0	0.00%	3	50.00%	3	100.00%	6	66.67%
Nick Musteen		0	0.00%	3	50.00%	0	0.00%	3	33.33%
	Cast Votes:	0	0.00%	6	100.00%	3	100.00%	9	100.00%
	Undervotes:	0		1		0		1	
	Overvotes:	0		0		0		0	

1043 - 25

96 of 1,159 registered voters = 8.28%

Town of Little Elm Council Member, District/Place 5

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Andrew Evans		2	100.00%	39	63.93%	25	83.33%	66	70.97%
Nick Musteen		0	0.00%	22	36.07%	5	16.67%	27	29.03%
	Cast Votes:	2	100.00%	61	100.00%	30	100.00%	93	100.00%
	Undervotes:	0		2		1		3	
	Overvotes:	0		0		0		0	

1044 - 23

0 of 0 registered voters = 0.00%

Town of Little Elm Council Member, District/Place 5

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Andrew Evans		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Nick Musteen		0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Cast Votes:	0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Undervotes:	0		0		0		0	
	Overvotes:	0		0		0		0	

1047 - 23

25 of 305 registered voters = 8.20%

Town of Little Elm Council Member, District/Place 5

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Andrew Evans		0	0.00%	8	42.11%	2	50.00%	10	43.48%
Nick Musteen		0	0.00%	11	57.89%	2	50.00%	13	56.52%
	Cast Votes:	0	0.00%	19	100.00%	4	100.00%	23	100.00%
	Undervotes:	0		2		0		2	
	Overvotes:	0		0		0		0	

1048 - 23

12 of 732 registered voters = 1.64%

Town of Little Elm Council Member, District/Place 5

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Andrew Evans		0	0.00%	4	80.00%	3	50.00%	7	58.33%
Nick Musteen		1	100.00%	1	20.00%	3	50.00%	5	41.67%
	Cast Votes:	1	100.00%	5	100.00%	6	100.00%	12	100.00%
	Undervotes:	0		0		0		0	
	Overvotes:	0		0		0		0	

1049 - 23

0 of 0 registered voters = 0.00%

Town of Little Elm Council Member, District/Place 5

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Andrew Evans		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Nick Musteen		0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Cast Votes:	0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Undervotes:	0		0		0		0	
	Overvotes:	0		0		0		0	

1051 - 23

280 of 2,132 registered voters = 13.13%

Town of Little Elm Council Member, District/Place 5

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Andrew Evans		3	50.00%	112	86.82%	117	90.00%	232	87.55%
Nick Musteen		3	50.00%	17	13.18%	13	10.00%	33	12.45%
	Cast Votes:	6	100.00%	129	100.00%	130	100.00%	265	100.00%
	Undervotes:	0		13		2		15	
	Overvotes:	0		0		0		0	

1052 - 23 119 of 986 registered voters = 12.07%

Town of Little Elm Council Member, District/Place 5

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Andrew Evans		0	0.00%	48	76.19%	45	95.74%	93	84.55%
Nick Musteen		0	0.00%	15	23.81%	2	4.26%	17	15.45%
	Cast Votes:	0	0.00%	63	100.00%	47	100.00%	110	100.00%
	Undervotes:	0		6		3		9	
	Overvotes:	0		0		0		0	

1053 - 23 16 of 604 registered voters = 2.65%

Town of Little Elm Council Member, District/Place 5

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Andrew Evans		0	0.00%	6	66.67%	2	50.00%	8	61.54%
Nick Musteen		0	0.00%	3	33.33%	2	50.00%	5	38.46%
	Cast Votes:	0	0.00%	9	100.00%	4	100.00%	13	100.00%
	Undervotes:	0		2		1		3	
	Overvotes:	0		0		0		0	

1054 - 23

29 of 748 registered voters = 3.88%

Town of Little Elm Council Member, District/Place 5

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Andrew Evans		0	0.00%	9	50.00%	3	42.86%	12	48.00%
Nick Musteen		0	0.00%	9	50.00%	4	57.14%	13	52.00%
	Cast Votes:	0	0.00%	18	100.00%	7	100.00%	25	100.00%
	Undervotes:	0		1		3		4	
	Overvotes:	0		0		0		0	

2076 - 25

3 of 35 registered voters = 8.57%

Town of Little Elm Council Member, District/Place 5

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Andrew Evans		0	0.00%	3	100.00%	0	0.00%	3	100.00%
Nick Musteen		0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Cast Votes:	0	0.00%	3	100.00%	0	0.00%	3	100.00%
	Undervotes:	0		0		0		0	
	Overvotes:	0		0		0		0	

*** End of report ***

1013 - 23

0 of 3 registered voters = 0.00%

Town of Little Elm Council Member, Place 6

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Michel Hambrick		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Michael McClellan		0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Cast Votes:	0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Undervotes:	0		0		0		0	
	Overvotes:	0		0		0		0	

1030 - 26

1 of 15 registered voters = 6.67%

Town of Little Elm Council Member, Place 6

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Michel Hambrick		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Michael McClellan		0	0.00%	1	100.00%	0	0.00%	1	100.00%
	Cast Votes:	0	0.00%	1	100.00%	0	0.00%	1	100.00%
	Undervotes:	0		0		0		0	
	Overvotes:	0		0		0		0	

1031 - 24

66 of 878 registered voters = 7.52%

Town of Little Elm Council Member, Place 6

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Michel Hambrick		0	0.00%	34	68.00%	11	68.75%	45	68.18%
Michael McClellan		0	0.00%	16	32.00%	5	31.25%	21	31.82%
	Cast Votes:	0	0.00%	50	100.00%	16	100.00%	66	100.00%
	Undervotes:	0		0		0		0	
	Overvotes:	0		0		0		0	

1031 - 26

83 of 1,874 registered voters = 4.43%

Town of Little Elm Council Member, Place 6

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Michel Hambrick		0	0.00%	23	46.00%	20	76.92%	43	56.58%
Michael McClellan		0	0.00%	27	54.00%	6	23.08%	33	43.42%
	Cast Votes:	0	0.00%	50	100.00%	26	100.00%	76	100.00%
	Undervotes:	0		4		3		7	
	Overvotes:	0		0		0		0	

1032 - 26 10 of 261 registered voters = 3.83%

Town of Little Elm Council Member, Place 6

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Michel Hambrick		0	0.00%	2	33.33%	1	50.00%	3	37.50%
Michael McClellan		0	0.00%	4	66.67%	1	50.00%	5	62.50%
	Cast Votes:	0	0.00%	6	100.00%	2	100.00%	8	100.00%
	Undervotes:	0		2		0		2	
	Overvotes:	0		0		0		0	

1034 - 24 0 of 0 registered voters = 0.00%

Town of Little Elm Council Member, Place 6

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Michel Hambrick		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Michael McClellan		0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Cast Votes:	0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Undervotes:	0		0		0		0	
	Overvotes:	0		0		0		0	

1034 - 26

161 of 1,175 registered voters = 13.70%

Town of Little Elm Council Member, Place 6

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Michel Hambrick		0	0.00%	46	43.40%	22	50.00%	68	45.33%
Michael McClellan		0	0.00%	60	56.60%	22	50.00%	82	54.67%
	Cast Votes:	0	0.00%	106	100.00%	44	100.00%	150	100.00%
	Undervotes:	0		9		2		11	
	Overvotes:	0		0		0		0	

1035 - 24

311 of 4,845 registered voters = 6.42%

Town of Little Elm Council Member, Place 6

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Michel Hambrick		0	0.00%	106	58.89%	63	56.76%	169	58.08%
Michael McClellan		0	0.00%	74	41.11%	48	43.24%	122	41.92%
	Cast Votes:	0	0.00%	180	100.00%	111	100.00%	291	100.00%
	Undervotes:	0		8		12		20	
	Overvotes:	0		0		0		0	

1040 - 27

0 of 0 registered voters = 0.00%

Town of Little Elm Council Member, Place 6

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Michel Hambrick		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Michael McClellan		0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Cast Votes:	0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Undervotes:	0		0		0		0	
	Overvotes:	0		0		0		0	

1041 - 25 0 of 7 registered voters = 0.00%

Town of Little Elm Council Member, Place 6

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Michel Hambrick		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Michael McClellan		0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Cast Votes:	0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Undervotes:	0		0		0		0	
	Overvotes:	0		0		0		0	

1041 - 26

522 of 4,220 registered voters = 12.37%

Town of Little Elm Council Member, Place 6

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Michel Hambrick		0	0.00%	171	55.88%	105	62.13%	276	57.62%
Michael McClellan		4	100.00%	135	44.12%	64	37.87%	203	42.38%
	Cast Votes:	4	100.00%	306	100.00%	169	100.00%	479	100.00%
	Undervotes:	0		32		11		43	
	Overvotes:	0		0		0		0	

1042 - 24 0 of 0 registered voters = 0.00%

Town of Little Elm Council Member, Place 6

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Michel Hambrick		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Michael McClellan		0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Cast Votes:	0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Undervotes:	0		0		0		0	
	Overvotes:	0		0		0		0	

1042 - 25 281 of 2,713 registered voters = 10.36%

Town of Little Elm Council Member, Place 6

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Michel Hambrick		1	100.00%	98	59.76%	53	54.64%	152	58.02%
Michael McClellan		0	0.00%	66	40.24%	44	45.36%	110	41.98%
	Cast Votes:	1	100.00%	164	100.00%	97	100.00%	262	100.00%
	Undervotes:	0		12		7		19	
	Overvotes:	0		0		0		0	

1043 - 23 10 of 176 registered voters = 5.68%

Town of Little Elm Council Member, Place 6

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Michel Hambrick		0	0.00%	2	28.57%	1	50.00%	3	33.33%
Michael McClellan		0	0.00%	5	71.43%	1	50.00%	6	66.67%
	Cast Votes:	0	0.00%	7	100.00%	2	100.00%	9	100.00%
	Undervotes:	0		0		1		1	
	Overvotes:	0		0		0		0	

1043 - 25 96 of 1,159 registered voters = 8.28%

Town of Little Elm Council Member, Place 6

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Michel Hambrick		0	0.00%	18	29.51%	13	43.33%	31	33.33%
Michael McClellan		2	100.00%	43	70.49%	17	56.67%	62	66.67%
	Cast Votes:	2	100.00%	61	100.00%	30	100.00%	93	100.00%
	Undervotes:	0		2		1		3	
	Overvotes:	0		0		0		0	

1044 - 22 26 of 328 registered voters = 7.93%

Town of Little Elm Council Member, Place 6

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Michel Hambrick		0	0.00%	12	66.67%	5	83.33%	17	70.83%
Michael McClellan		0	0.00%	6	33.33%	1	16.67%	7	29.17%
	Cast Votes:	0	0.00%	18	100.00%	6	100.00%	24	100.00%
	Undervotes:	0		2		0		2	
	Overvotes:	0		0		0		0	

1044 - 23 0 of 0 registered voters = 0.00%

Town of Little Elm Council Member, Place 6

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Michel Hambrick		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Michael McClellan		0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Cast Votes:	0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Undervotes:	0		0		0		0	
	Overvotes:	0		0		0		0	

1047 - 23 25 of 305 registered voters = 8.20%

Town of Little Elm Council Member, Place 6

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Michel Hambrick		0	0.00%	15	83.33%	4	100.00%	19	86.36%
Michael McClellan		0	0.00%	3	16.67%	0	0.00%	3	13.64%
	Cast Votes:	0	0.00%	18	100.00%	4	100.00%	22	100.00%
	Undervotes:	0		3		0		3	
	Overvotes:	0		0		0		0	

1048 - 23 12 of 732 registered voters = 1.64%

Town of Little Elm Council Member, Place 6

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Michel Hambrick		0	0.00%	3	60.00%	2	33.33%	5	41.67%
Michael McClellan		1	100.00%	2	40.00%	4	66.67%	7	58.33%
	Cast Votes:	1	100.00%	5	100.00%	6	100.00%	12	100.00%
	Undervotes:	0		0		0		0	
	Overvotes:	0		0		0		0	

1049 - 23 0 of 0 registered voters = 0.00%

Town of Little Elm Council Member, Place 6

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Michel Hambrick		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Michael McClellan		0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Cast Votes:	0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Undervotes:	0		0		0		0	
	Overvotes:	0		0		0		0	

1051 - 23

280 of 2,132 registered voters = 13.13%

Town of Little Elm Council Member, Place 6

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Michel Hambrick		1	16.67%	77	60.16%	58	49.15%	136	53.97%
Michael McClellan		5	83.33%	51	39.84%	60	50.85%	116	46.03%
	Cast Votes:	6	100.00%	128	100.00%	118	100.00%	252	100.00%
	Undervotes:	0		14		14		28	
	Overvotes:	0		0		0		0	

1052 - 23 119 of 986 registered voters = 12.07%

Town of Little Elm Council Member, Place 6

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Michel Hambrick		0	0.00%	36	65.45%	27	58.70%	63	62.38%
Michael McClellan		0	0.00%	19	34.55%	19	41.30%	38	37.62%
	Cast Votes:	0	0.00%	55	100.00%	46	100.00%	101	100.00%
	Undervotes:	0		14		4		18	
	Overvotes:	0		0		0		0	

1053 - 23 16 of 604 registered voters = 2.65%

Town of Little Elm Council Member, Place 6

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Michel Hambrick		0	0.00%	5	55.56%	2	40.00%	7	50.00%
Michael McClellan		0	0.00%	4	44.44%	3	60.00%	7	50.00%
	Cast Votes:	0	0.00%	9	100.00%	5	100.00%	14	100.00%
	Undervotes:	0		2		0		2	
	Overvotes:	0		0		0		0	

1054 - 23 29 of 748 registered voters = 3.88%

Town of Little Elm Council Member, Place 6

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Michel Hambrick		0	0.00%	11	61.11%	6	75.00%	17	65.38%
Michael McClellan		0	0.00%	7	38.89%	2	25.00%	9	34.62%
	Cast Votes:	0	0.00%	18	100.00%	8	100.00%	26	100.00%
	Undervotes:	0		1		2		3	
	Overvotes:	0		0		0		0	

2075 - 24

30 of 593 registered voters = 5.06%

Town of Little Elm Council Member, Place 6

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Michel Hambrick		0	0.00%	6	35.29%	7	63.64%	13	46.43%
Michael McClellan		0	0.00%	11	64.71%	4	36.36%	15	53.57%
	Cast Votes:	0	0.00%	17	100.00%	11	100.00%	28	100.00%
	Undervotes:	0		1		1		2	
	Overvotes:	0		0		0		0	

2076 - 24

252 of 3,299 registered voters = 7.64%

Town of Little Elm Council Member, Place 6

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Michel Hambrick		2	50.00%	68	50.00%	58	55.77%	128	52.46%
Michael McClellan		2	50.00%	68	50.00%	46	44.23%	116	47.54%
	Cast Votes:	4	100.00%	136	100.00%	104	100.00%	244	100.00%
	Undervotes:	0		2		6		8	
	Overvotes:	0		0		0		0	

2076 - 25

3 of 35 registered voters = 8.57%

Town of Little Elm Council Member, Place 6

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Michel Hambrick		0	0.00%	1	33.33%	0	0.00%	1	33.33%
Michael McClellan		0	0.00%	2	66.67%	0	0.00%	2	66.67%
	Cast Votes:	0	0.00%	3	100.00%	0	0.00%	3	100.00%
	Undervotes:	0		0		0		0	
	Overvotes:	0		0		0		0	

2077 - 24

79 of 1,710 registered voters = 4.62%

Town of Little Elm Council Member, Place 6

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Michel Hambrick		0	0.00%	27	57.45%	12	52.17%	39	55.71%
Michael McClellan		0	0.00%	20	42.55%	11	47.83%	31	44.29%
	Cast Votes:	0	0.00%	47	100.00%	23	100.00%	70	100.00%
	Undervotes:	0		7		1		8	
	Overvotes:	0		1		0		1	

2077 - 26

0 of 9 registered voters = 0.00%

Town of Little Elm Council Member, Place 6

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Michel Hambrick		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Michael McClellan		0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Cast Votes:	0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Undervotes:	0		0		0		0	
	Overvotes:	0		0		0		0	

*** End of report ***

Date:	05/16/2023
Agenda Item #:	4. B.
Department:	Administrative Services
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Present the **Certificate of Election and Administer the Statement of Officer and Oath of Office for Andrew Evans, Council Member Place 5.**

DESCRIPTION:

As a result of the May 6, 2023, General Election, Andrew Evans was elected to the position of Council Member Place 5. The Mayor will present the Certificate of Election and the Town Secretary will administer the Statement of Officer and Oath of Office.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

N/A

Date:	05/16/2023
Agenda Item #:	4. C.
Department:	Administrative Services
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Present the **Certificate of Election and Administer the Statement of Officer and Oath of Office for Michel Hambrick, Council Member Place 6.**

DESCRIPTION:

As a result of the May 6, 2023, General Election, Michel Hambrick was elected to the position of Council Member Place 6. The Mayor will present the Certificate of Election and the Town Secretary will administer the Statement of Officer and Oath of Office.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

N/A

Date:	05/16/2023
Agenda Item #:	5. A.
Department:	Administrative Services
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Kate Graham, Assistant to the Town Manager

AGENDA ITEM:

Consider Action to Approve the **Minutes from the May 2, 2023 Regular Council Meeting.**

DESCRIPTION:

The minutes from the May 2, 2023 Regular Council meeting are attached for approval.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Minutes - May 2, 2023

D R A F T

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

REGULAR TOWN COUNCIL MEETING
TUESDAY MAY 2, 2023 - 6:00 p.m.

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

Staff Present: Jennette Espinosa, Executive Director; Joe Florentino, Assistant Town Manager; Matt Mueller, Town Manager; Chad Hyde, Director of Community Services; Doug Peach, Deputy Town Manager; Fred Gibbs, Director of Development Services; Kate Graham, Assistant to the Town Manager; Kelly Wilson, Chief Financial Officer; Paul Rust, Fire Chief; Robert Brown, Town Attorney; Rodney Harrison, Police Chief

1. **Call to Order Council Executive Session at 6:00 p.m. 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.

Council Workshop was called to order at 6:00 p.m.
Executive Session was called to order at 6:01 p.m.

2. **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 6:17 p.m.

3. Call to Order Council Workshop Immediately Following Executive Session.

A. Present and Discuss an **Economic Development Update on Current Developments in the Town.**

Assistant Director of Economic Development Natasha Roach gave an update to Council with the attached presentation.

B. Present and Discuss an **Update on the Intersection of FM 720 and Eldorado Parkway.**

Town Engineer Wesley Brandon gave an update with the attached presentation and discussed options for future traffic improvements to the intersection. Council member Blais recommended putting in ballards to protect the right turn from the westbound to northbound traffic.

C. Present and Discuss **Town Council Joining the National League of Cities and the North Texas Commission.**

Council member Jamell Johnson requested this item be pushed to a future agenda.

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

A. Invocation.

The invocation was given by Council member Blais.

B. Pledge to Flags.

C. Items to be Withdrawn from Consent Agenda.

Council member McClellan requested item C be withdrawn from the Consent Agenda for further discussion.

D. Emergency Items if Posted.

None.

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

None.

F. **Presentation of Monthly Updates.**
Presentation of monthly updates from department heads: concerning law enforcement activities, municipal court, customer service, emergency medical services, fire department response, fire prevention activities, emergency management, ongoing economic development projects, building permits, code enforcement activities, library activities, human resources updates, information technology report, revenue and expenditure report, street construction status, sanitation services, highway construction status, utility operations, parks and recreation activities, as well as facility and fleet updates.

Police Chief Rodney Harrison gave an update on the Silver Alert Program. Currently, 18 residents are registered for the program. Chief Harrison brought awareness for this program and explained how the program is being expanded to all vulnerable and impaired persons in the community.

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

None.

5. **Presentations.**

A. Present a **Proclamation Declaring May 2023 as Mental Health Month and May 10, 2023 as Children's Mental Health Awareness Day.**

Mayor Cornelious read a proclamation declaring May 2023 as Mental Health Month and May 10, 2023 as Children's Mental Health Awareness Day. A representative was present to receive the proclamation and gave a statement about mental health in Denton County.

B. Present a **Recognition of an Award Received by the Little Elm Economic Development Corporation Presented by Texas Economic Development Council's Economic Excellence Award for 2022.**

EDC Director Jennette Espinosa gave Council an update on the recognition the Little Elm Economic Development Corporation received.

C. Present a **Recognition of an Award to the Little Elm Economic Development Corporation for Making the Dallas Business Journal's Book of Lists for 2022 for Deals Done in 2021.**

EDC Director Jennette Espinosa gave Council an update on the recognition the Little Elm Economic Development Corporation received.

6. Public Comments

Persons may address the Town Council on any issue. This is the appropriate time for citizens to address the Council on any concern whether on this agenda or not. In accordance with the State of Texas Open Meeting Act, the council may not comment or deliberate such statements during this period, except as authorized by Section 551.007, Texas Government Code.

None.

7. Consent Agenda

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

Motion by Council Member Michael McClellan, seconded by Council Member Jamell Johnson ***to approve the Consent Agenda.***

Vote: 6 - 0 - Unanimously

A. Consider Action to Approve the **Minutes from the April 18, 2023, Regular Town Council Meeting.**

B. Consider Action to Approve an **Amendment to the Engineering Services Contract with Teague Nall and Perkins, Inc. for the Design of the King Road Expansion Project.**

C. Consider Action to Approve a **Professional Services Design Contract with Pacheco-Koch Consulting Engineers, Inc. (a Westwood Company) for the Main Street Traffic Signal Project.**

Town Engineer Wesley Brandon provided further information on this item as requested by Council member McClellan.

D. Consider Action to Approve **Change Order #2 to the Construction Contract with AUI Partners Regarding the Lakeside Sports Complex Project.**

8. Regular Items.

A. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1708 Regarding a Request Amend a Specific Use Permit at 25691 Smotherman Road, Suite 120, Currently Zoned as Planned Development - Light Commercial (PD-LC) Through Ordinance No. 1539, with a Specific Use Permit Through Ordinance No. 1703, in Order to Allow for a New Smoking Establishment, Not to Exceed 1,479 Square Feet, for the Purposes of On-Premise Retail Sales Only.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1708:

Managing Director of Planning Services gave an update on the request in the attached presentation.
Open Public Hearing: 7:09 p.m.
Receive Public Comments: None.
Close Public Hearing: 7:10 p.m.

Motion by Council Member Neil Blais, seconded by Council Member Tony Singh ***to approve Ordinance No. 1708.***

Vote: 5 - 1

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.

Council convened into Executive Session at 7:10 p.m.

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.

Council reconvened into Open Session at 7:36 p.m. No action was taken.

11. Adjourn.

Meeting adjourned at 7:36 p.m.

Respectfully,

Caitlan Biggs
Town Secretary

Passed and Approved this _____day of _____2023.

Date:	05/16/2023
Agenda Item #:	5. B.
Department:	Development Services
Strategic Goal:	Ensure excellence in public services while keeping up with the growth in the community
Staff Contact:	Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Approve **Resolution No. 0516202302 regarding the Appointment of the Town of Little Elm Planning & Zoning Commission as the Capital Improvements Advisory Committee.**

DESCRIPTION:

Since 1994, the Town of Little Elm has assessed and collected impact fees from new developments to help finance the costs of infrastructure expansion projects that are necessary to serve those new developments. The current fee structure and collection procedures are defined by Ordinance 1431, which was adopted in 2017 to include fees for roadway, water, and wastewater facilities. The town also maintains a capital improvement plan that describes the projects necessary to serve new developments. According to the Texas Local Government Code, the capital improvement plan must be updated every five years, and this update is currently underway.

In order to establish impact fees, the procedures outlined in Chapter 395 of the Texas Local Government Code must be followed. One requirement is to appoint a Capital Improvements Advisory Committee (CIAC) that advises and assists the town council in adopting land use assumptions and a capital improvements plan. The Texas Local Government Code allows municipalities to appoint their Planning and Zoning Commission to serve as the committee, provided that at least one member is a representative of the real estate or development community. The town's Planning and Zoning Commission meets these requirements.

This proposed resolution will formally appoint the Planning and Zoning Commission as the CIAC and allow it to perform the functions outlined in the Texas Local Government Code and Town Ordinances.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Resolution 0516202302

RESOLUTION NO.
0516202302

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, APPOINTING THE PLANNING AND ZONING COMMISSION AS THE CAPITAL IMPROVEMENTS ADVISORY COMMITTEE; AUTHORIZING THE TOWN MANAGER, TOWN ENGINEER, AND THE TOWN ATTORNEY TO UNDERTAKE UPDATES TO THE IMPACT FEE PROGRAM FOR ROADWAY, WATER AND WASTEWATER FACILITIES; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Town presently imposes impact fees for roadway, water and wastewater facilities pursuant to its authority under Tex. Loc. Govt Code Ch. 395 and pursuant to Chapter 22, Article IV of the Town Code of Ordinances; and

WHEREAS, the Town Council intends to update its capital improvements plans and impact fees for roadway, water and wastewater facilities pursuant to the procedures in Tex. Loc. Govt Code Ch. 395, as amended; and

WHEREAS, the Town Council intends to authorize studies to determine whether roadway impact fees should be adopted within the Town; and

WHEREAS, the Town's Planning and Zoning Commission under Ch. 395 may serve as the capital improvements advisory committee; and

WHEREAS, at least one member of the Commission is a member of the development or real estate communities; and

WHEREAS, the Town Council desires to expedite its update of the roadway, water and wastewater capital improvements plan and its study of impact fees; and

WHEREAS, the Town Council has determined that the use of impact fees facilitates development in accordance with the Town's adopted Comprehensive Plan and promotes the health, safety, and general welfare of the Town of Little Elm and its citizens.

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

Section 1. The Planning and Zoning Commission hereby is appointed as the advisory committee for impact fees and is authorized to undertake the functions sets forth in Section 22, Article 4 of the Town Code of Ordinances;

Section 2. The Town Engineer is directed to undertake studies updating the capital improvements plan and impact fees for roadway, water, and wastewater facilities with the fees for such services, to the extent allowed by law, to be paid from the impact fees to be collected; and

Section 3. The actions of the Town Attorney and Town Manager to procure such planning, engineering, fiscal or legal consultants as may be necessary to update the impact fee program for roadway, water and wastewater facilities are hereby ratified and approved; and

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

PASSED AND APPROVED this the 16th day of May, 2023.

APPROVED: **ATTEST:**

Curtis Cornelious, Mayor

Caitlan Biggs, Town Secretary

Date:	05/16/2023
Agenda Item #:	5. C.
Department:	Community Services
Strategic Goal:	Maximize community recreation and leisure activities
Staff Contact:	Chad Hyde, Director of Community Services

AGENDA ITEM:

Consider Action to Approve the **Wood Family Dog Park Expansion Agreement, including the Donation of Funds.**

DESCRIPTION:

The agreement is made to facilitate the expansion of the Wood Family Dog Park and to recognize the contributions of the donor toward such expansion efforts. The Wood Family Dog Park is located at 1001 Witt Road and currently consists of 103,800 square feet. The donor has expressed interest in funding an expansion of the dog park to add an additional 60,800 square feet, which is estimated to cost $300,000. The Town, in recognition of the donation, wishes to honor the donor through a memorial plaque to be placed at the entrance of the newly expanded dog park area.

BUDGET IMPACT:

Upon execution of the agreement, the donor will deposit to the Town $300,000 within sixty days of the effective date. The donated funds shall be held in escrow by the Town for the exclusive use of funding the expansion of the dog park. The Town agrees that the donated funds will be used solely for expanding the dog park.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Dog Park Agreement

STATE OF TEXAS §
§
COUNTY OF DENTON §

WOOD FAMILY DOG PARK EXPANSION AGREEMENT

This Wood Family Dog Park Expansion Agreement ("**Agreement**"), is entered into this _____day of_____, 2023, by and between _____ (hereinafter referred to as the "**Donor**"), and the Town of Little Elm, Texas ("**Town**"). The Donor and the Town are sometimes referred herein together as the "**Parties**" and individually as a "**Party**".

Recitals:

1. This Agreement is made to facilitate the expansion of the Wood Family Dog Park ("**Dog Park**") and to recognize the contributions of the Donor towards such expansion efforts.

2. The Dog Park, located at 1001 Witt Road, was established in 2020 and currently consists of 103,800 square feet.

3. The Donor has expressed interest in funding an expansion of the Dog Park to add an additional 60,800 square feet to the Dog Park, which expansion is estimated to cost Three-Hundred Thousand and 00/100 Dollars ($300,000).

4. The Town, in recognition of such donation, wishes to honor the Donor through a memorial plaque to be placed at the entrance of the newly expanded Dog Park area.

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, North West Ranch and the Town 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 all obligations set forth in the Agreement are satisfied.

Section 3. Agreements. Donor and the Town agree as follows:

A. Within 60 days of the Effective Date, Donor shall deposit with the Town Three-Hundred Thousand and 00/100 Dollars ($300,000) (the "**Donated Funds**"), which Donated Funds shall be held in escrow by the Town for the exclusive use of funding the expansion of the Dog Park.

B. The Town agrees that the Donated Funds will be used solely for costs of expanding the Dog Park.

C. The Town shall, by the time that the Dog Park expansion is completed, erect a bronze memorial plaque that would read as follows:

"David Clyde Wallace
in Loving Memory of his wife Della Y Wallace
and Friend Lou Propst"

_____

FOR THE DONATION OF THE FUNDS THAT MADE THIS EXPANDED PORTION OF THE WOOD FAMILY DOG PARK POSSIBLE"
"

D. The Town shall place the memorial plaque at the entrance of the newly expanded Dog Park area.

E. The plaque described herein shall be erected by the Town at no cost to the Donor and the Donor shall have no maintenance or other responsibilities in this matter regarding the plaque.

Section 4. <u>Miscellaneous</u>.

A. 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.

B. 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.

C. 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.

D. 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.

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

F. 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.

G. 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.

H. 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.

I. This Agreement may be only amended or altered by written instrument signed by the Donor and the Town.

F. 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.

K. 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.

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

DONOR:	**TOWN OF LITTLE ELM, TEXAS**
By: _____	By: _____ Town Manager
Date: _____	Date: _____

ATTEST:

By:_____
Town Secretary

Date:	05/16/2023
Agenda Item #:	5. D.
Department:	Community Services
Strategic Goal:	Maximize community recreation and leisure activities
Staff Contact:	Chad Hyde, Director of Community Services

AGENDA ITEM:

Consider Action to Approve an **Interlocal Cooperation Contract between the Texas Parks and Wildlife Department (TPWD) and the Town of Little Elm, Texas for the proposed "Town of Little Elm Kayak Launch".**

DESCRIPTION:

This item is to approve an Interlocal Cooperation Contract between Texas Parks and Wildlife Department (TPWD) and Town of Little Elm, Texas for the proposed "Town of Little Elm Kayak Launch" along the shores of Lewisville Lake at Cottonwood Park. The Town will install a floating kayak dock/launch for angler access with interpretive signage along the shores of Lewisville Lake at Cottonwood Park.

The project meets all three priorities for the program's angler access program:

1. The project creates a new kayak fishing opportunity;
2. The project is approximately 40 minutes from downtown Dallas and less than 50 miles from the DFW metroplex; and
3. The project creates new connectivity on the planned Lewisville Lake Paddling Trail - a 100-mile blue trail along the perimeter of the lake coordinated among multiple jurisdictions with over 40 planned sites for paddling access and launches including the proposed Cottonwood Park site.

BUDGET IMPACT:

The Town will be reimbursed up to $50,000 for the project that is funded by the TPWD Habitat and Anglers Access Program.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

ICC for Kayak Launch

TPWD Contract Number: _____

TLE Contract Number: _____

THE STATE OF TEXAS

COUNTY OF TRAVIS

INTERLOCAL COOPERATION CONTRACT

This Contract is entered into by and between the agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

I. CONTRACTING PARTIES:

The Receiving Agency: Texas Parks and Wildlife Department ("TPWD" or "Receiving Agency")

The Performing Entity: Town of Little Elm, Texas ("TLE" or "Performing Entity")

II. STATEMENT OF SERVICES TO BE PERFORMED:

TLE shall conduct the project entitled "Town of Little Elm Kayak Launch" as per proposal attached hereto as Attachment A and incorporated herein for all purposes. The objective of this project is to increase the kayak access to the upper end of Lake Lewisville in the Town of Little Elm.

Project Coordinator: At least one (1) TPWD employee will serve as a project coordinator. The project coordinator shall monitor progress of the project.

Funding and Acknowledgment: This project is funded by the TPWD Habitat and Angler Access Program (HAAP). TPWD will provide TLE with signage that shall be installed by TLE at the project site to acknowledge the source of funding for the project. Any related publications, web pages, media releases, or other information showcasing the project shall acknowledge that the project was supported by the TPWD Habitat and Angler Access Program.

Performance Reports: TLE shall prepare and submit a Final Report**,** following guidelines provided by TPWD, at the completion of the project or no later than **August 31, 2023.**

Report Format and Submission: Reports shall be presented via digital media or as specified by TPWD. Upon receipt of these reports, TPWD will review and make comments as needed. TPWD will forward any revision requests and comments, if any, to TLE's Project Coordinator (named below, Section VIII) who shall respond to TPWD in writing within sixty (60) days of receipt of revision request.

Equipment and Supplies: Equipment and supplies purchased under this Contract shall be used, managed, and disposed of in accordance with the Texas Grant Management Standards (TxGMS). Property records must be maintained on all capitalized or controlled property and equipment that include a description of the property, a serial number or other identification that holds title, the acquisition date, and cost of the property. These records must be provided to TPWD at time of acquisition. At least every two years and/or at project closeout a physical inventory of the property must be taken and the results reconciled with property records. TPWD will determine appropriate disposition of such property in accordance with TxGMS.

III. BASIS FOR CALCULATING REIMBURSABLE COSTS:

See Budget in Attachment A for details.

Cost Restrictions: Allowable costs are restricted to those that comply with TxGMS and additional state and federal rules and laws. The Parties agree that all the requirements of the TxGMS apply to this Contract, including the criteria for allowable costs.

Budget / Project Revisions: Certain types of post-award changes in budgets and projects shall require the prior written approval. Requests for revisions shall be submitted to tpwd.contracting@tpwd.texas.gov for review.

Travel: Expenditures for travel and travel-related expenses that are eligible for reimbursement will be reimbursed at the official rate authorized by the State of Texas located at https://fmx.cpa.texas.gov/fmx/travel/textravel/rates/current.php. Such cost must be charged on an actual cost basis up to, but not to exceed, the per diem rates as applicable. *Certain expenditures may be reimbursed at either an actual cost basis or the per diem rates according to the Performing Entity's travel policy.*

Tips or gratuities and purchase of alcohol are not reimbursable expenses.

Backup documentation as required by the Performing Entity's travel policy must be submitted with reimbursement request. It is the Performing Entity's responsibility to notify TPWD of any changes to their travel policy.

Materials and Supplies: The cost of materials and supplies should be charged at their actual prices. Proper documentation is required for reimbursement.

Indirect Cost: No indirect costs are associated with this Contract.

Reimbursement Conditions: Reimbursements are conditioned on the Contract activities being performed in compliance with the Contract.

IV. CONTRACT AMOUNT:

The total reimbursable amount of this Contract shall not exceed **$ 50,000 (fifty thousand dollars)**.

Budgeted monies not spent in a given fiscal year are not eligible to be rolled over to the following fiscal year(s).

Fund availability for this contract is dependent on a funding source which is approved on a fiscal year (9/1 – 8/31) basis. Consequently, this contract is subject to cancellation, without penalty, either in whole or in part, if those funds are unavailable, to TPWD.

TLE is responsible for providing all remaining funds needed to complete the Kayak Launch Angler Access Project per the Statement of Work and Budget in Attachment A.

V.PAYMENT FOR SERVICES:

TPWD shall pay for services received from appropriation items or accounts of TPWD from which like expenditures would normally be paid, based upon vouchers drawn by TPWD payable to TLE.

For payment purposes, TLE (Entity receiving payment) shall submit to TPWD (agency making payment) an invoice with the TLE's RTI (for funds transfer between state agencies at the Treasury) or a Purchase Voucher (for deposit in local bank account). TPWD will enter payment information into USAS. This shall be recorded by TPWD in USAS as a federal pass through, expenditure code 7611 (city).

Payments received by Performing TLM shall be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.

Any excess costs over the TPWD contribution toward one awarded contract cannot be submitted for reimbursement against another contract.

Ten Percent (10%) of fiscal year funds will be held until receipt and acceptance of annual/final report by TPWD. TPWD will reimburse TLE for one hundred percent (100%) of each invoice submitted up to ninety percent (90%) of the project budget.

VI. INVOICING:

Payments for service performed shall be billed at least quarterly, but not more frequently than monthly.

INVOICES WILL BE SENT TO:

Texas Parks and Wildlife Department
Attn: raphael.brock@tpwd.texas.gov

Invoice Schedule: Invoices for services performed shall be billed: **Quarterly**. Quarterly invoices shall correspond to the State of Texas fiscal year as follows:

Invoice Quarter	Period of Expenditures	Due On or Before
1st Quarter	September 1st – November 30th	January 29th
2nd Quarter	December 1st - February 28th/29th	April 29th
3rd Quarter	March 1st – May 31st	July 30th
4th Quarter	June 1st – August 31st	October 30th

Invoices submitted that cross fiscal years (9/1 – 8/31) will be returned to TLE **for modification and resubmission.**

Reimbursement requests shall be submitted on TPWD's Vendor Invoice – GA123; invoice available for download at http://tpwd.texas.gov/business/grants/. A sample invoice is attached hereto as Attachment C.

Documentation Requirements: Invoices shall detail each expense by Budget category in accordance with Attachment A and shall be supported by appropriate back up documentation that, in the judgment of TPWD, allows for full substantiation of the costs incurred **(i.e. actual cost receipts from vendors for all expenditure line items including meals, incidentals, lodging, purchases of supplies/equipment)** during the invoiced period.

If the invoice or backup documentation is not complete it will delay the processing of your invoice.

All invoices and reports must be received within 60 days of end of each fiscal year or termination of contract. Invoices not received within this time frame may not be paid.

VII. CONTRACT CLOSEOUT:

TLE must account for any real and personal property acquired with Contract funds or received from TPWD. TPWD will determine appropriate disposition of such property in accordance with TxGMS requirements.

TLE must submit to TPWD, no later than 60 calendar days after the end date of the period of performance, all financial, performance, property, and other reports as required by the terms and conditions of this Contract. TPWD will close-out the project when it determines that all applicable administrative actions and all required work of the Contract have been completed by TLE. If TPWD determines that all applicable administrative actions and all required work of the Contract have been completed, the final 10% of Fiscal year funds that were held will be released. TPWD will make prompt payments to TLE for allowable reimbursable costs under the Contract being closed out.

VIII. CONTRACT ADMINISTRATION:

TPWD Project Coordinator
Raphael Brock
Natural Resources Specialist
6200 Hatchery Rd
Ft. Worth, Texas 76114
(817) 732-0761
Raphael.brock@tpwd.texas.gov

TPWD Contract Point of Contact
Amy Ringstaff, CTCM, CTCD
Contract Specialist
4200 Smith School Road
Austin, Texas 78744
Phone: (512) 389-4779
Tpwd.contracting@tpwd.texas.gov

TLE Project Coordinator
Chad Hyde
Director of Community Services
100 W, El Dorada Pkwy
Little Elm, Texas 75068
(972) 731-3296
chyde@littleelm.org

TLE Contract Point of Contact
Chad Hyde
Director of Community Services
100 W, El Dorada Pkwy
Little Elm, Texas 75068
(972) 731-3296
chyde@littleelm.org

IX. TERM OF CONTRACT:

This Contract is to begin **upon signature by both parties** and shall terminate on **August 31, 2023**.

Pre-award costs as of **April 1, 2023** are allowable only to the extent that they would have been allowable if incurred after the date of execution. All pre-award costs incurred by TLE are incurred at TLE's risk.

An extension to this contract may be granted with prior written approval by TPWD. Any extensions shall be at the same terms and conditions, plus any approved changes.

This contract is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature, or otherwise made available, to TPWD.

X. DEFINITIONS:

As used throughout this contract, the following terms shall have the meaning set forth below:

A. Capitalized Property is real or personal property that have an estimated life of greater than one year. A capital asset has a value equal to or greater than the capitalization threshold established for that asset type.
B. Controlled Property is a capital asset that has a value less than the capitalization threshold established for that asset type; however, due to its high-risk threshold, it is required to be reported to SPA. The Comptrollers controlled assets list can be found online at: https://fmx.cpa.texas.gov/fmx/pubs/spaproc/appendices/appa/appa_6.php.
C. Contractor shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the Performing Entity.
D. Deliverables means the work product(s) required to be submitted to TPWD as set forth in the Work Plan.
E. Equipment means tangible personal property having a useful life of more than one (1) year and an acquisition cost of at least Five Thousand Dollars ($5,000).
F. Final Report means a written report that must be received by TPWD upon completion of the Work Plan, as set forth herein.
G. Public Information Act means Chapter 552 of the Texas Government Code.
H. Work Plan means the statement of work and special conditions, if any, contained in Attachment A.
I. TxGMS means Texas Grant Management Standards – the terms of which shall control for purposes of this Contract effective January 1, 2022. (https://comptroller.texas.gov/purchasing/grant-management/
J. SAM UEID means the U.S. Government System for Award Management (SAM) Unique Entity Identifier.

XI. GENERAL TERMS AND CONDITIONS:

Abandonment or Default: If Performing Entity defaults on the contract, TPWD reserves the right to cancel this Contract without notice.

Amendments: This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

Unilateral Amendment: TPWD may issue a unilateral amendment, which does not require the Performing Entity's signature, under circumstances that include the following: correcting an obvious clerical error in the contract; incorporating new or revised federal or state laws, regulations, rules, or policies; and/or amending the name and address of a contact.

Texas Public Information Act: The Performing Entity is responsible for complying with the provisions of Chapter 552 of the Texas Government Code (Texas Public Information Act) and the Attorney General Opinions issued under that statute. If the Performing Entity receives any requests for information created pursuant to or that pertains to this contract, Performing Entity will immediately notify TPWD, no later than three (3) business days after receiving the request. No public disclosures or news releases pertaining to this contract shall be made without prior written approval of TPWD as allowed by the laws of the State of Texas.

Right to Audit / Records Retention: Performing Entity understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, TPWD or any successor agency or federal agency with audit authority, to conduct an audit or investigation in connection with those funds. Performing Entity further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested. Performing Entity shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through the Performing Entity and the requirement to cooperate is included in any subcontract it awards. Performing Entity shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this Performing Entity's funds were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. Performing Entity shall maintain all such documents and other records relating to this Contract and the State's property for a period of seven (7) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Performing Entity shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the work of this Contract. Performing Entity and the subcontractors shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit.

Disallowed Costs: The Performing Entity is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

Supplies: If Performing Entity has a residual inventory of unused supplies exceeding $5,000 in total aggregate value, Performing Entity will notify TPWD and get instructions for disposition.

Dispute Resolution: Any disputes arising from this Contract shall be resolved using Chapter 2009 of the Texas Government Code.

TPWD may avail itself of any remedy or sanction provided in this Contract or in law to recover any losses arising from or caused by Performing Entity's substandard performance or any non-conformity with this Contract or the law.

Performing Entity shall carry on the Contract Activities and adhere to the progress schedule during all disputes or disagreements with TPWD unless ordered to stop the Contract Activities. No Contract Activities shall be delayed or postponed pending resolution of any disputes or disagreements.

Neither payment by TPWD nor any other act or omission other than an explicit written release constitutes a release of Performing Entity from liability for losses under this Contract.

Termination: This Contract shall terminate upon full performance of all requirements contained in this Contract, unless otherwise extended or renewed as provided in accordance with the contract terms and conditions.

Termination for Default: TPWD may, by written notice of default to the Performing Entity, terminate this Contract, in whole or in part, for cause if the Performing Entity fails to perform in full compliance with the contract requirements, through no fault of TPWD. TPWD will provide a thirty (30) day written notice of termination to the Performing Entity of intent to terminate, and TPWD will provide the Performing Entity with an opportunity for consultation with TPWD prior to termination.

Upon receipt of written notice to terminate, the Performing Entity shall promptly discontinue all services affected (unless the notice directs otherwise) and shall deliver or otherwise make available to TPWD, all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Performing Entity in performing this Contract, whether completed or in process.

Termination for Convenience: Performing Entity may terminate this Contract with thirty (30) days written notice if circumstances beyond its control prevent its fulfillment of the Contract. Performing Entity shall notify TPWD in writing of the reasons for and the effective date of termination. TPWD will submit such documentation to USFWS.

Upon its delivery of written notice to terminate, Performing Entity shall promptly discontinue all services affected (unless the notice directs otherwise) and shall deliver or otherwise make available to TPWD, all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Performing Entity in performing this Contract, whether completed or in process.

In the event of termination for any reason, the Performing Entity shall be paid for all work satisfactorily completed to the date of termination and for any non-cancelable obligations related to the Contract, such reimbursement not to exceed the total amount specified in this Contract.

Non-discrimination: The undersigned is subject to Title VI of the Civil Rights Act of 1964, Section 504 or Rehabilitation Act of 1973, Title II of the Americans with disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex or disability. Further, it is agreed that no individual will be turned away or otherwise denied access to or benefit from any program or activity that is directly associated with a program on the basis of race, color national origin, age, and sex (in educational activities) or disability. The prime contractor shall ensure that this clause is included in all subcontracts.

Civil Rights: The Performing Entity agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds available under this Contract. To the extent applicable to this Contract, the Performing Entity shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor."

U.S. Department of Homeland Security's E-Verify System: By entering into this Contract, the Performing Entity certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

a) All persons employed to perform duties within Texas, during the term of the Contract; and
b) All persons (including subcontractors) assigned by the Performing Entity to perform work pursuant to the Contract, within the United States of America.

The Performing Entity shall provide, upon request of TPWD, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Performing Entity, and Performing Entity's subcontractors, as proof that this provision is being followed.

If this certification is falsely made, this Contract may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification.

Cultural and/or Paleontological Resources: Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the Performing Entity, or any person working on the Performing Entity's behalf, shall be immediately reported to TPWD and the State Historic Preservation Officer (SHPO). The Performing Entity shall stop all operations in the area of potential effect until written authorization to proceed is issued by TPWD and SHPO after determination of appropriate actions to prevent the loss of significant cultural, religious, or scientific values.

Assignment: The Performing Entity shall not assign or subcontract the whole or any part of the Contract without TPWD's prior written consent.

Entire Agreement; Modifications: The Contract supersedes all prior agreements, written or oral, between Performing Entity and TPWD and will constitute the entire Contract and understanding between the parties with respect to the subject matter hereof. The Contract and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by TPWD and Performing Entity.

Venue and Governing Law: This Contract shall be governed by the laws of the State of Texas. The proper place of venue for suit on or in respect of the Contract shall be Travis County.

Availability of Funds: The contract is subject to termination or cancellation, without penalty to TPWD, either in whole or in part, subject to the availability of state or federal funds. TPWD is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TPWD becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated or available funds which would render TPWD's or Performing Entity's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, TPWD will not be liable to Performing Entity for any damages, that are caused or associated with such termination, or cancellation and TPWD will not be required to give prior notice.

Proprietary or Confidential Information: Performing Entity will not disclose any information to which it is privy under this Contract without the prior consent of TPWD.

Identification of Confidential Information: Confidential Information disclosed that Discloser, in good faith, regards as confidential and/or proprietary shall be clearly marked as "Confidential," "Proprietary," or bear any other appropriate notice indicating the sensitive nature of such Confidential Information. Any Confidential Information not easily marked, including Confidential Information which may be orally disclosed, shall, within thirty (30) days of its disclosure, be summarized in writing and designated confidential by Discloser. Confidential Information shall not be afforded the protection of this Contract if such Confidential Information:

a) has been, is now, or later becomes publicly available through no fault of Recipient;
b) has been, is now, or later becomes rightfully learned by Recipient from a third party who is not under restriction or duty imposed by Discloser;
c) has been, is now, or later is furnished to third parties by Discloser, if such disclosure is, or has been, made to third parties without similar restriction, duty or limitation of use;
d) was known to Recipient prior to the date it received such Confidential Information from Discloser in a capacity without restriction or limitation on its dissemination;
e) has been, is now, or later is independently developed by Recipient without use of or resort to such Confidential Information, and can be so proven by written records; or
f) must be disclosed pursuant to law or court order, including the Public Information Act, provided the Receiver shall, whenever practicable, promptly notify Discloser.

Publication: Either Party may publish its results from this research project, subject to applicable landowner permission restrictions and any other restrictions contained herein. However, the publishing Party shall provide the other Party a thirty day (30) period in which to review proposed publications, identify proprietary or confidential information, and to submit comments. The publishing Party will give full consideration to all comments before publication and will be responsible for ensuring compliance with landowner permission restrictions.

Certification Regarding Debarment, Suspension, Ineligibility, And Voluntary Exclusion: Performing Entity certifies that it and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity, that the Performing Entity is in compliance with the State of Texas statutes and rules relating to procurement and that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

Severability: Each provision of this Contract is distinct and severable from the others. If one or more provisions is or becomes invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the Parties agree to substitute a provision as similar to the offending provision as possible without its being invalid, unlawful or unenforceable.

System for Award Management (SAM): Prior to awarding state funds for goods and/or services rendered, the State of Texas will conduct a required search of an entity using the Federal System for Award Management (SAM). This is a Federal government maintained database that records and tracks organizations, either known to or suspected of contributing to terrorist organizations. No state funds may be paid to a Performing Entity whose name appears on this list. TPWD reserves the right, in its sole discretion, to deny and/or exclude any individual or firm from an award whose name appears on this list.

Conflict of interest: The Performing Entity must disclose in writing any potential conflict of interest to TPWD in accordance with applicable awarding agency policy.

Child Support Obligation: Performing Entity represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and contractors to certify accordingly: "Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."

Executive Head of a State Agency Affirmation: In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Performing Entity certifies that it is not (1) the executive head of TPWD, (2) a person who at any time during the four years before the date of the contract or grant was the executive head of TPWD, or (3) a person who employs a current or former executive head of TPWD.

Open Meetings: If the Performing Entity is a governmental entity, Performing Entity represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

Public Camping Ban: Performing Entity certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code §364.003. If Performing Entity is currently being sued under the provisions of Local Government Code §364.003, or is sued under this section at any point during the duration of this grant, Performing Entity must immediately disclose the lawsuit and its current posture to TPWD.

Reporting Suspected Fraud and Unlawful Conduct: Performing Entity represents and warrants that it will comply with Section 321.022 of the Texas Government Code which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

[signature page follows]

The undersigned contracting parties do hereby certify that the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected government entities.

RECEIVING AGENCY	PERFORMING ENTITY
TEXAS PARKS AND WILDLIFE DEPARTMENT	TOWN OF LITTLE ELM, TEXAS
By:	By:
Amy Ringstaff, CTCM, CTCD Contract Specialist	
Date:	Date:
SAM UEID: EVA9NVGH2K85	SAM UEID: **Y38QJRBBB3Y1**

Attachment A

Habitat and Angler Access Program

Scope of Work

The Scope of Work allows the applicant to provide greater detail on the proposed project that they might not have been able to include in the proposal with a 4-page limit. The Scope of Work also requires more specific project area and budget details. Please complete all sections of the Scope of Work form and submit along with items listed in the Scope of Work Submission Checklist in this form.

Applying Organization: Town of Little Elm Texas; 100 W. Eldorado Parkway, Little Elm, TX, 75068; Chad Hyde, Director of Community Services, chyde@littleelm.org, 972-731-3296.

Project Location: The project will be installed on the shores of Lewisville Lake, at Cottonwood Park in Little Elm, Texas. The Fisheries Management District is Dallas-Fort Worth (Rafe Brock, Supervisor).

Project Type:

☐ Habitat Restoration or Enhancement

☒ Shoreline and Bank Angler Access

☐ Both Habitat Restoration/Enhancement and Shoreline and Bank Angler Access

Project Summary: The Town of Little Elm requests $50,000 to install a floating kayak dock/launch for angler access, with interpretive signage, along the shores of Lewisville Lake, at Cottonwood Park in Little Elm, Texas. The project meets all three priorities for the program's angler access program: 1) the project creates a new kayak fishing opportunity; 2) the project is approximately 40 minutes from downtown Dallas, less than 50 miles from the Dallas-Fort Worth Metroplex; and 3) the project creates new connectivity on the planned Lewisville Lake Paddling Trail – a 100-mile blue trail along the perimeter of the lake, coordinated among multiple jurisdictions with over 40 planned sites for paddling access and launches, including the proposed Cottonwood Park site.

Anglers and recreational kayakers drop into the lake at a few spots around Town, including at the lakefront beach and boat ramp, but there is no formal kayak dock and no ADA-access. The proposed launch has been identified by Town residents and City Council as a priority and is part of a phased plan for Cottonwood Park that includes parking, restrooms, pavilions, playgrounds, trails, RV and campground sites, and eventually a restaurant next to the Cottonwood Creek Marina.

Project Need: The project need is great. While Little Elm has 66 miles of shoreline with shaded coves ideal for fishing, much of that is still undeveloped without access to nearby parking or amenities like restrooms or water stations. In addition, while Little Elm has many kayak anglers, there are no formal kayak docks nor ADA-provisions. Anglers often use the boat ramp in town or at the Cottonwood Creek Marina, intermingling with larger boats, which can create safety and crowding issues and long wait times. The Cottonwood Creek Marina is also private property, open 9 a.m. to 8 p.m. and closed Tuesdays. The proposed project addresses these deficiencies by improving *access* and *quality* for kayak anglers.

The project will generate new angler access by installing a launch dock at Cottonwood Park open to the public 24/7. Cottonwood Park is a 162-acre park that includes lush, wooded areas and nature trails along with athletic fields and adjacent to the privately-owned Cottonwood Creek Marina. The community park is a staple in the Town, yet large segments remain completely undeveloped and basically unusable for public recreation – including miles of lakefront shoreline and coves. The Town was recently awarded grant funds from the TPWD Non-Urban Outdoor Recreation program to develop Phase I of the master plan for the park. Phase I will include restrooms, 200 parking spaces within a short walking distance to the proposed launch site, lakeside playground, picnic tables, pavilions, restrooms/water, trash bins and over 5,000 linear feet of trails.

The space will be ideal for day-use kayak anglers and provides new access in a part of Town that has been inaccessible for kayaks until now. The location is an important aspect of the project. Cottonwood Park is essentially a collection of three peninsulas, with secluded coves ideal for fishing. Most kayakers drop in at points around the northern part of the Town, with little access to these coves. The project opens 24/7 access to the southern peninsulas of the Town near the marina – known to be one of the best spots to fish. The area will be a priority destination when the launch is installed. Lewisville Lake is a highly utilized fishery, with strong growth potential along the southern Little Elm peninsulas. The project will provide new access to the plentiful fish in the lake, such as white crappie and white bass, largemouth bass (the most popular fish in Texas), blue and channel catfish, and stocked hybrid striped bass.

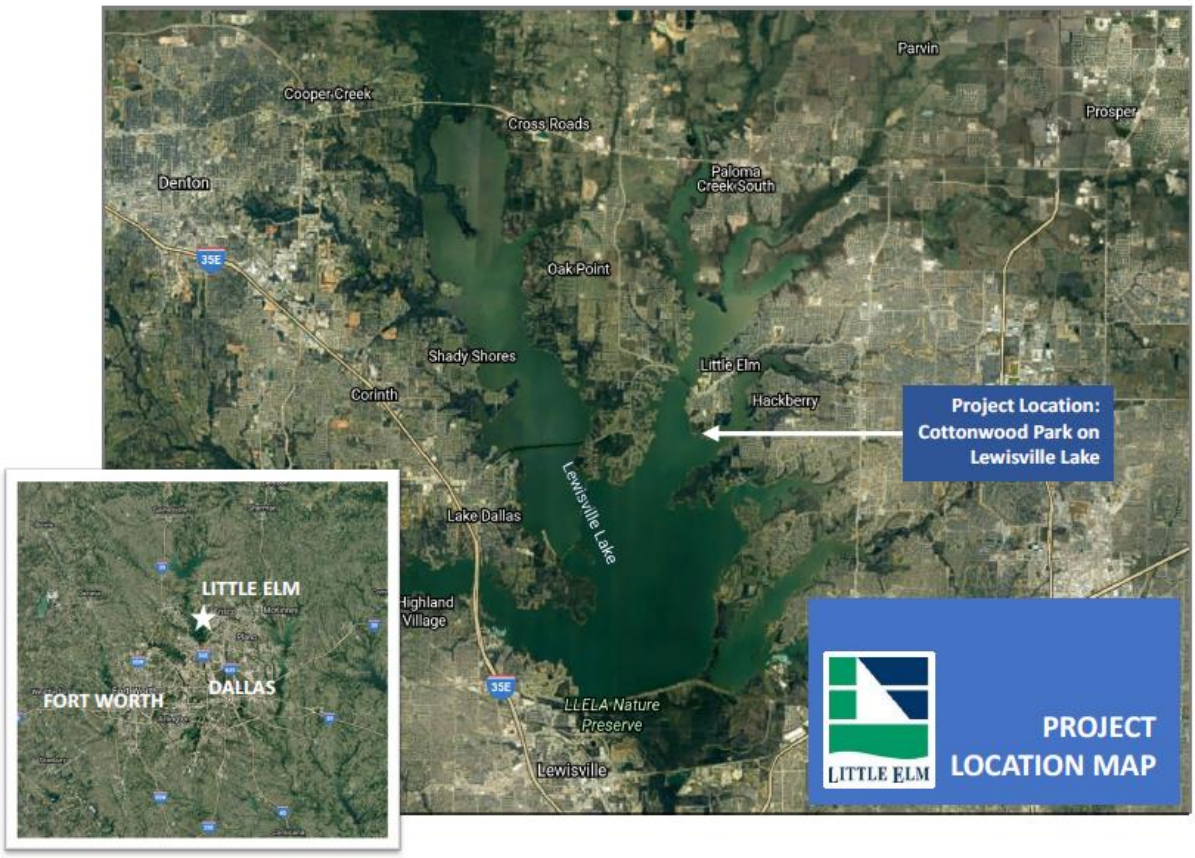
The project will improve quality angling opportunities. First, the new floating kayak launch dock will have an ADA-accessible gangway, with additional safety features including guide rails, grab bars and tie-down cleats, and bringing the first kayak launch to Little Elm. The project also improves the experience with the installation of educational interpretive signage detailing the types of fish and the benefits of angling and healthy aquatic systems at Lewisville Lake. And, as an identified access point on the Lewisville Lake Paddling Trail, anglers will benefit from the Trail's forthcoming signage, markers, and paddling trail maps. The Town has a partnership with the City of Denton, which is leading the Paddling Trail effort (please see attached letter), and will benefit from, and collaborate on their press releases, outreach, and events. Additional partners for the Paddling Trail include the cities of Lewisville, Highland Village, Cross Roads, and The Colony, the Trinity Coalition, and the Greenbelt Alliance. The Lewisville Lake Paddling Trail will eventually tie into the Trinity River paddling system, recognized by the US Secretary of the Interior as a national blue trail in 2020. Additionally, the project location was identified, in part, due to its proximity to angler-friendly amenities coming with Phase I of Cottonwood Park - restrooms, playground, picnic tables, shaded pavilions, and of great importance - parking. Fishing kayaks are heavy, often weighing between 80 and 115 pounds before they are rigged with fishing and safety gear. Having parking nearby is essential to ensure heavy utilization of the launch. This launch will also allow kayakers to drop in at a location not utilized by motorized boats, meaning a less stressful environment for beginner anglers, and less traffic in fishing areas.

Project Objectives: The project will improve angler access by installing the first kayak launch dock in Little Elm at an ideal location for anglers. Cottonwood Park (project location) is beginning Phase I of development this fall, including multiple amenities desired by anglers, and opening up access to the southern peninsulas of the Town. Notably, the access to the Cottonwood Park coves will provide public access for kayak anglers to paddle to the nearby marina for optimal fishing. Fish love marinas because of the abundant shade and food available. Additional objectives include connectivity to a larger system of blue trails for angling and fulfilling a priority for Little Elm residents.

Project Monitoring and Evaluation: The proposed project will not be part of a TPWD research project. The project will include quarterly monitoring and reports during grant management, to include anecdotal data regarding the increase of fishing at the project site. Pre-monitoring activities include a report of zero usage at the existing site; Post monitoring activities include developing and posting a survey on the Town's Parks webpage, social media, and through partner social media. The Town will include findings in quarterly reports. The Town of Little Elm is committed to maintenance of the proposed kayak launch dock for 15+ years. Parks and Recreation staff inspect parks and amenities daily, and the Town provides yearly reports to the US Army Corps of Engineers (USACE), which manages Lewisville Lake. USACE identifies any needed repairs or upgrades, and Little Elm provides reports on resolution of any issues. The Town holds a 25-year lease with USACE to add public and recreational amenities on Lewisville Lake (renewed every 25 years, so essentially it is in perpetuity). Please see Lease, included. The Town has worked with TPWD on multiple projects on USACE property, including the latest 2020 grant from the Outdoor Recreation Program for Cottonwood Park Phase I. The Town includes projects on Lewisville Lake in an annual Operations Plan submitted to USACE and will include the kayak launch dock in that plan. Thus, the project is subject to oversight by the Town, USACE, and TPWD.

Project Maps:

Below


Parvin
Cooper Creek
Cross Roads
Prosper
Denton
Paloma Creek South
35E
Oak Point
Shady Shores
Little Elm
Corinth
Hackberry
Project Location: Cottonwood Park on Lewisville Lake
Lewisville Lake
Lake Dallas
LITTLE ELM
Highland Village
FORT WORTH
DALLAS
35E
LLELA Nature Preserve
Lewisville
LITTLE ELM
PROJECT LOCATION MAP


Waterview Dr
Lake Haven Dr
Lake Bluff Dr
Little Elm Area Food Bank
Lakeside Middle School
Marion Field
Colin Powell Sixth Grade Center
Two Dove Outdoors
Cottonwood Park Trail
Shell Beach Dr
Shell Beach Dr
Cottonwood Ballfields
Project Location
Nautical Boat Club- Little Elm
Cottonwood Park
Cottonwood Creek Marina
3D



Timeline:

The proposed timeline is below:

Task 1. Execute Grant Agreement with TPWD: December 2021
Task 2. Grant Administration, Status Reports, and Quarterly Invoicing: Ongoing
Task 3. Submit Plans to USACE and Receive Consent to Construct Letter: January 2022 – June 2022
Task 4. Design/Construction Plan Submission to TPWD: June 2022
Task 5. Construction Plan Approval from TPWD: July 2022
Task 6. Procurement/Award/Execute Construction Contract/Conduct Kick-off Meeting: August - October 2022
Task 7. Construction: October 2022 – September 2023 (includes all of Phase I with launch)
Task 10. Conduct Monthly Progress Meetings: Ongoing
Task 11. Project Completion: Inspection and Closeout: October 2023
Task 12. Project Operations and Maintenance; Records Retention: Ongoing

Budget Narrative:

A total of $50,000 was requested and approved for the installation of the kayak access dock and associated interpretive sign. These funds will be used to contract the construction of the kayak access dock and interpretive sign. The City of Little Elm will pay for the construction up front and will request the funds acquired thru the grant as a reimbursement. Below is the quoted estimate obtained from the contractor to build the kayak access dock.

EZ Dock of Texas, LP.
3500 Raider Drive
Hurst, TX 76053

Customer Name
City of Little Elm

Proposal

Date	Estimate #
8/19/2021	15870
Terms	**Salesman**
	David

Qty	Item	Description	Price	Total
	BUYBOARD	BUYBOARD COOPERATIVE PURCHASING DISCOUNT - CONTRACT #592.19		0.00
1	W400430	ALUMINUM GANGWAY W/RAILING 4' WIDE X 30' LONG	8,370.00	8,370.00
30	W-ADA	PRICE PER LINEAR FOOT TO ADD INSIDE 30 INCH RAIL AND TOE RAIL	95.00	2,850.00
1	W400401-24	4' WIDE X 24" DEEP TRANSITION PLATE	669.00	669.00
1	W400401-12	48" x 12" TRANSITION PLATE	445.00	445.00
1	W300300	ROLLER KIT FOR ALUMINUM GANGWAY	307.00	307.00
1	ACE-4848-16	48'x48'x16' Foam Filled Float 1215# Buoyancy	424.00	424.00
6	208010	80" X 10' DOCK SECTION	2,578.00	15,468.00
1	200900	KAYAK LAUNCH - RESIDENTIAL 60" X 168"	2,199.00	2,199.00
40	301100	COUPLER SET WITH COMPOSITE HARDWARE	67.00	2,680.00
5	215350	HEAVY DUTY PIPE BRACKET FOR 3.5" PIPE WITH COUPLER SETS	351.00	1,755.00
5	120035	20' LONG X 3.5" GATORSHIELD GALVANIZED STEEL TUBING	500.00	2,500.00
5	TELESCOPE	PIPE TELESCOPE EXTENSIONS	290.00	1,450.00
5	LL350	SOLAR POWERED LED POST LIGHT FOR 3.5 O.D. PIPE - SINGLE	99.00	495.00
2	300970AL	POLYETHYLENE BENCH KIT WITH ARMRESTS	857.00	1,714.00
16	100900	HANDRAIL POST KIT - SINGLE POST WITH MOUNTING HARDWARE	223.00	3,568.00
55	100900-3RAIL	THREE RAILS FOR 100900 RAIL POSTS PRICE PER LINEAR FOOT	24.00	1,320.00
		INVOICE SUBTOTAL		46,214.00
	BUYBOARD	BUYBOARD COOPERATIVE PURCHASING DISCOUNT - CONTRACT #592.19	-11.00%	-5,083.54

Subtotal	
Sales Tax (0.0%)	
Total	

Customer Acceptance & Date:

Phone #	Fax #	E-mail EZ Dock of Texas	EZ Dock of Texas, LP. Website
817-684-0202	817-510-7909	sales@ezdocktexas.com	www.ezdocktexas.com

EZ Dock of Texas, L.P.
3500 Raider Drive
Hurst, TX 76053

Customer Name
City of Little Elm

Proposal

Date	Estimate #
8/19/2021	15870
Terms	**Salesman**
	David

Qty	Item	Description	Price	Total
	INSTALLATION	SETUP/INSTALLATION	6,750.00	6,750.00
	BONDING	PROJECT BONDING FEE	1,500.00	1,500.00

Customer is responsible for all permits that might be required. All warranties are by the manufacturer and cover defects in materials & workmanship only. Damage due to abuse or lake/weather conditions is not covered by warranty. EZ Dock of Texas, LP. warrants all labor for one year from date of installation. Labor warranty does not cover damage due to abuse or lake/weather conditions. Any warranty claim must be returned to EZ Dock facilities for processing. Project quotes that require bonding will incur additional 3% Bonding Surcharge.
Prices valid for 30 days unless stated otherwise and are subject to periodic manufacturer increases.

Customer Acceptance & Date: _____

Subtotal	$49,380.46
Sales Tax (0.0%)	$0.00
Total	$49,380.46

Phone #	Fax #	E-mail EZ Dock of Texas	EZ Dock of Texas, LP. Website
817-694-0202	817-510-7909	sales@ezdocktexas.com	www.ezdocktexas.com

Site Photographs:

Little Elm Cottonwood Park Angler Access

Photo Pages
Existing Conditions



Photo 1. A view of Lewisville Lake from Cottonwood Park. The project will install a floating kayak dock/launch along the shoreline. Across this section of the lake, you can see another of the peninsulas at Cottonwood Park, a three-peninsula, 162-acre park master planned for multiple recreational uses.



Photo 2. Currently, Cottonwood Park is marked with grasslands and meadows – much of it yet undeveloped. Little Elm has secured grant funding from the TPWD Local Parks Program to develop Phase I of the park, including a lakeside playground, pavilions, picnic tables, trails, restrooms/water, and a 200-space parking lot near the proposed kayak launch. Please see the accompanying maps.

Little Elm Cottonwood Park Angler Access

Photo Pages
Existing Conditions



Photo 3. Another view of existing conditions: one of the natural trails at Cottonwood Park. In the distance, you can see Lewisville Lake. The launch will be near the funded parking lot for ease of kayak transport.



Photo 4. The kayak launch will be installed along the shoreline of the park, in one of the peninsula's coves.

Little Elm Cottonwood Park Angler Access

Photo Pages
Existing Conditions



Photo 5. A portion of Cottonwood Park has already been developed. The park includes Cottonwood Creek Marina, accessible between 9:00 a.m. 8:00 p.m. daily; closed Tuesdays. The new kayak launch will give kayak anglers a separated dock, away from the marina, and separated from boat traffic with 24/7 access.



Photo 6. A view of the entrance to Cottonwood Park, lighted and well-paved.



Photo 7. A view of the athletic fields at Cottonwood Park, one of the existing amenities.

Little Elm Cottonwood Park Angler Access

Photo Pages
Similar Launch Photo



Photo 8. A photo of the same model/type launch in nearby Weatherford, TX. The ADA-accessible 4' x 30' gangplank comes with hand rails, an 80" x 10' dock, 60" x 168" kayak launch, and the addition of a solar powered LED post light.

Scope of Work Submission Checklist:

☒Scope of Work form

☒Project location map (shows location of project within waterbody).

☒Project detail map (shows areas where various restoration or construction actions will occur).

Google Earth KML or ESRI Shapefiles are required.

☒Site photographs

☒Authorization letter, if the applicant is not the controlling authority of the water body.

☒Supporting compliance documentation (if applicable; i.e., U.S. Army Corps of Engineers correspondence, Texas Historical Commission, Texas Commission on Environmental Quality, Texas General Land Office, TPWD permits, etc.)

☒Documentation of proposed match (e.g., letter of intent to provide funds, materials, etc.).

☒Completed budget template.

Budget Template:

Category	TPWD Funds (requested)	Matching Funds	Total
a. Personnel	NA	$	$
b. Travel	$	$	$
c. Equipment*	$	$	$
d. Supplies	$	$	$
e. Contractual	$49,380	$	$49,380
f. Construction	$	$	$
g. Other	$620	$380	$1,000
Total	$50,000	$380	$50,380

The budget template should be itemized and list specific expenses.

*Purchase of equipment over $5,000. Rented equipment should be categorized under “Contractual” or “Other.”

A completed Scope of Work for each approved project is due by **5:00 PM Central Standard Time on December 16, 2021**.

Please submit completed Scope of Work form and supporting documents via email to FishGrants@tpwd.texas.gov.

Email attachments are limited to 30 MB per email. If submitting Scope of Work and supporting documents in multiple emails, notify FishGrants@tpwd.texas.gov to expect multiple emails. Note: TPWD email system does not support .zip file

LANDOWNER PERMISSION FOR WILDLIFE RESEARCH AND INVESTIGATION

(Pursuant to Section 12.103 of the Texas Parks and Wildlife Code)

Consent for Access:
By my signature below, I hereby authorize Texas Parks and Wildlife Department (Department) employees, or persons working on behalf of the Department, to enter private property I own or manage for the purpose of conducting scientific research and investigation regarding wildlife and natural resources, to record and use site specific information from the property for scientific research and investigation, and to allow public access to the information to the degree authorized below.

_____
Optional (Authorized scientific research, investigation, or activity)

PLEASE SELECT **ONLY ONE** OF THE FOLLOWING OPTIONS BY PLACING AN "X" IN THE CORRESPONDING CHECK BOX**:**

☐ **Release of Location Specific Information:** By my signature below**,** I authorize the Department to store the information collected in publicly available Department databases. The information may be used in Department reports, maps, publications, environmental project reviews, or otherwise be made available to the public in a manner that **will allow** identification of the specific parcel location of the private property I own or manage.

OR

☐ **Release of Non-Location Specific Information:** By my signature below, I authorize the Department to store the information collected in publicly available Department databases. The information may be used in Department reports, maps, publications, environmental project reviews, or otherwise be made available to the public in a manner that is generalized to a level that **will not allow** identification of the specific parcel location of private property I own or manage.

_____ _____
(Signature of landowner or authorized agent) (Date)

Name and Address: (Please print legibly)

_____
(Name of Landowner or Authorized Agent)

_____
(Property, Ranch, or Tract name)

_____
(Address)

_____
(City, State, Zip)

_____ _____ _____
(Home Phone) (Office Phone) **optional** (FAX) **optional**

_____
(Email Address) **optional**

Texas Parks and Wildlife Department maintains the information collected through this form. With few exceptions, you are entitled to be informed about the information we collect. Under Sections 552.021 and 553.023 of the Texas Government Code, you are also entitled to receive and review the information. Under Section 559.004, you are also entitled to have this information corrected. For assistance call 512-389-4978.

Vendor Invoice worksheet available electronically at: http://www.tpwd.state.tx.us/business/grants/

TEXAS PARKS AND WILDLIFE DEPARTMENT
INVOICE

1. VENDOR ID:		**2. INVOICE DETAIL:**	#			MM/DD/YY
3. RTI (if applicable):						
4. TPWD CONTRACT/AGREEMENT NUMBER:		**5. CURRENT PERIOD PAYMENT AMOUNT REQUESTED:**				**$0.00**
6. RECIPIENT ORGANIZATION (NAME AND COMPLETE ADDRESS, INCLUDING ZIP CODE):		**7. FINAL INVOICE:**		YES		NO
		8. ACCOUNTING BASIS:	X	CASH		ACCRUAL
		9. TOTAL PROJECT/GRANT PERIOD:				
		a. FROM:	MM/DD/YY	b. TO:	MM/DD/YY	
		10. PERIOD COVERED BY THIS REPORT:				
		a. FROM:	MM/DD/YY	b. TO:	MM/DD/YY	

11. EXPENDITURES BUDGET CATEGORIES:	**Total Contract Budget**	**Period Expenditures**	**Cumulative Expenditures** (Previous Cumulative+Period Expenditures)	****Available Balance as of: MM/DD/YY**
a. Personnel/Salary	$0.00	* $0.00	$0.00	$0.00
b. Fringe Benefits	$0.00	* $0.00	$0.00	$0.00
c. Travel	$0.00	* $0.00	$0.00	$0.00
d. Supplies	$0.00	* $0.00	$0.00	$0.00
e. Equipment	$0.00	* $0.00	$0.00	$0.00
f. Contractual	$0.00	* $0.00	$0.00	$0.00
g. Other	$0.00	* $0.00	$0.00	$0.00
h. Total Direct Costs (Sum a - g)	$0.00	$0.00	$0.00	$0.00
i. Indirect Costs (if allowable)	$0.00	$0.00	$0.00	$0.00
j. Total Amount Payable (h-i)	$0.00	$0.00	$0.00	$0.00

12. MATCH BUDGET CATEGORIES:	**Total Contract Budget**	**Period Expenditures**	**Cumulative Expenditures** (Previous Cumulative+Period Expenditures)	****Available Balance as of: MM/DD/YY**
a. Total Direct Costs	$0.00	* $0.00	$0.00	$0.00
b. Indirect Costs (if allowable)	$0.00	* $0.00	$0.00	$0.00
c. Local/In Kind Match	$0.00	* $0.00	$0.00	$0.00
d. Total Obligation Payable (Sum a-c)	$0.00	$0.00	$0.00	$0.00

13. PERCENTAGES	Budget %	Period %	Cumulative %
Expenditures	#DIV/0!	#DIV/0!	#DIV/0!
Match	#DIV/0!	#DIV/0!	#DIV/0!

*List (Itemize) on the appropriate supplemental form all component expenses comprising the total for each of these categories.

Please attach receipts, as required, in accordance with your agreement.

** Negative balances in any of the budget categories should be explained in a brief accompanying narrative.

14. CERTIFICATION I certify to the best of my knowledge and belief that the above charges accurately represent actual expenditures incurred during the period listed, that any prior approvals required for these items under the terms and condition of the subaward have been obtained, and all claimed costs are allowable under the terms and conditions of the subaward. I further certify that the costs claimed above have not been previously reimbursed.

a. Type or Print Name and Title of Authorized Certifying Official	**c. Telephone (Area code, number and extension)**
	d. Email address
b. Signature of Authorized Certifying Official	**e. Date Report Submitted (Month, Day, Year)**

Date:	05/16/2023
Agenda Item #:	5. E.
Department:	Development Services
Strategic Goal:	Ensure excellence in public services while keeping up with the growth in the community
Staff Contact:	Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Approve the **Release and Abandonment of Existing Easements located within proposed Phase 9 of the Union Park Subdivision.**

DESCRIPTION:

As part of the development of earlier phases of the Union Park Subdivision, a temporary turn-around easement was recorded to facilitate vehicular traffic turn-around movements. These temporary cul-de-sacs are commonly installed with the infrastructure for a specific phase and removed once the adjacent phase is completed.

An access, drainage, and utility easement was also dedicated in 2018 to accommodate infrastructure improvements. The improvements have been abandoned with the construction of Phase 9, leaving the easement areas unnecessary. The developer has requested approval to formally abandon the easement along with the final plat for Phase 9.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Turn-around Easement Abandonment

ADU Easement Abandonment

Original Turn Around Easement

Original ADU Easement

Final Plat Exhibit

RELEASE AND TERMINATION OF EASEMENT

THE STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF DENTON §

This RELEASE AND TERMINATION OF EASEMENT (this "Release") is executed by **Town of Little Elm, Texas**, a Texas municipality ("Grantee"), to be effective as of this ____ day of _____, 2023 (the "Effective Date").

WHEREAS, Grantee is the current sole holder of that certain Temporary Turn-Around Easement (the "Easement") dated August 22, 2017, recorded in the Real Property Records of Denton County, Texas on August 25, 2017, as Instrument No. 2017104843 affecting the property located in Denton County, Texas, as more particularly described in the Easement (the "Property").

WHEREAS, to the extent the Easement remains in effect, Grantee now desires to release and terminate the Easement.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are acknowledged, Grantee hereby agrees and states as follows:

1. Recitals. The Recitals set forth above are true and correct and incorporated herein by this reference.

2. Termination and Release. The Easement is hereby terminated, released and of no further force or effect as of the Effective Date. The Easement shall no longer encumber or run with title to the Property.

GRANTEE:

TOWN OF LITTLE ELM, TEXAS

By: _____
Name: _____
Its: _____

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2023, by _____, _____ of Town of Little Elm, Texas, on behalf of said municipality.

_____
Notary Public, State of Texas

WHEN RECORDED MAIL TO:

Hillwood Development Company, LLC
3000 Turtle Creek Blvd.
Dallas, Texas 75219
Attn: Michele Ringnald
Attn: John Emslie

RELEASE AND TERMINATION OF EASEMENT

THE STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF DENTON §

This RELEASE AND TERMINATION OF EASEMENT (this "Release") is executed by **Town of Little Elm, Texas**, a Texas municipality ("Grantee"), to be effective as of this ____ day of _____, 2023 (the "Effective Date").

WHEREAS, Grantee is the current sole holder of that certain Access, Drainage and Utility Easement (the "Easement") dated August 15, 2018, recorded in the Real Property Records of Denton County, Texas on August 24, 2018, as Instrument No. 2018100884 affecting the property located in Denton County, Texas, as more particularly described in the Easement (the "Property").

WHEREAS, to the extent the Easement remains in effect, Grantee now desires to release and terminate the Easement.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are acknowledged, Grantee hereby agrees and states as follows:

1. Recitals. The Recitals set forth above are true and correct and incorporated herein by this reference.

2. Termination and Release. The Easement is hereby terminated, released and of no further force or effect as of the Effective Date. The Easement shall no longer encumber or run with title to the Property.

GRANTEE:

TOWN OF LITTLE ELM, TEXAS

By: _____
Name: _____
Its: _____

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2023, by _____, _____ of Town of Little Elm, Texas, on behalf of said municipality.

_____
Notary Public, State of Texas

WHEN RECORDED MAIL TO:

Hillwood Development Company, LLC
3000 Turtle Creek Blvd.
Dallas, Texas 75219
Attn: Michele Ringnald
Attn: John Emslie

Denton County
Juli Luke
County Clerk

Instrument Number: 104843

ERecordings-RP

EASEMENT

Recorded On: August 25, 2017 10:26 AM

Number of Pages: 17

" Examined and Charged as Follows: "

Total Recording: $90.00

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	104843
Receipt Number:	20170825000202
Recorded Date/Time:	August 25, 2017 10:26 AM
User:	Terri B
Station:	Station 20

Record and Return To:

eRx

STATE OF TEXAS
COUNTY OF DENTON

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

Juli Luke
County Clerk
Denton County, TX

TEMPORARY TURN-AROUND EASEMENT

THE STATE OF TEXAS

KNOW ALL MEN BY THE PRESENTS

COUNTY OF DENTON

That H4 LITTLE ELM, LP, a Texas limited partnership (hereinafter called Grantor, whether one or more), for the sum of TEN dollars ($10.00) and other good valuable consideration paid by the TOWN OF LITTLE ELM TEXAS, a Texas municipality (hereinafter called Grantee, whether one or more), the receipt and sufficiency of which is hereby acknowledged, does hereby Grant, Sell and Convey unto Grantee a Temporary Turn Around Easement upon and across real property owned by Grantor which said easement hereby conveyed is described on Exhibit "A" attached hereto and incorporated herein (the "Easement Area"), subject to the terms and conditions contained herein.

The easement herein granted is non-exclusive and is granted subject to all matters of record in the Real Property Records of Denton County, Texas affecting the Easement Area and all matters which a current, accurate survey or physical inspection of the Easement Area may show (the "Permitted Exceptions").

The easement rights and privileges herein granted shall be used only for the purpose of constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing a road providing access and ingress and egress to allow traffic to turn around and all appurtenances thereto. Grantee shall repair any damage to improvements on the Easement Area or surrounding property and restore the surface of the Easement Area and surrounding property from damage resulting from Grantee's use of the Easement Area.

The easement rights, and privileges herein granted shall be perpetual except that this easement shall automatically expire and be released upon dedication of a public right-of way which encompasses the Easement Area. Grantor hereby binds Grantor's heirs, successors or assigns, to warrant and forever defend the above described easement unto Grantee, its successors or assigns, against every person whomsoever lawfully claiming or to claim the same or to claim the same or any part thereof, except as to the Permitted Exceptions, by and through Grantor, but not otherwise.

The Consent and Subordination of the current lienholder with a financing lien on the Easement Area is attached hereto and made a part of this document conveying the rights and privileges contained herein.

The easement rights and privileges granted herein are for installing, using and repairing a road providing access to ingress and egress to allow traffic to turn around and Grantor agrees that Grantor will not convey any other easement or conflicting rights

ND1

within the Easement Area covered by this grant. Notwithstanding the foregoing, the Grantor, for itself and its successors and assigns, shall retain the rights to and allow others to construct driveways, parking, landscaping, and utilities over and across the Easement Area. No building or structure will be placed within the Easement Area without approval by the Town of Little Elm.

This instrument shall be binding upon the successors or assigns of the parties hereto.

IN WITNESS WHEREOF, this instrument is executed the 22nd day of August, 2017.

GRANTOR:

H4 LITTLE ELM, LP,
a Texas limited partnership

By: BOH Investments GP, LLC,
a Delaware limited liability company,
its general partner

By: Elaine Ford
Name: Elaine Ford
Title: Senior Vice President

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on August 22, 2017, by Elaine Ford, S.V.P. of BOH Investments GP, LLC, a Delaware limited liability company, on behalf of said limited liability company, in its capacity as general partner of H4 Little Elm, LP, a Texas limited partnership, on behalf of said limited partnership.

Amy Racinskas
Notary Public, State of Texas

AMY RACINSKAS
Notary Public, State of Texas
Comm. Expires 08-01-2019
Notary ID 128692647

EXHIBIT "A"

Tract 1: (see attached)

FIELD NOTES
TEMPORARY TURN-AROUND EASEMENT

BEING a tract of land situated in the W. Lumpkin Survey, Abstract No. 730, Denton County Texas, and being a part of a remainder of a called 757.040 acre tract of land described in deed to H4 Little Elm, L.P., as recorded in Inst. No. 2013-48961 of the Deed Records of Denton County, Texas (D.R.D.C.T.) and being more particularly described by metes and bounds as follows:

COMENCING at a 5/8" iron rod found at the northeast corner of Lot 12, Block 56 of Oglethorpe Village at Savannah Phase 8F, as recorded in Doc. No. 2015-350, Official Public Records of Denton County, Texas (O.P.R.D.C.T.);

THENCE North 88 Degrees 38 Minutes 58 Seconds West, a distance of 215.38 feet to the northwest corner of Lot 13, Block 56 of said Oglethorpe Village at Savannah Phase 8F;

THENCE North 01 Degrees 22 Minutes 30 Seconds East, a distance of 94.41 feet to a PK nail found in the approximate centerline of Fish Trap Road;

THENCE North 01 Degrees 22 Minutes 30 Seconds East, a distance of 30.00 feet to the northeast corner of a called 22.489 acre tract of land described in deed to Union Park Phase 2, L.P., as recorded in Inst. No. 2016-75317, D.R.D.C.T.;

THENCE North 47 Degrees 25 Minutes 51 Seconds East, departing the northeast corner of said 22.489 acre tract, over and across said 757.040 acre tract, a distance of 1852.15 feet the **POINT of BEGINNING** of the herein described tract;

THENCE over and across said 757.040 acre tract, the following courses:

Northwesterly, along a non-tangent curve to the left having a central angle of 32 Degrees 50 Minutes 19 Seconds, a radius of 50.00 feet, an arc length of 28.66 feet, a chord bearing of North 27 Degrees 46 Minutes 44 Seconds West and a chord length of 28.27 feet a point for corner at the beginning of a reverse curve to the right;

Southeasterly, along said reverse curve to the right having a central angle of 271 Degrees 08 Minutes 46 Seconds, a radius of 60.00 feet, an arc length of 283.94 feet, a chord bearing of South 88 Degrees 37 Minutes 30 Seconds East and a chord length of 84.00 feet a point for corner at the beginning of a reverse curve to the left;

Southwesterly, along said reverse curve to the left having a central angle of 32 Degrees 50 Minutes 19 Seconds, a radius of 50.00 feet, an arc length of 28.66 feet, a chord bearing of South 30 Degrees 31 Minutes 43 Seconds West and a chord length of 28.27 feet a point for corner;

North 88 Degrees 37 Minutes 30 Seconds West, a distance of 56.46 feet to the **POINT of BEGINNING**, and containing 11,974 square feet or 0.275 acres of land more or less.

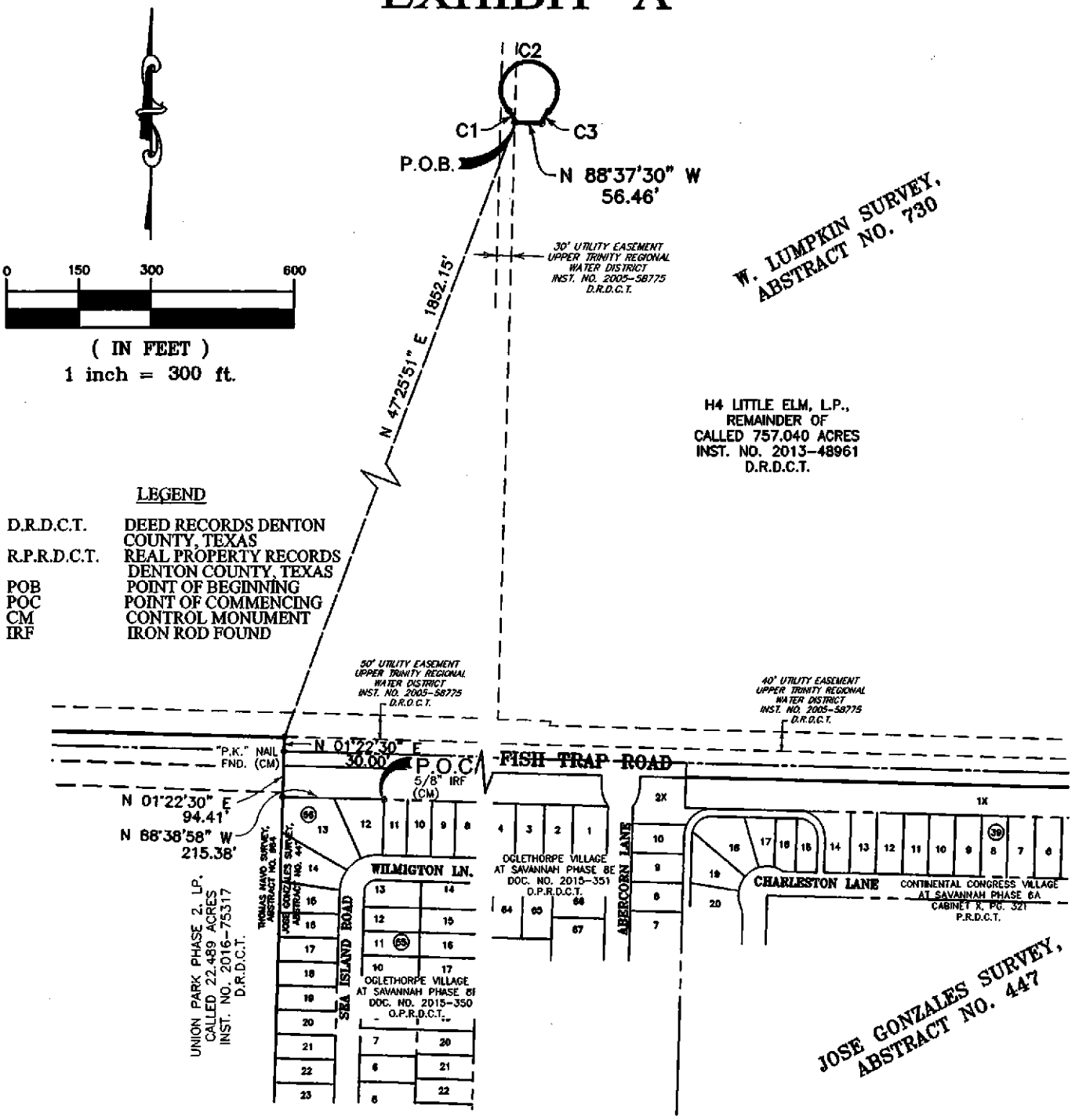
Basis of bearings is the Texas State Plane Coordinate System, NAD 83, Texas North Central Zone 4202, for monuments found for the 757.040 acre tract of land described in deed to H4 Little Elm, L.P., as recorded in Inst. No. 2013-48961 of the Deed Records of Denton County, Texas.

Eduardo Martinez 9/15/2016

Eduardo Martinez
Registered Professional Land Surveyor No. 5274
JONES | CARTER
Telephone 972-488-3880 Ext. 7177
Texas Board of Professional Land Surveying
Registration No. 100461-03



EXHIBIT "A"



CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	50.00'	28.66'	28.27'	N 27°46'44" W	32°50'19"
C2	60.00'	283.94'	84.00'	S 88°37'30" E	271°08'46"
C3	50.00'	28.66'	28.27'	S 30°31'43" W	32°50'19"

TEMPORARY TURN-AROUND EASEMENT

of a 0.275 ACRE TRACT
in the
W. LUMPKIN SURVEY, ABSTRACT NO. 730
TOWN OF LITTLE ELM,
DENTON COUNTY, TEXAS

ENGINEER / SURVEYOR:
JONES | CARTER
Texas Board of Professional Engineers Registration No. F-439
6509 Windcrest Drive, Suite 600 • Plano, Texas 75024
972.488.3880
Texas Board of Professional Land Surveying Registration No. 100461-03

K:\0D330\0D330-0002-06\1 Surveying Phase\CAD Files\EXHIBITS\TURN AROUND-A.dwg

Tract 2: (see attached)

FIELD NOTES
TEMPORARY TURN-AROUND EASEMENT

BEING a tract of land situated in the W. Lumpkin Survey, Abstract No. 730, Denton County Texas, and being a part of a remainder of a called 757.040 acre tract of land described in deed to H4 Little Elm, L.P., as recorded in Inst. No. 2013-48961 of the Deed Records of Denton County, Texas (D.R.D.C.T.) and being more particularly described by metes and bounds as follows:

COMENCING at a 5/8" iron rod found at the northeast corner of Lot 12, Block 56 of Oglethorpe Village at Savannah Phase 8F, as recorded in Doc. No. 2015-350, Official Public Records of Denton County, Texas (O.P.R.D.C.T.);

THENCE North 88 Degrees 38 Minutes 58 Seconds West, a distance of 215.38 feet to the northwest corner of Lot 13, Block 56 of said Oglethorpe Village at Savannah Phase 8F;

THENCE North 01 Degrees 22 Minutes 30 Seconds East, a distance of 94.41 feet to a PK nail found in the approximate centerline of Fish Trap Road;

THENCE North 01 Degrees 22 Minutes 30 Seconds East, a distance of 30.00 feet to the northeast corner of a called 22.489 acre tract of land described in deed to Union Park Phase 2, L.P., as recorded in Inst. No. 2016-75317, D.R.D.C.T.;

THENCE North 61 Degrees 27 Minutes 14 Seconds East, departing the northeast corner of said 22.489 acre tract, over and across said 757.040 acre tract, a distance of 2576.77 feet the **POINT of BEGINNING** of the herein described tract;

THENCE over and across said 757.040 acre tract, the following courses:

Northwesterly, along a non-tangent curve to the left having a central angle of 32 Degrees 50 Minutes 19 Seconds, a radius of 50.00 feet, an arc length of 28.66 feet, a chord bearing of North 27 Degrees 46 Minutes 44 Seconds West and a chord length of 28.27 feet a point for corner at the beginning of a reverse curve to the right;

Southeasterly, along said reverse curve to the right having a central angle of 271 Degrees 08 Minutes 46 Seconds, a radius of 60.00 feet, an arc length of 283.94 feet, a chord bearing of South 88 Degrees 37 Minutes 30 Seconds East and a chord length of 84.00 feet a point for corner at the beginning of a reverse curve to the left;

Southwesterly, along said reverse curve to the left having a central angle of 32 Degrees 50 Minutes 19 Seconds, a radius of 50.00 feet, an arc length of 28.66 feet, a chord bearing of South 30 Degrees 31 Minutes 43 Seconds West and a chord length of 28.27 feet a point for corner;

North 88 Degrees 37 Minutes 30 Seconds West, a distance of 56.46 feet to the **POINT of BEGINNING**, and containing 11,974 square feet or 0.275 acres of land more or less.

Basis of bearings is the Texas State Plane Coordinate System, NAD 83, Texas North Central Zone 4202, for monuments found for the 757.040 acre tract of land described in deed to H4 Little Elm, L.P., as recorded in Inst. No. 2013-48961 of the Deed Records of Denton County, Texas.

Eduardo Martinez 9/15/2014

Eduardo Martinez
Registered Professional Land Surveyor No. 5274
JONES | CARTER
Telephone 972-488-3880 Ext. 7177
Texas Board of Professional Land Surveying
Registration No. 100461-03

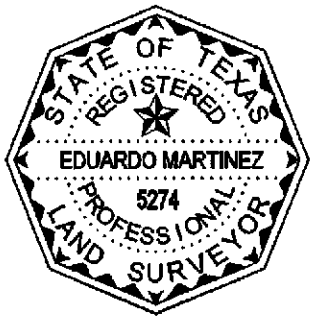
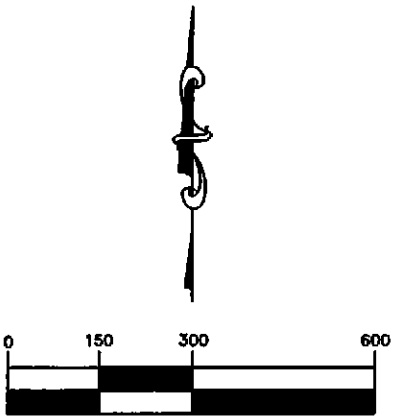


EXHIBIT "A"



(IN FEET)
1 inch = 300 ft.

LEGEND

D.R.D.C.T.	DEED RECORDS DENTON COUNTY, TEXAS
R.P.R.D.C.T.	REAL PROPERTY RECORDS DENTON COUNTY, TEXAS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCING
CM	CONTROL MONUMENT
IRF	IRON ROD FOUND

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	50.00'	28.66'	28.27'	N 27°46'44" W	32°50'19"
C2	60.00'	283.94'	84.00'	S 88°37'30" E	271°08'46"
C3	50.00'	28.66'	28.27'	S 30°31'43" W	32°50'19"

TEMPORARY TURN-AROUND EASEMENT

of a 0.275 ACRE TRACT
in the
W. LUMPKIN SURVEY, ABSTRACT NO. 730
TOWN OF LITTLE ELM,
DENTON COUNTY, TEXAS

ENGINEER / SURVEYOR
JONES | CARTER
Texas Board of Professional Engineers Registration No. F-439
6509 Windcrest Drive, Suite 600 • Plano, Texas 75024
972.488.3880
Texas Board of Professional Land Surveying Registration No. 100461-03

K:\0D330\0D330-0002-06\1 Surveying Phase\CAD Files\EXHIBITS\TURN AROUND-B.dwg

Tract 3: (see attached)

FIELD NOTES
TEMPORARY TURN-AROUND EASEMENT

BEING a tract of land situated in the W. Lumpkin Survey, Abstract No. 730, Denton County Texas, and being a part of a remainder of a called 757.040 acre tract of land described in deed to H4 Little Elm, L.P., as recorded in Inst. No. 2013-48961 of the Deed Records of Denton County, Texas (D.R.D.C.T.) and being more particularly described by metes and bounds as follows:

COMENCING at a 5/8" iron rod found at the northeast corner of Lot 12, Block 56 of Oglethorpe Village at Savannah Phase 8F, as recorded in Doc. No. 2015-350, Official Public Records of Denton County, Texas (O.P.R.D.C.T.);

THENCE North 88 Degrees 38 Minutes 58 Seconds West, a distance of 215.38 feet to the northwest corner of Lot 13, Block 56 of said Oglethorpe Village at Savannah Phase 8F and the east line of a called 22.489 acre tract of land described in deed to Union Park Phase 2, L.P., recorded in Inst. No. 2016-75317, D.R.D.C.T.;

THENCE North 01 Degrees 22 Minutes 30 Seconds East, along the east line of said 22.489 acre tract, a distance of 94.41 feet to a PK nail found in the approximate centerline of Fish Trap Road;

THENCE North 01 Degrees 22 Minutes 30 Seconds East, a distance of 30.00 feet to northeast corner of said 22.489 acre tract;

THENCE North 22 Degrees 54 Minutes 57 Seconds West, departing the northeast corner of said 22.489 acre tract, over and across said 757.040 acre tract, a distance of 1255.99 feet the **POINT of BEGINNING** of the herein described tract;

THENCE over and across said 757.040 acre tract, the following courses:

North 37 Degrees 09 Minutes 58 Seconds West, a distance of 10.65 feet to a point for corner at the beginning of a tangent curve to the left;

Northwesterly, along a said tangent curve to the left having a central angle of 39 Degrees 19 Minutes 59 Seconds, a radius of 52.50 feet, an arc length of 36.04 feet, a chord bearing of North 56 Degrees 49 Minutes 57 Seconds West and a chord length of 35.34 feet to the beginning of a reverse curve to the right;

Northeasterly, along said reverse curve to the right having a central angle of 265 Degrees 41 Minutes 12 Seconds, a radius of 57.50 feet, an arc length of 266.63 feet, a chord bearing of North 56 Degrees 20 Minutes 39 Seconds East and a chord length of 84.32 feet to the beginning of a reverse curve to the left;

Southeasterly, along said reverse curve to the left having a central angle of 46 Degrees 30 Minutes 02 Seconds, a radius of 52.50 feet, an arc length of 42.61 feet, a chord bearing of South 14 Degrees 03 Minutes 45 Seconds East and a chord length of 41.45 feet to a point for corner;

South 52 Degrees 10 Minutes 40 Seconds West, a distance of 56.01 feet to the **POINT of BEGINNING**, and containing 11,940 square feet or 0.274 acres of land more or less.

Basis of bearings is the Texas State Plane Coordinate System, NAD 83, Texas North Central Zone 4202, from monuments found for the 757.040 acre tract of land described in deed to H4 Little Elm, L.P., as recorded in Inst. No. 2013-48961 of the Deed Records of Denton County, Texas.

7/3/2017

Eduardo Martinez
Registered Professional Land Surveyor No. 5274
JONES | CARTER
Telephone 972-488-3880 Ext. 7177
Texas Board of Professional Land Surveying
Registration No. 100461-03

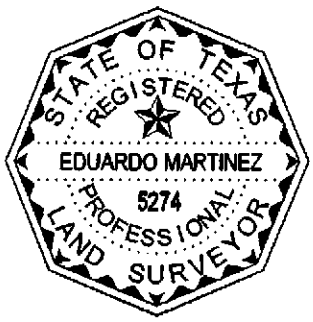
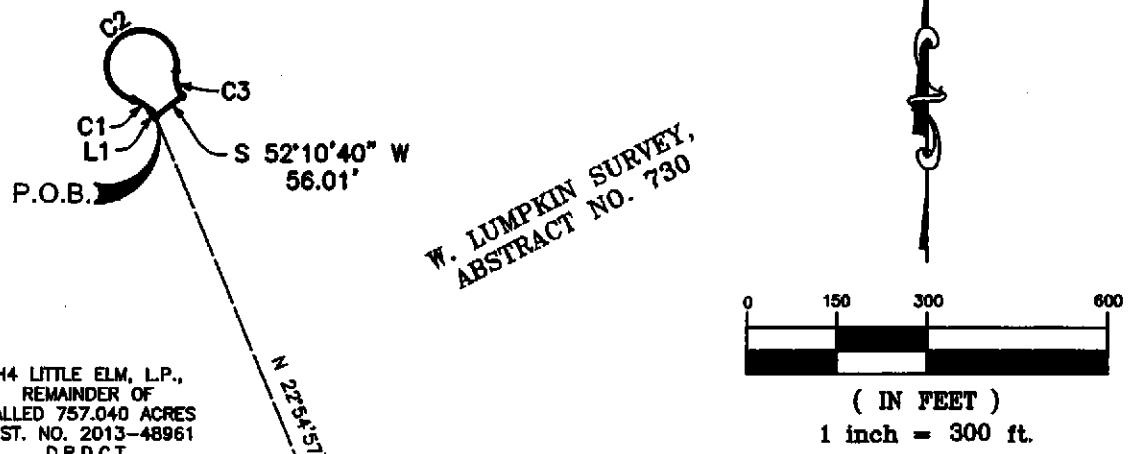
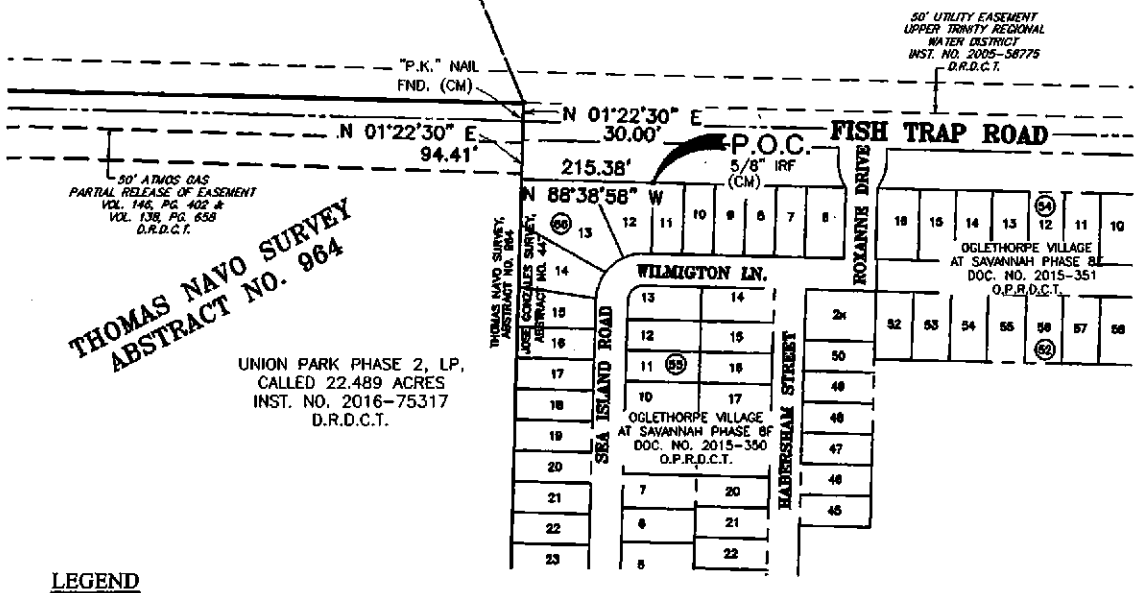


EXHIBIT "A"



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 37°09'58" W	10.65'



LEGEND

D.R.D.C.T.	DEED RECORDS DENTON COUNTY, TEXAS
R.P.R.D.C.T.	REAL PROPERTY RECORDS DENTON COUNTY, TEXAS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCING
CM	CONTROL MONUMENT
IRF	IRON ROD FOUND

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	52.50'	36.04'	35.34'	N 56°49'57" W	39°19'59"
C2	57.50'	266.63'	84.32'	N 56°20'39" E	265°41'12"
C3	52.50'	42.61'	41.45'	S 14°03'45" E	46°30'02"

ENGINEER / SURVEYOR:

JONES | CARTER

Texas Board of Professional Engineers Registration No. F-439
6509 Windcrest Drive, Suite 600 • Plano, Texas 75024
972.488.3880
Texas Board of Professional Land Surveying Registration No. 100461-03

TEMPORARY TURN-AROUND EASEMENT

of a 0.274 ACRE TRACT
in the
W. LUMPKIN SURVEY, ABSTRACT NO. 730
TOWN OF LITTLE ELM,
DENTON COUNTY, TEXAS

JOB #: D330-0002 BAS/EM DWG #: 1747 PAGE 3 of 3

P:\PROJECTS\D330 Union Park\0002-05 Union Park Phase 2C\1 Surveying Phase\Cad Files\EXHIBITS\TURN AROUND-REVISED.dwg

CONSENT AND SUBORDINATION

The undersigned, Rudman Partnership, Ltd., Rudman Real Estate Partnership I, Ltd. and Rudman Real Estate Partnership II, Ltd. (collectively, "Beneficiary") hereby consent to the terms, provisions and conditions of that certain Utility Easement by and between H4 Little Elm, LP, a Texas limited partnership, and the Town of Little Elm, Texas to which this Consent and Subordination is attached (the "Easement") and, subject to the terms and provisions of this Consent and Subordination, subordinates the lien and security interests of that certain Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents) dated as of April 24, 2013, recorded under Document No. 2013-48963 of the Real Property Records of Denton County, Texas as may be modified from time to time (as modified, the "Deed of Trust"), to the Easement, such that from and after the effective date of this Consent and Subordination, the terms, provisions and conditions of the Easement are and shall be prior and superior to the liens, security interest, terms and provisions of the Deed of Trust; provided, however, this Consent and Subordination: (i) shall not be construed or operate as a consent and subordination to any amendment to or modification of the Easement, or a release of the lien and security interests of the Deed of Trust, but shall instead confirm that the lien and security interests of the Deed of Trust shall hereafter be upon and against all of the Property subject to the Easement; and (ii) shall not modify or amend the terms and provisions of the Deed of Trust.

BENEFICIARY:

THE RUDMAN PARTNERSHIP, LTD., d/b/a The Rudman Partnership
RUDMAN REAL ESTATE PARTNERSHIP I, LTD.
RUDMAN REAL ESTATE PARTNERSHIP II, LTD.

By: Rudman Legacy Co., LLC, Co-General Partner

By: _____
Ira W. Silverman, Vice President

By: Rudman Heritage Co., LLC, Co-General Partner

By: _____
William C. Herndon, Vice President

Notary Blocks Follow on Next Page

STATE OF TEXAS §
§
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this 14th day of August, 2017, by Ira W. Silverman, Vice President of Rudman Legacy Co., LLC, Co-General Partner of THE RUDMAN PARTNERSHIP, LTD., d/b/a The Rudman Partnership RUDMAN REAL ESTATE PARTNERSHIP I, LTD., RUDMAN REAL ESTATE PARTNERSHIP II, LTD., on behalf of said limited partnerships.

IN WITNESS WHEREOF, I hereunto have set my hand and official seal.

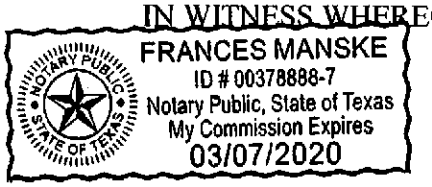


Linda Brockie
Notary Public Signature

STATE OF TEXAS §
§
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this 1ST day of August, 2017, by William C. Herndon, Vice President of Rudman Heritage Co., LLC, Co-General Partner of THE RUDMAN PARTNERSHIP, LTD., d/b/a The Rudman Partnership RUDMAN REAL ESTATE PARTNERSHIP I, LTD., RUDMAN REAL ESTATE PARTNERSHIP II, LTD., on behalf of said limited partnerships.

IN WITNESS WHEREOF, I hereunto have set my hand and official seal.



Frances Manske
Notary Public Signature

Denton County
Juli Luke
County Clerk

Instrument Number: 100884

ERecordings-RP

EASEMENT

Recorded On: August 24, 2018 01:51 PM

Number of Pages: 7

" Examined and Charged as Follows: "

Total Recording: $50.00

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	100884
Receipt Number:	20180824000341
Recorded Date/Time:	August 24, 2018 01:51 PM
User:	Melissa K
Station:	Station 40

Record and Return To:

eRx

STATE OF TEXAS
COUNTY OF DENTON

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

Juli Luke
County Clerk
Denton County, TX

ACCESS, DRAINAGE AND UTILITY EASEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THE PRESENTS
COUNTY OF DENTON §

That H4 LITTLE ELM, LP, a Texas limited partnership (hereinafter called Grantor, whether one or more), for the sum of TEN dollars ($10.00) and other good valuable consideration paid by the TOWN OF LITTLE ELM TEXAS, a Texas municipality (hereinafter called Grantee, whether one or more), the receipt and sufficiency of which is hereby acknowledged, does hereby Grant, Sell and Convey unto Grantee an Access, Drainage and Utility Easement upon and across a tract of real property owned by Grantor which said easement hereby conveyed is described on Exhibit "A" attached hereto and incorporated herein (the "Easement Area"), subject to the terms and conditions contained herein.

The easement herein granted is non-exclusive and is granted subject to all matters of record in the Real Property Records of Denton County, Texas affecting the Easement Area and all matters which a current, accurate survey or physical inspection of the Easement Area may show (the "Permitted Exceptions").

The easement rights and privileges herein granted shall be used only for the purpose of constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing public utilities, drainage facilities, a road providing access and all appurtenances thereto. Grantee shall repair any damage to improvements on the Easement Area or surrounding property and restore the surface of the Easement Area and surrounding property from damage resulting from Grantee's use of the Easement Area.

The easement rights, and privileges herein granted shall be perpetual except that this easement shall automatically expire and be released upon dedication of a public right-of way which encompasses the Easement Area. Grantor hereby binds Grantor's heirs, successors or assigns, to warrant and forever defend the above described easement unto Grantee, its successors or assigns, against every person whomsoever lawfully claiming or to claim the same or to claim the same or any part thereof, except as to the Permitted Exceptions, by and through Grantor, but not otherwise.

The easement rights and privileges granted herein are for public utilities, drainage facilities, a road providing access and related appurtenances and Grantor agrees that Grantor will not convey any other easement or conflicting rights within the Easement Area covered by this grant. Notwithstanding the foregoing, the Grantor, for itself and its successors and assigns, shall retain the rights to and allow others to construct driveways, parking, landscaping, and utilities over and across the Easement Area. No building or structure will be placed within the Easement Area without approval by the Town of Little Elm.

This instrument shall be binding upon the successors or assigns of the parties hereto.

IN WITNESS WHEREOF, this instrument is executed the 15th day of August, 2018.

GRANTOR:

H4 LITTLE ELM, LP,
a Texas limited partnership

By: BOH Investments GP, LLC,
a Delaware limited liability company,
its general partner

By: Elaine Ford
Name: Elaine Ford
Title: Senior VP

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on August 15, 2018, by Elaine Ford, S.V.P. of BOH Investments GP, LLC, a Delaware limited liability company, on behalf of said limited liability company, in its capacity as general partner of H4 Little Elm, LP, a Texas limited partnership, on behalf of said limited partnership.

Amy Racinskas
Notary Public, State of Texas

AMY RACINSKAS
Notary Public, State of Texas
Comm. Expires 08-01-2019
Notary ID 128692547

EXHIBIT "A"

(See Attached Pages)

BEING a tract of land situated in the William Lumpkin Survey, Abstract No. 730, Denton County, Texas, and being a portion of a called 757.040-acre tract of land conveyed to H4 Little Elm, LP, as evidenced in Special Warranty Deed with Vendor's Lien recorded in Instrument No. 2013-48961 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod found for the southeast corner of a called 1.588-acre tract of land conveyed to Denton Independent School District, as evidenced in Special Warranty Deed recorded in Instrument No. 2018-12826 of the Real Property Records of Denton County, Texas, common to an ell corner of a called 10.528-acre tract of land conveyed to Denton Independent School District, as evidenced in Special Warranty Deed recorded in Instrument No. 2018-12828 of the Real Property Records of Denton County, Texas;

THENCE North 88°41'23" West, along the southerly line of said 1.588-acre tract and a northerly line of said 10.528-acre tract, a distance of 313.23 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the southwest corner of said 1.588-acre tract, common to the southerly northwest corner of said 10.528-acre tract, being on the easterly line of a called 21.018-acre tract of land conveyed to Union Park Phase 3A, LP, as evidenced in Special Warranty Deed recorded in Instrument No. 2017-153475 of the Real Property Records of Denton County, Texas;

THENCE South 01°35'06" West, along an easterly line of said 21.018-acre tract and a westerly line of said 10.528-acre tract, a distance of 519.91 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the point of curvature of a tangent curve to the left;

THENCE in a southerly direction, along an easterly line of said 21.018-acre tract and a westerly line of said 10.528-acre tract, and along said curve to the left, through a central angle of 15°27'24", having a radius of 270.00 feet, a chord bearing of South 06°08'36" East, a chord distance of 72.62 feet and an arc length of 72.84 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the southernmost southeast corner of said 21.018-acre tract, and being the **POINT OF BEGINNING** of the herein described easement tract;

THENCE in a southerly direction, continuing along said westerly line of said 10.528-acre tract and continuing along the arc of said curve to the left, through a central angle of 13°26'59", having said radius of 270.00 feet, a chord bearing of South 20°35'47" East, a chord distance of 63.24 feet and an arc length of 63.38 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the point of reverse curvature of a curve to the right;

EXHIBIT "A"
ACCESS, DRAINAGE AND UTILITY EASEMENT
WILLIAM LUMPKIN SURVEY, ABSTRACT NO. 730
TOWN OF LITTLE ELM
DENTON COUNTY, TEXAS

Kimley»Horn
5750 Genesis Court, Suite 200
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MBM	KHA	06/29/2018	063230000	1 OF 3

THENCE in a southerly direction, along a westerly line of said 10.528-acre tract, a westerly line of a called 37.147-acre tract of land conveyed to Union Park Phase 3A, LP, as evidenced in Special Warranty Deed recorded in Instrument No. 2017-153475 of the Real Property Records of Denton County, Texas, and along the arc of said curve to the right, through a central angle of 28°37'54", having a radius of 330.00 feet, a chord bearing of South 13°00'20" East, a chord distance of 163.20 feet and an arc length of 164.91 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the point of tangency of said curve;

THENCE South 01°18'37" West, along a westerly line of said 37.147-acre tract, a distance of 92.47 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the point of curvature of a non-tangent curve to the right;

THENCE in a southwesterly direction, along a westerly line of said 37.147-acre tract, and along the arc of said curve to the right, through a central angle of 04°38'23", having a radius of 527.00 feet, a chord bearing of South 61°52'22" West, a chord distance of 42.66 feet and an arc length of 42.68 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the end of said curve;

THENCE South 01°22'25" West, along a westerly line of said 37.147-acre tract, a distance of 104.64 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE North 88°41'23" West, departing said westerly line of the 37.147-acre tract and crossing aforesaid 757.040-acre tract, a distance of 22.73 feet to a corner;

THENCE North 01°18'37" East, continuing across said 757.040-acre tract, a distance of 218.07 feet to the point of curvature of a tangent curve to the left;

THENCE in a northerly direction, continuing across said 757.040-acre tract, and along the arc of said curve to the left, through a central angle of 28°37'54", having a radius of 270.00 feet, a chord bearing of North 13°00'20" West, a chord distance of 133.52 feet and an arc length of 134.92 feet to the point of reverse curvature of a curve to the right;

THENCE in a northerly direction, continuing across said 757.040-acre tract, and along the arc of said curve to the right, through a central angle of 13°26'59', having a radius of 330.00 feet, a chord bearing of North 20°35'47" West, a chord distance of 77.29 feet and an arc length of 77.47 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the southwest corner of aforesaid 21.018-acre tract;

THENCE North 76°07'42" East, along a southerly line of said 21.018-acre tract, a distance of 60.00 feet to the **POINT OF BEGINNING** and containing 0.506 of an acre (22,034 square feet) of land, more or less.

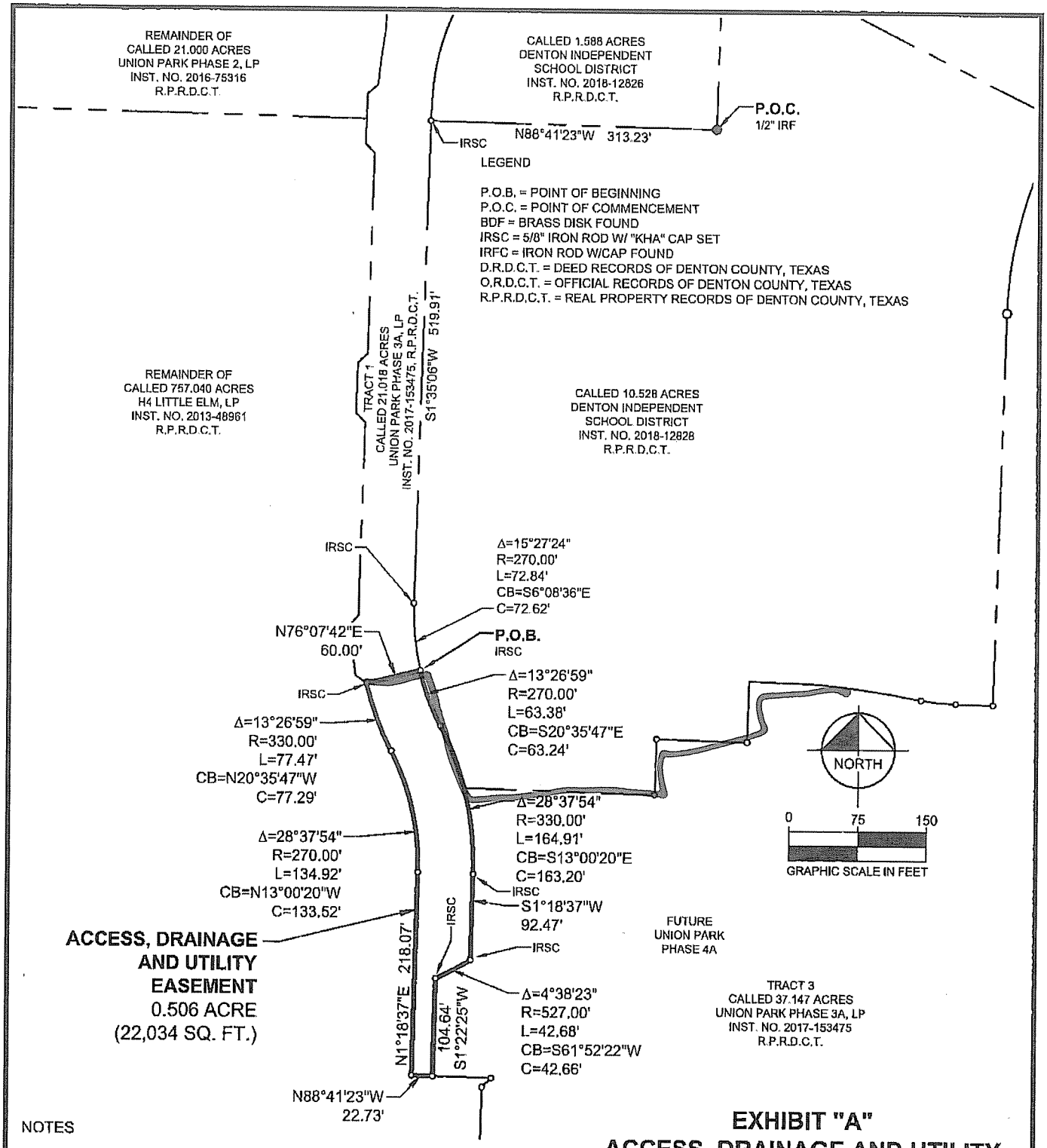
EXHIBIT "A"
ACCESS, DRAINAGE AND UTILITY EASEMENT
WILLIAM LUMPKIN SURVEY, ABSTRACT NO. 730
TOWN OF LITTLE ELM
DENTON COUNTY, TEXAS

SYLVIANA GUNAWAN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6461
5750 GENESIS COURT, SUITE 200
FRISCO, TEXAS 75034
PH. 972-335-3580
sylviana.gunawan@kimley-horn.com

STATE OF TEXAS
REGISTERED
SYLVIANA GUNAWAN
6461
PROFESSIONAL
LAND SURVEYOR
06/29/18

Kimley»Horn
5750 Genesis Court, Suite 200
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MBM	KHA	06/29/2018	063230000	2 OF 3



NOTES

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983 (2011).

SYLVIANA GUNAWAN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6461
5750 GENESIS COURT, SUITE 200
FRISCO, TEXAS 75034
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STATE OF TEXAS
REGISTERED
SYLVIANA GUNAWAN
6461
PROFESSIONAL
LAND SURVEYOR
08/29/18

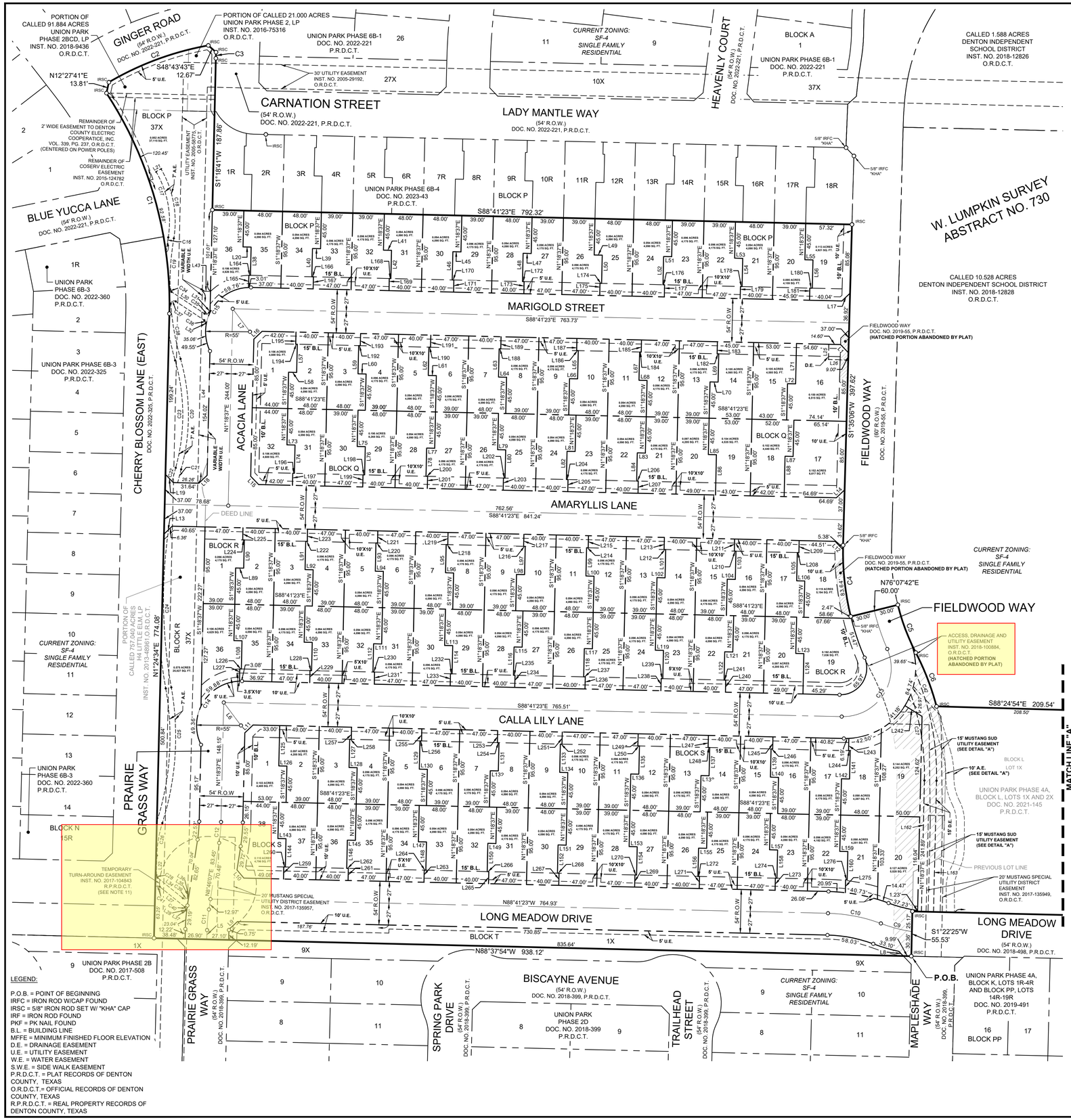
EXHIBIT "A"
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DENTON COUNTY, TEXAS

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 150'	MBM	KHA	08/29/2018	063230000	3 OF 3

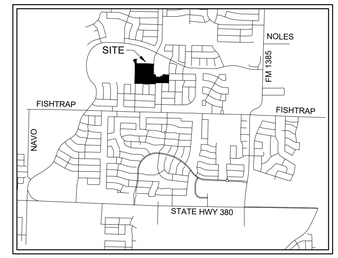
GUNAWAN, SYLVIANA 8/29/2018 10:47 AM K:\FRI_SURVEY\063230000-UNION PARK - HILLWOOD\DWG\EASEMENTS\PHASE 4A\063230000 UE2.DWG



LAND USE TABLE :

LAND USE	ACREAGE	LOTS
RESIDENTIAL	12.178	124 LOTS
HOA/OPEN SPACE	0.852	P-37X
HOA/OPEN SPACE	0.575	R-37X
HOA/OPEN SPACE	4.349	S-21X
HOA/OPEN SPACE	0.430	T-1X
STREET R.O.W.	4.856	-
TOTAL	23.240	128 LOTS



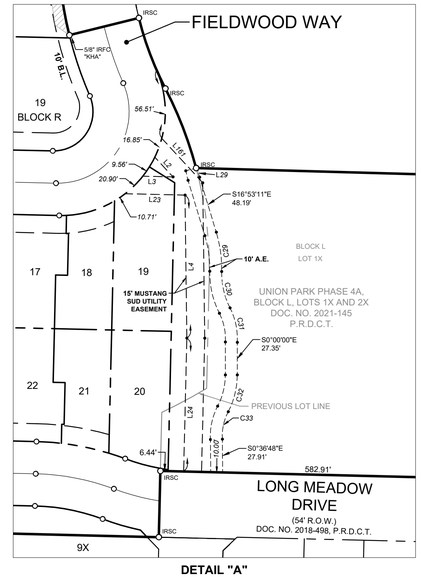


VICINITY MAP
N.T.S.

NOTES:

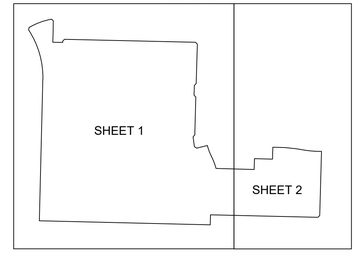
1. Bearing system for this survey is based upon NAD 83 - Texas North Central Zone, Horizontal Adjustment to NAD 83 (1993). To convert the Surface distances to Grid Values, multiply the distances by a Combined Scale Factor of 0.999853696.
2. All corners set are monumented with a 5/8 inch iron rod with red plastic cap stamped "KHA", unless otherwise noted.
3. According to Community Panel No. 48121C0410G, dated April 18, 2011 of the National Flood Insurance Program Map, Flood Insurance Rate Map of Denton County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, this property is within Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain", Zone X (shaded) defined as "Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood", and Zone AE defined as "Special flood hazard areas (SFHAs) subject to inundation by the 1% annual chance flood (Base Flood Elevations determined)" For portions of this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
4. All common areas will be owned and maintained by the HOA/POA or the Highway 380 Municipal Management District No. 1 (MMD).
5. All lots comply with the minimum size requirements of the zoning district.
6. This property may be subject to charges related to impact fees and the applicant should contact the Town regarding any applicable fees due.
7. All dedicated public roads will be maintained by the Town of Little Elm.
8. Notice - selling a portion of this addition by metes and bounds is a violation of Town ordinance and State Law and is subject to fines and withholding of utilities and building permits
9. This plat does not alter or remove existing deed restrictions, if any, on this property.
10. Minimum finished floor elevations are at least 2 feet above the 100 year flood plain.
11. Temporary turn around easement rights and privileges herein granted shall be perpetual except that this easement shall automatically expire and be released upon dedication of a public right of way which encompasses the easement area.

Lots: 124 (PD-59)
Acreage: 23.240
Density: 5.28 D.U/AC



DETAIL "A"
N.T.S.

KEY MAP



FINAL PLAT
UNION PARK PHASE 9

124 RESIDENTIAL LOTS
BLOCK P, LOTS 19-36 ; BLOCK Q, LOTS 1-32;
BLOCK R, LOTS 1-36; BLOCK S, LOTS 1-38;

AND 4 OPEN SPACE LOTS
BLOCK P, LOT 37X; BLOCK R, LOT 37X;
BLOCK S, LOTS 21X ; BLOCK T, LOT 1X;

BEING 23.240 ACRES SITUATED IN THE
WILLIAM LUMPKIN SURVEY, ABSTRACT NO. 730
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
Tel. No. (972) 335-3580
FIRM # 10193822

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	CDS	KHA	FEB. 2023	063230000	1 OF 3

LEGEND:

P.O.B. = POINT OF BEGINNING
IRFC = IRON ROD W/CAP FOUND
IRSC = 5/8" IRON ROD SET W/ "KHA" CAP
IRF = IRON ROD FOUND
PKF = PK NAIL FOUND
B.L. = BUILDING LINE
MFFE = MINIMUM FINISHED FLOOR ELEVATION
D.E. = DRAINAGE EASEMENT
U.E. = UTILITY EASEMENT
W.E. = WATER EASEMENT
S.W.E. = SIDE WALK EASEMENT
P.R.D.C.T. = PLAT RECORDS OF DENTON COUNTY, TEXAS
O.R.D.C.T.= OFFICIAL RECORDS OF DENTON COUNTY, TEXAS
R.P.R.D.C.T. = REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS

OWNER
UNION PARK 2BCD, LP
3000 Turtle Creek Blvd.
Dallas, Texas 75219
972-201-2980
renee.cousins@hillwood.com
Contact: Reneé Cousins

OWNER
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Dallas, Texas 75219
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Contact: Reneé Cousins

OWNER
UNION PARK PHASE 3A, LP
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renee.cousins@hillwood.com
Contact: Reneé Cousins

OWNER
H4 LITTLE ELM LP
3000 Turtle Creek Blvd.
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972-201-2980
renee.cousins@hillwood.com
Contact: Reneé Cousins

OWNER
UNION PARK - LITTLE ELM, LP
4835 Lyndon B. Johnson
Freeway, Suite 700
Dallas, Texas 75244
214-876-2559
Contact: Bruce French
Bruce.French@TriPointeHomes.com

OWNER
TOWN OF LITTLE ELM
100 W. Eldorado Parkway
Little Elm, Texas 75068

ENGINEER/SURVEYOR:
Kimley-Horn & Associates
13455 Noel Road
Two Galleria Office Tower
Suite 700
Dallas, Texas 75240
972-770-1300
Contact: Jason Kaiser, P.E.
Jason.Kaiser@kimley-horn.com

DWG NAME: K:\FRI_SURVEY\063230000-UNION PARK - HILLWOOD\DWG\063230000 UP PH 9_FP.DWG PLOTTED BY: GUNAWAN, SYLVIANA 4/11/2023 4:53 PM LAST SAVED: 4/11/2023 4:49 PM

Date:	05/16/2023
Agenda Item #:	6. A.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Fred Gibbs, Director of Development Services

AGENDA ITEM:

Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1709 Regarding a Request to Rezone Approximately 4.13 Acres of Land, Currently Zoned as Light Commercial (LC), Generally Located at 26784 E. University Drive, within Little Elm's Town Limits, in Order to Establish a New Planned Development District Based on Light Commercial (LC) District Requirements with Modified Uses and Development Standards to Allow for New Commercial Development with Auto Repair Focusing on Electrical Vehicles.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1709:

DESCRIPTION:

Location. Generally located on the southeast corner of the intersection of US Highway 380 and Gardenia Boulevard, within Little Elm's town limits.

Background. The subject property consists of one recently vacant lot (Lot 1), approximately 4.13 acres, annexed into the Town in 2006, currently zoned as Light Commercial (LC) district, and within the 380 Overlay District. Property to the west and south is zoned multifamily and is developed as an apartment complex, which provides a private drive access from US 380, to be utilized by the subject property. The vacant property to the northeast is within the Town's Limited Purpose Annexation Area (LPA), which is not zoned for any use; this property is also owned by the applicant. The property to the southeast is owned by Denton County Fresh Water Supply District 10, which is not intended for development. US Highway 380 runs along the north boundary of the subject property, providing approximately 200 feet of frontage. Across US Highway 380 is more land within the Town's LPA. Due to an existing billboard on the property, there is a visibility easement along the frontage of Highway 380, prohibiting anything over 20 feet in height, including trees, as well as utility easements prohibiting planting anything other than shallow root plant species.

The applicant, Parkwood Collision, specializing in electrical vehicle insurance claim repairs, approached the Town in April 2021 with interest in developing a new facility. Since then, Staff and the applicant's design team have been working to design a site that would allow this use to exist harmoniously with the surrounding properties. According to the town's use chart in Chapter 106, "Auto repair, major or minor", both require an SUP in Light Commercial districts, as well as the 380 Overlay District. Given the limited frontage of the site, dimensions and topology of the property, and restrictive easements, Staff believed the best route forward was to create a Planned Development district to encapsulate both the unique use and proposed modified design standards.

Initial discussions included the adjacent 2.191 acre property, to the northeast, (Lot 2) to be annexed into the Town, in order to provide additional retail and create a cohesive commercial development. However, the Water District was not willing to release the land due to financial considerations, making annexation impossible at this time. Lot 2 still remains in the Limited Purpose Annexation area, where it has been since 2005, and is also now owned by the applicant. Understanding the need to enhance the PD request, the applicant is willing to include Lot 2 in the overall conceptual site plan in order to provide a comprehensive commercial development as envisioned by the Town. Such action will be captured through a subsequent Development Agreement, accompanying this PD to Town Council for approval, and include certain minimum development standards to be applied to the property. This provides the Town with safeguards for quality retail development where previously the Town would have no regulation other than subdivision standards. This is a great opportunity to enhance the development of an area where the Town would otherwise have limited design control, as well as provide continuity along one of our prominent commercial corridors.

Proposal.

Lot 1

The applicant is proposing to rezone the subject property to a new Planned Development (PD) district utilizing Light Commercial (LC) District Standards as the base zoning. The proposed development is for a two-story, 35,332 square-foot building that would function as office and warehouse space for the purpose of electric vehicle repair. Additionally, there will be an outdoor area, both gated and screened, along the east and south side of the building for vehicle storage.

The applicant is proposing to meet all the requirements of the Light Commercial (LC) District with the following requested modifications:

1. Waiver to allow glazing below 30% on the East, South, and West facades.
2. Waiver to allow Group A percentage to be below 80%, Group B percentage to be above 20%, and allow a maximum of 10% Group C.
3. Waiver to reduce the standard parking space width to nine (9) feet.
4. Waiver to omit the right-of-way tree planting requirements.
5. Waiver to omit the perimeter landscape tree requirements along Gardenia Boulevard.

Lot 2

The applicant is proposing to develop this site comparable to the Light Commercial (LC) district standards. The proposed development is for a one-story, 17,107 square foot building for retail and commercial uses, similar to those allowed within the LC district. There are two large patio areas on each end of the building, ideally for outdoor eating areas. This lot also has one access point along Highway 380 and will be dependent on the already established access point across Lot 1.

The applicant is proposing to meet most of the Town's Design Standards on Lot 2 with very minor exceptions such as building material modifications and ROW screening modifications.

Uses. The Planned Development will allow for all "allowed by right" Light Commercial uses and will

allow for an electric automotive repair center by right, without an SUP, as depicted on the development plans.

Lot Standards. The Planned Development will meet the base zoning district lot requirements such as setbacks, frontage, height, and area.

Design Standards. The following are the proposed design deviations from the LC standard and what is required in the LC District.

Design Standard	Required in LC	Proposed
Façade glazing	30%	Between 10% and 30%
Group A materials	Minimum of 80%	Minimum of 60%
Group B materials	Maximum of 20%	Maximum of 40%
Group C materials	For Accent only	Maximum of 10%
Parking spot size	10’ x 20’	9’ x 20’

The applicant is also providing unique articulations for the main entrance of the building and continued articulations throughout the public facing north and west facades of the building in order to meet the town’s façade articulations requirements.

Landscaping. The development will fully comply with Light Commercial landscaping standards with the modifications as outlined below and provided on the development plans.
Interior landscaping Parking lot islands and trees are proposed as required except where the building canopy goes over the parking spaces. Enhanced screening will be provided towards the front of the parking areas to screen these parking stalls in order to offset any visual nuisance from the bay areas.

Parking that is in excess of the required number of parking spaces will be located in the rear of the lot, without parking lot islands, but this will be offset by the provision of additional landscaping area. Staff believes this is an appropriate request because the parking will be screened either by tree plantings or will be located behind a fence, and will generally only be for staff parking or temporary vehicle storage.

Foundation Planting
Foundation planting will be met through enhanced pedestrian features such as plazas, seating areas, and enhanced plantings around the entry of the building.

Perimeter landscaping
The applicant is unable to meet the minimum number of trees within the right-of-way landscape buffer due to utility and billboard easements preventing the installation of trees. Since the billboard visibility easement limits planting to under 20 feet, the applicant is proposing enhanced shrubs and a landscape berm along the right-of-way to meet the intent of the ordinance while staying in compliance with existing easements. Additionally, in an effort to offset the lack of trees along the frontage, the applicant is providing eight eight-inch caliper trees, double of the requirement, within the parking lot islands in front of the building and the perimeter landscaping along the eastern edge of the property.

The applicant is proposing to utilize the existing mature trees along the western boundary of the property, which is a private drive, and the southern boundary with existing trees and shrubbery.

Staff believes this is an acceptable condition as the west side of the property provides existing appropriate tree screening and is only being used as an access drive for the multifamily to the south. Along the southside of the property, there is a large detention pond that serves as a buffer between the proposed and the nearest multifamily building, which is around 400 feet away. Lastly, to the east is either the WCID land that is a detention pond or the adjacent property owned by the same owner. The applicant is still proposing trees along the eastern buffer screen from the adjacent lot.

Parking. Parking requirements for Light Commercial depend on the specific use. The two uses proposed within the PD are Office Space and Warehouse Space.

Use	Spaces Required by Use	Proposed
Office	1 space per 300 sq.ft. (10 spaces)	10 spaces
Warehouse	1 space per 1,000 sq.ft + 1 per employee (49 spaces)	49 spaces

Parking spaces are required to be provided at 10 feet wide and 20 feet long. The applicant is requesting to decrease the parking width to 9 feet, which has been typical within most of the recent PD requests, as this was previously allowed throughout the Town. Staff believes this is an acceptable request given that most of the vehicles parked onsite will be electric vehicles, which are typically narrower than the average vehicle.

Subdivision Requirements. The property will need to be platted and at that time will be determined to be fully within the Town's Subdivision requirements. One requirement is two points of access which is the reason for the alternate site plan. The applicant is currently working with the multifamily development to the south in order to procure approval to install a new curb-cut to provide second access at the rear of the subject property. Should the applicant get permission to connect to the access easement on the adjacent private drive, they will provide two points of access. If they are unable to gain the second point of access on the west, they will have to develop the fire lane loop in the rear of the subject property, as shown on the alternate site plan, as well as the fire lane along the front of the building, connecting to US 380, on the property to the east, all at the time of construction.

Signage. The requested PD will allow the applicant to install one monument sign for both Lot 1 and Lot 2, along the US 380 frontage, to be utilized only by the businesses located on these two properties. Typically, off premise signage is not allowed, but Staff believes that in this case the request decreases the amount of total signs for this frontage, which meets the intent of the sign code. Otherwise, the monument sign, and all other signage on these two properties will follow Chapter 86 Sign Ordinance and Chapter 106 Zoning Ordinance requirements.

Fire. The Fire Marshall has reviewed the proposed development plans, and the alternate site plan, and determined them to be acceptable for the purposes of this rezoning request. This is not an approval of any of the plans for construction.

Engineering. Engineering has reviewed the proposed plans and the alternative and determined them to be acceptable for the purposes of this rezoning request. The applicant is currently working with Elm Ridge Water District to finalize utilization of their water drainage easement that runs through the subject property for drainage.

Comprehensive Plan. The Comprehensive Plan envisions this area as Retail/Commercial uses. This request helps to further the Town' vision for quality development and continued investment into the Town.

Recommended Action to Commission. The 380 Overlay District encompasses one of the Town's major thoroughfares and is therefore identified as a major commercial hub for employment, and meant to stimulate high-quality business and employment opportunities for the region. Lot 2, in the Limited Purpose Annexation Area, was annexed in 2005 for the sole purpose of collecting sales and use taxes, without zoning restrictions on the property. The proposed PD includes the conceptual site plan and development standards for both lots, which generally meet the Town's vision for the area and desire to create a high-quality employment use in a sector that is projected to grow in the coming years as the electric automotive sector grows.

Staff believes that the request for a PD is necessary to allow flexibility within the development standards in order to develop an otherwise challenging site with several limitations. The proposed use typically requires an SUP to ensure mitigation of any potential nuisances. Staff believes that the PD process has sufficiently mitigated any potential nuisances associated with the electrical vehicle repair e. Additionally, the applicant is providing the ability for the town to enter into a development agreement that encapsulates a property within the LPA that would otherwise not be required to follow any of the Town's development standards. This is a unique opportunity to extend the Town's development and use regulations where currently there are none. Additionally, the proposed uses in the LPA are cohesive with the surrounding commercial development.

Staff recommends the Planning and Zoning Commission discuss and weigh the importance of the modifications from which the applicant is requesting to vary and proposed development overall, and consider this request based on the Town's goals and vision in general.

Commission Findings. At their regular meeting on April 20, 2023 the Planning and Zoning Commission discussed the proposed PD request and worked through several concerns, such as classifying the use and establishing a specific definition for the proposed use, identifying details of the business operations focusing primarily on electric vehicle body repair, not mechanical or battery replacement, screening of the rear parking lot, and parking space sizes. Planning and Zoning Commission unanimously (6-0) recommended approval of the request subject the following conditions:

1. Lot 2 shall have 10 foot by 20 foot parking spaces in the row along Highway 380.
2. Add screening of rear parking lot along access easement on western boundary.
3. Classify Use as "Modern Production Collision Repair"

The applicant has addressed the screening by adding a row of Dwarf Burford Holly shrubs 36 inches tall minimum at time of planting long the western fence of the rear parking lot, and the use classification by adding the definition within the proposed PD narrative. Therefore, these conditions will be removed from the recommendation below.

However, the applicant is still requesting the utilize 9-foot wide parking spaces along the frontage of US Highway 380, instead of the recommended 10-foot wide as recommended by the Commission.

BUDGET IMPACT:

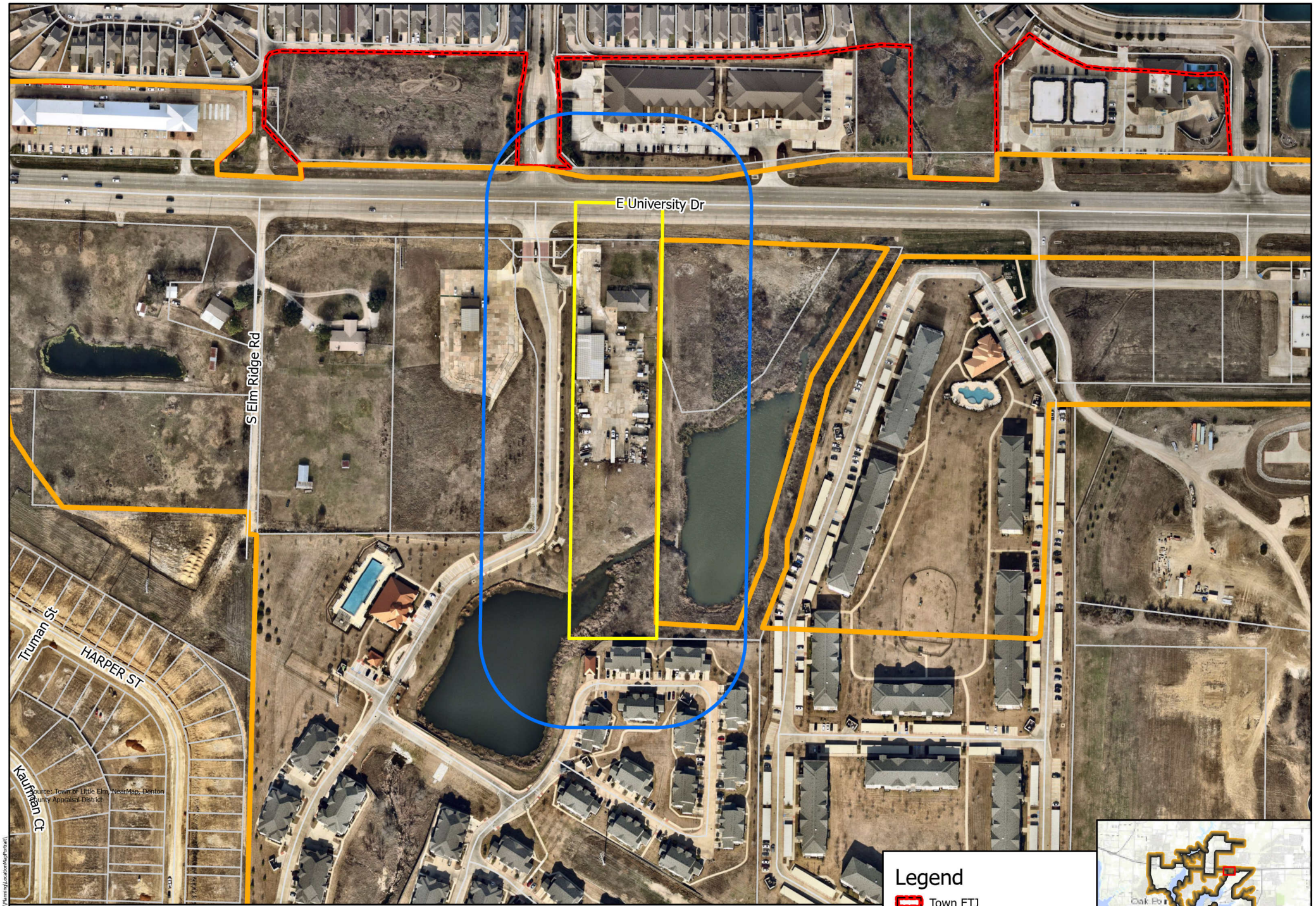
This item has no budget impact.

RECOMMENDED ACTION:

At this time, Staff is requesting to **table** the consideration of this item and continue the public hearing on June 6, 2023.

Attachments

Location Map



LITTLE ELM

0 0.03 0.05 0.1 Miles

N

This product is to be used for graphical representation only. The accuracy is not to be taken/used as data produced for engineering purposes or by a Registered Professional Land Surveyor for the State of Texas. For this level of detail, supervision and certification of the produced data by a Registered Professional Land Surveyor for the State of Texas would have to be performed. Town of Little Elm and its members assume no responsibility for the accuracy of said data.

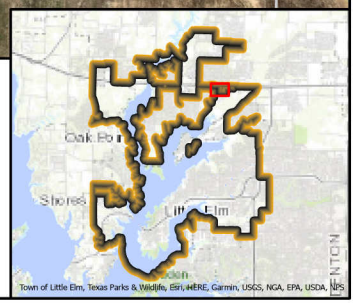
Town of Little Elm
Denton County, Tx

Zoning Case: Parkwood Collison

26784 E University Dr
Little Elm, TX 75068
Date: 4/5/2023

Legend

- Town ETJ
- Parcels
- Town Limits
- Subject Area
- 200' Foot Subject Area Buffer



Project Location: G:\GIS\For Town\Employees\Planning\Location Map\Portrait\

Date:	05/16/2023
Agenda Item #:	6. B.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Fred Gibbs, Director of Development Services

AGENDA ITEM:

Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Matthew Rinker with Buckman Partnership LTD.**

DESCRIPTION:

The attached agreement is to solidify the Planned Development and the overall concept plan, architectural design, and development standards as outlined in the associated documents and development plans for Parkwood Collision II Planned Development.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDED ACTION:

At this time, Staff is requesting to table this item until June 6, 2023.

Date:	05/16/2023
Agenda Item #:	6. C.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Fred Gibbs, Director of Development Services

AGENDA ITEM:

Present, Discuss, and Consider Action to Approve a **Development Agreement Amendment between the Town of Little Elm and Denton Independent School District.**

DESCRIPTION:

Background.

Subject property is a 13.492-acre site located in Phase 2H of Spiritas Ranch residential subdivision. The land is zoned as Planned Development, through Ordinance No. 1641, and governed by the Spiritas Ranch Development Agreement, which was originally approved by the Town on February 2, 2021, and subsequently amended on April 5, 2022.

This single-family residential subdivision was designed with several designated non-residential components, such as the fire station, commercial area, and a public school. The development regulations contained within the existing Planned Development District and Development Agreement indicate that non-residential development would follow the Light-Commercial site development standards (inclusive of architectural design, area, height, and building setbacks, and landscape requirements).

Request.

Last year, the site designated for the school, the subject property, was sold to the Denton Independent School District for the purposes of constructing a new elementary school. As witnessed in recent cases, school development is not always able to fully meet the stringent requirements of a truly commercial development. Therefore, for the past several months, Staff and the School District have negotiated a list of modified development standards and associated exhibits, based on the Light Commercial district with modifications to certain architectural and site development requirements. These development standards would be applicable specifically to the property on which the school is to be constructed, and are comparable to those of the residential component, which should allow the school site to fit cohesively into the neighborhood.

However, since the land has an existing Planned Development District and Development

Agreement, such deviations require approval from the Town Council through an amendment of the current Development Agreement and Planned Development District; this was explained to the School District at the time of purchasing the land.

Standards.
The amendment outlines general restrictions under which the subject property is to be developed, and provides for concept plan and landscape plan adoption, generally laying-out the site, structures, and landscaping to the agreed upon standards. The amendment also includes exhibits providing further detail with regard to building design and commitment to utilizing certain materials. The exhibits are not intended to serve as approved plans for construction.

The conceptual site plan depicts the minimum standards for site layout, parking lot detail, and general circulation, identifying setbacks, area, height, and lot coverage, to enable the non-residential site to co-exist harmoniously within the residential neighborhood.

The proposed building design utilizes the minimum base requirements of commercial property architectural standards, providing the minimum acceptable articulation, tripartite design, but deviations from typical material standards.

The landscape exhibit provides a visual representation of the proposed minimum landscaping, generally identifying tree and shrub locations, quantities, and minimum of 4 caliper inches for shade trees; all comparable to those of the residential neighborhood. These exhibits identify how the proposed tree planting is intended to serve as the living screen between the school and neighboring homes, as well as the right-of-way frontages.

BUDGET IMPACT:
This item has no budget impact.

RECOMMENDED ACTION:
Staff recommends approval.

Attachments

DISD Spiritas Agreement Amendment

STATE OF TEXAS	**§**	**DEVELOPMENT AGREEMENT**
	§	
COUNTY OF DENTON	**§**	**FOR SPIRITAS RANCH AMENDMENT - DENTON ISD PROPERTY**

This Development Agreement, an Amendment to Spiritas Ranch, specifically with regard to the Denton Independent School District Property ("**Agreement**") is entered into between the developer, Denton Independent School District "**DISD**", whose address for purposes of this Agreement is 13607 N. Locust Street, Denton, Texas 76201 and the Town of Little Elm, Texas ("**Town**"), whose address for purposes of this Agreement is 100 W. Eldorado Parkway, Little Elm, TX 75068. DISD and the Town are sometimes referred herein together as the "**Parties**" and individually as a "**Party**."

Recitals:

1. DISD is the owner, and developer, of a 13.492-acre site located in Phase 2H of Spiritas Ranch Planned Development within the Town of Little Elm, Texas (the "**Property**"), which Property is more particularly described in **Exhibit A** attached hereto, and which Property DISD intends to develop as a two-story elementary school.

2. The development of the Property is currently governed by the Spiritas Ranch Development Agreement ("**SR Agreement**"), which was approved by the Town on February 2, 2021 and recorded in the Denton County Real Property Records on February 5, 2021, amended on April 5, 2022, and recorded on April 7, 2022, and by the Town's Planned Development Ordinance for the Spiritas Ranch Development, Town Ordinance No. 1641 enacted by the Town on October 19, 2021 (hereinafter referred to as the "**SR PD Ordinance**").

3. As DISD owns the Property, DISD has the lawful authority to enter into this Agreement regarding the development of the Property, which Agreement will amend the SR Agreement solely in regards to the Property but not as to any other property governed by the SR Agreement.

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

5. 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 the obligations required by this Agreement are satisfied by DISD ("**Term**").

Section 3. **Agreements.** The Parties agree as follows:

A. The Property will be developed consistent with the following restrictions, which restrictions shall be included in an amendment to SR PD Ordinance related solely to the Property, and incorporated exhibits herein:

1. The Concept Plan attached hereto and incorporated herein by reference, demonstrates locations of the proposed structures and improvements within the property. Amendments to the Concept Plan must be approved by Council action, except that the Director of Development Services may approve minor revisions which do not significantly alter the basic relationship or intent of the proposed development.

2. A two-story elementary school shall be designed for this site consisting of an exterior skin being approximately 57% masonry and aluminum framed glass windows on the East Façade, 86% West Façade, 72% South Façade, 76% North Facade. Metal panels shall make up no more than 43% of the exterior skin on the East Façade, 14% West Façade, 28% South Façade, 24% North Facade.

3. The following sheets are provided and incorporated as exhibits of this agreement:

Concept Site Plan
Architectural Site Plan
Architectural Façade Plans
Architectural Color Renderings
Landscape Plan

4. Maximum lot coverage: 25%.

5. Minimum 1st floor area of the school building is approximately 79,420 square feet.

6. Landscaping regulations: It shall be the DISD's responsibility to ensure that the site shall contain the following:

The site shall be fully irrigated
The site shall be fully sodded
Provide 4" caliper shade trees along residential lot lines per Landscape Exhibit, staggering allowed.

Provide one 4" caliper trees along street frontage per Landscape Exhibit.
Shrubs utilized for vehicular areas, and all other screening, shall be at least 36" in height at time of planting, evergreen species that form a hedge.
Residential wood fencing shall fulfill the screening wall requirements.

7. Building Codes: the 2018 International Building Code, the 2018 International Fire Code, the 2018 National Electrical Code, the 2018 International Mechanical Code, the 2018 International Plumbing Code, the 2018 International Gas Fuel Code, the 2018 International Energy Conservation Code, and the 2018 International Property Maintenance Code (including all Code Amendments or subsequent versions of such codes).

B. No new structure (as such term may be defined, from time to time, by the Town, but in any event, including every structure designed or intended for human occupancy and every accessory structure intended for human occupancy, and all other buildings or structures, a "**Structure**") shall be constructed, installed, or located within the Property unless a building permit has been issued by a Town inspector. All building permits shall be paid for by the builder performing the work (or by the owner of the property on which the work is being performed). Conformance of any structure or other buildings or improvements and plans therefore with the Building Codes is the sole responsibility of each builder, and nothing in this section is intended to create any liability of the Town for such conformance.

Section 4. Miscellaneous.

A. **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.

B. **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.

C. **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.

D. **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.

E. **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.

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

G. **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.

H. **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.

I. **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.

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

K. **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.

L. **Entire Agreement**. This Agreement contains 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.

M. **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 DISD and all of DISD'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.

N. **Assignment of Agreement**. DISD 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 DISD 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 DISD. Each assignment shall be in writing executed by DISD 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 owner 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 owner or Assignee. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor owner assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement with respect to the Property transferred to the successor owner, 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 DISD shall release DISD from any liability that resulted from an act or

omission by DISD that occurred prior to the effective date of the assignment. DISD shall maintain true and correct copies of all assignments made by DISD to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

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

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

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

DISD

Denton Independent School District

By: _____
J. Scott Niven
Deputy Superintendent

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 ___, 2023, 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

STATE OF TEXAS §
§
COUNTY OF DENTON §

Before me, the undersigned authority, on this _____ day of ___, 2023, personally appeared J. Scott Niven, in his capacity as Deputy Superintendent of the Denton Independent School District, 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 his individual capacity.

[Seal] By:_____
Notary Public, State of Texas

EXHIBIT A

Legal Description of the Land

WHEREAS, the Denton Independent School District is the owner of a a tract of land situated in the M. Jones Survey, Abstract No. 662, Town of Little Elm, Denton County, Texas, being all of a called 13.166 acre tract of land conveyed to the Denton Independent School District as recorded in County Clerk No. 2022-91186 of the Official Records of Denton County, Texas, and being more particularly described in metes and bounds as follows:

BEGINNING at a 1 /2" iron rod with plastic cap stamped "4613" set for the westernmost southwest corner of the called 13.166 acre tract of land at the beginning of a non-tangent curve to the left and said the left and said iron rod being in the east line of a called 13.492 acre tract of land conveyed to the Town of Little Elm for future public Right-of-Way as recorded in County Clerk No. 2021-95337 of the Official Records of Denton County, Texas;

THENCE with the east line of the called 13.492 acre tract of land, the west line of the called 13.166 acres tract of land, and with said non-tangent curve to the left, with an arc length of 412.78 feet, a a radius of 1320.00 feet, and a chord bearing N10"42'56"E, 411.10 feet to a 1 /2" iron rod with plastic cap stamped "4613" set for corner;

THENCE N01 "45' 42"E, continuing along the mutual line of the called 13.492 acre tract of land and the called 13.166 acre tract of land, a distance of 185.81 feet to a 1/2" iron rod with plastic cap stamped "4613" set for the corner;

THENCE departing the said mutual line of the called 13.492 acre tract of land and the called 13.166 acre tract of land and continuing with the next thirteen (13) calls along the mutual line of the called 13.166 acre tract of land and the remainder of a called 523.172 acre tract of land conveyed to MM Little Elm 548, LLC as recorded in County Clerk No. 2020-123025 of the Official Records of Denton County, Texas, from which the called 13.166 acres tract of land was originally a part of;

THENCE N46"51 '55"E, a distance of 42.45 feet to a 1 /2" iron rod with plastic cap stamped "4613" set for the corner;

THENCE S88"13'57"E, a distance of 496.98 feet to a capped iron rod with plastic cap stamped "BCG" found for corner at the beginning of a curve to the right;

THENCE with said curve to the right, with an arc length of 136.90 feet, a radius of 320.00 feet, and a chord bearing S75"56'45"E, 136.86 feet to a capped iron rod with plastic cap stamped "BCG" found for corner;

THENCE S63"41'36"E, a distance of 245.34 feet to a capped iron rod with plastic cap stamped "BCG" found for the northern most north-east corner of the called 13.166 acre tract of land;

THENCE S18"35'16"E, a distance of 13. 90 feet to a capped iron rod with plastic cap stamped "BCG" found for corner at the beginning of a non-tangent curve to the right;

THENCE with said non-tangent curve to the right, with an arc length of 444.69 feet, a radius of 2170.00', and a chord bearing S33"13'34"W, 443.91 feet a capped iron rod with plastic cap stamped "BCG" found for corner;

THENCE S39"05'55"W, a distance of 343.51 feet to a capped iron rod with plastic cap stamped "BCG" found for corner at the beginning of a curve to the right;

THENCE with said curve to the right, with an arc length of 73.00 feet, a radius of 320. 77 feet, and a chord bearing S45"37'05"W, 72.84 feet to a capped iron rod with plastic cap stamped "BCG" found for corner;

THENCE S52"06'55"W, a distance of 152.33 feet to a capped iron rod with plastic cap stamped "BCG" found for corner at the southern-most southeast corner of the called 13.166 acre tract of land;

THENCE N37"55'28"W, a distance of 210.02 feet to a capped iron rod with plastic cap stamped "BCG" found for corner;

THENCE N38"05'18"W, a distance of 55.09 feet to a capped iron rod with plastic cap stamped "BCG" found for corner;

THENCE N44"18'58"W, a distance of 62. 79 to a capped iron rod with plastic cap stamped "BCG" found for corner;

THENCE N54"41'08"W, a distance of 121.01 feet to a capped iron rod with plastic cap stamped "BCG" found for corner;

THENCE N70"22'1 O"W, a distance of 29.93 feet to the POINT OF BEGINNING and CONTAINING 573,513 square feet or 13.166 acres of land.

Baxley Street

Classic Ave.

Colette Road

Ryan Spiritas Parkway

Bristle Pine Avenue

Farren Way

Carlyle Park Lane

N46°51'55"E
42.45'

S88°13'57"E 496.98'

543'

178'

A=24°30'44"
R=320.00'
T=69.51'
L=136.90'

S63°41'36"E 245.34'

S18°35'16"E
13.90'

N01°45'42"E 185.81'

412'

473'

A=17°55'01"
R=1320.00'
T=208.09'
L=412.78'

N54°41'08"W
121.01'

N44°18'59"W
62.79'

N38°05'18"W
55.09'

N37°55'29"W
210.02'

S52°06'55"W 152.33'

A=13°04'13"
R=320.00'
T=36.66'
L=73.00'

S39°05'56"W 343.51'

A=11°44'29"
R=2170.00'
T=223.12'
L=444.69'

Lot 1, Block A
573,513 Sq. Ft.
13.166 Acres

26' Fire Lane, Access, & Utility Easement

Drop Off Lane

30' Bldg. Line

20' Bldg. Line

35' Bldg. Line

5' Sidewalk

6' Sidewalk

8 Spa. @ 9'=72'

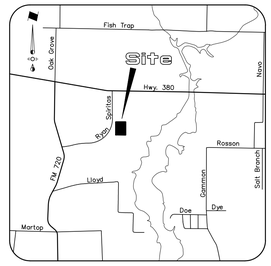
6 Spa. @ 9'=81'

9 Spa. @ 9'=81'
1 Spa. @ 11'=11'

Water Well For Irrigation

Dumpsters With 8' Masonry Screen Wall

0 50 100
GRAPHIC SCALE
1"=50'



VICINITY MAP
NTS

SITE DATA SUMMARY CHART (by phase and in total) to include the following items:		
Site Data Summary	*Existing*	*Proposed*
Existing Zoning	ETJ	ETJ
Front Setback		30'
Side Setback		20'
Rear Setback		35'
Land Use Designation		School
Gross Acreage		13.166
Net Acreage		13.166
Number of Proposed Lots		1
Percentage of Site Coverage		12.8
Area of Impervious Coverage		225,300 sf
Percentage of Impervious Coverage		39.3
Proposed Building Area *(square footage footprint)*		73,365 sf
Number of Single-Story Buildings		0
Number of Two-Story Buildings		1
Maximum Building Height		34'-4"
Proposed Floor Area		114,620 sf
Proposed Floor Area by Use (school)		114,620 sf
Required Parking		125
Provided Parking		126
Standard		119
Handicap		7
Total		126
Inventory Parking		NA
Electric Vehicle Charging Infrastructure		NA
Bicycle Racks		3
Required Loading Spaces		3

Water Meter Schedule				
I.D.	Type	Size	No.	Sewer
①	Domestic	2"	2	6"
②	Irrigation	2"	1	–

SITE PLAN

SPIRITAS RANCH ELEMENTARY SCHOOL

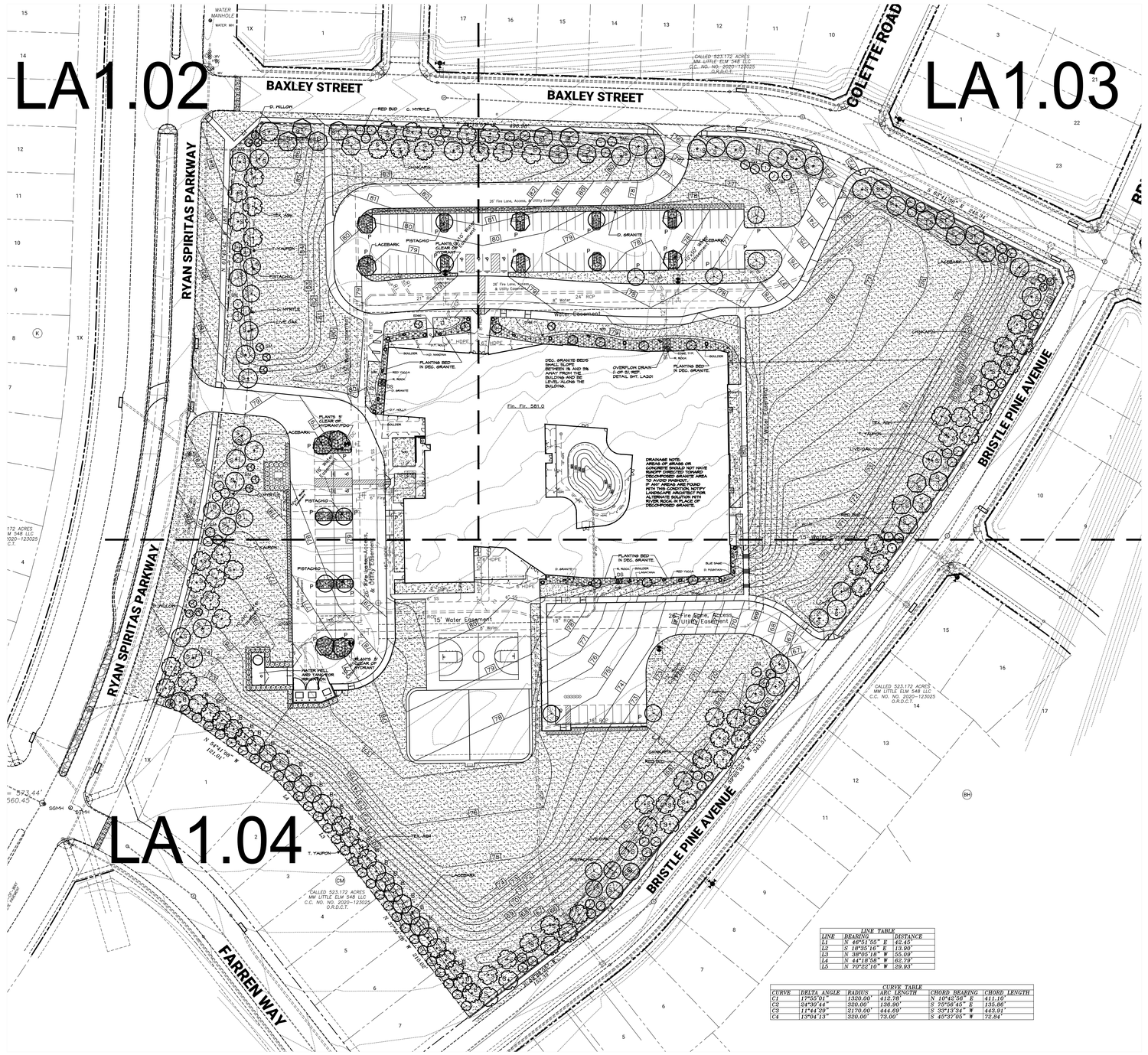
Lot 1, Block A

13.166 Acres Situated In The
M. JONES SURVEY ~ ABST. 662
LITTLE ELM, DENTON COUNTY, TEXAS

Owner
Denton Independent School District
1307 North Locust Street
Denton, TX 76201
Telephone 940 369-0000
bboyter@dentonisd.org

Engineer
RLK Engineering, Inc.
Texas Registration No. 579
111 West Main Street
Allen, Texas 75013
Seth@rlkengineering.com
Telephone 972 359-1733

April 18, 2023


LA1.02
LA1.03
LA1.04
BAXLEY STREET
BAXLEY STREET
GOLETTE ROAD
RYAN SPIRITAS PARKWAY
BRISTLE PINE AVENUE
BRISTLE PINE AVENUE
FARREN WAY
CALLED 523.172 ACRES
MM LITTLE ELM 548 LLC
C.C. NO. NO. 2020-123025
O.R.D.C.T.
15' Water Easement
26' Fire Lane, Access & Utility Easement
24' ROP
Fin. Flr. 581.0
DRAINAGE NOTE:
AREAS OF BRASS OR
ALUMINUM EDGING MUST HAVE
CONCRETE BEHIND TO AVOID
DECOMPOSED GRANITE AREA
TO AVOID WASHOUT.
IF THIS CONDITION FOUND
IN THE FIELD, CONTACT NOTIFY
LANDSCAPE ARCHITECT FOR
ALTERNATE SOLUTION WITH
RIVER ROCK IN PLACE OF
DECOMPOSED GRANITE.
DECOMP. GRANITE BEDS
SHALL SLOPE
BETWEEN 1% AND 5%
AWAY FROM THE
BUILDING AND BE
LEVEL ALONG THE
BUILDING
OVERFLOW DRAIN
- SEE DETAIL SHT. LA301
PLANTING BED
IN DECOMP. GRANITE
PLANTING BED
IN DECOMP. GRANITE
PLANTING BED
IN DECOMP. GRANITE
WATER METER
AND CONDITOR
PLANTS 5'
CLEAR OF
HYDRANT
PLANTS 5'
CLEAR OF
HYDRANT
SSMH
SSMH
N 64°41'09" W
121.43'
S 64°41'09" E
560.45'
573.44'
N 64°41'09" W
121.43'
N 64°41'09" W
121.43'
S 64°41'09" E
560.45'
S 64°41'09" E
560.45'
N 25°18'51" W
320.00'
S 25°18'51" E
320.00'
S 64°41'09" E
560.45'
N 25°18'51" W
320.00'
S 25°18'51" E
320.00'
S 64°41'09" E
560.45'
N 64°41'09" W
121.43'
N 64°41'09" W
121.43'
S 64°41'09" E
560.45

ALL EXTERIOR BATTENS AT ALUMINUM FRAMES FALL UNDER THE SCOPE OF ADD ALTERNATE #4

EXTERIOR FACADE MATERIAL BREAKDOWN

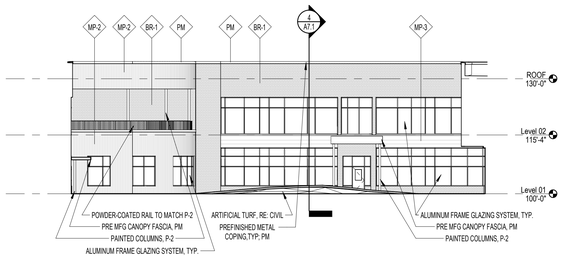
ELEVATION	BRICK/GLAZING (SF)		METAL PANEL (SF)		TOTAL AREA (SF)	
WEST	7371	**86.7%**	1126	**13.3%**	8497	100%
SOUTH	8439	**72.1%**	3271	**27.9%**	11,710	100%
NORTH	8806	**76.1%**	2771	**23.9%**	11,577	100%
EAST	4597	**57.2%**	3438	**42.8%**	8035	100%

EXTERIOR FINISH SCHEDULE - BASIS OF DESIGN - S

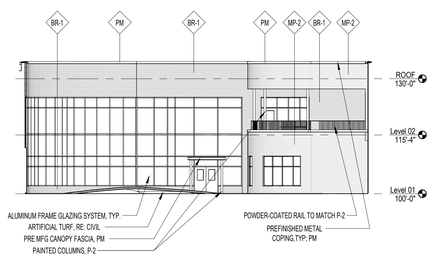
SYM.	TAG	MATERIAL	MANUFACTURER	STYLE	COLOR	COMMENTS
	BR-1	THIN BRICK VENEER	METRO	MODULAR	SCHOOL HOUSE RED IRON SPOT	HORIZONTAL RUNNING BOND
	BR-1A	THIN BRICK VENEER	KING KLINKER	AMERICAN IMPERIAL	KING CRIMSON	VERTICAL RUNNING THIRD BOND (ADD ALTERNATE #1)
	BR-2	MODULAR BRICK	ACME	MODULAR	ROXBURY	VELOUR FINISH, AT DUMPSTER WALL AND MARQUEE SIGN ONLY
	BR-3	THIN BRICK VENEER	METRO	MODULAR	CHARCOAL IRON SPOT	HORIZONTAL RUNNING BOND (AT WATER TABLE)
	CFL-1	CONCRETE FORM LINER	FITZGERALD FORMLINERS	14385-PORTLAND RIB	-	14385 PORTLAND RIB, 1.5" DEEP RANDOM RIBS, REPEATS ON 24" CENTERS (SPIRITAS SITE ONLY)
	MP-1	ALUMINUM COMPOSITE METAL PANEL	ALUCOBOND	FLAT	CUPRAL	FLAT (AT WINDOWS)
	MP-2	CORRUGATED METAL PANEL	PAC-CLAD	BOX RIB	COPPER PENNY	VERTICAL CORRUGATION; RANDOMIZED PATTERN: 25% EACH OF PROFILES 1, 2, 3, 4
	MP-3	FLUSH METAL PANEL	PAC-CLAD	FLUSH	MANSARD BROWN	12" WIDE & (2) PENCIL RIBS PROFILE, RUN HORIZONTALLY
	MP-4	ALUMINUM COMPOSITE METAL PANEL	ALUCOBOND	FLAT	STATUARY BRONZE	FLAT (AT METAL PANEL WALL BUMP-OUTS/CORNICE/COPING)
	MPS-1	METAL PANEL SOFFIT (@ CANOPY)	PAC-CLAD	FLUSH	TERRA COTTA	12" WIDE & (2) PENCIL RIBS PROFILE, REF. RCP FOR ORIENTATION, VENTED
	MPS-2	METAL PANEL SOFFIT (@ CANTILEVERED BOX FORMS)	PAC-CLAD	FLUSH	COPPER PENNY	12" WIDE & (2) PENCIL RIBS PROFILE, REF. RCP FOR ORIENTATION, VENTED
	GL1	INSULATED GLAZING UNITS	VITRO	SOLARBAN 90	CLEAR ON CLEAR	-
	AL	ANODIZED ALUMINUM	-	-	DARK BRONZE	-
	HM	HOLLOW METAL FINISH	-	-	FINISH TO MATCH P-2	-
	PM	PRE-FINISHED METAL	-	-	FINISH TO MATCH P-2	FASCIAS, COPING, DOWNSPOUTS, ETC
	PC	POWDER COAT FINISH	-	-	FINISH TO MATCH P-2	RAILING BALLUSTERS, REF TYP. RAILING ELEVATIONS.
	P-2	PAINT	SHERWIN WILLIAMS	REF. SPECS	SW7048 URBANE BRONZE	COLUMNS, HOLLOW METAL FRAME/DOOR TRIM
	EPT	EXTERIOR PAVER TILE	WAUSAU	RIVERSIDE 24"x24"x2"	HRS-60	FOR USE ON PEDESTAL SUPPORTED DECK SYSTEM AT OUTDOOR LEARNING E207
	AA	EXTERIOR MATERIAL TAG		-	-	-

ELEVATION GENERAL NOTES

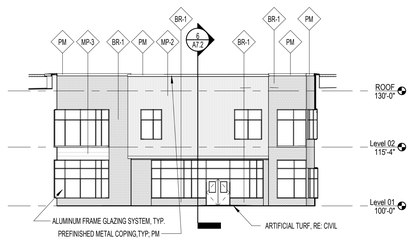
1. MEJ LOCATIONS AT VENEER MASONRY INSTALLED ON PRE-FABRICATED WALLS:
   A. MEJ'S OCCUR AT PANEL BREAKS, PROVIDE BACKER ROD AND SEALANT AT EACH PANEL JOINT. ADDITIONAL CONTROL JOINTS AT DOOR OPENINGS AS CALLED OUT ON ELARGED PANEL ELEVATIONS.
2. MEJ LOCATIONS AT CONVENTIONALLY INSTALLED VENEER MASONRY:
   A. NO LESS THAN 3'-4" FROM OUTSIDE CORNERS AT CMU BACKED WALLS, U.N.O.
   B. EQUALLY SPACE ALL OTHERS ON MASONRY DIMENSIONS WITH SPANS NOT TO EXCEED 20'-0" O.C.
   C. VERTICAL MEJ REQUIRED AT EVERY EXTERIOR OPENING
3. CJ LOCATIONS IN NON- MASONRY VENEERS:
   A. ALIGN WITH MAS CJS BEHIND
   B. EQUALLY SPACE ALL OTHERS ON MASONRY DIMENSIONS WITH SPANS NOT TO EXCEED 20'-0" O.C.
4. REFER TO ROOF PLAN DRAWINGS FOR DOWNSPOUT, GUTTER, EJ, SCUPPER, AND ROOF LADDER LOCATIONS
5. REFER TO SHEET A9.00 FOR ADDITIONAL EXTERIOR FINISHES AND FINISH NOTES
6. PAINT STEEL ACCESS LADDERS AND SCUPPERS TO MATCH COLOR OF BR-1
7. PRE-FINISHED METAL COPING AND DOWNSPOUTS (PM) TO MATCH COLOR OF AL
8. CONTINUE MASONRY ACCENT SCHEME AT ALL EXT. WALLS, INCLUDING AT ENTRIES, COLUMNS, AND WALLS NOT SHOWN ON ELEVATIONS.
9. BASIS OF DESIGN IS FOR ALL WINDOWS AND DOORS TO BE INSTALLED, FLASHED, AND WATER TESTED PRIOR TO VENEER INSTALLATION. WATER TEST SHALL COMPLY WITH AAMA SO1.2.03
10. REFER TO CLOAK FLASHING DETAILS FOR TYPICAL FLASHING CONFIGURATIONS
11. ALL SEALANT OF JOINTS AT BRICK TO MATCH BR-1
12. ALL SEALANT OF JOINTS AT ALUMINUM COMPOSITE METAL PANEL TO MATCH MP-1
13. FOR DOOR AND WINDOW TYPES AT EXTERIOR PRE-FABRICATED PANEL, ICF, AND CONVENTIONAL CONSTRUCTION ELEVATIONS, RE: A6.2-A6.4



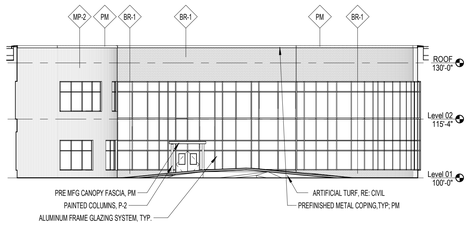
COURTYARD - WEST ELEVATION 8
SCALE: 1/16" = 1'-0"



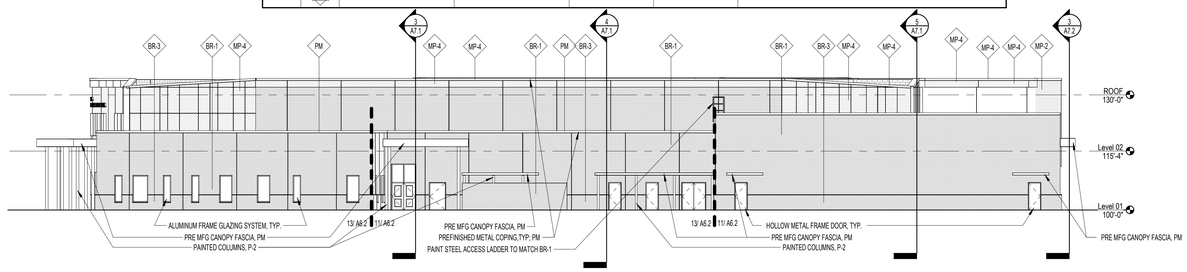
COURTYARD - SOUTH ELEVATION 7
SCALE: 1/16" = 1'-0"



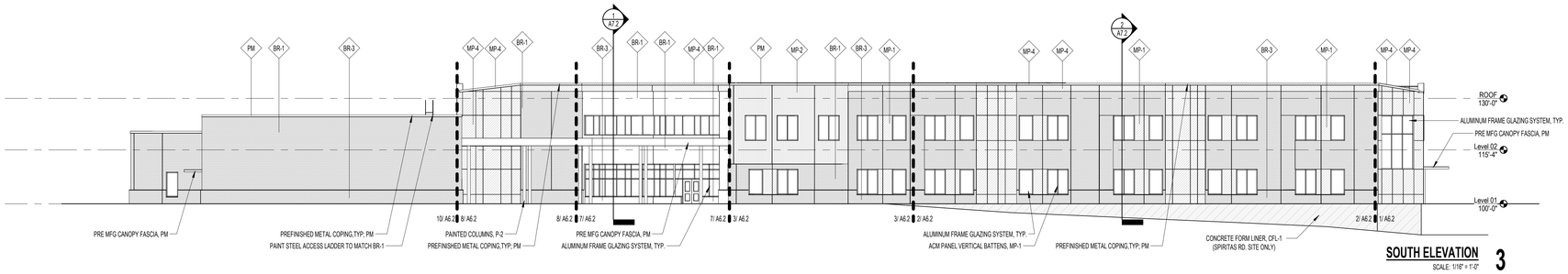
COURTYARD - NORTH ELEVATION 6
SCALE: 1/16" = 1'-0"



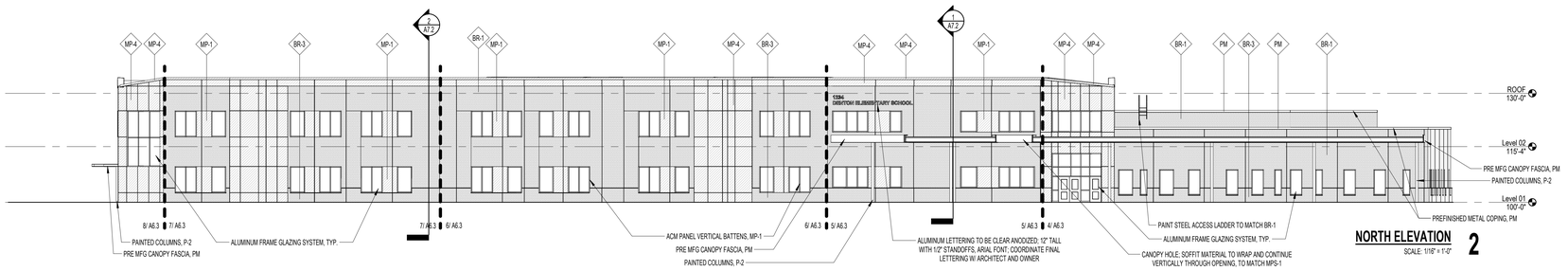
COURTYARD - EAST ELEVATION 5
SCALE: 1/16" = 1'-0"



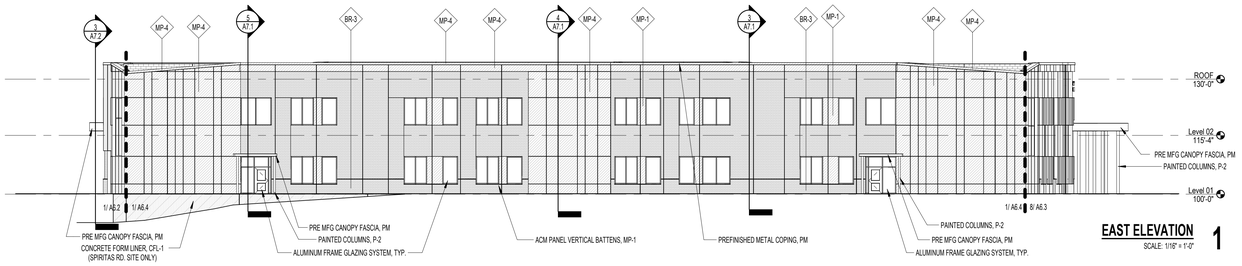
WEST ELEVATION 4
SCALE: 1/16" = 1'-0"



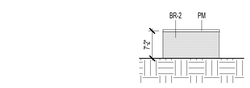
SOUTH ELEVATION 3
SCALE: 1/16" = 1'-0"



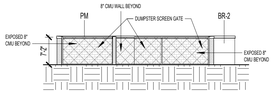
NORTH ELEVATION 2
SCALE: 1/16" = 1'-0"



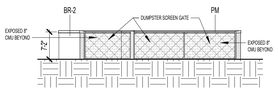
EAST ELEVATION 1
SCALE: 1/16" = 1'-0"



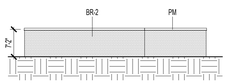
DUMPSTER SCREEN - WEST 14
SCALE: 1/16" = 1'-0"



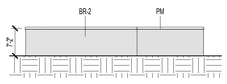
DUMPSTER SCREEN - NORTH 2 13
SCALE: 1/16" = 1'-0"



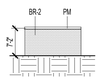
DUMPSTER SCREEN - NORTH 1 12
SCALE: 1/16" = 1'-0"



DUMPSTER SCREEN - SOUTH 2 11
SCALE: 1/16" = 1'-0"



DUMPSTER SCREEN - SOUTH 1 10
SCALE: 1/16" = 1'-0"



DUMPSTER SCREEN - EAST 9
SCALE: 1/16" = 1'-0"

pfluger
office: 469.333.2121 | fax: 469.333.2125
603 Munger Ave, Suite 130
Dallas, Texas 75202
pflugerarchitects.com

NEW DENTON ISD ELEMENTARY SCHOOL
SPIRITAS RANCH SITE

DENTON INDEPENDENT SCHOOL DISTRICT
1307 NORTH LOCUST STREET
DENTON, TEXAS 76201

REGISTERED ARCHITECT
CHRISTOPHER D. MARTIN
STATE OF TEXAS
19685
DATE: 04/03/2023

PROJECT NO. 22-022
DATE: 04/03/2023
DRAWN BY: DRW CHECKED BY: CMM
REVISIONS:

No.	Date	Description
1	04/14/2023	ADDENDUM 1

BIDDING AND PERMITTING SET

A6.1
EXTERIOR ELEVATIONS

Autodesk Docs://22-022 - Denton ISD New Elementary Schools 26-28/22-022_ARCH_Denton_ES Prototype_R23.rvt
4/25/2023 9:48:49 AM

ALL EXTERIOR BATTENS AT ALUMINUM FRAMES FALL UNDER THE SCOPE OF ADD ALTERNATE #4

EXTERIOR FACADE MATERIAL BREAKDOWN

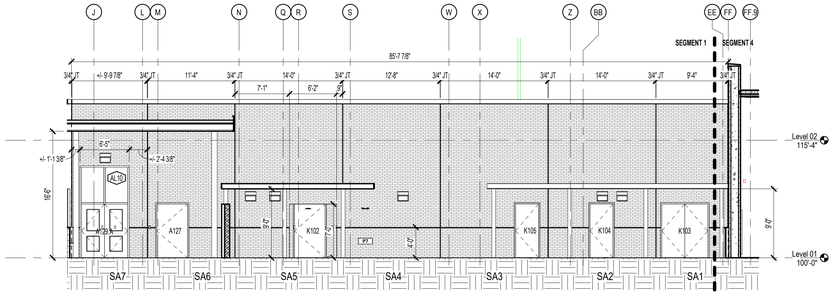
ELEVATION	BRICK/GLAZING (SF)		METAL PANEL (SF)		TOTAL AREA (SF)	
WEST	7371	**86.7%**	1126	**13.3%**	8497	100%
SOUTH	8439	**72.1%**	3271	**27.9%**	11,710	100%
NORTH	8806	**76.1%**	2771	**23.9%**	11,577	100%
EAST	4597	**57.2%**	3438	**42.8%**	8035	100%

EXTERIOR FINISH SCHEDULE - BASIS OF DESIGN - S

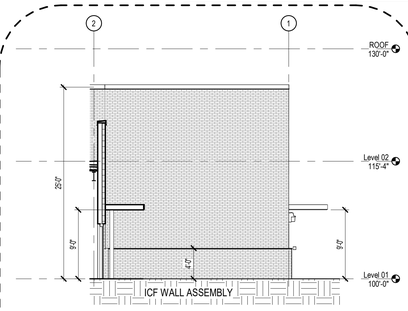
SYM.	TAG	MATERIAL	MANUFACTURER	STYLE	COLOR	COMMENTS
	BR-1	THIN BRICK VENEER	METRO	MODULAR	SCHOOL HOUSE RED IRON SPOT	HORIZONTAL RUNNING BOND
	BR-1A	THIN BRICK VENEER	KING KLINKER	AMERICAN IMPERIAL	KING CRIMSON	VERTICAL RUNNING THIRD BOND (ADD ALTERNATE #1)
	BR-2	MODULAR BRICK	ACME	MODULAR	ROXBURY	VELOUR FINISH, AT DUMPSTER WALL AND MARQUEE SIGN ONLY
	BR-3	THIN BRICK VENEER	METRO	MODULAR	CHARCOAL IRON SPOT	HORIZONTAL RUNNING BOND (AT WATER TABLE)
	CFL-1	CONCRETE FORM LINER	FITZGERALD FORMLINERS	14385-PORTLAND RIB	-	14385-PORTLAND RIB, 1.5" DEEP RANDOM RIBS, REPEATS ON 24" CENTERS (SPIRITAS SITE ONLY)
	MP-1	ALUMINUM COMPOSITE METAL PANEL	ALUCOBOND	FLAT	CUPRAL	FLAT (AT WINDOWS)
	MP-2	CORRUGATED METAL PANEL	PAC-CLAD	BOX RIB	COPPER PENNY	VERTICAL CORRUGATION; RANDOMIZED PATTERN: 25% EACH OF PROFILES 1, 2, 3, 4
	MP-3	FLUSH METAL PANEL	PAC-CLAD	FLUSH	MANSARD BROWN	12" WIDE & (2) PENCIL RIBS PROFILE, RUN HORIZONTALLY
	MP-4	ALUMINUM COMPOSITE METAL PANEL	ALUCOBOND	FLAT	STATUARY BRONZE	FLAT (AT METAL PANEL WALL BUMP-OUTS/CORNICE/COPING)
	MPS-1	METAL PANEL SOFFIT (@ CANOPY)	PAC-CLAD	FLUSH	TERRA COTTA	12" WIDE & (2) PENCIL RIBS PROFILE, REF. RCP FOR ORIENTATION, VENTED
	MPS-2	METAL PANEL SOFFIT (@ CANTILEVERED BOX FORMS)	PAC-CLAD	FLUSH	COPPER PENNY	12" WIDE & (2) PENCIL RIBS PROFILE, REF. RCP FOR ORIENTATION, VENTED
	GL1	INSULATED GLAZING UNITS	VITRO	SOLARBAN 90	CLEAR ON CLEAR	-
	AL	ANODIZED ALUMINUM	-	-	DARK BRONZE	-
	HM	HOLLOW METAL FINISH	-	-	FINISH TO MATCH P-2	-
	PM	PRE-FINISHED METAL	-	-	FINISH TO MATCH P-2	FASCIAS, COPING, DOWNSPOUTS, ETC
	PC	POWDER COAT FINISH	-	-	FINISH TO MATCH P-2	RAILING BALLUSTERS, REF TYP. RAILING ELEVATIONS.
	P-2	PAINT	SHERWIN WILLIAMS	REF. SPECS	SW7048 URBANE BRONZE	COLUMNS, HOLLOW METAL FRAME/DOOR TRIM
	EPT	EXTERIOR PAVER TILE	WAUSAU	RIVERSIDE 24"x24"x2"	HRS-60	FOR USE ON PEDESTAL SUPPORTED DECK SYSTEM AT OUTDOOR LEARNING E207
	AA	EXTERIOR MATERIAL TAG		-	-	-

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6. PAINT STEEL ACCESS LADDERS AND SCUPPERS TO MATCH COLOR OF BR-1
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9. BASIS OF DESIGN IS FOR ALL WINDOWS AND DOORS TO BE INSTALLED, FLASHED, AND WATER TESTED PRIOR TO VENEER INSTALLATION. WATER TEST SHALL COMPLY WITH AAMA 501.2.03
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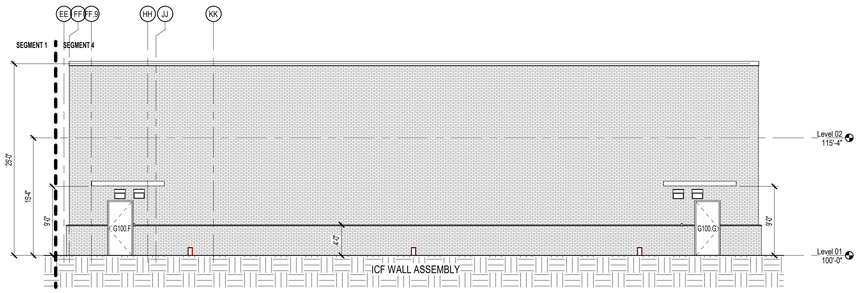


WEST ELEVATION - WALL PANELIZATION 13
SCALE: 1/8" = 1'-0"

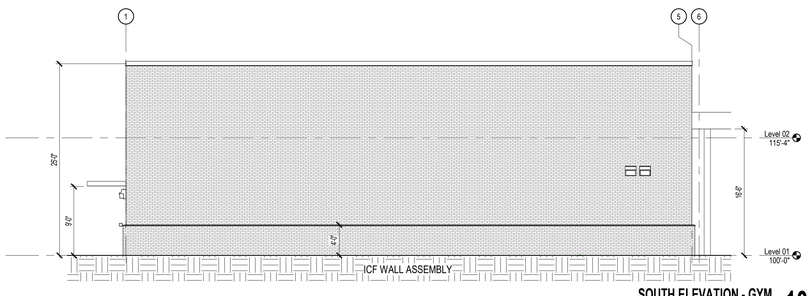


NORTH ELEVATION - GYM 12
SCALE: 1/8" = 1'-0"

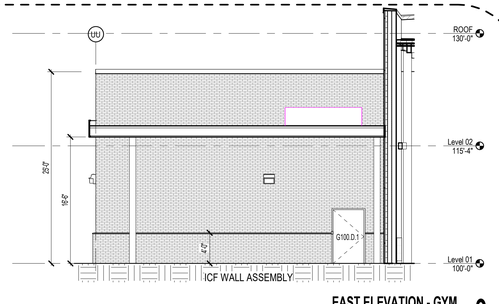
ICF WALL ASSEMBLY: SHOWN FOR CONTEXT



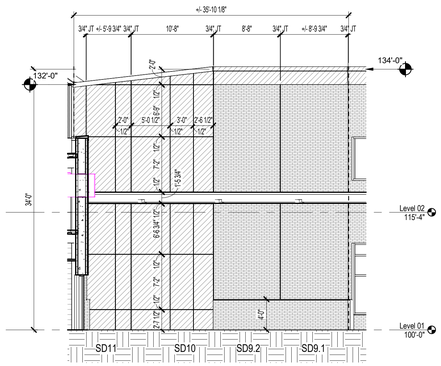
WEST ELEVATION - GYM 11
SCALE: 1/8" = 1'-0"



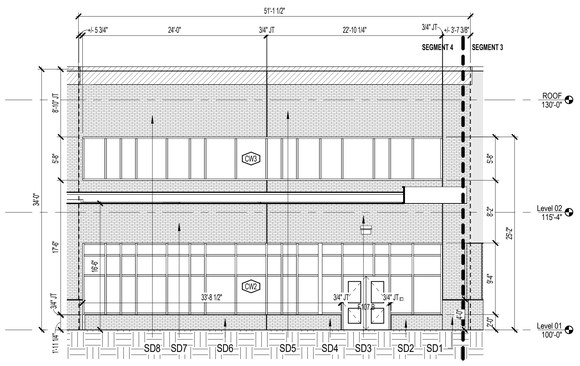
SOUTH ELEVATION - GYM 10
SCALE: 1/8" = 1'-0"



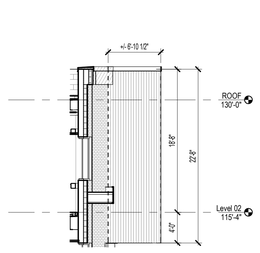
EAST ELEVATION - GYM 9
SCALE: 1/8" = 1'-0"



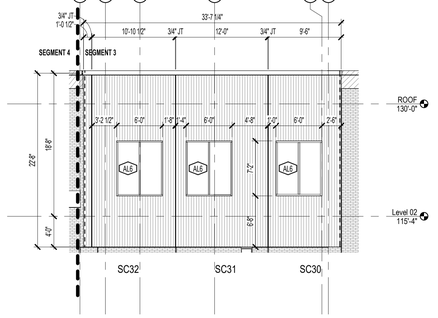
SOUTH ELEVATION - WALL PANELIZATION 8
SCALE: 1/8" = 1'-0"



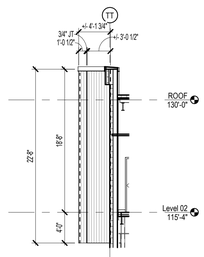
SOUTH ELEVATION - WALL PANELIZATION 7
SCALE: 1/8" = 1'-0"



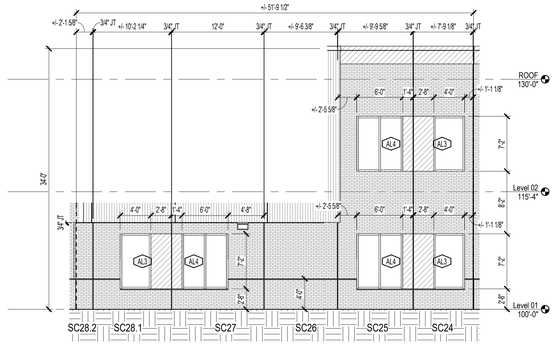
SOUTH ELEVATION - WALL PANELIZATION 6
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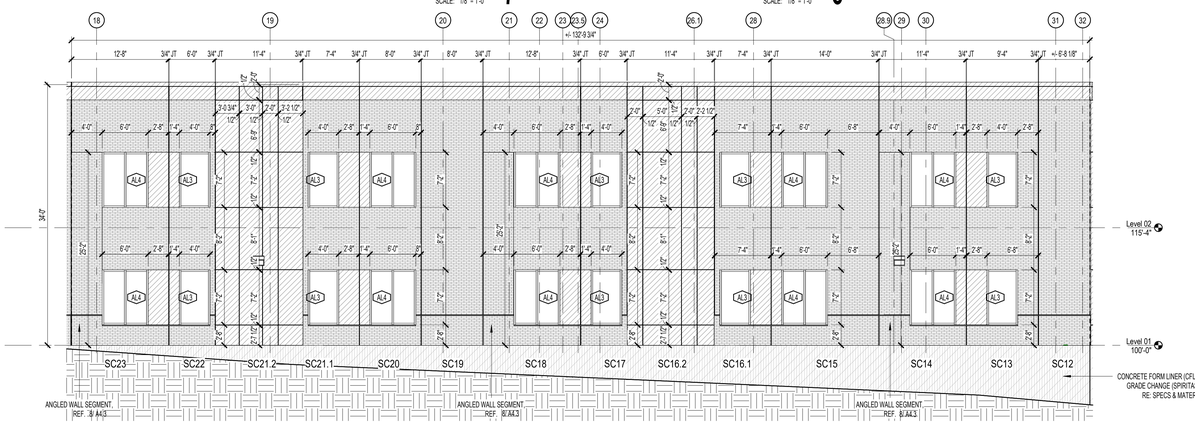
SOUTH ELEVATION - WALL PANELIZATION 5
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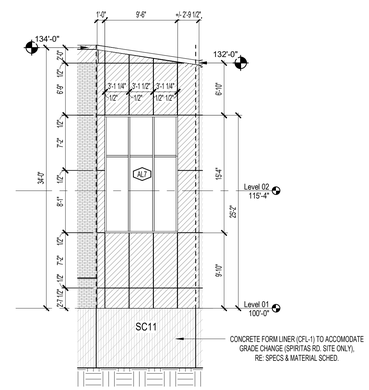
SOUTH ELEVATION - WALL PANELIZATION 4
SCALE: 1/8" = 1'-0"



SOUTH ELEVATION - WALL PANELIZATION 3
SCALE: 1/8" = 1'-0"



SOUTH ELEVATION - WALL PANELIZATION 2
SCALE: 1/8" = 1'-0"



SOUTH ELEVATION - WALL PANELIZATION 1
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Dallas, Texas 75202
pflugerarchitects.com

NEW DENTON ISD ELEMENTARY SCHOOL
SPIRITAS RANCH SITE

DENTON INDEPENDENT SCHOOL DISTRICT
1307 NORTH LOCUST STREET
DENTON, TEXAS 76201

REGISTERED ARCHITECT
CHRIS MCCARTY MARTIN
STATE OF TEXAS

DATE: 04/03/2023

PROJECT NO. 22-022
DATE: 04/03/2023
DRAWN BY: DRW CHECKED BY: CMM
REVISIONS:

	Date	Description
1	04/14/2023	ADDENDUM 1
3	00/00/0000	ADDENDUM 3 - POST BID

BIDDING AND PERMITTING SET

A6.2
EXTERIOR PANEL ELEVATIONS

4/25/2023 9:48:51 AM Autodesk Docs://22-022 - Denton ISD New Elementary Schools 26-28/22-022_ARCH_Denton_ES Prototype_R23.rvt

ALL EXTERIOR BATTENS AT ALUMINUM FRAMES FALL UNDER THE SCOPE OF ADD ALTERNATE #4

EXTERIOR FACADE MATERIAL BREAKDOWN

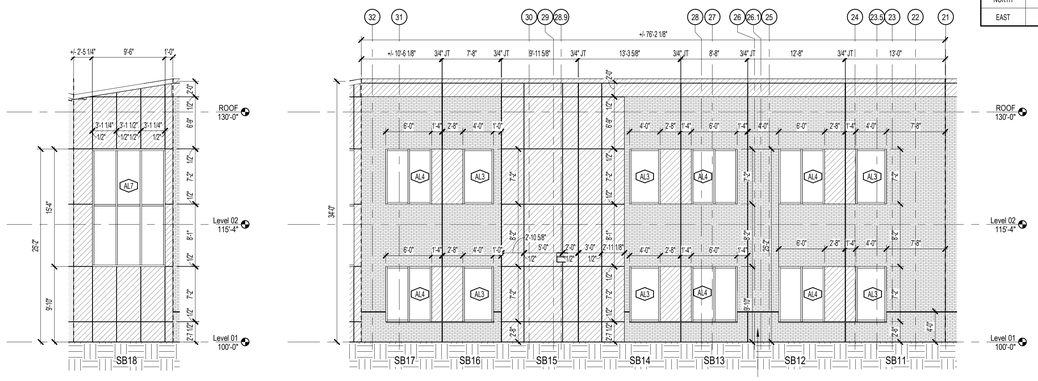
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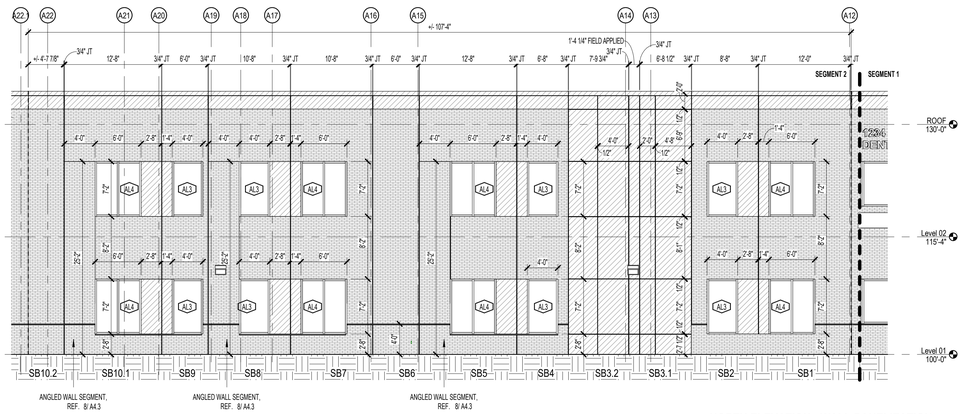
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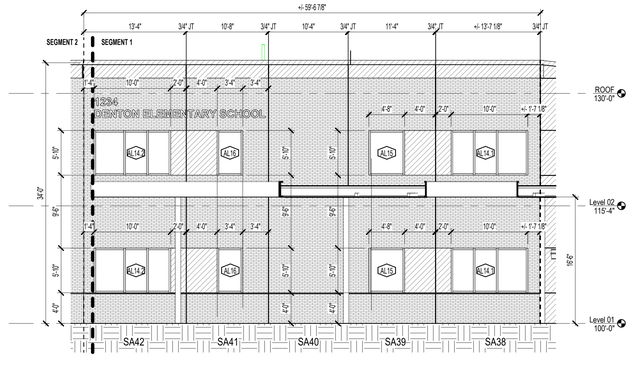


NORTH ELEVATION - WALL PANELIZATION 8
SCALE: 1/8" = 1'-0"

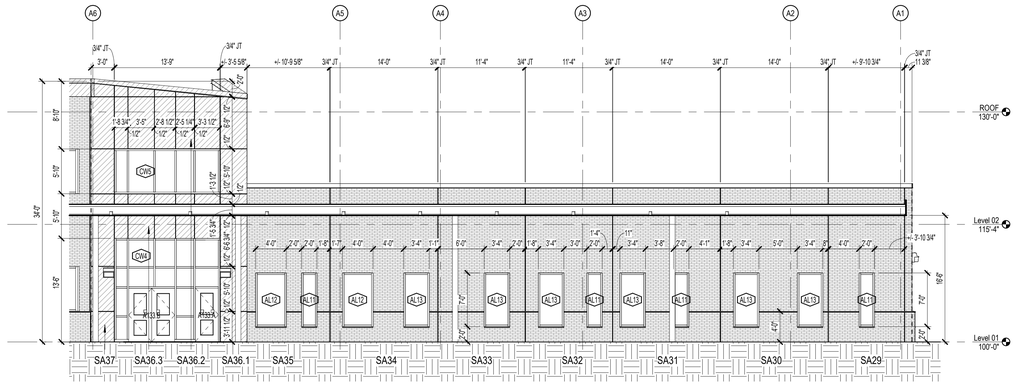
NORTH ELEVATION - WALL PANELIZATION 7
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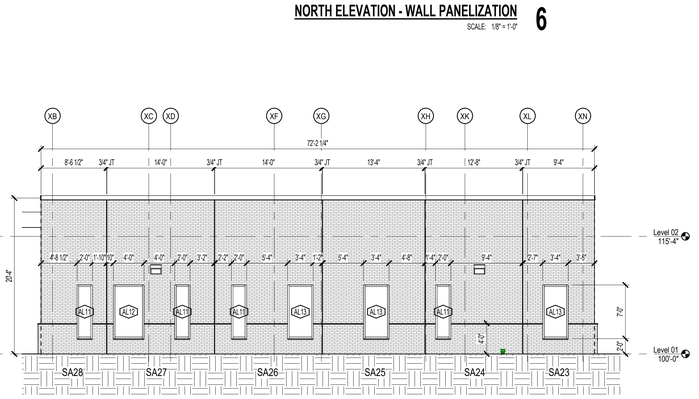
NORTH ELEVATION - WALL PANELIZATION 6
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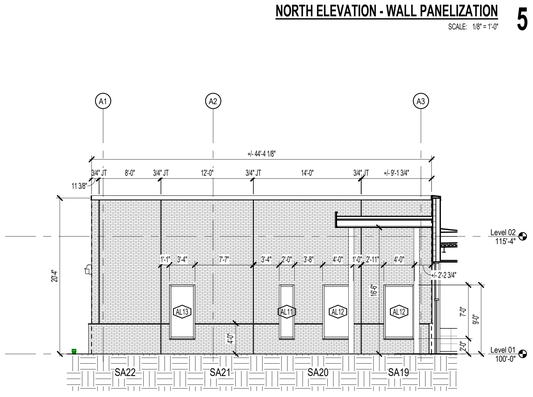
NORTH ELEVATION - WALL PANELIZATION 5
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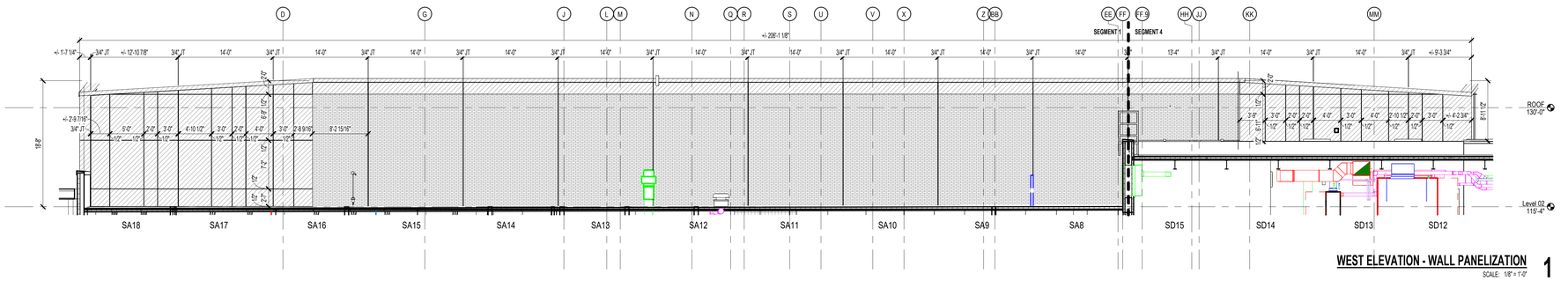
NORTH ELEVATION - WALL PANELIZATION 4
SCALE: 1/8" = 1'-0"



WEST ELEVATION - WALL PANELIZATION 3
SCALE: 1/8" = 1'-0"



WEST ELEVATION - WALL PANELIZATION 2
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WEST ELEVATION - WALL PANELIZATION 1
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1	04/14/2023	ADDENDUM 1
3	00/00/0000	ADDENDUM 3 - POST BID

BIDDING AND PERMITTING SET

A6.3
EXTERIOR PANEL ELEVATIONS

4/25/2023 9:48:53 AM Autodesk Docs://22-022 - Denton ISD New Elementary Schools 26-28/22-022_ARCH_Denton_ES Prototype_R23.rvt

ALL EXTERIOR BATTENS AT ALUMINUM FRAMES FALL UNDER THE SCOPE OF ADD ALTERNATE #4

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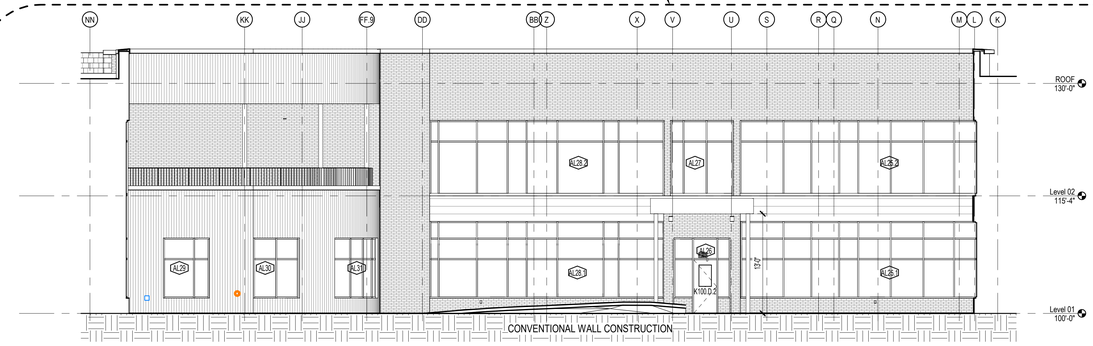
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	BR-2	MODULAR BRICK	ACME	MODULAR	ROXBURY	VELOUR FINISH, AT DUMPSTER WALL AND MARQUEE SIGN ONLY
	BR-3	THIN BRICK VENEER	METRO	MODULAR	CHARCOAL IRON SPOT	HORIZONTAL RUNNING BOND (AT WATER TABLE)
	CFL-1	CONCRETE FORM LINER	FITZGERALD FORMLINERS	14385 PORTLAND RIB	-	14385 PORTLAND RIB, 1.5" DEEP RANDOM RIBS, REPEATS ON 24" CENTERS (SPIRITAS SITE ONLY)
	MP-1	ALUMINUM COMPOSITE METAL PANEL	ALUCOBOND	FLAT	CUPRAL	FLAT (AT WINDOWS)
	MP-2	CORRUGATED METAL PANEL	PAC-CLAD	BOX RIB	COPPER PENNY	VERTICAL CORRUGATION: RANDOMIZED PATTERN: 25% EACH OF PROFILES 1, 2, 3, 4
	MP-3	FLUSH METAL PANEL	PAC-CLAD	FLUSH	MANSARD BROWN	12" WIDE & (2) PENCIL RIBS PROFILE, RUN HORIZONTALLY
	MP-4	ALUMINUM COMPOSITE METAL PANEL	ALUCOBOND	FLAT	STATUARY BRONZE	FLAT (AT METAL PANEL WALL BUMP-OUTS/CORNICE/COPING)
	MPS-1	METAL PANEL SOFFIT (@ CANOPY)	PAC-CLAD	FLUSH	TERRA COTTA	12" WIDE & (2) PENCIL RIBS PROFILE, REF. RCP FOR ORIENTATION, VENTED
	MPS-2	METAL PANEL SOFFIT (@ CANTILEVERED BOX FORMS)	PAC-CLAD	FLUSH	COPPER PENNY	12" WIDE & (2) PENCIL RIBS PROFILE, REF. RCP FOR ORIENTATION, VENTED
	GL1	INSULATED GLAZING UNITS	VITRO	SOLARBAN 90	CLEAR ON CLEAR	-
	AL	ANODIZED ALUMINUM	-	-	DARK BRONZE	-
	HM	HOLLOW METAL FINISH	-	-	FINISH TO MATCH P-2	-
	PM	PRE-FINISHED METAL	-	-	FINISH TO MATCH P-2	FASCIAS, COPING, DOWNSPOUTS, ETC
	PC	POWDER COAT FINISH	-	-	FINISH TO MATCH P-2	RAILING BALLUSTERS, REF TYP. RAILING ELEVATIONS.
	P-2	PAINT	SHERWIN WILLIAMS	REF. SPECS	SW7048 URBANE BRONZE	COLUMNS, HOLLOW METAL FRAME/DOOR TRIM
	EPT	EXTERIOR PAVER TILE	WAUSAU	RIVERSIDE 24"x24"x2"	HRS-60	FOR USE ON PEDESTAL SUPPORTED DECK SYSTEM AT OUTDOOR LEARNING E207
	AA	EXTERIOR MATERIAL TAG		-	-	-

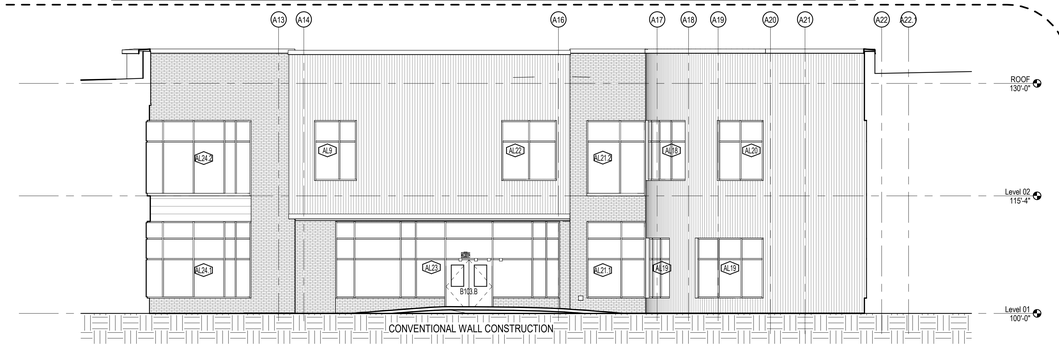
ELEVATION GENERAL NOTES

1. MEJ LOCATIONS AT VENEER MASONRY INSTALLED ON PRE-FABRICATED WALLS:
   A. MEJ'S OCCUR AT PANEL BREAKS, PROVIDE BACKER ROD AND SEALANT AT EACH PANEL JOINT. ADDITIONAL CONTROL JOINTS AT DOOR OPENINGS AS CALLED OUT ON ELARGED PANEL ELEVATIONS.
2. MEJ LOCATIONS AT CONVENTIONALLY INSTALLED VENEER MASONRY:
   A. NO LESS THAN 2'-4" FROM OUTSIDE CORNERS AT CMU BACKED WALLS, U.N.O.
   B. EQUALLY SPACE ALL OTHERS ON MASONRY DIMENSIONS WITH SPANS NOT TO EXCEED 20'-0" O.C.
   C. VERTICAL MEJ REQUIRED AT EVERY EXTERIOR OPENING
3. CJ LOCATIONS IN NON- MASONRY VENEERS:
   A. ALIGN WITH MAS CJS BEHIND
   B. EQUALLY SPACE ALL OTHERS ON MASONRY DIMENSIONS WITH SPANS NOT TO EXCEED 20'-0" O.C.
4. REFER TO ROOF PLAN DRAWINGS FOR DOWNSPOUT, GUTTER, EJ, SCUPPER, AND ROOF LADDER LOCATIONS
5. REFER TO SHEET A9.00 FOR ADDITIONAL EXTERIOR FINISHES AND FINISH NOTES
6. PAINT STEEL ACCESS LADDERS AND SCUPPERS TO MATCH COLOR OF BR-1
7. PRE-FINISHED METAL COPING AND DOWNSPOUTS (PM) TO MATCH COLOR OF AL
8. CONTINUE MASONRY ACCENT SCHEME AT ALL EXT. WALLS, INCLUDING AT ENTRIES, COLUMNS, AND WALLS NOT SHOWN ON ELEVATIONS.
9. BASIS OF DESIGN IS FOR ALL WINDOWS AND DOORS TO BE INSTALLED, FLASHED, AND WATER TESTED PRIOR TO VENEER INSTALLATION. WATER TEST SHALL COMPLY WITH AAMA 501.2.03
10. REFER TO CLOAK FLASHING DETAILS FOR TYPICAL FLASHING CONFIGURATIONS
11. ALL SEALANT OF JOINTS AT BRICK TO MATCH BR-1
12. ALL SEALANT OF JOINTS AT ALUMINUM COMPOSITE METAL PANEL TO MATCH MP-1
13. FOR DOOR AND WINDOW TYPES AT EXTERIOR PRE-FABRICATED PANEL, ICF, AND CONVENTIONAL CONSTRUCTION ELEVATIONS, RE: A6.2-A6.4

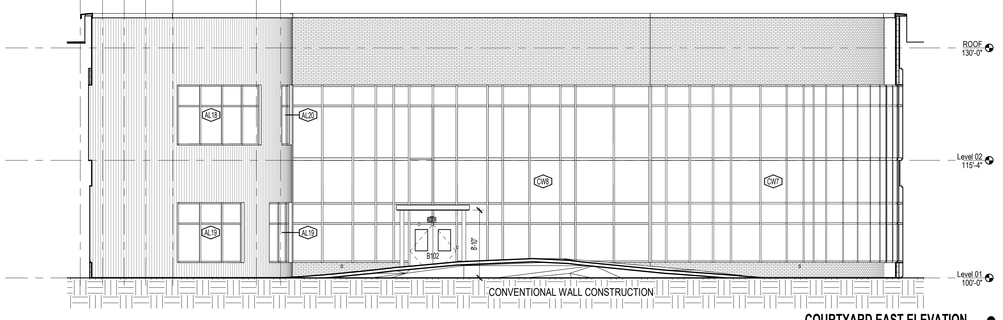
CONVENTIONAL CFMF CONSTRUCTION: SHOWN FOR CONTEXT



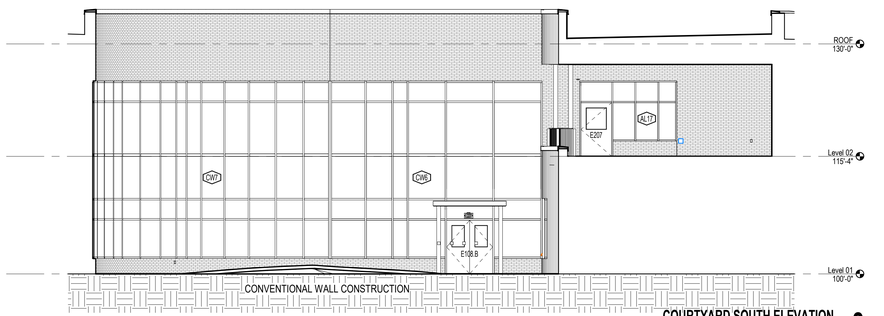
COURTYARD WEST ELEVATION 5
SCALE: 1/8" = 1'-0"



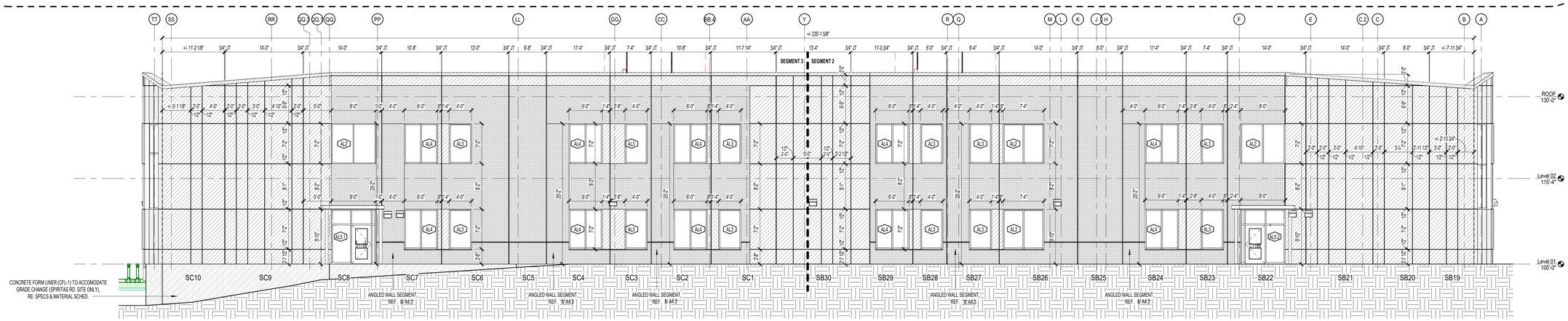
COURTYARD NORTH ELEVATION 4
SCALE: 1/8" = 1'-0"



COURTYARD EAST ELEVATION 3
SCALE: 1/8" = 1'-0"



COURTYARD SOUTH ELEVATION 2
SCALE: 1/8" = 1'-0"



EAST ELEVATION 1 - WALL PANELIZATION 1
SCALE: 1/8" = 1'-0"

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NEW DENTON ISD ELEMENTARY SCHOOL
SPIRITAS RANCH SITE

DENTON INDEPENDENT SCHOOL DISTRICT
1307 NORTH LOCUST STREET
DENTON, TEXAS 76201

REGISTERED ARCHITECT
CHRISTOPHER M. MOORE
STATE OF TEXAS
DATE: 04/03/2023

PROJECT NO. 22-022
DATE: 04/03/2023
DRAWN BY: Author CHECKED BY: CMM
REVISIONS:

No.	Date	Description
1	04/14/2023	ADDENDUM 1
3	00/00/0000	ADDENDUM 3 - POST BID

BIDDING AND PERMITTING SET

A6.4
EXTERIOR PANEL ELEVATIONS

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