



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

**Tuesday, February 6, 2024**

**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 **Liaison Meeting with the Little Elm Independent School District.**
  - B. Present and Discuss the **2024 Strategic Plan.**
  - C. Present and Discuss an **Update on the Parks, Recreation, & Open Space Master Plan.**
  - D. Present and Discuss an **Update on the Water and Sewer Rate Plan.**
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  - C. Items to be Withdrawn from Consent Agenda.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 Recognizing HHS and the Annual Health for Humanity Yogathon.**

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 January 16, 2024, Regular Town Council Meeting.**

- B. Consider Action to Approve the **Joint Election Agreement and Contract for Election Services with the Denton County Elections Administrator.**
- C. Consider Action to Approve **Ordinance No. 1749 Ordering a General Election to be held on May 4, 2024.**
- D. Consider Action to Approve a **Professional Services Agreement with Freese and Nichols, Inc., for Design Study and Preliminary Design Services Related to the Westside Ground Storage Facility and Pump Station Project in the amount of \$461,000 and Authorize the Town Manager to Execute the Contract.**
- E. Consider Action to Approve **Resolution No. 0206202402 of All Matters incident and related to Declaring Expectation to Reimburse Expenditures related to Improvements and Extensions to the Town's Waterworks and Sewer System with Proceeds of Future Debt, including the Adoption of a Resolution Pertaining Thereto.**
- F. Consider Action to Approve **Resolution No 0206202401 of the Town of Little Elm, Texas, Determining the Costs of certain Additional Authorized Improvements to be Financed within the Spiritas East Public Improvement District; will approve a Preliminary Service Plan and Assessment Plan, including a Proposed Improvement Assessment Roll - Additional Authorized Improvements; Directing the filing of the Proposed Assessment Roll with the Town Secretary; and Providing for Noticing and Calling a Public Hearing on February 20, 2024, to Consider an Ordinance Levying Assessments on Property located within the Spiritas Each Public Improvement District; Directing the Filing of the Proposed Assessment Roll with the Town Secretary to make available for Public Inspection; Directing Town Staff to publish and mail Notice, of said Public Hearing; and Resolving Other Matters Incident and Related Thereto.**

6. **Regular Items.**

- A. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Twin Lakes Vet LLC.**

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.  
**BRILLE IS NOT PROVIDED.**

Respectfully,

Town Secretary

**This is to certify that the above notice was posted on the Town's website this 2nd day of February 2024 before 5:00 p.m.**





**Date:** 02/06/2024  
**Agenda Item #:** 1. A.  
**Department:** Administrative Services  
**Strategic Goal:** Ensure strong relationship within the community and region  
**Staff Contact:** Town Council

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**AGENDA ITEM:**

Present and Discuss the **Liaison Meeting with the Little Elm Independent School District.**

**DESCRIPTION:**

Council Member Michel Hambrick requested this item be placed on the agenda to discuss the outcome of the meeting she had with Little Elm Independent School District and Superintendent Mike Lamb in her capacity as Council Liaison to the district.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Information only, no action required.

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**Date:** 02/06/2024  
**Agenda Item #:** 1. B.  
**Department:** Administrative Services  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Caitlan Biggs, Director of Administrative Services/Town Secretary

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**AGENDA ITEM:**

Present and Discuss the **2024 Strategic Plan**.

**DESCRIPTION:**

Per the Town's Charter, the Town Council must review the adopted strategic plan every two years. The last update was approved in early 2022.

As part of the update, the Town Council met with members of the various appointed boards and commissions in November to receive feedback on the current plan. Following this session, Town Council reviewed the feedback and recommended updates to the plan.

Staff will review the recommended changes to the plan for consideration.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Staff requests direction from Town Council.

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**Attachments**

Draft 2024 Strategic Plan

# **Town of Little Elm**



## **Strategic Vision, Goals, and Objectives**

**Updated 2024**

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## TOWN OF LITTLE ELM

### MISSION AND VISION

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

#### ***VISION***



#### ***MISSION***

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

## TOWN OF LITTLE ELM

### VISION SUPPORTING STATEMENTS

Little Elm provides an environment that is:

- Safe
- Diverse in housing opportunities
- Inclusive

In a community that possesses...

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

And provides:

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

Little Elm operates in a way that is:

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

## SWOT ANALYSIS

<p><b>Strengths</b></p> <ul style="list-style-type: none"> <li>• Location and lake access.</li> <li>• Residents, Council, and Town management are aligned in their desire to provide a high-quality and streamlined development process.</li> <li>• Efficient procedures, systems, and well-developed customer service.</li> <li>• Key staff has prior municipal experience.</li> <li>• Access to regional transportation and amenities.</li> <li>• Centrally located to employment centers.</li> <li>• Neighborhoods have created a strong sense of community.</li> <li>• Friendly, cooperative, and supportive staff.</li> <li>• Good working relationships within Town departments, other municipalities, and the development community.</li> <li>• Unique lakefront amenities.</li> <li>• Reputation of Little Elm as a safe place to live.</li> <li>• Powerful sense of community.</li> </ul>	<p><b>Opportunities</b></p> <ul style="list-style-type: none"> <li>• Maximize lake access to create a unique recreation opportunity.</li> <li>• Location of Little Elm is poised for continued development.</li> <li>• Undeveloped and underdeveloped property provides a “blank slate” for new development and recreational opportunities.</li> <li>• Enhance community involvement and connections as the Town grows – enhance and create traditions that promote our image and feel.</li> <li>• Build on positive relationships in the region to take advantage of the lessons we can learn from others.</li> <li>• U.S. 380 represents an opportunity for economic development.</li> <li>• The ability to use new and available technology to streamline service delivery.</li> <li>• Capitalize on lunchtime traffic of teachers and students for restaurants.</li> <li>• Potential of redeveloped Hilltown on schools and Town.</li> <li>• Current development trajectory for Town build-out and resulting revenues.</li> <li>• Emerging redevelopment window in some areas of Town.</li> </ul>
<p><b>Weaknesses</b></p> <ul style="list-style-type: none"> <li>• Current construction makes transportation difficult.</li> <li>• High rate of growth presents challenges to maintain our expected level of service to residents and the development community.</li> <li>• High rate of growth presents challenges to keep up with infrastructure needs.</li> <li>• High rate of retail leakage.</li> <li>• No immediate access to major interstate traffic.</li> <li>• Geographical connectivity.</li> <li>• Known as a “commuter” community.</li> <li>• Commercial area competitiveness.</li> <li>• Historical geographic challenges and location of key intersections.</li> <li>• Transportation infrastructure challenges.</li> <li>• Lack of patience for development projects.</li> </ul>	<p><b>Threats</b></p> <ul style="list-style-type: none"> <li>• Growth of community and demand for services exceeding staff’s capacity.</li> <li>• Other communities are competing for development in the region.</li> <li>• Slowdown of growth and build-out.</li> <li>• Multiple jurisdictions control U.S. 380.</li> <li>• Substandard development standards in unincorporated areas.</li> <li>• Impact of Hilltown left unresolved.</li> <li>• Recognize the impacts on public safety with growth.</li> <li>• Shifting community priorities as Town grows.</li> <li>• Ability to remain competitive with other organizations for talent.</li> <li>• Regulatory and other governmental agencies impeding Town priorities or implementing mandates.</li> </ul>

## TOWN OF LITTLE ELM

### STRATEGIC GOALS

- **Provide a safe and welcoming environment for Little Elm residents and visitors:** Little Elm will be a community that is safe and welcoming to all who live here and visit. A safe and welcoming environment is accomplished by upholding a strong sense of community with engaged residents, maintaining clean and aesthetically welcoming corridors and neighborhoods, preserving a low crime rate, and ensuring that public safety officials are courteous, professional, and ethical while providing equitable service to all.
- **Ensure strong relationships within the community and region:** Little Elm will strive to ensure positive relationships within the community and region. Strong and positive relationships are accomplished by conducting business with a high level of integrity, promoting open communication, transparency, partnerships, and displaying a high level of courteousness in all of our interactions. We will operate with a partner mentality with all entities with which we share a common interest.
- **Maximize community recreation and leisure activities:** Little Elm will maximize recreational and leisure activities for the region. Recreational and leisure activities will be provided for a broad range of socio-economic and interests groups, focusing on maximizing the unique shoreline recreation opportunities on Lewisville Lake.
- **Maintain operational integrity and viability:** Little Elm will ensure the Town's financial and operational processes' integrity and long-term viability. Little Elm's operational and financial soundness will be ensured by maintaining a competitive tax rate, aggressively recruiting selective retail and small business economic development prospects, planning for long-term financial obligations, and maintaining a level of operational efficiency.
- **Promote and expand Little Elm's identity:** Maintain Little Elm's distinctive look and high development standards that provide vibrant, high-quality neighborhoods and development. Create a sense of place and brand identity that extends beyond our borders.
- **Ensure excellence in public services while keeping up with the growth in the community:** Little Elm will ensure that high-quality public services are maintained by addressing growth needs in infrastructure and by attracting, retaining, equipping, and empowering a workforce that delivers excellent service for an excellent value.



## TOWN OF LITTLE ELM

### STRATEGIC GOALS AND LONG-TERM OBJECTIVES

#### **Provide a safe and welcoming environment for Little Elm residents and visitors:**

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

#### **Long Term Objectives**

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

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

### **Long Term Objectives**

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

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

#### **Long Term Objectives**

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

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

### **Long Term Objectives**

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

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

#### **Long Term Objectives**

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

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

### **Long Term Objectives**

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



**Date:** 02/06/2024  
**Agenda Item #:** 1. C.  
**Department:** Community Services  
**Strategic Goal:** Maximize community recreation and leisure activities  
**Staff Contact:** Chad Hyde, Director of Community Services

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**AGENDA ITEM:**

Present and Discuss an **Update on the Parks, Recreation, & Open Space Master Plan.**

**DESCRIPTION:**

Town staff and the consultant, Dunaway Associates, LLC, will provide an update on the process for the Parks, Recreation, & Open Space Master Plan.

In September 2023, Town Council approved a professional services contract with Dunaway Associates, LLC (Dunaway) for the Parks, Recreation, & Open Space Master Plan update.

The Scope of Services will be performed in two (2) phases with Phase I including the Inventory and Needs Assessment, and Phase II the Parks, Recreation, & Open Space Master Plan. The estimated completion is late Fall 2024.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Information only, no action required.

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**Date:** 02/06/2024  
**Agenda Item #:** 1. D.  
**Department:** Finance  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Kelly Wilson, Chief Financial Officer

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**AGENDA ITEM:**

Present and Discuss an **Update on the Water and Sewer Rate Plan.**

**DESCRIPTION:**

Staff and the Consultant will update the Council on the current and proposed water and sewer rate plan.

In September 2020, the Council approved a 5-year rate plan that reflected water rate increases through Fiscal Year 2025. Finance and the Consultant have been reviewing the rates each year thereafter, to ensure the cost of services, debt, capital infrastructure, and fund balance were sufficient. We are proposing a new 5-year financial plan to continue servicing the Town's water and wastewater customers along with maintaining a minimum fund balance that satisfies our debt obligations and emergency reserves.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Staff requests direction from Town Council.

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**Date:** 02/06/2024  
**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

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**AGENDA ITEM:**

Present a **Proclamation Recognizing HHS and the Annual Health for Humanity Yogathon.**

**DESCRIPTION:**

Mayor Cornelious will present a proclamation recognizing HHS and the Annual Health for Humanity Yogathon.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Information only, no action required.

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**Attachments**

2024 Health for Humanity Yogathon Proclamation



## ***Proclamation***

**WHEREAS**, YOGA is an ancient Hindu practice developed thousands of years ago in the Indian subcontinent for maintaining spiritual, mental, and physical wellbeing;

**WHEREAS**, SURYA NAMASKARA, or Sun Salutation, is a traditional yogic practice combining a sequence of postures with breathing exercises;

**WHEREAS**, HINDU SWAYAMSEVAK SANGH, or HSS, is a nonprofit charitable organization with over 235 branches in 164 cities and in 34 states including 18 branches in DFW metroplex and 1 of them in West Frisco and Little Elm, through which it conducts a Hindu values education program for the Hindu families, and community service activities such as food drives, providing hot meals to shelters and other Sewa ("Service") activities in several cities.

**WHEREAS**, HSS is organizing its annual Health for Humanity Yogathon with the goal of having 1000 individual participants practice Surya Namaskar to promote the spiritual, mental, and physical well-being of all members of the community; and

**WHEREAS**, YOGA enthusiasts, yoga studios, local schools, and other community organizations are participating in the HSS Health for Humanity Yogathon.

NOW, THEREFORE, we recognize HSS for organizing its annual Health for Humanity Yogathon to promote the spiritual, mental, and physical well-being of all members of the community, and encourage residents of Little Elm to participate in this health awareness activity.

Given under my hand and Seal of the Town of Little Elm, Texas, this 6th day of February, 2024.

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Curtis J. Cornelious, Mayor of Little Elm



**Date:** 02/06/2024  
**Agenda Item #:** 5. A.  
**Department:** Administrative Services  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Caitlan Biggs, Director of Administrative Services/Town Secretary

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**AGENDA ITEM:**

Consider Action to Approve the **Minutes from the January 16, 2024, Regular Town Council Meeting.**

**DESCRIPTION:**

The minutes from the January 16, 2024, regular Town Council meeting are attached for approval.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Staff recommends approval.

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**Attachments**

Minutes - January 16, 2024

# DRAFT

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

## REGULAR TOWN COUNCIL MEETING TUESDAY JANUARY 16, 2024 - 6:00 p.m.

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

Absent: Council Member Neil Blais

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

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

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

#### A. Present and Discuss the 2024 Look Ahead.

*Town Manager Matt Mueller gave an overview of the projects and initiatives for 2024.*

#### B. Present and Discuss the Community Waste Disposal Annual Report.

*Robert Medigovich gave the update in the attached presentation. He also presented the Town with a STAR award.*

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

#### A. Invocation.

*Mayor Pro Tem Jamell Johnson gave the invocation.*

#### B. Pledge to Flags.

- C. Items to be Withdrawn from Consent Agenda.

***None.***

- D. Emergency Items if Posted.

***None.***

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

***Council Member Neil Blais requested and was granted an excused absence.***

- 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 discussed new hours for the library to close on Sundays to reallocate service hours. This will be a pilot program beginning in February. Council Member Evans requested data regarding the area that patrons are visiting from on the weekends.***

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

***None.***

3. **Presentations.**

- A. Present a **Proclamation Recognizing January 15, 2024 as Dr. Martin Luther King, Jr. Day of Service.**

***The Mayor presented the proclamation.***

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.*

***The Mayor presented two challenge coins.***

5. **Consent Agenda**

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

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

**Vote:** 6 - 0 - Unanimously

- A. Consider Action to Approve the **Minutes from the December 19, 2023, Regular Town Council Meeting.**
- B. Consider Action to Approve **Ordinance No. 1748 Providing for Refuse Rates; Providing for a Repealing Clause; Providing for a Severability Clause; and, Providing an Effective Date for Community Waste Disposal for an Annual Market Adjustment per the Current Service Contract.**
- C. Consider Action to Accept the **Transfer and Assignment from North Texas Municipal Water District Easements and Facilities to the Town of Little Elm.**
- D. Consider Action to Approve a **Professional Services Agreement with Freese and Nichols, Inc., for Construction Observation and Inspection Services Related to the Wastewater Treatment Plant Dewatering & Clarifier Improvements Project in the amount of \$97,300, and Authorize the Town Manager to Execute the Contract.**
- E. Consider Action to Award **Mr. Jim's Pizza for Pizza Delivery Services in the estimated annual amount of \$50,000.**
- F. Consider Action to Approve **Change Order #1 to the Construction Contract for the Wood Family Dog Park Expansion Project with Ratliff Hardscape, LTD in the amount of \$85,091.**
- G. Consider Action to Approve the **Purchase of Playground Equipment for the Cottonwood Park Project from Whirlix Design, Inc. in an amount not to exceed \$574,681.**

6. **Regular Items.**

- A. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1744 Regarding a Request to Rezone Approximately 2.476 Acres of Land, Currently Zoned as Light Commercial, Generally Located South of the Intersection of Lake Trail Drive and East Eldorado Parkway, within Little Elm's Town Limit's, in Order to Establish a New Planned Development District Based on Light Commercial Standards, with Modified Development Standards for a Commercial Dog Grooming and Boarding Service with Outdoor Play Areas, and Publicly Accessible Dog Park.**

**Open Public Hearing:**

**Receive Public Comments:**

**Close Public Hearing:**

**Take Action on Ordinance No. 1744:**

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

***Open Public Hearing: 7:32 p.m.***

***Receive Public Comments: The applicant stated that the facility can hold between 75-80 dogs but runs about 40% occupancy. He also stated that they do not have a large volume of recyclables.***

***Close Public Hearing: 7:37 p.m.***

Motion by Mayor Pro Tem Jamell T. Johnson, seconded by Council Member Michel Hambrick ***to approve Ordinance No. 1744.***

**Vote:** 6 - 0 - Unanimously

- B. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1747 Regarding a Request to Rezone a Approximately 4.4780 Acres of Land, Currently Zoned a Light Commercial, Generally Located on the Southeast Corner of South Elm Ridge Road and East University District, within Little Elm's Town Limits, in Order to Establish a New Planned Development District with a Light Commercial Base, within Modified Development Standards, for a Veterinary Clinic with Outdoor Kennel and Retail Buildings.**

**Open Public Hearing:**

**Receive Public Comments:**

**Close Public Hearing:**

**Take Action on Ordinance No. 1747:**

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

***Open Public Hearing: 7:51 p.m.***

***Receive Public Comments: The applicant stated they have spoken with the adjacent property owners and are open to working with them to create a secondary access.***

***Close Public Hearing: 7:52 p.m.***

Motion by Council Member Michel Hambrick, seconded by Council Member Tony Singh ***to approve Ordinance No. 1747 conditional on the approval of the developer agreement.***

**Vote:** 6 - 0 - Unanimously

- C. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1745 Regarding a Proposed Text Amendments to Chapter 106, Zoning Ordinance, by Amending Certain Sections and Associated Appendices in Order to Establish Compliance with New State Statues as a Result of the Recent Legislative Session and Enable Minor Corrections and Clarifications Throughout the Text.**

**Open Public Hearing:**

**Receive Public Comments:**

**Close Public Hearing:**

**Take Action on Ordinance No. 1745:**

*Senior Planner Brian Salvesen gave an overview of the item in the attached presentation.*

**Open Public Hearing: 8:10 p.m.**

**Receive Public Comments: None**

**Close Public Hearing: 8:11 p.m.**

Motion by Council Member Tony Singh, seconded by Council Member Michel Hambrick **to approve Ordinance No. 1745.**

**Vote: 6 - 0 - Unanimously**

- D. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1746 Regarding a Proposed Text Amendments to Chapter 107, Zoning Ordinance, by Amending Certain Sections and Associated Appendices in Order to Establish Compliance with New State Statutes as a Result of the Recent Legislative Session and Enable Minor Corrections and Clarifications Throughout the Text.**

**Open Public Hearing:**

**Receive Public Comments:**

**Close Public Hearing:**

**Take Action on Ordinance No. 1746:**

*Senior Planner Brian Salvesen and Civil Engineer Mitch Haug gave an overview of the item in the attached presentation.*

**Open Public Hearing: 8:21 p.m.**

**Receive Public Comments: None**

**Close Public Hearing: 8:22 p.m.**

Motion by Council Member Michel Hambrick, seconded by Council Member Andrew Evans **to approve Ordinance No. 1746.**

**Vote: 6 - 0 - Unanimously**

- E. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Happy Tails of Texas LLC.**

Motion by Council Member Michel Hambrick, seconded by Council Member Lisa G. Norman **to approve the development agreement.**

**Vote: 6 - 0 - Unanimously**

- F. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Twin Lakes Vet LLC.**

Motion by Council Member Tony Singh, seconded by Mayor Pro Tem Jamell T. Johnson **to table this item to the February 6, 2024, meeting.**

**Vote: 6 - 0 - Unanimously**

- G. Present, Discuss, and Consider Action to **Appoint a Planning and Zoning Commission Council Liaison Replacement.**



Motion by Council Member Andrew Evans, seconded by Council Member Tony Singh **to appoint Council Member Andrew Evans as the P&Z Liaison.**

**Vote:** 6 - 0 - Unanimously

- H. Present, Discuss, and Consider Action on **Recommendations from the Charter Review Committee.**

Motion by Council Member Lisa G. Norman, seconded by Council Member Tony Singh **to not move forward with the recommendation.**

**Vote:** 6 - 0 - Unanimously

- I. Present the **2023 Strategic Report.**

***Town staff presented the strategic report.***

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

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

***Town Council convened into Executive Session at 8:28 p.m.***

**8. Reconvene into Open Session**

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

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

*Town Council reconvened into Open Session at 8:45 p.m. No action was taken.*

9. Adjourn.

*The meeting was adjourned at 8:45 p.m.*

Respectfully,

**Caitlan Biggs**  
Town Secretary

Passed and Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2024.



**Date:** 02/06/2024  
**Agenda Item #:** 5. B.  
**Department:** Administrative Services  
**Strategic Goal:** Ensure strong relationship within the community and region  
**Staff Contact:** Caitlan Biggs, Director of Administrative Services/Town Secretary

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**AGENDA ITEM:**

Consider Action to Approve the **Joint Election Agreement and Contract for Election Services with the Denton County Elections Administrator.**

**DESCRIPTION:**

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

The contract attached to this item is in draft form because the Denton County Elections Administrator is waiting for all locations and entities joining the contract to give notice of their participation in the May 4, 2024, election. Once all entities have given notice, the final cost of the Town's portion will be calculated. This calculation is estimated to be available in early April.

**BUDGET IMPACT:**

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

**RECOMMENDED ACTION:**

Staff recommends approval.

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**Attachments**

Contract - Elections Administration

## **THE STATE OF TEXAS COUNTY OF DENTON**

### **JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES**

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

Participating Authorities:

[entities]

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint May 4, 2024 election to be administered by Frank Phillips, Denton County Elections Administrator, hereinafter referred to as “Elections Administrator.”

#### ***RECITALS***

Each participating authority listed above plans to hold a General or Special Election on May 4, 2024. Denton County plans to hold county-wide voting for this General Election.

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

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

#### **I. ADMINISTRATION**

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

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

## **II. LEGAL DOCUMENTS**

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

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

## **III. VOTING LOCATIONS**

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

## **IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL**

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

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

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

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

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Election judges and clerks who attend in-person voting equipment training and/or procedures training, shall be compensated at a flat rate of \$78. Election judges and clerks that elect to complete online training shall be compensated at a rate of a flat \$50. In the event that an Election judge or clerk completes both in-person and online training, they shall be compensated for the training resulting in the highest pay and will not be compensated for both trainings.

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

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

The compensation rates established by Denton County are:

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

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

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

If elections staff is required outside of the hours of the office's normal scope of business, the entity(ies) responsible for the hours will be billed for those hours. The Elections Administrator will determine when those hours are necessary, the number of staff and whom are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff's hourly rate (See Sections XV #9). The Election Administrator has the right to waive these costs as they see fit.

## **V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT**

The Elections Administrator shall arrange for delivery of all election supplies and voting equipment including, but not limited to, the County's Verity voting system and equipment, official ballot paper, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs. Any additional required materials (required by the Texas Election Code) must be provided by the participating authority, and delivered to the Elections Office thirty-three (33) calendar days (April 1, 2024) prior to Election Day. If this deadline is not met, the material must be delivered by the participating authority, to all Early Voting and Election Day locations affected, prior to voting commencing. The Elections Administrator shall be responsible for conducting all required testing of the voting equipment, as required by Chapters 127 and 129 of the Texas Election Code.

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

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

The joint election ballots shall list the County's election first. The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall be arranged with the Central Appraisal District, then the appropriate school district ballot content appearing on the ballot, followed by the appropriate city ballot content, and followed by the appropriate water district or special district ballot content.

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

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

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

## **VI. EARLY VOTING**

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

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

The standard dates and hours for the May 4, 2024 election will be as follows:

Monday, April 22, 2024 through Saturday, April 27, 2024; 8am – 5pm

Sunday, April 28, 2024; 11am-5pm

Monday, April 29, 2024 through Tuesday, April 30, 2024; 7am-7pm



As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the participating authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

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

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

Frank Phillips, Early Voting Clerk  
Denton County Elections  
701 Kimberly Drive, Suite A100  
Denton, TX 76208  
Email: elections@dentoncounty.gov

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

## **VII. EARLY VOTING BALLOT BOARD**

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

## **VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS**

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

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

Counting Station Manager: Brandy Grimes, Deputy Elections Administrator  
Tabulation Supervisor: Jason Slonaker, Technology Resources Coordinator

Presiding Judge: Early Voting Ballot Board Judge  
Alternate Judge: Early Voting Ballot Board Alternate Judge

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

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

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

## **IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE DENTON COUNTY**

Each participating authority with territory containing population outside of Denton County agrees that they Elections Administrator shall administer only the Denton County portion of those elections. On a case-by-case basis, the Elections Administrator may consider administering an entities election for portions outside of Denton County.

## **X. RUNOFF ELECTIONS**

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

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

Each participating authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be determined by the Secretary of State, with early voting being held in accordance with the Election Code.

## **XI. ELECTION EXPENSES AND ALLOCATION OF COSTS**

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

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

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

Election Day location expenses will be allocated based on each participating authority's percentage of registered voters assigned to each polling place.

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

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

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

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

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

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

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

Participating authorities having the majority of their voters in another county, and fewer than 500 registered voters in Denton County, and that do not have an Election Day polling place or early voting location within their Denton County territory shall pay a flat fee of \$750 for election expenses.

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

The fee for programming each participating authority's election will be based on the number of races within their election. The fee schedule is as follows:

Programming Fees	
# of Races	DCEA fee
1-5	\$750.00
6-10	\$1,265.00
11-20	\$1,650.00
21-40	\$2,090.00
41-75	\$2,640.00
76-100	\$3,135.00

## **XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION**

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

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

### **XIII. RECORDS OF THE ELECTION**

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

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

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the appropriate participating authority.

### **XIV. RECOUNTS**

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

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

### **XV. MISCELLANEOUS PROVISIONS**

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Denton County Treasurer and the Denton County Auditor in accordance with Section 31.099 of the Texas Election Code.

3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
4. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas.
5. In the event that one of more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
7. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
8. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.
9. Failure for a participating authority to meet the deadlines as outline in this contract may result in additional charges, including but not limited to, overtime charges, etc.

Elections Staffing Hourly Rate (includes all benefit pay):

Absentee Voting Coordinator	\$46.798
Voter Registration Clerk	\$34.157 - \$37.309
Technology Resources Coordinator	\$48.225
Elections Technician	\$31.655 - \$38.186
Voter Registration Coordinator	\$41.415
Training Coordinator	\$47.168
Election Coordinator	\$38.718

## **XVI. COST ESTIMATES AND DEPOSIT OF FUNDS**

The total estimated obligation for each participating authority under the terms of this agreement is listed below. The exact amount of each participating authority's obligation under the terms of this agreement shall be calculated after the May 4, 2024 election (or runoff election, if applicable). The participating authority's obligation shall be paid to Denton County within 30 days after the receipt of the final invoice from the Denton County Elections Administrator.

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

[costs]

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XVII. JOINT CONTRACT ACCEPTANCE AND APPROVAL

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

- (1) It has on the 25<sup>th</sup> day of January, 2024 been executed by the Denton County Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the 6<sup>th</sup> day of February, 2024 been executed on behalf of the Town of Little Elm pursuant to an action of the Town of Little Elm Town Council so authorizing;

ACCEPTED AND AGREED TO BY DENTON COUNTY ELECTIONS ADMINISTRATOR:

APPROVED:

  
\_\_\_\_\_  
Frank Phillips, CERA

ACCEPTED AND AGREED TO BY THE TOWN OF LITTLE ELM:

APPROVED:

ATTESTED:

\_\_\_\_\_  
Curtis J. Cornelious, Mayor

\_\_\_\_\_  
Caitlan Biggs, Town Secretary





**Date:** 02/06/2024  
**Agenda Item #:** 5. C.  
**Department:** Administrative Services  
**Strategic Goal:** Ensure strong relationship within the community and region  
**Staff Contact:** Caitlan Biggs, Director of Administrative Services/Town Secretary

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**AGENDA ITEM:**

Consider Action to Approve **Ordinance No. 1749 Ordering a General Election to be held on May 4, 2024.**

**DESCRIPTION:**

The Town of Little Elm is ordering a general and special election to be held on May 4, 2024, for the following purposes:

- To elect a Mayor for a three (3) year term; and
- To elect a Town Council Member for District 3 for a three (3) year term.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Staff recommends approval.

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**Attachments**

Ordinance No. 1749

**TOWN OF LITTLE ELM, TEXAS**

**ORDINANCE NO. 1749**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON SATURDAY, MAY 4, 2024, FOR THE FOLLOWING PURPOSES: ELECT MAYOR FOR A THREE (3) YEAR TERM; ELECT ONE (1) TOWN COUNCIL MEMBER FOR PLACE 3 FOR A THREE (3) YEAR TERM; PROVIDING FOR THE APPOINTMENT OF ELECTION OFFICERS; PROVIDING FOR THE DESIGNATION OF THE PLACES AND MANNER OF HOLDING SAID ELECTION; PROVIDING FOR THE DESIGNATION OF THE EARLY VOTING POLLING PLACES; PROVIDING FOR THE DESIGNATION OF THE EARLY VOTING CLERK; PROVIDING FOR THE POSTING AND PUBLICATION OF NOTICE; PROVIDING A SEVERABILITY AND CONFLICTS CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.**

**WHEREAS**, Section 41.001 of the Texas Election Code, as amended, establishes Saturday, May 4, 2024, as a “uniform election date” for the purposes of conducting an election within the Town of Little Elm, Texas (**“Town”**); and

**WHEREAS**, the Town Council Member terms of office for Mayor and Place 3 will expire in May, 2024, and must be filled by general election; and

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

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

**Section 1.     Findings.**

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

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

A general election of the Town shall be held on May 4, 2024, between the hours of 7:00

a.m. and 7:00 p.m., at those Election Day voting sites as determined by the Elections Administrator, for the following purposes:

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

**Section 3. Candidate Filing Deadline.**

Candidates for Mayor and Town Council Member for Place 3, may file with the Town Secretary of the Town of Little Elm, Texas ("**Town Secretary**"), for one of the two (2) places beginning on January 17, 2024, and until 5:00 p.m. on February 16, 2024. The last date and time for a write-in candidate shall be 5:00 p.m. on February 20, 2024.

**Section 4. Voting System, Ballots.**

Voting on the date of the election, and early voting therefore, shall be by the use of a lawfully approved voting system, as provided in the Election Services Agreement. The preparation of the voting equipment to be used in connection with such voting system and the official ballots for the election shall conform to the Texas Election Code, as amended, so as to permit the electors of the Town to vote for Mayor and Town Council Member for Place 3. Said ballots shall have printed therein such provisions, markings, and language as may be required by law and as set forth by the Elections Administrator pursuant to the provisions of the Elections Services Agreement, and in substantially the following form and language:

**GENERAL ELECTION  
Town of Little Elm, Texas  
May 4, 2024**

**OFFICIAL BALLOT**

**Mayor**

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**Council Member for Place 3**

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**Section 5. Election Precincts; Polling Places.**

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

**Section 6.      Appointment of a Presiding Election Judge, and Alternate Presiding Election Judge; Notice of Appointment.**

A Presiding Judge and Alternate Presiding Judge for all designated polling places shall be appointed by the Elections Administrator, pursuant to provisions of the Election Services Agreement, and in accordance with Section 32.009 of the Texas Election Code.

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

Early voting shall commence in the at the Little Elm Town Hall in the Council Conference Room (next to Council Chambers) located at 100 W. Eldorado Pkwy, Little Elm, TX 75068 on April 22, 2024 (as well as at any other polling site(s) determined by the Elections Administrator pursuant to the Election Services Agreement), and shall close on April 30, 2024. During the lawful early voting by personal appearance period (April 22, 2024, through April 30, 2024), the Town Secretary (or designated personnel of the Elections Administrator) shall keep such place(s) for early voting open for early voting by personal appearance schedule as follows:

April 22 – April 27	8:00 a.m. to 5:00 p.m.
April 28	11:00 a.m. to 5:00 p.m.
April 29 – 30	7:00 a.m. to 7:00 p.m.

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

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

Applications for a Ballot by Mail and Federal Post Card Applications must be submitted between January 1, 2024 and April 23, 2024 by mail, fax or email to:

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

**Section 9.      Election Compliance.**

This election shall be held in accordance with, and shall be governed by, the election laws of the State of Texas. In all Town elections, the Mayor, Town Secretary, or Town Council shall

perform each act as is required to be performed, in connection with the holding and consummation of such election, and to give effect to the intent of this ordinance and all Town obligations as set forth in the Election Services Agreement.

**Section 10. Voting Qualification; Voting Materials.**

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

**Section 11. Compensation for Services.**

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

**Section 12. Notices.**

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

- (a) Publishing the notice of the election at least once, not more than thirty (30) days nor less than ten (10) days before the election in the official newspaper of the Town, or between April 4, 2024 and April 24, 2024;
- (b) Filing with the Town Secretary a copy of the notice of the election;
- (c) Posting a copy of the notice on the bulletin board used for posting notices of the meetings of the Town Council and on the Town's website ([www.littleelm.org](http://www.littleelm.org)) at least twenty-one (21) days before the election, by April 13, 2024; and
- (d) Delivering notice of the election to the Denton County clerk not later than the 60th day before Election Day, or March 5, 2024.

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

**Section 13. Run-Off Election.**

In accordance with the State Constitution, the Texas Election Code, and the Charter, in the event that no candidate receives a majority of the votes for an office, there shall be a runoff election held on a date authorized by the Texas Election Code. If a run-off election becomes necessary it shall be ordered by the Mayor or Mayor Pro-tem not later than five

(5) days after the canvassing of the returns of the general election, or as otherwise authorized by the Texas Election Code. The Town may, at its option, choose to conduct any runoff election in conjunction with the Denton County Elections administrator through the provisions of the Election Services Agreement.

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

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

**Section 15. Effective Date.**

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

**PASSED AND APPROVED** by the Town Council of the Town of Little Elm, Texas  
this 6<sup>th</sup> day of February 2024.

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Curtis J. Cornelious, Mayor

ATTEST:

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Caitlan Biggs, Town Secretary

APPROVED AS TO FORM:

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Robert F. Brown, Town Attorney



**Date:** 02/06/2024  
**Agenda Item #:** 5. D.  
**Department:** Public Works  
**Strategic Goal:** Ensure excellence in public services while keeping up with the growth in the community  
**Staff Contact:** Jason Shroyer, Director of Public Works

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**AGENDA ITEM:**

Consider Action to Approve a **Professional Services Agreement with Freese and Nichols, Inc., for Design Study and Preliminary Design Services Related to the Westside Ground Storage Facility and Pump Station Project in the amount of \$461,000 and Authorize the Town Manager to Execute the Contract.**

**DESCRIPTION:**

The Town of Little Elm presently relies on a solitary entry point and a single pumping station to meet the potable water needs of the entire community. As our town experiences ongoing growth and expansion, it has become increasingly evident that there is a pressing need for the establishment of an additional ground storage and pumping facility, specifically in the western half of town. In response to this demand and to proactively address our future infrastructure requirements, the town's staff collaborated with our consulting engineering firm to conduct a comprehensive Water System Study. Completed in 2021, this study critically assessed various options and their optimal timing, affirming the imperative for augmenting potable water storage and pumping capabilities.

The proposed water system enhancements outlined in the conclusion of the study encompass several key components:

**1. Installation of Additional Facilities in the Western Town Area:**

1. Additional ground storage
2. Hydro-pneumatic tank
3. Pumping facilities

**2. Upsizing and Replacement of In-ground Water Piping around Mansell Pump Station:**

1. Includes piping along Big Leaf Drive and Red Spruce Drive
2. Addition of a new pump house at the Mansell facility

The initial phase of these improvements will commence with the Westside Water System project, situated approximately 750 feet west of the Eldorado Bridge crossing on the south side of Eldorado. The planned enhancements for this project comprise:

- 2.5 million gallons per day pump station with all appurtenances

- 0.5 million-gallon ground storage tank
- Chemical building and feed system
- Hydro-pneumatic tank system
- Back-up electrical power generation system
- All associated yard piping and site improvements

The contract with Freese and Nichols, Inc. encompasses a comprehensive scope of services, intending to bring the project to approximately 60% design completion. This includes geotechnical services (survey and site analysis), sub-surface utility exploration (SUE), and environmental and cultural resource evaluation. Upon reaching this milestone, a final preliminary design report will be submitted to the Town for feedback. Subsequently, an amendment to the agreement will be necessary to finalize the plans and specifications for the bidding process. We expect that this part of the process will be completed in the summer of 2024. The total cost for this initial step is \$461,000 and will be paid for by Utility CO Bonds.

**BUDGET IMPACT:**

Funding for this project has been programed in the Utility Capital Improvement Program and funding will be coming from future Utility CO Bonds and Utility CIP reserves.

**RECOMMENDED ACTION:**

Staff recommends approval.

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**Attachments**

Contract



## EXHIBIT B - WORK ORDER

MAPS # \_\_\_\_\_

MAPS DATE: \_\_\_\_\_

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

Work Order # \_\_\_\_\_ Project Name: West Side Pump Station, Ground Storage Tank and Hydropneumatic Tank Preliminary Design

### OWNER PROVIDED INFORMATION:

Work Site:	
Work to be Performed:	See Scope of Work
Drawings/Plans are/are not attached:	NA
Specifications are/are not attached:	NA
Date and Time to Commence:	January 2024
Date and Time to Complete:	May 2024
Equipment, vehicles, tools, materials, supplies to be furnished or obtained through third parties by Owner:	NA
Billing Period:	Monthly-Through the end of each month, billed by the 10th of the following month.
Invoice Mailing Instructions:	Mail to: Town of Little Elm Accounts Payable 100 W. Eldorado Pkwy. Little Elm, TX 75068 Email to: <a href="mailto:accounts.payable@littleelm.org">accounts.payable@littleelm.org</a> Include work order number, PO number, billing period, and project name,
Other Requirements or Variance from MSA (if any):	NA

### CONSULTANT PROVIDED INFORMATION:

**Compensation:**

**Basic Services (Lump Sum)**

A. Preliminary Design	<u>\$240,000.00</u>
<i>Total Basic Services (Lump Sum)</i>	<i>\$240,000.00</i>

**Special Services (CPM)**

B. Detailed Design	\$95,000.00
C. Survey	\$26,500.00
D. Subsurface Utility Engineering (SUE)	\$16,750.00
E. Geotechnical Study	\$75,150.00
F. Environmental and Cultural Resources Evaluation	<u>\$7,600.00</u>
<i>Total Special Services (CPM)</i>	<i>\$221,000.00</i>

<b>TOTAL CONTRACT:</b>	<b>\$461,000.00</b>
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## Scope of Work:

**PROJECT DESCRIPTION:** The Town of Little Elm (OWNER) is proceeding with design and construction of the West Side Pump Station, Ground Storage Tank and Hydropneumatic Tank (The Project). The purpose of this project is to create a new west side pressure plane for the Town. The Project will involve the construction of a new 2.5 MGD Pump Station, 0.5 MG Ground Storage Tank, a Hydropneumatic Tank(s) System, Chemical Injection Facilities as well as piping improvements to connect to the existing system. The Project will have the following facilities:

1. 2.5 MGD West Side Pump Station, including pumps, motors, piping, valves, electrical equipment, pump station building, and electrical equipment room. Pump station will include HVAC, architectural, structural, plumbing, fire protection, electrical, instrumentation, and controls as required.
2. 0.5 MG ground storage tank.
3. Chemical Building and chemical feed system
4. Hydropneumatic Tank(s) System
5. Site improvements including site piping, valves, flowmeter vault, site power distribution, site lighting, fencing, grading and drainage, paving and parking, landscaping, potable water lines, fire protection water lines, and field instrumentation. There is no wastewater in the vicinity of this facility and it is assumed that there will be no wastewater connections associated with this project.
6. Back-up electric generating facilities with fuel storage (diesel) and containment structures and an automatic transfer switch.
7. Communication facilities that may consist of cellular or radio. It is assumed no fiber optic connections will be made.
8. Security facilities including fencing, access control and cameras.
9. Yard piping (suction and discharge) including air valves, blowoff valves, road crossings, flow control structures, flowmeters, cathodic protection, and connections to the existing 16" water line on the north side of West Eldorado Parkway.

The following facilities are not part of The Project, and will be provided by others:

1. Off-site SCADA control facilities at Owner's operations center.
2. Electric power service to the Project Site(s), which will be provided by the electric utility company. Connection will be on the secondary side of the utility transformer(s). FNI will design site grading, underground duct banks, and concrete equipment pads for electric utility equipment, if required.
3. Environmental mitigation required for the project.

This design scope is for the preliminary design phase only. The intent of the preliminary design phase is to identify and evaluate major cost items and make design decisions that can be constructed within the Town's budget. Preliminary design will provide clarity for the detailed design phase scope that will be in a future agreement.

## ARTICLE I

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

### A. PRELIMINARY DESIGN

1. Kick-off Meeting – Conduct one (1) kick-off meeting with the OWNER to discuss the scope of services, project schedule, preliminary Opinion of Probably Construction Cost (OPCC), assignments of personnel and any other matters that may have direct or indirect effects upon the completion and results of this project.

2. Pump Station Site Visit – Conduct a site visit with the project team to determine from a field reconnaissance of the project area and the general layout of the land and existing structures and utilities potential conflicts to be considered during site layout, pipeline alignment and design.
3. Data Gathering – Obtain from the OWNER all available property plats easements, street Right-of-Way widths, water quality data, record drawings of existing utilities and drainage systems and other data that may be pertinent in considering the alignment, location, final design and construction of the proposed improvements.
4. Prepare meeting agendas and minutes and attend the following data gathering meetings:
  - a. Attend up to 2 meetings with utility providers needed for the project.
  - b. Attend up to 4 design development workshops.
  - c. Attend 1 public meeting as required for the Project and prepare engineering display documents needed for the public meetings.
  - d. Attend 1 meetings with the Owner concerning planning, development, building code, and fire marshal as needed for the project.
    - i. Zoning changes and platting of the property are not included in the basic services but can be added as an additional service.
    - ii. FNI will attempt to meet the standard requirements of the OWNER but variances may be necessary due to site limitations.
  - e. Attend up to 1 meetings with the USACE to determine construction requirements within the USACE easement.
5. Preliminary Design Report (PDR) – Produce one design report including evaluations and recommendations for the West Side Pump Station, Ground Storage Tank and Hydropneumatic Tank. The Preliminary Design Report will include the following:
  - a. Evaluation of Pump Station Site Options
    - i. Evaluation of an Outdoor Pump Station and an Enclosed Pump Station based on budget constraints, OWNER operational requirements and code requirements.
    - ii. Evaluation of pump hydraulics including a comparison of vertical turbine pumps vs horizontal split case pumps. Pump building footprint and height requirements, impact to useable space in the ground storage tank and impact to ground storage tank height will be reviewed.
    - iii. Driveway improvements for access from West Eldorado Parkway. Review layout for truck turnaround(s) or loop serving fuel delivery, chemical delivery, and emergency vehicle access.
    - iv. Waterline connections to the existing 16in waterline in West Eldorado Parkway. No crossing permits with TxDOT will be initiated in this phase.
    - v. Evaluation of a flow meter and vault.
    - vi. Evaluation of site layout for all proposed facilities. Up to two site layout options will be considered.
    - vii. Evaluation of septic systems or a holding tank for wastewater. No review for off-site gravity or force main sewer connection will be made.
    - viii. Evaluation of a screening wall vs fencing and architectural columns.
    - ix. Evaluate layout for landscaping along frontage of West Eldorado Parkway. Review the Owner's similar tank and lift station facilities.
    - x. Preliminary grading plan. Identify preliminary layout and grading concepts for how the site can be developed outside and above the flowage easement (Elevation 537).
    - xi. Determine the acceptable level of flood risk for the site based on effective FEMA flood maps, known water surface elevations for Lake Lewisville, and current regulations. It is assumed that there will be no construction within the flowage easement (Elevation 537).

- b. Evaluation and recommendations for the Chemical Feed System
- i. Coordinate with the OWNER to obtain, review, and analyze distribution system water quality data.
  - ii. As part of one (1) design development workshop (Item 4.b), meet with the OWNER to present the technologies and configurations associated with boosting chloramine residuals in the distribution system including:
    - Chlorine provision options (gaseous, bulk liquid, and onsite generated),
    - Ammonia provision options (anhydrous ammonia, liquid ammonium sulfate, and aqueous ammonia),
    - Chemical delivery options (gas regulators, peristaltic pumps, and diaphragm pumps),
    - Chemical storage and containment options,
    - Chemical injection strategies (in-line versus in-tank dosing),
    - Residual control strategies, and
    - In-tank mixing options.

The OWNER will identify the preferred technologies and components from the above list to include in the basis of design.
  - iii. Identify the siting of the facility, with chemical injection and sampling locations. Siting considerations will include co-locating the chemical feed facilities with the pump station versus a standalone site.
  - iv. Evaluate a masonry building versus a prefabricated FRP enclosure for protecting the chemical feed equipment. Evaluate chemical storage tank siting options, including indoor and outdoor options. The preliminary design will not include Architectural drawings or elevations for the chemical feed facility.
- c. Evaluation and recommendations for the 0.5 MG Ground Storage Tank
- i. Cost Comparison of concrete vs steel
  - ii. Determination of dimensions and construction space requirements
- d. Evaluation and recommendations for the Hydropneumatic Tank
- i. Coordinate with hydropneumatics tank vendors to determine sizing, number of tanks and other design and operational considerations.
- e. Evaluation and recommendations for electrical improvements and options
- i. Electrical evaluation of VFDs versus soft starters including coordination with the local electric utility to determine their starting requirements. Pump operational benefits using VFDs will also be evaluated.
  - ii. Evaluate an on-site generator vs hookups for the Town's 275 kW portable generator. Determine size and duration of fuel storage for on-site option.
  - iii. SCADA improvements will be coordinated with OWNER staff with planning for redundant communication by cellular and radio. ENGINEER will review the OWNER's nearby Garza Lift Station as an example.
  - iv. A flow meter will be included on the proposed yard piping.
  - v. ENGINEER will coordinate with the local utility regarding power supply, motor starting restrictions.
- f. Recommended Mechanical Improvements.
- i. The HVAC system will be designed to meet the needs of the equipment housed within the electrical room. If a pump room is constructed the room will be ventilated and heated but will not be air conditioned.
  - ii. Heating and ventilation of the chemical building will be provided.
- g. Recommended Architectural and Structural Improvements.
- i. The new pump station will be designed with masonry walls. The roof type and system will be evaluated. Sky lights, hatches or removeable panels will be provided for installation and removal of pumps through the pump room roof.
  - ii. Two draft sets of elevations will be provided to the OWNER for review.

- iii. The foundation design will be determined based on the findings of the geotechnical investigation.
  - h. Evaluation of Site Security options including badge access, video surveillance and intrusion alarms.
  - i. Hydraulic Analysis for the new West Side Pressure Plane
    - i. Utilize the existing model to develop system curves for the Westside Pump Station under current conditions, a 5 yr projection and buildout.
    - ii. Determine size and number of pumps required for current conditions, a 5 yr projection and buildout.
  - iii. Review GIS pipe networks and determine new valves that need to be installed or additional valves that need to be closed to isolate the West Side Pressure Plane.
  - j. Evaluation of the FEMA flood zones
    - i. Review the constructability of the various pump station components including the pump station, ground storage tank, hydropneumatic tank, chemical building, generator and fencing within the FEMA flood zones.
    - ii. FEMA map revisions are not included in the basic services but can be included as an additional service.
6. Furnish the DRAFT Preliminary Design Report in PDF format to the OWNER.
  7. Conduct one (1) review meeting with the OWNER to discuss the PDR.
  8. Incorporate comments from the OWNER in the PDR and provide three (3) copies of the FINAL PDR.

## ARTICLE II

**SPECIAL SERVICES:** The following services are considered special services in addition to the basic services that are provided in the tasks above.

### B. DETAILED DESIGN

1. It is anticipated that an additional contract or contract amendment will be executed within 1 month of the PDR completion and will include a 60% submittal, 90% submittal, final submittal, bid phase services and construction phase services based on the recommendations of the PDR. FNI will begin work on the detailed design upon completion of the PDR up to the fee included for this task.

### C. SURVEY:

2. Survey and prepare a detailed design/topographic survey of Tract 1 and Tract 2 acquired by the Town, Lot 5 and TxDOT Parcel 99 as well as the W Eldorado Pkwy Right-Of-Way from Highland Dr to East Hillcrest Dr. The survey will indicate all surface features, spot elevations, one-foot contours, right-of-way lines, medians, drainage structures, driveways, lot lines, fences, visible utilities and utilities marked by Texas 811, and will be based upon the Texas Coordinate System NAD/83 and NAVD/88 Vertical Datum.
3. Tie trees 6 inches in caliper and larger.
4. Prepare 2 permanent easement documents.
5. Prepare 2 temporary easement documents.

### D. SUBSURFACE UTILITY ENGINEERING (SUE)

1. Quality Level B (Q: "B") – Two-dimensional (x,y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as "designating" this quality level provides the horizontal position of subsurface utilities within approximately one foot.
  - a. QL B SUE will be obtained within the ROW of West Eldorado Parkway from Highland Dr. to East Hillcrest Dr.
2. Quality Level A (QL "A") – Also known as "locating", this quality level provides precise three-dimensional (x,y,z) information at critical locations by exposing specific utilities. Non-destructive vacuum excavation equipment is used to expose the utilities at specific points which are then tied down by survey.
  - a. QL A SUE will be provided for up to four (4) QL "A" test holes with a maximum depth of 10 feet.

#### E. GEOTECHNICAL STUDY

ENGINEER will render the following geotechnical engineering professional services in connection with the project for purposes of providing geotechnical data and design recommendations. The services will include field exploration, laboratory testing, and reporting.

##### Field Exploration

1. Drill up to nine (9) exploratory borings at the site for evaluation and identification of subsurface soils and rock. It is estimated that three (3) borings will be drilled to a depth of 65 feet below existing grade and six (6) borings will be drilled to a depth of 45 feet below existing grade.
2. Conduct one (1) site visit to mark proposed boring locations and determine and coordinate access. The Engineer will coordinate with the City and will notify Texas 811 of the planned borings prior to commencement of the field exploration activities in order to locate existing underground utilities within the area.
3. Subcontract with a drilling contractor to drill the borings and collect samples of the subsurface materials. It is assumed that all boring locations are accessible with a truck-mounted drilling rig.
  - a. The borings will be advanced using standard rotary drilling equipment with continuous-flight augers (solid or hollow stem) or rotary wash methods. Subsurface samples will be collected using 3-inch diameter Shelby tubes for cohesive soils and a 2-inch diameter split-spoon sampler in conjunction with the Standard Penetration Test (SPT) for intermediate and non-cohesive soils. Rock and rock-like materials will be cored and/or tested in situ using the Texas Cone Penetration (TCP) Test or the SPT, as appropriate for the material.
  - b. Groundwater observations within the borings will be recorded at the time of drilling and at the completion of drilling and sampling. Delayed water level readings will be obtained in some borings by leaving the borehole open for 12 to 24 hours or overnight during the field exploration.
  - c. The borings will be backfilled with soil cuttings upon completion of drilling and sampling.
4. An Engineer or Geologist experienced in logging borings will direct the drilling, log the borings, and handle and transport the samples. Visual classification of the subsurface stratigraphy shall be provided according to ASTM D2488 and the Unified Soil Classification System (USCS) during drilling and sampling.

##### Laboratory Testing

1. Testing shall be performed by a geotechnical testing subcontractor on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials.
2. The Engineer will select samples for laboratory testing, assign tests, and review the test results.

3. Laboratory tests will be appropriately assigned for the specific subsurface materials encountered during exploration, but are expected to include:
  - a. Classification tests (liquid and plastic limits and percent passing the no. 200 sieve or gradation)
  - b. Moisture content
  - c. Unit dry weight
  - d. Unconfined compressive strength (soil and rock)
  - e. One-dimensional swell
  - f. Sulfate testing (Tex-145E)
  - g. Water-soluble chloride
  - h. Water-soluble sulfates
  - i. pH of soil
  - j. Electrical resistivity (as-received and saturated)
  - k. Thermal resistivity

#### Reporting

1. Perform the geotechnical engineering analysis and prepare a Geotechnical Investigation Report summarizing the investigation. The report will include the following:
  - a. Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
  - b. General discussion of subsurface conditions and soil properties indicated by the field and laboratory work, and the implications for design.
  - c. Foundation recommendations for support of the proposed structures, including bearing capacity of soils/rock, suitable bearing material, etc. applicable for the recommended foundation or foundation options.
  - d. Provide recommendations for subgrade modification, if required to control settlement or expansive soil movement.
  - e. Lateral earth pressures.
  - f. Pavement and pavement subgrade recommendations.
  - g. General discussion of expected construction-related issues.
  - h. Earthwork related recommendations for use during development of plans and specifications.
2. Submittals will include an electronic PDF copy of the Geotechnical Investigation Report.

#### F. ENVIRONMENTAL AND CULTURAL RESOURCES EVALUATION



1. **Compile Information:** Once the limits of construction (LOC) have been defined, FNI will assemble data such as aerial photos, USGS topographic maps, U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory maps, U.S. Geological Survey (USGS) National Hydrography Dataset (NHD), and LOC in digital format for developing field maps and uploading to the GPS unit.
2. **Site visit:** FNI environmental scientists will conduct a pedestrian survey within the proposed LOC. Boundaries of potential waters of the U.S., including wetlands, will be identified with a GPS unit within the LOC. FNI scientists will also assess habitat within the proposed LOC to determine if potential habitat for federally listed threatened or endangered species is present.
3. **Prepare Technical Memorandum:** FNI Environmental Scientists will review the plans with the design team and prepare a technical memorandum documenting the results of the site visit and an opinion as to whether or not the project can be designed to meet the terms and conditions of a Section 404 of the Clean Water Act Nationwide Permit (NWP), without requiring the preparation and submittal of a pre-construction notification (PCN) to the USACE.
4. **Project Team Coordination:** FNI Environmental Scientists will coordinate with the project team (Client and design team) on the findings of the environmental permitting evaluation and provide environmental input during design to avoid potential PCN triggers or other environmental concerns.

### ARTICLE III

**ADDITIONAL SERVICES:** Additional Services to be performed by ENGINEER, if authorized by OWNER, which are not included in the above described basic services or special services, are described as follows:

- A. Preparation of documents for rezoning and platting.
- B. Evaluation and design of a lift station and force main to provide wastewater service for the site.
- C. FEMA map revisions. This includes applying for a CLOMR-F or LOMR-F if needed.
- D. Witness testing of equipment (virtual or in-person).
- E. Design of pipelines or valve installations to isolate the West Side Pressure Plane.
- F. Field surveying required for the preparation of designs and drawings. Field layouts or the furnishing of construction line and grade surveys. Making property, boundary and right of way surveys, preparation of easement and deed descriptions, including title search and examination of deed records. GIS mapping services or assistance with these services.
- G. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by Owner.
- H. Providing renderings, model, and mock-ups requested by the Owner.
- I. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by Owner or 2) due to other causes not solely within the control of FNI.
- J. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction and providing services as may be required in connection with the replacement of such Work. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work. Any services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time. Providing services after the completion of the construction phase not specifically listed in Article II. Visits to the site in excess of the number of trips included in Article II for periodic site visits, coordination meetings, or contract completion activities. Providing services made necessary because of unforeseen, concealed,

- or differing site conditions or due to the presence of hazardous substances in any form. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted. Provide follow-up professional services during Contractor's warranty period.
- K. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by Owner.
  - L. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
  - M. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.
  - N. Conducting pilot plant studies or tests.
  - O. Preparing Operation and Maintenance Manuals or conducting operator training.
  - P. Preparing data and reports for assistance to Owner in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
  - Q. Furnishing the services of a Resident Project Representative to act as Owner's on-site representative during the Construction Phase. The Resident Project Representative will act as directed by FNI in order to provide more extensive representation at the Project site during the Construction Phase. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, FNI shall endeavor to provide further protection for Owner against defects and deficiencies in the work. Furnishing the services of a Resident Project Representative is subject to the provisions of Article I, D and Attachment RPR.
  - R. If Owner provides personnel to support the activities of the Resident Project Representative who is FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such personnel will be set forth in an Attachment attached to and made a part of this Agreement before the services of such personnel are begun. It is understood and agreed that such personnel will work under the direction of and be responsible to the Resident Project Representative. Owner agrees that whenever FNI informs him in writing that any such personnel provided by the Owner are, in his opinion, incompetent, unfaithful or disorderly, such personnel shall be replaced.
  - S. Furnishing Special Inspections required under chapter 17 of the International Building Code. These Special Inspections are often continuous, requiring an inspector dedicated to inspection of the individual work item, and they are in addition to General Representation and Resident Representation services noted elsewhere in the contract. These continuous inspection services can be provided by FNI as an Additional Service.
  - T. Furnishing Inspections and Commissioning Reports required by International Energy Efficiency Code (IECC).
  - U. Assisting Owner in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
  - V. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
  - W. Assisting Owner in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
  - X. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
  - Y. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
  - Z. Services required to resolve bid protests or to rebid the projects for any reason.

- AA. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Owner.
- BB. Preparation of a pre-construction notification for Section 404 NWP authorization.
- CC. Preparation of a formal written request for USACE authorization under a letter of permission procedure.
- DD. Preparation of a standard individual Section 404 permit application.
- EE. Preparation of a USACE easement request for activities on USACE fee-owned land.
- FF. Preparation of a USACE easement request for activities on USACE flowage easement.
- GG. Conducting a tree survey and preparing permit application for compliance with City tree ordinance requirements or USACE requirements.
- HH. Phase I/II Environmental Site Assessment.
- II. Preparation of Environmental Information Document, Environmental Assessment, or an Environmental Impact Statement.
- JJ. Meetings or consultation with the USACE or other resource agencies, except as specifically noted in the scope of services.
- KK. Presence/absence surveys for federally listed threatened/endangered species.
- LL. Preparation of a mitigation plan to compensate for impacts to waters of the U.S.
- MM. Application to Texas Commission on Environmental Quality for individual 401 Water Quality Certification.
- NN. Application for General Land Office easements.
- OO. Application for Texas Parks & Wildlife Department Sand and Gravel Permit.
- PP. Texas Parks & Wildlife Department Aquatic Resource Relocation Plan.
- QQ. Freshwater mussel survey.
- RR. Additional field investigations or analysis required to respond to public or regulatory agency comments.
- SS. Consultation with the U. S. Fish and Wildlife Service under Section 7 of the Endangered Species act.
- TT. Consultation with Texas Historical Commission.
- UU. Cultural resources surveys and reports.
- VV. Expert representation at legal proceedings or at contested hearings.
- WW. Monitoring for compliance with permit conditions.
- XX. Stormwater permitting and Storm Water Pollution Prevention Plan (SWPPP) preparation.

#### ARTICLE IV

**TIME OF COMPLETION:** ENGINEER is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services in accordance with the following schedule, based on an execution date of January, 2024:

##### *This Contract:*

- Notice to Proceed – February 2024
  - It is assumed that Right of Entry to the pump station site and the adjacent TXDOT parcel will be provided at Notice to Proceed so that survey, SUE and Geotech can be performed.
- Draft Preliminary Design Report (PDR) – June 2024
- PDR Comments received from City -July 2024

##### *Future Design Contract (Tentative):*

- Final Design Work Order Notice to Proceed – August 2024
- Bid Set Plans and Specifications – February 2025
- Construction Contract Award – May 2025
- Construction Substantial Completion – November 2026
  - Generator Installation and Final Completion – May 2027

If ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in OWNER or regulatory reviews, delays on the flow of information to be provided to ENGINEER, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this AGREEMENT and in Attachment CO.

**ACCEPTANCE:**

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

TOWN OF LITTLE ELM

FREESE AND NICHOLS, INC.

\_\_\_\_\_  
Matthew Mueller, Town Manager

\_\_\_\_\_

\_\_\_\_\_  
Clayton Barnard, Principal/Vice Principal  
Printed Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
January 30, 2024  
Date



**Date:** 02/06/2024  
**Agenda Item #:** 5. E.  
**Department:** Finance  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Kelly Wilson, Chief Financial Officer

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**AGENDA ITEM:**

Consider Action to Approve **Resolution No. 0206202402 of All Matters incident and related to Declaring Expectation to Reimburse Expenditures related to Improvements and Extensions to the Town's Waterworks and Sewer System with Proceeds of Future Debt, including the Adoption of a Resolution Pertaining Thereto.**

**DESCRIPTION:**

The Town of Little Elm intends to issue debt for constructing improvements and extensions to the Town's waterworks and sewer system, including the acquisition of land and or right of way. The reimbursement resolution provides the Town of Little Elm with the ability to reimburse the Town for capital expenditures. The reimbursement resolution provides a maximum principal amount of obligations for the various projects not to exceed \$25,000,000.

The proposed timeline for issuance is attached. Staff will present to Council the Notice of Intent in May, at which time the costs of the projects will be defined to ensure debt obligation meets the needs of the projects.

**Proposed Projects:**

- West Side Water pressure Improvements
- Mansell Pump Station Improvements Phase II
- Mansell 24-inch Transmission Lines
- Wynnfield Farms Manhole Rehab (23 manholes)
- WWTP Automation/Modernization

**BUDGET IMPACT:**

The debt issuance is built into the water and sewer five-year financial plan to ensure the principal and interest can be sustained through rates.

**RECOMMENDED ACTION:**

Staff recommends approval.

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**Attachments**

Reimbursement Resolution No. 0206202402  
2024 CO Time Table

TOWN OF LITTLE ELM, TEXAS

RESOLUTION # 0206202402

A REIMBURSEMENT RESOLUTION declaring expectation to reimburse expenditures with proceeds of future debt obligations.

WHEREAS, the Town of Little Elm, Texas (the "Issuer") intends to issue debt in one or more series for constructing improvements and extensions to the Town's waterworks and sewer system, including the acquisition of land and rights-of-way therefor (the "Project"), and further intends to make certain capital expenditures with respect to the Project and currently desires and expects to reimburse the capital expenditures with proceeds of such debt;

WHEREAS, under Treas. Reg. §1.150-2 (the "Regulation"), to fund such reimbursement with proceeds of tax-exempt obligations, the Issuer must declare its expectation to make such reimbursement; and

WHEREAS, the Issuer desires to preserve its ability to reimburse the capital expenditures with proceeds of tax-exempt obligations.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE ISSUER THAT the Issuer reasonably expects to reimburse capital expenditures with respect to the Project with proceeds of debt hereafter to be incurred by the Issuer, and that this resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amount of obligations expected to be issued for the Project is \$25,000,000.

PASSED AND APPROVED, this February 6, 2024.

TOWN OF LITTLE ELM, TEXAS

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Town Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney





**\$20,000,000\***  
**TOWN OF LITTLE ELM, TEXAS (THE "TOWN")**  
**COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024**  
**(THE "CERTIFICATES")**

**Proposed Timetable**

May							June							July							August						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4							1		1	2	3	4	5	6					1	2	3
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24
26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30	31
							30																				

Date	Action Required
<b>Tuesday, February 6, 2024</b>	<b>Town Council approves a Reimbursement Resolution for the upcoming Utility System Project</b>
<b>Tuesday, May 21, 2024</b>	<b>Town Council discusses potential Certificates of Obligation issuance at a Council workshop and authorizes staff and Financial Advisor to proceed</b>  <b>Town Council authorizes the Notice of Intention Resolution ("NOI") to issue Combination Tax and Revenue Certificates of Obligation, Series 2022</b>
<b>Wednesday, May 22, 2024</b>	<b>Town post NOI to the Town's formal internet website (at least 45 days prior to Ordinance adoption)</b>
Thursday, May 23, 2024	SAMCO submits Official Statement Request for Information ("RFI") to Town officials
<b>Friday, May 24, 2024</b>	<b>First Publication of Notice of Intention published in the Town's newspaper (at least 46 days prior to Ordinance adoption)</b>
Thursday, May 30, 2024	Town returns RFI to SAMCO
<b>Friday, May 31, 2024</b>	<b>Second Publication of Notice of Intention published in the Town's newspaper</b>
Monday, June 3, 2024	SAMCO submits initial draft of Notice of Sale (NOS) and Preliminary Official Statement (POS) to Bond Counsel
Friday, June 7, 2024	Comments due on initial draft of NOS/POS
Tuesday, June 11, 2024	SAMCO submits NOS/POS second draft and other financing documents to Bond Counsel, Town officials and S&P Rating Agency ("S&P")
<b>Week of June 17, 2024</b>	<b>Schedule rating conference call with S&amp;P</b>
Wednesday, July 3, 2024	Final NOS/POS comments due to SAMCO
Tuesday, July 9, 2024	Post NOS/POS to website and electronically distribute to potential bidders
Wednesday, July 10, 2024	Receive S&P underlying rating
<b>Tuesday, July 16, 2024</b>	<ul style="list-style-type: none"> <li><b>Receive electronic bids for the COs (12:00 P.M., (noon) Central Time) via Internet and the "i-Deal LLC Parity" bidding program</b></li> <li><b>Regular Council meeting to review bids for the Certificates and adopt the Ordinance authorizing and selling the Certificates (6:00 pm)</b></li> </ul>
Tuesday, July 23, 2024	Post Official Statement to SAMCO website and distribute hard copies
Wednesday, August 7, 2024	SAMCO notifies all parties of closing/delivery instructions
<b>Wednesday, August 14, 2024</b>	<b>Payment for and delivery of the Certificates. Funds wired to Town's depository bank.</b>

*\* Preliminary; subject to change.*



**Date:** 02/06/2024  
**Agenda Item #:** 5. F.  
**Department:** Economic Development Corporation  
**Strategic Goal:** Promote and expand Little Elm's identity  
**Staff Contact:** Jennette Espinosa, EDC Executive Director

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**AGENDA ITEM:**

Consider Action to Approve **Resolution No 0206202401 of the Town of Little Elm, Texas, Determining the Costs of certain Additional Authorized Improvements to be Financed within the Spiritas East Public Improvement District; will approve a Preliminary Service Plan and Assessment Plan, including a Proposed Improvement Assessment Roll - Additional Authorized Improvements; Directing the filing of the Proposed Assessment Roll with the Town Secretary; and Providing for Noticing and Calling a Public Hearing on February 20, 2024, to Consider an Ordinance Levying Assessments on Property located within the Spiritas Each Public Improvement District; Directing the Filing of the Proposed Assessment Roll with the Town Secretary to make available for Public Inspection; Directing Town Staff to publish and mail Notice, of said Public Hearing; and Resolving Other Matters Incident and Related Thereto.**

**DESCRIPTION:**

The PID is presently located within the Town and contains approximately 44 acres of land and is projected to consist of 146 single family residential units, to be developed as a singular development phase.

The Additional Authorized Improvements benefit the entire PID. The costs of the Additional Authorized Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of Equivalent Units.

The Additional Authorized Improvements descriptions are presented below as provided by the project engineer. The costs of the Additional Authorized Improvements are shown in Table III-A. The costs shown in Table III-A are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID which include road improvements, water improvements, sanitary sewer improvements, and storm drainage improvements.

The Additional Authorized Improvements include right-of-way acquisitions as provided by the

project engineer. These costs were not included in the initial cost estimates at the time the Assessments described on the Assessment Roll – Initial Authorized Improvements were levied. In light of this error, a supplemental assessment is being levied to correct this mistake and in order to pay for these costs. The costs of the Authorized Improvements (including the Initial Authorized Improvements) are shown in Table III-A.

Currently, the original leverage for the property within the PID is as follows:

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per \$100 Lot Value)	Tax Rate Equivalent (per \$100 Home Value)
Lot Type 1 (50 Ft)	29	\$130,000	\$500,000	\$3,030.34	\$2.33	\$0.6061
Lot Type 2 (40 Ft)	117	\$80,000	\$360,000	\$2,181.85	\$2.73	\$0.6061

Following the assessment identified in the Assessment Roll – Additional Authorized Improvements, the overall leverage for the property within the PID is expected to be:

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per \$100 Lot Value)	Tax Rate Equivalent (per \$100 Home Value)
Lot Type 1 (50 Ft)	29	\$130,000	\$500,000	\$3,438	\$2.64	\$0.6876
Lot Type 2 (40 Ft)	117	\$80,000	\$360,000	\$2,475	\$3.09	\$0.6876

#### **BUDGET IMPACT:**

The preliminary SAP outlines the districts costs associated with infrastructure brought into the Town by the Developer to service this area. These costs are then passed to the homeowners in the form of an annual property levy assessment that is detailed out in the preliminary SAP. The costs the Town incurs for administering the PID and will be reimbursed through administrative fees captured in the levy assessments.

#### **RECOMMENDED ACTION:**

Staff recommends approval.

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#### **Attachments**

Resolution No. 0206202401

**TOWN OF LITTLE ELM, TEXAS**

**RESOLUTION NO. 0206202401**

**A RESOLUTION OF THE TOWN OF LITTLE ELM, TEXAS DETERMINING THE COSTS OF CERTAIN ADDITIONAL AUTHORIZED IMPROVEMENTS TO BE FINANCED BY THE SPIRITAS EAST PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY SERVICE AND ASSESSMENT PLAN, INCLUDING A PROPOSED ASSESSMENT ROLL – ADDITIONAL AUTHORIZED IMPROVEMENTS; CALLING A REGULAR MEETING AND NOTICING A PUBLIC HEARING FOR *FEBRUARY 20, 2024* TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN THE SPIRITAS EAST PUBLIC IMPROVEMENT DISTRICT; DIRECTING THE FILING OF THE PROPOSED ASSESSMENT ROLL – ADDITIONAL AUTHORIZED IMPROVEMENTS WITH THE TOWN SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; DIRECTING TOWN STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.**

**RECITALS**

**WHEREAS**, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the “Act”) authorizes the governing body (the “Town Council”) of the Town of Little Elm, Texas (the “Town”) to create a public improvement district within the Town and within the extraterritorial jurisdiction of the Town (the “ETJ”); and

**WHEREAS**, on November 16, 2021, the Town Council conducted a public hearing to consider a petition received by the Town titled “Petition for the Creation of a Public Improvement District Within the Town of Little Elm, Texas for the Spiritas East Public Improvement District” requesting the creation of a public improvement district; and

**WHEREAS**, on November 16, 2021, the Town Council approved Resolution No. 1116202103 (the “Authorization Resolution”), authorizing, establishing, and creating the Spiritas Ranch Public Improvement District (the “District”); and

**WHEREAS**, the Town authorized the creation of the District and the issuance of up to \$5,000,000.00 in bonds for the District to finance certain public improvements authorized by the Act for the benefit of the property within the District (the “Authorized Improvements”); and

**WHEREAS**, the Town Council and the Town staff have been presented a “Spiritas East Public Improvement District Preliminary Service and Assessment Plan”, including a proposed assessment roll

attached thereto as Appendix H (the “Proposed Assessment Roll”), dated February 6, 2024 (collectively, the “Preliminary SAP”), a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes; and

**WHEREAS**, the Preliminary SAP sets forth the estimated total costs of certain Additional Authorized Improvements (as defined in the Preliminary SAP) to be financed by assessments levied against property within the District and the Proposed Assessment Roll states the assessments proposed to be levied against each parcel of land in the District as determined by the method of assessment chosen by the Town; and

**WHEREAS**, the Act requires that the Proposed Assessment Roll be filed with the Town Secretary of the Town (the “Town Secretary”) and be subject to public inspection; and

**WHEREAS**, the Act requires that a public hearing (the “Assessment Hearing”) be called to consider proposed assessments and requires the Town Council to hear and pass on any objections to the proposed assessments at, or on the adjournment of, the Assessment Hearing; and

**WHEREAS**, the Act requires that notice of the Assessment Hearing be mailed to property owners liable for assessment and published in a newspaper of general circulation in the Town and in the part of the Town’s ETJ in which the District is located or in which the Authorized Improvements are to be undertaken before the tenth (10th) day before the date of the Assessment Hearing.

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

**SECTION 1.** THAT the recitals set forth above in this Resolution are true and correct and are hereby adopted as findings of the Town Council and are incorporated into the body of this Resolution as if fully set forth herein.

**SECTION 2.** THAT the Town Council does hereby accept the Preliminary SAP for the District, including the Proposed Assessment Roll, a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Preliminary SAP.

**SECTION 3.** THAT the Town Council hereby determines that the total costs of the Additional Authorized Improvements to be financed by the District are as set forth in Table IV-A.2 of the Preliminary SAP.

**SECTION 4.** THAT the Town Council's final determination and approval of the costs of the Additional Authorized Improvements, or any portion thereof, shall be subject to and contingent upon Town Council approval of a final Service and Assessment Plan which will include the final Assessment Roll, after the properly noticed and held Assessment Hearing.

**SECTION 5.** THAT the Proposed Assessment Roll states the assessment proposed to be levied against each parcel of land in the District as determined by the method of assessment chosen by the Town in the Authorization Resolution and as more fully described in the Preliminary SAP.

**SECTION 6.** THAT the Town Council hereby authorizes and directs the filing of the Proposed Assessment Roll with the Town Secretary and the same shall be available for public inspection.

**SECTION 7.** THAT the Town Council hereby authorizes, and calls, a meeting and a public hearing (the Assessment Hearing as defined above) to be held on *February 20, 2024 at or after 6:00 p.m. at Little Elm Town Hall, 100 W. Eldorado Pkwy, Little Elm, Texas 75068*, at which the Town Council shall, among other actions, hear and pass on any objections to the proposed assessments; and, upon the adjournment of the Assessment Hearing, the Town Council will consider ordinance levying the assessments as special assessments on property within the District that benefit from the Additional Authorized Improvements (which ordinance shall specify the method of payment of the assessments).

**SECTION 8.** THAT the Town Council hereby authorizes and directs the Town Secretary to publish notice of the Assessment Hearing to be held on *February 20, 2024*, in substantially the form attached hereto as **Exhibit B** and incorporated herein for all purposes, in a newspaper of general circulation in the Town and in the part of the Town's ETJ in which the District is located or in which the Authorized Improvements are to be undertaken, on or before February 8, 2024, which is before the tenth (10th) day before the date of the Assessment Hearing, as required by Section 372.016(b) of the Act.

**SECTION 9.** THAT when the Proposed Assessment Roll is filed with the Town Secretary, the Town Council hereby authorizes and directs the Town Secretary to mail to owners of property liable

for assessment notice of the Assessment Hearing to be held on *February 20, 2024*, on or before February 8, 2024, as required by Section 372.016(c) of the Act.

***SECTION 10.*** THAT Town staff is authorized and directed to take such other actions as are required (including, but not limited to, notice of the public hearing as required by the Texas Open Meetings Act) to place the public hearing on the agenda for the *February 20, 2024* meeting of the Town Council.

***SECTION 11.*** THAT this Resolution shall become effective from and after its date of passage in accordance with law.

*[Remainder of page intentionally left blank; signatures follow]*

**PASSED AND APPROVED** on this the 6th day of February, 2024.

ATTEST:

\_\_\_\_\_  
Curtis J. Cornelious, Mayor

\_\_\_\_\_  
Caitlan Biggs, Town Secretary

\_\_\_\_\_  
Matt Mueller, Town Manager

APPROVED AS TO FORM:

\_\_\_\_\_,  
Robert Brown, Town Attorney



## **EXHIBIT A**

### **PRELIMINARY SERVICE AND ASSESSMENT PLAN**

# SPIRITAS EAST PUBLIC IMPROVEMENT DISTRICT

TOWN OF LITTLE ELM, TEXAS

## PRELIMINARY SERVICE AND ASSESSMENT PLAN

December 21, 2021 and updated for Additional Authorized  
Improvements February 6, 2024

**PREPARED BY:**

**MUNICAP, INC.**  
— PUBLIC FINANCE —

# SPIRITAS EAST PUBLIC IMPROVEMENT DISTRICT

## PRELIMINARY SERVICE AND ASSESSMENT PLAN

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## ***I. PLAN DESCRIPTION AND DEFINED TERMS***

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### **A. INTRODUCTION**

On November 16, 2021 (the “Creation Date”) the Town Council (the “Town Council”) of the Town of Little Elm, Texas (the “Town”) passed and approved Resolution No. 1116202103 approving and authorizing the creation of the Spiritas East Public Improvement District (the “PID”) to finance the costs of certain public improvements for the benefit of property in such public improvement district (the “Authorized Improvements”), all of which is located within the Town.

The property in the PID is proposed to be developed as one phase, and the PID will finance public improvements as the property is developed. Assessments will be imposed on the property that receives a special benefit from the Authorized Improvement’s for the public improvements to be constructed.

Chapter 372 of the Texas Local Government Code, the “Public Improvement District Assessment Act” (as amended, the “PID Act”), governs the creation and operation of public improvement districts within the State of Texas. The Spiritas East Public Improvement District Service and Assessment Plan (the “Service and Assessment Plan”) has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan “must (i) cover a period of at least five years; (ii) define the annual indebtedness and the projected costs for improvements; and (iii) include a copy of the notice form required by Section 5.014, Property Code.” The service plan is described in Section IV of this Service and Assessment Plan. The copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, is attached hereto as Appendix E.

Section 372.014 of the PID Act requires that “an assessment plan must be included in the annual service plan.” The assessment plan is described in Section V of this Service and Assessment Plan.

Section 372.015 of the PID Act requires that “the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district.” The method of assessing the Authorized Improvement Costs and apportionment of such costs to the property in the PID is included in Section V of this Service and Assessment Plan.

Section 372.016 of the PID Act requires that “after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter.” The Assessment Rolls for the PID are included in this Service and Assessment Plan as Appendix G and Appendix H. The combined projected Annual Installments expected to be collected from the Assessed Property are included in this Service and Assessment Plan as Appendix I. The Assessments as shown on the Assessment Rolls are based on the method of assessment and apportionment of costs described in Section V of this Service and Assessment Plan.

## B. DEFINITIONS

Capitalized terms used herein shall have the meanings ascribed to them as follows:

**“Actual Cost(s)”** means, with respect to an Authorized Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement, as specified in a payment request in a form that has been reviewed and approved by the Town. Actual Cost may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Authorized Improvement, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs for external professional costs associated with such Authorized Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes (e) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and material men in connection with the acquisition, construction or implementation of the Authorized Improvements, (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal, and consulting fees, financing charges, taxes, governmental fees and charges (including inspection fees, Town permit fees, development fees), insurance premiums, miscellaneous expenses.

Actual Costs include general contractor’s fees in an amount up to a percentage equal to the percentage of work completed and accepted by the Town or construction management fees in an amount up to five percent of the eligible Actual Costs described in a payment request in a form that has been reviewed and approved by the Town. The amounts expended on legal costs, taxes, governmental fees, insurance premiums, permits, financing costs, and appraisals shall be excluded from the base upon which the general contractor and construction management fees are calculated.

**“Additional Interest”** means the 0.50% additional interest rate charged on Assessments (if applicable) pursuant to Section 372.018 of the PID Act.

**“Additional Authorized Improvements”** mean the Additional Authorized Improvements which only benefit the Assessed Property, which are described in Section III.B and funded pursuant to the Additional Authorized Improvements Reimbursement Agreement.

**“Additional Authorized Improvements Reimbursement Agreement”** means that certain Additional Authorized Improvements Reimbursement Agreement dated as of February 20, 2024 by and between the Town and the Developer in which the Developer agrees to fund certain Actual Costs of Additional Authorized Improvements and the Town agrees to reimburse the Developer with interest as permitted by the PID Act solely from Assessment Revenues collected in connection with the Additional Authorized Improvements, and in all instances, on a subordinate basis to the Series 2022 PID Bonds, for a portion of such Actual Costs funded by the Developer for Additional Authorized Improvements constructed and accepted by the Town for the benefit of the Assessed Property.

**“Additional Interest Component”** means the amount collected by application of the Additional Interest.

**“Additional Interest Reserve”** has the meaning set forth in Section V.F of this Service and Assessment Plan.

**“Administrative Expenses”** mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the PID, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the Bonds, (v) issuing, paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to the Bonds, (viii) the Trustee fees and expenses relating to the Bonds, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds or any other cost of issuance associated with the bonds. Administrative Expenses collected and not expended for actual Administrative Expenses shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

**“Administrator”** means the employee or designee of the Town, identified in any indenture of trust relating to a series of Bonds or identified in any other agreement approved by the Town Council, who shall have the responsibilities provided for herein.

**“Annual Installment”** means, with respect to each Parcel, each annual payment of: (i) the Assessments including any applicable interest, as shown on the Assessment Rolls attached hereto as Appendix G and Appendix H, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) the Administrative Expenses, and (iii) the Additional Interest described in Section V.F. of this Service and Assessment Plan.

**“Annual Service Plan Update”** has the meaning set forth in the second paragraph of Section IV of this Service and Assessment Plan.

**“Assessed Property”** means any property that benefits from the Authorized Improvements within the PID on which Assessments have been imposed as shown in an Assessment Roll, as such Assessment Roll is updated each year by the Annual Service Plan Update. Assessed Property includes Parcels within the PID other than Non-Benefited Property.

**“Assessment”** means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years and amounts collected to pay Administrative Expenses and interest on all Assessments.

**“Assessment Ordinance”** means an Assessment Ordinance adopted by the Town Council approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan) and levying the Assessments.

**“Assessment Revenues”** mean the revenues received by or on behalf of the Town from the collection of Assessments.

**“Assessment Roll”** or **“Assessment Rolls”** means collectively or separately, as applicable, the Assessment Rolls included in this Service and Assessment Plan as Appendix G and Appendix H, or any other Assessment Rolls in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update, as each may be updated, modified, or amended from time to time in accordance with the procedures set forth in this Service and Assessment Plan and in the PID Act.

**“Authorized Improvements”** mean those public improvements described in Appendix B of this Service and Assessment Plan and Section 372.003 of the PID Act, acquired, constructed and installed in accordance with this Service and Assessment Plan, including the Initial Authorized Improvements and Additional Authorized Improvements, and any future updates and/or amendments.

**“Authorized Improvement Costs”** mean the Actual Costs or the Budgeted Costs, as applicable, of all or any portion of the Authorized Improvements, including the Initial Authorized Improvements and Additional Authorized Improvements, as shown in Appendix B.

**“Bonds”** mean any bonds, including the Series 2022 PID Bonds, issued in one or more series for financing the Initial Authorized Improvements and secured in whole or in part by the Assessment Revenues levied in connection with the Initial Authorized Improvements.

**“Budgeted Cost(s)”** means the amounts budgeted to construct the Authorized Improvements as used in the preparation of this Service and Assessment Plan.

**“Certification for Payment”** means the certificate to be provided by the Developer, or his designee, to substantiate the Actual Cost of one or more Authorized Improvements, which may be in segments or sections.

**“County”** means Denton County, Texas.

**“Delinquent Collection Costs”** mean interest, penalties and expenses incurred or imposed with respect to any delinquent installment of an Assessment in accordance with the PID Act and the



costs related to pursuing collection of a delinquent Assessment and foreclosing the lien against the Assessed Property, including attorney's fees.

**“Developer”** means MM Little Elm 43, LLC, a Texas limited liability company and its successors and assigns.

**“Development Agreement”** means that certain Spiritas East Development Agreement relating to the PID executed by and between the Developer and the Town effective November 16, 2021, as the same may be amended from time to time.

**“Equivalent Units”** mean, as to any Parcel the number of dwelling units by lot type expected to be built on the Parcel multiplied by the factors calculated and shown in Appendix F attached hereto.

**“Homeowner Association”** means a homeowners' association or property owners' association established for the benefit of property owners within the PID.

**“Homeowner Association Property”** means property within the PID owned by or irrevocably offered for dedication to, whether in fee simple or through an easement, a Homeowners' Association established for the benefit of a group of homeowners or property owners within the PID.

**“Initial Authorized Improvements”** mean the Initial Authorized Improvements which only benefit the Assessed Property, which are described in Section III.B and funded with the Series 2022 PID Bonds.

**“Lot”** means a tract of land described as a “lot” in a subdivision plat recorded in the official public records of the County.

**“Lot Type”** means a classification of final building lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, etc.), as determined by the Administrator and confirmed by the Town Council. In the case of single family residential lots, the Lot Type shall be further defined by classifying the residential lots by the estimated final average home value for each lot as of the date of the recorded subdivision plat, considering factors such as density, lot size, proximity to amenities, view premiums, location, and any other factors that may impact the average home value on the lot, as determined by the Administrator and confirmed by the Town Council.

**“Maximum Assessment Per Unit”** means an Assessment per unit for each applicable Lot Type as follows:

Lot Type 1 (50 Ft Lot) - \$44,154.01

Lot Type 2 (40 Ft Lot) - \$31,790.89

**“MSUD”** means Mustang Special Utility District.

**“Non-Benefited Property”** means Parcels that accrue no special benefit from the Authorized Improvements, including Homeowner Association Property, Public Property and easements that create an exclusive use for a public utility provider. Property identified as Non-Benefited Property at the time the Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel, is not assessed. Assessed Property converted to Non-Benefited Property, if the Assessments may not be reallocated pursuant to the provisions herein, remains subject to the Assessments and requires the Assessments to be prepaid as provided for in Section VI.E.

**“Parcel” or “Parcels”** means a parcel or parcels within the PID identified by either a tax map identification number assigned by the Denton Central Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the official public records for real property in Denton County.

**“PID”** has the meaning set forth in Section I.A. of this Service and Assessment Plan.

**“PID Act”** means Texas Local Government Code Chapter 372, Public Improvement District Assessment Act, Subchapter A, Public Improvement Districts, as amended.

**“Prepayment Costs”** mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment allowed by applicable law, reasonably expected to be incurred by or imposed upon the Town as a result of any prepayment of an Assessment.

**“Public Property”** means property, right of way and easements within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, Denton County, the Town, a school district or any other public agency or political subdivision, whether in fee simple or through an exclusive use easement.

**“Series 2022 PID Bonds”** mean those certain Town of Little Elm Texas, Special Assessment Revenue Bonds, Series 2022 (Spiritas East Public Improvement District) that are secured primarily by the Assessment Revenues levied in connection with the Initial Authorized Improvements.

**“Service and Assessment Plan”** means this Service and Assessment Plan prepared for the PID pursuant to the PID Act, as the same may be amended from time to time.

**“Town”** means the Town of Little Elm, Texas.

**“Town Council”** means the duly elected governing body of the Town.

**“Trust Indenture”** means an indenture of trust, ordinance or similar document setting forth the terms and other provisions relating to the Bonds, as modified, amended, and/or supplemented from time to time.

**“Trustee”** means the fiscal agent or trustee as specified in a Trust Indenture, including a substitute fiscal agent or trustee.

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## ***II. PROPERTY INCLUDED IN THE PID***

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### **A. PROPERTY INCLUDED IN THE PID**

The PID is presently located within the Town and contains approximately 38.468 acres of land. A map of the property within the PID is shown on Appendix A and described in Appendix C to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 146 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID. The estimated number of lots and the classification of each lot are based upon the proposed development plan.

The property within the PID is proposed to be developed as follows:

**Table II-A**  
**Proposed Development within the PID**

<b>Proposed Development</b>	<b>Quantity</b>	<b>Measurement</b>
Single-Family - 50 Ft	29	Units
Single-Family - 40 Ft	117	Units
<b>Total</b>	<b>146</b>	<b>Units</b>

The estimated number of units at the build-out of the PID is based on the land use approvals for the property, the anticipated subdivision of property in the PID, and the Developer's estimate of the highest and best use of the property within the PID.

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### ***III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS***

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#### **A. AUTHORIZED IMPROVEMENT OVERVIEW**

##### 372.003. Authorized Improvements

(a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.

(b) A public improvement may include:

- (i) landscaping;
- (ii) erection of fountains, distinctive lighting, and signs;
- (iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;
- (iv) construction or improvement of pedestrian malls;
- (v) acquisition and installation of pieces of art;
- (vi) acquisition, construction, or improvement of libraries;
- (vii) acquisition, construction, or improvement of off-street parking facilities;
- (viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;
- (ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;
- (x) the establishment or improvement of parks;
- (xi) projects similar to those listed in Subdivisions (i)-(x);
- (xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;
- (xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;
- (xiv) payment of expenses incurred in the establishment, administration and operation of the district; and
- (xv) the development, rehabilitation, or expansion of affordable housing

After analyzing the public improvement projects authorized by the PID Act, the Town has determined at this time to undertake only Authorized Improvements listed in Section III.B. on the following page and shown in the opinion of probable costs included as Appendix B and on the

diagrams included as Appendix D for the benefit of the Assessed Property. Any change to the list of Authorized Improvements will require the approval of the Town and an update to this Service and Assessment Plan.

## **B. DESCRIPTIONS AND COSTS OF THE INITIAL AUTHORIZED IMPROVEMENTS AND THE ADDITIONAL AUTHORIZED IMPROVEMENTS**

### *Initial Authorized Improvements*

The descriptions of the Initial Authorized Improvements are presented below. The Budgeted Costs are shown in Table III-A and may be revised in an Annual Service Plan Update as needed.

A description of the Initial Authorized Improvements are as follows:

#### Roadway Improvements

The roadway improvements within the PID consist of the construction of road improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices, which benefit the Assessed Property. All roadway improvements will be designed and constructed in accordance with Town standards and specifications and will be owned and maintained by the Town.

#### Water Improvements

The water improvements within the PID consist of construction and installation of a looped water main network, waterlines, mains, pipes, valves, and appurtenances, necessary for the portion of the water distribution system that will service the Assessed Property. The water improvements will be designed and constructed according to MSUD and Town standards and will be owned and operated by the MSUD.

#### Sanitary Sewer Improvements

The wastewater improvements within the PID consist of construction and installation of various sized gravity sewer lines, pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to Assessed Property. The sanitary sewer improvements will be designed and constructed according to MSUD and Town standards and specifications and will be owned and operated by the MSUD.

#### Storm Drainage Improvements

The storm drainage improvements within the PID consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts, which benefit the Assessed Property. The storm drainage collection system improvements will be designed and constructed in accordance with Town standards and specifications and will be owned and maintained by the Town.

### Soft and Miscellaneous Costs

The soft and miscellaneous costs include costs related to designing, constructing, and installing the Initial Authorized Improvements including land planning and design, town fees, engineering, soil testing, survey, construction management, contingency, district formation costs, legal fees, consultant fees, and other similar costs.

### Additional Authorized Improvements

The descriptions of the Additional Authorized Improvements are presented below. The Budgeted Costs are shown in Table III-A and may be revised in an Annual Service Plan Update as needed.

A description of the Additional Authorized Improvements are as follows:

### Right-of Way

The Additional Authorized Improvements include internal right-of-way acquisition as provided by the project engineer.

### Soft and Miscellaneous Costs

The soft and miscellaneous costs include costs related to designing, constructing, and installing the Additional Authorized Improvements including land planning and design, town fees, engineering, soil testing, survey, construction management, contingency, district formation costs, legal fees, consultant fees, and other similar costs.

The Budgeted Costs of the Authorized Improvements shown in Table III-A may be revised in Annual Service Plan Updates. Savings from one line item may be applied to a cost increase in another line item. These savings may be applied only to increases in costs of the Authorized Improvements (i.e., the improvements for the benefit of property within the PID). Additional details of the Authorized Improvements are shown in Appendix B attached to this Service and Assessment Plan. The method of cost allocation is explained in Section V.C.

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**Table III-A**  
**Budgeted Authorized Improvement Costs**

<b>Description</b>	<b>Initial Authorized Improvements</b>	<b>Additional Authorized Improvements</b>	<b>Total</b>
Roadway improvements	\$1,777,602	\$0	\$1,777,602
Water improvements	\$422,136	\$0	\$422,136
Sanitary sewer improvements	\$644,200	\$0	\$644,200
Storm drainage improvements	\$681,241	\$0	\$681,241
Other soft and miscellaneous costs	\$760,499	\$34,500	\$794,999
ROW Acquisition	\$0	\$990,000	\$990,000
<b>Total Authorized Improvements</b>	<b>\$4,285,678</b>	<b>\$1,024,500</b>	<b>\$5,310,178</b>

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## ***IV. SERVICE PLAN***

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### **A. PROJECTED SOURCES AND USES OF FUNDS**

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five year period. It is anticipated that the Initial Authorized Improvements will be completed and accepted by the City in the 1<sup>st</sup> quarter of 2024. It is anticipated that the Additional Authorized Improvements will be completed and accepted by the City in the 1<sup>st</sup> quarter of 2024.

The Budgeted Costs for the Initial Authorized Improvements plus costs related to the issuance of the Series 2022 PID Bonds and payment of expenses incurred in the establishment, administration and operation of the PID are \$5,294,907 as shown in Table IV-A.1.

The Budgeted Costs for the Additional Authorized Improvements are \$1,024,500 as shown in Table IV-A.2. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the Actual Costs of the Authorized Improvements, and updating any Assessment Roll. Any update to this Service and Assessment Plan is herein referred to as an “Annual Service Plan Update.”

Table IV-A.1 shows the projected sources and uses of funds for the Initial Authorized Improvements.

The Series 2022 PID Bonds shown in Table IV-A.1 were issued in 2022 and will be used to finance the Authorized Improvement Costs of the Initial Authorized Improvements.

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**Table IV-A.1**  
**Projected Sources and Uses – Initial Authorized Improvements**

<b>Sources of Funds</b>	<b>Total</b>
Par amount	\$4,650,000
Plus: original issue discount	(\$19,098)
Other funding sources <sup>(1)</sup>	\$664,006
<b>Total Sources</b>	<b>\$5,294,907</b>
<b>Uses of Funds</b>	
<i>Initial Authorized Improvement<sup>(2)</sup>:</i>	
Roadway improvements	\$1,777,602
Water improvements	\$422,136
Sanitary sewer improvements	\$644,200
Storm drainage improvements	\$681,241
Other soft and miscellaneous costs	\$760,499
<i>Subtotal</i>	<i>\$4,285,678</i>
<i>Bond Issuance Costs:</i>	
Cost of issuance	\$265,150
Capitalized interest	\$286,562
Reserve fund	\$278,018
Administrative expense	\$40,000
Underwriter's discount	\$139,500
<i>Subtotal</i>	<i>1,009,229</i>
<b>Total Uses</b>	<b>\$5,294,907</b>

<sup>1</sup>Funds were deposited by the developer at the time of the closing of the Series 2022 Bonds to complete the Initial Authorized Improvements and which will not be reimbursed to the developer.

<sup>2</sup>See Table III-A for details.

The Additional Authorized Improvements Reimbursement Agreement shown in Table IV-A.2, is anticipated to be executed in 2024 between the Town and the Developer to finance Authorized Improvement Costs of the Additional Authorized Improvements. The Town is not under any obligation to issue Bonds to replace or refinance the Additional Authorized Improvements Reimbursement Agreement.

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**Table IV-A.2**  
**Projected Sources and Uses – Additional Authorized Improvements**

<b>Sources of Funds</b>	<b>Additional Authorized Improvements Reimbursement Agreement</b>
Par amount	\$350,000
Other funding sources <sup>(1)</sup>	\$674,500
<b>Total Sources</b>	<b>\$1,024,500</b>
<b>Uses of Funds</b>	
<i>Additional Authorized Improvements <sup>(2)</sup>:</i>	
ROW Acquisition	\$990,000
<i>Subtotal Additional Authorized Improvements</i>	<i>\$990,000</i>
<i>Other soft and miscellaneous costs</i>	
<i>Soft and miscellaneous costs</i>	<i>\$34,500</i>
<i>Subtotal Other soft and miscellaneous costs</i>	<i>\$34,500</i>
<b>Total Uses</b>	<b>\$1,024,500</b>

<sup>1</sup>See Table III-A for details.

## **B. PROJECTED FIVE -YEAR SERVICE PLAN**

The annual projected costs and annual projected indebtedness for the Initial Authorized Improvements are shown in Table IV-B.1. The annual projected costs and indebtedness are subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

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**Table IV-B.1**

**Annual Projected Costs and Annual Projected Indebtedness  
Initial Authorized Improvements**

<b>Year</b>	<b>Annual Projected Cost</b>	<b>Annual Projected Indebtedness</b>	<b>Sources other than PID Bonds<sup>(1)</sup></b>	<b>Projected Annual Installments</b>
2022	\$5,294,907	\$4,650,000	\$664,006	\$0
2023	\$0	\$0	\$0	\$64,050
2024	\$0	\$0	\$0	\$342,611
2025	\$0	\$0	\$0	\$342,618
2026	\$0	\$0	\$0	\$343,530
2027	\$0	\$0	\$0	\$343,308
<b>Total</b>	<b>\$5,294,907</b>	<b>\$4,650,000</b>	<b>\$664,006</b>	<b>\$1,436,117</b>

<sup>1</sup>Funds were deposited by the developer at the time of the closing of the Series 2022 Bonds to complete the Initial Authorized Improvements and which will not be reimbursed to the developer.

The annual projected costs shown in Table IV-B.1 are the annual expenditures relating to the Initial Authorized Improvements shown in Table III-A, the costs associated with creating the PID and costs of issuing the Series 2022 PID Bonds, including reserves shown in Table IV-A.1. The difference between the annual projected cost and the annual projected indebtedness, if any, represents an amount funded by the Developer.

The annual projected costs and annual projected indebtedness for the Additional Authorized Improvements are shown in Table IV-B.2. The annual projected costs and indebtedness are subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

**Table IV-B.2**

**Annual Projected Costs and Annual Projected Indebtedness  
Additional Authorized Improvements**

<b>Year</b>	<b>Annual Projected Cost</b>	<b>Annual Projected Indebtedness</b>	<b>Sources other than PID Bonds</b>	<b>Projected Annual Installments</b>
2024	\$1,024,500	\$350,000	\$674,500	\$0
2025	\$0	\$0	\$0	\$47,845
2026	\$0	\$0	\$0	\$47,791
2027	\$0	\$0	\$0	\$47,746
2028	\$0	\$0	\$0	\$47,708
2029	\$0	\$0	\$0	\$48,679
2030	\$0	\$0	\$0	\$48,602
<b>Total</b>	<b>\$1,024,500</b>	<b>\$350,000</b>	<b>\$674,500</b>	<b>\$288,372</b>

The annual projected costs shown in Table IV-B.2 are the annual expenditures relating to the Additional Authorized Improvements shown in Table III-A. The difference between the annual projected cost and the annual projected indebtedness, if any, represents an amount funded by the Developer.

### **C. PID ASSESSMENT NOTICE**

The PID Act requires that this Service and Assessment Plan, and each Annual Service Plan Update, include a copy of the Notice form (required by Section 5.014 of the Texas Property Code). The PID Assessment Notice is attached hereto as Appendix E and may be updated in an Annual Service Plan Update.

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## ***V. ASSESSMENT PLAN***

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### **A. INTRODUCTION**

The PID Act requires the Town Council to apportion the costs of the Authorized Improvements on the basis of special benefits conferred upon the property because of the Authorized Improvements. The PID Act provides that the costs of the Authorized Improvements may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

For purposes of this Service and Assessment Plan, the Town Council has determined that the Budgeted Costs of the Initial Authorized Improvements and Additional Authorized Improvements shall be allocated as described below:

1. The costs of the Initial Authorized Improvements and Additional Authorized Improvements shall be allocated on the basis of Equivalent Units once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly benefited.
2. The Town Council has concluded that larger more expensive homes are likely to be built on the larger lots, and that larger more expensive homes are likely to make greater use of and receive greater benefit from the Initial Authorized Improvements and Additional Authorized Improvements. In determining the relative values of Parcels, the Town Council has taken into consideration (i) the type of development (i.e., residential, commercial, etc.), (ii) single-family lot sizes and the size of homes likely to be built on lots of different sizes, (iii) current and projected home prices provided by the Developer, (iv) the Initial Authorized Improvements and Additional Authorized Improvements to be provided and the estimated costs, and (v) the ability of different property types to utilize and benefit from the Initial Authorized Improvements and Additional Authorized Improvements.
3. The Assessed Property is classified into different Lot Types as described in Appendix F based on the type and size of proposed development on each Parcel.
4. Equivalent Units are calculated for each Lot Type based on the relative value of each Lot Type.

This section of this Service and Assessment Plan (i) describes the special benefit received by each Parcel within the Assessed Property as a result of the Initial Authorized Improvements and Additional Authorized Improvements, (ii) provides the basis and justification for the determination that this special benefit equals or exceeds the amount of the Assessments to be

levied on the Assessed Property, and (iii) establishes the methodologies by which the Town Council allocates and reallocates the special benefit of the Initial Authorized Improvements and Additional Authorized Improvements, to the Assessed Property in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to the Assessed Property similarly benefited. The determination by the Town Council of the assessment methodologies set forth below is the result of the discretionary exercise by the Town Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

## **B. SPECIAL BENEFIT**

Assessed Property must receive a direct and special benefit from the Authorized Improvements, and this benefit must be equal to or greater than the amount of the Assessments. The Authorized Improvements are provided specifically for the benefit of the Assessed Property. The Authorized Improvements (more particularly described in line-item format in Appendix B to this Service and Assessment Plan) and the costs of issuance and payment of costs incurred in the establishment of the PID, as applicable, shown in Table IV-A.1 and Table IV-A.2 are authorized by the PID Act. These Authorized Improvements are provided specifically for the benefit of the Assessed Property.

Each owner of the Assessed Property has acknowledged or will acknowledge that the Authorized Improvements confer a special benefit on the Assessed Property and has consented or will consent to the imposition of the Assessments to pay for the Actual Costs associated therewith. Each of the owners is acting in its interest in consenting to this apportionment and levying of the Assessments because the special benefit conferred upon the Assessed Property by the Authorized Improvements exceeds the amount of the Assessments.

The Authorized Improvements provide a special benefit to the Assessed Property as a result of the close proximity of these improvements to the Assessed Property and the specific purpose of these improvements of providing infrastructure for the Assessed Property. In other words, the Assessed Property could not be used in the manner proposed without the construction of the Authorized Improvements. The Authorized Improvements are being provided specifically to meet the needs of the Assessed Property as required for the proposed use of the property.

The Assessments are being levied to provide the Authorized Improvements are required for the highest and best use of the Assessed Property (i.e., the use of the property that is most valuable, including any costs associated with that use). Highest and best use can be defined as “the reasonably probable and legal use of property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.” (*Dictionary of Real Estate Appraisal, Third Edition.*) The Authorized Improvements are expected to be required for the proposed use of the Assessed Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

The Developer has evaluated the potential use of the property and has determined that the highest and best use of the property is the use intended and the legal use for the property as described in

Section II of this Service and Assessment Plan. The use of the Assessed Property as described herein will require the construction of the Authorized Improvements.

The special assessments will repay financing that is on advantageous terms, as the Bonds issued to finance the Authorized Improvements will pay interest that is exempt from federal income tax. As a result, all other terms being equal (e.g., maturity, fixed vs. variable rate, credit quality), the tax-exempt bonds will have a lower interest rate than debt that is not tax-exempt. The Bonds also have a longer term than other available financings and may either be repaid or assumed by a buyer at the buyer's option. As a result of these advantageous terms, the financing provided by the PID is the most beneficial means of financing the Authorized Improvements.

Each owner of the Assessed Property has or will ratify, confirm, accept, agree to and approve: (i) the determinations and finding by the Town Council as to the special benefits described in this Service and Assessment Plan and each Assessment Ordinance; (ii) the Service and Assessment Plan and each Assessment Ordinance, and (iii) the levying of Assessments on the Assessed Property. Use of the Assessed Property as described in this Service and Assessment Plan and as authorized by the PID Act requires that Authorized Improvements be acquired, constructed, installed, and/or improved. Funding the Actual Costs of the Authorized Improvements through the PID has been determined by the Town Council to be the most beneficial means of doing so. As a result, the Authorized Improvements result in a special benefit to the Assessed Property, and this special benefit exceeds the amount of the Assessment. This conclusion is based on and supported by the evidence, information, and testimony provided to the Town Council.

In summary, the Authorized Improvements result in a special benefit to the Assessed Property for the following reasons:

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property as a result;
2. The Developer has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the Developer is acting in its interest by consenting to this imposition;
3. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);
4. Financing of the costs of the Authorized Improvements through the PID is determined to be the most beneficial means of providing for the Authorized Improvements and,
5. As a result, the special benefit to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

### **C. ASSESSMENT METHODOLOGY**

The costs of the Authorized Improvements may be assessed by the Town Council against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the

Authorized Improvements equals or exceeds the Assessments. The costs of the Authorized Improvements may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

#### *1. Assessment Methodology for the Authorized Improvements*

For purpose of this Service and Assessment Plan, the Town Council has determined that the Budgeted Costs of the Initial Authorized Improvements and Additional Authorized Improvements to be financed with the Series 2022 PID Bonds and the Additional Authorized Improvements Reimbursement Agreement, respectively, shall be allocated to the Assessed Property by spreading the entirety of each Assessment across the Parcels based on the estimated Equivalent Units anticipated to be developed on each Parcel within the PID.

Based on the Budgeted Costs of the Initial Authorized Improvements and Additional Authorized Improvements, as set forth in Table III-A, the Town Council has determined that the benefit to the Assessed Property of the Authorized Improvements is at least equal to the Assessments levied on the Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated Equivalent Units at the time residential Lots are platted to the total estimated Equivalent Units of all Lots in the platted Parcel, as calculated and shown in Appendix F using the types, number and average home value of Lots anticipated to be developed on each Parcel.

The Assessment and Annual Installments for each Parcel or Lot located within the PID is shown on the Assessment Roll, attached as Appendix G and Appendix H, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

#### **D. ASSESSMENTS**

The Assessments have been or will be levied on each Parcel according to the Assessment Rolls, attached hereto as Appendix G and Appendix H. The Annual Installments of the Assessments will be collected at the time and in the amounts shown on the Assessment Rolls, subject to any revisions made during an Annual Service Plan Update. The combined projected Annual Installments expected to be collected from the Assessed Property is included in this Service and Assessment Plan as Appendix I.

See Appendix F for Assessment per unit, leverage, and estimated tax rate equivalent calculation details.

#### **E. ADMINISTRATIVE EXPENSES**

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Assessment levied against the Parcel. The



Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Rolls, which may be revised based on actual costs incurred in Annual Service Plan Updates.

#### **F. ADDITIONAL INTEREST RESERVE**

Pursuant to the PID Act, the interest rate for Assessments levied for the Initial Authorized Improvements may exceed the actual interest rate per annum paid on the related Series 2022 PID Bonds by no more than one half of one percent (0.50%) (the “Additional Interest”). The interest rate used to determine the Assessments levied for the Initial Authorized Improvements is one half of one percent (0.50%) per annum higher than the actual rate paid on the Series 2022 PID Bonds, with the Additional Interest Component of the Annual Installments allocated to fund a reserve to be used for paying interest associated with a prepayment and to offset any possible delinquency related costs (the “Additional Interest Reserve”). The Additional Interest Reserve shall be funded until it reaches 5.50% of the outstanding Series 2022 PID Bonds unless otherwise stipulated in the Series 2022 PID Bond documents. Once the Additional Interest Reserve is funded in full, the Town may allocate the Additional Interest Component of the Annual Installments as provided in the applicable Trust Indenture. No Additional Interest will be collected on any portion of an Assessment which secures a reimbursement obligation, including the obligation created under the Additional Authorized Improvements Reimbursement Agreement, and not a series of Bonds.

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## ***VI. TERMS OF THE ASSESSMENTS***

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### **A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN THE PID**

The Assessment and Annual Installments for each Assessed Property located within the PID is shown on the Assessment Roll – Initial Authorized Improvements and Assessment Roll – Additional Authorized Improvements, attached as Appendix G and Appendix H, respectively, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected from the Assessed Property in an amount sufficient to pay (i) principal and interest on the Series 2022 PID Bonds, (ii) principal and interest on the Additional Authorized Improvements Reimbursement Agreement, (iii) to fund the Additional Interest Reserve described in Section V, related to the Series 2022 PID Bonds, and (iv) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel in the PID shall be calculated by taking into consideration any available capitalized interest applicable to the Parcel.

### **B. REALLOCATION OF ASSESSMENTS**

#### **1. Subdivision**

Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be reallocated among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Assessment for each new subdivided Parcel
- B = the Assessment for the Parcel prior to subdivision
- C = the estimated total Equivalent Units to be built on each new subdivided Parcel
- D = the sum of the estimated total Equivalent units to be built on all of the new subdivided Parcels

The calculation of the estimated Equivalent Units to be built on a Parcel shall be performed by the Administrator and confirmed by the Town Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of Equivalent Units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed

such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the Town Council.

## **2. Consolidation**

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the Town Council.

### **C. MANDATORY PREPAYMENT OF ASSESSMENTS**

1. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the Town the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, prior to any such transfer or act.
2. If at any time the Assessment Per unit on a Parcel exceeds the applicable Maximum Assessment Per Unit shown in this Service and Assessment Plan as a result of any changes in land use, subdivision, consolidation or reallocation of the Assessment authorized by this Service and Assessment Plan and initiated by the owner of the Parcel, then such owner shall pay to the Town prior to the recordation of the document subdividing the Parcel the amount calculated by the Administrator by which the Assessment per unit for the Parcel exceeds the applicable Maximum Assessment Per Unit calculated in this Service and Assessment Plan.
3. The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the PID Act.

### **D. REDUCTION OF ASSESSMENTS**

1. If after all Initial Authorized Improvements and Additional Authorized Improvements to be funded with a series of the Series 2022 PID Bonds and/or the Additional Authorized Improvements Reimbursement Agreement, respectively, have been completed and Actual Costs for such Initial Authorized Improvements and Additional Authorized Improvements are less than the Budgeted Costs of the Initial Authorized Improvements and Additional Authorized Improvements used to calculate the Assessments securing such Series 2022 PID Bonds and/or the Additional Authorized Improvements Reimbursement Agreement, respectively, resulting in excess Series 2022 PID Bond proceeds being available to redeem Series 2022 PID Bonds and/or a need to reduce the obligation under the Additional Authorized

Improvements Reimbursement Agreement, as the case may be, and such excess Series 2022 PID Bond proceeds shall be applied to redeem Series 2022 PID Bonds as provided in the Indenture, or to reduce the obligation under the Additional Authorized Improvements Reimbursement Agreement, as provided in the Additional Authorized Improvement Reimbursement Agreement, then the Assessment securing such Series 2022 PID Bonds and/or Additional Authorized Improvements Reimbursement Agreement, for each Parcel of Assessed Property shall be reduced by the Town Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the actual reduced Actual Costs. The Assessments shall not be reduced to an amount less than the related outstanding Series 2022 PID Bonds and/or obligation under the Additional Authorized Improvements Reimbursement Agreement, respectively. If all of the Initial Authorized Improvements and Additional Authorized Improvements are not completed, the Town may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Initial Authorized Improvements and Additional Authorized Improvements completed.

2. If all the Initial Authorized Improvements and Additional Authorized Improvements are not undertaken, resulting in excess Series 2022 PID Bond proceeds being available to redeem Series 2022 PID Bonds and/or a need to reduce the obligations under the Additional Authorized Improvements Reimbursement Agreement, respectively, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the Town Council to reflect only the amounts required to repay the Series 2022 PID Bonds and/or repay obligations under the Additional Authorized Improvements Reimbursement Agreement, respectively, including interest on the Bonds and Administrative Expenses, and, in such event, any such excess bond proceeds shall be applied to redeem Series 2022 PID Bonds. The Town Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Initial Authorized Improvements and Additional Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on number of units, if determined by the Town Council to be the most fair and practical means of reducing the Assessments for each Parcel such that the sum of the resulting reduced Assessments equals the amount required to repay the Series 2022 PID Bonds and/or repay obligations under the Additional Authorized Improvements Reimbursement Agreement, respectively, including interest on the Bonds thereon and Administrative Expenses. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced principal portion of the Series 2022 PID Bonds and/or obligations under the Additional Authorized Improvements Reimbursement Agreement, respectively, is equal to the outstanding principal amount of the Bonds and/or the amounts outstanding under the Additional Authorized Improvements Reimbursement Agreement, respectively.

## **E. PAYMENT OF ASSESSMENTS**

### **1. Payment in Full**

- (a) The Assessment for any Parcel may be paid in full at any time. Such payment shall include all Prepayment Costs. If prepayment in full will result in redemption of Bonds, the payment amount shall be reduced by the amount, if any, of interest through the date of redemption of

Bonds and reserve funds applied to the redemption under the Trust Indenture, net of any other costs applicable to the redemption of Bonds.

- (b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.
- (c) Upon payment in full of the Assessment and all Prepayment Costs, the Town shall deposit the payment in accordance with the Trust Indenture and/or account of the Additional Authorized Improvements Reimbursement Agreement, respectively; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate. For purposes of Prepayments of the Assessments levied against the Additional Authorized Improvements, the obligation created under the Additional Authorized Improvements Reimbursement Agreement is and will remain subordinated to the portion of the Series 2022 PID Bonds.
- (d) At the option of the owner, the Assessment on any Parcel plus Prepayment Costs may be paid in part in an amount sufficient to allow for a convenient redemption of Bonds as determined by the Administrator. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Rolls shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made.

## **2. Payment in Annual Installments**

The PID Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the Assessment to be paid in installments and additionally allows the Town to collect interest, administrative expenses and other authorized charges in installments. An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown on the Assessment Rolls, as updated as provided for herein, which include interest, Administrative Expenses, and payments required for the Additional Interest Reserve. Payment of the Annual Installments to be collected in connection with the Initial Authorized Improvements shall commence with tax bills mailed after the issuance of the Bonds. Payment of Annual Installments to be collected in connection with the Additional Authorized Improvements shall commence with the tax bills mailed in or about September of 2024.

### **Initial Authorized Improvements**

Each Assessment levied against the Assessed Property shall be paid with interest of no more than the actual interest rate paid on the Series 2022 PID Bonds and Additional Interest; the Assessment Roll – Initial Authorized Improvements sets forth for each year the Annual Installment for each parcel based on an interest rate of 3.25% for years 1 through 6 (2022-2027), 3.50% for years 7 through 11 (2028-2032), 3.75% for years 12 through 21 (2033-2042), and 4.00% for years 22 through 30 (2043-2051) on the Series 2022 PID Bonds and Additional Interest at the rate of 0.5% for the Additional Interest Reserve. Furthermore, the Annual Installments may not exceed the amounts shown on the Assessment Roll – Initial Authorized Improvements, as shown in Appendix G.

The Annual Installments shall be reduced to equal the Actual Costs of repaying the Series 2022 PID Bonds and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The Town reserves and shall have the right and option to refund the Series 2022 PID Bonds in accordance with Section 372.027 of the PID Act. In the event of such refunding, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installments so that total Annual Installments of Assessments will be produced in annual amounts that are required to pay the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute Bonds for purposes of this Service and Assessment Plan.

#### Additional Authorized Improvements

Each Assessment levied against the Assessed Property for the Additional Authorized Improvements shall be paid with an estimated interest rate of no more than the actual interest rate paid on the Additional Authorized Improvements Reimbursement Agreement. Interest on the Additional Authorized Improvements Reimbursement Agreement shall be paid based on an estimated interest rate of 5.67% per annum for years 1 through 5 and 5.67% per annum following the fifth Annual Installment. The interest on the Additional Authorized Improvements Reimbursement Agreement shall be paid at a rate not to exceed five hundred basis points (5.00%) above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the Town and reported in the month prior to the establishment of the Assessments securing such portion of the Additional Authorized Improvements Reimbursement Agreement and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points (2.00%) above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the Town is the *Bond Buyer Index* for which the highest average rate during the previous thirty days prior to the levy of Assessments on the Assessed Property securing the Additional Authorized Improvements Reimbursement Agreement was 3.67%. The Town has determined that the Additional Authorized Improvements Reimbursement Agreement shall bear interest at the estimated interest rate of 5.67% per annum for years 1 through 5 and 5.67% per annum following the fifth Annual Installment, which rates are equal to or less than the initial maximum allowable rate of interest of 8.67% for years 1 through 5 and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be 5.67%. Furthermore, the Annual Installments of the Assessments levied against the Assessed Property for the Additional Authorized Improvements may not exceed the amounts shown on the Assessment Roll – Additional Authorized Improvements. The Assessment Roll – Additional Authorized Improvements, is shown as Appendix H.

The Annual Installments shall be reduced to equal the Actual Costs of repaying the Additional Authorized Improvements Reimbursement Agreement and actual Administrative Expenses (as

provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

## **F. COLLECTION OF ANNUAL INSTALLMENTS**

No less frequently than annually, the Administrator shall prepare, and the Town Council shall consider, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment shall be reduced by any credits applied under the applicable Trust Indenture, including capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, and including any existing deposits to a prepayment reserve. Annual Installments shall be collected by the Town in the same manner and at the same time as ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the Town. The Town Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the Act.

Any sale of Assessed Property for nonpayment of the Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such Assessed Property and such Assessed Property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such Assessed Property as they become due and payable.

### *Initial Authorized Improvements*

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. Collection of the initial Annual Installments relating to the Initial Authorized Improvements that benefit the Assessed Property will be due when billed, and will be delinquent if not paid prior to the first February 1 following the earlier of (i) the recording of a final subdivision plat in the official public records of the County for the Assessed Property, (ii) upon issuance of the Series 2022 PID Bonds, or (iii) the second anniversary of the date of levy of the Assessment.

### *Additional Authorized Improvements*

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. Collection of the initial Annual Installments relating to the Additional Authorized Improvements that benefit the Assessed Property will be due when billed, and will be delinquent if not paid prior to the first February 1 following the earlier of (i) the recording of a final subdivision plat in the official public records of the County for the Assessed Property, (ii) upon issuance of the Bonds, if any, or (iii) September 1, 2024.



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## ***VII. THE ASSESSMENT ROLL***

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### **A. ASSESSMENT ROLL – INITIAL AUTHORIZED IMPROVEMENTS**

The Town Council has evaluated each Parcel in the PID based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of Initial Authorized Improvements, and other development factors deemed relevant by the Town Council to determine the amount of Assessed Property within the PID.

The Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Initial Authorized Improvements. Table VII-A summarizes the \$5,314,006 in special benefit received by the Assessed Property from the Initial Authorized Improvements, including costs of PID formation and the Series 2022 PID Bonds issuance costs. The par amount of the Series 2022 PID Bonds is \$4,650,000 which is less than the benefit received by the Assessed Property. Accordingly, the total Assessment to be applied to all the Assessed Property is \$4,650,000, plus the Additional Interest Component and annual Administrative Expenses. The Assessment for each Assessed Property is calculated based on the allocation methodologies described in Section V.C. The Assessment Roll – Initial Authorized Improvements is attached hereto as Appendix G.

**Table VII-A**  
**Special Benefit Summary – Initial Authorized Improvements**

<b>Special Benefit</b>	<b>Total Cost</b>
Total Initial Authorized Improvements <sup>(1)</sup>	\$4,285,678
Plus: original issue discount	\$19,098
<b>Subtotal</b>	<b>\$4,304,776</b>
<i><b>Bond Issuance Costs:</b></i>	
Cost of issuance	\$265,150
Capitalized interest	\$286,562
Reserve fund	\$278,018
Administrative expense	\$40,000
Underwriter's discount	\$139,500
<i><b>Subtotal Bond Issuance Costs</b></i>	<i><b>\$1,009,229</b></i>
<b>Total Special Benefit</b>	<b>\$5,314,006</b>
<i><b>Special Benefit:</b></i>	
Total Special Benefit	\$5,314,006
Projected Special Assessment	\$4,650,000
<b>Excess Benefit</b>	<b>\$664,006</b>

<sup>(1)</sup>See Table III-A for details.



## B. ASSESSMENT ROLL – ADDITIONAL AUTHORIZED IMPROVEMENTS

The Town Council has evaluated each Parcel in the PID based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of Additional Authorized Improvements, and other development factors deemed relevant by the Town Council to determine the amount of Assessed Property within the PID.

The Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Additional Authorized Improvements. Table VII-B summarizes the \$1,024,500 in special benefit received by the Assessed Property from the Additional Authorized Improvements. The Assessment levied under the Additional Authorized Improvements Reimbursement Agreement is \$350,000 which is less than the benefit received by the Assessed Property. Accordingly, the total Assessment to be applied to all the Assessed Property is \$350,000, plus the annual Administrative Expenses. The Assessment for each Assessed Property is calculated based on the allocation methodologies described in Section V.C. The Assessment Roll – Additional Authorized Improvements is attached hereto as Appendix H.

**Table VII-B**  
**Special Benefit Summary – Additional Authorized Improvements**

<b>Special Benefit</b>	<b>Total Cost</b>
Total Additional Authorized Improvements <sup>(1)</sup>	\$990,000
<b><u>Other soft and miscellaneous costs</u></b>	
Soft and miscellaneous costs	\$34,500
<b>Total Special Benefit</b>	<b>\$1,024,500</b>
<b><u>Special Benefit:</u></b>	
Total Special Benefit	\$1,024,500
Projected Special Assessment	\$350,000
<b>Excess Benefit</b>	<b>\$674,500</b>

<sup>(1)</sup>See Table III-A for details.

## C. ANNUAL ASSESSMENT ROLL UPDATES

The Administrator shall prepare, and shall submit to the Town Council for approval, annual updates to the Assessment Roll – Initial Authorized Improvements and Assessment Roll – Additional Authorized Improvements in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the Town and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan and in the PID Act; (iii) the Annual Installment for the Assessed Property for

the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.E. of this Service and Assessment Plan.

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## ***VIII. MISCELLANEOUS PROVISIONS***

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### **A. ADMINISTRATIVE REVIEW**

The Town may elect to designate a third party to serve as Administrator. The Town shall notify Developer in writing at least thirty (30) days in advance before appointing a third party Administrator.

To the extent consistent with the PID Act, an owner of an Assessed Parcel claiming that a calculation error has been made in the Assessment Roll(s), including the calculation of the Annual Installment, shall send a written notice describing the error to the Town not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Parcel owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Parcel owner, such change or modification shall be presented to the Town Council for approval to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Parcel owner (except for the final year during which the Annual Installment shall be collected or if it is determined there are sufficient funds to meet the expenses of the PID for the current year), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to an Assessment Roll may be appealed to the Town Council. Any amendments made to the Assessment Roll(s) pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or if such decision is appealed to the Town Council, the decision of the Town Council shall be conclusive as long as there is a reasonable basis for such determination. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any other appeal or legal action by such owner.

### **B. TERMINATION OF ASSESSMENTS**

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the Town shall provide the owner of the affected Parcel a recordable “Notice of the PID Assessment Termination”.

### **C. AMENDMENTS**

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

The Town Council reserves the right to the extent permitted by the PID Act to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels:

*(i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, Collection Costs, and other charges imposed by the Service and Assessment Plan, and (iv) as may be required by the Attorney General of Texas in connection with the issuance of any series of Bonds.*

#### **D. ADMINISTRATION AND INTERPRETATION OF PROVISIONS**

The Town Council shall administer the PID, this Service and Assessment Plan, and all Annual Service Plan Updates consistent with the PID Act and shall make all interpretations and determinations related to the application of this Service and Assessment Plan unless stated otherwise herein or in the Trust Indenture, such determination shall be conclusive.

#### **E. SEVERABILITY**

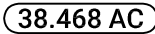
If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to an Assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Town Council in adopting this Service and Assessment Plan that no part hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Town.

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**APPENDIX A**  
**PID MAP**

(VARIABLE WIDTH R.O.W.)  
STATE OF TEXAS  
VOL. 310, PG. 599 RPRDCT



SITUATED IN THE  
MARCELLA JONES SURVEY,  
ABSTRACT NO. 662  
TOWN OF LITTLE ELM,  
DENTON COUNTY, TEXAS



PAGE 3 OF 3

●	POINT FOR CORNER
○	MONUMENT FOUND
AC	ACRES
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
COE	ARMY CORPS OF ENGINEERS MONUMENT FOUND
R.O.W	RIGHT-OF-WAY
VOL., PG.	VOLUME, PAGE
INST. NO.	INSTRUMENT NUMBER
RPRDCT	REAL PROPERTY RECORDS DENTON COUNTY, TEXAS




The bearings shown and recited hereon are referenced to the Texas Coordinate System of 1983 ~ North Central Zone No. 4202 - NAD 83. (All distances are surface distances with a surface to grid scale factor of 0.999849393).

TECH=CJG  
SCALE 1"=300'



S:\2019\2019017-E Spiritas Ranch East\CAD\EXHIBITS\201901700LP32cSpiritasEastPID10272021.dwg Nov 10, 2021 - 10:01 am - chancock




Spiritas East Ranch Concept Plan 2	
DATA    TABLE	
Gross Site Area:	43+/-
Residential Product Type:	Total
 40'x 130' Lot (Courtyard Lots)	28
 40'x 115' Lot	89
 50'x 370'(avg) Lot	29
Total Lots	146



**APPENDIX B**  
**BUDGETED COSTS OF AUTHORIZED IMPROVEMENTS**



<b>COMMUNITY NAME:</b> Spiritas Ranch		<b>GROSS ACREAGE:</b>	43.9
<b>PHASES:</b> East		<b>NET ACREAGE:</b>	28.9
<b>CITY OR TOWN:</b> Town of Little Elm, Denton County		<b>TOTAL LOTS:</b>	146
		<b>TOTAL DENSITY:</b>	5.05
		<b>LANDPLAN:</b>	2
		<b>CREATED BY:</b>	CH
		<b>REVIEWED BY:</b>	AB
		<b>CREATED:</b>	05/21/21
		<b>REVISED:</b>	01/19/24
<b>Direct Phase Costs</b>			
	Lot Count	<b>EAST PHASE</b>	<b>146</b>
1 Engineering		\$	266,209
2 Grading Site Preparation		\$	-
3 Water		\$	261,136
4 Sanitary Sewer		\$	494,200
5 Storm Drain		\$	561,241
6 Street Improvements		\$	1,087,602
7 Screening/Landscape Walls			
8 Ret Walls			
9 Dry Utilities			
10 Contingency 0%		\$	-
11 N/A			
	Total	\$	2,670,387
	Cost per Lot	\$	18,290
<b>Major Improvements Costs</b>			
	Lot Count	<b>EAST PHASE</b>	<b>146</b>
1 Engineering		\$	219,290
2 Grading Site Preparation		\$	-
3 Water		\$	161,000
4 Sanitary Sewer		\$	150,000
5 Storm Drain		\$	120,000
6 Street Improvements - Turn Lanes		\$	690,000
7 Screening/Landscape Walls			
8 Dry Utilities			
9 Common Area Amenities & Trails		\$	168,939
10 Contingency 0%		\$	-
11 District Formation Costs		\$	275,000
12 ROW Acreage <sup>5</sup>		\$	990,000
	Total	\$	2,774,230
	Cost per Lot	\$	19,002
	<b>PID TOTALS</b>	\$	<b>5,444,618</b>
	<b>PID per lot</b>	\$	<b>37,292</b>
<b>Private Costs</b>			
	Lot Count	<b>EAST PHASE</b>	<b>146</b>
1 Engineering		\$	214,324
2 Grading Site Preparation		\$	885,229
3 Water			
4 Sanitary Sewer			
5 Storm Drain			
6 Street Improvements			
7 Screening/Landscape Walls		\$	280,000
8 Ret Walls		\$	405,250
9 Dry Utilities		\$	146,000
10 Contingency 10%		\$	193,080
11 N/A			
	Total	\$	2,123,883
	Cost per Lot	\$	14,547
	<b>GRAND TOTALS</b>	\$	<b>7,568,500</b>
	<b>GRAND TOTAL per lot</b>	\$	<b>51,839</b>
	40' Cottage Lots		28
	40' Lots		89
	50' Lots		29
	Total Lots		<b>146</b>

**THIS OPINION OF PROBABLE COST WAS PREPARED BASED ON BEST AVAILABLE INFORMATION AND SHOULD BE USED FOR PROJECT**

**NOTES**

<sup>1</sup> Development cost does not include: City/District/County Fees, Bonds, & Permits

<sup>2</sup> Development cost does not include: Rock Excavation

<sup>3</sup> Professional Fees do not include: SWPPP Administration

<sup>4</sup> Unit costs in this OPC were provided to Barraza Consulting Group, LLC by RES

<sup>5</sup> Includes all ROW in Spiritas East

**APPENDIX C**  
**LEGAL DESCRIPTION**

**DESCRIPTION**  
**38.468 ACRE TRACT**

BEING that certain tract of land situated in the Marsella Jones Survey, Abstract No. 662, in the Town of Little Elm, Denton County, Texas, and being part of that certain tract of land described in deed to Robert G. Penley recorded in Volume 623, Page 106, of the Real Property Records of Denton County, Texas (RPRDCT), and part of that certain tract of land described in deed to Robert G. Penley and Faith Penley recorded in Volume 2210, Page 648, RPRDCT, and being more particularly described by metes and bounds as follows:

BEGINNING at a Army Corps of Engineers monument found at the northeast corner of said Robert G. Penley tract recorded in Volume 623, Page 106, RPRDCT, said monument being located on the south right-of-way line of US Highway 380 (a variable-width right-of-way), and also being located on the west "take line" of Lake Lewisville;

THENCE with said west "take line", the following courses to Army Corps of Engineers monuments found:

South 27°07'16" West, a distance of 875.52 feet;

South 40°18'51" West, a distance of 544.09 feet;

South 09°54'29" East, a distance of 217.10 feet;

South 57°22'24" West, a distance of 298.04 feet;

North 82°50'29" West, a distance of 641.93 feet;

North 05°25'44" East, a distance of 396.40 feet;

And South 42°17'36" West, a distance of 385.19 feet, said monument being located on the east line of that certain tract of land described in deed to MM Little Elm 548, LLC recorded in Instrument No. 2020-123025, RPRDCT;

THENCE with said east line, the following courses:

North 05°42'19" East, a distance of 621.88 feet to a 5/8" iron rod found;

And South 88°08'15" East, a distance of 170.04 feet to a 5/8" capped iron rod found;

THENCE North 03°11'21" East, continuing with said east line of the MM Little Elm 548, LLC tract, and the east line of that certain tract of land described in deed to Spiritas Ranch Enterprises recorded in Volume 2737, Page 126, RPRDCT, a distance of 653.60 feet;

THENCE departing said east line of the Spiritas Ranch Enterprises tract, and over and across said Robert G. Penley tract recorded in Volume 623, Page 106, RPRDCT, the following courses:

South 84°22'49" East, a distance of 502.60 feet;

And North 05°15'54" East, a distance of 200.74 feet to a point located in said south right-of-way line of US Highway 380;

THENCE South 84°36'22" East, with said south right-of-way line of US Highway 380, a distance of 80.00 feet;

THENCE departing said south right-of-way line of US Highway 380, the following courses:

South 05°15'54" West, a distance of 201.00 feet;

South 87°10'23" East, a distance of 514.31 feet;

And North 01°53'44" East, a distance of 209.31 feet to a point located on said south right-of-way line of US Highway 380;

THENCE South 88°16'39" East with said south right-of-way line of US Highway 380, a distance of 50.00 feet;

THENCE departing said south right-of-way line of US Highway 380, and over and across said Robert G. Penley tract recorded in Volume 623, Page 106, RPRDCT, the following courses:

South 01°53'44" West, a distance of 210.27 feet;

South 87°10'23" East, a distance of 52.86 feet;

North 41°38'43" East, a distance of 60.89 feet;

North 41°48'16" East, a distance of 45.80 feet;

North 43°25'46" East, a distance of 25.15 feet;

North 51°51'09" East, a distance of 24.67 feet;

North 54°02'19" East, a distance of 12.14 feet;

North 48°36'19" East, a distance of 10.43 feet;

North 37°47'16" East, a distance of 9.58 feet;

North 15°43'13" East, a distance of 5.97 feet;

North 12°02'26" East, a distance of 10.27 feet;

North 00°46'57" West, a distance of 14.90 feet;

North 11°51'34" West, a distance of 38.07 feet;

And North 14°47'27" West, a distance of 5.08 feet to a point located in said south right-of-way line of US Highway 380;

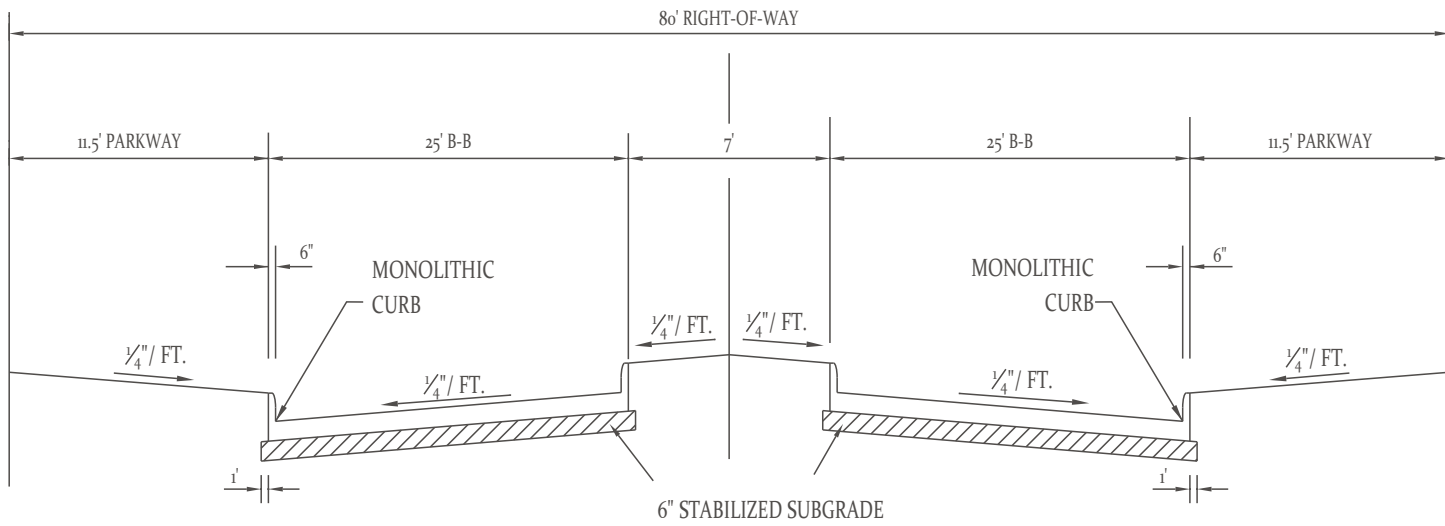
THENCE South 88°16'39" East with said south right-of-way line of US Highway 380, a distance of 233.52 feet to the POINT OF BEGINNING, containing an area of 38.468 acres of land.

#### NOTES:

The bearings shown and recited hereon are referenced to the Texas Coordinate System of 1983 ~ North Central Zone No. 4202 - NAD 83. (All distances are surface distances with a surface to grid scale factor of 0.999849393).

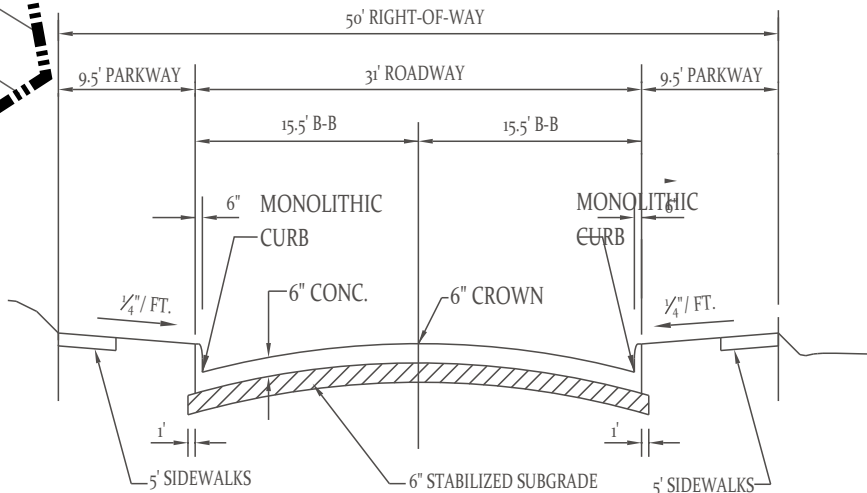
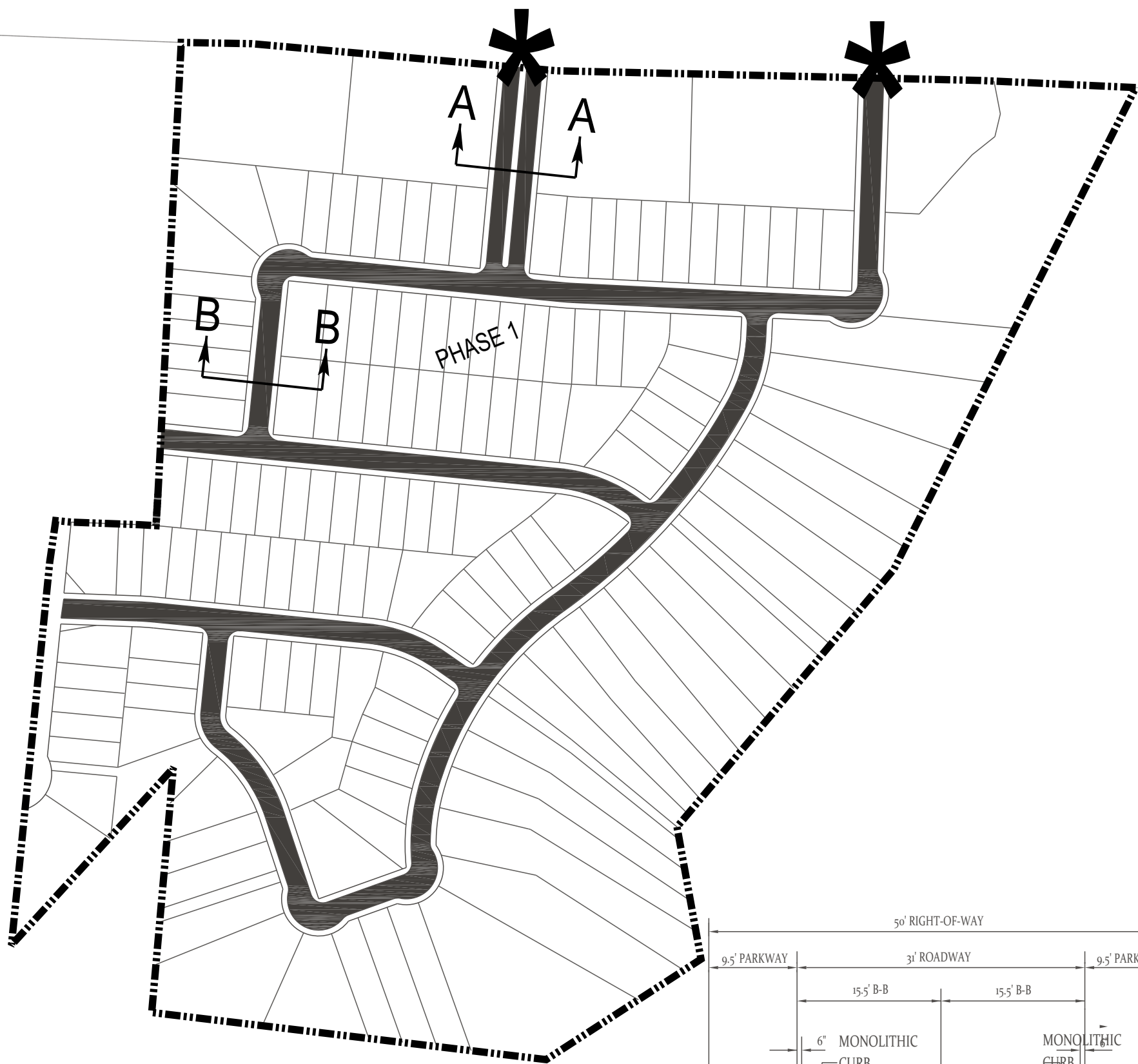
This document was prepared under 22 TAC Â§663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

**APPENDIX D**  
**DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS**



**A-A ROADWAY PAVING SECTION**  
SCALE: NTS

US HIGHWAY 380



**TYPICAL 31' B-B ROADWAY PAVING SECTION**  
SCALE: NTS

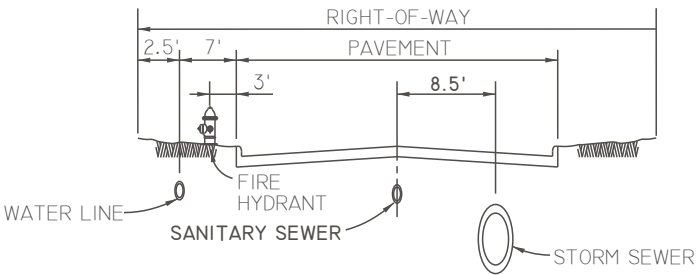
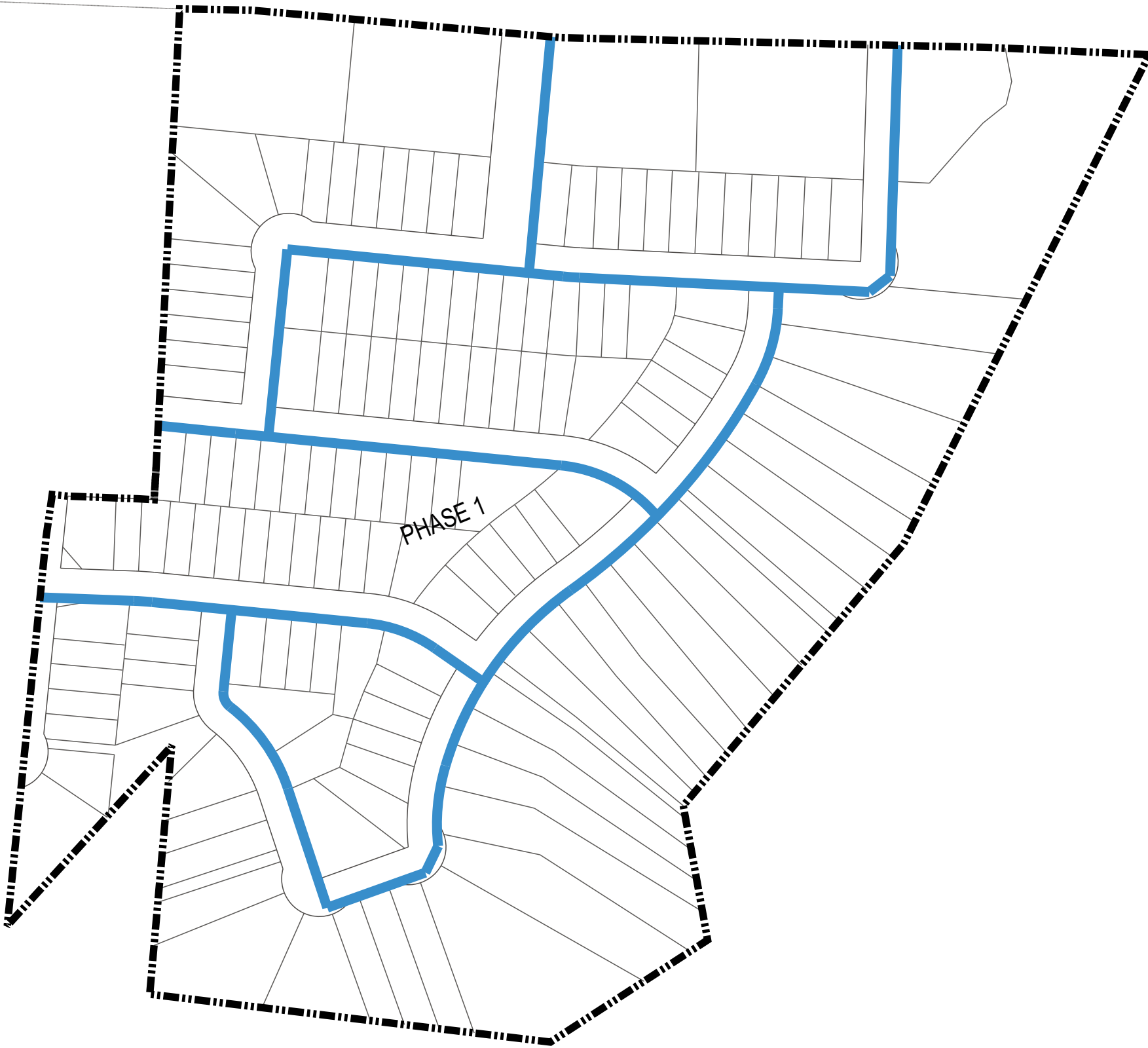


PROPOSED TURN-LANE LOCATIONS

ROADWAY IMPROVEMENTS  
SPIRITAS EAST PUBLIC IMPROVEMENT DISTRICT  
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS



US HIGHWAY 380



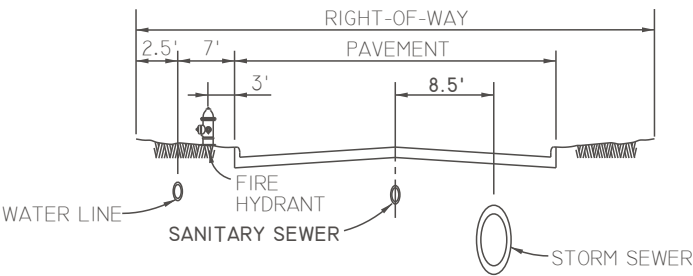
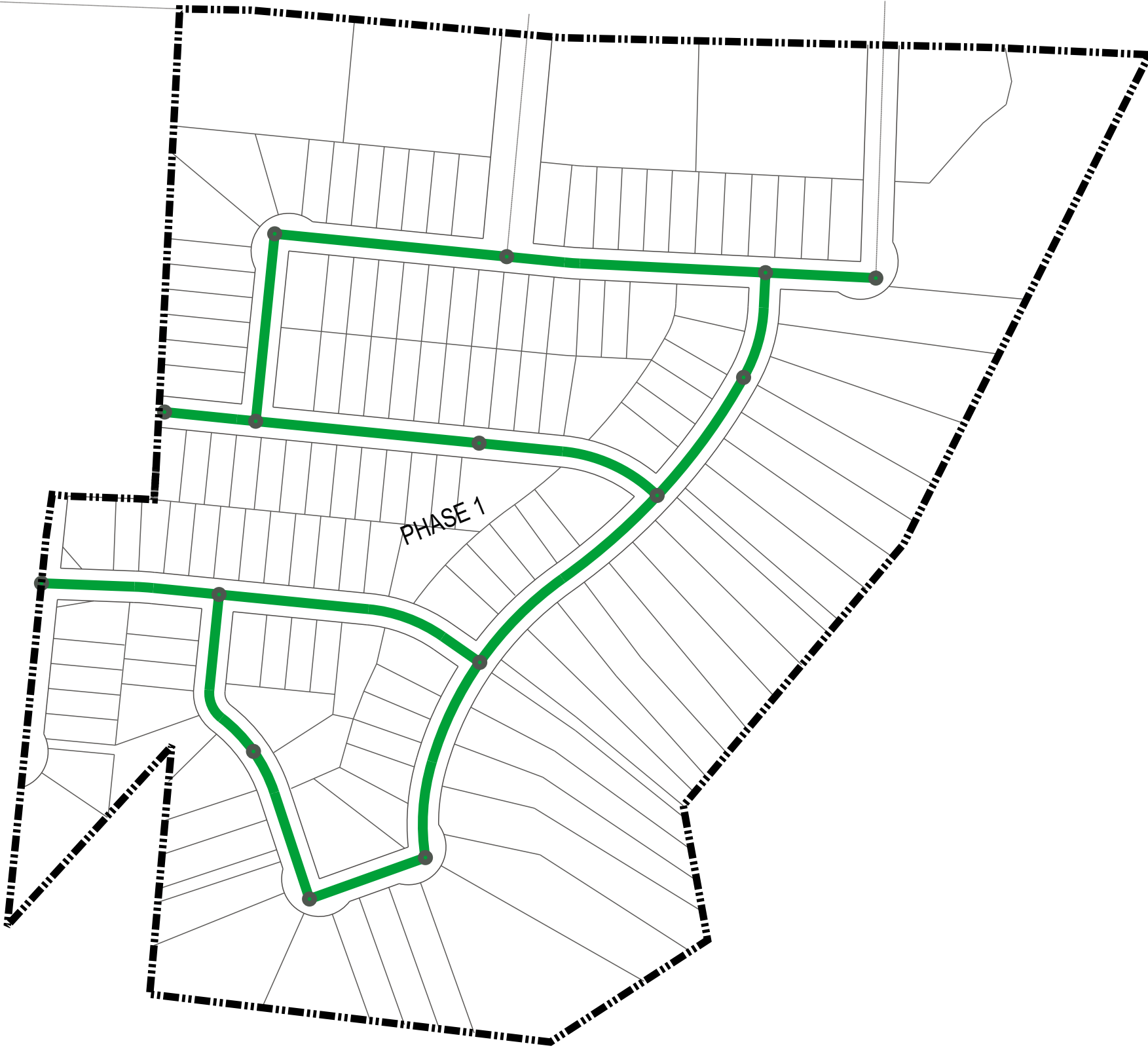
TYPICAL WATER LOCATION  
N.T.S.

8" WATER LINE

NOTE:  
MAJOR WATER IMPROVEMENTS CONSIST OF 12" WATER TO  
SPIRITAS RANCH.

WATER IMPROVEMENTS  
SPIRITAS EAST PUBLIC IMPROVEMENT DISTRICT  
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

US HIGHWAY 380



TYPICAL SEWER LOCATION  
N.T.S.

SEWER LINE

NOTE:  
MAJOR SEWER IMPROVEMENTS CONSIST OF UPGRADING SPIRITAS  
RANCH LIFT STATION.

SEWER IMPROVEMENTS  
SPIRITAS EAST PUBLIC IMPROVEMENT DISTRICT  
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS



**APPENDIX E**  
**PID ASSESSMENT NOTICE**

AFTER RECORDING RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_]¹

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
TOWN OF LITTLE ELM, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_  
STREET ADDRESS

LOT TYPE \_\_\_\_\_ PRINCIPAL ASSESSMENT: \$ \_\_\_\_\_

As the purchaser of the real property described above, you are obligated to pay assessments to the Town of Little Elm, Texas (the "Town"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Spiritas East Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the Town. The exact amount of each annual installment will be approved each year by the Town Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the Town.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF  
PURCHASER

\_\_\_\_\_  
SIGNATURE OF  
PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

\_\_\_\_\_  
<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF  
PURCHASER

\_\_\_\_\_  
SIGNATURE OF  
PURCHASER

STATE OF TEXAS                   §  
  §  
COUNTY OF DENTON           §

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

\_\_\_\_\_

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF DENTON

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

\_\_\_\_\_  
<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

**APPENDIX F**  
**ASSESSMENT PER UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE**  
**EQUIVALENTS**

## **Appendix F**

For purposes of calculating and allocating the Assessments, the Assessed Property has been classified in one of two Lot Types.

“**Lot Type 1**” means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 50 feet.

“**Lot Type 2**” means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 40 feet.

### **A) Proposed Development**

Table F-1 shows the proposed residential units to be developed within the PID.

**Table F-1**  
**Proposed Development within the PID**

<b>Description</b>	<b>Proposed Development</b>	
Lot Type 1 (50 Ft)	29	Units
Lot Type 2 (40 Ft)	117	Units
<b>Total</b>	<b>146</b>	<b>Units</b>

### **B) Calculation of Equivalent Units**

As explained under Section V, for purpose of this Service and Assessment Plan, the Town Council has determined that the Budgeted Costs of the Authorized Improvements to be financed with the Bonds shall be allocated to the Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units.

For purposes of this Plan, the Town Council has determined that the Assessments shall be allocated to the Assessed Property on the basis of the average home value of each Lot Type, and that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly benefited. In determining the average home value of each Lot Type, the Town Council has taken into consideration (i) the type of lots (i.e., 50 Ft lots, 40 Ft lots, etc.); (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements.

Having taken into consideration the matters described above, the Town Council has determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the “Lot Types” defined above. These classifications (from Lot Type 1 (50 Ft Lots) representing the highest value to Lot Type 2 (40 Ft Lot) representing the lowest value for residential lots are set forth in Table F-2. Assessments are allocated to each Lot Type on the basis of the average home value for each class of lots. This is accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio

of the average value of lots within each assessment class, setting the Equivalent Unit factor for Lot Type 1 (50 Ft Lots) to 1.0.

**Table F-2**  
**Equivalent Unit Factors**

<b>Lot Type</b>	<b>Estimated Average Value</b>	<b>Equivalent Unit Factor</b>	
Lot Type 1 (50 Ft)	\$500,000	1.00	per dwelling unit
Lot Type 2 (40 Ft)	\$360,000	0.72	per dwelling unit

The total Equivalent Units for the PID are shown in Table F-3 as calculated based on the Equivalent Unit factors shown in Table F-2, estimated Lot Types and number of units estimated to be built within the PID.

**Table F-3**  
**Equivalent Units- PID**

<b>Description</b>	<b>Planned No. of Units</b>	<b>Equivalent Unit Factor</b>	<b>Total Equivalent Units</b>
Lot Type 1 (50 Ft)	29	1.00	29.00
Lot Type 2 (40 Ft)	117	0.72	84.24
<b>Total</b>	<b>146</b>		<b>113.24</b>

**C) Allocation of Assessments to Lots within the PID – Initial Authorized Improvements**

The total amount of the Series 2022 PID Bonds, which represents the total initial Assessment to be allocated on all Parcels within the PID, is \$4,650,000. As shown in Table F-3, there are a total of 113.24 Equivalent Units resulting in an Assessment per Unit of \$41,063.23 (i.e., \$4,650,000 ÷ 113.24 = \$41,063.23).

Table F-4 sets forth the initial Assessment per dwelling unit within the PID.

**Table F-4**  
**Assessment Per Unit – Initial Authorized Improvements**

<b>Description</b>	<b>Planned No. of Units</b>	<b>Assessment per Equivalent Unit</b>	<b>Equivalent Unit Factor</b>	<b>Assessment per Unit</b>	<b>Total Assessments</b>
Lot Type 1 (50 Ft)	29	\$41,063.23	1.00	\$41,063.23 per dwelling unit	\$1,190,834
Lot Type 2 (40 Ft)	117	\$41,063.23	0.72	\$29,565.52 per dwelling unit	\$3,459,166
<b>Total</b>	<b>146</b>				<b>\$4,650,000</b>



The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table F-5.

**Table F-5**  
**Projected Leverage – Initial Authorized Improvements**

<b>Description</b>	<b>Planned No. of Units/1,000 GSF</b>	<b>Estimated Finished Lot Value per unit</b>	<b>Projected Home Value per unit</b>	<b>Assessment per Unit</b>	<b>Leverage (Lot Value)</b>	<b>Leverage (Home Value)</b>
Lot Type 1 (50 Ft)	29	\$130,000	\$500,000	\$41,063.23	3.17	12.18
Lot Type 2 (40 Ft)	117	\$80,000	\$360,000	\$29,565.52	2.71	12.18

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table F-6.

**Table F-6**  
**Estimated Tax Rate Equivalent per unit – Initial Authorized Improvements**

<b>Description</b>	<b>Planned No. of Units</b>	<b>Estimated Finished Lot Value per unit</b>	<b>Projected Home Value per unit</b>	<b>Projected Average Annual Installment per unit</b>	<b>Tax Rate Equivalent (per \$100 Lot Value)</b>	<b>Tax Rate Equivalent (per \$100 Home Value)</b>
Lot Type 1 (50 Ft)	29	\$130,000	\$500,000	\$3,030.34	\$2.33	\$0.6061
Lot Type 2 (40 Ft)	117	\$80,000	\$360,000	\$2,181.85	\$2.73	\$0.6061

The Assessment and Annual Installments for each Parcel or Lot located within the PID, related to the Initial Authorized Improvements is shown on the Assessment Roll – Initial Authorized Improvements, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

**D) Allocation of Assessments to Lots within the PID – Additional Authorized Improvements**

The total amount of the Additional Authorized Improvements Reimbursement Agreement, which represents the total additional Assessment to be allocated on all Parcels within the PID, is \$350,000. As shown in Table F-7, there are a total of 113.24 Equivalent Units resulting in an Assessment per Unit of \$3,090.78 (i.e.,  $\$350,000 \div 113.24 = \$3,090.78$ ).

Table F-7 sets forth the additional Assessment per dwelling unit within the PID.

**Table F-7**  
**Assessment Per Unit – Additional Authorized Improvements**

<b>Description</b>	<b>Planned No. of Units</b>	<b>Assessment per Equivalent Unit</b>	<b>Equivalent Unit Factor</b>	<b>Assessment per Unit</b>	<b>Total Assessments</b>
Lot Type 1 (50 Ft)	29	\$3,090.78	1.00	\$3,090.78 per dwelling unit	\$89,633
Lot Type 2 (40 Ft)	117	\$3,090.78	0.72	\$2,225.36 per dwelling unit	\$260,367
<b>Total</b>	<b>146</b>				<b>\$350,000</b>

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table F-8.

**Table F-8**  
**Projected Leverage – Additional Authorized Improvements**

<b>Description</b>	<b>Planned No. of Units/1,000 GSF</b>	<b>Estimated Finished Lot Value per unit</b>	<b>Projected Home Value per unit</b>	<b>Assessment per Unit</b>	<b>Leverage (Lot Value)</b>	<b>Leverage (Home Value)</b>
Lot Type 1 (50 Ft)	29	\$130,000	\$500,000	\$3,090.78	42.06	161.77
Lot Type 2 (40 Ft)	117	\$80,000	\$360,000	\$2,225.36	35.95	161.77

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table F-9.

**Table F-9**  
**Estimated Tax Rate Equivalent per unit – Additional Authorized Improvements**

<b>Description</b>	<b>Planned No. of Units</b>	<b>Estimated Finished Lot Value per unit</b>	<b>Projected Home Value per unit</b>	<b>Projected Average Annual Installment per unit</b>	<b>Tax Rate Equivalent (per \$100 Lot Value)</b>	<b>Tax Rate Equivalent (per \$100 Home Value)</b>
Lot Type 1 (50 Ft)	29	\$130,000	\$500,000	\$408	\$0.31	\$0.0815
Lot Type 2 (40 Ft)	117	\$80,000	\$360,000	\$293	\$0.37	\$0.0815

The Assessment and Annual Installments for each Parcel or Lot located within the PID, related to the Additional Authorized Improvements is shown on the Assessment Roll – Additional Authorized Improvements, attached as Appendix H, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

### **E) Allocation of Assessments to Lots within the PID – Combined**

The total amount of the Series 2022 PID Bonds and Additional Authorized Improvements Reimbursement Agreement, which represents the total Assessment to be allocated on all Parcels within the PID, is \$5,000,000. As shown in Table F-7, there are a total of 113.24 Equivalent Units resulting in an Assessment per Unit of \$44,154.01 (i.e.,  $\$5,000,000 \div 113.24 = \$44,154.01$ ).

Table F-10 sets forth the total Assessment per dwelling unit within the PID.

**Table F-10**  
**Assessment Per Unit – Combined**

<b>Description</b>	<b>Planned No. of Units</b>	<b>Assessment per Unit (Initial Authorized Improvements)</b>	<b>Assessment per Unit (Additional Authorized Improvements)</b>	<b>Combined Assessment Per Unit</b>	<b>Total Assessments</b>
Lot Type 1 (50 Ft)	29	\$41,063.23	3,090.78	\$44,154.01	\$1,280,466
Lot Type 2 (40 Ft)	117	\$29,565.52	2,225.36	\$31,790.89	\$3,719,534
<b>Total</b>	<b>146</b>				<b>\$5,000,000</b>

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table F-11.

**Table F-11**  
**Projected Leverage – Combined**

<b>Description</b>	<b>Planned No. of Units/1,000 GSF</b>	<b>Estimated Finished Lot Value per unit</b>	<b>Projected Home Value per unit</b>	<b>Assessment per Unit</b>	<b>Leverage (Lot Value)</b>	<b>Leverage (Home Value)</b>
Lot Type 1 (50 Ft)	29	\$130,000	\$500,000	\$44,154.01	2.94	11.32
Lot Type 2 (40 Ft)	117	\$80,000	\$360,000	\$31,790.89	2.52	11.32

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table F-12.

**Table F-12**  
**Estimated Tax Rate Equivalent per unit – Combined**

<b>Description</b>	<b>Planned No. of Units</b>	<b>Estimated Finished Lot Value per unit</b>	<b>Projected Home Value per unit</b>	<b>Projected Average Annual Installment per unit</b>	<b>Tax Rate Equivalent (per \$100 Lot Value)</b>	<b>Tax Rate Equivalent (per \$100 Home Value)</b>
Lot Type 1 (50 Ft)	29	\$130,000	\$500,000	\$3,438	\$2.64	\$0.6876
Lot Type 2 (40 Ft)	117	\$80,000	\$360,000	\$2,475	\$3.09	\$0.6876

The Annual Installments for each Parcel or Lot located within the PID is shown on Appendix I – Combined Projected Annual Installments, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

**APPENDIX G**  
**ASSESSMENT ROLL – AUTHORIZED IMPROVEMENTS**

**Appendix G-1**  
**Assessment Roll – Initial Authorized Improvements**

**Parcel  
Equivalent Units  
Assessment**

**All Parcels  
113.24  
\$4,650,000**

Year	Principal	Interest <sup>(1)</sup>	Administrative Expenses <sup>(2)</sup>	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
9/30/22	\$0	\$110,817	\$0	\$0	(\$110,817)	\$0
9/30/23	\$0	\$175,745	\$40,800	\$23,250	(\$175,745)	\$64,050
9/30/24	\$102,000	\$175,745	\$41,616	\$23,250	\$0	\$342,611
9/30/25	\$105,000	\$172,430	\$42,448	\$22,740	\$0	\$342,618
9/30/26	\$109,000	\$169,018	\$43,297	\$22,215	\$0	\$343,530
9/30/27	\$112,000	\$165,475	\$44,163	\$21,670	\$0	\$343,308
9/30/28	\$115,000	\$161,835	\$45,047	\$21,110	\$0	\$342,992
9/30/29	\$119,000	\$157,810	\$45,947	\$20,535	\$0	\$343,292
9/30/30	\$123,000	\$153,645	\$46,866	\$19,940	\$0	\$343,451
9/30/31	\$127,000	\$149,340	\$47,804	\$19,325	\$0	\$343,469
9/30/32	\$131,000	\$144,895	\$48,760	\$18,690	\$0	\$343,345
9/30/33	\$135,000	\$140,310	\$49,735	\$18,035	\$0	\$343,080
9/30/34	\$140,000	\$135,248	\$50,730	\$17,360	\$0	\$343,337
9/30/35	\$145,000	\$129,998	\$51,744	\$16,660	\$0	\$343,402
9/30/36	\$150,000	\$124,560	\$52,779	\$15,935	\$0	\$343,274
9/30/37	\$155,000	\$118,935	\$53,835	\$15,185	\$0	\$342,955
9/30/38	\$161,000	\$113,123	\$54,911	\$14,410	\$0	\$343,444
9/30/39	\$166,000	\$107,085	\$56,010	\$13,605	\$0	\$342,700
9/30/40	\$172,000	\$100,860	\$57,130	\$12,775	\$0	\$342,765
9/30/41	\$179,000	\$94,410	\$58,272	\$11,915	\$0	\$343,597
9/30/42	\$185,000	\$87,698	\$59,438	\$11,020	\$0	\$343,155
9/30/43	\$192,000	\$80,760	\$60,627	\$10,095	\$0	\$343,482
9/30/44	\$199,000	\$73,080	\$61,839	\$9,135	\$0	\$343,054
9/30/45	\$207,000	\$65,120	\$63,076	\$8,140	\$0	\$343,336
9/30/46	\$215,000	\$56,840	\$64,337	\$7,105	\$0	\$343,282
9/30/47	\$223,000	\$48,240	\$65,624	\$6,030	\$0	\$342,894
9/30/48	\$232,000	\$39,320	\$66,937	\$4,915	\$0	\$343,172
9/30/49	\$241,000	\$30,040	\$68,275	\$3,755	\$0	\$343,070
9/30/50	\$250,000	\$20,400	\$69,641	\$2,550	\$0	\$342,591
9/30/51	\$260,000	\$10,400	\$71,034	\$1,300	\$0	\$342,734
<b>Total</b>	<b>\$4,650,000</b>	<b>\$3,313,179</b>	<b>\$1,582,723</b>	<b>\$412,650</b>	<b>(\$286,562)</b>	<b>\$9,671,991</b>

<sup>1</sup>Annual Installments are calculated using an interest rate of 3.25% for years 1 through 6 (2022-2027), 3.50% for years 7 through 11 (2028-2032), 3.75% for years 12 through 21 (2033-2042), and 4.00% for years 22 through 30 (2043-2051) on the Series 2022 PID Bonds.

<sup>2</sup>Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

**Appendix G-2**  
**Assessment Roll by Lot Type**

**Parcel**  
**Equivalent Units**  
**Assessment**

**Lot Type 1 (50 Ft)**  
**\$41,063.23**  
**1.00**

Year	Principal	Interest <sup>(1)</sup>	Administrative Expenses <sup>(2)</sup>	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
9/30/22	\$0	\$979	\$0	\$0	(\$979)	\$0
9/30/23	\$0	\$1,552	\$360	\$205	(\$1,552)	\$566
9/30/24	\$901	\$1,552	\$368	\$205	\$0	\$3,026
9/30/25	\$927	\$1,523	\$375	\$201	\$0	\$3,026
9/30/26	\$963	\$1,493	\$382	\$196	\$0	\$3,034
9/30/27	\$989	\$1,461	\$390	\$191	\$0	\$3,032
9/30/28	\$1,016	\$1,429	\$398	\$186	\$0	\$3,029
9/30/29	\$1,051	\$1,394	\$406	\$181	\$0	\$3,032
9/30/30	\$1,086	\$1,357	\$414	\$176	\$0	\$3,033
9/30/31	\$1,122	\$1,319	\$422	\$171	\$0	\$3,033
9/30/32	\$1,157	\$1,280	\$431	\$165	\$0	\$3,032
9/30/33	\$1,192	\$1,239	\$439	\$159	\$0	\$3,030
9/30/34	\$1,236	\$1,194	\$448	\$153	\$0	\$3,032
9/30/35	\$1,280	\$1,148	\$457	\$147	\$0	\$3,033
9/30/36	\$1,325	\$1,100	\$466	\$141	\$0	\$3,031
9/30/37	\$1,369	\$1,050	\$475	\$134	\$0	\$3,029
9/30/38	\$1,422	\$999	\$485	\$127	\$0	\$3,033
9/30/39	\$1,466	\$946	\$495	\$120	\$0	\$3,026
9/30/40	\$1,519	\$891	\$505	\$113	\$0	\$3,027
9/30/41	\$1,581	\$834	\$515	\$105	\$0	\$3,034
9/30/42	\$1,634	\$774	\$525	\$97	\$0	\$3,030
9/30/43	\$1,696	\$713	\$535	\$89	\$0	\$3,033
9/30/44	\$1,757	\$645	\$546	\$81	\$0	\$3,029
9/30/45	\$1,828	\$575	\$557	\$72	\$0	\$3,032
9/30/46	\$1,899	\$502	\$568	\$63	\$0	\$3,031
9/30/47	\$1,969	\$426	\$580	\$53	\$0	\$3,028
9/30/48	\$2,049	\$347	\$591	\$43	\$0	\$3,030
9/30/49	\$2,128	\$265	\$603	\$33	\$0	\$3,030
9/30/50	\$2,208	\$180	\$615	\$23	\$0	\$3,025
9/30/51	\$2,296	\$92	\$627	\$11	\$0	\$3,027
<b>Total</b>	<b>\$41,063</b>	<b>\$29,258</b>	<b>\$13,977</b>	<b>\$3,644</b>	<b>(\$2,531)</b>	<b>\$85,411</b>

<sup>1</sup>Annual Installments are calculated using an interest rate of 3.25% for years 1 through 6 (2022-2027), 3.50% for years 7 through 11 (2028-2032), 3.75% for years 12 through 21 (2033-2042), and 4.00% for years 22 through 30 (2043-2051) on the Series 2022 PID Bonds.

<sup>2</sup>Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

**Appendix G-3**  
**Assessment Roll by Lot Type**

**Parcel**  
**Equivalent Units**  
**Assessment**

**Lot Type 2 (40 Ft)**  
**\$29,565.52**  
**0.72**

Year	Principal	Interest <sup>(1)</sup>	Administrative Expenses <sup>(2)</sup>	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
9/30/22	\$0	\$705	\$0	\$0	(\$705)	\$0
9/30/23	\$0	\$1,117	\$259	\$148	(\$1,117)	\$407
9/30/24	\$649	\$1,117	\$265	\$148	\$0	\$2,178
9/30/25	\$668	\$1,096	\$270	\$145	\$0	\$2,178
9/30/26	\$693	\$1,075	\$275	\$141	\$0	\$2,184
9/30/27	\$712	\$1,052	\$281	\$138	\$0	\$2,183
9/30/28	\$731	\$1,029	\$286	\$134	\$0	\$2,181
9/30/29	\$757	\$1,003	\$292	\$131	\$0	\$2,183
9/30/30	\$782	\$977	\$298	\$127	\$0	\$2,184
9/30/31	\$807	\$950	\$304	\$123	\$0	\$2,184
9/30/32	\$833	\$921	\$310	\$119	\$0	\$2,183
9/30/33	\$858	\$892	\$316	\$115	\$0	\$2,181
9/30/34	\$890	\$860	\$323	\$110	\$0	\$2,183
9/30/35	\$922	\$827	\$329	\$106	\$0	\$2,183
9/30/36	\$954	\$792	\$336	\$101	\$0	\$2,183
9/30/37	\$986	\$756	\$342	\$97	\$0	\$2,181
9/30/38	\$1,024	\$719	\$349	\$92	\$0	\$2,184
9/30/39	\$1,055	\$681	\$356	\$87	\$0	\$2,179
9/30/40	\$1,094	\$641	\$363	\$81	\$0	\$2,179
9/30/41	\$1,138	\$600	\$371	\$76	\$0	\$2,185
9/30/42	\$1,176	\$558	\$378	\$70	\$0	\$2,182
9/30/43	\$1,221	\$513	\$385	\$64	\$0	\$2,184
9/30/44	\$1,265	\$465	\$393	\$58	\$0	\$2,181
9/30/45	\$1,316	\$414	\$401	\$52	\$0	\$2,183
9/30/46	\$1,367	\$361	\$409	\$45	\$0	\$2,183
9/30/47	\$1,418	\$307	\$417	\$38	\$0	\$2,180
9/30/48	\$1,475	\$250	\$426	\$31	\$0	\$2,182
9/30/49	\$1,532	\$191	\$434	\$24	\$0	\$2,181
9/30/50	\$1,590	\$130	\$443	\$16	\$0	\$2,178
9/30/51	\$1,653	\$66	\$452	\$8	\$0	\$2,179
<b>Total</b>	<b>\$29,566</b>	<b>\$21,066</b>	<b>\$10,063</b>	<b>\$2,624</b>	<b>(\$1,822)</b>	<b>\$61,496</b>

<sup>1</sup>Annual Installments are calculated using an interest rate of 3.25% for years 1 through 6 (2022-2027), 3.50% for years 7 through 11 (2028-2032), 3.75% for years 12 through 21 (2033-2042), and 4.00% for years 22 through 30 (2043-2051) on the Series 2022 PID Bonds.

<sup>2</sup>Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.



**APPENDIX H**  
**PROPOSED ASSESSMENT ROLL – ADDITIONAL AUTHORIZED IMPROVEMENTS**

**Appendix H-1**  
**Proposed Assessment Roll – Additional Authorized Improvements**

**Parcel  
Equivalent Units  
Assessment**

**All Parcels  
113.24  
\$350,000**

<b>Year</b>	<b>Principal</b>	<b>Interest<sup>(1)</sup></b>	<b>Administrative Expenses<sup>(2)</sup></b>	<b>Total Annual Installment</b>
9/30/25	\$8,000	\$19,845	\$20,000	\$47,845
9/30/26	\$8,000	\$19,391	\$20,400	\$47,791
9/30/27	\$8,000	\$18,938	\$20,808	\$47,746
9/30/28	\$8,000	\$18,484	\$21,224	\$47,708
9/30/29	\$9,000	\$18,031	\$21,649	\$48,679
9/30/30	\$9,000	\$17,520	\$22,082	\$48,602
9/30/31	\$9,000	\$17,010	\$22,523	\$48,533
9/30/32	\$10,000	\$16,500	\$22,974	\$49,473
9/30/33	\$10,000	\$15,933	\$23,433	\$49,366
9/30/34	\$10,000	\$15,366	\$23,902	\$49,268
9/30/35	\$11,000	\$14,799	\$24,380	\$50,179
9/30/36	\$11,000	\$14,175	\$24,867	\$50,042
9/30/37	\$11,000	\$13,551	\$25,365	\$49,916
9/30/38	\$12,000	\$12,928	\$25,872	\$50,800
9/30/39	\$12,000	\$12,247	\$26,390	\$50,637
9/30/40	\$13,000	\$11,567	\$26,917	\$51,484
9/30/41	\$13,000	\$10,830	\$27,456	\$51,285
9/30/42	\$14,000	\$10,093	\$28,005	\$52,097
9/30/43	\$15,000	\$9,299	\$28,565	\$52,864
9/30/44	\$15,000	\$8,448	\$29,136	\$52,585
9/30/45	\$16,000	\$7,598	\$29,719	\$53,317
9/30/46	\$17,000	\$6,691	\$30,313	\$54,004
9/30/47	\$17,000	\$5,727	\$30,920	\$53,646
9/30/48	\$18,000	\$4,763	\$31,538	\$54,301
9/30/49	\$19,000	\$3,742	\$32,169	\$54,911
9/30/50	\$20,000	\$2,665	\$32,812	\$55,477
9/30/51	\$27,000	\$1,531	\$33,468	\$61,999
<b>Total</b>	<b>\$350,000</b>	<b>\$327,669</b>	<b>\$706,886</b>	<b>\$1,384,556</b>

<sup>1</sup>Annual Installments are calculated using an estimated interest rate of 5.67% for years 1 through 27 (2025-2051) on the Additional Authorized Improvements Reimbursement Agreements.

<sup>2</sup>Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

**Appendix H-2**  
**Proposed Assessment Roll by Lot Type**

**Parcel  
Equivalent Units  
Assessment**

**Lot Type 1 (50 Ft)  
\$3,090.78  
1.00**

<b>Year</b>	<b>Principal</b>	<b>Interest<sup>(1)</sup></b>	<b>Administrative Expenses<sup>(2)</sup></b>	<b>Total Annual Installment</b>
9/30/25	\$71	\$175	\$177	\$423
9/30/26	\$71	\$171	\$180	\$422
9/30/27	\$71	\$167	\$184	\$422
9/30/28	\$71	\$163	\$187	\$421
9/30/29	\$79	\$159	\$191	\$430
9/30/30	\$79	\$155	\$195	\$429
9/30/31	\$79	\$150	\$199	\$429
9/30/32	\$88	\$146	\$203	\$437
9/30/33	\$88	\$141	\$207	\$436
9/30/34	\$88	\$136	\$211	\$435
9/30/35	\$97	\$131	\$215	\$443
9/30/36	\$97	\$125	\$220	\$442
9/30/37	\$97	\$120	\$224	\$441
9/30/38	\$106	\$114	\$228	\$449
9/30/39	\$106	\$108	\$233	\$447
9/30/40	\$115	\$102	\$238	\$455
9/30/41	\$115	\$96	\$242	\$453
9/30/42	\$124	\$89	\$247	\$460
9/30/43	\$132	\$82	\$252	\$467
9/30/44	\$132	\$75	\$257	\$464
9/30/45	\$141	\$67	\$262	\$471
9/30/46	\$150	\$59	\$268	\$477
9/30/47	\$150	\$51	\$273	\$474
9/30/48	\$159	\$42	\$279	\$480
9/30/49	\$168	\$33	\$284	\$485
9/30/50	\$177	\$24	\$290	\$490
9/30/51	\$238	\$14	\$296	\$548
<b>Total</b>	<b>\$3,091</b>	<b>\$2,894</b>	<b>\$6,242</b>	<b>\$12,227</b>

<sup>1</sup>Annual Installments are calculated using an estimated interest rate of 5.67% for years 1 through 27 (2025-2051) on the Additional Authorized Improvements Reimbursement Agreements.

<sup>2</sup>Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

**Appendix H-3**  
**Proposed Assessment Roll by Lot Type**

**Parcel**  
**Equivalent Units**  
**Assessment**

**Lot Type 2 (40 Ft)**  
**\$2,225.36**  
**0.72**

<b>Year</b>	<b>Principal</b>	<b>Interest<sup>(1)</sup></b>	<b>Administrative Expenses<sup>(2)</sup></b>	<b>Total Annual Installment</b>
9/30/25	\$51	\$126	\$127	\$304
9/30/26	\$51	\$123	\$130	\$304
9/30/27	\$51	\$120	\$132	\$304
9/30/28	\$51	\$118	\$135	\$303
9/30/29	\$57	\$115	\$138	\$310
9/30/30	\$57	\$111	\$140	\$309
9/30/31	\$57	\$108	\$143	\$309
9/30/32	\$64	\$105	\$146	\$315
9/30/33	\$64	\$101	\$149	\$314
9/30/34	\$64	\$98	\$152	\$313
9/30/35	\$70	\$94	\$155	\$319
9/30/36	\$70	\$90	\$158	\$318
9/30/37	\$70	\$86	\$161	\$317
9/30/38	\$76	\$82	\$164	\$323
9/30/39	\$76	\$78	\$168	\$322
9/30/40	\$83	\$74	\$171	\$327
9/30/41	\$83	\$69	\$175	\$326
9/30/42	\$89	\$64	\$178	\$331
9/30/43	\$95	\$59	\$182	\$336
9/30/44	\$95	\$54	\$185	\$334
9/30/45	\$102	\$48	\$189	\$339
9/30/46	\$108	\$43	\$193	\$343
9/30/47	\$108	\$36	\$197	\$341
9/30/48	\$114	\$30	\$201	\$345
9/30/49	\$121	\$24	\$205	\$349
9/30/50	\$127	\$17	\$209	\$353
9/30/51	\$172	\$10	\$213	\$394
<b>Total</b>	<b>\$2,225</b>	<b>\$2,083</b>	<b>\$4,495</b>	<b>\$8,803</b>

<sup>1</sup>Annual Installments are calculated using an estimated interest rate of 5.67% for years 1 through 27 (2025-2051) on the Additional Authorized Improvements Reimbursement Agreements.

<sup>2</sup>Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

**APPENDIX I**  
**COMBINED PROJECTED ANNUAL INSTALLMENTS**

**Appendix I**  
**Combined Projected Annual Installments**

**Parcel  
Equivalent Units  
Assessment**

**All Parcels  
113.24  
\$5,000,000**

Year	Principal <sup>(1)</sup>	Interest <sup>(1)</sup>	Principal <sup>(2)</sup>	Interest <sup>(2)</sup>	Administrative Expenses <sup>(3)</sup>	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
9/30/22	\$0	\$110,817	\$0	\$0	\$0	\$0	(\$110,817)	\$0
9/30/23	\$0	\$175,745	\$0	\$0	\$40,800	\$23,250	(\$175,745)	\$64,050
9/30/24	\$102,000	\$175,745	\$0	\$0	\$41,616	\$23,250	\$0	\$342,611
9/30/25	\$105,000	\$172,430	\$8,000	\$19,845	\$62,448	\$22,740	\$0	\$390,463
9/30/26	\$109,000	\$169,018	\$8,000	\$19,391	\$63,697	\$22,215	\$0	\$391,321
9/30/27	\$112,000	\$165,475	\$8,000	\$18,938	\$64,971	\$21,670	\$0	\$391,054
9/30/28	\$115,000	\$161,835	\$8,000	\$18,484	\$66,271	\$21,110	\$0	\$390,700
9/30/29	\$119,000	\$157,810	\$9,000	\$18,031	\$67,596	\$20,535	\$0	\$391,972
9/30/30	\$123,000	\$153,645	\$9,000	\$17,520	\$68,948	\$19,940	\$0	\$392,053
9/30/31	\$127,000	\$149,340	\$9,000	\$17,010	\$70,327	\$19,325	\$0	\$392,002
9/30/32	\$131,000	\$144,895	\$10,000	\$16,500	\$71,733	\$18,690	\$0	\$392,818
9/30/33	\$135,000	\$140,310	\$10,000	\$15,933	\$73,168	\$18,035	\$0	\$392,446
9/30/34	\$140,000	\$135,248	\$10,000	\$15,366	\$74,632	\$17,360	\$0	\$392,605
9/30/35	\$145,000	\$129,998	\$11,000	\$14,799	\$76,124	\$16,660	\$0	\$393,580
9/30/36	\$150,000	\$124,560	\$11,000	\$14,175	\$77,647	\$15,935	\$0	\$393,317
9/30/37	\$155,000	\$118,935	\$11,000	\$13,551	\$79,200	\$15,185	\$0	\$392,871
9/30/38	\$161,000	\$113,123	\$12,000	\$12,928	\$80,784	\$14,410	\$0	\$394,244
9/30/39	\$166,000	\$107,085	\$12,000	\$12,247	\$82,399	\$13,605	\$0	\$393,336
9/30/40	\$172,000	\$100,860	\$13,000	\$11,567	\$84,047	\$12,775	\$0	\$394,249
9/30/41	\$179,000	\$94,410	\$13,000	\$10,830	\$85,728	\$11,915	\$0	\$394,883
9/30/42	\$185,000	\$87,698	\$14,000	\$10,093	\$87,443	\$11,020	\$0	\$395,253
9/30/43	\$192,000	\$80,760	\$15,000	\$9,299	\$89,192	\$10,095	\$0	\$396,345
9/30/44	\$199,000	\$73,080	\$15,000	\$8,448	\$90,975	\$9,135	\$0	\$395,639
9/30/45	\$207,000	\$65,120	\$16,000	\$7,598	\$92,795	\$8,140	\$0	\$396,653
9/30/46	\$215,000	\$56,840	\$17,000	\$6,691	\$94,651	\$7,105	\$0	\$397,286
9/30/47	\$223,000	\$48,240	\$17,000	\$5,727	\$96,544	\$6,030	\$0	\$396,541
9/30/48	\$232,000	\$39,320	\$18,000	\$4,763	\$98,475	\$4,915	\$0	\$397,473
9/30/49	\$241,000	\$30,040	\$19,000	\$3,742	\$100,444	\$3,755	\$0	\$397,981
9/30/50	\$250,000	\$20,400	\$20,000	\$2,665	\$102,453	\$2,550	\$0	\$398,068
9/30/51	\$260,000	\$10,400	\$27,000	\$1,531	\$104,502	\$1,300	\$0	\$404,733
<b>Total</b>	<b>\$4,650,000</b>	<b>\$3,313,179</b>	<b>\$350,000</b>	<b>\$327,669</b>	<b>\$2,289,610</b>	<b>\$412,650</b>	<b>(\$286,562)</b>	<b>\$11,056,546</b>

<sup>1</sup>Annual Installments are calculated using an interest rate of 3.25% for years 1 through 6 (2022-2027), 3.50% for years 7 through 11 (2028-2032), 3.75% for years 12 through 21 (2033-2042), and 4.00% for years 22 through 30 (2043-2051) on the Series 2022 PID Bonds.

<sup>2</sup>Annual Installments are calculated using an estimated interest rate of 5.67% for years 1 through 30 (2024-2051) on the Additional Authorized Improvements Reimbursement Agreements.

<sup>3</sup>Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

**EXHIBIT B**  
**TOWN OF LITTLE ELM, TEXAS**  
**NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the Town Council of Little Elm, Texas on *February 20, 2024 at or after 6:00 p.m. at Little Elm Town Hall, 100 W. Eldorado Parkway, Little Elm, Texas 75068*. The public hearing will be held to consider proposed assessments to be levied against the assessable property within the Spiritas East Public Improvement District (the “District”) pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the “Act”).

The general nature of the proposed public improvements (collectively, the “Additional Authorized Improvements”) may include: (i) right-of-way purchases, (ii) other soft and related miscellaneous costs, and (iii) administrative cost and costs related to the establishment of the District. These Additional Authorized Improvements shall promote the interests of the Town and confer a special benefit upon the Property.

The total costs of the Additional Authorized Improvements is approximately \$1,024,500.

The District includes approximately *38.468* acres of land generally located *south of U.S. HWY 380 and west of Lewisville Lake*, located within the Town and as more particularly described by a metes and bounds description available at Little Elm Town Hall and available for public inspection.

All written or oral objections on the proposed assessment within the District will be considered at the public hearing.

A copy of the Assessment Roll relating to the Additional Authorized Improvements, which Assessment Roll includes the assessments to be levied against each parcel in the District for the Additional Authorized Improvements, is available for public inspection at the office of the Town Secretary, 100 W. Eldorado Pkwy, Little Elm, Texas 75068.



**Date:** 02/06/2024  
**Agenda Item #:** 6. A.  
**Department:** Development Services  
**Strategic Goal:** Promote and expand Little Elm's identity  
**Staff Contact:** Olga Chernomorets, Planning Manager

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**AGENDA ITEM:**

Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Twin Lakes Vet 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 Twin Lakes Planned Development.

This item was originally presented at the January 16, 2024, regular Town Council meeting and tabled to the February 6, 2024, regular Town Council meeting.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Staff recommends approval.

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**Attachments**

Development Agreement - Twin Lakes PD



STATE OF TEXAS           §  
  §  
COUNTY OF DENTON       §

**DEVELOPMENT AGREEMENT  
FOR Twin Lakes (PD-22-06012)**

This Development Agreement for Twin Lakes PD (“**Agreement**”) is entered into between Twin Lakes Vet LLC (“**Developer**”), whose address for purposes of this Agreement is 26810 US Highway 380 E, Aubrey, TX 76227-7655, 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 approximately 4.478 acres located at 26810 US Highway 380 E 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 Twin Lakes PD Ordinance, No. 1747, 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 120<sup>th</sup> 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, 87<sup>th</sup> 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, 87<sup>th</sup> 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, 87<sup>th</sup> 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

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, 87<sup>th</sup> 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 limited liability company

*Donald E. Bruce*  
By: *Paul H. DeRube*

Date: 1-30-24

**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 \_\_\_\_\_, 2024, 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 \_\_\_\_\_, 2024, 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 \_\_\_\_\_, 2024, 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]

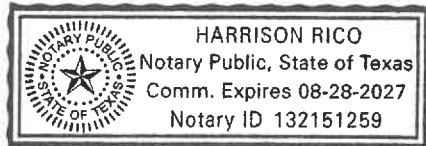
By: \_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

STATE OF TEXAS       §  
                                  §  
COUNTY OF Denton   §

Before me, the undersigned authority, on this 30th day of January, 2024, personally appeared Donald Bray & Randel Denton, 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 Twin Lakes Pet & Bird Clinic.

[Seal]



By: [Signature]  
Notary Public, State of Texas

My Commission Expires: 08/28/2027

**EXHIBIT A**

Property Description

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

This document represents an accurate on the ground survey of 26810 US-380 in the City of Aubrey, Denton County, Texas, on December 30, 2016.

A tract of land situated in the JOSE GONZALEZ SURVEY, ABSTRACT NUMBER 447, Denton County, Texas and being all of a tract of land described in the deed to Twin Lakes Vet, LLC under Document Number 2007-17942 of the Real Property Records, Denton County, Texas.

The exterior boundary of said tract of land is described as follows:

BEGINNING at a 1/2-inch iron rod found on the South right-of-way of U.S. Highway 380 at the Northeast corner of the said Twin Lakes Vet, LLC tract;

THENCE South 01°26'50"West with the common line between the East line of the said Twin Lakes Vet, LLC tract and the West line of a tract of land described in the deed to future benefits, LLC recorded under County Clerk's file Number 2010-8961 of the said Real Property Records a distance of 667.03 feet to a 3/8-inch iron rod found at the Southwest corner thereof;

THENCE South 89°41'44"West the common line between the North line of a tract of land described in the deed to Western Rim Investors 2015-5. L.P. recorded under County Clerk's File Number 2014-73393 of the said Real Property Records and the South line of the said Twin Lakes Vet, LLC tract a distance of 298.58 feet to a capped 1/2-inch iron rod stamped "EAGLE SURVEYING" set at the Southwest corner thereof; THENCE North 01°34'19"East a distance of 581.59 feet to a capped 1/2-inch iron rod stamped "EAGLE SURVEYING" set on the said South right-of-way of U.S. Highway 380;

THENCE North 46°04'20"East along said South right-of-way of U.S. Highway 380 a distance of 131.15 feet to a capped 1/2-inch iron rod found at the beginning of a curve, to the right, having a radius of 11539.16 feet

THENCE along said South right-of-way of U.S. Highway 380 with said curve arc length of 15.32 feet, a chord bearing of South 88°58'32"East a chord length of 15.32 feet to a right-of-way monument with an aluminum cap found for a corner;

THENCE South 88°53'12"East along said South right-of-way of U.S. Highway 380 a distance of 189.73 feet to the POINT OF BEGINNING and enclosing 4.49 of an acre of land more or less.

**EXHIBIT B**

PD Ordinance

**TOWN OF LITTLE ELM  
ORDINANCE NO. 1747**

**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 USES AND DEVELOPMENT STANDARDS ON APPROXIMATELY 4.478 ACRES OF LAND LOCATED AT 26810 US HIGHWAY 380; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, a request for Planned Development-Light Commercial (PD-LC) with modified development standards on approximately 4.478 acres of land, more specifically described in the exhibits, attached hereto; and

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

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

**WHEREAS**, at its regular meeting held on December 7, 2023 the Planning & Zoning Commission considered and made recommendations on Case No. PD-22-06012; 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, on property located at 26810 US Highway 380, within Little Elm's town limits, on approximately 4.478 acres of land more particularly described in **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 standards shall be in accordance with the Light Commercial (LC) District, and all applicable provisions of Chapter 106 – Zoning Ordinance in general, plus as 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 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 16<sup>th</sup> day of January, 2024.

Town of Little Elm, Texas

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Curtis Cornelious, Mayor

ATTEST:

---

Caitlan Biggs, Town Secretary



**Exhibit A**  
Metes and Bounds

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

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**Exhibit B**  
PD Standards

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26810 Us Highway 380 E

**PLANNED DEVELOPMENT REGULATIONS**

August 2023

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1782 W. MCDERMOTT DRIVE  
ALLEN, TX 75013  
469.331.8566  
TBPE FIRM #11525

# **26810 US HIGHWAY 380 E PLANNED DEVELOPMENT DISTRICT STATEMENT OF INTENT AND PURPOSE**

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This zoning submittal encompasses approximately 4.49 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 the development of an animal clinic with an outdoor run, an animal clinic without an outdoor run and a retail building. This planned development will provide the zoning regulations, as depicted in Exhibit B, necessary to develop the property and the final layout must generally conform to the concept plan, as depicted in 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 as outlined within this PD ordinance, therefore amending the existing Town of Little Elm, Texas zoning map. Any conflict between this PD and the Town of Little Elm 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 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.

## Project Location

The proposed PD is located at the intersection of 6810 US Highway 380 E. and Elm Ridge Road. The Legal Description (Exhibit A), Development Standards (Exhibit B), and the concept plan (Exhibit C) have been provided.

The property is surrounded by light commercial uses to the east and west, and multi-family residential use to the south. This PD will provide the opportunity to develop the following:

1. Two (2) single-story shopping center retail buildings; and
2. A two-story animal clinic building with an outdoor run.

# EXHIBIT B

## PLANNED DEVELOPMENT DISTRICT STANDARDS

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### GENERAL REGULATIONS

Purpose. The purpose of this Planned Development district is to allow for the development of 2 retail buildings and a two-story animal clinic with an outdoor run. All buildings are to be located on two platted lots while cohesively tying into the surrounding light commercial zoning areas.

Use Regulations. No building, structure, land or premises will be used, and no building or structure shall hereafter be erected, constructed, reconstructed, or altered, except for one or more of the uses specified in Section 106.05.01(b), "Schedule of Uses – Nonresidential".

Base Zoning District. The permitted uses and standards shall be in accordance with Light Commercial (LC) zoning district, unless otherwise specified herein.

Prohibited Uses. Per this PD, the following uses are prohibited on the subject property:

1. Alternative financial Services;
2. Sexually-oriented businesses;
3. Body art facilities;
4. Smoke shops;
5. Vice paraphernalia;
6. Gaming or slot machines (excluding arcades);
7. Lewd merchandise sales;
8. Pawn shops; and
9. Outdoor storage/display.

Permitted Uses. The permitted uses and standards outlined within the Light Commercial (LC) base zoning district shall be permitted within this PD, with the following additional uses:

1. Animal clinic with an outdoor run;
2. Animal clinic without an outdoor run; and
3. Retail (Store, Shopping Center).

All not defined by this PD shall default to the Little Elm Code of Ordinances as set forth at time of adoption, and as amended.

Height and Area Regulations. All building height and lot area requirements shall be defined by Section 106.03.03 “Zoning Districts – Non-residential/commercial/industrial”.

Architectural Standards. All applicable provisions of Section 106.06.05 “Architectural Standards for Commercial Structures (Includes Office, Retail, Commercial, Mixed Use, Etc.), shall be followed.

Parking Standards. All applicable provision of Division 4 “Parking, Stacking, and Loading Standards.” Shall be followed.

Commercial Landscape and Screening Requirements. All applicable provisions of Section 106.06.18 “Commercial Landscape Requirements” and Section 106.06.31 “Screening” shall be followed.

Signage. All applicable provisions of chapter 86 “Sign Ordinance”, shall be met unless otherwise stated herein:

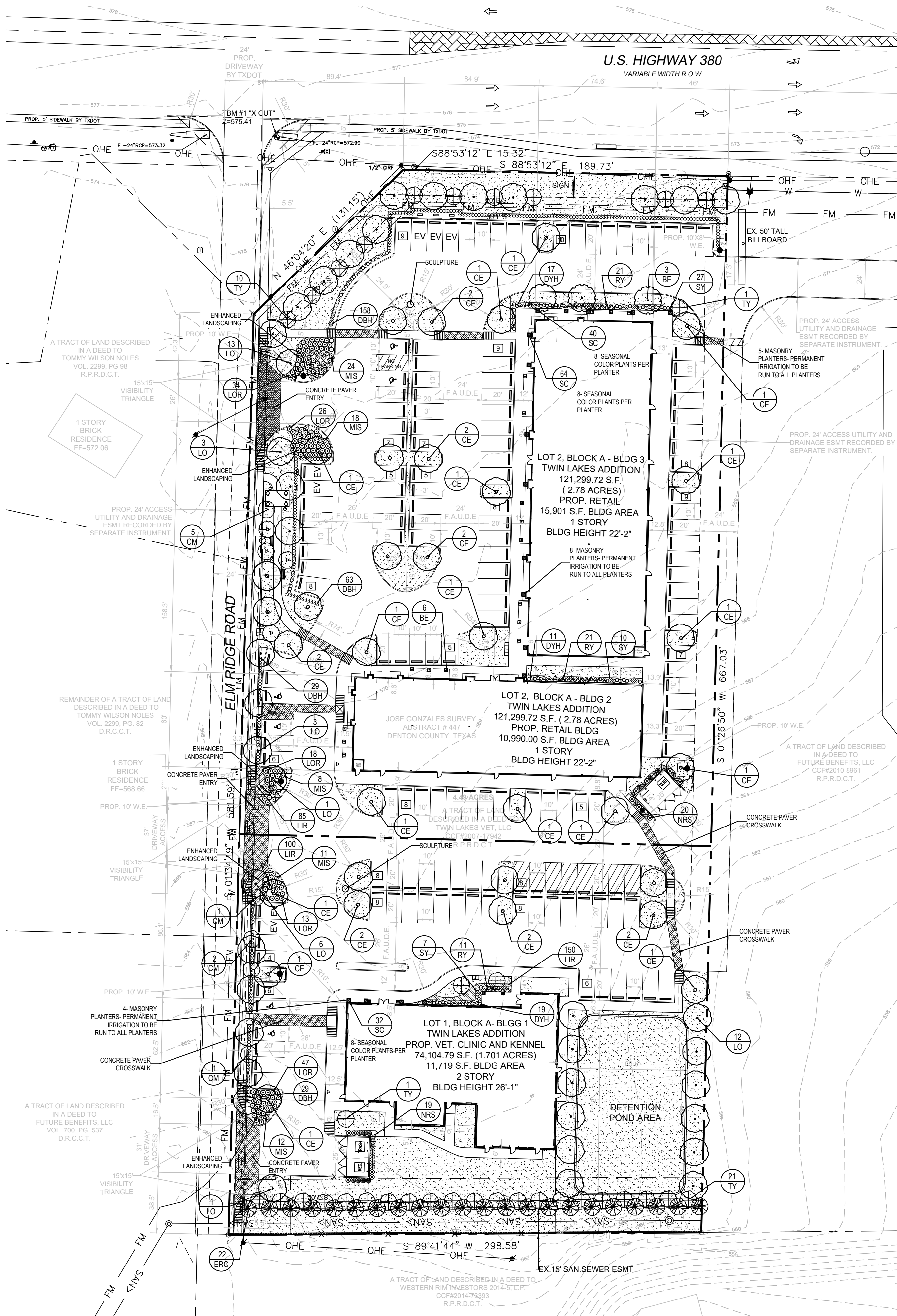
1. Per this PD, a single multi-tenant monument sign shall be permitted along the US Highway 380 street frontage.

**Exhibit C**  
Development Plans









LANDSCAPE TABULATIONS- LOT 2

SITE TREE REQUIREMENTS	
Requirements: 10% of gross vehicular area to be landscaped. (1) tree per 400 s.f. of required landscaped area. Vehicular Area: (53,005 s.f.)	
Required 5,300.5 s.f. (10%)	Provided 7,087.14 s.f. (13%)
Required (13) trees	Provided (44) trees (16) 3" cal. ornamental trees

**PARKING LOT**  
Requirement: All parking spaces must be located within 70' of large canopy tree. One (1) tree per island and One island for every (10) spots.

Provided  
**PERIMETER LANDSCAPE REQUIREMENTS**  
Requirements- Vehicular screening is required from public R.O.W and abutting properties.

Provided  
**US Highway 380- (336 l.f.)** 1 large tree per 30 l.f. of street frontage and 3 ornamentals for every 5 large trees of perimeter

Required 11 trees 6 ornamentals	Provided 11 proposed trees- 4" cal. 10 ornamentals
---------------------------------------	--

**West Perimeter- (328 l.f.)** 1 large tree per 40 l.f. and 3 ornamental trees for every 5 large trees of perimeter

Required 8 trees 5 ornamental trees	Provided 8 proposed trees- 4" cal 5 ornamental trees 2 existing trees
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Perimeter vehicular screening provided with 36" ht. evergreen shrubs

Provided  
Foundation planting and amenity area provided- Amenity area to include plaza, shade structure, benches, table and chairs and trash receptacles.

**LANDSCAPE DESIGN OPTIONS**  
25 POINTS REQUIRED  
Enhanced hardscape (crosswalks are concrete pavers) - 5 points  
Enhanced landscaping - 5 points  
Enhanced entry ways paving - 5 points  
Masonry planters- 4 min. - 5 points  
Small sculpture- 5 points

Total points = 25.00

LANDSCAPE TABULATIONS- LOT 1

SITE TREE REQUIREMENTS	
Requirements: 10% of gross vehicular area to be landscaped. (1) tree per 400 s.f. of required landscaped area. Vehicular Area: (27,386 s.f.)	
Required 2,783.6 s.f. (10%)	Provided 2,773.19 s.f. (10%)
Required (7) trees	Provided (27) trees (4) 3" cal. ornamental trees

**PARKING LOT**  
Requirement: All parking spaces must be located within 70' of large canopy tree. One (1) tree per island and One island for every (10) spots.

Provided  
**PERIMETER LANDSCAPE REQUIREMENTS**  
West Perimeter- (253 l.f.) 1 large tree per 40 l.f. and 3 ornamental trees for every (5) large trees of perimeter

Required 7 trees 4 ornamental trees	Provided 7 proposed trees- 4" cal. 4 ornamental trees
---	---

Perimeter vehicular screening provided with 36" ht. evergreen shrubs  
Provided

Foundation planting and ornamental trees provided on the north side of the building.

**South Perimeter (Residential Adjacency)- (299 l.f.)** Required 8 ft. masonry wall along the entire length of perimeter and a 20' landscape buffer w/ a double row of tree planting 15 ft. on center.

Required 40 trees 8' masonry wall 20' landscape buffer	Provided 43 proposed trees 8' masonry wall 20' landscape buffer
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**DETENTION POND REQUIREMENTS**  
Perimeter- (351 l.f.) 1 large tree per 30 l.f. of perimeter

Required 12 trees	Provided 12 trees
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**LANDSCAPE DESIGN OPTIONS**  
25 POINTS REQUIRED  
Enhanced hardscape (crosswalks are concrete pavers) - 5 points  
Enhanced landscaping - 5 points  
Enhanced entry ways paving - 5 points  
Masonry planters- 4 min. - 5 points  
Small sculpture- 5 points

Total points = 25.00

**RELIEF / EXERCISE AREA NOTES**  
1. The area will be screened by the residential adjacency buffer trees and 8' masonry screen wall that will help reduce noise. The dog waste will be cleaned up daily and the turf soil neutralized as needed to eliminate smell.

PLANT MATERIAL SCHEDULE- LOT 2

TREES		COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
CE	22	Cedar Elm	Ulmus crassifolia	4" cal.	B&B, 12' ht., 5' spread, 6' clear straight trunk
CM	5	Crape Myrtle	Lagerstroemia indica	3" cal.	container 6' ht., 3 or 5 cane, tree form
BE	3	Bosque Elm	Ulmus parvifolia	4" cal.	container, 12' ht., 5' spread, 6' clear straight trunk
LO	19	Live Oak	Quercus virginiana	4" cal.	container, 12' ht., 5' spread, 6' clear straight trunk
TY	11	Tree Yaupon	Ilex vomitoria	3" cal.	container, 6' ht., 3 or 5 cane, tree form
SHRUBS		COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
DBH	250	Dwarf Burford Holly	Ilex cornuta burfordii 'nana'	5 gal.	container grown, 36" ht., 24" spread
DYH	28	Dwarf Yaupon Holly	Ilex vomitoria 'Nana'	3 gal.	container grown, 20" spread
RY	42	Red Yucca	Hesperaloe parvifolia	3 gal.	container grown, 12" spread
LOR	75	Loropetalum	Loropetalum chinensis	5 gal.	container grown, 24" ht., 20" spread
MIS	50	Miscanthus	Miscanthus sinensis	5 gal.	container full, 24" spread
SY	37	Softleaf Yucca	Yucca recurvifolia	3 gal.	container grown, 20" spread
NRS	20	Nellie R. Stevens	Ilex x 'Nellie R. Stevens'	7 gal.	container, 36" ht., 30" spread
GROUNDCOVERS		COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
LIR	85	Liriope	Liriope Muscar	4" pots	container full, well rooted
SC	104	Seasonal Color '419' Bermudagrass	Cynodon dactylon '419'	4" pots	selection by owner solid sod refer to notes
NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be matching within varieties.					

PLANT LEGEND:

+	BOSQUE ELM, 4" CAL.	⊕	TREE YAUPON, 3" CAL.	⊗	DWARF BURFORD HOLLY, 5 GAL.
○	CEDAR ELM, 4" CAL.	⊕	CREPE MYRTLE, 3" CAL.	⊗	SOFT LEAF YUCCA, 3 GAL.
●	LIVE OAK, 4" CAL.	⊗	EASTERN RED CEDAR, 3" CAL.	⊗	DWARF YAUPON HOLLY, 3 GAL.
⊗	BOSQUE ELM, 4" CAL.			⊗	RED YUCCA, 3 GAL.
				⊗	LOROPETALUM, 5 GAL.
				⊗	MISCANTHUS, 5 GAL.

PLANT MATERIAL SCHEDULE- LOT 1

TREES		COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
CE	10	Cedar Elm	Ulmus crassifolia	4" cal.	B&B, 12' ht., 5' spread, 6' clear straight trunk
CM	4	Crape Myrtle	Lagerstroemia indica	3" cal.	container 6' ht., 3 or 5 cane, tree form
LO	19	Live Oak	Quercus virginiana	4" cal.	container, 12' ht., 5' spread, 6' clear straight trunk
TY	24	Yaupon Holly	Ilex vomitoria	3" cal.	container 6' ht., 3 or 5 cane, tree form
ERC	22	Eastern Red Cedar	Juniperus virginiana	3" cal.	B&B, full to base, 3' spread
SHRUBS		COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
DBH	47	Dwarf Burford Holly	Ilex cornuta burfordii 'nana'	5 gal.	container grown, 36" ht., 24" spread
DYH	19	Dwarf Yaupon Holly	Ilex vomitoria 'Nana'	3 gal.	container grown, 20" spread
RY	11	Red Yucca	Hesperaloe parvifolia	3 gal.	container grown, 12" spread
LOR	32	Loropetalum	Loropetalum chinensis	5 gal.	container grown, 24" ht., 20" spread
MIS	23	Miscanthus	Miscanthus sinensis	5 gal.	container full, 24" spread
SY	7	Softleaf Yucca	Yucca recurvifolia	3 gal.	container grown, 20" spread
NRS	19	Nellie R. Stevens	Ilex x 'Nellie R. Stevens'	7 gal.	container, 36" ht., 30" spread
GROUNDCOVERS		COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
LIR	250	Liriope	Liriope Muscar	4" pots	container full, well rooted
SC	32	Seasonal Color '419' Bermudagrass	Cynodon dactylon '419'	4" pots	selection by owner solid sod refer to notes
NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be matching within varieties.					

TOWN OF LITTLE ELM LANDSCAPE NOTES

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

LANDSCAPE NOTES

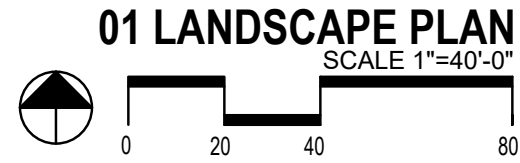
- CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
- CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.
- CONTRACTOR TO PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
- ALL PLANTING BEDS AND LAWN AREAS TO BE SEPARATED BY STEEL EDGING. NO STEEL TO BE INSTALLED ADJACENT TO SIDEWALKS OR CURBS.
- ALL LANDSCAPE AREAS TO BE 100% IRRIGATED WITH AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM AND SHALL INCLUDE RAIN AND FREEZE SENSORS.
- ALL LAWN AREAS TO BE SOLID SOD BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.

GENERAL LAWN NOTES

- FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED ON CIVIL PLANS.
- ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
- ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
- IMPORTED TOPSOIL SHALL BE NATURAL, FRIABLE SOIL FROM THE REGION, KNOWN AS BOTTOM AND SOIL, FREE FROM LUMPS, CLAY, TOXIC SUBSTANCES, ROOTS, DEBRIS, VEGETATION, STONES, CONTAINING NO SALT AND BLACK TO BROWN IN COLOR.
- ALL LAWN AREAS TO BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED, AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR ARCHITECT PRIOR TO INSTALLATION.
- ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLOUDS, STICKS, CONCRETE SPOILS, ETC. SHALL BE REMOVED PRIOR TO PLACING TOPSOIL AND ANY LAWN INSTALLATION.
- CONTRACTOR SHALL PROVIDE (1") ONE INCH OF IMPORTED TOPSOIL ON ALL AREAS TO RECEIVE LAWN.

SOLID SOD NOTES

- FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL DESIRED GRADE IN PLANTING AREAS AND 1" BELOW FINAL GRADE IN TURF AREAS.
- ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
- ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
- CONTRACTOR TO COORDINATE WITH ON-SITE CONSTRUCTION MANAGER FOR AVAILABILITY OF EXISTING TOPSOIL.
- PLANT SOD BY HAND TO COVER INDICATED AREA COMPLETELY. INSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
- ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
- WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
- CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
- CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF AN ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.



LANDSCAPE ARCHITECT  
STUDIO GREEN SPOT, INC.  
1782 W. McDERMOTT DR.  
ALLEN, TEXAS 75013  
(469) 369-4448  
CHRIS@STUDIOGREENSPOT.COM



LC DEVELOPMENT

US HWY. 380/ELM RIDGE RD.  
LITTLE ELM, TEXAS

ISSUE:

CITY COMMENTS 03.30.2023  
CITY COMMENTS 08.01.2023  
CITY COMMENTS 08.26.2023  
CITY COMMENTS 11.09.2023

DATE:

11.09.2023

SHEET NAME:  
LANDSCAPE PLAN

SHEET NUMBER:

L.2







1

2

3

4

5

6

A

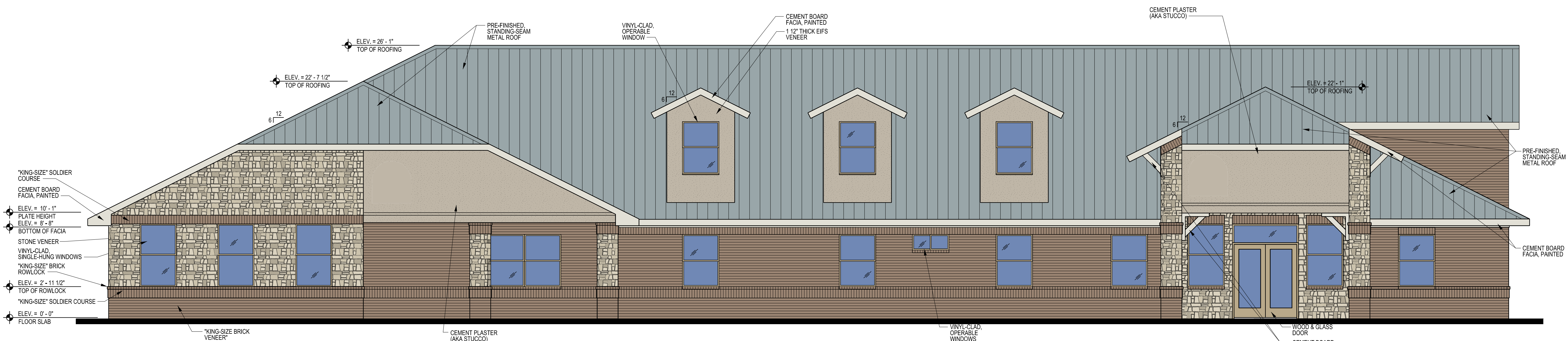
B

C

D

E

F



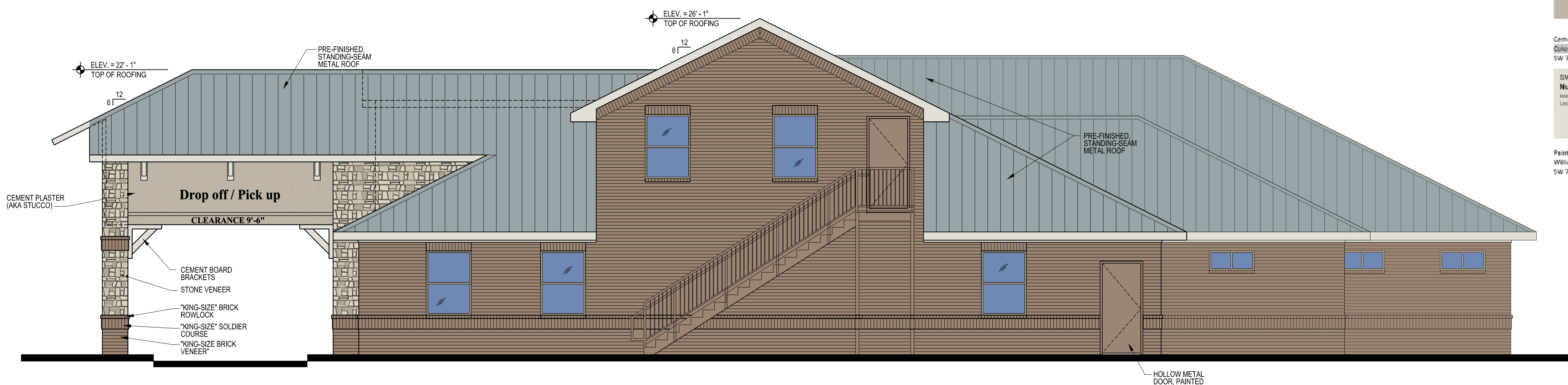
## 01 North Elevation - Veterinary Building

3/16"=1'-0"

MATERIAL COVERAGE - NORTH ELEVATION		
BRICK	836 S.F.	55%
STONE	310 S.F.	21%
CEMENT PLASTER	357 S.F.	24%
SUBTOTAL		
	1503 S.F.	100%
DOORS/ WINDOWS	369 S.F.	20%
TOTAL	1872 S.F.	

## Notes:

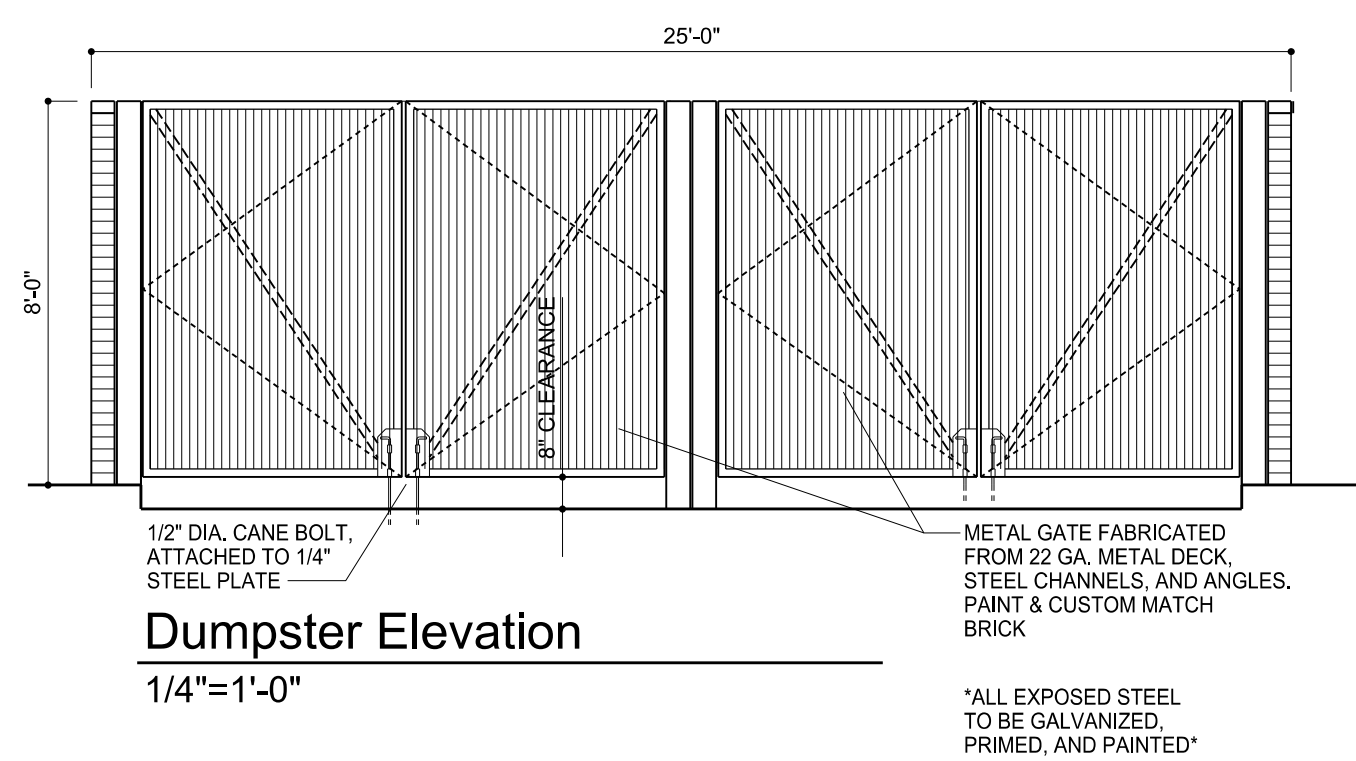
1. All mechanical units shall be screened from public view as required by the
2. All signage areas and locations are subject to approval of Development Services Director
3. When permitted, exposed utility boxes and conduits shall be painted to match the building
4. Roof access shall be provided internally, unless otherwise permitted by the Chief Building Official



## 02 West Elevation - Veterinary Building

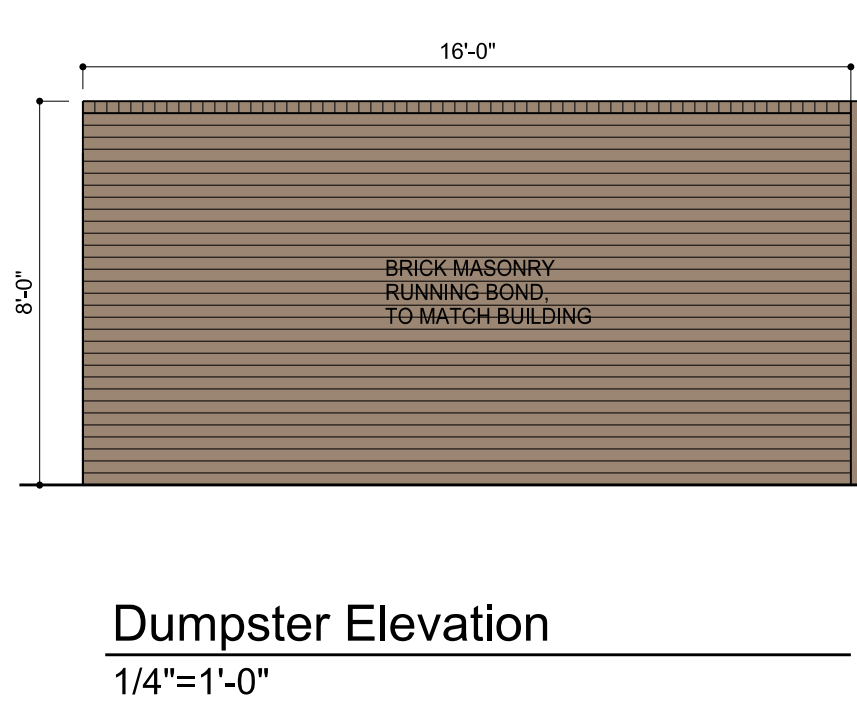
3/16"=1'-0"

MATERIAL COVERAGE - WEST ELEVATION		
BRICK	1002 S.F.	88%
STONE	63 S.F.	6%
CEMENT PLASTER	76 S.F.	6%
SUBTOTAL		
	1141 S.F.	100%
DOORS/ WINDOWS	152 S.F.	12%
TOTAL	1293 S.F.	



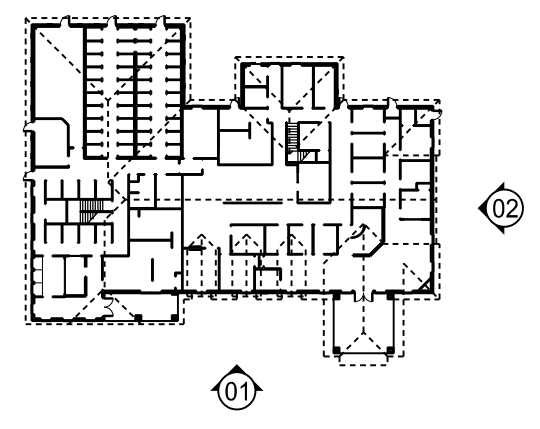
## Dumpster Elevation

1/4"=1'-0"



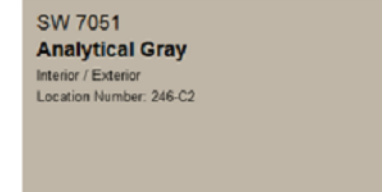
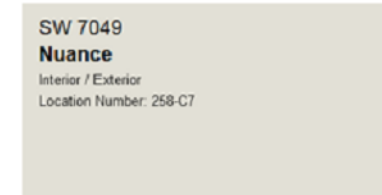
## Dumpster Elevation

1/4"=1'-0"



## Key Plan

Not to scale

Exterior Materials  
Twin Lakes Veterinary  
Little Elm, TexasBrick Veneer  
Acme Brick  
King Size  
Sable OakSW 7051  
Analytical GrayInterior / Exterior  
Location Number: 346-C2Cement Plaster (Stucco)  
Color to match Sherwin Williams  
SW 7051 Analytical GraySW 7049  
NuanceInterior / Exterior  
Location Number: 258-C7Painted Trim (Cement board eaves and fascia)  
Williams  
SW 7049 NuanceStone Veneer  
Rock Materials  
Gray to Tan LuedersWindows  
Ply Gem  
BeigeCityscape  
Standing seam Metal Roofing  
Pac-Clad Cityscape

SEAL:

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PlacesMade architecture  
Phillip Morse, TX Reg No. 17037

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Project No. 15031

Date

Revisions

No. Date

9-5-22

3-31-23

3-31-23

scale verification

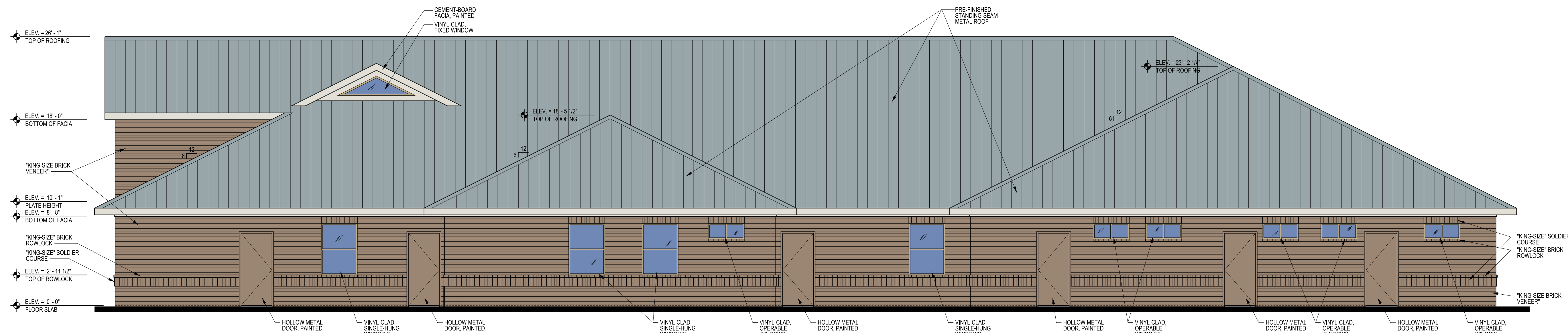
1"

Sheet

A2.1C

Color Elevations



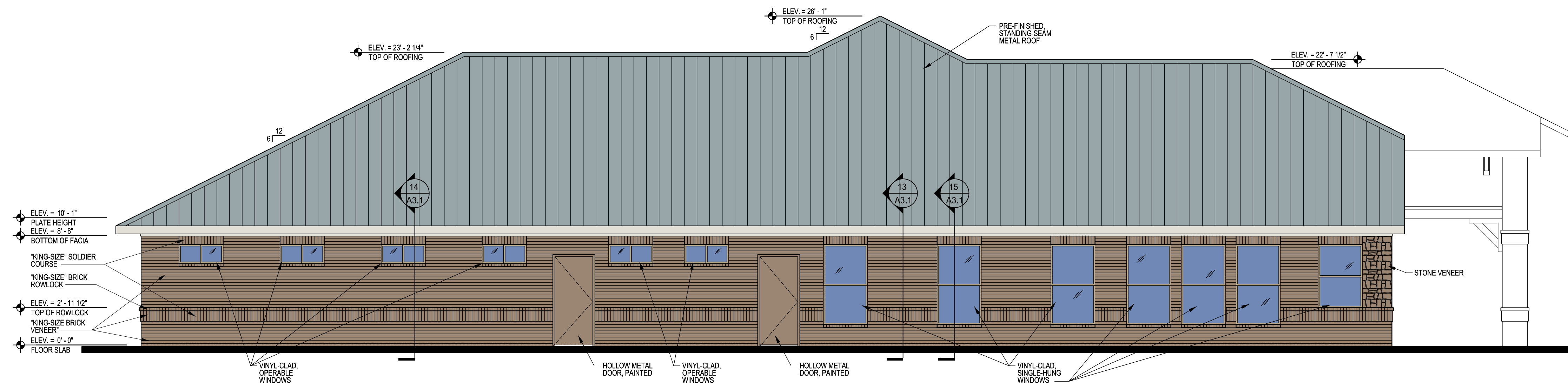


01 South Elevation - Veterinary Building

3/16"=1'-0"

MATERIAL COVERAGE - SOUTH ELEVATION		
BRICK	989 S.F.	100%
STONE	0 S.F.	0%
CEMENT PLASTER	0 S.F.	0%
SUBTOTAL		
	989 S.F.	100%
DOORS/ WINDOWS	246 S.F.	20%
TOTAL	1235 S.F.	

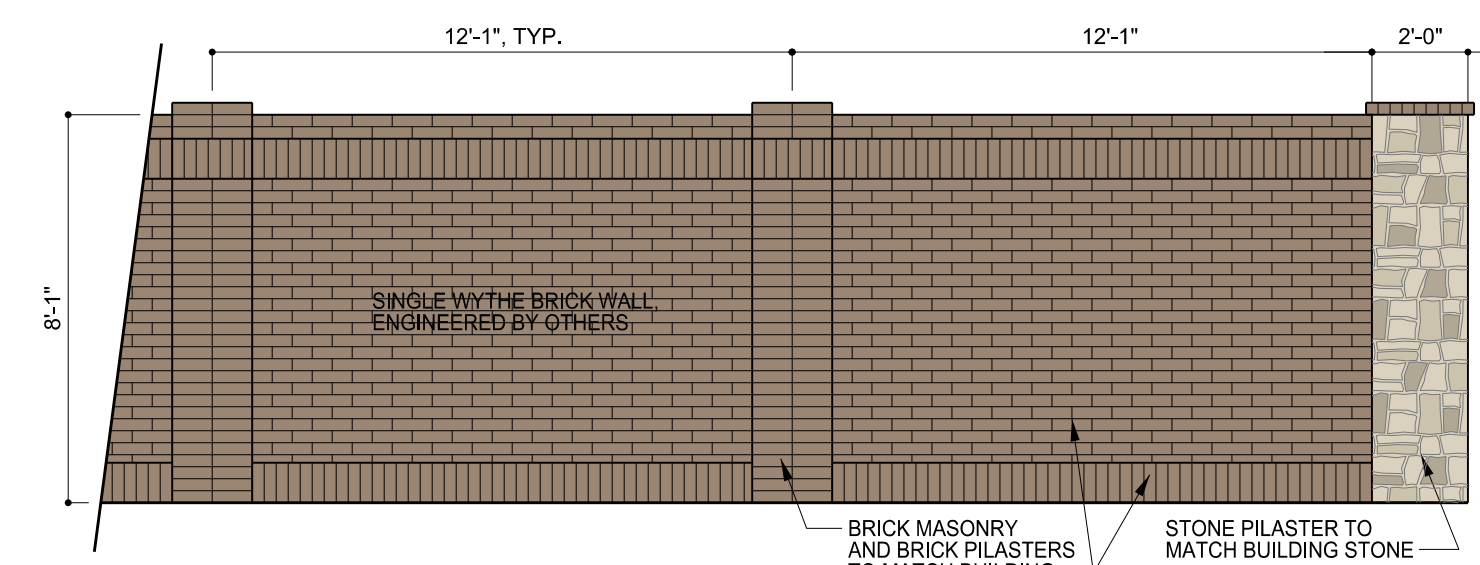
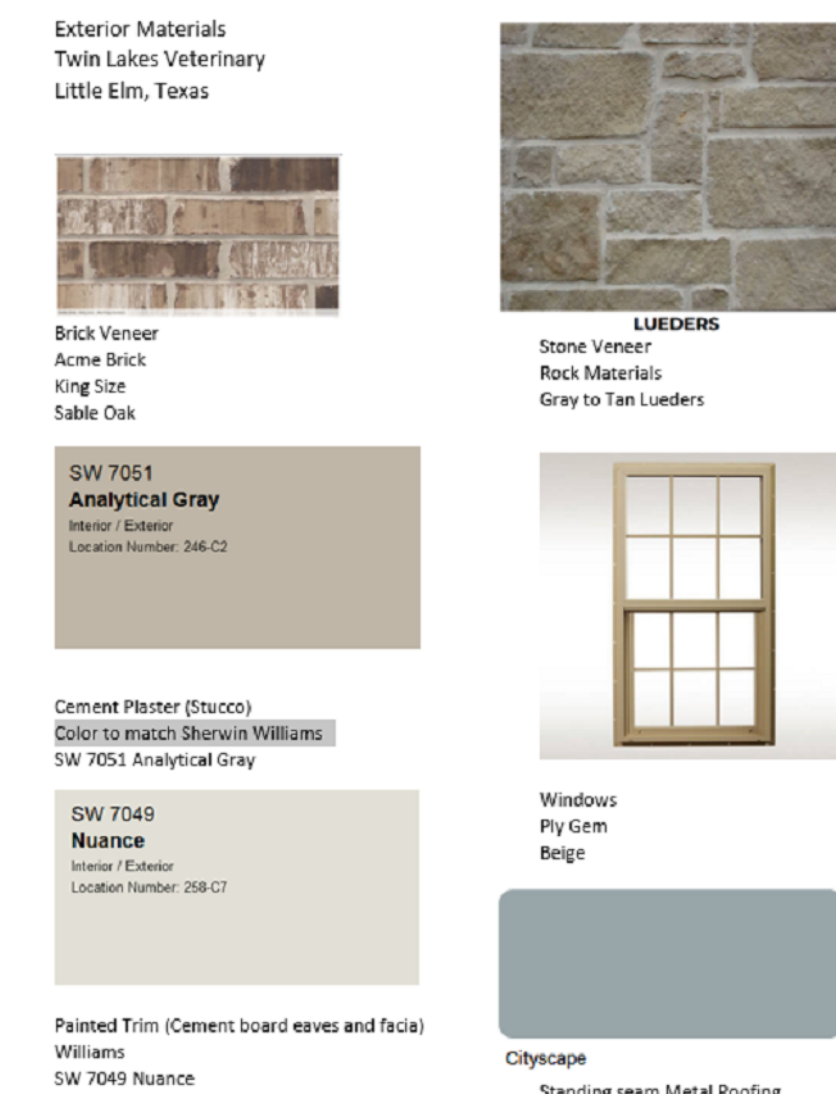
- Notes:
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  3. When permitted, exposed utility boxes and conduits shall be painted to match the building
  4. Roof access shall be provided internally, unless otherwise permitted by the Chief Building Official



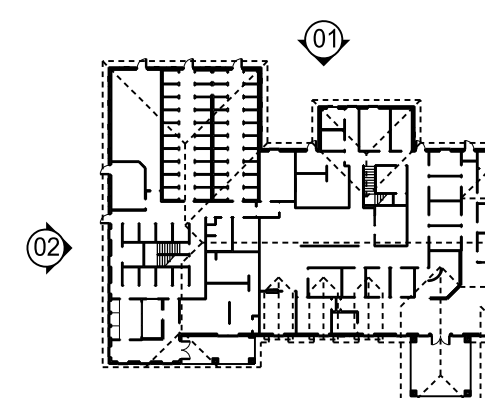
02 East Elevation - Veterinary Building

3/16"=1'-0"

MATERIAL COVERAGE - EAST ELEVATION		
BRICK	623 S.F.	98%
STONE	13 S.F.	2%
CEMENT PLASTER	0 S.F.	0%
SUBTOTAL		
	636 S.F.	100%
DOORS/ WINDOWS	251 S.F.	28%
TOTAL	887 S.F.	



Masonry Screenwall Elevation  
1/4"=1'-0"



Key Plan

Not to scale

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PlacesMade architecture  
Phillip Morse, TX Reg No. 17037

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Project No. 15031

Date

Revisions

No.	Date
9-5-22	
3-31-23	
7-19-23	

scale verification

Sheet  
**A2.2C**

Color Elevations



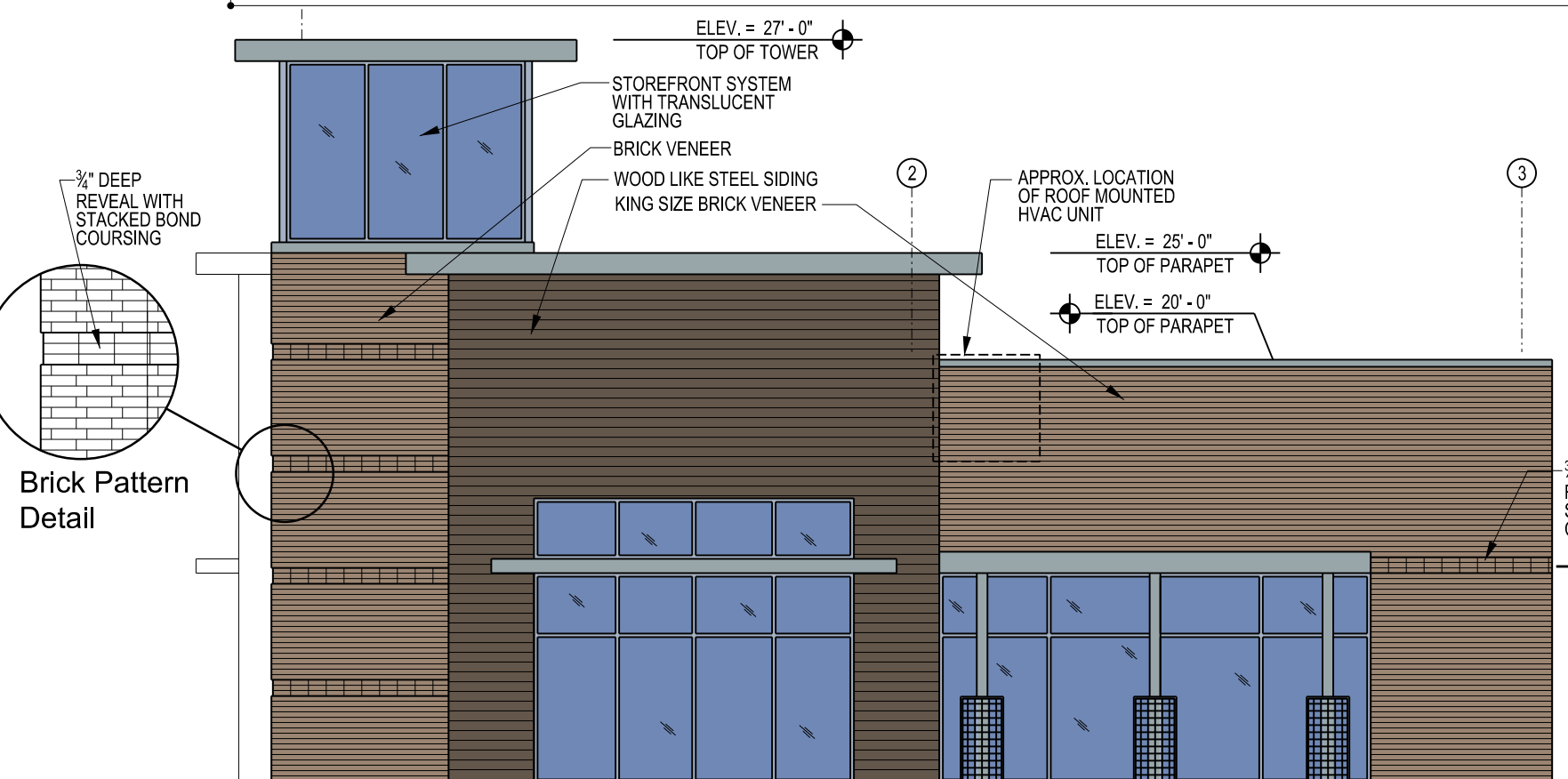
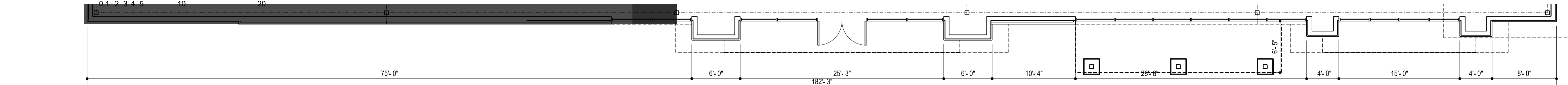


MAT. COVERAGE - NORTH ELEVATION			
BRICK	1674 S.F.	53%	
STUCCO	482 S.F.	15%	
PAINTED STEEL	216 S.F.	6%	
STEEL SIDING	850 S.F.	26%	
SUBTOTAL	3222 S.F.	100%	
DOORS/ WINDOWS	995 S.F.	24%	
TOTAL	4217 S.F.		

MAT. COVERAGE - NORTH ELEV -EXPOSED			
BRICK	662 S.F.	25%	
STUCCO	111 S.F.	18%	
PAINTED STEEL	191 S.F.	10%	
STEEL SIDING	850 S.F.	47%	
SUBTOTAL	1814 S.F.	100%	
DOORS/ WINDOWS	895 S.F.	33%	
TOTAL	2709 S.F.		

01 North Elevation - Building A

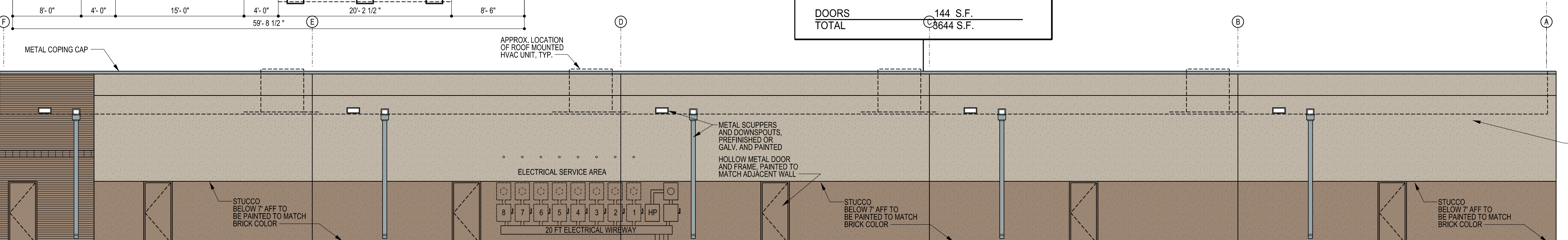
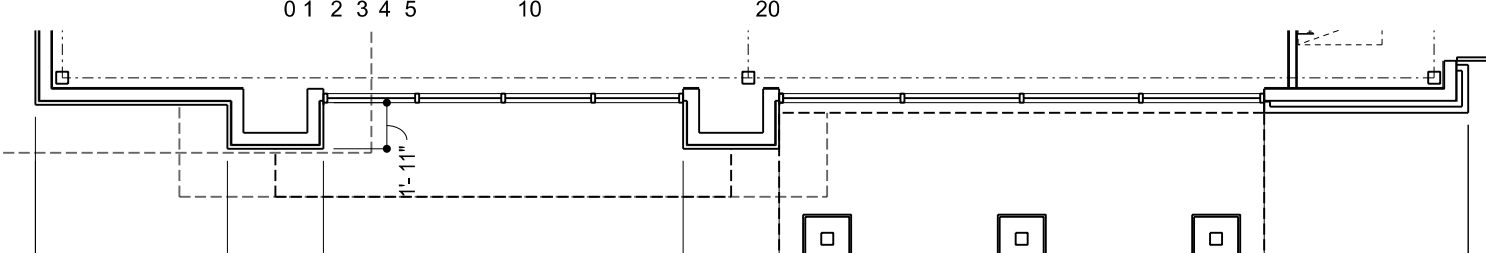
1/8"=1'-0"



MATERIAL COVERAGE - WEST ELEVATION			
BRICK	550 S.F.	53%	
PAINTED STEEL	136 S.F.	13%	
STEEL SIDING	348 S.F.	34%	
SUBTOTAL	1034 S.F.	100%	
DOORS/ WINDOWS	479 S.F.	32%	
TOTAL	1513 S.F.		

02 West Elevation - Building A

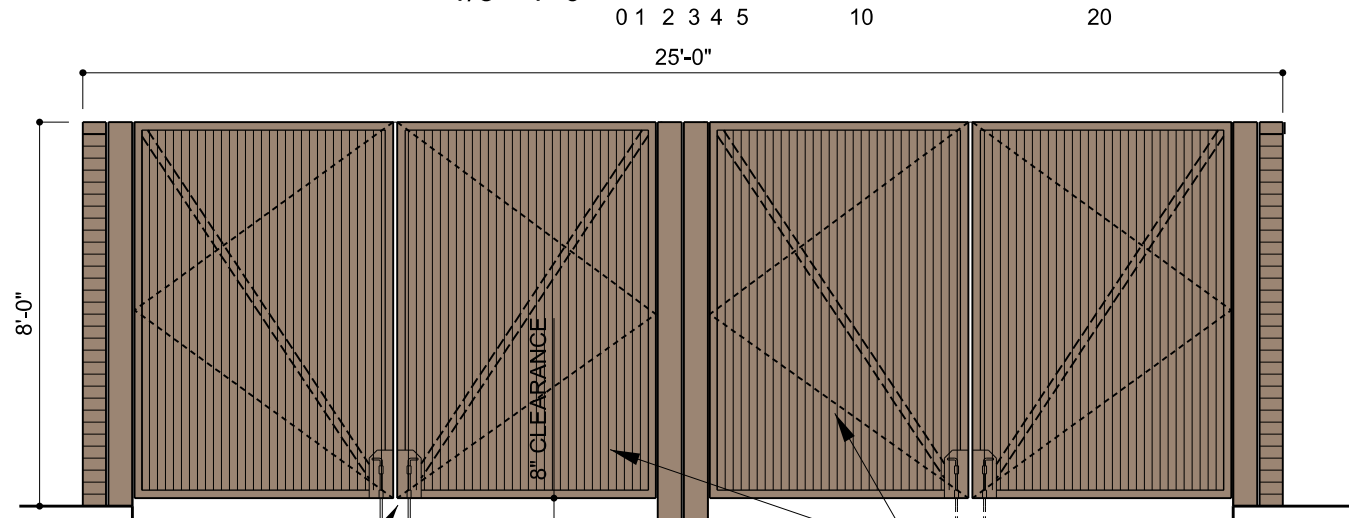
1/8"=1'-0"



MATERIAL COVERAGE - SOUTH ELEVATION			
BRICK	216 S.F.	6%	
STUCCO	3284 S.F.	94%	
SUBTOTAL	3500 S.F.	100%	
DOORS	144 S.F.		
TOTAL	3644 S.F.		

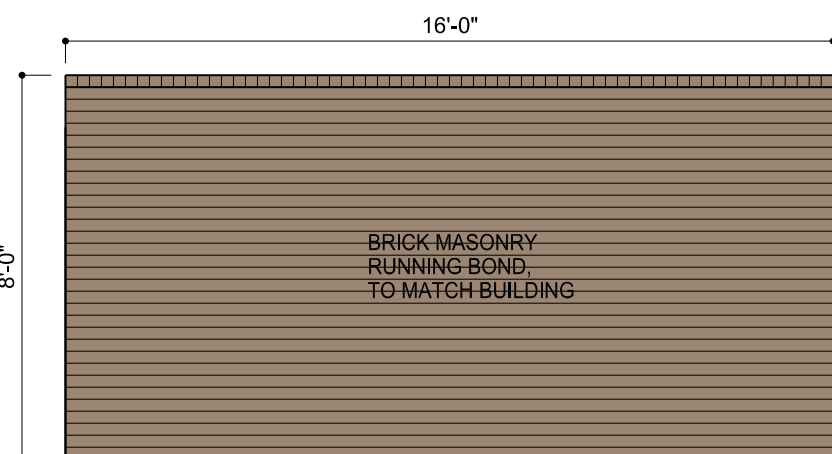
04 South Elevation - Building A

1/8"=1'-0"



Dumpster Elevation

1/4"=1'-0"

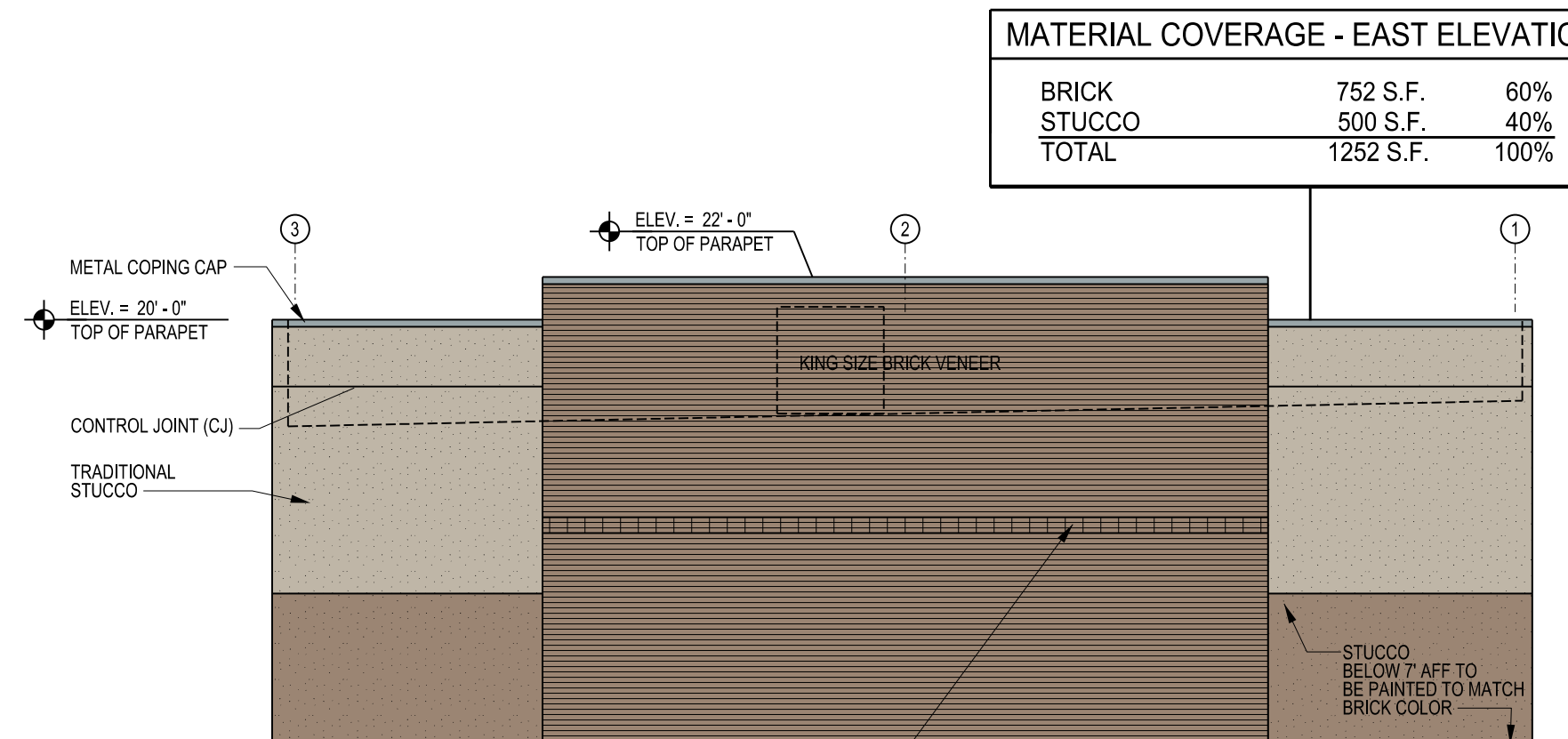


Dumpster Elevation

1/4"=1'-0"

Notes:

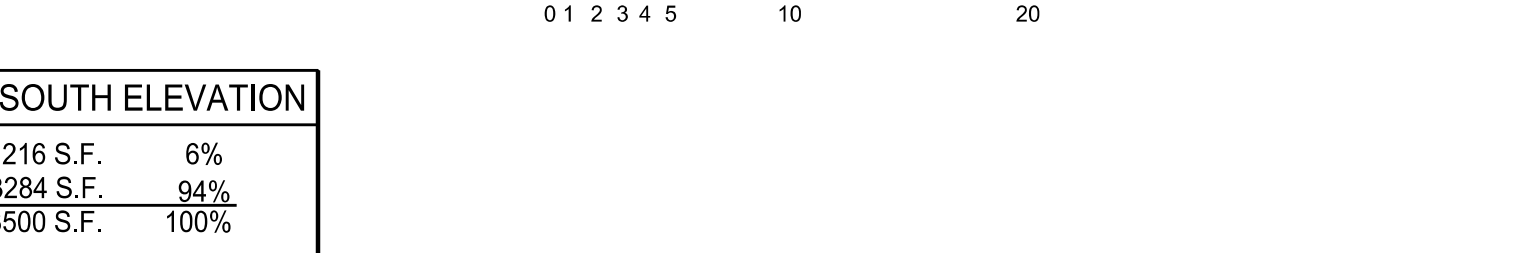
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MATERIAL COVERAGE - EAST ELEVATION			
BRICK	752 S.F.	60%	
STUCCO	500 S.F.	40%	
TOTAL	1252 S.F.	100%	

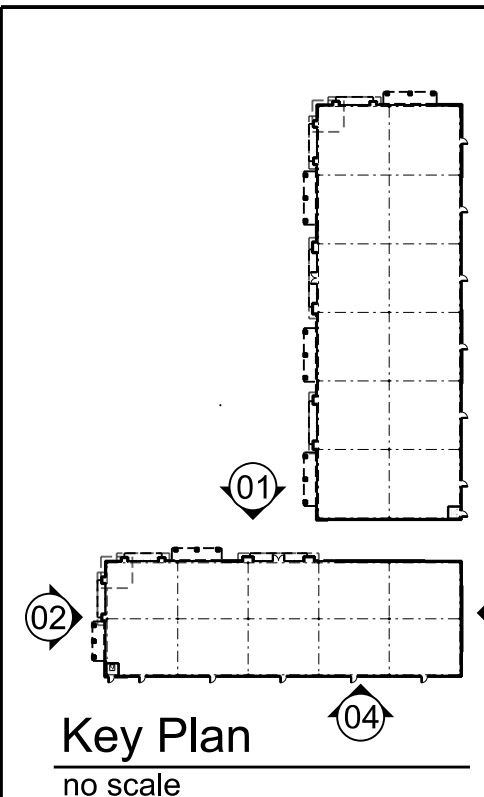
03 East Elevation - Building A

1/8"=1'-0"



Pictorial Example  
of Sable Oak Brick Veneer  
Denotes range of color, not brick pattern.

EXTERIOR MATERIALS	
Exterior Materials Twin Lakes Retail Little Elm, Texas	
Brick Veneer Acme Brick King Size Sable Oak	Clyscaps Painted Galvanized Metal Pac-Clad Clyscaps
GW 7051 Analytical Gray Interior / Exterior Location Number: 248-C2	Wood-Like Steel Siding Vesta Steel Siding 5" Plank Aged Walnut
Cement Plaster (Stucco) Color to match Sherwin Williams SW 7051 Analytical Gray	



Key Plan  
no scale

Phillip Morse, Architect  
PlacesMade architecture  
2840 Keller Springs Road  
Suite 503  
Carrollton, Texas 75006  
214 888 7074  
www.placesmadearch.com

**placesmade**  
architecture  
"made up places made real"

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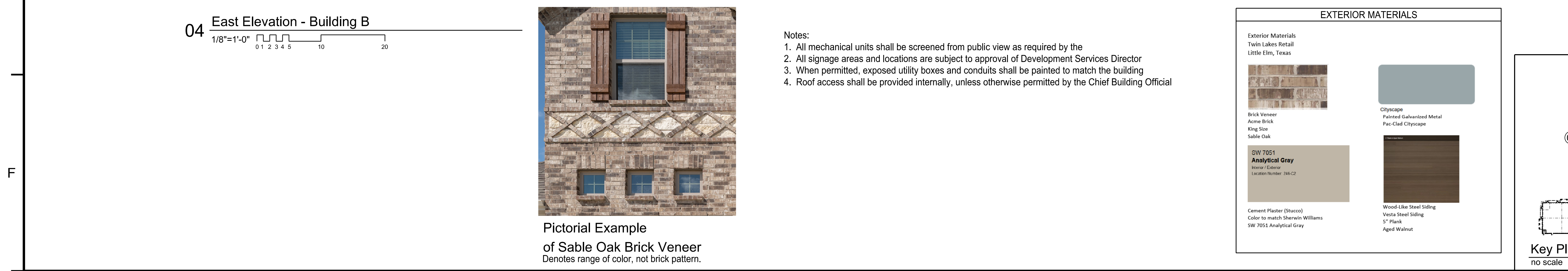
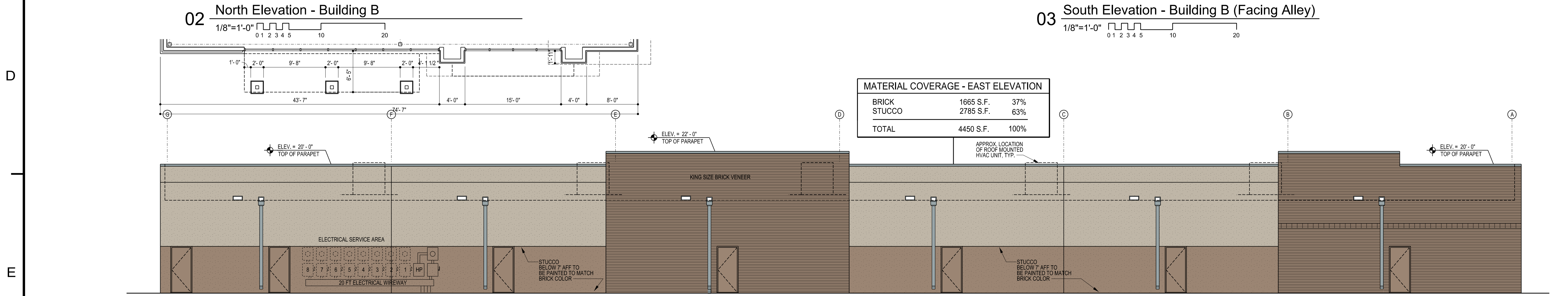
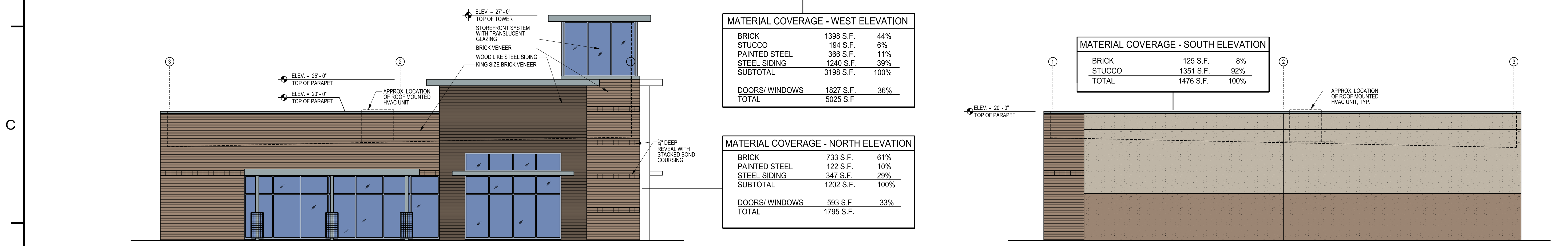
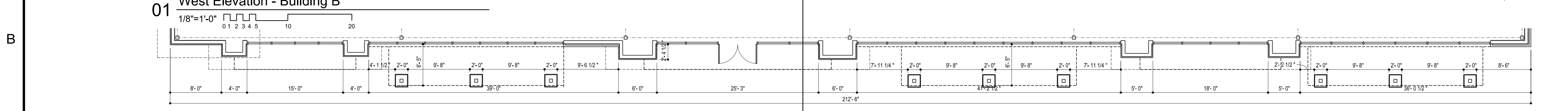
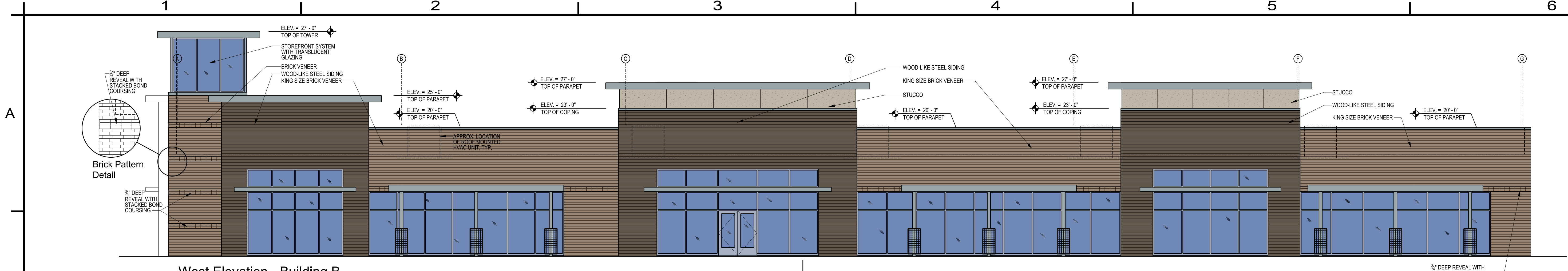
The Texas Board of Architecture and Landscape Architecture has approved the use of this seal block for the professional practice of persons registered as architects in TX, PE Dec 2017, Austin, TX 78703-2017, TX 512-555-9300, www.tbaa.org

**TRI-STAR CONSTRUCTION, INC.**  
**GENERAL CONTRACTORS**  
Building #2  
3601 Yucca Drive  
Flower Mound, Texas 75028  
972.221.5558  
www.tristarcorp.org

Shell Building for:  
**Twin Lakes Retail Center**  
Little Elm, Texas

Project No. 21015  
Date  
Revisions  
No. Date  
9-5-22  
3-31-23  
7-19-23  
10-16-23  
11-7-23  
11-14-23  
scale verification  
1" = 1"  
Sheet  
**A2.1C**  
Building A  
Color Elevations





MATERIAL COVERAGE - WEST ELEVATION			
BRICK	1398 S.F.	44%	
STUCCO	194 S.F.	6%	
PAINTED STEEL	366 S.F.	11%	
STEEL SIDING	1240 S.F.	39%	
SUBTOTAL	3198 S.F.	100%	
DOORS/ WINDOWS	1827 S.F.	36%	
TOTAL	5025 S.F.		

MATERIAL COVERAGE - NORTH ELEVATION			
BRICK	733 S.F.	61%	
PAINTED STEEL	122 S.F.	10%	
STEEL SIDING	347 S.F.	29%	
SUBTOTAL	1202 S.F.	100%	
DOORS/ WINDOWS	593 S.F.	33%	
TOTAL	1795 S.F.		

MATERIAL COVERAGE - SOUTH ELEVATION			
BRICK	125 S.F.	8%	
STUCCO	1351 S.F.	92%	
TOTAL	1476 S.F.	100%	

MATERIAL COVERAGE - EAST ELEVATION			
BRICK	1665 S.F.	37%	
STUCCO	2785 S.F.	63%	
TOTAL	4450 S.F.	100%	



Pictorial Example  
of Sable Oak Brick Veneer  
Denotes range of color, not brick pattern.

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EXTERIOR MATERIALS

Exterior Materials  
Twin Lakes Retail  
Little Elm, Texas

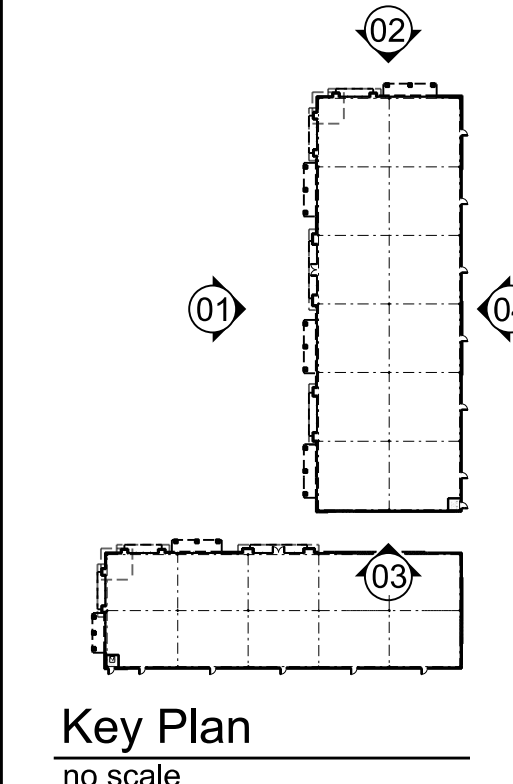
  
Brick Veneer  
Acme Brick  
King Size  
Sable Oak

  
Cityscape  
Painted Galvanized Metal  
Pac-Clad Cityscape

  
SW 7051  
Analytical Gray  
Interior / Exterior  
Location Number 246-C2

  
Wood-Like Steel Siding  
Vesta Steel Siding  
5" Plank  
Aged Walnut

  
Cement Plaster (Stucco)  
Color to match Sherwin Williams  
SW 7051 Analytical Gray



Phillip Morse, Architect

PlacesMade architecture

2840 Keller Springs Road  
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Carrollton, Texas 75006

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TRI-STAR CONSTRUCTION, INC.

GENERAL CONTRACTORS

3601 Yucca Drive  
Flower Mound, Texas 75028

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Shell Building for:

Twin Lakes  
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Project No. 21015

Date

Revisions

No. Date

9-5-22

3-30-23

7-19-23

10-16-23

11-7-23

11-13-23

scale verification

1" = 100'

Sheet

A2.2C

Building B  
Color Elevations