



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

**Tuesday, April 16, 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 an **Update on the Town's Capital Improvement Program.**
2. **Roll Call/Call to Order Regular Town Council Immediately Following Council Workshop.**
 - A. Invocation.
 - B. Pledge to Flags.
 - C. Items to be Withdrawn from Consent Agenda.
 - D. Emergency Items if Posted.
 - E. Request by the Town Council for Items to be Placed on a Future Agenda for Discussion and Recognition of Excused Absences.
 - F. **Presentation of Monthly Updates.**

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

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

3. **Presentations.**

- A. Present a **Proclamation Declaring May 2024 as Mental Health Month and May 10, 2024 as Children's Mental Health Awareness Day.**
- B. Present a **Proclamation Declaring April 22, 2024 as Earth Day.**
- C. Present a **Proclamation Recognizing April 24, 2024 as Armenian Genocide Remembrance Day.**
- D. Recognize **Keep Little Elm Beautiful for Winning the 2024 Governor's Community Achievement Award.**

4. **Public Comments**

Persons may address the Town Council on any issue for up to three (3) minutes. 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 April 2, 2024, Regular Town Council Meeting.**
- B. Consider Action to Approve **Resolution No. 0416202401 Adopting a Special Events Policy for the Town of Little Elm.**
- C. Consider Action to Approve the **Town's Updated 5-Year Water Conservation and Water Resource and Emergency Management Plan.**
- D. Consider Action to Award **RFP 2024-10 for Long-Range Planning and Unified Development Code to Halff Associates in the amount of \$180,000 and Clarion Associates in the amount of \$315,000, for an estimated combined total of \$495,000, and authorization for the Town Manager to execute the agreements.**
- E. Consider Action to Award **Bid 2024-16 for Submersible Sewage Pump and Installation to Xylem Water Solutions, USA Inc. in the amount of \$63,500.**
- F. Consider Action to Approve a **Professional Services Agreement with Signature Automation to Perform Construction Inspection Services and Supervisory Control And Data Acquisition (SCADA) Programming and Interfacing for the new SCADA Control System in the Amount of \$322,186.25.**

- G. Consider Action to Award **Bid 2024-15 for Walker Median Bed Improvements to Haven Landscaping and Irrigation, in the estimated amount of \$50,015.**
- H. Consider Action to Approve an **Escrow Agreement between the Town of Little Elm and Cottonwood Creek Marina, Inc. regarding improvements to Cottonwood Park.**
- I. Consider Action to Approve the **Final Acceptance of The Lawn at The Lakefront Project.**
- J. Consider Action to Approve the **Final Acceptance of the Cottonwood and Lakeside Turf Project.**

6. **Regular Items.**

- A. Consider Action to **Approve Appointments to the Eldorado Corridor and US 380 Corridor Advisory Committees.**

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

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

8. **Reconvene into Open Session**

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

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

9. **Adjourn.**

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

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

Respectfully,

Town Secretary

This is to certify that the above notice was posted on the Town's website this 12th day of April 2024 before 5:00 p.m.



Date: 04/16/2024
Agenda Item #: 1. A.
Department: Administrative Services
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Matt Mueller, Town Manager

AGENDA ITEM:

Present and Discuss an **Update on the Town's Capital Improvement Program.**

DESCRIPTION:

Staff will provide an update to Town Council on the Capital Improvement Program.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.



Date: 04/16/2024
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

AGENDA ITEM:

Present a **Proclamation Declaring May 2024 as Mental Health Month and May 10, 2024 as Children's Mental Health Awareness Day.**

DESCRIPTION:

Mayor Cornelious will present a proclamation declaring May 2024 as Mental Health Month and May 10, 2024 as Children's Mental Health Awareness Day.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Attachments

2024 Mental Health Month Proclamation



Proclamation

WHEREAS, addressing the complex mental health needs of children, youth, and families today is fundamental to the future of the Town of Little Elm; and

WHEREAS, the residents of the Town of Little Elm value their overall health and that of their families and fellow citizens and are proud to support observances such as Mental Health Month and Children's Mental Health Awareness Day; and

WHEREAS, one in five adults has a diagnosable mental health condition; and

WHEREAS, half of Denton County parents are not familiar with mental health services in their community; and

WHEREAS, the need for comprehensive, coordinated mental health services for individuals and families places upon our community is a critical responsibility; and

WHEREAS, there is a strong body of research that supports specific tools that all Americans can use, to better handle challenges, and protect their overall health and well-being; and

WHEREAS, each citizen, local business, school, government agency, healthcare provider, and faith-based organization shares the burden of mental health concerns and has a responsibility to promote mental wellness, recovery, and support prevention efforts; and

WHEREAS, the Denton County Behavioral Health Leadership Team, Denton County MHMR Center, United Way of Denton County and the Wellness Alliance for Total Children's Health of Denton County led by Cook Children's Hospital, through their unique partnership and prevention-based approach to serving children and adolescents, are effectively addressing the mental health needs of children, youth and families in our community; and

WHEREAS, it is appropriate that a month should be set apart each year for the direction of our thoughts toward mental health education and the support of treatment and recovery; and

WHEREAS, it is appropriate that a day should be set apart each year for the direction of our thoughts toward our children's mental health and well-being; and

NOW, THEREFORE, we declare May 2024 as **Mental Health Month** and May 10, 2024 as **Children's Mental Health Awareness Day** and call upon our residents and all agencies and organizations interested in meeting every person's mental health needs to unite this month in the observance of such exercises as will commit the people of Little Elm to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people mental health conditions.

Given under my hand and Seal of the Town of Little Elm, Texas, this 16th day of April, 2024.

Curtis J. Cornelious, Mayor of Little Elm



Date: 04/16/2024
Agenda Item #: 3. B.
Department: Administrative Services
Strategic Goal: Ensure strong relationship within the community and region
Staff Contact: Kate Graham, Assistant to the Town Manager

AGENDA ITEM:

Present a **Proclamation Declaring April 22, 2024 as Earth Day.**

DESCRIPTION:

Mayor Cornelious will present a proclamation declaring April 22, 2024 as Earth Day.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Attachments

2024 Earth Day Proclamation



Proclamation

WHEREAS, Earth Day is commemorated annually on April 22nd to demonstrate support for environmental protection, advance sustainability initiatives, and raise awareness about the challenges facing our planet; and

WHEREAS, the theme for Earth Day 2024 is "Planet vs Plastics," highlighting the urgent need to address the global crisis caused by the production, proliferation, and pollution of plastics, the impact of which can be felt in every corner of the planet; and

WHEREAS, plastics have become a pervasive and harmful presence in our ecosystems, endangering wildlife and humans alike, contaminating water sources, and contributing to the degradation of our natural resources; and

WHEREAS, a global public health crisis has emerged due to plastics contaminating our water, air, land, and food, resulting in hormone disruptions, reproductive issues, and other health complications which cost the United States an estimated \$250 billion annually in healthcare costs; and

WHEREAS, it is imperative that we take collective action to reduce plastic consumption, promote sustainable alternatives, and advocate for policies that mitigate the distribution of single-use plastics and plastic waste.

NOW, THEREFORE, we declare April 22, 2024 as **Earth Day 2024** in the Town of Little Elm, Texas, and urge all residents, businesses, and institutions to join in efforts to combat plastic pollution, promote environmental sustainability, and work towards a healthier, more resilient planet.

Given under my hand and Seal of the Town of Little Elm, Texas, this 16th day of April, 2024.

Curtis J. Cornelious, Mayor of Little Elm



Date: 04/16/2024
Agenda Item #: 3. C.
Department: Administrative Services
Strategic Goal: Ensure strong relationship within the community and region
Staff Contact: Kate Graham, Assistant to the Town Manager

AGENDA ITEM:

Present a **Proclamation Recognizing April 24, 2024 as Armenian Genocide Remembrance Day.**

DESCRIPTION:

Mayor Cornelious will present a proclamation recognizing April 24, 2024 as Armenian Genocide Remembrance Day.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Attachments

2024 Armenian Genocide Remembrance Day



Proclamation

WHEREAS, the Armenian Genocide unfolded during the tumultuous years of World War I within the boundaries of the Ottoman Empire; and

WHEREAS, after World War I, massacres and ethnic cleansing continued during the Turkish War of Independence. The Armenian homeland in eastern Anatolia, which was inhabited by the Armenians for more than 2,000 years, was forever changed.; and

WHEREAS, between 1915 and 1916, an estimated 1.5 to 2 million Armenians were forcibly marched from their homes to the Syrian Desert. These death marches were characterized by unimaginable suffering—deprivation of food, water, and basic necessities.; and

WHEREAS, this dark chapter in history left an indelible mark on the Armenian people, forever altering their collective identity and shaping the course of their future; and

WHEREAS, 34 countries have officially recognized these events as genocide, and scholars, historians, and survivors continue to advocate for acknowledgment and justice, Turkey still denies the first genocide of the 20th century; and

NOW, THEREFORE, we recognize April 24, 2024 as **Armenian Genocide Remembrance Day** and call on our residents to honor and remember the lives lost and advocate for truth, reconciliation, and human rights.

Given under my hand and Seal of the Town of Little Elm, Texas, this 16th day of April, 2024.

Curtis J. Cornelious, Mayor of Little Elm



Date: 04/16/2024
Agenda Item #: 3. D.
Department: Administrative Services
Strategic Goal: Ensure strong relationship within the community and region
Staff Contact: Kate Graham, Assistant to the Town Manager

AGENDA ITEM:

Recognize **Keep Little Elm Beautiful for Winning the 2024 Governor's Community Achievement Award.**

DESCRIPTION:

Keep Little Elm Beautiful (KLEB) was awarded the 2024 Governor's Community Achievement Award for their population category.

BUDGET IMPACT:

KLEB will receive \$250,000 in landscape funding for a landscaping project to be completed by TxDOT along a state-maintained roadway.

RECOMMENDED ACTION:

Information only, no action required.



Date: 04/16/2024
Agenda Item #: 5. A.
Department: Administrative Services
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Consider Action to Approve the **Minutes from the April 2, 2024, Regular Town Council Meeting.**

DESCRIPTION:

The minutes from the April 2, 2024, regular Town Council meeting are attached for approval.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Minutes - April 2, 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 APRIL 2, 2024 - 6:00 p.m.

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

Absent: Council Member Andrew Evans

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

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

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

A. Discuss the May Meeting Schedule.

Council gave direction to move the May 7 meeting to May 14 due to the canvass period.

B. Present and Discuss Screening and Fencing Requirements.

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

C. Present and Discuss the Town of Little Elm Special Events Policy.

Managing Director of Business Development & Tourism Drew Bailey gave an overview of the policy.

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

A. Invocation.

Council Member Neil Blais gave the invocation.

- B. Pledge to Flags.
- C. Items to be Withdrawn from Consent Agenda.

None.

- D. Emergency Items if Posted.

None.

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

Council Member Lisa G. Norman will be absent the next meeting.

- 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 stated that the Town Expo/Touch a Truck event will be hosted next Saturday, April 13. He also stated that our Public Works building is nearing completion with an anticipated ribbon cutting in May.

- 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 Declaring April 2024 as Child Abuse Prevention Month.**

The Mayor presented the proclamation.

4. Public Comments

Persons may address the Town Council on any issue for up to three (3) minutes. This is the appropriate time for citizens to address the Council on any concern whether on this agenda or not. In accordance with the State of Texas Open Meeting Act, the council may not comment or deliberate such statements during this period, except as authorized by Section 551.007, Texas Government Code.

None.

5. Consent Agenda

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

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

Vote: 6 - 0 - Unanimously

- A. Consider Action to Approve the **Minutes from the March 19, 2024, Regular Town Council Meeting.**
- B. Consider Action to Approve a **Proposal with Aqua-Aerobic System, Inc. for Repairs to the Wastewater Treatment Plant Filter System Unit Number 1 in an Amount not to Exceed \$100,000.**
- C. Consider Action to Award **Bid 2024-14 for SCADA System Upgrades, in the estimated amount of \$824,000.**
- D. Consider Action to Approve an **Interlocal Cooperation Agreement (ICA) between the Town of Little Elm and Denton County, Texas regarding the Fishtrap Road Expansion Project.**
- E. Consider Action to Approve a **Professional Services Agreement (PSA) between the Town of Little Elm and Teague Nall and Perkins, Inc. regarding the Design of the Fishtrap Road Expansion Project.**
- F. Consider Action to Approve a **Construction Contract with Ratliff Hardscape for the Eldorado Parkway Fence Project.**
- G. Consider Action to Approve a **Construction Contract with Ratliff Hardscape for the North Little Elm Library Kiosk Project.**
- H. Consider Action to Approve **Resolution No. 0402202401 regarding a Local On-System Agreement with the Texas Department of Transportation regarding Pavement Striping Improvements at the Intersection of Eldorado Parkway and Oak Grove Parkway.**

- I. Consider Action to Approve **Resolution No. 0402202402 of the Town Council of the Town of Little Elm, Texas, Authorizing and Approving a Project of the Little Elm Community Development Corporation, a Texas Non-Profit Corporation, in the amount not to exceed Five Hundred Thousand and No/100 Dollars (\$500,000.00) for Fencing and Related Improvements to Eldorado Parkway and Little Elm Park, Authorized by Section 505.152 of the Texas Local Government Code; Authorizing the Advancement of Funds for Said Project in the amount not to exceed Five Hundred Thousand and No/100 Dollars (\$500,000.00) to be Reimbursed by the Little Elm Community Development Corporation Following Compliance with State Law Requirements; and Providing for an Immediate Effective Date.**

6. Regular Items.

- A. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1754 Regarding a Request for a Specific Use Permit at 26780 US Highway 380, Currently Zoned as Light Commercial (LC), with US 380 District Overlay, within Little Elm's Town Limits, in Order to Allow for Site Alterations and Improvements of an Existing Automated Carwash**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

Take Action on Ordinance No. 1754:

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

Open Public Hearing: 7:01 p.m.

Receive Public Comments: The applicant, Cameron Ray 26780 HWY 380, Little Elm, TX 75068, spoke about the remodel for their property and enhancing the area.

Close Public Hearing: 7:04 p.m.

Motion by Council Member Michel Hambrick, seconded by Council Member Neil Blais *to approve Ordinance No. 1754 with the condition recommended by P&Z Commission.*

Vote: 6 - 0 - Unanimously

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

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

Council convened into Executive Session at 7:04 p.m.

8. Reconvene into Open Session

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

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

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

9. Adjourn.

Meeting was adjourned at 7:36 p.m.

Respectfully,

Caitlan Biggs
Town Secretary

Passed and Approved this _____ day of _____ 2024.



Date: 04/16/2024
Agenda Item #: 5. B.
Department: Community Services
Strategic Goal: Ensure strong relationship within the community and region
Staff Contact: Drew Bailey, Managing Director of Business Development and Tourism

AGENDA ITEM:

Consider Action to Approve **Resolution No. 0416202401 Adopting a Special Events Policy for the Town of Little Elm.**

DESCRIPTION:

Town staff presented this policy to Town Council at its April 2, 2024, regular meeting. This item will adopt the policy.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Resolution No. 0416202401

RESOLUTION NO. 0416202401

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS APPROVING A SPECIAL EVENTS POLICY, AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. The Special Events Policy for the Town of Little Elm, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved.

SECTION 2. This Resolution shall take effect from and after its date of adoption.

DULY RESOLVED AND ADOPTED by the Town Council of the Town of Little Elm, Texas, on this the 16th day of April, 2024.

TOWN OF LITTLE ELM, TEXAS

Curtis J. Cornelious, Mayor

ATTEST:

APPROVED AS TO FORM:

Caitlan Biggs, Town Secretary

Robert Brown, Town Attorney

EXHIBIT A



THE TOWN OF LITTLE ELM SPECIAL EVENTS POLICY

GENERAL POLICY STATEMENT

The Town of Little Elm produces and partners with organizations to host special events that enhance the quality of life, provide entertainment, promote local economic health, attract visitors, and contribute to the dynamic atmosphere of the community. To facilitate the use of Town-owned, leased, or managed recreation and park facilities, the Town has established orders, policies, and procedures to ensure the success of such events by providing a system for advanced planning, standard information, and basic ground rules that allow special event organizers, sponsors, and facility users to achieve their mutual goals, while minimizing the impact of the event on the community.

This policy and related procedures to regulate special events held in the Town so they can occur with the safety and health of the participants in mind, the protection of public property considered, and the impact on non-participating residents minimized.

All events should accomplish at minimum of one of the three philosophies below:

1. The event generates a profit, or at a minimum, cost recovers
2. The event brings an economic impact to the community that justifies a subsidy
3. The event primarily focuses on residents of Little Elm to justify a subsidy

FACILITY USE AND PERMIT INFORMATION

The Town's Special Events Department is responsible for distributing, receiving, and processing all Special Event Applications and for coordinating review of applications by appropriate town departments and, if required, the Town Council. The Special Events Department is located at The Rec at The Lakefront™ – 303 Main St., Little Elm Texas, 75068.

The Town's Parks and Recreation Department is responsible for distributing, receiving, and processing all facility reservations and permits for the use of Town-owned/leased athletic fields, park pavilions, outdoor courts, aquatic facilities, recreation centers, community centers, trails, and parks.

DEFINITIONS

"Special Event"

A special event is a pre-planned temporary major activity involving the use of Town property (owned or leased) or resources, including activities that trigger an inspection on private property outside of the business' normal operations. Such activities are customarily held for entertainment, celebration, amusement, promotions, or competitions.

"Applicant"

A person who is submitting the Special Event Application.

"Permit Holder"

A person who has received approval from the Town and is the point of contact for the event.

“Low-Compliance Events”

A special event designated by staff as low compliance will automatically be a Category 4 event if approved by the Town in the future. Organizers for these events either did not follow Town rules and regulations and/or did not work productively with Town staff.

EVENT TYPES

“Commercial Event”

A commercial event is a special event held by for-profit organizations that is open to public participation (fee or free) and may include, but is not limited to, a fair, festival, exhibition, concert, race, or carnival centered around music, art, culture, food, car/truck/vehicle, etc. These events require an approved Special Event Application.

“Regional Event”

A regional event is a special event that attracts attendees from across the region through marketing efforts and draws participants from neighboring cities or states.

“Community Event”

An event aimed at promoting community engagement and is open and focused on community members. These events typically come at no or low cost to the attendees.

“Athletic Events”

An athletic event is a pre-planned temporary game or contest or series of games or contests involving use of Town resources or likely to draw crowds that would impact the public.

Event Categories

All events will fall into one of five distinct event categories. Each category builds on the previous category, with additional needs and requirements for the event to be successful.

Category 1

Event attendance is estimated at 500 attendees or less.

Event Elements

- Amplified sound
- Play structure rentals (bounce houses)
- No police or medical personnel are required
- Minimal use of public property
- Minimal health department oversight is required

Category 2

Event attendance is estimated between 500 - 2,500 attendees.

Event Elements

- Minimal police or medical personnel required onsite
- No major traffic impacts
- Time of day may be a consideration for certain event types

Category 3

Event attendance estimated between 2,500 - 7,500 attendees.

Event Elements

- Police and medical personnel required
- Emergency Management and Command personnel required, command vehicle optional
- Road closures
- Alcohol sales

Category 4

Event attendance estimated between 7,500 - 12,000 attendees.

Category 4 events must be approved by the Town Council in addition to the permitting process.

Event Elements

- Multi-day events
- Complex logistics
- Significant parking/traffic impacts
- Major road closures
- Significant neighborhood impacts
- Low compliance events
- Command vehicle required
- Controlled access events (barricades, etc.)
- Events that are hosted, proposed, or represented by a member of the Little Elm governing body

Category 5

These events have an estimated attendance of 12,000+ people. Category 5 events must be approved by Town Council in addition to the permitting process. These events are similar to a Category 4 event but with a significant impact on public safety or stakeholder convenience.

SPECIAL EVENT PERMIT PROCESS

The Town provides a wide variety of facilities for special events and general leisure time use. When planning a festival, race, walk, parade, concert, tournament, rally, or any major event on Town property (owned, leased, operated and/or managed) or on a road within the Town boundaries, a Special Event Application must be submitted and a permit must be issued for the event to take place.

While all special events require the same application, the application review, approval period, and required permit(s) may vary depending on the type and location. No events should be publicized until the Applicant has received all necessary permits and approvals from the Town.

STEP 1: Submit a Special Event Application.

STEP 2: The Town will review and determine the level of involvement or support service provisions, if any, that the event requires.

STEP 3: Notification of status or conditional status to include all applicable requirements needed.

- ✓ Fees: Upon conditional approval, full payment is due.
- ✓ Required Documentation: All applicable documentation including, but not limited to, approved traffic control plan, site plan/map, parking plan, trash plan, a public notification plan, and a public safety plan must be submitted 14 days before the event date.
- ✓ Insurance Requirements: All applicable insurance documentation must be received before event permit being issued.

STEP 4: If the special event is categorized as a level 4 and 5, Town staff will seek final council approval. If the special event is categorized as level 1, 2, or 3, this level is skipped.

SPECIAL EVENT PERMIT: If all documentation is received as required, a final Special Event Permit will be issued to the permit holder, and any other provisions that may be needed will be communicated to the event organizer.

CRITERIA FOR APPROVAL/DISAPPROVAL

In issuing a permit for a special event, the Town considers whether:

- The event is reasonably likely to cause injury to persons or property, create a disturbance, cause disorderly conduct, or encourage or result in violation of the law or community standards;
- The event will unreasonably and substantially interrupt the safe and orderly movement of pedestrians and vehicular traffic in the area;
- The proposed location is adequate for the size and nature of the event;
- The Applicant's apparent ability to execute the event;
- The Applicant's apparent ability to obtain the appropriate insurance (if applicable);
- The event unreasonably conflicts with other scheduled special events in the community;
- All permit requirements have been met.

All events should accomplish a minimum of one of the three philosophies below:

1. The event generates a profit, or at a minimum, cost recovers
2. The event brings an economic impact to the community that justifies a subsidy
3. The event primarily focuses on residents of Little Elm to justify a subsidy

REQUIRED APPROVALS

The application review process begins when the Town's Special Event Department has received a completed application. Applications for special events must be approved by all appropriate departments, which may include the Little Elm Fire Department, Little Elm Police Department, and Little Elm Public Works Department.

Approval of the event by any other entities or officials does not imply approval by the Town of Little Elm. A Special Event Permit must be issued to be approved. The Town of Little Elm's approval of a special event and/or issuance of a permit does not grant or authorize use of the Town of Little Elm or The Lakefront™ brand, domain, or logo, unless explicitly authorized.

In addition to the special event permit process, any special event hosted, proposed, or represented by a member of the Little Elm governing body must be approved by the Town Council, regardless of the category level.

DEADLINES

Applications should be submitted at a minimum within the timeframes specified for the types of events proposed, which are listed on each application. The Director of Community Services or designee may waive the submission deadline in extreme cases of unforeseen events.

PARKING, EVENT SET UP, AND BREAKDOWN

Applicants must submit an adequate parking plan for the event and activities being proposed. If onsite parking is insufficient, event organizers will be required to secure authorization for additional parking areas that does not include parking in surrounding streets or businesses. Additionally, the Town will require written approval from property owners for offsite areas before the Special Event Permit is issued. The Special Events Department has the authority to require a hired parking company for events dependent on its category. The Director of Community Services or designee must approve any parking company hired to work the event. All parking revenue will be allocated to the Town unless otherwise approved by the Town Council.

Facility reservation hours must include hours for set up and breakdown. Permit holders are not authorized to access the facility for set up outside of reserved hours and must vacate the park at the designated time. Additional fees will apply if hours for set up or tear down exceed hours reserved.

PUBLIC SAFETY/SECURITY

Applicants are responsible for providing a safe and secure event. Event organizers must ensure adequate personnel are present to provide general security, maintain order, enforce local laws and ordinances, provide medical assistance, traffic control, etc.

Event organizers are required to utilize the Little Elm Police Department or an agency in contract with the Little Elm Police Department. The permit holder is responsible for all costs associated with public safety. Non-contracted law enforcement and/or private licensed security may only be used with prior written approval from the Little Elm Chief of Police.

TRASH AND LITTER

Permit holders are responsible for providing clean-up during and following the event, including all trash and litter removal. Permit holders must maintain all trash receptacles during the event and left free of trash following the event. Organizers may be required to provide additional trash receptacles and dumpsters based on the event scope. The applicant/permit holder is solely responsible for arranging the additional trash needs and all associated costs. If it becomes necessary for the Town to clean up any given area, the permit holder will forfeit any deposit and may be billed for all costs of the clean-up. The Town reserves the right to determine the location of dumpster units.

RESTROOMS

Permit holders may be required to provide portable toilets or make arrangements for restroom facilities at the event organizer's expense. Portable toilets must be removed immediately following the event unless other arrangements have been made and approved by Town staff. The public restrooms at any Town facility typically must remain open to the general public during the event. The Town may require event organizers to provide a restroom porter service (on-site vendor stocking and cleaning periodically throughout the day) for existing restroom facilities based on the information provided by the Applicant. All costs for porter services will be the responsibility of the permit holder. The Town reserves the right to determine the location of portable restroom units.

SALE OF FOOD

Where food is prepared on-site and for sale, permit holders are responsible for obtaining appropriate permits. A copy of the permit(s) will be required before the Special Event Permit is issued.

Certain Town facilities and parks may be subject to a contractual exclusive right to sell food which requires consent of the concessionaire for the Special Event Permit holder to sell food.

INSURANCE

Event organizers will be required to carry and provide proof of general liability insurance coverage of at least \$1,000,000, single limit, covering both bodily injury and property damage during the event term. The Town of Little Elm must be listed as an "Additional Insured." All costs associated with insurance are the responsibility of the event organizer. Subcontractors, vendors, and others associated with the production of the special event may also be required to meet this condition, including but not limited to, food/beverage vendors, activity vendors, caterers, and/or event rental companies.

AMPLIFIED SOUND/NOISE

The Town of Little Elm has a noise ordinance prohibiting excessive noise. Amplified sound may include, but is not limited to, professional speaker set up, live music, DJ, bands, PA announcements and/or streaming music. Any amplified sound will require a Special Event Permit. The Town reserves the right, at its sole discretion, to require a Special Event Permit for the use of a portable/Bluetooth speaker at any Town facility or park as determined by Town staff.

It is the sole responsibility of the event organizer to familiarize themselves with these noise restrictions and ensure the event complies.

SIGNS AND BANNERS

All signs and/or banners to be displayed before and during the event must be approved before event day. Signs are not allowed in the road, unless prior approval in the Special Event Application. Signs must be removed immediately after the event. Banners may not be hung on or suspended from existing light pole structures or trees inside the parks.

FIREWORKS

Fireworks, pyrotechnics, or any type of flame effects of any class, kind or type requires additional applications, reviews, and conditions for approval. Fireworks are regulated by the State of Texas and Little Elm Fire Marshal Office. Applicant must provide proof of approval and compliance with all requirements of such agencies at least 30 days before the event.

TOWN SERVICES AND EVENT ACCESS

All regularly scheduled Town services will be provided during normal work hours whenever possible. The Town staff and their respective contractors shall have unrestricted access to the reserved facilities or parks at any time during the event (set up, tear down, event production) to execute the functions of their respective job or contract. Town staff and contractors will be identifiable through a uniform or Employee ID Badge.

The Director of Community Services or their designee has the authority to cancel or stop an event before or during the event if the conditions required for approval of the event are not being met. In addition, the Chief of Police has the authority to cancel or stop an event or place additional restrictions on the event if it is deemed that the public health, safety, or welfare is being jeopardized and/or would be better served with additional restrictions or requirements.

SPECIAL RULES AND ADDITIONAL PROCEDURES

Special rules and additional procedures may be required that are unique to certain Town facilities/parks.

Non-Reservable Facilities

The following facilities are not reservable or available for external events (events that are not produced, sponsored, or partnered by the Town:

- The Lawn at The Lakefront™

The Town reserves the right, at its sole discretion, to deny use of the facility or require the event to cease and organizer/attendees to vacate the park if event policies are not adhered to.

POLITICAL ACTIVITY

Political events/activity, including but not limited to candidate meet and greets, conducting voter registration, Town forums and/or rallies, are permitted with the following considerations:

- All park rules are followed.
- Political meetings/events must follow the established reservation guidelines to utilize Town property.

- The activity does not interfere with existing park reservations, maintenance, and/or special events.
- The activity does not impede access to any areas within the facility or cause a disruption to park patrons and surrounding residents.
- Certain exceptions may apply as required by law and determined by the Little Elm legal counsel.

OTHER CONSIDERATIONS AND APPROVALS

By submitting an application for a Special Event Permit, applicants agree to follow local, state, and federal orders or declarations and/or Centers for Disease Control and Prevention (CDC) and public health agency guidelines on disease control and prevention when organizing events and gatherings. Guidelines for events and gatherings are available from various sources including, but not limited to, the CDC (www.cdc.gov) and the Department of Human Health Services (www.hhs.gov). The Town of Little Elm does not accept any authority for or liability of the health and safety of the event applicant, participants, attendees, volunteers, vendors, or sponsors. Applicant assumes all liability related to the health and safety of all those attending the special event.

COMPLIMENTARY TICKETS FOR TOWN PRODUCED SPECIAL EVENTS

From time to time, it may be necessary to provide tickets at no cost to those who may provide a benefit to the Town of Little Elm. This may include but is not limited to, sponsors, influencers, business associates, partners, media outlets, public officials, or Town of Little Elm officials serving in their official capacity. Tickets and parking passes are non-transferable and must be used by the recipient.

Tickets for the following groups, including, but are not limited to, influencers, sponsors, business associates, partners, and media outlets, shall be outlined in partnership agreements where there is an outlined benefit for the Town.

Tickets for external public officials shall be coordinated through the Town Manager's Office. The quantity will be determined based on the event.

Tickets for Town Council members shall be coordinated through the Town Manager's Office. Council Members will receive the following non-transferable tickets and passes to the events listed in **Appendix A**.

If Council Members would like to request additional tickets to the number of tickets allocated below, they must request it through the Town Council.

Town staff is expected to pay the fees associated with all special events unless portions of the special event are part of a Town-sponsored program. When Town staff is required to be present in their official capacity to work the event, they will not have to pay an admission or parking fee.

APPENDIX A

Town Council Members are each allocated the number of tickets and/or passes for the events listed below. Any additional ticket requests must be made through the Town Council.

Big Easy

- (1) Parking Pass

Little Elm Craft Brew & Que

- (4) VIP Beer/Wine BBQ Experience Ticket

July Jubilee

- (1) Premium Parking Pass package

Autumn Fest

- (1) Parking Pass



Date: 04/16/2024
Agenda Item #: 5. C.
Department: Public Works
Strategic Goal: Ensure excellence in public services while keeping up with the growth in the community
Staff Contact: Jason Shroyer, Director of Public Works

AGENDA ITEM:

Consider Action to Approve the **Town's Updated 5-Year Water Conservation and Water Resource and Emergency Management Plan.**

DESCRIPTION:

The Town of Little Elm has commissioned Freese and Nichols, a consultant engineering firm, to develop the 2024 Water Conservation and Water Resource and Emergency Management Plan in compliance with the mandates set forth by the Texas Commission on Environmental Quality (TCEQ). This plan undergoes a mandatory update and submission to the State every five years. The deadline to submit the documents to the TCEQ is May 1st, and the plan would go into effect as of the date of approval by the Town Council.

A water conservation plan encompasses a range of strategies aimed at reducing water withdrawal, minimizing water loss or wastage, enhancing water use efficiency, promoting water recycling and reuse, and preventing water pollution. Recognizing the critical need for efficient utilization of existing water supplies, TCEQ has established guidelines and requirements governing the development of water conservation and drought contingency plans. These regulations are outlined in Title 30, Chapter 288, Subchapter A of the Texas Administrative Code.

TCEQ rules mandate the adoption of specific 5-year and 10-year water conservation goals for such plans. In addition to these requirements, Little Elm has established its own set of goals for the water conservation plan, including:

- Maintaining total and residential per capita water use below specified levels in gallons per capita per day during dry years.
- Keeping the water loss percentage in the system below specified thresholds.
- Implementing and maintaining a program of universal metering and meter replacement/repair.
- Enforcing water conservation ordinances to prohibit wasteful activities.
- Raising public awareness of water conservation through education programs.
- Developing strategies to conserve water during peak demand periods.

Given that the Town purchases water from North Texas Municipal Water District, we closely align with their conservation and action goals. The final plan has undergone thorough review by staff, the town's attorney, and the town's water purveyor, North Texas Municipal Water District.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

2024 Conservation Plan

Town of Little Elm

2024 Water Conservation and Water Resource and Emergency Management Plan



Adopted on 4/16/2024

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DEFINITIONS

AQUATIC LIFE means a vertebrate organism dependent upon an aquatic environment to sustain its life.

ATHLETIC FIELD means a public sports competition field, the essential feature of which is turf grass, used primarily for organized sports practice, competition or exhibition events for schools, professional sports and league play sanctioned by the utility providing retail water supply.

BEST MANAGEMENT PRACTICES (BMPs) are voluntary efficiency measures that save a quantifiable amount of water, either directly or indirectly, and that can be implemented within a specific time frame.

COMMERCIAL VEHICLE WASH FACILITY means a permanently located business that washes vehicles or other mobile equipment with water or water-based products, including but not limited to self-service car washes, full-service car washes, roll-over/in-bay style car washes, and facilities managing vehicle fleets or vehicle inventory.

COMMERCIAL FACILITY means business or industrial buildings and the associated landscaping, but does not include the fairways, greens, or tees of a golf course.

CONSERVATION includes those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water, or increase the recycling and reuse of water so that a water supply is made available for future or alternative uses.

COOL SEASON GRASSES are varieties of turf grass that grow best in cool climates primarily in northern and central regions of the U.S. Cool season grasses include but are not limited to perennial and annual rye grass, Kentucky blue grass and fescues.

CUSTOMERS include those entities to whom NTMWD provides wholesale water that are not member cities of NTMWD.

DESIGNATED OUTDOOR WATER USE DAY means a day prescribed by a rule on which a person is permitted to irrigate outdoors.

DRIP IRRIGATION is a type of micro-irrigation system that operates at low pressure and delivers water in slow, small drips to individual plants or groups of plants through a network of plastic conduits and emitters; also called trickle irrigation.

DROUGHT, for the purposes of this report, means an extended period of time when an area receives insufficient amounts of rainfall to replenish the water supply, causing water supply sources (in this case reservoirs) to be depleted.

ET/SMART CONTROLLERS are irrigation controllers that adjust their schedule and run times based on weather (ET) data. These controllers are designed to replace the amount of water lost to evapotranspiration.

EVAPOTRANSPIRATION (ET) represents the amount of water lost from plant material to evaporation and transpiration. The amount of ET can be estimated based on the temperature, wind, and relative humidity.

EXECUTIVE DIRECTOR means the Executive Director of NTMWD and includes a person the Executive Director has designated to administer or perform any task, duty, function, role, or action related to this Plan or on behalf of the Executive Director.

FOUNDATION WATERING means an application of water to the soils directly abutting (within 2 feet of) the foundation of a building or structure.

INTERACTIVE WATER FEATURES means water sprays, dancing water jets, waterfalls, dumping buckets, shooting water cannons, inflatable pools, temporary splash toys or pools, slip-n-slides, or splash pads that are maintained for recreation.

IRRIGATION SYSTEM means a permanently installed, custom-made, site-specific system of delivering water generally for landscape irrigation via a system of pipes or other conduits installed below ground.

LANDSCAPE means any plant material on a property, including any tree, shrub, vine, herb, flower, succulent, ground cover, grass or turf species, that is growing or has been planted out of doors.

MEMBER CITIES include the cities of Allen, Farmersville, Forney, Frisco, Garland, McKinney, Mesquite, Plano, Princeton, Richardson, Rockwall, Royse City, and Wylie, Texas, which are members of NTMWD.

MUNICIPAL USE means the use of potable water provided by a public water supplier as well as the use of treated wastewater effluent for residential, commercial, industrial, agricultural, institutional, and wholesale uses.

NEW LANDSCAPE means: (a) vegetation installed at the time of the construction of a residential or commercial facility; (b) installed as part of a governmental entity's capital improvement project; or (c) installed to stabilize an area disturbed by construction.

ORNAMENTAL FOUNTAIN means an artificially created structure from which a jet, stream, or flow of treated water emanates and is not typically utilized for the preservation of aquatic life.

POND is considered to be a still body of water with a surface area of 500 square feet or more. This does not include recreational swimming pools.

PUBLIC WATER SUPPLIER is an individual or entity that supplies water to the public for human consumption.

REGIONAL WATER PLANNING GROUP is a group established by the Texas Water Development Board to prepare a regional water plan under Texas Water Code, §16.053.

REGULATED IRRIGATION PROPERTY means any property of a designated customer class (i.e., commercial) that uses one million gallons of water or more for irrigation purposes in a single calendar year or is greater than one acre in size.

RESIDENTIAL GALLONS PER CAPITA PER DAY (RESIDENTIAL GPCD) means the total gallons sold for retail residential use by a public water supplier divided by the residential population served and then divided by the number of days in the year.

RETAIL CUSTOMERS include those customers to whom the utility provides retail water from a water meter.

REUSE is the authorized use for one or more beneficial purposes of use of water that remains unconsumed after the water is used for the original purpose of use and before that water is either disposed of or discharged or otherwise allowed to flow into a watercourse, lake, or other body of state-owned water.

SOAKER HOSE means a perforated or permeable garden-type hose or pipe that is laid above ground that provides irrigation at a slow and constant rate.

SPRINKLER/SPRAY IRRIGATION is the method of applying water in a controlled manner that is similar to rainfall. The water is distributed through a network that may consist of pumps, valves, pipes, and sprinklers.

SPRINKLER means an above-ground water distribution device that may be attached to a garden hose.

RECREATIONAL/SWIMMING POOL is defined as a body of water that involves contact recreation. This includes activities that are presumed to involve a significant risk of ingestion of water (e.g. wading by children, swimming, water skiing, diving, tubing, surfing, etc.)

TOTAL GALLONS PER CAPITA PER DAY (TOTAL GPCD) means the total amount of water diverted and/or pumped for potable use less wholesale sales divided by the total permanent population divided by the days of the year. Diversion volumes of reuse as defined in TAC 288.1 shall be credited against total diversion volumes for the purposes of calculating GPCD for targets and goals.

WATER CONSERVATION COORDINATOR is the person designated by a retail public water supplier that is responsible for implementing a water conservation plan.

WATER CONSERVATION PLAN means a plan for preserving water supplies for essential uses and the protection of public health required by Texas Administrative Code Title 30, Chapter 288, Subchapter A.

WATER RESOURCE AND EMERGENCY MANAGEMENT PLAN means a plan for temporary supply management and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies required by Texas Administrative Code Title 30, Chapter 288, Subchapter B. This is sometimes called a drought contingency plan.

ABBREVIATIONS

Ac-Ft/Yr.....	Acre-Feet per Year
BMP.....	Best Management Practices
E&O	Education and Outreach
ED	Executive Director
EPA.....	Environmental Protection Agency
ET.....	Evapotranspiration
FNI	Freese and Nichols, Inc.
gpf	Gallons per Flush
gpm	Gallons per Minute
GPCD	Gallons per Capita per Day
ICIM	Industrial, Commercial, Institutional and Multifamily
MGD.....	Million Gallons per Day
MUD	Municipal Utility District
NCTCOG.....	North Central Texas Council of Governments
NTMWD	North Texas Municipal Water District
SUD	Special Utility District
TCEQ.....	Texas Commission on Environmental Quality
TRWD	Tarrant Regional Water District
TWDB	Texas Water Development Board
WCAC	Water Conservation Advisory Council
WCP.....	Water Conservation Plan
WREMP	Water Resource and Emergency Management Plan
WSC.....	Water Supply Corporation
WENNT.....	Water Efficiency Network of North Texas
WTP.....	Water Treatment Plant
WWTP	Wastewater Treatment Plant

2024 Water Conservation Plan

This Water Conservation Plan has been developed in accordance with the requirements of 30 Texas Administrative Code (TAC) Chapter 288. A copy of the version of 30 TAC Chapter 288 in place at the time of this Plan preparation is included in Appendix B.

1.00 INTRODUCTION

The Town of Little Elm (Little Elm or Town) is a Customer of the North Texas Municipal Water District (NTMWD). This Plan was developed following TCEQ guidelines and requirements governing the development of water conservation plans.

The goal of the Water Conservation Plan is to serve as good stewards of water resources by preserving water supplies for essential uses and the protection of public health. The objectives to achieve this goal are as follows:

- To reduce the loss and waste of water.
- To improve efficiency in both indoor and outdoor water use.
- To maximize the level of recycling and reuse.
- To protect and preserve environmental resources.
- To extend the life of current water supplies.
- To raise public awareness of water conservation and encourage responsible personal behavior through public education programs.

1.01 MINIMUM REGULATORY REQUIREMENTS CHECKLIST

A water conservation plan is defined as “[a] strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste of water, for maintaining or improving the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water. A water conservation plan may be a separate document identified as such or may be contained within another water management document”. Recognizing the need for efficient use of existing water supplies, the TCEQ has developed guidelines and requirements governing the development of water conservation and drought contingency plans. The minimum TCEQ requirements and where they are addressed within this document are included in **Appendix B**.

1.02 ADDITIONAL REQUIREMENTS AND GUIDANCE

In addition to TCEQ rules regarding water conservation, this Plan also incorporates both minimum requirements as required from NTMWD and elements from several conservation initiatives.

- **2024 NTMWD Water Conservation Plan** – Member Cities and Customers of the NTMWD are required to implement water conservation strategies as designated in the NTMWD Water Conservation Plan. These strategies represent minimum measures to

be implemented and enforced to promote water conservation and are to remain in effect on a permanent basis.

- **Guidance and Methodology for Reporting on Water Conservation and Water Use -** Developed by TWDB and TCEQ in consultation with the Water Conservation Advisory Council (the Guidance). The Guidance was developed in response to a charge by the 82nd Texas Legislature to develop water use and calculation methodology and guidance for preparation of water use reports and water conservation plans in accordance with TCEQ rules.
- **North Texas Regional Landscape Initiative** – The North Texas regional water providers (NTMWD, DWU and TRWD) collaborated to create the Regional Landscape Initiatives. This document was developed as a resource of best management practices for municipal staff to help reduce water waste and encourage long-term water conservation in the North Texas region. Information consists of the background, importance, and benefits of each BMP and key talking points to consider when implementing the strategy. Several of the optional water management measures included in this Plan are from this collaborative initiative.

This section contains a description of Little Elm’s service area and water system. This information can also be reviewed in **Appendix C**, which contains a completed TCEQ Water Utility Profile.

Little Elm’s water service area covers an area of 9.45 square miles and currently serves a population of 40,269 which is less than the population of the town. Little Elm provides water on a wholesale basis to two systems: Hilltown Addition and Frisco West Water Control and Improvement District of Denton County. This plan adheres to all requirements of wholesalers outlined in TAC Subchapter 288.5. A map of the existing water system with the service area is shown in **Figure 1**.

2.02 WATER UTILITY PROFILE

Little Elm's existing water supply is composed of the following sources.

- Purchased Treated Water from NTMWD

3.00 WATER CONSERVATION GOALS

TCEQ rules require the adoption of specific 5-year and 10-year water conservation goals for a water conservation plan. In addition to the 5-year and 10-year water conservation goals specified below, Little Elm has established the following goals for this water conservation plan:

- Maintain the total and residential per capita water use below the specified amount in gallons per capita per day in a dry year, as shown in the completed **Table**.
- Maintain the water loss percentage in the system below the specified percentages in **Table 2** and as discussed in Section 4.03.
- Implement and maintain a program of universal metering and meter replacement and repair, as discussed in Section 4.01.
- Prohibit activities that waste water through a water conservation ordinance, order, or resolution as discussed in Section 8.02 Subsection I. (This ordinance is required by NTMWD).
- Raise public awareness of water conservation and encourage responsible public behavior by a public education and information program, as discussed in Section 8.01.
- Develop a system specific strategy to conserve water during peak demands, thereby reducing the peak use.

3.01 5- AND 10-YEAR GOALS

Per capita water use varies from year to year based on several factors including weather conditions, changing demographics and other variables. The TWDB requires specific 5- and 10-year goals which are summarized in **Table 1**.

Little Elm's gallons per capita per day (GPCD) for total usage, residential single family, and Industrial, Commercial, Institutional and Multi-Family (ICIM) is below peer and NTMWD member and customer city average. For this reason, this plan assumes a 0.5 percent annual reduction in total GPCD. Water loss is also below peer and NTMWD member and customer city average. For this reason, this plan assumes maintaining water loss at or below 5.7% and 6.2 GPCD.

Table 1: Five- and 10-Year Per Capita Water Use Goals

	Historic 5-Year Average	Baseline	5-Year Goal 2029	10-Year Goal 2034
Total (GPCD) ¹	112.9	112.9	109.0	106.3
Residential (GPCD) ²	73.5	73.5	71.0	69.3
ICIM (GPCD) ³	18.5	18.5	17.8	17.4
Water Loss (GPCD) ⁴	6.2	6.2	6.2	6.2
Water Loss (Percentage) ⁵	5.7%	5.7%	5.7%	5.7%

¹Total GPCD = (Total Gallons in System / Permanent Population) / 365

²Residential GPCD = (Gallons Used for Residential Use / Residential Population) / 365

³ICIM GPCD = (Gallons Used for Industrial, Commercial, Institutional and Multi-family Use / Permanent Population) / 365

⁴Water Loss GPCD = (Total Water Loss / Permanent Population) / 365

⁵Water Loss Percentage = (Total Water Loss / Total Gallons in System) x 100; or (Water Loss GPCD / Total GPCD) x 100

3.02 METHOD FOR TRACKING

NTMWD requires Member Cities and Customers to complete annual conservation reports by March 31 of the following year and submit them to NTMWD. A copy of the form is included as **Appendix D**.

The completion of this Annual Water Conservation Report allows Little Elm to track the effectiveness of its water conservation programs over time and reassess those programs that are not providing water savings, ensuring maximum water use efficiency and greater levels of conservation.

4.00 METERING, RECORDS AND WATER LOSS CONTROL

4.01 METERING PROGRAM

One of the key elements in water conservation is careful tracking of water use and control of losses. Careful metering of water deliveries and water use, detection and repair of leaks in the distribution system, and regular monitoring of nonrevenue water are important in controlling losses.

ACCURATE METERING OF TREATED WATER DELIVERIES FROM NTMWD

Accurate metering of water diversions and deliveries, detection, and repair of leaks in the raw water transmission and potable water distribution systems and regular monitoring of nonrevenue water are important elements of NTMWD's program to control losses. Water deliveries from NTMWD are metered by NTMWD using meters with accuracy of $\pm 2\%$. These meters are calibrated on an annual basis by NTMWD to maintain the required accuracy.

METERING OF CUSTOMER AND PUBLIC USES

Little Elm currently meters the water to all customers, including public and governmental users. Little Elm already meters retail and wholesale water users. Through a central data base system, Little Elm maintains a record of the installation and or calibration date of all meters, regardless of size or class of customer served. Meters range in size from 5/8" to 8". The meter size distribution is included in **Table 2** below. As of 2022, there were a total of 12,507 active retail customers in Little Elm.

Table 2: Meter Size Distribution

Meter Size	Total Number
5/8"	11,957
1"	221
1.5"	75
2"	215
3"	8
4"	9
6"	8
8"	14
Total	12,507

METER TESTING, REPAIR AND REPLACEMENT

Little Elm tests and replaces their customer meters on a regular basis, through the use of a meter flow tester. All customer meters should be replaced on a minimum of a 15-year cycle.

4.02 MONITORING AND RECORD MANAGEMENT PROGRAM

As required by TAC Title 30, Chapter 288, a record management system should allow for the separation of water sales and uses into residential, commercial, public/institutional, and industrial categories. This information is included in the NTMWD annual water conservation report that is included in **Appendix D**.

4.03 WATER LOSS CONTROL PROGRAM

DETERMINATION AND CONTROL OF WATER LOSS

Total water loss is the difference between treated water pumped and authorized consumption or metered deliveries to customers. Authorized consumption includes billed metered uses, unbilled metered uses, and unbilled unmetered uses such as firefighting and releases for flushing of lines.

Water losses include two categories:

- Apparent losses such as inaccuracies in customer meters. (Customer meters tend to run more slowly as they age and under-report actual use). Unauthorized consumption due to illegal connections and theft.
- Real losses due to water main breaks and leaks in the water distribution system and unreported losses.

Measures to control water loss are part of the routine operations of Little Elm's water system. Maintenance crews and personnel should look for and report evidence of leaks in the water distribution system. A leak detection and repair program is described below. Meter readers should watch for and report signs of illegal connections so that they can be quickly addressed. With the measures described in this plan, Little Elm's goal is to maintain a water loss percentage below 14 percent by 2029, and below 13 percent by 2034 (see **Table 2**). If total water loss exceeds these goals, Little Elm will implement a more intensive audit to determine the source(s) of loss and to reduce the water loss. The annual conservation report (**Appendix D**) is the primary tool that should be used to monitor water loss, along with the annual Water Loss Audits.

LEAK DETECTION AND REPAIR

As described above, water utility crews and personnel should look for and report evidence of leaks in the water distribution system. Areas of the water distribution system in which numerous leaks and line breaks occur should be targeted for replacement as funds are available.

5.00 CONTRACT REQUIREMENTS FOR WHOLESALE CUSTOMERS

Every water supply contract entered into or renewed after official adoption of this water conservation plan, including any contract extension, will include a requirement that each wholesale customer of Little Elm must develop and implement a water conservation plan and water conservation measures. If the customer intends to resell the water, then the contract between the initial supplier and customer must specify that the contract for the resale of the water must have water conservation requirements so that each successive customer in the resale of the water will be required to implement water conservation measures in accordance with the provisions of Title 30 TAC Chapter 288.

6.00 RESERVOIR SYSTEM OPERATIONS PLAN

Little Elm purchases treated water from NTMWD and does not have surface water supplies for which to implement a reservoir system operations plan. NTMWD operates multiple sources of water supply as a system. The operation of the reservoir system is intended to optimize the

use of the District's sources (within the constraints of existing water rights) while minimizing energy use cost for pumping, maintaining water quality, minimizing potential impacts on recreational users of the reservoirs and fish and wildlife.

7.00 CONSERVATION PLAN ADOPTION AND ENFORCEMENT

7.01 MEANS OF IMPLEMENTATION AND ENFORCEMENT

Staff will implement the Plan in accordance with adoption of the Plan. **Appendix F** contains a copy of the ordinance adopted regarding this Plan. The document designates responsible officials to implement and enforce the Plan. **Appendix H**, the considerations for landscape water management regulations, also includes information about enforcement. **Appendix G** includes a copy of an ordinance, order, or resolution that may be adopted related to illegal connections and water theft.

The proposed ordinance adopting this Water Conservation and Water Resource and Emergency Management Plan establishes how conservation violations will be enforced. Any customer failing to comply with the provisions of this Plan shall be subject to a fine not to exceed Two Thousand Dollars (\$2,000) and/or discontinuance of water service by the Town. For violations of the Water Resource and Emergency Management Plan, enforcement is outlined in Section 2.06 of that Plan.

7.02 REVIEW AND UPDATE OF WATER CONSERVATION PLAN

TCEQ requires that the water conservation plan be updated every five years. This Plan will be updated as required and as appropriate based on new or updated information.

7.03 REGIONAL WATER PLANNING GROUP AND NTMWD NOTIFICATION

In accordance with TCEQ regulations, a copy of this water conservation plan was provided to the Region C Water Planning Group. In accordance with NTMWD contractual requirements, a copy of this water conservation plan was also sent to NTMWD. **Appendix E** includes a copy of the letters sent.

8.00 WATER CONSERVATION PROGRAM

8.01 PUBLIC EDUCATION PROGRAM

A. NTMWD PUBLIC EDUCATION PROGRAM AND TECHNICAL ASSISTANCE

Little Elm obtains water conservation support from the NTMWD. This includes several public education and outreach efforts such as:

- Beginning in 2006 and continuing through 2018, NTMWD invested in the development and implementation of the “Water IQ: Know Your Water” campaign, including newspaper ads, radio spots, billboards, a website, and other forms of communication all intended to educate the public regarding water use and water conservation. During the 2017 campaign, over a quarter of a million people were reached by the program through media relations, outreach and interactive media. The total audience reached through the campaign in 2017 was over 88 million impressions.
- In 2013, NTMWD initiated the “Water My Yard” program to install weather stations throughout its service area to provide consumers with a weekly email or text message and information through the Water My Yard website recommending the adequate amount of supplemental water that is needed to maintain healthy grass in specific locations. This service represents the largest network of weather stations providing ET-based irrigation recommendations in the state of Texas and provides the public with advanced information regarding outdoor irrigation needs, thereby reducing water use. Through a series of selections on the type of irrigation system a consumer has, a weekly email or text message is provided that will recommend how long (in minutes) that an irrigation system needs to run based on the past seven days of weather. This recommendation provides the actual amount of supplemental water that is required for a healthy lawn based on research of the Texas A&M Agrilife Extension Service and proven technologies.
- “Water4Otter” is a water conservation campaign for kids launched by NTMWD in 2014. It is based on the insight that most parents agree they would listen if their kids asked them to conserve water. The TWDB awarded the NTMWD a conservation grant to develop Water4Otter as a model program that could be used throughout the state. The 2023 program included 22 performances at 11 schools in eight different ISDs including stops at elementary schools in Wylie, Garland, Mesquite, Plano, Princeton, Richardson, and Royse City.
- “Love Lavon Lake” is a water conservation campaign designed to help North Texans know their primary water source. The campaign launched in 2018 with a call to action to, “Conserve your water source. Love Lavon Lake”. The campaign was based on market research showing the more people know the source of their drinking water, the more likely they are to use it wisely and efficiently.
- NTMWD implemented the “#PledgetoPlantSmart” initiative that seeks to inspire positive change in water conservation by encouraging North Texas residents to do their part and plant smart by selecting native or adapted plants for their garden and landscaping.

NTMWD also participates in a regional outreach campaign called “Water is Awesome” partnering with the City of Dallas and Tarrant Regional Water District. NTMWD Member Cities and Customers have access to the campaign materials which include:

- In 2019, an additional tagline, “Keep Texas Water on Tap”, was incorporated to promote the Water is Awesome brand and direct traffic to waterisawesome.com.
- In 2020, a “customer city toolkit” provided customizable resources allowing cities to incorporate their logos with the campaign brand for their website, social media, and print. Cities are encouraged to use campaign resources to advance conservation efforts.
- In 2021, the regional water providers collaborated to create the Regional Landscape Initiatives. This document was developed as a resource of best management practices for municipal staff to help reduce water waste and encourage long-term water conservation in the North Texas region. Information consists of the background, importance, and benefits of each BMP and key talking points to consider when implementing the strategy. Several of the optional water management measures included in this Plan are from this collaborative initiative.
- The 2023 campaign will include a focus on short HGTV-style web series about converting yards into drought-resistant, water-conservative yardscapes.

Conservation materials and more are made available to Member Cities and Customers through an online portal that is hosted by NTMWD. In addition to the portal the NTMWD actively provides technical assistance through the following:

- NTMWD holds **Regularly Scheduled Meetings** with Member Cities and Customers for water supply updates, public campaign strategies, and legislative activities related to water and water conservation.
- NTMWD purchases **American Water Works Association Research Foundation Publications** for use by Member Cities and Customers to further enhance resources for water efficiency, water rate structures, etc. Additionally, NTMWD pays for Member City and Customer membership to the **Alliance for Water Efficiency**.
- Since 2003, NTMWD has held **Water Conservation Workshops** for staff of its Member Cities and Customers. These workshops have covered several conservation-related topics, including TCEQ requirements for water conservation and drought contingency plans, advanced water conservation strategies, current NTMWD water conservation efforts, water conservation programs of the cities, current drought status, progress on future water supplies, and related topics. These workshops also provide training and education regarding water use accounting, irrigation evaluations, industrial, commercial, and institutional audits, and other procedures. Additional examples include workshops

on Water Loss Audit Training as well as on the TWDB Water Conservation Planning Tool.

- Based on the annual reporting data collected from Member Cities and Customers from 2022, approximately 24% of the District's treated water sales went to supply ICIM users within their service area. To target programs for this customer base, the District hired Plummer Associates, Inc. to create the **Industrial, Commercial, Institutional and Multifamily Program**. The ICIM program provides NTMWD Member City and Customer staff with the knowledge and tools necessary to identify ICIM customers with high water usage. This program was created to categorize water use data to find outliers and identify areas to concentrate water conservation efforts. This program can help Member Cities and Customers' ICIM water customers develop targeted methods for increasing water efficiency as an alternative to a traditional voluntary approach for water consumption improvement.
- As part of the ICIM program, the District is currently engaging with the Member and Customer Cities to encourage their ICIM customers to participate in **Water Efficiency Opportunity Surveys**. These surveys encompass a building audit that recommends various water conservation measures that can be implemented to save both money and water. Items addressed include toilet retrofits, urinal retrofits, showerhead retrofits, lavatory retrofits, non-lavatory faucet retrofits, leak repair, water cooled ice machine retrofit, commercial disposer, food steam, cooling tower efficiency and irrigation system efficiency. As of June 2023, NTMWD has utilized the ICIM program to audit four buildings resulting in an estimated annual water savings of 87.4 million gallons.
- NTMWD encourages its Member Cities and Customers to develop and implement **Rebate and Bulk Purchasing Programs** that help the Member Cities and Customers achieve overall water savings. Further, NTMWD provides technical assistance to those Member Cities and Customers who wish to implement rebate and bulk purchasing programs.

B. LITTLE ELM PUBLIC EDUCATION PROGRAM

In addition to utilizing public education resources shared by North Texas Municipal Water District, Little Elm has developed its own public education program. On its Public Works webpage, Water Conservation Guidelines are available for Town citizens, providing links to helpful conservation resources.

8.02 REQUIRED CONSERVATION STRATEGIES

The following water conservation strategies are required. These strategies represent minimum measures to be implemented and enforced to promote water conservation and are to remain in effect on a permanent basis.

A. TCEQ CONSERVATION PLAN REQUIREMENTS

The preceding sections cover the regulatory requirements identified in TAC Title 30, Part 1, Chapter 288, Subchapter B, Rule 288. These rules are included in **Appendix B**.

B. CONSERVATION COORDINATOR

The designation of a Conservation Coordinator is required by House Bill 1648, effective September 1, 2017 for all retail public water utilities with 3,300 service connections or more. The NTMWD requires that all Member Cities and Customers, regardless of number of connections, appoint a Conservation Coordinator who will serve as the primary point of contact between the entity and the District on conservation matters.

The duties of the Conservation Coordinator are as follows:

- Submit an annual conservation report to NTMWD by March 31. This is referred to as the 'Appendix D Report'. NTMWD will provide a blank workbook for each Member City and Customer to fill out prior to the deadline.
- Submit an adopted water conservation and water resource and emergency management plan by May 1, 2024 (and every five years afterwards). These plans must be submitted to NTMWD, the applicable Regional Water Planning Group, TCEQ and TWDB. The conservation coordinator is also responsible for submitting a copy of the Plan if it is updated after initial adoption and submission.

Little Elm's Conservation Coordinator is identified below. Little Elm will notify NTMWD if this changes at any point before the water conservation plan is updated.

Cody Collier, Assistant Public Works Director
972-377-5556
Publicworksinfo@littleelm.org

C. WATER CONSERVATION PRICING

Little Elm has adopted an increasing block rate water structure that is intended to encourage water conservation and to discourage excessive use and waste of water. Little Elm will continue to analyze and adjust its increasing block rate structure during its next rate study or within five years. For any updates to water rates that might occur subsequent to the public of this plan, please visit <https://www.littleelm.org/1498/Rates-General-Information>.

Little Elm's water rate structure is as follows:

Residential Water Rates

From and after the effective date hereof, the monthly minimum base charges for water up to 2,000 gallons for water utility services for all residential customers of the Town of Little Elm, Texas shall be as set forth below until amended by ordinance of Town Council:

Water Base Rates (up to 2,000 gallons) by Meter Size	Effective Oct 1, 2020	Effective Oct 1, 2021	Effective Oct 1, 2022	Effective Oct 1, 2023	Effective Oct 1, 2024
5/8"	\$24.08	\$24.56	\$25.05	\$25.55	\$26.06
1"	\$39.35	\$40.15	\$40.95	\$41.75	\$42.60
1.5"	\$72.08	\$73.52	\$74.98	\$76.48	\$78.02
2"	\$120.39	\$122.80	\$125.25	\$127.76	\$130.31
3"	\$240.83	\$245.65	\$250.56	\$255.57	\$260.68
4"	\$787.37	\$803.12	\$819.18	\$835.56	\$852.27
6"	\$1,576.82	\$1,608.36	\$1,640.52	\$1,673.33	\$1,706.80

All residential customers will pay monthly volumetric usage charges with respect to each 1,000 gallons of metered water after the first 2,000 gallons as follows:

Volumetric Rate per each 1,000 gallons used above Base Rate (all meter sizes)	Effective Oct 1, 2020	Effective Oct 1, 2021	Effective Oct 1, 2022	Effective Oct 1, 2023	Effective Oct 1, 2024
2,000 - 10,000 gal	\$6.39	\$6.52	\$6.65	\$6.78	\$6.92
10,001 - 20,000 gal	\$6.69	\$6.82	\$6.95	\$7.08	\$7.22
20,001 gal & above	\$6.99	\$7.12	\$7.25	\$7.38	\$7.52

Commercial Water Rates: Businesses, Schools, Apartments, Manufactured Home Parks, and other multi-family units:

From and after the effective date hereof, the monthly minimum base charges for water up to 2,000 gallons for water utility services for all businesses, schools shall be as set forth below.

All apartments and manufactured home park consumers shall be assessed a base minimum charge for each unit in each complex with a credit of 2,000 gallons for each unit (dwelling) as follows:

Water Base Rates (up to 2,000 gallons) by Meter Size	Effective Oct 1, 2020	Effective Oct 1, 2021	Effective Oct 1, 2022	Effective Oct 1, 2023	Effective Oct 1, 2024
5/8"	\$24.08	\$24.56	\$25.05	\$25.55	\$26.06
1"	\$39.35	\$40.15	\$40.95	\$41.75	\$42.60
1.5"	\$72.08	\$73.52	\$74.98	\$76.48	\$78.02
2"	\$120.39	\$122.80	\$125.25	\$127.76	\$130.31
3"	\$240.83	\$245.65	\$250.56	\$255.57	\$260.68
4"	\$787.37	\$803.12	\$819.18	\$835.56	\$852.27
6"	\$1,576.82	\$1,608.36	\$1,640.52	\$1,673.33	\$1,706.80
8"	\$1,908.04	\$1,946.20	\$1,985.12	\$2,024.83	\$2,065.32

All businesses and school customers will pay a monthly volumetric usage charge in addition to the base rate with respect to each 1,000 gallons of metered water after the first 2,000 gallons as follows:

Volumetric Rate per each 1,000 gallons used above Base Rate (all meter sizes)	Effective Oct 1, 2020	Effective Oct 1, 2021	Effective Oct 1, 2022	Effective Oct 1, 2023	Effective Oct 1, 2024
2,000 gallons and greater	\$7.07	\$7.21	\$7.36	\$7.50	\$7.65

All apartments and manufactured home park customers will pay a monthly volumetric usage charge in addition to the base rate with respect to each 1,000 gallons of metered water after the first 2,000 gallons as follows:

Volumetric Rate per each 1,000 gallons used above Base Rate (all meter sizes)	Effective Oct 1, 2020	Effective Oct 1, 2021	Effective Oct 1, 2022	Effective Oct 1, 2023	Effective Oct 1, 2024
2,000 gallons and greater	\$8.16	\$8.32	\$8.49	\$8.66	\$8.80

D. ORDINANCES, PLUMBING CODES, OR RULES ON WATER-CONSERVING FIXTURES

Little Elm's plumbing code standards encourage water conservation and meets the minimum statutory requirements. The state has required water-conserving fixtures in new construction and renovations since 1992. The state standards call for flows of no more than 2.5 gallons per minute (gpm) for faucets, 2.5 gpm for showerheads. As of January 1, 2014, the state requires maximum average flow rates of 1.28 gallons per flush (gpf) for toilets and 0.5 gpf for urinals. Similar standards are now required under federal law. These state and federal standards assure that all new construction and renovations will use water-conserving fixtures.

E. REUSE AND RECYCLING OF WASTEWATER

Little Elm owns and operates their own wastewater treatment plants and currently is utilizing reuse of treated effluent for wash-down processes, belt press operations and for irrigation purposes at the plant site. Little Elm continues to seek other alternatives for reuse of recycled wastewater effluent.

F. YEAR-ROUND OUTDOOR WATERING SCHEDULES

A mandatory weekly watering schedule has been gradually gaining acceptance in the region and the state. NTMWD requires all Member Cities and Customers to adhere to a permanent outdoor watering schedule.

- **Summer (April 1 – October 31)** –Spray irrigation with sprinklers or irrigation systems at each service address must be limited to no more than **two days per week**. Additionally, prohibit lawn irrigation watering from **10 a.m. to 6 p.m.** Education should be provided that irrigation **should only be used when needed**, which is often less than twice per week, even in the heat of summer.

For residential water customers, watering days are defined as the assigned trash/recycle pickup day for the property address associated with the irrigation system, plus three days subsequent.



SEASONAL RESIDENTIAL WATERING SCHEDULE

Trash & Recycling Day = Landscape Watering Days

MONDAY	Monday & Thursday
TUESDAY	Tuesday & Friday
WEDNESDAY	Wednesday & Saturday
THURSDAY	Thursday & Monday
FRIDAY	Friday & Tuesday

Visit LittleElm.org to view the Seasonal & Weather related Watering Guidelines

**Twice
a Week
Effective
April 1 -
October 31st**

- **Winter (November 1 – March 31)** – Spray irrigation with sprinklers or irrigation systems at each service address must be limited to no more than **one day per week** with education that less than once per week (or not at all) is usually adequate.

For residential water customers, watering day is defined as the assigned trash/recycle pickup day for the property address associated with the irrigation system.

Additional irrigation may be provided by hand-held hose with shutoff nozzle, use of dedicated irrigation drip zones, and/or soaker hose provided no runoff occurs. Many North Texas horticulturists have endorsed twice-weekly watering as more than sufficient for landscapes in the region, even in the heat of summer. Town citizens are encouraged to enroll in the Weekly Watering Advice service offered by the Water Is Awesome campaign that is supported by North Texas Municipal Water District, Tarrant Regional Water District, and Dallas Water Utilities. This can be accessed at <https://waterisawesome.com/weekly-watering-advice>.

G. TIME OF DAY WATERING SCHEDULE

NTMWD requires that during the summer months (April 1 – October 31) under normal conditions, spray irrigation with an irrigation system or sprinkler is only permitted on authorized watering days, before 10 a.m. or after 6 p.m. The primary purpose of this measure is to reduce wind drift and evaporation losses during the active growing season. The time-of-day watering schedule requirement increases watering efficiency by eliminating outdoor irrigation use when climatic factors negatively impact irrigation system efficiencies. Midday irrigation is not an optimal time to irrigate because evapotranspiration rates are higher, and plants are more susceptible to stress associated with factors such as higher temperatures and lower relative humidity.

H. IRRIGATION SYSTEM REQUIREMENTS FOR NEW AND COMMERCIAL SYSTEMS

In 2007, the 80th Texas Legislature passed House Bill 1656, Senate Bill 3, and House Bill 4 related to regulating irrigation systems and irrigators by adopting minimum standards and

specifications for designing, installing, and operating irrigation systems. The Texas legislation required cities with a population over 20,000 to develop a landscape irrigation program that includes permitting, inspection, and enforcement of water conservation for new irrigation systems.

NTMWD **requires** all Member Cities and Customers adhere to a minimum set of irrigation standards:

- 1) Require that all new irrigation systems be in compliance with state design and installation regulations (Texas Administrative Code Title 30, Chapter 344).
- 2) Require operational rain and freeze sensors and/or ET or Smart controllers on all new irrigation systems. Rain and freeze sensors and/or ET or Smart controllers must be properly maintained to function properly.
- 3) Require that irrigation systems be inspected at the same time as initial backflow preventer inspection.
- 4) Require the owner of a regulated irrigation property to obtain an evaluation of any permanently installed irrigation system on a 5-year basis. The irrigation evaluation shall be conducted by a licensed irrigator in the state of Texas and be submitted to the local water provider (i.e., city, water supply corporation).

I. WATER WASTE PROVISIONS

NTMWD requires all Member Cities and Customers prohibit activities that waste water. The main purpose of a water waste ordinance is to provide for a means to enforce that water waste is prevented during lawn and landscape irrigation, that water resources are conserved for their most beneficial and vital uses, and that public health is protected. It provides a defined enforcement mechanism for exceptional neglect related to the proper maintenance and efficient use of water fixtures, pipes, and irrigation systems. The ordinance can provide additional assistance or enforcement actions if no corrective action has been taken after a certain number of correspondences.

NTMWD **requires** that the following water waste ordinance offenses include:

- 1) The use of irrigation systems that water impervious surfaces. (Wind-driven water drift will be taken into consideration.)
- 2) Outdoor watering during precipitation or freeze events.
- 3) The use of poorly maintained sprinkler systems that waste water.
- 4) Excess water runoff or other obvious waste.

- 5) Overseeding, sodding, sprigging, broadcasting or plugging with cool season grasses or watering cool season grasses, except for golf courses and athletic fields.
- 6) The use of potable water to fill or refill residential, amenity, and any other natural or manmade ponds. A pond is considered to be a still body of water with a surface area of 500 square feet or more. This does not include recreational swimming pools.
- 7) Non-commercial car washing that does not use a water hose with an automatic shut-off valve.
- 8) Hotels and motels that do not offer a linen reuse water conservation option to customers.
- 9) Restaurants, bars, and other commercial food or beverage establishments that provide drinking water to customers unless a specific request is made by the customer for drinking water.

The Town's water conservation requirements are set forth in the Little Elm Municipal Code, Chapter 102, "Utilities," Article VI, "Water Conservation." A violation of such requirements constitutes a Class C misdemeanor punishable by fine as set forth in Section 1-10 of the Little Elm Municipal Code.

J. USE OF ET-BASED WEEKLY WATERING ADVICE/RECOMMENDATIONS

NTMWD requires that Member Cities and Customers adhere to a year-round outdoor watering schedule. However, this conservation practice can be improved with the use of ET-based weekly watering advice and recommendations. Landscapes frequently require less watering than the year-round water schedule allows. This measure can be particularly useful for entities with a significant percentage of customers using automated landscape irrigation systems.

Water providers in the Dallas-Fort Worth area (including NTMWD) sponsor weather stations to collect daily weather data and provide the most accurate watering recommendations. Many cities in the DFW area can already take advantage of these ET-based recommendations and incorporate them into their water conservation programs, at no cost to the city. Examples of such a service are shown below.

- **Water My Yard** – An online platform where homeowners can sign up to receive weekly watering recommendations based on their location and a few specifications about their sprinkler system. Users can then choose to accept the recommendations by email, text, or both. Recommendations are available for select cities in Collin, Dallas, Denton, Fannin, Hunt, Kaufman and Rockwall Counties. Sponsored by NTMWD and Texas A&M AgriLife Extension Service. (WaterMyYard.org).

- **Water Is Awesome Weekly Watering Advice** – Weekly watering recommendations for most of North Texas based on data from weather stations scattered throughout the DFW area. The recommendations are distributed by email and text every week and are provided in inches of water needed and the number of minutes necessary to apply that amount of water for spray, rotor, and multi-stream sprinklers. Advice service is available for all of North Central Texas and sponsored by DWU and TRWD. (<https://waterisawesome.com/weekly-watering-advice>).
- **WaterWise Newsletter and Hotline** – The City of Frisco provides weekly lawn watering advice on the city’s website and through the WaterWise Newsletter distributed to subscribers every Monday. Frisco also has a “Weekly Watering Advice Hotline” you can call weekly to get this information. Frisco has a weather station that is used to determine how much water is needed each particular week.

Providing evapotranspiration (ET)-based weekly watering recommendations can reduce the amount of water applied for outdoor watering if customers follow the guidance. A drawback with this BMP is the adoption rate. Since these recommendations may change every week, it requires customers to adjust their controllers more often.

K. WATER EFFICIENT LANDSCAPE INITIATIVES

NTMWD recommends that Member Cities and Customers include water efficient landscape initiatives in their water conservation plans. A water efficient landscape is a landscape that is designed and maintained according to basic good horticultural principles that allow for a beautiful healthy landscape with minimal or no supplemental irrigation and no adverse runoff from the landscape property. Water efficient landscapes limit or exclude non-functional turf where possible. Examples of nonfunctional turf include streetscape turf and turf that is purely ornamental. As an alternative to non-functional turf grasses, water efficient landscapes use appropriate plants or other landscaping materials that require little or no supplemental irrigation. Appropriate plants are those selected based on their adaptability to the region’s soil and climate. NTMWD’s #PledgeToPlantSmart initiative seeks to inspire positive change in water conservation by encouraging North Texas residents to do their part and plant smart by selecting native or adaptive plants for their garden and landscaping. Member Cities and Customers should adopt a native and adaptive recommended plant list for water efficient landscaping. Water efficient landscapes can be an alternative to non-functional turf grasses and may be appropriate for application in new development or retrofits of existing landscapes for both commercial and residential areas.

Water efficient landscape initiatives can be encouraged through financial incentives or required through ordinance. Member cities and customers should also consider review of their existing requirements and removal of current codes that may impede or limit the application of water

efficient landscapes. Property code 202.007 may be a helpful resource for language for removing potential barriers to water efficient landscapes.

In lieu of an ordinance, water efficient landscapes can be encouraged through rebates for landscape conversion or installation or award programs. Good examples of water efficient landscapes should also be encouraged through public outreach, demonstration gardens, and/or used in public landscapes and rights-of-way. NTMWD has a great example of the implementation of native plants and xeriscaping at the Bois d'Arc Lake Operations Center.

There are several programs available that offer a wealth of information on designing and implementing water efficient landscape.

- Water Wise (<http://urbanlandscapeguide.tamu.edu/waterwise.html>)
- Texas SmartScape™ (<http://www.txsmartscape.com/>)
- EARTH-KIND™ (<https://aggie-horticulture.tamu.edu/earthkind/publications/#water>)

8.03 POTENTIAL FUTURE CONSERVATION STRATEGIES

NTMWD recommends but does not require implementation of this conservation practice in Member Cities and Customers' own water conservation plans.

A. ADDITIONAL WATER SAVING MEASURES FOR NEW IRRIGATION SYSTEM REQUIREMENTS

NTMWD requires certain irrigation system requirements for new and commercial systems. However, this conservation practice can be improved with additional water savings measures. As discussed previously, the Texas legislation regulates irrigation systems and irrigators by adopting minimum standards and specifications for designing, installing, and operating irrigation systems.

Many cities within Region C have adopted irrigation system standards above the minimum state requirements. Some of these standards include:

- Require property owners who install their irrigation system to also comply with the adopted Town ordinance.
- Require submission of the irrigation plan in conjunction with the permit application to the applicable Town official/department.

- Require all new irrigation systems to not utilize above-ground spray in landscapes that are less than 48 inches in either length or width and which contain impervious pedestrian or vehicular traffic surfaces along two or more perimeters. The use of subsurface or drip irrigation and pressure compensating tubing is permitted if the qualifying area will be irrigated.
- Require all non-turf landscape areas included in the irrigation plan to be designed with subsurface irrigation, drip irrigation, and/or pressure compensating tubing. If the irrigation plan includes a foundation watering system, require a separate zone to be dedicated for drip irrigation for the purpose of watering a structure's foundation.
- When provided, a master valve shall be installed on the discharge side of the backflow prevention device on all new installations.
- Require check valves where elevation differences may result in low head drainage. Check valves may be located at the sprinkler head(s) or on the lateral line.
- Require that pop-up heads shall be installed at grade level and operated to extend above all landscape turfgrass.
- Require that all new irrigation systems must include an automatic controller capable of providing the following features:
 - Multiple irrigation programs with at least three start times per program
 - Limiting the irrigation frequency to once every 7 days and once every 14 days
 - Water budgeting feature
- Require additional information and description for the required "walk-through". This may include but is not limited to a checklist of things to cover on the "walk-through" with the homeowner or educational leave behind materials.
- Require the signed maintenance checklist be submitted to the applicable Town official/department. Require the irrigator's name, license number, company name, telephone number, and the dates of the warranty period to be on the maintenance checklist.
- Require the irrigation plan indicating the actual installation of the system and the associated seasonal watering schedule be submitted to the applicable Town official/department.

- Require the irrigation plan and maintenance checklist be transferred from the new home builder to the first home buyer with documentation confirming the transaction provided to the applicable Town official/department.

It is important to note that, at a minimum, Member Cities and Customers must adhere to the irrigation system requirements set by NTMWD.

B. ADDITIONAL WATER WASTE PROVISIONS

NTMWD requires certain water waste provisions. However, this conservation practice can be improved with the inclusion of additional water waste provisions suited for your entity. As discussed previously, the main purpose of a water waste ordinance is to provide a means for enforcement that water waste is prevented during lawn and landscape irrigation, that water resources are conserved for their most beneficial and vital uses, and that public health is protected. It provides a defined enforcement mechanism for exceptional neglect related to the proper maintenance and efficient use of water fixtures, pipes, and irrigation systems. The ordinance can provide additional assistance or enforcement actions if no corrective action has been taken after a certain number of correspondences.

NTMWD **recommends, but does not require**, the following additional water waste ordinance offenses:

- 1) Sprinkler runoff from a property greater than 50 feet.
- 2) Operating an irrigation system or other lawn watering device during any form of precipitation or when temperatures are below 32 degrees Fahrenheit.
- 3) Irrigation to pond in a street or parking lot to a depth greater than 1/4 inch.
- 4) Failure to repair a controllable leak, including but not limited to a broken sprinkler head, a leaking valve, leaking or broken pipes, or a leaking faucet.
- 5) Operating a permanently installed irrigation system with a broken head or a head that is out of adjustment where the arc of the spray head is over a street or parking lot.
- 6) Washing of driveways, sidewalks, parking lots or other impervious surface areas with an open hose or spray nozzle attached to an open hose, except when required to eliminate conditions that threaten public health, safety or welfare.
- 7) Installation of splash pads that use a flow-through system instead of a cycle tank.

All splash pads should follow the manufacturer's recommendations and health agency guidance for the operation and management of splash pads and have standard operating procedures that help ensure water quality and promote conservation.

Standard operating procedures should be tailored to the type of splash-pad (flow-through or cycle tank). Regardless of splash pad type or configuration, consideration should be given towards conservation efforts. For example, operating hours could be adjusted often based on frequency and duration of public use or the runoff can be diverted to serve a functional purpose, such as maintaining native and adapted vegetation.

It is important to note that, at a minimum, Member Cities and Customers must adhere to the water waste provisions set by NTMWD.

C. PARK/ATHLETIC FIELD CONSERVATION

NTMWD recommends that Member Cities and Customers consider the implementation of this conservation practice if there are parks and/or athletic fields within their system that are heavy water users. This conservation practice is intended to address park and athletic field conservation if the water provider manages and/or serves customers with irrigated parks and/or athletic fields. These facilities often face scrutiny by the public for using large amounts of water or being perceived as using excessive amounts. Athletic field and park irrigation conservation practices and the careful use of water in the operation and maintenance of park facilities can effectively reduce water demands. Once a water provider or customer adopts this practice, it should be followed closely to achieve maximum water efficiency benefits. With the dedication of an athletic field manager, athletic field conservation can effectively reduce system water demand. A manager can implement a watering regimen that only uses the amount of water necessary to maintain the viability of the turf and health of its users.

All park facilities should be metered, and water use billed to reinforce the importance of water efficiency. Before developing an efficient watering program, the water provider should consider meeting with parks irrigation personnel, management, and authorized landscape manager. This discussion should focus on water conservation issues and developing an adequate scope of action for efficiency. The first key is to understand the performance and capabilities of your irrigation system at these facilities. Requiring automatic irrigation systems and controllers at all facilities is recommended. It is essential to have training in soil management, proper aeration methods, nutrient management, mowing, soil testing, and irrigation management.

Achieving conservation can be voluntary or regulatory, based on the needs of the city. Cities may also consider if there is an opportunity to use reclaimed, reused, or recycled water for parks to conserve potable water. However, specific uses must meet TCEQ water quality standards for reclaimed water and human contact, and they must be appropriate for the particular use of the park. Reclaimed water should be applied based on the appropriate water budget. When developing athletic field conservation practices, identify the various

stakeholders, including the school district staff, nonprofit athletic associations, private sports complex managers, and Town staff. Meeting with them will help achieve long-term results.

NTMWD recommends but does not require implementation of this conservation practice in Member Cities and Customers' own water conservation plans.

D. WATER EFFICIENCY OUTREACH PROGRAM

NTMWD provides a wealth of technical assistance and outreach. Wholesale and retail water providers benefit from a consistent water conservation message across multiple cities and can enhance their reputation in the community. Utilizing resources and programs from NTMWD's conservation portal allows Member Cities and Customers to save money by not producing the resources or operating the programs themselves and amplifies a common message. Outreach assistance from NTMWD accomplishes public outreach and education elements in both the wholesale and retail water providers respective water conservation plans.

However, it is recommended that each member city and customer develop their own water efficiency outreach program as well. Perhaps one of the most important actions a utility can take in increasing water use efficiency among its customers is through public education and outreach programs (E&O). The goal of E&O programs is to influence behavioral change for short and long-term water savings. Regular and consistent messaging in customer education will provide an overall picture of water resources in the community. Communicating the need for conservation helps manage existing water supplies and avoids or delays the need for expanded or new infrastructure to meet increased water demands. Customer education also provides valuable information on specific actions they can take in their home or business to meet these community goals while also benefiting from them personally (i.e., managing their water bill).

Each utility should develop an education and outreach plan suited to their community that is adaptable over time. Understanding which messages need to be conveyed regularly and identifying the target audience(s) is key to a successful program. An effective public education program will help develop trust between the community and the utility as relevant, timely, and fact-based information is provided, and customer service is enhanced.

Many cities have dedicated water conservation web pages located within the main city or utility website that provide tips and other resources. The TWDB is one source that provides publications and other materials that can be placed online or made available in city/utility buildings. NTMWD's online conservation portal is another. The various education and outreach tools also allow cities to promote other programs offered, such as rebates or events, and to communicate other important messages, such as drought conditions or water service outages.

Some customers prefer to learn in a classroom setting or to tour facilities or demonstration areas to better understand certain conservation techniques. Offering in-person or virtual classes or workshops provides an opportunity to connect with these customers, provides hands-on experience, and allows questions on a range of conservation issues to be answered. NTMWD offers several programs such as these described in **Section 8.02**.

NTMWD recommends but does not require implementation of this conservation practice in Member Cities and Customers' own water conservation plans.

2024 Water Resource and Emergency Management Plan

Under Texas Water Code Chapter 11 and Title 30 Texas Administrative Code Chapter 288, Retail, Irrigation and Wholesale Public Water Suppliers are required to develop, implement and submit updated Drought Contingency Plans to the TCEQ every five years.

1.00 INTRODUCTION

The Town of Little Elm (Little Elm or Town) is a Customer of the North Texas Municipal Water District (NTMWD). This Plan was developed following TCEQ guidelines and requirements governing the development of drought contingency plans.

The goal of the water resource and emergency management plan is to prepare for potential water shortages and to preserve water for essential uses and the protection of public health. The objectives to achieve this goal are as follows:

- To save water during droughts, water shortages, and emergencies.
- To save water for domestic use, sanitation, and fire protection.
- To protect and preserve public health, welfare, and safety.
- To reduce the adverse impacts of shortages.
- To reduce the adverse impacts of emergency water supply conditions.

Note: NTMWD and Little Elm refer to their drought contingency plan (DCP) as the water resource and emergency management plan (WREMP) and should be considered synonymous with a DCP.

1.01 MINIMUM REGULATORY REQUIREMENTS

A drought contingency plan is defined as “a strategy or combination of strategies for temporary supply and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies”. Recognizing the need for efficient use of existing water supplies, the TCEQ has developed guidelines and requirements governing the development of water conservation and drought contingency plans.

The minimum TCEQ requirements and where they are addressed within this document are described in **Appendix B**.

2.00 IMPLEMENTATION AND ENFORCEMENT

2.01 PROVISIONS TO INFORM THE PUBLIC AND OPPORTUNITY FOR INPUT

Little Elm provided opportunity for public input in the development of this Plan by the following means:

- Providing written notice of the proposed Plan and the opportunity to comment on the Plan by newspaper and posted notice.
- Posting the draft Plan on the community website and/or social media.

- Providing the draft Plan to anyone requesting a copy.
- Holding a public meeting regarding the Plan on 4/16/2024. Public notice of this meeting was provided on the community website and in local newspapers.
- Approving the Plan at a public Council meeting on 4/16/2024. Public notices of this meeting were provided on the community website and live audio was available during the meeting.

2.02 PROGRAM FOR CONTINUING PUBLIC EDUCATION AND INFORMATION

Little Elm informs and educates the public about the Plan by the following means:

- Preparing a bulletin describing the plan and making it available at Town Hall and/or other appropriate locations.
- Including information and making the Plan available to the public through the Town's website and/or social media.
- Notifying local organizations, schools, and civic groups that utility staff are available to make presentations on the Plan (usually in conjunction with presentations on water conservation programs).
- At any time that the Plan is activated or changes, Little Elm will notify local media of the issues, the water resource management stage (if applicable), and the specific actions required of the public. The information will also be publicized on the community website and/or social media. Billing inserts will also be used as appropriate.

2.03 COORDINATION WITH THE REGIONAL WATER PLANNING GROUPS AND NTMWD

Appendix E of this Plan includes copies of letters sent to the Region C water planning group as well as NTMWD.

2.04 INITIATION AND TERMINATION OF WATER RESOURCE MANAGEMENT STATGES

A. INITITATION OF A WATER RESOURCE MANAGEMENT STAGE

The Town Manager or his/her designee may order the implementation of a water resource management stage when one or more of the trigger conditions for that stage is met.

- NTMWD has initiated a water resource management stage. (Stages imposed by NTMWD action **must** be initiated by Member Cities and Customers.)

- Other trigger conditions internal to Little Elm specified for each drought stage. For these types of internal conditions, the official designee may decide not to order the implementation of a stage even though one or more of the trigger criteria for the stage are met. Factors which could influence such a decision could include, but are not limited to, the time of the year, weather conditions, the anticipation of replenished water supplies, or the anticipation that additional facilities will become available to meet needs. The reason for this decision should be documented.

The following actions will be taken when a water resource management stage is initiated:

- The public will be notified through local media and the supplier's website.
- Wholesale customers and NTMWD will be notified by email that provides details of the reasons for initiation of the water resource management stage.
- If any mandatory provisions of the Plan are activated, Little Elm will notify the TCEQ and the NTMWD Executive Director within five business days. Instructions can be accessed on the NTMWD portal online at <https://www.ntmwd.com/login/portal/>.

B. TERMINATION OF A WATER RESOURCE MANAGEMENT STAGE

Water resource management stages initiated by NTMWD may be terminated after NTMWD has terminated the stage. For stages initiated by the Town Manager or his/her designee, they may order the termination of a water resource management stage when the conditions for termination are met or at their discretion.

The following actions will be taken when a water resource management stage is terminated:

- The public will be notified through local media and Little Elm's website.
- Wholesale customers and NTMWD will be notified by email.

If any mandatory provisions of the Plan that have been activated are terminated, Little Elm will notify TCEQ Executive Director and the NTMWD Executive Director within five business days. Instructions to report drought contingency plan water use restrictions to TCEQ is available online at https://www.tceq.texas.gov/drinkingwater/homeland_security/security_pws. The Town Manager or his/her designee may decide not to order the termination of a water resource management stage even though the conditions for termination of the stage are met. Factors which could influence such a decision include, but are not limited to, the time of the year, weather conditions, or the anticipation of potentially changed conditions that warrant the continuation of the water resource management stage. The reason for this decision should be documented.

2.05 PROCEDURE FOR GRANTING VARIANCES TO THE PLAN

The Town Manager or his/her designee may grant temporary variances for existing water uses otherwise prohibited under this Plan if one or more of the following conditions are met:

- Failure to grant such a variance would cause an emergency condition adversely affecting health, sanitation, or fire safety for the public or the person or entity requesting the variance.
- Compliance with this Plan cannot be accomplished due to technical or other limitations.
- Alternative methods that achieve the same level of reduction in water use can be implemented.

Variances shall be granted or denied at the discretion of the Town Manager or his/her designee. All petitions for variances should be in writing and should include the following information:

- Name and address of the petitioners.
- Purpose of water use.
- Specific provisions from which relief is requested.
- Detailed statement of the adverse effect of the provision from which relief is requested.
- Description of the relief requested.
- Period of time for which the variance is sought.
- Alternative measures that will be taken to reduce water use and the level of water use reduction.
- Other pertinent information.

2.06 PROCEDURES FOR ENFORCING MANDATORY WATER USE RESTRICTIONS

Mandatory water use restrictions may be imposed in Stage 1, Stage 2 and Stage 3. The penalties associated with the mandatory water use restrictions are explained below and included in the [ordinance or resolution] enacting this plan.

Stage 1:

- Violations must be observed by the Town Manager or his or her designee. Violations will be documented by electronic photographs and filed for review.

- First-time violations will be notified of their violation and be warned of the actions that will be imposed after additional violations.
- For the second violation, a \$100.00 administrative fee will be included on the next available water bill. The \$100.00 administrative fee will be waived or credited after the completion of a free irrigation check-up of the violating system, performed by a licensed irrigator contracted with the Town.
- For additional violations, the sprinkler system will be disconnected, with a \$200.00 administrative fee included on the next available water bill after the third violation, followed by a \$300.00 administrative fee after the fourth and any subsequent violations. All administrative fees will be waived or credited after completion of a free irrigation check-up of the violating system, performed by a licensed irrigator contracted with the Town.
- Unpaid assessed administrative fees related to violations of water use restrictions shall incur late payment penalties and may result in termination of water service.

Stage 2:

- Violations must be observed by the Town Manager or his or her designee. Violations will be documented by electronic photographs and filed for review.
- First-time violations will have the sprinkler system disconnected and a \$100.00 administrative fee included on the next available water bill. The \$100.00 administrative fee will be waived or credited after the completion of a free irrigation check-up of the violating system, performed by a licensed irrigator contracted with the Town.
- For the second violation, a \$200.00 administrative fee will be included on the next available water bill. For additional violations, the sprinkler system will be disconnected, with a \$200.00 administrative fee included on the next available water bill after the third violation, followed by a \$300.00 administrative fee after the fourth and any subsequent violations.
- Unpaid assessed administrative fees related to violations of water use restrictions shall incur late payment penalties and may result in termination of water service.

Stage 3:

- Violations must be observed by the Town Manager or his or her designee. Violations will be documented by electronic photographs and filed for review.

- First-time violations will have the sprinkler system disconnected and a \$100.00 administrative fee included on the next available water bill. The \$100.00 administrative fee will be waived or credited after the completion of a free irrigation check-up of the violating system.
- For the second violation, a \$200.00 administrative fee will be included on the next available water bill. For additional violations, the sprinkler system will be disconnected, with a \$200.00 administrative fee included on the next available water bill after the third violation, followed by a \$300.00 administrative fee after the fourth and any subsequent violations.
- Unpaid assessed administrative fees related to violations of water use restrictions shall incur late payment penalties and may result in termination of water service.

OPTIONAL ADMINISTRATIVE REMEDIES

Contesting Administrative Fees

A customer may appeal the assessment of an administrative fee by requesting in writing to the Town Manager or his or her designee that the fee be waived, providing all information to support the removal of the fee. The customer shall bear the burden of proof to show why the administrative fee should not be assessed. The Town Manager or his or her designee shall send written notice within three business days after receiving the first packet of information, and that decision shall be final and binding.

2.07 REVIEW AND UPDATE OF WATER RESOURCE AND EMERGENCY MANAGEMENT PLAN

As required by TCEQ rules, Little Elm must review their respective Plan every five years. The plan will be updated as appropriate based on new or updated information.

3.00 WATER RESOURCE AND EMERGENCY MANAGEMENT PLAN

Initiation and termination criteria for water management stages include general, demand, supply, and emergency criteria. One of the major indicators of approaching or ongoing drought conditions is NTMWD's combined reservoir storage, defined as storage at Lavon Lake plus storage in Bois d'Arc Lake. Percent storage is determined by dividing the current storage by the total conservation storage when the lakes are full. **Table 3** summarizes the water management stages by triggers based on percent combined storage and associated demand reduction goals and outdoor watering restrictions. The following sections go into more detail on the three water management stages.

TCEQ requires notification when mandatory restrictions are placed on a customer. NTMWD must notify TCEQ when they impose mandatory restrictions on Member Cities and Customers. Member Cities and Customers must likewise notify TCEQ when they impose mandatory restrictions on their customers (wholesale or retail). Measures that impose mandatory requirements on customers are denoted with “**requires notification to TCEQ**”. NTMWD and the utilities must notify TCEQ within five business days if these measures are implemented (<https://www.tceq.texas.gov/response/drought/drought-and-public-water-systems>).

Table 3: Water Management Plan Stages Summary

Drought Stage		April to October	November to March	Demand Reduction Goal	Outdoor Watering Restrictions
		Percent Combined Storage			
Stage 1	Initiation	70%	60%	2%	2X per week (Apr-Oct) 1X per week (Nov-Mar)
	Termination	75%	65%		
Stage 2	Initiation	55%	45%	5%	1X per week (Apr-Oct) 1X every other week (Nov-Mar)
	Termination	70%	60%		
Stage 3	Initiation	30%	20%	30%	No outdoor watering
	Termination	55%	45%		

3.01 WATER RESOURCE MANAGEMENT – STAGE 1

A. INITIATION AND TERMINATION CRITERIA FOR STAGE 1

Initiation

NTMWD has initiated Stage 1, which may be initiated when one or more of the following criteria is met:

- **General Criteria**
 - The Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 1.
 - One or more source(s) is interrupted, unavailable, or limited due to contamination, invasive species, equipment failure or other cause.
 - The water supply system is unable to deliver needed supplies due to the failure or damage of major water system components.

- Part of the system has a shortage of supply or damage to equipment. (NTMWD may implement measures for only that portion of the system impacted.)
- A portion of the service area is experiencing an extreme weather event or power grid/supply disruptions.
- The Town of Little Elm may implement restrictions at any time as required due to emergencies experienced with the water system operations when storage of water for pumping capacity is restricted such that normal demand cannot be met.
- The Town of Little Elm may implement restrictions at any time if the Texas State Governor has issued a drought disaster declaration for Denton, or the neighboring counties.
- **Demand Criteria**
 - Water demand has exceeded or is expected to exceed 90% of maximum sustainable production or delivery capacity for an extended period.
- **Supply Criteria**
 - The combined storage in Lavon and Bois d’Arc Lake, as published by the TWDB, is less than:
 - 70% of the combined conservation pool capacity during any of the months of April through October
 - 60% of the combined conservation pool capacity during any of the months of November through March
 - The Sabine River Authority (SRA) has indicated that its Upper Basin water supplies used by NTMWD (Lake Tawakoni and/or Lake Fork) are in a Stage 1 drought.
 - NTMWD is concerned that Lake Texoma, Jim Chapman Lake, the East Fork Water Reuse Project, Main Stem Pump Station, and/or some other NTMWD water source may be limited in availability within the next six months.

In addition to NTMWD triggers, listed below are internal triggers that may cause Little Elm to initiate Stage 1 restrictions:

- The Town’s water demand has exceeded 90% of the amount that can be delivered to customers for two consecutive days.
- The Town’s water demand for all or part of the delivery system equals delivery capacity because delivery capacity is inadequate.

- The Town's water system is unable to deliver water due to the failure or damage of major water system components.
- The Town Manager or his/her designee determines that it is appropriate to initiate Stage 1.

Termination

Stage 1 may terminate when one or more of the following criteria is met:

- **General Criteria**
 - The Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the termination of Stage 1.
 - The circumstances that caused the NTMWD initiation of Stage 1 no longer prevail.
 - The circumstances that caused the internal Little Elm initiation of Stage 1 no longer prevail.
- **Supply Criteria**
 - The combined storage in Lavon and Bois d'Arc Lakes, as published by the TWDB, is greater than:
 - 75% of the combined conservation pool capacity during any of the months of April through October
 - 65% of the combined conservation pool capacity during any of the months of November through March

In situations in which NTMWD is not in any stages, listed below are internal triggers that may cause Little Elm to terminate Stage 1 restrictions:

- The circumstances that caused Little Elm to initiate Stage 1 no longer prevail.

B. GOAL FOR USE REDUCTION UNDER STAGE 1

The goal for water use reduction under Stage 1 is an annual reduction of 2% in the use that would have occurred in the absence of water management measures. Because discretionary water use is highly concentrated in the summer months, savings should be higher than 5% in summer to achieve an annual savings goal of 2%. **If circumstances warrant, or if required by NTMWD, the Town Manager can set a goal for greater or less water use reduction.**

C. WATER MANAGEMENT MEASURES AVAILABLE UNDER STAGE 1

The actions listed below are provided as potential measures to reduce water demand. The Town Manager or his/her designee may choose to implement any or all of the available restrictions in Stage 1.

- Continue actions described in the water conservation plan.
- Notify wholesale customers of actions being taken and request that they implement similar procedures.
- Increase enforcement of landscape watering restrictions from the water conservation plan, as described in Section 8.02(F) of that plan.
- Initiate engineering studies to evaluate alternative actions that can be implemented if conditions worsen.
- Accelerate public education efforts on ways to reduce water use.
- Halt non-essential town government water use.
- Encourage the public to wait until the current drought or water emergency situation has passed before establishing new landscaping.
- Encourage all users to reduce the frequency of draining and refilling swimming pools.
- **Requires notification to TCEQ.** Initiate a rate surcharge for all water use over a certain level.
- **Requires notification to TCEQ.** Parks, golf courses, and athletic fields using potable water for landscape watering are required to meet the same reduction goals and measures outlined in this stage. As an exception, golf course greens and tee boxes may be hand watered as needed.

3.02 WATER RESOURCE MANAGEMENT – STAGE 2

A. INITIATION AND TERMINATION CRITERIA FOR STAGE 2

Initiation

NTMWD has initiated Stage 2, which may be initiated due to one or more of the following criteria is met:

- **General Criteria**
 - The Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 2.
 - One or more supply source(s) is interrupted, unavailable, or limited due to contamination, invasive species, equipment failure or other cause.
 - The water supply system is unable to deliver needed supplies due to the failure or damage of major water system components.
 - Part of the system has a shortage of supply or damage to equipment. (NTMWD may implement measures for only that portion of the system impacted.)

- A portion of the service area is experiencing an extreme weather event or power grid/supply disruptions.
- **Demand Criteria**
 - Water demand has exceeded or is expected to exceed 95% of maximum sustainable production or delivery capacity for an extended period.
- **Supply Criteria**
 - The combined storage in Lavon and Bois d’Arc Lake, as published by the TWDB, is less than
 - 55% of the combined conservation pool capacity during any of the months of April through October
 - 45% of the combined conservation pool capacity during any of the months of November through March
 - SRA has indicated that its Upper Basin water supplies used by NTMWD (Lake Tawakoni and/or Lake Fork) are in a Stage 2 drought.
 - NTMWD is concerned that Lake Texoma, Jim Chapman Lake, the East Fork Water Reuse Project, the Main Stem Pump Station, and/or some other NTMWD water source may be limited in availability within the next three months.

In addition to NTMWD triggers, listed below are internal triggers that may cause Little Elm to initiate Stage 2 restrictions:

- The Town’s water demand has exceeded 95% of the amount that can be delivered to customers for two consecutive days.
- The Town’s water demand for all or part of the delivery system equals delivery capacity because delivery capacity is inadequate.
- The Town’s water system is unable to deliver water due to the failure or damage of major water system components.
- The Town Manager or his/her designee determines that it is appropriate to initiate Stage 2.

Termination

Stage 2 may terminate when one or more of the following criteria is met:

- **General Criteria**
 - The Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the termination of Stage 2.

- The circumstances that caused the NTMWD initiation of Stage 2 no longer prevail.
- The circumstances that caused the internal Little Elm initiation of Stage 2 no longer prevail.
- **Supply Criteria**
 - The combined storage in Lavon and Bois d’Arc Lake, as published by the TWDB, is greater than
 - 70% of the combined conservation pool capacity during any of the months of April through October
 - 60% of the combined conservation pool capacity during any of the months of November through March

In situations in which NTMWD is in Stage 1 or not in any stages, listed below are internal triggers that may cause Little Elm to terminate Stage 2 restrictions:

- The circumstances that caused Little Elm to initiate Stage 2 no longer prevail.

B. GOAL FOR USE REDUCTION UNDER STAGE 2

The goal for water use reduction under Stage 2 is an annual reduction of 5% in the use that would have occurred in the absence of water resource management measures. Because discretionary water use is highly concentrated in the summer months, savings should be higher than 5% in summer to achieve an annual savings goal of 5%. **If circumstances warrant, or if required by NTMWD, the Town Manager can set a goal for greater or less water use reduction.**

C. WATER MANAGEMENT MEASURES AVAILABLE UNDER STAGE 2

The actions listed below are provided as potential measures to reduce water demand. The Town Manager may choose to implement any or all of the available restrictions in Stage 2.

- Continue or initiate any actions available under the water conservation plan and Stage 1.
- Implement viable alternative water supply strategies.

Requires notification to TCEQ. Limit landscape watering with sprinklers or irrigation systems at each service address to once per week on designated days between April 1 and October 31. Limit landscape watering with sprinklers or irrigation systems at each service address to once every other week on designated days between November 1 and March 31. For residential water customers, watering day is defined as the assigned trash/recycle pickup day for the property address associated with the irrigation system. If there is no street address associated with the property, or there is more than one

street address associated with a single contiguous property, the watering day is defined as Wednesday. For industrial, commercial, and institutional water customers, watering day is defined as Wednesday.

- Exceptions are as follows:
 - New construction may be watered as necessary for 30 days from the installation of new landscape features.
 - Foundation watering (within 2 feet), watering of new plantings (first year) of shrubs, and watering of trees (within a 10-foot radius of its trunk) for up to two hours on any day by a hand-held hose, a soaker hose, or a dedicated zone using a drip irrigation system, provided no runoff occurs.
 - Athletic fields may be watered twice per week.
 - Locations using alternative sources of water supply only for irrigation may irrigate without day-of-the-week restrictions provided proper signage is employed to notify the public of the alternative water source(s) being used. However, irrigation using alternative sources of supply is subject to all other restrictions applicable to this stage. If the alternative supply source is a well, proper proof of well registration with your local water supplier (e.g., city, water supply corporation) is required. Other sources of water supply may not include imported treated water.
 - An exemption is for drip irrigation systems from the designated outdoor water use day limited to no more than one day per week. Drip irrigation systems are, however, subject to all other restrictions applicable under this stage.
- **Requires notification to TCEQ.** Prohibit overseeding, sodding, sprigging, broadcasting or plugging with or watering, except for golf courses and athletic fields.
- **Requires notification to TCEQ.** If NTMWD has imposed a reduction in water available to Member Cities and Customers, impose the same percent reduction on any wholesale customers.
- **Requires notification to TCEQ.** Initiate a rate surcharge for all water use over a certain level.
- **Requires notification to TCEQ.** Parks and golf courses using potable water for landscape watering are required to meet the same reduction goals and measures outlined in this stage. As an exception, golf course greens and tee boxes may be hand watered as needed.

3.03 WATER RESOURCE MANAGEMENT – STAGE 3

A. INITIATION AND TERMINATION CRITERIA FOR STAGE 3

Initiation

NTMWD has initiated Stage 3, which may be initiated due to one or more of the following criteria is met:

- **General Criteria**
 - The Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 3.
 - One or more supply source(s) is interrupted, unavailable, or limited due to contamination, invasive species, equipment failure, or other cause.
 - The water supply system is unable to deliver needed supplies due to the failure or damage of major water system components.
 - Part of the system has a shortage of supply or damage to equipment. (NTMWD may implement measures for only that portion of the system impacted.)
 - A portion of the service area is experiencing an extreme weather event or power grid/supply disruptions.
- **Demand Criteria**
 - Water demand has exceeded or is expected to exceed maximum sustainable production or delivery capacity for an extended period.
- **Supply Criteria**
 - The combined storage in Lavon and Bois d'Arc Lake, as published by the TWDB, is less than
 - 30% of the combined conservation pool capacity during any of the months of April through October
 - 20% of the combined conservation pool capacity during any of the months of November through March
- SRA has indicated that its Upper Basin water supplies used by NTMWD (Lake Tawakoni and/or Lake Fork) are in a drought and have significantly reduced supplies available to NTMWD.
- The supply from Lake Texoma, Jim Chapman Lake, the East Fork Water Reuse Project, the Main Stem Pump Station, and/or some other NTMWD water source has become limited in availability.

In addition to NTMWD triggers, listed below are internal triggers that may cause Little Elm to initiate Stage 3 restrictions:

- The Town's water demand has exceeded or is expected to exceed maximum sustainable production or delivery capacity for two consecutive days.
- The Town's water demand for all or part of the delivery system equals delivery capacity because delivery capacity is inadequate.
- The Town's water system is unable to deliver water due to the failure or damage of major water system components.
- The Town Manager or his/her designee determines that it is appropriate to initiate Stage 3.

Termination

Stage 3 may terminate when one or more of the following criteria is met:

- **General Criteria**
 - The Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the termination of Stage 3.
 - The circumstances that caused the NTMWD initiation of Stage 3 no longer prevail.
 - The circumstances that caused the internal Little Elm initiation of Stage 3 no longer prevail.
- **Supply Criteria**
 - The combined storage in Lavon and Bois d'Arc Lake, as published by the TWDB, is greater than:
 - 55% of the combined conservation pool capacity during any of the months of April through October
 - 45% of the combined conservation pool capacity during any of the months of November through March

In situations in which NTMWD is in Stage 2, Stage 1 or not in any stages, listed below are internal triggers that may cause Little Elm to terminate Stage 3 restrictions:

- The circumstances that caused Little Elm to initiate Stage 3 no longer prevail.

B. GOAL FOR USE REDUCTION UNDER STAGE 3

The goal for water use reduction under Stage 3 is an annual reduction of 30% in the use that would have occurred in the absence of water resource management measures, or the goal for water use reduction is whatever reduction is necessary. Because discretionary water use is

highly concentrated in the summer months, savings should be higher than 30% in summer to achieve an annual savings goal of 30%. **If circumstances warrant, or if required by NTMWD, the Town Manager can set a goal for greater or less water use reduction.**

C. WATER MANAGEMENT MEASURES AVAILABLE UNDER STAGE 3

The actions listed below are provided as potential measures to reduce water demand. The Town Manager may choose to implement any or all of the available restrictions in Stage 3.

- Continue or initiate any actions available under the water conservation plan and Stages 1 and 2.
- Implement viable alternative water supply strategies.
- **Requires notification to TCEQ.** Require Little Elm wholesale customers to initiate Stage 3 restrictions in their respective, independently adopted water resource management plans.
- **Requires notification to TCEQ.** Initiate mandatory water use restrictions as follows:
 - Hosing and washing of paved areas, buildings, structures, windows or other surfaces is prohibited except by variance and performed by a professional service using high efficiency equipment.
 - Prohibit operation of ornamental fountains or ponds that use potable water except where supporting aquatic life.
- **Requires notification to TCEQ.** Prohibit new sod, overseeding, sodding, sprigging, broadcasting or plugging with or watering.
- **Requires notification to TCEQ.** Prohibit the use of potable water for the irrigation of new landscape.
- **Requires notification to TCEQ.** Prohibit all commercial and residential landscape watering, except foundations (within 2 feet) and trees (within a 10-foot radius of its trunk) may be watered for two hours one day per week with a hand-held hose, a soaker hose, or a dedicated zone using a drip irrigation system provided no runoff occurs. Drip irrigation systems are not exempt from this requirement.
- **Requires notification to TCEQ.** Prohibit washing of vehicles except at a commercial vehicle wash facility.
- **Requires notification to TCEQ.** Landscape watering of parks, golf courses, and athletic fields with potable water is prohibited. As an exception, golf course greens and tee boxes may be hand watered as needed. Variances may be granted by the water provider under special circumstances.

- **Requires notification to TCEQ.** Prohibit the filling, draining, and/or refilling of existing swimming pools, wading pools, Jacuzzi and hot tubs except to maintain structural integrity, proper operation and maintenance or to alleviate a public safety risk. Existing pools may add water to replace losses from normal use and evaporation. Permitting of new swimming pools, wading pools, Jacuzzi and hot tubs is prohibited.
- **Requires notification to TCEQ.** Prohibit the operation of interactive water features such as water sprays, dancing water jets, waterfalls, dumping buckets, shooting water cannons, inflatable pools, temporary splash toys or pools, slip-n-slides, or splash pads that are maintained for recreation.
- **Requires notification to TCEQ.** Require all commercial water users to reduce water use by a set percentage.
- **Requires notification to TCEQ.** If NTMWD has imposed a reduction in water available to Member Cities and Customers, impose the same percent reduction on any wholesale customers.
- **Requires notification to TCEQ.** Initiate a rate surcharge over normal rates for all water use or for water use over a certain level

Appendix A

List of References

The following appendix contains a list of references used throughout the plans.

APPENDIX A

LIST OF REFERENCES

1. Texas Commission on Environmental Quality Water Conservation Implementation Report. <https://www.tceq.texas.gov/assets/public/permitting/forms/20645.pdf>
 2. Title 30 of the Texas Administrative Code, Part 1, Chapter 288, Subchapter A, Rules 288.1 and 288.5, and Subchapter B, Rule 288.22, downloaded from [http://texreg.sos.state.tx.us/public/readtac\\$ext.ViewTAC?tac_view=4&ti=30&pt=1&ch=288](http://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=30&pt=1&ch=288), April 2023.
 3. Water Conservation Implementation Task Force: “Texas Water Development Board Report 362, Water Conservation Best Management Practices Guide,” prepared for the Texas Water Development Board, Austin, November 2004.
 4. Texas Water Development Board, Texas Commission on Environmental Quality, Water Conservation Advisory Council: Guidance and Methodology for Reporting on Water Conservation and Water Use, December 2012
 5. Freese and Nichols, Inc.: Model Water Conservation Plan for NTMWD Members Cities and Customers, prepared for the North Texas Municipal Water District, Fort Worth, January 2024.
 6. Freese and Nichols, Inc.: Model Water Resource and Emergency Management Plan for NTMWD Members Cities and Customers, prepared for the North Texas Municipal Water District, Fort Worth, January 2024.
 7. Freese and Nichols Inc, Alan Plummer Associates, Inc., CP & Y Inc., Cooksey Communications. “2021 Region C Water Plan”
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Appendix B

Texas Administrative Code Title 30 Chapter 288

The following appendix contains the Texas Administrative Code that regulates both water conservation and drought contingency plans. Prior to the code, a summary is given that outlines where each requirement is fulfilled within the plans.

APPENDIX B

TEXAS ADMINISTRATIVE CODE TITLE 30 CHAPTER 288

The TCEQ rules governing development of water conservation plans are contained in Title 30, Chapter 288, Subchapter A of the Texas Administrative Code.

The water conservation plan elements required by the TCEQ rules that are covered in this water conservation plan are listed below.

Minimum Conservation Plan Requirements for Public Water Suppliers

- 288.2(a)(1)(A) – Utility Profile – Section 2
- 288.2(a)(1)(B) – Record Management System – Section 4
- 288.2(a)(1)(C) – Specific, Quantified Goals – Section 3
- 288.2(a)(1)(D) – Accurate Metering – Section 4
- 288.2(a)(1)(E) – Universal Metering – Section 4
- 288.2(a)(1)(F) – Determination and Control of Water Loss – Section 4
- 288.2(a)(1)(G) – Public Education and Information Program – Section 8
- 288.2(a)(1)(H) – Non-Promotional Water Rate Structure – Section 8
- 288.2(a)(1)(I) – Reservoir System Operation Plan – Section 6
- 288.2(a)(1)(J) – Means of Implementation and Enforcement – Section 7
- 288.2(a)(1)(K) – Coordination with Regional Water Planning Group – Section 7
- 288.2(c) – Review and Update of Plan – Section 7

Additional Requirements for Public Water Suppliers (Population over 5,000)

- 288.2(a)(2)(A) – Leak Detection, Repair, and Water Loss Accounting – Section 4
- 288.2(a)(2)(B) – Requirement for Water Conservation Plans by Wholesale Customers – Section 5

Minimum Conservation Plan Requirements for Wholesale Water Suppliers

- 288.5(1)(A) – Description of Service Area – Section 2
 - 288.5(1)(B) – Specific, Quantified Goals – Section 3
 - 288.5(1)(C) – Measure and Account for Water Diverted – Section 4
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- 288.5(1)(D) – Monitoring and Record Management Program – Section 4
 - 288.5(1)(E) – Program of Metering and Leak Detection and Repair – Section 4
 - 288.5(1)(F) – Requirement for Water Conservation Plans by Wholesale Customers – Section 5
 - 288.5(1)(G) – Reservoir System Operation Plan – Section 6
 - 288.5(1)(H) – Means of Implementation and Enforcement – Section 7
 - 288.5(1)(I) – Documentation of Coordination with Regional Water Planning Group – Section 7
 - 288.5(3) – Review and Update of Plan – Section 7
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<u>TITLE 30</u>	ENVIRONMENTAL QUALITY
<u>PART 1</u>	TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
<u>CHAPTER 288</u>	WATER CONSERVATION PLANS, DROUGHT CONTINGENCY PLANS, GUIDELINES AND REQUIREMENTS
<u>SUBCHAPTER A</u>	WATER CONSERVATION PLANS
RULE §288.1	Definitions

The following words and terms, when used in this chapter, shall have the following meanings, unless the context clearly indicates otherwise.

(1) Agricultural or Agriculture--Any of the following activities:

(A) cultivating the soil to produce crops for human food, animal feed, or planting seed or for the production of fibers;

(B) the practice of floriculture, viticulture, silviculture, and horticulture, including the cultivation of plants in containers or non-soil media by a nursery grower;

(C) raising, feeding, or keeping animals for breeding purposes or for the production of food or fiber, leather, pelts, or other tangible products having a commercial value;

(D) raising or keeping equine animals;

(E) wildlife management; and

(F) planting cover crops, including cover crops cultivated for transplantation, or leaving land idle for the purpose of participating in any governmental program or normal crop or livestock rotation procedure.

(2) Agricultural use--Any use or activity involving agriculture, including irrigation.

(3) Best management practices--Voluntary efficiency measures that save a quantifiable amount of water, either directly or indirectly, and that can be implemented within a specific time frame.

(4) Conservation--Those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water, or increase the recycling and reuse of water so that a water supply is made available for future or alternative uses.

(5) Commercial use--The use of water by a place of business, such as a hotel, restaurant, or office building. This does not include multi-family residences or agricultural, industrial, or institutional users.

(6) Drought contingency plan--A strategy or combination of strategies for temporary supply and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies. A drought contingency plan may be a separate document identified as such or may be contained within another water management document(s).

(7) Industrial use--The use of water in processes designed to convert materials of a lower order of value into forms having greater usability and commercial value, and the development of power by means other than hydroelectric, but does not include agricultural use.

(8) Institutional use--The use of water by an establishment dedicated to public service, such as a school, university, church, hospital, nursing home, prison or government facility. All facilities dedicated to public service are considered institutional regardless of ownership.

(9) Irrigation--The agricultural use of water for the irrigation of crops, trees, and pastureland, including, but not limited to, golf courses and parks which do not receive water from a public water supplier.

(10) Irrigation water use efficiency--The percentage of that amount of irrigation water which is beneficially used by agriculture crops or other vegetation relative to the amount of water diverted from the source(s) of supply. Beneficial uses of water for irrigation purposes include, but are not limited to, evapotranspiration needs for vegetative maintenance and growth, salinity management, and leaching requirements associated with irrigation.

(11) Mining use--The use of water for mining processes including hydraulic use, drilling, washing sand and gravel, and oil field re-pressuring.

(12) Municipal use--The use of potable water provided by a public water supplier as well as the use of sewage effluent for residential, commercial, industrial, agricultural, institutional, and wholesale uses.

(13) Nursery grower--A person engaged in the practice of floriculture, viticulture, silviculture, and horticulture, including the cultivation of plants in containers or nonsoil media, who grows more than 50% of the products that the person either sells or leases, regardless of the variety sold, leased, or grown. For the purpose of this definition, grow means the actual cultivation or propagation of the product beyond the mere holding or maintaining of the item prior to sale or lease, and typically includes activities associated with the production or multiplying of stock such as the development of new plants from cuttings, grafts, plugs, or seedlings.

(14) Pollution--The alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any water in the state that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property, or to the public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.

(15) Public water supplier--An individual or entity that supplies water to the public for human consumption.

(16) Regional water planning group--A group established by the Texas Water Development Board to prepare a regional water plan under Texas Water Code, §16.053.

(17) Residential gallons per capita per day--The total gallons sold for residential use by a public water supplier divided by the residential population served and then divided by the number of days in the year.

(18) Residential use--The use of water that is billed to single and multi-family residences, which applies to indoor and outdoor uses.

(19) Retail public water supplier--An individual or entity that for compensation supplies water to the public for human consumption. The term does not include an individual or entity that supplies water to itself or its employees or tenants when that water is not resold to or used by others.

(20) Reuse--The authorized use for one or more beneficial purposes of use of water that remains unconsumed after the water is used for the original purpose of use and before that water is either disposed of or discharged or otherwise allowed to flow into a watercourse, lake, or other body of state-owned water.

(21) Total use--The volume of raw or potable water provided by a public water supplier to billed customer sectors or nonrevenue uses and the volume lost during conveyance, treatment, or transmission of that water.

(22) Total gallons per capita per day (GPCD)--The total amount of water diverted and/or pumped for potable use divided by the total permanent population divided by the days of the year. Diversion volumes of reuse as defined in this chapter shall be credited against total diversion volumes for the purposes of calculating GPCD for targets and goals.

(23) Water conservation coordinator--The person designated by a retail public water supplier that is responsible for implementing a water conservation plan.

(24) Water conservation plan--A strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste of water, for maintaining or improving the efficiency in the use of water, for increasing the

recycling and reuse of water, and for preventing the pollution of water. A water conservation plan may be a separate document identified as such or may be contained within another water management document(s).

(25) Wholesale public water supplier--An individual or entity that for compensation supplies water to another for resale to the public for human consumption. The term does not include an individual or entity that supplies water to itself or its employees or tenants as an incident of that employee service or tenancy when that water is not resold to or used by others, or an individual or entity that conveys water to another individual or entity, but does not own the right to the water which is conveyed, whether or not for a delivery fee.

(26) Wholesale use--Water sold from one entity or public water supplier to other retail water purveyors for resale to individual customers.

Source Note: The provisions of this §288.1 adopted to be effective May 3, 1993, 18 TexReg 2558; amended to be effective February 21, 1999, 24 TexReg 949; amended to be effective April 27, 2000, 25 TexReg 3544; amended to be effective August 15, 2002, 27 TexReg 7146; amended to be effective October 7, 2004, 29 TexReg 9384; amended to be effective January 10, 2008, 33 TexReg 193; amended to be effective December 6, 2012, 37 TexReg 9515; amended to be effective August 16, 2018, 43 TexReg 5218

<u>TITLE 30</u>	ENVIRONMENTAL QUALITY
<u>PART 1</u>	TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
<u>CHAPTER 288</u>	WATER CONSERVATION PLANS, DROUGHT CONTINGENCY PLANS, GUIDELINES AND REQUIREMENTS
<u>SUBCHAPTER A</u>	WATER CONSERVATION PLANS
RULE §288.2	Water Conservation Plans for Municipal Uses by Public Water Suppliers

(a) A water conservation plan for municipal water use by public water suppliers must provide information in response to the following. If the plan does not provide information for each requirement, the public water supplier shall include in the plan an explanation of why the requirement is not applicable.

(1) Minimum requirements. All water conservation plans for municipal uses by public water suppliers must include the following elements:

(A) a utility profile in accordance with the Texas Water Use Methodology, including, but not limited to, information regarding population and customer data, water use data (including total gallons per capita per day (GPCD) and residential GPCD), water supply system data, and wastewater system data;

(B) a record management system which allows for the classification of water sales and uses into the most detailed level of water use data currently available to it, including, if possible, the sectors listed in clauses (i) - (vi) of this subparagraph. Any new billing system purchased by a public water supplier must be capable of reporting detailed water use data as described in clauses (i) - (vi) of this subparagraph:

- (i) residential;
 - (I) single family;
 - (II) multi-family;
 - (ii) commercial;
-

- (iii) institutional;
- (iv) industrial;
- (v) agricultural; and,
- (vi) wholesale.

(C) specific, quantified five-year and ten-year targets for water savings to include goals for water loss programs and goals for municipal use in total GPCD and residential GPCD. The goals established by a public water supplier under this subparagraph are not enforceable;

(D) metering device(s), within an accuracy of plus or minus 5.0% in order to measure and account for the amount of water diverted from the source of supply;

(E) a program for universal metering of both customer and public uses of water, for meter testing and repair, and for periodic meter replacement;

(F) measures to determine and control water loss (for example, periodic visual inspections along distribution lines; annual or monthly audit of the water system to determine illegal connections; abandoned services; etc.);

(G) a program of continuing public education and information regarding water conservation;

(H) a water rate structure which is not "promotional," i.e., a rate structure which is cost-based and which does not encourage the excessive use of water;

(I) a reservoir systems operations plan, if applicable, providing for the coordinated operation of reservoirs owned by the applicant within a common watershed or river basin in order to optimize available water supplies; and

(J) a means of implementation and enforcement which shall be evidenced by:

(i) a copy of the ordinance, resolution, or tariff indicating official adoption of the water conservation plan by the water supplier; and

(ii) a description of the authority by which the water supplier will implement and enforce the conservation plan; and

(K) documentation of coordination with the regional water planning groups for the service area of the public water supplier in order to ensure consistency with the appropriate approved regional water plans.

(2) Additional content requirements. Water conservation plans for municipal uses by public drinking water suppliers serving a current population of 5,000 or more and/or a projected population of 5,000 or more within the next ten years subsequent to the effective date of the plan must include the following elements:

(A) a program of leak detection, repair, and water loss accounting for the water transmission, delivery, and distribution system;

(B) a requirement in every wholesale water supply contract entered into or renewed after official adoption of the plan (by either ordinance, resolution, or tariff), and including any contract extension, that each successive wholesale customer develop and implement a water conservation plan or water conservation measures using the applicable elements in this chapter. If the customer intends to resell the water, the contract between the initial supplier and customer must provide that the contract for the resale of the water must have water conservation requirements so that each successive customer in the resale of the water will be required to implement water conservation measures in accordance with the provisions of this chapter.

(3) Additional conservation strategies. Any combination of the following strategies shall be selected by the water supplier, in addition to the minimum requirements in paragraphs (1) and (2) of this subsection, if they are necessary to achieve the stated water conservation goals of the plan. The commission may require that any of the following strategies be implemented by the water supplier if the commission determines that the strategy is necessary to achieve the goals of the water conservation plan:

(A) conservation-oriented water rates and water rate structures such as uniform or increasing block rate schedules, and/or seasonal rates, but not flat rate or decreasing block rates;

(B) adoption of ordinances, plumbing codes, and/or rules requiring water-conserving plumbing fixtures to be installed in new structures and existing structures undergoing substantial modification or addition;

(C) a program for the replacement or retrofit of water-conserving plumbing fixtures in existing structures;

(D) reuse and/or recycling of wastewater and/or graywater;

(E) a program for pressure control and/or reduction in the distribution system and/or for customer connections;

(F) a program and/or ordinance(s) for landscape water management;

(G) a method for monitoring the effectiveness and efficiency of the water conservation plan; and

(H) any other water conservation practice, method, or technique which the water supplier shows to be appropriate for achieving the stated goal or goals of the water conservation plan.

(b) A water conservation plan prepared in accordance with 31 TAC §363.15 (relating to Required Water Conservation Plan) of the Texas Water Development Board and substantially meeting the requirements of this section and other applicable commission rules may be submitted to meet application requirements in accordance with a memorandum of understanding between the commission and the Texas Water Development Board.

(c) A public water supplier for municipal use shall review and update its water conservation plan, as appropriate, based on an assessment of previous five-year and ten-year targets and any other new or updated information. The public water supplier for municipal use shall review and update the next revision of its water conservation plan every five years to coincide with the regional water planning group.

Source Note: The provisions of this §288.2 adopted to be effective May 3, 1993, 18 TexReg 2558; amended to be effective February 21, 1999, 24 TexReg 949; amended to be effective April 27, 2000, 25 TexReg 3544; amended to be effective October 7, 2004, 29 TexReg 9384; amended to be effective December 6, 2012, 37 TexReg 9515

<u>TITLE 30</u>	ENVIRONMENTAL QUALITY
<u>PART 1</u>	TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
<u>CHAPTER 288</u>	WATER CONSERVATION PLANS, DROUGHT CONTINGENCY PLANS, GUIDELINES AND REQUIREMENTS
<u>SUBCHAPTER A</u>	WATER CONSERVATION PLANS
RULE §288.5	Water Conservation Plans for Wholesale Water Suppliers

A water conservation plan for a wholesale water supplier must provide information in response to each of the following paragraphs. If the plan does not provide information for each requirement, the wholesale water supplier shall include in the plan an explanation of why the requirement is not applicable.

(1) Minimum requirements. All water conservation plans for wholesale water suppliers must include the following elements:

(A) a description of the wholesaler's service area, including population and customer data, water use data, water supply system data, and wastewater data;

(B) specific, quantified five-year and ten-year targets for water savings including, where appropriate, target goals for municipal use in gallons per capita per day for the wholesaler's service area, maximum acceptable water loss, and the basis for the development of these goals. The goals established by wholesale water suppliers under this subparagraph are not enforceable;

(C) a description as to which practice(s) and/or device(s) will be utilized to measure and account for the amount of water diverted from the source(s) of supply;

(D) a monitoring and record management program for determining water deliveries, sales, and losses;

(E) a program of metering and leak detection and repair for the wholesaler's water storage, delivery, and distribution system;

(F) a requirement in every water supply contract entered into or renewed after official adoption of the water conservation plan, and including any contract extension, that each successive wholesale customer develop and implement a water conservation plan or water conservation measures using the applicable elements of this chapter. If the customer intends to resell the water, then the contract between the initial supplier and customer must provide

that the contract for the resale of the water must have water conservation requirements so that each successive customer in the resale of the water will be required to implement water conservation measures in accordance with applicable provisions of this chapter;

(G) a reservoir systems operations plan, if applicable, providing for the coordinated operation of reservoirs owned by the applicant within a common watershed or river basin. The reservoir systems operations plans shall include optimization of water supplies as one of the significant goals of the plan;

(H) a means for implementation and enforcement, which shall be evidenced by a copy of the ordinance, rule, resolution, or tariff, indicating official adoption of the water conservation plan by the water supplier; and a description of the authority by which the water supplier will implement and enforce the conservation plan; and

(I) documentation of coordination with the regional water planning groups for the service area of the wholesale water supplier in order to ensure consistency with the appropriate approved regional water plans.

(2) Additional conservation strategies. Any combination of the following strategies shall be selected by the water wholesaler, in addition to the minimum requirements of paragraph (1) of this section, if they are necessary in order to achieve the stated water conservation goals of the plan. The commission may require by commission order that any of the following strategies be implemented by the water supplier if the commission determines that the strategies are necessary in order for the conservation plan to be achieved:

(A) conservation-oriented water rates and water rate structures such as uniform or increasing block rate schedules, and/or seasonal rates, but not flat rate or decreasing block rates;

(B) a program to assist agricultural customers in the development of conservation pollution prevention and abatement plans;

(C) a program for reuse and/or recycling of wastewater and/or graywater; and

(D) any other water conservation practice, method, or technique which the wholesaler shows to be appropriate for achieving the stated goal or goals of the water conservation plan.

(3) Review and update requirements. The wholesale water supplier shall review and update its water conservation plan, as appropriate, based on an assessment of previous five-year and ten-year targets and any other new or updated information. A wholesale water supplier shall review and update the next revision of its water conservation plan every five years to coincide with the regional water planning group.

Source Note: The provisions of this §288.5 adopted to be effective May 3, 1993, 18 TexReg 2558; amended to be effective February 21, 1999, 24 TexReg 949; amended to be effective April 27, 2000, 25 TexReg 3544; amended to be effective October 7, 2004, 29 TexReg 9384; amended to be effective December 6, 2012, 37 TexReg 9515

APPENDIX B

TEXAS ADMINISTRATIVE CODE TITLE 30 CHAPTER 288

The TCEQ rules governing development of drought contingency plans are contained in Title 30, Chapter 288, Subchapter B of the Texas Administrative Code.

The drought contingency plan elements required by the TCEQ rules that are covered in this drought contingency plan are listed below.

Minimum Drought Contingency Plan Requirements for Public Water Suppliers

- **288.20(a)(1)(A)** – Provisions to Inform Public and Provide Opportunity for Public Input – Section 2
- **288.20(a)(1)(B)** – Program for Continuing Public Education and Information – Section 2
- **288.20(a)(1)(C)** – Coordination with Regional Water Planning Groups – Section 2
- **288.20(a)(1)(D)** – Description of Information to Be Monitored and Criteria for the Initiation and Termination of Water Resource Management Stages – Sections 2
- **288.20(a)(1)(E)** – Stages for Implementation of Measures in Response to Situations – Section 3
- **288.20(a)(1)(F)** – Specific, Quantified Targets for Water Use Reductions During Water Shortages – Section 3
- **288.20(a)(1)(G)** – Specific Water Supply or Water Demand Measures to Be Implemented at Each Stage of the Plan – Section 3
- **288.20(a)(1)(H)** – Procedures for Initiation and Termination of Drought Contingency and Water Emergency Response Stages – Section 2
- **288.20(a)(1)(I)** – Description of Procedures to Be Followed for Granting Variances to the Plan – Section 2
- **288.20(a)(1)(J)** – Procedures for Enforcement of Mandatory Water Use Restrictions – Section 2
- **288.20(b)** – TCEQ Notification of Implementation of Mandatory Provisions – Sections 2 and 3
- **288.20(c)** – Review of Drought Contingency and Water Emergency Response Plan Every Five (5) Years – Section 2

Minimum Drought Contingency Plan Requirements for Wholesale Water Suppliers

- **288.22(a)(1)** – Provisions to Inform the Public and Provide Opportunity for Public Input – Section 2
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- **288.22(a)(2)** – Coordination with the Regional Water Planning Groups – Section 2
 - **288.22(a)(3)** – Criteria for Initiation and Termination of Drought Stages – Section 3
 - **288.22(a)(4)** – Drought and Emergency Response Stages – Section 3
 - **288.22(a)(5)** – Procedures for Initiation and Termination of Drought Stages – Section 2
 - **288.22(a)(6)** – Specific, Quantified Targets for Water Use Reductions During Water Shortages – Section 3
 - **288.22(a)(7)** – Specific Water Supply or Water Demand Management Measures to be Implemented during Each Drought Stage – Section 3
 - **288.22(a)(8)** – Provision in Wholesale Contracts to Require Water Distribution According to Texas Water Code Section §11.039 – Sections 2 and 3
 - **288.22(a)(9)** – Procedures for Granting Variances to the Plan - Section 2
 - **288.22(a)(10)** - Procedures for Enforcement of Mandatory Restrictions – Section 2
 - **288.22(b)** – TCEQ Notification of Implementation of Mandatory Measures – Sections 2 and 3
 - **288.22(c)** – Review and Update of the Plan – Section 2
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<u>TITLE 30</u>	ENVIRONMENTAL QUALITY
<u>PART 1</u>	TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
<u>CHAPTER 288</u>	WATER CONSERVATION PLANS, DROUGHT CONTINGENCY PLANS, GUIDELINES AND REQUIREMENTS
<u>SUBCHAPTER B</u>	DROUGHT CONTINGENCY PLANS
RULE §288.20	Drought Contingency Plans for Municipal Uses by Public Water Suppliers

(a) A drought contingency plan for a retail public water supplier, where applicable, must include the following minimum elements.

(1) Minimum requirements. Drought contingency plans must include the following minimum elements.

(A) Preparation of the plan shall include provisions to actively inform the public and affirmatively provide opportunity for public input. Such acts may include, but are not limited to, having a public meeting at a time and location convenient to the public and providing written notice to the public concerning the proposed plan and meeting.

(B) Provisions shall be made for a program of continuing public education and information regarding the drought contingency plan.

(C) The drought contingency plan must document coordination with the regional water planning groups for the service area of the retail public water supplier to ensure consistency with the appropriate approved regional water plans.

(D) The drought contingency plan must include a description of the information to be monitored by the water supplier, and specific criteria for the initiation and termination of drought response stages, accompanied by an explanation of the rationale or basis for such triggering criteria.

(E) The drought contingency plan must include drought or emergency response stages providing for the implementation of measures in response to at least the following situations:

- (i) reduction in available water supply up to a repeat of the drought of record;
 - (ii) water production or distribution system limitations;
-

(iii) supply source contamination; or

(iv) system outage due to the failure or damage of major water system components (e.g., pumps).

(F) The drought contingency plan must include specific, quantified targets for water use reductions to be achieved during periods of water shortage and drought. The entity preparing the plan shall establish the targets. The goals established by the entity under this subparagraph are not enforceable.

(G) The drought contingency plan must include the specific water supply or water demand management measures to be implemented during each stage of the plan including, but not limited to, the following:

(i) curtailment of non-essential water uses; and

(ii) utilization of alternative water sources and/or alternative delivery mechanisms with the prior approval of the executive director as appropriate (e.g., interconnection with another water system, temporary use of a non-municipal water supply, use of reclaimed water for non-potable purposes, etc.).

(H) The drought contingency plan must include the procedures to be followed for the initiation or termination of each drought response stage, including procedures for notification of the public.

(I) The drought contingency plan must include procedures for granting variances to the plan.

(J) The drought contingency plan must include procedures for the enforcement of mandatory water use restrictions, including specification of penalties (e.g., fines, water rate surcharges, discontinuation of service) for violations of such restrictions.

(2) Privately-owned water utilities. Privately-owned water utilities shall prepare a drought contingency plan in accordance with this section and incorporate such plan into their tariff.

(3) Wholesale water customers. Any water supplier that receives all or a portion of its water supply from another water supplier shall consult with that supplier and shall include in the drought contingency plan appropriate provisions for responding to reductions in that water supply.

(b) A wholesale or retail water supplier shall notify the executive director within five business days of the implementation of any mandatory provisions of the drought contingency plan.

(c) The retail public water supplier shall review and update, as appropriate, the drought contingency plan, at least every five years, based on new or updated information, such as the adoption or revision of the regional water plan.

Source Note: The provisions of this §288.20 adopted to be effective February 21, 1999, 24 TexReg 949; amended to be effective April 27, 2000, 25 TexReg 3544; amended to be effective October 7, 2004, 29 TexReg 9384

<u>TITLE 30</u>	ENVIRONMENTAL QUALITY
<u>PART 1</u>	TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
<u>CHAPTER 288</u>	WATER CONSERVATION PLANS, DROUGHT CONTINGENCY PLANS, GUIDELINES AND REQUIREMENTS
<u>SUBCHAPTER B</u>	DROUGHT CONTINGENCY PLANS
RULE §288.22	Drought Contingency Plans for Wholesale Water Suppliers

(a) A drought contingency plan for a wholesale water supplier must include the following minimum elements.

(1) Preparation of the plan shall include provisions to actively inform the public and to affirmatively provide opportunity for user input in the preparation of the plan and for informing wholesale customers about the plan. Such acts may include, but are not limited to, having a public meeting at a time and location convenient to the public and providing written notice to the public concerning the proposed plan and meeting.

(2) The drought contingency plan must document coordination with the regional water planning groups for the service area of the wholesale public water supplier to ensure consistency with the appropriate approved regional water plans.

(3) The drought contingency plan must include a description of the information to be monitored by the water supplier and specific criteria for the initiation and termination of drought response stages, accompanied by an explanation of the rationale or basis for such triggering criteria.

(4) The drought contingency plan must include a minimum of three drought or emergency response stages providing for the implementation of measures in response to water supply conditions during a repeat of the drought-of-record.

(5) The drought contingency plan must include the procedures to be followed for the initiation or termination of drought response stages, including procedures for notification of wholesale customers regarding the initiation or termination of drought response stages.

(6) The drought contingency plan must include specific, quantified targets for water use reductions to be achieved during periods of water shortage and drought. The entity preparing the plan shall establish the targets. The goals established by the entity under this paragraph are not enforceable.

(7) The drought contingency plan must include the specific water supply or water demand management measures to be implemented during each stage of the plan including, but not limited to, the following:

(A) pro rata curtailment of water deliveries to or diversions by wholesale water customers as provided in Texas Water Code, §11.039; and

(B) utilization of alternative water sources with the prior approval of the executive director as appropriate (e.g., interconnection with another water system, temporary use of a non-municipal water supply, use of reclaimed water for non-potable purposes, etc.).

(8) The drought contingency plan must include a provision in every wholesale water contract entered into or renewed after adoption of the plan, including contract extensions, that in case of a shortage of water resulting from drought, the water to be distributed shall be divided in accordance with Texas Water Code, §11.039.

(9) The drought contingency plan must include procedures for granting variances to the plan.

(10) The drought contingency plan must include procedures for the enforcement of any mandatory water use restrictions including specification of penalties (e.g., liquidated damages, water rate surcharges, discontinuation of service) for violations of such restrictions.

(b) The wholesale public water supplier shall notify the executive director within five business days of the implementation of any mandatory provisions of the drought contingency plan.

(c) The wholesale public water supplier shall review and update, as appropriate, the drought contingency plan, at least every five years, based on new or updated information, such as adoption or revision of the regional water plan.

Source Note: The provisions of this §288.22 adopted to be effective February 21, 1999, 24 TexReg 949; amended to be effective April 27, 2000, 25 TexReg 3544; amended to be effective October 7, 2004, 29 TexReg 9384

Appendix C

TCEQ Water Utility Profile

The following appendix contains the form TCEQ-10218 and/or TCEQ-20162.



Texas Commission on Environmental Quality

**UTILITY PROFILE AND WATER CONSERVATION PLAN
REQUIREMENTS FOR MUNICIPAL WATER USE
BY RETAIL PUBLIC WATER SUPPLIERS**

This form is provided to assist retail public water suppliers in water conservation plan development. If you need assistance in completing this form or in developing your plan, please contact the conservation staff of the Resources Protection Team in the Water Availability Division at (512)239-4691.

Town of Little Elm - Utility Profile Based on TCEQ Format

Name:	Town of Little Elm
Address:	1600 Mark Tree Lane
	Little Elm, TX 75068
Telephone Number:	(972)377-5556
Water Right No.(s):	--
Regional Water Planning Group:	Region C
Form Completed by:	Adam Conner
Title:	Freese and Nichols
Person responsible for implementing conservation program:	Cody Collier
Signature:	Date: 2/15/2024

NOTE: If the plan does not provide information for each requirement, include an explanation of why the requirement is not applicable.

UTILITY PROFILE

I. POPULATION AND CUSTOMER DATA

A. Population and Service Area Data

1. Attach a copy of your service-area map.

See figure of service area in WCP

2. Service area size (square miles): 9.45

3. Current population of service area: 40,269

4. Current population served for:

a. water: 40,269

b. wastewater: 40,269

5. Population served by utility for the previous five years:

6. Projected population for service area in the following decades:

<u>Year</u>	<u>Population</u>	<u>Year</u>	<u>Population</u>
<u>2018</u>	<u>32,277</u>	<u>2030</u>	<u>44,322</u>
<u>2019</u>	<u>33,624</u>	<u>2040</u>	<u>42,372</u>
<u>2020</u>	<u>33,480</u>	<u>2050</u>	<u>44,739</u>
<u>2021</u>	<u>40,284</u>	<u>2060</u>	<u>46,710</u>
<u>2022</u>	<u>40,269</u>	<u>2070</u>	<u>48,000</u>

7. List source or method for the calculation of current and projected population size.

Historical populations reflect the total served retail population by the Town of Little Elm. This is not the same as what was reported in historic WUSs, as that includes wholesale population. Projected populations are from the draft 2026 Region C Water Plan (1.0 migration).

B. Customers Data

Senate Bill 181 requires that uniform consistent methodologies for calculating water use and conservation be developed and available to retail water providers and certain other water use sectors as a guide for preparation of water use reports, water conservation plans, and reports on water conservation efforts. A water system must provide the most detailed level of customer and water use data available to it, however, any new billing system purchased must be capable of reporting data for each of the sectors listed below. http://www.tceq.texas.gov/assets/public/permitting/watersupply/water_rights/sb181_guidance.pdf

1. Current number of active connections. Check whether multi-family service is counted as

Residential ☒ or Commercial? ☐

Note: This represents retail connection count in 2022

<i>Treated Water Users</i>	<i>Metered</i>	<i>Non-Metered</i>	<i>Totals</i>
Residential - Single Family	11,994		11,994
Residential - Multi Family	19		19
Institutional	52		52
Commercal	220		220
Industrial	0		0
Agriculture	179		179
Reuse	5		5
Total Unmetered	0	80	80
TOTAL	12,464	80	12,549

2. List the number of new connections per year for most recent three years.

Note: The large reduction in MF accounts in 2020 is due to the fact that the City went from counting every MF unit to acco

<i>Year</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>
<i>Treated Water Users</i>			
Residential - Single Family	164	481	229
Residential - Multi Family	-1,711	0	2
Institutional	15	-126	9
Commercal	19	19	10
Industrial	0	0	0
Agriculture	17	16	-3
Reuse	0	3	1
Total Unmetered	0	87	-8
TOTAL	-1,496	480	240

3. List of annual water use for the five highest volume customers.

Note: This represents highest retail customers in 2023

<i>Customer</i>	<i>Use (1,000 gal/year)</i>	<i>Treated or Raw Water</i>
1. Zipps Car Wash LLC	7,675	Treated
2. El Dorado Parkway, LLC	3,224	Treated
3. Five Dragonflies Management LLC	2,151	Treated
4. NWC 423 & El Dorado Pkwy Ltd	1,922	Treated
5. Apple Texas Restaurants	1,912	Treated

II. WATER USE DATA FOR SERVICE AREA

A. Water Accounting Data

1. List the amount of water use for the previous five years (in 1,000 gallons.)

Indicate whether this is ☐ diverted or ☒ treated water.

<u>Year</u> <u>Month</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
January	89,222	79,587	85,818	85,886	99,444
February	83,108	75,627	70,527	98,543	87,710
March	83,400	93,867	79,081	98,267	103,104
April	95,045	95,623	109,520	116,906	115,288
May	135,206	107,146	105,094	104,398	131,295
June	126,543	102,864	150,318	118,878	163,413
July	209,088	146,264	166,589	153,496	228,261
August	183,378	179,924	181,047	195,109	211,739
September	122,512	151,309	153,183	180,653	172,237
October	110,361	134,548	149,834	148,642	154,631
November	104,500	86,930	96,791	113,311	102,913
December	83,150	74,570	101,322	109,065	99,738
Totals	1,425,512	1,328,259	1,449,124	1,523,155	1,669,772

Describe how the above figures were determined (e.g, from a master meter located at the point of a diversion from the source, or located at a point where raw water enters the treatment plant, or from water sales).

Treated surface water is delivered by North Texas Municipal Water District to Little Elm, at their Mansell Pump Station. Master meter is used to read delivery amounts.

2. Amount of water (in 1,000 gallons) delivered/sold as recorded by the following account types for the past five years.

<u>Year</u> <u>Account Types</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Residential	1,027,163	948,982	1,075,565	1,079,133	1,220,793
Single-Family	943,000	860,734	958,806	954,546	1,093,359
Multi-Family	84,163	88,248	116,759	124,587	127,434
Commercial	166,384	100,872	54,774	64,610	59,656
Industrial/Mining	0	0	0	0	0
Institutional	51,499	43,136	43,199	29,050	39,248
Agriculture	78,567	69,041	68,489	79,356	107,381
TOTAL	1,323,613	1,162,031	1,242,027	1,252,149	1,427,078

3. List the previous records for water loss for the past five years (the difference between water diverted or treated and water delivered or sold).

<i>Year</i>	<i>Amount (gallons)</i>	<i>Percent</i>
2018	930,349	0.1%
2019	65,504,938	4.9%
2020	106,158,495	7.3%
2021	171,023,642	11.1%
2022	65,103,335	3.9%

B. Projected Water Demands

If applicable, attach or cite projected water supply demands from the applicable Regional Water Planning Group for the next ten years using information such as population trends, historical water use, and economic growth in the service area over the next ten years and any additional water supply requirements from such growth.

Year	Projected Demand of Served Population (AF/Y)	Source of data
2022	4,380	<i>Actual Demand</i>
2023	4,571	<i>Interpolated</i>
2024	4,763	<i>Interpolated</i>
2025	4,955	<i>Interpolated</i>
2026	5,147	<i>Interpolated</i>
2027	5,339	<i>Interpolated</i>
2028	5,531	<i>Interpolated</i>
2029	5,723	<i>Interpolated</i>
2030	5,915	<i>2026 Region C Plan</i>
2031	5,886	<i>Interpolated</i>

Note: Projections for 2022-2030 are calculated by taking the 2022 actual demand and interpolating to the 2030 projection from the draft 2026 Region C Plan. Projections for 2030-2040 are calculated by interpolating between the 2030 and 2040 projections from the 2026 Region C Plan. Projections include TWDB estimated reductions for plumbing fixtures.

III. WATER SUPPLY SYSTEM DATA

A. Water Supply Sources

List all current water supply sources and the amounts authorized (in acre feet) with each.

<i>Water Type</i>	<i>Source</i>	<i>Amount Authorized</i>
Surface Water	-	-
Groundwater	-	-
Contracts	North Texas Municipal Water District	Up to 2.5X daily average
Other	-	-
Total	-	0

B. Treatment and Distribution System

1. Design daily capacity of system: 13.6 MGD

Treatment Plant	Design Well Pumping Capacity (MGD)	Firm Well Pumping Capacity (MGD)
TOTAL		

2. Storage capacity: 10.6 MG

- a. Elevated 3.6 MG
b. Ground 7.1 MG

3. If surface water, do you recycle filter backwash to the head of the plant?

☐ Yes ☒ No If yes, approximate amount (MGD):

IV. WASTEWATER SYSTEM DATA

A. Wastewater System Data (if applicable)

1. Design capacity of wastewater treatment plant(s) (MGD): 4 MGD daily average (permitted), 12 MGD 2-hou

2. Treated effluent is used for:

- ☐ on-site irrigation,
☒ off-site irrigation,
☒ plant wash-down, and or
☐ chlorination/dechlorination.

If yes, approximate amount (in gallons per month):

3. Briefly describe the wastewater system(s) of the area serviced by the water utility. Describe how treated wastewater is disposed. Where applicable, identify treatment plant(s) with the TCEQ name and number, the operator, owner, and the receiving stream if wastewater is discharged.

Treatment Plant Name	TCEQ Number	Permitted Discharge (MGD)*	Operator	Owner	Receiving Stream
Little Elm WWTP	WQ0011600001	4.0	Town of Little Elm	Town of Little Elm	Unnamed tributary; thence to Lewisville Lake in Segment No. 0823 of the Trinity River Basin

**Note: Permitted discharges listed represent the current and build-out facility design capacities (MGD).*

B. Wastewater Data for Service Area (if applicable)

1. Percent of water service area served by wastewater system: 95%
2. Monthly volume treated for previous five years (in 1,000 gallons):

<i>Year</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>
<i>Month</i>				
January	96,420	76,770	76,050	63,810
February	90,030	82,050	79,440	67,230
March	88,590	89,520	76,530	66,450
April	96,480	77,100	77,340	70,200
May	105,060	81,720	89,550	75,420
June	97,590	82,830	85,170	70,830
July	8,715	78,960	77,850	63,780
August	85,890	74,910	76,890	70,740
September	85,050	80,670	68,640	68,100
October	84,960	71,580	69,780	67,200
November	76,110	71,790	72,810	76,050
December	69,240	73,800	66,630	76,860
Totals	984,135	941,700	916,680	836,670

Appendix D

Town of Little Elm 2022 Annual Water Conservation Report

Water Conservation Plan Annual Report Retail Water Supplier

CONTACT INFORMATION

Name of Utility: TOWN OF LITTLE ELM

Public Water Supply Identification Number (PWS ID): TX0610035

Certification of Convenience and Necessity (CCN) Number: 11202

Surface Water Right ID Number:

Wastewater ID Number: 20931

Check all that apply:

- ☒ Retail Water Supplier
- ☒ Wholesale Water Supplier
- ☒ Wastewater Treatment Utility

Address: 100 W. Eldorado Parkway City: Little Elm Zip Code: 75068

Email: ccollier@littleelm.org Telephone Number: 9723775557

Regional Water Planning Group: C

Groundwater Conservation District:

Contact: First Name: Cody Last Name: Collier

Title: Assistant Director Of
Public Works

Is this person the designated Conservation Coordinator? ☒ Yes ☐ No

Regional Water Planning Group: C

Groundwater Conservation District:

Reporting Period (Calendar year):

Period Begin (mm/yyyy): 01/2022 Period End (mm/yyyy): 12/2022

Check all that apply:

- ☐ Received financial assistance of \$500,000 or more from TWDB
- ☒ Have 3,300 or more retail connections
- ☐ Have a surface water right with TCEQ

SYSTEM DATA

1. For this reporting period, select the category(s) used to classify customer water usage:

	Retail Customer Water Usage Categories
<input checked="" type="checkbox"/>	Residential - Single Family
<input checked="" type="checkbox"/>	Residential - Multi-family
<input type="checkbox"/>	Industrial
<input checked="" type="checkbox"/>	Commercial
<input checked="" type="checkbox"/>	Institutional
<input checked="" type="checkbox"/>	Agricultural

Retail Customers Categories*

- Residential Single Family
- Residential Multi-Family
- Industrial
- Commercial
- Institutional
- Agricultural

**Recommended Customer Categories for classifying customer water use. For definitions, refer to [Guidance and Methodology on Water Conservation and Water Use](#).*

2. For this reporting period, enter the number of connections for and the gallons of metered retail water used by each category. If the Customer Category does not apply, enter zero or leave blank. These numbers should be the same as those reported on the Water Use Survey.

Retail Customer Category	Number of Connections	Gallons Metered
Residential - Single Family	11,994	1,093,359,000
Residential - Multi-family	19	127,434,000
Industrial	0	0
Commercial	220	59,656,000
Institutional	52	39,248,000
Agricultural	179	107,381,000
Total Retail Water Metered¹	12,464	1,427,078,000

¹Residential + Industrial + Commercial + Institutional + Agricultural = Total Retail Water Metered

Water Use Accounting

	Total Gallons During the Reporting Period
1. Corrected Input Volume: The volume of treated water input to the distribution system from own production facilities. Same as line 13b of the Water Loss Audit for reporting periods ≥ 2015 . Same as line 14 of the Water Loss Audit for reporting periods ≤ 2014 .	0
2. Corrected Treated Purchased Water Volume: The amount of treated purchased wholesale water transferred into the utility's distribution system from other water suppliers system. Same as line 14b of the Water Loss Audit for reporting periods ≥ 2015 . Same as line 15 of the Water Loss Audit for reporting periods ≤ 2014 .	1,828,848,485
3. Corrected Treated Wholesale Water Sales Volume: The amount of treated wholesale water transferred out of the utility's distribution system, although it may be in the system for a brief time for conveyance reasons. Same as line 15b of the Water Loss Audit for reporting periods ≥ 2015 . Same as line 16 of the Water Loss Audit for reporting periods ≤ 2014 .	142,210,089
4. Total System Input Volume: This is the sum of the corrected input volume plus corrected treated purchased water volume minus corrected treated wholesale water sales volume. Same as line 16 of the Water Loss Audit for reporting periods ≥ 2015 . Same as line 17 of the Water Loss Audit for reporting periods ≤ 2014 . Produced + Imported - Exported = Total System Input Volume	1,686,638,396
5. Billed Metered: All retail water sold and metered. Same as line 17 of the Water Loss Audit for reporting periods ≥ 2015 . Same as line 18 of the Water Loss Audit for reporting periods ≤ 2014 .	1,427,078,000
6. Other Authorized Consumption: Water that is authorized for other uses such as back flushing, line flushing, storage tank cleaning, fire department use, municipal government offices or municipal golf courses/parks. This water may be metered or unmetered. Same as lines 18, 19, and 20 of the Water Loss Audit for reporting periods ≥ 2015 . Same as lines 19, 20, and 21 of the Water Loss Audit for reporting periods ≤ 2014 .	194,457,061
7. Total Authorized Consumption: All water that has been authorized for use. Same as Line 21 of the Water Loss Audit for reporting periods ≥ 2015 . Same as line 22 of the Water Loss Audit for reporting periods ≤ 2014 . Total Billed and Metered Retail Water + Other Authorized Consumption = Total Authorized Consumption	1,621,535,061
8. Total Apparent Losses: Water that has been consumed but not properly measured or billed (losses due to customer meter inaccuracy, systematic data handling discrepancy and/or unauthorized consumption such as theft). Same as line 27 of the Water Loss Audit for reporting periods ≥ 2015 . Same as line 28 of the Water Loss Audit for reporting periods ≤ 2014 .	21,550,319

9. Total Real Loss: Physical losses from the distribution system prior to reaching the customer destination (losses due to reported breaks and leaks, physical losses from the system or mains and/or storage overflow). Same as line 30 of the Water Loss Audit for reporting periods >= 2015. Same as line 31 of the Water Loss Audit for reporting periods <= 2014.	43,553,016
10. Total Water Loss: Apparent + Real = Total Water Loss	65,103,335

Programs and Activities

- What year did your entity adopt or revise their most recent Water Conservation Plan? 2019
- Does The Plan incorporate [Best Management Practices](#)? ☒ Yes ☐ No
- Using the table below select the types of Best Management Practices or water conservation and reuse strategies actively administered during this reporting period and estimate the savings incurred in implementing water conservation and reuse activities and programs. Leave fields blank if unknown. **Please separate reuse volumes from gallons saved.**

Methods and techniques for determining gallons saved are unique to each utility as they conduct internal cost analyses and long-term financial planning. Texas Best Management Practice can be found at TWDB's Water Conservation Best Management Practices [webpage](#). The [Alliance for Efficiency Water Conservation Tracking Tool](#) may offer guidance on determining and calculating savings for individual BMPs.

Best Management Practice	Check if Implemented	Estimated Gallons Saved	Estimated Gallons Reused
Conservation Analysis and Planning			
Conservation Coordinator	<input type="checkbox"/>		
Cost Effective Analysis	<input type="checkbox"/>		
Water Survey for Single Family and Multi-family Customers	<input type="checkbox"/>		
Customer Characterization	<input type="checkbox"/>		
Financial			
Wholesale Agency Assistance Programs	<input type="checkbox"/>		
Water Conservation Pricing	<input type="checkbox"/>		
System Operations			
Metering New Connections and Retrofitting Existing Connections	<input checked="" type="checkbox"/>	15,000,000	
Utility Water Audit and Water Loss	<input type="checkbox"/>		
Landscaping			
Landscape Irrigation Conservation and Incentives	<input type="checkbox"/>		
Athletic Fields Conservation	<input type="checkbox"/>		
Golf Course Conservation	<input type="checkbox"/>		

Park Conservation	<input type="checkbox"/>		
Residential Landscape Irrigation Evaluation	<input type="checkbox"/>		
Outdoor Watering Schedule	<input checked="" type="checkbox"/>	30,000,000	
Education and Public Awareness			
School Education	<input checked="" type="checkbox"/>	1,000,000	
Public Information	<input checked="" type="checkbox"/>	1,000,000	
Public Outreach and Education	<input checked="" type="checkbox"/>	1,000,000	
Partnerships with Nonprofit Organizations	<input type="checkbox"/>		
Rebate, Retrofit, and Incentive Programs			
Conservation Programs for ICI Accounts	<input type="checkbox"/>		
Residential Clothes Washer Incentive Program	<input type="checkbox"/>		
Water Wise Landscape Design and Conversion Programs	<input type="checkbox"/>		
Showerhead, Aerator, and Toilet Flapper Retrofit	<input type="checkbox"/>		
Residential Toilet Replacement Programs	<input type="checkbox"/>		
Custom Conservation Rebates	<input type="checkbox"/>		
Plumbing Assistance for Economically Disadvantaged Customers	<input type="checkbox"/>		
Conservation Technology & Reuse			
New Construction Graywater	<input type="checkbox"/>		
Rainwater Harvesting and Condensate Reuse	<input type="checkbox"/>		
Water Reuse BMP Categories			
Reuse for On-site Irrigation	<input checked="" type="checkbox"/>		5,000,000
Reuse for Plant Washdown	<input checked="" type="checkbox"/>		105,000,000
Reuse for Chlorination/Dechlorination	<input type="checkbox"/>		
Reuse for Industry	<input type="checkbox"/>		
Reuse for Agriculture	<input type="checkbox"/>		
Regulatory and Enforcement			
Prohibition on Wasting Water	<input type="checkbox"/>		
Conservation Ordinance Planning and Development	<input checked="" type="checkbox"/>	4,000,000	
Enforcement of Irrigation Standards	<input checked="" type="checkbox"/>	1,000,000	
Retail			
Other	<input type="checkbox"/>		
Totals		53,000,000	110,000,000

4. For this reporting period, estimate the savings from water conservation activities and programs.

Gallons Saved/Conserved	Gallons Recycled/Reused	Total Volume of Water Saved ¹	Dollar Value of Water Saved ²
53,000,000	110,000,000	163,000,000	

¹Estimated Gallons Saved + Estimated Gallons Recycled/Reused = Total Volume Saved

²Estimated this value by taking into account water savings, the cost of treatment or purchase of water, and deferred capital cost due to conservation.

5. Comments or Explanations Regarding Data Entered in Sections Above.
 Files to support or explain this may be attached below.

6. During this reporting period, did your rates or rate structure change? ☐ Yes ☒ No

Select the type of rate pricing structure used. Check all that apply.

<input type="checkbox"/>	
<input type="checkbox"/>	Uniform Rates
<input type="checkbox"/>	Flat Rates
<input checked="" type="checkbox"/>	Inclining/Inverted Block Rates
<input type="checkbox"/>	Declining Block Rates
<input type="checkbox"/>	Seasonal Rates
<input type="checkbox"/>	Water Budget Based Rates
<input type="checkbox"/>	Excess Use Rates
<input type="checkbox"/>	Drought Demand Rates
<input type="checkbox"/>	Tailored Rates
<input type="checkbox"/>	Surcharge - usage demand
<input type="checkbox"/>	Surcharge - seasonal
<input type="checkbox"/>	Surcharge - drought
<input type="checkbox"/>	Other

7. For this reporting period, select the public awareness or educational activities used.

Name	Implemented This Year	Number Of Times This Year	Total Population Reached this Year
Brochures Distributed	<input type="checkbox"/>		
Messages Provided on Utility Bills	<input checked="" type="checkbox"/>	2	48,000
Press Releases	<input type="checkbox"/>		
TV Public Service Announcements	<input type="checkbox"/>		
Radio Public Service Announcements	<input type="checkbox"/>		
Educational School Programs	<input type="checkbox"/>		
Displays, Exhibits, and Presentations	<input checked="" type="checkbox"/>	3	10,000
Community Events	<input type="checkbox"/>		
Social Media campaign - Facebook	<input checked="" type="checkbox"/>	2	20,000
Social Media campaign - Twitter	<input type="checkbox"/>		
Social Media campaign - Instagram	<input type="checkbox"/>		
Social Media campaign - YouTube	<input type="checkbox"/>		
Facility Tours	<input type="checkbox"/>		
Other	<input type="checkbox"/>		
Total		7	78,000

Leak Detection and Water Loss

1. During this reporting period, how many leaks were repaired in the system or at service connections? 40

2. Select the main cause(s) of water loss in your system.

	Water Loss Causes
<input checked="" type="checkbox"/>	Distribution line leaks and breaks
<input type="checkbox"/>	Unauthorized use and theft

<input type="checkbox"/>	Master meter problems
<input type="checkbox"/>	Customer meter problems
<input type="checkbox"/>	Record and data problems
<input checked="" type="checkbox"/>	Other

flushing, service line repairs

3. For this reporting period, provide the following information on your distribution lines.

Total Length of Main Lines (miles)

Total Length Repaired (feet)

Total Length Replaced (feet)

151

4. For this reporting period, provide the following information regarding your meters:

Type of Meter	Total Number	Total Tested	Total Repaired	Total Replaced
Production Meters				
Meters larger than 1 1/2 inches	307	0	0	42
Meters 1 1/2 inches or smaller	12408	0	509	10

5. Does your system have automated meter reading?

☒ Yes ☐ No

Program Effectiveness

1. Program Effectiveness

In your opinion, how would you rank the overall effectiveness of your conservation programs and activities?

Customer Classification	Less Than Effective	Somewhat Effective	Highly Effective	Does Not Apply
Residential Customers	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Industrial Customers	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Institutional Customers	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Commercial Customers	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Agricultural Customers	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

2. During the reporting period, did you implement your Drought Contingency Plan? ☐ Yes ☒ No

3. Select the areas for which you would like to receive more technical assistance:

	Technical Assistance Areas
<input checked="" type="checkbox"/>	Best Management Practices
<input type="checkbox"/>	Drought Contingency Plans
<input type="checkbox"/>	Landscape Irrigation
<input checked="" type="checkbox"/>	Leak Detection and Equipment
<input type="checkbox"/>	Rainwater Harvesting
<input type="checkbox"/>	Rate Structures
<input type="checkbox"/>	Educational Resources
<input type="checkbox"/>	Water Conservation Annual Reports
<input type="checkbox"/>	Water Conservation Plans
<input type="checkbox"/>	Water IQ: Know Your Water
<input checked="" type="checkbox"/>	Water Loss Audits
<input type="checkbox"/>	Recycling and Reuse

Water Loss, Target and Goals

Total, Residential and Water Loss Gallons Per Capita per Day (GPCD) and Water Loss Percentage

The tables below display your current GPCD totals and water loss percentage for your service area.

Total System Input in Gallons Water Produced + Wholesale Imported - Wholesale Exported	Retail Population¹	Total GPCD (System Input / Retail Population) / 365
1,686,638,396	48,600	95

¹Retail Population is the total permanent population of the service area, including single family, multi-family, and group quarter populations

Residential Use in Gallons (Single Family + Multi-family)	Residential Population²	Residential GPCD (Residential Use / Residential Population) / 365
1,220,793,000	48,600	69

²Residential Population is the total residential population of the service area, including only single family and multi-family populations

Total Water Loss in Gallons Apparent + Real = Total Water Loss	Retail Population	Water Loss GPCD³	Water Loss Percent
65,103,335	48,600	4	3.86%

³(Total Water Loss / Residential Population) / 365 = Water Loss GPCD
 (Total Water Loss / Total System Input) * 100 = Water Loss Percentage

The table below displays the specific and quantified five-year and ten-year goals listed in your current Water Conservation Plan alongside the current GPCD and water loss totals.

Achieve Date	Target for Total GPCD	Current Total GPCD	Target for Residential GPCD	Current Residential GPCD	Target for Water Loss GPCD	Current Water Loss GPCD	Target for Water Loss Percentage	Current Water Loss Percentage
Five-year Target Date 2024	94	95	64	69	7	4	7.45 %	3.86 %
Ten-year Target Date 2029	94	95	64	69	7	4	7.45 %	3.86 %

Appendix E

Letters to Regional Water Planning Group and NTMWD

[Enter Date]

Region C Water Planning Group
c/o Trinity River Authority
P.O. Box 60
Arlington, TX 76004

Dear Chair:

Enclosed please find a copy of the Water Conservation and Water Resource and Emergency Management Plan for the Town of Little Elm. I am submitting a copy of this plan to the Region C Water Planning Group in accordance with the Texas Water Development Board and Texas Commission on Environmental Quality rules. The plans were adopted on 4/16/2024.

Sincerely,

Jason Shroyer, Public Works Director
Town of Little Elm

[Enter Date]

North Texas Municipal Water District
501 East Brown St.
P.O. Box 2408
Wylie, TX 75098
Attention: Kathy Fonnville
Cc: Bobbi Bryan

Dear Ms. Fonnville:

Enclosed please find a copy of the Water Conservation and Water Resource and Emergency Management Plan for the Town of Little Elm. I am submitting a copy of this plan to the North Texas Municipal Water District in accordance with the Texas Water Development Board and Texas Commission on Environmental Quality rules. The plans were adopted on 4/16/2024.

Sincerely,

Jason Shroyer, Public Works Director
Town of Little Elm

Appendix F

Adoption of Plans

**Municipal Ordinance
Adopting Water Conservation Plan**

Ordinance No. [Enter Ordinance Number]

AN ORDINANCE ADOPTING A WATER CONSERVATION PLAN FOR THE TOWN OF [Entity Name] TO PROMOTE RESPONSIBLE USE OF WATER AND TO PROVIDE FOR PENALTIES AND/OR THE DISCONNECTION OF WATER SERVICE FOR NONCOMPLIANCE WITH THE PROVISIONS OF THE WATER CONSERVATION PLAN.

WHEREAS, the Town of [Entity Name], Texas (the “Town”), recognizes that the amount of water available to its water customers is limited; and

WHEREAS, the Town recognizes that due to natural limitations, drought conditions, system failures and other acts of God which may occur, the Town cannot guarantee an uninterrupted water supply for all purposes at all times; and

WHEREAS, the Water Code and the regulations of the Texas Commission on Environmental Quality (the “Commission”) require that the Town adopt a Water Conservation Plan; and

WHEREAS, the Town has determined an urgent need in the best interest of the public to adopt a Water Conservation Plan; and

WHEREAS, pursuant to Chapter 54 of the Local Government Code, the Town is authorized to adopt such Ordinances necessary to preserve and conserve its water resources; and

WHEREAS, the Town Council of the Town of [Entity Name] desires to adopt the North Texas Municipal Water District (the “NTMWD”) Model Water Conservation Plan as official Town policy for the conservation of water.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF [Entity Name] THAT:

Section 1. The Town Council hereby approves and adopts the NTMWD Model Water Conservation Plan (the “Plan”), attached hereto as Addendum A, as if recited verbatim herein. The Town commits to implement the requirements and procedures set forth in the adopted Plan.

Section 2. Any customer, defined pursuant to 30 Tex. Admin. Code Chapter 291, failing to comply with the provisions of the Plan shall be subject to a fine of up to two thousand dollars

(\$2,000.00) and/or discontinuance of water service by the Town. Proof of a culpable mental state is not required for a conviction of an offense under this section. Each day a customer fails to comply with the Plan is a separate violation. The Town's authority to seek injunctive or other civil relief available under the law is not limited by this section.

Section 3. The Town Council does hereby find and declare that sufficient written notice of the date, hour, place and subject of the meeting adopting this Ordinance was posted at a designated place convenient to the public for the time required by law preceding the meeting, that such place of posting was readily accessible at all times to the general public, and that all of the foregoing was done as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The Town Council further ratifies, approves and confirms such written notice and the posting thereof.

Section 4. Should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected.

Section 5. The Town Manager or his/her designee is hereby directed to file a copy of the Plan and this Ordinance with the Commission in accordance with Title 30, Chapter 288 of the Texas Administrative Code.

Section 6. The Town Secretary is hereby authorized and directed to cause publication of the descriptive caption of this ordinance as an alternative method of publication provided by law.

Section 7. Ordinance No. [Enter Ordinance Number], adopted on [Date of Ordinance], is hereby repealed.

Passed by the Town Council on this [Day] day of [Month], [Year].

Mayor

Attest:

Town Secretary

Appendix G

Illegal Water Connections and Theft of Water

APPENDIX G
ILLEGAL WATER CONNECTIONS AND THEFT OF WATER
MUNICIPAL ORDINANCE
PERTAINING TO ILLEGAL WATER CONNECTIONS AND THEFT OF WATER

Ordinance No. _____

AN ORDINANCE PERTAINING TO ILLEGAL WATER CONNECTIONS AND/OR THE THEFT OF WATER RELATED TO THE WATER SUPPLY FOR THE TOWN OF _____.

WHEREAS, the Town of _____, Texas (the “Town”) recognizes that the amount of water available to its water customers is limited; and

WHEREAS, pursuant to Chapter 54 of the Local Government Code, the Town is authorized to adopt such policies necessary to preserve and conserve available water supplies; and

WHEREAS, the Town seeks to adopt an ordinance pertaining to illegal water connections and theft of water.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF _____ THAT:

Section 1. The Town Council hereby approves and adopts this Ordinance as described herein.

Section 2. A person commits an offense of theft of water by any of the following actions:

(a) A person may not knowingly tamper, connect to, or alter any component of the Town’s water system including valves, meters, meter boxes, lids, hydrants, lines, pump stations, ground storage tanks, and elevated storage tanks. This shall include direct or indirect efforts to initiate or restore water service without the approval of the Town.

(b) If, without the written consent of the Town Manager or the Town Manager’s designee, the person knowingly causes, suffers or allows the initiation or restoration of water service to the property after termination of service(s). For purposes of this section, it shall be assumed that the owner, occupant, or person in control of the property caused, suffered, or allowed the unlawful initiation or restoration of service(s).

(c) A person may not knowingly make or cause a false report to be made to the Town of a reading of a water meter installed for metered billing.

(d) A person commits a separate offense each day that the person performs an act prohibited by this section or fails to perform an act required by this section.

Section 3. An offense under this Ordinance is a Class C misdemeanor punishable by a fine of up to two thousand dollars (\$2,000.00) and/or discontinuance of water service by the Town.

Section 4. The Town Council does hereby find and declare that sufficient written notice of the date, hour, place and subject of the meeting considering this Ordinance was posted at a designated place convenient to the public for the time required by law preceding the meeting, that such place of posting was readily accessible at all times to the general public, and that all of the foregoing was done as required by law at all times during which this Ordinance, and the subject matter thereof, has been discussed, considered and formally acted upon. The Town Council further ratifies, approves and confirms such written notice and the posting thereof.

Section 5. Should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected.

Section 6. The Town Secretary is hereby authorized and directed to cause publication of the descriptive caption of this ordinance as an alternative method of publication provided by law.

Section 7. {If Applicable} Ordinance No. _____, adopted on _____, is hereby repealed.

Passed by the Town Council on this ____ day of _____, _____.

Mayor

Attest:

Town Secretary

Appendix H

Landscape Ordinance

This is an example of a basic landscape ordinance which can be adopted or modified for adoption by municipalities or other jurisdictions. Landscape ordinances with a wide variety of formats and levels of complexity have been adopted by the governments of NTMWD Member Cities and Customers to date.

ARTICLE IX. LANDSCAPE IRRIGATION

Sec. 102-436. Definitions.

The following words and terms, when used in this article, have the following meanings, unless the context clearly indicates otherwise:

Air gap. A complete physical separation between the free flowing discharge end of a potable water supply pipeline and an open or nonpressure receiving vessel.

Atmospheric vacuum breaker. An assembly containing an air inlet valve, a check seat, and an air inlet port. The flow of water into the body causes the air inlet valve to close the air inlet port. When the flow of water stops the air inlet valve falls and forms a check against back-siphonage. At the same time it opens the air inlet port allowing air to enter and satisfy the vacuum. Also known as an atmospheric vacuum breaker back-siphonage prevention assembly.

Backflow prevention. The mechanical prevention of reverse flow, or back siphonage, of nonpotable water from an irrigation system into the potable water source.

Backflow prevention assembly. Any assembly used to prevent backflow into a potable water system. The type of assembly used is based on the existing or potential degree of health hazard and backflow condition.

Completion of irrigation system installation. When the landscape irrigation system has been installed, all minimum standards met, all tests performed, and the irrigator is satisfied that the system is operating correctly.

Consulting. The act of providing advice, guidance, review or recommendations related to landscape irrigation systems.

Cross-connection. An actual or potential connection between a potable water source and an irrigation system that may contain contaminants or pollutants or any source of water that has been treated to a lesser degree in the treatment process.

Design. The act of determining the various elements of a landscape irrigation system that will include, but not be limited to, elements such as collecting site specific information, defining the scope of the project, defining plant watering needs, selecting and laying out emission devices, locating system components, conducting hydraulics calculations, identifying any local regulatory requirements, or scheduling irrigation work at a site. Completion of the various components will result in an irrigation plan.

Design pressure. The pressure that is required for an emission device to operate properly. Design pressure is calculated by adding the operating pressure necessary at an emission device to the total of all pressure losses accumulated from an emission device to the water source.

Double check valve. An assembly that is composed of two independently acting, approved check valves, including tightly closed resilient seated shutoff valves attached at each end of the assembly and fitted with properly located resilient seated test cocks. Also known as a double check valve backflow prevention assembly.

Emission device. Any device that is contained within an irrigation system and that is used to apply water. Common emission devices in an irrigation system include, but are not limited to, spray and rotary sprinkler heads, and drip irrigation emitters.

Employed. Engaged or hired to provide consulting services or perform any activity relating to the sale, design, installation, maintenance, alteration, repair, or service to irrigation systems. A person is employed if that person is

in an employer-employee relationship as defined by Internal Revenue Code, 26 United States Code Service, § 3212(d) based on the behavioral control, financial control, and the type of relationship involved in performing employment related tasks.

Head-to-head spacing. The spacing of spray or rotary heads equal to the manufacturer's published radius of the head.

Health hazard. A cross-connection or potential cross-connection with an irrigation system that involves any substance that may, if introduced into the potable water supply, cause death or illness, spread disease, or have a high probability of causing such effects.

Hydraulics. The science of dynamic and static water; the mathematical computation of determining pressure losses and pressure requirements of an irrigation system.

Inspector. A licensed plumbing inspector, water district operator, other governmental entity, or irrigation inspector who inspects irrigation systems and performs other enforcement duties for a municipality or water district as an employee or as a contractor.

Installer. A person who actually connects an irrigation system to a private or public raw or potable water supply system or any water supply, who is licensed according to Title 30, Texas Administrative Code, Chapter 30 (relating to occupational licenses and registrations).

Irrigation inspector. A person who inspects irrigation systems and performs other enforcement duties for a municipality or water district as an employee or as a contractor and is required to be licensed under Title 30, Texas Administrative Code, Chapter 30 (relating to occupational licenses and registrations).

Irrigation plan. A scaled drawing of a landscape irrigation system which lists required information, the scope of the project, and represents the changes made in the installation of the irrigation system.

Irrigation services. Selling, designing, installing, maintaining, altering, repairing, servicing, permitting, providing consulting services regarding, or connecting an irrigation system to a water supply.

Irrigation system. An assembly of component parts that is permanently installed for the controlled distribution and conservation of water to irrigate any type of landscape vegetation in any location, and/or to reduce dust or control erosion. This term does not include a system that is used on or by an agricultural operation as defined by V.T.C.A., Agricultural Code, § 251.002.

Irrigation technician. A person who works under the supervision of a licensed irrigator to install, maintain, alter, repair, service or supervise installation of an irrigation system, including the connection of such system in or to a private or public, raw or potable water supply system or any water supply, and who is required to be licensed under Title 30, Texas Administrative Code, Chapter 30 (relating to occupational licenses and registrations).

Irrigation zone. A subdivision of an irrigation system with a matched precipitation rate based on plant material type (such as turf, shrubs, or trees), microclimate factors (such as sun/shade ratio), topographic features (such as slope) and soil conditions (such as sand, loam, clay, or combination) or for hydrological control.

Irrigator. A person who sells, designs, offers consultations regarding, installs, maintains, alters, repairs, services or supervises the installation of an irrigation system, including the connection of such system to a private or public, raw or potable water supply system or any water supply, and who is required to be licensed under Title 30, Texas Administrative Code, Chapter 30.

Irrigator-in-charge. The irrigator responsible for all irrigation work performed by an exempt business owner, including, but not limited to obtaining permits, developing design plans, supervising the work of other irrigators or irrigation technicians, and installing, selling, maintaining, altering, repairing, or servicing a landscape irrigation system.

Landscape irrigation. The science of applying the necessary amount of water to promote or sustain healthy growth of plant material or turf.

License. An occupational license that is issued by the Texas Commission on Environmental Quality under Title 30, Texas Administrative Code, Chapter 30 to an individual that authorizes the individual to engage in an activity that is covered by Title 30, Texas Administrative Code, Chapter 30.

Mainline. A pipe within an irrigation system that delivers water from the water source to the individual zone valves.

Maintenance checklist. A document made available to the irrigation system's owner or owner's representative that contains information regarding the operation and maintenance of the irrigation system, including, but not limited to: Checking and repairing the irrigation system, setting the automatic controller, checking the rain or moisture sensor, cleaning filters, pruning grass and plants away from irrigation emitters, using and operating the irrigation system, the precipitation rates of each irrigation zone within the system, any water conservation measures currently in effect from the water purveyor, the name of the water purveyor, a suggested seasonal or monthly watering schedule based on current evapotranspiration data for the geographic region, and the minimum water requirements for the plant material in each zone based on the soil type and plant material where the system is installed.

Major maintenance, alteration, repair or service. Any activity that involves opening to the atmosphere the irrigation mainline at any point prior to the discharge side of any irrigation zone control valve. This includes, but is not limited to, repairing or connecting into a main supply pipe, replacing a zone control valve, or repairing a zone control valve in a manner that opens the system to the atmosphere.

Master valve. A remote control valve located after the backflow prevention device that controls the flow of water to the irrigation system mainline.

Matched precipitation rate. The condition in which all sprinkler heads within an irrigation zone apply water at the same rate.

New installation. An irrigation system installed at a location where one did not previously exist.

Nonhealth hazard. A cross-connection or potential cross-connection from a landscape irrigation system that involves any substance that generally would not be a health hazard but would constitute a nuisance or be aesthetically objectionable if introduced into the potable water supply.

Nonpotable water. Water that is not suitable for human consumption. Nonpotable water sources include, but are not limited to, irrigation systems, lakes, ponds, streams, gray water that is discharged from washing machines, dishwashers or other appliances, water vapor condensate from cooling towers, reclaimed water, and harvested rainwater.

Pass-through contract. A written contract between a contractor or builder and a licensed irrigator or exempt business owner to perform part or all of the irrigation services relating to an irrigation system.

Potable water. Water that is suitable for human consumption.

Pressure vacuum breaker. An assembly containing an independently operating internally loaded check valve and an independently operating loaded air inlet valve located on the discharge side of the check valve. Also known as a pressure vacuum breaker back-siphonage prevention assembly.

Reclaimed water. Domestic or municipal wastewater which has been treated to a quality suitable for beneficial use, such as landscape irrigation.

Records of landscape irrigation activities. The irrigation plans, contracts, warranty information, invoices, copies of permits, and other documents that relate to the installation, maintenance, alteration, repair, or service of a landscape irrigation system.

Reduced pressure principle backflow prevention assembly. An assembly containing two independently acting approved check valves together with a hydraulically operating mechanically independent pressure differential relief valve located between the two check valves and below the first check valve.

Static water pressure. The pressure of water when it is not moving.

Supervision. The on-the-job oversight and direction by a licensed irrigator who is fulfilling his or her professional responsibility to the client and/or employer in compliance with local or state requirements. Also a licensed installer working under the direction of a licensed irrigator or beginning January 1, 2009, an irrigation technician who is working under the direction of a licensed irrigator to install, maintain, alter, repair or service an irrigation system.

Water conservation. The design, installation, service, and operation of an irrigation system in a manner that prevents the waste of water, promotes the most efficient use of water, and applies the least amount of water that is required to maintain healthy individual plant material or turf, reduce dust, and control erosion.

Zone flow. A measurement, in gallons per minute or gallons per hour, of the actual flow of water through a zone valve, calculated by individually opening each zone valve and obtaining a valid reading after the pressure has stabilized. For design purposes, the zone flow is the total flow of all nozzles in the zone at a specific pressure.

Zone valve. An automatic valve that controls a single zone of a landscape irrigation system.

(Ord. No. 1030, § 2, 12-21-2010)

Sec. 102-437. Valid license required.

Any person who connects an irrigation system to the water supply within the town or the town's extraterritorial jurisdiction, commonly referred to as the ETJ, must hold a valid license, as defined by Title 30, Texas Administrative Code, Chapter 30 and required by V.T.C.A., Occupations Code ch. 1903, or as defined by Chapter 365, Title 22 of the Texas Administrative Code and required by V.T.C.A., Occupations Code ch. 1301.

Exemptions. A property owner is not required to be licensed in accordance with V.T.C.A., Occupations Code tit. 12, § 1903.002(c)(1) if he or she is performing irrigation work in a building or on a premises owned or occupied by the person as the person's home. A home or property owner who installs an irrigation system must meet the standards contained in Title 30, Texas Administrative Code, Chapter 344 regarding spacing, water pressure, spraying water over impervious materials, rain or moisture shut-off devices or other technology, backflow prevention and isolation valves. The town may, at any point, adopt more stringent requirements for a home or property owner who installs an irrigation system. See V.T.C.A., Occupations Code § 1903.002 for other exemptions to the licensing requirement.

(Ord. No. 1030, § 2, 12-21-2010)

Sec. 102-438. Permit required.

Any person installing an irrigation system within the territorial limits or extraterritorial jurisdiction of the town is required to obtain a permit from the town's building safety division of the community development department. Any plan approved for a permit must be in compliance with the requirements of this chapter.

Exemptions.

- (1) An irrigation system that is that an on-site sewage disposal system, as defined by V.T.C.A., Health and Safety Code § 355.002; or
- (2) An irrigation system used on or by an agricultural operation as defined by V.T.C.A., Agriculture Code § 251.002.

(Ord. No. 1030, § 2, 12-21-2010)

Sec. 102-439. Backflow prevention methods and devices.

- (a) Any irrigation system that is connected to the potable water supply must be connected through a backflow prevention method approved by the Texas Commission on Environmental Quality (TCEQ). The backflow prevention device must be approved by the American Society of Sanitary Engineers; or the Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California; or the Uniform Plumbing Code; or any other laboratory that has equivalent capabilities for both the laboratory and field evaluation of backflow prevention assemblies. The backflow prevention device must be installed in accordance with the laboratory approval standards or if the approval does not include specific installation information, the manufacturer's current published recommendations.
- (b) If conditions that present a health hazard exist, one of the following methods must be used to prevent backflow:
 - (1) An air gap may be used if:
 - a. There is an unobstructed physical separation; and
 - b. The distance from the lowest point of the water supply outlet to the flood rim of the fixture or assembly into which the outlet discharges is at least one inch or twice the diameter of the water supply outlet, whichever is greater.
 - (2) Reduced pressure principle backflow prevention assemblies may be used if:
 - a. The device is installed at a minimum of 12 inches above ground in a location that will ensure that the assembly will not be submerged; and
 - b. Drainage is provided for any water that may be discharged through the assembly relief valve.
 - (3) Pressure vacuum breakers may be used if:
 - a. No back-pressure condition will occur; and
 - b. The device is installed at a minimum of 12 inches above any downstream piping and the highest downstream opening. Pop-up sprinklers are measured from the retracted position from the top of the sprinkler.
 - (4) Atmospheric vacuum breakers may be used if:
 - a. No back-pressure will be present;
 - b. There are no shutoff valves downstream from the atmospheric vacuum breaker;
 - c. The device is installed at a minimum of six inches above any downstream piping and the highest downstream opening. Pop-up sprinklers are measured from the retracted position from the top of the sprinkler;
 - d. There is no continuous pressure on the supply side of the atmospheric vacuum breaker for more than 12 hours in any 24-hour period; and
 - e. A separate atmospheric vacuum breaker is installed on the discharge side of each irrigation control valve, between the valve and all the emission devices that the valve controls.
- (c) Backflow prevention devices used in applications designated as health hazards must be tested upon installation and annually thereafter.
- (d) If there are no conditions that present a health hazard, double check valve backflow prevention assemblies may be used to prevent backflow if the device is tested upon installation and test cocks are used for testing only.

-
- (e) If a double check valve is installed below ground:
 - (1) Test cocks must be plugged, except when the double check valve is being tested;
 - (2) Test cock plugs must be threaded, watertight, and made of nonferrous material;
 - (3) A y-type strainer is installed on the inlet side of the double check valve;
 - (4) There must be a clearance between any fill material and the bottom of the double check valve to allow space for testing and repair; and
 - (5) There must be space on the side of the double check valve to test and repair the double check valve.
 - (f) If an existing irrigation system without a backflow-prevention assembly requires major maintenance, alteration, repair, or service, the system must be connected to the potable water supply through an approved, properly installed backflow prevention method before any major maintenance, alteration, repair, or service is performed.
 - (g) If an irrigation system is connected to a potable water supply through a double check valve, pressure vacuum breaker, or reduced pressure principle backflow assembly and includes an automatic master valve on the system, the automatic master valve must be installed on the discharge side of the backflow prevention assembly.
 - (h) The irrigator shall ensure the backflow prevention device is tested by a licensed backflow prevention assembly tester prior to being placed in service and the test results provided to the local water purveyor and the irrigation system's owner or owner's representative within ten business days of testing of the backflow prevention device.

(Ord. No. 1030, § 2, 12-21-2010)

Sec. 102-440. Specific conditions and cross-connection control.

- (a) Before any chemical is added to an irrigation system connected to the potable water supply, the irrigation system must be connected through a reduced pressure principle backflow prevention assembly or air gap.
- (b) Connection of any additional water source to an irrigation system that is connected to the potable water supply can only be done if the irrigation system is connected to the potable water supply through a reduced-pressure principle backflow prevention assembly or an air gap. Reduced pressure principle backflow prevention assemblies shall be tested upon installation and annually thereafter.
- (c) If an irrigation system supplied by any source other than the public water supply is installed, whether connected to the public supply or not, a reduced pressure principle backflow prevention device must be installed immediately (within five feet) downstream of the public water supply point meter assembly.
- (d) Irrigation system components with chemical additives induced by aspiration, injection, or emission system connected to any potable water supply must be connected through a reduced pressure principle backflow device.
- (e) If an irrigation system is designed or installed on a property that is served by an on-site sewage facility, as defined in Title 30, Texas Administrative Code, Chapter 285, then:
 - (1) All irrigation piping and valves must meet the separation distances from the on-site sewage facilities system as required for a private water line in Title 30, Texas Administrative Code, Section 285.91(10);
 - (2) Any connections using a private or public potable water source that is not the town's potable water system must be connected to the water source through a reduced pressure principle backflow prevention assembly as defined in Title 30, Texas Administrative Code, Section 344.50; and

-
- (3) Any water from the irrigation system that is applied to the surface of the area utilized by the on-site sewage facility system must be controlled on a separate irrigation zone or zones so as to allow complete control of any irrigation to that area so that there will not be excess water that would prevent the on-site sewage facilities system from operating effectively.

(Ord. No. 1030, § 2, 12-21-2010)

Sec. 102-441. Water conservation.

All irrigation systems shall be designed, installed, maintained, altered, repaired, serviced, and operated in a manner that will promote water conservation as defined in the definitions section of this article.

(Ord. No. 1030, § 2, 12-21-2010)

Sec. 102-442. Irrigation plan design: minimum standards.

- (a) An irrigator shall prepare an irrigation plan for each site where a new irrigation system will be installed. A paper or electronic copy of the irrigation plan must be on the job site at all times during the installation of the irrigation system. A drawing showing the actual installation of the system is due to each irrigation system owner after all new irrigation system installations. During the installation of the irrigation system, variances from the original plan may be authorized by the licensed irrigator if the variance from the plan does not:
 - (1) Diminish the operational integrity of the irrigation system;
 - (2) Violate any requirements of this article; and
 - (3) Go unnoted in red on the irrigation plan.
- (b) The irrigation plan must include complete coverage of the area to be irrigated. If a system does not provide complete coverage of the area to be irrigated, it must be noted on the irrigation plan.
- (c) All irrigation plans used for construction must be drawn to scale. The plan must include, at a minimum, the following information:
 - (1) The irrigator's seal, signature, and date of signing;
 - (2) All major physical features and the boundaries of the areas to be watered;
 - (3) A north arrow;
 - (4) A legend;
 - (5) The zone flow measurement for each zone;
 - (6) Location and type of each:
 - a. Controller; and
 - b. Sensor (for example, but not limited to, rain, moisture, wind, flow, or freeze);
 - (7) Location, type, and size of each:
 - a. Water source, such as, but not limited to a water meter and point(s) of connection;
 - b. Backflow prevention device;
 - c. Water emission device, including, but not limited to, spray heads, rotary sprinkler heads, quick-couplers, bubblers, drip, or micro-sprays;

-
- d. Valve, including but not limited to, zone valves, master valves, and isolation valves;
 - e. Pressure regulation component; and
 - f. Mainline and lateral piping.

(8) The scale used; and

(9) The design pressure.

(Ord. No. 1030, § 2, 12-21-2010)

Sec. 102-443. Design and installation: minimum requirements.

- (a) No irrigation design or installation shall require the use of any component, including the water meter, in a way which exceeds the manufacturer's published performance limitations for the component.
- (b) *Spacing.*
 - (1) The maximum spacing between emission devices must not exceed the manufacturer's published radius or spacing of the device(s). The radius or spacing is determined by referring to the manufacturer's published specifications for a specific emission device at a specific operating pressure.
 - (2) New irrigation systems shall not utilize above ground spray emission devices in landscapes that are less than 48 inches not including the impervious surfaces in either length or width and which contain impervious pedestrian or vehicular traffic surfaces along two or more perimeters. If pop-up sprays or rotary sprinkler heads are used in a new irrigation system, the sprinkler heads must direct flow away from any adjacent surface and shall not be installed closer than four inches from a hardscape, such as, but not limited to, a building foundation, fence, concrete, asphalt, pavers, or stones set with mortar.
 - (3) Narrow paved walkways, jogging paths, golf cart paths or other small areas located in cemeteries, parks, golf courses or other public areas may be exempted from this requirement if the runoff drains into a landscaped area.
- (c) *Water pressure.* Emission devices must be installed to operate at the minimum and not above the maximum sprinkler head pressure as published by the manufacturer for the nozzle and head spacing that is used. Methods to achieve the water pressure requirements include, but are not limited to, flow control valves, a pressure regulator, or pressure compensating spray heads.
- (d) *Piping.* Piping in irrigation systems must be designed and installed so that the flow of water in the pipe will not exceed a velocity of five feet per second for polyvinyl chloride (PVC) pipe.
- (e) *Irrigation zones.* Irrigation systems shall have separate zones based on plant material type, microclimate factors, topographic features, soil conditions, and hydrological requirements.
- (f) *Matched precipitation rate.* Zones must be designed and installed so that all of the emission devices in that zone irrigate at the same precipitation rate.
- (g) Irrigation systems shall not spray water over surfaces made of concrete, asphalt, brick, wood, stones set with mortar, or any other impervious material, such as, but not limited to, walls, fences, sidewalks, streets, etc.
- (h) *Master valve.* When provided, a master valve shall be installed on the discharge side of the backflow prevention device on all new installations.
- (i) *PVC pipe primer solvent.* All new irrigation systems that are installed using PVC pipe and fittings shall be primed with a colored primer prior to applying the PVC cement in accordance with the International Plumbing Code (Section 605).

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- (j) *Rain or moisture or freeze shut-off devices or other technology.* All new automatically controlled irrigation systems must include sensors or other technology designed to inhibit or interrupt operation of the irrigation system during periods of freezing weather or moisture or rainfall. Freeze, rain or moisture shut-off technology must be installed according to the manufacturer's published recommendations. Repairs to existing automatic irrigation systems that require replacement of an existing controller must include a sensor or other technology designed to inhibit or interrupt operation of the irrigation system during periods of freezing weather or moisture or rainfall.
- (k) *Isolation valve.* All new irrigation systems must include an isolation valve between the water meter and the backflow prevention device.
- (l) *Depth coverage of piping.* Piping in all irrigation systems must be installed according to the manufacturer's published specifications for depth coverage of piping.
- (1) If the manufacturer has not published specifications for depth coverage of piping, the piping must be installed to provide minimum depth coverage of six inches of select backfill, between the top of the pipe and the natural grade of the topsoil. All portions of the irrigation system that fail to meet this standard must be noted on the irrigation plan. If the area being irrigated has rock at a depth of six inches or less, select backfill may be mounded over the pipe. Mounding must be noted on the irrigation plan and discussed with the irrigation system owner or owner's representative to address any safety issues.
 - (2) If a utility, manmade structure, or roots create an unavoidable obstacle, which makes the six-inch depth coverage requirement impractical, the piping shall be installed to provide a minimum of two inches of select backfill between the top of the pipe and the natural grade of the topsoil.
 - (3) All trenches and holes created during installation of an irrigation system must be backfilled and compacted to the original grade.
- (m) *Wiring irrigation systems.*
- (1) Underground electrical wiring used to connect an automatic controller to any electrical component of the irrigation system must be listed by Underwriters Laboratories as acceptable for burial underground.
 - (2) Electrical wiring that connects any electrical components of an irrigation system must be sized according to the manufacturer's recommendation.
 - (3) Electrical wire splices which may be exposed to moisture must be waterproof as certified by the wire splice manufacturer.
 - (4) Underground electrical wiring that connects an automatic controller to any electrical component of the irrigation system must be buried with a minimum of six inches of select backfill.
- (n) *Water contained within the piping of an irrigation system is deemed to be nonpotable.* No drinking or domestic water usage, such as, but not limited to, filling swimming pools or decorative fountains, shall be connected to an irrigation system. If a hose bib (an outdoor water faucet that has hose threads on the spout) is connected to an irrigation system for the purpose of providing supplemental water to an area, the hose bib must be installed using a quick coupler key on a quick coupler installed in a covered purple valve box and the hose bib and any hoses connected to the bib must be labeled "non potable, not safe for drinking." An isolation valve must be installed upstream of a quick coupler connecting a hose bib to an irrigation system.
- (o) Beginning January 1, 2011, either a licensed irrigator or a licensed irrigation technician shall be on-site at all times while the landscape irrigation system is being installed. When an irrigator is not on-site, the irrigator shall be responsible for ensuring that a licensed irrigation technician is on-site to supervise the installation of the irrigation system.

(Ord. No. 1030, § 2, 12-21-2010)

Sec. 102-444. Completion of irrigation system installation.

Upon completion of the irrigation system, the irrigator or irrigation technician who provided supervision for the on-site installation shall be required to complete four items:

- (1) A final "walk through" with the irrigation system's owner or the owner's representative to explain the operation of the system;
- (2) The maintenance checklist on which the irrigator or irrigation technician shall obtain the signature of the irrigation system's owner or owner's representative and shall sign, date, and seal the checklist. If the irrigation system's owner or owner's representative is unwilling or unable to sign the maintenance checklist, the irrigator shall note the time and date of the refusal on the irrigation system's owner or owner's representative's signature line. The irrigation system owner or owner's representative will be given the original maintenance checklist and a duplicate copy of the maintenance checklist shall be maintained by the irrigator. The items on the maintenance checklist shall include but are not limited to:
 - a. The manufacturer's manual for the automatic controller, if the system is automatic;
 - b. The number and labeling of all zones shall be listed, and a copy of this list shall be placed within the controller;
 - c. A seasonal (spring, summer, fall, winter) watering schedule based on either current/real time evapotranspiration or monthly historical reference evapotranspiration (historical ET) data, monthly effective rainfall estimates, plant landscape coefficient factors, and site factors;
 - d. A list of components, such as the nozzle, or pump filters, and other such components; that require maintenance and the recommended frequency for the service; and
 - e. The statement, "This irrigation system has been installed in accordance with all applicable state and local laws, ordinances, rules, regulations or orders. I have tested the system and determined that it has been installed according to the Irrigation Plan and is properly adjusted for the most efficient application of water at this time."
- (3) A permanent sticker which contains the irrigator's name, license number, company name, telephone number and the dates of the warranty period shall be affixed to each automatic controller installed by the irrigator or irrigation technician. If the irrigation system is manual, the sticker shall be affixed to the original maintenance checklist. The information contained on the sticker must be printed with waterproof ink and include:
- (4) The irrigation plan indicating the actual installation of the system must be provided to the irrigation system's owner or owner representative.

(Ord. No. 1030, § 2, 12-21-2010)

Sec. 102-445. Maintenance, alteration, repair, or service of irrigation systems.

- (a) The licensed irrigator is responsible for all work that the irrigator performed during the maintenance, alteration, repair, or service of an irrigation system during the warranty period. The irrigator or business owner is not responsible for the professional negligence of any other irrigator who subsequently conducts any irrigation service on the same irrigation system.
- (b) All trenches and holes created during the maintenance, alteration, repair, or service of an irrigation system must be returned to the original grade with compacted select backfill.

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(Supp. No. 50)

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- (c) Colored PVC pipe primer solvent must be used on all pipes and fittings used in the maintenance, alteration, repair, or service of an irrigation system in accordance with the Uniform Plumbing Code (Section 316) or the International Plumbing Code (Section 605).
 - (d) When maintenance, alteration, repair or service of an irrigation system involves excavation work at the water meter or backflow prevention device, an isolation valve shall be installed, if an isolation valve is not present.

(Ord. No. 1030, § 2, 12-21-2010)

Sec. 102-446. Reclaimed water.

Reclaimed water may be utilized in landscape irrigation systems if:

- (1) There is no direct contact with edible crops, unless the crop is pasteurized before consumption;
- (2) The irrigation system does not spray water across property lines that do not belong to the irrigation system's owner;
- (3) The irrigation system is installed using purple components;
- (4) An irrigation system supplied by reclaimed water is approved, a reduced pressure principle backflow assembly shall be installed on the domestic water supply within five feet of the meter assembly, or as approved by the water purveyor, and tested upon installation and annually thereafter;
- (5) A minimum of an eight-inch by eight-inch sign, in English and Spanish, is prominently posted on/in the area that is being irrigated, that reads, "RECLAIMED WATER - DO NOT DRINK" and "AGUA DE RECUPERACION - NO BEBER"; and
- (6) Backflow prevention on the reclaimed water supply line shall be in accordance with the regulations of the town's water provider.

(Ord. No. 1030, § 2, 12-21-2010)

Sec. 102-447. Advertisement requirements.

All vehicles used in the performance of irrigation installation, maintenance, alteration, repair, or service must display the irrigator's license number in the form of "LI _____" in a contrasting color of block letters at least two inches high, on both sides of the vehicle.

(Ord. No. 1030, § 2, 12-21-2010)

Sec. 102-448. Duties and responsibilities of town inspectors.

A town inspector shall enforce the ordinance of the town, and shall be responsible for:

- (1) Verifying that the appropriate permits have been obtained for an irrigation system and that the irrigator and installer or irrigation technician, if applicable, are licensed;
- (2) Inspecting the irrigation system;
- (3) Determining that the irrigation system complies with the requirements of this chapter;
- (4) Determining that the appropriate backflow prevention device was installed, tested, and test results provided to the town;

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- (5) Investigating complaints related to irrigation system installation, maintenance, alteration, repairs, or service of an irrigation system and advertisement of irrigation services; and
 - (6) Maintaining records according to this chapter.

(Ord. No. 1030, § 2, 12-21-2010)

Sec. 102-449. Items not covered by this article.

Any item not covered by this article and required by law shall be governed by the Texas Occupations Code, the Texas Water Code, Title 30 of the Texas Administrative Code, and any other applicable state statute or Texas Commission on Environmental Quality Rule.

(Ord. No. 1030, § 2, 12-21-2010)

Sec. 102-450. Fees.

The fee for this permit for each individual residential irrigation system shall be \$185.00 payable to the Town of Little Elm and submitted to the building safety division at the time of application. The nonresidential fee for each individual irrigation system will be \$250.00 for the first controller, an additional \$175.00 for a second controller, with the total not to exceed \$500.00 for any individual system and shall be submitted likewise. This fee shall include plan review and approval and inspections. Seventy-five dollars will be charged for all failed inspections. This fee may increase in the future, per the community development comprehensive fee schedule.

(Ord. No. 1030, § 2, 12-21-2010)

Sec. 102-451. Enforcement.

- (a) The town shall have the power to administer and enforce the provisions of this chapter as may be required by governing law. Any person, firm, corporation or agent who shall violate a provision of this Code, or fails to comply therewith, or with any of the requirements thereof, is subject to suit for injunctive relief as well as prosecution for criminal violations. Any violation of the ordinance codified in this chapter is declared to be a nuisance.
- (b) Any person violating any provision of chapter shall, upon conviction, be fined a sum not exceeding \$2,000.00. Each day that a provision of this chapter is violated shall constitute a separate offense. An offense under this chapter is a class C misdemeanor, punishable by a fine of up to \$2,000.00.
- (c) Nothing in this chapter shall be construed as a waiver of the town's right to bring a civil action to enforce the provisions of this chapter and to seek remedies as allowed by law, including, but not limited to the following:
 - (1) Injunctive relief to prevent specific conduct that violates the ordinance or to require specific conduct that is necessary for compliance with the ordinance; and
 - (2) Other available relief.

(Ord. No. 1030, § 2, 12-21-2010)

Secs. 102-452—102-475. Reserved.



Date: 04/16/2024
Agenda Item #: 5. D.
Department: Finance
Strategic Goal: Ensure excellence in public services while keeping up with the growth in the community
Staff Contact: Fred Gibbs, Director of Development Services

AGENDA ITEM:

Consider Action to Award **RFP 2024-10 for Long-Range Planning and Unified Development Code to Halff Associates in the amount of \$180,000 and Clarion Associates in the amount of \$315,000, for an estimated combined total of \$495,000, and authorization for the Town Manager to execute the agreements.**

DESCRIPTION:

On February 7, 2024 the Town received proposals from firms to perform professional long-range planning services for the 2023 periodic update of the Town's Comprehensive Plan and the creation of the Town's first Unified Development Code.

Requests for Proposals (RFPs) were advertised in the local paper, posted on the Town's eprocurement system, and sent to two hundred nineteen (219) contractors. Four (4) offers were received, evaluated, and scored by staff based on criteria published in the RFP. The top scoring firm for Long-Range Planning Services is Halff Associates, while the top scoring firm for the Unified Development Code portion of the project is Clarion Associates, for a combined initial total of \$558,954. After the evaluation, it was determined that the Economic Development Corporation (EDC) should work directly with the consultant on the economic component of the Town's Comprehensive Plan update. EDC is currently working on a separate contract with Halff Associates, which brings the total cost responsibility for the Town down to \$495,000.

RFP Background:

Comprehensive Plan Update. In preparation for a Comprehensive Plan periodic update the Town put out an RFP for an experienced consultant team to lead and guide the us through the update process. The goals and objectives of the current Comprehensive Plan are still very relevant so the Town primarily seeks minor updates in the form of creating a plan and extended vision for two major corridor areas, Eldorado Corridor and US 380 Corridor. Both areas have opportunities for redevelopment, ROW expansion, and additional corridor design practices.

The intent is to utilize the resulting small area plans as the principle guiding documents in promoting



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orderly and strategic growth, development, redevelopment, and enhanced aesthetic of both areas. These plans will examine current land uses, economic development, market trends, development trends, and provide recommendations concerning the best and most appropriate development/redevelopment opportunities for the entire study area, including recommendations for each parcel or groups of parcels, and strategies to help maximize (re-) development potential, both physical and economic.

These plans will also review and provide specific land use standards and preferred location recommendations for uses that have been redeveloping at a rapid pace within the subject areas, including, but not limited to single-family rental units, townhomes, condos, and commercial mixed-use developments.

Careful planning is integral to Little Elm development and plans are closely reviewed to ensure that all growth of the community maintains the small-town lakeside community atmosphere that residents and visitors have come to treasure. This planning effort will not define a new vision and or change the goals for these areas. The intent is to build on the Town's existing Comprehensive Plan and Strategic Plan, with specific focus on these two corridors.

Unified Development Code. The Town also requested proposals for a professional consultant capable of updating the Towns Zoning Ordinance, including all development standards, exterior construction, landscaping, screening, fencing, parking, lighting, subdivision regulations, as well as the Sign Ordinance, and developing a Unified Development Code, with associated technical manuals. The Town is looking to develop a Unified Development Code in order to streamline and standardize the development process. The current versions of the zoning ordinance, landscape regulations, subdivision regulations, and sign code are out dated. Although they have been amended over the years, the Town has never engaged in a comprehensive evaluation or revision to these ordinances.

As Little Elm approaches build-out, the Town must now shift its focus not only toward the development of greenfield property but redevelopment of existing properties. The current ordinances focus on traditional suburban development patterns and do not adequately provide for infill or redevelopment opportunities of existing older properties. Also, these ordinances do not reflect the best practices or emerging trends in land use, urban design, or pedestrian-oriented development.

The Town will seek the consultant's recommendations as to whether the Zoning Ordinance, development standards, subdivision regulations, signage regulations and other related standards should be maintained as separate chapters of the overall code, or whether a Unified Development Code would be more effective to achieve the goals of the Comprehensive Plan.

The Town desires an innovative and creative approach toward the completion of this task; applying interactive and user-friendly graphics and elements will be essential to facilitate ease of navigation. The resulting document must be user-friendly for Town staff, residents, and the development community. The content must be cutting-edge, concise, and clear. Most importantly, it must be made available to the public in a way that is accessible and easy to use, through different types of media.

This project is anticipated to follow the completion of the 2023 Comprehensive Plan Update/Small Area Planning project, referenced above, but may be able to be staggered.

BUDGET IMPACT:

Funding for this project has been identified in the Development Services operating budget.

RECOMMENDED ACTION:

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Staff recommends approval.

Attachments

2024-10 Evaluation

Clarion - UDC SOW

Halff - Long Range Area Plan SOW

Scoring Round #1 - Comprehensive Plan Update

				Halff		Freese & Nichols		Olsson, Inc		Clarion	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Lump Sum cost to perform professional long-range planr1		LS	\$243,954.00	\$243,954.00	\$195,500.00	\$195,500.00	\$200,000.00	\$200,000.00		
2	Lump Sum cost for creation of the Town’s first Unified D:1		LS	\$308,789.00	\$308,789.00	\$279,500.00	\$279,500.00		\$0.00	\$322,140.00	\$322,140.00
Total:				\$552,743.00		\$475,000.00		Total: \$200,000.00		\$322,140.00	
EVALUATION											
Possible Points:											
25	Cost	20		25		24					
25	Professional Background	25		25		25					
20	Example Projects & Understanding	20		10		15					
20	Familiarity	20		15		15					
10	Methodology	10		5		5					
100	Total Score:	95		80		84				0	

Scoring Round #1 - Unified Development code

				Halff		Freese & Nichols		Olsson, Inc		Clarion	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Lump Sum cost to perform professional long-range planr1		LS	\$243,954.00	\$243,954.00	\$195,500.00	\$195,500.00	\$200,000.00	\$200,000.00		
2	Lump Sum cost for creation of the Town’s first Unified D:1		LS	\$308,789.00	\$308,789.00	\$279,500.00	\$279,500.00		\$0.00	\$322,140.00	\$322,140.00
Total:				\$552,743.00		\$475,000.00		Total: \$200,000.00		\$322,140.00	
EVALUATION											
Possible Points:											
25	Cost			23		25					22
25	Professional Background			25		25					25
20	Example Projects & Understanding			15		15					20
20	Familiarity			15		15					20
10	Methodology			5		5					10
100	Total Score:			83		85		0			97

BAFO Evaluation - Comprehensive Plan Update

				Halff		Freese & Nichols		Olsson, Inc	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Lump Sum cost to perform professional long-range planning services for the 2023 periodic update of the Town's Comprehensive Plan as specified in the Scope of Work	1	LS	\$243,954.00	\$243,954.00	\$195,500.00	\$195,500.00	\$200,000.00	\$200,000.00

EVALUATION

Possible Points:

25

25

20

20

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100

Cost

Professional Background

Example Projects & Understanding

Familiarity

Methodology

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BAFO Evaluation - Unified Development code

				Halff		Freese & Nichols		Clarion BAFO	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
2	Lump Sum cost for creation of the Town's first Unified Development Code as specified in the Scope of Work	1	LS	\$308,789.00	\$308,789.00	\$279,500.00	\$279,500.00	\$315,000.00	\$315,000.00

EVALUATION

Possible Points:

25

25

20

20

10

100

Cost

Professional Background

Example Projects & Understanding

Familiarity

Methodology

23

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PROJECT APPROACH

This section summarizes the major work tasks and deliverables we propose for this project. The preliminary timeline at the end of this section tracks these proposed tasks.

Our proposed project approach consists of the following phases:

Task 1: Project Initiation and Management

Task 2: Code Diagnostic Assessment

Task 3: Draft New Unified Development Code

Task 4: Presentation and Code Adoption All elements of this work plan are flexible and open to discussion and negotiation. The final work plan agreed to with the Town is intended to encompass all aspects of the scope of work in the RFP, while still allowing for creative and innovative ideas proposed based on Clarion's experience and knowledge of national best practices as relevant to development code updates.

The budget is structured with the expectation that funds not expended in the completion of one task may be devoted to completion of another. While funds may be re-allocated across tasks, the full budget amount is fixed, not to exceed \$315,000, with the potential optional add-on of a User Guide at an estimated cost of \$10,000 (see Task 4.5).

TASK 1. PROJECT INITIATION AND MANAGEMENT

We look forward to working with Little Elm staff in determining the specific public input tools that will work best for this project. The importance of effective public input and education cannot be overstated, nor can planning an effective engagement strategy begin too soon. For that reason, we highlight it as one of the first tasks to undertake upon initiation of the project. Public engagement and education is continually interwoven throughout our proposed approach, and we anticipate on-going discussion of this important issue and refinement of our public involvement strategy during the project orientation meetings described below. To allow flexibility in the approach to public engagement, aside from the Public Participation Plan described in Task 1.2 below, Task 4.4 proposes a general allowance to determine and implement additional public engagement events throughout the course of the project, beyond those covered in the specific tasks below, to be determined at a later date by Clarion and Town staff.

1.1: INITIAL PROJECT MEETINGS

Clarion will meet with the Town project managers, staff, other Town boards, committees and officials, and the public, either virtually or on-site, to discuss overall project goals, and collect initial input from participants on their views of and issues with the current development code. If possible, get-acquainted meetings will be held with the elected and appointed officials as recommended by Town staff. Team members will also tour the Town with the planning staff to see first-hand how key substantive issues are playing out in practice.

For this series of meetings, and all ensuing public meeting opportunities described in this work plan, Clarion will create informative and graphically rich materials and presentations that are tailored to the specific issues and topics to be discussed and presented, and to the intended audiences. We will submit materials with sufficient time for staff review and incorporation of any requested changes prior to meeting dates. Additionally, we can work with staff to determine whether meetings will occur virtually or in-person, and depending on that decision and the intended meeting audience, what is the best format for presenting meeting information – pre-distributed handouts, PowerPoint presentations, interactive virtual participation opportunities such as Konveio.

It is also helpful in this initial phase to publish a public survey, where any individual interested in the project can offer their thoughts and feedback on the current development code. Survey results help us to begin discerning broad contours regarding a development code's strengths and limitations – information which is frequently confirmed and expanded in greater detail as public meetings and interviews (described in the next task) progress.

1.2: PUBLIC PARTICIPATION PLAN

In contrast to comprehensive planning projects, code updates often involve detailed, sometimes technical discussions. Developing and implementing an effective public participation strategy for a code update requires creativity, persistence, and patience. It takes skill and timing to present complex materials in an engaging and understandable way. We have extensive experience preparing for and moderating these discussions using a wide range of interactive formats and media. The careful attention that Clarion gives to focused public participation will enable us to build momentum and create support throughout the project timeline.

At the beginning of the project, we will discuss and finalize a detailed public participation plan with Town staff. The plan will take full advantage of the various forums available that we have found helpful in other code projects. In particular, the plan will emphasize public involvement, regular workshop meetings with Citizen and Technical Advisory Committees, regular reports to elected and appointed officials, and public meetings at important milestones during the process. We recommend that staff and officials begin thinking early about the formation and membership of the Citizen Advisory Committee. While this initial planning is intended to create a roadmap of potential engagement events throughout the project timeline, Task 4.4 encompasses implementation of this plan, with allowances for adjustments on timing, frequency, and type of engagement events.

1.3: PRELIMINARY SUMMARY OF PROPOSED PUBLIC MEETINGS

The table below summarizes the total number of meetings and public engagement opportunities for the Little Elm code project that are included for the consultant team in this scope. Any necessary changes will be included in the Public Participation Plan, based on feedback and direction from Town staff, as collaborative project planning gets underway.

This scope proposes that milestone meetings occur in person, with Clarion traveling to present and facilitate the meetings outlined below in Little Elm (14 total trips for meetings and presentations over the course of the project). If necessary, virtual meetings can be scheduled in place of in-person visits. All trips are two-night, three-day trips for two persons each unless otherwise noted. Staff and Clarion will work to schedule as many of the listed meetings as possible as part of each in-person

Exhibit A

trip; other meetings will be conducted virtually. Four contingency trips are included for additional public outreach, with timing and topics to be determined as the project progresses.

SUMMARY OF CONSULTANT MEETINGS FOR PUBLIC ENGAGEMENT		
Project Milestone Meetings	Participant Groups	Consultant Travel
Project Kickoff	Town staff, including Technical Advisory Committee Planning and Zoning Commission Town Council Citizen Advisory Committee General public	1 trip, 2 Clarion staff
Code Diagnostic Assessment	Town staff, including Technical Advisory Committee Planning and Zoning Commission Town Council Citizen Advisory Committee General public	1 trip, 2 Clarion staff
PRESENTATION OF CODE INSTALLMENT PUBLIC DRAFTS		
Districts and Uses	Town staff, including Technical Advisory Committee Planning and Zoning Commission Town Council Citizen Advisory Committee General public	1 trip, 2 Clarion staff
Development Standards	Town staff, including Technical Advisory Committee Planning and Zoning Commission Town Council Citizen Advisory Committee General public	1 trip, 2 Clarion staff
Administration and Procedures	Town staff, including Technical Advisory Committee Planning and Zoning Commission Town Council Citizen Advisory Committee General public	1 trip, 2 Clarion staff
Signs	Town staff, including Technical Advisory Committee Planning and Zoning Commission Town Council Citizen Advisory Committee General public	1 trip, 2 Clarion staff
Code Testing	Town staff, including Technical Advisory Committee	1 trip, 2 Clarion staff
Additional public outreach	General public	4 trips, 2 Clarion staff

SUMMARY OF CONSULTANT MEETINGS FOR PUBLIC ENGAGEMENT		
Project Milestone Meetings	Participant Groups	Consultant Travel
Consolidated UDC draft	Town staff, including Technical Advisory Committee Planning and Zoning Commission Town Council Citizen Advisory Committee General public	1 trip, 2 Clarion staff 1 trip, 1 Clarion staff
Code adoption	Town Council	1 trip, 1 Clarion staff

Issues and Methods for Engagement

Specific issues addressed by the draft public participation plan will include, but not be limited to:

- The role of a Citizen Advisory Committee in helping to educate and inform the public. Often, committee members can serve as trusted liaisons to keep various groups informed of project progress and to seek detailed input on targeted issues.
- Potential educational opportunities, such as “zoning 101” presentations to help inform the public about the need for an updated development code.
- How technology will be used to keep Little Elm stakeholders informed about project progress.
- The overall schedule/timeline for public participation activities throughout the duration of the project.

The plan will be developed prior to the project orientation meeting; following discussion at that meeting, we will prepare a final version for implementation that spans the duration of the project.

Other methods for public engagement that we often use and may be considered include:

- A distinctively branded web page with key background resources and project materials.
- Press coverage of the project goals, scope, and timetable at project inception.
- Informal open houses (showcasing pictures and graphics illustrating the impacts of proposed zoning regulations).
- Online surveys that collect on-going public feedback on the project, deliverables, and milestones.
- Individual and group meetings with stakeholders.
- An open email list so that stakeholders can receive regular project updates, particularly when new interim work products become available for public review.
- Well-publicized public meetings to present work products and receive community feedback.
- Social media posts either through the Town’s established accounts, or through accounts devoted specifically to the code project.
- Interactive web portals that allow for review and comment by staff or citizens on document drafts “on their own time,” outside of scheduled public meetings or open house events.

1.4: PROJECT MANAGEMENT

Branding

An important part of the initial project discussions is the creation of a distinctive brand for the project. In longer-term projects such as a code rewrite, developing an identifying brand is especially

important to help participants identify materials related to the project, as differentiated from other initiatives the Town is working on, and to provide identifiable markers demonstrating continuity throughout the project's various phases. Clarion will work with project staff in the initial phase to design a logo and color palette for project materials, as well as determining styles and colors for graphics, fonts, and document numbering. These elements, once determined, remain consistent throughout the life of the project and may be used at the Town's discretion during and after completion of the project.

Maintaining Project Schedule and Budget

As part of the project initiation, Clarion will work with Town staff to prepare a detailed drafting schedule that identifies product delivery dates as well as internal review and comment periods. We have found these schedules to be critical to maintaining project momentum. Clarion has an enviable record of completing projects on time and within budget, and our success is due in part to regular communication with our clients throughout the project and our ability to make adjustments as necessary.

Conference Calls and Meetings

Throughout the duration of the project, Clarion will participate in regular conference calls to provide relevant project reviews and updates. During a land development code update, there can be both periods of daily communication and also periods where Clarion is in the background drafting materials. Beyond the regularly scheduled team communications referenced above, we like to check in as necessary with our clients to receive any interim clarifications needed to move forward with code drafting, and to make sure our clients remain aware of exactly where the project stands in relation to the schedule. We are well-versed in using Zoom, Teams, WebEx, and other platforms for meetings that enable participatory document review and presenting materials using a shared screen through video teleconferencing platforms.

SUMMARY OF TASK 1:

Project Initiation and Management

Consultant Team Responsibilities / Deliverables

- Draft Public Participation Plan
- Draft survey to circulate to Town departments
- Develop project website (to run throughout course of project)
- Develop and present options for project branding materials

Town Staff Responsibilities

- Review and edits to draft Public Participation Plan
- Send copies (hardcopy and electronic) of current code, along with plans and other relevant background materials
- Circulate surveys to Town departments
- Prepare database of names and addresses for public participation
- Determination on project branding materials

TASK 2. CODE ASSESSMENT

2.1: STAKEHOLDER INTERVIEWS

Initial stakeholder interviews are designed to help the Town and consultant team collect information to inform the code rewrite. Depending on the number of interviewees, some of the interviews can

be conducted concurrently during an in-person trip for the kickoff meetings, or they can be arranged to immediately follow the kickoff meetings. In either circumstance, we rely on staff to provide guidance on who are the key stakeholders from whom the project team should gather information. We then conduct a series of individual or group stakeholder interviews, to begin gathering details on participants' experience with using the current Little Elm code. Typically, these stakeholders include staff themselves, elected and appointed Town officials, members of the development community, and any other active neighborhood or community groups with an interest in the rewrite. Interview help us frame a clear understanding of how the existing code works (and doesn't work) in practice, and key issues and practical problems that need to be addressed by the new Unified Development Code.

2.2: DOCUMENT REVIEW

We will review all recommended background documents (with a particular focus on adopted plans and the current Development Code; the zoning map; administrative rules; examples of approved development permits, conditional approvals, and variances; and any other relevant plans, ordinances, and policies as identified by the Town) immediately upon initiation of the project, so that we have as much background context and understanding as possible when we begin meetings and interviews.

Our document review, combined with the information collected in meetings, interviews, and surveys, provides the basis upon which our initial Code Assessment rests. The review will help team members to identify key issues and opportunities in the code update project and allows us to propose options and alternatives in approaches to the code update for staff consideration prior to initiating drafting. We will conduct this review through the lens of our team's local and national experience, as well as staff input, focusing on cutting-edge practices and solutions that will better achieve Little Elm's plan objectives and land use goals. Our document review, combined with the information collected in meetings, interviews, and surveys, provides the basis on which the staff draft of the Code Assessment rests.

2.3: CODE ASSESSMENT – STAFF DRAFT

In our experience, the first step towards fixing a flawed ordinance is identifying its problems through a detailed, section-by-section analysis of the code. Based on our professional experience, and building on information contained in the RFP regarding issues with the current code, supplemented by information gathered during the project initiation tasks, Clarion will prepare a detailed assessment of the current zoning, platting, and sign ordinances. Generally, this analysis will address:

- The ordinances' effectiveness in implementing, and consistency with, the adopted Comprehensive Plan;
- Overall organization and user-friendliness;
- Alignment with local, state, and federal laws;
- Strengths and weaknesses of the existing ordinances related to specific topics;
- Options and alternatives for approaching issues identified in the code rewrite; and
- National best practices relevant to Little Elm.

One goal of the Code Assessment will be to identify links between plan goals and objectives and code sections that support them (both through the proposal of new sections where necessary, or amendments to existing sections).

The report will also address in detail how the current regulations respond to the project objectives listed in the RFP, such as creating simplified and flexible procedures, offering menus of options and incentives, and replacing subjective standards. The report will include an annotated outline of a new Unified Development Code for Little Elm that integrates the zoning, platting, and sign ordinances, and potentially other related ordinances.

The report will allow staff, elected and appointed officials, and the public an opportunity to review the overall structure of the proposed revisions before the actual drafting begins. The report will set out the proposed structure of the ordinance in detail, providing commentary explaining the purpose and scope of each new or amended provision and how it relates to the existing ordinance.

We believe this step is critical because it allows consideration of options and best practices; helps establish a proposed new structure for the new unified development code that meets the Town's objectives; and clarifies how old and new sections will work as a whole, and provides an early opportunity to make corrections or suggest other approaches before significant time and resources are spent on actual drafting.

The first draft of the Code Assessment report would be for internal staff review only. That review allows staff time to provide Clarion with substantive feedback and identify any factual errors or major issues that should be adjusted in the document prior to public review.

2.4: CODE ASSESSMENT – PUBLIC DRAFT

After Clarion revises the staff draft, based on one round of consolidated written comments from staff, a public draft will be released. We will convene meetings with Committees, Boards, Commissions, staff, and citizens as appropriate, to discuss the report and receive comments. We can determine with Town staff the best means for soliciting feedback on the Code Assessment, likely some combination of in-person and virtual meetings, and a posted document that allows reviewers to read and comment on their time. The general objective of these meetings will be to gain consensus on the general scope and parameters of the issues to be addressed in the drafting of the new ordinance and make any adjustments necessary based on comments and feedback received. In our experience, obtaining early consensus on issues contained in the Assessment report is a crucial step toward ensuring that the remainder of the process proceeds smoothly and effectively.

SUMMARY OF TASK 2:

Code Assessment

Consultant Team Responsibilities / Deliverables

- Conduct stakeholder interviews
- Review background documents (current code and plans) identified as relevant by staff
- Prepare staff draft of Code Assessment, submit for staff review and feedback

Town Staff Responsibilities

- Organize stakeholder interviews, participate in interviews as appropriate
- Provide most current copies of existing code, plans and other relevant background materials
- Provide feedback on staff draft version of Code Assessment report
- Collaborate to determine best methods for gathering feedback from interested groups and committees

SUMMARY OF TASK 2:**Code Assessment**

- Update Code Analysis to incorporate staff edits; prepare and distribute public draft of Assessment

Schedule

Complete within approximately four months of project kickoff

TASK 3. DRAFT NEW UNIFIED DEVELOPMENT CODE

3.1: STAFF DRAFTS

Based on the Assessment, Clarion will develop a new draft code that is user-friendly and includes the agreed-upon substantive new materials. The document will emphasize the use of graphics, tables, and charts to explain zoning and land use concepts. Areas that will benefit from illustrations will be noted (though actual illustrations may not be finalized until language is refined in later drafts). The draft will include commentary where necessary to explain changes from current practice and the rationale behind new provisions. The preliminary draft will be intended for discussion primarily among staff and the Clarion team.

Because a new code will likely include a substantial amount of new information, it would be difficult for any review body, or the public, to digest in a single meeting. Therefore, we recommend dividing the drafting process into four manageable installments as follows:

- **Installment 1: Zone Districts and Uses;**
- **Installment 2: Development Standards; and**
- **Installment 3: Administration and Procedures**
- **Installment 4: Signs**

We propose this as a logical order that often works in communities where Clarion has worked; however, the exact composition of the modules and schedule for the drafting can be determined in consultation with staff following the completion of the Code Assessment report.

Clarion will prepare a “staff draft” of each module, which will be sent first to the internal project team for review and comment. Each draft module will be accompanied by a cover memorandum that summarizes major new features in the drafts, significant changes from current provisions, and explanations of the new material. While staff is reviewing the first module, Clarion will begin drafting of the second installment, and so on. In this way, drafting and staff review proceeds in a relatively efficient process. Staff will consolidate and reconcile their comments on each installment and present them in written form to the Clarion team for discussion (this can be either an electronically or hand-written redlined copy, or in memo form, or both).

3.2: PUBLIC REVIEW DRAFTS

Based on staff comments, Clarion will produce a revised draft for wider, public distribution (again, in four manageable installments). The public review drafts will be refinements of the staff drafts. We will hold meetings with Committees, Boards, Commissions, and other bodies as appropriate, on each of the four sections of the discussion draft.

3.3: TESTING

Clarion recommends “testing” or modeling the standards to demonstrate how different proposed development standards would actually be implemented in various neighborhoods, corridors, commercial areas, and other parts of the Town. This would be done through the testing of proposed development standards on model site plans – ideally, plans of actual projects being proposed by local developers, or through projects recently approved by the Town. The testing of model site plans would enable Town staff and the community to better understand the practical implementation issues associated with proposed standards. Our team member Olsson will assist with the testing.

SUMMARY OF TASK 3: Draft of New Unified Development Code	
Consultant Team Responsibilities / Deliverables	Town Staff Responsibilities
<ul style="list-style-type: none">• Prepare staff drafts of the new Unified Development Code (in four installments)• Prepare public review drafts of the new Unified Development Code (in four installments)• Organize and facilitate testing of new standards	<ul style="list-style-type: none">• Review staff draft of code modules and provide consolidated written comments• Organize meetings for presentation/discussion of proposed UDC modules (including notices)
Schedule	
Complete within approximately 16 months	

TASK 4. UNIFIED DEVELOPMENT CODE ADOPTION

4.1: CONSOLIDATED ADOPTION DRAFT

Based on comments received from stakeholders, we will revise the public review drafts to create a final, consolidated draft of the new ordinance (in Microsoft Word format) to be carried forward into the adoption process. The adoption draft will include final versions of all illustrations, accompanied by a folder with digital originals of all graphics/illustration files in their original format (typically .png files) to enable staff to edit and maintain the files as code changes are implemented over time. We would also prepare a final cover memorandum in a format that allows for comparisons between the current and proposed ordinance, summarizing all major changes. The RFP notes that the UDC development should include “associated technical manuals.” Our proposal includes the development of a short “user’s guide” to help explain the operation of the code and also the submittal requirements for each application type, along with any fee schedules or timetables for review. Our proposal does not include the development of technical engineering requirements or specifications. If necessary, we could bring in the relevant expertise from our partners at Olson to help develop such materials.

4.2: PUBLIC HEARINGS AND WORKSHOPS

Clarion will provide support, in the form of materials or presentation assistance, during the code adoption process. Key Clarion team members would be available for attendance at public workshops and/or hearings on the new ordinance before the various review boards and Town Council. The budget would include a set figure for such attendance, and Clarion would be available to attend additional meetings on a time-and-expenses basis.

4.3: FINAL UNIFIED DEVELOPMENT CODE

Based on direction from staff, we will revise the adoption draft to create the final adopted draft of the new code. The Town will receive a Microsoft Word version of the final code, suitable for publication on Municode, along with a bookmarked and searchable .pdf version that can be posted to the Town’s website.

4.4: SUPPLEMENTAL PUBLIC ENGAGEMENT

As the project progresses, Clarion will work with Town staff to determine more specific approaches to implement the engagement events described in the Public Participation Plan. Our shared understanding is that adjustments and changes may be needed to the initially suggested frequency and type of public engagement events that will be conducted throughout the lifetime of the project.

4.5: (OPTIONAL) USER IMPLEMENTATION GUIDE

Towards the completion of the project, staff may choose to include a User Implementation Guide that explains the organization and key provisions of the zoning ordinance. Since the Implementation Guide is not part of the adopted zoning ordinance, it is intended to be updated in the future without public hearings and re-codification. The Guide can function as either a replacement to, or companion document to, the existing, Development Application Handbook and will include, at a minimum, details about the following:

Exhibit A

- An introduction including “how to use” the new zoning ordinance
- Key contact information for various City departments
- Explanation of key zoning ordinance tables, such as allowed uses, parking, and procedures
- Description of the various development review procedures, including:
 - Application review responsibilities
 - Timelines and schedules
 - External referral procedures
 - Public notice procedures and specifications
 - Examples of required materials (e.g., site plans, building elevations, public notices)
- Application fee schedules (to be provided by City)
- Fines for zoning ordinance violations (to be provided by City)

SUMMARY OF TASK 4:

Unified Development Code Adoption and Implementation

Consultant Team Responsibilities / Deliverables

- Prepare final Unified Development Code versions for Municode and Town website
- Public engagement events as determined in collaboration with staff
- Prepare adoption draft of the new Unified Development Code (one consolidated document)
- Participation in public hearings and public workshops
- Prepare User’s Implementation Guide for use by staff and the public

Town Staff Responsibilities

- Organize presentation and adoption meetings and hearings (including notices)
- Advise on type (virtual, or in-person) and extent of public engagement events necessary to support information-sharing about and adoption of final code
- Provide feedback on User’s Implementation Guide content and drafts

Schedule

To be determined by Town and Consultant

PROPOSED TIMELINE

Based on our experience, we believe a two-year engagement period resulting in adoption is realistic for the proposed scope of work (though the actual adoption date depends on political factors and thus can be somewhat unpredictable). We outlined a process in this proposal that we believe works and that results in a draft code that has been through numerous public meetings within approximately 20 months, which then would move into the final adoption process (which often we find can be a formality if prior meetings have been well-attended, informative, and productive). We are happy to further discuss alternatives with you at the discretion of staff and/or the evaluation committee. We summarized our proposed schedule in the table below (though the actual dates will need to be adjusted to reflect actual project start date).

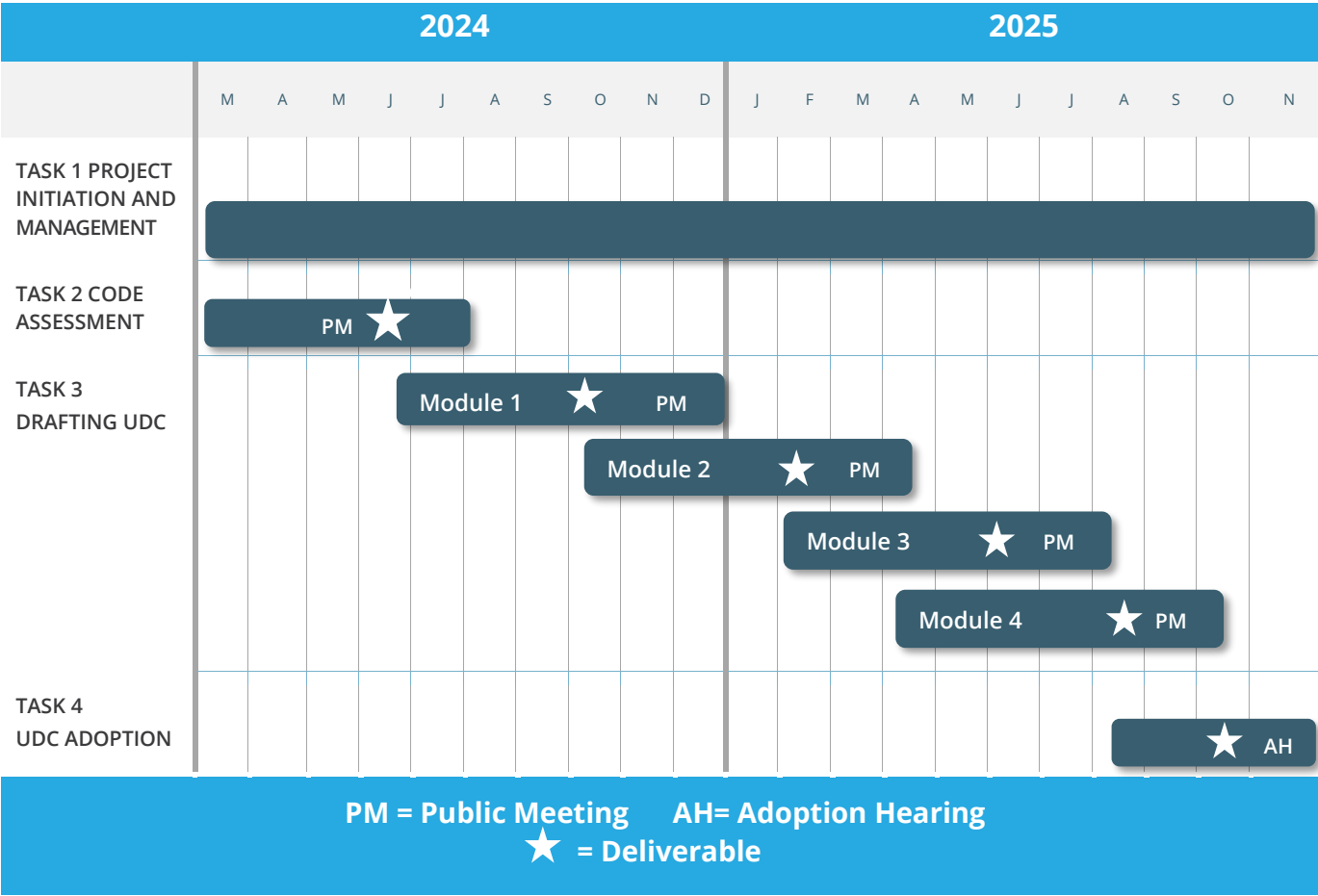


Exhibit B

Little Elm, Texas - Unified Development Code - 4/8/2024

		Clarion Associates			Olsson		
		Goebel	Sr Assoc	Associate	Graphics/ Support	TOTAL	
	Hourly Rate	\$225	\$115	\$90	\$100		
Task 1: Project Initiation and Management							
1.1	Initial Project Meetings <i>(including trip)</i>	12	12	0	0	\$4,080	
1.2	Public Participation Plan	8	8	0	10	\$3,720	
1.3	Ongoing project management	60	20	0	0	\$15,800	
	Hours	80	40	0	10	130	
	Labor Costs	\$18,000	\$4,600	\$0	\$1,000	\$5,000	\$28,600
	Number of Trips	1	1				
	Trip Costs	\$1,000	\$850				\$1,850
	Task Total						\$30,450
Task 2: Code Assessment							
2.1	Stakeholder Interviews <i>(combined on trip with 1.1 meetings)</i>	24	24	0	0		\$8,160
2.2	Document Review	12	20	8	0		\$5,720
2.3	Code Assessment - Staff Draft	40	60	20	8		\$18,500
2.4	Code Assessment - Public Draft <i>(including trip)</i>	32	32	4	8		\$12,040
	Hours	108	136	32	16		292
	Labor Costs	\$24,300	\$15,640	\$2,880	\$1,600	\$5,000	\$49,420
	Number of Trips	1	1				
	Trip Costs	\$1,000	\$850				\$1,850
	Task Total						\$51,270
Task 3. Draft New Unified Development Code							
3.1	Staff Drafts						
	1 - Zone districts and uses	40	40	80	80		\$28,800
	2 - Development and design standards	40	60	80	60		\$29,100
	3 - Administration and procedures	40	40	60	10		\$20,000
	4 - Signs and special topics	30	40	20	10		\$14,150
3.2	Public Review Drafts						
	1 - Zone districts and uses <i>(including trip)</i>	40	60	20	16		\$19,300
	2 - Development and design standards <i>(including trip)</i>	50	60	40	16		\$23,350
	3 - Administration and procedures <i>(including trip)</i>	40	40	4	4		\$14,360
	4 - Signs and special topics <i>(including trip)</i>	30	30	4	4		\$10,960
3.3	Testing	20	40	60	40		\$18,500
	Hours	330	410	368	240		1,348
	Labor Costs	\$74,250	\$47,150	\$33,120	\$24,000	\$5,000	\$183,520
	Number of Trips	4	4	1			
	Trip Costs	\$4,000	\$3,400	\$850			\$8,250
	Task Total						\$191,770
Task 4. UDC Adoption							
4.1	Consolidated Adoption Draft	8	32	4	20		\$7,840
4.2	Public Hearings and Workshops	32	20	0			\$9,500
4.3	Final Unified Development Code	4	16	4			\$3,100
4.4	Supplemental Public Engagement	4	20			\$15,000	\$18,200
	Hours	48	88	8	20		164
	Labor Costs	\$10,800	\$10,120	\$720	\$2,000	\$15,000	\$38,640
	Number of Trips	2	1				
	Trip Costs	\$2,020	\$850				\$2,870
	Task Total						\$41,510
TOTAL							\$315,000
Option: 4.5: User Implementation Guide <i>(not included in base scope)</i>							\$10,000



April 4, 2024

Fred Gibbs
Director of Development Services
Town of Little Elm
100 W. Eldorado Parkway
Little Elm, Texas 75068

RE: Long Range Area Planning Services

Dear Mr. Gibbs:

Halff Associates, Inc. is pleased to submit the following scope and fee proposal to provide land use and urban design services for Long Range Area Planning for the Highway 380 corridor and the Lakefront District.

We propose the services as described in ***Exhibit A, Scope of Services. Exhibit A, Basis of Compensation – Optional Services*** includes program services which are not included in the base contract, but can be provided by Halff Associates Inc., upon your request.

We appreciate the opportunity to submit the attached scope of work for this project. Please feel free to contact me at 512-777-4616 or at jmaddox@halff.com if you have any questions or comments regarding the proposal.

Sincerely,

HALFF ASSOCIATES, INC.

Jordan Maddox, AICP
Director of Planning

EXHIBIT A

BASIC SCOPE OF SERVICES

LONG RANGE AREA PLANNING SERVICES FOR THE HIGHWAY 380 CORRIDOR AND LAKEFRONT DISTRICT

PURPOSE

Halff Associates, Inc. (CONSULTANT) shall provide Long Range Area Planning Services for the Highway 380 Corridor and Lakefront District (PROJECT), for the Town of Little Elm (CLIENT). The purpose of the PROJECT is to conduct a planning process to provide land use, regulatory, mobility and placemaking recommendations for two critical subareas within Little Elm.

PROJECT SUMMARY

The CLIENT seeks a consultant team to conduct area planning that results in an amendment to the Town's comprehensive plan and includes:

- Project initiation and management
- Visioning
- Coordination with advisory committees
- Conceptualization of plan framework elements
- Analysis of plan framework elements
- Development of strategies, policies and recommendations
- Development of plan content
- Participation in adoption process with Planning and Zoning Commission and Town Council

ASSUMPTIONS

The scope of services for this proposal has been prepared using the following assumptions as a basis for its preparation:

1. The project planning areas will encompass the areas as identified below under Planning Area.
2. CLIENT will appoint a contact person [Project Administrator] to work with CONSULTANT and act as an intermediary between Town staff, Town Council, Planning and Zoning Commission, Advisory Committee, outside consultants, and other Town, county and state government staff persons as required. CONSULTANT will take direction from the CLIENT's Project Administrator and Town Manager only.
3. The CLIENT will coordinate facilities, refreshments, and advertising for all outreach events and public meetings.
4. The CLIENT will be responsible for advertising for all meetings and announcements.

5. The CLIENT will commit the necessary resources to adequately promote resident participation in, and media coverage of, key community involvement meetings.
6. The CLIENT will provide information from all previous and current planning studies and master plans that may relate to this planning effort. This information will be provided in digital format when possible and available. If no digital information is available, the CLIENT will create a reproduction, wherever possible, that will not have to be returned at the conclusion of the project. This information may include, but not be limited to, existing land-use plans and GIS data; existing transportation and street master plans; existing water or sanitary sewer planning documents; economic and demographic studies; park, trail, and open space plans; or other pertinent planning or policy documents. Prompt compilation and delivery of these documents to CONSULTANT is an essential prerequisite for the initiation of work and timely forward progress on individual tasks and deliverables.
7. The CLIENT will provide CONSULTANT with the most recently updated digital base map of the planning area with Town limit and extraterritorial jurisdiction (ETJ) lines (if available), school district lines, municipal utility district boundaries, roadway centerlines and rights-of-way (if available), water and sewer facilities; dry utilities; public facilities (including police, fire, hospital, library and other major public facilities); building footprints, park and open space facilities; sidewalks and trails; rivers, lakes and floodplain information; and other GIS data available that may be pertinent to this planning process. These files will be in the form of GIS shapefiles.
8. Input and feedback derived from the public engagement process will be assessed and incorporated into the various plan elements rather than compiled as stand-alone documents.
9. Tasks completed as part of this planning effort may occur concurrently where appropriate, or in some cases may deviate from the sequence shown in this Scope of Services document.
10. Additional engagement outside of this scope will require an addition service and incur a fee.
11. CONSULTANT will provide deliverables as prepared for each phase/task of the project. All draft/interim deliverables will be provided to the CLIENT in an electronic format (e.g., Adobe PDF, Microsoft Word, etc) for ease of file transfer, reproduction, and distribution.
12. CONSULTANT deliverables include one consolidated round of revisions from the CLIENT. Major changes that shift the plan direction or require significant re-work may require an add-service.
13. CONSULTANT assumes timely deliverables, efficient coordination and clear communication with Little Elm Economic Development Corporation (EDC) for all elements of the scope of services where the scope stipulates that CONSULTANT will review or rely upon materials or analysis as provided by the EDC.

It is the responsibility of the CLIENT's Project Administrator to coordinate, compile, and forward in a consolidated manner all review comments, feedback, and/or requested/suggested revisions to such draft/interim deliverables.

SCOPE OF SERVICES

PHASE 1 – INITIATE

TASK 1.1 – PROJECT ORIENTATION MEETING

In this task, CONSULTANT will meet with CLIENT virtually for the first time to initiate the project. The primary purpose will be to complete initial introductions, identify a preferred time for regular check-in calls, and discuss logistics for the Kick-off Meeting to be conducted in Task 1.3.

TASK 1.2 – REQUEST FOR INFORMATION

In this task, CONSULTANT will prepare a list of requested data and materials to be provided by CLIENT. These may include adopted plans, GIS data/files, and other background data/information that would be useful to the area planning tasks.

TASK 1.3 – KICK-OFF MEETING, STAFF TOUR AND ADVISORY COMMITTEE MEETINGS (ROUND 1)

In this task, CONSULTANT will attend a one-day, on-site kick-off day. This will start with a meeting with Town staff to confirm schedule, discuss available background data/materials and address other project management logistics. This one-day effort will include a site tour with staff to increase CONSULTANT's understanding of the local context and obtain site photos. Additionally, CONSULTANT will plan, prepare for and execute initial meetings of the Advisory Committees for each subarea (held back-to-back on the same day). CONSULTANT will meet with the Advisory Committees to introduce the project and begin soliciting input on issues and opportunities for each subarea.

TASK 1.4 – LAND USE ASSESSMENT AND DEMAND ANALYSIS REVIEW

In this task, CONSULTANT will review findings from a Land Use Assessment and Demand Analysis to be completed by the Little Elm Economic Development Corporation in coordination with Catalyst Commercial. CONSULTANT's completion of this task is contingent upon analysis and materials being provided by the Little Elm Economic Development Corporation.

TASK 1.5 – PIPELINE PROJECTS REVIEW AND DEVELOPMENT TRENDS REVIEW

In this task, CONSULTANT will review projects currently in the pipeline and recently completed projects within the subareas to better understand what is being constructed by the market based on current regulations. This will be supplemented with input and summaries of development trends provided by Little Elm EDC based on targeted interviews with local and regional developers to better understand the market opportunities and development feasibility for the subareas specifically.

Phase 1 Deliverables:

- Project basemaps (one for each subarea)
- Meeting materials
- Open house boards

PHASE 2 – ENVISION

TASK 2.1 – COMPREHENSIVE PLAN ASSESSMENT

CONSULTANT will work with Town staff to assess the 2017 Comprehensive Plan to identify key elements that need to be revisited as part of this process. This proposal assumes minor and limited revisions. Key areas that require revision will be documented and integrated into community outreach efforts.

TASK 2.2 – ADVISORY COMMITTEE MEETINGS (ROUND 2): BACKGROUND AND FRAMEWORK DEVELOPMENT

CONSULTANT will plan and execute meetings with Advisory Committees (one for each subarea held back-to-back on the same day) to share preliminary economic findings (to be provided by EDC) and begin developing objectives for development, mobility and public space within each subarea. This may include review of overarching principles, key identified opportunities and some early framework elements for each subarea. CONSULTANT will develop graphics, diagrams, presentations and engagement exercises to facilitate discussion among Committee members.

Phase 2 Deliverables:

- Comprehensive Plan Assessment memo
- Issues and opportunities overview
- Preliminary guiding principles
- Advisory Committee meeting materials

PHASE 3 – CONCEPTUALIZE

TASK 3.1 – DRAFT SUBAREAS DESIGN FRAMEWORKS

In this task, CONSULTANT will develop a preliminary Design Framework for each subarea that addresses land use, urban design, mobility and other critical city building features. The Design Frameworks will serve as a baseline for the more detailed Draft Plan to follow and will likely include the following components:

- **Character Areas.** Mapping and description of design character areas and corresponding description of the physical design outcomes desired for each character area. This will establish objectives for site planning, building form, contextual design considerations and other similar redevelopment and placemaking considerations.
- **Land Use Framework.** Mapping and identification of targeted land uses for the subareas.
- **Mobility Network.** Framework level mobility network recommendations for all modes and integrated with the urban design elements described above. This will integrate priorities for pedestrians, bicycles, micro mobility, transit and vehicular circulation.
- **Gateways and Nodes.** Preliminary identification of any critical nodes, gateways or redevelopment opportunities within the subareas that may warrant special attention from a design perspective. This will also include direction for site design, building design, building orientation and other key design elements at these locations.
- **Street Types.** Preliminary mapping of “street types” that describes how development should interface and frame various types of public streets. This will establish objectives for the design of street level architecture, the space between buildings and public streets, landscape character along the street and other critical design components of private development that

contribute to streetscape character. Street Types would likely vary to some degree along different segments of each corridor and may also be assigned for nearby and intersecting streets.

TASK 3.2 – ADVISORY COMMITTEE MEETINGS (ROUND 3)

In this task, CONSULTANT will host a third round of Advisory Committee meetings (to be held back-to-back on the same day) to share the Design Frameworks described in Task 3.1 above. The details and format of this event will be refined in coordination with staff, but is anticipated to include presentations, question/answer, open discussion and targeted brainstorming/review exercises.

TASK 3.3 – FINAL CORRIDORS DESIGN FRAMEWORK

In this task, CONSULTANT will revise the Design Frameworks based on staff, Committee and public comments.

Phase 3 Deliverables:

- Draft Design Frameworks document
- Draft Design Frameworks materials and presentations
- Final Design Frameworks document

PHASE 4 – ANALYZE

TASK 4.1 – OPPORTUNITY SITES ANALYSIS

Based on the Framework developed in Phase 3, CONSULTANT will identify all major redevelopment sites in the two subareas and prioritize them based on their potential cumulative benefit to the community. Criteria is anticipated to include placemaking, catalytic potential and economic impacts, with the economic impacts analysis being provided by the Little Elm EDC.

Task 4.2 – SUBAREA SITE CONCEPTS

Based on the Opportunity Sites Analysis above and the Design Frameworks, CONSULTANT will prepare more detailed concept drawings for up to four key opportunity sites to be identified in coordination with the Town. These concepts will drill down to show conceptual but realistic implementation of the Design Frameworks on key sites through land use bubble diagrams, site plan sketches, and other illustrative material.

Task 4.3: SITE SPECIFIC FEASIBILITY ANALYSIS REVIEW

CONSULTANT will review site feasibility analysis as provided by the Little Elm EDC for two of the four catalytic sites identified above to determine feasibility of development and identify the potential need for the Town to support and facilitate such development. This task involves proforma analysis based on market factors. These factors will include market-based assumptions of land values, development and construction costs, rents, and operating expenses that contribute to project feasibility. If feasibility gaps exist, this analysis will identify options and strategies to address these gaps including public grants or incentives.

Phase 4 Deliverables:

- Opportunity Sites Analysis memo
- Subarea site concept drawings and illustrative material

PHASE 5 – REALIZE

TASK 5.1 – ECONOMIC AND REDEVELOPMENT STRATEGIES REVIEW

CONSULTANT will review economic and redevelopment strategies to be provided by Little Elm EDC for specific action steps to implement the emerging subarea objectives identified in previous phases. This will include review of an innovative implementation plan and a tailored economic “playbook” to guide Town initiatives. CONSULTANT will integrate this content in the Draft Plan identified in Task 6.1 below as determined in coordination with CLIENT.

TASK 5.2 – REGULATORY STRATEGIES

CONSULTANT will recommend specific regulatory strategies, incentives and processes to be rolled into the UDC preparation for the two subareas.

TASK 5.3 – PARTNERSHIP AND OTHER IMPLEMENTATION STRATEGIES

CONSULTANT will identify key partnerships that the Town should pursue in implementing the Design Frameworks.

TASK 5.4 – DRAFT AREA PLAN AMENDMENTS

CONSULTANT will assemble all recommendations completed in the above sections into concise area plan documents to be integrated into the comprehensive plan as amendments. These elements will be accompanied by any minor changes recommended for the existing Comprehensive Plan. The Area Plans will cover all key topics, including vision, urban design, land use, mobility, priority development areas, site concepts and implementation.

Task 5 Deliverables:

- Plan Implementation Framework and Recommendations
- Draft Area Plan Amendments

PHASE 6 – ADOPT

TASK 6.1 – ADVISORY COMMITTEES (ROUND 4) AND COMMUNITY OPEN HOUSE

CONSULTANT will prepare and execute an open house to share and receive feedback on the Draft Plan. It is anticipated that this will be primarily informational, but CONSULTANT will also include components that allow participants to interact with the Town and CONSULTANT and provide input.

TASK 6.2 – ADOPTION HEARINGS

CONSULTANT will participate in up to two adoption hearings for Plan adoption. This will include preparation and delivery of a presentation if desired by Town staff.

TASK 6.3 – FINAL ADOPTED AREA PLANS

CONSULTANT will provide electronic versions of all original files prepared by CONSULTANT related to preparation of the plan, including photo inventory, presentations, GIS shapefiles, and other graphic and document files.

Task 6 Deliverables:

- Adoption meeting presentation slides
- Final Adopted Plan Amendments and files

BASIS OF COMPENSATION – BASE SERVICES

The basis of compensation for the services below shall be as follows:

Base Scope of Work – CONSULTANT will provide labor and personnel to perform the base services outlined in *Exhibit A, Scope of Services* on a lump sum basis, not to exceed. Fees for services will be billed on a monthly basis, based on the percentage of work completed. Direct Costs shall include, but are not necessarily limited to expenses for supplies, transportation, equipment, travel, communication, printing of plans and specifications, presentation boards, graphic boards and similar incidentals.

- Phase 1: Initiate= \$30,000
- Phase 2: Envision = \$22,000
- Phase 3: Conceptualize = \$43,000
- Phase 4: Analyze = \$24,000
- Phase 5: Realize = \$39,000
- Phase 6: Adopt: \$20,000
- Direct Costs: = \$2,000

BASE COST = \$180,000

BASIS OF COMPENSATION – OPTIONAL SERVICES

ADDITIONAL OR CONTINUING SERVICES

During the course or at the conclusion of the PROJECT, CLIENT may wish to schedule more meetings, request further research, or otherwise engage CONSULTANT in additional work efforts or subsequent phases not anticipated at project initiation or as set out in *Exhibit A, Scope of Services*. Any such additional services shall be specifically authorized by the Town Council or other authorized CLIENT representative, and documented through a written amendment to *Exhibit A, Scope of Services*. This will include a corresponding modification to the maximum not-to-exceed amount set out in *Exhibit A, Basis of Compensation*, and, if necessary, the time of performance as set out in *Exhibit A, Project Schedule*.

Optional Scope of Work If authorized by CLIENT, CONSULTANT will provide additional labor and personnel to perform the following optional services on a lump sum basis, not to exceed. Fees for services will be billed on a monthly basis, based on the percentage of work completed.

- **Online Survey = \$5,000**
 - As an optional task, CONSULTANT will prepare and administer one online public survey during the planning process, including drafting the survey and social media flyer. CONSULTANT will host the survey through Survey Monkey or similar third-party platform. CLIENT will be responsible for advertising the survey through various channels, such as social media, a project website, and other media outreach tools. The survey results will be tabulated by CONSULTANT and incorporated into the plan as appropriate.
- **Online Engagement = \$5,000**
 - As an optional task, CONSULTANT will prepare an online engagement opportunity as an alternative method for residents to engage in the planning process. This would include a

pre-recorded presentation, input boards, and interactive activities for site visitors to participate in at their leisure.

- **Community Meeting = \$10,000**
 - As an optional task, CONSULTANT will prepare for and execute an in-person community meeting to share plan elements and obtain input from the public. This cost assumes that materials used for this meeting would be the same as those generated for the Advisory Committee meetings in the base scope.

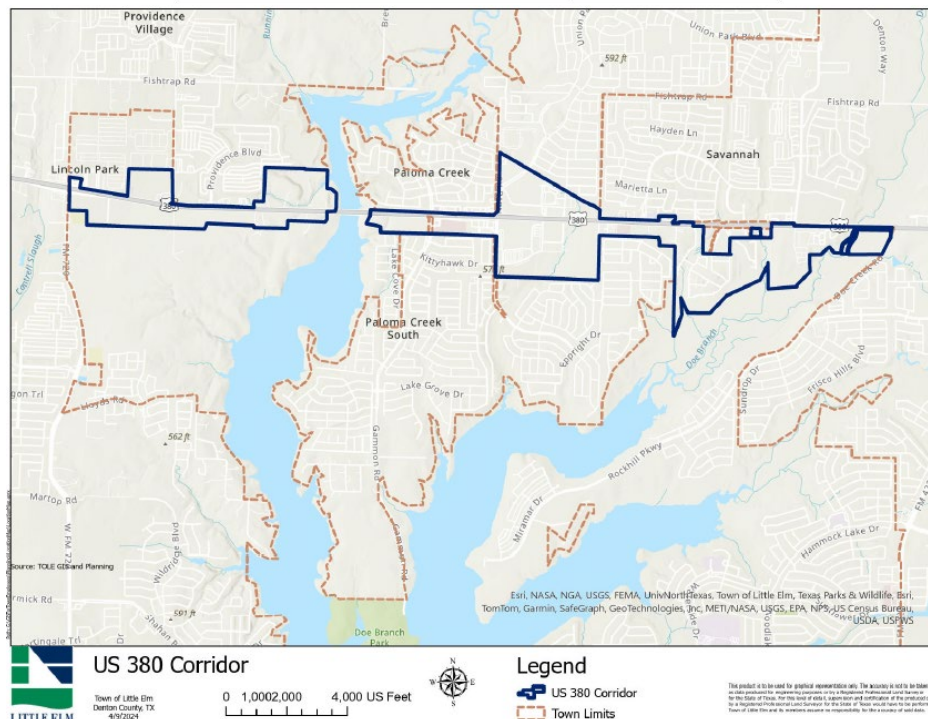
The estimated fees and direct costs established above shall be considered a lump sum fee and invoiced monthly based on percentage of services completed. CONSULTANT will not proceed with Optional Services unless written approval has been received from the CLIENT.

PROJECT SCHEDULE

CONSULTANT will work closely with the CLIENT on the PROJECT schedule. Phases 1-3 are anticipated to require approximately five (5) to six (6) months to complete. Phases 1-6 are anticipated to require approximately nine (9) to twelve (12) months to complete. Anticipated timelines may be subject to delays, depending upon agency review turnaround or delivery of work products to be provided by EDC.

PLANNING AREAS

The Planning Areas to be addressed within the Exhibit A, Scope of Services includes the subareas highlighted on the maps below.





Date: 04/16/2024
Agenda Item #: 5. E.
Department: Finance
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Jason Shroyer, Director of Public Works

AGENDA ITEM:

Consider Action to Award **Bid 2024-16 for Submersible Sewage Pump and Installation to Xylem Water Solutions, USA Inc. in the amount of \$63,500.**

DESCRIPTION:

The Wastewater Treatment Plant requires a replacement submersible sewage pump in the existing lift station wetwell. This is the main lift station for the wastewater treatment plant and where all the sewer from the Town of Little Elm flows to be properly treated before returning to the environment. The main lift station at the wastewater treatment plant at full capacity consists of four 75-horsepower pumps. At peak flows, the main lift station will have three pumps running simultaneously, requiring the need for a fourth pump in case of pump failure. This is a direct replacement of a pump that has failed requiring replacement to ensure operational viability.

Requests for Proposals (RFPs) were advertised in the local paper, posted on the Town's eprocurement system, and sent to two hundred forty-eight (248) contractors. One (1) offer was received, from Xylem Water Solutions, USA, and recommended for award.

BUDGET IMPACT:

Funding for this project has been identified in the Utility operating budget.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

2024-16 Evaluation
2024-16 Contract

Town of Little Elm
RFP 2024-16 Submersible Sewage Pump #2
Evaluation

Xylem Water Solutions, USA Inc.

Line #	Description	QTY	UOM	Unit	Extended
1	Furnishment of one (1) submersible sewage pump moto	1	LS	\$60,000.00	\$60,000.00
2	Turn-key installation	1	LS	\$3,500.00	\$3,500.00

\$63,500.00

EVALUATION		
Possible Points:		
25	References	25
40	Meets Specifications	40
20	Warranty	20
15	Price	15
100	Total Score:	100

**Town of Little Elm, Texas
Standard Contract for Services**

This Agreement is made by and between the Town of Little Elm, Texas, a Texas home-rule municipality (hereinafter referred to as the "Town") and [Xylem Water Solutions USA, Inc.](#) (hereinafter referred to as the "Provider") for [RFP 2024-16 Submersible Sewage Pump and Installation for Wastewater Treatment Plant](#), (hereinafter referred to as the "Project"). In consideration of the premises, covenants and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the Provider hereby agree as follows:

1. **EMPLOYMENT OF THE PROVIDER.** The Town agrees to retain the Provider for, and the Provider agrees to provide services relative to, the following Project: [RFP 2024-16 Submersible Sewage Pump and Installation for Wastewater Treatment Plant](#) (hereinafter also referred to as "Services") in accordance with the terms and conditions as set forth in this Agreement and in Exhibit A, attached hereto and incorporated herein by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in [Exhibit A](#). Deviations from the agreed-upon scope of work of such Services may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Provider agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Agreement and work is to commence immediately.
4. **CONTRACT PERIOD.** The contract period for this Agreement is for the duration of the project. All pricing is to remain firm during this contract period.
5. **COMPENSATION.** The Provider's total compensation for services to be performed and expenses to be incurred is specified in [Exhibit A](#), attached hereto and incorporated herein by reference.
6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within thirty (30) days after the Town's receipt of the invoice for the previous month's Services or as set forth in [Exhibit A](#).
7. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with Exhibit A. Invoices should be mailed to Accounts Payable, Town of Little Elm, 100 W. Eldorado, Little Elm, TX 75068, or emailed to accounts.payable@littleelm.org.
8. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Provider on account of unsatisfactory performance by the Provider. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and, if so used, will not be paid to the Provider.
9. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to the Provider.
10. **INSURANCE.** The Provider shall provide proof that it has obtained and will continue to maintain throughout the duration of this Agreement the insurance requirements set forth in Exhibit A. Failure to maintain the required insurance may result in immediate termination of this Agreement.
11. **INDEMNIFICATION.** THE PROVIDER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE TOWN, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITEES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY'S FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS,

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

12. **TRANSFER OF INTEREST.** Neither the Town nor the Provider may assign or transfer their interests in this Agreement without the prior written consent of the other Party. Such consent shall not be unreasonably withheld. This Agreement is binding on the Town, the Provider, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee or agent.
13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Provider shall make available to the Town for examination all of its records with respect to all matters covered by this Agreement, and will permit the Town to audit, examine and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to this Agreement.
14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Provider shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability or any other protected characteristic. The Provider shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, sex, national origin, disability or any other protected characteristic. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

The Provider agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each sub-Provider, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

The Provider shall keep records and submit reports concerning the racial and ethnic origin(s) of applicant employment and employees as the law may require.

15. **SECURITY BREACH NOTIFICATION.** Provider shall have policies and procedures in place for the effective management of Security Breaches, as defined below. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance Provider experiences or learns of that either compromises or could reasonably be expected to comprise Town data through unauthorized use, disclosure, or acquisition of Town data

("Security Breach"), Provider shall immediately notify Town of its discovery. After such notification, Provider shall, at its own expense, immediately: Investigate to determine the nature and extent of the Security Breach. Contain the incident by taking necessary action, including, but not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in security. Report to Town the nature of the Security Breach, the Town data used or disclosed, the person who made the unauthorized use or received the unauthorized disclosure, what Provider has done or will do to mitigate any harmful effect of the unauthorized use or disclosure, and the corrective action Provider has taken or will take to prevent future similar unauthorized use or disclosure.

16. **SECURITY BREACH DEFINED.** The unauthorized acquisition of or access to Customer Data by an unauthorized person that compromises the security, confidentiality, or integrity of Customer Data, including instances in which internal personnel access systems in excess of their rights or use systems inappropriately. "Security Breach" shall also be deemed to include any breach or security, confidentiality, or privacy as defined by any applicable law, rule regulation, or order.

15. **TERMINATION OF CONTRACT.** The Town may terminate this Agreement upon thirty (30) days written notice to the Provider, except in the event (i) the Provider is in breach of this Agreement, or (ii) the Provider fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, the Town shall notify the Provider and the Provider shall be given seven (7) days to cure such breach or failure to comply. Should the Provider fail to cure to the satisfaction of the Town, the Town may terminate this Agreement upon written notice as provided herein.

Furthermore, the Town retains the right to terminate this Agreement at the expiration of each Town budget period (September 30) during the term of this Agreement, even without prior notice as described in the preceding sentence.

In the event of any termination hereunder, the Provider consents to the Town's selection of another Provider to assist the Town in any way in completing the Services. The Provider further agrees to cooperate and provide any information requested by the Town in connection with the completion of the Services.

The Provider shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that the Provider shall receive a portion of fees and expenses permitted under this Agreement in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the Town of any remedies against the Provider that may be available under applicable law.

16. **PROVIDER'S REPRESENTATIONS.** The Provider hereby represents to the Town that the Provider is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required under this Agreement.
17. **TOWN APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to the Provider for additional work without the Town's written approval before such work begins.
18. **PERFORMANCE BY PROVIDER.** All Services provided by the Provider hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit A, and the Provider shall be responsible for all Services provided hereunder whether such services are provided directly by the Provider or by any sub-Providers hired by the Provider. The Provider shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. The Provider shall not utilize sub-Providers to perform Services without the Town's prior written consent.

19. **DAMAGE.** In all instances where Town property and/or equipment is damaged by the Provider's employees, a full report of the facts, extent of the damage and estimated impact on the Provider's schedule shall be submitted to the Town by 8:00 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Provider must notify Police Dispatch immediately. The Provider shall be fully liable for all damage to Town property or equipment caused by the Provider's officers, employees, agents or sub-Providers.
20. **TOWN OBJECTION TO PERSONNEL.** If at any time after entering into this Agreement, the Town has any reasonable objection to any of the Provider's personnel, or any personnel retained by the Provider, then the Provider shall promptly propose substitutes to whom the Town has no reasonable objection, and the Provider's compensation shall be equitably adjusted to reflect any difference in the Provider's costs occasioned by such substitution.
21. **COMPLIANCE WITH LAWS.** The Provider warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town are followed.
22. **NON-BINDING MEDIATION.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved informally by the Town and the Provider, the Town and the Provider agree to submit such disagreement to non-binding mediation before pursuing any other legal remedy.
23. **ENTIRE CONTRACT.** This Agreement together with Exhibit A and B, attached hereto and any other exhibit attached hereto contains the entire contract between the Town and the Provider concerning the Services for the Project. There will be no understandings or contracts other than those incorporated herein. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto. In the event of a conflict between an attachment to this Agreement and this Agreement, this Agreement shall control.
24. **MAILING ADDRESSES.** All notices and communications concerning this Agreement are to be mailed or delivered to the addresses shown below unless and until the other Party is otherwise notified in writing of a different address:

Town of Little Elm
Rebecca Hunter, CPPB
Purchasing Manager
100 W. Eldorado
Little Elm, TX 75068
rhunter@littleelm.org

Xylem Water Solutions USA, Inc.
Name:
Title:
Street Address:
City, State, Zip:
Email:

Any notices and communications required to be given in writing by one Party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand-delivered.

25. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in this Agreement for any reason is held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, 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 included.
26. **GOVERNING LAW.** The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the Parties hereunder, shall be governed by and construed in accordance with Texas law. Exclusive venue for any legal action concerning this Agreement shall be located in Denton County, Texas.

27. **COUNTERPARTS.** This Agreement may be signed in multiple counterparts, each of which shall be deemed to be an original.
28. **EFFECTIVE DATE.** This Agreement shall be effective once it is signed by the Town and the Provider, as indicated below.

EXECUTED in single or multiple originals, this _____ day of _____, 2024.

TOWN OF LITTLE ELM

Xylem Water Solutions USA, Inc.

Matt Mueller, Town Manager

Type/Print Name and Title



Date: 04/16/2024
Agenda Item #: 5. F.
Department: Public Works
Strategic Goal: Ensure excellence in public services while keeping up with the growth in the community
Staff Contact: Jason Shroyer, Director of Public Works

AGENDA ITEM:

Consider Action to Approve a **Professional Services Agreement with Signature Automation to Perform Construction Inspection Services and Supervisory Control And Data Acquisition (SCADA) Programming and Interfacing for the new SCADA Control System in the Amount of \$322,186.25.**

DESCRIPTION:

The Supervisory Control and Data Acquisition (SCADA) System plays a vital role in managing the town's water and wastewater infrastructure by providing remote monitoring and control capabilities. With the ability to oversee pumps at water and sewer stations and track water levels in storage tanks, the SCADA system ensures operational efficiency and timely response to any issues. However, having been installed in the early 2000s, the system is now facing challenges due to obsolescence in both its program and components.

These obsolescence issues have led to communication failures and difficulties in procuring repair parts, impacting the system's reliability and maintenance. As a solution, upgrades are necessary to replace the outdated operating system and critical control components. To address this, Signature Automation undertook the engineering design for upgrading our SCADA system. Following a competitive bidding process, construction services were awarded to Prime Controls on April 2, 2024.

Signature Automation has proposed an agreement to perform construction inspection services, working alongside Prime Controls during the installation phase. This arrangement aims to guarantee that all construction activities adhere strictly to the details outlined in the construction plans. As part of their role, Signature Automation will conduct thorough inspections to ensure the quality of hardware, installation procedures, and craftsmanship throughout the construction process.

Additionally, Signature Automation will take responsibility for quality assurance and quality control measures along with software integration. This involves not only inspecting the physical components but also providing software programming, conversion, and updating services. By doing so, they will establish the necessary user interface for staff members to effectively navigate within the system. This user interface will facilitate system oversight, monitoring, and necessary

adjustments, ensuring seamless operation and functionality. With these measures in place, we are poised to enhance operational efficiency, responsiveness, and reliability, ultimately serving the needs of our community with excellence.

BUDGET IMPACT:

Funds have been budgeted in the FY 2023-2024 Capital Improvement Program (CIP) in water and wastewater for a total of \$1.5 million and funded from the 2021 CO issuance of debt. Those funds were used for engineering design performed by Signature Automation, a construction bid awarded to Prime Controls, and will be used to provide construction inspection and programming services provided by Signature Automation. The entire project will be completed under the budgeted amount.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Signature Automation Scope and Fee

Professional Services Agreement - Signature Automation



EXHIBIT A

17950 Preston Road, Suite 300, Dallas, TX 75252
Phone: 469-619-1241 | Fax: 469-619-1242

April 5, 2024

Cody Collier
Town of Little Elm Public Works Department
1600 Mark Tree Lane
Little Elm, TX 75068

Subject: Town of Little Elm – Phase I – SCADA Improvements Construction and Programming Scope of Services

Dear Cody:

Signature Automation, LLC is pleased to provide our scope of work to The Town of Little Elm (Town) to provide SCADA Improvements construction and programming services for the Water and Wastewater systems in the Town, as described below.

The scope of work included herein details our approach to executing this project.

Scope of Work – Engineering Services

Task 1.0 – Project Setup and Workshops

This work is included within the Construction and SCADA Programming Services and consists of clerical, accounting, coordination and supervision of the internal project team, and overall quality management so that the project milestones and deliverables meet schedule and budgetary constraints. To keep Town apprised of our work on the project, all invoices shall include a progress report detailing work completed during the previous reporting period; anticipated work during the next reporting period; and a list of any outstanding items that are awaiting resolution. The initial invoice will include the costs for mobilization to cover the preparatory planning, coordination, scheduling, and accounting required to initiate the work. The anticipated construction duration for the project is 12 months.

Signature Automation will support ENGINEER's efforts during the construction phase by overseeing execution of the Division 40 Process Control System Integrator's general work. This includes attendance at the following:

DELIVERABLES

- Progress reports and invoicing.
- Preconstruction Meeting (1 person, One 1-hour meeting, in-person)
- Construction Progress Meetings (2 person, Eight 1-hour meetings, virtual)
- Meeting agendas and meeting minutes for progress meetings.

Task 2.0 – Construction Services

Signature Automation will provide the Construction Services to support the Electrical and I&C construction for the Phase I – SCADA Improvements Construction Phase. This proposal does not include Contractor I&C Change Order Preparation for Owner requested changes or the review of Contractor Pay applications. Preparation of Owner requested changes can be provided at an additional cost. Signature Automation is not including onsite resident inspection services for this project beyond the walkthrough site visits included in this proposal. Additional inspection services can be provided at an additional cost.

DELIVERABLES

- Substantial Completion Site Walkthroughs (2 person, Ten 2-hour site visits)
- Inspection punchlist of deficiency items
- Final Completion Site Walkthroughs (2 person, Ten 2-hour site visits)
- Review Contractor Submittals and submit review forms
- Review Contractor RFI's and submit review forms

Task 3.0 – As-Built Drawings

Signature Automation will provide the Electrical and I&C related as-built plans to support the modification made in the field as indicated by Contractor redline markups provided to the Engineer.

DELIVERABLES

- As-built Drawings

Scope of Work - Programming Services**Task 1.0 – Project Management**

This task consists of clerical, accounting, coordination and supervision of the project team, and overall quality management so that the project milestones and deliverables meet schedule and budgetary constraints. To keep you apprised of our work on the project, all invoices shall include a progress report detailing work completed during the previous reporting period; anticipated work during the next reporting period; and a list of any outstanding items that are awaiting resolution. The initial invoice will include the costs for mobilization to cover the preparatory planning, coordination, scheduling, and accounting required to initiate the work.

DELIVERABLES

- Progress Reports and Invoicing

Task 2.0 – Meetings/Workshops

Signature Automation will attend one Project kickoff meeting and one PCSI Coordination meeting in person. The other two PCSI coordination meetings will be attended remotely. Signature automation will also hold 2 workshops at the facility to review modified graphics and the new control narratives. After the initial project kickoff meeting Signature automation will go to the different sites to retrieve information necessary to complete narratives and PLC programming.

- Graphic Displays Workshop – This 4-hour workshop will be conducted to discuss final display layouts and answer questions pertaining to graphic display changes. During the workshop, Signature Automation shall lead discussions to finalize displays. This shall allow Owner an opportunity to confirm the information can be displayed as requested and to make adjustments. Signature Automation will furnish draft process graphics to workshop attendees at least one week prior to scheduled workshop date.
- Control Narrative Workshops – This 4-hour workshop will be conducted to discuss and review PLC control narratives and the findings from review and development of PLC programming migration to the new hardware platforms. During these workshops, Signature Automation shall lead discussions to finalize control narrative modifications. This shall allow Owner an opportunity to confirm information and make adjustments. Signature Automation will furnish draft control narratives to workshop attendees at least one week prior to scheduled workshop date.
- Historical Data and Reports Workshop – During this 4-hour workshop, Signature Automation shall lead discussions to review existing historical databases and custom reports and gather information towards any additional reports needed. This meeting shall allow Owner/Engineer an opportunity to confirm the approach to migration of the existing historian systems and provide details for additional reports.

DELIVERABLES

- Meeting Minutes
- Latest copies of all programs

Task 3.0 – Submittals

Signature Automation will provide submittals throughout the duration of the project for review and concurrence that the work is proceeding as intended. The submittals listed below will be provided.

- I/O List Submittal – Signature Automation will work the PCSI to generate a detailed I/O list using the I/O list template. The submittal will include database tag name, description, PLC and HMI address for each PLC being modified.
- Detailed Control Narratives Submittal – Signature Automation will provide the detailed control narratives submittal which will include all control strategies to be migrated and modified with brief description of the scope, listing of inputs, narrative of strategy, assumptions, and failure contingencies.
- Process Graphics Submittal – Signature Automation will provide the process graphics submittal which will include all proposed graphic displays, examples of each type of popup, and examples of trends.
- Testing Plan Submittal – Signature Automation will develop a testing plan providing test strategies for PLC, HMI and communications for the new hardware and software changes.

- Historical Data Submittal – Signature Automation will provide the historical data submittal which will include listing of all signals to be collected and stored and copies of the reports which may require modification.

DELIVERABLES

- I/O List Submittal (1 electronic copy)
- Detailed Control Narratives (1 electronic copy)
- Process Graphics Submittal (1 electronic copy)
- Testing Plan Submittal (1 electronic copy)
- Historical Data Submittal (1 electronic copy)

Task 4.0 – Graphics Development

Signature Automation will use existing graphics and Facility standards and conventions as the basis for merging and developing and updating the process graphics on the control system for menus, navigation links, alarm banners and summaries, trends, and overview screens. The event logger and historical archive will also be updated as necessary to show the new inputs, alarms, and calculated values.

Signature Automation will modify the existing Central SCADA HMI to poll the new PLCs for the new and existing monitored and controlled inputs. Communication status between the HMI and remote lift station will be determined with a watch dog timer to generate and alarm on the SCADA if communication fails.

DELIVERABLES

- Source files of original and modified HMI system

Task 5.0 – SCADA Programming and Historian

Signature Automation will program the new lift station SCADA PLCs to provide for the remote monitoring of the station status signals and new controls in some locations. All monitoring inputs to the PLC will be hardwired between the vendor local control panels and the SCADA PLC.

Signature Automation will configure the new Historian database, alarm/event software, and modify existing reports based on information gathered during the historical data workshop.

DELIVERABLES

- Electronic source file of completed SCADA PLC programs.

Task 6.0 – System Testing and Startup

Signature Automation will test the programming and equipment being supplied for this project throughout the development of the SCADA PLCs. The tests described below will be supported or performed by Signature Automation. Unless otherwise specified, one Signature Automation design or programming resource will be provided for these activities.

- Unwitnessed Factory Test (UFT) - Unwitnessed Factory test at Signature Automations offices.
- System Integration Test (SIT) – (1/2 day per site) One programming and one technician resource on site at PCSI to confirm correct operation of SCADA system before installation with PCSI.
- Witnessed Factory Testing (WFT) – (2-3 hr. per site) Witnessed testing. One programming and one technician resource on site at PCSI to confirm correct operation of SCADA system before installation with PCSI and Facility.
- Operational Readiness Test (ORT) – (1/2 day per site) One programming and one technician resource for onsite loop checks after final terminations and calibrations made before start-up.
- Functional Demonstration Test (FDT) – (1/2 day per site) to verify system is tuned and performing as designed.
- 30-day Acceptance Test – (on call for 30 days)

DELIVERABLES

- Copies of System Integration Test Sign Off Sheets
- Copies of Witnessed Site Acceptance Test Sign Off Sheets
- Copies of Operational Readiness Test Sign Off Sheets
- Copies of Functional Demonstration Test Sign Off Sheets

Task 7 - Documentation

Signature Automation will create a new operations and maintenance manual (O&M Manual) for the SCADA controls for the new lift station.

DELIVERABLES

Task 8 - Training

Signature Automation will provide control system operator and maintenance training for the HMI, and PLC changes provided within this project. Training Assumes a 1-hour course at the facility to review modifications and new pump controls available to the facility.

DELIVERABLES

- Training Outline.

Clarifications

For the purposes of developing the costs associated with this effort, Signature Automation has assumed the following:

- 1. Signature Automation is not procuring any bonding for this project.**
- 2. Signature Automation will not be responsible for liquidated damages.**
3. Purchase, build and site installation of the PLC panel and instruments will be by others.
4. Signature Automation is not responsible for delays due to negligence, non-performance, unanticipated slippage of delivery dates caused by others.

5. Signature Automation is not responsible for problems associated with any third-party software (HMI, OIT, PLC, drivers, operating system, etc.)
6. Signature Automation is not responsible for communication equipment or radio configuration with the Central SCADA system.
7. Signature Automation will use our licenses of development software to program the PLC and modify the HMI. All files developed by Signature Automation required for runtime of these applications will be the property of the Owner. No further licenses will be provided to the Owner by Signature Automation.

Costs and Terms

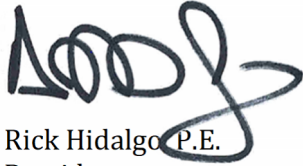
Signature Automation proposes to complete this assignment on a lump sum basis for the total fee of \$322,186.25 as itemized below. Signature Automation will perform the above scope of work in accordance with mutually acceptable terms and conditions. The following table is a cost breakdown of all tasks included in this proposal:

Overall Schedule of Values - Construction Services		
Task	Description	Amount
1.0	Project Setup and Workshops	\$13,240.00
2.0	Construction Services	\$61,685.00
3.0	As-Built Drawings	\$3,320.00
Total Professional Construction Services		\$78,245.00

Overall Schedule of Values - Programming Services		
Task	Description	Amount
1.0	Project Management	\$20,970.00
2.0	Meetings/Workshops	\$17,400.00
3.0	Submittals	\$31,460.00
4.0	Graphics Development	\$39,633.75
5.0	SCADA Programming	\$57,750.00
6.0	System Testing and Startup	\$68,917.50
7.0	Final Documentation	\$6,610.00
8.0	Training	\$1,200.00
Total Professional Programming Services		\$243,941.25

Thank you for considering Signature Automation for this critical assignment. Please feel free to call me at your convenience should you have any questions regarding this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rick Hidalgo', with a stylized flourish at the end.

Rick Hidalgo P.E.
President
Signature Automation, LLC

cc: Andy Paulson, P.E. – Signature Automation
Cristina Cava – Signature Automation
Anthony Scudieri, P.E. – Signature Automation

Town of Little Elm, Texas

Professional Services Agreement

This Agreement is made by and between the Town of Little Elm, Texas, a Texas home-rule municipality (hereinafter referred to as the "Owner") and [Signature Automation, LLC](#), (hereinafter referred to as the "Consultant") for Construction and Engineering Services for the Water and Wastewater System SCADA Improvement Design Phase I, (hereinafter referred to as the "Project"). In consideration of the premises, covenants and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Consultant hereby agree as follows:

ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

1.1 THE CONTRACT

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

1.2. THE CONTRACT DOCUMENTS

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

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

ARTICLE 2: RECITALS

- 2.1 The Town desires to have the Consultant develop the program and provide necessary services to develop the same ("PROJECT"); and
- 2.2 The Consultant has the knowledge, ability and expertise to provide such services; and
- 2.3 The Town desires to engage the services of Consultant, as an independent Consultant and not as an employee, to provide services as set forth herein and in Exhibit A: Scope of Services which is attached hereto and incorporated herein.

ARTICLE 3: TERM / TERMINATION

3.1 TERM

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

3.2 TERMINATION

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

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

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

ARTICLE 4: SCOPE OF SERVICES

4.1 SCOPE

The following services, when authorized in writing by a Notice to Proceed from the Town, shall be performed by Consultant in accordance with the Town's requirements and as set forth in the attached Exhibit A, Scope of Services:

Construction phase services for the Project, which includes the following:

- Engineering Services during construction of the Project.
- Submittal and RFI review for all items required under the Project scope.
- Programming services to program the site PLCs and modify the main HMI system to include the new signals and controls for the sites under this Project.
- Final as-built record drawings

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

4.2 AUTHORIZED AGENT

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

ARTICLE 5: COMPENSATION / PAYMENT TERMS AND CONDITIONS

5.1 Compensation for the performance of Professional Services described herein shall be paid to Consultant by the Town in a total amount not to exceed **Three hundred and twenty-two thousand one hundred eighty-six** dollars and twenty-five cents (\$322,186.25) which shall accrue and be payable as provided in Sections 5.1 and 5.2 hereof.

5.2 Work will be performed as set forth in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference, or as otherwise provided in negotiated fee schedules approved within this Agreement, if any.

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

ARTICLE 6: TIME FOR COMPLETION

6.1 The Consultant's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Assigned Project(s) through completion of the project(s). Specific periods of time for rendering services are set forth in the Scope of Services to this Agreement, by which times defined services are to be completed.

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

ARTICLE 7: INDEMNIFICATION

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

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

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

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

ARTICLE 8: INSURANCE

8.1 Insurance

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

ARTICLE 9: DEFAULT

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

- (a) Terminate this Agreement and be relieved of the payment of any further consideration to Consultant except for all work determined by the Town to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Consultant to and from meetings called by the Town at which Consultant is required to attend, but shall not include any loss of profit of Consultant. In the event of such termination, the Town may proceed to complete the services in any manner

deemed proper by the Town, either by the use of its own forces or by resubmitting to others. Consultant agrees that any costs incurred to complete the services herein provided for may be deducted and paid by the Town out of such monies as may be due or that may thereafter become due to Consultant under and by virtue of this Agreement.

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

ARTICLE 10: MISCELLANEOUS

10.1 Reuse of Documents:

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

10.2 Entire Agreement.

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

10.3 Assignment.

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

10.4 Adjustments in Services/Amendment.

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

10.5 Governing law.

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

10.6 Notices.

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

Town of Little Elm

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

Firm Name

Rick Hidalgo, P.E., President/CEO
17950 Preston Road, Suite 300
Dallas, TX 75252
469-619-1241
hjhidalgo@prime-control.com

10.7 Legal construction.

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

10.8 Successors and Assigns.

- (a) The Town and Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of Town and Consultant are hereby bound to the other Party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other Party in respect of all covenants and obligations of this Agreement.
- (b) Neither the Town nor the Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other Party, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- (c) Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Consultant, subcontractor, supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than the Town and the Consultant.

10.9 Conflict.

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

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

10.10 Severability

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

10.11 Captions

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

10.12 Counterparts

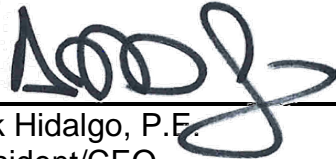
This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this the ____ day of _____, 2024.

TOWN OF LITTLE ELM

CONSULTANT

Matt Mueller, Town Manager



Rick Hidalgo, P.E.
President/CEO
Signature Automation, LLC

Exhibit A: Scope of Services



Date: 04/16/2024
Agenda Item #: 5. G.
Department: Finance
Strategic Goal: Provide a safe and welcoming environment for Little Elm residents and visitors
Staff Contact: Chad Hyde, Director of Community Services

AGENDA ITEM:

Consider Action to Award **Bid 2024-15 for Walker Median Bed Improvements to Haven Landscaping and Irrigation, in the estimated amount of \$50,015.**

DESCRIPTION:

Staff requested bids for median island bed demolition and upgrades along Walker Lane. The median upgrades are to improve the visual aesthetic by adding rock beds to each of the noses at each intersection. These improvements include all medians beginning at Eldorado and ending at Hart Road along Walker Lane. The same rock pattern will be incorporated to match existing rock throughout the Town, as well as mossy rock boulders and re-routed irrigation.

Bid 2024-15 was advertised in the local newspaper and posted on the Town's eProcurement system. Two (2) suppliers responded, with the lowest offer submitted by Haven Landscaping and Irrigation, Inc., of Little Elm, TX.

BUDGET IMPACT:

Funding has been identified in the Landscape Fund.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

2024-15 Tabulation

Town of Little Elm
Bid 2024-15 Walker Median Bed Upgrades

				Haven Landscaping and Irrigation, Inc.		Pace Construction Services	
				Little Elm, TX		Melissa, TX	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Demolition	22	EA	\$250.00	\$5,500.00	\$600.00	\$13,200.00
2	Materials - sheeting	1	LS	\$2,250.00	\$2,250.00	\$5,600.00	\$5,600.00
3	Materials - River Rock	1	LS	\$33,000.00	\$33,000.00	\$32,000.00	\$32,000.00
4	Materials -Moss Rock Boulders	11	EA	\$165.00	\$1,815.00	\$200.00	\$2,200.00
5	Labor	1	LS	\$7,450.00	\$7,450.00	\$35,000.00	\$35,000.00
Total:				\$50,015.00		\$88,000.00	



Date: 04/16/2024
Agenda Item #: 5. H.
Department: Development Services
Strategic Goal: Maximize community recreation and leisure activities
Staff Contact: Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Approve an **Escrow Agreement between the Town of Little Elm and Cottonwood Creek Marina, Inc. regarding improvements to Cottonwood Park.**

DESCRIPTION:

The Cottonwood Park Project is located at the southern end of Lobo Lane, near the existing Cottonwood Creek Marina. The project is currently under construction and includes amenities such as pavilion structures, expanded shoreline activities (playground, picnic and lawn game areas), walking trails, parking areas, and restrooms. The project also includes upgrades to the Cottonwood Creek Marina's boat trailer storage area, located within the existing lease area of Cottonwood Park. The improvements include concrete and flex base surfacing, fencing with wind screening, and landscaping. This proposed escrow agreement provides the mechanism to receive reimbursements from the Marina for the costs associated with these improvements that are part of the overall construction contract for Cottonwood Park.

BUDGET IMPACT:

Funding is provided by the Marina as part of the agreement and will be credited back to the Capital Improvement Project fund as reimbursements are received. The total initial reimbursement amount is \$502,344.27 and is payable in three increments throughout the course of the project.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Proposed Escrow Agreement
Improvements Exhibit
Improvement Cost Exhibit
Cottonwood Park Master Plan

ESCROW AGREEMENT – COTTONWOOD CREEK MARINA

THIS ESCROW AGREEMENT – COTTONWOOD CREEK MARINA (“**Agreement**”) is executed as of _____, 2024 (“**Effective Date**”), between Cottonwood Creek Marina, Inc. (“**Marina**”), and **THE TOWN OF LITTLE ELM, TEXAS** (“**Town**”). Marina and the Town are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

A. The Town has undertaken a construction project for Cottonwood Park and has engaged AUI as the contractor for the project.

B. As part of the project, certain improvements are being made to Cottonwood Creek Marina, for which it has been determined that Marina should bear the costs of such improvements.

C. The improvements are generally shown on the attached exhibit and include earthwork and grading, paving, construction materials testing, landscaping, and fencing.

D. The Town has agreed to undertake these improvements as part of the Town’s contract with AUI, provided that Marina escrows, in advance, the initial funding for such improvements with the Town.

E. The Town agrees to escrow such funding, which has been determined to be \$502,344.27, pursuant to the terms and conditions of this Agreement, which escrowed funds will be used to pay AUI for the improvements which will benefit the Cottonwood Creek Marina.

F. In connection with the Town’s agreement with AUI for AUI to construct and complete the improvements to Cottonwood Creek Marina, Marina agrees to escrow the initial sum of \$502,344.27 (“**Escrow Funds**”), and which Escrow Funds are to be deposited with and held and disbursed by the Town in accordance with the terms and conditions hereof.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants of the Parties set forth herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. **Town to Serve as Escrow Agent.** Marina hereby appoints, and consents to, the Town as the Escrow Agent to hold and disburse the Escrow Funds in accordance with the terms of this Agreement.

2. **Improvements to Cottonwood Creek Marina.** The Parties agree that the improvements generally described in the attached exhibit, which improvements are part of the Town’s overall construction agreement with AUI for improvements to Cottonwood Park, shall be funded through the Escrow Funds.

3. **Delivery of Funds to Escrow Agent.** Within five (5) days after execution of this Agreement, Marina shall deliver the first deposit of Escrow Funds, in immediately available funds, to the Town. Upon receipt of the Escrow Funds, the Town shall hold the Escrow Funds on behalf of Marina under the terms of this Agreement and disburse the Escrow Funds as provided herein. Future deposits of Escrow Funds shall be made according to the following schedule:

- (a) \$200,000 – First Deposit
- (b) \$200,000 – due by June 30, 2024

(c) Remaining Balance – due by September 30, 2024

4. **Investment of Escrow Funds.** The Town shall hold and maintain all cash funds comprising the Escrow Funds in an FDIC-insured deposit account (“**Escrow Account**”) established and maintained by Escrow Agent. All earnings and interest from the Escrow Funds shall be retained by the Town in consideration of the Town’s agreement to act as Escrow Agent.

5. **Construction of Improvements.** The Town shall (subject to withdrawals and disbursements of the Escrow Funds as provided hereunder) construct the improvements in substantial accordance with the attached exhibit and in compliance with all applicable laws and any requirements of the Town. The improvements shall be completed on or before December 30, 2024, or as otherwise agreed to according to the contractor’s construction schedule. For purposes of this Agreement, the improvements shall be deemed completed when the improvements have been accepted by the Town and Marina. Upon completion of the improvements, any remaining Escrow Funds shall be released to Marina within 60 days.

6. **Grant of Easements.** Marina agrees to grant to the Town any and all easements, rights of entry, and permissions requested by the Town for the performance by the Town of the construction of the improvements.

7. **Additional Funds.** In the event that the cost to construct the improvements should exceed the Escrow Funds, then Marina shall be responsible for funding 100% of any and all additional amounts necessary to complete the improvements. The amount of such funds will be determined through contract change orders with AUI approved by the Town and Marina, with Marina to fund such additional amounts within 30 days of the approval of the change order amount.

8. **Changes to the Scope of the Improvements.** The Town, with the consent of Marina, reserve the right to approve, modify, or disapprove of any proposed changes to the scope of the improvements.

9. **Disbursement of Escrow Funds by the Town.**

(a) The Town agrees to disburse the Escrow Funds on a monthly basis to AUI.

(b) Marina shall have the right to review and approve/comment on AUI contract pay applications that include work applicable to Cottonwood Creek Marina within 10 days of receipt of such pay applications.

(c) The Town is hereby authorized and instructed to deliver sums out of the Escrow Funds from time to time to AUI to pay the construction costs for the improvements.

10. **Termination of Agreement.** This Agreement shall automatically terminate without any further action or notice by any Party three (3) months after completion of the improvements and all payments have been received and processed.

11. **Governing Law.** This Agreement is being delivered and is intended to be performed in the State of Texas and shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the State of Texas without regard for conflicts of laws principles. Venue for any legal action brought hereunder shall lie in Denton County, Texas.

12. **Governmental Powers; Waivers of Immunity.** By execution of this Agreement, the Town does not waive or surrender any of its governmental powers, immunities, or rights. The Parties specifically agree that this Agreement does not constitute a contract for goods or services under Chapter 271 of the Texas Local Government Code. Nothing in this Agreement shall be construed as creating or

giving rise to any rights in any third parties or any persons other than the Parties hereto. Nothing in this Agreement is intended to delegate or impair the performance by the Town of its governmental functions.

13. **General.** Unless otherwise provided in this Agreement, the term “**days**” means calendar days. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings, written and oral with respect to the subject matter hereof. No Party has relied on any representations or agreements of any other, except as specifically set forth in this Agreement. Except as expressly provided herein, this Agreement or any provision hereof may be terminated, amended or modified only by written instrument duly signed by the Parties. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective heirs, devisees, executors, administrators, personal representatives, successors, trustees, receivers and permitted assigns. This Agreement is for the sole and exclusive benefit of the Parties and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person or entity any rights, remedies or any other types of benefits. Except as expressly provided herein, this Agreement may not be assigned by any Party without the written consent of the other Parties and any attempted assignment without such written consent shall be null and void and without legal effect. The person executing this Agreement on behalf of the applicable Party has the requisite power and authority to enter into this Agreement and to take any action on behalf of such Party in connection with the transactions contemplated hereby. If any provision of this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

[Signature Page Follows]

EXECUTED effective as of the Effective Date.

_____:

By: _____

Name: _____

Title: _____

LITTLE ELM:

THE TOWN OF LITTLE ELM

By: _____

Name: Matt Mueller

Title: Town Manager

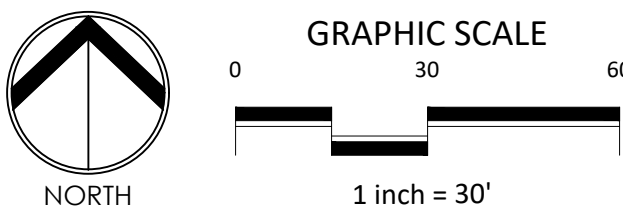
EXHIBIT "A"
Improvements Exhibit

LEGEND

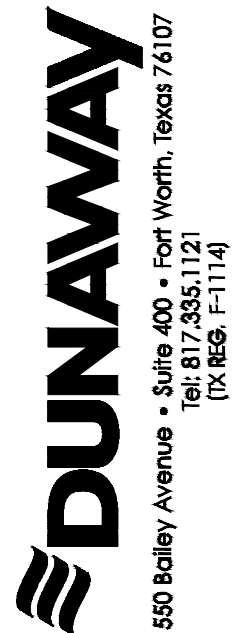
EXISTING FENCE LINE	
EXISTING OVERHEAD ELECTRIC	
TRAIL CENTERLINE	
FIRE LANE STRIPING	
EXISTING CONCRETE CURB	
FLOWAGE EASEMENT	
TEMPORARY BENCHMARK LOCATION (TBM)	
EXISTING TREE TO REMAIN	

CONSTRUCTION KEY

SYM.	KEY	DESCRIPTION	DETAIL NO.	DETAIL SHEET:
	1	PEDESTRIAN CONCRETE PAVING	A	L3.01
	2	ENHANCED CONCRETE PAVEMENT	B	L3.01
	3	CONTROL JOINT	C	L3.01
	4	EXPANSION JOINT	D	L3.01
	5	VEHICULAR CONCRETE PAVING	E	L3.01
	6	GRAVEL PARKING SURFACE	F	L3.01
	7	STABILIZED DECOMPOSED GRANITE	G	L3.01
	8	CONCRETE STEPS WITH HANDRAIL	A	L3.02
	9	VEHICULAR CULVERT	REF. C4.03	
	10	ACCESSIBLE PARKING	A & C	L3.03
	11	VEHICULAR STRIPING	B	L3.03
	12	PRECAST CONCRETE WHEEL STOP	D	L3.03
	13	CROSSWALK	E	L3.03
	14	PERFORMANCE PAVILION	A	L3.06
	15	GROUP PAVILION	B	L3.06
	16	DAY USE SHELTER	C	L3.06
	17	FLOATING DOCK/KAYAK LAUNCH	F	L3.04
	18	BOARDWALK	B	L3.07
	19	LOW COLUMN	A	L3.08
	20	SPLIT RAIL FENCE	A	L3.09
	21	VEHICULAR CHAIN-LINK SWINGING GATE	B	L3.09
	22	8' HT. CHAIN-LINK SCREEN FENCE	C	L3.09
	23	STACKED RETAINING WALL	D	L3.09
	24	VEHICULAR PIPE RAIL GATE	E	L3.09
	25	BENCH	REF. SPEC	
	26	BIKE RACK	REF. SPEC	
	27	LITTER RECEPTACLE	REF. SPEC	
	28	ART PEDESTAL	NA	NA
	29	LIGHT POLE	REF. ELECTRICAL	
	30	PICNIC TABLE	REF. SPEC	
	31	DECORATIVE BOULDER	A	L4.09
	32	RAILING AT KAYAK LAUNCH	D	L3.05
	33	PERMATRAK BOARDWALK	ALTERNATE BID #1	
	34	HAMMOCK POST	D	L3.06



LAYOUT PLAN - AREA 1

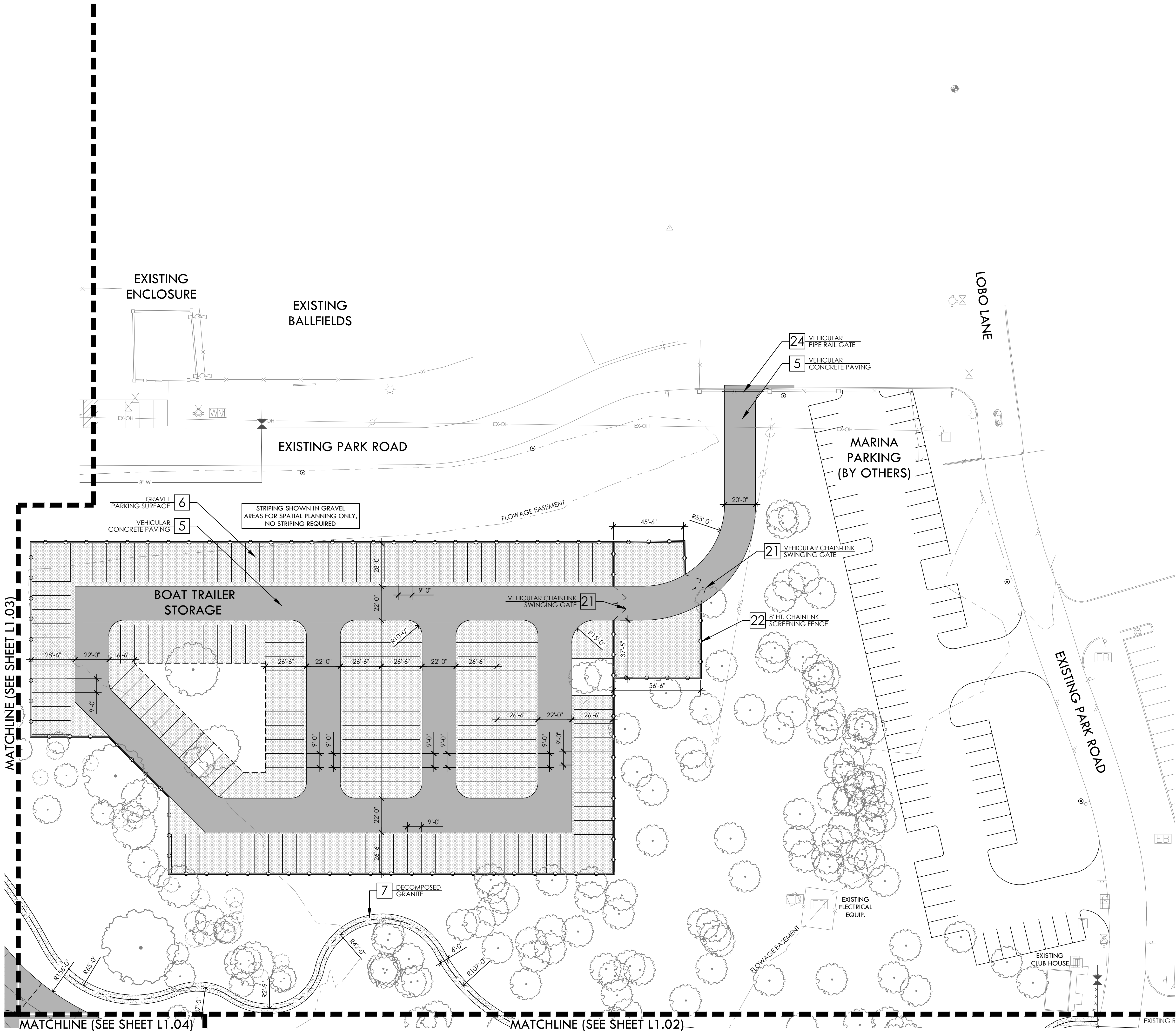


COTTONWOOD PARK
PHASE 1 IMPROVEMENTS
LITTLE ELM, TX 75068



JOB NO.	3079.002
DESIGNED BY:	AGB
DRAWN BY:	APL
CHECKED BY:	EMC
DATE:	NOVEMBER 11, 2022

SHEET:
L1.01



Cottonwood Park Phase 1 Summary of Contract Modifications Marina Items

[illegible]



Cottonwood Park Master Plan

Town of Little Elm Parks & Recreation Department

Final Master Plan

May 9, 2019

 DUNAWAY



Date: 04/16/2024
Agenda Item #: 5. I.
Department: Development Services
Strategic Goal: Maximize community recreation and leisure activities
Staff Contact: Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Approve the **Final Acceptance of The Lawn at The Lakefront Project.**

DESCRIPTION:

In September 2022, Town Council approved a construction contract with AUI Partners, LLC to complete the Lawn at The Lakefront Project, located on Main Street near the recently opened family entertainment venue. The project included an open space lawn area, a playground, outdoor seating, performance pavilion with video wall, as well as landscaping and lighting. Construction of the initial project items has been completed and town staff has received all final closeout documents related to these improvements. Some improvements added to the project, including a large placemaking sign and decorative crosswalk striping, are still under construction and will be closed out upon their completion. The contractor has requested to partially finalize the contract for the initial project elements in order to close out their existing sub-contracts with other vendors.

BUDGET IMPACT:

Funding for the project was allocated within the capital improvement program budget. Upon completion of the remaining project items, the final retainage amount will be paid to the contractor.

\$	3,775,605.00	Original Contract Amount
\$	(37,637.25)	Approved Change Orders
\$	3,737,967.75	Current Contract Amount
\$	186,898.39	Current Retainage Payable (5%)

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Final Pay Application
Project Exhibit



9800 Hillwood Parkway, Suite 160
Fort Worth, Texas 76177
P 817.926.4377
F 817.926.4387

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

PROJECT NAME: THE LAWN AT LAKEFRONT

APPLICATION FOR PAYMENT: 221217-015

PERIOD END DATE: 1/31/2024

JOB NO: 221217

On receipt by the signer of this document of a check from the TOWN OF LITTLE ELM in the sum SEVENTEEN THOUSAND SEVEN HUNDRED TWENTY-SIX DOLLARS AND EIGHTY-FIVE CENTS (\$17,726.85) payable to AUI PARTNERS, LLC and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of THE LAWN AT LAKEFRONT located at 125 MAIN, LITTLE ELM, TX to the following extent: PARK CONSTRUCTION.

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to the TOWN OF LITTLE ELM as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished as briefly described below.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

February 2, 2024

AUI PARTNERS, LLC.

By: 

President

Attachment: Progress Billing thru Conditional Waiver Period End Date



TOWN OF LITTLE ELM PAYMENT APPLICATION

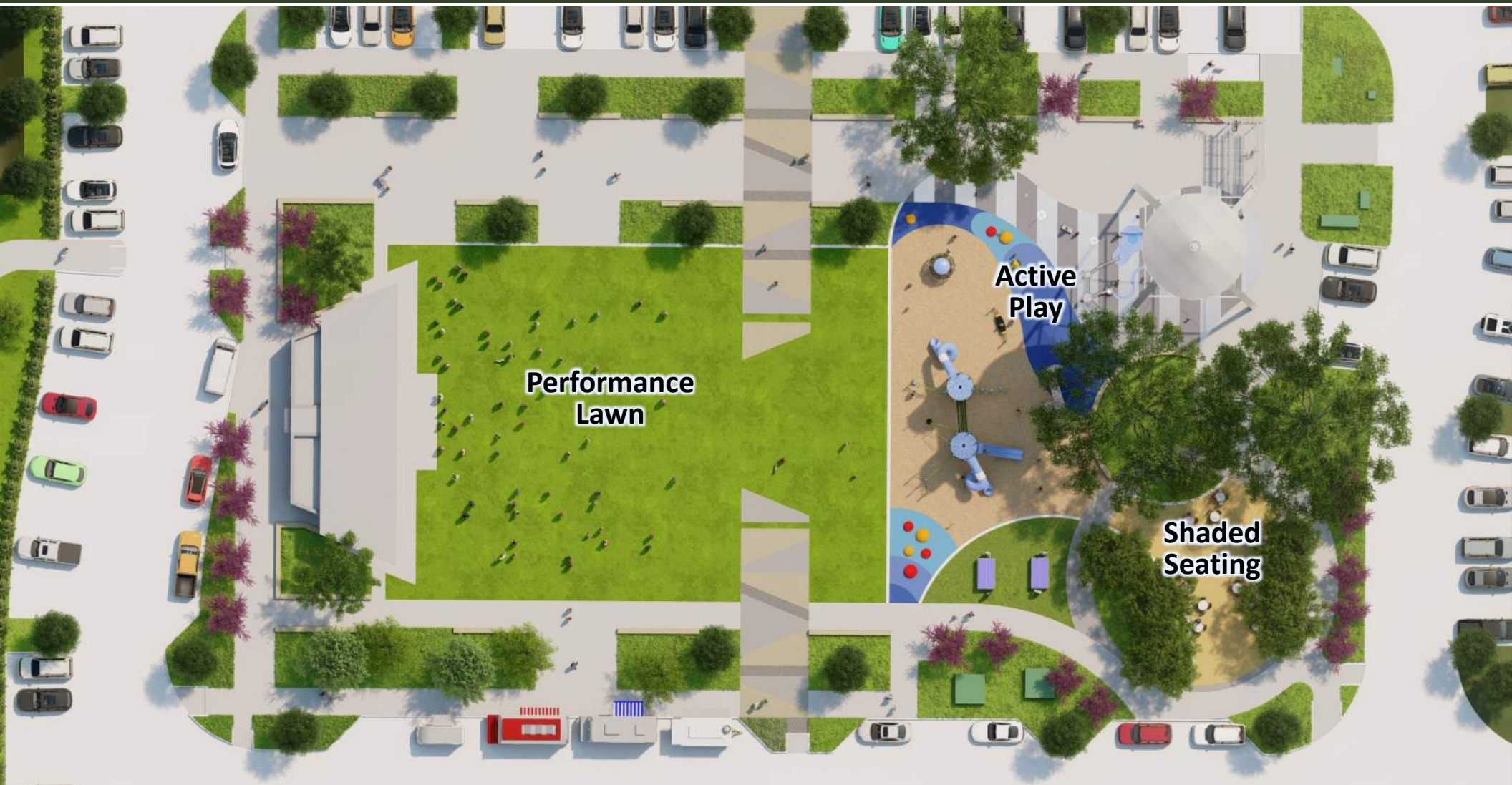
<div>PROJECT: <u>The Lawn at Lakefront</u></div> <div>CONTRACTOR: <u>AUI Partners, LLC</u></div> <div>Architect: <u>Dunaway Associates</u></div> <div>PAYMENT PERIOD: From <u>January 1, 2024</u> to <u>January 31, 2024</u></div> <div>Original Contract Amount \$ <u>3,775,605.00</u></div> <div>Approved Change Orders \$ <u>(37,637.25)</u></div> <div>Current Contract Amount with Change Orders \$ <u>3,737,967.75</u></div> <div>A. Total Value of Work this Estimate - Exhibit A: Column H \$ <u>18,659.84</u></div> <div>B. Total Materials on Hand this Estimate - Exhibit A: Column I <u>0.00</u></div> <div>C. Total A + B (Retainage Calculated) <u>18,659.84</u></div> <div>D. Amount Retained this Period (C x 5%) \$ <u>932.99</u></div> <div>E. Retainage Released 50% \$ <u>93,336.07</u></div> <div>F. BALANCE DUE THIS STATEMENT (C - D) \$ <u>17,726.85</u></div> <div>G. PREVIOUS PAYMENTS \$ <u>3,621,913.34</u></div> <div>H. PERCENTAGE OF CONTRACT PAID TO DATE <u>96.90%</u></div> <div><small>The undersigned Owners Representative for the Contractor listed above certifies that all work, including materials on hand, covered by this Periodical Payment has been completed and delivered and stored in accordance with the Contract Documents, that all amounts have been paid by him for work, materials, and equipment for which previous Periodical Payments were issued and received from the Owner, and that the current payment shown herein is now due.</small></div>	<div>Pay App #</div> <div style="font-size: 2em; color: red; font-weight: bold;">15</div> <div style="background-color: yellow; border: 1px solid black; padding: 2px; font-weight: bold;">230000001</div>
<div><div><u>Christie L. Stehling</u> Signature</div><div><u>Christie L. Stehling, Project Manager</u> Printed Name & Title</div><div><u>2/2/2024</u> Date</div></div> <div>Subscribed and sworn to before me this <u>2nd</u> day of <u>February</u>, 20 <u>24</u></div> <div><div>Notary Public: <u>Michele Deaver</u> Commission Expires <u>3.18.24</u></div><div style="border: 1px solid black; padding: 5px; text-align: center;"><small>NOTARY PUBLIC STATE OF TEXAS</small> MICHELE DEEVER Notary Public, State of Texas Comm. Expires 03-18-2024 Notary ID 130580502</div></div> <div><div>Recommended for Payment by: _____ Architect of Record Date _____</div><div>Approved for Payment by: _____ Inspector Date _____</div><div>_____ Department Representative Date _____</div><div>_____ Wesley Brandon, P.E., Town Engineer Date _____</div></div>	

SUBMIT BY THE 10TH OF EACH MONTH WITH EXHIBITS

PAYMENT REQUEST - EXHIBIT A: PAYMENT DETAILS											
The Lawn at Lakefront Bid #/Project Name						AUI Partners, LLC CONTRACTOR				Pay App #:	15
BASE BID											
A	B	C	D	E	F	G	H	I	J	K	L
ITEM	ITEM DESCRIPTION	QTY	UOM	UNIT PRICE	CONTRACT AMOUNT	Quantity This Estimate	Total Value of Work Completed this Period	Materials Presently Stored	Total Value of Work from Previous Applications	Total Value of Work Completed & Stored to Date	% of Work Completed
BASE BID											
1	Site Prep/Earthwork/Demo	1	LS	\$84,500.00	\$84,500.00	0.00	0.00	0.00	84,500.00	84500.00	100.00%
2	Pavement Markings	1	LS	\$4,525.00	\$4,525.00	0.00	0.00	0.00	0.00	0.00	0.00%
3	Site Utilities	1	LS	\$252,685.00	\$252,685.00	0.00	0.00	0.00	252,685.00	252685.00	100.00%
4	Landscaping/Irrigation	1	LS	\$283,526.00	\$283,526.00	0.00	0.00	0.00	283,526.00	283526.00	100.00%
5	Concrete	1	LS	\$545,820.00	\$545,820.00	0.00	0.00	0.00	545,820.00	545820.00	100.00%
6	Masonry	1	LS	\$247,662.00	\$247,662.00	0.00	0.00	0.00	247,662.00	247662.00	100.00%
7	Structural Steel	1	LS	\$298,655.00	\$298,655.00	0.00	0.00	0.00	298,655.00	298655.00	100.00%
8	Wood Joists/Deck	1	LS	\$24,650.00	\$24,650.00	0.00	0.00	0.00	24,650.00	24650.00	100.00%
9	Roofing	1	LS	\$103,211.00	\$103,211.00	0.00	0.00	0.00	103,211.00	103211.00	100.00%
10	Joint Sealants/Waterproofing	1	LS	\$19,636.00	\$19,636.00	0.00	0.00	0.00	19,636.00	19636.00	100.00%
11	Doors/Frames/Hardware	1	LS	\$12,560.00	\$12,560.00	0.00	0.00	0.00	12,560.00	12560.00	100.00%
12	Interior Finishes	1	LS	\$115,990.00	\$115,990.00	0.00	0.00	0.00	115,990.00	115990.00	100.00%
13	Plumbing	1	LS	\$90,211.00	\$90,211.00	0.00	0.00	0.00	90,211.00	90211.00	100.00%
14	HVAC	1	LS	\$18,796.00	\$18,796.00	0.00	0.00	0.00	18,796.00	18796.00	100.00%
15	Electrical	1	LS	\$1,100,000.00	\$1,100,000.00	0.00	0.00	0.00	1,100,000.00	1100000.00	100.00%
16	Site Furnishings Allowance	1	LS	\$100,000.00	\$100,000.00	0.00	0.00	0.00	100,000.00	100000.00	100.00%
17	GCS/Supervision	1	LS	\$215,455.00	\$215,455.00	0.00	0.00	0.00	215,455.00	215455.00	100.00%
18	Insurance/Fee/Overhead	1	LS	\$219,939.00	\$219,939.00	0.00	0.00	0.00	219,939.00	219939.00	100.00%
19	Bonds	1	LS	\$37,784.00	\$37,784.00	0.00	0.00	0.00	37,784.00	37784.00	100.00%
	Total				\$3,775,605.00		\$0.00	\$0.00	\$3,771,080.00	\$3,771,080.00	99.88%
Change Orders											
1	PCO 1 - Addendum 2	0		0.00	(2,500.84)	0.00	0.00	0.00	(2,500.84)	-2500.84	100.00%
2	PCO 2 - Artificial Turf	0		0.00	178,662.08	0.00	0.00	0.00	178,662.08	178662.08	100.00%
3	PCO 3 - Addendum 3 Irrigation Modifications	0		0.00	8,098.37	0.00	0.00	0.00	8,098.37	8098.37	100.00%
4	PCO 4 - Electrical Credit	0		0.00	(344,683.00)	0.00	0.00	0.00	(344,683.00)	-344683.00	100.00%
5	PCO 5 Rev1 - Addendum 3 Electrical and Utility Modifications	0		0.00	40,591.01	0.00	0.00	0.00	40,591.01	40591.01	100.00%
6	PCO 6 - Electrical for Scada Box Relocation - Approval TBD Before	0		0.00	11,035.96	0.00	0.00	0.00	11,035.96	11035.96	100.00%
7	PCO 7 - Electrical for Red Carpet Signage - Approval TBD Before	0		0.00	532.07	0.00	0.00	0.00	532.07	532.07	100.00%
8	PCO 8 - Credit for 4% Lime Instead of 6%	0		0.00	(3,413.15)	0.00	0.00	0.00	(3,413.15)	-3413.15	100.00%
9	PCO 9 - Exit Device for Electrical Room	0		0.00	1,429.04	0.00	0.00	0.00	1,429.04	1429.04	100.00%
10	PCO 10 - Hardie Ceilings	0		0.00	925.53	0.00	0.00	0.00	925.53	925.53	100.00%
11	PCO 11 - Additional Electrical Conduit into Building	0		0.00	6,902.01	0.00	0.00	0.00	6,902.01	6902.01	100.00%
12	PCO 12 - Power for LETX Sign - Approval TBD Before Adding	0		0.00	7,516.18	0.00	0.00	0.00	7,516.18	7516.18	100.00%
13	PCO 13 - 10 GFCI Duplex Receptacles - Approval TBD Before Add	0		0.00	25,751.64	0.00	0.00	0.00	25,751.64	25751.64	100.00%
14	PCO 14 - Traffic Rated Clean Out	0		0.00	1,152.64	0.00	0.00	0.00	1,152.64	1152.64	100.00%
15	PCO 16 - Below Grade Double Checks	0		0.00	(524.61)	0.00	0.00	0.00	(524.61)	-524.61	100.00%
16	PCO 19 - Credit for Wall Boxes in Lieu of Floor Boxes	0		0.00	(216.45)	0.00	0.00	0.00	(216.45)	-216.45	100.00%
17	PCO 20 - Credit for Tower Lighting	0		0.00	(41,536.80)	0.00	0.00	0.00	(41,536.80)	-41536.80	100.00%

PAYMENT REQUEST - EXHIBIT A: PAYMENT DETAILS											
The Lawn at Lakefront Bid #/Project Name						AUI Partners, LLC CONTRACTOR				Pay App #:	15
BASE BID											
A	B	C	D	E	F	G	H	I	J	K	L
18	PCO 21 - Replacement Grate at Restroom Catch Basin	0		0.00	816.77	0.00	0.00	0.00	816.77	816.77	100.00%
19	PCO 22 - Two Receptacles at Stage Roof	0		0.00	1,112.13	0.00	0.00	0.00	1,112.13	1112.13	100.00%
20	PCO 23 - Water Tower Painting	0		0.00	18,659.84	0.00	18659.84	0.00	0.00	18659.84	100.00%
21	PCO 24 - Anti-Graffiti at CMU and Travertine	0		0.00	4,378.13	0.00	0.00	0.00	4,378.13	4378.13	100.00%
22	PCO 25 - Additional Pavilion and Tower Electrical	0		0.00	20,636.71	0.00	0.00	0.00	20,636.71	20636.71	100.00%
23	PCO 26 - Mini-Split for Electrical Room	0		0.00	7,902.17	0.00	0.00	0.00	7,902.17	7902.17	100.00%
24	PCO 27 - Sycamore Tree Upcharge	0		0.00	1,343.51	0.00	0.00	0.00	1,343.51	1343.51	100.00%
25	PCO 28 - Beams for Video Wall	0		0.00	5,198.10	0.00	0.00	0.00	5,198.10	5198.10	100.00%
26	PCO 29 - Alternate Wall Heaters	0		0.00	2,852.29	0.00	0.00	0.00	2,852.29	2852.29	100.00%
27	PCO 30 - Additional Electrical Work for Video Wall	0		0.00	4,673.41	0.00	0.00	0.00	4,673.41	4673.41	100.00%
28	PCO 31 - Electrical and Roofing for Mini-Split at Elec. Room	0		0.00	4,321.62	0.00	0.00	0.00	4,321.62	4321.62	100.00%
29	PCO 32 - Fascia and Soffit Changes	0		0.00	746.39	0.00	0.00	0.00	746.39	746.39	100.00%
		0									
	Total Change Orders				-\$37,637.25		\$18,659.84	\$0.00	-\$56,297.09	-\$37,637.25	
	Total All Items				\$3,737,967.75		\$18,659.84	\$0.00	\$3,714,782.91	\$3,733,442.75	

The Lawn at Lakefront





Date: 04/16/2024
Agenda Item #: 5. J.
Department: Development Services
Strategic Goal: Maximize community recreation and leisure activities
Staff Contact: Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Approve the **Final Acceptance of the Cottonwood and Lakeside Turf Project.**

DESCRIPTION:

In October 2021, Town Council approved a construction contract with Field Turf USA, Inc., to complete a turf installation project. The project included the replacement of existing natural turf with synthetic turf within the four infields at the Cottonwood Sports Complex, as well as the installation of synthetic turf at the recently completed Lakeside Youth Sports Complex. The project has been completed, and staff has received all final closeout documents.

BUDGET IMPACT:

Funding was allocated within the Capital Improvement Program budget, and the final retainage amount will be paid to the contractor upon final acceptance.

\$	2,717,586.00	Base Contract
\$	163,683.18	Approved Change Orders
\$	2,881,269.18	Final Contract Amount
\$	144,063.45	Retainage Payable (5%)

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Cottonwood Pay Application
Lakeside Pay Application
Project Images



TOWN OF LITTLE ELM PAYMENT APPLICATION

PROJECT:	Synthetic Turf Installation (Cottonwood)	Pay App #
CONTRACTOR:	Field Turf USA, Inc	Ret
ENGINEER:		
PAYMENT PERIOD: From _____ to _____		PO
Original Contract Amount		\$ 1,291,080.00
Approved Change Orders		\$ (33,485.00)
Current Contract Amount with Change Orders		\$ 1,257,595.00
A. Total Value of Work this Estimate - Exhibit A: Column H	\$ 0.00	
B Total Materials on Hand this Estimate - Exhibit A: Column I	0.00	
C Total A + B (Retainage Calculated)	0.00	
D. Amount Retained this Period (C x 5%)	\$ -62,879.75	
F BALANCE DUE THIS STATEMENT (C - D)		\$ 62,879.75
G PREVIOUS PAYMENTS		\$ 1,194,715.25
H PERCENTAGE OF CONTRACT PAID TO DATE		95.00%
<small>The undersigned Owners Representative for the Contractor listed above certifies that all work, including materials on hand, covered by this Periodical Payment has been completed and delivered and stored in accordance with the Contract Documents, that all amounts have been paid by him for work, materials, and equipment for which previous Periodical Payments were issued and received from the Owner, and that the current payment shown herein is now due.</small>		
 Signature	Melanie Gauthier, Senior AR officer Printed Name & Title	3-14-2024 Date
Subscribed and sworn to before me this <u>14th</u> day of <u>March</u> , 20 <u>24</u>		
Notary Public:		
Commission		
Expires <u>09-21-2026</u>		
Recommended for Payment by: _____		
Approved for Payment by:		
Inspector	_____	Date
Department Representative	_____	Date
Wesley Brandon, P.E., Town Engineer	_____	Date

SUBMIT BY THE 10TH OF EACH MONTH WITH EXHIBITS



TOWN OF LITTLE ELM PAYMENT APPLICATION

PROJECT:	Cottonwood Four-Plex Turf Replacement (Lakeside Middle School)	Pay App #
CONTRACTOR:	Field Turf USA, Inc	RET
LS ARCHITECT:	Arron Law, Dunaway Associates	
PAYMENT PERIOD: From _____ to _____		PO
Original Contract Amount		\$ 1,426,506.00
Approved Change Orders		\$ 197,168.18
Current Contract Amount with Change Orders		\$ 1,623,674.18
A. Total Value of Work this Estimate - Exhibit A: Column H		\$ 0.00
B. Total Materials on Hand this Estimate - Exhibit A: Column I		0.00
C. Total A + B (Retainage Calculated)		0.00
D. Amount Retained this Period (C x 5%)		\$ -81,183.71
F. BALANCE DUE THIS STATEMENT (C - D)		\$ 81,183.71
G. PREVIOUS PAYMENTS		\$ 1,542,490.47
H. PERCENTAGE OF CONTRACT PAID TO DATE		95.00%
<small>The undersigned Owners Representative for the Contractor listed above certifies that all work, including materials on hand, covered by this Periodical Payment has been completed and delivered and stored in accordance with the Contract Documents, that all amounts have been paid by him for work, materials, and equipment for which previous Periodical Payments were issued and received from the Owner, and that the current payment shown herein is now due.</small>		
 Signature	Melanie Gauthier, Senior AR officer Printed Name & Title	3-14-2024 Date
Subscribed and sworn to before me this <u>14th</u> day of <u>March</u> , 20 <u>24</u>		
Notary Public:		
Commission _____		
Expires <u>09-21-2026</u>		
Recommended for Payment by: _____		Date _____
Landscape Architect of Record		
Approved for Payment by: _____		Date _____
Inspector		
_____		Date _____
Department Representative		
_____		Date _____
Wesley Brandon, P.E., Town Engineer		
_____		Date _____

SUBMIT BY THE 10TH OF EACH MONTH WITH EXHIBITS



Cottonwood Park

COTTONWOOD SPORTS COMPLEX

Lobo Ln

640

660



LAKESIDE YOUTH SPORTS COMPLEX



Date: 04/16/2024
Agenda Item #: 6. A.
Department: Development Services
Strategic Goal: Promote and expand Little Elm's identity
Staff Contact: Fred Gibbs, Director of Development Services

AGENDA ITEM:

Consider Action to **Approve Appointments to the Eldorado Corridor and US 380 Corridor Advisory Committees.**

DESCRIPTION:

On March 5, 2024, Town Council discussed the upcoming Eldorado Corridor and US 380 Corridor small area plans and decided to utilize the advisory committee approach, similar to the West Side Study. Town Council directed Staff to gather nominations for appointments to these two Advisory Committees from the Planning and Zoning Commission, EDC, CDC, TIRZ #3, and the Lakefront Merchants Association, respectively.

The following are nominations from the respective boards and commissions: Eldorado Corridor Advisory Committee

- 1 CDC Member - Steve McGee
- 1 EDC Member - Marc Ward
- 1 P&Z Member - Jack Skinner
- 1 TIRZ #3 Board Member - David Hillock
- 1 Lakefront Merchant Association Members - Ryan Miller

US 380 Corridor Advisory Committee

- 2 CDC Members - Eric Licker and Ernestine Burtley
- 2 P&Z Members - Debra Cadet and Robert Martin
- 2 EDC Members - Alfonso Rodriguez and Jack Gregg

At this time, Staff seeks for Council to take action on the proposed appointments and appoint Council representation as the remaining Committee members.

Eldorado Corridor Advisory Committee

- 2 Council Members - District representative and at-large

US 380 Corridor Advisory Committee

2 Council Members - District representative and at-large

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDED ACTION:

Staff recommends approval of the nominated appointees and seeks direction on Council appointments to the two Advisory Committees.
