



**REGULAR MEETING
OF THE TOWN COUNCIL**

Tuesday, February 4, 2025

6:00 PM

Little Elm Town Hall

100 W Eldorado Parkway, Little Elm, TX 75068

1. **Call to Order Regular Town Council Meeting at 6:00 p.m.**
 - A. Invocation.
 - B. Pledge to Flags.
 - C. Items to be Withdrawn from Consent Agenda.
 - D. Emergency Items if Posted.
 - E. Request by the Town Council for Items to be Placed on a Future Agenda for Discussion and Recognition of Excused Absences.
 - F. **Presentation of Monthly Updates.**

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

status, utility operations, parks and recreation activities, as well as facility and fleet updates.

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

2. **Presentations.**

- A. Present the **2024 Mayoral Red Kettle Challenge Results and Award.**
- B. Present a Proclamation Declaring **February 13, 2025 as a Day of Hope.**

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.

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.

- A. Consider Action to Approve the **Minutes from the January 21, 2025, Regular Town Council Meeting.**
- B. Consider Action to Approve the **Joint Election Agreement and Contract for Election Services with the Denton County Elections Administrator.**
- C. Consider Action to Approve **Ordinance No. 1798 Ordering a General and Special Election to be held on May 3, 2025.**
- D. Consider Action to Approve **Two Repair Proposals From Evoqua Water Technologies, LLC., for Repairs to Odor Scrubber #1 and Odor Scrubber #2 at the Wastewater Treatment Plant in the Amount of \$94,480.**
- E. Consider Action to Approve the **Quarterly Investment Report for the Period ending December 31, 2024.**

F. Consider Action to Approve the **Unaudited Quarterly Budget to Actual Report for the Quarter Ending December 31, 2024.**

G. Consider Action to Approve a **Professional Services Agreement with Freese and Nichols, Inc., for the Development of Construction Plans and Specifications for Improvements to the Transmission Water Lines Leaving the Mansell Pump Station in the Amount of \$504,300.**

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:

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."**

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.

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.**

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 30th day of January 2025 before 5:00 p.m.



Date: 02/04/2025
Agenda Item #: 2. A.
Department: Administrative Services
Strategic Goal: Ensure strong relationship within the community and region
Staff Contact: Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Present the **2024 Mayoral Red Kettle Challenge Results and Award.**

DESCRIPTION:

Representatives from the Salvation Army will be present to discuss the 2024 Mayoral Red Kettle Challenge results and award the Town for participating.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.



Date: 02/04/2025
Agenda Item #: 2. B.
Department: Administrative Services
Strategic Goal: Ensure strong relationship within the community and region
Staff Contact: Kate Graham, Assistant to the Town Manager

AGENDA ITEM:

Present a Proclamation Declaring **February 13, 2025 as a Day of Hope.**

DESCRIPTION:

Mayor Cornelious will present a proclamation declaring February 13, 2025 as a Day of Hope.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Attachments

2025 Day of Hope Proclamation



Proclamation

WHEREAS, the Town of Little Elm is committed in promoting organizations that support the positive mental health and well-being of all its citizens; and

WHEREAS, Hope Squad believes in the power of peer-to-peer connection to prevent suicide and they are committed to raising awareness of mental health issues, sharing the hope, and saving lives; and

WHEREAS, currently, suicide is the 2nd leading cause of death in the United States for youth ages 10-17 years old; and

WHEREAS, more than 49,000 Americans died by suicide and another 1,600,000 attempted suicide in 2022; and

WHEREAS, in Texas, 4,368 individuals died by suicide in 2022.

NOW, THEREFORE, we proclaim February 13, 2025 a **Day of Hope** in the Town of Little Elm, and encourage the community to join our efforts in any way that is personally meaningful.

Given under my hand and Seal of the Town of Little Elm, Texas, this 4th day of February, 2025.

Curtis J. Cornelious, Mayor of Little Elm



Date: 02/04/2025
Agenda Item #: 4. A.
Department: Administrative Services
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Consider Action to Approve the **Minutes from the January 21, 2025, Regular Town Council Meeting.**

DESCRIPTION:

The minutes from the January 21, 2025, regular Town Council meeting are attached for approval.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Minutes - January 21, 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 21, 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 the 2025 Look Ahead.

Town Manager Matt Mueller gave an overview of the projects and initiatives that are planned for 2025.

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

A. Invocation.

Deputy Mayor Pro Tem Tony Singh 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.

- 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.

- ***Director of Tourism & Communications Drew Bailey introduced Alexandra, Marketing & Communications Specialist.***
- ***Director of Parks and Recreation Jason Peebles gave an update on The Cove.***
- ***Assistant Director of Culture & Engagement Tiffany Thomson recognized Certified Public Manager graduates.***
- ***The Youth Council presented their Culture Fair.***

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

Deputy Mayor Pro Tem Tony Singh recognized his parents who are in town from India.

3. **Presentations.**

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

The Mayor presented the proclamation.

4. **Public Comments**

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

The Rotary presented a certificate of recognition to CWD.

5. **Consent Agenda**

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

Motion by Mayor Pro Tem Jamell T. Johnson, seconded by Deputy Mayor Pro Tem Tony Singh **to approve the Consent Agenda.**

Vote: 7 - 0 - Unanimously

- 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:

Motion by Council Member Michel Hambrick, seconded by Council Member Andrew Evans *to table the item to the February 4, 2025, 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 Andrew Evans, seconded by Council Member Lisa G. Norman *to table the item to the February 4, 2025, Town Council Meeting.*

Vote: 7 - 0 - Unanimously

- 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:

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

- Open Public Hearing: 7:09 p.m.
- Receive Public Comments: None
- Close Public Hearing: 7:10 p.m.

Motion by Deputy Mayor Pro Tem Tony Singh, seconded by Council Member Michel Hambrick *to approve Ordinance No. 1796.*

Vote: 7 - 0 - Unanimously

- 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.**

Motion by Mayor Pro Tem Jamell T. Johnson, seconded by Council Member Lisa G. Norman **to approve the development agreement.**

Vote: 7 - 0 - Unanimously

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.

Town Council convened into Executive Session at 7:11 p.m.

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.

Council reconvened into Open Session at 7:54 p.m. No action was taken.

9. Adjourn.

Meeting was adjourned at 7:54 p.m.

Respectfully,

Caitlan Biggs
Town Secretary

Passed and Approved this 4th day of February 2025.



Date: 02/04/2025
Agenda Item #: 4. B.
Department: Administrative Services
Strategic Goal: Ensure strong relationship within the community and region
Staff Contact: Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

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

DESCRIPTION:

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

The contract attached to this item is in draft form because the Denton County Elections Administrator is waiting for all locations and entities joining the contract to give notice of their participation in the May 3, 2025, election. Once all entities have given notice, the final cost of the Town's portion will be calculated. This calculation is estimated to be available in early April.

BUDGET IMPACT:

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

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Contract - Elections Administration

THE STATE OF TEXAS COUNTY OF DENTON

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

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

Participating Authorities:

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint May 3, 2025 election to be administered by Frank Phillips, Denton County Elections Administrator, hereinafter referred to as “Elections Administrator.”

RECITALS

Each participating authority listed above plans to hold a General or Special Election on May 3, 2025. Denton County plans to hold county-wide voting for this General Election.

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

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

I. ADMINISTRATION

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

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

II. LEGAL DOCUMENTS

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

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

III. VOTING LOCATIONS

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

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

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

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

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

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

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

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

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

The compensation rates established by Denton County are:

Early Voting – Presiding Judge (\$19.557/hour), Alternate Judge (\$18.2532/ hour), Clerk (\$16.9494/ hour)

Election Day – Presiding Judge (\$19.557/hour), Alternate Judge (\$18.2532/ hour), Clerk (\$16.9494/ hour)

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

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

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for delivery of all election supplies and voting equipment including, but not limited to, the County's Verity voting system and equipment, official ballot paper, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs. Any additional required materials (required by the Texas Election Code) must be provided by the participating authority, and delivered to the Elections Office thirty-three (33) calendar days (March 31, 2025) prior to Election Day. If this deadline is not met, the material must be delivered by the participating authority, to all Early Voting and Election Day locations affected, prior to voting commencing. The Elections Administrator shall be responsible for conducting all required testing of the voting equipment, as required by Chapters 127 and 129 of the Texas Election Code.

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

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

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

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

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

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

VI. EARLY VOTING

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

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

The standard dates and hours for the May 3, 2025 election will be as follows:

Tuesday, April 22, 2025 through Saturday, April 26, 2025; 8am – 5pm

Sunday, April 27, 2025; 11am-5pm

Monday, April 28, 2025 through Tuesday, April 29, 2025; 7am-7pm

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

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

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

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

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

VII. EARLY VOTING BALLOT BOARD

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

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

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

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

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

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

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

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

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

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE DENTON COUNTY

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

X. RUNOFF ELECTIONS

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

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

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

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

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

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

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

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

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

Final determination of Early Voting and/or Election Day locations will be confirmed by the Elections Administrator.

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

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

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

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

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

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

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

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

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

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

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

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

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

XIII. RECORDS OF THE ELECTION

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

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

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

XIV. RECOUNTS

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

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

XV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Denton County Treasurer and the Denton County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.

4. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas.
5. In the event that one of more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
7. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
8. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.
9. Failure for a participating authority to meet the deadlines as outline in this contract may result in additional charges, including but not limited to, overtime charges, etc.

Elections Staffing Hourly Rate (includes all benefit pay):

Absentee Voting Coordinator	\$46.798
Voter Registration Clerk	\$35.788 - \$37.718
Technology Resources Coordinator	\$50.666
Elections Technician	\$32.593 - \$40.057
Voter Registration Coordinator	\$42.854
Training Coordinator	\$52.800
Election Coordinator	\$35.635

XVI. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for each participating authority under the terms of this agreement is listed below. The exact amount of each participating authority's obligation under the terms of this agreement shall be calculated after the May 3, 2025 election (or runoff election, if applicable). The participating authority's obligation shall be paid to Denton County within 30 days after the receipt of the final invoice from the Denton County Elections Administrator.

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

Entity	Estimate
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v.0525

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XVII. JOINT CONTRACT ACCEPTANCE AND APPROVAL

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

- (1) It has on the 13th day of January, 2025 been executed by the Denton County Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the 4th day of February, 2025 been executed on behalf of the Town of Little Elm pursuant to an action of the Town of Little Elm Town Council so authorizing;

ACCEPTED AND AGREED TO BY DENTON COUNTY ELECTIONS ADMINISTRATOR:

APPROVED:



Frank Phillips, CERA

ACCEPTED AND AGREED TO BY THE TOWN OF LITTLE ELM:

APPROVED:

ATTESTED:

TITLE OF PRESIDING OFFICER

TITLE OF PERSON ACTING AS SECRETARY



Date: 02/04/2025
Agenda Item #: 4. C.
Department: Administrative Services
Strategic Goal: Ensure strong relationship within the community and region
Staff Contact: Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Consider Action to Approve **Ordinance No. 1798 Ordering a General and Special Election to be held on May 3, 2025.**

DESCRIPTION:

The Town of Little Elm is ordering a general and special election to be held on May 3, 2025, for the following purposes:

- To elect a Town Council Member for Place 1 for a three (3) year term;
- To elect a Town Council Member for Place 2 for a three (3) year term;
- To elect a Town Council Member for Place 4 for a three (3) year term; and
- To consider reauthorization of the municipal sales and use tax for street maintenance, at the rate of one-fourth of one percent.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Ordinance No. 1798

TOWN OF LITTLE ELM, TEXAS

ORDINANCE NO. 1798

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, ORDERING A GENERAL AND SPECIAL ELECTION TO BE HELD ON SATURDAY, MAY 3, 2025, FOR THE FOLLOWING PURPOSES: ELECT ONE (1) TOWN COUNCIL MEMBER FOR PLACE ONE FOR A THREE (3) YEAR TERM; ELECT ONE (1) TOWN COUNCIL MEMBER FROM PLACE 2 FOR A THREE (3) YEAR TERM; ELECT ONE (1) TOWN COUNCIL MEMBER FROM PLACE 4 FOR A THREE (3) YEAR TERM; VOTING “FOR” OR “AGAINST” THE REAUTHORIZATION OF THE MUNICIPAL SALES AND USE TAX FOR STREET MAINTENANCE AT THE RATE OF ONE-FOURTH OF ONE PERCENT, PURSUANT TO CHAPTER 327 OF THE TEXAS TAX CODE, AS AMENDED; PROVIDING FOR THE DESIGNATION OF THE PLACES AND MANNER OF HOLDING SAID ELECTION; PROVIDING FOR THE DESIGNATION OF THE EARLY VOTING POLLING PLACES; PROVIDING FOR THE DESIGNATION OF THE EARLY VOTING CLERK; PROVIDING FOR THE POSTING AND PUBLICATION OF NOTICE; PROVIDING A SEVERABILITY AND CONFLICTS CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, Section 41.001 of the Texas Election Code, as amended, establishes Saturday, May 3, 2025, as a “uniform election date” for the purposes of conducting an election within the Town of Little Elm, Texas (**“Town”**); and

WHEREAS, the Town Council Member terms of office for Place 1, Place 2, and Place 4 will expire in May, 2025, and must be filled by general election; and

WHEREAS, on May 1, 2021, the eligible voters of the Town previously approved the municipal sales and use tax for street maintenance as authorized by Chapter 327 of the Texas Tax Code, as amended; and

WHEREAS, Section 327.007 of the Texas Tax Code provides that the municipal sales and use tax for street maintenance expires on the fourth (4th) anniversary of the date the tax originally took effect, unless the tax is reauthorized by the eligible voters of the Town at an election called and held for that purpose; and

WHEREAS, the Town Council desires to call a special election for the purpose of reauthorizing the municipal sales and use tax for street maintenance, at the rate of one-fourth of one percent, pursuant to Chapter 327 of the Texas Tax Code, as amended; and

WHEREAS, the Town has entered into a Joint Election Agreement and Contract for Election Services (**“Election Services Agreement”**) with the Denton County Elections Administrator (**“Elections Administrator”**) for conducting the general and special election within the Town, which Election Services Agreement provides, among other things, that the Elections

Administrator will conduct the general and special election for the Town; will appoint election judges, clerks, and other election personnel; will provide voting supplies and equipment; will conduct early voting; will count and provide election returns; and will designate early voting polling sites and Election Day voting sites for the Town.

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

Section 1. Findings.

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

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

A general and special election of the Town shall be held on May 3, 2025, between the hours of 7:00 a.m. and 7:00 p.m., at those Election Day voting sites as determined by the Elections Administrator, for the following purposes:

- (1) To elect a Town Council Member for Place 1, for a three (3) year term;
- (2) To elect a Town Council Member for Place 2, for a three (3) year term;
- (3) To elect a Town Council Member for Place 4, for a three (3) year term; and
- (4) To consider reauthorization of the municipal sales and use tax for street maintenance, at the rate of one-fourth of one percent; and

Section 3. Candidate Filing Deadline.

Candidates for Town Council Member for Place 1, Town Council Member for Place 2, and Town Council Member for Place 4, may file with the Town Secretary of the Town of Little Elm, Texas ("**Town Secretary**"), for one of the three (3) places beginning on January 15, 2025, and until 5:00 p.m. on February 14, 2025. The last date and time for a write-in candidate shall be 5:00 p.m. on February 18, 2025.

Section 4. Voting System, Ballots.

Voting on the date of the election, and early voting therefore, shall be by the use of a lawfully approved voting system, as provided in the Election Services Agreement. The preparation of the voting equipment to be used in connection with such voting system and the official ballots for the election shall conform to the Texas Election Code, as amended, so as to permit the electors of the Town to vote for the Town Council Member for Place 1, Town Council Member for Place 2, and Town Council Member Place 4; and so as to permit the electors of the Town to vote "For" or "Against" the reauthorization of the municipal sales and use tax for street maintenance, at the rate of one-fourth of one percent. Said ballots shall have printed therein such provisions, markings, and language as may be required by law and as set forth by the Elections Administrator pursuant to the provisions of the Elections Services Agreement, and in

substantially the following form and language:

**GENERAL AND SPECIAL ELECTION
Town of Little Elm, Texas
May 3, 2025**

OFFICIAL BALLOT

Council Member for Place 1

Council Member for Place 2

Council Member for Place 4

Street Maintenance Sales and Use Tax Ballot Proposition

FOR _____
AGAINST _____

The reauthorization of the local sales and use tax in the Town of Little Elm at the rate of one-fourth of one percent to continue providing revenue for maintenance and repair of municipal streets.

Section 5. Election Precincts; Polling Places.

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

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

A Presiding Judge and Alternate Presiding Judge for all designated polling places shall be appointed by the Elections Administrator, pursuant to provisions of the Election

Services Agreement, and in accordance with Section 32.009 of the Texas Election Code.

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

Early voting shall commence in the Council Conference Room in Little Elm Town Hall on April 21, 2025 (as well as at any other polling site(s) determined by the Elections Administrator pursuant to the Election Services Agreement), and shall close on April 29, 2025. During the lawful early voting by personal appearance period (April 21, 2025, through April 29, 2025), the Town Secretary (or designated personnel of the Elections Administrator) shall keep such place(s) for early voting open for early voting by personal appearance schedule as follows:

April 22 – April 26	8:00 a.m. to 5:00 p.m.
April 27	11:00 a.m. to 5:00 p.m.
April 28 – April 29	7:00 a.m. to 7:00 p.m.

Section 8. Election Compliance.

This election shall be held in accordance with, and shall be governed by, the election laws of the State of Texas. In all Town elections, the Mayor, Town Secretary, or Town Council shall perform each act as is required to be performed, in connection with the holding and consummation of such election, and to give effect to the intent of this ordinance and all Town obligations as set forth in the Election Services Agreement.

Section 9. Voting Qualification; Voting Materials.

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

Section 10. Compensation for Services.

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

Section 11. Notices.

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

- (a) Publishing the notice of the election at least once, not more than thirty (30) days nor less than ten (10) days before the election in the official newspaper of the Town, or between April 3, 2025 and April 23, 2025;

- (b) Filing with the Town Secretary a copy of the notice of the election;
- (c) Posting a copy of the notice on the bulletin board used for posting notices of the meetings of the Town Council at least twenty-one (21) days before the election, by April 12, 2025; and
- (d) Delivering notice of the election to the Denton County clerk not later than the 60th day before Election Day, or March 4, 2025.

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

Section 12. Run-Off Election.

In accordance with the State Constitution, the Texas Election Code, and the Charter, in the event that no candidate receives a majority of the votes for an office, there shall be a runoff election held on a date authorized by the Texas Election Code. If a run-off election becomes necessary it shall be ordered by the Mayor or Mayor Pro-Tem not later than five (5) days after the canvassing of the returns of the general election, or as otherwise authorized by the Texas Election Code. The Town may, at its option, choose to conduct any runoff election in conjunction with the Denton County Elections administrator through the provisions of the Election Services Agreement.

Section 13. Severability Clause; Conflicts with Election Services Agreement.

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

Section 14. Effective Date.

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

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas
this 4th day of February 2025.

Curtis J. Cornelious, Mayor

ATTEST:

Caitlan Biggs, Town Secretary

APPROVED AS TO FORM:

Robert F. Brown, Town Attorney



Date: 02/04/2025
Agenda Item #: 4. D.
Department: Public Works
Strategic Goal: Ensure excellence in public services while keeping up with the growth in the community
Staff Contact: Jason Shroyer, Director of Public Works

AGENDA ITEM:

Consider Action to Approve **Two Repair Proposals From Evoqua Water Technologies, LLC., for Repairs to Odor Scrubber #1 and Odor Scrubber #2 at the Wastewater Treatment Plant in the Amount of \$94,480.**

DESCRIPTION:

The Wastewater Treatment Plant operates two odor-scrubbing systems designed to chemically remove hydrogen sulfide (H₂S) gas from the air surrounding critical stages of the treatment process. Hydrogen sulfide is a byproduct of the decomposition of organic matter in wastewater and emits a strong, unpleasant odor similar to rotten eggs.

The odor scrubbers work by drawing air from the treatment process through specialized filtration systems that use chemical solutions to neutralize and remove the H₂S gas, along with other odorous compounds. These systems are essential for maintaining air quality at the facility, reducing environmental impact, and ensuring the surrounding community is not adversely affected by odors generated during wastewater treatment. Evoqua Water Technologies, LLC., is the sole source provider for this system.

Due to their age and function, odor scrubbers require extensive maintenance to remain operational. Currently, both units are out of service and need upgrades, cleaning, and repairs to be fully restored. These repairs are essential to effectively address odor issues at the plant and include:

- Perform an acid wash of the scrubber components.
- Inspect the scrubber's internals, including spray nozzles, packing media, and the overall condition of the scrubber's fiberglass-reinforced plastic (FRP) structure.
- Replace all chemical feed pumps and motors.
- Provide and replace gearbox oil for the pumps.
- Replace all pH and Oxidation-Reductions Potential (ORP) controllers with HACH SC4500 models, upgrading from the obsolete SC200 controllers.
- Replace pH and ORP probes.
- Repair or replace all visibly damaged external piping and fittings on the scrubber and chemical storage tank connections.

Repairs to Odor Scrubber 1 will cost \$52,035, while repairs to Odor Scrubber 2 will cost \$42,445. Evoqua estimates that the work will take approximately four weeks once the parts are delivered. After the repairs are completed, the necessary chemicals will be sourced and shipped to bring the system back online.

BUDGET IMPACT:

Funding for the repairs has been allocated in the Fiscal Year 2025 Utilities operations budget.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Evoqua Scubber #1 Repair Quote
Evoqua Scubber #2 Repair Quote
Evoqua Sole Source Provider Letter

January 21, 2025

Robert Donelson
Utilities Manager – Wastewater Treatment
Town of Little Elm
1600 Mark Tree Lane
Little Elm, TX 75068
Phone: (214) 975-0400
Email: Robert.Donelson@littleelm.gov

**RE: LOPRO 5000 SCRUBBER REPAIRS
TOWN OF LITTLE ELM, TX – LITTLE ELM WWTP
Evoqua Quote No. 2025-00709029-R1 AM VP**

Dear Mr. Donelson,

Thank you for your interest in Evoqua Water Technologies LLC. We would like to offer you the following proposal to provide the following repairs on the LOPRO 5000 Scrubber at the Little Elm WWTP based on findings from our recent acid wash service and inspection.

SCOPE OF SERVICE:

Evoqua Water Technologies shall provide the following during this service trip:

- Replacement of all (3) chemical feed pumps and motors.
- Supply of replacement gearbox oil for pumps.
- Replacement of all (3) pH and ORP controllers (HACH model SC4500 replaces obsolete SC200).
- Replacement of (2) pH probes & (1) ORP probe.
- Repair/replacement of all visible (external) damaged piping and fittings on the scrubber and chemical storage tank connections.
- Report on completed repairs and any new findings.

PRICING:

Evoqua will provide the above-referenced services for a total price of **\$42,445.00**.

SCHEDULING

Typically, Evoqua's services can be scheduled within 3-4 weeks ARO and component availability.

NOTES:

- Any additional materials or labor not specifically referenced above to repair issues discovered during the inspection will be quoted in a separate proposal and will require a subsequent trip to complete.

Terms of Payment are NET 30 days from date of invoice. This price does not include any applicable taxes.

Due to current volatility in the market, pricing associated with this quote will remain firm for a period of forty-five (45) days. If we are not in receipt of an order by the end of this firm price period, we reserve the right to modify the prices quoted.

The attached Terms and Conditions are considered part of this proposal and shall prevail.

Thank you for considering Evoqua Water Technologies for your odor control equipment needs. If you have any questions or need any additional information, please feel free to contact me at any time.

Sincerely,

Alex Rodriguez

Alex Rodriguez
Technical Sales Representative
Cell Phone: (941) 376-9226
Email: alexander.rodriguez@xylem.com

**RE: LOPRO 5000 SCRUBBER REPAIRS
TOWN OF LITTLE ELM, TX – LITTLE ELM WWTP
Evoqua Quote No. 2025-00709029-R1 AM VP**

Evoqua will process your order when we receive acceptance of this proposal, by signing below and returning to utilityservicesinbox@xylem.com or via fax to: (941) 359-7985.

Company Name: _____

This ____ day of _____ Month _____ Year

By: _____

Title: _____

P.O. Number: _____

NOTE: Effective April 2022, you may be assessed a 3% fee if paying via Credit Card. Find more info on our website here > <https://www.evoqua.com/en/about-us/terms-conditions-sale-products-services/credit-card-fee-faqs> . Ask us how to avoid paying fees by migrating to ACH CTX payment type.

STANDARD TERMS OF SALE

1. Applicable Terms. These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. Payment. Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within thirty (30) days after receipt of invoice. Buyer shall pay interest on all late payments not received by the due date. The Buyer shall be charged the lesser rate of 1 ½% interest per month or the maximum interest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall also reimburse Seller for all costs incurred in collecting amounts due but unpaid, including without limitation, collections fees and attorneys' fees. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. Delivery. Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are FOB Shipping Point, or for international orders, ExWorks Seller's factory (INCOTM Terms 2020). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. Ownership of Materials and Licenses. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software, and other information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any written material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. Changes. Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance. If Buyer requests a proposal for a change in the Work from Seller and subsequently elects not to proceed with the change, a change order shall be issued to reimburse Seller for reasonable costs incurred for estimating services, design services, and services involved in the preparation of proposed changes.
6. Force Majeure Event. Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment, including overhead and profit, for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes, (with respect to on-site work) unusual weather conditions, epidemic, pandemic, communicable disease outbreak, quarantines, national emergency, or state or local order.
7. Warranty. Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer, and Seller disclaims any warranty regarding such suitability. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work, or (ii) twelve (12) months from Buyer's initial operation of the Work, or in the case of services performed as part of the Work, ninety (90) days from the performance of the services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (i) operating and maintaining the Work in accordance with Seller's instructions, (ii) not making any unauthorized repairs or alterations, and (iii) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, improper thermal or electrical capacity, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. **Indemnity.** Seller shall indemnify, defend, and hold Buyer harmless from any claim, cause of action, or liability incurred by Buyer as a result of third-party claims for personal injury, death, or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (i) promptly notifying Seller of any claim, and (ii) providing reasonable cooperation in the defense of any claim. Buyer shall indemnify, defend, and hold harmless Seller from any claim, cause of action, or liability incurred by Seller as a result of third-party claims for personal injury, death, or damage to tangible property, to the extent caused by Buyer's negligence. Buyer shall have the sole authority to direct the defense of and settle any such indemnified claim. Buyer's indemnification is conditioned on Seller (i) promptly notifying Buyer of any claim, and (ii) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business, and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may, in addition to any other available remedy, terminate this agreement for a material breach upon issuance of a written notice of the breach and expiration of a thirty (30) day cure period. In the event of (i) a voluntary or involuntary petition in bankruptcy, (ii) an assignment for the benefit of a creditor, or (iii) a receivership, liquidation, or dissolution, Seller may terminate the agreement immediately, in addition to seeking any other available remedy. If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** In the event of any claim, dispute, or controversy arising out of or relating in any way to this Agreement (collectively, a "Claim"), Seller and Buyer shall first negotiate in good faith in an effort to resolve the Claim. If, despite good faith efforts, the parties are unable to resolve a Claim through negotiations, the parties shall mediate the Claim in accordance with the commercial mediation procedures of the American Arbitration Association ("AAA"), with such mediation to take place in Pittsburgh, Pennsylvania. If the parties are unable to resolve the Claim through such mediation, then the Claim shall be resolved through final and binding arbitration pursuant to the commercial arbitration procedures of the AAA, with such arbitration to take place in Pittsburgh, Pennsylvania before one arbitrator, who shall have authority to rule on jurisdiction over the Claim. Seller and Buyer agree to the exclusive jurisdiction of the federal and state courts situated in Allegheny County, Pennsylvania for purposes of entering judgment upon the arbitrator's award. The substantially prevailing party, as determined by the arbitrator, shall be entitled to recover all costs, expenses, and charges, including, without limitation, reasonable attorneys' fees and expert witness fees, incurred in connection with the Claim. In case of an Agreement under which Seller ships the Work outside of the United States, or under which Seller's and Buyer's places of business are in different countries, any Claim which is not resolved by the good faith negotiations and mediation required by this Section shall then be determined by arbitration administered by the International Center for Dispute Resolution in accordance with its International Arbitration Rules, with such arbitration taking place in Pittsburgh, Pennsylvania, USA, before one arbitrator, with English as the language of the arbitration. This Agreement and any Claim shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to the choice of law principles thereof.

12. **Export Compliance.** All items, and technologies, software, and work products are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations. Any diversion contrary to U.S. law is prohibited. Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal, and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned, or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **Anti-Kickback Statute – Discounts.** It is the intent of both Buyer and Seller to comply with the Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)) and the Discount Safe Harbor and Warranties Safe Harbor regulations set forth in 42 C.F.R. 1001.952(h) and (g), respectively. Buyer's price may constitute a 'discount or other reduction in price' under the Anti-Kickback Statute. Seller shall provide Buyer with invoices that fully and accurately disclose the discounted price of all Products purchased under this Agreement to allow Buyer to comply with this Section and the Discount Safe Harbor regulations, including sufficient information to enable it to accurately report its actual cost for all purchases of Products. Buyer acknowledges that, if applicable, it will fully and accurately report all discounts or other price reductions, including warranty items, in the costs claimed or charges made under any Federal or State healthcare program and provide information upon request to third party reimbursement programs, including Medicare and Medicaid. Buyer will be solely responsible for determining whether any savings or discount or warranty item it receives must be reported or passed on to payors.

14. **Federal Program Participation.** Seller represents and warrants that neither it nor any of its current directors, officers, or key personnel: (i) are currently excluded, debarred or otherwise ineligible to participate in federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the "Federal Healthcare Programs"); (ii) have been convicted of a criminal offense related to the provision of healthcare items or services during the last five (5) years; or (iii) have been excluded, debarred or otherwise declared ineligible to participate during the last five (5) years in Federal Healthcare Programs. Seller will notify Buyer of any change in the status of the representations and warranties set forth above.

15. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR

ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE AGREEMENT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

16. Miscellaneous. These terms, together with any related Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

Only in the event that the Work contemplated in this Order is related to the provision of medical devices, the following additional terms apply:

17. Medical Devices Act and Regulatory Disclaimer. Buyer acknowledges that it is familiar with the U.S. Safe Medical Devices Act of 1990 (the "Devices Act") and the reporting obligations imposed on device users thereunder. In this regard, Buyer agrees to notify Seller within ten (10) days of the occurrence of any event identified in the Devices Act imposing a reporting obligation on Buyer and/or Seller (except for events representing an imminent hazard that require notification to the United States Food and Drug Administration (the "FDA") within seventy-two (72) hours (or such shorter time as required by law), in which case, such notice will be delivered to the FDA and Seller within said period). Buyer will maintain adequate tracking for the Products to enable Seller to meet the FDA requirements applicable to the tracking of medical devices. Although Seller has the required registrations, approvals, and licenses (e.g., U.S. 510(k) pre-market notifications) for all or substantially all of its systems, the purchase of parts and system components from Seller does not provide 510(k) compliance or compliance under any other law, rule or regulation for Buyer's system.

Only in the event that the Work contemplated in this Order is related to the provision of leased or rented equipment ("Leased Equipment"), the following additional terms apply:

18. Rental Equipment / Services. Any Leased Equipment provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

January 21, 2025

Robert Donelson
Utilities Manager – Wastewater Treatment
Town of Little Elm
1600 Mark Tree Lane
Little Elm, TX 75068
Phone: (214) 975-0400
Email: Robert.Donelson@littleelm.gov

**RE: LOPRO 2250 SCRUBBER ACID WASH & REPAIRS
TOWN OF LITTLE ELM, TX – LITTLE ELM WWTP
Evoqua Quote No. 2025-00709376-R1 AM VP**

Dear Mr. Donelson,

Thank you for your interest in Evoqua Water Technologies LLC. We would like to offer you the following proposal to provide the following acid wash and repairs on the LOPRO 2250 Scrubber at the Little Elm WWTP based on findings from our recent inspection.

SCOPE OF SERVICE:

Evoqua Water Technologies shall provide the following during this service trip:

- Acid wash of the scrubber with four (4) drums of acid supplied by Evoqua.
- Inspection of the scrubber internals including spray nozzles, packing media, and overall scrubber FRP condition.
- Replacement of all (3) chemical feed pumps and motors.
- Supply of replacement gearbox oil for pumps.
- Replacement of all (3) pH and ORP controllers (HACH model SC4500 replaces obsolete SC200).
- Replacement of (2) pH probes & (1) ORP probe.
- Repair/replacement of all visible (external) damaged piping and fittings on the scrubber and chemical storage tank connections.
- Report on completed repairs and any new findings.

PRICING:

Evoqua will provide the above-referenced services for a total price of **\$52,035.00**.

SCHEDULING

Typically, Evoqua's services can be scheduled within 3-4 weeks ARO and component availability.

NOTES:

- Any additional materials or labor not specifically referenced above to repair issues discovered during the inspection will be quoted in a separate proposal and will require a subsequent trip to complete.

Terms of Payment are NET 30 days from date of invoice. This price does not include any applicable taxes.

Due to current volatility in the market, pricing associated with this quote will remain firm for a period of forty-five (45) days. If we are not in receipt of an order by the end of this firm price period, we reserve the right to modify the prices quoted.

The attached Terms and Conditions are considered part of this proposal and shall prevail.

Thank you for considering Evoqua Water Technologies for your odor control equipment needs. If you have any questions or need any additional information, please feel free to contact me at any time.

Sincerely,

Alex Rodriguez

Alex Rodriguez
Technical Sales Representative
Cell Phone: (941) 376-9226
Email: alexander.rodriquez@xylem.com

**RE: LOPRO 2250 SCRUBBER ACID WASH & REPAIRS
TOWN OF LITTLE ELM, TX – LITTLE ELM WWTP
Evoqua Quote No. 2025-00709376-R1 AM VP**

Evoqua will process your order when we receive acceptance of this proposal, by signing below and returning to utilityservicesinbox@xylem.com or via fax to: (941) 359-7985.

Company Name: _____

This ____ day of _____ Month _____ Year

By: _____

Title: _____

P.O. Number: _____

NOTE: Effective April 2022, you may be assessed a 3% fee if paying via Credit Card. Find more info on our website here > <https://www.evoqua.com/en/about-us/terms-conditions-sale-products-services/credit-card-fee-faqs> . Ask us how to avoid paying fees by migrating to ACH CTX payment type.

STANDARD TERMS OF SALE

1. Applicable Terms. These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. Payment. Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within thirty (30) days after receipt of invoice. Buyer shall pay interest on all late payments not received by the due date. The Buyer shall be charged the lesser rate of 1 ½% interest per month or the maximum interest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall also reimburse Seller for all costs incurred in collecting amounts due but unpaid, including without limitation, collections fees and attorneys' fees. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. Delivery. Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are FOB Shipping Point, or for international orders, ExWorks Seller's factory (INCOTM Terms 2020). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. Ownership of Materials and Licenses. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software, and other information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any written material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
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6. Force Majeure Event. Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment, including overhead and profit, for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes, (with respect to on-site work) unusual weather conditions, epidemic, pandemic, communicable disease outbreak, quarantines, national emergency, or state or local order.
7. Warranty. Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer, and Seller disclaims any warranty regarding such suitability. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work, or (ii) twelve (12) months from Buyer's initial operation of the Work, or in the case of services performed as part of the Work, ninety (90) days from the performance of the services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (i) operating and maintaining the Work in accordance with Seller's instructions, (ii) not making any unauthorized repairs or alterations, and (iii) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, improper thermal or electrical capacity, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. **Indemnity.** Seller shall indemnify, defend, and hold Buyer harmless from any claim, cause of action, or liability incurred by Buyer as a result of third-party claims for personal injury, death, or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (i) promptly notifying Seller of any claim, and (ii) providing reasonable cooperation in the defense of any claim. Buyer shall indemnify, defend, and hold harmless Seller from any claim, cause of action, or liability incurred by Seller as a result of third-party claims for personal injury, death, or damage to tangible property, to the extent caused by Buyer's negligence. Buyer shall have the sole authority to direct the defense of and settle any such indemnified claim. Buyer's indemnification is conditioned on Seller (i) promptly notifying Buyer of any claim, and (ii) providing reasonable cooperation in the defense of any claim.

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11. **Dispute Resolution.** In the event of any claim, dispute, or controversy arising out of or relating in any way to this Agreement (collectively, a "Claim"), Seller and Buyer shall first negotiate in good faith in an effort to resolve the Claim. If, despite good faith efforts, the parties are unable to resolve a Claim through negotiations, the parties shall mediate the Claim in accordance with the commercial mediation procedures of the American Arbitration Association ("AAA"), with such mediation to take place in Pittsburgh, Pennsylvania. If the parties are unable to resolve the Claim through such mediation, then the Claim shall be resolved through final and binding arbitration pursuant to the commercial arbitration procedures of the AAA, with such arbitration to take place in Pittsburgh, Pennsylvania before one arbitrator, who shall have authority to rule on jurisdiction over the Claim. Seller and Buyer agree to the exclusive jurisdiction of the federal and state courts situated in Allegheny County, Pennsylvania for purposes of entering judgment upon the arbitrator's award. The substantially prevailing party, as determined by the arbitrator, shall be entitled to recover all costs, expenses, and charges, including, without limitation, reasonable attorneys' fees and expert witness fees, incurred in connection with the Claim. In case of an Agreement under which Seller ships the Work outside of the United States, or under which Seller's and Buyer's places of business are in different countries, any Claim which is not resolved by the good faith negotiations and mediation required by this Section shall then be determined by arbitration administered by the International Center for Dispute Resolution in accordance with its International Arbitration Rules, with such arbitration taking place in Pittsburgh, Pennsylvania, USA, before one arbitrator, with English as the language of the arbitration. This Agreement and any Claim shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to the choice of law principles thereof.

12. **Export Compliance.** All items, and technologies, software, and work products are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations. Any diversion contrary to U.S. law is prohibited. Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal, and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned, or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **Anti-Kickback Statute – Discounts.** It is the intent of both Buyer and Seller to comply with the Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)) and the Discount Safe Harbor and Warranties Safe Harbor regulations set forth in 42 C.F.R. 1001.952(h) and (g), respectively. Buyer's price may constitute a 'discount or other reduction in price' under the Anti-Kickback Statute. Seller shall provide Buyer with invoices that fully and accurately disclose the discounted price of all Products purchased under this Agreement to allow Buyer to comply with this Section and the Discount Safe Harbor regulations, including sufficient information to enable it to accurately report its actual cost for all purchases of Products. Buyer acknowledges that, if applicable, it will fully and accurately report all discounts or other price reductions, including warranty items, in the costs claimed or charges made under any Federal or State healthcare program and provide information upon request to third party reimbursement programs, including Medicare and Medicaid. Buyer will be solely responsible for determining whether any savings or discount or warranty item it receives must be reported or passed on to payors.

14. **Federal Program Participation.** Seller represents and warrants that neither it nor any of its current directors, officers, or key personnel: (i) are currently excluded, debarred or otherwise ineligible to participate in federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the "Federal Healthcare Programs"); (ii) have been convicted of a criminal offense related to the provision of healthcare items or services during the last five (5) years; or (iii) have been excluded, debarred or otherwise declared ineligible to participate during the last five (5) years in Federal Healthcare Programs. Seller will notify Buyer of any change in the status of the representations and warranties set forth above.

15. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR

ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE AGREEMENT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

16. Miscellaneous. These terms, together with any related Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

Only in the event that the Work contemplated in this Order is related to the provision of medical devices, the following additional terms apply:

17. Medical Devices Act and Regulatory Disclaimer. Buyer acknowledges that it is familiar with the U.S. Safe Medical Devices Act of 1990 (the "Devices Act") and the reporting obligations imposed on device users thereunder. In this regard, Buyer agrees to notify Seller within ten (10) days of the occurrence of any event identified in the Devices Act imposing a reporting obligation on Buyer and/or Seller (except for events representing an imminent hazard that require notification to the United States Food and Drug Administration (the "FDA") within seventy-two (72) hours (or such shorter time as required by law), in which case, such notice will be delivered to the FDA and Seller within said period). Buyer will maintain adequate tracking for the Products to enable Seller to meet the FDA requirements applicable to the tracking of medical devices. Although Seller has the required registrations, approvals, and licenses (e.g., U.S. 510(k) pre-market notifications) for all or substantially all of its systems, the purchase of parts and system components from Seller does not provide 510(k) compliance or compliance under any other law, rule or regulation for Buyer's system.

Only in the event that the Work contemplated in this Order is related to the provision of leased or rented equipment ("Leased Equipment"), the following additional terms apply:

18. Rental Equipment / Services. Any Leased Equipment provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.



January 2, 2025

Tim Walker
Town of Little Elm
1600 Mark Tree Lane
Little Elm, TX 75068
Phone: (972) 377-5554
Email: twalker@littleelm.org

RE: LO/PRO® SCRUBBER SERVICE SOLE SOURCE

Dear Mr. Walker:

Evoqua Water Technologies LLC is the only factory trained and factory authorized provider of parts, repair, and services for our line of odor control scrubber systems. This includes the LO/PRO® wet scrubber lines manufactured exclusively from our Evoqua facilities. LO/PRO is a registered trademark of Evoqua Water Technologies LLC.

If you have any questions or need additional information, please feel free to contact me at alexander.rodriquez@xylem.com or (941) 376-9226.

Sincerely,

Alex Rodriguez

Alexander Rodriguez
Technical Sales Representative

Evoqua Water Technologies LLC



Date: 02/04/2025
Agenda Item #: 4. E.
Department: Finance
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to Approve the **Quarterly Investment Report for the Period ending December 31, 2024.**

DESCRIPTION:

The purpose of this item is to provide the Town Council with an overview of the Town's cash and invested balances for the fiscal period ending December 31, 2024.

BUDGET IMPACT:

Interest earnings for the first quarter of the Fiscal Year 2024-2025 were \$1,989,839 for the reporting period of October to December 2024. This is an increase of \$287,326 or 16.8% from the first quarter of interest earnings in FY2023-2024.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Quarterly Investment Report-Q1 FY2025 Staff Memo

Quarterly Investment Report-Q1 FY2025

MEMORANDUM

TO: MATTHEW MUELLER, TOWN MANAGER
FROM: KELLY WILSON, CHIEF FINANCIAL OFFICER
SUBJECT: INVESTMENT REPORT FOR QUARTER ENDING DECEMBER 31, 2024
CC: MAYOR AND COUNCIL

Attached is the Quarterly Investment Report for the quarter ending December 31, 2024 Fiscal Year 2024-2025. This report complies with the requirements of the Town's Investment Policy and the Public Fund's Investment Act as amended. For the period ending December 31, 2024, the Town's portfolio consisted of the following investments:

Portfolio by Type	Average Yield	Total Invested	Percent of Total
Money Market - Independent Financial	4.90%	\$60,478,036.46	30.22%
TexPool/TexPool Prime/LOGIC Prime/SLGS	4.26%	56,464,419.53	28.21%
Certificate of Deposit	4.84%	20,701,403.82	10.30%
US Treasury Notes	4.77%	2,434,825.00	1.25%
US Agency Bonds	4.51%	58,423,949.00	29.38%
Municipal Bonds	3.95%	1,290,247.35	0.65%
Total Portfolio (Avg)	4.54%	\$199,792,881.16	100.00%

The Town has been actively diversifying the investment portfolio in order to minimize risk of over 50% of funds in one portfolio type as well as capturing a better yield. As interest rates are following the federal government increasing rates, the Town is actively participating in other higher yield investments. All Funds on deposit with Independent Financial are fully secured and safeguarded as well as collateralized. Total interest earned for the first quarter ending December 31, 2024 was \$1,989,839. This is an increase from FY 2024 first quarter interest earnings by \$287,326 or 16.8%.

Total cash and investments for the period ending December 31, 2024 was \$199,792,881. The variance increases of \$15,563,464 from the last quarterly investment report is primarily due to collections of property tax during this period while spend down for capital projects and operations. The cash flow is important for Finance to monitor in order to provide cash availability for expenditures while minimizing risk, preventing early redemptions of investments, and maximizing interest earnings.

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

The total portfolio yield fiscal year-to-date is 4.54%. While some benchmarks to reference the US Treasury T-bill rates for 3 months is 4.34%; 1 year is 4.21%; and a 2 year is 4.27% as of the date of this report. The

FINANCE DEPARTMENT
QUARTERLY INVESTMENT REPORT

Town's portfolio yield at the time of this report exceeds the 3-month benchmark. Finance will continue to invest in safe investments outlined in the Town's investment policy.

Economic Summary – Q4 2024

At the start of the fourth quarter, less than two weeks after Fed officials began their easing campaign with a surprisingly bold half point cut, the bond market was pricing in 175 basis points of additional reductions for the upcoming year. The expectation was that labor conditions would continue to soften while inflation moved lower, allowing the Fed to gradually normalize interest rate policy.

As it turned out, neither scenario materialized. The outcome was a counter-intuitive increase in longer bond yields as investors recalibrated a higher path of future inflation and the Fed's likely response.

The November election brought a degree of certainty to the equity markets, but the bond market selloff accelerated further as investors grappled with proposed policies likely to further stoke inflationary pressure. Since high consumer prices were a determining factor in the election of Donald Trump, it's questionable how many of those promises will ultimately be kept if the result would be even higher prices.

Inflation

The U.S. economy is on track to grow at the fastest annual rate of any advanced country for the second consecutive year. This persistent strength has been an underreported factor in keeping inflation above the Fed's target and will ultimately delay efforts to bring the overnight target to neutral.

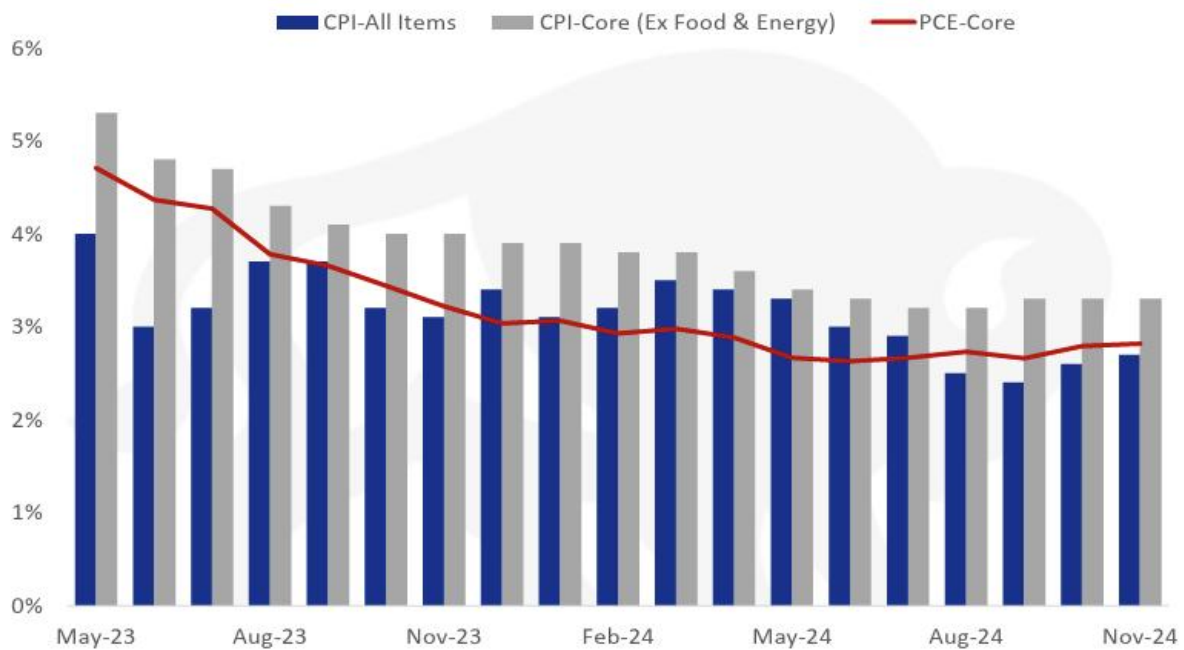
The overall consumer price index (CPI) was up +0.3% in November, the highest monthly increase since April, boosting the annual rate up from +2.6% to +2.7%. Core CPI also rose +0.3% in November while the annual pace held frustratingly steady at +3.3% for a third straight month. There were trend-bucking price increases in new and used vehicles, groceries and gasoline, all combining to halt a string of deflation in the goods sector. However, there was a bright spot on the service side as shelter costs, the most stubborn of the inflationary components, logged the smallest annual gain in nearly four years.

The Fed's preferred inflation measure turned out to be more favorable than CPI. The personal consumption expenditures (PCE) index edged just +0.1% higher in November after two months of +0.2% gains. On a year-over-year basis, headline PCE came in slightly below forecast at +2.4%. More importantly, core PCE rose just +0.1% in November, the coolest since May, and +2.8% year-over-year (slightly below forecast.) This was an encouraging report, but the price trend established over the next several months will determine Fed policy going forward.

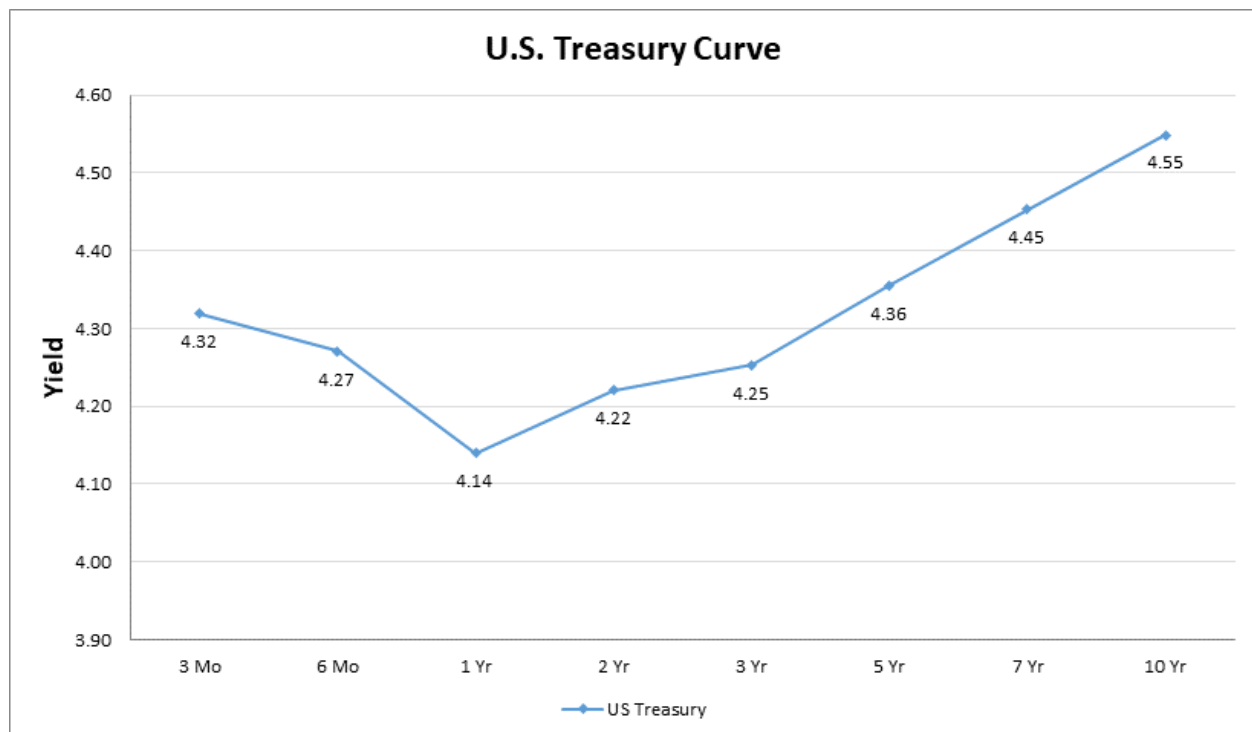
Tariffs could push prices higher in 2025, but if shelter costs continue to fall (as CPI had indicated), core inflation should eventually recede. There is quite a bit of evidence that the inventory of new homes has moved sharply higher in recent months, while the increased number of apartments on the market is creating advantages for renters. Many U.S. cities are seeing significant incentives to rent for the first time in years.

FINANCE DEPARTMENT
QUARTERLY INVESTMENT REPORT

Inflation Indicators (year-over-year percent change)



Source: Bureau of Labor Statistics, Bureau of Economic Analysis



FINANCE DEPARTMENT
QUARTERLY INVESTMENT REPORT



Quarterly Investment Report

For the Quarter Ended

December 31, 2024

Prepared by the Town of Little Elm Finance Department

Overview of the Quarterly Investment Report

Funds on deposit with depository bank are fully collateralized.

- **YTD Cash and Investments on hand: \$199,792,881**
 - 30.22% in depository bank
 - 28.21% invested in Pools
 - 10.30% invested in CDs
 - 1.25% invested in US Treasury Notes
 - 29.38% invested in US Agency Bonds
 - 0.65% invested in Municipal Bonds
- **Interest Earnings**
 - \$1,989,839 YTD
 - \$1,989,839 October-December 2024
- **Average Yield on Portfolio**
 - 4.54% YTD
 - 4.73% at end of 4th Quarter – FY 2023-2024
- **Average Yield Benchmarks**
 - 4.34% Three Month Rolling Treasury Yield
 - 4.21% One Year Rolling Treasury Yield
 - 4.79% TexPool/Logic Average Yield
- **Certification of Investment Policy (Government Treasurers' Organization of Texas)**
 - Awarded for 2-year period ending April 30, 2026

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

Kelly Wilson

Kelly Wilson, Chief Financial Officer

Betty Pamplin

Betty Pamplin, Assistant Director of Finance

TOWN OF LITTLE ELM

Investment Portfolio Summary

Quarter Ending 12/31/2024



PERFORMANCE	9/30/2024	12/31/2024
Yield to Maturity @ Cost	4.73%	4.54%
TREASURY		
3 Month	4.52%	4.34%
1 Year	4.01%	4.21%
2 Year	3.90%	4.27%

Investment Policy Compliance

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

	Days	Compliance
Maturity Range not to exceed 5 Years	210	Yes

MISSION

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

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

Kelly Wilson

Kelly Wilson, Chief Finance Officer

Betty Pamplin

Betty Pamplin, Assistant Director of Finance

TOWN OF LITTLE ELM

Investment Portfolio Summary

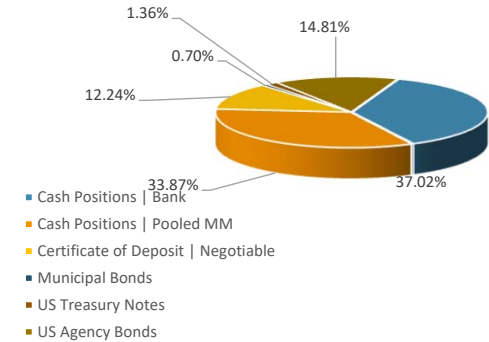
Quarter Ending 12/31/2024



Investment Policy Compliance

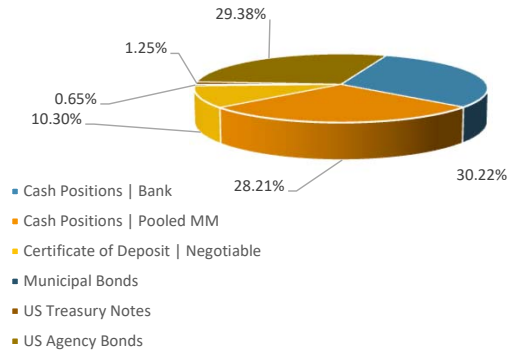
Asset Category	% of Portfolio	YTM @Cost	Days to Maturity	Par Value	Book Value	Market Value
Cash Positions Bank	37.02%	5.55	1	68,223,035.98	68,223,035.98	68,223,035.98
Cash Positions Pooled MM	33.87%	4.46	1	62,413,191.86	62,413,191.86	62,413,191.86
Certificate of Deposit Negotiable	12.24%	4.93	348	22,547,000.00	22,547,000.00	22,691,904.02
Municipal Bonds	0.70%	3.95	138	1,295,000.00	1,271,443.95	1,278,747.75
US Treasury Notes	1.36%	4.77	335	2,500,000.00	2,334,082.03	2,415,650.00
US Agency Bonds	14.81%	4.70	391	27,300,000.00	26,971,642.74	27,206,887.00
	100.00%	4.73%	202	184,278,227.84	183,760,396.56	184,229,416.61

9/30/2024



Asset Category	% of Portfolio	YTM @Cost	Days to Maturity	Par Value	Book Value	Market Value
Cash Positions Bank	30.22%	4.90	1	60,478,036.46	60,478,036.46	60,478,036.46
Cash Positions Pooled MM	28.21%	4.26	1	56,464,419.53	56,464,419.53	56,464,419.53
Certificate of Deposit Negotiable	10.30%	4.84	288	20,615,000.00	20,615,000.00	20,701,403.82
Municipal Bonds	0.65%	3.95	46	1,295,000.00	1,271,443.95	1,290,247.35
US Treasury Notes	1.25%	4.77	243	2,500,000.00	2,334,082.03	2,434,825.00
US Agency Bonds	29.38%	4.51	679	58,800,000.00	58,345,792.74	58,423,949.00
	100.00%	4.54%	210	200,152,455.99	199,508,774.71	199,792,881.16

12/31/2024



Investment Policy Compliance

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

Maturity Range	Days	Compliance
Maturity Range not to exceed 5 Years	210	Yes

Town of Little Elm
Portfolio Holdings
Investment Portfolio - by Asset Category
As of 12/31/2024

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
Cash Positions Bank Investments											
Independent Bank Pooled Cash MM	MM5236	12/31/2024	4.900	60,375,424.91	60,375,424.91	60,375,424.91	60,375,424.91	N/A	1	0	30.26%
Independent Bank Section 125 MM	MM3949	12/31/2024	4.900	102,498.69	102,498.69	102,498.69	102,498.69	N/A	1	0	0.05%
Independent Bank Emergicon MM	MM7737	12/31/2024	4.890	112.86	112.86	112.86	112.86	N/A	1	0	0.00%
Sub Total / Average Cash Positions Bank Investments			4.897	60,478,036.46	60,478,036.46	60,478,036.46	60,478,036.46		1	0.00	30.31%
Cash Positions MM Pool Investments											
TexPool Consolidated Ops LGIP	LGIP449	12/31/2024	4.735	8,451,686.31	8,451,686.31	8,451,686.31	8,451,686.31	N/A	1	0	4.24%
TexPool Prime Consolidated Ops LGIP	LGIP590	12/31/2024	4.839	18,684,782.67	18,684,782.67	18,684,782.67	18,684,782.67	N/A	1	0	9.37%
US Treasury SLGS 2021 CO Bond	202400726	12/31/2024	3.463	1,832,324.59	1,832,324.59	1,832,324.59	1,832,324.59	N/A	1	0	0.92%
US Treasury SLGS 2022 CO Bond	202400727	12/31/2024	3.911	3,797,256.43	3,797,256.43	3,797,256.43	3,797,256.43	N/A	1	0	1.90%
US Treasury SLGS 2024 CO Bond	202402052	12/31/2024	4.358	23,698,369.53	23,698,369.53	23,698,369.53	23,698,369.53	N/A	1	0	11.88%
Sub Total / Average Cash Positions MM Pool Investments			4.281	56,464,419.53	56,464,419.53	56,464,419.53	56,464,419.53		1	0.00	28.30%
Certificate of Deposit Negotiable											
Barclays Bank	06740KSR9	08/07/2024	4.900	240,000.00	240,000.00	240,000.00	240,475.20	05/07/2025	127	4,704.00	0.12%
Veritex Community Bank	923450HZ6	08/07/2024	4.900	240,000.00	240,000.00	240,000.00	240,475.20	05/07/2025	127	4,704.00	0.12%
Vystar Credit Union	92891CCN0	09/30/2022	4.350	240,000.00	240,000.00	240,000.00	240,360.00	09/30/2025	273	858.08	0.12%
Farmers ST Bank	3103NRLN3	08/09/2024	4.950	240,000.00	240,000.00	240,000.00	240,153.60	02/10/2025	41	4,686.90	0.12%
Liberty National Bank	531045AK8	08/09/2024	5.000	240,000.00	240,000.00	240,000.00	240,168.00	02/10/2025	41	723.29	0.12%
SmartBank	83172HHF0	09/20/2024	4.650	240,000.00	240,000.00	240,000.00	240,153.60	03/20/2025	79	336.33	0.12%
Parkway Bank and Trust	70153RMY3	09/23/2024	4.650	240,000.00	240,000.00	240,000.00	240,160.80	03/24/2025	83	3,026.96	0.12%
M&T Bank	564759SC3	03/17/2023	5.250	240,000.00	240,000.00	240,000.00	240,422.40	03/17/2025	76	3,624.66	0.12%
Morgan Stanley Bank, National Association	61890UJA6	03/16/2023	5.250	240,000.00	240,000.00	240,000.00	240,458.40	03/17/2025	76	3,659.18	0.12%
Morgan Stanley Private Bank, National Association	61768EQP1	03/16/2023	5.250	240,000.00	240,000.00	240,000.00	240,458.40	03/17/2025	76	3,659.18	0.12%
University CU	914242AB8	03/17/2023	5.150	240,000.00	240,000.00	240,000.00	240,698.40	03/17/2025	76	440.22	0.12%
Westmark CU	960576AB2	03/17/2023	5.250	240,000.00	240,000.00	240,000.00	240,475.20	03/17/2025	76	483.29	0.12%
One Community Bank	682325DE2	03/21/2023	5.150	240,000.00	240,000.00	240,000.00	240,422.40	03/21/2025	80	338.63	0.12%
BMW Bank of North America	05580AX58	03/17/2023	5.100	240,000.00	240,000.00	240,000.00	241,557.60	09/17/2025	260	3,521.10	0.12%
Signature Bank of Arkansas	82669LKF9	03/24/2023	5.100	240,000.00	240,000.00	240,000.00	241,641.60	09/24/2025	267	234.74	0.12%
Affinity Plus FCU	00833AAC4	03/20/2023	5.050	240,000.00	240,000.00	240,000.00	242,692.80	03/20/2026	444	365.26	0.12%
Truliant FCU	89789AAH0	03/22/2023	5.150	240,000.00	240,000.00	240,000.00	242,935.20	03/23/2026	447	304.77	0.12%
Banc of California	05890QBF0	05/14/2024	4.800	240,000.00	240,000.00	240,000.00	242,241.60	05/24/2026	509	1,483.40	0.12%
Bank of China	06428F2X4	05/10/2024	5.150	237,000.00	237,000.00	237,000.00	237,585.39	04/30/2025	120	7,858.34	0.12%
Bankwell Bank	06654GB1	05/08/2024	5.150	237,000.00	237,000.00	237,000.00	237,632.79	05/08/2025	128	7,925.22	0.12%
Bethpage FCU	08756MAA8	05/13/2024	5.250	240,000.00	240,000.00	240,000.00	240,758.40	05/13/2025	133	1,035.62	0.12%
First Fidelity Bank	32024FAK7	05/10/2024	4.850	240,000.00	240,000.00	240,000.00	242,414.40	05/11/2026	496	669.70	0.12%
First Western Bank	337497AK7	05/15/2024	5.000	240,000.00	240,000.00	240,000.00	242,800.80	11/17/2025	321	4,536.99	0.12%
Grand Bank	38522ABY1	05/17/2024	5.000	240,000.00	240,000.00	240,000.00	242,596.80	08/18/2025	230	515.51	0.12%
HomeTrust Bank	43787PFQ1	05/10/2024	5.050	240,000.00	240,000.00	240,000.00	241,329.60	08/11/2025	223	1,693.48	0.12%
Isreal Discount Bank of New York	465076UK1	05/08/2024	5.250	240,000.00	240,000.00	240,000.00	240,218.40	02/10/2025	41	8,181.37	0.12%
Mainstreet Bank	56065GBS6	05/08/2024	5.050	240,000.00	240,000.00	240,000.00	241,874.40	11/10/2025	314	763.73	0.12%
Mountain Commerce Bank	62400PKU3	05/16/2024	5.150	237,000.00	237,000.00	237,000.00	237,684.93	05/16/2025	136	7,657.70	0.12%
Primeway FCU	741600AR1	05/14/2024	5.200	240,000.00	240,000.00	240,000.00	240,722.40	05/14/2025	134	1,025.75	0.12%
The Stockgrowers State Bank of Ashland, KS	86127LAG5	05/10/2024	5.050	240,000.00	240,000.00	240,000.00	241,814.40	11/10/2025	314	1,693.48	0.12%
Valliance Bank	92023LW2	05/10/2024	5.000	240,000.00	240,000.00	240,000.00	241,740.00	11/10/2025	314	690.41	0.12%
Vision Bank	92834ABY1	05/15/2024	4.900	240,000.00	240,000.00	240,000.00	243,938.40	05/15/2026	500	483.29	0.12%
First Bank	319267MP2	09/16/2024	4.400	240,000.00	240,000.00	240,000.00	240,170.40	06/16/2025	167	3,066.74	0.12%
Charter Oak Federal Credit Union	16124MAA6	08/16/2023	5.400	240,000.00	240,000.00	240,000.00	240,340.80	02/18/2025	49	4,864.44	0.12%
Hughes FCU	44425AH5	11/29/2023	5.600	240,000.00	240,000.00	240,000.00	243,194.40	12/01/2025	335	73.64	0.12%
1st Financial Bank USA	32022RWE3	11/22/2023	5.000	240,000.00	240,000.00	240,000.00	240,367.20	11/20/2026	689	295.89	0.12%
Bank of America, National Association	06051V5E2	11/24/2025	5.300	240,000.00	240,000.00	240,000.00	242,560.80	11/24/2025	328	7,771.40	0.12%
Celtic Bank	15118RK97	11/29/2023	5.300	240,000.00	240,000.00	240,000.00	241,032.00	05/29/2025	149	69.70	0.12%
Webbank	947547Z65	09/16/2024	4.450	240,000.00	240,000.00	240,000.00	240,230.40	06/18/2025	169	3,101.59	0.12%
Partners Bank	70214UBW7	09/26/2024	4.400	240,000.00	240,000.00	240,000.00	240,204.00	06/26/2025	177	144.66	0.12%
First Community Bank	31983VCK1	11/24/2023	5.100	240,000.00	240,000.00	240,000.00	242,035.20	11/24/2025	328	234.74	0.12%
Southpoint Bank	84464PBV8	11/29/2023	5.300	240,000.00	240,000.00	240,000.00	241,032.00	05/29/2025	149	69.70	0.12%
Triad Business Bank	89580DBC5	11/30/2023	5.300	240,000.00	240,000.00	240,000.00	241,039.20	05/30/2025	150	34.85	0.12%
Truist Bank	89839KAE5	11/24/2025	5.050	240,000.00	240,000.00	240,000.00	241,960.80	11/24/2025	328	298.85	0.12%
Trustone Financial Credit Union	89841MBA4	01/19/2024	5.000	240,000.00	240,000.00	240,000.00	240,055.20	01/17/2025	17	394.52	0.12%
Oregon Community Credit Union	88584JAL3	01/12/2024	4.600	240,000.00	240,000.00	240,000.00	241,144.80	01/12/2026	377	574.68	0.12%
The Bank of New York Mellon	06405VFT1	01/17/2024	4.600	240,000.00	240,000.00	240,000.00	240,434.40	07/17/2025	198	5,051.18	0.12%
Farmer Insurance Group FCU	30960QAT4	01/18/2024	4.500	240,000.00	240,000.00	240,000.00	240,960.00	01/20/2026	385	384.66	0.12%
General Electric Credit Union	369674CL8	01/26/2024	5.050	240,000.00	240,000.00	240,000.00	240,086.40	01/24/2025	24	166.03	0.12%
Investar Bank, National Association	46091MBJ2	02/28/2024	4.850	240,000.00	240,000.00	240,000.00	240,585.60	05/28/2025	148	95.67	0.12%
Live Oak Banking Company	538036H31	02/29/2024	5.100	240,000.00	240,000.00	240,000.00	240,240.00	02/28/2025	59	1,006.03	0.12%
Numerica CU	67054NBQ5	02/28/2024	4.750	240,000.00	240,000.00	240,000.00	241,768.80	03/02/2026	426	93.70	0.12%
Old National Bank	680061KM9	02/26/2024	5.050	237,000.00	237,000.00	237,000.00	237,206.19	02/25/2025	56	10,132.24	0.12%
S&T Bank	783861CT2	02/29/2024	5.050	237,000.00	237,000.00	237,000.00	237,218.04	02/28/2025	59	10,033.87	0.12%

Town of Little Elm
Portfolio Holdings
Investment Portfolio - by Asset Category
As of 12/31/2024

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
Simmons Bank	82869AFC4	02/29/2024	5.100	237,000.00	237,000.00	237,000.00	237,237.00	02/28/2025	59	10,133.21	0.12%
Southern First Bank	84287PJL7	03/06/2024	4.850	240,000.00	240,000.00	240,000.00	240,633.60	06/06/2025	157	797.26	0.12%
First National Bank of Long Island	329864BH4	02/26/2024	4.900	240,000.00	240,000.00	240,000.00	241,022.40	08/26/2025	238	4,091.84	0.12%
Valley National Bank	919853KQ3	02/27/2024	5.000	240,000.00	240,000.00	240,000.00	241,180.80	08/27/2025	239	4,142.47	0.12%
Wakefield Co-Operative Bank	931047BD5	02/29/2024	5.050	237,000.00	237,000.00	237,000.00	237,237.00	02/28/2025	59	10,133.21	0.12%
Cross River Bank	227563ET6	02/29/2024	5.050	237,000.00	237,000.00	237,000.00	237,218.04	02/28/2025	59	10,033.87	0.12%
Brookline Bank	11373QLL0	02/28/2024	4.950	240,000.00	240,000.00	240,000.00	241,226.40	08/28/2025	240	97.64	0.12%
Affinity Bank	00833JAU5	03/08/2024	4.650	240,000.00	240,000.00	240,000.00	241,135.20	12/08/2025	342	703.23	0.12%
Eaglemark Savings Bank	27004PEJ8	02/28/2024	4.700	240,000.00	240,000.00	240,000.00	241,593.60	02/27/2026	423	3,863.01	0.12%
EagleBank	27002YGG5	03/08/2024	4.850	240,000.00	240,000.00	240,000.00	241,576.80	12/08/2025	342	733.48	0.12%
Flagstar Bank	33847GEH1	02/28/2024	4.750	240,000.00	240,000.00	240,000.00	241,728.00	02/27/2026	423	3,904.11	0.12%
Locus Bank, Inc.	54013VAH6	03/07/2024	4.750	240,000.00	240,000.00	240,000.00	241,711.20	03/06/2026	430	749.59	0.12%
Y-12 FCU	98426AAE7	03/15/2024	4.850	240,000.00	240,000.00	240,000.00	242,040.00	03/16/2026	440	510.25	0.12%
Univest Bank and Trust Co.	91527PCJ4	03/13/2024	4.600	240,000.00	240,000.00	240,000.00	242,899.20	03/15/2027	804	544.44	0.12%
Utah First FCU	91739JAF2	03/19/2024	4.650	240,000.00	240,000.00	240,000.00	243,223.20	03/19/2027	808	366.90	0.12%
Technology Credit Union	87868YAZ6	08/07/2024	5.050	240,000.00	240,000.00	240,000.00	241,156.80	08/07/2025	219	996.16	0.12%
Brightstar Credit Union	10947MAA4	09/17/2024	4.400	240,000.00	240,000.00	240,000.00	240,357.60	09/17/2025	260	405.04	0.12%
BankProv	06648ABT8	10/20/2024	4.300	240,000.00	240,000.00	240,000.00	240,201.60	09/22/2025	265	311.01	0.12%
State Bank of India	8562856U0	09/18/2025	4.350	239,000.00	239,000.00	239,000.00	239,277.24	09/18/2025	261	2,962.29	0.12%
Craft Bank of Atlanta	22412VAT4	09/26/2024	4.300	240,000.00	240,000.00	240,000.00	240,213.60	09/26/2025	269	141.37	0.12%
Onpath Federal Credit Union	68283MAQ9	09/18/2024	4.350	240,000.00	240,000.00	240,000.00	240,508.80	12/18/2028	1,448	858.08	0.12%
United FID Bank	910286HY2	09/13/2024	4.150	240,000.00	240,000.00	240,000.00	240,120.00	03/13/2026	437	491.18	0.12%
Carter Federal Credit Union	14622LAT9	08/07/2024	4.550	240,000.00	240,000.00	240,000.00	241,809.60	08/07/2026	584	718.03	0.12%
Hope Federal Credit Union	43942MAB8	08/09/2024	4.500	240,000.00	240,000.00	240,000.00	241,665.60	08/10/2026	587	650.96	0.12%
Jovia Financial Credit Union	48115LAM6	08/16/2024	4.650	240,000.00	240,000.00	240,000.00	242,258.40	08/17/2026	594	458.63	0.12%
Northeast Bank	66405SEX4	09/24/2024	4.000	240,000.00	240,000.00	240,000.00	239,911.20	03/24/2025	83	2,577.53	0.12%
Workers Federal Credit Union	98138MCP3	09/20/2024	4.000	240,000.00	240,000.00	240,000.00	239,949.60	09/20/2027	993	289.32	0.12%
Ally Bank	02007G3P6	09/19/2024	3.950	240,000.00	240,000.00	240,000.00	239,696.20	09/21/2026	629	2,675.18	0.12%
Direct FCU	25460FEQ5	10/23/2024	4.300	240,000.00	240,000.00	240,000.00	239,824.80	10/23/2025	296	226.19	0.12%
Institution for Savings in Newburyport and ITS Vicinity	45780PCJ2	10/30/2024	4.050	240,000.00	240,000.00	240,000.00	239,796.00	10/30/2025	303	26.63	0.12%
Americu CU	03065QAS7	10/28/2024	4.100	240,000.00	240,000.00	240,000.00	240,021.60	04/28/2026	483	80.88	0.12%
First Technology FCU	33715LFY1	10/23/2024	4.050	240,000.00	240,000.00	240,000.00	240,045.60	10/23/2026	661	213.04	0.12%
Sub Total / Average Certificate of Deposit Negotiable			4.835	20,615,000.00	20,615,000.00	20,615,000.00	20,701,403.82		288	194,729.39	10.33%
US Treasury Notes											
US T-Note	91282CAJ0	2/14/2024	4.767	2,500,000.00	2,334,082.03	2,334,082.03	2,434,825.00	8/31/2025	243	2,106.35	1.17%
Sub Total / Average US Treasury Notes			4.767	2,500,000.00	2,334,082.03	2,334,082.03	2,434,825.00		243	2,106.35	1.17%
US Agency Bonds											
FHLB	3130AYZF6	2/15/2024	4.876	5,000,000.00	5,000,000.00	5,000,000.00	5,008,250.00	5/5/2025	125	37,877.78	2.51%
FHLB	3130AJKW8	7/31/2024	4.900	2,500,000.00	2,409,416.07	2,407,749.40	2,457,225.00	6/13/2025	164	625.00	1.21%
FHLB	3130B2PD1	9/12/2024	4.070	5,000,000.00	4,996,604.01	4,996,604.01	4,990,750.00	9/12/2025	255	60,555.56	2.50%
FHLB	3130B1BT3	7/31/2024	4.446	5,000,000.00	5,094,865.58	5,037,313.50	5,040,200.00	6/12/2026	528	12,864.58	2.52%
FFCB	3133EL4F8	2/14/2024	4.498	2,300,000.00	2,089,343.00	2,089,343.00	2,165,289.00	8/18/2026	595	5,096.33	1.05%
FHLB	3130A5R35	3/27/2024	4.915	2,500,000.00	2,440,632.83	2,440,632.83	2,484,250.00	6/13/2025	164	3,593.75	1.22%
FHLB	3130B3FY4	10/25/2024	4.125	5,000,000.00	5,000,000.00	5,000,000.00	4,999,450.00	7/1/2025	182	38,958.33	2.51%
FHLB	3130B3M75	11/7/2024	4.250	2,500,000.00	2,500,000.00	2,500,000.00	2,473,350.00	11/6/2029	1,771	16,875.00	1.25%
FHLB	3130B3CZ4	10/17/2024	4.100	2,000,000.00	2,000,000.00	2,000,000.00	1,992,480.00	4/24/2026	479	15,261.11	1.00%
FHLMC	3134HAG98	11/21/2024	5.000	5,000,000.00	5,000,000.00	5,000,000.00	4,998,600.00	2/28/2025	57	24,305.56	2.51%
FHLB	3130B3JJ3	10/30/2024	4.320	2,500,000.00	2,500,000.00	2,500,000.00	2,496,575.00	10/30/2026	668	18,000.00	1.25%
FHLMC	3134HAK69	12/4/2024	4.345	2,000,000.00	1,984,000.00	1,984,000.00	1,963,980.00	12/4/2028	1,434	6,187.50	0.99%
FHLB	3130B46L0	12/16/2024	4.700	5,000,000.00	5,000,000.00	5,000,000.00	4,969,700.00	5/16/2028	1,232	9,791.67	2.51%
FHLB	3130B4CM1	12/20/2024	4.700	5,000,000.00	5,000,000.00	5,000,000.00	4,989,550.00	12/20/2027	1,084	7,180.56	2.51%
FNMA	3136GA4D8	12/24/2024	4.636	5,000,000.00	4,970,000.00	4,970,000.00	4,972,400.00	12/24/2029	1,819	4,375.00	2.49%
FNMA	3135G06G3	12/19/2024	4.221	2,500,000.00	2,421,608.33	2,420,150.00	2,421,900.00	11/7/2025	311	1,875.00	1.21%
Sub Total / Average US Agency Bonds			4.506	58,800,000.00	58,406,469.82	58,345,792.74	58,423,949.00		679	263,424.73	29.24%
Municipal Bonds											
Frisco Tex Community Development Sales Tax Rev Bonds	358781DL3	8/15/2024	3.952	1,295,000.00	1,271,443.95	1,271,443.95	1,290,247.35	2/15/2025	46	6,604.50	0.64%
Sub Total / Average Municap Bonds			3.952	1,295,000.00	1,271,443.95	1,271,443.95	1,290,247.35		46	6,604.50	0.64%
Total / Average			4.536	200,152,455.99	199,569,451.79	199,508,774.71	199,792,881.16		210	466,864.97	1.00

TOWN OF LITTLE ELM

Investment Portfolio Summary

Quarter Ending 12/31/2024



Investment Policy Compliance | Maturity Range

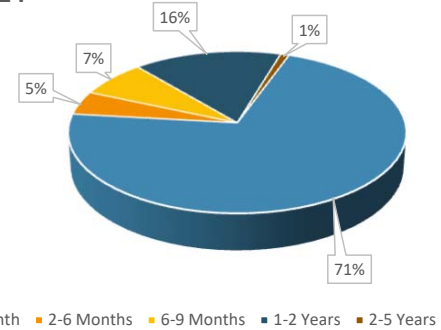
Maturity Range	% of Portfolio	YTM @Cost	Days to Maturity	Book Value
0-1 Month	71.22%	5.15	3.222222	130,873,227.84
2-6 Months	4.74%	5.08	122.2813	8,703,443.95
6-9 Months	7.31%	4.96	237.7778	13,439,382.23
1-2 Years	15.81%	4.79	449.6222	29,056,342.54
2-5 Years	0.92%	4.58	1066.714	1,688,000.00
	100.00%	4.98%	171	183,760,396.56

Maturity Range	% of Portfolio	YTM @Cost	Days to Maturity	Book Value
0-1 Month	58.86%	4.80	5	117,422,455.99
2-6 Months	12.16%	4.84	101	24,255,826.18
6-9 Months	7.74%	4.42	241	15,449,686.04
1-2 Years	11.01%	4.67	439	21,966,806.50
2-5 Years	10.23%	4.47	1,266	20,414,000.00
	100.00%	4.64%	210	199,508,774.71

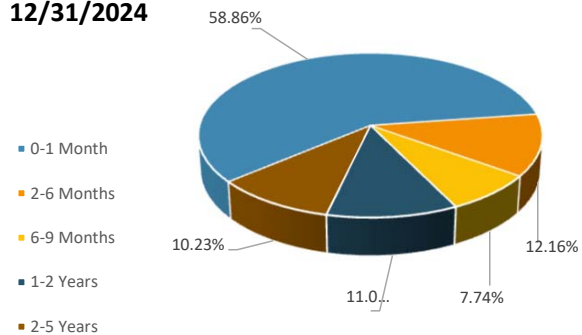
Investment Policy Compliance

Authorized Investments	Days	Compliance
Maturity Range not to exceed 5 Years	210	Yes

9/30/2024



12/31/2024



Town of Little Elm
Portfolio Holdings
Investment Portfolio - by Maturity Range
As of 12/31/2024

Description	CUSIP/Ticker	Maturity Date	Days To Maturity	Settlement Date	Book Value	Market Value	% of Portfolio
0-1 Month							
Independent Bank Pooled Cash MM	MM5236	12/31/2024	1		60,375,424.91	60,375,424.91	30.26%
Independent Bank Section 125 MM	MM3949	12/31/2024	1		102,498.69	102,498.69	0.05%
Independent Bank Emergicon MM	MM7737	12/31/2024	1		112.86	112.86	0.00%
TexPool Consolidated Ops LGIP	LGIP449	12/31/2024	1		8,451,686.31	8,451,686.31	4.24%
TexPool Prime Consolidated Ops LGIP	LGIP590	12/31/2024	1		18,684,782.67	18,684,782.67	28.30%
US Treasury SLGS 2021 CO Bond	202400726	12/31/2024	1		1,832,324.59	1,832,324.59	0.92%
US Treasury SLGS 2022 CO Bond	202400727	12/31/2024	1		3,797,256.43	3,797,256.43	1.90%
US Treasury SLGS 2024 CO Bond	202402052	12/31/2024	1		23,696,369.53	23,696,369.53	11.88%
Trustone Financial Credit Union	89841MBA4	01/17/2025	17	01/19/2024	240,000.00	240,055.20	0.12%
General Electric Credit Union	369674CL8	01/24/2025	24	01/26/2024	240,000.00	240,086.40	0.12%
Total / Average 0-1 Month			5		117,422,455.99	117,422,597.59	58.86%
2-6 Month							
Farmers St Bank	3103NRLN3	2/10/2025	41	8/9/2024	240,000.00	240,153.60	0.12%
Liberty National Bank	531045AK8	2/10/2025	41	8/9/2024	240,000.00	240,168.00	0.12%
SmartBank	83172HHF0	3/20/2025	79	9/20/2024	240,000.00	240,153.60	0.12%
Parkway Bank and Trust	70153RMC3	3/24/2025	83	9/23/2024	240,000.00	240,160.80	0.12%
M&T Bank	564759SC3	3/17/2025	76	3/17/2023	240,000.00	240,422.40	0.12%
Morgan Stanley Bank, National Association	61690U3A6	3/17/2025	76	3/16/2023	240,000.00	240,458.40	0.12%
Morgan Stanley Private Bank, National Association	61768EQP1	3/17/2025	76	3/16/2023	240,000.00	240,458.40	0.12%
University CU	914242AB8	3/17/2025	76	3/17/2023	240,000.00	240,698.40	0.12%
Westmark CU	960576AB2	3/17/2025	76	3/17/2023	240,000.00	240,475.20	0.12%
One Community Bank	682325DE2	3/21/2025	80	3/21/2023	240,000.00	240,422.40	0.12%
Isreal Discount Bank of New York	465076UK1	2/10/2025	41	5/8/2024	240,000.00	240,218.40	0.12%
Charter Oak Federal Credit Union	16124MAA6	2/18/2025	49	8/16/2023	240,000.00	240,340.80	0.12%
Live Oak Banking Company	538036H31	2/28/2025	59	2/29/2024	240,000.00	240,240.00	0.12%
Old National Bank	680061KM9	2/25/2025	56	2/26/2024	237,000.00	237,206.19	0.12%
S&T Bank	783961CT2	2/28/2025	59	2/29/2024	237,000.00	237,216.04	0.12%
Simmons Bank	82869AFC4	2/28/2025	59	2/29/2024	237,000.00	237,237.00	0.12%
Wakefield Co-Operative Bank	931047BD5	2/28/2025	59	2/29/2024	237,000.00	237,237.00	0.12%
Cross River Bank	227563ET6	2/28/2025	59	2/29/2024	237,000.00	237,218.04	0.12%
Northeast Bank	66405SEX4	3/24/2025	83	9/20/2024	240,000.00	239,911.20	0.12%
Frisco Tex Community Development Sales Tax Rev Bonds	358781DL3	2/15/2025	46	8/15/2024	1,271,443.95	1,290,247.35	0.64%
Barclays Bank	06740KSR9	5/7/2025	127	8/7/2024	240,000.00	240,475.20	0.12%
Veritex Community Bank	923450HZ6	5/7/2025	127	8/7/2024	240,000.00	240,475.20	0.12%
Bank of China	06428F2X4	4/30/2025	120	5/10/2024	237,000.00	237,585.39	0.12%
Bankwell Bank	066548GB1	5/8/2025	128	5/8/2024	237,000.00	237,632.79	0.12%
Bethpage FCU	08756MAA8	5/13/2025	133	5/13/2024	240,000.00	240,758.40	0.12%
Mountain Commerce Bank	62400PKU3	5/16/2025	136	5/16/2024	237,000.00	237,684.93	0.12%
Primeway FCU	741600AR1	5/14/2025	134	5/14/2024	240,000.00	240,722.40	0.12%
First Bank	319267MP2	6/16/2025	167	9/16/2024	240,000.00	240,170.40	0.12%
Celtic Bank	15118RK97	5/29/2025	149	11/29/2023	240,000.00	241,032.00	0.12%
Webbank	947547Z65	6/18/2025	169	9/16/2024	240,000.00	240,230.40	0.12%
Partners Bank	70214UBW7	6/26/2025	177	9/26/2024	240,000.00	240,204.00	0.12%
Southpoint Bank	84464PBV8	5/29/2025	149	11/29/2023	240,000.00	241,032.00	0.12%
Triad Business Bank	89580DBC5	5/30/2025	150	11/30/2023	240,000.00	241,039.20	0.12%
Investar Bank, National Association	46091MBJ2	5/28/2025	148	2/28/2024	240,000.00	240,585.60	0.12%
Southern First Bank	84287PJL7	6/6/2025	157	3/6/2024	240,000.00	240,633.60	0.12%
FHLB	3130AYZF6	5/5/2025	125	2/15/2024	5,000,000.00	5,008,250.00	2.51%
FHLB	3130AJKW8	6/13/2025	164	7/31/2024	2,407,749.40	2,457,225.00	1.21%
FHLB	3130ASR35	6/13/2025	164	3/27/2024	2,440,632.83	2,484,250.00	1.22%
FHLMC	3134HAG98	2/26/2025	57	11/21/2024	5,000,000.00	4,998,600.00	2.51%
Total / Average 2-6 Month			101		24,255,826.18	24,389,231.73	12.16%
6-9 Months							
BMW Bank of North America	05580AX58	09/17/2025	260	03/17/2023	240,000.00	241,557.60	0.12%
Signature Bank of Arkansas	82669LKF9	09/24/2025	267	03/24/2023	240,000.00	241,641.60	0.12%
Grand Bank	38522ABY1	08/18/2025	230	05/17/2024	240,000.00	242,596.80	0.12%
HomeTrust Bank	43787PFQ1	08/11/2025	223	05/10/2024	240,000.00	241,329.60	0.12%
The Bank of New York Mellon	06405VFT1	07/17/2025	198	01/17/2024	240,000.00	240,434.40	0.12%
First National Bank of Long Island	329864BH4	08/26/2025	238	02/26/2024	240,000.00	241,022.40	0.12%
Valley National Bank	919853KQ3	08/27/2025	239	02/27/2024	240,000.00	241,180.80	0.12%
Brookline Bank	11373QLL0	08/28/2025	240	02/28/2024	240,000.00	241,226.40	0.12%
Technology Credit Union	87868YAZ6	08/07/2025	219	08/07/2024	240,000.00	241,156.80	0.12%
Brightstar Credit Union	10947MAA4	09/17/2025	260	09/17/2024	240,000.00	240,357.60	0.12%
BankProv	06648ABT8	09/22/2025	265	10/20/2024	240,000.00	240,201.60	0.12%

Town of Little Elm
Portfolio Holdings
Investment Portfolio - by Maturity Range
As of 12/31/2024

Description	CUSIP/Ticker	Maturity Date	Days To Maturity	Settlement Date	Book Value	Market Value	% of Portfolio
State Bank of India	856285EU0	09/18/2025	261	09/18/2025	239,000.00	239,277.24	0.12%
Craft Bank of Atlanta	22412VAT4	09/26/2025	269	09/26/2024	240,000.00	240,213.60	0.12%
US T-Note	91282CAJ0	08/31/2025	243	02/14/2024	2,334,082.03	2,434,825.00	1.17%
FHLB	3130B2PD1	09/12/2025	255	09/12/2024	4,996,604.01	4,990,750.00	2.50%
FHLB	3130B3FY4	07/01/2025	182	10/25/2024	5,000,000.00	4,999,450.00	2.51%
Total / Average 6-9 Months			241		15,449,686.04	15,557,221.44	7.74%
1-2 Years							
Vystar Credit Union	92891CCN0	9/30/2025	273	9/30/2022	240,000.00	240,360.00	0.12%
Hughes FCU	444425AH5	12/01/2025	335	11/29/2023	240,000.00	243,194.40	0.12%
Bank of America, National Association	06051V5E2	11/24/2025	328	11/24/2025	240,000.00	242,560.80	0.12%
Affinity Plus FCU	00833AAC4	03/20/2026	444	03/20/2023	240,000.00	242,692.80	0.12%
First Community Bank	31983VCK1	11/24/2025	328	11/24/2023	240,000.00	242,035.20	0.12%
Trustar Bank	89839KAE5	11/24/2025	328	11/24/2025	240,000.00	241,960.80	0.12%
Oregon Community Credit Union	68584JAL3	01/12/2026	377	01/12/2024	240,000.00	241,144.80	0.12%
Farmer Insurance Group FCU	30960QAT4	01/20/2026	385	01/18/2024	240,000.00	240,960.00	0.12%
Numerica CU	67054NBG5	03/02/2026	426	02/28/2024	240,000.00	241,768.80	0.12%
Affinity Bank	00833JAU5	12/08/2025	342	03/08/2024	240,000.00	241,135.20	0.12%
Eaglemark Savings Bank	27004PEJ8	02/27/2026	423	02/28/2024	240,000.00	241,593.60	0.12%
EagleBank	27002YGG5	12/08/2025	342	03/08/2024	240,000.00	241,576.80	0.12%
Flagstar Bank	33847GEH1	02/27/2026	423	02/28/2024	240,000.00	241,728.00	0.12%
Locus Bank, Inc.	54013VAH6	03/06/2026	430	03/07/2024	240,000.00	241,711.20	0.12%
Y-12 FCU	98426AAE7	03/16/2026	440	03/15/2024	240,000.00	242,040.00	0.12%
Truliant FCU	89789AAH0	3/23/2026	447	3/22/2023	240,000.00	242,935.20	0.12%
Banc of California	05890QB0	5/24/2026	509	5/14/2024	240,000.00	242,241.60	0.12%
First Fidelity Bank	32024FAK7	5/11/2026	496	5/10/2024	240,000.00	242,414.40	0.12%
First Western Bank	337497AK7	11/17/2025	321	5/15/2024	240,000.00	242,800.80	0.12%
Mainstreet Bank	56065GBS6	11/10/2025	314	5/8/2024	240,000.00	241,874.40	0.12%
The Stockgrowers State Bank of Ashland, KS	86127LAG5	11/10/2025	314	5/10/2024	240,000.00	241,814.40	0.12%
Valliance Bank	92023LBW2	11/10/2025	314	5/10/2024	240,000.00	241,740.00	0.12%
Vision Bank	92834ABY1	5/15/2026	500	5/15/2024	240,000.00	243,938.40	0.12%
United FID Bank	910286HY2	3/13/2026	437	9/13/2024	240,000.00	240,120.00	0.12%
Carter Federal Credit Union	14622LAT9	8/7/2026	584	8/7/2024	240,000.00	241,809.60	0.12%
Hope Federal Credit Union	43942MAB8	8/10/2026	587	8/9/2024	240,000.00	241,665.60	0.12%
Jovia Financial Credit Union	48115LAM6	8/17/2026	594	8/16/2024	240,000.00	242,258.40	0.12%
1st Financial Bank USA	32022RWE3	11/20/2026	689	11/22/2023	240,000.00	240,367.20	0.12%
Ally Bank	02007G3P6	9/21/2026	629	9/19/2024	240,000.00	239,695.20	0.12%
Direct FCU	25460FEQ5	10/23/2025	296	10/23/2024	240,000.00	239,824.80	0.12%
Institution for Savings in Newburyport and ITS Vicinity	45780PCJ2	10/30/2025	303	10/30/2024	240,000.00	239,796.00	0.12%
Americu CU	03065QAS7	4/28/2026	483	10/28/2024	240,000.00	240,021.60	0.12%
First Technology FCU	33715LYF1	10/23/2026	661	10/23/2024	240,000.00	240,045.60	0.12%
FHLB	3130B3CZ4	4/24/2026	479	10/17/2024	2,000,000.00	1,992,480.00	1.00%
FHLB	3130B3JJ3	10/30/2026	666	10/30/2024	2,500,000.00	2,496,575.00	1.25%
FNMA	3135G06G3	11/7/2025	311	12/19/2024	2,420,150.00	2,421,900.00	1.21%
FHLB	3130B1BT3	06/12/2026	528	07/31/2024	5,037,313.50	5,040,200.00	2.52%
FFCB	3133EL4F8	8/18/2026	595	2/14/2024	2,089,343.00	2,165,289.00	1.05%
Total / Average 1-2 Years			439		21,966,806.50	22,088,269.60	11.01%
2-5 Years							
Univest Bank and Trust Co.	91527PCJ4	3/15/2027	804	3/13/2024	240,000.00	242,899.20	0.12%
Utah First FCU	91739JAF2	3/19/2027	808	3/19/2024	240,000.00	243,223.20	0.12%
Onpath Federal Credit Union	68283MAQ9	12/18/2028	1,448	9/18/2024	240,000.00	240,508.80	0.12%
Workers Federal Credit Union	98138MCP3	9/20/2027	993	9/20/2024	240,000.00	239,949.60	0.12%
FHLB	3130B3M75	11/6/2029	1,771	11/7/2024	2,500,000.00	2,473,350.00	1.25%
FHLMC	3134HAK69	12/4/2028	1,434	12/4/2024	1,984,000.00	1,963,980.00	0.99%
FHLB	3130B46L0	5/16/2028	1,232	12/16/2024	5,000,000.00	4,969,700.00	2.51%
FHLB	3130B4CM1	12/20/2027	1,084	12/20/2024	5,000,000.00	4,989,550.00	2.51%
FNMA	3136GA4D8	12/24/2029	1,819	12/24/2024	4,970,000.00	4,972,400.00	2.48%
Total / Average 2-5 Years			1,266		20,414,000.00	20,335,560.80	10.23%
Total / Average					199,508,774.71	199,792,881.16	1.00

TOWN OF LITTLE ELM

Investment Portfolio Summary

Quarter Ending 12/31/2024



Funds		Par Value	Book Value	Market Value	Accrued Interest
Cash Positions Bank					
Value at	9/30/2024	68,223,035.98	68,223,035.98	68,223,035.98	-
	Net Change	(7,744,999.52)	(7,744,999.52)	(7,744,999.52)	-
Value at	12/31/2024	60,478,036.46	60,478,036.46	60,478,036.46	-
Cash Positions Pool Investments					
Value at	9/30/2024	62,413,191.86	62,413,191.86	62,413,191.86	-
	Net Change	(5,948,772.33)	(5,948,772.33)	(5,948,772.33)	-
Value at	12/31/2024	56,464,419.53	56,464,419.53	56,464,419.53	-
Certificate of Deposit Negotiable					
Value at	9/30/2024	22,547,000.00	22,547,000.00	22,691,904.02	190,131.35
	Net Change	(1,932,000.00)	(1,932,000.00)	(1,990,500.20)	4,598.04
Value at	12/31/2024	20,615,000.00	20,615,000.00	20,701,403.82	194,729.39
Municipal Bonds					
Value at	9/30/2024	1,295,000.00	1,271,443.95	1,278,747.75	2,185.31
	Net Change	-	-	11,499.60	4,419.19
Value at	12/31/2024	1,295,000.00	1,271,443.95	1,290,247.35	6,604.50
US Treasury Notes					
Value at	9/30/2024	2,500,000.00	2,334,082.03	2,415,650.00	517.96
	Net Change	-	-	19,175.00	1,588.39
Value at	12/31/2024	2,500,000.00	2,334,082.03	2,434,825.00	2,106.35
US Government Bonds (Agencies)					
Value at	9/30/2024	27,300,000.00	26,971,642.74	27,206,887.00	240,208.96
	Net Change	31,500,000.00	31,374,150.00	31,217,062.00	23,215.77
Value at	12/31/2024	58,800,000.00	58,345,792.74	58,423,949.00	263,424.73
Total Portfolio		Par Value	Book Value	Market Value	Accrued Interest
Value at	9/30/2024	184,278,227.84	183,760,396.56	184,229,416.61	433,043.58
	Net Change	15,874,228.15	15,748,378.15	15,563,464.55	33,821.39
Value at	12/31/2024	200,152,455.99	199,508,774.71	199,792,881.16	466,864.97

TOWN OF LITTLE ELM

Investment Portfolio Interest Earnings

Quarter Ending 12/31/2024



Interest Earnings

Investment Type	FY 2020 Interest Earnings	FY 2021 Interest Earnings	FY 2022 Interest Earnings	FY 2023 Interest Earnings	FY 2024 Interest Earnings	Oct-24	Nov-24	Dec-24	FY2025 Interest Earnings
Cash Positions Bank	922,000	497,865	685,298	3,643,690	4,307,617	275,672	217,013	197,546	690,230
Cash Positions Pooled	185,688	15,186	308,396	2,240,431	2,150,570	214,707	209,279	223,035	647,021
Investments	216,427	142,045	212,135	642,803	1,777,310	61,671	281,234	309,682	652,587
Total Cash and Investments	1,324,115	655,096	1,205,829	6,526,924	8,235,497	552,050	707,526	730,262	1,989,839



Date: 02/04/2025
Agenda Item #: 4. F.
Department: Finance
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to Approve the **Unaudited Quarterly Budget to Actual Report for the Quarter Ending December 31, 2024**.

DESCRIPTION:

The purpose of this item is to provide the Town Council with a report of the financial performance of the Town regarding its Budget of Revenues and Expenditures for the 1st Quarter of the Fiscal Year 2024-2025.

BUDGET IMPACT:

At December 31, 2024, the budget for all major funds is targeted at 25% since this is the first quarter of the FY2024-2025 financial period. This is an unaudited financial report that represents the town's financial condition as it relates to the amended budget. Please see notes outlined throughout the report that highlight specific financial data.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Staff Memo-Q1 Budget to Actual FY2024-2025
Q1 Financial Report FY2024-2025

MEMORANDUM

TO: MATT MUELLER, TOWN MANAGER
FROM: KELLY WILSON, CHIEF FINANCIAL OFFICER
SUBJ: BUDGET REPORT FOR PERIOD 12/31/2024
CC: MAYOR AND COUNCIL

The attached is Budget to Actual Information for the fiscal period ending December 31, 2024. This period ending represents 25% of the Town's fiscal year. This information is unaudited and provides a snapshot of our financial information in a budgetary basis.

Cash and Investment Position: The Town maintains an excellent cash position with all idle funds in interest bearing accounts or secured investments. Total interest earned through this reporting period was \$1,989,839. Total cash and investments on hand at the end of the reporting period is \$199,792,881. For detailed information, please refer to the quarterly investment report.

Budget: As of December 31, 2024, the budget is as follows for major funds with the **target at 25%**; the major funds are presented in summary below.

Revenues:

<i>Major Funds – Sources</i>		<i>Budget</i>		<i>YTD</i>	<i>% Earned</i>
General Fund	\$	66,101,042	\$	27,937,299	42.3%
Park and Recreation Fund		5,554,150		754,462	21.9%
Street Maintenance Fund		2,009,851		174,998	8.7%
Water and Sewer Fund		25,203,931		5,512,385	21.9%
Solid Waste Fund		4,514,763		1,008,674	22.3%
Storm Drainage System Fund		833,500		198,042	23.8%

Expenditures:

<i>Major Funds - Uses</i>		<i>Budget</i>		<i>YTD</i>	<i>% Used</i>
General Fund	\$	79,974,133	\$	15,666,046	19.6%
Park and Recreation Fund		6,066,107		1,197,462	19.7%
Street Maintenance Fund		2,102,761		347,745	16.5%
Water and Sewer Fund		30,118,153		4,911,877	19.7%
Solid Waste Fund		4,670,221		689,022	14.7%
Storm Drainage System Fund		1,110,625		202,300	18.2%

General Fund Revenue and Expense Summary: Total General Fund revenue is pacing behind last year relative to the total budget by 11%. This is due to the timing of property tax revenue and decreased building permit revenue. Total revenue through this period is \$27,937,299, or 42.3% of the budget. Property Tax collection typically starts in October and spikes with collections in December and January. Total General Fund expenditures throughout this period total to \$15,666,046, or 19.6% of the budget. All department activities are within expected levels throughout the reporting period. Public Safety expenditures are trending behind last year relative to the total budget by 5%. Community Services expenditures are trending ahead of last year relative to the total budget by 4% due to starting the long range planning study that is budgeted in this year's plan. Please refer to the quarterly financial report for detailed information.

FINANCE DEPARTMENT
BUDGET REPORT

General Fund and Debt Service Fund Property Taxes:

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

General & Debt	General Fund Budget	General Fund YTD Actual	Debt Service Fund Budget	Debt Service Fund YTD Actual
Current Levy	\$34,342,669	\$21,548,874	\$10,164,606	\$6,137,162
Penalty and Interest	75,000	9,434	-	2,447
Prior Year Property Taxes	10,000	84,093	-	26,435
Total	\$34,427,669	\$21,642,401	\$10,164,606	\$6,166,044

Town-wide Ad Valorem property tax collections as of December 31, 2024 reflect \$27,576,670 or 58.82% on a tax levy of \$47,067,564.

Sales Tax: The Town's total sales tax budget (2 cents) is \$15,478,807. For this reporting period, the Town has received one distribution of sales tax from the State Comptroller's office. The sales tax distribution reflects the Town's portion of October sales tax. The table below summarizes total sales tax collections through this reporting period. The figures below do not include any reduction to Sales Tax associated with any development, 380 or economic development agreements.

Fiscal Year	Total Sales Tax Received	1¢ City	.50¢ EDC	.25¢ CDC	.25¢ SMF
2025 Budget	15,478,807	7,739,403	3,869,702	1,934,851	1,934,851
2025 Actual	1,299,807	649,904	324,952	162,476	162,476

Water and Sewer Fund: The Town's Water-Wastewater Utility YTD revenue is trending the same as last year relative to the total budget. Total Utility revenue through this reporting period is \$5,512,385, or 21.9% of the budget. This year water payers saw an increase of 4% in water rates. Sewer rates remained unchanged. Actual expenditures through this reporting period are \$4,911,877, or 16.3% of the budget. Total operational expenses are within expected levels throughout this reporting period. Please see the quarterly financial report for detailed information

Water Purchases and Consumption: The water purchase take or pay budget reflects \$7,920,000 or 25.5% of the operating budget. The Town is reporting water purchases through the last quarter of \$1,886,634. The Town of Little Elm has billed 464 billion gallons of water through the 1st quarter of FY 2025 and has purchased 490 billion gallons from NTMWD. The Town's take or pay water consumption is 1.919 billion gallons of water for the fiscal year from NTMWD. Please see the quarterly financial report for detailed information.



FY 2024 - 2025 Quarter 1 Financial Report
October 1, 2024 - December 31, 2024

Total All Funds					
	Adopted Budget	Amended Budget	Actual		
Revenue	\$ 122,962,369	\$ 124,806,085	\$ 43,255,309	34.7%	
Expenditures	\$ 130,715,201	\$ 143,100,650	\$ 24,231,589	16.9%	
Net Gain/(Loss)	\$ (7,752,832)	\$ (18,294,565)	\$ 19,023,721		

General Fund				
	Adopted Budget	Amended Budget	Actual	
Revenue	\$ 64,257,325	\$ 66,101,042	\$ 27,937,299	42.3%
Expenditures	\$ 70,708,194	\$ 79,974,133	\$ 15,666,046	19.6%
Net Gain/(Loss)	\$ (6,450,869)	\$ (13,873,091)	\$ 12,271,253	

Street Maintenance Fund				
	Adopted Budget	Amended Budget	Actual	
Revenue	\$ 2,009,851	\$ 2,009,851	\$ 174,998	8.7%
Expenditures	\$ 2,102,270	\$ 2,102,761	\$ 347,745	16.5%
Net Gain/(Loss)	\$ (92,419)	\$ (92,910)	\$ (172,747)	

Utility Fund				
	Adopted Budget	Amended Budget	Actual	
Revenue	\$ 25,203,931	\$ 25,203,931	\$ 5,512,385	21.9%
Expenditures	\$ 29,087,691	\$ 30,118,153	\$ 4,911,877	16.3%
Net Gain/(Loss)	\$ (3,883,760)	\$ (4,914,222)	\$ 600,508	

Debt Service Fund				
	Adopted Budget	Amended Budget	Actual	
Revenue	\$ 9,507,984	\$ 9,507,984	\$ 6,154,543	64.7%
Expenditures	\$ 9,287,731	\$ 9,287,731	\$ 4,310	0.0%
Net Gain/(Loss)	\$ 220,253	\$ 220,253	\$ 6,150,233	

Parks and Recreation Fund				
	Adopted Budget	Amended Budget	Actual	
Revenue	\$ 5,554,150	\$ 5,554,150	\$ 754,462	13.6%
Expenditures	\$ 5,969,456	\$ 6,066,107	\$ 1,197,462	19.7%
Net Gain/(Loss)	\$ (415,306)	\$ (511,957)	\$ (443,000)	

Other Non-Major Funds				
	Adopted Budget	Amended Budget	Actual	
Revenue	\$ 16,429,128	\$ 16,429,128	\$ 2,721,623	16.6%
Expenditures	\$ 13,559,859	\$ 15,551,765	\$ 2,104,148	13.5%
Net Gain/(Loss)	\$ 2,869,268	\$ 877,362	\$ 617,474	

The information in this report represents financial transactions for the first quarter (October - December) fiscal year ending September 30, 2025, unless otherwise specified. All current financial figures are unaudited and may be subject to change or adjustment.

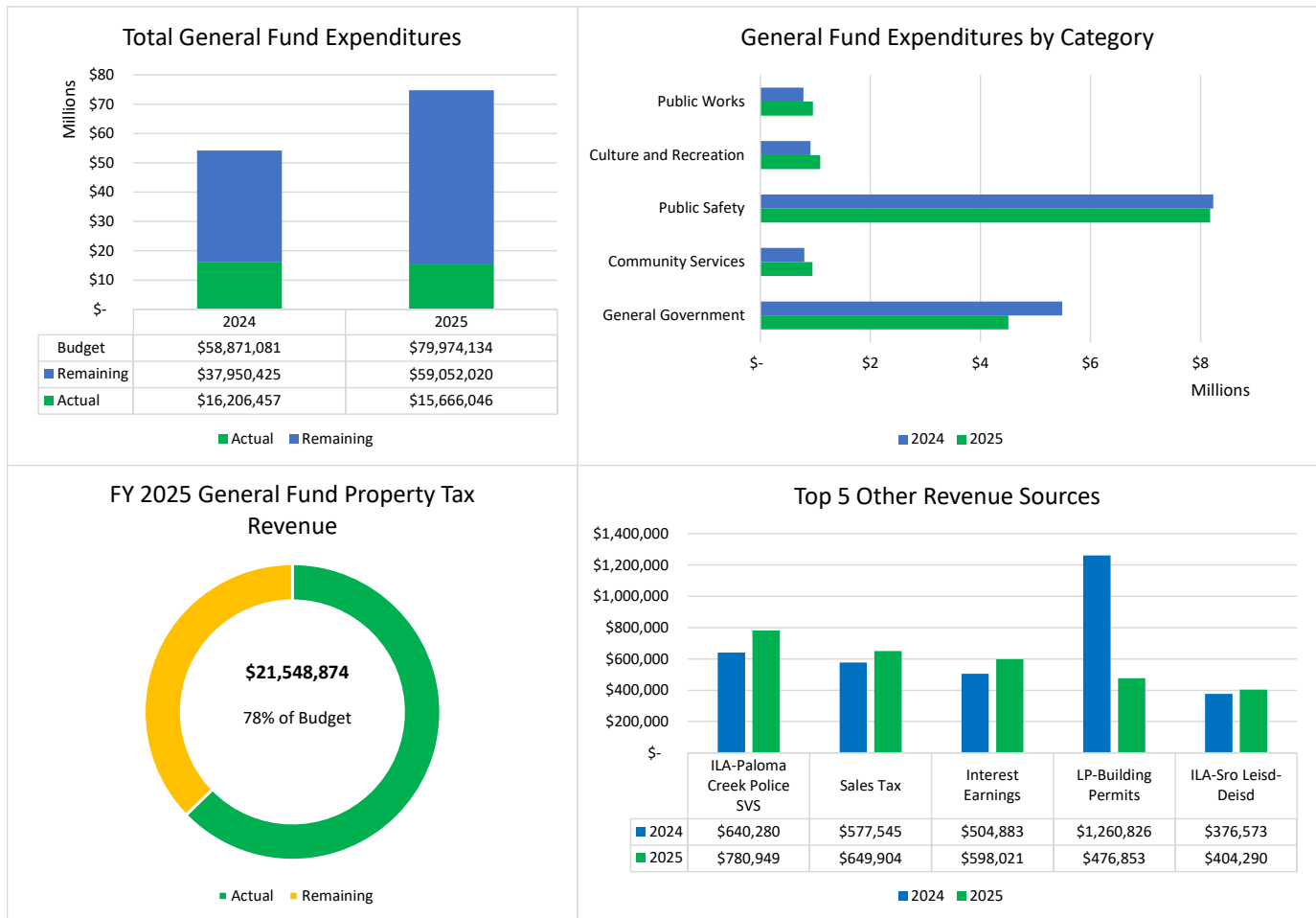
CIP funds are not included in this report.

This report includes the amended budget presented to Council December 2024 for the encumbrance roll of \$2,977,615. Expenditures in this report do not include current encumbrances.



FY 2024 - 2025 Q1 Financial Report - General Fund

October 1, 2024 - December 31, 2024



REVENUE

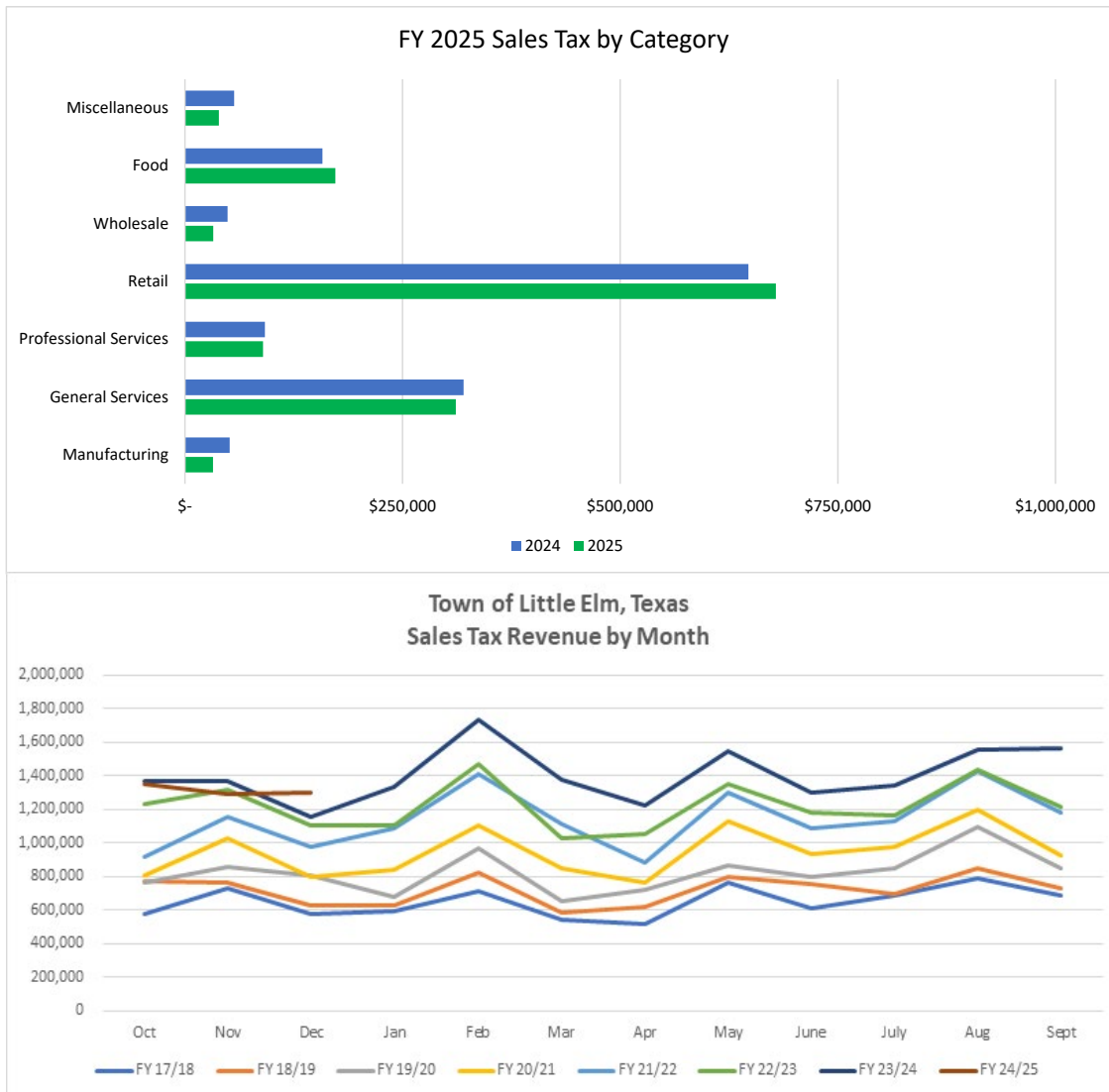
- General Fund Revenue is pacing behind last year relative to the total budget by 10.7%. This is due to the timing of property tax revenue and decreased building permit revenue. Revenue through this period has reached 42.3% of the budget.
- For this reporting period, the Town has received one distributions of sales tax from the State Comptroller's office. Total Sales tax revenue in the General Fund through this period reflects a 12.5% increase over last year. See Sales Tax report for more information.
- Interest earnings have seen a 18.4% increase over last year through this period due to strong market conditions, investment strategies in cash and issuance of the 2024 CO Bond.
- Building permit revenue through this period has seen a 62.2% decrease over last year. Construction of 2 elementary schools commenced in the previous year, resulting in higher permit revenue.

Expenditures

- Excluding interfund transfers, General Fund expenditures are pacing behind last year by 1.2% relative to the total budget. Total Expenditures through this period have reached 19.6% of the budget.
- Public safety expenditures are trending behind last year relative to the total budget by 4.6%. This is due to the timing of payments for dispatch services through Denton County.
- Community Services expenditures are trending ahead of last year relative to the total budget by 4.0% due to starting the long range planning study that is budgeted in this years plan.



FY 2024 - 2025 Q1 Financial Report - Sales Tax October 1, 2024 - December 31, 2024

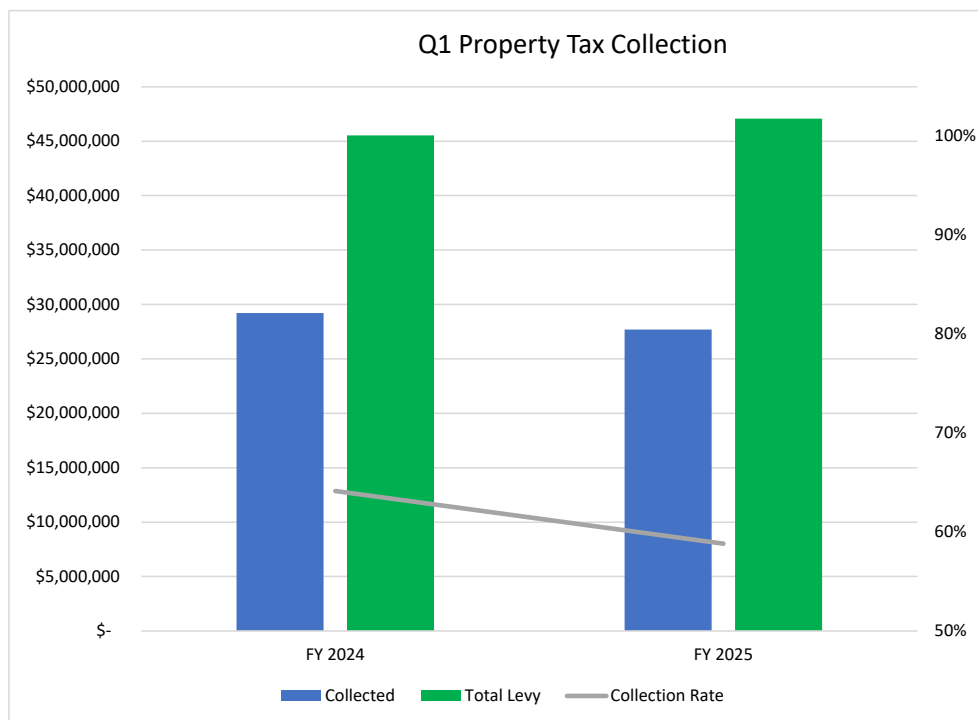


REVENUE

- Year to date, the Town has collected \$2.6 million in sales tax, which is over projected revenue by 12.53%. The Town anticipated a reduction in sales tax due to the Harry Potter event that was refelcted last year during this reporting period.



FY 2024 - 2025 Q1 Financial Report - Property Tax October 1, 2024 - December 31, 2024



REVENUE

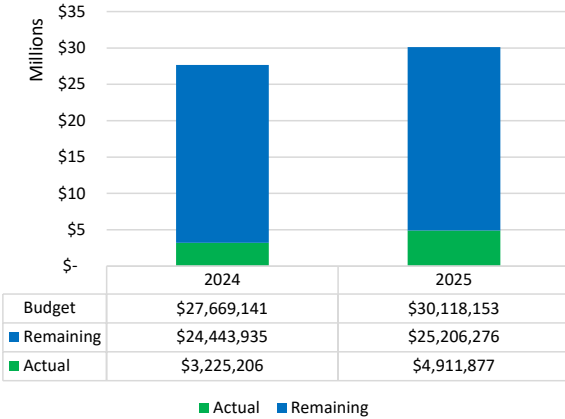
- Town wide property tax collections through the reporting period are down from last year relative to the total tax levy by 5.2%. Total collections through this period have increased by 13.4% due to the increased tax levy.
- Finance will continue to monitor property tax collections.



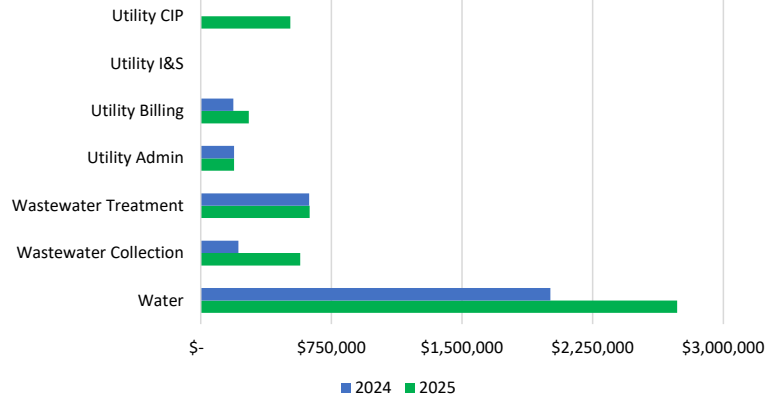
FY 2024 - 2025 Q1 Financial Report - Utility Fund

October 1, 2024 - December 31, 2024

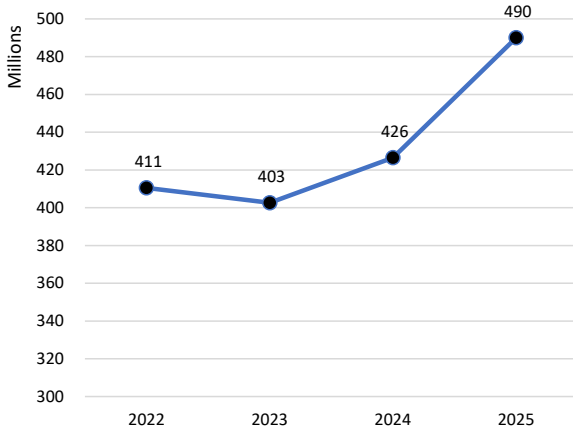
Total Utility Fund Expenditures



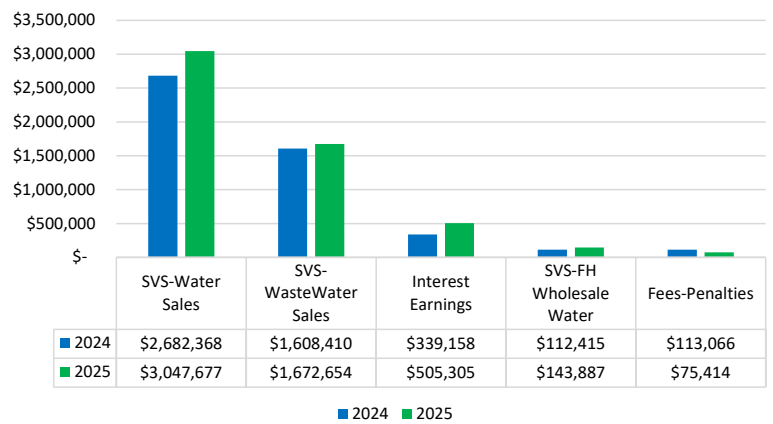
Utility Fund Expenditures by Department



Total Water Consumption Billed



Top 5 Utility Fund Revenue Sources



REVENUE

- Utility Fund Revenue is trending the same as last year relative to the total budget. Revenue through this period has reached 21.9% of the budget.
- Total water sales are \$365K higher than last year through this period due to increased consumption and water rate increases outlined in the 5 year plan. There is no wastewater rate increase this year.
- Town property is not billed for water usage, but is reflected in the total consumption amount.

EXPENDITURES

- Excluding interfund transfers, Utility Fund expenditures are trending behind of last year by 9.4% relative to the total budget. Expenditures through this period have reached 16.3% of the budget.
- Water Utility expenditures are trending ahead of last year by 4.0% of the total budget due to expenses for water from North Texas Municipal Water District. The Town's take-or-pay rate increased by \$826,071 (12.4%) from 2024 to 2025.
- Wastewater collection expenses are 163% higher than last year relative to the total budget due to the purchase of a new camera van for wastewater system maintenance.

CONSUMPTION

- Total water consumption is 14.9% higher than last year.



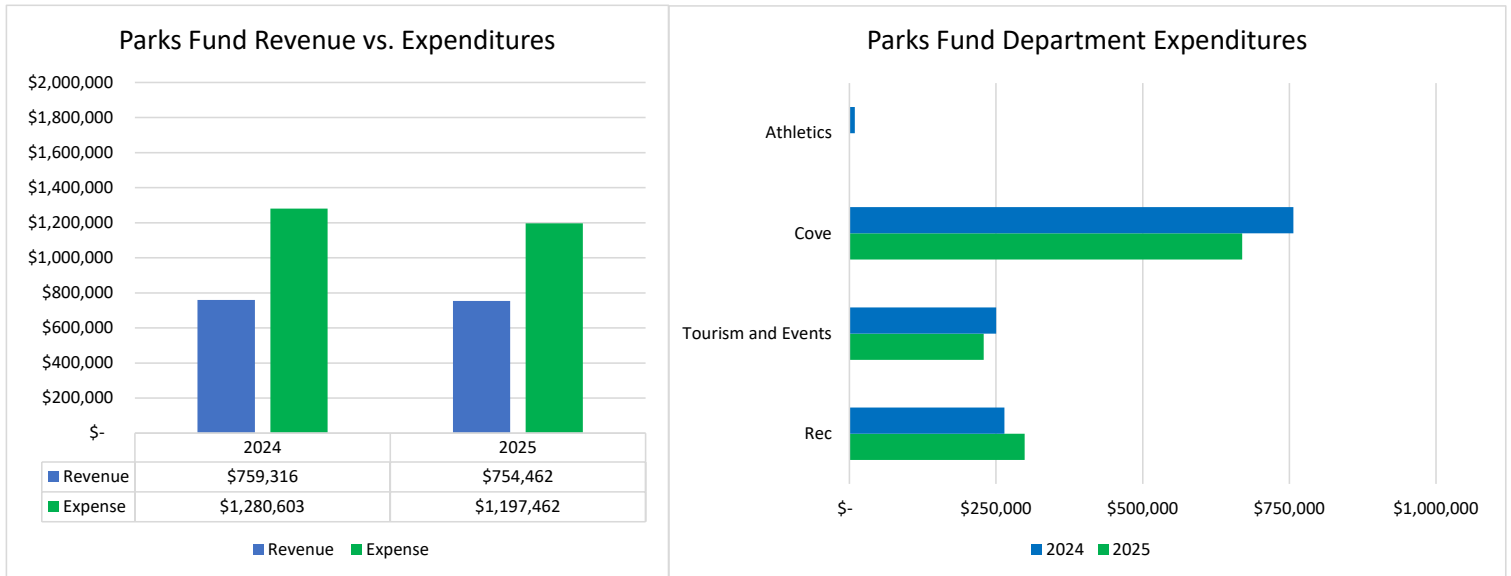
FY 2024 - 2025 Quarter 1 Utility Consumption
October 1, 2024 - December 31, 2024

	Oct-24		Nov-24		Dec-24	
	WATER	SEWER	WATER	SEWER	WATER	SEWER
# of Accts Residential	12,397	12,145	12,402	12,149	12,427	12,174
#of Accts Commercial	481	244	483	244	484	242
Consumption-Residential	143,719,000	80,010,000	131,438,000	80,499,000	85,041,000	79,072,000
Consumption-Commercial	41,994,000	6,962,000	40,441,000	7,132,000	21,559,000	5,928,000
Average Residential Water Consumption	11,593		10,598		6,843	
Billed (\$) Residential	\$ 1,221,864	\$ 632,494	\$ 1,133,851	\$ 634,859	\$ 805,318	\$ 630,117
Billed (\$) Commercial	\$ 309,891	\$ 38,147	\$ 297,081	\$ 38,995	\$ 184,555	\$ 33,348
Total Billed (\$)	\$ 1,531,755	\$ 670,641	\$ 1,430,932	\$ 673,854	\$ 989,873	\$ 663,464
Rainfall	0.54		3.23		3.05	



FY 2024 - 2025 Q1 Financial Report - Parks Fund

October 1, 2024 - December 31, 2024



	Athletics		Cove		Rec Programming		Tourism and Events		Other	Fund Total
Revenue	\$	31,361	\$	332,981	\$	257,172	\$	84,677	\$ 48,270	\$ 754,462
Expenditures	\$	291	\$	669,517	\$	298,564	\$	229,090	\$ -	\$ 1,197,462
Cost Recovery		10768.4%		49.7%		86.1%		37.0%	N/A	63.0%

REVENUE

- Parks Fund Revenue is pacing the same as last year relative to the total budget. Revenue through this period has reached 13.6% of the budget. This is expected during the slow winter season.

EXPENDITURES

- Through this reporting period, expenditures for the Cove® are trending 3.1% less than last year relative to the total budget. This is due to facility updates completed in the prior year.
- Through this reporting period, expenditures for the Parks Fund are less than last year relative to the total budget by 2.1%. Total expenditures have reached 19.7% of the budget.

COST RECOVERY

- The Cove® is currently 49.7% cost recovered. This is an increase from 28.0% from last year through this period, due to one-time facility projects. This is expected to increase as we reach the busy summer season.
- Special events is currently 37.0% cost recovered due to expenses incurred for future events.
- Through this reporting period, the Parks Fund is currently 63.0% cost recovered. This is up from last year through the same period by 3.7%.



Date: 02/04/2025
Agenda Item #: 4. G.
Department: Public Works
Strategic Goal: Ensure excellence in public services while keeping up with the growth in the community
Staff Contact: Jason Shroyer, Director of Public Works

AGENDA ITEM:

Consider Action to Approve a **Professional Services Agreement with Freese and Nichols, Inc., for the Development of Construction Plans and Specifications for Improvements to the Transmission Water Lines Leaving the Mansell Pump Station in the Amount of \$504,300.**

DESCRIPTION:

During the Town's Impact Fee and water model analysis project, it was determined that additional capacity would be necessary to meet the growing demands on the water distribution system. This is especially evident in the water transmission infrastructure serving the Town's sole pump station, the Mansell Pump Station, particularly the water lines that run under Big Leaf Drive and Red Spruce Drive. The increasing demand in the Town's utility service areas has underscored the need for upgrades to the existing infrastructure to ensure continued reliable service. To address this, the engineer's recommendation includes the installation of a new 30-inch water line in addition to the existing water lines running under the roadways. This new line is critical for accommodating future growth and enhancing the overall capacity and reliability of the system, effectively addressing both current and projected water usage needs.

Due to the variety of alignment options and the potential for significant conflicts in this area, staff collaborated with Freese and Nichols, Inc. to produce a Professional Design Report (PDR) for the project. This report was completed in October, and staff have since evaluated the alignment options along with the opinion of probable construction costs (OPCC). Given the thorough analysis involved in preparing the PDR, the project design is effectively at a 30% completion stage. The attached proposal includes the following:

- 100% sealed final construction plans and specifications
- Final opinion of probable construction cost
- All survey and subsurface utility engineering (SUE) work related to the development of the plans
- Preparation of all required easement documents
- A geotechnical analysis of the surrounding soil conditions
- Coordination with the Texas Historical Commission

Town staff have reviewed the proposal and find it to be both complete and reasonable. Upon

approval, we anticipate that the final plans and specifications will be available by February 2026. Once completed, the project can be properly incorporated into the Town's CIP program for bidding and construction. Prior to construction, staff intends to negotiate with Freese and Nichols to provide both bid and construction phase services for the project. These contracts will be presented to the Council for approval at that time.

BUDGET IMPACT:

Capital expenditures have been outlined in the Town's Capital Improvement Project List and are funded by CIP reserves.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Proposal

EXHIBIT B - WORK ORDER

MAPS # 2023-0606

MAPS DATE: 5/14/2024

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

Work
Order # _____

Project
Name: Bigleaf and Red Spruce Water Lines Final Design

OWNER PROVIDED INFORMATION:

Work Site:	2600 Red Spruce Dr, Little Elm, TX
Work to be Performed:	See Scope of Work
Drawings/Plans are/are not attached:	NA
Specifications are/are not attached:	NA
Date and Time to Commence:	February 2025
Date and Time to Complete:	February 2026
Equipment, vehicles, tools, materials, supplies to be furnished or obtained through third parties by Owner:	NA
Billing Period:	Monthly-Through the end of each month, billed by the 10th of the following month.
Invoice Mailing Instructions:	Mail to: Town of Little Elm Accounts Payable 100 W. Eldorado Pkwy. Little Elm, TX 75068 Email to: accounts.payable@littleelm.org Include work order number, PO number, billing period, and project name,
Other Requirements or Variance from MSA (if any):	NA

CONSULTANT PROVIDED INFORMATION:

Compensation:

Basic Services (Lump Sum)

A. Final Design – Bigleaf and Red Spruce Water Lines	\$336,000.00
<i>Total Basic Services (Lump Sum)</i>	<i>\$336,000.00</i>

Special Services (CPM)

B. Survey – Bigleaf and Red Spruce Water Lines:	\$41,300.00
C. Easement Documents - Bigleaf and Red Spruce Water Lines	\$32,500.00
D. Subsurface Utility Engineering (SUE) – Bigleaf and Red Spruce Water Lines:	\$32,600.00
E. Geotechnical Study	\$58,900.00
F. Texas Historical Commission Coordination	\$3,000.00
<i>Total Special Services (CPM)</i>	<i>\$168,300.00</i>

TOTAL CONTRACT:	\$504,300.00
------------------------	---------------------

Scope of Work:

PROJECT DESCRIPTION: Freese and Nichols, Inc. (FNI) has worked with the Town of Little Elm (OWNER) to determine additional capacity is needed from the Mansell Pump Station as part of the Town's ongoing Comprehensive Land Use Update. Capacity improvements to the transmission water lines from the Mansell Pump Station are needed to convey this additional capacity. The Bigleaf and Red Spruce Water Line Final Design (the Project) will include:

1. Final design of the approximately 2,800 linear feet of 30-inch water transmission line from the Mansell Pump Station through Red Spruce Drive to a connection at the northwest corner of Eldorado Parkway and FM 423. Full panel replacement for disturbed pavement utilizing the Town's standard details along Red Spruce and Sugarberry Drives is anticipated.
2. Final design of approximately 1,235 linear feet of CIPP or alternative method to rehabilitate the existing 20-inch within Bigleaf Drive. A new parallel 8-inch water line will be designed and services will be moved from the 20-inch water line to the 8-inch water line. Full panel replacement for disturbed pavement utilizing the Town's standard details along Bigleaf Drive is anticipated.

The Bigleaf and Red Spruce Water Line scope includes final design services. It is anticipated that the designs for the project will be provided as a single bid package. Bid phase services and construction phase services are anticipated to be included in a future work order. Construction contract documents will be developed assuming procurement through competitive sealed proposal (CSP).

ARTICLE I

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

General Requirements:

1. The consultant shall submit a monthly report outlining, at a minimum, the work on the project which occurred the previous month, the work expected to be completed the following month, the next major project milestone, and any information needed from the City. The report is to be submitted with the monthly invoice.
2. Coordinate the efforts of all parties involved in the Project, including Consultant, other consultants/engineers and City Staff.
3. Provide oversight of the schedule during the engineering process to maintain desired schedule.

A. FINAL DESIGN –BIGLEAF AND RED SPRUCE WATER LINES: FNI shall provide professional services in this phase as follows:

1. 60% Design
 - a. Prepare front end documents using the OWNER's available standard documents, including bid documents, general conditions, special conditions for the construction and equipment packages. Meet with OWNER to resolve review comments, and revise documents accordingly.
 - b. Prepare applications for routine permits such as road crossing permits and TCEQ approval. Preparation of applications and supporting documents for government grants or for planning advances is an Additional Service.
 - c. Furnish such information and applications necessary to utility companies whose facilities may be affected by the Project.
 - d. Prepare drawings and specifications of improvements to be constructed. Prepare bidder's proposal forms (project quantities) of the improvements to be constructed. Furnish OWNER two (2) sets of 11"x17" drawings, specifications, and bid proposals marked "PRELIMINARY" for approval by OWNER. Pipeline plans will include plan and profile sheets, pipeline appurtenances, and typical details.
 - e. Prepare revised opinion of probable construction costs at the 60% submittal.
 - f. Conduct one (1) review meeting with the OWNER to present the plans, specifications, and OPCC and receive comments. FNI will receive comments from OWNER and address comments for the 90% submittal.
 - g. Deliverables:
 - i. 60% Plan Set
 - ii. Table of Contents for 60% Technical Specifications
 - iii. 60% OPCC

2. 90% Design

- a. Incorporate OWNER's comments from the 60% review meeting. Furnish OWNER two (2) sets of 11"x17" drawings, specifications, and bid proposals marked "PRELIMINARY" for approval by Owner. Review documents will include all plans and specifications with minor corrections and notes remaining.
- b. Prepare revised opinion of probable construction costs at the 90% submittal.
- c. Conduct one (1) review meeting with the OWNER to present the plans, specifications, and OPCC and receive comments. FNI will receive comments from OWNER and address comments for the Final submittal.
- d. Deliverables:
 - i. 90% Plan Set
 - ii. 90% Technical Specifications
 - iii. Bid Form and Bid Item Descriptions
 - iv. 90% OPCC

3. Final Design

- a. Incorporate OWNER's comments from the 90% review meeting. Furnish OWNER two (2) sets of 11"x17" drawings, specifications, and bid proposals marked "FINAL".
- b. Prepare revised opinion of probable construction costs at the 100% submittal.
- c. Deliverables:
 - i. 100% Plan Set
 - ii. 100% Technical Specifications
 - iii. Bid Form and Bid Item Descriptions
 - iv. 100% OPCC

ARTICLE II

SPECIAL SERVICES: FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project:

B. SURVEY –BIGLEAF AND RED SPRUCE WATER LINES:

1. Survey and prepare a detailed design/topographic survey along the proposed alignment A for the proposed 30-inch transmission line (approximately 2,800 linear feet, 10-ft beyond the Right-of-Way within the residential section, and the parking lots along El Dorado) as well as along Bigleaf Drive for the proposed 8-inch utility line and the 20-inch waterline restoration (approximately 1,400 linear feet, 10-ft beyond the Right-of-Way). The survey will indicate all surface features, spot elevations, one-foot contours, right-of-way lines, driveways, lot lines, existing easement lines, drainage structures, sidewalks, fences, trees six (6) inches in caliper and larger, visible utilities and utilities marked by Texas 811, and will be based upon the Texas Coordinate System NAD 83 and NAVD 88 vertical control.

C. EASEMENT DOCUMENTS - BIGLEAF AND RED SPRUCE WATER LINES:

1. Prepare up to 13 permanent easement documents, if needed in relation to the proposed water lines.
2. Prepare up to 13 temporary easement documents, if needed in relation to the proposed water lines.

D. SUBSURFACE UTILITY ENGINEERING (SUE) –BIGLEAF AND RED SPRUCE WATER LINES:

1. Provide SUE to Quality Level B for all utilities from ROW to ROW along Bigleaf Drive and Sugarberry Drive and provide a base utility map of identified facilities within the existing pump station and along the proposed water line alignment. Quality Level B SUE for Red Spruce Dr and Eldorado Pkwy was obtained with the Preliminary Design Work Order.
 - a. Quality Level B – Two-dimensional (x,y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as “designating”, this quality level provides the horizontal position of subsurface utilities within approximately one foot.
2. Provide SUE to Quality Level A for eight (8) test holes within the proposed project limits (Red Spruce and Bigleaf Drive). Excavate by nondestructive means existing utilities establishing a confirmed vertical and horizontal location to be surveyed and visually depicted via Test Hole Data Sheet. Locates will be performed in accordance with CI/ASCE 38-02 to Quality Level “A.”
 - b. Quality Level A – Also known as “locating”, this quality level provides precise three-dimensional (x,y,z) information at critical locations by exposing specific utilities.

E. GEOTECHNICAL STUDY

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

Field Exploration

- a. Drill up to ten (10) borings along the transmission line and two (2) borings along the 8” diameter pipeline that parallels the 20” diameter to be rehabilitated on Bigleaf Drive for evaluation and identification of subsurface soils and rock.
- b. Conduct one (1) site visit to mark proposed boring locations and determine and coordinate access. The Engineer will coordinate with the Town and notify Texas 811 of the planned borings prior to commencement of field exploration activities in order to locate existing underground utilities within the area.
- c. Subcontract with a drilling contractor to drill the borings and collect samples of the subsurface materials. It is assumed that all boring locations are accessible with a truck-mounted drilling rig.
 - i. The borings will be drilled within the right of way (ROW). To safely drill the borings within the roadway, traffic control consisting of truck attenuator, signs, cones, flagmen and lane closures will be required. An appropriate traffic control plan will be prepared, and applicable permitting for drilling within the ROW will be obtained from the Town (if necessary).
 - ii. The existing pavement section will be penetrated to allow subgrade access to drill stem and sampling equipment.

- iii. The borings will be advanced using standard rotary drilling equipment with continuous-flight augers (solid or hollow stem) or rotary wash methods. Subsurface samples will be collected using 3-inch diameter Shelby tubes for cohesive soils and a 2-inch diameter split-spoon sampler in conjunction with the Standard Penetration Test (SPT) for intermediate and non-cohesive soils. Rock and rock-like materials will be tested in situ using the Texas Cone Penetration (TCP) Test or the SPT, as appropriate for the material.
 - iv. Groundwater observations within the borings will be recorded at the time of drilling and at the completion of drilling and sampling.
 - v. The borings will be backfilled with soil cuttings upon completion of drilling and sampling.
- d. An Engineer or Geologist with experience in logging borings will direct the drilling, log the borings, and handle and transport the samples. Visual classification of the subsurface stratigraphy shall be provided according to ASTM D2488 and the Unified Soil Classification System (USCS) during drilling and sampling.

Laboratory Testing

- a. Testing shall be performed by a geotechnical testing subcontractor on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials.
- b. The Engineer will select samples for laboratory testing, assign tests, and review the test results.
- c. Laboratory tests will be appropriately assigned for the specific subsurface materials encountered during exploration, but are expected to include:
 - i. Classification tests (liquid and plastic limits and percent passing the no. 200 sieve or gradation)
 - ii. Moisture content
 - iii. Unit dry weight
 - iv. Unconfined compressive strength (soil and rock)
 - v. Sulfate testing (Tex-145E)
 - vi. Water-soluble chloride
 - vii. Water-soluble sulfates
 - viii. pH of soil
 - ix. Electrical resistivity (as received and saturated)

Reporting

- a. Perform the geotechnical engineering analysis and prepare a Geotechnical Investigation Technical Memorandum summarizing the investigation. The report will include the following:
 - i. Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
 - ii. General discussion of subsurface conditions and soil properties indicated by the field and laboratory work, and the implications for design.
 - iii. Pipeline backfill recommendations.
 - iv. General discussion of expected construction-related issues.
 - v. Earthwork related recommendations for use during development of plans and specifications.
- b. Submittals will include an electronic PDF copy of the Geotechnical Investigation Technical Memorandum.

F. TEXAS HISTORICAL COMMISSION COORDINATION

1. Projects sponsored by public entities that affect a cumulative area greater than five acres or that disturb more than 5,000 cubic yards or will occur in a historic district or other designated historic site; or will affect a recorded archeological site require advance consultation with the Texas Historical Commission (THC), according to Section 191.0525 (d) of the Antiquities Code of Texas (TAC). The OWNER is a municipality of the State of Texas and therefore, the proposed project is subject to the TAC. FNI will prepare a draft coordination letter to the THC that describes the proposed project and submit it to the OWNER for their review. Comments from the OWNER will be incorporated into the coordination letter, which will be submitted to the THC for their concurrence. If the THC requires a cultural resources (archaeological and/or historic properties) survey, a professional archaeologist and/or architectural historian can be subcontracted to perform the survey as an additional service.

ARTICLE III

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by OWNER, which are not included in the above-described Basic Services or Special Services, are described as follows:

- A. Witness testing of equipment (virtual or in-person)
- B. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by OWNER.
- C. Providing renderings, models, and mock-ups requested by the OWNER.
- D. Texas Department of Licensing and Registration (TDLR), Architectural Barriers plan and building inspection reviews confirming compliance with Texas Accessibility Standards is not included. If determined it is required it will be included within the Final Design Amendment.
- E. Making revisions to drawings, specifications, or other documents when such revisions are 1) not consistent with approvals or instructions previously given by OWNER or 2) due to other causes not solely within the control of FNI.
- F. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction and providing services as may be required in connection with
- G. Additional environmental services.

ARTICLE IV

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services in accordance with the following schedule, based on an execution date of January 2025.

This Contract:

- **Bigleaf and Red Spruce Water Line Final Design**
 - Notice to Proceed – February 2025
 - Right of Entry (OWNER acquired) – May 2025
 - 60% Design – September 2025
 - 90% Design – January 2025
 - Final Design – February 2026

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

ACCEPTANCE:

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

TOWN OF LITTLE ELM

FREESE AND NICHOLS, INC.

Matthew Mueller, Town Manager



Clayton Barnard, Principal/Vice President

Printed Name & Title

Date

January 27, 2025

Date



Date: 02/04/2025
Agenda Item #: 5. A.
Department: Administrative Services
Strategic Goal: Promote and expand Little Elm's identity
Staff Contact: Olga Chernomorets, Managing Director of Planning

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 originally tabled from the December 17, 2024, 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.

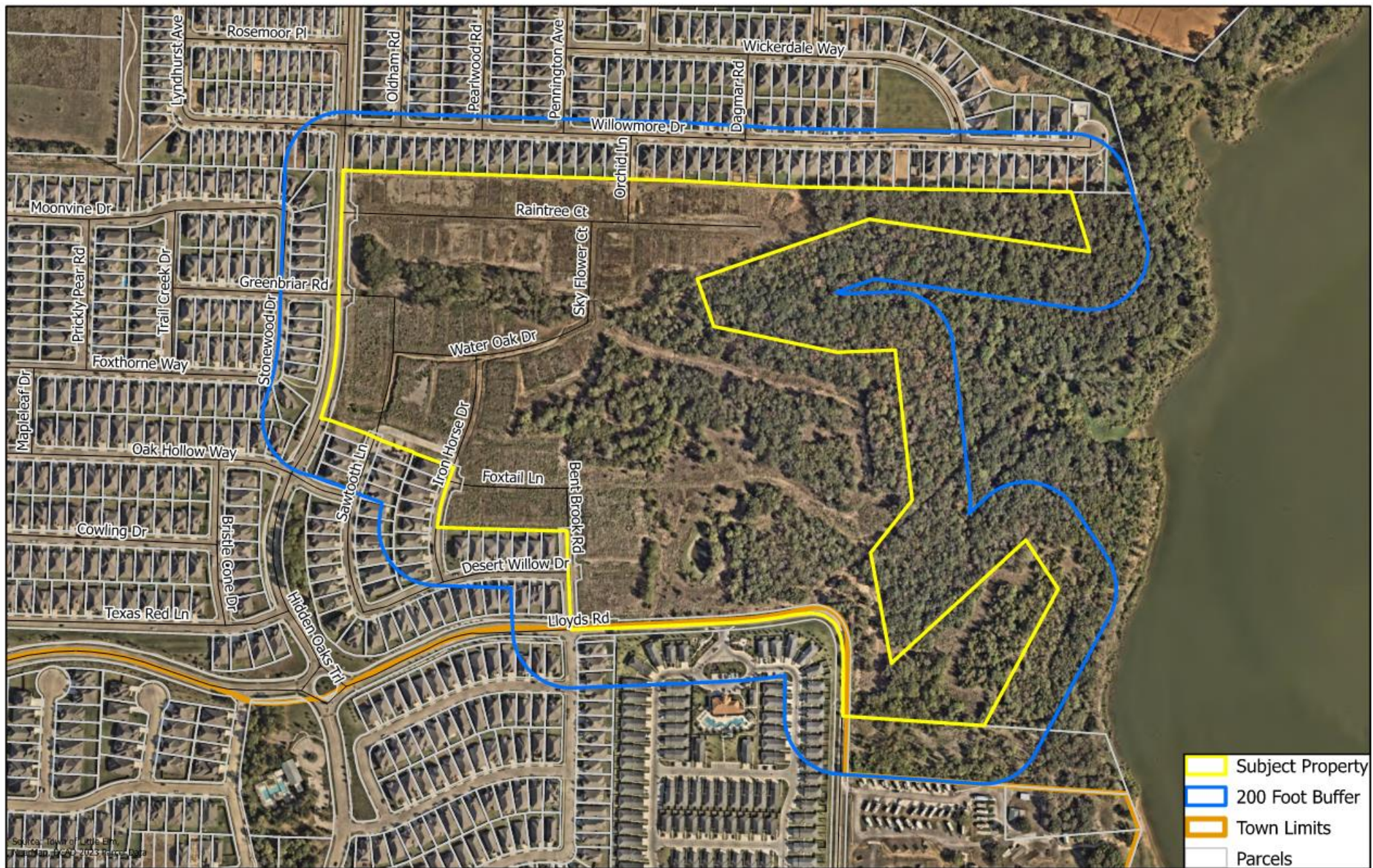
RECOMMENDED ACTION:

The Planning and Zoning Commission recommends approval (6-0) of the request as presented.

Attachments

Location Map

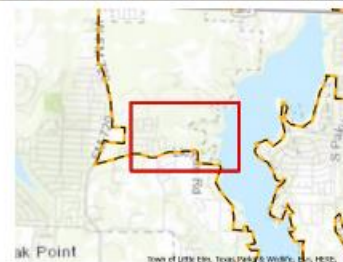
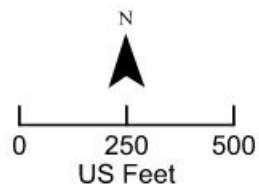
Ordinance No. 1794 - Prairie Oaks PD Amendment



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. 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.
- b. 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 ____ day of _____, 2025.

Town of Little Elm, Texas

Curtis Cornelious, Mayor

ATTEST:

Caitlan Biggs, Town Secretary

Exhibit A
Property Description

EXHIBIT A – PROPERTY DESCRIPTION

BEING a tract of land situated in the Marsella Jones Survey, Abstract No. 662, Denton County, Texas, and being a portion of a called 60.528 acre tract of land described as Tract 2 in a Special Warranty Deed to 2016 Blackhawk 155 Holdings, Ltd., as recorded in Instrument No. 2016-161092 of the Official Records of Denton County, Texas, and corrected by Instrument No. 2018-37459 of the Official Records of Denton County, Texas, and being a portion of a called 86.486 acre tract of land described in a Special Warranty Deed to 2016 Blackhawk 155 Holdings, Ltd., as recorded in Instrument No. 2016-161100 of the Official Records of Denton County, Texas, and corrected by Instrument No. 2018-37458 of the Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a brass disk found for the northeast corner of said 60.528 acre tract, common to the easterly corner of a called 0.238 acre tract of land described as Tract III in an unrecorded deed dated 11/10/1980 to Spiritas Ranch Enterprises, as evidenced in an affidavit recorded in Instrument No. 2016-136619 of the Official Records of Denton County, Texas, same being on the southerly line of a called 332.330 acre tract of land described in a deed to Spiritas Ranch Enterprises, as recorded in Volume 833, Page 38 of the Deed Records of Denton County, Texas, and on the monumented west line of Lake Lewisville;

THENCE departing the southerly line of said 332.330 acre tract, along the monumented westerly line of said Lake Lewisville and along the easterly line of said 60.528 acre tract, the following courses:

South 17°05'40" East, a distance of 215.00 feet to a brass disk found for corner;

North 81°37'40" West, distance of 764.60 feet to a point for corner, from which a brass disk found for witness bears North 21°32' West, 0.6 feet;

South 70°51'20" West, a distance of 626.00 feet to a point for corner, from which a brass disk found for witness bears South 03°51' West, 0.5 feet;

South 19°08'40" East, a distance of 172.70 feet to a brass disk found for corner;

South 78°12'40" East, a distance of 433.70 feet to a brass disk found for corner;

North 87°50'08" East, a distance of 198.36 feet to a brass disk found for corner;

South 06°29'40" East, a distance of 519.00 feet to a brass disk found for corner;

South 38°20'20" West, a distance of 230.80 feet to a 5/8 inch iron rod with a cap stamped "KHA" set for corner;

South 10°43'40" East, a distance of 385.92 feet to a brass disk found for corner;

North 47°32'13" East, a distance of 626.11 feet to a brass disk found for corner;

South 33°27'47" East, a distance of 200.76 feet to a brass disk found for corner;

South 28°27'13" West, a distance of 533.15 feet to the southeast corner of said 60.528 acre tract on the north line of a called 4.033 acre tract of land described to Joseph F. Schwegmann, as recorded in Volume 502, Page 623 of the Deed Records of Denton County, Texas, from which a brass disk found for witness bears South 28°40' West, 19.9 feet;

THENCE North 85°32'40" West, departing the monumented west line of said Lake Lewisville, along the north line of said 4.033 acre tract, the south line of said 60.528 acre tract, and crossing Lloyd's Road, an undefined width public road dedicated in the Order of Commissioner's Court & Plat of Denton County, Texas No. 2044, dated April 17, 1950, a distance of 487.54 feet to a point generally in said Lloyd's Road;

THENCE North 02°37'37" East, generally along said Lloyd's Road and crossing said 60.528 acre tract, a distance of 223.52 feet to a point at the beginning of a tangent curve to the left;

THENCE in a northwesterly direction, continuing across said 60.528 acre tract and generally along said Lloyd's Road, with said curve to the left, having a radius of 100.00 feet, a delta angle of 42°04'51", an arc distance of 73.45 feet, and a chord bearing North 18°24'49" West, a distance of 71.81 feet to a point for corner at the end of said curve on the east line of a called 57.472 acre tract of land described in a deed to 800 Oak Point Investments, LLC, as recorded in Instrument No. 2020-27656, Official Records of Denton County, Texas, and the west line of said 60.528 acre tract;

THENCE North 01°49'14" East, departing said Lloyd's Road, along the easterly line of said 57.472 acre tract and the west line of said 60.528 acre tract, and crossing said Lloyd's Road part of the way, a distance of 41.95 feet to a 5/8 inch iron rod found for the northeast corner of said 57.472 acre tract, same being an interior corner of said 60.528 acre tract;

THENCE South 87°21'25" West, continuing across said Lloyd's Road, along the northerly line of said 57.472 acre tract and the southerly line of said 60.528 acre tract, a distance of 761.99 feet to an "X" cut found for the northwest corner of said 57.472 acre tract, common to the northerly southwest corner of said 60.528 acre tract, being on the easterly terminus of Lloyds Road, a variable width right-of-way, as dedicated in Prairie Oaks Phase 1A, according to the Final Plat thereof recorded in Document No. 2019-27 of the Plat Records of Collin County, Texas;

THENCE North 02°38'35" West, continuing along the southerly line of said 60.528 acre tract and along the easterly terminus of said Lloyds Road, a distance of 30.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for the north end of the easterly terminus of said Lloyds Road, common to an ell corner on the southerly line of said 60.528 acre tract;

THENCE South 87°21'25" West, continuing along the southerly line of said 60.528 acre tract and along the northerly right-of-way line of said Lloyds Road, a distance of 122.25 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for the south end of a corner clip at the intersection of the northerly right-of-way line of said Lloyds Road with the easterly right-of-way

line of Bent Brock Road, a 50 foot wide right-of-way, as dedicated in said Prairie Oaks Phase 1A and Prairie Oaks Phase 1B, according to the Final Plat thereof recorded in Document No. 2019-258 of the Plat Records of Collin County, Texas;

THENCE North 47°38'35" West, continuing along the southerly line of said 60.528 acre tract and along said corner clip, a distance of 21.21 feet to an "X" cut in concrete found for a southwest corner of said 60.528 acre tract, common to the north end of said corner clip, being on the easterly right-of-way line of said Bent Brock Road;

THENCE North 02°38'35" West, along the easterly right-of-way line of said Bent Brock Road, and the westerly line of said 60.528 acre tract, a distance of 115.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for the south end of a corner clip at the intersection of the easterly right-of-way line of said Bent Brock Road with the southerly right-of-way line of Desert Willow Drive, a 50 foot wide right-of-way, as dedicated in said Prairie Oaks Phase 1B;

THENCE North 42°21'25" East, continuing along the westerly line of said 60.528 acre tract and along said corner clip, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for the north end of said corner clip, being on the southerly right-of-way line of said Desert Willow Drive;

THENCE North 87°21'25" East, continuing along the westerly line of said 60.528 acre tract and along the southerly right-of-way line of said Desert Willow Drive, a distance of 10.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for the south end of the easterly terminus of said Desert Willow Drive;

THENCE North 02°38'35" West, continuing along the westerly line of said 60.528 acre tract and the easterly terminus of said Desert Willow Drive, a distance of 50.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for the north end of said easterly terminus;

THENCE South 87°21'25" West, continuing along the westerly line of said 60.528 acre tract and the northerly right-of-way line of said Desert Willow Drive, a distance of 10.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for the south end of a corner clip at the intersection of the northerly right-of-way line of said Desert Willow Drive with the easterly right-of-way line of said Bent Brook Road;

THENCE North 47°38'35" West, continuing along the westerly line of said 60.528 acre tract and along said corner clip, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for the north end of said corner clip, being on the easterly right-of-way line of said Bent Brook Road;

THENCE North 02°38'35" West, continuing along the westerly line of said 60.528 acre tract and along the easterly right-of-way line of said Bent Brook Road, a distance of 120.67 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for the east end of the northerly terminus of said Bent Brook Road, common to an ell corner of said 60.528 acre tract;

THENCE South 87°21'25" West, continuing along the westerly line of said 60.528 acre tract and along the northerly terminus of said Bent Brook Road, a distance of 50.00 feet to a 5/8 inch iron

rod with plastic cap stamped "KHA" found for the west end of said northerly terminus, common to an ell corner of said 60.528 acre tract;

THENCE South $02^{\circ}38'35''$ East, continuing along the westerly line of said 60.528 acre tract and along the westerly right-of-way of said Bent Brook Road, a distance of 10.00 feet to an "X" cut in concrete found for the northeast corner of Block O of said Prairie Oaks Phase 1B, common to a southeast corner of said 60.528 acre tract, and at the beginning of a non-tangent curve to the right having a central angle of $00^{\circ}51'24''$, a radius of 355.00 feet, a chord bearing and distance of North $88^{\circ}41'12''$ West, 5.31 feet;

THENCE in a northwesterly direction with said curve to the right, departing the westerly line of said 60.528 acre tract and along the northerly line of said Block O, an arc distance of 5.31 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

THENCE North $88^{\circ}15'30''$ West, continuing along the northerly line of said Block O, a distance of 390.76 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for the northwest corner of said Block O, common to a southwest corner of said 60.528 acre tract, and at the beginning of a non-tangent curve to the right having a central angle of $14^{\circ}22'22''$, a radius of 475.00 feet, a chord bearing and distance of North $12^{\circ}50'37''$ East, 118.84 feet;

THENCE along the westerly line of said 60.528 acre tract and the easterly line of said Prairie Oaks Phase 1B, the following courses:

In a northeasterly direction, with said curve to the right, an arc distance of 119.15 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North $20^{\circ}01'48''$ East, a distance of 5.23 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North $62^{\circ}31'19''$ East, a distance of 14.80 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found at the beginning of a non-tangent curve to the left having a central angle of $02^{\circ}56'04''$, a radius of 375.00 feet, a chord bearing and distance of South $77^{\circ}16'54''$ East, 19.20 feet;

In a southeasterly direction, with said curve to the left, an arc distance of 19.21 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North $11^{\circ}15'04''$ East, a distance of 50.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found at the beginning of a non-tangent curve to the right having a central angle of $02^{\circ}01'53''$, a radius of 325.00 feet, a chord bearing and distance of North $77^{\circ}43'59''$ West, 11.52 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 11.52 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North $27^{\circ}56'36''$ West, a distance of 13.46 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North 20°01'48" East, a distance of 22.17 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North 69°58'12" West, a distance of 50.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

South 20°01'48" West, a distance of 10.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North 69°58'12" West, a distance of 120.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North 20°01'48" East, a distance of 2.49 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North 69°58'12" West, a distance of 120.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North 20°01'48" East, a distance of 19.66 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North 69°58'12" West, a distance of 50.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

South 20°01'48" West, passing at a distance of 10.00 feet the westerly line of said 60.528 acre tract, and continuing along the same course for a total distance of 60.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

THENCE North 69°58'12" West, continuing along the easterly line of said Prairie Oaks Phase 1B, a distance of 142.11 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found at the beginning of a non-tangent curve to the left having a central angle of 19°51'22", a radius of 1030.00 feet, a chord bearing and distance of North 11°59'58" East, 355.17 feet;

THENCE in a northeasterly direction with said curve to the left, continuing along the easterly line of said Prairie Oaks Phase 1B, passing en route a southwest corner of said 60.528 acre tract, and continuing along the same course and along the westerly line of said 60.528 acre tract, for a total arc distance of 356.95 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

THENCE continuing along the easterly line of said Prairie Oaks Phase 1B and the westerly line of said 60.528 acre tract, the following courses:

North 02°04'17" East, a distance of 82.97 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North 47°04'17" East, a distance of 21.21 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

South 87°55'43" East, a distance of 8.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North 02°04'17" East, a distance of 50.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North 87°55'43" West, a distance of 8.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North 42°55'43" West, a distance of 21.21 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North 02°04'17" East, a distance of 203.46 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North 47°04'17" East, a distance of 21.21 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

South 87°55'43" East, a distance of 8.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North 02°04'17" East, a distance of 50.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North 87°55'43" West, a distance of 8.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North 42°55'43" West, a distance of 21.21 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North 02°04'17" East, a distance of 105.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for the northwest corner of said 60.528 acre tract, being on the southerly line of a called 0.773 acre tract of land described as Tract I in an unrecorded deed dated 11/10/1980 to Spiritas Ranch Enterprises, as evidenced in aforesaid affidavit;

THENCE South 88°13'59" East, along the northerly line of said 60.528 acre tract and the southerly line of said 0.773 acre tract, a distance of 1145.43 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southeast corner of said 0.773 acre tract, common to the southwest corner of a called 0.030 acre tract of land described in an unrecorded deed dated 11/10/1980 to Spiritas Ranch Enterprises, as evidenced in said affidavit;

THENCE South 86°39'02" East, continuing along the northerly line of said 60.528 acre tract and along the southerly line of said 0.030 acre tract, a distance of 346.16 feet to a metal post found

for the southeast corner of said 0.030 acre tract, common to an exterior corner of aforesaid 0.238 acre tract;

THENCE South 88°59'22" East, continuing along the northerly line of said 60.528 acre tract and along the southerly line of said 0.238 acre tract, a distance of 981.67 feet to the **POINT OF BEGINNING** and containing 60.599 acres (2,639,699 square feet) of land, more or less.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983(2011).

Exhibit B
Development Plans, Images, and Documents

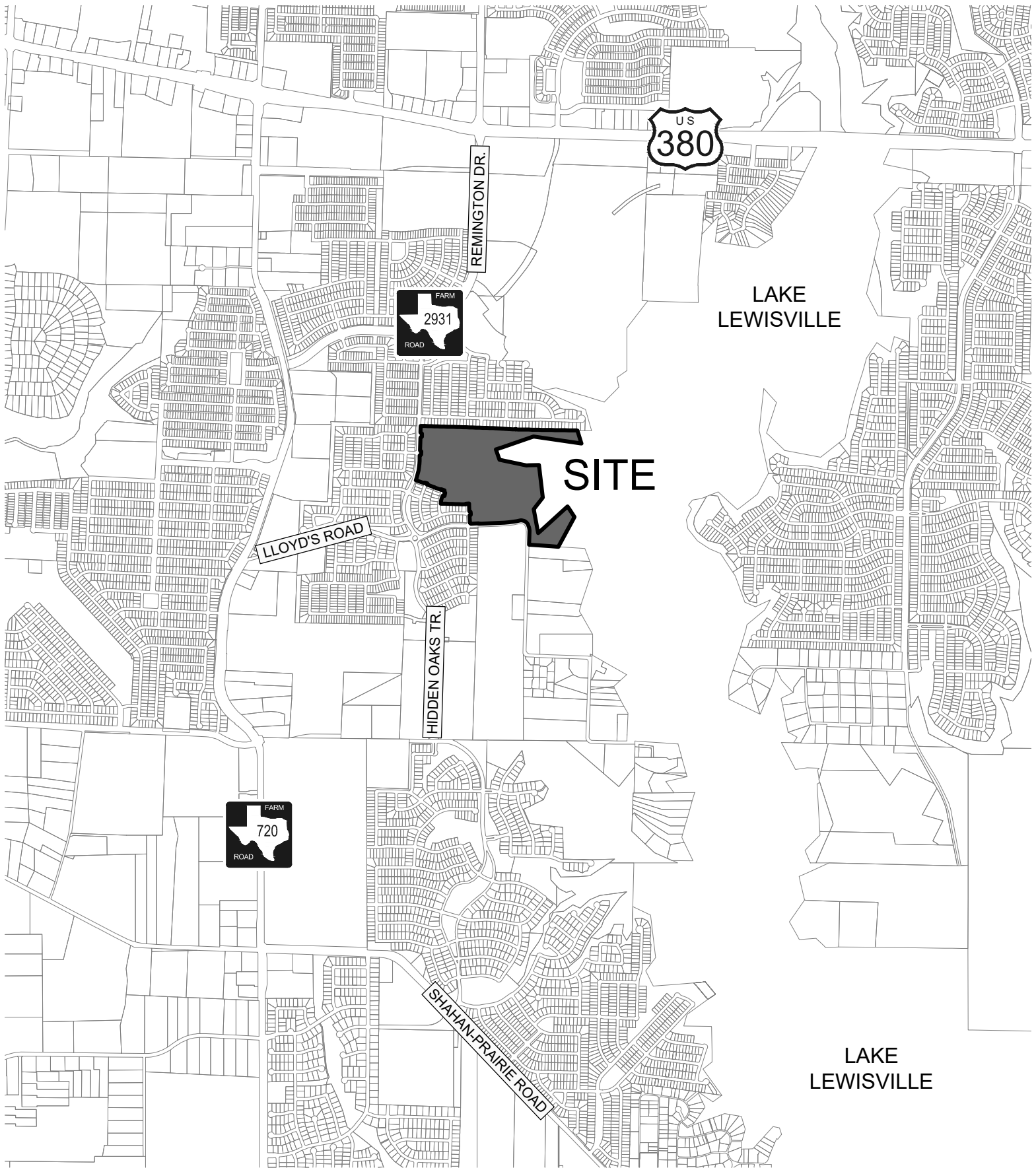


EXHIBIT B
VICINITY MAP



EXHIBIT “C”

PD DEVELOPMENT REGULATIONS

I. Residential Lot and Dwelling Regulations

A. Lot Type 1

(1) *Purpose.* The purpose is to allow single-family detached dwellings on lots of not less than 7,200 square feet, together with allowed incidental and accessory uses.

(2) *Uses generally.*

- a) Uses permitted in the SF-4 One-Family District of the Town of Little Elm Zoning Ordinance.

(3) *Height and area regulations.* The height of buildings, the minimum dimensions of lots and yards, and the minimum lot area permitted on any lot, shall be as follows:

- a) *Height.* Buildings or structures shall not exceed 40 feet, or two and one-half (2 ½) stories in height.
- b) *Front yards.* Front yard shall be a minimum of 20 feet.
- c) *Side yards.* Side yard shall be a minimum of 5 feet.
- d) *Side yards on corner lots.* Side yard adjacent to a street shall be a minimum of 15 feet, regardless of whether or not the lot backs to another lot that fronts onto the same street (reverse corner).
- e) *Rear yards.* Rear yard shall be a minimum of 20 feet.
- f) *Width of lot.* The minimum width of a lot shall be 60 feet measured along the platted front yard building line.
- g) *Lot size.* Lots shall have a minimum area of 7,200 square feet.
- h) *Floor area.* Each dwelling unit shall have a floor area, excluding basements, open and screened porches, and garages, of not less than 1,600 square feet.

(4) *Additional regulations.*

- a) Alleys are not permitted.

B. Lot Type 2

(1) *Purpose.* The purpose is to allow single-family detached dwellings on lots of not less than 6,000 square feet, together with allowed incidental and accessory uses.

(2) *Uses generally.*

- a) Uses permitted in the SF-4 One-Family District of the Town of Little Elm Zoning Ordinance.

(3) *Height and area regulations.* The height of buildings, the minimum dimensions of lots and yards, and the minimum lot area permitted on any lot, shall be as follows:

- a) *Height.* Buildings or structures shall not exceed 40 feet, or two and one-half (2 ½) stories in height.
- b) *Front yards.* Front yard shall be a minimum of 20 feet.
- c) *Side yards.* Side yard shall be a minimum of 5 feet.
- d) *Side yards on corner lots.* Side yard adjacent to a street shall be a minimum of 15 feet, regardless of whether or not the lot backs to another lot that fronts onto the same street (reverse corner).
- e) *Rear yards.* Rear yard shall be a minimum of 20 feet.
- f) *Width of lot.* The minimum width of a lot shall be 50 feet measured along the platted front yard building line.
- g) *Lot size.* Lots shall have a minimum area of 6,000 square feet.
- h) *Floor area.* Each dwelling unit shall have a floor area, excluding basements, open and screened porches, and garages, of not less than 1,200 square feet.

(4) *Additional regulations.*

- a) The maximum number of Type 2 lots shall be 126.
- b) Alleys are not permitted.

II. General Development Regulations

- 1) In addition to the permitted uses mentioned for each Residential Lot Type, the following temporary and permanent uses are permitted within the Property:
 - a) Temporary construction yard and field office associated with the construction of the development and houses within the development.
 - b) Temporary asphalt/concrete batching plant associated with the construction of the development.
 - c) Temporary sales center for sale of new on-site homes by builders.

- d) Amenity centers, parks, trails, playgrounds, and other open space and recreational improvements, private or public.
 - e) Municipal uses operated by the Town of Little Elm, Mustang Special Utility District, or other CCN holders and authorized providers.
 - f) Sewage pumping station
 - g) Private utility
 - h) Utility distribution/transmission line
 - i) Water reservoir / water pumping station
 - j) Water well (irrigation and pond fill use only)
 - k) Child care center (in-home), a home occupation that provides regular child care for compensation in their primary residence for less than 24 hours a day. It is considered a violation of this section for a facility to provide care for a number of children that exceeds what is allowed per the classification shown on the state permit to be submitted with the town's home occupation registration. Uses must register with the town annually and show proof of state permit. This use is subject to regulation by the Texas Department of Family and Protective Services and all home occupation regulations of the Town of Little Elm Code of Ordinances.
- 2) The maximum number of dwelling units shall be 206.
 - 3) A minimum of 10.0 acres of open space shall be provided. For the purposes of this requirement, "open space" shall mean amenity centers, parks, natural preserves, tributaries, floodplain, roadway buffers, landscape areas, greens, squares, courtyards, plazas, medians, colonnades, and detention areas.
 - 4) The exterior facades of a main building or structure shall be constructed of 85 percent masonry finishing material that is comprised of brick, stone, cast stone, stucco, or a combination thereof. Other materials of equal or similar characteristics may be allowed upon the approval of the Town's Building Official. Cementitious fiber board may be used for the remainder, including architectural features such as window box-outs, bay windows, dormers, and chimneys not part of an exterior wall.
 - 5) The front house elevation shall not be repeated on the lot most directly across the street, nor shall it be repeated on two (2) lots in either direction on the same side of the street.
 - 6) Garage doors and front doors shall consist of stained cedar, redwood, spruce, fir, or other hardwood, or other products, including products that are not wood but have a wood appearance and approved the Town's Building Official.
 - 7) All residential structures shall include at least four (4) of the following design features on the front façade or visible from the front or side street:
 - a) Carriage style garage door with hardware (must also meet II.6 to count as option)
 - b) Architectural pillars or posts
 - c) Bay windows
 - d) Brick Chimney on exterior wall
 - e) Cast stone accents
 - f) Covered front porches (minimum 60 square feet covered by main roof or an architectural extension)
 - g) Cupolas or turrets

- h) Dormers or Gables
 - i) Garage door NOT facing the street
 - j) Roof accent upgrades (i.e., metal, tile, slate)
 - k) Recessed entries, a minimum of three (3) feet deep
 - l) Greater than 8:12 primary roof pitch, or variable roof pitch
 - m) Separate transom windows
 - n) Divided light windows
 - o) Variable roof pitch
 - p) Shutters
 - q) Masonry arches
 - r) Recessed entry not less than 3 feet
 - s) Mixed masonry material
 - t) Coach lights
 - u) Decorative attic or gable feature, minimum 2 square feet in size, i.e. vent, window, or brick detail
 - v) Decorative driveway, i.e. salt finish, exposed aggregate, or other treatments approved by the Town's Building Official
- 8) Every part of a required side yard (including side yards adjacent to a street) shall be open and free of structures except for fences, accessory buildings, and air conditioning units. Ordinary projections of window sills, belt courses, cornices, and other architectural features may project not more than 18 inches into the required side yard, and roof eaves may project not more than 36 inches into the required side yard.
 - 9) HVAC units (excepting vents and stacks) shall be screened from view from a street with shrubs or stained wood fence.
 - 10) Subdivision perimeter walls are required to be constructed in a platted common area adjacent to collector roads or arterials, or other such roads that have a right-of-way of 60 feet or greater, where the adjacent use is backing to the road.
 - 11) Residential Fences Backing to Open Space. Fences backing to floodplain or open space shall be 4-foot black tubular steel.
 - 12) Lift stations shall be screened with a minimum 8' masonry wall.
 - 13) At least one (1) large canopy tree, per lot, shall be planted in the front yard prior to the issuance of a CO permit for the dwelling. Trees shall be a minimum 3" caliper. Trees may not be planted in the area between the sidewalk and the road.
 - 14) At least one (1) large canopy tree, per lot, shall be planted in the rear yard of any lot backing to a collector road. The tree shall be planted prior to the issuance of a CO permit for the dwelling. Trees shall be a minimum 3" caliper.
 - 15) At least one (1) large canopy tree, per lot, shall be planted in the side yard of lots adjacent to a street. The tree shall be planted prior to the issuance of a CO permit for the dwelling. Trees shall be a minimum 3" caliper.
 - 16) At least one (1) small ornamental tree, per lot, shall be planted in the front yard or side yard (in front of the fence) prior to the issuance of a CO for the dwelling. For corner lots, two (2) small

ornamental trees shall be planted in the side yard, between the fence and the sidewalk, prior to the issuance of a CO for the dwelling. Trees shall be a 2.5" minimum caliper.

- 17) Required landscaping for residential lots includes shrubs along the front of the house.
- 18) All front yards shall be irrigated with an automatic system.
- 19) Landscape buffers adjacent to the collector and arterial public right-of-way shall contain at least one large canopy tree, minimum 3" caliper, every 50 linear feet or fraction thereof of street frontage, inclusive of driveways. Trees may be grouped or clustered to facilitate site design but shall not exceed 250 linear feet between trees. For every five large canopy trees or fraction thereof required along the street frontage, two small ornamental trees, minimum 2.5" caliper, shall also be provided. For every five large canopy trees or fraction thereof required along the street frontage, 1,200 square feet of ornamental planting shall be planted along the sidewalk/trails. Ornamental plantings may be grouped or clustered to facilitate design but shall not exceed 2,500 linear feet between groupings and/or clusters. Sidewalks and trails shall have a meandering alignment and may encroach into the landscape buffer. Landscape planting areas shall be included intermittently along either side of the sidewalk and trail within the Landscape buffer area.
- 20) Collector roads shall be constructed when the adjacent phase of development occurs. The landscaping, sidewalk, trail, and other buffer requirements are only required when the adjacent phase of lots are platted.
- 21) The single-family uses shall generally develop in accordance with the Concept Plan, including street layout and lotting.
- 22) The Concept Plan shall serve as the preliminary plat, unless the owner/applicant elects to submit a preliminary plat for review and approval by the Town staff prior to submitting a final plat and construction plans.
- 23) A Homeowners Association (HOA) shall be established and shall maintain all common areas.
- 24) All public street lights shall be LED.
- 25) Mailboxes shall be brick and, where practical, clustered in pairs.

26) The extensive natural tree coverage within the development being preserved in open space depicted on the Concept Plan shall be deemed to satisfy the tree preservation requirements of the Town, including but not limited to waiver of requirements to inventory trees, obtain permits for tree removal, and mitigation for tree removal, either by fees or planting.

27) Improvements of pocket parks shall be in accordance with the Concept Plan. Conceptual illustrations of potential improvement options for each pocket park, that are in accordance with Concept Plan, are included as Exhibit F-1 and Exhibit F-2.

III. Street Design Standards

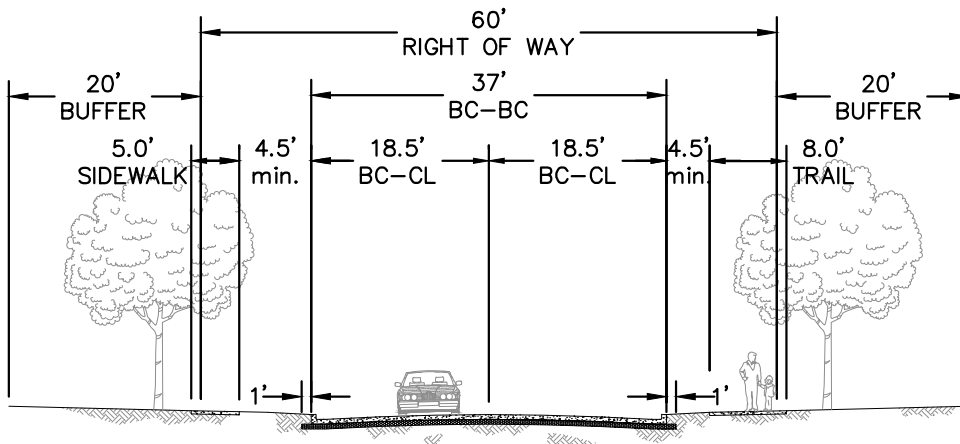
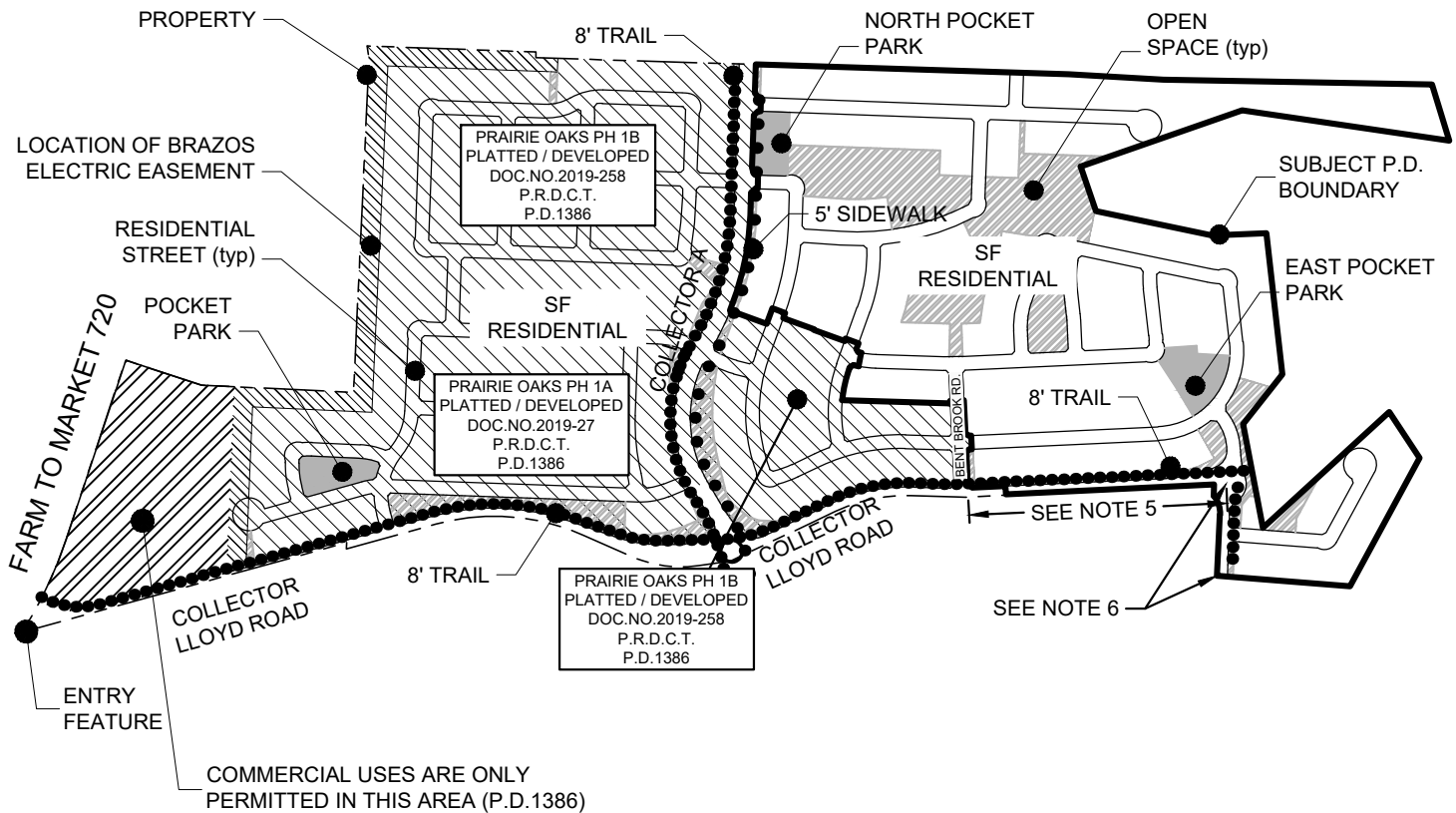
1) Collector Streets

- a. ROW: 60'
- b. Pavement section: 8" – 3,500 psi reinforced concrete; #4 rebar @18" OCEW; 8" lime, flex base, or cement stabilized subgrade
- c. Pavement width: 37' (back-of-curb to back-of-curb)
- d. Curb return radii: 25'
- e. Minimum centerline radius for curves: 430'
- f. Minimum tangent between reverse curves: 0'
- g. Sidewalk: 8' wide x 6" minimum thickness, and 5' wide x 4" thick; location per Exhibit "D" – Concept Plan
- h. Parking: not allowed
- i. Lighting: LED every 180' (+/-) on alternating sides, height to be approved by the Town Engineer

2) Local Residential Streets

- a. ROW: 50'
- b. Pavement section: 6" – 3,500 psi reinforced concrete; #4 rebar OCEW; 6" lime, flex base, or cement stabilized subgrade
- c. Pavement width: 31' (back-of-curb to back-of-curb)
- d. Curb return radii: 20'
- e. Minimum centerline radius for curves: 200'
- f. Minimum tangent between reverse curves: 0'
- g. Sidewalk: 4" minimum thickness, 5' minimum width
- h. Parking: allowed on both sides

- 3) The Town Engineer shall have the discretionary authority to consider and approve exceptions to the Street Design Standards.



COLLECTOR STREET
TYPICAL SECTION
(Lloyd's Road & Collector "A")

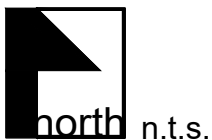


EXHIBIT "D" CONCEPT PLAN

NOTES:

1) 8' Trail and 5' sidewalk shall meander and may encroach within the buffer.

2) See Development Regulations for buffer requirements.

3) The Street Layouts depicted are conceptual and subject to minor adjustment at time of platting.

4) North Pocket Park and East Pocket Park shall each include the following program elements:

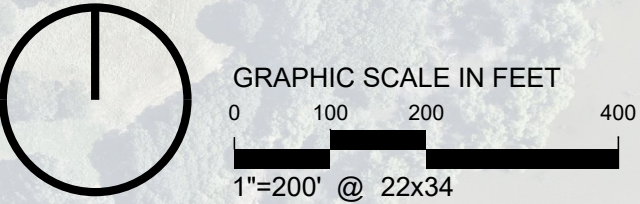
- IRRIGATED LAWN AREA
- ENHANCED PLANTINGS
- SEATING
- PICNIC TABLE WITH SHADE STRUCTURE
- TRASH RECEPTACLE
- PET WASTE STATION

In addition to the above, one of the following shall also be included in the program elements:

- CHILDREN'S PLAY EQUIPMENT, OR
- DOG PARK

5) At least 30' of ROW, or other type of reservation or lot satisfactory to the Town, shall be dedicated or platted along the south boundary of the PD for the east-west segment of Lloyds Road located east of Bent Brook Road. Various asphalt roadway pavement sections may be utilized for this segment, including existing pavement, as approved by the Town Engineer. The intent being the subdivider or developer of the PD is not obligated to construct a 37' (b-b) concrete roadway surface for this segment.

6) At least 60' of ROW, or other type of reservation or lot satisfactory to the Town, shall be dedicated or platted along the west boundary of the PD for the north-south segment for Lloyds Road. Various roadway pavement materials and sections may be utilized for this segment, including existing pavement, as approved by the Town Engineer.



Platted / Developed Lot Summary
(P.D.1386)

Type 1	89	32.4%
Type 2	186	67.6%
Total Lots	275	

Unplatted / Undeveloped
(Subject P.D.) Lot Summary

Type 1	80 ±
Type 2	126 Max.
Total	206 Max.

Platted / Developed Lots (P.D. 1386) &
Unplatted / Undeveloped (Subject P.D.)
Combined Lot Summary

Type 1	169 ±
Type 2	312 Max.
Total Lots	481 Max.

----- PRAIRIE OAKS PROJECT
BOUNDARY WITHIN THE
TOWN OF LITTLE ELM

- NOTES:
1. Future ROW, streets, and lots shown are preliminary and will be detailed with future final plats and construction plans in accordance with the Town of Little Elm subdivision ordinance unless specific waivers or variances are approved at that time.
 2. The dimension, area, setbacks, and use of lots shall be in accordance with the Town of Little Elm zoning ordinance and this P.D.
 3. Existing platted/dedicated street ROW adjacent to the property is 50' unless indicated otherwise.
 4. According to Community Panel No. 48121C0405G, dated 04-18-11 of the National Flood Insurance Program Map, Flood Insurance Rate Map of Denton County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, this property is within Zone "X-Unshaded", which is not a special flood hazard area.
 5. This property lies within the boundaries of The Rudman Tract Public Improvement District according to the Town of Little Elm, Texas Resolution No. 10181601 recorded in Instrument No. 2017-63524 of the Official Records of Denton County, Texas.

EXHIBIT E
LOTING PLAN

Prairie Oaks

Town of Little Elm, Texas

OWNER:
2016 Blackhawk 155 Holdings LTD.
Mr. John Dowdall
3833 Centenary Ave.
Dallas, TX 75255
P (214) 212-5462

ENGINEER / SURVEYOR:
Kimley-Horn and Associates
State of Texas Registration No. F-928
6160 Warren Parkway
Suite 210
Frisco, TX 75034
P (972) 335-3580
Contact: Paul McCracken, PE

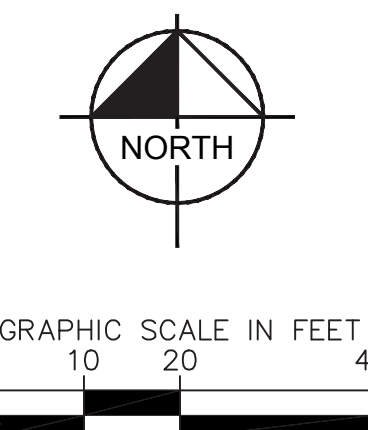
OPL Prairie Oaks Development, Inc.
Mr. John Dowdall
3833 Centenary Ave.
Dallas, TX 75255
P (214) 212-5462

Kimley»Horn
September 2024

PROGRAM

Dog Park

- a** | Shade Structure with Picnic Table
- b** | Enhanced Landscape
- c** | Landscape Boulders
- d** | Dog Agility Equipment
- e** | Bench
- f** | Pet Waste Station

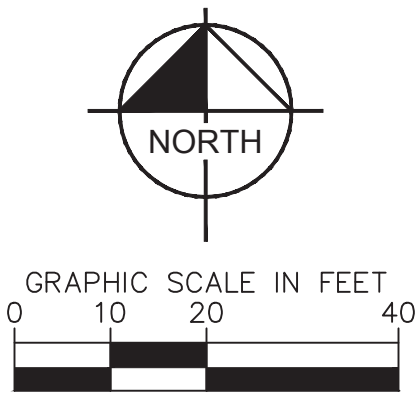




PROGRAM

Pocket Park

- a** Shade Structure
- b** Play Structures
- c** Bench
- d** Trash bin
- e** 6 ft Concrete Trail
- f** Picnic Table





Date: 02/04/2025
Agenda Item #: 5. B.
Department: Administrative 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 John Dowdall, of both "2016 Blackhawk 155 Holdings, LTD." and "OPLE Prairie Oaks Development, Inc."**

DESCRIPTION:

This item was originally tabled from the December 17, 2024, Town Council Meeting.

The attached is the first amendment to the original Rudman Tract Development Agreement. This agreement amendment is to solidify the Planned Development amendment as outlined in the associated development documents and concept plan for Prairie Oaks Planned Development Amendment. It also outlines funding for the traffic signal at Lloyd's Rd and FM 720, and emergency warning siren.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

First Amendment to Rudman Tract DA Final

**FIRST AMENDMENT TO THE AMENDED AND RESTATED RUDMAN TRACT
DEVELOPMENT AGREEMENT, PUBLIC IMPROVEMENT DISTRICT AGREEMENT,
AND TAX INCREMENT REINVESTMENT ZONE AGREEMENT**

This First Amendment to the Amended and Restated Rudman Tract Development Agreement, Public Improvement District Agreement, and Tax Increment Reinvestment Zone Agreement for ("**First Amendment**") is entered into between 2016 Blackhawk 155 Holdings, LTD, a Texas limited partnership and OPLE Prairie Oaks Development, Inc., a Texas corporation (collectively, the "**Owner**"), and the Town of Little Elm, Texas ("**Town**"). Owner and the Town are sometimes referred herein together as the "**Parties**" and individually as a "**Party**."

Recitals:

WHEREAS, Owner owns approximately 146.8 acres generally located at the northeast corner of Hidden Oaks Trail and Lloyds Road, in the Town of Little Elm, Texas (the "**Property**"); and

WHEREAS, the Rudman Tract Development Agreement, Public Improvement District Agreement, and Tax Increment Reinvestment Zone Agreement (the "Original Development Agreement") became effective on June 7, 2016; and

WHEREAS, in furtherance of the development of the Property, the Parties have negotiated certain matters regarding the Property as set forth in this First Amendment; and

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 First Amendment shall be effective as of the date of execution of this First Amendment by the last of the Parties to do so ("**Effective Date**"). This First Amendment shall remain in full force and effect from the Effective Date until the end of the term as stated in the Original Development Agreement ("**Term**").

Section 3. Effect. The Original Development Agreement remains in full force and effect except as amended by the First Amendment

Section 4. Section 3.1 of the Original Development Agreement is amended by adding subsection 3.1(d), which states: "Development and use of the North Pocket Park (Exhibit D-2) and the East Pocket Park (Exhibit D-3) shall be in general conformity to the illustrative plans provided in those exhibits."

Section 5. Exhibits.

A. The following Exhibits in the Original Development Agreement are replaced by those Exhibits attached to this First Amendment:

- i. Exhibit D – Concept Plan
- ii. Exhibit E – PD Development Regulations.

B. The following Exhibits are added to the Development Agreement:

- i. Exhibit D-1 – Lotting Plan
- ii. Exhibit D-2 – Conceptual Plan – North Pocket Park
- iii. Exhibit D-3 – Conceptual Plan – Erast Pocket Park
- iv. Exhibit F – Ordinance No. 1794

Section 6. Facilities Escrow

A. **Traffic Signal.** Prior to Town's acceptance of subdivision improvements after the Effective Date, Owner shall pay Town \$320,000 for the right-of-way, easement, design, permitting, and construction of a traffic signal at Lloyd's Road and FM 720, and/or other area roadway improvements as deemed necessary by the Town. The Parties agree the amount is the proportional impact of the Property with respect to the traffic signal, and there are no other obligations of the Owner related to the facility, including without limitation, the performance of design, permitting, and construction.

B. **Emergency Warning Siren.** Prior to Town's acceptance of subdivision improvements after the Effective Date, Owner shall pay Town \$40,000 for the right-of-way, easement, design, permitting, and installation of an emergency warning siren to be located nearby but offsite of the Property. The Parties agree the amount is the proportional impact of the Property with respect to the emergency warning siren, and there are no other obligations of the Owner related to the facility, including without limitation, the performance of design, permitting, and construction.

Section 7. Miscellaneous.

A. Severability. In the event any one or more of the provisions contained in this First Amendment 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 First Amendment that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this First Amendment which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

B. 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 First Amendment on behalf of the Parties hereto.

C. Filing in Deed Records. This First Amendment shall be recorded in the real property records of Denton County, Texas. This First Amendment 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 the Parties and all of their heirs, successors, and assigns and the future owners of the Property and any portion thereof; provided, however, this First Amendment 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.

D. Exactions/Infrastructure Costs. Owner 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 Owner, regarding Owner's rights under Texas and federal law. Owner 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. Owner 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, Owner 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.

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

F. Rough Proportionality. Owner 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. Owner 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.

G. Form 1295 Certificate. The Owner agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, the Owner 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.

H. Undocumented Workers Provision. The Owner certifies that Owner 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, Owner is convicted of a violation under 8 U.S.C. § 1324a(f), Owner shall repay the amount of any public subsidy provided under this Agreement to Owner plus six percent (6.0%), not later than the 120th day after the date the Town notifies Owner of the violation.

I. 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 Owner is not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Owner verifies that Owner does not boycott Israel and will not boycott Israel during the Term of this Agreement.

J. Prohibition on Contracts with Certain Companies Provision. In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Owner 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.

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

L. Verification Against Discrimination of Firearm or Ammunition Industries. Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Owner 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 Owner represents that: (1) the Owner does not have a practice, policy,

guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Owner will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

M. Verification Against Discrimination Owner Does Not Boycott Energy Companies. Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Owner 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 Owner represents that: (1) the Owner does not boycott energy companies; and (2) the Owner 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.

OWNER:

2016 Blackhawk 155 Holdings, LTD.,

A Texas limited partnership

TOWN OF LITTLE ELM, TEXAS

By: _____

John Dowdall

Its: _____

By: _____

Matt Mueller

Town Manager

Date: _____

Date: _____

**OPLE Prairie Oaks Development, Inc.,
a Texas corporation**

ATTEST:

By: _____

By: _____

Caitlan Biggs

Its: _____

Town Secretary

Date: _____

OWNER:

2016 Blackhawk 155 Holdings, LTD.,
a Texas limited partnership

By: _____



John Dowdall

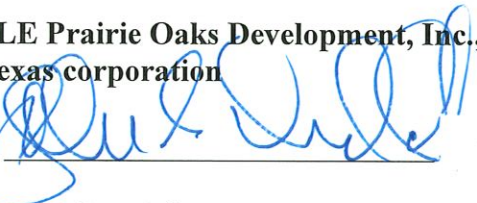
President

Date: _____

1-28-2025

OPLD Prairie Oaks Development, Inc.,
a Texas corporation

By: _____



John Dowdall

President

Date: _____

1-28-2025

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: _____

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 _____ §

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: _____

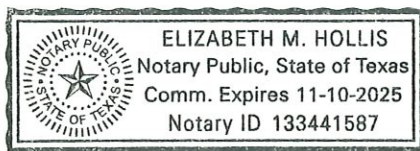
Notary Public, State of Texas

My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

Before me, the undersigned authority, on this 28th day of January, 2025, personally appeared JOHN DOWDALL, 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 2016 Blackhawk 155 Holdings, LTD., a Texas limited partnership.

[Seal]



By: Elizabeth M. Hollis

Notary Public, State of Texas

My Commission Expires: 11-10-2025

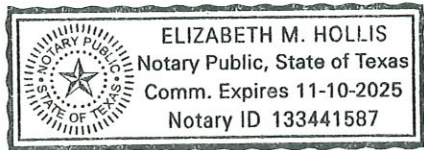
STATE OF TEXAS §

§

COUNTY OF COLLIN §

Before me, the undersigned authority, on this 28th day of January, 2025, personally appeared JOHN DOWDALL, 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 OPLE Prairie Oaks Development, Inc., a Texas corporation.

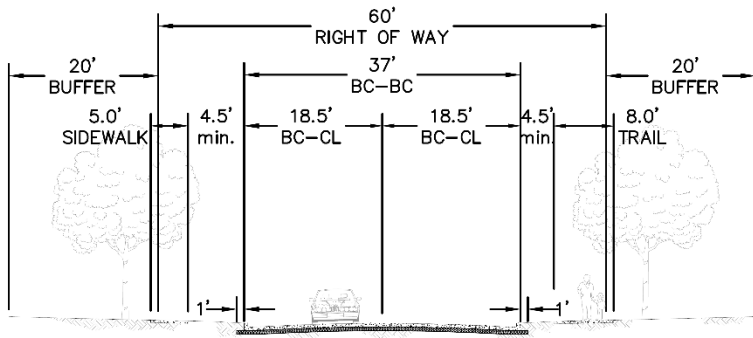
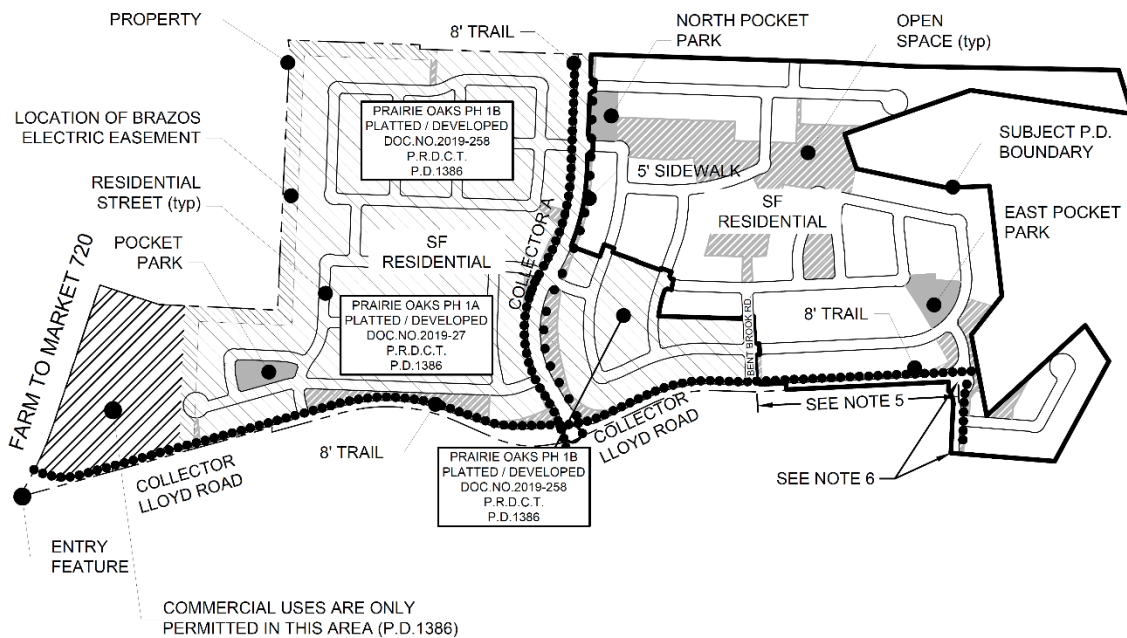
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By: Elizabeth M. Hollis
Notary Public, State of Texas

My Commission Expires: 11-10-2025

EXHIBIT D



COLLECTOR STREET
TYPICAL SECTION
(Lloyd's Road & Collector "A")



EXHIBIT "D"

CONCEPT PLAN

NOTES:

- 1) 8' Trail and 5' sidewalk shall meander and may encroach within the buffer.
- 2) See Development Regulations for buffer requirements.
- 3) The Street Layouts depicted are conceptual and subject to minor adjustment at time of platting.
- 4) North Pocket Park and East Pocket Park shall each include the following program elements:
 - IRRIGATED LAWN AREA
 - ENHANCED PLANTINGS
 - SEATING
 - PICNIC TABLE WITH SHADE STRUCTURE
 - TRASH RECEPTACLE
 - PET WASTE STATION

In addition to the above, one of the following shall also be included in the program elements:

- CHILDREN'S PLAY EQUIPMENT, OR
 - DOG PARK
- 5) At least 30' of ROW, or other type of reservation or lot satisfactory to the Town, shall be dedicated or platted along the south boundary of the PD for the east-west segment of Lloyds Road located east of Bent Brook Road. Various asphalt roadway pavement sections may be utilized for this segment, including existing pavement, as approved by the Town Engineer. The intent being the subdivider or developer of the PD is not obligated to construct a 37' (b-b) concrete roadway surface for this segment.
- 6) At least 60' of ROW, or other type of reservation or lot satisfactory to the Town, shall be dedicated or platted along the west boundary of the PD for the north-south segment for Lloyds Road. Various roadway pavement materials and sections may be utilized for this segment, including existing pavement, as approved by the Town Engineer.

EXHIBIT D-1



EXHIBIT D-2



PROGRAM

Dog Park

- a | Shade Structure with Picnic Table
- b | Enhanced Landscape
- c | Landscape Boulders
- d | Dog Agility Equipment
- e | Bench
- f | Pet Waste Station

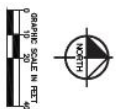


EXHIBIT D-3



- PROGRAM**
Pocket Park
- a** Shade Structure
 - b** Play Structures
 - c** Bench
 - d** Trash bin
 - e** 6 ft Concrete Trail
 - f** Picnic Table

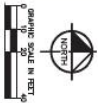


EXHIBIT E

PD DEVELOPMENT REGULATIONS

I. Residential Lot and Dwelling Regulations

A. Lot Type 1

(1) *Purpose.* The purpose is to allow single-family detached dwellings on lots of not less than 7,200 square feet, together with allowed incidental and accessory uses.

(2) *Uses generally.*

- a) Uses permitted in the SF-4 One-Family District of the Town of Little Elm Zoning Ordinance.

(3) *Height and area regulations.* The height of buildings, the minimum dimensions of lots and yards, and the minimum lot area permitted on any lot, shall be as follows:

- a) *Height.* Buildings or structures shall not exceed 40 feet, or two and one-half (2 ½) stories in height.
- b) *Front yards.* Front yard shall be a minimum of 20 feet.
- c) *Side yards.* Side yard shall be a minimum of 5 feet.
- d) *Side yards on corner lots.* Side yard adjacent to a street shall be a minimum of 15 feet, regardless of whether or not the lot backs to another lot that fronts onto the same street (reverse corner).
- e) *Rear yards.* Rear yard shall be a minimum of 20 feet.
- f) *Width of lot.* The minimum width of a lot shall be 60 feet measured along the platted front yard building line.
- g) *Lot size.* Lots shall have a minimum area of 7,200 square feet.
- h) *Floor area.* Each dwelling unit shall have a floor area, excluding basements, open and screened porches, and garages, of not less than 1,600 square feet.

(4) *Additional regulations.*

- a) Alleys are not permitted.

B. Lot Type 2

(1) *Purpose.* The purpose is to allow single-family detached dwellings on lots of not less than 6,000 square feet, together with allowed incidental and accessory uses.

(2) *Uses generally.*

- a) Uses permitted in the SF-4 One-Family District of the Town of Little Elm Zoning Ordinance.

(3) *Height and area regulations.* The height of buildings, the minimum dimensions of lots and yards, and the minimum lot area permitted on any lot, shall be as follows:

- a) *Height.* Buildings or structures shall not exceed 40 feet, or two and one-half (2 ½) stories in height.
- b) *Front yards.* Front yard shall be a minimum of 20 feet.
- c) *Side yards.* Side yard shall be a minimum of 5 feet.
- d) *Side yards on corner lots.* Side yard adjacent to a street shall be a minimum of 15 feet, regardless of whether or not the lot backs to another lot that fronts onto the same street (reverse corner).
- e) *Rear yards.* Rear yard shall be a minimum of 20 feet.
- f) *Width of lot.* The minimum width of a lot shall be 50 feet measured along the platted front yard building line.
- g) *Lot size.* Lots shall have a minimum area of 6,000 square feet.
- h) *Floor area.* Each dwelling unit shall have a floor area, excluding basements, open and screened porches, and garages, of not less than 1,200 square feet.

(4) *Additional regulations.*

- a) The maximum number of Type 2 lots shall be 126.
- b) Alleys are not permitted.

II. General Development Regulations

- 1) In addition to the permitted uses mentioned for each Residential Lot Type, the following temporary and permanent uses are permitted within the Property:
 - a) Temporary construction yard and field office associated with the construction of the development and houses within the development.
 - b) Temporary asphalt/concrete batching plant associated with the construction of the development.
 - c) Temporary sales center for sale of new on-site homes by builders.

- d) Amenity centers, parks, trails, playgrounds, and other open space and recreational improvements, private or public.
 - e) Municipal uses operated by the Town of Little Elm, Mustang Special Utility District, or other CCN holders and authorized providers.
 - f) Sewage pumping station
 - g) Private utility
 - h) Utility distribution/transmission line
 - i) Water reservoir / water pumping station
 - j) Water well (irrigation and pond fill use only)
 - k) Child care center (in-home), a home occupation that provides regular child care for compensation in their primary residence for less than 24 hours a day. It is considered a violation of this section for a facility to provide care for a number of children that exceeds what is allowed per the classification shown on the state permit to be submitted with the town's home occupation registration. Uses must register with the town annually and show proof of state permit. This use is subject to regulation by the Texas Department of Family and Protective Services and all home occupation regulations of the Town of Little Elm Code of Ordinances.
- 2) The maximum number of dwelling units shall be 206.
 - 3) A minimum of 10.0 acres of open space shall be provided. For the purposes of this requirement, "open space" shall mean amenity centers, parks, natural preserves, tributaries, floodplain, roadway buffers, landscape areas, greens, squares, courtyards, plazas, medians, colonnades, and detention areas.
 - 4) The exterior facades of a main building or structure shall be constructed of 85 percent masonry finishing material that is comprised of brick, stone, cast stone, stucco, or a combination thereof. Other materials of equal or similar characteristics may be allowed upon the approval of the Town's Building Official. Cementitious fiber board may be used for the remainder, including architectural features such as window box-outs, bay windows, dormers, and chimneys not part of an exterior wall.
 - 5) The front house elevation shall not be repeated on the lot most directly across the street, nor shall it be repeated on two (2) lots in either direction on the same side of the street.
 - 6) Garage doors and front doors shall consist of stained cedar, redwood, spruce, fir, or other hardwood, or other products, including products that are not wood but have a wood appearance and approved the Town's Building Official.
 - 7) All residential structures shall include at least four (4) of the following design features on the front façade or visible from the front or side street:
 - a) Carriage style garage door with hardware (must also meet II.6 to count as option)
 - b) Architectural pillars or posts
 - c) Bay windows
 - d) Brick Chimney on exterior wall
 - e) Cast stone accents
 - f) Covered front porches (minimum 60 square feet covered by main roof or an architectural extension)
 - g) Cupolas or turrets

- h) Dormers or Gables
 - i) Garage door NOT facing the street
 - j) Roof accent upgrades (i.e., metal, tile, slate)
 - k) Recessed entries, a minimum of three (3) feet deep
 - l) Greater than 8:12 primary roof pitch, or variable roof pitch
 - m) Separate transom windows
 - n) Divided light windows
 - o) Variable roof pitch
 - p) Shutters
 - q) Masonry arches
 - r) Recessed entry not less than 3 feet
 - s) Mixed masonry material
 - t) Coach lights
 - u) Decorative attic or gable feature, minimum 2 square feet in size, i.e. vent, window, or brick detail
 - v) Decorative driveway, i.e. salt finish, exposed aggregate, or other treatments approved by the Town's Building Official
- 8) Every part of a required side yard (including side yards adjacent to a street) shall be open and free of structures except for fences, accessory buildings, and air conditioning units. Ordinary projections of window sills, belt courses, cornices, and other architectural features may project not more than 18 inches into the required side yard, and roof eaves may project not more than 36 inches into the required side yard.
 - 9) HVAC units (excepting vents and stacks) shall be screened from view from a street with shrubs or stained wood fence.
 - 10) Subdivision perimeter walls are required to be constructed in a platted common area adjacent to collector roads or arterials, or other such roads that have a right-of-way of 60 feet or greater, where the adjacent use is backing to the road.
 - 11) Residential Fences Backing to Open Space. Fences backing to floodplain or open space shall be 4-foot black tubular steel.
 - 12) Lift stations shall be screened with a minimum 8' masonry wall.
 - 13) At least one (1) large canopy tree, per lot, shall be planted in the front yard prior to the issuance of a CO permit for the dwelling. Trees shall be a minimum 3" caliper. Trees may not be planted in the area between the sidewalk and the road.
 - 14) At least one (1) large canopy tree, per lot, shall be planted in the rear yard of any lot backing to a collector road. The tree shall be planted prior to the issuance of a CO permit for the dwelling. Trees shall be a minimum 3" caliper.
 - 15) At least one (1) large canopy tree, per lot, shall be planted in the side yard of lots adjacent to a street. The tree shall be planted prior to the issuance of a CO permit for the dwelling. Trees shall be a minimum 3" caliper.
 - 16) At least one (1) small ornamental tree, per lot, shall be planted in the front yard or side yard (in front of the fence) prior to the issuance of a CO for the dwelling. For corner lots, two (2) small

ornamental trees shall be planted in the side yard, between the fence and the sidewalk, prior to the issuance of a CO for the dwelling. Trees shall be a 2.5" minimum caliper.

- 17) Required landscaping for residential lots includes shrubs along the front of the house.
- 18) All front yards shall be irrigated with an automatic system.
- 19) Landscape buffers adjacent to the collector and arterial public right-of-way shall contain at least one large canopy tree, minimum 3" caliper, every 50 linear feet or fraction thereof of street frontage, inclusive of driveways. Trees may be grouped or clustered to facilitate site design but shall not exceed 250 linear feet between trees. For every five large canopy trees or fraction thereof required along the street frontage, two small ornamental trees, minimum 2.5" caliper, shall also be provided. For every five large canopy trees or fraction thereof required along the street frontage, 1,200 square feet of ornamental planting shall be planted along the sidewalk/trails. Ornamental plantings may be grouped or clustered to facilitate design but shall not exceed 2,500 linear feet between groupings and/or clusters. Sidewalks and trails shall have a meandering alignment and may encroach into the landscape buffer. Landscape planting areas shall be included intermittently along either side of the sidewalk and trail within the Landscape buffer area.
- 20) Collector roads shall be constructed when the adjacent phase of development occurs. The landscaping, sidewalk, trail, and other buffer requirements are only required when the adjacent phase of lots are platted.
- 21) The single-family uses shall generally develop in accordance with the Concept Plan, including street layout and lotting.
- 22) The Concept Plan shall serve as the preliminary plat, unless the owner/applicant elects to submit a preliminary plat for review and approval by the Town staff prior to submitting a final plat and construction plans.
- 23) A Homeowners Association (HOA) shall be established and shall maintain all common areas.
- 24) All public street lights shall be LED.
- 25) Mailboxes shall be brick and, where practical, clustered in pairs.

26) The extensive natural tree coverage within the development being preserved in open space depicted on the Concept Plan shall be deemed to satisfy the tree preservation requirements of the Town, including but not limited to waiver of requirements to inventory trees, obtain permits for tree removal, and mitigation for tree removal, either by fees or planting.

27) Improvements of pocket parks shall be in accordance with the Concept Plan. Conceptual illustrations of potential improvement options for each pocket park, that are in accordance with Concept Plan, are included as Exhibit F-1 and Exhibit F-2.

III. Street Design Standards

1) Collector Streets

- a. ROW: 60'
- b. Pavement section: 8" – 3,500 psi reinforced concrete; #4 rebar @18" OCEW; 8" lime, flex base, or cement stabilized subgrade
- c. Pavement width: 37' (back-of-curb to back-of-curb)
- d. Curb return radii: 25'
- e. Minimum centerline radius for curves: 430'
- f. Minimum tangent between reverse curves: 0'
- g. Sidewalk: 8' wide x 6" minimum thickness, and 5' wide x 4" thick; location per Exhibit "D" – Concept Plan
- h. Parking: not allowed
- i. Lighting: LED every 180' (+/-) on alternating sides, height to be approved by the Town Engineer

2) Local Residential Streets

- a. ROW: 50'
- b. Pavement section: 6" – 3,500 psi reinforced concrete; #4 rebar OCEW; 6" lime, flex base, or cement stabilized subgrade
- c. Pavement width: 31' (back-of-curb to back-of-curb)
- d. Curb return radii: 20'
- e. Minimum centerline radius for curves: 200'
- f. Minimum tangent between reverse curves: 0'
- g. Sidewalk: 4" minimum thickness, 5' minimum width
- h. Parking: allowed on both sides

- 3) The Town Engineer shall have the discretionary authority to consider and approve exceptions to the Street Design Standards.

Exhibit F

Ordinance No. 1794

**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. 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.
- b. 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 ____ day of _____, 2025.

Town of Little Elm, Texas

Curtis Cornelious, Mayor

ATTEST:

Caitlan Biggs, Town Secretary

Exhibit A
Property Description

EXHIBIT A – PROPERTY DESCRIPTION

BEING a tract of land situated in the Marsella Jones Survey, Abstract No. 662, Denton County, Texas, and being a portion of a called 60.528 acre tract of land described as Tract 2 in a Special Warranty Deed to 2016 Blackhawk 155 Holdings, Ltd., as recorded in Instrument No. 2016-161092 of the Official Records of Denton County, Texas, and corrected by Instrument No. 2018-37459 of the Official Records of Denton County, Texas, and being a portion of a called 86.486 acre tract of land described in a Special Warranty Deed to 2016 Blackhawk 155 Holdings, Ltd., as recorded in Instrument No. 2016-161100 of the Official Records of Denton County, Texas, and corrected by Instrument No. 2018-37458 of the Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a brass disk found for the northeast corner of said 60.528 acre tract, common to the easterly corner of a called 0.238 acre tract of land described as Tract III in an unrecorded deed dated 11/10/1980 to Spiritas Ranch Enterprises, as evidenced in an affidavit recorded in Instrument No. 2016-136619 of the Official Records of Denton County, Texas, same being on the southerly line of a called 332.330 acre tract of land described in a deed to Spiritas Ranch Enterprises, as recorded in Volume 833, Page 38 of the Deed Records of Denton County, Texas, and on the monumented west line of Lake Lewisville;

THENCE departing the southerly line of said 332.330 acre tract, along the monumented westerly line of said Lake Lewisville and along the easterly line of said 60.528 acre tract, the following courses:

South 17°05'40" East, a distance of 215.00 feet to a brass disk found for corner;

North 81°37'40" West, distance of 764.60 feet to a point for corner, from which a brass disk found for witness bears North 21°32' West, 0.6 feet;

South 70°51'20" West, a distance of 626.00 feet to a point for corner, from which a brass disk found for witness bears South 03°51' West, 0.5 feet;

South 19°08'40" East, a distance of 172.70 feet to a brass disk found for corner;

South 78°12'40" East, a distance of 433.70 feet to a brass disk found for corner;

North 87°50'08" East, a distance of 198.36 feet to a brass disk found for corner;

South 06°29'40" East, a distance of 519.00 feet to a brass disk found for corner;

South 38°20'20" West, a distance of 230.80 feet to a 5/8 inch iron rod with a cap stamped "KHA" set for corner;

South 10°43'40" East, a distance of 385.92 feet to a brass disk found for corner;

North 47°32'13" East, a distance of 626.11 feet to a brass disk found for corner;

South 33°27'47" East, a distance of 200.76 feet to a brass disk found for corner;

South 28°27'13" West, a distance of 533.15 feet to the southeast corner of said 60.528 acre tract on the north line of a called 4.033 acre tract of land described to Joseph F. Schwegmann, as recorded in Volume 502, Page 623 of the Deed Records of Denton County, Texas, from which a brass disk found for witness bears South 28°40' West, 19.9 feet;

THENCE North 85°32'40" West, departing the monumented west line of said Lake Lewisville, along the north line of said 4.033 acre tract, the south line of said 60.528 acre tract, and crossing Lloyd's Road, an undefined width public road dedicated in the Order of Commissioner's Court & Plat of Denton County, Texas No. 2044, dated April 17, 1950, a distance of 487.54 feet to a point generally in said Lloyd's Road;

THENCE North 02°37'37" East, generally along said Lloyd's Road and crossing said 60.528 acre tract, a distance of 223.52 feet to a point at the beginning of a tangent curve to the left;

THENCE in a northwesterly direction, continuing across said 60.528 acre tract and generally along said Lloyd's Road, with said curve to the left, having a radius of 100.00 feet, a delta angle of 42°04'51", an arc distance of 73.45 feet, and a chord bearing North 18°24'49" West, a distance of 71.81 feet to a point for corner at the end of said curve on the east line of a called 57.472 acre tract of land described in a deed to 800 Oak Point Investments, LLC, as recorded in Instrument No. 2020-27656, Official Records of Denton County, Texas, and the west line of said 60.528 acre tract;

THENCE North 01°49'14" East, departing said Lloyd's Road, along the easterly line of said 57.472 acre tract and the west line of said 60.528 acre tract, and crossing said Lloyd's Road part of the way, a distance of 41.95 feet to a 5/8 inch iron rod found for the northeast corner of said 57.472 acre tract, same being an interior corner of said 60.528 acre tract;

THENCE South 87°21'25" West, continuing across said Lloyd's Road, along the northerly line of said 57.472 acre tract and the southerly line of said 60.528 acre tract, a distance of 761.99 feet to an "X" cut found for the northwest corner of said 57.472 acre tract, common to the northerly southwest corner of said 60.528 acre tract, being on the easterly terminus of Lloyds Road, a variable width right-of-way, as dedicated in Prairie Oaks Phase 1A, according to the Final Plat thereof recorded in Document No. 2019-27 of the Plat Records of Collin County, Texas;

THENCE North 02°38'35" West, continuing along the southerly line of said 60.528 acre tract and along the easterly terminus of said Lloyds Road, a distance of 30.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for the north end of the easterly terminus of said Lloyds Road, common to an ell corner on the southerly line of said 60.528 acre tract;

THENCE South 87°21'25" West, continuing along the southerly line of said 60.528 acre tract and along the northerly right-of-way line of said Lloyds Road, a distance of 122.25 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for the south end of a corner clip at the intersection of the northerly right-of-way line of said Lloyds Road with the easterly right-of-way

line of Bent Brock Road, a 50 foot wide right-of-way, as dedicated in said Prairie Oaks Phase 1A and Prairie Oaks Phase 1B, according to the Final Plat thereof recorded in Document No. 2019-258 of the Plat Records of Collin County, Texas;

THENCE North 47°38'35" West, continuing along the southerly line of said 60.528 acre tract and along said corner clip, a distance of 21.21 feet to an "X" cut in concrete found for a southwest corner of said 60.528 acre tract, common to the north end of said corner clip, being on the easterly right-of-way line of said Bent Brock Road;

THENCE North 02°38'35" West, along the easterly right-of-way line of said Bent Brock Road, and the westerly line of said 60.528 acre tract, a distance of 115.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for the south end of a corner clip at the intersection of the easterly right-of-way line of said Bent Brock Road with the southerly right-of-way line of Desert Willow Drive, a 50 foot wide right-of-way, as dedicated in said Prairie Oaks Phase 1B;

THENCE North 42°21'25" East, continuing along the westerly line of said 60.528 acre tract and along said corner clip, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for the north end of said corner clip, being on the southerly right-of-way line of said Desert Willow Drive;

THENCE North 87°21'25" East, continuing along the westerly line of said 60.528 acre tract and along the southerly right-of-way line of said Desert Willow Drive, a distance of 10.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for the south end of the easterly terminus of said Desert Willow Drive;

THENCE North 02°38'35" West, continuing along the westerly line of said 60.528 acre tract and the easterly terminus of said Desert Willow Drive, a distance of 50.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for the north end of said easterly terminus;

THENCE South 87°21'25" West, continuing along the westerly line of said 60.528 acre tract and the northerly right-of-way line of said Desert Willow Drive, a distance of 10.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for the south end of a corner clip at the intersection of the northerly right-of-way line of said Desert Willow Drive with the easterly right-of-way line of said Bent Brook Road;

THENCE North 47°38'35" West, continuing along the westerly line of said 60.528 acre tract and along said corner clip, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for the north end of said corner clip, being on the easterly right-of-way line of said Bent Brook Road;

THENCE North 02°38'35" West, continuing along the westerly line of said 60.528 acre tract and along the easterly right-of-way line of said Bent Brook Road, a distance of 120.67 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for the east end of the northerly terminus of said Bent Brook Road, common to an ell corner of said 60.528 acre tract;

THENCE South 87°21'25" West, continuing along the westerly line of said 60.528 acre tract and along the northerly terminus of said Bent Brook Road, a distance of 50.00 feet to a 5/8 inch iron

rod with plastic cap stamped "KHA" found for the west end of said northerly terminus, common to an ell corner of said 60.528 acre tract;

THENCE South $02^{\circ}38'35''$ East, continuing along the westerly line of said 60.528 acre tract and along the westerly right-of-way of said Bent Brook Road, a distance of 10.00 feet to an "X" cut in concrete found for the northeast corner of Block O of said Prairie Oaks Phase 1B, common to a southeast corner of said 60.528 acre tract, and at the beginning of a non-tangent curve to the right having a central angle of $00^{\circ}51'24''$, a radius of 355.00 feet, a chord bearing and distance of North $88^{\circ}41'12''$ West, 5.31 feet;

THENCE in a northwesterly direction with said curve to the right, departing the westerly line of said 60.528 acre tract and along the northerly line of said Block O, an arc distance of 5.31 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

THENCE North $88^{\circ}15'30''$ West, continuing along the northerly line of said Block O, a distance of 390.76 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for the northwest corner of said Block O, common to a southwest corner of said 60.528 acre tract, and at the beginning of a non-tangent curve to the right having a central angle of $14^{\circ}22'22''$, a radius of 475.00 feet, a chord bearing and distance of North $12^{\circ}50'37''$ East, 118.84 feet;

THENCE along the westerly line of said 60.528 acre tract and the easterly line of said Prairie Oaks Phase 1B, the following courses:

In a northeasterly direction, with said curve to the right, an arc distance of 119.15 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North $20^{\circ}01'48''$ East, a distance of 5.23 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North $62^{\circ}31'19''$ East, a distance of 14.80 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found at the beginning of a non-tangent curve to the left having a central angle of $02^{\circ}56'04''$, a radius of 375.00 feet, a chord bearing and distance of South $77^{\circ}16'54''$ East, 19.20 feet;

In a southeasterly direction, with said curve to the left, an arc distance of 19.21 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North $11^{\circ}15'04''$ East, a distance of 50.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found at the beginning of a non-tangent curve to the right having a central angle of $02^{\circ}01'53''$, a radius of 325.00 feet, a chord bearing and distance of North $77^{\circ}43'59''$ West, 11.52 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 11.52 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North $27^{\circ}56'36''$ West, a distance of 13.46 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North 20°01'48" East, a distance of 22.17 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North 69°58'12" West, a distance of 50.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

South 20°01'48" West, a distance of 10.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North 69°58'12" West, a distance of 120.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North 20°01'48" East, a distance of 2.49 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North 69°58'12" West, a distance of 120.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North 20°01'48" East, a distance of 19.66 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North 69°58'12" West, a distance of 50.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

South 20°01'48" West, passing at a distance of 10.00 feet the westerly line of said 60.528 acre tract, and continuing along the same course for a total distance of 60.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

THENCE North 69°58'12" West, continuing along the easterly line of said Prairie Oaks Phase 1B, a distance of 142.11 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found at the beginning of a non-tangent curve to the left having a central angle of 19°51'22", a radius of 1030.00 feet, a chord bearing and distance of North 11°59'58" East, 355.17 feet;

THENCE in a northeasterly direction with said curve to the left, continuing along the easterly line of said Prairie Oaks Phase 1B, passing en route a southwest corner of said 60.528 acre tract, and continuing along the same course and along the westerly line of said 60.528 acre tract, for a total arc distance of 356.95 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

THENCE continuing along the easterly line of said Prairie Oaks Phase 1B and the westerly line of said 60.528 acre tract, the following courses:

North 02°04'17" East, a distance of 82.97 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North 47°04'17" East, a distance of 21.21 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

South 87°55'43" East, a distance of 8.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North 02°04'17" East, a distance of 50.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North 87°55'43" West, a distance of 8.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North 42°55'43" West, a distance of 21.21 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North 02°04'17" East, a distance of 203.46 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North 47°04'17" East, a distance of 21.21 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

South 87°55'43" East, a distance of 8.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North 02°04'17" East, a distance of 50.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North 87°55'43" West, a distance of 8.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North 42°55'43" West, a distance of 21.21 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North 02°04'17" East, a distance of 105.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for the northwest corner of said 60.528 acre tract, being on the southerly line of a called 0.773 acre tract of land described as Tract I in an unrecorded deed dated 11/10/1980 to Spiritas Ranch Enterprises, as evidenced in aforesaid affidavit;

THENCE South 88°13'59" East, along the northerly line of said 60.528 acre tract and the southerly line of said 0.773 acre tract, a distance of 1145.43 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southeast corner of said 0.773 acre tract, common to the southwest corner of a called 0.030 acre tract of land described in an unrecorded deed dated 11/10/1980 to Spiritas Ranch Enterprises, as evidenced in said affidavit;

THENCE South 86°39'02" East, continuing along the northerly line of said 60.528 acre tract and along the southerly line of said 0.030 acre tract, a distance of 346.16 feet to a metal post found

for the southeast corner of said 0.030 acre tract, common to an exterior corner of aforesaid 0.238 acre tract;

THENCE South 88°59'22" East, continuing along the northerly line of said 60.528 acre tract and along the southerly line of said 0.238 acre tract, a distance of 981.67 feet to the **POINT OF BEGINNING** and containing 60.599 acres (2,639,699 square feet) of land, more or less.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983(2011).

Exhibit B
Development Plans, Images, and Documents

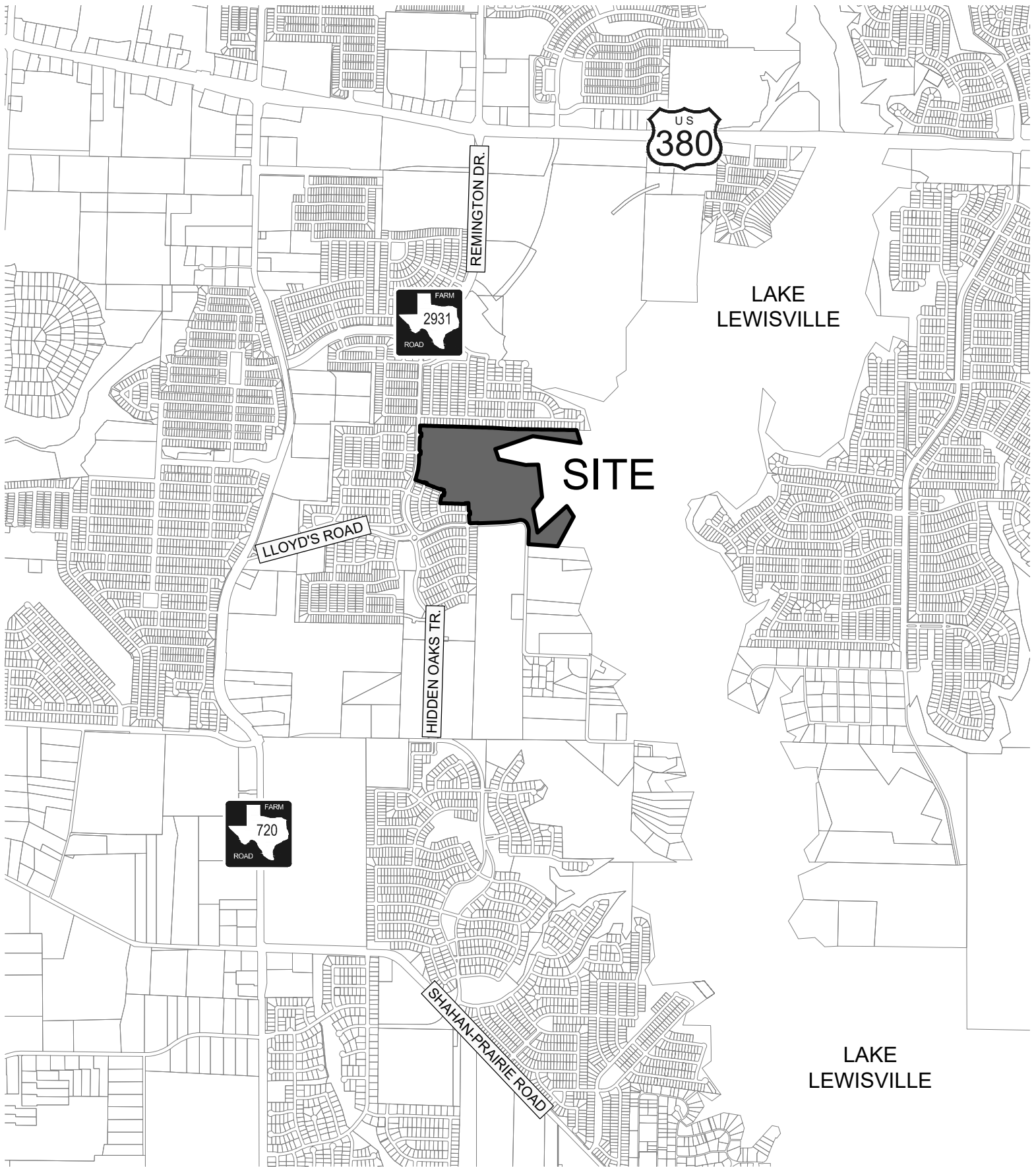


EXHIBIT B
VICINITY MAP



EXHIBIT “C”

PD DEVELOPMENT REGULATIONS

I. Residential Lot and Dwelling Regulations

A. Lot Type 1

(1) *Purpose.* The purpose is to allow single-family detached dwellings on lots of not less than 7,200 square feet, together with allowed incidental and accessory uses.

(2) *Uses generally.*

- a) Uses permitted in the SF-4 One-Family District of the Town of Little Elm Zoning Ordinance.

(3) *Height and area regulations.* The height of buildings, the minimum dimensions of lots and yards, and the minimum lot area permitted on any lot, shall be as follows:

- a) *Height.* Buildings or structures shall not exceed 40 feet, or two and one-half (2 ½) stories in height.
- b) *Front yards.* Front yard shall be a minimum of 20 feet.
- c) *Side yards.* Side yard shall be a minimum of 5 feet.
- d) *Side yards on corner lots.* Side yard adjacent to a street shall be a minimum of 15 feet, regardless of whether or not the lot backs to another lot that fronts onto the same street (reverse corner).
- e) *Rear yards.* Rear yard shall be a minimum of 20 feet.
- f) *Width of lot.* The minimum width of a lot shall be 60 feet measured along the platted front yard building line.
- g) *Lot size.* Lots shall have a minimum area of 7,200 square feet.
- h) *Floor area.* Each dwelling unit shall have a floor area, excluding basements, open and screened porches, and garages, of not less than 1,600 square feet.

(4) *Additional regulations.*

- a) Alleys are not permitted.

B. Lot Type 2

(1) *Purpose.* The purpose is to allow single-family detached dwellings on lots of not less than 6,000 square feet, together with allowed incidental and accessory uses.

(2) *Uses generally.*

- a) Uses permitted in the SF-4 One-Family District of the Town of Little Elm Zoning Ordinance.

(3) *Height and area regulations.* The height of buildings, the minimum dimensions of lots and yards, and the minimum lot area permitted on any lot, shall be as follows:

- a) *Height.* Buildings or structures shall not exceed 40 feet, or two and one-half (2 ½) stories in height.
- b) *Front yards.* Front yard shall be a minimum of 20 feet.
- c) *Side yards.* Side yard shall be a minimum of 5 feet.
- d) *Side yards on corner lots.* Side yard adjacent to a street shall be a minimum of 15 feet, regardless of whether or not the lot backs to another lot that fronts onto the same street (reverse corner).
- e) *Rear yards.* Rear yard shall be a minimum of 20 feet.
- f) *Width of lot.* The minimum width of a lot shall be 50 feet measured along the platted front yard building line.
- g) *Lot size.* Lots shall have a minimum area of 6,000 square feet.
- h) *Floor area.* Each dwelling unit shall have a floor area, excluding basements, open and screened porches, and garages, of not less than 1,200 square feet.

(4) *Additional regulations.*

- a) The maximum number of Type 2 lots shall be 126.
- b) Alleys are not permitted.

II. General Development Regulations

- 1) In addition to the permitted uses mentioned for each Residential Lot Type, the following temporary and permanent uses are permitted within the Property:
 - a) Temporary construction yard and field office associated with the construction of the development and houses within the development.
 - b) Temporary asphalt/concrete batching plant associated with the construction of the development.
 - c) Temporary sales center for sale of new on-site homes by builders.

- d) Amenity centers, parks, trails, playgrounds, and other open space and recreational improvements, private or public.
 - e) Municipal uses operated by the Town of Little Elm, Mustang Special Utility District, or other CCN holders and authorized providers.
 - f) Sewage pumping station
 - g) Private utility
 - h) Utility distribution/transmission line
 - i) Water reservoir / water pumping station
 - j) Water well (irrigation and pond fill use only)
 - k) Child care center (in-home), a home occupation that provides regular child care for compensation in their primary residence for less than 24 hours a day. It is considered a violation of this section for a facility to provide care for a number of children that exceeds what is allowed per the classification shown on the state permit to be submitted with the town's home occupation registration. Uses must register with the town annually and show proof of state permit. This use is subject to regulation by the Texas Department of Family and Protective Services and all home occupation regulations of the Town of Little Elm Code of Ordinances.
- 2) The maximum number of dwelling units shall be 206.
- 3) A minimum of 10.0 acres of open space shall be provided. For the purposes of this requirement, "open space" shall mean amenity centers, parks, natural preserves, tributaries, floodplain, roadway buffers, landscape areas, greens, squares, courtyards, plazas, medians, colonnades, and detention areas.
- 4) The exterior facades of a main building or structure shall be constructed of 85 percent masonry finishing material that is comprised of brick, stone, cast stone, stucco, or a combination thereof. Other materials of equal or similar characteristics may be allowed upon the approval of the Town's Building Official. Cementitious fiber board may be used for the remainder, including architectural features such as window box-outs, bay windows, dormers, and chimneys not part of an exterior wall.
- 5) The front house elevation shall not be repeated on the lot most directly across the street, nor shall it be repeated on two (2) lots in either direction on the same side of the street.
- 6) Garage doors and front doors shall consist of stained cedar, redwood, spruce, fir, or other hardwood, or other products, including products that are not wood but have a wood appearance and approved the Town's Building Official.
- 7) All residential structures shall include at least four (4) of the following design features on the front façade or visible from the front or side street:
- a) Carriage style garage door with hardware (must also meet II.6 to count as option)
 - b) Architectural pillars or posts
 - c) Bay windows
 - d) Brick Chimney on exterior wall
 - e) Cast stone accents
 - f) Covered front porches (minimum 60 square feet covered by main roof or an architectural extension)
 - g) Cupolas or turrets

- h) Dormers or Gables
 - i) Garage door NOT facing the street
 - j) Roof accent upgrades (i.e., metal, tile, slate)
 - k) Recessed entries, a minimum of three (3) feet deep
 - l) Greater than 8:12 primary roof pitch, or variable roof pitch
 - m) Separate transom windows
 - n) Divided light windows
 - o) Variable roof pitch
 - p) Shutters
 - q) Masonry arches
 - r) Recessed entry not less than 3 feet
 - s) Mixed masonry material
 - t) Coach lights
 - u) Decorative attic or gable feature, minimum 2 square feet in size, i.e. vent, window, or brick detail
 - v) Decorative driveway, i.e. salt finish, exposed aggregate, or other treatments approved by the Town's Building Official
- 8) Every part of a required side yard (including side yards adjacent to a street) shall be open and free of structures except for fences, accessory buildings, and air conditioning units. Ordinary projections of window sills, belt courses, cornices, and other architectural features may project not more than 18 inches into the required side yard, and roof eaves may project not more than 36 inches into the required side yard.
 - 9) HVAC units (excepting vents and stacks) shall be screened from view from a street with shrubs or stained wood fence.
 - 10) Subdivision perimeter walls are required to be constructed in a platted common area adjacent to collector roads or arterials, or other such roads that have a right-of-way of 60 feet or greater, where the adjacent use is backing to the road.
 - 11) Residential Fences Backing to Open Space. Fences backing to floodplain or open space shall be 4-foot black tubular steel.
 - 12) Lift stations shall be screened with a minimum 8' masonry wall.
 - 13) At least one (1) large canopy tree, per lot, shall be planted in the front yard prior to the issuance of a CO permit for the dwelling. Trees shall be a minimum 3" caliper. Trees may not be planted in the area between the sidewalk and the road.
 - 14) At least one (1) large canopy tree, per lot, shall be planted in the rear yard of any lot backing to a collector road. The tree shall be planted prior to the issuance of a CO permit for the dwelling. Trees shall be a minimum 3" caliper.
 - 15) At least one (1) large canopy tree, per lot, shall be planted in the side yard of lots adjacent to a street. The tree shall be planted prior to the issuance of a CO permit for the dwelling. Trees shall be a minimum 3" caliper.
 - 16) At least one (1) small ornamental tree, per lot, shall be planted in the front yard or side yard (in front of the fence) prior to the issuance of a CO for the dwelling. For corner lots, two (2) small

ornamental trees shall be planted in the side yard, between the fence and the sidewalk, prior to the issuance of a CO for the dwelling. Trees shall be a 2.5" minimum caliper.

- 17) Required landscaping for residential lots includes shrubs along the front of the house.
- 18) All front yards shall be irrigated with an automatic system.
- 19) Landscape buffers adjacent to the collector and arterial public right-of-way shall contain at least one large canopy tree, minimum 3" caliper, every 50 linear feet or fraction thereof of street frontage, inclusive of driveways. Trees may be grouped or clustered to facilitate site design but shall not exceed 250 linear feet between trees. For every five large canopy trees or fraction thereof required along the street frontage, two small ornamental trees, minimum 2.5" caliper, shall also be provided. For every five large canopy trees or fraction thereof required along the street frontage, 1,200 square feet of ornamental planting shall be planted along the sidewalk/trails. Ornamental plantings may be grouped or clustered to facilitate design but shall not exceed 2,500 linear feet between groupings and/or clusters. Sidewalks and trails shall have a meandering alignment and may encroach into the landscape buffer. Landscape planting areas shall be included intermittently along either side of the sidewalk and trail within the Landscape buffer area.
- 20) Collector roads shall be constructed when the adjacent phase of development occurs. The landscaping, sidewalk, trail, and other buffer requirements are only required when the adjacent phase of lots are platted.
- 21) The single-family uses shall generally develop in accordance with the Concept Plan, including street layout and lotting.
- 22) The Concept Plan shall serve as the preliminary plat, unless the owner/applicant elects to submit a preliminary plat for review and approval by the Town staff prior to submitting a final plat and construction plans.
- 23) A Homeowners Association (HOA) shall be established and shall maintain all common areas.
- 24) All public street lights shall be LED.
- 25) Mailboxes shall be brick and, where practical, clustered in pairs.

26) The extensive natural tree coverage within the development being preserved in open space depicted on the Concept Plan shall be deemed to satisfy the tree preservation requirements of the Town, including but not limited to waiver of requirements to inventory trees, obtain permits for tree removal, and mitigation for tree removal, either by fees or planting.

27) Improvements of pocket parks shall be in accordance with the Concept Plan. Conceptual illustrations of potential improvement options for each pocket park, that are in accordance with Concept Plan, are included as Exhibit F-1 and Exhibit F-2.

III. Street Design Standards

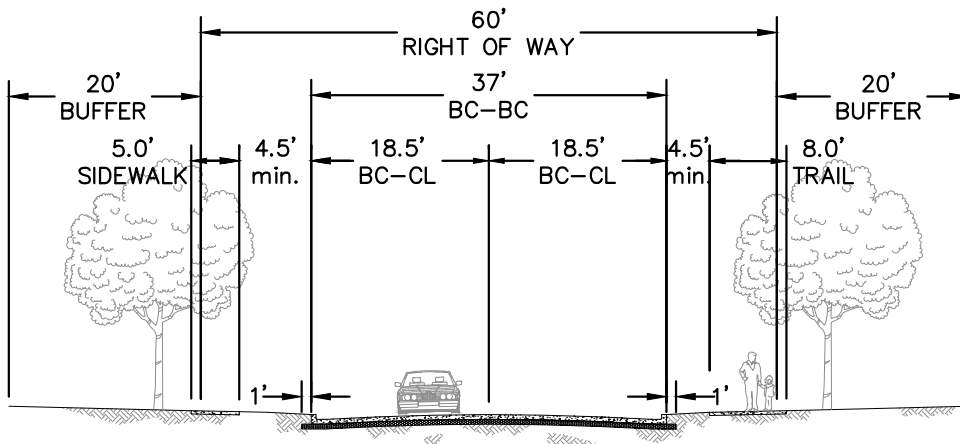
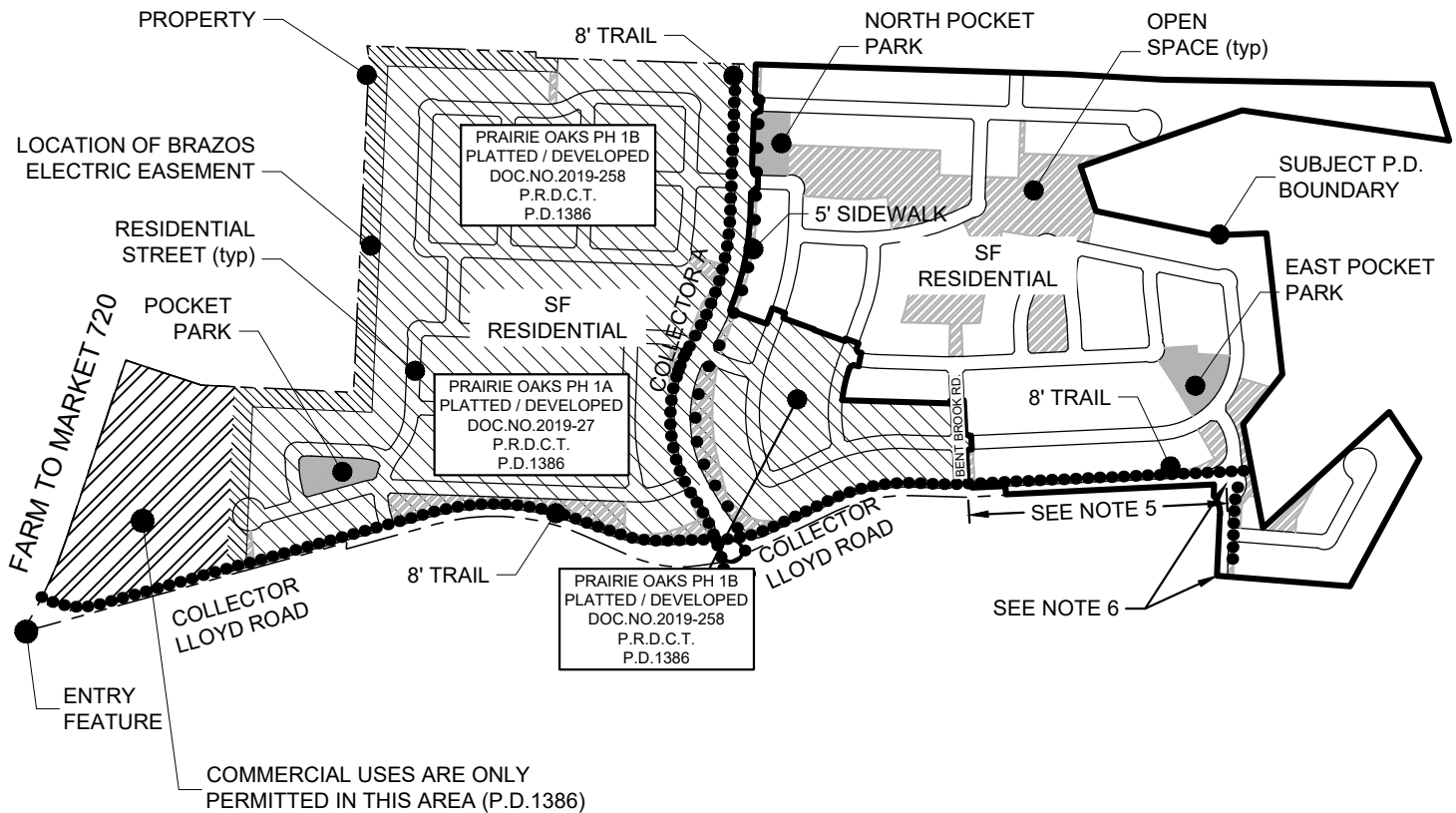
1) Collector Streets

- a. ROW: 60'
- b. Pavement section: 8" – 3,500 psi reinforced concrete; #4 rebar @18" OCEW; 8" lime, flex base, or cement stabilized subgrade
- c. Pavement width: 37' (back-of-curb to back-of-curb)
- d. Curb return radii: 25'
- e. Minimum centerline radius for curves: 430'
- f. Minimum tangent between reverse curves: 0'
- g. Sidewalk: 8' wide x 6" minimum thickness, and 5' wide x 4" thick; location per Exhibit "D" – Concept Plan
- h. Parking: not allowed
- i. Lighting: LED every 180' (+/-) on alternating sides, height to be approved by the Town Engineer

2) Local Residential Streets

- a. ROW: 50'
- b. Pavement section: 6" – 3,500 psi reinforced concrete; #4 rebar OCEW; 6" lime, flex base, or cement stabilized subgrade
- c. Pavement width: 31' (back-of-curb to back-of-curb)
- d. Curb return radii: 20'
- e. Minimum centerline radius for curves: 200'
- f. Minimum tangent between reverse curves: 0'
- g. Sidewalk: 4" minimum thickness, 5' minimum width
- h. Parking: allowed on both sides

- 3) The Town Engineer shall have the discretionary authority to consider and approve exceptions to the Street Design Standards.



COLLECTOR STREET
TYPICAL SECTION
(Lloyd's Road & Collector "A")

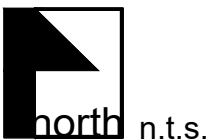


EXHIBIT "D" CONCEPT PLAN

NOTES:

1) 8' Trail and 5' sidewalk shall meander and may encroach within the buffer.

2) See Development Regulations for buffer requirements.

3) The Street Layouts depicted are conceptual and subject to minor adjustment at time of platting.

4) North Pocket Park and East Pocket Park shall each include the following program elements:

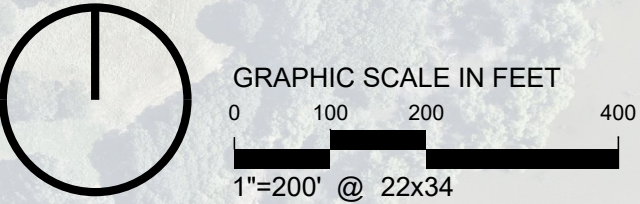
- IRRIGATED LAWN AREA
- ENHANCED PLANTINGS
- SEATING
- PICNIC TABLE WITH SHADE STRUCTURE
- TRASH RECEPTACLE
- PET WASTE STATION

In addition to the above, one of the following shall also be included in the program elements:

- CHILDREN'S PLAY EQUIPMENT, OR
- DOG PARK

5) At least 30' of ROW, or other type of reservation or lot satisfactory to the Town, shall be dedicated or platted along the south boundary of the PD for the east-west segment of Lloyds Road located east of Bent Brook Road. Various asphalt roadway pavement sections may be utilized for this segment, including existing pavement, as approved by the Town Engineer. The intent being the subdivider or developer of the PD is not obligated to construct a 37' (b-b) concrete roadway surface for this segment.

6) At least 60' of ROW, or other type of reservation or lot satisfactory to the Town, shall be dedicated or platted along the west boundary of the PD for the north-south segment for Lloyds Road. Various roadway pavement materials and sections may be utilized for this segment, including existing pavement, as approved by the Town Engineer.



Platted / Developed Lot Summary
(P.D.1386)

Type 1	89	32.4%
Type 2	186	67.6%
Total Lots	275	

Unplatted / Undeveloped
(Subject P.D.) Lot Summary

Type 1	80 ±
Type 2	126 Max.
Total	206 Max.

Platted / Developed Lots (P.D. 1386) &
Unplatted / Undeveloped (Subject P.D.)
Combined Lot Summary

Type 1	169 ±
Type 2	312 Max.
Total Lots	481 Max.

--- PRAIRIE OAKS PROJECT
BOUNDARY WITHIN THE
TOWN OF LITTLE ELM

- NOTES:
1. Future ROW, streets, and lots shown are preliminary and will be detailed with future final plats and construction plans in accordance with the Town of Little Elm subdivision ordinance unless specific waivers or variances are approved at that time.
 2. The dimension, area, setbacks, and use of lots shall be in accordance with the Town of Little Elm zoning ordinance and this P.D.
 3. Existing platted/dedicated street ROW adjacent to the property is 50' unless indicated otherwise.
 4. According to Community Panel No. 48121C0405G, dated 04-18-11 of the National Flood Insurance Program Map, Flood Insurance Rate Map of Denton County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, this property is within Zone "X-Unshaded", which is not a special flood hazard area.
 5. This property lies within the boundaries of The Rudman Tract Public Improvement District according to the Town of Little Elm, Texas Resolution No. 10181601 recorded in Instrument No. 2017-63524 of the Official Records of Denton County, Texas.

EXHIBIT E
LOTING PLAN

Prairie Oaks

Town of Little Elm, Texas

OWNER:
2016 Blackhawk 155 Holdings LTD.
Mr. John Dowdall
3833 Centenary Ave.
Dallas, TX 75255
P (214) 212-5462

ENGINEER / SURVEYOR:
Kimley-Horn and Associates
State of Texas Registration No. F-928
6160 Warren Parkway
Suite 210
Frisco, TX 75034
P (972) 335-3580
Contact: Paul McCracken, PE

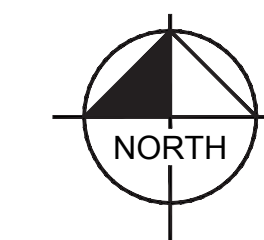
OPL Prairie Oaks Development, Inc.
Mr. John Dowdall
3833 Centenary Ave.
Dallas, TX 75255
P (214) 212-5462

Kimley»Horn
September 2024

PROGRAM

Dog Park

- a** | Shade Structure with Picnic Table
- b** | Enhanced Landscape
- c** | Landscape Boulders
- d** | Dog Agility Equipment
- e** | Bench
- f** | Pet Waste Station



GRAPHIC SCALE IN FEET
0 10 20 40



PROGRAM

Pocket Park

- a** Shade Structure
- b** Play Structures
- c** Bench
- d** Trash bin
- e** 6 ft Concrete Trail
- f** Picnic Table

