



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

Tuesday, November 7, 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 **2023 Legislative Session Review**.
 - B. Present and Discuss **Little Elm Historical Artifacts**.
 - C. Discussion of **Crossing Concerns on U.S. 380**.
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 - C. Items to be Withdrawn from Consent Agenda.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 **Proclamation Declaring the Month of November 2023 as Adoption Month.**

- B. Present **Certificates of Completion for Class 8 of Citizens Government Academy.**

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 October 17, 2023, Regular Town Council Meeting.**

- B. Consider Action to Approve a **Sole Source Bid with Aqua-Aerobics Systems, Inc. for Repairs to the Wastewater Treatment Plant Filter System in an Amount not to Exceed \$80,000.**

- C. Consider Action to Approve the **Purchase of Body-Worn Cameras for the Little Elm Police Department from Axon Enterprise, Inc., in an amount not to exceed \$504,409.50.**
- D. Consider Action to Approve an **Agreement with LexisNexis Coplogic Solutions, Inc. for an Online Reporting System for the Police Department.**
- E. Consider Action to Approve the **Quarterly Investment Report for the Period ending September 30, 2023.**
- F. Consider Action to Approve **Resolution No. 1107202302 for the Town of Little Elm Police Department to Receive Grant Funding for Tobacco Compliance Checks of Tobacco Sales of Underage Tobacco Purchases at Licensed Retail Outlets within the Town of Little Elm.**
- G. Consider Action to Approve the **Purchase of Tasers for the Little Elm Police Department from Axon Enterprise, Inc., in an amount not to exceed \$84,979.28.**
- H. Consider Action to Approve the **Unaudited Quarterly Budget Report for the Quarter Ending September 30, 2023.**

6. **Regular Items.**

- A. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1737 Regarding a Request to Rezone Approximately 5.172 Acres of Land, Currently Zoned as Light Commercial, Generally Located on the Northwest Corner of Oak Grove Parkway and Scarlet Falls Drive, within Little Elm's Town Limits, in Order to Establish a New Planned Development District Based on Light Commercial District, with Modified Development Standards, for the Development of New Commercial Retail and Office Space, and a Drive-Thru Component.**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

Take Action on Ordinance No. 1737:

- B. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Ridge Realty Partners LLC.**
- C. Present, Discuss, and Consider Action on **Casting Votes for the Denton County Appraisal District 2024 Board of Directors.**

- D. Present, Discuss, and Consider Action to **Cancel the January 2, 2024, Regular Town Council Meeting.**
- E. Present, Discuss, and Consider Action to Approve an **Update to the Little Elm Governance Policy.**

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 3rd day of November 2023 before 5:00 p.m.



Date: 11/07/2023
Agenda Item #: 1. A.
Department: Administrative Services
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Present and Discuss the **2023 Legislative Session Review.**

DESCRIPTION:

Council Member Tony Singh requested this item be placed on the agenda. Town Attorney Robert Brown will provide a review for Town Council of the 2023 Legislative Session.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.



Date: 11/07/2023
Agenda Item #: 1. B.
Department: Administrative Services
Strategic Goal: Ensure strong relationship within the community and region
Staff Contact: Town Council

AGENDA ITEM:

Present and Discuss **Little Elm Historical Artifacts.**

DESCRIPTION:

Council Member Lisa G. Norman requested this item be placed on the agenda. Staff will give a brief presentation on historical artifacts related to the Town.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.



Date: 11/07/2023
Agenda Item #: 1. C.
Department: Administrative Services
Strategic Goal: Provide a safe and welcoming environment for Little Elm residents and visitors
Staff Contact: Town Council

AGENDA ITEM:

Discussion of **Crossing Concerns on U.S. 380.**

DESCRIPTION:

Council Member Andrew Evans requested this item be brought to the Town Council to discuss concerns regarding the crossing of U.S. 380.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.



Date: 11/07/2023
Agenda Item #: 3. A.
Department: Administrative Services
Strategic Goal: Ensure strong relationship within the community and region
Staff Contact: Kate Graham, Assistant to the Town Manager

AGENDA ITEM:

Present a **Proclamation Declaring the Month of November 2023 as Adoption Month.**

DESCRIPTION:

Mayor Cornelious will present a proclamation declaring the month of November 2023 as Adoption Month.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Attachments

2023 Adoption Month Proclamation



Proclamation

WHEREAS, children are key to the nation's future success, prosperity and quality of life; and

WHEREAS, all children and teens deserve a safe, loving family; and

WHEREAS, adoption creates supportive, loving families for children and teens; and

WHEREAS, supportive families can help a child or teen overcome past traumatic experiences and reach their full potential; and

WHEREAS, we must come together as a community to celebrate adoptive families and raise awareness about the number of children and teens who are still waiting; and

WHEREAS, there is always a need for parents who are willing to adopt siblings, older youth and young people with complex medical and behavioral needs; and

WHEREAS, there are numerous individuals, nonprofit organizations and public servants who are dedicated to finding families for children and teens in foster care who are waiting to be adopted; and

NOW, THEREFORE, we declare the month of November 2023 as **Adoption Month** and encourage all Town residents to recognize individuals, nonprofit organizations and public servants who are dedicated to finding families for children and teens.

Given under my hand and Seal of the Town of Little Elm, Texas, this 7th day of November, 2023.

Curtis J. Cornelious, Mayor of Little Elm



Date: 11/07/2023
Agenda Item #: 3. B.
Department: Administrative Services
Strategic Goal: Ensure strong relationship within the community and region
Staff Contact: Erin Mudie, Managing Director of Marketing & Communications

AGENDA ITEM:

Present **Certificates of Completion for Class 8 of Citizens Government Academy.**

DESCRIPTION:

Mayor Cornelious will recognize the participants from Class 8 of Citizens Government Academy. These individuals completed an eight-week program where they learned about and participated in different Town departments and functions.

Kim Salsbury
Jenny Weems
Delaney Williams
Quenla McGilber
Brian Kuberski
Rohith Jeganathan
Edgar Benitez
Marco Sipan
Tom Ocelli
Babu Venkatachalapathy
Edith Momodu
Adrienne Mckenna
Barbara Burns
Danielle Burns
Sarah Nolting

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.





Date: 11/07/2023
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 October 17, 2023, Regular Town Council Meeting.**

DESCRIPTION:

The minutes from the October 17, 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 - October 17, 2023

DRAFT

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

REGULAR TOWN COUNCIL MEETING TUESDAY OCTOBER 17, 2023 - 6:00 p.m.

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

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; Doug Peach, Deputy Town Manager; Fred Gibbs, Director of Development Services; Jason Shroyer, Director of Public Works; Kate Graham, Assistant to the Town Manager; Kelly Wilson, Chief Financial Officer; Paul Rust, Fire Chief; Robert Brown, Town Attorney; Rodney Harrison, Police Chief; Shea Rodgers, Chief Information Officer

1. Roll Call/Call to Order Regular Town Council Meeting at 6:00 p.m.

Meeting was called to order at 6:01 p.m.

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.

None.

F. Presentation of Monthly Updates.

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

Town Manager Matt Mueller introduced Tiffany Thomson, the Town's new Culture & Team Development Manager.

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

Council Member Lisa Norman requested clarification on item 4M on the Council Liaison board member appointment. Town Manager Matt Mueller stated that the EDC Council Liaison is a voting position which holds a term like the other positions on the board. Currently, Tony Singh has been appointed as the EDC Council Liaison for this year. Although the term of this position is until 2025, the Council may choose to change the liaison in the future, which is typically considered each year by the Council.

2. Presentations.

A. Recognition of Keep Little Elm Beautiful for Receiving the Governor Community Achievement Award for Year 2023 from Keep Texas Beautiful.

Robert Medogovich with KLEB presented the Mayor with the award for 3rd place.

B. Present a Certificate of Recognition to the Cottonwood Creek Marina for being named the 2023 Large Marina of the Year by The Marina Association of Texas.

The Mayor presented the certificate of recognition.

C. Present a Proclamation Declaring October 2023 as Chiropractic Health Month.

The Mayor presented the proclamation.

D. Present Town Manager Challenge Coins.

Town Manager Matt Mueller presented challenge coins to Sarah Nolting for her work on the Lakefront video for The Lawn grand opening and Michelle Prazak for completing her payroll certification.

- E. Present the **Annual Achievement of Excellence in Procurement Award for 2023** from the **National Procurement Institute, Inc. (NPI)**.

The Mayor recognized the Purchasing department for winning this award.

3. Public Comments

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

Council Member Tony Singh introduced the Diwali at Beach team and presented \$1,000 to the Little Elm Police Association in honor of Officer Sean Flynn.

4. Consent Agenda

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

Motion by Mayor Pro Tem Jamell T. Johnson, seconded by Council Member Neil Blais **to approve the Consent Agenda.**

Vote: 7 - 0 - Unanimously

- A. Consider Action to Approve the **Minutes from the September 19, 2023, Regular Town Council Meeting.**
- B. Consider Action to Award a **Construction Contract for the FM 423 Green Ribbon Landscaping Improvement Project Phase 2 Re-Bid (Bid #2028-18)** to C. Green Scaping, LP in an amount not to exceed **\$1,258,511.55.**
- C. Consider Action to Approve a **Development Agreement associated with the Lakefront Residential Overlay District, between the Town of Little Elm and Jaser Moini, property owners of 220 East Park Drive.**
- D. Consider Action to Approve a **Development Agreement Associated with the Lakefront Residential Overlay District, between the Town of Little Elm and Faraz Karami, Property Owner of 222 East Park Drive.**
- E. Consider Action to Approve an **Agreement with Freese and Nichols to Perform Engineering and Consulting Services Related to Compliance with the Texas Commission on Environmental Quality's Newly Adopted Lead and Copper Rule Revisions for Public Drinking Water Systems in an Amount not to Exceed \$247,596.**
- F. Consider Action to Approve an **Amendment for Professional Services between the Town of Little Elm and Paul J. Liston, Independent Contractor, in the position of the Little Elm Municipal Court Prosecutor.**

- G. Consider Action to Approve an **Interlocal Agreement with Mustang Special Utility District to Provide an Emergency Water Interconnect with the Town of Little Elm Located in the Western Portion of the Town Along FM720.**
- H. Consider Action to Approve **Authorization to the Town Manager to Execute the Home Improvement Tax Incentive Program Agreement.**
- I. Consider Action to Approve **Authorization to the Town Manager to Execute the Home Improvement Tax Incentive Program Agreement for 1301 Xeraco Drive.**
- J. Consider Action to Approve **Ordinance No. 1732 Amending the FY 2022-2023 Annual Budget in Accordance with Existing Statutory Requirements; Appropriating the Various Amounts Herein; Repealing all prior Ordinances and Actions in Conflict Herewith; and Providing for an Effective Date.**
- K. Consider Action to Authorize the **Town Manager to Execute Any and All Contract Documents Associated with the Construction, Lease, and Maintenance of a Dark Fiber Optic Connection between Town Hall and Little Elm Park, as Provided by Zayo Group, LLC. in the Amount of \$116,858.**
- L. Consider Action to Authorize the **Town Manager to Execute Any and All Contract Documents Associated with the Construction of a Town-Owned Dark Fiber Optic Connection between Facilities at Little Elm Park, as Provided by Superior Fiber and Data Services, Inc. Not to Exceed \$77,867.35.**
- M. Consider Action to Approve **Appointments to the Economic Development Board of Directors.**
- N. Consider Action to Approve **Appointments to the Community Development Board of Directors.**
- O. Consider Action to Approve **Appointments to the Animal Shelter Advisory Board.**
- P. Consider Action to Approve the **Interlocal Cooperation Agreement for Library Services between Denton County, Texas and the Town of Little Elm, Texas.**
- Q. Consider Action to Approve the **Reimbursement Agreement between Tax Increment Reinvestment Zone Number Three, Town of Little Elm and TFC Eldorado 2, LLC.**
- R. Consider Action to Approve **Resolution No. 1017202301 to Authorize the Mayor to execute the Agreement for Construction and Funding of Authorized Improvements and Reimbursement of Advances in connection with the Spiritas Ranch Public Improvement District and Resolving Other Matters.**
- S. Consider Action to Approve a **Local On-System Improvement Project Agreement with the Texas Department of Transportation regarding Pavement Striping Improvements at the Intersection of Eldorado Parkway and Oak Grove Parkway.**

5. **Regular Items.**

- A. Present, Discuss and Consider Action on **Appointing Charter Review Committee Members.**

Motion by Council Member Michel Hambrick, seconded by Council Member Tony Singh **to approve the appointments.**

Vote: 7 - 0 - Unanimously

- B. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1733 Regarding a Request to Rezone Approximately 4.0 Acres of Land, Currently Zoned as Light Commercial (LC), Generally Located on the South Side of West University Drive, Approximately 1,500 Feet West of Paloma Creek Boulevard, within Little Elm's Town Limits, in Order to Allow for Construction of a New 6,400 Square-Foot Bar and Restaurant, with an Outdoor Patio.**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

Take Action on Ordinance No. 1733:

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

Open Public Hearing: 6:33 p.m.

Receive Public Comments: None

Close Public Hearing: 6:34 p.m.

Motion by Council Member Neil Blais, seconded by Council Member Andrew Evans **to approve Ordinance No. 1733.**

Vote: 7 - 0 - Unanimously

- C. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1734 Regarding an Amendment Request to an Existing Specific Use Permit (SUP) for a Liquor Store Use (Ordinance No. 1667), Located at 1951 FM 423, Currently Zoned Planned Development - Light Commercial (LC), Through Ordinance No. 1457, as Amended by Ordinance No. 1474, in Order to Allow for the Sale of Smoking Products.**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

Take Action on Ordinance No. 1734:

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

Open Public Hearing: 6:39 p.m.

Receive Public Comments: Jeff Burton, 2720 Cowboy Trail, Little Elm, TX 75068 VERIFY ADDRESS, asked how long it was there prior to the Town becoming aware of it. Staff stated that it was constructed between February 2023 - July 2023. He then asked what the repercussions are for owners who construct structures without approval. Staff stated that they take an educational approach and provide a timeline for the owner to correct the issue.

Close Public Hearing: 6:41 p.m.

Motion by Council Member Tony Singh, seconded by Council Member Michel Hambrick **to approve Ordinance No. 1734.**

Vote: 7 - 0 - Unanimously

- D. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1735 Regarding an Amendment Request to an Existing Planned Development District (Ordinance No. 1641), Encompassing Approximately 544.1 Acres of Land, Generally Bound by FM 720 to the West, Lewisville Lake to the East, and US 380 to the North, Within Little Elm's Town Limits, in Order to Provide Development Plans for a School, with Modified Development Standards.**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

Take Action on Ordinance No. 1735:

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

Open Public Hearing: 6:44 p.m.

Receive Public Comments: None

Close Public Hearing: 6:45 p.m.

Motion by Council Member Lisa G. Norman, seconded by Mayor Pro Tem Jamell T. Johnson **to approve Ordinance No. 1735.**

Vote: 7 - 0 - Unanimously

- E. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1736 Regarding a Request to Amend Existing Planned Development Ordinance No. 1696, by Incorporating an Additional 2.911 Acres Of Land, Currently Zoned as Light Commercial, Generally Located on the Northwest Corner of East Eldorado Parkway and Pecan Drive, within Little Elm's Town Limits, in Order to Establish a Site Plan and Modified Development Standards, for a New 28,579 Square Foot Commercial Retail Building.**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

Take Action on Ordinance No. 1736:

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

Open Public Hearing: 6:52 p.m.

Receive Public Comments: Clay Kristy, the applicant, stated that they're appreciative of the staff for their assistance working through this request to meet the Town's standards.

Close Public Hearing: 6:54 p.m.

Motion by Council Member Neil Blais, seconded by Council Member Andrew Evans **to approve Ordinance No. 1736.**

Vote: 7 - 0 - Unanimously

F. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and 3P Little Elm LLC.**

Motion by Council Member Michel Hambrick, seconded by Mayor Pro Tem Jamell T. Johnson ***to approve the development agreement.***

Vote: 7 - 0 - Unanimously

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

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

Town Council convened into Executive Session at 6:55 p.m.

7. Reconvene into Open Session

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

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

Town Council reconvened into executive session at 7:49 p.m.

Motion by Council Member Neil Blais, seconded by Council Member Andrew Evans ***to approve Caitlan Biggs' contract with the terms and conditions as discussed in executive session.***

Vote: 7 - 0 - Unanimously

Motion by Council Member Neil Blais, seconded by Council Member Tony Singh ***to approve contract amendments for the Judges with the terms and conditions as discussed in executive session.***

Vote: 7 - 0 - Unanimously

8. Adjourn.

Meeting adjourned at 7:50 p.m.

Respectfully,

Caitlan Biggs
Town Secretary

Passed and Approved this _____ day of _____ 2023.



Date: 11/07/2023
Agenda Item #: 5. B.
Department: Public Works
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Jason Shroyer, Director of Public Works

AGENDA ITEM:

Consider Action to Approve a **Sole Source Bid with Aqua-Aerobics Systems, Inc. for Repairs to the Wastewater Treatment Plant Filter System in an Amount not to Exceed \$80,000.**

DESCRIPTION:

The filtration system within our wastewater treatment process serves as an integral and mandatory component in our mission to responsibly discharge effluent into the environment. In accordance with our permit obligations, we are committed to safeguarding the environment and ensuring the protection of natural resources. Recently, the manufacturer, Aqua-Aerobics Inc., conducted an inspection of our filtration system, revealing critical areas that necessitate repair and maintenance for optimal functionality.

Significance of Filtration:

1. **Treatment Process Backbone:** The filtration system stands as a cornerstone within our wastewater treatment process. It plays a pivotal role in the removal of impurities, contaminants, and solids from wastewater, thereby ensuring that the discharged effluent meets regulatory and environmental standards. This process is vital for maintaining the health and sustainability of our local ecosystem.
2. **Compliance with Regulations:** Proper operation of the filtration system is a legal requirement for our permit to discharge effluent into the environment. Compliance with these regulations is non-negotiable, as it is essential to avoid violations and penalties from the Texas Commission on Environmental Quality (TCEQ).

Maintenance and Repair Imperative:

1. **Environmental Consequences:** Neglecting the repair and maintenance requirements of our filtration system could result in its failure. Filter system failure poses a severe environmental threat by allowing the release of inadequately treated effluent into our ecosystem. This scenario can lead to pollution, damaging the health of aquatic life and ecosystems, affecting water quality, and disrupting the balance of our local environment.
2. **Legal Consequences:** Failure to address the maintenance and repair needs could lead to regulatory violations and substantial fines imposed by the TCEQ. These fines are not only costly but also detrimental to our community's reputation as environmentally responsible.

stewards.

Aqua-Aerobics Inc. as the Sole Source Provider: Aqua-Aerobics Inc. stands as the sole source provider for the equipment necessary to address these maintenance and repair issues within our filtration system. As such, we have prepared a sole source document, which is available for your reference and attached to this memorandum.

By addressing these needs promptly, we ensure the continued success of our wastewater treatment process and our dedication to environmental responsibility. We expect this work to take approximately 6 months to complete due to the lead times related to the various components of the filter system.

BUDGET IMPACT:

Funds are budgeted in the Wastewater Treatment Plant Operations Budget.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Bid- Aqua-Aerobics

Sole Source Letter Aqua-Aerobics



Aftermarket Proposal # 72583

TO: Little Elm WWTP
1601 Mark Tree Lane
Little Elm, Texas 75068
USA

PROJECT: LITTLE ELM, TX
Little Elm, TX
USA-MUN

ATN: Tim Walker

PROPOSAL DATE: October 11, 2023

If billing and/or shipping address is different, please advise.

Qty	Description	Unit Price	Total Price
<p>We are pleased to quote, for acceptance within 30 days of this date, prices and terms on equipment listed below. Shipment of equipment will be completed and services scheduled after receipt of purchase order with mutually acceptable terms and conditions, subject to credit approval. *Note: Availability is quoted on an in-stock basis and may vary at the time of order.</p> <p>***** Please note Aqua-Aerobic Systems' standard field service schedule is typically operating at 10 to 12 business weeks from receipt of order during this time of year *****</p>			
1	AUMA Backwash/solids waste single phase open/close service electric actuator assembly w receptacle. Part # 2967448	\$6,031.07	\$6,031.07
Lead Time: 1-2 Business Weeks			
1	Air Conditioner, NEMA 4X, 120VAC. Part # 2750558	\$5,061.33	\$5,061.33
Lead Time: 12-13 Business Weeks			
4	AquaDiamond® Cloth 480" 40" OptiFiber PES-13® , Polyester, 10 Micron Part number 2967063-12	\$3,270.00	\$13,080.00
Lead Time: 1-2 Business Weeks			
4	Diamond Cloth Change-Out Kit, Part # 2968671 - Includes hardware, gasket, seals & clamp for (1) lateral	\$446.52	\$1,786.08
Lead Time: 1-2 Business Weeks			
1	Thread-eze ultra compound, part # 2610904	\$40.02	\$40.02
Lead Time: 1-2 Business Weeks			
1	Cloth media repair kit, part # 2963675	\$45.08	\$45.08
Lead Time: 4 Business Weeks			

4	Diamond quater panel change-out kit - Includes panel, hardware & inner support	\$180.63	\$722.52
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*****Lead Time: 1-2 Business Weeks*****

1	AASI Field Service Technicians on site for the installation of (6) wheels, (1) AC unit and (4) diamond cloths.	\$50,330.00	\$50,330.00
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PROPOSAL NOTES:

1. Freight to jobsite is included, FOB Loves Park, Illinois as included in the Pricing Summary, below.

2. Start-up supervision is not included.

3. Payable net 30 days from date of shipment subject to credit review, no retainage allowed.

4. State and/or local taxes will be charged unless we receive a valid resale/exemption certificate. Please note Aqua-Aerobic Systems is not registered to collect Washington, DC, sales taxes; therefore, if order is taxable, Buyer is to accrue sales tax and pay the tax directly. Sales tax for all other states will be added to your invoice unless we are in receipt of a valid resale/exemption certificate prior to shipment/invoicing. States without Tax Exempt Flow Down: Municipal entity purchasers can obtain a tax exempt certificate for pollution control equipment that is permanently installed. The State does not allow for flow down of tax exempt status to non-municipal purchasers (i.e., General Contractors, Repair Shops, etc.). Non-municipal purchasers are required to pay sales taxes.

5. Aqua-Aerobic Systems' offer is based upon the supply of Aqua-Aerobic Systems' standard equipment as described within this proposal, including the warranty as included within Terms and Conditions of Aqua-Aerobic Systems, Inc., and Aqua-Aerobic Systems' standard factory test(s) prior to shipment. Aqua-Aerobic Systems' scope of supply does not include any process or performance guarantees or warranties or process or performance testing unless specifically detailed within this proposal.

6. TRADEMARKS: Aqua-Aerobic, Aqua-Jet, Aqua-Jet II, AquaDDM, ThermoFlo, Endura Series, OxyMix, Fold-a-Float, Aqua MixAir, AquaCAM-D, AquaSBR, Aqua MSBR, AquaPASS, Aqua BioMax, AquaEnsure, Aqua EnduraTube, Aqua EnduraDisc, Aqua CB-24, AquaDisk, AquaDiamond, AquaDrum, Aqua MiniDisk, Aqua MegaDisk, AquaPrime, OptiFiber, OptiFiber PES-13, OptiFiber PA2-13, OptiFiber ACR-13, OptiFiber PES-14, OptiFiber PF-14, Trust the Tag, AquaABF, Turbilite, AquaMB Process, Aqua-Aerobic MBR, Aqua UltraFiltration, Aqua MultiBore, Aqua MultiBore Series C, Aqua ElectrOzone, SpareCare, IntelliPro, Aqua Financing Solutions, and the Aqua-Aerobic logo are registered trademarks or pending trademarks of Aqua-Aerobic Systems, Inc. All other products and services mentioned are trademarks of their respective owners. Nereda® is a registered U.S. trademark of Royal HaskoningDHV.

7. Schedule changes due to supply chain disruption may impact the above quoted shipment time(s). Aqua-Aerobic Systems will advise if/when any such disruption applies.

Pricing Summary

Equipment and/or Accessories:	\$77,096.10
Round Trip Freight:	\$1,300.00
Total Job Price:	\$78,396.10

Material and/or services not specifically listed in this proposal are not included in the quoted TOTAL JOB PRICE and are to be supplied by others.

Goods quoted above will be sold subject to the terms and conditions of sale set forth on the face hereof and the following pages entitled "Terms and Conditions of Aqua-Aerobic Systems, Inc. (A MetaWater Company)": Any different or additional terms are hereby objected to.

TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)**Page 1 of 2**

This offer and all of the goods and sales of Aqua-Aerobic Systems, Inc. are subject only to the following terms and conditions. The acceptance of any order resulting from this proposal is based on the express condition that the Buyer agrees to all the terms and conditions herein contained. Any terms and conditions in any order, which are in addition to or inconsistent with the following, shall not be binding upon Aqua-Aerobic Systems, Inc. This proposal and any contract resulting therefrom, shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of laws principles.

PAYMENT

Unless specifically stated otherwise, quoted terms are Net 30 Days from shipping date. Past-due charges are 1.5% per month and will apply only on any past-due balance. Aqua-Aerobic Systems, Inc. does not allow retainage of any invoice amount, unless authorized in writing by an authorized representative of our Loves Park, Illinois office.

DURATION OF QUOTATION

This proposal of Aqua-Aerobic Systems, Inc. shall in no event be effective more than 30 days from date thereof, unless specifically stated otherwise, and is subject to change at any time prior to acceptance.

SHIPMENT

Shipping dates are not a guarantee of a particular day of shipment and are approximate, being based upon present production information, and are subject to change per the production schedules existing at time of receipt of purchase order. Aqua-Aerobic Systems, Inc. shall not be responsible for any delay in shipment for causes beyond its control including, but not limited to, war, riots, strikes, labor trouble causing interruption of work, fires, other casualties, transportation delays, modification of order, any act of governmental authorities or acts of God. Quoted shipment dates in this proposal are approximate dates goods will be shipped and, unless agreed to in writing by Aqua-Aerobic Systems, Inc., Buyer may not postpone or delay the dates of shipment of goods from our plant or from our supplier's plants beyond the dates set forth in this proposal.

TITLE AND RISK OF LOSS

All prices and all shipments of goods are F.O.B. Aqua-Aerobic Systems, Inc.'s plant at Loves Park, Illinois unless specifically stated otherwise. Delivery of the goods sold hereunder to the carrier shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

TAXES

Prices quoted do not include any taxes, customs duties, or import fees. Buyer shall pay any and all use, sales, privilege or other tax or customs duties or import fees levied by any governmental authority with respect to the sale or transportation of any goods covered hereby. If Aqua-Aerobic Systems, Inc. is required by any taxing authority to collect or to pay any such tax, duty or fee, the Buyer shall be separately billed at such time for the amounts Aqua-Aerobic Systems, Inc. is required to pay.

INSURANCE

Unless the goods are sold on a CIF basis, the Buyer shall provide marine insurance for all risks, including war and general coverage.

SECURITY

If at any time the financial responsibility of the Buyer becomes unsatisfactory to Aqua-Aerobic Systems, Inc., or Aqua-Aerobic Systems, Inc. otherwise deems itself insecure as to receipt of full payment of the purchase price from Buyer hereunder, Aqua-Aerobic Systems, Inc. reserves the right to require payment in advance or security or guarantee satisfactory to Aqua-Aerobic Systems, Inc. of payment in full of the purchase price.

LIMITATION OF ACTION

No action shall be brought against Aqua-Aerobic Systems, Inc. for any breach of its contract of sale more than two years after the accrual of the cause of action thereof, and, in no event, unless the Buyer shall first have given written notice to Aqua-Aerobic Systems, Inc., of any claim of breach of contract within 30 days after the discovery thereof.

CANCELLATION CLAUSE

No acceptance of this proposal, by purchase order or otherwise, may be modified except by written consent of Aqua-Aerobic Systems, Inc. nor may it be cancelled except by prior payment to Aqua-Aerobic Systems, Inc. the following sums as liquidated damages therefore: 1) If cancellation is prior to commencement of production and prior to the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to 15% of the total purchase price; 2) If cancellation is after the commencement of production or after the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to the total of the direct, out-of-pocket expenses incurred to the date of cancellation for labor, machine time, materials and any charges made to us by suppliers for cancellation, plus 30% of the total purchase price. All charges and expenses shall be as determined by Aqua-Aerobic Systems, Inc. In the event any items are used by Aqua-Aerobic Systems, Inc. to fill a subsequent order, then upon receipt of payment for such order, Aqua-Aerobic Systems, Inc. shall pay the Buyer a sum equal to the direct out-of-pocket expenses previously charged and received from Buyer.

PROPRIETARY INFORMATION

This proposal, including all descriptive data, drawings, material, information and know-how disclosed by Aqua-Aerobic Systems, Inc. to Buyer in relation hereto is confidential information intended solely for the confidential use of Buyer, shall remain the property of Aqua-Aerobic Systems, Inc. and shall not be disclosed or otherwise used to the disadvantage or detriment of Aqua-Aerobic Systems, Inc. in any manner.

TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)

Page 2 of 2

QUALIFIED ACCEPTANCE AND INDEMNITY

In the event the acceptance of this proposal by Buyer either is contingent upon or subject to the approval by any third party such as, but not limited to, a consulting engineer, with respect to goods, parts, materials, descriptive data, drawings, calculations, or any other matter, then upon such approval by any third party, Aqua-Aerobic Systems, Inc. shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal. In the event any such third party requires modifications in the proposal prior to the approval thereof, Aqua-Aerobic Systems, Inc. may at its sole option and without liability to any party elect to cancel this proposal or return the purchase order to Buyer. In the event Aqua-Aerobic Systems, Inc. elects to modify this proposal to conform to the requirements for approval by any third party, Aqua-Aerobic Systems, Inc. in such event shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal as modified.

Buyer agrees to indemnify and save harmless Aqua-Aerobic Systems, Inc. from and against all costs and expenses and liability of any kind whatsoever arising out of or in connection with claims by third parties so long as the goods sold hereunder conform to the requirements of this proposal as approved by any third party.

WARRANTY; LIMITATION OF LIABILITY; AND DISCLAIMER

In return for purchase and full payment for Aqua-Aerobic Systems, Inc. goods, we warrant new goods provided by us to be free from defects in materials and workmanship under normal conditions and use for a period of one year from the date the goods are put into service, or eighteen months from date of shipment (whichever first occurs). If the goods include an "Endura Series" motor, the complete Endura Series unit shall be warranted by Aqua-Aerobic to be free from defects in materials and workmanship under normal conditions and use for three years from the date the product is put into service or 42 months from the date of shipment (whichever occurs first).

OUR OBLIGATION UNDER THIS WARRANTY IS EXPRESSLY AND EXCLUSIVELY LIMITED to replacing or repairing (at our factory at Loves Park, Illinois) any part or parts returned to our factory with transportation charges prepaid, and which our examination shall show to have been defective. Prior to return of any goods or its parts to our factory, Buyer shall notify Aqua-Aerobic Systems, Inc. of claimed defect, and Aqua-Aerobic Systems, Inc. shall have the privilege of examining the goods at Buyer's place of business at or where the goods have otherwise been placed in service. In the event this examination discloses no defect, Buyer shall have no authority to return the goods or parts to our factory for the further examination or repair. All goods or parts shall be returned to Buyer, F.O.B. Loves Park, Illinois. This warranty shall not apply to any goods or part which has been repaired or altered outside our factory, or applied, operated or installed contrary to our instruction, or subjected to misuse, chemical attack/degradation, negligence or accident. This warranty and any warranty and guaranty of process or performance shall no longer be applicable or valid if any product, including any software program, supplied by Aqua-Aerobic Systems, Inc., is modified or altered without the written approval of Aqua-Aerobic Systems, Inc. Our warranty on accessories and component parts not manufactured by us is expressly limited to that of the manufacturer thereof.

THE FOREGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS ON OUR PART, INCLUDING ANY LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED; AND WE EXPRESSLY DENY THE RIGHT OF ANY OTHER PERSON TO INCUR OR ASSUME FOR US ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ANY GOODS PROVIDED BY US. THERE ARE NO WARRANTIES OR GUARANTEES OF PERFORMANCE UNLESS SPECIFICALLY STATED OTHERWISE.

UNDER NO CIRCUMSTANCES, INCLUDING ANY CLAIM OF NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL AQUA-AEROBIC SYSTEMS, INC. BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, COSTS OF CONNECTING, DISCONNECTING, OR ANY LOSS OR DAMAGE RESULTING FROM A DEFECT IN THE GOODS. LIMIT OF LIABILITY: AQUA-AEROBIC SYSTEMS, INC.'S TOTAL LIABILITY UNDER THE ABOVE WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND OUR LIABILITY WITH RESPECT TO ANY CONTRACT OR SALE, OR ANYTHING DONE IN CONNECTION THEREWITH, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT, IN ANY CASE, EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.

Final acceptance of this proposal must be given to Aqua-Aerobic Systems, Inc. at their office in Loves Park, Illinois. Please acknowledge acceptance by signing the proposal and returning it to Aqua-Aerobic Systems, Inc.

Accepted by:

Offer Respectfully Submitted,

By:

Date:

Denise Uchacz

**Denise Uchacz, Aftermarket Sales Representative
Aqua-Aerobic Systems, Inc.**



AQUA-AEROBIC SYSTEMS, INC.
A Metawater Company

October 11, 2023
Little Elm WWTP
1600 Mark Tree Lane
Little Elm, Texas 75068 USA

RE: Sole Source Letter

AASI ID# 110342

Attn: Tim Walker

Dear Tim,

The Aqua-Aerobic Systems, Inc. (AASI) AquaDiamond® Cloth Media Filter is of Aqua-Aerobic proprietary design, fabricated to AASI specifications. Aqua-Aerobic is the exclusive original equipment manufacturer of the AquaDiamond® Cloth Media Filter(s) at Little Elm located in TX. As such, all equipment and components are manufactured to AASI specifications, the exclusive vendor supplier for this equipment; this includes all types of replacement cloths.

If you desire additional information or have any questions regarding this matter, please do not hesitate to contact Denise Uchacz by email duchacz@aqua-aerobic.com.

Sincerely,

Leann Torrisi
Administrative Assistant - AMS

CC: File



Date: 11/07/2023
Agenda Item #: 5. C.
Department: Police
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Rodney Harrison, Police Chief

AGENDA ITEM:

Consider Action to Approve the **Purchase of Body-Worn Cameras for the Little Elm Police Department from Axon Enterprise, Inc., in an amount not to exceed \$504,409.50.**

DESCRIPTION:

This item will begin the replacement process for 99 body-worn cameras for the Police department over five years. The current cameras have reached the end of their useful life and are no longer supported. The new cameras will increase efficiency by allowing Police Officers to store videos, photos, and other information with incident/case files.

BUDGET IMPACT:

The Town received a grant from the Office of the Governor for \$156,284.08. The remaining amount will be funded out of the General Fund operations budget. The funding schedule is as follows:

- January 2024: \$156,165.18
- January 2025: \$87,061.08
- January 2026: \$87,061.08
- January 2027: \$87,061.08
- January 2028: \$87,061.08

A budget amendment will be brought forward at a future meeting to recognize the revenue received from the grant.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Body Camera Quote



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-481868-45231.663MA

Issued: 11/01/2023

Quote Expiration: 11/17/2023

Estimated Contract Start Date: 02/01/2024

Account Number: 114042

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Delivery;Invoice-88 W Eldorado Pkwy 88 W Eldorado Pkwy Little Elm, TX 75068-5079 USA	Little Elm Police Dept. - TX 88 W Eldorado Pkwy Little Elm TX 75068-5079 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Matt Appelbaum Phone: Email: mappelbaum@axon.com Fax:	Jay Compton Phone: 214-975-0462 Email: jcompton@littleelm.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$504,409.50
ESTIMATED TOTAL W/ TAX	\$504,409.50

Discount Summary

Average Savings Per Year	\$4,074.40
TOTAL SAVINGS	\$20,372.00

Payment Summary

Date	Subtotal	Tax	Total
Jan 2024	\$156,165.18	\$0.00	\$156,165.18
Jan 2025	\$87,061.08	\$0.00	\$87,061.08
Jan 2026	\$87,061.08	\$0.00	\$87,061.08
Jan 2027	\$87,061.08	\$0.00	\$87,061.08
Jan 2028	\$87,061.08	\$0.00	\$87,061.08
Total	\$504,409.50	\$0.00	\$504,409.50

Quote Unbundled Price:	\$524,781.50
Quote List Price:	\$593,052.50
Quote Subtotal:	\$504,409.50

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
BWCamTAP	Body Worn Camera TAP Bundle	98	60	\$20.23	\$32.50	\$32.50	\$191,100.00	\$0.00	\$191,100.00
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	13	60	\$39.63	\$34.66	\$34.66	\$27,034.80	\$0.00	\$27,034.80
A la Carte Hardware									
H00001	AB4 Camera Bundle	98			\$849.00	\$243.00	\$23,814.00	\$0.00	\$23,814.00
H00002	AB4 Multi Bay Dock Bundle	13			\$1,638.90	\$1,638.90	\$21,305.70	\$0.00	\$21,305.70
A la Carte Software									
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	98	60		\$24.00	\$24.00	\$141,120.00	\$0.00	\$141,120.00
BasicLicense	Basic License Bundle	78	60		\$15.00	\$10.00	\$46,800.00	\$0.00	\$46,800.00
ProLicense	Pro License Bundle	21	60		\$39.00	\$42.25	\$53,235.00	\$0.00	\$53,235.00
A la Carte Services									
85144	AXON STARTER	1			\$9,950.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$504,409.50	\$0.00	\$504,409.50

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	98	01/01/2024
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	3	01/01/2024
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	108	01/01/2024
AB4 Camera Bundle	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	69	01/01/2024
AB4 Camera Bundle	11703	MINI MOLLE MOUNT, AXON RAPIDLOCK	17	01/01/2024
AB4 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	22	01/01/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	13	01/01/2024
AB4 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	13	01/01/2024
AB4 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	13	01/01/2024
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	13	07/01/2026
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	101	07/01/2026

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	78	02/01/2024	01/31/2029
Basic License Bundle	73840	EVIDENCE.COM BASIC ACCESS LICENSE	78	02/01/2024	01/31/2029
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	63	02/01/2024	01/31/2029
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	21	02/01/2024	01/31/2029
A la Carte	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	98	02/01/2024	01/31/2029

Services

Bundle	Item	Description	QTY
A la Carte	85144	AXON STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	13	01/01/2025	01/31/2029
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	98	01/01/2025	01/31/2029
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	3	01/01/2025	01/31/2029

Payment Details

Jan 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
1	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	98	\$43,690.74	\$0.00	\$43,690.74
1	BasicLicense	Basic License Bundle	78	\$14,489.28	\$0.00	\$14,489.28
1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	13	\$8,369.98	\$0.00	\$8,369.98
1	BWCamTAP	Body Worn Camera TAP Bundle	98	\$59,164.56	\$0.00	\$59,164.56
1	H00001	AB4 Camera Bundle	98	\$7,372.81	\$0.00	\$7,372.81
1	H00002	AB4 Multi Bay Dock Bundle	13	\$6,596.25	\$0.00	\$6,596.25
1	ProLicense	Pro License Bundle	21	\$16,481.56	\$0.00	\$16,481.56
Total				\$156,165.18	\$0.00	\$156,165.18

Feb 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	85144	AXON STARTER	1	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	13	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Jan 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
2	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	98	\$24,357.31	\$0.00	\$24,357.31
2	BasicLicense	Basic License Bundle	78	\$8,077.68	\$0.00	\$8,077.68
2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	13	\$4,666.21	\$0.00	\$4,666.21
2	BWCamTAP	Body Worn Camera TAP Bundle	98	\$32,983.86	\$0.00	\$32,983.86
2	H00001	AB4 Camera Bundle	98	\$4,110.30	\$0.00	\$4,110.30
2	H00002	AB4 Multi Bay Dock Bundle	13	\$3,677.36	\$0.00	\$3,677.36
2	ProLicense	Pro License Bundle	21	\$9,188.36	\$0.00	\$9,188.36
Total				\$87,061.08	\$0.00	\$87,061.08

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
3	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	98	\$24,357.31	\$0.00	\$24,357.31
3	BasicLicense	Basic License Bundle	78	\$8,077.68	\$0.00	\$8,077.68
3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	13	\$4,666.21	\$0.00	\$4,666.21
3	BWCamTAP	Body Worn Camera TAP Bundle	98	\$32,983.86	\$0.00	\$32,983.86
3	H00001	AB4 Camera Bundle	98	\$4,110.30	\$0.00	\$4,110.30
3	H00002	AB4 Multi Bay Dock Bundle	13	\$3,677.36	\$0.00	\$3,677.36
3	ProLicense	Pro License Bundle	21	\$9,188.36	\$0.00	\$9,188.36
Total				\$87,061.08	\$0.00	\$87,061.08

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
4	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	98	\$24,357.31	\$0.00	\$24,357.31

Jan 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
4	BasicLicense	Basic License Bundle	78	\$8,077.68	\$0.00	\$8,077.68
4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	13	\$4,666.21	\$0.00	\$4,666.21
4	BWCamTAP	Body Worn Camera TAP Bundle	98	\$32,983.86	\$0.00	\$32,983.86
4	H00001	AB4 Camera Bundle	98	\$4,110.30	\$0.00	\$4,110.30
4	H00002	AB4 Multi Bay Dock Bundle	13	\$3,677.36	\$0.00	\$3,677.36
4	ProLicense	Pro License Bundle	21	\$9,188.36	\$0.00	\$9,188.36
Total				\$87,061.08	\$0.00	\$87,061.08

Jan 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
5	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	98	\$24,357.31	\$0.00	\$24,357.31
5	BasicLicense	Basic License Bundle	78	\$8,077.68	\$0.00	\$8,077.68
5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	13	\$4,666.21	\$0.00	\$4,666.21
5	BWCamTAP	Body Worn Camera TAP Bundle	98	\$32,983.86	\$0.00	\$32,983.86
5	H00001	AB4 Camera Bundle	98	\$4,110.30	\$0.00	\$4,110.30
5	H00002	AB4 Multi Bay Dock Bundle	13	\$3,677.36	\$0.00	\$3,677.36
5	ProLicense	Pro License Bundle	21	\$9,188.36	\$0.00	\$9,188.36
Total				\$87,061.08	\$0.00	\$87,061.08

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 648-21 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

11/1/2023





Date: 11/07/2023
Agenda Item #: 5. D.
Department: Police
Strategic Goal: Ensure strong relationship within the community and region
Staff Contact: Rodney Harrison, Police Chief

AGENDA ITEM:

Consider Action to Approve an **Agreement with LexisNexis Coplogic Solutions, Inc. for an Online Reporting System for the Police Department.**

DESCRIPTION:

Lexis Nexis is a national company that provides this online reporting service to many police agencies in Texas as well as around the country.

This contract will enable individuals to file police reports online from their home, or anywhere they can access a computer or smart device. The system will accept reports on minor criminal cases with no solvability, hit-and-run crashes, minor property damage crashes, fraud cases where the bank or insurance company requires a police report to be filed, and non-criminal complaints. This will eliminate the need for citizens to drive to the Police Department to meet with an officer to file a report or for an officer to be dispatched to someone's home to take a report, cutting down significantly on staff hours currently spent writing these reports.

BUDGET IMPACT:

Funding for this agreement is available in the General Fund operations budget.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Agreement - LexisNexis

LAW ENFORCEMENT AGREEMENT

This Law Enforcement Agreement (“**Agreement**”) is dated _____, 20____ (“**Effective Date**”) by and between LexisNexis Coplogic Solutions Inc., with its principal place of business at 1000 Alderman Drive, Alpharetta, Georgia 30005 (“**Provider**”), and Little Elm Police Department, with its principal place of operations at 88 W Eldorado Pkwy, Little Elm, TX 75068 (“**Agency**”). Provider and Agency may be referred to herein individually as a “**Party**” and collectively referred to as “**Parties**”.

1. SCOPE.

Provider as part of its business has developed several comprehensive products and services for law enforcement. Subject to the terms and conditions of this Agreement, Agency desires to order and Provider agrees to provide the various products and services contained herein (collectively referred to as the “**Services**”) as described in an applicable order to this Agreement (“**Order**”). The Parties acknowledge Agency is a law enforcement entity with responsibility for the documentation, retention, and management of information and reporting related to vehicle accidents, citations, and incidents occurring within its jurisdiction (as used within this Agreement, each documented event is a “**Report**”). “**Report**” shall also include any associated or supplemental information provided with the Report including Agency name, images and upload date, as applicable. The Parties further acknowledge that Provider acts on behalf of Agency to the extent it assists in carrying out Agency’s obligations to provide the public access to vehicle accident reports and Provider shall provide such access in accordance with the Federal Driver’s Privacy Protection Act, (18 U.S.C. § 2721 et seq.).

2. LICENSE AND RESTRICTIONS.

2.1. License Grant and License Restrictions. Upon execution of an applicable Order, Provider hereby grants to Agency a restricted, limited, revocable license to use the Services only as set forth in this Agreement and any applicable Order, and for no other purposes, subject to the restrictions and limitations set forth below:

- (a) Agency shall not use the Services for marketing or commercial solicitation purposes, resell, or broker the Services to any third-party or otherwise use the Services for any personal (non-law enforcement) purposes; and
- (b) Agency shall not access or use Services from outside the United States without Provider’s prior written approval; and
- (c) Agency shall not use the Services to create a competing product, provide data processing services to third parties, resell, or broker the Services to any third-party, or otherwise use the Services for any personal (non-law enforcement) purposes; and
- (d) Agency’s use of the Services hereunder will not knowingly violate any agreements to which Agency is bound; and
- (e) Agency shall not harvest, post, transmit, copy, modify, create derivative works from, tamper, distribute the Services, or in any way circumvent the navigational structure of the Services, including to upload or transmit any computer viruses, Trojan Horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of Services; and
- (f) Agency may not use the Services to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights or otherwise infringe on the rights of others; and
- (g) Agency shall not reveal any user accounts or passwords for the Services to any third parties (third parties shall not include Agency’s employees who have a need to know such information); and
- (h) Except as specifically set forth in an Order, Agency shall not permit any third party (third parties shall not include Agency’s employees who have a need to know such information) to view or use the Services, even if such third party is under contract to provide services to Agency; and
- (i) Agency shall comply with all laws, regulations, and rules which govern the use of the Services.

- 2.2. Other Restrictions.** In addition Provider may, at any time, impose restrictions and/or prohibitions on the Agency's use of the Services, or certain data or no longer offer certain functionalities or features that may be the result of a modification in Provider policy, a modification of third-party agreements, a modification in industry standards, a Security Event (defined below), a change in law or regulation, or the interpretation thereof, and/or an order from a Court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Upon written notification by Provider of such restrictions, Agency agrees to comply with such restrictions or, in the event that Agency is unable to comply, it shall notify Provider in writing of its inability to comply within ten (10) days after receipt of Provider's written notification. In that event, either Party may immediately terminate this Agreement by providing written notice thereof to the other Party without such termination constituting a breach of this Agreement. Provider shall be Agency's designated preferred provider of such Services as are mutually agreed to and defined hereunder, related to the handling of Agency's Reports.
- 2.3. Violation of License Terms and / or Restrictions.** Agency agrees that, if Provider determines or reasonably suspects that: (i) Agency is violating any license terms, restrictions, or other material provision of the Agreement; or (ii) Agency has experienced a Security Event (as herein defined), Provider may, at its sole option, take immediate action up to and including, without further obligation or liability of any kind, terminating Agency's account and the license to use the Services.

3. SUPPORT AND MAINTENANCE.

- 3.1. Ongoing Maintenance.** Provider will, from time-to-time issue and/or provide maintenance including bug fixes, enhancements, new features, or new functionality that are generally made available to customers along with any corresponding changes to documentation ("**Maintenance**"). Maintenance does not include work to custom code, customized configurations, or to unauthorized modifications of the Services. Any Provider assistance beyond standard Maintenance will be billed at Provider's then current pricing schedule, as agreed upon in advance by the Parties. Additionally, upon Agency's written notice of new or revised legislation, statutes, or ordinances requiring any Services to be updated, Provider shall update or modify the Services or particular form consistent with such new regulation within a reasonable time.
- 3.2. Support Services.** Provider will provide ongoing support services for problems, queries or requests for assistance ("**Support**") provided that all requests for Support must be made to Provider Monday through Friday from 8:00 AM ET to 8:00 PM ET at 1-888-949-3835. Provider will also provide after-hours Support including the ability to leave a message and receive a call back the following business day or sooner, if critical. In order to provide Support, Agency will provide all information reasonably required by Provider to identify the issue, including: an Agency point of contact (familiar with the Services and issue), description of issue, screenshots, the impact, and assist in Provider's efforts to reproduce the problem (as applicable). Provider will work to resolve problem with reasonable promptness for issues that are application or Services related (Provider is not responsible for resolving issues caused by Agency hardware). The Agency agrees to provide Provider with data transfers, as requested, remote access to the Services system, and with sufficient test time on the Agency's computer system to duplicate the problem, to certify that the problem is with the Services, and to certify that the problem has been corrected. If the problem cannot readily be resolved, Provider will attempt to identify a work around. Upon resolution of any issue, Provider shall notify the Agency of such resolution via email. The Parties agree that Provider is not obligated to ensure that its Services are compatible with outdated (exceeding 4 years from date of initial release) hardware, computer operating services or database engines.
- 3.3. On Site Support.** In response to written Agency requests for Provider to provide on-site routine non-emergency support, Provider shall produce a written estimate of the time required to provide the requested support and state any requirements, such as the presence of Agency staff or other resources or materials. Any on-site support provided by Provider shall only be invoiced by Provider or paid by Agency if the problem arose due to something other than a defect in the Services. The Agency shall reimburse Provider at the rate of two thousand five hundred (\$2,500.00) dollars per day for each Provider employee who provides any on-site support. This daily fee includes all Provider travel time and expenses.

4. FEES.

- 4.1. Fees due to Provider.** Any fees due to Provider for Services hereunder shall be specified in an Order ("**Fees**"). For any Order where Fees are specified, Provider will issue an invoice to Agency pursuant to the terms in the Order. Invoices shall be paid in full by Agency within thirty (30) days from invoice date. Provider may increase or decrease the Fee following the Initial Term (as defined in an applicable Order) by providing Agency no less than sixty (60) days written notice prior to the effective date of such pricing change. To the extent an interface or other technological development is required (outside of the

Service Features defined in the Order(s)) to enable an Agency designated third party (i.e., RMS Vendor) to receive Reports from Provider at Agency's request or to enable Provider to intake Agency Data, such cost shall not be borne by Provider.

4.1.1. Disputes. In the event Agency has a good faith dispute on all or a portion of an unpaid invoice ("**Dispute**"), Agency shall notify Provider in writing and follow the procedures set forth herein. In the event of a Dispute, Agency shall promptly, but in no case more than thirty (30) days from receipt of the invoice, notify Provider in writing pursuant to the notice provisions of this Agreement ("**Dispute Notice**"). Agency shall identify in writing the specific cause of the Dispute, the amount in dispute, and reasonable documentation supporting the Dispute. Invoices not disputed within ninety (90) days of the invoice date will be deemed valid and may not later be disputed. The Parties agree to use best efforts to resolve all Disputes promptly and in good faith. However, in the event the Parties are not able to resolve a Dispute within sixty (60) days from Provider's receipt of a Dispute Notice, Provider shall have the right to terminate this Agreement (including all Services) or the right to discontinue the applicable Service immediately, without such action constituting a breach or incurring any liability herein. All Fees not properly disputed or paid shall accrue interest at the rate of eighteen percent (18%) per annum. All Fees are calculated for payment made via ACH, Wire, or Agency check. Agency agrees that Fees exclude taxes (if applicable) or other cost incurred by Agency's RMS Vendor or other third parties and agrees such costs shall be passed on to Agency. Provider shall not be required to enter into a third-party relationship to obtain payment for the Service provided to Agency; however, should Provider elect to do so, Provider reserves the right to charge Agency additional fees for such accommodation.

4.2. Fees due to Agency. Using the process as herein defined, on behalf of Agency, Provider will collect and remit to Agency a fee for all Reports ("**Agency Fee**") purchased from the eCommerce portal set forth on the applicable Order, including but not limited to fees for purchases of Reports from that eCommerce portal by an Affiliate. On a monthly basis, Provider will electronically transfer to Agency's designated account, the total amount of applicable Agency Fee collected by Provider during the previous month. Provider will make available a monthly report to Agency identifying the number of Reports provided on its behalf via the LexisNexis® Command Center ("**Command Center**") administration portal and/or its successor.

4.2.1. No Agency Fee will be paid with respect to the following:

- (a) When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor (as defined in Section 5.2 of this Agreement), including Reports purchased before the applicable Order Effective Date, and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or
- (b) When one or more components of a Report (e.g., VIN number), rather than the Report in its entirety, is provided by Provider to an Authorized Requestor or an Affiliate of Provider; or
- (c) When a Report is acquired by an Affiliate of Provider from a source other than the eCommerce portal set forth on the applicable Order; or
- (d) When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Agreement shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased Reports. Agency acknowledges that all reports requested by Agency Requestors shall be provided free of charge.

4.3. Fees retained by Provider. Where permitted by law, Provider will charge a convenience fee for each Report provided to an Authorized Requestor ("**Convenience Fee**") which shall be retained by Provider. The Convenience Fee shall be established by Provider at its discretion, but in no event shall it exceed the amount Provider may legally charge an Authorized Requestor.

4.4. Product Enhancements. Should Agency request enhancements to Services outside of the standard Service Features set forth in a specific Order, Provider will provide Agency with a scope document, as part of the Change Control Process, reflecting the requested enhancement(s), cost, and schedule to complete such enhancement. Where Agency executes such scope document, the scope document shall comply with the terms and conditions set forth in this Agreement.

5. CONTRIBUTION/DISTRIBUTION.

5.1. Agency acknowledges and agrees that Provider has compiled certain databases of person data, vehicle data, and/or incident data contributed from other law enforcement agencies ("**Participating Agencies**") accessing certain of the Services. Agency

further acknowledges and agrees that such contribution data (a) is available only to Participating Agencies that have authorized the contribution and distribution of their data via such databases and (b) may be used solely for investigative and/or law enforcement purposes and for no other purpose whatsoever.

- 5.2. For Services that contemplate the sale of Reports, as more specifically described in an Order, Provider shall distribute Reports and/or specific data extracted from the Report to individuals or legal entities ("**Authorized Requestors**") and other authorized law enforcement entities ("**Agency Requestors**") in accordance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Nothing in this Agreement shall prohibit Provider's Affiliates (defined in Section 15.1, "Affiliates" below) from purchasing Reports from the ecommerce portal set forth in the Order, or from distributing previously purchased Reports and/or specific data extracted from the Report to Authorized Requestors or Agency Requestors in accordance with the terms of the Order and applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Nothing in this Agreement shall prohibit Affiliates from acquiring Reports from a source other than the ecommerce portal set forth in the Order.

6. TERMS AND TERMINATION.

- 6.1. Term. This Agreement shall commence upon the Effective Date and shall continue until terminated in accordance with this Agreement. Each Order shall set forth the specified term for the particular Service.

6.2. Termination.

6.2.1. Either Party may terminate this Agreement or any Order for cause if the other Party breaches a material obligation under the terms of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof from the non-breaching Party, provided, however, that if such material breach is of a nature that it cannot be cured, immediate termination shall be allowed. Failure to pay by either Party shall be considered a material default.

6.2.2. Either Party may elect to terminate this Agreement or any Order by providing written notice to the other of such intent, at least ninety (90) days prior to the end of the applicable Order term.

6.2.3. Provider may, upon six (6) months written notice to Agency, terminate any Service that will no longer be supported or offered by Provider. Provider will make reasonable efforts to transition Agency to a similar Service, if available. Further, Provider may at any time cease to provide Agency access to any portions of features of the Services thereof which Provider is no longer legally or contractually permitted to provide.

- 6.3. Effect of Termination. Upon termination of this Agreement, each Party shall be liable for payment to the other Party of all amounts due and payable for Services provided through the effective date of such termination. Upon receipt of Agency's written request after termination, Provider shall provide Agency with access to Reports provided by Agency under this Agreement and/or data provided through provision of the Services by Agency under an applicable Order so Agency may download and/or copy such information. Provider shall not be obligated to delete from its databases (or from other storage media) and/or return to Agency, Reports already provided to Provider by Agency, and shall be permitted to continue to maintain and distribute the Reports already in its possession to Authorized Requestors in compliance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider.

7. RELEVANT LAWS.

Each Party shall comply with all applicable federal, state, and local laws and regulations related to its performance hereunder, including:

- 7.1. Driver's Privacy Protection Act. Agency acknowledges that certain Services provided under this Agreement may include the provision of certain personal information data obtained from state Departments of Motor Vehicles ("**DMV Data**") and that such DMV Data may be governed by the Federal Driver's Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws ("**DPPA**"), and that Agency is required to comply with the DPPA, as applicable. Agency acknowledges and agrees that it may be required to certify its permissible use of DPPA or DMV Data at the time it requests information in connection with certain Services and will recertify upon request by Provider.

- 7.2. Fair Credit Reporting Act. The Services provided pursuant to this Agreement are not provided by “consumer reporting agencies” as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) (“**FCRA**”) and do not constitute “consumer reports” as that term is defined in the FCRA. Agency certifies that it will not use any of the information it receives through the Services in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other eligibility purpose that would qualify the information in as a consumer report.
- 7.3. Protected Health Information. Unless otherwise contemplated by an applicable Business Associate Agreement executed by the Parties, Agency will not provide Provider with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the Parties.
- 7.4. Social Security Numbers. Social Security Numbers may be available hereunder as part of Reports and/or related data provided from certain states. However, Agency shall not provide Social Security Numbers to Provider under any circumstances under this Agreement. Should Agency require more information on Social Security Numbers or its obligations in relation thereto, Agency should contact Provider Agency Service at 1-866-215-2771 for assistance.
- 7.5. Privacy Principles. Agency shall comply with the “Provider Data Privacy Principles” available at <http://www.lexisnexis.com/privacy/data-privacy-principles.aspx>, as updated from time to time. Provider shall notify Agency in writing in the event that material changes are made to the Provider Data Privacy Principles.
- 7.6. Security. Agency agrees to protect against the misuse and/or unauthorized access of the Services provided to Agency in accordance with this Agreement and as set forth in Exhibit A, attached hereto.

8. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY OWNERSHIP.

- 8.1. Definition. “**Confidential Information**” means all non-public information provided by the disclosing Party to the receiving Party hereunder, including, without limitation, all information related to technical, financial, strategies and related information, business information, computer programs, algorithms, know-how, processes, databases, systems, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined by applicable law) and other information (whether written or oral). Confidential Information does not include Reports and information related thereto. Confidential Information does not include information that was, at the time of the disclosure: (a) or becomes (through no improper action or inaction by the recipient) generally known to the public; (b) lawfully disclosed to recipient by a third-party and received in good faith and without any duty of confidentiality by the recipient or the third-party; (c) in recipient’s possession or known to it prior to receipt from discloser; or (d) independently developed by recipient; provided in each case that such forgoing information was not delivered to or obtained by recipient as a result of any breach of this Agreement.
- 8.2. Treatment of Confidential Information. Each Party agrees to protect the Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but not less than a reasonable standard of care and not to use the other Party’s Confidential Information other than as necessary to perform its obligations or as permitted under this Agreement. A Party shall not remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential Information.
- 8.3. Intellectual Property Ownership. Each Party retains all right, title, and interest under applicable contractual, copyright and related laws to their respective Confidential Information, including the right to use such information for all purposes permissible by applicable laws, rules, and regulations. Provider retains all rights (other than the limited license granted herein), title, interest, ownership and all intellectual property rights in the Services including any improvements or modifications thereto, and Agency shall use such information consistent with such right, title and interest and notify Provider of any threatened or actual infringement thereof. Agency shall not remove or obscure any copyright or other notices from the Services or materials provided hereunder.
- 8.4. Exception for Subpoenas and Court Orders. A Party may disclose Confidential Information solely to the extent required by subpoena, court order, the freedom of information act for the state which is applicable to the Agency (“**FOIA**”), or other governmental authority, provided that the receiving Party provides the disclosing Party prompt written notice of such subpoena, court order, FOIA request or other governmental authority so as to allow the disclosing Party an opportunity to obtain a protective order to prohibit or limit such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order, FOIA request or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information.

- 8.5. Duration. Each Party's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years after termination of this Agreement, provided however, that with respect to Trade Secrets, each Party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.
- 8.6. Return of Confidential Information. Upon the written request of a Party (and except as otherwise specifically set forth in an applicable Order), each Party shall return or destroy (and certify such destruction in a signed writing) any of the other Party's Confidential Information unless retention of such information is required by law, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider.
- 8.7. Injunctive Relief. In the event of a breach or a threatened breach of the confidentiality or privacy provisions of this Agreement, the non-breaching Party may have no adequate remedy in monetary damages and, accordingly, may seek an injunction against the breaching Party.
- 8.8. Other. During the term of this Agreement and subject to approval by Agency, Agency agrees to serve as a reference for the Services, which may include (i) reference calls with mutually acceptable prospects; (ii) a published "success story" describing the partnership with Provider; (iii) the use of Agency's name in Provider marketing activities; or (iv) a favorable reference of Provider to an industry analyst or at an industry conference.

9. PROVIDER AUDIT RIGHTS.

Agency understands and agrees that, in order to ensure Agency's compliance with the Agreement, as well as with applicable laws, regulations and rules, Provider's obligations under its contracts with its data providers, and Provider's internal policies, Provider may conduct periodic reviews of Agency's use of the Services and may, upon reasonable notice, audit Agency's records, processes and procedures related to Agency's use, storage and disposal of the Services and information received therefrom. Agency agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by Provider will be subject to immediate action including, but not limited to, invoicing for any applicable fees (if Services are based on number of users and Agency's use exceeds licenses granted), suspension or termination of the license to use the Services, legal action, and/or referral to federal or state regulatory agencies.

10. REPRESENTATIONS AND WARRANTIES.

Agency represents and warrants to Provider that Agency is fully authorized to disclose Reports, information, and related data or images to Provider in accordance with this Agreement and to grant Provider the rights to provide the Services as described herein. Where redaction of Reports is required prior to provision to Provider, Agency represents and warrants it will redact applicable Reports consistent with all laws and regulations. In performing their respective obligations under this Agreement, each Party agrees to use any data and provide any Services, in strict conformance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider and consistent with the terms of this Agreement.

11. LIMITATION OF WARRANTY.

FOR PURPOSES OF THIS SECTION, "**PROVIDER**" INCLUDES PROVIDER AND ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, AND DATA PROVIDERS. THE SERVICES PROVIDED BY PROVIDER ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ITS ACCURACY OR PERFORMANCE INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ORIGINALITY, OR OTHERWISE, OF ANY SERVICES, SYSTEMS, EQUIPMENT OR MATERIALS PROVIDED HEREUNDER.

12. LIMITATION OF LIABILITY.

To the extent permitted by applicable law, Provider's entire liability for any claims(s) resulting from its acts or omissions, including, but not limited to negligence claims under this Agreement shall not exceed the total amount of Fees actually received by Provider from Agency (excluding pass through or out of pocket expenses) for the specific Services from which liability arises during the twelve (12) month period immediately preceding the event first giving rise to such liability, and if not yet in the twelfth (12th) month of this Agreement, for the period leading up to such event. To the extent the relevant Services are made available at no cost to Agency, then in no event shall Provider's liability to Agency under this Agreement exceed one hundred dollars (\$100.00) in the aggregate. This limitation of liability will not apply to any claims, actions, damages, liabilities or fines relating to or arising

from Provider's gross negligence or willful misconduct. In no event shall Provider be liable for any indirect, special, incidental, or consequential damages in connection with this Agreement or the performance or failure to perform hereunder, even if advised of the possibility of such damages.

13. FORCE MAJEURE.

Neither Party will be liable for any delay or failure to perform its obligations hereunder due to causes beyond its reasonable control, including but not limited to natural disaster, pandemic, casualty, act of God or public enemy, riot, terrorism, or governmental act; provided, however, that such Party will not have contributed in any way to such event. If the delay or failure continues beyond thirty (30) calendar days, either Party may terminate this Agreement or any impacted Order with no further liability, except that Agency will be obligated to pay Provider for the Services provided under this Agreement prior to the effective date of such termination.

14. NOTICES.

All notices, requests, demands or other communications under this Agreement shall be in writing to the address set forth in the opening paragraph and shall be deemed to have been duly given: (i) on the date of service if served personally on the Party to whom notice is to be given; (ii) on the day after delivery to a commercial or postal overnight carrier service; or (iii) on the fifth day after mailing, if mailed to the Party to whom such notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed. Any Party hereto may change its address for the purpose of this section by giving the other Party timely, written notice of its new address in the manner set forth above.

15. MISCELLANEOUS.

15.1. Affiliates. For purposes of this Agreement, "**Affiliate**" means any corporation, firm, partnership or other entity that directly or indirectly controls, or is controlled by, or is under common control with Provider. Affiliates shall not be bound by the terms and conditions of this Agreement with respect to the provision of their applicable Services hereunder and nothing in this Agreement shall prevent or limit Affiliates from offering previously purchased Reports or data extracted from Reports for sale.

15.2. Independent Contractor/No Agency. Each Party acknowledges that it has no authority to bind or otherwise obligate the other Party.

15.3. Assignment. Neither Party shall assign this Agreement in whole or in part without the prior written consent of the other Party, and any such attempted assignment contrary to the foregoing shall be void. Notwithstanding the foregoing, an assignment by operation of law, as a result of a merger or consolidation of a Party, does not require the consent of the other Party. This Agreement will be binding upon the Parties' respective successors and assigns.

15.4. Headings, Interpretation, and Severability. The headings in this Agreement are inserted for reference only and are not intended to affect the meaning or interpretation of this Agreement. The language of this Agreement shall not be construed against either Party. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

15.5. Waiver; Remedies Non-Exclusive. No failure or delay on the part of any Party in exercising any right or remedy provided in this Agreement will operate as a waiver thereof. Unless otherwise provided herein, any remedy will be cumulative to any other right or remedy available at law or in equity.

15.6. Survival. Sections 2-4, 7-12, and 14 shall survive the termination or rescission of this Agreement.

15.7. Provider Shared Facilities. Provider may utilize facilities located outside the United States to provide support or the Services under this Agreement, and if such centers are utilized, they shall be under the control of Provider and subject to all Provider policies that govern data access, protection and transport in the United States.

15.8. Entire Agreement. This Agreement represents the entire Agreement of the Parties and supersedes all previous and contemporaneous communications or agreements regarding the subject matter hereto. Agency by its signature below hereby certifies that Agency agrees to be bound by the terms and conditions of this Agreement including those terms and conditions posted on web pages specifically set forth herein or contained with any software provided under this Agreement, as may be updated from time to time. Any additional terms or conditions contained in purchase orders or other forms are expressly rejected by Provider and shall not be binding. Acceptance or non-rejection of purchase orders or other forms

containing such terms; Provider's continuation of providing Products or Services; or any other inaction by Provider shall not constitute Provider's consent to or acceptance of any additional or different terms from that stated in this Agreement. This Agreement may only be modified by a written document signed by both Parties.

15.9. Governing Law. This Agreement shall be governed by and construed in accordance with the state or federal law(s) applicable to such Agency, irrespective of conflicts of law principles.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized representatives as of the Effective Date.

Agency: **Little Elm Police Department**

Provider: **LexisNexis Coplogic Solutions Inc.**

Signature: _____

Signature: _____

Print Name: _____

Print Name: William S. Madison

Title: _____

Title: Executive Vice President

Date: _____

Date: _____

EXHIBIT A - SECURITY AND NOTIFICATION REQUIREMENTS

1. Data Protection. Agency shall take appropriate measures to protect against the misuse and unauthorized access through or to Agency's (i) credentials ("**Account IDs**") used to access the Services; or (ii) corresponding passwords, whether by Agency or any third party; or (iii) the Services and/or information derived therefrom. Agency shall manage identification, use, and access control to all Account IDs in an appropriately secure manner and shall promptly deactivate any Account IDs when no longer needed or where access presents a security risk. Agency shall implement its own appropriate program for Account ID management and shall use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to Agency by Provider from time to time in writing.
2. Agency's Information Security Program. Agency shall implement and document appropriate policies and procedures covering the administrative, physical and technical safeguards in place and relevant to the access, use, storage, destruction, and control of information which are measured against objective standards and controls ("**Agency's Information Security Program**"). Agency's Information Security Program shall: (1) account for known and reasonably anticipated threats and Agency shall monitor for new threats on an ongoing basis; and (2) meet or exceed industry best practices. Agency will promptly remediate any deficiencies identified in Agency's Information Security Program. Agency shall not allow the transfer of any personally identifiable information received from Provider across any national borders outside the United States without the prior written consent of Provider.
3. Agency Security Event. In the event Agency learns or has reason to believe that Account IDs, the Services, or any information related thereto have been misused, disclosed, or accessed in an unauthorized manner or by an unauthorized person (an "**Agency Security Event**") Agency shall:
 - (a) provide immediate written notice to:
 - (i) the Information Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005; or
 - (ii) via email to (security.investigations@lexisnexis.com); or
 - (iii) by phone at (1-888-872-5375) with a written notification to follow within twenty-four (24) hours; and
 - (b) promptly investigate the situation; and
 - (c) obtain written consent from Provider, not to be unreasonably withheld, prior to disclosing Provider or the Services to any third party in connection with the Agency Security Event; and
 - (d) if required by law, or in Provider's discretion, Agency shall:
 - (i) notify the individuals whose information was disclosed that an Agency Security Event has occurred; and
 - (ii) be responsible for all legal and regulatory obligations including any associated costs which may arise in connection with the Agency Security Event; and
 - (e) remain solely liable for all costs and claims that may arise from the Agency Security Event, including, but not limited to: litigation (including attorney's fees); reimbursement sought by individuals (including costs for credit monitoring and other losses alleged to be in connection with such Agency Security Event); and
 - (f) provide all proposed third party notification materials to Provider for review and approval prior to distribution.

In the event of an Agency Security Event, Provider may, in its sole discretion, take immediate action, including suspension or termination of Agency's account, without further obligation or liability of any kind.



Date: 11/07/2023
Agenda Item #: 5. E.
Department: Finance
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to Approve the **Quarterly Investment Report for the Period ending September 30, 2023.**

DESCRIPTION:

The purpose of this item is to provide Town Council an overview of the Town's cash and invested balances for the fiscal period ending September 30, 2023.

BUDGET IMPACT:

Interest earnings for the fourth and final quarter of the Fiscal Year 2022-2023 was \$1,927,812 for the reporting period of July to September 2023 with the year-do-date total earnings of **\$6,526,924.**

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Staff Memo-4th Qtr Investment Report
Quarterly Investment Report-Q4 FY 2023

MEMORANDUM

TO: MATTHEW MUELLER, TOWN MANAGER
FROM: KELLY WILSON, CHIEF FINANCIAL OFFICER
SUBJECT: INVESTMENT REPORT FOR QUARTER ENDING SEPTEMBER 30, 2023
CC: MAYOR AND COUNCIL

Attached is the Quarterly Investment Report for the first quarter ending September 30, 2023 Fiscal Year 2022-2023. This report complies with the requirements of the Town's Investment Policy and the Public Fund's Investment Act as amended. For the period ending September 30, 2023, the Town's portfolio consisted of the following investments:

Portfolio by Type	Average Yield	Total Invested	Percent of Total
Money Market - Independent Financial	5.64%	\$70,222,239.01	46.06%
TexPool/TexPool Prime/LOGIC Prime	5.40%	37,862,267.48	24.83%
Certificate of Deposit	4.89%	12,117,406.86	7.99%
US Treasury Notes	4.43%	9,697,075.00	6.56%
US Agency Bonds	3.73%	21,883,372.20	14.57%
Total Portfolio (Avg)	4.82%	\$151,782,360.55	100.00%

The Town has been actively diversifying the investment portfolio in order to minimize risk of over 50% of funds in one portfolio type as well as capturing a better yield. As interest rates are following the federal government increasing rates, the Town is actively participating in other higher yield investments. All Funds on deposit with Independent Financial are fully secured and safeguarded as well as collateralized. Total interest earned for the fourth quarter ending September 30, 2023 was \$1,927,812. The Town's year-to-date interest earnings for Fiscal Year 2022-2023 reflects \$6,526,924.

Total cash and investments for the period ending September 30, 2023 was \$151,782,360.55. The variance decrease of \$12,710,895.72 from the last quarterly investment report is primarily due to Town's operating and capital expenditures but there has also been an impact with the market value changes. The cash flow is important for Finance to monitor in order to provide cash availability for expenditures while minimizing risk, preventing early redemptions of investments, and maximizing interest earnings.

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

The total portfolio yield fiscal year-to-date is 4.82%. While some benchmarks to reference the US Treasury T-bill rates for 3 months is 5.55%; 1 year is 5.46%; and a 2 year is 5.03% as of the date of this report. The

FINANCE DEPARTMENT
QUARTERLY INVESTMENT REPORT

Town's portfolio yield at the time of this report does not exceed the 3-month benchmark but will continue to improve as we continue to invest in safe investments outlined in the Town's investment policy.

2023 Q4 Economic Recap and Rate Outlook

The headline consumer price index (CPI) rose +0.4% in September, down from +0.6% in August but above the +0.3% median forecast. The annual CPI rate, expected to be slightly lower in September, actually held steady at +3.7%. The primary culprits last month were an unanticipated increase in housing costs and higher gasoline prices.

Core CPI (Ex food and energy) rose +0.3% for the second straight month, matching expectations. On a year-over-year basis, core CPI declined from +4.3% to +4.1%.

Overall shelter costs were up +0.6%, halting a cooling trend with a higher-than expected gain in September. Housing costs (which fall into the service category) accounted for more than half of the annual headline increase and 70% of the core advance. Overall food prices increased by +0.4% last month, but the food at home sub-category (groceries) was up by just +0.1%.

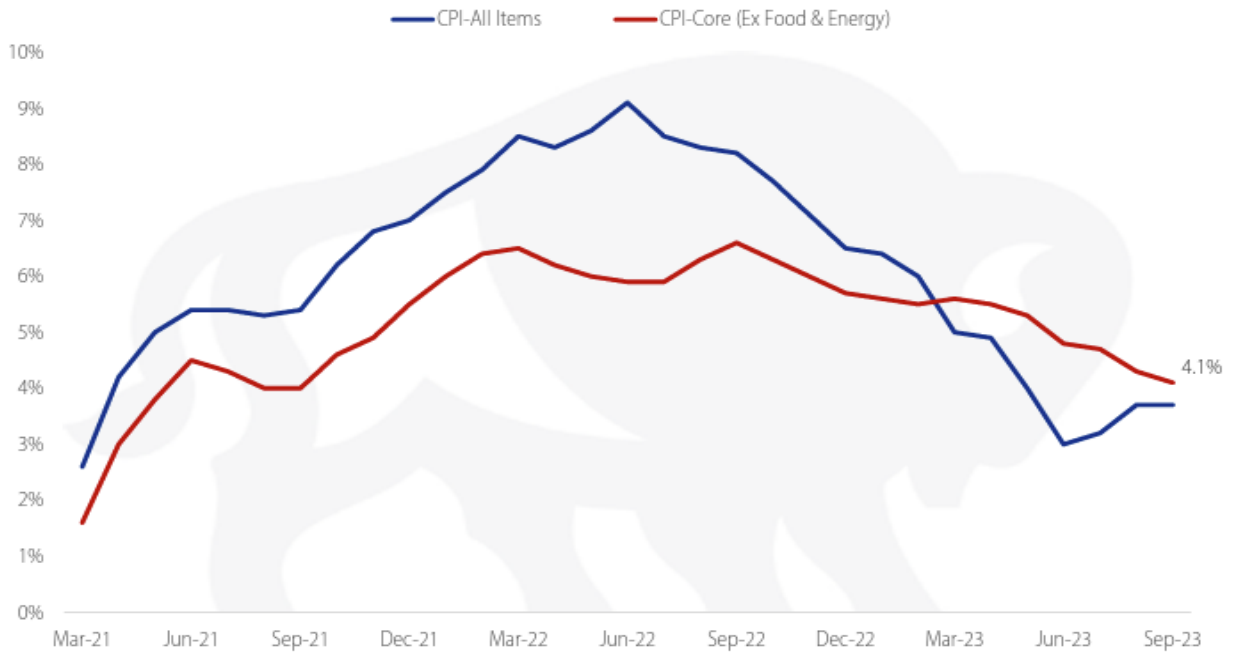
New vehicle prices rose +0.3%, while used vehicle prices fell -2.5% and are now -8% lower on an annual basis. Auto insurance rose +1.3% in September after a +2.4% August jump, but are still up almost +19% from a year ago.

The CPI "supercore", a recent addition to the report and a Fed focus point, jumped +0.6% last month. This measure of core service prices excluding shelter, was the highest in a year.

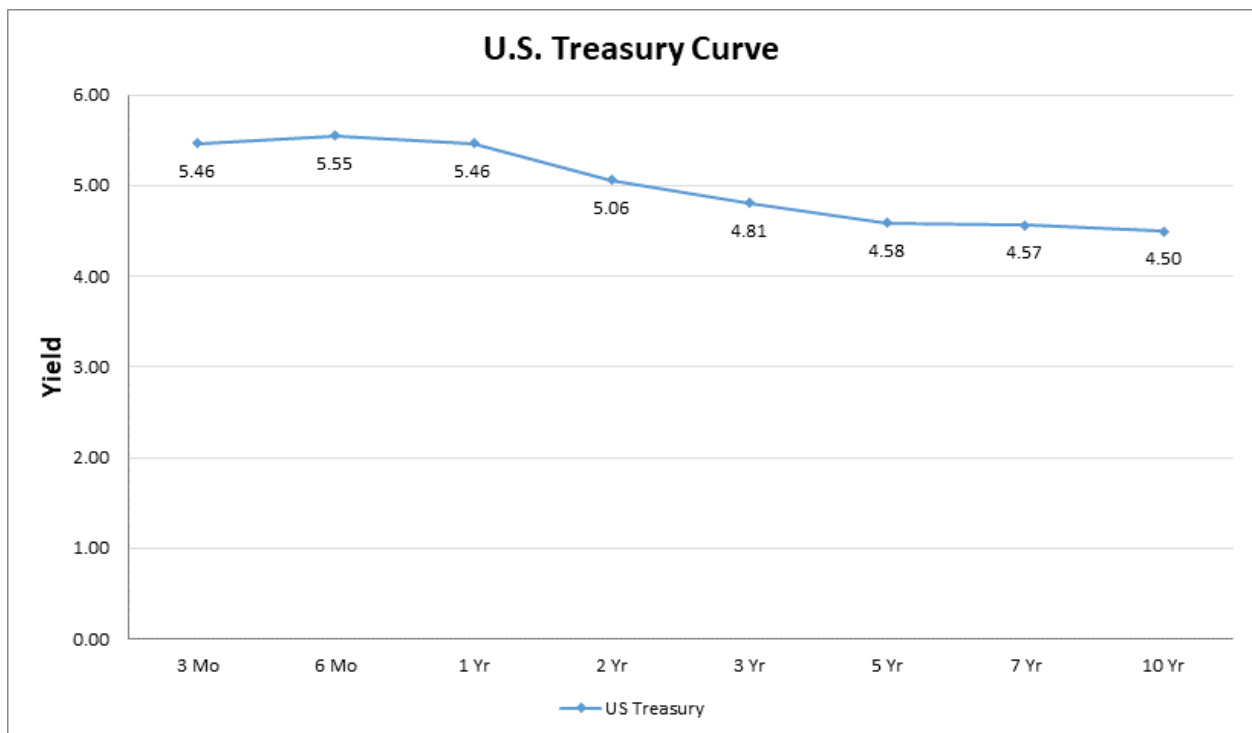
The entire yield curve has sold off in early trading as the expectation for another Fed rate hike rises slightly. The futures market is currently indicating a 12% possibility of a quarter point increase on November 1st, up from 8%, and a 45% possibility of an increase sometime between now and the January meeting.

FINANCE DEPARTMENT
QUARTERLY INVESTMENT REPORT

Consumer Price Index (Year-over-Year Percent Change)



Source: Bureau of Labor Statistics



FINANCE DEPARTMENT
QUARTERLY INVESTMENT REPORT



Quarterly Investment Report

For the Quarter Ended

September 30, 2023

Prepared by the Town of Little Elm Finance Department

Overview of the Quarterly Investment Report

Funds on deposit with depository bank are fully collateralized.

- **YTD Cash and Investments on hand: \$151,782,360.55**
 - 46.06% in depository bank
 - 24.83% invested in Pools
 - 7.99% invested in CDs
 - 6.56% invested in US Treasury Notes
 - 14.57% invested in US Agency Bonds
- **Interest Earnings**
 - \$6,526,924 YTD
 - \$1,927,812 July-September 2023
- **Average Yield on Portfolio**
 - 4.82% YTD
 - 4.46% at end of 3rd Quarter – FY 2022-2023
- **Average Yield Benchmarks**
 - 5.55% Three Month Rolling Treasury Yield
 - 5.46% One Year Rolling Treasury Yield
 - 5.40% TexPool/Logic Average Yield
- **Certification of Investment Policy (Government Treasurers' Organization of Texas)**
 - Awarded for 2-year period ending March 31, 2024
 - Town has obtained re-certification

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

Kelly Wilson

Kelly Wilson, Chief Financial Officer

Betty Pamplin

Betty Pamplin, Assistant Director of Finance

TOWN OF LITTLE ELM

Investment Portfolio Summary

Quarter Ending 9/30/2023



PERFORMANCE		6/30/2023	9/30/2023
Yield to Maturity @ Cost		4.46%	4.82%
TREASURY			
3 Month		5.17%	5.55%
1 Year		5.13%	5.46%
2 Year		5.10%	5.03%

Investment Policy Compliance

Authorized Investments	Compliance
Certificate of Deposit Negotiable	Yes
Commercial Paper	Yes
Guaranteed Investment Contracts	Yes
Local Government Investment Pools	Yes
Municipal Bonds Texas	Yes
Municipal United States	Yes
Mutual Funds	Yes
Repurchase Agreements	Yes
US Agency	Yes
US Treasury	Yes
Days	Compliance
Maturity Range not to exceed 5 Years	156
	Yes

MISSION

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

The Town of Little Elm, Texas, is in full compliance with the investment policy and strategy, and the Public Funds Investment Act | Chapter 2256.005 (n), Government Code, Section 404.024.

Kelly Wilson

Kelly Wilson, Chief Finance Officer

Betty Pamplin

Betty Pamplin, Assistant Director of Finance

TOWN OF LITTLE ELM

Investment Portfolio Summary

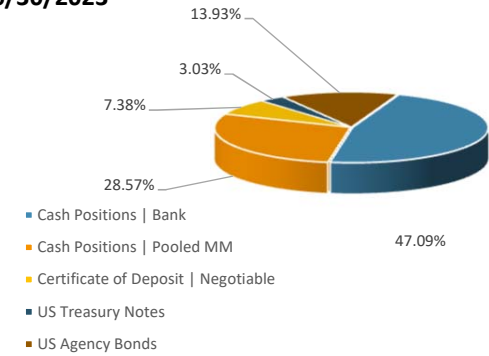
Quarter Ending 9/30/2023



Investment Policy Compliance

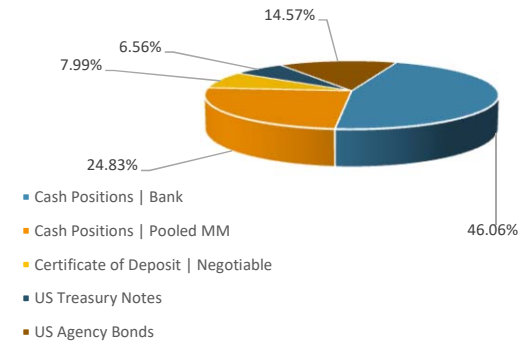
Asset Category	% of Portfolio	YTM @Cost	Days to Maturity	Par Value	Book Value	Market Value
Cash Positions Bank	47.09%	5.37	1	77,743,695.76	77,743,695.76	77,743,695.76
Cash Positions Pooled MM	28.57%	5.12	1	47,174,229.79	47,174,229.79	47,174,229.79
Certificate of Deposit Negotiable	7.38%	4.80	395	12,180,000.00	12,180,000.00	12,119,055.72
US Treasury Notes	3.03%	3.41	351	5,000,000.00	4,927,222.83	4,839,350.00
US Agency Bonds	13.93%	3.60	166	23,000,000.00	22,881,945.83	22,616,925.00
	100.00%	4.46%	183	165,097,925.55	164,907,094.21	164,493,256.27

6/30/2023



Asset Category	% of Portfolio	YTM @Cost	Days to Maturity	Par Value	Book Value	Market Value
Cash Positions Bank	46.06%	5.64	1	70,222,239.01	70,222,239.01	70,222,239.01
Cash Positions Pooled MM	24.83%	5.40	1	37,862,267.48	37,862,267.48	37,862,267.48
Certificate of Deposit Negotiable	7.99%	4.89	323	12,180,000.00	12,180,000.00	12,117,406.86
US Treasury Notes	6.56%	4.43	286	10,000,000.00	9,759,397.54	9,697,075.00
US Agency Bonds	14.57%	3.73	171	22,210,000.00	22,041,189.94	21,883,372.20
	100.00%	4.82%	156	152,474,506.49	152,065,093.97	151,782,360.55

9/30/2023



Investment Policy Compliance

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

Days	Compliance
Maturity Range not to exceed 5 Years	156 Yes

Town of Little Elm
Portfolio Holdings
Investment Portfolio - by Asset Category
As of 9/30/2023

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
Cash Positions Bank Investments											
Independent Bank Pooled Cash MM	MM5236	09/30/2023	5.640	66,626,639.09	66,626,639.09	66,626,639.09	66,626,639.09	N/A	1	0	43.81%
Independent Bank Section 125 MM	MM3949	09/30/2023	5.640	26,187.77	26,187.77	26,187.77	26,187.77	N/A	1	0	0.02%
Independent Bank Dispersal Funds MM	MM3595	09/30/2023	5.640	4,106.13	4,106.13	4,106.13	4,106.13	N/A	1	0	0.00%
Independent Bank American Recovery Act MM	MM7177	09/30/2023	5.640	1,059,413.32	1,059,413.32	1,059,413.32	1,059,413.32	N/A	1	0	0.70%
Independent Bank CIP Reserve MM	MM7607	09/30/2023	5.640	2,505,787.13	2,505,787.13	2,505,787.13	2,505,787.13	N/A	1	0	1.65%
Independent Bank Emergicon MM	MM7737	09/30/2023	5.630	105.57	105.57	105.57	105.57	N/A	1	0	0.00%
Sub Total / Average Cash Positions Bank Investments			5.638	70,222,239.01	70,222,239.01	70,222,239.01	70,222,239.01		1	0.00	46.18%
Cash Positions MM Pool Investments											
TexPool Consolidated Ops LGIP	LGIP449	09/30/2023	5.250	7,918,896.25	7,918,896.25	7,918,896.25	7,918,896.25	N/A	1	0	5.21%
TexPool Prime Consolidated Ops LGIP	LGIP590	09/30/2023	5.491	7,676,195.69	7,676,195.69	7,676,195.69	7,676,195.69	N/A	1	0	5.05%
LOGIC Prime 2021 CO Bond LGIP	LGIP6001	09/30/2023	5.429	12,237,282.53	12,237,282.53	12,237,282.53	12,237,282.53	N/A	1	0	8.05%
LOGIC Prime 2022 CO Bond LGIP	LGIP6002	09/30/2023	5.429	10,029,893.01	10,029,893.01	10,029,893.01	10,029,893.01	N/A	1	0	6.60%
Sub Total / Average Cash Positions MM Pool Investments			5.400	37,862,267.48	37,862,267.48	37,862,267.48	37,862,267.48		1	0.00	24.90%
Certificate of Deposit Negotiable											
Ally Bank Sandy Utah	02007GUA9	06/27/2022	2.850	240,000.00	240,000.00	240,000.00	238,420.80	12/29/2023	90	1,724.05	0.16%
Bank Hapoalim BM New York	06251S4G2	06/27/2022	3.000	240,000.00	240,000.00	240,000.00	238,509.60	12/29/2023	90	1,814.79	0.16%
Jeanne D Arc Federal Credit Union	472207AB5	06/27/2022	3.200	240,000.00	240,000.00	240,000.00	235,905.60	06/28/2024	272	0.00	0.16%
American Express National Bank	02589AD41	06/27/2022	3.300	240,000.00	240,000.00	240,000.00	235,934.40	07/01/2024	275	2,017.97	0.16%
Essential Federal Credit Union	29669XAL2	09/30/2022	4.250	240,000.00	240,000.00	240,000.00	238,557.60	04/01/2024	184	0.00	0.16%
Sallie Mae Bank	795451BP7	07/06/2022	3.300	240,000.00	240,000.00	240,000.00	235,804.80	07/08/2024	282	1,866.08	0.16%
Vystar Credit Union	92891CCN0	09/30/2022	4.350	240,000.00	240,000.00	240,000.00	234,420.00	09/30/2025	731	829.48	0.16%
Goldman Sachs Bank	38150VDM8	01/06/2023	3.000	240,000.00	240,000.00	240,000.00	238,372.80	01/08/2024	100	1,696.44	0.16%
Farmers Insurance Group FCU	30960QAM9	01/18/2023	5.000	240,000.00	240,000.00	240,000.00	239,676.00	01/18/2024	110	394.52	0.16%
Uncle CU	90307LAA2	01/17/2023	4.850	240,000.00	240,000.00	240,000.00	239,572.80	01/17/2024	109	414.58	0.16%
Bankwell Bank	06654BER8	03/15/2023	5.300	240,000.00	240,000.00	240,000.00	239,661.60	03/15/2024	167	6,935.01	0.16%
Santander Bank, N.A.	80280JVQ1	03/17/2023	5.250	237,000.00	237,000.00	237,000.00	236,616.06	03/15/2024	167	6,715.54	0.16%
United Heritage CU	91334AAM5	03/21/2023	5.200	240,000.00	240,000.00	240,000.00	239,887.20	03/21/2024	173	0.00	0.16%
Banescos USA	05988ACD2	03/22/2023	5.250	240,000.00	240,000.00	240,000.00	239,772.00	03/22/2024	174	276.16	0.16%
Grow Financial FCU	39981MAC6	03/24/2023	5.350	240,000.00	240,000.00	240,000.00	239,884.80	03/25/2024	177	211.07	0.16%
State Bank of India	856285Y39	03/23/2023	5.300	240,000.00	240,000.00	240,000.00	239,642.40	05/23/2024	236	243.95	0.16%
Synovus Bank	87164DVT4	03/16/2023	5.200	240,000.00	240,000.00	240,000.00	238,908.00	09/16/2024	352	478.68	0.16%
Berkshire Bank	084601YR8	03/17/2023	5.200	240,000.00	240,000.00	240,000.00	238,903.20	09/17/2024	353	444.49	0.16%
Wells Fargo Bank, National Association	949764AK0	03/17/2023	5.250	240,000.00	240,000.00	240,000.00	239,013.60	09/17/2024	353	448.77	0.16%
First Technology FCU	33715LET3	03/24/2023	5.350	240,000.00	240,000.00	240,000.00	239,208.00	09/24/2024	360	211.07	0.16%
M&T Bank	564759SC3	03/17/2023	5.250	240,000.00	240,000.00	240,000.00	238,675.20	03/17/2025	534	448.77	0.16%
Morgan Stanley Bank, National Association	61690U3A6	03/16/2023	5.250	240,000.00	240,000.00	240,000.00	238,675.20	03/17/2025	534	483.29	0.16%
Morgan Stanley Private Bank, National Association	61768EQP1	03/16/2023	5.250	240,000.00	240,000.00	240,000.00	238,675.20	03/17/2025	534	483.29	0.16%
University CU	914242AB8	03/17/2023	5.150	240,000.00	240,000.00	240,000.00	238,332.00	03/17/2025	534	440.22	0.16%
Westmark CU	960576AB2	03/17/2023	5.250	240,000.00	240,000.00	240,000.00	238,670.40	03/17/2025	534	448.77	0.16%
One Community Bank	682325DE2	03/21/2023	5.150	240,000.00	240,000.00	240,000.00	238,324.80	03/21/2025	538	304.77	0.16%
BMW Bank of North America	05580AX58	03/17/2023	5.100	240,000.00	240,000.00	240,000.00	237,852.00	09/17/2025	718	435.95	0.16%
Signature Bank of Arkansas	82669LKF9	03/24/2023	5.100	240,000.00	240,000.00	240,000.00	237,830.40	09/24/2025	725	201.21	0.16%
Affinity Plus FCU	00833AAC4	03/20/2023	5.050	240,000.00	240,000.00	240,000.00	237,556.80	03/20/2026	902	332.05	0.16%

Town of Little Elm
Portfolio Holdings
Investment Portfolio - by Asset Category
As of 9/30/2023

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
Truliant FCU	89789AAH0	03/22/2023	5.150	240,000.00	240,000.00	240,000.00	238,113.60	03/23/2026	905	270.90	0.16%
Assemblies of God CU	044936AC6	05/17/2023	5.150	237,000.00	237,000.00	237,000.00	236,438.31	05/16/2024	229	434.72	0.16%
BOKF, National Association	05572YGS5	05/24/2023	5.150	237,000.00	237,000.00	237,000.00	236,253.45	05/23/2024	236	4,313.72	0.16%
Charles Schwab Bank, SSB	15987UBS6	05/18/2023	5.150	237,000.00	237,000.00	237,000.00	236,338.77	06/04/2024	248	4,514.36	0.16%
Credit Union of Texas	22551KAX0	05/24/2023	5.150	237,000.00	237,000.00	237,000.00	236,405.13	05/23/2024	236	969.75	0.16%
Discover Bank	2546734X1	05/17/2023	5.050	237,000.00	237,000.00	237,000.00	236,142.06	05/16/2024	229	4,459.50	0.16%
First Foundation Bank	32026UN85	05/19/2023	5.100	237,000.00	237,000.00	237,000.00	236,210.79	05/17/2024	230	4,437.42	0.16%
Raiz FCU El Paso Texas	75102EAN8	05/24/2023	5.200	237,000.00	237,000.00	237,000.00	236,476.23	05/24/2024	237	202.59	0.16%
HTLF Bank	40442NCS8	05/15/2023	5.100	237,000.00	237,000.00	237,000.00	236,222.64	05/14/2024	227	4,569.88	0.16%
Idaho First Bank	451245AN4	05/19/2023	5.050	237,000.00	237,000.00	237,000.00	236,137.32	05/17/2024	230	4,393.92	0.16%
Local Government FCU	53955LAC1	05/17/2023	5.150	237,000.00	237,000.00	237,000.00	236,433.57	05/17/2024	230	434.72	0.16%
Northeast Community Bank	664122BC1	05/15/2023	5.100	237,000.00	237,000.00	237,000.00	236,222.64	05/14/2024	227	4,569.88	0.16%
Parkway Bank and Trust Company	70153RLU0	05/26/2023	5.100	237,000.00	237,000.00	237,000.00	236,177.61	05/24/2024	237	4,205.61	0.16%
Sunflower Bank, National Association	867352AP1	05/17/2023	5.100	237,000.00	237,000.00	237,000.00	236,213.16	05/16/2024	229	4,503.65	0.16%
TowneBank	89214PDT3	05/17/2023	5.100	237,000.00	237,000.00	237,000.00	236,213.16	05/16/2024	229	4,503.65	0.16%
US Bank National Association	90354KBR8	05/17/2023	5.100	237,000.00	237,000.00	237,000.00	236,213.16	05/16/2024	229	4,503.65	0.16%
Veritex Community Bank	923450FB1	05/22/2023	5.100	237,000.00	237,000.00	237,000.00	236,341.14	05/22/2024	235	264.92	0.16%
Washington Federal Bank	938828CQ1	05/23/2023	5.100	237,000.00	237,000.00	237,000.00	236,184.72	05/22/2024	235	4,304.96	0.16%
WebBank	947547WE1	05/15/2023	5.100	237,000.00	237,000.00	237,000.00	236,222.64	05/14/2024	227	4,569.88	0.16%
Zions Bancorporation, N.A.	98970LEQ2	05/16/2023	5.100	237,000.00	237,000.00	237,000.00	236,217.90	05/15/2024	228	4,536.76	0.16%
BluePeak Credit Union	09644EAF9	08/15/2023	5.550	240,000.00	240,000.00	240,000.00	239,788.80	08/15/2024	320	547.40	0.16%
Charter Oak Federal Credit Union	16124MAA6	08/16/2023	5.400	240,000.00	240,000.00	240,000.00	239,176.80	02/18/2025	507	1,597.81	0.16%
Sub Total / Average Certificate of Deposit Negotiable			4.893	12,180,000.00	12,180,000.00	12,180,000.00	12,117,406.86		323	97,410.62	8.01%
US Treasury Notes											
US T-Note	9128286R6	3/25/2022	2.238	2,500,000.00	2,500,585.94	2,523,117.02	2,454,000.00	4/30/2024	213	23,386.55	1.66%
US T-Note	912828Y87	12/7/2022	4.578	2,500,000.00	2,404,105.81	2,404,105.81	2,424,525.00	7/31/2024	305	7,252.04	1.58%
US T-Note	912828XX3	9/29/2023	5.445	2,500,000.00	2,449,589.13	2,449,589.13	2,436,125.00	6/30/2024	274	12,500.00	1.61%
US T-Note	91282CCX7	9/28/2023	5.471	2,500,000.00	2,382,585.58	2,382,585.58	2,382,425.00	9/15/2024	351	386.33	1.57%
Sub Total / Average US Treasury Notes			4.433	10,000,000.00	9,736,866.46	9,759,397.54	9,697,075.00		286	43,524.92	6.42%
US Agency Bonds											
FHLB	3130APQN8	11/22/2021	0.625	5,000,000.00	5,000,000.00	5,000,000.00	4,965,600.00	11/22/2023	53	11,111.11	3.29%
FHLB	3130AQQT3	2/23/2022	1.100	8,000,000.00	8,000,000.00	8,000,000.00	7,860,960.00	2/23/2024	146	9,044.44	5.26%
FHLB	3130AU5T7	12/9/2022	4.802	2,500,000.00	2,499,450.00	2,499,450.00	2,490,400.00	4/9/2024	192	56,762.50	1.64%
FHLB	3130AVWX6	5/15/2023	5.100	2,500,000.00	2,499,250.00	2,499,250.00	2,495,325.00	2/15/2024	138	15,937.50	1.64%
FHLB	313384WJ4	8/11/2023	5.389	2,500,000.00	2,405,301.74	2,405,301.74	2,426,375.00	5/3/2024	216	0.00	1.58%
FHLB	3130ALRX4	8/10/2023	5.365	1,710,000.00	1,637,971.95	1,637,188.20	1,644,712.20	7/8/2024	282	1,947.50	1.08%
Sub Total / Average US Agency Bonds			3.730	22,210,000.00	22,041,973.69	22,041,189.94	21,883,372.20		171	94,803.05	14.49%
Total / Average			4.819	152,474,506.49	152,043,346.64	152,065,093.97	151,782,360.55		156	235,738.59	1.00%

TOWN OF LITTLE ELM

Investment Portfolio Summary

Quarter Ending 9/30/2023



Investment Policy Compliance | Maturity Range

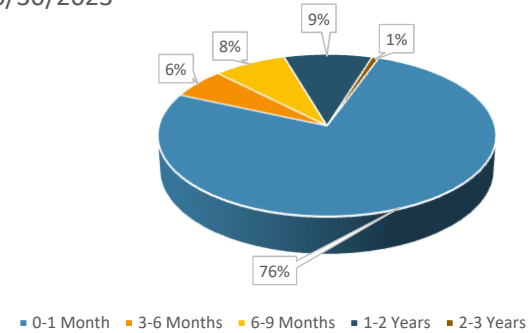
Maturity Range	% of Portfolio	YTM @Cost	Days to Maturity	Book Value
0-1 Month	76.04%	4.12	2.384615	125,397,925.55
3-6 Months	5.99%	3.53	88	9,883,245.83
6-9 Months	7.82%	4.27	228.75	12,896,250.00
1-2 Years	9.42%	4.88	389.1081	15,529,672.83
2-3 Years	0.73%	4.95	888.2	1,200,000.00
	100.00%	3.38%	202	164,907,094.21

Maturity Range	% of Portfolio	YTM @Cost	Days to Maturity	Book Value
0-1 Month	71.08%	5.52	1	108,084,506.49
3-6 Months	13.41%	3.95	135	20,395,700.00
6-9 Months	6.52%	4.97	229	9,911,418.76
1-2 Years	8.36%	4.95	411	12,713,468.72
2-3 Years	0.63%	4.91	816	960,000.00
	100.00%	4.86%	156	152,065,093.97

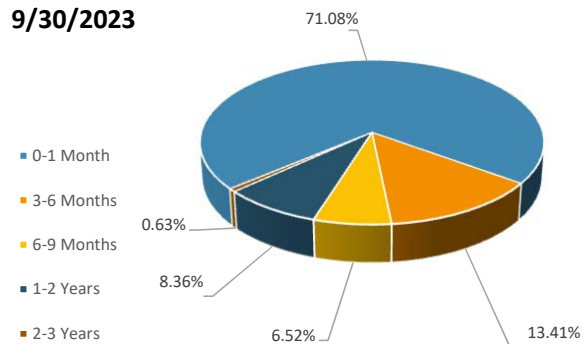
Investment Policy Compliance

Authorized Investments	Days	Compliance
Maturity Range not to exceed 5 Years	156	Yes

6/30/2023



9/30/2023



Town of Little Elm
Portfolio Holdings
Investment Portfolio - by Maturity Range
As of 9/30/2023

Description	CUSIP/Ticker	Maturity Date	Days To Maturity	Settlement Date	Book Value	Market Value	% of Portfolio
0-1 Month							
Independent Bank Pooled Cash MM	MM5236	9/30/2023	1		66,626,639.09	66,626,639.09	43.81%
Independent Bank Section 125 MM	MM3949	09/30/2023	1		26,187.77	26,187.77	0.02%
Independent Bank Dispersal Funds MM	MM3595	09/30/2023	1		4,106.13	4,106.13	0.00%
Independent Bank American Recovery Act MM	MM7177	09/30/2023	1		1,059,413.32	1,059,413.32	0.70%
Independent Bank CIP Reserve MM	MM7607	09/30/2023	1		2,505,787.13	2,505,787.13	1.65%
Independent Bank Emergicon MM	MM7737	09/30/2023	1		105.57	105.57	0.00%
TexPool Consolidated Ops LGIP	LGIP449	09/30/2023	1		7,918,896.25	7,918,896.25	5.21%
TexPool Prime Consolidated Ops LGIP	LGIP590	09/30/2023	1		7,676,195.69	7,676,195.69	24.90%
LOGIC Prime 2021 CO Bond LGIP	LGIP6001	09/30/2023	1		12,237,282.53	12,237,282.53	8.05%
LOGIC Prime 2022 CO Bond LGIP	LGIP6002	09/30/2023	1		10,029,893.01	10,029,893.01	6.60%
Total / Average 0-1 Month			1		108,084,506.49	108,084,506.49	71.08%
3-6 Month							
FHLB	3130APQN8	11/22/2023	53	11/22/2021	5,000,000.00	4,965,600.00	3.29%
FHLB	3130AQQT3	2/23/2024	146	2/23/2022	8,000,000.00	7,860,960.00	5.26%
FHLB	3130AVWX6	2/15/2024	138	5/15/2023	2,499,250.00	2,495,325.00	1.64%
FHLB	3130AU5T7	4/9/2024	192	12/9/2022	2,499,450.00	2,490,400.00	1.64%
Ally Bank Sandy Utah	02007GUA9	12/29/2023	90	6/27/2022	240,000.00	238,420.80	0.16%
Bank Hapoalim BM New York	06251S4G2	12/29/2023	90	6/27/2022	240,000.00	238,509.60	0.16%
Goldman Sachs Bank	38150VDM8	1/8/2024	100	1/6/2023	240,000.00	238,372.80	0.16%
Farmers Insurance Group FCU	30960QAM9	1/18/2024	110	1/18/2023	240,000.00	239,676.00	0.16%
Uncle CU	90307LAA2	1/17/2024	109	1/17/2023	240,000.00	239,572.80	0.16%
Bankwell Bank	06654BER8	3/15/2024	167	3/15/2023	240,000.00	239,661.60	0.16%
Santander Bank, N.A.	80280JVQ1	3/15/2024	167	3/17/2023	237,000.00	236,616.06	0.16%
United Heritage CU	91334AAM5	3/21/2024	173	3/21/2023	240,000.00	239,887.20	0.16%
Banesco USA	05988ACD2	3/22/2024	174	3/22/2023	240,000.00	239,772.00	0.16%
Grow Financial FCU	39981MAC6	3/25/2024	177	3/24/2023	240,000.00	239,884.80	0.16%
Total / Average 3-6 Months			135		20,395,700.00	20,202,658.66	13.41%
6-9 Months							
US T-Note	9128286R6	04/30/2024	213	03/25/2022	2,523,117.02	2,454,000.00	1.66%
FHLB	313384WJ4	05/03/2024	216	08/11/2023	2,405,301.74	2,426,375.00	1.58%
Essential Federal Credit Union	29669XAL2	04/01/2024	184	09/30/2022	240,000.00	238,557.60	0.16%
State Bank of India	856285Y39	05/23/2024	236	03/23/2023	240,000.00	239,642.40	0.16%
Assemblies of God CU	044936AC6	05/16/2024	229	05/17/2023	237,000.00	236,438.31	0.16%
BOKF, National Association	05572YGS5	05/23/2024	236	05/24/2023	237,000.00	236,253.45	0.16%
Charles Schwab Bank, SSB	15987UBS6	06/04/2024	248	05/18/2023	237,000.00	236,338.77	0.16%
Credit Union of Texas	22551KAX0	05/23/2024	236	05/24/2023	237,000.00	236,405.13	0.16%
Discover Bank	2546734X1	05/16/2024	229	05/17/2023	237,000.00	236,142.06	0.16%
First Foundation Bank	32026UN85	05/17/2024	230	05/19/2023	237,000.00	236,210.79	0.16%
Raiz FCU El Paso Texas	75102EAN8	05/24/2024	237	05/24/2023	237,000.00	236,476.23	0.16%
HTLF Bank	40442NCS8	05/14/2024	227	05/15/2023	237,000.00	236,222.64	0.16%
Idaho First Bank	451245AN4	05/17/2024	230	05/19/2023	237,000.00	236,137.32	0.16%
Local Government FCU	53955LAC1	05/17/2024	230	05/17/2023	237,000.00	236,433.57	0.16%
Northeast Community Bank	664122BC1	05/14/2024	227	05/15/2023	237,000.00	236,222.64	0.16%

Town of Little Elm
Portfolio Holdings
Investment Portfolio - by Maturity Range
As of 9/30/2023

Description	CUSIP/Ticker	Maturity Date	Days To Maturity	Settlement Date	Book Value	Market Value	% of Portfolio
Parkway Bank and Trust Company	70153RLU0	05/24/2024	237	05/26/2023	237,000.00	236,177.61	0.16%
Sunflower Bank, National Association	867352AP1	05/16/2024	229	05/17/2023	237,000.00	236,213.16	0.16%
TowneBank	89214PDT3	05/16/2024	229	05/17/2023	237,000.00	236,213.16	0.16%
US Bank National Association	90354KBR8	05/16/2024	229	05/17/2023	237,000.00	236,213.16	0.16%
Veritex Community Bank	923450FB1	05/22/2024	235	05/22/2023	237,000.00	236,341.14	0.16%
Washington Federal Bank	938828CQ1	05/22/2024	235	05/23/2023	237,000.00	236,184.72	0.16%
WebBank	947547WE1	05/14/2024	227	05/15/2023	237,000.00	236,222.64	0.16%
Zions Bancorporation, N.A.	98970LEQ2	05/15/2024	228	05/16/2023	237,000.00	236,217.90	0.16%
Total / Average 6-9 Months			229		9,911,418.76	9,847,639.40	6.52%
1-2 Years							
Jeanne D Arc Federal Credit Union	472207AB5	6/28/2024	272	6/27/2022	240,000.00	235,905.60	0.16%
American Express National Bank	02589AD41	7/1/2024	275	6/27/2022	240,000.00	235,934.40	0.16%
Sallie Mae Bank	795451BP7	07/08/2024	282	07/06/2022	240,000.00	235,804.80	0.16%
Synovus Bank	87164DVT4	09/16/2024	352	03/16/2023	240,000.00	238,908.00	0.16%
Berkshire Bank	084601YR8	09/17/2024	353	03/17/2023	240,000.00	238,903.20	0.16%
Wellis Fargo Bank, National Association	949764AK0	09/17/2024	353	03/17/2023	240,000.00	239,013.60	0.16%
First Technology FCU	33715LET3	09/24/2024	360	03/24/2023	240,000.00	239,208.00	0.16%
M&T Bank	564759SC3	03/17/2025	534	03/17/2023	240,000.00	238,675.20	0.16%
Morgan Stanley Bank, National Association	61690U3A6	03/17/2025	534	03/16/2023	240,000.00	238,675.20	0.16%
Morgan Stanley Private Bank, National Association	61768EQP1	03/17/2025	534	03/16/2023	240,000.00	238,675.20	0.16%
University CU	914242AB8	03/17/2025	534	03/17/2023	240,000.00	238,332.00	0.16%
Westmark CU	960576AB2	03/17/2025	534	03/17/2023	240,000.00	238,670.40	0.16%
One Community Bank	682325DE2	03/21/2025	538	03/21/2023	240,000.00	238,324.80	0.16%
BMW Bank of North America	05580AX58	09/17/2025	718	03/17/2023	240,000.00	237,852.00	0.16%
BluePeak Credit Union	09644EAF9	08/15/2024	320	08/15/2023	240,000.00	239,788.80	0.16%
Charter Oak Federal Credit Union	16124MAA6	02/18/2025	507	08/16/2023	240,000.00	239,176.80	0.16%
US T-Note	912828Y87	07/31/2024	305	12/07/2022	2,404,105.81	2,424,525.00	1.58%
US T-Note	912828XX3	06/30/2024	274	09/29/2023	2,449,589.13	2,436,125.00	1.61%
US T-Note	91282CCX7	09/15/2024	351	09/28/2023	2,382,585.58	2,382,425.00	1.57%
FHLB	3130ALRX4	07/08/2024	282	08/10/2023	1,637,188.20	1,644,712.20	1.08%
Total / Average 1-2 Years			411		12,713,468.72	12,699,635.20	8.36%
2-3 Years							
Vystar Credit Union	92891CCN0	9/30/2025	731	9/30/2022	240,000.00	234,420.00	0.16%
Signature Bank of Arkansas	82669LKF9	9/24/2025	725	3/24/2023	240,000.00	237,830.40	0.16%
Affinity Plus FCU	00833AAC4	3/20/2026	902	3/20/2023	240,000.00	237,556.80	0.16%
Truliant FCU	89789AAH0	3/23/2026	905	3/22/2023	240,000.00	238,113.60	0.16%
Total / Average 2-3 Years			816		960,000.00	947,920.80	0.63%
Total / Average					152,065,093.97	151,782,360.55	1.00

TOWN OF LITTLE ELM

Investment Portfolio Summary

Quarter Ending 9/30/2023



Funds		Par Value	Book Value	Market Value	Accrued Interest
Cash Positions Bank					
	Value at 6/30/2023	77,743,695.76	77,743,695.76	77,743,695.76	-
	Net Change	(7,521,456.75)	(7,521,456.75)	(7,521,456.75)	-
	Value at 9/30/2023	70,222,239.01	70,222,239.01	70,222,239.01	-
Cash Positions Pool Investments					
	Value at 6/30/2023	47,174,229.79	47,174,229.79	47,174,229.79	-
	Net Change	(9,311,962.31)	(9,311,962.31)	(9,311,962.31)	-
	Value at 9/30/2023	37,862,267.48	37,862,267.48	37,862,267.48	-
Certificate of Deposit Negotiable					
	Value at 6/30/2023	12,180,000.00	12,180,000.00	12,119,055.72	24,363.06
	Net Change	-	-	(1,648.86)	73,047.56
	Value at 9/30/2023	12,180,000.00	12,180,000.00	12,117,406.86	97,410.62
US Treasury Notes					
	Value at 6/30/2023	5,000,000.00	4,927,222.83	4,839,350.00	34,513.78
	Net Change	5,000,000.00	4,832,174.71	4,857,725.00	9,011.14
	Value at 9/30/2023	10,000,000.00	9,759,397.54	9,697,075.00	43,524.92
US Government Bonds (Agencies)					
	Value at 6/30/2023	23,000,000.00	22,881,945.83	22,616,925.00	64,783.34
	Net Change	(790,000.00)	(840,755.89)	(733,552.80)	30,019.71
	Value at 9/30/2023	22,210,000.00	22,041,189.94	21,883,372.20	94,803.05
Total Portfolio					
	Value at 6/30/2023	165,097,925.55	164,907,094.21	164,493,256.27	123,660.18
	Net Change	(12,623,419.06)	(12,842,000.24)	(12,710,895.72)	112,078.41
	Value at 9/30/2023	152,474,506.49	152,065,093.97	151,782,360.55	235,738.59

TOWN OF LITTLE ELM

Investment Portfolio Interest Earnings

Quarter Ending 9/30/2023



Interest Earnings

Investment Type	FY 2020 Interest Earnings	FY 2021 Interest Earnings	FY 2022 Interest Earnings	FY2023 Q1 Interest Earnings	FY2023 Q2 Interest Earnings	FY2023 Q3 Interest Earnings	Jul-23	Aug-23	Sep-23	FY 2023 Interest Earnings
Cash Positions Bank	922,000	497,865	685,298	605,737	1,002,409	1,074,899	343,710	315,870	301,065	3,643,690
Cash Positions Pooled	185,688	15,186	308,396	452,517	546,296	604,239	211,499	218,521	207,358	2,240,431
Investments	216,427	142,045	212,135	-54,013	155,409	211,619	127,242	96,101	106,445	642,803
Total Cash and Investments	1,324,115	655,096	1,205,829	1,004,241	1,704,114	1,890,757	682,451	630,492	614,868	6,526,924



Date: 11/07/2023
Agenda Item #: 5. F.
Department: Administrative Services
Strategic Goal: Provide a safe and welcoming environment for Little Elm residents and visitors
Staff Contact: Rodney Harrison, Police Chief

AGENDA ITEM:

Consider Action to Approve **Resolution No. 1107202302 for the Town of Little Elm Police Department to Receive Grant Funding for Tobacco Compliance Checks of Tobacco Sales of Underage Tobacco Purchases at Licensed Retail Outlets within the Town of Little Elm.**

DESCRIPTION:

In an effort to aid the Little Elm Police Department in their endeavor to further protect Little Elm residents and prevent crime, grant funding is being sought from the Texas State University in the amount of \$1,750.00. The goal of this program is to conduct 14 controlled buys/stings using minor decoys, to determine compliance with applicable laws in accordance with Texas Health and Safety Code 161.082 within the Town of Little Elm. This grant has no matching funds requirement.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

2024 Contract
Resolution No. 1107202302

INTERLOCAL COOPERATION CONTRACT

THE STATE OF TEXAS
COUNTY OF HAYS

This Interlocal Cooperation Contract (this "Contract") is entered into by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with the *Interlocal Cooperation Act, Chapter 791, Texas Government Code*.

I. Contracting Parties

The Receiving Party: **Texas State University ("Texas State")** an institution of higher education and agency of the State of Texas.

*Texas School Safety Center
601 University Dr.
San Marcos, Texas 78666*

The Performing Party: **City of Little Elm** a local government of the State of Texas

*Little Elm Police Department
100 W Eldorado Pkwy
Little Elm, TX 75068-5060*

II. Statement of Services to be Performed

Performing Party will perform the following service(s):

Conduct **14** controlled buy/stings and follow-ups of tobacco permitted retail outlets and sales and use tax permitted e-cigarette retail outlets using minors as decoys, to determine compliance with applicable laws in accordance with *Texas Health and Safety Code §161.082 – Sale of cigarettes, e-cigarettes, or tobacco products to persons younger than 21 years of age prohibited: Proof of age required*. Work shall be performed following the details outlined in attached **Exhibit A – Scope of Work**, and **Exhibit B – Performance Measures**.

III. Basis for Calculating Reimbursable Costs

Performing Party shall be paid \$125.00 for each correct and completed controlled buy/sting and follow-up reported on the Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report form (TEP-102 (Rev 9/2023)) **(for a maximum of 14 Controlled Buy/Stings and Follow-ups x \$125.00 each for a total of \$1,750.00)**. Payment will be based on the receipt and approval of an invoice for services following the details outlined in attached **Exhibit C – Payment for Services**.

IV. Contract Amount

The total amount of this Contract shall not exceed ONE THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND NO/100 CENTS (\$1,750.00). This is the maximum amount collectable under the Contract as written.

V. Payment of Services

Receiving Party will remit payments to Performing Party for services satisfactorily performed under this Contract in accordance with the *Texas Prompt Payment Act, Chapter 2251, Texas Government Code*.

Payments made under this Contract will (1) fairly compensate Performing Party for the services performed under this Contract, and (2) be made from current revenues available to Receiving Party in the form of a contract from the Department of State Health Services and/or the Texas Health and Human Services Commission to fund local law enforcement agencies to enforce *Texas Health and Safety Code §161.082 – Sale of cigarettes, e-cigarettes, or tobacco products to persons younger than 21 years of age prohibited: Proof of age required*.

VI. Warranties

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in *Texas Government Code 403.105 – Permanent Fund for Health and Tobacco Education and Enforcement*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Performing Party warrants that (1) it has authority to perform the services under authority granted in *Chapter 161.088, Texas Health and Safety Code and Chapter 791, Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

VII. Term of the Contract

This Agreement is effective **upon execution of this contract** and shall terminate on **August 31, 2024**.

VIII. Termination

In the event of a material failure by a Performing Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon **30 days'** advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the **30-day** period.

IX. Other Provisions

Entire Contract; Modifications. This Contract supersedes all prior agreements, written or oral, between Receiving Party and Performing Party and shall constitute the entire agreement and understanding between the parties with respect to the subject matter of this Contract. This Contract and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Receiving Party and Performing Party.

Assignment. This Contract is not transferable or assignable except upon written approval by Receiving Agency and Performing Agency.

Severability. If any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.

Public Records. It shall be the independent responsibility of Receiving Party and Performing Party to comply with the provisions of Chapter 552, *Texas Government Code* (the "*Public Information Act*"), as those provisions apply to the parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the *Public Information Act* on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the *Public Information Act* on behalf of Receiving Party.

Certification. The Receiving Party and the Performing Party certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies, (2) the proposed arrangements serve the interest of efficient and economical administration of the State of Texas, and (3) the services, supplies or materials contracted for are not required by Section 21, Article 16 of the *Texas Constitution* to be supplied under contract given to the lowest responsible bidder.

Duly authorized representatives of the Performing Party and the Receiving Party have executed and delivered this Contract to be effective as of the Effective Date.

PERFORMING PARTY
City of Little Elm

By _____
Name _____
Title _____
Date _____

By _____
Name _____
Title _____
Date _____

RECEIVING PARTY
Texas State University

By _____
Name _____
Title _____
Date _____

EXHIBIT A SCOPE OF WORK

The Performing Party shall diligently render the following performance:

Contract funds shall be used to support the enforcement activities and additional program requirements outlined below. The Performing Party shall meet the assigned Performance Measures assigned in Exhibit B.

1. Enforcement Activities

The Performing Party shall:

- a. Conduct Controlled Buy/Stings and Follow-ups of tobacco permitted retail outlets and sales and use tax permitted e-cigarette retail outlets using youth as decoys, to determine compliance with applicable laws in accordance with *Texas Health and Safety Code §161.082 – Sale of cigarettes, e-cigarettes, or tobacco products to persons younger than 21 years of age prohibited: Proof of age required*. Refer to **Exhibit B Schedule – Performance Measures**, for the number of controlled buy/stings to be conducted.
- b. Conduct controlled buy/stings and follow-ups in target areas to include high retail density, low socio economic, high risk areas, and local perspective of previous sales to youth and/or complaints received.
- c. Record the results of the controlled buy/stings conducted using the Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report form (TEP-102 (Rev 9/2023)) provided by the Texas School Safety Center at Texas State University.
- d. Use non-smoking male and female youth ages 16 –20 (born on or after September 1, 2001) in accordance with *Texas Health and Safety Code, Chapter 161.088 – Enforcement; Announced Inspections*.
- e. Use the State Comptroller of Public Accounts most recent Tobacco Permitted Retail Outlet List and Sale and Use Tax Outlet List of e-cigarette retail outlets for the controlled buy/stings to obtain retail outlet name, address, and tobacco permit numbers.
- f. Conduct follow-up controlled buy/stings of retail outlets found to be in violation of the sale of cigarettes, e-cigarettes, or tobacco products to youth. Reasons for follow-up may include: 1) repeated violations, 2) knowledge of historical perspective of previous sales to youth, and /or 3) complaints received where a follow-up is needed. Follow-up controlled buy/stings shall be conducted within two to ten (2-10) days of original controlled buy/sting.

2. Training Activities

The Performing Party shall:

- a. Participate in a web-based training session conducted by Texas School Safety Center at Texas State University prior to implementation of contract activities.
Representative(s) shall include the person(s) assigned to the implementation of the contract activities, and/or the supervisor overseeing the day-to-day activities of this contract, and the person(s) conducting the enforcement activities outlined in Exhibit A – Scope of Work.
- b. Participate in any and all ongoing technical assistance and training activities offered by the Texas School Safety Center at Texas State University.

3. Reporting Requirements

The Performing Party shall:

- a. Submit a completed Monthly Summary and Invoice form (TEP-101 (Rev 9/2023)) provided by the Texas School Safety Center at Texas State University that tallies the number of controlled buy/stings and follow-ups conducted and number of citations issued within the performance reporting period.
- b. Submit billing information for services provided in the invoice section of the Monthly Summary and Invoice form (TEP-101 (Rev 9/2023)). Payment amount for services is outlined in **Exhibit C – Payment for Services**. The Monthly Summary and Invoice form (TEP-101 (Rev 9/2023)) shall be signed by the designated authorized official.
- c. Attach completed Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report forms (TEP-102 (Rev 9/2023)) for each controlled buy/sting conducted for the performance reporting period. The total activity reported shall correspond to the pre-established monthly goal listed in the Work Plan (TEP-100 (Rev 9/2023)).
- d. The Monthly Summary and Invoice form (TEP-101 (Rev 9/2023)) shall be submitted to the Texas School Safety Center on the first day of the month. The report may be mailed to the Texas School Safety Center, Attn. Bea Pyle, 601 University Dr., San Marcos, Texas 78666 or emailed to beapyle@txstate.edu.
- e. Texas School Safety Center forwards violation information to the Comptroller of Public Accounts as required by law, (*Texas Health & Safety Code, Section 161.090 Reports of Violation*) by the 10th working day of the month for activity of the previous month.

4. Additional Program Requirements

The Performing Party shall:

- a. Assign a minimum of one (1) agency representative to the implementation of the activities of this contract, and provide the name(s) of any key personnel changes that impact the requirements of this contract to via email: beapyle@txstate.edu or phone: 512-245-0821.

- b. Coordinate enforcement activities with other law enforcement agencies within the Performing Party's area. Coordination of services shall include but not limited to resources such as officers and youth decoys to maintain integrity of the undercover operation in testing compliance with tobacco sales to youth.
- c. Performing Party shall maintain specific, detailed supporting documentation of all programmatic records used in the course of conducting the Controlled Buy/Stings for a minimum of 4 years.

EXHIBIT B PERFORMANCE MEASURES

The following performance measures will be used to measure compliance with the services rendered as described in Exhibit A, Scope of Work.

The Performing Party shall:

1. Conduct the number of activities for this contract period as follows:
 - a. Total number of controlled buy/stings and follow-ups using youth as decoys: **14**
 - i. In at least 50% of all controlled buy/stings conducted, the youth must attempt to purchase an e-cigarette, component, part, or accessory.
 - ii. Minimum number of e-cigarette attempts: **7**
 - b. A performance measure will not be assigned for follow-up of controlled buy/stings as a result of local perspective of previous sales to minors and/or complaints received. However, contractor is required to conduct follow-up of retail outlets not in compliance and report the activity monthly.
2. The Performing Party shall follow the Work Plan's (TEP-100 (Rev 9/2023)) monthly goals as pre-established upon the execution of the contract. The Work Plan (TEP-100 (Rev 9/2023)) outlines monthly goals to follow from **September 2023 to August 2024**.
 - a. Deviation from the pre-established Contractor's Program Work Plan requires **prior** approval from the Texas School Safety Center at Texas State University via email: beapyle@txstate.edu or phone: 512-245-0821.
 - b. Failure to complete and/or update the Work Plan (TEP-100 (Rev 9/2023)) may result in payment being withheld until completion or submission.

EXHIBIT C PAYMENT FOR SERVICES

Payment will be based on the receipt and approval of Monthly Summary and Invoice form (TEP-101 (Rev 9/2023)) and attached Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report forms (TEP-102 (Rev 9/2023)).

The Performing Party shall:

1. Be paid monthly upon submission of completed Monthly Summary and Invoice form (TEP-101 (Rev 9/2023)) and attached Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report forms (TEP-102 (Rev 9/2023)) as confirmation of services rendered.
2. Be paid \$125.00 for each correct and completed controlled buy/sting reported on the Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report form (TEP-102 (Rev 9/2023)). All costs incurred for the purpose of conducting a complete control buy/sting are the responsibility of the contractor. In order to receive full payment for the controlled buy/stings including follow-ups billed for each performance reporting period, a completed Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report form (TEP-102 (Rev 9/2023)) must be attached for each.
3. Submit invoices and attachments to the Texas School Safety Center, Attn. Bea Pyle, 601 University Dr., San Marcos, Texas 78666 or emailed to beapyle@txstate.edu.

The Monthly Summary and Invoice form (TEP-101 (Rev 9/2023)) will be reviewed by the receiving agency and submitted for payment if information included in the report and attachments are correct. Payment shall be subject to laws of the State of Texas including Prompt Payment.

Notwithstanding the foregoing, the cumulative amount of Service Fees remitted by University to Contractor shall not exceed **\$1,750.00** without prior written approval from the Texas School Safety Center at Texas State University.

TOWN OF LITTLE ELM, TEXAS

RESOLUTION NO. 1107202302

A RESOLUTION BY THE TOWN OF LITTLE ELM APPROVING THE SUBMISSION OF A GRANT APPLICATION TO THE TEXAS STATE UNIVERSITY FOR THE LITTLE ELM POLICE DEPARTMENT TO PERFORM TOBACCO COMPLIANCE CHECKS OF UNDERAGE TOBACCO PURCHASES AT LICENSED RETAIL OUTLETS.

WHEREAS, The Town Council of the Town of Little Elm finds it in the best interest of the citizens of the Town of Little Elm, that the Little Elm Police Department conduct 14 controlled buy/stings of underage tobacco purchases at licensed retail outlets by August 31, 2024; and

WHEREAS, The Town Council of the Town of Little Elm agrees that in the event of loss or misuse of the Texas State University funds, the Town Council of the Town of Little Elm assures that the funds will be returned to the Texas State University in full.

WHEREAS, The Town Council of the Town of Little Elm designates the Town Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The Town Council of the Town of Little Elm, Texas approves submission of the grant application for the Little Elm Police Department Tobacco Compliance checks to the Texas State University.

PASSED AND APPROVED this 7th day of November, 2023.

Curtis Cornelious, Mayor

ATTEST:

Caitlan Biggs, Town Secretary



Date: 11/07/2023
Agenda Item #: 5. G.
Department: Police
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Rodney Harrison, Police Chief

AGENDA ITEM:

Consider Action to Approve the **Purchase of Tasers for the Little Elm Police Department from Axon Enterprise, Inc., in an amount not to exceed \$84,979.28.**

DESCRIPTION:

This item will begin the replacement process for Tasers for the Police department over five years. The current Tasers have reached the end of their useful life. Additionally, new Tasers are being purchased due to growth in the department. The use of Tasers allows for Police Officers to have the option of less lethal defense and can reduce the number of use-of-force complaints and injuries to Police Officers and suspects while making arrests.

BUDGET IMPACT:

Funding is available in the General Fund operations budget. The funding schedule is as follows:

- January 2024: \$16,995.84
- January 2025: \$16,995.86
- January 2026: \$16,995.86
- January 2027: \$16,995.86
- January 2028: \$16,995.86

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Taser Quote



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-480855-45231.669MA

Issued: 11/01/2023

Quote Expiration: 11/17/2023

Estimated Contract Start Date: 02/01/2024

Account Number: 114042

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Delivery;Invoice-88 W Eldorado Pkwy 88 W Eldorado Pkwy Little Elm, TX 75068-5079 USA	Little Elm Police Dept. - TX 88 W Eldorado Pkwy Little Elm TX 75068-5079 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Matt Appelbaum Phone: Email: mappelbaum@axon.com Fax:	John Samples Phone: 2146182897 Email: jsamples@littleelm.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$84,979.28
ESTIMATED TOTAL W/ TAX	\$84,979.28

Discount Summary

Average Savings Per Year	\$1,878.50
TOTAL SAVINGS	\$9,392.52

Payment Summary

Date	Subtotal	Tax	Total
Jan 2024	\$16,995.84	\$0.00	\$16,995.84
Jan 2025	\$16,995.86	\$0.00	\$16,995.86
Jan 2026	\$16,995.86	\$0.00	\$16,995.86
Jan 2027	\$16,995.86	\$0.00	\$16,995.86
Jan 2028	\$16,995.86	\$0.00	\$16,995.86
Total	\$84,979.28	\$0.00	\$84,979.28

Quote Unbundled Price:	\$94,371.80
Quote List Price:	\$89,378.00
Quote Subtotal:	\$84,979.28

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
T7Basic	TASER 7 Basic Bundle	29	60	\$48.87	\$46.00	\$43.74	\$76,107.60	\$0.00	\$76,107.60
A la Carte Hardware									
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	116			\$40.25	\$38.24	\$4,435.84	\$0.00	\$4,435.84
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	116			\$40.25	\$38.24	\$4,435.84	\$0.00	\$4,435.84
Total							\$84,979.28	\$0.00	\$84,979.28

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
TASER 7 Basic Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	29	01/01/2024
TASER 7 Basic Bundle	20018	TASER BATTERY PACK, TACTICAL	34	01/01/2024
TASER 7 Basic Bundle	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	11	01/01/2024
TASER 7 Basic Bundle	20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	18	01/01/2024
TASER 7 Basic Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	01/01/2024
TASER 7 Basic Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	01/01/2024
TASER 7 Basic Bundle	74200	TASER 6-BAY DOCK AND CORE	1	01/01/2024
TASER 7 Basic Bundle	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	01/01/2024
TASER 7 Basic Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	01/01/2024
A la Carte	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	116	01/01/2024
A la Carte	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	116	01/01/2024

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 7 Basic Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	29	02/01/2024	01/31/2029
TASER 7 Basic Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	1	02/01/2024	01/31/2029

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 7 Basic Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	34	01/01/2025	01/31/2029
TASER 7 Basic Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	29	01/01/2025	01/31/2029
TASER 7 Basic Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	01/01/2025	01/31/2029

Payment Details

Jan 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	116	\$887.17	\$0.00	\$887.17
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	116	\$887.17	\$0.00	\$887.17
Year 1	T7Basic	TASER 7 Basic Bundle	29	\$15,221.50	\$0.00	\$15,221.50
Total				\$16,995.84	\$0.00	\$16,995.84

Jan 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	116	\$887.17	\$0.00	\$887.17
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	116	\$887.17	\$0.00	\$887.17
Year 2	T7Basic	TASER 7 Basic Bundle	29	\$15,221.52	\$0.00	\$15,221.52
Total				\$16,995.86	\$0.00	\$16,995.86

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	116	\$887.17	\$0.00	\$887.17
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	116	\$887.17	\$0.00	\$887.17
Year 3	T7Basic	TASER 7 Basic Bundle	29	\$15,221.52	\$0.00	\$15,221.52
Total				\$16,995.86	\$0.00	\$16,995.86

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	116	\$887.17	\$0.00	\$887.17
Year 4	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	116	\$887.17	\$0.00	\$887.17
Year 4	T7Basic	TASER 7 Basic Bundle	29	\$15,221.52	\$0.00	\$15,221.52
Total				\$16,995.86	\$0.00	\$16,995.86

Jan 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	116	\$887.17	\$0.00	\$887.17
Year 5	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	116	\$887.17	\$0.00	\$887.17
Year 5	T7Basic	TASER 7 Basic Bundle	29	\$15,221.52	\$0.00	\$15,221.52
Total				\$16,995.86	\$0.00	\$16,995.86

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 648-21 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

11/1/2023





Date: 11/07/2023
Agenda Item #: 5. H.
Department: Finance
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to Approve the **Unaudited Quarterly Budget Report for the Quarter Ending September 30, 2023.**

DESCRIPTION:

The purpose of this item is to provide Town Council a report of financial performance of the Town regarding its Budget of Revenues and Expenditures for the 4th Quarter of the Fiscal Year 2022-2023.

BUDGET IMPACT:

At September 30, 2023, the budget for all major funds target at 100% since this is the end of our FY2022-2023 financial period. This is an unaudited financial report that will have more year-end accruals to account for and will be reported to Council in our formal audited Annual Comprehensive Financial Report in March. Highlights are below:

- The first half of the fiscal year reflected the majority of property tax collections, which is a major revenue stream for the Town.
- Through the 4th quarter, the Town's property tax collection rate is 99.66%. The Town has collected over \$400,000 in prior year's taxes.
- Building permits is another indicator of the economy and the Town has collected 112% of the budgeted revenue for permits. The increase in building permits is due to the Spiritas development issuing permits that Development Services and Finance projected to start in FY 2024. Development Services and Finance also budgeted a conservative projection for this revenue stream.
- The Town opened The Lawn at the Lakefront™ this last quarter and weekly events are being provided to the community.
- Park and Recreation Fund is reporting great usage of The Cove at the Lakefront™. The Cove™ is showing a 118% cost recovery through this reporting period.
- The Rec at the Lakefront™ is showing a 91% cost recovery through this reporting period.
- Another major revenue stream for the Town is the reported sales tax. To date, the Town is over FY 2023 projected budgeted sales tax revenue by 10.56% in tax collections. The Town still has one more month of sales tax to report that we will receive in November.
- The Utility Funds billed water sales exceeded the budget by \$1.5 million. This is due to the extreme heat and no rain we experienced during the summer months. The offsets of

excessive water usage is the cost to purchase the water from NTMWD. Finance tracks the amount of water purchases to our take or pay amount, and the Town did not exceed our take or pay amount established by NTMWD. We purchased 1.798 billion gallons of water during the year and our take or pay was 1.804 billion.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Memo to TM Q4 Budget to Actual FY 2023

September 30, 2023 Financial Report

Q4 GF and Utility Fund FY2023

Q4 Park and Rec Fund FY2023

MEMORANDUM

TO: MATT MUELLER, TOWN MANAGER
FROM: KELLY WILSON, CHIEF FINANCIAL OFFICER
SUBJ: BUDGET REPORT FOR PERIOD SEPTEMBER 30, 2023
CC: MAYOR AND COUNCIL

The attached is Budget to Actual Information for the fiscal period ending September 30, 2023. This period ending represents 100% of the Town's fiscal year. This information is unaudited and provides a snapshot of our financial information in a budgetary basis.

Cash and Investment Position: The Town is in excellent cash position. All idle funds are in interest bearing accounts or secured investments. For further detailed information, please review the quarterly investment report.

Budget: At September 30, 2023, the budget is as follows for major funds with the **target at 100%**; the major funds are presented in summary below. The YTD figure includes actual expenditures and encumbrances for purchases.

Revenues:

<i>Major Funds – Sources</i>		<i>Budget</i>		<i>YTD</i>	<i>% Earned</i>
General Fund	\$	47,382,807	\$	56,531,970	119.31%
Park and Recreation Fund		4,716,113		5,524,974	117.15%
Street Maintenance Fund		1,678,983		1,762,553	104.98%
Water and Sewer Fund		21,277,929		24,135,976	113.43%
Solid Waste Fund		4,125,881		3,822,901	92.66%
Storm Drainage System Fund		755,285		826,571	109.44%

Expenditures:

<i>Major Funds - Uses</i>		<i>Budget</i>		<i>YTD</i>	<i>% Used</i>
General Fund	\$	54,542,065	\$	51,862,937	95.09%
Park and Recreation Fund		5,056,772		5,121,226	101.27%
Street Maintenance Fund		2,688,641		2,562,998	95.33%
Water and Sewer Fund		21,905,120		20,959,321	95.68%
Solid Waste Fund		4,029,338		3,516,414	87.27%
Storm Drainage System Fund		703,181		435,121	61.88%

General Fund Revenue and Expense Summary: The total all sources of revenue in the General Fund year-to-date is \$56,531,970 or 119.31% of budgeted revenues of \$47,382,807. Compared to this time last year, the General Fund year-to-date revenues was 120% of budgeted revenues. Operationally, the Town's revenue through the 4th and final quarter of the fiscal year has exceeded our budgeted projections by 5%. Property Tax collections typically start in October and spike with collections in December and January. The Town reports the collected property tax net of obligations to the various economic development incentives

FINANCE DEPARTMENT
BUDGET REPORT

that are accounted for throughout the year. The Town's building permit revenue through the 4th quarter is lower than this time last year however the reported revenue in FY 2022-2023 exceeded our projections by 16%. The total building permit revenue collected to date reflects \$3,152,057 or 113% of the \$2,800,000 annual budgeted revenue. The Town has collected strong sales tax revenue. As of the date of this report, the Town has received an additional 10.56% more than budgeted sales tax and continues to exceed last year's collections. Total General Fund Expenditures, including \$1,397,486 in encumbrances, amount to \$51,862,937, accounting for 95.09% of the \$54,542,065 budget.

General Fund and Debt Service Fund Property Taxes:

The Property Tax collections for the fiscal year received through September are:

General & Debt	General Fund Budget	General Fund YTD Actual	Debt Service Fund Budget	Debt Service Fund YTD Actual
Current Levy	\$22,061,362	\$26,539,762	\$7,126,155	\$8,463,842
Penalty and Interest	50,000	78,056	15,000	22,535
Prior Year Property Taxes	25,000	354,214	20,000	91,467
Total	\$22,136,362	\$26,972,032	\$7,161,155	\$8,577,844

Town-wide Ad Valorem property tax collections as of September 30, 2023 reflect \$39,765,985 or 99.66% on a tax levy of \$39,900,815.

Sales Tax: The Town's total sales tax budget (2 cents) is \$13,351,865. On an accrual basis, the Town is reporting sales tax receipts as it is earned. Sales Tax received in October and November was accrued back into FY2022 as it was actually earned for sales for the months of August and September. The table below summarizes total sales tax collections through October 2023. **We have one more month (November 2023) of sales tax reporting that the Town has not received from the state to reflect a full 12 months of collected and reported sales tax.** The figures below do not include any reduction to Sales Tax associated with any development, 380 or economic development agreements.

Fiscal Year	Total Sales Tax Received	1¢ City	.50¢ EDC	.25¢ CDC	.25¢ SMF
2023 Budget	13,351,865	6,675,933	3,337,966	1,668,983	1,668,983
2023 Actual	13,459,029	6,729,514	3,364,757	1,682,378	1,682,378

Interest Earnings and Cash Position: The Town's funds are fully invested and secure. Total interest earned year to date ending September 30, 2023 was \$6,526,924. Total cash and investments on hand for the period ending September 30, 2023 is \$151,782,360. (See Cash and Investment Report for more detail)

Water and Sewer Fund: The Town's Water-Wastewater Utility YTD revenue as of September 30, 2023 is \$24,135,976 or 113.43% of budget revenues of \$21,277,929. The Town implemented a multi-year rate plan that goes out to 2024. This year water payers saw an increase of 2% in water rates. Sewer rates remained unchanged. Water sales total \$13,177,703 or 113.10% of the total budgeted amount of \$11,647,483. Actual expenditures for the year as of September 30, 2023 are \$20,959,321, which includes encumbrances of \$859,716, amounting to 95.68% of the total amended budget amount of \$21,905,120. The water purchases

FINANCE DEPARTMENT
BUDGET REPORT

take or pay budget reflects \$6,274,356 or 28.65% of the budget. The town is reporting the water purchases through the 4th and final quarter of \$6,208,347. The Town of Little Elm has billed 1.655 million gallons of water through the 4th quarter of FY 2023 and has purchased 1.799 million gallons of water for the fiscal year from NTMWD.

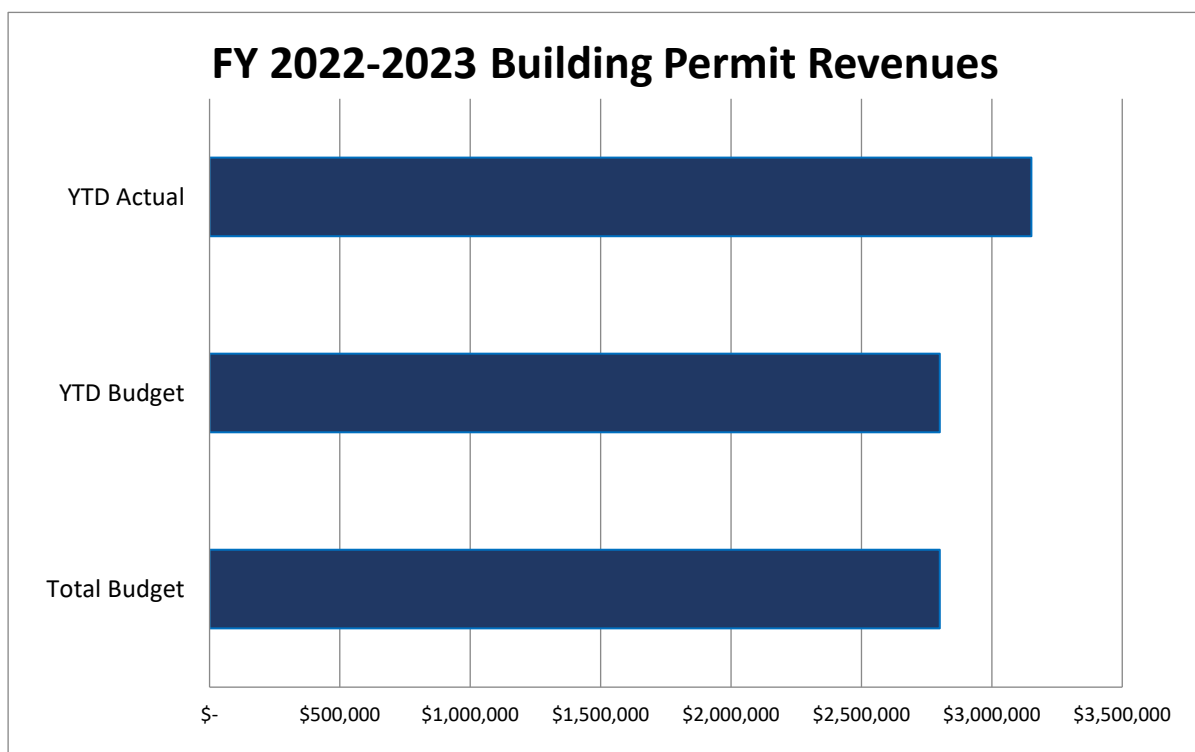
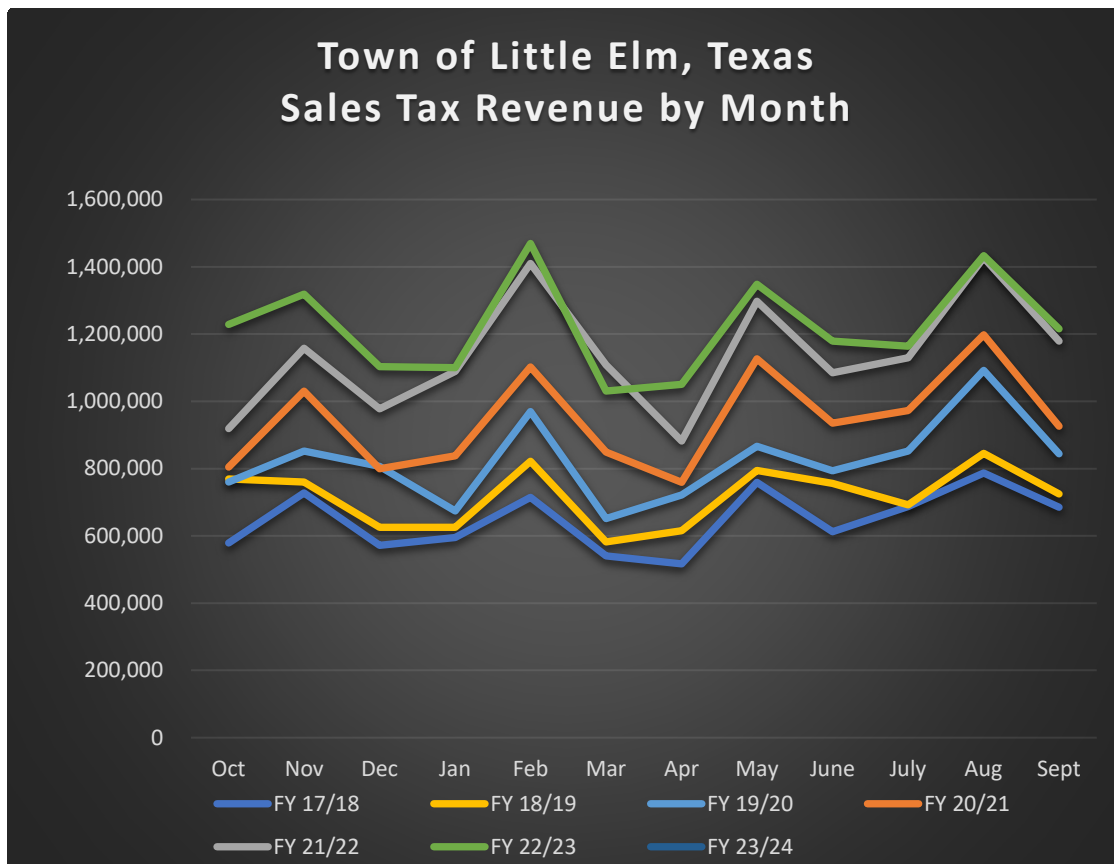
	Oct-22		Nov-22		Dec-22	
	WATER	SEWER	WATER	SEWER	WATER	SEWER
# of Accts Residential	12,038	11,778	12,041	11,777	12,026	11,768
#of Accts Commercial	448	226	446	225	449	228
Consumption-Residential	127,809,000	76,266,000	103,672,000	76,950,000	75,118,000	76,831,000
Consumption-Commercial	39,824,000	5,643,000	29,804,000	5,245,000	17,536,000	4,533,000
Average Residential Water Consumption	10,617		8,610		6,246	
Billed (\$) Residential	\$ 1,057,542	\$608,234	\$ 894,980	\$612,211	\$ 701,195	\$611,944
Billed (\$) Commercial	\$ 275,521	\$31,589	\$ 215,675	\$29,712	\$ 136,290	\$26,526
Total Billed (\$)	\$1,333,063	\$639,823	\$1,110,656	\$641,923	\$837,485	\$638,470
Rainfall	4.36		5.62		1.94	

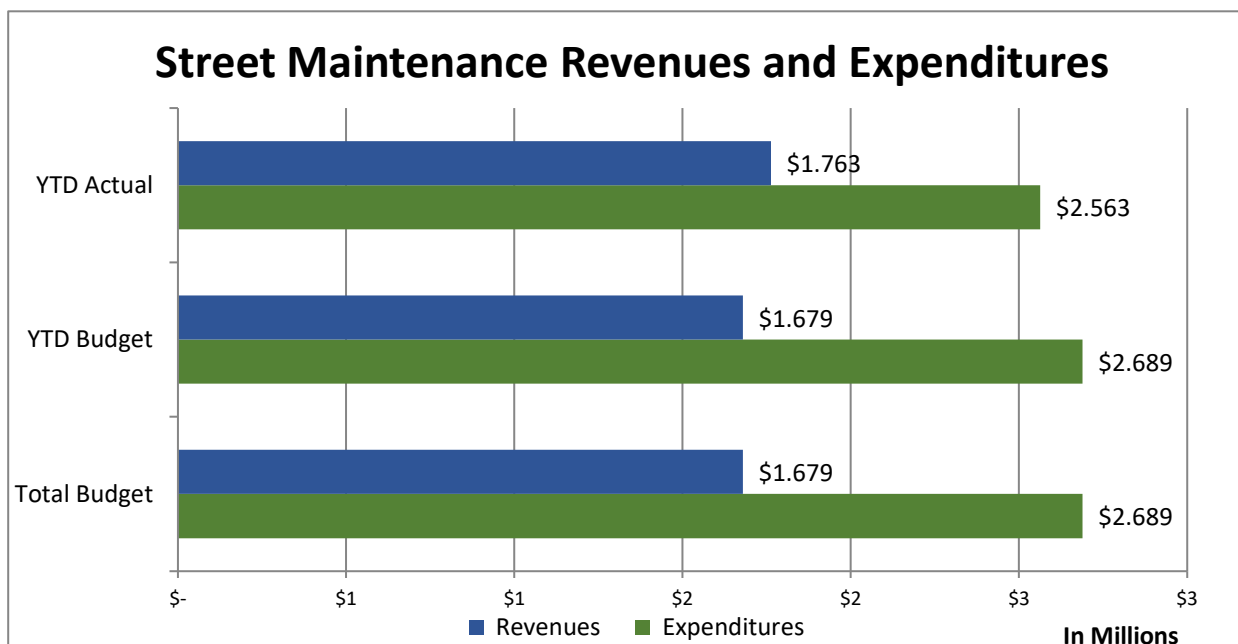
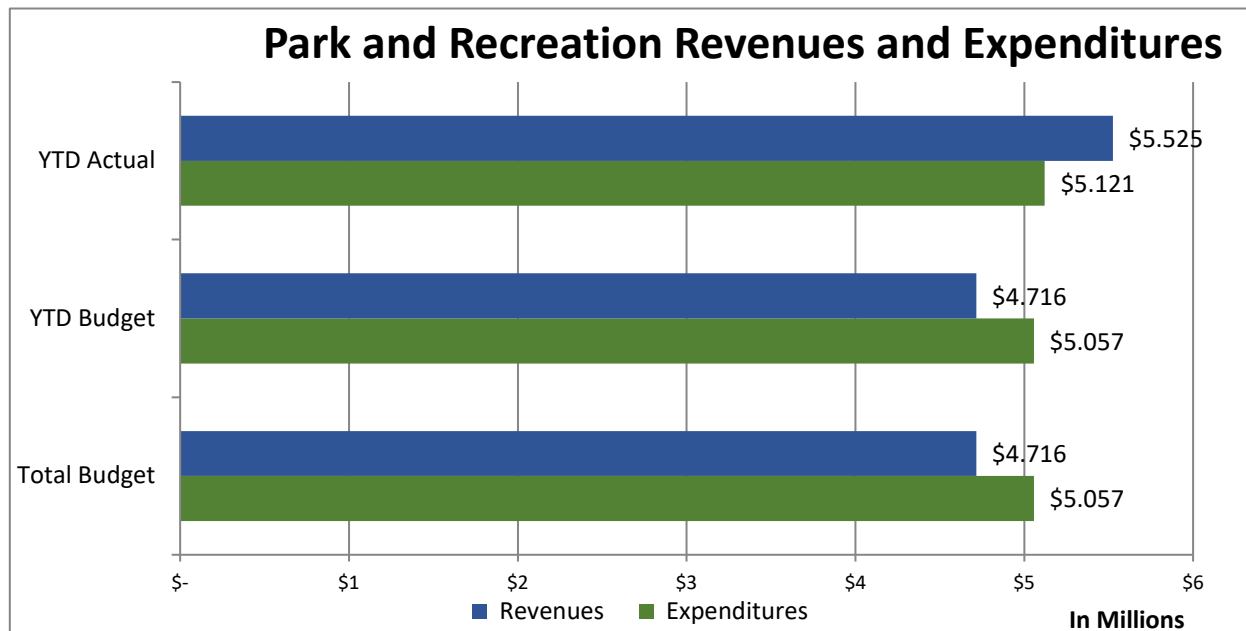
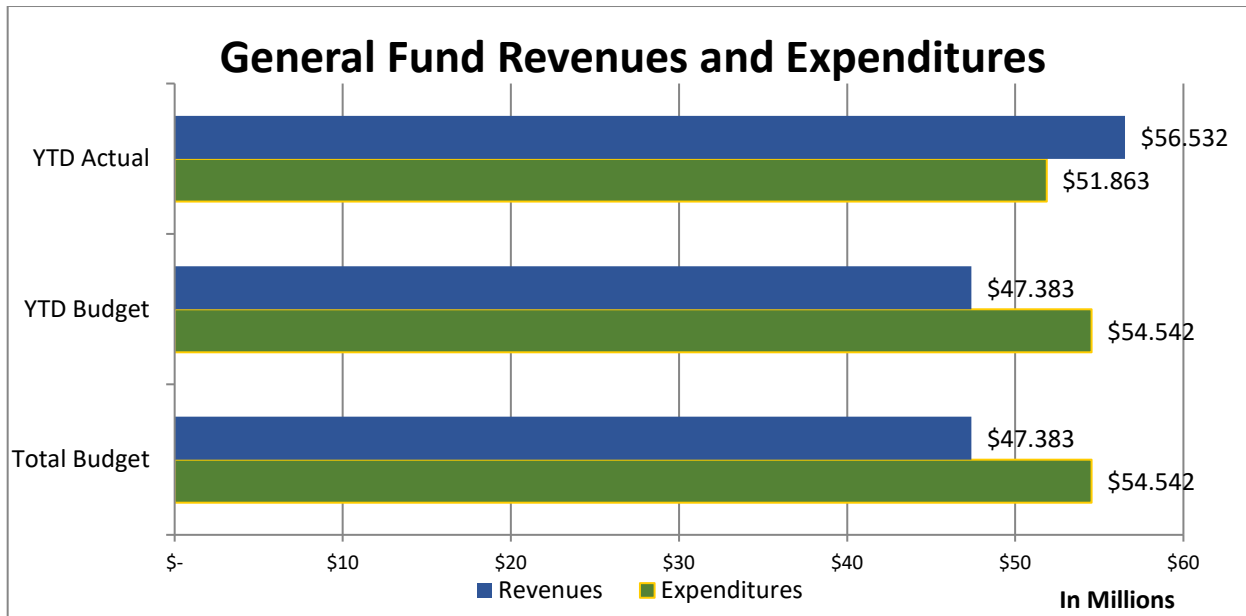
	Jan-23		Feb-23		Mar-23	
	WATER	SEWER	WATER	SEWER	WATER	SEWER
# of Accts Residential	12,095	11,836	12,090	11,830	12,090	11,830
#of Accts Commercial	445	228	454	231	454	231
Consumption-Residential	74,619,000	77,380,000	77,733,000	77,822,000	63,949,000	71,724,000
Consumption-Commercial	15,037,000	4,736,000	16,383,000	5,825,000	14,398,000	4,801,000
Average Residential Water Consumption	6,169		6,430		5,289	
Billed (\$) Residential	\$ 701,668	\$ 615,802	\$ 720,892	\$ 617,919	\$ 628,528	\$ 589,253
Billed (\$) Commercial	\$ 121,373	\$ 27,496	\$ 131,858	\$ 32,633	\$ 120,581	\$ 27,833
Total Billed (\$)	\$ 823,041	\$ 643,298	\$ 852,750	\$ 650,551	\$ 749,109	\$ 617,087
Rainfall	1.37		3.67		2.15	

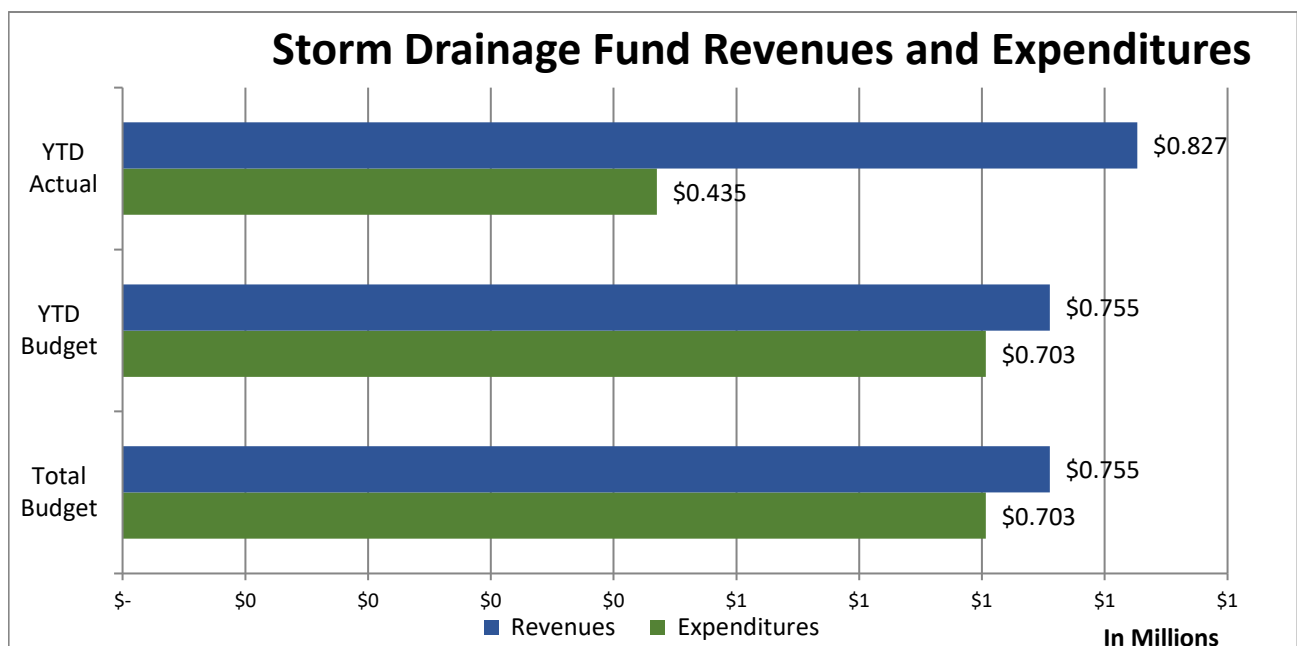
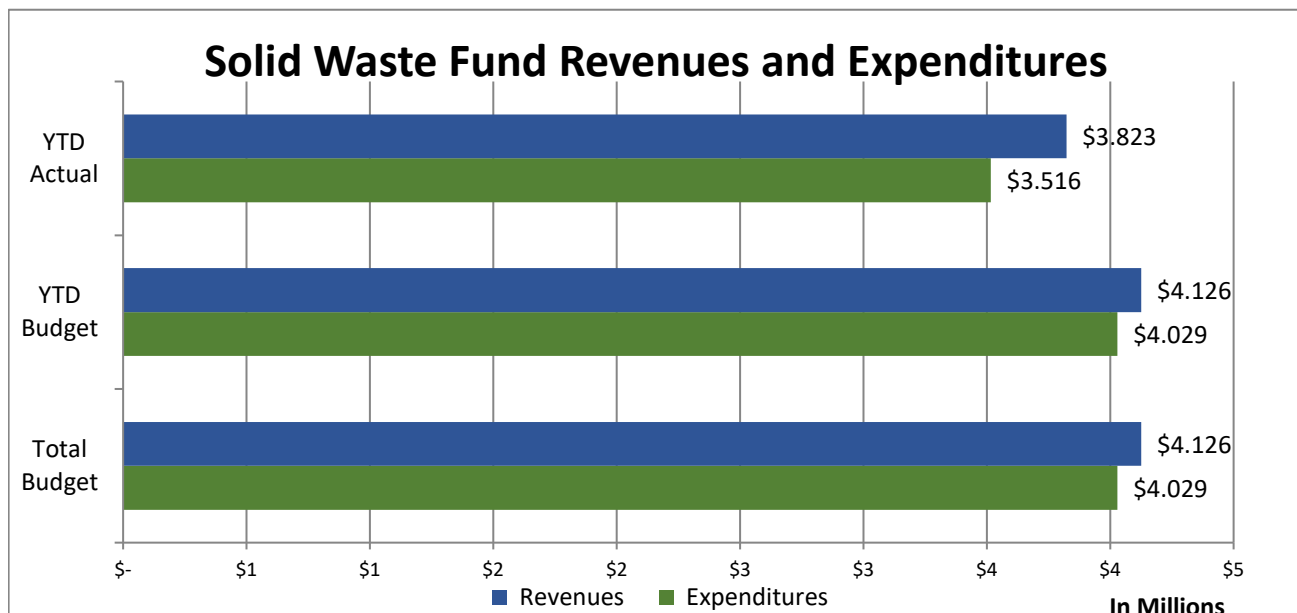
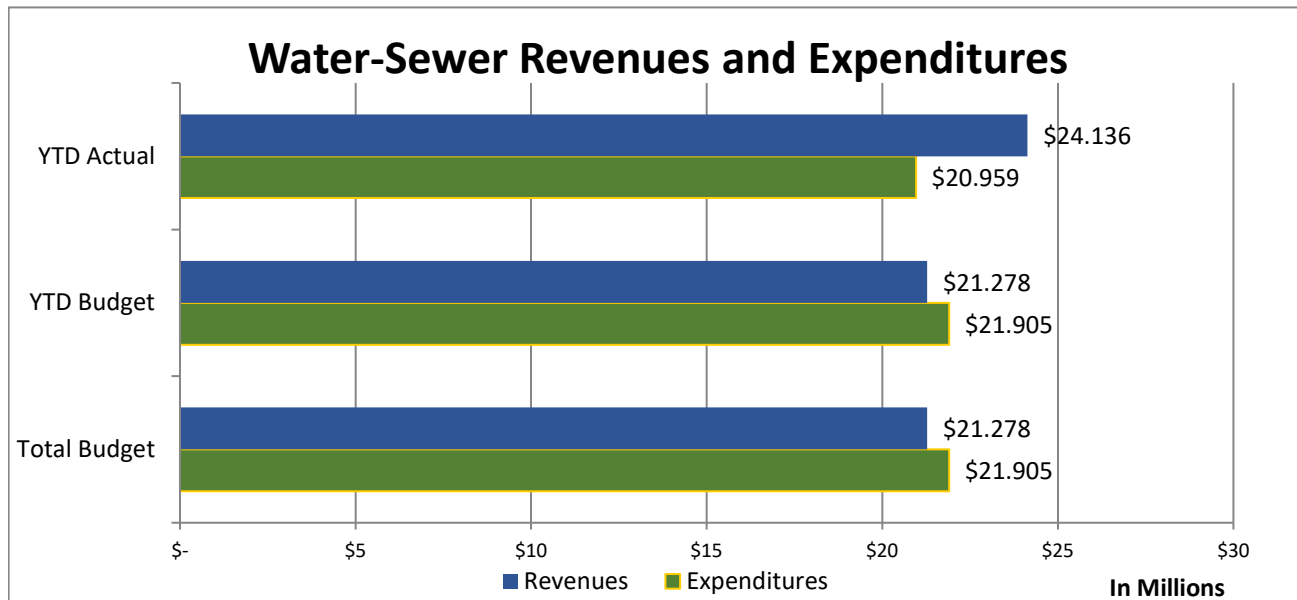
FINANCE DEPARTMENT
BUDGET REPORT

	Apr-23		May-23		Jun-23	
	WATER	SEWER	WATER	SEWER	WATER	SEWER
# of Accts Residential	12,097	11,846	12,118	11,866	12,143	11,893
#of Accts Commercial	457	234	459	235	462	236
Consumption-Residential	77,583,000	72,502,000	103,373,000	73,514,000	119,290,000	75,290,000
Consumption-Commercial	19,470,000	5,186,000	28,922,000	5,672,000	38,660,000	7,173,000
Average Residential Water Consumption	6,413		8,531		9,824	
Billed (\$) Residential	\$ 650,354	\$ 592,894	\$ 890,350	\$ 597,450	\$ 1,000,754	\$ 605,863
Billed (\$) Commercial	\$ 150,491	\$ 29,755	\$ 209,598	\$ 35,707	\$ 268,893	\$ 39,013
Total Billed (\$)	\$ 800,845	\$ 622,649	\$ 1,099,949	\$ 633,157	\$ 1,269,647	\$ 644,876
Rainfall	0.92		0.86		1.9	

	Jul-23		Aug-23		Sep-23	
	WATER	SEWER	WATER	SEWER	WATER	SEWER
# of Accts Residential	12,159	11,909	12,176	11,928	12,204	11,953
#of Accts Commercial	460	237	469	238	472	239
Consumption-Residential	120,735,000	74,364,000	151,433,000	76,167,000	182,115,000	75,905,000
Consumption-Commercial	37,098,000	6,142,000	47,040,000	7,179,000	60,574,000	7,170,000
Average Residential Water Consumption	9,930		12,437		14,923	
Billed (\$) Residential	\$ 1,025,402	\$ 601,296	\$ 1,248,290	\$ 610,043	\$ 1,464,516	\$ 608,656
Billed (\$) Commercial	\$ 260,995	\$ 34,268	\$ 320,219	\$ 39,084	\$ 394,089	\$ 39,181
Total Billed (\$)	\$ 1,286,398	\$ 635,564	\$ 1,568,508	\$ 649,127	\$ 1,858,605	\$ 647,837
Rainfall	1.24		0		1.38	

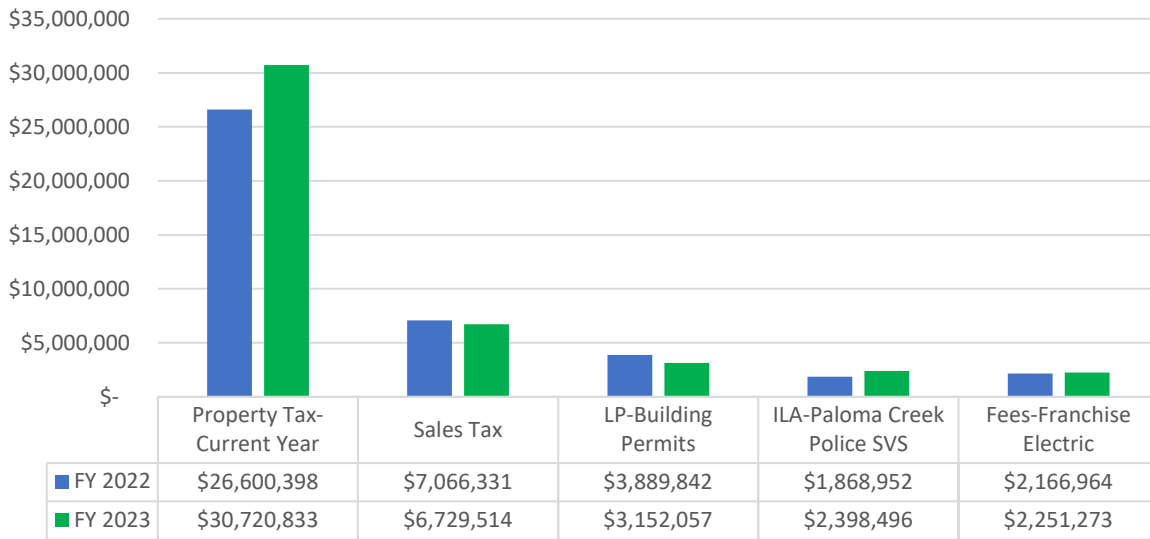






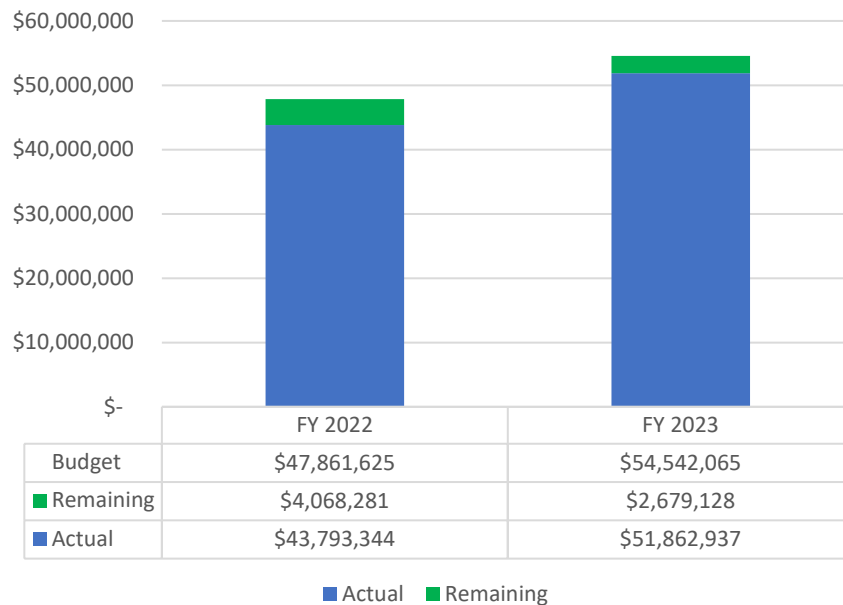
Q4 General Fund Revenue and Expenditure Summary

General Fund - Top 5 Revenue Sources



*Final disbursements of Sales Tax and Franchise Fees will be received in November 2023

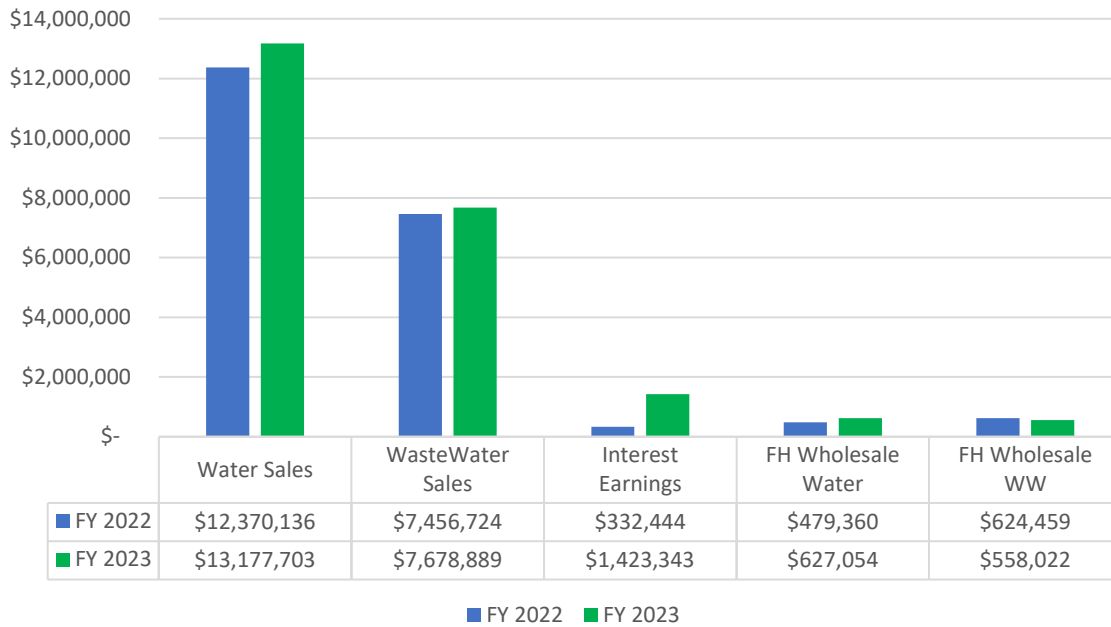
General Fund Operating Expenditures



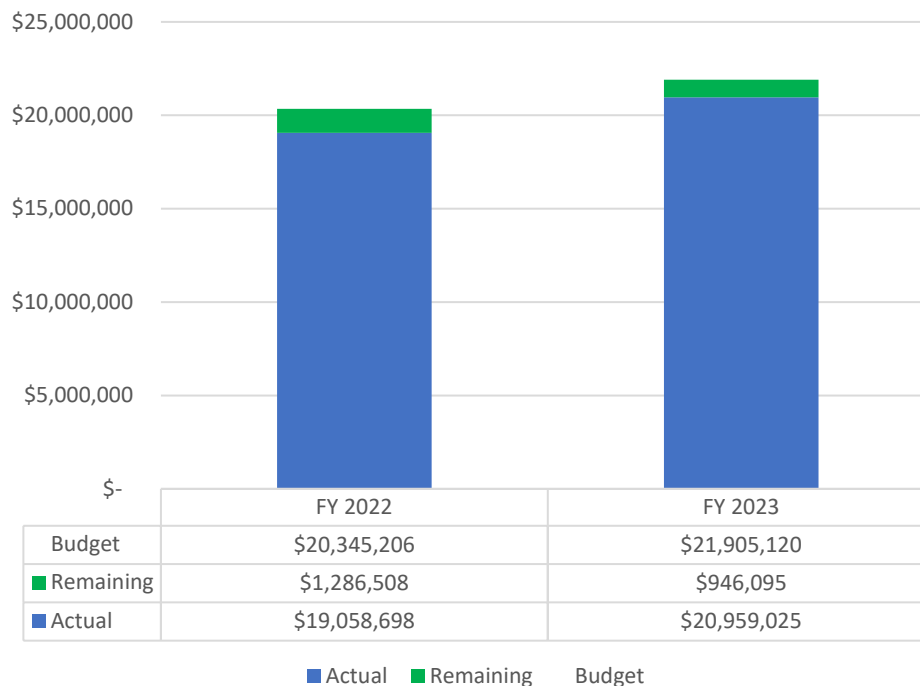
Function	Prior Year Budget	Prior Year Actual	Adopted	Amended	Actual	Remaining
General Government	\$ 9,691,829	\$ 8,148,135	\$ 7,674,858	\$11,846,598	\$11,249,064	\$ 597,534
Community Services	4,123,312	3,410,187	4,533,968	4,551,797	3,471,803	1,079,994
Public Safety	27,404,163	26,454,820	30,135,211	30,688,007	30,223,119	464,887
Culture and Recreation	3,189,497	2,919,439	3,456,404	3,439,355	3,337,341	102,014
Public Works	3,452,824	2,860,763	3,931,039	4,016,308	3,581,609	434,699
TOTAL	\$ 47,861,625	\$ 43,793,344	\$ 49,731,480	\$ 54,542,065	\$ 51,862,937	\$ 2,679,128

Q4 Utility Fund Revenue and Expenditure Summary

Utility Fund - Top 5 Revenue Sources



Utility Fund Operating Expenditures

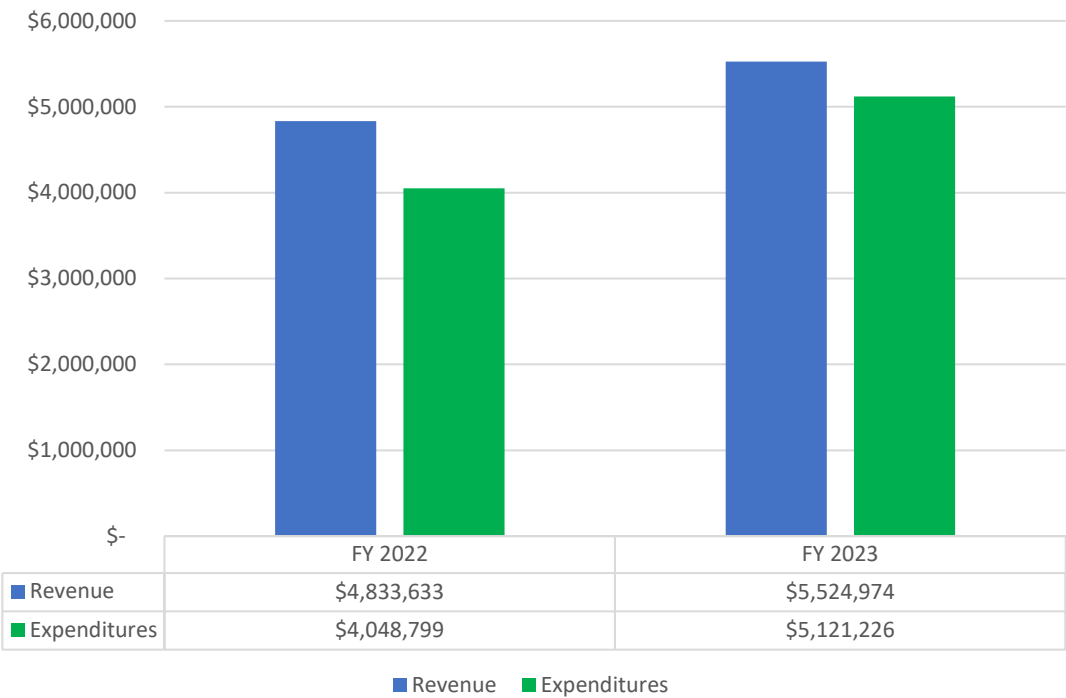


Category	Prior Year Budget	Prior Year Actual	Adopted	Amended	Actual	Remaining
Water	\$ 9,514,020	\$ 9,230,436	\$10,405,152	\$10,415,228	\$10,069,580	\$ 345,648
Wastewater Collection	989,804	869,167	1,033,514	975,250	903,623	71,627
Wastewater Treatment	2,765,283	2,760,003	2,906,507	3,012,657	2,995,167	17,490
Utility Admin	802,570	760,348	1,069,934	1,109,747	814,621	295,126
Utility I&S	4,373,096	4,401,162	4,291,370	4,291,370	4,268,770	22,600
Utility Billing	1,151,433	757,182	1,031,889	1,405,668	1,531,687	(126,019)
Utility CIP	749,000	280,400	654,000	695,200	375,577	319,623
TOTAL	\$ 20,345,206	\$ 19,058,698	\$21,392,366	\$21,905,120	\$20,959,025	\$ 946,095

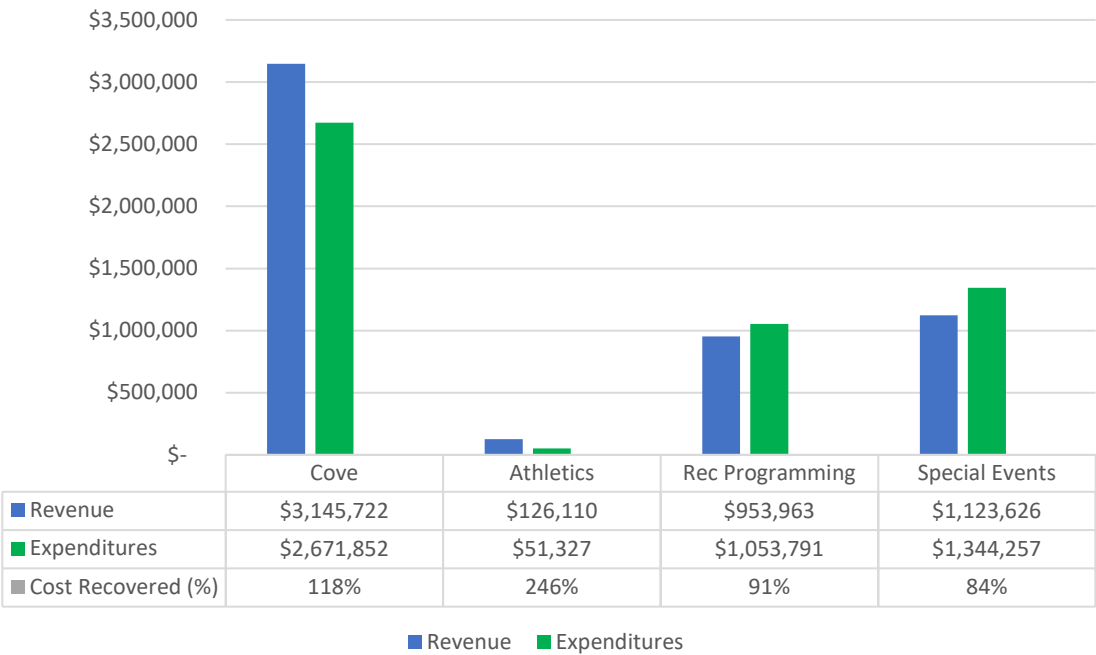


FY 2023 Q4 Parks and Rec Fund Revenue and Expenditure Summary

Parks Fund Revenue vs. Expenditures



Parks Department Revenue vs. Expenditures





Date: 11/07/2023
Agenda Item #: 6. A.
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. 1737 Regarding a Request to Rezone Approximately 5.172 Acres of Land, Currently Zoned as Light Commercial, Generally Located on the Northwest Corner of Oak Grove Parkway and Scarlet Falls Drive, within Little Elm's Town Limits, in Order to Establish a New Planned Development District Based on Light Commercial District, with Modified Development Standards, for the Development of New Commercial Retail and Office Space, and a Drive-Thru Component.**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

Take Action on Ordinance No. 1737:

DESCRIPTION:

Location. Approximately located on the northwest corner of Oak Grove Parkway and Scarlet Falls Drive, within Little Elm's town limits.

Background.

Subject property is currently vacant, undeveloped land, zoned Light Commercial (LC), and annexed into the Town in 2002 through Ordinance No. 561. In 2022 the Town adopted a revision to the Future Land Use Plan (FLUP), based on the recent West Side Special Area Study, which established the vision for this area to develop as "Neighborhood Retail Commercial."

"Neighborhood Retail Commercial" is defined as: *"Mostly neighborhood retail with restaurants uses or mid-rise office buildings which may include professional offices as a transition to adjoining neighborhoods"*

The land to the south and southeast also follows the same FLUP designation of Neighborhood Retail Commercial. The land to east is zoned LC and the ACE Hardware development to the south, on the south side of Oak Grove Parkway, is zoned, through a Planned Development district based

on the LC district with modified development standards. The land to the north and northeast is the completed Oak Grove residential subdivision. To the west is the Oak Grove Parkway, town limits, and City of Oak Point Extraterritorial Jurisdiction.

In late 2022 the applicant reached out to the Town explaining that they were interested in buying this property and wanted more information on what the property could do by right per the zoning ordinance, and the likelihood of approval to rezone to accommodate other uses and modified standards. In October 2022 the applicant bought the property and in March 2023 they submitted a request for a Planned Development District.

Proposal.

The applicant is proposing to rezone the property to establish a new Planned Development (PD) district utilizing the Light Commercial (LC) district in order to allow a new commercial development, consisting of six buildings, featuring medical office, general office, retail, and restaurant uses, with a drive-thru component. The property owner is proposing to meet Light Commercial zoning district requirements with the following requested modifications to the standards:

- Use: Drive-Thru by right, only as shown on the Concept Plan
- Parking:
 - Off-Street Parking Ratio of 1 parking space per 250 square feet.
 - Internal double row of parking shall provide landscape islands every 14 spaces, as shown on site plan.
- Lot Regulations: Maximum Lot Coverage of 80%.
- Landscaping: Alternative foundation planting requirement provided through enhanced pedestrian amenities

Uses.

The uses allowed by right in the PD will remain the same as those allowed within the LC district except for allowance of the drive-thru component as shown on the site plan.

Design Standards.

The applicant is proposing three commercial retail buildings (Shown as Buildings 1, 5, and 6 in the site plan) totaling 27,349 square feet that will serve as restaurant or retail. These three retail buildings make up the majority of the buildings seen from the street. Behind Buildings 5 & 6 are three buildings designated for either medical office, general office, or retail. These buildings (shown as 2, 3, & 4 in the site plan) are each 5,000 square feet, totaling 15,000 square feet.

Building 1 features prominent height and corner accents and articulations with varied materials that add to the visual interest of the building. It is positioned along Oak Grove Parkway but the primary façade, the East Façade, is internal to the site. This building was newly introduced post the Planning and Zoning Commission meeting, in order to replace the previously proposed standalone drive-thru. The calculation tables do not appear to be correctly represented on the façade plans, so the actual material or glazing percentages are unclear.

Building 5 fronts along Oak Grove Parkway and features prominent height and corner accents and articulations with varied materials that add to the visual interest of the building. The primary façade features 34% glazing of the total façade, 57% Class “A” materials, 36% class “B” materials, and 7% accent materials. This building also includes an endcap drive-thru, on the north portion of the building, which in LC districts would require a Specific Use Permit. The proposed drive-thru is shown to meet the SUP required site criteria.

Section 106.05.02 of the Town’s Code of Ordinances, which covers criteria for SUPs, provides for

the following drive-thru 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.
- b. Auto-oriented facilities shall not block or conflict with pedestrian or bicycle access or walkways.
- c. Screening shall be provided between the facility and any public right-of-way using evergreen screening vegetation, at least 36 inches in height, at the time of planting, a low fence or wall, no more than 42 inches in height, or a combination of both.
- 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.

Building 6 also fronts Oak Grove Parkway and features similar architecture though with less pronounced corner articulations. The primary façade meets the glazing requirement, providing 35% glazing. The building materials for the primary facade consist of 65% Class “A”, 26% Class “B”, and 9% accent materials.

Buildings 2, 3, & 4 all have the same proposed elevations for all four sides. Along the southern façade, which is the primary façade, the applicant is proposing 66% Class “A” materials and 44% Class “B”. The applicant is also proposing 20% glazing on the primary facades instead of the required 30%. These proposed buildings do not front onto a public right-of-way and office uses typically request less glazing than typical retail uses. The buildings meet the Town’s requirement for both horizontal and vertical articulations.

Landscaping Standards.

The landscaping standards the applicant is proposing meet the Town’s requirements for perimeter and interior landscaping, plant species and size, and landscape points. The perimeter landscaping provided, gives a double row of trees on the northern boundary and most of the eastern boundary where the property backs up the residential subdivision. All vehicular areas are properly screened by evergreen shrubs, and enhanced landscaping is provided at the northwest corner of the property, where the parking area is located in front of the building.

Along Oak Grove Parkway, tree plantings are provided at one large shade tree every 20 linear feet with three additional ornamental trees added per five shade trees. The corner on the intersection of Oak Grove Parkway and Scarlet Falls Drive provides a planting bed with shrubs and seasonal color plantings, per Town Ordinance requirements.

The applicant is requesting to meet the foundation planting requirements by creating several pedestrian friendly seating areas throughout the development. There is a covered area near the main entrance to the development as well as a seating area between Buildings 5 and 6.

Parking.

Typical Light Commercial parking requirements for the proposed uses for the site are as follows:

General Office	1 space per 300 sq. ft.
Medical Office	1 space per 200 sq. ft.
Retail	1 space per 200 sq. ft.
Restaurant*	1 space per 100 sq. ft.

**There is a distinction for restaurants part of a development with over 15,000 sq. ft. of building space which allows a 1:200 ratio instead of the 1:100 for stand-alone sites.*

The applicant is proposing a modified parking ratio of 1:250 for all uses, office, retail, and restaurant. All proposed parking spot sizes are 10 feet by 20 feet as required by Town Ordinance and, with the exception of the interior double-parking row, all meet the Town's requirement for a landscaping island every 10 spaces. Parking spaces along the perimeter landscaping provide for an overhang in place of curb stops, which is an allowed alternative. Curb stops are provided for spaces adjacent to the buildings as shown on the site plan. The proposal also meets the Town's requirement for bike rack parking.

Subdivision.

The proposed development, as a whole, meets the Town's Subdivision requirements.

Signage.

Applicant is proposing to fully comply with all the provisions of Chapter 86 – Sign Ordinance.

The drive-thru menu board and speaker system as shown on the plans, is proposed not to exceed fifty (50) decibels of noise level, measured at the property boundary where subject tracts are adjacent to residential uses.

Fire and Engineering.

Proposed development plans have been reviewed and generally approved for the purposes of the zoning request only; this is not an approval of the plans for actual construction and does not prevent additional necessary changes to the site plan as determined during the review of the Site Development Permit.

Comprehensive Plan.

The proposed development is in accordance with the Town's Comprehensive Plan and Future Land Use Plan. The Town envisions this property as neighborhood level retail, which aligns with the intent of the proposed development.

Commission Findings.

This request originally contained two lots, Lot 1 on the north portion of the site, housed a standalone drive-thru, and Lot 2 housed the commercial retail and office buildings, with one end-cap drive-thru. When the request was heard by the Planning and Zoning Commission on September 21, 2023. The Commission had concerns over the layout of the proposed drive-thru on the north side of the property, specifically potential nuisances to the adjacent neighborhood. Several nearby residents attended the public hearing and while most of them were in support of the proposed commercial development, several spoke about their concerns of increased traffic, screening wall, and operation hours, noise and odor nuisances specific to the drive-thru. The applicant, having heard the concerns of the Commission and nearby residents, requested to extend the agenda item to the October 5, 2023 meeting in order to redesign the site to mitigate the concerns.

At their regular meeting on October 5, 2023, the Planning and Zoning Commission heard the revised request where the applicant had re-oriented the drive-thru further from the adjacent neighborhood. Despite the revised layout, the Commission voiced their continued concerns over the potential nuisances from the proximity of the proposed drive-thru. Several of the same residents attended the public hearing and voiced the same concerns over the drive-thru proximity. After extensive discussion, the Planning and Zoning Commission recommended to deny the proposed request unanimously (7-0).

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDED ACTION:

Properties located at the edge of Town are treated as gateway districts, which provide opportunity to make a high-quality pronounced statement through elements of building and site design, ensuring an enhancement in the visual environment as drivers enter the Town of Little Elm. Subject property is located on the edge of Town within such an envisioned gateway district, and the applicant has coordinated with Staff to provide landscaping and pedestrian areas to reflect such desired enhancements. Additionally, the applicant has agreed to coordinate with the Town the dedication of an easement along the property's frontage toward a possible Little Elm gateway monument in the future.

The applicant has made a lot of effort toward the Town's vision for the area through the proposed site and building improvements, as well as their overall willingness to provide a quality development for the Town. This is in part reflected by the comments made by the adjacent residents during the Planning and Zoning Commission meetings.

The proposed development features a mixture of uses that would fit within the vision of the Future Land Use Plan by serving the adjacent residential community, providing neighborhood level retail and services. The added pedestrian features within the site also create a viable bike-friendly and walkable destination for nearby residents. The landscaping and chosen enhancements to building design also create a notable improvement to the pedestrian environment. The applicant is prioritizing tree planting and open space provision toward the front of the property in key locations in order to soften the vehicular centric atmosphere created by this highly trafficked intersection.

After the request was denied at the Planning and Zoning Commission, the applicant's team worked with Staff in order to revise the site plan to replace the previously proposed drive-thru with another commercial retail building, in order to alleviate the resident's concerns with any potential nuisances associated with such uses.

Staff is generally supportive of the revised proposal, as it appears to address the reasons for the Commission's denial. However, due to the limited timeframe between the Commission and the Council meeting, there are additional improvements that were not able to be addressed prior to agenda posting.

- Facade materials calculations tables for Building 1 need to be revised to show correct square footages and percentages.
- Building 1's orientation on the site creates three primary facades, East, South, and West, which are clearly visible from Oak Grove Parkway. Staff believes that these facades should be redesigned to enhance the design and increase the glazing in order to create the perception of an active storefront.
- When the site plan was revised, the detention pond was relocated to the northernmost portion of the site, which eliminated previously shown pedestrian walkway. Typically, the Town requires detention/retention ponds to provide certain landscape enhancements and pedestrian amenities in an effort to utilize these areas as an added green space. Staff believes that there is opportunity to provide such amenities here.

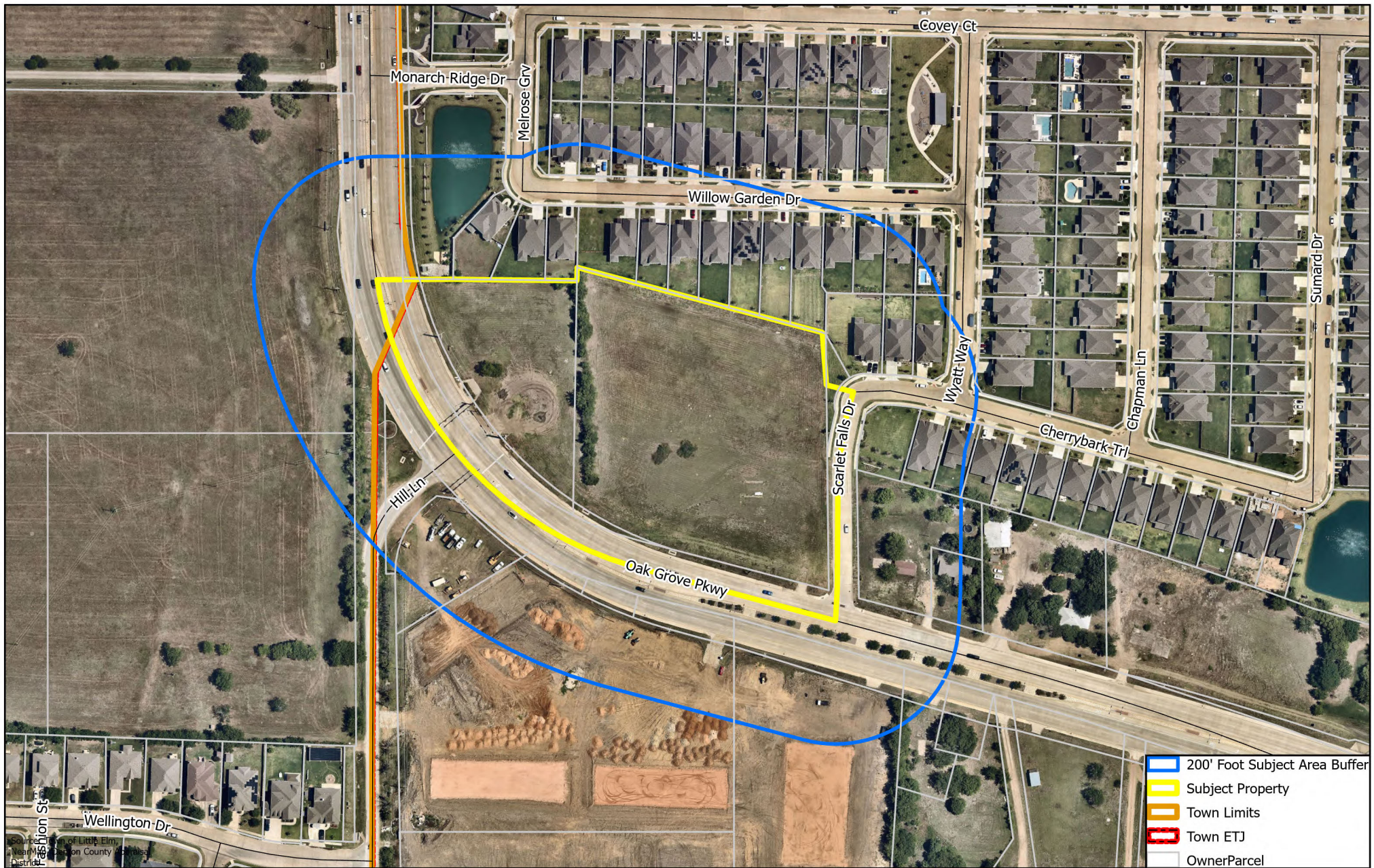
If the Town Council considers approval of the request, Staff recommends it be conditioned on the following revisions to the plans and PD Narrative:

1. Facade materials calculations tables for Building 1 need to be revised to show correct square footages and percentages.
2. Building 1's East, South, and West facades should be redesigned to enhance the design and increase the glazing in order to create the perception of an active storefront.
3. Detention/Retention areas along a right-of-way shall be amenitized with improvements such as, but not limited to, a bench, shaded seating structure, pavilion, and enhanced landscaping. A paved walking path must be provided surrounding the area and connecting to existing sidewalks along the right-of-way and pedestrian paths within the development.

Attachments

Location Map

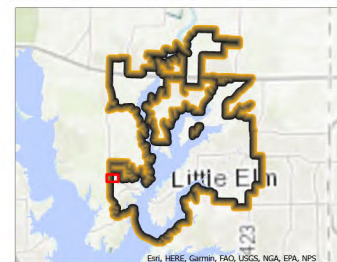
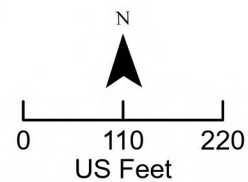
Ordinance No. 1737



Planned Development
2135 OAK GROVE PKWY, LITTLE ELM, TX 75068

Town of Little Elm
Denton County, Tx

Date: 8/4/2023



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

**TOWN OF LITTLE ELM
ORDINANCE NO. 1737**

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY ESTABLISHING A NEW PLANNED DEVELOPMENT - LIGHT COMMERCIAL (PD-LC) DISTRICT IN ORDER TO ALLOW A NEW COMMERCIAL DEVELOPMENT WITH MODIFIED DEVELOPMENT STANDARDS ON APPROXIMATELY 5.172 ACRES OF LAND, GENERALLY LOCATED ON THE NORTHWEST CORNER OF OAK GROVE PARKWAY AND SCARLET FALLS DRIVE; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, a request for Planned Development-Light Commercial (PD-LC) with modified development standards on approximately 5.172 acres of land, more specifically described in the exhibits, attached hereto; and

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

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

WHEREAS, at its regular meeting held on October 5, 2023 the Planning & Zoning Commission considered and made recommendations on Case No. PD-23-10136; 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 establishing a new Planned Development-Light Commercial (PD-LC) based on Light Commercial (LC) district requirements with modified uses and development standards in order to allow a new commercial development on approximately 5.172 acres of land generally located on the northwest corner of Oak Grove Parkway and Scarlet Falls Drive, within Little Elm Town limits, more particularly described as **Exhibit A**, and attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

SECTION 3. CONDITIONS AND REGULATIONS. The permitted uses and standards shall be in accordance with the Light Commercial (LC) District and all applicable provisions of Chapter 106 – Zoning Ordinance in general, unless otherwise specified herein:

- a) The Zoning and Land Use Regulations, and all conditions set forth in **Exhibit B** attached hereto and made a part hereof for all purposes shall be adhered to in their entirety for the purposes of this Planned Development. In the event of conflict between the provisions of **Exhibit B** and provisions of any other exhibit, the provisions of **Exhibit B** control.

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

- a) If, after two years from the date of approval of the Planned Development Master Plan, no substantial development progress has been made within the PD, then the Planned Development Master Plan shall expire. If the Planned Development

Master Plan expires, a new Planned Development Master Plan must be submitted and approved according to the procedures within the Zoning Ordinance, Planned Development Districts. An extension of the two year expiration shall be granted if a development application for the PD has been submitted and is undergoing the development review process or if the Director of Development Services determines development progress is occurring.

- b) The Planned Development Master Plan shall control the use and development of the property, and all building permits and development requests shall be in accordance with the plan until it is amended by the City Council.
- c) If a change to the Concept Plan, if any, is requested, the request shall be processed in accordance with the development standards in effect at the time the change is requested for the proposed development.

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

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

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 7th day of November, 2023.

Town of Little Elm, Texas

Curtis Cornelious, Mayor

ATTEST:

Caitlan Biggs, Town Secretary

Exhibit A
Metes and Bounds

PROPERTY DESCRIPTION 1.359 ACRES

BEING A 1.359 ACRE TRACT OF LAND SITUATED IN THE DAVID M. CULE SURVEY, ABSTRACT NO. 226, DENTON COUNTY, TEXAS, BEING ALL THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO KELSEY KIRK MARIN, AS RECORDED IN INSTRUMENT NO. 81949, OFFICIAL RECORDS, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND MAG NAIL AT THE COMMON EAST CORNER OF SAID MARIN TRACT AND LOT 4, BLOCK B, OAK GROVE, AN ADDITION TO DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2020-406, SAID OFFICIAL RECORDS, SAID NAIL BEING ON THE WEST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO WILLIAM P. MAROSKI AND BEVERLY MAROSKI, AS RECORDED IN INSTRUMENT NO. 97-R0069147, SAID OFFICIAL RECORDS;

THENCE SOUTH $01^{\circ} 41' 44''$ EAST (DEED = SOUTH $00^{\circ} 04' 44''$ WEST), A DISTANCE OF 362.61 FEET ALONG THE COMMON LINE OF SAID MARIN AND MAROSKI TRACTS TO A 1/2-INCH IRON ROD FOUND ON THE NORTHEAST LINE OF FARM TO MARKET ROAD NO. 720, BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 610.00 FEET;

THENCE ALONG SAID NORTHEAST LINE AND SAID CURVE AN ARC DISTANCE OF 458.93 FEET, HAVING A CHORD BEARING AND DISTANCE OF NORTH $36^{\circ} 29' 16''$ WEST - 448.18 FEET TO A 1/2-INCH IRON ROD SET WITH CAP STAMPED "PREMIER SURVEYING" AT THE NORTHWEST CORNER OF SAID MARIN TRACT;

THENCE NORTH $89^{\circ} 31' 30''$ EAST ALONG THE NORTH LINE OF SAID MARIN TRACT, PASSING A 5/8-INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF LOT 1X, AFORESAID BLOCK B, AT A DISTANCE OF 5.13 FEET AND CONTINUING ALONG THE COMMON LINE OF SAID MARIN TRACT AND SAID LOT 1X, PASSING A 1/2-INCH IRON ROD FOUND AT THE COMMON SOUTH CORNER OF SAID LOT 1X AND LOT 2, SAID BLOCK, AT A DISTANCE OF 55.85 FEET AND CONTINUING ALONG THE COMMON LINE OF SAID MARIN TRACT AND SAID LOT 2, PASSING A 1/2-INCH IRON ROD FOUND AT THE COMMON SOUTH CORNER OF SAID LOT 2 AND LOT 3, SAID BLOCK, AT A DISTANCE OF 114.85 FEET AND CONTINUING ALONG THE COMMON LINE OF SAID MARIN TRACT AND SAID BLOCK B A TOTAL DISTANCE OF 255.79 FEET TO THE POINT OF BEGINNING AND CONTAINING 59,201 SQUARE FEET OR 1.359 ACRES OF LAND.

PROPERTY DESCRIPTION - 3.813 ACRES

BEING ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND SITUATED IN THE D. M. CULE SPEER SURVEY ABSTRACT NUMBER 226 IN THE TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS, BEING A PART OF THAT CERTAIN TRACT OF LAND CONVEYED BY DEED FROM SUBURBAN PROPANE, L.P. TO WILLIAM P. MAROSKI AND BEVERLY MAROSKI RECORDED UNDER CLERK'S FILE NUMBER 97-R0069147, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CAPPED IRON ROD MARKED RPLS 4561 FOUND FOR CORNER IN THE NORTH LINE OF FARM TO MARKET HIGHWAY NUMBER 720 ALSO KNOWN AS OAK GROVE PARKWAY, A PUBLIC ROADWAY HAVING A VARIABLE WIDTH RIGHT-OF-WAY SAID POINT BEING THE SOUTHEAST CORNER OF THE REMNANT OF THAT CERTAIN TRACT OF LAND CONVEYED BY DEED FROM NORTH DALLAS BANK AND TRUST COMPANY TO KELSEY KIRK MARIN RECORDED UNDER DOCUMENT NUMBER 2021-81949, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS;

THENCE N 00° 42' 37" W, 384.86 FEET WITH THE EAST LINE OF SAID MARIN TRACT TO A POINT IN A FENCE CORNER FOR CORNER, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 5, BLOCK B OF OAK GROVE, AN ADDITION TO THE TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED UNDER DOCUMENT NUMBER 2020-406, PLAT RECORDS, DENTON COUNTY, TEXAS;

THENCE S 75° 08' 02" E, 417.50 FEET WITH THE SOUTH LINE OF SAID BLOCK B OF SAID OAK GROVE TO A CAPPED IRON ROD MARKED RPLS 4561 SET FOR CORNER, SAID POINT BEING THE NORTHWEST CORNER OF LOT 19X IN SAID BLOCK B OF SAID OAK GROVE;

THENCE S 00° 37' 38" E, 417.50 FEET WITH THE WEST LINE OF SAID LOT 19X AND WITH THE WEST LINE OF SCARLETT FALLS DRIVE, A PUBLIC ROADWAY HAVING A VARIABLE WIDTH RIGHT-OF-WAY TO A CAPPED IRON ROD MARKED KHA FOUND FOR CORNER IN SAID NORTH LINE OF SAID FARM TO MARKET HIGHWAY;

THENCE N 75° 14' 04" W, 257.30 FEET WITH SAID NORTH LINE OF SAID F. M. HIGHWAY TO A CAPPED IRON ROD MARKED RPLS 4561 FOUND FOR CORNER;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16° 09' 13", A RADIUS OF 610.00 FEET, AN ARC LENGTH OF 171.98 FEET, WHOSE CHORD BEARS N 64° 21' 19" W, 171.41 FEET WITH SAID NORTH LINE OF SAID F. M. HIGHWAY TO THE PLACE OF BEGINNING AND CONTAINING 3.813 ACRES OF LAND.

Exhibit B
PD Standards

PLANNED DEVELOPMENT DISTRICT STATEMENT OF INTENT AND PURPOSE

This zoning submittal encompasses approximately 5.172 total acres of land within the Town of Little Elm, more fully described on the legal description attached as Exhibit A (the "Property"). The planned development ("PD") will allow for a new commercial development, consisting of six buildings, featuring medical office, general office, retail, and restaurant uses, with one end-cap drive thru component. The elements within this PD will contribute to a high-quality multitenant commercial development that enhances the natural characteristics of the property, while still providing the highest and best use for the property based on its location and access, as well as help serve as the gateway into the Town. This PD will provide the zoning regulations, as depicted in Exhibit B, necessary to develop the site. The final layout must generally conform to Exhibit C.

It is the intent of this PD to primarily follow the Light Commercial (LC) zoning regulations as the base district, with modified development standards and uses as outlined within this PD ordinance, therefore amending the existing Town of Little Elm Zoning Map. Any conflict between this PD and the Zoning Ordinance shall be resolved in favor of those regulations set forth in this PD, or as may be ascertained through the intent of this PD. As used herein "Zoning Ordinance" means the comprehensive zoning of the Town of Little Elm, Texas, in effect on the effective date of this Agreement, except otherwise defined in this Agreement. Uses and development regulations specifically modified, designated, or included in this PD shall not be subject to amendment after the date of the adoption of this PD (the "Effective Date") (whether through the amendment of the Zoning Ordinance or otherwise), except through an amendment of this PD. Uses and development regulations which otherwise are not specifically modified, designated or included in this PD shall be controlled by the "Zoning Ordinance", unless the context provides to the contrary.

As used herein, "Director" means the Director of Development Services.

Conceptual plan required. The Concept Plan attached hereto as Exhibit C, and incorporated herein by reference, demonstrates potential locations and relationships of the uses permitted under this PD. An amendment to a concept plan approved as a part of the ordinance establishing the planned development district is a change in zoning district classification and must follow the same procedures set forth in Section 106.04.03, except the Director may approve minor revisions which do not alter the basic relationship of the proposed development.

PLANNED DEVELOPMENT DISTRICT STANDARDS

Except as otherwise set forth in these development standards, the development of this area shall follow the regulation of the Town Little Elm's Zoning Ordinance and the Subdivision Ordinance, as they exist, or may be amended, at the time of development.

GENERAL CONDITIONS FOR THE PD

1. Purpose:

The purpose of this Planned Development is to allow for a mixture of commercial retail, restaurant, and office uses supported by complimentary development standards that allow for the development to also serve as a gateway for the Town. This PD will allow for alternative standards to off-street parking requirement to serve the overall development, modification of the parking island requirements, maximum lot coverage requirements, and an alternative to the foundation planting requirement. Anticipated construction start in 2nd quarter of 2024.

2. Base Zoning District:

The permitted uses and standards will be in accordance with the Light Commercial District (LC) zoning district as defined in the Zoning Ordinance, unless otherwise specified in the PD regulations.

3. Uses:

All permitted uses in the Light Commercial (LC) district shall be allowed with the same provisions and restrictions, including uses permitted by a Specific Use Permit (SUP) and Conditional Use Permit (C), except as noted below:

Uses Permitted by Right

- Restaurant with Drive-Thru (as shown on Concept Site Plan)

4. Lot Regulations: Setbacks, side yards, rear yards, maximum building heights, maximum floor area, and landscape buffers shall be in accordance with the Zoning Ordinance, unless otherwise specified in the PD.

Maximum Lot Coverage: 80%

5. Architectural Standards: Architectural standards shall be in accordance with the Zoning Ordinance. Reference Sec. 106.06.05 for architectural standards for commercial structures, except as specified below.

Architectural standards as provided on Architectural façade plans.

6. Landscape. All provisions within Article VI. Division 4. Landscaping and Tree Preservation shall be met, as it exists or may be amended in accordance with the standards in effect at the time of development, or requested change, unless otherwise shown on the Landscape Plans attached hereto.

Foundation plantings or sidewalk tree gates are to be omitted, and instead, additional pedestrian features such as plazas, seating areas, fountains, and/or outdoor recreation facilities will occupy an area equal to or greater than ten percent of the total building area in accordance with Sec 106.06.18.b.d.

7. Parking Regulations: All provisions within Article VI. Division 4. Parking, Stacking, and Loading Standards shall be met except as specified below:

Off-Street Parking: Shared parking will be allowed between all tenants during different peak hour needs. Shared Parking Requirement: Provide one parking stall per 250 SF of building floor area.

Landscaped Parking Islands:

Provide one landscaped parking island for every 10 parking stalls unless double row parking is provided, internal to the site, as shown in site plan. Provide one landscaped parking island for every 14 stalls for double row parking as shown in site plan.

8. Screening: All provisions within Article VI. Division 3 Screening Walls and Fences shall be met.
9. Signs: All provisions within Chapter 86 – Sign Ordinance shall be met except as specified below:

Restaurant drive-thru menu sign and speaker: Drive-thru menu sign and speaker system location as shown on the Site Plan. Any drive-up or drive-thru speaker system shall emit no more than fifty (50) decibels of noise level, measured at the property boundary where subject tracts are adjacent to residential uses.

Waivers:

- Provide one parking stall per 250 SF of building floor area.
- Internal double row of parking shall provide landscape islands every 14 spaces, as shown in site plan.
- Maximum Lot Coverage to be 80%.
- Alternative foundation planting requirement provided through enhanced pedestrian amenities
- Drive-Thru by right, only as shown on the Concept Plan

Exhibit C
Development Plans



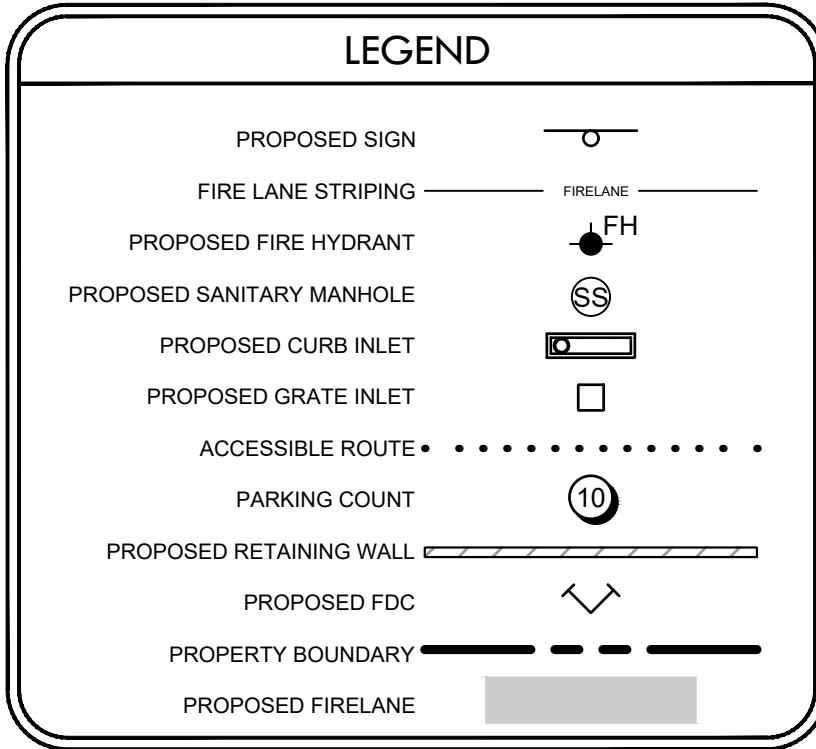
Know what's below.
Call before you dig.

PRELIMINARY
FOR REVIEW ONLY
THESE DOCUMENTS ARE FOR
DESIGN REVIEW ONLY AND
NOT INTENDED FOR THE
PURPOSES OF CONSTRUCTION,
BIDDING OR PERMIT. THEY
WERE PREPARED BY, OR
UNDER THE SUPERVISION OF:
PATRICK C. FILSON
P.E.# 108577
DATE: October 31, 2023

RIDGE REALTY
PARTNERS LLC

15769 PLEAT LEAF ROAD
FRISCO, TEXAS 75033
PH: 832-998-4818
KRISHNA KATEPALLI

2135 OAK GROVE
TOWN OF LITTLE ELM
DENTON COUNTY, TEXAS



- LAYOUT & DIMENSIONAL CONTROL NOTES:
- BOUNDARY LINES AND EASEMENT: REFER TO THE FINAL PLAT TO VERIFY PROPERTY LINES AND EXISTING EASEMENT LOCATIONS.
 - DIMENSION CONTROL: UNLESS NOTED OTHERWISE, ALL PAVING DIMENSIONS SHOWN ARE TO FACE OF CURB.
 - CURB RADIUS: UNLESS NOTED OTHERWISE, ALL CURB RADIUS SHALL BE 3' AT FACE OF CURB.
 - BUILDING DIMENSIONS: REFERENCE ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS.
 - CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND COORDINATES PRIOR TO CONSTRUCTION.
 - ALL COORDINATES ARE U.S. SURVEY FEET, NAD '83 SURFACE.

NOTE TO CONTRACTOR
THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES (WHETHER SHOWN ON PLANS OR NOT) PRIOR TO COMMENCING CONSTRUCTION. IF FIELD CONDITIONS DIFFER SIGNIFICANTLY FROM LOCATIONS SHOWN ON THE PLANS, THE CONTRACTOR SHALL CONTACT THE PROJECT ENGINEER PRIOR TO PROCEEDING WITH CONSTRUCTION.

ELECTRIC VEHICLE NOTE
ELECTRIC VEHICLE CONDUIT IS PROVIDED FOR 1 SPACE PER 25 SPOTS

SITE PLAN KEY	
①	PROP. METER (DOMESTIC)
②	PROP. DDC (FIRE SERVICE)
③	PROP. METER (IRRIGATION)

TXDOT R.O.W. NOTE
ALL IMPROVEMENTS WITHIN TXDOT R.O.W. BY SEPARATE PERMIT



GRAPHIC SCALE

SCALE: 1" = 30'

SITE PLAN
CITY PROJECT NO. PD-23-01036

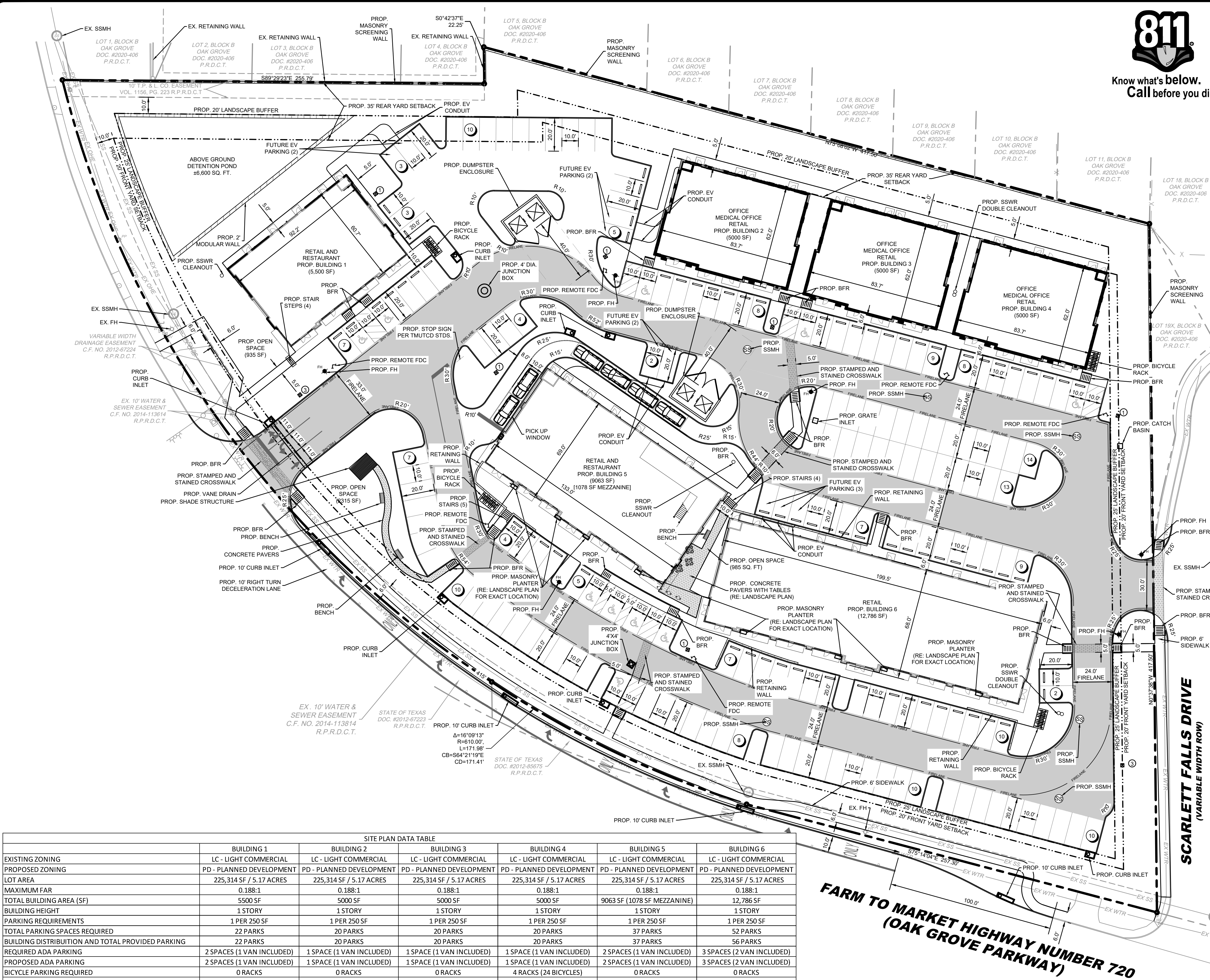
2135 OAK GROVE
5.172 ACRES
D.M. CULE SURVEY A-226
(DOC. NO. 2021-01949 P.R.D.C.T.)
C.F. #97-R006947 P.R.D.C.T.)
CITY OF LITTLE ELM,
DENTON COUNTY, TEXAS
PREPARATION DATE: 10/31/2023

OWNER/APPLICANT
RIDGE REALTY PARTNERS LLC
15769 PLEAT LEAF ROAD
FRISCO, TEXAS 75034
PH: 832-998-4818
CONTACT: KRISHNA KATEPALLI

LANDSCAPE ARCHITECT
STUDIO GREEN SPOT, INC.
1333 W. MCDEMOTT DR #200
ALLEN, TX 75013
PH: 469-369-4448
CONTACT: CHRIS TRONZANO, RLA

ENGINEER
KIRKMAN ENGINEERING, LLC
5200 STATE HIGHWAY 121
COLLEYVILLE, TX 76034
PH: 817-488-4960
CONTACT: PATRICK FILSON, PE

SURVEYOR
BARTON CHAPA SURVEYING
5200 STATE HIGHWAY 121
COLLEYVILLE, TX 76037
PH: 817-864-1957
CONTACT: JACK BARTON, RPLS



SITE PLAN DATA TABLE						
	BUILDING 1	BUILDING 2	BUILDING 3	BUILDING 4	BUILDING 5	BUILDING 6
EXISTING ZONING	LC - LIGHT COMMERCIAL	LC - LIGHT COMMERCIAL	LC - LIGHT COMMERCIAL	LC - LIGHT COMMERCIAL	LC - LIGHT COMMERCIAL	LC - LIGHT COMMERCIAL
PROPOSED ZONING	PD - PLANNED DEVELOPMENT	PD - PLANNED DEVELOPMENT	PD - PLANNED DEVELOPMENT	PD - PLANNED DEVELOPMENT	PD - PLANNED DEVELOPMENT	PD - PLANNED DEVELOPMENT
LOT AREA	225,314 SF / 5.17 ACRES	225,314 SF / 5.17 ACRES	225,314 SF / 5.17 ACRES	225,314 SF / 5.17 ACRES	225,314 SF / 5.17 ACRES	225,314 SF / 5.17 ACRES
MAXIMUM FAR	0.188:1	0.188:1	0.188:1	0.188:1	0.188:1	0.188:1
TOTAL BUILDING AREA (SF)	5500 SF	5000 SF	5000 SF	5000 SF	9063 SF (1078 SF MEZZANINE)	12,786 SF
BUILDING HEIGHT	1 STORY	1 STORY	1 STORY	1 STORY	1 STORY	1 STORY
PARKING REQUIREMENTS	1 PER 250 SF	1 PER 250 SF	1 PER 250 SF	1 PER 250 SF	1 PER 250 SF	1 PER 250 SF
TOTAL PARKING SPACES REQUIRED	22 PARKS	20 PARKS	20 PARKS	20 PARKS	37 PARKS	52 PARKS
BUILDING DISTRIBUTION AND TOTAL PROVIDED PARKING	22 PARKS	20 PARKS	20 PARKS	20 PARKS	37 PARKS	56 PARKS
REQUIRED ADA PARKING	2 SPACES (1 VAN INCLUDED)	1 SPACE (1 VAN INCLUDED)	1 SPACE (1 VAN INCLUDED)	1 SPACE (1 VAN INCLUDED)	2 SPACES (1 VAN INCLUDED)	3 SPACES (2 VAN INCLUDED)
PROPOSED ADA PARKING	2 SPACES (1 VAN INCLUDED)	1 SPACE (1 VAN INCLUDED)	1 SPACE (1 VAN INCLUDED)	1 SPACE (1 VAN INCLUDED)	2 SPACES (1 VAN INCLUDED)	3 SPACES (2 VAN INCLUDED)
BICYCLE PARKING REQUIRED	0 RACKS	0 RACKS	0 RACKS	4 RACKS (24 BICYCLES)	0 RACKS	0 RACKS
BICYCLE PARKING PROVIDED	0 RACKS	0 RACKS	0 RACKS	4 RACKS (24 BICYCLES)	0 RACKS	0 RACKS
MAXIMUM LOT COVERAGE (%)	-	-	-	70	-	-
IMPERVIOUS COVER (SF)	-	-	-	152305	-	-
LOT COVERAGE (%)	-	-	-	68	-	-
OPEN SPACE PROVIDED	-	-	-	4235 SF	-	-

FILE PATH: K:\sharip23001_116_ElmDrawings\01_Concept Plan\03_Production\03_0 SITE PLAN.dwg
PLANNED: C:\0 SITE PLAN.dwg
PLOTTER: CT-CAL-001
PLOT DATE: 10/31/2023

CONCEPT
PLAN

SHEET:
1

FACADE INFORMATION

FACADE PLAN:

THE FM720 PREMIERE OAKS DEVELOPMENT

BUILDING OWNER: RIDGE REALTY PARTNERS, LLC
15500 PLAT LEW ROAD
FRIEDCO, TEXAS 75064
TELEPHONE: (852) 986-8818
CONTACT: KRISHNA KATTEPALU

APPLICANT: KIRKMAN ENGINEERING
5000 STATE HIGHWAY 53
COLLEEVILLE, TEXAS 75004
TELEPHONE: (817) 688-9225
CONTACT: SHAWN WALDO, P.E.
shawn.waldo@kirkman.com

ARCHITECT: PATRICK AHEARNE, ARCHITECT
814 WIND ELM DRIVE
ALLEN, TX 75002
TELEPHONE: (802) 742-4459
LICENSING NO. 14649
CONTACT: PATRICK AHEARNE
pahearne2@gmail.com

BUILDING DIMENSIONS: MAIN BUILDING - 131'-4" WIDE x 79'-2" DEEP
SHERWIN WILLIAMS - SW 6005
MEZZANINE - 131'-0" DEEP

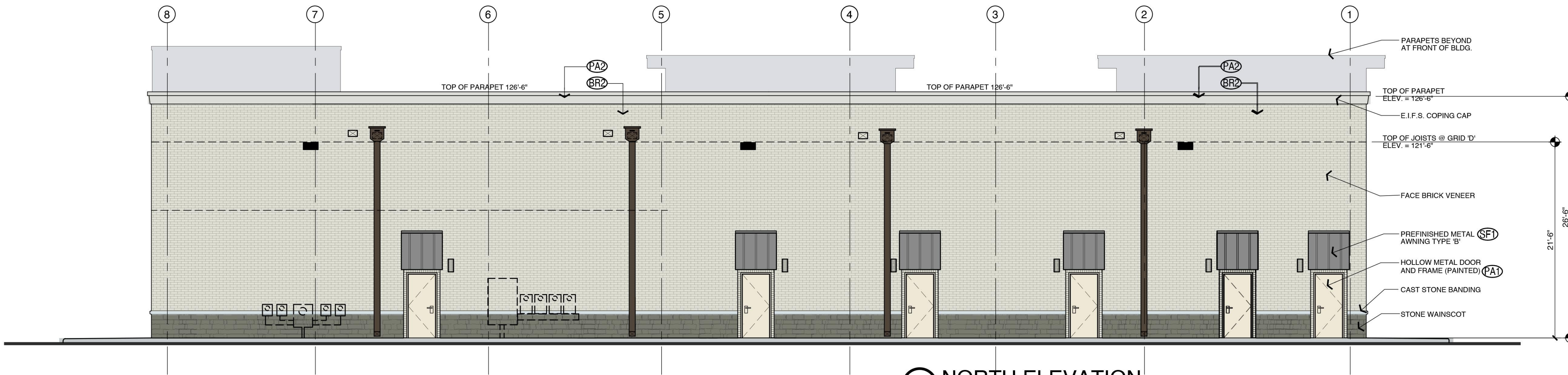
MAXIMUM BUILDING HEIGHT: MAIN BUILDING - 32'-0"

NOTES:

1. THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES.
2. ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE.
3. WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
4. ALL STORAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY DEVELOPMENT SERVICES.
5. AN ON-SITE MOCKUP OF THE BUILDING MATERIALS TO BE USED ON THE STRUCTURE SHALL BE INSTALLED AND REVIEWED BY THE PLANNING DIVISION. MATERIALS SHALL NOT BE PLACED ON THE STRUCTURE UNTIL A GREEN TAG IS RECEIVED BY THE PLANNING DIVISION.
6. AN APPROVED FACADE PLAN SHALL BE POSTED ON-SITE AT ALL TIMES.

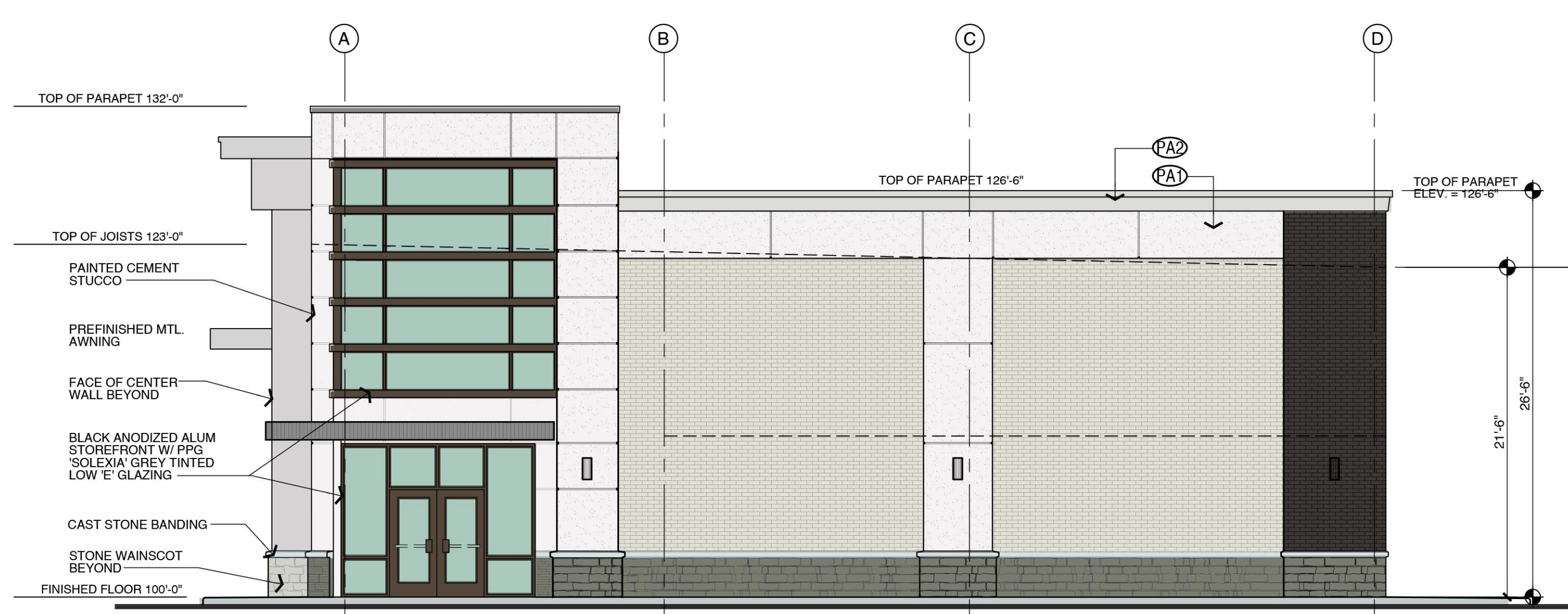
MATERIALS LEGEND

- BR1:** "ONYX" SMOOTH HERBON BRICK
MODULAR - DARK BRICK
SMOOTH FINISH
- BR2:** ENDICOTT CLAY PRODUCTS /
NO. 5N1 "GLAZED WHITE"
SMOOTH FINISH
- ST1:** STONE VENEER / STACKED STONE /
ACME - M. STONE "HARAPPA GOLD"
SLACKSTONE
- CFB:** CEMENTITIOUS FIBER BOARD
NICHHA VINTAGEWOOD (CEDAR)
ACCENT
- SF1:** STOREFRONT / AWNINGS / CANOPIES:
BLACK ANODIZED ALUMINUM
GLAZING: LOW-E - GREY TINTED
- PA1:** EXTERIOR PAINT - STUCCO
SHERWIN WILLIAMS - SW 6005
"CACHET CREAM" CORNICE
- PA2:** EXTERIOR PAINT - E.I.F.S. COPING CAPS
SHERWIN WILLIAMS - SW 7006
"EXTRA WHITE"



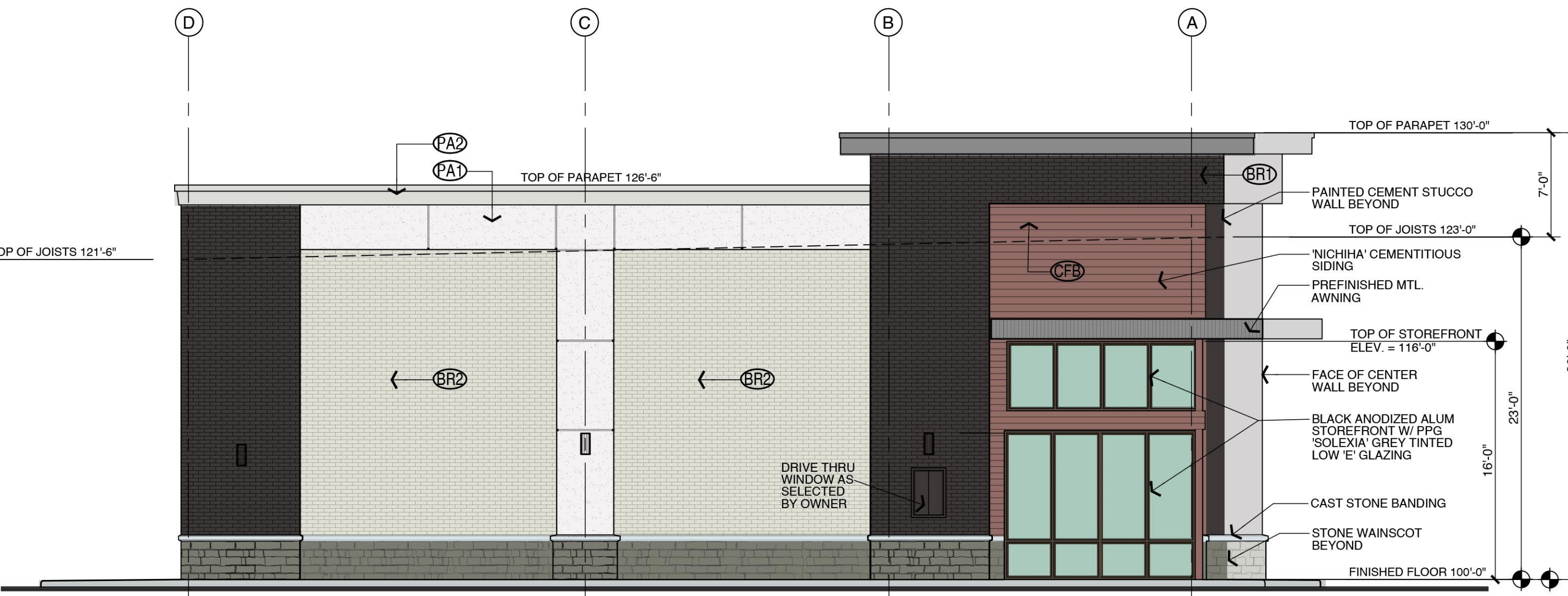
4 NORTH ELEVATION

SCALE: 5/32" = 1'-0" 1 FM720 RB1 ELEV R2.DWG



3 EAST ELEVATION

SCALE: 5/32" = 1'-0" 1 FM720 RB1 ELEV R2.DWG



2 WEST ELEVATION

SCALE: 5/32" = 1'-0" 1 FM720 RB1 ELEV R2.DWG



1 FRONT (SOUTH) ELEVATION

SCALE: 5/32" = 1'-0" 1 FM720 RB1 ELEV R2.DWG

FACADE CALCULATIONS:			
NOTE: AWNINGS, WINDOWS AND DOORS ARE NOT INCLUDED IN FACADE CALCULATIONS			
FRONT / SOUTH ELEVATION:	WEST ELEVATION:	EAST ELEVATION	REAR / NORTH ELEVATION
FACE BRICK / STONE VENEER: 1,428 SQFT 56%	FACE BRICK / STONE VENEER: 1,254 SQFT 72%	FACE BRICK / STONE VENEER: 1,071 SQFT 68%	FACE BRICK / STONE VENEER: 3,168 SQFT 90%
PAINTED CEMENT STUCCO: 530 SQFT 20%	PAINTED CEMENT STUCCO: 194 SQFT 11%	PAINTED CEMENT STUCCO: 390 SQFT 25%	PAINTED CEMENT STUCCO: 0 SQFT 0%
E.I.F.S. COPING CAP: 170 SQFT 7%	E.I.F.S. COPING CAP: 106 SQFT 6%	E.I.F.S. COPING CAP: 75 SQFT 5%	E.I.F.S. COPING CAP: 198 SQFT 6%
CAST STONE BANDING: 30 SQFT 1%	CAST STONE BANDING: 28 SQFT 2%	CAST STONE BANDING: 28 SQFT 2%	CAST STONE BANDING: 118 SQFT 4%
NICHHA CEMENTITIOUS SIDING: 418 SQFT 16%	NICHHA CEMENTITIOUS SIDING: 156 SQFT 9%	NICHHA CEMENTITIOUS SIDING: 0 SQFT 0%	NICHHA CEMENTITIOUS SIDING: 0 SQFT 0%
FACADE TOTAL W/O OPENINGS: 2,576 SQFT	FACADE TOTAL W/O OPENINGS: 1,738 SQFT	FACADE TOTAL W/O OPENINGS: 1,564 SQFT	FACADE TOTAL W/O OPENINGS: 3,484 SQFT
DOORS / WINDOWS: 1,328 SQFT 34%	DOORS / WINDOWS: 216 SQFT 11%	DOORS / WINDOWS: 390 SQFT 20%	DOORS / WINDOWS: 126 SQFT 4%
FACADE TOTAL: 3,904 SQFT	FACADE TOTAL: 1,954 SQFT	FACADE TOTAL: 1,954 SQFT	FACADE TOTAL: 3,610 SQFT

Patrick Ahearne, Architect

814 Wind Elm Drive Allen, TX 75002 - 214 673-0054 pahearne2@gmail.com

A New Shell Retail Building 2 for:
The FM720 Little Elm Development
2135 Oak Grove
Little Elm, Texas

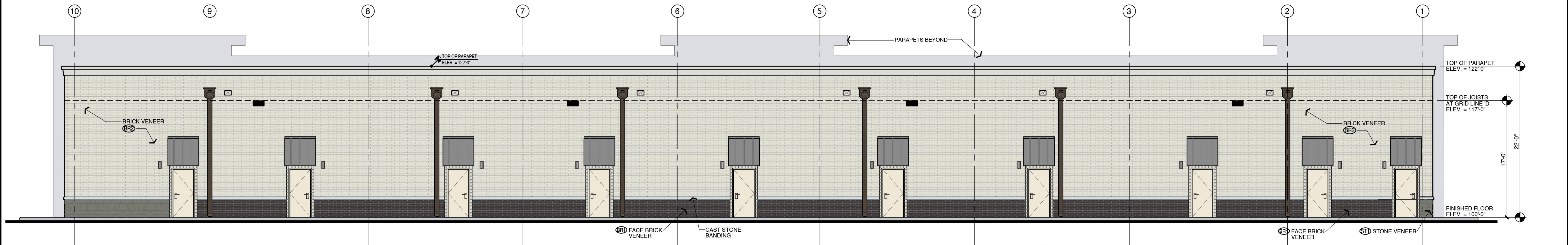


ISSUED FOR OWNER REVIEW ONLY

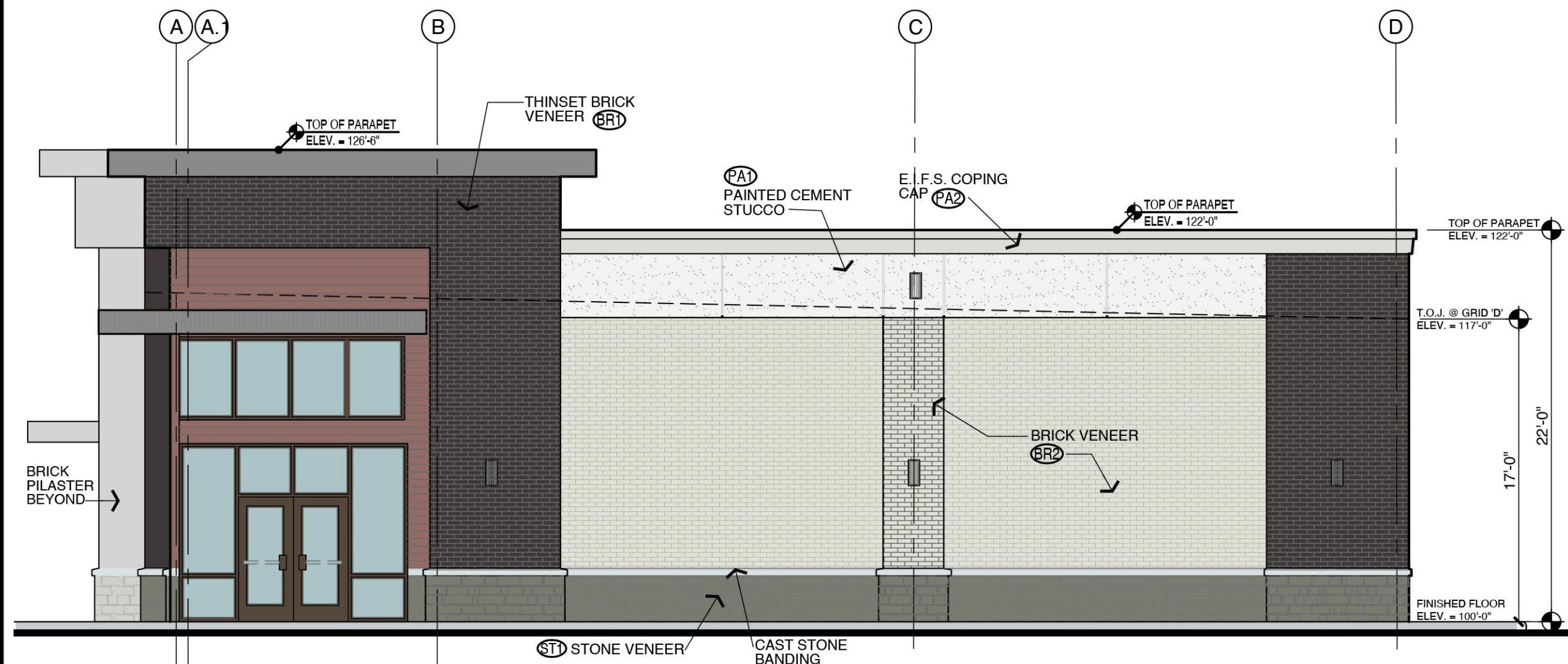
DATE: JULY 26, 2023
JOB NO: 23-FM720 02 10
DRAWN: PMA
CHECKED: PMA

REVISIONS:

A3.01



4 NORTH ELEVATION
SCALE: 5/32" = 1'-0"
1 FM720 RB1 BASE R2.DWG



3 EAST ELEVATION
SCALE: 5/32" = 1'-0"
1 FM720 RB1 BASE R2.DWG

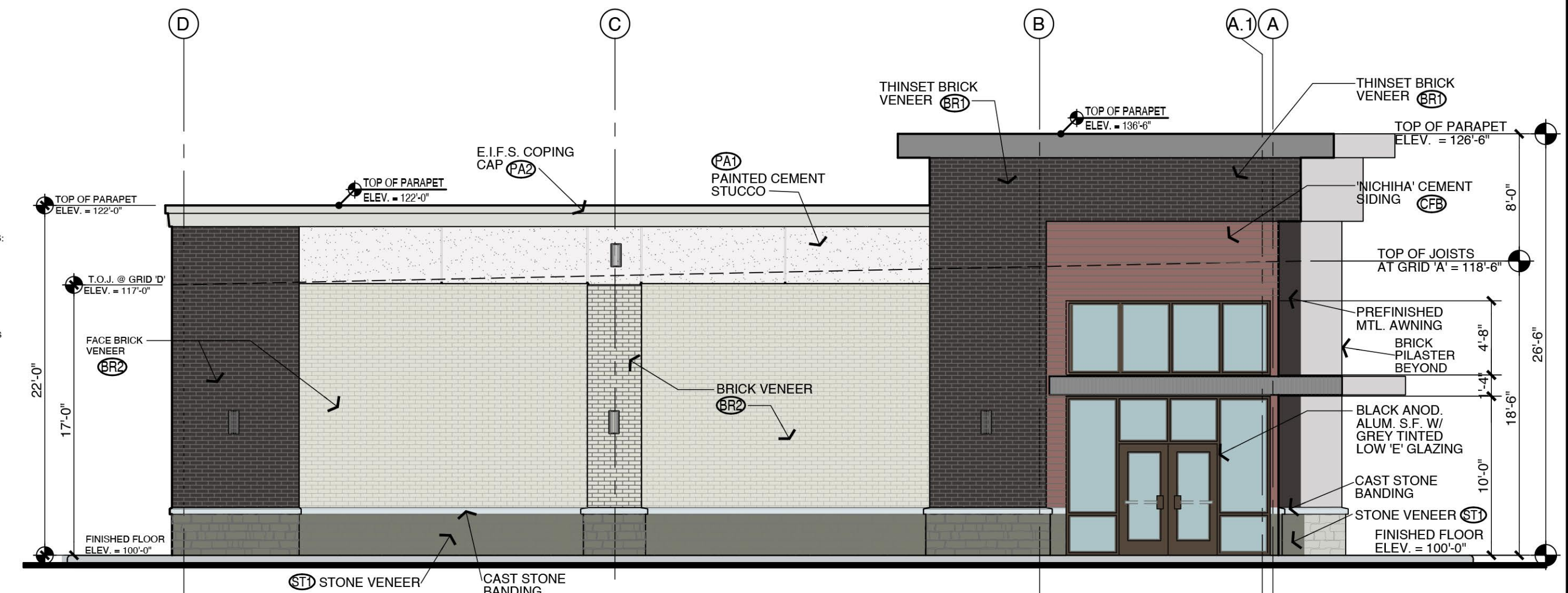
FACADE INFORMATION

FACADE PLAN:
THE FM720 PREMIERE OAKS DEVELOPMENT
BUILDING OWNER: RIDGE REALTY PARTNERS, LLC
15708 PLEAT LEAF ROAD
FREDCO, TEXAS 75044
TELEPHONE: (855) 908-4818
CONTACT: KRISHNA KATTELALI
APPLICANT: KIRKMAN ENGINEERING
5200 STATE HIGHWAY 101
COLEYVILLE, TEXAS 75004
TELEPHONE: (817) 488-0425
CONTACT: SHAWN WALDO, P.E.
shawn.waldo@kirkman.com
ARCHITECT: PATRICK AHEARNE, ARCHITECT
814 WIND ELM DRIVE
ALLEN, TX 75002
TELEPHONE: (972) 742-4459
LICENSE NO. 14649
CONTACT: PATRICK AHEARNE
pahearne2@gmail.com
BUILDING DESCRIPTION: MAIN BUILDING - 199'-4" WIDE x 66'-0" DEEP
12,786 SQ/FT
MAXIMUM BUILDING HEIGHT: MAIN BUILDING - 31'-0"

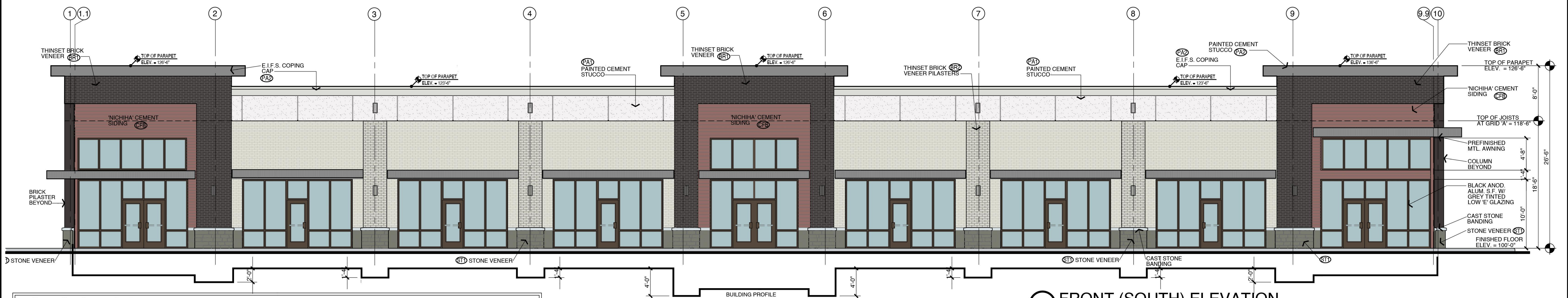
- NOTES:**
1. THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES.
 2. ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE.
 3. WHEN PRINTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
 4. ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY DEVELOPMENT SERVICES.
 5. AN ON-SITE MOCKUP OF THE BUILDING MATERIALS TO BE USED ON THE STRUCTURE SHALL BE INSTALLED AND REVIEWED BY THE PLANNING DIVISION. MATERIALS SHALL NOT BE PLACED ON THE STRUCTURE UNTIL A GREEN TAG IS RECEIVED BY THE PLANNING DIVISION.
 6. AN APPROVED FACADE PLAN SHALL BE POSTED ON-SITE AT ALL TIMES.

MATERIALS LEGEND

- BR1: "ONYX" SMOOTH HERBON BRICK MODULAR - DARK BRICK SMOOTH FINISH
- BR2: ENDICOTT CLAY PRODUCTS / NO. 5N "OLIVED WHITE SMOOTH FINISH
- ST1: STONE VENEER / STACKED STONE / ACME "M STONE" "HARAPPA GOLD" SLACKSTONE
- CFB: CEMENTITIOUS FIBER BOARD NICHHA VINTAGEWOOD (REDWOOD) ACCENT
- SF1: STOREFRONT / AWNINGS / CANOPIES: BLACK ANODIZED ALUMINUM GLAZING LOW 'E' GREY TINTED
- PA1: EXTERIOR PAINT - STUCCO SHERWIN WILLIAMS - SW 6305 "CACHET CREAM" PLASTER & CORNICE
- PAP: EXTERIOR PAINT - E.I.F.S. COPING CAPS SHERWIN WILLIAMS - SW 7006 "EXTRA WHITE"



2 WEST ELEVATION
SCALE: 5/32" = 1'-0"
1 FM720 RB1 BASE R2.DWG



1 FRONT (SOUTH) ELEVATION
SCALE: 5/32" = 1'-0"
1 FM720 RB1 BASE R2.DWG

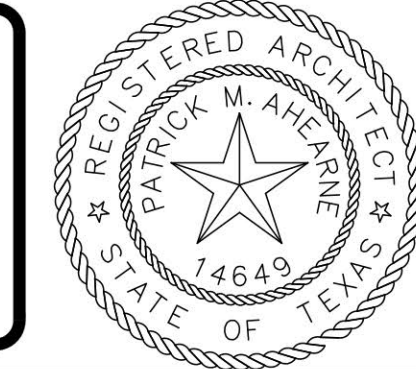
FACADE CALCULATIONS:

NOTE: AWNINGS, WINDOWS AND DOORS ARE NOT INCLUDED IN FACADE CALCULATIONS

FRONT / SOUTH ELEVATION:	WEST ELEVATION:	EAST ELEVATION	NORTH ELEVATION
FACE BRICK / STONE VENEER: 2,075 SQ/FT 65%	FACE BRICK VENEER: 1,172 SQ/FT 78%	FACE BRICK VENEER: 1,172 SQ/FT 78%	FACE BRICK VENEER: 4,270 SQ/FT 95%
PAINTED CEMENT STUCCO: 484 SQ/FT 15%	PAINTED CEMENT STUCCO: 134 SQ/FT 9%	PAINTED CEMENT STUCCO: 134 SQ/FT 9%	PAINTED CEMENT STUCCO: N/A 0%
NICHHA' CEMENTITIOUS SIDING: 339 SQ/FT 11%	NICHHA' CEMENTITIOUS SIDING: 150 SQ/FT 10%	NICHHA' CEMENTITIOUS SIDING: 150 SQ/FT 10%	NICHHA' CEMENTITIOUS SIDING: N/A 0%
E.I.F.S. COPING CAP: 306 SQ/FT 9%	E.I.F.S. COPING CAP: 72 SQ/FT 5%	E.I.F.S. COPING CAP: 72 SQ/FT 5%	E.I.F.S. COPING CAP: 266 SQ/FT 5%
FACADE TOTAL W/O OPENINGS: 3,204 SQ/FT	FACADE TOTAL W/O OPENINGS: 1,528 SQ/FT	FACADE TOTAL W/O OPENINGS: 1,528 SQ/FT	FACADE TOTAL W/O OPENINGS: 4,536 SQ/FT
DOORS / WINDOWS: 1,746 SQ/FT 35%	DOORS / WINDOWS: 338 SQ/FT 18%	DOORS / WINDOWS: 338 SQ/FT 18%	DOORS / WINDOWS: 231 SQ/FT 5%
FACADE TOTAL: 4,950 SQ/FT	FACADE TOTAL: 1,866 SQ/FT	FACADE TOTAL: 1,866 SQ/FT	FACADE TOTAL: 4,767 SQ/FT

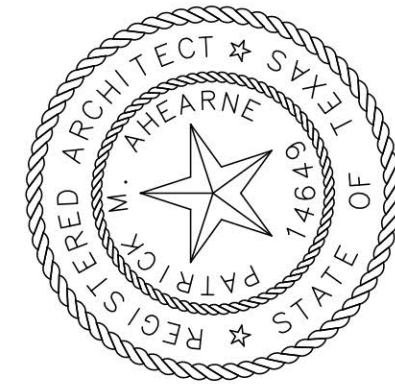
Patrick Ahearne, Architect
814 Wind Elm Drive Allen, TX 75002 - 214 673-0054 pahearne2@gmail.com

A New Shell Retail Building 1 for:
The FM720 Premiere Oaks Development
2135 Oak Grove
Little Elm, Texas



ISSUED FOR OWNER REVIEW ONLY

DATE: JULY 14, 2023	REVISIONS:
JOB NO: 23-FM720 02 10	
DRAWN: PMA	
CHECKED: PMA	
	A3.01



Patrick Ahearne, Architect

814 Wind Elm Drive Allen, TX 75002

tel. (214) 673-0054

A New Office / Medical Building 3 for:
The FM720 Little Elm Development
2135 OAK GROVE
Little Elm, Texas

DATE: JULY 26, 2023
JOB NO: 23 720 LELM 0206
DRAWN: PMA
CHECKED: PMA

REVISIONS:	
DATE:	DESCRIPTION:

A3.01

FACADE INFORMATION

FACADE PLAN:

THE FM720 PREMIERE OAKS DEVELOPMENT

BUILDING OWNER: RIDGE REALTY PARTNERS, LLC
10700 PLANT LEAF ROAD
FRISCO, TEXAS 75034
TELEPHONE: 800-888-8818
CONTACT: KRISHNA KATTEPALI

APPLICANT: KIRKMAN ENGINEERING
500 STATE HIGHWAY 191
COLLEEVILLE, TEXAS 75804
TELEPHONE: 817-688-4455
CONTACT: SHAWN WALDO, P.E.
shawn.waldo@kirkman.com

ARCHITECT: PATRICK AHEARNE, ARCHITECT
814 WIND ELM DRIVE
ALLEN, TX 75002
TELEPHONE: (972) 742-4459
LICENSE NO. 14663
CONTACT: PATRICK AHEARNE
pahearne@gmail.com

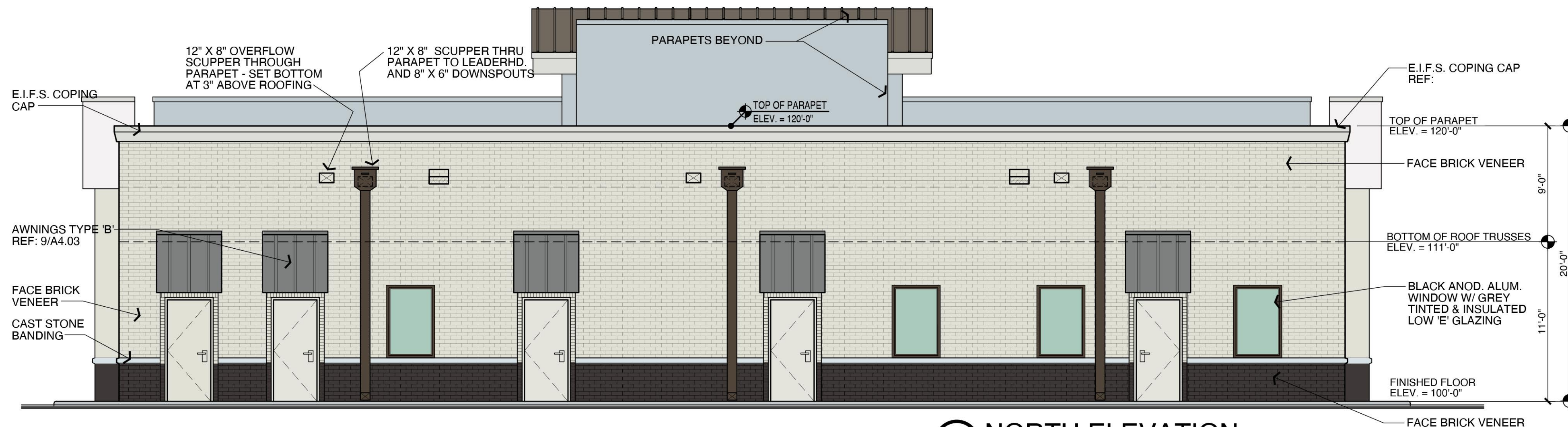
BUILDING DIMENSIONS: MAIN BUILDING - 85'-8" WIDE x 82'-0" DEEP
4,385 SQFT

MAXIMUM BUILDING HEIGHT: MAIN BUILDING - 26'-0"

- THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES.
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- AN APPROVED FACADE PLAN SHALL BE POSTED ON-SITE AT ALL TIMES.

MATERIALS LEGEND

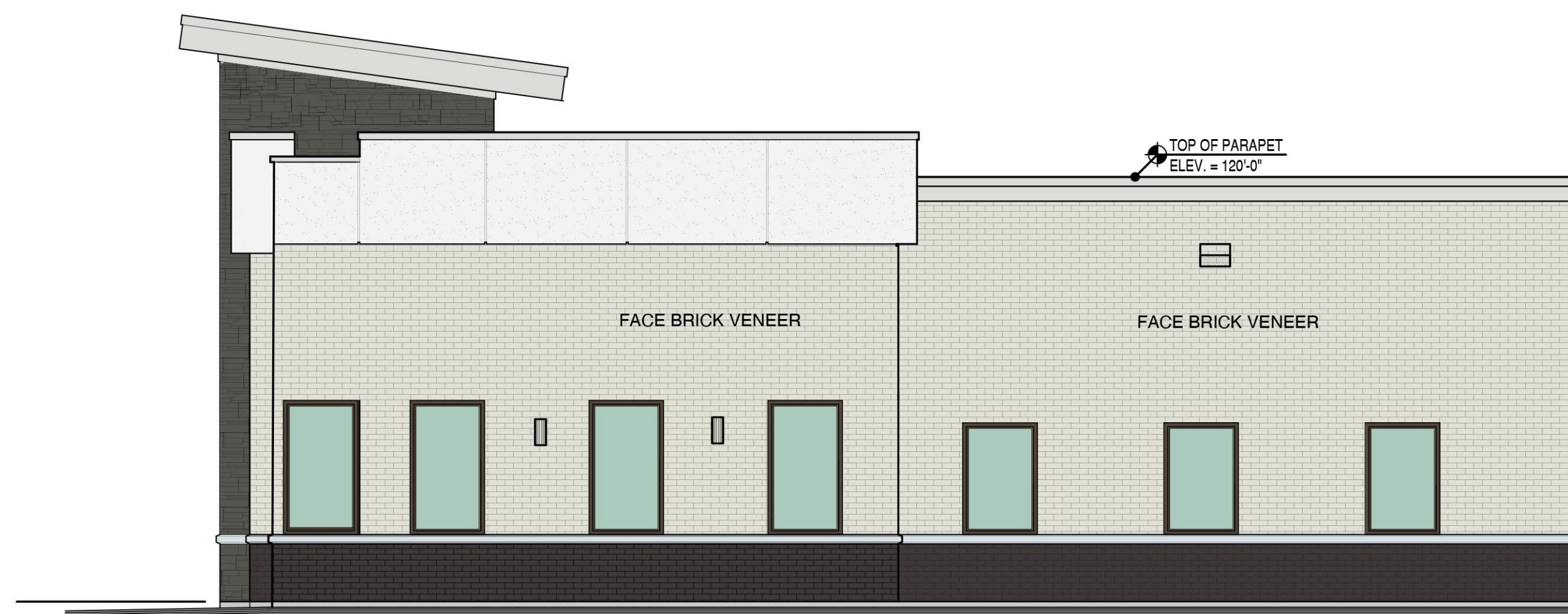
- BR1: "ONYX" SMOOTH HERBON BRICK MODULAR, DARK BRICK SMOOTH FINISH
- BR2: ENDICOTT CLAY PRODUCTS / NO. SN1 "GLAZED WHITE" SMOOTH FINISH
- ST1: ACME - M STONE "HARAPPA GOLD" SLACKSTONE
- CFB: CEMENTITIOUS FIBER BOARD NICHHA VINTAGEWOOD (CEDAR) ACCENT
- BLACK ANODIZED ALUMINUM GLAZING: LOW-E GREY TINTED
- PA1: EXTERIOR PAINT - STUCCO SHERWIN WILLIAMS - SW 6865 "CACHET CREAM" CORNICE
- SHERWIN WILLIAMS - SW 7008 "EXTRA WHITE" E.I.F.S. COPING CAPS



4 NORTH ELEVATION

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

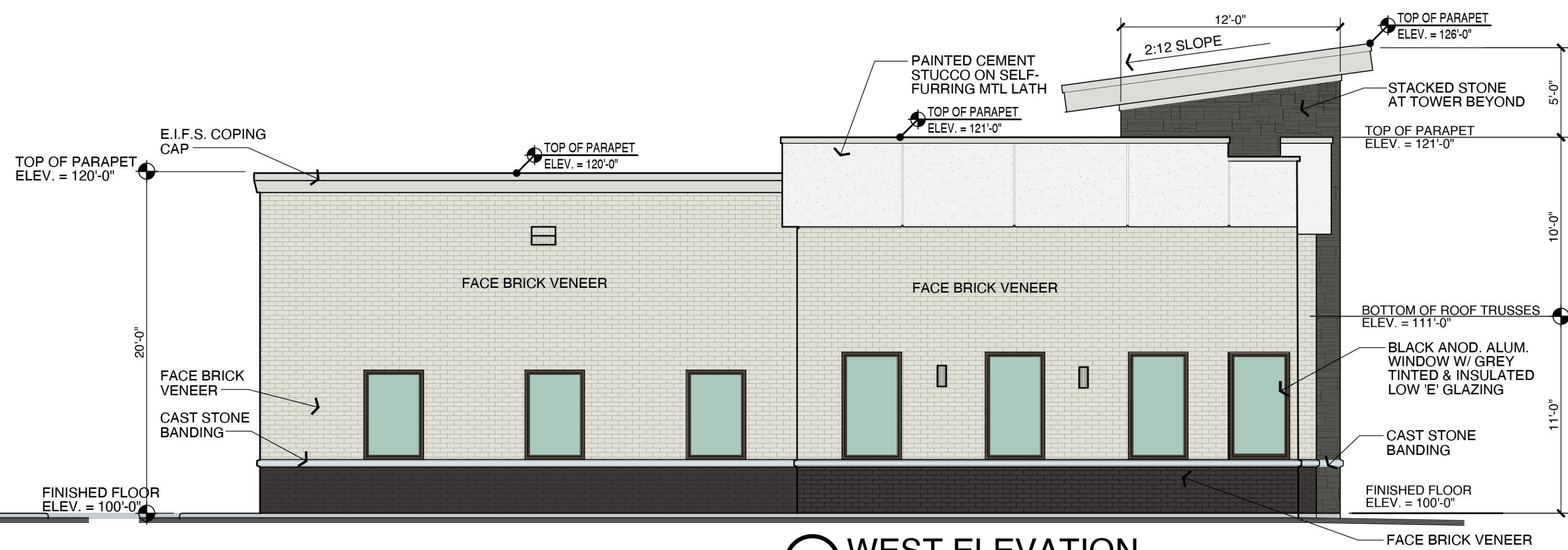
1 FM720 PO ELEV 1.DWG



3 EAST ELEVATION

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

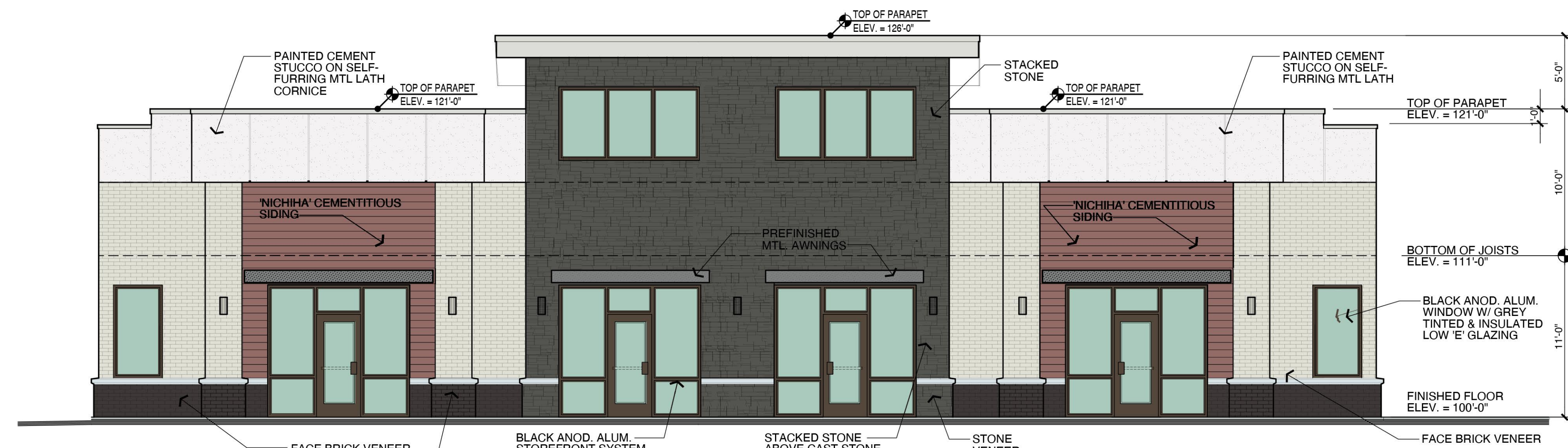
1 FM720 PO ELEV 1.DWG



2 WEST ELEVATION

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

1 FM720 PO ELEV 1.DWG



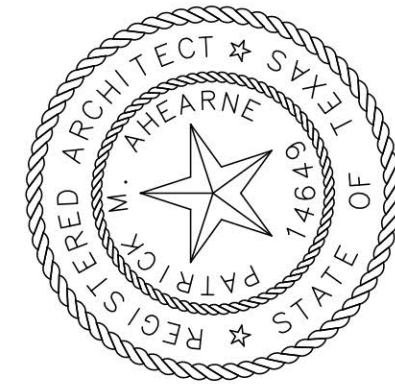
1 FRONT (SOUTH) ELEVATION

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

1 FM720 PO ELEV 1.DWG

FACADE CALCULATIONS:			
NOTE: AWNINGS, WINDOWS AND DOORS ARE NOT INCLUDED IN FACADE CALCULATIONS			
FRONT / SOUTH ELEVATION:	WEST ELEVATION:	EAST ELEVATION	NORTH ELEVATION
FACE BRICKSTONE VENEER: 880 SQFT 63%	FACE BRICKSTONE VENEER: 834 SQFT 81%	FACE BRICKSTONE VENEER: 834 SQFT 81%	FACE BRICKSTONE VENEER: 1,210 SQFT 91%
PAINTED CEMENT STUCCO: 290 SQFT 19%	PAINTED CEMENT STUCCO: 158 SQFT 13%	PAINTED CEMENT STUCCO: 158 SQFT 13%	PAINTED CEMENT STUCCO: 0 SQFT 0%
CAST STONE BANDING: 40 SQFT 3%	CAST STONE BANDING: 30 SQFT 3%	CAST STONE BANDING: 30 SQFT 3%	E.I.F.S. COPING CAP & TRIM: 85 SQFT 6%
NICHHA CEMENTITIOUS SIDING: 226 SQFT 15%	E.I.F.S. COPING CAP & TRIM: 36 SQFT 3%	E.I.F.S. COPING CAP & TRIM: 36 SQFT 3%	CAST STONE BANDING: 40 SQFT 3%
FACADE TOTAL TWO OPENINGS: 1,536 SQFT	FACADE TOTAL TWO OPENINGS: 1,158 SQFT	FACADE TOTAL TWO OPENINGS: 1,158 SQFT	FACADE TOTAL TWO OPENINGS: 1,435 SQFT
DOORS / WINDOWS: 384 SQFT 20%	DOORS / WINDOWS: 112 SQFT 9%	DOORS / WINDOWS: 112 SQFT 9%	DOORS / WINDOWS: 105 SQFT 7%
FACADE TOTAL: 1,820 SQFT	FACADE TOTAL: 1,270 SQFT	FACADE TOTAL: 1,270 SQFT	FACADE TOTAL: 1,615 SQFT

ISSUED FOR OWNER REVIEW & PRELIMINARY PRICING ONLY



Patrick Ahearne, Architect

814 Wind Elm Drive Allen, TX 75002

tel. (214) 673-0054

A New Office / Medical Building 2 for:
The FM720 Little Elm Development
2135 OAK GROVE
Little Elm, Texas

DATE: JUNE 28, 2023
JOB NO: 23 720 LELM 0206
DRAWN: PMA
CHECKED: PMA

REVISIONS:	
DATE:	DESCRIPTION:

A3.01

FACADE INFORMATION

FACADE PLAN:

THE FM720 PREMIERE OAKS DEVELOPMENT

BUILDING OWNER: HOSE REALTY PARTNERS, LLC
15709 PLEAT LEAF ROAD
FRIEDRICH, TEXAS 76044
TELEPHONE: (817) 998-4419
CONTACT: KRISTINA KATTEPAU

APPLICANT: NORMAN ENGINEERING
5300 STATE HIGHWAY 121
COLLEVILLE, TEXAS 76034
TELEPHONE: (817) 886-8555
CONTACT: SHAWN WALDO, P.E.
shawn.waldo@norman.com

ARCHITECT: PATRICK AHEARNE, ARCHITECT
814 WIND ELM DRIVE
ALLEN, TX 75002
TELEPHONE: (214) 673-0054
LICENSE NO. 15489
CONTACT: PATRICK AHEARNE
patricka@patricka.com

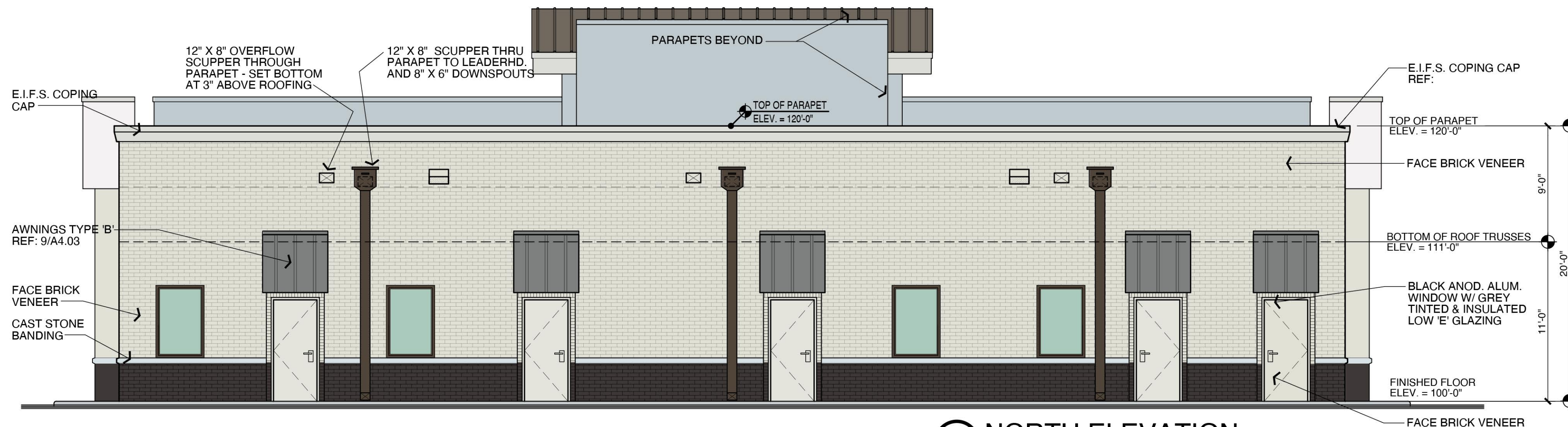
BUILDING DIMENSIONS: MAIN BUILDING - 82'-6" WIDE x 82'-0" DEEP
4,989 SQFT

MAXIMUM BUILDING HEIGHT: MAIN BUILDING - 26'-0"

MATERIALS LEGEND

- BR1: "ONYX" SMOOTH HERBON BRICK
MODULAR - DARK BRICK
SMOOTH FINISH
- BR2: ENDICOTT CLAY PRODUCTS /
NO. 311 "GLAZED WHITE"
SMOOTH FINISH
- ACME - M STONE "HARAPPA GOLD"
SLACKSTONE
- CFB: CEMENTITIOUS FIBER BOARD
NICHHA VINTAGEWOOD (CEDAR)
ACCENT
- BLACK ANODIZED ALUMINUM
GLAZING: LOW-E - GREY TINTED
- PA1: EXTERIOR PAINT - STUCCO
SHERWIN WILLIAMS - SW 6500
"CACHET CREAM" CORNICES
- PA2: SHERWIN WILLIAMS - SW 7006
"EXTRA WHITE"
E.I.F.S. COPING CAPS

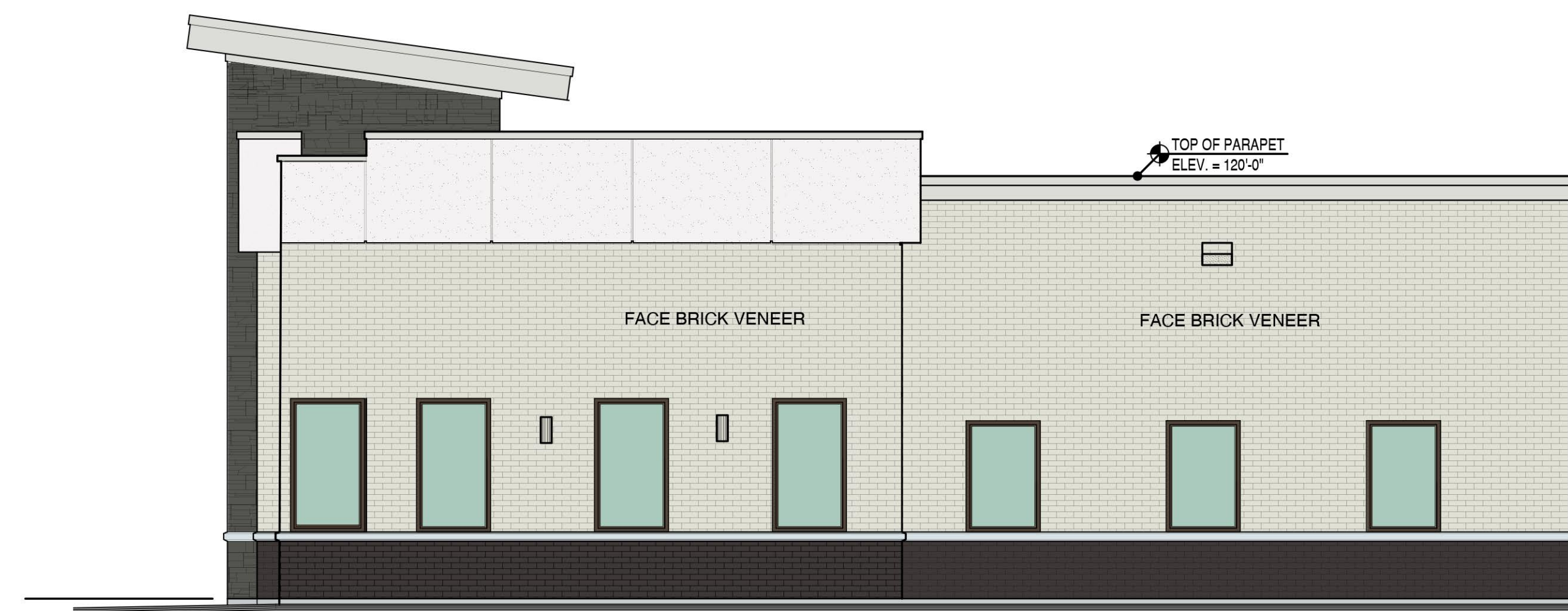
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4 NORTH ELEVATION

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

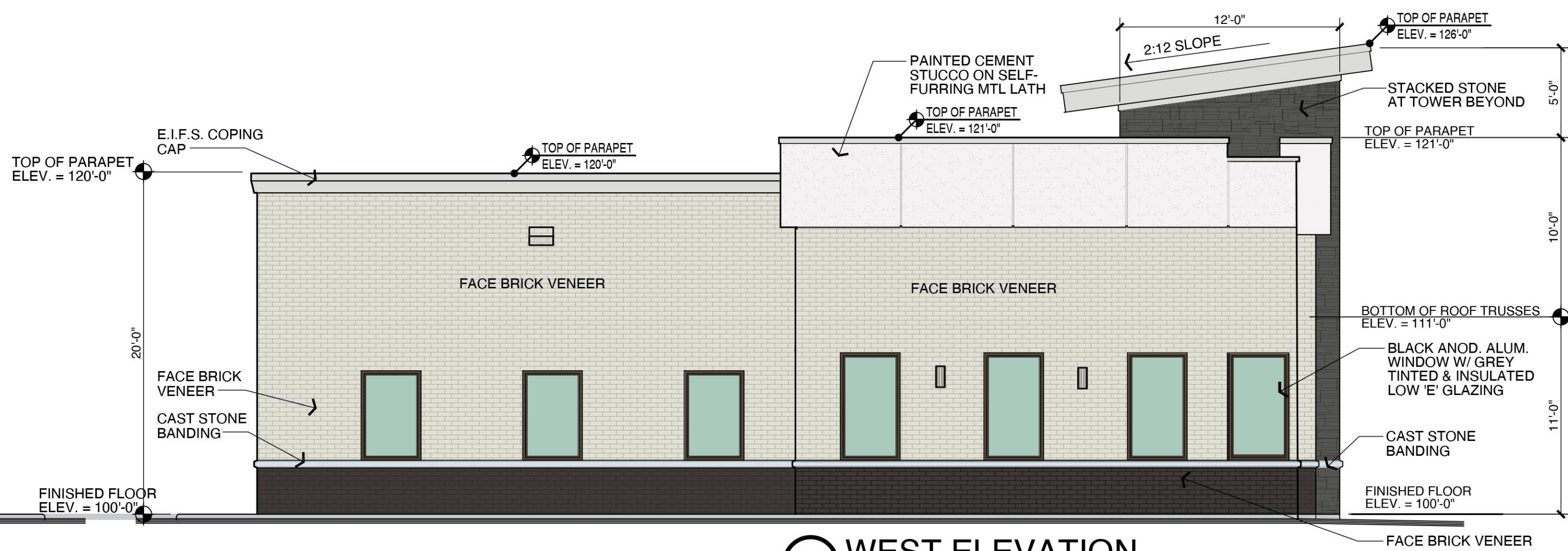
1 FM720 PO ELEV 1.DWG



3 EAST ELEVATION

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

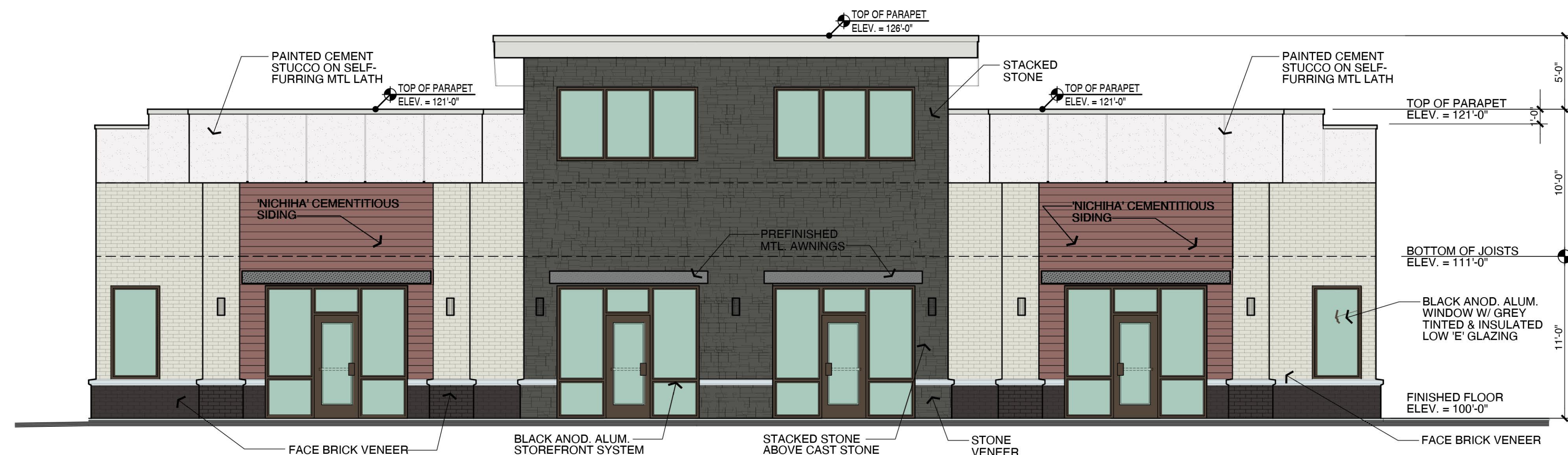
1 FM720 PO ELEV 1.DWG



2 WEST ELEVATION

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

1 FM720 PO ELEV 1.DWG



1 FRONT (SOUTH) ELEVATION

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

1 FM720 PO ELEV 1.DWG

FACADE CALCULATIONS:			
NOTE: AWNINGS, WINDOWS AND DOORS ARE NOT INCLUDED IN FACADE CALCULATIONS			
FRONT / SOUTH ELEVATION:	WEST ELEVATION:	EAST ELEVATION	NORTH ELEVATION
FACE BRICK/STONE VENEER: 880 SQFT 63%	FACE BRICK/STONE VENEER: 834 SQFT 81%	FACE BRICK/STONE VENEER: 834 SQFT 81%	FACE BRICK/STONE VENEER: 1,210 SQFT 91%
PAINTED CEMENT STUCCO: 290 SQFT 19%	PAINTED CEMENT STUCCO: 158 SQFT 13%	PAINTED CEMENT STUCCO: 158 SQFT 13%	PAINTED CEMENT STUCCO: 0 SQFT 0%
CAST STONE BANDING: 40 SQFT 3%	CAST STONE BANDING: 30 SQFT 3%	CAST STONE BANDING: 30 SQFT 3%	E.I.F.S. COPING CAP & TRIM: 85 SQFT 6%
'NICHHA' CEMENTITIOUS SIDING: 226 SQFT 15%	E.I.F.S. COPING CAP & TRIM: 36 SQFT 3%	E.I.F.S. COPING CAP & TRIM: 36 SQFT 3%	CAST STONE BANDING: 40 SQFT 3%
FACADE TOTAL TWO OPENINGS: 1,536 SQFT	FACADE TOTAL TWO OPENINGS: 1,158 SQFT	FACADE TOTAL TWO OPENINGS: 1,158 SQFT	FACADE TOTAL TWO OPENINGS: 1,435 SQFT
DOORS / WINDOWS: 384 SQFT 20%	DOORS / WINDOWS: 112 SQFT 9%	DOORS / WINDOWS: 112 SQFT 9%	DOORS / WINDOWS: 105 SQFT 7%
FACADE TOTAL: 1,820 SQFT	FACADE TOTAL: 1,270 SQFT	FACADE TOTAL: 1,270 SQFT	FACADE TOTAL: 1,615 SQFT

FACADE INFORMATION

FACADE PLAN:

THE FM720 PREMIERE OAKS DEVELOPMENT

BUILDING OWNER: RIDGE REALTY PARTNERS, L.L.C.
15789 PLEAT LEAF ROAD
FRISCO, TEXAS 75034
TELEPHONE (852) 688-4818
CONTACT: KRISHNA MATHEPALU

APPLICANT: KIRKMAN ENGINEERING
5000 STATE HIGHWAY 121
COLLEVILLE, TEXAS 76034
TELEPHONE (817) 588-0655
CONTACT: SHAWN WALDO, P.E.
shawn.waldo@kirkseng.com

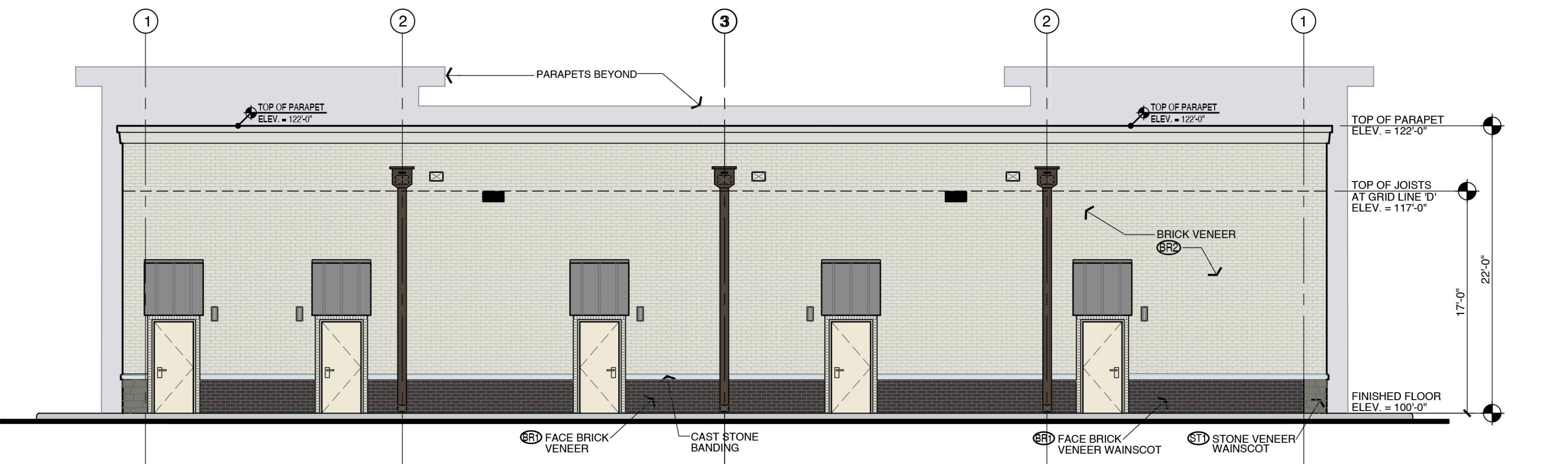
ARCHITECT: PATRICK AHEARNE, ARCHITECT
814 WIND ELM DRIVE
ALLEN, TX 75002
TELEPHONE: (972) 742-4469
LICENSE NO. 14649
CONTACT: PATRICK AHEARNE
pahearne2@gmail.com

BUILDING DIMENSIONS: MAIN BUILDING - 82'-2" WIDE X 62'-0" DEEP
5,500 SQ/FT
MAXIMUM BUILDING HEIGHT: MAIN BUILDING - 26'-6"

NOTES:
1. THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES.
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6. AN APPROVED FACADE PLAN SHALL BE POSTED ON-SITE AT ALL TIMES.

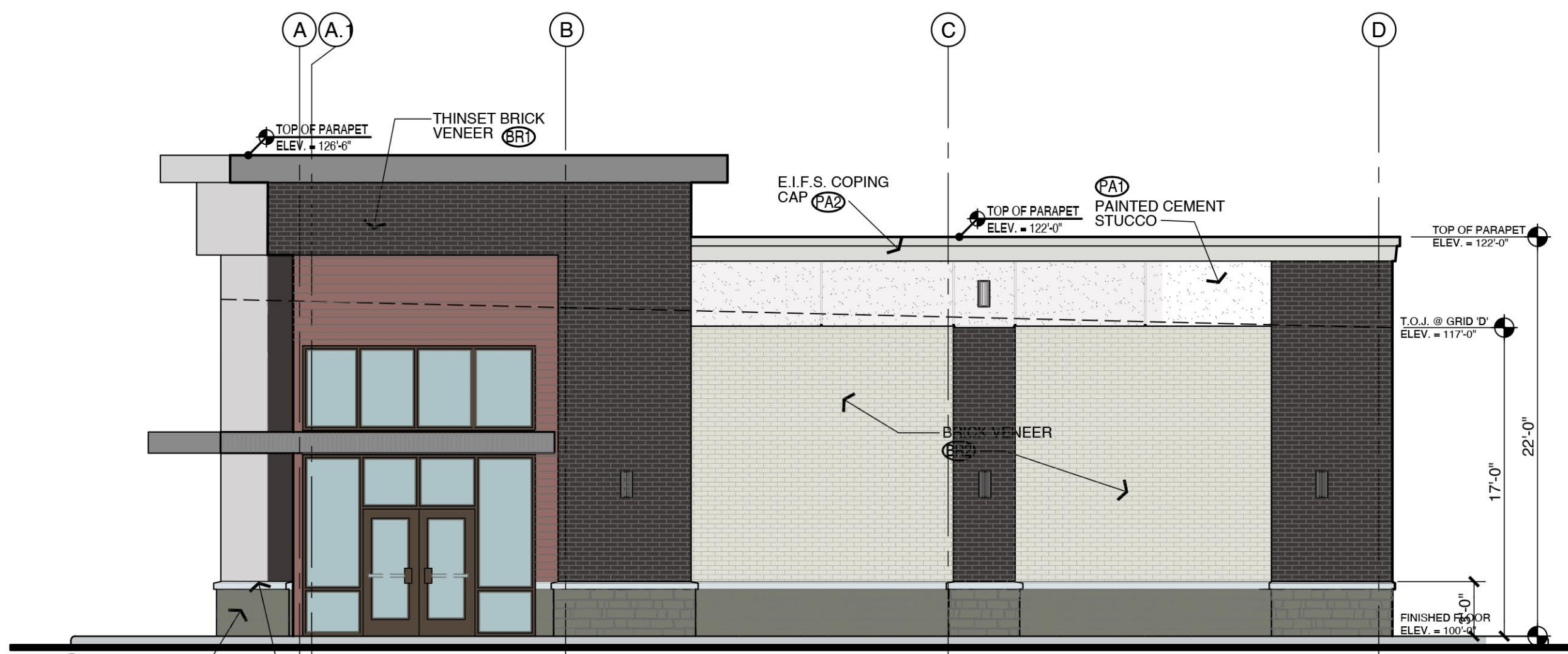
MATERIALS LEGEND

- BR1: "DMY" SMOOTH HERBON BRICK MODULAR - DARK BRICK SMOOTH FINISH
BR2: ENDICOTT CLAY PRODUCTS / NO. 3N1 "GLAZED WHITE" SMOOTH FINISH
ST1: STONE VENEER / STACKED STONE / SCME - M STONE "BARBARA GOLD" BLACKSTONE
CFB: CEMENTITIOUS FIBER BOARD NICHHA VINTAGEWOOD (CEDAR) ACCENT
SF1: STOREFRONT / AWNINGS / CANOPIES: BLACK ANODIZED ALUMINUM GLAZING LOW-E, GREY TINTED
PA1: EXTERIOR PAINT - STUCCO SHERWIN WILLIAMS - SW 6350 "CACHET CREAM" CORNICE
PA2: EXTERIOR PAINT - E.I.F.S. COPING CAPS EXTRA WHITE



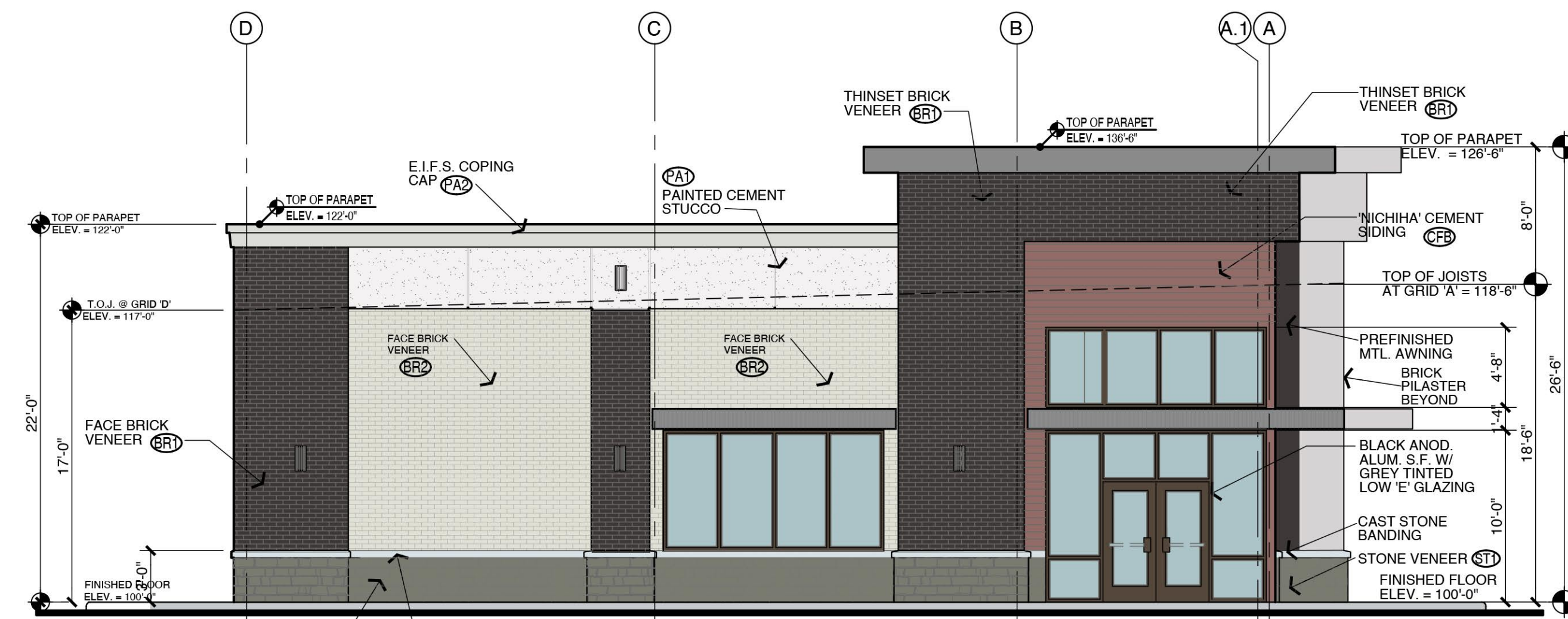
4 WEST ELEVATION

SCALE: 5/32" = 1'-0" 1 FM720 RB1 BASE R2.DWG



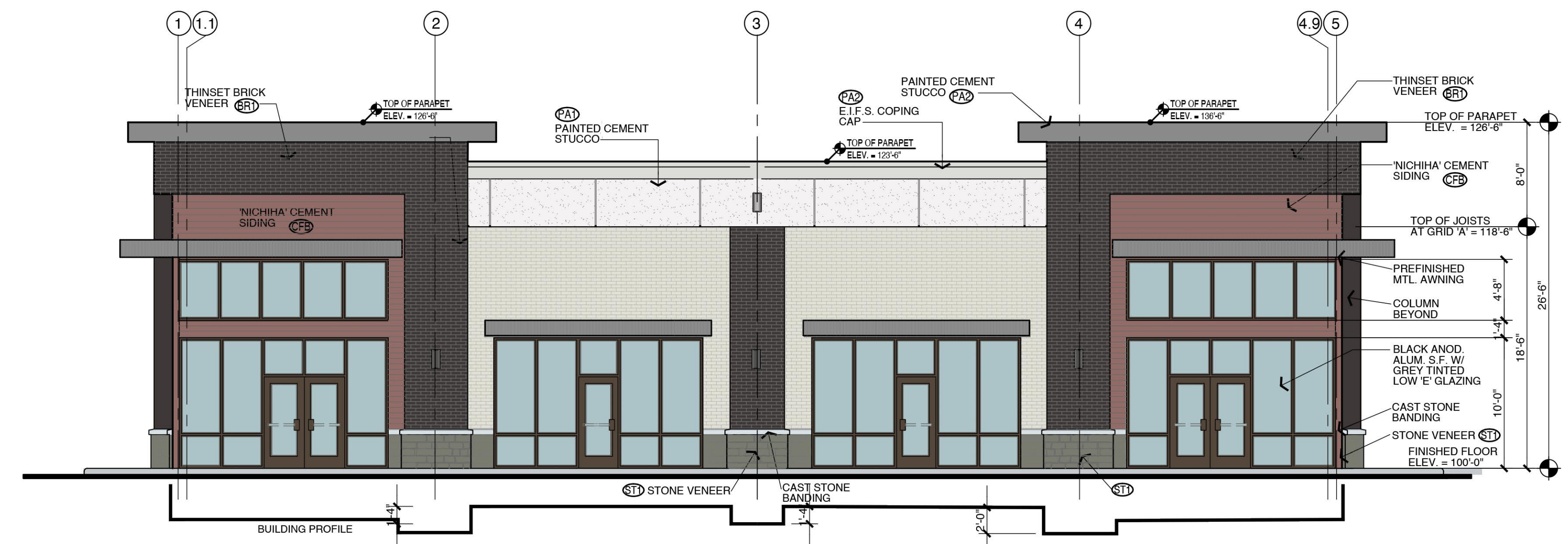
3 NORTH ELEVATION

SCALE: 5/32" = 1'-0" 1 FM720 RB1 BASE R2.DWG



2 SOUTH ELEVATION

SCALE: 5/32" = 1'-0" 1 FM720 RB1 BASE R2.DWG



1 FRONT (EAST) ELEVATION

SCALE: 5/32" = 1'-0" 1 FM720 RB1 BASE R2.DWG

FACADE CALCULATIONS:			
NOTE: AWNINGS, WINDOWS AND DOORS ARE NOT INCLUDED IN FACADE CALCULATIONS			
FRONT / EAST ELEVATION:	SOUTH ELEVATION:	NORTH ELEVATION	WEST ELEVATION
FACE BRICK / STONE VENEER: 1,348 SQ/FT 71%	FACE BRICK VENEER: 776 SQ/FT 69%	FACE BRICK VENEER: 904 SQ/FT 73%	FACE BRICK VENEER: 1,801 SQ/FT 93%
PAINTED CEMENT STUCCO: 164 SQ/FT 9%	PAINTED CEMENT STUCCO: 118 SQ/FT 11%	PAINTED CEMENT STUCCO: 118 SQ/FT 10%	PAINTED CEMENT STUCCO: N/A 0%
NICHHA CEMENTITIOUS SIDING: 252 SQ/FT 13%	NICHHA CEMENTITIOUS SIDING: 126 SQ/FT 11%	NICHHA CEMENTITIOUS SIDING: 126 SQ/FT 10%	NICHHA CEMENTITIOUS SIDING: N/A 0%
E.I.F.S. COPING CAP: 145 SQ/FT 7%	E.I.F.S. COPING CAP: 96 SQ/FT 9%	E.I.F.S. COPING CAP: 96 SQ/FT 7%	E.I.F.S. COPING CAP: 140 SQ/FT 7%
FACADE TOTAL W/O OPENINGS: 1,908 SQ/FT	FACADE TOTAL W/O OPENINGS: 1,116 SQ/FT	FACADE TOTAL W/O OPENINGS: 1,244 SQ/FT	FACADE TOTAL W/O OPENINGS: 1,941 SQ/FT
DOORS / WINDOWS: 425 SQ/FT 19%	DOORS / WINDOWS: 310 SQ/FT 27%	DOORS / WINDOWS: 212 SQ/FT 15%	DOORS / WINDOWS: 105 SQ/FT 5%
FACADE TOTAL: 2,334 SQ/FT	FACADE TOTAL: 1,456 SQ/FT	FACADE TOTAL: 1,456 SQ/FT	FACADE TOTAL: 2,046 SQ/FT

Patrick Ahearne, Architect
814 Wind Elm Drive Allen, TX 75002 - 214 673-0054 pahearne2@gmail.com

A New Shell Retail Building 3 for:
The FM720 Little Elm Development
2135 Oak Grove
Little Elm, Texas



DATE: NOVEMBER 1, 2023
JOB NO: 23-FM720 10 15
DRAWN: PMA
CHECKED: PMA

REVISIONS:
A3.01

MATERIALS LEGEND

BR1: "ONYX" HERBON BRICK
MODULAR - DARK BRICK
SMOOTH FINISH



BR2: 'ENDICOT' CLAY PRODUCTS
NO. SN1 "GLAZED WHITE"
SMOOTH FINISH



ST1: ACME M STONE - "HARAPPA GOLD"
SLACKSTONE

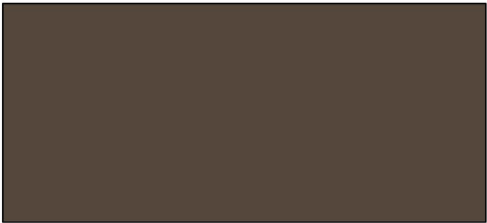


CFB: CEMENTITIOUS FIBER BOARD
NICHHA VINTAGEWOOD (CEDAR)
ACCENT

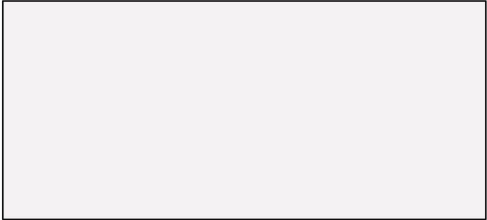


SF1: STOREFRONT / AWNINGS
& CANOPIES: BLACK ANODIZED ALUM.

GLAZING: LOW-E - GREY TINTED



PA1: EXTERIOR PAINT - STUCCO
SHERWIN WILLIAMS - SW 6365
"CACHET CREAM" CORNICES



PA2: EXTERIOR PAINT - E.I.F.S. COPING
CAPS - SHERWIN WILLIAMS -
SW 7006 - "PASSIVE GREY"



FM270 PREMIERE OAKS PROJECT

OFFICE BUILDINGS 1 - 3 & RETAIL BUILDINGS 1 - 3:



Date: 11/07/2023
Agenda Item #: 6. B.
Department: Development Services
Strategic Goal: Promote and expand Little Elm's identity
Staff Contact: Olga Chernomorets, Planning Manager

AGENDA ITEM:

Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Ridge Realty Partners LLC.**

DESCRIPTION:

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

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Development Agreement - Oak Grove PD

STATE OF TEXAS §
 §
COUNTY OF DENTON §

**DEVELOPMENT AGREEMENT FOR
OAK GROVE PD**

This Development Agreement for Oak Grove Planned Development (“**Agreement**”) is entered into between Ridge Realty Partners LLC (“**Developer**”), whose address for purposes of this Agreement is 15769 Pleat Leaf Road, Frisco TX 75034, 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 two properties totaling 5.172 acres, generally located at the northwest corner of Oak Grove Parkway and Scarlet Falls Drive, in the Town of Little Elm, Texas (the “**Property**”), which Property is more particularly described in **Exhibit A** attached hereto.
2. In furtherance of the development of the Property, the Parties have negotiated certain matters regarding the Property as set forth in this Agreement.
3. The Parties seek to memorialize these negotiated matters and to include them in this contractually-binding Agreement.

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

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

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

Section 3. Agreements. The Parties agree as follows:

- A. The negotiated and agreed upon zoning and development standards contained in the Oak Grove PD Ordinance, attached hereto as **Exhibit B**, which incorporate by reference the general zoning regulations of the Town’s zoning ordinance, are hereby adopted and incorporated into this agreement as contractually-binding obligations of the Developer.

Section 4. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

O. Notification of Sale or Transfer; Assignment of Agreement. Developer shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "**Assignee**") that is or will become an owner of any portion of the

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

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

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

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

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

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

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

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

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

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

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

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

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

DEVELOPER

a _____ company

By: _____

Date: _____

TOWN OF LITTLE ELM, TEXAS

By: _____

Matt Mueller
Town Manager

Date: _____

ATTEST:

By: _____

Caitlan Biggs
Town Secretary

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 Ridge Realty Partners LLC company

By: K. Krishna
KRISHNATEJA KATEPALI

Date: 11/02/2023

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: _____

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.

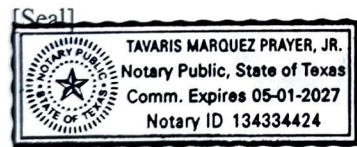
[Seal]

By: _____
Notary Public, State of Texas

My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF Denton §

Before me, the undersigned authority, on this 2nd day of November, 2023, personally appeared KRISHNATEJA KATEPALLI 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 Ridge Realty partners LLC.



By: [Signature]
Notary Public, State of Texas

My Commission Expires: 05-01-2027

EXHIBIT A

Property Description

PROPERTY DESCRIPTION 1.359 ACRES

BEING A 1.359 ACRE TRACT OF LAND SITUATED IN THE DAVID M. CULE SURVEY, ABSTRACT NO. 226, DENTON COUNTY, TEXAS, BEING ALL THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO KELSEY KIRK MARIN, AS RECORDED IN INSTRUMENT NO. 81949, OFFICIAL RECORDS, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND MAG NAIL AT THE COMMON EAST CORNER OF SAID MARIN TRACT AND LOT 4, BLOCK B, OAK GROVE, AN ADDITION TO DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2020-406, SAID OFFICIAL RECORDS, SAID NAIL BEING ON THE WEST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO WILLIAM P. MAROSKI AND BEVERLY MAROSKI, AS RECORDED IN INSTRUMENT NO. 97-R0069147, SAID OFFICIAL RECORDS;

THENCE SOUTH 01° 41' 44" EAST (DEED = SOUTH 00° 04' 44" WEST), A DISTANCE OF 362.61 FEET ALONG THE COMMON LINE OF SAID MARIN AND MAROSKI TRACTS TO A 1/2-INCH IRON ROD FOUND ON THE NORTHEAST LINE OF FARM TO MARKET ROAD NO. 720, BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 610.00 FEET;

THENCE ALONG SAID NORTHEAST LINE AND SAID CURVE AN ARC DISTANCE OF 458.93 FEET, HAVING A CHORD BEARING AND DISTANCE OF NORTH 36° 29' 16" WEST - 448.18 FEET TO A 1/2-INCH IRON ROD SET WITH CAP STAMPED "PREMIER SURVEYING" AT THE NORTHWEST CORNER OF SAID MARIN TRACT;

THENCE NORTH 89° 31' 30" EAST ALONG THE NORTH LINE OF SAID MARIN TRACT, PASSING A 5/8-INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF LOT 1X, AFORESAID BLOCK B, AT A DISTANCE OF 5.13 FEET AND CONTINUING ALONG THE COMMON LINE OF SAID MARIN TRACT AND SAID LOT 1X, PASSING A 1/2-INCH IRON ROD FOUND AT THE COMMON SOUTH CORNER OF SAID LOT 1X AND LOT 2, SAID BLOCK, AT A DISTANCE OF 55.85 FEET AND CONTINUING ALONG THE COMMON LINE OF SAID MARIN TRACT AND SAID LOT 2, PASSING A 1/2-INCH IRON ROD FOUND AT THE COMMON SOUTH CORNER OF SAID LOT 2 AND LOT 3, SAID BLOCK, AT A DISTANCE OF 114.85 FEET AND CONTINUING ALONG THE COMMON LINE OF SAID MARIN TRACT AND SAID BLOCK B A TOTAL DISTANCE OF 255.79 FEET TO THE POINT OF BEGINNING AND CONTAINING 59,201 SQUARE FEET OR 1.359 ACRES OF LAND.

PROPERTY DESCRIPTION - 3.813 ACRES

BEING ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND SITUATED IN THE D. M. CULE SPEER SURVEY ABSTRACT NUMBER 226 IN THE TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS, BEING A PART OF THAT CERTAIN TRACT OF LAND CONVEYED BY DEED FROM SUBURBAN PROPANE, L.P. TO WILLIAM P. MAROSKI AND BEVERLY MAROSKI RECORDED UNDER CLERK'S FILE NUMBER 97-R0069147, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CAPPED IRON ROD MARKED RPLS 4561 FOUND FOR CORNER IN THE NORTH LINE OF FARM TO MARKET HIGHWAY NUMBER 720 ALSO KNOWN AS OAK GROVE PARKWAY, A PUBLIC ROADWAY HAVING A VARIABLE WIDTH RIGHT-OF-WAY SAID POINT BEING THE SOUTHEAST CORNER OF THE REMNANT OF THAT CERTAIN TRACT OF LAND CONVEYED BY DEED FROM NORTH DALLAS BANK AND TRUST COMPANY TO KELSEY KIRK MARIN RECORDED UNDER DOCUMENT NUMBER 2021-81949, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS;

THENCE N 00° 42' 37" W, 384.86 FEET WITH THE EAST LINE OF SAID MARIN TRACT TO A POINT IN A FENCE CORNER FOR CORNER, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 5, BLOCK B OF OAK GROVE, AN ADDITION TO THE TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED UNDER DOCUMENT NUMBER 2020-406, PLAT RECORDS, DENTON COUNTY, TEXAS;

THENCE S 75° 08' 02" E, 417.50 FEET WITH THE SOUTH LINE OF SAID BLOCK B OF SAID OAK GROVE TO A CAPPED IRON ROD MARKED RPLS 4561 SET FOR CORNER, SAID POINT BEING THE NORTHWEST CORNER OF LOT 19X IN SAID BLOCK B OF SAID OAK GROVE;

THENCE S 00° 37' 38" E, 417.50 FEET WITH THE WEST LINE OF SAID LOT 19X AND WITH THE WEST LINE OF SCARLETT FALLS DRIVE, A PUBLIC ROADWAY HAVING A VARIABLE WIDTH RIGHT-OF-WAY TO A CAPPED IRON ROD MARKED KHA FOUND FOR CORNER IN SAID NORTH LINE OF SAID FARM TO MARKET HIGHWAY;

THENCE N 75° 14' 04" W, 257.30 FEET WITH SAID NORTH LINE OF SAID F. M. HIGHWAY TO A CAPPED IRON ROD MARKED RPLS 4561 FOUND FOR CORNER;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16° 09' 13", A RADIUS OF 610.00 FEET, AN ARC LENGTH OF 171.98 FEET, WHOSE CHORD BEARS N 64° 21' 19" W, 171.41 FEET WITH SAID NORTH LINE OF SAID F. M. HIGHWAY TO THE PLACE OF BEGINNING AND CONTAINING 3.813 ACRES OF LAND.

EXHIBIT B
Oak Grove PD Ordinance

**TOWN OF LITTLE ELM
ORDINANCE NO. 1737**

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY ESTABLISHING A NEW PLANNED DEVELOPMENT - LIGHT COMMERCIAL (PD-LC) DISTRICT IN ORDER TO ALLOW A NEW COMMERCIAL DEVELOPMENT WITH MODIFIED DEVELOPMENT STANDARDS ON APPROXIMATELY 5.172 ACRES OF LAND, GENERALLY LOCATED ON THE NORTHWEST CORNER OF OAK GROVE PARKWAY AND SCARLET FALLS DRIVE; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, a request for Planned Development-Light Commercial (PD-LC) with modified development standards on approximately 5.172 acres of land, more specifically described in the exhibits, attached hereto; and

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

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

WHEREAS, at its regular meeting held on October 5, 2023 the Planning & Zoning Commission considered and made recommendations on Case No. PD-23-10136; 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 establishing a new Planned Development-Light Commercial (PD-LC) based on Light Commercial (LC) district requirements with modified uses and development standards in order to allow a new commercial development on approximately 5.172 acres of land generally located on the northwest corner of Oak Grove Parkway and Scarlet Falls Drive, within Little Elm Town limits, more particularly described as **Exhibit A**, and attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

SECTION 3. CONDITIONS AND REGULATIONS. The permitted uses and standards shall be in accordance with the Light Commercial (LC) District and all applicable provisions of Chapter 106 – Zoning Ordinance in general, unless otherwise specified herein:

- a) The Zoning and Land Use Regulations, and all conditions set forth in **Exhibit B** attached hereto and made a part hereof for all purposes shall be adhered to in their entirety for the purposes of this Planned Development. In the event of conflict between the provisions of **Exhibit B** and provisions of any other exhibit, the provisions of **Exhibit B** control.

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

- a) If, after two years from the date of approval of the Planned Development Master Plan, no substantial development progress has been made within the PD, then the Planned Development Master Plan shall expire. If the Planned Development

Master Plan expires, a new Planned Development Master Plan must be submitted and approved according to the procedures within the Zoning Ordinance, Planned Development Districts. An extension of the two year expiration shall be granted if a development application for the PD has been submitted and is undergoing the development review process or if the Director of Development Services determines development progress is occurring.

- b) The Planned Development Master Plan shall control the use and development of the property, and all building permits and development requests shall be in accordance with the plan until it is amended by the City Council.
- c) If a change to the Concept Plan, if any, is requested, the request shall be processed in accordance with the development standards in effect at the time the change is requested for the proposed development.

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

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

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 7th day of November, 2023.

Town of Little Elm, Texas

Curtis Cornelious, Mayor

ATTEST:

Caitlan Biggs, Town Secretary

Exhibit A
Metes and Bounds

PROPERTY DESCRIPTION 1.359 ACRES

BEING A 1.359 ACRE TRACT OF LAND SITUATED IN THE DAVID M. CULE SURVEY, ABSTRACT NO. 226, DENTON COUNTY, TEXAS, BEING ALL THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO KELSEY KIRK MARIN, AS RECORDED IN INSTRUMENT NO. 81949, OFFICIAL RECORDS, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND MAG NAIL AT THE COMMON EAST CORNER OF SAID MARIN TRACT AND LOT 4, BLOCK B, OAK GROVE, AN ADDITION TO DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2020-406, SAID OFFICIAL RECORDS, SAID NAIL BEING ON THE WEST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO WILLIAM P. MAROSKI AND BEVERLY MAROSKI, AS RECORDED IN INSTRUMENT NO. 97-R0069147, SAID OFFICIAL RECORDS;

THENCE SOUTH $01^{\circ} 41' 44''$ EAST (DEED = SOUTH $00^{\circ} 04' 44''$ WEST), A DISTANCE OF 362.61 FEET ALONG THE COMMON LINE OF SAID MARIN AND MAROSKI TRACTS TO A 1/2-INCH IRON ROD FOUND ON THE NORTHEAST LINE OF FARM TO MARKET ROAD NO. 720, BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 610.00 FEET;

THENCE ALONG SAID NORTHEAST LINE AND SAID CURVE AN ARC DISTANCE OF 458.93 FEET, HAVING A CHORD BEARING AND DISTANCE OF NORTH $36^{\circ} 29' 16''$ WEST - 448.18 FEET TO A 1/2-INCH IRON ROD SET WITH CAP STAMPED "PREMIER SURVEYING" AT THE NORTHWEST CORNER OF SAID MARIN TRACT;

THENCE NORTH $89^{\circ} 31' 30''$ EAST ALONG THE NORTH LINE OF SAID MARIN TRACT, PASSING A 5/8-INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF LOT 1X, AFORESAID BLOCK B, AT A DISTANCE OF 5.13 FEET AND CONTINUING ALONG THE COMMON LINE OF SAID MARIN TRACT AND SAID LOT 1X, PASSING A 1/2-INCH IRON ROD FOUND AT THE COMMON SOUTH CORNER OF SAID LOT 1X AND LOT 2, SAID BLOCK, AT A DISTANCE OF 55.85 FEET AND CONTINUING ALONG THE COMMON LINE OF SAID MARIN TRACT AND SAID LOT 2, PASSING A 1/2-INCH IRON ROD FOUND AT THE COMMON SOUTH CORNER OF SAID LOT 2 AND LOT 3, SAID BLOCK, AT A DISTANCE OF 114.85 FEET AND CONTINUING ALONG THE COMMON LINE OF SAID MARIN TRACT AND SAID BLOCK B A TOTAL DISTANCE OF 255.79 FEET TO THE POINT OF BEGINNING AND CONTAINING 59,201 SQUARE FEET OR 1.359 ACRES OF LAND.

PROPERTY DESCRIPTION - 3.813 ACRES

BEING ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND SITUATED IN THE D. M. CULE SPEER SURVEY ABSTRACT NUMBER 226 IN THE TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS, BEING A PART OF THAT CERTAIN TRACT OF LAND CONVEYED BY DEED FROM SUBURBAN PROPANE, L.P. TO WILLIAM P. MAROSKI AND BEVERLY MAROSKI RECORDED UNDER CLERK'S FILE NUMBER 97-R0069147, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CAPPED IRON ROD MARKED RPLS 4561 FOUND FOR CORNER IN THE NORTH LINE OF FARM TO MARKET HIGHWAY NUMBER 720 ALSO KNOWN AS OAK GROVE PARKWAY, A PUBLIC ROADWAY HAVING A VARIABLE WIDTH RIGHT-OF-WAY SAID POINT BEING THE SOUTHEAST CORNER OF THE REMNANT OF THAT CERTAIN TRACT OF LAND CONVEYED BY DEED FROM NORTH DALLAS BANK AND TRUST COMPANY TO KELSEY KIRK MARIN RECORDED UNDER DOCUMENT NUMBER 2021-81949, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS;

THENCE N 00° 42' 37" W, 384.86 FEET WITH THE EAST LINE OF SAID MARIN TRACT TO A POINT IN A FENCE CORNER FOR CORNER, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 5, BLOCK B OF OAK GROVE, AN ADDITION TO THE TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED UNDER DOCUMENT NUMBER 2020-406, PLAT RECORDS, DENTON COUNTY, TEXAS;

THENCE S 75° 08' 02" E, 417.50 FEET WITH THE SOUTH LINE OF SAID BLOCK B OF SAID OAK GROVE TO A CAPPED IRON ROD MARKED RPLS 4561 SET FOR CORNER, SAID POINT BEING THE NORTHWEST CORNER OF LOT 19X IN SAID BLOCK B OF SAID OAK GROVE;

THENCE S 00° 37' 38" E, 417.50 FEET WITH THE WEST LINE OF SAID LOT 19X AND WITH THE WEST LINE OF SCARLETT FALLS DRIVE, A PUBLIC ROADWAY HAVING A VARIABLE WIDTH RIGHT-OF-WAY TO A CAPPED IRON ROD MARKED KHA FOUND FOR CORNER IN SAID NORTH LINE OF SAID FARM TO MARKET HIGHWAY;

THENCE N 75° 14' 04" W, 257.30 FEET WITH SAID NORTH LINE OF SAID F. M. HIGHWAY TO A CAPPED IRON ROD MARKED RPLS 4561 FOUND FOR CORNER;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16° 09' 13", A RADIUS OF 610.00 FEET, AN ARC LENGTH OF 171.98 FEET, WHOSE CHORD BEARS N 64° 21' 19" W, 171.41 FEET WITH SAID NORTH LINE OF SAID F. M. HIGHWAY TO THE PLACE OF BEGINNING AND CONTAINING 3.813 ACRES OF LAND.

Exhibit B
PD Standards

PLANNED DEVELOPMENT DISTRICT STATEMENT OF INTENT AND PURPOSE

This zoning submittal encompasses approximately 5.172 total acres of land within the Town of Little Elm, more fully described on the legal description attached as Exhibit A (the "Property"). The planned development ("PD") will allow for a new commercial development, consisting of six buildings, featuring medical office, general office, retail, and restaurant uses, with one end-cap drive thru component. The elements within this PD will contribute to a high-quality multitenant commercial development that enhances the natural characteristics of the property, while still providing the highest and best use for the property based on its location and access, as well as help serve as the gateway into the Town. This PD will provide the zoning regulations, as depicted in Exhibit B, necessary to develop the site. The final layout must generally conform to Exhibit C.

It is the intent of this PD to primarily follow the Light Commercial (LC) zoning regulations as the base district, with modified development standards and uses as outlined within this PD ordinance, therefore amending the existing Town of Little Elm Zoning Map. Any conflict between this PD and the Zoning Ordinance shall be resolved in favor of those regulations set forth in this PD, or as may be ascertained through the intent of this PD. As used herein "Zoning Ordinance" means the comprehensive zoning of the Town of Little Elm, Texas, in effect on the effective date of this Agreement, except otherwise defined in this Agreement. Uses and development regulations specifically modified, designated, or included in this PD shall not be subject to amendment after the date of the adoption of this PD (the "Effective Date") (whether through the amendment of the Zoning Ordinance or otherwise), except through an amendment of this PD. Uses and development regulations which otherwise are not specifically modified, designated or included in this PD shall be controlled by the "Zoning Ordinance", unless the context provides to the contrary.

As used herein, "Director" means the Director of Development Services.

Conceptual plan required. The Concept Plan attached hereto as Exhibit C, and incorporated herein by reference, demonstrates potential locations and relationships of the uses permitted under this PD. An amendment to a concept plan approved as a part of the ordinance establishing the planned development district is a change in zoning district classification and must follow the same procedures set forth in Section 106.04.03, except the Director may approve minor revisions which do not alter the basic relationship of the proposed development.

PLANNED DEVELOPMENT DISTRICT STANDARDS

Except as otherwise set forth in these development standards, the development of this area shall follow the regulation of the Town Little Elm's Zoning Ordinance and the Subdivision Ordinance, as they exist, or may be amended, at the time of development.

GENERAL CONDITIONS FOR THE PD

1. Purpose:

The purpose of this Planned Development is to allow for a mixture of commercial retail, restaurant, and office uses supported by complimentary development standards that allow for the development to also serve as a gateway for the Town. This PD will allow for alternative standards to off-street parking requirement to serve the overall development, modification of the parking island requirements, maximum lot coverage requirements, and an alternative to the foundation planting requirement. Anticipated construction start in 2nd quarter of 2024.

2. Base Zoning District:

The permitted uses and standards will be in accordance with the Light Commercial District (LC) zoning district as defined in the Zoning Ordinance, unless otherwise specified in the PD regulations.

3. Uses:

All permitted uses in the Light Commercial (LC) district shall be allowed with the same provisions and restrictions, including uses permitted by a Specific Use Permit (SUP) and Conditional Use Permit (C), except as noted below:

Uses Permitted by Right

- Restaurant with Drive-Thru (as shown on Concept Site Plan)

4. Lot Regulations: Setbacks, side yards, rear yards, maximum building heights, maximum floor area, and landscape buffers shall be in accordance with the Zoning Ordinance, unless otherwise specified in the PD.

Maximum Lot Coverage: 80%

5. Architectural Standards: Architectural standards shall be in accordance with the Zoning Ordinance. Reference Sec. 106.06.05 for architectural standards for commercial structures, except as specified below.

Architectural standards as provided on Architectural façade plans.

6. Landscape. All provisions within Article VI. Division 4. Landscaping and Tree Preservation shall be met, as it exists or may be amended in accordance with the standards in effect at the time of development, or requested change, unless otherwise shown on the Landscape Plans attached hereto.

Foundation plantings or sidewalk tree gates are to be omitted, and instead, additional pedestrian features such as plazas, seating areas, fountains, and/or outdoor recreation facilities will occupy an area equal to or greater than ten percent of the total building area in accordance with Sec 106.06.18.b.d.

7. Parking Regulations: All provisions within Article VI. Division 4. Parking, Stacking, and Loading Standards shall be met except as specified below:

Off-Street Parking: Shared parking will be allowed between all tenants during different peak hour needs. Shared Parking Requirement: Provide one parking stall per 250 SF of building floor area.

Landscaped Parking Islands:

Provide one landscaped parking island for every 10 parking stalls unless double row parking is provided, internal to the site, as shown in site plan. Provide one landscaped parking island for every 14 stalls for double row parking as shown in site plan.

8. Screening: All provisions within Article VI. Division 3 Screening Walls and Fences shall be met.
9. Signs: All provisions within Chapter 86 – Sign Ordinance shall be met except as specified below:

Restaurant drive-thru menu sign and speaker: Drive-thru menu sign and speaker system location as shown on the Site Plan. Any drive-up or drive-thru speaker system shall emit no more than fifty (50) decibels of noise level, measured at the property boundary where subject tracts are adjacent to residential uses.

Waivers:

- Provide one parking stall per 250 SF of building floor area.
- Internal double row of parking shall provide landscape islands every 14 spaces, as shown in site plan.
- Maximum Lot Coverage to be 80%.
- Alternative foundation planting requirement provided through enhanced pedestrian amenities
- Drive-Thru by right, only as shown on the Concept Plan

Exhibit C
Development Plans



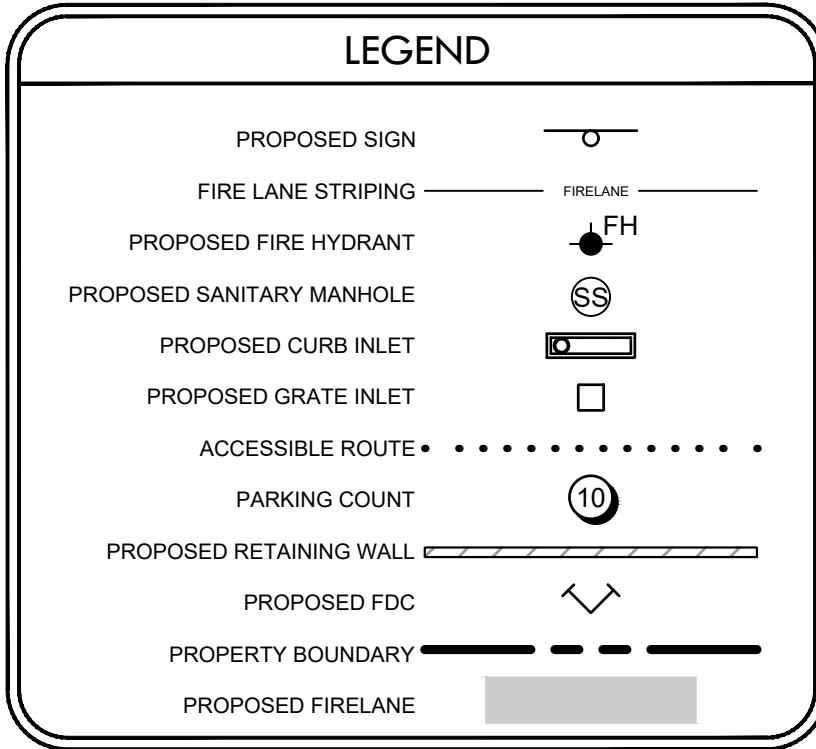
Know what's below.
Call before you dig.

PRELIMINARY
FOR REVIEW ONLY
THESE DOCUMENTS ARE FOR
DESIGN REVIEW ONLY AND
NOT INTENDED FOR THE
PURPOSES OF CONSTRUCTION,
BIDDING OR PERMIT. THEY
WERE PREPARED BY, OR
UNDER THE SUPERVISION OF:
PATRICK C. FILSON
P.E.# 108577
DATE: October 31, 2023

RIDGE REALTY
PARTNERS LLC

15769 PLEAT LEAF ROAD
FRISCO, TEXAS 75033
PH: 832-998-4818
KRISHNA KATEPALLI

2135 OAK GROVE
TOWN OF LITTLE ELM
DENTON COUNTY, TEXAS



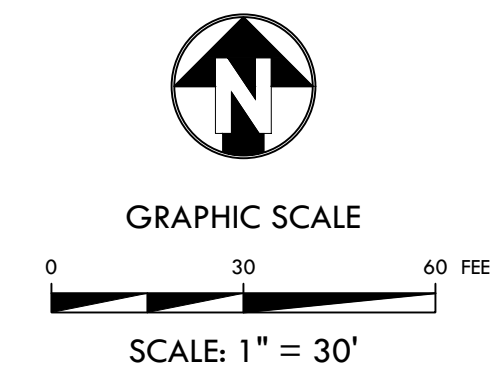
- LAYOUT & DIMENSIONAL CONTROL NOTES:
- BOUNDARY LINES AND EASEMENT: REFER TO THE FINAL PLAT TO VERIFY PROPERTY LINES AND EXISTING EASEMENT LOCATIONS.
 - DIMENSION CONTROL: UNLESS NOTED OTHERWISE, ALL PAVING DIMENSIONS SHOWN ARE TO FACE OF CURB.
 - CURB RADIUS: UNLESS NOTED OTHERWISE, ALL CURB RADIUS SHALL BE 3' AT FACE OF CURB.
 - BUILDING DIMENSIONS: REFERENCE ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS.
 - CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND COORDINATES PRIOR TO CONSTRUCTION.
 - ALL COORDINATES ARE U.S. SURVEY FEET, NAD '83 SURFACE.

NOTE TO CONTRACTOR
THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES (WHETHER SHOWN ON PLANS OR NOT) PRIOR TO COMMENCING CONSTRUCTION. IF FIELD CONDITIONS DIFFER SIGNIFICANTLY FROM LOCATIONS SHOWN ON THE PLANS, THE CONTRACTOR SHALL CONTACT THE PROJECT ENGINEER PRIOR TO PROCEEDING WITH CONSTRUCTION.

ELECTRIC VEHICLE NOTE
ELECTRIC VEHICLE CONDUIT IS PROVIDED FOR 1 SPACE PER 25 SPOTS

SITE PLAN KEY	
①	PROP. METER (DOMESTIC)
②	PROP. DDC (FIRE SERVICE)
③	PROP. METER (IRRIGATION)

TXDOT R.O.W. NOTE
ALL IMPROVEMENTS WITHIN TXDOT R.O.W. BY SEPARATE PERMIT



SITE PLAN
CITY PROJECT NO. PD-23-01036

2135 OAK GROVE
5.172 ACRES
D.M. CULE SURVEY A-226
(DOC. NO. 2021-01949 P.R.D.C.T.)
C.F. #97-R006947 P.R.D.C.T.)
CITY OF LITTLE ELM,
DENTON COUNTY, TEXAS
PREPARATION DATE: 10/31/2023

OWNER/APPLICANT
RIDGE REALTY PARTNERS LLC
15769 PLEAT LEAF ROAD
FRISCO, TEXAS 75034
PH: 832-998-4818
CONTACT: KRISHNA KATEPALLI

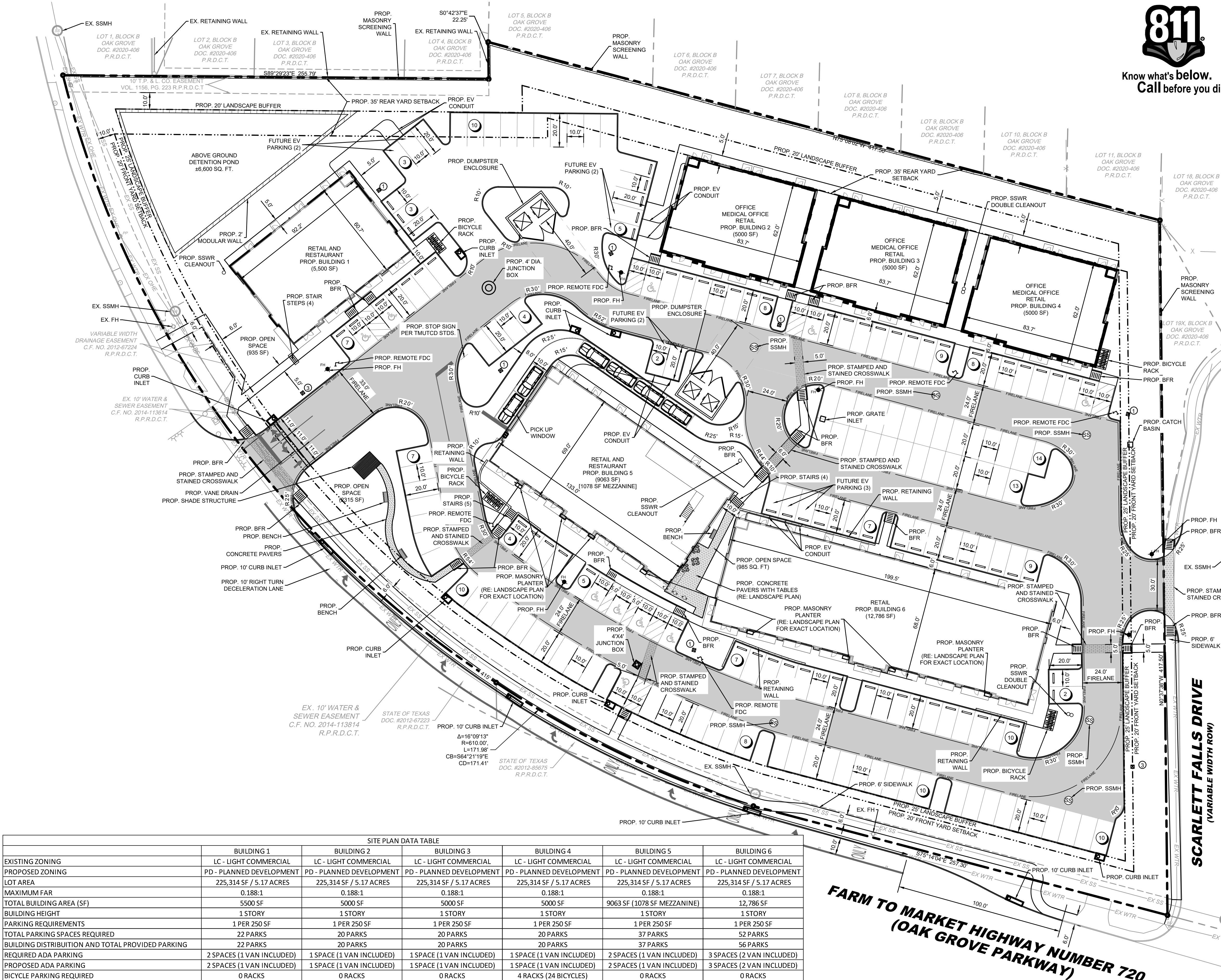
LANDSCAPE ARCHITECT
STUDIO GREEN SPOT, INC.
1333 W. MCDEMOTT DR #200
ALLEN, TX 75013
PH: 469-369-4448
CONTACT: CHRIS TRONZANO, RLA

ENGINEER
KIRKMAN ENGINEERING, LLC
5200 STATE HIGHWAY 121
COLLEYVILLE, TX 76034
PH: 817-488-4960
CONTACT: PATRICK FILSON, PE

SURVEYOR
BARTON CHAPA SURVEYING
5200 STATE HIGHWAY 121
COLLEYVILLE, TX 76037
PH: 817-864-1957
CONTACT: JACK BARTON, RPLS

CONCEPT
PLAN

SHEET:
1



SITE PLAN DATA TABLE						
	BUILDING 1	BUILDING 2	BUILDING 3	BUILDING 4	BUILDING 5	BUILDING 6
EXISTING ZONING	LC - LIGHT COMMERCIAL	LC - LIGHT COMMERCIAL	LC - LIGHT COMMERCIAL	LC - LIGHT COMMERCIAL	LC - LIGHT COMMERCIAL	LC - LIGHT COMMERCIAL
PROPOSED ZONING	PD - PLANNED DEVELOPMENT	PD - PLANNED DEVELOPMENT	PD - PLANNED DEVELOPMENT	PD - PLANNED DEVELOPMENT	PD - PLANNED DEVELOPMENT	PD - PLANNED DEVELOPMENT
LOT AREA	225,314 SF / 5.17 ACRES	225,314 SF / 5.17 ACRES	225,314 SF / 5.17 ACRES	225,314 SF / 5.17 ACRES	225,314 SF / 5.17 ACRES	225,314 SF / 5.17 ACRES
MAXIMUM FAR	0.188:1	0.188:1	0.188:1	0.188:1	0.188:1	0.188:1
TOTAL BUILDING AREA (SF)	5500 SF	5000 SF	5000 SF	5000 SF	9063 SF (1078 SF MEZZANINE)	12,786 SF
BUILDING HEIGHT	1 STORY	1 STORY	1 STORY	1 STORY	1 STORY	1 STORY
PARKING REQUIREMENTS	1 PER 250 SF	1 PER 250 SF	1 PER 250 SF	1 PER 250 SF	1 PER 250 SF	1 PER 250 SF
TOTAL PARKING SPACES REQUIRED	22 PARKS	20 PARKS	20 PARKS	20 PARKS	37 PARKS	52 PARKS
BUILDING DISTRIBUTION AND TOTAL PROVIDED PARKING	22 PARKS	20 PARKS	20 PARKS	20 PARKS	37 PARKS	56 PARKS
REQUIRED ADA PARKING	2 SPACES (1 VAN INCLUDED)	1 SPACE (1 VAN INCLUDED)	1 SPACE (1 VAN INCLUDED)	1 SPACE (1 VAN INCLUDED)	2 SPACES (1 VAN INCLUDED)	3 SPACES (2 VAN INCLUDED)
PROPOSED ADA PARKING	2 SPACES (1 VAN INCLUDED)	1 SPACE (1 VAN INCLUDED)	1 SPACE (1 VAN INCLUDED)	1 SPACE (1 VAN INCLUDED)	2 SPACES (1 VAN INCLUDED)	3 SPACES (2 VAN INCLUDED)
BICYCLE PARKING REQUIRED	0 RACKS	0 RACKS	0 RACKS	4 RACKS (24 BICYCLES)	0 RACKS	0 RACKS
BICYCLE PARKING PROVIDED	0 RACKS	0 RACKS	0 RACKS	4 RACKS (24 BICYCLES)	0 RACKS	0 RACKS
MAXIMUM LOT COVERAGE (%)	-	-	-	70	-	-
IMPERVIOUS COVER (SF)	-	-	-	152305	-	-
LOT COVERAGE (%)	-	-	-	68	-	-
OPEN SPACE PROVIDED	-	-	-	4235 SF	-	-

FILE PATH: K:\sharip23001\2135_OakGrove\23001_1616_EIR\Drawings\01_Concept\Plan03_Production\CLD SITE PLAN.dwg
PLANNED: CLD SITE PLAN: 10/30/2023 4:49
PLOTTER: BY: CHAS WALKER
PLOT DATE: 10/31/2023

L.1

FACADE INFORMATION

FACADE PLAN:

THE FM720 PREMIERE OAKS DEVELOPMENT

BUILDING OWNER: RIDGE REALTY PARTNERS, LLC
15500 PLAT LEW ROAD
FRIEDCO, TEXAS 75024
TELEPHONE: (855) 986-8818
CONTACT: KRISHNA KATTEPALU

APPLICANT: KIRKMAN ENGINEERING
5000 STATE HIGHWAY 131
COLLEEVILLE, TEXAS 75004
TELEPHONE: (817) 688-9225
CONTACT: SHAWN WALDO, P.E.
shawn.waldo@kirkman.com

ARCHITECT: PATRICK AHEARNE, ARCHITECT
814 WIND ELM DRIVE
ALLEN, TX 75002
TELEPHONE: (802) 742-4459
LICENSING NO. 14649
CONTACT: PATRICK AHEARNE
pahearne2@gmail.com

BUILDING DIMENSIONS: MAIN BUILDING - 131'-4" WIDE x 79'-2" DEEP
SHERWIN WILLIAMS - SW 6005
MEZZANINE - 131A SQFT

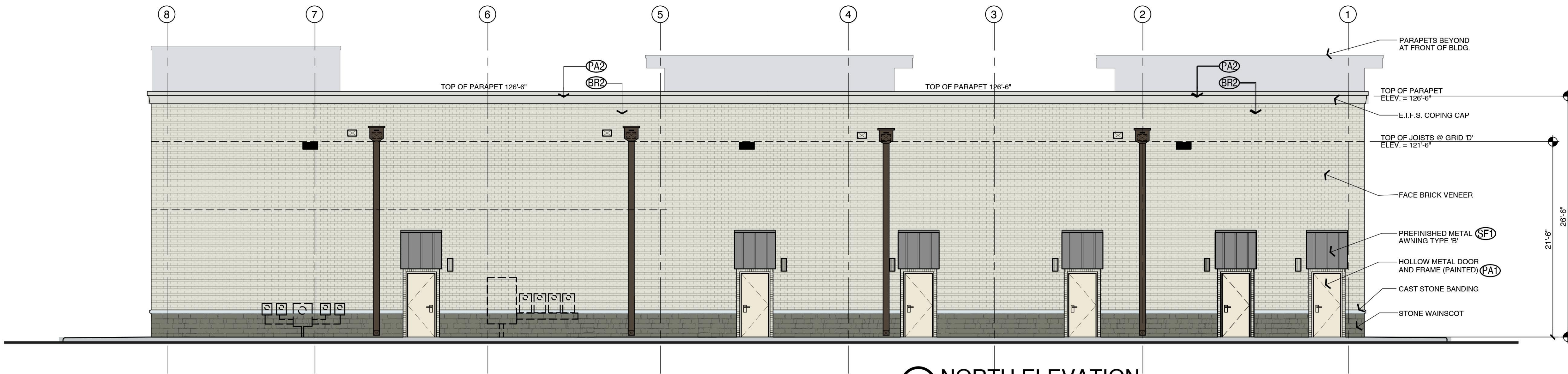
MAXIMUM BUILDING HEIGHT: MAIN BUILDING - 32'-0"

NOTES:

1. THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES.
2. ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE.
3. WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
4. ALL STORAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY DEVELOPMENT SERVICES.
5. AN ON-SITE MOCKUP OF THE BUILDING MATERIALS TO BE USED ON THE STRUCTURE SHALL BE INSTALLED AND REVIEWED BY THE PLANNING DIVISION. MATERIALS SHALL NOT BE PLACED ON THE STRUCTURE UNTIL A GREEN TAG IS RECEIVED BY THE PLANNING DIVISION.
6. AN APPROVED FACADE PLAN SHALL BE POSTED ON-SITE AT ALL TIMES.

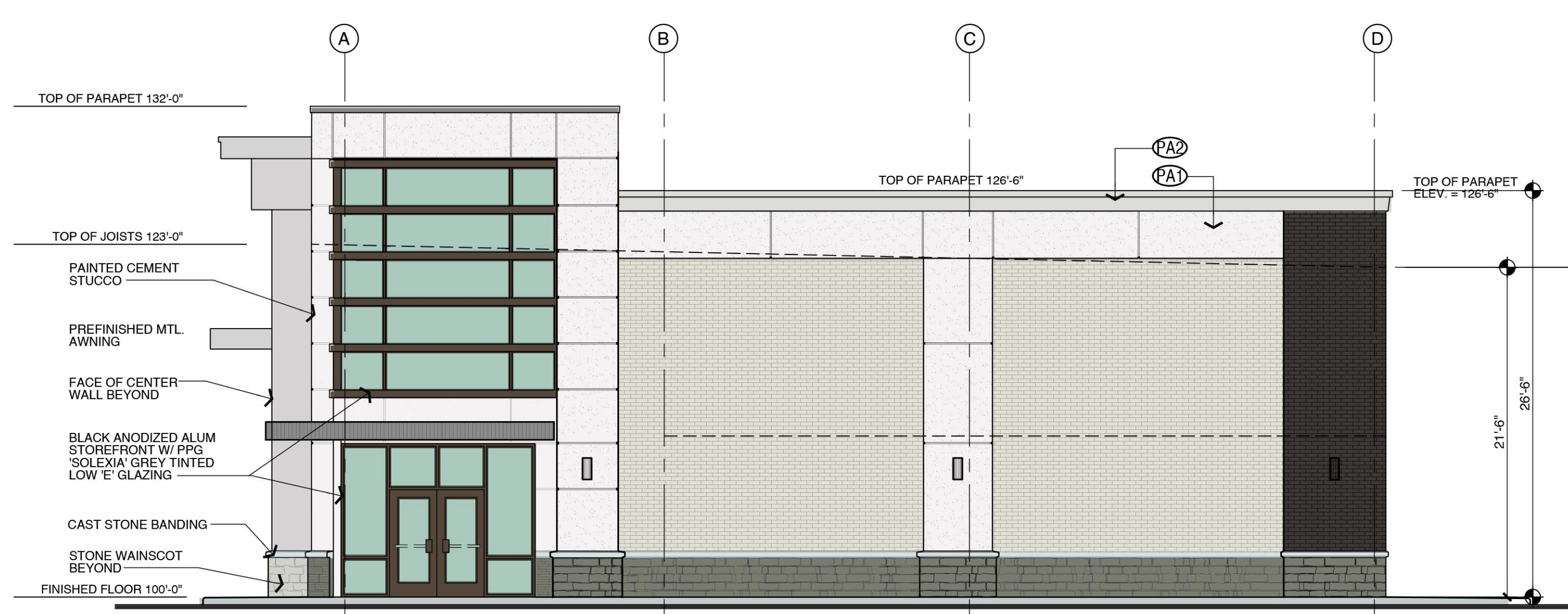
MATERIALS LEGEND

- BR1:** "ONYX" SMOOTH HERBON BRICK
MODULAR - DARK BRICK
SMOOTH FINISH
- BR2:** ENDICOTT CLAY PRODUCTS /
NO. 5N1 "GLAZED WHITE"
SMOOTH FINISH
- ST1:** STONE VENEER / STACKED STONE /
ACME - M. STONE "HARAPPA GOLD"
SLACKSTONE
- CFB:** CEMENTITIOUS FIBER BOARD
NICHHA VINTAGEWOOD (CEDAR)
ACCENT
- SF1:** STOREFRONT / AWNINGS / CANOPIES:
BLACK ANODIZED ALUMINUM
GLAZING: LOW-E - GREY TINTED
- PA1:** EXTERIOR PAINT - STUCCO
SHERWIN WILLIAMS - SW 6005
"CACHET CREAM" CORNICE
- PA2:** EXTERIOR PAINT - E.I.F.S. COPING CAPS
SHERWIN WILLIAMS - SW 7006
"EXTRA WHITE"



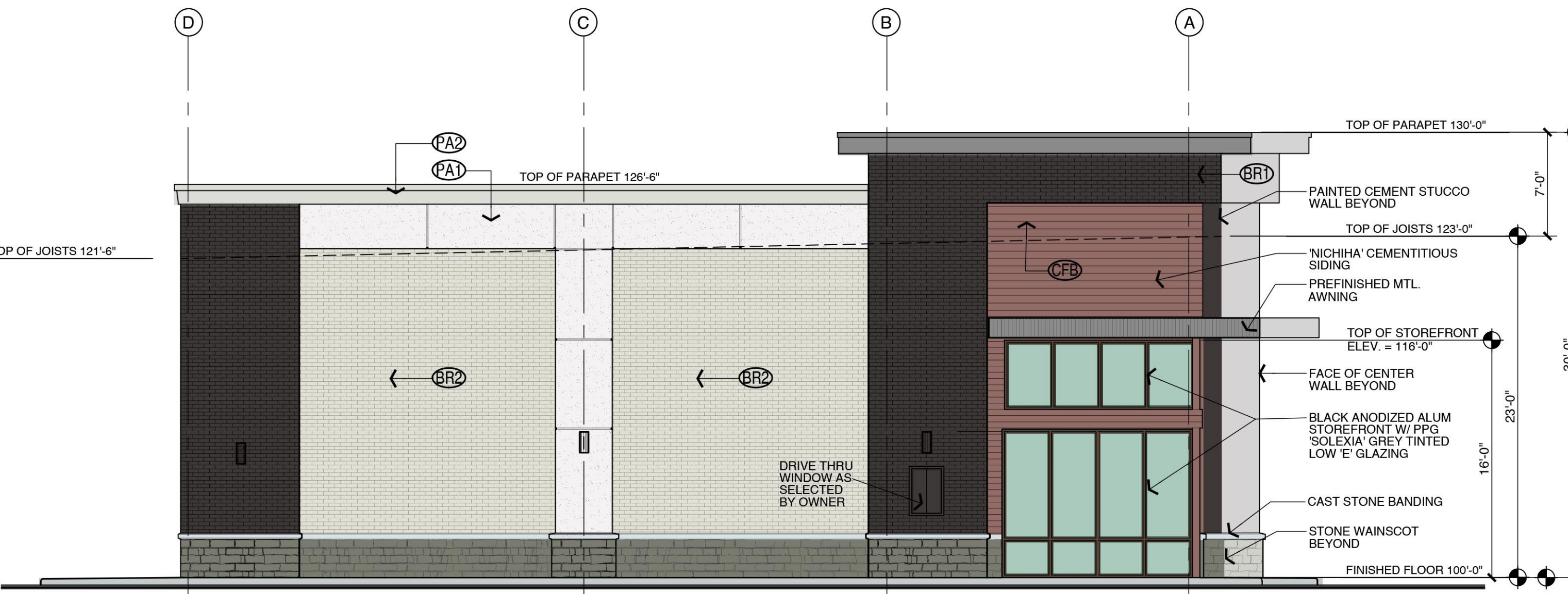
4 NORTH ELEVATION

SCALE: 5/32" = 1'-0" 1 FM720 RB1 ELEV R2.DWG



3 EAST ELEVATION

SCALE: 5/32" = 1'-0" 1 FM720 RB1 ELEV R2.DWG



2 WEST ELEVATION

SCALE: 5/32" = 1'-0" 1 FM720 RB1 ELEV R2.DWG



1 FRONT (SOUTH) ELEVATION

SCALE: 5/32" = 1'-0" 1 FM720 RB1 ELEV R2.DWG

FACADE CALCULATIONS:			
NOTE: AWNINGS, WINDOWS AND DOORS ARE NOT INCLUDED IN FACADE CALCULATIONS			
FRONT / SOUTH ELEVATION:	WEST ELEVATION:	EAST ELEVATION:	REAR / NORTH ELEVATION:
FACE BRICK / STONE VENEER: 1,428 SQFT 56%	FACE BRICK / STONE VENEER: 1,254 SQFT 72%	FACE BRICK / STONE VENEER: 1,071 SQFT 68%	FACE BRICK / STONE VENEER: 3,168 SQFT 90%
PAINTED CEMENT STUCCO: 530 SQFT 20%	PAINTED CEMENT STUCCO: 194 SQFT 11%	PAINTED CEMENT STUCCO: 390 SQFT 25%	PAINTED CEMENT STUCCO: 0 SQFT 0%
E.I.F.S. COPING CAP: 170 SQFT 7%	E.I.F.S. COPING CAP: 106 SQFT 6%	E.I.F.S. COPING CAP: 75 SQFT 5%	E.I.F.S. COPING CAP: 198 SQFT 6%
CAST STONE BANDING: 30 SQFT 1%	CAST STONE BANDING: 28 SQFT 2%	CAST STONE BANDING: 28 SQFT 2%	CAST STONE BANDING: 118 SQFT 4%
NICHHA CEMENTITIOUS SIDING: 418 SQFT 16%	NICHHA CEMENTITIOUS SIDING: 156 SQFT 9%	NICHHA CEMENTITIOUS SIDING: 0 SQFT 0%	NICHHA CEMENTITIOUS SIDING: 0 SQFT 0%
FACADE TOTAL W/O OPENINGS: 2,576 SQFT	FACADE TOTAL W/O OPENINGS: 1,738 SQFT	FACADE TOTAL W/O OPENINGS: 1,564 SQFT	FACADE TOTAL W/O OPENINGS: 3,484 SQFT
DOORS / WINDOWS: 1,328 SQFT 34%	DOORS / WINDOWS: 216 SQFT 11%	DOORS / WINDOWS: 390 SQFT 20%	DOORS / WINDOWS: 126 SQFT 4%
FACADE TOTAL: 3,904 SQFT	FACADE TOTAL: 1,954 SQFT	FACADE TOTAL: 1,954 SQFT	FACADE TOTAL: 3,610 SQFT

Patrick Ahearne, Architect

814 Wind Elm Drive Allen, TX 75002 - 214 673-0054 pahearne2@gmail.com

A New Shell Retail Building 2 for:
The FM720 Little Elm Development
2135 Oak Grove
Little Elm, Texas

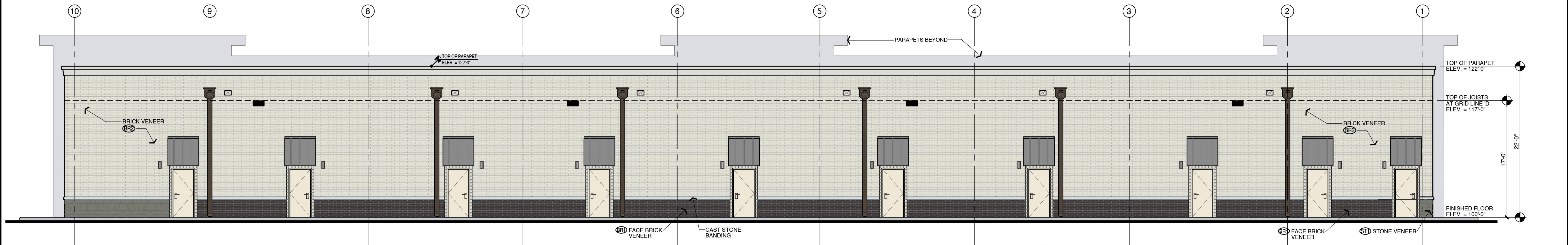


ISSUED FOR OWNER REVIEW ONLY

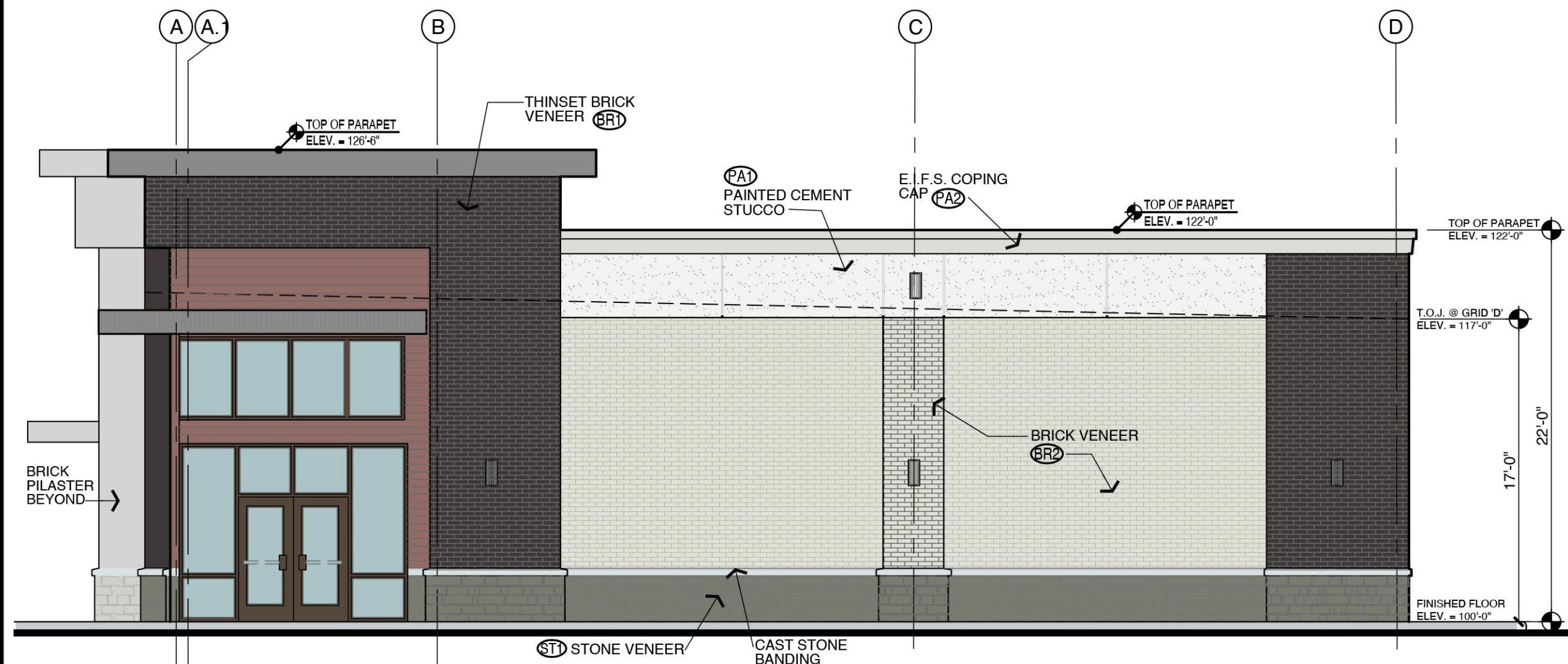
DATE: JULY 26, 2023
JOB NO: 23-FM720 02 10
DRAWN: PMA
CHECKED: PMA

REVISIONS:

A3.01



4 NORTH ELEVATION
SCALE: 5/32" = 1'-0"
1 FM720 RB1 BASE R2.DWG



3 EAST ELEVATION
SCALE: 5/32" = 1'-0"
1 FM720 RB1 BASE R2.DWG

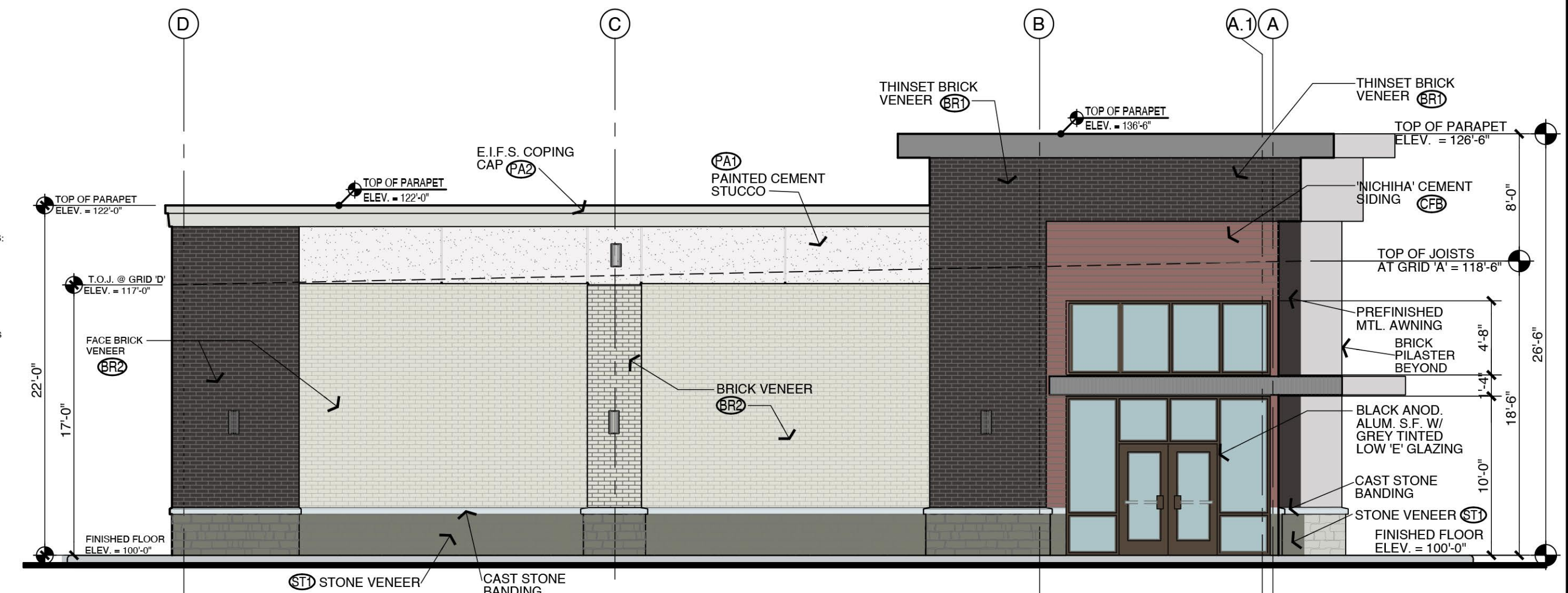
FACADE INFORMATION

FACADE PLAN:
THE FM720 PREMIERE OAKS DEVELOPMENT
BUILDING OWNER: RIDGE REALTY PARTNERS, LLC
15708 PLEAT LEAF ROAD
FRESNO, TEXAS 76844
TELEPHONE: (855) 968-4818
CONTACT: KRISHNA KATPALI
APPLICANT: KIRKMAN ENGINEERING
5200 STATE HIGHWAY 121
COLEYVILLE, TEXAS 76834
TELEPHONE: (817) 488-0425
CONTACT: SHAWN WALDO, P.E.
shawn.waldo@texasdps.com
ARCHITECT: PATRICK AHEARNE, ARCHITECT
814 WIND ELM DRIVE
ALLEN, TX 75002
TELEPHONE: (972) 742-4459
LICENSE NO. 14649
CONTACT: PATRICK AHEARNE
pahearne2@gmail.com
BUILDING DESCRIPTION: MAIN BUILDING - 199'-4" WIDE x 66'-0" DEEP
12,786 SQ/FT
MAXIMUM BUILDING HEIGHT: MAIN BUILDING - 31'-0"

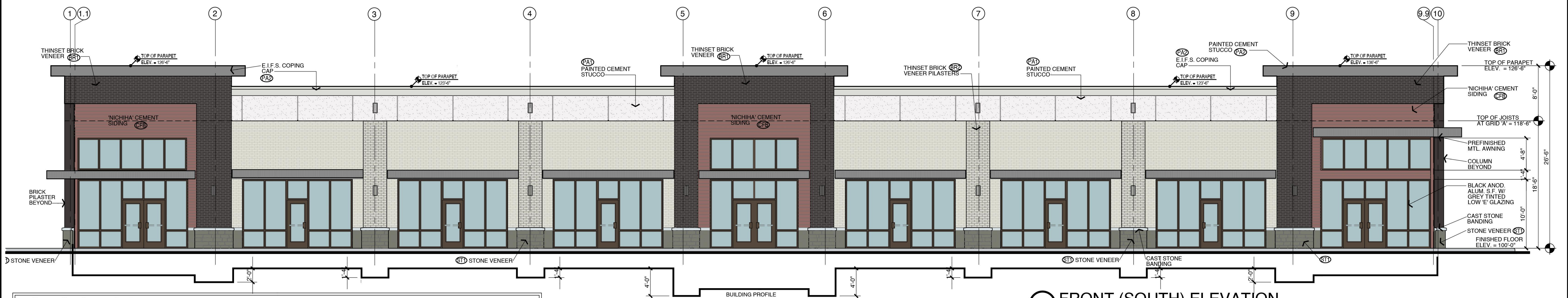
- NOTES:**
1. THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES.
 2. ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE.
 3. WHEN PRINTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
 4. ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY DEVELOPMENT SERVICES.
 5. AN ON-SITE MOCKUP OF THE BUILDING MATERIALS TO BE USED ON THE STRUCTURE SHALL BE INSTALLED AND REVIEWED BY THE PLANNING DIVISION. MATERIALS SHALL NOT BE PLACED ON THE STRUCTURE UNTIL A GREEN TAG IS RECEIVED BY THE PLANNING DIVISION.
 6. AN APPROVED FACADE PLAN SHALL BE POSTED ON-SITE AT ALL TIMES.

MATERIALS LEGEND

- BR1: "ONYX" SMOOTH HERBON BRICK MODULAR - DARK BRICK SMOOTH FINISH
- BR2: ENDICOTT CLAY PRODUCTS / NO. 5N "OLIVED WHITE SMOOTH FINISH
- ST1: STONE VENEER / STACKED STONE / ACME "M STONE" "HARAPPA GOLD" SLACKSTONE
- CFB: CEMENTITIOUS FIBER BOARD NICHHA VINTAGEWOOD (REDWOOD) ACCENT
- SF1: STOREFRONT / AWNINGS / CANOPIES: BLACK ANODIZED ALUMINUM GLAZING LOW 'E' GREY TINTED
- PA1: EXTERIOR PAINT - STUCCO SHERWIN WILLIAMS - SW 6305 "CASCHEE CREAM" PLASTER & CORNICE
- PAP: EXTERIOR PAINT - E.I.F.S. COPING CAPS SHERWIN WILLIAMS - SW 7006 "EXTRA WHITE"



2 WEST ELEVATION
SCALE: 5/32" = 1'-0"
1 FM720 RB1 BASE R2.DWG



1 FRONT (SOUTH) ELEVATION
SCALE: 5/32" = 1'-0"
1 FM720 RB1 BASE R2.DWG

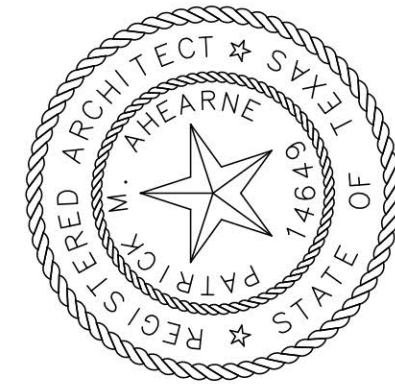
FACADE CALCULATIONS:			
NOTE: AWNINGS, WINDOWS AND DOORS ARE NOT INCLUDED IN FACADE CALCULATIONS			
FRONT / SOUTH ELEVATION:	WEST ELEVATION:	EAST ELEVATION	NORTH ELEVATION
FACE BRICK / STONE VENEER: 2,075 SQ/FT 65%	FACE BRICK VENEER: 1,172 SQ/FT 78%	FACE BRICK VENEER: 1,172 SQ/FT 78%	FACE BRICK VENEER: 4,270 SQ/FT 95%
PAINTED CEMENT STUCCO: 484 SQ/FT 15%	PAINTED CEMENT STUCCO: 134 SQ/FT 9%	PAINTED CEMENT STUCCO: 134 SQ/FT 9%	PAINTED CEMENT STUCCO: N/A 0%
NICHHA' CEMENTITIOUS SIDING: 339 SQ/FT 11%	NICHHA' CEMENTITIOUS SIDING: 150 SQ/FT 10%	NICHHA' CEMENTITIOUS SIDING: 150 SQ/FT 10%	NICHHA' CEMENTITIOUS SIDING: N/A 0%
E.I.F.S. COPING CAP: 306 SQ/FT 9%	E.I.F.S. COPING CAP: 72 SQ/FT 5%	E.I.F.S. COPING CAP: 72 SQ/FT 5%	E.I.F.S. COPING CAP: 266 SQ/FT 5%
FACADE TOTAL W/O OPENINGS: 3,204 SQ/FT	FACADE TOTAL W/O OPENINGS: 1,528 SQ/FT	FACADE TOTAL W/O OPENINGS: 1,528 SQ/FT	FACADE TOTAL W/O OPENINGS: 4,536 SQ/FT
DOORS / WINDOWS: 1,746 SQ/FT 35%	DOORS / WINDOWS: 338 SQ/FT 18%	DOORS / WINDOWS: 338 SQ/FT 18%	DOORS / WINDOWS: 231 SQ/FT 5%
FACADE TOTAL: 4,950 SQ/FT	FACADE TOTAL: 1,866 SQ/FT	FACADE TOTAL: 1,866 SQ/FT	FACADE TOTAL: 4,767 SQ/FT

Patrick Ahearne, Architect
814 Wind Elm Drive Allen, TX 75002 - 214 673-0054 pahearne2@gmail.com

A New Shell Retail Building 1 for:
The FM720 Premiere Oaks Development
2135 Oak Grove
Little Elm, Texas



ISSUED FOR OWNER REVIEW ONLY
DATE: JULY 14, 2023
JOB NO: 23-FM720 02 10
DRAWN: PMA
CHECKED: PMA
REVISIONS:
A3.01



Patrick Ahearne, Architect

814 Wind Elm Drive Allen, TX 75002

tel. (214) 673-0054

A New Office / Medical Building 3 for:
The FM720 Little Elm Development
2135 OAK GROVE
Little Elm, Texas

DATE: JULY 26, 2023
JOB NO: 23 720 LELM 0206
DRAWN: PMA
CHECKED: PMA

REVISIONS:	
DATE:	DESCRIPTION:

A3.01

FACADE INFORMATION

FACADE PLAN:

THE FM720 PREMIERE OAKS DEVELOPMENT

BUILDING OWNER: RIDGE REALTY PARTNERS, LLC
10700 PLANT LEAF ROAD
FRISCO, TEXAS 75034
TELEPHONE: 800-888-8818
CONTACT: KRISHNA KATTEPALI

APPLICANT: KIRKMAN ENGINEERING
500 STATE HIGHWAY 191
COLLEGEVILLE, TEXAS 75804
TELEPHONE: 817-688-4455
CONTACT: SHAWN WALDO, P.E.
shawn.waldo@kirkman.com

ARCHITECT: PATRICK AHEARNE, ARCHITECT
814 WIND ELM DRIVE
ALLEN, TX 75002
TELEPHONE: (972) 742-4459
LICENSE NO. 14663
CONTACT: PATRICK AHEARNE
pahearne@gmail.com

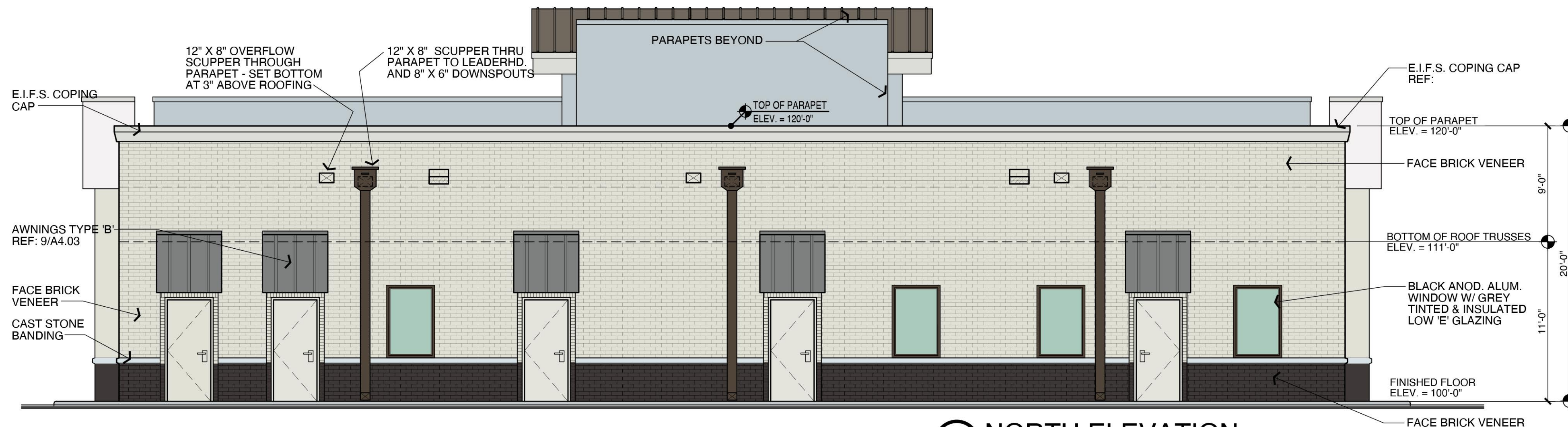
BUILDING DIMENSIONS: MAIN BUILDING - 85'-8" WIDE x 82'-0" DEEP
4,385 SQFT

MAXIMUM BUILDING HEIGHT: MAIN BUILDING - 26'-0"

- THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES.
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- AN APPROVED FACADE PLAN SHALL BE POSTED ON-SITE AT ALL TIMES.

MATERIALS LEGEND

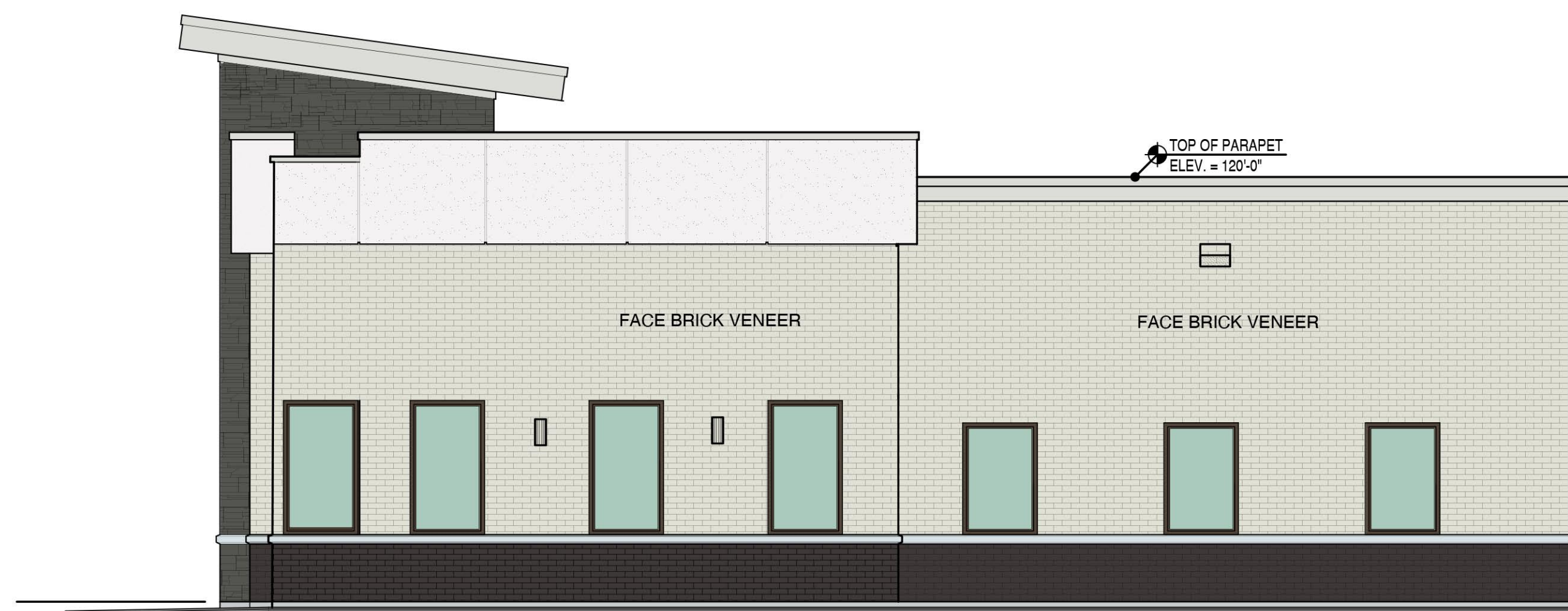
- BR1: "ONYX" SMOOTH HERBON BRICK MODULAR, DARK BRICK SMOOTH FINISH
- BR2: ENDICOTT CLAY PRODUCTS / NO. SN1 "GLAZED WHITE" SMOOTH FINISH
- ST1: ACME - M STONE "HARAPPA GOLD" SLACKSTONE
- CFB: CEMENTITIOUS FIBER BOARD NICHHA VINTAGEWOOD (CEDAR) ACCENT
- BLACK ANODIZED ALUMINUM GLAZING: LOW-E GREY TINTED
- PA1: EXTERIOR PAINT - STUCCO SHERWIN WILLIAMS - SW 6865 "CACHET CREAM" CORNICE
- SHERWIN WILLIAMS - SW 7008 "EXTRA WHITE" E.I.F.S. COPING CAPS



4 NORTH ELEVATION

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

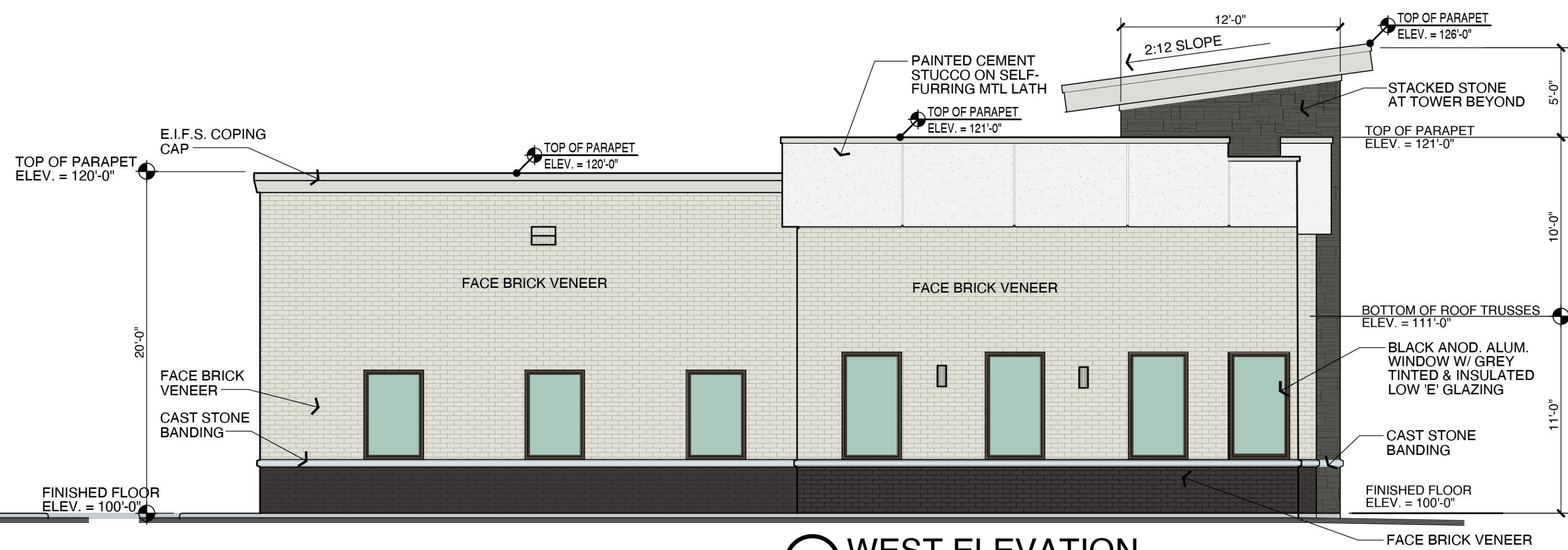
1 FM720 PO ELEV 1.DWG



3 EAST ELEVATION

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

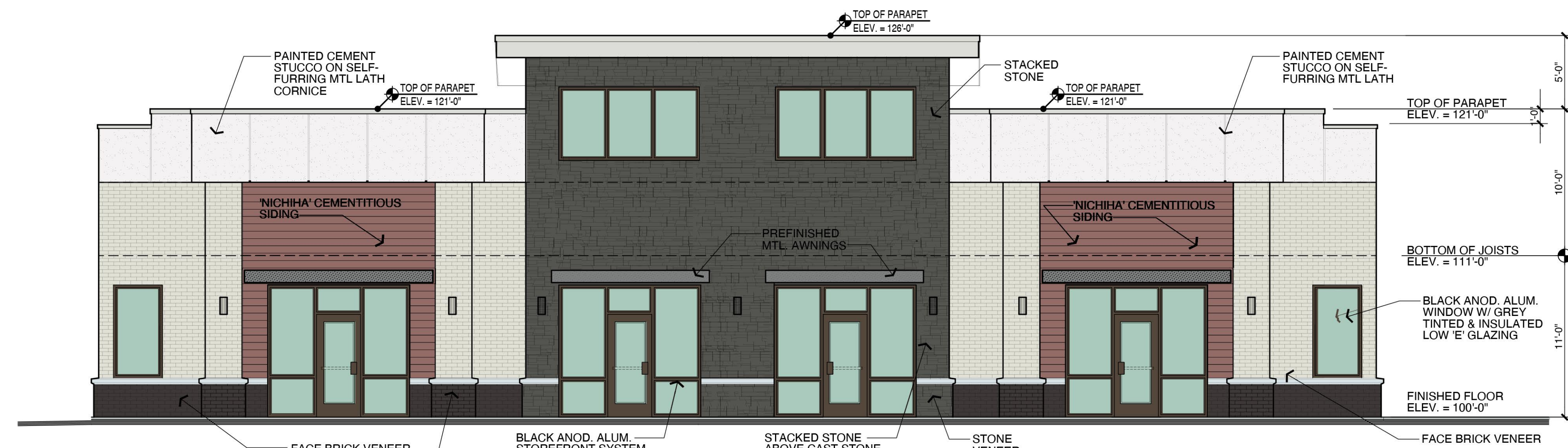
1 FM720 PO ELEV 1.DWG



2 WEST ELEVATION

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

1 FM720 PO ELEV 1.DWG



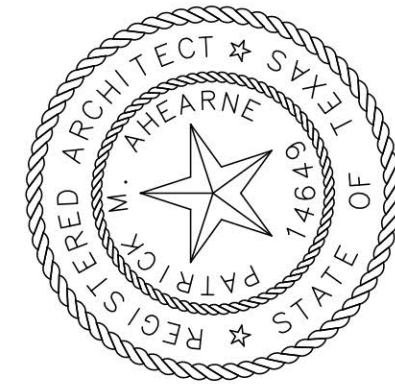
1 FRONT (SOUTH) ELEVATION

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

1 FM720 PO ELEV 1.DWG

FACADE CALCULATIONS:			
NOTE: AWNINGS, WINDOWS AND DOORS ARE NOT INCLUDED IN FACADE CALCULATIONS			
FRONT / SOUTH ELEVATION:	WEST ELEVATION:	EAST ELEVATION	NORTH ELEVATION
FACE BRICKSTONE VENEER: 880 SQFT 63%	FACE BRICKSTONE VENEER: 834 SQFT 81%	FACE BRICKSTONE VENEER: 834 SQFT 81%	FACE BRICKSTONE VENEER: 1,210 SQFT 91%
PAINTED CEMENT STUCCO: 290 SQFT 19%	PAINTED CEMENT STUCCO: 158 SQFT 13%	PAINTED CEMENT STUCCO: 158 SQFT 13%	PAINTED CEMENT STUCCO: 0 SQFT 0%
CAST STONE BANDING: 40 SQFT 3%	CAST STONE BANDING: 30 SQFT 3%	CAST STONE BANDING: 30 SQFT 3%	E.I.F.S. COPING CAP & TRIM: 85 SQFT 6%
'NICHHA' CEMENTITIOUS SIDING: 226 SQFT 15%	E.I.F.S. COPING CAP & TRIM: 36 SQFT 3%	E.I.F.S. COPING CAP & TRIM: 36 SQFT 3%	CAST STONE BANDING: 40 SQFT 3%
FACADE TOTAL TWO OPENINGS: 1,536 SQFT	FACADE TOTAL TWO OPENINGS: 1,158 SQFT	FACADE TOTAL TWO OPENINGS: 1,158 SQFT	FACADE TOTAL TWO OPENINGS: 1,435 SQFT
DOORS / WINDOWS: 384 SQFT 20%	DOORS / WINDOWS: 112 SQFT 9%	DOORS / WINDOWS: 112 SQFT 9%	DOORS / WINDOWS: 105 SQFT 7%
FACADE TOTAL: 1,920 SQFT	FACADE TOTAL: 1,270 SQFT	FACADE TOTAL: 1,270 SQFT	FACADE TOTAL: 1,615 SQFT

ISSUED FOR OWNER REVIEW & PRELIMINARY PRICING ONLY



Patrick Ahearne, Architect

814 Wind Elm Drive Allen, TX 75002

tel. (214) 673-0054

A New Office / Medical Building 2 for:
The FM720 Little Elm Development
2135 OAK GROVE
Little Elm, Texas

DATE: JUNE 28, 2023
JOB NO: 23 720 LELM 0206
DRAWN: PMA
CHECKED: PMA

REVISIONS:	
DATE:	DESCRIPTION:

A3.01

FACADE INFORMATION

FACADE PLAN:

THE FM720 PREMIERE OAKS DEVELOPMENT

BUILDING OWNER: HOSE REALTY PARTNERS, LLC
15709 PLEAT LEAF ROAD
FRIEDRICH, TEXAS 77821
TELEPHONE: (800) 998-4419
CONTACT: KRISTINA KATTEPAU

APPLICANT: NORMAN ENGINEERING
5300 STATE HIGHWAY 121
COLLEVILLE, TEXAS 76024
TELEPHONE: (817) 886-8555
CONTACT: SHAWN WALDO, P.E.
shawn.waldo@norman.com

ARCHITECT: PATRICK AHEARNE, ARCHITECT
814 WIND ELM DRIVE
ALLEN, TX 75002
TELEPHONE: (214) 673-0054
LICENSE NO. 16831
CONTACT: PATRICK AHEARNE
patricka@patrickahearne.com

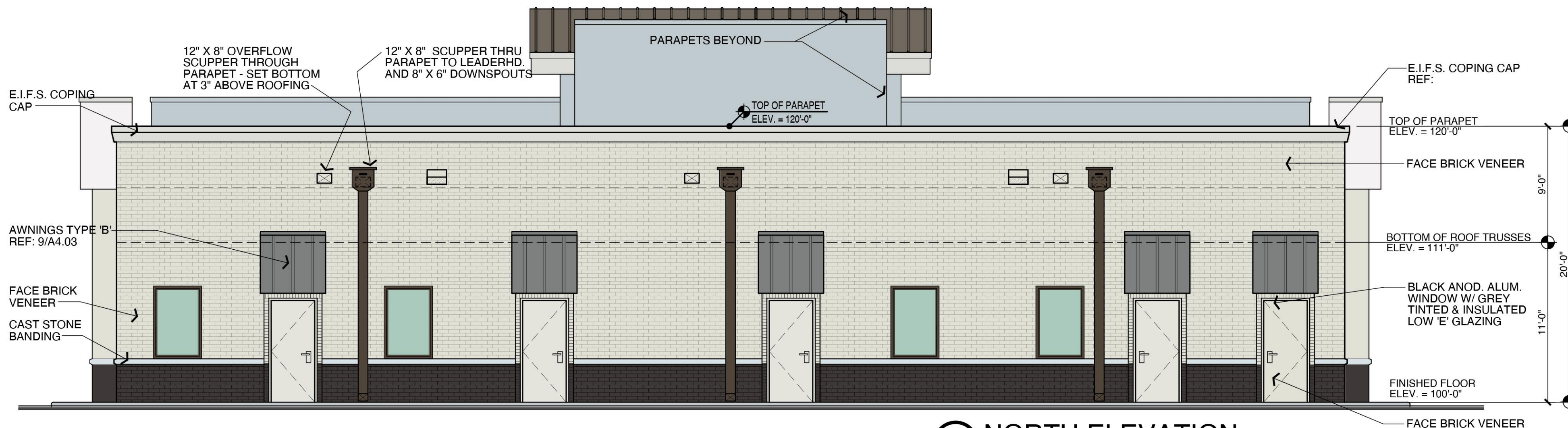
BUILDING DIMENSIONS: MAIN BUILDING - 82'-8" WIDE x 82'-0" DEEP
4,989 SQFT

MAXIMUM BUILDING HEIGHT: MAIN BUILDING - 26'-0"

MATERIALS LEGEND

- BR1: "ONYX" SMOOTH HERBON BRICK
MODULAR - DARK BRICK
SMOOTH FINISH
- BR2: ENDICOTT CLAY PRODUCTS /
NO. 311 "GLAZED WHITE"
SMOOTH FINISH
- ACME - M STONE "HARAPPA GOLD"
SLACKSTONE
- CFB: CEMENTITIOUS FIBER BOARD
NICHHA VINTAGEWOOD (CEDAR)
ACCENT
- BLACK ANODIZED ALUMINUM
GLAZING: LOW-E - GREY TINTED
- PA1: EXTERIOR PAINT - STUCCO
SHERWIN WILLIAMS - SW 6500
"CACHET CREAM" CORNICES
- PA2: SHERWIN WILLIAMS - SW 7006
"EXTRA WHITE"
E.I.F.S. COPING CAPS

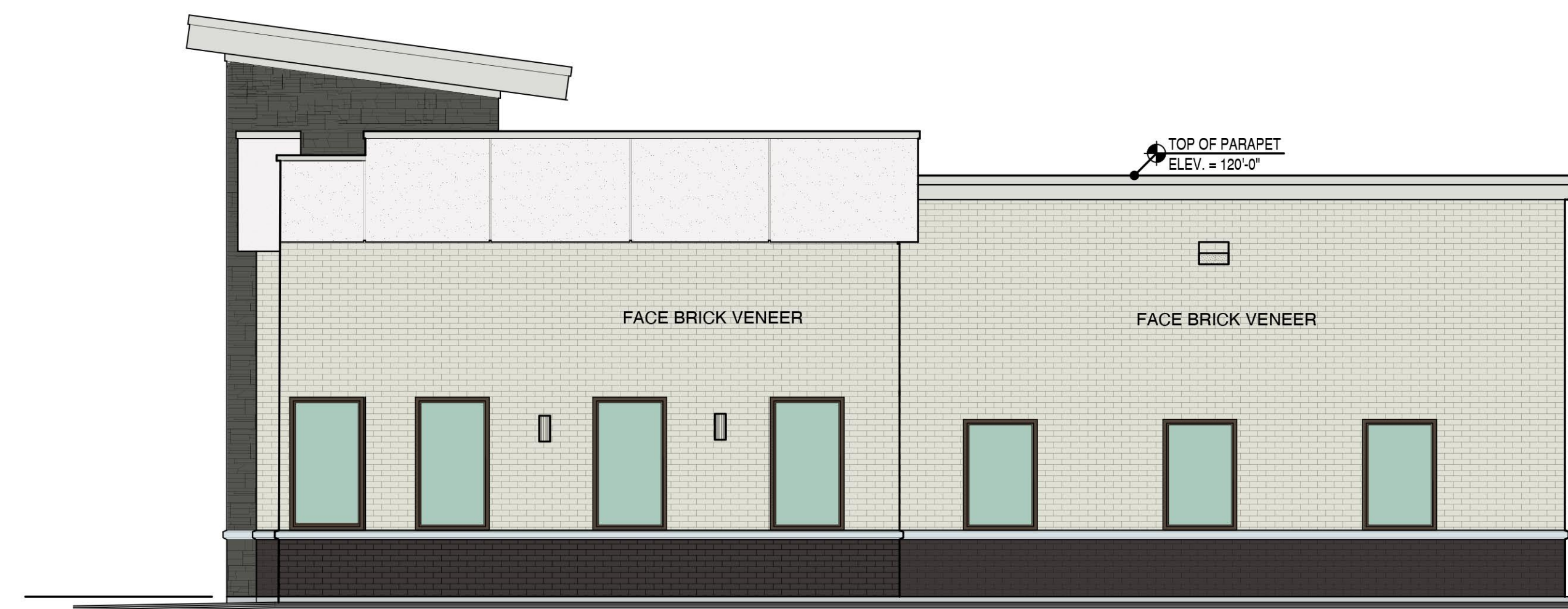
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- AN APPROVED FACADE PLAN SHALL BE POSTED ON-SITE AT ALL TIMES.



4 NORTH ELEVATION

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

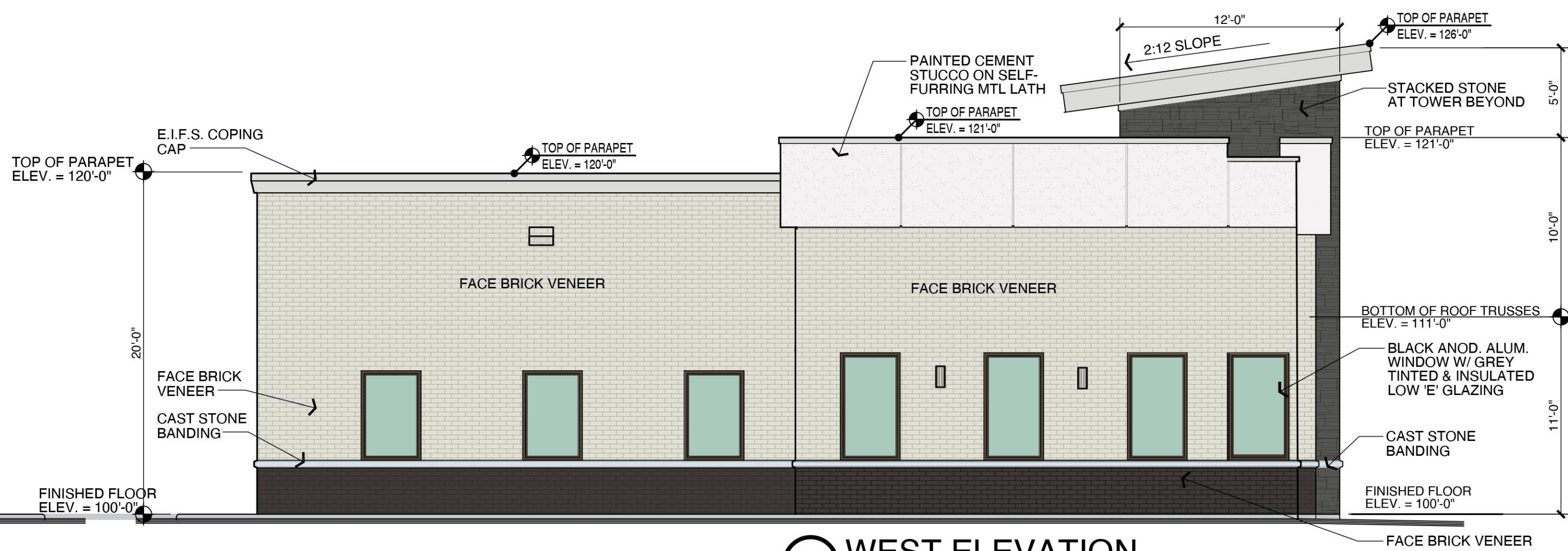
1 FM720 PO ELEV 1.DWG



3 EAST ELEVATION

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

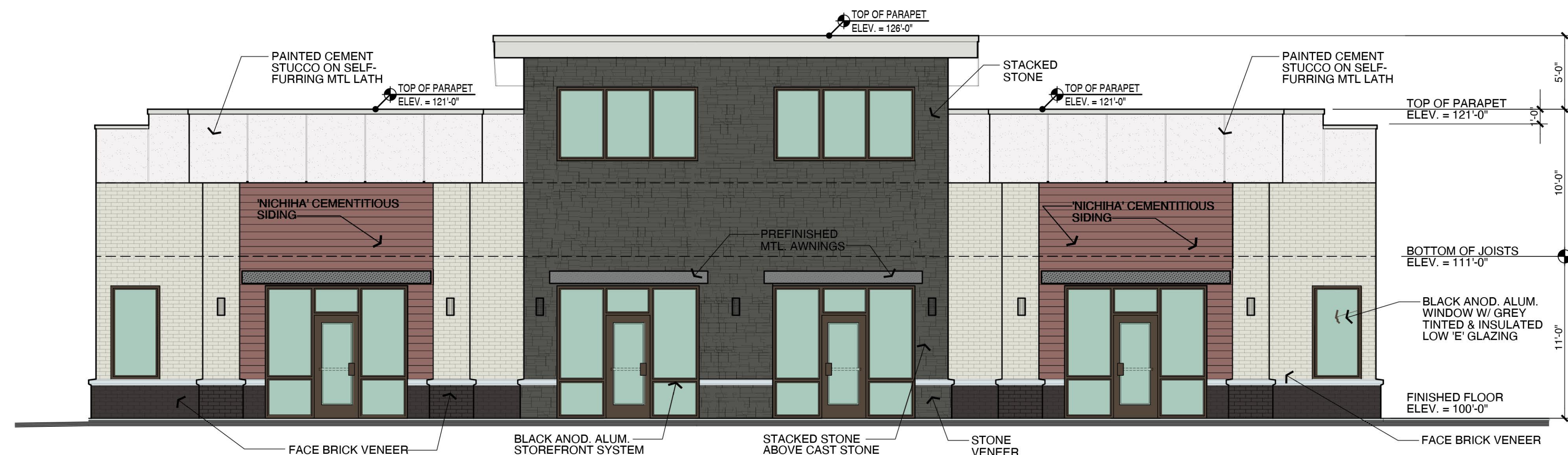
1 FM720 PO ELEV 1.DWG



2 WEST ELEVATION

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

1 FM720 PO ELEV 1.DWG

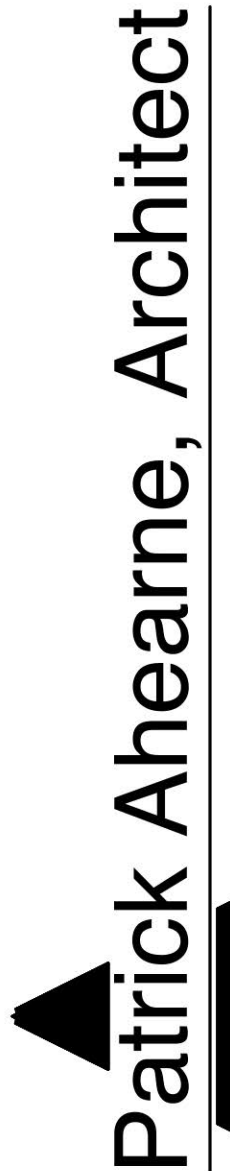


1 FRONT (SOUTH) ELEVATION

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

1 FM720 PO ELEV 1.DWG

FACADE CALCULATIONS:			
NOTE: AWNINGS, WINDOWS AND DOORS ARE NOT INCLUDED IN FACADE CALCULATIONS			
FRONT / SOUTH ELEVATION:	WEST ELEVATION:	EAST ELEVATION	NORTH ELEVATION
FACE BRICK/STONE VENEER: 880 SQFT 63%	FACE BRICK/STONE VENEER: 834 SQFT 81%	FACE BRICK/STONE VENEER: 834 SQFT 81%	FACE BRICK/STONE VENEER: 1,210 SQFT 91%
PAINTED CEMENT STUCCO: 290 SQFT 19%	PAINTED CEMENT STUCCO: 158 SQFT 13%	PAINTED CEMENT STUCCO: 158 SQFT 13%	PAINTED CEMENT STUCCO: 0 SQFT 0%
CAST STONE BANDING: 40 SQFT 3%	CAST STONE BANDING: 30 SQFT 3%	CAST STONE BANDING: 30 SQFT 3%	E.I.F.S. COPING CAP & TRIM: 85 SQFT 6%
'NICHHA' CEMENTITIOUS SIDING: 226 SQFT 15%	E.I.F.S. COPING CAP & TRIM: 36 SQFT 3%	E.I.F.S. COPING CAP & TRIM: 36 SQFT 3%	CAST STONE BANDING: 40 SQFT 3%
FACADE TOTAL TWO OPENINGS: 1,536 SQFT	FACADE TOTAL TWO OPENINGS: 1,158 SQFT	FACADE TOTAL TWO OPENINGS: 1,158 SQFT	FACADE TOTAL TWO OPENINGS: 1,435 SQFT
DOORS / WINDOWS: 384 SQFT 20%	DOORS / WINDOWS: 112 SQFT 9%	DOORS / WINDOWS: 112 SQFT 9%	DOORS / WINDOWS: 105 SQFT 7%
FACADE TOTAL: 1,820 SQFT	FACADE TOTAL: 1,270 SQFT	FACADE TOTAL: 1,270 SQFT	FACADE TOTAL: 1,615 SQFT



814 Wind Elm Drive Allen, TX 75002

The FM720 Little Elm Development
2135 OAK GROVE
Little Elm, Texas

REVISIONS:

[illegible]

A3.01

1 FM720 PO ELEV 1.DWG

FRONT / SOUTH ELEVATION:		WEST ELEVATION:		EAST ELEVATION:		NORTH ELEVATION:	
FACE BRICKSTONE VENER:	984 SQFT 63%	FACE BRICKSTONE VENER:	984 SQFT 81%	FACE BRICKSTONE VENER:	984 SQFT 81%	FACE BRICKSTONE VENER:	1,210 SQFT 81%
PAINTED CEMENT STUCCO:	290 SQFT 19%	PAINTED CEMENT STUCCO:	158 SQFT 13%	PAINTED CEMENT STUCCO:	158 SQFT 13%	PAINTED CEMENT STUCCO:	0 SQFT 0%
CAST STONE BANDING:	40 SQFT 3%	CAST STONE BANDING:	30 SQFT 3%	CAST STONE BANDING:	30 SQFT 3%	E.I.F.S. COPING CAP & TRIM:	85 SQFT 6%
"NICHIA" CEMENTITIOUS SIDING:	226 SQFT 15%	E.I.F.S. COPING CAP & TRIM:	36 SQFT 3%	E.I.F.S. COPING CAP & TRIM:	36 SQFT 3%	CAST STONE BANDING:	40 SQFT 3%
FACADE TOTAL W/O OPENINGS: 1,536 SQFT		FACADE TOTAL W/O OPENINGS: 1,158 SQFT		FACADE TOTAL W/O OPENINGS: 1,158 SQFT		FACADE TOTAL W/O OPENINGS: 1,435 SQFT	
DOORS / WINDOWS:	384 SQFT 20%	DOORS / WINDOWS:	112 SQFT 9%	DOORS / WINDOWS:	112 SQFT 9%	DOORS / WINDOWS:	105 SQFT 7%
FACADE TOTAL:	1,600 SQFT	FACADE TOTAL:	1,270 SQFT	FACADE TOTAL:	1,270 SQFT	FACADE TOTAL:	1,615 SQFT

FACADE INFORMATION

FACADE PLAN:

THE FM720 PREMIERE OAKS DEVELOPMENT

BUILDING OWNER: RIDGE REALTY PARTNERS, L.L.C.
15789 PLEAT LEAF ROAD
FRISCO, TEXAS 75034
TELEPHONE (852) 688-4818
CONTACT: KRISHNA MATHEPALU

APPLICANT: KIRKMAN ENGINEERING
5000 STATE HIGHWAY 121
COLLEVILLE, TEXAS 76034
TELEPHONE (817) 588-0655
CONTACT: SHAWN WALDO, P.E.
shawn.waldo@kirkseng.com

ARCHITECT: PATRICK AHEARNE, ARCHITECT
814 WIND ELM DRIVE
ALLEN, TX 75002
TELEPHONE: (972) 742-4469
LICENSE NO. 14649
CONTACT: PATRICK AHEARNE
pahearne2@gmail.com

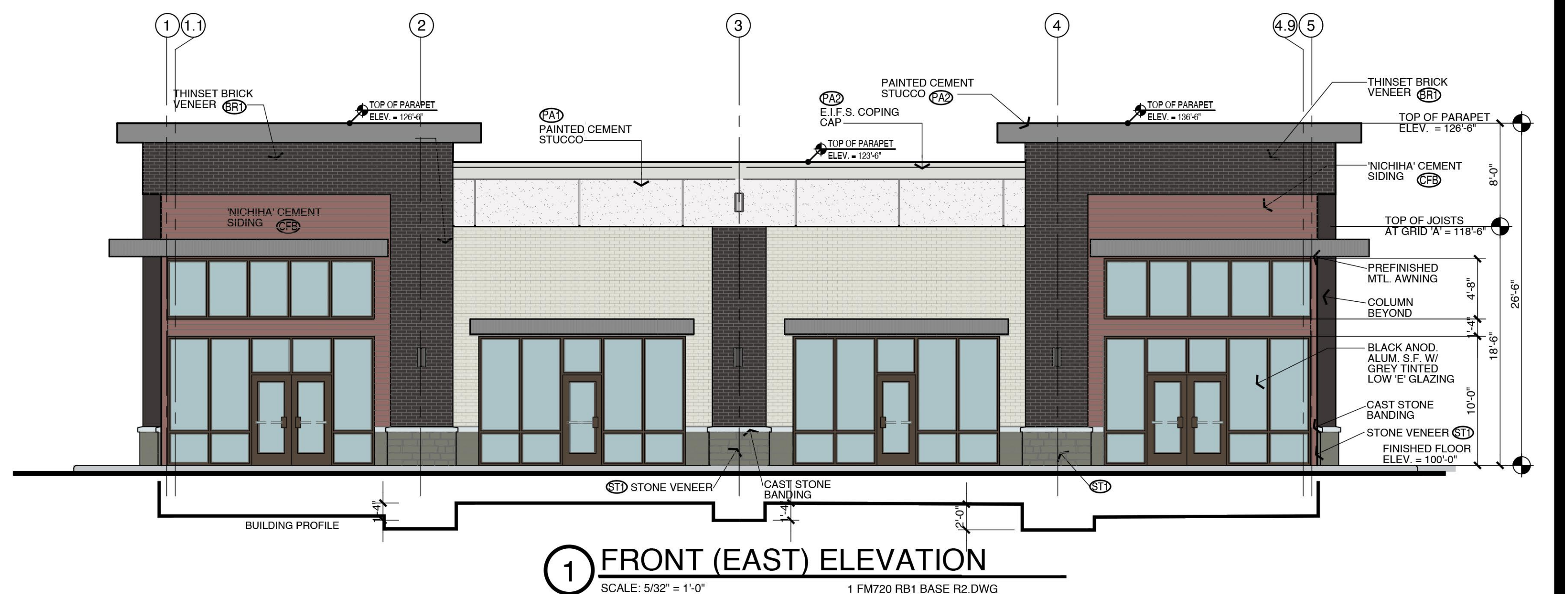
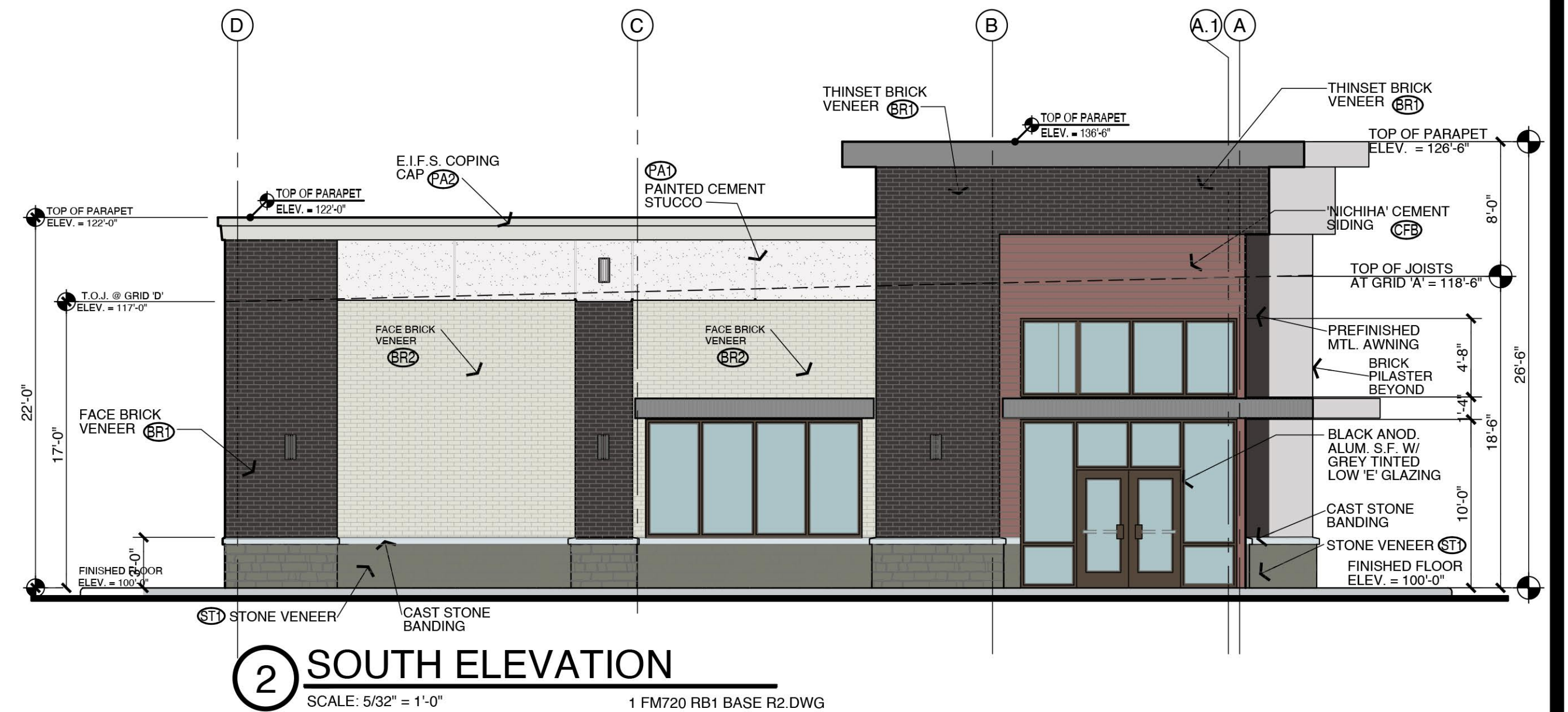
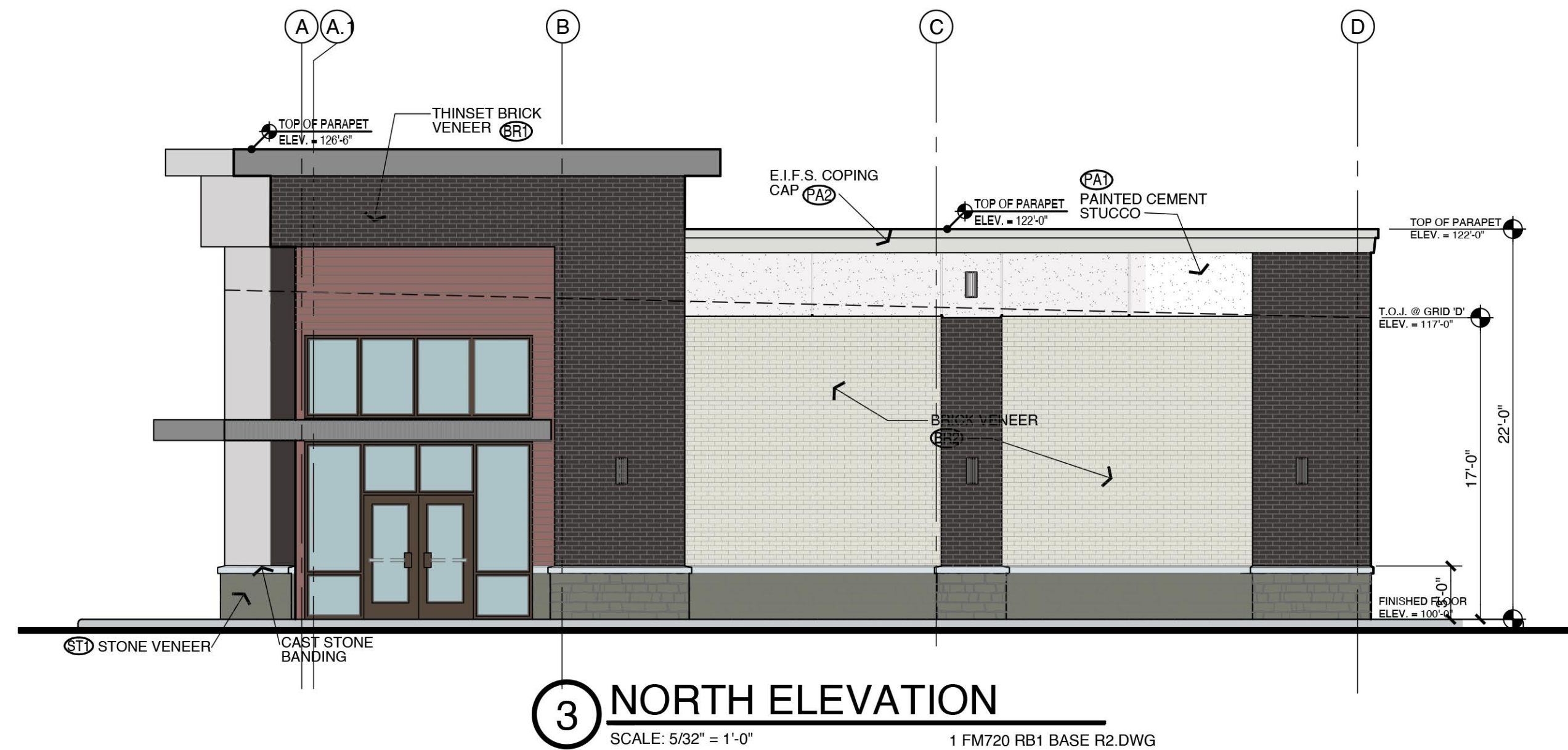
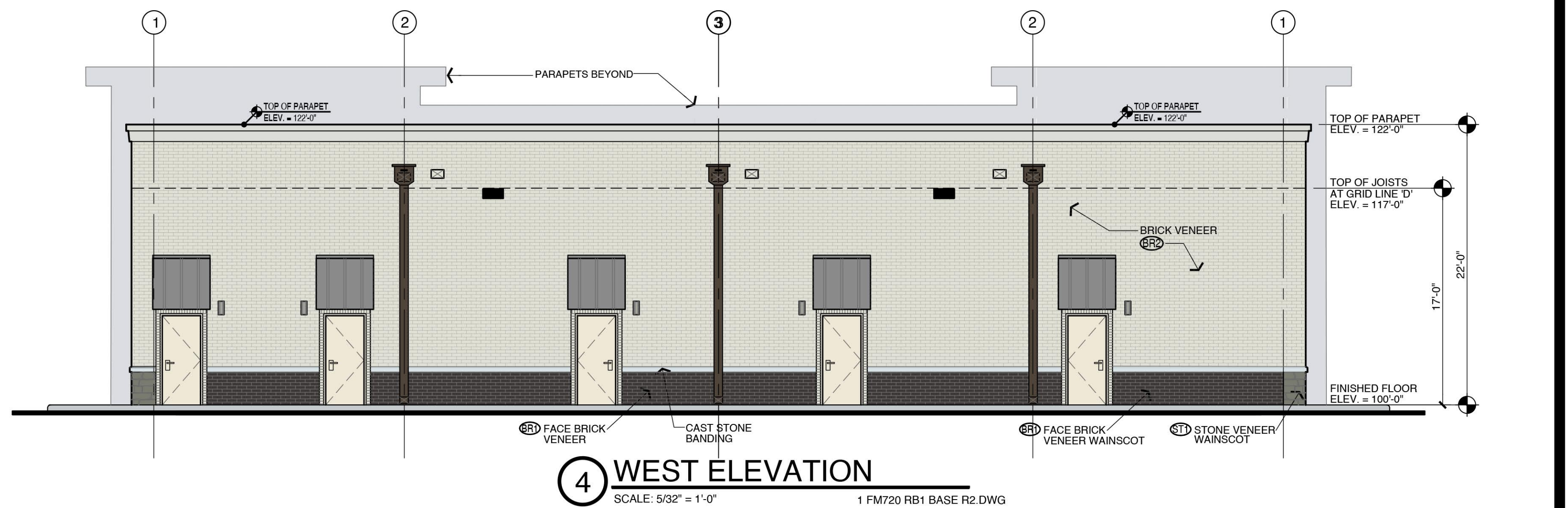
BUILDING DIMENSIONS: MAIN BUILDING - 82'-2" WIDE X 62'-0" DEEP
5,500 SQ/FT
MAXIMUM BUILDING HEIGHT: MAIN BUILDING - 26'-6"

1. THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES.
2. ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE.
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6. AN APPROVED FACADE PLAN SHALL BE POSTED ON-SITE AT ALL TIMES.

NOTES:

MATERIALS LEGEND

- BR1: "DMY" SMOOTH HERBON BRICK MODULAR - DARK BRICK SMOOTH FINISH
- BR2: ENDICOTT CLAY PRODUCTS / NO. 3N1 "GLAZED WHITE" SMOOTH FINISH
- ST1: STONE VENEER / STACKED STONE / SCME - M STONE "BARBARA GOLD" SLACKSTONE
- CFB: CEMENTITIOUS FIBER BOARD NICHHA VINTAGEWOOD (CEDAR) ACCENT
- SP1: STOREFRONT / AWNINGS / CANOPIES: BLACK ANODIZED ALUMINUM GLAZING LOW-E, GREY TINTED
- PA1: EXTERIOR PAINT - STUCCO SHERWIN WILLIAMS - SW 6350 "CACHET CREAM" CORNICE
- PA2: EXTERIOR PAINT - E.I.F.S. COPING CAPS EXTRA WHITE



FACADE CALCULATIONS:		NOTE: AWNINGS, WINDOWS AND DOORS ARE NOT INCLUDED IN FACADE CALCULATIONS			
FRONT / EAST ELEVATION:		SOUTH ELEVATION:		NORTH ELEVATION	
FACE BRICK / STONE VENEER:	1,348 SQ/FT 71%	FACE BRICK VENEER:	776 SQ/FT 69%	FACE BRICK VENEER:	904 SQ/FT 73%
PAINTED CEMENT STUCCO:	164 SQ/FT 9%	PAINTED CEMENT STUCCO:	118 SQ/FT 11%	PAINTED CEMENT STUCCO:	118 SQ/FT 10%
NICHHA' CEMENTITIOUS SIDING:	252 SQ/FT 13%	NICHHA' CEMENTITIOUS SIDING:	126 SQ/FT 11%	NICHHA' CEMENTITIOUS SIDING:	126 SQ/FT 10%
E.I.F.S. COPING CAP	145 SQ/FT 7%	E.I.F.S. COPING CAP	96 SQ/FT 9%	E.I.F.S. COPING CAP	96 SQ/FT 7%
FACADE TOTAL W/O OPENINGS:	1,908 SQ/FT	FACADE TOTAL W/O OPENINGS:	1,116 SQ/FT	FACADE TOTAL W/O OPENINGS:	1,244 SQ/FT
DOORS / WINDOWS:	425 SQ/FT 19%	DOORS / WINDOWS:	310 SQ/FT 27%	DOORS / WINDOWS:	212 SQ/FT 15%
FACADE TOTAL:	2,334 SQ/FT	FACADE TOTAL:	1,456 SQ/FT	FACADE TOTAL:	1,456 SQ/FT
				FACADE TOTAL W/O OPENINGS:	1,941 SQ/FT
				DOORS / WINDOWS:	105 SQ/FT 5%
				FACADE TOTAL:	2,046 SQ/FT

Patrick Ahearne, Architect
814 Wind Elm Drive Allen, TX 75002 - 214 673-0054 pahearne2@gmail.com

A New Shell Retail Building 3 for:
The FM720 Little Elm Development
2135 Oak Grove
Little Elm, Texas

Patrick Ahearne
ARCHITECT
14649

DATE: NOVEMBER 1, 2023
JOB NO: 23-FM720 10 15
DRAWN: PMA
CHECKED: PMA

REVISIONS:
A3.01

MATERIALS LEGEND

BR1: "ONYX" HERBON BRICK
MODULAR - DARK BRICK
SMOOTH FINISH



BR2: 'ENDICOT' CLAY PRODUCTS
NO. SN1 "GLAZED WHITE"
SMOOTH FINISH



ST1: ACME M STONE - "HARAPPA GOLD"
SLACKSTONE

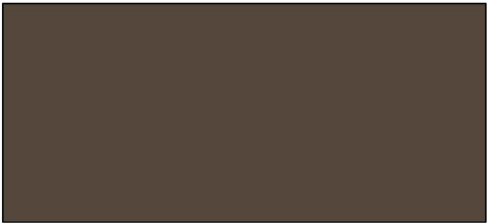


CFB: CEMENTITIOUS FIBER BOARD
NICHHA VINTAGEWOOD (CEDAR)
ACCENT

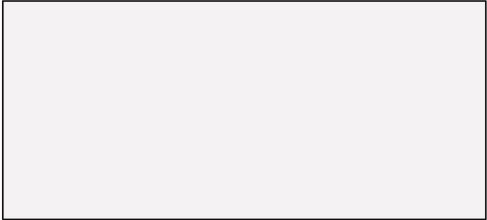


SF1: STOREFRONT / AWNINGS
& CANOPIES: BLACK ANODIZED ALUM.

GLAZING: LOW-E - GREY TINTED



PA1: EXTERIOR PAINT - STUCCO
SHERWIN WILLIAMS - SW 6365
"CACHET CREAM" CORNICES



PA2: EXTERIOR PAINT - E.I.F.S. COPING
CAPS - SHERWIN WILLIAMS -
SW 7006 - "PASSIVE GREY"



FM270 PREMIERE OAKS PROJECT

OFFICE BUILDINGS 1 - 3 & RETAIL BUILDINGS 1 - 3:



Date: 11/07/2023
Agenda Item #: 6. C.
Department: Finance
Strategic Goal: Ensure strong relationship within the community and region
Staff Contact: Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Present, Discuss, and Consider Action on **Casting Votes for the Denton County Appraisal District 2024 Board of Directors.**

DESCRIPTION:

Each taxing unit within Denton County is provided an opportunity to vote on the nominated candidates to serve on the Denton County Appraisal District Board of Directors. The Board of Directors is governed by a Board of six directors. Five directors are appointed by the taxing units and one director is the County assessor-collector serving as an ex officio member. In the past, each Director, other than the ex officio member, served two-year terms beginning on January 1. In order for Denton County Appraisal District to develop a staggered four-year term, DCAD Board will have the five directors serve a term of one year ending December 31, 2024. Next fall, DCAD will have another round of nominations and appointments for all five members to begin a new term on January 1, 2025. For that term, two directors will be appointed to serve a one-year term and three directors will be appointed to serve three-year terms. This will be done by random draw. Thereafter, all elected directors will serve four-year terms. The Board of Directors is responsible to hire the chief appraiser and sets the budget. The directors have no authority to set values or appraisal methods. The chief appraiser carries out the appraisal district's legal duties, hires the staff, makes the appraisals and operates the appraisal office.

Each voting unit for the Denton County Appraisal District Board must cast its vote by written resolution and submit it to the Chief Appraiser before December 15th. The unit may cast all its votes for one candidate or may distribute the votes among any number of candidates. The Town of Little Elm has 72 votes. When a voting unit casts its votes, it must cast the votes for a person that was nominated and is named on the ballot. There is no provision for write-in candidates. The Tax Code does not permit the Chief Appraiser to count votes cast for someone not listed on the official ballot. The five nominees receiving the most votes will become the Denton CAD Board of Directors.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff requests direction from Town Council.

Attachments

Distribution of Votes

2024 DCAD BOD Nominees


DCAD BOD Nominees Bio

Resolution No. 1107202301 DCAD BOD Vote

DENTON CENTRAL APPRAISAL DISTRICT				
2023 DISTRIBUTION OF VOTES				
<u>JURISDICTIONS</u>		<u>2022 LEVY</u>	<u>%OF TOTAL LEVIES</u>	<u>NUMBER OF VOTES</u>
SCHOOL DISTRICTS:				
S01	ARGYLE ISD	57,729,737.33	2.0325%	100
S02	AUBREY ISD	32,140,405.52	1.1316%	55
S03	CARROLLTON-FB ISD	66,937,310.58	2.3567%	115
S04	CELINA ISD	2,016,132.33	0.0710%	4
S05	DENTON ISD	381,834,324.20	13.4432%	670
S15	ERA ISD	1,594.95	0.0001%	1
S06	FRISCO ISD	201,087,819.96	7.0797%	395
S07	KRUM ISD	21,125,396.24	0.7438%	37
S08	LAKE DALLAS ISD	42,321,252.43	1.4900%	75
S09	LEWISVILLE ISD	664,082,835.32	23.3803%	1165
S10	LITTLE ELM ISD	106,498,811.83	3.7495%	185
S11	NORTHWEST ISD	208,207,831.34	7.3304%	365
S12	PILOT POINT ISD	12,457,693.34	0.4386%	22
S13	PONDER ISD	14,296,588.01	0.5033%	25
S17	PROSPER ISD	39,426,702.96	1.3881%	65
S14	SANGER ISD	27,828,739.77	0.9798%	45
S16	SLIDELL ISD	607,060.77	0.0214%	1
SCHOOL DISTRICTS TOTALS		\$1,878,600,236.88	66.140%	3325
G01	DENTON COUNTY	\$325,997,698.54	11.48%	570
CITIES:				
C26	TOWN OF ARGYLE	4,002,826.80	0.1409%	7
C01	CITY OF AUBREY	3,724,432.98	0.1311%	7
C31	TOWN OF BARTONVILLE	1,015,989.24	0.0358%	2
C02	CITY OF CARROLLTON	60,557,113.82	2.1320%	105
C49	CITY OF CELINA	4,000,845.79	0.1409%	7
C03	CITY OF THE COLONY	44,635,723.21	1.5715%	75
C21	TOWN OF COPPELL	1,082,706.48	0.0381%	2
C27	TOWN OF COPPER CANYON	1,091,992.27	0.0384%	2
C04	CITY OF CORINTH	16,052,439.56	0.5652%	28
C20	CITY OF DALLAS	15,615,768.58	0.5498%	25
C05	CITY OF DENTON	95,215,268.08	3.3522%	165
C42	CITY OF DISH	178,040.52	0.0063%	1
C30	TOWN OF DOUBLE OAK	1,242,008.15	0.0437%	2
C47	TOWN OF CORRAL CITY	15,002.61	0.0005%	1
C07	TOWN OF FLOWER MOUND	57,531,041.09	2.0255%	100
C36	CITY OF FORT WORTH	36,039,241.12	1.2688%	60
C32	CITY OF FRISCO	70,675,151.90	2.4883%	120
C39	CITY OF GRAPEVINE	379.60	0.0000%	1
C22	TOWN OF HACKBERRY	209,778.62	0.0074%	1
C38	CITY OF HASLET	2,968.26	0.0001%	1
C19	TOWN OF HICKORY CREEK	2,437,524.38	0.0858%	4
C08	CITY OF HIGHLAND VILLAGE	15,455,682.82	0.5441%	27
C09	CITY OF JUSTIN	4,873,581.96	0.1716%	9
C18	CITY OF KRUGERVILLE	1,277,866.80	0.0450%	2
C10	CITY OF KRUM	3,965,762.04	0.1396%	7
C11	CITY OF LAKE DALLAS	3,889,313.83	0.1369%	7
C25	CITY OF LAKEWOOD VILLAGE	727,649.32	0.0256%	1
C12	CITY OF LEWISVILLE	83,296,973.75	2.9326%	145
C13	TOWN OF LITTLE ELM	40,813,461.21	1.4369%	72
C45	CITY OF NEW FAIRVIEW	193,095.35	0.0068%	1
C33	TOWN OF NORTHLAKE	6,077,731.93	0.2140%	11
C24	CITY OF OAK POINT	3,586,696.08	0.1263%	6
C14	CITY OF PILOT POINT	3,258,741.49	0.1147%	6
C29	CITY OF PLANO	6,655,066.28	0.2343%	12
C15	TOWN OF PONDER	1,776,492.06	0.0625%	3
C48	CITY OF PROSPER	8,774,383.22	0.3089%	15
C51	TOWN OF PROVIDENCE VILLAGE	4,924,170.16	0.1734%	9
C17	CITY OF ROANOKE	10,865,782.12	0.3826%	19
C16	CITY OF SANGER	6,554,449.47	0.2308%	12
C34	TOWN OF SHADY SHORES	1,447,590.74	0.0510%	3
C37	CITY OF SOUTHLAKE	775,210.87	0.0273%	1
C28	CITY OF TROPHY CLUB	11,085,300.61	0.3903%	20
C44	TOWN OF WESTLAKE	149,456.79	0.0053%	1
CITY TOTAL		\$635,750,701.96	22.38%	1105
TOTAL ALL JURISDICTIONS		\$2,840,348,637.38	100.00%	5000



Denton Central Appraisal District
3911 Morse Street
Denton, TX 76208

(940) 349-3800
 www.dentoncad.com

TO: All Taxing Jurisdictions
FROM: Don Spencer, Chief Appraiser
DATE: October 28, 2023
SUBJECT: Candidates to the Denton CAD Board of Directors

Candidates to the Denton Central Appraisal District Board of Directors are listed below. The list is in alphabetical order by last name.

Each voting unit must cast its vote by **written resolution** and submit it to the Chief Appraiser before December 15th. The unit may cast all its votes for one candidate or may distribute the votes among any number of candidates. When a voting unit casts its votes, it must cast the votes for a person that was nominated and is named on the ballot. There is no provision for write-in candidates. The Tax Code does not permit the Chief Appraiser to count votes cast for someone not listed on the official ballot. The five nominees receiving the most votes will become the Denton CAD Board of Directors.

The candidates nominated by the taxing jurisdictions are:

<u>Candidate</u>	<u>Nominating Jurisdiction</u>
1. Roy Atwood	Lewisville ISD, City of Carrollton
2. Alex Buck	City of Denton, Lewisville ISD, City of Highland Village, Denton County, City of Lewisville
3. Vicki Byrd	City of Denton
4. Jared Eutsler	City of Corinth
5. David Johnson	Denton County
6. Alicia McKinley	Lake Dallas ISD
7. Ann Pomykal	City of Denton, Lewisville ISD, City of Lewisville, Denton County
8. Charles Stafford	Denton ISD
9. David Terre	City of Frisco, City of The Colony

Accompanying this document, you will find Bio Sheets and additional information provided by the nominees. Please take the time to familiarize yourself with the nominees and their qualifications before casting your vote.

Since some of you may not be familiar with the process of selecting the Board, please do not hesitate to contact Misty Baptiste at (940) 349-3977 or misty.baptiste@dentoncad.com for clarification and/or information.

Nominee Information
Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2024 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 26, 2023.**

Alex Buck

Name

Highland Village. Texas. 75077

Address/City/Zip

214-908-5940

Cell Phone

alexmaryb@me.com

E-mail

1. Are you a resident of Denton County? **Yes/No**
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? **Yes/No**
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? **Yes/No**
 - a. If yes, which taxing unit? _____
 - b. When? _____
3. Are you, or have you ever been an employee of Denton CAD? **Yes/No**
 - a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? **Yes/No**
 - a. If yes, what years have you served? 2021-2023
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? **Yes/No**
 - a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? **Yes/No**
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? **Yes/No**

8. Are you directly related to any employee of the Denton CAD? **Yes/No**
a. If yes, please list the degree of relation. _____
9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? **Yes/No**
10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.
With the help of our member entities, last year a significant leadership change was undertaken. The new team has already accomplished much in a short period of time such as delivering a certified roll on time, adding staff and restructuring the organization chart. Going forward DCAD will continue to integrate, train and retain employees, plan for facilities and adjust to Board Members that are publicly elected. If selected, my role will be to monitor the current direction while providing stability in an uncertain environment.
11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.
As a 45 year resident of Denton County dedicated to service I am humbled to even be considered for this post. My goal is to continue to be responsive to all of our member entities needs and concerns. I have observed many of your meetings both online and in person to familiarize myself with your varied interests and points of view. I plan to continue that practice if selected for a second term.
- (See attached resume)

Return to:
Misty Baptiste - Denton Central Appraisal District
3911 Morse St.
Denton, TX 76208
misty.baptiste@dentoncad.com

ALEXANDER LARKIN BUCK

PROFESSIONAL EXPERIENCE:

Quivira Enterprises, LLC. March 1993 to present.

Responsible for building, marketing and acquisition of 300,000 square feet of commercial space in Lewisville and Flower Mound, Texas targeting startup businesses. Owner & CEO.

EDUCATION

Southern Methodist University, 1983

Bachelor of Business Administration, Concentration in Finance

PERSONAL

DCAD Board of Directors, 2021-2023

Medical Center of Lewisville Board of Trustees, Chairman- 2011-2017

Rotary Club:1993 to present.

Board Member 16 years. President -2012

Lewisville Education Foundation: 1995 to present

Past President and Life time Board Member

Scholarship Reader and School Chairman 1999-present

Marcus High School Liaison, 1998-2015

Endowed Buck Family Scholarship

Endowed Eiler & Adlaine Buck Scholarship

Endowed Evelyn Buck Elementary Teacher of the Year Award

Endowed Rowena McReynolds Teacher Grant

Texas Parent Teacher Student Association (PTSA) Life Member

Lewisville Independent School District

Bond Election Treasurer 2005, 2008, 2017 and 2023

Bond Oversight Committee 2011 to 2013

School Finance Advisory Member 2018-2019

Golden Apple Award, 2008.

Champion for Kids Award, 2013

Donated and built 3 Playground shelters for elementary and middle schools

Marcus Volleyball Booster Club President

InCubator Ed Mentor 2018-2020

Marcus Mentorship Program 2006-2008

Lewisville Economic Development Foundation, 2004 to 2008 President -

2008Dallas Home Builders Board Member, 1997 to 2002

Denton Home Builders Board Member, 1994 to 2005

President- 1998.

Member of Highland Village Master Plan Committee, 1998

Boy Scouts of America Silver Eagle Award, 2009

Lewisville Chamber of Commerce Citizen of the Year-2011

Lewisville High School Hall of Fame, 2021

Father of the three most beautiful children in the world

Nominee Information

Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2024 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 26, 2023.**

Alicia M. McKinley
Name

Lake Dallas, TX 75065
Address/City/Zip

972-215-9028 aliciamckinleymed@gmail.com
Cell Phone E-mail

1. Are you a resident of Denton County? ☐ Yes ☐ No
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? ☐ Yes ☐ No
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? Yes ☐ No ☐
 - a. If yes, which taxing unit? _____
 - b. When? _____
3. Are you, or have you ever been an employee of Denton CAD? Yes ☐ No ☐
 - a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? Yes ☐ No ☐
 - a. If yes, what years have you served? _____
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? Yes ☐ No ☐
 - a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? Yes ☐ No ☐
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? Yes ☐ No ☐

8. Are you directly related to any employee of the Denton CAD? Yes/No ☐
a. If yes, please list the degree of relation. _____

9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? Yes/No ☐

10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

The reason I want to serve on the CAD Board of Directors is to continue the work

of representing the public's best interest related to appearing before the board,

ensuring all groups of people are able to participate and have access to the board.

I want to ensure the general public is aware of the policies and how the board can

serve them.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

I am a member of the Lake Dallas ISD School Board. I am an active member of

community and have the time and commitment to ensure I am present at meetings

and represent the best interest of the public according to the policy.

Return to:
Misty Baptiste - Denton Central Appraisal District
3911 Morse St.
Denton, TX 76208
misty.baptiste@dentoncad.com

Nominee Information
Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2024 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. Please return this form by October 26, 2023.

ANN POMYKAL
Name _____
Corinth, TX 76210

Address/City/Zip _____
Cell Phone 214-364-0039 E-mail annomykal@apt.com

1. Are you a resident of Denton County? Yes/No ☒ Yes ☐ No
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes/No ☒ Yes ☐ No
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? Yes/No ☒ Yes ☐ No
 - a. If yes, which taxing unit? _____
 - b. When? _____
3. Are you, or have you ever been an employee of Denton CAD? Yes/No ☒ Yes ☐ No
 - a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? Yes/No ☒ Yes ☐ No
 - a. If yes, what years have you served? _____
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? Yes/No ☒ Yes ☐ No
 - a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? Yes/No ☒ Yes ☐ No
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? Yes/No ☒ Yes ☐ No

8. Are you directly related to any employee of the Denton CAD? Yes/No
a. If yes, please list the degree of relation. _____

9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? Yes/No

10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

I will bring to the Denton CAD Board of Directors the following:

- 1. Completed one term on Denton CAD Board.*
- 2. Strong Business Experience: 27 years at TX Instruments in key leadership roles, last 7 years as Executive Director TI Foundation*
- 3. Proven track record of board leadership across the metroplex. Serving now on the Executive Board of United Way of Denton County.*
- 4. Strong ties to Denton County - grew up in Denton, raised children in Lewisville & grandchildren in Highland Village.*
- 5. Strong commitment to learning.*

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

I commit myself 100% to any project I take on.

My past commitments to education, health & human services & having served in public office including Mayor gave me a broad view of using data & other resources to make decisions.

Being Director of Corporate Citizenship at T.I. & the T.I. Foundation has given me a strong financial & business base for this opportunity.

My highest priority is my family & being outdoors.

Return to:

Misty Baptiste - Denton Central Appraisal District
3911 Morse St.

Denton, TX 76208

misty.baptiste@dentoncad.com

Nominee Information

Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2024 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 26, 2023.**

Charles Stafford _____
Name

Denton, TX 76209 _____
Address/City/Zip

940-595-7253 _____ charlesramseystafford@yahoo.com ____
Cell Phone E-mail

1. Are you a resident of Denton County? **Yes/No**
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? **Yes/No**
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? **Yes/No**
 - a. If yes, which taxing unit? _____
 - b. When? _____
3. Are you, or have you ever been an employee of Denton CAD? **Yes/No**
 - a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? **Yes/No**
 - a. If yes, what years have you served? __since 2003 _____
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? **Yes/No**
 - a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? **Yes/No**
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? **Yes/No**

8. Are you directly related to any employee of the Denton CAD? **Yes/No**
a. If yes, please list the degree of relation. _____
9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? **Yes/No**
10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

___ Service on the Denton CAD Board of Directors is an exercise in public service. I believe in a government administered by citizen volunteers. The opportunity to serve is a founding principle of our democracy. I have the time, experience and skills to serve on this board and would deeply appreciate the opportunity to serve another term.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

___ The district is very high-performing compared to other, similar districts in North Texas. We are entering into a prolonged period of unprecedented growth. We have the people and the systems in place to manage that growth, and to give excellent service to our taxpayers.

Return to:
Misty Baptiste - Denton Central Appraisal District
3911 Morse St.
Denton, TX 76208
misty.baptiste@dentoncad.com

Bio for David A. Johnson

Mr. Johnson is originally from the Midwest and is a 28-year resident of Flower Mound. He has a 35-year career in finance and banking, is married, and has two adult children.

Mr. Johnson has been involved in Flower Mound and Denton County for more than 25 years in several capacities, including community and charity-based activities.



- Habitat for Humanity of Denton County – 5 years, Past Board President
- Flower Mound Planning & Zoning Commissioner – 10 years and past Chairman
- United Way of Denton County Project Blue Print Graduate – 2019
- Active Rotarian for 15+ years
- Wellington HOA Board of Directors – 6 years and several Officer Positions
- Cross Timbers YMCA Board – 10 years, Board Chairman for 3 years
- Flower Mound Summit Club Member – 10 years
- LISD Facilities Advisory Committee 2016-2017
- Flower Mound Chamber of Commerce Leadership Graduate
- Grapevine Chamber Young Entrepreneurs Mentor
- Active in several area Chambers of Commerce

Mr. Johnson – “I enjoy giving back to my community with my time, philanthropy, and ideas. I believe it is important to give back, change lives, and leave a legacy. My non-profit work helps me meet new people, learn about different facets of our society, and share my business acumen. My volunteer work in local government allows me to give back, have input, be informed and be part of the process.”

David Terre

Teal Cove
The Colony, Texas 75056
972-740-4526
terre.david@yahoo.com

OBJECTIVE

If elected to a sixth term, I will continue to work hard, be organized, use common sense, and always apply the golden rule. This approach has enabled me to make significant contributions during my previous five terms.

EDUCATION

Drake University/ Moberly Community College
BS-Business Administration and a Minor in economics

EMPLOYMENT HISTORY

Vice President of Sales | Wilson Sporting Goods
Retired



46 Year Career

Successfully retired after a wonderful 46 year career where I rose through the ranks to become Vice President of Sales responsible for all domestic sales.

- Directed European Sales Operations while living in Germany
- Experience in Marketing
- Achieved successful coordination of new product introductions
- Managed West Coast Distribution Operations

LEADERSHIP

The Colony City Council

2011-Present

- 2011 - Received the honor of being elected Mayor Pro Tem during my first term on City Council and most recently was again re-elected Mayor Pro-Tem in 2020
- 2012 - Appointed to the Local Development Corporation Board of Directors to oversee new Grandscape (Nebraska Furniture Mart) Development
- 2013 - First Council Member from The Colony, Texas to be elected and serve on the Denton County Tax Appraisal District Board of Directors
- 2021 - Re-elected to a fourth term on City Council receiving 86% of total votes

The Colony Planning & Zoning Commission

2008-2011

- Served as Vice Chair

HONORS

- 1982 – Drake University Basketball Hall of Fame
- 1994 – Moberly Community College Basketball Hall of Fame
- 1995-2003 – Three-time Senior Olympics Gold Medal Winner for USA Basketball Team
- 1999 – Wilson Wall of Fame Honor
- 2007- Moberly Community College Outstanding Alumni of the year
- 2013 –Washington High School Hall of Fame
- 2018 –Roaring Lambs Hall of Fame

DCAD ACCOMPLISHMENTS

I have worked with my fellow Board Members to achieve the following meaningful results:

- Ensure a Quorum is established by being present at each meeting.
 - Make informed decisions doing the necessary preparation prior to each meeting
 - Assisted in developing an Annual Operating Budget to ensure spending stays within budgeted funds while always looking for opportunities to reduce expenses
 - Participate in the development and evaluation of the Chief Appraisal Officer each year
 - Completed cross training of all individuals and teams
 - Initiated an Incentive Program for Innovated Efficiency
 - Committed to making DCAD a leading star in the industry
-

Nominee Information
Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2024 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 26, 2023.**

Jared Eutsler
Name

Corinth, Texas 76210 Address/City/
Zip

407-951-2448 jared.eutsler@unt.edu
Cell Phone E-mail

1. Are you a resident of Denton County? ☒ Yes ☐ No
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? ☒ Yes ☐ No
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? ☐ Yes ☒ No
 - a. If yes, which taxing unit? _____
 - b. When? _____
3. Are you, or have you ever been an employee of Denton CAD? ☐ Yes ☒ No
 - a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? ☐ Yes ☒ No
 - a. If yes, what years have you served? _____
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? ☐ Yes ☒ No
 - a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? ☐ Yes ☒ No
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? ☐ Yes ☒ No

8. Are you directly related to any employee of the Denton CAD? Yes ☒ No ☐
a. If yes, please list the degree of relation. _____

9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? Yes ☒ No ☐

10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

Denton County has been an incredible home for my family for the last eight years and I would love to give back through my talents and expertise. I am a tenured Professor at UNT specializing in accounting (specifically, audit and fraud), which highlights my commitment to transparency and fairness. Through my active role in the city of Corinth's audit and finance committee and as a community ambassador, I've come to understand the crucial role of property tax revenue in our cities in serving communities. However, I'm equally aware that property taxes are a substantial household expense for property owners. With this perspective, I am driven to ensure equitable and transparent property appraisals that both support the needs of Denton County (including all its communities) and continues our county's reputation for being a great place to live.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

I am a CPA (AZ), CFE, CMA, and CFM, which demonstrates my dedication to mastering the complexities of finance and auditing. My experiences span from working on the external audits of Fortune 50 companies to working in a regulatory capacity at the PCAOB in Washington DC (the principal regulator of audits for publicly traded companies). Beyond my auditing expertise, I hold a Texas real estate license and have previously served as a real estate broker in Arizona. This background provides me with a nuanced understanding of property market dynamics, further enriching my perspective on property taxation. These varied experiences, coupled with my commitment to the community, make me a uniquely qualified candidate, dedicated to the continued growth and prosperity of Denton County.

Return to:
Misty Baptiste - Denton Central Appraisal District
3911 Morse St.
Denton, TX 76208
mistybaptiste@dentoncad.com

Nominee Information
Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2024 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 26, 2023.**

Roy T. Atwood
Name

Carrollton, Texas 75007
Address/City/Zip

214-616-0528
Cell Phone

royatwood@atwoodgameros.com
E-mail

1. Are you a resident of Denton County? **Yes**
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? **Yes**
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? **No**
 - a. If yes, which taxing unit? _____
 - b. When? _____
3. Are you, or have you ever been an employee of Denton CAD? **No**
 - a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? **Yes**
 - a. If yes, what years have you served? 2018 - present
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? **No**
 - a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? **No**
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? **No**

8. Are you directly related to any employee of the Denton CAD? **No**
a. If yes, please list the degree of relation. _____
9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? **No**
10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

I have resided in Carrollton since 1991 and served on various Boards and Commissions in Carrollton over a period of twenty years. For the last 6 years, I have been privileged to serve on the DCAD Board of Directors, including as Chair of the Board the last two years. I appreciate having to opportunity to serve the citizens of Denton Counry and do so, not with an agenda, but with a desire to see that the interests of the citizens and the taxing entities are well served by the Appraisal District. We have made significant progress in the last two years and I would appreciate the opportunity to continuing serving to keep the momentum going.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

I have been a licensed attorney in Texas since 1988. I have found my legal background is beneficial to the DCAD Board, primarily in evaluting risks and in knowing the questions to ask. I also serve on the Board of Directors of My Possibilities and MP Residential, both of which are focused on providing opportunities for those with disabilities to live inclusive and fulfilling lives. Community service is very important to me.

Return to:
Misty Baptiste - Denton Central Appraisal District
3911 Morse St.
Denton, TX 76208
misty.baptiste@dentoncad.com

Nominee Information
Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2024 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 26, 2023.**

Vicki Byrd
Name

2512 Timber Trail Denton TX 76209
Address/City/Zip

(940) 208-6346
Cell Phone

Vicki.Byrd@cityofdenton.com
E-mail

1. Are you a resident of Denton County? Yes/No
a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes/No
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? Yes/No
a. If yes, which taxing unit? Denton ISD
b. When? 2010 - 2018
3. Are you, or have you ever been an employee of Denton CAD? Yes/No
a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? Yes/No
a. If yes, what years have you served? _____
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? Yes/No
a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? Yes/No
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? Yes/No

8. Are you directly related to any employee of the Denton CAD? Yes/No ☒ No
a. If yes, please list the degree of relation. _____
9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? Yes/No ☒ No

10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

I am interested in serving on the Denton Central Appraisal District Board of Directors because the functions of the Board, appeals to my sense of fairness. Fairness plays a central role in appraisal of property for ad valorem taxation of this evergrowing and diverse housing population. Fairness to the Chief Appraiser to budget setting & contracting is important to me.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

I am a forty year resident of Denton County. I live in a home that is considered my forever home. My background in Law Enforcement, Occupational Health, Environmental Safety and Education extends the opportunity for me to care for others at a high level of Public Service. These opportunities have lead me to several positions including the Denton City Council (2 term)

Return to:

Misty Baptiste - Denton Central Appraisal District
3911 Morse St.
Denton, TX 76208

misty.baptiste@dentoncad.com

TOWN OF LITTLE ELM, TEXAS

RESOLUTION NO. 1107202301

A RESOLUTION OF THE TOWN OF LITTLE ELM, TEXAS, CASTING 72 VOTES FOR A CANDIDATE FOR APPOINTMENT TO THE DENTON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, each year, the Denton Central Appraisal District appoints persons to the Appraisal District Board of Directors, submitting the nominees to each governmental entity for it to cast its votes for board membership; and

WHEREAS, the Town of Little Elm, Texas, has 72 votes to cast based on the DCAD formula, and the Town has been requested to cast its votes for one or more nominees.

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

SECTION 1. The Town Council of the Town of Little Elm, Texas, does hereby cast 72 votes for **NAME** for appointment to the Board of Directors of the Denton Central Appraisal District.

SECTION 2. The Town Secretary is directed to send a copy of this Resolution to the Denton Central Appraisal District.

SECTION 3. This Resolution shall take effect upon its adoption.

PASSED, APPROVED AND ADOPTED on the 7th day of November, 2023.

ATTEST:

Cornelious Curtis, Mayor

Caitlan Biggs,

Town Secretary

SEAL



Date: 11/07/2023
Agenda Item #: 6. D.
Department: Administrative Services
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Present, Discuss, and Consider Action to **Cancel the January 2, 2024, Regular Town Council Meeting.**

DESCRIPTION:

Staff is requesting the cancelation of the January 2, 2024, regular Town Council meeting due to the holidays.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff requests direction from Town Council.



Date: 11/07/2023
Agenda Item #: 6. E.
Department: Administrative Services
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Present, Discuss, and Consider Action to Approve an **Update to the Little Elm Governance Policy.**

DESCRIPTION:

At the regular meeting on September 5, Town Council discussed various updates to its Governance Policy. Attached is the draft of changes discussed.

BUDGET IMPACT:

There is no budget impact to this item.

RECOMMENDED ACTION:

Staff requests direction from Town Council.

Attachments

Governance Policy Draft



LITTLE ELM GOVERNANCE POLICY

FORM OF GOVERNMENT

Refer to Section 2.01 in Form of Government and Powers in the Little Elm Code of Ordinances.

PURPOSE

The Little Elm Town Council, including Council Members and the Mayor, is the governing body for the Town of Little Elm. Therefore, it must bear the initial responsibility for the integrity of governance. The Council is responsible for its own development (both as a body and as individuals), its own discipline and its own performance. By adopting this policy, the Council acknowledges its responsibility to each other, to the professional Staff, and to the public.

GOVERNANCE GUIDELINES

The Town Council will govern the Town in a manner associated with a commitment to the preservation of the values and integrity of representative local government and democracy, and a dedication to the promotion of efficient and effective governing. The following statements will serve as a guide and acknowledge the commitment being made in this service to the community.

The Town Council shall:

- be responsive to the needs of the residents and the Little Elm Community by providing pro-active visionary and strategic leadership and focusing on the future rather than the past;
- recognize its responsibility to the future generations by developing goals that address the interrelatedness of the social, cultural, and natural characteristics of the community;
- be fiscally responsible with the taxpayer's dollars;
- communicate and serve with respect, dignity and courtesy in relations with Staff, all Council Members, members of the boards, commissions, committees, and the public;
- endeavor to keep the community informed on municipal affairs and encourage communication between residents and the Town Council;
- strive to develop strong working relationships among Little Elm, Denton County, Little Elm ISD, Frisco ISD, Denton ISD, Little Elm Chamber of Commerce, and other community and civic organizations;
- be committed to improve the quality of life for the individual and the community; and
- be dedicated to the faithful stewardship of the public trust and seek to improve the quality and image of public service.

GOVERNANCE PRINCIPLES

The office of elected official is one of trust and service to the residents of Little Elm. This position creates a special responsibility for the Little Elm Council Members, and the following principles shall govern the conduct of each Council Member. A Council Member shall:

- be loyal to the interests of the residents of Little Elm, superseding conflicting loyalty to advocacy or interest groups, membership on other boards, employment with other organizations, and personal interests as an individual resident of the Town;

- be dedicated to the highest ideals of honor and integrity in all public and personal relationships and conduct themselves, both inside and outside the Town's service, so as to give no occasion for the distrust of their integrity, impartiality or of their devotion to the best interests of the Town and the public trust, to merit the respect and confidence of the residents of Little Elm;
- refrain from any activity or action that may hinder the ability to be independent, objective, and impartial on any matter coming before the Council, such as accepting gifts or special favors;
- not condone any unethical or illegal activity, such as using confidential information for personal gain or misusing public funds or time;
- recognize that public and political policy decisions, based on the approved Strategic Plan, are ultimately the responsibility of the Town Council;
- comply with the Town's Ethics Ordinance (Chapter 2 Article VI of the Little Elm Code of Ordinances) and other applicable rules and state laws governing the conduct of elected officials; and
- conduct business in open meetings for transparency and direct accountability to the residents of Little Elm.



TOWN COUNCIL

MAYOR: ROLES AND RESPONSIBILITIES

The Mayor presides at Council meetings and formally exercises a legislative role equal to that of his or her colleagues. In conjunction with legislative roles, the Mayor may be involved in the preparation of the Council agenda. The Mayor is a member of the Town Council with a vote equal to other members. As part of his or her role, the Mayor shall perform the following duties:

- Preside over the Town Council and serve as the Chair at meetings
- Work to minimize conflict between Council Members and seek to accommodate common ground and consensus among Members when possible
- Represent the Town in meetings with other governmental entities, businesses, community groups, developers, and other entities but realize that the Town is not obligated to any course of action without consideration from the full Council
- Ensure that all members of the Council have the opportunity to be heard during discussion of issues or agenda items
- Issue proclamations to provide groups or individuals special recognition

COUNCIL MEMBER: ROLES AND RESPONSIBILITIES

The main responsibility of the Town Council is to make policy. By definition, a policy is a course of action for a community. The Town Council serves as the legislative body and adopts policies that determine the broad functions of the Town of Little Elm. The Council has the power to enact ordinances and policies, consistent with state law, usually through the enactment of ordinances and resolutions. In the process of policy making the Council shall:

- Focus on the Vision, Strategic Goals, and Long Term Objectives identified in the Council Strategic Plan
- Analyze community needs, program alternatives, and available resources and arrive at meetings well-informed and prepared
- Make timely and courageous decisions
- Make decisions based on community goals and interest, and not based on personal or political ambitions
- Provide the Town Manager clear direction and expectations to achieve Town goals and objectives
- Give the Town Manager adequate authority to take administrative actions and not interfere with personnel decisions or management functions of the Town
- Hold the Town Manager responsible for the administration of Council policies
- Participate in meetings

MAYOR PRO TEM: ROLES, RESPONSIBILITIES, AND SELECTION

Within 30 days of the General Election, the Town Council shall elect one of its Members as Mayor Pro Tem, who shall perform the duties of Mayor in the case of the absence or inability of the Mayor to perform the duties of the Mayor's office, and who shall, during that time, be vested with all the powers belonging to the Mayor. The term shall be for a period of one year and approved by resolution. The Mayor Pro Tem will be selected using the same process as the Council Liaison appointments.

COUNCIL LIAISON: ROLES, RESPONSIBILITIES, AND SELECTION

Within 30 days of the General Election, the Council shall select its liaisons to boards, commissions, or committees. Liaisons shall serve a term of one year. Prior to each selection process, each Council Member shall submit a questionnaire expressing their desired appointments, qualifications, and availability. The Mayor will put forth a proposal of appointments to the Council using information received from the questionnaire. The Council will receive the proposal and the results from the questionnaire prior to the meeting where appointments are considered. No more than two Council Members including the Council Liaison shall serve on each board, commission, and/or committee at one time. Council Liaisons should review the agendas of their board, commission, or committee, understand its projects and activities, and provide reports to the Town Council as necessary. The Council Liaison shall:

- Serve as the primary contact and two-way communications channel between Council and the board, commission, or committee
- Help resolve questions the board, commission, or committee may have about the role of Council, the Council's goals and objectives, municipal government, and the board, commission, or committee
- Establish formal or informal contact with the chairperson of the board, commission, or committee and effectively communicate the role of the liaison
- Provide procedural direction and relay Council's position or previous action to the board, commission, or committee, and communicate to the board, commission, or committee that the liaison's role is not to direct the board, commission, or committee in its activities or work
- Serve as Council contact rather than as an advocate for or ex-officio member of the board, commission, or committee
- Identify and help resolve any problems that may exist with respect to the functioning of the board, commission, or committee
- Facilitate training of new board, commission, or committee members by providing suggestions and relevant information to the Town staff members responsible for providing such training
- Attend board, commission, and/or committee meetings and report back on performance of board members to the Town Council

ATTENDANCE REQUIREMENTS

A Council Member or the Mayor shall forfeit his or her office if the official lacks at any time during the official's term of office any qualification for the office prescribed by the Charter or by State law, or if the official violates any express prohibition of this section or any other provision of the Charter, or if the official fails to attend three (3) consecutive regular Town Council meetings without being excused by the Town Council. The Town Council shall be the final judge in matters involving forfeiture of office by a Council Member or the Mayor. (Town Charter, Section 3.05)

TRAINING AND MEMBERSHIPS

The Town Manager's Office shall coordinate and facilitate the orientation of new Council Members and continuing education for the Mayor and Council Members. Each Council Member should make their best attempt to attend one seminar per year. First-time office holders are encouraged to attend trainings specifically related to newly elected officials.

Funds are budgeted on an annual basis for the Mayor and Council Members to attend the annual Texas Municipal League conference and for new Council Members to attend the Newly Elected Officials training. Town staff will register the Mayor and/or Council Members that are interested in attending these events.

The Town will cover the following expenses, if applicable:

- Registration
- Lodging
- Airfare
- Mileage Reimbursement
- Per Diem for Meals
- Rideshare Reimbursement

The Town will not cover ticketed events for social or recreational activities at a training or conference. A complete list of non-allowable expenses is included in the Town's Personnel Policy Manual, section 2.16 – Travel Policy.

If interest is expressed in an additional training or conference and there are funds available, the request must be brought forward to the Council for approval. The Mayor and/or Council Member shall email Town staff to place the item on an agenda for discussion and consideration.

Town-wide and individual memberships will be brought forward to Town Council. The Mayor and/or Council Member shall email Town staff to place the item on an agenda for discussion and consideration.

REQUEST PROCESS FOR THE COVE AT THE LAKEFRONT™

If the Mayor and/or Council Members desire to request passes and/or rentals for The Cove at the Lakefront™ for non-profit organizations or donations, they shall contact the Town Manager's Office. The Mayor and each Council Member are able to request one (1) package per fiscal year that includes 5 passes and 1 weekday cabana rental. Complimentary passes are not intended for personal use.

TICKETS FOR TOWN EVENTS

From time to time, it may be necessary to provide the Council with complimentary tickets to Town events so that the members can perform their official duties, volunteer, or interact with stakeholders. The use of complimentary tickets shall be outlined in the Town's Special Events policy. All requests should be coordinated through the Town Manager's Office.

USE OF TOWN FACILITIES AND AMENITIES

The use of Town facilities and amenities by Council Members shall be limited to official Town-related duties. However, from time to time, may request use of Town facilities for community purposes. All requests for use of Town facilities and amenities shall be coordinated through the Town Manager's Office.

GUIDELINES FOR INTERACTION BETWEEN MAYOR AND COUNCIL

The Mayor and Town Council members must work as a team and maintain positive and effective relationships with each other in order to provide effective governance to the Little Elm community. It is the duty of the members to promote dialogue; frank, honest, and open communication; consensus; and a good governing environment in which Council Members, including the Mayor, as well as Town staff members can better fulfill their roles as public servants. The Mayor and Council shall treat one another with respect both in Council meetings and in the community. Refrain from undermining your constituents in community forums or discussions with residents, seek to keep one another informed, and avoid hidden agendas. In order to promote a team-oriented environment of professional conduct, the Council shall:

- Refrain from yelling, name calling, and personal attacks
- Act within legal and ethical guidelines
- Avoid grandstanding or promoting a personal agenda
- Be brief and concise
- Consider an issue, debate it, vote on it, and move on without letting issues carry over
- Look for common ground before seeking out disagreements
- Agree to disagree, when necessary
- Treat everyone with respect and elude resentment

MAYOR AND COUNCIL ROLES IN THE COMMUNITY

The Mayor and Town Council Members serve as a resource to citizens, as well as representatives of citizen preferences. Each stakeholder should feel they are treated with respect, that their voice is heard, and that the Town has handled the interaction with efficiency. If the Town or Council is unable to meet a stakeholder's needs, the citizen or business representative should leave better educated and with an understanding of the barriers the Town faces. In order to facilitate this, Council Members should:

- Treat citizens and stakeholders with respect
- Act within the roles defined above and in the Town Charter and remain accountable to citizens
- Keep open communication with citizens, and listen and understand concerns before responding
- Be accessible to citizens and the Town of Little Elm community overall
- Serve as an advocate for the Town and the decisions made by the Council
- Become familiar with the community and its needs
- Develop strong working relationships with partners, such as citizens or organizations who serve on Boards or Commissions, publicly support and defend the will of Council, rather than one's individual preferences

DECISION-MAKING GUIDELINES

Each decision must be made by considering what is best for the municipality as well as the public interest and shall incorporate, to every extent, the overall fundamental approach to democratic governance. Including specialists in various fields and soliciting the opinion of citizen committees may be necessary for reaching a consensus, particularly when introducing new policies or making significant policy change. It is of the responsibility of the Council, as representatives, to convey the preferences of citizens but ultimately to make a decision on what is best for the Town. Any special interest or special interest group impartial to public concerns must not take precedence on any agenda. Decision-making should take place in accordance with:

- The adopted Strategic Plan
- Utilizing an unbiased approach
- Developing well thought out means to achieve the good of the public
- A focus on the issue at hand rather than personalities
- Comprehensive understanding of all sides of the issue before issuing a judgment
- Council members should always ask, "Is this consistent with Council's adopted Strategic Plan?"

GUIDELINES FOR COUNCIL INTERACTION WITH ADMINISTRATIVE STAFF

Employees should feel as though they are valuable and important to executing the will of the people. Council Members should remain professional and never exceed the authority and relationship guidelines outlined in the Town Charter. The Town Manager should be aware of all requests to town employees, as these employees do not report to Council Members directly.

If a Council Member questions a decision, he or she shall immediately take that concern or disagreement to the Town Manager in a confidential and diplomatic format. Likewise, the Town Manager shall agree to the same commitment. Respect for each other shall remain constant.

- Council Members must not give orders to department heads or to other town employees. If the Council needs operational information, the Town Manager will provide appropriate information in a timely fashion, either directly or through other Town staff
- Action items requested by Council Members of Town employees shall be channeled through the Town Manager's office. A Council Member may make an informational request of a Town employee directly; however the Town Manager should be aware of all communication and copied on all emails
- Council Members should not harass or make unreasonable inquiries of Town employees
- The Town Manager will intervene if such activities are taking place
- Requests for meetings with Town staff shall be coordinated through the Town Manager
- Members of the Town Council do not have the authority to terminate or discipline Town employees other than those who they are responsible for under the Town Charter. Termination and discipline decisions are the sole responsibility of the Town Manager

BEHAVIORAL GUIDELINES AND SOCIAL MEDIA

The Mayor and members of the Town Council shall always remember they are representatives of the Town of Little Elm at all times and in all circumstances, and, as public officials, their actions are a direct reflection of the Town. Elected officials shall conduct themselves in a professional manner and not engage in any behavior that will paint the Town in a negative light. The Mayor and members of the Town Council are expected to:

- Conduct themselves with dignity
- Refrain from any behavior that may cause embarrassment to the Town
- Refrain from any activity that may give the perception of impropriety or unethical behavior
- Refrain from social media activities that are profane, untruthful, or unnecessarily argumentative
- Refrain from posting or reposting (forwarding) information on social media before facts are verified or an issue has been researched
- Keep it G rated, if there is any question, the answer is probably NO

ETHICAL RESPONSIBILITIES AND CONFLICT OF INTEREST

Representatives of the Town of Little Elm have a strong ethical responsibility. The Mayor and Council shall be aware of Little Elm's Ethics Ordinance and ensure that they maintain compliance. Officials should also refrain from activities that may be perceived as unethical in nature.

All members of the Town Council, Boards, Commissions, and Corporations shall be familiar with the requirements of the Town's Ethics Ordinance. The Code of Ethics is located on the Town's webpage (Little Elm Code of Ordinances, Article VI. Code of Ethics), or a copy can be requested through the Town Manager's Office.

Below are some ethical dilemmas to avoid:

- Using the position as an elected official to secure special privileges or exemptions for himself, herself, or others
- Directly or indirectly, giving or receiving any compensation, gift, gratuity, or reward from any sources, except the employing city, for a matter related to the official's services
- Accepting employment or engaging in business that the employer might reasonably expect would require the elected official to disclose confidential information acquired due to his or her position as an elected official
- Disclosing confidential information gained due to position as an elected official, or use of such information for personal gain

AGENDA RULES AND MEETING PROTOCOL

The Town Council Agenda is the official working guide from which the Council conducts its regular and special meetings. The Agenda, which is prepared by the Town staff and in consultation with the Mayor includes items that require Council action and that deal with policy issues that require Council review and discussion.

Items are usually placed on the agenda at the request of the Town staff. Council Members can work with the Town Manager to have an item placed on the agenda. Below are general guidelines & protocols for meetings and inquiries:

AGENDA ITEM INQUIRIES

Contact:	<ul style="list-style-type: none"> • Town Manager's Office
Best Method of Communication:	<ul style="list-style-type: none"> • Email and/or Phone
Basic Guidelines/Considerations:	<ul style="list-style-type: none"> • Questions regarding specific agenda items should be provided to the Town Manager prior to the meeting so that appropriate time is provided for any research • The Town Manager may consult with the Town Attorney or other Town staff and will provide feedback as quickly as possible

REQUEST FOR A NEW AGENDA ITEM

Contact:	<ul style="list-style-type: none"> • Town Manager's Office
Best Method of Communication:	<ul style="list-style-type: none"> • Email and/or Phone
Basic Guidelines/Considerations:	<ul style="list-style-type: none"> • Contact the Town Manager or present the request at a Council workshop • The Town Manager may consult with the Mayor regarding the request • Requests for agenda items shall occur no later than noon on the Wednesday preceding the Council meeting.

OPEN MEETINGS ACT

Basic Guidelines/Considerations:

- The Open Meetings Act generally applies when a quorum of a governmental body is present and discusses public business
- By State Law, the Town Council Agenda must be posted 72 hours in advance of the meeting
- A governmental body must post notice of an open meeting when it receives a briefing from staff unless a specific statutory exception allows an executive session
- The Town Manager will consult with the Town Attorney if direction is needed

Training:

- Elected and appointed public officials are required by State Law to receive training in Texas open government laws. Online training can be obtained by visiting the Texas Attorney General's Website:
<https://www.texasattorneygeneral.gov/faq/og-open-government-training-information>

Reference:

- Texas Government Code § 551.001 (4)(A)

PARLIAMENTARY AUTHORITY

Basic Guidelines/Considerations:

- Roberts Rules of Order shall be consulted regarding parliamentary procedure
- Town Secretary, Town Attorney, and Town Manager can be consulted for questions regarding parliamentary procedure

Reference:

- Roberts Rules of Order Newly Revised, Latest Edition

GENERAL COUNCIL MEMBER COMMUNICATION PROTOCOL

The following protocols can help guide elected officials regarding communications with constituents and staff. In some cases, some basic considerations will help guide the Council Member on the best course of action. The information in the following section is general in nature. If there are any questions or if clarification is needed please consult the Town Manager for additional information.

BASIC INFORMATION REQUEST (Information Easily Accessible)**Contact:**

- Town Manager's Office

Best Method of Communication:

- Email and/or Phone

Basic Guidelines/Considerations:

- Give clear and concise expectations
- Provide an outline for the information desired
- Provide a timeline for the request

INFORMATION REQUEST REQUIRING RESEARCH

- | | |
|----------------------------------|---|
| Contact: | • Town Manager's Office |
| Best Method of Communication: | • Email and/or Phone |
| Basic Guidelines/Considerations: | <ul style="list-style-type: none"> • Same steps as the "Basic Information Request" • Future Council Agenda Item for direction/action for Town Manager |

COUNCIL POLICY INITIATIVE

- | | |
|----------------------------------|--|
| Contact: | <ul style="list-style-type: none"> • Town Manager's Office • Mayor |
| Best Method of Communication: | • Email and/or Phone |
| Basic Guidelines/Considerations: | <ul style="list-style-type: none"> • Contact the Mayor and Town Manager's Office concerning the policy initiative for consideration • Provide as much detail as possible |

PROCLAMATION REQUEST

- | | |
|----------|--|
| Contact: | • Town Manager's Office |
| Process: | • Submit online form at least one month in advance of the date the proclamation is needed. Mayor has final approval. |

COUNCIL COMMENDATION

- | | |
|----------------------------------|--|
| Contact: | <ul style="list-style-type: none"> • Town Manager's Office • Mayor |
| Best Method of Communication: | • Email |
| Basic Guidelines/Considerations: | <ul style="list-style-type: none"> • Contact the Mayor and Town Manager's Office concerning the recognition for consideration. • Provide as much detail as possible. |

COMMUNICATION: COUNCIL AND ADMINISTRATIVE STAFF

- | | |
|------------------------------------|--|
| Communication from Administration: | • Communication from Town staff and administration goes to Mayor and all Council Members through the Town Manager's Office |
| Communication to Administration: | • Communications from Mayor & Council to staff administration goes through the Town Manager and not directly to members of the staff |

STAFF CONTACT

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- | | |
|---------------------|---|
| Employee Initiated: | <ul style="list-style-type: none">• Send communication to Town Manager• Refer to section regarding communications with staff |
| Council Initiated: | <ul style="list-style-type: none">• Beware of legal violation (State Law) |

COMMUNICATION: EMAIL

- | | |
|----------------|---|
| General: | <ul style="list-style-type: none">• If responding, do not copy other Council Members• If directed to the Mayor & Council, the Mayor will respond "On behalf of: Mayor & Council"• Each individual has a choice:<ul style="list-style-type: none">-Whether to respond or not-Method of the response |
| Consideration: | <ul style="list-style-type: none">• Written communication, including emails, can be requested via the Texas Open Records Act• Any deliberation or discussion should take place in a compliant meeting and not through email communication |
| Reference: | <ul style="list-style-type: none">• Texas Government Code § 552 |



BOARDS, COMMISSIONS, AND COMMITTEES

STAFF AND COUNCIL RELATIONS WITH ADVISORY BOARDS, COMMISSIONS, AND COMMITTEES

Staff support and assistance may be provided to advisory boards, commissions, and committees. Advisory bodies, however, do not have supervisory authority over Town employees. While Staff may work closely with advisory bodies, Staff members remain responsible to their immediate supervisors and, ultimately, the Town Manager. The members of the commissions, boards, or committees are responsible for the functions of the advisory body. The chairperson is responsible for committee compliance with the municipal code and/or bylaws. Staff members are to assist the advisory boards to ensure appropriate compliance with the Charter, ordinances, state and local laws, and regulations.

Staff support includes: preparation of an agenda; preparation of reports providing a brief background of the issues, a list of alternatives, recommendations, and appropriate backup materials, if necessary; and preparation and maintenance of permanent minutes of advisory body meetings. Advisory body members should have sufficient information to reach decisions based upon a clear explanation of the issues. It is important to note that Town Staff seeks to not influence boards, commissions, and committees in their decision making process. Staff should provide information on options considered along with a summary of pros and cons of each option. Staff should provide any prior direction by Town Council on a particular issue to any board, commission, or committee considering the issue.

The role of the Town's boards, commissions, and committees is to perform the specific functions established in state statutes, Town ordinances, resolutions, or minute orders as applicable and to advise the Town Council about the topics assigned.

If a Council Member attends a meeting of a board, commission, or committee, the member shall not take part in the meeting nor address the board in any manner, whether by questions or statements. A Council Member shall not attempt to influence the decisions of boards, commissions, and committees, either directly or indirectly, nor express an opinion to a board, commission, or committee about its actions unless at a Town Council meeting. This policy provision does not apply to a Council Member who is participating as a duly appointed member of a board, commission, or committee.

All instructions to board, commissions, and committees by the Town Council shall be in writing or made on the record at a Town Council meeting.

CURRENT BOARDS AND COMMISSIONS

The Planning & Zoning Commission is the primary advisory board to the Town Council on development issues. These land use matters include rezoning requests, ordinance revisions, approving plats, comprehensive planning, tree preservation, and other issues regarding new growth and existing development in the Town and extraterritorial jurisdiction (ETJ).

The Board of Adjustment (BOA) consists of five members and is a quasi-judicial board. It is not a legislative body; thus, it has no authority to amend ordinances, create new laws, nor grant use variances. The board conducts hearings and makes determinations on requests for variances from and special exceptions to the Town of Little Elm Zoning Ordinance, as specified in the ordinance. Historically, the board has made rulings on substandard buildings and amortization cases, although recent state law changes may require revisions to procedure and venue. The board also has the authority to hear and decide appeals where it is alleged that there is an error in an order, requirement, decision, or determination made by any administrative official of the town in the enforcement of the Zoning Ordinance.

The Little Elm Animal Shelter Advisory Committee make recommendations to animal services regarding policies and procedures of the animal shelter operations, making recommendations to town council on revisions to chapter 18 (Animals) of the Little Elm Code of Ordinances, making recommendations to town council on revisions to applicable fees, and general discussion of animal related issues within the town.

TYPE A/ TYPE B CORPORATIONS

Type A/ Type B Corporations exist in the Town of Little Elm to further growth and development in the community. The board members of the corporations are appointed by Town Council and, while they serve in an autonomous fashion, are expected to uphold the goals and objectivities identified by the Council and the adopted Strategic Plan.

If either corporation utilizes Town staff for administrative purposes, Staff members remain responsible to their immediate supervisors and, ultimately, the Town Manager. If either corporation hires its own staff, those staff members are responsible to the board of directors.

The Little Elm Economic Development Corporation (EDC, 4A) is charged with attracting new commercial business, new tourism opportunities and new jobs to Little Elm.

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

COUNCIL APPOINTED COMMITTEES

From time to time, Council will appoint advisory committees and/or task forces on specific topics to offer citizens an extraordinary opportunity to participate in the Town's governmental affairs and influence public policy in many areas.

ROLES AND RESPONSIBILITIES

Board, Commission, and Committee Members shall:

- Focus on the Vision, Strategic Goals, and Long Term Objectives identified in the Council Strategic Plan
- Analyze community needs, program alternatives, and available resources and arrive at meetings well-informed and prepared
- Make timely and courageous decisions that are based on community goals and interest, and not based on personal or political ambitions
- Participate in meetings