LITTLE ELM

WORKSHOP & REGULAR MEETING
OF THE TOWN COUNCIL

Tuesday, July 18, 2023
6:00 PM
Little Elm Town Hall
100 W Eldorado Parkway, Little Elm, TX 75068

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

   A. Present and Discuss the **Board Member Appointment for the Highway 380 Municipal Management District No. 1, Commonly Known as Union Park.**

   B. Present and Discuss an **Update on The Lawn at the Lakefront.**

   C. Discuss the **Cricket Field at Brent Elementary.**

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

   A. Invocation.

   B. Pledge to Flags.

   C. Items to be Withdrawn from Consent Agenda.

   D. Emergency Items if Posted.

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

F. **Presentation of Monthly Updates.**
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.

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

3. **Presentations.**

A. Present a **Life-Saving Award to Officer Joseph Nunez.**

B. Recognition of Chad Hyde for completing the **New and Emerging City Managers Roundtable through the North Central Texas Council of Governments.**

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

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

A. Consider Action to Approve the **Minutes from the June 20, 2023, Regular Town Council Meeting.**

B. Consider Action to Approve the **Minutes from the June 21, 2023, Pre-Budget Workshop.**

C. Consider Action to Approve a **Professional Services Agreement with Freese and Nichols, Inc. for the Design of the Wastewater Treatment Plant Clarifier No.1 Improvements in an Amount not to Exceed $78,600** .

D. Consider Action to Approve the **Partial Termination of Ground Lease Purchase Agreement and Performance Agreement between Little Elm Hospitality, LLC and Little Elm Economic Development Corporation for York Little Elm, LLC.**

E. Consider Action to Approve **Retroactive Authorization for Emergency Sanitary Sewer Reconstruction, with Quality Excavation, LLC in the Estimated Amount of $292,525.**

F. Consider Action to Award **Bid 2023-14 for the Purchase and Installation of a 40-foot Artificial Holiday Tree to Decor IQ in the amount of $87,500.**

G. Consider Action to Approve **Amendment #1 to the Professional Services Agreement with Cobb-Fendley & Associates regarding Development Plan Review Services.**

H. Consider Action to Approve the **FM 2931 Right of Way Project Developer Participation Agreement between the Town of Little Elm and MM Little Elm 548 LLC.**

6. **Regular Items.**

A. Continue the Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1710 Regarding a Request for a Specific Use Permit (SUP) for a 3,040 Square-Foot Liquor Store Use, Generally Located in Building 200, 11700 FM 423, Currently Zoned Planned Development with a Light Commercial Base Through Ordinance No. 1691, in Order to Allow for Sale of Alcoholic Beverages for Off-Site Consumption Only.**

Public Hearing Opened: 7:00 p.m. on June 20, 2023
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1710:

B. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1713 Regarding a Request to Rezone Approximately 35 Acres of Land, Currently Zoned as Planned Development based on Light Commercial and Multifamily District Standards (Ordinance No. 1589), Generally Located on the Northwest Corner of US Highway 380 and FM 2931, within Little Elm's Town Limits, in Order to Allow for a 1,112 Square Foot, On-Site Resident-Only Resource Center for the Existing Planned Development District.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1713:

C. Present, Discuss, and Consider Action on a **Development Agreement Amendment to an existing Development Agreement between the Town of Little Elm and Alta 3Eighty LLC.**

D. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1714 a Request to Rezone Approximately 1.88 Acres of Land, Currently Zoned as Planned Development Based on Light Commercial Standards (Ordinance No. 449), Generally Located on the Northwest Corner of E. Eldorado Parkway and Hart Road, within Little Elm's Town Limits, in Order to Allow for a New 1,507 Square-Foot Quick Service Food Establishment with a Drive-Thru Component.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1714:

E. Hold a Public Hearing, Present, Discuss and Consider Action on **Ordinance No. 1712, Accepting and Approving an Updated Service and Assessment Plan and Improvement Area #1 Assessment Roll - Additional Improvement Area #1 Projects for the Spiritas Ranch Public Improvement District.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1712

F. Present, Discuss, and Consider Action on **Resolution No. 0718202301 Authorizing the Mayor to Approve the Additional Improvement Area #1 Projects Reimbursement Agreement between the Town of Little Elm and MM Little Elm 548, LLC.**

G. Present, Discuss, and Consider Action to Approve the **Second Amendment to the Spiritas Ranch Development Agreement between MM Little Elm 548, LLC and the Town of Little Elm, Texas.**

H. Present, Discuss, and Consider Action to Approve the **Second Amendment to the Spiritas East Ranch Development Agreement between MM Little Elm 43, LLC and the Town of Little Elm.**

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 14th day of July 2023 before 5:00 p.m.

Date:	07/18/2023
Agenda Item #:	1. A.
Department:	Administrative Services
Strategic Goal:	Ensure strong relationship within the community and region
Staff Contact:	Town Council

AGENDA ITEM:

Present and Discuss the **Board Member Appointment for the Highway 380 Municipal Management District No. 1, Commonly Known as Union Park.**

DESCRIPTION:

At the June 20, 2023, regular Town Council meeting, Council Member Andrew Evans requested an item be placed on a future agenda to discuss the Town's board member appointment for the Highway 380 Municipal Management District No. 1, commonly known as Union Park. Currently, the Town's Deputy Town Manager Doug Peach serves as the board member representing the Town. Council Member Evans has requested that staff look into the possibility and/or process for appointing a resident from Union Park to this board. Staff will provide an update on this request.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff requests direction from Town Council.

Date:	07/18/2023
Agenda Item #:	1. B.
Department:	Community Services
Strategic Goal:	Maximize community recreation and leisure activities
Staff Contact:	Chad Hyde, Director of Community Services

AGENDA ITEM:

Present and Discuss an **Update on The Lawn at the Lakefront.**

DESCRIPTION:

Staff will provide an update on The Lawn at the Lakefront.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Date:	07/18/2023
Agenda Item #:	1. C.
Department:	Administrative Services
Strategic Goal:	Ensure strong relationship within the community and region
Staff Contact:	Town Council

AGENDA ITEM:

Discuss the **Cricket Field at Brent Elementary.**

DESCRIPTION:

Council Member Tony Singh requested an item be placed on the July 18, 2023, workshop to discuss the Cricket Field at Brent Elementary.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff requests direction from Town Council.

Date:	07/18/2023
Agenda Item #:	3. A.
Department:	Police
Strategic Goal:	Provide a safe and welcoming environment for Little Elm residents and visitors
Staff Contact:	Rodney Harrison, Police Chief

AGENDA ITEM:

Present a **Life-Saving Award to Officer Joseph Nunez.**

DESCRIPTION:

On May 24, 2023, Officer Joseph Nunez was off duty with his family at a community pool in Celina, TX when a small child started to drown. The child was brought to the surface and a citizen attempted to perform CPR on the child's stomach. Officer Nunez quickly took control of the incident and started to perform CPR on the child while waiting for emergency personnel to respond. Care Flight was called, and the child was flown to a hospital and survived.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Date:	07/18/2023
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:	Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Recognition of Chad Hyde for completing the **New and Emerging City Managers Roundtable through the North Central Texas Council of Governments.**

DESCRIPTION:

Over the past eight months, Community Services Director Chad Hyde has attended the New and Emerging City Managers Roundtable hosted by the North Central Texas Council of Governments. This program focuses on various aspects of local government and takes deep dives into critical issues of the responsibilities of public management officials. The classes were day-long events, presented by experts in the field and facilitated by experienced professionals.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Attachments

NCTCOG Recognition

North Central Texas Council of Governments

Matt Mueller
Town Manager
Town of Little Elm
100 W. Eldorado Parkway
Little Elm, TX 75068

June 6, 2023

With great pride we announce that Chad Hyde has completed our New and Emerging City Managers Roundtable program here at NCTCOG. This class served as our fifth effort toward training and developing current and future leaders in the municipal leadership sector.

Over the past eight months, this individual attended at least six sessions of the eight to learn about various aspects of the industry and take deep dives into critical issues of their jobs and responsibilities as public management officials. The classes were day-long events, presented by experts in the field and facilitated by experienced professionals. We included homework and required accountability and participation. It was no easy task.

We believe it will be individuals like Chad that will help keep our region at the forefront of municipal leaders. It will also be employers and managers like you who continue to support the need for ongoing training and development in this essential field.

NCTCOG will continue to offer similar programs for the region, please anticipate updates on the next upcoming roundtable session.

Thank you again for your support of this program, for your dedication to continuing staff development, and your service to your community.

Respectfully,

Monte Mercer
Deputy Executive Director

for

Mike Eastland, Executive Director
North Central Texas Council of Governments

North Central Texas Council of Governments (NCTCOG) announces that Chad Hyde has completed an eight month-long program for municipal management leaders at the North Central Texas Council of Governments. According to Mike Eastland, Executive Director "We believe it will be individuals like Chad that will help keep our region at the forefront of municipal leaders. It will also be progressive employers like the Town of Little Elm who continue to support ongoing training and development in our industry."

This class served as the fifth season of developing current and future leaders in the municipal leadership industry. It was an application/referral process whereby NCTCOG selected a cohort of only 21 individuals to participate. Over the past eight months, each individual attended at least six sessions of the eight to learn about various aspects of the industry and take deep dives into critical issues of their jobs and responsibilities as public management officials. The classes were daylong events, presented by experts in the field and facilitated by experienced professionals. They were required to complete homework and actively participate in class discussions.



Date:	07/18/2023
Agenda Item #:	5. A.
Department:	Administrative Services
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Consider Action to Approve the **Minutes from the June 20, 2023, Regular Town Council Meeting.**

DESCRIPTION:

The minutes from the June 20, 2023, regular Town Council meeting are attached for approval.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Minutes - June 20, 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 JUNE 20, 2023 - 6:00 p.m.

Present: Council Member Neil Blais; Mayor Pro Tem Jamell Johnson; Council Member Tony Singh; Council Member Lisa Norman; Council Member Andrew Evans; Council Member Michel Hambrick

Absent: Mayor Curtis J. Cornelious

Staff Present: Caitlan Biggs, Director of Administrative Services/Town Secretary; Jennette Espinosa, Executive Director; Joe Florentino, Assistant Town Manager; Matt Mueller, Town Manager; Chad Hyde, Director of Community Services; Fred Gibbs, Director of Development Services; Jason Shroyer, Director of Public Works; Kelly Wilson, Chief Financial Officer; Paul Rust, Fire Chief; Robert Brown, Town Attorney

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

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

A. Present and Discuss the **Highway 380 Municipal Management District No. 1, Commonly Known as Union Park.**

Development Services Director Fred Gibbs gave an overview of the item in the attached presentation. Representatives from the MMD were present to answer questions.

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

A. Invocation.

Council Member Neil Blais gave the invocation.

B. Pledge to Flags.

C. Items to be Withdrawn from Consent Agenda.

None.

D. Emergency Items if Posted.

None.

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

Council Member Lisa Norman requested a future item to be put on the agenda to discuss the appointments that were approved at the last council meeting on the August 15, 2023, meeting.

Council Member Neil Blais will miss the August 1, 2023, meeting.

Council Member Andrew Evans requested that the Town research the possibility of appointing a resident of the Hwy MMD No. 1 to the board instead of a staff member.

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.

Mayor Pro Tem Jamell Johnson commended staff on their efforts in hosting the Juneteenth event.

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

None.

3. **Presentations.**

A. Recognition of **Fire Station 3 C Shift Team for Receiving a Life-Saving Award from the Town of Cross Roads.**

Chief Rust presented the firefighters with certificates.

B. Recognition of **Jennette Espinosa and Fred Gibbs for Graduating from the Urban Land Institute's Center for Leadership.**

Town Manager Matt Mueller recognized Fred and Jennette.

C. Recognition of the **Little Elm Area Youth Sports Association (LEAYSA) Baseball Teams.**

The Mayor Pro Tem recognized the teams.

4. Public Comments

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

None.

5. Consent Agenda

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

Motion by Council Member Neil Blais, seconded by Council Member Michel Hambrick ***to approve the Consent Agenda.***

Vote: 6 - 0 - Unanimously

A. Consider Action to Approve the **Minutes from the June 6, 2023, Regular Town Council Meeting.**

B. Consider Action to Approve **Resolution No. 0620202301 Giving Consent to the Issuance of Unlimited Tax Road Bonds and Unlimited Tax Utility Bonds by Highway 380 Municipal Management District No. 1 (Union Park).**

C. Consider Action to Approve an **Agreement Between Freese and Nichols, Inc. and the Town of Little Elm to Perform the Preliminary Design for Upsizing the 24-inch Water Distribution Mains at the Mansell Pump Station in an Amount not to Exceed $100,000.**

D. Consider Action to Approve the **Second Amendment to Ground Lease Purchase Agreement between Little Elm Economic Development Corporation and Little Elm Hospitality, LLC.**

E. Consider Action to Approve the **Special Warranty Deed between Little Elm Economic Development Corporation and Little Elm Hospitality, LLC.**

F. Consider Action to Approve the **Participation Agreement between the Little Elm Economic Development Corporation and York Little Elm, LLC.**

G. Consider Action to Approve a **Ground Lease Agreement between Little Elm Economic Development Corporation and Hula Hut Little Elm, LLC.**

H. Consider Action to Approve the **Termination Agreement of the Chapter 380 Performance Agreement between the Town of Little Elm and Palladium International, INC, for Area 3, Phase 2, the Park.**

I. Consider Action to Approve a **Fireworks Agreement for Fireworks to be sold on Limited Purpose Annexation (LPA) Property for the purpose of Collecting Sales Tax during the season of June 24, 2023, through July 4, 2023.**

J. Consider Action to Approve **Resolution No 0620202302 Determining the Costs of certain Additional Improvement Area #1 Improvements to be Financed within Improvement Area 1 of the Spiritas Ranch Public Improvement District; will approve a Preliminary Service Plan and Assessment Plan, including a Proposed Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Improvements; Directing the filing of the Proposed Assessment Roll with the Town Secretary; and Providing for Noticing and Calling a Public Hearing on July 18, 2023, to Consider an Ordinance Levying Assessments on Property located within Improvement Area #1 of the Spiritas Ranch Public Improvement District; Directing the Filing of the Proposed Assessment Roll with the Town Secretary to make available for Public Inspection; Directing Town Staff to publish and mail Notice, of said Public Hearing; and Resolving Other Matters Incident and Related Thereto.**

K. Consider Action to Award the **Proposed Construction Contract to AUI Partners, LLC for the Cottonwood Park Phase 1 Project.**

L. Consider Action to Approve **Change Order #2 for the Lobo Lane Technology Park Project.**

M. Consider Action to Approve a **Proposed Sewer Easement Located at 904 West Eldorado Parkway.**

N. Consider Action to Approve an **Access Easement Agreement between the Town of Little Elm and 3P Little Elm, LLC.**

6. Regular Items.

A. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1710 Regarding a Request for a Specific Use Permit (SUP) for a 3,040 Square-Foot Liquor Store Use, Generally Located in Building 200, 11700 FM 423, Currently Zoned Planned Development with a Light Commercial Base Through Ordinance No. 1691, in Order to Allow for Sale of Alcoholic Beverages for Off-Site Consumption Only.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1710:

Managing Director of Planning Olga Chernomorets gave an overview of the item in the attached presentation. Andy Sissney, representing the applicant, requested the item be tabled until the next meeting.

Open Public Hearing: 7:00 p.m.
Receive Public Comments: Jayadev Anonthojy, 2568 Lakebend Dr, and Ramana Daivam, 3112 Horizon Drive, spoke in opposition of the item. Additionally, eight individuals submitted public comment cards in opposition of the item. All comment cards and the Zoning Protest form are attached to the item.
Close Public Hearing: Continued to July 18, 2023
Take Action on Ordinance No. 1710:

Motion by Council Member Neil Blais, seconded by Council Member Andrew Evans ***to continue the Public Hearing to the July 18, 2023, meeting.***

Vote: 6 - 0 - Unanimously

B. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1711 Regarding a Request to Rezone Approximately 4.159 Acres of Land, Currently Zoned as Lakefront District (LF), with an SUP for a Daycare Use (Ordinance No. 1462), Generally Located 500 Feet West of the Intersection of E Eldorado Parkway and Hillside Drive, within Little Elm's Town Limits, in Order to Establish a New Planned Development District Based on Lakefront (LF) District Standards, to Capture Existing Nonconforming Development, Expand the Existing Daycare Square Footage, and Allow a New Mixed-Use Commercial/Residential Development with Modified Development Standards.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1711:

Managing Director of Planning Olga Chernomorets gave an overview of the item in the attached presentation.

Open Public Hearing: 7:40 p.m.
Receive Public Comments: The applicant, Matt Shekari, was present to answer questions. He stated the main concern from P&Z was for the setbacks due to the existing building.
Close Public Hearing: 7:40 p.m.
Take Action on Ordinance No. 1711:

Motion by Council Member Neil Blais, seconded by Council Member Lisa Norman ***to approve Ordinance No. 1711.***

Vote: 6 - 0 - Unanimously

C. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Matt Mahdi Shekari with Lakeshore Plaza LLC.**

Motion by Council Member Neil Blais, seconded by Council Member Michel Hambrick ***to approve the Development Agreement.***

Vote: 6 - 0 - Unanimously

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

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

- Section 551.087 to discuss Economic Development.

No Executive Session.

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.

Meeting was adjourned at 7:48 p.m.

Respectfully,

Caitlan Biggs
Town Secretary

Passed and Approved this 18th day of July 2023.

Date:	07/18/2023
Agenda Item #:	5. B.
Department:	Administrative Services
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Consider Action to Approve the **Minutes from the June 21, 2023, Pre-Budget Workshop.**

DESCRIPTION:

The minutes from the June 21, 2023, Pre-Budget Workshop are attached for approval.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Minutes - June 21, 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 JUNE 21, 2023 - 6:00 p.m.

Present: Mayor Curtis J. Cornelious; Council Member Neil Blais; Mayor Pro Tem Jamell Johnson; Council Member Lisa Norman; Council Member Andrew Evans; Council Member Michel Hambrick

Absent: Council Member Tony Singh

Staff Present: Caitlan Biggs, Director of Administrative Services/Town Secretary; Jennette Espinosa, Executive Director; Joe Florentino, Assistant Town Manager; Matt Mueller, Town Manager; Chad Hyde, Director of Community Services; Fred Gibbs, Director of Development Services; Jason Shroyer, Director of Public Works; Kelly Wilson, Chief Financial Officer; Paul Rust, Fire Chief; Rodney Harrison, Police Chief; Deidre Hale, Director of Human Resources; Shea Rodgers, Chief Information Officer; Wesley Brandon, Town Engineer

1. Call to Order Council Pre-Budget Workshop/Roll Call at 6:00 p.m.

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

2. Public Comments

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

None.

3. Present and Discuss the **Town of Little Elm Budget and Financial Policies.**

Chief Financial Officer Kelly Wilson gave an overview of the Town's budget and financial policies in the attached presentation.

4. Present and Discuss **Potential Items for the Fiscal Year 2023-2024 Budget.**

Town Manager Matt Mueller gave an overview of the Town's budget and requests from Town Council for the next budget year.

5. Adjourn.

Meeting adjourned at 9:04 p.m.

Respectfully,

Caitlan Biggs
Town Secretary

Passed and Approved this 18th day of July 2023.

Date:	07/18/2023
Agenda Item #:	5. C.
Department:	Public Works
Strategic Goal:	Ensure excellence in public services while keeping up with the growth in the community
Staff Contact:	Jason Shroyer, Director of Public Works

AGENDA ITEM:

Consider Action to Approve a **Professional Services Agreement with Freese and Nichols, Inc. for the Design of the Wastewater Treatment Plant Clarifier No.1 Improvements in an Amount not to Exceed $78,600** .

DESCRIPTION:

The Town of Little Elm owns and operates a 4.0 million gallon per day (MGD), activate sludge wastewater treatment plant. The process of treating raw wastewater is a highly intricate one, involving several critical steps such as aeration, clarification, filtering, and disinfection. Each of these components plays a vital role in effectively treating the wastewater and ensuring the plant's ability to release clean, treated water back into the environment.

Recently, clarifier number 1 sustained catastrophic damage due to an equipment failure. As a result, we promptly shut down the entire unit and took it offline to investigate the cause and evaluate rehabilitation options. Following a thorough examination by both our Town staff and a consultant engineering firm, it was determined that the rotating mechanism, control arms, and stilling well must be replaced. The replacement of these mechanisms will significantly increase the life of the clarifier. To facilitate these clarifier improvements, we have engaged the professional services of Freese and Nichols, Inc., under a pre-existing agreement.

Freese and Nichols, Inc. will undertake the following responsibilities:

Design Phase: They will prepare design documents encompassing all mechanical and electrical specifications, as well as process control plan sheets for the installation of the new clarifier components. Additionally, they will provide an estimated construction cost for the project.
Bid Phase: Our consultants will assist the Town in soliciting bids for the project, including responding to inquiries and issuing any necessary addenda. They will also attend the Pre-Bid meeting and aid in the opening and tabulation of the bids.
Construction Phase: Freese and Nichols, Inc. will monitor the progress of the construction, conducting site visits to ensure adherence to the approved plans and specifications. They will also review and approve material submissions and address any requests for information.

It is important to note that this project will be combined with our ongoing Dewatering Improvements project, which is currently in the design phase. Both projects will be bid together as one comprehensive undertaking. We anticipate attracting multiple bidders and potentially benefiting from economies of scale. The total cost for the design phase of this project is estimated to be $78,600, and funds have been allocated in the Utility Capital Projects budget.

BUDGET IMPACT:

Capital expenditures have been outlined in the Town's Capital Improvement Project Planning List and are funded by reserves.

RECOMMENDED ACTION:

Staff reccomends approval.

Attachments

PSA Work Authorization

EXHIBIT B - WORK ORDER

MAPS # 2016-1065 **MAPS DATE:** _____

CONSULTANT NAME Freese and Nichols, Inc.

Pursuant to and subject to the referenced Master Agreement for Professional Services (MAPS), between the TOWN of Little Elm, Texas ("Owner"), and Consultant, Owner hereby requests that Consultant perform, and Consultant agrees to perform, the work described below upon the terms set forth in said MAPS and in this Work Order:

Work Order #: _____

Consultant Project #: _____

Project Name: WWTP Clarifier No. 1 Improvements

INVOICE SUBMITTAL

Billing Period:	Monthly-Through the end of each month, billed by the 10th of the following month.
Invoice Mailing Instructions:	Mail to: TOWN of Little Elm Accounts Payable 100 W. Eldorado Pkwy. Little Elm, TX 75068 Email to: accounts.payable@littleelm.org Include work order number, PO number, billing period, and project name,

OWNER OPTIONAL INFORMATION:

1. **Work Site:** Consultant Offices unless otherwise stated.
2. **Work to be performed:** All work shall be in accordance with the scope listed below and as listed in the Master Agreement for Professional Services.
3. **Drawings / Plans are / are not attached.**
4. **Date and Time to Commence:** Upon Receipt of Purchase Order and Sign Work Order.
5. **Other:** N/A

CONSULTANT PROVIDED INFORMATION:

1. Scope of Work:

PROJECT DESCRIPTION

The WWTP Clarifier No. 1 Improvements (Project) is generally described as follows:

Engineering services for the final design, bidding, and construction phase services for the replacement of the clarifier mechanism at Clarifier No. 1 at the TOWN's wastewater treatment plant. The installation of the new clarifier mechanism will restore service for Clarifier No. 1 following the failure of the existing mechanism.

SCOPE OF SERVICES

BASIC SERVICES: Consultant shall render the following professional services in connection with the development of the Project:

GENERAL ASSUMPTIONS:

1. Construction and installation of the proposed improvements will be accommodated through a traditional design-bid-build contract.

2. Clarifier No. 1 Improvements will be incorporated into the same project as the WWTP Dewatering Improvements. Deliverables will be incorporated into the same construction Contract Documents as the WWTP Dewatering Improvements project.

3. Project management efforts to be covered by the existing agreement for the WWTP Dewatering Improvements project.

4. Clarifier improvements to provide in-kind replacement of the existing clarifier mechanism. Ovivo/Envioquip will be the basis of design, but other manufactures will be listed in the specification.

5. Specifications to be provided in the 46-division format. The Town's front end (Division 00) to be utilized.

6. Supervisory Control and Data Acquisition (SCADA) services are not included in this scope.

7. Final Design Phase of 2 months.

8. Bid Phase of 2 months.

9. Construction Phase of 12 months.

A. DESIGN PHASE. FNI will proceed with the performance of services in this phase as follows:

1. Final Submittal (Level IV)
    a. Conduct and participate in internal coordination meetings for advancement of the project.
    b. Conduct up to one additional site visit for collection of field data and notes for advancement of the project.
    c. Develop and submit the Final Submittal (Level IV)
        i. Format: One (1) PDF document
        ii. Drawings: Final Review Package
            1. General: Sheet Index (Update Existing Sheet)
            2. General: Proposed Site Plan (Update Existing Sheet)
            3. Mechanical: Clarifier Demolition Plan
            4. Mechanical: Clarifier Demolition Sections
            5. Mechanical: Clarifier Demolition Photos
            6. Mechanical: Clarifier Modification Plan
            7. Mechanical: Clarifier Modification Sections
            8. Mechanical: Clarifier Details

9. Electrical: Demolition Plan
10. Electrical: Demolition One-Line Diagram
11. Electrical: Demolition MCC Elevation II
12. Electrical: Modification Plan
13. Electrical: One-Line Diagram II
14. Electrical: MCC Elevation II
15. Electrical: Schedules (Update Existing Sheet)
16. Electrical: Interconnection Diagram II
17. Process & Instrumentation: Process Diagram II
18. Process & Instrumentation: Loop Diagrams II (Update Existing Sheet)

iii. Specifications:

1. Front-end Documents (Update Existing)
2. Technical Specifications

d. Provide a Senior Advisor to advise and support the design team during the development of the submittal.
e. Update the Engineer's Opinion of Probable Construction Costs (OPCC).
f. Quality Control Review: Perform internal quality control review and revise the submittal before submission to the TOWN.

B. BID PHASE. Upon completion of the design services, approval of "Final" drawings and specifications by TOWN, FNI will proceed with the performance of services in this phase as follows:

1. Assist TOWN by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary. Up to three (3) addenda are included in the Dewatering Improvements Project scope. **This task authorization includes one additional addendum for a total of up to four (4). Additional addenda to be considered additional service**.

2. Assist TOWN in the preparation of conformed Construction Contract Documents for the construction contract. Provide ten (10) sets of Construction Contract Documents, which include information from the apparent low bidders bid documents, legal documents, and addenda bound in the documents for execution by the TOWN and construction contractor. Distribute five (5) copies of these documents to the contractor with a Notice of Award that includes directions for the execution of these documents by the construction contractor. Provide TOWN with the remaining five (5) copies of these documents for use during construction. Additional sets of documents can be provided as an additional service. In addition, provide a PDF of the conformed contract documents to the TOWN and construction contractor.

	Specifications		Plan Size	
Entity	**Executed**	**Conformed**	**Full (22x34)**	**Half (11x17)**
Contractor	2	2	2	3
TOWN	3	3	1	4
Total	5	5	3	7

3. The following bid phase efforts are included as part of the Dewatering Improvements project:
   a. Assist TOWN in securing bids. Prepare a Notice to Bidders for prospective contractors and vendors. Provide a copy of the Notice to Bidders for TOWN to use in notifying construction news publications and publishing appropriate legal notice. The cost for advertisement in publications shall be paid by the TOWN. The TOWN shall maintain information on entities that have been issued a set of bid documents and will distribute information on plan holders to interested contractors and vendors on request.
   b. Assist TOWN in the preparation and attendance at one (1) pre-bid meeting at the Project site.
   c. Assist TOWN in the opening, tabulating, and analyzing the bids received, including attendance at the Bid Opening. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate to be taken by TOWN.

C. CONSTRUCTION PHASE: Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect the TOWN in providing these services. However, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

The TOWN agrees to include provisions in the construction contract documents that will require the construction contractors to include FNI and their subconsultants on this project to be listed as an additional insured on contractors' insurance policies.

1. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. The Dewatering Improvements project includes up to twenty (20) shop drawings/O&Ms and up to ten (10) Contractor's requests for information are included in this scope. **This task authorization includes up to three (3) additional shop drawings/O&Ms and up to two (2) additional RFI's for a total of twenty-three (23) shop drawings/O&Ms and up to thirteen (13) RFI's.**

2. The Dewatering Improvements project includes up to six (6) site visits to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. **This task authorization includes up to two (2) additional site visits for a total of eight (8).** Notify the contractor of non-conforming work observed on site visits.

3. The Dewatering Improvements project includes review up to eighteen (18) quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents. **This task authorization includes up to three (3) additional quality related documents for a total of twenty-one (21) total.**

4. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the TOWN to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the TOWN. Documentation of field orders, where cost to TOWN is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the TOWN are an additional service. Substitutions of materials or equipment or design modifications requested by the TOWN are an additional service. The Dewatering Improvements project includes up to two (2) field orders and two (2) change orders. **This task authorization includes up to one (1) additional field order and one (1) additional change order.**

5. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the TOWN on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the TOWN if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of FNI are an additional service. The Dewatering Improvements project includes up to two (2) contract modification requests. **This task authorization includes one additional contract modification request for a total of three (3).**

6. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. One (1) set of hard copy prints of "Record Drawings" shall be provided by FNI to the TOWN (22x34 bond set). FNI shall also provide both PDF and DWG electronic copies of the Record Drawings to the TOWN.

7. The following construction phase efforts are included in as part of the Dewatering Improvements project:
    a. Assist TOWN in conducting one (1) pre-construction conference with the Contractor, review construction schedules prepared by the Contractor pursuant to the requirements of the construction contract and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the Construction Contractor. Establish communication procedures with the TOWN and contractor.
    b. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. FNI Manager will be utilized for document control and will be maintained by FNI.
    c. Conduct, in company with TOWN's representative, a final walk-through review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the TOWN in obtaining legal releases, permits, warranties, and spare parts from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor. Visiting the site to review completed work in excess of two (2) trips are an additional service.
    d. Based on FNI's observations as an experienced and qualified design professional and review of twelve (12) Payment Requests and supporting documentation submitted by Contractor, determine the amount that FNI recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.
    e. FNI will attend up to six (6) progress meetings during construction. It is anticipated that each site visit will correspond with a progress meeting. For each meeting, FNI will prepare an agenda and meeting minutes for distribution. In these efforts FNI will endeavor to protect the TOWN against defects and deficiencies in the work of Contractors and will report any observed deficiencies to the TOWN. Visits to the site in excess of the specified number are an additional service.
    f. Interpret the drawings and specifications for the TOWN and Contractor. Investigations, analyses, and studies requested by the Contractor and approved by the TOWN, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.

ADDITIONAL SERVICES: Additional Services to be performed by Consultant, if authorized by the TOWN, which are not included in the above described scope of services, are described as follows:

A. Geotechnical Services.

B. Instrumentation and Control design services for implementation into a Supervisory Control and Data Acquisition (SCADA) system.

C. Odor control improvements.

D. Addition of or improvements to site lighting.

E. Resident Representation.

F. Field layouts or the furnishing of construction line and grade surveys.

G. Making revisions to documents when such revisions are 1) not consistent with approvals or instructions previously given by the TOWN or 2) due to other causes not solely within the control of Consultant.

H. Performing investigations, studies and analyses of the presence of hazardous materials including but not limited to lead based paint and asbestos.

I. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.

J. Preparing data and reports for assistance to the TOWN in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.

K. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of Consultant.

L. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.

M. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.

N. Environmental permitting services included but not limited to Nationwide permit documentation, USCACE notification or individual Section 404 permitting.

O. Preparing data and reports for TCEQ documentation for power outages at more than one site. This includes documentation for portable pumps, storage, redundant commercial power, discharge prevention, and collection systems.

P. Additional exploratory drilling and associated laboratory testing due to soft soil conditions, other unexpected site conditions, or additional structures.

Q. Site clearing required for access related to geotechnical drilling and exploration.

R. Landowner or agency site access coordination.

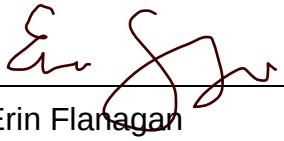
2. **Timeline:** Consultant will complete Engineering services within sixteen (16) months from receipt of notice to proceed from the TOWN.

3. **Compensation:** Consultant will provide Professional Services as outlined in the scope of work on a lump basis with an estimate to complete the work as follows:

TOTAL BASIC SERVICES (Lump Sum)	**$78,600**

ACCEPTANCE:

This Work Order is accepted on the terms set forth herein and in the MAPS referenced above, as indicated by the signatures below.

TOWN OF LITTLE ELM	**FREESE AND NICHOLS, INC.**
	
Matthew Mueller, TOWN Manager	Erin Flanagan Principal / Vice-President
	Printed Name & Title
	06/21/2023
Date	Date

Date:	07/18/2023
Agenda Item #:	5. D.
Department:	Economic Development Corporation
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Consider Action to Approve the **Partial Termination of Ground Lease Purchase Agreement and Performance Agreement between Little Elm Hospitality, LLC and Little Elm Economic Development Corporation for York Little Elm, LLC.**

DESCRIPTION:

Prior to the Effective Date, the Premises was replatted according to that certain Replat, Palladium Addition, Phase 2, Lots 1R - 9R Block A, recorded on **June 2, 2023**, (the "Replat"). As of the Effective Date, the "Premises", as such term is used in the Agreement, consists of **four (4) separate lots, consisting of (i) Lot 3R** as shown on the Replat **(also referred to herein as the "Hotel Lot"), and (ii) Lots 7R, 8R and 9R** as shown on the Replat **(also referred to herein as the "Retail Lots").**

The Landlord and Developer now desire to terminate the Agreement and any amendments thereto as to the **Hotel Lot only.**

TERMINATION OF AGREEMENT AND ANY AMENDMENTS AS TO THE HOTEL LOT.

1. The Agreement and any amendments related thereto by and between the Landlord and Developer is hereby terminated at to the Hotel Lot.
2. The Landlord and Developer agree to absorb their own costs expended in furtherance of the Agreement and this Termination Agreement.
3. Landlord and Developer covenant and agree that each party shall have no further obligation to the other party under the Agreement and any amendment related thereto as to the Hotel Lot.
4. Landlord and Developer expressly agreed and understand that this is a partial termination only as to the Hotel Lot and that the same shall in no way terminate or impair the Agreement with respect to the Retail Lots.

BUDGET IMPACT:

There is no budget impact with this agreement.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Partial Termination between Little Elm Hospitality and Little Elm EDC for York Little Elm

PARTIAL TERMINATION
OF
GROUND LEASE PURCHASE AGREEMENT AND PERFORMANCE AGREEMENT
FOR PROPERTY IN LITTLE ELM, DENTON COUNTY,
TEXAS

This **PARTIAL TERMINATION OF GROUND LEASE PURCHASE AGREEMENT AND PERFORMANCE AGREEMENT** (the "Termination Agreement") is made and entered into effective as of June __, 2023 (the "Effective Date") by and between **LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION,** a Texas non-profit corporation, having its principal address as 100 W. Eldorado Parkway, Little Elm, Texas 75068-5060 ("Landlord" or "Little Elm EDC"), and **LITTLE ELM HOSPITALITY, LLC**, a Texas limited liability company ("Developer").

RECITALS:

WHEREAS, on or about **September 14, 2020**, the Little Elm EDC and Developer entered into that certain Ground Lease Purchase Agreement and Performance Agreement for Property in Little Elm, Denton County, Texas, recorded on August 5, 2021, as Document No. 141349, Receipt No. 20210804000881 in the Official Records of Denton County, Texas, and on June 9, 2022, as Document No. 86014, Receipt No. 20220609000499 in the Official Records of Denton County, Texas (hereinafter referred to as the "Original Agreement"), concerning certain real property located in the Town of Little Elm, Denton County, Texas, as more particularly described in the Original Agreement (the "Premises"); and

WHEREAS, (i) on or about June 6, 2022, the Little Elm EDC and Developer entered into that certain First Amendment to Ground Lease Purchase Agreement for Property in Little Elm, Denton County, Texas, recorded on June 9, 2022, as Document No. 85611, Receipt No. 20220608000729 in the Official Records of Denton County, Texas (hereinafter referred to as the "First Amendment") and (ii) on or about June 20, 2023, the Little Elm EDC and Developer entered into that certain Second Amendment to Ground Lease Purchase Agreement for Property in Little Elm, Denton County, Texas, recorded on June 23, 2023, as Document No. 65454, Receipt No. 20230623000174 in the Official Records of Denton County, Texas (hereinafter referred to as the "Second Amendment", and together with the Original Agreement and the First Amendment, hereinafter referred to collectively as the "Agreement"), concerning the Premises; and

WHEREAS, prior to the Effective Date, the Premises was replatted according to that certain Replat, Palladium Addition, Phase 2, Lots 1R - 9R Block A, recorded on June 2, 2023, under Document No. 2023-184, Order No. 20230602000387 in the Official Records of Denton County, Texas (the "Replat"), such that, as of the Effective Date, the "Premises", as such term is used in the Agreement, consists of four (4) separate lots, consisting of (i) Lot 3R as shown on the Replat (also referred to herein as the "Hotel Lot"), and (ii) Lots 7R, 8R and 9R as shown on the Replat (also referred to herein as the "Retail Lots"); and

WHEREAS, the Landlord and Developer now desire to terminate the Agreement and any amendments thereto as to the Hotel Lot only.

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

SECTION 1. FINDINGS INCORPORATED.

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

SECTION 2. TERMINATION OF AGREEMENT AND ANY AMENDMENTS AS TO THE HOTEL LOT.

(a) The Agreement and any amendments related thereto by and between the Landlord and Developer is hereby terminated at to the Hotel Lot.

(b) The Landlord and Developer agree to absorb their own costs expended in furtherance of the Agreement and this Termination Agreement.

(c) Landlord and Developer covenant and agree that each party shall have no further obligation to the other party under the Agreement and any amendment related thereto as to the Hotel Lot.

(d) Landlord and Developer expressly agreed and understand that this is a partial termination only as to the Hotel Lot and that the same shall in no way terminate or impair the Agreement with respect to the Retail Lots.

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

LITTLE ELM EDC:

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

By: _____
Ken Eaken, President

Date Executed: _____

ATTEST:

_____
Taylor Girardi, Secretary

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the ___ day of _____, 2023, by Ken Eaken, President of the Little Elm Economic Development Corporation, a Texas non-profit corporation, on behalf of said non-profit corporation.

_____
Notary Public, State of Texas

CONSENT:
TOWN OF LITTLE ELM, TEXAS

_____
Curtis J. Cornelious, Mayor
Date: _____

DEVELOPER:

LITTLE ELM HOSPITALITY, LLC,
a Texas limited liability company

By: _____
Kash R. Patel, Managing Member

Date Executed: _____

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2023, by Kash R. Patel, Managing Member of the Little Elm Hospitality, LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

Date:	07/18/2023
Agenda Item #:	5. E.
Department:	Finance
Strategic Goal:	Provide a safe and welcoming environment for Little Elm residents and visitors
Staff Contact:	Jason Shroyer, Director of Public Works

AGENDA ITEM:

Consider Action to Approve **Retroactive Authorization for Emergency Sanitary Sewer Reconstruction, with Quality Excavation, LLC in the Estimated Amount of $292,525.**

DESCRIPTION:

Upon conducting routine sanitary sewer system inspections, the Town's Utility Division discovered two sewer manholes at El Dorado Parkway and Preston On The Lake Boulevard that have partially collapsed and require immediate reconstruction. The manholes are approximately 12 years old and have degraded due to concentrations of hydrogen sulfide gas which corrodes the concrete construction of the manholes. The two manholes are near the end of the portion of the sewer system that receives wastewater from the majority of the west side of the Town. The full collapse of these manholes would result in a major system failure and a wastewater overflow out of the sewer system.

The Town contracted with Kimley-Horn to provide an engineering design to reconstruct the manholes. The Town requested the design include a polymer concrete mix impervious to hydrogen sulfide and other corrosive wastewater substances. The design was completed and submitted to Quality Excavation to perform the reconstruction on short notice, as they are currently performing utility and paving work on Woodrow Circle. The reconstruction will take approximately ten days and include above-ground bypass pumping to continue the flow of wastewater while the manholes are constructed. Commencement of the above services has been authorized under the Texas Local Government Code 252.022, and as identified in the Town's procurement policy. The Town's policy allows for an exception to procurement requirements for an immediate and serious need for materials, service, or construction that cannot be met through normal procurement methods and that may seriously threaten the functioning of the Town or the health and safety of any person.

BUDGET IMPACT:

Funding has been identified in Capital Improvement fund 2829. Reserve balances will be funding this emergency.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Emergency Manhole Rehab Proposal
Drawings
Location

Emergency Manhole Replacements

Quality Excavation, LLC.

5580 US Highway 377
Aubrey, Texas 76227
Contact: **Garland Wilson**
Phone: **817-403-6706**
Fax: **940 365 5961**

Quote To:	Cory Collier	Job Name:	Little Elm Manhole Replacement
		Date of Plans:	04/05/2023
Phone:	972-377-5557	Revision Date:	none
Fax:			

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	Mobilization	1.00	LS	70,000.00	70,000.00
1005	Traffic Control	1.00	LS	2,500.00	2,500.00
1110	Bypass Pumping	1.00	LS	67,500.00	67,500.00
1120	Manholes Remove and Replace	1.00	LS	138,000.00	138,000.00
1130	Sod	150.00	SY	33.50	5,025.00
1140	Side Walk/ADA/Patterned Concrete	1.00	LS	9,500.00	9,500.00
GRAND TOTAL					**$292,525.00**

NOTES:

EXCLUSIONS & CLARIFICATIONS

Exclusions:

Sales Tax
Engineering Excluded
City fees, permits and P&P and Maint Bond
Hazardous Material Handling or Disposal
Buried trash or rubbish is an additional cost and is property of the owner if found

Clarifications:

Work not listed billed separately
One (1) mobilization
Additional mobilizations $5,000.00 ea
Pricing to be modified if scope removed from bid
Proposal Valid for 30 Days

Please contact me with any questions,

Thank you,

940.365.0800 - Office
940.365.5961 - Fax
Estimating@Qualityexcavationltd.com

Quality Excavation LTD

Quality Excavation, LLC
5580 US Highway 377
Aubrey, TX 76227
(940) 365-0800 Main Office
(940) 365-5961 Fax

Submittal Coversheet

City:	**Little Elm**
Project:	**Street Improvements along Lakeshore Dr.**
Project No**:**	**2023-13**
Attn:	**Cody Collier**
Submittal No.:	**06**
Submittal Description:	Manhole Replacements
Date Submitted:	**07-09-2023**

TOWN OF LITTLE ELM
MANHOLE REHABILITATION

Shop Drawing Review Comments
Submittal 05: Polymer Manholes – MH 220

☐ No Exception Taken	☐ Revise and Resubmit
☒ Furnish As Noted	☐ Not Reviewed
☐ Submit Specific Item	☐ For Information Only

Approval is only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. Contractor is responsible for dimensions to be confirmed and correlated at the job site; for information that pertains solely to the fabrication processes or to techniques of construction; and for coordination of the work of all trades.

KIMLEY-HORN & ASSOCIATES, INC.
Texas Registered Engineering Firm F-928

Date 7/7/2023 By Benjamin Gleichert

Comments:

1. Shop drawing submittal is missing information. Please refer to spec 02608 – Polymer Concrete Manhole for the necessary information to be provided to the Town.

ARMOROCK™

1575 W Horizon Ridge Parkway
#530427
Henderson, NV 89012

207 Heritage Court
Sulphur Springs, TX 75482

1708 Turkey Creek Road
Plant City, FL 33566

702-824-9702
www.armorock.com

APPROVED BY: _____

Structure: MH 220
Job Number: DAD
Job Name: Town of Little Elm
Job Location: Texas
Contractor:
Agency:
Engineer:

Based on:

Take Off By: 7/6/2023 JoshuaJohnson

Design Build Height

Rim	+	551.50'
Outlet Invert	-	527.85'
Design Height	=	**23.65'**

Stack Build Height

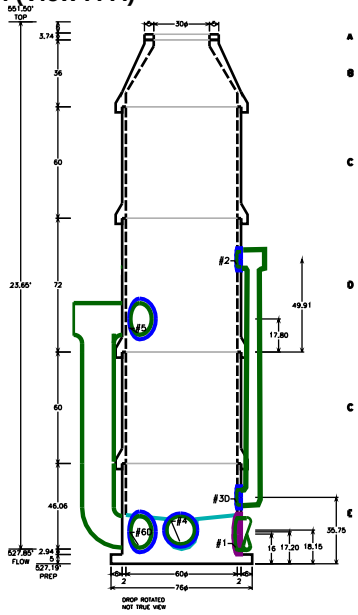
Ring	+	0.50'
Adjustment	+	0.31'
Concentric Cone	+	3.00'
Risers	+	16.00'
Base Gain	+	3.84'
Design Height	=	**23.65'**
Floor Thickness	+	0.66'
Outside Height	=	**24.31'**

Ship Date:
Ring: 30" Bass & Hays 1420 Frame and Cover By Others
Grate/Cover:
Channel: FULL DEPTH TROUGHING
Reduction:
Notes: **Please Verify angle of Pipe #5**

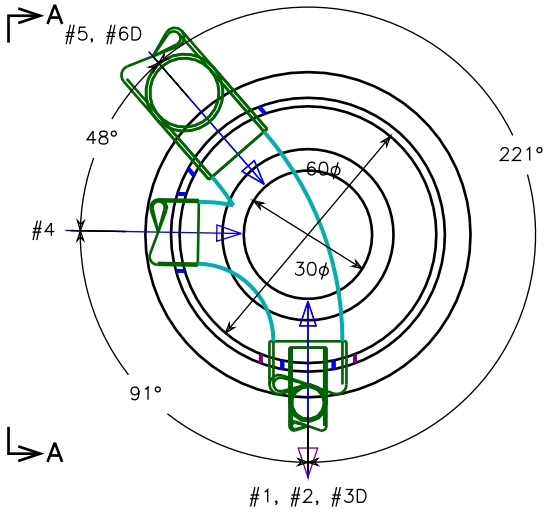
Openings

ID	Invert	Pipe Size	Connector	Hole Size	Angle	To CL	Top to Top	Hole Former
#1	527.85'	18" PVC Schd 80	22L PSX-2:DD	22" Ø	0°	16"	27"	18 PVC Schd8
#2	540.53'	8" PVC Schd 80	12-08 PSX:DD	12" Ø	0°	49.91"	16.09"	08 PVC Schd8
#3D	529.85'	8" PVC Schd 80	12-08 PSX:DD	12" Ø	0°	35.75"	12.25"	08 PVC Schd8
#4	528.10'	15" PVC Sdr 35	18M PSX-2:DD	18" Ø	91°	18.15"	26.85"	15 Sdr35
#5	537.50'	18" PVC Schd 80	22L PSX-2:DD	22" Ø	139°	17.80"	43.20"	18 PVC Schd8
#6D	527.95'	18" PVC Schd 80	22L PSX-2:DD	22" Ø	139°	17.20"	25.80"	18 PVC Schd8

Elevation (View A-A)



Plan View



BOM For Stack

ID	Description	Part Number	Qty.	Weight
	GASKET FOR 60" MANHOLE JOINTS	Gasket	4	
	1.25 IN X 14 FT JOINT MASTIC ROLL	MASJ	8	
A	30 IN X 3 IN FLAT PRO-RING	PR30X3FL	1	61
B	60 IN X 3 FT CONCENTRIC POLYMER CONE W/ 30" ACCESS	MHCC6030	1	2,265
C	60 IN X 5 FT POLYMER MH SECTION	MHS6060	2	5,251
D	60 IN X 6 FT POLYMER MH SECTION HOLES	MHS6072H	1	2,955
E	60 IN X 4 FT 6 IN POLYMER PRECAST BASE FULL DEPTH ES	MHB6054.1ES	1	7,516
	Totals (precast, lbs.)		6	18,048


Wynfield Farms Ph IV
1717
1721
1725
E ELDORADO PKWY
1721
1722
1701
1700
1719
1716
1703
1705
1707
1709
1711
1713
1715
1690
PRESTON ON THE LAKE BLVD
1901
1905
1909
1913
1917
1921
1925
1929
1933
1937
1898
1901
1900
JACKSON DR
Glencove Ph II
1896
1892
1888
BARTON SPRINGS DR
1908
1912
1916
1920
1924
1928
1932
1936
Map data © OpenStreetMap contributors, Microsoft, Facebook, Inc. and its affiliates, Esri Co

Date:	07/18/2023
Agenda Item #:	5. F.
Department:	Finance
Strategic Goal:	Maximize community recreation and leisure activities
Staff Contact:	Chad Hyde, Director of Community Services

AGENDA ITEM:

Consider Action to Award **Bid 2023-14 for the Purchase and Installation of a 40-foot Artificial Holiday Tree to Decor IQ in the amount of $87,500.**

DESCRIPTION:

Staff has requested several options of type and size for an artificial holiday tree to be placed at the Lawn. The tree will be installed by Town staff and remain in place for the holiday event season.

Bid 2023-14 was advertised in the local newspaper and posted on the Town's eProcurement system. Seven (7) suppliers responded, with the best offer submitted by Decor IQ of San Antonio, TX.

BUDGET IMPACT:

Funding has been budgeted in TIRZ #3 and will be committed with issuance of a purchase order.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

2023-14 Tabulation

Town of Little Elm
Bid Tabulation
Bid 2023-14 Purchase of Artificial Holiday Tree

				Christmas Company, LLC	Dekra-Lite Industries, Incorporated	DFW Holiday Kings Inc.	Certified Lights	Murphy Christmas Lighting	Decor IQ	Artistic Holiday Designs
				Ft. Worth, TX	Santa Ana, CA	Burleson, TX	Dallas, TX	Ft. Worth, TX	San Antonio, TX	Capecoral, FL
Line #	**Description**	**QTY**	**UOM**							
1	OPTION 1: 30' RGB animated mountain tree, or approved equal with water tank anchoring Delivery shall be FOB Destination, and all costs shall be included in bid price.	1	EA	No Bid	$66,013.00	$75,571.43	$65,085.96	$76,804.00	$113,000.00	$71,375.39
2	OPTION 2: 40' RGB animated mountain tree, or approved equal with water tank anchoring Delivery shall be FOB Destination, and all costs shall be included in bid price.	1	EA	No Bid	$136,140.00	$148,960.00	$119,724.10	$114,636.50	$214,200.00	$122,078.96
3	OPTION 3: 50' RGB animated mountain tree, or approved equal with water tank anchoring Delivery shall be FOB Destination, and all costs shall be included in bid price.	1	EA	No Bid	$236,955.00	No Bid	$168,244.58	$203,897.00	$231,000.00	$176,350.35
4	OPTION 4: 30' Cone tree with full control and 3D app mapping, or approved equal with water tank anchoring Delivery shall be FOB Destination, and all costs shall be included in bid price.	1	EA	$68,199.00	No Bid	$121,400.53	$94,050.40	$76,804.00	$56,000.00	$104,000.00
5	OPTION 5: 40' Cone tree with full control and 3D app mapping, or approved equal with water tank anchoring Delivery shall be FOB Destination, and all costs shall be included in bid price.	1	EA	No Bid	No Bid	$181,123.60	$129,919.80	$114,636.50	$87,500.00	$155,200.00
5 ALT1	38' RGB Panel Cone Tree with full control and animation mapping with water tank anchoring. Tree RGB lights are minleon pebbles and it includes controllers and hardware. Tree frame is warrantied for 10 years and foliage is warrantied for 5 years. Water Tank: RomoTech Poly Storage Tank - Legged, 550 gallon, model #2426	1	EA	$110,694.00						
6	OPTION 6: 50' Cone tree with full control and 3D app mapping, or approved equal with water tank anchoring Delivery shall be FOB Destination, and all costs shall be included in bid price.	1	EA	$177,149.00	No Bid	No Bid	$221,288.43	$203,897.00	$94,900.00	$267,200.00
7	OPTION 7: Installation of selected tree and water tank	1	EA	$7,500.00	No Bid	$9,600.00	No Bid	$30,000.00	$34,500.00	$51,200.00
7 ALT1	Removal of panel tree with water tank and preparation for storage. Any tree 30 feet or higher requires a manlift. Typically the day rental for that is around $1500.	1	Man Hour	$75.00						

Date:	07/18/2023
Agenda Item #:	5. G.
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 **Amendment #1 to the Professional Services Agreement with Cobb-Fendley & Associates regarding Development Plan Review Services.**

DESCRIPTION:

In October 2022, a professional services agreement (PSA) was executed with Cobb-Fendley & Associates to provide plan review services related to new development applications. These services have ensured that these project applications are thoroughly reviewed and meet the processing timelines established by the Development Services Department and the Texas Local Government Code.

As of July 2023, approximately 168 development projects have been reviewed, and most of the costs have been passed through to each applicant. This proposed amendment would increase the maximum contract amount by $45,000, which is the estimated funding needed to cover the anticipated number of development project reviews remaining for this fiscal year.

BUDGET IMPACT:

Funding for these services is allocated in the General Fund.

$	130,000	Original Contract Amount
$	45,000	Proposed Amendment #1
$	**175,000**	**Final Contract Amount**

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Proposed Amendment

Current Agreement

Amendment No. 1
Town of Little Elm, Texas
Standard Professional Services Agreement

This Agreement is made by and between the Town of Little Elm, Texas, a Texas home-rule municipality (hereinafter referred to as the "Owner") and Cobb, Fendley & Associates, Inc., (hereinafter referred to as the "Consultant") for Development Plan Reviews, (hereinafter referred to as the "Project"). In consideration of the premises, covenants and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Consultant hereby agree as follows:

ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

1.1 THE CONTRACT

The Contract between the Owner and the Consultant, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last Party to execute it.

1.2. THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Solicitation, Requirements and Instructions to Bidders/Proposers, the Specifications, terms and conditions, Attachments, Maps, Drawings, Scope of Service, Time Line, all Change Orders issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following (if any):

Documents not enumerated in this Paragraph 1.2.1 are not Contract Documents and do not form part of this Agreement.

ARTICLE 2: RECITALS

2.1 The Town desires to have the Consultant develop the program and provide necessary services to develop the same (“PROJECT”); and

2.2 The Consultant has the knowledge, ability and expertise to provide such services; and

2.3 The Town desires to engage the services of Consultant, as an independent Consultant and not as an employee, to provide services as set forth herein.

ARTICLE 3: TERM / TERMINATION

3.1 TERM

The term of this Agreement shall begin on the date of its execution by all Parties. This Agreement shall continue until Consultant completes the services required herein to the satisfaction of the Town, unless sooner terminated as provided herein.

3.2 TERMINATION

This Agreement may be suspended or terminated by either Party with or without cause at any time by giving written notice to the other Party. In the event suspension or termination is without cause, payment to the Consultant, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by Town to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to Town.

In the event that the Town requires a modification of this Agreement with Consultant, and in the event the Parties fail to agree upon a modification of this Agreement, the Parties shall have the option of terminating this Agreement. Payment to Consultant shall be made by the Town in accordance with

the terms of this Agreement, for the services mutually agreed upon by the Parties to be properly performed by the Consultant prior to such termination date.

ARTICLE 4: SCOPE OF SERVICES

4.1 SCOPE

The following services, when authorized in writing by a Notice to Proceed from the Town, shall be performed by Consultant in accordance with the Town's requirements:

> Review residential and commercial development plans submitted to the Town by Developers / Engineers for compliance with Town and State design codes.

If there is a conflict between the above quoted subjects and Exhibit A, then such conflict shall be resolved pursuant to the provisions of Section 10.9, below.

4.2 AUTHORIZED AGENT

All work performed by the Consultant will be performed under this Agreement, signed by a duly authorized agent of the Town as approved by resolution of the Town Council of the Town of Little Elm, Texas, and the designated authorized agent for the Consultant.

ARTICLE 5: COMPENSATION / PAYMENT TERMS AND CONDITIONS

5.1 Compensation for the performance of Professional Services described herein shall be paid to Consultant by the Town. The original contract agreement began on October 1, 2022 in a total amount not to exceed One Hundred Thirty Thousand dollars ($130,000). This Amendment is to increase the compensation of the original contract agreement in the amount of Forty-Five Thousand dollars ($45,000) which shall accrue and be payable as provided in Sections 5.1 and 5.2 hereof.

5.2 Work will be performed at the rates set forth in Exhibit A: 2023 Standard Rate Schedule, which is attached hereto and incorporated herein by reference, or as otherwise provided in negotiated fee schedules approved within this Agreement, if any.

5.3 Consultant payment for work under this Agreement shall be made in installments billed not more frequently than once each month upon receipt of invoices from the Consultant. If the Town fails to make any payment due the Consultant within thirty (30) days after receipt of Consultant's invoice, the amounts due the Consultant will be increased at the rate of 1.5% per month from said thirtieth day, unless there is a good faith refusal by the Town to pay. Payment shall be remitted to Consultant by Town as instructed on invoices.

ARTICLE 6: TIME FOR COMPLETION

6.1 The Consultant's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Assigned Project(s) through completion of the project(s).

6.2 If the Town fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation, but in no event shall such compensation exceed the scope of services schedule of maximum payment unless a written amendment to this Agreement is executed between the Parties.

ARTICLE 7: INDEMNIFICATION

7.1 THE CONSULTANT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE TOWN, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITEES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY'S FEES

INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE CONSULTANT, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE CONSULTANT'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITEES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE CONSULTANT SHALL BE OBLIGATED TO INDEMNIFY INDEMNITEES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY. THIS INDEMNIFICATION IS SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE, § 271.904(A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002(B), AS SAME MAY BE APPLICABLE TO CONSULTANT AS A MATTER OF LAW.

7.02 NOTHING CONTAINED HEREIN SHALL CONSTITUTE A WAIVER OF GOVERNMENTAL IMMUNITY IN FAVOR OF ANY PARTY.

7.03 CONSULTANT AGREES THAT IT IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT OF THE TOWN, AND THAT CONSULTANT IS SUBJECT, AS AN EMPLOYER, TO ALL APPLICABLE UNEMPLOYMENT COMPENSATION STATUTES, SO FAR AS TO RELIEVE THE TOWN OF ANY RESPONSIBILITY OR LIABILITY FROM TREATING CONSULTANT'S EMPLOYEES AS EMPLOYEES OF TOWN FOR THE PURPOSE OF KEEPING RECORDS, MAKING REPORTS OR PAYMENTS OF UNEMPLOYMENT COMPENSATION TAXES OR CONTRIBUTIONS. CONSULTANT FURTHER AGREES TO INDEMNIFY AND HOLD THE TOWN HARMLESS AND REIMBURSE IT FOR ANY EXPENSES OR LIABILITY INCURRED UNDER SAID STATUTES IN CONNECTION WITH EMPLOYEES OF CONSULTANT.

7.04 CONSULTANT SHALL DEFEND AND INDEMNIFY AND HOLD THE TOWN HARMLESS FROM ANY AND ALL CLAIMS, SUITS OR LIENS BASED UPON OR ALLEGED TO BE BASED UPON THE NON-PAYMENT OF LABOR, TOOLS, MATERIALS, EQUIPMENT, SUPPLIES, TRANSPORTATION AND MANAGEMENT COSTS INCURRED BY CONSULTANT IN PERFORMING THIS AGREEMENT.

ARTICLE 8: INSURANCE

8.1 Insurance

The Consultant shall provide and maintain insurance as listed in the insurance requirements document.

ARTICLE 9: DEFAULT

In the event Consultant fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within thirty (30) days after written notice by Town to Consultant, Town may, at its sole discretion without prejudice to any other right or remedy.

(a) Terminate this Agreement and be relieved of the payment of any further consideration to Consultant except for all work determined by the Town to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Consultant to and from meetings called by the Town at which Consultant is required to attend, but shall not include any loss of profit of Consultant. In the event of such termination, the Town may proceed to complete the services in any manner deemed proper by the Town, either by the use of its own forces or by resubmitting to others. Consultant agrees that any costs incurred to complete the services herein provided for may be deducted and paid by the Town out of such monies as may be due or that may thereafter become due to Consultant under and by virtue of this Agreement.

(b) The Town may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Consultant.

ARTICLE 10: MISCELLANEOUS

10.1 Reuse of Documents:

All documents including Maps, Plans and Specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service; and Consultant shall retain ownership and property interest therein whether or not the work is completed. The Town may make and retain copies of any plans or specifications provided under this Agreement for the use by Town and others; such documents are not intended or suitable for reuse by Town or others on extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the Town's sole risk and without liability to the Consultant.

10.2 Entire Agreement.

This Agreement constitutes the sole and only Agreement of the Parties and supersedes any prior understandings or written or oral agreements between the Parties with respect to this subject matter.

10.3 Assignment.

Neither this Agreement nor any duties or obligations under it shall be assignable by Consultant without the prior written consent of the Town. In the event of an assignment by Consultant to which the Town has consented, the assignee or the assignee's legal representative shall agree in writing with the Town to personally assume, perform, and be bound by all the covenants, obligations, and agreements contained in this Agreement.

10.4 Adjustments in Services/Amendment.

This Agreement may be amended by the mutual written agreement of the Parties. Consultant shall not make any claims for extra services, additional services or changes in the services without a written agreement with the Town prior to the performance of such services.

10.5 Governing law.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in Denton County, Texas.

10.6 Notices.

All notices required by this Agreement shall be in writing and addressed to the following, or such other Party or address as either Party designates in writing, by certified mail, postage prepaid or by hand delivery:

Town of Little Elm

Purchasing
100 W. Eldorado Pkwy
Little Elm, TX 75068
214-975-0411
purchasing@littleelm.org

Cobb, Fendley & Associates, Inc.

Ted B. Sugg, Principal
2801 Network Blvd, Suite 800
Frisco, TX 75034
972-335-3214
tsugg@cobbfendley.com

10.7 Legal construction.

In the event any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

10.8 Successors and Assigns.

(a) The Town and Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of Town and Consultant are hereby bound to the other Party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other Party in respect of all covenants and obligations of this Agreement.

(b) Neither the Town nor the Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other Party, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

(c) Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Consultant, subcontractor, supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than the Town and the Consultant.

10.9 Conflict.

If a conflict exists between this Agreement, and an Exhibit, the Solicitation, and/or the Response, then such conflicts shall be resolved as follows:

(a) If a conflict exists between this Agreement and an Exhibit, the Solicitation, or the Response, then this Agreement shall control.

(b) If a conflict exists between the Response and an Exhibit, the Exhibit shall control.

(c) If a conflict exists between the Response and the Solicitation, the Solicitation shall control.

10.10 Severability

Any provision or part of this Agreement that is held to be void or unenforceable under any law or regulation or by a court of competent jurisdiction shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the Town and the Consultant, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.11 Captions

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretations of the provisions set forth herein.

10.12 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this the ___ day of _____, 2023.

TOWN OF LITTLE ELM	**CONSULTANT**
Matt Mueller, Town Manager	Mark Lorance, Sr. Vice President

Exhibit A: 2023 Standard Rate Schedule

EXHIBIT A

CobbFendley

2023 Standard Rate Schedule

Senior Engineer V or Principal	$330.00/HR
Senior Engineer IV or Project Manager V	$314.00/HR
Senior Engineer III or Project Manager IV	$307.00/HR
Senior Engineer II or Project Manager III	$275.00/HR
Senior Engineer I or Project Manager II	$250.00/HR
Engineer III or Project Manager I	$199.00/HR
Engineer II	$172.00/HR
Engineer I	$142.00/HR
Graduate Engineer II.	$131.00/HR
Graduate Engineer.	$119.00/HR
Sr. Project Coordinator…	$158.00/HR
Project Coordinator.	$109.00/HR
Senior Technician III (GIS, Telecom, Utility, CAD, Field)	$188.00/HR
Senior Technician II (GIS, Telecom, Utility, CAD, Field)	$164.00/HR
Senior Technician I (GIS, Telecom, Utility, CAD, Field)	$142.00/HR
Technician III (GIS, Telecom, Utility, CAD, Field)	$121.00/HR
Technician II (GIS, Telecom, Utility, CAD, Field)	$102.00/HR
Technician I (GIS, Telecom, Utility, CAD, Field)	$75.00/HR
Licensed State Land Surveyor	$267.00/HR
Senior Registered Professional Land Surveyor.	$250.00/HR
Registered Professional Land Surveyor	$199.00/HR
Project Surveyor.	$172.00/HR
Certified Photogrammetrist.	$226.00/HR
4 Person Survey Crew	$217.00/HR
3 Person Survey Crew	$194.00/HR
2 Person Survey Crew	$164.00/HR
1 Person Survey Crew	$119.00/HR
2 Person Hy-Drone Crew	$387.00/HR
2 Person UAV Drone Crew	$267.00/HR
Construction Manager III	$330.00/HR
Construction Manager II	$272.00/HR
Construction Manager I	$212.00/HR
Construction Observer III	$177.00/HR
Construction Observer II	$149.00/HR
Construction Observer I	$125.00/HR
Sr. Right-of-Way Agent III or ROW Project Manager III	$275.00/HR
Sr. Right-of-Way Agent II or ROW Project Manager II	$221.00/HR
Sr. Right-of-Way Agent I or ROW Project Manager I	$199.00/HR
Right-of-Way Agent III or ROW Attorney	$177.00/HR
Right-of-Way Agent II	$155.00/HR

Right-of-Way Agent I $122.00/HR
Right-of-Way Technician..... $111.00/HR
Administrative $119.00/HR
Clerical $91.00/HR
Field Data Device $40.00/HR/unit

SUBSURFACE UTILITY ENGINEERING

Two-Man Designating Crew (4-Hour Minimum)..... $194/HR
One-Man Designating Crew (4-Hour Minimum)..... $125/HR
Vacuum Excavation Truck with 2 Technicians (Vac 6000) (4-Hour Minimum) $359/HR
Vacuum Excavation Truck with 2 Technicians (Vac 3000 & 4000) (4-Hour Minimum)..... $335/HR
Ground Penetrating Radar with 1 Technician (4-Hour Minimum) $296/HR
Traffic Control Officer..... @ Cost + 10%
Traffic Control (Lane Closures, etc.) ..... To Be Negotiated
Permits (Local, State, etc.)..... @ Cost + 10%
Designation, Location & Traffic Control Vehicles..... $6.50/Mile

REIMBURSABLE EXPENSES

Consultant or Specialty Contractor (Outside Firm) ..... @ Cost + 10%
Courier, Special Equipment Rental..... @ Cost + 10%
Reasonable Out of Town Travel Expenses (Air, Hotel, Rental, etc.) ..... @ Cost
Mileage (Standard Car or Truck) ..... IRS Approved Rate
Per Diem for Out of Town Travel (Per Day/Person) ..... GSA Standard Rate/Day
Title Plant Charges ..... @ Cost + 10%
Other Misc. Expenses Related to the Project ..... @ Cost + 10%
In-House Reproduction:

- Copies (Up to 11” x 17”) $0.15/Each
- Color Prints (Up to 11” x 17”)..... $1.50/Each
- Color Prints (Larger than 11” x 17”)..... $3.00/Sq. Ft.
- Bluelines (All Sizes)..... $1.00/Each
- Bond Prints (All Sizes)..... $2.00/Each
- Mylar Prints $12.00/Each
- Vellum Prints $9.00/Each

(*) Technology charges added to each billable man-hour.

Town of Little Elm, Texas
Standard Professional Services Agreement

This Agreement is made by and between the Town of Little Elm, Texas, a Texas home-rule municipality (hereinafter referred to as the "Owner") and __Cobb, Fendley & Associates, Inc.__, (hereinafter referred to as the "Consultant") for Development Plan Reviews, (hereinafter referred to as the "Project"). In consideration of the premises, covenants and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Consultant hereby agree as follows:

ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

1.1 THE CONTRACT

The Contract between the Owner and the Consultant, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last Party to execute it.

1.2. THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Solicitation, Requirements and Instructions to Bidders/Proposers, the Specifications, terms and conditions, Attachments, Maps, Drawings, Scope of Service, Time Line, all Change Orders issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following (if any):

Documents not enumerated in this Paragraph 1.2.1 are not Contract Documents and do not form part of this Agreement.

ARTICLE 2: RECITALS

2.1 The Town desires to have the Consultant develop the program and provide necessary services to develop the same (“PROJECT”); and

2.2 The Consultant has the knowledge, ability and expertise to provide such services; and

2.3 The Town desires to engage the services of Consultant, as an independent Consultant and not as an employee, to provide services as set forth herein.

ARTICLE 3: TERM / TERMINATION

3.1 TERM

The term of this Agreement shall begin on October 1, 2022. This Agreement shall continue until Consultant completes the services required herein to the satisfaction of the Town, unless sooner terminated as provided herein.

3.2 TERMINATION

This Agreement may be suspended or terminated by either Party with or without cause at any time by giving written notice to the other Party. In the event suspension or termination is without cause, payment to the Consultant, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by Town to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to Town.

In the event that the Town requires a modification of this Agreement with Consultant, and in the event the Parties fail to agree upon a modification of this Agreement, the Parties shall have the option of terminating this Agreement. Payment to Consultant shall be made by the Town in accordance with the terms of this Agreement, for the services mutually agreed upon by the Parties to be properly performed by the Consultant prior to such termination date.

ARTICLE 4: SCOPE OF SERVICES

4.1 SCOPE

The following services, when authorized in writing by a Notice to Proceed from the Town, shall be performed by Consultant in accordance with the Town's requirements:

> Review residential and commercial development plans submitted to the Town by Developers / Engineers for compliance with Town and State design codes.

If there is a conflict between the above quoted subjects and Exhibit A, then such conflict shall be resolved pursuant to the provisions of Section 10.9, below.

4.2 AUTHORIZED AGENT

All work performed by the Consultant will be performed under this Agreement, signed by a duly authorized agent of the Town as approved by resolution of the Town Council of the Town of Little Elm, Texas, and the designated authorized agent for the Consultant.

ARTICLE 5: COMPENSATION / PAYMENT TERMS AND CONDITIONS

5.1 Compensation for the performance of Professional Services described herein shall be paid to Consultant by the Town in a total amount not to exceed One Hundred Thirty Thousand dollars ($130,000) which shall accrue and be payable as provided in Sections 5.1 and 5.2 hereof.

5.2 Work will be performed at the rates set forth in Exhibit A: 2022 Standard Rate Schedule, which is attached hereto and incorporated herein by reference, or as otherwise provided in negotiated fee schedules approved within this Agreement, if any.

5.3 Consultant payment for work under this Agreement shall be made in installments billed not more frequently than once each month upon receipt of invoices from the Consultant. If the Town fails to make any payment due the Consultant within thirty (30) days after receipt of Consultant's invoice, the amounts due the Consultant will be increased at the rate of 1.5% per month from said thirtieth day, unless there is a good faith refusal by the Town to pay. Payment shall be remitted to Consultant by Town as instructed on invoices.

ARTICLE 6: TIME FOR COMPLETION

6.1 The Consultant's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Assigned Project(s) through completion of the project(s).

6.2 If the Town fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation, but in no event shall such compensation exceed the scope of services schedule of maximum payment unless a written amendment to this Agreement is executed between the Parties.

ARTICLE 7: INDEMNIFICATION

7.1 THE CONSULTANT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE TOWN, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITEES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY'S FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE CONSULTANT, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE

UNDER THE CONSULTANT'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITEES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE CONSULTANT SHALL BE OBLIGATED TO INDEMNIFY INDEMNITEES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY. THIS INDEMNIFICATION IS SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE, § 271.904(A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002(B), AS SAME MAY BE APPLICABLE TO CONSULTANT AS A MATTER OF LAW.

7.02 NOTHING CONTAINED HEREIN SHALL CONSTITUTE A WAIVER OF GOVERNMENTAL IMMUNITY IN FAVOR OF ANY PARTY.

7.03 CONSULTANT AGREES THAT IT IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT OF THE TOWN, AND THAT CONSULTANT IS SUBJECT, AS AN EMPLOYER, TO ALL APPLICABLE UNEMPLOYMENT COMPENSATION STATUTES, SO FAR AS TO RELIEVE THE TOWN OF ANY RESPONSIBILITY OR LIABILITY FROM TREATING CONSULTANT'S EMPLOYEES AS EMPLOYEES OF TOWN FOR THE PURPOSE OF KEEPING RECORDS, MAKING REPORTS OR PAYMENTS OF UNEMPLOYMENT COMPENSATION TAXES OR CONTRIBUTIONS. CONSULTANT FURTHER AGREES TO INDEMNIFY AND HOLD THE TOWN HARMLESS AND REIMBURSE IT FOR ANY EXPENSES OR LIABILITY INCURRED UNDER SAID STATUTES IN CONNECTION WITH EMPLOYEES OF CONSULTANT.

7.04 CONSULTANT SHALL DEFEND AND INDEMNIFY AND HOLD THE TOWN HARMLESS FROM ANY AND ALL CLAIMS, SUITS OR LIENS BASED UPON OR ALLEGED TO BE BASED UPON THE NON-PAYMENT OF LABOR, TOOLS, MATERIALS, EQUIPMENT, SUPPLIES, TRANSPORTATION AND MANAGEMENT COSTS INCURRED BY CONSULTANT IN PERFORMING THIS AGREEMENT.

ARTICLE 8: INSURANCE

8.1 Insurance

The Consultant shall provide and maintain insurance as listed in the insurance requirements document.

ARTICLE 9: DEFAULT

In the event Consultant fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within thirty (30) days after written notice by Town to Consultant, Town may, at its sole discretion without prejudice to any other right or remedy.

(a) Terminate this Agreement and be relieved of the payment of any further consideration to Consultant except for all work determined by the Town to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Consultant to and from meetings called by the Town at which Consultant is required to attend, but shall not include any loss of profit of Consultant. In the event of such termination, the Town may proceed to complete the services in any manner deemed proper by the Town, either by the use of its own forces or by resubmitting to others. Consultant agrees that any costs incurred to complete the services herein provided for may be deducted and paid by the Town out of such monies as may be due or that may thereafter become due to Consultant under and by virtue of this Agreement.

(b) The Town may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Consultant.

ARTICLE 10: MISCELLANEOUS

10.1 Reuse of Documents:

All documents including Maps, Plans and Specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service; and Consultant shall retain ownership and property interest therein whether or not the work is completed. The Town may make and retain copies of any plans or specifications provided under this Agreement for the use by Town and others; such documents are not intended or suitable for reuse by Town or others on extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the Town's sole risk and without liability to the Consultant.

10.2 Entire Agreement.

This Agreement constitutes the sole and only Agreement of the Parties and supersedes any prior understandings or written or oral agreements between the Parties with respect to this subject matter.

10.3 Assignment.

Neither this Agreement nor any duties or obligations under it shall be assignable by Consultant without the prior written consent of the Town. In the event of an assignment by Consultant to which the Town has consented, the assignee or the assignee's legal representative shall agree in writing with the Town to personally assume, perform, and be bound by all the covenants, obligations, and agreements contained in this Agreement.

10.4 Adjustments in Services/Amendment.

This Agreement may be amended by the mutual written agreement of the Parties. Consultant shall not make any claims for extra services, additional services or changes in the services without a written agreement with the Town prior to the performance of such services.

10.5 Governing law.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in Denton County, Texas.

10.6 Notices.

All notices required by this Agreement shall be in writing and addressed to the following, or such other Party or address as either Party designates in writing, by certified mail, postage prepaid or by hand delivery:

Town of Little Elm

Purchasing
100 W. Eldorado Pkwy
Little Elm, TX 75068
214-975-0411
purchasing@littleelm.org

Cobb, Fendley & Associates, Inc.

Ted B. Sugg, Principal
2801 Network Blvd, Suite 800
Frisco, TX 75034
972-335-3214
tsugg@cobbfendley.com

10.7 Legal construction.

In the event any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

10.8 Successors and Assigns.

(a) The Town and Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of Town and Consultant are hereby bound to the other Party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other Party in respect of all covenants and obligations of this Agreement.

(b) Neither the Town nor the Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other Party, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

(c) Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Consultant, subcontractor, supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than the Town and the Consultant.

10.9 Conflict.

If a conflict exists between this Agreement, and an Exhibit, the Solicitation, and/or the Response, then such conflicts shall be resolved as follows:

(a) If a conflict exists between this Agreement and an Exhibit, the Solicitation, or the Response, then this Agreement shall control.

(b) If a conflict exists between the Response and an Exhibit, the Exhibit shall control.

(c) If a conflict exists between the Response and the Solicitation, the Solicitation shall control.

10.10 Severability

Any provision or part of this Agreement that is held to be void or unenforceable under any law or regulation or by a court of competent jurisdiction shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the Town and the Consultant, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.11 Captions

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretations of the provisions set forth herein.

10.12 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this the ___ day of _____, 2022.

TOWN OF LITTLE ELM

Matt Mueller, Town Manager

CONSULTANT

Mark C. Lorance, P.E.

Mark C. Lorance, P.E., Senior Vice President

Exhibit A: 2022 Standard Rate Schedule

Date:	07/18/2023
Agenda Item #:	5. H.
Department:	Economic Development Corporation
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Consider Action to Approve the **FM 2931 Right of Way Project Developer Participation Agreement between the Town of Little Elm and MM Little Elm 548 LLC.**

DESCRIPTION:

The need and necessity exists for the Town to acquire approximately 2.656 acres of fee simple right-of-way through certain property located at the southwest corner of Ryan Spiritas Parkway and Spiritas Ranch Road. Because a segment of the ROW to be acquired will directly benefit the Developer and the Property, the parties agree that there should be shared costs relating to the acquisition, (including condemnation if necessary) of the ROW. The approximate 0.683 acres, will be known as the "Developer's ROW Segment". The remaining segment of the ROW consists of approximately 1.974 acres will be known as the "Town's ROW Segment."

BUDGET IMPACT:

The full budget impact cannot be determined at this time as Town will be going to condemnation for the Right-of-Way, however, the breakdown of costs associated with that process is as follows:

- 50/50 split of legal fees between TOLE and Mehrdad Moayedi / MM Little Elm 548, LLC,
- 50/50 split on new combined survey, appraisals and legal descriptions, and
- 50/50 split on Specialty Land Services, LLC (Buddy Minett) who the Town has engaged to provide land acquisition services. The Town will pay for the cost of the land acquisition for the ROW. Mehrdad Moayedi/MM Little Elm 548 LLC would reimburse the Town for their portion of the land for Ryan Spiritas Parkway.

The Parties agree that Developer shall bear the land acquisition cost to acquire the Developer's ROW Segment, which shall consist of 26% of the total ROW land acquisition cost, and that Developer shall reimburse the Town for such cost regardless of whether the ROW is acquired through a voluntary purchase or through the exercise of eminent domain.

The Parties agree that Town shall bear the land acquisition cost to acquire the Town's ROW Segment, which shall consist of 74% of the total ROW land acquisition cost, regardless of whether the ROW is acquired through a voluntary purchase or through the exercise of eminent domain.

The Town agrees to pursue, in good faith, funding for the ROW acquisition from the County. Should

the Town receive funding from the County for the ROW acquisition, whether in full or only partial, such funds shall be first applied to the Town's share of the costs in acquiring the ROW. If there are any remaining County funds after the Town has been fully reimbursed for the Town's share of the costs in acquiring the ROW, the remaining funds will be provided to Developer to reimburse Developer for its share of the costs of acquiring the ROW.

As the ROW acquisition efforts occur and the Town incurs costs related to same, the Town shall provide, in a timely manner or upon request, invoices to the Developer, reflecting such costs. Developer agrees to pay such invoices within 30 days of the date of the invoice.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

LE FM 2931 Cost Sharing Agreement

FM 2931 RIGHT-OF-WAY PROJECT DEVELOPER PARTICIPATION AGREEMENT

This FM 2931 Right-of-Way Project Developer Participation Agreement (this "**Agreement**") is entered into between the **TOWN OF LITTLE ELM, TEXAS**, (the "**Town**"), and **MM LITTLE ELM 548, LLC**, a Texas limited liability company, (the "Developer") to be effective on May 16, 2023.

SECTION 1

RECITALS

WHEREAS, a public need and necessity exists for the Town to acquire approximately 2.656 acres of fee simple right-of-way ("**ROW**") through certain property located at the southwest corner of US-380 and Spiritas Parkway (Proposed), the location of such property, and the ROW to be acquired from such property, are generally identified and set forth in the survey map attached hereto as ***Exhibit A***, for use in conjunction with the Town's FM 2931 Right-of-Way Project ("**Project**"); and

WHEREAS, the Developer is the owner and/or developer of approximately 544.132 acres of real property known as Spiritas Ranch (the "**Property**"); and

WHEREAS, the Developer and the Town are sometimes collectively referenced in this Agreement as (the "**Parties**,") or, each individually, as (the "**Party**"); and

WHEREAS, the Town is a home rule municipality of the State of Texas located within Denton County, Texas (the "**County**"); and

WHEREAS, a segment of the ROW to be acquired by the Town will directly benefit Developer and the Property; and

WHEREAS, that segment of the ROW consists of approximately .683 acres (hereinafter referred to as the "**Developer's ROW Segment**"), which segment is generally identified and set forth in the survey map attached hereto as ***Exhibit B,*** and which segment comprises 26% of the ROW; and

WHEREAS, the remaining segment of the ROW consists of approximately 1.974 acres (hereinafter referred to as the "**Town's ROW Segment**"), which segment is generally identified and set forth in the survey map attached hereto as ***Exhibit C,*** and which segment comprises 74% of the ROW and

WHEREAS, the Parties agree that there should be shared costs relating to the acquisition (including condemnation if necessary) of the ROW; and

WHEREAS, the Developer understands and acknowledges that the obligations undertaken under this Agreement benefit the Property, and that the cost sharing with the Town provided herein is an equitable process that is intended to ensure the timely completion of the Project, which is an integral part of the Town and the County's future road system, and that the Parties are undertaking the Project to facilitate safe travel on an improved roadway; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

SECTION 2

GENERAL PROVISIONS

A. The Parties agree that costs for the following services shall be shared equally (50/50 split) between the Parties, and that Developer will reimburse the Town for Developer's share of such costs:

1. The Town's reasonable and necessary legal fees and related costs incurred to acquire the ROW including, if necessary, the use of eminent domain (in the trial court and at all levels of appeal, if any).

2. The Town's reasonable and necessary costs for obtaining surveys, appraisals, and legal descriptions of the ROW.

3. The Town's reasonable and necessary fees and costs incurred to utilize the services of Specialty Land Services, LLC, which the Town engaged to provide land acquisition services, for the efforts of Specialty Land Services, LLC, to acquire the ROW.

B. The Parties agree that Developer shall bear the land acquisition cost to acquire the Developer's ROW Segment, which shall consist of 26% of the total ROW land acquisition cost, and that Developer shall reimburse the Town for such cost regardless of whether the ROW is acquired through a voluntary purchase or through the exercise of eminent domain.

C. The Parties agree that Town shall bear the land acquisition cost to acquire the Town's ROW Segment, which shall consist of 74% of the total ROW land acquisition cost, regardless of whether the ROW is acquired through a voluntary purchase or through the exercise of eminent domain.

D. The Town agrees to pursue, in good faith, funding for the ROW acquisition from the County. Should the Town receive funding from the County for the ROW acquisition, whether in full or only partial, such funds shall be first applied to the Town's share of the costs in acquiring the ROW. If there are any remaining County funds after the Town has been fully reimbursed for the Town's share of the costs in acquiring the ROW, the remaining funds will be provided to Developer to reimburse Developer for its share of the costs of acquiring the ROW.

E. As the ROW acquisition efforts occur and the Town incurs costs related to same, the Town shall provide, in a timely manner or upon request, invoices to Developer at 1800 Valley View Lane, Suite 300, Farmers Branch, Texas, 75234 reflecting such costs. Developer agrees to pay such invoices within 30 days of the date of the invoice.

SECTION 3

MISCELLANEOUS

The following miscellaneous provisions are a part of this Agreement:

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

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

C. **Assignment.** This Agreement may not be assigned without the express written consent of the other Party.

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

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

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

G. **Entire Agreement.** This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. There are no unwritten oral agreements between the parties.

H. **Notices.** Any notice, submittal, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the Town: Town of Little Elm, Texas
Attn: Matt Mueller
100 W. Eldorado Parkway
Little Elm, Texas 75068

With a copy to:	Brown & Hofmeister, LLP Attn: Robert Brown 740 E. Campbell Road, Suite 800 Richardson, Texas 75081
To the Developer:	MM Little Elm 548, LLC Attn: Mehrdad Moayedi 1800 Valley View Lane, Suite 300 Farmers Branch, Texas 75234
And a copy to:	Texas Real Estate Law Attn: Travis Boghetich 1800 Valley View Lane, Suite 360 Farmers Branch, Texas 75234

Any Party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other Party.

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

J. **Sovereign Immunity**. No Party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.

K. **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

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

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

N. **Non-Boycott of Israel Provision.** In accordance with Chapter 2270 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a

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

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

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

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

R. **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.

S. **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.

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

U. **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.

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

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

[Signature Pages to Follow]

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

TOWN OF LITTLE ELM, TEXAS

By: _____
Name: Curtis J. Cornelious
Title: Mayor
Date: _____

ATTEST:

By: _____
Name: Caitlin Biggs
Title: Town Secretary
Date: _____

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 2023 by Curtis J. Cornelious, the Mayor of the Town of Little Elm, Texas on behalf of said Town.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

DEVELOPER:

MM Little Elm 548, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayedi
Its: Manager

Date:_____

STATE OF TEXAS §
§
COUNTY OF Dallas §

This instrument was acknowledged before me on the 10 day of July, 2023 by Mehrdad Moayedi, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM Little Elm 548, LLC, a Texas limited liability company on behalf of said company.

[Seal]

CAITLIN PAIGE SIMMONS
Notary ID #131158423
My Commission Expires
June 11, 2025

By:_____
Notary Public, State of Texas

My Commission Expires: June 11, 2025

EXHIBIT A - ROW Survey

EXHIBIT B - Developer's ROW Segment Survey

EXHIBIT C - Town's ROW Segment Survey

Date:	07/18/2023
Agenda Item #:	6. A.
Department:	Administrative Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Olga Chernomorets, Planning Manager

AGENDA ITEM:

Continue the Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1710 Regarding a Request for a Specific Use Permit (SUP) for a 3,040 Square-Foot Liquor Store Use, Generally Located in Building 200, 11700 FM 423, Currently Zoned Planned Development with a Light Commercial Base Through Ordinance No. 1691, in Order to Allow for Sale of Alcoholic Beverages for Off-Site Consumption Only.**

Public Hearing Opened: 7:00 p.m. on June 20, 2023
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1710:

DESCRIPTION:

The applicant has requested to withdraw this request.

Location.

Approximately located at the southwest corner of the intersection of Woodlake Parkway and FM 423, within Little Elm's Town Limits.

Background.

Subject property is currently zoned Planned Development – Light Commercial (PD-LC), first through Ordinance #1526 and later amended through Ordinance #1691. This PD covers the two current parcels with the intent to further subdivide the parcels as development occurs. The proposed SUP will be on the northern lot, which is 3.2 acres in size with two commercial retail buildings totaling 25,438 square feet. The proposed liquor store would occupy 3,040 square feet within Suite 250, located in the center of the northern building. The building is currently under construction.

Per Section 106.01.13, Liquor Store is defined as "A facility for the sale of beer, wine, and/or liquor not for on-premise consumption that derives 75 percent or more of its gross revenue from the on-premise sale of beer, wine, and/or liquor."

Section 106.05.02.2 (o) proves 3 provisions for a liquor store:

1. A liquor store may be no less than 1,000 ft from another liquor store. (The nearest liquor store is over 7,000 feet to the south of the Lot)
2. Prior to issuance of a certificate of occupancy, the business owner shall provide the town with a copy of its state permit to operate a liquor store.
3. All alcohol-related activities must meet all standards found in Chapter 10, alcoholic beverages, of the Little Elm Code of Ordinances.

Chapter 106 of the Little Elm Code of Ordinances allows liquor store uses to locate within the Light Commercial (LC) district, through a Specific Use Permit (SUP). The purpose of the SUP requirement is to allow the Town to determine the situational suitability and appropriateness of each particular proposal. This allows review of the proposed operation any potential nuisances, as well as possible mitigation efforts, on a case by case basis. Thus, the Administration has broad discretionary approval of the requested SUP.

Proposal.
The applicant is requesting approval of a liquor store as an allowed use on the subject property, for the purposes of on-premises sales of alcoholic beverages for off-premise consumption only. The applicant has provided a letter of intent describing a high-end, neighborhood one-stop-shop for beer, wine, and liquor.

The proposal includes a total SUP area of 3,040 square feet, with the submitted floor plan showing a typical retail store layout with aisles of shelves, walk-in-cooler, liquor storage, restrooms, and checkout area. The applicant has also provided pictures of the interior space of other liquor stores they own as a concept for the interior of this store, which will be adopted as part of the SUP Ordinance as the minimum standard. The proposed store hours are Monday through Saturday, 10AM to 9PM.

The owner currently operates the Liquor Mart located at 500 W. Eldorado and would like to expand their business to a second location within the town. Overall, the owner currently has 3 stores within Denton and Collin County with similar hours to what are being proposed.

Zoning Standards.
Design and Landscape Standards: There are no proposed exterior alterations to the approved “Site Development” plans and “New Commercial Shell” building plans.

Parking: The proposed use is required to be parked at a ratio of one parking space per 200 square feet of floor area. The existing site was developed through an approved Site Development Plan, which included two mixed-use (retail, and restaurant) buildings and requires a total of 127 parking spaces at full tenant occupancy. The site provides a total of 146 parking spaces which meets parking requirements.

Signage.
When a sign permit is submitted, it will be reviewed by town staff in accordance to chapters 86 and 106 of Town Code. According to Section 86-13 Permitted Signs, (14) Window, “[The] maximum sign area is 30 percent of the window area per wall. Signs exceeding 30 percent shall be calculated against the maximum wall sign area permitted, upon discretionary review and approval by the director.” Past SUP requests for Liquor Stores have had restrictions on window signage to allow only legally required signs and operational signs. Staff believes this an appropriate request for this location to ensure the store remains cohesive with the entirety of the site and creates an active

storefront.

Building and Fire Approval.
Should the SUP request be approved, Building and Fire will review specific interior finish out and signage plans for compliance with adopted building and fire codes.

Comprehensive Plan.
The Future Land Use Plan (FLUP) designates the subject property with a retail/commercial land use category, which is appropriate for the proposed establishment. Therefore, the requested SUP, if approved, would not be in conflict with the Town's vision for this area.

Recommended Action to Commission.
The purpose of an SUP is to add or modify specific land use rights to those already granted within a zoning district. Section 106.02.17 provides that each request considers the intensity of the proposed use within the context of the proposed location based on compatibility and suitability, and in evaluating the compatibility of the proposed use within the existing area context, "the town council may impose such additional development standards and safeguards as the conditions and locations indicate important to the welfare and protection of adjacent property from noise, vibration, dust, dirt, smoke, fumes, odor, gas, explosion, glare, offensive view, or other undesirable or hazardous conditions."

Given the purpose of a Specific Use Permit, Staff suggested several possible conditions that could be placed on this SUP request to help make it more appropriate within the context of the existing shopping center, as well as its proximity to other uses.

- Prior to issuance of a certificate of occupancy, the business owner shall provide the town with a copy of its state permit to operate as a bar, brewpub, or similar use.
- All alcohol-related activities must meet all standards found in Chapter 10, Alcoholic Beverages, of the Little Elm Code of Ordinances.
- No shelving in front of the glazing and limited window signage coverage to only legal and operational signs.

Staff recommended the Planning and Zoning Commission evaluate the proposed SUP request based on the presented information, in accordance with Section 106.02.17, and make a recommendation accordingly.

Commission Findings.
At their regular meeting on May 18, 2023 the Planning and Zoning Commission discussed the proposed SUP request and heard several residents from the adjacent neighborhood voice their concerns about the proximity to existing residential homes and the daycare across the street, increased vehicular traffic, increased crime and violence as a result of the proposed liquor store. The Commission deliberated the resident's concerns and clarified that from previous experience, liquor stores do not generate more police department calls then any other regular retailer. The Commission also clarified that the Town does not have a separation requirement for liquor uses from schools, churches, or residential structures.

The Commission came to a majority consensus that based on the purview allotted to them from the zoning perspective, there was not a basis for denial of the request. Therefore, the Commission recommended approval with the following conditions with a vote of five in favor and one in opposition.

- Prior to issuance of a certificate of occupancy, the business owner shall provide the town with a copy of its state permit to operate as a bar, brewpub, or similar use.

- All alcohol-related activities must meet all standards found in Chapter 10, Alcoholic Beverages, of the Little Elm Code of Ordinances.
- No shelving in front of the glazing and limited window signage coverage to only legal and operational signs.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDED ACTION:

Planning and Zoning Commission recommends **approval** subject to the following conditions:

- Prior to issuance of a certificate of occupancy, the business owner shall provide the town with a copy of its state permit to operate as a bar, brewpub, or similar use.
- All alcohol-related activities must meet all standards found in Chapter 10, Alcoholic Beverages, of the Little Elm Code of Ordinances.
- No shelving in front of the glazing and limited window signage coverage to only legal and operational signs.

Attachments

Ordinance No. 1710

Location Map

TOWN OF LITTLE ELM

ORDINANCE NO. 1710

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE TO GRANT A NEW SPECIFIC USE PERMIT FOR A LIQUOR STORE USE, ON PROPERTY LOCATED AT 11700 FM 423; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, Chapter 106 (Zoning) of the Little Elm Code of Ordinances, requires a Specific Use Permit be granted by Town Council in order to legally operate and occupy the subject property with a liquor store use while it is zoned Planned Development - Light Commercial (PD-LC) through Ordinance No. 1691; and

WHEREAS, a request for a Specific Use Permit for a liquor store use has been submitted by Dhaval Solanki, owner of Liquor Mart, on property located at 11700 FM 423; and

WHEREAS, Section 106.02.17 of the Little Elm Code of Ordinances provides that Town Council may impose such additional development standards and safeguards as the conditions and locations indicate important to the welfare and protection of adjacent property from noise, vibration, dust, dirt, smoke, fumes, odor, gas, explosion, glare, offensive view, or other undesirable or hazardous conditions; and

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

WHEREAS, at its regular meeting held on May 18, 2023 the Planning & Zoning Commission considered and made recommendations on a request to grant a Specific Use Permit for a liquor store within Suite 250, located in the center of the northern building on the subject property, totaling 3,040 square-feet (Case No. SUP-23-01048); and

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

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

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

SECTION 2. AMENDMENT. That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, as amended, is hereby amended by the following:

A. Granting a Specific Use Permit authorizing a liquor store on the property located at 11700 FM 423, subject to the following conditions:

1. Prior to the issuance of a Certificate of Occupancy, said Property shall be improved in accordance with the site plan and floor plan, and in accordance with attached interior examples, which are attached hereto as Exhibit A and made a part hereof for all purposes.

2. The Specific Use Permit granted herein for a liquor store shall be limited to that particular area designated on the approved site plan, within Suite 250, located in the center of the northern building on the subject property, as encompassing a total area not to exceed 3,040 square feet.

3. Prior to issuance of a certificate of occupancy, the business owner shall provide the town with a copy of its state permit to operate as a liquor store.

4. All alcohol-related activities must meet all standards found in Chapter 10, Alcoholic Beverages, of the Little Elm Code of Ordinances.

5. No shelving shall be located in front of the storefront glazing and there shall only be limited window sign coverage, or none at all.

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

SECTION 4. PENALTY. Any person, firm, or corporation violating any of the provision of this Ordinance shall be punished by a penalty of a fine not to exceed the sum of Two Thousand Dollars ($2,000) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 5. SEVERABILITY. The sections, paragraphs, sentences, phrases, and words of this Ordinance are severable, and if any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid or unconstitutional, the adjudication shall not affect any other section or provision of this Ordinance or the application of any other section or provision to any person, firm, corporation, situation or circumstance, nor shall adjudication affect any other section or provision of the New Zoning Ordinance of the Town of Little Elm, Texas, and the Town Council hereby declares that it would have adopted the valid portions and applications of this Ordinance (which includes the New Zoning Ordinance) without the invalid parts and to this end the provisions of this Ordinance shall remain in full force and effect.

SECTION 6. REPEALER. That all ordinances of the Town of Little Elm in conflict with the provisions of this Ordinance are hereby repealed to the extent of that conflict.

SECTION 7. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its adoption in accordance with and as provided by law and the Town Charter.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 18th day of July, 2023

The Town of Little Elm, Texas

_____

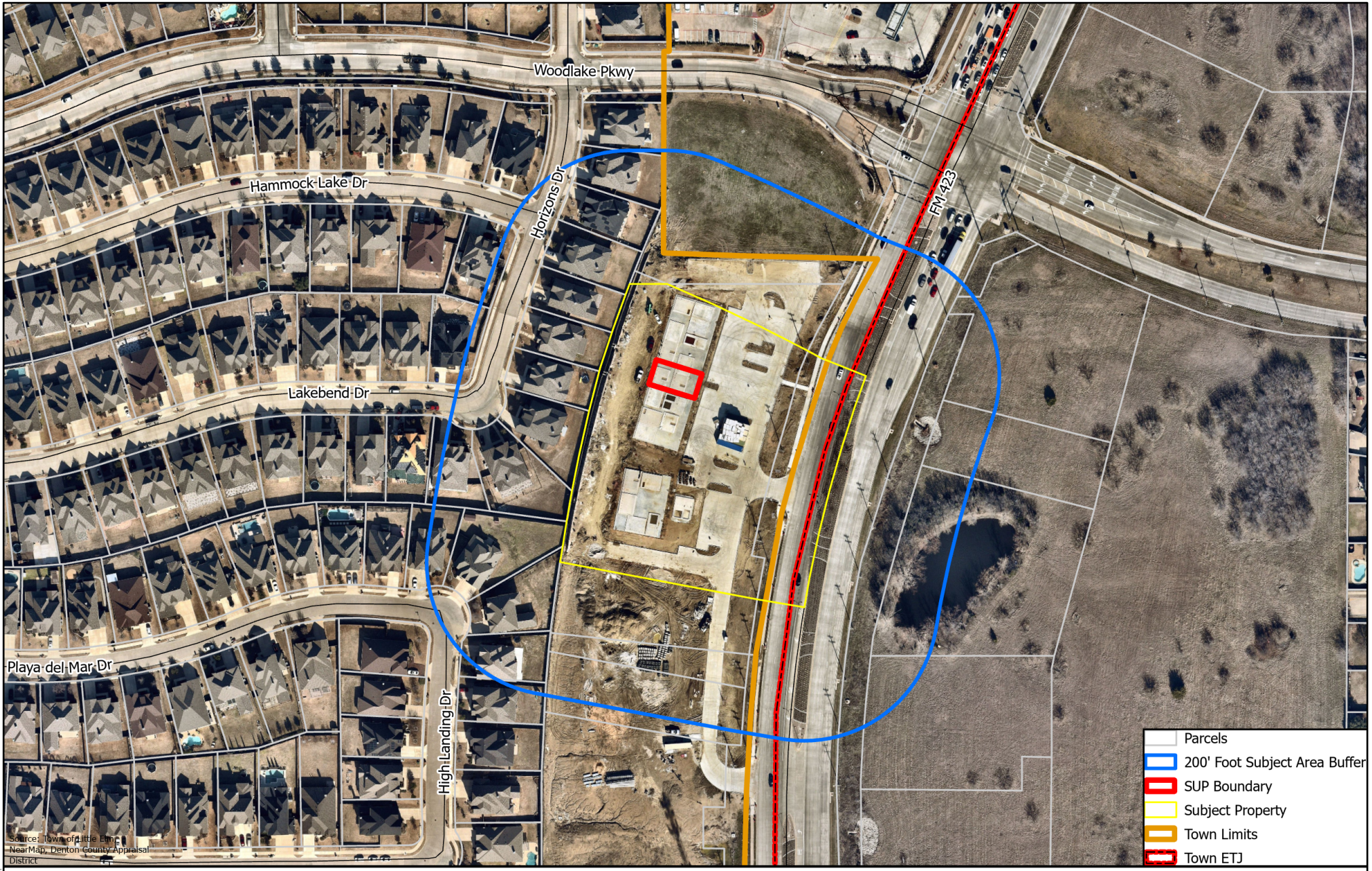
Curtis J. Cornelious, Mayor

ATTEST:

_____

Caitlan Biggs, Town Secretary

ATTACHMENT – EXHIBIT A



LITTLE ELM

Specific Use Permit: Liquor Mart
11700 FM 423, Suite 250, Little Elm, TX, USA

Town of Little Elm
Denton County, Tx
Date: 5/1/2023

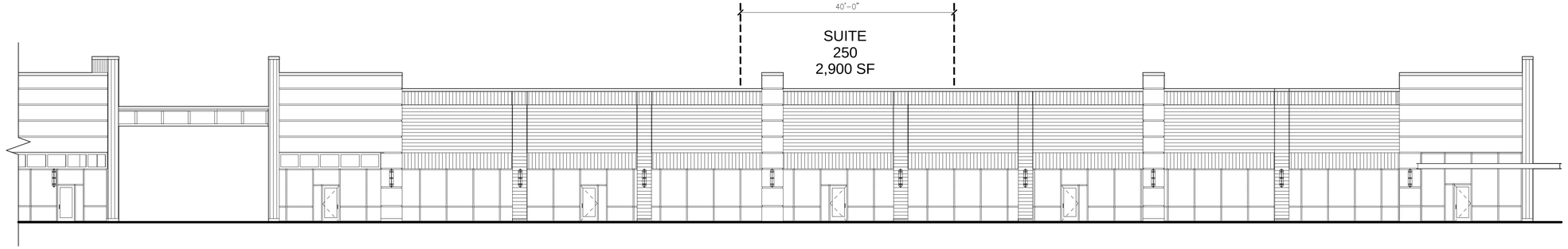
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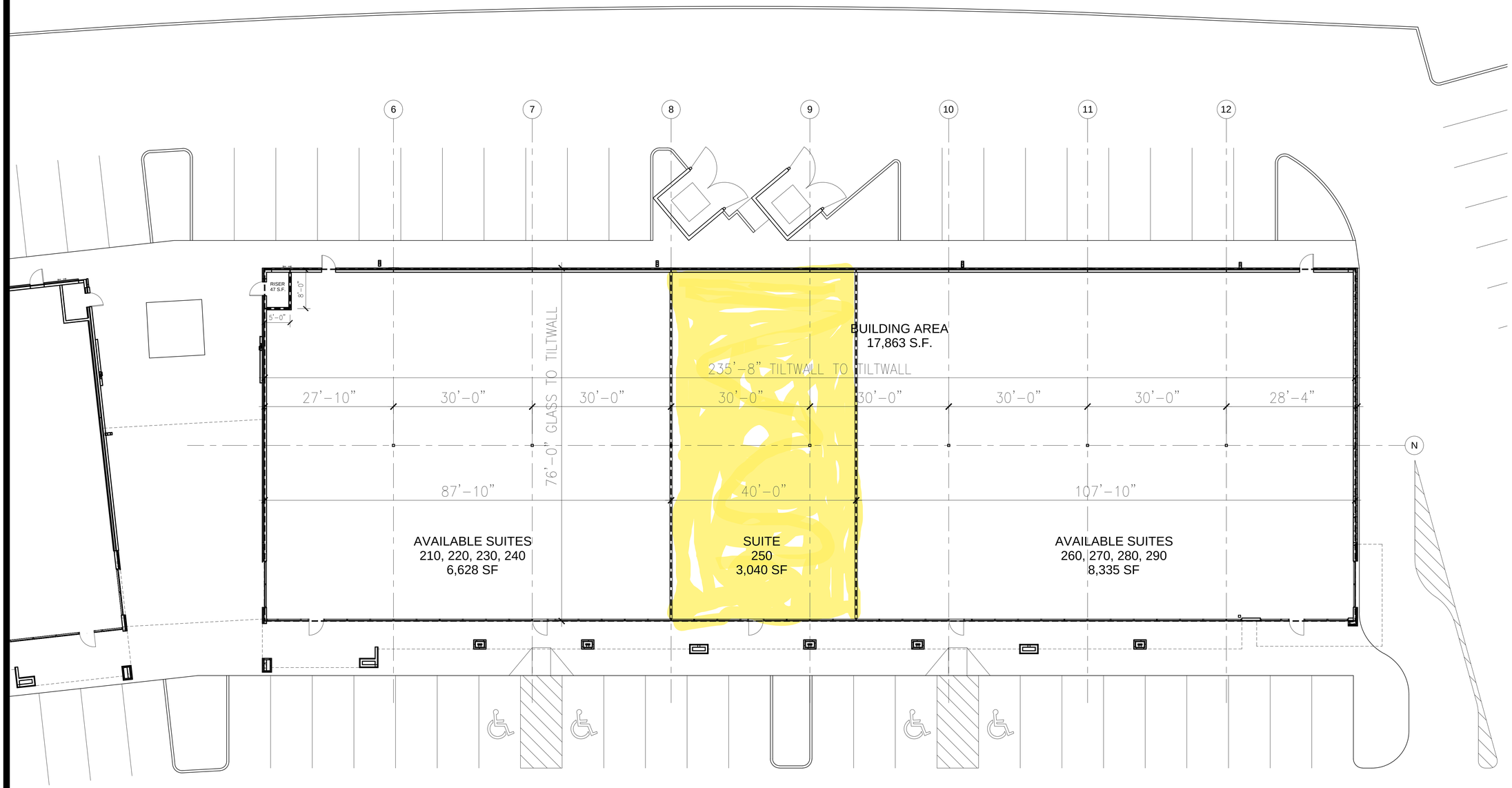


This product is to be used for graphical representation only. The accuracy is not to be taken/ used
as data produced for engineering purposes or by a Registered Professional Land Surveyor
for the State of Texas. For this level of detail, supervision and certification of the produced data by a Registered 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.

Project Location: G:\GIS\PerTownEmployee\DevServices\Jose\Location.mxd



2 TENANT ELEVATION - BLDG B
3/32" = 1'-0"



1 TENANT LEASE PLAN - BLDG 200
3/32" = 1'-0"

KM REALTY ADVISORS, LLC

KM REALTY ADVISORS LLC
7500 SAN FELIPE, SUITE 750
HOUSTON, TX 77063
PH (713) 690-2700
FAX (713) 690-0102
CONTACT: RANDY KEITH

ISSUE		
	LEASE PLAN	03-20-23

Heights Venture
ARCHITECTURE DESIGN

HOUSTON
1111 North Loop West, Suite 800
Houston, Texas 77008
713 869 1103 V

DALLAS
5741 Legacy Drive, Suite 320
Plano, Texas. 75024
972 490 7292 V

REGISTERED ARCHITECT
MICHAEL ADAM KRANE JR.
22709
STATE OF TEXAS
03-20-2023

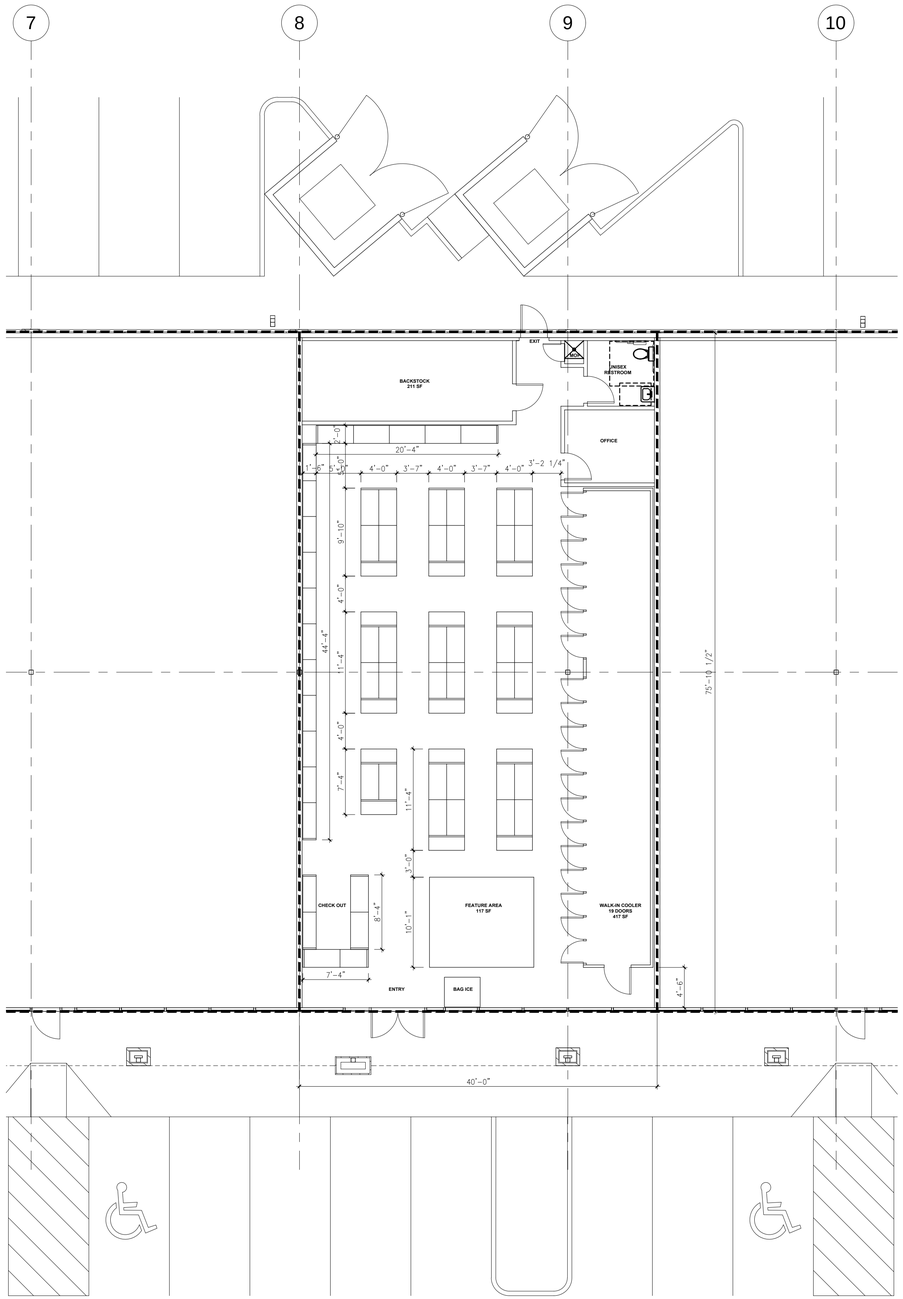
LITTLE ELM RETAIL CENTER BLDG 200

11700 FARM TO MARKET
ROAD NO. 423
LITTLE ELM, TEXAS

Project Number: 18165
Date Plotted: 03/03/2022
Drawn By: MK
Checked By: MK
File Name:

A9.5
TENANT LEASE PLAN

© COPYRIGHT 2023 HEIGHTS VENTURE



1 SUITE 250 - LIQUOR STORE FLOOR PLAN
1/8" = 1'-0"

ISSUE		
	LEASE PLAN	03-20-23

Heights Venture
ARCHITECTURE DESIGN

HOUSTON
1111 North Loop West, Suite 800
Houston, Texas 77008
713 869 1103 V

DALLAS
5741 Legacy Drive, Suite 320
Plano, Texas. 75024
972 490 7292 V

MICHAEL ADAM FRANEY
REGISTERED ARCHITECT
27709
STATE OF TEXAS
03-20-2023

LITTLE ELM RETAIL CENTER BLDG 200

11700 FARM TO MARKET
ROAD NO. 423
LITTLE ELM, TEXAS

Project Number: 18165
Date Plotted: 03/03/2022
Drawn By: MK
Checked By: MK
File Name

A1.1
LIQUOR STORE
FLOOR PLAN

© COPYRIGHT 2023 HEIGHTS VENTURE

Sample floor Plan



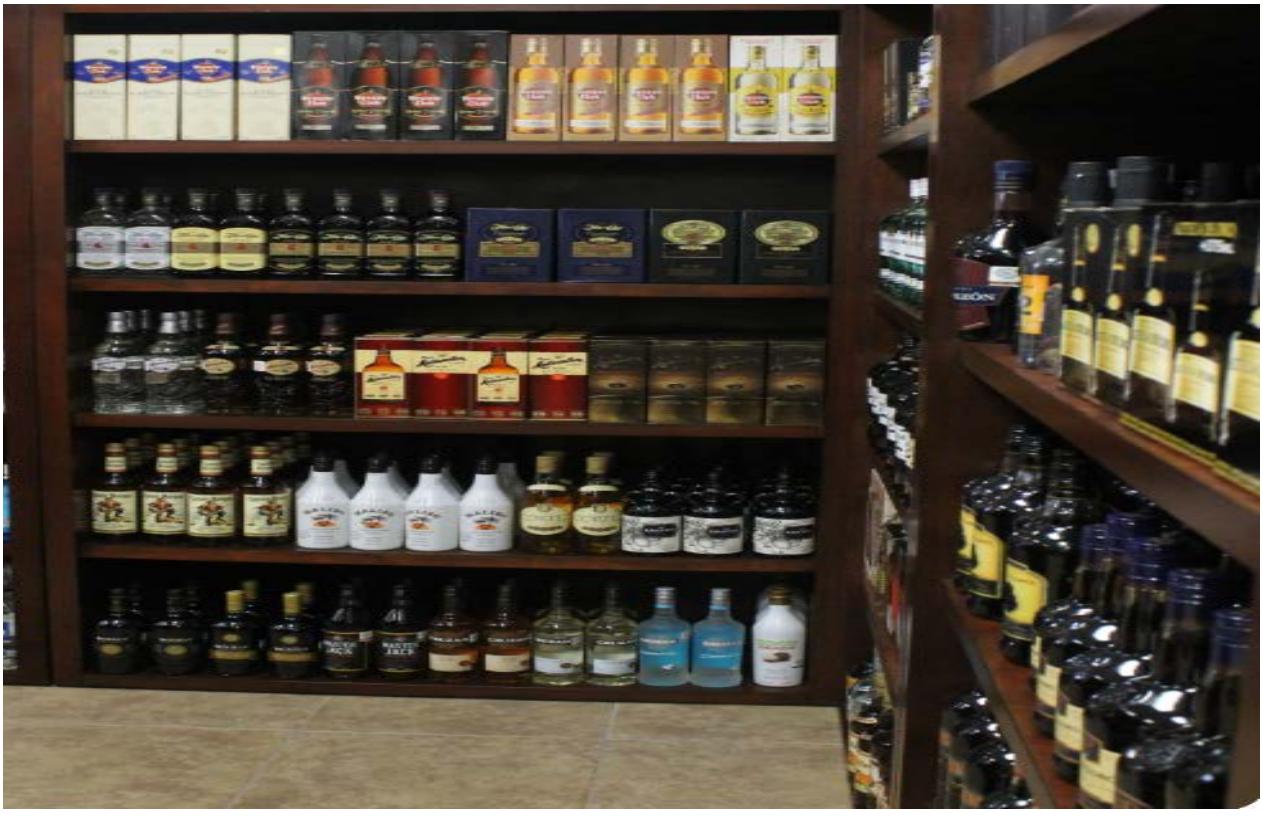
Micheal will be sending by tomorrow Morning.

Liquor Mart Future site – Little Elm – Floor layout



Liquor Mart Future site – Little Elm – Inside shelves layout



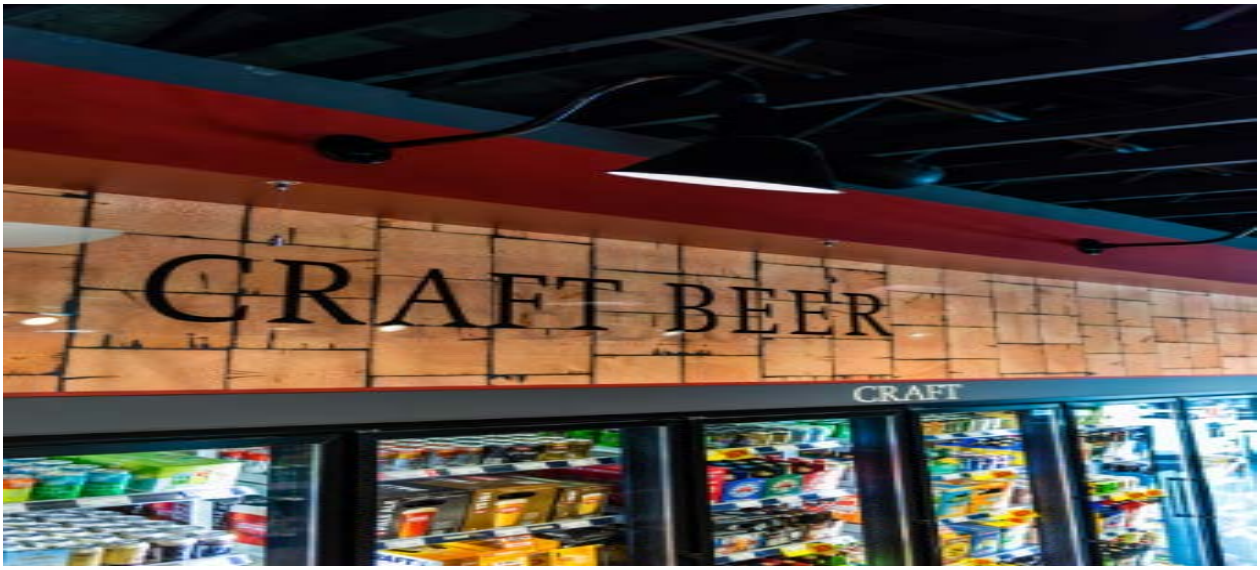


Liquor Mart Future site – Little Elm -Store Checkout counter





Liquor Mart Future site – Little Elm – Outside cooler layout



Liquor Mart Future site – Little Elm – Inside cooler layout



Liquor Mart Future site – Little Elm

Below Wood + Metal Shelves and wooden shelves will be used inside the store.





Date- April 10, 2023

From Dhaval Solanki
EKADANTAYA LLC
1409 Isaac Ln
McKinney Texas 75071

Subject: Revised Letter of intent for Liquor Mart Store at 11700 FM 423, Suite 800, Little Elm, TX 75068

To Whom it may concern,

I am writing this letter of intent to the City of Little Elm as part of my application to open a liquor store at shops at Panther Creek located at 11700 FM 423, Suite 800, Little Elm, TX 75068.

I am a business entrepreneur. I started my business journey back in 2014 and later I bought first my Liquor store at Allen TX dba name as Liquor Mart. Currently I have 3 Liquor Mart Locations in DFW metroplex areas. We Love our customers. We give first class services when they visit our stores. We have known as best whiskey, Vodka, Rum, Tequila and beer selection stores in Denton and Collin County. I will be able help the local economy and I will provide jobs for employees. There will be at least 3 employees working at any given time at this locations.

Liquor Mart is Owned by Mr Dhaval Solanki who has successfully managed and owned 3 locations in DFW metroplex areas. This is family business, and it will be managed by his family member.

This will be very high end and unique Liquor Store in Town of Little Elm. It will not be same as regular mom and pop liquor stores. We have known for our best selections for whiskey, Vodka, Rum, Tequila, and beer.

A few of my innovations will contribute to society by raising awareness for safe drinking and drinking under the influence. There will be banner and signs throughout the store to help customer understands the consequences of being under the influence of alcohol. There will also be banners with the hotline for Substance Abuse and Selling to Minors. The store will actively support the Foundation for Advancing Alcohol Responsibility Resource Center and continue to provide staff training.

Store operations will include strict protocol for employees to check photo ID before any attempted purchase, thus denying those who are underage or do not have photo ID the right to purchase alcohol and tobacco products.

All customers will be asked to show photo ID before making a purchase. If a customer does not have photo ID or is underage, the purchase will be rejected, and the individual will be asked to leave the premises immediately.

Version 2.0

Letter Of Intent for Liquor Mart

Liquor Mart is going to operate a standard and licensed neighborhood liquor store that will retail a wide range of liquors, beers, and fine wines just like any other licensed and standard liquor store in the state of Texas. Hours of operation will be Monday through Saturday from 10:00 am to 9:00 pm and Sunday Closed. Also, we will be closed on Thanksgiving day, Christmas Day and Jan-1.

Store Hours will be as below for Liquor Mart located at 11700 FM 423, Suite 800, Little Elm, TX 75068.

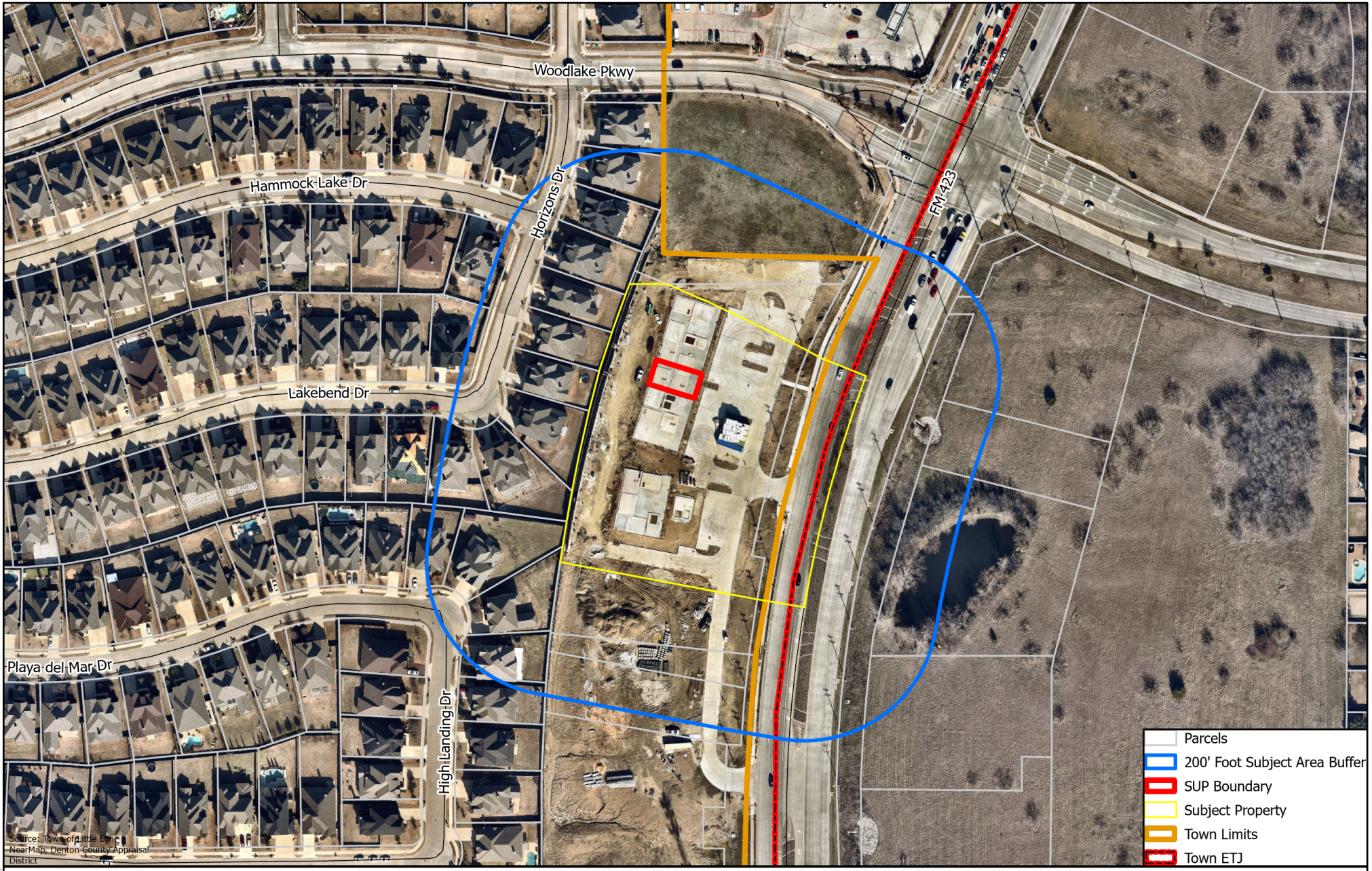
Monday	10:00 AM to 9:00 PM
Tuesday	10:00 AM to 9:00 PM
Wednesday	10:00 AM to 9:00 PM
Thursday	10:00 AM to 9:00 PM
Friday	10:00 AM to 9:00 PM
Saturday	10:00 AM to 9:00 PM

There will be two separate locations for Liquor Mart in Town of Little Elm. Current Liquor Mart is located at 500 W Eldorado Pkwy #200, Little Elm, TX 75068, and this Location will remain as it is to serve local residents. The New location (Location # 2) will be at 11700 FM 423, Suite 800, Little Elm, TX 75068. New Location will have more variety of selection of whiskey, Vodka, Rum, Tequila, and beers. Location # 2 will be very high end and unique Store in Town of Little Elm.

Best Regards,
Dhaval Solanki

Dhval Solanki

EKADANTAYA LLC



LITTLE ELM

Specific Use Permit: Liquor Mart
11700 FM 423, Suite 250, Little Elm, TX, USA

Town of Little Elm
Denton County, Tx
Date: 5/1/2023

N

0 50 100 200
US Feet



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.

Project Location: G:\GIS\PerTownEmployee\DevServices\Jose\Location.mxd

Date:	07/18/2023
Agenda Item #:	6. B.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Olga Chernomorets, Planning Manager

AGENDA ITEM:

Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1713 Regarding a Request to Rezone Approximately 35 Acres of Land, Currently Zoned as Planned Development based on Light Commercial and Multifamily District Standards (Ordinance No. 1589), Generally Located on the Northwest Corner of US Highway 380 and FM 2931, within Little Elm's Town Limits, in Order to Allow for a 1,112 Square Foot, On-Site Resident-Only Resource Center for the Existing Planned Development District.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1713:

DESCRIPTION:

Location.
Located on the northwest corner of US Highway 380 and FM 2931, within Little Elm's town limits.

Background and Proposal.
Subject property consists of a recently completed, approximately 10-acre, multifamily community development. Subject property is currently zoned Planned Development (PD) through Ordinance No. 1283, as amended by Ordinance No. 1589, which encompasses several tracts of land, totaling 35 acres. Originally, the existing PD was envisioned as a large scale mixed-use development, providing for multifamily residential along the norther and western portion, utilizing the remainder of the land for retail/commercial uses anchored by a large big-box tenant.

Originally, the subject property was intended to fully consist of a certain number of multifamily units with associated amenities, as outlined within the approved development plans. Recently, the property has remodeled one of the existing dwelling units into a commercial unit in order to accommodate Project Access, an amenity intended to solely serve the multifamily community. However, the operation offers a variety of functions and resources that do not fall under the

previously approved residential use, and do not align with the approved development plans.

Project Access is a non-profit partner currently serves residents in nearly 80 housing communities throughout (15) states including California, Arizona, Colorado, Nevada, Texas, Illinois, Georgia, North Carolina, South Carolina, Maryland, Tennessee, Utah, Missouri, Washington and Florida. Project Access offers tailored programs to each community including but not limited to adult educational workshops, health and wellness classes, community building events and supporting resident youth with a drop-in After School Program, where youth can receive homework assistance and tutoring, as well as, participate in enrichment activities (i.e. arts & crafts, STEAM projects, etc.).

Project Access would provide free resources for Alta 3Eighty multifamily community residents only. The Scope of Services for Alta 3Eighty will be focused on Project Access's four key initiatives: Education for Youth, Health & Wellness, Economic Stability, and Community Engagement. The enrichment and learning resource center is not a daycare or school, for-profit tutoring center, commercial amusement, or assembly space, and is solely intended to be an added amenity for the residents. The existing Planned Development would need to be amended in order to allow Project Access to occupy the proposed unit, by establishing the use and clearly defining the operation, including it as a permitted use on this property, and specifically indicating its size and location, as identified on the attached plans.

Staff has worked with the applicant to explicitly identify the programming and operation of the space to ensure it would not result in potential nuisances to the adjacent residential units, as well as if the property was to change hands. Moving forward, the proposed operation will be referred to as the Resident Enrichment and Resource Center, which Staff is proposing to be defined within the PD Ordinance as follows:

> **Resident Enrichment and Resource Center** is an on-site, 1,112-square foot, Alta 3Eighty multifamily community resident-only amenity space, for the purposes of providing after school youth education programming, adult educational, health, wellness or skill-building classes, and community engagement in the form of seasonal and community building events. Hours of operation not to exceed Monday through Friday 9am to 8pm, with allowance for up to two weekend events per month only between the hours of 9am and 8pm; Resident Services Coordinator (RSC) must be present during operational hours and for any events.

The proposed programming plan for the Alta 3Eighty Multifamily Community as outlined below, provides additional details with regard to the language within the definition for Resident Enrichment and Resource Center, and will also be incorporated into the PD Ordinance.

- **A Resident Services Coordinator (RSC)** dedicated to providing residents with individualized assistance including accessing information, referrals to resources and specialized services and translation support. Additionally, the RSC will be available to assist individual residents with employment assistance, computer basics, copy/fax, etc. The RSC will be on site any time the center is open and is responsible for overseeing all activities and events to ensure minimal nuisance to adjacent residential units.
- **Education for Youth** — staff will plan and coordinate an on-site after-school program for youth, ages 6 and up, residing within the Alta 3Eighty Multifamily Community. Activities and programming may include but are not limited to homework assistance, tutoring, and enrichment activities such as arts & crafts, STEAM projects, etc. After-school program provides a safe, secure, supportive and welcoming environment, and will be offered for Monday through Friday, primarily between the hours of 9am and 5pm, but may on occasion extend to 8pm.

- **Adult Educational, Health, Wellness and Skill-Building** — Staff will provide and/or coordinate a variety of adult education, health & wellness programs including but not limited to financial education, computer training, employment assistance, ESL classes, nutrition education, fitness and exercise classes, health information/awareness, and healthy eating/cooking demonstrations. Programs will be offered for Monday through Friday, primarily between the hours of 9am and 5pm, but may on occasion extend to 8pm.
- **Community Engagement** —Staff will plan and facilitate Alta 3Eighty Multifamily Community building events and various opportunities to encourage a stronger sense of connectivity, engagement and safety among the residents, as well as give residents an opportunity to actively serve their own community. Events may include, but are not limited to, holiday celebrations, seasonal gatherings, health and/or resource fairs, resident appreciation events, community safety and awareness events, etc. All community events will be limited to Monday through Friday, with allowance for up to two events per month, only between the hours of 9am and 8pm. RSC must be present during all events.

Recommendation to Commission.
Staff believes the Resident Enrichment and Resource Center within the Alta 3Eighty Multifamily Community is a great amenity for the residents. The proposed use is essentially a residential amenity which does meet the intent of the originally approved PD Ordinance, and incorporating the definitions and outline programming above, will allow the Town to have the necessary safeguards to ensure no potential nuisances to the residents even if the property changes hands.

Staff recommended the Planning and Zoning Commission review the provided information based on the original intent of this PD Ordinance as well as the details of the proposed use.

Commission Findings.
At their regular meeting on June 15, 2023 the Planning and Zoning Commission discussed the request with regard to the proposed activity, hours of operation, responsibility for policing nuisances and signage, and noise mitigation. The Commission unanimously (6-0) recommended approval of the request without conditions.

BUDGET IMPACT:

This item has no budget impact.

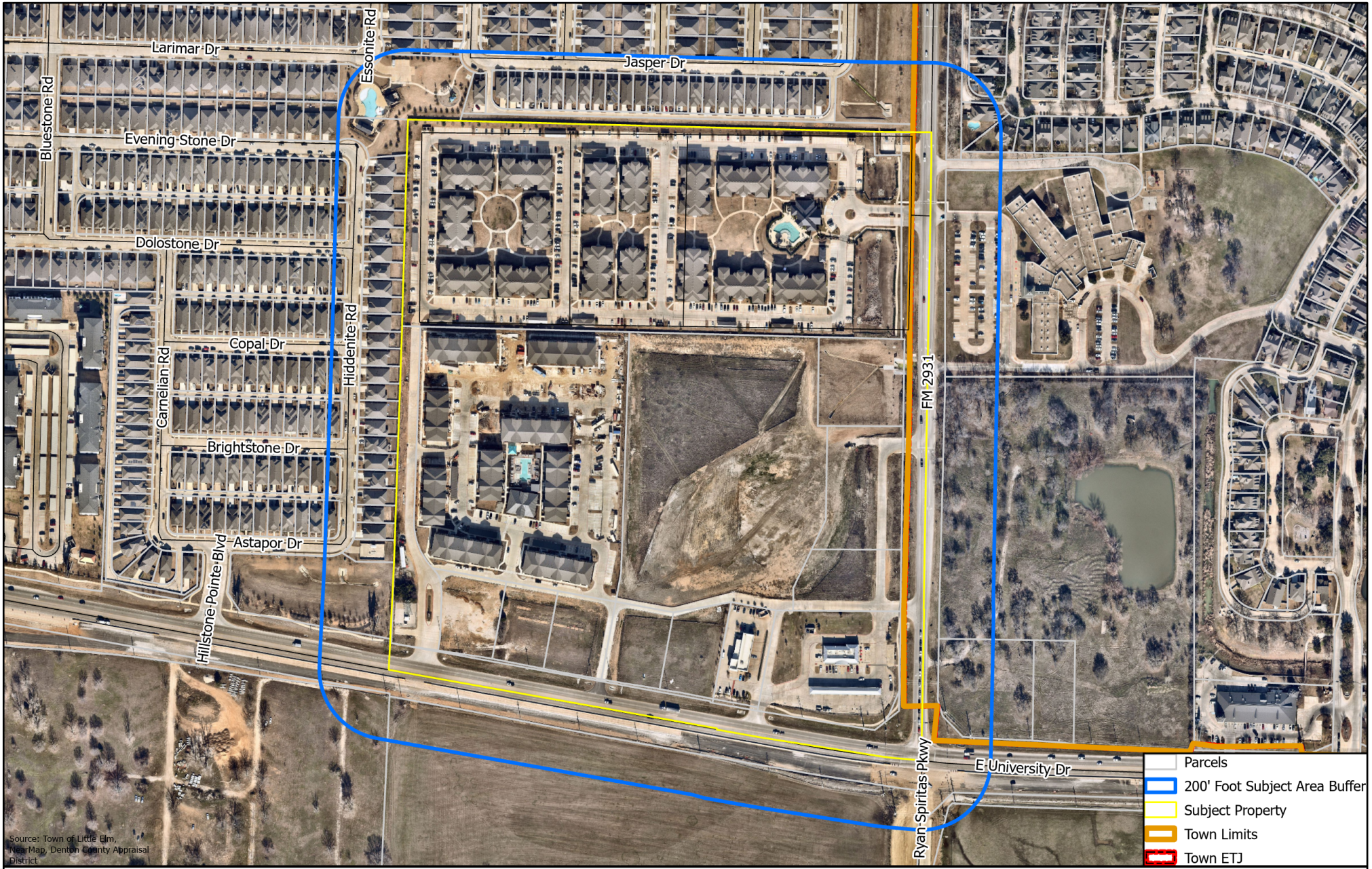
RECOMMENDED ACTION:

The Planning and Zoning Commission recommend approval of the request as presented.

Attachments

Location Map

Ordinance No. 1713

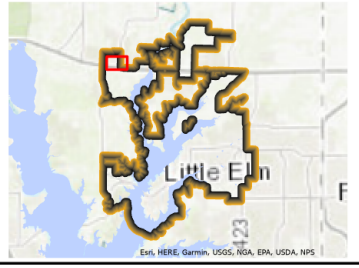


LITTLE ELM

Alta 3Eighty PD Amendment
26535 E UNIVERSITY AUBREY, TX

Town of Little Elm
Denton County, Tx
Date: 5/19/2023

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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.

Project Location: G:\GIS\PerTown\Employee\DevServices\Jose\Location.mxd

TOWN OF LITTLE ELM

ORDINANCE NO. 1713

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING EXISTING PLANNED DEVELOPMENT ORDINANCE NO. 1589 IN ORDER TO ESTABLISH NEW DEFINITIONS AND STANDARDS TO ALLOW AN ON-SITE RESIDENT ENRICHMENT AND RESOURCE CENTER; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, a request for an amendment to existing Planned Development Ordinance No. 1589, on approximately 11.7037 acres of land, more specifically described in the exhibits, attached hereto; and

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

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

WHEREAS, at its regular meeting held on June 15, 2023 the Planning & Zoning Commission considered and made recommendations on a request for an amendment to existing Planned Development Ordinance No. 1589, (Case No. PD-23-01551); and

WHEREAS, after due deliberations and consideration of the recommendation of the

Planning & Zoning Commission and any other information and materials received at the public hearing, the Town Council of the Town of Little Elm, Texas, has determined that the request is in the interest of public health, safety and welfare of the citizens of the Town of Little Elm.

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

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

SECTION 2. ZONING AMENDMENT That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by amending existing Planned Development Ordinance No. 1589, in order to establish new definitions and standards to allow for an on-site Resident Enrichment and Resource Center, generally located at 26535 E. University Drive, within Little Elm's town limits, approximately 11.7037 acres of land more particularly described as **Exhibit A**, and attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

SECTION 3. CONDITIONS AND REGULATIONS. The permitted uses and standards shall be in accordance with existing Planned Development Ordinance No. 1589, plus as specified herein:

a) Establishing and defining the following use as allowed by-right, as depicted in **Exhibit B**.

    1. **Resident Enrichment and Resource Center** is an on-site, 1,112-square foot, Alta 3Eighty multifamily community resident-only amenity space, for the purposes of providing after school youth education programming, adult educational, health, wellness or skill-building classes, and community engagement in the form of seasonal and community building events. Hours of operation not to exceed Monday through Friday 9am to 8pm, with allowance for up to two weekend events per month only between the hours of 9am and 8pm; Resident Services Coordinator (RSC) must be present during operational hours and for any events.

b) Establishing the following programming plan for the Alta 3Eighty Multifamily Community as outlined below and providing additional details with regard to

the language within the definition for Resident Enrichment and Resource Center. The operation of the Resident Enrichment and Resource Center must fully adhere to criteria outlined below.

1. **Resident Services Coordinator (RSC)** is dedicated to providing residents with individualized assistance including accessing information, referrals to resources and specialized services and translation support. Additionally, the RSC will be available to assist individual residents with employment assistance, computer basics, copy/fax, etc. The RSC will be on site any time the center is open and is responsible for overseeing all activities and events to ensure minimal nuisance to adjacent residential units.

2. **Education for Youth** — staff will plan and coordinate an on-site after-school program for youth, ages 6 and up, residing within the Alta 3Eighty Multifamily Community. Activities and programming may include but are not limited to homework assistance, tutoring, and enrichment activities such as arts & crafts, STEAM projects, etc. After-school program provides a safe, secure, supportive and welcoming environment, and will be offered for Monday through Friday, primarily between the hours of 9am and 5pm, but may on occasion extend to 8pm.

3. **Adult Educational, Health, Wellness and Skill-Building** — Staff will provide and/or coordinate a variety of adult education, health & wellness programs including but not limited to financial education, computer training, employment assistance, ESL classes, nutrition education, fitness and exercise classes, health information/awareness, and healthy eating/cooking demonstrations. Programs will be offered for Monday through Friday, primarily between the hours of 9am and 5pm, but may on occasion extend to 8pm.

4. **Community Engagement** — Staff will plan and facilitate Alta 3Eighty Multifamily Community building events and various opportunities to encourage a stronger sense of connectivity, engagement and safety among the residents, as well as give residents an opportunity to actively serve their own community. Events may include, but are not limited to, holiday celebrations, seasonal gatherings, health and/or resource fairs, resident appreciation events, community safety and awareness events, etc. All community events will be limited to Monday through Friday, with allowance for up to two events per month, only between the hours of 9am and 8pm. RSC must be present during all events.

SECTION 4. PLANNED DEVELOPMENT MASTER PLAN. The Concept Plan Exhibit and related plans, images, and documents approved and described, as **Exhibit B** attached hereto and made a part hereof are approved in addition to those existing within Planned Development Ordinance No. 1589. The subject property shall be improved in accordance with the plans set forth in **Exhibit B**.

a) If, after two years from the date of approval of the Planned Development Master Plan, no substantial development progress has been made within the PD, then the Planned Development Master Plan shall expire. If the Planned Development Master Plan expires, a new Planned Development Master Plan must be submitted and approved according to the procedures within the Zoning Ordinance, Planned Development Districts. An extension of the two year expiration shall be granted if a development application for the PD has been submitted and is undergoing the development review process or if the Director of Development Services determines development progress is occurring.

b) The Planned Development Master Plan shall control the use and development of the property, and all building permits and development requests shall be in accordance with the plan until it is amended by the City Council.

c) If a change to the Concept Plan, if any, is requested, the request shall be processed in accordance with the development standards in effect at the time the change is requested for the proposed development.

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

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

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

SECTION 7. SEVERABILITY. The sections, paragraphs, sentences , phrases, and words of this Ordinance are severable, and if any section or provision of this ordinance or the

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 18th day of July, 2023.

Town of Little Elm, Texas

_____
Curtis Cornelious, Mayor

ATTEST:

_____
Caitlan Biggs, Town Secretary

Exhibit A

Metes and Bounds

BEING a 10.000 acre tract of land situated in the Marsella Jones Survey, Abstract No. 662, Town of Little Elm, Denton County, Texas and being part of a called 54.765 acre tract of land described the Special Warranty Deed to 2931 Commercial, LP, recorded in Document Number 2008-132752, Official Records, Denton County, Texas, (O.R.D.C.T.), and being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod with yellow plastic cap stamped “Petitt RPLS 4807” found in the north right-of-way line U.S. Highway no. 380, (a variable width public right-of-way) at the southeast corner of Lot 4X, Block J of Hillstone Pointe Phases 1A, 2 and 3, an addition to the Town of Little Elm, Texas according to the plat thereof recorded in Document Number2019-307 O.R.D.C.T. and being in the west line of said 54.7695 acre tract of land;

THENCE along said north right-of-way line, the following:

South 1°57' 18" West, a distance of 15.25 feet to a 1/2-inch iron rod with plastic cap stamped "Metroplex" bears North 3°39'45" East, a distance of 1.09'

South 79°32'21” East, a distance of 272.92 feet to a 5/8-inch iron rod with yellow plastic cap stamped “Petitt RPLS 4807” found for corner;

South 82°25'04” East, a distance of 100.12 feet to a 5/8-inch iron rod with yellow plastic cap stamped “Petitt RPLS 4807” found for corner;

South 79°33'19” East, a distance of 242.77 feet to a point for corner;

THENCE over and across said 54.765 acre tract of land, the following:

North 10°26'41” East, a distance of 235.00 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” set for the POINT OF BEGINNING;

North 79°33'19" West, a distance of 536.51 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” set in the east line of a variable width Access Road Easement as described in the Declaration of Easements and Restrictions recorded in Document Number 2017-61883, O.R.D.C.T. and being the beginning of a nontangent curve to the right having a central angle of 46°15'58", a radius of 187.00 feet, a chord bearing and distance of North 21°10'41" West, 146.93 feet;

In a northwesterly direction, with the east line of said Access Road Easement and with said curve to the right, an arc distance of 151.00 feet to a point for corner and being the point of tangency;

North 01°57'18" East, continuing with the east line of said Access Road Easement,

distance of 555.52 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” set for corner in the south line of that called 19.8462 acre tract of land described in the Special Warranty Deed to The Landing at Little Elm Apartments, LLC recorded in Document No. 2020-175351, O.R.D.C.T.;

THENCE South 88°30'32" East along said south line, a distance of 601.01 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” set point for corner;

THENCE over and across said 54.765 acre tract of land, the following:

South 1°57'18" West, a distance of 690.04 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” set for corner;

South 10°26'41" West, a distance of 85.61 feet to the POINT OF BEGINNING and containing a computed area of 435,597 square feet of 10.00 acres of land.

Exhibit B

Development Plans, Images, and Documents

PROJECT DATA

SITE AREA:	9.928 ACRES
APARTMENT BUILDING:	(9) THREE STORY BUILDINGS 286,969 GSF 266,654 NRSF 926 SF AVERAGE UNIT SIZE 288 UNITS
LEASING /CLUB:	4982SF
PROVIDED PARKING:	504 SURFACE SPACES @ 1.75 SPACE / UNIT
REQUIRED PARKING:	504 SPACES 11 TOTAL ACCESSIBLE SPACES 8 ACCESSIBLE SPACES 3 VAN ACCESSIBLE SPACES

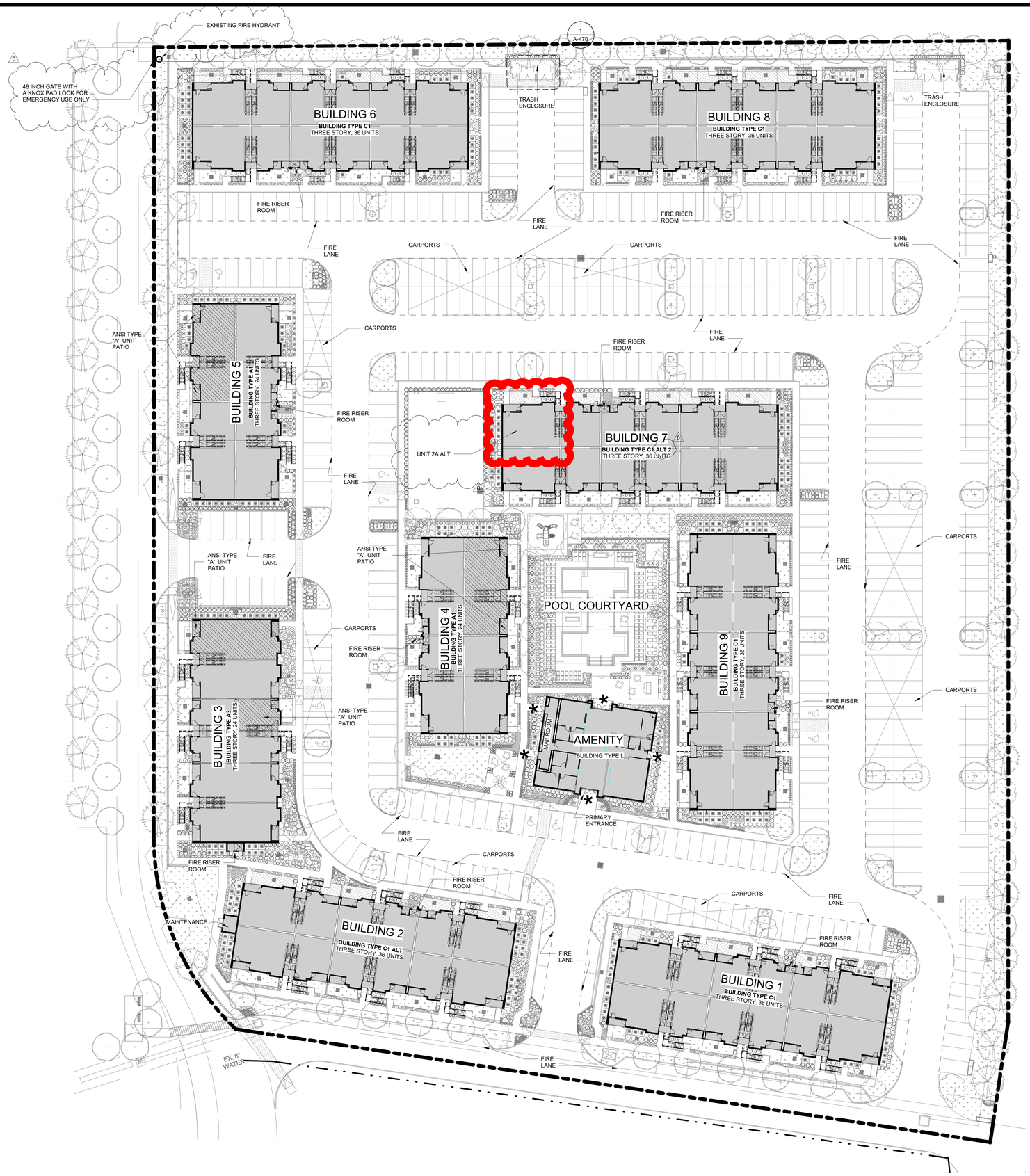
SITE PLAN GENERAL NOTES:

1. REF. CIVIL AND MEP FOR UTILITY ENTRY POINTS
2. REF. MEP AND ENLARGED PLANS FOR ELECTRICAL METER LOCATIONS.
3. FIRE COMMAND CENTER FOR EACH BUILDING LOCATED AT RISER ROOM AS SHOWN
4. REF. CIVIL PLANS FOR DIMENSIONAL CONTROL OF SITE PLAN ELEMENTS RELATIVE TO PROPERTY LINE BOUNDARY.
5. REF. CIVIL PLANS FOR ALL FIRE LANE, DRIVE LANE, AND PARKING DIMENSIONAL CONTROL (INC. RADIUS)
6. REF. CIVIL PLANS FOR ALL FINISHED FLOOR ELEVATIONS.

* BUILDING ENTRANCE/EXIT (PER 1105.1 MIN. 60% OF PUBLIC ENTRANCES TO BE ACCESSIBLE)

ANSI TYPE A UNITS

Project Access
Unit 7101



1 A-S-010 ARCHITECTURAL SITE PLAN

1" = 30'-0"

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DESIGN BALANCE, INC.
2231 RIDGE ROAD
SUITE 200
ROCKWALL, TX 75087
214.668.2306

OWNER:
WOOD PARTNERS
WOOD PARTNERS
5440 HARVEST HILL ROAD
SUITE 206
DALLAS, TEXAS 75230

ALTA 3EIGHTY
LITTLE ELM, TEXAS

ISSUED FOR CONSTRUCTION

SEAL: ISSUED FOR CONSTRUCTION

REGISTERED ARCHITECT JOHN M. WOMBLE 24393 STATE OF TEXAS

JOHN M. WOMBLE, AIA
05/05/2021

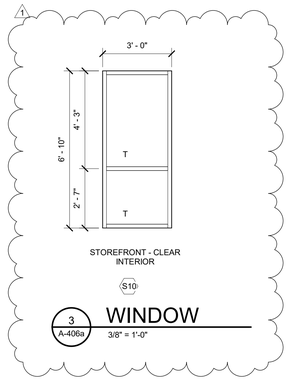
PROJECT NUMBER:
20020

DATE ISSUED:
05/05/2021

REVISIONS:
0 07/16/2021 IFC

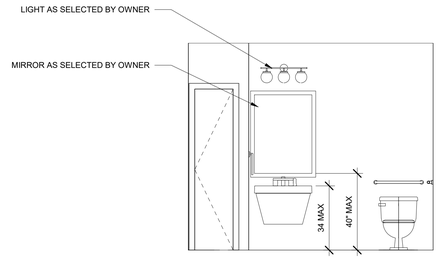
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SITE PLAN

SHEET NAME:
A-S-010



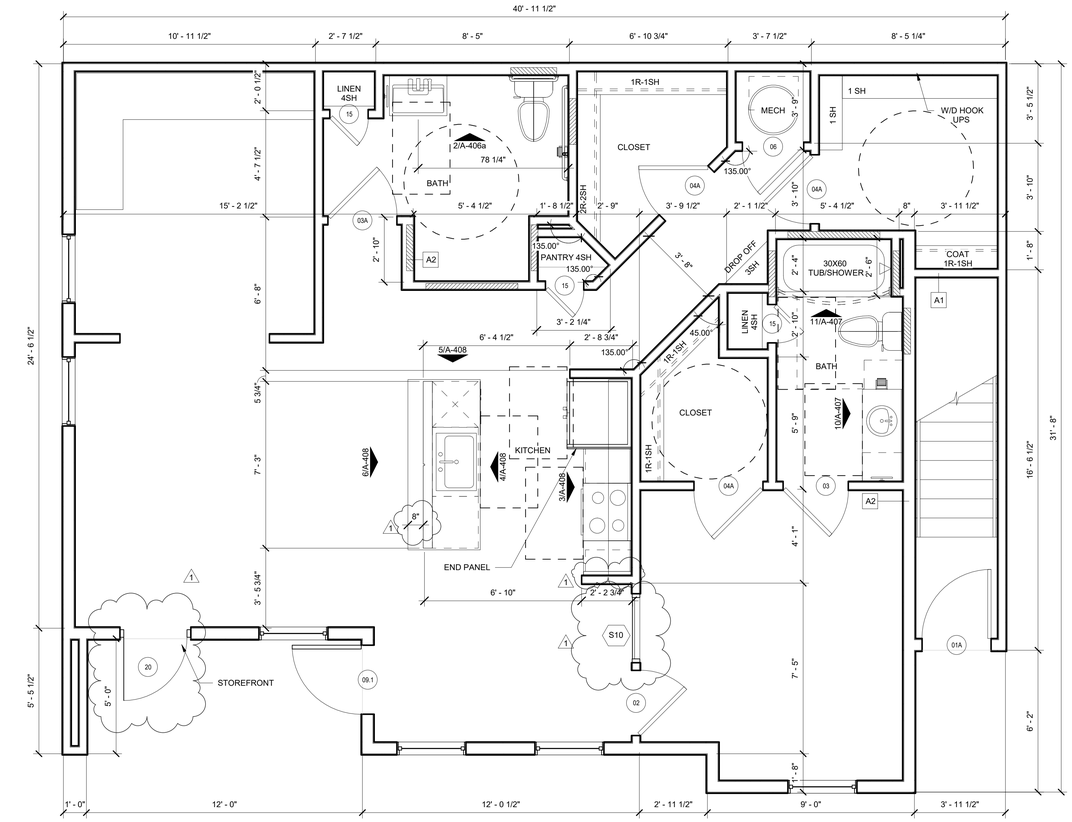
3 A-406a **WINDOW**

3/8" = 1'-0"



2 A-406a **BATH ELEVATION**

3/8" = 1'-0"



1 A-406a **UNIT 2a ALT FLOOR PLAN**

3/8" = 1'-0"

1,112 SF

1 UNITS

DESIGN BALANCE, INC.
2231 RIDGE ROAD
SUITE 200
ROCKWALL, TX 75087
214.668.2306

OWNER:

WOOD PARTNERS
5440 HARVEST HILL ROAD
SUITE 206
DALLAS, TEXAS 75230

ALTA 3EIGHTY
LITTLE ELM, TX

ISSUED FOR CONSTRUCTION

SEAL: ISSUED FOR CONSTRUCTION

REGISTERED ARCHITECT JOHN M. WOMBLE 24393 STATE OF TEXAS

JOHN M. WOMBLE, AIA
05/05/2021

PROJECT NUMBER:
20020

DATE ISSUED:
05/05/2021

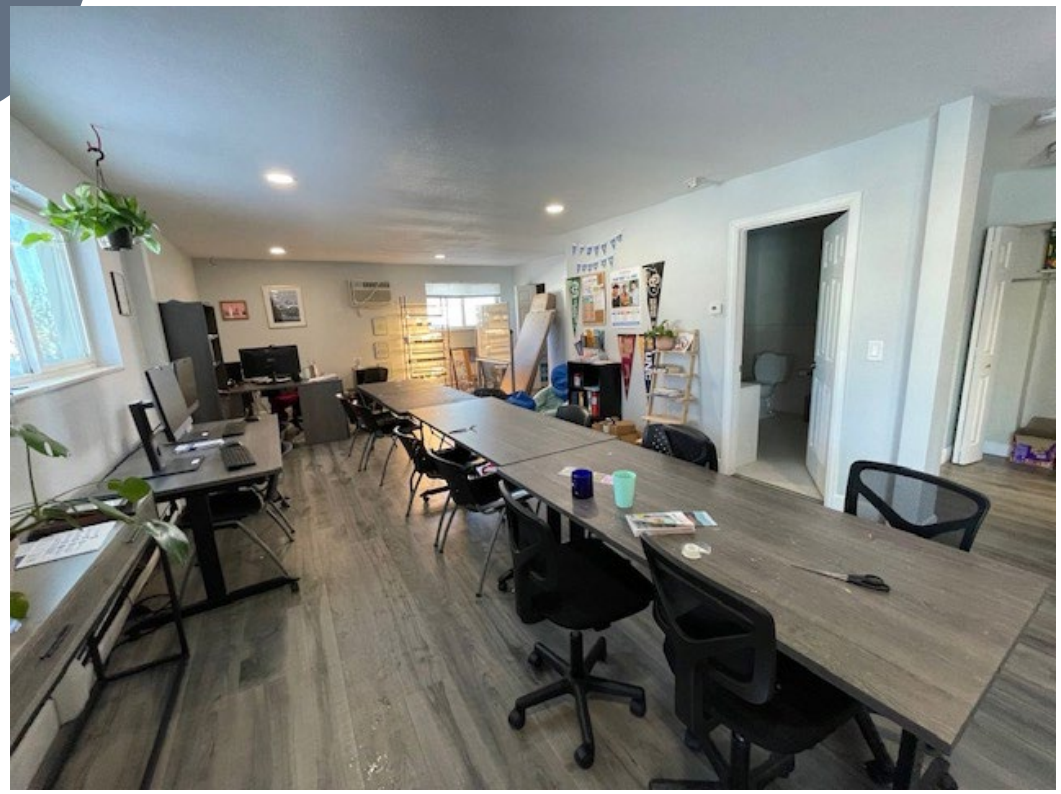
REVISIONS:

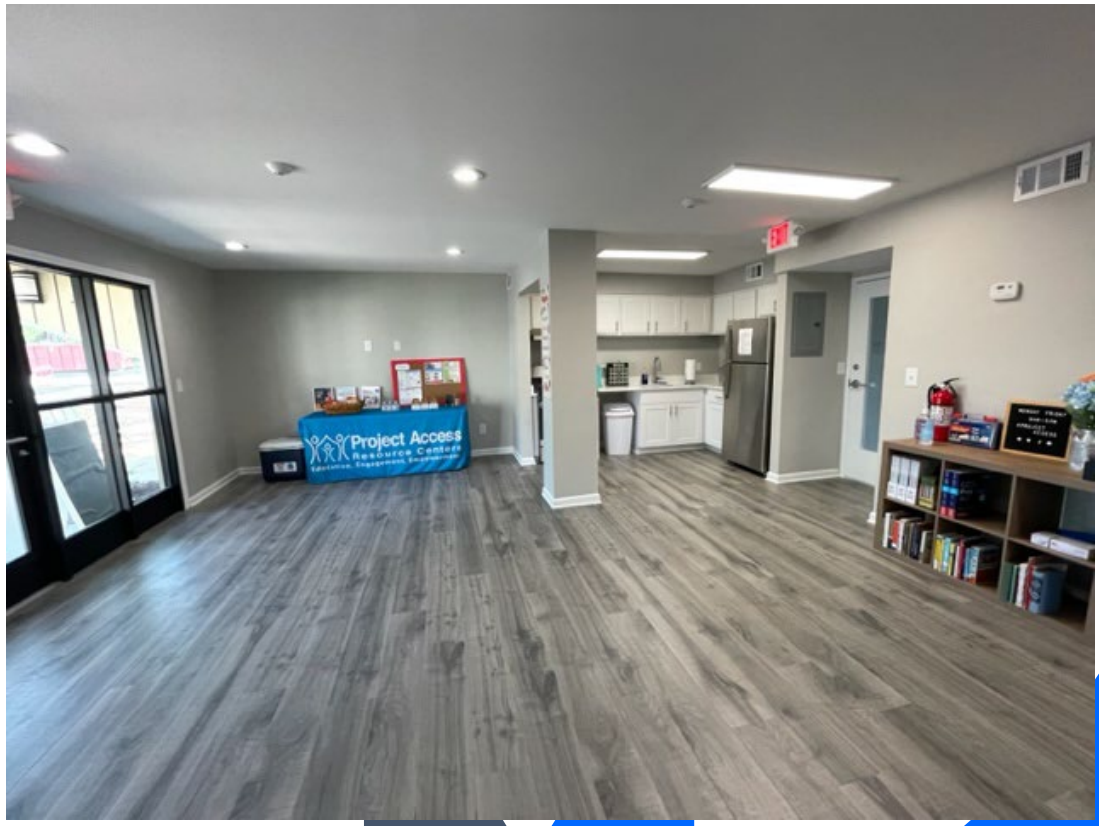
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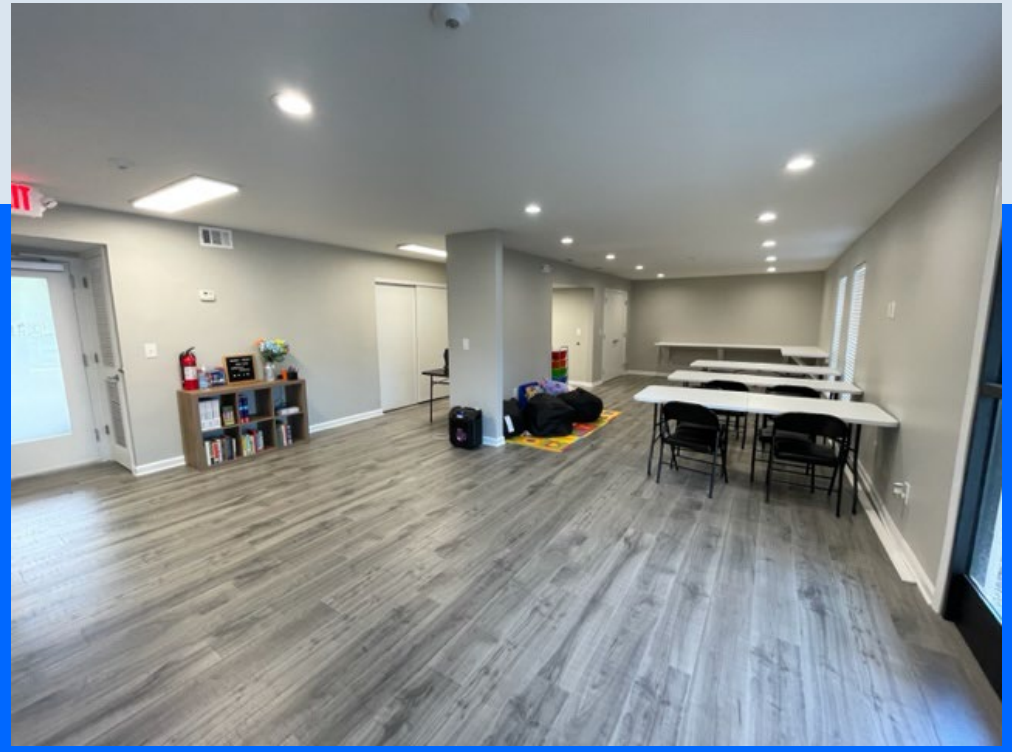
SHEET TITLE:
UNIT 2a ALT

SHEET NAME:
A-406a

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Project Access
Resource Center





Date:	07/18/2023
Agenda Item #:	6. C.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Olga Chernomorets, Planning Manager

AGENDA ITEM:

Present, Discuss, and Consider Action on a **Development Agreement Amendment to an existing Development Agreement between the Town of Little Elm and Alta 3Eighty LLC.**

DESCRIPTION:

The attached agreement is to solidify the Planned Development amendment, to existing Planned Development Ordinance No. 1589, and the intended design and operation of the proposed use as outlined in the associated documents and plans for Alta 3Eighty - Project Access Planned Development.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Development Agreement - Alta 3Eighty - Project Access

STATE OF TEXAS	**§**	**DEVELOPMENT AGREEMENT AMENDMENT FOR ALTA 3EIGHTY – PROJECT ACCESS**
	§	
COUNTY OF DENTON	**§**	

This Development Agreement Amendment for Alta 3Eighty – Project Access Planned Development ("**Agreement**") is entered into between Alta 3Eighty LLC ("**Developer**"), whose address for purposes of this Agreement is 5440 Harvest Hill, Suite 206, Dallas, Texas 75230, and the Town of Little Elm, Texas ("**Town**"), whose address for purposes of this Agreement is 100 W. Eldorado Parkway, Little Elm, TX 75068. Developer and the Town are sometimes referred herein together as the "**Parties**" and individually as a "**Party**."

Recitals:

1. Developer is the owner of 11.7037 acres generally located on the northwest corner of US Highway 380 and FM 2931, in the Town of Little Elm, Texas (the "**Property**"), which Property is more particularly described in **Exhibit A** attached hereto.

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

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

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

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

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

Section 3. Agreements. The Parties agree as follows:

A. The negotiated and agreed upon amendments to the existing Alta 3Eighty Planned Development Ordinance No. 1589, contained in the Alta 3Eighty – Project Access Planned Development Ordinance, attached hereto as **Exhibit B**, which incorporate by reference the continuation of the previously agreed upon general zoning regulations of the Town's zoning ordinance and development plans, and provide additional definitions and standards, are hereby adopted and incorporated into this agreement as contractually-binding obligations of the Developer.

Section 4. Miscellaneous.

A. Applicability of Town Ordinances. When the Property is developed, Developer shall construct all structures on the Property, in accordance with all applicable Town ordinances and building/construction codes, whether now existing or arising prior to such construction in the future.

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

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

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

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

F. Cumulative Rights and Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to

any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

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

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

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

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

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

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

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

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

O. **Notification of Sale or Transfer; Assignment of Agreement**. Developer shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time

to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "**Assignee**") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement with respect to the portion of the Property transferred to Assignee. If the Property is transferred or owned by multiple parties, this Agreement shall only apply to, and be binding on, such parties to the extent of the Property owned by such successor owner, and if the Developer or any Assignee is in default under this Agreement, such default shall not be an event of default for any non-defaulting Assignee which owns any portion of the Property separate from the defaulting Developer or Assignee. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement with respect to the Property transferred to the successor developer, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

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

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

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

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

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

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

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

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

X. **Report Agreement to Comptroller's Office.** Town covenants and agrees to report this Agreement to the State Comptroller's office within fourteen (14) days of the Effective Date of this Agreement, in accordance with Section 380.004 of the Texas

Government Code, as added by Texas House Bill 2404, 87th Tex. Reg. Session (2021) (effective September 1, 2021). [For Chapter 380 Agreements]

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

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

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

DEVELOPER
a _____company

By: _____

Date:_____

TOWN OF LITTLE ELM, TEXAS

By:_____
Matt Mueller
Town Manager

Date:_____

ATTEST:

By:_____
Caitlan Biggs
Town Secretary

STATE OF TEXAS §
§
COUNTY OF DENTON §

Before me, the undersigned authority, on this _____ day of _____, 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

My Commission Expires:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

Before me, the undersigned authority, on this _____ day of _____, 2023, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity of a duly authorized representative of _____.

[Seal]

By:_____
Notary Public, State of Texas

My Commission Expires:_____

EXHIBIT A

Property Description

BEING a 10.000 acre tract of land situated in the Marsella Jones Survey, Abstract No. 662, Town of Little Elm, Denton County, Texas and being part of a called 54.765 acre tract of land described the Special Warranty Deed to 2931 Commercial, LP, recorded in Document Number 2008-132752, Official Records, Denton County, Texas, (O.R.D.C.T.), and being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod with yellow plastic cap stamped “Petitt RPLS 4807” found in the north right-of-way line U.S. Highway no. 380, (a variable width public right-of-way) at the southeast corner of Lot 4X, Block J of Hillstone Pointe Phases 1A, 2 and 3, an addition to the Town of Little Elm, Texas according to the plat thereof recorded in Document Number2019-307 O.R.D.C.T. and being in the west line of said 54.7695 acre tract of land;

THENCE along said north right-of-way line, the following:

South 1°57' 18" West, a distance of 15.25 feet to a 1/2-inch iron rod with plastic cap stamped "Metroplex" bears North 3°39'45" East, a distance of 1.09'

South 79°32'21” East, a distance of 272.92 feet to a 5/8-inch iron rod with yellow plastic cap stamped “Petitt RPLS 4807” found for corner;

South 82°25'04” East, a distance of 100.12 feet to a 5/8-inch iron rod with yellow plastic cap stamped “Petitt RPLS 4807” found for corner;

South 79°33'19” East, a distance of 242.77 feet to a point for corner;

THENCE over and across said 54.765 acre tract of land, the following:

North 10°26'41” East, a distance of 235.00 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” set for the POINT OF BEGINNING;

North 79°33'19" West, a distance of 536.51 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” set in the east line of a variable width Access Road Easement as described in the Declaration of Easements and Restrictions recorded in Document Number 2017-61883, O.R.D.C.T. and being the beginning of a nontangent curve to the right having a central angle of 46°15'58", a radius of 187.00 feet, a chord bearing and distance of North 21°10'41" West, 146.93 feet;

In a northwesterly direction, with the east line of said Access Road Easement and with said curve to the right, an arc distance of 151.00 feet to a point for corner and being the point of tangency;

North 01°57'18" East, continuing with the east line of said Access Road Easement, distance of 555.52 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” set for corner in the south line of that called 19.8462 acre tract of land described in the Special

Warranty Deed to The Landing at Little Elm Apartments, LLC recorded in Document No. 2020-175351, O.R.D.C.T.;

THENCE South 88°30'32" East along said south line, a distance of 601.01 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” set point for corner;

THENCE over and across said 54.765 acre tract of land, the following:

South 1°57'18" West, a distance of 690.04 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” set for corner;

South 10°26'41" West, a distance of 85.61 feet to the POINT OF BEGINNING and containing a computed area of 435,597 square feet of 10.00 acres of land.

EXHIBIT B

PD Ordinance

TOWN OF LITTLE ELM

ORDINANCE NO. 1713

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING EXISTING PLANNED DEVELOPMENT ORDINANCE NO. 1589 IN ORDER TO ESTABLISH NEW DEFINITIONS AND STANDARDS TO ALLOW AN ON-SITE RESIDENT ENRICHMENT AND RESOURCE CENTER; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, a request for an amendment to existing Planned Development Ordinance No. 1589, on approximately 11.7037 acres of land, more specifically described in the exhibits, attached hereto; and

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

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

WHEREAS, at its regular meeting held on June 15, 2023 the Planning & Zoning Commission considered and made recommendations on a request for an amendment to existing Planned Development Ordinance No. 1589, (Case No. PD-23-01551); and

WHEREAS, after due deliberations and consideration of the recommendation of the

Planning & Zoning Commission and any other information and materials received at the public hearing, the Town Council of the Town of Little Elm, Texas, has determined that the request is in the interest of public health, safety and welfare of the citizens of the Town of Little Elm.

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

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

SECTION 2. ZONING AMENDMENT That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by amending existing Planned Development Ordinance No. 1589, in order to establish new definitions and standards to allow for an on-site Resident Enrichment and Resource Center, generally located at 26535 E. University Drive, within Little Elm's town limits, approximately 11.7037 acres of land more particularly described as **Exhibit A**, and attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

SECTION 3. CONDITIONS AND REGULATIONS. The permitted uses and standards shall be in accordance with existing Planned Development Ordinance No. 1589, plus as specified herein:

a) Establishing and defining the following use as allowed by-right, as depicted in **Exhibit B**.

    1. **Resident Enrichment and Resource Center** is an on-site, 1,112-square foot, Alta 3Eighty multifamily community resident-only amenity space, for the purposes of providing after school youth education programming, adult educational, health, wellness or skill-building classes, and community engagement in the form of seasonal and community building events. Hours of operation not to exceed Monday through Friday 9am to 8pm, with allowance for up to two weekend events per month only between the hours of 9am and 8pm; Resident Services Coordinator (RSC) must be present during operational hours and for any events.

b) Establishing the following programming plan for the Alta 3Eighty Multifamily Community as outlined below and providing additional details with regard to

the language within the definition for Resident Enrichment and Resource Center. The operation of the Resident Enrichment and Resource Center must fully adhere to criteria outlined below.

1. **Resident Services Coordinator (RSC)** is dedicated to providing residents with individualized assistance including accessing information, referrals to resources and specialized services and translation support. Additionally, the RSC will be available to assist individual residents with employment assistance, computer basics, copy/fax, etc. The RSC will be on site any time the center is open and is responsible for overseeing all activities and events to ensure minimal nuisance to adjacent residential units.

2. **Education for Youth** — staff will plan and coordinate an on-site after-school program for youth, ages 6 and up, residing within the Alta 3Eighty Multifamily Community. Activities and programming may include but are not limited to homework assistance, tutoring, and enrichment activities such as arts & crafts, STEAM projects, etc. After-school program provides a safe, secure, supportive and welcoming environment, and will be offered for Monday through Friday, primarily between the hours of 9am and 5pm, but may on occasion extend to 8pm.

3. **Adult Educational, Health, Wellness and Skill-Building** — Staff will provide and/or coordinate a variety of adult education, health & wellness programs including but not limited to financial education, computer training, employment assistance, ESL classes, nutrition education, fitness and exercise classes, health information/awareness, and healthy eating/cooking demonstrations. Programs will be offered for Monday through Friday, primarily between the hours of 9am and 5pm, but may on occasion extend to 8pm.

4. **Community Engagement** — Staff will plan and facilitate Alta 3Eighty Multifamily Community building events and various opportunities to encourage a stronger sense of connectivity, engagement and safety among the residents, as well as give residents an opportunity to actively serve their own community. Events may include, but are not limited to, holiday celebrations, seasonal gatherings, health and/or resource fairs, resident appreciation events, community safety and awareness events, etc. All community events will be limited to Monday through Friday, with allowance for up to two events per month, only between the hours of 9am and 8pm. RSC must be present during all events.

SECTION 4. PLANNED DEVELOPMENT MASTER PLAN. The Concept Plan Exhibit and related plans, images, and documents approved and described, as **Exhibit B** attached hereto and made a part hereof are approved in addition to those existing within Planned Development Ordinance No. 1589. The subject property shall be improved in accordance with the plans set forth in **Exhibit B**.

a) If, after two years from the date of approval of the Planned Development Master Plan, no substantial development progress has been made within the PD, then the Planned Development Master Plan shall expire. If the Planned Development Master Plan expires, a new Planned Development Master Plan must be submitted and approved according to the procedures within the Zoning Ordinance, Planned Development Districts. An extension of the two year expiration shall be granted if a development application for the PD has been submitted and is undergoing the development review process or if the Director of Development Services determines development progress is occurring.

b) The Planned Development Master Plan shall control the use and development of the property, and all building permits and development requests shall be in accordance with the plan until it is amended by the City Council.

c) If a change to the Concept Plan, if any, is requested, the request shall be processed in accordance with the development standards in effect at the time the change is requested for the proposed development.

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

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

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

SECTION 7. SEVERABILITY. The sections, paragraphs, sentences , phrases, and words of this Ordinance are severable, and if any section or provision of this ordinance or the

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 18th day of July, 2023.

Town of Little Elm, Texas

_____
Curtis Cornelious, Mayor

ATTEST:

_____
Caitlan Biggs, Town Secretary

Exhibit A

Metes and Bounds

BEING a 10.000 acre tract of land situated in the Marsella Jones Survey, Abstract No. 662, Town of Little Elm, Denton County, Texas and being part of a called 54.765 acre tract of land described the Special Warranty Deed to 2931 Commercial, LP, recorded in Document Number 2008-132752, Official Records, Denton County, Texas, (O.R.D.C.T.), and being more particularly described as follows:

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THENCE along said north right-of-way line, the following:

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In a northwesterly direction, with the east line of said Access Road Easement and with said curve to the right, an arc distance of 151.00 feet to a point for corner and being the point of tangency;

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distance of 555.52 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” set for corner in the south line of that called 19.8462 acre tract of land described in the Special Warranty Deed to The Landing at Little Elm Apartments, LLC recorded in Document No. 2020-175351, O.R.D.C.T.;

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South 10°26'41" West, a distance of 85.61 feet to the POINT OF BEGINNING and containing a computed area of 435,597 square feet of 10.00 acres of land.

Exhibit B

Development Plans, Images, and Documents

PROJECT DATA

SITE AREA:	9.928 ACRES
APARTMENT BUILDING:	(9) THREE STORY BUILDINGS 286,969 GSF 266,654 NRSF 926 SF AVERAGE UNIT SIZE 288 UNITS
LEASING /CLUB:	4982SF
PROVIDED PARKING:	504 SURFACE SPACES @ 1.75 SPACE / UNIT
REQUIRED PARKING:	504 SPACES 11 TOTAL ACCESSIBLE SPACES 8 ACCESSIBLE SPACES 3 VAN ACCESSIBLE SPACES

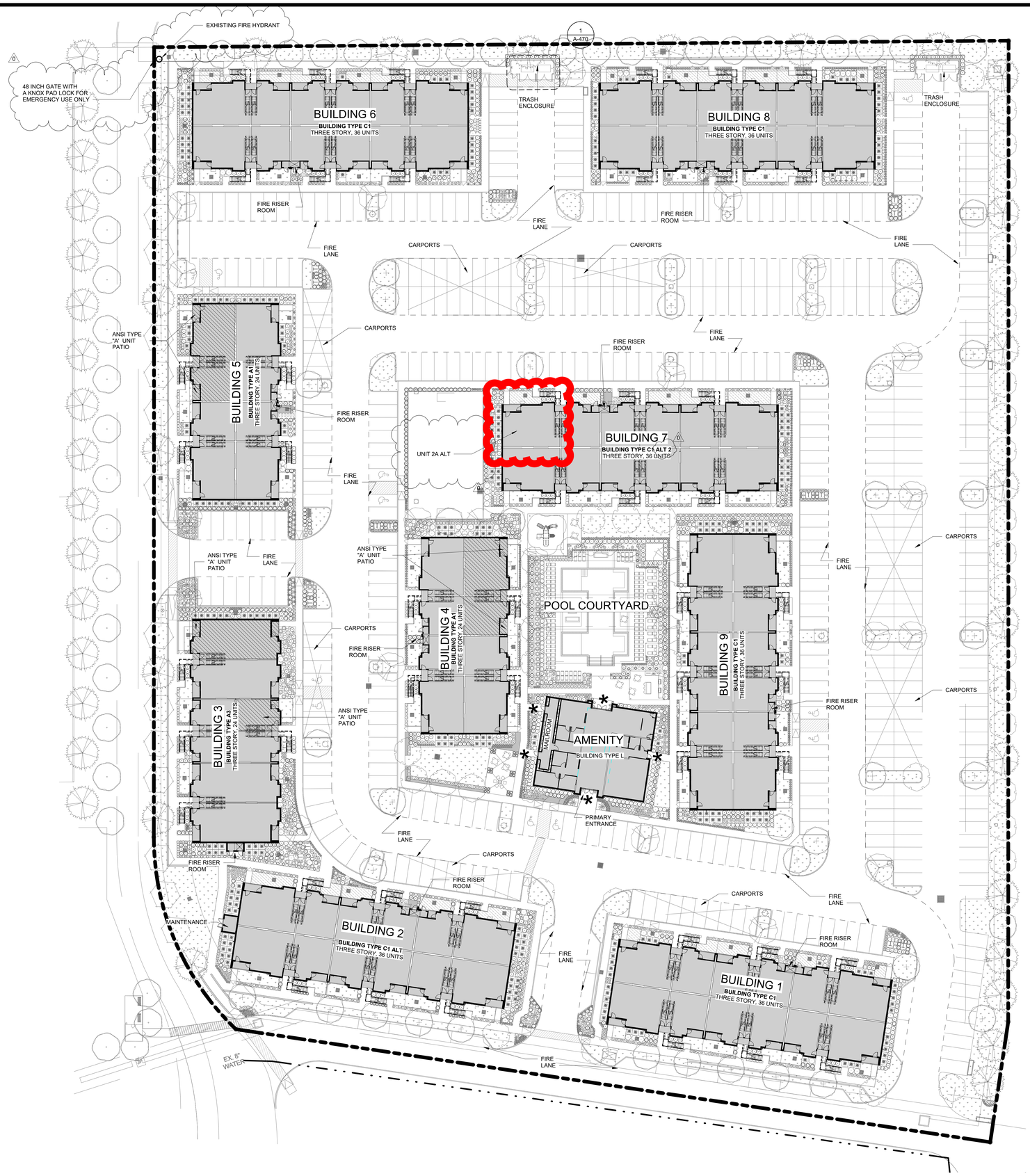
SITE PLAN GENERAL NOTES:

1. REF. CIVIL AND MEP FOR UTILITY ENTRY POINTS
2. REF. MEP AND ENLARGED PLANS FOR ELECTRICAL METER LOCATIONS.
3. FIRE COMMAND CENTER FOR EACH BUILDING LOCATED AT RISER ROOM AS SHOWN
4. REF. CIVIL PLANS FOR DIMENSIONAL CONTROL OF SITE PLAN ELEMENTS RELATIVE TO PROPERTY LINE BOUNDARY.
5. REF. CIVIL PLANS FOR ALL FIRE LANE, DRIVE LANE, AND PARKING DIMENSIONAL CONTROL (INC. RADIUS)
6. REF. CIVIL PLANS FOR ALL FINISHED FLOOR ELEVATIONS.

* BUILDING ENTRANCE/EXIT (PER 1105.1 MIN. 60% OF PUBLIC ENTRANCES TO BE ACCESSIBLE)

ANSI TYPE A UNITS

Project Access
Unit 7101



1 A-S-010 ARCHITECTURAL SITE PLAN

1" = 30'-0"

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DESIGN BALANCE, INC.
2231 RIDGE ROAD
SUITE 200
ROCKWALL, TX 75087
214.668.2306

OWNER:
WOOD PARTNERS
WOOD PARTNERS
5440 HARVEST HILL ROAD
SUITE 206
DALLAS, TEXAS 75230

ALTA 3EIGHTY
LITTLE ELM, TEXAS

ISSUED FOR CONSTRUCTION

SEAL: ISSUED FOR CONSTRUCTION

REGISTERED ARCHITECT JOHN M. WOMBLE 24393 STATE OF TEXAS

JOHN M. WOMBLE, AIA
05/05/2021

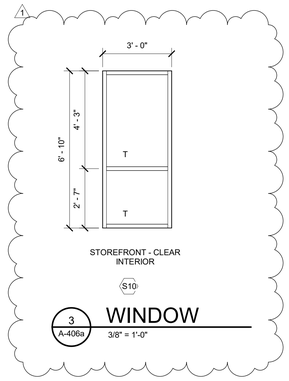
PROJECT NUMBER:
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DATE ISSUED:
05/05/2021

REVISIONS:
0 07/16/2021 IFC

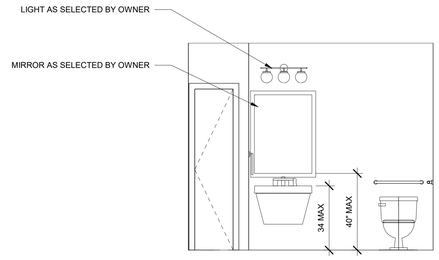
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SITE PLAN

SHEET NAME:
A-S-010



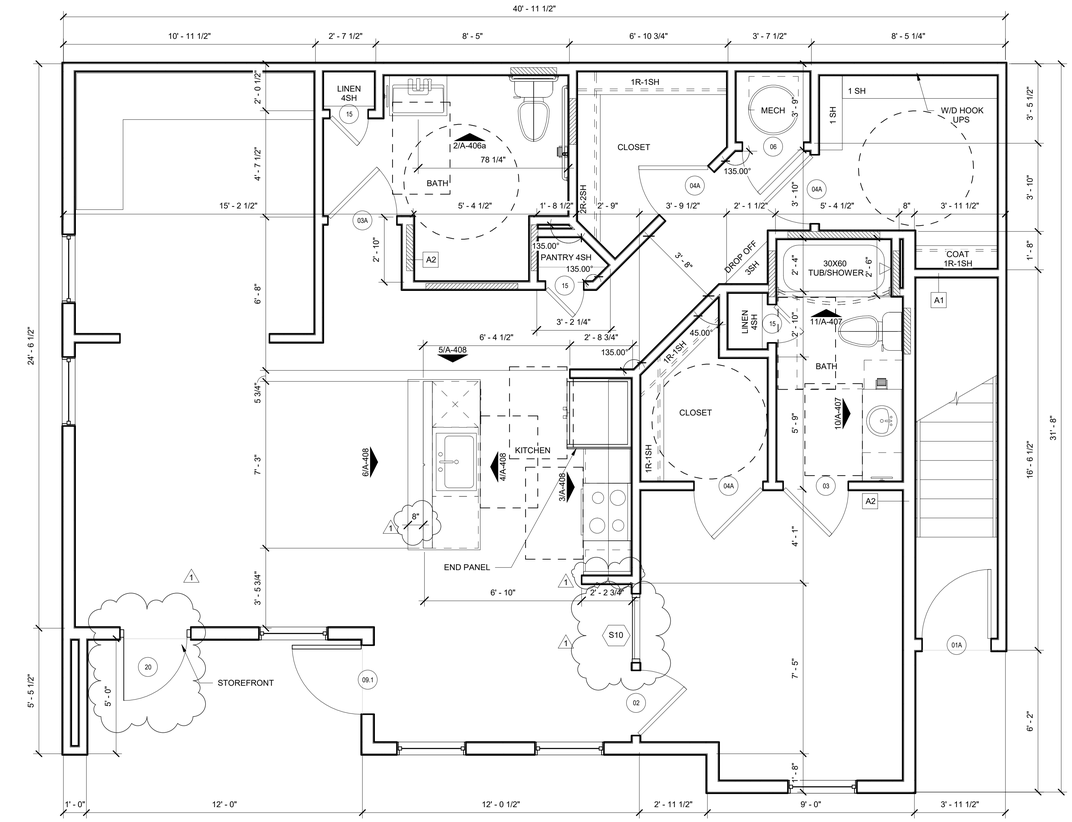
3 A-406a **WINDOW**

3/8" = 1'-0"



2 A-406a **BATH ELEVATION**

3/8" = 1'-0"



1 A-406a **UNIT 2a ALT FLOOR PLAN**

3/8" = 1'-0"

1,112 SF

1 UNITS

DESIGN BALANCE, INC.
2231 RIDGE ROAD
SUITE 200
ROCKWALL, TX 75087
214.668.2306

OWNER:

WOOD PARTNERS
5440 HARVEST HILL ROAD
SUITE 206
DALLAS, TEXAS 75230

ALTA 3EIGHTY
LITTLE ELM, TX

ISSUED FOR CONSTRUCTION

SEAL: ISSUED FOR CONSTRUCTION

REGISTERED ARCHITECT JOHN M. WOMBLE 24393 STATE OF TEXAS

JOHN M. WOMBLE, AIA
05/05/2021

PROJECT NUMBER:
20020

DATE ISSUED:
05/05/2021

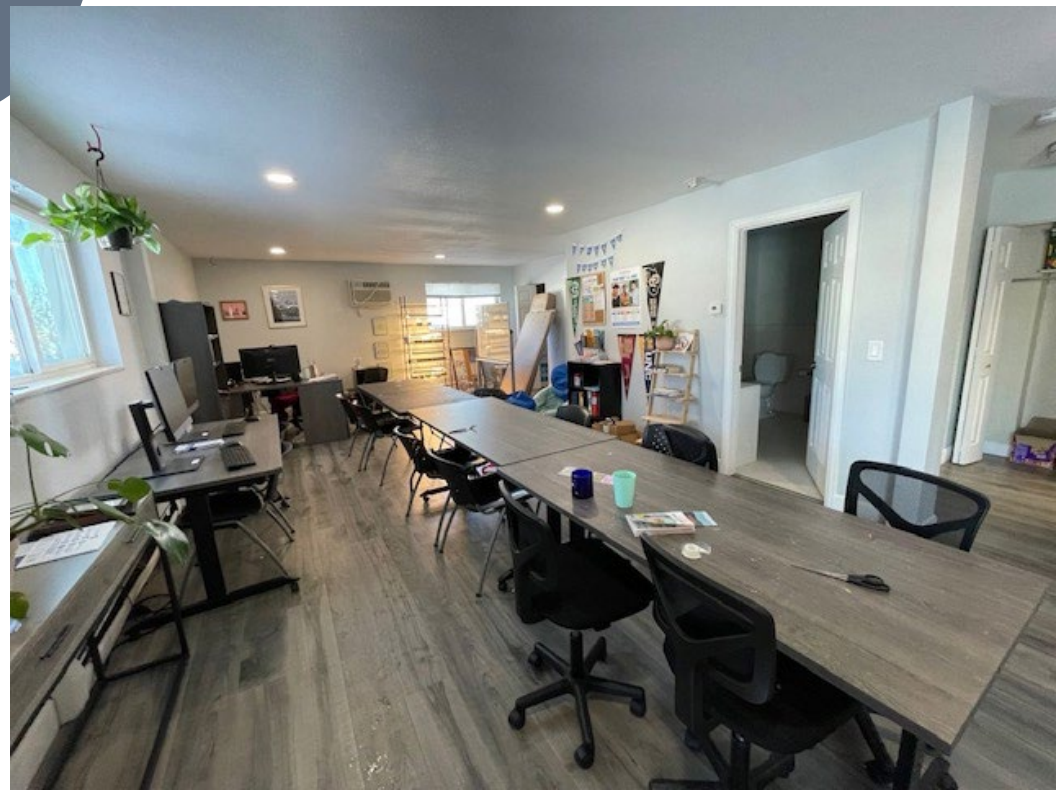
REVISIONS:

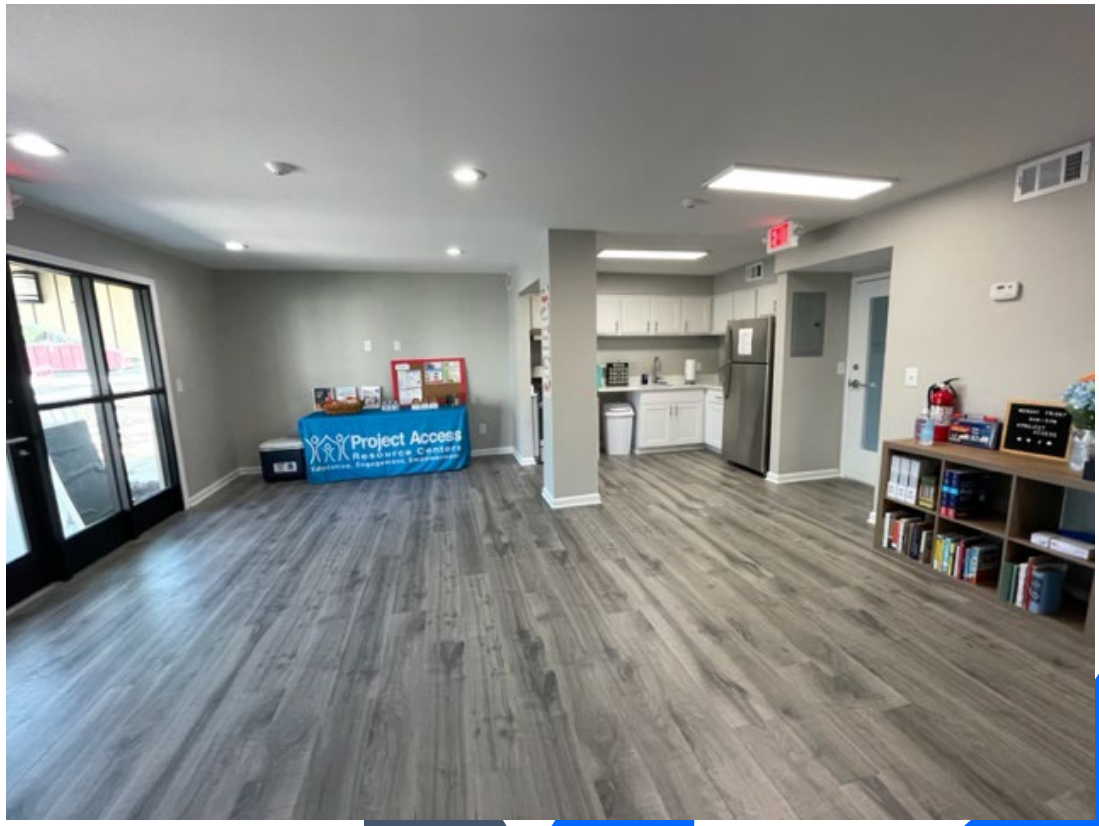
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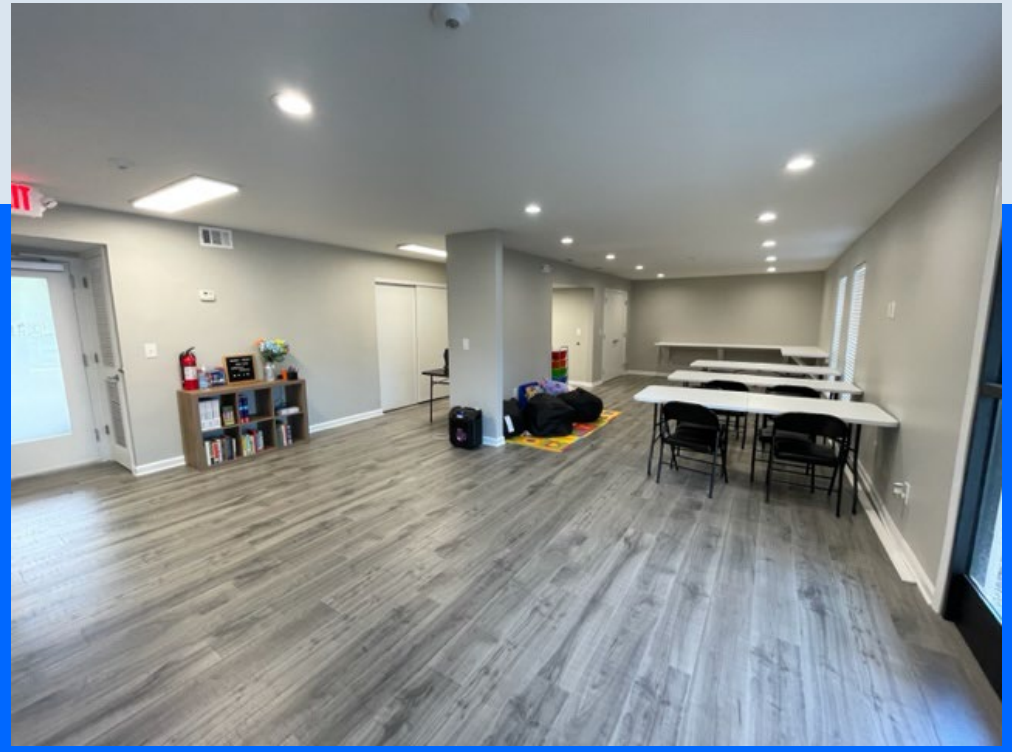
SHEET TITLE:
UNIT 2a ALT

SHEET NAME:
A-406a

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Project Access
Resource Center





Date:	07/18/2023
Agenda Item #:	6. D.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Olga Chernomorets, Planning Manager

AGENDA ITEM:

Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1714 a Request to Rezone Approximately 1.88 Acres of Land, Currently Zoned as Planned Development Based on Light Commercial Standards (Ordinance No. 449), Generally Located on the Northwest Corner of E. Eldorado Parkway and Hart Road, within Little Elm's Town Limits, in Order to Allow for a New 1,507 Square-Foot Quick Service Food Establishment with a Drive-Thru Component.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1714:

DESCRIPTION:

Location.
Generally located on the north side of E. Eldorado Parkway, approximately 700 feet west of the intersection of E. Eldorado Parkway and Hart Road.

Background.
The subject property was subdivided in June 2022 via a conveyance plat to establish the current lot with the intent of developing a commercial site. To the west of the property there is a commercial office development and the Lakeside Homes Subdivision, and The property to the north is vacant with no official plans for redevelopment at this time. The adjacent property to the east is developing as a two suite commercial center. The adjacent property to the east also has a drive-thru, however the plans for that property were submitted before the Town amendment the Zoning Code to require an SUP. Beyond the property, to east and on the corner of Hart and E. Eldorado, is the existing 7-11 gas station and convenience store.

In August 2022 the Town approved a Zoning Amendment which required approval of a Specific Use Permit (SUP) for any drive-thru use in Light Commercial. In December 2022, the applicant submitted their SUP request and has been working with staff to mitigate the drive-thru use with

other site enhancements.

Proposal.
The applicant, Golden Chick, is requesting an SUP for a quick service food establishment with a drive-thru component. The proposal is for new construction and includes full development of the 1.88 -acre Lot, with a 1,507 square-foot, single-story building, with a drive-thru in the rear. The applicant has submitted all the relevant plans showing their compliance with the LC zoning district, as well as the newly adopted site criteria for drive-thru uses, as outlined below.

Uses.
The permitted uses for this LC are in accordance with the Light Commercial (LC) zoning district, which allows a drive-thru through a Specific Use Permit.

Site Criteria.
Section 106.05.02.2(y) Special Regulations for Specific Permanent Land Uses - Drive-in or drive-thru facilities, provides the following site criteria regulations.

a. Drive-thru and queue lanes shall not be located between the front of the building (primary entrance) and a public right-of-way. (Proposed drive-thru operation is meeting this requirement.)
b. Auto-oriented facilities shall not block or conflict with pedestrian or bicycle access or walkways. (Proposed drive-thru operation is meeting this requirement.)
c. Screening shall be provided between the facility and any public right-of-way. (Proposed drive-thru operation is meeting this requirement.)
d. Pertaining to corner lots, the first 25 feet on a side street from the intersection, shall also be considered front of the building and a primary entrance. (This requirement is not applicable due to subject property location.)

Stacking Criteria.
Proposed site plan is providing sufficient stacking and the additional lane within the drive-thru area is intended to serve as a pass-through/escape lane.

Building Standards.
Proposed elevations meet the architectural requirements for a tri-partite design and vertical articulation. Horizontal articulation building requirements are met by using different materials to create different building depths along the 3 elevations that don't have a typical articulation. The proposed art panels should be able to provide additional interest to the east and west facades.

Landscaping.
The submittals by the applicant meet the Town's landscape standards for interior, perimeter, and parking island landscaping. As a condition of the SUP request the drive-thru is properly screened from the Right-of-Way with perimeter tree and shrub plantings as well as tree and shrub planting along the drive-thru. Additionally, the applicant is keeping many mature elm and cedar trees along the west side of the property along with new plantings of Elm and Oak trees to screen the property from the nearby residences. Since the building is not 5,000 square feet they are not required to provide foundation planting.

Parking.
Food establishments are required to park at 1 space per 100 square feet. Based on the total building area of 1,507 square feet, the property is required to provide at least 16 parking spaces. The proposed plans show 25 parking spaces being provided, all at the Town Standard

of 10x20 feet. During the Site Development Plan submittal the applicant will be required to identify electrical vehicle charging station infrastructure.

Fire and Engineering.
The Fire Marshall and Town Engineer have reviewed the resubmitted plans and have no issues at this time, specifically for the zoning request process. This does not approve any of the submitted plans for construction.

Comprehensive Plan.
The future land use of this area is identified as retail and commercial. The proposed quick service food establishment is a permitted use through the zoning for this site; the development does not conflict with the Town's vision for this area.

Recommendation to Commission.
The purpose of an SUP is to add or modify specific land use rights to those already granted within a zoning district. Section 106.02.17 provides that each request considers the intensity of the proposed use within the context of the proposed location based on compatibility and suitability, and in evaluating the compatibility of the proposed use within the existing area context, "the town council may impose such additional development standards and safeguards as the conditions and locations indicate important to the welfare and protection of adjacent property from noise, vibration, dust, dirt, smoke, fumes, odor, gas, explosion, glare, offensive view, or other undesirable or hazardous conditions."

The purpose of establishing the SUP requirement for a drive-thru type of use was to ensure the Town is able to evaluate each request on a case by case basis for situational suitability as well as meeting the established site criteria.

Staff recommend the Planning and Zoning Commission evaluate the proposed SUP request based on the presented information, in accordance with Section 106.02.17 and Section 106.05.02.2(y), and make a recommendation accordingly.

Staff recommended approval of the request with the condition that the applicant submits facade plans that adhere to the Town's design standards.

Commission Findings.
At their regular meeting on June 1, 2023 the Planning and Zoning Commission discussed the proposed SUP request, the facade requirements, the amount of inside seating, and the drive-thru. At the time of Planning and Zoning Commission agenda posting, Staff could not determine if the building met the 30% glazing requirement as well as whether certain building materials are within the approved materials list due to missing labels in the plan sets. The applicant anticipated meeting these requirements and providing the revised plans by the date of the next public hearing. Therefore, the Planning and Zoning Commission recommended unanimous approval of the request (5-0) with the condition that facades meet Town Standards during the Site Development Permit process.

The applicant has since resubmitted revised facades which appear to meet the requirements, however, Staff requests to capture the Planning and Zoning Commission's recommendation with condition within the SUP Ordinance.

BUDGET IMPACT:

This item has no budget impact.

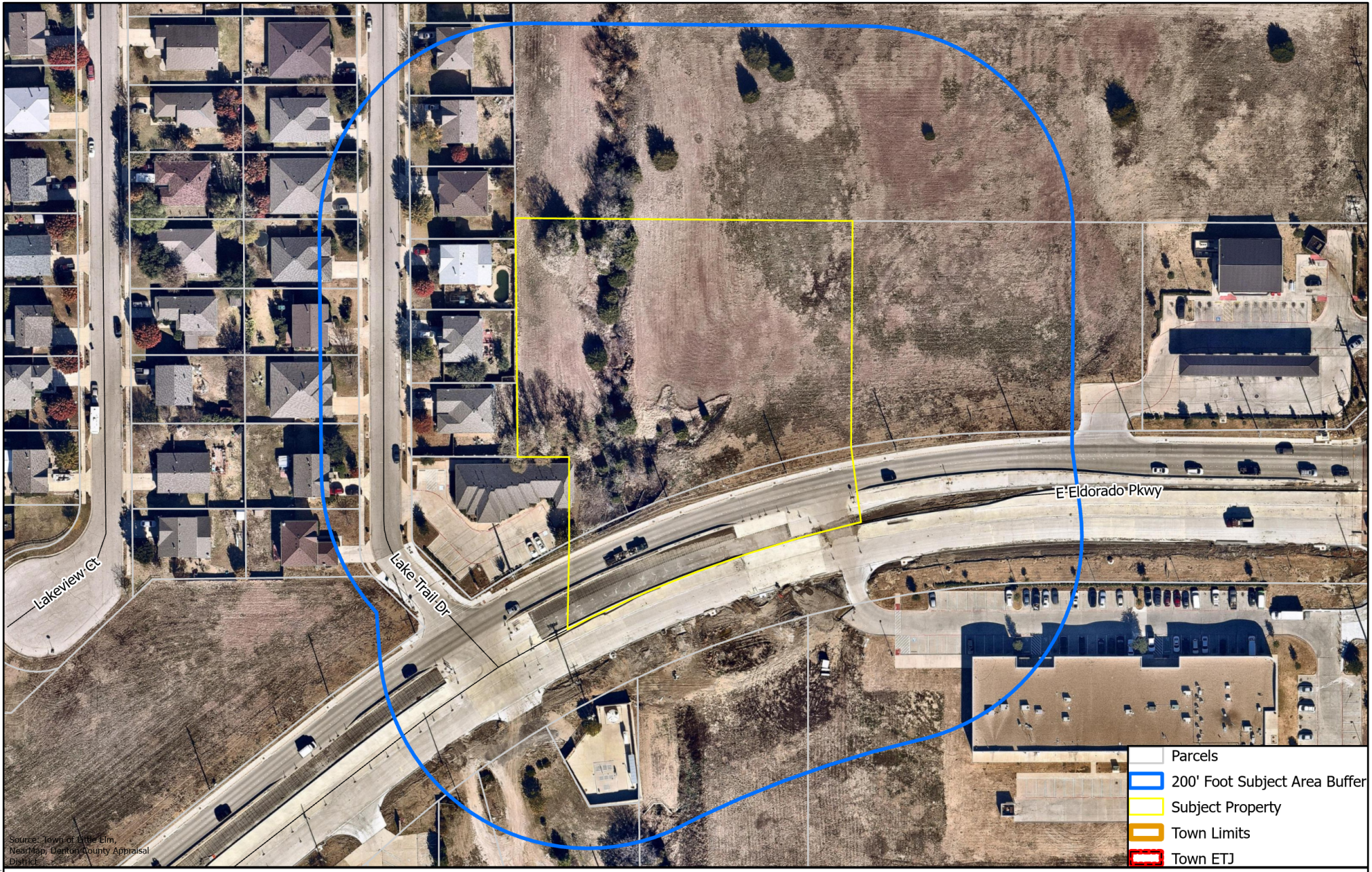
RECOMMENDED ACTION:

The Planning and Zoning Commission recommends approval of the request with the condition that facades meet Town Standards during the Site Development Permit process.

Attachments

Location Map

Ordinance No. 1714 - Golden Chick SUP



LITTLE ELM

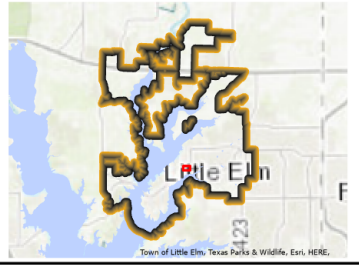
Specific Use Permit: 995 East Eldorado Parkway, Little Elm, TX, USA

Town of Little Elm
Denton County, Tx
Date: 5/1/2023

N

0 50 100 200

US Feet



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.

Project Location: G:\GIS\ForTownEmployees\DevServices\Jose\Location.mxd

TOWN OF LITTLE ELM

ORDINANCE NO. 1714

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE TO GRANT A NEW SPECIFIC USE PERMIT FOR A QUICK SERVICE RESTAURANT WITH A DRIVE-THRU, LOCATED APPROXIMATELY 700 FEET WEST OF THE INTERSECTION OF E. ELDORADO PARKWAY AND HART ROAD; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, Chapter 106 (Zoning) of the Little Elm Code of Ordinances, requires a Specific Use Permit be granted by Town Council in order to legally operate and occupy the subject property as a quick service restaurant with a drive-thru component while it is zoned Planned Development - Light Commercial (PD-LC) through Ordinance No. 449; and

WHEREAS, a request to grant a new Specific Use Permit for a quick service restaurant with a drive-thru component has been submitted by Golden Chick operator Mannu Mehta; and

WHEREAS, Section 106.02.17 of the Little Elm Code of Ordinances provides that Town Council may impose such additional development standards and safeguards as the conditions and locations indicate important to the welfare and protection of adjacent property from noise, vibration, dust, dirt, smoke, fumes, odor, gas, explosion, glare, offensive view, or other undesirable or hazardous conditions; and

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

WHEREAS, at its regular meeting held on June 1, 2023 the Planning & Zoning Commission considered and made a recommendation to approve the request granting a Specific Use Permit for a 1,507 square-foot quick service restaurant with a drive-thru component on a site

totaling 1.88 acres (Case No. SUP-23-01039); and

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

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

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

SECTION 2. AMENDMENT. That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, as amended, is hereby amended by the following:

A. Granting a Specific Use Permit authorizing a quick service restaurant with a drive-thru component, generally located on the north side of E. Eldorado Parkway, approximately 700 feet west of the intersection of E. Eldorado Parkway and Hart Road, subject to the following conditions:

1. Prior to the issuance of a Certificate of Occupancy, said Property shall be improved in accordance with the site plan, landscape plan, and façade plans, which are attached hereto as Exhibit A and made a part hereof for all purposes.

2. The Specific Use Permit granted herein specifically for a quick service restaurant with a drive-thru component, shall be limited to that particular area designated on the approved site plan, encompassing a total interior area not to exceed 1,507 square feet, on a commercial lot totaling 1.88 acres.

3. Façade plans must meet Town Standards during the Site Development Permit process.

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

SECTION 4. PENALTY. Any person, firm, or corporation violating any of the provision of this Ordinance shall be punished by a penalty of a fine not to exceed the sum of Two

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

SECTION 5. SEVERABILITY. The sections, paragraphs, sentences, phrases, and words of this Ordinance are severable, and if any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid or unconstitutional, the adjudication shall not affect any other section or provision of this Ordinance or the application of any other section or provision to any person, firm, corporation, situation or circumstance, nor shall adjudication affect any other section or provision of the New Zoning Ordinance of the Town of Little Elm, Texas, and the Town Council hereby declares that it would have adopted the valid portions and applications of this Ordinance (which includes the New Zoning Ordinance) without the invalid parts and to this end the provisions of this Ordinance shall remain in full force and effect.

SECTION 6. REPEALER. That all ordinances of the Town of Little Elm in conflict with the provisions of this Ordinance are hereby repealed to the extent of that conflict.

SECTION 7. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its adoption in accordance with and as provided by law and the Town Charter.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 18th day of July, 2023.

The Town of Little Elm, Texas

_____

Curtis J. Cornelious, Mayor

ATTEST:

_____

Caitlan Biggs, Town Secretary

ATTACHMENT – EXHIBIT A

SPECIFIC USE PERMIT APPLICATION FOR

1001 E. ELDORADO PKWY, LITTLE ELM, TEXAS
LOT 2R1, BLOCK 1 TRICON ADDITION, DENTON COUNTY

MAY 2023



VICINITY MAP SCALE: 1"=2000'

SCHEDULE OF DRAWINGS	
DRAWING No.	TITLE
C-01	COVER PAGE
–	PLAT
C-02	SITE PLAN
C-03	ENGINEERING & GRADING PLAN

CLIENT:
MANNU MEHTA
MANNAT HART INC.
1303 N. GREENVILLE DRIVE
RICHARDSON
TEXAS, 75081
972-398-3828
mauu@mannatfood.com

ARCHITECT:
VIZUAL ARCHITECTURE
400 N. SAINT PAUL ST.
SUITE 1050
DALLAS, TEXAS, 75201
214-675-9175
daniel@vizualarchitecture.com

ENGINEER:
C&M ENGINEERING
16520 TOLEDO BEND CT
PROSPER
TEXAS, 75078
469-481-6139
contact@cmengineering-us.com

C&M Engineering
CIVIL ENGINEERS
16520 TOLEDO BEND COURT
PROSPER, TX 75078
T: 469-481-6139 M: 602-222-0639
TEXAS REGISTERED ENGINEERING FIRM F-23204

GOLDEN CHICK HART ROAD
1001 E ELDORADO PKWY
LITTLE ELM, TEXAS 75068

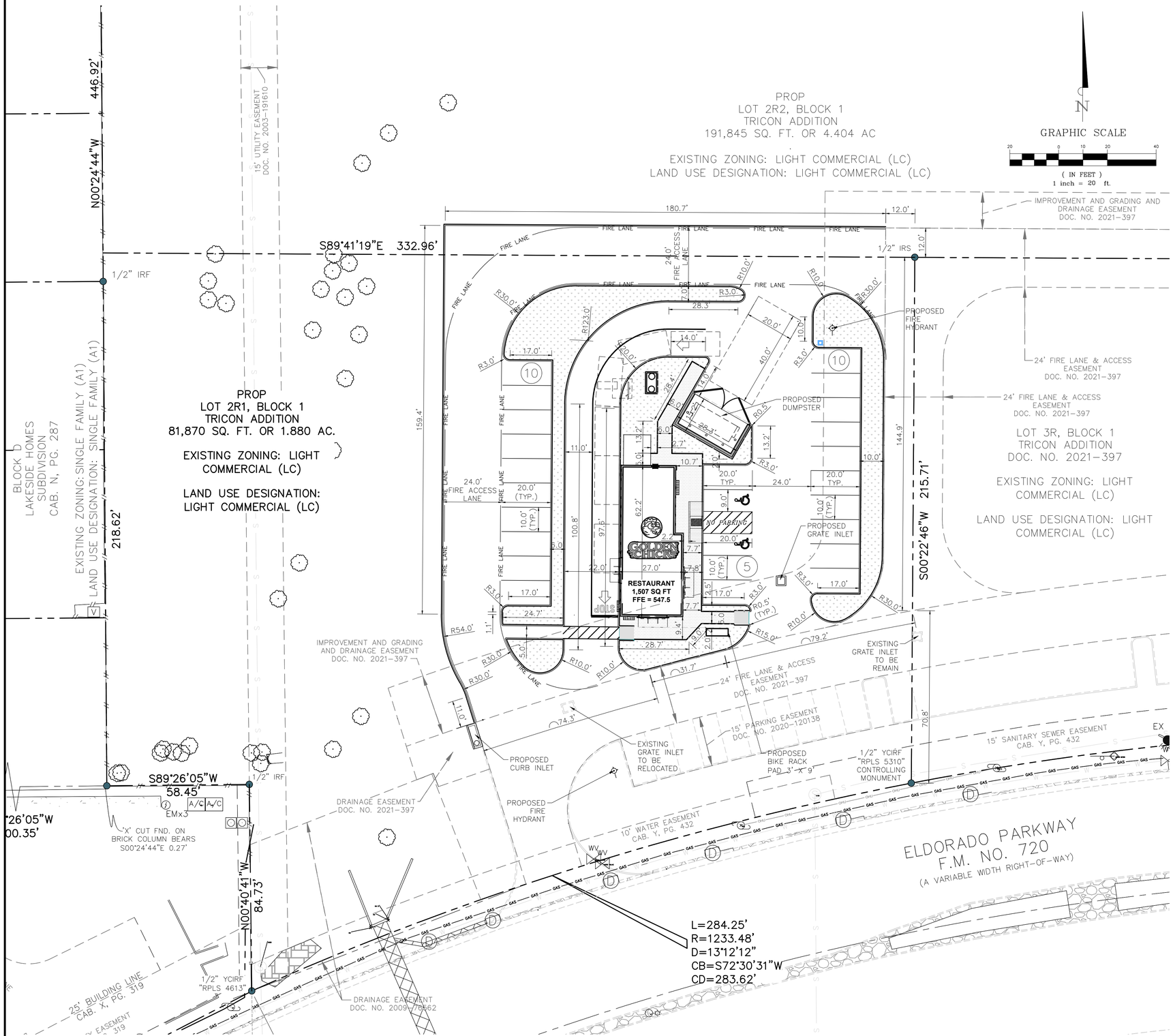
GOLDEN CHICK

COVER PAGE
LOT 2R1, BLOCK 1,
TRICON ADDITION, 1.880 AC
TOWN OF LITTLE ELM
DENTON COUNTY

05/18/23
STATE OF TEXAS
TICHATONGA MHLANGA
143187
LICENSED
PROFESSIONAL ENGINEER

	DATE: 05-18-23
DRAWN BY: ML	DATE: 05-18-23
REVIEWED BY: TM	DATE: 05-18-23

SHEET NO:
C-01



LEGEND

- EXISTING CURB AND GUTTER
- EASEMENTS
- EXISTING SIDEWALK
- PROPERTY BOUNDARY LINE
- PROPOSED SIDEWALK
- PROPOSED CURB & GUTTER
- LANDSCAPE SET BACK
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING TELEPHONE UTILITY
- EXISTING LIGHT POLE
- EXISTING SIGN
- PROPOSED LANDSCAPE AREA
- PROPOSED FIRE LANE
- STAMPED CONCRETE WALKWAY

SITE DATA SUMMARY CHART
(by phase and in total) to incliude the following items:

SITE DATA SUMMARY		EXISTING	PROPOSED
EXISTING ZONING		Light Commercial (LC)	Light Commercial (LC)
	FRONT SETBACK	20	20
	SIDE SETBACK	5	5
	REAR SETBACK	-	-
LAND USE DESIGNATION		Light Commercial (LC)	Light Commercial (LC)
GROSS ACREAGE		1.88	1.88
NET ACREAGE		1.88	1.88
NUMBER OF PROPSED LOTS		1	1
PERCENTAGE OF SITE COVERAGE		11.9%	42.7%
AREA OF OPEN SPACE (ACRE)		1.66	1.08
PERCENTAGE OF OPEN SPACE		82.9%	45.7%
PERCENTAGE OF LANDSCAPE		5.2%	11.6%
AREA OF IMPERVIOUS COVERAGE (ACRE)		0.22	0.8
PERCENTAGE OF IMPERVIOUS COVERAGE		11.9%	42.7%
PROPOSED BUILDING AREA (SQUARE FOOTAGE FOOTPRINT)		0	1,507
NUMBER OF SINGLE-STORY BUILDINGS		0	1
NUMBER OF TWO-STORY BUILDINGS		0	0
MAXIMUM BUILDING HEIGHT		23	23
PROPOSED FLOOR AREA		N/A	1,507
PROPOSED FLOOR AREA BY USE		N/A	1,507
REQUIRED PARKING		N/A	16
PROVIDED PARKING		N/A	25
	STANDARD	N/A	23
	HANDICAP	N/A	2
	TOTAL	N/A	25
INVENTORY PARKING		N/A	0
ELECTRIC VEHICLE CHARGING INFRASTRUCTURE		N/A	0
BICYCLE RACKS		N/A	1
REQUIRED LOADING SPACES		N/A	0

CERTIFICATION OF SUBMITTED INFORMATION

I HEREBY CERTIFY THAT THE ABOVE STATED INFORMATION IS INCLUDED WITH THE ACCOMPANYING SUBMISSION MATERIALS. FURTHER, I HAVE INCLUDED ANY REQUIRED CONDITIONS OF SITE PLAN, AS LISTED IN SECTION 106.02.15 AND OF THE LANDSCAPE PLAN, AS LISTED IN SECTION 106.06.13 OF THE ZONING ORDINANCE.

APPLICANT'S SIGNATURE

DATE

VERIFICATION OF DETAILED INFORMATION

I HEREBY CONFIRM THAT THE ABOVE DETAILED INFORMATION AS REQUIRED BY THE CHECKLIST IS COMPLETE AND ACCURATE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT PROPER TOWN STAFF REVIEW OF THIS APPLICATION IS DEPENDENT UPON THE ACCURACY OF THE INFORMATION PROVIDED AND THAT ANY INACCURATE OR INADEQUATE INFORMATION PROVIDED BY ME OR MY FIRM MAY DELAY THE PROPER REVIEW OF THIS APPLICATION.

APPLICANT'S ENGINEER'S SIGNATURE

DATE

FIRM

811 Know what's below. Call before you dig.
CALL THE "ONE CALL NO." 1-800-DIGTESS 24 HR. (1-800-344-8377) BEFORE PERFORMING ANY EXCAVATION

C&M Engineering
CIVIL ENGINEERS
10520 TUCKO BEND COURT
PROSPER, TX 75078
T: 469-9816939 M: 602-222-0639
TEXAS REGISTERED ENGINEERING FIRM F-23204

GOLDEN CHICK HART ROAD
1001 E ELDORADO PKWY
LITTLE ELM, TEXAS 75068

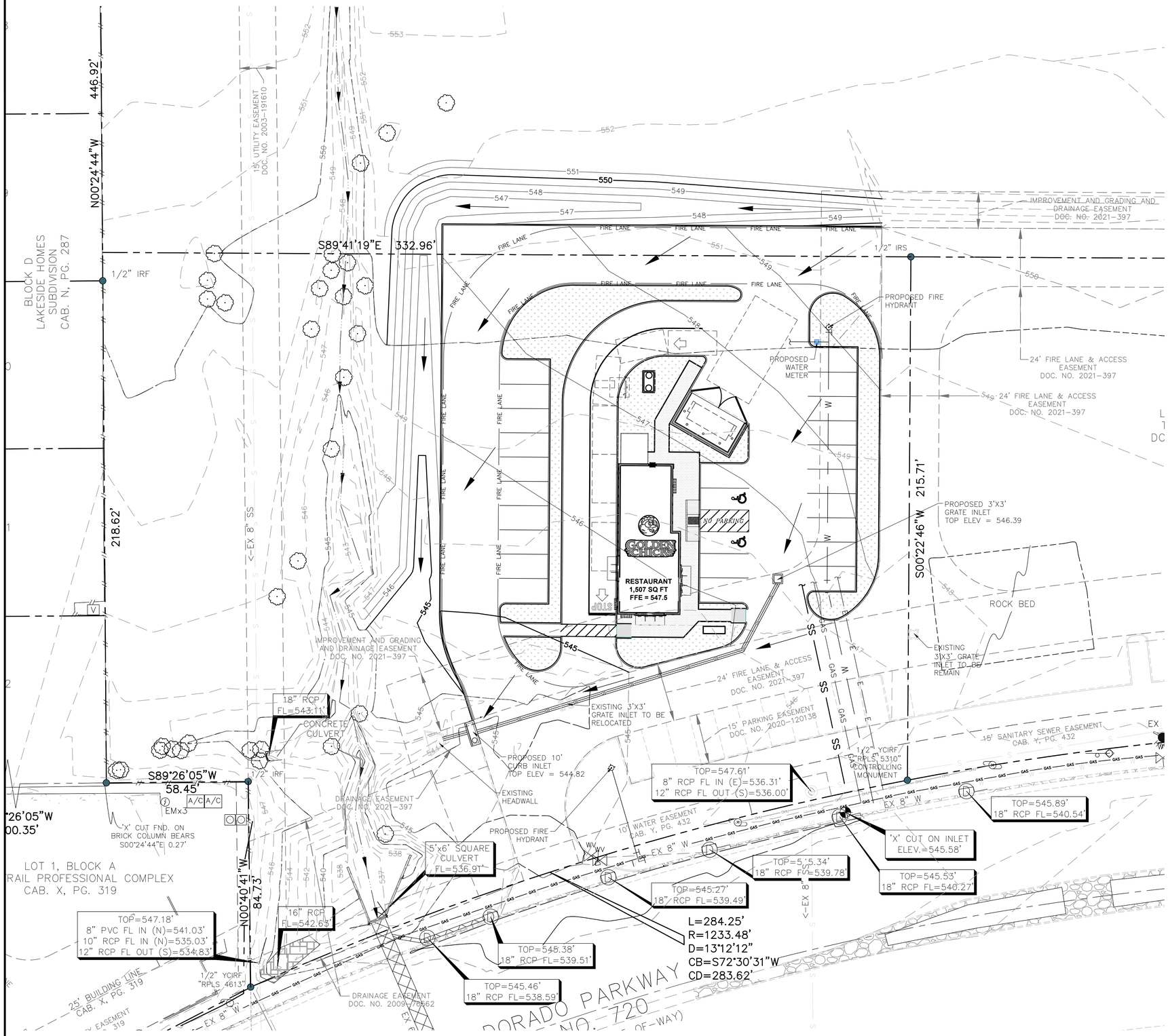
GOLDEN CHICK

SITE PLAN
LOT 2R1, BLOCK 1,
TRICON ADDITION, 1.880 AC
TOWN OF LITTLE ELM
DENTON COUNTY

05/18/23
STATE OF TEXAS
TICHATONGA MHLANGA
143187
LICENSED
PROFESSIONAL ENGINEER

	DATE: 05-18-23
DRAWN BY: ML	DATE: 05-18-23
REVIEWED BY: TM	DATE: 05-18-23

SHEET NO:
C-02



LEGEND

- EXISTING CURB AND GUTTER
- EASEMENTS
- EXISTING SIDEWALK
- PROPERTY BOUNDARY LINE
- PROPOSED SIDEWALK
- PROPOSED CURB & GUTTER
- LANDSCAPE SET BACK
- EXISTING STORM LINE
- EXISTING OVER HEAD ELECTRIC
- EXISTING SANITARY SEWER LINE
- EXISTING WATER LINE
- EXISTING UNDERGROUND TELEPHONE
- EXISTING GAS LINE
- EXISTING EASEMENTS
- EXISTING CURB AND GUTTER
- PROPOSED LANDSCAPE AREA
- PROPOSED FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING TELEPHONE UTILITY
- EXISTING LIGHT POLE
- EXISTING SIGN
- 453 PROPOSED CONTOUR
- 453 EXISTING CONTOUR
- PROPOSED FIRE LANE
- STAMPED CONCRETE WALKWAY
- TC= 55.60 / TP= 55.10 PROPOSED TOP OF CURB ELEVATION / PROPOSED TOP OF PAVEMENT ELEVATION
- PROPOSED DRAINAGE FLOW

811 Know what's below. Call before you dig.

CALL THE "ONE CALL NO." 1-800-DIGTESS 24 HR. (1-800-344-8377) BEFORE PERFORMING ANY EXCAVATION

C&M Engineering
CIVIL ENGINEERS
16520 TUCKO BEND COURT
PROSPER, TX 75078
T: 469-981-0939 M: 682-222-0639
TEXAS REGISTERED ENGINEERING FIRM F-23204

GOLDEN CHICK HART ROAD
1001 E ELDORADO PKWY
LITTLE ELM, TEXAS 75068

GOLDEN CHICK

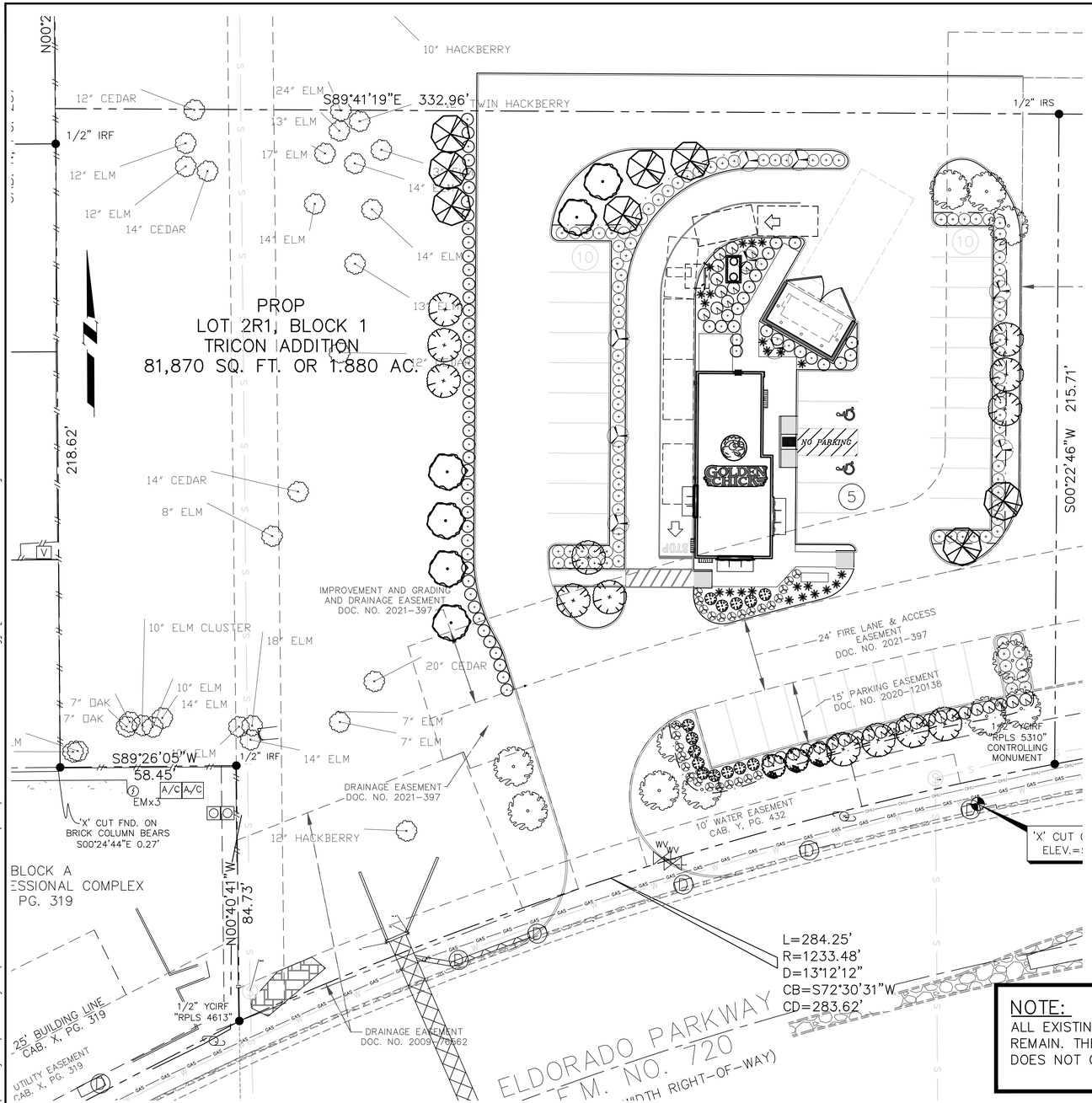
ENGINEERING & GRADING PLAN

LOT 2R1, BLOCK 1,
TRICON ADDITION, 1.880 AC
TOWN OF LITTLE ELM
DENTON COUNTY

05/18/23
STATE OF TEXAS
TICHATONGA MHLANGA
143187
LICENSED
PROFESSIONAL ENGINEER

	DATE: 05-18-23
DRAWN BY: ML	DATE: 05-18-23
REVIEWED BY: TM	DATE: 05-18-23

SHEET NO:
C-03



LANDSCAPE PLAN
SCALE: 1"=20'

LANDSCAPE NOTES

1. ALL LANDSCAPING SHALL BE INSTALLED IN ACCORDANCE WITH THE RULES OF GOOD ARBORICULTURAL PRACTICE AS SET FORTH BY THE ANSI A300 CURRENTLY IN EFFECT AT THE TIME OF THE WORK.
2. PLANT MATERIAL SHALL BE TRUE TO NAME, VARIETY AND SIZE AND SHALL CONFORM TO ALL APPLICABLE PROVISIONS OF THE AMERICAN STANDARDS FOR NURSERY STOCK, LATEST EDITION, AS PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION.
3. LANDSCAPE CONTRACTOR SHALL PERFORM ALL WORK IN ACCORDANCE WITH ALL THE APPLICABLE FEDERAL, STATE AND LOCAL RULES AND REGULATIONS. LANDSCAPE CONTRACTOR SHALL BE LICENSED IN THE STATE OF TEXAS AT THE TIME OF INSTALLATION.
4. WHEN PLANT MATERIAL IS NOT AVAILABLE, LANDSCAPE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT FOR APPROVAL OF SUBSTITUTIONS.
5. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR PROPER SURFACE DRAINAGE OF LANDSCAPED AREAS.
6. ALL PLANTING BEDS AND TREE WELLS SHALL BE MULCHED. ALL OTHER AREAS SHALL BE SEEDED AND/OR SODDED WITH BUFFALO GRASS.
7. AUTOMATIC IRRIGATION SYSTEM WILL BE INSTALLED AS PART OF THIS PROJECT. PLANTING BEDS WILL BE IRRIGATED USING DRIP IRRIGATION FOR WATER CONSUMPTION REDUCTION. IRRIGATION DESIGN BY OTHERS.
8. QUANTITIES ARE PROVIDED AS REFERENCE. CONTRACTOR IS RESPONSIBLE TO PROVIDE NECESSARY QUANTITY OF PLANTS TO MEET THE DESIGN INTENT.

REQUIRED LANDSCAPE NOTES

1. THE OWNER, TENANT AND THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING.
2. ALL REQUIRED LANDSCAPING SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES.
3. THIS SHALL INCLUDE MOWING, EDGING, PRUNING, FERTILIZING, WATERING, WEEDING AND SUCH ACTIVITIES COMMON TO THE MAINTENANCE OF LANDSCAPING.
4. LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS AND OTHER SUCH MATERIAL OR PLANTS NOT A PART OFTHE LANDSCAPING.
5. NO SUBSTITUTIONS FOR PLANT MATERIALS ARE ALLOWED WITHOUT WRITTEN APPROVAL BY THE DIRECTOR AND ACKNOWLEDGED BY AN APPROVAL STAMP ON THE LANDSCAPE PLAN.
6. THE RIGHT-OF-WAY ADJACENT TO REQUIRED LANDSCAPE AREAS SHALL BE MAINTAINED BY THE ADJACENT PROPERTY OWNER IN THE SAME MANNER AS THE REQUIRED LANDSCAPE AREA. ALL DRIVEWAYS WILL MAINTAIN VISIBILITY AS APPROVED BY THE DIRECTOR.
7. ALL PLANTINGS INTENDED FOR EROSION CONTROL WILL BE MAINTAINED. THE TOWN MAY
8. REQUIRE REVEGETATION TO PREVENT EROSION OR SLIPPAGE.
9. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR. PLANT MATERIALS WHICH DIE SHALL BE REPLACED WITH PLANT MATERIAL OF SIMILAR VARIETY AND SIZE, WITHIN THIRTY (30) DAYS OR A DATE APPROVED BY THE DIRECTOR, BASED ON CURRENT SEASONS AND WEATHER CONDITIONS (E.G. DROUGHT OR FREEZE).
10. WHEN POWER LINES ARE PRESENT, TREES SHALL NOT BE PLANTED UNDERNEATH AND SHOULD BE ORIENTED IN A MANNER TO AVOID CONFLICT. SUBSTITUTION OF PLANT MATERIAL IS NOT ALLOWED WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE DIRECTOR.
11. ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS AND EVAPOTRANSPIRATION (ET) WEATHER-BASED CONTROLLERS AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.
12. ALL TREES ARE TO BE EQUIPPED WITH A BUBBLER IRRIGATION SYSTEM.
13. REQUIRED LANDSCAPED OPEN AREAS AND DISTURBED SOIL AREAS SHALL BE COMPLETELY COVERED WITH LIVING PLANT MATERIAL, PER THE LANDSCAPE ORDINANCE.
14. ALL STREETSCAPE FURNITURE (BENCHES, BOLLARDS, LAMPPOSTS, TRASH RECEPTACLES, PATIO FURNITURE, BIKE RACKS, ETC.) SHALL BE A CHIP AND FLAKE RESISTANT METAL, DECORATIVE, AND GENERALLY BLACK "STORM CLOUD" IN COLOR.

PLANT MATERIAL CHART

SYMBOL	COMMON NAME	BOTANICAL NAME	QUANTITY	SPECIFICATIONS
	LIVE OAK	Quercus virginiana	6	4" CAL., 10'-12' Ht.
	LACEBARK ELM	Ulmus parvifolia	13	4" CAL., 10'-12' Ht.
	SHUMARD OAK	Quercus shumardii	8	4" CAL., 10'-12' Ht.
	CHINESE PISTACH	Pistacia chinensis	11	4" CAL., 10'-12' Ht.
	CHASE TREE / VITEX (ORNAMENTAIL)	Vitex agnus-castus	3	4" CAL., 10'-12' Ht.
	EVERGREEN VIBURNUM	Viburnum odoratissimum	68	5 GAL., 36" O.C.
	INDIAN HAWTHORNE	Raphiolepis indica	90	3 GAL., 36" O.C.
	CARISSA HOLLY	Ilex cornuta Carissa	34	5 GAL., 36" O.C.
	TEXAS SAGE	Leucophyllum frutescens	16	5 GAL., 36" O.C.
	BARBERRY	Berberis thunbergii	27	3 GAL., 36" O.C.
	RED YUCCA	Hesperaloe parviflora	21	3 GAL.
	FOSTER HOLLY	Ilex x attenuata 'Fosteri	8	10 GAL., 5'-6' HT.

NOTE:
ALL EXISTING TREES ON THE SITE WILL REMAIN. THE LIMITS OF CONSTRUCTIONS DOES NOT CONTAIN ANY TREES.

LANDSCAPE REQUIREMENTS				
	MANDATORY REQUIREMENT	SITE	REQUIRED	PROVIDED
STREET BUFFER ZONE	1 TREE /30 L.F + 1 ORNAMENTALS	285 L.F.	10+2	12+3
RESIDENTIAL BUFFER ZONE	1 TREE /30 L.F	218 L.F.	8	10
INTERIOR ZONE	1 TREE/ 400 S.F.	5254 S.F.	14	16
		TOTAL	32+2	38+3

LANDSCAPE DESIGN POINTS

SITE AREA - 81,870 S.F. (1.880 Ac.)
POINTS REQUIRED - 20
POINTS PROVIDED - 20

FOUNDATION PLANTING - 5 PTS
OPEN SPACE - 5 PTS
ENHANCE CANOPY - 5 PTS
ENHANCE LANDSCAPNG - 5 PTS.

CERTIFICATION

This plan was prepared by Jose L. Barro, Landscape Architect or under his direct supervision according to all of the statutes and regulations of the State of Texas.

Jose L. Barro Date 5/21/2023

REGISTERED LANDSCAPE ARCHITECT JOSE L. BARRO 1985 STATE OF TEXAS

Jose L Barro, Landscape Architect and Planner, LLC
1177 Magnolia Wood Avenue
Baton Rouge, LA 70808
Phone: 225-571-9534
E-mail: JBarro1972@gmail.com

20 0 20 40
SCALE OF FEET

#

Jose L. Barro
Landscape Architect and Planner, LLC
1177 Magnolia Wood Ave.
Baton Rouge, LA 70808
225.571.9534

REGISTERED LANDSCAPE ARCHITECT JOSE L. BARRO 1985 STATE OF TEXAS 5/21/23

REVISIONS			
NO.	BY	DATE	REMARKS

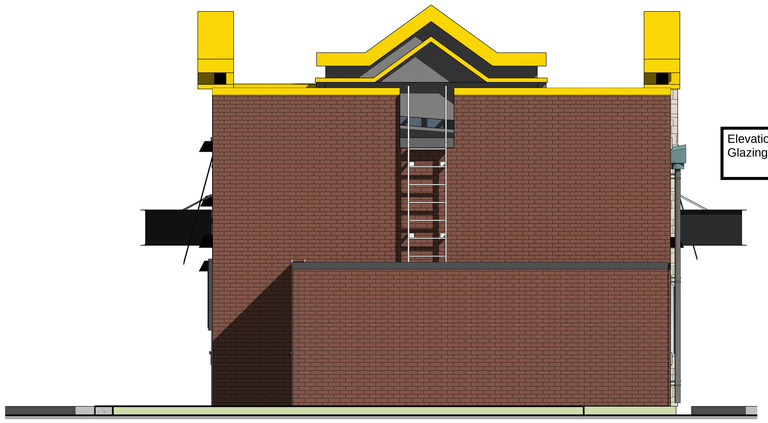
SHEET INFO	
DESIGNED	JLB
DRAWN	JLB
CHECKED	JLB
APPROVED	JLB
LAST EDIT	5/21/2023
PLOT DATE	5/21/2023
SUBMITTAL	

LANDSCAPE PLAN
GOLDEN CHICK
1001 E. EL DORADO PARKWAY
LITTLE ELM, TX

PROJECT NUMBER	DRAWING FILE NAME	SCALE
2022-016	2022-016 GC LITTLE ELM TX-L	1"-20'

SHEET NUMBER
L1

[DATE: 5/21/2023 4:05 PM] [AUTHOR: jbarr] [PLOTTER: AutoCAD PDF (General Documentation).pc3] [STYLE: JLB-LA-2021.ctb]
[PATH: C:\Users\jbarr\Onedrive\Documents\01-JLB LA LLC\01-Projects\2022 Projects\2022-016-GC Little Elm TX\DWG\2022-016 GC Little Elm TX-L.dwg] [LAYOUT: 1-LANDSCAPE PLAN]



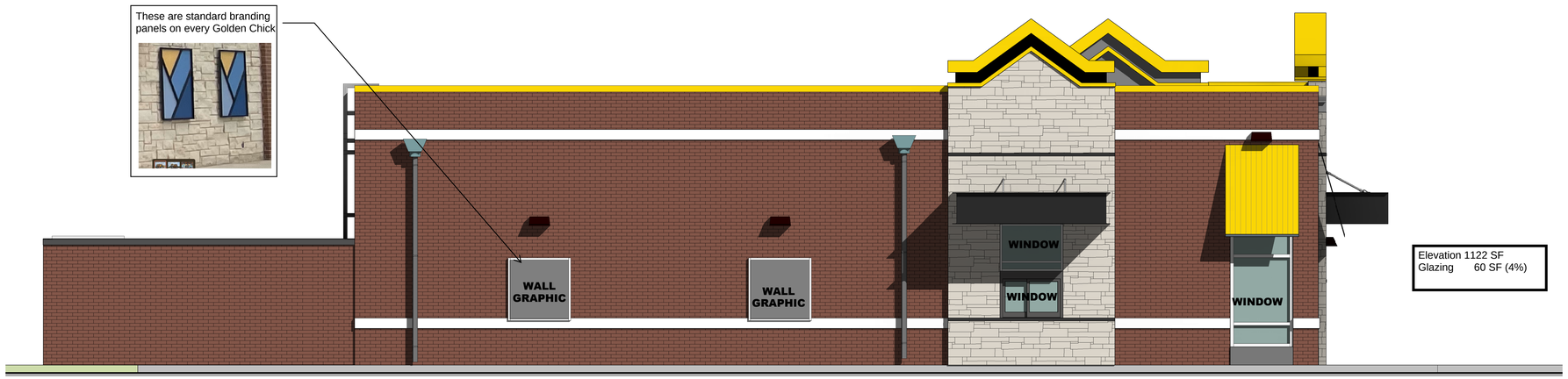
Elevation 466 SF
Glazing 0 SF (0%)

04 E-REAR ELEVATION
SCALE: 1/4" = 1'-0"



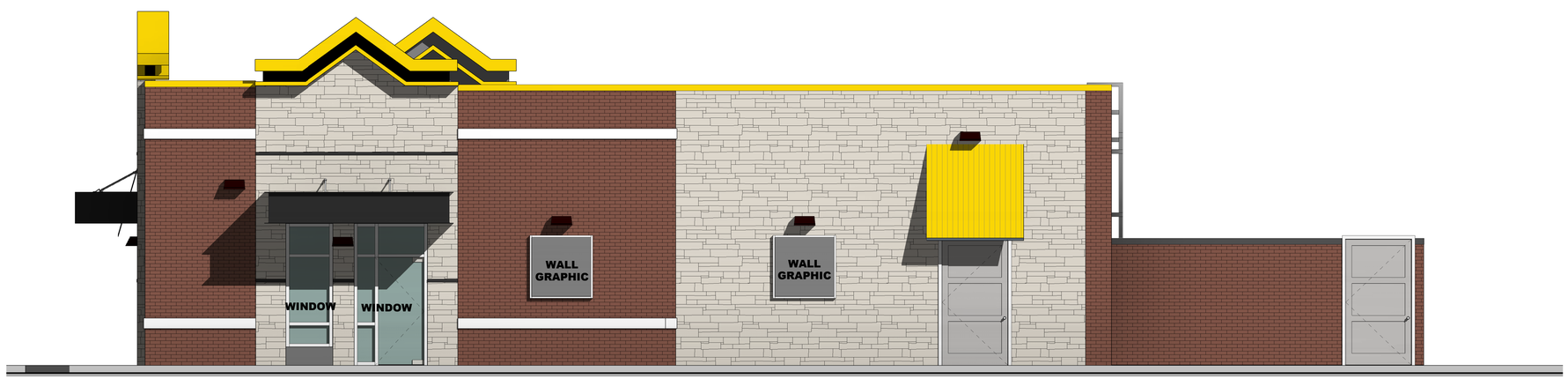
Elevation 469 SF
Glazing 141 SF (30%)

03 W-FRONT ELEVATION
SCALE: 1/4" = 1'-0"



Elevation 1122 SF
Glazing 60 SF (4%)

02 N-DRIVE-THROUGH SIDE ELEVATION
SCALE: 1/4" = 1'-0"



01 S-ENTRY SIDE ELEVATION
SCALE: 1/4" = 1'-0"

	KEY NOTES:
1	BUILDING SIGNAGE; FOR REVIEW UNDER SEPARATE PERMIT, RE: ELECTRICAL, GC TO PROVIDE WIRING
2	PRE-FABRICATED ALUMINUM AWNING BY SIGNAGE VENDOR.
3	PRE-FABRICATED ALUMINUM CANOPY AND TURNBUCKLES BY SIGNAGE VENDOR.
4	DASHED LINE INDICATES ROOF LINE BEYOND
5	PRE-FINISHED DOWNSPOUT AND COLLECTION BOX, RE: 5/A3.4
6	WALL MOUNTED SCONCES, RE: ELECTRICAL
7	EMERGENCY LIGHTING FOR EGRESS DOOR, RE: ELECTRICAL
8	KNOX BOX, MOUNT NO LOWER THAN 5'-0" AND NO HIGHER THAN 6'-0" A.F.F., VERIFY FINAL LOCATION WITH FIRE MARSHAL PRIOR TO INSTALL
9	STEEL LADDER MOUNTED TO THE BUILDING FOR ROOF ACCESS, PAINT , RE: 1/A3.4 EP-1
10	STAINLESS STEEL TRANSACTION EDGE.
11	ELECTRICAL SWITCH GEAR, METER AND C.T. PAINT EP-1
12	GAS METER, RE: PLUMBING. PAINT EP-1
13	G.C. TO PROVIDE CODE COMPLIANT STREET ADDRESS SIGNAGE
14	LED STRIP LIGHT ON PARAPAET CAP BY SIGNAGE VENDOR, RE: ELEC.
15	BUILDING ROOF PEAK PROVIDED BY SIGNAGE VENDOR, RE: WALL SECTIONS FOR LIMITS OF BUILDING ROOF PEAK AND INSTALLATION.
16	METAL DECOR FRAME.

	EXTERIOR FINISH SCHEDULE
EXTERIOR FINISH	
EF-1	KING SIZE THIN BRICK
EF-2	THIN STONE
EF-3	KING SIZE BLACK GLAZED FULL BRICK (FACED IN FIELD)
EF-4	8" WIDE INTEGRAL COLOR EIFS BAND
EF-5	BLACK WALL TILE
EXTERIOR PAINT	
EP-1	OIL BASED PAINT PAPRIKA
ROOFING	
R-1	SINGLE PLY MEMBRANE
R-2	PREFINISHED METAL PARAPET CAP

Front elevation:
Brick – 155 SF (47.5%)
Stone – 155 SF (47.5%)
EIFS Band – 8 SF (2%)
Black Tile – 10 SF (3%)

Side entry side elevation:
Brick – 331 SF (34%)
Stone – 626 SF (64%)
EIFS Band – 24 SF (2%)
Black Tile – 4 SF (1%)

Rear elevation:
Brick – 399 SF (100%)

Drive Thru Side elevation:
Brick – 825 SF (81%)
Stone – 172 SF (16%)
EIFS Band – 9 SF (2%)
Black Tile – 5 SF (1%)

VIZUAL ARCHITECTURE

ARCHITECT
VIZUAL ARCHITECTURE, LLC.
JOHNNY LIMONES
214.515.2106
johnny@vizualarchitecture.com
www.vizualarchitecture.com

GOLDEN CHICK (PROTO 2052)
ANYWHERE, USA
ANYWHERE USA

CURRENT REVISION

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION

EXTERIOR ELEVATIONS

A2.0

Project # 000000
Scale As indicated

Date:	07/18/2023
Agenda Item #:	6. E.
Department:	Economic Development Corporation
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Hold a Public Hearing, Present, Discuss and Consider Action on **Ordinance No. 1712, Accepting and Approving an Updated Service and Assessment Plan and Improvement Area #1 Assessment Roll - Additional Improvement Area #1 Projects for the Spiritas Ranch Public Improvement District.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1712

DESCRIPTION:

The Town Council will conduct a public hearing to consider testimony and act upon Ordinance No. 1712 accepting and approving an Updated Service and Assessment Plan and Improvement Area #1 Assessment Roll - Additional Improvement Area #1 Projects for the Spiritas Ranch Public Improvement District; making a finding of special benefit to the property in the District; levying assessments against property within the District and establishing a lien on such property; providing for the method of assessment and the payment of the assessment in accordance with Chapter 372, Texas Local Government Code, as amended.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Ordinance 1712 Accepting and Approving Updated Service Plan

ORDINANCE NO. 1712

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS ACCEPTING AND APPROVING AN UPDATED SERVICE AND ASSESSMENT PLAN AND IMPROVEMENT AREA #1 ASSESSMENT ROLL – ADDITIONAL IMPROVEMENT AREA #1 PROJECTS FOR THE SPIRITAS RANCH PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN IMPROVEMENT AREA #1 OF THE DISTRICT; LEVYING ASSESSMENTS AGAINST PROPERTY WITHIN IMPROVEMENT AREA #1 OF THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a petition was submitted and filed with the Town Secretary (the "Town Secretary") of the Town of Little Elm, Texas (the "Town") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), requesting the creation of a public improvement district located partially within the corporate limits of the Town and partially within in the extraterritorial jurisdiction of the Town; and

WHEREAS, the petition contained the signature of the owner of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the proposed District, as determined by the then current ad valorem tax rolls of the Denton Central Appraisal District, and the signature of the record owner of taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the proposed District; and

WHEREAS, on December 15, 2020, after due notice, the Town Council of the Town (the "Town Council") held the public hearing in the manner required by law on the advisability of the improvement projects and services described in the petition as required by Section 372.009 of the PID Act and on February 2, 2021, the Town Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 0202202101 (the "Authorization Resolution"), adopted by a majority of the members of the Town Council, authorized and created the Spiritas Ranch Public Improvement District (the "District") in accordance with its finding as to the advisability of the improvement projects and services and also made findings and determinations relating to the estimated total costs of certain Authorized Improvements; and

WHEREAS, the Town published the Authorization Resolution as required by law; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the Town Secretary; and

WHEREAS, the District is now located entirely within the corporate limits of the Town; and

WHEREAS, the Town has issued $43,200,000 Town of Little Elm, Texas Special Assessment Revenue Bonds, Series 2021 (Spiritas Ranch Public Improvement District Improvement Area #1 Projects and Major Improvement Area Projects) that are secured by special assessments levied on the Improvement Area #1 Assessed Property and the Major Improvement Area Assessed Property, collectively (each as defined in the Service and Assessment Plan); and

WHEREAS, on June 20, 2023, the Town Council adopted a resolution approving a preliminary updated service and assessment plan, including a proposed assessment roll for Improvement Area #1 of the District; calling for a public hearing to consider an ordinance levying assessments on property within Improvement Area #1 of the District (the "Assessments"); authorizing and directing the Town Secretary of the Town to file the proposed assessment roll for Improvement Area #1 of the District and make such assessment roll available for public inspection; authorizing and directing the publication of notice of a public hearing to consider the levying of the Assessments against the property within Improvement Area #1 of the District (the "Levy and Assessment Hearing"); authorizing and directing the mailing of notice of the Levy and Assessment Hearing to owners of property liable for assessment; and directing related action; and

WHEREAS, on June 21, 2023 the Town Secretary filed the Additional Improvement Area #1 Projects Assessment Roll (defined below) and made the same available for public inspection; and

WHEREAS, the Town Secretary, pursuant to Section 372.016(b) of the PID Act, published notice of the Levy and Assessment Hearing on July 2, 2023 in the *Denton Record-Chronicle*, a newspaper of general circulation in the Town; and

WHEREAS, the Town Secretary, pursuant to Section 372.016(c) of the PID Act, mailed the notice of the Levy and Assessment Hearing to the last known addresses of the owners of the property liable for the Assessments; and

WHEREAS, on July 18, 2023, the Town Council opened the Levy and Assessment Hearing, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Additional Improvement Area #1 Projects Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the Actual Costs of the additional Authorized Improvements to be undertaken for the benefit of the Improvement Area #1 Assessed Property (as defined in the Service and Assessment Plan) (the "Additional Improvement Area #1 Projects"), the purposes of the Assessments, the special benefits of the Additional Improvement Area #1 Projects, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the Town Council finds and determines that the Additional Improvement Area #1 Projects Assessment Roll and the Spiritas Ranch Public Improvement District Service and Assessment Plan, dated July 18, 2023, in a form substantially similar to the attached *Exhibit A,* which final form shall be approved by the Town Manager and the Town's advisors (as updated, the "Service and Assessment Plan"), and which is incorporated herein for all purposes, should be

approved and that the Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan and the assessment roll attached thereto as Appendix H-2 (the "Additional Improvement Area #1 Projects Assessment Roll"); and

WHEREAS, the Town Council further finds that there were no objections or evidence submitted to the Town Secretary in opposition to the Service and Assessment Plan, the allocation of the Actual Costs of the Additional Improvement Area #1 Projects (as described in the Service and Assessment Plan), the Additional Improvement Area #1 Projects Assessment Roll, or the levy of the Assessments against the Improvement Area #1 Assessed Property; and

WHEREAS, the owners (the "Landowners"), or their representatives, of the majority of the privately-owned and taxable property located within Improvement Area #1 of the District, who are the persons to be assessed pursuant to this Ordinance, have previously indicated their approval and acceptance of the Service and Assessment Plan, approval of the Additional Improvement Area #1 Projects Assessment Roll, approval of this Ordinance, and approval of the levy of the Assessments against their property located within Improvement Area #1 of the District; and

WHEREAS, the Town Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the Town, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act.

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

Section 1. Terms.

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

Section 2. Findings.

The findings and determinations set forth in the preambles hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section. The Town Council hereby finds, determines, and ordains, as follows:

(a) The apportionment of the Actual Costs of the Additional Improvement Area #1 Projects (as reflected in the Service and Assessment Plan), and the Administrative Expenses (as defined in and as described by the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each assessed parcel of Improvement #1 Assessed Property will receive from the construction of the Additional Improvement Area #1 Projects identified in the Service and Assessment Plan, and is hereby approved;

(b) The Service and Assessment Plan (i) covers a period of at least five years, (ii) defines the annual indebtedness and projected costs for the Additional Improvement Area #1 Projects, and (iii) includes a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service and Assessment Plan and has been

reviewed and updated annually, including the updated Service and Assessment Plan attached hereto as ***Exhibit A****;*

(c) The Service and Assessment Plan apportions the Actual Costs of the Additional Improvement Area #1 Projects to be assessed against the Improvement Area #1 Assessed Property as Assessments and such apportionment is made on the basis of special benefits accruing to the Improvement Area #1 Assessed Property because of the Additional Improvement Area #1 Projects;

(d) All of the real property in Improvement Area #1 of the District which is being assessed in the amounts shown in the Additional Improvement Area #1 Projects Assessment Roll will be benefited by the Additional Improvement Area #1 Projects proposed to be constructed as described in the Service and Assessment Plan, and each assessed parcel of Improvement Area #1 Assessed Property will receive special benefits during the term of the Assessments equal to or greater than the total amount assessed;

(e) The method of apportionment of the Actual Costs of the Additional Improvement Area #1 Projects and Administrative Expenses set forth in the Service and Assessment Plan results in imposing equal shares of the Actual Costs of the Additional Improvement Area #1 Projects and Administrative Expenses on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the Actual Costs of the Additional Improvement Area #1 Projects;

(f) The Service and Assessment Plan should be approved as the service plan and assessment plan for the District as described in Sections 372.013 and 372.014 of the PID Act;

(g) The Additional Improvement Area #1 Projects Assessment Roll should be approved as an assessment roll for the Improvement Area #1 Assessed Property within the District;

(h) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Assessments, interest on Annual Installments, interest and penalties on delinquent Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Assessments should be approved and will expedite collection of the Assessments in a timely manner in order to provide the services and improvements needed and required for Improvement Area #1 of the District; and

(i) A written notice of the date, hour, place and subject of this meeting of the Town Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered, and formally acted upon.

Section 3. Service and Assessment Plan.

The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the service plan and the assessment plan for the District.

Section 4. Additional Improvement Area #1 Projects Assessment Roll.

The Additional Improvement Area #1 Projects Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the Additional Improvement Area #1 Projects Assessment Roll of the District.

Section 5. Levy and Payment of Assessments for Actual Costs of the Additional Improvement Area #1 Projects.

(a) The Town Council hereby levies an assessment on each parcel of Improvement Area #1 Assessed Property (excluding Non-Benefitted Property, as defined in the Service and Assessment Plan), as shown and described in the Service and Assessment Plan and the Additional Improvement Area #1 Projects Assessment Roll, in the respective amounts shown on the Additional Improvement Area #1 Projects Assessment Roll, as a special assessment on the properties set forth in the Additional Improvement Area #1 Projects Assessment Roll.

(b) The levy of the Assessments shall be effective on the date of execution of this Ordinance levying the Assessments and strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.

(c) The collection of the Assessments shall be as described in the Service and Assessment Plan and the PID Act.

(d) Each Assessment may be paid in a lump sum at any time or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) The Administrative Expenses for the Improvement Area #1 Assessed Property shall be calculated and collected pursuant to the terms of the Service and Assessment Plan.

Section 6. Method of Assessment.

The method of apportioning the Actual Costs of the Additional Improvement Area #1 Projects and Administrative Expenses is set forth in the Service and Assessment Plan.

Section 7. Penalties and Interest on Delinquent Assessments.

Delinquent Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan and as allowed by law.

Section 8. Prepayments of Assessments.

As provided in Section VI of the Service and Assessment Plan, the owner of any Improvement Area #1 Assessed Property subject to an Assessment may prepay the Assessments levied by this Ordinance.

Section 9. Lien Priority.

The Town Council and the Landowners intend for the obligations, covenants and burdens on the Landowners of each parcel of Improvement Area #1 Assessed Property, including without limitation such Landowners' obligations related to payment of the Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the Landowners, as the owners of each parcel of Improvement Area #1 Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Assessments shall have lien priority as specified in the Service and Assessment Plan and the PID Act.

Section 10. Appointment of Administrator and Collector of Assessments.

(a) Appointment of Administrator.

MuniCap, Inc., is hereby appointed and designated to initially serve, or until otherwise determined by the Town Council, as the Administrator of the Service and Assessment Plan and of the Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Administrative Expense.

(b) Appointment of Collector.

The Tax Assessor/Collector of Denton County is hereby appointed and designated as the collector of the Assessments.

Section 11. Applicability of Tax Code.

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of the Assessments by the Town.

Section 12. Filing in Land Records.

The Town Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and the Additional Improvement Area #1 Projects Assessment Roll, to be recorded in the real property records of Denton County. The Town Secretary is further directed to similarly file each Annual Service Plan Update (as defined in the Service and Assessment Plan) approved by the Town Council.

Section 13. Severability.

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Town Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 14. Effective Date.

This Ordinance shall take effect, and the levy of the Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage and execution hereof.

[*Remainder of page intentionally left blank; signatures follow*]

PASSED AND APPROVED, this the 18th day of July, 2023.

TOWN OF LITTLE ELM, TEXAS

_____
Curtis J. Cornelious, Mayor

ATTEST:

_____
Caitlan Biggs, Town Secretary

_____
Matt Mueller, Town Manager

(Town Seal)

APPROVED AS TO FORM:

_____
Robert Brown, Town Attorney

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the _____ day of _____, 2023 by Curtis J. Cornelious, Matt Mueller, Caitlan Biggs, and Robert Brown, Mayor, Town Manager, Secretary, and Town Attorney, respectively, of the Town of Little Elm, Texas on behalf of said Town.

_____
Notary Public, State of Texas

(SEAL)

EXHIBIT A

Service and Assessment Plan

SPIRITAS RANCH
PUBLIC IMPROVEMENT DISTRICT

TOWN OF LITTLE ELM, TEXAS

SERVICE AND ASSESSMENT PLAN

May 11, 2021 and updated for Additional Improvement Area #1 Projects July 18, 2023

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

SPIRITAS RANCH
PUBLIC IMPROVEMENT DISTRICT

SERVICE AND ASSESSMENT PLAN

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APPENDIX H-3 - COMBINED IMPROVEMENT AREA #1 PROJECTED ANNUAL INSTALLMENT SCHEDULE

I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On February 2, 2021, the Town Council of the Town of Little Elm, Texas passed and approved Resolution No. 0202202101 approving and authorizing the creation of Spiritas Ranch Public Improvement District (the "PID") to finance the costs of certain public improvements for the benefit of property in the PID, all of which is presently located within the Town of Little Elm, Texas.

The property in the PID is proposed to be developed in multiple phases, and the PID will finance public improvements as the property within the PID is developed. Assessments will be imposed on the property for the public improvements to be constructed.

Chapter 372 of the Texas Local Government Code, the "Public Improvement District Assessment Act" (as amended, the "PID Act"), governs the creation and operation of public improvement districts within the State of Texas. This Spiritas Ranch Public Improvement District Service and Assessment Plan (the "Service and Assessment Plan") has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan "must cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for improvements." The service plan is described in Section IV of this Service and Assessment Plan.

Section 372.014 of the PID Act requires that "an assessment plan must be included in the annual service plan." The assessment plan is described in Section V of this Service and Assessment Plan.

Section 372.015 of the PID Act requires that "the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district." The method of assessing the costs of the Authorized Improvements and apportionment of such costs to the property in the PID is included in Section V of this Service and Assessment Plan.

Section 372.016 of the PID Act requires that "after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter." The Assessment Rolls for the PID are included as Appendix G and Appendix H-1 and Appendix H-2 of this Service and Assessment Plan. The Assessments as shown on each Assessment Roll are based on the method of assessment and apportionment of costs described in Section V of this Service and Assessment Plan.

B. DEFINITIONS

Capitalized terms used herein shall have the meanings ascribed to them as follows:

"Actual Cost(s)" means, with respect to an Authorized Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement, as specified in a Certification for Payment that has been reviewed and approved by the Town. Actual Cost may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Authorized Improvement, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs for external professional costs associated with such Authorized Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services and taxes (e) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and material men in connection with the acquisition, construction or implementation of the Authorized Improvements, (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal, and consulting fees, financing charges, taxes, governmental fees and charges (including inspection fees, Town permit fees, development fees), insurance premiums, miscellaneous expenses, and all advances and payments for Administrative Expenses.

Actual Costs include general contractor's fees in an amount up to a percentage equal to the percentage of work completed and accepted by the Town or construction management fees in an amount up to five percent of the eligible Actual Costs described in a Certification for Payment. The amounts expended on legal costs, taxes, governmental fees, insurance premiums, permits, financing costs, and appraisals shall be excluded from the base upon which the general contractor and construction management fees are calculated.

"Additional Improvement Area #1 Improvements" mean the Authorized Improvements which only benefit Improvement Area #1 Assessed Property, which are described in Section III.C and funded with a portion of the Additional Improvement Area #1 Projects Reimbursement Agreement.

"Additional Improvement Area #1 Projects Reimbursement Agreement" means that certain Additional Improvement Area #1 Projects Reimbursement Agreement dated as of July 18, 2023 by and between the Town and the Developer in which the Developer agrees to fund certain Actual Costs of Additional Improvement Area #1 Projects (which consist of the Improvement Area #1 Improvements and Improvement Area #1's pro rata share of the Additional Major Improvements), and the Town agrees to reimburse the Developer with interest as permitted by the PID Act solely from Improvement Area #1 Assessment Revenues on a subordinate basis to the Series 2021 PID Bonds and/or the net proceeds of Bonds, if issued, for a portion of such Actual Costs funded by the Developer for Additional Improvement Area #1 Projects constructed and accepted by the Town for the benefit of the Improvement Area #1 Assessed Property.

"Additional Improvement Area #1 Projects" mean (i) the pro rata portion of the Additional Major Improvements allocable to Improvement Area #1, and (ii) the Additional Improvement Area #1 Improvements.

"Additional Interest" means the 0.50% additional interest rate charged on Assessments (if applicable) pursuant to Section 372.018 of the PID Act.

"Additional Interest Component" means the amount collected by application of the Additional Interest.

"Additional Interest Reserve" has the meaning set forth in Section V.G of this Service and Assessment Plan.

"Additional Major Improvement Projects" mean the pro rata portion of the Additional Major Improvements allocable to the Major Improvement Area Assessed Property, which are described in Section III.B.

"Additional Major Improvements" mean the Authorized Improvements described in Section III.B that benefit all Assessed Property within the PID.

"Administrative Expenses" mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the PID, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the Bonds, (v) paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to the Bonds, (viii) the Trustee fees and expenses relating to the Bonds, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses in one year shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

"Administrator" means the employee or designee of the Town, identified in any indenture of trust relating to any Bonds or in any other agreement approved by the Town Council, who shall have the responsibilities provided for herein.

"Annual Installment" means, with respect to each Parcel, each annual payment of: the Assessments, including any applicable interest, as shown on the Assessment Roll attached hereto

as Appendix G, Appendix H-1 and Appendix H-2, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, which annual payment includes amounts collected for the Additional Interest Component (if applicable) and Administrative Expenses.

"Annual Service Plan Update" has the meaning set forth in the second paragraph of Section IV of this Service and Assessment Plan.

"Assessed Property" means the property that benefits from the Authorized Improvements to be provided by the PID on which Assessments have been imposed as shown in each Assessment Roll, as each Assessment Roll is updated each year by the Annual Service Plan Update. Assessed Property includes all Parcels within the PID other than Non-Benefited Property.

"Assessment" means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years including the portion of those Annual Installments collected to pay Administrative Expenses, the Additional Interest Component and interest on all Assessments.

"Assessment Ordinance" means an Assessment Ordinance adopted by the Town Council approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan) and levying the Assessments.

"Assessment Revenues" mean the revenues actually received by or on behalf of the Town from the collection of Assessments.

"Assessment Roll" means, as applicable, the Major Improvement Area Assessment Roll – Initial Major Improvements, the Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Improvements, the Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects, or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update.

"Authorized Improvements" mean those public improvements described in Appendix B of this Service and Assessment Plan and Section 372.003 of the PID Act, constructed, installed, or purchased in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

"Bonds" mean any bonds issued in one or more series for financing the Authorized Improvements and secured in whole or in part by the Assessment Revenues.

"Certification for Payment" means the certificate to be provided by the Developer, or his designee, to substantiate the Actual Cost of one or more Authorized Improvements.

"Delinquent Collection Costs" mean interest, penalties and expenses incurred or imposed with respect to any delinquent installment of an Assessment in accordance with the PID Act and the costs related to pursuing collection of a delinquent Assessment and foreclosing the lien against the Assessed Property, including attorney's fees.

"Developer" means MM Little Elm 548, LLC, a Texas limited liability company and its successors and assigns.

"Development Agreement" means that certain "Spiritas Ranch Development Agreement" by and between the Town and the Developer, and related to the development of the Property effective February 2, 2021, as the same may be amended from time to time.

"Equivalent Units" mean, as to any Parcel the number of dwelling units by lot type expected to be built on the Parcel multiplied by the factors calculated and shown in Appendix E attached hereto.

"Future Improvement Area Assessed Property" means all Parcels within the Future Improvement Area other than Non-Benefited Property.

"Future Improvement Area Bonds" means bonds issued to fund Future Improvement Area Improvements (or a portion thereof) in a Future Improvement Area that are secured by Assessments levied on Future Improvement Area Assessed Property. In connection with Future Improvement Area Bonds, Assessments related to such Future Improvement Area Bonds will be levied only on property located within the applicable Future Improvement Area to finance Authorized Improvements which will only benefit such Future Improvement Area.

"Future Improvement Area Improvements" means those Authorized Improvements which will confer a special benefit to the related Future Improvement Area.

"Future Improvement Areas" means Improvement Areas that are fully developed after Improvement Area #1, as such areas are generally depicted in Appendix A. The Future Improvement Areas are subject to adjustment and are shown for example only.

"Homeowner Association" means a homeowner's association or property owners' association established for the benefit of property owners within the boundaries of the PID.

"Homeowner Association Property" means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an exclusive use easement, a homeowner's association.

"Improvement Area" means one or more Parcels within the PID that will be developed in the same general time period. The Parcels within an Improvement Area will be assessed in connection with the issuance of Bonds or upon the execution of a reimbursement agreement related to such Authorized Improvements (or the portion thereof) designated in an update to this Service and Assessment Plan that specially benefit the Parcels within the Improvement Area.

"Improvement Area #1" or **"IA #1"** means the initial Improvement Area to be developed and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix H.

"Improvement Area #1 Assessed Property" means all Parcels within Improvement Area #1 other than Non-Benefited Property and shown in the Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Improvements and the Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects against which an Assessments relating to the Initial Improvement Area #1 Projects and Additional Improvement Area #1 Projects are levied.

"Improvement Area #1 Assessment Revenues" mean the actual revenues received by or on behalf of the Town from the collection of Assessments levied against Improvement Area #1 Assessed Property, or the Annual Installments thereof, for the Initial Improvement Area #1 Projects and Additional Improvement Area #1 Projects, as applicable. The Improvement Area #1 Assessment Revenues collected from Improvement Area #1 Assessed Property shall be used first to satisfy the portion of the debt service requirements of the Series 2021 PID Bonds allocable to Improvement Area #1 and then to secure the Town's obligation in connection with the Additional Improvement Area #1 Projects Reimbursement Agreement.

"Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects" means the document included in this Service and Assessment Plan as Appendix H-2**,** as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with any Annual Service Plan Update.

"Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects" means the document included in this Service and Assessment Plan as Appendix H-1**,** as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with any Annual Service Plan Update.

"Initial Improvement Area #1 Improvements" mean the Authorized Improvements which only benefit Improvement Area #1 Assessed Property, which are described in Section III.C and funded with the Series 2021 PID Bonds.

"Initial Improvement Area #1 Projects" mean (i) the pro rata portion of the Major Improvements allocable to Improvement Area #1, and (ii) the Initial Improvement Area #1 Improvements.

"Initial Major Improvement Projects" mean the pro rata portion of the Initial Major Improvements allocable to the Major Improvement Area Assessed Property, which are described in Section III.B.

"Lot" means a tract of land described as a "lot" in a subdivision plat recorded in the official public records of Denton County, Texas.

"Lot Type" means a classification of final building lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, etc.), as determined by the Administrator and confirmed by the Town Council. In the case of single family residential lots, the Lot Type shall be further defined by classifying the residential lots by the estimated average home value for each home at the time of assessment levy (as shown in Appendix E for the calculation of Equivalent Units), considering factors such as density, lot size, proximity to amenities, view premiums, location, and any other factors that may impact the average home value on the lot, as determined by the Administrator and confirmed by the Town Council.

"Major Improvements" mean the Initial Major Improvements and Additional Major Improvements which benefit all Assessed Property within the PID and are described in Section III.B.

"Major Improvement Area" or **"MIA"** mean the property within the PID excluding Improvement Area #1 which is to be developed subsequent to Improvement Area #1, and generally depicted in Appendix A of this Service and Assessment Plan or any Annual Service Plan Update.

"Major Improvement Area Assessed Property" means, for any year, all Parcels within the PID other than (a) Non-Benefited Property, and (b) Parcels within Improvement Area #1 against which an Assessment to the Major Improvements is or anticipated to be levied.

"Major Improvement Area Assessment Revenues" mean the revenues actually received by or on behalf of the Town from the collection of Assessments levied against Major Improvement Area Assessed Property, or the Annual Installments thereof, for the Initial Major Improvement Area Projects. It is anticipated that additional Assessments may be levied against the Major Improvement Area Assessed Property for the costs of the Additional Major Improvement Area Projects in the future.

"Major Improvement Area Assessment Roll – Initial Major Improvements" means the document included in this Service and Assessment Plan as Appendix G, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with any Annual Service Plan Update.

"Non-Benefited Property" means Parcels that accrue no special benefit from the Authorized Improvements, including Homeowner Association Property, Public Property and easements that create an exclusive use for a public utility provider to the extent they accrue no special benefit. Property identified as Non-Benefited Property at the time the Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel, is not assessed. Assessed Property converted to Non-Benefited Property, if the Assessments may not be reallocated pursuant to the provisions herein, remains subject to the Assessments and requires the Assessments to be prepaid as provided for in Section VI.E.

"Parcel" or **"Parcels"** means a parcel or parcels within the PID identified by either a tax map identification number assigned by the Denton Central Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the real property records of Denton County.

"PID" has the meaning set forth in Section I.A of this Service and Assessment Plan.

"PID Act" means Texas Local Government Code Chapter 372, Public Improvement District Assessment Act, Subchapter A, Public Improvement Districts, as amended.

"Prepayment Costs" mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment, reasonably expected to be incurred by or imposed upon the Town as a result of any prepayment of an Assessment.

"Public Property" means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, Denton County, the Town, a school district or any other public agency, whether in fee simple or through an exclusive use easement.

"Series 2021 PID Bonds" mean those certain Town of Little Elm Texas, Special Assessment Revenue Bonds, Series 2021 (Spiritas Ranch Public Improvement District Improvement Area #1 Projects and Major Improvement Area Projects) that are secured collectively by Improvement Area #1 Assessment Revenues and Major Improvement Area Assessment Revenues.

"Service and Assessment Plan" means this Service and Assessment Plan prepared for the PID pursuant to the PID Act, as the same may be amended from time to time.

"Town" means the Town of Little Elm, Texas.

"Town Council" means the duly elected governing body of the Town.

"Trustee" means the fiscal agent or trustee as specified in the Trust Indenture, including a substitute fiscal agent or trustee.

"Trust Indenture" means an indenture of trust, ordinance or similar document setting forth the terms and other provisions relating to the Bonds, as modified, amended, and/or supplemented from time to time.

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II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is presently located within the Town and and contains approximately 545 acres of land. A map of the property within the PID is shown on Appendix A to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 2,156 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID.

The property within the PID is proposed to be developed as follows:

Table II-A
Proposed Development

Proposed Development	Quantity	Measurement
Single-Family - 40 Ft	876	Units
Single-Family - 50 Ft	977	Units
Single-Family - 60 Ft	303	Units
Total	**2,156**	**Units**

B. PROPERTY INCLUDED IN IMPROVEMENT AREA #1 AND THE MAJOR IMPROVEMENT AREA

Improvement Area #1 consists of approximately 251 acres and is projected to consist of 1,057 single family residential units, to be developed as Improvement Area #1, as further described in Section III. The Major Improvement Area consists of approximately 294 acres and are projected to consist of approximately 1,099 residential units. A map of the property within Improvement Area #1 and the Major Improvement Area is shown in Appendix A.

C. PROPERTY INCLUDED IN FUTURE IMPROVEMENT AREAS

As Future Improvement Areas are developed, Future Improvement Area Bonds may be issued for each new Improvement Area. In connection with the issuance of each new Future Improvement Area Bond, this Service and Assessment Plan will be updated to add additional details of each new Improvement Area(s) as shown for Improvement Area #1 in Section II.B. A map of the projected property within each Future Improvement Area is shown in Appendix A. The Future Improvement Areas are shown for illustrative purposes only and are subject to adjustment. The current Parcels in the PID are shown on the Assessment Rolls included as Appendix G and Appendix H.

The estimated number of units at the build-out of the PID is based on the land use approvals for the property, the anticipated subdivision of property in the PID, and the Developer's estimate of the highest and best use of the property within the PID.

III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

372.003. Authorized Improvements

(a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.

(b) A public improvement may include:

(i) landscaping;

(ii) erection of fountains, distinctive lighting, and signs;

(iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;

(iv) construction or improvement of pedestrian malls;

(v) acquisition and installation of pieces of art;

(vi) acquisition, construction, or improvement of libraries;

(vii) acquisition, construction, or improvement of off-street parking facilities;

(viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;

(ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;

(x) the establishment or improvement of parks;

(xi) projects similar to those listed in Subdivisions (i)-(x);

(xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;

(xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;

(xiv) payment of expenses incurred in the establishment, administration and operation of the district; and

(xv) the development, rehabilitation, or expansion of affordable housing

After analyzing the public improvement projects authorized by the PID Act, the Town has determined at this time to undertake only Authorized Improvements listed in Section III.B and III.C. below and shown in the opinion of probable costs and on the diagrams included as Appendix B for the benefit of the Assessed Property. Any change to the list of Authorized Improvements will require the approval of the Town and an update to this Service and Assessment Plan.

B. DESCRIPTIONS AND COSTS OF MAJOR IMPROVEMENTS

Initial Major Improvements

The Initial Major Improvements benefit the entire PID. The costs of the Initial Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of Equivalent Units. Each of Improvement Area #1 and the Major Improvement Area will be proportionally allocated the costs of the Initial Major Improvements, as shown on Table III-A.1.

The Initial Major Improvements descriptions are presented below as provided by the project engineer. The costs of the Initial Major Improvements are shown in Table III-A.1. The costs shown in Table III-A.1 are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Initial Major Improvements follows:

Roadway Improvements

The roadway improvement portion of the Initial Major Improvements consists of the construction of Ryan Spiritas Parkway (FM 2931) with right-of-way, the New HEB Road with right-of-way, a Collector Road with right-of-way and entrance road improvements, including turn lanes. The roadway improvements include related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices, which benefit the Assessed Property. All roadway projects will be designed and constructed in accordance with Town standards and specifications and will be owned and maintained by the Town.

Water Improvements

The water improvement portion of the Initial Major Improvements consists of construction and installation of various sized waterlines, mains, pipes, valves, and appurtenances, necessary for the water distribution system that will service the Assessed Property. The water improvements will be designed and constructed according to Mustang Special Utility District ("MSUD") and Town standards and specifications and will be owned and operated by the MSUD.

Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Initial Major Improvements consists of construction and installation of a lift station, gravity sewer line, sewer force main, pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements will be designed and constructed according to MSUD and Town standards and specifications and will be owned and operated by the MSUD.

Storm Drainage Improvements

The storm drainage improvement portion of the Initial Major Improvements consist of retention/detention ponds, including excavation, fine grading, and the associated drainage improvements for each pond. Underground reinforced concrete storm sewer pipes, inlets and rock riprap protection at outfalls will also be installed at each pond, which benefit the Assessed Property. The storm drainage collection system improvements will be designed and constructed in accordance with Town standards and specifications and will be owned and maintained by the Town.

Parks, Landscaping, and Hardscaping Improvements

Park, landscaping, and hardscaping improvements portion of the Initial Major Improvements, which consist of grading, irrigation, landscaping, site furnishings, and site elements. All park, landscaping, and hardscaping improvements will be designed and constructed in accordance with Town standards and specifications and will be maintained by a Homeowners Association.

Table III-A.1
Estimated Initial Major Improvement Costs

	Original Estimated Budget			Revised Estimated Budget[1]		
Authorized Improvements	**Total Initial Major Improvement Costs**	**IA #1 Allocated Amount (48.46%)[1]**	**MIA Allocated Amount (51.54%)[1]**	**Total Initial Major Improvement Costs**	**IA #1 Allocated Amount (48.46%)[1]**	**MIA Allocated Amount (51.54%)[1]**
Roadway Improvements	$4,006,306	$1,941,333	$2,064,973	$4,683,477	$2,269,470	$2,414,007
Water Improvements	$616,541	$298,757	$317,784	$1,627,333	$788,556	$838,777
Sanitary Sewer Improvements	$2,114,663	$1,024,701	$1,089,962	$2,407,712	$1,166,704	$1,241,008
Storm Drainage Improvements	$548,480	$265,777	$282,703	$1,420,019	$688,098	$731,921
Parks, Landscaping, and Hardscaping	$2,722,430	$1,319,206	$1,403,224	$2,172,264	$1,052,613	$1,119,651
Other Soft and Miscellaneous Costs	$4,907,105	$2,377,833	$2,529,272	$5,480,333	$2,655,602	$2,824,731
Total Authorized Improvements	**$14,915,525**	**$7,227,607**	**$7,687,918**	**$17,791,138**	**$8,621,041**	**$9,170,097**

Note: Costs provided by Barraza Consulting Group, LLC. The figures shown in Table III-A.1 may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Assessment relating to the Initial Major Improvements financed with PID Bond proceeds does not increase.
1 – As provided by the Developer on 6/12/2023 and shown in Appendix B.
2 – Based on allocation and percentages as shown in Table V-A.

Additional Major Improvements

The Additional Major Improvements benefit the entire PID. The costs of the Additional Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of Equivalent Units. Each of Improvement Area #1 and the Major Improvement Area will be proportionally allocated the costs of the Additional Major Improvements, as shown on Table III-A.2.

The Additional Major Improvements descriptions are presented below as provided by the project engineer. The costs of the Additional Major Improvements are shown in Table III-A.2. The costs shown in Table III-A.2 are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Additional Major Improvements follows:

The Additional Major Improvements consist of road, water, sewer, drainage improvements and soft and miscellaneous costs related to the construction of Perimeter Road, and right-of-way acreage, as shown in Appendix B.

Perimeter Road Improvements

Roadway Improvements

The roadway improvement portion of the Additional Major Improvements consists of the construction of Perimeter Road with right-of-way. The roadway improvements include related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices, which benefit the Assessed Property. All roadway projects will be designed and constructed in accordance with Town standards and specifications and will be owned and maintained by the Town.

Water Improvements

The water improvement portion of the Additional Major Improvements consists of construction and installation of various sized waterlines, mains, pipes, valves, and appurtenances, necessary for the water distribution system that will service the Assessed Property. The water improvements will be designed and constructed according to Mustang Special Utility District ("MSUD") and Town standards and specifications and will be owned and operated by the MSUD.

Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Additional Major Improvements consists of construction and installation of a lift station, gravity sewer line, sewer force main, pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements will be designed and constructed according to MSUD and Town standards and specifications and will be owned and operated by the MSUD.

Storm Drainage Improvements

The storm drainage improvement portion of the Additional Major Improvements consist of retention/detention ponds, including excavation, fine grading, and the associated drainage improvements for each pond. Underground reinforced concrete storm sewer pipes, inlets and rock riprap protection at outfalls will also be installed at each pond, which benefit the Assessed

Property. The storm drainage collection system improvements will be designed and constructed in accordance with Town standards and specifications and will be owned and maintained by the Town.

Other Soft and Miscellaneous Costs

The other soft and miscellaneous costs portion of the Additional Major Improvements consist of engineering and other soft and miscellaneous costs.

Right-of-way

The Additional Major Improvements include right-of-way acquisitions for Ryan Spiritas Parkway, Hidden Oaks Trail and Spiritas Ranch Road as provided by the project engineer.

Table III-A.2
Estimated Additional Major Improvement Costs

Authorized Improvements	Total Additional Major Improvement Costs[1]	IA #1 Allocated Amount (48.46%)[2]	MIA Allocated Amount (51.54%)[2]
Roadway Improvements (including ROW)	$1,360,555	$659,283	$701,272
Water Improvements	$434,285	$210,441	$223,844
Sanitary Sewer Improvements	$327,515	$158,704	$168,811
Storm Drainage Improvements	$383,160	$185,668	$197,492
Other Soft and Miscellaneous Costs	$292,485	$141,729	$150,756
Right-of-way	$1,665,000	$806,808	$858,192
Total Authorized Improvements	**$4,463,000**	**$2,162,633**	**$2,300,367**

Note: Costs provided by Barraza Consulting Group, LLC. The figures shown in Table III-A.2 may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Assessment relating to the Additional Major Improvements does not increase.
1 – Additional Major Improvement costs represent costs not included in original estimated costs of Authorized Improvements attached as Appendix B. Appendix B was revised on 6/12/2023 to include Additional Major Improvements. 2 – Based on allocation and percentages as shown in Table V-B.

C. DESCRIPTIONS AND COSTS OF INITIAL IMPROVEMENT AREA #1 IMPROVEMENTS AND ADDITIONAL IMPROVEMENT AREA #1 IMPROVEMENTS

Initial Improvement Area #1 Improvements

The Initial Improvement Area #1 Improvements descriptions are presented below as provided by the project engineer. The costs of the Initial Improvement Area #1 Improvements are shown in Table III-B.1. The costs shown in Table III-B.1 are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Initial Improvement Area #1 Improvements follows, and a description of the Initial Major Improvements allocable to Improvement Area #1 that are a portion of the Initial Improvement Area #1 Projects can be found in Section III.B above.

Road Improvements

The road improvement portion of the Initial Improvement Area #1 Improvements consists of the construction of road improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices, which benefit the Improvement Area #1 Assessed Property. All roadway projects will be designed and constructed in accordance with Town standards and specifications and will be owned and maintained by the Town.

Water Improvements

The water improvement portion of the Initial Improvement Area #1 Improvements consists of construction and installation of a looped water main network, waterlines, mains, pipes, valves, and appurtenances, necessary for the portion of the water distribution system that will service the Improvement Area #1 Assessed Property. The water improvements will be designed and constructed according to MSUD and Town standards and will be owned and operated by the MSUD.

Sanitary Sewer Improvements

The wastewater improvement portion of the Initial Improvement Area #1 Improvements consists of construction and installation of various sized gravity sewer lines, pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to Improvement Area #1 Assessed Property. The sanitary sewer improvements will be designed and constructed according to MSUD and Town standards and specifications and will be owned and operated by the MSUD.

Storm Drainage Improvements

The storm drainage improvement portion of the Initial Improvement Area #1 Improvements consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts, which benefit the Improvement Area #1 Assessed Property. The storm drainage collection system improvements will be designed and constructed in accordance with Town standards and specifications and will be owned and maintained by the Town.

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Table III-B.1
Estimated Initial Improvement Area #1 Projects Costs

Authorized Improvements	Original Estimated Budget			Revised Estimated Budget		
	Proportional Share of Initial Major Improvements[1]	Initial Improvement Area #1 Improvements Costs	Initial Improvement Area #1 Projects Total Costs	Proportional Share of Initial Major Improvements[1]	Initial Improvement Area #1 Improvements Costs[2]	Initial Improvement Area #1 Projects Total Costs
Roadway Improvements	$1,941,333	$7,677,642	$9,618,975	$2,269,470	$9,901,795	$12,171,265
Water Improvements	$298,757	$2,143,135	$2,441,892	$788,556	$4,538,874	$5,327,430
Sanitary Sewer Improvements	$1,024,701	$3,728,596	$4,753,297	$1,166,704	$4,632,792	$5,799,496
Storm Drainage Improvements	$265,777	$4,456,317	$4,722,094	$688,098	$5,423,846	$6,111,944
Parks, Landscaping, and Hardscaping	$1,319,206	$0	$1,319,206	$1,052,613	$0	$1,052,613
Other Soft and Miscellaneous Costs	$2,377,833	$3,288,389	$5,666,222	$2,655,602	$3,953,778	$6,609,380
Total Authorized Improvements	**$7,227,607**	**$21,294,079**	**$28,521,686**	**$8,621,041**	**$28,451,085**	**$37,072,126**

Note: Costs provided by Barraza Consulting Group, LLC. The figures shown in Table III-B.1 may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Assessment relating to the Initial Improvement Area #1 Projects does not increase.
1 – See Table III-A.1.
2 – As provided by the Developer on 6/12/2023 and shown in Appendix B.

Additional Improvement Area #1 Improvements

The Additional Improvement Area #1 Improvements include right-of-way acquisitions as provided by the project engineer. These costs were incorrectly not included in the initial cost estimates at the time the Assessments described on the Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects were levied, as described in Appendix B. In light of this error, a supplemental assessment levied to correct this mistake is being levied in order to pay for these costs. The costs of the Additional Improvement Area #1 Projects (including the portion of the Additional Major Improvements allocable to Improvement Area #1) are shown in Table III-B. The costs shown in Table III-B.2 are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within Improvement Area #1.

A description of the Additional Major Improvements allocable to Improvement Area #1 that are a portion of the Additional Improvement Area #1 Projects can be found in Section III.B above.

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Table III-B.2
Estimated Additional Improvement Area #1 Projects Costs

Authorized Improvements	Proportional Share of Additional Major Improvements[2]	Additional Improvement Area #1 Improvements Costs[2]	Additional Improvement Area #1 Projects Total Costs
Roadway Improvements	$659,283	$0	$659,283
Water Improvements	$210,441	$0	$210,441
Sanitary Sewer Improvements	$158,704	$0	$158,704
Storm Drainage Improvements	$185,668	$0	$185,668
Parks, Landscaping, and Hardscaping	$0	$0	$0
Other Soft and Miscellaneous Costs	$141,729	$0	$141,729
Right-of-way	$806,808	$6,780,000	$7,586,808
Total Authorized Improvements	**$2,162,633**	**$6,780,000**	**$8,942,633**

Note: Costs provided by Barraza Consulting Group, LLC. The figures shown in Table III-B.2 may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Assessment relating to the Additional Improvement Area #1 Projects does not increase.
1 – See Table III-A.2.
2 – Costs of the Additional Improvement Area #1 Improvements were incorrectly not included in the initial cost estimates at the time the Assessments described on the Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects were levied, as described in Appendix B.

The costs of the costs of Authorized Improvements in Improvement Area #1 (including Initial Improvement Area #1 Projects and Additional Improvement Area #1 Projects) are shown in Table III-B.3.

Table III-B.3
Estimated Total Improvement Area #1 Costs

Authorized Improvements	Initial Improvement Area #1 Projects Costs[1]	Additional Improvement Area #1 Projects Costs[2]	Total Improvement Area #1 Costs
Roadway Improvements	$12,171,265	$659,283	$12,830,548
Water Improvements	$5,327,430	$210,441	$5,537,871
Sanitary Sewer Improvements	$5,799,496	$158,704	$5,958,199
Storm Drainage Improvements	$6,111,944	$185,668	$6,297,611
Parks, Landscaping, and Hardscaping	$1,052,613	$0	$1,052,613
Other Soft and Miscellaneous Costs	$6,609,380	$141,729	$6,751,109
Right-of-way	$0	$7,586,808	$7,586,808
Total Authorized Improvements	**$37,072,126**	**$8,942,633**	**$46,014,760**

Note: Costs provided by Barraza Consulting Group, LLC. The figures shown in Table III-B.3 may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Assessment relating to Improvement Area #1 does not increase.
1 – See Table III-B.1.
2 – See Table III-B.2.

D. FUTURE IMPROVEMENT AREAS

As Future Improvement Areas are developed and Future Improvement Area Bonds are issued, this SAP will be amended to identify the specific Future Improvement Area Improvements that confer a special benefit to the property inside each Future Improvement Area (e.g. a Table III-C will be added to show the costs for the specific Authorized Improvements financed within the specific Future Improvement Area being developed.)

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IV. SERVICE PLAN

A. PROJECTED SOURCES AND USES OF FUNDS

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five year period. It is anticipated that the Initial Major Improvements (which include Improvement Area #1's pro rata share of the Initial Major Improvements) will be completed and accepted by the Town in the fourth quarter of 2023. It is anticipated that the Additional Major Improvements (which include Improvement Area #1's pro rata share of the Additional Major Improvements) will be completed and accepted by the Town in the first quarter of 2024. It is anticipated that the Initial Improvement Area #1 Improvements will be completed and accepted by the Town in the fourth quarter of 2023. It is anticipated that the Additional Improvement Area #1 Improvements will be completed and accepted by the Town in the fourth quarter of 2023.

The estimated costs for the Initial Improvement Area #1 Projects and the Initial Major Improvement Projects, plus costs related to the issuance of the Series 2021 PID Bonds and payment of expenses incurred in the establishment, administration and operation of the PID is $56,138,692 as shown in Table IV-A.

The estimated costs for the Additional Improvement Area #1 Projects (which consist of the Improvement Area #1 Improvements and Improvement Area #1's pro rata share of the Additional Major Improvements) is $8,977,633 as shown in Table IV-B.

As Future Improvement Areas are developed in connection with the issuance of Future Improvement Area Bonds, this Service and Assessment Plan will be amended (e.g. Table IV-C will be added for Improvement Area #2, etc.). The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses and the Additional Interest Component, updating the estimated Authorized Improvement costs, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an "Annual Service Plan Update."

The Series 2021 PID Bonds shown in Table IV-A were issued in 2021 and are being used to finance a portion of the costs of the Initial Improvement Area #1 Projects and the Initial Major Improvement Projects.

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Table IV-A
Estimated Sources and Uses
Series 2021 PID Bonds

Sources of Funds	Series 2021 PID Bonds
Par amount	$43,200,000
Other funding sources	$12,938,692
Total Sources	**$56,138,692**
Uses of Funds	
Initial Major Improvement Projects:	
Roadway Improvements	$2,414,007
Water Improvements	$838,777
Sanitary Sewer Improvements	$1,241,008
Storm Drainage Improvements	$731,921
Parks, Landscaping, and Hardscaping	$1,119,651
Other Soft and Miscellaneous Costs	$2,824,731
Subtotal	*$9,170,097*
Initial Improvement Area #1 Projects[2]:	
Roadway Improvements	$12,171,265
Water Improvements	$5,327,430
Sanitary Sewer Improvements	$5,799,496
Storm Drainage Improvements	$6,111,944
Parks, Landscaping, and Hardscaping	$1,052,613
Other Soft and Miscellaneous Costs	$6,609,380
Subtotal	*$37,072,126*
Bond Issuance Costs:	
Cost of Issuance	$2,337,000
Capitalized interest	$4,257,000
Reserve Fund	$2,976,469
Administrative Expense	$110,000
Placement Agent's Fee	$216,000
Subtotal	*$9,896,469*
Total Uses	**$56,138,692**

1 – See Table III-A.1 for details.

2 – See Table III-B for detailed breakdown of the Initial Improvement Area #1 Projects.

The Additional Improvement Area #1 Projects Reimbursement Agreement shown in Table IV-B is anticipated to be executed in 2023 between the Town and the Developer to finance a portion of the costs of the Additional Improvement Area #1 Projects. The Town is not under any obligation to issue Bonds to replace or refinance the Additional Improvement Area #1 Projects Reimbursement Agreement.

Table IV-B
Estimated Sources and Uses
Additional Improvement Area #1 Projects Reimbursement Agreement

Sources of Funds	Additional IA #1 Projects Reimbursement Agreement
Assessment amount	$7,745,000
Other funding sources	$1,232,633
Total Sources	**$8,977,633**
Uses of Funds	
Additional Major Improvement Projects[1]	
Roadway Improvements	$659,283
Water Improvements	$210,441
Sanitary Sewer Improvements	$158,704
Storm Drainage Improvements	$185,668
Other Soft and Miscellaneous Costs	$141,729
Right-of-way	$806,808
Subtotal	*$2,162,633*
Additional Improvement Area #1 Improvements[1]:	
Right-of-way	*$6,780,000*
Subtotal	*$6,780,000*
Other Costs:	
Administrative Expenses	$35,000
Subtotal	*$35,000*
Total Uses	**$8,977,633**

1 – See Table III-B for details.

B. PROJECTED FIVE YEAR SERVICE PLAN

The annual projected costs and annual projected indebtedness with respect to the Initial Major Improvement Projects and the Initial Improvement Area #1 Projects (including the portion of the Initial Major Improvements allocated to Improvement Area #1), shown by Table IV-C. The annual projected costs and indebtedness are subject to revision and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

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Table IV-C
Annual Projected Costs and Annual Projected Indebtedness
Initial Major Improvement Projects and Initial Improvement Area #1 Projects

Year	Annual Projected Cost	Annual Projected Indebtedness	Other Funding Sources	Projected Initial Major Improvement Projects Annual Installments[1]	Projected Initial IA #1 Projects Annual Installments[1]
2022 & Prior	$56,138,692	$43,200,000	$12,938,692	$0	$0
2023	$0	$0	$0	$461,634	$1,473,416
2024	$0	$0	$0	$796,258	$2,502,999
2025	$0	$0	$0	$797,292	$2,504,009
2026	$0	$0	$0	$792,754	$2,508,289
2027	$0	$0	$0	$792,937	$2,505,544
2028	$0	$0	$0	$792,547	$2,501,068
Total	**$56,138,692**	**$43,200,000**	**$12,938,692**	**$4,433,421**	**$13,995,325**

1 – Projected Annual Installment amounts are net of available capitalized interest.

The annual projected costs shown in Table IV-C are the annual expenditures relating to the Initial Major Improvement Projects shown in Table III-A.1, the Initial Improvement Area #1 Projects shown in Table III-B and the costs associated with setting up the PID and bond issuance costs for the Series 2021 PID Bonds including reserves shown in Table IV-A. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

The annual projected costs and annual projected indebtedness with respect to the Additional Improvement Area #1 Projects (including the portion of the Additional Major Improvements allocated to Improvement Area #1) is shown by Table IV-D. The annual projected costs and indebtedness is subject to revision and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

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Table IV-D
Annual Projected Costs and Annual Projected Indebtedness
Additional Improvement Area #1 Projects

Year	Annual Projected Cost	Annual Projected Indebtedness	Other Funding Sources	Projected Additional IA #1 Projects Annual Installments
2023[1]	$8,977,633	$7,745,000	$1,232,633	$0
2024	$0	$0	$0	$567,019
2025	$0	$0	$0	$569,195
2026	$0	$0	$0	$572,033
2027	$0	$0	$0	$575,474
2028	$0	$0	$0	$578,459
2029	$0	$0	$0	$580,989
Total	**$8,977,633**	**$7,745,000**	**$1,232,633**	**$3,443,168**

1 – Administrative Expenses for year 2023 will be paid by the Developer.

The annual projected costs shown in Table IV-D are the annual expenditures relating to the Additional Improvement Area #1 Projects shown in Table III-B. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

As Future Improvement Areas are developed, in association with issuing Future Improvement Area Bonds for each Future Improvement Area, this Table IV-D will be updated to identify the Authorized Improvements to be financed by each new series of the Future Improvement Area Bonds and the projected indebtedness resulting from each additional series of the Future Improvement Area Bonds.

C. PID ASSESSMENT NOTICE

The PID Act requires that this Service and Assessment Plan and each Annual Service Plan Update include a copy of the notice form required by Section 5.014 of the Texas Property Code. The "PID Assessment Notice" is attached hereto as Appendix D and may be updated in an Annual Service Plan Update.

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V. ASSESSMENT PLAN

A. INTRODUCTION

The PID Act requires the Town Council to apportion the costs of the Authorized Improvements on the basis of special benefits conferred upon the property because of the Authorized Improvements. The PID Act provides that the costs of the Authorized Improvements may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The proposed bond issuance program entails a series of bond financings and/or reimbursement agreements that are intended to finance the public infrastructure required for the development. This financing will necessarily be undertaken in phases to coincide with the private investment and development of the Authorized Improvements. Following the initial Series 2021 PID Bonds issued in 2021 to finance the Initial Improvement Area #1 Projects and the Initial Major Improvement Projects, and the Additional Improvement Area #1 Projects Reimbursement Agreement obligation anticipated to be incurred in 2023 to finance the Additional Improvement Area #1 Projects, subsequent financings may be issued and/or additional obligations created under a reimbursement agreement over the upcoming decade as the subsequent phases of the development are gradually constructed.

The purpose of this gradual issuance of bonds in phases is to mirror the actual private development of the Authorized Improvements. The bonds to be issued are most prudently and efficiently utilized when directly coinciding with construction of public infrastructure needed for private development that is to occur once the infrastructure is completed; it is most effective to issue the Bonds when the infrastructure is needed, not before. Furthermore, there is no economic advantage, and several disadvantages, to issuing debt and encumbering property within the PID prior to the need for the Authorized Improvements.

For purposes of this Service and Assessment Plan, the Town Council has determined that the costs of the Initial Major Improvement Projects, Additional Major Improvement Projects, Initial Improvement Area #1 Projects and Additional Improvement Area #1 Projects shall be allocated as described below:

1. The costs of the Initial Improvement Area #1 Projects and Additional Improvement Area #1 Projects that only benefit Improvement Area #1 shall be allocated on the basis of Equivalent Units calculated using the average home price of each Lot Type once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of such Authorized Improvements of Improvement Area #1 Assessed Property to Parcels similarly benefited.

2. The costs of the Major Improvements (including both the Initial Major Improvements and the Additional Major Improvements) are proportionally allocated to the Major Improvement Area Assessed Property and the Improvement Area #1 Assessed Property based on estimated Equivalent Units calculated using the average home price for the Major Improvement Area Assessed Property and the Improvement Area #1 Assessed Property.

3. The Initial Major Improvement Projects and Additional Major Improvement Projects are allocated to each Parcel of Major Improvement Area Assessed Property based on estimated Equivalent Units calculated using the average home price of each Lot Type.

Table V-A provides the estimated allocation of costs of the Authorized Improvements constituting Major Improvements between Improvement Area #1 Assessed Property and Major Improvement Area Assessed Property.

At this time, it is impossible to determine with absolute certainty the amount of special benefit each Parcel within Future Improvement Areas will receive from the direct Authorized Improvements that will benefit each individual Improvement Area and that may be financed with Future Improvement Area Bonds. Therefore, Parcels will only be assessed for the special benefits conferred upon the Parcel at this time because of the Initial Major Improvements, Initial Improvement Area #1 Improvements, and Additional Improvement Area #1 Projects, as applicable.

In connection with the issuance of Future Improvement Area Bonds and/or execution of related reimbursement agreements, this Service and Assessment Plan will be updated to reflect the special benefit each Parcel of Assessed Property within a Future Improvement Areas receives from the specific Authorized Improvements funded with those Future Improvement Area Bonds issued with respect to that Future Improvement Areas. Prior to assessing Parcels located within Future Improvement Areas in connection with issuance of Future Improvement Area Bonds, each owner of the Parcels to be assessed must acknowledge that the Authorized Improvements to be financed confer a special benefit on their Parcel and must consent to the imposition of the Assessments to pay for the Actual Costs of such Authorized Improvements.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within the PID as a result of the Initial Major Improvement Projects, Additional Major Improvement Projects, Initial Improvement Area #1 Projects and Additional Improvement Area #1 Projects, as applicable, (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments to be levied on the Improvement Area #1 Assessed Property and Major Improvement Area Assessed Property for such improvements, and (iii) establishes the methodologies by which the Town Council allocates and reallocates the special benefit of the Initial Major Improvement Projects, Additional Major Improvement Projects, Initial Improvement Area #1 Projects and Additional Improvement Area #1 Projects, as applicable, to Parcels in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Parcels similarly benefited. The determination by the Town Council of the assessment methodologies set forth below is the result of the discretionary exercise by the Town Council of its legislative authority and governmental powers and is

conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

As Future Improvement Areas are developed, in connection with the issuance of Future Improvement Area Bonds and/or the execution of a related reimbursement agreement, this Service and Assessment Plan will be updated based on the Town's determination of the assessment methodology for each Future Improvement Areas.

B. SPECIAL BENEFIT

Assessed Property must receive a direct and special benefit from the Authorized Improvements, and this benefit must be equal to or greater than the amount of the Assessments. The Authorized Improvements are provided specifically for the benefit of the Assessed Property. The Authorized Improvements (more particularly described in line-item format in Appendix B to this Service and Assessment Plan) are authorized by the PID Act. These Authorized Improvements are provided specifically for the benefit of the Assessed Property.

Each owner of the Assessed Property has received notice that the Authorized Improvements confer a special benefit on the Assessed Property and has consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. Each of the owners is acting in its interest in consenting to this apportionment and levying of the Assessments because the special benefit conferred upon the Assessed Property by the Authorized Improvements exceeds the amount of the Assessments.

The Authorized Improvements provide a special benefit to the Assessed Property as a result of the close proximity of these improvements to the Assessed Property and the specific purpose of these improvements of providing infrastructure for the Assessed Property. In other words, the Assessed Property could not be used in the manner proposed without the construction of the Authorized Improvements. The Authorized Improvements are being provided specifically to meet the needs of the Assessed Property as required for the proposed use of the property.

The Assessments are being levied to provide the Authorized Improvements that are required for the highest and best use of the Assessed Property (i.e., the use of the property that is most valuable, including any costs associated with that use). Highest and best use can be defined as "the reasonably probable and legal use of property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value." (*Dictionary of Real Estate Appraisal, Third Edition.*) The Authorized Improvements are expected to be required for the proposed use of the Assessed Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

The Developer has evaluated the potential use of the property and has determined that the highest and best use of the property is the use intended and the legal use for the property as described in Section II of this Service and Assessment Plan. The use of the Assessed Property as described herein will require the construction of the Authorized Improvements.

The assessments will repay financing that is on advantageous terms, as the Bonds issued to finance the Authorized Improvements will pay interest that is exempt from federal income tax. As a result, all other terms being equal (e.g., maturity, fixed vs. variable rate, credit quality), the tax- exempt bonds will have a lower interest rate than debt that is not tax-exempt. The Bonds also have a longer term than other available financings and may either be repaid or assumed by a buyer at the buyer's option. As a result of these advantageous terms, the financing provided by the Town through the PID is the most beneficial means of financing the Authorized Improvements.

Each owner of the Assessed Property will ratify, confirm, accept, agree to and approve: (i) the determinations and finding by the Town Council as to the special benefits described in this Service and Assessment Plan and any Assessment Ordinance; (ii) the Service and Assessment Plan and any Assessment Ordinance, and (iii) the levying of Assessments on the Assessed Property. Use of the Assessed Property as described in this Service and Assessment Plan and as authorized by the PID Act requires that Authorized Improvements be acquired, constructed, installed, and/or improved. Funding the Actual Costs of the Authorized Improvements through the PID has been determined by the Town Council to be the most beneficial means of doing so. As a result, the Authorized Improvements result in a special benefit to the Assessed Property, and this special benefit exceeds the amount of the Assessment. This conclusion is based on and supported by the evidence, information, and testimony provided to the Town Council.

In summary, the Authorized Improvements result in a special benefit to the Assessed Property for the following reasons:

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property as a result;

2. The Developer, as the owner of the Assessed Property, has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the Developer is acting in its interest by consenting to this imposition;

3. The Authorized Improvements are required for the highest and best use of the property;

4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);

5. Financing of the costs of the Authorized Improvement through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,

6. As a result, the special benefits to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

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C. Allocation of Initial Major Improvement Costs to Assessed Property

The Initial Major Improvements will provide a special benefit to all property in the PID. Accordingly, the estimated Initial Major Improvement costs must be allocated throughout all Assessed Property in the PID. Table V-A summarizes the allocation of Actual Costs for each type of Initial Major Improvement. The costs shown in Table V-A are estimates and may be revised in Annual Service Plan Updates, but the related Assessment may not be increased.

Improvement Area #1 is projected to contain 1,057 residential units. As shown in Appendix E, the total Equivalent Units for Improvement Area #1 is calculated as 824.33. The Major Improvement Area is projected to contain 1,099 residential units resulting in a total of 876.83 Equivalent Units as shown in Appendix E. The Total projected Equivalent Units in the PID is, therefore, calculated to be 1,701.17 (i.e., 824.33 + 876.83 = 1,701.77). As a result, 48.46 percent of the estimated costs of the Initial Major Improvements (i.e., 824.33 ÷ 1,701.77 = 48.46%) are allocated to the Improvement Area #1 Assessed Property and 51.54 percent of the estimated costs of the Initial Major Improvements (i.e., 876.83 ÷ 1,701.77 = 51.54%) are allocated to the Major Improvement Area Assessed Property. The Series 2021 PID Bonds will fund the Initial Major Improvements.

Table V-A
Allocation of Initial Major Improvement Costs

Authorized Improvement	Estimated Costs
Roadway Improvements	$4,683,477
Water Improvements	$1,627,333
Sanitary Sewer Improvements	$2,407,712
Storm Drainage Improvements	$1,420,019
Parks, Landscaping, and Hardscaping	$2,172,264
Other Soft and Miscellaneous Costs	$5,480,333
Total Initial Major Improvements	**$17,791,138**
Improvement Area #1	
Projected total Equivalent units	824.33
% of Total Equivalent Units	48.46%
Proportionate Share of Costs	$8,621,041
Major Improvement Area	
Projected total Equivalent units	876.83
% of Total Equivalent Units	51.54%
Proportionate Share of Costs	$9,170,097

D. Allocation of Additional Major Improvement Costs to Assessed Property

The Additional Major Improvements will provide a special benefit to all property in the PID. Accordingly, the estimated Additional Major Improvement costs must be allocated throughout all Assessed Property in the PID. Table V-A summarizes the allocation of Actual Costs for each type

of Additional Major Improvement. The costs shown in Table V-B are estimates and may be revised in Annual Service Plan Updates, but the related Assessment may not be increased.

Improvement Area #1 is projected to contain 1,057 residential units. As shown in Appendix E, the total Equivalent Units for Improvement Area #1 is calculated as 824.33. The Major Improvement Area is projected to contain 1,099 residential units resulting in a total of 876.83 Equivalent Units as shown in Appendix E. The Total projected Equivalent Units in the PID is, therefore, calculated to be 1,701.17 (i.e., 824.33 + 876.83 = 1,701.77). As a result, 48.46 percent of the estimated costs of the Additional Major Improvements (i.e., 824.33 ÷ 1,701.77 = 48.46%) are allocated to the Improvement Area #1 Assessed Property and 51.54 percent of the estimated costs of the Additional Major Improvements (i.e., 876.83 ÷ 1,701.77 = 51.54%) are allocated to the Major Improvement Area Assessed Property. The Additional Major Improvements are anticipated to be funded, in part under the Additional Improvement Area #1 Projects Reimbursement Agreement (for that portion allocable to Improvement Area #1) and in part by the Developer. It is anticipated that a separate series of Bonds may be issued in the future to pay for the portion of the Additional Major Improvements allocable to the Major Improvement Area once Assessments are levied against the Major Improvement Area for these costs.

Table V-B
Allocation of Additional Major Improvement Costs

Authorized Improvement	Estimated Costs
Roadway Improvements	$1,360,555
Water Improvements	$434,285
Sanitary Sewer Improvements	$327,515
Storm Drainage Improvements	$383,160
Other Soft and Miscellaneous Costs	$292,485
Right-of-way	$1,665,000
Total Additional Major Improvements	**$4,463,000**
Improvement Area #1	
Projected total Equivalent units	824.33
% of Total Equivalent Units	48.46%
Proportionate Share of Costs	$2,162,633
Major Improvement Area	
Projected total Equivalent units	876.83
% of Total Equivalent Units	51.54%
Proportionate Share of Costs	$2,300,367

E. ASSESSMENT METHODOLOGY

The costs of the Authorized Improvements may be assessed by the Town Council against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the Assessments. The costs of the Authorized

Improvements may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

1. Assessment Methodology for the Major Improvement Area

For purpose of this Service and Assessment Plan, the Town Council determined that the Initial Major Improvement Projects shall be allocated to the Major Improvement Area Assessed Property by spreading the entire Assessment for such improvements across the Parcels based on the estimated number of Equivalent Units anticipated to be developed on each Parcel within the Major Improvement Area.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated number of Equivalent Units at the time residential Lots are platted to the total estimated number of Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the Town Council.

The Assessment and Annual Installments for each Parcel or Lot located within the Major Improvement Area is shown on the Major Improvement Area Assessment Roll – Initial Major Improvements, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

It is anticipated that an Assessment may be levied in the future against the Major Improvement Area related to the costs of the Additional Major Improvement Projects. If this occurs, this Service and Assessment Plan will be amended ot determine the assessment methodology that results in the imposition of the equal shares of the Actual Costs of the Additional Major Improvements to the Major Improvement Area Assessed Property similarly benefitted.

2. Assessment Methodology for Improvement Area #1

For purpose of this Service and Assessment Plan, the Town Council has determined that the Actual Costs of the Initial Improvement Area #1 Projects and Additional Improvement Area #1 Projects shall be allocated to the Improvement Area #1 Assessed Property by spreading the entire Assessments identified in Appendix H-1 (with respect to the Initial Improvement Area #1 Projects) and Appendix H-2 (with respect to the Additional Improvement Area #1 Projects) across the Parcels within Improvement Area #1 based on the estimated number of Equivalent Units anticipated to be developed on each Parcel within Improvement Area #1.

Based on the estimates of the costs of the Initial Improvement Area #1 Projects and Additional Improvement Area #1 Projects, as set forth in Table III-B, the Town Council has determined that the respective benefit of the Initial Improvement Area #1 Projects and Additional improvement Area#1 Projects to Improvement Area #1 Assessed Property is at least equal to the Assessments levied on the Improvement Area #1 Assessed Property as identified in Appendix H-1 (with respect to the Initial Improvement Area #1 Projects) and Appendix H-2 (with respect to the Additional Improvement Area #1 Projects).

Upon subsequent divisions of any Parcel, each Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, each Assessment will be apportioned proportionately among each Parcel based on the ratio of the estimated number of Equivalent Units at the time residential Lots are platted to the total estimated number of Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the Town Council.

The Assessment and Annual Installments for each Parcel or Lot located within Improvement Area #1 levied in connection with the Initial Improvement Area #1 Projects is shown on the Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects, attached as Appendix H-1, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

The Assessment and Annual Installments for each Parcel or Lot located within Improvement Area #1 levied in connection with the Additional Improvement Area #1 Projects is shown on the Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects, attached as Appendix H-2, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

3. Assessment Methodology for Future Improvement Areas

When any given Future Improvement Areas is developed, and Future Improvement Area Bonds for that Future Improvement Areas are to be issued, this Service and Assessment Plan will be amended to determine the assessment methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited within that Improvement Area.

F. ASSESSMENTS

The Assessments for the pro rata share of Initial Major Improvement Projects and the Initial Improvement Area #1 Projects to be paid with the proceeds from Series 2021 PID Bonds were levied on each Parcel or Lot according to the Major Improvement Area Assessment Roll – Initial Major Improvements and the Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects, as applicable. The Assessments for the Additional Improvement Area #1 Projects to be paid by the Developer and reimbursed with the Additional Improvement Area #1 Projects Reimbursement Agreement will be levied on each Parcel or Lot within Improvement Area #1 according to the Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects. The Annual Installments from the Major Improvement Area Assessed Property and the Improvement Area #1 Assessed Property will be collected on the dates and in the amounts shown on the Major Improvement Area Assessment Roll – Initial Major Improvements, the Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects, and the Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects, as applicable, subject to revisions made during an Annual Service Plan Update. Non-Benefited Property will not be subject to any Assessments. It is anticipated that an Assessment may be levied in the future against the Major Improvement Area related to the costs of the Additional Major Improvement Projects.

See Appendix E for Assessment per equivalent unit, leverage, and estimated tax rate equivalent calculation details.

G. ADMINISTRATIVE EXPENSES

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Assessment levied against the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on each Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

H. ADDITIONAL INTEREST RESERVE

Pursuant to the PID Act, the interest rate for Assessments may exceed the actual interest rate per annum paid on the related Bonds by no more than one half of one percent (0.50%). The interest rate used to determine the Assessments is one half of one percent (0.50%) per annum higher than the actual rate paid on the Bonds secured by such Assessments, with the Additional Interest Component of the Annual Installments allocated to fund a reserve to be used for paying interest associated with a prepayment and to offset any possible delinquency related costs. The Additional Interest Reserve shall be funded until it reaches 5.50% of the outstanding series of Bonds unless otherwise stipulated in the Bond documents. Once the Additional Interest Reserve is funded in full, the Additional Interest to be paid may be adjusted in a subsequent Annual Service Plan Update or the Town may allocate the Additional Interest Component of the Annual Installments as provided in the applicable Trust Indenture. No Additional Interest will be collected on any portion of an Assessment which secures a reimbursement obligation, including the obligation created under the Additional Improvement Area #1 Reimbursement Agreement, and not a series of Bonds.

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VI. TERMS OF THE ASSESSMENTS

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN THE MAJOR IMPROVEMENT AREA

The Assessment and Annual Installments for each Assessed Property located within the Major Improvement Area are shown on the Major Improvement Area Assessment Roll – Initial Major Improvements, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected from Major Improvement Area Assessed Property in an amount sufficient to pay (i) principal and interest on the Major Improvement Area Assessed Property's share of the Series 2021 PID Bonds, (ii) to fund the Additional Interest Reserve described in Section V, and (iii) to pay its allocated portion of Administrative Expenses related to the PID.

B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN IMPROVEMENT AREA #1

The Assessment and Annual Installments for each Assessed Property located within Improvement Area #1 is shown on the Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects and the Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects, attached as Appendix H-1 and Appendix H-2, respectively, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected from Improvement Area #1 Assessed Property in an amount sufficient to pay (i) principal and interest on the Improvement Area #1 Assessed Property's share of the Series 2021 PID Bonds (ii) principal and interest on the Additional Improvement Area #1 Projects Reimbursement Agreement for the Additional Improvement Area #1 Projects, (iii) to fund the Additional Interest Reserve described in Section V (with respect to the portion of the assessment securing the Series 2021 PID Bonds), and (iv) to pay its allocated portion of Administrative Expenses related to the PID.

C. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN FUTURE IMPROVEMENT AREAS

As Future Improvement Areas are developed, this Service and Assessment Plan will be amended to determine the Assessment and Annual Installments for each Assessed Property located within Future Improvement Areas (e.g., an Appendix will be added as the Assessment Roll for Improvement Area #2, etc.). The Assessments shall not exceed the benefit received by the Assessed Property.

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D. REALLOCATION OF ASSESSMENTS

1. Subdivision

Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be reallocated among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel
B = the Assessment for the Parcel prior to subdivision
C = the estimated Equivalent Units to be built on each new subdivided Parcel
D = the sum of the estimated Equivalent Units to be built on all of the new subdivided Parcels

The calculation of the estimated number of units to be built on a Parcel shall be performed by the Administrator and confirmed by the Town Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the Town Council.

2. Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the Town Council.

E. MANDATORY PREPAYMENT OF ASSESSMENTS

1. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the Town the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, prior to any such transfer or act.

2. If at any time the Assessment per Unit on a Parcel exceeds the Assessment per Lot calculated in this Service and Assessment Plan as a result of any changes in land use, subdivision, consolidation or reallocation of the Assessment authorized by this Service and Assessment Plan and initiated by the owner of the Parcel, then such owner shall pay to the Town prior to the recordation of the document subdividing the Parcel the amount calculated by the Administrator by which the Assessment per Lot for the Parcel exceeds the Assessment per Lot calculated in this Service and Assessment Plan.

3. The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the PID Act.

F. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of Bonds and/or obligation under a related reimbursement agreement have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs of the Authorized Improvements used to calculate the Assessments securing such series of Bonds and/or obligation under related reimbursement agreement, resulting in excess Bond proceeds being available to redeem Bonds of such series and/or a need to reduce the obligation under a reimbursement agreement, as the case may be, then the Assessment securing such series of Bonds and/or obligation under the related reimbursement agreement for each Parcel of Assessed Property shall be reduced by the Town Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the actual reduced Actual Costs and such excess Bond proceeds or Assessment Revenues shall applied to redeem Bonds of such series as provided in the Trust Indenture or to reduce the obligation under a related reimbursement agreement. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds and/or amounts due under related reimbursement agreement. If all of the Authorized Improvements are not completed, the Town may reduce the Assessments in another method if it determined such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.

2. If all the Authorized Improvements are not undertaken, resulting in excess Bond proceeds being available to redeem Bonds and/or a need to reduce the obligations under a related reimbursement agreement, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the Town Council to reflect only the amounts required to repay the Bonds and/or repay obligations under a related reimbursement agreement, including interest on the Bonds and Administrative Expenses, and such excess Bond proceeds shall be applied to redeem Bonds. The Town Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on number of units, if determined by the Town Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds and/or repay obligations under a related reimbursement agreement, including interest thereon and Administrative Expenses. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting

reduced principal portion of the Bonds and/or obligations under related reimbursement agreement is equal to the outstanding principal amount of the Bonds and/or the amounts outstanding under a related reimbursement agreement.

G. PAYMENT OF ASSESSMENTS

1. Payment in Full

(a) The Assessment for any Parcel may be paid in full at any time. Payment shall include all Prepayment Costs.

(b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.

(c) Upon payment in full of the Assessment and all Prepayment Costs, the Town shall deposit the payment in accordance with the Trust Indenture and/or account of the applicable reimbursement agreement; whereupon the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate. For purposes of Prepayments of the Assessments levied against the Improvement Area #1 Assessed Property, the obligation created under the Additional Improvement Area #1 Projects Reimbursement Agreement is and will remain subordinated to the portion of the Series 2021 Bonds allocable to Improvement Area #1.

(d) At the option of the owner, the Assessment on any Parcel plus Prepayment Costs may be paid in part as determined by the Administrator. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made.

2. Payment in Annual Installments

The PID Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the Assessment to be paid in installments and additionally allows the Town to collect interest, Administrative Expenses and other authorized charges in installments. An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown on the Assessment Rolls, as updated as provided for herein, which include (i) interest, (ii) Administrative Expenses, and (iii) with respect to Assessments which secure a series of Bonds, payments required for the Additional Interest to fund the Additional Interest Reserve.

Series 2021 PID Bonds

Each Assessment levied against the Improvement Area #1 Assessed Property for the Initial Improvement Area #1 Projects and Major Improvement Area Assessed Property for the Major Improvement Area Projects shall be paid with interest of no more than the actual interest rate paid on the Series 2021 PID Bonds. The Major Improvement Area Assessment Roll – Initial Major

Improvements sets forth for each year the Annual Installment for each Parcel within the Major Improvement Area based on an interest rate of 5.375% and Additional Interest for the Additional Interest Reserve. The Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects sets forth for each year the Annual Installment for each Parcel within Improvement Area #1 (and related to the Initial Improvement Area #1 Projects) based on an interest rate of 5.375% and Additional Interest at the rate of 0.5% for the Additional Interest Reserve. Furthermore, the Annual Installments may not exceed the amounts shown on the Assessment Rolls. The Major Improvement Area Assessment Roll – Initial Major Improvements and Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects, have been updated with the actual interest rates on the Series 2021 PID Bonds, are shown as Appendix G and Appendix H-1.

Additional Improvement Area #1 Projects Reimbursement Agreement

Each Assessment for the Improvement Area #1 Assessed Property for the Additional Improvement Area #1 Projects shall be paid with interest of no more than the actual interest rate paid on the Additional Improvement Area #1 Projects Reimbursement Agreement. Interest on the Additional Improvement Area #1 Projects Reimbursement Agreement shall be paid based on an interest rate of 5.875% per annum for years 1 through 5 and 5.875% per annum following the fifth Annual Installment. The interest on the Additional Improvement Area #1 Projects Reimbursement Agreement shall be paid at a rate not to exceed five hundred basis points (5.00%) above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the Town and reported in the month prior to the establishment of the Assessments securing such portion of the Additional Improvement Area #1 Projects Reimbursement Agreement and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points (2.00%) above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the Town is the *Bond Buyer Index* for which the highest average rate during the previous thirty days prior to the levy of Assessments on the Improvement Area #1 Assessed Property securing the Additional Improvement Area #1 Projects Reimbursement Agreement was 3.930%. The Town has determined that the Additional Improvement Area #1 Projects Reimbursement Agreement shall bear interest at the interest rate of 5.875% per annum for years 1 through 5 and 5.875% per annum following the fifth Annual Installment, which rates are equal to or less than the initial maximum allowable rate of interest of 8.93% for years 1 through 5 and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be 5.93%. Furthermore, the Annual Installments of the Assessments levied against Improvement Area #1 Assessed Property for the Additional Improvement Area #1 Projects may not exceed the amounts shown on the Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects. The Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects, is shown as Appendix H-2.

With regard to the collection of Annual Installments from the Improvement Area #1 Assessed Property, the obligation created under the Additional Improvement Area #1 Projects Reimbursement Agreement will remain subordinated to the obligation under the Series 2021 PID Bonds allocable to Improvement Area #1.

Any amounts collected as Annual Installments from the Improvement Area #1 Assessed Property shall be allocated first to amounts due for the portion of the Series 2021 PID Bonds allocated to Improvement Area #1, including any amounts due for related reserve accounts, and second to the amounts due to pay the obligation created in connection with the Additional Improvement Area #1 Projects Reimbursement Agreement.

The Annual Installments shall be reduced to equal the actual costs of repaying the Bonds and/or the obligations due under a related reimbursement agreement, Additional Interest (if applicable), and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The Town reserves and shall have the right and option to refund the Bonds and/or the obligations due under a related reimbursement agreement in accordance with Section 372.027 of the PID Act. In the event of such refunding, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installments so that total Annual Installments of Assessments will be produced in annual amounts that are required to pay the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute Bonds for purposes of this Service and Assessment Plan.

H. COLLECTION OF ANNUAL INSTALLMENTS

No less frequently than annually, the Administrator shall prepare, and the Town Council shall consider, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Annual Installments shall be collected by the Town in the same manner and at the same time as ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the Town. The Town Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the PID Act.

Any sale of property for nonpayment of the Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such property as they become due and payable.

Series 2021 PID Bonds

Each Annual Installment of an Assessment related to the Series 2021 PID Bonds, including the interest on the unpaid amount of such an Assessment, shall be calculated as of September 1 and updated annually. Each such Annual Installment together with interest thereon shall be delinquent

if not paid prior to February 1 of the following year. The initial Annual Installments relating to the Series 2021 PID Bonds commenced with the issuance of the Series 2021 PID Bonds.

Additional Improvement Area #1 Projects Reimbursement Agreement

The collection of the first Annual Installment of an Assessment related to the Additional Improvement Area #1 Projects Reimbursement Agreement secured by Improvement Area #1 Assessed Property for the Additional Improvement Area #1 Projects shall commence upon the earlier of: (i) September 1, 2023, (ii) with tax bills sent the first October after issuance of a series of Bonds, if any, for Additional Improvement Area #1 Projects, such that upon the issuance of Bonds all Assessments in Improvement Area #1 shall begin collection, or (iii) with tax bills sent the first October occurring after the expiration of two years from the date of the levy of Assessments on the Improvement Area #1 Assessed Property for the Additional Improvement Area #1 Projects such that all Assessments in Improvement Area #1 begin collection immediately after the expiration of such two year period. Such first Annual Installment for a Lot or Parcel of Improvement Area #1 Assessed Property for which collection has begun, shall be due by January 31st of the following calendar year.

I. SURPLUS FUNDS REMAINING IN THE SERIES 2021 PID PROJECT FUND

If proceeds from the Series 2021 PID Bonds still remain after all of the Major Improvement Area Projects and the Initial Improvement Area #1 Projects are constructed and accepted by the Town, the proceeds may be utilized in accordance with the Indenture for the Series 2021 PID Bonds.

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VII. THE ASSESSMENT ROLL

A. MAJOR IMPROVEMENT AREA ASSESSMENT ROLL – INITIAL MAJOR IMPROVEMENTS

The Town Council has evaluated each Parcel within the Major Improvement Area (based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of public improvements, and other development factors deemed relevant by the Town Council) to determine the amount of Assessed Property within the Major Improvement Area.

The Major Improvement Area Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Initial Major Improvement Projects. Table VII-A summarizes the $11,762,179 in special benefit received by the Major Improvement Area Assessed Property from the Initial Major Improvement Projects, a portion of the costs of the PID formation, and the pro rata share of the Series 2021 PID Bonds issuance costs. The portion of the Series 2021 PID Bonds allocable to Major Improvement Area Assessed Property is $10,280,000, which is less equal to the benefit received by the Major Improvement Area Assessed Property for the Initial Major Improvements. Accordingly, the total Assessment to be applied to all the Major Improvement Area Assessed Property is $10,280,000 plus the Additional Interest Component, and annual Administrative Expenses. The Assessment for each Major Improvement Area Assessed Property is calculated based on the allocation methodologies described in Section V.D. The Major Improvement Area Assessment Roll – Initial Major Improvements is attached hereto as Appendix G.

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Table VII-A
Major Improvement Area
Special Benefit Summary

Special Benefit	Total Cost
Initial Major Improvement Projects	$9,170,097
Total Authorized Improvements[1]	*$9,170,097*
Pro rata share of PID Formation/Bond Costs of Issuance	
Cost of Issuance	$784,385
Capitalized interest	$1,013,008
Reserve Fund	$708,289
Administrative Expense	$35,000
Placement Agent's Fee	$51,400
PID Formation/Bond Cost of Issuance	*$2,592,082*
Total Special Benefit	**$11,762,179**
Special Benefit	
Total Special Benefit	$11,762,179
Projected Assessment	$10,280,000
Excess Benefit	**$1,482,179**

1 – See Table III-A for details.

B. IMPROVEMENT AREA #1 ASSESSMENT ROLL – INITIAL IMPROVEMENT AREA #1 PROJECTS AND IMPROVEMENT AREA #1 ASSESSMENT ROLL – ADDITIONAL IMPROVEMENT AREA #1 PROJECTS

The Town Council has evaluated each Parcel in Improvement Area #1 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of public improvements, and other development factors deemed relevant by the Town Council) to determine the amount of Assessed Property within the Improvement Area #1.

The Improvement Area #1 Assessed Property is being assessed separately for the special benefits conferred upon the property resulting from (i) the Initial Improvement Area #1 Projects, and (ii) the Additional Improvement Area #1 Projects. Table VII-B summarizes the $53,354,146 in special benefit received by the Improvement Area #1 Assessed Property from the Initial Improvement Area #1 Projects, a portion of the costs of the PID formation, and the pro rata share of the Series 2021 PID Bonds issuance costs and the Additional Improvement Area #1 Projects. The portion of the Series 2021 PID Bonds allocable to Improvement Area #1 Assessed Property for the Initial Improvement Area #1 Projects is $32,920,000. The Assessment levied under the Additional Improvement Area #1 Projects Reimbursement Agreement for the Additional Improvement Area #1 Projects is $7,745,000. The total of these two Assessments levied against the Improvement Area #1 Assessed Property is $40,665,000, which is less than the benefit received by the Improvement Area #1 Assessed Property from the Initial Improvement Area #1 Projects and the

Additional Improvement Area #1 Projects. Accordingly, the total Assessment (including (i) the portion related to the Initial Improvement Area #1 Projects and (ii) the portion related to the Additional Improvement Area #1 Projects) to be applied to all the Improvement Area #1 Assessed Property is $40,665,000 plus the Additional Interest Component (with respect to the portion securing the Series 2021 PID Bonds only), and annual Administrative Expenses. The Assessment for each Improvement Area #1 Assessed Property is calculated based on the allocation methodologies described in Section V.D. The Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects is attached hereto as Appendix H-1 and the Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects is attached hereto as Appendix H-2.

Table VII-B
Improvement Area #1
Special Benefit Summary

Special Benefit	Series 2021 PID Bonds Cost	Additional IA #1 Reimbursement Agreement Cost	Total Cost
Initial Improvement Area #1 Projects	$37,072,126	$0	$37,072,126
Additional Improvement Area #1 Projects	$0	$8,942,633	$8,942,633
Total Authorized Improvements[1]	*$37,072,126*	*$8,942,633*	*$46,014,760*
Pro rata share of PID Formation/Bond Costs of Issuance			
Cost of Issuance	$1,552,615	$0	$1,552,616
Capitalized interest	$3,243,992	$0	$3,243,992
Reserve Fund	$2,268,179	$0	$2,268,179
Administrative Expense	$75,000	$35,000	$110,000
Placement Agent's Fee	$164,600	$0	$164,600
PID Formation/Bond Cost of Issuance	*$7,304,387*	*$35,000*	*$7,339,387*
Total Special Benefit	**$44,376,513**	**$8,977,634**	**$53,354,146**
Special Benefit			
Total Special Benefit	$44,376,513	$8,977,634	$53,354,146
Projected Assessment	$32,920,000	$7,745,000	$40,665,000
Excess Benefit	**$11,456,513**	**$1,232,634**	**$12,689,146**

1 – See Table III-B for details.

C. FUTURE IMPROVEMENT AREA ASSESSMENT ROLL

As Future Improvement Areas are developed, this SAP will be amended to determine the Assessment for each Parcel or Lot located within such Future Improvement Area (e.g. an appendix will be added as the Assessment Roll for each Future Improvement Area).

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D. ANNUAL ASSESSMENT ROLL UPDATES

The Administrator shall prepare, and shall submit to the Town Council for approval, annual updates to the Major Improvement Area Assessment Roll – Initial Major Improvements, Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects, and the Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects, and in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the Town and permitted by the PID Act: (i) the identification of each Parcel; (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); The Additional Interest Component to be collected from the Assessed Property for the year (if the Assessment is payable in installments) and (v) payments of the Assessment, if any, as provided by Section VI.G of this Service and Assessment Plan.

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VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

The Town may elect to designate a third party to serve as Administrator. The Town shall notify Developer in writing at least thirty (30) days in advance before appointing a third party Administrator.

To the extent consistent with the PID Act, an owner of an Assessed Parcel claiming that a calculation error has been made in the Assessment Roll(s), including the calculation of the Annual Installment, shall send a written notice describing the error to the Town not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Parcel owner, consider written and oral evidence regarding the alleged error, and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Parcel owner, such change or modification shall be presented to the Town Council for approval to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Parcel owner (except for the final year during which the Annual Installment shall be collected or if it is determined there are sufficient funds to meet the expenses of the PID for the current year), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the Town Council. Any amendments made to the Assessment Roll(s) pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or if such decision is appealed to the Town Council, the decision of the Town Council shall be conclusive as long as there is a reasonable basis for such determination. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any other appeal or legal action by such owner.

B. TERMINATION OF ASSESSMENTS

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the Town shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination".

C. AMENDMENTS

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

The Town Council reserves the right to the extent permitted by the PID Act to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels: (i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; and (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, Collection Costs, and other charges imposed by the Service and Assessment Plan.

D. ADMINISTRATION AND INTERPRETATION OF PROVISIONS

The Town Council shall administer the PID, this Service and Assessment Plan, and all Annual Service Plan Updates consistent with the PID Act, and shall make all interpretations and determinations related to the application of this Service and Assessment Plan unless stated otherwise herein or in the Trust Indenture, such determination shall be conclusive.

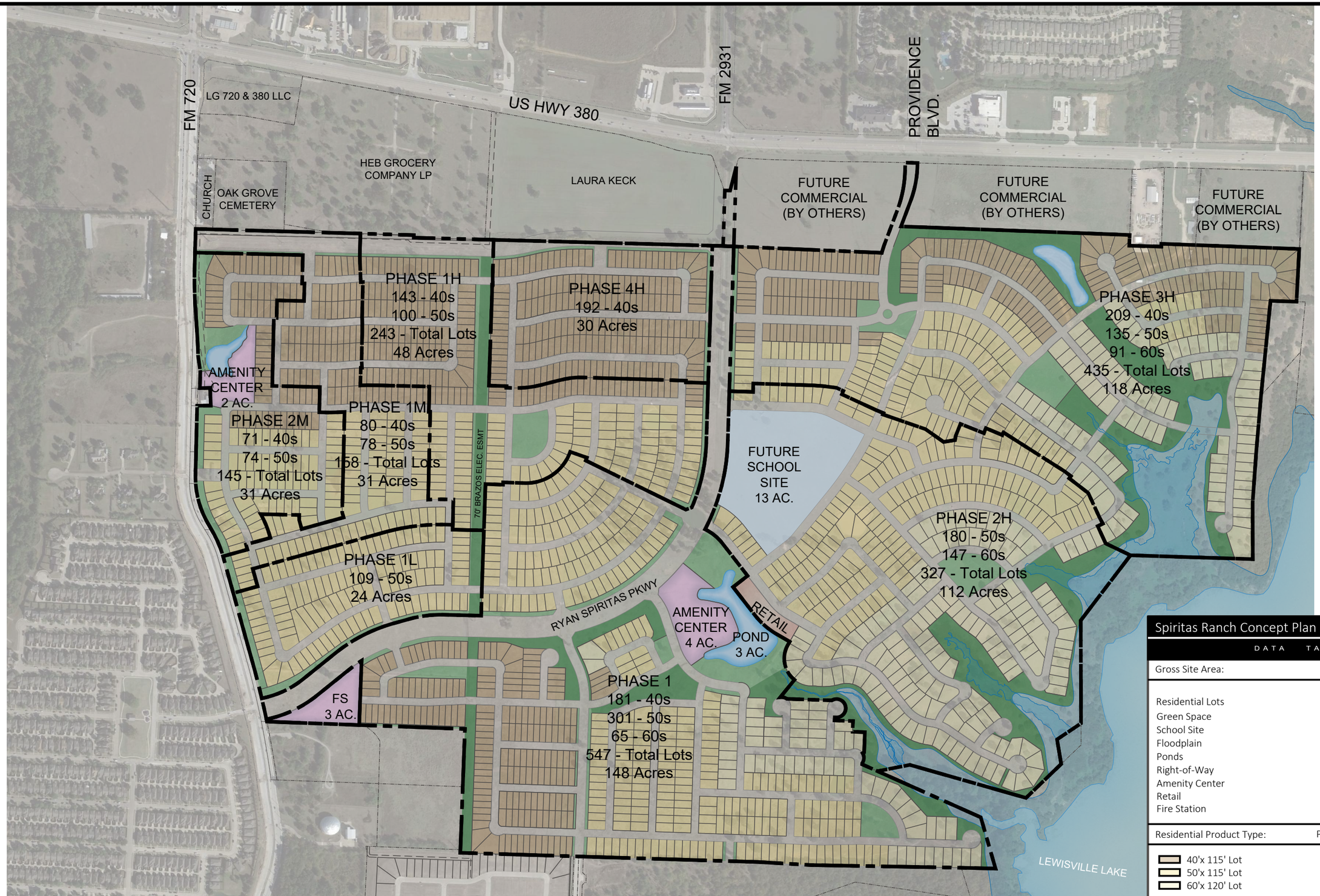
E. SEVERABILITY

If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to an Assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Town Council in adopting this Service and Assessment Plan that no part hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Town.

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APPENDIX A
PID MAP



Spiritas Ranch Concept Plan 28

DATA TABLE

Gross Site Area:		545+/-
	Acres	Gross %
Residential Lots	433	80%
Green Space	49	9%
School Site	13	2%
Floodplain	16	3%
Ponds	5	1%
Right-of-Way	17	3%
Amenity Center	7	1%
Retail	2	0.5%
Fire Station	3	0.5%

Residential Product Type:	Phase 1	Future	Total
40'x 115' Lot	404	472	876
50'x 115' Lot	588	389	977
60'x 120' Lot	65	238	303
Total Lots	1,057	1,099	2,156
Total Acres	251	294	545

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

SPIRITAS RANCH DEVELOPMENT
TOWN OF LITTLE ELM , DENTON COUNTY, TEXAS

SCALE: 1"=500'
DATE: MAR. 2021

CENTURION AMERICAN

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APPENDIX B
ESTIMATED COSTS OF AUTHORIZED IMPROVEMENTS

COMMUNITY NAME: Spiritas Ranch
PHASES: Full Development
CITY OR TOWN: Town of Little Elm, Denton County

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

GROSS ACREAGE:	548.0
NET ACREAGE:	439.0
TOTAL LOTS:	**2,156**
TOTAL DENSITY:	4.91
LANDPLAN:	25
CREATED BY:	MC
REVIEWED BY:	AB
CREATED:	04/06/20
REVISED:	**06/29/23**

Direct Phase Costs		**TOTALS**	**PHASE 1**	**PHASE 1L**	**PHASE 1M**	**PHASE 1G (1H)**	**FUTURE PHASES**
	Lot Count	**2156**	**547**	**109**	**158**	**243**	**1099**
1	Engineering	$ 5,641,612	$ 1,388,588	$ 276,147	$ 383,593	$ 550,636	$ 3,042,647
2	Grading Site Preparation	$ 1,932,580	$ 593,844	$ 94,162	$ 136,491	$ 209,920	$ 898,164
3	Water	$ 9,549,154	$ 2,225,060	$ 505,183	$ 810,067	$ 998,564	$ 5,010,280
4	Sanitary Sewer	$ 13,437,382	$ 2,403,088	$ 540,343	$ 734,392	$ 954,969	$ 8,804,590
5	Storm Drain	$ 12,023,381	$ 3,083,651	$ 581,396	$ 915,048	$ 843,751	$ 6,599,535
6	Street Improvements	$ 19,677,740	$ 5,244,122	$ 967,866	$ 967,866	$ 1,687,524	$ 10,810,362
9	Contingency 5%	$ 3,113,092	$ 746,918	$ 148,255	$ 197,373	$ 262,268	$ 1,758,279
13	ROW Acreage[6]	$ 14,880,000	$ 3,705,000	$ 705,000	$ 1,080,000	$ 1,290,000	$ 8,100,000
	Total	$ 80,254,941	$ 19,390,271	$ 3,818,352	$ 5,224,830	$ 6,797,632	$ 45,023,856
	Cost per Lot	$ 37,224	$ 35,448	$ 35,031	$ 33,069	$ 27,974	$ 40,968

Major Improvements Costs		**TOTALS**	**PHASE 1**	**PHASE 1L**	**PHASE 1M**	**PHASE 1G (1H)**	**FUTURE PHASES**
	Lot Count	**2156**	**547**	**109**	**158**	**243**	**1099**
1	Engineering	$ 3,238,607	$ 1,759,771	$ -	$ 204,383	$ 72,793	$ 1,201,660
3	Water	$ 2,703,776	$ 1,476,315	$ -	$ 65,856	$ 85,162	$ 1,076,442
4	Sanitary Sewer	$ 2,825,912	$ 2,077,796	$ -	$ 256,534	$ 73,382	$ 418,200
5	Storm Drain	$ 2,658,742	$ 1,239,260	$ -	$ 168,555	$ 12,204	$ 1,238,722
6	Street Improvements	$ 5,234,675	$ 3,385,956	$ -	$ 370,729	$ 257,448	$ 1,220,541
7a	Screening/Landscape Walls	$ 3,095,500	$ 1,843,500	$ -	$ -	$ -	$ 1,252,000
8	Dry Utilities - Spiritas Median	$ 1,551,189	$ 1,396,189	$ -	$ -	$ -	$ 155,000
9	Contingency 5%	$ 1,268,459	$ 751,816	$ -	$ 70,332	$ 25,049	$ 421,262
10	District Formation Costs	$ 1,200,000	$ 1,200,000	$ -	$ -	$ -	$ -
11	Turn Lane Improvements	$ 1,704,344	$ 328,764	$ -	$ 340,580	$ -	$ 1,035,000
12	Common Area Amenities & Trails	$ 1,156,444	$ 328,764	$ -	$ -	$ -	$ 827,680
13	ROW Acreage[4,6,7]	$ 1,665,000	$ -	$ -	$ 375,000	$ 300,000	$ 375,000
14	Perimeter Road[6,7]						
a	Engineering	$ 292,485	$ -	$ -	$ -	$ -	$ -
b	Water	$ 434,285	$ -	$ -	$ -	$ -	$ -
c	Sanitary Sewer	$ 327,515	$ -	$ -	$ -	$ -	$ -
d	Storm Drain	$ 383,160	$ -	$ -	$ -	$ -	$ -
e	Street Improvements	$ 805,555	$ -	$ -	$ -	$ -	$ -
f	ROW Acreage	$ 555,000	$ -	$ -	$ -	$ -	$ -
	Total	$ 31,100,648	$ 15,788,131	$ -	$ 1,851,970	$ 826,039	$ 9,221,507
	Cost per Lot	$ 14,425	$ 28,863	$ -	$ 11,721	$ 3,399	$ 8,391

Private Costs		**TOTALS**	**PHASE 1**	**PHASE 1L**	**PHASE 1M**	**PHASE 1G (1H)**	**FUTURE PHASES**
	Lot Count	**2156**	**547**	**109**	**158**	**243**	**1099**
1	Engineering	$ 1,605,279	$ 336,767	$ 67,107	$ 97,275	$ 149,606	$ 954,524
2	Grading Site Preparation	$ 10,877,373	$ 1,680,687	$ 334,908	$ 485,464	$ 746,631	$ 7,629,683
7b	Ret Walls	$ 3,932,206	$ 678,656	$ 135,235	$ 196,029	$ 301,487	$ 2,620,800
8	Dry Utilities	$ 1,306,049	$ 51,043	$ 51,043	$ 38,855	$ 60,108	$ 1,105,000
9	Contingency 5%	$ 1,036,045	$ 237,358	$ 29,415	$ 40,881	$ 62,892	$ 665,500
12	Amenity Center	$ 3,000,000	$ 2,000,000	$ -	$ -	$ -	$ 1,000,000
	Total	$ 21,756,953	$ 4,984,511	$ 617,708	$ 858,503	$ 1,320,723	$ 13,975,508
	Cost per Lot	$ 10,091	$ 9,112	$ 5,667	$ 5,434	$ 5,435	$ 12,717
TOTALS		***$ 133,112,541***	***$ 43,575,913***	***$ 4,436,060***	***$ 7,935,303***	***$ 8,944,394***	***$ 68,220,872***
per lot		***$ 61,741***	***$ 79,663***	***$ 40,698***	***$ 50,223***	***$ 36,808***	***$ 62,075***
	40' Lots	876	181	0	80	143	472
	50' Lots	977	301	109	78	100	389
	60' Lots	303	65	0	0	0	238
	Total Lots	***2156***	***547***	***109***	***158***	***243***	***1099***

Remainder Improvements[5]		**TOTALS**	**PHASE 1**	**PHASE 1L**	**PHASE 1M**	**PHASE 1G (1H)**	**FUTURE PHASES**
		2156	**547**	**109**	**158**	**243**	**1099**
1	Engineering	$ 309,000	$ -	$ -	$ -	$ -	$ 309,000
4	Sanitary Sewer	$ 1,959,417	$ -	$ -	$ -	$ -	$ 1,959,417
9	Contingency 5%	$ 113,421	$ -	$ -	$ -	$ -	$ 113,421
TOTALS		***$ 2,381,838***	***$ -***	***$ -***	***$ -***	***$ -***	***$ 2,381,838***
per lot		***$ 1,105***	***$ -***	***$ -***	***$ -***	***$ -***	***$ 2,167***

THIS OPINION OF PROBABLE COST WAS PREPARED BASED ON BEST AVAILABLE INFORMATION AND SHOULD BE USED FOR PROJECT EVALUATION ONLY.

NOTES

1 Development cost does not include: City/District/County Fees, Bonds, & Permits

2 Development cost does not include: Rock Excavation, Landscaping, Irrigation, Monumentation, or Common Area Amenities

3 Professional Fees do not include: Geotechnical, Environmental, or SWPPP Administration.

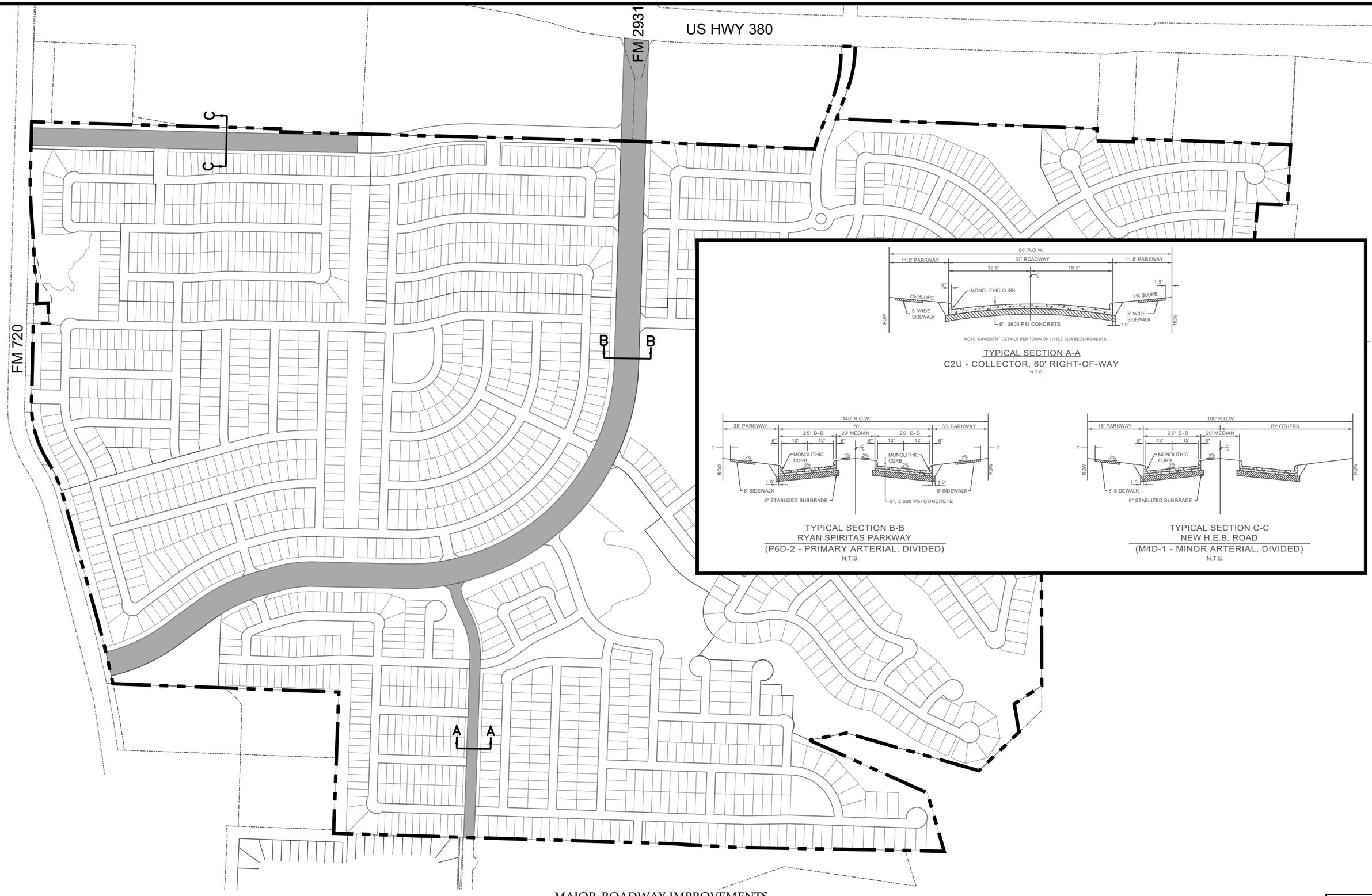
4 Streets include Ryan Spiritas Pkwy, Hidden Oaks Trail, Spiritas Ranch Road

5 Remainder Improvements include Lift Station #2 and associated Force Main. Lift Station #2 total capacity is 1499 LUEs: 895 LUEs reserved for Spiritas Ranch, 146 for Spiritas East, 33 for Spiritas Ranch commercial acreage, 425 for neighbor commercial acreage. Cost shown is required for 895 LUE Spiritas Ranch, less $230,000 in Spiritas East PID. Additional pumps will be required for future expansion.

6 Represents Additional Phase #1 Projects costs incorporated in OPC updated as of June 12, 2023.

7 Represents Additional Major Improvements costs incorporated in OPC updated as of June 12, 2023.

APPENDIX C
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS



NOTE: PAVEMENT DETAILS PER TOWN OF LITTLE ELM REQUIREMENTS

TYPICAL SECTION A-A
C2U - COLLECTOR, 60' RIGHT-OF-WAY
N.T.S.

TYPICAL SECTION B-B
RYAN SPIRITAS PARKWAY
(P6D-2 - PRIMARY ARTERIAL, DIVIDED)
N.T.S.

TYPICAL SECTION C-C
NEW H.E.B. ROAD
(M4D-1 - MINOR ARTERIAL, DIVIDED)
N.T.S.

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MAJOR ROADWAY IMPROVEMENTS
SPIRITAS RANCH PUBLIC IMPROVEMENT DISTRICT
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

CENTURION AMERICAN

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US HWY 380

EX. UTRWD WATER LINE

CONNECT TO EXISTING WATER

EX. 36" UTRWD WATER LINE

FM 2931

12" WATER LINE

12" WATER LINE

FM 720

12" WATER LINE

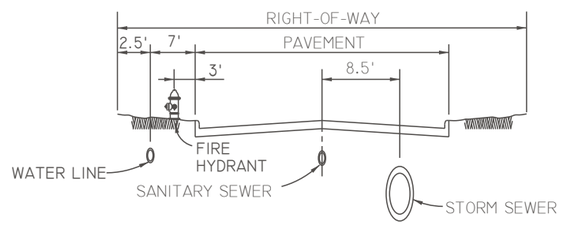
16" WATER LINE

EX. UTRWD WATER LINE

16" WATER LINE

EX. MSUD 16" WATER LINE

CONNECT TO EXISTING WATER



TYPICAL WATER LOCATION
N.T.S.

WATER LINE

MAJOR WATER IMPROVEMENTS
SPIRITAS RANCH PUBLIC IMPROVEMENT DISTRICT
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

CENTURION AMERICAN

S:\2019\2019017-00 Spiritas Ranch\CAD\EXHIBITS\20190170LP2SSpiritasRanchPID MJ Water 02012021.dwg Feb 04 2021 - 1:33 pm chancock

EX. CANTRELL SLOUGH SEWER LINE

15" GRAVITY SEWER

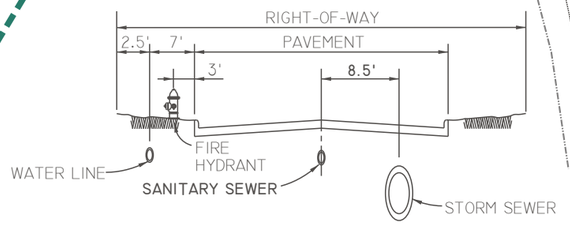
FM 720

6" FORCE MAIN

FM 2931

US HWY 380

LIFT STATION



TYPICAL SEWER LOCATION
N.T.S.

FORCE MAIN

SEWER LINE

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

MAJOR SEWER IMPROVEMENTS
SPIRITAS RANCH PUBLIC IMPROVEMENT DISTRICT
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

CENTURION AMERICAN

S:\2019\20190017-00 Spiritas Ranch\CAD\EXHIBITS\20190170OLP25SpiritasRanchPID MI Sewer 01292021.dwg Feb 04 2021 - 2:32 pm chancock

US HWY 380

FM 2931

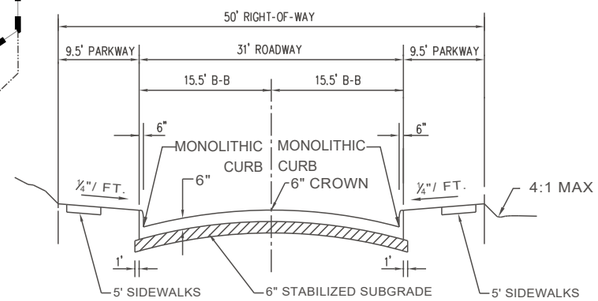
FM 720

PHASE 1

A A

A A

A A



TYPICAL 31' A-A ROADWAY PAVING SECTION

SCALE: NTS

PHASE 1 ROADWAY IMPROVEMENTS

SPIRITAS RANCH PUBLIC IMPROVEMENT DISTRICT

TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

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CENTURION AMERICAN

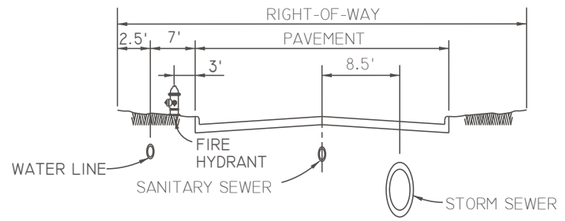
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US HWY 380

FM 2931

FM 720

PHASE 1



TYPICAL WATER LOCATION
N.T.S.

8" WATER LINE

PHASE 1 WATER IMPROVEMENTS
SPIRITAS RANCH PUBLIC IMPROVEMENT DISTRICT
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

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CENTURION AMERICAN

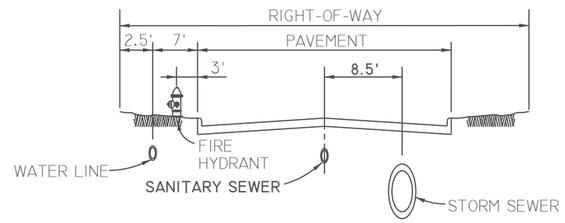
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US HWY 380

FM 2931

FM 720

PHASE 1



TYPICAL SEWER LOCATION
N.T.S.

SEWER LINE

PHASE 1 SEWER IMPROVEMENTS
SPIRITAS RANCH PUBLIC IMPROVEMENT DISTRICT
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

CENTURION AMERICAN

S:\2019\2019017-00 Spiritas Ranch\CADEX\HIBIT'S\20190170OLP25SpiritasRanchPID PH1 Sewer 01292021.dwg Feb 04 2021 - 1:46 pm chancock

APPENDIX D
PID ASSESSMENT NOTICE

AFTER RECORDING RETURN TO:

_____
_____
_____
_____
_____][1]

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
TOWN OF LITTLE ELM, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE _____ PRINCIPAL ASSESSMENT: $_____

As the purchaser of the real property described above, you are obligated to pay assessments to the Town of Little Elm, Texas (the "Town"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Spiritas Ranch Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the Town. The exact amount of each annual installment will be approved each year by the Town Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the Town.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF DENTON §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF DENTON §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

APPENDIX E
ASSESSMENT PER EQUIVALENT UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE EQUIVALENTS

Appendix E

For purposes of calculating and allocating the Assessments, the Assessed Property has been classified in one of three Lot Types.

"Lot Type 1" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 60 feet.

"Lot Type 2" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 50 feet.

"Lot Type 3" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 40 feet.

A) Proposed Development

Table E-A.1 shows the proposed residential units to be developed within the PID.

Table E-A.1
Proposed Development within the PID

Description	Proposed Development	
60 Ft Lots	303	Units
50 Ft Lots	977	Units
40 Ft Lots	876	Units
	2,156	**Units**

Table E-A.2 shows the proposed residential units within Improvement Area #1.

Table E-A.2
Proposed Development – Improvement Area #1

Description	Proposed Development	
60 Ft Lots	65	Units
50 Ft Lots	588	Units
40 Ft Lots	404[(a)]	Units
	1,057	**Units**

[(a)]Includes five (5) model homes.

Table E-A.3 shows the proposed residential Lot Types within the Major Improvement Area.

Table E-A.3
Proposed Development – Major Improvement Area

Description	Proposed Development	
60 Ft Lots	238	Units
50 Ft Lots	389	Units
40 Ft Lots	472	Units
	1,099	**Units**

B) Calculation of Equivalent Units

As explained under Section IV.D, for purpose of this Service and Assessment Plan, the Town Council has determined that the Actual Costs of the portion of the Initial Major Improvements to be financed with a portion of the Series 2021 PID Bonds shall be allocated to the Major Improvement Area Assessed Property and the Improvement Area #1 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units.

For purposes of this Service and Assessment Plan, the Town Council has determined that the Assessments shall be allocated to the Major Improvement Area Assessed Property and the Improvement Area #1 Assessed Property on the basis of the average home value of each Lot Type, and that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly benefited. In determining the average home value of each Lot Type, the Town Council has taken into consideration (i) the type of lots (i.e., 60 Ft, 50 Ft, etc.); (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements.

Having taken into consideration the matters described above, the Town Council determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the "Lot Types" defined above. These classifications (from Lot Type 1 (60 Ft Lots) representing the highest value to Lot Type 3 (40 Ft Lot) representing the lowest value for residential lots are set forth in Table E-C.4. Assessments are allocated to each Lot Type on the basis of the average home value for each class of lots. This was accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio of the average value of lots within each assessment class, setting the Equivalent Unit factor for Lot Type 1 (60 Ft Lots) to 1.0.

Table E-B.1 shows the Equivalent Unit Factors within the PID.

Table E-B.1
Equivalent Unit Factors

Lot Type	Estimated Average Unit Value[1]	Equivalent Unit Factor
Lot Type 1 (60' Lot)	$378,000	1.00 per dwelling unit
Lot Type 2 (50' Lot)	$315,000	0.83 per dwelling unit
Lot Type 3 (40' Lot)	$252,000	0.67 per dwelling unit

1 – Updated estimated average unit values provided by the developer May 17, 2023. The updated estimated values are a proportional increase and do not impact Equivalent Units.

The total projected Equivalent Units for Improvement Area #1 are shown in Table E-B.2 as calculated based on the Equivalent Unit factors shown in Table E-B.1, estimated Lot Types and number of units estimated to be built within Improvement Area #1.

Table E-B.2
Projected Equivalent Units - Improvement Area #1

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (60' Lot)	65	1.00	65.00
Lot Type 2 (50' Lot)	588	0.83	490.00
Lot Type 3 (40' Lot)	404	0.67	269.33
Total Equivalent Units	**1,057**		**824.33**

The total projected Equivalent Units for the Major Improvement Area are shown in Table E-B.3 as calculated based on the Equivalent Unit factors shown in Table E-B.1, estimated Lot Types and number of units estimated to be built within the Major Improvement Area.

Table E-B.3
Projected Equivalent Units - Major Improvement Area

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (60' Lot)	238	1.00	238.00
Lot Type 2 (50' Lot)	389	0.83	324.17
Lot Type 3 (40' Lot)	472	0.67	314.67
Total Equivalent Units	**1,099**		**876.83**

C) Allocation of Assessments to Lots within Improvement Area #1

Initial Improvement Area #1 Projects

As shown in Appendix H-1 of this Service and Assessment Plan, the share of Series 2021 PID Bonds allocable to the Improvement Area #1 Assessed Property, which represents the total Assessment allocated on all Parcels within Improvement Area #1 for the Initial Improvement Area #1 Projects, is $32,920,000. As shown in Table E-B.2, there are a total of 824.33 estimated Equivalent Units in Improvement Area #1, resulting in an Assessment per Equivalent Unit of $39,935.30 for the Initial Improvement Area #1 Projects.

The Assessment per dwelling unit in Improvement Area #1 ("Assessment Per Unit") for the Initial Improvement Area #1 Projects is calculated as the product of (i) $39,935.30 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is $39,935.30 (i.e. $39,935.30 × 1.00). The Assessment for a Lot Type 2 (50 Ft Lot) dwelling unit is $33,279.42 (i.e. $39,935.30 × 0.83). The Assessment for a Lot Type 3 (40 Ft Lot) dwelling unit is $26,623.53 (i.e. $39,935.30 × 0.67). Table E-C.1 sets forth the Assessment Per Unit for each Lot Type in Improvement Area #1 for the Initial Improvement Area #1 Projects.

Table E-C.1
Assessment Per Unit – Initial Improvement Area #1 Projects

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment Per Unit		Total Assessments
Lot Type 1 (60' Lot)	65	$39,935.30	1.00	$39,935.30	per dwelling unit	$2,595,795
Lot Type 2 (50' Lot)	588	$39,935.30	0.83	$33,279.42	per dwelling unit	$19,568,298
Lot Type 3 (40' Lot)	404	$39,935.30	0.67	$26,623.53	per dwelling unit	$10,755,908
Total	**1,057**					**$32,920,000**

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table E-C.2.

Table E-C.2
Projected Leverage – Initial Improvement Area #1 Projects

Description	Planned No. of Units	Estimated Finished Lot Value per unit[1]	Projected Home Value per unit	Assessment Per Unit[2]	Leverage (Lot Value)	Leverage (Home Value)
60 Ft Lots	65	$84,000	$472,500	$39,935.30	2.10	11.83
50 Ft Lots	588	$70,629	$393,750	$33,279.42	2.12	11.83
40 Ft Lots	404	$44,901	$315,000	$26,623.53	1.69	11.83

1 – Based on the weighted average lot prices for each Lot Type as provided by the Developer.

2 – Amounts are rounded to the nearest dollar amount.

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table E-C.3.

Table E-C.3
Projected Tax Rate Equivalent per unit – Initial Improvement Area #1 Projects

Description	Planned No. of Units	Estimated Finished Lot Value per unit[1]	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
60 Ft Lots	65	$84,000	$472,500	$3,000.09	$3.57	$0.63
50 Ft Lots	588	$70,629	$393,750	$2,500.08	$3.54	$0.63
40 Ft Lots	404	$44,901	$315,000	$2,000.06	$4.45	$0.63

1 – Based on the weighted average lot prices for each Lot Type as provided by the Developer.

The Assessment and Annual Installments for each Parcel or Lot located within Improvement Area #1 for the Initial Improvement Area #1 Projects is shown on the Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects, attached as Appendix H-1, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

Additional Improvement Area #1 Projects

As shown in Appendix H-2 of this Service and Assessment Plan, the Additional Improvement Area #1 Projects Reimbursement Agreement secured by Assessments levied against the Improvement Area #1 Assessed Property, which represents the total Assessment to be allocated on all Parcels within Improvement Area #1 for the Additional Improvement Area #1 Projects, is $8,977,633. As shown in Table E-B.1, there are a total of 824.33 estimated Equivalent Units in Improvement Area #1, resulting in an Assessment per Equivalent Unit of $10,890.78 for the Additional Improvement Area #1 Projects.

The Assessment Per Unit in Improvement Area #1 for the Additional Improvement Area #1 Projects is calculated as the product of (i) $9,395.47 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is $9,395.47 (i.e. $9,395.47 × 1.00). The Assessment for a Lot Type 2 (50 Ft Lot) dwelling unit is $7,829.56 (i.e. $9,395.47 × 0.83). The Assessment for a Lot Type 3 (40 Ft Lot) dwelling unit is $6,263.65 (i.e. $9,395.47 × 0.67). Table E-C.4 sets forth the Assessment Per Unit for each Lot Type in Improvement Area #1 for the Additional Improvement Area #1 Projects.

Table E-C.4
Assessment Per Unit – Additional Improvement Area #1 Projects

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment Per Unit		Total Assessments
Lot Type 1 (60' Lot)	65	$9,395.47	1.00	$9,395.47	per dwelling unit	$610,706
Lot Type 2 (50' Lot)	588	$9,395.47	0.83	$7,829.56	per dwelling unit	$4,603,781
Lot Type 3 (40' Lot)	404	$9,395.47	0.67	$6,263.65	per dwelling unit	$2,530,514
Total	**1,057**					**$7,745,000**

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table E-C.5.

Table E-C.5
Projected Leverage – Additional Improvement Area #1 Projects

Description	Planned No. of Units	Estimated Finished Lot Value per unit[1]	Projected Home Value per unit	Assessment Per Unit[2]	Leverage (Lot Value)	Leverage (Home Value)
60 Ft Lots	65	$84,000	$472,500	$9,395.47	8.94	50.29
50 Ft Lots	588	$70,629	$393,750	$7,829.56	9.02	50.29
40 Ft Lots	404	$44,901	$315,000	$6,263.65	7.17	50.29

1 – Based on the weighted average lot prices for each Lot Type as provided by the Developer.

2 – Amounts are rounded to the nearest dollar amount.

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table E-C.6.

Table E-C.6
Projected Tax Rate Equivalent per unit – Additional Improvement Area #1 Projects

Description	Planned No. of Units	Estimated Finished Lot Value per unit[1]	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
60 Ft Lots	65	$84,000	$472,500	$742.26	$0.88	$0.16
50 Ft Lots	588	$70,629	$393,750	$618.55	$0.88	$0.16
40 Ft Lots	404	$44,901	$315,000	$494.84	$1.10	$0.16

1 – Based on the weighted average lot prices for each Lot Type as provided by the Developer.

The Assessment and Annual Installments for each Parcel or Lot located within Improvement Area #1 for the Additional Improvement Area #1 Projects is shown on the Improvement Area #1

Assessment Roll – Additional Improvement Area #1 Projects, attached as Appendix H-2, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

Improvement Area #1 (Combined Initial Improvement Area #1 Projects and Additional Improvement Area #1 Projects)

The combined Assessment Per Unit in Improvement Area #1 is calculated as the sum of the Assessment Per Unit for the Initial Improvement Area #1 Projects and Additional Improvement Area #1 Projects. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is $49,330.77 (i.e. $39,935.30 + $9,395.47). The Assessment for a Lot Type 2 (50 Ft Lot) dwelling unit is $41,108.98 (i.e. $33,279.42 + $7,829.56). The Assessment for a Lot Type 3 (40 Ft Lot) dwelling unit is $32,887.18 (i.e. $26,623.53 + $6,263.65). Table E-C.7 sets forth the combined Assessment Per Unit for each Lot Type in Improvement Area #1.

Table E-C.7
Combined Assessment Per Unit – Improvement Area #1

Type	Planned No. of Units	Assessment Per Unit (Initial IA #1 Projects)	Assessment Per Unit (Additional IA #1 Improvements)	Combined Assessment Per Unit	Total Assessments
Lot Type 1 (60' Lot)	65	$39,935.30	$9,395.47	$49,330.77	$3,206,500
Lot Type 2 (50' Lot)	588	$33,279.42	$7,829.56	$41,108.98	$24,172,078
Lot Type 3 (40' Lot)	404	$26,623.53	$6,263.65	$32,887.18	$13,286,421
Total	**1,057**				**$40,665,000**

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table E-C.8.

Table E-C.8
Combined Projected Leverage – Improvement Area #1

Description	Planned No. of Units	Estimated Finished Lot Value per unit[1]	Projected Home Value per unit	Combined Assessment Per Unit[2]	Leverage (Lot Value)	Leverage (Home Value)
60 Ft Lots	65	$84,000	$472,500	$49,330.77	1.70	9.58
50 Ft Lots	588	$70,629	$393,750	$41,108.98	1.72	9.58
40 Ft Lots	404	$44,901	$315,000	$32,887.18	1.37	9.58

1 – Based on the weighted average lot prices for each Lot Type as provided by the Developer.

2 – Amounts are rounded to the nearest dollar amount.

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table E-C.9.

Table E-C.9
Combined Projected Tax Rate Equivalent per unit – Improvement Area #1

Description	Planned No. of Units	Estimated Finished Lot Value per unit[1]	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
60 Ft Lots	65	$84,000	$472,500	$3,742.36	$4.46	$0.79
50 Ft Lots	588	$70,629	$393,750	$3,118.63	$4.42	$0.79
40 Ft Lots	404	$44,901	$315,000	$2,494.90	$5.56	$0.79

1 – Based on the weighted average lot prices for each Lot Type as provided by the Developer.

The projected Annual Installments for each Parcel or Lot located within Improvement Area #1 for the Initial Improvement Area #1 Projects and the Additional Improvement Area #1 Projects is shown on the combined Improvement Area #1 projected annual installment schedule, attached as Appendix H-3.

D) Allocation of Major Improvement Area Assessments to Lot Types in the Major Improvement Area

As shown in Appendix G of this Service and Assessment Plan, the share of Series 2021 PID Bonds allocable to the Major Improvement Area Assessed Property, which represents the total Assessment allocated on all Parcels within the Major Improvement Area for the Initial Major Improvements, is $10,280,000. As shown in Table E-B.3, there are a total of 876.83 estimated Equivalent Units in the Major Improvement Area, resulting in an Assessment per Equivalent Unit of $11,724.01.

The Assessment Per Unit is calculated as the product of (i) $11,724.01 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is $11,724.01 (i.e. $11,724.01 × 1.00). The Assessment for a Lot Type 2 (50 Ft Lot) dwelling unit is $9,770.01 (i.e. $11,724.01 × 0.83). The Assessment for a Lot Type 3 (40 Ft Lot) dwelling unit is $7,816.00 (i.e. $11,724.01 × 0.67). Table E-D.1 sets forth the Assessment Per Unit for each Lot Type in the Major Improvement Area for the Initial Major Improvements.

Table E-D.1
Assessment Per Unit – Major Improvement Area

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment Per Unit		Total Assessments
Lot Type 1 (60' Lot)	238	$11,724.01	1.00	$11,724.01	per dwelling unit	$2,790,314
Lot Type 2 (50' Lot)	389	$11,724.01	0.83	$9,770.01	per dwelling unit	$3,800,532
Lot Type 3 (40' Lot)	472	$11,724.01	0.67	$7,816.00	per dwelling unit	$3,689,154
Total	**1,099**					**$10,280,000**

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit within the Major Improvement Area for the Initial Major Improvements is shown in Table E-D.2.

Table E-D.2
Projected Leverage – Major Improvement Area

Description	Planned No. of Units	Estimated Finished Lot Value per unit[1]	Projected Home Value per unit	Assessment Per Unit[2]	Leverage (Lot Value)	Leverage (Home Value)
60 Ft Lots	238	$96,731	$472,500	$11,724.01	8.25	40.30
50 Ft Lots	389	$79,826	$393,750	$9,770.01	8.17	40.30
40 Ft Lots	472	$66,233	$315,000	$7,816.00	8.47	40.30

1 – Based on the weighted average lot prices for each Lot Type as provided by the Developer.

2 – Amounts are rounded to the nearest dollar amount.

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit within the Major Improvement Area for the Initial Major Improvements is shown in Table E-D.3.

Table E-D.3
Projected Tax Rate Equivalent per unit – Major Improvement Area

Description	Planned No. of Units	Estimated Finished Lot Value per unit[1]	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
60 Ft Lots	238	$96,731	$472,500	$898.92	$0.93	$0.19
50 Ft Lots	389	$79,826	$393,750	$749.10	$0.94	$0.19
40 Ft Lots	472	$66,233	$315,000	$599.28	$0.90	$0.19

1 – Based on the weighted average lot prices for each Lot Type as provided by the Developer.

The Assessment and Annual Installments for each Parcel or Lot located within the Major Improvement Area for the Initial Major Improvements is shown on the Major Improvement Area Assessment Roll – Initial Major Improvements, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

APPENDIX F
SERIES 2021 PID BONDS PROJECTED ANNUAL INSTALLMENT SCHEDULE

Appendix F

Series 2021 PID Bonds Projected Annual Installment Schedule

Year [1]	Principal	Interest	Administrative Expenses[2]	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest/Available Credits	Total Annual Installment[3]
9/30/21	$0	$599,850	$0	$0	$0	($599,850)	$0
9/30/22	$0	$2,322,000	$85,000	$0	$0	($2,407,000)	$0
9/30/23	$650,000	$2,322,000	$112,200	$216,000	$0	($1,365,150)	$1,935,050
9/30/24	$685,000	$2,287,063	$114,444	$212,750	$0	$0	$3,299,257
9/30/25	$725,000	$2,250,244	$116,733	$209,325	$0	$0	$3,301,302
9/30/26	$765,000	$2,211,275	$119,068	$205,700	$0	$0	$3,301,043
9/30/27	$805,000	$2,170,156	$121,449	$201,875	$0	$0	$3,298,480
9/30/28	$845,000	$2,126,888	$123,878	$197,850	$0	$0	$3,293,615
9/30/29	$895,000	$2,081,469	$126,355	$193,625	$0	$0	$3,296,449
9/30/30	$940,000	$2,033,363	$128,883	$189,150	$0	$0	$3,291,395
9/30/31	$990,000	$1,982,838	$131,460	$184,450	$0	$0	$3,288,748
9/30/32	$1,045,000	$1,929,625	$134,089	$179,500	$0	$0	$3,288,214
9/30/33	$1,100,000	$1,873,456	$136,771	$174,275	$0	$0	$3,284,502
9/30/34	$1,160,000	$1,814,331	$139,507	$168,775	$0	$0	$3,282,613
9/30/35	$1,220,000	$1,751,981	$142,297	$162,975	$0	$0	$3,277,253
9/30/36	$1,290,000	$1,686,406	$145,143	$156,875	$0	$0	$3,278,424
9/30/37	$1,355,000	$1,617,069	$148,046	$150,425	$0	$0	$3,270,539
9/30/38	$1,430,000	$1,544,238	$151,006	$143,650	$0	$0	$3,268,894
9/30/39	$1,505,000	$1,467,375	$154,027	$136,500	$0	$0	$3,262,902
9/30/40	$1,585,000	$1,386,481	$157,107	$128,975	$0	$0	$3,257,563
9/30/41	$1,670,000	$1,301,288	$160,249	$121,050	$0	$0	$3,252,587
9/30/42	$1,760,000	$1,211,525	$163,454	$112,700	$0	$0	$3,247,679
9/30/43	$1,855,000	$1,116,925	$166,723	$103,900	$0	$0	$3,242,548
9/30/44	$1,955,000	$1,017,219	$170,058	$94,625	$0	$0	$3,236,902
9/30/45	$2,060,000	$912,138	$173,459	$84,850	$0	$0	$3,230,446
9/30/46	$2,170,000	$801,413	$176,928	$74,550	$0	$0	$3,222,891
9/30/47	$2,290,000	$684,775	$180,467	$63,700	$0	$0	$3,218,942
9/30/48	$2,410,000	$561,688	$184,076	$52,250	$0	$0	$3,208,013
9/30/49	$2,540,000	$432,150	$187,758	$40,200	$0	$0	$3,200,108
9/30/50	$2,680,000	$295,625	$191,513	$27,500	$0	$0	$3,194,638
9/30/51	$2,820,000	$151,575	$195,343	$14,100	($2,976,469)	$0	$204,549
Total	**$43,200,000**	**$45,944,425**	**$4,437,489**	**$4,002,100**	**($2,976,469)**	**($4,372,000)**	**$90,235,545**

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.

2- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

3- Annual Installments are calculated using a 5.375% interest rate on the Series 2021 PID Bonds plus the Additional Interest and Administrative Expenses.

APPENDIX G
MAJOR IMPROVEMENT AREA ASSESSMENT ROLL - INITIAL MAJOR IMPROVEMENTS

Appendix G
Major Improvement Area Assessment Roll – Initial Major Improvements

Parcel	**All Parcels**
Equivalent Units	**876.83**
Assessment	**$10,280,000**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment[4]
9/30/21	$0	$142,742	$0	$0	$0	($142,742)	$0
9/30/22	$0	$552,550	$35,000	$0	$0	($587,550)	$0
9/30/23	$155,000	$552,550	$35,700	$51,400	$0	($333,016)	$461,634
9/30/24	$165,000	$544,219	$36,414	$50,625	$0	$0	$796,258
9/30/25	$175,000	$535,350	$37,142	$49,800	$0	$0	$797,292
9/30/26	$180,000	$525,944	$37,885	$48,925	$0	$0	$792,754
9/30/27	$190,000	$516,269	$38,643	$48,025	$0	$0	$792,937
9/30/28	$200,000	$506,056	$39,416	$47,075	$0	$0	$792,547
9/30/29	$215,000	$495,306	$40,204	$46,075	$0	$0	$796,585
9/30/30	$225,000	$483,750	$41,008	$45,000	$0	$0	$794,758
9/30/31	$235,000	$471,656	$41,828	$43,875	$0	$0	$792,359
9/30/32	$250,000	$459,025	$42,665	$42,700	$0	$0	$794,390
9/30/33	$260,000	$445,588	$43,518	$41,450	$0	$0	$790,556
9/30/34	$275,000	$431,613	$44,388	$40,150	$0	$0	$791,151
9/30/35	$290,000	$416,831	$45,276	$38,775	$0	$0	$790,882
9/30/36	$305,000	$401,244	$46,182	$37,325	$0	$0	$789,751
9/30/37	$320,000	$384,850	$47,105	$35,800	$0	$0	$787,755
9/30/38	$340,000	$367,650	$48,047	$34,200	$0	$0	$789,897
9/30/39	$360,000	$349,375	$49,008	$32,500	$0	$0	$790,883
9/30/40	$375,000	$330,025	$49,989	$30,700	$0	$0	$785,714
9/30/41	$395,000	$309,869	$50,988	$28,825	$0	$0	$784,682
9/30/42	$420,000	$288,638	$52,008	$26,850	$0	$0	$787,496
9/30/43	$440,000	$266,063	$53,048	$24,750	$0	$0	$783,861
9/30/44	$465,000	$242,413	$54,109	$22,550	$0	$0	$784,072
9/30/45	$490,000	$217,419	$55,191	$20,225	$0	$0	$782,835
9/30/46	$515,000	$191,081	$56,295	$17,775	$0	$0	$780,152
9/30/47	$545,000	$163,400	$57,421	$15,200	$0	$0	$781,021
9/30/48	$575,000	$134,106	$58,570	$12,475	$0	$0	$780,151
9/30/49	$605,000	$103,200	$59,741	$9,600	$0	$0	$777,541
9/30/50	$640,000	$70,681	$60,936	$6,575	$0	$0	$778,192
9/30/51	$675,000	$36,281	$62,155	$3,375	($708,289)	$0	$68,521
Total	**$10,280,000**	**$10,935,742**	**$1,419,883**	**$952,600**	**($708,289)**	**($1,063,308)**	**$21,816,627**

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.

2- Principal and interest amounts shown are pro rata estimates based the estimated bond debt service schedule shown in Appendix F for the Series 2021 PID Bonds.

3- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year

4- Annual Installments are calculated using a 5.375% interest rate on the Series 2021 PID Bonds plus the Additional Interest and Administrative Expenses.

Appendix G
Assessment Roll by Lot Type

Lot Type	Lot Type 1 (60 Ft)
Assessment	**$11,724**
Equivalent Unit	**1.00**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment[4]
9/30/21	$0	$163	$0	$0	$0	($163)	$0
9/30/22	$0	$630	$40	$0	$0	($670)	$0
9/30/23	$177	$630	$41	$59	$0	($380)	$526
9/30/24	$188	$621	$42	$58	$0	$0	$908
9/30/25	$200	$611	$42	$57	$0	$0	$909
9/30/26	$205	$600	$43	$56	$0	$0	$904
9/30/27	$217	$589	$44	$55	$0	$0	$904
9/30/28	$228	$577	$45	$54	$0	$0	$904
9/30/29	$245	$565	$46	$53	$0	$0	$908
9/30/30	$257	$552	$47	$51	$0	$0	$906
9/30/31	$268	$538	$48	$50	$0	$0	$904
9/30/32	$285	$524	$49	$49	$0	$0	$906
9/30/33	$297	$508	$50	$47	$0	$0	$902
9/30/34	$314	$492	$51	$46	$0	$0	$902
9/30/35	$331	$475	$52	$44	$0	$0	$902
9/30/36	$348	$458	$53	$43	$0	$0	$901
9/30/37	$365	$439	$54	$41	$0	$0	$898
9/30/38	$388	$419	$55	$39	$0	$0	$901
9/30/39	$411	$398	$56	$37	$0	$0	$902
9/30/40	$428	$376	$57	$35	$0	$0	$896
9/30/41	$450	$353	$58	$33	$0	$0	$895
9/30/42	$479	$329	$59	$31	$0	$0	$898
9/30/43	$502	$303	$60	$28	$0	$0	$894
9/30/44	$530	$276	$62	$26	$0	$0	$894
9/30/45	$559	$248	$63	$23	$0	$0	$893
9/30/46	$587	$218	$64	$20	$0	$0	$890
9/30/47	$622	$186	$65	$17	$0	$0	$891
9/30/48	$656	$153	$67	$14	$0	$0	$890
9/30/49	$690	$118	$68	$11	$0	$0	$887
9/30/50	$730	$81	$69	$7	$0	$0	$888
9/30/51	$770	$41	$71	$4	($808)	$0	$78
Total	**$11,724**	**$12,472**	**$1,619**	**$1,086**	**($808)**	**($1,213)**	**$24,881**

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.

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3- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year

4- Annual Installments are calculated using a 5.375% interest rate on the Series 2021 PID Bonds plus the Additional Interest and Administrative Expenses.

Appendix G
Assessment Roll by Lot Type

Lot Type	Lot Type 2 (50 Ft)
Assessment	**$9,770**
Equivalent Unit	**0.83**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment[4]
9/30/21	$0	$136	$0	$0	$0	($136)	$0
9/30/22	$0	$525	$33	$0	$0	($558)	$0
9/30/23	$147	$525	$34	$49	$0	($316)	$439
9/30/24	$157	$517	$35	$48	$0	$0	$757
9/30/25	$166	$509	$35	$47	$0	$0	$758
9/30/26	$171	$500	$36	$46	$0	$0	$753
9/30/27	$181	$491	$37	$46	$0	$0	$754
9/30/28	$190	$481	$37	$45	$0	$0	$753
9/30/29	$204	$471	$38	$44	$0	$0	$757
9/30/30	$214	$460	$39	$43	$0	$0	$755
9/30/31	$223	$448	$40	$42	$0	$0	$753
9/30/32	$238	$436	$41	$41	$0	$0	$755
9/30/33	$247	$423	$41	$39	$0	$0	$751
9/30/34	$261	$410	$42	$38	$0	$0	$752
9/30/35	$276	$396	$43	$37	$0	$0	$752
9/30/36	$290	$381	$44	$35	$0	$0	$751
9/30/37	$304	$366	$45	$34	$0	$0	$749
9/30/38	$323	$349	$46	$33	$0	$0	$751
9/30/39	$342	$332	$47	$31	$0	$0	$752
9/30/40	$356	$314	$48	$29	$0	$0	$747
9/30/41	$375	$294	$48	$27	$0	$0	$746
9/30/42	$399	$274	$49	$26	$0	$0	$748
9/30/43	$418	$253	$50	$24	$0	$0	$745
9/30/44	$442	$230	$51	$21	$0	$0	$745
9/30/45	$466	$207	$52	$19	$0	$0	$744
9/30/46	$489	$182	$54	$17	$0	$0	$741
9/30/47	$518	$155	$55	$14	$0	$0	$742
9/30/48	$546	$127	$56	$12	$0	$0	$741
9/30/49	$575	$98	$57	$9	$0	$0	$739
9/30/50	$608	$67	$58	$6	$0	$0	$740
9/30/51	$642	$34	$59	$3	($673)	$0	$65
Total	**$9,770**	**$10,393**	**$1,349**	**$905**	**($673)**	**($1,011)**	**$20,734**

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.

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3- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year

4- Annual Installments are calculated using a 5.375% interest rate on the Series 2021 PID Bonds plus the Additional Interest and Administrative Expenses.

Appendix G
Assessment Roll by Lot Type

Lot Type	Lot Type 3 (40 Ft)
Assessment	**$7,816**
Equivalent Unit	**0.67**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment[4]
9/30/21	$0	$109	$0	$0	$0	($109)	$0
9/30/22	$0	$420	$27	$0	$0	($447)	$0
9/30/23	$118	$420	$27	$39	$0	($253)	$351
9/30/24	$125	$414	$28	$38	$0	$0	$605
9/30/25	$133	$407	$28	$38	$0	$0	$606
9/30/26	$137	$400	$29	$37	$0	$0	$603
9/30/27	$144	$393	$29	$37	$0	$0	$603
9/30/28	$152	$385	$30	$36	$0	$0	$603
9/30/29	$163	$377	$31	$35	$0	$0	$606
9/30/30	$171	$368	$31	$34	$0	$0	$604
9/30/31	$179	$359	$32	$33	$0	$0	$602
9/30/32	$190	$349	$32	$32	$0	$0	$604
9/30/33	$198	$339	$33	$32	$0	$0	$601
9/30/34	$209	$328	$34	$31	$0	$0	$602
9/30/35	$220	$317	$34	$29	$0	$0	$601
9/30/36	$232	$305	$35	$28	$0	$0	$600
9/30/37	$243	$293	$36	$27	$0	$0	$599
9/30/38	$259	$280	$37	$26	$0	$0	$601
9/30/39	$274	$266	$37	$25	$0	$0	$601
9/30/40	$285	$251	$38	$23	$0	$0	$597
9/30/41	$300	$236	$39	$22	$0	$0	$597
9/30/42	$319	$219	$40	$20	$0	$0	$599
9/30/43	$335	$202	$40	$19	$0	$0	$596
9/30/44	$354	$184	$41	$17	$0	$0	$596
9/30/45	$373	$165	$42	$15	$0	$0	$595
9/30/46	$392	$145	$43	$14	$0	$0	$593
9/30/47	$414	$124	$44	$12	$0	$0	$594
9/30/48	$437	$102	$45	$9	$0	$0	$593
9/30/49	$460	$78	$45	$7	$0	$0	$591
9/30/50	$487	$54	$46	$5	$0	$0	$592
9/30/51	$513	$28	$47	$3	($539)	$0	$52
Total	**$7,816**	**$8,315**	**$1,080**	**$724**	**($539)**	**($808)**	**$16,587**

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.

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APPENDIX H-1
IMPROVEMENT AREA #1 ASSESSMENT ROLL – INITIAL IMPROVEMENT AREA #1 PROJECTS

Appendix H-1
Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects

Parcel	**All Parcels**
Equivalent Units	**824.33**
Assessment	**$32,920,000**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment[4]
9/30/21	$0	$457,108	$0	$0	$0	($457,108)	$0
9/30/22	$0	$1,769,450	$50,000	$0	$0	($1,819,450)	$0
9/30/23	$495,000	$1,769,450	$76,500	$164,600	$0	($1,032,134)	$1,473,416
9/30/24	$520,000	$1,742,844	$78,030	$162,125	$0	$0	$2,502,999
9/30/25	$550,000	$1,714,894	$79,591	$159,525	$0	$0	$2,504,009
9/30/26	$585,000	$1,685,331	$81,182	$156,775	$0	$0	$2,508,289
9/30/27	$615,000	$1,653,888	$82,806	$153,850	$0	$0	$2,505,544
9/30/28	$645,000	$1,620,831	$84,462	$150,775	$0	$0	$2,501,068
9/30/29	$680,000	$1,586,163	$86,151	$147,550	$0	$0	$2,499,864
9/30/30	$715,000	$1,549,613	$87,874	$144,150	$0	$0	$2,496,637
9/30/31	$755,000	$1,511,181	$89,632	$140,575	$0	$0	$2,496,388
9/30/32	$795,000	$1,470,600	$91,425	$136,800	$0	$0	$2,493,825
9/30/33	$840,000	$1,427,869	$93,253	$132,825	$0	$0	$2,493,947
9/30/34	$885,000	$1,382,719	$95,118	$128,625	$0	$0	$2,491,462
9/30/35	$930,000	$1,335,150	$97,020	$124,200	$0	$0	$2,486,370
9/30/36	$985,000	$1,285,163	$98,961	$119,550	$0	$0	$2,488,673
9/30/37	$1,035,000	$1,232,219	$100,940	$114,625	$0	$0	$2,482,784
9/30/38	$1,090,000	$1,176,588	$102,959	$109,450	$0	$0	$2,478,996
9/30/39	$1,145,000	$1,118,000	$105,018	$104,000	$0	$0	$2,472,018
9/30/40	$1,210,000	$1,056,456	$107,118	$98,275	$0	$0	$2,471,850
9/30/41	$1,275,000	$991,419	$109,261	$92,225	$0	$0	$2,467,905
9/30/42	$1,340,000	$922,888	$111,446	$85,850	$0	$0	$2,460,184
9/30/43	$1,415,000	$850,863	$113,675	$79,150	$0	$0	$2,458,687
9/30/44	$1,490,000	$774,806	$115,948	$72,075	$0	$0	$2,452,830
9/30/45	$1,570,000	$694,719	$118,267	$64,625	$0	$0	$2,447,611
9/30/46	$1,655,000	$610,331	$120,633	$56,775	$0	$0	$2,442,739
9/30/47	$1,745,000	$521,375	$123,045	$48,500	$0	$0	$2,437,920
9/30/48	$1,835,000	$427,581	$125,506	$39,775	$0	$0	$2,427,863
9/30/49	$1,935,000	$328,950	$128,016	$30,600	$0	$0	$2,422,566
9/30/50	$2,040,000	$224,944	$130,577	$20,925	$0	$0	$2,416,446
9/30/51	$2,145,000	$115,294	$133,188	$10,725	($2,268,179)	$0	$136,028
Total	**$32,920,000**	**$35,008,683**	**$3,017,606**	**$3,049,500**	**($2,268,179)**	**($3,308,692)**	**$68,418,918**

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.

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Appendix H-1

Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects Assessment Roll by Lot Type

Lot Type	Lot Type 1 (60 Ft)
Assessment	**$39,935**
Equivalent Unit	**1.00**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment[4]
9/30/21	$0	$555	$0	$0	$0	($555)	$0
9/30/22	$0	$2,147	$61	$0	$0	($2,207)	$0
9/30/23	$600	$2,147	$93	$200	$0	($1,252)	$1,787
9/30/24	$631	$2,114	$95	$197	$0	$0	$3,036
9/30/25	$667	$2,080	$97	$194	$0	$0	$3,038
9/30/26	$710	$2,044	$98	$190	$0	$0	$3,043
9/30/27	$746	$2,006	$100	$187	$0	$0	$3,039
9/30/28	$782	$1,966	$102	$183	$0	$0	$3,034
9/30/29	$825	$1,924	$105	$179	$0	$0	$3,033
9/30/30	$867	$1,880	$107	$175	$0	$0	$3,029
9/30/31	$916	$1,833	$109	$171	$0	$0	$3,028
9/30/32	$964	$1,784	$111	$166	$0	$0	$3,025
9/30/33	$1,019	$1,732	$113	$161	$0	$0	$3,025
9/30/34	$1,074	$1,677	$115	$156	$0	$0	$3,022
9/30/35	$1,128	$1,620	$118	$151	$0	$0	$3,016
9/30/36	$1,195	$1,559	$120	$145	$0	$0	$3,019
9/30/37	$1,256	$1,495	$122	$139	$0	$0	$3,012
9/30/38	$1,322	$1,427	$125	$133	$0	$0	$3,007
9/30/39	$1,389	$1,356	$127	$126	$0	$0	$2,999
9/30/40	$1,468	$1,282	$130	$119	$0	$0	$2,999
9/30/41	$1,547	$1,203	$133	$112	$0	$0	$2,994
9/30/42	$1,626	$1,120	$135	$104	$0	$0	$2,984
9/30/43	$1,717	$1,032	$138	$96	$0	$0	$2,983
9/30/44	$1,808	$940	$141	$87	$0	$0	$2,976
9/30/45	$1,905	$843	$143	$78	$0	$0	$2,969
9/30/46	$2,008	$740	$146	$69	$0	$0	$2,963
9/30/47	$2,117	$632	$149	$59	$0	$0	$2,957
9/30/48	$2,226	$519	$152	$48	$0	$0	$2,945
9/30/49	$2,347	$399	$155	$37	$0	$0	$2,939
9/30/50	$2,475	$273	$158	$25	$0	$0	$2,931
9/30/51	$2,602	$140	$162	$13	($2,752)	$0	$165
Total	**$39,935**	**$42,469**	**$3,661**	**$3,699**	**($2,752)**	**($4,014)**	**$82,999**

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.

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3- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year

4- Annual Installments are calculated using a 5.375% interest rate on the Series 2021 PID Bonds plus the Additional Interest and Administrative Expenses.

Appendix H-1

Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects Assessment Roll by Lot Type

Lot Type	Lot Type 2 (50 Ft)
Assessment	**$33,279**
Equivalent Unit	**0.83**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment[4]
9/30/21	$0	$462	$0	$0	$0	($462)	$0
9/30/22	$0	$1,789	$51	$0	$0	($1,839)	$0
9/30/23	$500	$1,789	$77	$166	$0	($1,043)	$1,490
9/30/24	$526	$1,762	$79	$164	$0	$0	$2,530
9/30/25	$556	$1,734	$80	$161	$0	$0	$2,531
9/30/26	$591	$1,704	$82	$158	$0	$0	$2,536
9/30/27	$622	$1,672	$84	$156	$0	$0	$2,533
9/30/28	$652	$1,639	$85	$152	$0	$0	$2,528
9/30/29	$687	$1,603	$87	$149	$0	$0	$2,527
9/30/30	$723	$1,567	$89	$146	$0	$0	$2,524
9/30/31	$763	$1,528	$91	$142	$0	$0	$2,524
9/30/32	$804	$1,487	$92	$138	$0	$0	$2,521
9/30/33	$849	$1,443	$94	$134	$0	$0	$2,521
9/30/34	$895	$1,398	$96	$130	$0	$0	$2,519
9/30/35	$940	$1,350	$98	$126	$0	$0	$2,514
9/30/36	$996	$1,299	$100	$121	$0	$0	$2,516
9/30/37	$1,046	$1,246	$102	$116	$0	$0	$2,510
9/30/38	$1,102	$1,189	$104	$111	$0	$0	$2,506
9/30/39	$1,158	$1,130	$106	$105	$0	$0	$2,499
9/30/40	$1,223	$1,068	$108	$99	$0	$0	$2,499
9/30/41	$1,289	$1,002	$110	$93	$0	$0	$2,495
9/30/42	$1,355	$933	$113	$87	$0	$0	$2,487
9/30/43	$1,430	$860	$115	$80	$0	$0	$2,486
9/30/44	$1,506	$783	$117	$73	$0	$0	$2,480
9/30/45	$1,587	$702	$120	$65	$0	$0	$2,474
9/30/46	$1,673	$617	$122	$57	$0	$0	$2,469
9/30/47	$1,764	$527	$124	$49	$0	$0	$2,465
9/30/48	$1,855	$432	$127	$40	$0	$0	$2,454
9/30/49	$1,956	$333	$129	$31	$0	$0	$2,449
9/30/50	$2,062	$227	$132	$21	$0	$0	$2,443
9/30/51	$2,168	$117	$135	$11	($2,293)	$0	$138
Total	**$33,279**	**$35,391**	**$3,051**	**$3,083**	**($2,293)**	**($3,345)**	**$69,166**

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.

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4- Annual Installments are calculated using a 5.375% interest rate on the Series 2021 PID Bonds plus the Additional Interest and Administrative Expenses.

Appendix H-1

Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects Assessment Roll by Lot Type

Lot Type	Lot Type 3 (40 Ft)
Assessment	**$26,624**
Equivalent Unit	**0.67**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment[4]
9/30/21	$0	$370	$0	$0	$0	($370)	$0
9/30/22	$0	$1,431	$40	$0	$0	($1,471)	$0
9/30/23	$400	$1,431	$62	$133	$0	($835)	$1,192
9/30/24	$421	$1,409	$63	$131	$0	$0	$2,024
9/30/25	$445	$1,387	$64	$129	$0	$0	$2,025
9/30/26	$473	$1,363	$66	$127	$0	$0	$2,029
9/30/27	$497	$1,338	$67	$124	$0	$0	$2,026
9/30/28	$522	$1,311	$68	$122	$0	$0	$2,023
9/30/29	$550	$1,283	$70	$119	$0	$0	$2,022
9/30/30	$578	$1,253	$71	$117	$0	$0	$2,019
9/30/31	$611	$1,222	$72	$114	$0	$0	$2,019
9/30/32	$643	$1,189	$74	$111	$0	$0	$2,017
9/30/33	$679	$1,155	$75	$107	$0	$0	$2,017
9/30/34	$716	$1,118	$77	$104	$0	$0	$2,015
9/30/35	$752	$1,080	$78	$100	$0	$0	$2,011
9/30/36	$797	$1,039	$80	$97	$0	$0	$2,013
9/30/37	$837	$997	$82	$93	$0	$0	$2,008
9/30/38	$882	$952	$83	$89	$0	$0	$2,005
9/30/39	$926	$904	$85	$84	$0	$0	$1,999
9/30/40	$979	$854	$87	$79	$0	$0	$1,999
9/30/41	$1,031	$802	$88	$75	$0	$0	$1,996
9/30/42	$1,084	$746	$90	$69	$0	$0	$1,990
9/30/43	$1,144	$688	$92	$64	$0	$0	$1,988
9/30/44	$1,205	$627	$94	$58	$0	$0	$1,984
9/30/45	$1,270	$562	$96	$52	$0	$0	$1,979
9/30/46	$1,338	$494	$98	$46	$0	$0	$1,976
9/30/47	$1,411	$422	$100	$39	$0	$0	$1,972
9/30/48	$1,484	$346	$102	$32	$0	$0	$1,963
9/30/49	$1,565	$266	$104	$25	$0	$0	$1,959
9/30/50	$1,650	$182	$106	$17	$0	$0	$1,954
9/30/51	$1,735	$93	$108	$9	($1,834)	$0	$110
Total	**$26,624**	**$28,313**	**$2,440**	**$2,466**	**($1,834)**	**($2,676)**	**$55,333**

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.

2- Principal and interest amounts shown are pro rata estimates based the estimated bond debt service schedule shown in Appendix F for the Series 2021 PID Bonds.

3- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year

4- Annual Installments are calculated using a 5.375% interest rate on the Series 2021 PID Bonds plus the Additional Interest and Administrative Expenses.

APPENDIX H-2
IMPROVEMENT AREA #1 ASSESSMENT ROLL – ADDITIONAL IMPROVEMENT AREA #1 PROJECTS

Appendix H-2
Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects

Parcel	**All Parcels**
Equivalent Units	**824.33**
Assessment	**$7,745,000**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Total Annual Installment[4]
9/30/24	$61,000	$455,019	$60,000	$576,019
9/30/25	$64,000	$451,435	$61,200	$576,635
9/30/26	$67,000	$447,675	$62,424	$577,099
9/30/27	$71,000	$443,739	$63,672	$578,411
9/30/28	$75,000	$439,568	$64,946	$579,513
9/30/29	$78,000	$435,161	$66,245	$579,406
9/30/30	$83,000	$430,579	$67,570	$581,148
9/30/31	$87,000	$425,703	$68,921	$581,624
9/30/32	$129,000	$420,591	$25,000	$574,591
9/30/33	$141,000	$413,013	$25,013	$579,025
9/30/34	$154,000	$404,729	$25,025	$583,754
9/30/35	$168,000	$395,681	$25,038	$588,719
9/30/36	$182,000	$385,811	$25,050	$592,861
9/30/37	$197,000	$375,119	$25,063	$597,181
9/30/38	$213,000	$363,545	$25,075	$601,620
9/30/39	$230,000	$351,031	$25,088	$606,119
9/30/40	$249,000	$337,519	$25,100	$611,619
9/30/41	$268,000	$322,890	$25,113	$616,003
9/30/42	$288,000	$307,145	$25,125	$620,270
9/30/43	$310,000	$290,225	$25,138	$625,363
9/30/44	$333,000	$272,013	$25,150	$630,163
9/30/45	$358,000	$252,449	$25,163	$635,612
9/30/46	$384,000	$231,416	$25,176	$640,592
9/30/47	$411,000	$208,856	$25,188	$645,044
9/30/48	$440,000	$184,710	$25,201	$649,911
9/30/49	$471,000	$158,860	$25,213	$655,073
9/30/50	$504,000	$131,189	$25,226	$660,415
9/30/51	$539,000	$101,579	$25,239	$665,817
9/30/52	$575,000	$69,913	$25,251	$670,164
9/30/53	$615,000	$36,131	$25,264	$676,395
Total	**$7,745,000**	**$9,543,291**	**$1,067,875**	**$18,356,167**

1 – The 9/30/XX dates represent the assessment year end for the Additional Improvement Area #1 Projects Reimbursement Agreement.
2- Represents the principal and interest due under the Additional Improvement Area #1 Projects Reimbursement Agreement. Interest is calculated using an interest rate of 5.875% per annum for years 1 to 5 and 5.875% per annum thereafter.
3- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year for years 2024 through 2031 and a 0.05% increase per year thereafter.

Appendix H-2
Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects Assessment Roll by Lot Type

Lot Type	Lot Type 1 (60 Ft)
Assessment	**$9,395**
Equivalent Unit	**1.00**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Total Annual Installment[4]
9/30/24	$74	$552	$73	$699
9/30/25	$78	$548	$74	$700
9/30/26	$81	$543	$76	$700
9/30/27	$86	$538	$77	$702
9/30/28	$91	$533	$79	$703
9/30/29	$95	$528	$80	$703
9/30/30	$101	$522	$82	$705
9/30/31	$106	$516	$84	$706
9/30/32	$156	$510	$30	$697
9/30/33	$171	$501	$30	$702
9/30/34	$187	$491	$30	$708
9/30/35	$204	$480	$30	$714
9/30/36	$221	$468	$30	$719
9/30/37	$239	$455	$30	$724
9/30/38	$258	$441	$30	$730
9/30/39	$279	$426	$30	$735
9/30/40	$302	$409	$30	$742
9/30/41	$325	$392	$30	$747
9/30/42	$349	$373	$30	$752
9/30/43	$376	$352	$30	$759
9/30/44	$404	$330	$31	$764
9/30/45	$434	$306	$31	$771
9/30/46	$466	$281	$31	$777
9/30/47	$499	$253	$31	$783
9/30/48	$534	$224	$31	$788
9/30/49	$571	$193	$31	$795
9/30/50	$611	$159	$31	$801
9/30/51	$654	$123	$31	$808
9/30/52	$698	$85	$31	$813
9/30/53	$746	$44	$31	$821
Total	**$9,395**	**$11,577**	**$1,295**	**$22,268**

1 – The 9/30/XX dates represent the assessment year end for the Additional Improvement Area #1 Projects Reimbursement Agreement.
2- Represents the principal and interest due under the Additional Improvement Area #1 Projects Reimbursement Agreement. Interest is calculated using an interest rate of 5.875% per annum for years 1 to 5 and 5.875% per annum thereafter.
3- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year for years 2024 through 2031 and a 0.05% increase per year thereafter.

Appendix H-2
Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects Assessment Roll by Lot Type

Lot Type	Lot Type 2 (50 Ft)
Assessment	**$7,830**
Equivalent Unit	**0.83**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Total Annual Installment[4]
9/30/24	$62	$460	$61	$582
9/30/25	$65	$456	$62	$583
9/30/26	$68	$453	$63	$583
9/30/27	$72	$449	$64	$585
9/30/28	$76	$444	$66	$586
9/30/29	$79	$440	$67	$586
9/30/30	$84	$435	$68	$587
9/30/31	$88	$430	$70	$588
9/30/32	$130	$425	$25	$581
9/30/33	$143	$418	$25	$585
9/30/34	$156	$409	$25	$590
9/30/35	$170	$400	$25	$595
9/30/36	$184	$390	$25	$599
9/30/37	$199	$379	$25	$604
9/30/38	$215	$368	$25	$608
9/30/39	$233	$355	$25	$613
9/30/40	$252	$341	$25	$618
9/30/41	$271	$326	$25	$623
9/30/42	$291	$310	$25	$627
9/30/43	$313	$293	$25	$632
9/30/44	$337	$275	$25	$637
9/30/45	$362	$255	$25	$643
9/30/46	$388	$234	$25	$648
9/30/47	$415	$211	$25	$652
9/30/48	$445	$187	$25	$657
9/30/49	$476	$161	$25	$662
9/30/50	$510	$133	$26	$668
9/30/51	$545	$103	$26	$673
9/30/52	$581	$71	$26	$677
9/30/53	$622	$37	$26	$684
Total	**$7,830**	**$9,647**	**$1,080**	**$18,557**

1 – The 9/30/XX dates represent the assessment year end for the Additional Improvement Area #1 Projects Reimbursement Agreement.
2- Represents the principal and interest due under the Additional Improvement Area #1 Projects Reimbursement Agreement. Interest is calculated using an interest rate of 5.875% per annum for years 1 to 5 and 5.875% per annum thereafter.
3- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year for years 2024 through 2031 and a 0.05% increase per year thereafter.

Appendix H-2

Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects Assessment Roll by Lot Type

Lot Type	Lot Type 3 (40 Ft)
Assessment	**$6,264**
Equivalent Unit	**0.67**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Total Annual Installment[4]
9/30/24	$49	$368	$49	$466
9/30/25	$52	$365	$49	$466
9/30/26	$54	$362	$50	$467
9/30/27	$57	$359	$51	$468
9/30/28	$61	$355	$53	$469
9/30/29	$63	$352	$54	$469
9/30/30	$67	$348	$55	$470
9/30/31	$70	$344	$56	$470
9/30/32	$104	$340	$20	$465
9/30/33	$114	$334	$20	$468
9/30/34	$125	$327	$20	$472
9/30/35	$136	$320	$20	$476
9/30/36	$147	$312	$20	$479
9/30/37	$159	$303	$20	$483
9/30/38	$172	$294	$20	$487
9/30/39	$186	$284	$20	$490
9/30/40	$201	$273	$20	$495
9/30/41	$217	$261	$20	$498
9/30/42	$233	$248	$20	$502
9/30/43	$251	$235	$20	$506
9/30/44	$269	$220	$20	$510
9/30/45	$290	$204	$20	$514
9/30/46	$311	$187	$20	$518
9/30/47	$332	$169	$20	$522
9/30/48	$356	$149	$20	$526
9/30/49	$381	$128	$20	$530
9/30/50	$408	$106	$20	$534
9/30/51	$436	$82	$20	$538
9/30/52	$465	$57	$20	$542
9/30/53	$497	$29	$20	$547
Total	**$6,264**	**$7,718**	**$864**	**$14,845**

1 – The 9/30/XX dates represent the assessment year end for the Additional Improvement Area #1 Projects Reimbursement Agreement.

2- Represents the principal and interest due under the Additional Improvement Area #1 Projects Reimbursement Agreement. Interest is calculated using an interest rate of 5.875% per annum for years 1 to 5 and 5.875% per annum thereafter.

3- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year for years 2024 through 2031 and a 0.05% increase per year thereafter.

APPENDIX H-3
COMBINED IMPROVEMENT AREA #1 PROJECTED ANNUAL INSTALLMENT SCHEDULE

Appendix H-3
Combined Improvement Area #1 Projected Annual Installment Schedule

Year [1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	Administrative Expenses[2,3]	Additional Interest Reserve[3]	Debt Service Reserve Fund[3]	Capitalized Interest/ Available Credits[3]	Total Annual Installment
9/30/21	$0	$457,108	$0	$0	$0	$0	$0	($457,108)	$0
9/30/22	$0	$1,769,450	$0	$0	$50,000	$0	$0	($1,819,450)	$0
9/30/23	$495,000	$1,769,450	$0	$0	$76,500	$164,600	$0	($1,032,134)	$1,473,416
9/30/24	$520,000	$1,742,844	$61,000	$455,019	$138,030	$162,125	$0	$0	$3,079,018
9/30/25	$550,000	$1,714,894	$64,000	$451,435	$140,791	$159,525	$0	$0	$3,080,644
9/30/26	$585,000	$1,685,331	$67,000	$447,675	$143,606	$156,775	$0	$0	$3,085,388
9/30/27	$615,000	$1,653,888	$71,000	$443,739	$146,479	$153,850	$0	$0	$3,083,955
9/30/28	$645,000	$1,620,831	$75,000	$439,568	$149,408	$150,775	$0	$0	$3,080,582
9/30/29	$680,000	$1,586,163	$78,000	$435,161	$152,396	$147,550	$0	$0	$3,079,270
9/30/30	$715,000	$1,549,613	$83,000	$430,579	$155,444	$144,150	$0	$0	$3,077,785
9/30/31	$755,000	$1,511,181	$87,000	$425,703	$158,553	$140,575	$0	$0	$3,078,012
9/30/32	$795,000	$1,470,600	$129,000	$420,591	$116,425	$136,800	$0	$0	$3,068,416
9/30/33	$840,000	$1,427,869	$141,000	$413,013	$118,266	$132,825	$0	$0	$3,072,972
9/30/34	$885,000	$1,382,719	$154,000	$404,729	$120,143	$128,625	$0	$0	$3,075,216
9/30/35	$930,000	$1,335,150	$168,000	$395,681	$122,058	$124,200	$0	$0	$3,075,089
9/30/36	$985,000	$1,285,163	$182,000	$385,811	$124,011	$119,550	$0	$0	$3,081,535
9/30/37	$1,035,000	$1,232,219	$197,000	$375,119	$126,003	$114,625	$0	$0	$3,079,965
9/30/38	$1,090,000	$1,176,588	$213,000	$363,545	$128,034	$109,450	$0	$0	$3,080,617
9/30/39	$1,145,000	$1,118,000	$230,000	$351,031	$130,106	$104,000	$0	$0	$3,078,137
9/30/40	$1,210,000	$1,056,456	$249,000	$337,519	$132,219	$98,275	$0	$0	$3,083,469
9/30/41	$1,275,000	$991,419	$268,000	$322,890	$134,374	$92,225	$0	$0	$3,083,907
9/30/42	$1,340,000	$922,888	$288,000	$307,145	$136,571	$85,850	$0	$0	$3,080,454
9/30/43	$1,415,000	$850,863	$310,000	$290,225	$138,813	$79,150	$0	$0	$3,084,050
9/30/44	$1,490,000	$774,806	$333,000	$272,013	$141,099	$72,075	$0	$0	$3,082,993
9/30/45	$1,570,000	$694,719	$358,000	$252,449	$143,430	$64,625	$0	$0	$3,083,223
9/30/46	$1,655,000	$610,331	$384,000	$231,416	$145,808	$56,775	$0	$0	$3,083,331
9/30/47	$1,745,000	$521,375	$411,000	$208,856	$148,234	$48,500	$0	$0	$3,082,965
9/30/48	$1,835,000	$427,581	$440,000	$184,710	$150,707	$39,775	$0	$0	$3,077,773
9/30/49	$1,935,000	$328,950	$471,000	$158,860	$153,230	$30,600	$0	$0	$3,077,640
9/30/50	$2,040,000	$224,944	$504,000	$131,189	$155,803	$20,925	$0	$0	$3,076,860
9/30/51	$2,145,000	$115,294	$539,000	$101,579	$158,427	$10,725	($2,268,179)	$0	$801,845
9/30/52	$0	$0	$575,000	$69,913	$25,251	$0	$0	$0	$670,164
9/30/53	$0	$0	$615,000	$36,131	$25,264	$0	$0	$0	$676,395
Total	**$32,920,000**	**$35,008,683**	**$7,745,000**	**$9,543,291**	**$4,085,481**	**$3,049,500**	**($2,268,179)**	**($3,308,692)**	**$86,775,084**

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds and/or reimbursement agreement.

2 – See Appendix H-1.

3 – See Appendix H-2.

Date:	07/18/2023
Agenda Item #:	6. F.
Department:	Economic Development Corporation
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Present, Discuss, and Consider Action on **Resolution No. 0718202301 Authorizing the Mayor to Approve the Additional Improvement Area #1 Projects Reimbursement Agreement between the Town of Little Elm and MM Little Elm 548, LLC.**

DESCRIPTION:

The Town is entering into an agreement with the Developer of the Spiritas Ranch Public Improvement District to reimburse it for a portion of the costs incurred in connection with the Additional Improvement Area #1 Projects being constructed for the benefit of property within Improvement Area #1 of that PID. The obligation due under the reimbursement agreement will be paid solely from assessments collected from the property within Improvement Area #1, including the assessments levied in a preceding agenda item at tonight's meeting.

After satisfaction of the portion of the debt service requirements of a series of bonds issued in 2021, and any other amounts due under the terms of the indenture prepared in connection with those bonds, these revenues will be deposited by the Town into a separate, segregated fund.

Pursuant and subject to the terms of the Reimbursement Agreement, the Town will agree to pay the developer a principal amount not to exceed $7,745,000, plus interest. The amount due to the developer following the Town's receipt and acceptance of a request for a reimbursement and proof related to the costs incurred by the developer, will accrue interest at a rate of 5.875% per annum.

The Term of this Reimbursement Agreement is thirty (30) years, (maturing September 30, 2053) or until the Unpaid Balance is paid in full, whichever occurs first.

BUDGET IMPACT:

The obligations due under the terms of the Reimbursement Agreement are due solely from the Improvement Area #1 Assessment Revenue deposited into the Improvement Area #1 Assessment Fund and no other Town funds, revenues, taxes or income of any kind shall be used to be pay the amount due to the developer, even if that amount has not been paid in full by the maturity date and the reimbursement agreement shall not under any circumstance give rise to or create a charge against the general credit or taxing power of the Town or a debt or obligation of the Town payable

from any source other than the Improvement Area #1 Assessment Revenues received, collected, and deposited in accordance with the terms of the reimbursement agreement.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Reimbursement Agreement for Spiritas Additional Improvmentes

ADDITIONAL IMPROVEMENT AREA #1 PROJECTS
REIMBURSEMENT AGREEMENT

This Additional Improvement Area #1 Projects Reimbursement Agreement (this "Reimbursement Agreement") is executed by and between the Town of Little Elm, Texas (the "Town") and MM Little Elm 548, LLC, a Texas limited liability company (the "Developer") (individually referred to as a "Party" and collectively as the "Parties") to be effective July 18, 2023 (the "Effective Date").

RECITALS

WHEREAS, capitalized terms used in this Reimbursement Agreement shall have the meanings given to them in this Reimbursement Agreement or in the *Spiritas Ranch Public Improvement District Service and Assessment Plan*, dated July 18, 2023, as the same may be further amended, supplemented, and updated from time to time (the "SAP") approved by Ordinance No. 1712 passed and approved by the Town Council on July 18, 2023; and

WHEREAS, on February 2, 2021 the Town Council passed and approved Resolution No. 0202202101 authorizing the creation of the Spiritas Ranch Public Improvement District (the "District") covering approximately 544.132 acres of land described by metes and bounds in said Resolution (the "District Property"); and

WHEREAS, the purpose of the District is to finance public improvements (the "Authorized Improvements") as provided by Chapter 372, Texas Local Government Code, as amended (the "PID Act") that promote the interests of the Town and confer a special benefit on the Assessed Property within the District; and

WHEREAS, the District Property is being developed in phases, and special assessments for each phase have been or will be levied against the Assessed Property within such phase to pay the costs of Authorized Improvements that confer a special benefit on the Assessed Property within such phase; and

WHEREAS, Additional Improvement Area #1 Projects (as defined in the SAP) are to be constructed within and/or for the benefit of Improvement Area #1 of the District Property, as described and depicted in the SAP; and

WHEREAS, on June 20, 2023 the Town Council passed and approved Resolution No. 0620202302 determining, among other things, the estimated costs of the Additional Improvement Area #1 Projects; and

WHEREAS, on July 18, 2023, the Town Council passed and approved Ordinance No. 1712 (the "Assessment Ordinance") which, among other things, approved the SAP (including the Additional Improvement Area #1 Projects Assessment Roll), levied assessments, and established the dates upon which interest on assessments will begin to accrue and collection of assessments will begin; and

WHEREAS, in addition to approving the SAP, the Assessment Ordinance levied assessments against property within Improvement Area #1 (the "Improvement Area #1 Assessed Property") for the Additional Improvement Area #1 Projects in accordance with the Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects attached as Appendix H-2 to the SAP; and

WHEREAS, the SAP established $8,942,633 as the cost of the Additional Improvement Area #1 Projects, a portion of which is to be assessed against Improvement Area #1 of the District Property (the "Additional Improvement Area #1 Projects Costs"); and

WHEREAS, the SAP allocated the Additional Improvement Area #1 Projects Costs to Improvement Area #1 of the District Property, and the SAP contemplated the allocation of the Additional Improvement Area #1 Projects Costs among the single-family residential lots to be created from the subdivision of the District Property located within Improvement Area #1; and

WHEREAS, assessments against lots within Improvement Area #1 of the District ("Improvement Area #1 Assessments") are reflected on the (i) Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects, and (ii) Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects as approved by the Town Council; and

WHEREAS, the SAP and the Assessment Ordinance provide, in part, that an assessment or assessments may be paid in full, and if an assessment is not paid in full, it shall be due and payable in Annual Installments plus interest for a period of 30 years or until the assessment is paid in full; and

WHEREAS, after satisfaction of the portion of the debt service requirements of the Series 2021 PID Bonds (as defined in the SAP) allocable to Improvement Area #1 and all other amounts required to be deposited pursuant to Section 6.3(a)(i)-(iv) of the Trust Indenture (as defined in the SAP) for the Series 2021 PID Bonds (the "2021 Indenture"), the Improvement Area #1 Assessment Revenue received and collected by the Town from the collection of the Improvement Area #1 Assessments, or the Annual Installments thereof (excluding Delinquent Collection Costs, and Annual Collection Costs) (the "Improvement Area #1 Assessment Revenue") shall be deposited as required by the PID Act and into an assessment fund that is segregated from all other funds of the Town (the "Improvement Area #1 Assessment Fund"); and

WHEREAS, the Improvement Area #1 Assessment Revenue deposited into the Improvement Area #1 Assessment Fund shall be used to reimburse Developer and its assigns, pursuant to a completed Reimbursement Payment Request (defined herein), for the Additional Improvement Area #1 Projects Costs, advanced by the Developer in an amount not to exceed $7,745,000.00, plus interest; and

WHEREAS, the Parties agree that this Reimbursement Agreement supersedes and replaces any prior agreements (whether written or oral) including any amendments to those prior agreements between the Parties regarding the subject matter hereof; and

WHEREAS, the obligations of the Town to use the Improvement Area #1 Assessments hereunder is authorized by the PID Act;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS OF THE PARTIES SET FORTH IN THIS REIMBURSEMENT AGREEMENT AND FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. The recitals in the "WHEREAS" clauses of this Reimbursement Agreement are true and correct, create obligations of the Parties, and are incorporated as part of this Reimbursement Agreement for all purposes.

2. Strictly subject to the terms, conditions, and requirements and solely from the Improvement Area #1 Assessment Revenues as herein provided, the Town agrees to pay the Developer and its assigns, and the Developer and its assigns shall be entitled to receive from the Town, the amount equal to the actual costs of the Additional Improvement Area #1 Projects paid by the Developer for the Additional Improvement Area #1 Projects that were within budgeted costs, or authorized overrun costs, that were paid by the Developer plus interest on the unpaid balance in accordance with the terms of this Reimbursement Agreement until September 30, 2053 (the "Maturity Date"), and which shall be reimbursed to the Developer and its assigns in a principal amount not to exceed $7,745,000.00 (the "Reimbursement Amount"), plus interest accrued, as hereinafter provided. The Town hereby covenants to create, concurrently with the execution of this Reimbursement Agreement, a separate fund to be designated the "Improvement Area #1 Assessment Fund." The Reimbursement Amount is payable from monies to be deposited in the Improvement Area #1 Assessment Fund, as described below:

    a. The Reimbursement Amount is payable solely from the Improvement Area #1 Assessment Revenue received and collected by or on behalf of the Town and deposited into the Improvement Area #1 Assessment Fund. The Improvement Area #1 Assessment Revenue shall be received, collected and deposited into the Improvement Area #1 Assessment Fund subject to the following limitations:

        i. Calculation of the Improvement Area #1 Assessments and the first Annual Installment for a Lot or Parcel shall begin as provided for in the SAP and the Assessment Ordinance.

        ii. The Improvement Area #1 Assessments collected pursuant to the Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects (the "Improvement Area #1 Additional Assessments") shall accrue interest at the rates set forth in this Section 2. Interest shall continue on the unpaid principal amount of the Improvement Area #1 Additional Assessments for a Lot for the earlier of 30 years or until the Improvement Area #1 Additional Assessments for such Lot are paid in full.

iii. The Developer and its assigns shall be reimbursed in a combined aggregate amount not to exceed $7,745,000.00 plus interest from the Improvement Area #1 Assessment Fund.

iv. The unpaid Reimbursement Amount shall bear simple interest per annum at the rate of (x) 5.875% for years one through five, and (y) 5.875% for years six through 31. The interest rate has been approved by the Town Council and is authorized by the PID Act and was determined based upon *The Bond Buyer*, a daily publication that publishes this interest rate index, which the highest average index rate for tax-exempt bonds reported in the previous month was 3.950%. The interest rate of 5.875% and 5.875% contained herein comply with Subsections 372.023(e)(1) and (e)(2) of the PID Act.

3. The amount of the Reimbursement Amount that has not been paid, plus the interest accrued as described in Section 2(a)(iv) above, are collectively, the "Unpaid Balance." The Unpaid Balance is secured by and payable solely from the Improvement Area #1 Assessment Revenue received and collected by the Town and deposited into the Improvement Area #1 Assessment Fund. No other Town funds, revenue, taxes, or income of any kind shall be used to pay the Unpaid Balance, even if the Unpaid Balance is not paid in full by the Maturity Date. This Reimbursement Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the Town or a debt or other obligation of the Town payable from any source other than Improvement Area #1 Assessment Revenue received, collected and deposited into the Improvement Area #1 Assessment Fund. The Developer further agrees to look solely to the Improvement Area #1 Assessment Revenue, and not the Town's general fund or any other revenues (including the revenues collected from Improvement Area #1 Assessments which are pledged to secure the Series 2021 PID Bonds), taxes, income, property, or other funds of the Town for reimbursement of the Unpaid Balance. The Town covenants that it will comply with the provisions of this Reimbursement Agreement and the PID Act, including provisions relating to the administration of the District and the enforcement and collection of taxes and assessments, and all other covenants provided therein. Notwithstanding its collection efforts, if the Town fails to receive all or any part of the Improvement Area #1 Assessment Revenue and, as a result, is unable to make transfers from the Improvement Area #1 Assessment Revenue Fund for payments to the Developer as required under this Reimbursement Agreement, such failure and inability shall not constitute a Failure or Default by the Town under this Reimbursement Agreement.

4. The Town shall authorize reimbursement for the Additional Improvement Area #1 Projects from the Improvement Area #1 Assessment Fund pursuant to a completed reimbursement form (the "Reimbursement Payment Request"), as set forth in **Exhibit A** attached hereto, executed by a representative of the Developer and provided no more frequently than once per month to the Town and Town Engineer at the following address: 100 W. Eldorado Parkway, Little Elm, Texas 75068. Within thirty (30) days of receipt of any Reimbursement Payment Request, the Town Engineer shall either (i) approve and execute the Reimbursement Payment Request, and upon such approval the Town shall tender payment from those funds available in the Improvement Area #1 Assessment Fund, or (ii)

in the event the Town Engineer disapproves the Reimbursement Payment Request, give written notification to the Developer of the Town's disapproval, in whole or in part, of such Reimbursement Payment Request, specifying the reasons for such disapproval and the additional requirements to be satisfied for approval of such Reimbursement Payment Request. If a Reimbursement Payment Request seeking reimbursement is approved only in part, the Town Engineer shall specify the extent to which the Reimbursement Payment Request is approved and shall deliver payment for such partially approved Reimbursement Payment Request.

5. The Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with written notice to) the Town, the Developer's right, title, or interest under this Reimbursement Agreement including, but not limited to, any right, title, or interest of the Developer in and to payment of the Unpaid Balance (any of the foregoing, a "Transfer," and the person or entity to whom the Transfer is made, a "Transferee"). Notwithstanding the foregoing, however, no Transfer shall be effective until five days after notice of the Transfer is received by the Town, including for each Transferee the information required by Section 9 below. The Town may rely on any notice of a Transfer received from the Developer without obligation to investigate or confirm the validity or occurrence of such Transfer. No conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made by the Developer or any successor or assignee of the Developer that results in the City being an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission without the express written consent of the Town. The Developer waives all rights or claims against the Town for any such funds provided to a third party as a result of a Transfer for which the Town has received notice.

6. The obligations of the Town under this Reimbursement Agreement are non-recourse and payable only from the Improvement Area #1 Assessment Fund and such obligations do not create a debt or other obligation payable from any other Town revenues, taxes, income, or property. None of the Town or any of its elected or appointed officials or any of its officers or employees shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omissions under this Reimbursement Agreement.

7. If the Developer is in compliance with the Development Agreement, (as defined in the SAP, as amended) and following the Town's inspection and approval of the Additional Improvement Area #1 Projects, there will be no conditions or defenses to the obligation of the Town to use funds in the Improvement Area #1 Assessment Fund to pay the Unpaid Balance.

8. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the Town of any remedy the Town may otherwise have outside this Reimbursement Agreement against the Developer, any Transferee, or any other person or entity involved in the design, construction or installation of the Additional Improvement Area #1 Projects. The obligations of Developer hereunder shall be those as a Party hereto and not solely as an owner of property in the District. Nothing herein shall be constructed, nor is intended, to

affect the Town's or Developer's rights and duties to perform their respective obligations under other agreements, regulations and ordinances.

9. This Reimbursement Agreement is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Reimbursement Agreement. In the event of a dispute involving this Reimbursement Agreement, venue for such dispute shall lie in any court of competent jurisdiction in Denton County, Texas.

10. Any notice required or contemplated by this Reimbursement Agreement shall be signed by or on behalf of the Party giving the Notice, and shall be deemed effective as follows: (i) when delivered by a national company such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person was the named addressee; or (ii) 72 hours after the notice was deposited with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section. All Notices given pursuant to this Section shall be addressed as follows:

To the Town:	Attn: Town Manager Town of Little Elm, Texas 100 W. Eldorado Parkway Little Elm, Texas 75068
With a copy to:	Attn: Robert Brown Brown & Hofmeister, LLP 740 E. Campbell Rd., Ste. 800 Richardson, Texas 75081
To the Developer:	Attn: Mehrdad Moayedi MM Little Elm 548, LLC 1800 Valley View Lane, Suite 300 Farmers Branch, Texas 75234
And to:	Attn: Travis Boghetich Boghetich Law, PLLC 1800 Valley View Lane, Suite 360 Farmers Branch, Texas 75234

11. Failure; Default; Remedies:

a. If either Party fails to perform an obligation imposed on such Party by this Reimbursement Agreement (a "Failure") and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a "Default." Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party and all

Transferees of the non-performing Party in writing specifying in reasonable detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least 30 days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within 30 days and the non-performing Party has diligently pursued a cure within such 30-day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional 30 day period so long as the non-performing Party is diligently pursuing a cure. Any Transferee shall have the same rights as the Developer to enforce the obligations of the Town under this Reimbursement Agreement and shall also have the right, but not the obligation, to cure any alleged Failure by the Developer within the same time periods that are provided to the Developer. The election by a Transferee to cure a Failure by the Developer shall constitute a cure by the Developer but shall not obligate the Transferee to be bound by this Reimbursement Agreement with respect to Developer obligations under this Reimbursement Agreement unless the Transferee agrees to be bound.

b. If the Developer is in Default, the Town shall have available all remedies at law or in equity, provided that no Default by the Developer shall: (1) affect the obligations of the Town to use the amounts transferred to the Improvement Area #1 Assessment Fund as provided in Sections 2 and 3 of this Reimbursement Agreement; or (2) entitle the Town to terminate this Reimbursement Agreement.

c. If the Town is in Default, the Developer's sole and exclusive remedies shall be to: (1) seek a writ of mandamus to compel performance by the Town; or (2) seek specific enforcement of this Reimbursement Agreement.

12. The failure by a Party to insist upon the strict performance of any provision of this Reimbursement Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Reimbursement Agreement.

13. The Town does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Developer to enforce its remedies under this Reimbursement Agreement.

14. Nothing in this Reimbursement Agreement, express or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the Town and the Developer and its assigns any rights, remedies, or claims under or by reason of this Reimbursement Agreement, and all covenants, conditions, promises, and agreements in this Reimbursement Agreement shall be for the sole and exclusive benefit of the Town and the Developer.

15. The Parties acknowledge that each has been actively involved in negotiating this Reimbursement Agreement. Accordingly, the rule of construction that any ambiguities are

to be resolved against the drafting Party will not apply to interpreting this Reimbursement Agreement. In the event of any dispute over the meaning or application of any provision of this Reimbursement Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

16. In this Reimbursement Agreement, time is of the essence and compliance with the times for performance herein is required.

17. The Town represents and warrants that this Reimbursement Agreement has been approved by official action by the Town Council of the Town in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Reimbursement Agreement on behalf of the Town has been duly authorized to do so. The Developer represents and warrants that this Reimbursement Agreement has been approved by appropriate action of the Developer, and that the individual executing this Reimbursement Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Reimbursement Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

18. This Reimbursement Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Reimbursement Agreement; provided, however, in the event of a conflict between any of the terms of this Reimbursement Agreement and the 2021 Indenture, the terms of the 2021 Indenture shall control. This Reimbursement Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Reimbursement Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Reimbursement Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Reimbursement Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

19. This Reimbursement Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

20. The Parties agree that at any time after execution of this Reimbursement Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Reimbursement Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the Town Council seated at the time that this Reimbursement Agreement is executed or any future Town Council.

21. The term of this Reimbursement Agreement is thirty (30) years, or until the Unpaid Balance is paid in full, whichever occurs first.

22. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Reimbursement Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Reimbursement Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

23. No Boycott Israel. To the extent this Reimbursement Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Reimbursement Agreement. The foregoing verification is made solely to enable the Town to comply with such Section and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

24. Not a Listed Company. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to enable the Town to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. As used in this Section, the Developer understands 'affiliate' to mean an

entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

25. Verification Regarding Energy Company Boycotts. To the extent this Reimbursement Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Reimbursement Agreement. The foregoing verification is made solely to enable the Town to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. As used in this Section, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

26. Verification Regarding Discrimination Against Firearm Entity or Trade Association. To the extent this Reimbursement Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Reimbursement Agreement. The foregoing verification is made solely to enable the Town to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification and the following definitions:

    (i) 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association,

    (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or

firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

(iii) 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and

(iv) 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

As used in this Section, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

27. Form 1295. Submitted herewith is a completed Form 1295 in connection with the Developer's participation in the execution of this Reimbursement Agreement generated by

the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The Town hereby confirms receipt of the Form 1295 from the Developer, and the Town agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Developer and the Town understand and agree that, with the exception of information identifying the Town and the contract identification number, neither the Town nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the Town nor its consultants have verified such information.

[SIGNATURE PAGES TO FOLLOW]

Executed by Developer and Town to be effective on the Effective Date.

TOWN OF LITTLE ELM

By: _____
Name: Curtis J. Cornelious
Title: Mayor

ATTEST:

By: _____
Name: Caitlan Biggs
Title: Town Secretary

APPROVED AS TO FORM:

_____
Attn: Robert Brown, Town Attorney

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the ___ day of _____ 2023 by _____, Mayor of the Town of Little Elm, Texas on behalf of the Town.

_____
Notary Public, State of Texas

[Town of Little Elm Signature Page for Additional Improvement Area #1 Projects Reimbursement Agreement]

DEVELOPER:

MM LITTLE ELM 548, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayedi
Its: Manager

STATE OF TEXAS §
§
COUNTY OF Dallas §

This instrument was acknowledged before me on the 13 day of July, 2023 by Mehrdad Moayedi, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM Little Elm 43, LLC, a Texas limited liability company on behalf of said company.

CAITLIN PAIGE SIMMONS
Notary ID #131158423
My Commission Expires
June 11, 2025

_____
Notary Public, State of Texas

[Developer Signature Page for Additional Improvement Area #1 Projects Reimbursement Agreement]

EXHIBIT A
REIMBURSEMENT PAYMENT REQUEST

REIMBURSEMENT REQUEST NO. ____

Reference is made to that certain Reimbursement Agreement by and between the Town and MM Little Elm 548, LLC, a Texas limited liability company (the "Developer") dated as of _____, 2023 (the "Reimbursement Agreement"). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Reimbursement Agreement.

The undersigned is an agent for the Developer and requests reimbursement to the Developer (or to the person designated in writing by the Developer) from the Improvement Area #1 Assessment Fund as identified in the Reimbursement Agreement for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of the Additional Improvement Area #1 Projects providing a special benefit to property within the Spiritas Ranch Public Improvement District (the "Additional Improvement Area #1 Projects Costs") and accrued interest thereon.

In connection with the above referenced payment, the Developer represents and warrants to the Town as follows:

1. The Additional Improvement Area #1 Projects Costs set forth in this Reimbursement Payment Request relate to Additional Improvement Area #1 Projects Costs that have previously been paid by Developer and such request is in accordance with the provisions of the Reimbursement Agreement, including limitations regarding the maximum amount due to be reimbursed to the Developer contained therein.

2. The amount to requested to be paid pursuant to of the Reimbursement Payment Request is $_____ (consisting of $_____ in Additional Improvement Area #1 Projects Costs and $_____ in accrued interest).

Payments requested hereunder shall be made as directed below:

a. X amount to Person or Account Y for Z goods or services.
b. Payment instructions

Attached hereto are receipts, purchase orders, change orders, and similar instruments which support and validate the able requested payments.

I hereby declare that the above representations and warranties are true and correct.

MM LITTLE ELM 548, LLC

By: _____
Name: _____
Title: _____
Date: _____

APPROVAL OF REQUEST

The Town is in receipt of the attached Reimbursement Payment Request, acknowledges the Reimbursement Payment Request, and finds the Reimbursement Payment Request to be in order. After reviewing the Reimbursement Payment Request, the Town approves the Reimbursement Payment Request to the extent set forth below and authorizes payment in such amounts and from the accounts listed below, to the Developer or other person designated by the Developer in writing.

Principal Amount to be paid from the Improvement Area #1 Assessment Fund	Interest to be paid from the Improvement Area #1 Assessment Fund	Total Amount to be paid from the Improvement Area #1 Assessment Fund
$_____	$_____	$_____

TOWN OF LITTLE ELM, TEXAS

By: _____
Name: _____
Title: _____

Date: _____

Date:	07/18/2023
Agenda Item #:	6. G.
Department:	Economic Development Corporation
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Present, Discuss, and Consider Action to Approve the **Second Amendment to the Spiritas Ranch Development Agreement between MM Little Elm 548, LLC and the Town of Little Elm, Texas.**

DESCRIPTION:

On **February 2, 2021**, the Town and Developer entered into the original Spiritas Ranch Development Agreement **("Original Agreement")** relating to the development of approximately 544.132 acres of land within the Town of Little Elm, Denton County, Texas.

On April 5, 2022, the Parties amended the Original Agreement by approving the First Amendment to Spiritas Ranch Development Agreement **("First Amendment"),** which created the Capital Recovery Fee along with other changes more particularly described therein.

Now, Parties wish to enter into this **Second Amendment to increase the Capital Recovery Fee**, modify the obligations of the Parties related thereto and obligate Developer to construct or cause the construction of certain improvements more particularly described in the Original Agreement, as amended by the First Amendment.

BUDGET IMPACT:

Amendment to the Agreement. Section 10.1 of the Agreement is hereby amended and restated to read as follows:

"10.1 Fees. The Town shall impose a capital recovery fee **(the "Capital Recovery Fee") of $3,750.00 per residential lot.** The Capital Recovery Fee for each residential lot shall be collected from the applicant when the applicant submits for a building permit application for the lot, and the **collected Capital Recovery Fee shall be paid to the Town**.

In addition, as consideration for the Town constructing or causing the construction of the Fire Station EMS Center:

(a) the Developer shall pay to the Town the sum of One Million and No/100 Dollars ($1,000,000.00) on or before November 1, 2023, and

(b) the Developer shall construct, or cause the construction of, at Developer's sole cost and expense, specific improvements related to the construction of the Fire Station EMS Center (the "Developer Fire Station Improvements") which include:

(i) Masonry Screen Wall 8" t-832 LF (Exterior Improvements)
(ii) Masonry Screen Wall 8"t at Transformer/Generator- 83 LF (Exterior Improvements)
(iii) Site Retaining Walls I' - 3' T-200 LF (Site Improvements)
(iv) Lime Stabilized Subgrade-Median Break (Exterior Improvements)
(v) Hydrated Lime-Median Break (Exterior Improvements)
(vi) Heavy Duty Concrete Paving-Median Break (Exterior Improvements)
(vii) Modify Median Landscaping and Irrigation Due to Crossover (Planting)
(viii) Landscaping (Planting)

All other fees for the Development shall be set as they are at the time of the Effective Date of the Original Agreement.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Second Amendment to Spiritas Ranch Development Agreement

SECOND AMENDMENT TO SPIRITAS RANCH DEVELOPMENT AGREEMENT

This Second Amendment ("Second Amendment") to Spiritas Ranch Development Agreement, as amended, is made by and between MM Little Elm 548, LLC ("Owner" or "Developer") and the Town of Little Elm, Texas (the "Town"), to be effective July 18, 2023, (Owner and the Town are collectively referred to as the "Parties"). Capitalized terms not defined herein shall have the respective meanings given to them in the Agreement (hereinafter defined).

RECITALS

WHEREAS, on or about February 2, 2021, the Town and Developer entered into the original Spiritas Ranch Development Agreement ("Original Agreement") relating to the development of approximately 544.132 acres of land within the Town of Little Elm, Denton County, Texas; and

WHEREAS, on or about April 5, 2022, the Parties amended the Original Agreement by approving the First Amendment to Spiritas Ranch Development Agreement ("First Amendment"), which created the Capital Recovery Fee along with other changes more particularly described therein; and

WHEREAS, the Parties now wish to enter into this Second Amendment to increase the Capital Recovery Fee, modify the obligations of the Parties related thereto and obligate Developer to construct or cause the construction of certain improvements more particularly described in the Original Agreement, as amended by the First Amendment (the Original Agreement and the First Amendment are collectively referred to as the "Agreement").

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in the Agreement and this Second Amendment, and for good and valuable consideration the receipt and adequacy of which are acknowledged and agreed, the Parties agree as follows:

1. **Amendment to the Agreement**. Section 10.1 of the Agreement is hereby amended and restated to read as follows:

> "10.1 Fees. The Town shall waive and not collect any park fees and roadway impact fees. The Town shall impose a capital recovery fee (the "Capital Recovery Fee") of $3,750.00 per residential lot. The Capital Recovery Fee for each residential lot shall be collected from the applicant when the applicant submits a building permit application for the lot, and the collected Capital Recovery Fee shall be paid to the Town. In addition, as consideration for the Town constructing or causing the construction of the Fire Station EMS Center: (a) the Developer shall pay to the Town the sum of One Million and No/100 Dollars ($1,000,000.00) on or before November 1, 2023, and (b) the Developer shall construct, or cause the construction of, at Developer's sole cost and expense, those specifics improvements related to the construction of the Fire Station EMS Center (the "Developer Fire Station Improvements") more particularly described in Exhibit "A" attached to this Second Amendment and incorporated herein by this reference for all purposes. All other

fees for the Development shall be set as they are at the time of the Effective Date of the Original Agreement."

2. **Miscellaneous Provisions**. The following miscellaneous provisions are a part of this Second Amendment:

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

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

(c) Binding Obligations. This Second Amendment shall become a binding obligation on the signatories upon the execution by all signatories hereto. Town warrants and represents that the individual executing this Second Amendment on behalf of the Town has full authority to execute this Second Amendment and bind the Town to same. Developer warrants and represents that the individual executing this Second Amendment on Developer's behalf has full authority to execute this Second Amendment and bind it to same.

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

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

(f) Effective Date. The effective date (the "Effective Date") of this Second Amendment shall be the date of the latter to execute this Second Amendment by the Town and Developer.

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

(h) Severability. The provisions of this Second Amendment are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Second Amendment is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of

this Second Amendment shall be enforced as if the invalid provision had never been included.

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

(j) No Boycott Israel. To the extent this Second Amendment constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Second Amendment. The foregoing verification is made solely to enable the Town to comply with such Section and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

(k) Not a Listed Company. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to enable the Town to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. As used in this Section, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

(l) Verification Regarding Energy Company Boycotts. To the extent this Second Amendment constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if

any, do not boycott energy companies and will not boycott energy companies during the term of this Second Amendment. The foregoing verification is made solely to enable the Town to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. As used in this Section, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

(m) Verification Regarding Discrimination Against Firearm Entity or Trade Association. To the extent this Second Amendment constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Second Amendment. The foregoing verification is made solely to enable the Town to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification and the following definitions:

(i) 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

(ii) 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and

(iii) 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

As used in this Section, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

9. Form 1295. Submitted herewith is a completed Form 1295 in connection with the Developer's participation in the execution of this Second Amendment generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The Town hereby confirms receipt of the Form 1295 from the Developer, and the Town agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Developer and the Town understand and agree that, with the exception of information identifying the Town and the contract identification number, neither the Town nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the Town nor its consultants have verified such information.

[SIGNATURE AND ACKNOWLEDGMENT PAGES TO FOLLOW]

Executed by Owner and Town to be effective on July 18, 2023

ATTEST:

Name: Caitlan Biggs
Title: Town Secretary
Date: July 18, 2023

TOWN OF LITTLE ELM

By: _____
Name: Curtis J. Cornelious
Title: Mayor
Date: July 18, 2023

APPROVED AS TO FORM

Name: Robert F. Brown
Title: Town Attorney

TOWN OF LITTLE ELM, TEXAS

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the 18 day of July 2023 by Curtis J. Cornelious, Mayor of the Town of Little Elm, Texas on behalf of the Town.

NOTARY PUBLIC STATE OF TEXAS
MARY JENNETTE ESPINOSA
Notary ID #129895531
My Commission Expires
October 18, 2026

Mary Jennette Espinosa
Notary Public, State of Texas

DEVELOPER:

MM Little Elm 548, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayedi
Its: Manager

Date: July 11, 2023

STATE OF TEXAS §
§
COUNTY OF Dallas §

This instrument was acknowledged before me on the 11th day of July, 2023 by Mehrdad Moayedi, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM Little Elm 548, LLC, a Texas limited liability company on behalf of said company.

JESSICA LEIGH KING
Notary ID #129806619
My Commission Expires
June 29, 2026

_____
Notary Public, State of Texas

EXHIBIT A
Developer Fire Station Improvements

The Developer Fire Station Improvements shall solely consist of the following improvements listed below as items (i)-(viii), which are also identified in Division 32 – Exterior Improvements of the certain Town of Little Elm Public Safety Annex Little Elm, Texas Feasibility Study Submittal Opinion of Probable Construction Cost dated February 23, 2023:

(i) Masonry Screen Wall 8'' t – 832 LF (Exterior Improvements)
(ii) Masonry Screen Wall 8''t at Transformer/Generator – 83 LF (Exterior Improvements)
(iii) Site Retaining Walls 1' - 3' T – 200 LF (Site Improvements)
(iv) Lime Stabilized Subgrade – Median Break (Exterior Improvements)
(v) Hydrated Lime – Median Break (Exterior Improvements)
(vi) Heavy Duty Concrete Paving – Median Break (Exterior Improvements)
(vii) Modify Median Landscaping and Irrigation Due to Crossover (Planting)
(viii) Landscaping (Planting)

Date:	07/18/2023
Agenda Item #:	6. H.
Department:	Economic Development Corporation
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Present, Discuss, and Consider Action to Approve the **Second Amendment to the Spiritas East Ranch Development Agreement between MM Little Elm 43, LLC and the Town of Little Elm.**

DESCRIPTION:

On **November 16, 2021**, the Town and Centurion American Acquisitions, LLC, a Texas limited liability company ("Centurion Acquisitions") entered into the original Spiritas East Development Agreement ("Original Agreement") relating to the development of approximately 43. 823 acres of land within the Town of Little Elm, Denton County, Texas

Pursuant to that certain Assignment of Spiritas East Development Agreement, effective as of **December 3, 2021,** Centurion Acquisitions assigned its rights, covenants, and obligations under the Original Agreement and Developer accepted such rights, covenants, and obligations that were assigned to Developer.

On **April 5, 2022**, the Parties amended the Original Agreement by approving the First Amendment to Spiritas Ranch Development Agreement ("First Amendment"), which created the Capital Recovery Fee along with other changes more particularly described therein.

Now, parties wish to enter into this Second Amendment to increase the Capital Recovery Fee (the Original Agreement and the First Amendment are collectively referred to as the "Agreement").

BUDGET IMPACT:

Amendment to the Agreement. Section 8. 1 of the Agreement is hereby amended and restated to read as follows:

"8. 1 Fees. The Town shall impose a capital recovery fee (the "Capital Recovery Fee") of $3, 750. 00 per residential lot. The Capital Recovery Fee for each residential lot shall be collected from the applicant when the applicant submits a building permit application for the lot, and the collected Capital Recovery Fee shall be paid to the Town, to be used as determined by the Town."

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Second Amendment to Spiritas East Development Agreement

SECOND AMENDMENT TO SPIRITAS EAST DEVELOPMENT AGREEMENT

This Second Amendment ("Second Amendment") to Spiritas East Development Agreement, as amended, is made by and between MM Little Elm 43, LLC ("Owner" or "Developer") and the Town of Little Elm, Texas (the "Town"), to be effective July ____, 2023, (Owner and the Town are collectively referred to as the "Parties"). Capitalized terms not defined herein shall have the respective meanings given to them in the Agreement (hereinafter defined).

RECITALS

WHEREAS, on or about November 16, 2021, the Town and Centurion American Acquisitions, LLC, a Texas limited liability company ("Centurion Acquisitions") entered into the original Spiritas East Development Agreement ("Original Agreement") relating to the development of approximately 43.823 acres of land within the Town of Little Elm, Denton County, Texas; and

WHEREAS, pursuant to that certain Assignment of Spiritas East Development Agreement, effective as of December 3, 2021, Centurion Acquisitions assigned its rights, covenants, and obligations under the Original Agreement and Developer accepted such rights, covenants, and obligations that were assigned to Developer; and

WHEREAS, on or about April 5, 2022, the Parties amended the Original Agreement by approving the First Amendment to Spiritas Ranch Development Agreement ("First Amendment"), which created the Capital Recovery Fee along with other changes more particularly described therein; and

WHEREAS, the Parties now wish to enter into this Second Amendment to increase the Capital Recovery Fee (the Original Agreement and the First Amendment are collectively referred to as the "Agreement").

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in the Agreement and this Second Amendment, and for good and valuable consideration the receipt and adequacy of which are acknowledged and agreed, the Parties agree as follows:

1. **Amendment to the Agreement**. Section 8.1 of the Agreement is hereby amended and restated to read as follows:

> "8.1 Fees. The Town shall waive and not collect any park fees and roadway impact fees. The Town shall impose a capital recovery fee (the "Capital Recovery Fee") of $3,750.00 per residential lot. The Capital Recovery Fee for each residential lot shall be collected from the applicant when the applicant submits a building permit application for the lot, and the collected Capital Recovery Fee shall be paid to the Town, to be used as determined by the Town."

2. **Miscellaneous Provisions**. The following miscellaneous provisions are a part of this Second Amendment:

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

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

(c) Binding Obligations. This Second Amendment shall become a binding obligation on the signatories upon the execution by all signatories hereto. Town warrants and represents that the individual executing this Second Amendment on behalf of the Town has full authority to execute this Second Amendment and bind the Town to same. Developer warrants and represents that the individual executing this Second Amendment on Developer's behalf has full authority to execute this Second Amendment and bind it to same.

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

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

(f) Effective Date. The effective date (the "Effective Date") of this Second Amendment shall be the date of the latter to execute this Second Amendment by the Town and Developer.

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

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

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

(j) No Boycott Israel. To the extent this Second Amendment constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Second Amendment. The foregoing verification is made solely to enable the Town to comply with such Section and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

(k) Not a Listed Company. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to enable the Town to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. As used in this Section, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

(l) Verification Regarding Energy Company Boycotts. To the extent this Second Amendment constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Second Amendment. The foregoing verification is made solely to enable the Town to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted

by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. As used in this Section, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

(m) Verification Regarding Discrimination Against Firearm Entity or Trade Association. To the extent this Second Amendment constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Second Amendment. The foregoing verification is made solely to enable the Town to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification and the following definitions:

(i) 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

(ii) 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and

(iii) 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

As used in this Section, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

9. Form 1295. Submitted herewith is a completed Form 1295 in connection with the Developer's participation in the execution of this Second Amendment generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The Town hereby confirms receipt of the Form 1295 from the Developer, and the Town agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Developer and the Town understand and agree that, with the exception of information identifying the Town and the contract identification number, neither the Town nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the Town nor its consultants have verified such information.

[SIGNATURE AND ACKNOWLEDGMENT PAGES TO FOLLOW]

Executed by Owner and Town to be effective on July ____, 2023

ATTEST:

_____
Name: Caitlan Biggs
Title: Town Secretary
Date: _____

TOWN OF LITTLE ELM

By: _____
Name: Curtis J. Cornelious
Title: Mayor
Date: _____

APPROVED AS TO FORM

_____
Name: Robert F. Brown
Title: Town Attorney

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the ___ day of _____ 2023 by _____, Mayor of the Town of Little Elm, Texas on behalf of the Town.

_____
Notary Public, State of Texas

DEVELOPER:

MM Little Elm 43, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayedi
Its: Manager

Date: _____

STATE OF TEXAS §
§
COUNTY OF Dallas §

This instrument was acknowledged before me on the 11 day of July, 2023 by Mehrdad Moayedi, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM Little Elm 43, LLC, a Texas limited liability company on behalf of said company.

CAITLIN PAIGE SIMMONS
Notary ID #131158423
My Commission Expires
June 11, 2025

_____
Notary Public, State of Texas