



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

**Tuesday, January 21, 2025**

**6:00 PM**

**Little Elm Town Hall**

**100 W Eldorado Parkway, Little Elm, TX 75068**

1. **Call to Order Council Workshop at 6:00 p.m.**
  - A. Present and Discuss the **2025 Look Ahead**.
2. **Roll Call/Call to Order Regular Town Council Immediately Following Council Workshop.**
  - A. Invocation.
  - B. Pledge to Flags.
  - C. Items to be Withdrawn from Consent Agenda.
  - D. Emergency Items if Posted.
  - E. Request by the Town Council for Items to be Placed on a Future Agenda for Discussion and Recognition of Excused Absences.



F. **Presentation of Monthly Updates.**

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

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

3. **Presentations.**

A. Present a Proclamation Recognizing the **Alpha Kappa Alpha Sorority, Incorporated® Omega Alpha Omega Chapter.**

4. **Public Comments**

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

5. **Consent Agenda**

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

A. Consider Action to Approve the **Minutes from the January 7, 2025, Regular Town Council Meeting.**

B. Consider Action to Approve a **Commercial and Residential Solid Waste and Recycling Services Contract with Community Waste Disposal (CWD), Granting CWD Exclusive Rights to Provide Residential and Commercial Solid Waste and Recycling Services, with Rates Set Annually During the Budget Process.**

C. Consider Action to Approve an **Agreement with Paradigm Traffic Systems for the Purchase of Hardware and Applied Information Software to Operate and Monitor 13 Traffic Signals in the Amount of \$117,650.**

- D. Consider Action to Approve the **Proposals from Datavox, Inc. for Installation of Additional Security Cameras at Cottonwood Park.**
- E. Consider Action to Approve a **First Amendment to Parkwood Collision II Development Agreement between the Town of Little Elm and Buckman Partnership LTD.**
- F. Consider Action to **Approve Ordinance No. 1797 Altering the Prima Facie Speed Limits Established for Vehicles under the Provisions of Transportation Code, Section 545.356 upon State Highway No. FM 423 or parts thereof, within the Incorporated limits of the Town of Little Elm as set out in this Ordinance; Repealing all Ordinances in Conflict Herewith; Providing a Penalty of a Fine not to exceed \$200.00 for the Violation thereof; Providing Severability Clause; and Providing for Publication and Effective Date.**
- G. Consider Action to Approve an **Interlocal Agreement between the Town of Little Elm and Riverside DPH, L.P., regarding the Advanced Funding for Improvements to US 380.**
- H. Consider Action to Approve **Planning & Zoning Commissioner Term Extensions.**
- I. Consider Action to Approve **Board of Adjustment Term Extensions.**
- J. Consider Action to Approve **Resolution No. 0121202501 Adopting the Parks, Recreation and Open Space Master Plan.**
- K. Consider Action to Approve a **Budget Amendment for the Economic Development Corporation (EDC) for Acquisition for Redevelopment in the amount of \$3,100,000.**
- 6. **Regular Items.**
  - A. Continue a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1794 Regarding A Request To Amend The Zoning On Approximately 60.599 Acres Of Land, Currently Zoned As A Planned Development Based On Single Family 4 (PD-SF4) District Standards, Through Ordinance No. 1368, Generally Located Northeast Of The Intersection Of Lloyds Road And Bent Brook Road, Within Little Elm's Town Limits, In Order To Amend The Existing Lot Layout In The Concept Plan, Provide A Screening Plan, And Clarify Provided Amenities.**
    - Open Public Hearing: Opened at 7:14 p.m. on December 17, 2024
    - Receive Public Comments:
    - Close Public Hearing:
    - Take Action on Ordinance No. 1794:

- B. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and John Dowdall, of both “2016 Blackhawk 155 Holdings, LTD.” and “OPLE Prairie Oaks Development, Inc.”**
- C. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1796 a Request to Rezone Approximately 2.159 Acres of Land, Currently Zoned as Light Commercial, Generally Located Southwest of the Intersection of East Eldorado Parkway and Castle Ridge Drive, Within Little Elm's Town Limits, in Order to Establish a New Planned Development - Light Commercial District, with Modified Development Standards.**
- Open Public Hearing:
  - Receive Public Comments:
  - Close Public Hearing:
  - Take Action on Ordinance No. 1796:
- D. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Prashanthi Kowkutla, Suma Pavuluri, Sreenivasa Kaparathi, Naveen Kale, the property owners of 1180 East Eldorado Parkway.**

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

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

8. **Reconvene into Open Session**

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

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

- Section 551.087 to discuss Economic Development.

9. **Adjourn.**

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

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

Respectfully,

Town Secretary

**This is to certify that the above notice was posted on the Town's website this 16th day of January 2025 before 5:00 p.m.**



**Date:** 01/21/2025  
**Agenda Item #:** 1. A.  
**Department:** Administrative Services  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Matt Mueller, Town Manager

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**AGENDA ITEM:**

Present and Discuss the **2025 Look Ahead**.

**DESCRIPTION:**

The Town Manager will present an overview to Town Council regarding projects and initiatives that are planned for 2025.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Information only, no action required.

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**Date:** 01/21/2025  
**Agenda Item #:** 3. A.  
**Department:** Administrative Services  
**Strategic Goal:** Ensure strong relationship within the community and region  
**Staff Contact:** Kate Graham, Assistant to the Town Manager

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**AGENDA ITEM:**

Present a Proclamation Recognizing the **Alpha Kappa Alpha Sorority, Incorporated® Omega Alpha Omega Chapter.**

**DESCRIPTION:**

Mayor Cornelious will present a proclamation recognizing the Alpha Kappa Alpha Sorority, Incorporated® Omega Alpha Omega Chapter.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Information only, no action required.

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**Attachments**

2025 Proclamation



## ***Proclamation***

**WHEREAS**, Alpha Kappa Alpha Sorority, Incorporated® was established on January 15, 1908, on the campus of Howard University in Washington, D. C. as the first Greek-letter organization by African American women in America; and

**WHEREAS**, Alpha Kappa Alpha Sorority, Incorporated® is an international service organization with a global membership composed of more than 360,000 distinguished and successful women who serve in their communities; and

**WHEREAS**, the Town of Little Elm is honored to pay tribute to their Founders' Day celebration as the Omega Alpha Omega Chapter join their international organization in celebrating 117 years of service to all mankind as did their Founders in 1908, and

**WHEREAS**, special recognition is due to the Omega Alpha Omega Chapter for their service and support of our community through annual community service, volunteerism, to charitable organizations and programs including , St Arbor Community Garden Adoption and decoration of the Kids Zone, Tree Planting at St Arbor Community Garden, Replenish supplies for teachers and student at DH Brent Elementary School, support of the 3rd Annual Mayors Math Challenge, and HBCU College Fair and Panel at Little Elm High School.

NOW, THEREFORE, we recognize the **Alpha Kappa Alpha Sorority, Incorporated® Omega Alpha Omega Chapter** for their dedication to the residents of Little Elm and we thank them for being on outstanding community partner.

Given under my hand and Seal of the Town of Little Elm, Texas, this 21<sup>st</sup> day of January, 2025.

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Curtis J. Cornelious, Mayor of Little Elm



**Date:** 01/21/2025  
**Agenda Item #:** 5. A.  
**Department:** Administrative Services  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Caitlan Biggs, Director of Administrative Services/Town Secretary

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**AGENDA ITEM:**

Consider Action to Approve the **Minutes from the January 7, 2025, Regular Town Council Meeting.**

**DESCRIPTION:**

The minutes from the January 7, 2025, regular Town Council meeting are attached for approval.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Staff recommends approval.

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**Attachments**

Minutes - January 7, 2025



# DRAFT

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

## REGULAR TOWN COUNCIL MEETING TUESDAY JANUARY 7, 2025 - 6:00 p.m.

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

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

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

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

#### A. Present and Discuss a **Recap of 2024 Events and a Preview of 2025 Events.**

*Director of Tourism & Communications Drew Bailey gave an overview of the item in the attached presentation.*

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

#### A. Invocation.

*Mayor Curtis J. Cornelious gave the invocation.*

#### B. Pledge to Flags.

#### C. Items to be Withdrawn from Consent Agenda.

*None.*

- D. Emergency Items if Posted.

**None.**

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

**None.**

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

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

- **Town Manager Matt Mueller gave an update on the preparations for winter weather.**
- **Strategic Planning Manager Roman May presented the 2024 Strategic Report.**
- **Director of Administrative Services Caitlan Biggs gave an overview of the 2025 General Election.**

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

**None.**

3. **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.**

4. **Consent Agenda**

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

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

**Vote: 7 - 0 - Unanimously**

- A. Consider Action to Approve the **Minutes from the December 17, 2024, Regular Town Council Meeting.**
- B. Consider Action to Approve an **Annual Agreement to Provide Fire Protection and Emergency Ambulance Services to Unincorporated Areas and Special Districts Adjacent to the Town Limits.**
- C. Consider Action to Approve **Resolution 0107202501 Authorizing the Town of Little Elm to Assume Operations and Maintenance Responsibilities for the Eleven (11) TXDOT-Owned Traffic Signals Within the Town Limits.**
- D. Consider Action to Approve a **Change Order to the Cottonwood Sports Complex Improvements Project.**
- E. Consider Action to Approve **Change Order #1 to AUI Partners, LLC for the Cottonwood Park Phase 1 Project.**

**5. Regular Items.**

- A. Continue a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1794 Regarding A Request To Amend The Zoning On Approximately 60.599 Acres Of Land, Currently Zoned As A Planned Development Based On Single Family 4 (PD-SF4) District Standards, Through Ordinance No. 1368, Generally Located Northeast Of The Intersection Of Lloyds Road And Bent Brook Road, Within Little Elm's Town Limits, In Order To Amend The Existing Lot Layout In The Concept Plan, Provide A Screening Plan, And Clarify Provided Amenities.**
  - **Open Public Hearing: Opened at 7:14 p.m. on December 17, 2024**
  - **Receive Public Comments:**
  - **Close Public Hearing:**
  - **Take Action on Ordinance No. 1794:**

Motion by Council Member Michel Hambrick, seconded by Council Member Andrew Evans ***to table this item to the January 21, 2025 Regular Town Council Meeting.***

**Vote:** 7 - 0 - Unanimously

- B. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and John Dowdall, of both "2016 Blackhawk 155 Holdings, LTD." and "OPLE Prairie Oaks Development, Inc."**

Motion by Council Member Ken Eaken, seconded by Deputy Mayor Pro Tem Tony Singh ***to table this item to the January 21, 2025 Regular Town Council Meeting.***

**Vote:** 7 - 0 - Unanimously

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

- Section 551.071 for private consultation with the Town Attorney to 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.***

**7. Reconvene into Open Session**

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

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

**8. Adjourn.**

***Meeting was adjourned at 6:44 p.m.***

Respectfully,

**Caitlan Biggs**  
Town Secretary

Passed and Approved this 21st day of January 2025.



**Date:** 01/21/2025  
**Agenda Item #:** 5. B.  
**Department:** Public Works  
**Strategic Goal:** Ensure excellence in public services while keeping up with the growth in the community  
**Staff Contact:** Jason Shroyer, Director of Public Works

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#### **AGENDA ITEM:**

Consider Action to Approve a **Commercial and Residential Solid Waste and Recycling Services Contract with Community Waste Disposal (CWD), Granting CWD Exclusive Rights to Provide Residential and Commercial Solid Waste and Recycling Services, with Rates Set Annually During the Budget Process.**

#### **DESCRIPTION:**

The Town has maintained a longstanding partnership with Community Waste Disposal (CWD) to provide waste management services for residents and businesses. With the current Commercial and Residential Solid Waste agreement set to expire on February 1, 2025, staff began evaluating the contract during the summer of 2024 to assess service performance, rate structures, and opportunities for improvement. Through comprehensive discussions and negotiations, a new agreement was developed to enhance service delivery while ensuring cost efficiency and price stability for the community.

The updated contract introduces several key features:

1. **10-Year Term:** The contract establishes a 10-year term, offering residents and businesses consistent service levels and predictable pricing over the long term.
2. **Service Levels:** The contract ensures consistent service delivery, including once-weekly trash and recycling collection, twice-monthly curbside bulk pickup, and semi-annual household hazardous waste collection events.
3. **Enhanced Customer Service Processes:** The contract introduces monthly reporting, defined timelines for addressing customer complaints, and several other customer service enhancements designed to elevate the overall quality of service provided to the community.
4. **Annual Rate Adjustment Cap:** Rate adjustments will be capped at 5% annually, protecting the community from significant price fluctuations.
5. **Performance Standards:** The contract incorporates tiered performance standards, ensuring that the contractor meets defined service expectations. If service levels fall below acceptable thresholds, the Town reserves the right to terminate the agreement and seek an alternative provider.
6. **Performance Bond:** A \$500,000 performance bond is included to safeguard the Town. This

bond can be utilized if the contract is terminated due to significant service issues, ensuring financial recourse and continuity of service.

Staff recommends approval of the contract with CWD. The agreement reflects the Town's commitment to delivering reliable, cost-effective waste management services and ensures ongoing collaboration with CWD to address future needs.

**BUDGET IMPACT:**

Rates for these services will be adopted annually as part of the budget process and will be paid for out of the General Fund.

**RECOMMENDED ACTION:**

Staff recommends approval.

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**Attachments**

Contract

## COMMERCIAL AND RESIDENTIAL SOLID WASTE AND RECYCLING SERVICE CONTRACT

This Contract (the “**Contract**” or “**Agreement**”) is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_, with an Effective Date of February 1, 2025, between the Town of Little Elm, Texas, a municipal corporation of Denton County, Texas (hereinafter referred to as “**Town**”), and Community Waste Disposal, L.P. (“**CWD**”), a limited partnership authorized to do business in the State of Texas (hereinafter referred to as the “**Contractor**”). This Agreement, upon its Effective Date, replaces any and all prior agreements between the Town and CWD including, but not limited to, the contract between CWD and the Town which expires on January 31, 2025 (the “**Prior Contract**”).

### SECTION 1 - SCOPE OF WORK

The Town hereby grants and renews to the Contractor an exclusive contract and franchise to use public streets, alleys, and thoroughfares within the corporate limits of the Town to engage in the business of collecting and disposing of residential and commercial solid waste and recyclable materials. This exclusivity applies solely to the collection and disposal of residential and commercial solid waste and recyclable materials. The Contractor shall provide, in a good workmanlike manner, the services called for and described herein, which shall consist of all supervision, materials, equipment, labor, and all other items necessary to provide the Town with complete solid waste and recyclable collection, removal, disposal, and sale of recyclables, and to complete said work in accordance with the provisions hereof.

This Contract does not grant exclusivity for temporary trash services, including but not limited to construction roll-off dumpsters, bulk trash services, or other non-residential and non-commercial waste collection services. The work under this Contract does not include the collection and disposal of any increased volume resulting from a flood, tornado, or similar or different act of nature over which the Contractor has no control. In the event of such flood, tornado, or other act of nature, the Contractor and Town may negotiate the payment to be made to the Contractor, if the Contractor and the Town agree that such increased volume is to be handled by the Contractor. Further, if the Town and the Contractor reach such an agreement, then the Town shall, in good faith, consider granting the Contractor variances in routes and schedules as requested by the Contractor and as are determined to be necessary by the Town.

### SECTION II – DEFINITION OF TERMS

This Contract incorporates by reference all words, terms and phrases that have been defined by the Texas Commission on Environmental Quality (“**TCEQ**”) in Title 30, Part 1, Chapter 330, Subchapter A, Rule §330.3 (Definitions) of the Texas Administrative Code (“30 TAC 330”), as such terms are currently defined or as they may be defined by the TCEQ in subsequent promulgations of 30 TAC 330. Such words, terms and phrases shall have the meanings as defined in 30 TAC 330 unless the context used in this Contract clearly indicates otherwise. Subject to the foregoing, whenever in this Contract the following terms are used, they shall be defined as follows:

**Bulk Waste** – Includes stoves, refrigerators/freezers with Freon removed certificate, water tanks,

washing machines, other white goods, furniture, and other house hold items, including carpet. Also includes yard waste, bundled or bagged, as well as small quantities of construction debris.

Commercial Business – Includes all retail, professional, wholesale and industrial facilities and any other commercial enterprises and non-profit organizations. Also includes all apartment (multi-family) dwellings with greater than two units.

Commercial Poly-Cart Collection - Shall mean automated pick up as performed for residential units for commercial accounts. Commercial Poly-Cart Collection volume shall be limited to four Poly-Carts per pick up; larger demand will require a Dumpster.

Commercial Business – Shall mean any retail, professional, service industry, or other non-residential enterprise business.

Construction Debris – Waste materials resulting from construction, remodeling, repair, or demolition operations; typically collected in roll-off bins without lids and which qualifies for disposal at a Type IV landfill. *See also* 30 TAC 330.3(33).

Contract Administrator – The Director of Public Works for the Town is designated as the Contract Administrator.

Curbside Collection – Curbside refers to that portion of the right of way adjacent to and not exceeding three (3) feet from the paved or traveled roadways, including alleys. The Town will require its residential customers to place all Bulk Waste and Poly-Carts at curbside for collection except for qualifying households as noted herein.

Dumpster or Bin – An enclosed, hinged lid, water tight metal receptacle of at least 2 cubic yards capacity designed to be emptied by mechanical means for use at Commercial and Industrial Businesses. Dumpsters are required to be kept inside a gated enclosure at all times.

Exhibit “A” – The Contractor’s cost proposal outlines the total costs for the services provided under the contract, including but not limited to fees for residential and commercial solid waste collection, disposal, recycling, and any other specified services. Exhibit "A" will be reviewed, updated, and modified on an annual basis as part of the Town’s adoption of the Solid Waste Ordinance.

Exhibit “B” – The Contractor’s proposed recycling revenue-sharing model with the Town outlines the revenue generated from recycled commodities. This document is used to assess the overall value of the tonnage collected from the Town. It will be reviewed annually to determine whether the Town will receive a share of the recycling revenue.

Garbage - Includes all waste and accumulation of animal, fruit or vegetable matter that attends or results from the preparation, use, handling, cooking, serving or storage of meats, fish, fowl, fruit, vegetable matter, of any nature whatsoever which is subject to decay, putrefaction and the generation of noxious and offensive gases or odors. Also includes dead animals of less than 15 pounds. *See also*



30 TAC 330.3(56).

Generator – Any person who produces solid waste, or owns or occupies property upon which solid waste is produced.

Household Hazardous Waste (HHW) - Is the term for common household chemicals and substances for which the owner no longer has a use. These substances exhibit many of the same dangerous characteristics as fully regulated special hazardous waste due to their potential for reactivity, ignitability, corrosivity, toxicity, and persistence; however due to small quantities and diluted strength found in household chemicals, they pose no extraordinary risk and require no extraordinary precautions. Examples include drain cleaners, oil, paint, motor oil, antifreeze, fuel, poisons, pesticides, herbicides and rodenticides, fluorescent lamps, lamp ballasts, smoke detectors, medical waste, some types of cleaning chemicals, and consumer electronics (such as televisions, computers, and cell phones).

Industrial Business – Includes establishments generating waste accumulations of metal, metal products, minerals, chemicals, rock, etc.

Poly-Cart, Garbage/Refuse - A solid grey colored 90/95-gallon rollaway cart made of durable plastic with two wheels, hinged lid, and capable of holding 175 pounds of Solid Waste.

Poly-Cart, Recycle - A solid blue colored 90/95-gallon rollaway cart made of durable plastic with two wheels, hinged lid, and capable of holding 175 pounds of Recyclables.

Residential Unit – A single-family dwelling, or multi-family dwelling having two dwelling units or less, by a person or group of persons included, but not limited to, manufactured, modular and industrialized housing, single-family dwellings, and duplex dwellings. Mobile home parks, apartment complexes or other such housing facilities utilizing community Dumpsters shall be considered Commercial Businesses.

Recyclables – Includes all dry newspapers (including inserts), phone books, magazines, catalogs, office paper, junk mail, plastic with recycle numbers 1–5 and 7 clearly marked on the plastic, aluminum cans, tin/steel cans, empty steel aerosol cans, unbroken glass bottles and jars, broken down cardboard and aseptic containers.

Refuse – Non-putrescible Solid Waste consisting of both combustible and noncombustible waste materials; including paper, rags, cardboard, cartons, wood and wood byproducts, furniture, rubber, plastics, yard trimmings, leaves, and similar materials. Also includes glass, crockery, tin cans, aluminum cans, metal furniture, and like materials. This excludes Construction Debris.

Roll-off Container – A large metal container, open or closed top, which can be rolled on to the back of a specially designed haul truck. Size of containers may range from 20 to 40 cubic yards. Includes compactor attachments where desired by Commercial Business.

Single Stream Recycling – Includes approved Recyclable materials placed or deposited together into a Recycle Poly-Cart without separating such materials.

Solid Waste – Includes garbage, refuse/trash, construction materials, and bulk waste. *See also* 30 TAC 330.3(145).

Special Hazardous Materials - Shall mean that classification of wastes that are hazardous by reason of their pathological, explosive, radiological or toxic characteristics, and as otherwise defined by applicable law and regulation. There is no requirement for the Contractor to collect or dispose of special hazardous waste material. *See also* 30 TAC 330.3(148).

Yard Waste - Shall mean tree branches, brush or shrubs, green leaf cuttings or cut grass; usually created in the care of lawns and yards, which will not fit into a Poly-Cart.

### **SECTION III - RESIDENTIAL AND COMMERCIAL SOLID WASTE AND RECYCLING COLLECTION SERVICES**

#### **A. Equipment**

The Contractor will furnish, during the period of this Contract, a sufficient number of Residential and Commercial type trucks and equipment to meet the requirements of the Contract contained herein. All equipment must be maintained in clean, good working order, free of any fluid leaks, and the exterior shall be free of rust and major damage. .

All Dumpster containers requested by commercial customers shall be maintained by the Contractor in good condition, free of rust, and water tight.

All trucks, equipment, and Dumpster containers shall bear the name of the Contractor and a local or toll-free phone number for the Contractor, prominently displayed in a clear and legible manner, with phone numbers and letters legible from 150 feet and with individual unit numbers.

#### **B. Office, Office Hours, and Contact Requirements**

The Contractor shall maintain an office at a fixed location and shall maintain a local or toll-free phone number at such office specifically designed to intake Little Elm citizen calls for service as well as dispatch the Contractor's personnel to resolve Little Elm citizen issues. The phone may have an auto-attendant feature so long as a "live person" answers 80% of all calls within one minute between the hours of 8am and 5pm on each day residential service is being provided Monday through Friday and 8am – 2pm on Saturday. After hours, the phone shall have the capability to receive and record after hour calls. The Contractor shall be responsible for answering and returning all after hours calls the next business day. The Contractor is responsible for maintaining a telephone listing in a local directory.

The Contractor shall maintain an up-to-date internet website as well as an online, electronic method for Little Elm citizens to register any complaints or comments about the service received from the Contractor 24/7.

#### C. Complaints

The Contractor is responsible for receiving all inquiries and complaints related to the terms of this Contract for all Little Elm customers as well as resolving said complaints. The Contractor shall maintain a written or digital log of all citizen complaints and file a copy of the written log with the Contract Administrator monthly. The Contractor shall respond to all customer complaints within twenty-four (24) hours of notification to the Contractor and shall use its best efforts to resolve them to the satisfaction of the customer. The Contractor's failure to promptly remedy complaints will be considered a breach of Contract, and may subject the Contractor to liquidated damages. The Contractor shall submit monthly reports of the complaint log to the Contract Administrator by the 25<sup>th</sup> day of following month. The register shall indicate the date and hour on which the complaint was received and the date and hour on which it was addressed.

#### D. Missed Service

If excess trash accumulates in or around a residential or commercial receptacle—including trash carts, dumpsters, or dumpster enclosures—due to a missed pickup by the Contractor, it is the Contractor's responsibility to promptly address and resolve the issue. This includes providing the necessary additional service to remove the accumulated waste and ensure the area is cleaned to its original condition.

The intent of this requirement is to prevent potential health and safety hazards, maintain the aesthetic appearance of the property, and ensure that residents and businesses are not unduly burdened by disruptions in service. The Contractor is expected to respond swiftly and efficiently to these situations to minimize any inconvenience caused by the missed pickup.

#### E. Residential Collection

The Contractor shall provide, without cost to either the customer or the Town, all residential customers a minimum of one 90/95-gallon BLUE recycling Poly-Cart and one 90/95-gallon GREY solid waste Poly-Cart. Additional Poly-Carts, as requested by the customer, will also be provided in a like manner. Damaged or worn Poly-Carts, other than intentional destruction, will be replaced at no cost to the Town or the customer.

Curbside Solid Waste Poly-Cart services will be provided to all residences once per week on a collection schedule that is mutually agreeable to the Town and the Contractor.

Curbside non-separated, single stream Recycling Poly-Cart services will be provided to all residences once per week on a collection schedule that is mutually agreeable to the Town and the Contractor, but on the same day of the week as Refuse collection.

Curbside Bulk Waste collection services will be provided to all residences twice monthly on a collection schedule mutually agreeable to the Town and the Contractor.

The Contractor agrees to pay the costs of production and mailing notifications to all customers of any service changes (other than temporary) and collection day changes that may arise during the term of this Contract.

Qualifying households with no able-bodied person to move Poly-Carts from the residential house to the curb will be serviced by the Contractor as any other residential customer so long as said Poly-Carts are visible from the street. The Contractor's employee will move the Poly-Cart to and from the street for servicing. Should the number of qualifying households exceed twelve, the Town and the Contractor will mutually agree to an additional charge for this service.

The Town agrees to adopt and enforce rules that will require each resident to place each Poly-Cart curbside in a manner that facilitates automatic collection of said waste. The Contractor may decline to collect any Poly-Cart not so placed in accordance with the Town's adopted rules. If the Contractor declines to collect an improperly placed poly-cart, they shall take photos and submit them to the Contract Administrator. The Contractor and Town will agree to alternative placement in the event construction within the right of way or alley limits normal placement.

Lost or Damaged Poly-Carts: The Town will hold customers responsible for the replacement costs of poly-carts that are lost or damaged due to factors other than normal wear and tear. However, residents are not responsible for carts that are stolen or damaged due to routine trash collection operations. In cases of theft or damage caused by collection activities, the Town or its service provider will cover the cost of repair or replacement. Residents simply need to report the issue, and a replacement cart will be provided without charge.

#### F. Commercial Collection

The Contractor shall provide container (Dumpster or Poly-Cart) collection service for the collection of commercial and industrial solid waste to commercial and industrial accounts according to individual agreement, but not less than once per week service. The Contractor shall work with each commercial and industrial customer to arrive a mutually agreeable size and frequency of Dumpsters and its collection. The Contract Administrator shall have final say in size and frequency should the dumpster size and collection not match with volume of solid waste disposal.

Commercial and Industrial customers may optionally elect to participate in the Town's single stream recycling program in accordance with the fee schedule attached hereto as Exhibit A. The Contractor may also supply roll-off container service and compactor container service in accordance with the fee schedule attached hereto as Exhibit A.

The Town requires all Dumpsters to be screened on three sides with a gate. The Contractor agrees, when emptying dumpsters, to place the dumpster back inside the enclosure and securely close

the gate. Failure to do so will result in loss of fees for that incident(s). The Contractor shall not place any dumpster outside of an approved enclosure without specific written approval from the Contract Administrator.

As part of the monthly report submitted to the Contract Administrator, the Contractor shall document any issues affecting commercial service that prevent or hinder dumpster servicing. This includes noting details such as whether enclosure doors are open or closed, overloaded dumpsters, additional bulk trash or waste around the dumpster enclosure, and any damage to the enclosure. Overloaded Dumpsters are subject to an overage fee as outlined in Exhibit A. Commercial customers will be provided one (1) warning prior to the fee going into effect and Contractor will provide sufficient evidence of the overloaded occurrence if requested.

#### G. Both Residential and Commercial Collection

##### *Spillage and Litter*

The Contractor shall not litter the serviced premises or the public rights-of-way in the process of making collections. The Contractor shall not be required to collect any waste material that has not been placed in approved Poly-Cart or Dumpster. During collection and hauling, all solid wastes shall be contained, tied, or enclosed so that leaking, spilling or blowing is prevented. In the event of spillage by the Contractor on the ground or pavement, the Contractor shall promptly clean up spilled litter and debris. The Contractor is further responsible for cleanup of any spilled fluids from the collection vehicle.

##### *Hours of Operation*

In no circumstances shall any residential collection begin before 7:00 a.m. and collection shall cease no later than 8 p.m. Commercial collection may take place outside the previously stated time windows, so long as the collection does not occur within 500 feet of the nearest residential unit. Extended hours may be permissible during an emergency or otherwise unforeseeable event with approval from the Contract Administrator.

##### *Collection Routes*

The Contractor agrees to establish routes that provide the most efficient collection possible and shall not significantly change said route without prior approval of the Contract Administrator. The Town shall require the Contractor to collect both Solid Waste and Recycle Carts from those homes fronting on flexible base pavements between 7am and 10 am on their scheduled collection days.

#### H. Waste Disposal

The Contractor shall be responsible for proper and safe transportation of collected solid waste and recyclables to state approved and licensed disposal sites. The Contractor shall notify the Town in writing of said locations upon the initial signing of this Contract and any subsequent changes in

location(s). The Contractor is not required to collect or dispose of any materials or substances that may not be lawfully disposed of in a State approved Type I or Type IV Landfill; except those materials collected in the Town's semi-annual "clean and green" type events.

#### I. Compensation to The Contractor

1. Residential Billing - Residential billing, collection, and remittance of state sales tax are the responsibility of the Town. The Town shall bill residential units (customers) directly and shall pay the Contractor the rates set forth in rate schedule in Exhibit A. In consideration of the services rendered to residential accounts under the Contract, the Town agrees to pay to the Contractor on or before the 25th of each month for the preceding ending calendar month during the term of this contract. The Town will provide to the Contractor a summary statement of active customer count and service unit (refuse and recycle poly-carts) which will be the basis for the Contractor's monthly invoice to the Town. The Contractor will be paid on the basis of billing, and not collection. The Contractor shall have no claim on deposits collected by the Town for water and sewer utility customers.

2. Commercial Billing – The Contractor shall directly bill monthly all regular commercial and industrial customers in accordance with the rate schedule attached hereto as Exhibit A, and remit to the Town franchise fees equal to 15% of gross commercial and industrial billing on a quarterly basis. Franchise fees will be remitted by the 25<sup>th</sup> of the month for the preceding ending calendar quarter. The Town shall have the right to audit the Contractor's billing procedures, the Contractor's list of commercial and industrial customers and the fees being charged to each. The Contractor agrees to collect and remit all appropriate sales taxes on Commercial and Industrial accounts to the State Comptroller's Office with the sales tax situs to be located in Little Elm. The Town shall approve the fee schedule for all commercial and industrial solid waste disposal as an attachment to this contract shown as Exhibit A. The Town and the Contractor acknowledge the rates shown include the Contractor's cost of billing and collections. The commercial and industrial customers billing will reflect the total amount billed, without segregation of the franchise fee or billing fee shown on the bill. The Town will be paid on the basis of billings, not collection. The Contractor shall have no claim on deposits collected by the Town.

3. Annual Cost Adjustments – All rates charged by Contractor will be subject to an Annual CPI Adjustment. The first annual adjustment will be effective twelve (12) months from the contract date, and subsequent adjustments will be made each year through the term of the contract. The Annual Adjustment will be applicable to all charges for Trash, Recycling, and other services for both residential and commercial services as contained in the contract. Rates and fees will be adjusted by the Contractor for the second and subsequent Contract years for the term of the contract, based on the indices and methodology as described below. If any index defined herein shall not be determined and published or if any index as it is constituted on the Contract Date is thereafter substantially changed, there shall be substituted for such index another index which is determined and published on a basis substantially similar to the index being replaced as shall be mutually agreed upon by the Town and the Contractor. The percentage breakdown among the three components of the annual adjustment (CPI, CNG Fuel

and Disposal) will vary based on the type of service rendered (System) and can be found on the System Chart below. Annual Cost Adjustment is not based on service performance and will not be unreasonably withheld or denied. The Annual Cost Adjustment for Qualifying Years shall not exceed an increase of five percent (5%) in any given year. Any Annual Cost Adjustment Request that exceeds the five percent (5%) limit shall be deferred to the subsequent year. The excess amount above five percent (5%) shall be carried over indefinitely to future years; however, the cumulative increase resulting from such adjustments shall not exceed five percent (5%) for any single adjustment period. Furthermore, any Annual Cost Adjustment Request that surpasses the five percent (5%) threshold shall be classified as an Extraordinary Increase and will be subject to the provisions outlined in the subsequent paragraph.

### ***Extraordinary Increase***

In addition, an additional extraordinary increase ("Extraordinary Increase") may be requested by Contractor. An Extraordinary Increase must be for fees or expenses not already accounted for in the Annual Increase, and may only be requested when a future extraordinary fee, expense, law, or, regulation makes the provision of the services by Contractor called for by this Contract not economically feasible for Contractor. In support of any Extraordinary Increase, Contractor shall furnish evidence as to the need for the Extraordinary Increase to the Town Manager, or designee. For any Extraordinary Increase in the Rates, if the Town Manager agrees with the increase proposed by Contractor, then the Town Manager will recommend acceptance of the Extraordinary Increase to the Town Council for its approval, disapproval, or modification. If the Town Manager does not agree with the Extraordinary Increase, Contractor and the Town Manager, or designee, will attempt in good faith, including non-binding mediation, to agree to an amount of the Extraordinary Increase that the Town Manager will recommend to the Town Council. If an agreement is reached, Town Manager will recommend the agreed upon Extraordinary Increase to the Town Council for its approval, disapproval, or modification. If no agreement can be reached, the Town Manager will submit Contractor's proposed Extraordinary Increase to the Town Council for its approval, disapproval, or modification. The parties agree to negotiate in good faith regarding any Extraordinary Increase.

#### **(a). CPI (see System Chart for %)**

The basis for the CPI component of the annual increase will be the increase in the "Consumer Price Index - All Urban Consumers", all items (not seasonally adjusted) **less Energy**, for the Dallas-Fort Worth, TX Area as published by the U.S. Department of Labor Bureau of Labor Statistics. The Contractor has designated (*see System Chart for amount*) % of fees and charges to be adjusted by the CPI index. For the Annual Cost Adjustment to be effective on the first anniversary of the contract date, the Base or previous CPI index will be the most recent index published two (2) months prior to the date of the contract, and the Current CPI Index will be the most recent Index published two (2) months prior to the current year's contract anniversary date. For subsequent years the Base CPI will be the previous year's "Current Index Value" and the Current CPI Index will be the most recently published Index two (2) months prior to the current year's contract anniversary date.

(b). CNG Fuel (see System Chart for %)

The CNG Fuel portion of the Annual Adjustment will be determined using the increase in the Henry Hub Natural Gas Spot Price (Dollars per MMBTU) as published by the Energy Information Administration of the U.S. Department of Energy (<https://www.eia.doe.gov/dnav/ng/hist/rngwhhdm.htm>). The contractor has designated (see System Chart for amount) % of fees and charges to be adjusted by the CNG Fuel index. For the Annual Cost Adjustment to be effective on the first anniversary of the contract date, the Base or Previous CNG Fuel Index will be the average Henry Hub Natural Gas price per MMBTU for the most recent three (3) month period ending two (2) months prior to the date of the contract. The Current CNG Fuel Index will be Henry Hub Natural Gas price per MMBTU for the three (3) month period ending two (2) months prior to the contract anniversary date. For all subsequent years of the contract the Base or Previous CNG Fuel Index will be the previous year's "Current Index Value", and the Current CNG Fuel Index will be the average Henry Hub Natural Gas price per MMBTU for the three-month period ending two (2) months prior to the current years contract anniversary date.

(c). DISPOSAL (see System Chart for %)

The Disposal portion of the Annual Adjustment will be determined using the increase in the CWD gate rate price for the Camelot Landfill. The Contractor has designated (*see System Chart for amount*) % of fees and charges to be adjusted by the Disposal rate changes. The Current Disposal Index will be the Camelot Landfill gate rate in effect on the Effective Date of this Agreement. For all subsequent years of this Agreement, the Base or Previous Index value will be the previous year's "Current Index Value." In the event that the designated landfill closes or is no longer available to CWD, a new Landfill Cost per ton will be calculated utilizing the substituted Landfill's rate per ton, plus any additional costs associated with increased time in/out of the new landfill, and increased travel to the new landfill. The Town reserves the right to reject the proposed new landfill if it determines that the selected landfill does not serve the Town's best interests. In such a case, the Town may designate an alternative landfill for the Contractor to use.

## SYSTEM CHART

	Front Load Trash	Roll Off Trash	Roll Off Excessive Weight	Residential Trash	Recycle
<b>CPI</b>	68%	56%	0%	74%	88%
<b>CNG Fuel</b>	3%	2%	0%	3%	4%
<b>Disposal</b>	29%	42%	100%	23%	8%
<b>Total</b>	100%	100%	100%	100%	100%



### EXAMPLE (Residential Trash)

Contractors Base Fee Adjustment Indices	Index Percentage	Previous (Base) Index Value	Current Index value	Change in Index Value	Index Percentage Change	% Applied to Annual Cost Adjustment
Consumer Price Index	74%	287.504	298.152	10.648	3.70%	2.74%
CNG Fuel Cost	3%	\$3.515	\$3.912	\$0.397	11.29%	0.34%
Disposal Cost	23%	\$32.00	\$32.50	\$0.50	1.56%	0.36%
Annual Adjustment	100%					3.44%

#### J. Annual Poly-Cart and Dumpster Audit

As requested by the Town, the Contractor and Town mutually agree to assign the necessary personnel to count the number of Poly-Carts being placed on curb and confirm count matches billing records. In a like manner, the Contractor and Town will document the size and frequency of every Dumpster, and then confirm this count matches billing records. Unless there is proof of fraud on the part of the customer, the “true up” count will only affect billings and collections to all parties going forward.

### SECTION IV – PERFORMANCE STANDARDS

#### A. Liquidated Damages

The Contractor understands that providing high-quality, reliable service is essential to this contract and that the harm to the Town caused by a breach of the contract is incapable or difficult of estimation. Contractor agrees that the amount of liquidated damages set forth in this contract is a reasonable forecast of the compensation that would be due to the Town in the event of a breach of the contract and that the imposition of liquidated damages is not punitive in nature, either in design or operation, and that such liquidated damages is an acceptable measure of damages that the parties have stipulated to in advance that may be assessed in the event of a contract breach. The following service failures may result in liquidated damages:

##### 1. **Customer Service Responsiveness**

- Customers who contact the Contractor by 12:00 pm on the scheduled service day shall receive same-day service.
- If contacted after 12:00 pm, and the route driver is still in Town, same-day service will apply. If the driver has left Town, service will occur the next scheduled business day.

- Customers who report issues the day after the scheduled service day will receive same-day service if reported by 12:00 pm, or next scheduled business day service if reported after 12:00 pm.
- 2. Violation of the Law**
  - \$500.00 per incident of a violation of any local, State or Federal regulation.
- 3. Missed Collections**
  - \$50.00 per address when two or more documented missed collections occur within a 90-day period.
- 4. Spillage or Leakage Cleanup**
  - \$20.00 per incident if the Contractor fails to clean up vehicle-related leakage within 24 hours of notice. Spillage due to resident disposal of prohibited substances (e.g., oils, chemicals, solvents) is excluded, and cleanup costs will be invoiced to the Town upon written request.
  - \$100.00 for each incident of failing to maintain vehicles or other equipment in a manner which prevents leaks, spills, odor or other nuisances.
- 5. Route Completion Requirement**
  - \$150.00 for failing to complete at least 98% of scheduled collections in one day.
- 6. Reporting Obligations**
  - The Contractor must report all chargeable incidents to the Town within 24 hours.
- 7. Cumulative Charges and Cap**
  - Charges are not cumulative beyond a \$545.00 daily maximum. No charges will apply if 99% of routes are completed each quarter by 7:00 pm, provided the Contractor notifies the Town of issues on the same day and completes scheduled collections within the day.
- 8. Liquidated Damages Threshold**
  - No liquidated damages will apply if missed collections remain below 0.6 per 1,000 service opportunities, averaged over six months.
- 9. Annual and Quarterly Charge Limits**
  - Charges shall not exceed \$11,680 in any three-month period or \$23,361 in any twelve-month period.
- 10. Force Majeure Clause**
  - Liquidated damages, penalties, or other charges will not apply if service is impacted by events of Force Majeure as defined in this Agreement.
- 11. Billing Process**
  - The Town may invoice the Contractor for liquidated damages; however, charges will not be deducted from the Contractor's invoice.
- 12. Notification and Response**
  - The Contract Administrator will notify the Contractor in writing of each service issue as soon as practicable. The Contractor must either resolve the issue or provide a written resolution plan to the Town within 24 hours.

## **B. Escalated Damages**

In the event that service performance quickly deteriorates, the Contractor understands it may be difficult for the above stated Liquidated Damages to effectively compensate the Town for services unrendered. The following Escalated Damages procedures may be implemented to protect the Town's interest in lieu of Liquidated Damages.

### **1. Escalated Damages Threshold**

- Should the missed collections exceed 1.20 per 1,000 service opportunities, averaged over a three (3) month period, all Liquidated Damages and Charge Limits stated in Section A above shall double in value

### **2. Duration & Cure**

- Such Escalated Damages shall remain in effect until missed collections go below 1.20 per 1,000 service opportunities averaged over a 7-day period (Contractor Cure), at which time Liquidated Damages would apply.

### **3. Reinstatement**

- If missed collections exceed 1.20 per 1,000 service opportunities over a 7-day period during the subsequent three-months after Contractor Cure, Escalated Damages will be reinstated. **Billing & Force Majeure**
- The Town may invoice the Contractor for liquidated damages; however, charges will not be deducted from the Contractor's invoice.  
Escalated Damages, penalties, or other charges will not apply or counted toward service performance if service is impacted by events of Force Majeure as defined in this Agreement.

## **SECTION IV – SPECIAL PROVISIONS**

### **A. Clean and Green Events**

Twice per year on dates mutually agreeable to the Contractor and the Town; the Contractor agrees to partner with the Town to provide sufficient staff, equipment, and bins to support the collect and dispose of the following items:

- Household Hazardous Waste
- Used Electronics, including computer components, electronic devices, and old television sets

The Contractor may reject unusually large volumes of HHW. Unusual Volumes would be:

- Any one material where the accumulated weight exceeds 500 pounds.
- Any one material where the accumulated volumes exceed one cubic yard.
- Any multiple items that accumulated volume exceeding four cubic yards.

The Contractor may reject unusually large volumes of E-Waste. Unusual Volumes would be any multiple items that accumulated volume exceeds 4 cubic yards. The Contractor may charge residents directly for the recycling of Cathode-Ray Tubes (CRTs). Charge should be a passthrough cost only.

The Contractor may reject unusually large volumes of tires. Unusual Volumes would be more than four tires.

Should the Town decide to not to hold these “Clean & Green” type events, or to provide these special collection events in a different manner, the Town will give the Contractor six months written notice.

#### B. Holidays

The following shall be designated Contractor holidays for purposes of this Contract:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

The Contractor may decide to observe any or all of the above holidays by suspension of collection services on the holiday. In the event the Contractor decides to suspend collection services on any holiday, the Contractor shall give the Town 30 days’ notice prior to such suspension and the Contractor shall prominently post notices 5 days in advance at all public street entrances to affected neighborhoods. In no event, however, will the Contractor go more than 2 days beyond a regular pick-up day due to a holiday.

#### C. Service Collection for Town Owned, Leased, or Operated Facilities

The Contractor shall provide Poly-Carts and Dumpsters as required by the Town and not less than weekly collection of Solid Waste and Recyclables free of charge to all Town owned, leased, or operated facilities including all buildings, parks, athletic fields. Single stream recycling Dumpsters and/or Poly-Carts will be furnished to all buildings.

#### D. Special Events

The Contractor shall provide free of charge collection and disposal of all Solid Waste and Recyclables following all Town sponsored or co-sponsored Special Events. The Contractor shall also provide suitable temporary collection bins in quantities requested by the Town for all Special Events at no charge.

#### E. Promotional and Educational Flyers

During each contract year the Contractor shall expend an amount not less than Fifteen Hundred Dollars (\$1,500) for the implementation and designing of yearly educational flyers for residents of the Town. The Contractor shall promote recycling and provide educational seminars where appropriate in various civic organizations and schools. Such events and informational flyers shall be coordinated with the Contract Administrator.

#### F. Recycle Revenue Sharing

The Contractor and the Town agree to a minimum revenue share of 60% for the processing of recyclables, with the Town receiving 60% of the revenue generated from the sale of recyclables when the blended commodity values, minus processing costs, result in a net positive number. Per ton rebate cannot exceed \$40 per ton. In the event that the blended commodity values minus processing costs result in a negative number, the Town will not be charged for this negative value, and no funds will be due to the Town from the Contractor for such negative commodity value. Any negative values will carry forward and must be brought back to zero before compensation to the Town begins or resumes. The commodities pricing is determined by highly respected national journals that regularly determine the value of each material we will be collecting from the residents. This price is applied to the EXHIBIT B to determine the overall value of the tonnage collected from your community.

If the Contractor determines that a sustainable market for any recyclable commodity is no longer available, the Contractor shall promptly notify the Town and request to remove that commodity from the list of accepted materials. For example, if a glass buyer in Midlothian, Texas, is no longer willing to accept glass from the Contractor, the Contractor would have no sustainable market for that commodity. In such cases, the Town shall consider the request in good faith and shall not unreasonably deny the request if the Contractor provides supporting information. The Town may, but is not obligated to, take steps to verify any information related to the composition of the recycling stream and the market value of commodities.

Additionally, if the value of any recyclable commodity falls below zero dollars, the Contractor may request that the Town remove the commodity from the accepted materials list. The Town shall promptly consider this request and shall not unreasonably deny it, provided the Contractor provides supporting information. Again, the Town may choose to verify any relevant information but is not required to do so.

### **SECTION V – LEGAL**

#### A. COMPLIANCE WITH LAW

The Contractor shall conduct operations under this Contract in compliance with all applicable Laws, Regulations and Ordinances; provided, however, should any applicable Laws, Regulations or Ordinances conflict with the operations of the Contractor pursuant to this Contract, the Town agrees to

negotiate in good faith with the Contractor such amendments and revisions to this Contract as the Contractor shall justify as reasonable and necessary because of such Laws, Regulations and Ordinances.

**B. INDEMNITY**

The Contractor agrees to and does defend, indemnify and hold Town, its officers, agents, and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought that may arise out of or be occasioned by the Contractor's intentional or negligent breach of any of the terms or provisions of this Contract, or by any other negligent or strictly liable act or omission of the Contractor, its officers, agents, employees or subcontractors, in the performance of this Contract; except that the indemnity provided for in this paragraph will not apply to any liability resulting from the sole negligence or fault of Town, its officers, agents, employees or separate contractors, and in the event of joint and concurring responsibility of the Contractor and Town, responsibility, if any, shall be apportioned comparatively in accordance with the law of the State of Texas, without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, control or otherwise, to any other person or entity.

**C. NONDISCRIMINATION**

The Contractor shall not discriminate against any person, including but not limited to its employment practices and its provision of services under this Agreement, because of race, sex, age, creed, color, religion or national origin, or physical disability as defined by the Americans with Disabilities Act.

**D. EFFECTIVE DATE**

This Contract shall be deemed effective midnight, February 1, 2025.

**E. TERM**

Subject to the earlier termination of this Contract as provided for herein, this Contract shall be for a ten (10) year period beginning the Effective Date and ending ten (10) years thereafter. The initial ten (10) year term of this Contract may be extended by written mutual agreement of both parties.

**F. CONTRACTOR'S PERSONNEL**

The Contractor shall employ only such superintendents, foremen, and workmen who are careful and competent and fully qualified to perform the duties or tasks assigned to them. All employees of the Contractor and/or its subcontractors, if any, shall comply with all applicable laws and regulations, and shall have sufficient skill, ability, and experience to properly perform the work assigned to them and operate any equipment necessary to properly carry out the performance of their assigned duties. The Contractor agrees to maintain a work environment free from the use, possession,

distribution and influence of controlled substances, alcohol, intoxicants, narcotics or other mind-altering substances (referred to hereinafter as drugs and alcohol) and to prohibit employees from using, possessing, distributing or being under the influence of drugs or alcohol at any time within the course and scope of their employment. The Contractor shall keep on file with the Town a copy of its most current substance abuse policy. The Contractor shall assign a qualified person or persons to be charge of its operations in the Town and shall give the name or names of such person or persons to the Town. Each officer, employee, or agent of the Contractor shall, at all times, carry a valid, legally sufficient Texas driver's license for the type of vehicle they are driving. The Contractor shall provide reasonable sufficient operating and safety training for all personnel and agents of the Contractor.

#### G. STANDARD OF PERFORMANCE

Notwithstanding any other provision of this Contract, if at any time the Contractor shall fail to reasonably perform any term, covenant or condition herein set forth, the Town may notify the Contractor of specific reasons in support of the Town's claims that the Contractor has failed to so perform. The Contractor shall be allowed a thirty (30) day period from the date of receipt of said notice from the Town to remedy any failure to perform.

If the Contractor fails, in the reasonable opinion of the Town, to remedy such failure to perform, the Town Council shall conduct a public hearing on such failure to perform and the Contractor shall be allowed to present its position and shall be given full opportunity to answer such claims as are set out against it in the aforesaid notice. A notice of such public hearing shall be given to the Contractor at least ten (10) days prior to the date of the hearing. The notice shall specify the time and place of the hearing and shall include the specific reasons in support of the Town's claim that the Contractor has failed to reasonably perform the terms and provisions of this Contract.

If, after said public hearing, the Town Council makes a finding that the Contractor has failed to comply with this Contract, or has otherwise reasonably failed to perform its duties hereunder, the Town Council may terminate this Contract.

#### H. BANKRUPTCY

It is agreed that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, then this Contract shall terminate effective on the day and at the time the bankruptcy petition is filed.

#### I. RIGHT TO REQUIRE PERFORMANCE

The failure of the Town at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the Town thereafter to enforce the same, nor shall waiver by the Town of any breach by the Contractor of any provision hereof be taken or held to be a waiver of any former or succeeding breach of such provision or as a waiver of any provision itself

#### J. ILLEGAL PROVISIONS

If any provision of the contract shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

#### K. PERMITS AND LICENSES

The Town agrees not to impose any additional permits or licenses requirements beyond what is included in this Contract.

#### L. INSURANCE REQUIREMENTS

The Contractor, at its own expense, shall at all times during the term of this Contract, maintain in full force and effect Employer's Liability, Worker's Compensation, Commercial General Liability and Auto Liability Insurance, including contractual coverage for the indemnification provisions contained herein. Commercial General Liability and Auto Liability Insurance, including contractual liability coverage for the said indemnification provisions, shall be on an occurrence basis. All insurance shall be by insurers and for policy limits acceptable to the Town and before commencement of work here under the Contractor agrees to furnish the Town certificates of insurance or other evidence satisfactory to the Town (together with the declaration page of such policies, along with the endorsement naming the Town as an additional insured or loss payee, where applicable) to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligations: "This is to certify that the policies of insurance described herein have been issued to the insured for which this certificate is executed and are in force at this time. In the event of cancellation, non-renewal or material change in a policy affecting the certificate holder, at least thirty (30) days prior to written notice shall be given the certificate holder." For the purpose of this Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverages</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
Commercial General Liability per occurrence (Contractual Liability & Independent Contract)	\$1,000,000
Damage to Rented Premises	\$100,000
Medical Expense (per person)	\$5,000
Personal & Adv Injury	\$1,000,000
General Aggregate	\$2,000,000
Products – Comp/Op Agg	\$2,000,000
Automotive Liability (includes any vehicle, hired or non-owned)	\$1,000,000
Excess/Umbrella Liability	\$9,000,000



(includes Retention \$10,000)

As soon as practicable, but not more than ten (10) days after the execution of this Contract, the Contractor shall have the Town (together with its officials, officers, employees and agents) named as an additional insured on each contract of insurance except Worker's Compensation and Employer's Liability, providing written evidence of same, and shall have each policy including Worker's Compensation and Employer's Liability endorsed to provide a waiver a subrogation in favor of Town.

The Town reserves the right to review the insurance requirements contained herein and to adjust coverages and limits when deemed necessary and prudent by the Town.

#### **M. AGREEMENT MODIFICATION AND GOVERNMENT-MANDATED FEES**

This Contract constitutes the entire agreement between the parties, and it may not be altered, revised, amended or modified except by a written agreement signed and properly authorized by the Town Council and the Contractor.

If any new state, federal, or local mandated fees and/or taxes are imposed upon the services provided hereunder, the Contractor shall notify the Town. Should the Contractor desire to pass such fees though to the Residential and Nonresidential/Commercial Customers; it shall petition the Town for approval. The petition shall include documentation of the basis and the method of assessment of such fee and such request shall be considered by the Town, and shall not be unreasonably denied.

#### **N. TRANSFERABILITY OF AGREEMENT**

The Contractor shall not assign, transfer, sell or otherwise convey its interest in this Agreement, or any part of such interest, without the prior written approval of the Town, which approval shall not be unreasonably denied or withheld. In the event of any assignment, transfer, sale or other conveyance, the assignee shall assume the liability of the Contractor, and the Town shall have the right to require that the Contractor or the Contractor's parent company remain responsible or the liability of the Contractor as a condition to approval of any assignment, transfer, sale or other conveyance.

#### **O. OWNERSHIP**

Title to all solid waste, HHW, and recyclables shall pass to the Contractor when placed in the Contractor's collection vehicle, removed by the Contractor from a commercial container, residential unit, refuse bin, bag or bundle, or removed by the Contractor from the customer's premises, whichever first occurs.

#### **P. FORCE MAJEURE: EMERGENCY SERVICE PROVISIONS**

If the performance of any covenant, agreement, obligation or undertaking herein contained is delayed by reason of war, civil commotion, flood, drought or other similar or dissimilar act of nature, governmental restrictions, regulations or interferences, ire or other casualty of any circumstances

beyond the control of the party obligated or permitted under the terms thereof to do or perform the same, regardless of whether any such circumstances are similar to any of those enumerated or not, and the said party is unable with the exercise of reasonable diligence to prevent or overcome such circumstances, each party shall be excused from doing or performing the same during which period of delay.

#### Q. TERMINATION AND REMEDIES

Whenever one party to this Contract has reason to question the other party's intent to perform, the party may demand that the other party give written assurance of intention to perform. In the event a demand is made, and no assurance is given within 10 days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

A party may terminate this Contract if the other fails to cure a material breach, which substantially impairs the value of the Contract as a whole to the non-breaching party, within ten calendar days of receipt of the written notice being given by the other party. If more than ten calendar days is required to cure such default or breach, a reasonable time in excess of said ten days may be established provided both parties agree in writing to the time period to be substituted. In the event such default or breach is not cured within a specified time, the Contract may be terminated upon 10 days written notification.

#### R. VENUE

Venue in the event of any litigation with regard to this Agreement shall be in Denton County, Texas.

#### S. DELIVERY OF PAYMENTS AND NOTICES

All payments, notices, demands, or requests from one party to another shall be personally delivered or sent by United States certified mail, or registered, return receipt requested, postage paid, to the addresses stated in this Section;

##### To the Town

Town of Little Elm  
Attn: Director of Public Works  
100 W. Eldorado Parkway  
Little Elm, Texas 75068

##### To the Contractor

Community Waste Disposal, L.P.  
Attn: President  
2010 California Crossing  
Dallas, Texas 75220-2310

Notice shall be deemed to have been given (i) if by hand delivery, at the time of delivery, or (ii) if mailed, seventy-two (72) hours after the deposit of same in any United States mail post office box in the State to which the notice is addressed or ninety-six (96) hours after the deposit in any such post office box in other than the State to which the notice is addressed, postage paid, addressed as set forth above. The addresses and addressees for the purpose of this Section may be changed by giving notice of such change in the manner herein provided for giving notice. Unless and until such written notice is

received the last address and addressee stated by written notice, or provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purpose hereunder.

#### T. ENTIRE AGREEMENT

This Contract represents the entire and integrated agreement between the Town and the Contractor and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the Town and the Contractor.

#### U. CONTRACTOR CERTIFICATION

The Contractor certifies that the fees in this Contract have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition as to any other matter relating to such fees with any other firm or with any competitor.

The Contractor shall not employ or utilize the services of any other contractor or subcontractor without the advance written consent of the Town and, provided further, that such contractor or subcontractor is covered by the Contractor's insurance as required by this Contract.

It is expressly agreed and understood that the Contractor is in all respects an independent contractor as to the work, licenses, or privileges granted herein, and that the Contractor is in no respect an officer, agent, servant, employee or partner of Town. This Contract specifies the work to be done by the Contractor, but the method to be employed to accomplish this work shall be the responsibility of the Contractor, unless otherwise provided in this Contract. It is further understood and agreed that the Contractor shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees, and invitees; that the doctrine of respondent superior shall not apply as between Town and the Contractor; and that nothing herein shall be construed as creating a partnership or joint enterprise or joint venture between Town and the Contractor. Neither the Town nor the Contractor shall have any authority to assume or create any obligation or responsibility whatsoever, express or implied, on behalf of the other party hereto or to bind the other party in any manner whatsoever, nor shall either party make any representation, warranty, covenant, agreement or commitment on behalf of the other party without the express prior written consent of the other party.

The Contractor will meet its obligation under all federal and state laws regarding wage to be paid to or hours worked by its laborers and workmen and for payment of all employment related taxes. The Contractor agrees not to discriminate in its employment practices against any person, employee, or prospective employee because of race, color, religion, national origin, disability, sex, age, political belief, or otherwise.

It is expressly understood and agreed that in no event shall the Town be liable or responsible to the Contractor or to any other person for any stoppage or delay in the work herein provided for, by injunction or other legal or equitable proceedings brought against the Contractor, or from or on account of any delay from any cause over which the Town has no control

## V. RIGHTS AND REMEDIES CUMULATIVE

The rights and remedies provided by this Agreement are cumulative and 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.

## W. AUTHORITY TO EXECUTE

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this contract of behalf of the parties, and each party hereby certifies to the other that any necessary resolutions are act extending such authority have been duly passed and are now full force and effect.

## X. NO WAIVER OF IMMUNITY

The Town does not waive or surrender any of its governmental powers, immunities, or rights except as necessary to allow Contractor to enforce its remedies under this Agreement.

## Y. STATUTORY VERIFICATIONS

The Contractor makes the following representation and verifications to enable the Town to comply with Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”), in entering into this Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Contractor within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

1. Not a Sanctioned Company. The Contractor represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Contractor and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.
2. No Boycott of Israel. The Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

3. No Discrimination Against Firearm Entities. The Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.
4. No Boycott of Energy Companies. The Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.
5. Form 1295. Submitted herewith is a completed Form 1295 in connection with the Contractor’s participation in the execution of this Agreement generated by the Texas Ethics Commission’s (the “TEC”) electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the “Form 1295”). The Town hereby confirms receipt of the Form 1295 from the Contractor, and the Town agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Contractor and the Town understand and agree that, with the exception of information identifying the Town and the contract identification number, neither the Town nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Contractor; and, neither the Town nor its consultants have verified such information.

#### Z. PERFORMANCE BOND

Contractor agrees that upon the execution of this Agreement and before beginning work, it shall make, execute and deliver to the Town a good and sufficient surety bond in a form furnished by the Town, to secure the faithful performance of the terms and conditions herein. Such bond shall be in the amount of Five Hundred Thousand Dollars (\$500,000.00), and signed by the president or general officer of Contractor, together with the signature of the corporate secretary and the corporate seal. The surety shall be a surety company duly authorized to do business in the State of Texas, and approved by the City.

IN WITNESS WHEREOF, the undersigned hereto have executed this Contract as of the date first written above.

TOWN OF LITTLE ELM

By: \_\_\_\_\_  
Name: Curtis Cornelius  
Title: Mayor

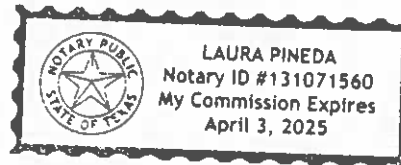
ATTEST

By: \_\_\_\_\_  
Name: Caitlan Biggs,  
Town Secretary

COMMUNITY WASTE DISPOSAL, INC.

By: Jason Roemer  
Name: Jason Roemer  
Title: President

Laura Pineda  
Public Notary



## EXHIBIT A RATE SCHEDULE

Town of Little Elm Solid Waste Collection and Recycling Services

For the period of;

February 01, 2025 to January 31, 2026

*Note: CWD considers this material as proprietary rate information that could affect their competitiveness if the waste services contract goes to competitive bid process. Therefore, CWD requests that their market adjustment, extension request letters and all associated discussion information to be exempt from public disclosure. CWD request this information is exempt from Public Records, and is only allowed to be part of Public Records, after a ruling of the Attorney General of Texas.*

Solid Waste Collection and Recycling Services	Feb 1, 2024 Town Pricing with Franchise Fee	Feb 1, 2024 CWD Rate	Contract Renewal Adjustment 15%	Pre Billing Fee Rate	Billing Fee 3.75%	Feb 1, 2025 CWD Rate	Feb 1, 2025 Town Pricing with Franchise Fee
<b>Residential Services</b>							
Residential Trash - Fully Automated Vehicle	N/A	\$11.86	\$1.78	\$13.64	\$0.00	\$13.64	N/A
Each Additional Cart	N/A	\$6.71	\$1.01	\$7.72	\$0.00	\$7.72	N/A
Residential HHW	N/A	\$0.28	\$0.04	\$0.32	\$0.00	\$0.32	N/A
Residential Recycling - Fully Automated Vehicle	N/A	\$2.59	\$0.39	\$2.98	\$0.00	\$2.98	N/A
Each Additional Cart	N/A	\$2.44	\$0.37	\$2.81	\$0.00	\$2.81	N/A
<b>Residential Multi-Family Recycling Rate</b>							
Rate Per Unit	\$0.66	\$0.57	\$0.08	\$0.63	\$0.02	\$0.65	\$0.75
<b>Front Load Commercial Trash Container Services</b>							
<b>2 Cubic Yard</b>							
One time per week	\$105.69	\$91.90	\$13.29	\$101.87	\$3.82	\$105.69	\$121.54
Two times per week	\$189.67	\$164.93	\$23.85	\$182.82	\$6.86	\$189.68	\$218.13
Three times per week	\$248.80	\$216.35	\$31.28	\$239.81	\$8.99	\$248.80	\$286.12
Four times per week	\$330.43	\$287.33	\$41.54	\$318.48	\$11.94	\$330.42	\$379.98
Five times per week	\$391.37	\$340.32	\$49.20	\$377.22	\$14.15	\$391.37	\$450.08
Six times per week	\$438.56	\$381.36	\$55.14	\$422.72	\$15.85	\$438.57	\$504.35
<b>3 Cubic Yard</b>							
One time per week	\$112.92	\$98.19	\$14.20	\$108.84	\$4.08	\$112.92	\$129.85
Two times per week	\$213.36	\$185.53	\$26.82	\$205.64	\$7.71	\$213.35	\$245.36
Three times per week	\$337.47	\$293.45	\$42.43	\$325.27	\$12.20	\$337.47	\$388.09
Four times per week	\$420.52	\$365.67	\$52.87	\$405.32	\$15.20	\$420.52	\$483.60
Five times per week	\$528.74	\$459.77	\$66.47	\$509.62	\$19.11	\$528.73	\$608.04
Six times per week	\$536.02	\$466.10	\$67.39	\$516.64	\$19.37	\$536.01	\$616.41
<b>4 Cubic Yard</b>							
One time per week	\$128.86	\$112.05	\$16.20	\$124.20	\$4.66	\$128.86	\$148.19
Two times per week	\$230.17	\$200.15	\$28.94	\$221.86	\$8.32	\$230.18	\$264.70
Three times per week	\$306.82	\$266.80	\$38.57	\$295.73	\$11.09	\$306.82	\$352.85
Four times per week	\$407.71	\$354.53	\$51.26	\$392.98	\$14.74	\$407.72	\$468.88
Five times per week	\$482.34	\$419.43	\$60.64	\$464.91	\$17.43	\$482.34	\$554.69
Six times per week	\$540.86	\$470.31	\$68.00	\$521.31	\$19.55	\$540.86	\$621.98
<b>6 Cubic Yard</b>							
One time per week	\$164.76	\$143.27	\$20.71	\$158.80	\$5.96	\$164.76	\$189.48
Two times per week	\$291.93	\$253.85	\$36.70	\$281.37	\$10.55	\$291.92	\$335.71
Three times per week	\$405.34	\$352.47	\$50.96	\$390.69	\$14.65	\$405.34	\$466.14
Four times per week	\$535.90	\$466.00	\$67.37	\$516.53	\$19.37	\$535.90	\$616.29
Five times per week	\$631.65	\$549.26	\$79.41	\$608.82	\$22.83	\$631.65	\$726.40
Six times per week	\$685.10	\$595.74	\$86.13	\$660.34	\$24.76	\$685.10	\$787.87
<b>8 Cubic Yard</b>							
One time per week	\$209.10	\$181.83	\$26.29	\$201.55	\$7.56	\$209.11	\$240.48
Two times per week	\$363.99	\$316.51	\$45.76	\$350.83	\$13.16	\$363.99	\$418.59
Three times per week	\$537.63	\$467.50	\$67.59	\$518.19	\$19.43	\$537.62	\$618.26
Four times per week	\$708.77	\$616.32	\$89.11	\$683.15	\$25.62	\$708.77	\$815.08
Five times per week	\$835.02	\$726.10	\$104.98	\$804.84	\$30.18	\$835.02	\$960.27

# EXHIBIT A RATE SCHEDULE

Town of Little Elm Solid Waste Collection and Recycling Services  
For the period of;  
February 01, 2025 to January 31, 2026

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Solid Waste Collection and Recycling Services	Feb 1, 2024 Town Pricing with Franchise Fee	Feb 1, 2024 CWD Rate	Contract Renewal Adjustment 15%	Pre Billing Fee Rate	Billing Fee 3.75%	Feb 1, 2025 CWD Rate	Feb 1, 2025 Town Pricing with Franchise Fee
Six times per week	\$936.99	\$814.77	\$117.80	\$903.12	\$33.87	\$936.99	\$1,077.54
<b>6 Yard Front Load Compactors</b>							
<b>6 Yard</b>							
One time per week	\$594.18	\$516.68	\$74.70	\$572.70	\$21.48	\$594.18	\$683.31
Two times per week	\$1,093.87	\$951.19	\$137.52	\$1,054.33	\$39.54	\$1,093.87	\$1,257.95
Three times per week	\$1,831.84	\$1,592.90	\$230.30	\$1,765.63	\$66.21	\$1,831.84	\$2,106.62
Four times per week	\$2,287.66	\$1,989.27	\$287.61	\$2,204.98	\$82.69	\$2,287.67	\$2,630.82
<b>Commercial Special Services</b>							
Casters (per pick-up)	\$12.80	\$11.13	\$1.61	\$12.34	\$0.46	\$12.80	\$14.72
Gates (per pick-up)	\$10.21	\$8.88	\$1.28	\$9.84	\$0.37	\$10.21	\$11.75
Locks (per pick-up)	\$10.21	\$8.88	\$1.28	\$9.84	\$0.37	\$10.21	\$11.75
Container Swap Charge - Per Container	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75.00	\$86.25
Overloaded Commercial Container Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.00	\$51.75
<b>Front Load Cardboard Container (OCC)</b>							
<b>8 Cubic Yard</b>							
One time per week	\$88.76	\$77.18	\$11.16	\$85.55	\$3.21	\$88.76	\$102.07
Two times per week	\$177.51	\$154.36	\$22.32	\$171.10	\$6.42	\$177.52	\$204.14
Three times per week	\$266.20	\$231.48	\$33.47	\$256.58	\$9.62	\$266.20	\$306.13
<b>6 Yard Recycle Containers</b>							
Weekday Transport	\$114.22	\$99.32	\$14.36	\$110.09	\$4.13	\$114.22	\$131.35
Rental	\$21.21	\$18.44	\$2.67	\$20.44	\$0.77	\$21.21	\$24.39
<b>Commercial Trash Cart Service</b>							
First Trash Poly-Cart	\$24.52	\$21.32	\$3.08	\$23.63	\$0.89	\$24.52	\$28.20
Each Additional Cart	\$19.09	\$16.60	\$2.40	\$18.40	\$0.69	\$19.09	\$21.95
<b>Commercial Recycle Cart Service</b>							
First Recycle Poly-Cart	\$16.30	\$14.17	\$2.05	\$15.71	\$0.59	\$16.30	\$18.74
Each Additional Cart	\$12.18	\$10.59	\$1.53	\$11.74	\$0.44	\$12.18	\$14.01
<b>Roll Off Compactors</b>							
35 SC Weekday Haul * #	\$420.62	\$365.76	\$52.88	\$405.42	\$15.20	\$420.62	\$483.71
35 SC Weekend Haul * #	\$456.46	\$396.92	\$57.39	\$439.96	\$16.50	\$456.46	\$524.92
40 RC Weekday Haul * #	\$438.54	\$381.34	\$55.13	\$422.69	\$15.85	\$438.54	\$504.33
40 RC Weekend Haul * #	\$474.32	\$412.45	\$59.63	\$457.17	\$17.14	\$474.31	\$545.46
* Disposal for weight up to 27 tons GVW	\$64.06	\$55.70	\$8.05	\$61.74	\$2.32	\$64.06	\$73.67
# Excess Payload for trucks over 27 tons GVW	\$162.45	\$141.26	\$20.42	\$156.57	\$5.87	\$162.44	\$186.81



# EXHIBIT A RATE SCHEDULE

Town of Little Elm Solid Waste Collection and Recycling Services

For the period of;

February 01, 2025 to January 31, 2026

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Solid Waste Collection and Recycling Services	Feb 1, 2024 Town Pricing with Franchise Fee	Feb 1, 2024 CWD Rate	Contract Renewal Adjustment 15%	Pre Billing Fee Rate	Billing Fee 3.75%	Feb 1, 2025 CWD Rate	Feb 1, 2025 Town Pricing with Franchise Fee
<b>30 Yard Open Top Roll Off Containers</b>							
Delivery	<b>\$209.19</b>	<b>\$181.90</b>	<b>\$26.30</b>	\$201.63	\$7.56	<b>\$209.19</b>	<b>\$240.57</b>
Trip Charge (Dry Run) - weekday	<b>\$209.19</b>	<b>\$181.90</b>	<b>\$26.30</b>	\$201.63	\$7.56	<b>\$209.19</b>	<b>\$240.57</b>
Weekly Rental	<b>\$73.00</b>	<b>\$63.48</b>	<b>\$9.18</b>	\$70.37	\$2.64	<b>\$73.01</b>	<b>\$83.96</b>
Haul Weekday (plus disposal) * #	<b>\$545.43</b>	<b>\$474.29</b>	<b>\$68.57</b>	\$525.72	\$19.71	<b>\$545.43</b>	<b>\$627.25</b>
Haul Weekend (plus disposal) * #	<b>\$584.41</b>	<b>\$508.18</b>	<b>\$73.47</b>	\$563.28	\$21.12	<b>\$584.40</b>	<b>\$672.06</b>
* Disposal for weight up to 27 tons GVW	<b>\$71.91</b>	<b>\$62.53</b>	<b>\$9.04</b>	\$69.31	\$2.60	<b>\$71.91</b>	<b>\$82.70</b>
# Excess Payload for trucks over 27 tons GVW	<b>\$181.48</b>	<b>\$157.81</b>	<b>\$22.82</b>	\$174.93	\$6.56	<b>\$181.49</b>	<b>\$208.71</b>

# EXHIBIT B

## RECYCLE REVENUE SHARING MODEL

Community Waste Disposal Recycle Revenue Sharing Calculations						
LITTLE ELM						
Total Tons Received by CWD (estimated)					4,200	
Per Ton Processing Fee & Transportation Fee (Note 1)					\$ 98.71	Adj Annually
Total Processing Fee					\$ 414,582.00	
	Adj Annually	Note 3	Note 4			
		Pricing	Adjusted Monthly			
		Structure	Published Value			
Commodity	Component %		Dollars Per Ton	Total \$		Tons
ONP	2.10%	PPI - #8 Southwest Hi	\$ 55.00	\$ 4,851.00		88.20
OCC	35.62%	PPI #11 Southwest Hi	\$ 100.00	\$ 149,604.00		1,496.04
Mixed Paper	9.91%	PPI Mixed Paper #2 Hi	\$ 55.00	\$ 22,892.10		416.22
Aluminum	0.52%	SMP - Region 8 Houston High	\$ 1,500.00	\$ 32,760.00		21.84
Steel/Tin	0.87%	SMP - Region 8 Houston High	\$ 120.00	\$ 4,384.80		36.54
PETE	2.26%	SMP - Region 8 Houston High	\$ 460.00	\$ 43,663.20		94.92
HDPE - Natural	0.73%	SMP - Region 8 Houston High	\$ 1,080.00	\$ 33,112.80		30.66
HDPE - Colored	0.76%	SMP - Region 8 Houston High	\$ 180.00	\$ 5,745.60		31.92
Mixed Plastic	0.24%	SMP - Region 8 Houston High	\$ 20.00	\$ 201.60		10.08
Mixed Glass	9.54%	SMP - Region 8 Houston (Note 5)	\$ (8.99)	\$ (3,602.11)		400.68
Residue	37.45%			\$ -		1,572.90
	100.00%		\$ 69.91	\$ 293,612.99		4,200.00
Total Gross Recycle Revenue				\$ 293,612.99		
Less Total Processing Fees				\$ (414,582.00)		
Net Revenue				\$ (120,969.01)		
60% City Share of Net Positive Revenue				NA		
Revenue Share Per Ton				-		
				Note 2		
NOTE 1	Processing & Transportation Fees will be adjusted annually based on CPIU, Disposal, and Fuel increases					
NOTE 2	Per ton rebate cannot exceed \$40 per ton. City will never be required to pay contractor for negative revenue values. Any negative values will carry forward and must be brought back to zero before compensation to the city begins or resumes.					
NOTE 3	SMP = Secondary Materials Pricing, PPI = Pulp & Paper Week					
NOTE 4	Published Value Dollars Per Ton as of 9-30-2024					
NOTE 5	Published Value Dollars Per Ton includes Index price plus \$17.00 per ton transportation.					
NOTE 6	Any past deficits must be cleared before Revenue Sharing payments begin					
Recyclable Material List:						
1. Loss of Sustainable Market – If a sustainable market is no longer available for a recycle commodity, CWD will inform the City/Town to have it removed from the accepted materials list. Example: There is one glass buyer based in Midlothian Texas, if they will no longer accept our glass, CWD would have no sustainable market for the commodity.						
2. Negative Market Value – If the value of any of the recycle commodities falls below zero dollars, CWD may petition the City/Town to have the item removed from the accepted materials list. The request to remove the item will not be unreasonably withheld by the City/Town.						



**Date:** 01/21/2025  
**Agenda Item #:** 5. C.  
**Department:** Public Works  
**Strategic Goal:** Ensure excellence in public services while keeping up with the growth in the community  
**Staff Contact:** Jason Shroyer, Director of Public Works

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**AGENDA ITEM:**

Consider Action to Approve an **Agreement with Paradigm Traffic Systems for the Purchase of Hardware and Applied Information Software to Operate and Monitor 13 Traffic Signals in the Amount of \$117,650.**

**DESCRIPTION:**

The Town has historically managed all traffic signals through a contract with the City of Frisco, covering both Town-owned and TxDOT-owned signals. In October 2023, the City of Frisco informed the Town that it would no longer be able to provide contractual traffic signal maintenance services beyond October 2024. To address this, the Town held meetings with the City of Frisco and TxDOT to explore options for maintenance and ownership, ensuring optimal operation and response capabilities moving forward. After evaluating all possible options, including contracting with other municipalities or private firms, the Town has decided to bring the operation and maintenance of traffic signals in-house. This decision was made to ensure greater control, improved response times, and enhanced service quality for both Town-owned and TxDOT-owned signals. By managing these operations internally, the Town aims to maintain consistent oversight, reduce potential service disruptions, and better meet the needs of its residents and road users.

Under the new arrangement, the City of Frisco will continue to maintain the traffic signals along the FM423 corridor through a contract with TxDOT, ensuring consistent timing and operations throughout the corridor. The Town will take over responsibility for maintaining all other traffic signals within its limits, except those located on US380. This transition will be governed by an approved agreement with TxDOT, which includes reimbursement to the Town for maintenance services provided for TxDOT-owned signals.

To facilitate this transition, the proposed agreement with Paradigm Traffic Systems includes all necessary hardware and software to enable the Town to effectively manage its traffic signal system. This includes capabilities for real-time intersection monitoring, alarm notifications, video surveillance, and the ability to make minor system adjustments remotely from a computer. The proposed agreement with Paradigm Traffic Systems establishes a 10-year contract with all-inclusive pricing and no recurring annual fees, and communicates by using the cellular data

network. Additionally, if cellular signal support requirements change during the contract term, Paradigm will upgrade the systems at no extra cost to the Town. As new traffic signals are added, they can be incorporated into the agreement for software and hardware support at an additional per-site charge. This agreement is being procured through the local cooperative purchasing program known as BUYBOARD, ensuring compliance and cost-effectiveness.

**BUDGET IMPACT:**

Funds are budgeted for this purchase in the General Fund Streets division 2024-25 annual budget.

**RECOMMENDED ACTION:**

Staff recommends approval.

---

**Attachments**

Paradigm Agreement

Traffic Signal Location Exhibit



P.O. Box 5508 – Arlington – Texas – 76005-5508  
 817.831.9406 – fax 817.831.9407  
**Estimating@Paradigmtraffic.com**

## QUOTATION

**TO:** Town of Little Elm  
 1600 Mark Tree Ln.  
 Little Elm, TX 75068  
**attn:** Ben Reichert  
**ph:**

**RFQ:** BuyBoard Contract # 695-23  
 Traffic Light & Signal Systems,  
 Supplies & Equipment  
 512-467-0222 pn  
 1-800-211-5454 fax

**email:** Ben Reichert <Ben.Reichert@littleelm.gov>

DATE	SLSMN	Delivery Date	FREIGHT	SHIP VIA	F.O.B	TERMS	QTE NUMBER
11/26/2024	JU	30 - 45 Days ARO	PPD & Allowed	Best Way	Destination	Net 30	Q35685JU
ITEM	QTY	DESCRIPTION				UNIT PRICE	TOTAL PRICE
1	13	<p>This quote is valid for 60 days. Thereafter it is subject to change without notice.</p> <p><i>Applied Information AI-500-085-02, Preempt/Priority FMU2 w/Glance Software &amp; Configuration, &amp; 10-Year Connectivity Plan w/Video &amp; Passthrough</i></p> <p><b>**Note:</b> Video Plus has been added**</p> <p><b>*NOTE*</b> PURCHASE ORDER MUST BE PROCESSED THROUGH <a href="http://www.BUYBOARD.com">www.BUYBOARD.com</a></p> <p>For any questions, comments or concerns, Please email us at : <a href="mailto:Estimating@Paradigmtraffic.com">Estimating@Paradigmtraffic.com</a></p>				\$9,050.00	\$117,650.00
						TOTAL	\$117,650.00

**\*This quote is valid for 60 days.** Thereafter it is subject to change without notice.  
 \*Thank you for the opportunity to submit a proposal to you on this equipment. Please reference this quotation (by QTE number) when placing order. If you have any questions, please call or send a fax to me.  
 \*When sending RFQ's, PO's or RFI's, please send to **ESTIMATING@PARADIGMTRAFFIC.COM**  
 \*Unless previously discussed, quote is for material only

### OFFERED BY:

**Johnson Udoka**  
**Paradigm Traffic Systems, Inc.**  
[Estimating@paradigmtraffic.com](mailto:Estimating@paradigmtraffic.com)  
**Federal ID# 75-2520341**



TXDOT Signals

TOLE Signals

DEVELOPMENT  
PROJECT IN  
WORKS

Rockhill Bay

Doe Branch  
Doe Branch Park

Sunset Pointe

Grayhay  
Park

Stardust  
Ranch

Robinson  
Ridge

Eldorado West

Villages of  
Woodlake

Lakeside  
Homes

Wynfield  
Farms

Eldorado  
Estates

Lakewood  
Estates

Glen Cove

Marina Vista  
Estates

The Lawn At Lakefront  
LITTLE ELM

Little Elm Park

Little Elm Bay

Brentwood

McCord Park

4 Corners  
Apartments

Bay Ridge  
Estates

South Oak

Sunrise Bay

Lakeside Sports Complex

Shell Beach

Cottonwood Park

HACKBERRY

Hidden Cove

Spanish Oaks  
Airport (Historic)

LAKEWOOD  
VILLAGE

Glen V



**Date:** 01/21/2025  
**Agenda Item #:** 5. D.  
**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. for Installation of Additional Security Cameras at Cottonwood Park.**

**DESCRIPTION:**

During the development phase of Cottonwood Park, Town Staff identified the playground and surrounding areas as an additional location where cameras would be necessary. Working with DataVox, Inc., the camera contractor for this project, the Town has received Proposal DVXB-22107, adding three additional cameras, along with over-the-air network connectivity.

**BUDGET IMPACT:**

The cost of the additional cameras is not to exceed \$30,000 and is offered on the TIPS purchasing cooperative (TIPS 230105). Funding has been identified in the CIP plan to cover such costs.

**RECOMMENDED ACTION:**

Staff recommends approval.

---

**Attachments**

DataVox Proposal DVXB-22107



# Physical Security Proposal

for

**Town of Little Elm**

Cottonwood Park - Phase 2 - Light Pole Cameras

**DVXB-22107**

Revision : 0

Last Modified : 12/3/2024

*Note: This proposal is valid until 2/14/2025*

**DataVox TXDPS License B16503**

Account Manager

**Matt Lozano**

System Design

**John Liput**



***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

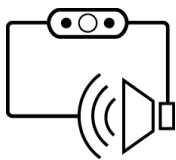




## DataVox Summary

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**



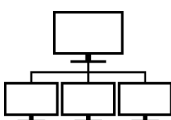
**IT Support &  
Managed  
Services**



**Mobility**



**Network  
Cabling**



**Network  
Technology**



**Phone  
Systems**



**Physical  
Security**



**Smart  
Building**

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# LOCATION SUMMARY

Location	Price
Video Surveillance	\$28,581.32
<b>Total Price (Excludes Sales Tax):</b>	<b>\$28,581.32</b>


# BILL OF MATERIALS

Note: Installed Price Includes Equipment and Labor

## Video Surveillance

Installation Price

### Video Surveillance Software Programming

 1 **DataVox**  
Enterprise Engineering Programming Labor

 1 **DataVox**  
Security Programming Labor

Video Surveillance Software Programming

\$2,450.00

### Video Surveillance Cameras

 1 **DataVox**  
Miscellaneous Hardware For Mounting Components



3 **Meraki**  
Pole Mount For MV52 Series



3 **Meraki**  
MV52-HW 4K Outdoor Telephoto Bullet Camera with 1TB Storage

**OFE** 3 **OFE**  
Owner Furnished Installation of Pole for Mounting Camera

Video Surveillance Cameras

\$9,786.06

### Network Equipment



3 **Altelix**  
FRP 10 x 8 x 6 NEMA Enclosure, vented with fans 120VAC and Power Cord



3 **Altelix**  
NMKQ SERIES LIGHT WEIGHT POLE MOUNT KIT FOR NS100806, NF100806,  
NP1209005, NP120907, NP131004, NP151005



1 **DataVox**  
Miscellaneous Hardware For Mounting Components



3 **Meraki**  
Meraki AC Adapter for MR APs (US Plug)



3 **Meraki**  
MG51E-HW Cellular Gateway External Antennas

**OFE** 3 **OFE**  
Owner Furnished Carrier Sim Cards for Cellular Gateway Device. Customer is  
Responsible for Providing Specific Form Factor SIM Cards from Compatible  
Local Carrier and Subscription Plan for Data (Recommend Unlimited Data  
Package to Prevent Lost or Slow Connectivity)

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## Cottonwood Park - Phase 2 - Light Pole Cameras

DVXB-22107

**OFE**

3

**OFE**

Owner Furnished 110v or 120v AC Power (Dependent on DataVox Specs).  
Brought to DataVox Mounted NEMA Enclosure for Security Devices

**Network Equipment****\$10,108.02****Security Cabling**

4

**DataVox**

5' Slim Cat 6 Patch Cable - Yellow



2

**DataVox**

Miscellaneous Pathway Support and Cabling Material

**OFE**

3

**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



2

**Panduit**

Cat 6 Modular Jack



2

**Panduit**

Cat 6 2 Port Surface Mount Box



1

**Security Cat 6 OSP Cable Run**

2

**DataVox**

5' Slim Cat 6 Patch Cable - Yellow



1

**DataVox**

Miscellaneous Pathway Support and Cabling Material



1

**Panduit**

Cat 6 Modular Jack



1

**Panduit**

Cat 6 2 Port Surface Mount Box



1000

**General Cable**

GenSPEED 6® Cat6 OSP Cable, Outdoor - Black

**Security Cabling****\$2,562.19****Recurring Subscription - 1 Year**

3

**Meraki**

Meraki MG51 Enterprise License and Support, 1 Year






3

**Meraki**

Meraki Enterprise Camera License - 1 Year

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		Recurring Subscription - 1 Year	\$1,462.41
DataVox Management Services			
	1	<b>DataVox</b> Solution Architect Design and Engineering Services	
	1	<b>DataVox</b> Security Shipping and Handling Charges	
	1	<b>DataVox</b> 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	
		<b>DataVox Management Services</b>	<b>\$2,212.64</b>
		<b>Total:</b>	<b>\$28,581.32</b>

# 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.
- **Cabling:** DataVox scope of work includes providing and installing security Cat 5e/6 cabling for camera/IP device locations including patch cables. If specific cable color is required and not included in this scope, change order may be needed. If required, elevator traveling cable to be provided 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:** No training is included in this scope of work.
- **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 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-TIPS Related Items:** The following manufactures products are not included in the TIPS Contract pricing of this proposal: Altelix, and Miscellaneous Mounting Components.

*Acknowledged and Accepted*

\_\_\_\_\_  
*Initial*

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# 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:	\$28,581.32
Grand Total:	\$28,581.32



# Purchase Options

☐ Cash Purchase Terms of Payment:

<i>Billing Milestones</i>		<i>Amount Due</i>
PO Required - Progress Payments (Multiple Invoices Upon Receipt of Goods/Work Completed) - Net 30		100.00 % \$28,581.32
Total Payments (Excluding Sales Tax):		\$28,581.32

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.

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### Town of Little Elm

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# TERMS AND CONDITIONS

In addition to the DataVox Standard Terms and Conditions found at <https://www.datavox.net/terms-and-conditions/>, the applicable TIPS terms and conditions found at <https://www.datavox.net/state-purchasing-cooperatives/tips/> apply to this Agreement. In the event of any conflict between the terms of the DataVox Standard Terms and Conditions and the TIPS terms and conditions, the TIPS terms and conditions shall prevail.



**Date:** 01/21/2025  
**Agenda Item #:** 5. E.  
**Department:** Development Services  
**Strategic Goal:** Promote and expand Little Elm's identity  
**Staff Contact:** Olga Chernomorets, Managing Director of Planning

---

**AGENDA ITEM:**

Consider Action to Approve a **First Amendment to Parkwood Collision II Development Agreement between the Town of Little Elm and Buckman Partnership LTD.**

**DESCRIPTION:**

**Location.** Generally located on the southeast corner of the intersection of US Highway 380 and Gardenia Boulevard, within Little Elm's town limits.

**Background.** The subject property is part a recently approved commercial development, consisting of two lots, Lot 1 approximately 4.219 acres within the Town, currently zoned as Planned Development - Light Commercial (PD- LC) district, through Ordinance No. 1709, and Lot 2 approximately 2.191 acres within the Town's extraterritorial jurisdiction (ETJ). The property owner and developer of both lots, Buckman Partnership, LTD, went through a zoning process in 2023 and executed a Development Agreement with the Town in order to establish the zoning for Lot 1 and incorporate a Concept Plan for Lot 2, to create a cohesive commercial development; both lots are currently under construction.

**Request.** In December 2024, the property owner approached the Town with an interested drive-thru tenant for Lot 2, which would require revisions to the site layout to accommodate a drive-thru window and order lane. Since Lot 2 is located within the ETJ, the Town does not regulate the zoning, however, the existing Development Agreement requires Lot 2 to conform to the agreed upon Concept Plan. The proposed change in the Concept Plan thus requires an amendment to the existing Development Agreement to reflect the changes in the site layout. The proposed revised Concept Plan shows the drive-thru lane along the southern portion of the property, relocates two parking spaces from the front of the building to the eastern side of the building, and shows the previously paved patio area being split into a drive-thru lane for the pick-up window, as well as additional landscaping and shade tree.

The proposed Concept Plan changes do not negatively impact the original intent of creating a well connected commercial development across the two properties.

**BUDGET IMPACT:**

This item has no budget impact.

**RECOMMENDED ACTION:**

Staff recommends approval.

---

**Attachments**

First Amendment to Parkwood II Development Agreement

## **FIRST AMENDMENT TO THE PARKWOOD COLLISION II DEVELOPMENT AGREEMENT**

This First Amendment (“First Amendment”) to the Parkwood Collision II Development Agreement as amended, (“Agreement”) is made by and between BUCKMAN PARTNERSHIP LTD (“Developer”) and the TOWN OF LITTLE ELM, TEXAS (the “Town”) (collectively, the “Parties”), to be effective as of the Effective Date (defined herein). Capitalized terms not defined herein shall have the respective meanings given to them in the Agreement.

### **SECTION 1** **RECITALS**

**WHEREAS**, on or about May 16, 2023, the Town and Developer entered into the original Parkwood Collision II Development Agreement (hereinafter referred to as the “Original Agreement”) relating to the development of approximately 6.41 acres of land within the Town of Little Elm, Denton County, Texas (the “Property”); and

**WHEREAS**, on or about May 16, 2023, the Town approved Ordinance No. 1709, which amended the zoning of approximately 4.219 acres of property subject to the Development Agreement to be utilized for modern production collision repair purposes from Light Commercial (LC) to Planned Development-Light Commercial (PD-LC) with modified development standards and uses, and established a coordinated concept site plan for approximately 2.191 acres of property within the Town’s extraterritorial jurisdiction;

**WHEREAS**, Developer has requested that a portion of the Property, consisting of approximately 2.191 acres of property within the Town’s extraterritorial jurisdiction, generally located 26912 East University Drive, more specifically described in **Exhibit A**, in order to revise the Concept Plan; and

**WHEREAS**, the Parties have negotiated and agreed upon site plan amendments to the existing Concept Plan for this particular portion of the Property, which are attached hereto as **Exhibit B** and incorporated herein by reference, to reflect the continuation of previously agreed upon concept site plan with provided revisions; and

**WHEREAS**, after due deliberations and consideration, the Town Council of the Town of Little Elm, Texas, has determined that the requested amendment would be in the interest of public health, safety and welfare of the citizens of the Town of Little Elm; and

**WHEREAS**, the Parties now wish to enter into this First Amendment to amend the Concept Plan of the Original Agreement to reflect these revisions.

**NOW, THEREFORE**, for and in consideration of the mutual covenants of the Parties set forth in the Agreement and this First Amendment, and for good and valuable consideration the receipt and adequacy of which are acknowledged and agreed, the Parties agree as follows:

1. **Amendment to Development Agreement.** The following Section of the Development Agreement shall be revised as follows:

- (a) Exhibit B, which contains Ordinance No. 1709 – Parkwood Collision II Planned Development.
  - a. Exhibit C, which depicts the overall Concept Plan, shall be amended to reflect the negotiated site layout revision only on the 2.191-acre portion of the Property within the Town’s extraterritorial jurisdiction.

2. **Miscellaneous Provisions.**

(a) **Amendments.** This First Amendment constitutes the entire understanding and agreement of the parties as to the matters set forth in this First Amendment. No alteration of or amendment to this First Amendment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

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

(c) **Binding Obligations.** This First Amendment shall become a binding obligation on the signatories upon the execution by all signatories hereto. Town warrants and represents that the individual executing this First Amendment on behalf of the Town has full authority to execute this First Amendment and bind the Town to same. Developer warrants and represents that the individual executing this First Amendment on Developer’s behalf has full authority to execute this First Amendment and bind it to same.

(d) **Caption Headings.** Caption headings in this First Amendment are for convenience purposes only and are not to be used to interpret or define the provisions of this First Amendment.

(e) **Counterparts.** This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(f) **Effective Date.** The effective date (the “Effective Date”) of this First Amendment shall be the date of the latter to execute this First Amendment by the Town and Developer.

(g) **Original Agreement.** All of the terms, conditions, and obligations of the Original Agreement shall remain in full force and effect except where specifically modified by this First Amendment.

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

(i) Time is of the Essence. Time is of the essence in the performance of this First Amendment.

3. **Statutory Verifications:** The Developer makes the following representation and verifications to enable the Town to comply with Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”), in entering into this Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification prior to the expiration or earlier termination of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term



of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

4. **Form 1295.** Submitted herewith is a completed Form 1295 in connection with the Developer’s participation in the execution of this Second Amendment generated by the Texas Ethics Commission’s (the “**TEC**”) electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the “**Form 1295**”). The Town hereby confirms receipt of the Form 1295 from the Developer, and the Town agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Developer and the Town understand and agree that, with the exception of information identifying the Town and the contract identification number, neither the Town nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the Town nor its consultants have verified such information.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:

**DEVELOPER:**

**TOWN OF LITTLE ELM, TEXAS**

BUCKMAN PARTNERSHIP, LTD

By: \_\_\_\_\_

Matthew Rinker

By: \_\_\_\_\_

Matt Mueller

Town Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Caitlan Biggs

Town Secretary

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:

**DEVELOPER:**

BUCKMAN PARTNERSHIP, LTD

By: 

Matthew Rinker

Date: 1/15/25

**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 \_\_\_\_\_, 2025, personally appeared MATT MUELLER, Town Manager of the Town of Little Elm, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

By: \_\_\_\_\_

Notary Public, State of Texas

My Commission Expires:

STATE OF TEXAS           §  
                                     §  
COUNTY OF \_\_\_\_\_ §

Before me, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity of a duly authorized representative of \_\_\_\_\_.

[Seal]

By: \_\_\_\_\_

Notary Public, State of Texas

My Commission Expires:

STATE OF TEXAS           §  
                                     §  
COUNTY OF DENTON       §

Before me, the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, 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 Collin       §

Before me, the undersigned authority, on this 25<sup>th</sup> day of January, 2025, personally appeared Matthew Rinker, 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 Buckman Partnership Ltd.

[Seal]

By: Jennifer Lynne Thompson

Notary Public, State of Texas

My Commission Expires: 4/6/2026



## **EXHIBIT A**

### **LEGAL DESCRIPTION**

#### **LOT 2, BLOCK A, PARKWOOD COLLISION II**

BEING a tract of land situated in the Jose Gonzales Survey, Abstract No. 447, and being that same tract of land (called Tract Two) conveyed to BUCKMAN PARTNERSHIP, LTD., by deed recorded in Instrument Number 2022-138948, Official Public Records, Denton County, Texas, and being more particularly described by metes and bounds:

BEGINNING at a 5/8 inch iron rod with yellow cap stamped "RPLS 4087" found for corner, said corner being the Northeast corner of that tract of land conveyed to Outpost Hunting World, LLC, by deed recorded in Document No. 2021-176816, Official Public Records, Denton County, Texas, same being in the South Right-of-Way line of US Highway 380 (a variable width Right-of-Way);

THENCE South 88 degrees 31 minutes 26 seconds East, along the South Right-of-Way line of said US Highway 380, a distance of 73.88 feet to a 5/8 inch iron rod with yellow cap found for corner, from which a Concrete Monument found for witness bears South 07 degrees 19 minutes 00 seconds East, a distance of 0.64 feet;

THENCE South 82 degrees 48 minutes 48 seconds East, along the South line of said US Highway 380, a distance of 201.00 feet to a 5/8 inch iron rod with yellow cap stamped "TX Dot" found for corner;

THENCE South 88 degrees 31 minutes 26 seconds East, along the South line of said US Highway 380, a distance of 104.06 feet to a 5/8 inch iron rod with yellow cap found for corner, said corner being a Northwest corner of a tract of land conveyed to Denton County Fresh Water District No. 10, by deed recorded in Instrument No. 2004-119562, Official Public Records, Denton County, Texas;

THENCE along said Denton County, Fresh Water tract the following bearings and distances:

South 31 degrees 26 minutes 00 seconds West, a distance of 309.49 feet to a 5/8 inch iron rod with yellow found for corner;

South 53 degrees 01 minute 58 seconds West, a distance of 130.24 feet to a 5/8 inch iron rod found for corner;

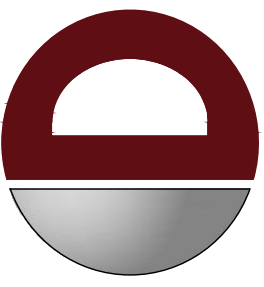
South 87 degrees 28 minutes 05 seconds West, a distance of 78.18 feet to a 5/8 inch iron rod with yellow cap found for corner;

North 15 degrees 51 minutes 57 seconds West, a distance of 144.42 feet to a 1/2 inch iron rod with yellow cap stamped "CBG Surveying" set for corner, said corner being in the East line of said The Outpost Hunting World tract;

THENCE North 01 degree 23 minutes 35 seconds East, along the East line of said The Outpost Hunting World tract, a distance of 236.72 feet to the POINT OF BEGINNING and containing 95,451 square feet or 2.19 acres of land.

**EXHIBIT B**  
**REVISED CONCEPT PLAN**

## (VARIABLE WIDTH PUBLIC R.O.W.)



COMMENTS	BY

TRAIN BY: JK	DESIGNED BY: RC	CHECKED BY: LGM	CHECKED BY: -
-----------------	--------------------	--------------------	------------------

SDV-23-02020



## DYNAMIC ENGINEERING

La Jolla, New Jersey • T: 762.974.0196  
 Chester, New Jersey • T: 908.879.9229  
 Newark, New Jersey • T: 973.755.7200  
 Penn River, New Jersey • T: 732.974.0199  
 Towlown, Pennsylvania • T: 267.685.0075  
 Jacksonia, Pennsylvania • T: 215.253.4888  
 Pittsburgh, Pennsylvania • T: 610.598.4400  
 Allen, Texas • T: 972.534.2100  
 Houston, Texas • T: 281.789.6430  
 Austin, Texas • T: 512.646.2646

## DRIVE THRU EXHIBIT

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

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4.

95-1

OF

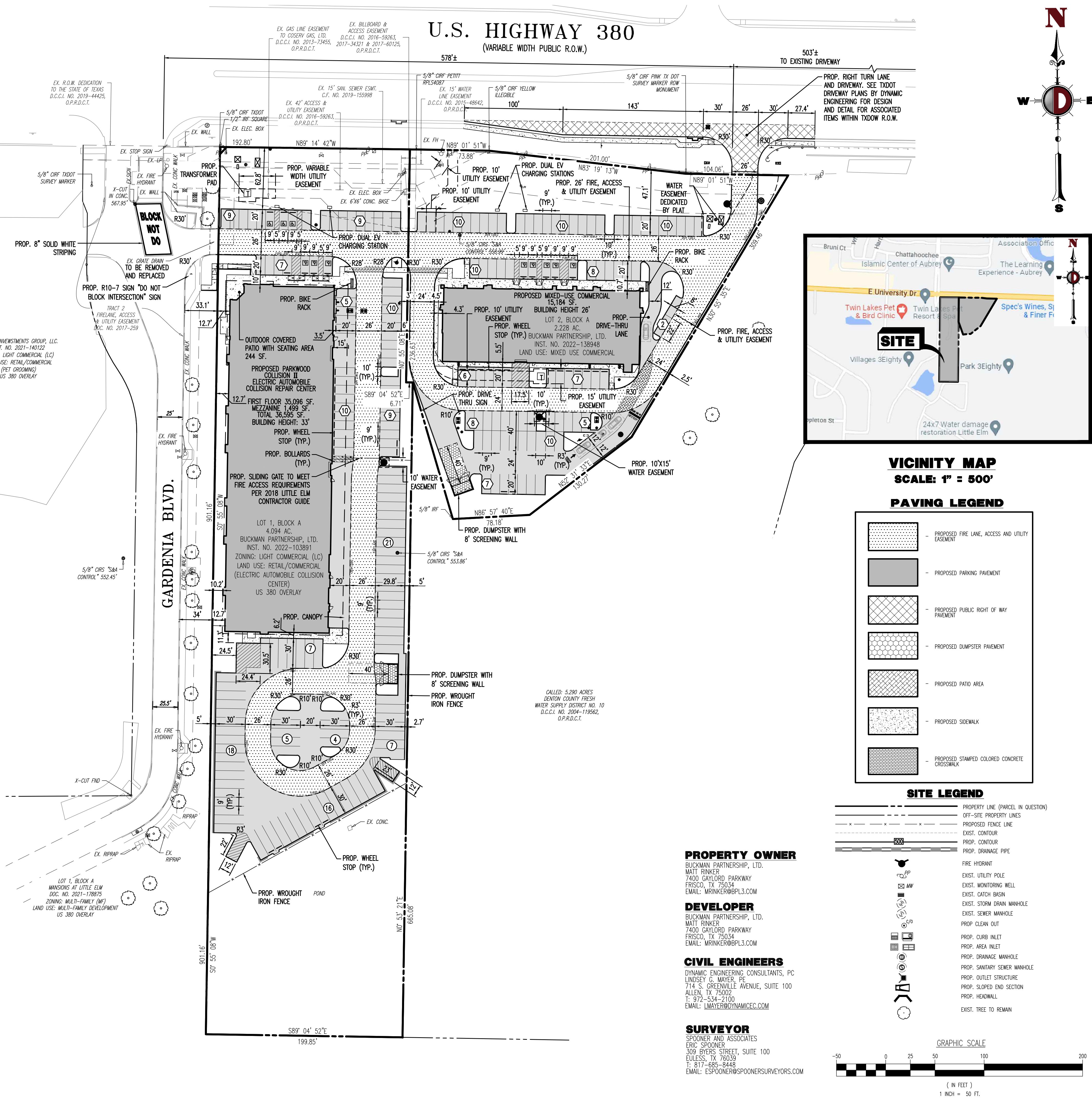
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Plotted: 01/13/25 - 5:41 PM, By: jkaplan

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Site Data Summary Chart			
Site Data Summary	Existing/Required LC	Proposed Auto Repair Center Proposed LC PD	Proposed Commercial Site Proposed LC PD
Existing Zoning	20' Min. 100' Max.	63.3'	63.3'
Front Setback	No minimum	varies	varies
Side Setback	No minimum	varies	varies
Rear Setback	Land Use: Retail/Commercial (LC) US 380 Overlay	Retail/Commercial	Retail/Commercial
Land Use Designation	Gross Acreage	4.09	2.23
	Net Acreage	4.09	2.23
	Number of Proposed Lots	1	1
	Percentage of Site Coverage	20.8%	17.3%
	Area of Open Space (SF)	66,022	24,800
	Percentage of Open Space	37.1%	25.5%
	Percentage of Landscape	35.7%	27.3%
	Area of Impervious Coverage (SF)	114,615	70,612
	Percentage of Impervious Coverage	64.3%	72.7%
Proposed Building Area (square footage footprint)			
Including Patio Areas	-	36,994	16,760
Number of Single-Story Buildings	-	-	1
Number of Two-Story Buildings	-	1	-
Maximum Building Height	60'	33'	26'
Proposed Floor Area (SF)			
Include Patio Areas	-	38,493	16,760
Proposed Floor Area by Use			
Warehouse (SF)			
1 per 1000 SF of floor area plus 1 per employee on the maximum working shift		33,746	
Office (SF)			
1 per 300 SF of floor area		2,849	
Retail/Restaurant (SF)			
1 per 200 SF of floor area			16,760
Required Parking		59	84
Provided Parking			
Standard		53	86
Handicap		6	5
Total		59	91
Inventory Parking		78	-
Electric Vehicle Charging Infrastructure			
1 per 25 required parking stalls		3 Min.	4 Min.
Bicycle Racks			
1 each		1	1
Required Loading Spaces			
Bldg. SF (25,001 to 50,000)			
1 space		1	-



**DYNAMIC ENGINEERING**  
• SURVEY • PLANNING • TRAFFIC

10	07/13/25	DRIVE THRU ADDITION	LGM	BY
5	09/25/24	GRADE REMOVAL	LGM	
6	09/25/24	GRADE REMOVAL	LGM	
4	07/30/24	ADA STALL RELOCATION	LGM	
3	07/09/24	DRIVEWAY RELOCATION	LGM	
2	05/01/24	SIDEWALK REVISION	LGM	
1	03/01/24	SIDEWALK, CROSSWALK, AND RAMP REVISIONS	LGM	
REV.	DATE	COMMENTS		

THIS PLAN SET IS FOR PERMITTING PURPOSES ONLY AND MAY NOT BE USED FOR CONSTRUCTION

DRAWN BY: UK  
DESIGNED BY: RG  
CHECKED BY: LGM

PROJECT: **PARKWOOD COLLISION II**  
BUCKMAN PARTNERSHIP, LTD.  
BLOCK A, LOTS 1 AND 2  
2667/8 E. UNIVERSITY DR. (US-380)  
TOWN OF LITTLE ELM, DEVON COUNTY, TEXAS

SDV-23-02020

**811**  
PROTECT YOURSELF  
ALL STATES REQUIRE NOTIFICATION OF EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISRUPT THE EARTH'S SURFACE ANYWHERE IN ANY STATE  
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(dba) MIDWEST DYNAMIC ENGINEERING CONSULTANTS, PC  
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Suite 100, Allen, TX 75002  
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Offices conveniently located at:  
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Cheney, New Jersey • T: 908.679.9227  
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Long Beach, New Jersey • T: 754.974.0288  
Newark, Pennsylvania • T: 754.974.0288  
Houston, Texas • T: 281.789.4400  
Dallas, Texas • T: 214.646.4047  
Del Rio, Texas • T: 361.721.8870  
Phoenix, Arizona • T: 480.582.5880  
Texas Registered Engineering Firm No. F-13660  
[www.dynamiccec.com](http://www.dynamiccec.com)

01/13/2025

**LINDSEY G. MAYER**  
PROFESSIONAL ENGINEER  
TEXAS LICENSE NO. 107537

TITLE: **REVISED SITE PLAN**

SCALE: (H) 1"=50'  
(V) 1"=50'

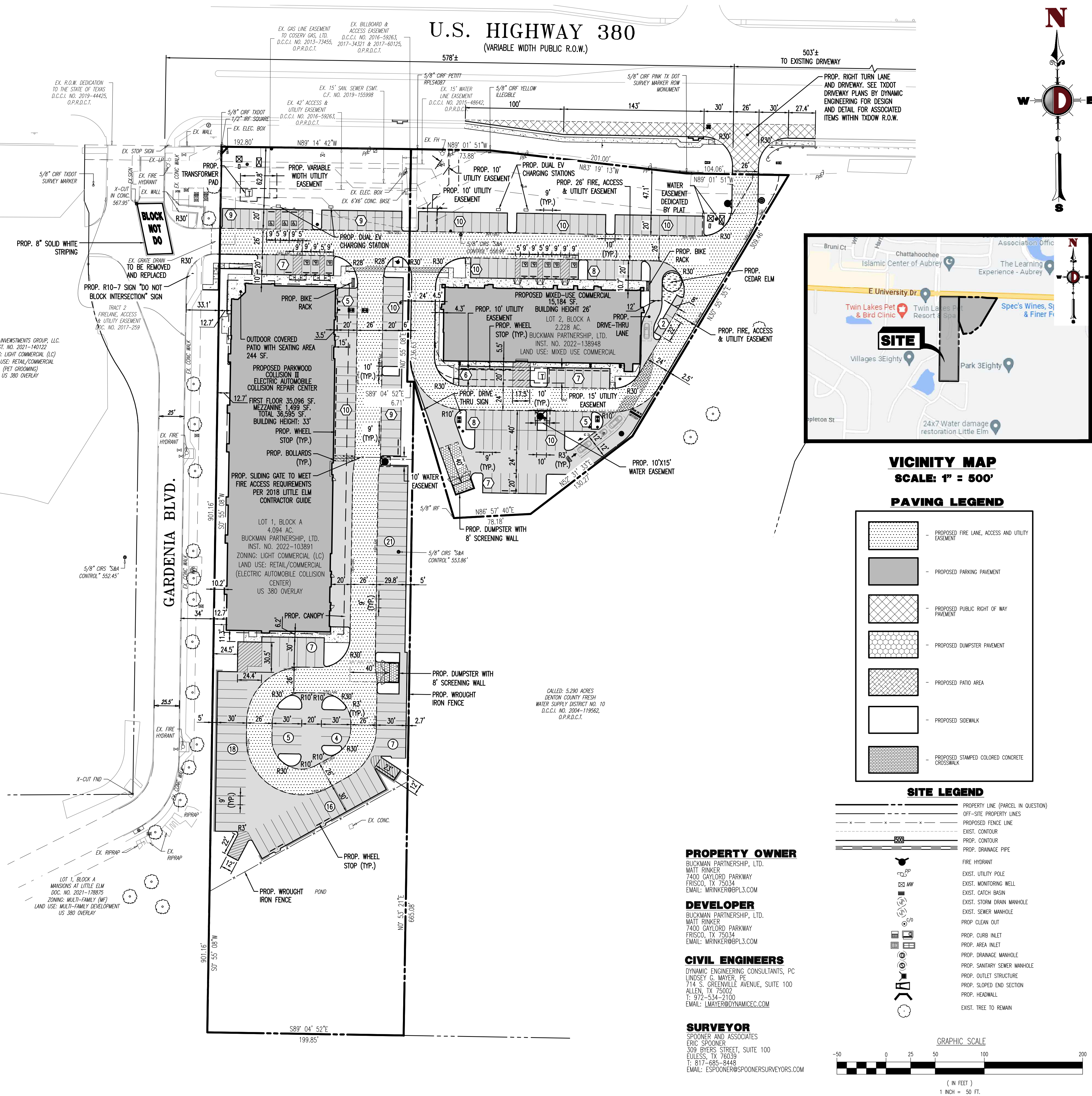
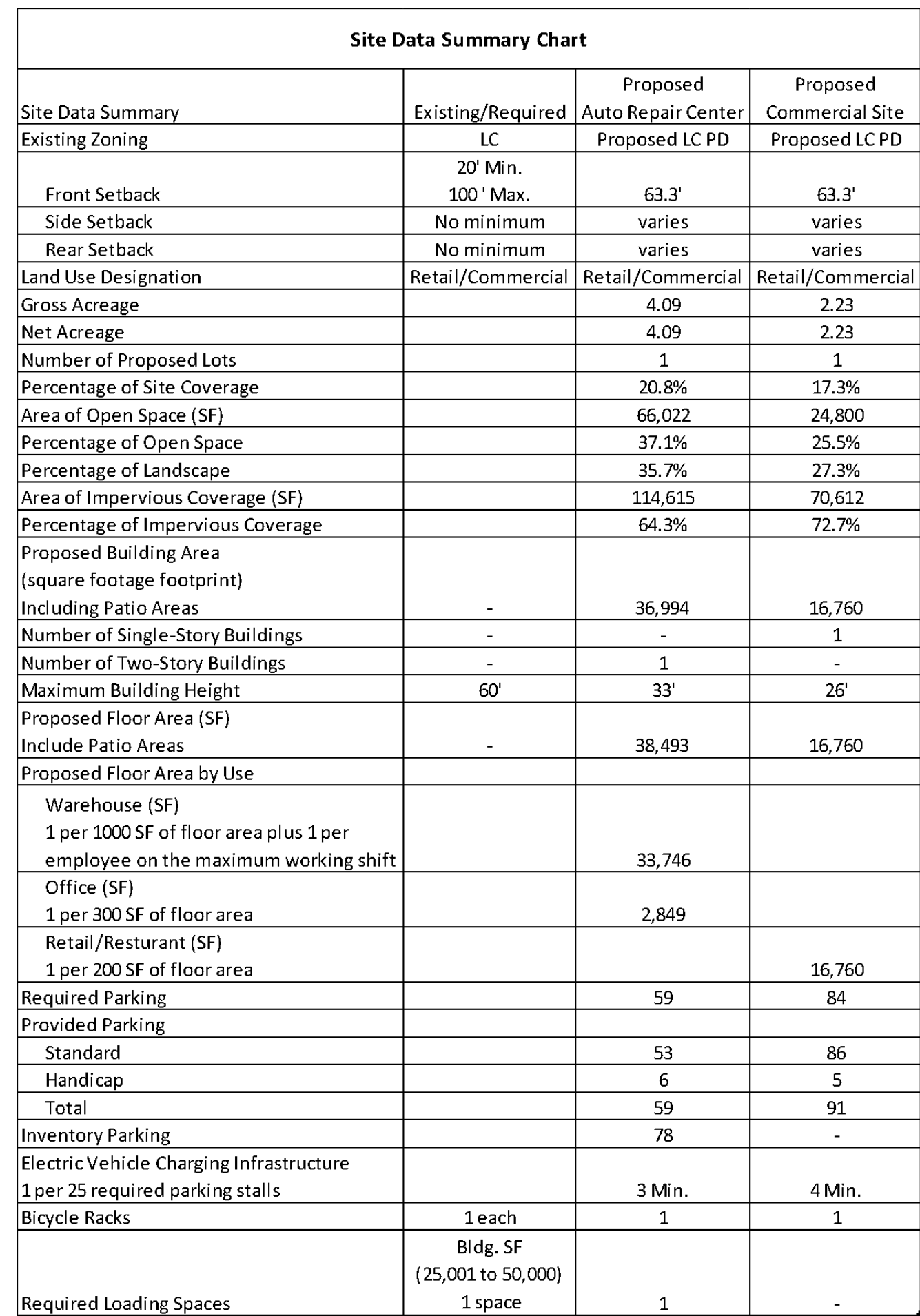
DATE: 01/13/2025

PROJECT No: 4704-23-00656

SHEET No: **1 OF 1**

Rev. #: 10



[illegible]





**Date:** 01/21/2025  
**Agenda Item #:** 5. F.  
**Department:** Development Services  
**Strategic Goal:** Provide a safe and welcoming environment for Little Elm residents and visitors  
**Staff Contact:** Wesley Brandon, Town Engineer

---

**AGENDA ITEM:**

Consider Action to **Approve Ordinance No. 1797 Altering the Prima Facie Speed Limits Established for Vehicles under the Provisions of Transportation Code, Section 545.356 upon State Highway No. FM 423 or parts thereof, within the Incorporated limits of the Town of Little Elm as set out in this Ordinance; Repealing all Ordinances in Conflict Herewith; Providing a Penalty of a Fine not to exceed \$200.00 for the Violation thereof; Providing Severability Clause; and Providing for Publication and Effective Date.**

**DESCRIPTION:**

The Texas Department of Transportation (TxDOT) conducted a speed zone study of FM 423 in the Town of Little Elm to determine if there has been a change in driver speed patterns.

The TxDOT study indicated 85<sup>th</sup> percentile speeds ranging from 44 to 46 mph in the southbound direction, and 49 mph in the northbound direction. The existing posted speed limit of 50 mph will be decreased 5 mph, making the new posted speed limit of 45 mph for this section. Other areas within the corridor already posted at 45 mph will remain the same speed limit. The TxDOT study also included speed limit recommendations along FM 423 within the City of Frisco to match the 45 mph speed limit recommended within the Town of Little Elm.

TxDOT believes the recommended speeds will closely correspond to the speeds at which the normal and prudent driver will drive under the existing conditions.

Based on the results of the new speed study, TxDOT is requesting the Town of Little Elm adopt a new Ordinance altering the prima facie speed for vehicles on Highway FM 423 to the speed limits detailed. TxDOT will furnish and install the necessary signs at the proper locations upon receipt of the signed Ordinance from the Town establishing the new speed limit.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Staff recommends approval.

---

**Attachments**

Ordinance 1797

TxDOT Request Letter

TxDOT Speed Study

**Town of Little Elm**

**ORDINANCE NO. 1797**

**AN ORDINANCE ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF TRANSPORTATION CODE, SECTION 545.356 UPON STATE HIGHWAY NO. FM 423 OR PARTS THEREOF, WITHIN THE INCORPORATED LIMITS OF THE TOWN OF LITTLE ELM AS SET OUT IN THIS ORDINANCE; AND REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING A PENALTY OF A FINE NOT TO EXCEED \$200.00 FOR THE VIOLATION THEREOF; PROVIDING SEVERABILITY CLAUSE; AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.**

WHEREAS, Section 545.356 of the Texas Transportation Code, provides that whenever the governing body of the Town shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the Town, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway;

WHEREAS, Upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of Transportation Code, Section 545.356, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows on attached Exhibit "A";

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

SECTION 1: That from and after the date of passage of this speed zone ordinance, no motor vehicle shall be operated along and upon Texas Highway No. FM 423 within the corporate limits of the Town of Little Elm in excess of speeds now set forth in Exhibit "A".

SECTION 2: The Mayor of Little Elm is hereby authorized to cause to be erected, appropriate signs indicating such speed zones.

SECTION 3: Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not to exceed Two Hundred Dollars (\$200.00).

SECTION 4: All provisions of any ordinance in conflict herewith are hereby repealed insofar as it conflicts with this Ordinance, but not otherwise; provided, however, that any complaint, 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 ordinance (or portion thereof) which is in conflict herewith shall continue to be governed by the provisions of that ordinance and for the purpose such ordinance shall be deemed to remain and shall continue in full force and effect.

SECTION 5: Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Little Elm hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 6: This Ordinance shall be effective upon its passage and publication as required by law.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM,  
TEXAS ON THIS 21ST DAY OF JANUARY, 2025.

---

Curtis Cornelious, Mayor  
Town of Little Elm, Texas

Attest:

---

Caitlan Biggs, Town Secretary

APPROVED AS TO FORM:

---

Robert Brown, Town Attorney



2624 W Prairie St. | Denton, Texas 76201  
940.387.1414  
txdot.gov

January 3, 2025

Control: 1567-01  
Highway: FM423  
County: Denton

Wesley Brandon, P.E.  
Town Engineer/Assistant Director of Development Services  
Town of Little Elm  
100 West Eldorado Pkwy  
Little Elm, Texas 75068

Subject: FM 423 Speed Study

Dear Mr. Brandon:

Attached for your information and handling is a computer printout of the speed zone study on FM423 within the Town of Little Elm, along with City of Frisco and The Colony. The speed zone study was done after the request from the City of Frisco to re-evaluate the speed of this roadway. The printout shows that the recommended speeds correspond to the speeds at which the normal and prudent driver is driving under the existing conditions.

To proceed with the changing of the speed limits, TxDOT requires a signed city ordinance matching the zones on the speed study. Please forward the signed ordinance to our office by Monday, February 10, 2025, for further processing. Upon receipt of the ordinance from the Town of Little Elm, TxDOT will furnish and install the necessary signs at the proper locations. Should you already have an ordinance on file that matches the limits shown on the study, please forward a copy of that to our office for our records.

If we may be of further assistance, please feel free to contact Bahman Afsheen, P.E. at the above address or by telephone at 214-320-6229.

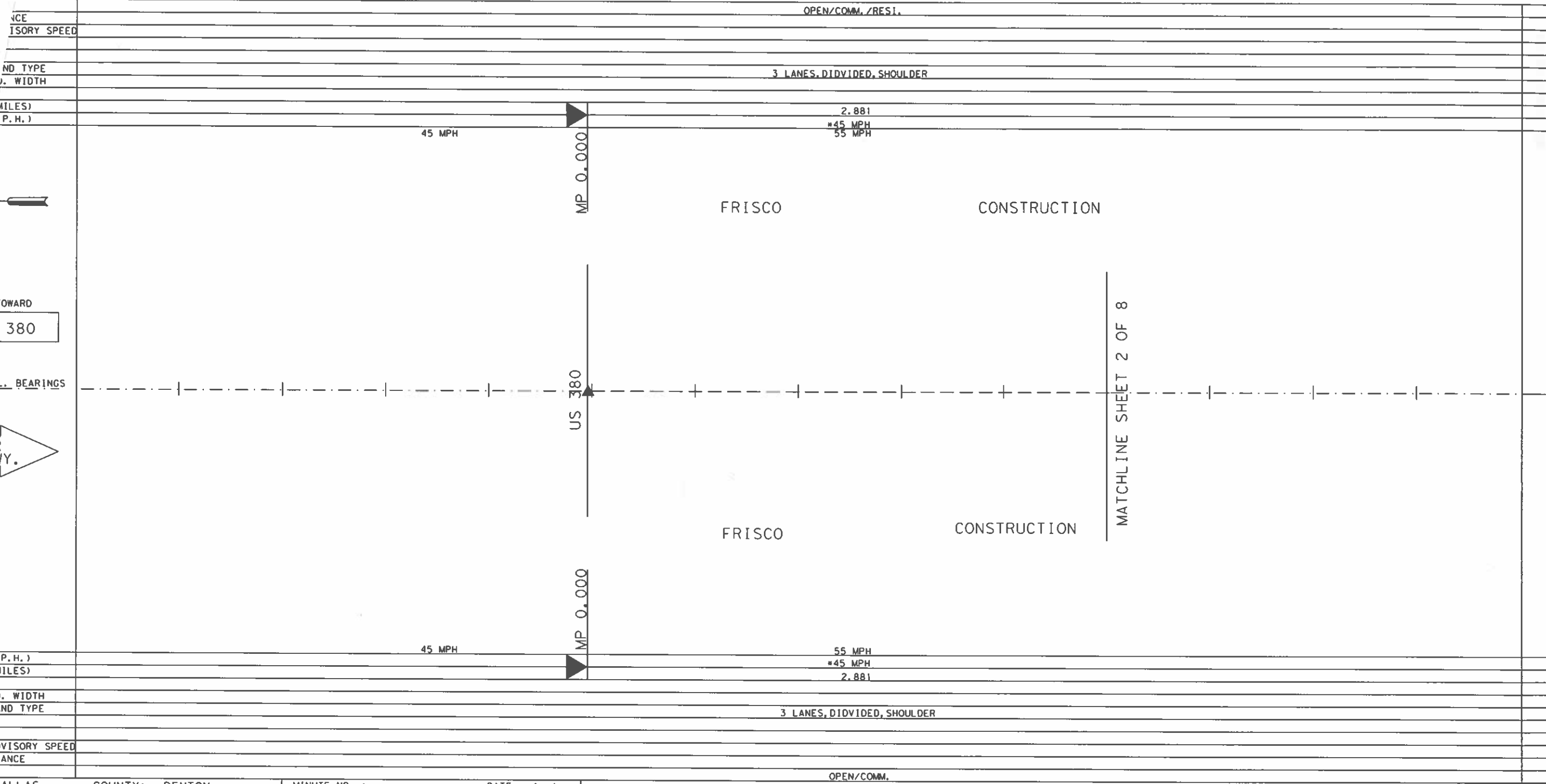
Sincerely,

A handwritten signature in dark ink, appearing to read "Amanda Miller, P.E.", is written above the typed name.

Amanda Miller, P.E.  
Denton County Area Engineer

Attachments  
cc: Traffic – Speed Zone Folder

FM 423



DEVELOPMENT:

DISTRICT: DALLAS	COUNTY: DENTON	MINUTE NO. : _____	DATE ____/____/____
HIGHWAY: FM 423	CITY: FRISCO	REPLACES : _____	DATE ____/____/____
DATE OF STUDY 10-23-24	SCALE 1" = 0.1 MILES	REPLACED BY : _____	DATE ____/____/____
		CANCELLED BY : _____	DATE ____/____/____

LIMITS OF ZONE

SECTION ONE				SECTION TWO			
		LENGTH	MILES			LENGTH	MILES
BEGINS	STA. OR M.P.	CONT. AND SECT.	PROJECT	BEGINS	STA. OR M.P.	CONT. AND SECT.	PROJECT
	0 + 00	-	(    )		+	-	(    )
	MP				MP		
ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT	ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT
	0 + 00	-	(    )		+	-	(    )
	MP				MP		

LEGEND

- 42 85 PERCENTILE SPEED
- 62 TOP SPEED MEASURED
- 125 NUMBER OF CARS CHECKED
- FATAL ACCIDENT
- PERSONAL INJURY ACCIDENT
- PROPERTY DAMAGE ACCIDENT
- INDICATES SECTION ZONED BY COMMISSION MINUTE
- SIGNALIZED INTERSECTION
- TRIAL RUN

**SPEED ZONE**

CONT. 1567 SEC. 01  
CONT. 1567 SEC. 02  
CONT. 1315 SEC. 02

LIMITS: FROM US 380 TO LONESTAR RANCH PKWY.

\*SPEED LIMIT REDUCED BY 5 MPH  
BELOW THE 85TH PERCENTILE SPEED DUE  
TO THE FOLLOWING FACTOR:  
HIGH DRIVEWAY DENSITY

SHEET 1 OF 8

Texas Department of Transportation

SPEED STUDY  
DENTON COUNTY  
FM 423

DESIGN TEAM	FED. DIST. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
	STATE	STATE DIST. NO.	COUNTY
CHECKED	CONTROL NO.	SECTION NO.	JOB NO.
			HIGHWAY NO.



DEVELOPMENT	OPEN/COMM./RESI.
RES. SIGHT DISTANCE	
BALL BANK OR ADVISORY SPEED	
CURVES OVER 2°	
GRADES OVER 3%	
SURFACE WIDTH AND TYPE	3 LANES, DIVIDED, SHOULDER
R.O.W. AND RDBD. WIDTH	
ACCIDENTS	
ZONE LENGTHS (MILES)	2.881
ZONE SPEEDS (M.P.H.)	45 MPH 55 MPH
EXISTING SPEED	

TOWARD  
US 380

TOWARD  
LONE STAR  
RANCH PKWY.

ST. 8  
53  
66  
125

49  
56  
125

FRISCO

FRISCO

ROCKHILL PKWY.

LITTLE RANCE RD.

CRYSTAL LAKE DR

MATCHLINE SHEET 1 OF 8

MATCHLINE SHEET 3 OF 8

C.L. BEARINGS

EXISTING SPEED	55 MPH
ZONE SPEEDS (M.P.H.)	45 MPH
ZONE LENGTHS (MILES)	2.881
ACCIDENTS	
R.O.W. AND RDBD. WIDTH	
SURFACE WIDTH AND TYPE	3 LANES, DIVIDED, SHOULDER
GRADES OVER 3%	
CURVES OVER 2°	
BALL BANK OR ADVISORY SPEED	
RES. SIGHT DISTANCE	
DEVELOPMENT	OPEN/COMM. OPEN/RESI.

DISTRICT: DALLAS	COUNTY: DENTON	MINUTE NO. : _____	DATE ____/____/____
HIGHWAY: FM 423	CITY: FRISCO	REPLACES : _____	DATE ____/____/____
DATE OF STUDY 10-23-24	SCALE 1" = 0.1 MILES	REPLACED BY : _____	DATE ____/____/____
		CANCELLED BY : _____	DATE ____/____/____

LIMITS OF ZONE											
SECTION ONE		LENGTH		MILES		SECTION TWO		LENGTH		MILES	
BEGINS	STA. OR M.P.	CONT. AND SECT.	PROJECT	BEGINS	STA. OR M.P.	CONT. AND SECT.	PROJECT	BEGINS	STA. OR M.P.	CONT. AND SECT.	PROJECT
	0 + 00	-	( )		0 + 00	-	( )		0 + 00	-	( )
ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT	ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT	ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT
	0 + 00	-	( )		0 + 00	-	( )		0 + 00	-	( )

LEGEND

42

62

125

85 PERCENTILE SPEED  
TOP SPEED MEASURED  
NUMBER OF CARS CHECKED

●

FATAL ACCIDENT

○

PERSONAL INJURY ACCIDENT

○

PROPERTY DAMAGE ACCIDENT

—

INDICATES SECTION ZONED BY COMMISSION MINUTE

▲

SIGNALIZED INTERSECTION

○

TRIAL RUN

SPEED ZONE

CONT. 1567 SEC. 01  
CONT. 1567 SEC. 02  
CONT. 1315 SEC. 02

LIMITS: FROM US 380 TO LONESTAR RANCH PKWY.

\*SPEED LIMIT REDUCED BY 5 MPH  
BELOW THE 85TH PERCENTILE SPEED DUE  
TO THE FOLLOWING FACTOR:  
HIGH DRIVEWAY DENSITY

SHEET 2 OF 8

Texas Department of Transportation

SPEED STUDY  
DENTON COUNTY  
FM 423

DESIGN TEAM	FED. NO. DIV. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
	STATE	STATE DIST. NO.	COUNTY
CHECKED	CONTROL NO.	SECTION NO.	JOB NO.

DEVELOPMENT	OPEN/COMM./RESI.
RES. SIGHT DISTANCE	
BALL BANK OR ADVISORY SPEED	
CURVES OVER 2°	
GRADES OVER 3%	
SURFACE WIDTH AND TYPE	3 LANES, DIVIDED, SHOULDER
R.O.W. AND R.O.B.D. WIDTH	
ACCIDENTS	
ZONE LENGTHS (MILES)	2.881
ZONE SPEEDS (M.P.H.)	*45 MPH 55 MPH
EXISTING SPEED	

FRISCO

FRISCO

FRISCO

FRISCO

ST. 7

53  
63  
125

51  
59  
125

TOWARD US 380

TOWARD LONE STAR RANCH PKWY.

MATCHLINE SHEET 5 OF 8

FRISCO RANCH DR.

PANTHER CREEK PKWY.

MATCHLINE SHEET 4 OF 8

EXISTING SPEED	55 MPH
ZONE SPEEDS (M.P.H.)	*45 MPH
ZONE LENGTHS (MILES)	2.881
ACCIDENTS	
R.O.W. AND R.O.B.D. WIDTH	
SURFACE WIDTH AND TYPE	3 LANES, DIVIDED, SHOULDER
GRADES OVER 3%	
CURVES OVER 2°	
BALL BANK OR ADVISORY SPEED	
RES. SIGHT DISTANCE	
DEVELOPMENT	OPEN/RESI.

DISTRICT: DALLAS	COUNTY: DENTON	MINUTE NO. :	DATE / /
HIGHWAY: FM 423	CITY: FRISCO	REPLACES :	DATE / /
DATE OF STUDY 10-23-24	SCALE 1" = 0.1 MILES	REPLACED BY :	DATE / /
		CANCELLED BY :	DATE / /

LIMITS OF ZONE							
SECTION ONE		LENGTH		MILES		SECTION TWO	
BEGINS	STA. OR M.P.	CONT. AND SECT.	PROJECT	BEGINS	STA. OR M.P.	CONT. AND SECT.	PROJECT
	0 + 00		( )				( )
	MP				MP		
ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT	ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT
	0 + 00		( )				( )
	MP				MP		

LEGEND

42 85 PERCENTILE SPEED

62 TOP SPEED MEASURED

125 NUMBER OF CARS CHECKED

● FATAL ACCIDENT

○ PERSONAL INJURY ACCIDENT

○ PROPERTY DAMAGE ACCIDENT

— INDICATES SECTION ZONED BY COMMISSION MINUTE

▲ SIGNALIZED INTERSECTION

○ TRIAL RUN

SPEED ZONE

CONT. 1567 SEC. 01

CONT. 1567 SEC. 02

CONT. 1315 SEC. 02

LIMITS: FROM US 380 TO LONESTAR RANCH PKWY.

\*SPEED LIMIT REDUCED BY 5 MPH BELOW THE 85TH PERCENTILE SPEED DUE TO THE FOLLOWING FACTOR:

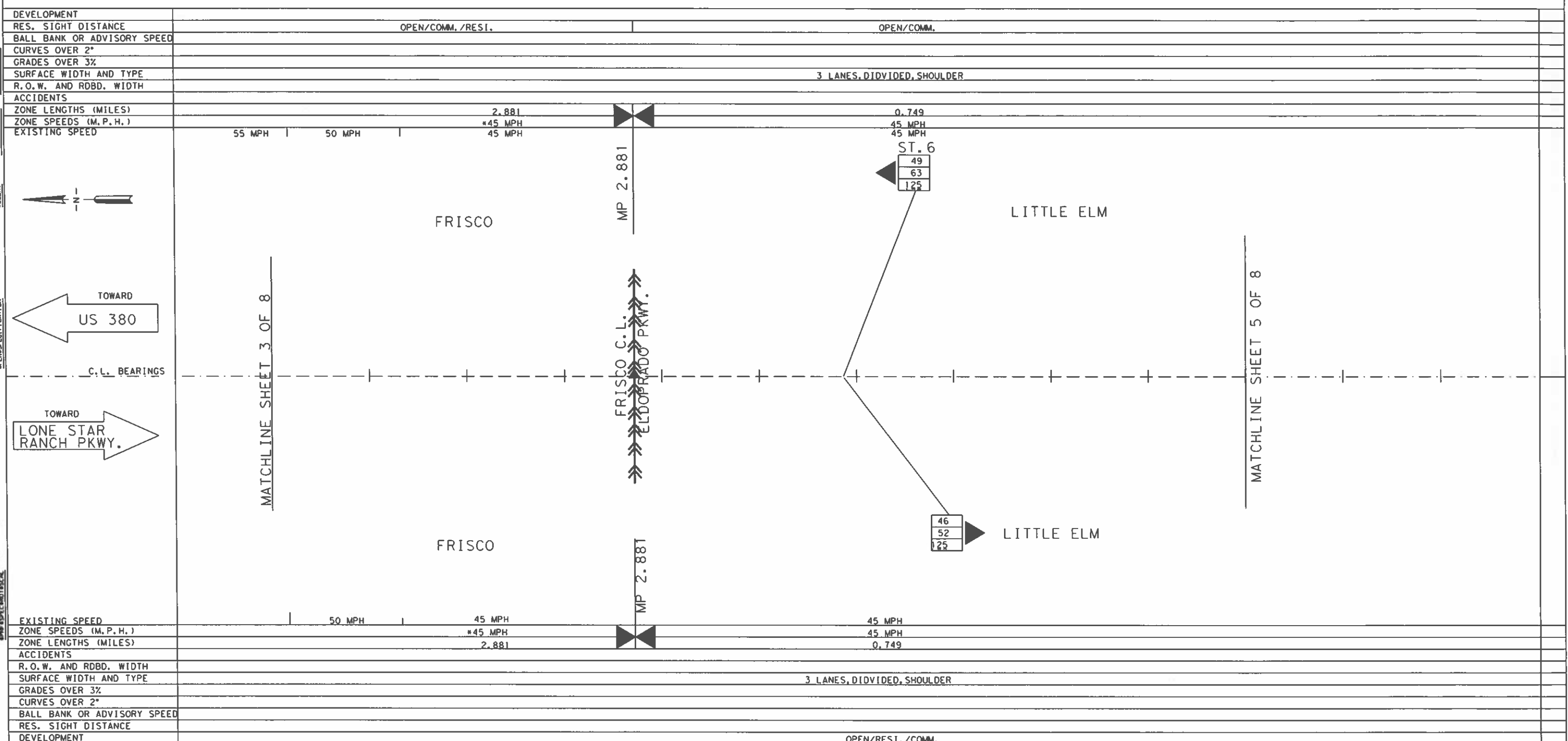
HIGH DRIVEWAY DENSITY

SHEET 3 OF 8

Texas Department of Transportation

SPEED STUDY  
DENTON COUNTY  
FM 423

DESIGN TEAM	FED. NO. DIV. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
	STATE	STATE DIST. NO.	COUNTY
CHECKED	CONTROL NO.	SECTION NO.	JOB NO. HIGHWAY NO.



DISTRICT: DALLAS	COUNTY: DENTON	MINUTE NO. :	DATE / /
HIGHWAY: FM 423	CITY: FRISCO	REPLACES :	DATE / /
DATE OF STUDY 10-23-24	SCALE 1" = 0.1 MILES	REPLACED BY :	DATE / /
		CANCELLED BY :	DATE / /
LIMITS OF ZONE			
SECTION ONE		SECTION TWO	
STA. OR M.P.	CONT. AND SECT.	STA. OR M.P.	CONT. AND SECT.
BEGINS 0+00	- - - - -	BEGINS 0+00	- - - - -
ENDS 0+00	- - - - -	ENDS 0+00	- - - - -

LEGEND

- 42 85 PERCENTILE SPEED
- 62 TOP SPEED MEASURED
- 125 NUMBER OF CARS CHECKED
- FATAL ACCIDENT
- PERSONAL INJURY ACCIDENT
- PROPERTY DAMAGE ACCIDENT
- INDICATES SECTION ZONED BY COMMISSION MINUTE
- SIGNALIZED INTERSECTION
- TRIAL RUN

SPEED ZONE

CONT. 1567 SEC. 01

CONT. 1567 SEC. 02

CONT. 1315 SEC. 02

LIMITS: FROM US 380 TO LONESTAR RANCH PKWY.

\*SPEED LIMIT REDUCED BY 5 MPH BELOW THE 85TH PERCENTILE SPEED DUE TO THE FOLLOWING FACTOR: HIGH DRIVEWAY DENSITY

SHEET 4 OF 8

Texas Department of Transportation

SPEED STUDY

DENTON COUNTY

FM 423

DESIGN TEAM	FED. NO. DIV. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
CHECKED	STATE	STATE DIST. NO.	COUNTY
	CONTRACT NO.	SECTION NO.	JOB NO.
			HIGHWAY NO.

3 LANES, DIVIDED, SHOULDER

0.749			
*45 MPH			
45 MPH	CONT.1315	SEC.02	CONT.1567 SEC.01



OPEN/RESL./COMM.

### LEGEND

● FATAL ACCIDENT  
 ◐ PERSONAL INJURY ACCIDENT  
 ○ PROPERTY DAMAGE ACCIDENT


— INDICATES SECTION ZONED  
BY COMMISSION MINUTE

▲ SIGNALIZED INTERSECTION

○ TRIAL RUN

CONT. 1567 SEC. 01  
CONT. 1567 SEC. 02  
CONT. 1315 SEC. 02

\*SPEED LIMIT REDUCED BY 5 MPH  
BELOW THE 85TH PERCENTILE SPEED DUE  
TO THE FOLLOWING FACTOR:  
HIGH DRIVEWAY DENSITY



Texas Department of Transportation

DESIGN TEAM	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
	STATE	STATE DIST. NO.	COUNTY	
CHECKED	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.

DEVELOPMENT  
RES. SIGHT DISTANCE  
BALL BANK OR ADVISORY SPEED  
CURVES OVER 2"  
GRADES OVER 3%  
SURFACE WIDTH AND TYPE  
R.O.W. AND RDBD. WIDTH  
ACCIDENTS  
ZONE LENGTHS (MILES)  
ZONE SPEEDS (M.P.H.)  
EXISTING SPEED

3 LANES, DIVIDED, SHOULDER

0.410 2.254  
\*45 MPH \*45 MPH  
50 MPH 50 MPH  
CONT. 1567 SEC. 01 CONT. 1567 SEC. 02

MP 10.773  
MP 0.000

ST. 4  
54  
65  
125

FRISCO

FRISCO

49  
56  
125

TOWARD  
US 380

TOWARD  
LONE STAR RANCH PKWY.

C.L. BEARINGS

MATCHLINE SHEET 5 OF 8

MAIN ST.

OLD NEWMAN RD.

STONEBROOK PKWY.

MATCHLINE SHEET 7 OF 8

EXISTING SPEED  
ZONE SPEEDS (M.P.H.)  
ZONE LENGTHS (MILES)

50 MPH  
\*45 MPH  
0.410

50 MPH  
\*45 MPH  
2.254

3 LANES, DIVIDED, SHOULDER

DISTRICT: DALLAS COUNTY: DENTON  
HIGHWAY: FM 423 CITY: FRISCO  
DATE OF STUDY 10-23-24 SCALE 1" = 0.1 MILES

MINUTE NO. : DATE / /  
REPLACES : DATE / /  
REPLACED BY : DATE / /  
CANCELLED BY : DATE / /

LIMITS OF ZONE

SECTION ONE				SECTION TWO			
BEGINS	STA. OR M.P.	CONT. AND SECT.	PROJECT	BEGINS	STA. OR M.P.	CONT. AND SECT.	PROJECT
	0 + 00	-	( )		0 + 00	-	( )
	MP				MP		
ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT	ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT
	0 + 00	-	( )		0 + 00	-	( )
	MP				MP		

OPEN/RESI./COMM.

LEGEND

- 42 85 PERCENTILE SPEED
- 62 TOP SPEED MEASURED
- 125 NUMBER OF CARS CHECKED
- FATAL ACCIDENT
- PERSONAL INJURY ACCIDENT
- PROPERTY DAMAGE ACCIDENT
- INDICATES SECTION ZONED BY COMMISSION MINUTE
- SIGNALIZED INTERSECTION
- TRIAL RUN

SPEED ZONE

CONT. 1567 SEC. 01  
CONT. 1567 SEC. 02  
CONT. 1315 SEC. 02

LIMITS: FROM US 380 TO LONESTAR RANCH PKWY.

Texas Department of Transportation

SPEED STUDY  
DENTON COUNTY  
FM 423

DESIGN TEAM	FED. AID PROJECT NO.	SHEET NO.
CHECKED	CONTROL NO.	SECTION NO.

DEVELOPMENT
RES. SIGHT DISTANCE
BALL BANK OR ADVISORY SPEED
CURVES OVER 2"
GRADES OVER 3%
SURFACE WIDTH AND TYPE
R.O.W. AND RDBD. WIDTH
ACCIDENTS
ZONE LENGTHS (MILES)
ZONE SPEEDS (M.P.H.)
EXISTING SPEED

3 LANES, DIVIDED, SHOULDER

2.254  
\*45 MPH  
50 MPH

ST. 3  
45  
53  
125

FRISCO

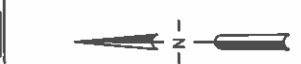
FRISCO

42  
51  
125

50 MPH  
\*45 MPH  
2.254

3 LANES, DIVIDED, SHOULDER

OPEN/RESI./COMM.



MATCHLINE SHEET 6 OF 8

DEL WEBB BLVD.

LEBANNON RD.

MATCHLINE SHEET 8 OF 8

EXISTING SPEED
ZONE SPEEDS (M.P.H.)
ZONE LENGTHS (MILES)
ACCIDENTS
R.O.W. AND RDBD. WIDTH
SURFACE WIDTH AND TYPE
GRADES OVER 3%
CURVES OVER 2"
BALL BANK OR ADVISORY SPEED
RES. SIGHT DISTANCE
DEVELOPMENT

DISTRICT: DALLAS COUNTY: DENTON  
HIGHWAY: FM 423 CITY: FRISCO  
DATE OF STUDY 10-23-24 SCALE 1" = 0.1 MILES

MINUTE NO. : DATE / /  
REPLACES : DATE / /  
REPLACED BY : DATE / /  
CANCELLED BY : DATE / /

LIMITS OF ZONE

SECTION ONE				SECTION TWO			
BEGINS	STA. OR M.P.	CONT. AND SECT.	PROJECT	BEGINS	STA. OR M.P.	CONT. AND SECT.	PROJECT
	0 + 00	-	( )		0 + 00	-	( )
	MP				MP		
ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT	ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT
	0 + 00	-	( )		0 + 00	-	( )
	MP				MP		

LEGEND

42  
62  
125

85 PERCENTILE SPEED  
TOP SPEED MEASURED  
NUMBER OF CARS CHECKED

●

FATAL ACCIDENT

○

PERSONAL INJURY ACCIDENT

○

PROPERTY DAMAGE ACCIDENT

—

INDICATES SECTION ZONED  
BY COMMISSION MINUTE

▲

SIGNALIZED INTERSECTION

◁

TRIAL RUN

SPEED ZONE

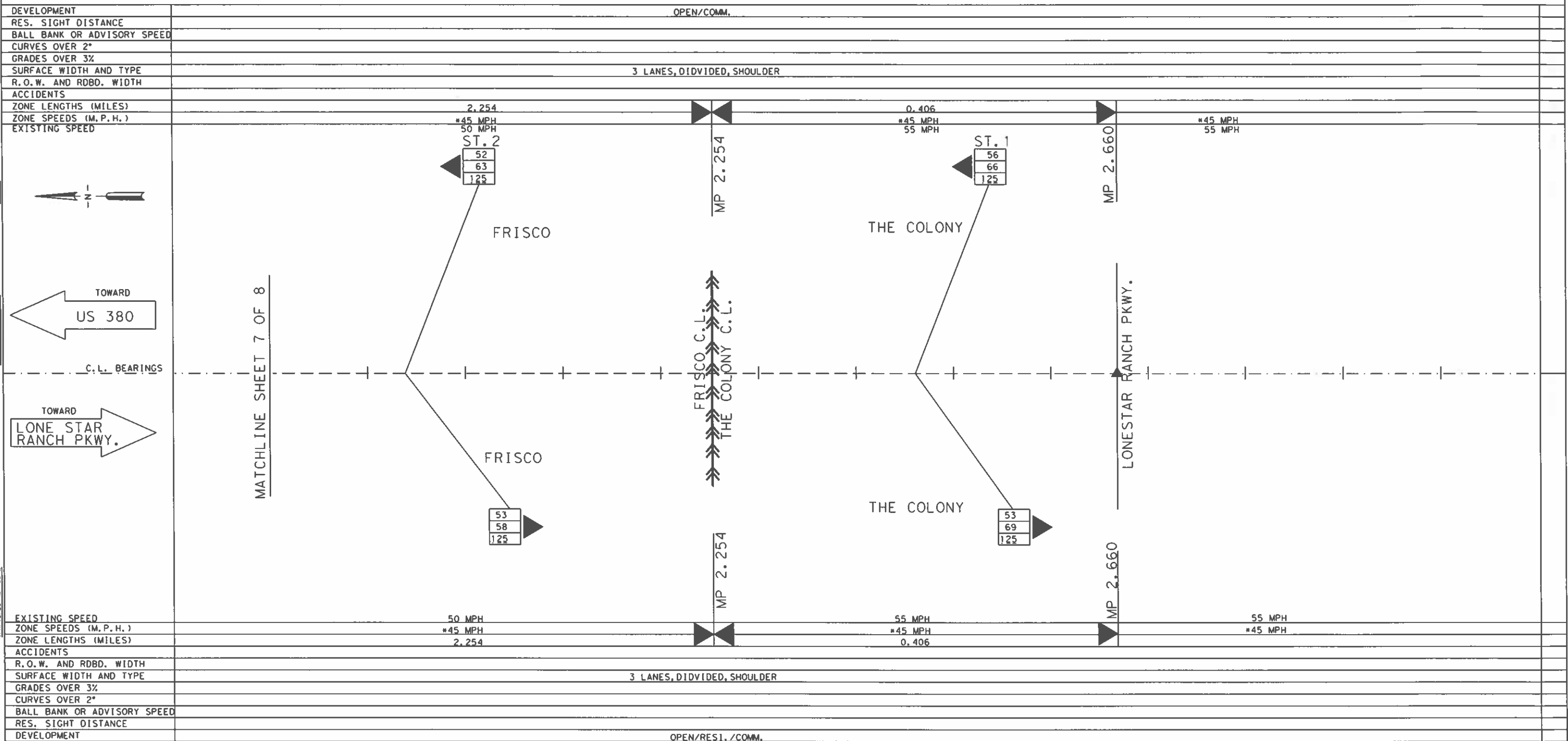
CONT. 1567 SEC. 01  
CONT. 1567 SEC. 02  
CONT. 1315 SEC. 02

LIMITS: FROM US 380 TO LONESTAR RANCH PKWY.  
\*SPEED LIMIT REDUCED BY 5 MPH  
BELOW THE 85TH PERCENTILE SPEED DUE  
TO THE FOLLOWING FACTOR:  
HIGH DRIVEWAY DENSITY



SPEED STUDY  
DENTON COUNTY  
FM 423

DESIGN TEAM	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
	STATE	STATE DIST. NO.	COUNTY
CHECKED	CONTROL NO.	SECTION NO.	JOB NO. HIGHWAY NO.



DISTRICT: DALLAS	COUNTY: DENTON	MINUTE NO. :	DATE / /
HIGHWAY: FM 423	CITY: FRISCO	REPLACES :	DATE / /
DATE OF STUDY 10-23-24	SCALE 1" = 0.1 MILES	REPLACED BY :	DATE / /
		CANCELLED BY :	DATE / /

LIMITS OF ZONE			
SECTION ONE		SECTION TWO	
BEGINS	STA. OR M.P.	BEGINS	STA. OR M.P.
	CONT. AND SECT.		CONT. AND SECT.
	PROJECT		PROJECT
ENDS	STA. OR M.P.	ENDS	STA. OR M.P.
	CONT. AND SECT.		CONT. AND SECT.
	PROJECT		PROJECT

LEGEND

- 42 85 PERCENTILE SPEED
- 52 TOP SPEED MEASURED
- 125 NUMBER OF CARS CHECKED
- FATAL ACCIDENT
- PERSONAL INJURY ACCIDENT
- PROPERTY DAMAGE ACCIDENT
- INDICATES SECTION ZONED BY COMMISSION MINUTE
- SIGNALIZED INTERSECTION
- TRIAL RUN

SPEED ZONE

CONT. 1567 SEC. 01  
CONT. 1567 SEC. 02  
CONT. 1315 SEC. 02

LIMITS: FROM US 380 TO LONESTAR RANCH PKWY.  
\*SPEED LIMIT REDUCED BY 5 MPH  
BELOW THE 85TH PERCENTILE SPEED DUE  
TO THE FOLLOWING FACTOR:  
HIGH DRIVEWAY DENSITY



**Date:** 01/21/2025  
**Agenda Item #:** 5. G.  
**Department:** Development Services  
**Strategic Goal:** Ensure excellence in public services while keeping up with the growth in the community  
**Staff Contact:** Wesley Brandon, Town Engineer

---

**AGENDA ITEM:**

Consider Action to Approve an **Interlocal Agreement between the Town of Little Elm and Riverside DPH, L.P., regarding the Advanced Funding for Improvements to US 380.**

**DESCRIPTION:**

The Texas Department of Transportation (TxDOT) has commenced the construction of improvements to US 380, which include expanding the highway to six lanes, as well as grade-separations (overpasses) at specific intersections along the corridor. In addition to these proposed improvements, the developer of Savannah Commercial, Riverside DPH, L.P., has requested the incorporation of additional driveway improvements into the project. In order to cover the increased design and construction costs, TxDOT requires the execution of an agreement that details the obligations and payment procedures related to the project.

Because TxDOT typically only executes these agreements with local governments, the developer has requested an interlocal agreement that would allow the Town to serve as a “pass-through” entity between them and TxDOT. As part of the agreement, the Town would execute an agreement with TxDOT, and the developer would be responsible for all costs associated with executing said agreement. The current estimated cost of the improvements is \$41,671.55.

**BUDGET IMPACT:**

There is no budget impact for this item. The developer will be responsible for all costs associated with executing the agreement.

**RECOMMENDED ACTION:**

Staff recommends approval.



Proposed Interlocal Agreement  
TxDOT Change Order Agreement  
Site Plan

**INTERLOCAL AGREEMENT REGARDING ADVANCE FUNDING  
FOR LOCAL GOVERNMENT CONTRIBUTIONS TO  
TRANSPORTATION IMPROVEMENT PROJECTS**

This Interlocal Agreement Regarding Advance Funding for Local Government Contributions to Transportation Improvement Projects (the “Agreement”) is made and entered into as of \_\_\_\_\_, 2025 (the “Effective Date”), by and between the Town of Little Elm, Texas, a home rule municipality situated in Denton County, acting by and through its governing body, the Town Council of the Town of Little Elm, Texas (the “Town”) and Riverside DPH, L.P. (the “Developer”), a conservation and reclamation district created pursuant to Article XVI, Section 59 and Article III, Section 52, Texas Constitution and operating pursuant to Chapter 375, Texas Local Government Code, and Chapter 49, Texas Water Code (each a “Party,” and collectively, the “Parties”).

**RECITALS**

WHEREAS, the Town is a home rule municipality that provides a full range of governmental services to its citizens; and

WHEREAS, the Developer is a political subdivision that provides water, sanitary sewer, drainage, roads, and other facilities and services within the boundaries of the District; and

WHEREAS, the State of Texas, acting through the Texas Department of Transportation (the “State”) has received authorization to undertake and complete a highway improvement generally described as Highway 380 Widening in Denton County; and

WHEREAS, the Town and State have entered into a **Master Agreement Governing Local Transportation Project Advance Funding Agreements**, dated September 9, 2000 (the “Master AFA”); and

WHEREAS, the Town and the State have entered into a change order agreement dated \_\_\_\_\_, 2025 (the “Change Order”), whereby the State has agreed to construct that certain improvements described as the construction of **Savannah Commercial Driveway Improvements** (the “Project”), as depicted in the attached **Exhibit “A,”** and the Town has agreed to advance funds to the State for payment of the Project; and

WHEREAS, the Developer has requested that the Town allow the Developer to participate in the Project by providing funding to the Town for said Project; and

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits contained herein, the Town and the Developer agree as follows:

## **AGREEMENT**

1. Project Funding and Work Responsibilities. The Town will authorize the performance of only the Project which the Developer has requested and has agreed to pay for as described in **Exhibit “B”** attached hereto and made a part hereof. In addition to identifying those items paid for by payments to the Town, Exhibit “B” also specifies those items that are the responsibility of the Developer and will be carried out and completed by the Developer, at no cost to the Town or State.

2. Payment of Funds. Prior to commencement of the Project, or as otherwise required by the State, the Developer agrees to remit a check made payable to the “Town of Little Elm, Texas” in the amount of \$41,671.55. The check shall be deposited by the Town in an account used solely for the Project and managed by the Town. The funds may only be applied by the Town to the Project based on the State’s actual costs for the Project. Upon completion of the Project and final accounting by the State, if excess funds remain, those funds shall be returned to the Developer within thirty (30) days of completion of the Project. If, after completion of the Project and final accounting by the State, there are not enough funds to cover the actual costs of the Project, the Developer shall make a payment to the Town to cover the remaining balance.

3. Right of Access. If the Developer is the owner of any part of the Project site, the Developer shall permit the Town or the State, or their authorized representatives, access to the site to perform any activities required to execute the work.

4. Adjustments Outside the Project Site. The Developer will provide or cause to be provided all necessary easements and utility adjustments needed for performance of the work on sites not owned or to be acquired by the Town or the State.

5. Responsibilities of the Parties. Responsibilities of the Parties will be under the same conditions as provided for the Town and the State in the Master AFA, without exception.

6. Document and Information Exchange. The Developer agrees to electronically deliver to the Town all general notes, specifications, contract provision requirements and related documentation in Microsoft Word or similar format. If requested by the Town, the Developer will use the Town’s or the State’s document template. At the request of the Town, the Developer shall submit any information required by the Town or the State in the format directed by the Town.

7. Inspection and Conduct of Work. Inspection and conduct of work will be under the terms and conditions as provided for in the LPAFA, without exception.

8. Increased Cost. Increased costs will be handled under the same conditions as provided for the Town and the State in the Master AFA, without exception.

9. Maintenance. Project maintenance will be under the same conditions as provided for in the Master AFA, without exception.

10. Termination. Termination of this Agreement shall be under the same conditions as provided for notices of the Master AFA, without exception.

11. Notices. Notices of this Agreement shall be under the same conditions as provided for notices of the Master AFA, without exception.

If to Developer:       Riverside DPH, L.P.  
                                  Managing Member  
                                  8200 Douglas Ave, Ste 300  
                                  Dallas, TX 75225

If to Town:               Town of Little Elm, Texas  
                                  Town Manager  
                                  100 W. Eldorado Parkway  
                                  Little Elm, Texas 75068

12. Successors and Assigns. The Town and the Developer each bind itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

13. Amendments. Amendments of this Agreement shall be made under the same conditions as amendments made to the Master AFA, without exception.

14. Incorporation of Master AFA and LPAFA Provisions This Agreement incorporates all relevant provisions of the Master AFA and the LPAFA in effect on the date of final execution of this Agreement, unless such provision is specifically excepted in this Agreement. Any conflict between the terms of the Master AFA or LPAFA and this Agreement shall be governed and controlled by this Agreement.

15. Signatory Warranty. Each signatory warrants that the signatory has the necessary authority to execute this Agreement on behalf of the entity represented.

[SIGNATURE PAGES TO FOLLOW]

EXECUTED on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, to be effective as of the Effective Date.

RIVERSIDE DPH, L.P.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TOWN OF LITTLE ELM, TEXAS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A – PLANS

Attached hereto



## EXHIBIT B – COST ESTIMATE



# TEXAS DEPARTMENT OF TRANSPORTATION

## Change Order Third Party Funding Notification Sheet

Form 2146-AFA

(Rev 10/24)  
Page 1 of 1

This form is used when the subject change order involves funding by a source other than TxDOT/U.S. DOT, and involves third parties who are providing funding under an Advanced Funding Agreement or Donation Agreement.

CCSJ: 0135-10-050, ETC.

CO #: 42

Project: F2021(536)

District: 18-Dallas

Highway: US380

Contractor: Zachry Construction Corporation

County: Denton

Contract #: 08213015

### 1. Outside funding provided by:

Town of Little Elm

(Outside Entity's Legal Name)

### 2. Type of outside funding agreement for this change: (Check one)

☒ Existing ☐ Amended ☐ New

### 3. Indicate the type and amount of funding:

☐ Fixed Price (Lump Sum) ☒ Actual Cost (Estimated Amount) \_\_\_\_\_

(a) Contract Items (Value): \$ \$37,077.63

(b) E&C\*: (a)x 12.39% = \$ \$4,593.92  
enter %

TOTAL (a)+(b): \$ \$41,671.55

Third Party Notifications: I hereby acknowledge notification of the modifications covered by this Change Order.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

Third Party Representative Signature

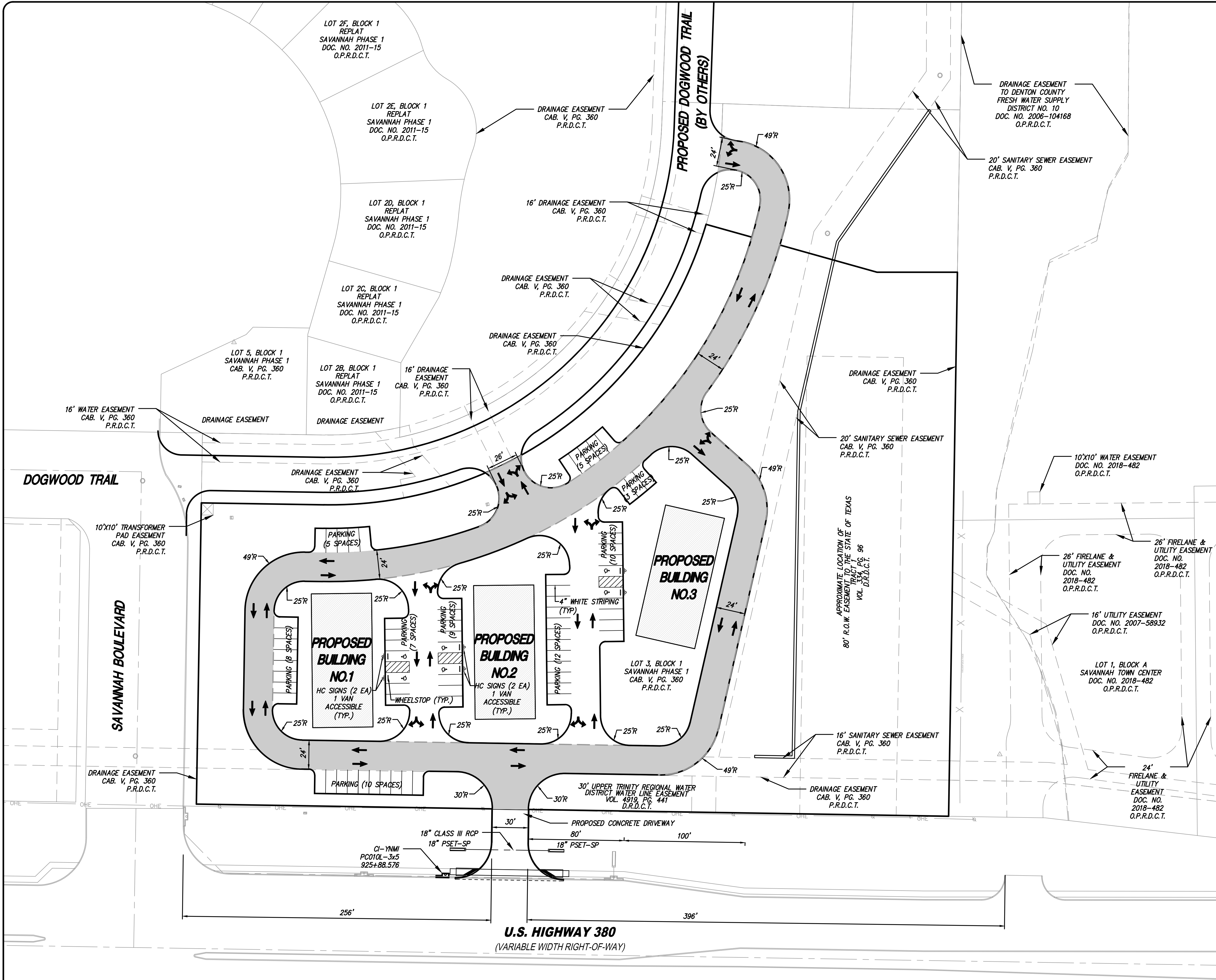
Funding for this Change Order has been arranged by:

Name: Amanda Miller Title: Area Engineer

\_\_\_\_\_  
Date: \_\_\_\_\_

TxDOT Representative Signature

\* The percentage (%) value for E&C (Engineering and Contingencies) can be obtained from TxDOTConnect. Within the CSJ > under Funding and Estimate > Estimated Cost > Project Cost Details > use the Total Contingency percentage shown.



- NOTES**
1. ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) MAP NO. 48121004106 DATED APRIL 18, 2011 BY THE FEDERAL EMERGENCY AGENCY (FEMA) FOR DENTON COUNTY, TEXAS, THE PROPERTY LIES WITHIN ZONE 'X', WHICH IS DEFINED AS AREAS OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD ZONE.
  2. ALL DIMENSIONS ARE TO FACE OF CURB.
  3. ANY REVISION TO THIS PLAN WILL REQUIRE COUNTY APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.
  4. BUILDINGS WITH AN AGGREGATE SUM OF 5,000 SQUARE FEET OR GREATER ON A LOT SHALL HAVE AUTOMATIC FIRE SPRINKLERS INSTALLED THROUGHOUT ALL STRUCTURES. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
  5. ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING INSPECTION DIVISION APPROVAL.
  6. WHEN USED, WHEEL STOPS SHALL BE INSTALLED SO THAT ALL PARKING SPACES ARE A MIN. OF 18 FEET DEEP, MEASURED FROM THE FACE OF THE WHEEL STOP.

**LEGEND**

PROPOSED FIRE LANE & UTILITY EASMENT

PAINTED DIRECTIONAL ARROWS

**SITE DATA SUMMARY**

PROPOSED USE:	COMMERCIAL
GROSS LOT AREA:	284,298.469 SF (6.52 ACRES)

**BUILDING AREA SUMMARY**

BUILDING AREA:	
BUILDING NO.1:	5,550 SF
BUILDING NO.2:	5,550 SF
BUILDING NO.3:	5,550 SF
TOTAL BUILDING AREA:	16,650 SF

**PARKING DATA**

PROVIDED PARKING BUILDING NO.1:	
TOTAL STANDARD PARKING:	23 SPACES
TOTAL ACCESSIBLE PARKING*:	2 SPACES
TOTAL PARKING:	25 SPACES
PROVIDED PARKING BUILDING NO.2:	
TOTAL STANDARD PARKING:	24 SPACES
TOTAL ACCESSIBLE PARKING*:	2 SPACES
TOTAL PARKING:	26 SPACES
PROVIDED PARKING BUILDING NO.3:	
TOTAL STANDARD PARKING:	16 SPACES
TOTAL ACCESSIBLE PARKING*:	2 SPACES
TOTAL PARKING:	18 SPACES

\* ACCESSIBLE PARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS.

**ENGINEER:**  
TEAGUE NALL & PERKINS  
CONTACT: JOEL RICHEY, P.E.  
214.396.9564 PHONE  
825 WATTERS CREEK BLVD., STE. M300  
ALLEN, TEXAS 75013

**SURVEYOR:**  
TEAGUE NALL & PERKINS  
CONTACT: BRIAN J. MADDOX II, R.P.L.S.  
214.461.9918 PHONE  
825 WATTERS CREEK BLVD., STE. M300  
ALLEN, TEXAS 75013

**OWNER:**  
RIVERSIDE DPH, L.P.  
8200 DOUGLAS AVE., SUITE 300  
DALLAS, TX, 75225

**SITE PLAN  
FOR  
SAVANNAH COMMERCIAL**

BEING 6.52 ACRES OF LAND  
SITUATED IN THE JOSE GONZALES SURVEY,  
ABSTRACT NO. 447  
DENTON COUNTY, TEXAS  
PREPARED: 11/10/2023

no.	revision	by	date


scale	horiz
vert	
date	NOV 2024

**teague nall & perkins**  
825 Watters Creek Boulevard, Suite M300  
Allen, Texas 75013  
214.461.9867 ph 214.461.9864 fx  
TBPE Registration No. F-230  
www.tnpsc.com

STATE OF TEXAS  
136432  
JOEL M. RICHEY  
PROFESSIONAL ENGINEER  
10/25/2024

Denton County, Texas
Bells Independent School District
US 380 - COMMERCIAL DRIVEWAY AT SAVANNAH COMMERCIAL
SITE PLAN

tnp project RIE23501
sheet
C1.01



**Date:** 01/21/2025  
**Agenda Item #:** 5. H.  
**Department:** Development Services  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Olga Chernomorets, Managing Director of Planning

---

**AGENDA ITEM:**

Consider Action to Approve **Planning & Zoning Commissioner Term Extensions.**

**DESCRIPTION:**

Staff recommends the following term extensions in order to align with the Town Secretary's efforts to realign all board and commission appointments:

Jack Skinner - P&Z Place 2 (New term to expire September 30, 2025)  
Brent Thibeaux - P&Z Place 4 (New term to expire September 30, 2025)  
Michael Bell - P&Z Place 5 (New term to expire September 30, 2025)  
Ron Trees - P&Z Place 6 (New term to expire September 30, 2025)

**BUDGET IMPACT:**

This item has no budget impact.

**RECOMMENDED ACTION:**

Staff recommends approval.

---



**Date:** 01/21/2025  
**Agenda Item #:** 5. I.  
**Department:** Development Services  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Olga Chernomorets, Managing Director of Planning

---

**AGENDA ITEM:**

Consider Action to Approve **Board of Adjustment Term Extensions.**

**DESCRIPTION:**

Staff recommends the following term extensions in order to align with the Town Secretary's efforts to realign all board and commission appointments:

Jeffery Burton - Place 1 (term expires September 30, 2025)  
Mia Harvey - Place 2 (term expires September 30, 2025)  
James Murdock - Place 3 (term expires September 30, 2025)  
Dr. Velma Wallace Evans - Place 4 (term expires September 30, 2025)  
Vince Handler - Place 5 (term expires September 30, 2025)

**BUDGET IMPACT:**

This item has no budget impact.

**RECOMMENDED ACTION:**

Staff recommends approval.

---



**Date:** 01/21/2025  
**Agenda Item #:** 5. J.  
**Department:** Community Services  
**Strategic Goal:** Maximize community recreation and leisure activities  
**Staff Contact:** Chad Hyde, Assistant Town Manager

---

**AGENDA ITEM:**

Consider Action to Approve **Resolution No. 0121202501 Adopting the Parks, Recreation and Open Space Master Plan.**

**DESCRIPTION:**

This item will approve the new Parks, Recreation and Open Space Master Plan.

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

The Scope of Services were performed in two (2) phases with Phase I including the Inventory and Needs Assessment, and Phase II the Parks, Recreation, & Open Space Master Plan. The draft plan was presented to Town Council in November 2024.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Staff recommends approval.

---

**Attachments**

Resolution No. 0121202501  
Parks, Recreation and Open Space Master Plan

**RESOLUTION NO. 0121202501**

**A RESOLUTION OF THE TOWN OF LITTLE ELM, TEXAS APPROVING  
THE PARKS, RECREATION AND OPEN SPACE MASTER PLAN.**

**WHEREAS**, the Town Council desires to create an unparalleled park system for the use and enjoyment of its residents; and

**WHEREAS**, the Town Council adopted the Parks, Recreation and Open Space Master Plan on August 2, 2016; and

**WHEREAS**, the Town Staff has completed the priorities established in the original plan; and

**WHEREAS**, the Town Council desires to update the priority listing and program implementation measures for future components of the park system; and

**WHEREAS**, the Town Council desires its park system to provide parks, recreational, and open space opportunities into the next decade and beyond.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, APPROVES THE PARKS, RECREATION AND OPEN SPACE MASTER PLAN.**

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM TEXAS, ON THE 21<sup>ST</sup> DAY OF JANUARY, 2025.

---

Curtis J. Cornelious, Mayor

ATTEST:

---

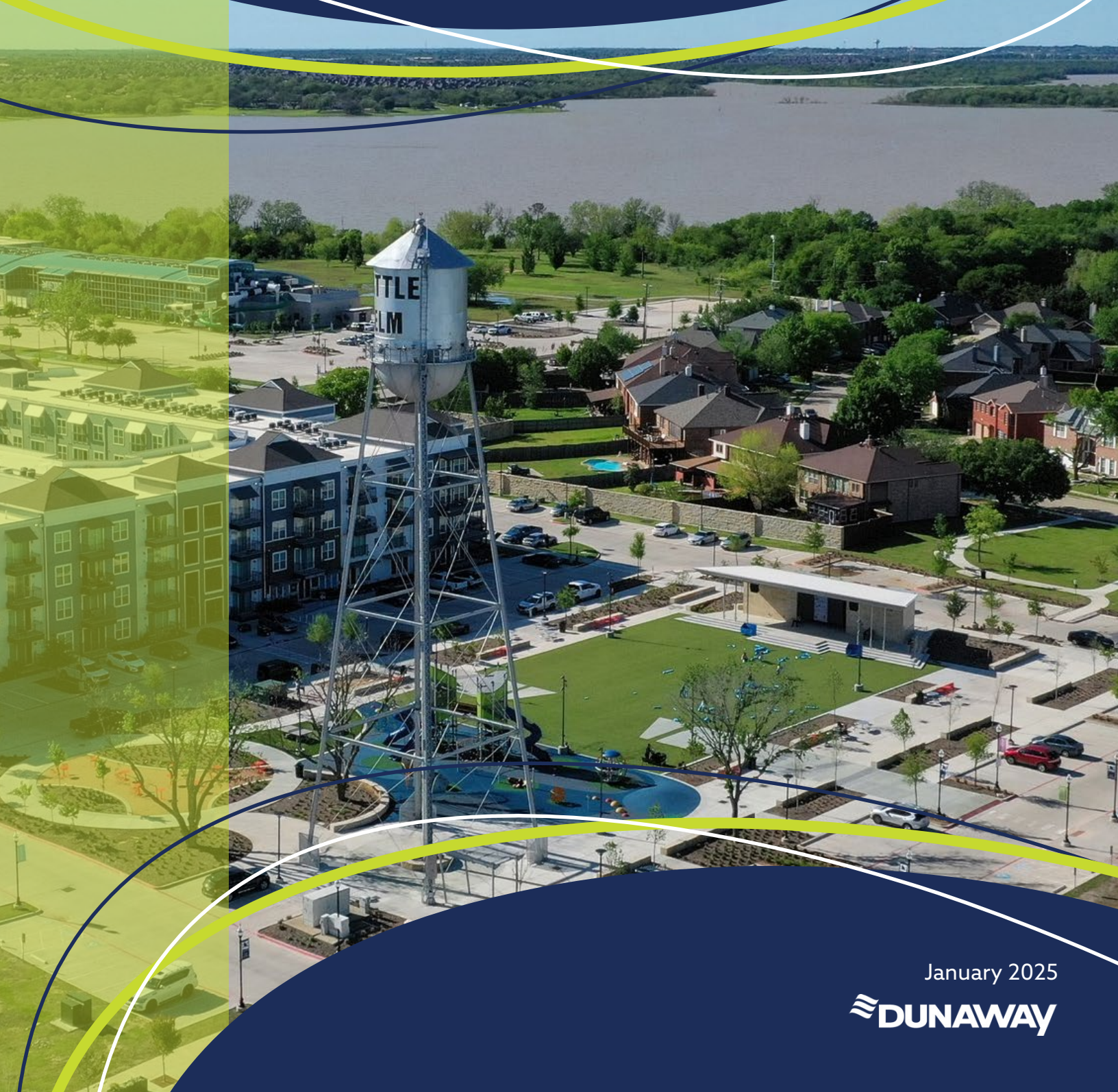
Caitlan Biggs, Town Secretary





Town of Little Elm

# Parks, Recreation & Open Space Master Plan Update



January 2025







# ACKNOWLEDGMENTS

The Town of Little Elm Parks & Recreation Department, along with various staff and leaders, provided invaluable support to the Dunaway Team throughout the master plan process. A special thanks to the following individuals and organizations who participated:

## **Town Council**

**Curtis J. Cornelious**

*Mayor*

**Jamell T. Johnson**

*Mayor Pro Tem, At Large, Place 1*

**Tony Singh**

*Council Member, District 2*

**Ken Eaken**

*Council Member, District 3*

**Lisa G. Norman**

*Council Member, District 4*

**Andrew Evans**

*Council Member, District 5*

**Michel Hambrick**

*Council Member, At Large, Place 6*

## **Town Staff**

**Matt Mueller**

*Town Manager*

**Doug Peach**

*Deputy Town Manager*

**Chad Hyde**

*Assistant Town Manager*

**Wesley Brandon, PE**

*Assistant Director of Development Services*

**Jason Peebles**

*Director of Parks & Recreation*

**Missy Meador**

*Administrative Business Manager*

**Phil Kemmerer**

*Parks Superintendent*

## **Community Development Corporation**

**Jennifer Russell**

**Jan Eaken**

**Steve McGee**

**Eric Licker**

**Ernestine Burtley**

**Idalia Amaya**

**Juanita Hill**

**Andrew Evans**

## **Planning Team**

**DUNAWAY**

**Elizabeth McIlrath Jarrell, PLA, ASLA**

*Project Manager*

**Kourtney Gomez**

*Park Planner*

**Ky Stephens, PLA, ASLA**

*Park Planner*

**Brad Moulton, PLA, ASLA**

*Park Planner*

**NATIONAL SERVICE RESEARCH**

**Andrea Thomas**

**Melva Barresi**

# OUR PURPOSE

The Town of Little Elm Community Services Department is a unified team that includes the Parks, Recreation, Aquatics, Special Events, Little Elm Library, Animal Services, Facilities, Communications, and Tourism divisions.

Together, we are dedicated to enhancing the quality of life for residents and visitors by developing parks and open spaces, maintaining Town amenities and facilities, and offering recreational and leisure activities for all ages. Our commitment also extends to ensuring the health and safety of animals, hosting unique special events, and promoting the visibility of Little Elm within the community.









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1





# INTRODUCTION



# INTRODUCTION

Nestled along the scenic shoreline of Lewisville Lake, the Town of Little Elm is rapidly emerging as one of the fastest-growing communities in the Dallas-Fort Worth Metroplex. Known as the “Town with a Lake Attitude,” Little Elm features over 66 miles of shoreline, offering residents and visitors a unique range of recreational opportunities amidst a beautiful natural backdrop. This exceptional setting and lakefront life appeal has played a key role in drawing new residents to Little Elm, and in driving the significant population growth they have experienced in recent years.

In 2016, with an approximate population of 34,000, the Parks & Recreation Department adopted a new Parks & Open Space Master Plan, prepared by Dunaway Associates, to serve as a guide for planning the future of parks and recreational services provided to residents. This plan has helped guide the stewardship of Town resources and has supported their leaders in creating popular destinations that fulfill action plan initiatives and set the park system apart from others. Since the plan’s adoption, the Town’s population has continued to grow, increasing by nearly 62% to approximately 55,000, with a sustained trend toward future growth. Recognizing the need for ongoing development, the Town once again commissioned Dunaway Associates in early 2024 to engage with community leaders and residents in preparing a comprehensive update to the Master Plan. This update aims to reflect the evolving needs of the community and ensure that Little Elm’s parks and recreation system remains responsive to current community needs and industry trends.

The Dunaway Team proposed a collaborative planning process that incorporates key input from Town staff, the Town Council, leadership groups, and residents to assess park system needs as the community continues its growth trajectory. This updated Master Plan will establish new priorities and action initiatives to guide Town leaders over the next 5 to 10 years as they create and maintain a leading, innovative park system in the DFW region.



## **Use of the Master Plan Update**

This Master Plan provides recommendations for the implementation of identified facility priorities, park expansion & development, future land acquisition, and strategic trail network connections, in particular to surrounding communities.

The following pages represent the documentation of information gathered and actions recommended throughout the master plan process. Section 2 provides a detailed overview of the guiding methodology utilized by the planning team. Sections 3 & 4 include a complete Inventory of current park and recreational facilities in Little Elm, and an overview of the current population and demographic makeup of the Town. Section 5 exhibits comparisons to the Town's current park system to established park industry Standards that can serve as peer agency benchmarks for park facilities provided. Section 6 documents the input received and results derived from the Needs Assessment and community engagement step. Finally, in Sections 7, 8 & 9, recommended priorities and locations for park improvements are identified along with implementation guidelines and potential funding sources for a proposed ten year Action Plan.

This Master Plan update is intended to help the Town continue providing leading-edge recreation and leisure opportunities for its residents. It will serve as a guide for fiscal planning and roadmap for park development over the next five to ten years.



2



# METHODOLOGY

# METHODOLOGY

Throughout the master planning process, the Dunaway team collaborated with Town staff, Council and other leadership in a series of key input meetings for updates and gaining consensus for findings and recommendations as the plan progressed.

The plan was completed using a two-phase approach. Phase I Inventory & Needs Assessment focused on data collection and community engagement, and Phase II Parks, Recreation & Open Space Master Plan included recommendations and guidelines for implementation. A detailed outline is as follows:

## PHASE I: Inventory and Needs Assessment



### Data Collection & Base Mapping

The team prepared a base map from the GIS data provided by the Town. The base map illustrated information such as existing park sites, schools, town facilities, drainage corridors, streets, etc.



### Inventory & Facility Analysis

The team was provided a current inventory of the entire park system. Team members and town staff performed a tour of the existing town parks and recreational facilities available throughout the Town. Each site was documented for its existing conditions and amenities.



### Population Analysis & Demographic Trends

The team obtained the latest updates of demographic and population data from U.S. Census Bureau and from Environmental Systems Research Institute, Inc. (ESRI). This included factors of population, race, housing, employment, income, and future growth.



### Standards Analysis

The team utilized some of the published recommendations by the National Recreation and Park Association (NRPA), as well as local DFW guidelines, for evaluating standards for both park acreages and facilities.



### Demands Analysis & Needs Assessment

With National Service Research leading this effort, a series of steps were utilized to determine the park and recreation needs of the community. This included focus groups, public open houses, and then an online survey through the Town's website. From the feedback, the team was able to quantify the specific needs or desires of the residents.



## PHASE II: Master Planning

### Priority Rankings



The team developed a priority criteria system for ranking high, moderate, and lower priority needs. From these criteria, a weighted priority ranking was established based upon input from the Resident Survey, Town Council, Town Staff, CDC, and the Dunaway team.

### Action Plan



The team prepared specific recommendations in an Action Plan that outlines renovations and new development of parks and recreational facilities to meet current and future needs within the community.

### Implementation Plan



An Implementation Plan was developed for potential projects within the Action Plan. This included funding recommendations that could be utilized over the next 10 years.

### Preliminary Master Plan



The team prepared the Preliminary Park Master Plan document outlining the entire process, findings, and recommendations. This included preparing exhibits/maps for the items recommended with the Action Plan.

### Final Master Plan



The team prepared the Final Master Plan document. This task included final presentations to the CDC and Town Council.



3

PARKS





# INVENTORY



# PARKS INVENTORY

Utilizing information provided by Town staff, a complete inventory of existing parks, recreation facilities and open space was compiled. From this inventory, the Dunaway team toured and photographed each site in Little Elm. Acreage and amenity inventories for each of the Town-owned parks were provided. The following pages provide a summary inventory of the existing park & recreational facilities within the Town including location, size and list of amenities per park.

Additional amenities are provided to town residents through partnerships with the Little Elm Independent School District, private amenity centers, and HOA parks that are open to the public. A brief inventory of these facilities is listed on pages 40-41. A map summarizing facilities described above is documented on page 39.



# By The Numbers



**603+ Park Acres**



**49+ Trail Miles**



**2 Dog Park**



**9 Ballfields**



**1 Recreation Center**



**1 Senior Center**



**2 Performance Stages**



**1 Water Park**



**1 Swim Beach**



**1 Splashpad**



**1 Boat Ramp**



# Little Elm Park



**Location:** 701 W. Eldorado Parkway

**Acres:** 164.38

**Classification:** Metropolitan Park

**Amenities:**

- Amphitheater
- Benches
- Boat Ramp
- Courtesy Dock
- Concession
- Grills
- Horseshoe Pits
- Shower Area
- Pavilion
- Picnic Tables
- Playground
- Restroom
- Sand Volleyball
- Soccer Fields
- Softball Fields
- Swimming Beach
- Tent Camping
- Trails





# Cottonwood Park\*



**Location:** 900 Lobo Lane

**Acres:** 162.99

**Classification:** Community Park

### Amenities:

- Baseball Fields
- Benches
- Concession
- Drinking Fountain
- Fuel Station
- Marina
- Pavilions
- Picnic Tables
- Playground
- Restroom
- Trails

\* A new master plan for Cottonwood Park was adopted by Town Council in 2019. Completion of Phase 1 Improvements is expected in 2025. See Appendix for master plan graphic.





# McCord Park



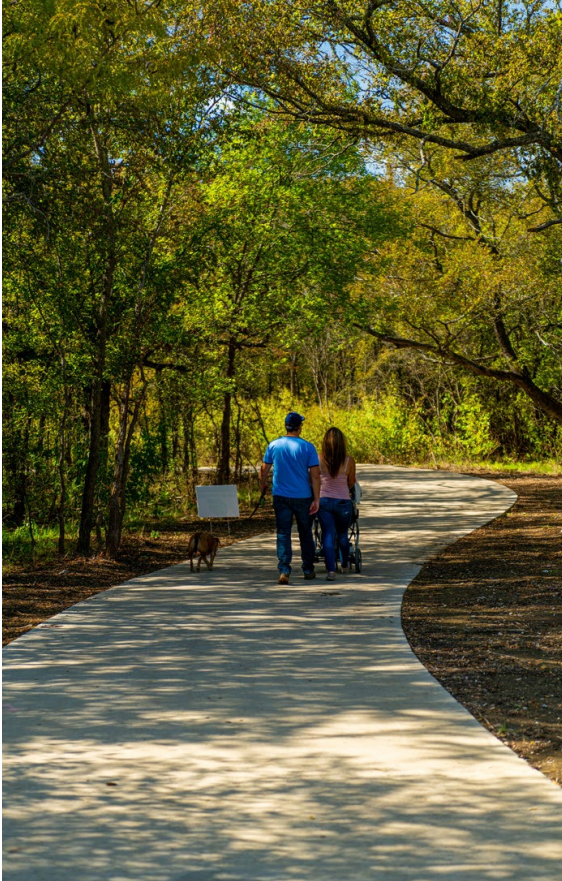
**Location:** 1800 FM 423

**Acres:** 63.73

**Classification:** Community Park

**Amenities:**

- Disc Golf Course
- Dog Park
- Fishing Dock
- Hiking Trail
- Picnic Area
- Playgrounds
- Splash Pad
- Restroom
- Trails





# Union Park



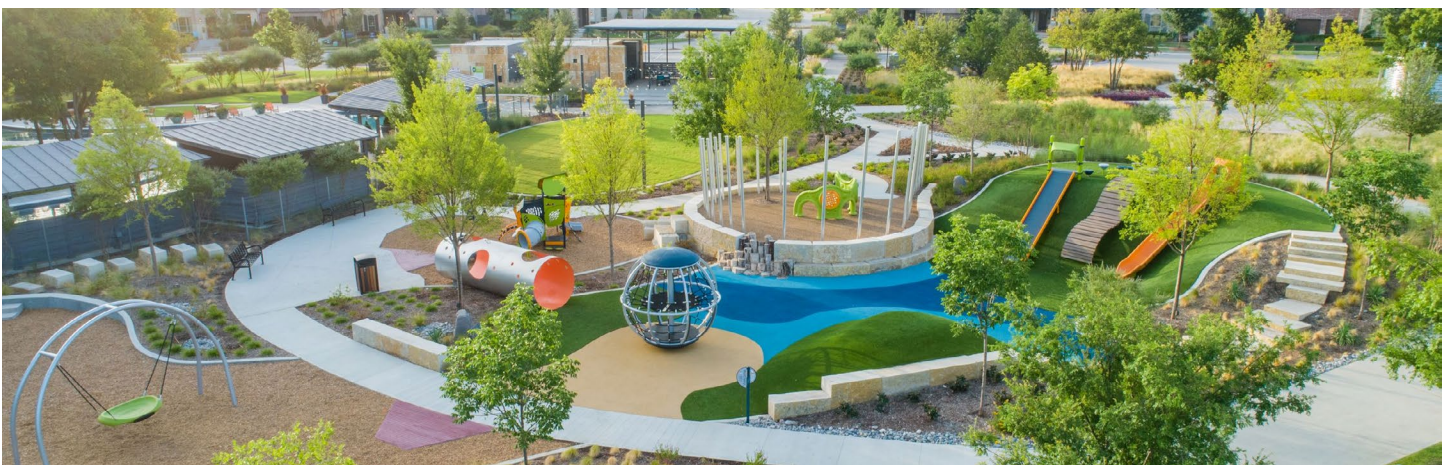
**Location:** 4795 Union Park Blvd E

**Acres:** 17.67

**Classification:** Community Park

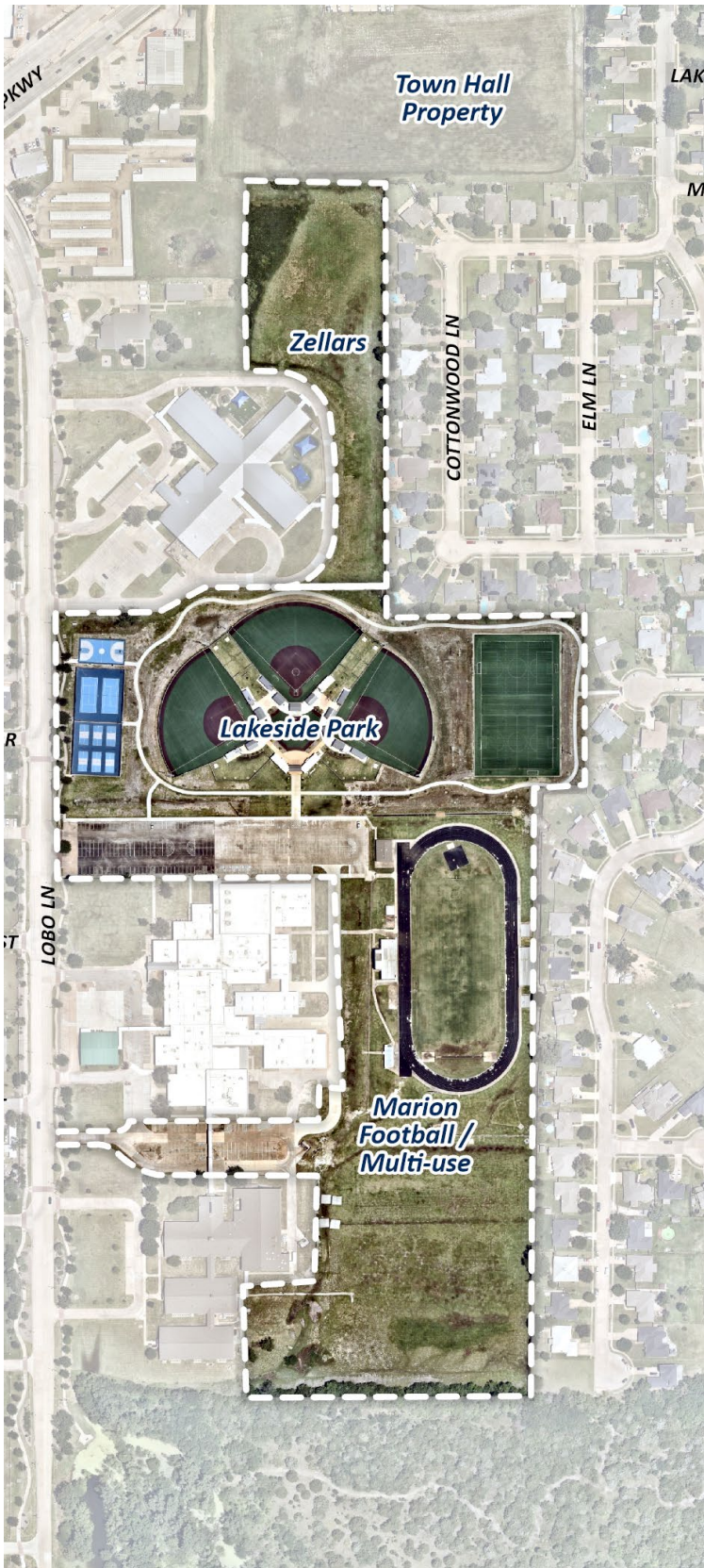
**Amenities:**

- Fishing Dock
- Pavilion
- Playground
- Pond
- Restroom
- Trails





# Lakeside Property\*



**Location:** 108 Lobo Ln

**Acres:** 34.95

**Classification:** Community Park/  
Undeveloped

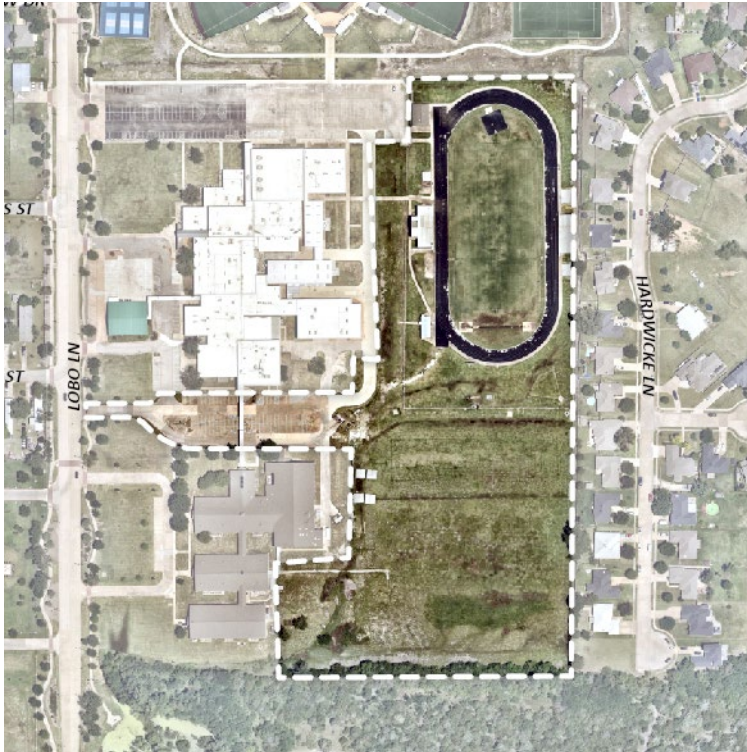
**Properties:**

- Marion Football / Multi-Use  
Open Space
- Lakeside Park
- Zellars North Property

\* These properties are owned by the Little Elm Independent School District and are currently under lease agreement with the Town. The following pages list individual amenities included in each property.



# Marion Football / Multi-Use



**Location:** 108 Lobo Ln

**Acres:** 15.65

**Classification:** Community Park

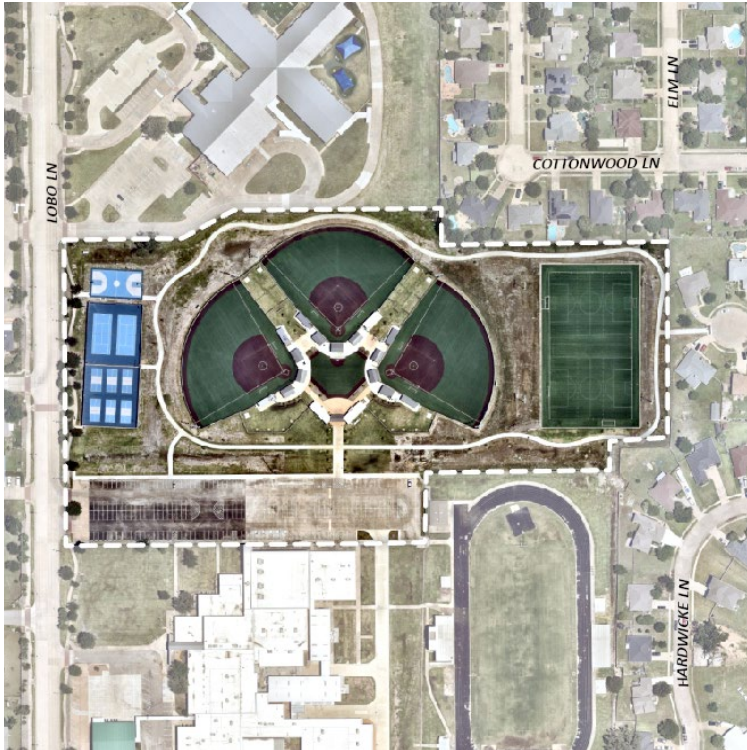
**Amenities:**

- Multi-Use Fields
  - Football Field*
  - Soccer Field*
- Track
- Open Space





# Lakeside Park



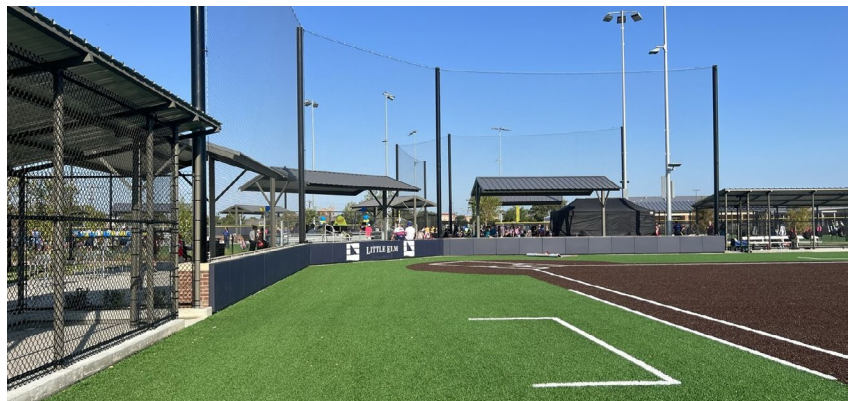
**Location:** 108 Lobo Ln

**Acres:** 14.82

**Classification:** Community Park

**Amenities:**

- Basketball Court
- Benches
- Concession
- Loop Trail
- Pickleball Courts
- Restroom
- Multi-Use Field
  - Football Field*
  - Soccer Field*
- Softball Fields
- Tennis Courts





# Zellars North Property



**Location:** Lobo Ln

**Acres:** 4.48

**Classification:** Undeveloped

**Amenities:**

- Open Space





# Beard Park



**Location:** 310 E. Eldorado Parkway

**Acres:** 17.66

**Classification:** Community Park

**Amenities:**

- Benches
- Drinking Fountains
- Wakepark
- Nature Area
- Pavilion
- Picnic Tables
- Playground
- Parking
- Restaurant
- Restroom
- Trails





# The Cove at The Lakefront™



**Location:** 417 Lakefront Dr

**Classification:** Special Use

**Amenities:**

- Indoor / Outdoor Water Park
- FlowRider Double Surf Machine
- Play Pool
- Lazy River
- Rock Ledge
- Lap Pool
- Cabanas
- Party Rooms
- Video Wall
- Spray Ground
- Climbing Wall
- Concessions





# The Rec at The Lakefront™



**Location:** 303 Main St

**Classification:** Special Use

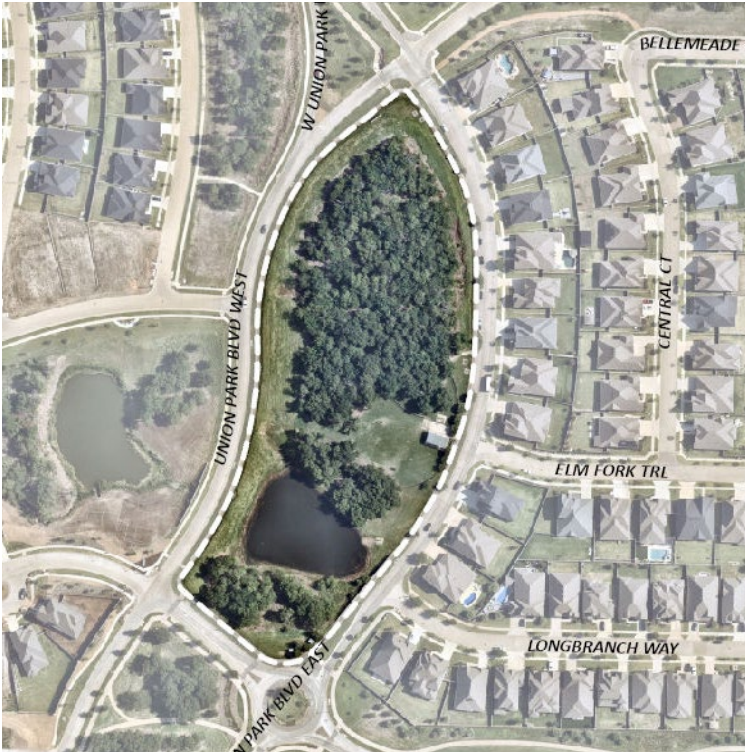
**Amenities:**

- Multi-Use Courts
- Fitness Area
- Kid Zone
- Game Room
- Locker Rooms w/ Showers
- Classrooms
- Commercial Kitchen
- Group Exercise Rooms





# Union Park Dog Park



**Location:** 7000 Union Park Blvd

**Acres:** 6.93

**Classification:** Special Use

**Amenities:**

- Dog Park
- Pond
- Trails





# The Lawn at The Lakefront™



**Location:** 125 Main St.

**Acres:** 2.05

**Classification:** Special Use

**Amenities:**

- Amphitheater/Stage
- Benches
- Drinking Fountains
- Outdoor Ping Pong
- Pet Waste Station
- Picnic Tables
- Playground
- Restroom
- Video Board





# Honor Park



**Location:** 102 Eldorado Parkway

**Acres:** 0.53

**Classification:** Special Use

**Amenities:**

- Benches
- Memorial Sculpture
- Shade Structures





# Doe Branch Park\*



**Location:** Gammon Rd

**Acres:** 180.63

**Classification:** NA

**Amenities:**

- Boat Ramp
- Natural Trails

\* This property is owned by the United States Army Corps of Engineers and is not currently under lease agreement with the Town.





# Sunset Pointe Properties



**Location:** Waterside Ln / Walter Dr

**Acres:** 112.15 (Town Property)

**Classification:** Undeveloped

**Amenities:**

- Open Space



# Town Hall Property



**Location:** 100 W. Eldorado Parkway

**Acres:** 5.12

**Classification:** Undeveloped

**Amenities:**

- Adjacent Town Offices
- Adjacent Public Library
- Adjacent Parking
- Open Space





# Hansel Property



**Location:** University Dr / Doe Creek Rd

**Acres:** 13.8

**Classification:** Undeveloped

**Amenities:**

- Open Space

\* This property is not currently owned by the Town of Little Elm.





# Community Center



**Location:** 107 Hardwicke Ln

**Amenities:**

- Indoor Community Center
- Limited Parking

# The Brenda Button Mills Senior Center



**Location:** 301 Main St

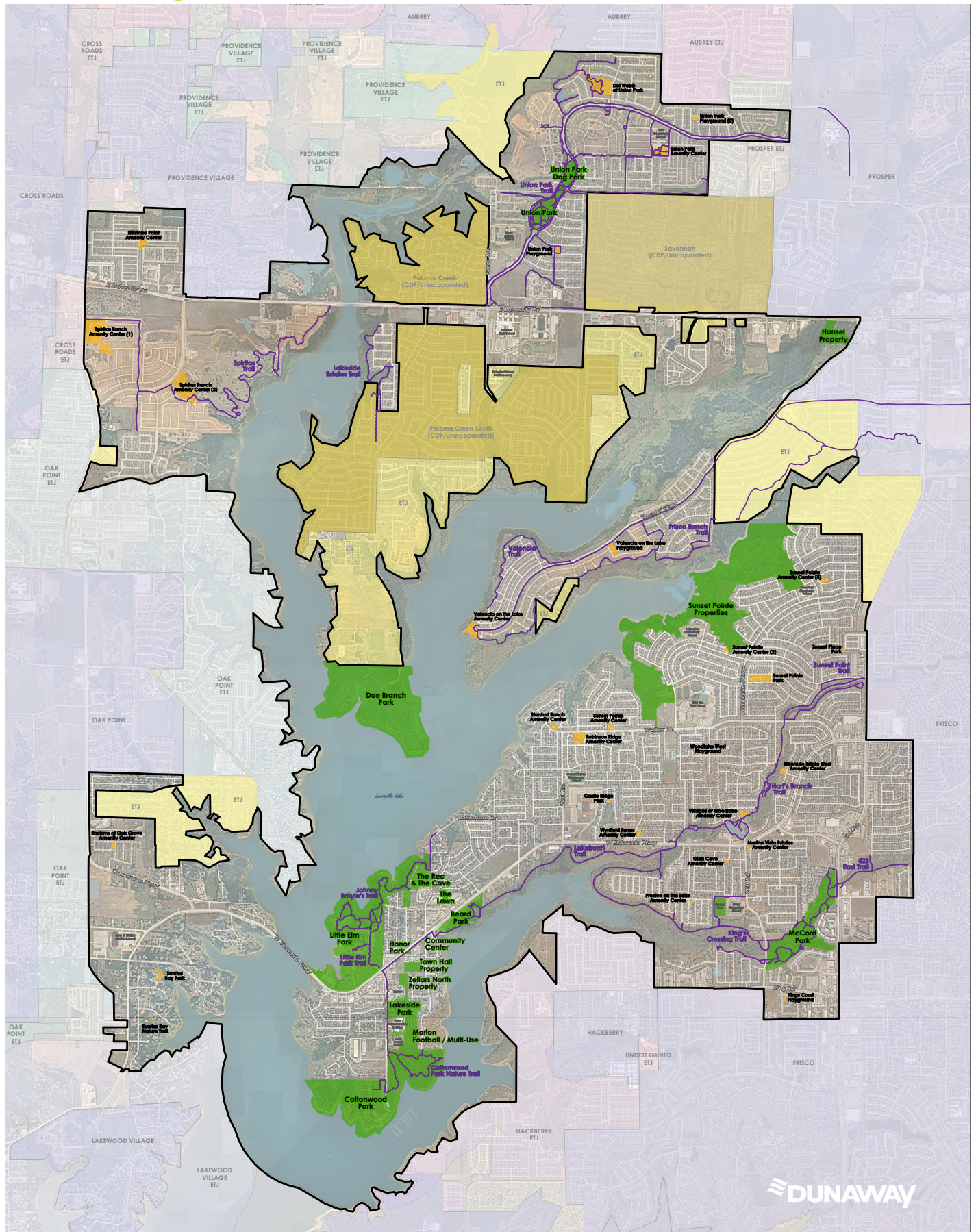
**Amenities:**

- Indoor Multi-use Rooms












# Existing Parks & Facilities





## Legend

-  Park
-  HOA Facility
-  Existing Trails
-  Little Elm ETJ
-  CDP
-  Other Communities
-  Denton County ETJ's

## Community Parks

Beard Park  
Cottonwood Park  
Lakeside Park  
Marion Football / Multi-Use  
McCord Park  
Union Park

## Metropolitan Parks

Little Elm Park

## Special Use Parks

Honor Park  
The Lawn at The Lakefront™  
The Rec™  
The Cove™  
Union Park Dog Park

## Undeveloped Properties / Unclassified

Doe Branch Park  
Hansel Property  
Sunset Pointe Properties  
Town Hall Property  
Zellars North Property

## Trails

Cottonwood Nature Trail 1.34 Miles  
FM 423 East Trail 0.57 Miles  
Frisco Ranch Trail 3.47 Miles  
Harts Branch Trail 2.30 Miles  
Johnny Broyles Nature Trail 2.13 Miles  
King's Crossing 0.48 Miles  
Lakefront Trail 4.99 Miles  
Lakeside Estates Trail 1.02 Miles  
Little Elm Park Trail 0.64 Miles  
Spiritas Trail 1.52 Miles  
Sunset Pointe Trail 1.65 Miles  
Union Park 15.96 Miles  
Valencia 6.30 Miles



# INVENTORY

PUBLIC PARKS	ADDRESS	CLASSIFICATION	ACRES
BEARD PARK	310 Eldorado Pkwy	Community	17.66
COTTONWOOD PARK	900 Lobo Ln	Community	162.99
DOE BRANCH PARK*	Gammon Rd	NA	180.63
HONOR PARK	102 Eldorado Pkwy	Special Use	0.53
THE LAWN AT THE LAKEFRONT™	125 Main St	Special Use	2.05
LITTLE ELM PARK	701 W Eldorado Pkwy	Metropolitan	164.38
THE REC™	303 Main St	Special Use	15.34
MCCORD PARK	1800 FM 423	Community	63.73
UNION PARK	4795 Union Park Blvd E	Community	17.67
UNION PARK DOG PARK	7000 Union Park Blvd	Special Use	6.93
LAKESIDE PROPERTY			
ZELLARS NORTH PROPERTY	Lobo Ln	Undeveloped	4.48
LAKESIDE PARK	108 Lobo Ln	Community	14.82
MARION FOOTBALL / MULTI-USE	108 Lobo Ln	Community	15.65
SUNSET POINTE PROPERTIES	Walker Ln / Waterside Dr	Undeveloped	112.15
TOWN HALL PROPERTY	100 W Eldorado Pkwy	Undeveloped	5.12
HANSEL PROPERTY**	University Dr / Doe Creek Rd	Undeveloped	13.8
		TOTAL	603.50

\* This property is owned by the United States Army Corps of Engineers and is not currently under lease agreement with the Town.

\*\* This property is not currently owned by the Town of Little Elm.

AMPHITHEATER	BASEBALL FIELDS	BASKETBALL COURTS	BENCHES	BOAT RAMP	CONCESSION	DISC GOLF COURSE	DOG PARK	FISHING DOCK	HORSESHOE PITS	MEMORIAL	MULTI-USE FIELDS	OUTDOOR SHOWER AREA	PAVILION	PICKLEBALL COURTS	PICNIC TABLES	PLAYGROUND	RESTROOM	SAND VOLLEYBALL	SOCCER FIELDS	SOFTBALL FIELDS	SPLASHPAD	SWIM BEACH	TENNIS COURTS	TRACK
			12										1		8	2	1							
	4		2		1										6	1	1							
				1																				
			8							1														
1			10												23	1	1							
1			9	1	2				4			2	5		16	1	4	12	10	2		1		
			12			1	1	1					8		7	2	1				1			
								1					1			1	1							
							1																	
		1	2		1						1			6			1			3			2	
											1						1							1
2	4	1	55	2	4	1	2	2	4	1	2	2	15	6	60	8	11	12	10	5	1	1	2	1

PRIVATE PARKS	ACRES	ADDRESS
CASTLE RIDGE PARK	0.24	1412 MISTY WAY
DEL WEBB AT UNION PARK	11.15	7600 DEL WEBB BLVD
ELDORADO ESTATE WEST AMENITY CENTER	0.81	2504 STILL SPRINGS DR
ENCLAVE AT OAK GROVE AMENITY CENTER	0.57	WILLOW GARDEN DR & WYATT WAY
GLEN COVE AMENITY CENTER	0.42	2038 LAKE FORK LN
HILLSTONE POINT AMENITY CENTER	1.85	EVENING STONE DR & HIDDENITE RD
KINGS COURT PLAYGROUND	0.42	KIT KING DR & PETERS COLONY DR
MARINA VISTA ESTATES AMENITY CENTER	0.54	TISBURY WAY & HAMPTON DR
PRESTON ON THE LAKE AMENITY CENTER	0.36	1800 PRESTON ON THE LAKE BLVD
ROBINSON RIDGE AMENITY CENTER	3.56	1600 CORAL WAY
SPIRITAS RANCH AMENITY CENTER (1) (FUTURE)	14.75	FM 720
SPIRITAS RANCH AMENITY CENTER (2) (FUTURE)	11.84	SOLEBAY CT
STARDUST RANCH AMENITY CENTER	0.79	STARDUST TRL & STALLION DR
SUNRISE BAY NATURE TRAIL	0.62	SHORELINE DR
SUNRISE BAY PARK	1.79	SUNRISE CT
SUNSET PLACE PARK	0.32	2927 STUNNING DR
SUNSET POINTE AMENITY CENTER (1)	0.85	BAHIA RIO DR & SUN BREEZE DR
SUNSET POINTE AMENITY CENTER (2)	0.71	3076 SEABROOK DR
SUNSET POINTE AMENITY CENTER (3)	1.23	2601 LEISURE LN
SUNSET POINTE PARK	4.36	MORNING DEW DR & DEW DROP DR
UNION PARK AMENITY CENTER	4.35	LONG MEADOW DR & WILLOW THORNE DR
UNION PARK PLAYGROUND (1)	1.22	736 BOARDWALK WAY
UNION PARK PLAYGROUND (2)	0.57	WINDY MEADOW DR & TRAILWOOD
VALENCIA ON THE LAKE AMENITY CENTER	4.05	ROCKHILL PKWY
VALENCIA ON THE LAKE PLAYGROUND	1.82	COTANDA RD & ROCKHILL PKWY
VILLAGES OF WOODLAKE AMENITY CENTER	1.50	WOODLAKE PKWY & WILLOW DR
WOODLAKE WEST PLAYGROUND	0.24	BRADFORD PEAR DR & BRADFORD PEAR SQ
WYNFIELD FARMS AMENITY CENTER	0.87	1556 CHIVALRY LN
<b>TOTAL</b>	<b>71.8</b>	

SCHOOL PROPERTY	ADDRESS	PARTNERSHIP
JERRY R WALKER MIDDLE SCHOOL	633 FRENCH SETTLEMENT RD	
LEISD ADMINISTRATION BUILDING	400 LOBO LN	
CESAR CHAVEZ ELEMENTARY SCHOOL	2600 HART RD	
LITTLE ELM HIGH SCHOOL	1900 WALKER LN	
OAK POINT ELEMENTARY	401 SHAHAN PRAIRIE RD	
DENNIS H. BRENT ELEMENTARY SCHOOL	500 WITT RD	
LAKEVIEW ELEMENTARY SCHOOL	1800 WATERSIDE DR	
ROBERTSON ELEMENTARY SCHOOL	2501 WOODLAKE PKWY	
PARK ELEMENTARY SCHOOL	7301 FIELDWOOD WY	
NAVO MIDDLE SCHOOL	1701 NAVO RD	
BRASWELL HIGH SCHOOL	26750 E UNIVERSITY DR	
CATHERINE COLEMAN BELL ELEMENTARY	601 VILLA PALOMA BLVD	





**4**

**POPULATION**





**& DEMOGRAPHICS**



# POPULATION & DEMOGRAPHICS

## Overview

Understanding the population of a community can be useful to park system planning in a variety of ways including physically and financially. The design and provision of public facilities is influenced in part by the consumption patterns of residents. Therefore, the location, size, and amenities of parks should be determined by the density and distribution of the population that will utilize these services.

According to data provided by the Town Economic Development Corporation (EDC) and other public information sources including the United States Census Bureau and the North Central Texas Council of Governments, growth over the past seven years in Little Elm has followed a similar Compound Aggregate Growth Rate (CAGR) to the growth predicted (5.29%). Therefore, a future ten-year rate of 5.0% CAGR seems to be a likely scenario. With this growth rate, Little Elm's population is projected to be around 90,000 in the next ten years with a total build-out population estimated to reach just over 107,000.

To assist in forecasting future park and recreation needs throughout Little Elm, this section provides information on specific characteristics of this population over the past five to ten years.



## Growth Rate Scenarios

1.5%		2.5%		5.0%		10.0%	
YEAR	POPULATION	YEAR	POPULATION	YEAR	POPULATION	YEAR	POPULATION
2025	56,524	2025	57,644	2025	57,644	2025	66,388
2026	57,372	2026	59,085	2026	63,514	2026	73,027
2027	58,233	2027	60,562	2027	66,690	2027	80,329
2028	59,106	2028	62,076	2028	70,024	2028	88,362
2029	59,993	2029	63,628	2029	73,526	2029	97,198
2030	60,803	2030	65,218	2030	77,202	2030	BUILDOUT
2031	61,806	2031	66,849	2031	81,062		
2032	62,733	2032	68,520	2032	85,115		
2033	63,674	2033	70,233	2033	89,371		

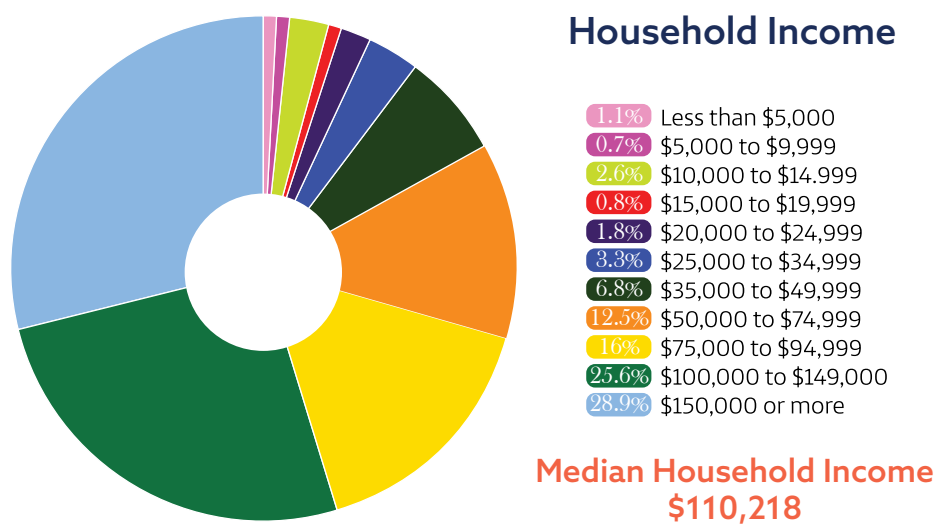
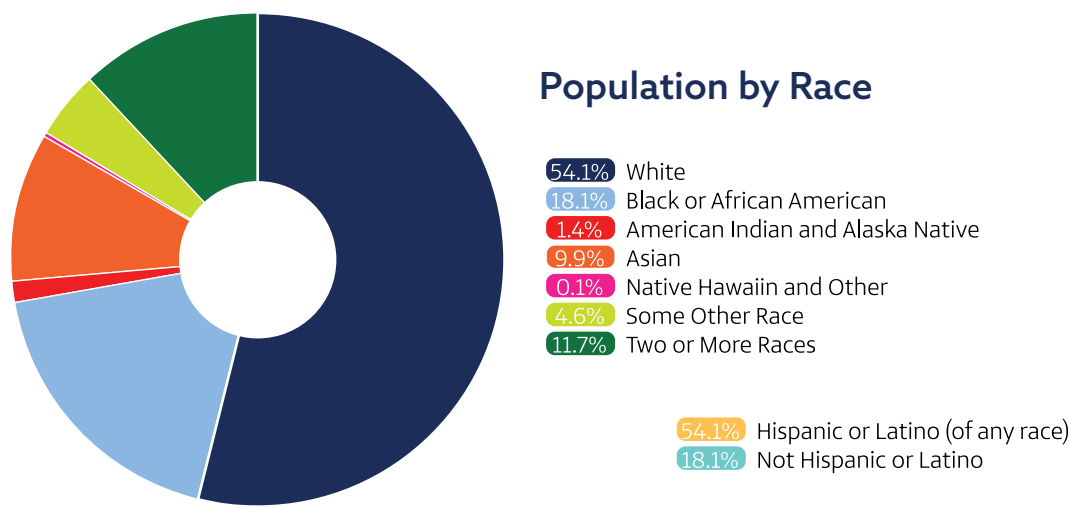
## Past Growth Rate

YEAR	POPULATION	POPULATION CHANGE	PERCENT CHANGE
1980	926		
1990	1,255	329	35%
2000	3,646	2,391	190.5%
2010	22,200	18,554	508.5%
2020	46,453	24,253	109.2%
2024	57,882	11,429	240.6%



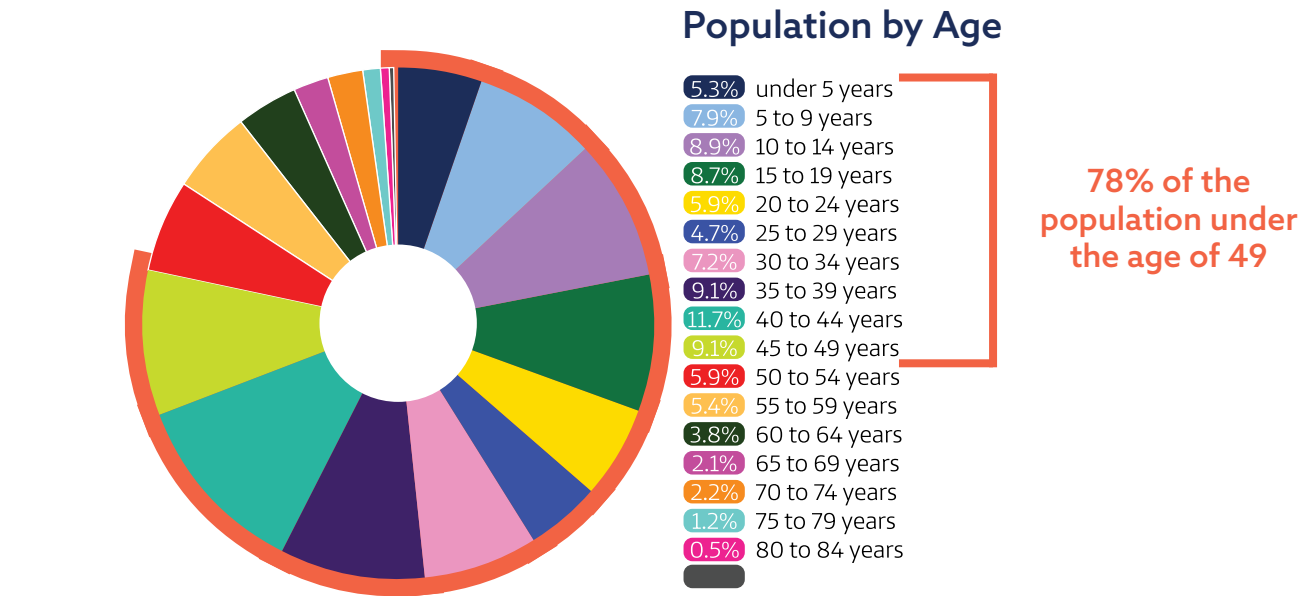
# Diversity

With its sharp increase in population the Town of Little Elm has also experienced a shift in demographics in recent years. To serve this community, the Town’s park and recreation opportunities need to offer a wide range of activities, from sports to cultural events, that cater to all user groups. The following graphics represent the current population characteristics of Little Elm and were compiled using US Census data in conjunction with the Town of Little Elm Economic Development Coporation.



The analysis of current demographic data in comparison to the 2016 Master Plan indicates that the Town, even with its rapid population increase, is still a relatively young community. Approximately 78% of residents are under the age of 49, as illustrated in the figure below.

This trend is significant for Town staff as they consider park programming needs as younger individuals and families often require specific community resources. The demand for playgrounds, youth sport facilities, splashpads, fitness classes and trails is typically expected to be higher in these demographics. In Little Elm, however, the emphasis on active living among all levels of demographics highlights the necessity for a wide range of facilities that support active lifestyles and special community events.



### Vehicle Availability

	Count	%
No Vehicles Available	530	3.2%
1 Vehicle Available	4,676	27.9%
2 Vehicle Available	7,999	47.7%
3 Vehicle Available	3,547	21.2%

### Education Attainment

Population 25 Years and Older	%
High School or equivalent degree	21.5%
Some College, No Degree	20.7%
Associates Degree	10.7%
Bachelor's Degree	24.0%
Graduate or Professional Degree	14.7%

Further detail of current the population shows that over 70% of Little Elm residents 25 years old and over have completed some college, and nearly 40% of residents have completed a Bachelor's or Advanced Degree. Vehicular accessibility may be of note since there are parts of Town, especially residents in the northern sector of Town, that may be slightly further than a 10 minute walk from a park (see page 58).





5





# STANDARDS



# STANDARDS

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As the team evaluated the current park system in Little Elm, it was important to understand the range of parks, facilities, and open space areas utilized for recreation. A key part of this evaluation was comparing the needs of the present population, as well as considering future growth expected. This Master Plan Update includes traditional national standards established by the National Recreation and Park Association (NRPA) for facility development as applicable to rapidly growing communities like Little Elm. These standards have traditionally been key in NRPA's support of the park & recreation industry by serving as:

- *A national expression of minimum acceptable facilities for the citizens of urban and rural communities*
- *A guideline to determine land requirements for various kinds of park and recreation areas and facilities*
- *A basis for relating recreation needs to spatial analysis within a community wide system of parks and open spaces*
- *A means to justify the need for parks and open space within the overall land use pattern of a region or community*

The purpose of these standards is to present guidelines for park and recreation space that are applicable for the planning, acquisition, and in the development of park systems. These traditional standards serve as a reference and may include variations to reflect the unique social and geographical conditions of a community.

In recent years, the National Recreation and Park Association (NRPA) has enhanced its offerings by providing a specific database of Park Metrics, which serves as a comprehensive source of peer agency review data. This information helps park professionals across the United States benchmark their park systems for a diversity of offerings. A selected excerpt from NRPA's Annual Agency Performance Review is included on page 60. While the Town of Little Elm takes pride in not only meeting standard expectations for its park system but also in striving to exceed and innovate beyond these minimums, these metrics provide a valuable comparison for establishing a diversity of offerings for Little Elm's residents and visitors.

This section summarizes a comparison of Little Elm's park system to national metrics in terms of acreage per population, recreational facilities per population, and other equity standards. These standards should be used in conjunction with the expertise of park planners when evaluating the community to which they are applied.

## Park Classification System

The following traditional park classifications were identified by the planning team in describing Little Elm's park system. Each classification includes a standard for park type, size, area of service, and number of acres per 1,000 population. These each help inform a summary Service Area Map as shown on page xx.

**Size:**

1 - 15 Acres

**Service Area:**

1/4 to 1/2 Mile Radius

**Acres per  
1,000 Population:**

1.0 - 2.0

### Neighborhood Park

Neighborhood parks serve a variety of age groups within a limited area or "neighborhood". They range in size from 1-15 acres and generally serve residents within a 1/4 to 1/2 mile radius. The neighborhood park is an area for active recreation such as field games, court games, playgrounds, picnicking, etc. Facilities are generally unlighted and there is limited parking, if any, on site. NRPA standards for these parks are 1 to 2 acres per 1,000 population.

**Size:**

16 - 99 Acres

**Service Area:**

2 Miles Radius

**Acres per  
1,000 Population:**

5.0 - 8.0

### Community Park

Community parks are larger than neighborhood parks and serve several neighborhoods. They range in size from 16-99 acres and serve the entire town. The community park may be a natural area or developed area for a variety of outdoor recreation such as ballfields, playgrounds, boating, fishing, swimming, camping, picnicking, and trail systems. NRPA standards for these parks are 5 to 8 acres per 1,000 population.

**Size:**

100 - 499 Acres

**Service Area:**

Several Communities  
Within 1 Hour Driving

**Acres per  
1,000 Population:**

Variable

### Metropolitan Park

Metropolitan parks are large park facilities that serve the entire town and several communities. These parks range in size from 100-499 acres and can be a developed or natural area. Amenities may include ballfields, playgrounds, boating, fishing, swimming, camping, picnicking, and trail systems. NRPA standards for these parks are 5 to 10 acres per 1,000 population.

**Size:**

Varies

**Service Area:**

Not Applicable

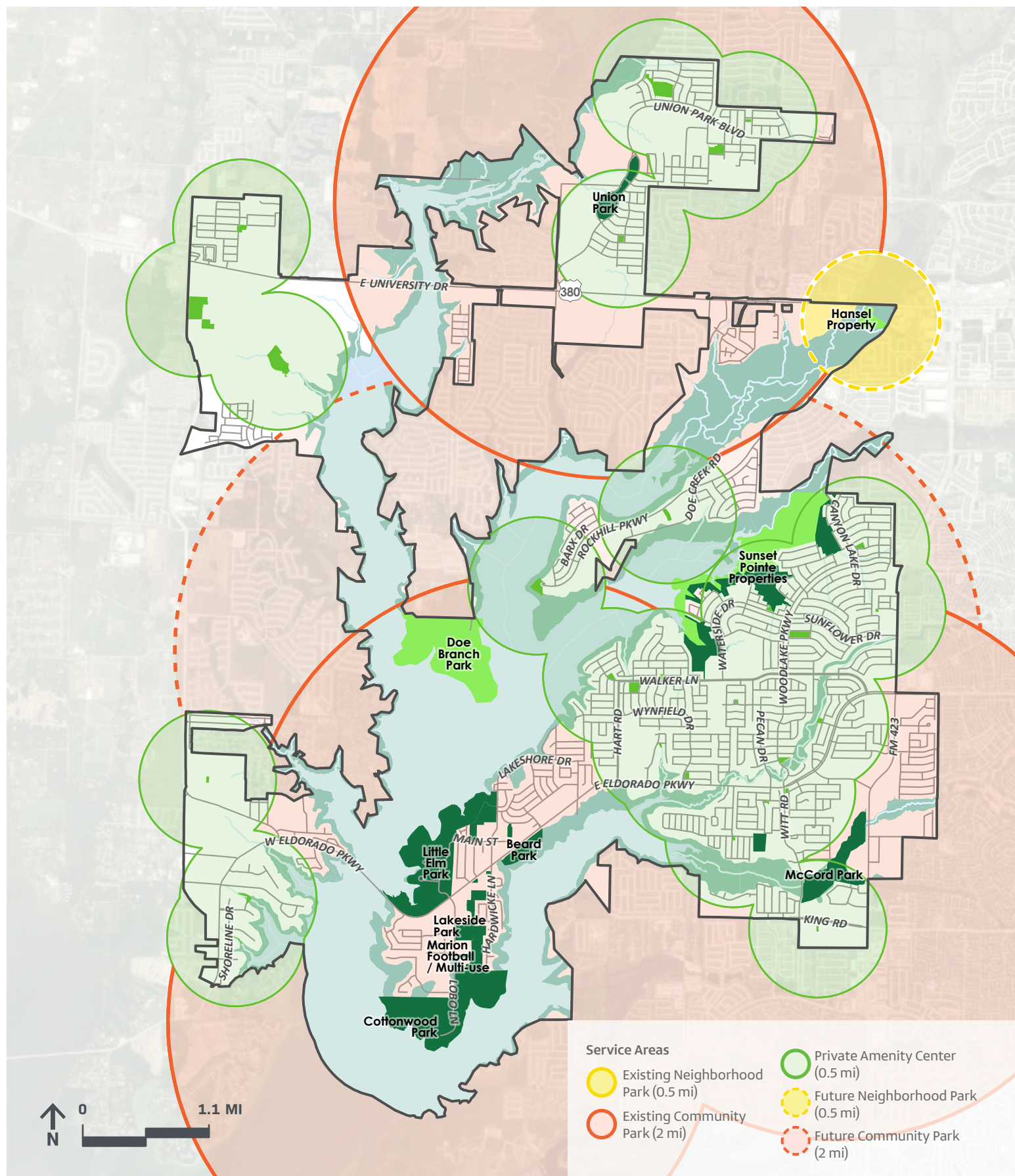
**Acres per  
1,000 Population:**

Variable

### Special Use Areas

Special use areas and parks are for specialized or single purpose recreation activities. NRPA defines these areas such as historical areas, nature centers, marinas, zoos, conservatories, arboretums, arenas, amphitheaters, plazas or community squares. There are no specific standards for size or acreage since each community will vary.

# Park Service Areas





## NRPA Park Acreage Guidelines Compared to Current Population

Classification	Existing Acreage	NRPA Guidelines for 2024 Population of 57,882	Difference Between NRPA Guidelines and Existing Little Elm Parks
		Range	Range
Neighborhood Park	0	57.882 - 115.764	(57.882) - (115.764)
Community Park	274.86	289.41 - 463.056	149.83 - (23.816)
Metropolitan Parks	164.38	289.41 - 578.82	(125) - (414.44)
Special Use Park	24.85	n/a	n/a
Undeveloped	121.75	n/a	n/a
<b>Total:</b>	<b>603.5</b>		

For the current population of 57,882 in Little Elm, the total park acreage provided is below standard guidelines. The neighborhood park acreage deficit is supplemented by acreage provided by private HOAs/providers. See next page for further detail.

## NRPA Park Acreage Guidelines Compared to Future Population (Build-Out)

Classification	Existing Acreage	NRPA Guidelines for Future Population of 107,286	Difference Between NRPA Guidelines and Existing Little Elm Parks
		Range	Range
Neighborhood Park	0	107.286 - 214.572	(107.286) - (214.572)
Community Park	274.86	536.43 - 858.29	(97.189) - (419.048)
Metropolitan Parks	164.38	536.43 - 1,072.86	(372.05) - (908.48)
Special Use Park	24.85	n/a	n/a
Undeveloped	121.75	n/a	n/a
<b>Total:</b>	<b>603.5</b>		

For the projected build-out population of 107,286 in Little Elm, the Town would overall be in a deficit and should plan on acquiring park land to meet the Town's needs. The deficit seen in neighborhood parks will continue to be assisted in future developments and their private park.

- 100-Yr Flood Zone
- Town Park
- Non-Town Owned Park
- Private Amenity Center



## **Park Land Considerations**

With nearly 500 acres of developed park land, a strong history in developing strategic joint-use agreements with the Little Elm Independent School District (LEISD), entering into lease agreements with the United States Army Corps of Engineers (USACE), and in creating successful public-private partnerships that support revenue-generating resources, the Town of Little Elm has taken great strides in leveraging its current park system for maximum recreational & leisure use for its rapidly growing community.

For the current population in Little Elm, the Town is meeting the general standards for park provision. The deficit observed in neighborhood parks is offset by the availability of HOA and private parks throughout the community. For the projected build-out population of 107,286 in Little Elm, deficit in neighborhood parks will continue to be supplemented by the availability of HOA and private parks. However, the Town may anticipate an overall deficit in parkland acreage and will need to plan for acquiring additional property through acquisition or strategic partnerships to meet the community's needs.

The following pages provide a detailed comparison of standard guidelines and as applied to the current Town of Little Elm population and its projected build out population.

### **NEIGHBORHOOD PARKS**

There are currently no parks provided by the Town that would be classified as a Neighborhood Park. However, this deficit is supplemented by numerous HOA parks and private facilities which contribute nearly 72 acres to the Town's overall park acreage. This positions Little Elm's level of service in the neighborhood park classification to the upper range recommended for a community of its size, effectively bridging any service gap. As Little Elm continues to grow with new single-family developments, this trend is expected to continue meeting neighborhood park guidelines.

### **COMMUNITY PARKS**

The Town currently has over 292 acres of Community Parks, which makes it a 137% increase in park acreage since the previous master plan. This park type makes up the most acreage and number of parks in the Town. These parks include Beard Park, Cottonwood Park, Lakeside Park, Marion Soccer Fields, McCord Park, Union Park, and Dog Park. The recent turnover of Union Park and the Union Park Dog Park to the Town helps round out the Level of Service in community parks for residents in the northern sector of Town. As this area of Town continues to expand, additional Community Park land should be considered for development. Potential partnerships with the US Army Corps of Engineers on Doe Branch Park and with Little Elm ISD near the high school are centralized properties that may meet this need.

### **METROPOLITAN PARK**

Little Elm Park, the Town's only Metropolitan Park, spans nearly 165 acres in the heart of the community. With its scenic lake setting, the park features ballfields, playgrounds, an amphitheater, a boat ramp, a swimming beach, competition sand volleyball, picnicking areas, camping, and trails. This diverse range of amenities makes it a popular destination for residents and nearby communities. Although there is no established standard for Level of Service in this park classification, Little Elm Park effectively meets the community's needs.

## SPECIAL USE PARKS

The Town currently has just over 24 acres of park land classified as Special Use Parks including Honor Park, The Lawn at The Lakefront™, and others. There is not a set NRPA guideline for park acreage in this category. If desired by Town leaders, certain priority facilities as identified in the Action Plan found later in this document (skate park, pump track, dog park, etc.) may be implemented as new Special Use facilities in the Town's park system.

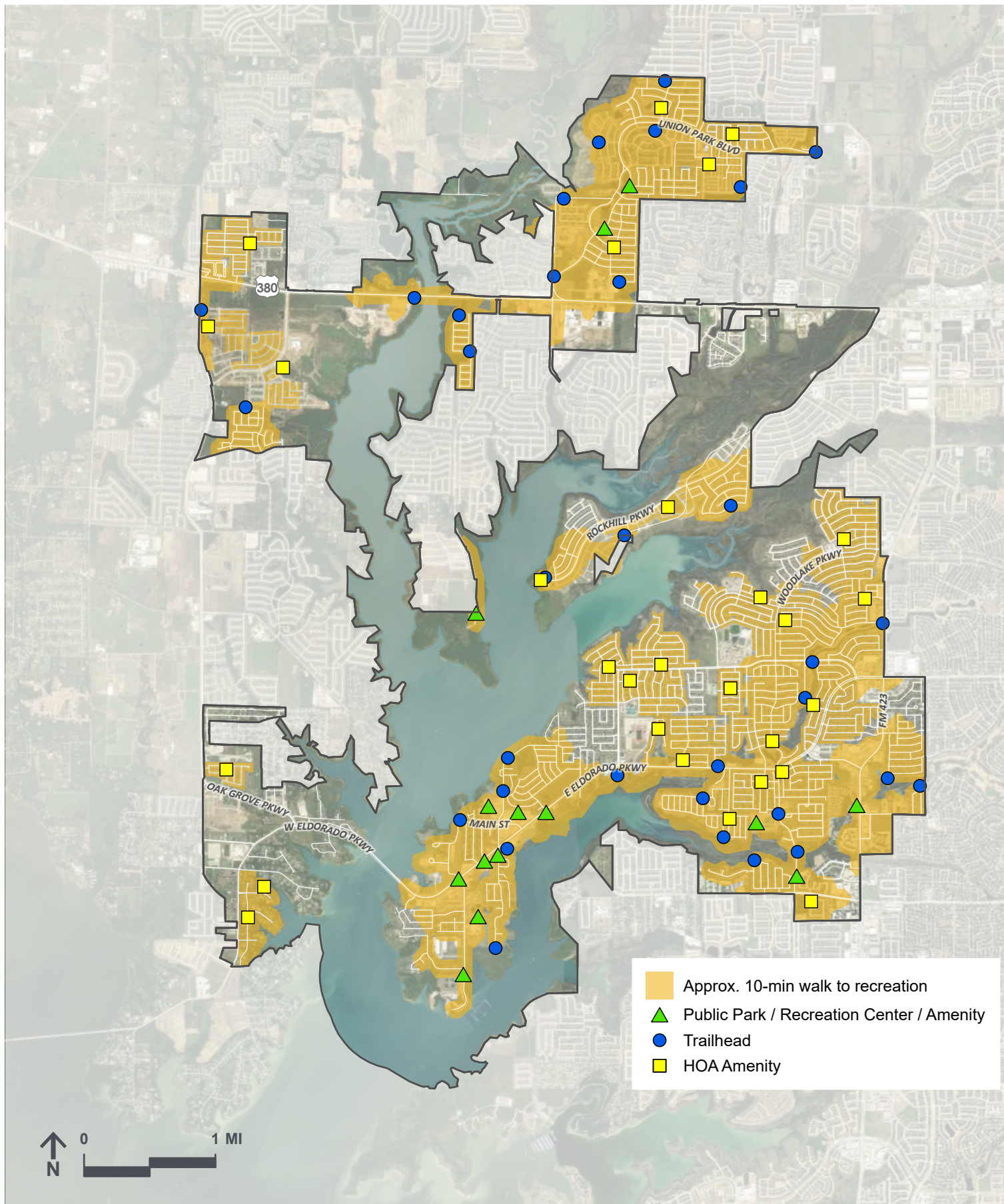
The previous Master Plan made recommendations addressing the potential future need for a larger Metropolitan / Regional Park as the Town's population moved beyond 50,000. With a current population of nearly 58,000 and build-out projection of over 107,000, Town leaders may consider pursuing a potential lease agreement with the USACE on the Doe Branch Park property in the northern sector of Town. The location of this property and its currently permissible partial recreational programming (according to the USACE Lewisville Lake Master Plan Land Classification Map, February 2020) would close a large acreage gap in Little Elm's park land totals. Its location on a northern peninsula of the lake could afford residents in this rapidly growing sector of Town with access to a valuable natural resource within a much shorter bike ride, walk or drive than what is currently required to reach the larger community parks in the heart of the Lakefront District™.

The previous plan also encouraged the development of a diverse trail network as a form of Linear Park. The implementation of the Lakefront Trail has become a popular asset since then, and it continues to expand with town planning efforts. Town staff will continue to develop a connected trail network and mobility system as the community grows. A need for acquisition of park land to be dedicated as Linear Park is not specifically recommended as part of this planning effort. However, the need for continued trail network expansion and evaluation of strategic connections with town limits and across boundaries to neighboring communities is high. The Trail Network Considerations section of this document's Action Plan provides additional detail on these types of connections.





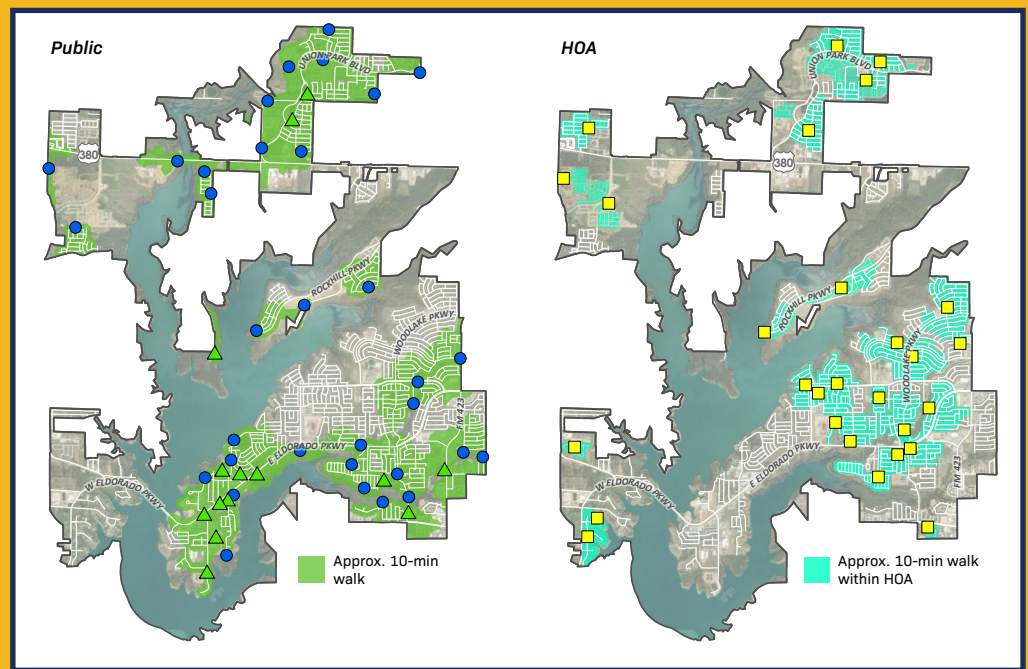
# 10-Minute Walk to Recreation







Launched in 2017, the “10-Minute Walk” initiative by the Trust for Public Land (TPL), National Park & Recreation Association (NRPA), and the Urban Land Institute (ULI) aims to support municipalities in ensuring equitable access to quality recreation. The initiative emphasizes that residents should be within a 10-minute walk, or approximately half a mile, from a recreational facility, reflecting the average distance people are willing to walk to reach such destinations. This is a general standard that helps us examine the number of opportunities and resources a person has close to home within a community. Below are illustrations showing proximity of park facilities provided by the Town as well as supplemental amenities offered by HOA neighborhoods.



Given the sprawling nature of the town limits along the Lewisville Lake shoreline and major roadways that cross the community, the Town of Little Elm has made significant efforts to ensure equitable access to recreational services for all residents. As shown below, approximately 85% of residents are within a 10-minute walk of a public park, indoor recreation facility, trailhead, or HOA amenity center (private provider).



## NRPA 2024 Agency Performance Review Outdoor Park and Recreation Facilities

Types of Facilities	Median Number of Residents per Facility			
	Population of Jurisdiction			
	Percent of Agencies	All Agencies	50,000 to 99,000	100,000 to 250,000
Playgrounds or Play Structures	93%	3,750	3,707	5,016
Diamond Fields	85%	4,063	3,675	6,821
Basketball Courts	84%	8,000	8,363	9,643
Rectangular Fields	83%	5,000	4,070	7,375
Tennis Courts	72%	6,003	5,865	8,731
Dog Parks	68%	46,917	55,135	74,504
Community Gardens	52%	34,105	56,150	55,326
Swimming Pools	49%	45,919	46,353	65,697
Skateboard Parks	46%	54,750	60,904	105,567
Pickleball	42%	12,597	10,500	20,244
Volleyball Courts	23%	27,640	26,612	46,517
Splashpads	23%	54,010	54,100	67,685
Disc Golf Courses	20%	76,780	58,603	118,723

This data was part of the 2024 National Recreation and Park Association Agency Performance Review.

## Facility Development Standards Applied to Little Elm

Activity/Facility	Recommended Guidelines: Facilities Per Population	Existing Facilities in Little Elm Public Parks	Existing Facilities in Little Elm Private/ HOAs	Recommended Guidelines: Facilities for 2024 Population of 57,882	Recommended Guidelines: Facilities for Projected Build-Out Population of 107,286
Baseball Fields	1 per 4,000 <sup>1</sup>	4	NA	14	26
Basketball Courts (Outdoor)	1 per 5,000 <sup>2</sup>	1	2	11	21
Football Fields	1 per 20,000 <sup>2</sup>	2	NA	2	5
Pavilion/Picnic Shelter	1 per 3,000 <sup>1</sup>	15	13	19	35
Picnic Tables	1 per 300 <sup>1</sup>	60	NA	192	357
Playgrounds	1 area per 1,000 <sup>2</sup>	8	19	57	107
Recreation Center (square footage)	1 sf per person <sup>1</sup>	70,000	NA	57,882	107,286
Soccer Fields (League)	1 per 4,000 <sup>1</sup>	10	1	14	26
Softball Fields	1 per 4,000 <sup>1</sup>	5	NA	14	26
Swimming Pool (Outdoor)	1 per 20,000 <sup>2</sup>	0	14	2	5
Tennis Courts	1 court per 2,000 <sup>2</sup>	2	2	28	53
Trails	1 mile per 4,000 <sup>2</sup>	49.4	Varies	14	26
Volleyball Courts (Outdoor)	1 per 5,000 <sup>2</sup>	12	NA	11	21

<sup>1</sup> Dunaway recommendation for high use by Youth Sports.

<sup>2</sup> Facility guidelines from NRPA guidelines as well as DFW area standards.



6

NEEDS





# ASSESSMENT



# NEEDS ASSESSMENT

National Service Research (NSR) led the public engagement process for obtaining clearly defined input for future parks and recreation needs. Key components of this process included:

**Public Engagement:** NSR organized a public meeting on February 1, 2024, at The Rec at The Lakefront™ to gather community feedback. Additionally, focus groups were held with sports groups on February 26, 2024, and with the CDC on March 6, 2024. These discussions were vital in informing the survey design.

**Survey Distribution:** To reach a broad audience, postcards were mailed to 8,000 households, directing residents to an online survey that was also promoted on the Town's website and social media. The postcards were sent out on March 25, 2024, and the survey remained open until April 28, 2024. A total of 1,084 responses were collected, yielding a margin of error of  $\pm 3.5\%$  at a 95% confidence level.

**Priority Ranking:** The study included separate rankings of park priorities from the Resident Survey, Town Council, Town Staff, CDC, and the Dunaway team. These rankings were collaboratively reviewed and confirmed in a follow-up meeting, ensuring that the priorities accurately reflect community needs.

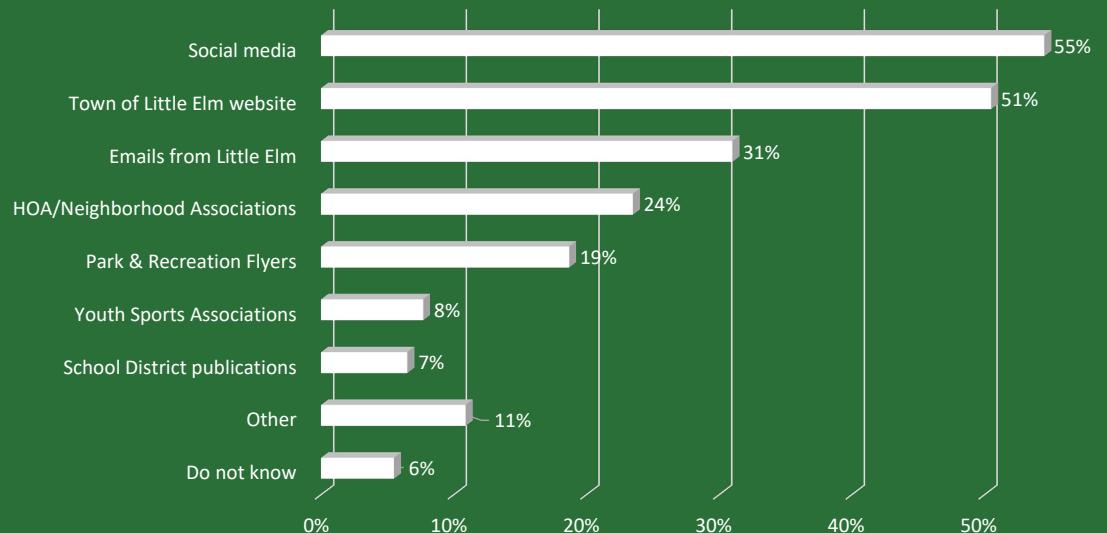
Overall, this structured approach provided a solid foundation for determining the future direction of Little Elm's parks system, aligning it with the community's preferences and requirements over the next five to ten years.

The following pages are the final results from the online survey. The appendix will provide extensive notes taken from the public engagement process, the survey instrument taken by the online survey respondents, and the postcard that was mailed during the survey distribution.

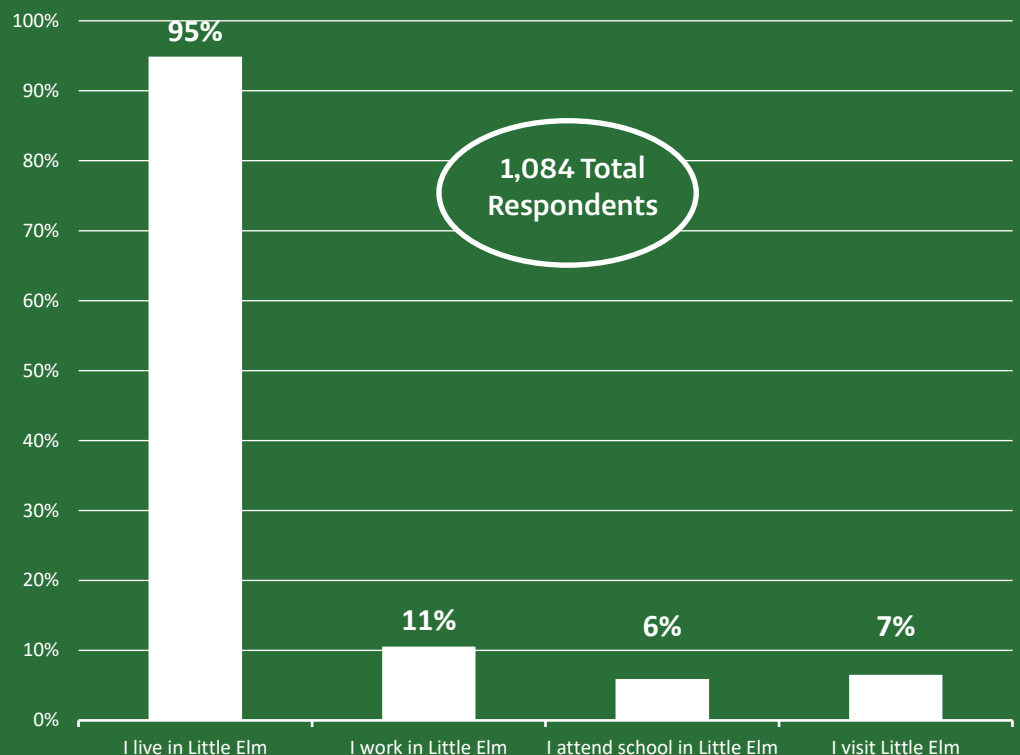


## Awareness of Parks, Recreation Facilities and Recreation Programs in Little Elm

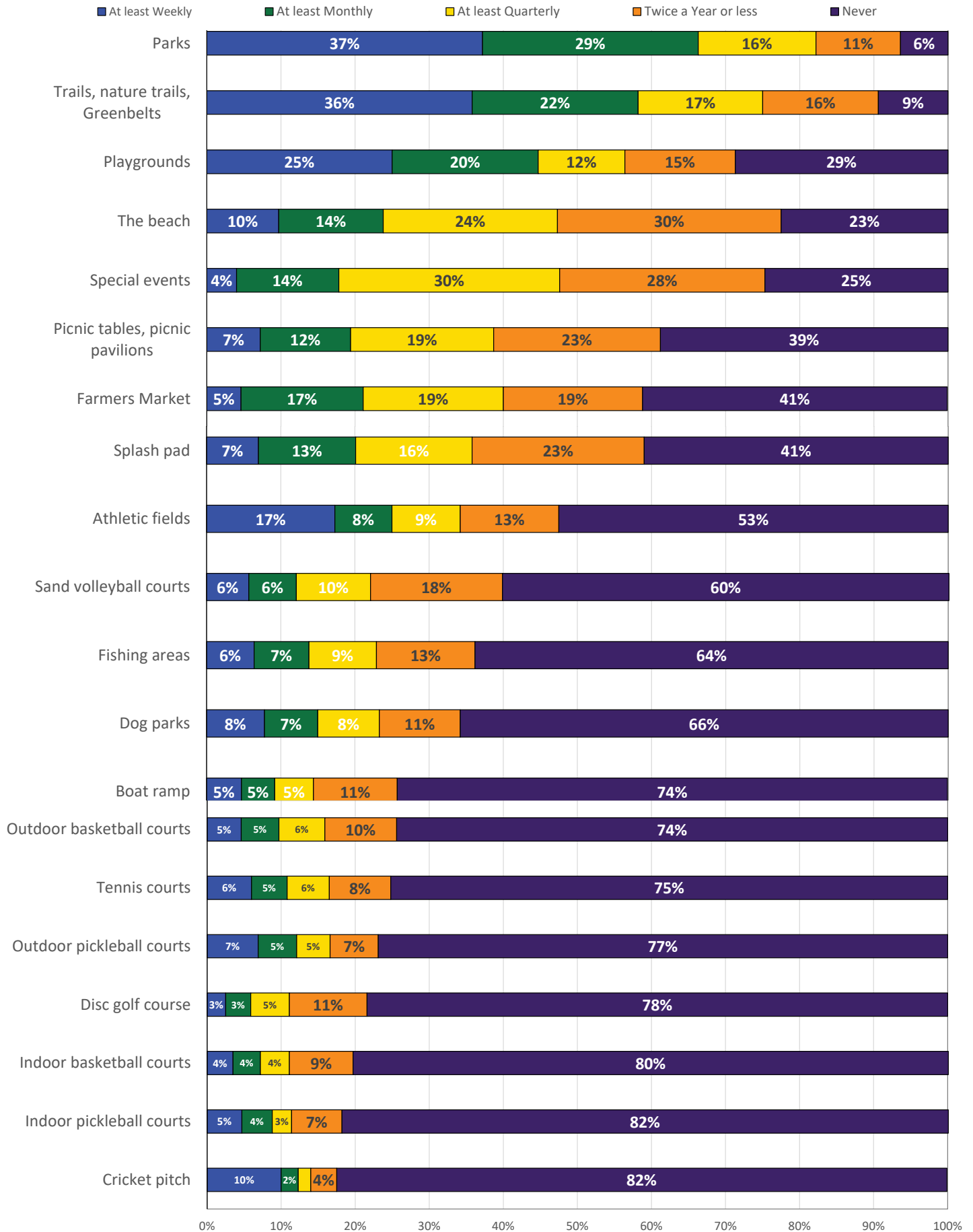
More than half of survey respondents find out about parks, recreation facilities and programs through social media and 51% find out through the Town of Little Elm website.



## What is your relation to Little Elm?



## Frequency of Use: Town of Little Elm Facilities



## Frequency of Use: Town of Little Elm Parks

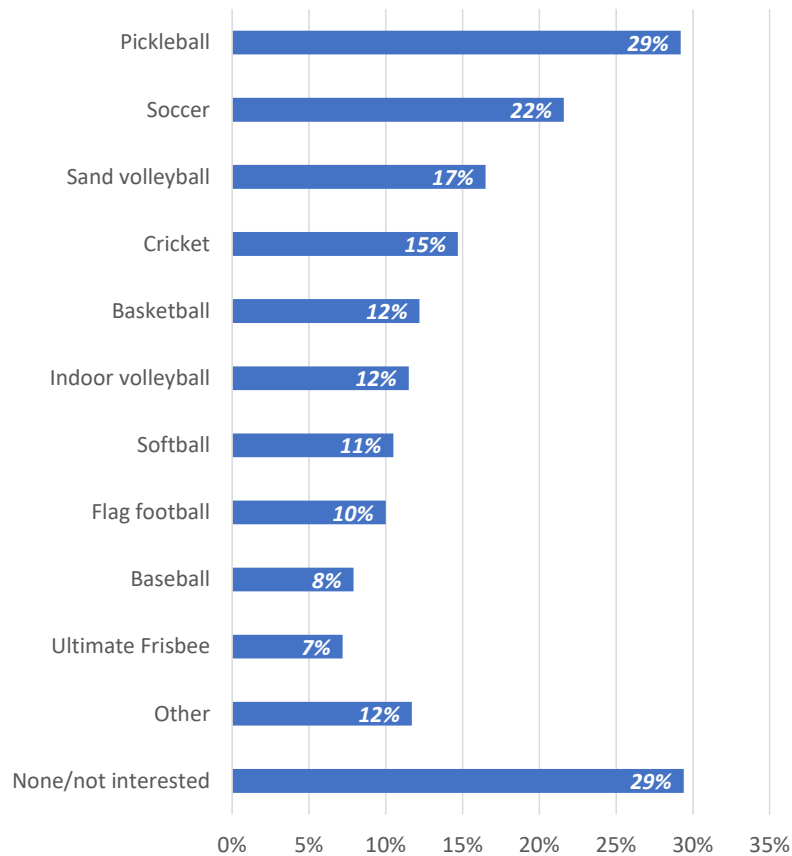




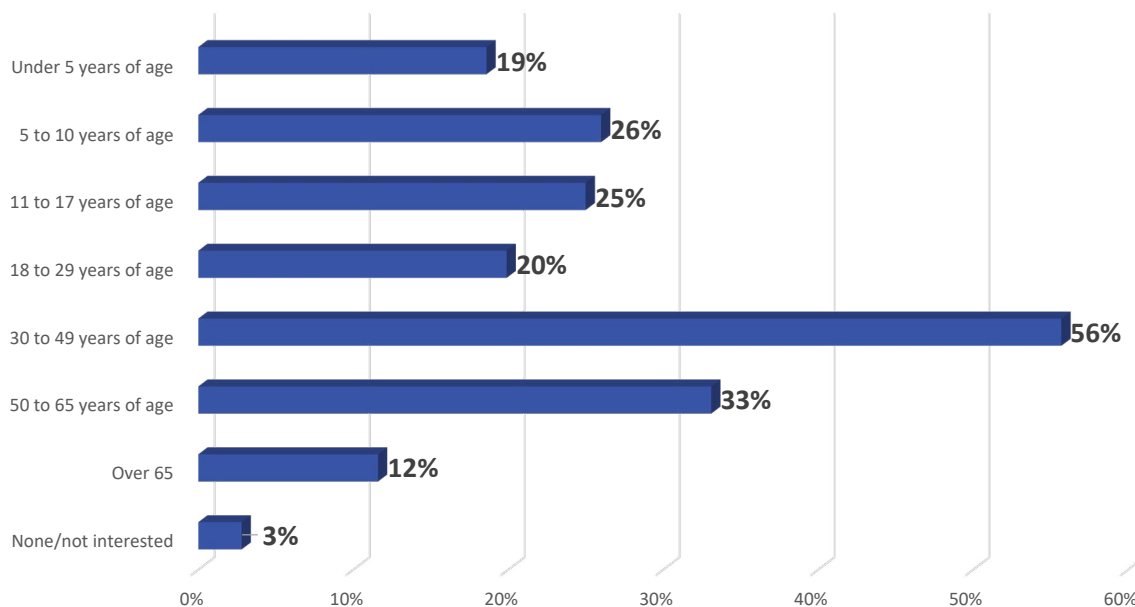
## Programs of Interest

Program/Event	%
Farmers Market	59
Art/Music/Food Festivals	57
Yoga	39
Fitness Classes/Events	37
Family Programs	33
Community Gardens	32
Aquatic Programs-All Ages	30
Music/Dance Programs	30
Guided Nature Walks	29
Biking/Cycling Programs	29
Pickleball	28
Town Volunteer Opportunities	27
Fishing	25
Pilates	25
Soccer	25
Races (5K, 10K, etc.)	25
Climbing Wall	24
Parent/Child Programs	23
Youth Programs/Camps	22
Adult Sport Leagues	21
Tennis	20
Senior/Active Adult programs	20
Ropes Course	19
Archery	18
Sand Volleyball	18
Preschool/Toddler Programs	18
Cornhole Tournaments	16
Teen Programs	15
Basketball	15
Cricket	15
Badminton	12
Disc Golf	10
Baseball	10
Horseshoes	10
Skateboarding	10
Football	9
Teen E-Sports Programs	9
Softball	8
Lacrosse	2
Other	7
None/Not Interested	1

## Sports Programs of Interest



## Age Groups Interested in Town of Little Elm Recreation or Leisure Programs

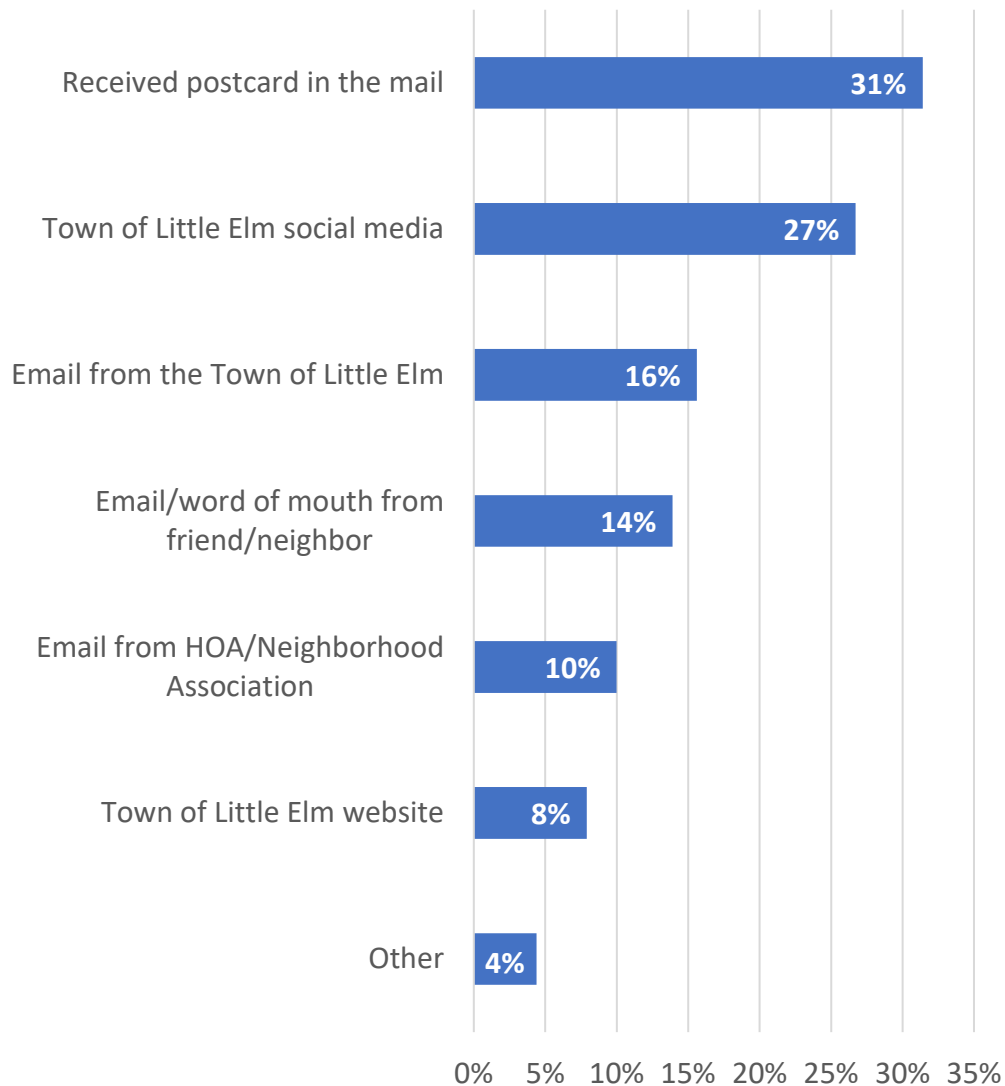


## Little Elm Park Facility Priorities

Program/Event	4 - Very Important	3	2	1 - Not Important	No Opinion	Mean Score
Nature Areas/Preserves	63	20	9	4	4	3.46
Additional Hike, Bike, Walk Trails	57	19	12	8	4	3.31
Additional Trail Connections to Adjacent Communities	51	20	11	12	6	3.16
All Inclusive Playground	46	20	14	11	9	3.11
Additional Lake Access Points	42	21	14	12	10	3.04
Additional Kayak / Boat Put In Points Along the Lake	37	18	16	15	14	2.89
Interpretive Signs in Parks/Trails	31	25	21	14	9	2.80
Additional Playgrounds	34	19	16	19	12	2.77
Additional Covered Picnic Shelters/Pavilions	26	26	25	13	10	2.71
Performing Arts Center	26	24	19	17	13	2.69
Additional Camping Locations/Tiny Cabin Rentals	30	19	18	20	13	2.68
Sprayground	29	19	19	21	12	2.65
Outdoor Fitness Training Equipment in Parks/Along Trails	26	24	19	20	11	2.62
Expand The Cove with Outdoor Components	27	23	18	25	6	2.57
Additional Fishing Piers	22	18	21	22	17	2.48
Additional Lighted Outdoor Athletic Fields	24	14	21	24	17	2.47
Additional Outdoor Multi-Use Courts (Basketball, Tennis)	20	20	21	23	16	2.43
Mountain Bike/BMX Pump Track	19	14	18	29	20	2.29
Additional Outdoor Pickleball Courts	17	14	18	29	22	2.24
Additional Multi-Use Fields (Soccer, Football, Lacrosse)	16	15	19	29	21	2.24
Additional Dog Park	17	13	20	32	18	2.17
Skate Park	14	11	20	39	16	2.02
Cricket Pitch	15	4	11	39	31	1.91
1.86Disc Golf Course	8	9	22	36	25	1.86
Additional Baseball Fields	8	9	17	42	24	1.77
Additional Softball	6	8	18	42	26	1.72

## How did you find out about this survey?

Most respondents found out about the survey through the postcard they received in the mail and Town of Little Elm social media.







7

PRIORITY





# RANKINGS

# PRIORITY RANKINGS

Establishing clear priorities for the park system is crucial for developing a balanced Master Plan. This approach enables Town leaders to recognize the significance of annual budgeting and strategies that address the needs of the Little Elm community. The priorities outlined here stem from a thorough assessment of current resources and feedback gathered from the resident survey, which were then ranked based on identified needs.

Rank	Priorities	Higher	Moderate	Lower
1	Additional Hike, Bike, Walk Trails	•		
2	Nature Areas / Preserves	•		
3	Additional Trail Connections to Adjacent Communities	•		
4	All Inclusive Playground	•		
5	Additional Lake Access Points	•		
6	Additional Kayak / Boat Put In Points Along the Lake	•		
7	Expand The Cove with Outdoor Components**	•		
8	Interpretive Signs in Parks / Trails	•		
9	Performing Arts Center	•		
10	Additional Covered Picnic Shelters / Pavilions		•	
11	Additional Fishing Piers		•	
12	Additional Lighted Outdoor Athletic Fields		•	
13	Additional Multi-Use Courts (basketball, tennis, other)		•	
14	Additional Playgrounds		•	
15	Additional Camping Locations / Tiny Cabins		•	
16	Additional Outdoor Pickleball Courts		•	
17	Additional Multi-Use Fields ( soccer, football, lacrosse)		•	
18	Sprayground			•
19	Outdoor Fitness Equipment in Parks and Along Trails			•
20	Additional Dog Park			•
21	Mountain Bike BMX Pump Track			•
22	Skate Park			•
23	Cricket Pitch			•
24	Additional Baseball Fields			•
25	Additional Softball Fields			•
26	Disc Golf			•

## Ranking Process

After completing the resident survey during the needs assessment phase, a structured method for ranking priorities was employed. This process incorporated insights from the resident survey, Town Council, Town staff, and the Dunaway team, with the following weighted values assigned:

### **Resident Input / Survey Results (55%)**

Reflecting the specific needs and requests of the Little Elm community gathered from the resident survey.

### **Town Council (20%)**

Highlighting the parks and recreation needs identified by the Town Council.

### **Town Staff (10%)**

Based on the insights of park staff regarding recreation programs and resource demands.

### **Community Development Corporation (10%)**

Addressing the specific needs as recognized by the Community Development Corporation related to recreation programs and resource demands.

### **Dunaway Team (5%)**

Offering recommendations based on the Dunaway planning team's assessment of Little Elm's unique needs, current park resources, demographic profile, and future recreational demands.

The resulting priority rankings are categorized into three groups: High Priority, Moderate Priority, and Lower Priority. A summary of these priorities for Little Elm can be found in the table on the following page.





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**IMPLEMENTATION**

# IMPLEMENTATION

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## Overview

The Town of Little Elm is well-positioned to build on its momentum in developing a vibrant park system that enhances the quality of life for residents and visitors. To implement this Master Plan, a focused strategy is essential, especially in securing funding and adhering to a strategic action plan.

The following pages outline a variety of funding sources that can supplement the Town's financial resources, along with a Proposed Action Plan to guide annual budgeting and facility development. This Action Plan includes prioritizing key trail connections from Little Elm to neighboring communities. These implementation tools should be regularly evaluated by Town staff to assess progress and adjust priorities based on community needs.

## Proposed Action Plan

The Proposed Action Plan outlines a path forward for addressing high-priority park facility needs and identifies potential funding sources for future improvements. Strategic implementation by Town leaders, along with annual evaluations of progress, is recommended.

Over the next five to ten years, if additional funding becomes available, the schedule of projects can be adjusted at the Town's discretion to accelerate timelines for certain initiatives. This flexibility will allow for the advancement of projects within the plan as deemed necessary and will also create opportunities to allocate resources toward longer-range improvements

## Funding Sources

One of the biggest challenges of town leaders in implementing a park master plan will be prioritizing new capital dollars that will provide for needed park renovations, expansions, and new amenities. To achieve this, town leaders will need to outline an annual strategy for funding capital improvements across the entire park system. To add to the Town's available financial resources, Little Elm has an opportunity to pursue a wide range of other sources that would help fund the various capital improvements prioritized in this plan. Some of the funding sources described on the following pages can be part of an implementation plan by town leaders.

### **ADVERTISING**

This funding source comes from the sale of advertising on park and recreation related items such as the town's program guide, on scoreboards, and other visible products or services.

### **CORPORATE SPONSORSHIPS**

This funding source comes from corporations that invest in the development or enhancement of new or existing facilities. Sponsorships are also successfully used for special programs and events.

### **FEES / CHARGES**

This funding source comes from fees for use of a facility or participation in a town sponsored recreational program.

### **FOUNDATIONS / GIFTS**

This funding source comes from tax-exempt organizations who give donations for specific facilities, activities, or programs. These may include capital campaigns, fundraisers, endowments, sales of items, etc.

### **FRIENDS ASSOCIATIONS**

This funding source comes from friends groups that raise money typically for a single focus priority. This may include a park facility or program that will better the community they live in.

### **GENERAL FUND**

This funding source is the primary means in providing for annual capital programs, improvements, and infrastructure upgrades.

### **GENERAL OBLIGATION BONDS**

This funding source comes from bond programs approved by the residents for capital improvements within the parks system.



### **GRANTS – TPWD OUTDOOR PROGRAM**

This funding source comes from grants for the acquisition & development of outdoor recreational facilities.

### **GRANTS – TPWD RECREATIONAL TRAILS PROGRAM**

This funding source comes from grants for the development of new trails or trail extensions.

### **GRANTS – TRANSPORTATION ENHANCEMENT (NCTCOG / TXDOT)**

This funding source comes from grants for the development of new trails or trail extensions.

### **INTERLOCAL AGREEMENTS**

This funding source comes from contractual agreements with other local units of government for the joint-use of indoor or outdoor recreational facilities.

### **IRREVOCABLE TRUSTS**

This funding source comes from individuals who leave a portion of their wealth for a trust fund. The fund grows over a period of time and is available for the Town to use a portion of the interest to support specific park facilities as designated by the trustee.

### **LAND LEASES**

Leases could be utilized where appropriate and include options where developers / agencies lease space from Town-owned land through a subordinate lease that pays out a set dollar amount plus a percentage of gross dollars for recreation enhancements. These could include a golf course, marina, restaurants, driving ranges, sports complexes, equestrian facilities, recreation centers and ice arenas.

### **NAMING RIGHTS**

This funding source comes from leasing or selling naming rights for new indoor facilities or signature parks.

### **PARK IMPROVEMENT FEE / PARK DEDICATION FEE**

This funding source comes from private developers who give land for public parks. This may include land along drainage corridors that can be developed for greenbelts & trails.

### **PARTNERSHIPS**

This funding source comes from public/public, public/private, and public/not-for-profit partnerships.

### **PRIVATE DONATIONS**

This funding source comes from private party contributions including funds, equipment, art, and in-kind services.

### **RESERVATIONS**

This funding source comes from revenue generated from reservations of parks and facilities. The reservation rates are fixed and apply to group shelters, meeting rooms, and sports fields.

### **REVENUE BONDS**

This funding source comes from bonds used for capital projects that will generate revenue for debt services where fees can be set aside to support repayment of the bond.

### **SALES / 4B TAX (½ CENT)**

This funding source comes from a voter approved sales tax that goes toward parks & recreational improvements.



**SPECIAL USE PERMITS**

Allow individuals to use specific park property for financial gain. The Town either receives a set amount of money or a percentage of the gross service that is being provided.

**TAX INCREMENTAL FINANCING (TIF)**

Can be used with an established “TIF District” in which incremental increases in property taxes over a 20-25 year period is utilized to pay or reimburse initial development costs. Establishing a TIF district in areas that are anticipated to experience significant economic development and growth over the next 20 years can fund initial park/trail/greenway development that initially serves as a catalyst for that development.

**VOLUNTEERISM / IN-KIND DONATIONS**

This funding source provides indirect revenue support when groups or individuals donate time to help construct specific park improvements (signs, playgrounds, nature trails, etc.).

## Proposed Ten-Year Action Plan

The Proposed Ten-Year Action Plan responds to the high priority items for facility needs and sets up a proposed time table with respect to the potential funding sources. Working in coordination with the Town staff, the plan combines action item recommendations for improvements and new facilities in an effort to enhance the quality of programming and facilities throughout Little Elm.

During the course of the next ten years, if additional funding is received, the schedule of projects may be advanced to move projects up earlier in the Proposed Ten-Year Action Plan, allowing funding for longer range projects.





# IMPLEMENTATION PLAN

(Possible locations as noted: pending future funding and budgets)

HIGHER PRIORITY ITEMS			PARK FACILITY LOCATIONS									
ACTION PLAN ITEM		Budget Ranges	Beard Park	Cottonwood Park <sup>2</sup>	Doe Branch Park <sup>1</sup>	Honor Park	Lakeside Park <sup>4</sup>	The Lawn at The Lakefront™	Little Elm Park <sup>3</sup>	The Rec at The Lakefront	Marion Soccer Fields <sup>4</sup>	McCord Park
1	Additional Hike, Bike, Walk Trails	\$550,000 - \$1,000,000 per mile		✓	✓				✓	✓	✓	
2	Nature Areas / Preserves	Varies		✓	✓				✓			✓
3	Additional Trail Connections to Adjacent Communities	\$550,000 - \$1,000,000 per mile							✓			
4	All Inclusive Playground	\$500,000 - \$850,000							✓			✓
5	Additional Lake Access Points	Varies		✓					✓			
6	Additional Kayak / Boat Put In Points Along the Lake	Varies		✓	✓				✓			
7	Expand the Cove with Outdoor Component <sup>5</sup>	Varies								✓		
8	Interpretive Signs in Parks / Trails	\$1,500 - \$2,500 per sign	✓	✓	✓				✓	✓		✓
9	Performing Arts Center	Varies										

✓ - Recommended Location

<sup>1</sup> This property is owned by the United States Army Corps of Engineers and is not currently under lease agreement with the Town.

<sup>2</sup> This property is included in the Cottonwood Park Master Plan or the Cottonwood Park Phase 1 construction currently underway.

<sup>3</sup> This park is included in the Little Elm Park Primitive Camping Concept currently under design.

<sup>4</sup> This property is owned by the Little Elm Independent School District and are currently under one lease agreement with the Town.

<sup>5</sup> This action plan item is being addressed in the Cove Master Plan.

<sup>6</sup> This property is not currently owned by the Town of Little Elm.

FUNDING SOURCES							
Union Park							
Union Park Dog Park							
Hansel Property (Undeveloped) <sup>6</sup>	✓	✓					
Zellars North Property (Undeveloped) <sup>4</sup>	✓						
Sunset Pointe Property (Undeveloped)	✓	✓					
Town Hall Property (Undeveloped)	✓						
Advertising Sales				•			
Corporate Sponsorships	•	•		•			
Fee / Charges		•					
Foundations / Gifts	•	•		•			
Friends Associations	•			•			
General Obligation Bonds	•	•		•			
General Fund	•	•		•			
Grants - TPWD Outdoor Program	•	•		•			
Grants - TPWD Recreational Trails Program	•						
Grants - Transportation Enhancement	•			•			
Interlocal Agreements	•			•			
Irrevocable Trust							
Land Leases	•			•			
Naming Rights	•	•					
Park Improvement Fees		•					
Partnerships	•	•		•			
Private Donations	•	•		•			
Reservations							
Revenue Bonds	•	•		•			
Sales / 4B Tax	•	•		•			
Special Use Permits				•			
Tax Incremental Financing (TIF)							
Volunteerism / In-Kind Donations	•			•			

## IMPLEMENTATION PLAN

(Possible locations as noted: pending future funding and budgets)

MODERATE PRIORITY ITEMS			PARK FACILITY LOCATION											
ACTION PLAN ITEM		Budget Ranges	Beard Park	Cottonwood Park <sup>2</sup>	Doe Branch Park	Honor Park	Lakeside Park <sup>4</sup>	The Lawn at The Lakefront™	Little Elm Park <sup>3</sup>	The Rec at The Lakefront	Marion Soccer Fields	McCord Park	Union Park	
10	Additional Covered Picnic Shelters / Pavilions	\$100,000 - \$250,000	✓	✓	✓		✓		✓	✓	✓	✓		
11	Additional Fishing Piers	\$400,000 range		✓	✓				✓					
12	Additional Lighted Outdoor Athletic Fields	Varies							✓		✓			
13	Additional Multi-Use Courts (basketball, tennis, other)	Varies							✓		✓			
14	Additional Playgrounds	\$450,000 - \$650,000		✓	✓				✓		✓	✓		
15	Additional Camping Locations / Tiny Cabins	Varies		✓	✓				✓					
16	Additional Outdoor Pickleball Courts	\$225,000 for four courts							✓	✓				
17	Additional Multi-Use Fields (soccer, football, lacrosse)	\$400,000 - \$500,000 per field \$750,000 - \$1,000,000 (artificial turf)							✓		✓			

✓ - Recommended Location

<sup>1</sup> This property is owned by the United States Army Corps of Engineers and is not currently under lease agreement with the Town.

<sup>2</sup> This property is included in the Cottonwood Park Master Plan or the Cottonwood Park Phase 1 construction currently underway.

<sup>3</sup> This park is included in the Little Elm Park Primitive Camping Concept currently under design.

<sup>4</sup> This property is owned by the Little Elm Independent School District and are currently under one lease agreement with the Town.

<sup>6</sup> This property is not currently owned by the Town of Little Elm.

[illegible]



## IMPLEMENTATION PLAN

(Possible locations as noted: pending future funding and budgets)

LOWER PRIORITY ITEMS			PARK FACILITY LOCATIONS									
ACTION PLAN ITEM		Budget Ranges	Beard Park	Cottonwood Park <sup>2</sup>	Doe Branch Park <sup>1</sup>	Honor Park	Lakeside Park <sup>4</sup>	The Lawn at The Lakefront™	Little Elm Park <sup>3</sup>	The Rec at The Lakefront	Marion Soccer Fields <sup>4</sup>	McCord Park
18	Sprayground	\$750,000 - \$1,500,000						✓	✓			
19	Outdoor Fitness Equipment in Parks and Along Trails	\$7,500 - \$15,000 each	✓	✓			✓		✓		✓	
20	Additional Dog Park <sup>7</sup>	\$500,000 - \$1,000,000										
21	Mountain Bike BMX Pump Track	\$400,000 - \$500,000 per mile		✓					✓		✓	
22	Skate Park	\$3,000,000									✓	
23	Cricket Pitch	\$20,000									✓	
24	Additional Baseball Fields	\$1,500,000 - \$3,00,000 per field		✓					✓			
25	Additional Softball Fields	\$1,500,000 - \$3,00,000 per field		✓					✓			
26	Disc Golf	\$20,000 - \$30,000							✓			

✓ - Recommended Location

<sup>1</sup> This property is owned by the United States Army Corps of Engineers and is not currently under lease agreement with the Town.

<sup>2</sup> This property is included in the Cottonwood Park Master Plan or the Cottonwood Park Phase I construction currently underway.

<sup>3</sup> This park is included in the Little Elm Park Primitive Camping Concept currently under design.

<sup>4</sup> This property is owned by the Little Elm Independent School District and are currently under one lease agreement with the Town.

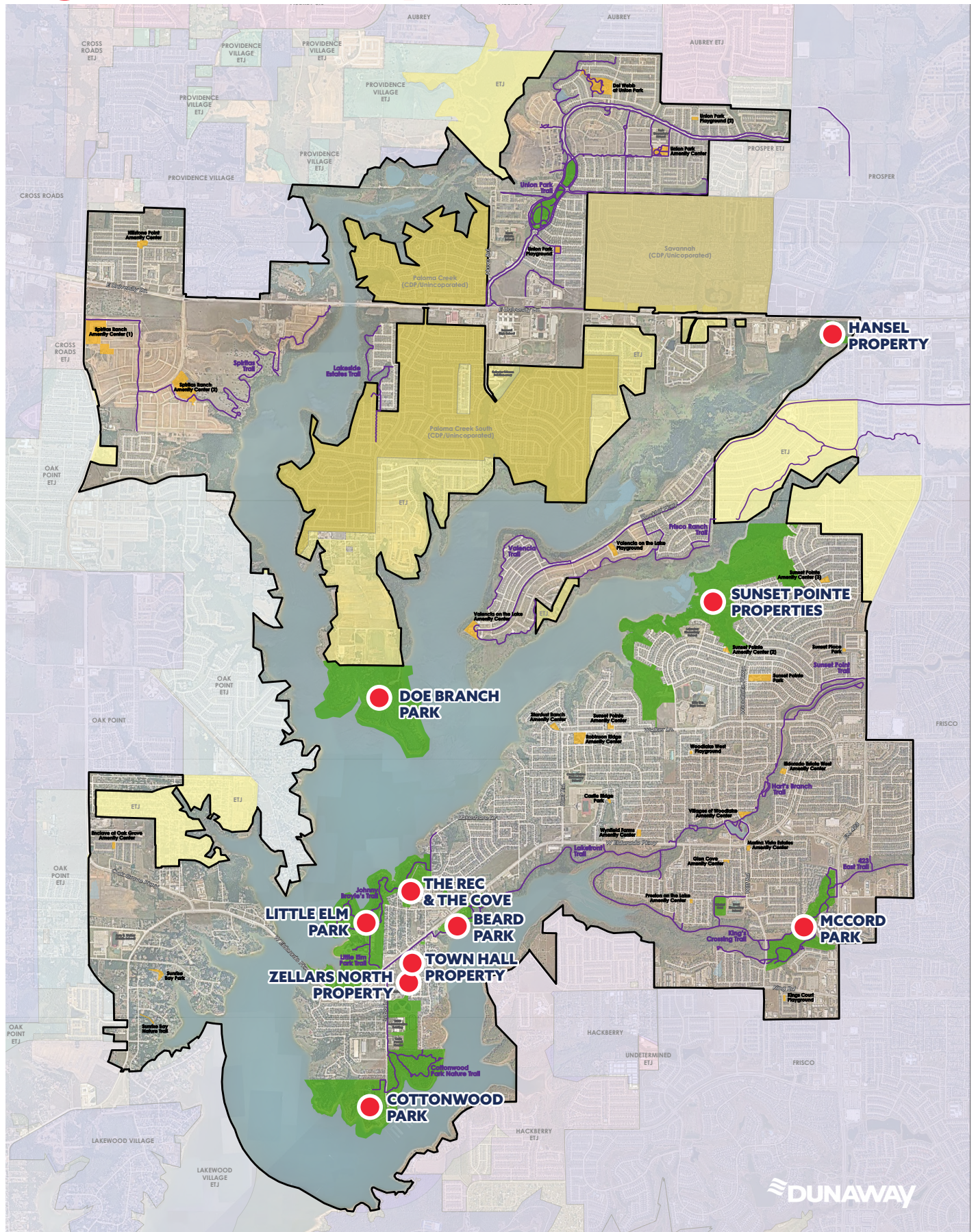
<sup>6</sup> This property is not currently owned by the Town of Little Elm.

<sup>7</sup> This priority will be addressed with the upcoming transfer of Union Park to Town of Little Elm management.

PROPOSED DEVELOPMENTS									
									Union Park
									Union Park Dog Park
									Hansel Property (Undeveloped) <sup>6</sup>
							✓		Zellars North Property (Undeveloped) <sup>4</sup>
									Sunset Pointe Property (Undeveloped)
								✓	Town Hall Property (Undeveloped)



# High Priorities by Park





This page summarizes the high priorities given to each park in Little Elm.

Some parks may not appear on this page as the planning team did not recommend any high priority items for these parks. These parks include: Honor Park, Lakeside Sports Complex, The Lawn at the Lakefront™, Union Park, and Union Park Dog Park.

## **1 Additional Hike, Bike, Walk Trails**

Cottonwood Park  
Doe Branch  
Little Elm Park  
The Rec at The Lakefront™  
McCord Park  
Zellars North Property  
Marion Football / Multi-Use  
Sunset Pointe Property  
Town Hall Property  
Hansel Property

## **2 Nature Areas / Preserves**

Cottonwood Park  
Doe Branch  
McCord Park  
Hansel Property

## **3 Additional Trail Connections to Adjacent Communities**

Little Elm Park

## **4 All Inclusive Playground**

Little Elm Park  
McCord Park  
Town Hall Property

## **5 Additional Lake Access Points**

Cottonwood Park  
Doe Branch  
Little Elm Park

## **6 Additional Kayak / Boat Put In Points Along the Lake**

Cottonwood Park  
Doe Branch  
Little Elm Park  
Hansel Property

## **7 Expand The Cove™ with Outdoor Components**

The Rec at The Lakefront™

## **8 Interpretive Signs in Parks / Trails**

Beard Park  
Cottonwood Park  
Doe Branch  
Little Elm Park  
The Rec at The Lakefront™  
McCord Park  
Sunset Pointe Property  
Hansel Property

## **9 Performing Arts Center**

Town Hall Property



## Trail Network Considerations

The Town of Little Elm has experienced significant growth in recent years, particularly in the development of new single-family homes and other residential projects. In alignment with this growth, Town ordinances have established requirements for developer partnerships to enhance the community's recreational infrastructure. Today, residents can enjoy a variety of trails within the park system, including the Harts Branch Trail, the popular Lakefront Trail, and nature trails such as the Cottonwood Trail and Johnny Broyles Nature Trail, which connect Little Elm Park to The Rec at The Lakefront™. The Town will continue to advance expansion of their trail network in response to community needs. As part of this Master Plan, strategic connections to neighboring cities have been prioritized for planned implementation.

The following map includes documentation of the Town's existing trails, location of proposed trail routes, proposed routing of the veloweb (see below), and three levels of priority connections for the Town to consider as part of future trail development plans.

### REGIONAL VELOWEB

As part of their Mobility 2045 Update, the North Central Texas Council of Governments (NCTCOG) has outlined a comprehensive regional routing plan for proposed trail connections throughout the DFW Metroplex. The veloweb is defined by NCTCOG as “a 2,165-mile network of off-street shared-use paths designed for multi-use purposes, catering to bicyclists, pedestrians, and other non-motorized forms of transportation”. Within Little Elm, key veloweb connections are identified at Doe Creek Road and Highway 380, linking to the City of Frisco, Town of Prosper, and along the eastern shore of Lewisville Lake extending into Hackberry on the south side of Town. These connections are important for regional mobility and should be prioritized in future trail funding initiatives. Coordination with NCTCOG and neighboring communities will be essential in planning efforts to enhance the Town's trail network alongside regional connectivity efforts.

## **PRIORITY 1 CONNECTIONS**

A few communities around Little Elm are undergoing rapid growth and concurrently expanding their own trail networks toward the Town's borders, in particular, Frisco and Prosper on the eastern border of Little Elm. It is recommended for Town staff to collaborate with staff in Frisco and Prosper to coordinate trail connections at select locations as an immediate to near term priority.

## **PRIORITY 2 CONNECTIONS**

Other communities around Little Elm are also growing quickly, and are still in various initial phases of trail planning and development. Connections to these communities should be considered by the Town of Little Elm for the near to short term planning of connections.

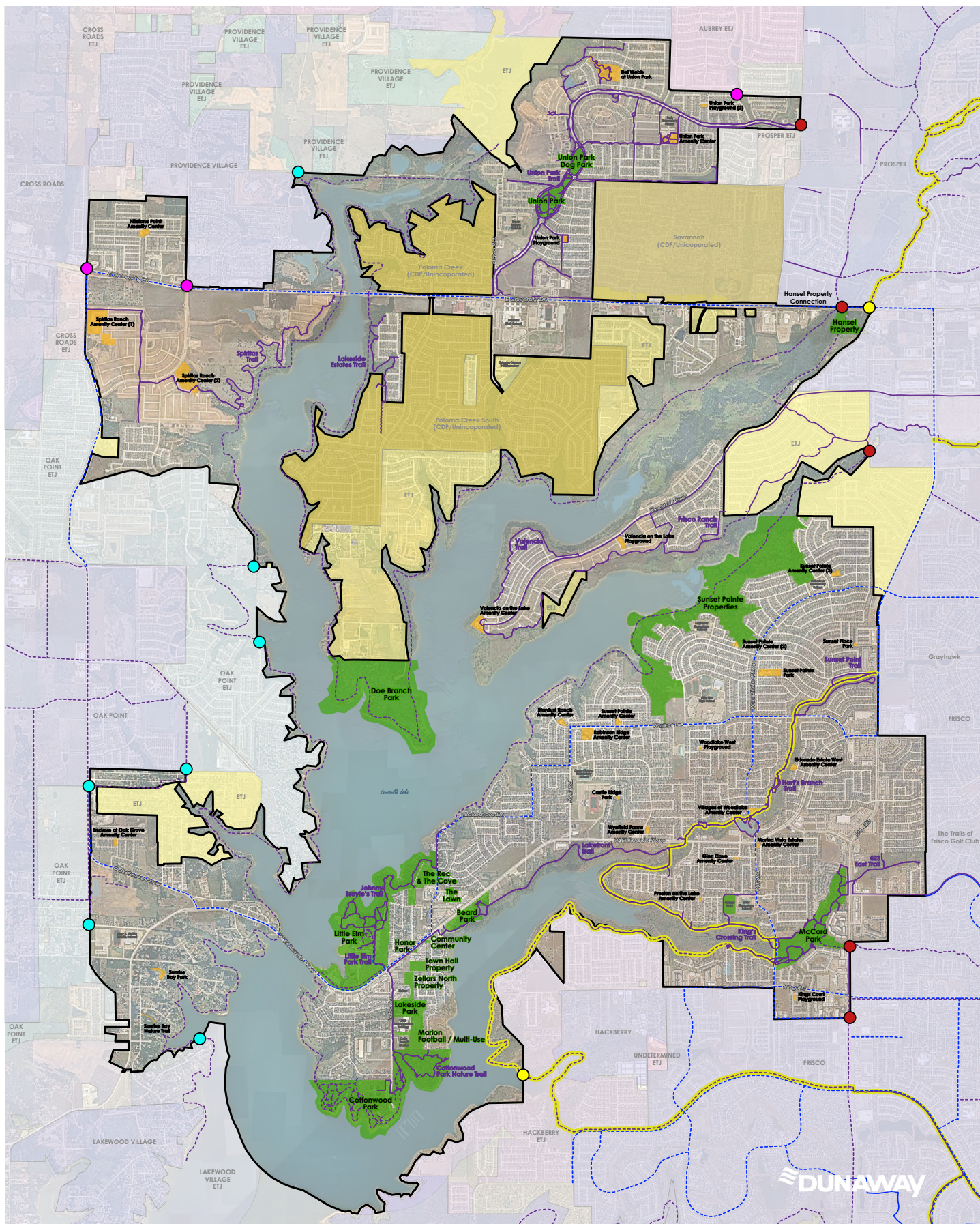
## **PRIORITY 3 CONNECTIONS**

Finally, several communities bordering Little Elm are at varying stages of their planning efforts, and it may take some time before connections with planned Little Elm trails can be established. These potential connections should be considered long-term or future priorities.



















# Trail Network Considerations





## Legend

	Existing Off-Street Trails
	Future Off-Street Trails
	Existing On-Street Trails
	Future On-Street Trails
	Veloweb Connection
	Priority 1 Connection
	Priority 2 Connection
	Priority 3 Connection
	Town Park
	HOA Facility
	Little Elm ETJ
	CDP
	Other Communities
	Denton County ETJ's

## Priority 1 Connections

- Existing Union Park Trail at FM 1345 to Town of Prosper
- Proposed underbridge connection at the Hansel Property at Hwy 380 to Prosper
- Existing Rockhill connection to PGA and to the City of Frisco
- Proposed trail along Cottonwood Branch at FM 423 to Community Trail in Frisco
- Proposed trail along FM 423 at Old Witt Road to future veloweb connector on Stonebridge Pkwy in Frisco

## Priority 2 Connections

- Union Park along existing drainageway to Aubrey ETJ
- Ryan Spiritas Parkway and Hwy 380 to Providence Village
- FM 720 and Hwy 380 west to Crossroads

## Priority 3 Connections

- Running Branch at Fishtrap Rd to Providence Village
- Along the western shoreline of Lewisville Lake near Lloyd's Road to Oak Point
- Along the western shoreline of Lewisville Lake near Wildridge development to Oak Point
- Elm Dr and Cedar Lane north to Oak Point developments
- Oak Grove Pkwy (FM 720) and Cottonwood Trail west to Oak Point
- Hill Lane at French Settlement Rd (Jerry Walker Middle School) to Oak Point
- Along the western shoreline of Lewisville Lake near Sunrise Bay to Lakewood Village





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# APPENDIX



# APPENDIX



## **100**

Visioning Session & Focus Group Meeting Notes

## **109**

Resident Survey Instrument

## **114**

Map of the Lakefront District™

## **115**

Cottonwood Park Master Plan

## **116**

The Cove at the Lakefront™ Expansion Concept



# **Visioning Session & Focus Group Meeting Notes**

## **Town Hall Meeting Notes - February 21, 2024**

### **Outdoor Facilities**

Tennis Courts (need in east Little Elm)  
Pickleball courts (multiple mentions)  
Activities for children under 5 (multiple mentions)  
More shade in parks  
Love the local free concerts  
The Lawn Park – super nice  
Mini zip line  
Taller/bigger swings  
More swings  
Designated space to roller skate  
Add restrooms to cricket field  
Special event space for 40 to 300 enclosed (offer at White Rock Lake in Dallas-they are always booked)  
Multipurpose practice/training fields for soccer, football, cricket

### **Lake Access and Activities**

Cabana and chair rental at the beach – set up and ready to go  
Boating – we want to drive our boat to restaurants – maybe between Hula Hut and Hydrous  
Ecological features considered to work with USACE Corps – boardwalk, parking needs  
Parking by the launch is working well  
Could do party barge pick up and drop over by Hula Hut to alleviate burden on ex. launch  
Placemaking mentality – St. Pete's/Clearwater example  
Like the features at the ramp, photo opportunity, cleaning station  
Designated drone launching area  
Add a restaurant at Cottonwood Park/marina  
Pedestrian bridge from Beard Park to cemetery  
Doe Branch Park – off road vehicles, mountain bike trail, fireworks, watch or launch  
More family featured waterfront activities, BBQ pits

## **Athletics and Sports**

Multiuse fields

Level of competition

Roller skating facility

Multi-use field house – public/private

*Volleyball with parking*

*Basketball*

*Court sports*

*Badminton*

*Ping pong*

Competitive level cricket (0 teams – local (D6 Little Elm residents required on each team)

*Cricket specific practice “net” space*

*Restroom*

*Scoreboard*

Lights

*Shade*

*Youth*

Examples of good cricket fields in DFW area are Russell Creek and Sandy Lake

Pickleball instruction

Paddle sports

The Cove expansion – new gym court sports

## **Trails and Nature Areas**

Safety in Cottonwood Park

*RV Park*

*Worried about wildlife*

Preserve natural areas

Harts Branch Trail – extend north Walker Lane

Concrete at Lakefront Trail

Need connection at Sunset Point

Need designated bike lanes

Need more liter and dog receptacles.

Need interactive maps for trails

*“You are here”*

*Overall map*

Public art on the trails

Exercise equipment

Speakers/music along trails

More wildflowers/sensory – chocolate flowers smell

Yoga/meditation work out area

Gazebo with views

Bridges with views for events

*Flippant at Highland Park*

Tree species signage

Better access and parking at McCord Park

Check parks service areas (east and northwest)

Grill areas – McCord Park

Sand volleyball - McCord Park

Permanent lighting for trails at night – like Harry Potter, color changing

## **Aquatic Facilities**

Best splash pad and want more with shade and seating

Large community pool with lessons offered

Lazy river

Rope off area to swim at the lake

McCord Park – swimming pool

Brentwood Community pool

Shade and gazebos close to pool

Swimming beach at Cottonwood Park



Wave river  
Master blaster like at NRH20  
More adult and/or older kids swimming parks  
Bigger Cove facility

## **EVENTS**

Love the Farmers Market  
Picture Gallery/art shows – indoor art gallery  
Event center for weddings – like Oak Point in Plano  
Winery garden – The Domain in Austin  
The Lawn – more concerts and movies  
Christmas Fest is great – Nacogdoches  
Have boats/trailers in Christmas parade  
I love what Little Elm does  
Cultural gatherings

## Leadership Team Focus Group Notes - February 21, 2024

Maintain quality of parks (maintenance standards)

Want to be known for amenities on the lake – boat ramp, lake access

Possible lake access opportunity on other side of bridge

Have an active lifestyle in Little Elm

Would like trail connections to other nearby cities (Prosper, Frisco)

Preserve view corridors and views of the lake

We want unique amenities by using the lake – being a destination and not like other cities

Keep up with current park trends

Are we serving North Little Elm?

Need turf baseball fields (4)

How can we bring people here – economic impact

What is our niche?

One stop entertainment

*Ballfields*

*Lake/beach*

*Events*

Not able to maintain fields because of so much use (games and practice)

May need dedicated fields for Little Elm use versus tournaments versus outside use.

Organized city sports versus select/tournaments.

Doe Branch Park

*Hard to access*

*Is it worth investing in?*

*Could be connected by paddling trail*

We are experiencing changing demographics

*Cricket fields*

Artificial turf (ballfields, soccer)

*Separate batting cages/nets*

*Multiuse for lawns*

Need outdoor component to The Cove (expansion)

*Property behind The Rec and Cove*

Do we need a natatorium? Performing Arts Center?

*School is interested in a partnership*

Tourism:

*RV Park*

*Skate Park*

*Expand the beach*

*Docks for fishing / another fishing area*

*E-Sports*



## **Sports Focus Group Notes – Parks, Recreation and Open Space Master Plan February 26, 2024**

- Soccer – trouble with availability – site grade and drainage issues plus conflict with events
- Travel teams bring expectations
- Unable to pursue more players due to availability of fields – had 1,000 registrations
- U11 – U16 last month couldn't practice as much
- Turf on Little Elm Park, parking issues, lighting
- Football does not have their own field
- Take football for turf but needs parking too
- Parking for events is a concern
- Turf comes with lots of maintenance and rules but still would prefer it because of drainage
- Old softball fields? Chad submitted to Corps for improvements to concrete drive – no current plan
- Marion Field could be turfed to be football primary and soccer secondary
- Need designated space for football
- Need improvements to existing facilities to make viable; fix goals, turf, lights, fix track – peds and cheer
- Multipurpose practice fields
- Need designated areas for games, tournaments, and events
- Restrooms need repairs, currently sharing softball because the city unlocks them
- School football practices – don't have restrooms
- Streaming services are cool but also need restrooms
- Basketball gym is very busy. Renting out to I-9 on Saturdays but gives priority to residents
- Currently use school gyms/field for volleyball, basketball, and football
- Interlocal agreement with Denton ISD? Could be helpful
- Playgrounds for siblings at softball/baseball like the one at Cottonwood
- Pickleball (indoor) partnership with private vendor
- The Cove – expanding outdoors, lap pool expansion, large outdoor slide with lazy river and surf
- Lake access for youth sailing, yacht club options, currently going to Corinth for this
- More swings
- Splash pads are great for little kids
- Skate parks for scooters, track for bikes too
- Splash pad at soccer area or Little Elm Park
- Interactive trail maps/signage
- Not Harry Potter fans – took fields away from sport groups
- Restrooms at camping – already in progress
- Extend parking at Little Elm Park, only problematic when there are events
- Would like to have something like Frisco Field House – indoor football/basketball – opportunity plus land purchase
- Fences and cameras to protect improvements
- Need electrical outlets back for softball pitching machines

## Council/CDC Focus Group Notes – March 6, 2024

Tiny cabins and restaurant at the end

More trails – bypass for events

Trails to connect to Frisco, PCA and other communities

Programming for arts/entertainment

*More facilities/program expansion*

*Target audience – adults (jazz, etc.)*

Trails – North to South connection on Hwy 380

Additional lake access – kayak launch, fishing piers, more parking at boat ramp

Doe Branch – 4th of July viewers to serve North Little Elm

Cottonwood – amphitheater, movies in the park

Maintain reputations for trails, beach access, Cove expansion

Athletics – covered skate park, shade, basketball court, miniature golf, permanent cornhole, finish out cricket pitch

Upgrades to turf fields - more lighting, new fields?

Little Elm Park upgrades to expand facilities, comply with CORPS

Acquire new land for parks

Opportunities to grow along Hwy. 380 corridor

Many organizations in surrounding communities – how do we enhance LEAYSA

Opportunities to partner with private organizations

Expand use on expanding facilities (turf/lights)

Spiritas opportunities

Little Elm Community Center – upgrade/expand

DFW surf opportunities at Cottonwood Park

Opportunities for publicly access BLE – features? Open to partnerships

Pickleball – 6 at Lakeside, currently full

*Consider residential adjacency noise*

*Opportunities at The Rec to increase capacity*

*Pickleball at Spiritas?*

## Resident Survey Instrument

The following pages are the final survey instrument made available for residence to take from March 25th through April 28th of 2024. The survey was advertised via town website, postcard, and social media.

Dear Little Elm Residents:

The Town of Little Elm is currently updating your Parks, Recreation, Trails and Open Space Master Plan and we need your help by filling out this survey! Your input will help guide our **park and recreation planning efforts for the next 5 to 10 years**. Please take a few minutes to complete this important survey. Your answers will remain anonymous. Please complete only one survey per household.



Thank you for taking time to participate in this important survey effort.

Sincerely,

Chad Hyde, Director, Community Services

### Little Elm Park System Overview

9 Parks	1 senior center	6 outdoor pickleball courts	1 splash pad
329 acres of parks & green space	2 dog parks	1 indoor water park & event venue	
51 miles of trails	1 fishing pond	13 soccer fields	
7 playgrounds	2 dog parks	1 cricket pitch	
1 recreation center	2 tennis courts	Multiple special events annually	

## Town of Little Elm Parks and Recreation Resident Survey

In which neighborhood in Little Elm do you presently reside?

1 ☐ Neighborhood name (or ask for Zip Code) \_\_\_\_\_ 2 ☐ Live outside Little Elm Town limits

1. How do you find out about parks, recreation facilities and recreation programs in Little Elm? (Check all that apply)

1 ☐ Town of Little Elm website 4 ☐ Emails from Little Elm 7 ☐ Town of Little Elm School District

Publications

2 ☐ Youth Sports Associations 5 ☐ Facebook/social media 8 ☐ Other \_\_\_\_\_  
3 ☐ Park & Recreation Dept. flyers 6 ☐ HOA/Neighborhood Associations 9 ☐ Do not know how to find out

2. Within the past year, how often have you or someone from your household visited or used these Town of Little Elm facilities listed below? (Check one answer for each park/facility)

Little Elm Facilities	At least weekly	At least monthly	At least quarterly	Twice a year or less	Never
Parks	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
Playgrounds	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
Trails / nature trails / greenbelts	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
Splash pad/aquatics	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
Dog parks	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
Picnic tables / picnic pavilions	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
Fishing areas	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
The beach	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
Boat ramps	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
Athletic fields (softball, baseball, football)	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
Sand volleyball	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
Outdoor basketball courts	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
Indoor basketball courts	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
Outdoor Pickleball	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
Indoor Pickleball	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
Cricket Pitch	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
Tennis courts	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
Disc golf course	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
Special events	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
Farmers Market	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5

**3. Within the past year, how often have you or someone from your household visited or used these Town of Little Elm parks listed below? (Check one answer for each park/facility)**

PARKS, FACILITIES AND EVENTS	At least weekly	At least monthly	At least quarterly	Twice a year or less	Never
<b>Little Elm Park</b> – 701 W. Eldorado Parkway (163 total acres – 100 acres not developed) Playground, amphitheater, pavilion with grill, tent camping, boat ramp, swim beach, athletic fields, trails, picnic areas, sand volleyball courts, Lighthouse Grill concession	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
<b>Beard Park</b> – 310 E. Eldorado Parkway (2 acres – 1.46 acres not developed) Large pavilion, open space, playground equipment, restored log cabin, historic Post Office, trails that connect with the lakefront trail system	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
<b>Cottonwood Park</b> – 900 Lobo Lane (142 total acres, 125 acres not developed) Picnic tables, fishing, trails, Cottonwood Creek Marina, boat rentals, Cottonwood sports complex	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
<b>McCord Park</b> – 1800 FM 423 (37.5 acres) over a mile of trail, pedestrian bridges, open space, picnic areas, playgrounds, creek, fishing pond, fishing dock, 18-hole disc golf course, dog park, splash pad	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
<b>Union Park</b> – 4911 Union Park - N. of U.S. 380 (35 acres) food truck area, open air pavilion, great lawn, fishing pond, dog park, trails, rubber walking trail, Ninja fitness stations, sand volleyball, pickleball	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
<b>The Lawn at Lakefront™</b> – Under Town's historic water tower (2 acres) performance stage, playground, open lawn programming and special events	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
<b>Public Safety Honor Park</b> – 102 W. Eldorado Pkwy. Walkway of engraved bricks, archways, benches, green space, trees	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
<b>Town-wide Trail System</b> – Lakefront, Harts Branch, Cottonwood Nature Trail, Johnny Broyles Nature Trail, other					
<b>The Rec at the Lakefront™</b> – 303 Main St. - 7,000s.f. fitness floor with equipment and weights, full sized basketball gym, open play pickleball & volleyball, kids zone, game room, group exercise rooms, full commercial kitchen, multipurpose room, classroom	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
<b>The Cove at the Lakefront™</b> – 417 Lakefront Dr. – 42,000s.f. waterpark/event venue – lazy river, cabana rentals, flow rider, climbing wall, spray ground, outdoor patio, play pool with slides, party rooms, swim lessons	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
<b>Senior Center</b> – 301 Main St.	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
<b>Special Events</b> - i.e., Kid Fish, July Jubilee, Autumn Fest, Craft Brew & Que, movies in the park, concerts	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>

**4. In which of these programs would you and your household members (of any age) be MOST INTERESTED in participating in Little Elm? (Check all that apply)**

ACTIVITIES, EVENTS AND PROGRAMS OF MOST INTEREST			
01 <input type="checkbox"/> Baseball	13 <input type="checkbox"/> Pilates	25 <input type="checkbox"/> Aquatic programs for all ages	37 <input type="checkbox"/> Community gardens
02 <input type="checkbox"/> Basketball	14 <input type="checkbox"/> Skateboarding	26 <input type="checkbox"/> Fishing	38 <input type="checkbox"/> Art/ music/food festivals
03 <input type="checkbox"/> Softball	15 <input type="checkbox"/> Sand Volleyball	27 <input type="checkbox"/> Fitness classes/events	39 <input type="checkbox"/> Arts & crafts events
04 <input type="checkbox"/> Soccer	16 <input type="checkbox"/> Pickleball	28 <input type="checkbox"/> Preschool/toddler programs	40 <input type="checkbox"/> Music/dance programs
05 <input type="checkbox"/> Football	17 <input type="checkbox"/> Races (5K, 10K, etc.)	29 <input type="checkbox"/> Teen programs/camps	41 <input type="checkbox"/> Other
06 <input type="checkbox"/> Tennis	18 <input type="checkbox"/> Adult sports leagues	30 <input type="checkbox"/> Teen e-sport programs	42 <input type="checkbox"/> None/not interested
07 <input type="checkbox"/> Horseshoes	19 <input type="checkbox"/> Biking/cycling programs	31 <input type="checkbox"/> Youth programs/camps	
08 <input type="checkbox"/> Cricket	20 <input type="checkbox"/> Disc golf	32 <input type="checkbox"/> Parent/child programs	
09 <input type="checkbox"/> Lacrosse	21 <input type="checkbox"/> Ropes course	33 <input type="checkbox"/> Family programs	
10 <input type="checkbox"/> Archery	22 <input type="checkbox"/> Climbing wall	34 <input type="checkbox"/> Senior active adult programs	
11 <input type="checkbox"/> Badminton	23 <input type="checkbox"/> Cornhole tournaments	35 <input type="checkbox"/> Town volunteer opportunities	
12 <input type="checkbox"/> Yoga	24 <input type="checkbox"/> Guided nature walks	36 <input type="checkbox"/> Farmers Market	

**5. Which age groups in your household would be interested in participating in a Town of Little Elm recreation or leisure program? (Check all that apply)**

- 1 ☐ Under 5 years of age      3 ☐ 11 to 17      5 ☐ 30 to 49      7 ☐ Over 65  
 2 ☐ 5 to 10      4 ☐ 18 to 29      6 ☐ 50 to 65      8 ☐ None/not interested

**6a. Little Elm Parks and Recreation Department is establishing priorities to help direct future departmental actions. How important is it for Little Elm to consider adding the facilities listed below?** (Rate EACH facility on a scale from 1 to 4 with 4 being very important and 1 being not at all important)

	Very Important	Not at all Important	No opinion/ Not
<u>familiar</u>			
<b>A</b> – Additional trail connections to adjacent communities.....	4.....	3.....	2.....1..... <input type="checkbox"/>
<b>B</b> – Additional hike/bike/walk trails.....	4.....	3.....	2.....1..... <input type="checkbox"/>
<b>C</b> – Nature areas/preserves.....	4.....	3.....	2.....1..... <input type="checkbox"/>
<b>D</b> – Skate park.....	4.....	3.....	2.....1..... <input type="checkbox"/>
<b>E</b> – Additional baseball fields .....	4.....	3.....	2.....1..... <input type="checkbox"/>
<b>F</b> – Additional softball fields .....	4.....	3.....	2.....1..... <input type="checkbox"/>
<b>G</b> – Additional multi-use fields (soccer/football/Lacrosse) .....	4.....	3.....	2.....1..... <input type="checkbox"/>
<b>H</b> – Additional outdoor multi-use courts (basketball, tennis, other).....	4.....	3.....	2.....1..... <input type="checkbox"/>
<b>I</b> – Additional lighted outdoor athletic fields .....	4.....	3.....	2.....1..... <input type="checkbox"/>
<b>G</b> – Additional outdoor pickleball courts .....	4.....	3.....	2.....1..... <input type="checkbox"/>
<b>H</b> – Cricket pitch.....	4.....	3.....	2.....1..... <input type="checkbox"/>
<b>I</b> – Additional playgrounds .....	4.....	3.....	2.....1..... <input type="checkbox"/>
<b>J</b> – All-inclusive playground (open & safe space carefully designed to promote play among children of differing abilities, ages, and communities).....	4.....	3.....	2.....1..... <input type="checkbox"/>
<b>K</b> – Spray ground/water splash pads.....	4.....	3.....	2.....1..... <input type="checkbox"/>
<b>L</b> – Additional fishing piers.....	4.....	3.....	2.....1..... <input type="checkbox"/>
<b>M</b> – Additional lake access points (beach areas, kayaking, paddle boarding, etc.).....	4.....	3.....	2.....1..... <input type="checkbox"/>
<b>N</b> – Additional kayak / boat put in points along the lake.....	4.....	3.....	2.....1..... <input type="checkbox"/>
<b>O</b> – Additional camping locations / tiny cabin rentals .....	4.....	3.....	2.....1..... <input type="checkbox"/>
<b>P</b> – Mountain bike/BMX pump track.....	4.....	3.....	2.....1..... <input type="checkbox"/>
<b>Q</b> – Outdoor fitness training equipment in parks and along trails.....	4.....	3.....	2.....1..... <input type="checkbox"/>
<b>R</b> – Interpretive signs in park/trails – plant, bird, tree identification, etc. ....	4.....	3.....	2.....1..... <input type="checkbox"/>
<b>S</b> – Additional dog park.....	4.....	3.....	2.....1..... <input type="checkbox"/>
<b>T</b> – Additional covered picnic shelters/pavilions (reunions, parties, etc.) .....	4.....	3.....	2.....1..... <input type="checkbox"/>
<b>U</b> – Disc golf course .....	4.....	3.....	2.....1..... <input type="checkbox"/>
<b>V</b> – Performing arts center .....	4.....	3.....	2.....1..... <input type="checkbox"/>

**6b. Which THREE facilities/amenities (in rank order 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>) above are the MOST important to you for the Parks and Recreation Department to focus on in the future?**

(Write in the letter from 6a. to the left of the facility in the blanks)    1<sup>st</sup> \_\_\_\_\_    2<sup>nd</sup> \_\_\_\_\_    3<sup>rd</sup> \_\_\_\_\_

**7. Which of the following SPORTS programs would you participate in if offered in the Town of Little Elm? (Check all that apply)**

- |  |  |   |   |
|--|--|---|---|
| 1 <input type="checkbox"/> Softball      | 4 <input type="checkbox"/> Baseball          | 7 <input type="checkbox"/> Ultimate Frisbee | 10 <input type="checkbox"/> Pickleball          |
| 2 <input type="checkbox"/> Flag Football | 5 <input type="checkbox"/> Indoor Volleyball | 8 <input type="checkbox"/> Cricket          | 11 <input type="checkbox"/> Other _____         |
| 3 <input type="checkbox"/> Basketball    | 6 <input type="checkbox"/> Soccer            | 9 <input type="checkbox"/> Sand Volleyball  | 12 <input type="checkbox"/> None/not interested |

**8. To assist the Town of Little Elm develop future funding priorities, rank how you feel the funding should be prioritized.** (Rate EACH on a scale from 1 to 4 with 4 being a TOP PRIORITY and 1 being a LOW PRIORITY.)

	Top Priority	Low	No opinion/ Priority	Not
<u>familiar</u>				
A – Provide additional recreation programs/classes.....	4.....	3.....	2.....	1..... <input type="checkbox"/>
B – Acquire land for parks, open space, natural areas.....	4.....	3.....	2.....	1..... <input type="checkbox"/>
C – Develop new hike/bike/walk/jog trails.....	4.....	3.....	2.....	1..... <input type="checkbox"/>
D – Expand The Cove with outdoor components.....	4.....	3.....	2.....	1..... <input type="checkbox"/>
E – Athletic/competitive sports.....	4.....	3.....	2.....	1..... <input type="checkbox"/>
F – Additional Lake access points.....	4.....	3.....	2.....	1..... <input type="checkbox"/>

**9. In order to develop and maintain the park and recreation facilities/amenities you have suggested herein, how strongly would you support EACH of the funding options listed below.**

(Rate EACH option on a scale from 1 to 4 with 4 being strong support and 1 being low support.)

	Strong	Support	Low	No opinion/ Support	Not
<u>Familiar</u>					
Increased user fees (paying a fee to use a facility/program) .....	4.....	3.....	2.....	1..... <input type="checkbox"/>	
Voter approved bond programs.....	4.....	3.....	2.....	1..... <input type="checkbox"/>	
Increased park improvement fees for developers .....	4.....	3.....	2.....	1..... <input type="checkbox"/>	
Increased property taxes .....	4.....	3.....	2.....	1..... <input type="checkbox"/>	

**10. How much more per year in additional property taxes would you be willing to pay to fund the improvement priorities you have suggested in this survey?**

- ☐ More than \$200/year      ☐ Up to \$100/year      ☐ Up to \$50/year  
☐ Up to \$200/year      ☐ Up to \$75/year      ☐ No increase

**11. How did you find out about this survey?**

- ☐ Town of Little Elm website      ☐ Town of Little Elm Facebook, Twitter, Instagram      ☐ Other \_\_\_\_\_  
☐ Received postcard in mail      ☐ Email or word of mouth from friend/neighbor  
☐ Email from Town of Little Elm      ☐ Email from HOA/Neighborhood Association

**12. What is your relation to Little Elm? (Check all that apply)**

- ☐ I live in Little Elm      ☐ I attend school in Little Elm  
☐ I work in Little Elm      ☐ I visit Little Elm

**13. How long have you been a resident of Town of Little Elm?**

- ☐ Less than 2 years      ☐ 2 to 5 years      ☐ 6 to 10 years      ☐ 11 to 20 years      ☐ Over 20 years

**14. Which youth age groups are represented in your household? (Check all that apply)**

- ☐ 0 to 5 years of age      ☐ 11 to 17 years of age      ☐ No children in household  
☐ 6 to 10 years of age      ☐ 18 to 24 years of age

**15. How many persons, including yourself, reside within your household?**

- ☐ One      ☐ Two      ☐ Three      ☐ Four      ☐ Five or more

**16. Your age?**

- ☐ 19 or under      ☐ 25 to 34      ☐ 45 to 54      ☐ 65 to 74  
☐ 20 to 24      ☐ 35 to 44      ☐ 55 to 64      ☐ 75 or older

**17. Do you own or rent your home?**

- ☐ Own      ☐ Rent

**18. Your race/ethnicity?**

- ☐ African American/Black      ☐ Hispanic/Latino      ☐ Native Hawaiian or other Pacific Islander      ☐ Two or more races  
☐ Asian      ☐ Native American      ☐ White/Caucasian      ☐ Other \_\_\_\_\_

**19. Your gender?**

- ☐ Male      ☐ Female      ☐ Prefer not to answer

**20. Do you have additional input about the Parks, Recreation and Open Space Master Plan you would like to share.**



# Map of the Lakefront District™





# Cottonwood Park Master Plan







*Cottonwood Park Master Plan*  
Town of Little Elm Parks & Recreation Department

Final Master Plan

May 9, 2019



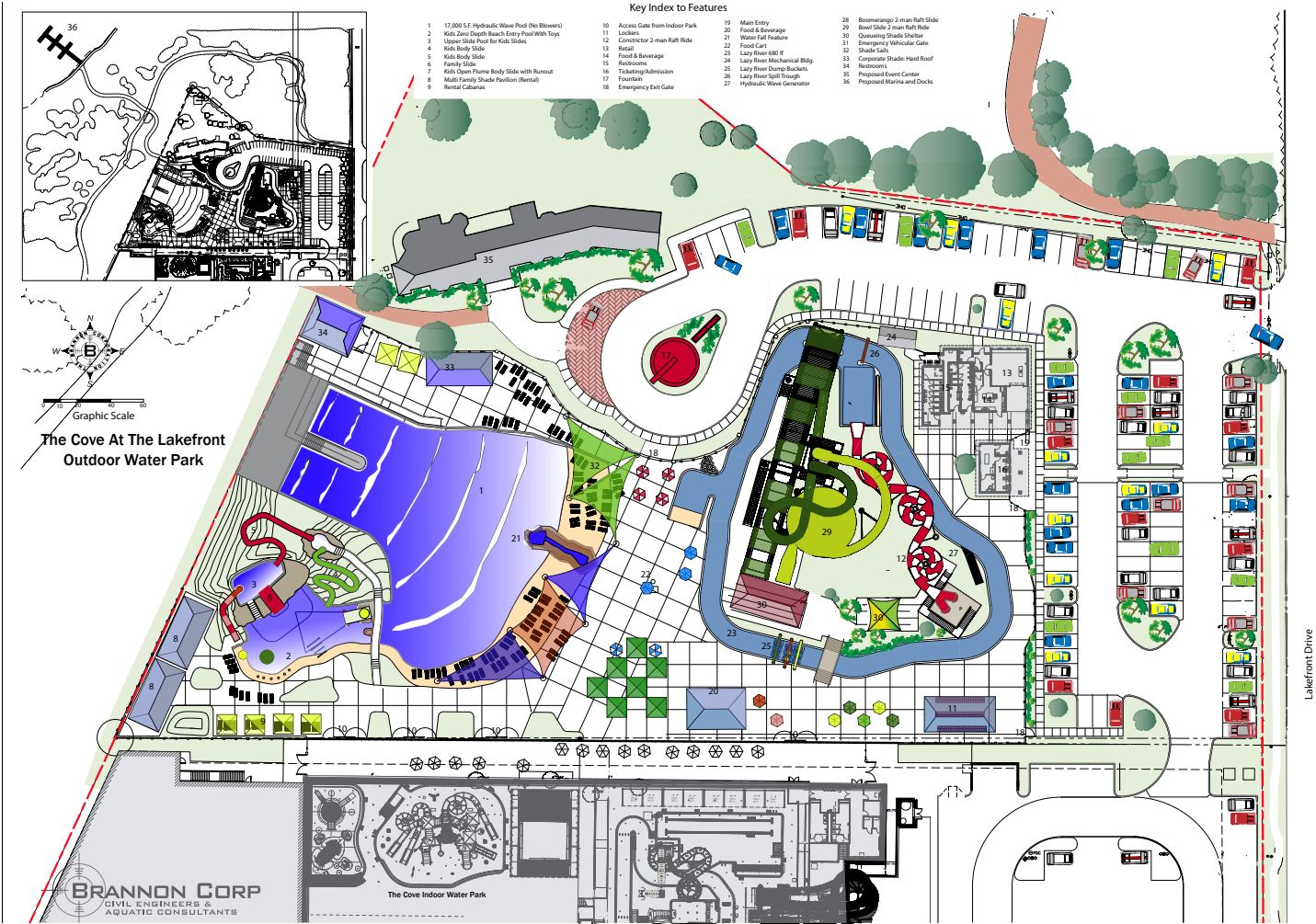
DUNAWAY



LITTLE ELM



# The Cove at The Lakefront™ Outdoor Water Park









**Date:** 01/21/2025  
**Agenda Item #:** 5. K.  
**Department:** Administrative Services  
**Strategic Goal:** Promote and expand Little Elm's identity  
**Staff Contact:** Jennette Espinosa, EDC Executive Director

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**AGENDA ITEM:**

Consider Action to Approve a **Budget Amendment for the Economic Development Corporation (EDC) for Acquisition for Redevelopment in the amount of \$3,100,000.**

**DESCRIPTION:**

On January 13, 2025, the EDC authorized the Executive Director and its President to have the EDC attorney draw up a Bill of Sale in the amount of \$3,100,000 to purchase the building and all FF&E from Lakefront Restaurant LLC - Little Elm Hula Hut LLC. The building is located at 210 East Eldorado Parkway.

**BUDGET IMPACT:**

The budget impact will be \$3,100,000 drawing from the EDC reserves.

**RECOMMENDED ACTION:**

Staff recommends approval.

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**Attachments**

EDC Budget Amendment



# **Economic Development Corporation**

## **4A Sales Tax**

**Proposed Budget  
FY 2024-2025**

*The Little Elm Economic Development Corporation is tasked with bringing much needed commercial, industrial and tourist opportunities to the Town of Little Elm. The mission of the EDC is to advance the economic development in Little Elm while maintaining traditional values and a sense of community. The Little Elm EDC was founded in 1993 and has served the Town since that time. The EDC is made up of four members from the community and a Town Council Liaison.*

LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION				BUDGET
FY 2024-2025				
	FY 2023	FY 2024		FY 2025
	ACTUAL	BUDGET	ESTIMATED	BUDGET
<b>FUND REVENUES</b>				
5132 SALES TAX	\$3,706,170	\$3,608,930	\$3,953,722	\$3,869,702
5611 INTEREST EARNINGS	121,693	125,000	263,000	150,000
5600 OTHER EARNINGS	855,257	1,112,757	939,851	242,114
<b>TOTAL FUND REVENUES</b>	<b>\$4,683,120</b>	<b>\$4,846,687</b>	<b>\$5,156,573</b>	<b>\$4,261,816</b>
<b>FUND EXPENDITURES</b>				
6000 DEBT PAYMENTS	\$1,292,555	\$1,542,348	\$1,542,348	\$1,545,348
6100 PERSONNEL COSTS	419,843	438,903	486,766	507,488
6200 OPERATING EXPENSES	37,089	589,542	298,990	687,010
6343 ADVERTISING	332,214	360,893	320,000	386,970
6729 ACQUISITIONS*	0	1,050,000	1,052,871	3,100,000
6730 INCENTIVES	550,000	1,064,000	35,920	1,000,000
6740 TIN MAN BUILDING	(90,648)	0	0	0
6250 TRANSFER TO TOWN	30,000	30,000	30,000	30,000
6252 TRANSFER TO TIRZ #1	114,461	105,000	105,000	105,000
<b>TOTAL FUND EXPENDITURES</b>	<b>\$2,685,514</b>	<b>\$5,180,686</b>	<b>\$3,871,895</b>	<b>\$7,361,816</b>
<b>DIFFERENCE</b>	<b>\$1,997,606</b>	<b>(\$334,000)</b>	<b>\$1,284,678</b>	<b>(\$3,100,000)</b>
<b>BEGINNING FUND BALANCE</b>	<b>\$5,335,876</b>	<b>\$6,875,905</b>	<b>\$6,875,905</b>	<b>\$8,160,583</b>
<b>ENDING FUND BALANCE</b>	<b>\$6,875,905</b>	<b>\$6,541,905</b>	<b>\$8,160,583</b>	<b>\$5,060,583</b>

\*Proposed Amendment



**Date:** 01/21/2025  
**Agenda Item #:** 6. A.  
**Department:** Administrative Services  
**Strategic Goal:** Promote and expand Little Elm's identity  
**Staff Contact:** Olga Chernomorets, Managing Director of Planning

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#### **AGENDA ITEM:**

Continue a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1794 Regarding A Request To Amend The Zoning On Approximately 60.599 Acres Of Land, Currently Zoned As A Planned Development Based On Single Family 4 (PD-SF4) District Standards, Through Ordinance No. 1368, Generally Located Northeast Of The Intersection Of Lloyds Road And Bent Brook Road, Within Little Elm's Town Limits, In Order To Amend The Existing Lot Layout In The Concept Plan, Provide A Screening Plan, And Clarify Provided Amenities.**

- **Open Public Hearing: Opened at 7:14 p.m. on December 17, 2024**
- **Receive Public Comments:**
- **Close Public Hearing:**
- **Take Action on Ordinance No. 1794:**

#### **DESCRIPTION:**

**This item was tabled from the January 7, 2025, Town Council Meeting.**

#### **Location**

Generally located northeast of the intersection of Lloyds Road and Bent Brook Road, within Little Elm's town limits.

#### **Background**

Subject property is a 60.599 acre vacant piece of a partially completed residential subdivision under the name of Prairie Oaks, totaling 145.818 acres, 495 residential lots, and 12.5 acres of open space. Subject property was zoned as Planned Development – Single Family 4 (PD-SF4) through Ordinance No. 1368 in 2016, and currently has two out of five phases completed. There are additional phases of the same neighborhood that are outside the town limits but are under the same HOA.

When the site was initially planned out there was a section of land at the eastern end of Raintree Court, approximately three acres in size that was not developable, particularly due to max street length regulations. The PD did not include any plans for this area and it was intended to be included in the Spiritas Ranch subdivision to the north. However, the area of land was not included in the



Spiritas Ranch subdivision which left the land without any plan for development.

Earlier this year the developer of Prairie Oaks submitted requests for Site Development Permits to finish the development's final three phases. In this plan the developer was proposing to include the three-acre area in one of the parcels at the end of Raintree Drive. Staff felt that this change was too great to fit into the existing concept plan and determined the best course of action was to do a PD Amendment in order to amend the concept plan and to also clarify parks and open space amenities, create a screening plan, and update the requirements for the proposed emergency siren.

### **Proposal**

The applicant is proposing to amend the site plan to change the lot sizes on the east end of Raintree Court. The applicant is also providing more detailed plans for two of the open space pocket parks that are included in the development and change the requirement for an amenity center. The applicant is also providing a screening plan to call out fence and wall types throughout the undeveloped portion of the development. Lastly, at the request of the Town Engineer, the requirements for the Emergency Siren are changing to move the location from within the Prairie Oaks Subdivision to the Town's new Public Safety Annex which is less than 0.5 miles away.

### **Uses**

No changes to the use are being proposed. The land will remain as a residential subdivision.

### **Design Standards**

No design standards are being altered in this amendment.

### **Open space and Screening**

**Pocket Parks:** The applicant is providing additional details on the improvements for each of the two pocket parks. Previously there were no associated plans or details on how the pocket parks would be designed. The applicant is proposing to create a small dog park at North Pocket Park, located at the corner of Greenbriar Road and Hidden Oaks Trail. The Eastern Pocket Park located at the intersection of Desert Willow Drive and Horseshoe Bend is proposed to have shade structure and small play structure among other amenities.

**Screening Plan:** The applicant is also providing a screening plan to clarify where different methods of screening are taking place. This helps clarify expectations of developers when they develop their parcels and the amenities. The applicant is utilizing three main types of screening:

1. 4' to 6' Metal Fence, primarily when the fence line is adjacent to an open space.
2. 8' Masonry Wall, when the fence line is adjacent to a collector road.
3. 6' – 8' Board-on-Board wood fence on side yards.

The proposed screening types and locations are generally in accordance with the Town's screening standards, with the main exception being the request to allow the wood board-on-board fencing on the side yards despite being adjacent to open space.

**HOA Amenity Center:** The original PD required one HOA amenity center within the PD. The developer did build an amenity center; however, it is a phase outside the Town Limits and thus, outside the bounds of this PD. This technically means the developer would still be required to build another amenity center within the bounds of the PD. This requirement would place a high financial strain on the residents who pay into the HOA and already have access to the existing amenity center. The original area that was planned to be the HOA amenity center will now be utilized for the northern pocket park.

### **Streets and Access**

The proposal also amends the street layout. There are two main changes to the street layout:

1. The proposed round-about is being changed to a regular intersection due to the Right-of-way not being obtained for a full round-about.
2. There is a connection being provided on two of the internal streets towards the center of the development. Prairie View Trail and Bedstraw Lane will be connected, which will slightly increase the connectivity of site and provide better access for first responders.

### **Building, Fire, and Engineering**

As a part of the revisions, the engineering staff has requested the requirement to set aside space for one emergency siren located within the development be removed. Engineering Staff are putting the Emergency Siren at the new Public Safety Annex located .4 miles northwest.

### **Comprehensive Plan**

This PD Amendment aligns with the Future Land Use Plan for the area which calls Low Density Residential.

### **Commission Findings**

At their regular meeting on November 7, 2024, the Planning and Zoning Commission discussed fencing, open space, and amenity requirements. There were two speakers during the public hearing inquiring about the builder, development timeline, and tree preservation. The Commission recommended approval (6-0) of the request as presented.

### **BUDGET IMPACT:**

This item has no budget impact.

### **RECOMMENDED ACTION:**

The Planning and Zoning Commission recommends approval (6-0) of the request as presented.

**The applicant has requested to table this item to the February 4, 2025, Town Council meeting.**

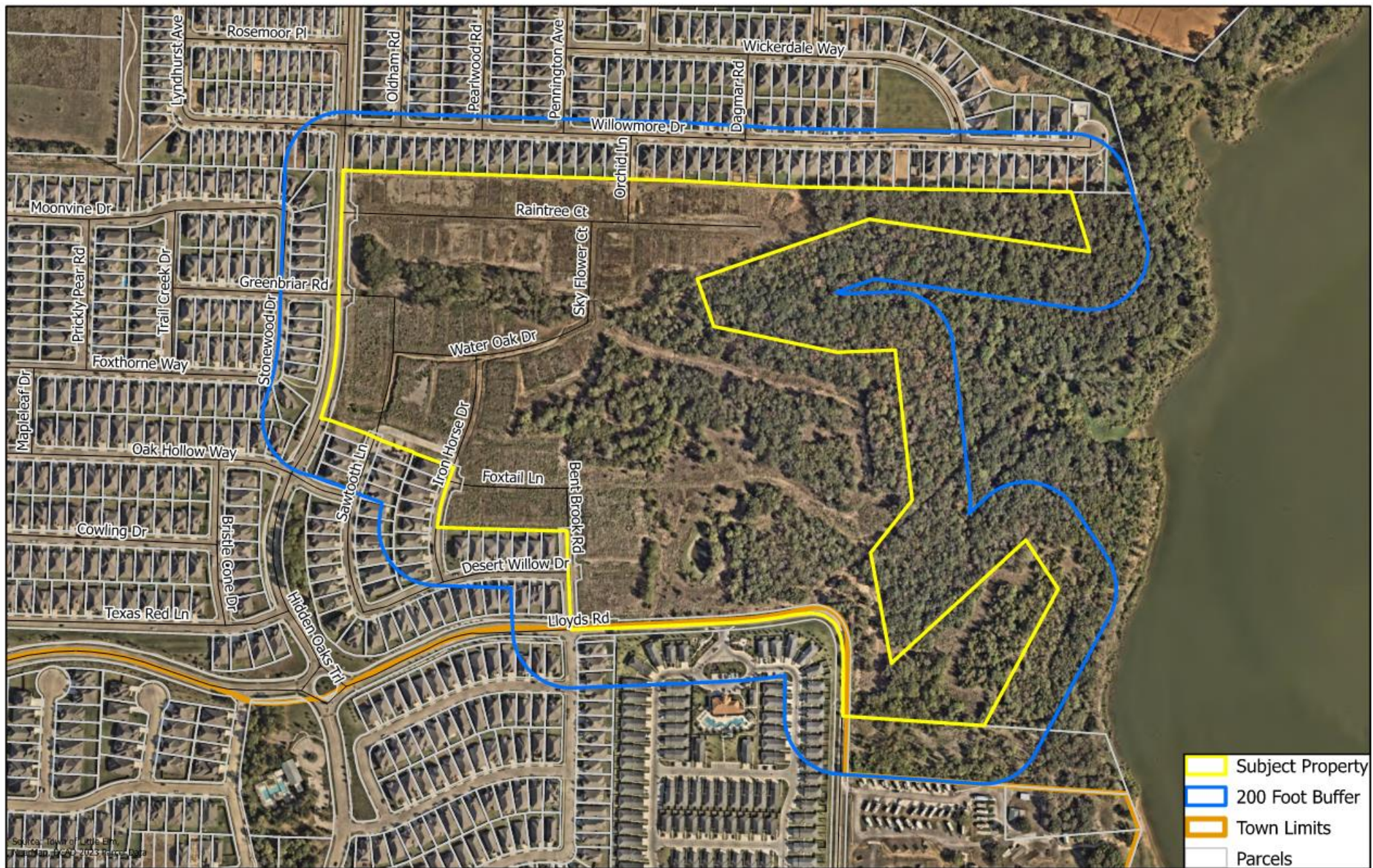
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### **Attachments**

Location Map

Ordinance No. 1794 - Prairie Oaks PD Amendment

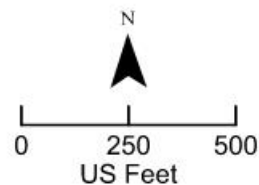




**Prairie Oaks PD Amendment**  
**PD-24-005562**  
**Little Elm, TX, 75068**

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

Date: 10/23/2024



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. 1794**

**AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING PLANNED DEVELOPMENT DISTRICT, THROUGH ORDINANCE NO. 1368, IN ORDER TO AMEND THE CONCEPT PLAN ON 60.599 ACRES OF LAND GENERALLY LOCATED ON THE SOUTHEAST CORNER OF THE INTERSECTION OF KING ROAD AND WITT 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 to amend a Planned Development-Single Family 4 (PD-SF4) District, zoned through Ordinance No. 1368, amending the concept plan, on approximately 60.599 acres of land, more specifically described in the exhibits, attached hereto; and

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

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

**WHEREAS**, at its regular meeting held on November 7, 2024 the Planning & Zoning Commission considered and made recommendations on Case No. PD-24-005562; 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 Planned Development-Single Family 4 (PD-SF4) district, through Ordinance No. 1368 on property located at the northeast corner of Hidden Oaks Trail and Lloyds Road, within Little Elm's town limits, on approximately 60.599 acres of land more particularly described in **Exhibit A**, and attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

**SECTION 3. CONDITIONS AND REGULATIONS.** The permitted uses and standards shall be in accordance with Planned Development **Ordinance No. 1368** 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 the location of the proposed screening walls, enhanced landscaping, and new improvements within the property, in addition to the previously approved landscaping.
- b. 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 and related plans, images, and documents approved and described as **Exhibit B** attached hereto and made a part hereof are approved in addition to those existing within Planned

Development Ordinance No. 1368. The subject property shall be improved in accordance with all previously approved development plans, as well as the revisions and improvements to 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 17<sup>th</sup> day of December, 2024.

Town of Little Elm, Texas

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Curtis Cornelious, Mayor

ATTEST:

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Caitlan Biggs, Town Secretary

**Exhibit A**  
Property Description



**Exhibit B**  
Development Plans, Images, and Documents



**Date:** 01/21/2025  
**Agenda Item #:** 6. B.  
**Department:** Administrative Services  
**Strategic Goal:** Promote and expand Little Elm's identity  
**Staff Contact:** Olga Chernomorets, Managing Director of Planning

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**AGENDA ITEM:**

Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and John Dowdall, of both "2016 Blackhawk 155 Holdings, LTD." and "OPLE Prairie Oaks Development, Inc."**

**DESCRIPTION:**

**This item was tabled from the January 7, 2025, Town Council Meeting.**

At this time, Staff and applicant are still working through the Development Agreement language to ensure the non-zoning items of the previously extensive agreement remain intact.

**BUDGET IMPACT:**

This item has no budget impact.

**RECOMMENDED ACTION:**

**The applicant has requested to table this item to the February 4, 2025, Town Council meeting.**

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**Date:** 01/21/2025  
**Agenda Item #:** 6. C.  
**Department:** Development Services  
**Strategic Goal:** Promote and expand Little Elm's identity  
**Staff Contact:** Olga Chernomorets, Managing Director of Planning

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#### **AGENDA ITEM:**

Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1796 a Request to Rezone Approximately 2.159 Acres of Land, Currently Zoned as Light Commercial, Generally Located Southwest of the Intersection of East Eldorado Parkway and Castle Ridge Drive, Within Little Elm's Town Limits, in Order to Establish a New Planned Development - Light Commercial District, with Modified Development Standards.**

- **Open Public Hearing:**
- **Receive Public Comments:**
- **Close Public Hearing:**
- **Take Action on Ordinance No. 1796:**

#### **DESCRIPTION:**

##### **Location.**

Generally located southwest of the intersection of East Eldorado Parkway and Castle Ridge Drive, within Little Elm's town limits.

##### **Background**

The subject property is currently vacant, undeveloped land, consisting of 2.159 acres and zoned Light Commercial (LC) District. The property was annexed into the Town in 1966 through Ordinance No. 19. The adjacent property to the south, is owned by the Army Corp of Engineers, is zoned Agricultural, and is leased by the Town for use of green space. The properties to east and west are zoned Light Commercial and were developed in 2012 and 2013. The properties on the north side of East Eldorado Parkway to northeast, north, and northwest are zoned Light Commercial, Duplex, and Community Facilities, respectively.

The applicant made an official submittal in October 2024 with plans develop two buildings to be used for light commercial and office uses, but, because of the staggered shape of the existing site, the applicant is not able to fully comply with the commercial development standards. It was determined the best route forward would be to request a Planned Development district. Staff and the applicant have been collaborating to bring the proposed plans closer to compliance with the

Town's zoning and development standards.

### **Proposal**

The applicant is proposing to rezone the subject property to a new Planned Development district based on Light Commercial (LC) district with modified standards and uses.

The applicant is proposing to meet the Light Commercial District standards with the following requested modifications:

1. Parking: Change parking ratio for restaurants from 1:100 to 1:200.
2. Parking: Change parking lot size from 10'x20' to 9'x20'.
3. Lot Regulations: Allow for auxiliary building features, specifically awnings to encroach into the side yard setback, as shown in the site plan.
4. Fire Lane Dimension: Allow for a 24' fire lane where a 26' fire lane would be required, as shown on the site plan.

### **Uses:**

The uses allowed by right in the PD will remain the same as those allowed by right in the Light-Commercial district.

### **Lot Regulations:**

The applicant is requesting to be allowed to have an awning hang over into the side yard setback. The awning would still be within the applicant's property. By allowing this waiver the applicant is maintaining the requirement for auxiliary building features. The area of the adjacent lot around this side yard setback is only landscaped area around the parking lot so it is unlikely to ever have a building be constructed close to the proposed building and overhanging awning. This waiver request was suggested by staff in order to have the applicant meet the auxiliary building requirements instead of needing to request an additional waiver for not meeting those requirements. There are no other lot regulation waiver requests.

### **Design Standards:**

The proposed development will be required to fully meet all the requirements for commercial building design and construction. Proposed elevations for both buildings show the building to be constructed primarily of brick and stone, and meet the articulation screening, glazing, and design guidelines.

### **Landscape Standards**

Both lots will be required to fully meet all the requirements for commercial landscaping.

### **Screening Standards:**

The applicant is proposing to meet all required screening standards.

### **Parking:**

The applicant is requesting two parking waivers. First, the applicant is requesting to have the restaurant parking ratio change from 1:100 to 1:200. Second, the applicant is requesting to change the parking stall size from 10'x20' to 9'x20'. These two requested waivers will allow the proposal to have the appropriate amount of floor space that will make the development financially feasible, and allow them to meet the requirement to have a parking island every 10 spaces, as required by the Town's development standards. No other parking waivers are requested.

### **Subdivision**

The proposed development meets the Town's subdivision requirements.



**Signage**

The applicant is proposing to fully comply with all the provision of the Chapter 86- Sign Ordinance.

**Fire and Engineering**

The applicant is requesting be allowed to develop with only a partial 26' wide fire lane with the remainder being 24' width. Most developments until lately have been approved with 24' fire lanes with most being approved through Fire Marshall discretion. Recently Town Staff have opted to make this an official waiver request within the PD process to ensure that interpretations of site design, ordinances, and the International Fire Code will remain consistent as staff turnover.

**Comprehensive Plan**

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

**Commission Findings.**

At their regular hearing on December 19, 2024, the Planning and Zoning Commission discussed the requested setback and parking reductions, and recommended approval (7-0).

**BUDGET IMPACT:**

This item has no budget impact.

**RECOMMENDED ACTION:**

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

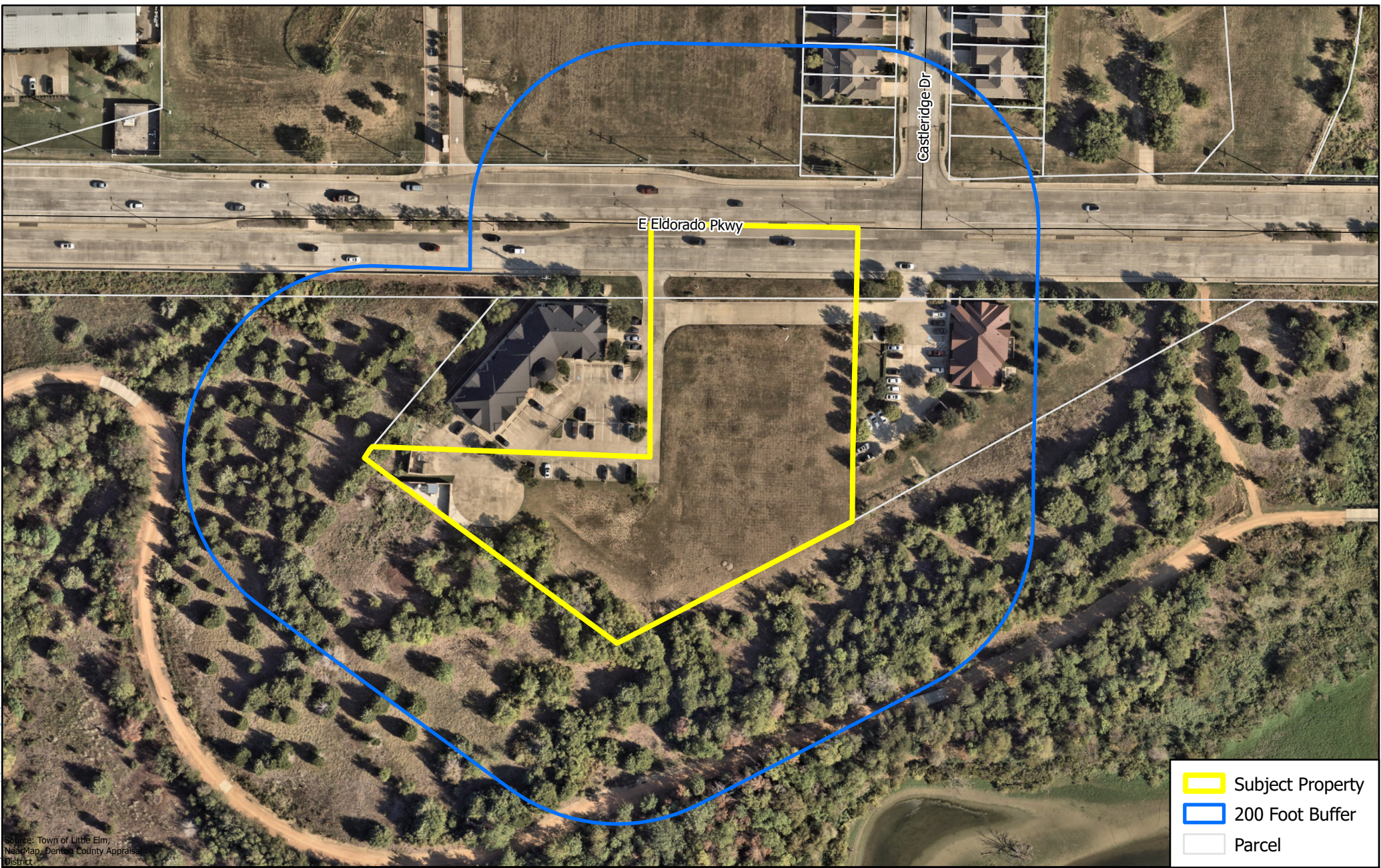
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**Attachments**

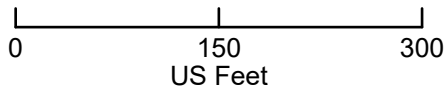
Location Map

Ordinance No. 1796 - Grove at Eldorado PD



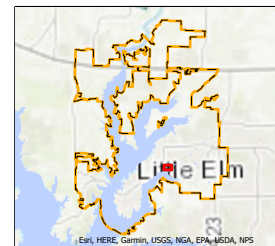


Source: Town of Little Elm,  
Aerial Map, Denton County Appraisal  
District



The Grove at Eldorado  
PD-24-006221  
Little Elm, TX 75068

**Town of Little Elm**  
**Denton County, Tx**  
Date: 12/4/2024



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. 1796**

**AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY ESTABLISHING A NEW PLANNED DEVELOPMENT – LIGHT COMMERCIAL (PD-LC) DISTRICT BASED ON LIGHT COMMERCIAL STANDARDS, WITH MODIFIED DEVELOPMENT STANDARDS, TO ALLOW A NEW COMMERCIAL DEVELOPMENT ON A 2.159-ACRE PROPERTY LOCATED SOUTHWEST OF THE INTERSECTION OF EAST ELDORADO PARKWAY AND CASTLE RIDGE DRIVE, WITHIN LITTLE ELM'S TOWN LIMITS; 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 to establish a Planned Development-Light Commercial (PD-LC) District based on Light Commercial district with modified development standards, on approximately 2.159 acres of land, more specifically described in the exhibits, attached hereto; and

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

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

**WHEREAS**, at its regular meeting held on December 19, 2024 the Planning & Zoning Commission considered and made recommendations on Case No. PD- 24-006221; and

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

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

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

**SECTION 2. ZONING AMENDMENT.** That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by establishing a new Planned Development-Light Commercial (PD-LC) based on Light Commercial (LC) district requirements with modified development standards, on property located southwest of the intersection of East Eldorado Parkway and Castle Ridge Drive within Little Elm's town limits, on approximately 2.159 acres of land more particularly described in **Exhibit A**, and attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

**SECTION 3. CONDITIONS AND REGULATIONS.** The permitted uses and standards shall be in accordance with the Light Commercial (LC), and all current, at the time of development, applicable provisions of Chapter 106 – Zoning Ordinance in general, plus as specified herein:

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

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



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

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

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

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

**SECTION 7. SEVERABILITY.** The sections, paragraphs, sentences, phrases, and words of this Ordinance are severable, and if any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid or unconstitutional, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any person, firm, corporation, situation or circumstance, nor shall adjudication affect any other section or provision of the Comprehensive Zoning Ordinance of the Town of Little Elm, Texas, and the Town Council hereby declares that it would have

adopted the valid portions and applications of the ordinance without the valid parts and to this end the provisions of this ordinance shall remain in full force and effect.

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

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

**PASSED AND APPROVED** by the Town Council of the Town of Little Elm, Texas on the 21<sup>st</sup> day of January, 2025.

Town of Little Elm, Texas

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Curtis Cornelious, Mayor

ATTEST:

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Caitlan Biggs, Town Secretary

**Exhibit A**  
Property Description

## LAND DESCRIPTION

**BEING** a 2.159 acre tract of land situated in the L.H. McNeil Survey, Abstract Number 845, Town of Little Elm, Denton County, Texas, and being all of Lot 2A, Block 1, of Replat of B & G Addition, an Addition to the Town of Little Elm, Denton County, Texas, according to the Plat thereof recorded in Cabinet Y, Page 756, Plat Records of Denton County, Texas (P.R.D.C.T.), and being all of a tract of land described to Prashanthi Kowkutla, et al, by the Deed recorded in Document Number 2022-111107, Official Public Records of Denton County, Texas (O.P.R.D.C.T.), and being more particularly described by metes and bounds as follows:

**BEGINNING** at a 1/2 inch iron rod found for a southeasterly corner of said Lot 2A, and same being the most southwesterly corner of Lot 2B, Block 1, of said Replat of B & G Addition, also being a point on a northwesterly boundary line of a tract of land called "Tract H-716" and described to Corps of Engineers, by the Deed recorded in Volume 393, Page 279, Deed Records of Denton County, Texas (D.R.D.C.T.);

**THENCE** South 60 degrees 51 minutes 10 seconds West along a northwesterly boundary line of said "Tract H-716", for a distance of 344.11 feet to a concrete monument found for the most southerly boundary line of said Lot 2A;

**THENCE** North 54 degrees 00 minutes 17 seconds West along a northeasterly boundary line of said "Tract H-716" for a distance of 289.46 feet to a concrete monument found for the most westerly corner of said Lot 2A;

**THENCE** North 41 degrees 37 minutes 12 seconds East along a southeasterly boundary line of said "Tract H-716", for a distance of 4.62 feet to a 5/8 inch iron rod found with a cap stamped "4224" for a northwesterly corner of said Lot 2A, and same being the southwesterly corner of Lot 1, Block 1, of B & G Addition, an Addition to the Town of Little Elm, Denton County, Texas, according to the Plat thereof recorded in Cabinet X, Page 627, P.R.D.C.T.;

**THENCE** along a southeasterly boundary line of said "Tract H-716", along the southerly and easterly boundary lines of said Lot 1, the following courses and distances:

South 88 degrees 22 minutes 48 seconds East for a distance of 307.30 feet to a point for corner from which a 1/2 iron rod found bears South 83 degrees 28 minutes 43 seconds West for a distance of 2.27 feet;

North 00 degrees 02 minutes 35 seconds East for a distance of 221.15 feet to an "X" cut set for a northwesterly corner of said Lot 2A, and same being the northeasterly corner of said Lot 1, also being a point on the southerly right-of-way line of Farm to Market Highway No. 720 (variable width right-of-way);

**THENCE** South 89 degrees 57 minutes 27 seconds East along the southerly right-of-way line of said Farm to Market Highway No. 720, for a distance of 224.48 feet to a 5/8 inch iron rod set with a cap stamped "TRAVERSE LS PROP COR" for the most northeasterly corner of said Lot 2A, and same being the northwesterly corner of said Lot 2B;

**THENCE** South 00 degrees 02 minutes 35 seconds West along the westerly boundary line of said Lot 2B, for a distance of 218.27 feet to the **POINT OF BEGINNING** containing 2.159 acres (94,045 square feet) of land, more or less.



**Exhibit B**  
PD Exhibits

## **PLANNED DEVELOPMENT STANDARDS**

This zoning submittal encompasses approximately 2.159 acres of land within the Town of Little Elm, more fully described on the legal description attached as Exhibit A (the “Property”). The planned development (“PD”) will allow the city to consider the required parking ratio as 1:200 considering we have multitenant use with over 15,000 SF of building area. Also, we would like to request a waiver for the awning to overhang into the setback and to allow parking size as 9’X20’ along front & rear of building 1 & along the east of building 2 to meet required landscaping islands and Request a variance regarding the fire lane dimension,

This PD will provide the zoning regulations as depicted in Exhibit B. The final layout for Lot B must generally conform with Exhibit C.

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

As used herein, “Director” means the Director of Development Services

### **PROJECT LOCATION**

The proposed PD is located at 1180 E Eldorado pkwy, Little Elm, TX (Exhibit A).

### **CONCEPT PLAN REQUIRED**

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

## **EXHIBIT B:**

### **DEVELOPMENT STANDARDS**

Except as otherwise set forth in these development standards, the development of this area shall follow the regulation of the Town Little Elm's Code of Ordinances in general, and more specifically Chapter 106 - Zoning Ordinance, Chapter 107 - Subdivision Ordinance, and Chapter 86 – Sign Ordinance, as they exist, or may be amended, at the time of development.

#### **GENERAL CONDITIONS FOR PD:**

##### **1. BASE ZONING DISTRICT**

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

##### **2. USE REGULATIONS**

All permitted uses in the Light Commercial (LC) district shall be allowed with the same provisions and restrictions.

##### **3. LOT REGULATIONS**

Front yard setbacks, side yard setbacks, rear yard setbacks, building height, maximum floor area, lot width, lot area, and lot coverage shall be in accordance with the Zoning Ordinance, reference Sec. 106.03.03 - Zoning districts—non-residential/commercial/industrial, (e) LC Light Commercial District. unless otherwise specified here in.

- **Building 1** may have awning to overhang into the setback.

##### **4. ARCHITECTURAL STANDARDS**

Architectural and building design standards shall be in accordance with the Zoning Ordinance, Division 1. - Exterior Construction and Architectural Design Standards reference commercial structures.

## 5. LANDSCAPING STANDARDS

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

Dumpster Requirements.

- Dumpsters. **Lot 2A, Block 1** may share a double dumpster located as shown on the Site Plan.

## 6. PARKING STANDARDS

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

Parking Ratio Requirements.

- **Lot 2A, Block 1**, shall provide 1 parking space per 200 square feet of floor area for all uses.

Parking Size

- **Lot 2A, Block 1** shall provide parking size as 9'X20' along front and rear of building 1 & east of building 2 to meet required landscape island.

## 7. SIGN STANDARDS

All provisions within Chapter 86 – Sign Ordinance shall be met.

## 8. FIRE

All provisions per 2018 IFC guidelines met except as specified below.

- **Lot 2A, Block 1** shall have 26-foot fire lane on one side and rest of them as 24 feet.



**Deviation from code:**

- 1) Request to consider required parking ratio as 1:200 considering we have multitenant use with over 15,000 SF of building area.
- 2) Request to allow parking size as 9'X20' along front & rear of building 1 & along the east of building 2, to meet required landscaping islands.
- 3) Request a waiver for the awning to overhang into the setback.
- 4) Request a variance regarding the fire lane dimension,

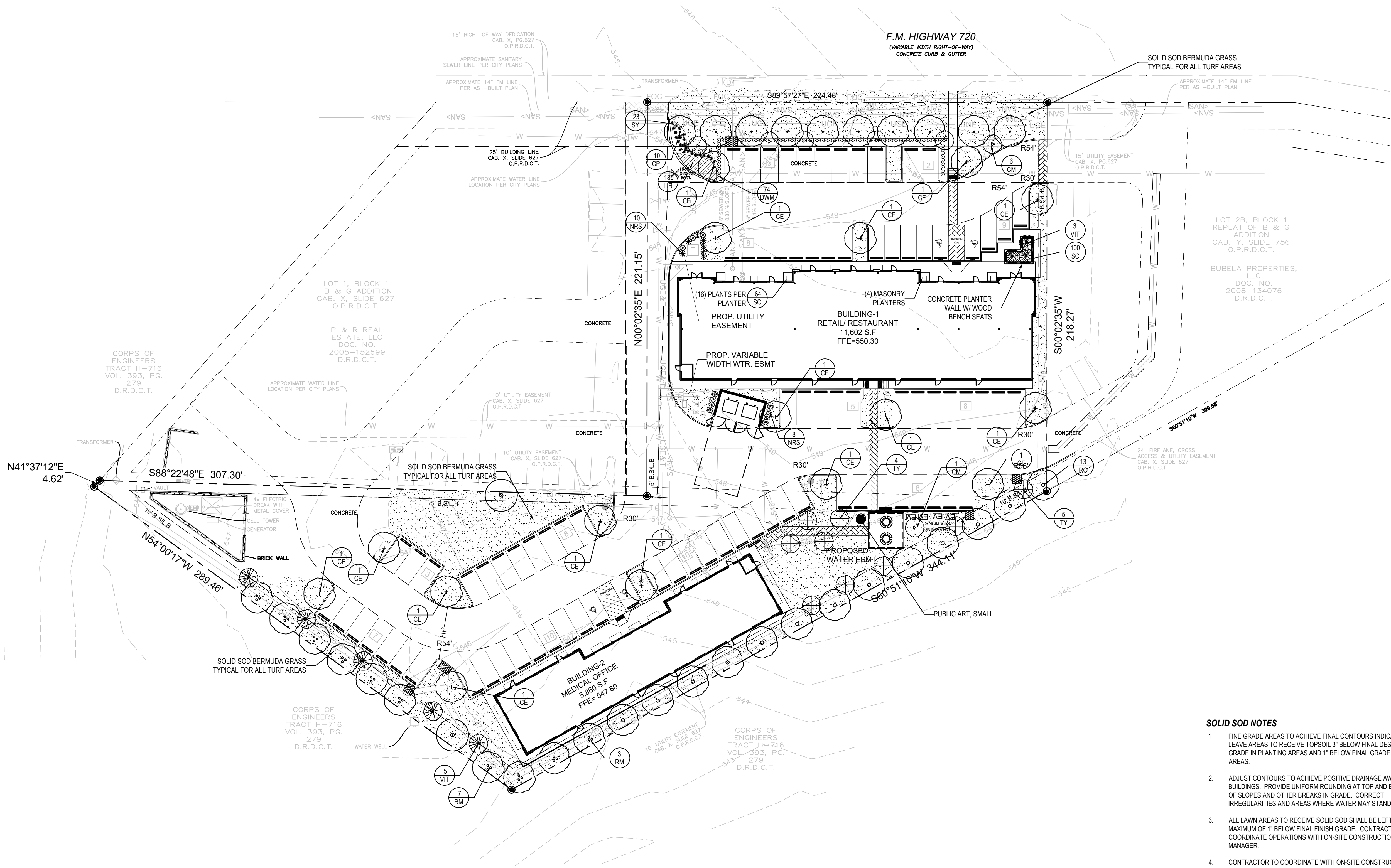
**Variance request**

<b>Ordinance</b>	<b>section</b>	<b>category</b>	<b>required</b>	<b>requested</b>	<b>Reason for request</b>
Chapter 106 Article VI Site dev standards Div 4. parking, stacking & loading standards	Section 106.06.415 (c) off street parking	Parking requirements per land use	1 :100	Request to consider 1:200 considering we have multitenant use with over 15,000 SF	Due to site constraint.
Chapter 106 Article VI Site dev standards Div 4. parking, stacking & loading standards	Section 106.06.41 (c) parking Design (1) dimension	Parking dimension	10'X20'	Request to allow 9'X20'	In order to meet the required landscape islands.
Chapter 106 Article III Zoning Districts- Nonresidential/ Commercial/industrial	Section 106.03.03 (e) Note 2	Side yard setback.	There shall be a side yard of not less than 5'.	Request to have a small portion of awning to overhang into the setback	To ensure adequate width is provided on the west side of building 1, has to shift it to east which resulted in awning to overhang into the setback.
Chapter 106.06.44 Article VI (b)(2) & 2018 IFC guide	Page 8 of IFC FM guide.	Fire lane dimension	26' fire lane when structure is greater than 2 stories in height/ when structure is greater than 30'.	Request a variance regarding the dimension, we propose 24-foot fire lane around with a 26-foot fire lane on one side to ensure adequate access.	Due to site constraint.

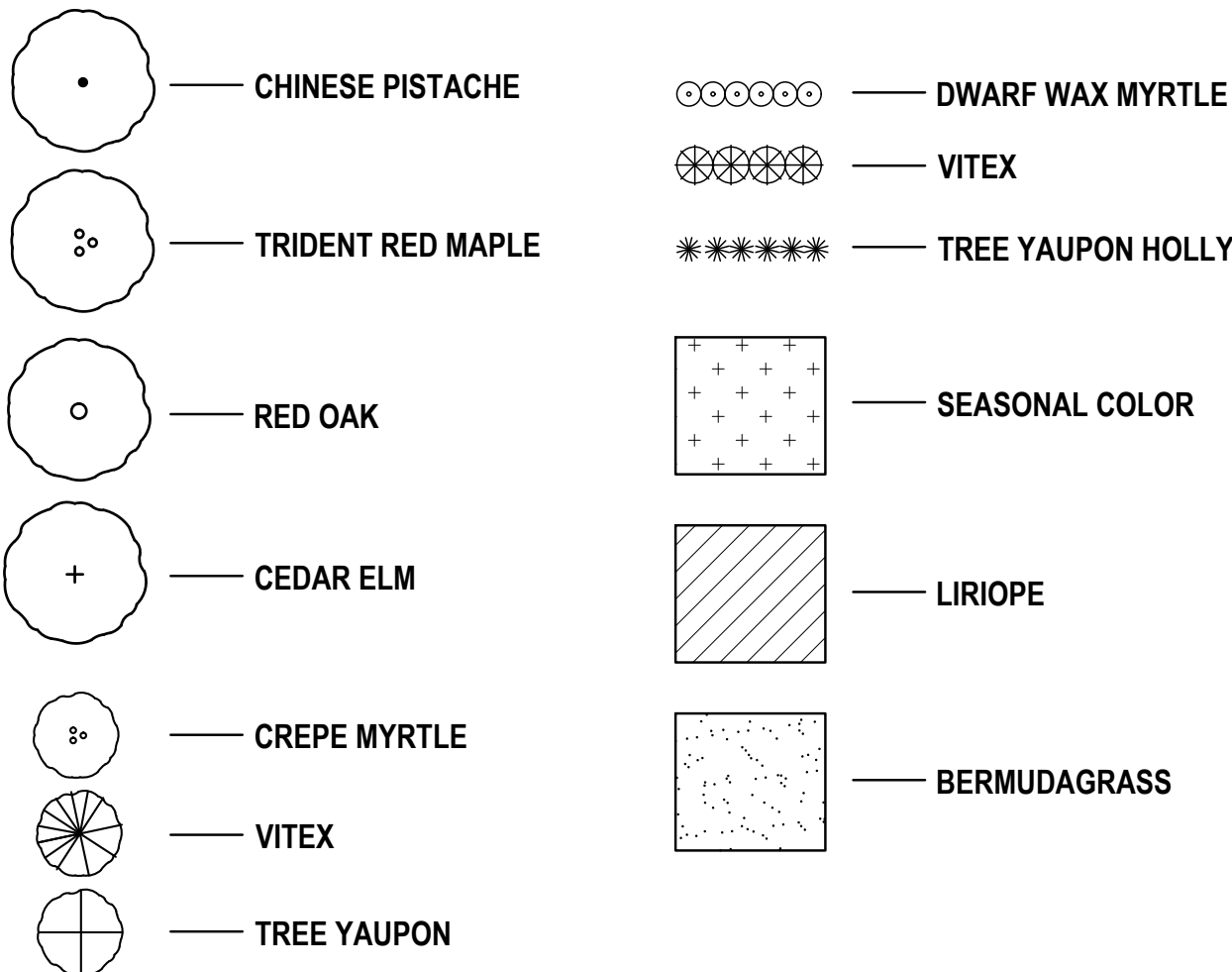
**Exhibit C**  
Development Plans







PLANT SYMBOLS:



PLANT MATERIAL SCHEDULE

TREES					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
CP	10	Chinese Pistache	<i>Pistachia chinensis</i>	4" cal.	container, 12' ht., 5' spread, 6' clear straight trunk
RM	10	Trident Red Maple	<i>Acer rubrum 'Trident'</i>	4" cal.	B&B, 12' ht., 4" spread, 5' clear straight trunk
RO	13	Red Oak	<i>Quercus shumardii</i>	4" cal.	container, 12' ht., 5' spread, 6' clear straight trunk
CE	16	Cedar Elm	<i>Ulmus crassifolia</i>	4" cal.	container, 12' ht., 5' spread, 6' clear straight trunk
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
CM	7	Crepe Myrtle	<i>Lagerstroemia indica</i>	3" cal.	container, 10' ht., 5' spread, 3 trunks
VIT	8	Vitex	<i>Vitex angust-castus</i>	3" cal.	container grown, 10' ht., 4" spread, 3 trunks
TY	9	Yaupon Holly- Tree form	<i>Ilex vomitoria</i>	3" cal.	B&B, container grown, 10' ht.
SHRUBS					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
DWM	74	Dwarf Wax Myrtle	<i>Myrica Pusilla</i>	7 gal.	container, 36" ht, 24" spread
NRS	18	Nellie R. Stevens	<i>Ilex x 'Nellie R. Stevens</i>	7 gal.	container, 36" ht., 24" spread
SY	23	Soft Leaf Yucca	<i>Yucca recurvifolia</i>	5 gal.	container, 24" ht., 20" spread
GROUNDCOVERS					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
SC	164	Seasonal Color	<i>Liriope muscari</i>	4" pots	selection by owner, 10" o.c.
LIR	180	Liriope	<i>Cynodon dactylon '419'</i>	4" pots	container full, well rooted
		'419' Bermudagrass			solid sod refer to notes

NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be matching within varieties.

LANDSCAPE NOTES

- CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
- CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.
- CONTRACTOR TO PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
- ALL PLANTING BEDS AND LAWN AREAS TO BE SEPARATED BY STEEL EDGING. NO STEEL TO BE INSTALLED ADJACENT TO SIDEWALKS OR CURBS.
- ALL LANDSCAPE AREAS TO BE 100% IRRIGATED WITH AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM AND SHALL INCLUDE RAIN AND FREEZE SENSORS.
- ALL LAWN AREAS TO BE SOLID SOD BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.

GENERAL LAWN NOTES

- FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED ON CIVIL PLANS.
- ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
- ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
- IMPORTED TOPSOIL SHALL BE NATURAL, FRIABLE SOIL FROM THE REGION, KNOWN AS BOTTOM AND SOIL, FREE FROM LUMPS, CLAY, TOXIC SUBSTANCES, ROOTS, DEBRIS, VEGETATION, STONES, CONTAINING NO SALT AND BLACK TO BROWN IN COLOR.
- ALL LAWN AREAS TO BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED, AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR ARCHITECT PRIOR TO INSTALLATION.
- ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLOUDS, STICKS, CONCRETE SPOILS, ETC. SHALL BE REMOVED PRIOR TO PLACING TOPSOIL AND ANY LAWN INSTALLATION
- CONTRACTOR SHALL PROVIDE (1") ONE INCH OF IMPORTED TOPSOIL ON ALL AREAS TO RECEIVE LAWN.

LANDSCAPE TABULATIONS

SITE TREE REQUIREMENTS

Requirements: 10% of gross vehicular area to be landscaped.  
(1) tree per 400 s.f. of required landscaped area.  
Total Area: (94,046 s.f.)  
Vehicular Area: (39,272 s.f.)

Required 3,928 s.f. (10%)	Provided 23,099 s.f. (59%)
Required (11) trees	Provided (11) trees

PARKING LOT

Requirement: All parking spaces must be located within 70' of large canopy tree. One (1) tree per island and One island for every (10) spots.  
Provided

PERIMETER LANDSCAPE REQUIREMENTS

Requirements- Vehicular screening is required from public R.O.W and abutting properties.  
Provided

Public R.O.W. Frontage- (225 l.f.) 1 large tree per 20 l.f. of street frontage

Required 11 trees	Provided 11 proposed trees- 4" cal.
----------------------	--

Landscape buffers between properties- 537 l.f.  
1 large tree per 25 l.f. and 3 ornamental per 5 large trees required in perimeter buffer areas.

Required: (22) trees (13) ornamental trees	Provided: (23) trees + (3) existing trees to remain (17) ornamental trees
--	---

Perimeter vehicular screening provided with 36" ht. evergreen shrubs  
Provided

LANDSCAPE DESIGN OPTIONS

25 POINTS REQUIRED

Enhanced Hardscape (crosswalks are concrete pavers and entranceway) - 5 points  
Enhanced Landscaping (entry way of development)- 5 points  
Enhanced site canopy - 5 points  
Masonry Planters w Irrigation (4 min.) - 5 points  
Public Art, Small - 5 points

Total points = 25.00

FOUNDATION PLANTING

In place of foundation planting the following is proposed  
Covered Seating Area w/  
2 tables  
1 metal trash receptacles

LANDSCAPE ARCHITECT  
STUDIO GREEN SPOT, INC.  
1782 W. McDERMOTT DR.  
ALLEN, TEXAS 75013  
(469) 369-4448  
CHRIS@STUDIOGREENSPOT.COM



MEDICAL OFFICE/RETAIL

FM HIGHWAY 720  
LITTLE ELM, TEXAS

ISSUE:

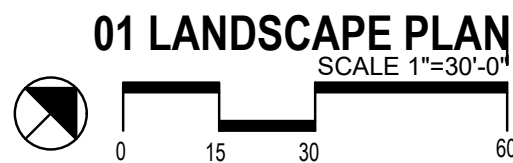
FOR APPROVAL 10.18.2024  
CITY COMMENTS 11.15.2024  
CITY COMMENTS 12.09.2024

DATE:  
12.09.2024

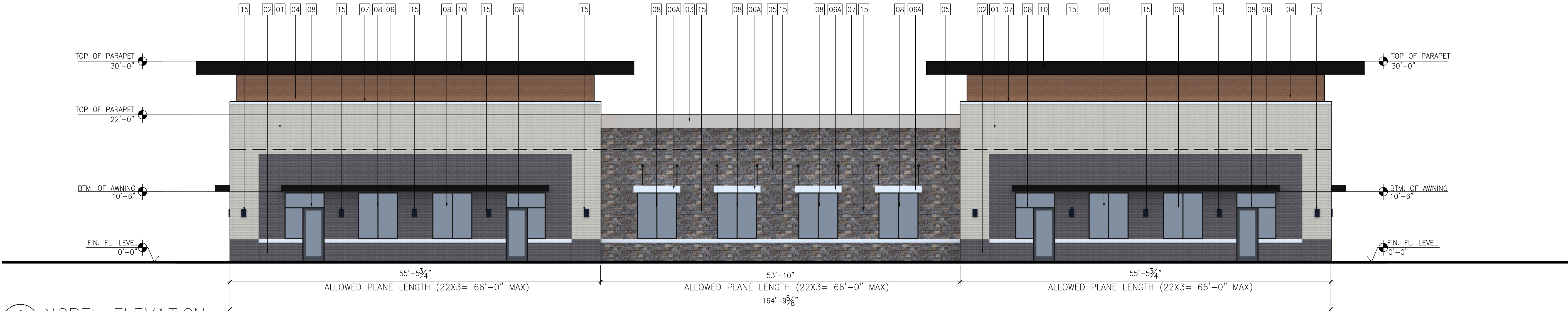
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LANDSCAPE PLAN

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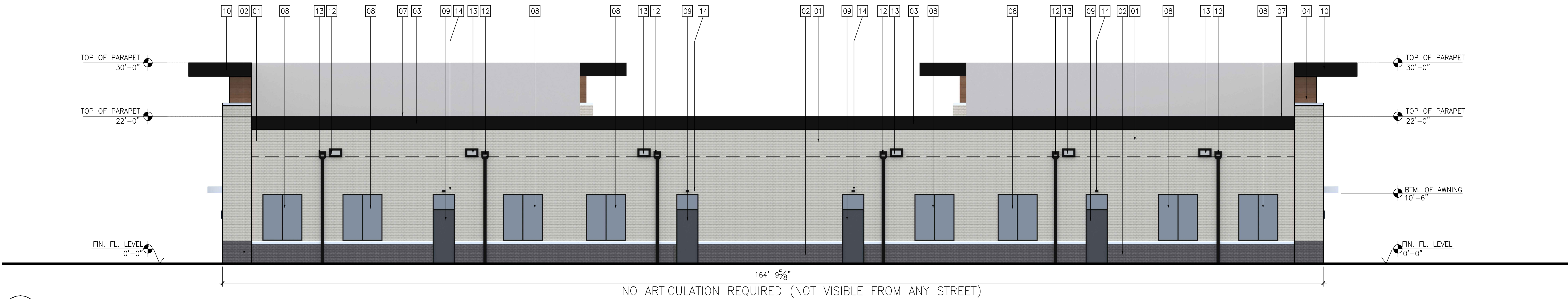
L.2







1 NORTH ELEVATION  
SCALE: 1/8"=1'-0"

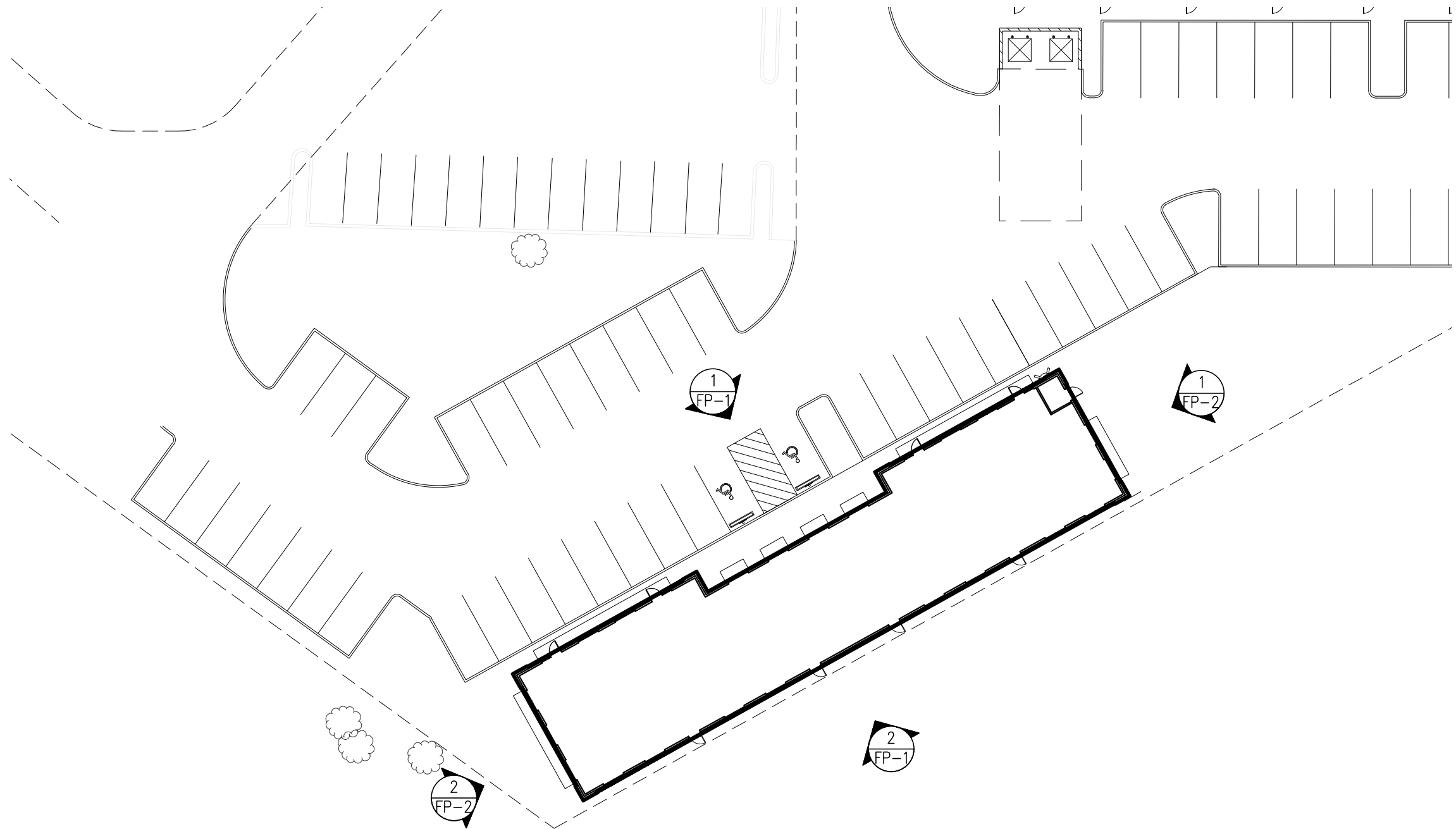


2 SOUTH ELEVATION  
SCALE: 1/8"=1'-0"

	NORTH	SOUTH	EAST	WEST
TOTAL FACADE AREA	4536 SF	3707 SF	1158 SF	1158 SF
DOOR AREA	104 SF	140 SF	35 SF	0 SF
GLAZING & WINDOWS AREA	442 SF	336 SF	126 SF	126 SF
NET WALL CONSTRUCTION	3990 SF	3231 SF	997 SF	1032 SF
GROUP A	3188 SF (80%)	2854 SF (88%)	755 SF (76%)	790 SF (76%)
BRICK AREA	2280 SF (57%)	2854 SF (88%)	440 SF (44%)	440 SF (43%)
STONE AREA	908 SF (23%)	-	315 SF (32%)	350 SF (33%)
GROUP B	536 SF (13%)	339 SF (10%)	145 SF (14%)	145 SF (14%)
STUCCO AREA	108 SF (2%)	312 SF (09%)	-	-
NICHIHA ACCENT WOOD PANEL	428 SF (11%)	27 SF (01%)	145 SF (14%)	145 SF (14%)
GROUP C				
METAL FASCIA PANEL	266 SF (7%)	38 SF (2%)	97 SF (10%)	97 SF (10%)

FINISHES:							
STUCCO PLASTER COLOR: SW-6252	MANUFACTURED STONE AMALFI LEDGE-POMPEII	NICHIHA VINTAGEWOOD REDWOOD	BRICK VENEER -BY ACME BRICK SIZE: KING SIZE BRICK COLOR: WHITE BIRCH	BRICK VENEER -BY ACME BRICK SIZE: KING SIZE BRICK COLOR: BLACK RIVER	COLOR: MBCI, MIDNIGHT BLACK CANTILEVERED ALUM. AWNINGS INSULATED MTL DOORS	COLOR: MBCI, SNOW WHITE CANTILEVERED ALUM. AWNINGS INSULATED MTL DOORS	

ELEVATION MATERIAL KEY	
01	BRICK VENEER-1 COLOR: WHITE BIRCH BY ACME BRICK
02	BRICK VENEER-1 COLOR: BLACK RIVER BY ACME BRICK
03	3 STEP STUCCO COLOR: EQUAL TO SHERWIN WILLIAMS SW-6252 ICE CUBE
04	ACCENT WOOD LOOK WALL & SOFFIT PANELS COLOR: EQUAL TO NICHIHA VINTAGEWOOD, REDWOOD
05	MANUFACTURE STONE COLOR: POMPEII BY AMALFI LEDGE
06	CANTILEVER STRAIGHT ALUMINUM AWNING COLOR: EQUAL TO MBCI MIDNIGHT BLACK
06-A	ALUMINUM AWNING WITH HANG RODS & ESCUTCHION COLOR: EQUAL TO MBCI SNOW WHITE
07	PRE-FINISHED METAL COPING COLOR: MATCH TO SW-6990
08	ANODIZED ALUMINUM STOREFRONT/WINDOW WITH 1" INSULATED CLEAR GLASS U- VALUE (0.29) S.H.G.C (0.25) COLOR: EQUAL TO KAWNEER BLACK REFER TO A9.0 FOR ELEVATIONS (SUBMIT SHOP DRAWINGS BEFORE FABRICATION)
09	INSULATED HOLLOW METAL DOOR PAINT: SHERWIN WILLIAMS, SW-9162 AFRICAN GRAY
10	METAL SOFFIT & FASCIA PANEL SYSTEM BERRIDGE FLUSH SEAM, B-6, VEE-PANEL, FW-12, THIN-LINE
11	STANDING SEAM METAL ROOF BERRIDGE TEE PANEL ROOF PANEL SYSTEM COLOR: BERRIDGE MATT BLOCK
12	6" SQ. DOWNSPOUT (TYPICAL) COLOR: PAINTED TO MATCH SW-6252 ICE CUBE
13	12"x8" OVERFLOW ROOF SCUPPER (TYPICAL) COLOR: PAINTED TO MATCH SW-6252 ICE CUBE
14	EXTERIOR WALL PACK ABOVE REAR DOORS (TYPICAL)
15	EXTERIOR DECORATIVE WALL SCONCES
16	ROOF LINE BEYOND ( SHOWN DASHED )
17	FUTURE ROOF TOP UNIT LOCATIONS BEYOND
<b>CITY OF LITTLE ELM STANDARD NOTES</b>	
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NOTE: CONTRACTOR SHALL OBTAIN CITY APPROVED COLORED FACADE PLANS FOR REFERENCE OF VARIOUS MATERIALS & COLORS DURING CONSTRUCTION FROM ARCHITECT.	



3 SITE KEY PLAN  
SCALE: NOT TO SCALE

MEDICAL OFFICE BUILDING ( ELEVATION EXHIBIT )  
RETAIL/RESTAURANT & MEDICAL OFFICE DEVELOPMENT

ADJ. TO E. ELDORADO PRKY., TOWN OF LITTLE ELM,  
DENTON COUNTY, TEXAS-75068  
LOT 2A, BLOCK-1, REPLAT OF B & G ADDITION

DATE OF PREPARATION : 10/18/2024

OWNER/DEVELOPER	#	REVISION DATE
CONTACT: VISHNU REDDY Cell: (225)810-1840 Email: rvishnureddy@yahoo.com	1	11/18/2024

10/18/2024

rashmi C Inc.

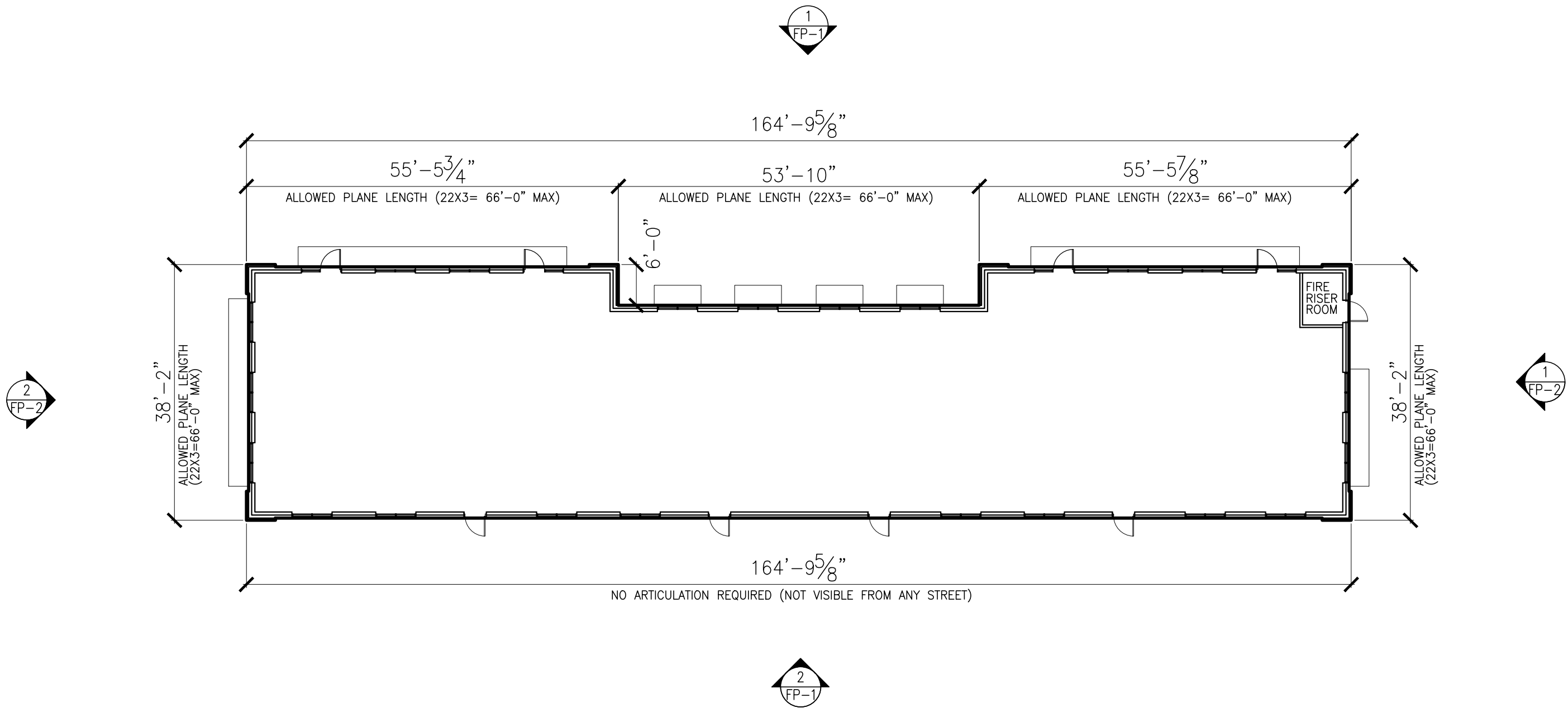
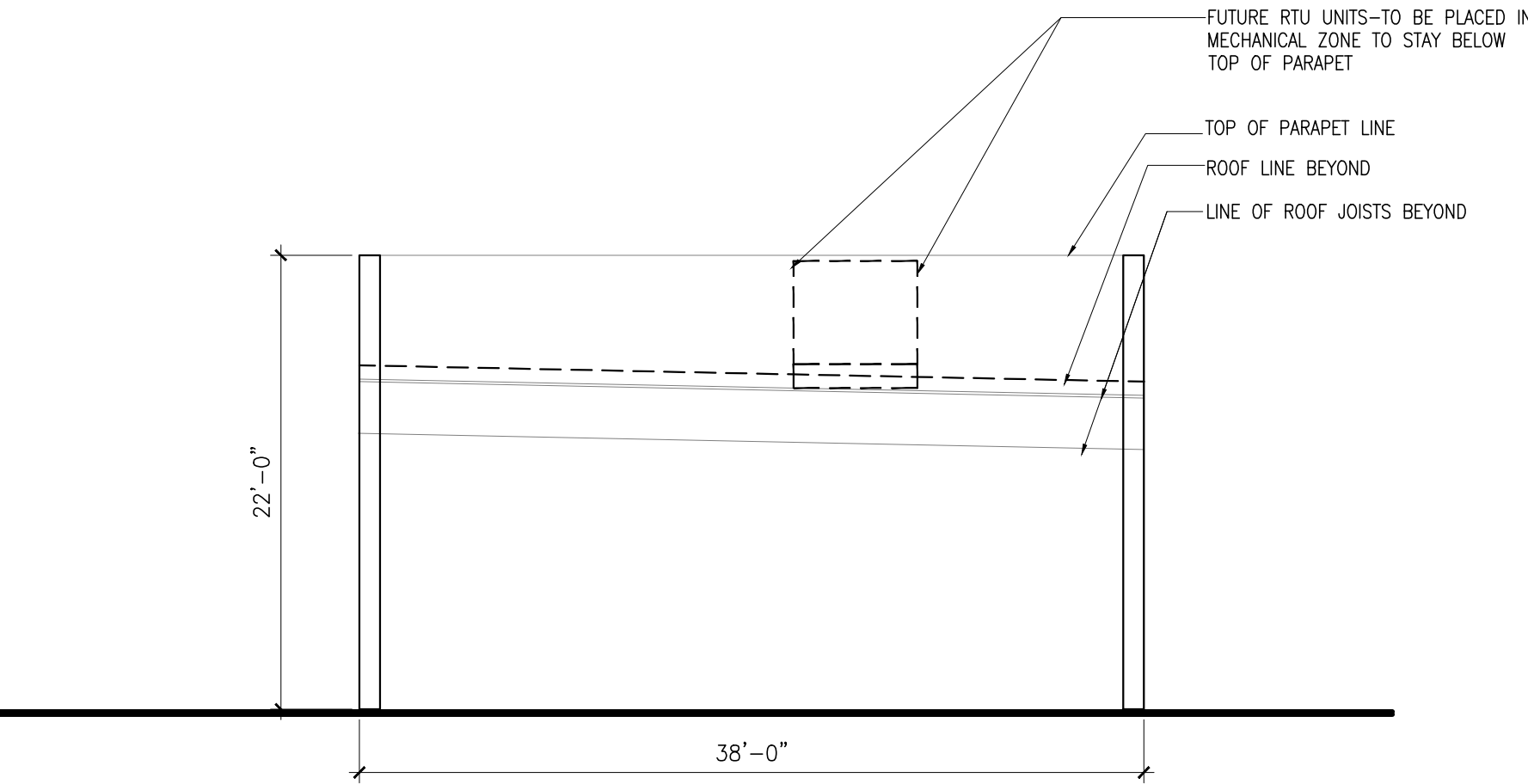
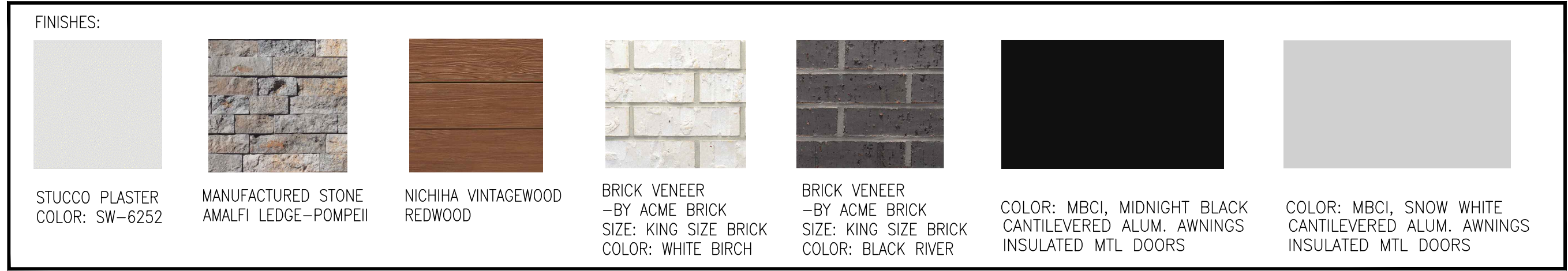
ARCHITECTURE. PLANNING. INTERIORS  
4117 OLD PLEASANT RIDGE RD. ARLINGTON, TX-76016  
CONTACT: RASHMINDER CHANDEL  
PH. NO. (817) 891-7918 EMAIL: rashmi@rashmic.com

SHEET NO.  
FP-1





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MEDICAL OFFICE BUILDING ( ELEVATION EXHIBIT )  
RETAIL/RESTAURANT & MEDICAL OFFICE DEVELOPMENT

ADJ. TO E. ELDORADO PRKY, TOWN OF LITTLE ELM,  
DENTON COUNTY, TEXAS-75068  
LOT 2A, BLOCK-1, REPLAT OF B & G ADDITION

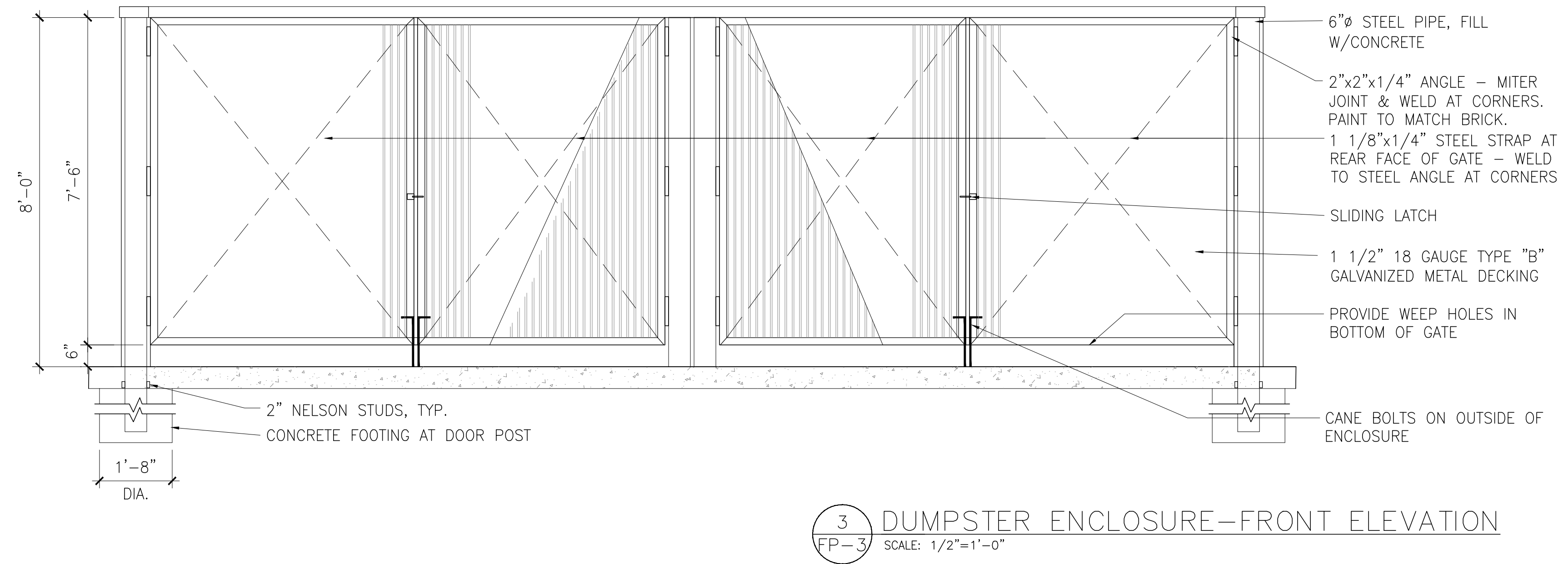
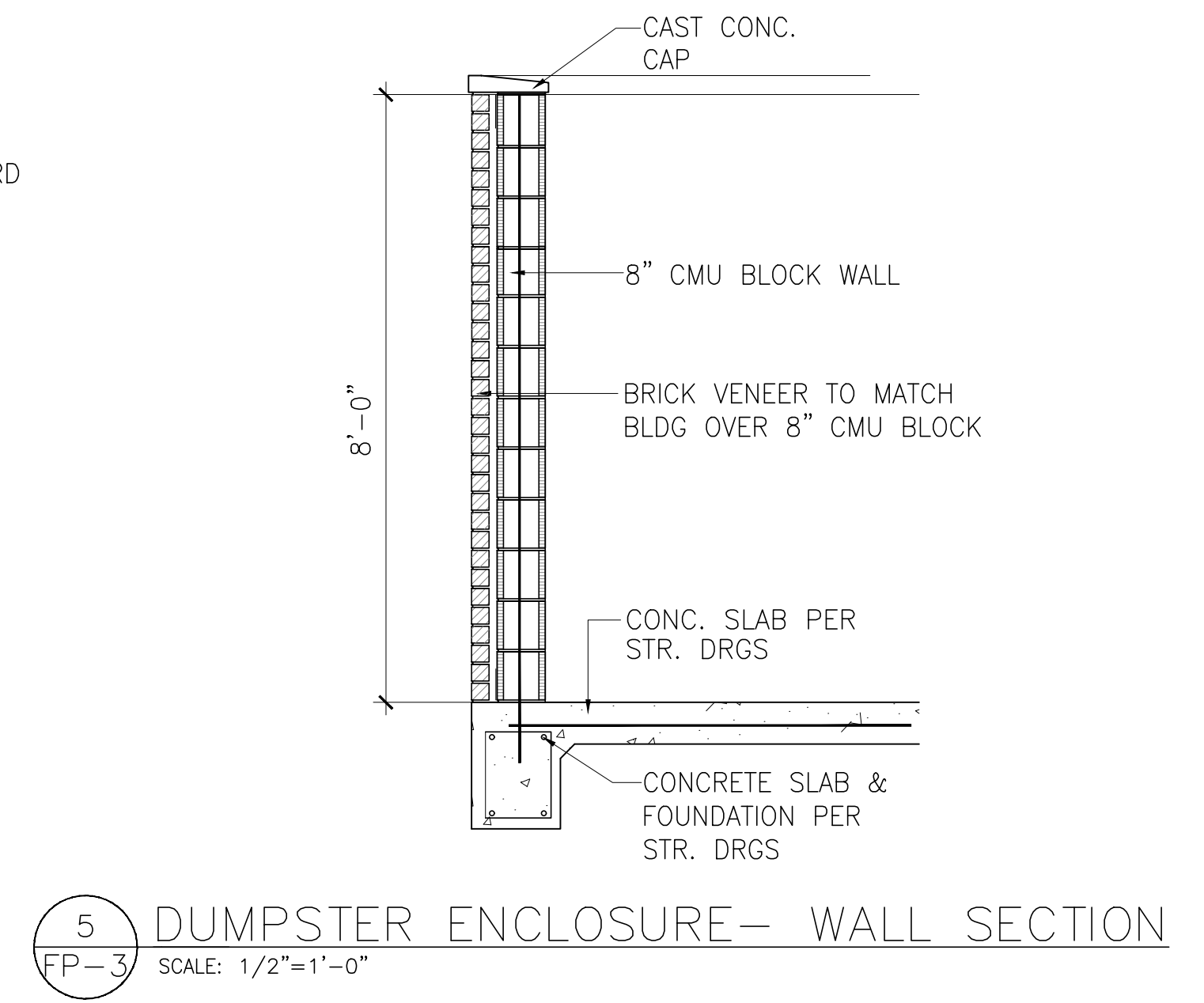
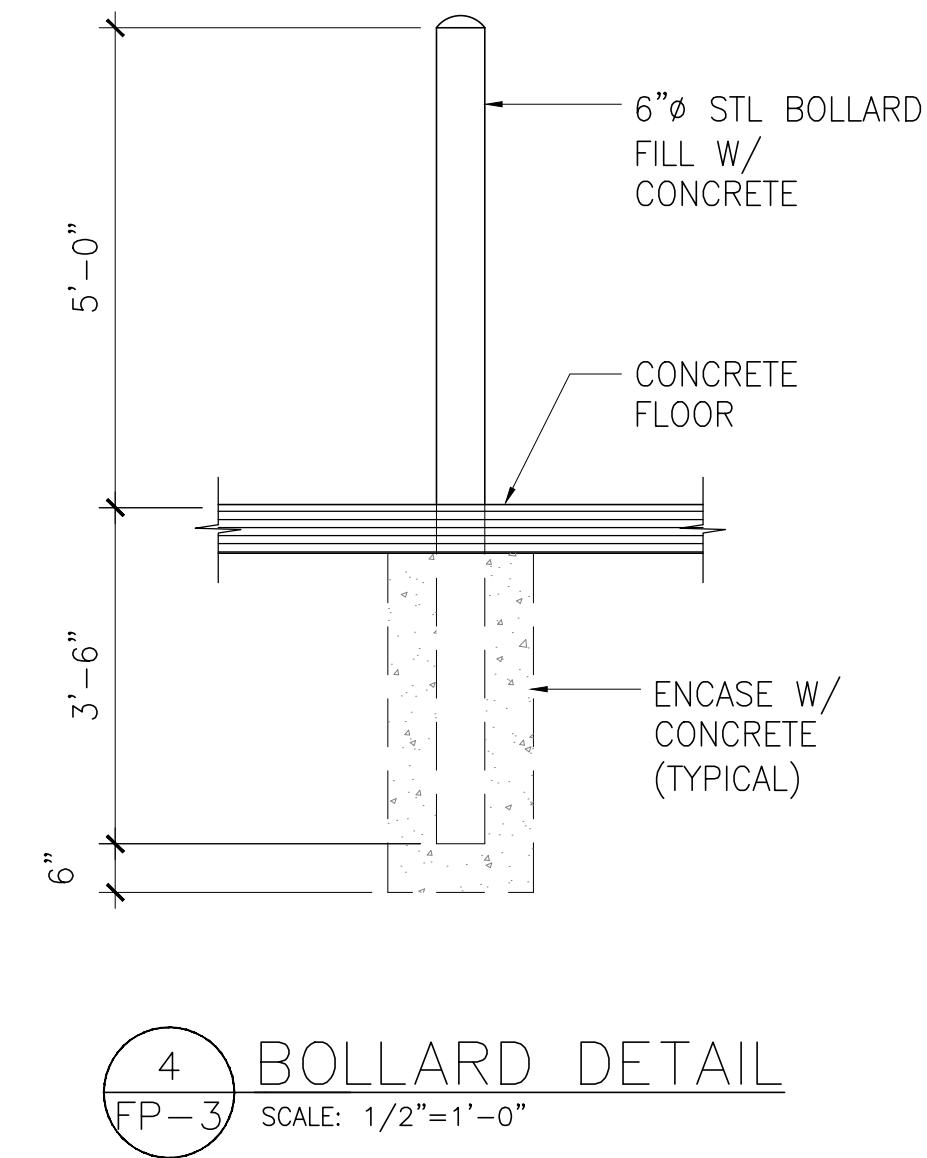
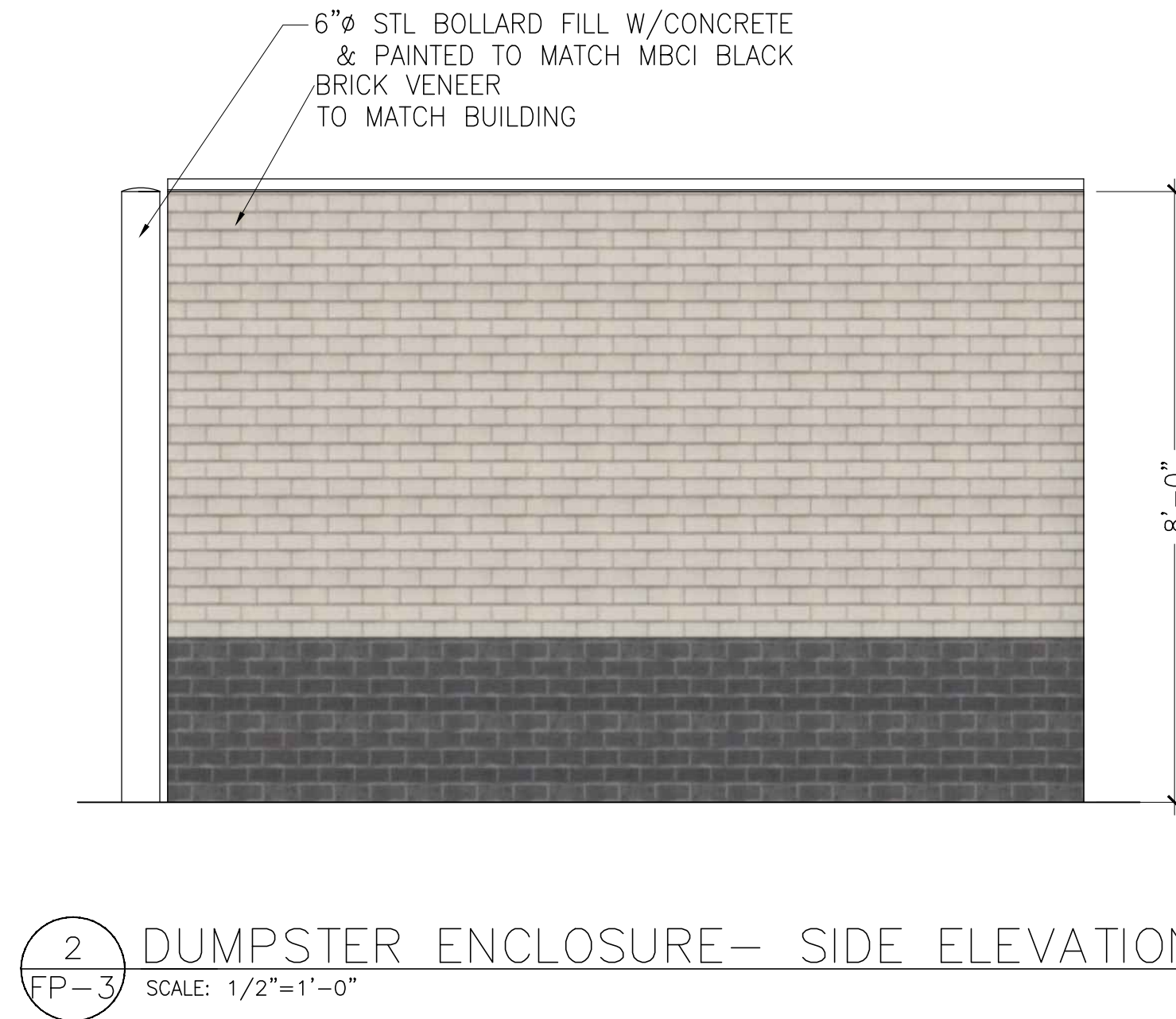
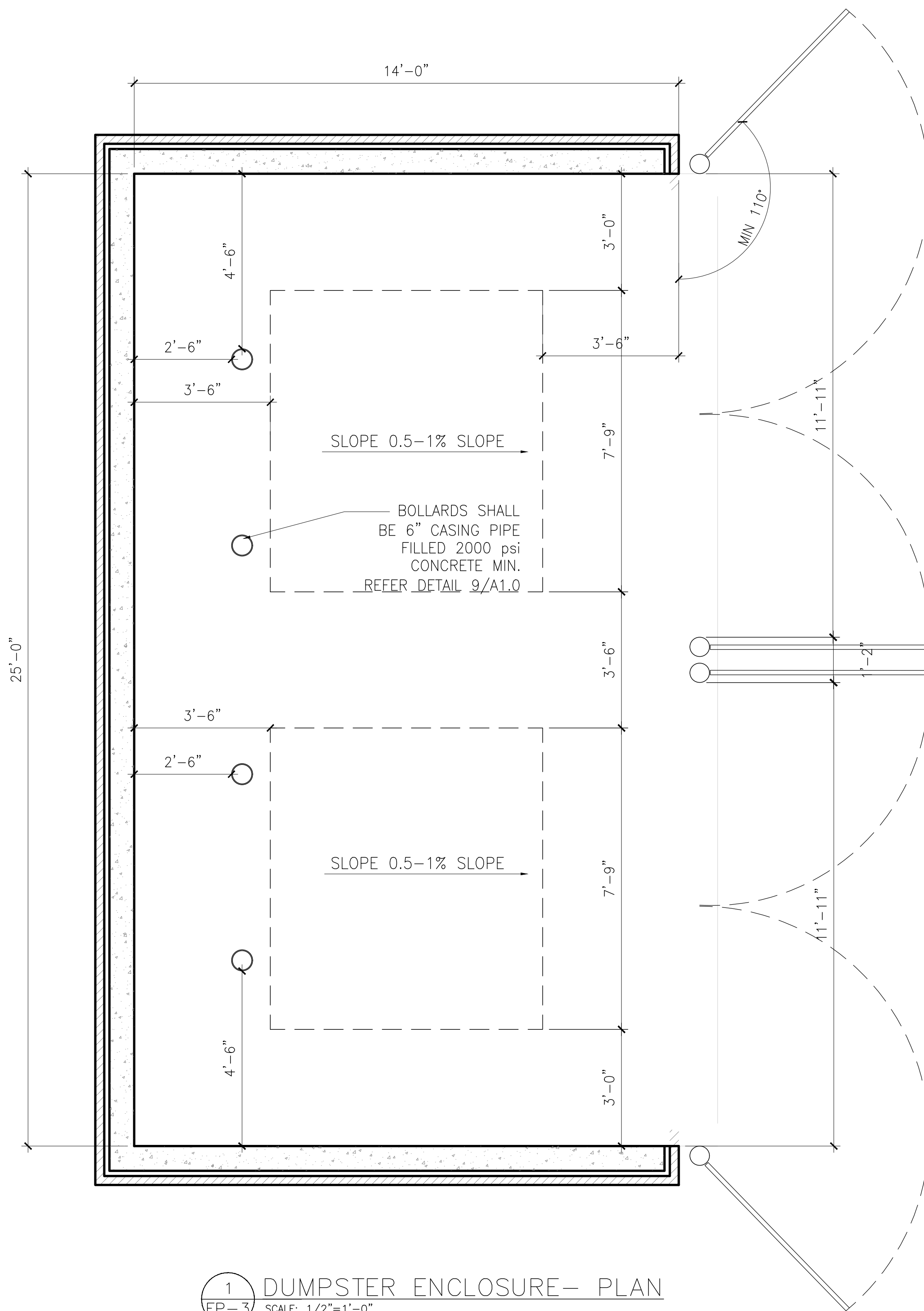
DATE OF PREPARATION : 10/18/2024

OWNER/DEVELOPER	#	REVISION DATE
CONTACT: VISHNU REDDY Cell: (225)810-1840 Email: rvishnureddy@yahoo.com	1	11/18/2024

rashmi C Inc.  
ARCHITECTURE. PLANNING. INTERIORS  
4117 OLD PLEASANT RIDGE RD. ARLINGTON, TX-76016  
CONTACT: RASHMINDER CHANDEL  
PH. NO. (817) 891-7918 EMAIL: rashmi@rashmic.com

SHEET NO.  
FP-2



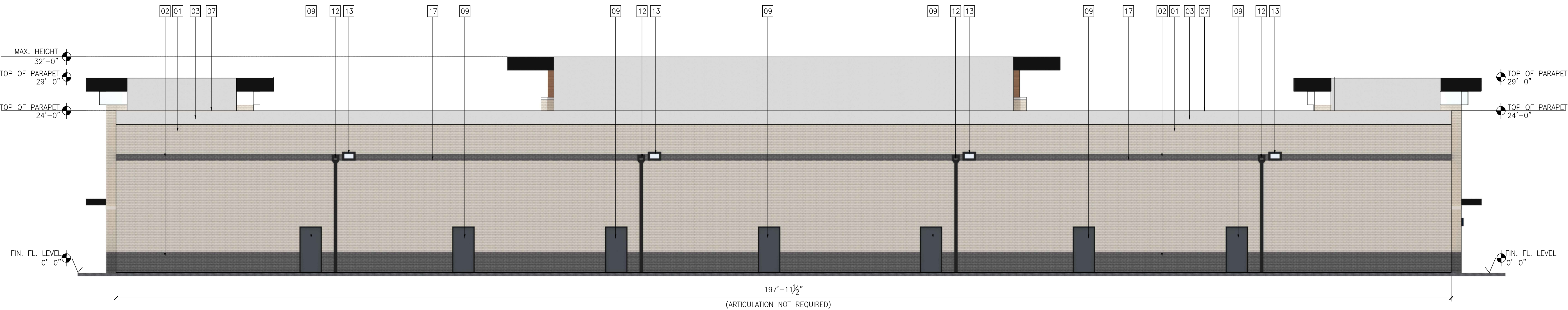


<b>MEDICAL OFFICE BUILDING ( ELEVATION EXHIBIT )</b> <b>RETAIL/RESTAURANT &amp; MEDICAL OFFICE DEVELOPMENT</b>		
ADJ. TO E. ELDORADO PRKY, TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS-75068 LOT 2A, BLOCK-1, REPLAT OF B & G ADDITION		
DATE OF PREPARATION : 10/18/2024		
OWNER/DEVELOPER	#	REVISION DATE
CONTACT: VISHNU REDDY Cell: (225)810-1840 Email: rvishnureddy@yahoo.com	1	11/18/2024
<b>rashmi C Inc.</b> ARCHITECTURE. PLANNING. INTERIORS 4117 OLD PLEASANT RIDGE RD. ARLINGTON, TX-76016 CONTACT: RASHMINDER CHANDEL PH. NO. (817) 891-7918 EMAIL: rashmi@rashmic.com		SHEET NO. FP-3



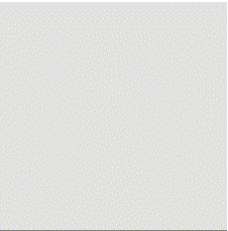





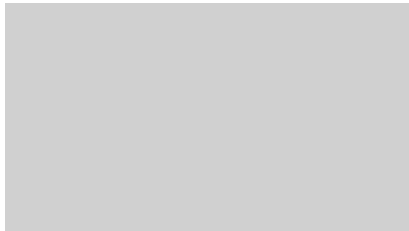


1 NORTH ELEVATION  
FP-1 SCALE: 1/8"=1'-0"

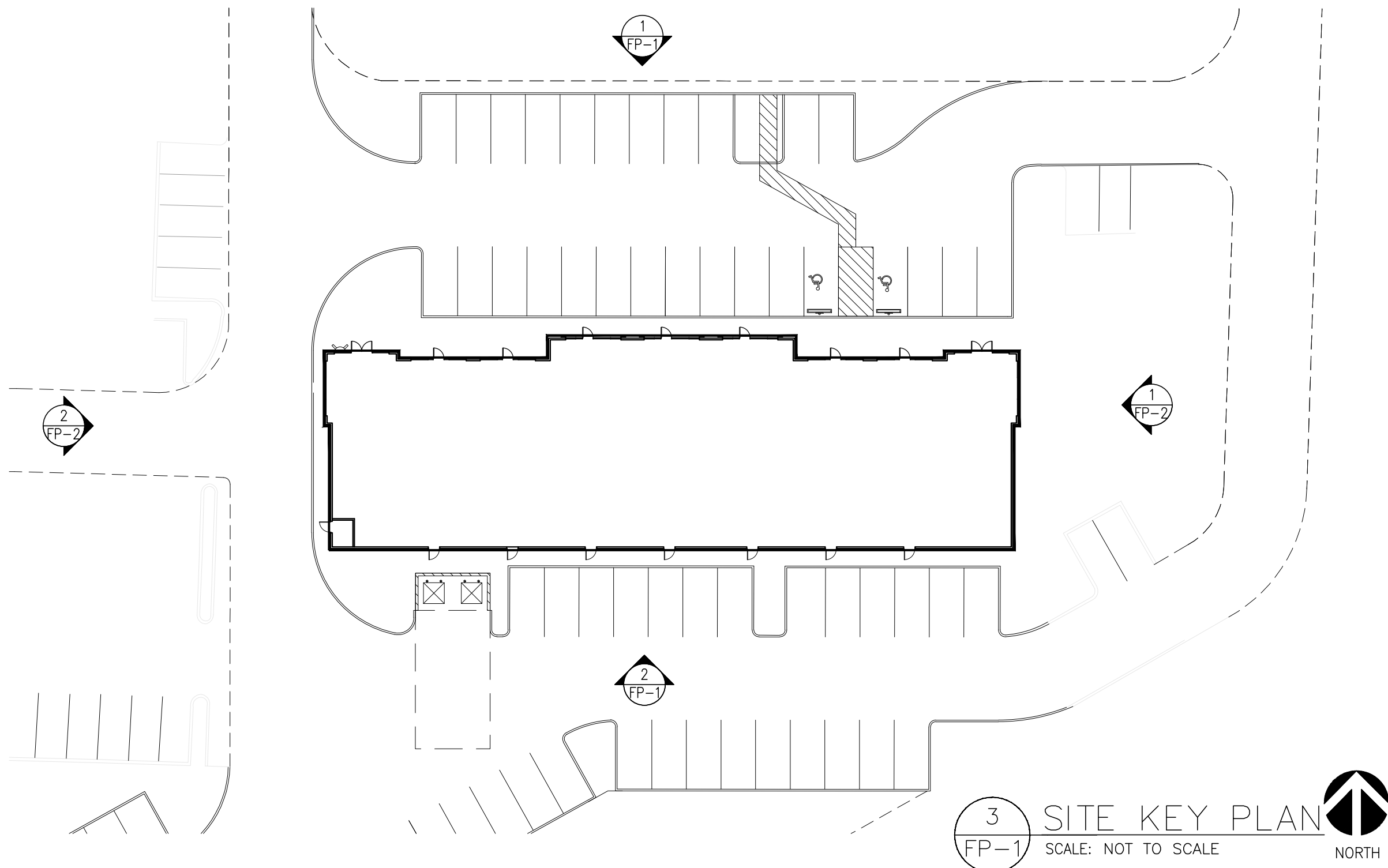


2 SOUTH ELEVATION  
FP-1 SCALE: 1/8"=1'-0"

	NORTH	SOUTH	EAST	WEST
TOTAL FACADE AREA	5659 SF	4750 SF	1508 SF	1508 SF
DOOR AREA	275 SF	161 SF	23 SF	0 SF
GLAZING & WINDOWS AREA	1377 SF	0 SF	222 SF	222 SF
NET WALL CONSTRUCTION	4007 SF	4589 SF	1263 SF	1286 SF
GROUP A	3133 SF (80%)	4193 SF (91%)	1102 SF (87%)	1125 SF (91%)
BRICK AREA	1888 SF (48%)	4193 SF (91%)	1102 SF (87%)	1125 SF (87%)
STONE AREA	1245 SF (32%)	-	-	-
GROUP B	548 SF (12%)	396 SF (09%)	102 SF (08%)	102 SF (08%)
STUCCO AREA	266 SF (6%)	396 SF (09%)	47 SF (04%)	47 SF (04%)
NICHIHA ACCENT WOOD PANEL	282 SF (6%)	-	55 SF (04%)	55 SF (04%)
GROUP C				
METAL FASCIA PANEL	325 SF (8%)	-	59 SF (05%)	59 SF (05%)

FINISHES:						
						
STUCCO PLASTER COLOR: SW-6252	MANUFACTURED STONE AMALFI LEDGE-POMPEII	NICHIHA VINTAGEWOOD REDWOOD	BRICK VENEER -BY ACME BRICK SIZE: KING SIZE BRICK COLOR: WHITE BIRCH	BRICK VENEER -BY ACME BRICK SIZE: KING SIZE BRICK COLOR: BLACK RIVER	COLOR: MBCI, MIDNIGHT BLACK CANTILEVERED ALUM. AWNINGS INSULATED MTL DOORS	COLOR: MBCI, SNOW WHITE CANTILEVERED ALUM. AWNINGS INSULATED MTL DOORS

ELEVATION MATERIAL KEY	
01	BRICK VENEER-1 COLOR: WHITE BIRCH BY ACME BRICK
02	BRICK VENEER-1 COLOR: BLACK RIVER BY ACME BRICK
03	3 STEP STUCCO COLOR: EQUAL TO SHERWIN WILLIAMS SW-6252 ICE CUBE
04	ACCENT WOOD LOOK WALL & SOFFIT PANELS COLOR: EQUAL TO NICHIHA VINTAGEWOOD, REDWOOD
05	MANUFACTURE STONE COLOR: POMPEII BY AMALFI LEDGE
06	CANTILEVER STRAIGHT ALUMINUM AWNING COLOR: EQUAL TO MBCI MIDNIGHT BLACK
06-A	ALUMINUM AWNING WITH HANG RODS & ESCUTCHION COLOR: EQUAL TO MBCI SNOW WHITE
07	PRE-FINISHED METAL COPING COLOR: MATCH TO SW-6990
08	ANODIZED ALUMINUM STOREFRONT SYSTEM WITH 1" INSULATED CLEAR GLASS U- VALUE (0.29) S.H.G.C (0.25) COLOR: EQUAL TO KAWNEER BLACK REFER TO A9.0 FOR ELEVATIONS (SUBMIT SHOP DRAWINGS BEFORE FABRICATION)
09	INSULATED HOLLOW METAL DOOR PAINT: SHERWIN WILLIAMS, SW-9162 AFRICAN GRAY
10	METAL SOFFIT & FASCIA PANEL SYSTEM BERRIDGE FLUSH SEAM, B-6, VEE-PANEL, FW-12, THIN-LINE
11	STANDING SEAM METAL ROOF BERRIDGE TEE PANEL ROOF PANEL SYSTEM COLOR: BERRIDGE MATT BLOCK
12	6" SQ. DOWNSPOUT (TYPICAL) COLOR: PAINTED TO MATCH SW-6252 ICE CUBE
13	12"x8" OVERFLOW ROOF SCUPPER (TYPICAL) COLOR: PAINTED TO MATCH SW-6252 ICE CUBE
14	EXTERIOR WALL PACK ABOVE REAR DOORS (TYPICAL)
15	EXTERIOR DECORATIVE WALL SCONCES
16	ROOF LINE BEYOND ( SHOWN DASHED )
17	FUTURE ROOF TOP UNIT LOCATIONS BEYOND
CITY OF LITTLE ELM STANDARD NOTES	
1. ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE	
2. ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL OF DEVELOPMENT SERVICES DIRECTOR	
3. WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING	
4. ROOF ACCESS SHALL BE PROVIDED INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE CHIEF BUILDING OFFICIAL	
NOTE: CONTRACTOR SHALL OBTAIN CITY APPROVED COLORED FACADE PLANS FOR REFERENCE OF VARIOUS MATERIALS & COLORS DURING CONSTRUCTION FROM ARCHITECT.	



3 SITE KEY PLAN  
FP-1 SCALE: NOT TO SCALE

RETAIL/ RESTAURANT BUILDING (ELEVATION EXHIBIT)

RETAIL/ RESTAURANT & MEDICAL OFFICE DEVELOPMENT

ADJ. TO E. ELDORADO PRKY, TOWN OF LITTLE ELM,  
DENTON COUNTY, TEXAS-75068  
LOT 2A, BLOCK-1, REPLAT OF B & G ADDITION

DATE OF PREPARATION : 10/18/2024

OWNER/DEVELOPER	#	REVISION DATE
CONTACT: VISHNU REDDY Cell: (225)810-1840 Email: rvishnureddy@yahoo.com	1	11/18/2024

REGISTERED ARCHITECT  
RASHMI CHANDEL  
2047  
STATE OF TEXAS

10/18/2024

rashmi C Inc.

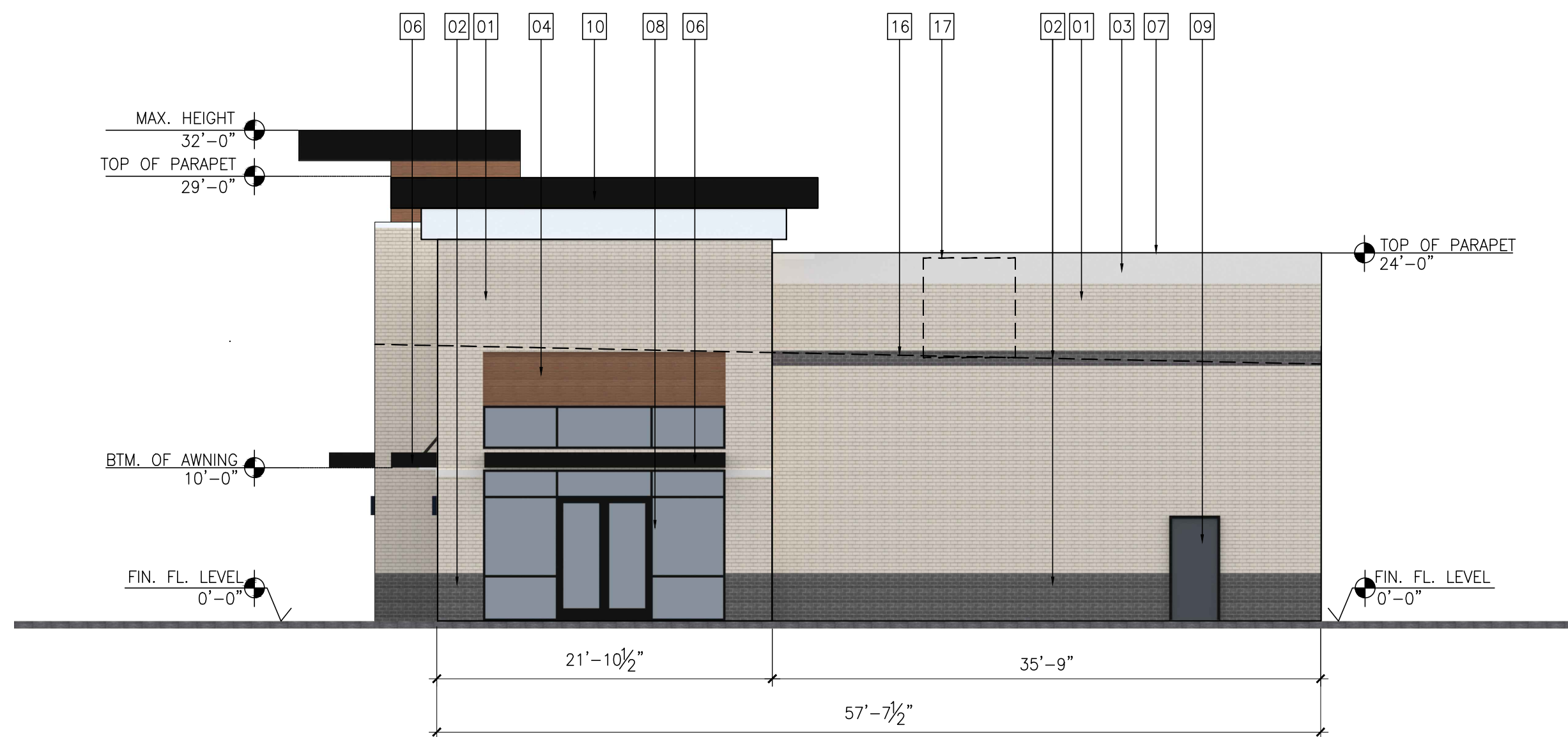
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PH. NO. (817) 891-7918 EMAIL: rashmi@rashmic.com

SHEET NO.  
FP-1





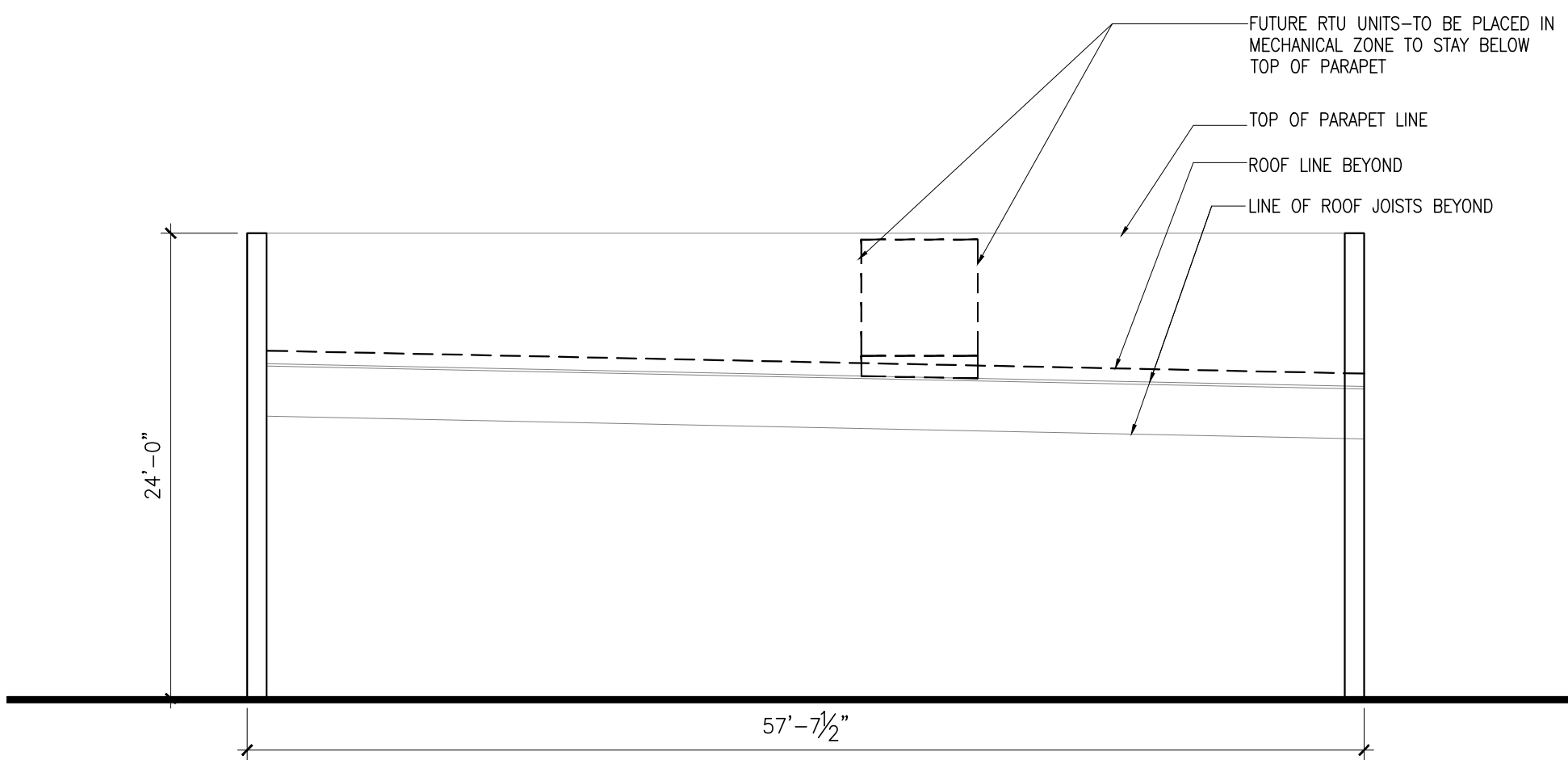
1 EAST ELEVATION  
FP-2 SCALE: 1/8"=1'-0"



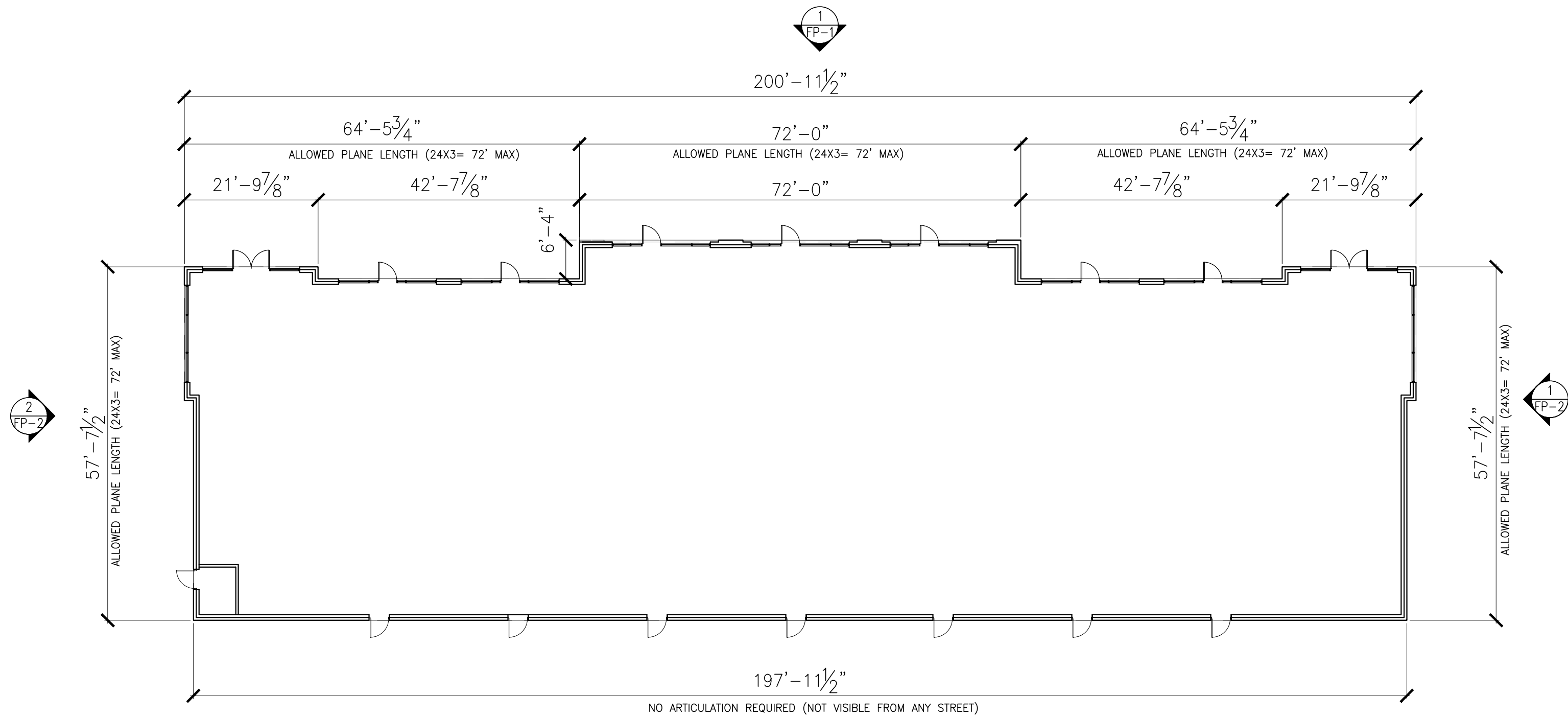
2 WEST ELEVATION  
FP-2 SCALE: 1/8"=1'-0"

	NORTH		SOUTH		EAST		WEST	
TOTAL FACADE AREA	5659 SF		4750 SF		1508 SF		1508 SF	
DOOR AREA	275 SF		161 SF		23 SF		0 SF	
GLAZING & WINDOWS AREA	1377 SF		0 SF		222 SF		222 SF	
NET WALL CONSTRUCTION	4007 SF		4589 SF		1263 SF		1286 SF	
GROUP A	3133 SF	(80%)	4193 SF	(91%)	1102 SF	(87%)	1125 SF	(91%)
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STONE AREA	1245 SF	(32%)	-		-		-	
GROUP B	548 SF	(12%)	396 SF	(09%)	102 SF	(08%)	102 SF	(08%)
STUCCO AREA	266 SF	(6%)	396 SF	(09%)	47 SF	(04%)	47 SF	(04%)
NICHIHA ACCENT WOOD PANEL	282 SF	(6%)	-		55 SF	(04%)	55 SF	(04%)
GROUP C								
METAL FASCIA PANEL	325 SF	(8%)	-		59 SF	(05%)	59 SF	(05%)

FINISHES:						
STUCCO PLASTER COLOR: SW-6252	MANUFACTURED STONE AMALFI LEDGE-POMPEII	NICHIHA VINTAGEWOOD REDWOOD	BRICK VENEER -BY ACME BRICK SIZE: KING SIZE BRICK COLOR: WHITE BIRCH	BRICK VENEER -BY ACME BRICK SIZE: KING SIZE BRICK COLOR: BLACK RIVER	COLOR: MBCI, MIDNIGHT BLACK CANTILEVERED ALUM. AWNINGS INSULATED MTL DOORS	COLOR: MBCI, SNOW WHITE CANTILEVERED ALUM. AWNINGS INSULATED MTL DOORS



3 GRAPHICAL REPRESENTATION FOR FUTURE RTU UNITS SCREENING  
FP-2 SCALE: 1/8"=1'-0"



4 BUILDING FOOTPRINT  
FP-2 SCALE: 1/16"=1'-0"

ELEVATION MATERIAL KEY	
01	BRICK VENEER-1 COLOR: WHITE BIRCH BY ACME BRICK
02	BRICK VENEER-1 COLOR: BLACK RIVER BY ACME BRICK
03	3 STEP STUCCO COLOR: EQUAL TO SHERWIN WILLIAMS SW-6252 ICE CUBE
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CITY OF LITTLE ELM STANDARD NOTES	
1. ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE 2. ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL OF DEVELOPMENT SERVICES DIRECTOR 3. WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING 4. ROOF ACCESS SHALL BE PROVIDED INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE CHIEF BUILDING OFFICIAL	
NOTE: CONTRACTOR SHALL OBTAIN CITY APPROVED COLORED FACADE PLANS FOR REFERENCE OF VARIOUS MATERIALS & COLORS DURING CONSTRUCTION FROM ARCHITECT.	

RETAIL/ RESTAURANT BUILDING (ELEVATION EXHIBIT)

RETAIL/ RESTAURANT & MEDICAL OFFICE DEVELOPMENT

ADJ. TO E. ELDORADO PRKY, TOWN OF LITTLE ELM,  
DENTON COUNTY, TEXAS-75068  
LOT 2A, BLOCK-1, REPLAT OF B & G ADDITION

DATE OF PREPARATION : 10/18/2024

OWNER/DEVELOPER	#	REVISION DATE
CONTACT: VISHNU REDDY Cell: (225)810-1840 Email: rvishnureddy@yahoo.com	1	11/18/2024

REGISTERED ARCHITECT

STATE OF TEXAS

2024

2024

rashmi C Inc.

ARCHITECTURE. PLANNING. INTERIORS  
4117 OLD PLEASANT RIDGE RD. ARLINGTON, TX-76016  
CONTACT: RASHMINDER CHANDEL  
PH. NO. (817) 891-7918 EMAIL: rashmi@rashmic.com

SHEET NO.

FP-2



**Date:** 01/21/2025  
**Agenda Item #:** 6. D.  
**Department:** Development Services  
**Strategic Goal:** Promote and expand Little Elm's identity  
**Staff Contact:** Olga Chernomorets, Managing Director of Planning

---

**AGENDA ITEM:**

Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Prashanthi Kowkutla, Suma Pavuluri, Sreenivasa Kaparathi, Naveen Kale, the property owners of 1180 East Eldorado Parkway.**

**DESCRIPTION:**

The attached agreement is to solidify the Planned Development as outlined in the associated development documents and concept plan for the Grove at Eldorado Planned Development.

**BUDGET IMPACT:**

This item has no budget impact.

**RECOMMENDED ACTION:**

Staff recommend approval.

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**Attachments**

Development Agreement - The Grove at Eldorado



STATE OF TEXAS       §  
                                     §  
COUNTY OF DENTON   §

**DEVELOPMENT AGREEMENT  
FOR THE GROVE AT ELDORADO PD  
(PD-24-006221)**

---

This Development Agreement for the Grove at Eldorado Planned Development (“**Agreement**”) is entered into between the following property owners (“**Developer**”), and the Town of Little Elm, Texas (“**Town**”), whose address for purposes of this Agreement is 100 W. Eldorado Parkway, Little Elm, TX 75068.

Prashanthi Kowkutla, whose address for the purposes of this Agreement is 8725 Havant Lane, Plano, TX 7502.

Suma Pavuluri, whose address for the purposes of this Agreement is, 6271 Ryeworth Drive, Frisco, TX 75035.

Sreenivasa Kaparthi, whose address for the purposes of this Agreement is 3712 Nash Lane, Plano, TX 75025.

Naveen Kale, whose address for the purposes of this Agreement is 685 Grand Reserve Drive, Suwanee, GA 30024.

Developer and the Town are sometimes referred herein together as the “**Parties**” and individually as a “**Party**.”

**Recitals:**

1. Developer is the owner of 2.159 acres generally located southwest of the intersection of East Eldorado Parkway and Castle Ridge Drive, in the Town of Little Elm, Texas (the “**Property**”), which Property is more particularly described in **Exhibit A** attached hereto.

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

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

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

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

**Section 2.     Term.** This Agreement shall be effective as of the date of execution of this Agreement by the last of the Parties to do so (“**Effective Date**”). This Agreement shall remain in

full force and effect from the Effective Date until terminated by the mutual agreement of all of the Parties in writing, or until all obligations in the Agreement have been fulfilled (“**Term**”).

**Section 3.     Agreements.** The Parties agree as follows:

- A.     The negotiated and agreed upon zoning and development standards contained in the Grove at Eldorado PD Ordinance No. 1796, which incorporate by reference the general zoning regulations of the Town’s Zoning Ordinance, are hereby adopted and incorporated into this Agreement as contractually-binding obligations of the Developer.
- B.     All development plans, associated rendering, exhibits, and documents attached to this agreement as **Exhibit B**.

**Section 4.     Miscellaneous.**

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

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

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

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



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

**F. Cumulative Rights and Remedies.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

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

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

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

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

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

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

**M. Entire Agreement.** This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other

collateral oral or written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.

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

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

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

**Q. Exactions/Infrastructure Costs.** Developer has been represented by legal counsel, or has had an opportunity to do so, in the negotiation of this Agreement, and been advised, or has had the opportunity to have legal counsel review this Agreement and advise Developer, regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed

pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town in this Agreement are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Developer hereby releases the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

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

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

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

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

**V. Non-Boycott of Israel Provision.** In accordance with Chapter 2270 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2270 of the Texas

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

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

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

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

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

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



**DEVELOPER:**

Prashanthi Kowkutla

By: \_\_\_\_\_  
Prashanthi Kowkutla

Date: \_\_\_\_\_

Suma Pavuluri

By: \_\_\_\_\_  
Suma Pavuluri

Date: \_\_\_\_\_

Sreenivasa Kaparathi

By: \_\_\_\_\_  
Sreenivasa Kaparathi

Date: \_\_\_\_\_

Naveen Kale

By: \_\_\_\_\_  
Naveen Kale

Date: \_\_\_\_\_

**TOWN OF LITTLE ELM, TEXAS**

By: \_\_\_\_\_  
Matt Mueller  
Town Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Caitlan Biggs  
Town Secretary

**DEVELOPER:**

Prashanthi Kowkutla

By: Prashanthi  
Prashanthi Kowkutla

Date: 01/13/25

Suma Pavuluri

By: SP  
Suma Pavuluri

Date: 01/13/2025

Sreenivasa Kaparthi

By: \_\_\_\_\_  
Sreenivasa Kaparthi

Date: \_\_\_\_\_

Naveen Kale

By: \_\_\_\_\_  
Naveen Kale

Date: \_\_\_\_\_

**TOWN OF LITTLE ELM, TEXAS**

By: \_\_\_\_\_  
Matt Mueller  
Town Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Caitlan Biggs  
Town Secretary

**DEVELOPER:**

Prashanthi Kowkutla

By: \_\_\_\_\_  
Prashanthi Kowkutla

Date: \_\_\_\_\_

Suma Pavuluri

By: \_\_\_\_\_  
Suma Pavuluri

Date: \_\_\_\_\_

Sreenivasa Kaparthi

By:  \_\_\_\_\_  
Sreenivasa Kaparthi

Date: 01/13/2025

Naveen Kale

By: \_\_\_\_\_  
Naveen Kale

Date: \_\_\_\_\_

**TOWN OF LITTLE ELM, TEXAS**

By: \_\_\_\_\_  
Matt Mueller  
Town Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Caitlan Biggs  
Town Secretary

**DEVELOPER:**

Prashanthi Kowkutla

By: \_\_\_\_\_  
Prashanthi Kowkutla

Date: \_\_\_\_\_

Suma Pavuluri

By: \_\_\_\_\_  
Suma Pavuluri

Date: \_\_\_\_\_

Sreenivasa Kaparthi

By: \_\_\_\_\_  
Sreenivasa Kaparthi

Date: \_\_\_\_\_

Naveen Kale

By: *R. Naveen Kale*  
Naveen Kale

Date: 01/14/2025

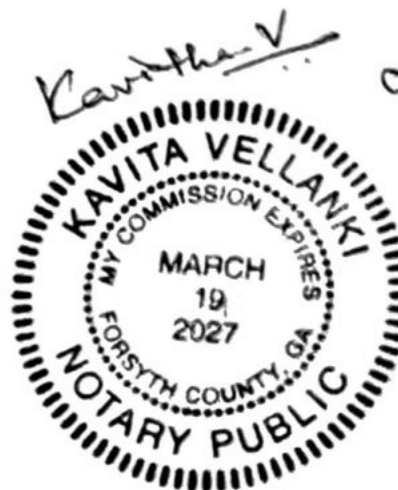
**TOWN OF LITTLE ELM, TEXAS**

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 \_\_\_\_\_, 2025, 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: \_\_\_\_\_

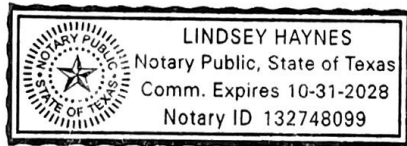
By: Prashanthi Kowkutla  
Prashanthi Kowkutla

Date: 01 / 13, 2025

STATE OF TEXAS §  
COUNTY OF Collin §

Before me, the undersigned authority, on this 13<sup>th</sup> day of January, 2025, personally appeared Prashanthi Kowkutla 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 the Developer.

[Seal]



By: [Signature]  
Notary Public, State of Texas  
My Commission Expires: 10/31/28

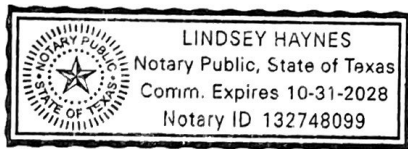
By:   
Suma Pavuluri

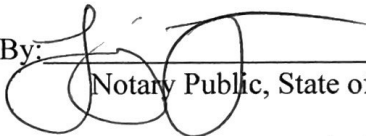
Date: 01/13/, 2025

STATE OF TEXAS §  
§  
COUNTY OF Collin §

Before me, the undersigned authority, on this 13<sup>th</sup> day of January, 2025, personally appeared Suma Pavuluri, 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 the Developer.

[Seal]



By:   
Notary Public, State of Texas  
My Commission Expires: 10/31/23

By:

Sreenivasa Kaparthi

Date:

01/13 /, 2025

STATE OF TEXAS

COUNTY OF COLLIN

§  
§  
§

Before me, the undersigned authority, on this 13<sup>th</sup> day of JAN, 2025, personally appeared Sreenivasa Kaparthi, 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 The Developer.

[Seal]



By:

HA Shen  
Notary Public, State of Texas

My Commission Expires: 4/22/2027



By: R. Naveen Kale  
Naveen Kale

Date: 01/14, 2025

GEORGIA  
STATE OF ~~TEXAS~~ §  
COUNTY OF FORSYTH §

Before me, the undersigned authority, on this 14<sup>th</sup> day of JANUARY, 2025, personally appeared Naveen Kale, 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 The Developer.

[Seal]

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

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



**EXHIBIT A**

PROPERTY DESCRIPTION:

## LAND DESCRIPTION

**BEING** a 2.159 acre tract of land situated in the L.H. McNeil Survey, Abstract Number 845, Town of Little Elm, Denton County, Texas, and being all of Lot 2A, Block 1, of Replat of B & G Addition, an Addition to the Town of Little Elm, Denton County, Texas, according to the Plat thereof recorded in Cabinet Y, Page 756, Plat Records of Denton County, Texas (P.R.D.C.T.), and being all of a tract of land described to Prashanthi Kowkutla, et al, by the Deed recorded in Document Number 2022-111107, Official Public Records of Denton County, Texas (O.P.R.D.C.T.), and being more particularly described by metes and bounds as follows:

**BEGINNING** at a 1/2 inch iron rod found for a southeasterly corner of said Lot 2A, and same being the most southwesterly corner of Lot 2B, Block 1, of said Replat of B & G Addition, also being a point on a northwesterly boundary line of a tract of land called "Tract H-716" and described to Corps of Engineers, by the Deed recorded in Volume 393, Page 279, Deed Records of Denton County, Texas (D.R.D.C.T.);

**THENCE** South 60 degrees 51 minutes 10 seconds West along a northwesterly boundary line of said "Tract H-716", for a distance of 344.11 feet to a concrete monument found for the most southerly boundary line of said Lot 2A;

**THENCE** North 54 degrees 00 minutes 17 seconds West along a northeasterly boundary line of said "Tract H-716" for a distance of 289.46 feet to a concrete monument found for the most westerly corner of said Lot 2A;

**THENCE** North 41 degrees 37 minutes 12 seconds East along a southeasterly boundary line of said "Tract H-716", for a distance of 4.62 feet to a 5/8 inch iron rod found with a cap stamped "4224" for a northwesterly corner of said Lot 2A, and same being the southwesterly corner of Lot 1, Block 1, of B & G Addition, an Addition to the Town of Little Elm, Denton County, Texas, according to the Plat thereof recorded in Cabinet X, Page 627, P.R.D.C.T.;

**THENCE** along a southeasterly boundary line of said "Tract H-716", along the southerly and easterly boundary lines of said Lot 1, the following courses and distances:

South 88 degrees 22 minutes 48 seconds East for a distance of 307.30 feet to a point for corner from which a 1/2 iron rod found bears South 83 degrees 28 minutes 43 seconds West for a distance of 2.27 feet;

North 00 degrees 02 minutes 35 seconds East for a distance of 221.15 feet to an "X" cut set for a northwesterly corner of said Lot 2A, and same being the northeasterly corner of said Lot 1, also being a point on the southerly right-of-way line of Farm to Market Highway No. 720 (variable width right-of-way);

**THENCE** South 89 degrees 57 minutes 27 seconds East along the southerly right-of-way line of said Farm to Market Highway No. 720, for a distance of 224.48 feet to a 5/8 inch iron rod set with a cap stamped "TRAVERSE LS PROP COR" for the most northeasterly corner of said Lot 2A, and same being the northwesterly corner of said Lot 2B;

**THENCE** South 00 degrees 02 minutes 35 seconds West along the westerly boundary line of said Lot 2B, for a distance of 218.27 feet to the **POINT OF BEGINNING** containing 2.159 acres (94,045 square feet) of land, more or less.

**EXHIBIT B**  
PD ORDINANCE NO. 1796



**TOWN OF LITTLE ELM  
ORDINANCE NO. 1796**

**AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY ESTABLISHING A NEW PLANNED DEVELOPMENT – LIGHT COMMERCIAL (PD-LC) DISTRICT BASED ON LIGHT COMMERCIAL STANDARDS, WITH MODIFIED DEVELOPMENT STANDARDS, TO ALLOW A NEW COMMERCIAL DEVELOPMENT ON A 2.159-ACRE PROPERTY LOCATED SOUTHWEST OF THE INTERSECTION OF EAST ELDORADO PARKWAY AND CASTLE RIDGE DRIVE, WITHIN LITTLE ELM'S TOWN LIMITS; 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 to establish a Planned Development-Light Commercial (PD-LC) District based on Light Commercial district with modified development standards, on approximately 2.159 acres of land, more specifically described in the exhibits, attached hereto; and

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

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

**WHEREAS**, at its regular meeting held on December 19, 2024 the Planning & Zoning Commission considered and made recommendations on Case No. PD- 24-006221; and

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

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

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

**SECTION 2. ZONING AMENDMENT.** That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by establishing a new Planned Development-Light Commercial (PD-LC) based on Light Commercial (LC) district requirements with modified development standards, on property located southwest of the intersection of East Eldorado Parkway and Castle Ridge Drive within Little Elm's town limits, on approximately 2.159 acres of land more particularly described in **Exhibit A**, and attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

**SECTION 3. CONDITIONS AND REGULATIONS.** The permitted uses and standards shall be in accordance with the Light Commercial (LC), and all current, at the time of development, applicable provisions of Chapter 106 – Zoning Ordinance in general, plus as specified herein:

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

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

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

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

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

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

**SECTION 7. SEVERABILITY.** The sections, paragraphs, sentences, phrases, and words of this Ordinance are severable, and if any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid or unconstitutional, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any person, firm, corporation, situation or circumstance, nor shall adjudication affect any other section or provision of the Comprehensive Zoning Ordinance of the Town of Little Elm, Texas, and the Town Council hereby declares that it would have

adopted the valid portions and applications of the ordinance without the valid parts and to this end the provisions of this ordinance shall remain in full force and effect.

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

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

**PASSED AND APPROVED** by the Town Council of the Town of Little Elm, Texas on the 21<sup>st</sup> day of January, 2025.

Town of Little Elm, Texas

---

Curtis Cornelious, Mayor

ATTEST:

---

Caitlan Biggs, Town Secretary



**Exhibit A**  
Property Description

## LAND DESCRIPTION

**BEING** a 2.159 acre tract of land situated in the L.H. McNeil Survey, Abstract Number 845, Town of Little Elm, Denton County, Texas, and being all of Lot 2A, Block 1, of Replat of B & G Addition, an Addition to the Town of Little Elm, Denton County, Texas, according to the Plat thereof recorded in Cabinet Y, Page 756, Plat Records of Denton County, Texas (P.R.D.C.T.), and being all of a tract of land described to Prashanthi Kowkutla, et al, by the Deed recorded in Document Number 2022-111107, Official Public Records of Denton County, Texas (O.P.R.D.C.T.), and being more particularly described by metes and bounds as follows:

**BEGINNING** at a 1/2 inch iron rod found for a southeasterly corner of said Lot 2A, and same being the most southwesterly corner of Lot 2B, Block 1, of said Replat of B & G Addition, also being a point on a northwesterly boundary line of a tract of land called "Tract H-716" and described to Corps of Engineers, by the Deed recorded in Volume 393, Page 279, Deed Records of Denton County, Texas (D.R.D.C.T.);

**THENCE** South 60 degrees 51 minutes 10 seconds West along a northwesterly boundary line of said "Tract H-716", for a distance of 344.11 feet to a concrete monument found for the most southerly boundary line of said Lot 2A;

**THENCE** North 54 degrees 00 minutes 17 seconds West along a northeasterly boundary line of said "Tract H-716" for a distance of 289.46 feet to a concrete monument found for the most westerly corner of said Lot 2A;

**THENCE** North 41 degrees 37 minutes 12 seconds East along a southeasterly boundary line of said "Tract H-716", for a distance of 4.62 feet to a 5/8 inch iron rod found with a cap stamped "4224" for a northwesterly corner of said Lot 2A, and same being the southwesterly corner of Lot 1, Block 1, of B & G Addition, an Addition to the Town of Little Elm, Denton County, Texas, according to the Plat thereof recorded in Cabinet X, Page 627, P.R.D.C.T.;

**THENCE** along a southeasterly boundary line of said "Tract H-716", along the southerly and easterly boundary lines of said Lot 1, the following courses and distances:

South 88 degrees 22 minutes 48 seconds East for a distance of 307.30 feet to a point for corner from which a 1/2 iron rod found bears South 83 degrees 28 minutes 43 seconds West for a distance of 2.27 feet;

North 00 degrees 02 minutes 35 seconds East for a distance of 221.15 feet to an "X" cut set for a northwesterly corner of said Lot 2A, and same being the northeasterly corner of said Lot 1, also being a point on the southerly right-of-way line of Farm to Market Highway No. 720 (variable width right-of-way);

**THENCE** South 89 degrees 57 minutes 27 seconds East along the southerly right-of-way line of said Farm to Market Highway No. 720, for a distance of 224.48 feet to a 5/8 inch iron rod set with a cap stamped "TRAVERSE LS PROP COR" for the most northeasterly corner of said Lot 2A, and same being the northwesterly corner of said Lot 2B;

**THENCE** South 00 degrees 02 minutes 35 seconds West along the westerly boundary line of said Lot 2B, for a distance of 218.27 feet to the **POINT OF BEGINNING** containing 2.159 acres (94,045 square feet) of land, more or less.

**Exhibit B**  
PD Exhibits

## **PLANNED DEVELOPMENT STANDARDS**

This zoning submittal encompasses approximately 2.159 acres of land within the Town of Little Elm, more fully described on the legal description attached as Exhibit A (the “Property”). The planned development (“PD”) will allow the city to consider the required parking ratio as 1:200 considering we have multitenant use with over 15,000 SF of building area. Also, we would like to request a waiver for the awning to overhang into the setback and to allow parking size as 9’X20’ along front & rear of building 1 & along the east of building 2 to meet required landscaping islands and Request a variance regarding the fire lane dimension,

This PD will provide the zoning regulations as depicted in Exhibit B. The final layout for Lot B must generally conform with Exhibit C.

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

As used herein, “Director” means the Director of Development Services

### **PROJECT LOCATION**

The proposed PD is located at 1180 E Eldorado pkwy, Little Elm, TX (Exhibit A).

### **CONCEPT PLAN REQUIRED**

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



## **EXHIBIT B:**

### **DEVELOPMENT STANDARDS**

Except as otherwise set forth in these development standards, the development of this area shall follow the regulation of the Town Little Elm's Code of Ordinances in general, and more specifically Chapter 106 - Zoning Ordinance, Chapter 107 - Subdivision Ordinance, and Chapter 86 – Sign Ordinance, as they exist, or may be amended, at the time of development.

#### **GENERAL CONDITIONS FOR PD:**

##### **1. BASE ZONING DISTRICT**

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

##### **2. USE REGULATIONS**

All permitted uses in the Light Commercial (LC) district shall be allowed with the same provisions and restrictions.

##### **3. LOT REGULATIONS**

Front yard setbacks, side yard setbacks, rear yard setbacks, building height, maximum floor area, lot width, lot area, and lot coverage shall be in accordance with the Zoning Ordinance, reference Sec. 106.03.03 - Zoning districts—non-residential/commercial/industrial, (e) LC Light Commercial District. unless otherwise specified here in.

- **Building 1** may have awning to overhang into the setback.

##### **4. ARCHITECTURAL STANDARDS**

Architectural and building design standards shall be in accordance with the Zoning Ordinance, Division 1. - Exterior Construction and Architectural Design Standards reference commercial structures.

## 5. LANDSCAPING STANDARDS

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

Dumpster Requirements.

- Dumpsters. **Lot 2A, Block 1** may share a double dumpster located as shown on the Site Plan.

## 6. PARKING STANDARDS

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

Parking Ratio Requirements.

- **Lot 2A, Block 1, shall** provide 1 parking space per 200 square feet of floor area for all uses.

Parking Size

- **Lot 2A, Block 1 shall** provide parking size as 9'X20' along front and rear of building 1 & east of building 2 to meet required landscape island.

## 7. SIGN STANDARDS

All provisions within Chapter 86 – Sign Ordinance shall be met.

## 8. FIRE

All provisions per 2018 IFC guidelines met except as specified below.

- **Lot 2A, Block 1 shall** have 26-foot fire lane on one side and rest of them as 24 feet.

**Deviation from code:**

- 1) Request to consider required parking ratio as 1:200 considering we have multitenant use with over 15,000 SF of building area.
- 2) Request to allow parking size as 9'X20' along front & rear of building 1 & along the east of building 2, to meet required landscaping islands.
- 3) Request a waiver for the awning to overhang into the setback.
- 4) Request a variance regarding the fire lane dimension,

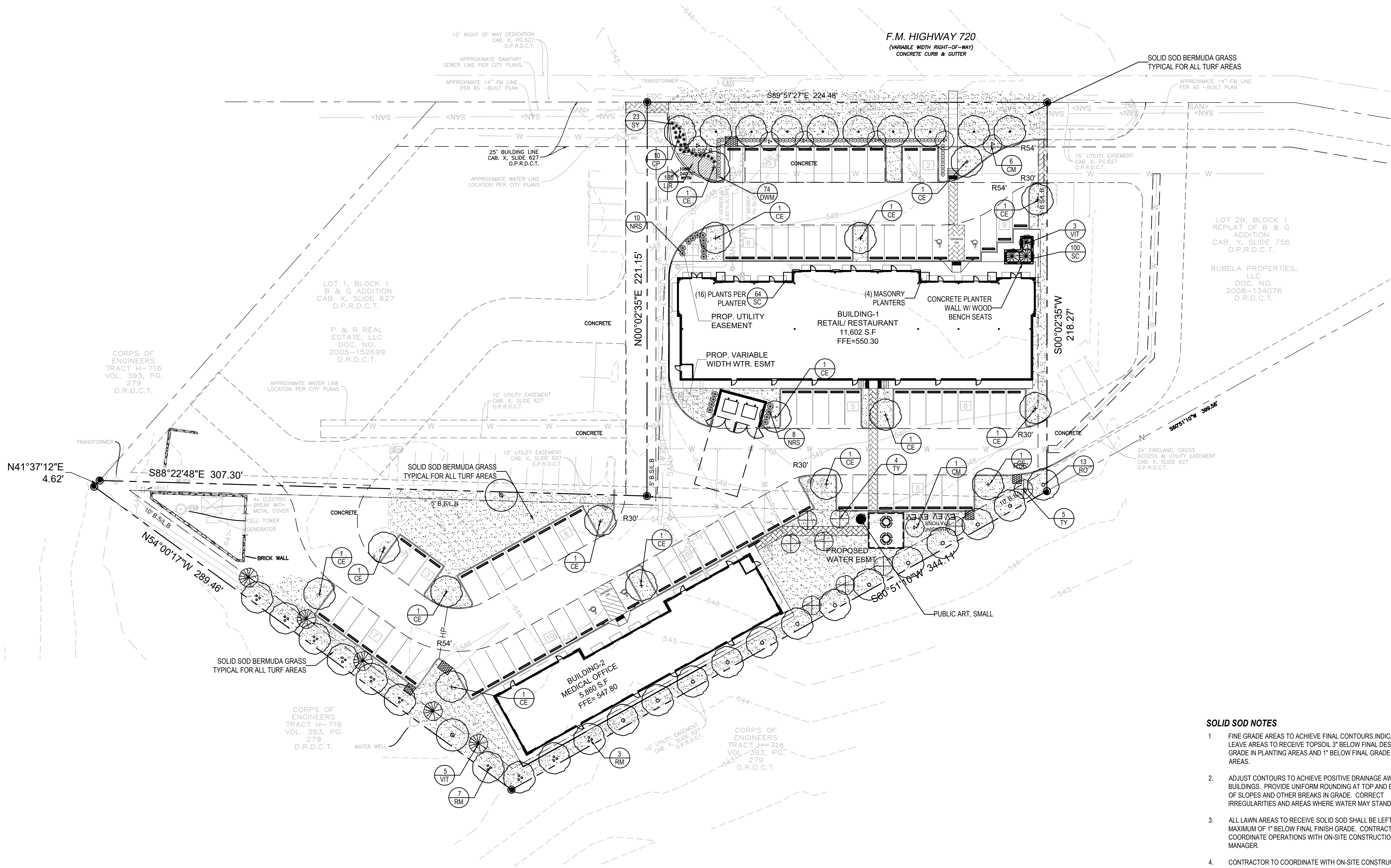
**Variance request**

<b>Ordinance</b>	<b>section</b>	<b>category</b>	<b>required</b>	<b>requested</b>	<b>Reason for request</b>
Chapter 106 Article VI Site dev standards Div 4. parking, stacking & loading standards	Section 106.06.415 (c) off street parking	Parking requirements per land use	1 :100	Request to consider 1:200 considering we have multitenant use with over 15,000 SF	Due to site constraint.
Chapter 106 Article VI Site dev standards Div 4. parking, stacking & loading standards	Section 106.06.41 (c) parking Design (1) dimension	Parking dimension	10'X20'	Request to allow 9'X20'	In order to meet the required landscape islands.
Chapter 106 Article III Zoning Districts- Nonresidential/ Commercial/industrial	Section 106.03.03 (e) Note 2	Side yard setback.	There shall be a side yard of not less than 5'.	Request to have a small portion of awning to overhang into the setback	To ensure adequate width is provided on the west side of building 1, has to shift it to east which resulted in awning to overhang into the setback.
Chapter 106.06.44 Article VI (b)(2) & 2018 IFC guide	Page 8 of IFC FM guide.	Fire lane dimension	26' fire lane when structure is greater than 2 stories in height/ when structure is greater than 30'.	Request a variance regarding the dimension, we propose 24-foot fire lane around with a 26-foot fire lane on one side to ensure adequate access.	Due to site constraint.

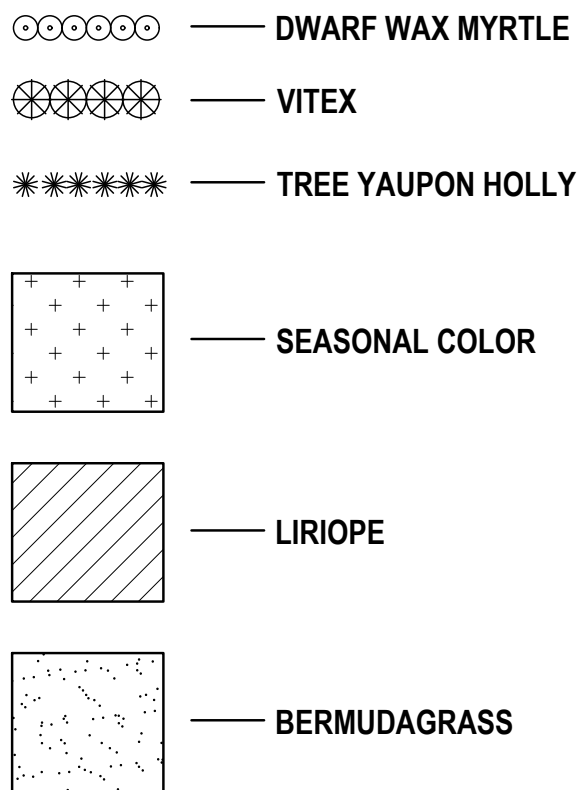
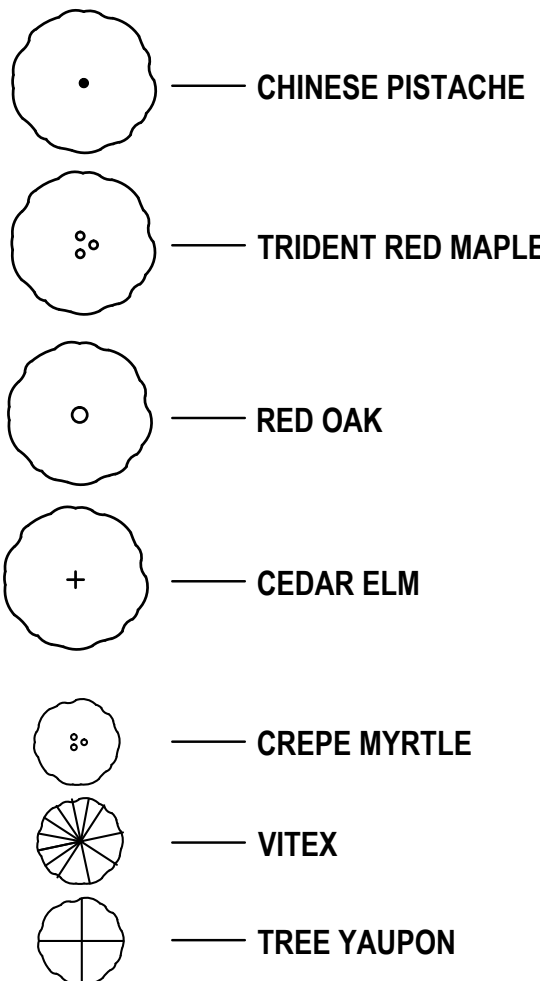
**Exhibit C**  
Development Plans







PLANT SYMBOLS:



PLANT MATERIAL SCHEDULE

TREES					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
CP	10	Chinese Pistache	<i>Pistachia chinensis</i>	4" cal.	container, 12' ht., 5' spread, 6' clear straight trunk
RM	10	Trident Red Maple	<i>Acer rubrum 'Trident'</i>	4" cal.	B&B, 12' ht., 4" spread, 5' clear straight trunk
RO	13	Red Oak	<i>Quercus shumardii</i>	4" cal.	container, 12' ht., 5' spread, 6' clear straight trunk
CE	16	Cedar Elm	<i>Ulmus crassifolia</i>	4" cal.	container, 12' ht., 5' spread, 6' clear straight trunk
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
CM	7	Crepe Myrtle	<i>Lagerstroemia indica</i>	3" cal.	container, 10' ht., 5' spread, 3 trunks
VIT	8	Vitex	<i>Vitex angust-castus</i>	3" cal.	container grown, 10' ht., 4" spread, 3 trunks
TY	9	Yaupon Holly- Tree form	<i>Ilex vomitoria</i>	3" cal.	B&B, container grown, 10' ht.
SHRUBS					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
DWM	74	Dwarf Wax Myrtle	<i>Myrica Pusilla</i>	7 gal.	container, 36" ht, 24" spread
NRS	18	Nellie R. Stevens	<i>Ilex x 'Nellie R. Stevens</i>	7 gal.	container, 36" ht., 24" spread
SY	23	Soft Leaf Yucca	<i>Yucca recurvifolia</i>	5 gal.	container, 24" ht., 20" spread
GROUNDCOVERS					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
SC	164	Seasonal Color	<i>Liriope muscari</i>	4" pots	selection by owner, 10" o.c.
LIR	180	Liriope	<i>Cynodon dactylon '419'</i>	4" pots	container full, well rooted
		'419' Bermudagrass			solid sod refer to notes

NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be matching within varieties.

LANDSCAPE NOTES

- CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
- CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.
- CONTRACTOR TO PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
- ALL PLANTING BEDS AND LAWN AREAS TO BE SEPARATED BY STEEL EDGING. NO STEEL TO BE INSTALLED ADJACENT TO SIDEWALKS OR CURBS.
- ALL LANDSCAPE AREAS TO BE 100% IRRIGATED WITH AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM AND SHALL INCLUDE RAIN AND FREEZE SENSORS.
- ALL LAWN AREAS TO BE SOLID SOD BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.

GENERAL LAWN NOTES

- FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED ON CIVIL PLANS.
- ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
- ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
- IMPORTED TOPSOIL SHALL BE NATURAL, FRIABLE SOIL FROM THE REGION, KNOWN AS BOTTOM AND SOIL, FREE FROM LUMPS, CLAY, TOXIC SUBSTANCES, ROOTS, DEBRIS, VEGETATION, STONES, CONTAINING NO SALT AND BLACK TO BROWN IN COLOR.
- ALL LAWN AREAS TO BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED, AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR ARCHITECT PRIOR TO INSTALLATION.
- ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLOUDS, STICKS, CONCRETE SPOILS, ETC. SHALL BE REMOVED PRIOR TO PLACING TOPSOIL AND ANY LAWN INSTALLATION
- CONTRACTOR SHALL PROVIDE (1") ONE INCH OF IMPORTED TOPSOIL ON ALL AREAS TO RECEIVE LAWN.

LANDSCAPE TABULATIONS

SITE TREE REQUIREMENTS

Requirements: 10% of gross vehicular area to be landscaped.  
(1) tree per 400 s.f. of required landscaped area.  
Total Area: (94,046 s.f.)  
Vehicular Area: (39,272 s.f.)

Required 3,928 s.f. (10%)	Provided 23,099 s.f. (59%)
Required (11) trees	Provided (11) trees

PARKING LOT

Requirement: All parking spaces must be located within 70' of large canopy tree. One (1) tree per island and One island for every (10) spots.  
Provided

PERIMETER LANDSCAPE REQUIREMENTS

Requirements- Vehicular screening is required from public R.O.W and abutting properties.  
Provided

Public R.O.W. Frontage- (225 l.f.) 1 large tree per 20 l.f. of street frontage

Required 11 trees	Provided 11 proposed trees- 4" cal.
----------------------	--

Landscape buffers between properties- 537 l.f.  
1 large tree per 25 l.f. and 3 ornamental per 5 large trees required in perimeter buffer areas.

Required: (22) trees (13) ornamental trees	Provided: (23) trees + (3) existing trees to remain (17) ornamental trees
--	---

Perimeter vehicular screening provided with 36" ht. evergreen shrubs  
Provided

LANDSCAPE DESIGN OPTIONS

25 POINTS REQUIRED

Enhanced Hardscape (crosswalks are concrete pavers and entranceway) - 5 points  
Enhanced Landscaping (entry way of development)- 5 points  
Enhanced site canopy - 5 points  
Masonry Planters w Irrigation (4 min.) - 5 points  
Public Art, Small - 5 points

Total points = 25.00

FOUNDATION PLANTING

In place of foundation planting the following is proposed  
Covered Seating Area w/  
2 tables  
1 metal trash receptacles

LANDSCAPE ARCHITECT  
STUDIO GREEN SPOT, INC.  
1782 W. McDERMOTT DR.  
ALLEN, TEXAS 75013  
(469) 369-4448  
CHRIS@STUDIOGREENSPOT.COM



MEDICAL OFFICE/RETAIL

FM HIGHWAY 720  
LITTLE ELM, TEXAS

ISSUE:

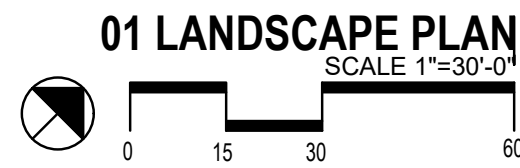
FOR APPROVAL 10.18.2024  
CITY COMMENTS 11.15.2024  
CITY COMMENTS 12.09.2024

DATE:  
12.09.2024

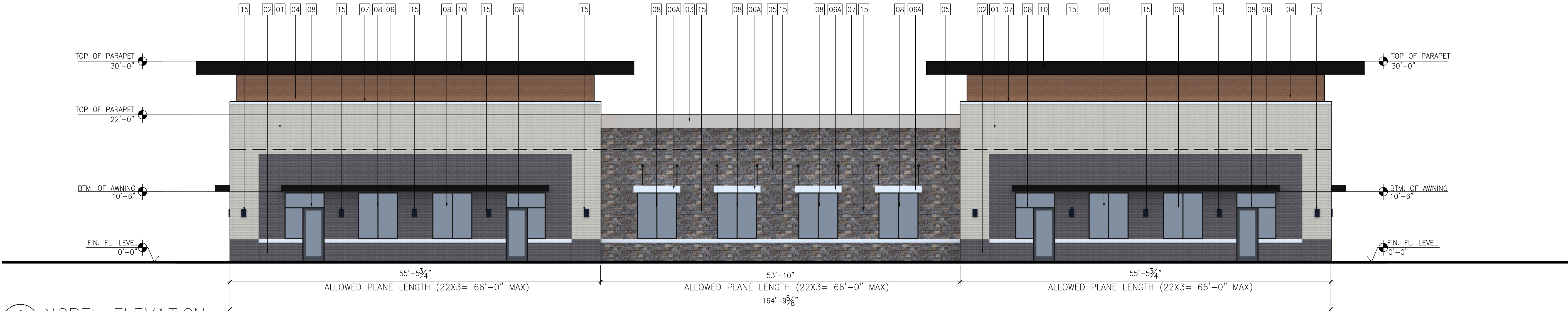
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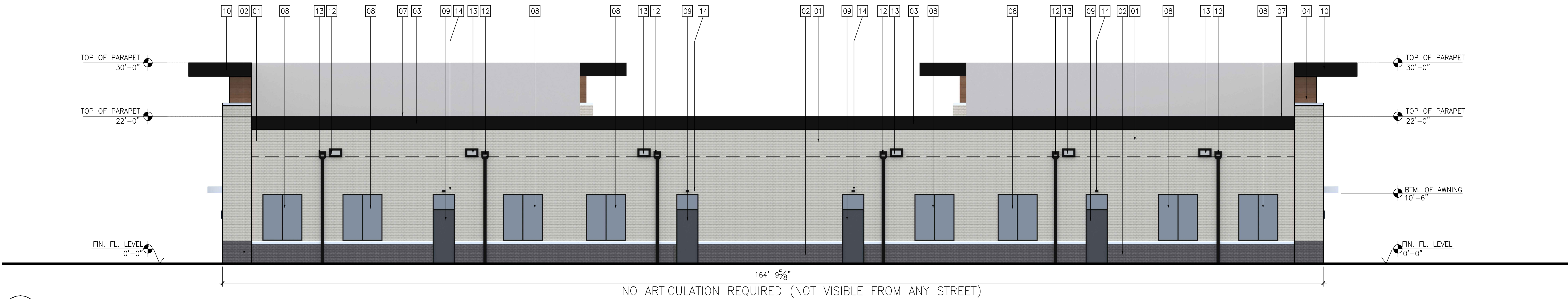
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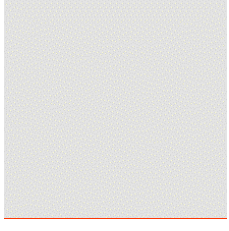




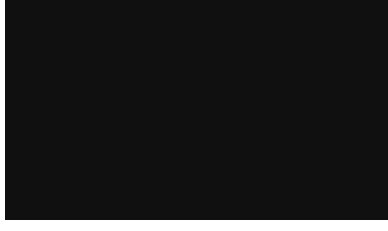
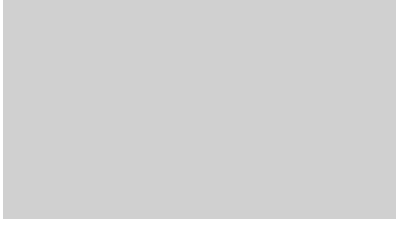


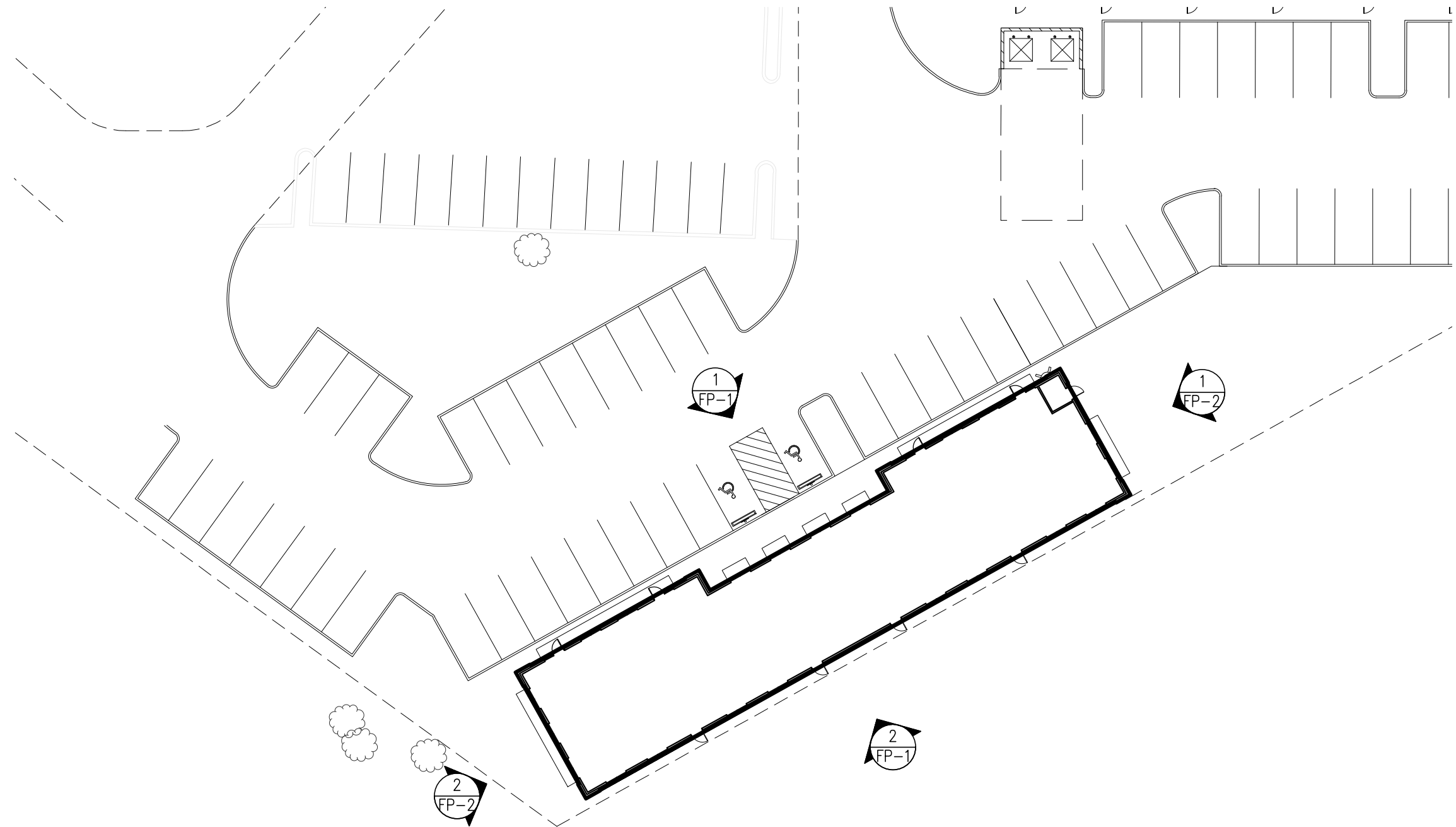
1 NORTH ELEVATION  
SCALE: 1/8"=1'-0"



2 SOUTH ELEVATION  
SCALE: 1/8"=1'-0"

	NORTH	SOUTH	EAST	WEST
TOTAL FACADE AREA	4536 SF	3707 SF	1158 SF	1158 SF
DOOR AREA	104 SF	140 SF	35 SF	0 SF
GLAZING & WINDOWS AREA	442 SF	336 SF	126 SF	126 SF
NET WALL CONSTRUCTION	3990 SF	3231 SF	997 SF	1032 SF
GROUP A	3188 SF (80%)	2854 SF (88%)	755 SF (76%)	790 SF (76%)
BRICK AREA	2280 SF (57%)	2854 SF (88%)	440 SF (44%)	440 SF (43%)
STONE AREA	908 SF (23%)	-	315 SF (32%)	350 SF (33%)
GROUP B	536 SF (13%)	339 SF (10%)	145 SF (14%)	145 SF (14%)
STUCCO AREA	108 SF (2%)	312 SF (09%)	-	-
NICHIHA ACCENT WOOD PANEL	428 SF (11%)	27 SF (01%)	145 SF (14%)	145 SF (14%)
GROUP C				
METAL FASCIA PANEL	266 SF (7%)	38 SF (2%)	97 SF (10%)	97 SF (10%)

FINISHES:							
							
STUCCO PLASTER COLOR: SW-6252	MANUFACTURED STONE AMALFI LEDGE-POMPEII	NICHIHA VINTAGEWOOD REDWOOD	BRICK VENEER -BY ACME BRICK SIZE: KING SIZE BRICK COLOR: WHITE BIRCH	BRICK VENEER -BY ACME BRICK SIZE: KING SIZE BRICK COLOR: BLACK RIVER	COLOR: MBCI, MIDNIGHT BLACK CANTILEVERED ALUM. AWNINGS INSULATED MTL DOORS	COLOR: MBCI, SNOW WHITE CANTILEVERED ALUM. AWNINGS INSULATED MTL DOORS	



3 SITE KEY PLAN  
SCALE: NOT TO SCALE

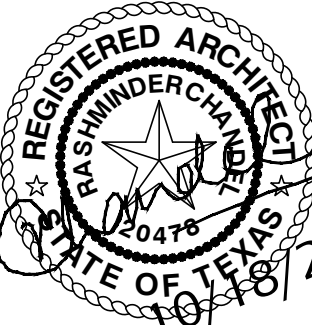
ELEVATION MATERIAL KEY	
01	BRICK VENEER-1 COLOR: WHITE BIRCH BY ACME BRICK
02	BRICK VENEER-1 COLOR: BLACK RIVER BY ACME BRICK
03	3 STEP STUCCO COLOR: EQUAL TO SHERWIN WILLIAMS SW-6252 ICE CUBE
04	ACCENT WOOD LOOK WALL & SOFFIT PANELS COLOR: EQUAL TO NICHIHA VINTAGEWOOD, REDWOOD
05	MANUFACTURE STONE COLOR: POMPEII BY AMALFI LEDGE
06	CANTILEVER STRAIGHT ALUMINUM AWNING COLOR: EQUAL TO MBCI MIDNIGHT BLACK
06-A	ALUMINUM AWNING WITH HANG RODS & ESCUTCHION COLOR: EQUAL TO MBCI SNOW WHITE
07	PRE-FINISHED METAL COPING COLOR: MATCH TO SW-6990
08	ANODIZED ALUMINUM STOREFRONT/WINDOW WITH 1" INSULATED CLEAR GLASS U- VALUE (0.29) S.H.G.C (0.25) COLOR: EQUAL TO KAWNEER BLACK REFER TO A9.0 FOR ELEVATIONS (SUBMIT SHOP DRAWINGS BEFORE FABRICATION)
09	INSULATED HOLLOW METAL DOOR PAINT: SHERWIN WILLIAMS, SW-9162 AFRICAN GRAY
10	METAL SOFFIT & FASCIA PANEL SYSTEM BERRIDGE FLUSH SEAM, B-6, VEE-PANEL, FW-12, THIN-LINE
11	STANDING SEAM METAL ROOF BERRIDGE TEE PANEL ROOF PANEL SYSTEM COLOR: BERRIDGE MATT BLOCK
12	6" SQ. DOWNSPOUT (TYPICAL) COLOR: PAINTED TO MATCH SW-6252 ICE CUBE
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14	EXTERIOR WALL PACK ABOVE REAR DOORS (TYPICAL)
15	EXTERIOR DECORATIVE WALL SCONCES
16	ROOF LINE BEYOND ( SHOWN DASHED )
17	FUTURE ROOF TOP UNIT LOCATIONS BEYOND
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NOTE: CONTRACTOR SHALL OBTAIN CITY APPROVED COLORED FACADE PLANS FOR REFERENCE OF VARIOUS MATERIALS & COLORS DURING CONSTRUCTION FROM ARCHITECT.	

MEDICAL OFFICE BUILDING ( ELEVATION EXHIBIT )  
RETAIL/RESTAURANT & MEDICAL OFFICE DEVELOPMENT

ADJ. TO E. ELDORADO PRKY., TOWN OF LITTLE ELM,  
DENTON COUNTY, TEXAS-75068  
LOT 2A, BLOCK-1, REPLAT OF B & G ADDITION

DATE OF PREPARATION : 10/18/2024

OWNER/DEVELOPER	#	REVISION DATE
CONTACT: VISHNU REDDY Cell: (225)810-1840 Email: rvishnureddy@yahoo.com	1	11/18/2024



10/18/2024

rashmi C Inc.

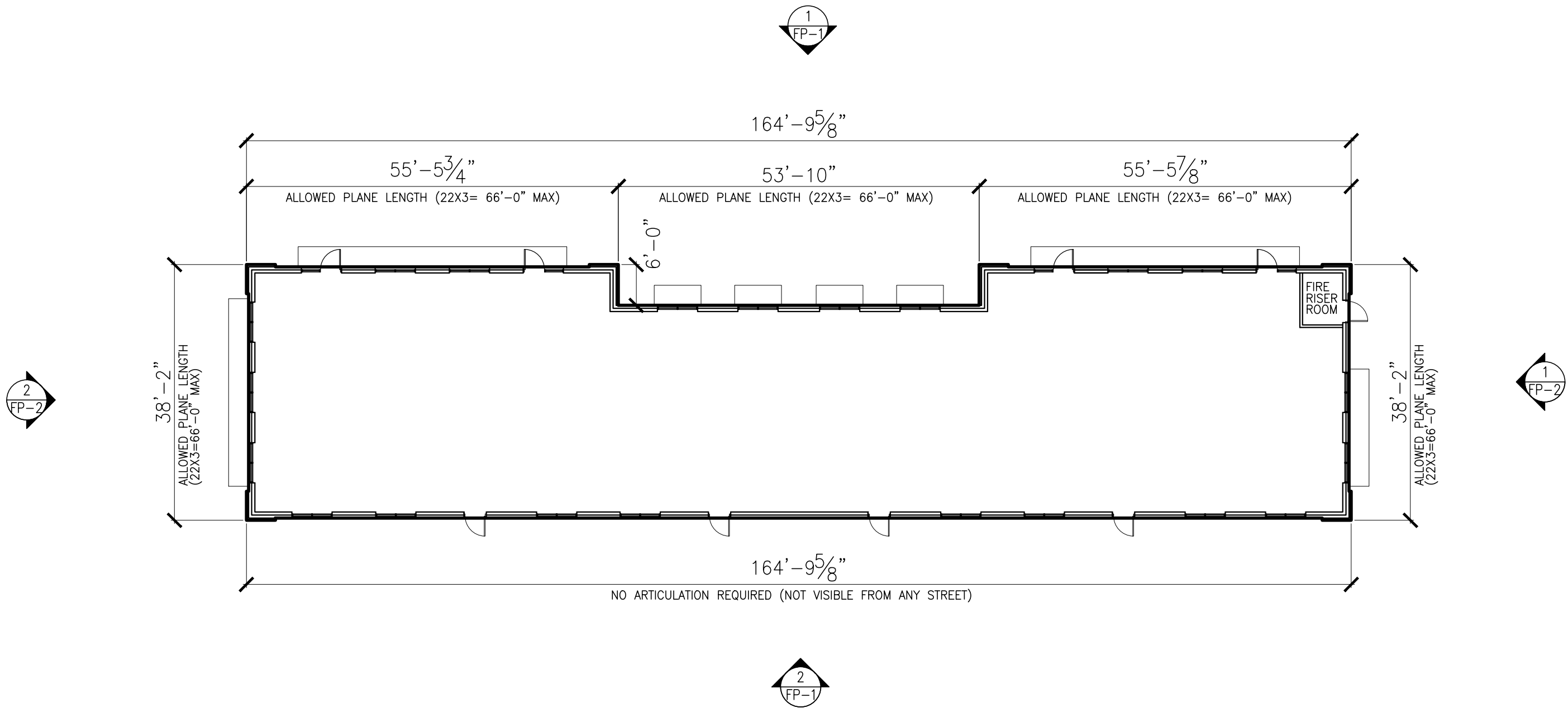
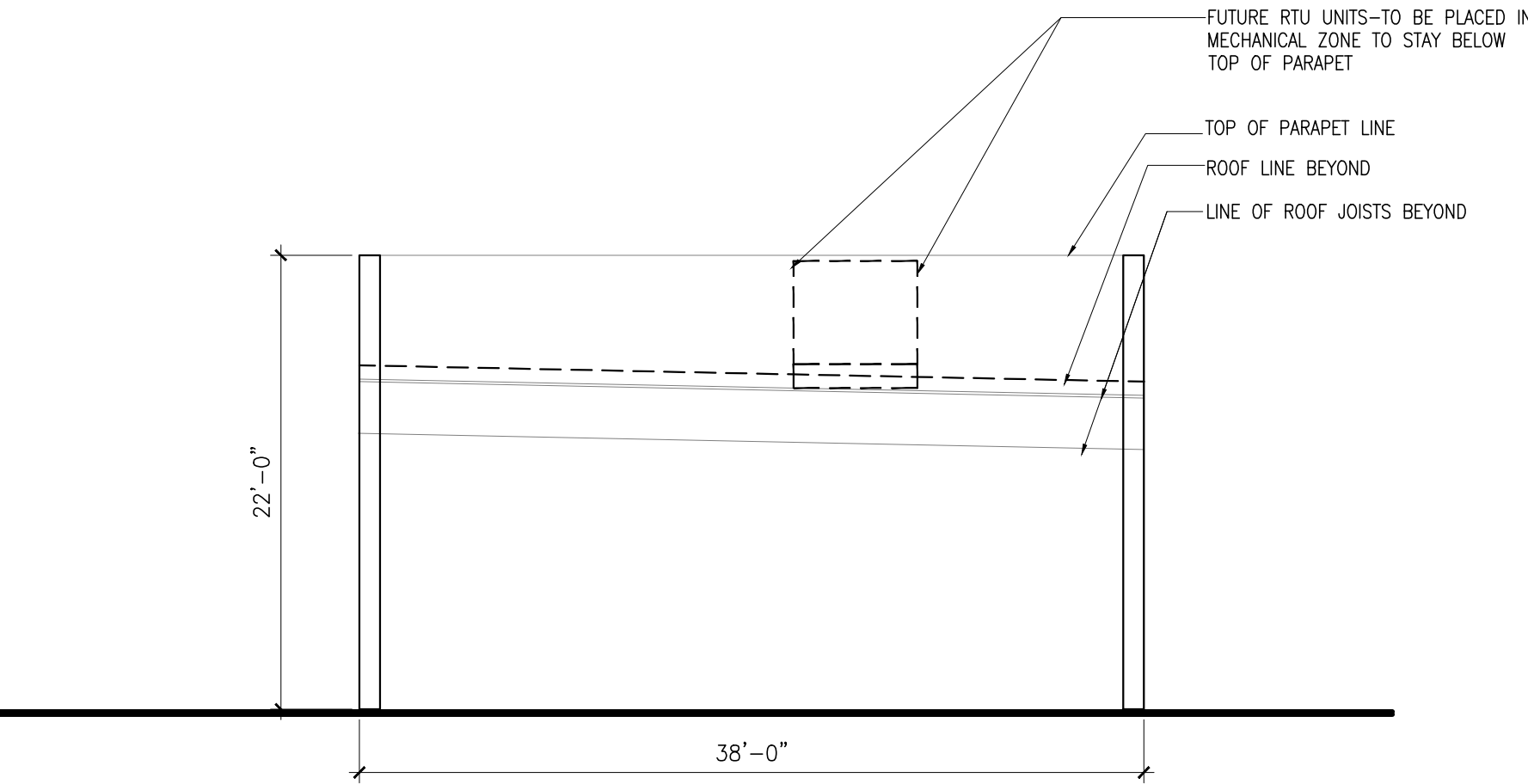
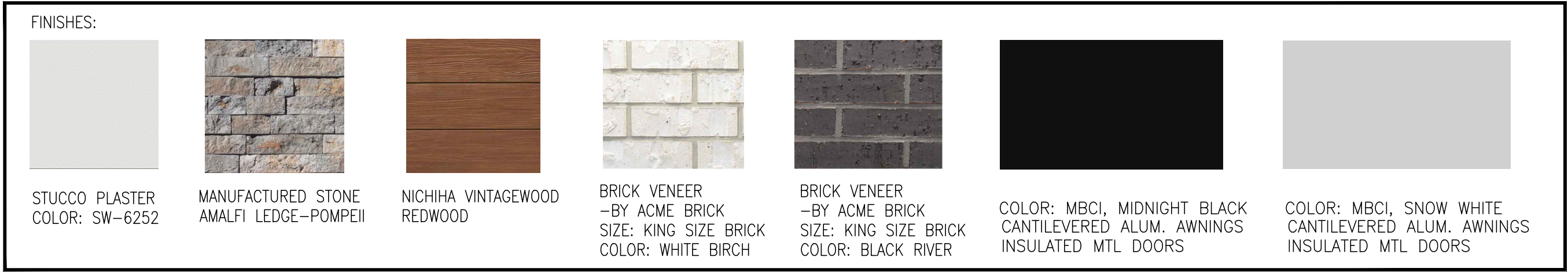
ARCHITECTURE. PLANNING. INTERIORS  
4117 OLD PLEASANT RIDGE RD. ARLINGTON, TX-76016  
CONTACT: RASHMINDER CHANDEL  
PH. NO. (817) 891-7918 EMAIL: rashmi@rashmic.com

SHEET NO.  
FP-1





	NORTH	SOUTH	EAST	WEST
TOTAL FACADE AREA	4536 SF	3707 SF	1158 SF	1158 SF
DOOR AREA	104 SF	140 SF	35 SF	0 SF
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MEDICAL OFFICE BUILDING ( ELEVATION EXHIBIT )

RETAIL/RESTAURANT & MEDICAL OFFICE DEVELOPMENT

ADJ. TO E. ELDORADO PRKY, TOWN OF LITTLE ELM,  
DENTON COUNTY, TEXAS-75068

LOT 2A, BLOCK-1, REPLAT OF B & G ADDITION

DATE OF PREPARATION : 10/18/2024

OWNER/DEVELOPER

#

REVISION DATE

CONTACT: VISHNU REDDY  
Cell: (225)810-1840  
Email: rvishnureddy@yahoo.com

1

11/18/2024

REGISTERED ARCHITECT

RASHMINDER CHANDEL

2019

STATE OF TEXAS

10/18/2024

rashmi C Inc.

ARCHITECTURE. PLANNING. INTERIORS

4117 OLD PLEASANT RIDGE RD. ARLINGTON, TX-76016

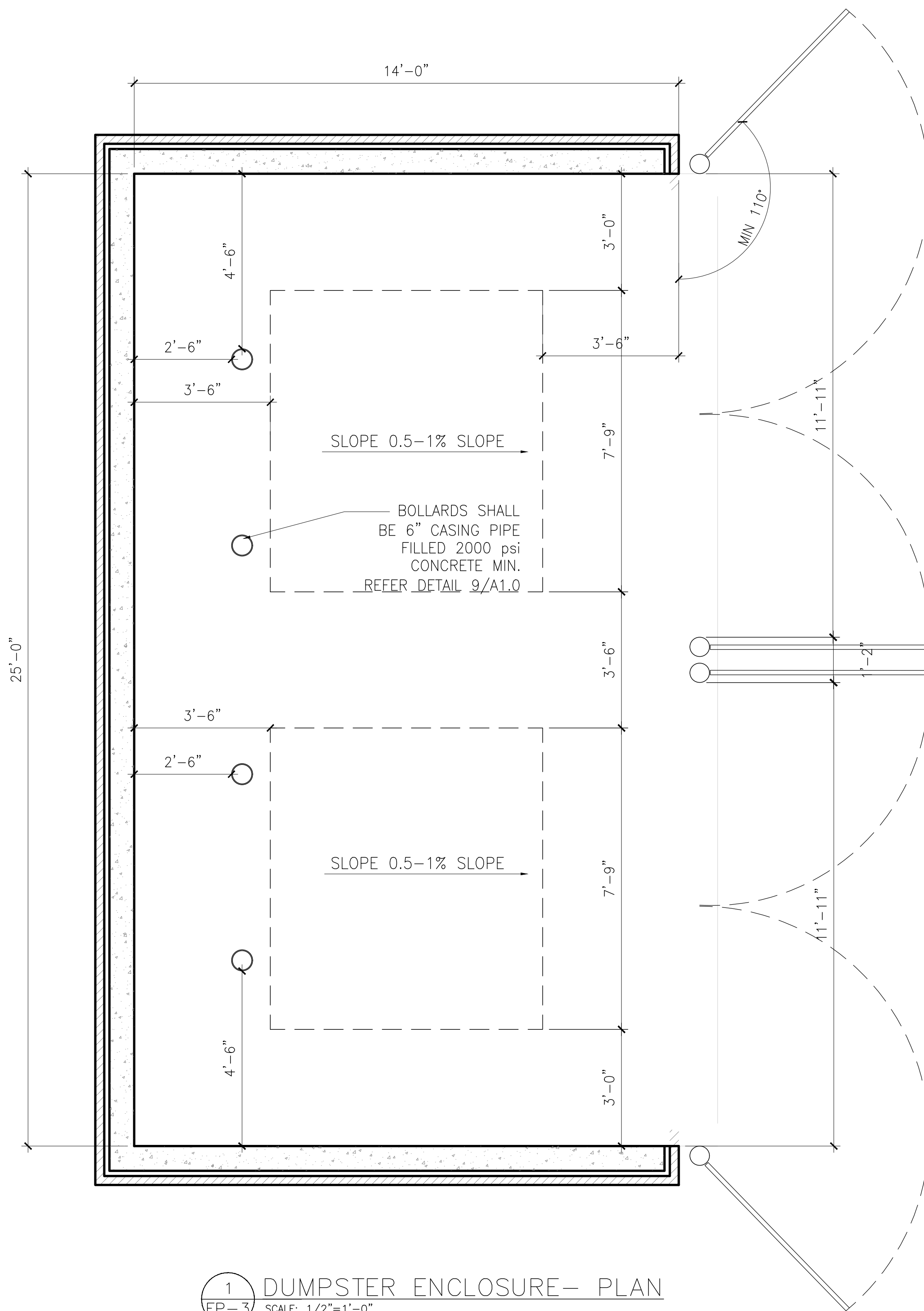
CONTACT: RASHMINDER CHANDEL

PH. NO. (817) 891-7918 EMAIL: rashmi@rashmic.com

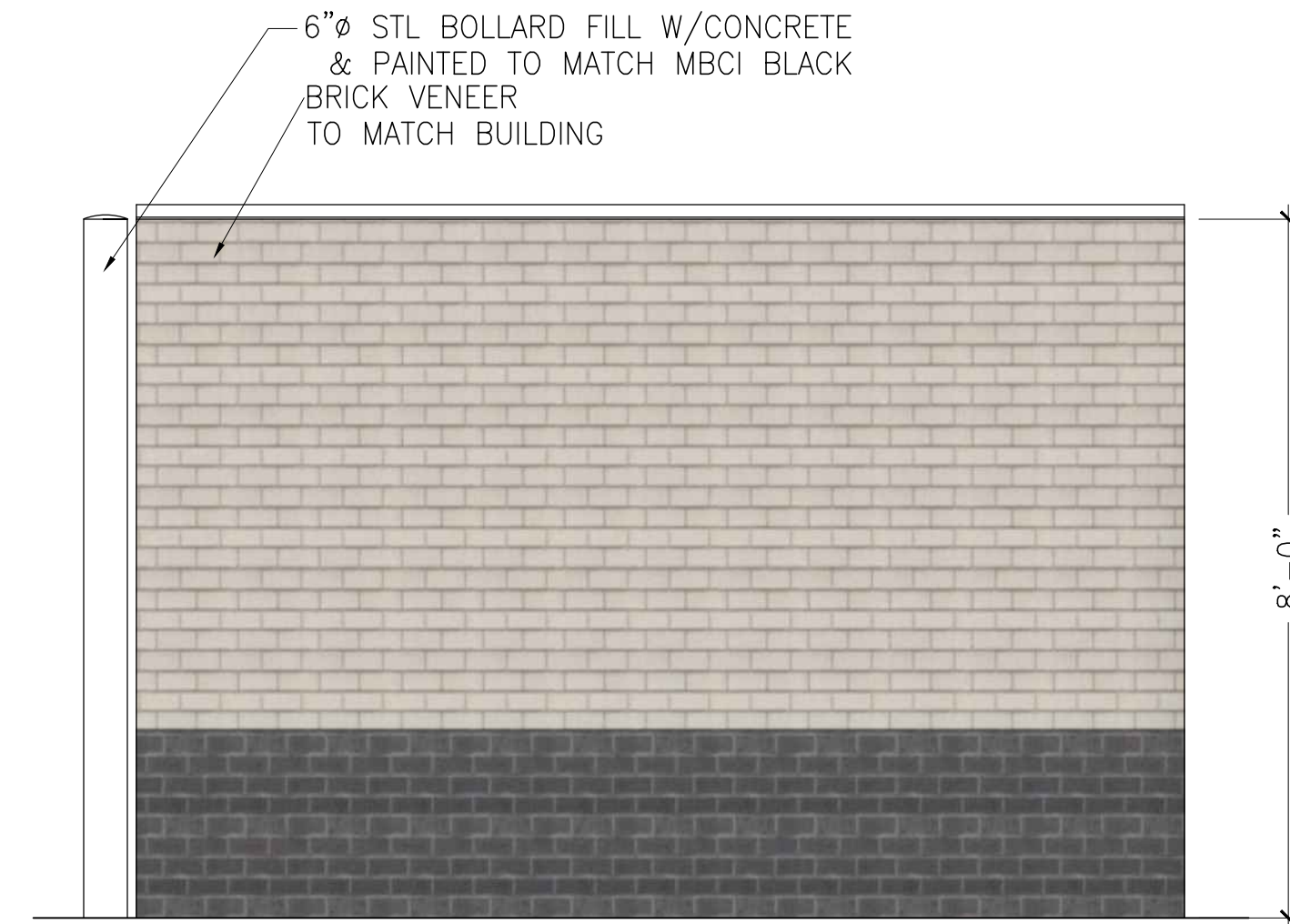
SHEET NO.

FP-2

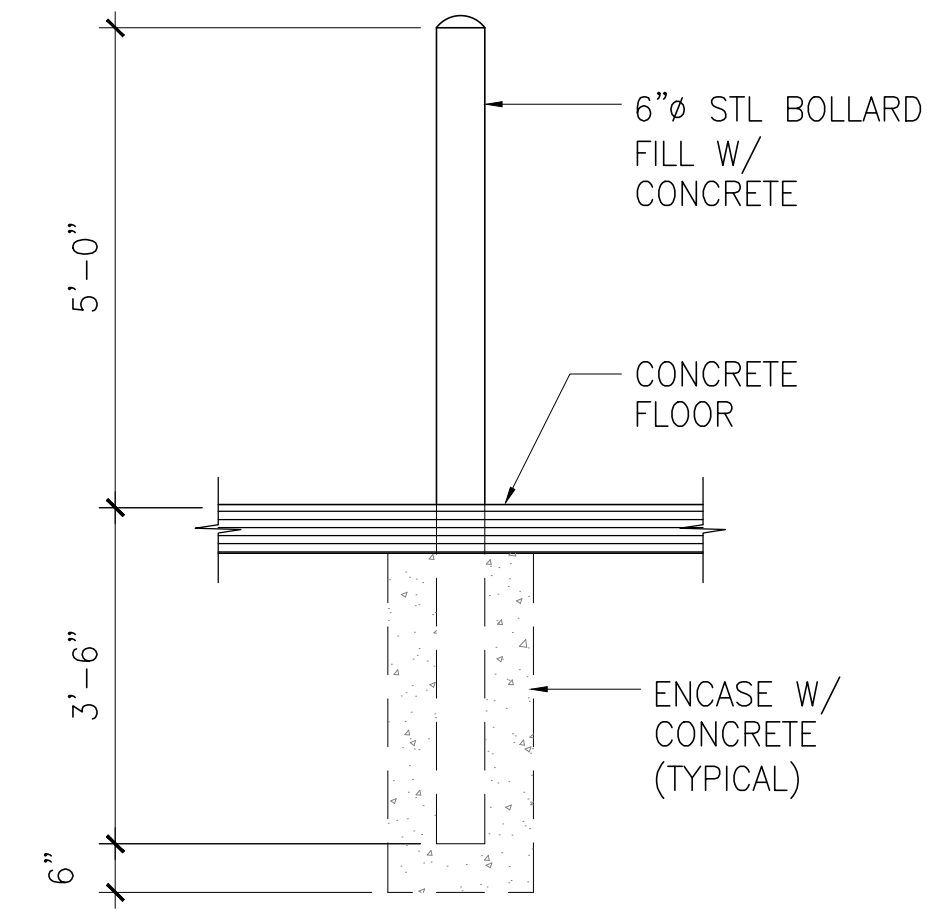




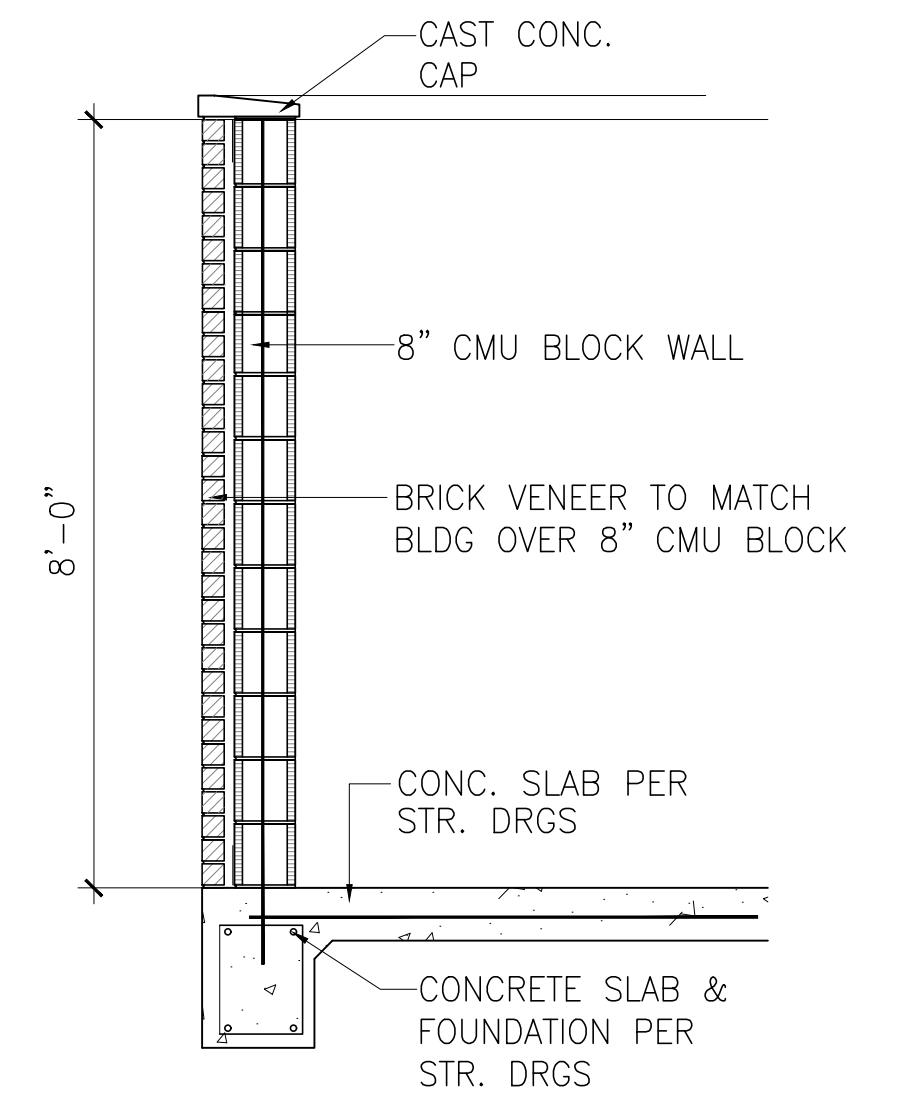
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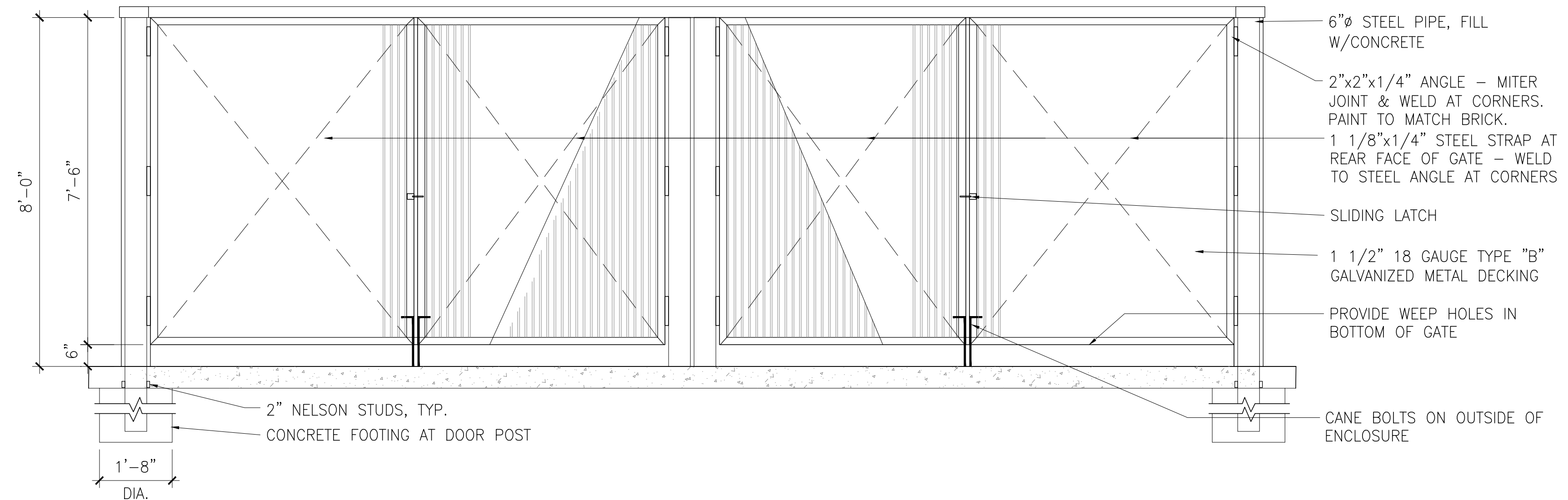
2 DUMPSTER ENCLOSURE— SIDE ELEVATION  
FP-3 SCALE: 1/2"=1'-0"



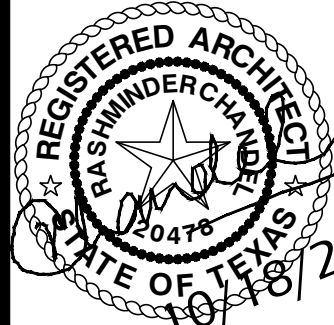
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FP-3 SCALE: 1/2"=1'-0"



5 DUMPSTER ENCLOSURE— WALL SECTION  
FP-3 SCALE: 1/2"=1'-0"



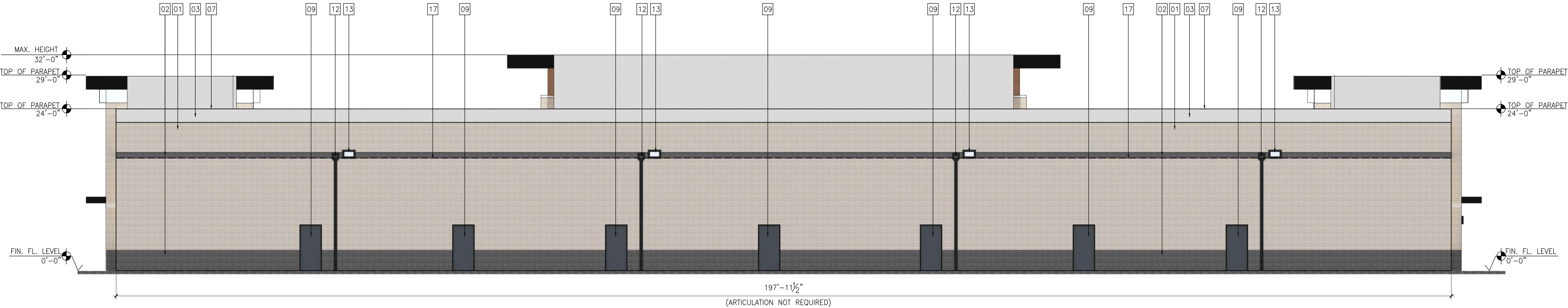
3 DUMPSTER ENCLOSURE—FRONT ELEVATION  
FP-3 SCALE: 1/2"=1'-0"

MEDICAL OFFICE BUILDING ( ELEVATION EXHIBIT )		
RETAIL/RESTAURANT & MEDICAL OFFICE DEVELOPMENT		
ADJ. TO E. ELDORADO PRKY, TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS-75068 LOT 2A, BLOCK-1, REPLAT OF B & G ADDITION		
DATE OF PREPARATION :10/18/2024		
OWNER/DEVELOPER	#	REVISION DATE
CONTACT: VISHNU REDDY Cell: (225)810-1840 Email: rvishnureddy@yahoo.com	1	11/18/2024
<div><div>rashmi C Inc.</div><div>ARCHITECTURE. PLANNING. INTERIORS</div><div>4117 OLD PLEASANT RIDGE RD. ARLINGTON, TX-76016</div><div>CONTACT: RASHMINDER CHANDEL</div><div>PH. NO. (817) 891-7918 EMAIL: rashmi@rashmic.com</div></div>		<div><div>SHEET NO.</div><div>FP-3</div></div>



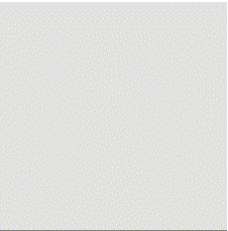





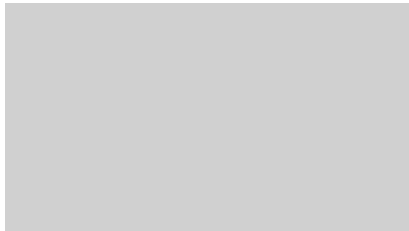


1 NORTH ELEVATION  
FP-1 SCALE: 1/8"=1'-0"

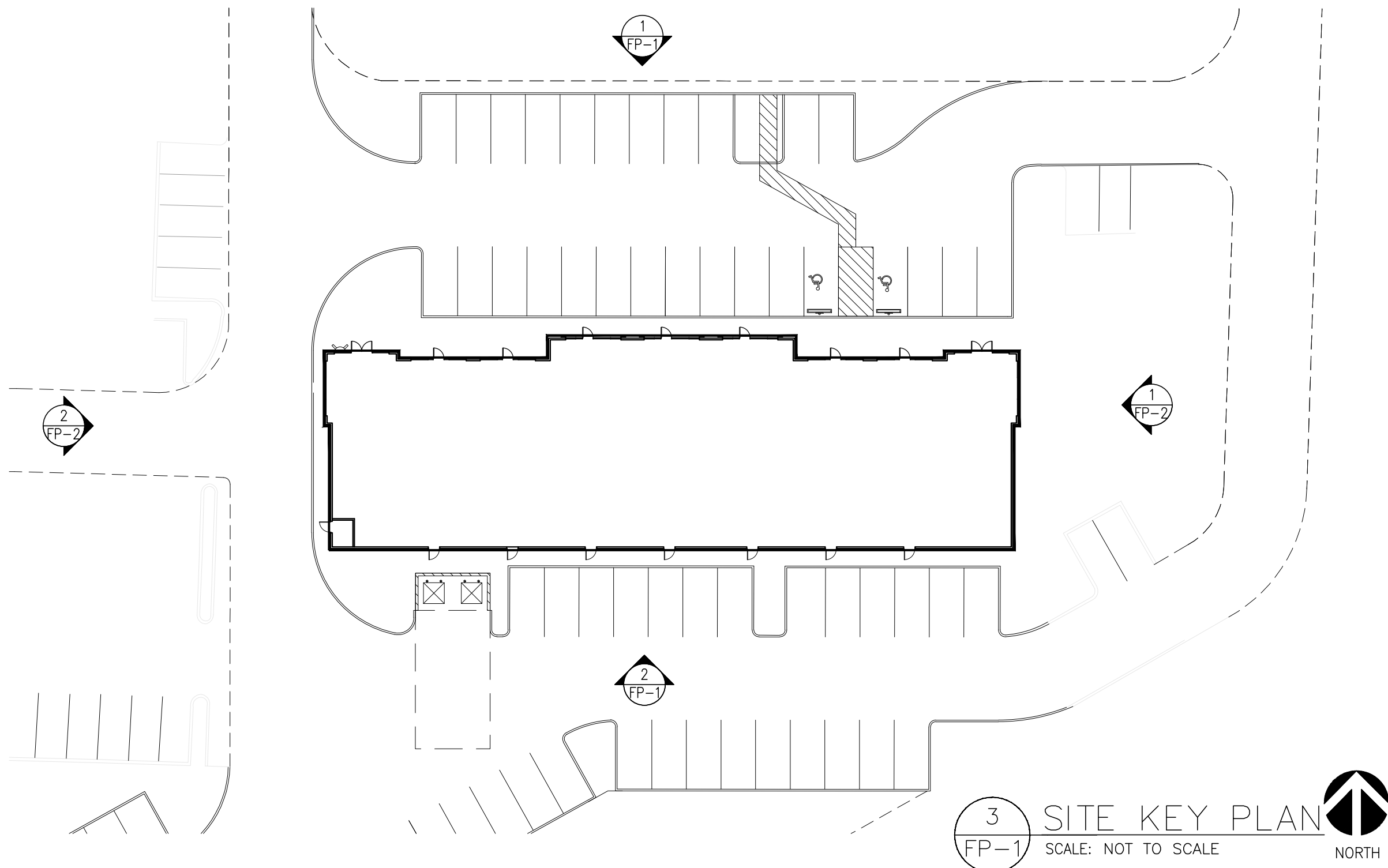


2 SOUTH ELEVATION  
FP-1 SCALE: 1/8"=1'-0"

	NORTH	SOUTH	EAST	WEST
TOTAL FACADE AREA	5659 SF	4750 SF	1508 SF	1508 SF
DOOR AREA	275 SF	161 SF	23 SF	0 SF
GLAZING & WINDOWS AREA	1377 SF	0 SF	222 SF	222 SF
NET WALL CONSTRUCTION	4007 SF	4589 SF	1263 SF	1286 SF
GROUP A	3133 SF (80%)	4193 SF (91%)	1102 SF (87%)	1125 SF (91%)
BRICK AREA	1888 SF (48%)	4193 SF (91%)	1102 SF (87%)	1125 SF (87%)
STONE AREA	1245 SF (32%)	-	-	-
GROUP B	548 SF (12%)	396 SF (09%)	102 SF (08%)	102 SF (08%)
STUCCO AREA	266 SF (6%)	396 SF (09%)	47 SF (04%)	47 SF (04%)
NICHIHA ACCENT WOOD PANEL	282 SF (6%)	-	55 SF (04%)	55 SF (04%)
GROUP C				
METAL FASCIA PANEL	325 SF (8%)	-	59 SF (05%)	59 SF (05%)

FINISHES:						
						
STUCCO PLASTER COLOR: SW-6252	MANUFACTURED STONE AMALFI LEDGE-POMPEII	NICHIHA VINTAGEWOOD REDWOOD	BRICK VENEER -BY ACME BRICK SIZE: KING SIZE BRICK COLOR: WHITE BIRCH	BRICK VENEER -BY ACME BRICK SIZE: KING SIZE BRICK COLOR: BLACK RIVER	COLOR: MBCI, MIDNIGHT BLACK CANTILEVERED ALUM. AWNINGS INSULATED MTL DOORS	COLOR: MBCI, SNOW WHITE CANTILEVERED ALUM. AWNINGS INSULATED MTL DOORS

ELEVATION MATERIAL KEY	
01	BRICK VENEER-1 COLOR: WHITE BIRCH BY ACME BRICK
02	BRICK VENEER-1 COLOR: BLACK RIVER BY ACME BRICK
03	3 STEP STUCCO COLOR: EQUAL TO SHERWIN WILLIAMS SW-6252 ICE CUBE
04	ACCENT WOOD LOOK WALL & SOFFIT PANELS COLOR: EQUAL TO NICHIHA VINTAGEWOOD, REDWOOD
05	MANUFACTURE STONE COLOR: POMPEII BY AMALFI LEDGE
06	CANTILEVER STRAIGHT ALUMINUM AWNING COLOR: EQUAL TO MBCI MIDNIGHT BLACK
06-A	ALUMINUM AWNING WITH HANG RODS & ESCUTCHION COLOR: EQUAL TO MBCI SNOW WHITE
07	PRE-FINISHED METAL COPING COLOR: MATCH TO SW-6990
08	ANODIZED ALUMINUM STOREFRONT SYSTEM WITH 1" INSULATED CLEAR GLASS U- VALUE (0.29) S.H.G.C (0.25) COLOR: EQUAL TO KAWNEER BLACK REFER TO A9.0 FOR ELEVATIONS (SUBMIT SHOP DRAWINGS BEFORE FABRICATION)
09	INSULATED HOLLOW METAL DOOR PAINT: SHERWIN WILLIAMS, SW-9162 AFRICAN GRAY
10	METAL SOFFIT & FASCIA PANEL SYSTEM BERRIDGE FLUSH SEAM, B-6, VEE-PANEL, FW-12, THIN-LINE
11	STANDING SEAM METAL ROOF BERRIDGE TEE PANEL ROOF PANEL SYSTEM COLOR: BERRIDGE MATT BLOCK
12	6" SQ. DOWNSPOUT (TYPICAL) COLOR: PAINTED TO MATCH SW-6252 ICE CUBE
13	12"x8" OVERFLOW ROOF SCUPPER (TYPICAL) COLOR: PAINTED TO MATCH SW-6252 ICE CUBE
14	EXTERIOR WALL PACK ABOVE REAR DOORS (TYPICAL)
15	EXTERIOR DECORATIVE WALL SCONCES
16	ROOF LINE BEYOND ( SHOWN DASHED )
17	FUTURE ROOF TOP UNIT LOCATIONS BEYOND
CITY OF LITTLE ELM STANDARD NOTES	
1. ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE 2. ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL OF DEVELOPMENT SERVICES DIRECTOR 3. WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING 4. ROOF ACCESS SHALL BE PROVIDED INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE CHIEF BUILDING OFFICIAL	
NOTE: CONTRACTOR SHALL OBTAIN CITY APPROVED COLORED FACADE PLANS FOR REFERENCE OF VARIOUS MATERIALS & COLORS DURING CONSTRUCTION FROM ARCHITECT.	



3 SITE KEY PLAN  
FP-1 SCALE: NOT TO SCALE

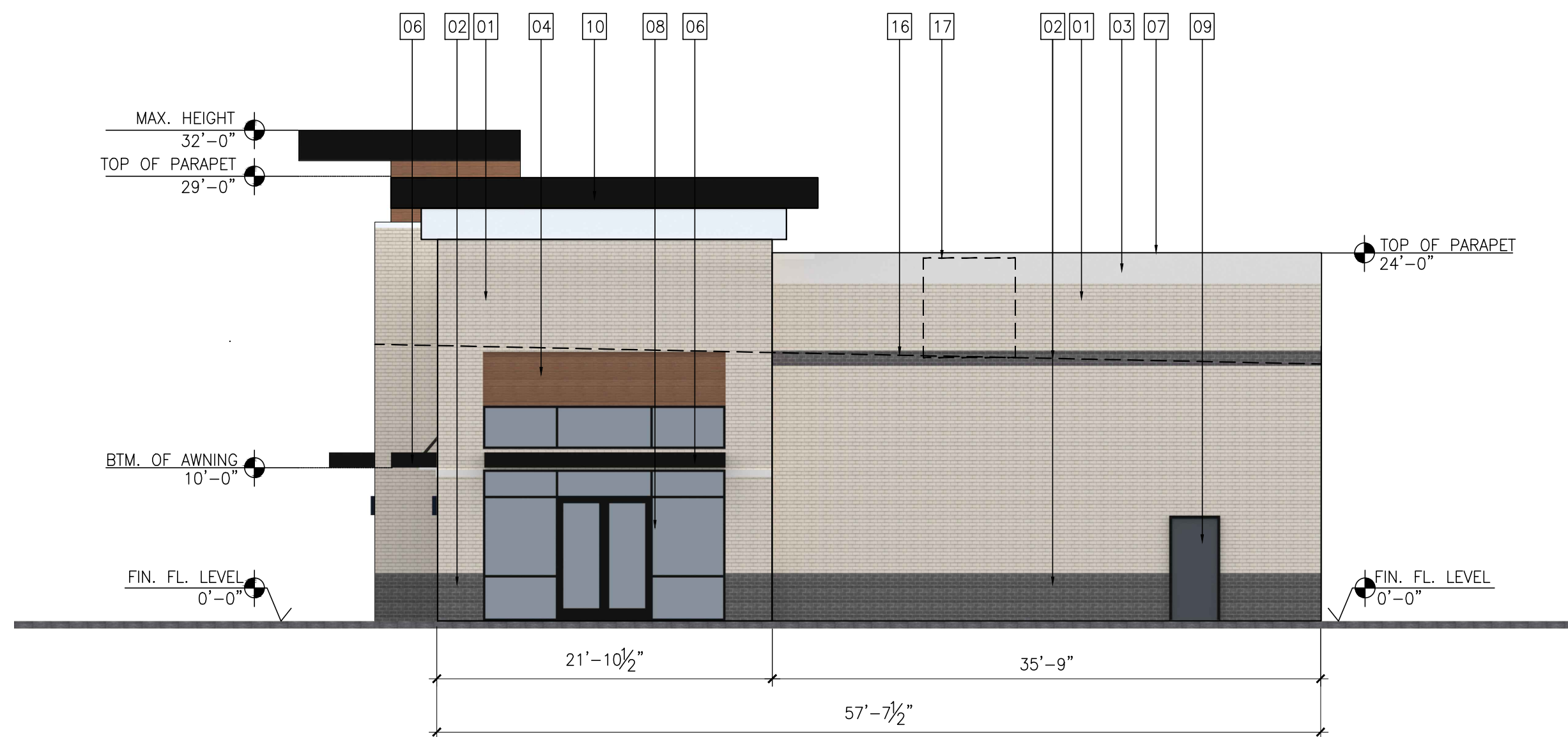
RETAIL/ RESTAURANT BUILDING (ELEVATION EXHIBIT)		
RETAIL/ RESTAURANT & MEDICAL OFFICE DEVELOPMENT		
ADJ. TO E. ELDORADO PRKY, TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS-75068 LOT 2A, BLOCK-1, REPLAT OF B & G ADDITION		
DATE OF PREPARATION : 10/18/2024		
OWNER/DEVELOPER	#	REVISION DATE
CONTACT: VISHNU REDDY Cell: (225)810-1840 Email: rvishnureddy@yahoo.com	1	11/18/2024
rashmi C Inc. ARCHITECTURE. PLANNING. INTERIORS 4117 OLD PLEASANT RIDGE RD. ARLINGTON, TX-76016 CONTACT: RASHMINDER CHANDEL PH. NO. (817) 891-7918 EMAIL: rashmi@rashmic.com		SHEET NO. FP-1







1 EAST ELEVATION  
FP-2 SCALE: 1/8"=1'-0"



2 WEST ELEVATION  
FP-2 SCALE: 1/8"=1'-0"

	NORTH		SOUTH		EAST		WEST	
TOTAL FACADE AREA	5659 SF		4750 SF		1508 SF		1508 SF	
DOOR AREA	275 SF		161 SF		23 SF		0 SF	
GLAZING & WINDOWS AREA	1377 SF		0 SF		222 SF		222 SF	
NET WALL CONSTRUCTION	4007 SF		4589 SF		1263 SF		1286 SF	
GROUP A	3133 SF	(80%)	4193 SF	(91%)	1102 SF	(87%)	1125 SF	(91%)
BRICK AREA	1888 SF	(48%)	4193 SF	(91%)	1102 SF	(87%)	1125 SF	(87%)
STONE AREA	1245 SF	(32%)	-		-		-	
GROUP B	548 SF	(12%)	396 SF	(09%)	102 SF	(08%)	102 SF	(08%)
STUCCO AREA	266 SF	(6%)	396 SF	(09%)	47 SF	(04%)	47 SF	(04%)
NICHIHA ACCENT WOOD PANEL	282 SF	(6%)	-		55 SF	(04%)	55 SF	(04%)
GROUP C								
METAL FASCIA PANEL	325 SF	(8%)	-		59 SF	(05%)	59 SF	(05%)


FINISHES:



STUCCO PLASTER  
COLOR: SW-6252




MANUFACTURED STONE  
AMALFI LEDGE-POMPEII




NICHIHA VINTAGEWOOD  
REDWOOD



BRICK VENEER  
-BY ACME BRICK  
SIZE: KING SIZE BRICK  
COLOR: WHITE BIRCH



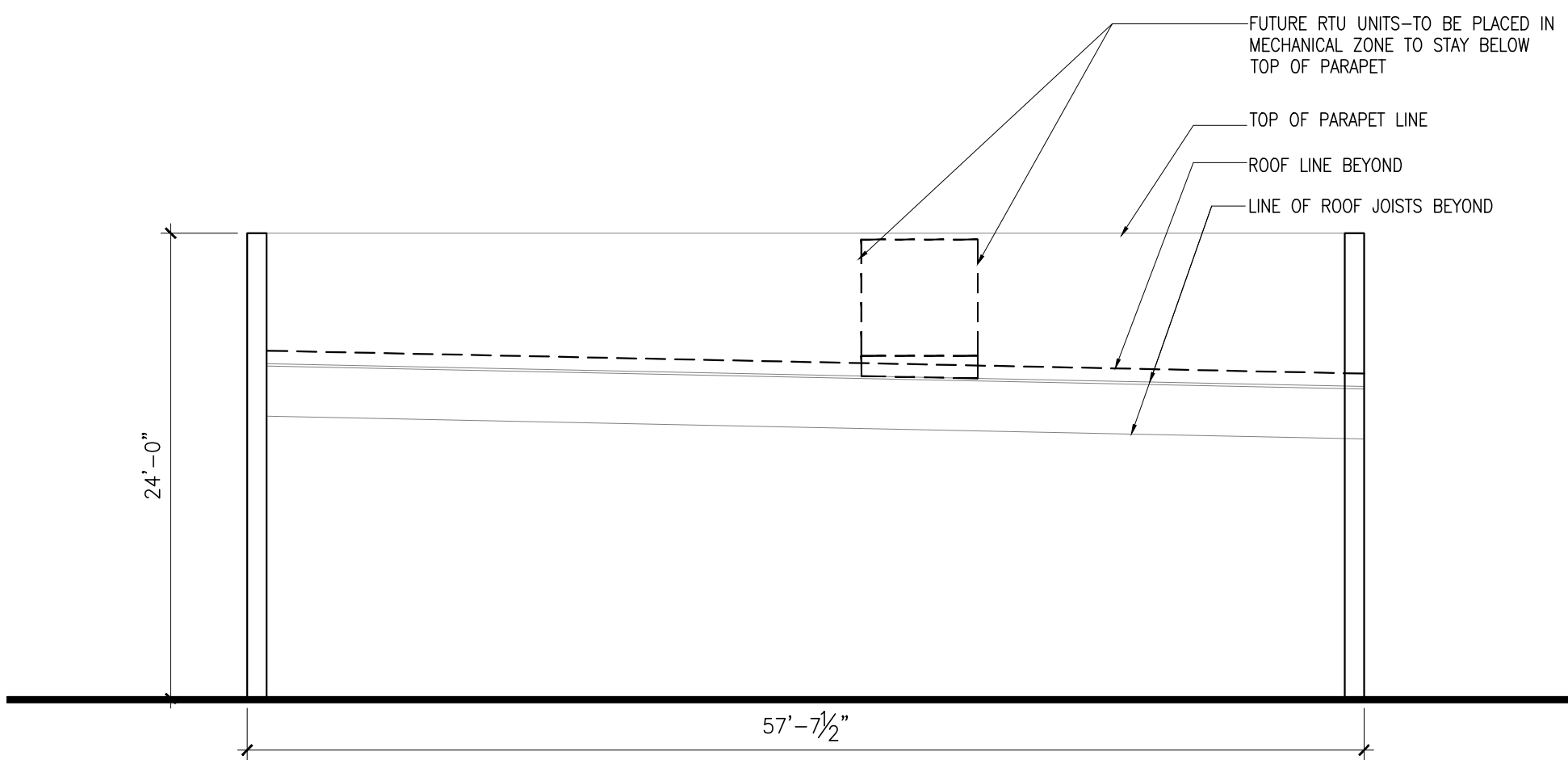
BRICK VENEER  
-BY ACME BRICK  
SIZE: KING SIZE BRICK  
COLOR: BLACK RIVER



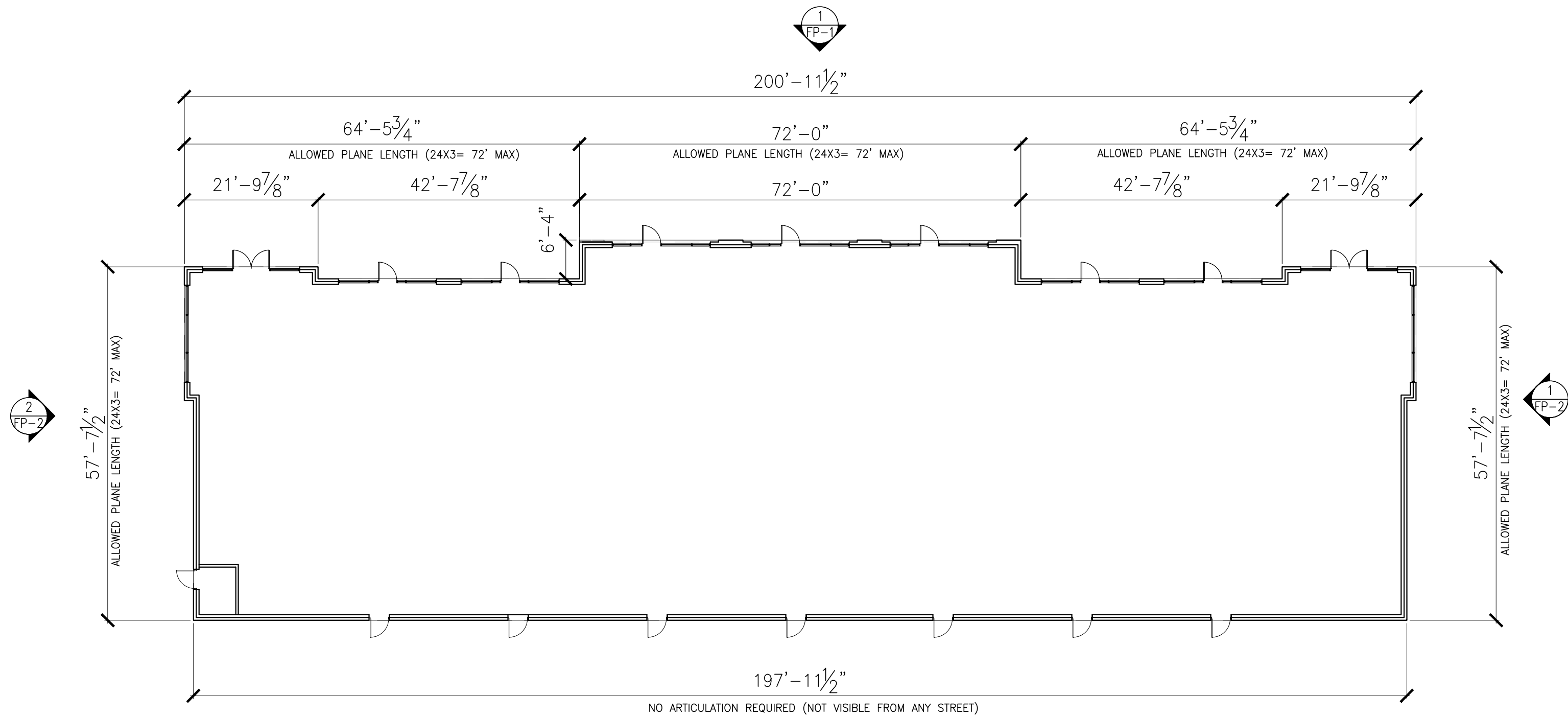
COLOR: MBCI, MIDNIGHT BLACK  
CANTILEVERED ALUM. AWNINGS  
INSULATED MTL DOORS



COLOR: MBCI, SNOW WHITE  
CANTILEVERED ALUM. AWNINGS  
INSULATED MTL DOORS



3 GRAPHICAL REPRESENTATION FOR FUTURE RTU UNITS SCREENING  
FP-2 SCALE: 1/8"=1'-0"



4 BUILDING FOOTPRINT  
FP-2 SCALE: 1/16"=1'-0"

ELEVATION MATERIAL KEY	
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RETAIL/ RESTAURANT BUILDING (ELEVATION EXHIBIT)  
RETAIL/ RESTAURANT & MEDICAL OFFICE DEVELOPMENT  
ADJ. TO E. ELDORADO PRKY, TOWN OF LITTLE ELM,  
DENTON COUNTY, TEXAS-75068  
LOT 2A, BLOCK-1, REPLAT OF B & G ADDITION  
DATE OF PREPARATION : 10/18/2024

OWNER/DEVELOPER	#	REVISION DATE
CONTACT: VISHNU REDDY Cell: (225)810-1840 Email: rvishnureddy@yahoo.com	1	11/18/2024

REGISTERED ARCHITECT  
RASHMI CHANDEL  
STATE OF TEXAS  
2024

rashmi C Inc.  
ARCHITECTURE. PLANNING. INTERIORS  
4117 OLD PLEASANT RIDGE RD. ARLINGTON, TX-76016  
CONTACT: RASHMINDER CHANDEL  
PH. NO. (817) 891-7918 EMAIL: rashmi@rashmic.com

SHEET NO.  
FP-2