



**REGULAR MEETING
OF THE TOWN COUNCIL**

Tuesday, May 21, 2024

6:00 PM

Little Elm Town Hall

100 W Eldorado Parkway, Little Elm, TX 75068

1. **Roll Call/Call to Order Regular Town Council at 6:00 p.m.**
 - 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 - C. Items to be Withdrawn from Consent Agenda.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.

2. **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.

3. **Consent Agenda**

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

- A. Consider Action to Approve the **Minutes from the May 14, 2024, Special Town Council Meeting.**
- B. Consider Action to Approve **Resolution No. 0521202401 Approving and Authorizing Publication of Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation, Series 2024 and authorizing SAMCO Capital Markets, Bond Counsel, and Town Officials to Proceed with the Issuance Process for the Certificates.**
- C. Consider Action to Approve the **Proposals from Datavox, Inc. to Provide Fiber Optic Cabling and Installation of Security Cameras at Cottonwood Park.**
- D. Consider Action to Approve **Ordinance No. 1758 Amending the Code of Ordinances to Update the Town's Updated 5-Year Water Conservation and Water Resource and Emergency Management Plan.**
- E. Consider Action to Approve **Resolution No. 0521202403 Determining the Costs of Certain Authorized Improvements to be Financed within the Future Improvement Area of the Spiritas Ranch Public Improvement District; Will Approve a Preliminary Service Plan and Assessment Plan, Including the Proposed Future Improvement Area Assessment Roll – Future Improvement Area Projects; Directing the Filing of the Proposed Assessment Roll with the Town Secretary; and Providing for Noticing and Calling a Public Hearing on June 18, 2024, to Consider an Ordinance Levying Assessments on Property Located Within the Future improvement Area of the Spiritas Ranch Public Improvement District; Directing the Filing of the Proposed**

Assessment Roll with the Town Secretary to make available for Public Inspection; Directing Town Staff to publish and Mail Notice, of said Public Hearing; and Resolving Other Matters Incident and Related Thereto.

4. Regular Items.

- A. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1757 Regarding a Request to Rezone Approximately 107.767 Acres of Land, Currently Zoned as Planned Development, Based on Community Facility Standards, Through Ordinance No. 1583, Generally Located on the Southeast Corner of The Intersection of U.S. Highway 380 and Navo Road, within Little Elm's Town Limits, in Order to Amend the Site Plan Within the Planned Development District to Allow for a Multi-Use Facility with Modified Standards.**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

Take Action on Ordinance No. 1757:

- B. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Denton ISD.**
- C. Present, Discuss, and Consider Action on **Resolution No. 0521202402 Repealing Resolution No. 90080602.**
- D. Present, Discuss, and Consider Action on **Updates to the Little Elm Governance Policy.**
- E. Present, Discuss, and Consider Action on **Annual Council Member Appointments.**

5. 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.

6. **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.

7. **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 17 day of May 2024 before 5:00 p.m.



Date: 05/21/2024
Agenda Item #: 3. 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 May 14, 2024, Special Town Council Meeting.**

DESCRIPTION:

The minutes from the May 14, 2024, Special Town Council meeting are attached for approval.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Minutes - May 14, 2024

DRAFT

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

SPECIAL TOWN COUNCIL MEETING TUESDAY MAY 14, 2024 - 6:00 p.m.

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

Absent: Council Member Tony Singh

Staff Present: Caitlan Biggs, Director of Administrative Services/Town Secretary; Jennette Espinosa, Executive Director; Matt Mueller, Town Manager; Chad Hyde, Director of Community Services; Doug Peach, Deputy Town Manager; Fred Gibbs, Director of Development Services; 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 6:01 p.m.

A. Present and Discuss **Proposed Updates to the Little Elm Governance Policy.**

Town Council gave direction to make the following additional updates:

- *Change the timing of liaison appointments to the second meeting after the canvassing of the general election results*
- *Add language: If the Mayor, Mayor Pro Tem, and Deputy Mayor Pro Tem are all unavailable, the most senior Council Member will perform the duties of the Mayor. If there is a tie in seniority, names will be drawn to decide.*
- *Solidify language regarding the prohibited use of travel and training funds related to political parties*

B. Present and Discuss **Summer Calendar Dates.**

Town Council gave direction for the following dates:

- *Pre-budget Retreat - May 28*
- *Council Headshots - June 18*
- *Keep the July 2 meeting as is*
- *Budget Retreat - August 13 and 14*

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.

Excused absence for Council Member Tony Singh.

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.

None.

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

None.

3. Presentations.

The Mayor presented a challenge coin to Police Chief Rodney Harrison in recognition of Police Week.

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

Vote: 6 - 0 - Unanimously

- A. Consider Action to Approve the **Minutes from the April 16, 2024, Regular Town Council Meeting.**
- B. Consider Action to Approve the **Quarterly Investment Report for the Period ending March 31, 2024.**
- C. Consider Action to Approve **Ordinance No. 1755 Amending the FY 2023-2024 Annual Budget in accordance with Existing Statutory Requirements; Appropriating the Various Amounts Herein; Repealing all prior Ordinances and Actions in Conflict Herewith; and Providing for an Effective Date.**
- D. Consider Action to Approve the **Unaudited Quarterly Budget to Actual Report for the Quarter Ending March 31, 2024.**
- E. Consider Action to Approve **Ordinance No. 1756 Amending Chapter 2, Article IV-Finance of the Code of Ordinances.**
- F. Consider Action to Approve an **Interlocal Agreement between the Town of Little Elm and Denton County to Establish a Fire/Arson Task Force.**
- G. Consider Action to Approve an **Agreement for Fireworks to be sold on the Limited Purpose Annexation (LPA) Property for the purpose of Collecting Sales Tax during the Season of June 18, 2024 - July 4, 2024.**
- H. Consider Action to Approve **Resolution No. 0514202402 Confirming that Properties Annexed by the Town for Limited Purposes are Not Zoned and are Not Subject to the Town's Zoning Regulations.**
- I. Consider Action to Approve a **Professional Services Agreement with Geotex Engineering for Construction Materials Testing for the Public Safety Annex Project.**

- J. Consider Action to Approve **Resolution No. 0514202404** and a **Local On-System Improvement Project Agreement with the Texas Department of Transportation** regarding the **Main Street Traffic Signal Project**.
- K. Consider Action to Approve the **Second Amended Administrative Services Agreement between the Town of Little Elm and Little Elm Economic Development Corporation (EDC)**.
- L. Consider Action to Approve the **Termination of Ground Lease Purchase Agreement between Little Elm Hospitality, LLC and Little Elm EDC**.
- M. Consider Action to Approve the **Participation Agreement between TwoBricks Partners, LLC and Little Elm EDC for Retail Pad Sites located at 303 E Eldorado Parkway and 305 E Eldorado Parkway**.
6. **Regular Items.**
- A. Present, Discuss and Consider Action on **Resolution No. 0514202401 Canvassing the Returns and Declaring the Results of a General Election held on Saturday, May 4, 2024, for the Following Purposes: Elect a Mayor for a Three (3) Year Term; Elect One (1) Town Council Member from Place 3 for a Three (3) Year Term; Making Other Declarations and Finding Other Matters in Connection with the Said Elections as Set Forth Herein; Finding that All Matters Set Forth Herein are True and Correct; and Providing for an Immediate Effective Date.**
- Motion by Council Member Andrew Evans, seconded by Council Member Lisa G. Norman **to approve Resolution No. 0514202401.**
- Vote: 6 - 0 - Unanimously**
- B. Present the **Certificate of Election and Administer the Statement of Officer and Oath of Office for Curtis J. Cornelious, Mayor.**
- Town Secretary Caitlan Biggs presented the certificate and administered the statement of officer and oath of office.***
- C. Present the **Certificate of Election and Administer the Statement of Officer and Oath of Office for Ken Eaken, Council Member Place 3.**
- The Mayor presented the certificate and Town Secretary Caitlan Biggs administered the statement of officer and oath of office.***
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.

There was no executive session.

8. Reconvene into Open Session

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

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

9. Adjourn.

Meeting was adjourned at 6:56 p.m.

Respectfully,

Caitlan Biggs
Town Secretary

Passed and Approved this 21 day of May 2024.



Date: 05/21/2024
Agenda Item #: 3. B.
Department: Finance
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to Approve **Resolution No. 0521202401 Approving and Authorizing Publication of Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation, Series 2024 and authorizing SAMCO Capital Markets, Bond Counsel, and Town Officials to Proceed with the Issuance Process for the Certificates.**

DESCRIPTION:

The Town has been working closely with our Financial Advisors, Mark McLiney and Andrew Friedman, with SAMCO Capital Markets, Inc and Bob Dransfield with Norton Rose Fulbright US LLP to issue Certificate of Obligation, Series 2024.

The Notice of Intent provides Council's intention to issue certificates of obligation, in one or more series, in a principal amount not to exceed \$25,500,000 for the purpose of paying contractual obligations to be incurred for (i) constructing improvements and extensions to the Town's Waterworks and Sewer System, including the acquisition of land and rights-of-way therefor; (ii) constructing and equipping public safety facilities, including the acquisition of land and rights-of-way therefor; (iii) constructing, expanding and equipping animal shelter facilities, including the acquisition of land and rights-of-way therefor; (iv) acquiring, constructing, improving, renovating and equipping park and recreation facilities, including the acquisition of land and rights-of-way therefor; (v) constructing and improving street, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor and (vi) professional services rendered in connection therewith; such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the Town's combined Waterworks and Sewer System. The notice hereby approved and authorized to be published shall read substantially in the form and content of Exhibit A hereto attached and incorporated herein by reference as a part of this resolution for all purposes.

In continuance with the issuance calendar, the Town is scheduled to receive bids on July 16, 2024. The Financial Advisor, SAMCO, will have details concerning the bids at that future meeting.

BUDGET IMPACT:

The budget impact will be reflected in the proposed FY 2024-2025 budget related to debt issuance and debt service payments along with the capital improvement projects being funded through this instrument.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

NOI Resolution No. 0521202401

Timetable-2024 CO

TOWN OF LITTLE ELM, TEXAS

RESOLUTION # 0521202401

A RESOLUTION approving and authorizing publication of notice of intention to issue Combination Tax and Revenue Certificates of Obligation, Series 2024 and authorizing SAMCO Capital Markets, Bond Counsel and Town Officials to proceed with the issuance process for the Certificates.

WHEREAS, the Town Council of the Town of Little Elm, Texas (the "Town"), has determined that certificates of obligation ("Certificates") should be issued under and pursuant to the provisions of Subchapter C of Chapter 271 of the Texas Local Government Code, as amended (the "Act"), for the purpose of paying contractual obligations to be incurred for (i) constructing improvements and extensions to the Town's Waterworks and Sewer System, including the acquisition of land and rights-of-way therefor; (ii) constructing and equipping public safety facilities, including the acquisition of land and rights-of-way therefor; (iii) constructing, expanding and equipping animal shelter facilities, including the acquisition of land and rights-of-way therefor, (iv) acquiring, constructing, improving, renovating and equipping park and recreation facilities, including the acquisition of land and rights-of-way therefor, (v) constructing and improving streets, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor and (vi) professional services rendered in connection therewith; and

WHEREAS, prior to the issuance of such certificates, the Town Council is required to publish notice of its intention to issue the same in accordance with the provisions of the Act; now, therefore,

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

SECTION 1: The Town Secretary is hereby authorized and directed to cause notice to be published of the Council's intention to issue certificates of obligation, in one or more series, in a principal amount not to exceed \$25,500,000 for the purpose of paying contractual obligations to be incurred for (i) constructing improvements and extensions to the Town's Waterworks and Sewer System, including the acquisition of land and rights-of-way therefor; (ii) constructing and equipping public safety facilities, including the acquisition of land and rights-of-way therefor; (iii) constructing, expanding and equipping animal shelter facilities, including the acquisition of land and rights-of-way therefor, (iv) acquiring, constructing, improving, renovating and equipping park and recreation facilities, including the acquisition of land and rights-of-way therefor, (v) constructing and improving streets, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor and (vi) professional services rendered in connection therewith; such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the Town's combined Waterworks and Sewer System. The notice hereby approved and authorized to be published shall read substantially in the form and content of **Exhibit A** hereto attached and incorporated herein by reference as a part of this resolution for all purposes.

SECTION 2: The Town Secretary shall cause the aforesaid notice to (i) be published in a newspaper of general circulation in the Town, once a week for two consecutive weeks, the date of the first publication to be at least forty-six (46) days prior to the date stated therein for the

passage of the ordinance authorizing the issuance of the certificates of obligation and (ii) posted continuously on the Town's website for at least forty-five (45) days before the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation.

SECTION 3: That SAMCO Capital Markets, the Town's financial advisor, Norton Rose Fulbright US LLP, the Town's bond counsel and the Town Manager and the Town's Chief Financial Officer are hereby authorized and directed to proceed with the issuance of the Town's proposed Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2024.

SECTION 4: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 5: This Resolution shall be in force and effect from and after its passage on the date shown below.

[remainder of page intentionally left blank]

PASSED AND ADOPTED, this May 21, 2024.

TOWN OF LITTLE ELM, TEXAS

Mayor

ATTEST:

Town Secretary

APPROVED AS TO FORM:

Town Attorney

EXHIBIT A

NOTICE OF INTENTION TO ISSUE TOWN OF LITTLE ELM, TEXAS CERTIFICATES OF OBLIGATION

TAKE NOTICE that the Town Council of the Town of Little Elm, Texas, shall convene at 6:00 o'clock P.M. on July 16, 2024, at the Little Elm Town Hall, 100 W. Eldorado Parkway, Little Elm, Texas, and, during such meeting, the Town Council will consider the passage of one or more ordinances authorizing the issuance of certificates of obligation in one or more series in an amount not to exceed \$25,500,000 for the purpose of paying contractual obligations to be incurred for (i) constructing improvements and extensions to the Town's Waterworks and Sewer System, including the acquisition of land and rights-of-way therefor; (ii) constructing and equipping public safety facilities, including the acquisition of land and rights-of-way therefor; (iii) constructing, expanding and equipping animal shelter facilities, including the acquisition of land and rights-of-way therefor; (iv) acquiring, constructing, improving, renovating and equipping park and recreation facilities, including the acquisition of land and rights-of-way therefor; (v) constructing and improving streets, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor and (vi) professional services rendered in connection therewith; such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the Town's combined Waterworks and Sewer System. In accordance with Texas Local Government Code Section 271.049, (i) the current principal amount of all of the Town's outstanding public securities secured by and payable from ad valorem taxes is \$99,615,000; (ii) the current combined principal and interest required to pay all of the Town's outstanding public securities secured by and payable from ad valorem taxes on time and in full is \$122,004,516.35; (iii) the estimated combined principal and interest required to pay the certificates of obligation to be authorized on time and in full is \$38,670,375; (iv) the maximum interest rate for the certificates may not exceed the maximum legal interest rate; and (v) the maximum maturity date of the certificates to be authorized is February 1, 2044. The certificates are to be issued, and this notice is given, under and pursuant to the provisions of Subchapter C of Chapter 271 of the Texas Local Government Code, as amended.

Caitlan Biggs
Town Secretary
Town of Little Elm, Texas



\$25,500,000*
TOWN OF LITTLE ELM, TEXAS (THE "TOWN")
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024 (THE "CERTIFICATES")
(\$18,500,000* for Utility System & \$7,000,000* for Public Safety)

Proposed Timetable

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

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

** Preliminary; subject to change.*



Date: 05/21/2024
Agenda Item #: 3. C.
Department: Information Technology
Strategic Goal: Provide a safe and welcoming environment for Little Elm residents and visitors
Staff Contact: Shea Rodgers, Chief Information Officer

AGENDA ITEM:

Consider Action to Approve the **Proposals from Datavox, Inc. to Provide Fiber Optic Cabling and Installation of Security Cameras at Cottonwood Park.**

DESCRIPTION:

With the construction of the Cottonwood Park project, Town staff determined that security cameras would be necessary to ensure the safety of individuals using that Park. The IT Department, along with the Town Engineer, selected Datavox, Inc. to design and implement a solution. The overall plan will carry fiber optic cable from the nearest facility with network access, the Cottonwood Sports Complex, to a central spot in the Park, along with network drops at strategic locations to accommodate network security cameras.

There are two separate proposals for Town Council to consider: "Cottonwood Park Fiber Cabling" (Proposal DVXB-20683) and "Cottonwood Park - Phase 1 - Meraki Cameras" (Proposal DVXB-20829).

BUDGET IMPACT:

"Cottonwood Park Fiber Cabling" is proposed to be \$66,351.07 and is offered under the TIPS purchasing cooperative (TIPS 230105).

"Cottonwood Park - Phase 1 - Meraki Cameras" is proposed to be \$72,277.06 (excluding the "Meraki Trial Hardware" line item from the proposal) and is offered under the Texas DIR purchasing cooperative (DIR-CPO-4766).

The total budget impact combines to \$138,628.13.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Cottonwood Park Fiber Cabling

Cottonwood Park - Phase 1 - Meraki Cameras

Building Technology Solutions Proposal

for

Town of Little Elm

Cottonwood Park Fiber Cabling

DVXB-20683

Revision : 1

Last Modified : 4/24/2024

Note: This proposal is valid until 5/24/2024

Account Manager

Matt Lozano

System Design

Jose Villanueva



TIPS Contract Number: 230105

DataVox

6650 W. Sam Houston Pkwy S. | Houston, TX 77072 | 713-881-5300

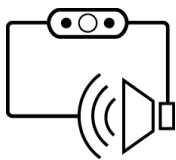
1701 East Lamar, Suite 170 | Arlington, TX 76006 | 817-288-2700



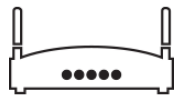
DataVox Summary

Since 1988, thousands of businesses have counted on DataVox to be their trusted advanced technology partner. With DataVox, your organization can enjoy the convenience of working with a single company to design, implement and maintain all aspects of their technology needs. From audio visual, to data center, cloud, network technology, network cabling, phone systems and physical security solutions. Our award-winning customer service team is here to assist your organization 24 hours a day, 7 days a week.

Products and Services



Audio Visual



Cisco Systems



**Cloud
Solutions**



**Cyber
Security**



**Data Center
Technologies**



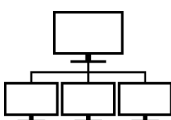
**IT Support &
Managed
Services**



Mobility



**Network
Cabling**



**Network
Technology**



**Phone
Systems**



**Physical
Security**



**Smart
Building**

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SCOPE OF WORK

Description of Services

This section describes the cabling services that DataVox will provide the Customer. DataVox will provide and install a structured cabling system within the Customer's facility as part of this Scope of Work.

Pathway Support

- Cabling pathways for horizontal cabling will be routed above the drop ceiling, with ceiling grid wires and j-hooks.
- Cable pathway bundles will be supported utilizing 1 ¼" j-hooks.
- Any firewalls penetrated for cabling purposes will be resealed with a proper fire rated sealant

Horizontal Cabling

Provide and Install:

- (1) OSP rated, Category 6 cable for each Security Camera Locations Totaling (11)

DataVox will terminate, test, and label all cable segments

Fiber Optic Cabling

Provide and Install:

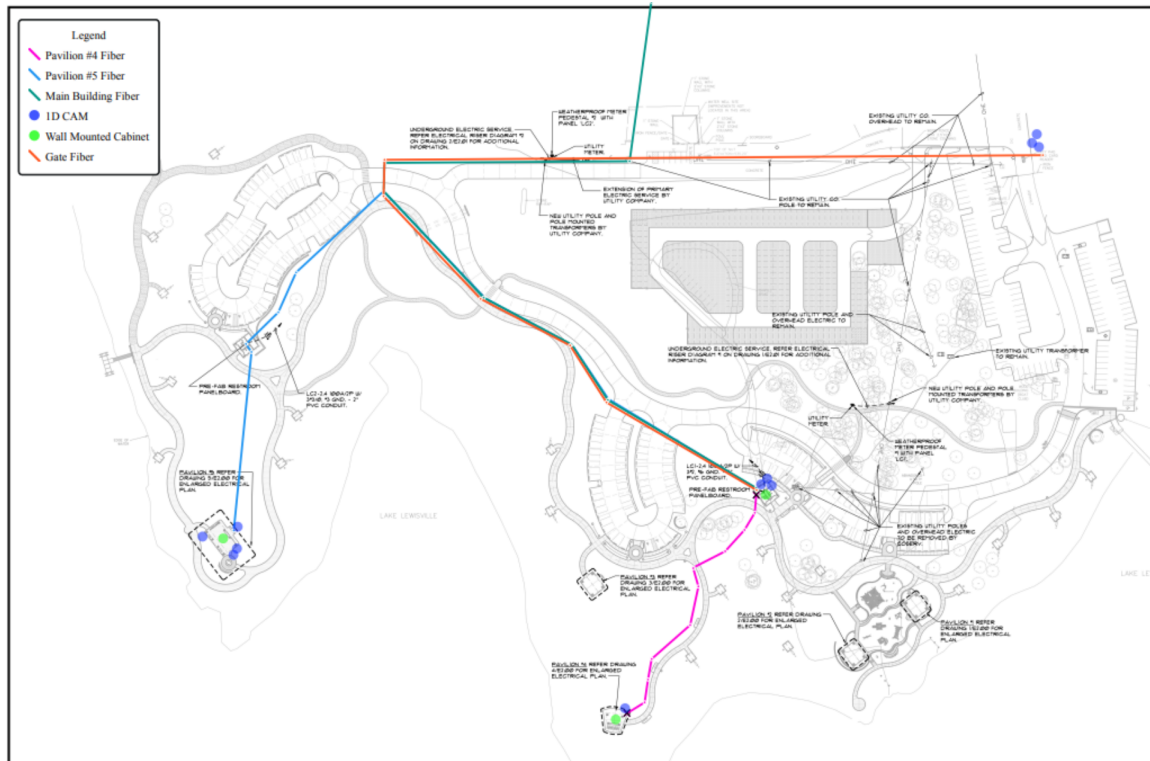
- (1) 12-strand, **SM**, OSP rated, Non-Armored fiber optic cable segment from the ISP room at Baseball fields to the IDF at Restrooms building
- (1) 12-strand, **SM**, OSP rated, Non-Armored fiber optic cable segment from the IDF room at Restroom Building to the IDF at Pavilion #4
- (1) 12-strand, **SM**, OSP rated, Non-Armored fiber optic cable segment from the IDF room at Restroom Building to the IDF at Pavilion #5
- (1) 6-strand, **SM**, OSP rated, Non-Armored fiber optic cable segment from the Gate Pole cameras to the IDF at Restroom building
- (4) Rack-Mount Fiber Enclosures
- (8) Fiber Splice Cassettes/Tubes

DataVox will fusion splice, test, and label fiber optic cabling

Telecommunication Closet Hardware

Provide and Install:

- (1) Wall Mount Equipment Rack
- (2) Ceiling Mount Equipment Enclosure
- (3) 24-Port Patch Modular Panels for Data Drop Locations
- (22) category 6 patch cords for cameras.




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BILL OF MATERIALS

Cottonwood Park

Fiber Optic and Copper Cabling

	1	DataVox Installation Services	
OFE	1	OFE Owner Furnished 110v or 120v AC Power (Dependent on DataVox Specs). Brought to DataVox Mounted NEMA Enclosure for Security Devices	
OFE	1	OFE Owner Furnished Raceway or Conduit Pathway, Connectors, Coring, Pull Strings, Pull Boxes, Poles, Outdoor-rated Enclosures, and Power as Required to be Provided by Customer's Electrician	
Fiber Optic and Copper Cabling			\$57,011.07

DataVox Management Services

	1	DataVox Solution Architect Design and Engineering Services	
	1	DataVox Project Management Services Planning, Scheduling, Order Processing, Testing, Tuning, and Wrap Up.	
DataVox Management Services			\$9,340.00

Total:			\$66,351.07
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ASSUMPTIONS AND EXCLUSIONS

This section lists DataVox's assumptions and exclusions for this Building Technology Solutions Proposal.

- **Pricing:** This quotation is based on work being performed during Normal Working Hours and will not be under any prevailing wage restrictions. Does not include any cabling services other than what is outlined in the scope of work.
- **After-Hours/Holiday:** If work is to be performed after hours or on holidays hourly rate changes will apply.
- **Cabling:** DataVox scope of work includes providing and installing Category 6 cabling for provided locations including patch cables. If specific cable color is required and not included in this scope, change order may be needed.
- **Fiber Optic Cabling:** DataVox will provide and install a fiber optic cabling solution including fiber patch cords, bulk heads, and enclosures. All fiber optic endpoints will be terminated with connectors provided within the scope or fusion spliced within fiber cassettes. SFP's or gbic are considered out of scope and to be provided and installed by others.
- **Telecommunication Closet Hardware:** DataVox will provide and install equipment rack hardware based on the scope of work provided.
- **UPS/PDU:** DataVox scope of work DOES NOT includes providing and installing a UPS in MDF/IDF location(s).
- **Network Equipment:** Customer is responsible for providing a conditioned IT environment with equipment rack, cabinet, wire management, cable trays, rack mounting equipment, and power. Active network gear such as surge protection, workstations, PC speakers/headsets, monitors, KVMs, POE switches, and UPS/ battery back-up are to be provided and installed by others.
- **Main Bus-Bars:** in the MDF and IDF Locations are to be provided and installed by others.
- **Conduit:** All conduit, coring, boring, back boxes, floor boxes, power poles, pull boxes, pull strings and NEMA enclosures for all devices will be provided by others. All exterior conduit must be verified during installation process and cannot necessarily be deemed usable during the site survey or sales process. If conduit is proved to be inefficient (i.e. rotten, crushed or too small for additional cable runs), it will result in a change order. Hard deck ceilings will require pathway, wiremold, or cutting of sheetrock for cabling of devices. Patch, paint, and repair is not included in this scope of work.
- **Demo:** Unless otherwise stated in this scope of work, demo of existing equipment and cabling is at the responsibility of the customer.
- **Returns/Exchanges:** Restocking fee of 25% on all returnable items will apply. Special order items and licenses are non-refundable.
- **Stored Materials:** DataVox shall bill Customer for one hundred percent (100%) of all materials and equipment not incorporated into the work but delivered and suitably stored on-or offsite, and if applicable, a reasonable storage fee. Payment for such materials and equipment shall be made in accordance with the payment terms described herein. If requested, DataVox will provide:
 - Bill of Sale identifying the materials and equipment as the property of Customer
 - Evidence that all materials and equipment are insured for loss of any kind either at the stored location
 - Certificate of insurance; and
 - Photographic evidence of the stored materials and equipment.
- **Equipment Lead Times:** Upon execution of an SOW, paid deposit, and project team assignment, DataVox will communicate lead times on material and equipment delivery. These lead times are outside of DataVox's control and may impact project schedule and postpone project completion. Such lead times are provided by manufacturers and are subject to change based on product availability. DataVox may replace current product specifications with products of equal or greater functionality to meet Customer's project schedule. The SOW will be revised as appropriate to account for any change in the price quoted in the SOW. If Customer declines to utilize substitute product(s), it shall accept the current lead times provided by DataVox.

BASELINE RESPONSIBILITIES

DataVox Responsibilities

This section lists DataVox's responsibilities for this Building Technology Solutions Proposal.

- **Building Codes:** Install all equipment according to manufacturers' specifications, national and local building codes and regulations, and will be in conformity with good engineering practices. Installation will comply with the Building Industry Consulting Services International (BICSI) standards
- **ADA:** All equipment will be installed with provisions for the safety of the operator in accordance with the Americans with Disability Act (ADA) guidelines.
- **Dress Code:** All DataVox staff will dress in a professional manner displaying the DataVox logo. All DataVox staff will wear required Personal Protection Equipment (PPE). They will conduct themselves in a professional, courteous and respectful manner to all others present.
- **Work Environment:** DataVox will maintain a clean working environment, storing tools and equipment when not in use and discarding refuse as often as reasonably possible. While DataVox cannot take responsibility for furniture or Customer furnished equipment in the workspace, DataVox will take reasonable precautions to protect all Customer furnished equipment, floors, walls, ceiling tiles, windows and window coverings, and furniture and other surfaces from damage, staining or unreasonable breakage while on site.
- **Supervision:** DataVox will appoint a Project Manager (PM) and/or Lead Technician (LT) to oversee the installation. During system implementation, please direct all communications through this designated contact. PM or LT will coordinate with other trades to facilitate and expedite project progress. DataVox will inform the Customer of any interference or potential delays which could impede implementation of the Physical Security system, thereby helping to avoid any additional charges.
- **Change Orders:** DataVox will provide written documentation of any Change Orders (CO) for work requested by the Customer which deviates from the original, approved Proposal and Scope of Works. CO's will be billed at our published labor rates plus materials, shipping, handling, restocking and other charges imposed by suppliers.
- **Furniture:** While DataVox cannot take responsibility for furniture or Customer furnished equipment in the workspace, DataVox will take reasonable precautions to protect all Customer furnished equipment, floors, walls, ceiling tiles, windows and window coverings, and furniture and other surfaces from damage, staining or unreasonable breakage while on site.
- **Coordination Meetings:** DataVox recommends weekly coordination meetings between the Customer, DataVox and all other trades in which we will report to the Customer the status of the project. Any identified foreseeable restrictions or insurmountable issues outside our control that could impact the overall project schedule will be reviewed with the Customer.
- **DataVox Warranty:** A 1 Year parts and labor warranty will be included in this proposal, excluding Customer-provided equipment and existing cabling.

Acknowledged and Accepted

Initial

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Customer Responsibilities

This section lists the Customer responsibilities for this Building Technology Solutions Proposal.

- **Safe Work Environment:** Provide DataVox staff, contractors and others working on-site a safe working environment consistent with OSHA rules and regulations. DataVox reserves the right to refuse to work or install any equipment in an area where, at the sole discretion of DataVox, the safety of those involved is of concern.
- **Access to worksite:** provide access to the worksite, and all work will typically take place between the hours of 07:00 and 17:00 Monday through Friday, except on public holidays, unless specified otherwise in the DataVox Proposal. Work completed at any other time will be billed at OT rates published in **Change Order Labor Rates**. For the safety of all concerned, it is requested that the work area be free and clear, for example, of other trades, clients of the Customer, and employees during the installation period.
- **Secure Storage:** provide a secure, climate controlled area on-site to store equipment during the installation period. Delivery of goods, supplies and equipment to this on-site storage location, or equipment that has been installed in its designated location will be considered as 'Delivered' for billing purposes and will be invoiced accordingly. Responsibility for the equipment passes to the Customer immediately upon installation or delivery to the on-site storage. Any loss due to vandalism, theft, burglary, fire, water ingress, or any other means outside the direct control of DataVox shall be replaced at the Customer's expense.
- **Uninterrupted Work Flow:** avail DataVox of continuous, uninterrupted workflow in the environment in which the Physical Security will be installed. Delays in work caused by interference of other trades, inability to access the work space during the stated hours, inability to access equipment stored on site, or other reasons caused by the Customer will be charged at rates published in **Change Order Labor Rates**. If DataVox crew arrives to work on-site at the appointed time and work cannot proceed due to dangerous conditions, inability to access the site, lack of power, interference by others which are within direct, reasonable control of the Customer, it will result in a half day charge for the crew.
- **Miscellaneous Items:** Additional items may be required for completion during project execution which DataVox or the customer did not foresee (for example, copper or fiber patch cables, power cords, and optics.) If miscellaneous items are required beyond what is included in the bill of materials, these items will be provided by the customer or the items can be purchased from DataVox following the standard change management process.

Acknowledged and Accepted

Initial

Total Installation Price:	\$66,351.07
Grand Total:	\$66,351.07

Purchase Options:

☐ **Cash Purchase Terms of Payment:**

<i>Billing Milestones</i>		<i>Amount Due</i>
Due on Signature	40.00 %	\$26,540.43
Progress Payments (Multiple - Invoiced Upon Receipt of Goods by DataVox and/or Work Completed)	55.00 %	\$36,493.09
Final Payment - Due on Project Completion	5.00 %	\$3,317.55
Total Payments (Excluding Sales Tax):		100 % \$66,351.07

ACCEPTANCE OF PROPOSAL

When (but only when) signed by buyer and an authorized representative of DataVox this shall be a binding, legal contract.

The prices, specifications, and conditions in this proposal are satisfactory, and are hereby accepted in their entirety. Buyer hereby agrees to purchase the Equipment and authorizes DataVox to do the work, and provide the materials specified, and payment will be made as outlined above. The price quoted in this Building Technology Solutions Proposal is based upon the Equipment included in this Building Technology Solutions Proposal. Any changes in the Equipment or installation may result in a change in the price. Any such change must be in writing, signed by all parties.

DataVox reserves the right to modify payment terms at any time based on a review of the Customer's credit.

THIS AGREEMENT, WHEN SIGNED BY BOTH PARTIES (BELOW), SHALL BE GOVERNED BY THE TERMS AND CONDITIONS IN THIS BUILDING TECHNOLOGY SOLUTIONS PROPOSAL. THERE ARE NO OTHER AGREEMENTS, OR WARRANTIES, ORAL OR WRITTEN, EXCEPT AS EXPRESSLY STATED IN THIS BUILDING TECHNOLOGIES SOLUTION PROPOSAL. THIS AGREEMENT CANNOT BE MODIFIED EXCEPT IN WRITING SIGNED BY BOTH PARTIES.

Buyer acknowledges having read and understood all of the terms and conditions printed in this Building Technology Solutions Proposal and acknowledges receipt of a complete executed copy of this Agreement. Buyer understands and agrees that this Building Technology Solutions Proposal and all of the terms and conditions hereof shall be a binding, enforceable contract when signed by Buyer and by an authorized representative of DataVox.

Approval Signatures

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Proposal to be duly executed.

DataVox, Inc.

Town of Little Elm

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

TERMS AND CONDITIONS

This document defines additional terms and conditions that shall govern the execution of all scopes of work.

1. Construction

This writing constitutes additional terms and conditions between DataVox and Customer and is in addition to the terms and conditions set forth in the TIPS contract with DataVox which is incorporated by reference. A copy of this contract may be found online at <https://www.datavox.net/state-purchasing-cooperatives/tips/>. No course of prior dealings between the parties or trade usage shall be relevant to determine the meaning of this Agreement. This Agreement is entered into and shall be performable in the State of Texas.

2. Software Defect Resolution

DataVox shall use its best commercial efforts to troubleshoot software issues that may arise during the project. If a software issue is determined to be a software defect (previously documented or newly discovered), resolution of said issue is expressly outside of the scope of work. Issues of this kind do not constitute a valid reason for non-payment in full.

It is the responsibility of the customer and software manufacturer to resolve the issue. Should the Customer want DataVox to be involved in the process to downgrade, update, upgrade and/or test software releases, the Customer may authorize the out of scope expenses using the standard project change request process.

3. Limitation and Exclusion of Warranties

Except as otherwise provided herein, DataVox hereby warrants the described equipment against defective parts from the date of installation for the period specified by the manufacturer; and warrants that the installation of said equipment shall be performed in a workmanlike manner. Customer acknowledges that DataVox may provide products and services manufactured or provided by others. DataVox makes no independent warranty with respect to such products and services provided by third parties. Customer acknowledges and agrees that DataVox shall have no responsibility or liability for products or services manufactured or provided by any third party. Subject to payment by Customer of all amounts due under this Agreement, DataVox hereby transfers any transferable warranties from the manufacturers of products and services provided under this Agreement. Customer's exclusive remedy under these warranties shall be the repair and replacement by DataVox at the expense of DataVox of non-conforming equipment or parts thereof with reasonably equivalent equipment or parts; unless, however, the equipment or any part thereof is damaged or rendered unserviceable as a result of Customer's negligence, abuse, mishandling, attempting to connect the equipment to direct current, or damaged by lightning or acts of God in any of which case or cases, DataVox shall have no obligations to Customer.

DataVox recommends that all DataVox installed systems be equipped with battery backups. If the Customer disregards this recommendation; and a failure is directly attributed to not having a battery backup, such service as may be required will be billed for time and materials, as a TIPS contract sale, billed at the agreed upon TIPS prices.

THIS WARRANTY IS THE ONLY WARRANTY GIVEN BY DATAVOX, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED ARE EXCLUDED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE HEREOF.

Voice and data transmission are provided by third parties, such as a telephone company or over the internet. Accordingly, DataVox cannot warrant that such transmission will always be available or will be of acceptable quality. In particular, if Customer elects to use the Voice over Internet Protocol (VoIP) to transmit voice over the internet, Customer may experience (i) transmission that is not of uniform, reliable or acceptable quality; (ii) inability to connect directly to emergency and "911" services; and (iii) inability to connect to directory and operator assistance. Customer should be aware that VoIP service is not regulated by the Federal Communications Commission (FCC) and the FCC does not provide certain consumer safeguards that are available in the traditional telephone environment.

Only DataVox may perform service or maintenance on equipment covered by this warranty. IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT THIS WARRANTY WILL BE NULL AND VOID IF ANY PERSON OTHER THAN A DATAVOX EMPLOYEE

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PERFORMS ANY SERVICE OR MAINTENANCE WORK ON THE EQUIPMENT COVERED BY THIS WARRANTY. In such event, DataVox shall have no further obligation or liability under this warranty.

4. Waiver, Amendment, Notice, Termination

Any waiver of rights hereunder or any amendment or requirement of notice of termination hereof shall not be effective unless made in writing and signed by the party against whom such waiver, amendment, notice or termination is sought to be enforced.

5. Risk of Loss; Non-Performance by Telephone Company and Others

Upon installation of the Equipment, Customer shall bear the risk of loss regardless of any breach by DataVox of any provisions hereof. Although DataVox, Inc. will or may assist Customer by coordinating initiation or transfer of service through telephone companies or other third parties, Customer assumes all risk of non-performance, including untimely or otherwise improper performance, of any such third parties; DataVox, Inc. and its employees assume no responsibility for any failings of these third parties or their service and equipment. With regard to VOICE MAIL systems, if any, Customer further assumes all risk of malfunction and deficient or substandard performance caused by third party telecommunication transmission equipment, lines and systems, including pay phones, cellular phones and long distance services; DataVox, Inc. and its employees assume no responsibility for any failings of these third parties or their service and equipment.

6. Limitations of Liability

In no event will either party be liable or responsible to the other for any type of incidental, exemplary, special, punitive, indirect or consequential damages, including, but not limited to, lost revenue, lost profits, replacement goods, loss of technology, rights or services, loss of data, or interruption or loss of use of service or equipment, even if advised of the possibility of such damages, whether arising under theory of contract, tort (including negligence), strict liability or otherwise. Further, no cause of action which accrued more than two (2) years prior to the filing of a suit alleging such cause of action may be asserted against DataVox.

7. Virus Protection

Customer agrees and understands it is Customer's responsibility to install and run an antivirus program on all workstations and servers at/or prior to installation. Customer agrees to take whatever steps Customer deems appropriate to ensure there is adequate and up to date virus protection on all workstations and servers. Customer expressly agrees that DataVox, Inc. shall have no liability for the loss of any such data, downtime or other damage caused by a computer virus.

8. Data Back-up

Customer agrees to take whatever steps Customer deems appropriate to ensure there are adequate, up to date back-ups made of all data on any computer, server, hard drive, or other storage device of Customer. In the event of failure, it is expressly understood that DataVox will restore the most recent back-up for systems covered under warranty or maintenance. Any additional programming due to out of date database will not be covered under warranty or maintenance and will be billed on an hourly basis as a TIPS contract sale, at the agreed upon TIPS prices. Customer expressly agrees that DataVox shall have no liability for the loss of any such data, which may occur during or after the installation process, or for any consequential damage resulting from any such loss of data.

9. Attorney's Fees

Only if ordered by a court of competent jurisdiction, Customer shall pay to DataVox all attorney's fees, court costs, and all other expense, which may be incurred by DataVox in enforcing, or attempting to enforce, any of its rights under this Agreement, or against any guarantors hereof, or with respect to any matters connected with the subject matter hereof.

10. Severability

This Agreement and all provisions hereof are intended to be severable, and this Agreement shall remain enforceable in the event any provision hereof is declared invalid.

11. Payment Terms

The balance due after required deposit will be progress-billed based on achieved milestones determined by DataVox. All DataVox invoices to the Customer are due and payable net 30 days from the invoice date, or as provided by the Texas Prompt Payment Act, Texas Gov't Code §2251 et seq. The Customer agrees to pay DataVox interest on all past due amounts at a rate of

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1.5% per month (18% per annum), but not to exceed the amount permitted by the applicable law of the jurisdiction where Customer resides. Deposit payments must be received by DataVox before commencement of a project. The payment terms of this contract are subject to change by DataVox at any time based on a review of the customer's credit.

13. Work Hours

DataVox has priced the professional service proposal assuming that all work will be done during normal business hours which DataVox defines as Monday through Friday, 8:00am to 5:00pm, excluding holidays. The go live activity is the only activity in which DataVox will work after business hours. This project milestone activity can be scheduled outside of normal business hours Monday through Friday, excluding holidays. The start time for the go live activity can be scheduled to start no later than 7:00pm. Any request to perform the system go live or any other activity outside of normal business hours is considered outside the scope of work and will result in additional project costs which shall not exceed the pricing proposed to TIPS. Scheduling and availability of resources outside of normal business hours is not guaranteed unless the Project Manager/Coordinator has approved it.

14. Travel

The Customer will be billed for time travelled and travel Expenses greater than 70 miles one way from the nearest DataVox facility. The Customer will be billed for the Time Travelled by each DataVox employee at half the cost of the DataVox billable rate per hour. This includes, for example, time spent on an airplane or driving in a car, or as proposed and awarded per the SOW.

Travel Expenses will be billed back to the Customer as incurred. These expenses will include airfare (coach) and mileage reimbursement (lodging, transportation, parking, and per diem.) DataVox adheres to the mileage reimbursement and per diem rates determined by the U.S. General Services Administration (GSA). These rates can be referenced on the GSA website, or as proposed and awarded per the SOW.

15. Return Material Authorization

DataVox has a Return Material Authorization policy that explains product returns. Approval to return defective and non-defective products is at the sole discretion of DataVox. Products that are defective or dead on arrival (DOA) will be repaired, replaced, or credited according to the manufacturer's warranty. Products that are non-defective that are unopened and unused and can be resold as new may be returned subject to a fifteen percent (15%) restocking fee. Any custom ordered product cannot be returned. Additional detail concerning the DataVox Return Material Authorization policy is available upon request.

16. Currency

Unless otherwise specified, all currency listed in DataVox documentation is in US dollars.

Physical Security Proposal

for

Town of Little Elm

Cottonwood Park - Phase 1 - Meraki Cameras

DVXB-20829

Revision : 3

Last Modified : 5/7/2024

Note: This proposal is valid until 6/6/2024

DataVox TXDPS License B16503

Account Manager

Matt Lozano

System Design

John Liput



DataVox Texas DIR Vendor Number: 176-025-1479-000

Contract Number: DIR-CPO-4766



6650 W. Sam Houston Pkwy S. | Houston, TX 77072 | 713-881-5300

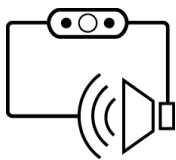
1701 East Lamar, Suite 170 | Arlington, TX 76006 | 817-288-2700



DataVox Summary

Since 1988, thousands of businesses have counted on DataVox to be their trusted advanced technology partner. With DataVox, your organization can enjoy the convenience of working with a single company to design, implement and maintain all aspects of their technology needs. From audio visual, to data center, cloud, network technology, network cabling, phone systems and physical security solutions. Our award-winning customer service team is here to assist your organization 24 hours a day, 7 days a week.

Products and Services



Audio Visual



Cisco Systems



**Cloud
Solutions**



**Cyber
Security**



**Data Center
Technologies**



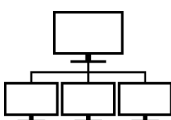
**IT Support &
Managed
Services**



Mobility



**Network
Cabling**



**Network
Technology**



**Phone
Systems**



**Physical
Security**



**Smart
Building**

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LOCATION SUMMARY








Location	Price
Meraki Trial Hardware	\$9,053.47
Video Surveillance	\$72,277.06
Total Price (Excludes Sales Tax):	\$81,330.53

BILL OF MATERIALS




Meraki Trial Hardware

Installation Price

Drop Ship (Trial and Buy) Hardware

	2	Meraki Meraki 802.3at Power over Ethernet Injector	
	2	Meraki Meraki 300W AC Industrial Grade Power Adapter	
	2	Meraki Meraki AC Adapter for MR APs (US Plug)	
	1	Meraki MG51E-HW Cellular Gateway External Antennas	
	1	Meraki MS130R-8P Cloud Managed Ruggedized 8GE 240W PoE Switch	
	1	Meraki MV52-HW 4K Outdoor Telephoto Bullet Camera with 1TB Storage	
	1	Meraki MV63-HW 4MP Outdoor Wide Angle Mini Dome Camera with 256GB Storage	
Drop Ship (Trial and Buy) Hardware			\$8,164.58

Drop Ship (Trial and Buy) Licenses


	1	Meraki Meraki MG51 Enterprise License and Support, 1 Year	
	1	Meraki Meraki MS130-CMPT Enterprise License and Support, 1 Year	
	2	Meraki Meraki Enterprise Camera License - 1 Year	
Drop Ship (Trial and Buy) Licenses			\$888.89

Total: \$9,053.47

Video Surveillance

Installation Price



Video Surveillance Software Programming

	1	DataVox Enterprise Engineering Programming Labor	
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	1	DataVox Security Programming Labor	
Video Surveillance Software Programming			\$5,845.00

Video Surveillance Cameras

	1	DataVox Miscellaneous Hardware For Mounting Components	
	11	Meraki MV52-HW 4K Outdoor Telephoto Bullet Camera with 1TB Storage	
Video Surveillance Cameras			\$31,517.69

Network Equipment

	3	Altelix Altelix 24x20x12 Industrial DIN Rail Steel Weatherproof NEMA Enclosure with Dual Cooling Fans, Single 120 VAC Duplex Outlet and Power Cord	
	1	DataVox Miscellaneous Hardware For Mounting Components	
	4	Meraki Meraki 300W AC Industrial Grade Power Adapter	
	4	Meraki Meraki AC Power Cord for MX and MS (US Plug)	
	8	Meraki Meraki MA-SFP-1GB-LX10 Compatible TAA Compliant 1000Base-LX SFP Transceiver (SMF, 1310nm, 10km, LC, DOM)	
	1	Meraki Meraki MS130-24P Cloud Managed 24GE 370W PoE Switch	
	4	Meraki MS130R-8P Cloud Managed Ruggedized 8GE 240W PoE Switch	
OFE	4	OFE Owner Furnished Equipment Rack and Wire Managers	
Network Equipment			\$28,231.25

Security Cabling

OFE	11	OFE Owner Furnished Cat5e/6/6A Cabling for Security Device Locations including Patch Cords, Patch Panels, and Rack Equipment	
OFE	4	OFE Owner Furnished Fiber Optic Cabling including Enclosures, Bulkheads, Patch Cords, and Mounting Hardware	

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OFE

4

OFE

Owner Furnished Fiber Optic Enclosure including Bulkheads, Patch Cords, and Rack/Wall Mounting Hardware

OFE

11

OFE

Owner Furnished Dedicated Low Voltage Conduit Cable Pathway from Security Device Location to Nearest MDF/IDF. This includes Conduit, Coring, Boring, Connectors, Pull String, Penetrations and Junction Boxes as Required. Conduit Must be Installed Prior to DataVox Installation

Security Cabling**\$0.00****Recurring Subscription - 1 Year**

1

Meraki

Meraki MS130-24 Enterprise License and Support, 1 Year



4

Meraki

Meraki MS130-CMPT Enterprise License and Support, 1 Year



11

Meraki

Meraki Enterprise Camera License - 1 Year

Recurring Subscription - 1 Year**\$2,307.58****DataVox Management Services**

1

DataVox

Solution Architect Design and Engineering Services



1

DataVox

Security Shipping and Handling Charges



1

DataVox

Project Management Services - Planning, Scheduling, Order Processing, Construction Meetings and Close Out
Design and Engineering Services - CAD/ Visio As-Built Drawings, Product Detail Information, and Configuration Documentation
Commissioning Services - Testing, Tuning, and End User Training

DataVox Management Services**\$4,375.54****Total:****\$72,277.06**

ASSUMPTIONS AND EXCLUSIONS

This section lists DataVox's assumptions and exclusions for this Physical Security proposal.

- **Security Cameras:** Customer to provide all required IP addresses for cameras prior to installation, including subnet and default gateway. All exterior cameras will be mounted at a height of 12 to 14 feet from the ground. All cameras will be within 300ft of a network IDF/ switch when running category 6 cable segments. This scope of work includes aim, focus, and one time refocus of cameras to refine customer desired field of views. Additional modifications of cameras may require change order. Cameras included in this scope of work are designed for general surveillance at agreed upon locations. If specialty cameras, such as Pan/Tilt/Zoom, Facial Recognition, or License Plate Recognition cameras, are needed change order will be required.
- **Network Connectivity:** Administrative and remote VPN access to Customer's network is to be provided to DataVox during installation. Active network hardware and connectivity, such as but not limited to internet service, network connectivity between multiple IT closets or buildings, and fiber/copper backbone is to be provided by others.
- **Network Equipment:** Customer is responsible for providing a conditioned IT environment with equipment rack, cabinet, wire management, cable trays, and power. Active network gear such as surge protection, workstations, PC speakers/headsets, monitors, KVMs, patch panels, POE switches, and UPS/ battery back-up are to be provided and installed by others.
- **Mobile Application:** If mobile application is available with software included in this proposal, DataVox will assist in initial training for set up, however, Customer is responsible for internal knowledge transfer and set up of all users. Some systems may require Customer to open ports on Firewall for accessibility. If Customer's IT elects not to make required programming, mobile application may not be available for use.
- **Cabling:** Security Cat 5e/6 cable and patch cables for camera/IP device locations are not included in this scope and to be provided and installed by others. This includes wall penetrations, surface boxes, termination, and testing prior to installation. Security 18 AWG/ industry standard cabling for all access control and intrusion devices are not included in this scope and to be provided and installed by others. Existing cabling intended to be reused is assumed to be functioning properly today with proper installation and slack for connecting new devices or change order may be required.
- **Lift Rental:** Scissor and/or boom lift rental and fuel costs are not included in the project. If lift is required, customer is responsible for providing a lift accessible for the duration of the project. If the customer is unable to provide the required lift, DataVox will provide and bill back costs to the Customer.
- **Conduit:** All conduit, coring, boring, floor cores, back boxes, door rough in conduit, door cable enclosures, outdoor rated enclosures for all security devices will be provided by others. All conduits must be verified during installation process and cannot necessarily be deemed usable during the site survey or sales process. If conduit is proved to be inefficient (i.e. rotten, crushed or too small for additional cable runs), it will result in a change order. Equipment such as pedestals, concrete, bollards, motors, gate hardware, and poles are not included in this scope of work. Conduit pipe and junction boxes for garage, stairwells, high ceiling, and/or warehouse mounted devices as required will be provided by others. Hard deck ceilings will require pathway, wiremold, or cutting of sheetrock for cabling of devices. Patch, paint, and repair is not included in this scope of work.
- **Demo:** Unless otherwise stated in this scope of work, demo of existing equipment and cabling is at the responsibility of the customer.
- **Returns/Exchanges:** Restocking fee of 25% on all returnable items will apply. Special order items and licenses are non-refundable.
- **New System Training:** DataVox standard end user training includes a post-system activation that will not exceed one hour. If additional training sessions are needed, change order will be required. System training includes instructions for system organization, user set up, user changes, credentials management, device naming, schedules, and reports.
- **Recurring Subscriptions:** Subscription annual/multi-year pricing included in this scope of work is based on included device counts and current manufacture licensing requirements and pricing. Pricing is subject to change if manufacture license structure or pricing has changed at time of renewal. Any changes to account or additional devices added to account will also impact subscription pricing at renewal.
- **Stored Materials:** DataVox shall bill Customer for one hundred percent (100%) of all materials and equipment not incorporated into the work but delivered and suitably stored on-or offsite, and if applicable, a reasonable storage fee. Payment for such materials and equipment shall be made in accordance with the payment terms described herein. If requested, DataVox will provide:
 - Bill of Sale identifying the materials and equipment as the property of Customer
 - Evidence that all materials and equipment are insured for loss of any kind either at the stored location
 - Certificate of insurance; and
 - Photographic evidence of the stored materials and equipment.
- **Equipment Lead Times:** Upon execution of an SOW, paid deposit, and project team assignment, DataVox will communicate lead times on material and equipment delivery. These lead times are outside of DataVox's control and may impact project schedule and postpone

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Cottonwood Park - Phase 1 - Meraki Cameras**DVXB-20829**

project completion. Such lead times are provided by manufacturers and are subject to change based on product availability. DataVox may replace current product specifications with products of equal or greater functionality to meet Customer's project schedule. The SOW will be revised as appropriate to account for any change in the price quoted in the SOW. If Customer declines to utilize substitute product(s), it shall accept the current lead times provided by DataVox.

- **Non-DIR Related Items:** The following manufactures products are not included in the DIR Contract pricing of this proposal: Altelix, and Miscellaneous Mounting Components.

Acknowledged and Accepted

Initial

BASELINE RESPONSIBILITIES

DataVox Responsibilities

This section lists DataVox's responsibilities for this Physical Security proposal.

- **Building Codes:** Install all equipment according to manufacturers' specifications, national and local building codes and regulations, and will be in conformity with good engineering practices.
- **ADA:** All equipment will be installed with provisions for the safety of the operator in accordance with the Americans with Disability Act (ADA) guidelines.
- **Dress Code:** All DataVox staff will dress in a professional manner displaying the DataVox logo. All DataVox staff will wear required Personal Protection Equipment (PPE). They will conduct themselves in a professional, courteous, and respectful manner to all others present.
- **Work Environment:** DataVox will maintain a clean working environment, storing tools and equipment when not in use and discarding refuse as often as reasonably possible. While DataVox cannot take responsibility for furniture or Customer furnished equipment in the workspace, DataVox will take reasonable precautions to protect all Customer furnished equipment, floors, walls, ceiling tiles, windows and window coverings, and furniture and other surfaces from damage, staining or unreasonable breakage while on site.
- **Supervision:** DataVox will appoint a Project Manager (PM) and/or Lead Technician (LT) to oversee the installation. During system implementation, please direct all communications through this designated contact. PM or LT will coordinate with other trades to facilitate and expedite project progress. DataVox will inform the Customer of any interference or potential delays which could impede implementation of the Physical Security system, thereby helping to avoid any additional charges.
- **Change Orders:** DataVox will provide written documentation of any Change Orders (CO) for work requested by the Customer which deviates from the original, approved Proposal and Scope of Works. CO's will be billed at our published labor rates plus materials, shipping, handling, restocking, and other charges imposed by suppliers.
- **Coordination Meetings:** DataVox recommends weekly coordination meetings between the Customer, DataVox and all other trades in which we will report to the Customer the status of the project. Any identified foreseeable restrictions or insurmountable issues outside our control that could impact the overall project schedule will be reviewed with the Customer.
- **DataVox Warranty:** A 90-day labor warranty will be included in this proposal, excluding Customer-provided equipment and existing cabling. All hardware will abide by manufacturer's warranty.

Customer Responsibilities

This section lists the Customer responsibilities for this Physical Security proposal.

- **Safe Work Environment:** Provide DataVox staff, contractors and others working on-site a safe working environment consistent with OSHA rules and regulations. DataVox reserves the right to refuse to work or install any equipment in an area where, at the sole discretion of DataVox, the safety of those involved is of concern.
- **Access to worksite:** Provide access to the worksite, and all work will typically take place between the hours of 07:00 and 17:00 Monday through Friday, except on public holidays, unless specified otherwise in the DataVox Proposal. Work completed at any other time will be billed at OT rates published in **Change Order Labor Rates**. For the safety of all concerned, it is requested that the work area be free and clear, for example, of other trades, clients of the Customer, and employees during the installation period.
- **Secure Storage:** Provide a secure, climate-controlled area on-site to store equipment during the installation period. Delivery of goods, supplies, and equipment to this on-site storage location, or equipment that has been installed in its designated location will be considered as 'Delivered' for billing purposes and will be invoiced accordingly. Responsibility for the equipment passes to the Customer immediately upon installation or delivery to the on-site storage. Any loss due to vandalism, theft, burglary, fire, water ingress, or any other means outside the direct control of DataVox shall be replaced at the Customer's expense.
- **Uninterrupted Workflow:** Provide availability of continuous, uninterrupted workflow in the environment in which the Physical Security will be installed. Delays in work caused by interference of other trades, inability to access the workspace during the stated hours, inability to access equipment stored on site, or other reasons caused by the Customer will be charged at rates published in **Change Order Labor Rates**. If DataVox crew arrives to work on-site at the appointed time and work cannot proceed due to dangerous conditions, inability to access the site, lack of power, interference by others which are within direct, reasonable control of the Customer, it will result in a half day charge for the crew.
- **Miscellaneous Items:** Additional items may be required for completion during project execution which DataVox or the customer did not foresee (for example, copper or fiber patch cables, power cords, and optics.) If miscellaneous items are required beyond what is included in the bill of materials, these items will be provided by the customer, or the items can be purchased from DataVox following the standard change management process.

Acknowledged and Accepted

Initial

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PROJECT PRICING SUMMARY

Total Installation Price:	\$81,330.53
Grand Total:	\$81,330.53

Purchase Options

☐ Cash Purchase Terms of Payment:

<i>Billing Milestones</i>		<i>Amount Due</i>
Due on Signature	40.00 %	\$32,532.21
Progress Payments (Multiple - Invoiced Upon Receipt of Goods by DataVox and/or Work Completed)	55.00 %	\$44,731.79
Final Payment - Due on Project Completion	5.00 %	\$4,066.53
Total Payments (Excluding Sales Tax):		\$81,330.53

Acknowledged and Accepted

Initial

ACCEPTANCE OF PROPOSAL

When (but only when) signed by buyer and an authorized representative of DataVox this shall be a binding, legal contract.

The prices, specifications, and conditions in this proposal are satisfactory, and are hereby accepted in their entirety. Buyer hereby agrees to purchase the Equipment and authorizes DataVox to do the work, and provide the materials specified, and payment will be made as outlined above. The price quoted in this Physical Security Proposal is based upon the Equipment included in this Physical Security Proposal. Any changes in the Equipment or installation may result in a change in the price. Any such change must be in writing, signed by all parties.

DataVox reserves the right to modify payment terms at any time based on a review of the Customer's credit.

THIS AGREEMENT, WHEN SIGNED BY BOTH PARTIES (BELOW), SHALL BE GOVERNED BY THE TERMS AND CONDITIONS IN THIS PHYSICAL SECURITY PROPOSAL. THERE ARE NO OTHER AGREEMENTS, OR WARRANTIES, ORAL OR WRITTEN, EXCEPT AS EXPRESSLY STATED IN THIS PHYSICAL SECURITY PROPOSAL. THIS AGREEMENT CANNOT BE MODIFIED EXCEPT IN WRITING SIGNED BY BOTH PARTIES.

Buyer acknowledges having read and understood all of the terms and conditions printed in this Physical Security Proposal and acknowledges receipt of a complete executed copy of this Agreement. Buyer understands and agrees that this Physical Security Proposal and all of the terms and conditions hereof shall be a binding, enforceable contract when signed by Buyer and by an authorized representative of DataVox.

Approval Signatures

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Proposal to be duly executed.

DataVox, Inc.

Town of Little Elm

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

TERMS AND CONDITIONS

Please find DIR Terms and Conditions online at the following website:

<https://dir.texas.gov/contracts/DIR-CPO-4766>



Date: 05/21/2024
Agenda Item #: 3. D.
Department: Administrative Services
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 **Ordinance No. 1758 Amending the Code of Ordinances to Update the Town's Updated 5-Year Water Conservation and Water Resource and Emergency Management Plan.**

DESCRIPTION:

This item was approved at the April 16, 2024, regular Town Council meeting. However, since this plan resides in the Code of Ordinances, it must be brought back to Council to adopt an ordinance amending the Code. This item has the ordinance attached.

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

Ordinance No. 1758
2024 Conservation Plan

ORDINANCE NO. 1758

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE TOWN OF LITTLE ELM, TEXAS, BY REPEALING THE EXISTING COMBINED WATER CONSERVATION AND DROUGHT CONTINGENCY PLANS AND ADOPTING A COMBINED WATER CONSERVATION AND WATER RESOURCE MANAGEMENT PLAN FOR THE TOWN OF LITTLE ELM 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 AND WATER RESOURCE MANAGEMENT PLAN; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING A SAVINGS AND A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Little Elm, Texas (the "Town"), is a home-rule city possessing the full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution, Section 51.072 of the V.T.C.A., Local Government Code, and the Home Rule Charter for the Town of Little Elm, Texas; and

WHEREAS, the Town is a member of the North Texas Municipal Water District ("NTMWD") and receives wholesale water from NTMWD; and

WHEREAS, 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 and regulations of the Texas Water Development Board ("TWDB") and the Texas Commission on Environmental Quality ("TCEQ") require that the Town adopt a WATER CONSERVATION AND WATER RESOURCES MANAGEMENT PLAN; and

WHEREAS, the Town has determined an urgent need in the best interest of the public to adopt a WATER CONSERVATION AND WATER RESOURCES MANAGEMENT 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 the Town's water resources; and

WHEREAS, the Town Council of the Town of Little Elm ("Town Council") desires to adopt the NTMWD Model WATER CONSERVATION AND WATER RESOURCES MANAGEMENT PLAN as official Town policy for the conservation of water; and

WHEREAS, the Appendix E included in the WATER CONSERVATION AND WATER RESOURCES MANAGEMENT PLAN contains information of when residents can water and dates when the plan begins and ends; and

WHEREAS, the Town Council; has investigated and determined that Ordinance numbers 837 and 838, approved on June 19, 2007, and Ordinance numbers 722 and 721 approved on September 13, 2005, Ordinance number 1052 approved on May 17, 2011, Ordinance number 1229 approved on September 16, 2014, and Ordinance number 1498 approved on April 16, 2019, should be repealed and replaced with the combined WATER CONSERVATION AND WATER RESOURCES MANAGEMENT PLAN; and

WHEREAS, the Town Council has investigated and determined that it will be advantageous and beneficial to the citizens of Little Elm and will protect health, safety, and welfare to adopt a combined WATER CONSERVATION AND WATER RESOURCES MANAGEMENT PLAN.

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

Section 1. Incorporation of Premises. All of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

Section 2. Repeal. Ordinances 721, 722, 837, 838, 1052, 1229, and 1498 of the Town of Little Elm, Texas, are hereby repealed in their entirety.

Section 3. Adoption. The Town Council hereby approves and adopts the North Texas Municipal Water District Water Conservation and Water Resource Management Plan (hereinafter referred to as the "Plan"), as modified by the Town of Little Elm, which is attached hereto and incorporated herein for all purposes as *Exhibit A*. The Town commits to implement the requirements and procedures set forth in the adopted Plan.

Section 4. Penalty Provision. Any customer, defined pursuant to 30 Texas Administrative Code Chapter 291, failing to comply with the provisions of the Plan shall be subject to a fine not to exceed Two Thousand Dollars (\$2,000) 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 Ordinance. Each day a customer fails to comply with the Plan is a separate offense. The Town's authority to seek injunctive or civil relief available under the law is not limited by this section.

Section 5. Enforcement. Mandatory water use restrictions will be enforced by any combination of warnings, reconnection fees, suspension of service, citations, monetary penalties and other fees. An escalation of warnings will be used to warn, educate and the enforce restriction if warnings are not followed. Penalties mentioned in Section 4 of this Ordinance in addition to reconnections fees may be given to those that violate the Water Conservation and Water Resource Management Plan. The Town maintains the right, at any level of violation, to disconnect irrigation system(s) and/or total water service to a customer with reconnection fees

and possible monetary penalties. Code Enforcement Officer or other Town Staff as designated by the Town Manager, or his designee, may implement any provision of the enforcement process of the Water Conservation and Water Resource Management Plan.

Section 6. Filing Ordinance and Plan with TCEO. The Town Manager or his designee is hereby directed to file a copy of the Plan and this Ordinance with the Texas Commission on Environmental Quality in accordance with Title 30, Chapter 288 of the Texas Administrative Code.

Section 7. Repealer Clause. Any provision of any prior ordinance, of the Town whether codified or un-codified, which are in conflict with any provision of the Ordinance, are hereby repealed to the extent of the conflict, but all other provisions of the ordinances of the Town whether codified or un-codified, which are not in conflict with the provision of this ordinance, shall remain in full force and effect.

Section 8. Savings. This Ordinance shall be cumulative of all other ordinances of the Town, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

Section 9. Severability. The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the Town Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 10. Effective Date. This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the Town Charter.

PASSED, APPROVED AND ADOPTED by the Town Council of the Town of Little Elm, Texas, on this the 21st day of May, 2024.

Curtis J. Cornelious, Mayor

ATTEST:

Caitlan Biggs, Town Secretary

APPROVED AS TO FORM:

ORDINANCE NO. 1758

Page 3

Robert Brown, Town Attorney

Town of Little Elm

2024 Water Conservation and Water Resource and Emergency Management Plan



Adopted on 4/16/2024

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APPENDICES

APPENDIX A	List of References
APPENDIX B	Texas Administrative Code Title 30 Chapter 288
APPENDIX C	TCEQ Water Utility Profile
APPENDIX D	NTMWD Member City and Customer Annual Water Conservation Report
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APPENDIX F	Adoption of Plans
APPENDIX G	Sample Enforcement Ordinance (Illegal Water Connections and Theft of Water)
APPENDIX H	Sample Landscape Ordinance

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
-

- **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
-

<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
Commerical	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 acc

<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
Commerical	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.

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- (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

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- (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;

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- 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: 05/21/2024
Agenda Item #: 3. E.
Department: Economic Development Corporation
Strategic Goal: Promote and expand Little Elm's identity
Staff Contact: Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Consider Action to Approve **Resolution No. 0521202403 Determining the Costs of Certain Authorized Improvements to be Financed within the Future Improvement Area of the Spiritas Ranch Public Improvement District; Will Approve a Preliminary Service Plan and Assessment Plan, Including the Proposed Future Improvement Area Assessment Roll – Future Improvement Area Projects; Directing the Filing of the Proposed Assessment Roll with the Town Secretary; and Providing for Noticing and Calling a Public Hearing on June 18, 2024, to Consider an Ordinance Levying Assessments on Property Located Within the Future Improvement Area of the Spiritas Ranch Public Improvement District; Directing the Filing of the Proposed Assessment Roll with the Town Secretary to make available for Public Inspection; Directing Town Staff to publish and Mail Notice, of said Public Hearing; and Resolving Other Matters Incident and Related Thereto.**

DESCRIPTION:

The PID is presently located within the Town and contains approximately 545 acres of land. The Future Improvement Area (which consists of all property outside of Improvement Area #1 of the District) consists of approximately 294 acres and is projected to consist of 1,099 single-family residential units to be constructed in the future.

The Future Improvement Area is expected to be assessed, following approval of the assessment ordinance at the June 18, 2024 meeting, for costs related to the Future Improvement Area Projects, which benefit all of the property within the Future Improvement Area. The Future Improvement Area Projects consists of two groups of projects, the Additional Major Improvements Projects and the Future Improvement Area Local Improvements.

The Additional Major Improvements benefit the entire PID. The costs of the Additional Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of Equivalent Units. Each of Improvement Area #1 and the Future Improvement Area will be proportionally allocated the costs of the Additional Major Improvements.

The Additional Major Improvements consists of perimeter road improvements, certain water improvements, sanitary sewer improvements, storm drainage improvements, right-of-way acquisition, and other soft and miscellaneous costs.

The Future Improvement Area will only be assessed for the portion of the Additional Major Improvements benefitting the Future Improvement Area, referred to as the Additional Major Improvements Projects.

The Future Improvement Area Local Improvements benefit only the property within the Future Improvement Area. The costs of these improvements are allocated throughout the Future Improvement Area, excluding Non-Benefited Property. The Future Improvement Area Local Improvements consists of sanitary sewer improvements, including a lift station and gravity sewer line as well as other related improvements necessary to provide sewer service to the Future Improvement Area, as well as other soft and miscellaneous cost.

The estimated costs of the Future Improvement Area Projects are presented below, as provided by the project engineer. These costs are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

Estimated Future Improvement Area Project Costs

Authorized Improvements	Proportional Share of Additional Major Improvements ¹	Future Improvement Area Local Improvements Costs ²	Future Improvement Area Projects Total Costs
Roadway Improvements	\$701,272	\$0	\$701,272
Water Improvements	\$223,844	\$0	\$223,844
Sanitary Sewer Improvements	\$168,811	\$1,959,417	\$2,128,228
Storm Drainage Improvements	\$197,492	\$0	\$197,492
Other Soft and Miscellaneous Costs	\$150,756	\$822,421	\$973,177
Right-of-way	\$858,192	\$0	\$858,192
Total Authorized Improvements	\$2,300,367	\$2,781,838	\$5,082,205

The Future Improvement Area Projects will provide additional benefits to the Future Improvement Area. The tables below show (i) the estimated assessment per unit and (ii) the projected leverage for the property within the Future Improvement Area of the PID based on information provided by the developer of the property.

Assessment Per Unit – Future Improvement Area Projects

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment Per Unit	Total Assessments
Lot Type 1 (60' Lot)	238	\$7,983.27	1.00	\$7,983.27 per dwelling unit	\$1,900,019
Lot Type 2 (50' Lot)	389	\$7,983.27	0.83	\$6,652.73 per dwelling unit	\$2,587,911
Lot Type 3 (40' Lot)	472	\$7,983.27	0.67	\$5,322.18 per dwelling unit	\$2,512,070
Total	1,099				\$7,000,000

Projected Leverage – Future Improvement Area Projects

Description	Planned No. of Units	Estimated Finished Lot Value per unit ¹	Projected Home Value per unit	Assessment Per Unit ²	Leverage (Lot Value)	Leverage (Home Value)
60 Ft Lots	238	\$96,731	\$472,500	\$7,983.27	12.12	59.19
50 Ft Lots	389	\$79,826	\$393,750	\$6,652.73	12.00	59.19
40 Ft Lots	472	\$66,233	\$315,000	\$5,322.18	12.44	59.19

BUDGET IMPACT:

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

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Resolution No. 0521202403-Spiritas PID Future Improvement Area Projects

TOWN OF LITTLE ELM, TEXAS

RESOLUTION NO. 0521202403

A RESOLUTION OF THE TOWN OF LITTLE ELM, TEXAS DETERMINING THE COSTS OF CERTAIN FUTURE IMPROVEMENT AREA PROJECTS TO BE FINANCED BY THE SPIRITAS RANCH PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY SERVICE AND ASSESSMENT PLAN, INCLUDING A PROPOSED FUTURE IMPROVEMENT AREA ASSESSMENT ROLL – FUTURE IMPROVEMENT AREA PROJECTS; CALLING A REGULAR MEETING AND NOTICING A PUBLIC HEARING FOR *JUNE 18, 2024* TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN THE FUTURE IMPROVEMENT AREA OF THE SPIRITAS RANCH PUBLIC IMPROVEMENT DISTRICT; DIRECTING THE FILING OF THE PROPOSED FUTURE IMPROVEMENT AREA ASSESSMENT ROLL - FUTURE IMPROVEMENT AREA PROJECTS WITH THE TOWN SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; DIRECTING TOWN STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

RECITALS

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

WHEREAS, on December 15, 2020, the Town Council conducted a public hearing to consider a petition received by the Town requesting the creation of a public improvement district; and

WHEREAS, on February 2, 2021, the Town Council approved Resolution No. 0202202101 (the “Authorization Resolution”), authorizing, establishing, and creating the Spiritas Ranch Public Improvement District (the “District”); and

WHEREAS, the Town authorized the creation of the District and the issuance of bonds for the District to finance certain public improvements authorized by the Act for the benefit of the property within the District (the “Authorized Improvements”); and

WHEREAS, the Town Council and the Town staff have been presented a “Spiritas Ranch Public Improvement District Preliminary Service and Assessment Plan”, including a proposed assessment roll attached thereto as Appendix I (the “Proposed Future Improvement Area Assessment”); and

Roll – Future Improvement Area Projects”), dated May 21, 2024 (collectively, the “Preliminary SAP”), a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes; and

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

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

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

WHEREAS, the Act requires that notice of the Assessment Hearing be mailed to property owners liable for assessment and published in a newspaper of general circulation in the Town before the tenth (10th) day before the date of the Assessment Hearing.

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

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

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

SECTION 3. THAT the Town Council hereby determines that the total costs of the Future Improvement Area Projects to be financed by the District are as set forth in Table IV-C of the Preliminary SAP.

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

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

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

SECTION 7. THAT the Town Council hereby authorizes, and calls, a meeting and a public hearing (the Assessment Hearing as defined above) to be held on *June 18, 2024 at or after 6:00 p.m. at Little Elm Town Hall, 100 W. Eldorado Pkwy, Little Elm, Texas 75068*, at which the Town Council shall, among other actions, hear and pass on any objections to the proposed assessments; and, upon the adjournment of the Assessment Hearing, the Town Council will consider ordinance levying the assessments as special assessments on property within the Future Improvement Area of the District that benefit from the Future Improvement Area Projects (which ordinance shall specify the method of payment of the assessments).

SECTION 8. THAT the Town Council hereby authorizes and directs the Town Secretary to publish notice of the Assessment Hearing to be held on *June 18, 2024*, in substantially the form attached hereto as **Exhibit B** and incorporated herein for all purposes, in a newspaper of general circulation in the Town, on or before June 6, 2024, which is before the tenth (10th) day before the date of the Assessment Hearing, as required by Section 372.016(b) of the Act.

SECTION 9. THAT when the Proposed Future Improvement Area Assessment Roll – Future Improvement Area Projects is filed with the Town Secretary, the Town Council hereby authorizes and

directs the Town Secretary to mail to owners of property liable for assessment notice of the Assessment Hearing to be held on *June 18, 2024*, on or before June 6, 2024, as required by Section 372.016(c) of the Act.

SECTION 10. THAT Town staff is authorized and directed to take such other actions as are required (including, but not limited to, notice of the public hearing as required by the Texas Open Meetings Act) to place the public hearing on the agenda for the *June 18, 2024* meeting of the Town Council.

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

[Remainder of page intentionally left blank; signatures follow]

PASSED AND APPROVED on this the 21st day of May, 2024.

ATTEST:

Curtis J. Cornelious, Mayor

Caitlan Biggs, Town Secretary

Matt Mueller, Town Manager

APPROVED AS TO FORM:

_____,
Robert Brown, Town Attorney

EXHIBIT A

PRELIMINARY SERVICE AND ASSESSMENT PLAN

SPIRITAS RANCH PUBLIC IMPROVEMENT DISTRICT

TOWN OF LITTLE ELM, TEXAS

SERVICE AND ASSESSMENT PLAN

May 11, 2021 and updated for Additional Improvement
Area #1 Projects July 18, 2023 and updated for Future
Improvement Area Projects May 21, 2024

PREPARED BY:

MUNICAP, INC.
— PUBLIC FINANCE —

SPIRITAS RANCH PUBLIC IMPROVEMENT DISTRICT

SERVICE AND ASSESSMENT PLAN

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I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On February 2, 2021, the Town Council of the Town of Little Elm, Texas passed and approved Resolution No. 0202202101 approving and authorizing the creation of Spiritas Ranch Public Improvement District (the “PID”) to finance the costs of certain public improvements for the benefit of property in the PID, all of which is presently located within the Town of Little Elm, Texas.

The property in the PID is proposed to be developed in multiple phases, and the PID will finance public improvements as the property within the PID is developed. Assessments will be imposed on the property for the public improvements to be constructed.

Chapter 372 of the Texas Local Government Code (as amended, the “PID Act”), governs the creation and operation of public improvement districts within the State of Texas. This Spiritas Ranch Public Improvement District Service and Assessment Plan (this “SAP”) was prepared pursuant to the PID Act. The PID Act requires that a service plan “(i) cover a period of at least five years; (ii) define the annual indebtedness and the projected costs for improvements, and (iii) include a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended.” The PID Act also requires the City “review and update the service plan annually for the purpose of determining the annual budget for improvements.” The service plan for the PID is described in more detail in Section IV herein. The copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, is attached hereto as Appendix D.

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

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

Section 372.016 of the PID Act requires that “after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter.” The current Assessment Rolls for the PID are included as Appendix G and Appendix H-1 and Appendix H-2 and Appendix I of this Service and Assessment Plan. The Assessments as shown on each Assessment Roll are based on the method of assessment and apportionment of costs described in Section V of this Service and Assessment Plan.

B. DEFINITIONS

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

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

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

“Additional Improvement Area #1 Improvements” mean the Authorized Improvements which only benefit Improvement Area #1 Assessed Property, which are described in Section III.C and funded through the Additional Improvement Area #1 Projects Reimbursement Agreement.

“Additional Improvement Area #1 Projects Reimbursement Agreement” means that certain Additional Improvement Area #1 Projects Reimbursement Agreement dated as of July 18, 2023 by and between the Town and the Developer in which the Developer agrees to fund certain Actual Costs of Additional Improvement Area #1 Projects (which consist of the Improvement Area #1 Improvements and Improvement Area #1’s pro rata share of the Additional Major Improvements), and the Town agrees to reimburse the Developer with interest as permitted by the PID Act solely from Improvement Area #1 Assessment Revenues on a subordinate basis to the Series 2021 PID Bonds and/or the net proceeds of Bonds, if issued, for a portion of such Actual Costs funded by the Developer for Additional Improvement Area #1 Projects constructed and accepted by the Town for the benefit of the Improvement Area #1 Assessed Property.

“Additional Improvement Area #1 Projects” mean (i) the pro rata portion of the Additional Major Improvements allocable to Improvement Area #1, and (ii) the Additional Improvement Area #1 Improvements.

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

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

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

“Additional Major Improvement Projects” mean the pro rata portion of the Additional Major Improvements allocable to the Future Improvement Area Assessed Property, which are described in Section III.B.

“Additional Major Improvements” mean the Authorized Improvements described in Section III.B that benefit all Assessed Property within the PID.

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

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

“Annual Installment” means, with respect to each Parcel, each annual payment of: the Assessments, including any applicable interest, as shown on the Assessment Roll attached hereto

as Appendix G, Appendix H-1, Appendix H-2, and Appendix I, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, which annual payment includes amounts collected for the Additional Interest Component (if applicable) and Administrative Expenses.

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

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

“Assessment” means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

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

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

“Assessment Roll” means, as applicable, the Major Improvement Area Assessment Roll – Initial Major Improvements, the Future Improvement Area – Future Improvement Area Projects, the Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Improvements, the Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects, or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update.

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

“Bonds” mean any bonds issued in one or more series for financing the Authorized Improvements and secured in whole or in part by the Assessment Revenues.

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

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

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

“Developer” means MM Little Elm 548, LLC, a Texas limited liability company and its successors and assigns.

“Development Agreement” means that certain “Spiritas Ranch Development Agreement” by and between the Town and the Developer, and related to the development of the Property effective February 2, 2021, as the same may be amended from time to time.

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

“Future Improvement Areas” mean, collectively, all phases of construction in the District being constructed after Improvement Area #1, which area is also contiguous with the Major Improvement Area.

“Future Improvement Area Assessment Roll – Future Improvement Area Projects” means the document included in this Service and Assessment Plan as Appendix I, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with any Annual Service Plan Update.

“Future Improvement Area Assessed Property” means all Parcels within the Future Improvement Area other than Non-Benefited Property and shown in the Future Improvement Area Assessment Roll – Future Improvement Area Projects against which an Assessments relating to the Future Improvement Area Projects are being levied.

“Future Improvement Area Local Improvements” mean the Authorized Improvements which only benefit Future Improvement Area Assessed Property, which are described in Section III.C and funded in part with the Series 2024 PID Bonds.

“Future Improvement Area Projects” mean (i) the Additional Major Improvements Projects benefitting the Future Improvement Area, and (ii) the Future Improvement Area Local Improvements.

“Future Improvement Area Assessment Revenues” mean the revenues actually received by or on behalf of the Town from the collection of Assessments levied against Future Improvement Area Assessed Property, or the Annual Installments thereof, for the Future Improvement Area Projects.

“Future Phase” means a phase of construction in the District being constructed after Improvement Area #1.

“Future Phase Bonds” means bonds issued to fund Future Phase Improvements (or a portion thereof) in a Future Phase. In connection with Future Phase Bonds, Assessments related to such

Future Phase Bonds will be levied only on property located within the applicable Future Phase to finance Future Phase Improvements which will only benefit such Future Phase.

“Future Phase Improvements” means those Authorized Improvements which will confer a special benefit to the related Future Phase.

“Homeowner Association” means a homeowner’s association or property owners’ association established for the benefit of property owners within the boundaries of the PID.

“Homeowner Association Property” means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an exclusive use easement, a homeowner’s association.

“Improvement Area” means one or more Parcels within the PID that will be developed in the same general time period. The Parcels within an Improvement Area will be assessed in connection with the issuance of Bonds or upon the execution of a reimbursement agreement related to such Authorized Improvements (or the portion thereof) designated in an update to this Service and Assessment Plan that specially benefit the Parcels within the Improvement Area.

“Improvement Area #1” or **“IA #1”** means the initial Improvement Area to be developed and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix H.

“Improvement Area #1 Assessed Property” means all Parcels within Improvement Area #1 other than Non-Benefited Property and shown in the Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Improvements and the Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects against which an Assessments relating to the Initial Improvement Area #1 Projects and Additional Improvement Area #1 Projects are levied.

“Improvement Area #1 Assessment Revenues” mean the actual revenues received by or on behalf of the Town from the collection of Assessments levied against Improvement Area #1 Assessed Property, or the Annual Installments thereof, for the Initial Improvement Area #1 Projects and Additional Improvement Area #1 Projects, as applicable. The Improvement Area #1 Assessment Revenues collected from Improvement Area #1 Assessed Property shall be used first to satisfy the portion of the debt service requirements of the Series 2021 PID Bonds allocable to Improvement Area #1 and then to secure the Town’s obligation in connection with the Additional Improvement Area #1 Projects Reimbursement Agreement.

“Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects” means the document included in this Service and Assessment Plan as Appendix H-2, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with any Annual Service Plan Update.

“Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects” means the document included in this Service and Assessment Plan as Appendix H-1, as updated, modified

or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with any Annual Service Plan Update.

“Initial Improvement Area #1 Improvements” mean the Authorized Improvements which only benefit Improvement Area #1 Assessed Property, which are described in Section III.C and funded with the Series 2021 PID Bonds.

“Initial Improvement Area #1 Projects” mean (i) the pro rata portion of the Major Improvements allocable to Improvement Area #1, and (ii) the Initial Improvement Area #1 Improvements.

“Initial Major Improvement Projects” mean the pro rata portion of the Initial Major Improvements allocable to the Major Improvement Area Assessed Property, which are described in Section III.B.

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

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

“Major Improvements” mean the Initial Major Improvements and Additional Major Improvements which benefit all Assessed Property within the PID and are described in Section III.B.

“Major Improvement Area” or **“MIA”** mean the property within the PID excluding Improvement Area #1 which is to be developed subsequent to Improvement Area #1, and generally depicted in Appendix A of this Service and Assessment Plan or any Annual Service Plan Update.

“Major Improvement Area Assessed Property” means, for any year, all Parcels within the PID other than (a) Non-Benefited Property, and (b) Parcels within Improvement Area #1 against which an Assessment to the Major Improvements is or anticipated to be levied.

“Major Improvement Area Assessment Revenues” mean the revenues received by or on behalf of the Town from the collection of Assessments levied against Major Improvement Area Assessed Property, or the Annual Installments thereof, for the Initial Major Improvement Area Projects.

“Major Improvement Area Assessment Roll – Initial Major Improvements” means the document included in this Service and Assessment Plan as Appendix G, as updated, modified or

amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with any Annual Service Plan Update.

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

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

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

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

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

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

“Series 2021 PID Bonds” mean those certain Town of Little Elm, Texas, Special Assessment Revenue Bonds, Series 2021 (Spiritas Ranch Public Improvement District Improvement Area #1 Projects and Major Improvement Area Projects) that are secured collectively by Improvement Area #1 Assessment Revenues and Major Improvement Area Assessment Revenues.

“Series 2024 PID Bonds” mean those certain Town of Little Elm, Texas, Special Assessment Revenue Bonds, Series 2024 (Spiritas Ranch Public Improvement District Future Improvement Area Projects) that are secured by Future Improvement Area Assessment Revenues.

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

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

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

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

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

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II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is presently located within the Town and contains approximately 545 acres of land. A map of the property within the PID is shown on Appendix A to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 2,156 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID.

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

Table II-A
Proposed Development

Proposed Development	Quantity	Measurement
Single-Family - 40 Ft	876	Units
Single-Family - 50 Ft	977	Units
Single-Family - 60 Ft	303	Units
Total	2,156	Units

B. PROPERTY INCLUDED IN IMPROVEMENT AREA #1 AND THE MAJOR IMPROVEMENT AREA

Improvement Area #1 consists of approximately 251 acres and is projected to consist of 1,057 single family residential units, to be developed as Improvement Area #1, as further described in Section III. The Major Improvement Area consists of approximately 294 acres and are projected to consist of approximately 1,099 residential units. A map of the property within Improvement Area #1 and the Major Improvement Area is shown in Appendix A.

C. PROPERTY INCLUDED IN FUTURE IMPROVEMENT AREAS

As the Future Improvement Areas are developed, Future Phase Bonds may be issued for each Future Phase. In connection with the issuance of each new Future Phase Bond, this Service and Assessment Plan will be updated to add additional details of each newly developed Future Phase as shown for Improvement Area #1 in Section II.B. A map of the projected property within each Future Phase is shown in Appendix A. The Future Phases are shown for illustrative purposes only and are subject to adjustment. The current Parcels in the PID are shown on the Assessment Rolls included as Appendix G, Appendix H-1, Appendix H-2, and Appendix I.

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

III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

372.003. Authorized Improvements

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

(b) A public improvement may include:

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

After analyzing the public improvement projects authorized by the PID Act, the Town has determined at this time to undertake only Authorized Improvements listed in Section III.B and III.C. below and shown in the opinion of probable costs and on the diagrams included as Appendix B for the benefit of the Assessed Property. Any change to the list of Authorized Improvements will require the approval of the Town and an update to this Service and Assessment Plan.

B. DESCRIPTIONS AND COSTS OF MAJOR IMPROVEMENTS

Initial Major Improvements

The Initial Major Improvements benefit the entire PID. The costs of the Initial Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of Equivalent Units. Each of Improvement Area #1 and the Major Improvement Area have been proportionally allocated the costs of the Initial Major Improvements, as shown on Table III-A.1.

The Initial Major Improvements descriptions are presented below as provided by the project engineer. The costs of the Initial Major Improvements are shown in Table III-A.1. The costs shown in Table III-A.1 are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Initial Major Improvements follows:

Roadway Improvements

The roadway improvement portion of the Initial Major Improvements consists of the construction of Ryan Spiritas Parkway (FM 2931) with right-of-way, the New HEB Road with right-of-way, a Collector Road with right-of-way and entrance road improvements, including turn lanes. The roadway improvements include related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices, which benefit the Assessed Property. All roadway projects will be designed and constructed in accordance with Town standards and specifications and will be owned and maintained by the Town.

Water Improvements

The water improvement portion of the Initial Major Improvements consists of construction and installation of various sized waterlines, mains, pipes, valves, and appurtenances, necessary for the water distribution system that will service the Assessed Property. The water improvements will be designed and constructed according to Mustang Special Utility District (“MSUD”) and Town standards and specifications and will be owned and operated by the MSUD.

Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Initial Major Improvements consists of construction and installation of a lift station, gravity sewer line, sewer force main, pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements will be designed and constructed according to MSUD and Town standards and specifications and will be owned and operated by the MSUD.

Storm Drainage Improvements

The storm drainage improvement portion of the Initial Major Improvements consist of retention/detention ponds, including excavation, fine grading, and the associated drainage improvements for each pond. Underground reinforced concrete storm sewer pipes, inlets and rock riprap protection at outfalls will also be installed at each pond, which benefit the Assessed Property. The storm drainage collection system improvements will be designed and constructed in accordance with Town standards and specifications and will be owned and maintained by the Town.

Parks, Landscaping, and Hardscaping Improvements

Park, landscaping, and hardscaping improvements portion of the Initial Major Improvements, which consist of grading, irrigation, landscaping, site furnishings, and site elements. All park, landscaping, and hardscaping improvements will be designed and constructed in accordance with Town standards and specifications and will be maintained by a Homeowners Association.

Table III-A.1
Estimated Initial Major Improvement Costs

Authorized Improvements	Original Estimated Budget			Revised Estimated Budget ¹		
	Total Initial Major Improvement Costs	IA #1 Allocated Amount (48.46%) ¹	MIA Allocated Amount (51.54%) ¹	Total Initial Major Improvement Costs	IA #1 Allocated Amount (48.46%) ¹	MIA Allocated Amount (51.54%) ¹
Roadway Improvements	\$4,006,306	\$1,941,333	\$2,064,973	\$4,683,477	\$2,269,470	\$2,414,007
Water Improvements	\$616,541	\$298,757	\$317,784	\$1,627,333	\$788,556	\$838,777
Sanitary Sewer Improvements	\$2,114,663	\$1,024,701	\$1,089,962	\$2,407,712	\$1,166,704	\$1,241,008
Storm Drainage Improvements	\$548,480	\$265,777	\$282,703	\$1,420,019	\$688,098	\$731,921
Parks, Landscaping, and Hardscaping	\$2,722,430	\$1,319,206	\$1,403,224	\$2,172,264	\$1,052,613	\$1,119,651
Other Soft and Miscellaneous Costs	\$4,907,105	\$2,377,833	\$2,529,272	\$5,480,333	\$2,655,602	\$2,824,731
Total Authorized Improvements	\$14,915,525	\$7,227,607	\$7,687,918	\$17,791,138	\$8,621,041	\$9,170,097

Note: Costs provided by Barraza Consulting Group, LLC. The figures shown in Table III-A.1 may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Assessment relating to the Initial Major Improvements financed with PID Bond proceeds does not increase.

1 – As provided by the Developer.

2 – Based on allocation and percentages as shown in Table V-A.

Additional Major Improvements

The Additional Major Improvements benefit the entire PID. The costs of the Additional Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of Equivalent Units. Each of Improvement Area #1 and the Future Improvement Area are being proportionally allocated the costs of the Additional Major Improvements, as shown on Table III-A.2.

The Additional Major Improvements descriptions are presented below as provided by the project engineer. The costs of Additional Major Improvements are shown in Table III-A.2. These costs were not included in the initial cost estimates of the Initial Major Improvements at the time the Assessments were levied to pay for the costs of the Initial Major Improvements as described on the Major Improvement Area Assessment Roll – Initial Major Improvement Area Projects, as further described in Appendix B. The costs shown in Table III-A.2 are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Additional Major Improvements follows:

The Additional Major Improvements consist of road, water, sewer, drainage improvements and soft and miscellaneous costs related to the construction of Perimeter Road, and right-of-way acreage, as shown in Appendix B.

Perimeter Road Improvements

Roadway Improvements

The roadway improvement portion of the Additional Major Improvements consists of the construction of Perimeter Road with right-of-way. The roadway improvements include related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices, which benefit the Assessed Property. All roadway projects will be designed and constructed in accordance with Town standards and specifications and will be owned and maintained by the Town.

Water Improvements

The water improvement portion of the Additional Major Improvements consists of construction and installation of various sized waterlines, mains, pipes, valves, and appurtenances, necessary for the water distribution system that will service the Assessed Property. The water improvements will be designed and constructed according to Mustang Special Utility District (“MSUD”) and Town standards and specifications and will be owned and operated by the MSUD.

Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Additional Major Improvements consists of construction and installation of a lift station, gravity sewer line, sewer force main, pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements will be designed and constructed according to MSUD and Town standards and specifications and will be owned and operated by the MSUD.

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Storm Drainage Improvements

The storm drainage improvement portion of the Additional Major Improvements consist of retention/detention ponds, including excavation, fine grading, and the associated drainage improvements for each pond. Underground reinforced concrete storm sewer pipes, inlets and rock riprap protection at outfalls will also be installed at each pond, which benefit the Assessed Property. The storm drainage collection system improvements will be designed and constructed in accordance with Town standards and specifications and will be owned and maintained by the Town.

Other Soft and Miscellaneous Costs

The other soft and miscellaneous costs portion of the Additional Major Improvements consist of engineering and other soft and miscellaneous costs.

Right-of-way

The Additional Major Improvements include right-of-way acquisitions for Ryan Spiritas Parkway, Hidden Oaks Trail and Spiritas Ranch Road as provided by the project engineer.

Table III-A.2
Estimated Additional Major Improvement Costs

Authorized Improvements	Total Additional Major Improvement Costs¹	IA #1 Allocated Amount (48.46%)²	MIA Allocated Amount (51.54%)
Roadway Improvements (including ROW)	\$1,360,555	\$659,283	\$701,272
Water Improvements	\$434,285	\$210,441	\$223,844
Sanitary Sewer Improvements	\$327,515	\$158,704	\$168,811
Storm Drainage Improvements	\$383,160	\$185,668	\$197,492
Other Soft and Miscellaneous Costs	\$292,485	\$141,729	\$150,756
Right-of-way	\$1,665,000	\$806,808	\$858,192
Total Authorized Improvements	\$4,463,000	\$2,162,633	\$2,300,367

Note: Costs provided by Barraza Consulting Group, LLC. The figures shown in Table III-A.2 may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Assessment relating to the Additional Major Improvements does not increase.

1 – Additional Major Improvement costs represent costs not included in the original estimated costs of Authorized Improvements attached as Appendix B at the time the Assessments related to the Initial Major Improvements were levied. Appendix B was revised to include Additional Major Improvements.

2 – Based on allocation and percentages as shown in Table V-B.

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C. DESCRIPTIONS AND COSTS OF INITIAL IMPROVEMENT AREA #1 IMPROVEMENTS AND ADDITIONAL IMPROVEMENT AREA #1 IMPROVEMENTS

Initial Improvement Area #1 Improvements

The Initial Improvement Area #1 Improvements descriptions are presented below as provided by the project engineer. The costs of the Initial Improvement Area #1 Improvements are shown in Table III-B.1. The costs shown in Table III-B.1 are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Initial Improvement Area #1 Improvements follows, and a description of the Initial Major Improvements allocable to Improvement Area #1 that are a portion of the Initial Improvement Area #1 Projects can be found in Section III.B above.

Roadway Improvements

The road improvement portion of the Initial Improvement Area #1 Improvements consists of the construction of road improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices, which benefit the Improvement Area #1 Assessed Property. All roadway projects will be designed and constructed in accordance with Town standards and specifications and will be owned and maintained by the Town.

Water Improvements

The water improvement portion of the Initial Improvement Area #1 Improvements consists of construction and installation of a looped water main network, waterlines, mains, pipes, valves, and appurtenances, necessary for the portion of the water distribution system that will service the Improvement Area #1 Assessed Property. The water improvements will be designed and constructed according to MSUD and Town standards and will be owned and operated by the MSUD.

Sanitary Sewer Improvements

The wastewater improvement portion of the Initial Improvement Area #1 Improvements consists of construction and installation of various sized gravity sewer lines, pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to Improvement Area #1 Assessed Property. The sanitary sewer improvements will be designed and constructed according to MSUD and Town standards and specifications and will be owned and operated by the MSUD.

Storm Drainage Improvements

The storm drainage improvement portion of the Initial Improvement Area #1 Improvements consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts, which benefit the Improvement Area #1 Assessed Property. The storm drainage collection system

improvements will be designed and constructed in accordance with Town standards and specifications and will be owned and maintained by the Town.

Table III-B.1
Estimated Initial Improvement Area #1 Projects Costs

Authorized Improvements	Original Estimated Budget			Revised Estimated Budget		
	Proportional Share of Initial Major Improvements ¹	Initial Improvement Area #1 Improvements Costs	Initial Improvement Area #1 Projects Total Costs	Proportional Share of Initial Major Improvements ¹	Initial Improvement Area #1 Improvements Costs ²	Initial Improvement Area #1 Projects Total Costs
Roadway Improvements	\$1,941,333	\$7,677,642	\$9,618,975	\$2,269,470	\$9,901,795	\$12,171,265
Water Improvements	\$298,757	\$2,143,135	\$2,441,892	\$788,556	\$4,538,874	\$5,327,430
Sanitary Sewer Improvements	\$1,024,701	\$3,728,596	\$4,753,297	\$1,166,704	\$4,632,792	\$5,799,496
Storm Drainage Improvements	\$265,777	\$4,456,317	\$4,722,094	\$688,098	\$5,423,846	\$6,111,944
Parks, Landscaping, and Hardscaping	\$1,319,206	\$0	\$1,319,206	\$1,052,613	\$0	\$1,052,613
Other Soft and Miscellaneous Costs	\$2,377,833	\$3,288,389	\$5,666,222	\$2,655,602	\$3,953,778	\$6,609,380
Total Authorized Improvements	\$7,227,607	\$21,294,079	\$28,521,686	\$8,621,041	\$28,451,085	\$37,072,126

Note: Costs provided by Barraza Consulting Group, LLC. The figures shown in Table III-B.1 may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Assessment relating to the Initial Improvement Area #1 Projects does not increase.

1 – See Table III-A.1.

2 – As provided by the Developer.

Additional Improvement Area #1 Improvements

The Additional Improvement Area #1 Improvements include right-of-way acquisitions as provided by the project engineer. These costs were incorrectly not included in the initial cost estimates at the time the Assessments described on the Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects were levied, as described in Appendix B. In light of this error, an additional assessment was levied to correct this mistake and in order to pay for these costs. The costs of the Additional Improvement Area #1 Projects (including the portion of the Additional Major Improvements allocable to Improvement Area #1) are shown in Table III-B. The costs shown in Table III-B.2 are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within Improvement Area #1.

A description of the Additional Major Improvements allocable to Improvement Area #1 that are a portion of the Additional Improvement Area #1 Projects can be found in Section III.B above.

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Table III-B.2
Estimated Additional Improvement Area #1 Projects Costs

Authorized Improvements	Proportional Share of Additional Major Improvements²	Additional Improvement Area #1 Improvements Costs²	Additional Improvement Area #1 Projects Total Costs
Roadway Improvements	\$659,283	\$0	\$659,283
Water Improvements	\$210,441	\$0	\$210,441
Sanitary Sewer Improvements	\$158,704	\$0	\$158,704
Storm Drainage Improvements	\$185,668	\$0	\$185,668
Parks, Landscaping, and Hardscaping	\$0	\$0	\$0
Other Soft and Miscellaneous Costs	\$141,729	\$0	\$141,729
Right-of-way	\$806,808	\$6,780,000	\$7,586,808
Total Authorized Improvements	\$2,162,633	\$6,780,000	\$8,942,633

Note: Costs provided by Barraza Consulting Group, LLC. The figures shown in Table III-B.2 may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Assessment relating to the Additional Improvement Area #1 Projects does not increase.

1 – See Table III-A.2.

2 – Costs of the Additional Improvement Area #1 Improvements were incorrectly not included in the initial cost estimates at the time the Assessments described on the Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects were levied, as described in Appendix B.

The costs of Authorized Improvements in Improvement Area #1 (including Initial Improvement Area #1 Projects and Additional Improvement Area #1 Projects) are shown in Table III-B.3.

Table III-B.3
Estimated Total Improvement Area #1 Costs

Authorized Improvements	Initial Improvement Area #1 Projects Costs¹	Additional Improvement Area #1 Projects Costs²	Total Improvement Area #1 Costs
Roadway Improvements	\$12,171,265	\$659,283	\$12,830,548
Water Improvements	\$5,327,430	\$210,441	\$5,537,871
Sanitary Sewer Improvements	\$5,799,496	\$158,704	\$5,958,199
Storm Drainage Improvements	\$6,111,944	\$185,668	\$6,297,611
Parks, Landscaping, and Hardscaping	\$1,052,613	\$0	\$1,052,613
Other Soft and Miscellaneous Costs	\$6,609,380	\$141,729	\$6,751,109
Right-of-way	\$0	\$7,586,808	\$7,586,808
Total Authorized Improvements	\$37,072,126	\$8,942,633	\$46,014,760

Note: Costs provided by Barraza Consulting Group, LLC. The figures shown in Table III-B.3 may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Assessment relating to Improvement Area #1 does not increase.

1 – See Table III-B.1.

2 – See Table III-B.2.

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D. DESCRIPTIONS AND COSTS OF FUTURE IMPROVEMENT AREA LOCAL IMPROVEMENTS

The Future Improvement Area Local Improvements benefit only the Future Improvement Area. The costs of the Future Improvement Area Local Improvements are allocated proportionally to all Parcels within the Future Improvement Areas, excluding Non-Benefited Property, in a manner that anticipates planned development of the Future Improvement Area based on the anticipated number of Equivalent Units. The costs of the Future Improvement Area Local Improvements have not previously been included in any levy of assessments. These costs are being levied now to permit development of the Future Improvement Areas to continue in light of increased demands for sanitary sewer improvements.

The Future Improvement Area Local Improvements descriptions are presented below as provided by the project engineer. The costs of the Future Improvement Area Local Improvements are shown in Table III-C.1. The costs shown in Table III-C.1 are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Future Improvement Area Local Improvements follows:

The Future Improvement Area Local Improvements consist of sewer improvements and soft and miscellaneous costs, as shown in Appendix B.

Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Future Improvement Area Local Improvements consists of construction and installation of a lift station, gravity sewer line, sewer force main, pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to the Major Improvement Area Assessed Property. The sanitary sewer improvements will be designed and constructed according to MSUD and Town standards and specifications and will be owned and operated by the MSUD.

Other Soft and Miscellaneous Costs

The other soft and miscellaneous costs portion of the Future Improvement Area Local Improvements consist of engineering and other soft and miscellaneous costs.

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Table III-C.1
Future Improvement Area Local Improvements

Authorized Improvements	Total Costs
Sanitary Sewer Improvements	\$1,959,417
Other Soft and Miscellaneous Costs	\$822,421
Total Authorized Improvements	\$2,781,838

Note: Costs provided by Barraza Consulting Group, LLC. The figures shown in Table III-C.1 may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Assessment relating to the Future Improvement Area Local Improvements does not increase.

A description of the Additional Major Improvements allocable to the Future Improvement Area that are a portion of the Future Improvement Area Projects can be found in Section III.B above.

Table III-C.2
Estimated Future Improvement Area Project Costs

Authorized Improvements	Proportional Share of Additional Major Improvements¹	Future Improvement Area Local Improvements Costs²	Future Improvement Area Projects Total Costs
Roadway Improvements	\$701,272	\$0	\$701,272
Water Improvements	\$223,844	\$0	\$223,844
Sanitary Sewer Improvements	\$168,811	\$1,959,417	\$2,128,228
Storm Drainage Improvements	\$197,492	\$0	\$197,492
Other Soft and Miscellaneous Costs	\$150,756	\$822,421	\$973,177
Right-of-way	\$858,192	\$0	\$858,192
Total Authorized Improvements	\$2,300,367	\$2,781,838	\$5,082,205

Note: Costs provided by Barraza Consulting Group, LLC. The figures shown in Table III-C.2 may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Assessment relating to the Additional Improvement Area #1 Projects does not increase.

1 – See Table III-A.2.

2 – See Table III-C.1.

E. FUTURE IMPROVEMENT AREAS

As the Future Improvement Areas are developed and Future Phase Bonds are issued, this SAP will be amended to identify the specific Future Phase Improvements that confer a special benefit to the property inside each construction phases(s) of the Future Improvement Areas (e.g. a Table III-D will be added to show the costs for the specific Authorized Improvements financed within the specific portion of the Future Improvement Areas being developed.)

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IV. SERVICE PLAN

A. PROJECTED SOURCES AND USES OF FUNDS

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five year period. All Initial Major Improvements (which include Improvement Area #1's pro rata share of the Initial Major Improvements) have been completed and accepted by the Town and MSUD, as applicable, with the exception of (i) the connection of Ryan Spiritas Parkway to U.S. 380, which is pending certain approvals from the Texas Department of Transportation, (ii) acceptance of a lift station, which is pending final acceptance from MSUD and expected in the second quarter of 2024, and (iii) parks and landscaping, which is expected in the second quarter of 2024. It is anticipated that the Additional Major Improvements (which include both Improvement Area #1's and the Future Improvement Areas' pro rata share of the Additional Major Improvements) will be completed and accepted by the Town in late second quarter or early third quarter of 2024. All Initial Improvement Area #1 Improvements have been completed and accepted by the Town and MSUD, as applicable. The Additional Improvement Area #1 Improvements have been completed and accepted by the Town. It is anticipated that the Future Improvement Area Local Improvements will be completed and accepted by the Town in the third quarter of 2024.

The estimated costs for the Initial Improvement Area #1 Projects and the Initial Major Improvement Projects, plus costs related to the issuance of the Series 2021 PID Bonds and payment of expenses incurred in the establishment, administration and operation of the PID is \$56,138,692 as shown in Table IV-A. To pay for these costs, (i) an assessment totaling \$32,920,000 has been levied against Improvement Area #1, as shown in Appendix H-1 and (ii) an assessment totaling \$10,280,000 has been levied against the Major Improvement Area, as shown in Appendix G. The Developer will be responsible for any additional costs of the Initial Improvement Area #1 Projects and the Initial Major Improvement Projects.

The estimated costs for the Additional Improvement Area #1 Projects (which consist of the Improvement Area #1 Improvements and Improvement Area #1's pro rata share of the Additional Major Improvements) is \$8,977,633 as shown in Table IV-B. To pay for these costs, an assessment totaling \$7,745,000 has been levied against the Future Improvement Areas, as shown in Appendix H-2. The Developer will be responsible for any additional costs of the Additional Improvement Area #1 Projects.

The estimated costs for the Future Improvement Area Projects (which consists of the Future Improvement Area Local Improvements and the Future Improvement Area's pro rata share of the Additional Major Improvements) is \$7,156,971 as shown in Table IV-C. To pay for these costs, an assessment totaling \$7,000,000 is being levied against the Future Improvement Areas, as shown in Appendix I. The Developer will be responsible for any additional costs of the Future Improvement Area Projects.

As Future Improvement Areas are developed in connection with the issuance of Future Phase Bonds, this Service and Assessment Plan will be amended (e.g. Table IV-D will be added for Improvement Area #2, etc.). The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses and the Additional Interest Component, updating the estimated Authorized Improvement costs, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an “Annual Service Plan Update.”

The Series 2021 PID Bonds shown in Table IV-A were issued in 2021 and are being used to finance a portion of the costs of the Initial Improvement Area #1 Projects and the Initial Major Improvement Projects.

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Table IV-A
Estimated Sources and Uses
Series 2021 PID Bonds

Sources of Funds	Series 2021 PID Bonds
Par amount	\$43,200,000
Other funding sources	\$12,938,692
Total Sources	\$56,138,692
Uses of Funds	
<u>Initial Major Improvement Projects:</u>	
Roadway Improvements	\$2,414,007
Water Improvements	\$838,777
Sanitary Sewer Improvements	\$1,241,008
Storm Drainage Improvements	\$731,921
Parks, Landscaping, and Hardscaping	\$1,119,651
Other Soft and Miscellaneous Costs	\$2,824,731
<i>Subtotal</i>	<i>\$9,170,097</i>
<u>Initial Improvement Area #1 Projects²:</u>	
Roadway Improvements	\$12,171,265
Water Improvements	\$5,327,430
Sanitary Sewer Improvements	\$5,799,496
Storm Drainage Improvements	\$6,111,944
Parks, Landscaping, and Hardscaping	\$1,052,613
Other Soft and Miscellaneous Costs	\$6,609,380
<i>Subtotal</i>	<i>\$37,072,126</i>
<u>Bond Issuance Costs:</u>	
Cost of Issuance	\$2,337,000
Capitalized interest	\$4,257,000
Reserve Fund	\$2,976,469
Administrative Expense	\$110,000
Placement Agent's Fee	\$216,000
<i>Subtotal</i>	<i>\$9,896,469</i>
Total Uses	\$56,138,692

1 – See Table III-A.1 for details.

2 – See Table III-B for detailed breakdown of the Initial Improvement Area #1 Projects.

The Additional Improvement Area #1 Projects Reimbursement Agreement shown in Table IV-B was executed on July 18, 2023, between the Town and the Developer to finance a portion of the costs of the Additional Improvement Area #1 Projects. The Town is not under any obligation to issue Bonds to replace or refinance the Additional Improvement Area #1 Projects Reimbursement Agreement.

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Table IV-B
Estimated Sources and Uses
Additional Improvement Area #1 Projects Reimbursement Agreement

Sources of Funds	Additional IA #1 Projects Reimbursement Agreement
Assessment amount	\$7,745,000
Other funding sources	\$1,232,633
Total Sources	\$8,977,633
Uses of Funds	
Additional Major Improvements ¹	
Roadway Improvements	\$659,283
Water Improvements	\$210,441
Sanitary Sewer Improvements	\$158,704
Storm Drainage Improvements	\$185,668
Other Soft and Miscellaneous Costs	\$141,729
Right-of-way	\$806,808
<i>Subtotal</i>	<i>\$2,162,633</i>
Additional Improvement Area #1 Improvements ¹ :	
Right-of-way	\$6,780,000
<i>Subtotal</i>	<i>\$6,780,000</i>
Other Costs:	
Administrative Expenses	\$35,000
<i>Subtotal</i>	<i>\$35,000</i>
Total Uses	\$8,977,633

¹ – See Table III-B for details.

The Series 2024 PID Bonds shown in Table IV-C are being issued in 2024 and are being used to finance a portion of the costs of the Future Improvement Area Projects, which consist of the Additional Major Improvement Projects and the Future Improvement Area Local Improvements.

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Table IV-C
Estimated Sources and Uses
Series 2024 PID Bonds

Sources of Funds	Series 2024 PID Bonds
Par amount	\$7,000,000
Other funding sources	\$156,971
Total Sources	\$7,156,971
Uses of Funds	
<u>Additional Major Improvements Projects:¹</u>	
Roadway Improvements	\$701,272
Water Improvements	\$223,844
Sanitary Sewer Improvements	\$168,811
Storm Drainage Improvements	\$197,492
Other Soft and Miscellaneous Costs	\$150,756
Right-of-way	\$858,192
<i>Subtotal Additional Major Improvement Projects</i>	<i>\$2,300,367</i>
<u>Future Improvement Area Local Improvements¹</u>	
Sanitary Sewer Improvements	\$1,959,417
Other Soft and Miscellaneous Costs	\$822,421
<i>Subtotal Future Improvement Area Local Improvements</i>	<i>\$2,781,838</i>
<u>Bond Issuance Costs:</u>	
Cost of Issuance	\$490,216
Capitalized interest	\$735,000
Reserve Fund	\$604,550
Administrative Expense	\$35,000
Placement Agent's Fee	\$210,000
<i>Subtotal Bond Issuance Costs</i>	<i>\$2,074,766</i>
Total Uses	\$7,156,971

¹ – See Table III-C.2 for details.

B. PROJECTED FIVE YEAR SERVICE PLAN

The annual projected costs and annual projected indebtedness with respect to the Initial Major Improvement Projects and the Initial Improvement Area #1 Projects (including the portion of the Initial Major Improvements allocated to Improvement Area #1), shown by Table IV-D. The annual projected costs and indebtedness are subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

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Table IV-D
Annual Projected Costs and Annual Projected Indebtedness
Initial Major Improvement Projects and Initial Improvement Area #1 Projects

Year	Annual Projected Cost	Annual Projected Indebtedness	Other Funding Sources	Projected Initial Major Improvement Projects Annual Installments ¹	Projected Initial IA #1 Projects Annual Installments ¹
2022 & Prior	\$56,138,692	\$43,200,000	\$12,938,692	\$0	\$0
2023	\$0	\$0	\$0	\$461,634	\$1,473,416
2024	\$0	\$0	\$0	\$796,258	\$2,502,999
2025	\$0	\$0	\$0	\$797,292	\$2,504,009
2026	\$0	\$0	\$0	\$792,754	\$2,508,289
2027	\$0	\$0	\$0	\$792,937	\$2,505,544
2028	\$0	\$0	\$0	\$792,547	\$2,501,068
Total	\$56,138,692	\$43,200,000	\$12,938,692	\$4,433,421	\$13,995,325

¹ – Projected Annual Installment amounts are net of available capitalized interest.

The annual projected costs shown in Table IV-D are the annual expenditures relating to the Initial Major Improvement Projects shown in Table III-A.1, the Initial Improvement Area #1 Projects shown in Table III-B and the costs associated with setting up the PID and bond issuance costs for the Series 2021 PID Bonds including reserves shown in Table IV-A. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

The annual projected costs and annual projected indebtedness with respect to the Additional Improvement Area #1 Projects (including the portion of the Additional Major Improvements allocated to Improvement Area #1) is shown by Table IV-E. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

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Table IV-E
Annual Projected Costs and Annual Projected Indebtedness
Additional Improvement Area #1 Projects

Year	Annual Projected Cost	Annual Projected Indebtedness	Other Funding Sources	Projected Additional IA #1 Projects Annual Installments
2023 ¹	\$8,977,633	\$7,745,000	\$1,232,633	\$0
2024	\$0	\$0	\$0	\$567,019
2025	\$0	\$0	\$0	\$569,195
2026	\$0	\$0	\$0	\$572,033
2027	\$0	\$0	\$0	\$575,474
2028	\$0	\$0	\$0	\$578,459
2029	\$0	\$0	\$0	\$580,989
Total	\$8,977,633	\$7,745,000	\$1,232,633	\$3,443,168

1 – Administrative Expenses for year 2023 will be paid by the Developer.

The annual projected costs shown in Table IV-E are the annual expenditures relating to the Additional Improvement Area #1 Projects shown in Table III-B. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

The annual projected costs and annual projected indebtedness with respect to the Future Improvement Area Projects (including the portion of the Additional Major Improvements allocated to the Future Improvement Area and the Future Improvement Area Local Improvements) is shown by Table IV-F. The annual projected costs and indebtedness is subject to revision and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

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Table IV-F
Annual Projected Costs and Annual Projected Indebtedness
Future Improvement Area Projects

Year	Annual Projected Cost	Annual Projected Indebtedness	Other Funding Sources	Projected Future Improvement Area Projects Annual Installments
2024	\$7,156,971	\$7,000,000	\$156,971	\$0
2025	\$0	\$0	\$0	\$699
2026	\$0	\$0	\$0	\$700
2027	\$0	\$0	\$0	\$700
2028	\$0	\$0	\$0	\$702
2029	\$0	\$0	\$0	\$703
2030	\$0	\$0	\$0	\$703
Total	\$7,156,971	\$7,000,000	\$156,971	\$4,206

The annual projected costs shown in Table IV-F are the annual expenditures relating to the Future Improvement Area Projects shown in Table III-C.2. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

As the Future Improvement Areas are developed, in association with issuing Future Phase Bonds for portions of the Future Improvement Areas, a Table IV-G will be updated to identify the Authorized Improvements to be financed by each new series of the Future Phase Bonds and the projected indebtedness resulting from each additional series of the Future Phase Bonds.

C. PID ASSESSMENT NOTICE

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

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V. ASSESSMENT PLAN

A. INTRODUCTION

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

The proposed bond issuance program entails a series of bond financings and/or reimbursement agreements that are intended to finance the public infrastructure required for the development. This financing will necessarily be undertaken in phases to coincide with the private investment and development of the Authorized Improvements. Following the initial Series 2021 PID Bonds issued in 2021 to finance the Initial Improvement Area #1 Projects and the Initial Major Improvement Projects, the Additional Improvement Area #1 Projects Reimbursement Agreement obligation incurred in 2023 to finance the Additional Improvement Area #1 Projects, and the Series 2024 PID Bonds expected to be issued in 2024 to finance the Future Improvement Area Projects, subsequent financings may be issued and/or additional obligations created under a reimbursement agreement over the upcoming decade as the subsequent phases of the development are gradually constructed.

The purpose of this gradual issuance of bonds in phases is to mirror the actual private development of the Authorized Improvements. The bonds to be issued are most prudently and efficiently utilized when directly coinciding with construction of public infrastructure needed for private development that is to occur once the infrastructure is completed; it is most effective to issue the Bonds when the infrastructure is needed, not before. Furthermore, there is no economic advantage, and several disadvantages, to issuing debt and encumbering property within the PID prior to the need for the Authorized Improvements.

For purposes of this Service and Assessment Plan, the Town Council has determined that the costs of the Initial Major Improvement Projects, Additional Major Improvement Projects, Initial Improvement Area #1 Projects, Additional Improvement Area #1 Projects, and Future Improvement Area Local Improvements shall be allocated as described below:

1. The costs of the Initial Improvement Area #1 Projects and Additional Improvement Area #1 Projects that only benefit Improvement Area #1 shall be allocated on the basis of Equivalent Units calculated using the average home price of each Lot Type once such property is developed, and that such method of allocation will result in the imposition of equal shares of

the costs of such Authorized Improvements of Improvement Area #1 Assessed Property to Parcels similarly benefited.

2. The costs of the Initial Major Improvements are proportionally allocated to the Major Improvement Area Assessed Property and the Improvement Area #1 Assessed Property based on estimated Equivalent Units calculated using the average home price for the Major Improvement Area Assessed Property and the Improvement Area #1 Assessed Property.
3. The costs of the Additional Major Improvements are proportionally allocated to the Future Improvement Area Assessed Property and the Improvement Area #1 Assessed Property based on estimated Equivalent Units calculated using the average home price for the Future Improvement Area Assessed Property and the Improvement Area #1 Assessed Property.
4. The Initial Major Improvement Projects and Additional Major Improvement Projects are allocated to each Parcel of Major Improvement Area Assessed Property based on estimated Equivalent Units calculated using the average home price of each Lot Type.
5. The Future Improvement Area Local Improvements are allocated to each Parcel of Future Improvement Area Assessed Property based on estimated Equivalent Units calculated using the average home price of each Lot Type.

Table V-A provides the estimated allocation of costs of the Authorized Improvements constituting Major Improvements (including the Initial Major Improvements and the Additional Major Improvements) between Improvement Area #1 Assessed Property, Major Improvement Area Assessed Property or Future Improvement Area Assessed Property.

At this time, it is impossible to determine with absolute certainty the amount of special benefit each Parcel within the Future Phases will receive from the Future Phase Improvements that will benefit each individual Future Phase and that may be financed with Future Phase Bonds. Therefore, Parcels will only be assessed for the special benefits conferred upon the Parcel at this time because of the Initial Major Improvements, Initial Improvement Area #1 Improvements, Additional Improvement Area #1 Projects, and Future Improvement Area Projects, as applicable.

In connection with the issuance of Future Phase Bonds and/or execution of related reimbursement agreements, this Service and Assessment Plan will be updated to reflect the special benefit each Parcel of Assessed Property within a Future Phase receives from the specific Authorized Improvements funded with those Future Phase Bonds issued with respect to that Future Phase. Prior to assessing Parcels located within a Future Phase in connection with issuance of Future Phase Bonds, each owner of the Parcels to be assessed must acknowledge that the Authorized Improvements to be financed confer a special benefit on their Parcel and must consent to the imposition of the Assessments to pay for the Actual Costs of such Authorized Improvements.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within the PID as a result of the Initial Major Improvement Projects, Additional Major Improvement Projects, Initial Improvement Area #1 Projects, Additional Improvement Area #1 Projects, and Future Improvement Area Projects, as applicable, (ii) provides

the basis and justification for the determination that this special benefit exceeds the amount of the Assessments levied or to be levied, as applicable, on the Improvement Area #1 Assessed Property, and Major Improvement Area Assessed Property, and Future Improvement Area Assessed Property for such improvements, and (iii) establishes the methodologies by which the Town Council allocates and reallocates the special benefit of the Initial Major Improvement Projects, Additional Major Improvement Projects, Initial Improvement Area #1 Projects, Additional Improvement Area #1 Projects, and Future Improvement Area Projects, as applicable, to Parcels in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Parcels similarly benefited. The determination by the Town Council of the assessment methodologies set forth below is the result of the discretionary exercise by the Town Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

As Future Phases are developed, in connection with the issuance of Future Phase Bonds and/or the execution of a related reimbursement agreement, this Service and Assessment Plan will be updated based on the Town's determination of the assessment methodology for each Future Phase.

B. SPECIAL BENEFIT

Assessed Property must receive a direct and special benefit from the Authorized Improvements, and this benefit must be equal to or greater than the amount of the Assessments. The Authorized Improvements are provided specifically for the benefit of the Assessed Property. The Authorized Improvements (more particularly described in line-item format in Appendix B to this Service and Assessment Plan) are authorized by the PID Act. These Authorized Improvements are provided specifically for the benefit of the Assessed Property.

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

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

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

Appraisal, Third Edition.) The Authorized Improvements are expected to be required for the proposed use of the Assessed Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

The Developer has evaluated the potential use of the property and has determined that the highest and best use of the property is the use intended and the legal use for the property as described in Section II of this Service and Assessment Plan. The use of the Assessed Property as described herein will require the construction of the Authorized Improvements.

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

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

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

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property as a result;
2. The Developer, as the owner of the Assessed Property, at the time of the Assessment, has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the Developer is acting in its interest by consenting to this imposition;
3. The Authorized Improvements are required for the highest and best use of the property;
4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);

5. Financing of the costs of the Authorized Improvement through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,
6. As a result, the special benefits to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. ALLOCATION OF INITIAL MAJOR IMPROVEMENT COSTS TO ASSESSED PROPERTY

The Initial Major Improvements will provide a special benefit to all property in the PID. Accordingly, the estimated Initial Major Improvement costs must be allocated throughout all Assessed Property in the PID. Table V-A summarizes the allocation of Actual Costs for each type of Initial Major Improvement. The costs shown in Table V-A are estimates and may be revised in an Annual Service Plan Updates, but the related Assessment may not be increased.

Improvement Area #1 is projected to contain 1,057 residential units. As shown in Appendix E, the total Equivalent Units for Improvement Area #1 is calculated as 824.33. The Major Improvement Area is projected to contain 1,099 residential units resulting in a total of 876.83 Equivalent Units as shown in Appendix E. The Total projected Equivalent Units in the PID is, therefore, calculated to be 1,701.17 (i.e., $824.33 + 876.83 = 1,701.17$). As a result, 48.46 percent of the estimated costs of the Initial Major Improvements (i.e., $824.33 \div 1,701.17 = 48.46\%$) are allocated to the Improvement Area #1 Assessed Property and 51.54 percent of the estimated costs of the Initial Major Improvements (i.e., $876.83 \div 1,701.17 = 51.54\%$) are allocated to the Major Improvement Area Assessed Property. The Series 2021 PID Bonds funded the Initial Major Improvements.

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Table V-A
Allocation of Initial Major Improvement Costs

Authorized Improvement	Estimated Costs
Roadway Improvements	\$4,683,477
Water Improvements	\$1,627,333
Sanitary Sewer Improvements	\$2,407,712
Storm Drainage Improvements	\$1,420,019
Parks, Landscaping, and Hardscaping	\$2,172,264
Other Soft and Miscellaneous Costs	\$5,480,333
Total Initial Major Improvements	\$17,791,138
Improvement Area #1	
Projected total Equivalent units	824.33
% of Total Equivalent Units	48.46%
Proportionate Share of Costs	\$8,621,041
Major Improvement Area	
Projected total Equivalent units	876.83
% of Total Equivalent Units	51.54%
Proportionate Share of Costs	\$9,170,097

D. ALLOCATION OF ADDITIONAL MAJOR IMPROVEMENT COSTS TO ASSESSED PROPERTY

The Additional Major Improvements will provide a special benefit to all property in the PID. Accordingly, the estimated Additional Major Improvement costs must be allocated throughout all Assessed Property in the PID. Table V-A summarizes the allocation of Actual Costs for each type of Additional Major Improvement. The costs shown in Table V-B are estimates and may be revised in Annual Service Plan Updates, but the related Assessment may not be increased.

Improvement Area #1 is projected to contain 1,057 residential units. As shown in Appendix E, the total Equivalent Units for Improvement Area #1 is calculated as 824.33. The Major Improvement Area is projected to contain 1,099 residential units resulting in a total of 876.83 Equivalent Units as shown in Appendix E. The Total projected Equivalent Units in the PID is, therefore, calculated to be 1,701.17 (i.e., $824.33 + 876.83 = 1,701.77$). As a result, 48.46 percent of the estimated costs of the Additional Major Improvements (i.e., $824.33 \div 1,701.77 = 48.46\%$) are allocated to the Improvement Area #1 Assessed Property and 51.54 percent of the estimated costs of the Additional Major Improvements (i.e., $876.83 \div 1,701.77 = 51.54\%$) are allocated to the Major Improvement Area Assessed Property. The Additional Major Improvements are anticipated to be funded, in part under the Additional Improvement Area #1 Projects Reimbursement Agreement (for that portion allocable to Improvement Area #1) and in part by the Series 2024 Bonds, as well as from contributions from the Developer without reimbursement.

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Table V-B
Allocation of Additional Major Improvement Costs

Authorized Improvement	Estimated Costs
Roadway Improvements	\$1,360,555
Water Improvements	\$434,285
Sanitary Sewer Improvements	\$327,515
Storm Drainage Improvements	\$383,160
Other Soft and Miscellaneous Costs	\$292,485
Right-of-way	\$1,665,000
Total Additional Major Improvements	\$4,463,000
Improvement Area #1	
Projected total Equivalent units	824.33
% of Total Equivalent Units	48.46%
Proportionate Share of Costs	\$2,162,633
Future Improvement Areas	
Projected total Equivalent units	876.83
% of Total Equivalent Units	51.54%
Proportionate Share of Costs	\$2,300,367

E. ASSESSMENT METHODOLOGY

The costs of the Authorized Improvements may be assessed by the Town Council against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the Assessments. The costs of the Authorized Improvements may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

1. Assessment Methodology for the Major Improvement Area

For purpose of this Service and Assessment Plan, the Town Council determined that the Initial Major Improvement Projects shall be allocated to the Major Improvement Area Assessed Property by spreading the entire Assessment for such improvements across the Parcels based on the estimated number of Equivalent Units anticipated to be developed on each Parcel within the Major Improvement Area.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated number of Equivalent Units at the time residential Lots are platted to the total estimated number of Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the Town Council.

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

2. Assessment Methodology for Improvement Area #1

For purpose of this Service and Assessment Plan, the Town Council has determined that the Actual Costs of the Initial Improvement Area #1 Projects and Additional Improvement Area #1 Projects shall be allocated to the Improvement Area #1 Assessed Property by spreading the entire Assessments identified in Appendix H-1 (with respect to the Initial Improvement Area #1 Projects) and Appendix H-2 (with respect to the Additional Improvement Area #1 Projects) across the Parcels within Improvement Area #1 based on the estimated number of Equivalent Units anticipated to be developed on each Parcel within Improvement Area #1.

Based on the estimates of the costs of the Initial Improvement Area #1 Projects and Additional Improvement Area #1 Projects, as set forth in Table III-B, the Town Council has determined that the respective benefit of the Initial Improvement Area #1 Projects and Additional Improvement Area #1 Projects to Improvement Area #1 Assessed Property is at least equal to the Assessments levied on the Improvement Area #1 Assessed Property as identified in Appendix H-1 (with respect to the Initial Improvement Area #1 Projects) and Appendix H-2 (with respect to the Additional Improvement Area #1 Projects).

Upon subsequent divisions of any Parcel, each Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, each Assessment will be apportioned proportionately among each Parcel based on the ratio of the estimated number of Equivalent Units at the time residential Lots are platted to the total estimated number of Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the Town Council.

The Assessment and Annual Installments for each Parcel or Lot located within Improvement Area #1 levied in connection with the Initial Improvement Area #1 Projects is shown on the Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects, attached as Appendix H-1, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

The Assessment and Annual Installments for each Parcel or Lot located within Improvement Area #1 levied in connection with the Additional Improvement Area #1 Projects is shown on the Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects, attached as Appendix H-2, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

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3. *Assessment Methodology for the Future Improvement Area*

For purpose of this Service and Assessment Plan, the Town Council determined that the Future Improvement Area Projects shall be allocated to the Future Improvement Area Assessed Property by spreading the entire Assessment for such improvements across the Parcels based on the estimated number of Equivalent Units anticipated to be developed on each Parcel within the Future Improvement Area.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated number of Equivalent Units at the time residential Lots are platted to the total estimated number of Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the Town Council.

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

When any given Future Improvement Area is developed, and Future Phase Bonds for that portion of the Future Improvement Area is to be issued, this Service and Assessment Plan will be amended to determine the assessment methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited within that portion of the Future Improvement Area.

F. ASSESSMENTS

The Assessments for the pro rata share of Initial Major Improvement Projects and the Initial Improvement Area #1 Projects to be paid with the proceeds from Series 2021 PID Bonds were levied on each Parcel or Lot according to the Major Improvement Area Assessment Roll – Initial Major Improvements and the Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects, as applicable. The Assessments for the Additional Improvement Area #1 Projects to be paid by the Developer and reimbursed with the Additional Improvement Area #1 Projects Reimbursement Agreement were levied on each Parcel or Lot within Improvement Area #1 according to the Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects. The Assessments for the Future Improvement Area Projects are to be paid with the proceeds from Series 2024 PID Bonds and will be levied on each Parcel or Lot within the Future Improvement Area according to the Future Improvement Area Assessment Roll – Future Improvement Area Projects. The Annual Installments from the Major Improvement Area Assessed Property will be collected on the dates and in the amounts shown on the Major Improvement Area Assessment Roll – Initial Major Improvements, the Annual Installments from the Improvement Area #1 Assessed Property will be collected on the dates and in the amounts shown on the Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects and the Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects, and the Annual Installments from the Future Improvement Area Assessed Property will be collected on

the dates and in the amounts shown on the Future Improvement Area Assessment Roll – Future Improvement Area Projects, as applicable, subject to revisions made during an Annual Service Plan Update. Non-Benefited Property will not be subject to any Assessments.

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

G. ADMINISTRATIVE EXPENSES

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Assessment levied against the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on each Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

H. ADDITIONAL INTEREST RESERVE

Pursuant to the PID Act, the interest rate for Assessments may exceed the actual interest rate per annum paid on the related Bonds by no more than one half of one percent (0.50%). The interest rate used to determine the Assessments is one half of one percent (0.50%) per annum higher than the actual rate paid on the Bonds secured by such Assessments, with the Additional Interest Component of the Annual Installments allocated to fund a reserve to be used for paying interest associated with a prepayment and to offset any possible delinquency related costs. The Additional Interest Reserve shall be funded until it reaches 5.50% of the outstanding series of Bonds unless otherwise stipulated in the Bond documents. Once the Additional Interest Reserve is funded in full, the Additional Interest to be paid may be adjusted in a subsequent Annual Service Plan Update or the Town may allocate the Additional Interest Component of the Annual Installments as provided in the applicable Trust Indenture. No Additional Interest will be collected on any portion of an Assessment which secures a reimbursement obligation, including the obligation created under the Additional Improvement Area #1 Reimbursement Agreement, and not a series of Bonds.

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VI. TERMS OF THE ASSESSMENTS

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN THE MAJOR IMPROVEMENT AREA

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

The Annual Installments shall be collected from Major Improvement Area Assessed Property in an amount sufficient to pay (i) principal and interest on the Major Improvement Area Assessed Property's share of the Series 2021 PID Bonds, (ii) to fund the Additional Interest Reserve described in Section V, and (iii) to pay its allocated portion of Administrative Expenses related to the PID.

B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN IMPROVEMENT AREA #1

The Assessment and Annual Installments for each Assessed Property located within Improvement Area #1 is shown on the Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects and the Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects, attached as Appendix H-1 and Appendix H-2, respectively, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected from Improvement Area #1 Assessed Property in an amount sufficient to pay (i) principal and interest on the Improvement Area #1 Assessed Property's share of the Series 2021 PID Bonds (ii) principal and interest on the Additional Improvement Area #1 Projects Reimbursement Agreement for the Additional Improvement Area #1 Projects, (iii) to fund the Additional Interest Reserve described in Section V (with respect to the portion of the assessment securing the Series 2021 PID Bonds), and (iv) to pay its allocated portion of Administrative Expenses related to the PID.

C. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN FUTURE IMPROVEMENT AREAS

The Assessment and Annual Installments for each Assessed Property located within the Future Improvement Area are shown on the Future Improvement Area Assessment Roll – Future Improvement Area Projects attached as Appendix I, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected from Future Improvement Area Assessed Property in an amount sufficient to pay (i) principal and interest on the Future Improvement Area Assessed Property's share of the Series 2024 PID Bonds, (ii) to fund the Additional Interest Reserve

described in Section V, and (iii) to pay its allocated portion of Administrative Expenses related to the PID.

As any given Future Phase is developed, this Service and Assessment Plan will be amended to determine the Assessment and Annual Installments for each Assessed Property located within the Future Phase (e.g., an Appendix will be added as the Assessment Roll for Improvement Area #2, etc.). The Assessments shall not exceed the benefit received by the Assessed Property.

D. REALLOCATION OF ASSESSMENTS

1. Subdivision

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

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

Where the terms have the following meanings:

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

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

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the Town Council.

2. Consolidation

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

E. MANDATORY PREPAYMENT OF ASSESSMENTS

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

F. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of Bonds and/or obligation under a related reimbursement agreement have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs of the Authorized Improvements used to calculate the Assessments securing such series of Bonds and/or obligation under related reimbursement agreement, resulting in excess Bond proceeds being available to redeem Bonds of such series and/or a need to reduce the obligation under a reimbursement agreement, as the case may be, then the Assessment securing such series of Bonds and/or obligation under the related reimbursement agreement for each Parcel of Assessed Property shall be reduced by the Town Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the actual reduced Actual Costs and such excess Bond proceeds or Assessment Revenues shall applied to redeem Bonds of such series as provided in the Trust Indenture or to reduce the obligation under a related reimbursement agreement. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds and/or amounts due under related reimbursement agreement. If all of the Authorized Improvements are not completed, the Town may reduce the Assessments in another method if it determined such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.
2. If all the Authorized Improvements are not undertaken, resulting in excess Bond proceeds being available to redeem Bonds and/or a need to reduce the obligations under a related reimbursement agreement, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the Town Council to reflect only the amounts required to repay the Bonds and/or repay obligations under a related reimbursement agreement, including interest on the Bonds and Administrative Expenses, and such excess Bond proceeds shall be applied to

redeem Bonds. The Town Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on number of units, if determined by the Town Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds and/or repay obligations under a related reimbursement agreement, including interest thereon and Administrative Expenses. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced principal portion of the Bonds and/or obligations under related reimbursement agreement is equal to the outstanding principal amount of the Bonds and/or the amounts outstanding under a related reimbursement agreement.

G. PAYMENT OF ASSESSMENTS

1. Payment in Full

(a) The Assessment for any Parcel may be paid in full at any time. Payment shall include all Prepayment Costs.

(b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.

(c) Upon payment in full of the Assessment and all Prepayment Costs, the Town shall deposit the payment in accordance with the Trust Indenture and/or account of the applicable reimbursement agreement; whereupon the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate. For purposes of Prepayments of the Assessments levied against the Improvement Area #1 Assessed Property, the obligation created under the Additional Improvement Area #1 Projects Reimbursement Agreement is and will remain subordinated to the portion of the Series 2021 Bonds allocable to Improvement Area #1 and the portion allocable to the Major Improvement Area. Prepayments of the Assessments levied against the Major Improvement Area Assessed Property and Future Improvement Area Assessed Property, shall be allocated, on an equal priority basis, in accordance with the corresponding Assessment Roll.

(d) At the option of the owner, the Assessment on any Parcel plus Prepayment Costs may be paid in part as determined by the Administrator. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made.

2. Payment in Annual Installments

The PID Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the Assessment to be paid in installments and additionally allows the Town to collect interest, Administrative Expenses and other authorized charges in installments. An Assessment for a Parcel that is not paid in full will be collected in Annual

Installments each year in the amounts shown on the Assessment Rolls, as updated as provided for herein, which include (i) interest, (ii) Administrative Expenses, and (iii) with respect to Assessments which secure a series of Bonds, payments required for the Additional Interest to fund the Additional Interest Reserve.

Series 2021 PID Bonds

Each Assessment levied against the Improvement Area #1 Assessed Property for the Initial Improvement Area #1 Projects and Major Improvement Area Assessed Property for the Major Improvement Area Projects shall be paid with interest of no more than the actual interest rate paid on the Series 2021 PID Bonds. The Major Improvement Area Assessment Roll – Initial Major Improvements sets forth for each year the Annual Installment for each Parcel within the Major Improvement Area based on an interest rate of 5.375% and Additional Interest for the Additional Interest Reserve. The Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects sets forth for each year the Annual Installment for each Parcel within Improvement Area #1 (and related to the Initial Improvement Area #1 Projects) based on an interest rate of 5.375% and Additional Interest at the rate of 0.5% for the Additional Interest Reserve. Furthermore, the Annual Installments may not exceed the amounts shown on the applicable Assessment Rolls. The Major Improvement Area Assessment Roll – Initial Major Improvements and Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects, have been updated with the actual interest rates on the Series 2021 PID Bonds, are shown as Appendix G and Appendix H-1.

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

Additional Improvement Area #1 Projects Reimbursement Agreement

Each Assessment for the Improvement Area #1 Assessed Property for the Additional Improvement Area #1 Projects shall be paid with interest of no more than the actual interest rate paid on the Additional Improvement Area #1 Projects Reimbursement Agreement. Interest on the Additional Improvement Area #1 Projects Reimbursement Agreement shall be paid based on an interest rate of 5.875% per annum for years 1 through 5 and 5.875% per annum following the fifth Annual Installment. The interest on the Additional Improvement Area #1 Projects Reimbursement Agreement shall be paid at a rate not to exceed five hundred basis points (5.00%) above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the Town and reported in the month prior to the establishment of the Assessments securing such portion of the Additional Improvement Area #1 Projects Reimbursement Agreement and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points (2.00%) above the bond index rate described above and shall

continue until the Assessments are paid in full. The index approved by the Town is the *Bond Buyer Index* for which the highest average rate during the previous thirty days prior to the levy of Assessments on the Improvement Area #1 Assessed Property securing the Additional Improvement Area #1 Projects Reimbursement Agreement was 3.930%. The Town has determined that the Additional Improvement Area #1 Projects Reimbursement Agreement shall bear interest at the interest rate of 5.875% per annum for years 1 through 5 and 5.875% per annum following the fifth Annual Installment, which rates are equal to or less than the initial maximum allowable rate of interest of 8.93% for years 1 through 5 and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be 5.93%. Furthermore, the Annual Installments of the Assessments levied against Improvement Area #1 Assessed Property for the Additional Improvement Area #1 Projects may not exceed the amounts shown on the Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects. The Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects, is shown as Appendix H-2.

With regard to the collection of Annual Installments from the Improvement Area #1 Assessed Property, the obligation created under the Additional Improvement Area #1 Projects Reimbursement Agreement will remain subordinated to the obligation under the Series 2021 PID Bonds allocable to Improvement Area #1.

Any amounts collected as Annual Installments from the Improvement Area #1 Assessed Property shall be allocated first to amounts due for the portion of the Series 2021 PID Bonds allocated to Improvement Area #1, including any amounts due for related reserve accounts, and second to the amounts due to pay the obligation created in connection with the Additional Improvement Area #1 Projects Reimbursement Agreement.

Series 2024 PID Bonds

Each Assessment levied against the Future Improvement Area Assessed Property for the Future Improvement Area Projects shall be paid with interest of no more than the actual interest rate paid on the Series 2024 PID Bonds. The Future Improvement Area Assessment Roll – Future Improvement Area Projects sets forth for each year the Annual Installment for each Parcel within the Major Improvement Area based on an estimated interest rate of 7.00% and Additional Interest for the Additional Interest Reserve. Furthermore, the Annual Installments may not exceed the amounts shown on the applicable Assessment Roll, shown in Appendix I.

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

H. COLLECTION OF ANNUAL INSTALLMENTS

No less frequently than annually, the Administrator shall prepare, and the Town Council shall consider, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Annual Installments shall be collected by the Town in the same manner and at the same time as ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the Town. The Town Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the PID Act.

The Annual Installments shall be reduced to equal the actual costs of repaying the Bonds and/or the obligations due under a related reimbursement agreement, Additional Interest (if applicable), and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

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

Series 2021 PID Bonds

Each Annual Installment of an Assessment related to the Series 2021 PID Bonds, including the interest on the unpaid amount of such an Assessment, shall be calculated as of September 1 and updated annually. Each such Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the Series 2021 PID Bonds were collected following the issuance of the Series 2021 PID Bonds, and were due January 31, 2022.

Additional Improvement Area #1 Projects Reimbursement Agreement

The collection of the first Annual Installment of an Assessment related to the Additional Improvement Area #1 Projects Reimbursement Agreement secured by Improvement Area #1 Assessed Property for the Additional Improvement Area #1 Projects commenced upon September 1, 2023. Such first Annual Installment for a Lot or Parcel of Improvement Area #1 Assessed Property for which collection has begun, shall be due by January 31, 2024.

Series 2024 PID Bonds

Each Annual Installment of an Assessment related to the Series 2024 PID Bonds, including the interest on the unpaid amount of such an Assessment, shall be calculated as of September 1 and

updated annually. Each such Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the Series 2024 PID Bonds will commence with the issuance of the Series 2024 PID Bonds and will be due January 31, 2025.

I. SURPLUS FUNDS REMAINING IN THE SERIES 2021 PID PROJECT FUND

If proceeds from the Series 2021 PID Bonds still remain after all of the Major Improvement Area Projects and the Initial Improvement Area #1 Projects are constructed and accepted by the Town, the proceeds may be utilized in accordance with the Indenture for the Series 2021 PID Bonds.

J. SURPLUS FUNDS REMAINING IN THE SERIES 2024 PID PROJECT FUND

If proceeds from the Series 2024 PID Bonds still remain after all of the Future Improvement Area Projects are constructed and accepted by the Town, the proceeds may be utilized in accordance with the Indenture for the Series 2024 PID Bonds.

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VII. THE ASSESSMENT ROLL

A. MAJOR IMPROVEMENT AREA ASSESSMENT ROLL – INITIAL MAJOR IMPROVEMENTS

The Town Council has evaluated each Parcel within the Major Improvement Area (based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of public improvements, and other development factors deemed relevant by the Town Council) to determine the amount of Assessed Property within the Major Improvement Area.

The Major Improvement Area Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Initial Major Improvement Projects. Table VII-A summarizes the \$11,762,179 in special benefit received by the Major Improvement Area Assessed Property from the Initial Major Improvement Projects, a portion of the costs of the PID formation, operation, and/or administration, and the pro rata share of the Series 2021 PID Bonds issuance costs. The portion of the Series 2021 PID Bonds allocable to Major Improvement Area Assessed Property is \$10,280,000, which is less equal to the benefit received by the Major Improvement Area Assessed Property for the Initial Major Improvements. Accordingly, the total Assessment to be applied to all the Major Improvement Area Assessed Property is \$10,280,000 plus the Additional Interest Component, and annual Administrative Expenses. The Assessment for each Major Improvement Area Assessed Property is calculated based on the allocation methodologies described in Section V.D. The Major Improvement Area Assessment Roll – Initial Major Improvements is attached hereto as Appendix G.

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Table VII-A
Initial Major Improvement Projects
Special Benefit Summary

Special Benefit	Total Cost
Initial Major Improvement Projects	\$9,170,097
<i>Total Authorized Improvements¹</i>	<i>\$9,170,097</i>
Pro rata share of PID Formation/Bond Costs of Issuance	
Cost of Issuance	\$784,385
Capitalized interest	\$1,013,008
Reserve Fund	\$708,289
Administrative Expense	\$35,000
Placement Agent's Fee	\$51,400
<i>PID Formation/Bond Cost of Issuance</i>	<i>\$2,592,082</i>
Total Special Benefit	\$11,762,179
Special Benefit	
Total Special Benefit	\$11,762,179
Projected Assessment	\$10,280,000
Excess Benefit	\$1,482,179

1 – See Table III-A for details.

B. IMPROVEMENT AREA #1 ASSESSMENT ROLL – INITIAL IMPROVEMENT AREA #1 PROJECTS AND IMPROVEMENT AREA #1 ASSESSMENT ROLL – ADDITIONAL IMPROVEMENT AREA #1 PROJECTS

The Town Council has evaluated each Parcel in Improvement Area #1 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of public improvements, and other development factors deemed relevant by the Town Council) to determine the amount of Assessed Property within the Improvement Area #1.

The Improvement Area #1 Assessed Property is being assessed separately for the special benefits conferred upon the property resulting from (i) the Initial Improvement Area #1 Projects, and (ii) the Additional Improvement Area #1 Projects. Table VII-B summarizes the \$53,354,146 in special benefit received by the Improvement Area #1 Assessed Property from the Initial Improvement Area #1 Projects, a portion of the costs of the PID formation, and the pro rata share of the Series 2021 PID Bonds issuance costs and the Additional Improvement Area #1 Projects. The portion of the Series 2021 PID Bonds allocable to Improvement Area #1 Assessed Property for the Initial Improvement Area #1 Projects is \$32,920,000. The Assessment levied under the Additional Improvement Area #1 Projects Reimbursement Agreement for the Additional Improvement Area #1 Projects is \$7,745,000. The total of these two Assessments levied against the Improvement Area #1 Assessed Property is \$40,665,000, which is less than the benefit received by the Improvement Area #1 Assessed Property from the Initial Improvement Area #1 Projects and the

Additional Improvement Area #1 Projects. Accordingly, the total Assessment (including (i) the portion related to the Initial Improvement Area #1 Projects and (ii) the portion related to the Additional Improvement Area #1 Projects) to be applied to all the Improvement Area #1 Assessed Property is \$40,665,000 plus the Additional Interest Component (with respect to the portion securing the Series 2021 PID Bonds only), and annual Administrative Expenses. The Assessment for each Improvement Area #1 Assessed Property is calculated based on the allocation methodologies described in Section V.D. The Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects is attached hereto as Appendix H-1 and the Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects is attached hereto as Appendix H-2.

Table VII-B
Improvement Area #1
Special Benefit Summary

Special Benefit	Series 2021 PID Bonds Cost	Additional IA #1 Reimbursement Agreement Cost	Total Cost
Initial Improvement Area #1 Projects	\$37,072,126	\$0	\$37,072,126
Additional Improvement Area #1 Projects	\$0	\$8,942,633	\$8,942,633
<i>Total Authorized Improvements¹</i>	<i>\$37,072,126</i>	<i>\$8,942,633</i>	<i>\$46,014,760</i>
Pro rata share of PID Formation/Bond Costs of Issuance			
Cost of Issuance	\$1,552,615	\$0	\$1,552,616
Capitalized interest	\$3,243,992	\$0	\$3,243,992
Reserve Fund	\$2,268,179	\$0	\$2,268,179
Administrative Expense	\$75,000	\$35,000	\$110,000
Placement Agent's Fee	\$164,600	\$0	\$164,600
<i>PID Formation/Bond Cost of Issuance</i>	<i>\$7,304,387</i>	<i>\$35,000</i>	<i>\$7,339,387</i>
Total Special Benefit	\$44,376,513	\$8,977,634	\$53,354,146
Special Benefit			
Total Special Benefit	\$44,376,513	\$8,977,634	\$53,354,146
Projected Assessment	\$32,920,000	\$7,745,000	\$40,665,000
Excess Benefit	\$11,456,513	\$1,232,634	\$12,689,146

1 – See Table III-B for details.

C. FUTURE IMPROVEMENT AREA ASSESSMENT ROLL – FUTURE IMPROVEMENT AREA PROJECTS

The Town Council has evaluated each Parcel within the Future Improvement Area (based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of public improvements, and other development factors deemed relevant by the Town Council) to determine the amount of Assessed Property within the Future Improvement Area.

The Future Improvement Area Assessed Property is expected to be assessed for the special benefits conferred upon the property resulting from the Future Improvement Area Projects. Table VII-C summarizes the \$7,156,971 in special benefit received by the Future Improvement Area Assessed Property from the Future Improvement Area Projects, a portion of the costs of the PID formation, operation, and/or administration, and the Series 2024 PID Bonds issuance costs. The Series 2024 PID Bonds allocable to Future Improvement Area Assessed Property is \$7,000,000, which is less than the benefit received by the Future Improvement Area Assessed Property for the Future Improvement Area Projects. Accordingly, the total Assessment to be applied to all the Major Improvement Area Assessed Property is \$7,000,000 plus the Additional Interest Component, and annual Administrative Expenses. The Assessment for each Future Improvement Area Assessed Property is calculated based on the allocation methodologies described in Section V.D. The Future Improvement Area Assessment Roll – Future Improvement Area Projects is attached hereto as Appendix I.

Table VII-C
Future Improvement Area Projects
Special Benefit Summary

Special Benefit	Total Cost
Future Improvement Area Projects	\$5,082,205
<i>Total Authorized Improvements¹</i>	<i>\$5,082,205</i>
Bond Issuance Costs	
Cost of Issuance	\$490,216
Capitalized interest	\$735,000
Reserve Fund	\$604,550
Administrative Expense	\$35,000
Underwriters Discount	\$210,000
<i>Bond Issuance Costs</i>	<i>\$2,074,766</i>
Total Special Benefit	\$7,156,971
Special Benefit	
Total Special Benefit	\$7,156,971
Projected Assessment	\$7,000,000
Excess Benefit	\$156,971

1 – See Table III-C.2 for details.

D. FUTURE IMPROVEMENT AREA ASSESSMENT ROLL

As any given Future Phase is developed, this SAP will be amended to determine the Assessment for each Parcel or Lot located within such Future Phase (e.g. an appendix will be added as the Assessment Roll for each Future Phase).

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E. ANNUAL ASSESSMENT ROLL UPDATES

The Administrator shall prepare, and shall submit to the Town Council for approval, annual updates to the Major Improvement Area Assessment Roll – Initial Major Improvements, Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects, Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects and the Future Improvement Area Assessment Roll – Future Improvement Area Projects, and in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the Town and permitted by the PID Act: (i) the identification of each Parcel; (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); The Additional Interest Component to be collected from the Assessed Property for the year (if the Assessment is payable in installments) and (v) payments of the Assessment, if any, as provided by Section VI.G of this Service and Assessment Plan.

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VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

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

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

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

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

B. TERMINATION OF ASSESSMENTS

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

C. AMENDMENTS

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

The Town Council reserves the right to the extent permitted by the PID Act to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels: (i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; and (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, Collection Costs, and other charges imposed by the Service and Assessment Plan.

D. ADMINISTRATION AND INTERPRETATION OF PROVISIONS

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

E. SEVERABILITY

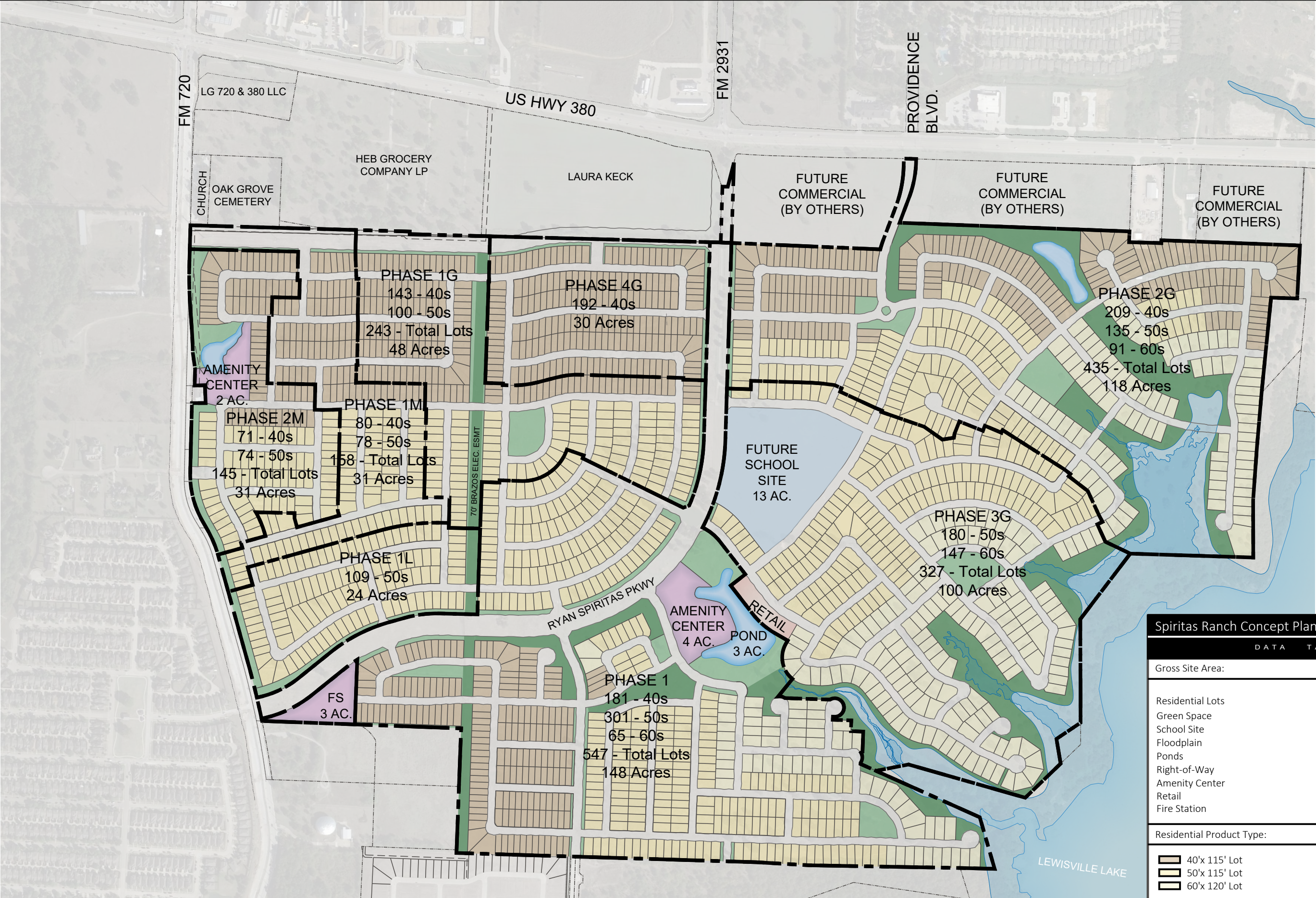
If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to an Assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service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

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

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APPENDIX A
PID MAP

S:\2019\2019017-00 Spiritas Ranch\CAD\EXHIBITS\201901700LP28.PID SpiritasRanchConceptPlan 2024.05.01.dwg May 06, 2024 - 4:08 pm esk/es



Spiritas Ranch Concept Plan 28			
DATA TABLE			
Gross Site Area:		545+/-	
	Acres	Gross %	
Residential Lots	433	80%	
Green Space	49	9%	
School Site	13	2%	
Floodplain	16	3%	
Ponds	5	1%	
Right-of-Way	17	3%	
Amenity Center	7	1%	
Retail	2	0.5%	
Fire Station	3	0.5%	
Residential Product Type:	Phase 1	Future	Total
40'x 115' Lot	404	472	876
50'x 115' Lot	588	389	977
60'x 120' Lot	65	238	303
Total Lots	1,057	1,099	2,156
Total Acres	251	294	545

APPENDIX B
ESTIMATED COSTS OF AUTHORIZED IMPROVEMENTS

COMMUNITY NAME: <u>Spiritas Ranch</u>							GROSS ACREAGE:		548.0
PHASES: <u>Full Development</u>							NET ACREAGE:		439.0
CITY OR TOWN: <u>Town of Little Elm, Denton County</u>							TOTAL LOTS:		2,156
							TOTAL DENSITY:		4.91
							LANDPLAN:		25
							CREATED BY:		MC
							REVIEWED BY:		AB
							CREATED:		04/06/20
							REVISED:		04/16/24
Direct Phase Costs									
		TOTALS	PHASE 1	PHASE 1L	PHASE 1M	PHASE 1G (1H)	FUTURE PHASES		
Lot Count		2156	547	109	158	243	1099		
1 Engineering	\$	5,641,612	\$ 1,388,588	\$ 276,147	\$ 383,593	\$ 550,636	\$	3,042,647	
2 Grading Site Preparation	\$	1,932,580	\$ 593,844	\$ 94,162	\$ 136,491	\$ 209,920	\$	898,164	
3 Water	\$	9,549,154	\$ 2,225,060	\$ 505,183	\$ 810,067	\$ 998,564	\$	5,010,280	
4 Sanitary Sewer	\$	13,437,382	\$ 2,403,088	\$ 540,343	\$ 734,392	\$ 954,969	\$	8,804,590	
5 Storm Drain	\$	12,023,381	\$ 3,083,651	\$ 581,396	\$ 915,048	\$ 843,751	\$	6,599,535	
6 Street Improvements	\$	19,677,740	\$ 5,244,122	\$ 967,866	\$ 967,866	\$ 1,687,524	\$	10,810,362	
9 Contingency 5%	\$	3,113,092	\$ 746,918	\$ 148,255	\$ 197,373	\$ 262,268	\$	1,758,279	
13 ROW Acreage ⁶	\$	14,880,000	\$ 3,705,000	\$ 705,000	\$ 1,080,000	\$ 1,290,000	\$	8,100,000	
Total	\$	80,254,941	\$ 19,390,271	\$ 3,818,352	\$ 5,224,830	\$ 6,797,632	\$	45,023,856	
Cost per Lot	\$	37,224	\$ 35,448	\$ 35,031	\$ 33,069	\$ 27,974	\$	40,968	
Major Improvements Costs									
		TOTALS	PHASE 1	PHASE 1L	PHASE 1M	PHASE 1G (1H)	FUTURE PHASES		
Lot Count		2156	547	109	158	243	1099		
1 Engineering	\$	3,238,607	\$ 1,759,771	\$ -	\$ 204,383	\$ 72,793	\$	1,201,660	
3 Water	\$	2,703,776	\$ 1,476,315	\$ -	\$ 65,856	\$ 85,162	\$	1,076,442	
4 Sanitary Sewer	\$	2,825,912	\$ 2,077,796	\$ -	\$ 256,534	\$ 73,382	\$	418,200	
5 Storm Drain	\$	2,658,742	\$ 1,239,260	\$ -	\$ 168,555	\$ 12,204	\$	1,238,722	
6 Street Improvements	\$	5,234,675	\$ 3,385,956	\$ -	\$ 370,729	\$ 257,448	\$	1,220,541	
7a Screening/Landscape Walls	\$	3,095,500	\$ 1,843,500	\$ -	\$ -	\$ -	\$	1,252,000	
8 Dry Utilities - Spiritas Median	\$	1,551,189	\$ 1,396,189	\$ -	\$ -	\$ -	\$	155,000	
9 Contingency 5%	\$	1,268,459	\$ 751,816	\$ -	\$ 70,332	\$ 25,049	\$	421,262	
10 District Formation Costs	\$	1,200,000	\$ 1,200,000	\$ -	\$ -	\$ -	\$	-	
11 Turn Lane Improvements	\$	1,704,344	\$ 328,764	\$ -	\$ 340,580	\$ -	\$	1,035,000	
12 Common Area Amenities & Trails	\$	1,156,444	\$ 328,764	\$ -	\$ -	\$ -	\$	827,680	
13 ROW Acreage ^{4,6,7}	\$	1,665,000	\$ 615,000	\$ -	\$ 375,000	\$ 300,000	\$	375,000	
14 Perimeter Road ^{6,7}									
a Engineering	\$	292,485	\$ 292,485	\$ -	\$ -	\$ -	\$	-	
b Water	\$	434,285	\$ 434,285	\$ -	\$ -	\$ -	\$	-	
c Sanitary Sewer	\$	327,515	\$ 327,515	\$ -	\$ -	\$ -	\$	-	
d Storm Drain	\$	383,160	\$ 383,160	\$ -	\$ -	\$ -	\$	-	
e Street Improvements	\$	805,555	\$ 805,555	\$ -	\$ -	\$ -	\$	-	
f ROW Acreage	\$	555,000	\$ 555,000	\$ -	\$ -	\$ -	\$	-	
Total	\$	31,100,648	\$ 19,201,131	\$ -	\$ 1,851,970	\$ 826,039	\$	9,221,507	
Cost per Lot	\$	14,425	\$ 35,103	\$ -	\$ 11,721	\$ 3,399	\$	8,391	
Private Costs									
		TOTALS	PHASE 1	PHASE 1L	PHASE 1M	PHASE 1G (1H)	FUTURE PHASES		
Lot Count		2156	547	109	158	243	1099		
1 Engineering	\$	1,605,279	\$ 336,767	\$ 67,107	\$ 97,275	\$ 149,606	\$	954,524	
2 Grading Site Preparation	\$	10,877,373	\$ 1,680,687	\$ 334,908	\$ 485,464	\$ 746,631	\$	7,629,683	
7b Ret Walls	\$	3,932,206	\$ 678,656	\$ 135,235	\$ 196,029	\$ 301,487	\$	2,620,800	
8 Dry Utilities	\$	1,306,049	\$ 51,043	\$ 51,043	\$ 38,855	\$ 60,108	\$	1,105,000	
9 Contingency 5%	\$	1,036,045	\$ 237,358	\$ 29,415	\$ 40,881	\$ 62,892	\$	665,500	
12 Amenity Center	\$	3,000,000	\$ 2,000,000	\$ -	\$ -	\$ -	\$	1,000,000	
Total	\$	21,756,953	\$ 4,984,511	\$ 617,708	\$ 858,503	\$ 1,320,723	\$	13,975,508	
Cost per Lot	\$	10,091	\$ 9,112	\$ 5,667	\$ 5,434	\$ 5,435	\$	12,717	
TOTALS per lot	\$	133,112,541	\$ 43,575,913	\$ 4,436,060	\$ 7,935,303	\$ 8,944,394	\$	68,220,872	
	\$	61,741	\$ 79,663	\$ 40,698	\$ 50,223	\$ 36,808	\$	62,075	
40' Lots		876	181	0	80	143		472	
50' Lots		977	301	109	78	100		389	
60' Lots		303	65	0	0	0		238	
Total Lots		2156	547	109	158	243		1099	
Remainder Improvements ^{5,6}									
		TOTALS	PHASE 1	PHASE 1L	PHASE 1M	PHASE 1G (1H)	FUTURE PHASES		
		2156	547	109	158	243	1099		
1 Engineering	\$	309,000	\$ -	\$ -	\$ -	\$ -	\$	309,000	
4 Sanitary Sewer	\$	1,959,417	\$ -	\$ -	\$ -	\$ -	\$	1,959,417	
9 Contingency 5%	\$	113,421	\$ -	\$ -	\$ -	\$ -	\$	113,421	
10 Developer Assessment/Bond Issuance Consulting Fee	\$	400,000	\$ -	\$ -	\$ -	\$ -	\$	400,000	
TOTALS per lot	\$	2,781,838	\$ -	\$ -	\$ -	\$ -	\$	2,781,838	
	\$	1,290	\$ -	\$ -	\$ -	\$ -	\$	2,531	

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

NOTES

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

² Development cost does not include: Rock Excavation, Landscaping, Irrigation, Monumentation, or Common Area Amenities

³ Professional Fees do not include: Geotechnical, Environmental, or SWPPP Administration.

⁴ Streets include Ryan Spiritas Pkwy, Hidden Oaks Trail, Spiritas Ranch Road

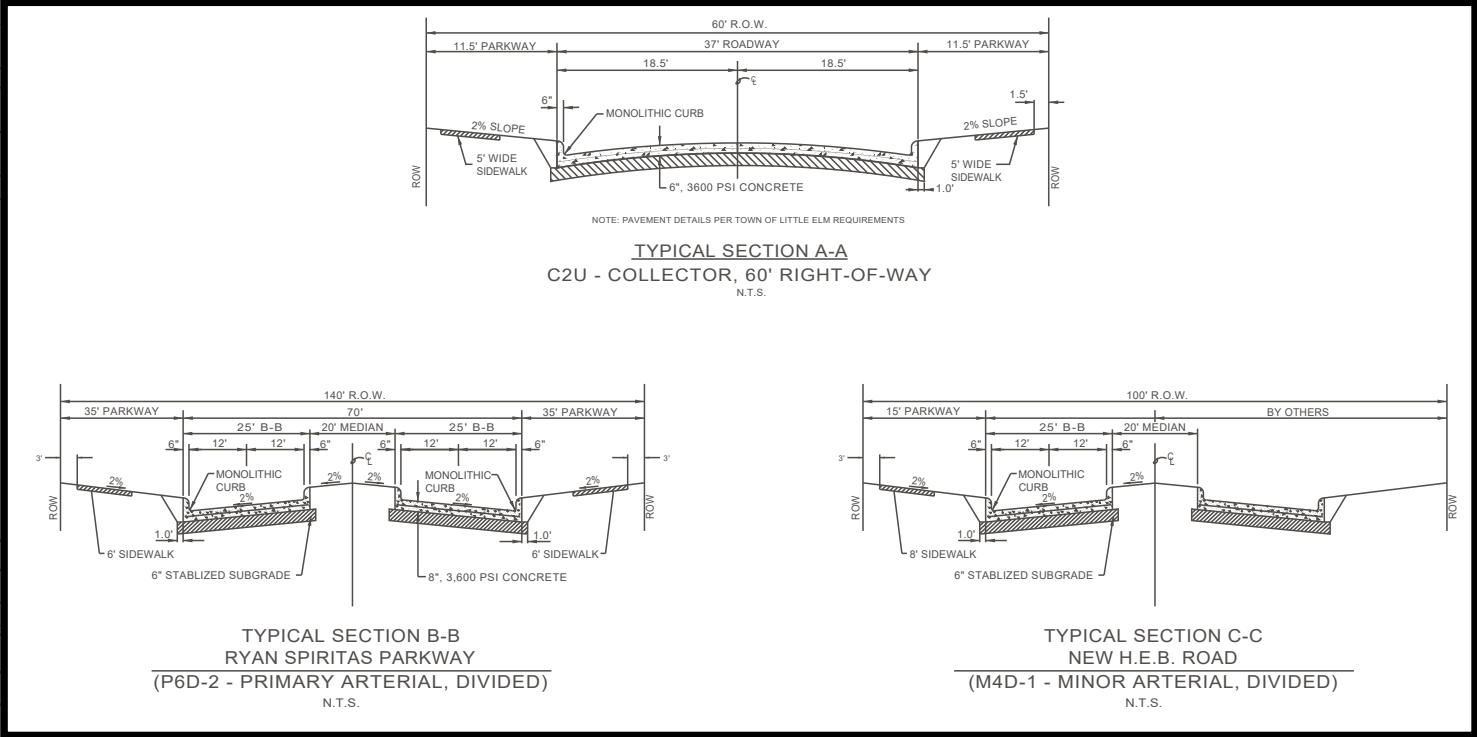
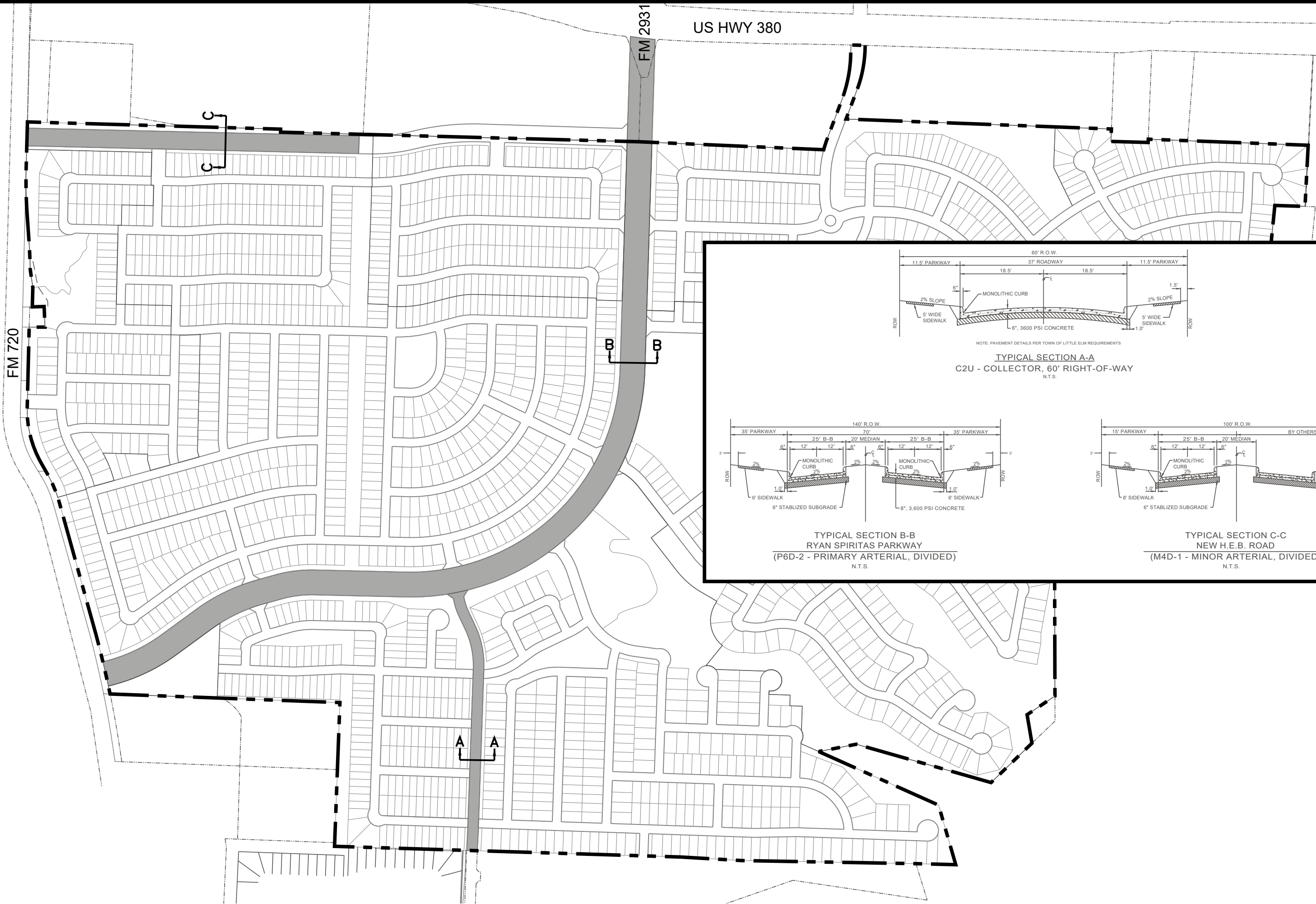
⁵ Remainder Improvements include Lift Station #2 and associated Force Main. Lift Station #2 total capacity is 1499 LUEs: 895 LUEs reserved for Spiritas Ranch, 146 for Spiritas East, 33 for Spiritas Ranch commercial acreage, 425 for neighbor commercial acreage. Cost shown is required for 895 LUE Spiritas Ranch, less \$230,000 in Spiritas East PID. Additional pumps will be required for future expansion.

⁶ Represents Additional Phase #1 costs incorporated in OPC updated as of June 12, 2023.

⁷ Represents Additional Major Improvements costs incorporated in OPC updated as of June 12, 2023.

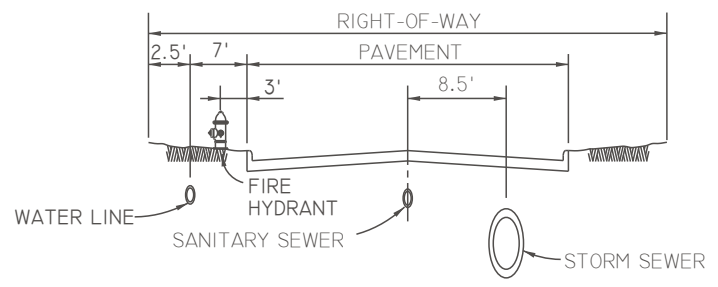
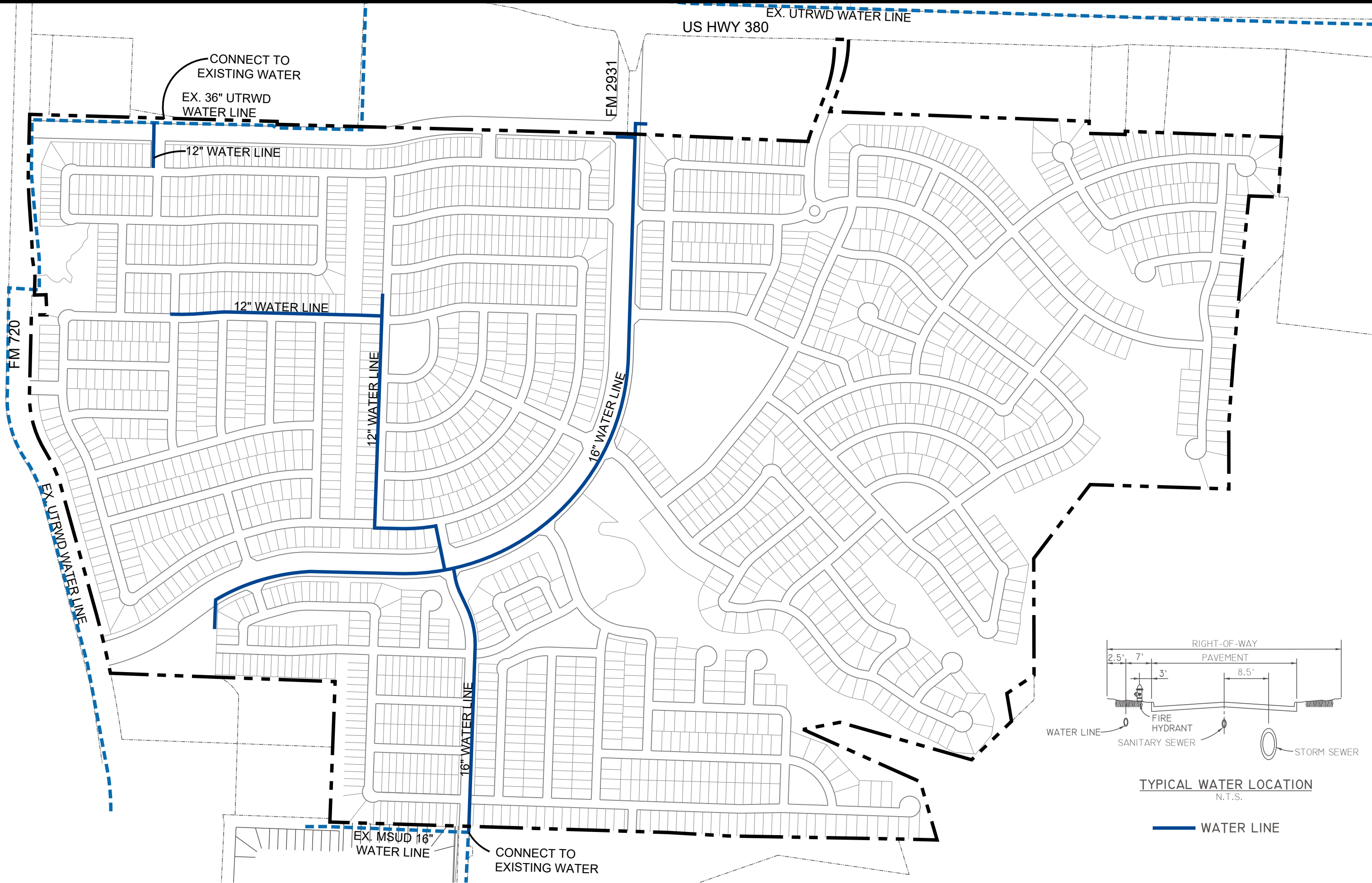
APPENDIX C
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

S:\2019\2019017-00 Spiritas Ranch\CAD\EXHIBITS\201901700L P26SpiritasRanch MI Roads 02032021.dwg Feb 04, 2021 - 1:33 pm charcock



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

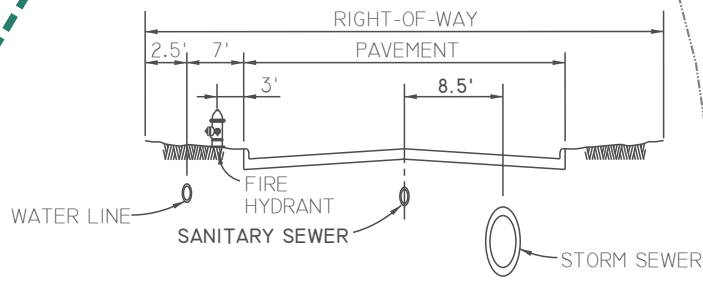
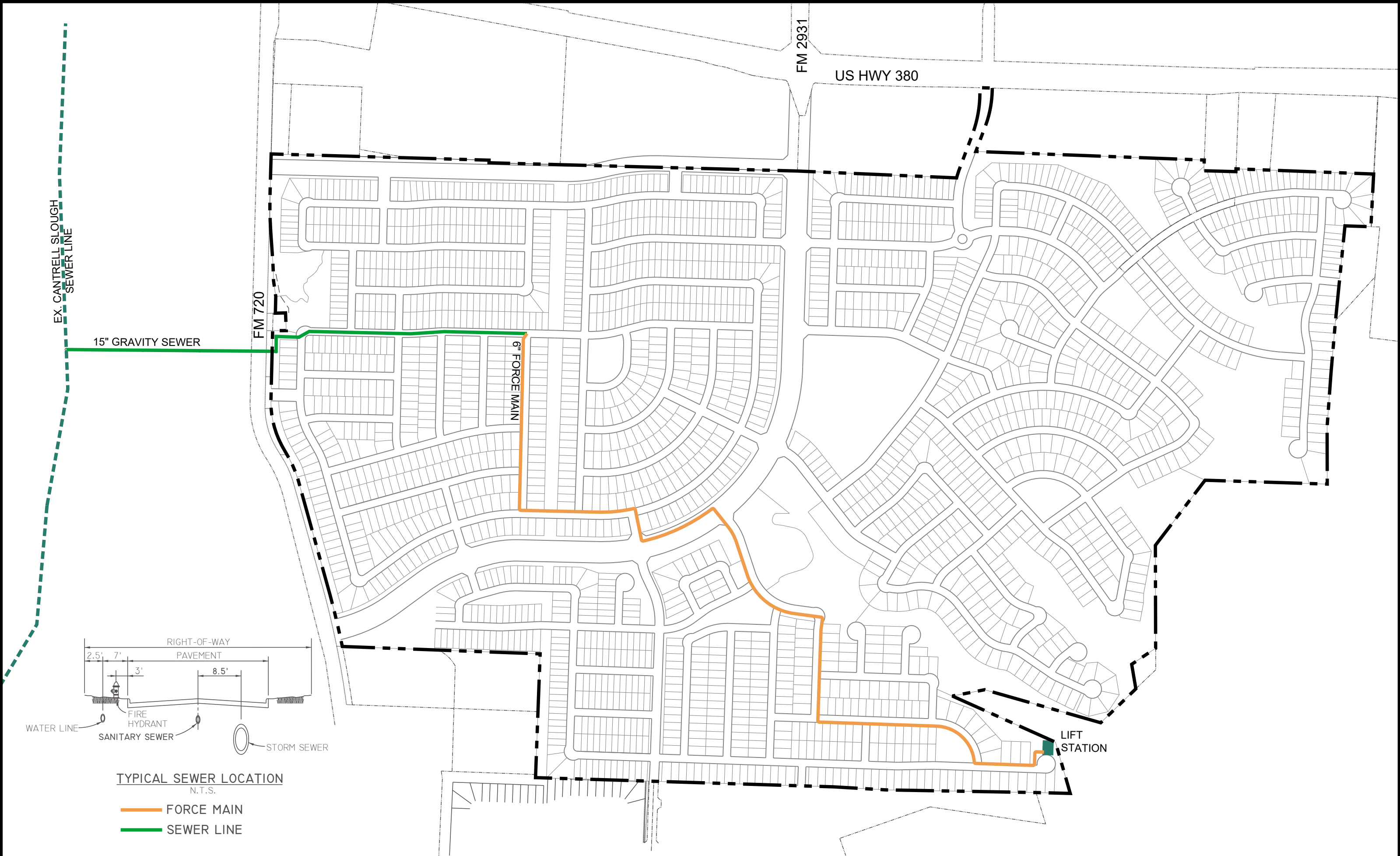
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TYPICAL WATER LOCATION
N.T.S.

— WATER LINE

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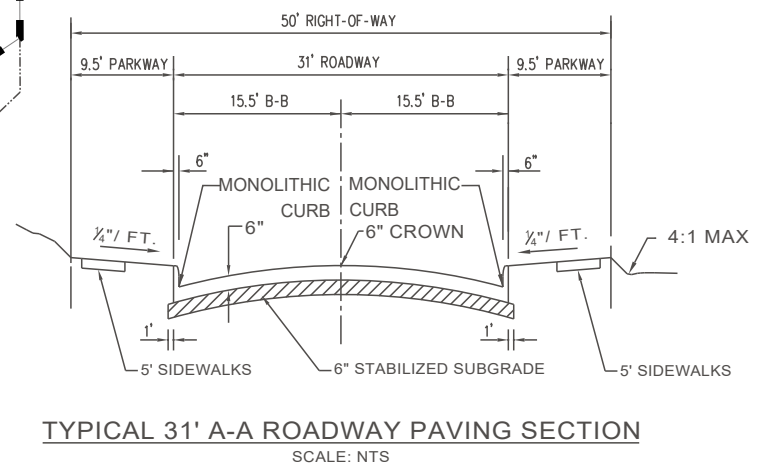
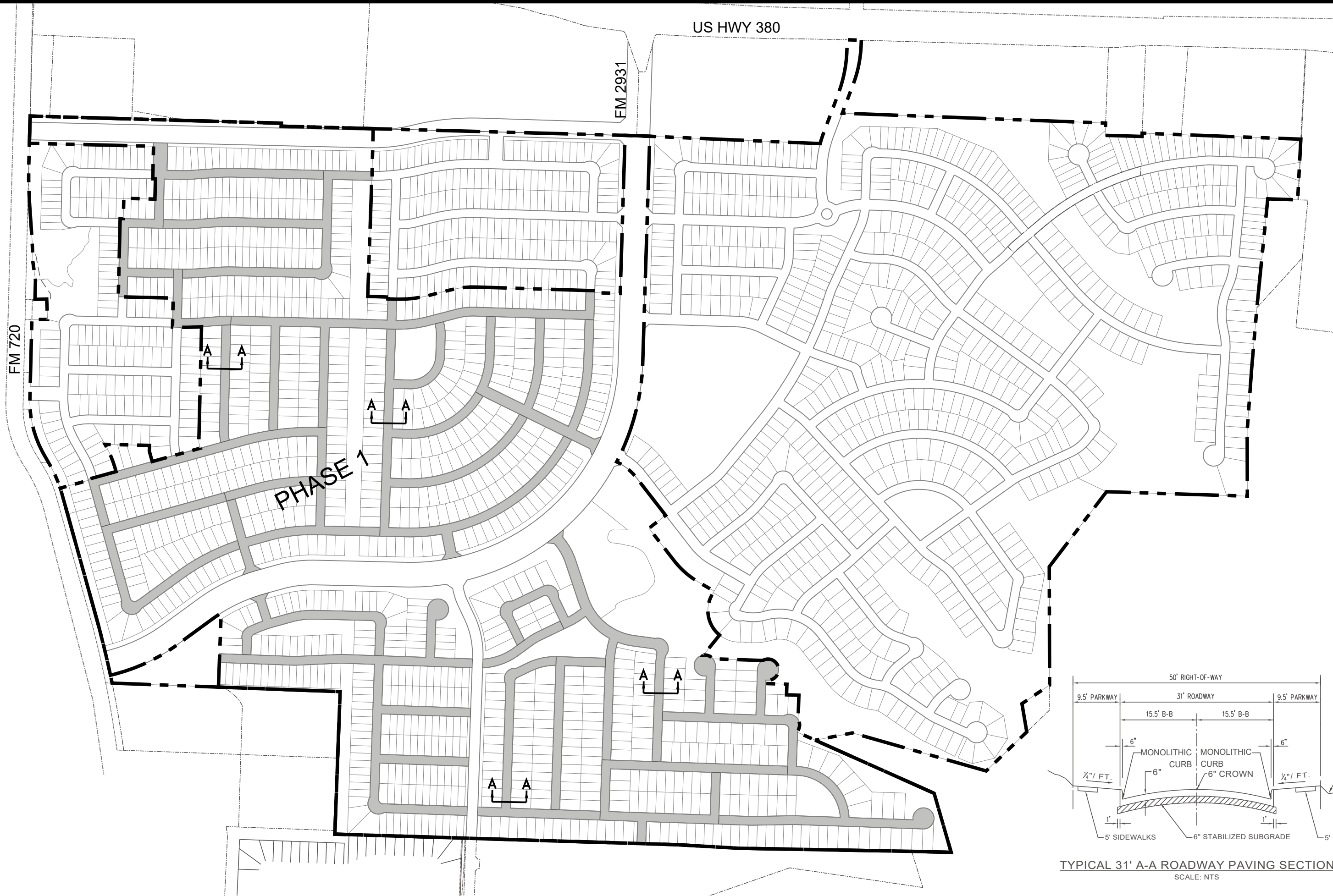


TYPICAL SEWER LOCATION
N.T.S.

— FORCE MAIN
— SEWER LINE

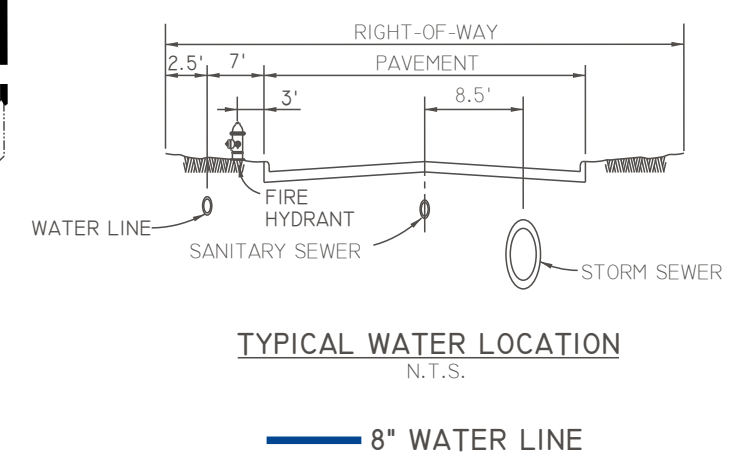
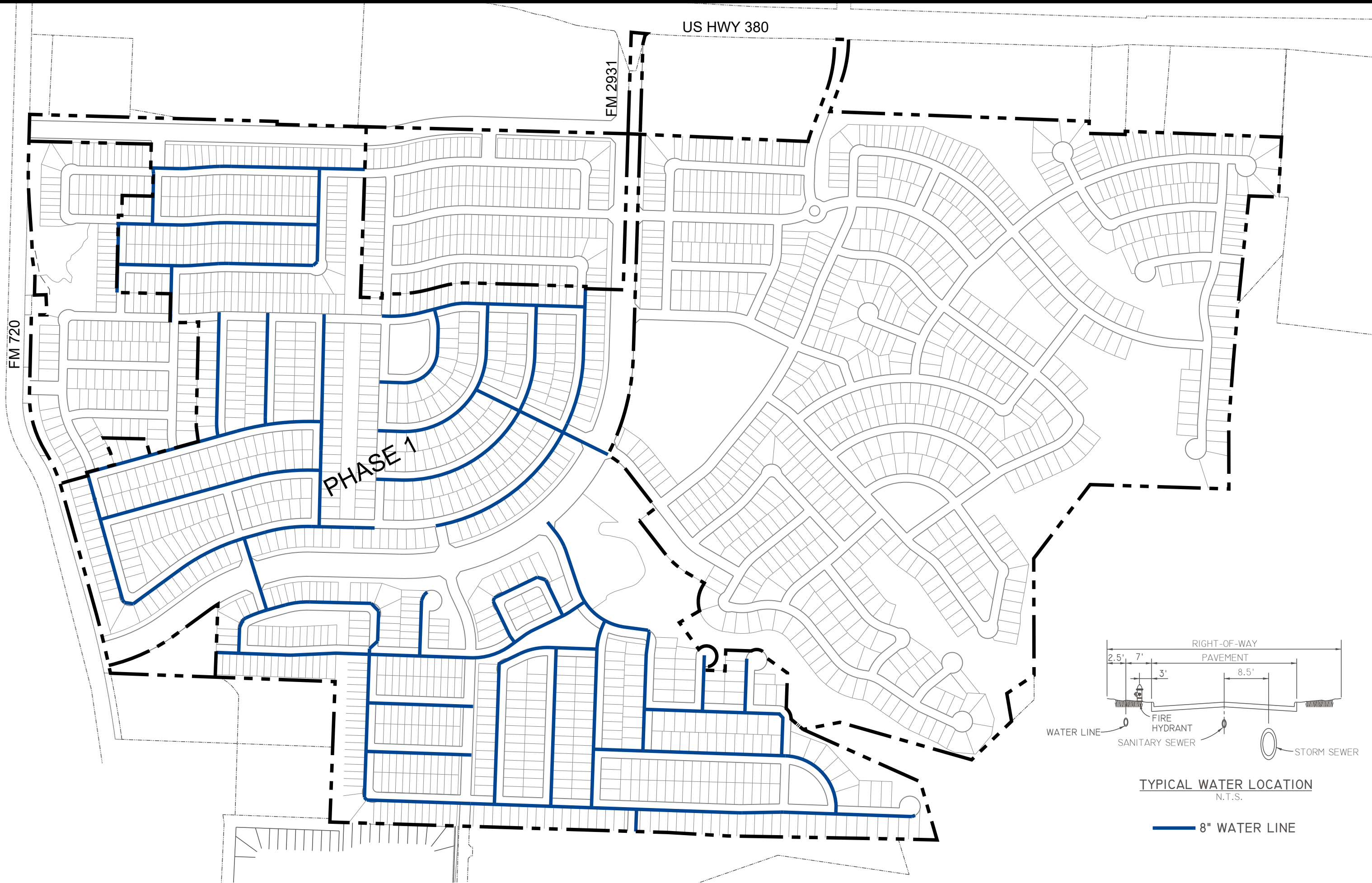
MAJOR SEWER IMPROVEMENTS
SPIRITAS RANCH PUBLIC IMPROVEMENT DISTRICT
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

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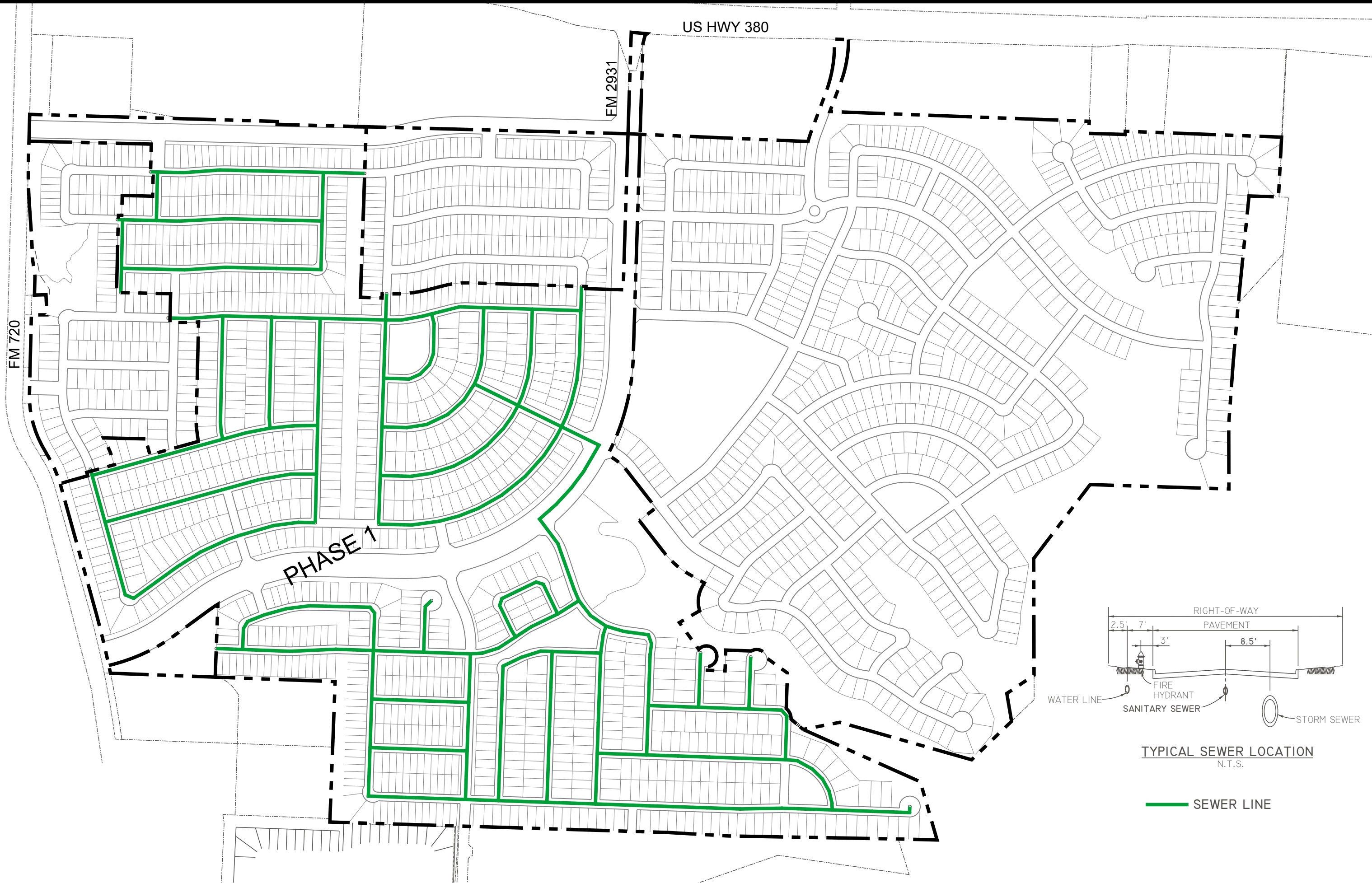
PHASE 1 ROADWAY IMPROVEMENTS
SPIRITAS RANCH PUBLIC IMPROVEMENT DISTRICT
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

S:\2019\2019017-00 Spiritas Ranch\CADD\EXHIBITS\201901700L2P25SpiritasRanchPID PH1 Water 01292021.dwg Feb 04, 2021 - 1:37 pm chancock



PHASE 1 WATER IMPROVEMENTS
SPIRITAS RANCH PUBLIC IMPROVEMENT DISTRICT
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

S:\2019\2019017-00 Spiritas Ranch\CAD\EXHIBITS\201901700LP25SpiritasRanchPID PH1 Sewer 01292021.dwg Feb 04 2021 - 1:46 pm charcock



PHASE 1 SEWER IMPROVEMENTS
SPIRITAS RANCH PUBLIC IMPROVEMENT DISTRICT
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

APPENDIX D
PID ASSESSMENT NOTICE

AFTER RECORDING RETURN TO:

_____]¹

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

STREET ADDRESS

LOT TYPE _____ PRINCIPAL ASSESSMENT: \$ _____

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

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF
PURCHASER

SIGNATURE OF
PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF
PURCHASER

SIGNATURE OF
PURCHASER

STATE OF TEXAS §
 §
COUNTY OF DENTON §

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF DENTON

§

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

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

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

Appendix E

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

“**Lot Type 1**” means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 60 feet.

“**Lot Type 2**” means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 50 feet.

“**Lot Type 3**” means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 40 feet.

A) Proposed Development

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

Table E-A.1
Proposed Development within the PID

Description	Proposed Development	
60 Ft Lots	303	Units
50 Ft Lots	977	Units
40 Ft Lots	876	Units
	2,156	Units

Table E-A.2 shows the proposed residential units within Improvement Area #1.

Table E-A.2
Proposed Development – Improvement Area #1

Description	Proposed Development	
60 Ft Lots	65	Units
50 Ft Lots	588	Units
40 Ft Lots	404 ^(a)	Units
	1,057	Units

^(a)Includes five (5) model homes.

Table E-A.3 shows the proposed residential Lot Types within the Major Improvement Area.

Table E-A.3
Proposed Development – Major Improvement Area

Description	Proposed Development	
60 Ft Lots	238	Units
50 Ft Lots	389	Units
40 Ft Lots	472	Units
	1,099	Units

B) Calculation of Equivalent Units

As explained under Section IV.D, for purpose of this Service and Assessment Plan, the Town Council has determined that the Actual Costs of the portion of the Initial Major Improvements to be financed with a portion of the Series 2021 PID Bonds shall be allocated to the Major Improvement Area Assessed Property and the Improvement Area #1 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units.

For purposes of this Service and Assessment Plan, the Town Council has determined that the Assessments shall be allocated to the Major Improvement Area Assessed Property and the Improvement Area #1 Assessed Property on the basis of the average home value of each Lot Type, and that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly benefited. In determining the average home value of each Lot Type, the Town Council has taken into consideration (i) the type of lots (i.e., 60 Ft, 50 Ft, etc.); (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements.

Having taken into consideration the matters described above, the Town Council determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the “Lot Types” defined above. These classifications (from Lot Type 1 (60 Ft Lots) representing the highest value to Lot Type 3 (40 Ft Lot) representing the lowest value for residential lots are set forth in Table E-C.4. Assessments are allocated to each Lot Type on the basis of the average home value for each class of lots. This was accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio of the average value of lots within each assessment class, setting the Equivalent Unit factor for Lot Type 1 (60 Ft Lots) to 1.0.

Table E-B.1 shows the Equivalent Unit Factors within the PID.

Table E-B.1
Equivalent Unit Factors

Lot Type	Estimated Average Unit Value¹	Equivalent Unit Factor
Lot Type 1 (60' Lot)	\$378,000	1.00 per dwelling unit
Lot Type 2 (50' Lot)	\$315,000	0.83 per dwelling unit
Lot Type 3 (40' Lot)	\$252,000	0.67 per dwelling unit

1 – Updated estimated average unit values provided by the developer May 17, 2023. The updated estimated values are a proportional increase and do not impact Equivalent Units.

The total projected Equivalent Units for Improvement Area #1 are shown in Table E-B.2 as calculated based on the Equivalent Unit factors shown in Table E-B.1, estimated Lot Types and number of units estimated to be built within Improvement Area #1.

Table E-B.2
Projected Equivalent Units - Improvement Area #1

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (60' Lot)	65	1.00	65.00
Lot Type 2 (50' Lot)	588	0.83	490.00
Lot Type 3 (40' Lot)	404	0.67	269.33
Total Equivalent Units	1,057		824.33

The total projected Equivalent Units for the Major Improvement Area are shown in Table E-B.3 as calculated based on the Equivalent Unit factors shown in Table E-B.1, estimated Lot Types and number of units estimated to be built within the Major Improvement Area.

Table E-B.3
Projected Equivalent Units - Major Improvement Area

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (60' Lot)	238	1.00	238.00
Lot Type 2 (50' Lot)	389	0.83	324.17
Lot Type 3 (40' Lot)	472	0.67	314.67
Total Equivalent Units	1,099		876.83

C) Allocation of Assessments to Lots within Improvement Area #1

Initial Improvement Area #1 Projects

As shown in Appendix H-1 of this Service and Assessment Plan, the share of Series 2021 PID Bonds allocable to the Improvement Area #1 Assessed Property, which represents the total Assessment allocated on all Parcels within Improvement Area #1 for the Initial Improvement Area #1 Projects, is \$32,920,000. As shown in Table E-B.2, there are a total of 824.33 estimated Equivalent Units in Improvement Area #1, resulting in an Assessment per Equivalent Unit of \$39,935.30 for the Initial Improvement Area #1 Projects.

The Assessment per dwelling unit in Improvement Area #1 (“Assessment Per Unit”) for the Initial Improvement Area #1 Projects is calculated as the product of (i) \$39,935.30 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is \$39,935.30 (i.e. $\$39,935.30 \times 1.00$). The Assessment for a Lot Type 2 (50 Ft Lot) dwelling unit is \$33,279.42 (i.e. $\$39,935.30 \times 0.83$). The Assessment for a Lot Type 3 (40 Ft Lot) dwelling unit is \$26,623.53 (i.e. $\$39,935.30 \times 0.67$). Table E-C.1 sets forth the Assessment Per Unit for each Lot Type in Improvement Area #1 for the Initial Improvement Area #1 Projects.

Table E-C.1
Assessment Per Unit – Initial Improvement Area #1 Projects

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment Per Unit	Total Assessments
Lot Type 1 (60' Lot)	65	\$39,935.30	1.00	\$39,935.30 per dwelling unit	\$2,595,795
Lot Type 2 (50' Lot)	588	\$39,935.30	0.83	\$33,279.42 per dwelling unit	\$19,568,298
Lot Type 3 (40' Lot)	404	\$39,935.30	0.67	\$26,623.53 per dwelling unit	\$10,755,908
Total	1,057				\$32,920,000

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table E-C.2.

Table E-C.2
Projected Leverage – Initial Improvement Area #1 Projects

Description	Planned No. of Units	Estimated Finished Lot Value per unit ¹	Projected Home Value per unit	Assessment Per Unit ²	Leverage (Lot Value)	Leverage (Home Value)
60 Ft Lots	65	\$84,000	\$472,500	\$39,935.30	2.10	11.83
50 Ft Lots	588	\$70,629	\$393,750	\$33,279.42	2.12	11.83
40 Ft Lots	404	\$44,901	\$315,000	\$26,623.53	1.69	11.83

1 – Based on the weighted average lot prices for each Lot Type as provided by the Developer.

2 – Amounts are rounded to the nearest dollar amount.

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table E-C.3.

Table E-C.3
Projected Tax Rate Equivalent per unit – Initial Improvement Area #1 Projects

Description	Planned No. of Units	Estimated Finished Lot Value per unit¹	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per \$100 Lot Value)	Tax Rate Equivalent (per \$100 Home Value)
60 Ft Lots	65	\$84,000	\$472,500	\$3,000.09	\$3.57	\$0.63
50 Ft Lots	588	\$70,629	\$393,750	\$2,500.08	\$3.54	\$0.63
40 Ft Lots	404	\$44,901	\$315,000	\$2,000.06	\$4.45	\$0.63

1 – Based on the weighted average lot prices for each Lot Type as provided by the Developer.

The Assessment and Annual Installments for each Parcel or Lot located within Improvement Area #1 for the Initial Improvement Area #1 Projects is shown on the Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects, attached as Appendix H-1, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

Additional Improvement Area #1 Projects

As shown in Appendix H-2 of this Service and Assessment Plan, the Additional Improvement Area #1 Projects Reimbursement Agreement secured by Assessments levied against the Improvement Area #1 Assessed Property, which represents the total Assessment to be allocated on all Parcels within Improvement Area #1 for the Additional Improvement Area #1 Projects, is \$8,977,633. As shown in Table E-B.1, there are a total of 824.33 estimated Equivalent Units in Improvement Area #1, resulting in an Assessment per Equivalent Unit of \$10,890.78 for the Additional Improvement Area #1 Projects.

The Assessment Per Unit in Improvement Area #1 for the Additional Improvement Area #1 Projects is calculated as the product of (i) \$9,395.47 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is \$9,395.47 (i.e. $\$9,395.47 \times 1.00$). The Assessment for a Lot Type 2 (50 Ft Lot) dwelling unit is \$7,829.56 (i.e. $\$9,395.47 \times 0.83$). The Assessment for a Lot Type 3 (40 Ft Lot) dwelling unit is \$6,263.65 (i.e. $\$9,395.47 \times 0.67$). Table E-C.4 sets forth the Assessment Per Unit for each Lot Type in Improvement Area #1 for the Additional Improvement Area #1 Projects.

Table E-C.4
Assessment Per Unit – Additional Improvement Area #1 Projects

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment Per Unit	Total Assessments
Lot Type 1 (60' Lot)	65	\$9,395.47	1.00	\$9,395.47 per dwelling unit	\$610,706
Lot Type 2 (50' Lot)	588	\$9,395.47	0.83	\$7,829.56 per dwelling unit	\$4,603,781
Lot Type 3 (40' Lot)	404	\$9,395.47	0.67	\$6,263.65 per dwelling unit	\$2,530,514
Total	1,057				\$7,745,000

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

Table E-C.5
Projected Leverage – Additional Improvement Area #1 Projects

Description	Planned No. of Units	Estimated Finished Lot Value per unit ¹	Projected Home Value per unit	Assessment Per Unit ²	Leverage (Lot Value)	Leverage (Home Value)
60 Ft Lots	65	\$84,000	\$472,500	\$9,395.47	8.94	50.29
50 Ft Lots	588	\$70,629	\$393,750	\$7,829.56	9.02	50.29
40 Ft Lots	404	\$44,901	\$315,000	\$6,263.65	7.17	50.29

1 – Based on the weighted average lot prices for each Lot Type as provided by the Developer.

2 – Amounts are rounded to the nearest dollar amount.

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

Table E-C.6
Projected Tax Rate Equivalent per unit – Additional Improvement Area #1 Projects

Description	Planned No. of Units	Estimated Finished Lot Value per unit ¹	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per \$100 Lot Value)	Tax Rate Equivalent (per \$100 Home Value)
60 Ft Lots	65	\$84,000	\$472,500	\$742.26	\$0.88	\$0.16
50 Ft Lots	588	\$70,629	\$393,750	\$618.55	\$0.88	\$0.16
40 Ft Lots	404	\$44,901	\$315,000	\$494.84	\$1.10	\$0.16

1 – Based on the weighted average lot prices for each Lot Type as provided by the Developer.

The Assessment and Annual Installments for each Parcel or Lot located within Improvement Area #1 for the Additional Improvement Area #1 Projects is shown on the Improvement Area #1

Assessment Roll – Additional Improvement Area #1 Projects, attached as Appendix H-2, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

Improvement Area #1 (Combined Initial Improvement Area #1 Projects and Additional Improvement Area #1 Projects)

The combined Assessment Per Unit in Improvement Area #1 is calculated as the sum of the Assessment Per Unit for the Initial Improvement Area #1 Projects and Additional Improvement Area #1 Projects. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is \$49,330.77 (i.e. \$39,935.30 + \$9,395.47). The Assessment for a Lot Type 2 (50 Ft Lot) dwelling unit is \$41,108.98 (i.e. \$33,279.42 + \$7,829.56). The Assessment for a Lot Type 3 (40 Ft Lot) dwelling unit is \$32,887.18 (i.e. \$26,623.53 + \$6,263.65). Table E-C.7 sets forth the combined Assessment Per Unit for each Lot Type in Improvement Area #1.

Table E-C.7
Combined Assessment Per Unit – Improvement Area #1

Type	Planned No. of Units	Assessment Per Unit (Initial IA #1 Projects)	Assessment Per Unit (Additional IA #1 Improvements)	Combined Assessment Per Unit	Total Assessments
Lot Type 1 (60' Lot)	65	\$39,935.30	\$9,395.47	\$49,330.77	\$3,206,500
Lot Type 2 (50' Lot)	588	\$33,279.42	\$7,829.56	\$41,108.98	\$24,172,078
Lot Type 3 (40' Lot)	404	\$26,623.53	\$6,263.65	\$32,887.18	\$13,286,421
Total	1,057				\$40,665,000

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

Table E-C.8
Combined Projected Leverage – Improvement Area #1

Description	Planned No. of Units	Estimated Finished Lot Value per unit ¹	Projected Home Value per unit	Combined Assessment Per Unit ²	Leverage (Lot Value)	Leverage (Home Value)
60 Ft Lots	65	\$84,000	\$472,500	\$49,330.77	1.70	9.58
50 Ft Lots	588	\$70,629	\$393,750	\$41,108.98	1.72	9.58
40 Ft Lots	404	\$44,901	\$315,000	\$32,887.18	1.37	9.58

1 – Based on the weighted average lot prices for each Lot Type as provided by the Developer.

2 – Amounts are rounded to the nearest dollar amount.

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

Table E-C.9
Combined Projected Tax Rate Equivalent per unit – Improvement Area #1

Description	Planned No. of Units	Estimated Finished Lot Value per unit¹	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per \$100 Lot Value)	Tax Rate Equivalent (per \$100 Home Value)
60 Ft Lots	65	\$84,000	\$472,500	\$3,742.36	\$4.46	\$0.79
50 Ft Lots	588	\$70,629	\$393,750	\$3,118.63	\$4.42	\$0.79
40 Ft Lots	404	\$44,901	\$315,000	\$2,494.90	\$5.56	\$0.79

1 – Based on the weighted average lot prices for each Lot Type as provided by the Developer.

The projected Annual Installments for each Parcel or Lot located within Improvement Area #1 for the Initial Improvement Area #1 Projects and the Additional Improvement Area #1 Projects is shown on the combined Improvement Area #1 projected annual installment schedule, attached as Appendix H-3.

D) Allocation of Major Improvement Area Assessments to Lot Types in the Major Improvement Area

As shown in Appendix G of this Service and Assessment Plan, the share of Series 2021 PID Bonds allocable to the Major Improvement Area Assessed Property, which represents the total Assessment allocated on all Parcels within the Major Improvement Area for the Initial Major Improvements, is \$10,280,000. As shown in Table E-B.3, there are a total of 876.83 estimated Equivalent Units in the Major Improvement Area, resulting in an Assessment per Equivalent Unit of \$11,724.01.

The Assessment Per Unit is calculated as the product of (i) \$11,724.01 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is \$11,724.01 (i.e. \$11,724.01 × 1.00). The Assessment for a Lot Type 2 (50 Ft Lot) dwelling unit is \$9,770.01 (i.e. \$11,724.01 × 0.83). The Assessment for a Lot Type 3 (40 Ft Lot) dwelling unit is \$7,816.00 (i.e. \$11,724.01 × 0.67). Table E-D.1 sets forth the Assessment Per Unit for each Lot Type in the Major Improvement Area for the Initial Major Improvements.

Table E-D.1
Assessment Per Unit – Initial Major Improvements

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment Per Unit	Total Assessments
Lot Type 1 (60' Lot)	238	\$11,724.01	1.00	\$11,724.01 per dwelling unit	\$2,790,314
Lot Type 2 (50' Lot)	389	\$11,724.01	0.83	\$9,770.01 per dwelling unit	\$3,800,532
Lot Type 3 (40' Lot)	472	\$11,724.01	0.67	\$7,816.00 per dwelling unit	\$3,689,154
Total	1,099				\$10,280,000

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit within the Major Improvement Area for the Initial Major Improvements is shown in Table E-D.2.

Table E-D.2
Projected Leverage – Initial Major Improvements

Description	Planned No. of Units	Estimated Finished Lot Value per unit¹	Projected Home Value per unit	Assessment Per Unit²	Leverage (Lot Value)	Leverage (Home Value)
60 Ft Lots	238	\$96,731	\$472,500	\$11,724.01	8.25	40.30
50 Ft Lots	389	\$79,826	\$393,750	\$9,770.01	8.17	40.30
40 Ft Lots	472	\$66,233	\$315,000	\$7,816.00	8.47	40.30

1 – Based on the weighted average lot prices for each Lot Type as provided by the Developer.

2 – Amounts are rounded to the nearest dollar amount.

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit within the Major Improvement Area for the Initial Major Improvements is shown in Table E-D.3.

Table E-D.3
Projected Tax Rate Equivalent per unit – Initial Major Improvements

Description	Planned No. of Units	Estimated Finished Lot Value per unit¹	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per \$100 Lot Value)	Tax Rate Equivalent (per \$100 Home Value)
60 Ft Lots	238	\$96,731	\$472,500	\$898.92	\$0.93	\$0.19
50 Ft Lots	389	\$79,826	\$393,750	\$749.10	\$0.94	\$0.19
40 Ft Lots	472	\$66,233	\$315,000	\$599.28	\$0.90	\$0.19

1 – Based on the weighted average lot prices for each Lot Type as provided by the Developer.

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

E) Allocation of Future Improvement Area Assessments to Lot Types in the Future Improvement Area

As shown in Appendix I of this Service and Assessment Plan, the share of Series 2024 PID Bonds allocable to the Future Improvement Area Assessed Property, which represents the total Assessment allocated on all Parcels within the Future Improvement Area for the Future

Improvement Area Projects, is \$7,000,000. As shown in Table E-B.3, there are a total of 876.83 estimated Equivalent Units in the Future Improvement Area, resulting in an Assessment per Equivalent Unit of \$7,983.27.

The Assessment Per Unit is calculated as the product of (i) \$7,983.27 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is \$7,983.27 (i.e. $\$7,983.27 \times 1.00$). The Assessment for a Lot Type 2 (50 Ft Lot) dwelling unit is \$6,652.73 (i.e. $\$7,983.27 \times 0.83$). The Assessment for a Lot Type 3 (40 Ft Lot) dwelling unit is \$5,322.18 (i.e. $\$7,983.27 \times 0.67$). Table E-E.1 sets forth the Assessment Per Unit for each Lot Type in the Future Improvement Area for the Future Improvement Area Projects.

Table E-E.1
Assessment Per Unit – Future Improvement Area Projects

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment Per Unit	Total Assessments
Lot Type 1 (60' Lot)	238	\$7,983.27	1.00	\$7,983.27 per dwelling unit	\$1,900,019
Lot Type 2 (50' Lot)	389	\$7,983.27	0.83	\$6,652.73 per dwelling unit	\$2,587,911
Lot Type 3 (40' Lot)	472	\$7,983.27	0.67	\$5,322.18 per dwelling unit	\$2,512,070
Total	1,099				\$7,000,000

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit within the Future Improvement Area for the Future Improvement Area Projects is shown in Table E-E.2.

Table E-E.2
Projected Leverage – Future Improvement Area Projects

Description	Planned No. of Units	Estimated Finished Lot Value per unit ¹	Projected Home Value per unit	Assessment Per Unit ²	Leverage (Lot Value)	Leverage (Home Value)
60 Ft Lots	238	\$96,731	\$472,500	\$7,983.27	12.12	59.19
50 Ft Lots	389	\$79,826	\$393,750	\$6,652.73	12.00	59.19
40 Ft Lots	472	\$66,233	\$315,000	\$5,322.18	12.44	59.19

1 – Based on the weighted average lot prices for each Lot Type as provided by the Developer.

2 – Amounts are rounded to the nearest dollar amount.

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit within the Future Improvement Area for the Future Improvement Area Projects is shown in Table E-E.3.

Table E-E.3
Projected Tax Rate Equivalent per unit – Future Improvement Area Projects

Description	Planned No. of Units	Estimated Finished Lot Value per unit¹	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per \$100 Lot Value)	Tax Rate Equivalent (per \$100 Home Value)
60 Ft Lots	238	\$96,731	\$472,500	\$756.53	\$0.78	\$0.16
50 Ft Lots	389	\$79,826	\$393,750	\$630.44	\$0.79	\$0.16
40 Ft Lots	472	\$66,233	\$315,000	\$504.36	\$0.76	\$0.16

1 – Based on the weighted average lot prices for each Lot Type as provided by the Developer.

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

APPENDIX F-1

SERIES 2021 PID BONDS PROJECTED ANNUAL INSTALLMENT SCHEDULE

Appendix F-1
Series 2021 PID Bonds Projected Annual Installment Schedule

Year ¹	Principal	Interest	Administrative Expenses²	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest/Available Credits	Total Annual Installment³
9/30/21	\$0	\$599,850	\$0	\$0	\$0	(\$599,850)	\$0
9/30/22	\$0	\$2,322,000	\$85,000	\$0	\$0	(\$2,407,000)	\$0
9/30/23	\$650,000	\$2,322,000	\$112,200	\$216,000	\$0	(\$1,365,150)	\$1,935,050
9/30/24	\$685,000	\$2,287,063	\$114,444	\$212,750	\$0	\$0	\$3,299,257
9/30/25	\$725,000	\$2,250,244	\$116,733	\$209,325	\$0	\$0	\$3,301,302
9/30/26	\$765,000	\$2,211,275	\$119,068	\$205,700	\$0	\$0	\$3,301,043
9/30/27	\$805,000	\$2,170,156	\$121,449	\$201,875	\$0	\$0	\$3,298,480
9/30/28	\$845,000	\$2,126,888	\$123,878	\$197,850	\$0	\$0	\$3,293,615
9/30/29	\$895,000	\$2,081,469	\$126,355	\$193,625	\$0	\$0	\$3,296,449
9/30/30	\$940,000	\$2,033,363	\$128,883	\$189,150	\$0	\$0	\$3,291,395
9/30/31	\$990,000	\$1,982,838	\$131,460	\$184,450	\$0	\$0	\$3,288,748
9/30/32	\$1,045,000	\$1,929,625	\$134,089	\$179,500	\$0	\$0	\$3,288,214
9/30/33	\$1,100,000	\$1,873,456	\$136,771	\$174,275	\$0	\$0	\$3,284,502
9/30/34	\$1,160,000	\$1,814,331	\$139,507	\$168,775	\$0	\$0	\$3,282,613
9/30/35	\$1,220,000	\$1,751,981	\$142,297	\$162,975	\$0	\$0	\$3,277,253
9/30/36	\$1,290,000	\$1,686,406	\$145,143	\$156,875	\$0	\$0	\$3,278,424
9/30/37	\$1,355,000	\$1,617,069	\$148,046	\$150,425	\$0	\$0	\$3,270,539
9/30/38	\$1,430,000	\$1,544,238	\$151,006	\$143,650	\$0	\$0	\$3,268,894
9/30/39	\$1,505,000	\$1,467,375	\$154,027	\$136,500	\$0	\$0	\$3,262,902
9/30/40	\$1,585,000	\$1,386,481	\$157,107	\$128,975	\$0	\$0	\$3,257,563
9/30/41	\$1,670,000	\$1,301,288	\$160,249	\$121,050	\$0	\$0	\$3,252,587
9/30/42	\$1,760,000	\$1,211,525	\$163,454	\$112,700	\$0	\$0	\$3,247,679
9/30/43	\$1,855,000	\$1,116,925	\$166,723	\$103,900	\$0	\$0	\$3,242,548
9/30/44	\$1,955,000	\$1,017,219	\$170,058	\$94,625	\$0	\$0	\$3,236,902
9/30/45	\$2,060,000	\$912,138	\$173,459	\$84,850	\$0	\$0	\$3,230,446
9/30/46	\$2,170,000	\$801,413	\$176,928	\$74,550	\$0	\$0	\$3,222,891
9/30/47	\$2,290,000	\$684,775	\$180,467	\$63,700	\$0	\$0	\$3,218,942
9/30/48	\$2,410,000	\$561,688	\$184,076	\$52,250	\$0	\$0	\$3,208,013
9/30/49	\$2,540,000	\$432,150	\$187,758	\$40,200	\$0	\$0	\$3,200,108
9/30/50	\$2,680,000	\$295,625	\$191,513	\$27,500	\$0	\$0	\$3,194,638
9/30/51	\$2,820,000	\$151,575	\$195,343	\$14,100	(\$2,976,469)	\$0	\$204,549
Total	\$43,200,000	\$45,944,425	\$4,437,489	\$4,002,100	(\$2,976,469)	(\$4,372,000)	\$90,235,545

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.

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

3- Annual Installments are calculated using a 5.375% interest rate on the Series 2021 PID Bonds plus the Additional Interest and Administrative Expenses.

APPENDIX F-2

SERIES 2024 PID BONDS PROJECTED ANNUAL INSTALLMENT SCHEDULE

Appendix F-2
Series 2024 PID Bonds Projected Annual Installment Schedule

Year ¹	Principal	Interest	Administrative Expenses²	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest/Available Credits	Total Annual Installment³
9/30/24	\$0	\$245,000	\$0	\$0	\$0	(\$245,000)	\$0
9/30/25	\$0	\$490,000	\$0	\$0	\$0	(\$490,000)	\$0
9/30/26	\$76,000	\$490,000	\$61,200	\$35,000	\$0	\$0	\$662,200
9/30/27	\$82,000	\$484,680	\$62,424	\$34,620	\$0	\$0	\$663,724
9/30/28	\$88,000	\$478,940	\$63,672	\$34,210	\$0	\$0	\$664,822
9/30/29	\$94,000	\$472,780	\$64,946	\$33,770	\$0	\$0	\$665,496
9/30/30	\$101,000	\$466,200	\$66,245	\$33,300	\$0	\$0	\$666,745
9/30/31	\$108,000	\$459,130	\$67,570	\$32,795	\$0	\$0	\$667,495
9/30/32	\$124,000	\$451,570	\$55,000	\$32,255	\$0	\$0	\$662,825
9/30/33	\$133,000	\$442,890	\$55,028	\$31,635	\$0	\$0	\$662,553
9/30/34	\$143,000	\$433,580	\$55,055	\$30,970	\$0	\$0	\$662,605
9/30/35	\$154,000	\$423,570	\$55,083	\$30,255	\$0	\$0	\$662,908
9/30/36	\$165,000	\$412,790	\$55,110	\$29,485	\$0	\$0	\$662,385
9/30/37	\$178,000	\$401,240	\$55,138	\$28,660	\$0	\$0	\$663,038
9/30/38	\$191,000	\$388,780	\$55,165	\$27,770	\$0	\$0	\$662,715
9/30/39	\$205,000	\$375,410	\$55,193	\$26,815	\$0	\$0	\$662,418
9/30/40	\$221,000	\$361,060	\$55,220	\$25,790	\$0	\$0	\$663,070
9/30/41	\$237,000	\$345,590	\$55,248	\$24,685	\$0	\$0	\$662,523
9/30/42	\$255,000	\$329,000	\$55,276	\$23,500	\$0	\$0	\$662,776
9/30/43	\$274,000	\$311,150	\$55,303	\$22,225	\$0	\$0	\$662,678
9/30/44	\$295,000	\$291,970	\$55,331	\$20,855	\$0	\$0	\$663,156
9/30/45	\$317,000	\$271,320	\$55,359	\$19,380	\$0	\$0	\$663,059
9/30/46	\$341,000	\$249,130	\$55,386	\$17,795	\$0	\$0	\$663,311
9/30/47	\$366,000	\$225,260	\$55,414	\$16,090	\$0	\$0	\$662,764
9/30/48	\$394,000	\$199,640	\$55,442	\$14,260	\$0	\$0	\$663,342
9/30/49	\$423,000	\$172,060	\$55,469	\$12,290	\$0	\$0	\$662,819
9/30/50	\$455,000	\$142,450	\$55,497	\$10,175	\$0	\$0	\$663,122
9/30/51	\$489,000	\$110,600	\$55,525	\$7,900	\$0	\$0	\$663,025
9/30/52	\$526,000	\$76,370	\$55,553	\$5,455	\$0	\$0	\$663,378
9/30/53	\$565,000	\$39,550	\$55,580	\$2,825	(\$604,550)	\$0	\$58,405
Total	\$7,000,000	\$10,041,710	\$1,602,431	\$664,765	(\$604,550)	(\$735,000)	\$17,969,356

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.

2- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year for years 2024 through 2031 and a 0.05% increase per year thereafter.

3- Annual Installments are calculated using an estimated interest rate of 7.00% on the Series 2024 PID Bonds plus the Additional Interest and Administrative Expenses.

APPENDIX G
**MAJOR IMPROVEMENT AREA ASSESSMENT ROLL - INITIAL MAJOR
IMPROVEMENTS**

Appendix G
Major Improvement Area Assessment Roll – Initial Major Improvements

**Parcel
Equivalent Units
Assessment**

**All Parcels
876.83**

\$10,280,000

Year¹	Principal²	Interest²	Administrative Expenses³	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment⁴
9/30/21	\$0	\$142,742	\$0	\$0	\$0	(\$142,742)	\$0
9/30/22	\$0	\$552,550	\$35,000	\$0	\$0	(\$587,550)	\$0
9/30/23	\$155,000	\$552,550	\$35,700	\$51,400	\$0	(\$333,016)	\$461,634
9/30/24	\$165,000	\$544,219	\$36,414	\$50,625	\$0	\$0	\$796,258
9/30/25	\$175,000	\$535,350	\$37,142	\$49,800	\$0	\$0	\$797,292
9/30/26	\$180,000	\$525,944	\$37,885	\$48,925	\$0	\$0	\$792,754
9/30/27	\$190,000	\$516,269	\$38,643	\$48,025	\$0	\$0	\$792,937
9/30/28	\$200,000	\$506,056	\$39,416	\$47,075	\$0	\$0	\$792,547
9/30/29	\$215,000	\$495,306	\$40,204	\$46,075	\$0	\$0	\$796,585
9/30/30	\$225,000	\$483,750	\$41,008	\$45,000	\$0	\$0	\$794,758
9/30/31	\$235,000	\$471,656	\$41,828	\$43,875	\$0	\$0	\$792,359
9/30/32	\$250,000	\$459,025	\$42,665	\$42,700	\$0	\$0	\$794,390
9/30/33	\$260,000	\$445,588	\$43,518	\$41,450	\$0	\$0	\$790,556
9/30/34	\$275,000	\$431,613	\$44,388	\$40,150	\$0	\$0	\$791,151
9/30/35	\$290,000	\$416,831	\$45,276	\$38,775	\$0	\$0	\$790,882
9/30/36	\$305,000	\$401,244	\$46,182	\$37,325	\$0	\$0	\$789,751
9/30/37	\$320,000	\$384,850	\$47,105	\$35,800	\$0	\$0	\$787,755
9/30/38	\$340,000	\$367,650	\$48,047	\$34,200	\$0	\$0	\$789,897
9/30/39	\$360,000	\$349,375	\$49,008	\$32,500	\$0	\$0	\$790,883
9/30/40	\$375,000	\$330,025	\$49,989	\$30,700	\$0	\$0	\$785,714
9/30/41	\$395,000	\$309,869	\$50,988	\$28,825	\$0	\$0	\$784,682
9/30/42	\$420,000	\$288,638	\$52,008	\$26,850	\$0	\$0	\$787,496
9/30/43	\$440,000	\$266,063	\$53,048	\$24,750	\$0	\$0	\$783,861
9/30/44	\$465,000	\$242,413	\$54,109	\$22,550	\$0	\$0	\$784,072
9/30/45	\$490,000	\$217,419	\$55,191	\$20,225	\$0	\$0	\$782,835
9/30/46	\$515,000	\$191,081	\$56,295	\$17,775	\$0	\$0	\$780,152
9/30/47	\$545,000	\$163,400	\$57,421	\$15,200	\$0	\$0	\$781,021
9/30/48	\$575,000	\$134,106	\$58,570	\$12,475	\$0	\$0	\$780,151
9/30/49	\$605,000	\$103,200	\$59,741	\$9,600	\$0	\$0	\$777,541
9/30/50	\$640,000	\$70,681	\$60,936	\$6,575	\$0	\$0	\$778,192
9/30/51	\$675,000	\$36,281	\$62,155	\$3,375	(\$708,289)	\$0	\$68,521
Total	\$10,280,000	\$10,935,742	\$1,419,883	\$952,600	(\$708,289)	(\$1,063,308)	\$21,816,627

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.

2- Principal and interest amounts shown are pro rata estimates based the estimated bond debt service schedule shown in Appendix F-1 for the Series 2021 PID Bonds.

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

4- Annual Installments are calculated using a 5.375% interest rate on the Series 2021 PID Bonds plus the Additional Interest and Administrative Expenses.

Appendix G
Assessment Roll by Lot Type

Lot Type
Assessment
Equivalent Unit

Lot Type 1 (60 Ft)
\$11,724
1.00

Year¹	Principal²	Interest²	Administrative Expenses³	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment⁴
9/30/21	\$0	\$163	\$0	\$0	\$0	(\$163)	\$0
9/30/22	\$0	\$630	\$40	\$0	\$0	(\$670)	\$0
9/30/23	\$177	\$630	\$41	\$59	\$0	(\$380)	\$526
9/30/24	\$188	\$621	\$42	\$58	\$0	\$0	\$908
9/30/25	\$200	\$611	\$42	\$57	\$0	\$0	\$909
9/30/26	\$205	\$600	\$43	\$56	\$0	\$0	\$904
9/30/27	\$217	\$589	\$44	\$55	\$0	\$0	\$904
9/30/28	\$228	\$577	\$45	\$54	\$0	\$0	\$904
9/30/29	\$245	\$565	\$46	\$53	\$0	\$0	\$908
9/30/30	\$257	\$552	\$47	\$51	\$0	\$0	\$906
9/30/31	\$268	\$538	\$48	\$50	\$0	\$0	\$904
9/30/32	\$285	\$524	\$49	\$49	\$0	\$0	\$906
9/30/33	\$297	\$508	\$50	\$47	\$0	\$0	\$902
9/30/34	\$314	\$492	\$51	\$46	\$0	\$0	\$902
9/30/35	\$331	\$475	\$52	\$44	\$0	\$0	\$902
9/30/36	\$348	\$458	\$53	\$43	\$0	\$0	\$901
9/30/37	\$365	\$439	\$54	\$41	\$0	\$0	\$898
9/30/38	\$388	\$419	\$55	\$39	\$0	\$0	\$901
9/30/39	\$411	\$398	\$56	\$37	\$0	\$0	\$902
9/30/40	\$428	\$376	\$57	\$35	\$0	\$0	\$896
9/30/41	\$450	\$353	\$58	\$33	\$0	\$0	\$895
9/30/42	\$479	\$329	\$59	\$31	\$0	\$0	\$898
9/30/43	\$502	\$303	\$60	\$28	\$0	\$0	\$894
9/30/44	\$530	\$276	\$62	\$26	\$0	\$0	\$894
9/30/45	\$559	\$248	\$63	\$23	\$0	\$0	\$893
9/30/46	\$587	\$218	\$64	\$20	\$0	\$0	\$890
9/30/47	\$622	\$186	\$65	\$17	\$0	\$0	\$891
9/30/48	\$656	\$153	\$67	\$14	\$0	\$0	\$890
9/30/49	\$690	\$118	\$68	\$11	\$0	\$0	\$887
9/30/50	\$730	\$81	\$69	\$7	\$0	\$0	\$888
9/30/51	\$770	\$41	\$71	\$4	(\$808)	\$0	\$78
Total	\$11,724	\$12,472	\$1,619	\$1,086	(\$808)	(\$1,213)	\$24,881

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.

2- Principal and interest amounts shown are pro rata estimates based the estimated bond debt service schedule shown in Appendix F-1 for the Series 2021 PID Bonds.

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

4- Annual Installments are calculated using a 5.375% interest rate on the Series 2021 PID Bonds plus the Additional Interest and Administrative Expenses.

Appendix G
Assessment Roll by Lot Type

Lot Type
Assessment
Equivalent Unit

Lot Type 2 (50 Ft)
\$9,770
0.83

Year¹	Principal²	Interest²	Administrative Expenses³	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment⁴
9/30/21	\$0	\$136	\$0	\$0	\$0	(\$136)	\$0
9/30/22	\$0	\$525	\$33	\$0	\$0	(\$558)	\$0
9/30/23	\$147	\$525	\$34	\$49	\$0	(\$316)	\$439
9/30/24	\$157	\$517	\$35	\$48	\$0	\$0	\$757
9/30/25	\$166	\$509	\$35	\$47	\$0	\$0	\$758
9/30/26	\$171	\$500	\$36	\$46	\$0	\$0	\$753
9/30/27	\$181	\$491	\$37	\$46	\$0	\$0	\$754
9/30/28	\$190	\$481	\$37	\$45	\$0	\$0	\$753
9/30/29	\$204	\$471	\$38	\$44	\$0	\$0	\$757
9/30/30	\$214	\$460	\$39	\$43	\$0	\$0	\$755
9/30/31	\$223	\$448	\$40	\$42	\$0	\$0	\$753
9/30/32	\$238	\$436	\$41	\$41	\$0	\$0	\$755
9/30/33	\$247	\$423	\$41	\$39	\$0	\$0	\$751
9/30/34	\$261	\$410	\$42	\$38	\$0	\$0	\$752
9/30/35	\$276	\$396	\$43	\$37	\$0	\$0	\$752
9/30/36	\$290	\$381	\$44	\$35	\$0	\$0	\$751
9/30/37	\$304	\$366	\$45	\$34	\$0	\$0	\$749
9/30/38	\$323	\$349	\$46	\$33	\$0	\$0	\$751
9/30/39	\$342	\$332	\$47	\$31	\$0	\$0	\$752
9/30/40	\$356	\$314	\$48	\$29	\$0	\$0	\$747
9/30/41	\$375	\$294	\$48	\$27	\$0	\$0	\$746
9/30/42	\$399	\$274	\$49	\$26	\$0	\$0	\$748
9/30/43	\$418	\$253	\$50	\$24	\$0	\$0	\$745
9/30/44	\$442	\$230	\$51	\$21	\$0	\$0	\$745
9/30/45	\$466	\$207	\$52	\$19	\$0	\$0	\$744
9/30/46	\$489	\$182	\$54	\$17	\$0	\$0	\$741
9/30/47	\$518	\$155	\$55	\$14	\$0	\$0	\$742
9/30/48	\$546	\$127	\$56	\$12	\$0	\$0	\$741
9/30/49	\$575	\$98	\$57	\$9	\$0	\$0	\$739
9/30/50	\$608	\$67	\$58	\$6	\$0	\$0	\$740
9/30/51	\$642	\$34	\$59	\$3	(\$673)	\$0	\$65
Total	\$9,770	\$10,393	\$1,349	\$905	(\$673)	(\$1,011)	\$20,734

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.

2- Principal and interest amounts shown are pro rata estimates based the estimated bond debt service schedule shown in Appendix F-1 for the Series 2021 PID Bonds.

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

4- Annual Installments are calculated using a 5.375% interest rate on the Series 2021 PID Bonds plus the Additional Interest and Administrative Expenses.

Appendix G
Assessment Roll by Lot Type

Lot Type
Assessment
Equivalent Unit

Lot Type 3 (40 Ft)
\$7,816
0.67

Year¹	Principal²	Interest²	Administrative Expenses³	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment⁴
9/30/21	\$0	\$109	\$0	\$0	\$0	(\$109)	\$0
9/30/22	\$0	\$420	\$27	\$0	\$0	(\$447)	\$0
9/30/23	\$118	\$420	\$27	\$39	\$0	(\$253)	\$351
9/30/24	\$125	\$414	\$28	\$38	\$0	\$0	\$605
9/30/25	\$133	\$407	\$28	\$38	\$0	\$0	\$606
9/30/26	\$137	\$400	\$29	\$37	\$0	\$0	\$603
9/30/27	\$144	\$393	\$29	\$37	\$0	\$0	\$603
9/30/28	\$152	\$385	\$30	\$36	\$0	\$0	\$603
9/30/29	\$163	\$377	\$31	\$35	\$0	\$0	\$606
9/30/30	\$171	\$368	\$31	\$34	\$0	\$0	\$604
9/30/31	\$179	\$359	\$32	\$33	\$0	\$0	\$602
9/30/32	\$190	\$349	\$32	\$32	\$0	\$0	\$604
9/30/33	\$198	\$339	\$33	\$32	\$0	\$0	\$601
9/30/34	\$209	\$328	\$34	\$31	\$0	\$0	\$602
9/30/35	\$220	\$317	\$34	\$29	\$0	\$0	\$601
9/30/36	\$232	\$305	\$35	\$28	\$0	\$0	\$600
9/30/37	\$243	\$293	\$36	\$27	\$0	\$0	\$599
9/30/38	\$259	\$280	\$37	\$26	\$0	\$0	\$601
9/30/39	\$274	\$266	\$37	\$25	\$0	\$0	\$601
9/30/40	\$285	\$251	\$38	\$23	\$0	\$0	\$597
9/30/41	\$300	\$236	\$39	\$22	\$0	\$0	\$597
9/30/42	\$319	\$219	\$40	\$20	\$0	\$0	\$599
9/30/43	\$335	\$202	\$40	\$19	\$0	\$0	\$596
9/30/44	\$354	\$184	\$41	\$17	\$0	\$0	\$596
9/30/45	\$373	\$165	\$42	\$15	\$0	\$0	\$595
9/30/46	\$392	\$145	\$43	\$14	\$0	\$0	\$593
9/30/47	\$414	\$124	\$44	\$12	\$0	\$0	\$594
9/30/48	\$437	\$102	\$45	\$9	\$0	\$0	\$593
9/30/49	\$460	\$78	\$45	\$7	\$0	\$0	\$591
9/30/50	\$487	\$54	\$46	\$5	\$0	\$0	\$592
9/30/51	\$513	\$28	\$47	\$3	(\$539)	\$0	\$52
Total	\$7,816	\$8,315	\$1,080	\$724	(\$539)	(\$808)	\$16,587

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.

2- Principal and interest amounts shown are pro rata estimates based the estimated bond debt service schedule shown in Appendix F-1 for the Series 2021 PID Bonds.

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

4- Annual Installments are calculated using a 5.375% interest rate on the Series 2021 PID Bonds plus the Additional Interest and Administrative Expenses.

APPENDIX H-1
IMPROVEMENT AREA #1 ASSESSMENT ROLL – INITIAL IMPROVEMENT AREA
#1 PROJECTS

Appendix H-1
Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects

**Parcel
Equivalent Units
Assessment**

**All Parcels
824.33
\$32,920,000**

Year¹	Principal²	Interest²	Administrative Expenses³	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment⁴
9/30/21	\$0	\$457,108	\$0	\$0	\$0	(\$457,108)	\$0
9/30/22	\$0	\$1,769,450	\$50,000	\$0	\$0	(\$1,819,450)	\$0
9/30/23	\$495,000	\$1,769,450	\$76,500	\$164,600	\$0	(\$1,032,134)	\$1,473,416
9/30/24	\$520,000	\$1,742,844	\$78,030	\$162,125	\$0	\$0	\$2,502,999
9/30/25	\$550,000	\$1,714,894	\$79,591	\$159,525	\$0	\$0	\$2,504,009
9/30/26	\$585,000	\$1,685,331	\$81,182	\$156,775	\$0	\$0	\$2,508,289
9/30/27	\$615,000	\$1,653,888	\$82,806	\$153,850	\$0	\$0	\$2,505,544
9/30/28	\$645,000	\$1,620,831	\$84,462	\$150,775	\$0	\$0	\$2,501,068
9/30/29	\$680,000	\$1,586,163	\$86,151	\$147,550	\$0	\$0	\$2,499,864
9/30/30	\$715,000	\$1,549,613	\$87,874	\$144,150	\$0	\$0	\$2,496,637
9/30/31	\$755,000	\$1,511,181	\$89,632	\$140,575	\$0	\$0	\$2,496,388
9/30/32	\$795,000	\$1,470,600	\$91,425	\$136,800	\$0	\$0	\$2,493,825
9/30/33	\$840,000	\$1,427,869	\$93,253	\$132,825	\$0	\$0	\$2,493,947
9/30/34	\$885,000	\$1,382,719	\$95,118	\$128,625	\$0	\$0	\$2,491,462
9/30/35	\$930,000	\$1,335,150	\$97,020	\$124,200	\$0	\$0	\$2,486,370
9/30/36	\$985,000	\$1,285,163	\$98,961	\$119,550	\$0	\$0	\$2,488,673
9/30/37	\$1,035,000	\$1,232,219	\$100,940	\$114,625	\$0	\$0	\$2,482,784
9/30/38	\$1,090,000	\$1,176,588	\$102,959	\$109,450	\$0	\$0	\$2,478,996
9/30/39	\$1,145,000	\$1,118,000	\$105,018	\$104,000	\$0	\$0	\$2,472,018
9/30/40	\$1,210,000	\$1,056,456	\$107,118	\$98,275	\$0	\$0	\$2,471,850
9/30/41	\$1,275,000	\$991,419	\$109,261	\$92,225	\$0	\$0	\$2,467,905
9/30/42	\$1,340,000	\$922,888	\$111,446	\$85,850	\$0	\$0	\$2,460,184
9/30/43	\$1,415,000	\$850,863	\$113,675	\$79,150	\$0	\$0	\$2,458,687
9/30/44	\$1,490,000	\$774,806	\$115,948	\$72,075	\$0	\$0	\$2,452,830
9/30/45	\$1,570,000	\$694,719	\$118,267	\$64,625	\$0	\$0	\$2,447,611
9/30/46	\$1,655,000	\$610,331	\$120,633	\$56,775	\$0	\$0	\$2,442,739
9/30/47	\$1,745,000	\$521,375	\$123,045	\$48,500	\$0	\$0	\$2,437,920
9/30/48	\$1,835,000	\$427,581	\$125,506	\$39,775	\$0	\$0	\$2,427,863
9/30/49	\$1,935,000	\$328,950	\$128,016	\$30,600	\$0	\$0	\$2,422,566
9/30/50	\$2,040,000	\$224,944	\$130,577	\$20,925	\$0	\$0	\$2,416,446
9/30/51	\$2,145,000	\$115,294	\$133,188	\$10,725	(\$2,268,179)	\$0	\$136,028
Total	\$32,920,000	\$35,008,683	\$3,017,606	\$3,049,500	(\$2,268,179)	(\$3,308,692)	\$68,418,918

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.

2- Principal and interest amounts shown are pro rata estimates based the estimated bond debt service schedule shown in Appendix F-1 for the Series 2021 PID Bonds.

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

4- Annual Installments are calculated using a 5.375% interest rate on the Series 2021 PID Bonds plus the Additional Interest and Administrative Expenses.

Appendix H-1

Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects Assessment Roll by Lot Type

**Lot Type
Assessment
Equivalent Unit**

**Lot Type 1 (60 Ft)
\$39,935
1.00**

Year¹	Principal²	Interest²	Administrative Expenses³	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment⁴
9/30/21	\$0	\$555	\$0	\$0	\$0	(\$555)	\$0
9/30/22	\$0	\$2,147	\$61	\$0	\$0	(\$2,207)	\$0
9/30/23	\$600	\$2,147	\$93	\$200	\$0	(\$1,252)	\$1,787
9/30/24	\$631	\$2,114	\$95	\$197	\$0	\$0	\$3,036
9/30/25	\$667	\$2,080	\$97	\$194	\$0	\$0	\$3,038
9/30/26	\$710	\$2,044	\$98	\$190	\$0	\$0	\$3,043
9/30/27	\$746	\$2,006	\$100	\$187	\$0	\$0	\$3,039
9/30/28	\$782	\$1,966	\$102	\$183	\$0	\$0	\$3,034
9/30/29	\$825	\$1,924	\$105	\$179	\$0	\$0	\$3,033
9/30/30	\$867	\$1,880	\$107	\$175	\$0	\$0	\$3,029
9/30/31	\$916	\$1,833	\$109	\$171	\$0	\$0	\$3,028
9/30/32	\$964	\$1,784	\$111	\$166	\$0	\$0	\$3,025
9/30/33	\$1,019	\$1,732	\$113	\$161	\$0	\$0	\$3,025
9/30/34	\$1,074	\$1,677	\$115	\$156	\$0	\$0	\$3,022
9/30/35	\$1,128	\$1,620	\$118	\$151	\$0	\$0	\$3,016
9/30/36	\$1,195	\$1,559	\$120	\$145	\$0	\$0	\$3,019
9/30/37	\$1,256	\$1,495	\$122	\$139	\$0	\$0	\$3,012
9/30/38	\$1,322	\$1,427	\$125	\$133	\$0	\$0	\$3,007
9/30/39	\$1,389	\$1,356	\$127	\$126	\$0	\$0	\$2,999
9/30/40	\$1,468	\$1,282	\$130	\$119	\$0	\$0	\$2,999
9/30/41	\$1,547	\$1,203	\$133	\$112	\$0	\$0	\$2,994
9/30/42	\$1,626	\$1,120	\$135	\$104	\$0	\$0	\$2,984
9/30/43	\$1,717	\$1,032	\$138	\$96	\$0	\$0	\$2,983
9/30/44	\$1,808	\$940	\$141	\$87	\$0	\$0	\$2,976
9/30/45	\$1,905	\$843	\$143	\$78	\$0	\$0	\$2,969
9/30/46	\$2,008	\$740	\$146	\$69	\$0	\$0	\$2,963
9/30/47	\$2,117	\$632	\$149	\$59	\$0	\$0	\$2,957
9/30/48	\$2,226	\$519	\$152	\$48	\$0	\$0	\$2,945
9/30/49	\$2,347	\$399	\$155	\$37	\$0	\$0	\$2,939
9/30/50	\$2,475	\$273	\$158	\$25	\$0	\$0	\$2,931
9/30/51	\$2,602	\$140	\$162	\$13	(\$2,752)	\$0	\$165
Total	\$39,935	\$42,469	\$3,661	\$3,699	(\$2,752)	(\$4,014)	\$82,999

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.

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

4- Annual Installments are calculated using a 5.375% interest rate on the Series 2021 PID Bonds plus the Additional Interest and Administrative Expenses.

Appendix H-1

Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects Assessment Roll by Lot Type

**Lot Type
Assessment
Equivalent Unit**

**Lot Type 2 (50 Ft)
\$33,279
0.83**

Year¹	Principal²	Interest²	Administrative Expenses³	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment⁴
9/30/21	\$0	\$462	\$0	\$0	\$0	(\$462)	\$0
9/30/22	\$0	\$1,789	\$51	\$0	\$0	(\$1,839)	\$0
9/30/23	\$500	\$1,789	\$77	\$166	\$0	(\$1,043)	\$1,490
9/30/24	\$526	\$1,762	\$79	\$164	\$0	\$0	\$2,530
9/30/25	\$556	\$1,734	\$80	\$161	\$0	\$0	\$2,531
9/30/26	\$591	\$1,704	\$82	\$158	\$0	\$0	\$2,536
9/30/27	\$622	\$1,672	\$84	\$156	\$0	\$0	\$2,533
9/30/28	\$652	\$1,639	\$85	\$152	\$0	\$0	\$2,528
9/30/29	\$687	\$1,603	\$87	\$149	\$0	\$0	\$2,527
9/30/30	\$723	\$1,567	\$89	\$146	\$0	\$0	\$2,524
9/30/31	\$763	\$1,528	\$91	\$142	\$0	\$0	\$2,524
9/30/32	\$804	\$1,487	\$92	\$138	\$0	\$0	\$2,521
9/30/33	\$849	\$1,443	\$94	\$134	\$0	\$0	\$2,521
9/30/34	\$895	\$1,398	\$96	\$130	\$0	\$0	\$2,519
9/30/35	\$940	\$1,350	\$98	\$126	\$0	\$0	\$2,514
9/30/36	\$996	\$1,299	\$100	\$121	\$0	\$0	\$2,516
9/30/37	\$1,046	\$1,246	\$102	\$116	\$0	\$0	\$2,510
9/30/38	\$1,102	\$1,189	\$104	\$111	\$0	\$0	\$2,506
9/30/39	\$1,158	\$1,130	\$106	\$105	\$0	\$0	\$2,499
9/30/40	\$1,223	\$1,068	\$108	\$99	\$0	\$0	\$2,499
9/30/41	\$1,289	\$1,002	\$110	\$93	\$0	\$0	\$2,495
9/30/42	\$1,355	\$933	\$113	\$87	\$0	\$0	\$2,487
9/30/43	\$1,430	\$860	\$115	\$80	\$0	\$0	\$2,486
9/30/44	\$1,506	\$783	\$117	\$73	\$0	\$0	\$2,480
9/30/45	\$1,587	\$702	\$120	\$65	\$0	\$0	\$2,474
9/30/46	\$1,673	\$617	\$122	\$57	\$0	\$0	\$2,469
9/30/47	\$1,764	\$527	\$124	\$49	\$0	\$0	\$2,465
9/30/48	\$1,855	\$432	\$127	\$40	\$0	\$0	\$2,454
9/30/49	\$1,956	\$333	\$129	\$31	\$0	\$0	\$2,449
9/30/50	\$2,062	\$227	\$132	\$21	\$0	\$0	\$2,443
9/30/51	\$2,168	\$117	\$135	\$11	(\$2,293)	\$0	\$138
Total	\$33,279	\$35,391	\$3,051	\$3,083	(\$2,293)	(\$3,345)	\$69,166

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.

2- Principal and interest amounts shown are pro rata estimates based the estimated bond debt service schedule shown in Appendix F-1 for the Series 2021 PID Bonds.

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

4- Annual Installments are calculated using a 5.375% interest rate on the Series 2021 PID Bonds plus the Additional Interest and Administrative Expenses.

Appendix H-1

Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects Assessment Roll by Lot Type

**Lot Type
Assessment
Equivalent Unit**

**Lot Type 3 (40 Ft)
\$26,624
0.67**

Year¹	Principal²	Interest²	Administrative Expenses³	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment⁴
9/30/21	\$0	\$370	\$0	\$0	\$0	(\$370)	\$0
9/30/22	\$0	\$1,431	\$40	\$0	\$0	(\$1,471)	\$0
9/30/23	\$400	\$1,431	\$62	\$133	\$0	(\$835)	\$1,192
9/30/24	\$421	\$1,409	\$63	\$131	\$0	\$0	\$2,024
9/30/25	\$445	\$1,387	\$64	\$129	\$0	\$0	\$2,025
9/30/26	\$473	\$1,363	\$66	\$127	\$0	\$0	\$2,029
9/30/27	\$497	\$1,338	\$67	\$124	\$0	\$0	\$2,026
9/30/28	\$522	\$1,311	\$68	\$122	\$0	\$0	\$2,023
9/30/29	\$550	\$1,283	\$70	\$119	\$0	\$0	\$2,022
9/30/30	\$578	\$1,253	\$71	\$117	\$0	\$0	\$2,019
9/30/31	\$611	\$1,222	\$72	\$114	\$0	\$0	\$2,019
9/30/32	\$643	\$1,189	\$74	\$111	\$0	\$0	\$2,017
9/30/33	\$679	\$1,155	\$75	\$107	\$0	\$0	\$2,017
9/30/34	\$716	\$1,118	\$77	\$104	\$0	\$0	\$2,015
9/30/35	\$752	\$1,080	\$78	\$100	\$0	\$0	\$2,011
9/30/36	\$797	\$1,039	\$80	\$97	\$0	\$0	\$2,013
9/30/37	\$837	\$997	\$82	\$93	\$0	\$0	\$2,008
9/30/38	\$882	\$952	\$83	\$89	\$0	\$0	\$2,005
9/30/39	\$926	\$904	\$85	\$84	\$0	\$0	\$1,999
9/30/40	\$979	\$854	\$87	\$79	\$0	\$0	\$1,999
9/30/41	\$1,031	\$802	\$88	\$75	\$0	\$0	\$1,996
9/30/42	\$1,084	\$746	\$90	\$69	\$0	\$0	\$1,990
9/30/43	\$1,144	\$688	\$92	\$64	\$0	\$0	\$1,988
9/30/44	\$1,205	\$627	\$94	\$58	\$0	\$0	\$1,984
9/30/45	\$1,270	\$562	\$96	\$52	\$0	\$0	\$1,979
9/30/46	\$1,338	\$494	\$98	\$46	\$0	\$0	\$1,976
9/30/47	\$1,411	\$422	\$100	\$39	\$0	\$0	\$1,972
9/30/48	\$1,484	\$346	\$102	\$32	\$0	\$0	\$1,963
9/30/49	\$1,565	\$266	\$104	\$25	\$0	\$0	\$1,959
9/30/50	\$1,650	\$182	\$106	\$17	\$0	\$0	\$1,954
9/30/51	\$1,735	\$93	\$108	\$9	(\$1,834)	\$0	\$110
Total	\$26,624	\$28,313	\$2,440	\$2,466	(\$1,834)	(\$2,676)	\$55,333

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.

2- Principal and interest amounts shown are pro rata estimates based the estimated bond debt service schedule shown in Appendix F-1 for the Series 2021 PID Bonds.

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

4- Annual Installments are calculated using a 5.375% interest rate on the Series 2021 PID Bonds plus the Additional Interest and Administrative Expenses.

APPENDIX H-2
**IMPROVEMENT AREA #1 ASSESSMENT ROLL – ADDITIONAL IMPROVEMENT
AREA #1 PROJECTS**

Appendix H-2
Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects

**Parcel
Equivalent Units
Assessment**

**All Parcels
824.33
\$7,745,000**

Year¹	Principal²	Interest²	Administrative Expenses³	Total Annual Installment⁴
9/30/24	\$61,000	\$455,019	\$60,000	\$576,019
9/30/25	\$64,000	\$451,435	\$61,200	\$576,635
9/30/26	\$67,000	\$447,675	\$62,424	\$577,099
9/30/27	\$71,000	\$443,739	\$63,672	\$578,411
9/30/28	\$75,000	\$439,568	\$64,946	\$579,513
9/30/29	\$78,000	\$435,161	\$66,245	\$579,406
9/30/30	\$83,000	\$430,579	\$67,570	\$581,148
9/30/31	\$87,000	\$425,703	\$68,921	\$581,624
9/30/32	\$129,000	\$420,591	\$25,000	\$574,591
9/30/33	\$141,000	\$413,013	\$25,013	\$579,025
9/30/34	\$154,000	\$404,729	\$25,025	\$583,754
9/30/35	\$168,000	\$395,681	\$25,038	\$588,719
9/30/36	\$182,000	\$385,811	\$25,050	\$592,861
9/30/37	\$197,000	\$375,119	\$25,063	\$597,181
9/30/38	\$213,000	\$363,545	\$25,075	\$601,620
9/30/39	\$230,000	\$351,031	\$25,088	\$606,119
9/30/40	\$249,000	\$337,519	\$25,100	\$611,619
9/30/41	\$268,000	\$322,890	\$25,113	\$616,003
9/30/42	\$288,000	\$307,145	\$25,125	\$620,270
9/30/43	\$310,000	\$290,225	\$25,138	\$625,363
9/30/44	\$333,000	\$272,013	\$25,150	\$630,163
9/30/45	\$358,000	\$252,449	\$25,163	\$635,612
9/30/46	\$384,000	\$231,416	\$25,176	\$640,592
9/30/47	\$411,000	\$208,856	\$25,188	\$645,044
9/30/48	\$440,000	\$184,710	\$25,201	\$649,911
9/30/49	\$471,000	\$158,860	\$25,213	\$655,073
9/30/50	\$504,000	\$131,189	\$25,226	\$660,415
9/30/51	\$539,000	\$101,579	\$25,239	\$665,817
9/30/52	\$575,000	\$69,913	\$25,251	\$670,164
9/30/53	\$615,000	\$36,131	\$25,264	\$676,395
Total	\$7,745,000	\$9,543,291	\$1,067,875	\$18,356,167

1 – The 9/30/XX dates represent the assessment year end for the Additional Improvement Area #1 Projects Reimbursement Agreement.

2- Represents the principal and interest due under the Additional Improvement Area #1 Projects Reimbursement Agreement. Interest is calculated using an interest rate of 5.875% per annum for years 1 to 5 and 5.875% per annum thereafter.

3- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year for years 2024 through 2031 and a 0.05% increase per year thereafter.

Appendix H-2
Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects Assessment
Roll by Lot Type

Lot Type
Assessment
Equivalent Unit

Lot Type 1 (60 Ft)
\$9,395
1.00

Year¹	Principal²	Interest²	Administrative Expenses³	Total Annual Installment⁴
9/30/24	\$74	\$552	\$73	\$699
9/30/25	\$78	\$548	\$74	\$700
9/30/26	\$81	\$543	\$76	\$700
9/30/27	\$86	\$538	\$77	\$702
9/30/28	\$91	\$533	\$79	\$703
9/30/29	\$95	\$528	\$80	\$703
9/30/30	\$101	\$522	\$82	\$705
9/30/31	\$106	\$516	\$84	\$706
9/30/32	\$156	\$510	\$30	\$697
9/30/33	\$171	\$501	\$30	\$702
9/30/34	\$187	\$491	\$30	\$708
9/30/35	\$204	\$480	\$30	\$714
9/30/36	\$221	\$468	\$30	\$719
9/30/37	\$239	\$455	\$30	\$724
9/30/38	\$258	\$441	\$30	\$730
9/30/39	\$279	\$426	\$30	\$735
9/30/40	\$302	\$409	\$30	\$742
9/30/41	\$325	\$392	\$30	\$747
9/30/42	\$349	\$373	\$30	\$752
9/30/43	\$376	\$352	\$30	\$759
9/30/44	\$404	\$330	\$31	\$764
9/30/45	\$434	\$306	\$31	\$771
9/30/46	\$466	\$281	\$31	\$777
9/30/47	\$499	\$253	\$31	\$783
9/30/48	\$534	\$224	\$31	\$788
9/30/49	\$571	\$193	\$31	\$795
9/30/50	\$611	\$159	\$31	\$801
9/30/51	\$654	\$123	\$31	\$808
9/30/52	\$698	\$85	\$31	\$813
9/30/53	\$746	\$44	\$31	\$821
Total	\$9,395	\$11,577	\$1,295	\$22,268

1 – The 9/30/XX dates represent the assessment year end for the Additional Improvement Area #1 Projects Reimbursement Agreement.

2- Represents the principal and interest due under the Additional Improvement Area #1 Projects Reimbursement Agreement. Interest is calculated using an interest rate of 5.875% per annum for years 1 to 5 and 5.875% per annum thereafter.

3- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year for years 2024 through 2031 and a 0.05% increase per year thereafter.

Appendix H-2
Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects Assessment
Roll by Lot Type

Lot Type
Assessment
Equivalent Unit

Lot Type 2 (50 Ft)
\$7,830
0.83

Year¹	Principal²	Interest²	Administrative Expenses³	Total Annual Installment⁴
9/30/24	\$62	\$460	\$61	\$582
9/30/25	\$65	\$456	\$62	\$583
9/30/26	\$68	\$453	\$63	\$583
9/30/27	\$72	\$449	\$64	\$585
9/30/28	\$76	\$444	\$66	\$586
9/30/29	\$79	\$440	\$67	\$586
9/30/30	\$84	\$435	\$68	\$587
9/30/31	\$88	\$430	\$70	\$588
9/30/32	\$130	\$425	\$25	\$581
9/30/33	\$143	\$418	\$25	\$585
9/30/34	\$156	\$409	\$25	\$590
9/30/35	\$170	\$400	\$25	\$595
9/30/36	\$184	\$390	\$25	\$599
9/30/37	\$199	\$379	\$25	\$604
9/30/38	\$215	\$368	\$25	\$608
9/30/39	\$233	\$355	\$25	\$613
9/30/40	\$252	\$341	\$25	\$618
9/30/41	\$271	\$326	\$25	\$623
9/30/42	\$291	\$310	\$25	\$627
9/30/43	\$313	\$293	\$25	\$632
9/30/44	\$337	\$275	\$25	\$637
9/30/45	\$362	\$255	\$25	\$643
9/30/46	\$388	\$234	\$25	\$648
9/30/47	\$415	\$211	\$25	\$652
9/30/48	\$445	\$187	\$25	\$657
9/30/49	\$476	\$161	\$25	\$662
9/30/50	\$510	\$133	\$26	\$668
9/30/51	\$545	\$103	\$26	\$673
9/30/52	\$581	\$71	\$26	\$677
9/30/53	\$622	\$37	\$26	\$684
Total	\$7,830	\$9,647	\$1,080	\$18,557

1 – The 9/30/XX dates represent the assessment year end for the Additional Improvement Area #1 Projects Reimbursement Agreement.

2- Represents the principal and interest due under the Additional Improvement Area #1 Projects Reimbursement Agreement. Interest is calculated using an interest rate of 5.875% per annum for years 1 to 5 and 5.875% per annum thereafter.

3- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year for years 2024 through 2031 and a 0.05% increase per year thereafter.

Appendix H-2
Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects Assessment
Roll by Lot Type

Lot Type
Assessment
Equivalent Unit

Lot Type 3 (40 Ft)
\$6,264
0.67

Year¹	Principal²	Interest²	Administrative Expenses³	Total Annual Installment⁴
9/30/24	\$49	\$368	\$49	\$466
9/30/25	\$52	\$365	\$49	\$466
9/30/26	\$54	\$362	\$50	\$467
9/30/27	\$57	\$359	\$51	\$468
9/30/28	\$61	\$355	\$53	\$469
9/30/29	\$63	\$352	\$54	\$469
9/30/30	\$67	\$348	\$55	\$470
9/30/31	\$70	\$344	\$56	\$470
9/30/32	\$104	\$340	\$20	\$465
9/30/33	\$114	\$334	\$20	\$468
9/30/34	\$125	\$327	\$20	\$472
9/30/35	\$136	\$320	\$20	\$476
9/30/36	\$147	\$312	\$20	\$479
9/30/37	\$159	\$303	\$20	\$483
9/30/38	\$172	\$294	\$20	\$487
9/30/39	\$186	\$284	\$20	\$490
9/30/40	\$201	\$273	\$20	\$495
9/30/41	\$217	\$261	\$20	\$498
9/30/42	\$233	\$248	\$20	\$502
9/30/43	\$251	\$235	\$20	\$506
9/30/44	\$269	\$220	\$20	\$510
9/30/45	\$290	\$204	\$20	\$514
9/30/46	\$311	\$187	\$20	\$518
9/30/47	\$332	\$169	\$20	\$522
9/30/48	\$356	\$149	\$20	\$526
9/30/49	\$381	\$128	\$20	\$530
9/30/50	\$408	\$106	\$20	\$534
9/30/51	\$436	\$82	\$20	\$538
9/30/52	\$465	\$57	\$20	\$542
9/30/53	\$497	\$29	\$20	\$547
Total	\$6,264	\$7,718	\$864	\$14,845

1 – The 9/30/XX dates represent the assessment year end for the Additional Improvement Area #1 Projects Reimbursement Agreement.

2- Represents the principal and interest due under the Additional Improvement Area #1 Projects Reimbursement Agreement. Interest is calculated using an interest rate of 5.875% per annum for years 1 to 5 and 5.875% per annum thereafter.

3- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year for years 2024 through 2031 and a 0.05% increase per year thereafter.

APPENDIX H-3
**COMBINED IMPROVEMENT AREA #1 PROJECTED ANNUAL INSTALLMENT
SCHEDULE**

Appendix H-3
Combined Improvement Area #1 Projected Annual Installment Schedule

Year ¹	Principal²	Interest²	Principal³	Interest³	Administrative Expenses^{2,3}	Additional Interest Reserve³	Debt Service Reserve Fund³	Capitalized Interest/ Available Credits³	Total Annual Installment
9/30/21	\$0	\$457,108	\$0	\$0	\$0	\$0	\$0	(\$457,108)	\$0
9/30/22	\$0	\$1,769,450	\$0	\$0	\$50,000	\$0	\$0	(\$1,819,450)	\$0
9/30/23	\$495,000	\$1,769,450	\$0	\$0	\$76,500	\$164,600	\$0	(\$1,032,134)	\$1,473,416
9/30/24	\$520,000	\$1,742,844	\$61,000	\$455,019	\$138,030	\$162,125	\$0	\$0	\$3,079,018
9/30/25	\$550,000	\$1,714,894	\$64,000	\$451,435	\$140,791	\$159,525	\$0	\$0	\$3,080,644
9/30/26	\$585,000	\$1,685,331	\$67,000	\$447,675	\$143,606	\$156,775	\$0	\$0	\$3,085,388
9/30/27	\$615,000	\$1,653,888	\$71,000	\$443,739	\$146,479	\$153,850	\$0	\$0	\$3,083,955
9/30/28	\$645,000	\$1,620,831	\$75,000	\$439,568	\$149,408	\$150,775	\$0	\$0	\$3,080,582
9/30/29	\$680,000	\$1,586,163	\$78,000	\$435,161	\$152,396	\$147,550	\$0	\$0	\$3,079,270
9/30/30	\$715,000	\$1,549,613	\$83,000	\$430,579	\$155,444	\$144,150	\$0	\$0	\$3,077,785
9/30/31	\$755,000	\$1,511,181	\$87,000	\$425,703	\$158,553	\$140,575	\$0	\$0	\$3,078,012
9/30/32	\$795,000	\$1,470,600	\$129,000	\$420,591	\$116,425	\$136,800	\$0	\$0	\$3,068,416
9/30/33	\$840,000	\$1,427,869	\$141,000	\$413,013	\$118,266	\$132,825	\$0	\$0	\$3,072,972
9/30/34	\$885,000	\$1,382,719	\$154,000	\$404,729	\$120,143	\$128,625	\$0	\$0	\$3,075,216
9/30/35	\$930,000	\$1,335,150	\$168,000	\$395,681	\$122,058	\$124,200	\$0	\$0	\$3,075,089
9/30/36	\$985,000	\$1,285,163	\$182,000	\$385,811	\$124,011	\$119,550	\$0	\$0	\$3,081,535
9/30/37	\$1,035,000	\$1,232,219	\$197,000	\$375,119	\$126,003	\$114,625	\$0	\$0	\$3,079,965
9/30/38	\$1,090,000	\$1,176,588	\$213,000	\$363,545	\$128,034	\$109,450	\$0	\$0	\$3,080,617
9/30/39	\$1,145,000	\$1,118,000	\$230,000	\$351,031	\$130,106	\$104,000	\$0	\$0	\$3,078,137
9/30/40	\$1,210,000	\$1,056,456	\$249,000	\$337,519	\$132,219	\$98,275	\$0	\$0	\$3,083,469
9/30/41	\$1,275,000	\$991,419	\$268,000	\$322,890	\$134,374	\$92,225	\$0	\$0	\$3,083,907
9/30/42	\$1,340,000	\$922,888	\$288,000	\$307,145	\$136,571	\$85,850	\$0	\$0	\$3,080,454
9/30/43	\$1,415,000	\$850,863	\$310,000	\$290,225	\$138,813	\$79,150	\$0	\$0	\$3,084,050
9/30/44	\$1,490,000	\$774,806	\$333,000	\$272,013	\$141,099	\$72,075	\$0	\$0	\$3,082,993
9/30/45	\$1,570,000	\$694,719	\$358,000	\$252,449	\$143,430	\$64,625	\$0	\$0	\$3,083,223
9/30/46	\$1,655,000	\$610,331	\$384,000	\$231,416	\$145,808	\$56,775	\$0	\$0	\$3,083,331
9/30/47	\$1,745,000	\$521,375	\$411,000	\$208,856	\$148,234	\$48,500	\$0	\$0	\$3,082,965
9/30/48	\$1,835,000	\$427,581	\$440,000	\$184,710	\$150,707	\$39,775	\$0	\$0	\$3,077,773
9/30/49	\$1,935,000	\$328,950	\$471,000	\$158,860	\$153,230	\$30,600	\$0	\$0	\$3,077,640
9/30/50	\$2,040,000	\$224,944	\$504,000	\$131,189	\$155,803	\$20,925	\$0	\$0	\$3,076,860
9/30/51	\$2,145,000	\$115,294	\$539,000	\$101,579	\$158,427	\$10,725	(\$2,268,179)	\$0	\$801,845
9/30/52	\$0	\$0	\$575,000	\$69,913	\$25,251	\$0	\$0	\$0	\$670,164
9/30/53	\$0	\$0	\$615,000	\$36,131	\$25,264	\$0	\$0	\$0	\$676,395
Total	\$32,920,000	\$35,008,683	\$7,745,000	\$9,543,291	\$4,085,481	\$3,049,500	(\$2,268,179)	(\$3,308,692)	\$86,775,084

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds and/or reimbursement agreement.

2 – See Appendix H-1.

3 – See Appendix H-2.

APPENDIX I
**FUTURE IMPROVEMENT AREA ASSESSMENT ROLL – FUTURE IMPROVEMENT
AREA PROJECTS**

Appendix I

Future Improvement Area Assessment Roll – Future Improvement Area Projects

Parcel
Equivalent Units
Assessment

All Parcels
876.83
\$7,000,000

Year ¹	Principal	Interest	Administrative Expenses ²	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment ³
9/30/24	\$0	\$245,000	\$0	\$0	\$0	(\$245,000)	\$0
9/30/25	\$0	\$490,000	\$0	\$0	\$0	(\$490,000)	\$0
9/30/26	\$76,000	\$490,000	\$61,200	\$35,000	\$0	\$0	\$662,200
9/30/27	\$82,000	\$484,680	\$62,424	\$34,620	\$0	\$0	\$663,724
9/30/28	\$88,000	\$478,940	\$63,672	\$34,210	\$0	\$0	\$664,822
9/30/29	\$94,000	\$472,780	\$64,946	\$33,770	\$0	\$0	\$665,496
9/30/30	\$101,000	\$466,200	\$66,245	\$33,300	\$0	\$0	\$666,745
9/30/31	\$108,000	\$459,130	\$67,570	\$32,795	\$0	\$0	\$667,495
9/30/32	\$124,000	\$451,570	\$55,000	\$32,255	\$0	\$0	\$662,825
9/30/33	\$133,000	\$442,890	\$55,028	\$31,635	\$0	\$0	\$662,553
9/30/34	\$143,000	\$433,580	\$55,055	\$30,970	\$0	\$0	\$662,605
9/30/35	\$154,000	\$423,570	\$55,083	\$30,255	\$0	\$0	\$662,908
9/30/36	\$165,000	\$412,790	\$55,110	\$29,485	\$0	\$0	\$662,385
9/30/37	\$178,000	\$401,240	\$55,138	\$28,660	\$0	\$0	\$663,038
9/30/38	\$191,000	\$388,780	\$55,165	\$27,770	\$0	\$0	\$662,715
9/30/39	\$205,000	\$375,410	\$55,193	\$26,815	\$0	\$0	\$662,418
9/30/40	\$221,000	\$361,060	\$55,220	\$25,790	\$0	\$0	\$663,070
9/30/41	\$237,000	\$345,590	\$55,248	\$24,685	\$0	\$0	\$662,523
9/30/42	\$255,000	\$329,000	\$55,276	\$23,500	\$0	\$0	\$662,776
9/30/43	\$274,000	\$311,150	\$55,303	\$22,225	\$0	\$0	\$662,678
9/30/44	\$295,000	\$291,970	\$55,331	\$20,855	\$0	\$0	\$663,156
9/30/45	\$317,000	\$271,320	\$55,359	\$19,380	\$0	\$0	\$663,059
9/30/46	\$341,000	\$249,130	\$55,386	\$17,795	\$0	\$0	\$663,311
9/30/47	\$366,000	\$225,260	\$55,414	\$16,090	\$0	\$0	\$662,764
9/30/48	\$394,000	\$199,640	\$55,442	\$14,260	\$0	\$0	\$663,342
9/30/49	\$423,000	\$172,060	\$55,469	\$12,290	\$0	\$0	\$662,819
9/30/50	\$455,000	\$142,450	\$55,497	\$10,175	\$0	\$0	\$663,122
9/30/51	\$489,000	\$110,600	\$55,525	\$7,900	\$0	\$0	\$663,025
9/30/52	\$526,000	\$76,370	\$55,553	\$5,455	\$0	\$0	\$663,378
9/30/53	\$565,000	\$39,550	\$55,580	\$2,825	(\$604,550)	\$0	\$58,405
Total	\$7,000,000	\$10,041,710	\$1,602,431	\$664,765	(\$604,550)	(\$735,000)	\$17,969,356

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.

2- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year for years 2024 through 2031 and a 0.05% increase per year thereafter.

3- Annual Installments are calculated using an estimated interest rate of 7.00% on the Series 2024 PID Bonds plus the Additional Interest and Administrative Expenses.

Appendix I
Assessment Roll by Lot Type

Lot Type
Assessment
Equivalent Unit

Lot Type 1 (60 Ft)
\$7,983
1.00

Year¹	Principal²	Interest²	Administrative Expenses³	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment⁴
9/30/24	\$0	\$279	\$0	\$0	\$0	(\$279)	\$0
9/30/25	\$0	\$559	\$0	\$0	\$0	(\$559)	\$0
9/30/26	\$87	\$559	\$70	\$40	\$0	\$0	\$755
9/30/27	\$94	\$553	\$71	\$39	\$0	\$0	\$757
9/30/28	\$100	\$546	\$73	\$39	\$0	\$0	\$758
9/30/29	\$107	\$539	\$74	\$39	\$0	\$0	\$759
9/30/30	\$115	\$532	\$76	\$38	\$0	\$0	\$760
9/30/31	\$123	\$524	\$77	\$37	\$0	\$0	\$761
9/30/32	\$141	\$515	\$63	\$37	\$0	\$0	\$756
9/30/33	\$152	\$505	\$63	\$36	\$0	\$0	\$756
9/30/34	\$163	\$494	\$63	\$35	\$0	\$0	\$756
9/30/35	\$176	\$483	\$63	\$35	\$0	\$0	\$756
9/30/36	\$188	\$471	\$63	\$34	\$0	\$0	\$755
9/30/37	\$203	\$458	\$63	\$33	\$0	\$0	\$756
9/30/38	\$218	\$443	\$63	\$32	\$0	\$0	\$756
9/30/39	\$234	\$428	\$63	\$31	\$0	\$0	\$755
9/30/40	\$252	\$412	\$63	\$29	\$0	\$0	\$756
9/30/41	\$270	\$394	\$63	\$28	\$0	\$0	\$756
9/30/42	\$291	\$375	\$63	\$27	\$0	\$0	\$756
9/30/43	\$312	\$355	\$63	\$25	\$0	\$0	\$756
9/30/44	\$336	\$333	\$63	\$24	\$0	\$0	\$756
9/30/45	\$362	\$309	\$63	\$22	\$0	\$0	\$756
9/30/46	\$389	\$284	\$63	\$20	\$0	\$0	\$756
9/30/47	\$417	\$257	\$63	\$18	\$0	\$0	\$756
9/30/48	\$449	\$228	\$63	\$16	\$0	\$0	\$757
9/30/49	\$482	\$196	\$63	\$14	\$0	\$0	\$756
9/30/50	\$519	\$162	\$63	\$12	\$0	\$0	\$756
9/30/51	\$558	\$126	\$63	\$9	\$0	\$0	\$756
9/30/52	\$600	\$87	\$63	\$6	\$0	\$0	\$757
9/30/53	\$644	\$45	\$63	\$3	(\$689)	\$0	\$67
Total	\$7,983	\$11,452	\$1,828	\$758	(\$689)	(\$838)	\$20,493

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.

2- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year for years 2024 through 2031 and a 0.05% increase per year thereafter.

3- Annual Installments are calculated using an estimated interest rate of 7.00% on the Series 2024 PID Bonds plus the Additional Interest and Administrative Expenses.

Appendix I
Assessment Roll by Lot Type

Lot Type
Assessment
Equivalent Unit

Lot Type 2 (50 Ft)
\$6,653
0.83

Year ¹	Principal ²	Interest ²	Administrative Expenses ³	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment ⁴
9/30/24	\$0	\$233	\$0	\$0	\$0	(\$233)	\$0
9/30/25	\$0	\$466	\$0	\$0	\$0	(\$466)	\$0
9/30/26	\$72	\$466	\$58	\$33	\$0	\$0	\$629
9/30/27	\$78	\$461	\$59	\$33	\$0	\$0	\$631
9/30/28	\$84	\$455	\$61	\$33	\$0	\$0	\$632
9/30/29	\$89	\$449	\$62	\$32	\$0	\$0	\$632
9/30/30	\$96	\$443	\$63	\$32	\$0	\$0	\$634
9/30/31	\$103	\$436	\$64	\$31	\$0	\$0	\$634
9/30/32	\$118	\$429	\$52	\$31	\$0	\$0	\$630
9/30/33	\$126	\$421	\$52	\$30	\$0	\$0	\$630
9/30/34	\$136	\$412	\$52	\$29	\$0	\$0	\$630
9/30/35	\$146	\$403	\$52	\$29	\$0	\$0	\$630
9/30/36	\$157	\$392	\$52	\$28	\$0	\$0	\$630
9/30/37	\$169	\$381	\$52	\$27	\$0	\$0	\$630
9/30/38	\$182	\$369	\$52	\$26	\$0	\$0	\$630
9/30/39	\$195	\$357	\$52	\$25	\$0	\$0	\$630
9/30/40	\$210	\$343	\$52	\$25	\$0	\$0	\$630
9/30/41	\$225	\$328	\$53	\$23	\$0	\$0	\$630
9/30/42	\$242	\$313	\$53	\$22	\$0	\$0	\$630
9/30/43	\$260	\$296	\$53	\$21	\$0	\$0	\$630
9/30/44	\$280	\$277	\$53	\$20	\$0	\$0	\$630
9/30/45	\$301	\$258	\$53	\$18	\$0	\$0	\$630
9/30/46	\$324	\$237	\$53	\$17	\$0	\$0	\$630
9/30/47	\$348	\$214	\$53	\$15	\$0	\$0	\$630
9/30/48	\$374	\$190	\$53	\$14	\$0	\$0	\$630
9/30/49	\$402	\$164	\$53	\$12	\$0	\$0	\$630
9/30/50	\$432	\$135	\$53	\$10	\$0	\$0	\$630
9/30/51	\$465	\$105	\$53	\$8	\$0	\$0	\$630
9/30/52	\$500	\$73	\$53	\$5	\$0	\$0	\$630
9/30/53	\$537	\$38	\$53	\$3	(\$575)	\$0	\$56
Total	\$6,653	\$9,544	\$1,523	\$632	(\$575)	(\$699)	\$17,078

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.

2- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year for years 2024 through 2031 and a 0.05% increase per year thereafter.

3- Annual Installments are calculated using an estimated interest rate of 7.00% on the Series 2024 PID Bonds plus the Additional Interest and Administrative Expenses.

Appendix I
Assessment Roll by Lot Type

Lot Type
Assessment
Equivalent Unit

Lot Type 3 (40 Ft)
\$5,322
0.67

Year¹	Principal²	Interest²	Administrative Expenses³	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment⁴
9/30/24	\$0	\$186	\$0	\$0	\$0	(\$186)	\$0
9/30/25	\$0	\$373	\$0	\$0	\$0	(\$373)	\$0
9/30/26	\$58	\$373	\$47	\$27	\$0	\$0	\$503
9/30/27	\$62	\$369	\$47	\$26	\$0	\$0	\$505
9/30/28	\$67	\$364	\$48	\$26	\$0	\$0	\$505
9/30/29	\$71	\$359	\$49	\$26	\$0	\$0	\$506
9/30/30	\$77	\$354	\$50	\$25	\$0	\$0	\$507
9/30/31	\$82	\$349	\$51	\$25	\$0	\$0	\$508
9/30/32	\$94	\$343	\$42	\$25	\$0	\$0	\$504
9/30/33	\$101	\$337	\$42	\$24	\$0	\$0	\$504
9/30/34	\$109	\$330	\$42	\$24	\$0	\$0	\$504
9/30/35	\$117	\$322	\$42	\$23	\$0	\$0	\$504
9/30/36	\$125	\$314	\$42	\$22	\$0	\$0	\$504
9/30/37	\$135	\$305	\$42	\$22	\$0	\$0	\$504
9/30/38	\$145	\$296	\$42	\$21	\$0	\$0	\$504
9/30/39	\$156	\$285	\$42	\$20	\$0	\$0	\$504
9/30/40	\$168	\$275	\$42	\$20	\$0	\$0	\$504
9/30/41	\$180	\$263	\$42	\$19	\$0	\$0	\$504
9/30/42	\$194	\$250	\$42	\$18	\$0	\$0	\$504
9/30/43	\$208	\$237	\$42	\$17	\$0	\$0	\$504
9/30/44	\$224	\$222	\$42	\$16	\$0	\$0	\$504
9/30/45	\$241	\$206	\$42	\$15	\$0	\$0	\$504
9/30/46	\$259	\$189	\$42	\$14	\$0	\$0	\$504
9/30/47	\$278	\$171	\$42	\$12	\$0	\$0	\$504
9/30/48	\$300	\$152	\$42	\$11	\$0	\$0	\$504
9/30/49	\$322	\$131	\$42	\$9	\$0	\$0	\$504
9/30/50	\$346	\$108	\$42	\$8	\$0	\$0	\$504
9/30/51	\$372	\$84	\$42	\$6	\$0	\$0	\$504
9/30/52	\$400	\$58	\$42	\$4	\$0	\$0	\$504
9/30/53	\$430	\$30	\$42	\$2	(\$460)	\$0	\$44
Total	\$5,322	\$7,635	\$1,218	\$505	(\$460)	(\$559)	\$13,662

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.

2- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year for years 2024 through 2031 and a 0.05% increase per year thereafter.

3- Annual Installments are calculated using an estimated interest rate of 7.00% on the Series 2024 PID Bonds plus the Additional Interest and Administrative Expenses.

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

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the Town Council of Little Elm, Texas on *June 18, 2024 at or after 6:00 p.m. at Little Elm Town Hall, 100 W. Eldorado Parkway, Little Elm, Texas 75068*. The public hearing will be held to consider proposed assessments to be levied against the assessable property within the Future Improvement Area of the Spiritas Ranch Public Improvement District (the “District”) pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the “Act”).

The general nature of the proposed public improvements (collectively, the “Future Improvement Area Projects”) may include: (i) roadway improvements, water improvements, sanitary sewer improvements, storm drainage improvements, right-of-way, and other soft and miscellaneous costs, and (ii) administrative costs and costs related to the establishment of the District. These Future Improvement Area Projects shall promote the interests of the Town and confer a special benefit upon the Property.

The total costs of the Future Improvement Area Projects is approximately \$7,156,971.

The District includes approximately 545 acres of land generally located *south of U.S. HWY 380 and east of FM 720, and west of Lewisville Lake*, located within the Town and as more particularly described by a metes and bounds description available at Little Elm Town Hall and available for public inspection.

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

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



Date: 05/21/2024
Agenda Item #: 4. A.
Department: Development Services
Strategic Goal: Promote and expand Little Elm's identity
Staff Contact: Olga Chernomorets, Planning Manager

AGENDA ITEM:

Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1757 Regarding a Request to Rezone Approximately 107.767 Acres of Land, Currently Zoned as Planned Development, Based on Community Facility Standards, Through Ordinance No. 1583, Generally Located on the Southeast Corner of The Intersection of U.S. Highway 380 and Navo Road, within Little Elm's Town Limits, in Order to Amend the Site Plan Within the Planned Development District to Allow for a Multi-Use Facility with Modified Standards.**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

Take Action on Ordinance No. 1757:

DESCRIPTION:

Location.

Generally located on the southeast corner of the intersection of U.S. Highway 380 and Navo Road, within Little Elm's town limits.

Background.

The subject property consists of one lot totaling approximately 107 acres. This land was annexed into the Town in 2006 and 2007, through Ordinances No. 809 and 862, respectively. The subject property is currently zoned Planned Development (PD), with a Community Facilities (CF) base, through Ordinance No. 1583. The property is located within the Town's U.S. 380 Overlay District.

The original development plans for Braswell High School were agreed upon in a Development Agreement between the Town of Little Elm and Denton ISD. These plans included the High School, a 1,000-seat athletic stadium along with other athletic fields, and a parking lot. In 2020 the Development Agreement was amended and a Planned Development District zoning was established in order to allow for an expansion of the High School and for an expansion of the Athletic Stadium.

The property is bound by US 380 to the north, Navo Rd to the west, residential subdivision and Bell Elementary School to the south, and undeveloped Light Industrial land to the east. The Union Park Light Commercial area is to the north, across Highway 380. The Town Limits are on the western and southern boundary with the Town's ETJ.

The original concept site plan, in both the original and amended Development Agreements, as well as Planned Development did not depict a multi-use indoor practice facility or the associated site improvement needed to support such construction. Therefore, in order to provide such site improvements, the existing PD and DA would need to be amended.

Proposal.

The applicant is proposing to amend the PD and DA by providing a new concept site plan, allowing for a multi-use athletic facility, new storage building, as well as the other site improvements. The applicant's proposal includes modified façade standards for the practice facility.

Uses.

The primary purpose of the site plan revision is to add the multi-use building which will allow for indoor athletic and fine arts practices. The building will still function in the same capacity of the existing athletic fields but also provide additional practice opportunities with protection from the outside elements.

Zoning and Design Standards.

This site plan amendment will also amend the façade standards for the multi-use building in order to match the existing buildings on the property. The materials on site consist of primarily masonry facades with metal accents. Both the original High School and the later High School and Stadium expansions maintain a uniform façade style to provide a cohesive campus look. The type of construction for the proposed multi-use building does not allow for a similar percentage of brick as the stadium and school buildings due to structural and weight limitations. As a result of these restrictions, this building has more metal than the existing structures on site. However, unlike the stadium and main school building, the multi-use building will not be as prominent from either Highway 380 or Paloma Creek Boulevard, as it is set further back on the site, behind the stadium. The applicant is proposing to increase the masonry on the north facade, that would be the most visible from US 380, to provide 55% brick. The small new storage building is proposed as primarily brick.

Landscaping Standards.

There are no impacts to the existing landscaping and proposed alterations to the landscape plan from the original PD.

Parking.

The applicant is not proposing any parking with these additions. These buildings only replace or compliment uses already on the property and do not add any additional capacity to the enrollment of the school, nor the likely number of visitors for extra-curricular events.

Subdivision.

The replat of this site will still have to meet all subdivision ordinances, approval of this concept plan does not approve the layout of public facilities, easements, exact lot lines, or any other aspect of subdivision plat review.

Signage.

The applicant is not requesting any sign variances for the new buildings. One “sign” is proposed that consists of the school’s Bengal mascot, it measures less than 200 square feet which is permitted under the Sign Ordinance.

Fire and Engineering.

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

Comprehensive Plan.

This concept plan amendment aligns with the comprehensive plan for the area, which has a primary goal of creating a strong commercial corridor along Highway 380.

Recommendation to P&Z.

The U.S. 380 Overlay District (380-OD) is identified in the 2017 Comprehensive Plan as the Town's major commercial hub for employment, and provides enhanced regulations to stimulate high-quality employment opportunities in this area. The intent of this district is to promote the economic development of the area, promoting a job base for the residents of Little Elm, and to regulate the character of growth along the 380 Corridor.

The development character of large-scale buildings is important along this corridor, especially given the future development across this district. Based on the previously approved PD concept plan, the property in its entirety was envisioned as a large unified development, with a cohesive feel, with a professional and institutional presence, as seen in the layout and design of the site and buildings. Staff believes the addition of the multi-use athletic facility and other site improvements in the rear of the property maintain cohesiveness with the existing structures and buildings on site, and would not adversely impact the overall school complex or the surrounding area.

Staff recommended the Planning and Zoning Commission review the request based on the impact and suitability of the proposed changes within the context of the existing area and whether the revised concept plan meets the overall vision for the Town, as well as the U.S. 380 Overlay District.

Commission Findings.

At their regular meeting on April 4, 2024, the Planning and Zoning Commission discussed the design and materials of the proposed structure. The Commission also discussed parking requirements, other potential uses, safety requirements, hours operation, noise level, and whether the structure is to be air-conditioned. The Planning and Zoning Commission unanimously (7-0) recommended approval of the request as presented.

BUDGET IMPACT:

This item has no budget impact.

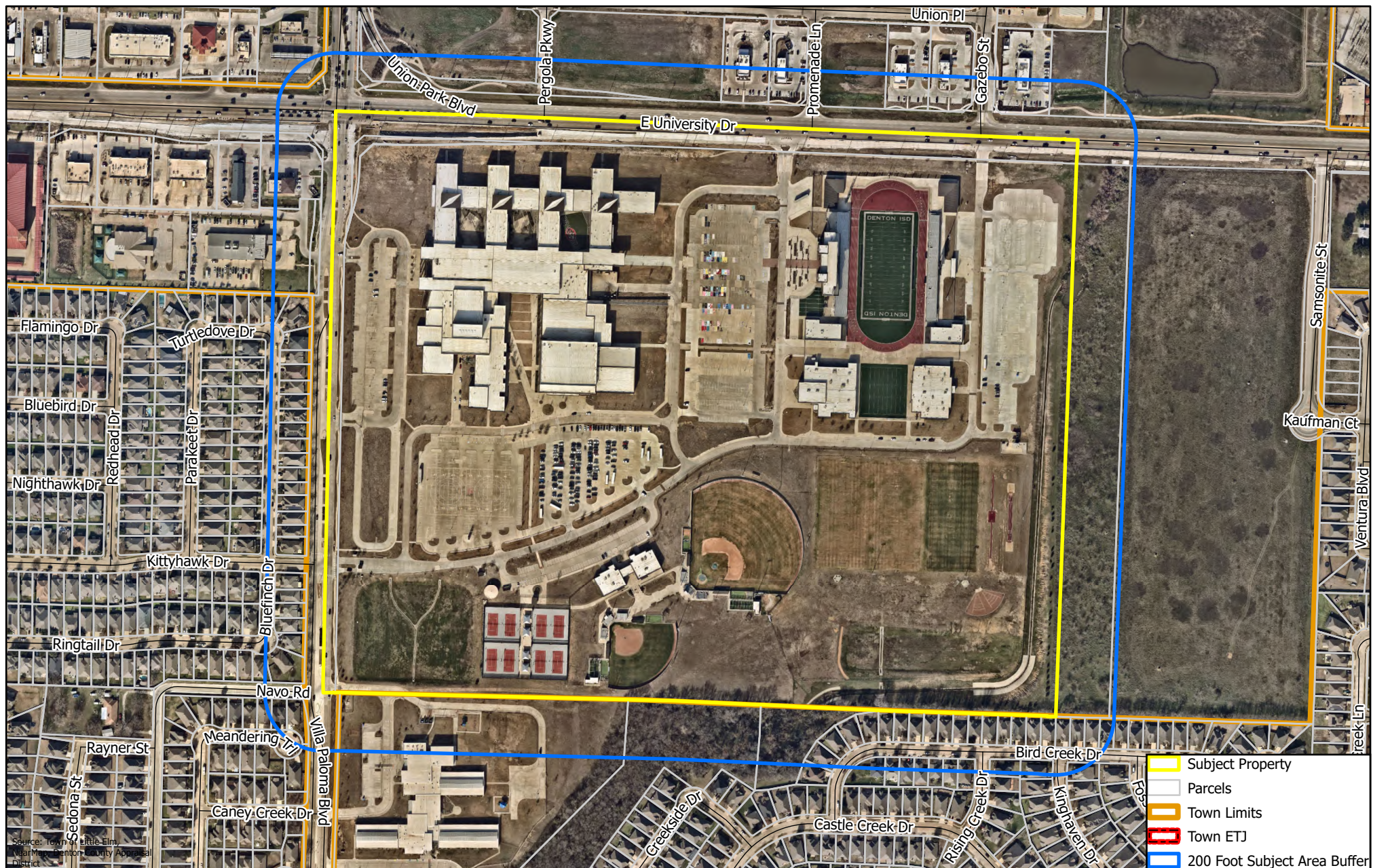
RECOMMENDED ACTION:

Planning and Zoning Commission recommends approval of the request as presented.

Attachments

Location Map

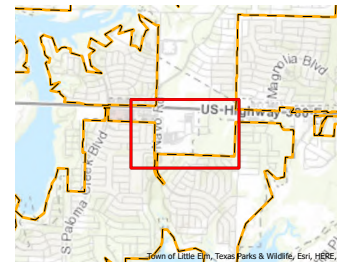
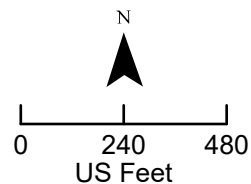
Ordinance No. 1757



Braswell High School Multi-use Facility Addition Little Elm, TX 75068

**Town of Little Elm
Denton County, Tx**

Date: 3/12/2024



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

**TOWN OF LITTLE ELM
ORDINANCE NO. 1757**

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING EXISTING PLANNED DEVELOPMENT – COMMUNITY FACILITY, THROUGH ORDINANCE NO. 1583, AMENDING THE SITE PLAN TO ALLOW FOR A MULTI-USE ATHLETIC FACILITY WITH MODIFIED STANDARDS AND ADDITIONAL SITE IMPROVEMENTS FOR BRASWELL HIGH SCHOOL ON APPROXIMATELY 107.767 ACRES, GENERALLY LOCATED AT THE SOUTHEAST CORNER OF US 380 AND NAVO ROAD; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, a request for an amendment to existing Planned Development – Community Facility district through Ordinance No. 1583, amending the site plan to allow for a multi-use athletic facility with modified standards and additional site improvements for Braswell High School, more specifically described in the exhibits, attached hereto; and

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

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

WHEREAS, at its regular meeting held on April 4, 2024 the Planning & Zoning Commission considered and made recommendations on a request to amend the subject Planned Development, (Case No. PD-23-004847); and

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

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

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

SECTION 2. ZONING AMENDMENT That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by amending existing Planned Development – Community Facility district through Ordinance No. 1583, in order to amend the site plan to allow for a multi-use athletic facility with modified standards and additional site improvements on 107.767 acres of land, within Little Elm Town limits, more particularly described as **Exhibit A**, and attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

SECTION 3. CONDITIONS AND REGULATIONS. The permitted uses and standards for the DISD School property shall be in accordance with Planned Development Community Facility District through Ordinance No. 1583 and all applicable provisions of Chapter 106 – Zoning Ordinance in general, with the exception of the following requirements, which are otherwise captured within the development plans, as depicted within **Exhibit B** attached hereto:

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

SECTION 4. PLANNED DEVELOPMENT MASTER PLAN. The Concept Plan Exhibit and related plans, images, and documents approved and described as **Exhibit B** attached hereto and made a part hereof are approved in addition to those existing within Planned Development Ordinances No. 1583. The subject property shall be improved in accordance with the plans set forth in **Exhibit B** and subject to the following conditions.

- a) If, after two years from the date of approval of the Planned Development Master Plan, no substantial development progress has been made within the PD, then the Planned Development Master Plan shall expire. If the Planned Development Master Plan expires, a new Planned Development Master Plan must be submitted and approved according to the procedures within the Zoning Ordinance, Planned Development Districts. An extension of the two-year expiration shall be granted if a development application for the PD has been submitted and is undergoing the development review process or if the Director of Development Services determines development progress is occurring.
- b) The Planned Development Master Plan shall control the use and development of the property, and all building permits and development requests shall be in accordance with the plan until it is amended by the City Council.
- c) If a change to the Concept Plan, if any, is requested, the request shall be processed in accordance with the development standards in effect at the time the change is requested for the proposed development.

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

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

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

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 21st day of May, 2024.

Town of Little Elm, Texas

Curtis Cornelious, Mayor

ATTEST:

Caitlan Biggs, Town Secretary

EXHIBIT A

Property Description

BEGINNING for the Southwest corner of the tract being described herein at to a 1 /2 Inch Iron rod found with a yellow plastic cap stamped "COLEMAN RPLS 4001" found at the Southwest corner of the said 42.191 acre tract on the East side of Navo Road;

THENCE North 01 Degrees 49 Minutes 10 Seconds East along the East side of Navo Road with the West line of the said 42.191 acre tract passing at a distance of 30.00 feet a j inch iron rod found at the Westerly Northwest corner thereof and the Southwest corner of the said 66.729 acre tract and continuing with the West line thereof along the same course, In all, a total distance of 1,850.83 feet to a 1 /2 inch iron rod with a yellow plastic cop stomped "COLEMAN RPLS 4001" found for the beginning of a flare in the South right-of-way line of U. S. Highway 380 from which a 1 /2 Inch iron rod found bears North 03 Degrees 20 Minutes 27 Seconds a distance of 7.6 feet;

THENCE North 46 Degrees 00 Minutes 49 Seconds East along the said flare a distance of 108.15 feet to o brass right-of-way monument found at the Northwest corner thereof In the flare in the South right-of-way line of U. S. Highway 380;

THENCE South 87 Degrees 44 ½ Minutes 07 Seconds East with the said South right-of-way line and the North line of the 66.729 acre tract passing at a distance of 1,699.26 feet the Northeast corner thereof in a hackberry tree and also being the Northwest corner of the 42.191 acre tract from which a 1/2 inch iron rod with a yellow plastic cop stamped "COLEMAN RPLS 4001" found for reference bears South 00 Degrees 06 Minutes 09 West o distance of 1 a.a feet and continuing along the same course with the North line of the 42.191 acre tract, in all, a total distance of 2,403.03 feet to a 1/2 inch Iron rod with a yellow plastic cop stamped "COLEMAN RPLS 4001" found at the Northeast corner thereof;

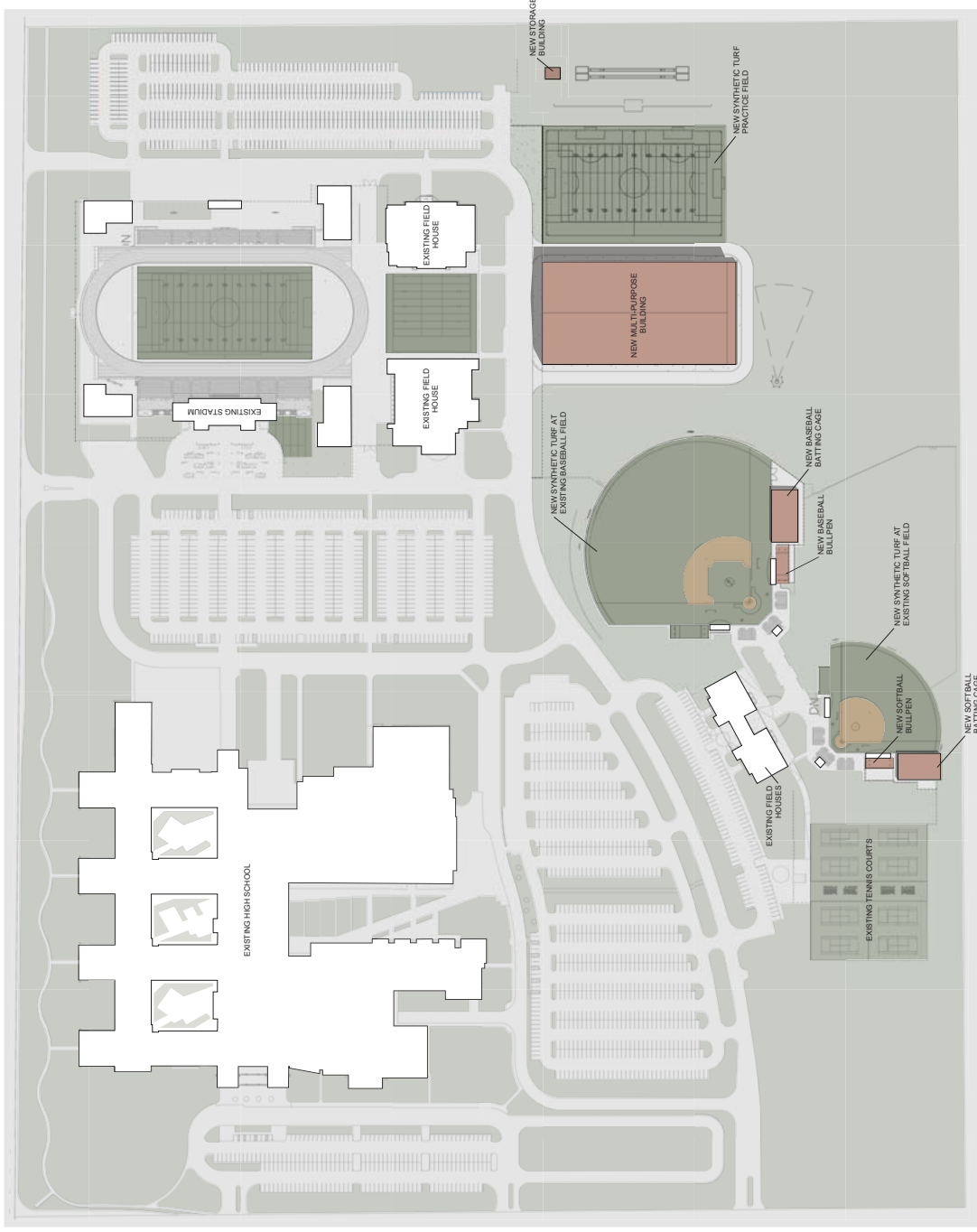
Thence South O 1 Degrees 24 Minutes 19 West with the East line of the 42. 191 acre tract a distance of 1,891.74 feet to a 1/2 Inch iron rod with o yellow plastic cap stamped "COLEMAN RPLS 4001" found at the base of a fence post at the Southeast corm,r thereof in a barbed wire fence and also being in the North lfne of the called 159.024 acre tract described in the deed from Till A. Petrocchi to Denton 380 Associates, L.P. recorded In Volume 5006, Page 1428 of the said Real Property Records;

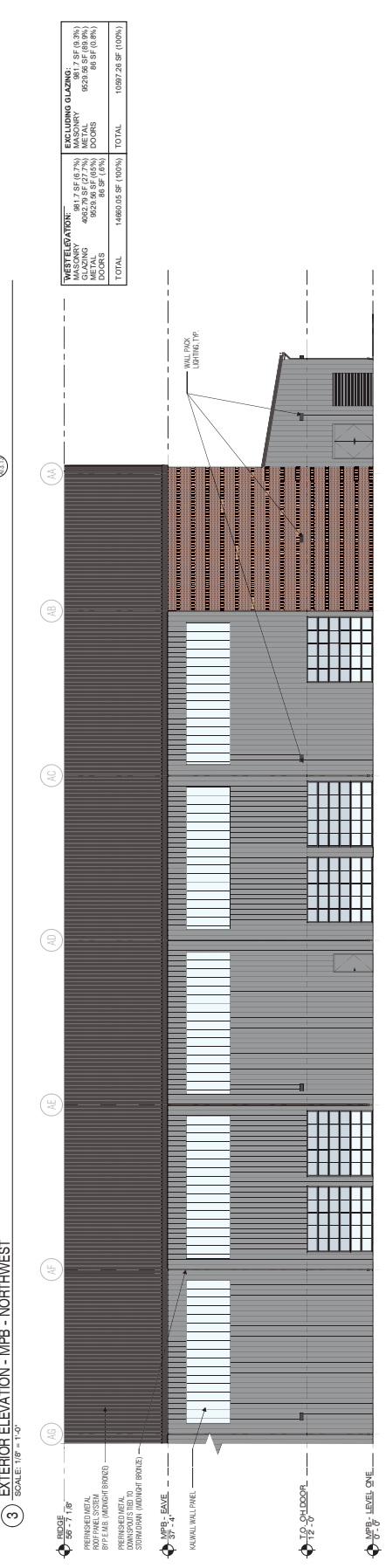
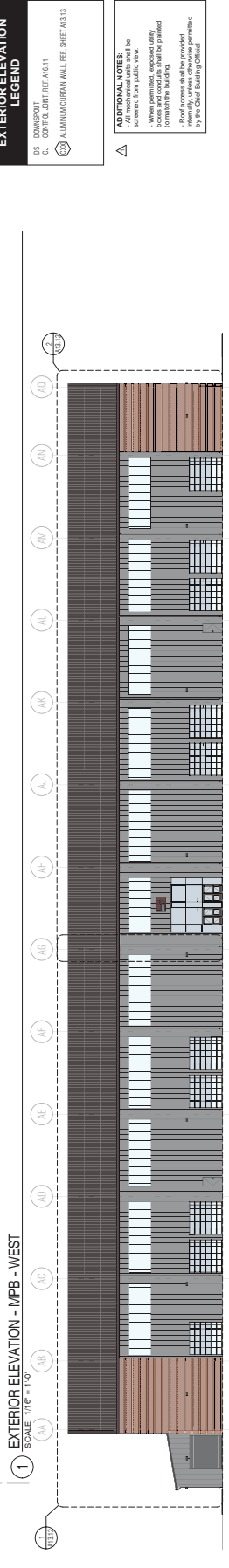
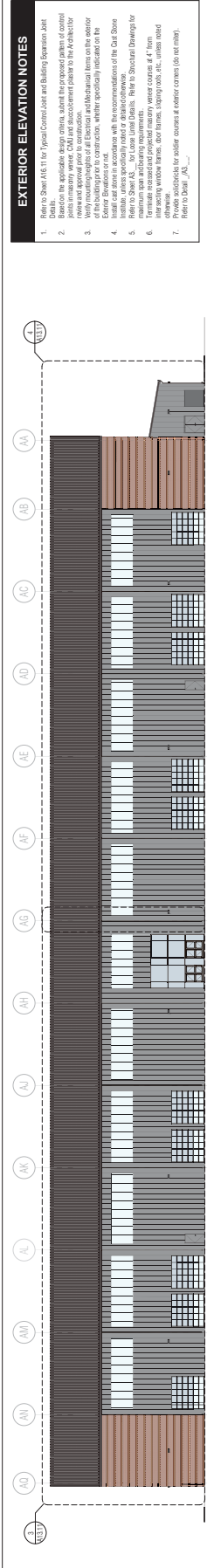
THENCE North 88 Degrees 35 Minutes 41 Seconds West along the sold barbed wire fence with the North line of the said 159.024 acre tract and the South line of the 42.191 acre tract passing at o distance of 1,031.66 feet. 3.8 feet North of a 5/8 inch iron rod found at the Northwest corner of Paloma Creek South, Phase 582 as shown by the plat thereof recorded in Cabinet Y, Page 509 of the Plat Records of Denton County, Texas and also being the Northeast corner of Paloma Creek South, Phase 5A as shown by the plot thereof recorded in Cabinet W, Page 823 of the said Plat Records; and further passing at a distance of 1,485.43, 1.0 feet North of a 5/8 inch Iron rod with a plastic cap stomped "4087" found at the Northwest corner of the said Phase 5A and the Northeast corner of the called 15.803 acre tract described In the deed from Denton 380 Associates, LP to Denton Independent School District recorded In Document Number 2012-117318 of the said Real Properly Records; and further passing at o distance of 2,452.2 feet, 4.9 feet South of a 5/8 1nch iron rod with o plastic cap stamped "4087" found at the Northwest corner of the said 15.803 acre tract and continuing along the some course with the South line of the 42.191 acre tract, In all, a total distance of 2,492.09 feet to the PLACE OF BEGINNING and enclosing 108.920 acres of land, more or less.

Exhibit B
Development Plans, Images, and Documents

BRASWELL HIGH SCHOOL ATHLETIC ADDITIONS

OVERALL SITE PLAN





WEST ELEVATION:		EXCLUDING GLAZING:	
GLAZING	9529.95 SF (85%)	GLAZING	9529.95 SF (85%)
METAL	4002.79 SF (37%)	METAL	9529.95 SF (85%)
DOORS	98.98 SF (6%)	DOORS	98.98 SF (6%)
TOTAL	14631.72 SF (100%)	TOTAL	10518.93 SF (100%)

- EXTERIOR ELEVATION NOTES**
- Refer to Sheet A13.11 for Typical Curtain Wall and Building Separation Joint Details.
 - Base on the applicable design criteria, adjust the proposed plan of control panel to meet the applicable design criteria, and submit for review and approval prior to construction.
 - Verify mounting heights of all Electrical and Mechanical items on the exterior facade in accordance with applicable codes, and submit for review and approval prior to construction.
 - Refer to Sheet A13.11 for Typical Curtain Wall and Building Separation Joint Details.
 - Refer to Sheet A13.11 for Typical Curtain Wall and Building Separation Joint Details.
 - Refer to Sheet A13.11 for Typical Curtain Wall and Building Separation Joint Details.
 - Refer to Sheet A13.11 for Typical Curtain Wall and Building Separation Joint Details.

- EXTERIOR ELEVATION LEGEND**
- DS DOWNSPOUT
 - AL ALUMINUM CURTAIN WALL, REF. SHEET A13.11

- ADDITIONAL NOTES**
- When permitted, exposed utility lines shall be screened from public view.
 - When permitted, exposed utility lines shall be screened from public view.
 - When permitted, exposed utility lines shall be screened from public view.

ISSUED: 10/24/2023

REVISIONS	
1	Revised

Drawn By: JSA
Designed By: JSA
Reviewed By: JSA
Checked By: JSA

PROJECT NO:
23-047.00

SHEET TITLE:
EXTERIOR ELEVATIONS

SHEET NO:
A13.11

- EXTERIOR ELEVATION NOTES**
- Refer to Sheet A13.11 for typical Cornice Joint and Building Elevation Joint Details.
 - Based on the applicable design criteria, adjust the proposed pattern of control joints to meet the applicable design criteria. Refer to the AIA 1000 for more information on control joints.
 - Verify mounting heights of all Electrical and Mechanical items on the exterior elevation and adjust as needed.
 - Exterior Elevation of roof.
 - Exterior Elevation of roof.
 - Refer to Sheet A13.11 for Load Limit Details. Refer to Structural Drawings for details on roof structure and roof system.
 - Refer to Sheet A13.11 for Load Limit Details. Refer to Structural Drawings for details on roof structure and roof system.
 - Provide build in brick for exterior corners at exterior corners (do not miss).
 - Refer to Sheet A13.11.

- EXTERIOR ELEVATION LEGEND**
- DS DOWNSPOUT
 - AL ALUMINUM CURTAIN WALL, REF. SHEET A13.13

- ADDITIONAL NOTES**
- When permitted, exposed utility lines shall be screened from public view.
 - When permitted, exposed utility lines shall be screened from public view.
 - Roof scores shall be provided in every 10' or 15'.
 - Roof scores shall be provided in every 10' or 15'.

ISSUED: 10/24/2023

REVISIONS	
1	Revised

1	Revised	02/06/2024
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Director	Drawn By
JSA	VLK
Designer	Quality Control
RTM	VLK
Checker	RTM
CNA	CNA

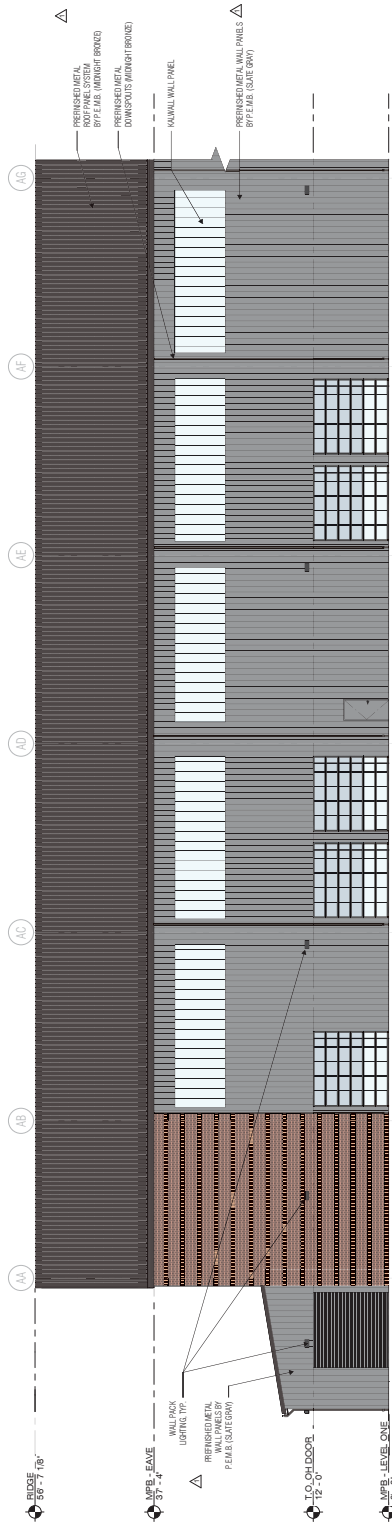
PROJECT NO.	23-047.00
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SHEET TITLE	EXTERIOR ELEVATIONS
-------------	---------------------

SHEET NO.	
-----------	--

EAST ELEVATION	
MASONRY	981.7 SF (6.7%)
GLAZING	945.4 SF (6.2%)
METAL	945.4 SF (6.2%)
DOORS	93.1 SF (1.1%)
TOTAL	1965.6 SF (100%)

EXCLUDING GLAZING	
MASONRY	981.7 SF (6.7%)
GLAZING	945.4 SF (6.2%)
METAL	945.4 SF (6.2%)
DOORS	93.1 SF (1.1%)
TOTAL	1965.6 SF (100%)



1 EXTERIOR ELEVATION - MPB - SOUTHEAST
SCALE: 1/8" = 1'-0"



2 EXTERIOR ELEVATION - MPB - NORTHEAST
SCALE: 1/8" = 1'-0"



Date: 05/21/2024
Agenda Item #: 4. B.
Department: Development Services
Strategic Goal: Promote and expand Little Elm's identity
Staff Contact: Olga Chernomorets, Planning Manager

AGENDA ITEM:

Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Denton ISD.**

DESCRIPTION:

The attached agreement is to solidify the Planned Development amendment and the intended design of the proposed development as outlined in the associated development documents and plans for Braswell Highschool Planned Development amendment.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDED ACTION:

Staff recommends Council to consider the attached agreement.

Attachments

Development Agreement - Denton ISD Braswell PD Amendment

STATE OF TEXAS §
 §

**DEVELOPMENT AGREEMENT
AMENDMENT FOR DENTON ISD
HIGH SCHOOL NO. 4 - BRASWELL
PD AMENDMENT (PD-23-004847)**

COUNTY OF DENTON §

This Development Agreement Amendment for Denton ISD High School No. 4 - Braswell Planned Development ("**Agreement**") is entered into between Denton Independent School District ("**Developer**"), whose address for purposes of this Agreement is 13607 N. Locust Street, Denton, Texas 76201, and the Town of Little Elm, Texas ("**Town**"), whose address for purposes of this Agreement is 100 W. Eldorado Parkway, Little Elm, TX 75068. Developer and the Town are sometimes referred herein together as the "**Parties**" and individually as a "**Party**."

Recitals:

1. Developer is the owner of 107.767 acres generally located on the northwest corner of US Highway 380 and FM 2931, in the Town of Little Elm, Texas (the "**Property**"), which Property is more particularly described in **Exhibit A** attached hereto.

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

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

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

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

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

Section 3. Agreements. The Parties agree as follows:

A. The negotiated and agreed upon amendments to the existing Planned Development Ordinance No. 1583, contained in the Denton ISD High School No. 4 - Braswell Planned Development Ordinance No. 1757, attached hereto as **Exhibit B**, which incorporate by reference the continuation of the previously agreed upon general zoning regulations of the Town's zoning ordinance and development plans, and provide additional definitions and standards, are hereby adopted and incorporated into this agreement as contractually-binding obligations of the Developer.

Section 4. Miscellaneous.

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

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

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

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

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

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

shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

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

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

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

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

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

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

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

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

O. Notification of Sale or Transfer; Assignment of Agreement. Developer shall notify the Town in writing of any sale or transfer of all or any portion of the Property,

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

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

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

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

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

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

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

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

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

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

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

Y. Verification Against Discrimination of Firearm or Ammunition Industries.

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

Z. Verification Against Discrimination Developer Does Not Boycott Energy Companies.

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

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

DEVELOPER

a _____ company

By:  _____

Date: 5-14-2024

TOWN OF LITTLE ELM, TEXAS

By: _____

Matt Mueller
Town Manager

Date: _____

ATTEST:

By: _____

Caitlan Biggs
Town Secretary

STATE OF TEXAS §
 §
COUNTY OF DENTON §

Before me, the undersigned authority, on this _____ day of _____, 2024, personally appeared MATT MUELLER, Town Manager of the Town of Little Elm, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

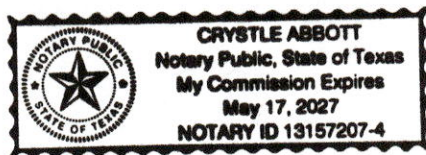
By: _____
Notary Public, State of Texas

My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

Before me, the undersigned authority, on this 14th day of May, 2024, personally appeared Brandon Boyter, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity of a duly authorized representative of Denton I.S.D..

[Seal]



By: Crystle Abbott
Notary Public, State of Texas

My Commission Expires: May 17, 2027

EXHIBIT A

Property Description

BEGINNING for the Southwest corner of the tract being described herein at to a 1/2 Inch Iron rod found with a yellow plastic cap stamped "COLEMAN RPLS 4001" found at the Southwest corner of the said 42.191 acre tract on the East side of Navo Road;

THENCE North 01 Degrees 49 Minutes 10 Seconds East along the East side of Navo Road with the West line of the said 42.191 acre tract passing at a distance of 30.00 feet a 1/2 inch iron rod found at the Westerly Northwest corner thereof and the Southwest corner of the said 66.729 acre tract and continuing with the West line thereof along the same course, In all, a total distance of 1,850.83 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "COLEMAN RPLS 4001" found for the beginning of a flare in the South right-of-way line of U. S. Highway 380 from which a 1/2 Inch iron rod found bears North 03 Degrees 20 Minutes 27 Seconds a distance of 7.6 feet;

THENCE North 46 Degrees 00 Minutes 49 Seconds East along the said flare a distance of 108.15 feet to a brass right-of-way monument found at the Northwest corner thereof In the flare in the South right-of-way line of U. S. Highway 380;

THENCE South 87 Degrees 44 Minutes 07 Seconds East with the said South right-of-way line and the North line of the 66.729 acre tract passing at a distance of 1,699.26 feet the Northeast corner thereof in a hackberry tree and also being the Northwest corner of the 42.191 acre tract from which a 1/2 inch iron rod with a yellow plastic cap stamped "COLEMAN RPLS 4001" found for reference bears South 00 Degrees 06 Minutes 09 West a distance of 111.11 feet and continuing along the same course with the North line of the 42.191 acre tract, in all, a total distance of 2,403.03 feet to a 1/2 inch Iron rod with a yellow plastic cap stamped "COLEMAN RPLS 4001" found at the Northeast corner thereof;

Thence South 01 Degrees 24 Minutes 19 West with the East line of the 42.191 acre tract a distance of 1,891.74 feet to a 1/2 Inch iron rod with a yellow plastic cap stamped "COLEMAN RPLS 4001" found at the base of a fence post at the Southeast corner thereof in a barbed wire fence and also being in the North line of the called 159.024 acre tract described in the deed from Till A. Petrocchi to Denton 380 Associates, L.P. recorded in Volume 5006, Page 1428 of the said Real Property Records;

THENCE North 88 Degrees 35 Minutes 41 Seconds West along the sold barbed wire fence with the North line of the said 159.024 acre tract and the South line of the 42.191 acre tract passing at a distance of 1,031.66 feet 3.8 feet North of a 5/8 inch iron rod found at the Northwest corner of Paloma Creek South, Phase 582 as shown by the plat thereof recorded in Cabinet Y, Page 509 of the Plat Records of Denton County, Texas and also being the Northeast corner of Paloma Creek South, Phase 5A as shown by the plot thereof recorded in Cabinet W, Page 823 of the said Plat Records; and further passing at a distance of 1,485.43, 1.0 feet North of a 5/8 inch Iron rod with a plastic cap stamped "4087" found at the Northwest corner of the said Phase 5A and the Northeast corner of the called 15.803 acre tract described in the deed from Denton 380 Associates, LP to Denton Independent School District recorded in Document Number 2012-117318 of the said Real Property Records; and further passing at a distance of 2,452.2 feet, 4.9 feet South of a 5/8 Inch iron rod with a plastic cap stamped "4087" found at the Northwest corner of the said 15.803 acre tract and continuing along the same course with the South line of the 42.191 acre tract, In all, a total distance of 2,492.09 feet to the PLACE OF BEGINNING and enclosing 108.920 acres of land, more or less.

EXHIBIT B

PD Ordinance

**TOWN OF LITTLE ELM
ORDINANCE NO. 1757**

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING EXISTING PLANNED DEVELOPMENT – COMMUNITY FACILITY, THROUGH ORDINANCE NO. 1583, AMENDING THE SITE PLAN TO ALLOW FOR A MULTI-USE ATHLETIC FACILITY WITH MODIFIED STANDARDS AND ADDITIONAL SITE IMPROVEMENTS FOR BRASWELL HIGH SCHOOL ON APPROXIMATELY 107.767 ACRES, GENERALLY LOCATED AT THE SOUTHEAST CORNER OF US 380 AND NAVO ROAD; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, a request for an amendment to existing Planned Development – Community Facility district through Ordinance No. 1583, amending the site plan to allow for a multi-use athletic facility with modified standards and additional site improvements for Braswell High School, more specifically described in the exhibits, attached hereto; and

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

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

WHEREAS, at its regular meeting held on April 4, 2024 the Planning & Zoning Commission considered and made recommendations on a request to amend the subject Planned Development, (Case No. PD-23-004847); and

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

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

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

SECTION 2. ZONING AMENDMENT That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by amending existing Planned Development – Community Facility district through Ordinance No. 1583, in order to amend the site plan to allow for a multi-use athletic facility with modified standards and additional site improvements on 107.767 acres of land, within Little Elm Town limits, more particularly described as **Exhibit A**, and attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

SECTION 3. CONDITIONS AND REGULATIONS. The permitted uses and standards for the DISD School property shall be in accordance with Planned Development Community Facility District through Ordinance No. 1583 and all applicable provisions of Chapter 106 – Zoning Ordinance in general, with the exception of the following requirements, which are otherwise captured within the development plans, as depicted within **Exhibit B** attached hereto:

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

SECTION 4. PLANNED DEVELOPMENT MASTER PLAN. The Concept Plan Exhibit and related plans, images, and documents approved and described as **Exhibit B** attached hereto and made a part hereof are approved in addition to those existing within Planned Development Ordinances No. 1583. The subject property shall be improved in accordance with the plans set forth in **Exhibit B** and subject to the following conditions.

- a) If, after two years from the date of approval of the Planned Development Master Plan, no substantial development progress has been made within the PD, then the Planned Development Master Plan shall expire. If the Planned Development Master Plan expires, a new Planned Development Master Plan must be submitted and approved according to the procedures within the Zoning Ordinance, Planned Development Districts. An extension of the two-year expiration shall be granted if a development application for the PD has been submitted and is undergoing the development review process or if the Director of Development Services determines development progress is occurring.
- b) The Planned Development Master Plan shall control the use and development of the property, and all building permits and development requests shall be in accordance with the plan until it is amended by the City Council.
- c) If a change to the Concept Plan, if any, is requested, the request shall be processed in accordance with the development standards in effect at the time the change is requested for the proposed development.

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

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

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

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 21st day of May, 2024.

Town of Little Elm, Texas

Curtis Cornelious, Mayor

ATTEST:

Caitlan Biggs, Town Secretary

EXHIBIT A

Property Description

BEGINNING for the Southwest corner of the tract being described herein at to a 1/2 Inch Iron rod found with a yellow plastic cap stamped "COLEMAN RPLS 4001" found at the Southwest corner of the said 42.191 acre tract on the East side of Navo Road;

THENCE North 01 Degrees 49 Minutes 10 Seconds East along the East side of Navo Road with the West line of the said 42.191 acre tract passing at a distance of 30.00 feet a 1/2 inch iron rod found at the Westerly Northwest corner thereof and the Southwest corner of the said 66.729 acre tract and continuing with the West line thereof along the same course, In all, a total distance of 1,850.83 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "COLEMAN RPLS 4001" found for the beginning of a flare in the South right-of-way line of U. S. Highway 380 from which a 1/2 Inch iron rod found bears North 03 Degrees 20 Minutes 27 Seconds a distance of 7.6 feet;

THENCE North 46 Degrees 00 Minutes 49 Seconds East along the said flare a distance of 108.15 feet to a brass right-of-way monument found at the Northwest corner thereof In the flare in the South right-of-way line of U. S. Highway 380;

THENCE South 87 Degrees 44 Minutes 07 Seconds East with the said South right-of-way line and the North line of the 66.729 acre tract passing at a distance of 1,699.26 feet the Northeast corner thereof in a hackberry tree and also being the Northwest corner of the 42.191 acre tract from which a 1/2 inch iron rod with a yellow plastic cap stamped "COLEMAN RPLS 4001" found for reference bears South 00 Degrees 06 Minutes 09 West a distance of 1,666.03 feet and continuing along the same course with the North line of the 42.191 acre tract, in all, a total distance of 2,403.03 feet to a 1/2 inch Iron rod with a yellow plastic cap stamped "COLEMAN RPLS 4001" found at the Northeast corner thereof;

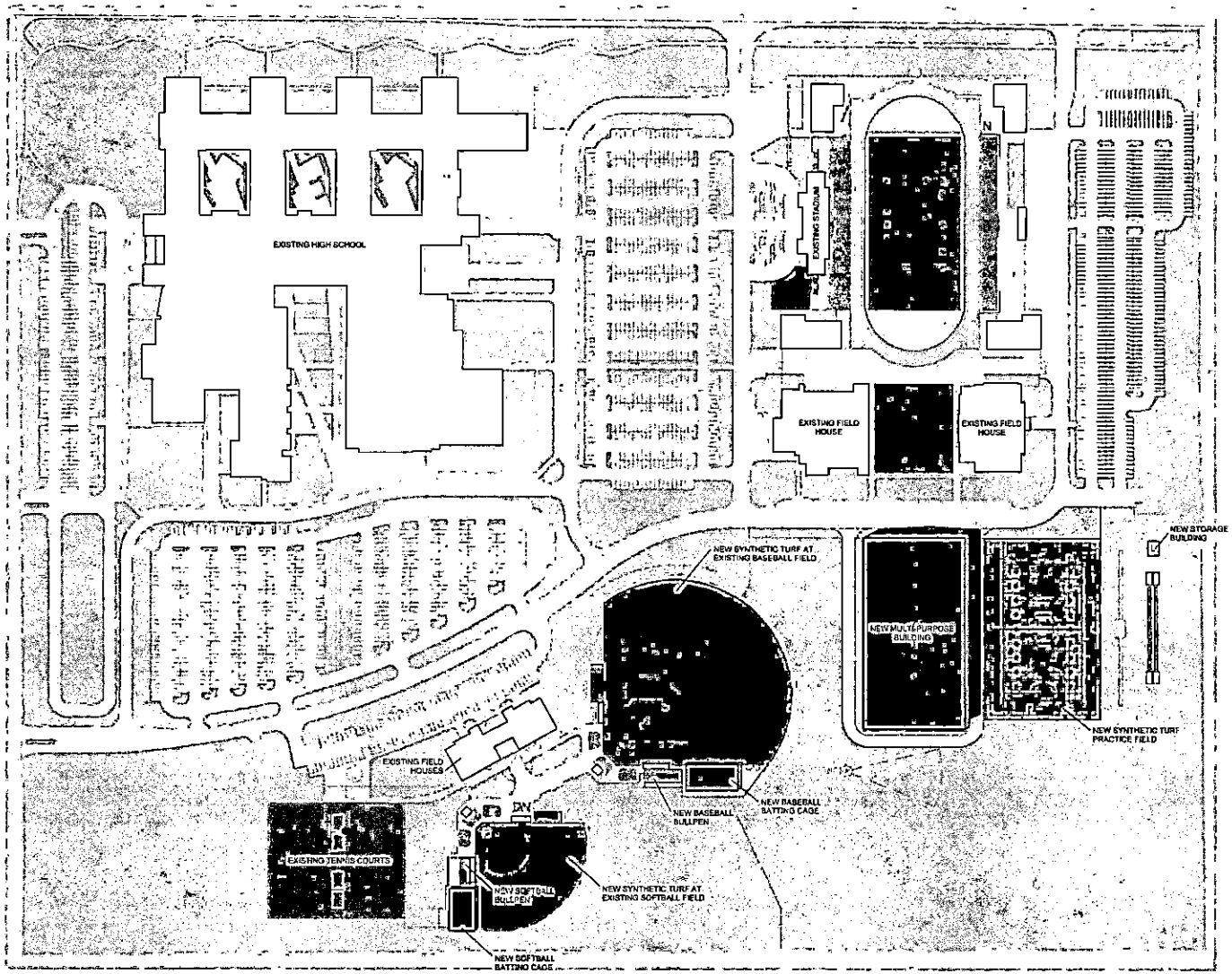
Thence South 01 Degrees 24 Minutes 19 West with the East line of the 42.191 acre tract a distance of 1,891.74 feet to a 1/2 Inch iron rod with a yellow plastic cap stamped "COLEMAN RPLS 4001" found at the base of a fence post at the Southeast corner thereof in a barbed wire fence and also being in the North line of the called 159.024 acre tract described in the deed from Till A. Petrocchi to Denton 380 Associates, L.P. recorded in Volume 5006, Page 1428 of the said Real Property Records;

THENCE North 88 Degrees 35 Minutes 41 Seconds West along the said barbed wire fence with the North line of the said 159.024 acre tract and the South line of the 42.191 acre tract passing at a distance of 1,031.66 feet 3.8 feet North of a 5/8 inch iron rod found at the Northwest corner of Paloma Creek South, Phase 582 as shown by the plat thereof recorded in Cabinet Y, Page 509 of the Plat Records of Denton County, Texas and also being the Northeast corner of Paloma Creek South, Phase 5A as shown by the plot thereof recorded in Cabinet W, Page 823 of the said Plat Records; and further passing at a distance of 1,485.43, 1.0 feet North of a 5/8 inch Iron rod with a plastic cap stamped "4087" found at the Northwest corner of the said Phase 5A and the Northeast corner of the called 15.803 acre tract described in the deed from Denton 380 Associates, LP to Denton Independent School District recorded in Document Number 2012-117318 of the said Real Property Records; and further passing at a distance of 2,452.2 feet, 4.9 feet South of a 5/8 inch iron rod with a plastic cap stamped "4087" found at the Northwest corner of the said 15.803 acre tract and continuing along the same course with the South line of the 42.191 acre tract, In all, a total distance of 2,492.09 feet to the PLACE OF BEGINNING and enclosing 108.920 acres of land, more or less.

Exhibit B
Development Plans, Images, and Documents

BRASWELL HIGH SCHOOL ATHLETIC ADDITIONS

OVERALL SITE PLAN





VLK ARCHITECT

VLK ARCHITECT, INC.
3001 North Main Street, Suite 100
Denton, Texas 76201
Phone: 940.382.1111
www.vlkarchitect.com

DENTON INDEPENDENT SCHOOL DISTRICT

BRASWELL HS ATHLETIC ADDITIONS

A13.11

Johnston & Co. - Houston, TX

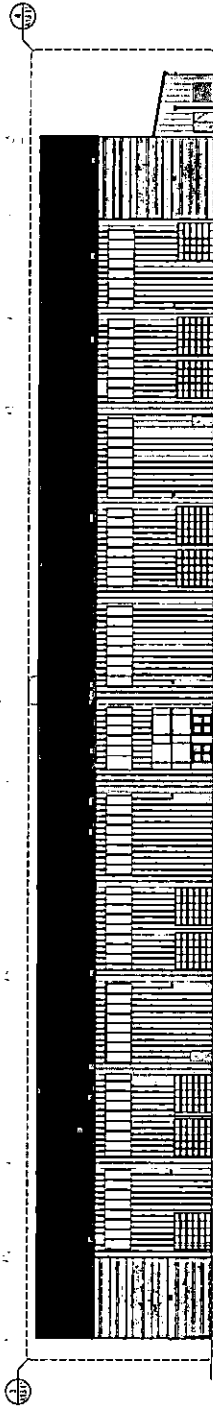
EXTERIOR ELEVATION NOTES

1. Refer to Sheet A13.11 for Project Location and Building Elevation Notes.
2. All exterior elevations are shown in black and white. Color is to be determined by the Architect.
3. All exterior elevations are shown in black and white. Color is to be determined by the Architect.
4. All exterior elevations are shown in black and white. Color is to be determined by the Architect.
5. All exterior elevations are shown in black and white. Color is to be determined by the Architect.
6. All exterior elevations are shown in black and white. Color is to be determined by the Architect.
7. All exterior elevations are shown in black and white. Color is to be determined by the Architect.

EXTERIOR ELEVATION LEGEND

- BS CONCRETE
- CS CONCRETE
- ALUMINUM CURTAIN WALL, SEE DETAIL 13

ADDITIONAL NOTES:
1. All exterior elevations are shown in black and white. Color is to be determined by the Architect.
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6. All exterior elevations are shown in black and white. Color is to be determined by the Architect.
7. All exterior elevations are shown in black and white. Color is to be determined by the Architect.



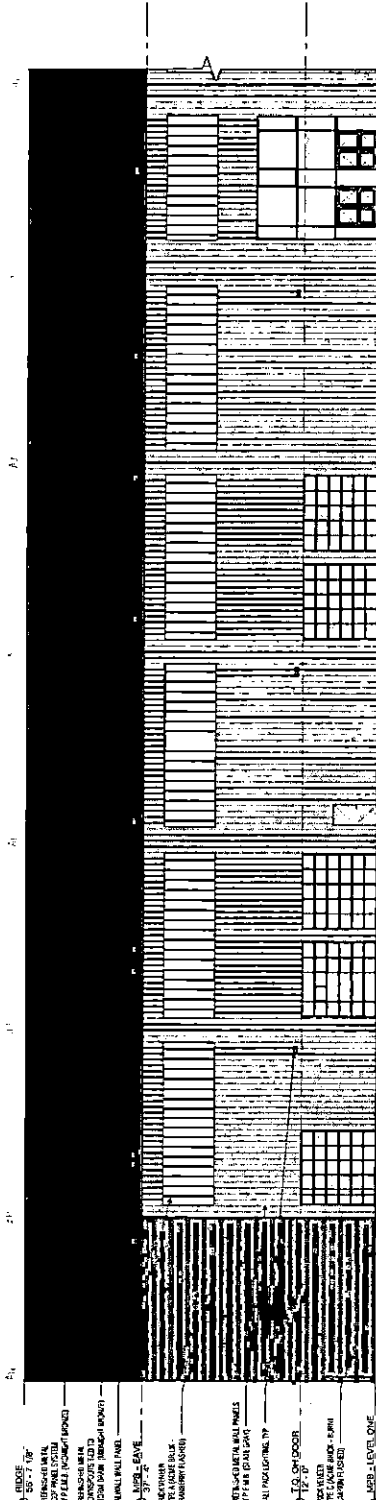
1 EXTERIOR ELEVATION - MPB - WEST

SCALE: 1/8" = 1'-0"



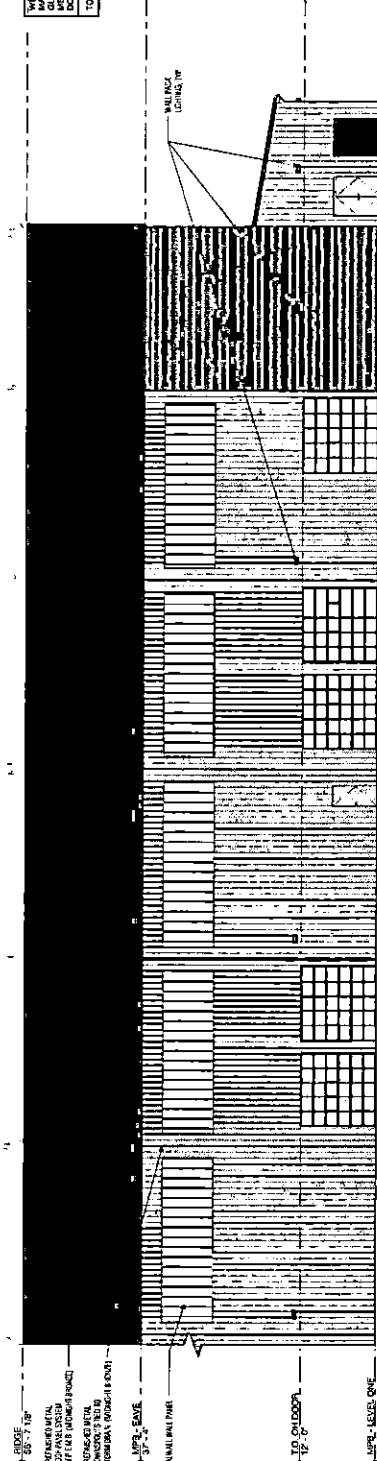
2 EXTERIOR ELEVATION - MPB - EAST

SCALE: 1/8" = 1'-0"



3 EXTERIOR ELEVATION - MPB - NORTHWEST

SCALE: 1/8" = 1'-0"



4 EXTERIOR ELEVATION - MPB - SOUTHWEST

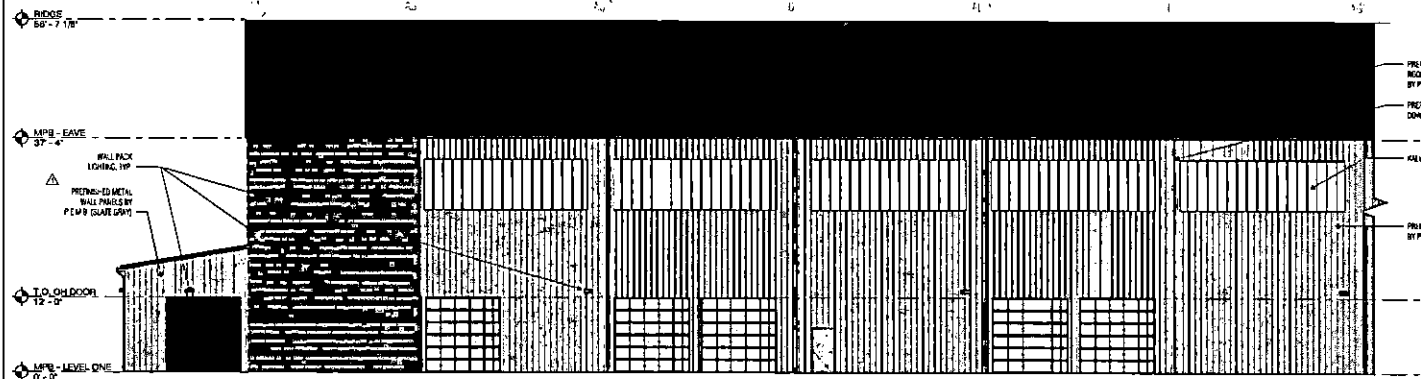
SCALE: 1/8" = 1'-0"

WEST ELEVATION	WEST ELEVATION	WEST ELEVATION
BRICK	BRICK	BRICK
CONCRETE	CONCRETE	CONCRETE
ALUMINUM CURTAIN WALL	ALUMINUM CURTAIN WALL	ALUMINUM CURTAIN WALL
TOTAL	TOTAL	TOTAL

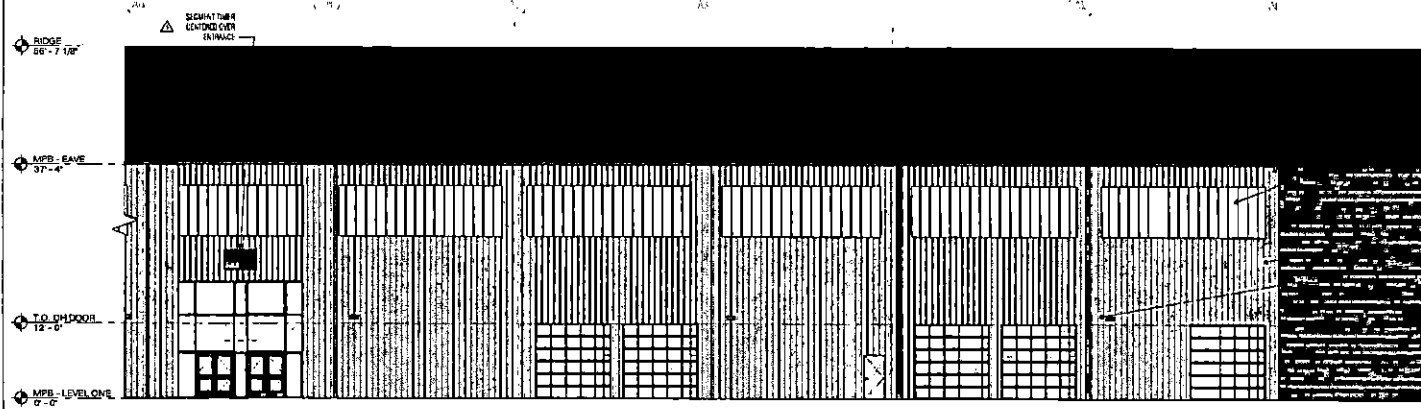
ISSUED: 10/1/2021
PROJECT: 23-047.00
SHEET: 13.11
EXTERIOR ELEVATIONS

A13.11

Johnston & Co. - Houston, TX



1 EXTERIOR ELEVATION - MPB - SOUTHEAST
SCALE: 1/8" = 1'-0"



2 EXTERIOR ELEVATION - MPB - NORTHEAST
SCALE: 1/8" = 1'-0"

- ### EXTERIOR ELEVATION NOTES
- 1 Refer to Sheet A13.11 for Typical Control Joint and Raining Lip on Joint Details.
 - 2 Based on the applicable design criteria, submit the proposed pattern of control joints in masonry veneer, CMU and Insulation panels to the Architect for review and approval prior to construction.
 - 3 Verify mounting heights of all Eave and Ventilation items on the exterior of the building prior to construction, whether specifically indicated on the Order of Conditions or not.
 - 4 Install Eave items in accordance with the recommended one of the Cap Score profiles, unless specifically noted or detailed otherwise.
 - 5 Refer to Sheet A13.11 for Eave Cap Score. Refer to Structural Drawings for Submittal and Detailing Requirements.
 - 6 Turnaround received and physical inspection was conducted at 4" from the exterior to the exterior, door frames, sliding doors, etc., unless noted otherwise.
 - 7 Provide solid bracing for walls or columns at exterior corners (see not in view). Refer to Detail A13.11.

- ### EXTERIOR ELEVATION LEGEND
- 06 DOWNLIGHT
07 DOWNLIGHT, REF. A13.11
08 ALUMINUM CLAY WALL, REF. SHEET A13.13

- ### ADDITIONAL NOTES:
- All mechanical units shall be screened from public view.
 - When permitted, proposed utility lines and conduits shall be permitted to attach the building.
 - Roof access shall be provided internally, unless otherwise permitted by the Chief Building Official.

EAST ELEVATION:		EXCLUDING GLAZING:	
MASONRY	881.7 SF (9.7%)	MASONRY	881.7 SF (9.7%)
GLAZING	4922.78 SF (57.7%)	METAL	1428.41 SF (16.5%)
METAL	8432.41 SF (94.5%)	DOORS	153.10 SF (1.8%)
DOORS	183.15 SF (2.1%)		
TOTAL	14660.05 SF (100%)	TOTAL	10647.28 SF (100%)



VLK | ARCHITECT
VLK Architecture, Inc.
1011 Townsend Drive, Suite 100
Riverside, CA 92507
Phone: 951.480.1600
www.vlkarchitect.com

ISSUED: 10/24/2023
REVISIONS
Revision No. Revision Date
1. By: [Signature] 10/24/23

Director: JSA
Designer: RTH
Proj. Arch: CRM
Drawn By: VLK
Quality Control: VLK

PROJECT NO.
23-047.00
SHEET TITLE

EXTERIOR ELEVATIONS
SHEET NO.

A13.12

BRASWELL HS ATHLETIC ADDITIONS

DEVON INDEPENDENT SCHOOL DISTRICT



ISSUED: 10/24/2023

REVISIONS

Revision No.	Revision Date
1 City Review	01/09/2024

Revised By: RTH

Director	Drawn By
USA	VLK
Designer	Quality Control
RTH	VLK
Proj. Arch	CRM

PROJECT NO.

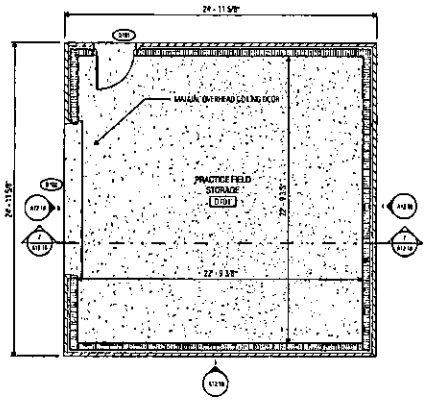
23-047.00

SHEET FILE

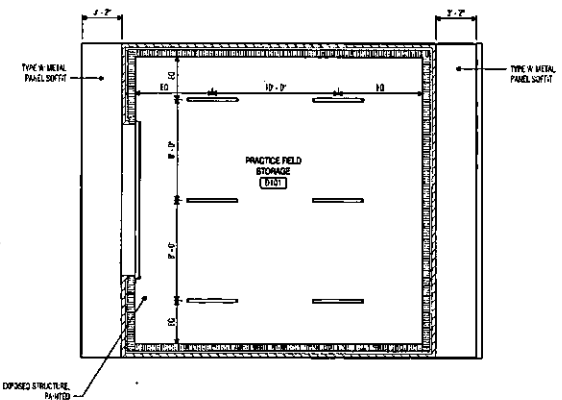
PRACTICE FIELD STORAGE BUILDING

3/16/24

A12.18



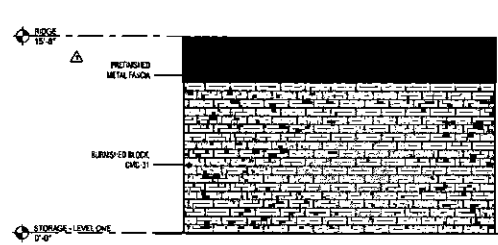
1 FLOOR PLAN - PRACTICE FIELD STORAGE
SCALE: 1/4" = 1'-0"



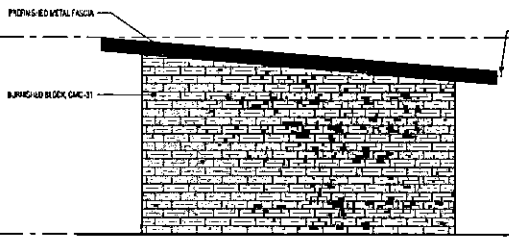
2 RCP - PRACTICE FIELD STORAGE
SCALE: 1/4" = 1'-0"



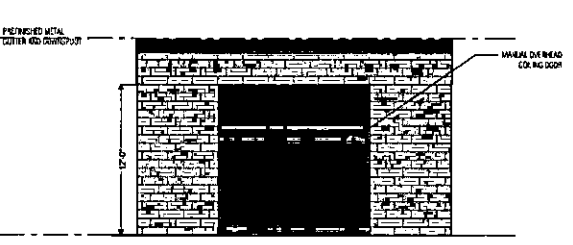
3 ROOF PLAN - PRACTICE FIELD STORAGE BUILDING
SCALE: 1/4" = 1'-0"



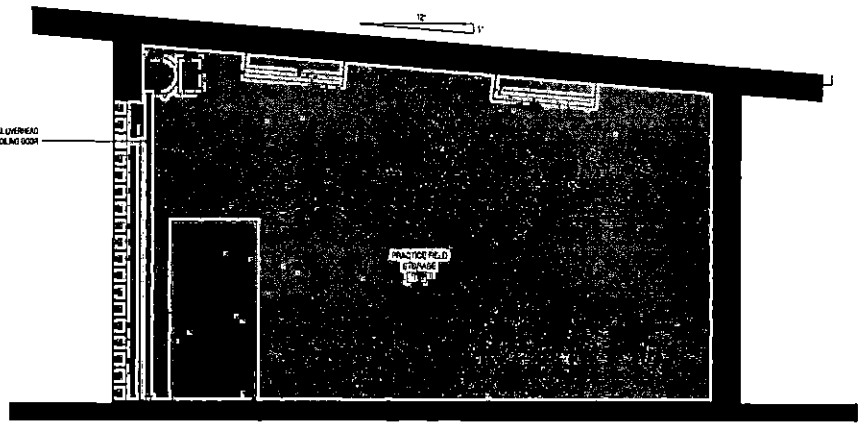
4 EAST ELEVATION - PRACTICE FIELD STORAGE
SCALE: 1/4" = 1'-0"



5 SOUTH ELEVATION - PRACTICE FIELD STORAGE
SCALE: 1/4" = 1'-0"



6 WEST ELEVATION - PRACTICE FIELD STORAGE
SCALE: 1/4" = 1'-0"



7 SECTION - PRACTICE FIELD STORAGE
SCALE: 1/2" = 1'-0"



8 3D RENDERING - PRACTICE FIELD STORAGE BUILDING
SCALE: 1/4" = 1'-0"



Date: 05/21/2024
Agenda Item #: 4. C.
Department: Administrative Services
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Town Council

AGENDA ITEM:

Present, Discuss, and Consider Action on **Resolution No. 0521202402 Repealing Resolution No. 90080602.**

DESCRIPTION:

At the May 14, 2024, Town Council meeting, the Town Council discussed several potential updates to the Little Elm Governance Policy.

One of the updates came from a request by Council Member Norman to look at the timing of when positions are appointed. Staff received guidance to change the current language that requires Mayor Pro Tem/Liaison appointments to be made within 30 days of the general election. The proposed language is to require these appointments to be made at the second regular Council meeting following the canvassing of the general election.

The 30 days laid out in the Governance Policy reflects the time frame established for appointments in Resolution No. 90080602 adopted by Town Council on August 6, 1990. For consistency, staff is recommending repealing Resolution No. 90080602 so that the time frame for this process will be adopted in the Governance Policy.

A draft resolution is attached to this item for Town Council's consideration.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff requests direction from Town Council.

Resolution No. 0521202402

TOWN OF LITTLE ELM, TEXAS

RESOLUTION NO. 0521202402

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS REPEALING RESOLUTION NO. 90080602; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the Town Council does agree that it is in the best interest of all concerned to themselves apprised of activity on the various Advisory Boards; and

WHEREAS, the Town Council has in the past appointed a Council Liaison to work with each Advisory Board within 30 days of the General Election in compliance with Resolution No. 90080602 adopted on August 6, 1990; and

WHEREAS, the Town Council has since adopted a Governance Policy that addresses this appointment process and desires for it to be governed within this document.

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

Section 1. Repealing Resolution No. 90080602. That Resolution No. 90080602 be repealed.

Section 2. Annual Appointment Process. That the annual appointment process will be adopted in the Little Elm Governance Policy.

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

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas this 21st day of May, 2024.

Curtis J. Cornelious, Mayor

ATTEST:

Caitlan Biggs, Town Secretary



Date: 05/21/2024
Agenda Item #: 4. D.
Department: Administrative Services
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Town Council

AGENDA ITEM:

Present, Discuss, and Consider Action on **Updates to the Little Elm Governance Policy.**

DESCRIPTION:

At the May 14, 2024, Town Council meeting, Town Council discussed several updates to the Governance Policy.

The first was a request by Mayor Cornelious for the creation of a Deputy Mayor Pro Tem position. The following language was proposed:

“Within 30 days of the General Election, the Town Council shall elect one of its Members as Deputy Mayor Pro Tem, who shall perform the duties of Mayor in the case of the absence or inability of the Mayor and Mayor Pro Tem to perform the duties of the Mayor's office, and who shall, during that time, be vested with all the powers belonging to the Mayor. The term shall be for a period of one year and approved by resolution. The Deputy Mayor Pro Tem will be selected using the same process as the Council Liaison appointments.”

After discussion, staff received guidance from the Council to further define the sequence of Council members standing in for the Mayor in the case of his or her absence. The following proposed language was added:

“If the Mayor, Mayor Pro Tem, and Deputy Mayor Pro Tem are all unavailable, the most senior Council Member will perform the duties of the Mayor. If there is a tie in seniority, a coin will be flipped with the most senior Council Member in the lowest numbered district/place calling heads or tails.”

The second potential update was to add guidelines to the spending of public money for Council Member travel, training, and memberships as it relates to the performance of their official duties. The proposed changes included the following new language:

“Subject to the annual adoption of the budget, \$3,000 is allocated for each Council Member and \$5,000 is allocated for the Mayor for travel, training, individual memberships, and events related to their position on the Town Council.

These funds are not eligible to be used for private business purposes or political fundraisers. However, they can be used for non-profit organizations where the Council Member is acting in their official capacity.

If a Council Member spends all of their funds but expresses an interest in additional travel, training, individual memberships, and/or events related to their position on the Town Council.”

After discussion, staff received guidance to clearly define that these funds would be available each year and add stronger language prohibiting the use of these funds for partisan political purposes. Language has been added to the proposed changes to reflect this guidance.

The third potential update came from a request by Council Member Norman to look at the timing of when positions are appointed. Staff received guidance to change the current language that requires Mayor Pro Tem/Liaison appointments to be made within 30 days of the general election. The proposed language would now require these appointments to be made at the second regular Council meeting following the canvassing of the general election.

Lastly, staff has proposed to replace the word "citizen" with "resident" to reflect our communication standards.

A copy of the Governance Policy with all proposed changes from the currently adopted version is attached.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff requests direction from Town Council.

Attachments

Little Elm Governance Policy - Red-line



LITTLE ELM GOVERNANCE POLICY

FORM OF GOVERNMENT

Refer to Section 2.01 in Form of Government and Powers in the Little Elm Code of Ordinances.

PURPOSE

The Little Elm Town Council, including Council Members and the Mayor, is the governing body for the Town of Little Elm. Therefore, it must bear the initial responsibility for the integrity of governance. The Council is responsible for its own development (both as a body and as individuals), its own discipline and its own performance. By adopting this policy, the Council acknowledges its responsibility to each other, to the professional Staff, and to the public.

GOVERNANCE GUIDELINES

The Town Council will govern the Town in a manner associated with a commitment to the preservation of the values and integrity of representative local government and democracy, and a dedication to the promotion of efficient and effective governing. The following statements will serve as a guide and acknowledge the commitment being made in this service to the community.

The Town Council shall:

- be responsive to the needs of the residents and the Little Elm Community by providing pro-active visionary and strategic leadership and focusing on the future rather than the past;
- recognize its responsibility to the future generations by developing goals that address the interrelatedness of the social, cultural, and natural characteristics of the community;
- be fiscally responsible with the taxpayer's dollars;
- communicate and serve with respect, dignity and courtesy in relations with Staff, all Council Members, members of the boards, commissions, committees, and the public;
- endeavor to keep the community informed on municipal affairs and encourage communication between residents and the Town Council;
- strive to develop strong working relationships among Little Elm, Denton County, Little Elm ISD, Frisco ISD, Denton ISD, Little Elm Chamber of Commerce, and other community and civic organizations;
- be committed to improve the quality of life for the individual and the community; and
- be dedicated to the faithful stewardship of the public trust and seek to improve the quality and image of public service.

GOVERNANCE PRINCIPLES

The office of elected official is one of trust and service to the residents of Little Elm. This position creates a special responsibility for the Little Elm Council Members, and the following principles shall govern the conduct of each Council Member. A Council Member shall:

- be loyal to the interests of the residents of Little Elm, superseding conflicting loyalty to advocacy or interest groups, membership on other boards, employment with other organizations, and personal interests as an individual resident of the Town;

- be dedicated to the highest ideals of honor and integrity in all public and personal relationships and conduct themselves, both inside and outside the Town's service, so as to give no occasion for the distrust of their integrity, impartiality or of their devotion to the best interests of the Town and the public trust, to merit the respect and confidence of the residents of Little Elm;
- refrain from any activity or action that may hinder the ability to be independent, objective, and impartial on any matter coming before the Council, such as accepting gifts or special favors;
- not condone any unethical or illegal activity, such as using confidential information for personal gain or misusing public funds or time;
- recognize that public and political policy decisions, based on the approved Strategic Plan, are ultimately the responsibility of the Town Council;
- comply with the Town's Ethics Ordinance (Chapter 2 Article VI of the Little Elm Code of Ordinances) and other applicable rules and state laws governing the conduct of elected officials; and
- conduct business in open meetings for transparency and direct accountability to the residents of Little Elm.



TOWN COUNCIL

MAYOR: ROLES AND RESPONSIBILITIES

The Mayor presides at Council meetings and formally exercises a legislative role equal to that of his or her colleagues. In conjunction with legislative roles, the Mayor may be involved in the preparation of the Council agenda. The Mayor is a member of the Town Council with a vote equal to other members. As part of his or her role, the Mayor shall perform the following duties:

- Preside over the Town Council and serve as the Chair at meetings
- Work to minimize conflict between Council Members and seek to accommodate common ground and consensus among Members when possible
- Represent the Town in meetings with other governmental entities, businesses, community groups, developers, and other entities but realize that the Town is not obligated to any course of action without consideration from the full Council
- Ensure that all members of the Council have the opportunity to be heard during discussion of issues or agenda items
- Issue proclamations to provide groups or individuals special recognition

COUNCIL MEMBER: ROLES AND RESPONSIBILITIES

The main responsibility of the Town Council is to make policy. By definition, a policy is a course of action for a community. The Town Council serves as the legislative body and adopts policies that determine the broad functions of the Town of Little Elm. The Council has the power to enact ordinances and policies, consistent with state law, usually through the enactment of ordinances and resolutions. In the process of policy making the Council shall:

- Focus on the Vision, Strategic Goals, and Long Term Objectives identified in the Council Strategic Plan
- Analyze community needs, program alternatives, and available resources and arrive at meetings well-informed and prepared
- Make timely and courageous decisions
- Make decisions based on community goals and interest, and not based on personal or political ambitions
- Provide the Town Manager clear direction and expectations to achieve Town goals and objectives
- Give the Town Manager adequate authority to take administrative actions and not interfere with personnel decisions or management functions of the Town
- Hold the Town Manager responsible for the administration of Council policies
- Participate in meetings

MAYOR PRO TEM: ROLES, RESPONSIBILITIES, AND SELECTION

At the second regular Town Council meeting after the canvassing of the General Election results~~Within 30 days of the General Election~~, the Town Council shall elect one of its Members as Mayor Pro Tem, who shall perform the duties of Mayor in the case of the absence or inability of the Mayor to perform the duties of the Mayor's office, and who shall, during that time, be vested with all the powers belonging to the Mayor. The term shall be for a period of one year and approved by resolution. The Mayor Pro Tem will be selected using the same process as the Council Liaison appointments.

DEPUTY MAYOR PRO TEM: ROLES, RESPONSIBILITIES, AND SELECTION

At the second regular Town Council meeting after the canvassing of the General Election results, the Town Council shall elect one of its Members as Deputy Mayor Pro Tem, who shall perform the duties of Mayor in the case of the absence or inability of the Mayor and Mayor Pro Tem to perform the duties of the Mayor's office, and who shall, during that time, be vested with all the powers belonging to the Mayor. The term shall be for a period of one year and approved by resolution. The Deputy Mayor Pro Tem will be selected using the same process as the Council Liaison appointments.

If the Mayor, Mayor Pro Tem, and Deputy Mayor Pro Tem are all unavailable, the most senior Council Member will perform the duties of the Mayor. If there is a tie in seniority, a coin will be flipped with the most senior Council Member in the lowest numbered district/place calling heads or tails.

COUNCIL LIAISON: ROLES, RESPONSIBILITIES, AND SELECTION

At the second regular Town Council meeting after the canvassing of the General Election results~~Within 30 days of the General Election~~, the Council shall select its liaisons to boards, commissions, or committees. Liaisons shall serve a term of one year. Prior to each selection process, each Council Member shall submit a questionnaire expressing their desired appointments, qualifications, and availability. The Mayor may put forth a proposal of appointments to the Council using information received from the questionnaire. The Council will receive the proposal and the results from the questionnaire prior to the meeting where appointments are considered. No more than two Council Members including the Council Liaison shall serve on each board, commission, and/or committee at one time. Council Liaisons should review the agendas of their board, commission, or committee, understand its projects and activities, and provide reports to the Town Council as necessary. The Council Liaison shall:

- Serve as the primary contact and two-way communications channel between Council and the board, commission, or committee
- Help resolve questions the board, commission, or committee may have about the role of Council, the Council's goals and objectives, municipal government, and the board, commission, or committee
- Establish formal or informal contact with the chairperson of the board, commission, or committee and effectively communicate the role of the liaison
- Provide procedural direction and relay Council's position or previous action to the board, commission, or committee, and communicate to the board, commission, or committee that the liaison's role is not to direct the board, commission, or committee in its activities or work
- Serve as Council contact rather than as an advocate for or ex-officio member of the board, commission, or committee
- Identify and help resolve any problems that may exist with respect to the functioning of the board, commission, or committee
- Facilitate training of new board, commission, or committee members by providing suggestions and relevant information to the Town staff members responsible for providing such training
- Attend board, commission, and/or committee meetings and report back on performance of board members to the Town Council

ATTENDANCE REQUIREMENTS

A Council Member or the Mayor shall forfeit his or her office if the official lacks at any time during the official's term of office any qualification for the office prescribed by the Charter or by State law, or if the official violates any express prohibition of this section or any other provision of the Charter, or if the official fails to attend three (3) consecutive regular Town Council meetings without being excused by the Town Council. The Town Council shall be the final judge in matters involving forfeiture of office by a Council Member or the Mayor. (Town Charter, Section 3.05)

TRAINING AND MEMBERSHIPS

The Town Manager's Office shall coordinate and facilitate the orientation of new Council Members and continuing education for the Mayor and Council Members. Each Council Member should make their best attempt to attend one seminar per year. First-time office holders are encouraged to attend trainings specifically related to newly elected officials.

~~Funds are budgeted on an annual basis for the Mayor and Council Members to attend the annual Texas Municipal League conference. Subject to the annual adoption of the budget, \$3,000 is allocated for each Council Member and \$5,000 is allocated for the Mayor for travel, training, individual memberships, and events related to their position on the Town Council per fiscal year, and for new Council Members to attend the Newly-Elected Officials training.~~ Town staff will register the Mayor and/or Council Members that are interested in attending these events. The Town will cover the following expenses, if applicable:

- Registration
- Lodging
- Airfare
- Mileage Reimbursement
- Per Diem for Meals
- Rideshare Reimbursement

~~These funds are not eligible to be used for private business purposes, campaigning, or any event related to political parties/fundraising. However, they can be used for non-profit organizations where the Council Member is acting in their official capacity.~~

The Town will not cover ticketed events for social or recreational activities at a training or conference. A complete list of non-allowable expenses is included in the Town's Personnel Policy Manual, section 2.16 – Travel Policy.

~~If a Council Member spends all of their funds but expresses an interest is expressed in additional travel, training, individual memberships, and/or events related to their position on the Town Council, an additional training or conference and there are funds available,~~ the request must be brought forward to the Council for approval. The Mayor and/or Council Member shall email Town staff to place the item on an agenda for discussion and consideration.

Town-wide ~~and individual Council Member~~ memberships will be brought forward to Town Council. The Mayor and/or Council Member shall email Town staff to place the item on an agenda for discussion and consideration.

REQUEST PROCESS FOR THE COVE AT THE LAKEFRONT™

If the Mayor and/or Council Members desire to request passes and/or rentals for The Cove at the Lakefront™ for non-profit organizations or donations, they shall contact the Town Manager's Office. The

Mayor and each Council Member are able to request one (1) package per fiscal year that includes 5 passes and 1 weekday cabana rental. Complimentary passes are not intended for personal use.

TICKETS FOR TOWN EVENTS

From time to time, it may be necessary to provide the Council with complimentary tickets to Town events so that the members can perform their official duties, volunteer, or interact with stakeholders. The use of complimentary tickets shall be outlined in the Town's Special Events policy. All requests should be coordinated through the Town Manager's Office.

USE OF TOWN FACILITIES AND AMENITIES

The use of Town facilities and amenities by Council Members shall be limited to official Town-related duties. However, from time to time, Council Members may request use of Town facilities for community purposes. All requests for use of Town facilities and amenities shall be coordinated through the Town Manager's Office.

GUIDELINES FOR INTERACTION BETWEEN MAYOR AND COUNCIL

The Mayor and Town Council members must work as a team and maintain positive and effective relationships with each other in order to provide effective governance to the Little Elm community. It is the duty of the members to promote dialogue; frank, honest, and open communication; consensus; and a good governing environment in which Council Members, including the Mayor, as well as Town staff members can better fulfill their roles as public servants. The Mayor and Council shall treat one another with respect both in Council meetings and in the community. Refrain from undermining your constituents in community forums or discussions with residents, seek to keep one another informed, and avoid hidden agendas. In order to promote a team-oriented environment of professional conduct, the Council shall:

- Refrain from yelling, name calling, and personal attacks
- Act within legal and ethical guidelines
- Avoid grandstanding or promoting a personal agenda
- Be brief and concise
- Consider an issue, debate it, vote on it, and move on without letting issues carry over
- Look for common ground before seeking out disagreements
- Agree to disagree, when necessary
- Treat everyone with respect and elude resentment

MAYOR AND COUNCIL ROLES IN THE COMMUNITY

The Mayor and Town Council Members serve as a resource to citizen residents, as well as representatives of citizen resident preferences. Each stakeholder should feel they are treated with respect, that their voice is heard, and that the Town has handled the interaction with efficiency. If the Town or Council is unable to meet a stakeholder's needs, the citizen resident or business representative should leave better educated and with an understanding of the barriers the Town faces. In order to facilitate this, Council Members should:

- Treat citizen residents and stakeholders with respect

- Act within the roles defined above and in the Town Charter and remain accountable to citizenresidents
- Keep open communication with citizenresidents, and listen and understand concerns before responding
- Be accessible to citizenresidents and the Town of Little Elm community overall
- Serve as an advocate for the Town and the decisions made by the Council
- Become familiar with the community and its needs
- Develop strong working relationships with partners, such as citizenresidents or organizations who serve on Boards or Commissions, publicly support and defend the will of Council, rather than one's individual preferences

DECISION-MAKING GUIDELINES

Each decision must be made by considering what is best for the municipality as well as the public interest and shall incorporate, to every extent, the overall fundamental approach to democratic governance. Including specialists in various fields and soliciting the opinion of citizenresident committees may be necessary for reaching a consensus, particularly when introducing new policies or making significant policy change. It is of the responsibility of the Council, as representatives, to convey the preferences of citizenresidents but ultimately to make a decision on what is best for the Town. Any special interest or special interest group impartial to public concerns must not take precedence on any agenda. Decision-making should take place in accordance with:

- The adopted Strategic Plan
- Utilizing an unbiased approach
- Developing well thought out means to achieve the good of the public
- A focus on the issue at hand rather than personalities
- Comprehensive understanding of all sides of the issue before issuing a judgment
- Council members should always ask, "Is this consistent with Council's adopted Strategic Plan?"

GUIDELINES FOR COUNCIL INTERACTION WITH ADMINISTRATIVE STAFF

Employees should feel as though they are valuable and important to executing the will of the people. Council Members should remain professional and never exceed the authority and relationship guidelines outlined in the Town Charter. The Town Manager should be aware of all requests to town employees, as these employees do not report to Council Members directly.

If a Council Member questions a decision, he or she shall immediately take that concern or disagreement to the Town Manager in a confidential and diplomatic format. Likewise, the Town Manager shall agree to the same commitment. Respect for each other shall remain constant.

- Council Members must not give orders to department heads or to other town employees. If the Council needs operational information, the Town Manager will provide appropriate information in a timely fashion, either directly or through other Town staff
- Action items requested by Council Members of Town employees shall be channeled through the Town Manager's office. A Council Member may make an informational request of a Town employee directly; however the Town Manager should be aware of all communication and copied on all emails
- Council Members should not harass or make unreasonable inquiries of Town employees
- The Town Manager will intervene if such activities are taking place

- Requests for meetings with Town staff shall be coordinated through the Town Manager
- Members of the Town Council do not have the authority to terminate or discipline Town employees other than those who they are responsible for under the Town Charter. Termination and discipline decisions are the sole responsibility of the Town Manager

BEHAVIORAL GUIDELINES AND SOCIAL MEDIA

The Mayor and members of the Town Council shall always remember they are representatives of the Town of Little Elm at all times and in all circumstances, and, as public officials, their actions are a direct reflection of the Town. Elected officials shall conduct themselves in a professional manner and not engage in any behavior that will paint the Town in a negative light. The Mayor and members of the Town Council are expected to:

- Conduct themselves with dignity
- Refrain from any behavior that may cause embarrassment to the Town
- Refrain from any activity that may give the perception of impropriety or unethical behavior
- Refrain from social media activities that are profane, untruthful, or unnecessarily argumentative
- Refrain from posting or reposting (forwarding) information on social media before facts are verified or an issue has been researched
- Keep it G rated, if there is any question, the answer is probably NO

ETHICAL RESPONSIBILITIES AND CONFLICT OF INTEREST

Representatives of the Town of Little Elm have a strong ethical responsibility. The Mayor and Council shall be aware of Little Elm's Ethics Ordinance and ensure that they maintain compliance. Officials should also refrain from activities that may be perceived as unethical in nature.

All members of the Town Council, Boards, Commissions, and Corporations shall be familiar with the requirements of the Town's Ethics Ordinance. The Code of Ethics is located on the Town's webpage (Little Elm Code of Ordinances, Article VI. Code of Ethics), or a copy can be requested through the Town Manager's Office.

Below are some ethical dilemmas to avoid:

- Using the position as an elected official to secure special privileges or exemptions for himself, herself, or others
- Directly or indirectly, giving or receiving any compensation, gift, gratuity, or reward from any sources, except the employing city for city, for a matter related to the official's services
- Accepting employment or engaging in business that the employer might reasonably expect would require the elected official to disclose confidential information acquired due to his or her position as an elected official
- Disclosing confidential information gained due to position as an elected official, or use of such information for personal gain

AGENDA RULES AND MEETING PROTOCOL

The Town Council Agenda is the official working guide from which the Council conducts its regular and special meetings. The Agenda, which is prepared by the Town staff and in consultation with the Mayor

includes items that require Council action and that deal with policy issues that require Council review and discussion.

Items are usually placed on the agenda at the request of the Town staff. Council Members can work with the Town Manager to have an item placed on the agenda. Below are general guidelines & protocols for meetings and inquiries:

AGENDA ITEM INQUIRIES

Contact:	<ul style="list-style-type: none">• Town Manager's Office
Best Method of Communication:	<ul style="list-style-type: none">• Email and/or Phone
Basic Guidelines/Considerations:	<ul style="list-style-type: none">• Questions regarding specific agenda items should be provided to the Town Manager prior to the meeting so that appropriate time is provided for any research• The Town Manager may consult with the Town Attorney or other Town staff and will provide feedback as quickly as possible

REQUEST FOR A NEW AGENDA ITEM

Contact:	<ul style="list-style-type: none">• Town Manager's Office
Best Method of Communication:	<ul style="list-style-type: none">• Email and/or Phone
Basic Guidelines/Considerations:	<ul style="list-style-type: none">• Contact the Town Manager or present the request at a Council workshop• The Town Manager may consult with the Mayor regarding the request• Requests for agenda items shall occur no later than noon on the Wednesday preceding the Council meeting.

OPEN MEETINGS ACT

Basic Guidelines/Considerations:	<ul style="list-style-type: none">• The Open Meetings Act generally applies when a quorum of a governmental body is present and discusses public business• By State Law, the Town Council Agenda must be posted 72 hours in advance of the meeting• A governmental body must post notice of an open meeting when it receives a briefing from staff unless a specific statutory exception allows an executive session• The Town Manager will consult with the Town Attorney if direction is needed
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Training:

- Elected and appointed public officials are required by State Law to receive training in Texas open government laws. Online training can be obtained by visiting the Texas Attorney General's Website:
<https://www.texasattorneygeneral.gov/faq/og-open-government-training-information>

Reference:

- Texas Government Code § 551.001 (4)(A)

PARLIAMENTARY AUTHORITY

Basic Guidelines/Considerations:

- Roberts Rules of Order shall be consulted regarding parliamentary procedure
- Town Secretary, Town Attorney, and Town Manager can be consulted for questions regarding parliamentary procedure

Reference:

- Roberts Rules of Order Newly Revised, Latest Edition

GENERAL COUNCIL MEMBER COMMUNICATION PROTOCOL

The following protocols can help guide elected officials regarding communications with constituents and staff. In some cases, some basic considerations will help guide the Council Member on the best course of action. The information in the following section is general in nature. If there are any questions or if clarification is needed please consult the Town Manager for additional information.

BASIC INFORMATION REQUEST (Information Easily Accessible)

Contact:

- Town Manager's Office

Best Method of Communication:

- Email and/or Phone

Basic Guidelines/Considerations:

- Give clear and concise expectations
- Provide an outline for the information desired
- Provide a timeline for the request

INFORMATION REQUEST REQUIRING RESEARCH

Contact:

- Town Manager's Office

Best Method of Communication:

- Email and/or Phone

Basic Guidelines/Considerations:

- Same steps as the "Basic Information Request"
- Future Council Agenda Item for direction/action for Town Manager

COUNCIL POLICY INITIATIVE

Contact:

- Town Manager's Office
- Mayor

- | | |
|----------------------------------|--|
| Best Method of Communication: | • Email and/or Phone |
| Basic Guidelines/Considerations: | • Contact the Mayor and Town Manager's Office concerning the policy initiative for consideration |
| | • Provide as much detail as possible |

PROCLAMATION REQUEST

- | | |
|----------|--|
| Contact: | • Town Manager's Office |
| Process: | • Submit online form at least one month in advance of the date the proclamation is needed. Mayor has final approval. |

COUNCIL COMMENDATION

- | | |
|----------------------------------|---|
| Contact: | • Town Manager's Office |
| | • Mayor |
| Best Method of Communication: | • Email |
| Basic Guidelines/Considerations: | • Contact the Mayor and Town Manager's Office concerning the recognition for consideration. |
| | • Provide as much detail as possible. |

COMMUNICATION: COUNCIL AND ADMINISTRATIVE STAFF

- | | |
|------------------------------------|--|
| Communication from Administration: | • Communication from Town staff and administration goes to Mayor and all Council Members through the Town Manager's Office |
| Communication to Administration: | • Communications from Mayor & Council to staff administration goes through the Town Manager and not directly to members of the staff |

STAFF CONTACT

- | | |
|---------------------|--|
| Employee Initiated: | • Send communication to Town Manager |
| | • Refer to section regarding communications with staff |
| Council Initiated: | • Beware of legal violation (State Law) |

COMMUNICATION: EMAIL

General:

- If responding, do not copy other Council Members
- If directed to the Mayor & Council, the Mayor will respond "On behalf of: Mayor & Council"
- Each individual has a choice:
 - Whether to respond or not
 - Method of the response

Consideration:

- Written communication, including emails, can be requested via the Texas Open Records Act
- Any deliberation or discussion should take place in a compliant meeting and not through email communication

Reference:

- Texas Government Code § 552



BOARDS, COMMISSIONS, AND COMMITTEES

STAFF AND COUNCIL RELATIONS WITH ADVISORY BOARDS, COMMISSIONS, AND COMMITTEES

Staff support and assistance may be provided to advisory boards, commissions, and committees. Advisory bodies, however, do not have supervisory authority over Town employees. While Staff may work closely with advisory bodies, Staff members remain responsible to their immediate supervisors and, ultimately, the Town Manager. The members of the commissions, boards, or committees are responsible for the functions of the advisory body. The chairperson is responsible for committee compliance with the municipal code and/or bylaws. Staff members are to assist the advisory boards to ensure appropriate compliance with the Charter, ordinances, state and local laws, and regulations.

Staff support includes: preparation of an agenda; preparation of reports providing a brief background of the issues, a list of alternatives, recommendations, and appropriate backup materials, if necessary; and preparation and maintenance of permanent minutes of advisory body meetings. Advisory body members should have sufficient information to reach decisions based upon a clear explanation of the issues. It is important to note that Town Staff seeks to not influence boards, commissions, and committees in their decision making process. Staff should provide information on options considered along with a summary of pros and cons of each option. Staff should provide any prior direction by Town Council on a particular issue to any board, commission, or committee considering the issue.

The role of the Town's boards, commissions, and committees is to perform the specific functions established in state statutes, Town ordinances, resolutions, or minute orders as applicable and to advise the Town Council about the topics assigned.

If a Council Member attends a meeting of a board, commission, or committee, the member shall not take part in the meeting nor address the board in any manner, whether by questions or statements. A Council Member shall not attempt to influence the decisions of boards, commissions, and committees, either directly or indirectly, nor express an opinion to a board, commission, or committee about its actions unless at a Town Council meeting. This policy provision does not apply to a Council Member who is participating as a duly appointed member of a board, commission, or committee.

All instructions to board, commissions, and committees by the Town Council shall be in writing or made on the record at a Town Council meeting.

CURRENT BOARDS AND COMMISSIONS

The Planning & Zoning Commission is the primary advisory board to the Town Council on development issues. These land use matters include rezoning requests, ordinance revisions, approving plats, comprehensive planning, tree preservation, and other issues regarding new growth and existing development in the Town and extraterritorial jurisdiction (ETJ).

The Board of Adjustment (BOA) consists of five members and is a quasi-judicial board. It is not a legislative body; thus, it has no authority to amend ordinances, create new laws, nor grant use variances. The board conducts hearings and makes determinations on requests for variances from and special exceptions to the Town of Little Elm Zoning Ordinance, as specified in the ordinance. Historically, the board has made rulings on substandard buildings and amortization cases, although recent state law changes may require revisions to procedure and venue. The board also has the authority to hear and decide appeals where it is alleged that there is an error in an order, requirement, decision, or determination made by any administrative official of the town in the enforcement of the Zoning Ordinance.

The Little Elm Animal Shelter Advisory Committee make recommendations to animal services regarding policies and procedures of the animal shelter operations, making recommendations to town council on

revisions to chapter 18 (Animals) of the Little Elm Code of Ordinances, making recommendations to town council on revisions to applicable fees, and general discussion of animal related issues within the town.

TYPE A/ TYPE B CORPORATIONS

Type A/ Type B Corporations exist in the Town of Little Elm to further growth and development in the community. The board members of the corporations are appointed by Town Council and, while they serve in an autonomous fashion, are expected to uphold the goals and objectivities identified by the Council and the adopted Strategic Plan.

If either corporation utilizes Town staff for administrative purposes, Staff members remain responsible to their immediate supervisors and, ultimately, the Town Manager. If either corporation hires its own staff, those staff members are responsible to the board of directors.

The Little Elm Economic Development Corporation (EDC, 4A) is charged with attracting new commercial business, new tourism opportunities and new jobs to Little Elm.

The Little Elm Community Development Corporation (CDC, 4B) is tasked with the promotion and development of new or expanded business enterprises, parks, and other community projects.

COUNCIL APPOINTED COMMITTEES

From time to time, Council will appoint advisory committees and/or task forces on specific topics to offer ~~citizen~~**resident**s an extraordinary opportunity to participate in the Town's governmental affairs and influence public policy in many areas.

ROLES AND RESPONSIBILITIES

Board, Commission, and Committee Members shall:

- Focus on the Vision, Strategic Goals, and Long Term Objectives identified in the Council Strategic Plan
- Analyze community needs, program alternatives, and available resources and arrive at meetings well-informed and prepared
- Make timely and courageous decisions that are based on community goals and interest, and not based on personal or political ambitions
- Participate in meetings



Date: 05/21/2024
Agenda Item #: 4. E.
Department: Administrative Services
Strategic Goal: Ensure strong relationship within the community and region
Staff Contact: Mayor Curtis J. Cornelious

AGENDA ITEM:

Present, Discuss, and Consider Action on **Annual Council Member Appointments.**

DESCRIPTION:

The Council adopted updates to the Governance Policy on November 7, 2023, to clearly define the process for the Council to select the Mayor Pro Tem and Council Liaisons. The Governance Policy states the following:

“Within 30 days of the General Election, the Council shall select its liaisons to boards, commissions, or committees. Liaisons shall serve a term of one year. Prior to each selection process, each Council Member shall submit a questionnaire expressing their desired appointments, qualifications, and availability. The Mayor may put forth a proposal of appointments to the Council using information received from the questionnaire. The Council will receive the proposal and the results from the questionnaire prior to the meeting where appointments are considered. No more than two Council Members including the Council Liaison shall serve on each board, commission, and/or committee at one time.”

Per the Policy, the selection of the Mayor Pro Tem follows the same process.

As soon as the Town Secretary received the final election totals from Denton County on Monday, May 13, 2024, the interest questionnaire was sent to the members and incoming member of the Council gauging the interest and priority ratings of the following positions:

- Mayor Pro Tem
- Deputy Mayor Pro Tem (this is a new position that is under consideration in the Governance Policy)
- EDC Liaison
- CDC Liaison
- P&Z Liaison
- ISD Liaison

- Veterans Committee Liaison
- Youth Council Liaison

All 6 responses were received. After the responses were received, Mayor Cornelious requested a new Liaison position for consideration. This Liaison would work with the volunteers of the Citizens on Patrol and Box 620 programs. An e-mail was sent to Council asking for interest in this Liaison appointment. The results of the interest questionnaire are attached.

After review of the information, Mayor Cornelious created a proposal for the appointments and it is as follows:

- Mayor Pro Tem - Jamell T. Johnson
- Deputy Mayor Pro Tem - Tony Singh
- EDC Liaison - Tony Singh
- CDC Liaison - Andrew Evans
- P&Z/BOA Liaison - Curtis J. Cornelious
- School Board Liaisons - Michel Hambrick, Andrew Evans, Lisa G. Norman
- Veterans Committee Liaison - Jamell T. Johnson
- Youth Council Liaison - Lisa G. Norman
- Box 620/Citizens on Patrol Liaison - Ken Eaken

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff requests direction from Town Council.

Attachments

Council Liaison Questionnaire Results 2024

Name	Mayor Pro Tem	Deputy Mayor Pro Tem	EDC Liaison	CDC Liaison	P&Z/BOA Liaison	School Board Liaison	Veterans Committee Liaison	Youth Council Liaison	Box 620/COP Liaison
Andrew Evans	Yes	Yes	1	2	3	4	5	6	Y
Tony Singh	Yes	Yes	1	3	1	2	2	2	Y
Michel Hambrick	No	No	1	2	5	1	Will Not Serve	Will Not Serve	Y
Lisa G. Norman	Yes	Yes	3	4	Will Not Serve	1	5	2	
Jamell Johnson	Yes	Yes	2	3	6	4	1	5	
Ken Eaken	No	No	1	Will Not Serve	2	Will Not Serve	Will Not Serve	Will Not Serve	Y