

TOWN OF LITTLE ELM, TEXAS
OPERATING INDICATORS BY FUNCTION/PROGRAM
LAST NINE FISCAL YEARS^A (UNAUDITED)

<u>Function/Program</u>	<u>Fiscal Year</u>			
	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
Public Safety				
Police				
Number of employees ^b	31	31	32	34
Number of violations (citations)	2,833	8,559	6,929	8,198
Fire				
Number of employees ^b	18	24	31	32
Number of volunteers	20	16	9	9
Number of fire runs	847	807	828	725
Number of EMS runs	603	997	1,221	1,207
Public Works				
Streets (miles)	126	128	134	140
Community Services				
Residential permits	1,006	708	416	242
Commercial permits	14	N/A	13	12
Cultural and Recreational				
Parks and recreation				
Park maintain & operate per acre	400	400	400	400
Participants in parks programs	425	425	425	425
Participants in senior program	80	100	100	100
Participants at Recreation Center	N/A	N/A	N/A	N/A
Library				
Volumes in Collection	15,198	16,107	22,665	28,908
Circulation	24,128	22,569	24,097	36,012
Water and Sewer				
Number of water connections	7,167	7,525	7,841	8,035
Number of sewer connections	7,167	7,228	7,652	7,594
Average daily water consumption ^c	2,425	2,663	2,205	2,650
Maximum ground storage capacity ^c	6,000	7,000	7,000	7,000
Maximum elevated storage capacity ^c	1,500	1,500	1,500	1,500
Water purchased ^c	610,450	1,137,400	775,874	857,694

Source: City Departments

Notes:

N/A - Data not Available

^a Information was only available back to 2005

^b Department Administration and EMS Staff included

^c Stated in millions of gallons

TABLE E-2

Fiscal Year					
<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
38	34	36	41	44	44
5,396	5,200	4,198	3,974	4,434	4,306
35	36	37	40	42	47
9	2	5	1	0	3
746	954	980	888	1,011	992
1,278	1,195	1,369	1,327	1,437	1,732
140	140	140	140	140	140
283	434	488	588	737	860
20	34	49	47	59	62
500	500	500	500	500	500
2,500	2,650	3,500	3,800	22,700	50,000
150	200	300	320	1,020	11,577
N/A	N/A	N/A	N/A	30,400	45,316
32,905	37,096	32,329	37,785	45,538	45,187
41,526	37,850	35,081	69,114	92,684	136,765
8,204	8,368	8,712	8,963	9,257	9,835
7,792	8,067	8,399	8,636	8,927	9,489
2,230	2,266	2,726	2,547	2,710	3,110
7,000	7,000	7,000	7,000	7,000	7,170
1,500	1,500	1,500	1,500	1,500	3,575
888,950	899,844	1,080,672	1,160,174	1,161,074	1,134,837

TOWN OF LITTLE ELM, TEXAS
CAPITAL ASSET STATISTICS BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS (UNAUDITED)

TABLE E-3

Function/Program	Fiscal Year									
	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
Public Safety										
Police Stations	1	1	1	1	1	1	1	1	1	1
Police Patrol Units	9	10	11	13	16	16	16	16	16	17
Fire Stations	1	1	2	2	2	2	2	2	2	2
Police Motorcycle Units	0	2	2	2	2	2	2	2	2	2
Public Works										
Streets-Paved	126	128	134	140	140	140	140	140	140	140
Cultural and Recreational										
Parks (acres)	400	400	400	400	500	500	500	500	500	500
Playgrounds ^a	5	5	5	5	5	5	5	5	4	4
Library	1	1	1	1	1	1	1	1	1	1
Senior Center	0	0	0	0	0	0	0	1	1	1
Recreation Center	0	0	0	0	0	0	0	1	1	1
Water and Sewer										
Fire Hydrants	754	784	883	902	908	1,063	1,070	1,206	1,216	1,256
Ground Storage Facilities	4	6	6	6	6	4	4	4	4	4
Elevated Storage Facilities	2	2	2	2	2	2	2	2	2	4
Lift Stations	16	16	18	18	18	17	16	17	17	18

Source: City Departments

Notes ^a Does not include HOA playgrounds

Attachment 2
Water Rate Tariff
for Terra Southwest Inc.

WATER UTILITY TARIFF FOR

Terra Southwest, Inc.
(Utility Name)

P.O. Box 140
(Business Address)

Alvord, Texas 76225
(City, State, Zip Code)

(940) 391-2826
(Area Code/Telephone)

This tariff is effective for utility operations under the following Certificate of Convenience and Necessity:

11608

This tariff is effective in the following county:

Denton

This tariff is effective in the following cities or unincorporated towns (if any):

None

This tariff is effective in the following subdivisions and public water systems:

Hilltown Addition (PWS #0610112), East Ponder Estates (PWS #0610161)

TABLE OF CONTENTS

The above utility lists the following sections of its tariff (if additional pages are needed for a section, all pages should be numbered consecutively):

SECTION 1.0 -- RATE SCHEDULE.....	2
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TEXAS COMM. ON ENVIRONMENTAL QUALITY
36648-R, CCN 11608, MAY 1, 2010
APPROVED TARIFF BY [Signature]

SECTION 1.0 - RATE SCHEDULE (Continued)

Section 1.01 - Rates

<u>Meter Size</u>	<u>Monthly Minimum Charge</u>	<u>Gallonage Charge</u>
5/8" or 3/4"	<u>\$32.93</u> (Includes <u>3,000</u> gallons)	<u>\$2.50</u> per 1,000 gallons
1"	<u>\$71.08</u>	same for all meter sizes
1 1/2"	<u>\$134.65</u>	
2"	<u>\$210.94</u>	
3"	<u>\$388.95</u>	
4"	<u>\$643.25</u>	

FORM OF PAYMENT: The utility will accept the following forms of payment:

Cash X, Check X, Money Order X, Credit Card _____, Other specify) _____
 THE UTILITY MAY REQUIRE EXACT CHANGE FOR PAYMENTS AND MAY REFUSE TO ACCEPT
 PAYMENTS MADE USING MORE THAN \$1.00 IN SMALL COINS. A WRITTEN RECEIPT WILL BE
 GIVEN FOR CASH PAYMENTS.

REGULATORY ASSESSMENT.....1.0%
 TCEQ RULES REQUIRE THE UTILITY TO COLLECT A FEE OF ONE PERCENT OF THE RETAIL
 MONTHLY BILL.

Section 1.02 - Miscellaneous Fees

TAP FEE.....\$750.00
 TAP FEE COVERS THE UTILITY'S COSTS FOR MATERIALS AND LABOR TO INSTALL A STANDARD
 RESIDENTIAL 5/8" or 3/4" METER. AN ADDITIONAL FEE TO COVER UNIQUE COSTS IS PERMITTED
 IF LISTED ON THIS TARIFF.

TAP FEE (Unique costs)Actual Cost
 FOR EXAMPLE, A ROAD BORE FOR CUSTOMERS OUTSIDE OF SUBDIVISIONS OR RESIDENTIAL
 AREAS.

TAP FEE (Large meter).....Actual Cost
 TAP FEE IS THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR METER SIZE
 INSTALLED.

METER RELOCATION FEE.....Actual Relocation Cost, Not to Exceed Tap Fee
 THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS THAT AN EXISTING METER BE
 RELOCATED.

METER TEST FEE.....\$25.00
 THIS FEE WHICH SHOULD REFLECT THE UTILITY'S COST MAY BE CHARGED IF A CUSTOMER
 REQUESTS A SECOND METER TEST WITHIN A TWO-YEAR PERIOD AND THE TEST INDICATES THAT
 THE METER IS RECORDING ACCURATELY. THE FEE MAY NOT EXCEED \$25.

RATES LISTED ARE EFFECTIVE ONLY
 IF THIS PAGE HAS TCEQ APPROVAL STAMP

TEXAS COMM. ON ENVIRONMENTAL QUALITY
 36648-R, CCN 11608, MAY 1, 2010
 APPROVED TARIFF BY [Signature]

SECTION 1.0 -- RATE SCHEDULE (Continued)

RECONNECTION FEE

THE RECONNECT FEE MUST BE PAID BEFORE SERVICE CAN BE RESTORED TO A CUSTOMER WHO HAS BEEN DISCONNECTED FOR THE FOLLOWING REASONS (OR OTHER REASONS LISTED UNDER SECTION 2.0 OF THIS TARIFF):

- a) Non payment of bill (Maximum \$25.00) \$25.00
- b) Customer's request that service be disconnected \$50.00

TRANSFER FEE \$35.00

THE TRANSFER FEE WILL BE CHARGED FOR CHANGING AN ACCOUNT NAME AT THE SAME SERVICE LOCATION WHEN THE SERVICE IS NOT DISCONNECTED

LATE CHARGE (EITHER \$5.00 OR 10% OF THE BILL) \$5.00

TCEQ RULES ALLOW A ONE-TIME PENALTY TO BE CHARGED ON DELINQUENT BILLS. A LATE CHARGE MAY NOT BE APPLIED TO ANY BALANCE TO WHICH THE PENALTY WAS APPLIED IN A PREVIOUS BILLING.

RETURNED CHECK CHARGE \$25.00

RETURNED CHECK CHARGES MUST BE BASED ON THE UTILITY'S DOCUMENTABLE COST.

CUSTOMER DEPOSIT RESIDENTIAL (Maximum \$50) \$50.00**COMMERCIAL & NON-RESIDENTIAL DEPOSIT** 1/6TH OF ESTIMATED ANNUAL BILL**GOVERNMENTAL TESTING, INSPECTION AND COSTS SURCHARGE:**

WHEN AUTHORIZED IN WRITING BY TCEQ AND AFTER NOTICE TO CUSTOMERS, THE UTILITY MAY INCREASE RATES TO RECOVER INCREASED COSTS FOR INSPECTION FEES AND WATER TESTING. [30 TAC 291.21(K)(2)]

LINE EXTENSION AND CONSTRUCTION CHARGES:

REFER TO SECTION 3.0--EXTENSION POLICY FOR TERMS, CONDITIONS, AND CHARGES WHEN NEW CONSTRUCTION IS NECESSARY TO PROVIDE SERVICE.

**RATES LISTED ARE EFFECTIVE ONLY
IF THIS PAGE HAS TCEQ APPROVAL STAMP**

TEXAS COMM. ON ENVIRONMENTAL QUALITY
36648-R, CCN 11608, MAY 1, 2010
APPROVED TARIFF BY *[Signature]*

Attachment 3

**Water Rate Ordinance
for Town of Little Elm**

ORDINANCE NO. 1171

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, PROVIDING FOR RESIDENTIAL AND COMMERCIAL WATER AND WASTEWATER FEES, CHARGES AND RATES; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. Residential Water Rates:

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

Water Base Rate in Gallons by Meter Size	\$	Rate (Effective 12-01-13)	Rate (Effective 10-01-14)	Rate (Effective 10-01-15)
Up to 2,000 Gallons (5/8" Meter)		18.33	19.62	20.99
Up to 2,000 Gallons (1" Meter)		29.95	32.05	34.29
Up to 2,000 Gallons (1.5" Meter)		54.87	58.71	62.82
Up to 2,000 Gallons (2" Meter)		91.64	98.06	104.92
Up to 2,000 Gallons (3" Meter)		183.33	196.16	209.89
Up to 2,000 Gallons (4" Meter)		599.38	641.33	686.23
Up to 2,000 Gallons (6" Meter)		1,200.34	1284.36	1374.27

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

Volumetric Rate per each 1,000 Gallons Usage above Base Rate (all meter sizes)	\$	Rate (Effective 12-01-13)	Rate (Effective 10-01-14)	Rate (Effective 10-01-15)
2,000 - 10,000 (gals.)		4.75	5.38	5.57
10,001 - 20,000 (gals.)		5.05	5.68	5.87
20,001 & Above (gals.)		6.27	6.27	6.27

SECTION 2. Residential Wastewater Rates and Winter-Average:

- (A) From and after the effective date hereof, the following wastewater base and volumetric charges shall apply to all metered water service accounts where wastewater collection and treatment services are provided to customers:

Wastewater Rates	\$	Rate (Effective 12-01-13) (per 1,000 gallons)	Rate (Effective 10-01-14) (per 1,000 gallons)	Rate (Effective 10-01-15) (per 1,000 gallons)
Residential Base Rate - 1 st 2,000 Gallons		24.77	25.51	26.28
2,001 & Above (winter average vol. rate)		3.80	3.92	4.03

- (B) From and after the effective date hereof, the monthly charges for wastewater service shall be based on a winter averaging of water usage during the three-month period of December, January and February. The winter average method will only apply to residential accounts that are separately metered. For the purpose of sewer average, a volume of 6,000 gallons of water will be used as the basis for establishing a new customer's monthly wastewater charge until a new average is established.

SECTION 3. Commercial Water Rates: Businesses, Schools, Apartments, Manufactured Home Parks, and other multi-family units

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

Water Base Rate in Gallons by Meter Size	\$	Rate (Effective 12-01-13)	Rate (Effective 10-01-14)	Rate (Effective 10-01-15)
Up to 2,000 Gallons (5/8" Meter)		18.33	19.62	20.99
Up to 2,000 Gallons (1" Meter)		29.95	32.05	34.29
Up to 2,000 Gallons (1.5" Meter)		54.87	58.71	62.82
Up to 2,000 Gallons (2" Meter)		91.64	98.06	104.92
Up to 2,000 Gallons (3" Meter)		183.33	196.16	209.89
Up to 2,000 Gallons (4" Meter)		599.38	641.33	686.23
Up to 2,000 Gallons (6" Meter)		1,200.34	1284.36	1374.27

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

Volumetric Rate per each 1,000 Gallons Usage above Base Rate (all meter sizes)	\$	Rate (Effective 12-01-13)	Rate (Effective 10-01-14)	Rate (Effective 10-01-15)
2,001 gallons and greater		5.92	6.03	6.16

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

Water Base Rate by multi-family unit (dwelling)	\$	Rate (Effective 12-01-13)	Rate (Effective 10-01-14)	Rate (Effective 10-01-15)
Up to 2,000 Gallons (5/8" Meter)		18.33	19.62	20.99
Up to 2,000 Gallons (1" Meter)		29.95	32.05	34.29
Up to 2,000 Gallons (1.5" Meter)		54.87	58.71	62.82
Up to 2,000 Gallons (2" Meter)		91.64	98.06	104.92
Up to 2,000 Gallons (3" Meter)		183.33	196.16	209.89
Up to 2,000 Gallons (4" Meter)		599.38	641.33	686.23
Up to 2,000 Gallons (6" Meter)		1200.34	1284.36	1374.27

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

Volumetric Rate per each 1,000 Gallons Usage above Base Rate (all meter sizes)	\$	Rate (Effective 12-01-13)	Rate (Effective 10-01-14)	Rate (Effective 10-01-15)
2,001 gallons and greater		6.21	6.64	7.11

SECTION 4. Irrigation Water Rates:

- (A) From and after the effective date hereof, the monthly minimum base charges for irrigation water up to 2,000 gallons for irrigation water utility services shall be as set forth below:

Water Base Rate in Gallons by Meter Size	\$	Rate (Effective 12-01-13)	Rate (Effective 10-01-14)	Rate (Effective 10-01-15)
Up to 2,000 Gallons (5/8" Meter)		18.33	19.62	20.99
Up to 2,000 Gallons (1" Meter)		29.95	32.05	34.29
Up to 2,000 Gallons (1.5" Meter)		54.87	58.71	62.82
Up to 2,000 Gallons (2" Meter)		91.64	98.06	104.92
Up to 2,000 Gallons (3" Meter)		183.33	196.16	209.89
Up to 2,000 Gallons (4" Meter)		599.38	641.33	686.23
Up to 2,000 Gallons (6" Meter)		1,200.34	1284.36	1374.27

- (B) All irrigation water accounts will pay monthly volumetric usage charges with respect to each 1,000 gallons of metered water after the first 2,000 gallons as follows:

Volumetric Rate per each 1,000 Gallons Usage above Base Rate (all meter sizes)	\$	Rate (Effective 12-01-13)	Rate (Effective 10-01-14)	Rate (Effective 10-01-15)
2,000 – 10,000 (gals.)		4.75	5.38	5.57
10,001 – 20,000 (gals.)		5.05	5.68	5.87
20,001 & Above (gals.)		6.27	6.27	6.27

SECTION 5. Wholesale Water Rates:

- (A) From and after the effective date hereof, the monthly minimum base charges for wholesale water up to 2,000 gallons shall be as set forth below:

Water Base Rate in Gallons by Meter Size	\$	Rate (Effective 12-01-13)	Rate (Effective 10-01-14)	Rate (Effective 10-01-15)
N/A		n/a	n/a	n/a

- (B) All wholesale water meter accounts will pay monthly volumetric usage charges with respect to each 1,000 gallons of metered water as follows:

Volumetric Rate per each 1,000 Gallons Usage above Base Rate (all meter sizes)	\$	Rate (Effective 12-01-13)	Rate (Effective 10-01-14)	Rate (Effective 10-01-15)
1,000 & Above (gals.)		2.40	2.57	2.73

SECTION 6. Commercial Wastewater Rates: Businesses, Schools, Apartments, Manufactured Home Parks and other multi-family units:

- (A) From and after the effective date hereof, the following wastewater base and volumetric charges shall apply to all metered commercial water service accounts where wastewater collection and treatment services are provided to customers:

Wastewater Rates	\$	Rate (Effective 12-01-13) (per 1,000 gallons)	Rate (Effective 10-01-14)	Rate (Effective 10-01-15)
Commercial Base Rate – 1 st 2,000 Gallons		24.77	25.51	26.28
2,001 & Above		3.80	3.92	4.03

- (B) All apartment and other multi-family customers shall be assessed a base minimum charge for sewer for each unit in each complex or building with a credit of 2,000 gallons for each unit (dwelling) as follows:

Wastewater Base Rate by multi-family unit	\$	Rate (Effective 12-01-13)	Rate (Effective 10-01-14)	Rate (Effective 10-01-15)
Up to 2,000 Gallons		24.77	25.51	26.28

- (C) All apartment and other multi-family customers will pay a monthly volumetric usage charge for sewer in addition to the base rate with respect to each 1,000 gallons of metered water after the first 2,000 gallons as follows:

Volumetric Sewer Rate per each 1,000 Gallons Usage above Base Sewer Rate	\$	Rate (Effective 12-01-13)	Rate (Effective 10-01-14)	Rate (Effective 10-01-15)
2,001 gallons and greater		3.80	3.92	4.03

SECTION 7. Wholesale Wastewater Rates:

- (A) From and after the effective date hereof, the monthly minimum base charges for wholesale water up to 2,000 gallons shall be as set forth below:

Wastewater Base Rate in Gallons by Meter Size	\$	Rate (Effective 12-01-13)	Rate (Effective 10-01-14)	Rate (Effective 10-01-15)
N/A		n/a	n/a	n/a

- (C) All wholesale wastewater metered accounts will pay monthly volumetric usage charges with respect to each 1,000 gallons of metered water as follows:

Volumetric Rate per each 1,000 Gallons Treated above Base Rate (all meter sizes)	\$	Rate (Effective 12-01-13)	Rate (Effective 10-01-14)	Rate (Effective 10-01-15)
1,000 & Above (gals.)		3.86	3.98	4.10

SECTION 8. Connect Fees: From and after the effective date hereof the charges to be collected for Meter Sets and Taps are as follows:

Fees (by meter size)	\$	Rate (Effective 12-01-13)	Rate (Effective 10-01-14)	Rate (Effective 10-01-15)
Meter Set Fees				
5/8"		300.00	300.00	325.00
1.5"		620.00	620.00	645.00
1.0"		365.00	365.00	390.00
2.0"		1,645.00	1645.00	1670.00
Water Tap Fees				
3/4"		1,400.00	1400.00	1425.00
1.0"		1,550.00	1550.00	1575.00
1.5"		1,900.00	1900.00	1925.00
2.0"		2,100.00	2100.00	2125.00
Sewer Tap Fees				
4.0"		1,250.00	1250.00	1275.00
Meter Set Penalty		25.00	25.00	25.00

SECTION 6. Service Fees: From and after the effective date hereof the charges to be collected for service fees associated with providing utility services are as follows:

Service Fees	\$	Rate (Effective 12-01-13)	Rate (Effective 10-01-14)	Rate (Effective 10-01-15)
Interruption day service fee on past due accounts		40.00	40.00	40.00
Penalty Assessment on past-due balances		10%	10%	10%
Return Check Fee		30.00	30.00	30.00
Application Fee (residential and commercial)		15.00	15.00	15.00
After hours restoration of service fee (after 7:30 p.m.)		50.00	50.00	50.00
Revenue Recovery (TRRA)		25.00	25.00	25.00
Meter Flow Testing Fee (assessed if passing)		25.00	25.00	25.00
Meter Consumption Diagnostic Report after 1 st request		10.00	10.00	10.00
Telephone Credit Card Processing Fee		3.00	3.00	3.00

SECTION 7. Deposit: From and after the effective date hercof a refundable deposit for utility services shall be made with the customer service department of the town at the time of making application for utility services, as follows:

Service Deposits	\$	Rate (Effective 12-01-13)	Rate (Effective 10-01-14)	Rate (Effective 10-01-15)
Residential Single Family (Applicants 62 years of age and older are exempt with ID)		100.00	100.00	100.00
Residential Irrigation Service		100.00	100.00	100.00
Commercial Irrigation including HOA's		150.00	150.00	150.00
Commercial Service – 1" meter or less		100.00	100.00	100.00
Commercial Service – 1" meter or greater		250.00	250.00	250.00
Apartments, per unit		50.00	50.00	50.00
Fire Hydrant or Portable Meter		1000.00	1000.00	1000.00

SECTION 8. Deposit Refunds: Upon termination of services, refunds in the amount of ten dollars (\$10.00) and greater will be forwarded to customer's forwarding address or last known address. Deposits remaining of a value of ten dollars (\$10.00) or less will be retained by the Town. Deposits are held until an account is closed and is applied or refunded.

SECTION 9. Repeal of conflicting ordinances: All ordinances or parts of ordinances in force when the provisions of this ordinance become effective, which are inconsistent or in conflict with the terms or provisions contained in this ordinance, are hereby repealed to the extent of any such conflict. This Ordinance amends those utility rates for residential and commercial water and wastewater previously established by Ordinance No. 1022, and as amended by Ordinance No. 1033. This Ordinance does not, however, amend or in any way alter the refuse rates established by Ordinance No. 1022, and as amended by Ordinance No. 1033, and such refuse rates will remain as established until and unless they are specifically amended by Town Council action and the passage of an amending ordinance regarding same.

SECTION 10. Severability Clause: If any clause, phrase, sentence, paragraph or section of this ordinance shall be void or unconstitutional for any reason, such invalidity shall not affect any other provisions of the ordinance and such clause, phrase, sentence, paragraph or section is hereby declared severable.

SECTION 11. Saving Clause: This Ordinance shall be cumulative of all other ordinances of the Town and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance. This Ordinance amends those utility rates for residential and commercial water and wastewater previously established by Ordinance No. 1080, and does not, however, amend or in any way alter the refuse rates established by Ordinance No. 1138, and such refuse rates will remain as established until and unless they are specifically amended by Town Council action and the passage of an amending ordinance regarding same.

SECTION 12. Providing for Publication: Providing for the publication of this caption of this ordinance and effective date hereof. The newspaper having general circulation in the Town shall be effective immediately upon its passage and publication.

SECTION 13. Effective date: This Ordinance shall take effect immediately following its adoption and publication in accordance with and provided by law and the Town Charter.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 19th day of November, 2013.

TOWN OF LITTLE ELM, TEXAS


David Hillock, Mayor

Attest


Kathy Phillips, Town Secretary

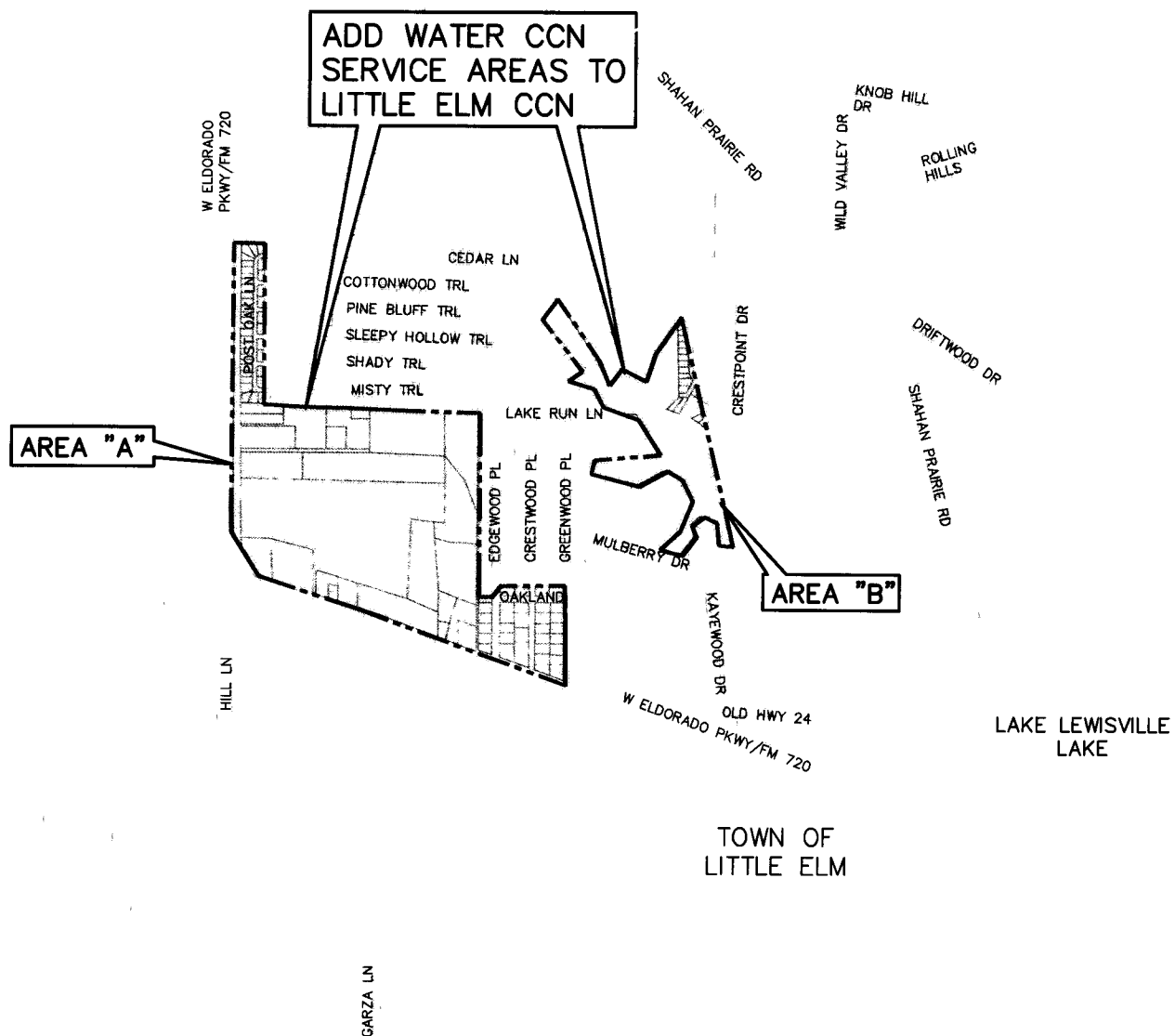
Attachment 4
Licensed Operators
for Town of Little Elm

Attachment 4
List of Licensed Operators
Town of Little Elm

<u>Name</u>	<u>Class</u>	<u>License Number</u>
Raymond Smith	Class D	WO0030089
David Boettner	Class C	WD0009387
Chris Cox	Class C	WD0011474
Ben Cleveland	Class D	WO0032280
Hunter Harr	Class D	WO0032773
David Routt	Class C	WD0008134
Andrew Figueroa	Class A	WO0029689

Attachment 5
Affected Service Area Map

TOWN OF
OAK POINT



ATTACHMENT 5
STM APPLICATION
AFFECTED SERVICE AREA MAP

THE TOWN OF LITTLE ELM
WATER CCN NO. 11202



TRC ENGINEERS, INC.
505 E. HUNTLAND DRIVE, STE. 250 AUSTIN, TX
78752 T.B.P.E. FIRM REGISTRATION # F-8632
(512) 454 - 8716

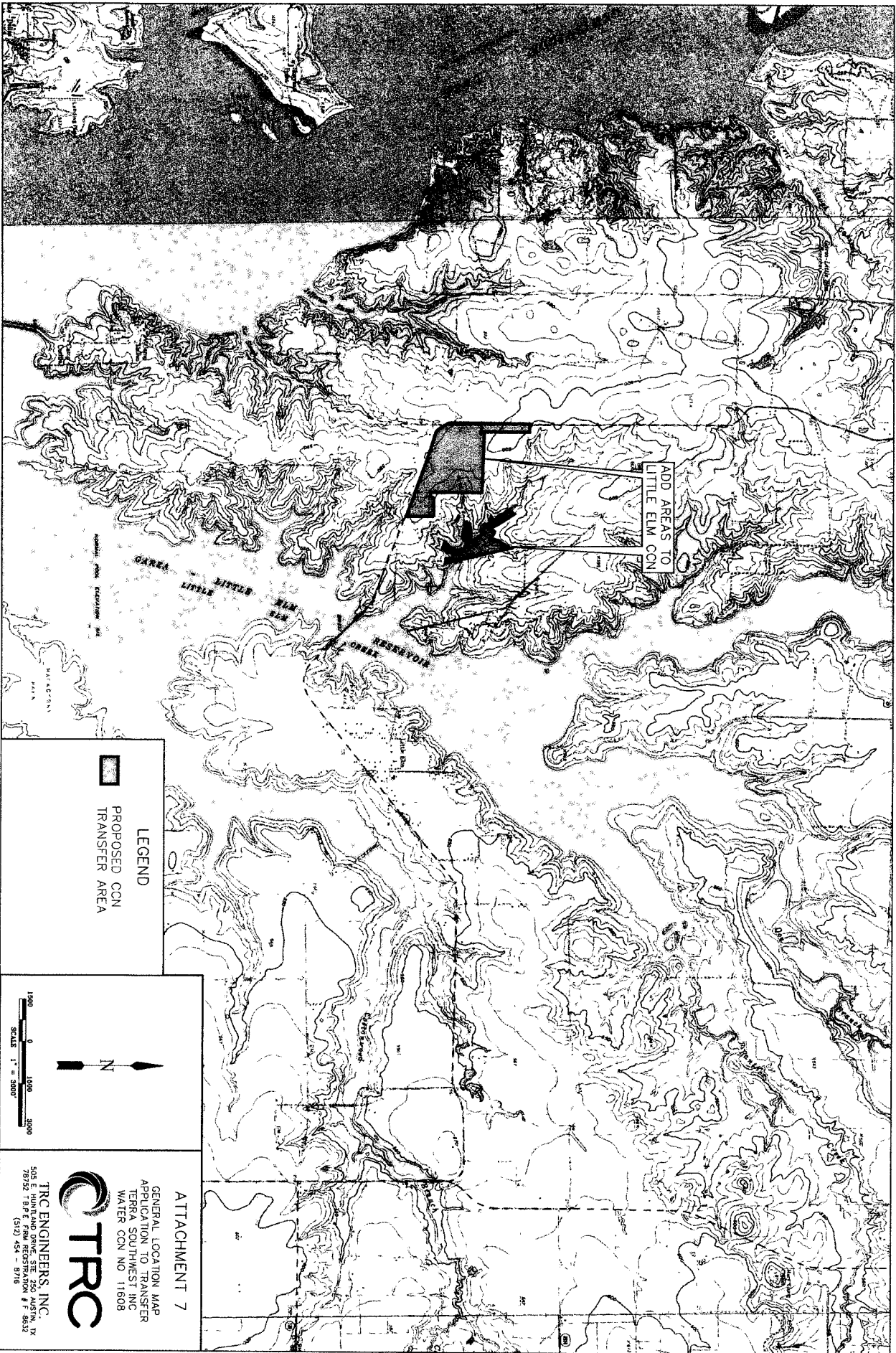
OVERSIZED MAP

Attachment 6

Service Area Map with Facilities

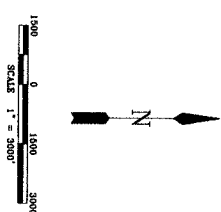
**CALL CENTRAL RECORDS
512-936-7180**

Attachment 7
Proposed Transfer Map



ADD AREAS TO
LITTLE ELM CCN

LEGEND
PROPOSED CCN
TRANSFER AREA



ATTACHMENT 7
GENERAL LOCATION MAP
APPLICATION TO TRANSFER
TERRA SOUTHWEST, INC.
WATER CCN NO. 11608
CTRC
TRC ENGINEERS, INC.
505 E. HURLAND DRIVE, STE. 250 AUSTIN, TX
78752-1876, PMA REGISTRATION # F-8632
(512) 454-8718

Attachment 8

Written Description of Proposed Transfer Area

Attachment 8
Little Elm Water CCN No. 11202
Written Description of Areas to be Added

Area "A":

Beginning at the intersection of West Eldorado Parkway (FM 720) and Greenwood Drive at the boundary of the existing Little Elm Water CCN and the Terra Southwest Inc. Water CCN;

Thence north, along Greenwood Drive and along the existing Little Elm and Terra Southwest Water CCN boundaries, approximately 967 feet;

Thence west, leaving the Little Elm Water CCN boundary, and along the north property line of the row of lots on the north side of Oakland Street approximately 629 feet to the east right-of-way line of Edgewood Place;

Thence southwest, crossing to the west right-of-way line of Edgewood Place approximately 131 feet, also being the corner of a lot whose north property line is even with the north right-of-way line of Oakland Street;

Thence west along said property line approximately 129 feet to intersection of the Little Elm City Limits;

Thence north along the property line and Little Elm City Limits approximately 1,778 feet;

Thence west along the property line and Little Elm City Limits approximately 2,110 feet;

Thence north along the east property line of the row of lots on the east side Post Oak Lane approximately 1,562 feet to the north property line of the row of lots on the north side of Cedar Lane;

Thence west along the property line approximately 305 feet to the FM 720 intersection, also being the Terra Southwest Inc Water CCN boundary;

Thence south, along FM 720 and the Terra Southwest Inc Water CCN boundary approximately 2,810 feet to the common boundary line of Terra Southwest Inc Water CCN and Little Elm Water CCN;

Thence southeast, along FM 720, also being the common boundary line of Terra Southwest Inc Water CCN and Little Elm Water CCN, approximately 3,680 feet to a point at the intersection of FM 720 and Greenwood Drive at the boundary of the existing Little Elm Water CCN and the Terra Southwest Inc. Water CCN, same being the point of beginning and containing approximately 134 acres.

Area "B":

Beginning at the boundary line of the Little Elm City Limits and the Terra Southwest Inc. Water CCN, also being the US Corps of Engineers Monument No. E445-40;

Thence following Little Elm Creek and along the US Corps of Engineers tract No. E-445, the following bearings and distances to wit:

North 85 degrees 53 minutes 05 seconds west, a distance of 159.25 feet to the US Corps of Engineers Monument No. E445-39;

North 05 degrees 39 minutes 57 seconds west, a distance of 221.79 feet to the US Corps of Engineers Monument No. E445-38;

North 66 degrees 21 minutes 23 seconds west, a distance of 129.19 feet to the US Corps of Engineers Monument No. E445-37;

South 55 degrees 07 minutes 14 seconds west, a distance of 146.69 feet to the US Corps of Engineers Monument No. E445-36;

South 23 degrees 28 minutes 09 seconds east, a distance of 115.57 feet to the US Corps of Engineers Monument No. E445-35;

South 36 degrees 54 minutes 00 seconds west, a distance of 228.88 feet to the US Corps of Engineers Monument No. E445-34;

North 76 degrees 12 minutes 57 seconds west, a distance of 231.72 feet to the US Corps of Engineers Monument No. E445-33;

North 47 degrees 03 minutes 25 seconds east, a distance of 270.64 feet to the US Corps of Engineers Monument No. E445-32;

North 22 degrees 24 minutes 43 seconds east, a distance of 313.40 feet to the US Corps of Engineers Monument No. E445-31;

North 26 degrees 31 minutes 15 seconds west, a distance of 226.01 feet to the US Corps of Engineers Monument No. E445-30;

North 57 degrees 59 minutes 12 seconds west, a distance of 166.81 feet to the US Corps of Engineers Monument No. E445-29;

South 61 degrees 11 minutes 35 seconds west, a distance of 317.17 feet to the US Corps of Engineers Monument No. E445-28;

North 75 degrees 28 minutes 35 seconds west, a distance of 486.50 feet to the US Corps of Engineers Monument No. E445-26;

North 13 degrees 35 minutes 02 seconds east, a distance of 140.73 feet to the US Corps of Engineers Monument No. E445-25;

North 85 degrees 26 minutes 57 seconds east, a distance of 643.17 feet to the US Corps of Engineers Monument No. E445-24;

North 32 degrees 36 minutes 20 seconds west, a distance of 403.30 feet to the US Corps of Engineers Monument No. E445-23;

North 70 degrees 44 minutes 09 seconds west, a distance of 362.95 feet to the US Corps of Engineers Monument No. E445-22;

North 26 degrees 55 minutes 50 seconds west, a distance of 196.41 feet to the US Corps of Engineers Monument No. E445-21;

North 73 degrees 26 minutes 32 seconds west, a distance of 269.11 feet to the US Corps of Engineers Monument No. E445-20;

North 54 degrees 49 minutes 44 seconds east, a distance of 166.85 feet to the US Corps of Engineers Monument No. E445-19;

North 38 degrees 04 minutes 09 seconds west, a distance of 636.79 feet to the US Corps of Engineers Monument No. E445-18;

North 37 degrees 04 minutes 18 seconds east, a distance of 250.90 feet to the US Corps of Engineers Monument No. E445-17;

South 34 degrees 41 minutes 55 seconds east, a distance of 729.00 feet to the US Corps of Engineers Monument No. E445-16;

South 22 degrees 20 minutes 10 seconds east, a distance of 254.80 feet to the US Corps of Engineers Monument No. E445-15;

North 36 degrees 52 minutes 20 seconds east, a distance of 200.60 feet to the US Corps of Engineers Monument No. E445-14;

South 62 degrees 46 minutes 40 seconds east, a distance of 264.30 feet to the US Corps of Engineers Monument No. E445-13;

North 18 degrees 14 minutes 20 seconds east, a distance of 275.60 feet to the US Corps of Engineers Monument No. E445-12;

North 34 degrees 41 minutes 20 seconds east, a distance of 320.00 feet to the US Corps of Engineers Monument No. E445-11;

Thence departing the boundary line of US Corps of Engineers tract No. E-445, following the boundary line of Terra Southwest Inc Water CCN, and across the Little Elm Creek, south 13 degrees 14 minutes 19 seconds east, a distance of 2,312 feet to the US Corps of Engineers Monument No. 40, same being the point of beginning and containing approximately 33 acres.

Attachment 9

**CCN Purchase Agreement
with Terra Southwest Inc.**

**CCN PURCHASE AGREEMENT BETWEEN THE TOWN OF
LITTLE ELM, TEXAS, AND TERRA SOUTHWEST, INC.**

STATE OF TEXAS)
)
COUNTY OF DENTON)

This **CCN PURCHASE AGREEMENT** ("Agreement"), between the Town of Little Elm, Texas ("Town"), a Texas home-rule municipal corporation operating under the laws of the State of Texas, and Terra Southwest, Inc., a Texas Corporation ("Terra"), whose place of business is 505 West Franklin Street, Alvord, Texas, 76225, is entered into on the 18th day of February, 2014, for the sale from Terra to the Town of the water certificate of convenience and necessity ("CCN") issued by the Texas Commission on Environmental Quality ("TCEQ") to Terra for an area that contains approximately 164 acres, which area is contained within Terra CCN No. 11608.

WHEREAS, Terra currently operates a retail potable water supply and distribution system (the "Terra System") to provide retail water utility service within its certificated area; and

WHEREAS, the Terra System will be impacted due to the expansion of FM 720 and the relocation of existing Terra System water lines, which will result in the bifurcation of the Terra System into two separate water supply and distribution systems serving two separate water service areas, one consisting of approximately 239.3 acres (referred to and shown as "Area 2" on the map attached hereto as "**Exhibit A**") and one consisting of approximately 597.94 acres (referred to and shown as "Area 3" on the map attached hereto as "**Exhibit A**"); and

WHEREAS, while the two newly created Terra water supply and distribution systems (one serving approximately 239.3 acres (Area 2) and one serving approximately 597.94 acres (Area 3)) can be operated independently of one another, the Town has agreed to provide two emergency water connection points for the Terra bifurcated system that will allow Terra's water service areas and systems to be connected to the Town's public water system through a pipeline to be constructed by the Town across an area of approximately 164 acres (referred to and shown as "Area 1" on the map attached hereto as "**Exhibit A**"), which connections will provide Terra with the opportunity to purchase wholesale treated water supply from the Town if needed by Terra and if agreed to be provided by the Town; and

WHEREAS, in order for the Town to construct the emergency connection water line through the 164 acres (Area 1), and to lawfully provide wholesale treated water supply to Terra in that area, the Town desires to purchase, and Terra desires to sell, that portion of Terra's water CCN no. 11608 that contains the 164 acres (Area 1).

NOW, IN CONSIDERATION of the mutual covenants, agreements and undertakings herein set forth, the parties hereto agree and contract as follows:

Article I

Sale of Partial Water CCN No.11608

1.01. Subject to the terms hereof, Terra shall sell, and the Town shall purchase, that portion of Terra's water CCN no. 11608 that covers the approximately 164 acres as shown on "**Exhibit A**" as Area 1.

1.02. The Town agrees to pay Terra **Twelve Hundred and 00/100 Dollars (\$1200.00) an acre with an estimated total payment of \$196,800.00** for the partial CCN transfer. Such payment shall not be due or paid to Terra; however, unless and until the TCEQ approves the sell and transfer of the partial CCN to the Town.

1.03 The Town agrees to prepare the necessary sale, transfer or merger transfer application (the "STM") for submission to the TCEQ to approve the sale of that portion of Terra's water CCN No. 11608 that covers the approximately 164 acres as shown on "**Exhibit A**" as Area 1. Terra agrees to assist the Town in the preparation of the STM by timely providing the Town with any and all information required to submit the STM. Both Terra and the Town agree to execute the STM by and through their authorized representatives. In the unlikely event that a hearing on the STM is required by the TCEQ, then Terra and the Town agree that they will provide appropriate witnesses available for testimony supporting the STM.

1.04 To the fullest extent permitted by law, as of the Effective Date, Terra hereby agrees that its water CCN No. 11608 that covers the approximately 164 acres as shown on "**Exhibit A**" as Area 1 may be transferred to the Town and that the Town may amend its CCN to include the area within the Town's water and wastewater service areas, subject to approval by the TCEQ.

1.05 It is expressly understood that the Town's purchase in this matter is of CCN only and that the Town is not purchasing any of Terra's water system infrastructure or assets including, but limited to, any property owned, managed and operated exclusively by Terra such as real property, easements, rights-of-way, contract rights, water and wastewater lines, water meters, other meters, buildings, elevated storage tanks, ground storage tanks, water pumps, tools, equipment, supplies, databases, data recording devices, records, accounts receivable, pre-paid maintenance reserves and any other appurtenances or assets.

1.06. It is expressly understood that the Town is not purchasing, and shall not assume, any Terra bonded indebtedness or other Terra debt by virtue of the Town's purchase of Terra's water CCN No. 11608 that covers the approximately 164 acres as shown on "**Exhibit A**" as Area 1.

1.07. As further and additional consideration for this Agreement, the Town agrees that it will not provide, or attempt to provide, retail potable water supply and distribution services or retail water utility service services, including but not limited to emergency water supply services, to any portion of the approximately 597.94 acres (referred to and shown as "Area 3" on the map attached hereto as "**Exhibit A**") without the express written consent of Terra.

Article II

Miscellaneous Provisions

2.01. Terra represents that it has all requisite power and authority to carry on its business as presently conducted, to enter into this Agreement and to perform its obligations under this Agreement. The execution, delivery and performance of this Agreement and the transactions described in this Agreement have been duly and validly authorized by all requisite action on the part of Terra. The execution, delivery and performance of this Agreement and the transactions described herein will not violate or be in conflict with any provision of any agreement or instrument to which Terra is a party or by which Terra is bound, or any statute, law, rule, regulation, judgment, decree, order, writ or injunction applicable to Terra.

2.02. The Town represents that it has all requisite power and authority to carry on its business as presently conducted, to enter into this Agreement and to perform its obligations under this Agreement. The execution, delivery and performance of this Agreement and the actions described in this Agreement have been duly and validly authorized by all requisite action on the part of the Town. The execution, delivery and performance of this Agreement and the actions described herein will not violate or be in conflict with any provision of any agreement or instrument to which the Town is a party or by which the Town is bound, or any statute, law, rule, regulation, judgment, decree, order, writ or injunction applicable to the Town.

2.03. This Agreement has been duly executed and delivered on behalf of Terra. This Agreement constitutes a legal, valid and binding obligation of Terra.

2.04. This Agreement has been duly executed and delivered on behalf of the Town. This Agreement constitutes a legal, valid and binding obligation of the Town.

2.05. Failure of either party to comply with or perform any term, obligation, or condition of this Agreement shall constitute an event of default. The non-defaulting party shall notify the other party of any default, and the defaulting party shall have thirty (30) days to begin to cure said default. Should said default remain uncured, the non-defaulting party shall have the right to terminate this Agreement, or enforce specific performance as appropriate.

2.06. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this agreement. The parties agree that this Agreement is performable in Denton County, Texas, and that exclusive venue shall lie in Denton County, Texas, or with the TCEQ.

2.07. This Agreement embodies the entire agreement between the parties.

2.08. This Agreement shall be binding upon the parties hereto, their successors, personal representatives and assigns. Neither of the parties will assign nor transfer an interest in this Agreement without the written consent of the other party.

2.09. The effective date of this Agreement shall be the last day this Agreement is approved by a party hereto as indicated on the signature blocks below (the "Effective Date").

2.10. A party to this Agreement may file a certified copy of this Agreement in the real property records of Denton County.

2.11. To the extent permitted by law, a holding by any court that any provision in this Agreement is invalid, illegal or unenforceable in any respect shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been a part of this Agreement.

2.13. Nothing in this Agreement shall be construed to limit any legal or equitable remedy of the parties.

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EXHIBIT A

MAP

MCCORMICK RD

Proposed CCN Swap

LITTLE ELM
Town of Little Elm
Denton County, TX
1/8/2014



Area 2
239.3 acres

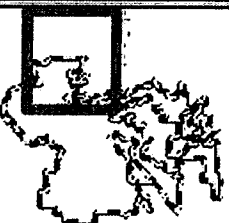
Area 3
597.94 acres

Area 1
164.2 Acres

WELDORADO PKWY

Legend

- Area 1
164.2 Acres
- Area 2
239.3 Acres
- Area 3
597.94 Acres
- Town Limit
- Lakes
- ETJ



Copyright: ©2013 Esri,
Lorrie, NAVTEQ, Inc., Caltrans



NOT TO SCALE

0 550 1,100 2,200
Feet

1 inch = 2,003 feet

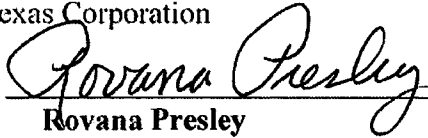
Source: TCEQ CCN Water Data
updated 2/20/2013

APPROVED by Terra Southwest, Inc. on the _____ day of _____, 2014,
and executed by its authorized representatives.

TERRA:

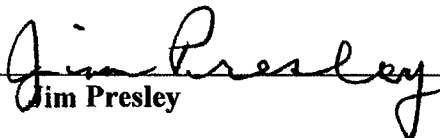
TERRA SOUTHWEST, INC.

A Texas Corporation

By: 
Rovana Presley

Title: Co-Owner – Terra Southwest, Inc.

Date: 2-11-14

By: 
Jim Presley

Title: Co-Owner – Terra Southwest, Inc.

Date: 2-11-2014

STATE OF TEXAS

COUNTY OF DENTON

This instrument was acknowledged before me on the 11th day of February, 2014, by **Rovana Presley**, Co-Owner of Terra Southwest, Inc., a Texas Corporation, on behalf of said corporation.

Jane Phillips
Notary Public, State of Texas

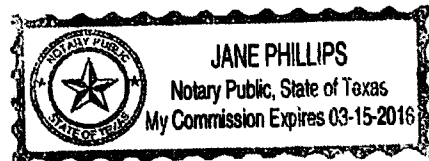


STATE OF TEXAS

COUNTY OF DENTON

This instrument was acknowledged before me on the 11th day of February, 2014, by **Jim Presley**, Co-Owner of Terra Southwest, Inc., a Texas Corporation, on behalf of said corporation.

Jane Phillips
Notary Public, State of Texas



APPROVED by The Town Council of The Town of Little Elm, Texas, in its meeting held on the 18 day of February, 2014, and executed by its authorized representative.

TOWN OF LITTLE ELM

By: David Hillock

David Hillock, Mayor

ATTEST:

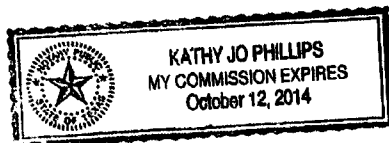
Kathy Phillips
Kathy Phillips, Town Secretary

STATE OF TEXAS

COUNTY OF DENTON

This instrument was acknowledged before me on the 18th day of February, 2014, by **David Hillock**, the Mayor of the Town of Little Elm, a Texas municipal corporation, on behalf of said corporation.

Kathy Jo Phillips
Notary Public, State of Texas



Attachment 10
TCEQ Inspection Letter

TCEQ EXIT INTERVIEW FORM: Potential Violations and/or Records Requested

Regulated Entity/Site Name	Hilltown Addition		TCEQ Add. ID No. RN No. (optional)	
Investigation Type	Ex	Contact Made In-House (Y/N)	Y	Purpose of Investigation
Regulated Entity Contact	Kevin Prexler			Telephone No.
Title	Owner/Developer			Date Contacted
				Date Faxed

NOTICE: The information provided in this form is intended to provide clarity to issues that have arisen during the investigation process between the TCEQ and the regulated entity named above and does not represent final TCEQ findings related to violations. Any potential or alleged violations discovered after the date on this form will be communicated by telephone to the regulated entity representative prior to the issuance of a notice of violation or enforcement. Conclusions drawn from this investigation, including additional violations or potential violations discovered (if any) during the course of this investigation, will be documented in a final investigation report.

Issue		For Records Request: identify the necessary records, the company contact and date due to the agency. For Alleged and Potential Violation issues: include the rule in question with the clearly described potential problem. Other type of issues: fully describe.	
No.	Type ¹	Rule Citation (if known)	Description of Issue
1	AV	30 TAC 260	Failure to flush the ground water monitoring
2	PV	30 TAC 260	Failure to maintain a complete record.

¹Issue Type Can Be One or More of: AV (Alleged Violation), PV (Potential Violation), O (Other), or RR (Records Request)

Did the TCEQ document the regulated entity named above operating without proper authorization?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Did the investigator advise the regulated entity representative that continued operation is not authorized?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Document Acknowledgment. Signature on this document establishes only that the regulated entity (company) representative received a copy of this document and associated continuation pages on the date noted. If contact was made by telephone, document will be faxed to regulated entity; therefore, signature not required.

Investigator Name (Signed & Printed)	Date	Regulated Entity Representative Name (Signed & Printed)	Date
Kevin Prexler	12/1/18	Kevin Prexler	12/1/18

If you have questions about any information on this form, please contact your local TCEQ Regional Office.

Individuals are entitled to request and review their personal information that the agency gathers on its forms. They may also have any errors in their information corrected. To review such information, call 512-239-3282.

Attachment 11
GIS Data DVD