MEETING Town of Little Elm 100 W Eldorado Parkway Little Elm, Texas 75068-5060

214-975-0404 http://www.littleelmtx.us

WORKSHOP AND REGULAR TOWN COUNCIL

Tuesday, March 1, 2016 - 6:00 PM Town Council Chambers 100 West Eldorado Parkway Little Elm, TX 75068

1. Call to Order Work Shop at 6:00 p.m.

A.	Invocation:	
B.	Items to be withdrawn from Consent Agenda.	
C.	Emergency Items if posted.	
D.	Request by the Town Council for items to be placed on a future agenda for discussion and recognition of excused absences.	,
E.	Discussion regarding Police/School Liaison Interlocal Agreement between the Town and Denton ISD to provide police services (two full time officers and fully equipped police vehicle) to staff School Resource Officer positions at Navo Middle School and Braswell High School. (Chief of Police Rodney Harrison)	7
F.	Discussion regarding Police/School Liaison Interlocal Agreement between the Town and Little Elm ISD to provide police services (four full time officers, a full time sergeant, training funds, and two fully equipped police vehicles) to staff School Resource Officer positions within the Little Elm Independent School District. (Chief of Police Rodney Harrison)	8
G.	Discussion regarding Interlocal Agreement between the Town and Denton County Fresh Water Supply District #8-C to provide law enforcement services. (Chief of Police Rodney Harrison)	9

H. Discussion regarding 2016 Issuance of Certificates of Obligation and

Refunding. (Chief Financial Officer Karla Stovall)

10

- I. Discussion regarding Town's Thoroughfare Map Update. (Director of Development Services Jason Laumer)
- 13

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- J. Discussion regarding the Farmers Market. (Parks Director Chad Hyde)
- K. 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.
- L. Council to highlight items on the agenda needing further discussion or comments prior to the regular session.
- 2. Roll Call/Call to Order Regular Town Council Immediately Following Council Workshop.
- 3. Pledge to the Flags:
 - A. United States Flag
 - B. Texas Flag:

Honor the Texas Flag I pledge allegiance to thee Texas, one state under God, one and indivisible.

- 4. Public Comments: Persons may address the Town Council on any issue. 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 551.072, Texas Government Code.
- 5. Consent Agenda: All matters listed under the Consent Agenda are considered to be routine by the Town Council and require little or no deliberation. There will not be a separate discussion of these items and the agenda will be enacted by one vote. If the Council expresses a desire to discuss a matter listed, that item will be removed from the consent agenda and considered separately:
 - A. Minutes of the February 16, 2016 Workshop and Regular Meeting. (Town Secretary Kathy Phillips)
 - B. Award construction contract for the Kings Crossing Landscape Improvements Project for an amount not to exceed \$44,147.25 to Haven Landscaping and authorize the Town Manager to execute a contract for the same. (Purchasing Agent Dawn Berry)

C.	Interlocal Agreement for Police/School Liaison between the Town of Little Elm and Denton ISD. (Chief of Police Rodney Harrison)	30
D.	Interlocal Agreement for Police/School Liaison between the Town of Little Elm and Little Elm ISD. (Chief of Police Rodney Harrison)	39
E.	Interlocal Agreement for Law Enforcement Services between the Town of Little Elm and Denton County Fresh Water Supply District #8-C. (Chief of Police Rodney Harrison)	48
F.	Appoint Joe Freddy to position #2 on the Board of Adjustment, term expiring 02-28-18. Appoint Shelby Kinsall to position #8 on the Alternate Panel, expiring 02-28-19. Reappoint Brian Rawlings to position #2 on the Planning and Zoning Commission, term expiring 02-28-19. Appoint Steven Horn to position #3 on the Planning and Zoning Commission, term expiring 02-28-17. Reappoint Yvonne Allen-Esakoff to position #5 Planning and Zoning Commission, term expiring 02-28-19. Appoint Asher Bradshaw to position #6 on the Planning and Zoning Commission, term expiring 02-28-17. Appoint Rod Luther to position #7 on the Planning and Zoning Commission, term expiring 02-28-18. (Planning Manager Lisa Reich)	58
G.	Approve Valencia on the Lake Agreement Partial Release of Phases #2-5 Major Improvements Landowner Agreement-Valencia PID for the Future 18.244 acre LEISD School Site between the Town of Little Elm and Valencia on the Lake, L.P. and authorize the Town Manager to execute for the same. (Director of Development Services Jason Laumer)	61
Н.	Approve Valencia on the Lake Partial Release of Agreement Regarding Right of Redemption and Waiver of Agricultural Valuation-Valencia PID for the future 18.224 acre LEISD School Site between the Town of Little Elm, the Bank of New York Mellon Trust Company, National Association, and Valencia of the Lake, L.P. and authorize the Town Manager to execute for the same. (Director of Development Services Jason Laumer)	71
I.	Authorize purchase to replacement vehicles from Caldwell Country Chevrolet for an amount not to exceed \$191,680.00. (Purchasing Agent Dawn Berry)	82
J.	Authorize purchase bunker gear from Municipal Emergency Services for an amount not to exceed \$61,390.56. (Purchasing Agent Dawn Berry)	96
K.	Approve Contract with Illumination Fireworks, LLC. for special event pyrotechnics for an amount not to exceed \$37,900.00 and to authorize the Town Manager to execute the contract. (Purchasing Agent Dawn Berry)	104

6. Reports and requests for Town Council consideration and appropriate action:

A.	Discussion and Action to adopt Ordinance No. 1314 an Ordinance of the Town Council of the Town of Little Elm, Texas ("Town"), authorizing certain budget amendments pertaining to the Fiscal Year 2015-2016 Budget; and providing for an effective date. (DISD) (Chief Financial Officer Karla Stovall)	137
В.	Discussion and Action to adopt Ordinance No. 1315 an Ordinance of the Town Council of the Town of Little Elm, Texas ("Town"), authorizing certain budget amendments pertaining to the Fiscal Year 2015-2016 Budget; and providing for an effective date. (LEISD. (Chief Financial Officer Karla Stovall)	140
C.	Discussion and Action to adopt Ordinance No. 1316 an Ordinance of the Town Council of the Town of Little Elm, Texas ("Town"), authorizing certain budget amendments pertaining to the Fiscal Year 2015-2016 Budget; and providing for an effective date. (DCFWSD #8-C) (Chief Financial Officer Karla Stovall)	143
D.	Discussion and Action to adopt Resolution No. 03011601 to consider all matters incident and related to approving and authorizing publication of notice of intention to issue certificates of obligation, including the adoption of a resolution pertaining thereto. (Chief Financial Officer Karla Stovall)	146
E.	Discussion and Action to approve Real Estate Sales Contact between the LEISD and Little Elm for 10.305 acre sites (Bus Barn, Learning Center, and Maintenance Office Properties) between the Town of Little Elm and Little Elm Independent School District and authorize the Town Manager to execute for the same. (Director of Development Services Jason Laumer)	150
F.	Discussion and Action to approve Lease Agreement between the LEISD and Little Elm for 5.060 acre site (Bus Barn Property) between Town of Little Elm and Little Elm Independent School District and authorize the Town Mayor to execute for the same. (Director of Development Services Jason Laumer)	173
G.	Discussion and Action to adopt Ordinance No. 1317 an Ordinance of the Town of Little Elm, Texas, amending Chapter 74, "Parks and Recreation," of the Town's Code of Ordinances, by adding an Article V, "Utilization of Parks and Athletic Facilities and Regulation Regarding Athletic Organizations;" providing for repealing, savings, and severability clauses; and providing an effective date. (Park Director Chad Hyde)	191
H.	Discussion and Action to accept Certificate of Unopposed Candidate for the May 7, 2016 election. (Town Secretary Kathy Phillips)	208
I.	Discussion and Action to adopt Ordinance No. 1318 an Ordinance of the Town of Little Elm, Texas, canceling the May 7, 2016, General Election and declaring the unopposed candidates elected to office; providing for	210

incorporation of premises; providing a cumulative repealer clause; providing a severability clause; providing for engrossment and enrollment; and providing an effective date. (Town Secretary Kathy Phillips)

- 7. Council will convene in Executive Session pursuant to Texas Government Code:
 - A. 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.
 - B. Section 551.072 to discuss certain matters regarding real property.
 - C. Section 551.076 to discuss security matters.
 - D. Section 551.087 to discuss Economic Development.
- 8. Reconvene into Open Session: Discussion and consideration to take any action necessary as the result of the Executive Session.
 - A. 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.
 - B. Section 551.072 to discuss certain matters regarding real property.
 - C. Section 551.076 to discuss security matters.
 - D. Section 551.087 to discuss Economic Development.
- 9. Adjourn Regular Meeting.

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 214-975-0404 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 bulletin board a Center this 26th day of February 2016.	at the Town Hall

CONSENT AGENDA INFORMATION SHEET:

COUNCIL MEETING DATE: March 1, 2016

PROJECT:

Consider and Act on the Police/School Liaison Interlocal Agreement between the Town of Little Elm and the Denton Independent School District to provide police services (two full time officers and a fully equipped police vehicle) to staff School Resource Officer positions at Navo Middle School and Braswell High School.

DESCRIPTION:

The Denton ISD School Board of Trustees recently approved the staffing and subsequent funding of law enforcement personnel to two campuses within their District and inside the Town Limits of Little Elm. Denton ISD protocol requires an SRO in each of the Middle School and High School campuses. Two (2) positions have been created due to the construction of Braswell High School and annexation of land around Navo Middle School. The two (2) positions will be staffed and managed by the Little Elm Police Department and the Interlocal Agreement between the Parties provides that Denton ISD will fund 75% of the costs associated with the Officers and the Town of Little Elm will fund 25% of the costs. Denton ISD will also fully fund the cost of one (1) fully equipped police vehicle.

COST:

\$38,434.04 from the Town of Little Elm for 25% of two (2) SRO's \$160,940.14 from the Denton ISD:

- \$115,302.14 from the Denton ISD for 75% of two (2) SRO's
- \$45,638.00 from the Denton ISD for vehicle as invoiced

FUNDING:

General Fund

SCHEDULE:

Effective after execution.

RECOMMENDED

ACTION:

It is recommended that Council approve the Police/School Liaison

Interlocal Agreement.

ATTACHMENT:

Copy of the proposed Police/School Liaison Interlocal Agreement

between the Town of Little Elm and Denton ISD.

TOWN CONTACT:

Greg Wilkerson, Assistant Police Chief

CONSENT AGENDA INFORMATION SHEET:

COUNCIL MEETING DATE: March 1, 2016

PROJECT:

Consider and Act on the Police/School Liaison Interlocal Agreement between the Town of Little Elm and the Little Elm Independent School District to provide police services (four full time officers, a full time sergeant, training funds, and two fully equipped police vehicles) to staff School Resource Officer positions within the Little Elm Independent School District.

DESCRIPTION:

The Little Elm ISD School Board of Trustees recently approved additional staffing of law enforcement personnel to campuses within their District and the subsequent funding to provide for them. Three (3) new positions are being added to the two (2) SROs currently in place. The five (5) total positions will be staffed and managed by the Little Elm Police Department and the Interlocal Agreement between the Parties provides that Little Elm ISD will fund 75% of the costs associated with the Officers and Sergeant and the Town of Little Elm will fund 25% of the costs. Little Elm ISD will also fully fund the cost of two (2) fully equipped police vehicles.

COST:

\$108,747.00 from the Town of Little Elm for 25% of five (5) SRO's \$429,082.00 from Little Elm ISD:

- \$326,241.00 from Little Elm ISD for 75% of five (5) SROs
- \$91,276.00 from Little Elm ISD for two (2) vehicles as invoiced
- \$11,565.00 from Little Elm ISD for shared training costs for the five (5) SRO's

FUNDING:

General Fund

SCHEDULE:

Effective after execution.

RECOMMENDED

ACTION:

It is recommended that Council approve the Police/School Liaison

Interlocal Agreement.

ATTACHMENT:

Copy of the proposed Police/School Liaison Interlocal Agreement

between the Town of Little Elm and Little Elm ISD.

TOWN CONTACT:

Greg Wilkerson, Assistant Police Chief

CONSENT AGENDA INFORMATION SHEET:

COUNCIL MEETING DATE: March 1, 2016

PROJECT:

Consider and Act on an Interlocal Agreement between the Town of

Little Elm and the Denton County Fresh Water Supply District #8-

C to provide law enforcement services.

DESCRIPTION:

The Little Elm Police Department has provided law enforcement services to the Denton County Fresh Water Supply District #8-C since 2012. The Police Department seeks to continue providing services on a renewed 5 year Interlocal Agreement which is more financially equitable for both parties than previous agreements. The agreement includes provisions for the District to provide for the salaries and benefits for two (2) full time police officers, fees for administrative police services and the cost of one (1) fully equipped

police vehicle as invoiced.

COST:

\$0 from the Town of Little Elm

\$193,390 from DCFWSD #8-C for personnel and services \$45,638 from DCFWSD #8-C for vehicle as invoiced

FUNDING:

General Fund

SCHEDULE:

Effective April 1, 2016.

RECOMMENDED

ACTION:

It is recommended that Council approve the Interlocal Agreement.

ATTACHMENT:

Copy of the proposed Interlocal Agreement between the Town of

Little Elm and the Denton County Fresh Water Supply District

#8-C.

TOWN CONTACT:

Greg Wilkerson, Assistant Police Chief

WORKSHOP AGENDA INFORMATION SHEET:

COUNCIL MEETING

DATE:

March 1, 2016

PROJECT:

2016 Issuance of Certificates of Obligation and Refunding

DESCRIPTION:

Discussion of issuance of certificates of obligation in an amount not to exceed \$8,000,000 for the Town's Waterworks and Sewer System improvements and to discuss refunding opportunities

that could generate rate savings for the Town.

COST:

N/A

FUNDING:

N/A

SCHEDULE:

The notice of intent for the issuance of the certificates of

obligations has been placed on the March 1 agenda.

TOWN CONTACT:

Karla Stovall, CPM Chief Financial Officer kstovall@littleelm.org

(214) 975-0415

WORKSHOP AGENDA INFORMATION SHEET:

COUNCIL MEETING

DATE:

March 1, 2016

PROJECT:

Thoroughfare Map Update

DESCRIPTION:

Town Staff is working on several developments and is recommending a revised updated thoroughfare map to put on some updated roadways sooner, rather than later on the thoroughfare map prior to the start of the Comprehensive Plan update over the next 12 months.

COST:

N/A

FUNDING:

N/A

SCHEDULE:

Staff working on public hearing, notice in paper to be on next

Council meeting if approved.

RECOMMENDED

ACTION:

Staff is looking for Council direction.

TOWN CONTACT:

Jason W. Laumer, P.E.

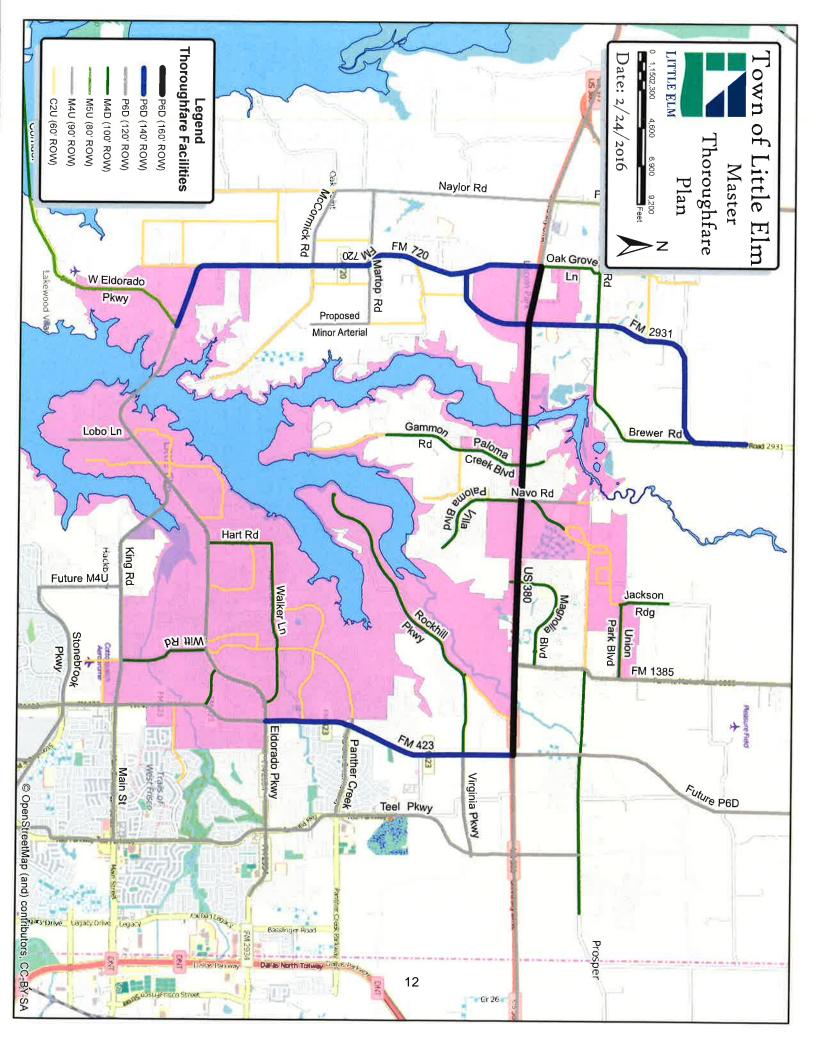
Director of Development Services

JLaumer@littleelm.org

(214) 975-0473

ATTACHMENTS:

1. Update Thoroughfare Map



Parks Director Chad Hyde to present for discussion at workshop

MINUTES Town of Little Elm 214-975-0404 http://www.littleelm.org

WORKSHOP AND REGULAR TOWN COUNCIL MEETING Tuesday February 16, 2016

Present: David Hillock Mayor, Michael McClellan Mayor Pro-tem, Council members James Dominy, Neil Blais, Chip Norman, and Stephanie Shoemaker. **Absent:** Council member Nick Musteen. **Staff:** Robert Brown, Matt Mueller, Doug Peach, Joe Florentino, Kathy Phillips, Karla Stovall, Jason Laumer, Jennette Killingsworth, Lisa Reich, Chad Hyde, Kevin Mattingly, Brian Roach, Rodney Harrison, and Greg Wilkerson.

1. Call to Order Work Shop at 6:00 p.m.

- a. Invocation:
- b. Items to be withdrawn from Consent Agenda. None
- c. Emergency Items if posted. None
- d. Request by the Town Council for items to be placed on a future agenda for discussion, and recognition of excused absences. *None*
- e. Revisit: Hands-free communication device ordinance regarding possible modification at traffic signals. *Assistant Police Chief Greg Wilkerson* gave council a brief report on cities or towns that do allow use or either talking and/or texting while stopped at a red light or stopped in traffic; those being Austin, San Marcos, Galveston and Stephenville. Also provided example ordinance from City of Stephenville. Reported also on cities or towns that do not allow use of either talking and/or texting while stopped at a red light or stopped traffic*; those being Little Elm, New Braunfels, Bedford, Kyle, Arlington, Bellaire, Conroe, Midland, Mission, Rowlett, San Angelo, Alice, Argyle, Corpus Christi, Deer Park, El Paso, Lakeway, Laredo, San Antonio, Schertz, Sinton, and Universal City. *Some cities allow "talking" while stopped but not "testing". All cities listed above ban at least one or both (talking and/or texting). No changes made to original ordinance per council.
- f. Continued discussion on revisions to Zoning Ordinance. *Town Planner Lisa Reich* stated that at the previous Town Council Workshop, staff was directed to explore options for the Duplex (D) district and provide more information about side yard setbacks in Duplex districts in surrounding cities. Staff researched the side setback regulations for duplex districts in Frisco, Prosper, McKinney, and Plano and compared those to Little Elm's regulations of the 10' side setback on a minimum 5,000 square foot lot. Frisco requires an 8' setback on a minimum 8,000 sf lot, Prosper requires a 7' setback on a minimum 10,000 sf lot, McKinney requires at 7' setback on a minimum 6,000 sf lot, and Plano requires a side setback of 6.5' or 10% of the width of the lost, whichever is greater, for a minimum 8,000 sf lot. This information shows that Little Elm has a more restrictive side setback regulation than other cities in the area. Staff also studied other areas in Town with duplexes. There

are a small amount of duplexes sprinkled throughout Little Elm, but the only duplex neighborhood beside Castleridge is Arbor Creek, west of Preston on the Lake Boulevard. However, this subdivision is not zoned Duplex (D), but Single Family-Planned Development (A1-PD) with a 0' side setback per the adopted PD Ordinance. The proposed ordinance revision would not affect Arbor Creek because it is not required to adhere to more restrictive Duplex (D) regulations, and in addition, the subdivision is built out so no new homes will be coming to that area. Castleridge is the only subdivision that will be roused by the proposed revision. When Castleridge was rezoned from Manufactured Homes (MFH) district to Duplex (D) district, the objective was to encourage duplexes to be built. Enforcing a more restrictive setback, and therefore ceasing the ability for the duplexes to develop, was not intentional. Staff requests Council to provide direction on possible revisions to the Zoning Ordinance regarding Duplex (D) district zoning. The two options include: (A) Revise the side setback to 6' in the Duplex (D) district as Castleridge is the only area effected; or (B) Create a second Duplex zoning district with more restrictive side setback regulations, while allow the existing Duplex district to implement a 6' side setback. Staff is open to other options, but would like to make council aware that the two presented do not require notices be sent to property owners. In addition to the proposed Duplex (D) revisions, the following summarizes the remaining proposed changes to the Zoning Ordinance: (1) revise the number of regular and alternate members of the Planning & Zoning Commission to seven (7) and two (2), respectively, to comply with the recent Town Charter changes; (2) implement enhanced standards (cedar board on board with decorative cap and post on the inside of the fence) for fences backing to commercial properties and open spaces, when black tubular steel fencing is not practical; (3) require the installation of stamped and integrally stained enhanced entranceway paving and crosswalks, and integrally stained drive-thru and drop-off lanes; (4) require commercial light pole bases to be encased in brick or stone if taller than six (6"); and (5) revise the ordinance to only allow for LED lighting on commercial properties. Staff looking for council feedback on proposed ordinance revisions. Council asked staff to add future duplex regulation/zoning, make sure on requirements regarding permit for fence repairs.

g. Discussion on proposed Ordinance regarding Utilization of Parks & Athletic Facilities and Regulations Regarding Athletic Organizations. Parks Director Chad Hyde informed Council that staff is proposing to amend Chapter 74 "Parks and Recreation" of the Town's Code of Ordinances, to include Article V.-Utilization of Parks and Athletic Facilities and Regulation Regarding Athletic Organizations. Previously we have had an agreement in place. Having the amendment to the Ordinance would be beneficial to both the Town and the Youth Sports Organization. Staff is requesting council review, feedback and direction on the proposed amendment to Chapter 74 on the Code of Ordinances. Melissa Myers with the youth sport association was in attendance. Chad informed council that the youth sports association and the school had both reviewed and were in agreement this was the best for all.

- h. Presentation of monthly updates from department heads: *Parks Director Chad Hyde* introduced new Library Manager Lynette Roberson to council. *Town Manager Matt Mueller* informed council of Special Meeting on Thursday February 25th at 6:00 p.m. to start the budget process, and get council direction. Also that on Saturday April 2nd from 10:00 a.m. to 2:00 p.m. the town and local homeowner's group would be hosting a Town Expo. This event will be a great opportunity for residents to come learn about the functions of the Town of Little Elm, hear presentations about projects and current issues, and meet representatives from the town. In order to appeal to the whole family, we will also feature a "touch the truck" event where we can showcase the Town's equipment. There will be booths with information on how water meters are read, neighborhood watch, etc. Staff would also be hosting seminars on water conservation, public safety, capital projects, etc. And questions and answers session with Town Manager, Council and Staff.
- i. Council to highlight items on the agenda needing further discussion or comments prior to the regular session. *None*
- 2. Roll Call/Call to Order Regular Town Council Immediately Following Council Workshop.

3. Pledge to the Flags:

- a. United States Flag
- b. Texas Flag
- 4. Public Comments: None
- 5. Upon motion by Council member Shoemaker and second by Council member Dominy the members *voted 6-0* to approve the Consent Agenda as presented:
 - a. Minutes of the February 2, 2016 Workshop, Public Hearing and Regular Meeting.
 - b. **Draft** Joint Election Agreement and Contract for Election Services between the Town of Little Elm and Denton County Election Administration.
 - c. Accept 2015 Racial Profiling/Contact Report.
 - d. **Resolution No. 02161602** a Resolution setting a date, time, and place, for two public hearings on the proposed annexation of certain property by the Town of Little Elm, Texas, authorizing and directing the Town Planner to publish notices of such public hearings and direct staff to develop a service plan.
 - e. Final Acceptance of water, sewer, drainage and street improvements for Cottonwood Creek Subdivision.
- 6. Reports and requests for Town Council consideration and appropriate action:

- a. Upon motion by Council member Blais and second by Council member Dominy the members *voted 6-0* to approve Memorandum of Understanding providing for a Facility Use Agreement and Automatic Assistance between The Little Elm and Prosper Fire Departments and authorize the Town Manager to execute MOU for the same.
- b. Upon motion by Council member McClellan and second by Council member Norman the members *voted 6-0* to approve the general Lakefront Logo in black and white format so that various color schemes can be used to promote different events and seasonal activities occurring in the Lakefront.
- c. Upon motion by Council member Norman and second by Council member McClellan the members *voted 6-0* to adopt Resolution No. 02161601 a Resolution of the Town Council of the Town of Little Elm, Texas, releasing, relinquishing and allocating certain designated extraterritorial jurisdiction to the City of Aubrey, Texas.
- d. Upon motion by Council member McClellan and second by Council member Dominy the members *voted 6-0* to approve an Architectural Services Agreement for Consulting Services for Fire Station #3 between the Town of Little Elm and Brown Reynolds Watford (BRW) for the amount of \$440,000.00 and authorize the Town Manager to execute a contract for the same.
- e. Upon motion by Council member Norman and second by Council member Shoemaker the members *voted 6-0* to adopt Resolution No. 02161604 a Resolution of the Town of Little Elm, Texas approving the Third Amendment to the Valencia on the Lake Pre-Annexation Agreement, Development Agreement, Public Improvement District Agreement and Tax Increment Reinvestment Zone Agreement.
- f. Upon motion by Council member Dominy and second by Council member Blais the members *voted 6-0* to approve Amendment #2 to Development Agreement between the Town of Little Elm and H4 Little Elm, L.P. and authorize the Town Manager to execute amendment for the same.
- g. Upon motion by Council member McClellan and second by Council member Blais the members *voted 6-0* to adopt Resolution No. 02161603 a Resolution of the Town Council of the Town of Little Elm, Texas, (1) expressing support for those Denton County General Law Cities that have enacted Sexual Offender Residence Restriction Ordinances, and that have been sued by an organization devoted to protect and defend the identities of registered sexual offenders; and (2) requesting that the Texas Legislature enact laws to provide General Law Cities with express statutory authority to adopt Sexual Offender Residence Restriction Ordinances.

- h. Upon motion by Council member McClellan and second by Council member Shoemaker the members *voted 6-0* to adopt Ordinance No. 1313 an Ordinance of the Town Council of the Town of Little Elm, Texas, ordering a General Election to be held on Saturday May 7, 2016, for the following purposes: elect one (1) Town Council Member from Place 2 for a three (3) year term, and elect one (1) Town Council Member from Place 4 for a three (3) year term; providing for the appointment of election officers; providing for 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 for a severability and conflicts clause; and providing for an immediate effective date.
- 7. **FYI:** (All matters are provided to the Town Council for informational purposes only)
 - a. Town Secretary Monthly Report for January 2016.
 - b. Development Services Monthly Report for January 2016.
 - c. Public Works Monthly Report for January 2016.
 - d. Police Department Monthly Reports for January 2016.
 - e. Fire Department Monthly Reports for January 2016.
 - f. Parks, Recreation and Library Monthly Reports for January 2016.
- 8. Council convened in Executive Session at 7:13 p.m. 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 551.076 to discuss security matters.
 - Section 551.087 to discuss Economic Development.
- 9. Reconvened into Open Session at 7:55 p.m. 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. No Action Taken
 - Section 551.072 to discuss certain matters regarding real property. No Action Taken
 - Section 551.076 to discuss security matters. No Action Taken
 - Section 551.087 to discuss Economic Development. No Action Taken

10. Adjourned Regular Meeting at 7:56 p.m.	
Respectfully, alking Millyn Town Secretary	
Passed and Approved thisday of	2016



Finance

Dawn Berry, Purchasing Agent 214-975-0411 dberry@littleelm.org

Town Council Agenda-Consent

March 1, 2016

PROJECT/BID

2016-40 Kings Crossing Landscape Improvements

BACKGROUND

On Tuesday, February 2, 2016, the Town received bids for the Kings Crossing Landscape Improvements Project. Bids were received from five (5) contractors. The lowest bid was received from Haven Landscaping in the amount of forty-four thousand one hundred forty-seven dollars and twenty five cents (\$44,147.25). Haven Landscaping has performed work for the Town of Little Elm previously. Their past performance has been acceptable.

The proposed project will install approximately 80 trees along the existing pedestrian path located north of the Kings Crossing subdivision adjacent to Cottonwood Creek. This project is being completed with the assistance of a local Boy Scout Troop and Keep Little Elm Beautiful.

The contract schedule will be executed upon bid approval by Town Council. The contract is to be substantially complete 45 days after the issuance of the Notice to Proceed (NTP) and final completion is required 90 days after the NTP has been issued.

BUDGET IMPACT

Funding is available in the streetscape fund (202-6731-10) in the amount of \$50,000 and from a \$40,000 Wells Fargo grant.

Expenditures will not exceed funds appropriated. Funds will be committed at the issuance of a purchase orders.

RECOMMENDED ACTION

Staff recommends approving the contract with Haven Landscaping for Kings Crossing Landscape Improvements for an amount not to exceed \$44,147.25 and to authorize the Town Manager to execute the contract.

Additionally, staff is requesting authorization to add change order 1 in the amount of 11,036.81 to add benches for seating areas, concrete pads, modification of the irrigation system, small garden areas.

ATTACHMENTS

- Tab Sheet
- Contract

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

L of 1

				_
	Complete Nos. 1 - 4 and 6 if there are interested pa Complete Nos. 1, 2, 3, 5, and 6 if there are no interest		OFFICE USE ONLY CERTIFICATION OF FILIN	IG
1	Name of business entity filing form, and the city of business.	r, state and country of the business entity's place	Certificate Number: 2016-16945	
	Haven Landscaping and Irrigation, Inc. Frisco, TX United States		Date Filed:	
2	Name of governmental entity or state agency that	at is a party to the contract for which the form is	02/23/2016	
	being filed. Town of Little Elm		Date Acknowledged:	
_	Duraida aba idamática ai arresta de la constante de la constan		02/23/2016	
3	Provide the identification number used by the go description of the goods or services to be provided	overnmental entity or state agency to track or identify ded under the contract.	the contract, and provide a	
	2016-40 Kings Crossing Landscape Improvements			
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applica Controlling Intermediar	_
_				
_				
				_
5	Check only if there is NO Interested Party.	×	•	
,	AFFIDAVIT	I swear, or affirm, under penalty of perjury, that the	above disclosure is true and correct	
		Signature of authorized agent of con	tracting business entity	
	AFFIX NOTARY STAMP / SEAL ABOVE			
	•	, this the	day of	
	20, to certify which, witness my hand and	seal of office.		
	Signature of officer administering oath	Printed name of officer administering oath T	itle of officer administering oath	

SECTION 00500 EJCDC STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between TOWN OF LITTLE ELM (hereinafter called OWNER) and HAVEN LANDSCAPING, (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Town of Little Elm Kings Crossing Landscape Improvements, Bid 2016-40

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The project consists of planting approximately 80 trees and irrigation.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by:

TRC Engineers, Inc. 700 Highlander Blvd., Suite 210 Arlington, Texas 76015 (817) 522-1000

which hereinafter called ENGINEER and which is to act as OWNER'S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 Time of the Essence
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Days to Achieve Substantial Completion and Final Payment
- A. The Work will be substantially completed within <u>45</u> days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and

ready for final payment in accordance with paragraph 14.07 of the General Conditions within <u>60</u> days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidate damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$500 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$500 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.A below:
 - A. For all Work other than Unit Price Work, a Lump sum of:

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.
- 6.02 Progress Payments; Retainage
- A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment on or about the <u>25th</u> day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:
 - a. 95% of Work completed (with the balance being retainage).

- b. <u>95%</u> of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- 2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to <u>95%</u> of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less <u>100%</u> of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of $\underline{0\%}$ per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:
- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has carefully studied all: (1) Geotechnical Investigations, explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions.
- E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

- H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.`

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement and Contractor Response;
 - 2. Performance Bond;
 - 3. Payment Bond;
 - 4. General Conditions;
 - 5. Supplementary Conditions;
 - 6. Specification as listed in the table of contents of the Project Manual;
 - 7. Drawings consisting of a cover sheet and all sheets;
 - 8. Addenda (numbers 1 to 1, inclusive);
 - 9. Documentation submitted by CONTRACTOR prior to Notice of Award;
 - 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s).
- B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests on the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law of Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have assigned this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on March 1, 2016, (which is the Effective Date of the Agreement).

TOWN OF LITTLE ELM:

TOWN OF LITTLE ELM:	HAVEN LANDSCAPING:
By:Matt Mueller, Town Manager	By:
[CORPORATE SEAL]	[CORPORATE SEAL]
Attest	Attest
Address for giving notices:	Address for giving notices:
100 West Eldorado Parkway	Po Box 2808
Little Elm, Texas 75068	Frisco, TX 75034
(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-CONTRACTOR	
Agreement.)	
	(Where applicable)
	Agent for service of process:
	(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)
Designated Representative:	Designated Representative:
Name: Matt Mueller	Name:
Title: Town Manager	Title:
Address: 100 West Eldorado Parkway	Address:
Little Elm, Texas 75068	
Phone: (214) 975-0405	Phone:
Facsimile: (972) 377-5540	Facsimile:
Email: Contracts@littleelm.org	E-mail:

Kings Crossing Landscape Improvement: 2016-40	

Quality Excavation, LTD

AALC INC.

Haven Landscaping and Irrigation, Inc.

				Total Price	\$44,147.25	Total Price	\$55,467.21	Total Price	\$66.459.00
Line #	Description	QTY	MON	Unit	Extended	Unit	Extended	Unit	Extended
1	4" Class 200 PVC Pipe for Sleeving	80	当	\$5.00	\$400.00	\$6.12	\$489.60	\$64.00	\$5,120.00
2	1" Class 200 PVC Pipe	900	LF	\$0.12	\$108.00	\$0.40	\$360.00	\$3.00	\$2,700.00
3	3/4" Class 200 PVC Pipe	950	LF	\$0.32	\$304.00	\$0.30	\$285.00	\$3.00	\$2,850.00
4	1/2" Class 200 PVC Pipe	1330	LF	\$0.15	\$199.50	\$0.30	\$399.00	\$3.00	\$3,990.00
u	Hunter 4" PRS pop-ups with 0.5 gpm								
2	Bubbler nozzle	80	EA	\$10.00	\$800.00	\$12.48	\$998.40	\$9.00	\$720.00
9	1" Hunter ICV Remote Control Valve Kits	3	EA	\$300.00	\$900.00	\$235.82	\$707.46	\$315.00	\$945.00
7	1" Water Meter	1	EA	\$1,100.00	\$1,100.00	\$4,140.00	\$4,140.00	\$3,600.00	\$3,600.00
∞	1" Ball Valve/"Y" Strainer	1	EA	\$120.00	\$120.00	\$152.21	\$152.21	\$252.00	\$252.00
6	1" Backflow Preventer	1	EA	\$150.00	\$150.00	\$395.21	\$395.21	\$745.00	\$745.00
	Hunter PRO-C Controller (including								
10	rain/freeze sensor, all wire, conduit,								
	mounting, power)	1	EA	\$2,000.00	\$2,000.00	\$820.33	\$820.33	\$745.00	\$745.00
11 2	Red Oak (3" caliper, 10'-12' height)	16	EA	\$400.00	\$6,400.00	\$500.00	\$8,000.00	\$477.00	\$7,632.00
⁸ 12	Cedar Elm (3" caliper, 10'-12' height)	16	EA	\$375.00	\$6,000.00	\$500.00	\$8,000.00	\$477.00	\$7,632.00
13	Bur Oak (3" caliper, 10'-12' height)	16	EA	\$400.00	\$6,400.00	\$470.00	\$7,520.00	\$446.00	\$7,136.00
14	Chinquapin (3" caliper, 10'-12' height)	16	EA	\$400.00	\$6,400.00	\$400.00	\$6,400.00	\$446.00	\$7,136.00
15	Pecan (3" caliper, 10'-12' height)	16	EA	\$400.00	\$6,400.00	\$500.00	\$8,000.00	\$446.00	\$7,136.00
16	Block Sod (Bermuda)	1500	SY	\$4.15	\$6,225.00	\$4.00	\$6,000.00	\$4.00	\$6,000.00
17	Misc. mulch, soil, edging, etc. for beds	1	LS	\$240.75	\$240.75	\$2,800.00	\$2,800.00	\$2,120.00	\$2,120.00
	7.6	7 20							
	DIG	bia boria Received	nevieo:	-	res		Yes		L L
	Experience Record Received	ecord Re	ceived	>	Yes		Yes		Yes
		W9 Re	W9 Received	>	Yes		Yes	_	Yes
		CIQ Re	CIQ Received	Υ .	Yes		Yes	,	Yes

	Green Scaping	caping	HCI General	HCI General Contractors
	Total Price	\$68,720.00	Total Price	\$99,511.80
Line #	Unit	Extended	Unit	Extended
1	00'0E\$	\$2,400.00	\$10.00	\$800.00
2	\$2.50	\$2,250.00	\$2.19	\$1,971.00
3	\$2.00	\$1,900.00	\$1.88	\$1,786.00
4	\$1.00	\$1,330.00	\$1.56	\$2,074.80
5	\$20.00	\$1,600.00	\$18.75	\$1,500.00
9	\$250.00	\$750.00	\$93.75	\$281.25
7	\$3,400.00	\$3,400.00	\$28,750.00	\$28,750.00
8	\$210.00	\$210.00	\$93.75	\$93.75
9	\$400.00	\$400.00	\$175.00	\$175.00
10	\$800.00	\$800.00	\$205.00	\$205.00
11	\$568.00	\$9,088.00	\$625.00	\$10,000.00
ا آ	\$568.00	\$9,088.00	\$625.00	\$10,000.00
13	\$588.00	\$9,408.00	\$625.00	\$10,000.00
14	\$588.00	\$9,408.00	\$625.00	\$10,000.00
15	\$618.00	\$9,888.00	\$625.00	\$10,000.00
16	\$3.20	\$4,800.00	\$6.25	\$9,375.00
17	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00
	Α.	Yes	>	Yes
	>	Yes	>	Yes
	>	Yes	>	Yes
	×	Yes	>	Yes

CONSENT AGENDA INFORMATION SHEET:

COUNCIL MEETING DATE: March 1, 2016

PROJECT: Consider and Act on the Police/School Liaison Interlocal

Agreement between the Town of Little Elm and the Denton Independent School District to provide police services (two full time officers and a fully equipped police vehicle) to staff School Resource Officer positions at Navo Middle School and Braswell

High School.

DESCRIPTION: The Denton ISD School Board of Trustees recently approved the

staffing and subsequent funding of law enforcement personnel to two campuses within their District and inside the Town Limits of Little Elm. Denton ISD protocol requires an SRO in each of the Middle School and High School campuses. Two (2) positions have been created due to the construction of Braswell High School and annexation of land around Navo Middle School. The two (2) positions will be staffed and managed by the Little Elm Police Department and the Interlocal Agreement between the Parties provides that Denton ISD will fund 75% of the costs associated with the Officers and the Town of Little Elm will fund 25% of the costs. Denton ISD will also fully fund the cost of one (1) fully

equipped police vehicle.

COST: \$38,434.04 from the Town of Little Elm for 25% of two (2) SRO's

\$160,940.14 from the Denton ISD:

• \$115,302.14 from the Denton ISD for 75% of two (2)

SRO's

• \$45,638.00 from the Denton ISD for vehicle as invoiced

FUNDING: General Fund

SCHEDULE: Effective after execution.

RECOMMENDED

ACTION: It is recommended that Council approve the Police/School Liaison

Interlocal Agreement.

ATTACHMENT: Copy of the proposed Police/School Liaison Interlocal Agreement

between the Town of Little Elm and Denton ISD.

TOWN CONTACT: Greg Wilkerson, Assistant Police Chief

POLICE / SCHOOL LIAISON INTERLOCAL AGREEMENT

This Police/School Liaison Interlocal Agreement ("Agreement") is entered into this ____ day of ______, 2016, between the Town of Little Elm, a home rule city, in Denton County, Texas (hereinafter called the "TOWN") and the Denton Independent School District, an independent school district of Denton County, Texas (hereinafter called the "DISD"). Together, the TOWN and the DISD shall be referred to as the "Parties" and individually as a "Party."

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), authorizes local governments to contract with each other to facilitate the provision of governmental functions and services of said local governments under the terms of the Act; and

WHEREAS, the TOWN and the DISD are both local governments as defined by Section 791.003 (4) (A) of the Act engaged in the provision of governmental functions and services to whom they serve; and

WHEREAS, it is mutually beneficial for the Parties to enter into an agreement which establishes the duties, assignment, responsibilities and obligations of the School Resource Officers (the "SROs"), the TOWN, and the DISD.

NOW, THEREFORE, for and in consideration of the payments and mutual covenants contained herein, and for other good and valuable considerations, the Parties agree as follows:

I. SCOPE OF AGREEMENT

- A. The TOWN shall provide two (2) certified police officers licensed by the Texas Commission on Law Enforcement (TCOLE) for the School Liaison Program for the TOWN's 2016-2017 fiscal year, to serve as school resource officers, assigned to the following duties in and on the grounds of Navo Middle School and Braswell High School:
 - 1. Education of teachers and students regarding the law, investigation of criminal activity on school grounds, drug prevention, and crisis intervention.
 - 2. Interaction with the student body, faculty, and visitors by providing education in crime prevention, student awareness of drugs and crimes, and an enhanced communication between the police and the student body.
 - 3. Assist in security efforts at the designated school.
- B. The DISD shall furnish a suitable office space and telephones, and one (1) fully equipped police vehicle for use by the SROs but all other operational expenses shall be paid by the TOWN. The TOWN will allow the DISD to participate in the selection of SROs; however, the Town of Little Elm Chief of Police ("Police

Chief") reserves the right to make the final decision and appointment of any SRO. The Police Chief shall meet and confer with the campus principals from time to time, to establish mutually agreeable operational policies for the SROs and SRO Sergeant. Nothing in this Agreement, however, shall abridge the right and responsibility of the Police Chief to assign, replace, discipline or otherwise supervise the activities of the SRO or SRO Sergeant. Further, nothing in this Agreement shall require TOWN to provide continuous police presence on any certain campus of the DISD during every school day when an SROs or SRO Sergeant may be away from a campus for court, training, administrative duties, arrest processing or other official duties. Further, nothing in this Agreement shall obligate the TOWN to provide an SRO, SRO Sergeant or other police presence at any school activities or events outside of regular school hours.

C. Other than in the event of an emergency situation, the Town will provide no less than a three (3) business day notice to the DISD that an SRO will not be on-duty because of necessary court appearance, training, administrative duties, or other official duties. Such notice shall be provided to the principal of the school to which the SRO is assigned.

D. Information Sharing:

- 1. The Little Elm Police Department ("the Department") will share all information to the extent permitted by law, pertinent to the safety of any party that the DISD is responsible for, and all information pertinent to investigation.
- 2. The DISD will share all information to the extent permitted by law that is needed to resolve an issue. In the event that educational records or personally identifiable information (as defined by the Family Education Rights and Privacy Act [FERPA], 20 US 1232g, et seq.), is provided to the SRO, the Department agrees not to disclose such information to any other party, other than necessary law enforcement entities, without prior consent of the parent, or as required by law. If a student is involved in illegal activity regardless whether school is in session, the DISD and the SRO will by law share the information, based on all laws and regulations.
- E. The SROs shall report to the Sergeant of the Operational Support Unit, Lieutenant of the Operational Support Unit, Assistant Chief, and the Chief of Police. While on campus, the SRO will report directly to the assistant principal and principal regarding the daily routine and communication issues on campus and then report to the ISD superintendent. The SRO Sergeant shall report to the Lieutenant of the Operational Support Unit, Assistant Chief, and the Police Chief. While on any campus, the SRO Sergeant will report directly to the assistant principal and principal regarding the daily routine and communication issues on campus, and then report to the ISD superintendent.

F. The SROs and SRO Sergeant shall act as any other Town paid full-time police professional. The SROs and SRO Sergeant are governed by the same laws, policies, and procedures and will use discretionary powers in enforcing all local, state and federal laws, including the Texas Education Code.

II. TERM OF THE AGREEMENT

The term of this Agreement shall be effective the first day of July 2016 and shall continue thereafter for a period of five (5) years on a year-to-year basis or until either Party gives the other Party one hundred and eighty (180) days' notice of intent to terminate.

III. PAYMENT FOR SERVICES

- A. The DISD shall pay the TOWN the sum of \$115,302.14 for services and \$45,638.00 for a fully equipped police vehicle. The total amount to be rendered to the TOWN for 2016-17 is \$160,940.14. Quarterly payments in the amount of \$40,235.04 should be paid beginning no later than 15th of the month in July and October of 2016 and January and April of 2017. The annual amount and vehicle cost calculation is set forth in Exhibit "A" attached hereto and incorporated by reference herein. The calculation is based upon 75% of the cost of the current salary and benefits of two (2) full time officers and the cost to fully equip one (1) police vehicle.
- B. For years two through five of this Agreement, on or before each May 31, the TOWN shall provide the DISD an invoice of the costs to be paid for funding the SROs and/or vehicles for the following fiscal year. The DISD shall notify the TOWN in writing, as provided in Section IX, no later than January 15 of each year, of its election to terminate the Agreement. Unless the DISD sends notice to the TOWN, on or before January 15, that it intends to terminate the Agreement as of the end of the DISD fiscal year, DISD shall make the first quarterly payment for the upcoming fiscal year beginning on or before July 15th of the year in which the invoice is sent.
- C. The DISD shall not be relieved of its obligation to pay the entire amount described in this Agreement in the event any SRO is absent due to sick leave, training, subpoena or court appearance, compensatory time, worker's compensation, holiday, vacation, or emergency, military, or bereavement leave. If the liaison officer is absent more than 15 consecutive school days, the SRO shall be replaced or payment shall be reduced on a prorated basis.
- D. In the event the TOWN exercises its right to reassign the SRO when in the sole judgment of the TOWN his/her services are required in response to a Town-wide or major emergency for more than 15 consecutive school days, payment for service shall be reduced on a prorated basis.

IV. INDEPENDENT CONTRACTOR

The TOWN is and at all times deemed to be an independent contractor and shall be wholly responsible for the manner in which it determines which officer is assigned to the School Liaison Program and the way the TOWN performs the services required by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the DISD and the TOWN or any of the TOWN's agents or employees. The TOWN assumes exclusive responsibility for the acts of its employee as they relate to the services provided during the course and scope of his/her employment. The TOWN, its agents and employees, shall not be entitled to any rights or privileges of DISD employees and shall not be considered in any manner to be a DISD employee.

V. <u>INSURANCE</u>

The TOWN is insured, and shall provide the DISD documentation of its coverages, said coverages to meet the approval of the DISD. The TOWN shall maintain, during the term of this Agreement, workers' compensation insurance, general liability coverage, and auto liability coverage for its employee engaged in work under this Agreement. Upon request, the TOWN shall provide the DISD with Certificates of Insurance indicating such coverage prior to the beginning of any activities under this Agreement.

VI. <u>AVAILABILITY OF FUNDS</u>,

All expenditures made by the TOWN and the DISD, in fulfilling their obligations hereunder, shall be paid only from current revenues legally available.

VII. <u>TERMINATION</u>

This Agreement may be terminated by either Party at any time, at its sole option, with or without cause, and without prejudice by giving one hundred and eighty (180) days' written notice of termination. As both entities have approved tax rates and budgets based in part on this Agreement, there will be no refunds as a result of termination during a fiscal year.

VIII. ASSIGNMENT OF AGREEMENT

Neither Party shall assign, transfer, or sub-contract any of its rights, burdens, duties or obligations under this Agreement without the prior written permission of the other Party to this Agreement.

IX. GENERAL PROVISIONS

- A. No waiver of a breach or any provision of the Agreement by either Party shall constitute a waiver of any subsequent breach of such provision. Failure of either Party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.
- B. All obligations of each Party shall be performed in Denton County, Texas. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement and the exclusive venue for any legal proceedings involving this Agreement shall be Denton County, Texas.
- C. Notices to the DISD shall be deemed given when delivered in person to the Superintendent of Schools of DISD, or on the next business day after the mailing of said notice addressed to said DISD by United States mail, certified or registered mail, return receipt requested, and postage paid at PO Box 6000, 300 Lobo Lane, Little Elm, Texas 75068.
- D. Notices to the TOWN shall be deemed given when delivered in person to the Town Manager of the TOWN, or on the next business day after the mailing of said notice addressed to said TOWN by United States mail, certified or registered mail, return receipt requested, and postage paid at 100 W. Eldorado Parkway, Little Elm, Texas 76208.
- E. The place for mailing notices for a Party may be changed only upon written notice given to the other in the manner herein prescribed for notices sent to the last effective place of mailing for the notifying Party.
- F. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, (1) such provision shall be fully severable, (2) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement, and (3) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.
- G. It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

X. MUTUAL HOLD HARMLESS

A. To the extent allowed by law, the DISD does hereby agree to waive all claims against, release, and hold harmless the TOWN and all of its officials, officers,

agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any properly arising out of or in connection with this Agreement.

- B. To the extent allowed by law, the TOWN does hereby agree to waive all claims against, release, and hold harmless the DISD and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.
- C. It is the intention of both Parties that this mutual hold harmless clause shall be interpreted to mean each Party shall be responsible for the actions of each Party's own employees, officials, officers, and agents.

XI. DISPUTE RESOLUTION

Should a dispute arise between the Parties regarding this Agreement, or the terms contained herein, the Parties shall first attempt to resolve the dispute through direct discussions in a spirit of mutual cooperation. If such discussions fail to resolve the dispute, the Parties hereto agree that they shall submit such dispute to non-binding mediation with a mutually agreeable mediator. Said mediation shall be conducted within thirty (30) days following written notice of a demand for mediation by either Party, unless the Parties agree to a shorter or longer period, and the costs of such mediation shall be borne by the party demanding same. The purpose of this section is to reasonably ensure that the TOWN and the DISD in good faith utilize mediation before pursuing litigation. The Parties' participation in, or the results of any mediation under this section shall not be construed as a waiver by the Parties of any rights, privileges, defenses, remedies or immunities available to the Parties as governmental entities, nor waiver of any termination provisions, expiration dates or deadlines set forth in this Agreement.

THE TOWN OF LITTLE ELM,

	Matt Mueller, Town Manager
ATTEST:	
Kathy Phillips, Town Secretary of Little Elm	
	DENTON INDEPENDENT SCHOOL DISTRICT
	Dr. Richard Valenta, Deputy Superintendent of Schools
ATTEST:	
Printed Name:	
Title:	

"Attachment A"

Calculation for Cost Per Full-Time Officer Salary and Benefits Fiscal Year 2016/2017

SRO #1 Salary and Benefits: Salary Contributions From Both Parties

Annual Base Salary: \$54,302.04 DISD 75%: \$115,302.14 Benefits: \$22,566.05 TOWN 25%: \$38,434.04

Cost per SRO: \$76,868.09

SRO #2 Salary and Benefits: Total DISD Cost:

Annual Base Salary: \$54,302.04 Salaries: \$115,302.14 Benefits: \$22,566.05 Police Vehicle: \$45,638.00 Cost per SRO: \$76,868.09 Total DISD Cost: \$160,940.14

Total Salaries: \$153,736.18 Quarterly Payment Amount: \$40,235.04

Fully Equipped Police Vehicle:

Vehicle Cost: \$45,638.00

TOWN OF LITTLE ELM

CONSENT AGENDA INFORMATION SHEET:

COUNCIL MEETING DATE: March 1, 2016

PROJECT:

Consider and Act on the Police/School Liaison Interlocal Agreement between the Town of Little Elm and the Little Elm Independent School District to provide police services (four full time officers, a full time sergeant, training funds, and two fully equipped police vehicles) to staff School Resource Officer positions within the Little Elm Independent School District.

DESCRIPTION:

The Little Elm ISD School Board of Trustees recently approved additional staffing of law enforcement personnel to campuses within their District and the subsequent funding to provide for them. Three (3) new positions are being added to the two (2) SROs currently in place. The five (5) total positions will be staffed and managed by the Little Elm Police Department and the Interlocal Agreement between the Parties provides that Little Elm ISD will fund 75% of the costs associated with the Officers and Sergeant and the Town of Little Elm will fund 25% of the costs. Little Elm ISD will also fully fund the cost of two (2) fully equipped police vehicles.

COST:

\$108,747.00 from the Town of Little Elm for 25% of five (5) SRO's \$429,082.00 from Little Elm ISD:

- \$326,241.00 from Little Elm ISD for 75% of five (5) SROs
- \$91,276.00 from Little Elm ISD for two (2) vehicles as invoiced
- \$11,565.00 from Little Elm ISD for shared training costs for the five (5) SRO's

FUNDING:

General Fund

SCHEDULE:

Effective after execution.

RECOMMENDED

ACTION:

It is recommended that Council approve the Police/School Liaison

Interlocal Agreement.

ATTACHMENT:

Copy of the proposed Police/School Liaison Interlocal Agreement

between the Town of Little Elm and Little Elm ISD.

TOWN CONTACT:

Greg Wilkerson, Assistant Police Chief

972-334-9104

POLICE / SCHOOL LIAISON INTERLOCAL AGREEMENT

This Police/School Liaison Interlocal	Agreement ("Agreement") is entered into
this day of	, 2016, between the Town of Little
Elm, a home rule city, in Denton County, Tex	cas (hereinafter called the "TOWN") and the
Little Elm Independent School District, an inc	dependent school district of Denton County
Texas (hereinafter called the "LEISD"). Tog	gether, the TOWN and the LEISD shall be
referred to as the "Parties" and individually as	a "Party."

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), authorizes local governments to contract with each other to facilitate the provision of governmental functions and services of said local governments under the terms of the Act; and

WHEREAS, the TOWN and the LEISD are both local governments as defined by Section 791.003 (4) (A) of the Act engaged in the provision of governmental functions and services to whom they serve; and

WHEREAS, it is mutually beneficial for the Parties to enter into an agreement which establishes the duties, assignment, responsibilities and obligations of the School Resource Officers (the "SROs"), the TOWN, and the LEISD.

NOW, THEREFORE, for and in consideration of the payments and mutual covenants contained herein, and for other good and valuable considerations, the Parties agree as follows:

I. SCOPE OF AGREEMENT

- A. The TOWN shall provide four (4) certified police officers and one (1) certified police sergeant licensed by the Texas Commission on Law Enforcement (TCOLE) for the School Liaison Program for the TOWN's 2016-2017 fiscal year, to serve as SROs, assigned in and on the grounds of the Colin Powell Six Grade Center, Lakeside Middle School, Little Elm High School and various elementary schools, to perform the following duties:
 - 1. Education of teachers and students regarding the law, investigation of criminal activity on school grounds, drug prevention, and crisis intervention.
 - 2. Interaction with the student body, faculty, and visitors by providing education in crime prevention, student awareness of drugs and crimes, and an enhanced communication between the police and the student body.
 - 3. Assist in security efforts at the designated school.
- B. The LEISD shall furnish a suitable office space, telephones, and the cost of two fully equipped police vehicles for use by the SROs. The Town will furnish two additional fully equipped police vehicles. All other operational expenses shall be

covered by the TOWN. The TOWN will allow the LEISD to participate in the selection of SROs; however, the Town of Little Elm Chief of Police ("Police Chief") reserves the right to make the final decision and appointment of any SRO. The Police Chief shall meet and confer with the campus principals from time to time, to establish mutually agreeable operational policies for the SROs and SRO Sergeant. Nothing in this Agreement, however, shall abridge the right and responsibility of the Police Chief to assign, replace, discipline or otherwise supervise the activities of the SRO or SRO Sergeant. Further, nothing in this Agreement shall require TOWN to provide continuous police presence on any certain campus of the LEISD during every school day when an SROs or SRO Sergeant may be away from a campus for court, training, administrative duties, arrest processing or other official duties. Further, nothing in this Agreement shall obligate the TOWN to provide an SRO, SRO Sergeant or other police presence at any school activities or events outside of regular school hours.

C. Information Sharing:

- 1. The Little Elm Police Department ("the Department") will share all information to the extent permitted by law, pertinent to the safety of any party that the LEISD is responsible for, and all information pertinent to investigation.
- 2. The LEISD will share all information to the extent permitted by law that is needed to resolve an issue. In the event that educational records or personally identifiable information (as defined by the Family Education Rights and Privacy Act [FERPA], 20 US 1232g, et seq.), is provided to the SRO, the Department agrees not to disclose such information to any other party, other than necessary law enforcement entities, without prior consent of the parent, or as required by law. If a student is involved in illegal activity regardless whether school is in session, the LEISD and the SRO will by law share the information, based on all laws and regulations.
- D. The SROs shall report to the Sergeant of the Operational Support Unit, Lieutenant of the Operational Support Unit, Assistant Chief, and the Chief of Police. While on campus, the SRO will report directly to the assistant principal and principal regarding the daily routine and communication issues on campus and then report to the ISD superintendent. The SRO Sergeant shall report to the Lieutenant of the Operational Support Unit, Assistant Chief, and the Police Chief. While on any campus, the SRO Sergeant will report directly to the assistant principal and principal regarding the daily routine and communication issues on campus, and then report to the ISD superintendent.
- E. The SROs and SRO Sergeant shall act as any other Town paid full-time police professional. The SROs and SRO Sergeant are governed by the same laws, policies, and procedures and will use discretionary powers in enforcing all local, state and federal laws, including the Texas Education Code.

II. TERM OF THE AGREEMENT

The term of this Agreement shall be effective the first day of July 2016 and shall continue thereafter for a period of five (5) years on a year-to-year basis or until either Party gives the other Party one hundred and eighty (180) days' notice of intent to terminate.

III. PAYMENT FOR SERVICES

- A. The LEISD shall pay the TOWN the sum of \$326,241.00 for services; \$91,276.00 for two (2) fully equipped police vehicles and \$11,565 for training. The total amount to be rendered to the TOWN for 2016-17 is \$429,082.00. Quarterly payments in the amount of \$107,270.50 should be paid beginning no later than 15th of the month in July and October of 2016, and January, and April of 2017. The annual amount and vehicle cost calculation is set forth in Exhibit "A" attached hereto and incorporated by reference herein. The calculation is based upon 75% of the cost of the current salary and benefits of four (4) full time officers, one (1) full time sergeant, training, and the cost to fully equip two (2) police vehicles for the 2016/2017 fiscal year.
- B. For years two through five of this Agreement, on or before each May 31, the TOWN shall provide the LEISD an invoice of the costs to be paid for funding the SROs for the following fiscal year. The LEISD shall notify the TOWN in writing, as provided in Section IX, no later than April 15 of each year, of its election to terminate the Agreement. Unless the LEISD sends notice to TOWN, on or before April 15, that it intends to terminate the Agreement as of the end of the LEISD fiscal year, LEISD shall make the first quarterly payment for the upcoming fiscal year beginning on or before July 15th of the year in which the invoice is sent and quarterly on the 15th of October, January and April throughout the term of the agreement.
- C. The LEISD shall not be relieved of its obligation to pay the entire amount described in this Agreement in the event any SRO is absent due to sick leave, training, subpoena or court appearance, compensatory time, worker's compensation, holiday, vacation, or emergency, military, or bereavement leave. If the liaison officer is absent more than 15 consecutive school days, the SRO shall be replaced or payment shall be reduced on a prorated basis.
- D. In the event the TOWN exercises its right to reassign the SRO when in the sole judgment of the TOWN his/her services are required in response to a Town-wide or major emergency for more than 15 consecutive school days, payment for service shall be reduced on a prorated basis.

IV. INDEPENDENT CONTRACTOR

The TOWN is and at all times deemed to be an independent contractor and shall be wholly responsible for the manner in which it determines which officer is assigned to the School Liaison Program and the way the TOWN performs the services required by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the LEISD and the TOWN or any of the TOWN's agents or employees. The TOWN assumes exclusive responsibility for the acts of its employee as they relate to the services provided during the course and scope of his/her employment. The TOWN, its agents and employees, shall not be entitled to any rights or privileges of LEISD employees and shall not be considered in any manner to be a LEISD employee.

V. <u>INSURANCE</u>

The TOWN is insured, and shall provide the LEISD documentation of its coverages, said coverages to meet the approval of the LEISD. The TOWN shall maintain, during the term of this Agreement, workers' compensation insurance, general liability coverage, and auto liability coverage for its employee engaged in work under this Agreement. Upon request, the TOWN shall provide the LEISD with Certificates of Insurance indicating such coverage prior to the beginning of any activities under this Agreement.

VI. AVAILABILITY OF FUNDS.

All expenditures made by the TOWN and the LEISD, in fulfilling their obligations hereunder, shall be paid only from current revenues legally available.

VII. <u>TERMINATION</u>

This Agreement may be terminated by either Party at any time, at its sole option, with or without cause, and without prejudice by giving one hundred and eighty (180) days' written notice of termination. As both entities have approved tax rates and budgets based in part on this Agreement, there will be no refunds as a result of termination during a fiscal year.

VIII. ASSIGNMENT OF AGREEMENT

Neither Party shall assign, transfer, or sub-contract any of its rights, burdens, duties or obligations under this Agreement without the prior written permission of the other Party to this Agreement.

IX. GENERAL PROVISIONS

- A. No waiver of a breach or any provision of the Agreement by either Party shall constitute a waiver of any subsequent breach of such provision. Failure of either Party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.
- B. All obligations of each Party shall be performed in Denton County, Texas. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement and the exclusive venue for any legal proceedings involving this Agreement shall be Denton County, Texas.
- C. Notices to the LEISD shall be deemed given when delivered in person to the Superintendent of Schools of LEISD, or on the next business day after the mailing of said notice addressed to said LEISD by United States mail, certified or registered mail, return receipt requested, and postage paid at PO Box 6000, 300 Lobo Lane, Little Elm, Texas 75068.
- D. Notices to the TOWN shall be deemed given when delivered in person to the Town Manager of the TOWN, or on the next business day after the mailing of said notice addressed to said TOWN by United States mail, certified or registered mail, return receipt requested, and postage paid at 100 W. Eldorado Parkway, Little Elm, Texas 76208.
- E. The place for mailing notices for a Party may be changed only upon written notice given to the other in the manner herein prescribed for notices sent to the last effective place of mailing for the notifying Party.
- F. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, (1) such provision shall be fully severable, (2) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement, and (3) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.
- G. It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

X. <u>MUTUAL HOLD HARMLESS</u>

A. To the extent allowed by law, the LEISD does hereby agree to waive all claims against, release, and hold harmless the TOWN and all of its officials, officers,

agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any properly arising out of or in connection with this Agreement.

- B. To the extent allowed by law, the TOWN does hereby agree to waive all claims against, release, and hold harmless the LEISD and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.
- C. It is the intention of both Parties that this mutual hold harmless clause shall be interpreted to mean each Party shall be responsible for the actions of each Party's own employees, officials, officers, and agents.

XI. <u>DISPUTE RESOLUTION</u>

Should a dispute arise between the Parties regarding this Agreement, or the terms contained herein, the Parties shall first attempt to resolve the dispute through direct discussions in a spirit of mutual cooperation. If such discussions fail to resolve the dispute, the Parties hereto agree that they shall submit such dispute to non-binding mediation with a mutually agreeable mediator. Said mediation shall be conducted within thirty (30) days following written notice of a demand for mediation by either Party, unless the Parties agree to a shorter or longer period, and the costs of such mediation shall be borne by the party demanding same. The purpose of this section is to reasonably ensure that the TOWN and the LEISD in good faith utilize mediation before pursuing litigation. The Parties' participation in, or the results of any mediation under this section shall not be construed as a waiver by the Parties of any rights, privileges, defenses, remedies or immunities available to the Parties as governmental entities, nor waiver of any termination provisions, expiration dates or deadlines set forth in this Agreement.

THE TOWN OF LITTLE ELM,

	Matt Mueller, Town Manager
ATTEST:	
Kathy Phillips, Town Secretary of Little Elm	
	LITTLE ELM INDEPENDENT SCHOOL DISTRICT
	D. 1 11 G/ '1
	Dr. Lowell Strike, Superintendent of Schools
ATTEST:	
Printed Name:	
Title:	

LEISD 75%:

TOWN 25%:

Salaries:

Training:

Total LEISD Cost:

Total LEISD Cost:

Police Vehicles:

Salary Contributions From Both Parties

Quarterly Payment Amount: \$107,270.50

\$326,241.00

\$108,747.00

\$326,241.00

\$91,276.00

\$11,565.00

\$429,082.00

"Attachment A"

Calculation for Cost Per Full-Time Officer Salary and Benefits Fiscal Year 2016/2017

SRO #1 Salary and Benefits(Trevino):

Annual Base Salary:

\$60,701.00

Benefits:

\$32,043.00

Cost per SRO:

\$92,744.00

SRO #2 Salary and Benefits(Holliefield):

Annual Base Salary:

\$59,162.00

Benefits:

\$32,340.00

Cost per SRO:

\$91,502.00

SRO #3 Salary and Benefits (TBD)

Annual Base Salary:

\$54,302.00

Benefits:

\$22,566.00

Cost per SRO:

\$76,868.00

SRO #4 Salary and Benefits(TBD)

Annual Base Salary:

\$54,302.00

Benefits:

\$22,566.00

Cost per SRO:

\$76,868.00

SRO Sergeant Salary and Benefits (TBD)

Annual Base Salary:

\$64,115.00

Benefits:

\$32,891.00

Cost per SRO Sgt:

\$97,006.00

Total with Salaries/Benefits: \$434,988.00

Training:

5 officers @ \$2313.00 each

\$11,565

Two (2) Fully Equipped Police Vehicles:

Vehicle Cost: \$91,276.00 (\$45,638 each)

Page 8 of 8

TOWN OF LITTLE ELM

CONSENT AGENDA INFORMATION SHEET:

COUNCIL MEETING DATE: March 1, 2016

PROJECT:

Consider and Act on an Interlocal Agreement between the Town of Little Elm and the Denton County Fresh Water Supply District #8-

C to provide law enforcement services.

DESCRIPTION:

The Little Elm Police Department has provided law enforcement services to the Denton County Fresh Water Supply District #8-C since 2012. The Police Department seeks to continue providing services on a renewed 5 year Interlocal Agreement which is more financially equitable for both parties than previous agreements. The agreement includes provisions for the District to provide for the salaries and benefits for two (2) full time police officers, fees for administrative police services and the cost of one (1) fully equipped

police vehicle as invoiced.

COST:

\$0 from the Town of Little Elm

\$193,390 from DCFWSD #8-C for personnel and services \$45,638 from DCFWSD #8-C for vehicle as invoiced

FUNDING:

General Fund

SCHEDULE:

Effective April 1, 2016.

RECOMMENDED

ACTION:

It is recommended that Council approve the Interlocal Agreement.

ATTACHMENT:

Copy of the proposed Interlocal Agreement between the Town of

Little Elm and the Denton County Fresh Water Supply District

#8-C.

TOWN CONTACT:

Greg Wilkerson, Assistant Police Chief

972-334-9104

INTERLOCAL COOPERATION AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by the Town of Little Elm, Texas ("Little Elm" or "Town"), a home rule municipal corporation, and the Denton County Fresh Water Supply District 8-C, ("District 8-C"), a conservation and reclamation district created pursuant to the provisions of Article XVI, Section 59 of the Texas Constitution and operating pursuant to the provisions of Chapters 49, 51, and, for limited purposes Chapter 53, Water Code. Little Elm and District 8-C are collectively referred to as the "Parties."

RECITALS:

WHEREAS, District 8-C is desirous of providing its residents and businesses with fulltime law enforcement protection and services and has requested Little Elm to provide law enforcement services; and

WHEREAS, Little Elm is desirous of furnishing full-time law enforcement protection and services to District 8-C; and

WHEREAS, the Little Elm Police Department ("<u>LEPD</u>") is a duly organized agency of the Town of Little Elm engaged in the provision of law enforcement and related services for the benefit of the citizens of Little Elm, Texas; and

WHEREAS, pursuant to Section 49.216, Texas Water Code, District 8-C is authorized to contract for peace officers to provide patrol and other law enforcement services as set forth herein; and,

WHEREAS, the Parties desire to enter into this Agreement to provide law enforcement protection and services for both communities in accordance with the terms and conditions set forth herein; and

WHEREAS, all payments to be made hereunder shall be made from current revenues available to the paying party; and

WHEREAS, the Parties have concluded that this Agreement fairly compensates the performing party for the services being provided hereunder and is in the best interest of each party; and

WHEREAS, this Agreement shall be in conformance with Chapter 791 of the Texas Government Code, more commonly known as the "Interlocal Cooperation Act;"

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, THE PARTIES AGREE AS FOLLOWS:

- Section 1. Preamble. All matters stated above in the preamble are found to be true and correct and are incorporated herein by reference as if copied in their entirety.
- Section 2. Term. This Agreement begins on April 1, 2016, and will continue in force through March 31, 2021 ("Initial Term"), unless terminated pursuant to the provisions of Section 10. This Agreement will renew annually for additional twelve (12) month term(s) ("Renewal Term") unless District 8-C or the Town notifies the other party in writing not less than one hundred and eighty days (180) days prior to the expiration of the applicable term of its desire to terminate this Agreement.
- **Section 3. Scope of Services.** Little Elm agrees to provide District 8-C the following equipment, services, personnel, and facilities (described below, hereinafter collectively referred to as "Police Services"):
- (a) Provide an adequate number of police patrol units to provide routine neighborhood patrol, patrol of business establishments, speed limit enforcement and traffic control on all roadways within District 8-C, routine investigation services, and otherwise enforce the laws of the State of Texas and District 8-C, including such laws as extended to District 8-C by action of the Denton County Commissioners Court, in such a manner as to provide adequate police services considering factors such as, but not limited to, housing densities, commercial development, roadway conditions, and traffic flow. It is understood that (i) the officer assigned to District 8-C may, from time to time, be required to respond to calls or otherwise provide services outside of District 8-C and (ii) that, from time to time, an officer assigned to another district in Little Elm may provide services in District 8-C. The Parties agree that the coverage described hereinabove constitutes adequate police services. District 8-C is currently designated within Little Elm's District 3 as shown on the Little Elm Police Department map, but boundaries may be subject to change depending on overall service needs of Little Elm.
- (b) Answer and respond to calls for police assistance on a 24-hour basis.
- (c) Arrange for and/or coordinating jail capacity and services for housing District 8-C arrestees, including providing booking services.
- (d) Provide all human resource services necessary for the recruitment, screening, employment, and training of all personnel required to provide services to District 8-C, including providing all employee policies and procedures and the administration thereof.
- (e) Provide all general and personal liability coverage necessary for the adequate protection of Little Elm personnel providing police services to District 8-C at the same level of protection afforded officers and employees while performing the same or similar duties in Little Elm, provided however, that neither party shall be responsible for the other party's employee retirement and/or pension benefits.
- (f) Conduct all crime reporting and maintain Little Elm's standard law enforcement activity reports/statistics pertinent to District 8-C for the purpose of providing District 8-C performance measures relating to services provided by Little Elm in accordance with this Agreement.

Denton County Fresh Water Supply District 8-C Law Enforcement Agreement Page 2 of 9

- (g) Give prompt consideration to all requests from District 8-C routed through the District 8-C Liaison Officer or dispatch regarding the delivery of law enforcement services under this Agreement. Little Elm will make every reasonable effort to comply with such requests as long as they are consistent with the law and the Policy Manual of the Little Elm Police Department.
- (h) Submit written reports of any and all activity within District 8-C as soon as reasonably possible after the request is submitted and make an officer available for an annual report to the Board of Directors if requested.
- (i) Provide citizens and/or residents of District 8-C with the same access to Little Elm's Police Chief, officers, and employees as is provided to Little Elm's citizens and residents.

Section 4. Liaison.

- (a) The Chief of Police of Little Elm, or the Chief's designee, shall act on behalf of Little Elm, and serve as "Little Elm Liaison Officer" for Little Elm. The Little Elm Liaison Officer will make or receive requests and confer upon matters concerning the delivery of law enforcement services to District 8-C. The Little Elm Liaison Officer will devote sufficient time and attention to the execution of said duties and will provide immediate and direct supervision of the Little Elm Police Department employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of District 8-C and Little Elm. The Little Elm Liaison Officer will cause the Little Elm Police Department to respond to any non-emergency inquiries from the District 8-C Liaison Officer within 24 hours from the receipt of inquiry or, if the request is made on a weekend or holiday, on the next business day.
- (b) District 8-C shall designate a liaison to act on behalf of District 8-C, and to serve as "District 8-C Liaison Officer" for District 8-C. The District 8-C Liaison Officer will devote sufficient time and attention to the execution of said duties on behalf of District 8-C and will provide immediate and direct supervision of District 8-C's employees, agents, contractors, and/or laborers, if any, in the furtherance of the purpose, terms and conditions of this Agreement for the mutual benefit of District 8-C and Little Elm. The initial District 8-C Liaison Officer shall be Ross S. Martin of Winstead PC, Attorney for the District. District 8-C will notify Little Elm as to the designation of the District 8-C Liaison Officer for District 8-C if the District 8-C Liaison Officer is a person other than the initial District 8-C Liaison Officer or the President of the Board of Directors of District 8-C. For routine inquiries, the Liaison Officer shall phone the Little Elm Police Department non-emergency line or email Little Elm at the email address furnished by the Little Elm Chief of Police.
- **Section 5.** Supervision. The Chief of Police for the Little Elm Police Department will be solely responsible for the planning, organizing, assigning, directing and supervising the Little Elm personnel under this Agreement. The rendition of service, the standard of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed will be solely determined, directed and performed by the Little

Elm Police Department; provided however, that the Little Elm Police Department may consult with the District 8-C Liaison Officer concerning such matters.

Section 6. Compensation.

- (a) District 8-C agrees to make Annual Payments to Little Elm. The Annual Payment for April 1, 2016, through March 31, 2021 ("Initial Term") is ONE HUNDRED NINETY-THREE THOUSAND, THREE HUNDRED AND NINETY DOLLARS (\$193,390). District 8-C shall make this payment in four equal installments of forty-eight thousand, three hundred and forty-seven dollars and fifty cents (\$48,347.50) with the first payment due on or before April 1, 2016, and subsequent payments for the year 2016 due on July 1, 2016, October 1, 2016 and January 1, 2017, respectively. The remaining payment amounts for years two through five of this Agreement will be determined annually and presented to District 8-C for review and renewal (the "Annual Payment").
- (b) For years two through five of this Agreement, Little Elm agrees to prepare and submit to District 8-C its budget proposal for the Annual Payment not later than June 1st of each year. The Annual Payment may only increase a maximum of ten percent (10%) annually, subject to receipt of written justification from Little Elm for increased costs of service or additional connections within District 8-C. The Parties agree that the consideration hereunder is intended to compensate Little Elm for the costs to provide Police Services to District 8-C and that the payments made at the time of execution of this Agreement do not allow for full recovery of the costs to provide such services.
- (c) Based on the proposal presented each year during the term of this Agreement, District 8-C shall make the Annual Payment in the amount set forth in the agreed proposal. The Annual Payment for each year shall be payable in four equal quarterly installments, each due on or before the first day of each calendar quarter, on the dates utilized in Section 5(a) to this Agreement.
- (d) In addition to the Annual Payment, District 8-C shall pay the following costs upon receipt of an invoice from Little Elm:
 - (i) Any actual, out of pocket non-personnel costs incurred by the Little Elm Police Department in connection with any criminal matters and/or investigations and any actual overtime costs associated with non-routine, major case investigations undertaken by, for or within District 8-C.
 - (ii) In the event District 8-C specifically requests police overtime for any of the services described in Section 3(a) through (i), District 8-C shall pay any overtime charges for Little Elm Police Personnel at the actual overtime rate, including benefits, for the officer(s) performing the requested service. Overtime rates apply for off duty officers working part-time, or for on duty officers working their normal shift hours.

Section 7. Vehicle and Equipment.

Denton County Fresh Water Supply District 8-C Law Enforcement Agreement Page 4 of 9

- (a) District 8-C agrees to provide a vehicle, in proper working condition, and all equipment necessary for patrol operation pursuant to Town of Little Elm Vehicle and Equipment Replacement Program schedule. This equipment includes, but is not limited to:
 - 1. Radio
 - 2. Lights and Siren
 - 3. Markings
 - 4. Cage
 - 5. Camera System
 - 6. MDC (compatible with Denton County-Little Elm version)
- (b) Little Elm agrees to provide maintenance and, if necessary, replacement of the above described equipment. Little Elm will give reasonable notice to District 8-C when it is time to trade in the vehicle described in Section 7(a), *supra*. Little Elm will purchase the vehicle and credit District 8-C with the trade-in or auction value when the replacement is required according to the Town Vehicle Replacement Schedule.
- (c) Little Elm agrees to invoice and District 8-C agrees to reimburse Little Elm on a monthly basis for all costs of the vehicle over a 5 year period for each vehicle. Little Elm also agrees to invoice and District 8-C agrees to reimburse Little Elm on a monthly basis for equipment, fuel and regularly scheduled maintenance, unscheduled maintenance and vehicle repair, including but not limited to:
 - 1. Oil changes
 - 2. Tires
 - 3. Required fluids
 - 4. Transmission Service
 - 5. Fuel
- Section 8. Ordinance Conflict. In the event a conflict between applicable Little Elm ordinances and District 8-C's regulations, if any, creates difficulty in enforcement, Little Elm shall notify District 8-C of such conflict and District 8-C shall consider amending its regulations to be consistent with that of Little Elm. If District 8-C fails or refuses to amend its regulations to be consistent with the corresponding Little Elm Ordinance within 30 days of notice from Little Elm, Little Elm may refrain from enforcing the conflicting District 8-C regulations.
- **Section 9.** Revenues Retained. All revenues, fines, and forfeitures that may be generated by the performance of law enforcement duties within the boundaries of District 8-C shall be retained by District 8-C.

Section 10. Termination.

(a) Should District 8-C fail to make any payment due under the terms of this Agreement, then District 8-C will be in default under this Agreement and interest shall accrue on behalf of Little Elm in accordance with the percent of interest authorized by the Texas Prompt Payment Act (Chapter 2251, TEX. GOV'T. CODE, as amended). Failure to pay a quarterly installment or other invoice for services rendered hereunder within 30 days of written notice from Little

Denton County Fresh Water Supply District 8-C Law Enforcement Agreement Page 5 of 9

Elm of such default and the amount of payment required to remedy the default, shall result in termination of this Agreement and police services will cease 30 days after notice to District 8-C.

- (b) District 8-C's recourse for failure of Little Elm to furnish law enforcement services under this Agreement will be the right to make a proportionate reduction in the fee to be paid (as determined by mutual agreement of the Parties) or to terminate this Agreement by giving notice.
- (c) If this Agreement is terminated, a prorated amount for the vehicle and equipment purchased by District 8-C pursuant to Section 7 will be determined and reimbursed to District 8-C.
- (d) Either party to this Agreement can expect and may require the other party and its officials and employees to carry out, respect and enforce the terms and obligations of this Agreement. Should any party to this Agreement be in default under this Agreement, the other party shall provide 30 days' notice to remedy the default, after which notice such party shall promptly cure the default.
- (e) Should any notice of default be given for any default (other than a default for nonpayment) and not be cured to the satisfaction of the non-defaulting party within 30 days, the Parties agree to submit to non binding mediation. Each party will name at least two and no more than three potential mediators (complete with resume) who are located in Texas. If the Parties cannot mutually agree on a mediator, each party may strike all but one of the other party's proposed mediators, leaving a total of two names. The Parties shall then select a name by coin toss. It is the intent of the Parties that mediation be scheduled as soon as practical once the mediator is determined. The cost of the mediator shall be divided evenly by the Parties whether or not the mediation results in resolution of the matters in controversy.
- (f) If mediation does not result in resolution of the matters in controversy, the aggrieved party may proceed to enforce its rights in a court of competent jurisdiction.
- (g) The foregoing remedies shall be cumulative; the election of one remedy shall not preclude pursuit of another.
- (h) All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

Section 11. Notices. All written notices shall be sent to the following parties by certified mail-return receipt requested:

Little Elm Mayor Town of Little Elm 88 Eldorado Parkway Little Elm, Texas 75068

District 8-C
Denton County FWSD 8-C
c/o Winstead PC
2728 N. Harwood, Suite 500
Dallas, Texas 75201

Denton County Fresh Water Supply District 8-C Law Enforcement Agreement Page 6 of 9

- **Section 12. Jurisdiction.** District 8-C grants full and complete authorization and jurisdiction to Little Elm for all Police Services provided by Little Elm contained in this Agreement. Said jurisdiction shall be solely within the boundary limits of District 8-C.
- **Section 13.** Venue. Venue for any legal dispute arising pursuant to this Agreement shall be in Denton County, Texas.
- Section 14. Little Elm Police Department. At all times during the term of this Agreement, all police officers and employees shall be solely under the supervision and control of the Chief of Police of Little Elm or the Chief's duly authorized representative.
- Section 15. Party Status. Both Parties agree that (i) Little Elm is an independent contractor, (ii) that Little Elm shall have exclusive control of the performance of services hereunder, and (iii) that employees of Little Elm in no way are to be considered employees of District 8-C.

Section 16. Indemnification.

- (a) To the extent permitted by law, District 8-C agrees to hold harmless, save and indemnify Little Elm from and against any and all claims for damages, personal injury and/or death that may be asserted against Little Elm arising from District 8-C's negligence or its performance hereunder, save and except intentional acts or acts of gross negligence by Little Elm.
- (b) To the extent permitted by law, Little Elm agrees to hold harmless, save and indemnify District 8-C from and against any and all claims for damages, personal injury and/or death that may be asserted against District 8-C arising from Little Elm's negligence or its performance hereunder, save and except intentional acts or acts of gross negligence by District 8-C.
- (c) The foregoing notwithstanding, the Parties hereto reserve the right to assert all available legal defenses and all protections and limitations of liability provided by the Texas Tort Claims Act and the Texas Constitution relative to these Parties.
- (d) The provisions of this indemnification are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any person or entity.
- **Section 17.** Waiver of Breach. No waiver by either party of any default or breach of a term or condition of this Agreement by the other party may be treated as a waiver of any subsequent default or breach of the same or any other term or condition of this Agreement.
- **Section 18.** Modification. This Agreement may only be modified, changed or altered at any time upon mutual agreement of the Parties, provided that any such modification, change and/or alteration be reduced to writing and approved by the governing bodies of Little Elm and District 8-C.
- Section 19. No Waiver of Immunity. Nothing in this Agreement shall give any claim or cause of action to any person or party not a party to this Agreement, nor create any claim or cause of action against Little Elm or District 8-C which would not exist in the absence of this Agreement. Nothing in this Agreement shall add to or change the liability limits or immunities

Denton County Fresh Water Supply District 8-C Law Enforcement Agreement Page 7 of 9

otherwise available to each party to this Agreement, and nothing in this Agreement shall be deemed or construed to waive any defense, privilege, or immunity of any of the Parties to this Agreement nor of any of their elected officials, officers, or employees, as to any claim or cause of action brought by any person or entity.

Section 20. Miscellaneous. This Agreement is not intended to and shall not be construed so as to create a joint enterprise between the Parties hereto. This Agreement shall not be construed more strictly against the drafter as both Parties have the benefit of counsel. This Agreement contains the entire agreement between the Parties and all prior negotiations, statements, or representations are superseded and displaced hereby. A waiver, alteration, or modification of this Agreement shall not be binding unless it is in writing and signed by both Parties. The headings of the various paragraphs of the Agreement have been inserted for convenient reference only and shall not be construed to enlarge, diminish, or otherwise change the express provisions hereof.

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Section 20. Miscellaneous. This Agreement is not intended to and shall not be construed so as to create a joint enterprise between the Parties hereto. This Agreement shall not be construed more strictly against the drafter as both Parties have the benefit of counsel. This Agreement contains the entire agreement between the Parties and all prior negotiations, statements, or representations are superseded and displaced hereby. A waiver, alteration, or modification of this Agreement shall not be binding unless it is in writing and signed by both Parties. The headings of the various paragraphs of the Agreement have been inserted for convenient reference only and shall not be construed to enlarge, diminish, or otherwise change the express provisions hereof.

IN WITNESS WHEREOF, we have he 2016 in duplicate original	
	H I
TOWN OF LITTLE ELM, TEXAS	DENTON COUNTY FWSD 8-C, TEXAS
David Hillock, Mayor	Linda Palmer Linda Patman, Board of Directors
ATTEST:	ATTEST:
	Greds
Kathy Phillips, Town Secretary	Casie Eeds, Board of Directors

TOWN OF LITTLE ELM

Town Council

STAFF REPORT

PROJECT: Board & Commission Appointments

MEETING DATES: Town Council: 3-1-16

REQUEST: Make appointments based on recommendation from Council's

interview panel

PLANNING ANALYSIS: At the end of February, multiple positions expired (two positions on the

Planning & Zoning Commission (P&Z), two positions on the Board of Adjustment (BOA), one position on the Alternate Panel, in addition to

three existing vacant positions).

On February 17th, 2016, an interview panel led by the Mayor (David Hillock) and the P&Z Chair (Yvonne Allen-Esakoff) conducted interviews of members wishing to be re-appointed and citizens seeking appointment for the first time. Below is the recommendation of the interview panel:

Board of Adjustment:

• Joe Freddy Fierro be appointed to position #2 on the Board of Adjustment, expiring 2-28-18.

Alternate Panel:

• Shelby Kinsall be appointed to position #8 on the Alternate Panel, expiring 2-28-19.

Planning & Zoning Commission:

- Brian Rawlins be re-appointed to position #2 on the Planning & Zoning Commission, expiring 2-28-19.
- Stephen Horn be appointed to position #3 on the Planning & Zoning Commission, expiring 2-28-17.
- Yvonne Allen-Esakoff be re-appointed to position #5 on the Planning & Zoning Commission, expiring 2-28-19.
- Asher Bradshaw be appointed to position #6 on the Planning & Zoning Commission, expiring 2-28-17.
- Charles Rod Luther be appointed to position #7 on the Planning & Zoning Commission, expiring 2-28-18.

The attached roster is a graphic depiction of the recommendation.





TOWN CONTACT:

David Hillock – Mayor Yvonne Allen-Esakoff – P&Z Chair Lisa Reich – Town Planner

ATTACHMENTS: Proposed Roster

Name	g Commission Place	Office	Expires	Current Term
Ivaille	Place	Office	3 year terms	3-Term Limit
Tyler Hook	1 - Regular		2/28/2018	1
Tylel Hook	1 - Negulai		2/20/2010	<u> </u>
Brian Rawlins	2 – Regular	Vice-Chair	2/28/2019	2
Stephen Horn	3 – Regular		2/28/2017	0
Brandy Moser	4 – Regular		2/28/2018	1
,	Ü			
Yvonne Allen-Esakoff	5 – Regular	Chair	2/28/2019	2
Asher Bradshaw	6 – Regular		2/28/2017	0
Charles Rod Luther	7 – Regular		2/28/2018	0
Board of Adjustm	ent			
Dodra of Aujustiii	ent		2 year terms	2-Term Limit
Chris Morris	1 – Regular	Chair	2/28/2017	1
Joe Freddy Fierro	2 – Regular		2/28/2018	1
John Ekes	3 – Regular		2/28/2017	1
Vacant	4 Dogular		2/20/2010	0
Vacant	4 – Regular		2/28/2018	0
Lennie Wilder	5 – Regular		2/28/2017	2
Alternate Panel				
Shelby Kinsall	8 – Alternate		3 year terms 2/28/2019	No Term Limit
SHEIDY KIIISAII	o – Alternate		2/26/2019	
Daniel Segreto	9 – Alternate		2/28/2017	
Town Staff				
Lies Deich		Town Diagram	2	14 075 0472
Lisa Reich		Town Planner		14-975-0472
Rebekah Topaz		Planner	2	14-975-0444
Cruz Hernandez, CBO		Building Manager	2	14-975-0458
Mike Green, CCEO		mmunity Services Mana	oger 0	72-731-3276
IVIINE GIEEH, CCLO	1 00	Timumity Services ividite	18C1 3	12 131-3210

AGENDA INFORMATION SHEET:

COUNCIL

MEETING DATE: March 1, 2016

PROJECT: Valencia on the Lake Partial Release of Phases #2 – 5 Major

Improvements Landowner Agreement – Valencia PID –

Future LEISD 18.244 Acre School Site

DESCRIPTION: Council approved the Valencia on the Lake Pre-Annexation

Agreement, Development Agreement, Public Improvement District Agreement and Tax Increment Reinvestment Zone

Agreement on Tuesday November 5, 2013. With this

agreement the Town set up a TIRZ and PID over the property with Valencia on the Lake. On February 26, 2014, the Town and Valencia filed that certain Agreement among other things includes certain assessments, liens, service plan, and covenants, conditions, and restrictions. The Agreement is binding upon a certain tract or tracts of real property. Since the agreement was approved the developer and Little Elm ISD have agreed to put in a future school to serve the Valencia Development. This agreement would remove the 18.244 acre site from having to pay any funds for the existing and future

PID improvements within the Valencia Development.

COST: N/A

FUNDING: N/A

SCHEDULE: Agreement will be executed upon approval.

RECOMMENDED

ACTION: Staff recommends Council approve Valencia on the Lake

Partial Release of Phases #2 – 5 Major Improvements Landowner Agreement – Valencia PID for the Future 18.244 acre LEISD School Site between the Town of Little Elm and Valencia on the Lake, L.P. and authorize the Town

Manager to execute for the same.

TOWN CONTACT: Jason W. Laumer, P.E.

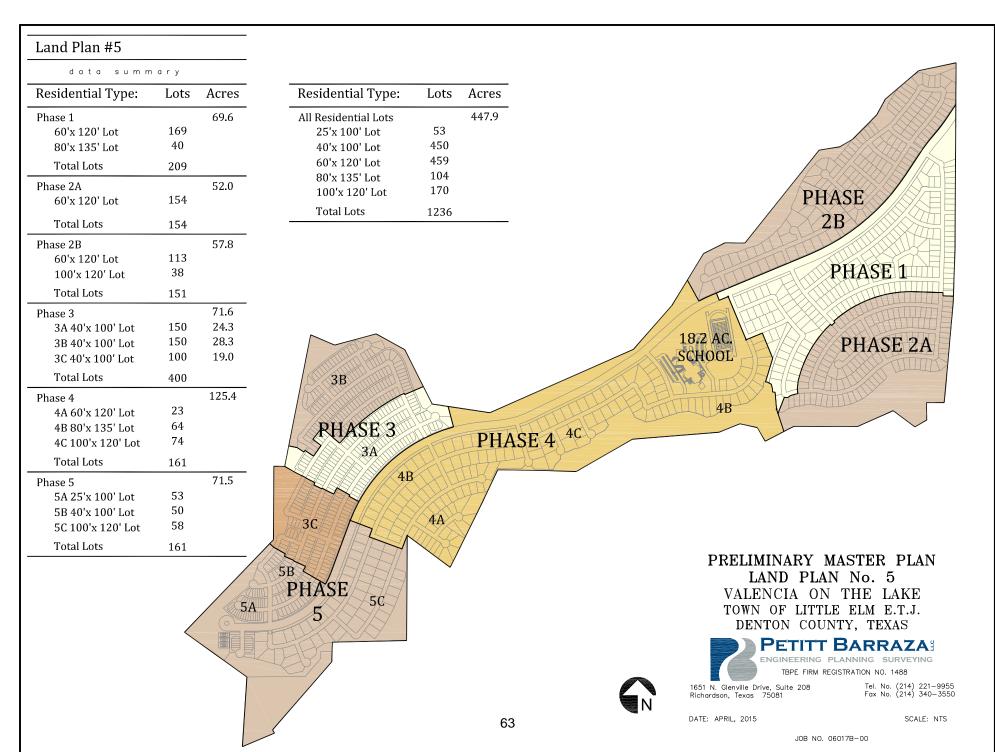
Director of Development Services

JLaumer@littleelm.org

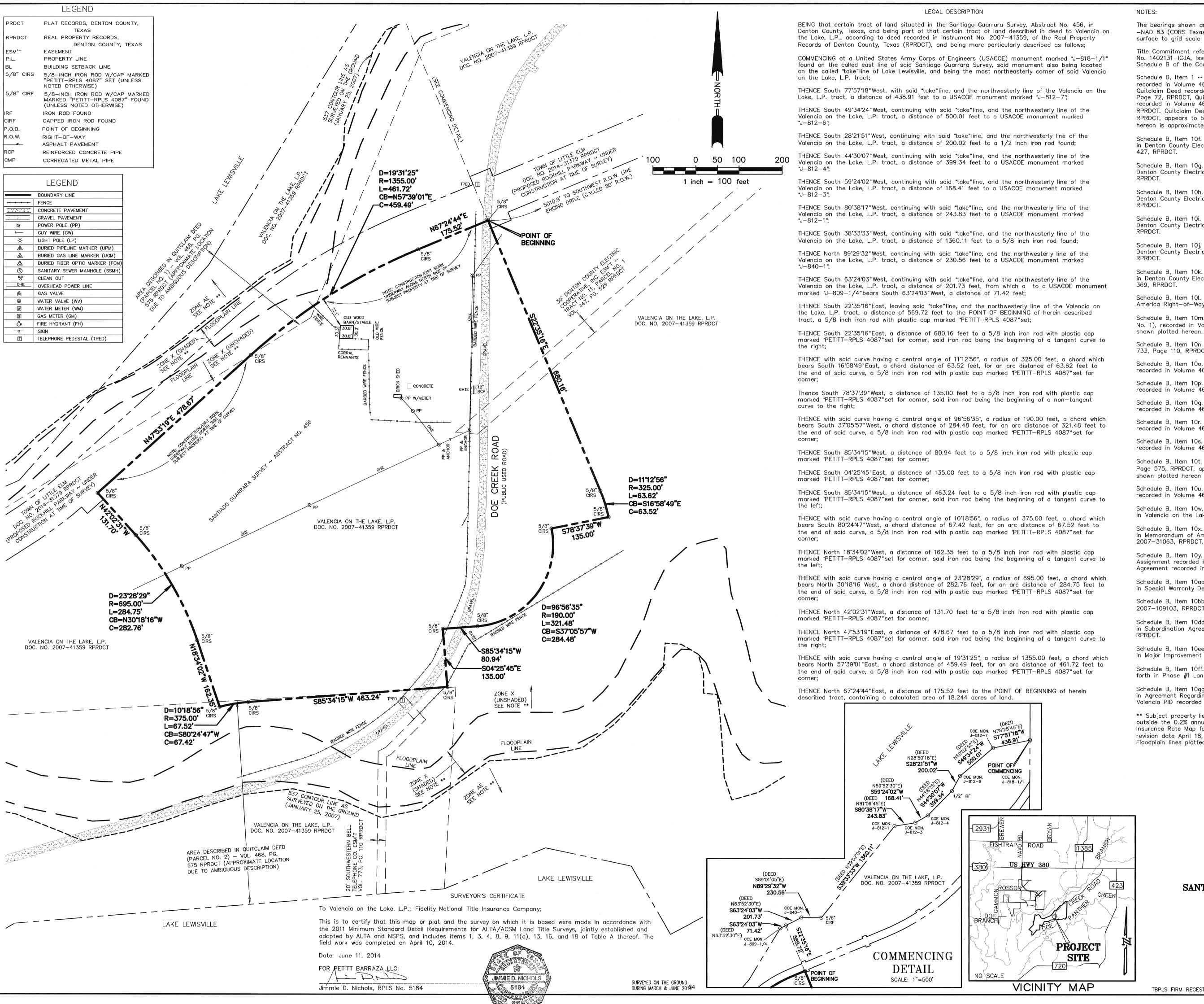
(214) 975-0473

ATTACHMENTS: 1. Exhibit of Land Plan

2. Little Elm – Valencia Partial Release Agreement



\2006\0601700\EXHIBIT\0601700 LANDPLAN 05 EXHIBIT 04222015.dwg



The bearings shown and recited hereon are referenced to the Texas State Plane Coordinate System —NAD 83 (CORS Texas North Central Zone No. 4202). All distances are surface distances with a surface to grid scale factor of 0.999849392677.

Title Commitment referenced for this survey issued by Fidelity National Title Insurance Company, GF No. 1402131—ICJA, Issue Date May 27, 2014, Effective Date May 11, 2014. Instruments referenced in Schedule B of the Commitments as they relate to this Survey are addressed as follows:

Schedule B, Item 1 ~ Subject property is not located within area described in Quitclaim Deed recorded in Volume 464, Page 85, of the Real Property Records of Denton County, Texas (RPRDCT), Quitclaim Deed recorded in Volume 469, Page 194, RPRDCT, Quitclaim Deed recorded in Volume 465, Page 72, RPRDCT, Quitclaim deed recorded in Volume 467, Page 491, RPRDCT, Quitclaim Deed recorded in Volume 466, Page 317, RPRDCT, and Quitclaim Deed recorded in Volume 466, Page 318, RPRDCT. Quitclaim Deed (Parcel No. 1 and Parcel No. 2) recorded in Volume 468, Page 575, RPRDCT, appears to be partially located on subject property (location of each parcel shown plotted hereon is approximate due to ambiguous descriptions).

Schedule B, Item 10f. ~ Subject property is not part of referenced property (blanket description) in Denton County Electric Cooperative, Inc. Right—of—Way Easement recorded in Volume 401, Page

Schedule B, Item 10g. ~ Subject property is not part of referenced property (blanket description) in Denton County Electric Cooperative, Inc. Right—of—Way Easement recorded in Volume 404, Page 293,

Schedule B, Item 10h. ~ Subject property is part of referenced property (blanket description) in Denton County Electric Cooperative, Inc. Right—of—Way Easement recorded in Volume 404, Page 308,

Schedule B, Item 10i. ~ Subject property is part of referenced property (blanket description) in Denton County Electric Cooperative, Inc. Right—of—Way Easement recorded in Volume 404, Page 366,

Schedule B, Item 10j. ~ Subject property is not part of referenced property (blanket description) in Denton County Electric Cooperative, Inc. Right—of—Way Easement recorded in Volume 404, Page 367, RPROCT

Schedule B, Item 10k. ~ Subject property is not part of referenced property (blanket description) in Denton County Electric Cooperative, Inc. Right—of—Way Easement recorded in Volume 404, Page

Schedule B, Item 10I. ~ Subject property is not part of described property in United States of America Right—of—Way Easement recorded in Volume 413, Page 270, RPRDCT.

Schedule B, Item 10m. ~ 30'Denton County Electric Cooperative, Inc. Easement (Tract No. 11, Parcel No. 1), recorded in Volume 447, Page 529, RPRDCT, is partially located on subject property, and is shown plotted hereon.

Schedule B, Item 10n. ~ 20'Southwestern Bell Telephone Company Easement recorded in Volume 733, Page 110, RPRDCT, is not located on subject property. Location is shown plotted hereon.

Schedule B, Item 10o. ~ Subject property is not located within area described in Quitclaim Deed recorded in Volume 464, Page 85, RPRDCT.

Schedule B, Item 10p. ~ Subject property is not located within area described in Quitclaim Deed recorded in Volume 465, Page 72, RPRDCT.

Schedule B, Item 10q. ~ Subject property is not located within area described in Quitclaim Deed recorded in Volume 466, Page 317, RPRDCT.

Schedule B, Item 10r. ~ Subject property is not located within area described in Quitclaim Deed recorded in Volume 466, Page 318, RPRDCT.

Schedule B, Item 10s. ~ Subject property is not located within area described in Quitclaim Deed recorded in Volume 467, Page 491, RPRDCT.

Schedule B, Item 10t. ~ Quitclaim Deed (Parcel No. 1 and Parcel No. 2) recorded in Volume 468, Page 575, RPRDCT, appears to be partially located on subject property (location of each parcel shown plotted hereon is approximate due to ambiguous descriptions).

Schedule B, Item 10u. ~ Subject property is not located within area described in Quitclaim Deed recorded in Volume 469, Page 194, RPRDCT.

Schedule B, Item 10w. ~ Subject property is part of described area (blanket description) set forth in Valencia on the Lake Development Agreement recorded in Instrument No. 2006—116609, RPRDCT.

Schedule B, Item 10x. ~ Subject property is part of described area (blanket description) set forth in Memorandum of Amended and Restated Joint Development Agreement recorded in Instrument No.

Schedule B, Item 10y. ~ Subject property is part of described area (blanket description) set forth in Assignment recorded in Instrument No. 2007—41373, RPRDCT, and Assignment of Development

Agreement recorded in Instrument No. 2007—43315, RPRDCT.

Schedule B, Item 10aa. ~ Subject property is part of described area (blanket description) set forth

in Special Warranty Deed recorded in Instrument No. 2007—41359, RPRDCT.

Schedule B. Item 10bb. ~ Certification of OSSE Requiring Maintenance recorded in Instrument No.

Schedule B, Item 10bb. ~ Certification of OSSF Requiring Maintenance recorded in Instrument No. 2007—109103, RPRDCT references owner of subject property (no description).

Schedule B, Item 10dd. ~ Subject property is part of described area (blanket description) set forth in Subordination Agreement and Estoppel Certificate recorded in Instrument No. 2014—15313, RPRDCT.

Schedule B, Item 10ee. ~ Subject property is part of described area (blanket description) set forth in Major Improvement Landowner Agreement recorded in Instrument No. 2014—16629, RPRDCT.

Schedule B, Item 10ff. ~ Subject property is not part of described area (blanket description) set

forth in Phase #1 Landowner Agreement recorded in Instrument No. 2014—16630, RPRDCT.

Schedule B, Item 10gg. ~ Subject property is part of described area (blanket description) set forth in Agreement Regarding Conveyance of Right of Redemption and Waiver of Agricultural Valuation — Valencia PID recorded in Instrument No. 2014—16634, RPRDCT.

** Subject property lies within Zone X (un—shaded area), defined as "Areas determined to be outside the 0.2% annual chance floodplain", according to Federal Emergency Management Area Flood Insurance Rate Map for Denton County, Texas and Incorporated Areas ~ Map Number 48121C0410G, revision date April 18, 2011. Zone X (un—shaded area), Zone X (shaded area), and Zone AE Floodplain lines plotted hereon are graphically shown according to this map.

ALTA/ACSM LAND TITLE SURVEY

18.244 ACRE TRACT

SITUATED IN THE

SANTIAGO GUARRARA SURVEY ~ ABSTRACT NO. 456

DENTON COUNTY, TEXAS



DATE: JUNE 2014

SCALE: 1"= 100' JOB NO. 06017-3A

TBPLS FIRM REGESTRATION NO. 101068

SHEET 1 OF 1

PARTIAL RELEASE OF PHASES #2 – 5 MAJOR IMPROVEMENT LANDOWNER AGREEMENT

STATE OF TEXAS	
	§
COUNTY OF DENTON	§

This Partial Release of Phases # 2-5 Major Improvement Landowner Agreement (this "Release") is made this _____ day of _____, 2016 by and among the Town of Little Elm, Texas ("Town"), and Valencia on the Lake, L.P., a Texas limited partnership ("Valencia").

WHEREAS, on February 26, 2014, Town and Valencia filed that certain Phases # 2 – 5 Major Improvement Landowner Agreement dated February 13, 2014 and recorded as Instrument Number 2014-16629, Real Property Records, Denton County, Texas (the "Agreement"). The Agreement among other things includes certain assessments, liens, service plan, and covenants, conditions, and restrictions. The Agreement is binding upon a certain tract or tracts of real property located in the Town of Little Elm, County of Denton, State of Texas (the "Burdened Property"). A portion of the Burdened Property consists of a tract of real property containing 18.244 acres, more of less, located in the Town of Little Elm, Denton County, Texas, as further described on Exhibit A attached hereto, that shall be (or has been) conveyed to the Little Elm Independent School District ("Little Elm ISD Real Property").

WHEREAS, the Town and Valencia pursuant to the terms and conditions contained in this Release, desire to release the Agreement from the Little Elm ISD Real Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Valencia agrees as follows:

- 1. The Agreement is hereby released as to the Little Elm ISD Real Property. No current or future owner of the Little Elm ISD Real Property shall have any rights, obligations or responsibilities with respect to the Agreement.
- 2. Except as provided herein, the provisions of the Agreement shall remain in full force and effect. This Release shall not in any way affect the Agreement as it relates to any portion of the Burdened Property, other than the Little Elm ISD Real Property.

IN WITNESS WHEREOF, the parties below have executed this Release, to be effective as of the date first written above.

[The remainder of this page has been intentionally left blank.]

VALENCIA ON THE LAKE, L.P., a Texas limited partnership

	Ву	valencia on the Lake GP, LLC A Texas limited liability company
		By:
		Printed Name: Mehrdad Moayedi
		Title: Manager
STATE OF TEXAS	& & &	
COUNTY OF	- §	
day of, 2	016, by Mehrdad lity company, th	ore me, the undersigned authority, this Moayedi, the Manager of Valencia on the Lake e General Partner of Valencia on the Lake, L.P. mited partnership.
	No	otary Public * State of Texas

TOWN OF LITTLE ELM

		Iatt Mueller own Manager
STATE OF TEXAS		
COUNTY OF	\$ \$ \$	
	_	ore me on this day of, 2016
		Notary Public in and for the above State and County
My Commission Expires:		Print Name of Notary:

EXHIBIT A

LEGAL DESCRIPTION OF LITTLE ELM ISD REAL PROPERTY

BEING that certain tract of land situated in the Santiago Guarrara Survey, Abstract No. 456, in Denton County, Texas, and being part of that certain tract of land described in deeds to Valencia on the Lake, L.P., recorded in Instrument No. 2007—8103, of the Real Property Records of Denton County, Texas (RPRDCT), and Instrument No. 2007—41359, RPRDCT, and being more particularly described as follows;

COMMENCING at a United States Army Corps of Engineers (USACOE) monument marked "J-818-1/1" found on the called east line of said Santiago Guarrara Survey, said monument also being located on the called "take" line of Lake Lewisville, and being the most northeasterly corner of said Valencia on the Lake, L.P. tract;

THENCE South 77°57″18″ West, with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 438.91 feet to a USACOE monument marked "J-812-7";

THENCE South 49°34′24″West, continuing with said "take"line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 500.01 feet to a USACOE monument marked "J-812-6";

THENCE South 28°21″51″West, continuing with said "take"line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 200.02 feet to a 1/2 inch iron rod found;

THENCE South 44'30'07" West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 399.34 feet to a USACOE monument marked "J-812-4";

THENCE South $59^{\circ}24^{\circ}02^{\circ}$ West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 168.41 feet to a USACOE monument marked "J-812-3";

THENCE South 80°38°17"West, continuing with said "take"line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 243.83 feet to a USACOE monument marked "U-812-1";

THENCE South 38*33'33"West, continuing with said "take"line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 1360.11 feet to a 5/8 inch iron rod found;

THENCE North 89°29'32"West, continuing with said "take"line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 230.56 feet to a USACOE monument marked "J-840-1";

THENCE South 63°24'03" West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 201.73 feet, from which a USACOE monument marked "J-809-1/4" bears South 63°24'03" West, a distance of 71.42 feet;

THENCE South 22°35″16″East, leaving said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 569.72 feet to the POINT OF BEGINNING of herein described tract, an "X" cut in concrete set, said "X" being located on the southerly line of that certain tract of land decribed in deed to the Town of Little Elm according to deed recorded in Document No. 2014—31379. RPRDCT:

THENCE South 22°35′16″East, passing at a called distance of 20.00 feet a southwest corner of said Town of Little Elm tract, continuing in all, a total distance of 680.16 feet to a 5/8 inch iron rod with plastic cap marked "PETITT—RPLS 4087" set for corner, said iron rod being the beginning of a tangent curve to the right;

THENCE with said curve having a central angle of 11°12′56″, a radius of 325.00 feet, a chord which bears South 16°58′49″East, a chord distance of 63.52 feet, for an arc distance of 63.62 feet to the end of said curve, a 5/8 inch iron rod with plastic cap marked "PETITT—RPLS 4087" set for corner:

Thence South 78°37'39"West, a distance of 135.00 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner, said iron rod being the beginning of a non-tangent curve to the right;

THENCE with said curve having a central angle of 96°56'35", a radius of 190.00 feet, a chord which bears South 37°05'57"West, a chord distance of 284.48 feet, for an arc distance of 321.48 feet to the end of said curve, a 5/8 inch iron rod with plastic cap marked "PETITT—RPLS 4087" found for corner;

THENCE South 85'34"15" West, a distance of 80.94 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found for corner;

THENCE South 04°25'45"East, a distance of 135.00 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found for corner;

THENCE South 85°34"15" West, a distance of 463.24 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found for corner, said iron rod being the beginning of a tangent curve to the left;

THENCE with said curve having a central angle of 10°18'56", a radius of 375.00 feet, a chord which bears South 80°24'47" West, a chord distance of 67.42 feet, for an arc distance of 67.52 feet to the end of said curve, a 5/8 inch iron rod with plastic cap marked "PETITT—RPLS 4087" found for corner:

THENCE North 18*34'02" West, a distance of 162.35 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found for corner, said iron rod being the beginning of a tangent curve to the left;

THENCE with said curve having a central angle of 23°28'29", a radius of 695.00 feet, a chord which bears North 30°18″16 West, a chord distance of 282.76 feet, for an arc distance of 284.75 feet to the end of said curve, a 5/8 inch iron rod with plastic cap marked "PETITT—RPLS 4087" found for corner;

THENCE North 42°02'31" West, passing at a called distance of 111.70 feet a southeast corner of the aforementioned Town of Little Elm tract, continuing in all, a total distance of 131.70 feet to an "X" cut in concrete set for corner;

THENCE North 47°53′19″East, with the southerly line of said Town of Little Elm tract, a distance of 478.67 feet to a 5/8 inch iron rod with plastic cap marked 'PETITT—RPLS 4087" set for corner, said iron rod being the beginning of a tangent curve to the right;

THENCE continuing with the southerly line of the Town of Little Elm tract, and with said curve having a central angle of 19°31′25″, a radius of 1355.00 feet, a chord which bears North 57°39′01″ East, a chord distance of 459.49 feet, for an arc distance of 461.72 feet to the end of said curve, a 5/8 inch iron rod with plastic cap marked "PETITT—RPLS 4087″ set for corner;

THENCE North 67°24'44"East, continuing with the southerly line of the Town of Little Elm tract, a distance of 175.52 feet to the POINT OF BEGINNING of herein described tract, containing a calculated area of 18.244 acres of land.

AGENDA INFORMATION SHEET:

COUNCIL

MEETING DATE: March 1, 2016

PROJECT: Valencia on the Lake Partial Release of Agreement

Regarding Right of Redemption and Waiver of Agricultural Valuation – Valencia PID – Future LEISD 18.244 Acre

School Site

DESCRIPTION: Council approved the Valencia on the Lake Pre-Annexation

Agreement, Development Agreement, Public Improvement District Agreement and Tax Increment Reinvestment Zone Agreement on Tuesday November 5, 2013. With this

agreement the Town set up a TIRZ and PID over the property with Valencia on the Lake. On February 26, 2014, the Town,

Valencia, and the Bank of New York Mellon Trust Company, National Association filed that certain

Agreement Regarding Right of Redemption and Waiver of Agricultural Valuation – Valencia PID dated February 27, 2014 and recorded as Instrument Number 2014-16634. Since the agreement was approved the developer and Little Elm ISD have agreed to put in a future school to serve the Valencia Development. This agreement would remove the 18.244 acre site from having to pay any funds for the existing and future PID improvements within the Valencia Development including

any Agricultural Valuation.

COST: N/A

FUNDING: N/A

SCHEDULE: Agreement will be executed upon approval.

RECOMMENDED

ACTION: Staff recommends Council approve Valencia on the Lake

Partial Release of Agreement Regarding Right of Redemption and Waiver of Agricultural Valuation –

Valencia PID for the Future 18.244 acre LEISD School Site between the Town of Little Elm, the Bank of New York Mellon Trust Company, National Association, and Valencia on the Lake, L.P. and authorize the Town

Manager to execute for the same.

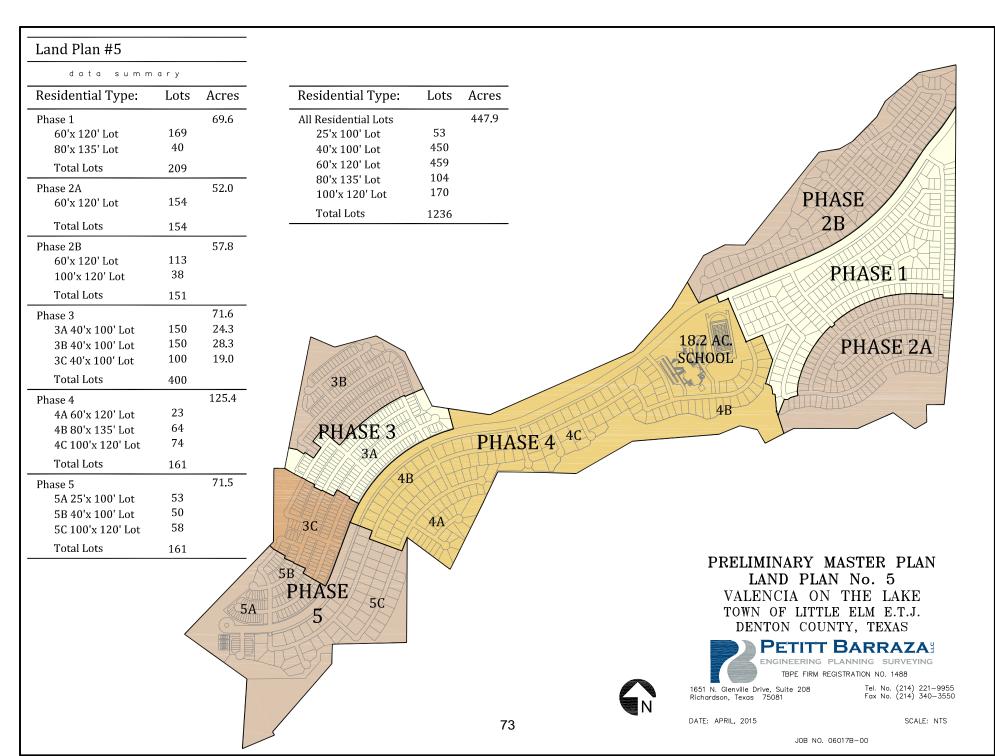
TOWN CONTACT: Jason W. Laumer, P.E.

Director of Development Services

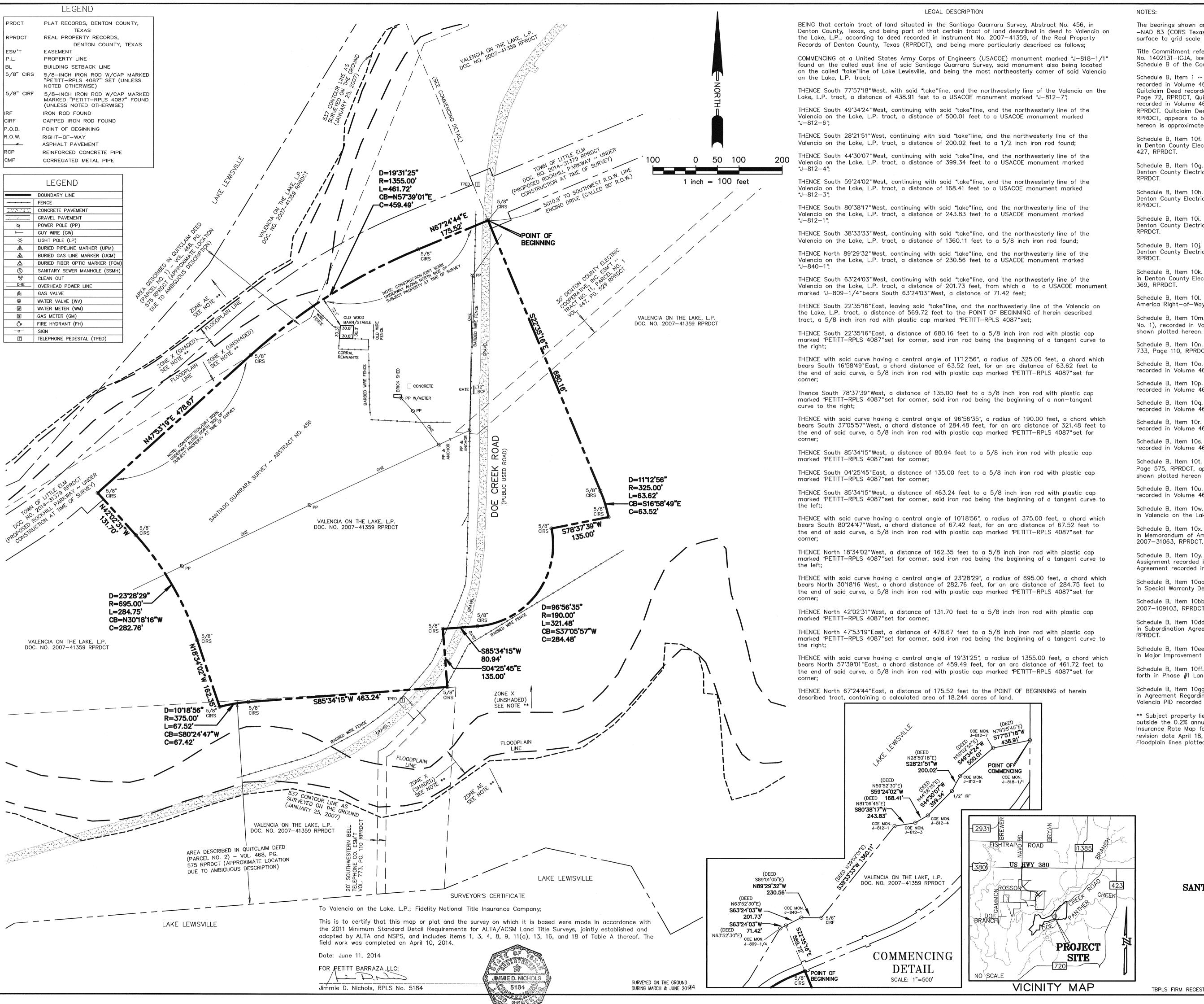
<u>JLaumer@littleelm.org</u> (214) 975-0473

ATTACHMENTS: 1. Exhibit of Land Plan

2. Little Elm – Valencia Partial Release Agreement



2006\0601700\EXHIBIT\0601700 LANDPLAN 05 EXHIBIT 04222015.dwg



The bearings shown and recited hereon are referenced to the Texas State Plane Coordinate System —NAD 83 (CORS Texas North Central Zone No. 4202). All distances are surface distances with a surface to grid scale factor of 0.999849392677.

Title Commitment referenced for this survey issued by Fidelity National Title Insurance Company, GF No. 1402131—ICJA, Issue Date May 27, 2014, Effective Date May 11, 2014. Instruments referenced in Schedule B of the Commitments as they relate to this Survey are addressed as follows:

Schedule B, Item 1 ~ Subject property is not located within area described in Quitclaim Deed recorded in Volume 464, Page 85, of the Real Property Records of Denton County, Texas (RPRDCT), Quitclaim Deed recorded in Volume 469, Page 194, RPRDCT, Quitclaim Deed recorded in Volume 465, Page 72, RPRDCT, Quitclaim deed recorded in Volume 467, Page 491, RPRDCT, Quitclaim Deed recorded in Volume 466, Page 317, RPRDCT, and Quitclaim Deed recorded in Volume 466, Page 318, RPRDCT. Quitclaim Deed (Parcel No. 1 and Parcel No. 2) recorded in Volume 468, Page 575, RPRDCT, appears to be partially located on subject property (location of each parcel shown plotted hereon is approximate due to ambiguous descriptions).

Schedule B, Item 10f. ~ Subject property is not part of referenced property (blanket description) in Denton County Electric Cooperative, Inc. Right—of—Way Easement recorded in Volume 401, Page

Schedule B, Item 10g. ~ Subject property is not part of referenced property (blanket description) in Denton County Electric Cooperative, Inc. Right—of—Way Easement recorded in Volume 404, Page 293,

Schedule B, Item 10h. ~ Subject property is part of referenced property (blanket description) in Denton County Electric Cooperative, Inc. Right—of—Way Easement recorded in Volume 404, Page 308,

Schedule B, Item 10i. ~ Subject property is part of referenced property (blanket description) in Denton County Electric Cooperative, Inc. Right—of—Way Easement recorded in Volume 404, Page 366,

Schedule B, Item 10j. ~ Subject property is not part of referenced property (blanket description) in Denton County Electric Cooperative, Inc. Right—of—Way Easement recorded in Volume 404, Page 367, RPROCT

Schedule B, Item 10k. ~ Subject property is not part of referenced property (blanket description) in Denton County Electric Cooperative, Inc. Right—of—Way Easement recorded in Volume 404, Page

Schedule B, Item 10I. ~ Subject property is not part of described property in United States of America Right—of—Way Easement recorded in Volume 413, Page 270, RPRDCT.

Schedule B, Item 10m. ~ 30'Denton County Electric Cooperative, Inc. Easement (Tract No. 11, Parcel No. 1), recorded in Volume 447, Page 529, RPRDCT, is partially located on subject property, and is shown plotted hereon.

Schedule B, Item 10n. ~ 20'Southwestern Bell Telephone Company Easement recorded in Volume 733, Page 110, RPRDCT, is not located on subject property. Location is shown plotted hereon.

Schedule B, Item 10o. ~ Subject property is not located within area described in Quitclaim Deed recorded in Volume 464, Page 85, RPRDCT.

Schedule B, Item 10p. ~ Subject property is not located within area described in Quitclaim Deed recorded in Volume 465, Page 72, RPRDCT.

Schedule B, Item 10q. ~ Subject property is not located within area described in Quitclaim Deed recorded in Volume 466, Page 317, RPRDCT.

Schedule B, Item 10r. ~ Subject property is not located within area described in Quitclaim Deed recorded in Volume 466, Page 318, RPRDCT.

Schedule B, Item 10s. ~ Subject property is not located within area described in Quitclaim Deed recorded in Volume 467, Page 491, RPRDCT.

Schedule B, Item 10t. ~ Quitclaim Deed (Parcel No. 1 and Parcel No. 2) recorded in Volume 468, Page 575, RPRDCT, appears to be partially located on subject property (location of each parcel shown plotted hereon is approximate due to ambiguous descriptions).

Schedule B, Item 10u. ~ Subject property is not located within area described in Quitclaim Deed recorded in Volume 469, Page 194, RPRDCT.

Schedule B, Item 10w. ~ Subject property is part of described area (blanket description) set forth in Valencia on the Lake Development Agreement recorded in Instrument No. 2006—116609, RPRDCT.

Schedule B, Item 10x. ~ Subject property is part of described area (blanket description) set forth in Memorandum of Amended and Restated Joint Development Agreement recorded in Instrument No.

Schedule B, Item 10y. ~ Subject property is part of described area (blanket description) set forth in Assignment recorded in Instrument No. 2007—41373, RPRDCT, and Assignment of Development

Agreement recorded in Instrument No. 2007—43315, RPRDCT.

Schedule B, Item 10aa. ~ Subject property is part of described area (blanket description) set forth

in Special Warranty Deed recorded in Instrument No. 2007—41359, RPRDCT.

Schedule B. Item 10bb. ~ Certification of OSSE Requiring Maintenance recorded in Instrument No.

Schedule B, Item 10bb. ~ Certification of OSSF Requiring Maintenance recorded in Instrument No. 2007—109103, RPRDCT references owner of subject property (no description).

Schedule B, Item 10dd. ~ Subject property is part of described area (blanket description) set forth in Subordination Agreement and Estoppel Certificate recorded in Instrument No. 2014—15313, RPRDCT.

Schedule B, Item 10ee. ~ Subject property is part of described area (blanket description) set forth in Major Improvement Landowner Agreement recorded in Instrument No. 2014—16629, RPRDCT.

Schedule B, Item 10ff. ~ Subject property is not part of described area (blanket description) set

forth in Phase #1 Landowner Agreement recorded in Instrument No. 2014—16630, RPRDCT.

Schedule B, Item 10gg. ~ Subject property is part of described area (blanket description) set forth in Agreement Regarding Conveyance of Right of Redemption and Waiver of Agricultural Valuation — Valencia PID recorded in Instrument No. 2014—16634, RPRDCT.

** Subject property lies within Zone X (un—shaded area), defined as "Areas determined to be outside the 0.2% annual chance floodplain", according to Federal Emergency Management Area Flood Insurance Rate Map for Denton County, Texas and Incorporated Areas ~ Map Number 48121C0410G, revision date April 18, 2011. Zone X (un—shaded area), Zone X (shaded area), and Zone AE Floodplain lines plotted hereon are graphically shown according to this map.

ALTA/ACSM LAND TITLE SURVEY

18.244 ACRE TRACT

SITUATED IN THE

SANTIAGO GUARRARA SURVEY ~ ABSTRACT NO. 456

DENTON COUNTY, TEXAS



DATE: JUNE 2014

SCALE: 1"= 100' JOB NO. 06017-3A

TBPLS FIRM REGESTRATION NO. 101068

SHEET 1 OF 1

PARTIAL RELEASE OF AGREEMENT REGARDING RIGHT OF REDEMPTION AND WAIVER OF AGRICULTURAL VALUATION – VALENCIA PID

STATE OF TEXAS §

COUNTY OF DENTON §

This Partial Release of Agreement Regarding Right of Redemption and Waiver of Agricultural Valuation – Valencia PID (this "Release") is made this _____ day of _____, 2016 by and among the Town of Little Elm, Texas, a municipal corporation ("Town"), Valencia on the Lake, L.P., a Texas limited partnership ("Valencia"), and The Bank of New York Mellon Trust Company, National Association ("Bank").

WHEREAS, on February 26, 2014, the Town, Valencia and Bank filed that certain Agreement Regarding Right of Redemption and Waiver of Agricultural Valuation – Valencia PID dated February 27, 2014 and recorded as Instrument Number 2014-16634, Real Property Records, Denton County, Texas (the "Agreement"). The Agreement among other things includes conveyance of a right of redemption, restriction against redemption of non-redeemable property, and waiver of agricultural use valuation. The Agreement is binding upon a certain tract or tracts of real property located in the Town of Little Elm, County of Denton, State of Texas (the "Burdened Property"). A portion of the Burdened Property consists of a tract of real property containing 18.244 acres, more of less, located in the Town of Little Elm, Denton County, Texas, as further described on Exhibit A attached hereto, that shall be (or has been) conveyed to the Little Elm Independent School District ("Little Elm ISD Real Property").

WHEREAS, the Town, Valencia and Bank pursuant to the terms and conditions contained in this Release, desire to release the Agreement from the Little Elm ISD Real Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town, Valencia and Bank agree as follows:

- 1. The Agreement is hereby released as to the Little Elm ISD Real Property. No current or future owner of the Little Elm ISD Real Property shall have any rights, obligations or responsibilities with respect to the Agreement.
- 2. The Little Elm ISD Real Property is not and shall not be subject to any assessments under the Agreement.

3. Except as provided herein, the provisions of the Agreement shall remain in full force and effect. This Release shall not in any way affect the Agreement as it relates to any portion of the Burdened Property, other than the Little Elm ISD Real Property.

IN WITNESS WHEREOF, the parties below have executed this Release, to be effective as of the date first written above.

[The remainder of this page has been intentionally left blank.]

VALENCIA ON THE LAKE, L.P., a Texas limited partnership

	Ву	v: Valencia on the Lake GP, LLC A Texas limited liability company
		By:
		Printed Name: Mehrdad Moayedi
		Title: Manager
STATE OF TEXAS	§ § §	
COUNTY OF	§	
day of, 20	016, by Mehrdac lity company, th	ore me, the undersigned authority, this Moayedi, the Manager of Valencia on the Lake the General Partner of Valencia on the Lake, L.P. mited partnership.
	No	otary Public * State of Texas

TOWN OF LITTLE ELM

	Matt Mueller Town Manager
STATE OF TEXAS	§
COUNTY OF	§ § §
	s acknowledged before me on this day of, 201
	Notary Public in and for the above State and County
My Commission Expires:	Print Name of Notary:

THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

	By: Name: Title:
STATE OF TEXAS \$ \$ COUNTY OF \$	
This instrument was acknowledged be by a York Mellon Trust Company, N.A	efore me on this day of, 2016 as of Bank of New
	Notary Public in and for the above State and County
My Commission Expires:	Print Name of Notary:

EXHIBIT A

LEGAL DESCRIPTION OF LITTLE ELM ISD REAL PROPERTY

BEING that certain tract of land situated in the Santiago Guarrara Survey, Abstract No. 456, in Denton County, Texas, and being part of that certain tract of land described in deeds to Valencia on the Lake, L.P., recorded in Instrument No. 2007—8103, of the Real Property Records of Denton County, Texas (RPRDCT), and Instrument No. 2007—41359, RPRDCT, and being more particularly described as follows;

COMMENCING at a United States Army Corps of Engineers (USACOE) monument marked "J-818-1/1" found on the called east line of said Santiago Guarrara Survey, said monument also being located on the called "take" line of Lake Lewisville, and being the most northeasterly corner of said Valencia on the Lake, L.P. tract;

THENCE South 77°57″18″ West, with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 438.91 feet to a USACOE monument marked "J-812-7";

THENCE South 49°34′24″West, continuing with said "take"line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 500.01 feet to a USACOE monument marked "J-812-6";

THENCE South 28°21″51″West, continuing with said "take"line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 200.02 feet to a 1/2 inch iron rod found;

THENCE South 44'30'07" West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 399.34 feet to a USACOE monument marked "J-812-4";

THENCE South 59°24'02" West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 168.41 feet to a USACOE monument marked "J-812-3";

THENCE South 80°38°17" West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 243.83 feet to a USACOE monument marked "J-812-1";

THENCE South 38*33'33"West, continuing with said "take"line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 1360.11 feet to a 5/8 inch iron rod found;

THENCE North 89°29'32"West, continuing with said "take"line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 230.56 feet to a USACOE monument marked "J-840-1";

THENCE South 63°24'03" West, continuing with said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 201.73 feet, from which a USACOE monument marked "J-809-1/4" bears South 63°24'03" West, a distance of 71.42 feet;

THENCE South 22°35″16″East, leaving said "take" line, and the northwesterly line of the Valencia on the Lake, L.P. tract, a distance of 569.72 feet to the POINT OF BEGINNING of herein described tract, an "X" cut in concrete set, said "X" being located on the southerly line of that certain tract of land decribed in deed to the Town of Little Elm according to deed recorded in Document No. 2014—31379. RPRDCT:

THENCE South 22°35′16″East, passing at a called distance of 20.00 feet a southwest corner of said Town of Little Elm tract, continuing in all, a total distance of 680.16 feet to a 5/8 inch iron rod with plastic cap marked "PETITT—RPLS 4087" set for corner, said iron rod being the beginning of a tangent curve to the right;

THENCE with said curve having a central angle of 11°12′56″, a radius of 325.00 feet, a chord which bears South 16°58′49″East, a chord distance of 63.52 feet, for an arc distance of 63.62 feet to the end of said curve, a 5/8 inch iron rod with plastic cap marked "PETITT—RPLS 4087" set for corner:

Thence South 78°37'39"West, a distance of 135.00 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner, said iron rod being the beginning of a non-tangent curve to the right;

THENCE with said curve having a central angle of 96°56'35", a radius of 190.00 feet, a chord which bears South 37°05'57"West, a chord distance of 284.48 feet, for an arc distance of 321.48 feet to the end of said curve, a 5/8 inch iron rod with plastic cap marked "PETITT—RPLS 4087" found for corner;

THENCE South 85'34"15" West, a distance of 80.94 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found for corner;

THENCE South 04°25'45"East, a distance of 135.00 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found for corner;

THENCE South 85°34"15" West, a distance of 463.24 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found for corner, said iron rod being the beginning of a tangent curve to the left;

THENCE with said curve having a central angle of 10°18'56", a radius of 375.00 feet, a chord which bears South 80°24'47" West, a chord distance of 67.42 feet, for an arc distance of 67.52 feet to the end of said curve, a 5/8 inch iron rod with plastic cap marked "PETITT—RPLS 4087" found for corner:

THENCE North 18°34'02" West, a distance of 162.35 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" found for corner, said iron rod being the beginning of a tangent curve to the left;

THENCE with said curve having a central angle of 23°28'29", a radius of 695.00 feet, a chord which bears North 30°18″16 West, a chord distance of 282.76 feet, for an arc distance of 284.75 feet to the end of said curve, a 5/8 inch iron rod with plastic cap marked "PETITT—RPLS 4087" found for corner;

THENCE North 42°02'31" West, passing at a called distance of 111.70 feet a southeast corner of the aforementioned Town of Little Elm tract, continuing in all, a total distance of 131.70 feet to an "X" cut in concrete set for corner;

THENCE North 47°53′19″East, with the southerly line of said Town of Little Elm tract, a distance of 478.67 feet to a 5/8 inch iron rod with plastic cap marked 'PETITT—RPLS 4087" set for corner, said iron rod being the beginning of a tangent curve to the right;

THENCE continuing with the southerly line of the Town of Little Elm tract, and with said curve having a central angle of 19°31′25″, a radius of 1355.00 feet, a chord which bears North 57°39′01″ East, a chord distance of 459.49 feet, for an arc distance of 461.72 feet to the end of said curve, a 5/8 inch iron rod with plastic cap marked "PETITT—RPLS 4087″ set for corner;

THENCE North 67°24'44"East, continuing with the southerly line of the Town of Little Elm tract, a distance of 175.52 feet to the POINT OF BEGINNING of herein described tract, containing a calculated area of 18.244 acres of land.



Finance

Dawn Berry, Purchasing Agent 214-975-0411 dberry@littleelm.org

Town Council Agenda (Consent)

March 1, 2016

BACKGROUND

Staff requests authorization to procure replacement vehicles for units 2104, 4604, 5529, 5025, 7501, 6121, and 6122 from Caldwell Country Chevrolet through BuyBoard Contract 430-13.

The Town maintains an executed Interlocal Agreement with BuyBoard. Texas law authorizes procurements through cooperative agreements to help save time and funding in developing specifications and duplication of work during the bidding process.

BUDGET IMPACT

Funding is available in the current budget from the following accounts. Expenditures will not exceed funds appropriated. Funds will be committed at the issuance of a purchase order.

Department	Description	QTY	Unit Price	Extended Price	Account Number	Old Unit #	New Unit #		
Building Inspection	1/2 Ton Super Cab	1	\$20,970.00	\$20,970.00	500-6630-10	2104	2110		
Fleet Services	3/4 Ton w/Service Body	1	\$32,945.00	\$32,945.00	500-6630-46	4604	4609		
Parks Maintenance	1 Ton Crew Cab	1	\$35,980.00	\$35,980.00	500-6630-55	5529	5566		
Streets	1/2 Ton Regular Cab	1	\$21,735.00	\$21,735.00	500-6630-50	5025	5037		
Meter Reading	1/2 Ton Regular Cab	1	\$20,220.00	\$20,220.00	612-6630-76-02	7501	7503		
Water	3/4 Ton w/Service Body	2	\$29,915.00	\$59,830.00	612-6630-76-02	6121, 6122	6142 <i>,</i> 6243		
	Total for all VERF Units \$191,680.00								

RECOMMENDED ACTION

Staff recommends authorization to purchase replacement vehicles from Caldwell Country Chevrolet for an amount not to exceed \$191,680.00.

ATTACHMENTS

Quotes

Initial: Town Manager Town Secretary	8=	Finance Police	8=	Library Parks	82 	HR Fire	Public Works Dev Services	<u></u>

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

			1 of 1
Complete Nos. 1 - 4 and 6 if there are interested pa Complete Nos. 1, 2, 3, 5, and 6 if there are no intere			USE ONLY ION OF FILING
of business. Caldwell Country Chevrolet	y, state and country of the business entity's place	Certificate Number 2016-17046	er:
Caldwell, TX United States 2 Name of governmental entity or state agency that being filed.	at is a party to the contract for which the form is	Date Filed: 02/23/2016	
Town of Little Elm	Date Acknowledg 02/23/2016		
description of the goods or services to be provided #430-13 2016 Fleet Vehicle Purchase	overnmental entity or state agency to track or identified under the contract.	y the contract, and	provide a
4 Name of Interested Party	City, State, Country (place of business)		t (check applicable)
Knapp, Averyt	Caldwell, TX United States	Controlling	Intermediary
Hildebrand, Jon	Caldwell, TX United States		×
Way, Stephen	Caldwell, TX United States	Х	
5 Check only if there is NO Interested Party.			
6 AFFIDAVIT	I swear, or affirm, under penalty of perjury, that the	e above disclosure is	true and correct.
	Signature of authorized agent of con	ntracting business en	tity
AFFIX NOTARY STAMP / SEAL ABOVE		-	·
Sworn to and subscribed before me, by the said	, this the	day of _	
20, to certify which, witness my hand and s	seal of office.		
Signature of officer administering oath	Printed name of officer administering oath T	Title of officer adminis	tering oath

	TE# 003-BUILDING I		OR	CONTRACT PRICING WO	RKSHEET		
	User: TOWN OF LITTLE			Contractor: CALDWELL COUNTRY			
	act Name: DAVID BURKA			CALDWELL COUNTRY			
	1: DBURKARD@LITTLEELM	ORG		Prepared By: Averyt Knapp			
Phon	e #: 972-377-5563			Email:			
Fax	214-471-6274 #:	77.		aknapp@caldwellcountry. Phone #: 800-299-7283	com.		
				567-6116	or 9/9-		
	tion City & State: LI		М	Fax #: 979-567-0853			
Date	Prepared: JANUARY 25	, 2016		Address: P. O. Box 27,			
Ref:	#430-13 Buy Boar	Λ		Caldwell, TX 77836 Tax ID# 14-1856872			
Produ	act Description: 201	6 CHEVR		1500 SILVERADO 4X2 DOUBI	E CAR SWD		
CC157	753				E CAB SWB		
A Ba	se Price & Options:		1		\$20,970		
			Contract		\$20,970		
B Pu	blished Options						
Code	Description	Cost	Code	Description	Cost		
	4X2-DOUBLE CAB,	INCL		333327523	COST		
	4.3L-V6, 6-SPD AUTOMATIC, AIR		1	1			
	CONDITION, 40-20-40			1			
	VINYL SEATS, FULL	1	1				
	RUBBER FLOOR, AMEM-		1				
	STEREO, TILT,	1	1				
	CRUISE, POWER						
	WINDOWS, POWER			6	ľ		
	LOCKS, 6.5' BED, REAR STEP BUMPER				l l		
	GM WARRANTY	INCL		CALDWELL COUNTRY			
	5YR/100,000 MILES	INCL		CALDWELL COUNTRY			
	POWERTRAIN @ N/C				1		
				PO BOX 27			
				CALDWELL, TEXAS 77836			
					INCL		
Subtot	al B						
C Unp	oublished Options						
Code	Description	Cost	Code	Description			
3044	Bescription	COSC	Code	Description	Cost		
Subtot	al C				•		
Oth	er Price Adjustments (I	nstalla	tion, 1	Delivery, Etc)			
					INCL		
Bubtot	al D						
Uni	t Cost Before Fee & Non	-Equipme	ent Cha	arges (A+R+C+D)	\$20,970		
	The second secon	The same of the sa	0446	5-3 (-1, 2, 3, 3)	420,370		

Quantity Ordered						
Subtotal E						
F Non-Equipment Charges (Trac	de-In, Warranty, Etc)					
BUY BOARD (INCL W/METER READERS QUOTE 001)						
G. Color of Vehicle: WHITE						
H. Total Purchase Price (E+F)		\$20,970				
	Estimated Delivery Date:	60-90 DAYS APPX				

QUOTE# 007-FLEET MAINTENANCE CONTRACT PRICING WORKSHEET

End User: TOWN OF LITTLE ELM	Contractor: CALDWELL COUNTRY
Contact Name: DAVID BURKARD	CALDWELL COUNTRY
Email: DBURKARD@LITTLEELM.ORG	Prepared By: Averyt Knapp
Phone #: 972-377-5563 214-471-6274	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 800-299-7283 or 979- 567-6116
Location City & State: LITTLE ELM	Fax #: 979-567-0853
Date Prepared: JANUARY 25, 2016	Address: P. O. Box 27, Caldwell, TX 77836
Ref: #430-13	Tax ID# 14-1856872

Product Description: 2016 CHEVROLET 2500HD SILVERADO 4X2 REG CAB CC25903

A Base Price & Options:

\$32,945

B Published Options

Code	Description	Cost	Code	Description	Cost
	4X2-REGULAR CAB, 56"	INCL			
	CAB CHASSIS, FULL				
	SIZE SPARE TIRE AND				1
	WHEEL,, 6.0L-V8 GAS,	1			
	6-SPD AUTOMATIC,				- 1
	4.10 LOCKING REAR	1			
	AXLE DIFFERENTIAL,				
	AIR CONDITION, 40-				
	20-40 VINYL SEATS,				
	FULL RUBBER FLOOR,				
	AMFM-STEREO, TILT,				
	CRUISE, POWER				
	WINDOWS, POWER				
	LOCKS, RKI WG51				
	HEADACHE RACK, RKI				
	8' LENGTH L5680				
	SERVICE BODY, 39"				
	TALL BODY, 3				
	COMPARTMENTS PER		1		
	SIDE, 14.6" DEEP				
	COMPARTMENTS,				
	STANDARD SHELVING,				
	DIVIDERS, 51" WIDE				
	FLOOR, LIGHTS,				
	REFLECTORS, CLASS V				
	REAR HITCH W/7-WAY				
	PLUG, TOMMY GATE G2-				
	60-1342 TP38		1		li c
	GM WARRANTY	INCL	 	CALDWELL COUNTRY	
	5YR/100,000 MILES				1
	POWERTRAIN @ N/C				
	(TRAILER BRAKE			PO BOX 27	
	CONTROLLER \$255				
	ADDITIONAL IF				
	NEEDED-NOT INCLUDED				
	IN PRICE)				
				CALDWELL, TEXAS 77836	
					INCL

Pg 2d3

C Un	published Options						
Code Description Cost Code Description							
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lubto	tal C						
Oti	her Price Adjustmen	ts (Install	ation,	Delivery, Eta)			
						INCL	
ubto	tal D						
Un	it Cost Before Fee	& Non-Equip	ment Ch	arges (A+B+C+D)			
						\$32,945	
	uantity Ordered					\$32, 94 5 1	
	mantity Ordered		***			1	
ζ				8			
Subto	tal E					1	
Subto	tal E n-Equipment Charges			ty, Etc)		\$32,945	
Subto	tal E			ty, Etc)		1	
ubto No:	tal E n-Equipment Charges	METER READE		ty, Etc)		\$32,945	
Nor	tal E n-Equipment Charges BUY BOARD (INCL W/	METER READE		ty, Etc)		\$32,945	
Subton	tal E n-Equipment Charges BUY BOARD (INCL W/	METER READE		ty, Etc)		1 \$32,945 INCL	

500-55 Pg (2)2.

	E# 005B-PARKS MGM)	CONTRACT PRICING WORKSHEET		
End U	End User: TOWN OF LITTLE ELM			Contractor: CALDWELL COUNTRY		
	ct Name: DAVID BURKA			CALDWELL COUNTRY		
	: DBURKARD@LITTLEELM	. ORG		Prepared By: Averyt Knapp		
Phone	#: 972-377-5563 214-471-6274			Email: aknapp@caldwellcountry.com		
Fax #:				Phone #: 800-299-7283 or 567-6116		
Locat	ion City & State: LIT	TTLE ELI	M	Fax #: 979-567-0853		
Date	Prepared: JANUARY 25	, 2016		Address: P. O. Box 27, Caldwell, TX 77836		
Ref:	#430-13			Tax ID# 14-1856872		
Produ CC359		CHEVROLI	ET 350	OOHD SILVERADO 4X2 CREW CA	B LWB	
A Bas	e Price & Options:				25, 000	
A Das	e File & Options:			۶	35,980 	
B Pub	olished Options		-			
Code	Description	Cost	Code	Description	Cost	
	4X2-CREW CAB, SINGLE REAR WHEEL, 6.6L-DURAMAX DIESEL, 6-SPD ALLISON 1000 HD-AUTOMATIC, 3.73 LOCKING REAR AXLE DIFFERENTIAL, AIR CONDITION, 40-20-40 VINYL SEATS, FULL RUBBER FLOOR, AMFM-STEREO, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, 8'BED, REAR STEP BUMPER, OEM TRAILER TOW PACKAGE GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836		
Subtota	al B			1	INCL	
C line	ublished Options					
Code	Description	Cost	Code	Description	Cost	
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Subtota	al C					

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		INCL
Subtotal D		
A 100 100 100 100 100 100 100 100 100 10		A STATE OF THE PARTY OF THE PAR
E Unit Cost Before Fee & Non-	Equipment Charges (A+B+C+D)	\$35,980
Quantity Ordered		1
X	*	
		\$35,980
Subtotal E		
A STATE OF THE PARTY OF THE PAR		
F Non-Equipment Charges (Trade	e-In, Warranty, Etc)	
AND THE RESIDENCE OF THE PARTY	e-In, Warranty, Etc) READERS QUOTE 001)	INCL
F Non-Equipment Charges (Trade BUY BOARD (INCL W/METER)	e-In, Warranty, Etc) READERS QUOTE 001)	INCL
F Non-Equipment Charges (Trade	e-In, Warranty, Etc) READERS QUOTE 001)	INCL
F Non-Equipment Charges (Trade BUY BOARD (INCL W/METER) G. Color of Vehicle: WHITE	e-In, Warranty, Etc) READERS QUOTE 001)	INCL
F Non-Equipment Charges (Trade BUY BOARD (INCL W/METER)	e-In, Warranty, Etc) READERS QUOTE 001)	
F Non-Equipment Charges (Trade BUY BOARD (INCL W/METER) G. Color of Vehicle: WHITE	e-In, Warranty, Etc) READERS QUOTE 001)	INCL \$35,980
F Non-Equipment Charges (Trade BUY BOARD (INCL W/METER) G. Color of Vehicle: WHITE	e-In, Warranty, Etc) READERS QUOTE 001) Estimated Delivery	

QUOTE# 002-STREET MAINT CONTRACT PRICING WORKSHEET End User: TOWN OF LITTLE ELM Contractor: CALDWELL COUNTRY Contact Name: DAVID BURKARD CALDWELL COUNTRY Email: DBURKARD@LITTLEELM.ORG Prepared By: Averyt Knapp Phone #: 972-377-5563 Email: 214-471-6274 aknapp@caldwellcountry.com Fax #: Phone #: 800-299-7283 or 979-567-6116 Location City & State: LITTLE ELM Fax #: 979-567-0853 Date Prepared: JANUARY 25, 2016 Address: P. O. Box 27, Caldwell, TX 77836 Ref: #430-13 Tax ID# 14-1856872 Product Description: 2016 CHEVROLET 1500 SILVERADO 4X2 REG CAB CC15903 A Base Price & Options: \$21,735 B Published Options Code Description Cost Code Description Cost 4X2-REGULAR CAB, INCL 5.3L-V8, 6-SPD AUTOMATIC, AIR CONDITION, 40-20-40 VINYL SEATS, FULL RUBBER FLOOR, AMFM-STEREO, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, 8' BED, REAR STEP BUMPER, OEM TRAILER TOW PACKAGE GM WARRANTY INCL CALDWELL COUNTRY 5YR/100,000 MILES POWERTRAIN @ N/C PO BOX 27 CALDWELL, TEXAS 77836 INCL Subtotal B C Unpublished Options Code Description Cost Code Description Cost Subtotal C D Other Price Adjustments (Installation, Delivery, Etc...) INCL Subtotal D E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D) \$21,735

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. Quantity Ordered				
Subtotal E				
F Non-Equipment Charges (Tr	ade-In, Warranty, Etc)			
BUY BOARD (INCL W/METE	R READERS QUOTE 001)	INCL		
G. Color of Vehicle: WHITE				
H. Total Purchase Price (E+	F)	\$21,735		
	Estimated Delivery Date:	60-90 DAYS APPX		

	TE# 001-METER RE User: TOWN OF LITTLE			CONTRACT PRICING		ET	
				Contractor: CALDWELL	COUNTRY		
	act Name: DAVID BURK			CALDWELL COUNTRY Prepared By: Averyt Knapp Email:			
	1: DBURKARD@LITTLEEL	M. ORG					
Phone	e #: 972-377-5563						
Fax #		586		aknapp@caldwellcountr	y.com		
				Phone #: 800-299-728 567-6116		-	
	tion City & State: L			Fax #: 979-567-085			
Date	Prepared: JANUARY 25	, 2016		Address: P. O. Box 2	7,		
Ref:	#430-13			Caldwell, TX 77836 Tax ID# 14-1856872			
Produ	ct Description: 201	6 CHEVE		1500 SILVERADO 4X2 REG	615 664		
	ZOI ZOI ZOI	O CILEVA	OLE I	1300 SILVERADO 4X2 REG	CAB CC1	570	
Ba	se Price & Options:				\$19,8	20	
Pul	olished Options						
Code	Description	Cost	Code	Description		Cost	
	4X2-REGULAR CAB,	INCL		1	.51		
	4.3L-V6, 6-SPD AUTOMATIC, AIR	1			1		
	CONDITION, 40-20-40	1					
	VINYL SEATS, FULL	1					
	RUBBER FLOOR, AMEM-	1					
	STEREO, TILT,	1			1		
	CRUISE, POWER	ł			1		
	WINDOWS, POWER	1			i i		
	LOCKS, 6.5' BED,				1		
	REAR STEP BUMPER		1		1		
	GM WARRANTY	INCL	-	CAT DETECT CONTROL			
	5YR/100,000 MILES	INCL		CALDWELL COUNTRY			
	POWERTRAIN @ N/C		1		Ď.		
	POWERIRAIN & N/C			DO DOW OF			
		-		PO BOX 27			
				CALDWELL, TEXAS 77836			
btot	al B			···	INCL		
Unp	ublished Options					-	
de	Description	Cost	Code	Description	Co	ost	
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btota	al C		i		T		
Othe	ar Price Adjustments (Installa	tion, I	Delivery, Etc)			
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otota	al D				1		
	Cost Before Fee & Nor	-Equipme	ent Cha	arges (A+B+C+D)	\$19,820	0	
Qua	entity Ordered				1		

Pg 242.

	\$19,820
	S S AND RESERVE AR
, Warranty, Etc)	
	\$400
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	ii le de
	\$20,220
Estimated Delivery	60-90 DAYS APP

CONTRACT PRICING WORKSHEET
Contractor: CALDWELL COUNTRY
CALDWELL COUNTRY
Prepared By: Averyt Knapp
Email: aknapp@caldwellcountry.com
Phone #: 800-299-7283 or 979- 567-6116
Fax #: 979-567-0853
Address: P. O. Box 27, Caldwell, TX 77836
Tax ID# 14-1856872

A Base Price & Options:

\$29,915

B Published Options

Code	Description	Cost	Code	Description	200	Cos
	4X2-REGULAR CAB, 56"	INCL				
	CAB CHASSIS, FULL					
	SIZE SPARE TIRE AND					
	WHEEL,, 6.0L-V8 GAS,					
	6-SPD AUTOMATIC,					
	4.10 LOCKING REAR					
	AXLE DIFFERENTIAL,					
	AIR CONDITION, 40-					
	20-40 VINYL SEATS,	1				
	FULL RUBBER FLOOR,	1				
	AMEM-STEREO, TILT,					
1	CRUISE, POWER					
	WINDOWS, POWER					
	LOCKS, RKI WG51					
	LOUVERED HEADACHE					
	RACK, RKI 8' LENGTH					
	L5680 SERVICE BODY,					
	39" TALL BODY, 3					
	COMPARTMENTS PER		1			
	SIDE, 14.6" DEEP					
	COMPARTMENTS,					
	STANDARD SHELVING,					
- 1	DIVIDERS, 51" WIDE					
	FLOOR, LIGHTS,					
	REFLECTORS, CLASS V				1	
	REAR HITCH W/7-WAY					
	PLUG					
	GM WARRANTY	INCL		CALDWELL COUNTRY		
	5YR/100,000 MILES					
	POWERTRAIN @ N/C					
	(TRAILER BRAKE			PO BOX 27		
	CONTROLLER \$255				1	
	ADDITIONAL IF					
	NEEDED-NOT INCLUDED					
	IN PRICE)					
				CALDWELL, TEXAS 77836		
					TATO	T
	al B				INC	·L

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Code	Description	Cost	Code	Description		Cost
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Report				Y - LOVE - TOTAL		
D Ot	ner Price Adjustment	s (Install:	ation,	Delivery, Etc)		
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						I TNCT.
Subto	al D					INCL
41119	to university and a	ESE ALFEE				INCL
Un:	it Cost Before Fee &	Non-Equip	ment Ch	arges (A+B+C+D)		\$29,915
E Un	to university and a	Non-Equip	ment Ch	arges (A+B+C+D)		
E Un	it Cost Before Fee &	Non-Equip	ment Ch	arges (A+B+C+D)		\$29,915
E Un: Qu	it Cost Before Fee & cantity Ordered	Non-Equip	ment Ch	arges (A+B+C+D)		\$29,915
E Un: Qu	it Cost Before Fee & cantity Ordered	Non-Equip	ment Ch	arges (A+B+C+D)		\$29,915
E Un: Qu X	it Cost Before Fee & cantity Ordered	•				\$29,915
E Un Qu K	it Cost Before Fee & cantity Ordered	(Trade-In,	Warran	ty, Etc)		\$29,915
E Un: Qu X	it Cost Before Fee & cantity Ordered cal E -Equipment Charges	(Trade-In,	Warran	ty, Etc)		\$29,915 2 \$59,830
E Un: Qu X Subtot	it Cost Before Fee & cantity Ordered cal E -Equipment Charges	(Trade-In, ETER READER	Warran	ty, Etc)		\$29,915 2 \$59,830
E Un. On K Subton	t Cost Before Fee & cantity Ordered cal E -Equipment Charges BUY BOARD (INCL W/MI)	(Trade-In, ETER READER FE	Warran	ty, Etc)		\$29,915 2 \$59,830 INCL
E Un. On X Subton	it Cost Before Fee & cantity Ordered cal E -Equipment Charges BUY BOARD (INCL W/MI	(Trade-In, ETER READER FE	Warran	ty, Etc)		\$29,915 2 \$59,830
X Subtot	t Cost Before Fee & cantity Ordered cal E -Equipment Charges BUY BOARD (INCL W/MI)	(Trade-In, ETER READER FE	Warran RS QUOT	ty, Etc)	120.150	\$29,915 2 \$59,830 INCL



Finance

Dawn Berry, Purchasing Agent 214-975-0411 dberry@littleelm.org

Town Council Agenda (Consent)

March 1, 2016

BACKGROUND

Staff requests authorization to procure bunker gear from Municipal Emergency Services (MES) through National Purchasing Partners (NPP) Contract VH11276. NPP is a national cooperative based Seattle, Washington that specializes in medical and safety equipment. A requirement of NPP is that an Intergovernmental Agreement be signed and maintained with each purchase.

The Town maintains an executed Interlocal Agreement with National Purchasing Partners. Texas law authorizes procurements through cooperative agreements to help save time and funding in developing specifications and duplication of work during the bidding process.

BUDGET IMPACT

Funding is available in the current budget from 112-6345-58. Expenditures will not exceed funds appropriated. Funds will be committed at the issuance of a purchase order.

RECOMMENDED ACTION

Staff recommends authorization to purchase bunker gear from Municipal Emergency Services for an amount not to exceed \$61,390.58.

ATTACHMENTS

- Quote
- Intergovernmental Agreement

Initial: Town Manager Town Secretary	Finance Police	Library Parks	96 	HR Fire	Public Works Dev Services	

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

of 1

⊨				1011		
	Complete Nos. 1 - 4 and 6 if there are interested part Complete Nos. 1, 2, 3, 5, and 6 if there are no interest	ties. sted parties.	OFFICE U			
1	Name of business entity filing form, and the city, of business.	state and country of the business entity's place	Certificate Numbe 2016-17927	er:		
	Municipal Emergency Services, Inc Houston, TX United States		Date Filed:			
2		t is a party to the contract for which the form is	02/24/2016			
	Town of Little Elm		Date Acknowledged: 02/25/2016			
3	Provide the identification number used by the good description of the goods or services to be provided	vernmental entity or state agency to track or identify ed under the contract.	the contract, and p	provide a		
	VH11276 Quote 1003949 Bunker Gear NPP Contract.					
4	Name of Interested Party	Nature of interest (
			Controlling	Intermediary		
5	Check only if there is NO Interested Party.					
_	Shook only it there is no interested Party.	X				
6	AFFIDAVIT	I swear, or affirm, under penalty of perjury, that the	above disclosure is tr	rue and correct.		
		Signature of authorized agent of contr	racting business entit	ty		
	AFFIX NOTARY STAMP / SEAL ABOVE					
	Sworn to and subscribed before me, by the said		day of			
	20, to certify which, witness my hand and se	еа от опісе,				
5.	Signature of officer administering oath Pr	rinted name of officer administering oath Tit	tle of officer administe	ering oath		
			Si Sinosi kariningk	og oddi		

National Purchasing Partners

Member Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) by and between government entities that execute a Lead Contracting Agency Authorization ("Lead Contracting Agency(ies)") to be supplemented and made a part hereof and participating National Purchasing Partners ("NPP") government entity members ("Participating Agencies") including members of FireRescue GPO and Public Safety GPO, that agree to the terms and conditions of this Agreement. All NPP Lead Contracting Agencies and Participating Agencies shall be considered as "parties" to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agencies have entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPP, created by a nonprofit medical center, provides group purchasing marketing and administrative support for governmental entities within the membership. NPP's marketing and administrative services are free to its membership, which includes participating public entities and non-profit institutions throughout the United States and Canada.

WHEREAS, NPP has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Vendor Contracts through the inclusion of the membership in Lead Contracting Agency bid Solicitation and Master Price Agreements;

WHEREAS, the Master Price Agreements provide that all members of NPP may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements open to all Participating Agencies;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each Party represents and warrants that it is eligible to participate in this Agreement because it is a local government or non-profit corporation created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements, both in state law and local policy.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

- a. Each party will facilitate the cooperative procurement of goods and services.
- b. The procuring party shall be responsible for the ordering of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreements and NPP.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other bid requirements under state law or local policies.

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the "Lead Contracting Agency Endorsement and Authorization" or "Participating Agency Endorsement and Authorization," as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to the Lead Contract Agency.

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF EACH "LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION" OR "PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH

PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of South Davis Metro Fire Agency (Lead Contracting Agency) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Member Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by Lead Contracting Agencies to Participating Agencies locally, regionally, and nationally through NPP. Copies of Master Price Agreements and any amendments thereto made available by Lead Contracting Agencies will be provided to Participating Agencies and NPP to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Member Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the South Davis Metro Fire Agency and is duly authorized to sign this Lead Contracting Agency Endorsement and Authorization.

: 305 Bass 0

Lead Contracting Agency Contact Information:

Address: 255 5 400 W

Telephone No.: 861-677-2400 Email: JBNSSETT & SAME tofice.og.

PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of John of Little (Participating Agency) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Member Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by Lead Contracting Agencies to Participating Agencies locally, regionally, and nationally through NPP.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Member Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPP shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of <u>Toun of Little Ell</u> and is duly authorized to sign this Participating Agency Endorsement and Authorization.*

	Date:
BY:	
ITS:	
Participating Agency Contact Information:	
Contact Person: Down Berry Address: 100 W. Fldorado Pkwy	
Little Elm, Th 750108	
Telephone No.: 214-975-0411	
Email: obery @ 1. Hle Elmorg	

* In addition to execution of this Member Intergovernmental Cooperative Purchasing Agreement, all Participating Agencies must be registered members of NPP and/or FireRescue GPO in order to access NPP competitively bid contracts. Registration is fast and free. Go to www.mynpp.com or contact a customer service representative at 1-800-810-3909 or customerservice@mynpp.com.



16511 Hedgecroft Suite 200 Houston, TX 77060

Quote

 Date
 2/15/2016

 Quote #
 QT1003949

 Expires
 3/16/2016

Sales Rep Herron, Jason R

PO #

Shipping Method FedEx Ground

Bill To

Town of Little Elm 100 W. Eldorado Parkway Little Elm TX 75068 United States Ship To

TOWN OF LITTLE ELM 88 W Eldorado Pkwy LITTLE ELM TX 75068 United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales Price	Amount
HFRP Tail Coat	TXLITE00104		TXLITE00104 HFRP Tail Coat Morning Pride Tails Coat: LTO-34l3 Tail Black -Little Elm Fire Dept -TX - Firefighter"s Spec	22	1,537.95	33,834.90
HFRP Tail Pant	TXLITE00105		TXLITE00105 HFRP Tail Pant Morning Pride Tails Pants: LTO-34l3 Pants Black -Little Elm Fire Dept -TX - Harness Opening & Biflex Heat Channel Knees Replaceable	22	1,123.94	24,726.68
HFRP Tail Pant	RS-HRNSKVR-P		RS-HRNSKVR-P HFRP Tail Pant Patriot Harness	12	195.50	2,346.00
HFRP Tail Pant	99-MS-CARA5		99-MS-CARA5 HFRP Tail Pant Carabiner	6	80.50	483.00

NPP MEMBER ID: 43202 NPP Contract ID: VH11276

Subtotal 61,390.58
Shipping Cost (FedEx Ground) 0.00
Total \$61,390.58

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



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Finance

Dawn Berry, Purchasing Agent 214-975-0411 dberry@littleelm.org

Town Council Agenda-Consent

March 1, 2016

PROJECT/BID

2016-44 Fireworks

BACKGROUND

The Town received proposals for pyrotechnics and special effects for the Big Easy, Fourth of July and Christmas events. Invitations were sent to six vendors from around the State. One vendor submitted a response, one submitted a late response and one submitted a No Bid.

Staff reviewed the submittal and the response met all requirements and the cost is within budget.

BUDGET IMPACT

Funding is available in the current budget for the accounts listed below. Expenditures will not exceed funds appropriated. Funds will be committed at the issuance of a purchase order.

Big Easy	\$ 3,540.00	113-6231-58-02
July 4 th	\$ 25,000.00	113-6231-58-10
Christmas Tree Lighting	\$ 9,360.00	113-6231-58-09
Total	\$ 37,900.00	

RECOMMENDED ACTION

Staff recommends approving the contract with Illumination Fireworks, LLC. for special event pyrotechnics for an amount not to exceed \$37,900.00 and to authorize the Town Manager to execute the contract.

ATTACHMENTS

- Tab Sheet
- Contract

Initial: Town Manager Town Secretary	Finance Police	8=	Library Parks	104	HR Fire	Public Works Dev Services	

10-22-11 IZ	THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN TW		~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~				
CERTIFICATE OF INTERES	STED PARTIES	F	ORM 1295				
Complete Nos. 1 - 4 and 6 if there are interested p	parties.	OFFICE	USE ONLY				
Complete Nos. 1, 2, 3, 5, and 6 if there are no inter	erested parties.		ION OF FILING				
Name of business entity filing form, and the city of business. Illumination Fireworks LLC	ty, state and country of the business entity's place	Certificate Number 2016-17287	Certificate Number: 2016-17287				
Carrollton, TX United States		Date Filed:					
 Name of governmental entity or state agency the being filed. 	hat is a party to the contract for which the form is	02/23/2016					
Town of Little Elm							
3 Provide the identification number used by the g description of the goods or services to be provi 2016-44 Fireworks Display Services	governmental entity or state agency to track or identificided under the contract.	ly the contract, and	provide a				
4	T	I statute of interpol	- the strangle obli				
Name of Interested Party	City, State, Country (place of business)	Controlling	(check applicable				
Illumination Fireworks	Carrollton, TX United States	X					
4-11-11-11							
5 Check only if there is NO Interested Party.			Museum				
The second secon							
6 AFFIDAVIT	I swear, or affirm, under penalty of perjury, that the	above disclosure is f	true and correct.				
ANITA LONGORIA Notary Public STATE OF TEXAS My Comm. Exp. 08-10-17 Signature of authorized agent of contracting business entity							
AFFIX NOTARY STAMP / SEAL ABOVE	400° & 20°						
Sworn to and subscribed before me, by the said	David Rosenbaum, this the seal of office.	35% day of £	Ebnary				
Signature of officer admirifstering oath	AM To Longuna Frinted name of officer administering oath	Whic No	JTMM tering oath				

CERTIFICATE OF INTERESTED PARTIES FORM 1295 1 of 1 Complete Nos. 1 - 4 and 6 if there are interested parties. **OFFICE USE ONLY** Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. **CERTIFICATION OF FILING** Name of business entity filing form, and the city, state and country of the business entity's place Certificate Number: of business. 2016-17287 Illumination Fireworks LLC Carrollton, TX United States Date Filed: Name of governmental entity or state agency that is a party to the contract for which the form is 02/23/2016 being filed. Town of Little Elm Date Acknowledged: 02/25/2016 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract. Fireworks Display Services 4 Nature of interest (check applicable) Name of Interested Party City, State, Country (place of business) Controlling Intermediary Illumination Fireworks Carrollton, TX United States Х 5 Check only if there is NO Interested Party. 6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct. Signature of authorized agent of contracting business entity AFFIX NOTARY STAMP / SEAL ABOVE Sworn to and subscribed before me, by the said ____ _____ day of ____ 20_____, to certify which, witness my hand and seal of office. Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

Town of Little Elm, Texas Standard Contract for Services

PYROTECHNICS AND SPECIAL EFFECTS

This Agreement is made by and between the Town of Little Elm, Texas, a Texas home-rule municipality (hereinafter referred to as the "Town") and Illumination Fireworks, LLC., (hereinafter referred to as the "Provider") for Pyrotechnics and Special Effects #2016-44, (hereinafter referred to as the "Project"). In consideration of the premises, covenants and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the Provider hereby agree as follows:

- 1. **EMPLOYMENT OF THE PROVIDER.** The Town agrees to retain the Provider for, and the Provider agrees to provide services relative to, the following Project: Pyrotechnics and Special Effects (hereinafter also referred to as "Services") in accordance with the terms and conditions as set forth in this Agreement and in Exhibit A, attached hereto and incorporated herein by reference.
- 2. **SCOPE OF SERVICES.** The Services to be performed are specified in Exhibit A. Deviations from the agreed-upon scope of work of such Services may be authorized from time to time by the Town in writing.
- 3. **SCHEDULE OF WORK.** The Provider agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Agreement and work is to commence immediately.
- 4. **CONTRACT PERIOD.** The contract period for this Agreement is twelve (11) months from March 1, 2016 to February 28, 2017. All pricing is to remain firm during this contract period. This Agreement is renewable for up to four (4) additional one-year terms on an annual basis. Both parties must be in agreement. Provider must notify the Town 120 days prior to end of the current term in the event of non-renewal.
- 5. **COMPENSATION.** The Provider's total compensation for services to be performed and expenses to be incurred is specified in Exhibit A.
- 6. **PAYMENTS.** Payments will be processed per event with payment available within thirty (30) days after the Town's receipt of the invoice as set forth in Exhibit A.
- 7. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with Exhibit A. Invoices should be mailed to Accounts Payable, Town of Little Elm, 100 W. Eldorado, Little Elm, TX 75068, or emailed to accounts.payable@littleelm.org.
- 8. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Provider on account of unsatisfactory performance by the Provider. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and, if so used, will not be paid to the Provider.
- 9. **INFORMATION PROVIDED BY THE TOWN**. Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to the Provider.
- 10. **INSURANCE.** The Provider shall provide proof that it has obtained and will continue to maintain throughout the duration of this Agreement the insurance requirements set forth in Exhibit A. Failure to maintain the required insurance may result in immediate termination of this Agreement.
- 11. INDEMNIFICATION. THE PROVIDER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE TOWN, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES

(HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITEES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY'S FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE PROVIDER, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE PROVIDER'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITEES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE PROVIDER SHALL BE OBLIGATED TO INDEMNIFY INDEMNITEES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY. THIS INDEMNIFICATION IS SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE, § 271.904(A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002(B), AS SAME MAY BE APPLICABLE TO PROVIDER AS A MATTER OF LAW.

- 12. **TRANSFER OF INTEREST.** Neither the Town nor the Provider may assign or transfer their interests in this Agreement without the prior written consent of the other Party. Such consent shall not be unreasonably withheld. This Agreement is binding on the Town, the Provider, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee or agent.
- 13. AUDITS AND RECORDS. At any time during normal business hours and as often as the Town may deem necessary, the Provider shall make available to the Town for examination all of its records with respect to all matters covered by this Agreement, and will permit the Town to audit, examine and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to this Agreement.
- 14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Provider shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability or any other protected characteristic. The Provider shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, sex, national origin, disability or any other protected characteristic. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

The Provider agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each sub-Provider, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

The Provider shall keep records and submit reports concerning the racial and ethnic origin(s) of applicant employment and employees as the law may require.

15. **TERMINATION OF CONTRACT.** The Town may terminate this Agreement upon thirty (30) days written notice to the Provider, except in the event (i) the Provider is in breach of this

Agreement, or (ii) the Provider fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, the Town shall notify the Provider and the Provider shall be given seven (7) days to cure such breach or failure to comply. Should the Provider fail to cure to the satisfaction of the Town, the Town may terminate this Agreement upon written notice as provided herein.

Furthermore, the Town retains the right to terminate this Agreement at the expiration of each Town budget period (September 30) during the term of this Agreement, even without prior notice as described in the preceding sentence.

In the event of any termination hereunder, the Provider consents to the Town's selection of another Provider to assist the Town in any way in completing the Services. The Provider further agrees to cooperate and provide any information requested by the Town in connection with the completion of the Services.

The Provider shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that the Provider shall receive a portion of fees and expenses permitted under this Agreement in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the Town of any remedies against the Provider that may be available under applicable law.

- 16. **PROVIDER'S REPRESENTATIONS.** The Provider hereby represents to the Town that the Provider is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required under this Agreement.
- 17. **TOWN APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to the Provider for additional work without the Town's written approval before such work begins.
- 18. **PERFORMANCE BY PROVIDER.** All Services provided by the Provider hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit A, and the Provider shall be responsible for all Services provided hereunder whether such services are provided directly by the Provider or by any sub-Providers hired by the Provider. The Provider shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. The Provider shall not utilize sub-Providers to perform Services without the Town's prior written consent.
- DAMAGE. In all instances where Town property and/or equipment is damaged by the Provider's employees, a full report of the facts, extent of the damage and estimated impact on the Provider's schedule shall be submitted to the Town by 8:00 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Provider must notify Police Dispatch immediately. The Provider shall be fully liable for all damage to Town property or equipment caused by the Provider's officers, employees, agents or sub-Providers.
- 20. **TOWN OBJECTION TO PERSONNEL.** If at any time after entering into this Agreement, the Town has any reasonable objection to any of the Provider's personnel, or any personnel retained by the Provider, then the Provider shall promptly propose substitutes to whom the Town has no reasonable objection, and the Provider's compensation shall be equitably adjusted to reflect any difference in the Provider's costs occasioned by such substitution.
- 21. **COMPLIANCE WITH LAWS.** The Provider warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town are followed.
- 22. **NON-BINDING MEDIATION.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved informally by the

Town and the Provider, the Town and the Provider agree to submit such disagreement to non-binding mediation before pursuing any other legal remedy.

- 23. ENTIRE CONTRACT. This Agreement together with Exhibit A attached hereto and any other exhibit attached hereto contains the entire contract between the Town and the Provider concerning the Services for the Project. There will be no understandings or contracts other than those incorporated herein. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto. In the event of a conflict between an attachment to this Agreement and this Agreement, this Agreement shall control.
- 24 MAILING ADDRESSES. All notices and communications concerning this Agreement are to be mailed or delivered to the addresses shown below unless and until the other Party is otherwise notified in writing of a different address:

Town of Little Elm Dawn Berry, CPPB Purchasing Agent 100 W. Eldorado Little Elm, TX 75068

contracts@littleelm.org

Illumination Fireworks, LLC Jason Love

1605 Crescent Circle Carrollton, TX 75006

jason@illuminationfireworks.com

Any notices and communications required to be given in writing by one Party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand-delivered.

- 25. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in this Agreement for any reason is held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included.
- 26. GOVERNING LAW. The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the Parties hereunder, shall be governed by and construed in accordance with Texas law. Exclusive venue for any legal action concerning this Agreement shall be located in Denton County, Texas.
- 27. COUNTERPARTS. This Agreement may be signed in multiple counterparts, each of which shall be deemed to be an original.
- 28. EFFECTIVE DATE. This Agreement shall be effective once it is signed by the Town and the Provider, as indicated below.

EXECUTED in single or multiple originals, this 1st day of March, 2016.

TOWN OF LITTLE ELM	MEMBER'S BUILDING MAINTENANCE, LTD.
Matt Mueller, Town Manager	
	Type/Print Name and Title

SPECIFICATION

INTRODUCTION

The Town of Little Elm is seeking proposals from qualified firms to provide a unique and safe fireworks display in accordance with the terms, conditions, and specifications contained in the request for proposal (RFP).

The initial term of the contract will be one (1) year with four (4) one-year optional renewal periods.

The 3 shows are based on a budget not to exceed \$38,000 annually. The contract will be awarded to the vendor providing the best value to the Town of Little Elm as determined by the evaluation criteria.

DATE AND LOCATION

July 4

Little Elm Park

First Week of March

Little Elm Park - Mardi Gras

First Week of December

Little Elm Park - Christmas Tree Lighting

SCOPE OF SERVICES

The Town desires to enter into a contract with a single vendor to provide a turn-key annual fireworks display to include the following:

- 4th of July: Provide approximately 20 minute show choreographed to music.
 - The show will be fired from the paved soccer parking area just east of the park property.
 - The show will be fired at approximately 9:30 p.m.
 - The Town reserves the right to change the location annually.
- 2. Christmas Tree lighting: provide a 2-3 minute show choreographed to music.
- 3. Mardi Gras 5k: provide pyrotechnics for the start/finish line.
 - Successful vendor will provide approved music CD and digital copy to Town.
- 4. Provide all necessary labor, equipment, and supervision to set-up and dismantle display.
- 5. Shells must be fired off racks.
- 6. Shell size must not be greater than 8" for the 2016 fireworks display. However, the Town reserves the right to adjust shell size on an annual basis to accommodate the firing site.
- 7. Locate all unexploded shells at the conclusion of display.
- 8. Perform thorough cleanup of the display site.
- 9. The show must have distinctive opening and closing segments.
- 10. The successful vendor will meet with Parks & Recreation and Fire Department personnel prior to contract renewal period to discuss site selection and fireworks display for the upcoming year. The successful vendor will be required to submit a fireworks display package to the Town for consideration and approval ninety (90) days prior to the contract expiration date.

Fireworks Display Requirements

1. Distance

- a. The distance between the discharge site and bulk storage areas of materials that have a flammability, explosive, or toxic hazard shall be twice that required by NFPA 5.1.3.
- b. No spectators or spectator parking areas shall be located within the display site.
- c. Dwellings, buildings, and structures shall be permitted to be located within the display site with the approval of the authority having jurisdiction (AHJ) and the owner of the dwelling, building, or structure, provided that the dwelling, building, or structure is unoccupied during the display, or if

the structure provides protection for the occupants through noncombustible or fire-resistant construction.

Fallout Area

- a. The fallout area shall be an open area.
- b. Spectators, unauthorized vehicles, watercraft, or readily combustible materials shall not be located within the fallout area during the display.
- c. Fire protection and other emergency response personnel and their vehicles shall remain at or beyond the perimeter of the display site during the actual firing of the display.

3. Intake Openings

- a. There shall be no overhead towers, antennas, or electric or communication lines within twenty five (25) feet (7.6 m) of the trajectory of an aerial shell.
- b. The operator, the building owner or agent, and the AHJ shall determine if there are any requirements necessary to protect the surface of the roof or structure from any operation of the conduct of the display.

4. Operation of Display

- a. The discharge site shall be restricted throughout the display and until the discharge site has been inspected after the display.
- b. Only the operator, authorized assistants, and inspector(s) representing the AHJ shall be permitted in the display site while the display is in progress.
- c. The operator shall be responsible for ensuring that all assistants are trained in the performance of their assigned tasks and that they are educated with regard to safety.
- d. During the firing of the display, all personnel in the discharge site shall wear the following:
 - 1. Head protection
 - 2. Eye protection
 - 3. Hearing protection
 - 4. Foot protection
 - 5. Cotton, wool, or similarly flame-resistant, long sleeved, long legged clothing
- e. Personal protective equipment, as necessary, shall be worn by the operator and assistants during the setup and cleanup of the display.
- f. Wherever, in the opinion of the AHJ or the operator, any hazardous condition exists, the fireworks display shall be stopped until the condition is corrected.
- g. If, in the opinion of the AHJ or the operator, the lack of crowd control poses a hazard, the fireworks display shall be postponed or discontinued immediately until such time as the situation is corrected.
- h. If high winds, precipitation, or other adverse weather conditions prevail or begin such that a hazard exists in the opinion of the operator or the AHJ, the fireworks display shall be postponed or discontinued until weather conditions improve.
- i. One or more spotters shall watch the flight and behavior of aerial shells and other aerial fireworks to verify that they are functioning as intended.
- j. If any unsafe condition is detected, such as hazardous debris falling into the audience, the spotter shall signal the shooter to cease firing until the unsafe condition is corrected.
- k. The spotters shall be in direct communication with the shooter during the conduct of the display.
- In the event of a condition arising that requires the entry of fire protection or other emergency response personnel into the fallout area or security perimeter, the display shall be halted until the situation is resolved and the area is once again clear.

m. Operators and assistants shall use only flashlights, electric lighting, or other nonincendive illumination such as chemiluminescent devices for illuminating the firing area and the ready box area.

5. General

- a. The display of fireworks, including proximate audience displays and pyrotechnic special effects in motion picture, television, theatrical, and group entertainment productions, shall comply with Section 3308 of the International Fire Code (IFC), and NFPA 1123 or NFPA 1126.
- b. Prior to issuing permits for a fireworks display, plans for the display, inspections of the display site and demonstrations of the display operations shall be approved. A plan establishing procedures to follow and actions to be taken in the event that a shell fails to ignite in, or discharge from, a mortar or fails to function over the fallout area or other malfunctions shall be provided to the fire code official.
- c. The storage of fireworks at the display site shall comply with the requirements of Section 3308 of the IFC, and NFPA 1123 or NFPA 1126.
- d. Beginning as soon as fireworks have been delivered to the display site, they shall not be left unattended.
- e. Fireworks shall be kept dry after delivery to the display site.
- f. Shells shall be inspected by the operator or assistants after delivery to the display site. Shells having tears, leaks, broken fuses or signs of having been wet shall be set aside and shall not be fired. Aerial shells shall be checked for proper fit in mortars prior to discharge. Aerial shells that do not fit properly shall not be fired. After the display, damaged, deteriorated or dud shells shall either be returned to the supplier or destroyed in accordance with the supplier's instructions and Section 3304.10 of the IFC.

COMPLIANCE REQUIREMENTS

The successful vendor will be required to obtain and submit the following requirements to the Town on an annual basis prior to commencement of fireworks display:

- 1. Application for Class B Fireworks (Fireworks 1.3G)
- 2. Public Display Permit or License Site Inspection Certification
- 3. Permit from the Texas Commission of Fire Protection
- 4. Obtain a permit from the Fire Marshal's Office. Provide applicable State documentation including a shot list of items.
- 5. Provide a site plan indicating safety zones and safety perimeter distances.
- 6. Provide the arrival time and location of fireworks build-up

EXPERIENCE

Preference will be given to vendors who have verifiable experience in providing same or similar scope of work and performance.

INSURANCE

All Proposers must submit with the proposal, proof of insurance coverage as indicated in the insurance requirements. Proof shall be by submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage.

EVALUATION

This section lists the criteria to be considered in evaluating the ability of the firms interested in providing the services specified to be considered for award. Specific responses to each must be uploaded to the e-procurement system. It is the responsibility of the proposer to ensure all forms and proposal documents have been uploaded. Vendors that have not submitted all required documentation and forms will be considered unresponsive.

It is expected that the successful firm will exceed the following minimum qualifications. Firms shall:

1. Have provided services similar to those specified herein to at least five (5) clients in the past three (3) years; and,

Proposals will be evaluated and scored as follows:

Price 10 Points
Fireworks Display Package 50 Points
Experience 25 Points
Reference 15 Points

INSTRUCTIONS FOR RESPONDING TO THIS RFP.

The following items must be submitted. Documents may be uploaded in the eprocurement system, in the tab Response Attachments.

1. STATEMENT OF QUALIFICATIONS

Complete the form and upload to response attachments.

2. Proposed Fireworks Display Package

Attachment A must include but is not be limited to the following information.

- A. Objectives and length of the display
- B. The size and type of each shell fired and quantity Please break this down by Opening, Main Program and Finale Barrage.
- C. Explanation of artistic impression
- D. Firing method and plat plan (shells must be fired off of racks)
- E. Contingency plan for inclement weather

3. Licenses

Vendor must upload a copy of the Bidder's Pyrotechnic Operator's License from the Texas Commission on Fire Protection.

- 4. W9 Submit a completed form.
- 5. Conflict of Interest Submit a completed form.
- 6. Form 1295 Certificate of Interested Parties.

Town of Little Elm (Purchasing) Supplier Response

Bid Information	on	Contact In	formation	Ship to Information
Bid Creator	Dawn Berry Purchasing Agent	Address	Purchasing 100 W. Eldorado	Address
Email	dberry@littleelm.org		Little Elm, TX 75068	
Phone	(214) 975-0411	Contact	Dawn Berry, CPPB	Contact
Fax			Purchasing	
		Departme	nt	Department
Bid Number Title	2016-44 Addendum 2 Fireworks	Building		Building
Bid Type	RFP	Floor/Roor	n	Floor/Room
Issue Date	01/07/2016	Telephone	(214) 975-0411	Telephone
Close Date	1/28/2016 3:00:00 PM CT	Fax	,,	Fax
Need by Date		Email		Email
-			purchasing@littleelm.or	

Supplier Information

Company

Illumination Fireworks, LLC.

Address

1605 Crescent Circle

Suite 200

Carrollton, TX 75006

Contact

Accounting

Department Building Floor/Room

Telephone Fax 1 (972) 2457976 1 (972) 2457977

Email

craig@illuminationfireworks.com

Submitted

1/22/2016 1:12:24 PM CT

Total

\$37,900.00

Undersigned affirms that they have read and understand all requirements of this request. <P>
The undersigned affirms that they are duly authorized to sign and submit this response on behalf of the firm named in the submittal. <P>

Additionally, the undersigned confirms that the has not been prepared in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this type of business prior to the official opening of this proposal.

Signature Jason Love

Email jason@illuminationfireworks.com

Supplier Notes

We thank you for the opportunity to place this bid. We have enjoyed Little Elm's business in the past and look forward to the prospect of working with Little Elm again.

Bid Notes

We strongly request that bidders submit their response electronically. Electronic bidding will eliminate errors, eliminate unnecessary work, and is more friendly to the environment. Your cooperation is appreciated.

Bid Activities

Date	Name	Description
1/10/2015 8:00:00 AM	Week 1 Advertisement	Denton Record Chronicle
1/17/2015 8:00:00 AM	Week 2 Advertisement	
1/23/2015 12:00:00 PM	Questions	All questions must be submitted by the date and listed to receive a response.
2/11/2015 5:00:00 PM	Agenda Due	
2/17/2015 6:00:00 PM	Council Approval	Town Hall Council Chambers

Bid Messages

ease review the following and respond v	Note	Response
		Тебронов
T&C Acknowledgement	I have read and agree to the terms and conditions of this bid.	Agreed
Bid Acknowledgement	Bidder affirms that they have read and understand all requirements of this proposal. Additionally, the bidder affirms that they are duly authorized to execute this contract and that this company has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the bidder nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this type of business prior to the official opening of this proposal.	Agreed
Questions	All questions shall be addressed to Dawn Berry, Purchasing Agent via email at purchasing@littleelm.org.	Agree
Conflict of Interest	Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose any information about the vendor's or person's affiliation or business relationship that might cause a conflict of interest with the local government entity.	(No Response Required)
Form 1295 Certificate of Interested Parties	Texas Law requires a vendor that is awarded a contract by the Town Council or that exceeds \$1,000,000 must submit Form 1295 electronically to the Texas Ethics Commission.	ACK
	Further information is available at: TEC Form 1295	
Deviation	DEVIATIONS: In the event, you the Proposer, intend to deviate from the general terms, conditions, special conditions, specifications, or other information attached hereto, all such deviations must be detailed and uploaded in the RESPONSE ATTACHMENTS section of the e-pro system with the description DEVIATION.	None
	NO DEVIATIONS: In the absence of any deviation, Proposer assures the Town of Little Elm's compliance with the Terms, Conditions, Specifications, and information contained in this RFP.	

7	Insurance	Vendor shall provide insurance as listed in the insurance requirements attached.	Understood
8	Alternate Items	Variations from the specification may be acceptable provided such differences are noted on the bid and detailed specifications uploaded for review.	Agreed
		 Any substitutions from the brand name mentioned must be proved to be equal and may be considered for award by the Purchasing Agent and requesting department, if so proven. 	
9	County	What county is your principal place of business located?	Dalfas, County
10	Immigration	Employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the US) and aliens authorized to work in the US. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.	(No Response Required)
11	Variation from Specification	Variations from the Specifications may be acceptable provided such differences are noted on the bid and are deemed to be advantageous to the Town.	(No Response Required)
12	Laws and ordenances	The Contractor shall at all times observe and comply with all Federal, State, and local laws, ordinances and regulations which in any manner affect the Contract or the work.	Understood
13	Payment Terms	The Town of Little Elm's payment terms are Net 30.	Agreed
14	Change Orders	No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Town of Little Elm.	Agreed
15	AWARD OF CONTRACT	The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance, Performance and Payment Bonds and have been approved by the City of Lancaster and he/she has received notice to proceed in writing and an executed copy of the contract from the City of Lancaster.	Agreed
16	Payment by Credit Card	Does your firm accept payment by credit card/procurement card (pcard)?	No
17	Payment Discount	Does your firm offer a discount for prompt payment?	No
18	Discount - Payment by Credit Card	What is your prompt payment discount if paid by Credit Card?	N/A
19	Discount - Payment by Check	What is your prompt payment discount if paid by check?	N/A

20	Reciprocal Information 1	The Town of Little Elm, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a non-resident bidder unless the non-resident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located (Article 601g v.t.c.s.). Bidder shall answer all the following questions by encircling the appropriate response or completing the blank provided.	Texas
21	Reciprocal Information 2	For Businesses not located in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?	N/A
22	Reciprocal Information 3	If Yes, What is the dollar increment or percentage?	N/A
23	Annual Contract	This agreement will contain a fixed pricing structure for the term of the agreement. Quantities shown are estimates and NOT a commitment to buy any specific quantity. Orders will be placed on a non-exclusive, "as needed", basis. Orders placed by the Town of Little Elm will be done with a purchase order.	Agreed
24	Price Increases	Prices are firm for the first year. Any price increase after year one, must be justified and documentation submitted. Price increases may not exceed the current Consumer Price Index (U) for the D/FW Region.	Agree
25	Response Term	Responses shall be valid for ninety (90) calendar days after the opening date and shall constitute an irrevocable offer to the City of Lancaster for the 90 calendar day period. The 90 calendar day period may be extended by mutual agreement of the parties.	Agree
26	Terminology	Throughout this document, the terms Contractor, Bidder, Proposer, and/or Vendor may be used interchangeably. Reference to any of these terms throughout this document should be construed by the reader as meaning any bidder for the products/services being requested (e.g., Bidder, Proposer); or the bidder who has been awarded a bid/RFQ or contract (e.g., Contractor, Vendor).	Agree
27	Addendum 1	Additional information has been added to line 2 of the line items	ACK
28	Addendum 2	Please acknowledge addendum 2.	ACK

Lir	e Item	S			
#	Qty	UOM	Description		Response
1	1	EA	Total for July 4 show		\$25,000.00
	Item N	lotes:			
	Suppli	er Notes:			
2	1	EA	Total for Big Easy Event		\$3,540.00
	Item N	otes: Inc	lude flame arch (5 flame units minimum) with LED lighting.		
	Suppli	er Notes:			
3	1	EA	Total for Christmas Tree Lighting		\$9,360.00
	item N	otes:			
	Supplie	er Notes:			
				Response Total:	\$37,900.00
_					



Purchasing

100 West Eldorado Parkway Little Elm, TX 75068 Phone: 214-975-0411

Fax: 972-377-5540

Addendum 1 2016-44 Fireworks

The opening date has not been changed.

Line item 2 for the Big Easy Event has been updated to include the following:

Include flame arch (5 flame units minimum) with LED lighting.

Registered Location(s):

CARROLLTON TX 75006-3500 1605 CRESCENT CIR STE 200

FWD-0111

Registration Number

Expiration Date: 01-29-2017

EFFECTIVE DATE: 01-29-2009

FIREWORKS DISTRIBUTOR'S LICENSE

TEXAS DEPARTMENT OF INSURANCE

Issued To:

DATE ISSUED: December 11, 2015

ILLUMINATION FIREWORKS, LLC

Chie Comes

Chris Connealy, State Fire Marshal

SF081 | 0115

To receive news and updates from the SFMO concerning Fire Industry Licensing, sign up for the SFMO Licensing eNews Update at http://www.tdi.texas.gov/alert/esfmolicensing.html

ILLUMINATION FIREWORKS, LLC. 1605 CRESCENT CIR STE 200 CARROLLTON TX 75006-3500



Purchasing

100 West Eldorado Parkway Little Elm, TX 75068 Phone: 214-975-0411

Fax: 972-377-5540

Addendum 2 2016-44 Fireworks

1. The opening date has not been changed.

- 2. Page 1 of the Specification Scope of service item 1 Specification indicates that the July 4th show will be fired from the paved soccer parking area. This is incorrect. The show should be fired from the open space on the NW side of the park. Please refer to page 8 of the open records request document.
- 3. An open records request was submitted for information regarding prior year events. The information requested is listed below and the response is attached for your review

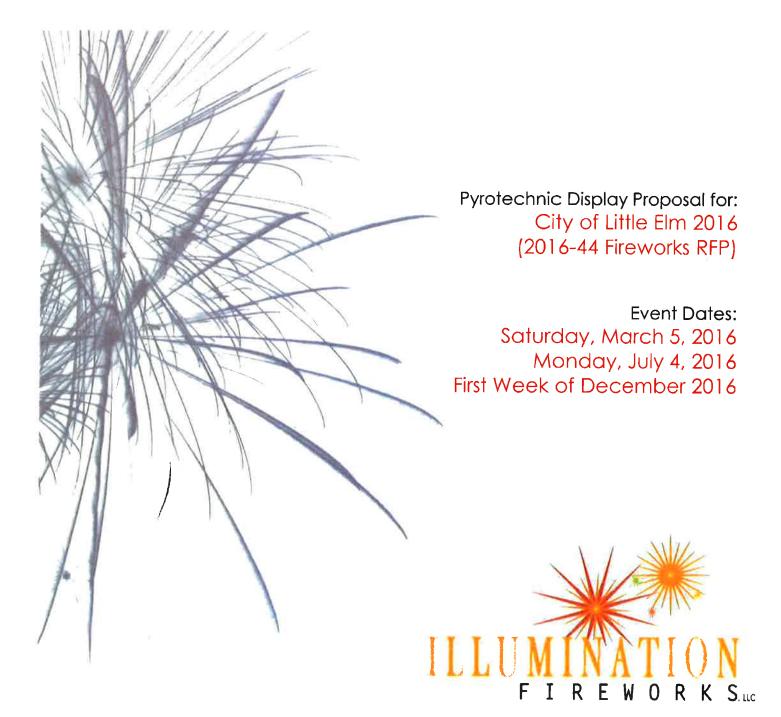
This open records request is for fireworks programs purchased by the town of Little Elm during 2014 & 2015.

Specifically, the following information for the following shows:

- 1. Independence Day (2014 & 2015)
- 2. Holiday Tree Lighting (2014 & 2015)
- 3. 5K Event (2014 & 2015)

For Each:

- 1. Date
- 2. Price
- 3. Winning Proposal/Agreement
 - o Site Plan
 - Shell/Product recap with size & quantity



PYROTECHNICS • CONFETTI • LASERS • CO2 EFFECTS • STREAMERS • FLAMES









Thank you for considering Illumination Fireworks as your fireworks, pyrotechnics, and special effects provider. Please read through the enclosed information to learn about our company and find out why event producers around the country rely on Illumination Fireworks to deliver nothing but the most exciting visual entertainment imaginable.

TECHNOLOGY

Fireworks and special effects can be performed utilizing a variety of firing methods. We invest in the latest digital firing equipment that can handle even the most complicated productions. Our latest computer firing systems are capable of synching fireworks or other effects to music within 1/1000th of a second accuracy. Combine this technology with our wireless firing capability and we're able to fire anything, anywhere, anytime.

SAFETY

Our number one priority is the safety of everyone in attendance at your event. We will never consider firing and effect that may be unsafe in any way. We diligently follow all Federal, State, and Local laws and regulations. All of our technicians are experienced and receive training regularly, year-round.

Insurance

In addition to having one of the best safety records in our industry, we also provide the best insurance coverage. Our \$10,000,000 policy covers our operations with the ability to add the client and venue as additional insured for added benefit and protection.







AMAZING CLIENTS

We're proud to work with companies and organizations that expect the best.

University of North Texas

Southern Methodist University

Oklahoma City University

Baylor University

Mary Kay Cosmetics

Central Market

Beal Bank

Honda

ESPN

Domni Hotels

Dodge

Party City

FC Dallas Professional Soccer
Gaylord Texan Resort
NCAA Football and Soccer
Clear Channel Communications
American Drag Racing League
Perot Museum of Nature and Science

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Price and Value

Budget is always an important factor for any organization. Consistently, we have been able to deliver more "bang for the buck" through innovation and exceptional logistics. We strive to simplify our processes all while delivering more to your event.

Quality and Design

Not all fireworks are created equally. Our dedication to quality is evident in our displays. Each year we work with our suppliers to provide the most symmetrical bursts and brightest, most intense colors. Each effect is tested multiple times before used at an event. In all cases, we know what we are promising and are able to deliver exactly that.

Our world-class fireworks show designers use special computer choreography software that allows them to preview each show so they ensure you'll have the perfect display. Paired with our huge inventory of magnificent effects, our show designers have all of the tools to paint your sky with an amazing display.

Customer Service

Our current customers always enjoy the topnotch customer service they receive. As a family-owned company, we give individual attention to each show and strive to meet the needs of each and every event. Our operations take out the possibility for miscommunication by limiting the number of different people handing your show. In fact, how many other companies can you call and reach the owner 24 hours a day, 7 days a week? Our competition doesn't provide that service, but we're proud to.

Planning and Logistics

Operating 24/7 and 365 days a year isn't easy. We've invested in back-end software that allows our staff to track the details of each show we produce and each venue we work in. This means our company database provides our staff with current, up to date information regarding your show and any notes that were made during the planning process. These notes are shared company-wide to ensure a seamless production process, setting your event up for true success.

2016 City of Little Elm Fireworks Display RFP

We at Illumination Fireworks, LLC thank you for the opportunity to present this bid for your annual fireworks displays including the Big Easy 5K, Independence Day, and Christmas Tree Lighting.

Display Packages:

Illumination strives to entertain your guest with an exciting and engaging pyrotechnic display. We import only high quality product from respected vendors to use in our displays along with the latest state of the art systems to design and conduct your display. From office staff to show designers, the warehouse crew that preps your display to the onsite show crew, we work together as a team to ensure a successful display.

Your display will be custom designed to meet your display requirements while paying special attention to guest location, attendance, event theme & soundtrack (if applicable). We will design, implement, install, perform and tear down the displays in an efficient and timely manner. We will coordinate the displays with the Little Elm Fire Marshal, Little Elm Police Department and the Contract Manager as needed to ensure successful displays.

Big Easy – 5K:

For a fee of \$3,540.00, our proposed effects will be five (5) flame units mounted onto a truss arch with two (2) LED par can lights. The effects will be utilized for the start/finish line of the 5K and will be fired upon cue. The effects are suitable for rain and only high winds, lightning or other dangerous weather will affect the effects. Illumination Fireworks will supply the music, which will be approved and coordinated with Little Elm and played by client's sound vendor.



Independence Day:

For a fee of \$25,000.00, our proposed display will be a High Level, 1.3G, Fireworks Display using shell sizes ranging from 3" to 8". Duration of the display will approximately twenty (20) minutes. The show will be cued and fired from the paved soccer parking area just east of the park property. The display will be computer designed and fired electronically upon command. The display can be weather proofed and only high winds, lightning or other dangerous weather will affect the show. Illumination Fireworks will supply the music, which will be approved and coordinated with Little Elm and played by client's sound vendor.



Independence Day Estimated Shell Count

Main Body		<u>Fin</u>	ale
Qty. 144	3" Shells	Qty. 180	
Qty. 144	4" Shells	Qty. 216	4" Shells
Qty. 108	5" Shells	Qty. 60	5" Shells
Qty. 43	6" Shells		
Qty. 12	8" Shells		

Illumination reserves the right to substitute display shells, both in size and type, for those of an equal or higher value based upon product availability, display site safety requirements, and overall show design.

The display colors will be selected from pink, lemon, orange, purple, silver, green, red, blue, and yellow, and patterns will be selected from chrysanthemums, peonies, crossettes, willows, brocades, and more. Shell heights will range from 210' to 800' depending on the size of shell.

Illumination Display Choreography

Opening Segment

The opening scene of your show is one of the most important segments of the display. Our goal is to grab the audience's attention and fill them with excitement as we set the tone, pace, and feel for the rest of the program. This is traditionally established through a barrage of special effects paired with an assortment of aerial shells.

Approx. 30-45 secs.

Main Body

After your audience is fully enthralled in the spectacle of the opening segment, we transition into the main body of the display. Our expert design team will show their creativity as we present a progression of scenes that we design specifically for you and your show. From glittering chrysanthemums to crackling palm trees, color-changing brocades to the iconic smiley face shells, each element is hand-picked through our state-of-the-art choreography program to keep your wide-eyed audience gasping in awe.

Approx. 16-18 mins.

Grand Finale

The grand finale is the culmination of every fireworks display. This is the segment of the show that your audience will remember above everything else. Careful design and product selection are vital components of the process we use to customize your grand finale. Chains of thunderous salutes, golden willows and a variety of other effects will linger in the air and have your audience cheering for more.

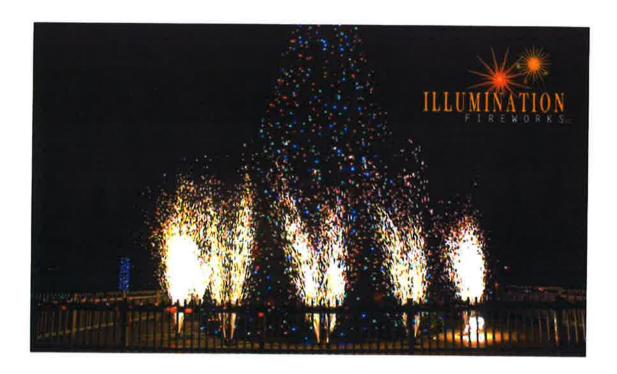
Approx. 45-75 secs.



Christmas Tree Lighting:

For a fee of \$9,360.00, our proposed display will be a Close Proximity and a Standard Medium Level, 1.4G, Fireworks Display. Duration of the display will be thirty (30) seconds to one (1) minute for the Close Proximity around the tree, and two (2) to three (3) minutes for the Premium Medium Level Fireworks Display. The show will be cued and fired from multiple positions around the tree within the city provided barrier and from a secondary location, which will be determined with City of Little Elm. The display will be computer designed and fired electronically upon command. The display can be weather proofed and only high winds, lightning or other dangerous weather will affect the show. Illumination Fireworks will supply the music, which will be approved and coordinated with Little Elm and played by client's sound vendor.

Illumination reserves the right to substitute display shells, both in size and type, for those of an equal or higher value based upon product availability, display site safety requirements, and overall show design.



The effects around the tree will be fired from multiple positions and will include gerbs, comets, and mines in a variety of colors. The secondary display will have patterns to be selected from chrysanthemums, peonies, crossettes, willows, brocades, and more, in a variety of colors. Shell Heights will range from 35' to 200' depending on the size of shell.

Illumination Display Choreography

Opening Segment

The opening scene of your show is one of the most important segments of the display. Our goal is to grab the audience's attention and fill them with excitement as we set the tone, pace, and feel for the rest of the program. This will be established through an array of effects around the Christmas tree, to be followed by the aerial display.

Approx. 15-25 secs.

Main Body

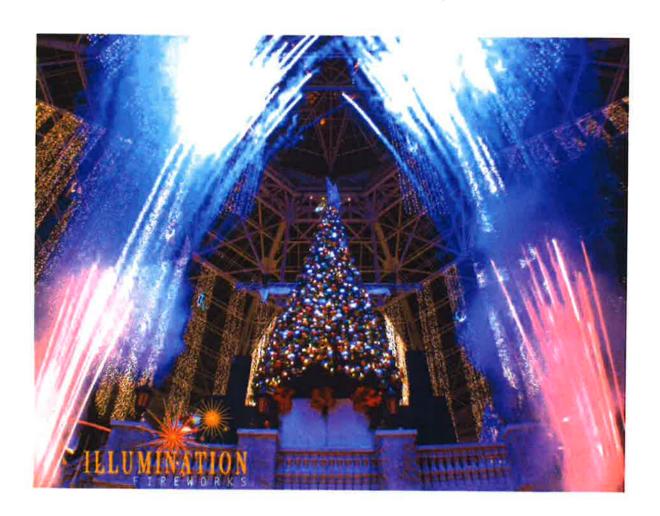
After your audience is fully enthralled in the spectacle of the opening segment, their attention will be drawn to our secondary location where a beautiful fireworks display will commence. Our expert design team will show their creativity as we present a progression of scenes that we design specifically for you and your show. From glittering chrysanthemums to crackling palm trees, to color-changing brocades and more, each element is hand-picked through our state-of-the-art choreography program to keep your wide-eyed audience gasping in awe.

Approx. 1-2 mins.

Grand Finale

The grand finale is the culmination of every fireworks display. This is the segment of the show that your audience will remember above everything else. Careful design and product selection are vital components of the process we use to customize your grand finale. Chains of thunderous salutes, golden willows and a variety of other effects will linger in the air and have your audience cheering for more.

Approx. 20-30 secs.



Qualifications -

Overall Experience – Now in our 9th year of operation, Illumination Fireworks started as a father and son business and has earned a reputation for professionalism and attention to detail. From simple beginnings, Illumination has grown to perform hundreds of displays across Texas and the U.S. each year. We have expanded our services to become a full service pyrotechnic display and special effect company with the addition of flame effects, lasers, cryo jets, fog and atmospheric effects in addition to a full selection of confetti / streamer equipment. We have performed our services for a wide range of clients from cities large and small to hotels and convention centers and from corporate events to small private functions. We are large enough to get the job done, but still small enough that you can reach the owners anytime.

Experience – Illumination Fireworks works with many respected clients from sports teams to corporate clients to cities large and small, to help them enhance their guest's experience. From High Level fireworks displays to confetti for a trophy presentation we can assist. We are well versed in conducting multiple displays on any given day.

Current and Past Clients Include:

City of Rockwall, TX City of Corpus Christi City of Houston FC Dallas Soccer Team

Baylor University

Oklahoma City University

Emirates Airlines

JC Penny

Four Seasons Irving The Salvation Army

Perot Museum of Nature and Science

City of Frisco, TX City of Grapevine City of Southlake

Southern Methodist University

ESPN Bowl Games

Sam's Club Dodae

Gaylord Texan Resort La Quinta Hotels

Dallas Arboretum

Experience of staff – Illumination hires and trains our own staff members, from the owners, office staff and production staff and lead technicians down to the assistant crew members everyone is on the same page and dedicated to safely conducting your display and making sure you receive the full value of your entertainment monies spent with us. All Lead Technicians are state licensed and trained in house following established guidelines and procedures.

Staff Highlights:

David Rosenbaum, President – State Licensed Fireworks Pyrotechnics Operator, Special Effects Operator and Flame Effects Operator. Lead Show Designer. David provides consulting services for numerous companies across the United States and South America. David has performed thousands of professional displays.

Steve Rosenbaum, Vice President – State Licensed Fireworks Pyrotechnics Operator and Special Effects Operator. Steve has performed thousands of professional displays.

Craig Rosenbaum, Chief Financial Officer – State Licensed Fireworks Pyrotechnics Operator, Special Effects Operator and Flame Effects Operator. CDL Class C with Hazmat. Craig has performed hundreds of professional displays.

Jason Love, General Manager – State Licensed Fireworks Pyrotechnics Operator, Special Effects Operator and Flame Effects Operator. CDL Class B with Hazmat. Assistant Show Designer. Jason has performed hundreds of professional displays.

Aaron Bentler, SPFX Operations Manager – State Licensed Fireworks Pyrotechnics Operator, Special Effects Operator and Flame Effects Operator. Aaron has performed hundreds of professional displays.

Chris Edwards, Fireworks Operations Manager – State Licensed Special Effects Operator. Chris has performed hundreds of professional displays.



Summary:

Big Easy - 5K:

For a fee of \$3,540.00, our proposed effects will be five (5) flame units mounted onto a truss arch with two (2) LED par can lights.

Independence Day:

For a fee of \$25,000.00, our proposed display will be a **High Level**, **1.3G**, **Fireworks Display using shell sizes ranging from 3" to 8"**. Duration of the display will approximately **twenty (20) minutes**.

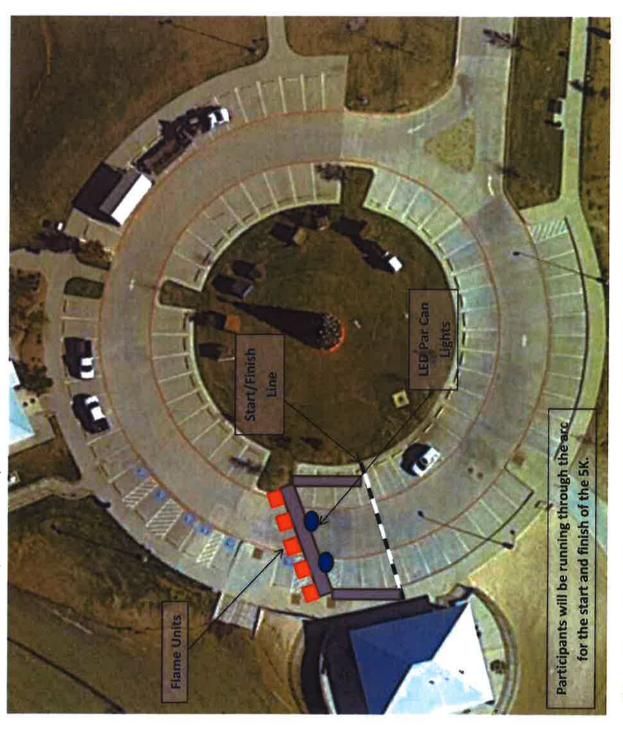
Christmas Tree Lighting:

For a fee of \$9,360.00, our proposed display will be a Close Proximity and a Premium Medium Level, 1.4G, Fireworks Display. Duration of the display will be thirty (30) second to one (1) minute for the Close Proximity around the tree, and two (2) to three (3) minutes for the Premium Medium Level Fireworks Display.

Grand Total: \$37,900.00



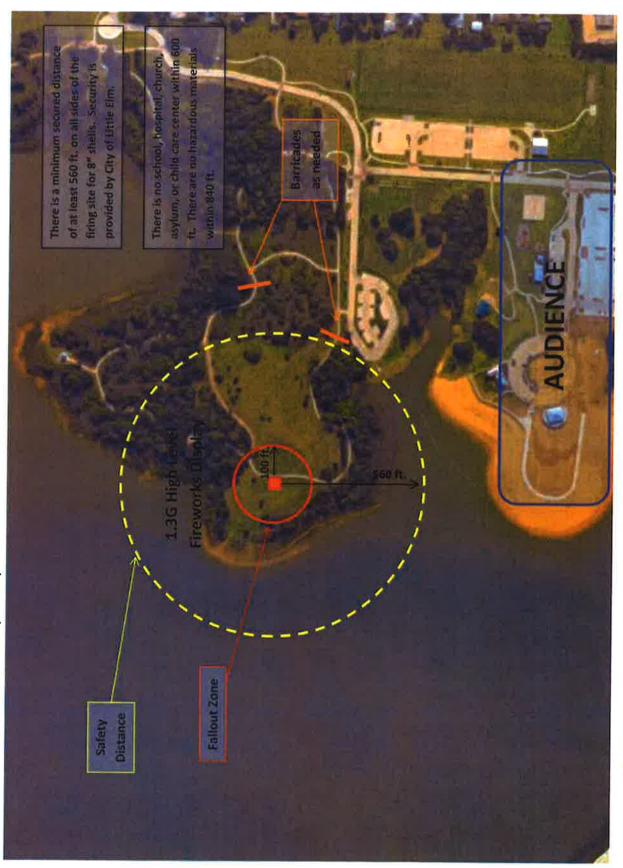
Tentative Little Elm Big Easy – 5K Siteplan





PYROTECHNICS • FLAMES • LASERS • FIREWORKS • CONFETTI • FOG 1605 Crescent Circle, Suite 200, Carrollton, Texas 75006 Phone: 972-245-7976 | Fax: 972-245-7977 | IlluminationFireworks.com

Tentative Little Elm 4th of July Siteplan





PYROTECHNICS • FLAMES • LASERS • FIREWORKS • CONFETTI • FOG 1605 Crescent Circle, Suite 200, Carrollton, Texas 75006 Phone: 972-245-7976 | Fax: 972-245-7977 | IlluminationFireworks.com



PYROTECHNICS • FLAMES • LASERS • FIREWORKS • CONFETTI • FOG

1605 Crescent Circle, Suite 200, Carrollton, Texas 75006 Phone: 972-245-7976 | Fax: 972-245-7977 | IlluminationFireworks.com



Finance Department

Karla Stovall, Chief Financial Officer

Phone: 214-975-0415 kstovall@littleelm.org

TOWN COUNCIL REGULAR AGENDA

Date March 1, 2016

PROJECT

Discussion and action approving Ordinance No. 1314, amending the FY 2015-2016 Annual Budget in accordance with existing statutory requirements; appropriating the various amounts herein; repealing all prior Ordinances and actions in conflict herewith; and providing for an effective date. (Denton ISD)

BACKGROUND

The city charter requires that when the budget is amended that the amendment be by ordinance. The budget amendments include an increase to the budget appropriations for Fiscal Year 2016.

With the near completion of the Denton ISD Braswell High School and recent annexation of land that includes Navo Middle School, the need for two (2) School Resource Officer (SRO) positions has arisen.

Denton ISD protocol requires an SRO in each of the Middle School and High School campuses. The positions will be staffed and managed by the Little Elm Police Department and the Inter-local Agreement between the parties provides that Denton ISD will fund 75% of the costs associated with the officers and the Town of Little Elm will fund 25% of the costs. Denton ISD will fully fund the cost of one (1) fully equipped police vehicle. Total cost for twelve (12) months \$199,374.18 (\$160,940.14 of that reimbursed by Denton ISD). The contract commences on July 1, 2016 with only 25% of the fiscal year remaining. Amendment includes 3 months of the personnel expenses and the vehicle purchase.

RECOMMENDED ACTION

Staff recommends approval of Ordinance No. 1314 amending the FY 2015-2016 Annual Budget of appropriations as presented.

ATTACHMENTS

Ordinance No.1314 Exhibit A

ORDINANCE NO. 1314

AN ORDINANCE OF THE TOWN COUNCIL OF LITTLE ELM, TEXAS ("TOWN"), AUTHORIZING CERTAIN BUDGET AMENDMENTS PERTAINING TO THE FISCAL YEAR 2015-2016 BUDGET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town is required by the Town Charter to approve a budget amendment by ordinance and upon approval such amendment shall become an attachment to the original budget; and

WHEREAS, a budget amendment has been prepared for certain appropriations and expenditures in the 2015-2016 Budget and submitted to the Town Council for approval and a true and correct copy is attached as Exhibit A.

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

SECTION 1. Pursuant to the Town Charter requirements of the Town of Little Elm, Texas, in the year 2015-2016, a Budget Amendment attached as Exhibit A is hereby authorized and approved.

SECTION 2. This Ordinance shall take effect immediately from and after its passage as the law in such cases provides.

day of	D by the Town Council of the Town of Little Elm, Texas this the, 2016.
	APPROVED:
	David Hillock Mayor
ATTEST:	
Kathy Phillips	

Town Secretary

Exhibit A - Page 1 of 1

Expenditure	Amount	Description	Offset
112-61xx-30-00	\$38,435	Personnel Costs for two School Resource Officers.	Revenue – 112- 5686-00-00 \$28,825
112-6630-30-00	\$45,638	Capital Outlay - Vehicle	Revenue – 112- 5686-00-00 \$45,638



Finance Department

Karla Stovall, Chief Financial Officer

Phone: 214-975-0415 kstovall@littleelm.org

TOWN COUNCIL REGULAR AGENDA

Date March 1, 2016

PROJECT

Discussion and action approving Ordinance No. 1315, amending the FY 2015-2016 Annual Budget in accordance with existing statutory requirements; appropriating the various amounts herein; repealing all prior Ordinances and actions in conflict herewith; and providing for an effective date. (Little Elm ISD)

BACKGROUND

The city charter requires that when the budget is amended that the amendment be by ordinance. The budget amendments include an increase to the budget appropriations for Fiscal Year 2016.

The Little Elm ISD School Board of Trustees recently approved additional staffing of law enforcement personnel to campuses within their District and the subsequent funding to provide for them. These three (3) new positions are in addition to the two (2) SROs currently in place. The positions will be staffed and managed by the Little Elm Police Department. The Inter-local Agreement between the Parties provides that Little Elm ISD will fund 75% of the costs associated with the four (4) School Resource Officers and the School Resource Officer Sergeant. The Town of Little Elm will fund the remaining 25% of the costs. Little Elm ISD will also fully fund the cost of two (2) fully equipped police vehicles. The contract begins on July 1 and the budget amendment will be applicable to the new additional personnel not already included in the annual budget. These additional personnel costs will be incurred for only ¼ of the fiscal year 2015-2016 and the purchase price of two vehicles.

RECOMMENDED ACTION

Staff recommends approval of Ordinance No. 1315 amending the FY 2015-2016 Annual Budget of appropriations as presented.

ATTACHMENTS

Ordinance No.1315 Exhibit A

ORDINANCE NO. 1315

AN ORDINANCE OF THE TOWN COUNCIL OF LITTLE ELM, TEXAS ("TOWN"), AUTHORIZING CERTAIN BUDGET AMENDMENTS PERTAINING TO THE FISCAL YEAR 2015-2016 BUDGET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town is required by the Town Charter to approve a budget amendment by ordinance and upon approval such amendment shall become an attachment to the original budget; and

WHEREAS, a budget amendment has been prepared for certain appropriations and expenditures in the 2015-2016 Budget and submitted to the Town Council for approval and a true and correct copy is attached as Exhibit A.

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

SECTION 1. Pursuant to the Town Charter requirements of the Town of Little Elm, Texas, in the year 2015-2016, a Budget Amendment attached as Exhibit A is hereby authorized and approved.

SECTION 2. This Ordinance shall take effect immediately from and after its passage as the law in such cases provides.

day of	
	APPROVED:
	David Hillock Mayor
ATTEST:	
Kathy Phillips	

Town Secretary

Exhibit A – Page 1 of 1

Expenditure	Amount	Description	Offset
112-61xx-30-00	\$62,685	Personnel Costs for (2) school resource officers and (1) Sergeant.	Revenue – 112- 5686-00-00 \$47,015
112-6630-30-00	\$91,276	Capital Outlay - 2 Vehicles	Revenue – 112- 5686-00-00 \$91,276



Finance Department

Karla Stovall, Chief Financial Officer

Phone: 214-975-0415 kstovall@littleelm.org

TOWN COUNCIL REGULAR AGENDA

Date March 1, 2016

PROJECT

Discussion and action approving Ordinance No. 1316, amending the FY 2015-2016 Annual Budget in accordance with existing statutory requirements; appropriating the various amounts herein; repealing all prior Ordinances and actions in conflict herewith; and providing for an effective date. (Denton #8-C)

BACKGROUND

The city charter requires that when the budget is amended that the amendment be by ordinance. The budget amendments include an increase to the budget appropriations for Fiscal Year 2016.

The Little Elm Police Department has provided law enforcement services to the Denton County Fresh Water Supply District #8-C since 2012. The Police Department seeks to continue providing services on a renewed 5 year Inter-local Agreement. The agreement includes provisions for the District to provide for the salaries and benefits for two (2) full time police officers, fees for administrative police services and the cost of one (1) fully equipped police vehicle as invoiced. Budget Amendment is for ½ of fiscal year and vehicle purchase price.

RECOMMENDED ACTION

Staff recommends approval of Ordinance No. 1316 amending the FY 2015-2016 Annual Budget of appropriations as presented.

ATTACHMENTS

Ordinance No.1316 Exhibit A

ORDINANCE NO. 1316

AN ORDINANCE OF THE TOWN COUNCIL OF LITTLE ELM, TEXAS ("TOWN"), AUTHORIZING CERTAIN BUDGET AMENDMENTS PERTAINING TO THE FISCAL YEAR 2015-2016 BUDGET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town is required by the Town Charter to approve a budget amendment by ordinance and upon approval such amendment shall become an attachment to the original budget; and

WHEREAS, a budget amendment has been prepared for certain appropriations and expenditures in the 2015-2016 Budget and submitted to the Town Council for approval and a true and correct copy is attached as Exhibit A.

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

SECTION 1. Pursuant to the Town Charter requirements of the Town of Little Elm, Texas, in the year 2015-2016, a Budget Amendment attached as Exhibit A is hereby authorized and approved.

SECTION 2. This Ordinance shall take effect immediately from and after its passage as the law in such cases provides.

_day of, 2016.	
	APPROVED:
	David Hillock Mayor
	Wayor
ATTEST:	
ATTEST.	

Town Secretary

Exhibit A - Page 1 of 1

Expenditure	Amount	Description	Offset
112-61xx-30-00	\$96,695	Personnel Costs for two (2) fulltime police officers ½ a fiscal year and Personnel administrative costs.	Revenue – 112- 5686-00-00
112-6630-30-00	\$45,638	Capital Outlay - Vehicle	Revenue – 112- 5686-00-00



Finance Department

Karla Stovall, Chief Financial Officer

Phone: 214-975-0415 kstovall@littleelm.org

TOWN COUNCIL REGULAR AGENDA

Date March 1, 2015

PROJECT

Consider all matters incident and related to approving and authorizing publication of notice of intention to issue certificates of obligation, including the adoption of a resolution 03011601 pertaining thereto and discuss any refunding opportunities that could generate interest rate savings for the Town.

BACKGROUND

The "Notice of Intent" process is a mechanism to allow the citizens of Little Elm the opportunity to be informed about the above projects and the Town's intent to solicit funding for said projects.

The Notice will be published in the Denton Record Chronicle for two consecutive weeks. At least 31 days after the first publication, Town Council will consider an Ordinance authorizing the sale of the Certificates and the Bonds

The resolution authorizes and directs the Town Secretary to publish a notice of the Council's intention to issue Combination Tax and Revenue Certificates of Obligation, Series 2016 for Utility Infrastructure projects and authorizes SAMCO, Bond Counsel and Town officials to proceed with the issuance process for the certificates and the bonds.

RECOMMENDED ACTION

Staff recommends approval of Resolution 03011601 authorizing publication of notice of intention to issue certificates of obligation.

ATTACHMENTS

Notice of Intention Resolution 03011601 and Exhibit for Publication

RESOLUTION NO. 03011601

A RESOLUTION approving and authorizing publication of notice of intention to issue certificates of obligation.

WHEREAS, the Town Council of the Town of Little Elm, Texas, has determined that certificates of obligation ("Certificates") should be issued under and pursuant to the provisions of Subchapter C of Chapter 271 of the Texas Local Government Code, as amended (the "Act"), for the purpose of paying contractual obligations to be incurred for (i) improvements and extensions to the Town's Waterworks and Sewer System, including the acquisition of land and rights-of-way therefor and (ii) professional services rendered in connection with the construction and financing of the foregoing project; and

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

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

<u>SECTION 1</u>: The Town Secretary is hereby authorized and directed to cause notice to be published of the Council's intention to issue certificates of obligation, in one or more series, in a principal amount not to exceed \$8,000,000 for the purpose of paying contractual obligations to be incurred for (i) improvements and extensions to the Town's Waterworks and Sewer System, including the acquisition of land and rights-of-way therefor and (ii) professional services rendered in connection with the construction and financing of the foregoing project; such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the Town's combined Waterworks and Sewer System. The notice hereby approved and authorized to be published shall read substantially in the form and content of **Exhibit A** hereto attached and incorporated herein by reference as a part of this resolution for all purposes.

<u>SECTION 2</u>: The Town Secretary shall cause the aforesaid notice to be published in a newspaper of general circulation in the Town, once a week for two consecutive weeks, the date of the first publication to be at least thirty-one (31) days prior to the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation.

<u>SECTION 3</u>: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Texas Government Code, Chapter 551, as amended.

<u>SECTION 4</u>: This Resolution shall be in force and effect from and after its passage on the date shown below.

[remainder of page intentionally left blank]

PASSED AND ADOPTED, this March 1, 2016.

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ATTEST:	Mayor	or	
Town Secretary			

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EXHIBIT A

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

TAKE NOTICE that the Town Council of the Town of Little Elm, Texas, shall convene at 6:00 o'clock P.M. on April 19, 2016, at the Little Elm Town Hall, 100 W. Eldorado Parkway, Little Elm, Texas, and, during such meeting, the Town Council will consider the passage of one or more ordinances authorizing the issuance of certificates of obligation in one or more series in an amount not to exceed \$8,000,000 for the purpose of paying contractual obligations to be incurred for (i) improvements and extensions to the Town's Waterworks and Sewer System, including the acquisition of land and rights-of-way therefor and (ii) professional services rendered in connection with the construction and financing of the foregoing project; such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the Town's combined Waterworks and Sewer System. The certificates are to be issued, and this notice is given, under and pursuant to the provisions of Subchapter C of Chapter 271 of the Texas Local Government Code, as amended.

Kathy Phillips Town Secretary Town of Little Elm, Texas

AGENDA INFORMATION SHEET:

COUNCIL

MEETING DATE: March 1, 2016

PROJECT: Real Estate Sales Contract between the LEISD and Little

Elm for 10.305 Acre sites (Bus Barn, Learning Center, and

Maintenance Office Properties)

DESCRIPTION: Staff has been working with the Town Attorney and Little Elm

ISD on a real estate sales contract to purchase the 10.305 acres within the Lakefront District to redevelop the bus barn, learning center, and maintenance office properties. The Town would pay the School District \$1 million in cash, be responsible to demo the sites, and do infrastructure improvements to Dickson Lane (paving, drainage, water, and sanitary sewer) and Hill Lane (water loop) of approximately \$1.5 million around the proposed bus barn site the school has selected at the southwest corner of

Dickson Lane and Hill Lane. As a condition of the sales contract the Town would lease back the existing bus barn site to the School District for 18 months with possible month to month

extensions. If the sells the property within five (5) years, any amount over \$1.5 million would be split with the School District 50/50. The property is to be redeveloped with increased capital

improvements to benefit the School District with increase

property tax revenue.

COST: \$1 million (Direct Costs)

Approximately \$500,000 in demo costs

Approximately \$1.5 million in improvements to Dickson

Lane and Hill Lane Water Improvements

FUNDING: General Fund (Direct Costs)

SCHEDULE: Agreement will be executed upon approval, approved by LEISD

at last board meeting.

RECOMMENDED ACTION:

Staff recommends Council approve Real Estate Sales

Contract between the LEISD and Little Elm for 10.305 Acre sites (Bus Barn, Learning Center, and Maintenance Office Properties) between the Town of Little Elm and Little Elm Independent School District and authorize the Town

Manager to execute for the same.

TOWN CONTACT: Jason W. Laumer, P.E.

Director of Development Services

JLaumer@littleelm.org

(214) 975-0473

ATTACHMENTS: 1. Real Estate Sales Contract

REAL ESTATE SALES CONTRACT BY AND BETWEEN LITTLE ELM INDEPENDENT SCHOOL DISTRICT AND TOWN OF LITTLE ELM, TEXAS

This **REAL ESTATE SALES CONTRACT** (hereinafter referred to as the "Contract") is made and entered into by and between the **LITTLE ELM INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas (hereinafter referred to as the "Seller") and the **TOWN OF LITTLE ELM, TEXAS**, a Texas home-rule municipality (hereinafter referred to as the "Buyer"), on the following recitals, terms and conditions:

WHEREAS, the Seller desires to sell and convey to the Buyer approximately 10.305 acres of land located within the Lakeshore Drive Addition, an addition located within the Town of Little Elm, Denton County, Texas, and as further described and/or depicted in *Exhibit A*, which is attached hereto and incorporated herein for all purposes; and

WHEREAS, Section 272.001(b)(5) of the Texas Local Government Code, as amended, authorizes the Seller to convey the land as further described and/or depicted in Exhibit A, which is attached hereto and incorporated herein for all purposes, to the Buyer without complying with the notice and bidding requirements contained in Chapter 272 of the Texas Local Government Code, because Buyer has the power of eminent domain provided that the land is not sold for less than the fair market value as determined by an appraisal obtained by the Seller; and

WHEREAS, the Seller and Buyer find and determine the cash purchase price paid by the Buyer to Seller as provided in this Contract, the installation by the Buyer of the Dickson Lane Improvements and the Hill Lane Water Improvements, and the demolition of improvements by the Buyer of certain structures located on the Property constitutes fair market value consistent with Chapter 272 of the Texas Local Government Code.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and Buyer agree as follows:

1. **PARTIES.** The parties to this Contract are Little Elm Independent School District, a political subdivision of the State of Texas, P.O. Box 6000, 300 Lobo Lane, Little Elm, Texas 75068 (hereinafter referred to as the "Seller"), and the Town of Little Elm, Texas, a Texas home-rule municipality, 100 W. Eldorado Parkway, Little Elm, Texas 75068 (hereinafter referred to as the "Buyer"). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Properties defined below.

2. PROPERTY.

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Initialed Buyer	Seller	

(a) LAND.

- (1) Being 5.060 acres of land consisting of Lot 1, Block B of the Lakeshore Drive Addition, an addition located within the Town of Little Elm, Denton County, Texas, and as further described and/or depicted in *Exhibit A*, which is attached hereto and incorporated herein for all purposes ("Bus Barn Property");
- (2) Being 4.915 acres of land consisting of Lot 2, Block A of the Lakeshore Drive Addition, an addition located within the Town of Little Elm, Denton County, Texas, and as further described and/or depicted in *Exhibit A*, which is attached hereto and incorporated herein for all purposes ("Learning Center Property"); and
- (3) Being 0.330 acres of land consisting of Lot 3, Block A of the Lakeshore Drive Addition, an addition located within the Town of Little Elm, Denton County, Texas, and as further described and/or depicted in *Exhibit A*, which is attached hereto and incorporated herein for all purposes ("Maintenance Office").
- (b) **IMPROVEMENTS.** The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following permanently installed and built-in items, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas and satellite dish system and equipment, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property owned by Seller and attached to the above described real property.
- (c) **ACCESSORIES.** The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, controls for satellite dish system, controls for garage door openers, entry gate controls, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, and artificial fireplace logs.
- (d) **EXCLUSIONS.** Seller reserves the right during the sale of the Property to remove certain accessories prior to delivery of possession.
- (e) **MINERALS. SAVE AND EXCEPT**, and there is hereby reserved unto Seller, its successors and assigns, all of Seller's interest in all oil, gas and other minerals in or under and that may be produced from the Property, together with the exclusive right, as between Seller and Buyer, to execute any oil, gas and/or other

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Initialed Buyer	Seller	

mineral leases ("Oil and Gas Leases"), and together with all royalties, rentals, bonuses and other payments and consideration from any and all Oil and Gas Leases now or hereafter existing with respect to the Property, and together with all other rights, title and interests appurtenant to the mineral estate (herein collectively called the "Mineral Estate"), subject, however, to Seller's waiver of its right to use the surface of the Property to drill, produce, treat and/or transport oil, gas or other minerals from the Mineral Estate (the "Surface Waiver"), to be set forth in the special warranty deed. It is the intent of the Seller and Buyer that, as between Seller and Buyer, Buyer shall have the exclusive use of the surface of the Property subject to rights of other owners of the Mineral Estate, if any.

The land, improvements, and accessories are collectively referred to as the "Property".

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4	- A	H (*)	PPI	. H.

(a)	Cash portion of Sales Price payable by Buyer at closing\$	1,000,000.00
(b)	Sales Price \$	1.000.000.00

4. **EARNEST MONEY.** Upon execution of this Contract by all parties, Buyer shall deposit \$ 10,000.00 as earnest money ("Earnest Money") with Kathy Cutler, as escrow agent, at Reunion Title, 777 East 15th Street, Plano TX 75074 (address). If Buyer fails to deposit the earnest money as required by this Contract, Buyer will be in default. Notwithstanding anything herein to the contrary, a portion of the Earnest Money in the amount of ONE HUNDRED AND NO/100 (\$100.00) DOLLARS (the "Option Fee") shall be non-refundable and shall be distributed to Seller at Closing or other termination of this Contract as full payment and independent consideration for Seller's performance under this Contract. If this Contract is properly terminated by Buyer pursuant to a right of termination granted to Buyer by any provision of this Contract, the Earnest Money, less the Option Fee, shall be promptly refunded to Buyer, and the parties shall have no further rights or obligations under this Contract (except for those which may expressly survive the termination). At Closing, the Earnest Money, excluding the Option Fee, shall be applied to the payment of the Sales Price. The Title Company shall deposit the Earnest Money in one or more fully insured accounts in one or more federally insured banking or savings institutions.

5. TITLE POLICY AND SURVEY.

(a) **TITLE POLICY.** Seller shall furnish to Buyer at Buyer's expense an owner policy of title insurance ("*Title Policy*") issued by <u>Reunion Title</u> ("*Title Company*") in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

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Initialed Buyer	Seller	

- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
- (2) The standard printed exception for standby fees, taxes and assessments.
- (3) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
- (4) Reservations or exceptions otherwise permitted by this Contract or as may be approved by Buyer in writing.
- (5) Building or zoning ordinances.
- (6) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
- (7) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements. Buyer, at Buyer's expense, may have the exception amended to read, "shortages in area".
- (b) **COMMITMENT.** Within fifteen (15) days after the Title Company receives a copy of this Contract, Seller shall furnish to Buyer a commitment for title insurance ("Commitment") and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment ("Exception Documents") other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 19. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to fifteen (15) days or the Closing Date, whichever is earlier.
- (c) **SURVEY.** The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer.
 - (1) Within fifteen (15) days after the Effective Date of this Contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance ("Affidavit"). If the existing survey or Affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at Buyer's expense no later than three (3) days prior to Closing Date. If Seller fails to furnish the existing survey or Affidavit within the time prescribed, Buyer shall obtain a new survey at Buyer's expense no later than three (3) days prior to Closing Date.
 - (2) At the closing, the metes and bounds description of the Property reflected in the Survey shall be used in the special warranty deed conveying title in the Property from Seller to Buyer and any other documents requiring a legal description of the Property.
- (d) OBJECTIONS. Buyer may object in writing to defects, exceptions, or

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Initialed Buyer	Seller	

	above;	brances to title: disclosed on the survey other than items 5(a)(1) through (7) disclosed in the Commitment other than items 5(a)(1) through (7) above; ch prohibit the following use or activity:			
	and the waiver the Co shall be any ex default timely Seller If objectermin	Buyer must object within (20) days after Buyer receives the Commitment, Exception Documents, e survey. Buyer's failure to object within the time allowed will constitute a for Buyer's right to object; except that the requirements in Schedule C of symmitment are not waived. Any item to which Purchaser does not object be deemed a "Permitted Exception." Provided Seller is not obligated to incur apense and provided Seller's failure to satisfy the objections shall not be a trunder this Contract, Seller shall make a good faith attempt to cure the objections of Buyer or any third party lender within twenty (20) days after receives the objections and the Closing Date will be extended as necessary. Sections are not cured within such twenty (20) day period, this Contract will attempt to Buyer unless Buyer waives jections.			
(e)	TITL	E NOTICES.			
	(1)	ABSTRACT OR TITLE POLICY. Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.			
	(2)	TIDE WATERS. If the Property abuts the tidally influenced waters of the state, Section 33.135 of the Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the Contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.			
PROP	ERTY	CONDITION.			
(a)	ACCESS, INSPECTIONS AND UTILITIES. Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall turn on existing utilities for inspections.				
(b)		ER'S DISCLOSURE NOTICE PURSUANT TO SECTION 5.008 OF TEXAS PROPERTY CODE (Notice): (Check one box only)			
	□ (1)	Buyer has received the Notice.			

6.

□ (2)	Buyer has not received the Notice. Within seven (7) days after the
	Effective Date of this Contract, Seller shall deliver the Notice to Buyer. If
	Buyer does not receive the Notice, Buyer may terminate this Contract at
	any time prior to the closing and the earnest money will be refunded to
	Buyer. If Seller delivers the Notice, Buyer may terminate this Contract for
	any reason within seven (7) days after Buyer receives the Notice or prior
	to the closing, whichever first occurs, and the earnest money will be
	refunded to Buyer.

- X (3) The Seller is not required to furnish the notice under the Texas Property Code.
- (c) **ACCEPTANCE OF PROPERTY CONDITION**: (Check one box only)
 - x (1) Buyer accepts the Property in its present condition, AS-IS, WHERE-IS, AND WITH ALL FAULTS.

\square (2)) Buyer ac	ccepts the	Prope	erty in its	prese	ent condition	on provid	ed Selle	r, at
	Seller's	expense,	shall	complete	the	following	specific	repairs	and
	treatmen	ts:							

- (d) **Buyer Statements**: this section shall expressly survive the closing of this Contract and shall not merge therein. Buyer represents and warrants to Seller the following:
 - (1) Eminent Domain. Buyer is a governmental entity that has the power of eminent domain and therefore Seller may sell the Property to Buyer without following notice and bid requirements in accordance with Texas Local Government Code Section 272.001(b)(5).
 - (2) Costs. Buyer shall pay to have the Property surveyed, replatted and all closing costs.
 - (3) Asbestos Abatement and/or Remediation: Seller has provided Buyer with a copy of certain disclosures and reports related to asbestos/asbestos components on the Property. This information is a disclosure of the Seller's knowledge of the condition of the Property as of the date this Contract is signed by the Seller, it is not a substitute for any inspections or warranties the Buyer may wish to obtain. Moreover, it is not a warranty of any kind by the Seller or the Seller's agents. During the Inspection Period, Buyer shall, at Buyer's expense, obtain a written estimate for the cost of remediation and/or abatement of asbestos and provide a copy to Seller. If Seller and Buyer mutually agree in writing to proceed with the sale of the Property under this Contract, Buyer shall be solely responsible for any and all asbestos and other

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Initialed Buyer	Seller	

- environmental remediation and/or abatement on the Property to be performed after Closing, including all expenses.
- (4) Environmental Matters: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.
- 7. AGENCY DISCLOSURE. Seller and Buyer each represent and warrant to the other party that such party has had no dealings with any person, firm, agent or finder in connection with the negotiation of this Contract and/or the consummation of the purchase and sale contemplated herein, and no real estate broker, agent, attorney, person, firm or entity is entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of either Seller or Buyer.

8. CLOSING.

(a) The closing of the sale will be held at a mutually agreeable time and place on or before five (5) business days after the expiration of the Inspection Period (as defined in Addendum C attached hereto), or within twenty (20) days after objections made under Paragraph 5(d) have been cured or waived, whichever date is later ("Closing Date"). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 14.

(b) At closing:

- (1) Seller shall execute and deliver a special warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 5, and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, and other documents required of them by this Contract, the Commitment or law necessary for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property, other than those that are Permitted Exceptions as discussed herein, which will not be satisfied out of the sales proceeds unless

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Initialed Buyer	Seller	

securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

9. POSSESSION. With the exception of the Bus Barn Property, Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted upon closing and funding. As to the Bus Barn Property, prior to Closing Seller and Buyer shall negotiate, approve and execute an Interlocal Lease Agreement regarding the Lease of the Bus Barn Property back to the Seller until such time as Seller constructs and occupies a new bus barn in a separate location, estimated to be eighteen (18) months from the closing. Such Interlocal Agreement shall be effective at Closing and shall comply with all applicable laws.

10. SPECIAL PROVISIONS.

- (a) This Contract is subject to a formal review and approval by the Town Council of the Buyer.
- (b) This Contract is subject to a formal review and approval by the Board of Trustees of the Seller. The parties hereto understand and agree that this Contract is expressly conditioned upon the ratification and approval by Seller's Board of Trustees of the Contract and this transaction. Failure of this condition shall terminate this Contract and this Contract shall be null and void and shall be of no further force or effect, and all refundable Earnest Money shall be immediately returned to Buyer.
- (c) The Buyer agrees to immediately commence design of Dickson Lane with related water, sewer, and drainage improvements from Eldorado Parkway to Hill Lane intersection ("Dickson Lane Improvements"), as well as, the Hill Lane water improvements ("Hill Lane Water Improvements") to service the proposed Seller's bus barn property, as described in Exhibit B, which is attached hereto and incorporated herein for all purposes. Further, Buyer agrees to commence construction of the Dickson Lane Improvements and Hill Lane Water Improvements within eight (8) months of the Effective Date of this Contract, and complete construction of the Dickson Lane Improvements and Hill Lane Water Improvements within eighteen (18) months of the Effective Date of this Contract. This section 10(c) shall expressly survive the closing of this Contract and shall not merge therein. At the closing, Seller will convey to the Buyer fee simple determinable title with a right of reversion to the Property, which following the completion of the Dickson Lane Improvements and Hill Lane Water Improvements shall become good and indefeasible fee simple title. If Buyer fails to complete construction of the Dickson Lane Improvements and Hill Lane Water Improvements as required herein then title to the Property shall automatically revert back to the Seller, Seller shall have the immediate right to enter upon and possess the Property, and Seller shall have no obligation to take any affirmative action to cause the reversion of the Property back to Seller. Upon completion of

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Seller	

the Dickson Lane Improvements and Hill Lane Water Improvements, Buyer may file an affidavit in the property records of Denton County stating that the Dickson Lane Improvements and Hill Lane Water Improvements have been completed which shall serve as conclusive evidence that the condition has been fulfilled unless Seller files a contradictory statement within sixty (60) days thereafter. The affidavit and lack of any filing of a contradictory statement by the Seller shall be conclusive evidence that (i) the Buyer has fulfilled the condition, (ii) the Buyer holds good and indefeasible fee simple title to the Property, (iii) any reversionary interest held by Seller has been extinguished and terminated, and (iv) any third party may rely on said conclusive evidence. The provisions of this section shall be incorporated into the Special Warranty Deed.

(d) In the event, the Buyer conveys the Bus Barn Property, Learning Center Property, or Maintenance Office, in whole or part, to any third party within five (5) years of the Effective Date of this Contract, any amounts paid to the Buyer which exceed **One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00)** shall be shared equally between the Buyer and Seller. This section 10(d) shall expressly survive the closing of this Contract and shall not merge therein. Language similar to this Section 10(d) shall be added to the Special Warranty Deed described in Section 8(b)(1).

The following expenses must be paid at or prior to closing:

11. SETTLEMENT AND OTHER EXPENSES.

(a)

(1)	Expenses payable by Seller (Seller's Expenses):			
	(a) <u>N/A</u> .			
(2)	Expenses payable by Buyer (Buyer's Expenses):			
	(a) Loan origination, discount, buy-down, and commitment fees ("Loan Fees").			

(b) Appraisal fees; loan application fees; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; mortgagee title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; and other expenses payable by Buyer under

this Contract.

- (b) If any expense exceeds an amount expressly stated in this Contract for such expense to be paid by a party, that party may terminate this Contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.
- 12. PRORATIONS. Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year. If this sale or a change in use of the Property or denial of a special use valuation on the Property claimed by Seller, if any, results in the assessment after Closing of additional taxes for periods of Seller's ownership, the additional taxes plus any penalties and interest shall be paid by Buyer.
- 13. CASUALTY LOSS. If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this Contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so, Buyer may (a) terminate this Contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to fifteen (15) days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this Contract.
- 14. **DEFAULT.** If Buyer fails to comply with this Contract, Buyer will be in default, and Seller may terminate this Contract and receive the earnest money as liquidated damages, thereby releasing both parties from this Contract. If Seller fails within the time allowed to make any non-casualty repairs or deliver the Commitment, or survey, if required of Seller, Buyer may (a) extend the time for performance up to fifteen (15) days and the Closing Date will be extended as necessary or (b) terminate this Contract as the sole remedy and receive the earnest money. If Seller fails to comply with this Contract for any other reason, Seller will be in default and Buyer may terminate this Contract and receive the earnest money, thereby releasing both parties from this Contract.
- 15. **MEDIATION.** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this Contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not

P. J.F. and G. J. G. and G. G.	161	Page 10 of 21
Real Estate Sales Contract Initialed Buyer	Seller	

preclude a party from seeking equitable relief from a court of competent jurisdiction.

16. ATTORNEY'S FEES. The prevailing party in any legal proceeding brought in relation to this Contract or transaction shall be entitled to recover from the non-prevailing party court costs, reasonable attorneys' fees and all other reasonable litigation expenses.

17. ESCROW.

- (a) **ESCROW.** The escrow agent is not (i) a party to this Contract and does not have liability for the performance or nonperformance of any party to this Contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.
- (b) **EXPENSES.** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of escrow agent from all parties.
- (c) **DEMAND.** Upon termination of this Contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within fifteen (15) days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursal of the earnest money.
- (d) **NOTICES.** Escrow agent's notices will be effective when sent in compliance with Paragraph 19. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.
- **18. REPRESENTATIONS.** If any representation of Seller in this Contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers. Unless this Contract explicitly provides otherwise, any warranty, representation, covenant, condition or obligation contained in this Contract not otherwise discharged at the Closing will terminate at the Closing of this transaction.

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		Page 11 of 21
Real Estate Sales Contract	162	_
Initialed Buyer	Seller	

19.	9. NOTICES. All notices from one party to the other must be in writing and sl deemed to be delivered upon receipt at the following addresses:		
	BUYER:	SELLER:	
	Town of Little Elm, Texas 100 W. Eldorado Parkway Little Elm, Texas 75068 Attn: Matt Mueller Town Manager	Little Elm Independent School District 300 Lobo Lane Little Elm, Texas 75068 Attn: Lowell Strike Superintendent	
	Telephone: (214) 975-0405 E-mail:mmueller@littleelm.org	Telephone: (972) 947-9340	
		E-mail: <u>lstrike@leisd.ws</u>	
20.	With a copy to: Robert F. Brown Brown & Hofmeister, LLP 740 E. Campbell Road, Suite 800 Richardson, Texas 75081 E-mail: rbrown@bhlaw.net Telephone: (214) 747-6100 AGREEMENT OF PARTIES. This Co	With a copy to: Elisabeth Donley Nelson Law Offices of Robert E. Luna, P.C. 4411 North Central Expressway Dallas, Texas 75205 E-mail: nelson@txschoollaw.com Telephone: (214) 521-8000 ontract contains the entire agreement of the	
parties and cannot be changed except by their written agreement. Add part of this Contract are (Check all applicable boxes):		neir written agreement. Addenda which are a	
	 □ Third Party Financing Condition Addend □ Seller Financing Addendum □ Addendum for Property Subject to Mandatory Membership in a Property Owners' Association □ Buyer's Temporary Residential Lease □ Seller's Temporary Residential Lease □ Addendum for Sale of Other Property □ Addendum Containing Required Notices 	um Addendum for "Back-Up" Contract Addendum for Coastal Area Property Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum Addendum Addendum Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards as Required by Federal Law Yet Other (list): Addendum C Inspection By Buyer; Interlocal Lease Agreement	
	Under § 5.016, § 420.001 and § 420.002, Texas Property Code		

- 21. **DISCLAIMER OF WARRANTIES.** IT IS UNDERSTOOD AND AGREED THAT, EXCEPT FOR THE REPRESENTATIONS SET FORTH IN THIS CONTRACT AND THE WARRANTIES OF TITLE CONTAINED IN THE SPECIAL WARRANTY DEED TO BE DELIVERED TO BUYER AT CLOSING, SELLER IS NOT MAKING ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PROPERTY, ITS PHYSICAL CONDITION OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY AND THAT THE PROPERTY IS BEING CONVEYED AND TRANSFERRED TO BUYER "AS IS, WHERE IS AND WITH ALL FAULTS." THE REPRESENTATIONS SET FORTH BY SELLER IN THIS CONTRACT SHALL TERMINATE AT CLOSING. EXCEPT TO THE EXTENT OTHERWISE SET FORTH IN THIS CONTRACT, SELLER DOES NOT WARRANT OR MAKE ANY REPRESENTATION, EXPRESS OR IMPLIED, AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, QUANTITY, PHYSICAL CONDITION, OPERATION, COMPLIANCE WITH SPECIFICATIONS, ABSENCE OF LATENT DEFECTS OR COMPLIANCE WITH LAWS AND REGULATIONS (INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO ZONING, HEALTH, SAFETY AND THE ENVIRONMENT) OR ANY OTHER MATTER AFFECTING THE PROPERTY. THE TERMS AND CONDITIONS OF THIS SECTION 21 SHALL EXPRESSLY SURVIVE ANY TERMINATION OF THIS CONTRACT OR THE CLOSING OF THIS CONTRACT AND SHALL NOT MERGE THEREIN.
- **22. Integration.** This Contract contains the complete agreement between the parties with respect to the Property and cannot be varied except by written agreement. The parties agree that there are no oral or signed agreements, understandings, representations or warranties made by the parties, which are not expressly set forth herein.
- **23. Business Day.** If any date of performance under this Contract falls on a Saturday, Sunday or Texas legal holiday, such date of performance shall be deferred to the next day which is not a Saturday, Sunday or Texas legal holiday.
- **24. Governing Law.** This Contract shall be construed under and governed by the laws of the State of Texas, and unless otherwise provided herein, all obligations of the parties created under this Contract are to be performed in the county where the Property is located. Venue for any litigation arising out of this Contract will be in Denton County, Texas.
- **25. Severability.** If any provision of this Contract is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the invalid, illegal, or unenforceable provision shall not affect any other provisions, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision is severed and deleted from this Contract.
- **26. Counterparts.** This Contract may be executed in a number of identical counterparts. Each counterpart is deemed an original and all counterparts shall, collectively, constitute one agreement.

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Real Estate Sales Contract	164	
Initialed Buyer	Seller	

- **27. Gender; Number.** Unless the context requires otherwise, all pronouns used in this Contract shall be construed to include the other genders, whether used in the masculine, feminine or neuter gender. Words in the singular number shall be construed to include the plural, and words in the plural shall be construed to include the singular.
- **28. Non-waiver.** No delay or failure by either party to exercise any right hereunder and no partial or single exercise of such right will constitute a waiver of that or any other right, except by written agreement of the parties or unless expressly provided otherwise.
- **29. Headings.** The paragraph headings used in this Contract are for convenience purposes only and shall not be used for purposes of interpretation.
- **30. CONSULT AN ATTORNEY.** Real estate licensees cannot give legal advice. READ THIS CONTRACT CAREFULLY. If you do not understand the effect of this Contract, consult an attorney BEFORE signing.

consult an attorney BEFORE signing.

Buyer's Attorney:

Seller's Attorney:

Robert F. Brown Brown & Hofmeister, L.L.P. 740 E. Campbell Road, Suite 800 Richardson, Texas 75081

Telephone: (214) 747-6100 Facsimile: (214) 747-6111 E-Mail: rbrown@bhlaw.net Elisabeth Donley Nelson Law Offices of Robert E. Luna, P.C. 4411 North Central Expressway Dallas, Texas 75205 E-mail: nelson@txschoollaw.com

Telephone: (214) 521-8000

EXECUTED THIS THE ____ DAY OF ____ , 2016 (HEREINAFTER REFERRED TO AS THE "EFFECTIVE DATE"). (TITLE COMPANY TO FILL IN THE DATE OF FINAL ACCEPTANCE.)

SELLER:
LITTLE ELM INDEPENDENT SCHOOL
DISTRICT,
A political subdivision of the State of Texas

Lowell Strike, Superintendent
Date Signed:

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Real Estate Sales Contract	165	
Initialed Buyer	Seller	

BUYER: TOWN OF LITTLE ELM, TEXAS, A Texas home rule municipality

	Matt Mueller, Town Manager
	D. C. 1
	Date Signed:
ATTEST:	
Kathy Phillips, Town Secretary	
ramy i minps, rown secretary	

CONTRACT AND EARNEST MONEY RECEIPT

Receipt of Contract and is acknowledged.		Ea	arnest Money in the form of	
Escrow Agent:			Date:	
By:			Email Address:	
Address			Telephone:	
rudiess			Facsimile:	
City	State	Zip	Tuesmine.	
			n., 14	£ 0.1
Real Estate Sales Contract Initialed Buyer		167 Seller	Page 16 c	н 21

Exhibit A

Legal Description and/or Depiction of the Property

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Real Estate Sales Contract	168	
Initialed Ruver	Seller	

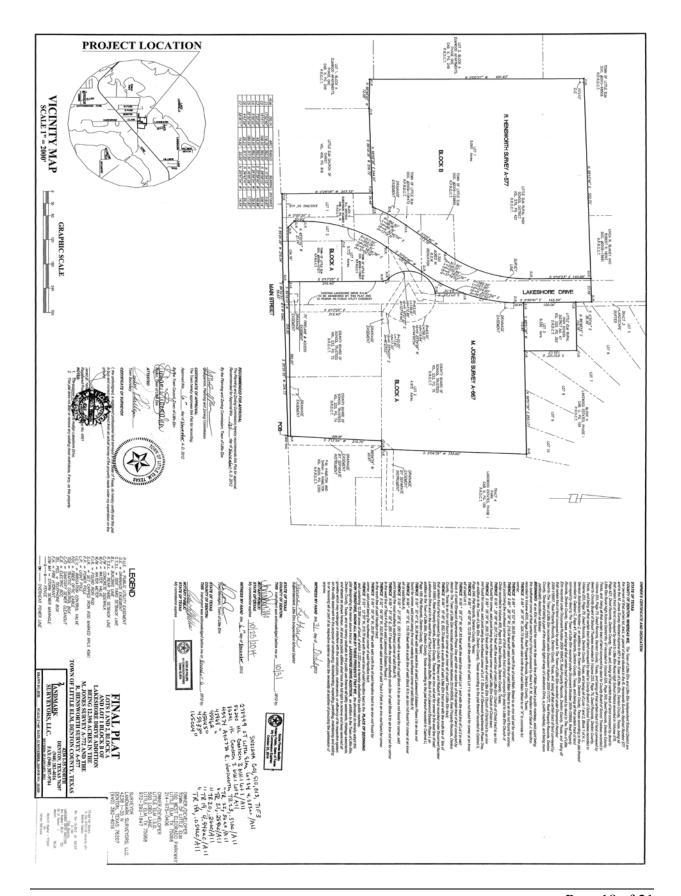


Exhibit B				
Dickson Lane Improvements and Hill Lane Water Improvement	ats			
	Do co 10 of 2			

Real Estate Sales Contract 170
Initialed Buyer _____ Seller _____

ENGINEER'S PRE-DESIGN OPINION OF CONSTRUCTION COST

Pacheco Koch, LLC

6100 Western Place, Suite 1001

CLIENT: Town of Little Elm, Texas Prepared By:

October 1, 2015 DATE: PROJECT: Dickson Lane Paving Improvements

Fort Worth, Texas 76107 Hill Lane to W. Eldorado Parkway (817) 412-7155

LIMITS:

LENGTH: 1,440 LF Existing 22' ± WIDTH: DESIGN ASSUMPTIONS:

◊ Paving across Hill Lane intersection.

◊ Paving stops prior to W. Eldorado Parkway.

♦ Roadway will be completely reconstructed to a width of 27' Back to Back.

◊ Paving will be constructed with curb and gutter.

♦ Existing right-of-way is 50' throughout project limits.

Driveways will be asphalt pavement constructed to the right-of-way.
 No right-of-way acquisition required for construction.

♦ Roadway section will be 8" concrete on 6" lime stabilized subgrade.

♦ The road will remain open to residents only traffic during construction.

♦ Sidewalks will not be constructed.

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE		TOTAL AMOUNT
Paving In	nprovements:					
1P	Mobilization	LS	1	\$ 50,000.00	\$	50,000.00
2P	Right-of-Way Preparation	LS	1	15,000.00		15,000.00
3P	Project Signage	LS	1	5,000.00		5,000.00
4P	Traffic Control	LS	1	7,500.00		7,500.00
5P	SW3P Implementation & Maintenance	LS	1	5,000.00		5,000.00
6P	Unclassified Street Excavation	CY	2,500	12.00		30,000.00
7P	6" Thick Lime Stabilized Subgrade	SY	4,800	5.00		24,000.00
8P	Lime for Subgrade Stabilization (40#/SY)	TONS	96	150.00		14,400.00
9P	8" Thick Reinforced Concrete Paving	SY	4,400	55.00		242,000.00
10P	6" Attached Concrete Curb	LF	3,000	5.00		15,000.00
11P	6" Thick HMAC Driveway	SY	225	20.00		4,500.00
10P	4" Thick Topsoil, Complete in Place	SY	3,700	3.00		11,100.00
11P	Turfgrass Planting	SY	3,700	5.00		18,500.00
10P	Pavement Markings	LS	1	7,500.00		7,500.00
11P	Remove & Replace Mailbox	EACH	2	250.00		500.00
	Paving Subtotal				\$	450,000.00
	Contingencies (25%)				\$	112,500.00
	Paving Total				\$	562,500.00
Drainage	Improvements:					
1D	24" Safety End Treatment (4:1)	EA	2	\$ 1,600.00		3,200.00
2D	10' Curb Inlet	EA	10	3,200.00		32,000.00
3D	18" Reinforced Concrete Pipe	LF	150	85.00		12,750.00
3D	24" Reinforced Concrete Pipe	LF	800	100.00		80,000.00
4D	Rock Rip Rap(18" Thick)	CY	20	100.00		2,000.00
	Drainage Subtotal				\$	129,950.00
	Contingencies (25%)				\$	32,490.00
	Drainage Total				\$	162,440.00
	Dickson Road Water Subtotal				\$	275,185.00
	Hill Lane Water Subtotal				\$	547,554.00
	TOTAL OPINION OF CONSTRUCTION COSTS				\$	1,547,679.00
					<u></u>	

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Real Estate Sales Contract	171	Č
Initialed Buyer	Seller	

ENGINEER'S PRE-DESIGN OPINION OF CONSTRUCTION COST

CLIENT: Town of Little Elm, Texas

DATE: October 1, 2015
PROJECT: Dickson Lane Paving Improvements
LIMITS: Hill Lane to W. Eldorado Parkway
LENGTH: 1,450 LF (Dickson) & 3,000 LF (Hill)

DESIGN ASSUMPTIONS:

♦ All water is 12-inch.
 ♦ Hill Lane water in easements on the east side of the road.

♦ Fire hydrants placed every 500'.

Prepared By:

Pacheco Koch, LLC 6100 Western Place, Suite 1001 Fort Worth, Texas 76107 (817) 412-7155

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
	rovements (Dickson Road):				
1W	6" (AWWA C900) PVC Water Pipe, Complete in Place	LF	80	\$ 65.00	\$ 5,200.0
2W	12" (AWWA C900) PVC Water Pipe, Complete in Place	LF	1,500	90.00	135,000.0
3W	Water Fittings	TON	1.0	4,000.00	4,000.0
4W	6" Gate Valve	EA	4	800.00	3,200.0
5W	12" Gate Valve	EA	3	1,400.00	4,200.0
6W	20" Welded Steel Casing	LF	120	350.00	42,000.0
7W	Fire Hydrants	EA	4	3,200.00	12,800.0
W8	Water Service Connections (Long)	EA	0	1,200.00	-
9W	Water Service Connections (Short)	EA	3	800.00	2,400.0
10W	Water Service Meter Box	EA	3	750.00	2,250.0
11W	Temporary HMAC Paving Repair	LF	30	24.00	720.0
12W	1" Combination Air Vacuum Valve	EA	1	6,500.00	6,500.0
13W	Trench Safety	LF	1,500	1.25	1,875.0
	Dickson Road Water Subtotal				\$ 220,145.0
	Contingencies (25%)				\$ 55,040.0
	Dickson Road Water Subtotal				\$ 275,185.0
Vater Imp	rovements (Hill Lane):				
1W	6" (AWWA C900) PVC Water Pipe, Complete in Place	LF	120		\$ 7,800.0
2W	12" (AWWA C900) PVC Water Pipe, Complete in Place	LF	3,200	90.00	288,000.0
3W	Water Fittings	TON	2.0	4,000.00	8,000.0
4W	6" Gate Valve	EA	6	800.00	4,800.0
5W	12" Gate Valve	EA	3	1,400.00	4,200.0
7W	Fire Hydrants	EA	6	3,200.00	19,200.0
8W	Water Service Connections (Long)	EA	0	1,200.00	-
9W	Water Service Connections (Short)	EA	0	800.00	-
10W	Water Service Meter Box	EA	0	750.00	-
11W	Temporary HMAC Paving Repair	LF	0	24.00	-
13W	Trench Safety	LF	3,200	1.25	4,000.0
14W	4" Thick Topsoil, Complete in Place	SY	3,556	3.00	10,666.6
15W	Turfgrass Planting	SY	3,556	5.00	17,777.8
16W	Remove and Replace Wire Fence	LF	3,200	23.00	73,600.0
	Hill Lane Water Subtotal				\$ 438,044.0
	Contingencies (25%)				\$ 109,510.0
	Hill Lane Water Subtotal				\$ 547,554.0
	TOTAL OPINION OF CONSTRUCTION COSTS (Both P	hases)			\$ 822,739.0
			1		

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Real Estate Sales Contract	172	2
Initialed Buver	Seller	

AGENDA INFORMATION SHEET:

COUNCIL
MEETING DATE: March 1, 2016

PROJECT: Lease Agreement between the LEISD and Little Elm for

5.060 Acre sites (Bus Barn Property)

DESCRIPTION: Staff has been working with the Town Attorney and Little Elm

ISD on a real estate sales contract to purchase the 10.305 acres within the Lakefront District to redevelop the bus barn, learning center, and maintenance office properties. The Town would pay the School District \$1 million in cash, be responsible to demo the sites, and do infrastructure improvements to Dickson Lane (paving, drainage, water, and sanitary sewer) and Hill Lane (water loop) of approximately \$1.5 million around the proposed bus barn site the school has selected at the southwest corner of Dickson Lane and Hill Lane. If the sells the property within five (5) years, any amount over \$1.5 million would be split with the School District 50/50. The property is to be redeveloped with increased capital improvements to benefit the School

District with increase property tax revenue.

As a condition of the sales contract the Town would lease back the existing bus barn site to the School District for 18 months with possible month to month extensions. LESID would continue to be responsible for any utility or maintenance costs.

Lease would be a dollar a year.

COST: \$1/year

FUNDING: N/A

SCHEDULE: Agreement will be executed upon approval, approved by LEISD

at last board meeting.

RECOMMENDED ACTION:

Staff recommends Council approve Lease Agreement

between the LEISD and Little Elm for 5.060 Acre site (Bus Barn Property) between the Town of Little Elm and Little Elm Independent School District and authorize the Town

Mayor to execute for the same.

TOWN CONTACT: Jason W. Laumer, P.E.

Director of Development Services

JLaumer@littleelm.org

(214) 975-0473

ATTACHMENTS: 1. Lease Agreement

THE STATE OF TEXAS \$

COUNTY OF DENTON \$

TOWN OF LITTLE ELM, TEXAS AND LITTLE ELM INDEPENDENT SCHOOL DISTRICT

LEASE AGREEMENT

This Lease Agreement (hereinafter referred to as the "Lease") is made and entered into by and between the Town of Little Elm, Denton County, Texas (hereinafter referred to as the "Lessor"), whose address for the purposes of this Lease is 100 W. Eldorado Parkway, Little Elm, Texas, and Little Elm Independent School District (hereinafter referred to as the "Lessee"), whose address for the purposes of this Lease is 300 Lobo Lane, Little Elm, Texas 75068. This Lease shall be effective as of the date of the latter to execute this Lease by and between the Lessor and Lessee (hereinafter referred to as the "Effective Date").

WITNESSETH:

ARTICLE I

Leased Premises

1.1 In consideration of the mutual covenants and agreements set forth in this lease, and other good and valuable consideration, Lessor does hereby demise and lease to Lessee, and Lessee does hereby lease from Lessor the following property:

<u>Bus Barn Site</u>: Being 5.060 acres of land consisting of Lot 1, Block B of the Lakeshore Drive Addition, an addition located within the Town of Little Elm, Denton County, Texas, and as further described and/or depicted in *Exhibit A*, which is attached hereto and incorporated herein for all purposes;

together with all rights, privileges, easements, and appurtenances belonging to or in any way pertaining to the said premises and together with the building and other improvements now situated or to be erected upon the demised premises (hereinafter referred to as the "Leased Premises"). Lessee has inspected the Leased Premises and by the execution of this Lease accepts it in its present condition.

ARTICLE 2 Term and Termination

Basic Term

2.1 The term of this Lease shall be for eighteen (18) months commencing on the Lessor's acquisition of the Leased Premises from Lessee, unless sooner terminated, extended and/or renewed as provided in this Lease.

Extension Term

2.2 To the extent that Lessee's new bus barn facility has not been completed within eighteen (18) months from the Lessor's acquisition of the Leased Premises from Lessee, Lessee shall notify Lessor and the Term of this Lease shall be extended beyond the Basic Term on a month to month basis which shall be subject to all the terms and conditions of this Lease, but which shall be terminable by Lessee by thirty (30) day's written notice served by Lessee on Lessor, once Lessee's new bus barn facility has been constructed and Lessee receives a certificate of occupancy from the Lessor for the new bus barn facility. Rent shall be the same as rent under this Lease.

Termination

- 2.3 Lessee may terminate this Lease without cause. Lessee shall notify the Lessor ninety (90) days prior to its intention to terminate the Lease. Upon notification of intent to terminate, the Lease shall terminate, without penalty, at the end of the ninety (90) day period, or at a date specified in the "Notice to Terminate Lease." The date specified shall be ninety (90) days from the date Notice was served upon Lessor. In addition, this Lease terminates automatically thirty (30) days following the Lessee's receipt of a certificate of occupancy from the Lessor for the Lessee's new bus barn facility that has yet to be constructed.
- 2.4 Funding. Lessee shall do all things lawful within its power to obtain, maintain and properly request and pursue funds from which the lease rental payments provided for herein may be paid, including making provisions for the lease rental payments to the extent necessary in each annual budget submitted for the purpose of obtaining funds. In the event that no funds or insufficient funds are appropriated for the lease rental payments due under this Lease for the period covered by such budget or appropriation, this Lease

Lease Agreement - Town of Little Elm - Little Elm Independent School District

Page 2 of 16

shall terminate without penalty to Lessee. In the event this Lease is terminated due to the above Lessee shall immediately vacant the Leased Premises.

ARTICLE 3 Rent

Basic Rent

3.1 Lessee shall pay to Lessor the sum of \$1.00 per year for term of this Lease. Lessee shall pay the annual rent on or before the fifth day of the first month of the annual Lease for which rent is due. This will be known as the "basic rent."

ARTICLE 4 Use of Leased Premises during the Term

Permitted Use

- 4.1 Lessee will use the Leased Premises for school district bus barn operations and such other activities as may be related to such operations unless Lessor gives Lessee prior written consent for a different use, which consent shall not be unreasonably withheld, delayed or conditioned. Waste, Nuisance, or Illegal Uses
- 4.2 Lessee may not use, or permit the use of, the Leased Premises in any manner that result in waste of the Leased Premises or constitutes a nuisance. Nor may Lessee use, or permit the use of, the Leased Premises for any illegal purpose. Lessor will join, if necessary, in the application for any permit or authorization with respect to any Legal Requirements.

Utility Services

4.3 Lessee shall pay the cost of utility services, including but not limited to initial connection charges, if any, all charges for gas and electricity used on the Leased Premises. Lessee shall pay water bills.

ARTICLE 5 Covenant Against Liens

Liens of Lessor

5.1 If, because of any act or omission of Lessor, any lien, charge, or order for payment of money is filed against the Leased Premises, Lessor shall, at its expense, cause the lien or liens to be discharged of record or bonded within ninety (90) days after it receives written notice from Lessee of their filing. If Lessor fails to cause the liens to be discharged or bonded within the required ninety (90) day period, or if before that period expires,

Lease Agreement - Town of Little Elm - Little Elm Independent School District

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Deleted: ¶

Lessee's quiet enjoyment of the Leased Premises is affected or threatened as a result thereof, Lessee may cause the liens to be discharged, or at Lessee's option, terminate the Lease without penalty and rent shall be abated for the unexpired portion of this Lease, effective as of the date of written notification. All payments by Lessee may be deducted from subsequent installments of rent payable under this Lease, or paid to Lessee by Lessor.

ARTICLE 6 Permitted Contests

Contest Proceedings

6.1 Lessee may contest by appropriate proceedings, the amount, validity, or application of any Imposition, Legal Requirement or any lien arising there from, provided that: (a) such proceedings suspend the collection thereof; (b) no part of the Leased Premises or of any rent would be subject to loss, sale, or forfeiture before determination of any contest; (c) Lessor would not be subject to any criminal liability for failure to pay; (d) such proceedings do not affect the payment of rent hereunder or prevent Lessee from using the Leased Premises for its intended purposes; and (e) Lessee notified Lessor of any such proceedings at which the amount in content exceeds \$25,000.00 within twenty (20) days after the commencement thereof. Lessee will conduct all such contests in good faith and with due diligence and will, promptly after the determination of such contest, pay and discharge all amounts determined to be payable therein.

Refunds

6.2 All refunds or rebates of Impositions paid by Lessee shall belong to Lessee. All refunds received by Lessor shall be deemed trust funds and as such shall be received by it in trust and paid to Lessee forthwith. Lessor shall, at Lessee's request, sign all receipts which may be necessary to secure the payment of any refund or rebate, and shall pay over to Lessee all refunds or rebates received by it.

ARTICLE 7 Services, Maintenance, Surrender, Alterations, and Additions

Services and Maintenance

Lease Agreement - Town of Little Elm - Little Elm Independent School District

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- 7.1 Lessee shall be responsible for routine, general maintenance including but not limited to items such as replacing light bulbs, minor repairs to toilets, replacing ballasts in light fixtures and similar maintenance and repairs.
- 7.2 During the term of this Lease, Lessee shall be responsible for repairs to the following services or systems:
 - a. heating system;
 - b. air conditioning equipment;
 - c. interior and external plumbing;
 - d. electric current for service for lighting and ordinary business appliances;
 - e. foundation, roof, interior and exterior doors and doorways, and the structural portions of exterior walls (including windows), and floors;
 - f. pest control, including termite eradication; and
 - g. maintenance of the public and common areas of the building and premises on which the building is situated, including lobbies, elevators, stairs, corridors, restrooms, walkways, courtyards and parking areas, in reasonably good order and condition.
- 7.3 Lessee shall be responsible for all major repairs and/or replacement of items a. through e, and for the maintenance of items f. and g. under Section 7.2 above.

Maintenance and Surrender by Lessee

7.4 Except as provided in Section 7.1 through 7.3 above, Lessee shall maintain the Leased Premises throughout the Lease term, and any extensions of that term, and keep them free from waste and nuisance. At the termination of this Lease, Lessee shall deliver the Leased Premises in as good a state of repair and condition as they were in at the time Lessor delivered possession to Lessee, reasonable wear and tear, and damage by fire, tornado, or other casualty excepted. Lessee shall remove from the Leased Premises on or prior to the expiration or earlier termination all of its personal property situated thereon and shall repair any damage caused by the removal. In the event Lessee should neglect to reasonably maintain the Leased Premises, Lessor shall have the right, but not the obligation, to cause repairs or corrections for which Lessee is responsible under this section, and such costs shall be payable by Lessee to Lessor as additional Basic Rent.

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Alteration and Additions

7.5 If there is no continuing Event of Default, Lessee may make additions or improvements to or alterations of the Leased Premises. All maintenance and repair, and each such addition, improvement, or alteration (a) must not, individually or in the aggregate, substantially lessen the Fair Market Value of the Leased Premises or materially affect the Leased Premises' usefulness in Lessee's business, (b) shall be completed expeditiously in a good and workmanlike manner, and in compliance with all Legal Requirements, and (c) shall become part of the Leased Premises and subject to this Lease.

Replacements

7.6. Lessee may install or place or reinstall or replace upon and, if there is no continuing Event of Default, remove from the Leased Premises any trade fixtures, signs, machinery, and equipment. Such trade fixtures, signs, machinery, and equipment shall not become property of Lessor. However, replacement of Lessor's trade fixtures, machinery, and equipment shall be its property.

ARTICLE 8 Damage or Destruction

Notice to Lessor

8.1 If the Leased Premises, or any structures or improvements on the Leased Premises should be damaged or destroyed by fire, tornado or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

Total Destruction

- 8.2 If the Leased Premises are totally destroyed by fire, tornado, or other casualty not the fault of Lessee or any person in or about the Leased Premises with the express consent of Lessee, or if it should be so damaged by such a cause that rebuilding or repairs cannot reasonably be completed within one hundred-twenty (120) working days this Lease shall terminate, and rent shall be abated for the unexpired portion of this Lease, effective as of the date of written notification as provided in section 8.1.
- 8.3 If Leased Premises are damaged by fire, tornado, or other casualty not the fault of Lessee or any person in or about the Leased Premises with the express consent of Lessee, but not to such an extent that rebuilding or repairs cannot reasonably be completed within one

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hundred-twenty (120) working days, this Lease shall not terminate except as provided in subsection (a) and (b) of this section.

- a. If partial destruction of the Leased Premises occurs prior to the final four (4) months of the Lease term, Lessee shall, at its sole costs and risk, proceed immediately to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage or terminate this Lease by written notification to Lessor. Upon such notification, all rights and obligations under this Lease shall cease.
- b. If partial destruction of the Leased Premises occurs in the final four (4) months of the Lease term, Lessee need not rebuild or repair the Leased Premises. If Lessee elects not to rebuild or repair the Leased Premises, and the Leased Premises are untenantable in whole or in part following such damage, Lessee may elect to terminate the Lease or to continue the Lease.

ARTICLE 9 Condemnation

Notice

9.1 If any proceedings or negotiations are instituted which do or may result in a taking, each party will promptly give notice thereof to the other, describing its nature and extent.

Total Condemnation

9.2 If during the term of this Lease, or any extension or renewal of the Lease, all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the Leased Premises by the condemning authority.

Partial Condemnation

9.3 If less than all of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or is sold to the condemning authority under threat of condemnation, either party may terminate the Lease by giving written notice to the other party within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation. If the Leased Premises are partially condemned and neither party elects to terminate the Lease, this Lease shall not terminate.

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Condemnation Award

9.4 Lessor shall receive the award from any condemnation, however, Lessee shall be entitled to that portion of the net award representing payment for its leasehold interest, trade fixtures, moving expenses, business interruption, or loss of profits. All amounts paid pursuant to an agreement with a condemning authority in connection with any taking shall be deemed to constitute an award on account of such taking.

ARTICLE 10 Inspection by Lessor

Inspection

10.1 Lessor and its officers, agents, employees, and representatives shall have the right to enter into and upon any and all parts of the Leased Premises at all reasonable hours for purposes of inspection, cleaning, maintenance, repairs, alterations, or additions as Lessor may deem necessary (but without any obligation to perform any of these functions except as expressly provided in this Lease), or within the last six (6) months of the Lease term, upon prior written notice to Lessee, to show the Leased Premises to prospective tenants, purchasers, or lenders. Lessee shall not be entitled to any abatement or reduction of rent by reason of the entry of Lessor or any of its officers, agents, representatives or employees pursuant to this article, nor shall such entry to deem as actual or constructive eviction.

ARTICLE 11 Assignment

Assignment by Lessee

11.1 Lessee shall not assign this Lease without the prior written consent of Lessor.

Assignment by Lessor

11.2 Lessor shall not assign this Lease without the prior written consent of Lessee.

ARTICLE 12

Events of Default, Remedies

Lessee's Default

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- 12.1 Any of the following occurrences, conditions, or acts shall constitute an "Event of Default" under this Lease:
 - a. if Lessee:
 - (i) defaults in making payment when due of any Basic Rent and the default continues for thirty (30) days after Lessor gives written notice to Lessee specifying the default and demanding that it be cured, or
 - (ii) defaults in the observance or performance of any other provision of this Lease, and the default continues for sixty (60) days after Lessor gives written notice to Lessee specifying the default and demanding that it be cured. However, if the default cannot be cured by the payment of money and cannot with due diligence be wholly cured within the sixty (60) day period, Lessee may have any longer period that is necessary to cure the default, so long as Lessee proceeds promptly to cure it within that period, prosecutes the cure to completion with due diligence, and advises Lessor from time to time, upon Lessor's request, of the actions that Lessee is taking and the progress being made;
 - b. If the Leased Premises are abandoned by Lessee for a period of forty-five (45) consecutive days.

Lessor's Remedies

- 12.2 Upon the occurrence of any event of default specified in Section 12.1 of this Lease, the following shall occur:
 - the rent shall immediately become due and paid up to the time of reentry, expiration, and/or dispossession;
 - b. Lessor may re-let the Leased Premises or any part of parts of it, either in Lessor's name or otherwise for a term or terms which may at Lessor's option, be less than or exceed the then remaining term of this Lease; and
 - c. Lessee shall also pay to Lessor, as liquidated damages for Lessee's failure to observe and perform its covenants under this Lease, any deficiency between the Basic Rent agreed to, and the net amount, if any, of the rents collected on account of the Leased Premises' Lease or Leases for each month of the period which would otherwise have constituted the balance of the term of this Lease.

However, any such deficiency shall be paid as the Basic Rent becomes due and payable in monthly installments. In computing the liquidated damages, there shall be added to the deficiency all reasonable expenses that Lessor may incur in connection with re-letting.

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Lessee shall pay any such liquidated damages in monthly installments on the Rent Payment Dates specified in the Lease. Any suit brought to collect the deficiency for any month shall not prejudice in any way Lessor's rights to collect the deficiency for any subsequent month by a similar proceeding. Lessor shall use its best effort to mitigate all damages and to re-let the Leased Premises if there is any Event of Default by Lessee.

Lessor's Default

- 12.3 If Lessor defaults in the performance of any term, covenant or condition required to be performed by it under this Lease, Lessee may elect to do either one of the following:
 - a. After not less than five (5) days-notice to Lessor, Lessee may remedy such default by any necessary action and in connection with such remedy, may pay expenses and employ counsel; all sums expended or obligations incurred by Lessee in connection with remedying Lessor's default shall be paid by Lessor to Lessee on demand.
 - b. Lessee may terminate this Lease upon giving at least five (5) days-notice to Lessor of such intention. In the event Lessee elects this option, the Lease will be terminated on the date designated in Lessee's notice, unless Lessor has cured the default prior to expiration of the five (5) day period.

Cumulative Remedies

12.4 Pursuit of any of the remedies provided in this Lease by either Lessor or Lessee shall not preclude pursuit of any of the other remedies provided in this Lease. Pursuit of any remedy provided in this Lease or by law by either party shall not constitute a forfeiture or waiver of any damages accruing to either party by reason of the violation of any of the terms, provisions, and covenants contained in this Lease. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Waiver of Default

12.5 No waiver by either party of any default or violation or breach of any of the terms, provision and covenants contained in this Lease shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants of the Lease. Forbearance by either party to enforce one or more of the remedies provided in this Lease or by law upon an event of default shall not be deemed or

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construed to constitute a waiver of such default. Lessor's acceptance of rent following an event of default under this Lease shall not be construed as Lessor's waiver of the default.

ARTICLE 13 Notices and Addresses

Notice

13.1 All notices to be given under this Lease shall be in writing given by certified mail or registered mail, addressed to the proper party, and shall be deemed duly served and given when received by the party to whom it is directed at the following addresses:

Lessor: The Town of Little Elm

100 W. Eldorado Parkway Little Elm, Texas 75056 Attn: Matt Mueller Town Manager

and cc: Brown and Hofmeister, LLP

740 East Campbell Road, Suite 800

Richardson, Texas 75081 Attn: Robert F. Brown

Lessee: Little Elm Independent School District

300 Lobo Lane

Little Elm, Texas 75068 Attn: Lowell Strike Superintendent

and cc: Eichelbaum Wardell

Hansen Powell & Mehl, P.C. 5300 Democracy Drive, Suite 200

Plano, Texas 75024 Attn: Dennis J. Eichelbaum

Law Offices of Robert E. Luna 4411 North Central Expressway

Dallas, Texas 75205 Attn: Elisabeth D. Nelson

Either party may change the address to which Notices are to be sent by giving the other party notice of the new address in the manner provided in this Section.

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ARTICLE 14 Miscellaneous

Amendments

- 14.1 No amendment, modification, or alteration of the terms of this Lease shall be binding unless the same is in writing, dated subsequent to the date of this Lease, and duly executed by both parties to this Lease.
- 14.2 This Lease shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease.

Quiet Enjoyment

14.3 Upon due performance by Lessee of its covenants and agreements under this Lease, Lessor covenants that Lessee shall and may at all times peaceably and quietly have, hold and enjoy the Leased Premises during the Lease term. If this covenant of quiet enjoyment is breached and Lessee is made a party to any legal proceedings affecting its right of possession, Lessor shall reimburse Lessee for all reasonable attorneys' fees and/or other expenses incurred by it in defending its right to this Lease.

Severability

14.4 In case any one or more of the provisions contained in this Lease 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 of the Lease, and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been included in the Lease.

Prior Agreements Superseded

14.5 This Lease constitutes the sole and only agreement of the parties to the Lease and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease.

Texas Law to Apply

14.6 This Lease shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Denton County, Texas. Venue for any dispute arising under this Lease shall be in Denton County, Texas.

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Attorneys Fees and Costs

14.7 If, as a result of a breach of this Lease by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce the Lease.

Construction

14.8 All terms used in this Lease, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and by other gender, masculine, feminine or neuter, as the context or sense of this Lease or any section, subsection, or clause herein may require as if such terms had been fully and properly written in such number or gender.

Modification

14.9 No changes, additions or interlineations made to this Lease shall be binding unless initialed by both parties.

Non-waiver

14.10 No delay or failure by either party to exercise any right under this Lease and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

Time of Essence

14.11 Time is of the essence of this Lease.

Force Majeure

14.12 Neither Lessor nor Lessee shall be required to perform any term, condition or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall means acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Headings

14.13 The Article and Section headings are for convenience and reference only and shall not be used to limit or otherwise affect the meaning of any provision of this Lease.

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14.14 This Lease will be simultaneously executed in three (3) or more counter-parts, each of which shall be deemed a fully enforceable original but all of which together shall constitute one and the same instrument.

Relationship of Parties

14.15 Lessor and Lessee shall not be considered or deemed to be joint ventures or partners and neither shall have the power to bind or obligate the other except as set forth herein, it being expressly understood and agreed that no provision contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Lease.

Governmental Immunity

14.16 Notwithstanding anything to the contrary, by entering into this Lease nothing herein is intended to waive or limit the governmental immunity under law by Lessee or Lessor.

EXECUTED in triplicate originals on the dates set forth below.

TOWN OF LITTLE ELM, TEXAS,

A Texas home-rule municipality

	David Hillock, Mayor
ATTEST:	Date Executed:
Kathy Phillips, Town Secretary	
Kamy Pilinips, Town Secretary	
	LITTLE ELM INDEPENDENT SCHOOL DISTRICT,
	A Texas political subdivision
	Lowell Strike, Superintendent
	Date Executed:

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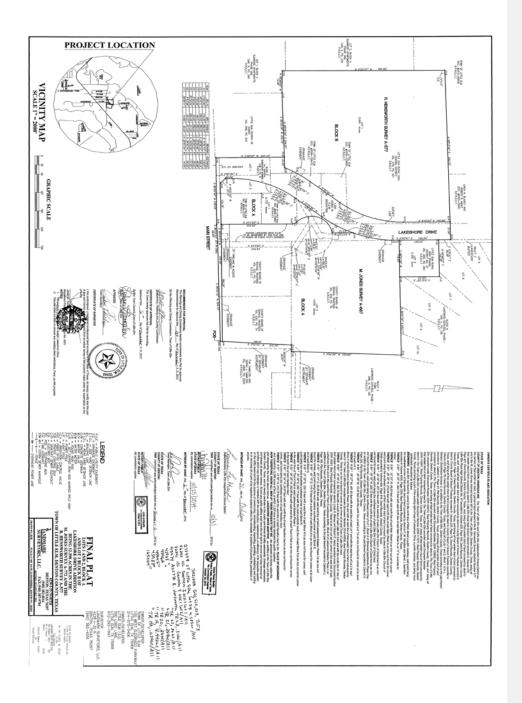
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Exhibit A

Legal Description and/or Depiction of the Leased Premises Lot 1 Block B Lakeshore Drive Addition

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TOWN OF LITTLE ELM AGENDA INFORMATION SHEET:

COUNCIL MEETING

DATE: March 1, 2016

PURPOSE: Amendment of Chapter 74 "Parks and Recreation" of the Town's Code of

Ordinances, to include Article V. - Utilization of Parks and Athletic

Facilities and Regulations Regarding Athletic Organizations.

DESCRIPTION: Parks & Recreation has amended Chapter 74 "Parks and Recreation" of the

Town's Code of Ordinances to include Article V. – Utilization of Parks and Athletic Facilities and Regulations Regarding Athletic Organizations. Previously we have had an agreement in place. Having the amendment to the ordinance would be beneficial to both the Town and the Youth Sports

Organization.

FISCAL IMPACT: No impact financially.

SCHEDULE: Approve amendment of Chapter 74 "Parks and Recreation" of the Town's

Code of Ordinances, to include Article V. – Utilization of Parks and

Athletic Facilities and Regulations Regarding Athletic Organizations.

RECOMMENDED

ACTION: Approve amendment of Chapter 74 "Parks and Recreation" of the Town's

Code of Ordinances, to include Article V. - Utilization of Parks and

Athletic Facilities and Regulations Regarding Athletic Organizations.

ATTACHMENT: Ordinance No. 1317

TOWN CONTACT: Chad Hyde

Parks & Recreation Director

972-377-5564

TOWN OF LITTLE ELM, TEXAS

ORDINANCE NO. 1317

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING CHAPTER 74, "PARKS AND RECREATION," OF THE TOWN'S CODE OF ORDINANCES, BY ADDING A NEW ARTICLE V, "UTILIZATION OF PARKS AND ATHLETIC FACILITIES AND REGULATIONS REGARDING ATHLETIC ORGANIZATIONS;" PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Little Elm, Texas ("Town"), has historically crafted rules and guidelines regarding the use of the Town's Parks and Recreation facilities and the governance of youth and other sports activities within the Town, and has typically implemented such rules and guidelines through individual agreements with individual sports associations; and

WHEREAS, to promote consistency and transparency in the operation and use of the Town's Parks and Recreation facilities, and to provide clear guidance to the sports associations that utilize such facilities, the Town Council has determined that it is in the best interests of the Town and its residents to establish a standard set of rules and guidelines addressing these matters and to do so by ordinance rather than through individual agreements; and

WHEREAS, it is hereby determined that the Chapter 74, "Parks and Recreation," of the Little Elm Code of Ordinance should be amended by establishing a new Article V, "Utilization of Parks and Athletic Facilities and Regulations Regarding Athletic Organizations."

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

Section 1. Incorporation of Recitals.

The above recitals are hereby found to be true and correct and incorporated herein for all purposes.

Section 2. Amendment of Code of Ordinances.

The Town hereby amends Chapter 74, "Parks and Recreation," of the Little Elm Code of Ordinance, by establishing a new Article V, "Utilization of Parks and Athletic Facilities and Regulations Regarding Athletic Organizations," which shall read as follows:

"ARTICLE V. - UTILIZATION OF PARKS AND ATHLETIC FACILITIES AND REGULATIONS REGARDING ATHLETIC ORGANIZATIONS

Sec. 74-70. — Youth Sports.

- (a) The Town shall officially select and recognize the organization or organizations coordinating the youth athletic community within the Town. Currently, the Little Elm Area Youth Sports Association ("LEAYSA") is the organization coordinating the youth athletic community. The Town may, at any time and for any reason, choose to designate another organization to coordinating some or all of the youth athletic community within the Town. The organization or organizations coordinating the youth athletic community within the town shall hereinafter be referred to as a "Sports Organization" or "Sports Organizations."
- (b) A Sports Organization's governing board or governing body shall operate according to the terms of this Chapter 74.
- (c) A Sports Organization's by-laws shall include, among other items, provisions for regular meetings as may be deemed necessary by the Town, a requirement that records of its proceedings be open to the public, and a requirement that reports be provided to the Town at regular intervals.
- (d) The Sports Organization shall receive and retain it's 501(c)3 status.
- (e) A Sports Organization shall provide that the Town's Recreation Manager, or the Recreation Manager's designee, shall be an ex-officio member of the Sports Organization, who shall be authorized to attend regular meetings of the Sports Organization in order to represent the interest of the Town in all aspects as they may relate to the Town's Parks and Recreation facilities.
- (f) Athletic organization meetings may be held biannually by the Town to discuss issues relating to sports in the Town. The designated contact person for each Sports Organization shall be required to attend such meetings.
- (g) Each Sports Organization shall inform the Parks and Recreation Department of all requests made to the Little Elm School District for use of a sports facility.
- (h) The Sports Organization shall provide the Parks and Recreation Department a complete listing of all individuals serving as head and assistant coaches, as well as background check verification for all coaches by the timeline specified on the document checklist provided by the Town.

Sec. 74-71. — Premises.

- (a) The Town will provide facilities and game fields for sports associations associated with the Town, with priority given to the Sports Organizations. A Sports Organization shall coordinate with the Town to identify field requests for each season of play as soon as practical and not less than thirty (30) days prior to the beginning of practice for the respective season.
- (b) A Sports Organization's teams can begin utilizing Town facilities and fields no more than 30 days prior to the sport's primary season.
- (c) Use of athletic facilities and fields may be adjusted from time to time by the Town, generally based on the regular seasons of a Sports Organization. After consultation with the Sports Organization, the Town shall determine the most appropriate premises and field allocations. The Town shall have the sole discretion to allocate premises and field usage in the manner in which it deems to be in the best interest of the Town.

Sec. 74-72. — Seasons and Hours.

- (a) Usage of lights and fields may be modified with prior notification and approval from the Director of the Parks and Recreation Department or his/her designee.
- (b) The Town shall make a good faith effort to coordinate with the Sports Organizations in determining the appropriate premises and field use dates. Such dates are subject to the approval of and modification by the Town.

Sec. 74-73. — Fees and Assignments.

- (a) Sports Organizations shall not charge any fees for admission of spectators without prior written approval of the Parks and Recreation Director or his/her designee. By way of example only, the Parks and Recreation Department may approve the charging of and admission at a Sports Organization's tournament. No Sports Organizations shall assign or rent out, or allow any other individual or group to use, any property of the Town including, without limitation, Town premises, without prior written consent of the Town.
- (b) Sports Organizations shall charge reasonable fees for programs offered at Town facilities.
- (c) Sports groups which are current members of a Sports Organization will not be required to pay any fee with regard to scheduling.

(d) If requested by the Town, a Sports Organization must submit to the Town a copy of its Federal Tax Return and annual financial statements, which shall include the number of participants within the Sports Organization. Such information shall be submitted by the timeline specified by the Town. If a review of documents is requested and/ or needed during the operation of the league, the party/parties requesting the audit must pay for the audit.

Sec. 74-74. — Unlawful Activities.

(a) Sports Organizations shall not engage in any activities on Town Parks and Recreation property which are in violation of any existing state, federal and/or local law, and/or use any Town premises in such a manner as to unreasonably interfere with the use of the premises by others engaged in lawful activities.

Sec. 74-75. — Permission for Installation or Construction.

- (a) Each Sports Organization, in accordance with the Town's Donation Policies, shall submit to the Town, for written approval, any proposal to install and/or construct temporary and/or permanent structures, signs, equipment, fences and/or other items on Town premises.
- (b) Permanent Structures installed or constructed by a Sports Organization on Town premises shall become the property of the Town. Nothing contained herein shall be construed to prevent a Sports Organization and the Town from entering into a written agreement regarding endorsements, or other activities not specifically regulated under this Chapter.
- (c) Modifications to the structure of park facilities including, but not limited to, concession stands, storage facilities and playing surfaces are strictly prohibited without the express written consent of the Director of the Parks and Recreation Department or his/her designee. This includes, but is not limited to, screws, bolts or anchors in walls; additional fixtures; counter top changes; and the mounting of items from the ceilings in concession stands or storage facilities.

Sec. 74-76. — Concessions.

- (a) The Town may allocate specific vending facilities for use by a Sports Organization. Such allocation of facilities is at the sole discretion of the Town.
- (b) A Sports Organization may utilize the beverage or food vendor of their choice until such time as the Town enters into an agreement for the provision of a specific concessionaire, vendor or vended item(s) for a park facility utilized by the Sports Organization. The Town shall provide thirty

- (30) days' notice to a Sports Organization regarding the effective date of such an agreement and the Sports Organization agrees that it will cease using any other vendor and will cease selling any vended item(s) which would be incompatible with the Town's concessionaire(s) and/or vendor(s) agreement.
- (c) Sports Organizations shall operate allocated concession stands, and all revenues generated from such use shall be for the sole and exclusive use of the Sports Organization, unless there is an outside tournament or event. Fees for an outside tournament or event shall be negotiated on a per event basis with the Town. The Sports Organization shall be responsible for any items stolen or damaged during the course of the year, and shall promptly replace or pay for the same. During use of a concession stand, the Sports Organization shall have signage identifying that the operation of the concession stand is by the Sports Organization.
- (d) A Sports Organization may assist in repairing and replacing minor items inside a concession stand such as light bulbs, etc. A Sports Organization using a concession stand, however, shall be responsible to maintain, repair and replace concession stand equipment.
- (e) A Sports Organization shall be responsible to ensure that any concession stand used by the Sports Organization passes all inspections required by the Town's Health Official. All health permits shall be posted in the concession stand. Sports Organizations shall abide by and comply with any and all local and state health code requirements for food services and any and all other standards of the Town related to food.
- (f) Sports Organizations shall clear the area near a concession stand of all trash, garbage, paper, containers, litter, etc., generated by use of the concession stand. A dumpster and trash receptacles will be provided by the Town for use by the Sports Organization.
- (g) Sports Organizations shall be responsible for keeping only essential concession stand appliances (specifically, refrigerators, freezers and ice machines) operational during non-operating hours. Air conditioners and lights shall be turned off when a concessions stand is not in use. Sports Organizations shall be responsible for the upkeep and maintenance of all Sports Organization-owned equipment used at or in conjunction with the use of a concession stand.
- (h) Sports Organizations are prohibited from storing toxic or hazardous materials in any part of the storage area of a concession stand.

- (i) Sports Organizations shall be responsible for securing insurance for any equipment, inventory and/or any other item(s) owned by the Sports Organization and used at or in conjunction with the use of a concession stand.
- (j) The Town reserves the right to utilize any concession stand when not in use by a Sports Organization. The Town agrees to provide twenty-four (24) hours' notice to the Sports Organization prior to such use.
- (k) Sports Organizations may be required to remove all food, drinks and related condiments from all concession stands within one (1) week after the conclusion of the season(s) and shall perform a thorough cleaning of the entirety of the concession stands.
- (1) Sports Organizations shall have the first right of refusal on operating a concession stand. If a Sports Organization determines not to operate a concession stand, the Town will select private concessionaires and/or vendors to operate the concession stand in any manner authorized by law.

Sec. 74-77. — Documents and Officers.

- (a) Sports Organizations shall submit the following to the Parks and Recreation Department prior to the use of any Town athletic field:
 - (1) A current copy of the Sports Organization's by-laws, rules and regulations, and charter and/or constitution (with any amendments thereto) that have been approved by the general membership of Sports Organization;
 - (2) A current copy of the Sports Organization's annual budget (and any amendments thereto) that has been approved by the general membership of the Sports Organization;
 - (3) A current copy of the Sports Organization's annual financial statements as prepared by accountant;
 - (4) A current certificate of liability insurance with the Town shown as an additional insured, as well as any other organization as required for facility usage;
 - (5) A current listing of telephone, email, and any other contact information for all members of the Sports Organization, designating which members are on the Board of Directors and/or officers for the Sports Organization.

(b) The Parks and Recreation Department shall submit to each Sports Organization the names, addresses and phone numbers of all appropriate contacts of the Parks and Recreation Department.

Sec. 74-78. — Rosters and Schedules.

- (a) All Sports Organizations shall submit to the Parks and Recreation Department rosters of all of its participant's names, mailing addresses, and a listing of the full schedule for each season for each sport. The rosters shall be submitted after completion of sports registration, and the full sports schedule shall be submitted to the Parks and Recreation Department at least seven business days prior to the first regular season game or practice season, whichever comes first. All Sports Organization shall provide to Town the beginning and ending dates for that particular sports' season.
- (b) Youth sports teams that utilize a selection process, other than an open draft, to form teams and/or participate in Competitive, and/or Select, and/or Club Associations must reserve facilities through the Parks and Recreation Department.
- (c) Parks and Recreation Department maintenance crews will require a minimum of twenty-four (24) hours prior notice of rescheduled tournament games by any Sports Organization. If the required twenty-four (24) hour notice is not received, the Town may decline to prepare fields for such use.
- (d) Changes to any game, practice, or tournament schedule must be submitted by the Sports Organization to the Parks and Recreation Department before the changes are to be implemented.
- (e) In the event that a game is canceled due to rain or other inclement weather event, no Sports Organization may move the game to another field without the prior approval of the Parks and Recreation Director or his/her designee.
- (f) The Town reserves the right to utilize Town premises for any purpose when a Sports Organization approved activity is not scheduled.
- (g) If a Sports Organization fails to use Town premises for its designated and scheduled activities, the Sports Organization may forfeit future scheduled time or be charged for the Town's time spent in preparing the premises for use.

(h) Youth sports organizations which are current members of a Sports Organization shall be given priority over non-members in scheduling the use of Town premises.

Sec. 74-79. — Field Manager.

Sports Organizations shall designate at least one (1) field manager for each specific sport. Sports Organizations shall furnish the Parks and Recreation Department the name(s) and telephone number(s) of each person(s) designated as field manager(s). It shall be the responsibility of the field manager to meet with and discuss field conditions with a Parks and Recreation Department representative. It shall also be the responsibility of the field manager to submit a work order form to the Parks and Recreation Department to request any maintenance, repairs or supplies. The Parks and Recreation Department shall, in its sole discretion, determine whether the Town will complete the work requested in the submitted work order form. Before the beginning of each sports season, the Sports Organization field manager shall meet with the Parks and Recreation Director, or his/her designee, to be briefed on maintenance procedures and techniques.

Sec. 74-80. — Insurance.

- (a) Every Sports Organization, at its own cost and expense, shall obtain and keep in force public liability insurance for the purpose of protecting the Sports Organization (and its officials, players, members, officers, spectators, participants, invitees, representatives, volunteers, agents, and/or servants) and the Town (and all Town agents, officials, servants, representatives and employees and/or volunteers) from any and all claims for damages to property and/or injury to person (including death) which may arise from and/or out of the Sports Organization's use and/or occupation of Town premises, and any incidents(s) related thereto. All insurance shall be issued by a company duly authorized to conduct business in the State of Texas, which is A-rated or better, and is determined to be acceptable by the Town's Finance Department.
- (b) Every Sports Organization must procure and maintain insurance limits as listed in the Town's standard insurance requirements. At a minimum, the requirements shall include Workers Compensation, General Liability and Automotive. Policy limits and requirements are detailed in the Town's standard insurance requirements.

(c) All insurance policies shall be subject to the examination and approval of the Town's Finance Director or his/her designee for their adequacy as to content, protection and the named insurance company. Every Sports Organization shall furnish to Town copies of such Certificates of Insurance prior to the commencement of any activities by the Sports Organization at Town premises.

Sec. 74-81. — Public Address System.

(a) Sports Organizations shall comply with the Town's Noise Ordinances and noise requirements at all times.

Sec. 74-82. — Commissioner.

(a) Each Sports Organization shall provide and require that a representative be on-site at each Sports Organization's league or tournament game held and/or conducted on Town premises.

Sec. 74-83. — On-Site Signage and Advertising.

- (a) Each Sports Organization shall be responsible for contacting and receiving approval from the Parks and Recreation Director, or his/her designee, for all signage requests prior to placing any sponsor and/or advertising signage on Town premises. The Town shall have the final authority to determine where signage can or cannot appear on Town premises.
- (b) Signs may be installed not earlier than one (1) week prior to the competition season. All signs are to be removed not later than one (1) week after the completion of the season.
- (c) Signs shall be in good taste and not promote alcohol, tobacco or nudity. The Town shall be the sole and exclusive arbiter of whether a sign is in good taste and whether the sign promotes alcohol, tobacco or nudity.
- (d) Each Sports Organization shall be responsible to properly install, remove and maintain their signage. Signs must remain in good quality condition and must not pose a hazard to participants or spectators.

Sec. 74-84. — Maintenance for Public Fields.

- (a) The Town shall maintain the athletic fields and all turf areas of the playing fields, and shall be responsible for mowing, weed control, fertilizing, and herbicide spraying.
- (b) The Town shall mark all game fields from the grass area to the foul pole. The Town shall also mark all soccer game fields.

- (c) The Town shall chalk athletic fields once a day for field rentals (games only) prior to first games.
- (d) The Sports Organization is responsible for chalking/marking baseball and softball fields with a Parks and Recreation approved product. The Sports Organization must provide its own Town-approved marking product. The Town will provide equipment for chalking/marking the fields.
- (e) The Town shall maintain all bleachers.
- (f) The Town shall provide and maintain all area and ball field lighting systems.
- (g) The Town shall be responsible for the maintenance of any irrigation system and watering systems, and for the watering of the outfield areas.
- (h) The Town shall maintain the restrooms in a sanitary condition. The Town will stock restrooms. The Sports Organization is responsible for helping keep restrooms clean and restocking the restrooms on game day as necessary. The Town will provide all supplies for cleaning and restocking.
- (i) The Town shall be responsible for all public scoreboards. The Sports Organization shall maintain and provide any repairs to the scoreboard control boxes and pay for replacement of the scoreboard control boxes if misplaced or lost by the Sports Organization.
- (j) The Sports Organization shall be responsible for daily game day collection of all litter on the fields including, but not be limited to, playing areas, fences, bleachers, concession stands, and adjacent grounds. The Sports Organization shall be responsible to provide that all litter is placed in the dumpsters provided by the Town. The Town shall provide trash pick-up service for these dumpsters. The Sports Organization shall be responsible to provide that no trash is left outside of the concession stands and that all trash is placed with a dumpster.
- (k) The Sports Organization is prohibited from performing any maintenance to any turf without written permission from the Town.
- (1) The Sports Organization shall ensure that all secured areas remain locked at the completion of each activity.
- (m) The Sports Organization shall provide for any special needs or services such as port-a-cans, security, traffic control devices, or police officers needed as a result of the Sports Organization's use of Town facilities.

- (n) The Sports Organization shall recognize the Town's Inclement Weather Policy, which provides, among other reasons, the following bases for Athletic Field closure and postponement: (1) Raining at or before game time creating an unplayable facility; and (2) Athletic Fields for which it is determined need to be closed in the interest of participant safety and/or preservation of good playing surfaces.
- (o) The Parks and Recreation Director, or his/her designee, will take responsibility for making a decision on Athletic Field closure and postponement based upon field conditions, weather and/or any other reason deemed appropriate by the Parks and Recreation Director, or his/her designee.
- (p) After games have begun and inclement weather becomes a factor, the Sports Organization shall follow the same guidelines set forth herein in deciding whether to cancel and/or postpone any game.
- (q) In the event of lightning and/or thunder, all participants and spectators must vacate playing fields, bleachers, and other unsafe areas. These areas are to remain vacated for a minimum of thirty (30) minutes after the last observed lightning event and/or hearing of thunder.

Sec. 74-85. — Equipment List and Requirements.

- (a) Keys and/or lock codes will be distributed to Sports Organizations at the beginning of the season, or the implementation of a rental agreement, to the main gates, fields, lights, and buildings to be used by the Sports Organization. These keys must be returned to the Parks and Recreation Department within one (1) week of the conclusion of the regular season or rental, unless approved by Parks and Recreation Director.
- (b) The Sports Organization is responsible for the care of all keys distributed to it. If a key is misplaced or lost, the Sports Organization will be solely responsible for any costs involved with changing the locks and/or replacing keys.
- (c) The Town shall not be responsible for any loss of and/or damage to any and all equipment and/or any other item(s) stored in the storage areas by the Sports Organization.

Sec. 74-86. — Athletic Facility Use.

(a) There shall be a two (2) week period between the conclusion of one league and the beginning of another league, providing the leagues are playing on multi-use facilities. Leagues must honor days and time allotted for facilities, and must relinquish all facilities for other scheduled activities.

- (b) All associations and coaches shall undertake good faith efforts to ensure that all participants and spectators park in designated parking areas.
- (c) Individual teams and associations must find their own workout areas. The Town shall only furnish facilities for approved Sports Organizations.
- (d) Any Sports Organization that is affiliated with a national and/or state association shall submit its rules and guidelines to the Parks and Recreation Department.
- (e) No Sports Organization shall sublease fields to any association or group not recognized by the Town.
- (f) A Sports Organization shall be allowed to interlock with like organizations upon approval from the Parks and Recreation Director, or his/her designee.
- (g) Failure to comply with the rules and guidelines established by this Chapter by a Sports Organization may result in the loss of use of sports facilities and related privileges by the Sports Organization. The Parks and Recreation Department Director may restrict the use of assigned facilities by the Sports Organization until the Sports Organization is determined to be in compliance with the rules and guidelines established by this Chapter.
- (h) Games and practices are not allowed on fields when "Fields Closed" signs are displayed or when gates are locked.
- (i) Games and practices shall not be played on muddy fields.
- (j) No game fields shall be used for practices, tryouts, scrimmages, etc., without the permission of the Parks and Recreation Department
- (k) Teams must honor the time allotted for fields and relinquish fields for other scheduled activities.
- (1) All organized practice utilizing Town parks and athletic facilities must be approved through the Parks and Recreation Department. Reservation permits shall be issued to teams renting Town athletic facilities. All organized activities must have a reservation permit. At the discretion of the Parks and Recreation Department, organized activities utilizing Town athletic facilities without a reservation permit will be asked vacate the premises, and may be subject to fine up to \$500 for violation of this provision.

- (m) The Parks and Recreation Department will maintain all fields to Town specifications. Youth sports, personal rentals, and organizations renting athletic fields may request that field lines be marked for an additional fee.
- (n) All fields will be maintained on a daily basis after an approved schedule of games is provided to the Town. All fields will be marked on Friday afternoons for weekend games.
- (o) All Athletic field users must comply with all applicable ordinances, laws, rules, codes, standards, and regulations of the Town and of any other governmental entity or agency with jurisdiction over Town facilities.
- (p) All athletic fields (i.e., softball, baseball, soccer) are closed the second week in June through the second week in July for annual maintenance. Parks Maintenance reserves the right, however, to adjust this schedule as deemed appropriate by Parks Maintenance.
- (q) The Parks and Recreation Department Director, staff designated by the Director, authorized Sports Organization representatives, and the Police Department, have the authority to eject anyone causing disruptive or abusive behavior in a Town park.
- (r) The Sports Organization or other renting party is responsible for picking up trash associated with the event, game, or tournament. A fee can be imposed on the Sports Organization if Parks Maintenance is required to pick up trash following the event due to the failure of the Sports Organization to fully clean up the site. Trash receptacles are located within each Town Park for the Sports Organization's trash.

Sec. 74-87. — Facilities Allocation Procedures.

- (a) All athletic facility request forms should be submitted to the Parks and Recreation Department. Final allocation of facilities shall be by the authority and discretion of the Parks and Recreation Department.
- (b) If conflicts arise, or if an allocation decision is needed, the Parks and Recreation Department will make final allocation decisions.
- (c) All Sports Organizations must establish a specific sports season and request approval from the Parks and Recreation Department to expand the season.
- (d) Town recognized youth sports association primary seasons shall have priority over practice or tournaments unless the Parks and Recreation Department gives approval through the allocation process.

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- (e) The primary season for use of Parks and Recreation Department facilities shall be as follows: Baseball Spring/Fall; Basketball Winter; Softball Spring/Fall; Soccer Spring/Fall; Football Spring/Fall; and Volleyball Spring/Fall, Cheer Spring/Fall.
- (f) All allocation applications must be turned in at least one (1) week prior to regular scheduled meetings.
- (g) Sports Organizations shall select their primary season if they conduct two (2) or more seasons per calendar year.
- (h) All allocations of facilities shall be determined in the best interests of the Town.
- (i) Teams participating in all-star tournaments or playoffs in their respective leagues must be granted approval by the Town prior to the start of practices.

Sec. 74-88. — Tournaments.

- (a) Only two free tournaments per season per sport for youth league play shall be allowed without approval by the Parks and Recreation Department.
- (b) The Town reserves the right to host any regional, state or national tournament, which would take precedence over any other tournament.
- (c) A Sports Organization hosting league play-offs must submit in writing the dates they desire to conduct play-off games.
- (d) Tournament requests must be made in writing by a Sports Organization, or other non-profit organization, to the Parks and Recreation Department. Facility request forms may be picked up at the Parks and Recreation Department, which is located in the Recreation Center (303 Main Street, Little Elm, Texas 75068). Tournament approval must be granted by the Parks and Recreation Department before invitations for the tournament are sent out. Approval for association-sponsored tournaments will be contingent upon the sanctioning of Town-sponsored tournaments.
- (e) The proceeds from any tournament must benefit either the Sports Organization or the Town.
- (f) Residents, non-residents, or companies may request, in writing, to reserve game fields for special occasions or for a non-profit tournament. Rental fees associated with Athletic Fields shall be provided on the Athletics Field Rental Agreement.

Sec. 74-89. — Clinics or Camps.

- (a) All clinics or camps must be approved by the Parks and Recreation Department.
- (b) Registration procedures must be approved by the Parks and Recreation Department. An agreed upon percentage of gross revenue generated from the camp or clinic will be paid to the Town as a user fee. No clinic and camps shall be permitted without the payment of an agreed upon user fee.
- (c) A request to host a clinic by non-athletic committee members must be submitted to the Parks and Recreation Department ninety (90) days prior to the clinic or camp.
- (d) Camps/clinics through a Sports Organization must be scheduled within the sport's primary season.

Sec. 74-90. — Special Events.

(a) The Parks and Recreation Department reserves the right to host any special event, which special event would take precedence over local league play, tournaments, etc."

Section 3. Repeal of Conflicting Ordinances.

This Ordinance, upon its enactment and effective date, shall repeal all conflicting ordinances.

Section 4. Severability.

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 for any reason, the validity of the remaining portion of this ordinance; and the Town Council hereby declares it would have passed such portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 5. Effective Date.

This Ordinance shall be effective im publication in accordance with and as provide	mediately upon its passage, approval and d by law and the Town Charter.
DULY PASSED AND APPROVED Elm, Texas on this day of	by the Town Council of the Town of Little, 2016
	David Hillock, Mayor Town of Little Elm, Texas
5.	
ATTEST:	
Kathy Phillips, Town Secretary	
APPROVED AS TO FORM:	
Town Attorney, Robert Brown	

TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET:

COUNCIL MEETING DATE: March 1, 2016

PROJECT:

Certificate of Unopposed Candidates

DESCRIPTION:

As the authority responsible for having the official ballot prepared, I certify the candidates for Place 2 James Dominy and Place 4 Chip Norman are unopposed for election to office scheduled to be held on May 7, 2016. And present to the Presiding Officer of the Governing

Body for acceptance of this certification.

COST:

N/A

FUNDING:

N/A

SCHEDULE:

For May 2016 Election

RECOMMENDED

ACTION:

Acceptance of Certification of Unopposed Candidates.

ATTACHMENT:

Certificate of Unopposed Candidates

TOWN CONTACT:

Kathy Phillips, Town Secretary @ 214-975-0404

Robert Brown, Town Attorney

CERTIFICATE OF UNOPPOSED CANDIDATES FOR OTHER POLITICAL SUBDIVISION (NOT COUNTY)

CERTIFICACION DE CANDIDATOS UNICOS PARA OTRAS SUBDIVISIONES POLITICAS (NO EL CONDADO)

To: Presiding Officer of Governing Body
AL: Presidente de la entidad gobernante

As the authority responsible for having the official ballot prepared, I hereby certifiy that the following candidates are unopposed for election to office for the election scheduled to be held on May 7, 2016.

Como autoridad a cargo de la preparacion de la bolete de votacion oficial, per la presente certifico que los siguientes candidatos son candidatos unicos para eleccion para un cargo en la eleccion que se llevara a cabo el 7de mayo 2016.

List of offices and names of candidates:

Lista de cargos y nombres de los candidatos:

Office(s) Cargo(s)	Candidate(s) Candidato(s)
Council member Place 2	James Dominy
Council member Place 4	Chip Norman
Signature (Firma) Shathy Phillips	
Printed name (Nombre en letra de molde) Town Secretary	HILLE ELM, TEXASIA
Title (Puesto)	5
Date of signing (Fecha de firma)	Seal vello)

TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET:

COUNCIL MEETING DATE: March 1, 2016

PROJECT: Order of Cancellation

DESCRIPTION: An ordinance cancelling the General Election to be held Saturday,

May 7, 2016 in accordance with Section 2.053 (a) of the Texas

Election Code: The following candidates have been certified as unopposed and are hereby elected at follows: Council member Place 2 James Dominy and Council member Place 4 Chip Norman.

COST: N/A

FUNDING: N/A

SCHEDULE: For May 2016 Election

RECOMMENDED

ACTION: Approval of Ordinance No. 1318.

ATTACHMENT: Copy of Ordinance No. 1318.

TOWN CONTACT: Kathy Phillips, Town Secretary @ 214-975-0404

Robert Brown, Town Attorney

TOWN OF LITTLE ELM, TEXAS

ORDINANCE NO. 1318

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, CANCELING THE MAY 7, 2016, GENERAL ELECTION AND DECLARING THE UNOPPOSED CANDIDATES ELECTED TO OFFICE; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 16, 2016, the Town Council of the Town of Little Elm, Texas, approved Ordinance No. 1313 ordering a general election for the purpose of electing a Town Council Member for Place 2 and electing a Town Council Member for Place 4; and

WHEREAS, the Town Secretary has certified in writing that the Council candidates are unopposed for the election to office; and

WHEREAS, the filing deadlines for placement on the ballot and declaration of a write-in candidacy for the Council candidates has passed; and

WHEREAS, Section 2.053 of the Texas Election Code authorizes a governing body of a political subdivision, by order or ordinance, to declare each unopposed candidate elected to office and cancel the election; and

WHEREAS, the Town Council hereby finds that the Council candidates for the May 7, 2016, General Election should be declared to be elected to office, and that the May 7, 2016 General Election should be canceled.

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 - CANCELATION OF ELECTION

The May 7, 2016 General Election is hereby canceled.

SECTION 3 - DECLARATION OF ELECTION TO OFFICE

The following candidates, are unopposed in the May 7, 2016, General Election, and the following are hereby declared to be elected to serve three-year terms to the offices noted as

follows:

Town Council, Place 2 – James Dominy Town Council, Place 4 – Chip Norman

They shall be issued certificates of election on or after May 7, 2016.

SECTION 4 - OATH OF OFFICE AND EXERCISE OF DUTIES

Pursuant to Title 2, Chapter 22, Sub-Chapter A, of the Texas Local Government Code each candidate elect so named in Section 3 of this Ordinance shall be administered the Oath of Office at Little Elm Town Hall and may exercise the duties of office once the Oath of Office is administered and all other required documents are completed as required by the Election Code.

SECTION 5 - DIRECTIONS TO TOWN SECRETARY

The Town Secretary is hereby directed to post a copy of this Ordinance at all designated polling places on Election Day, May 7, 2016.

SECTION 6 - CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of said Ordinances except those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in forces at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided, however, that any complaint, action, claim or lawsuit that has been initiated or has arisen under or pursuant to any of the Ordinances or sections thereof that have been specifically repealed on the date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance or section thereof and for that purpose the Ordinance or section thereof shall remain in full force and effect.

SECTION 7 - SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase, or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the Town Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 8 - ENGROSSMENT AND ENROLLMENT

The Town Secretary of the Town of Little Elm is hereby directed to engross and enroll this Ordinance by filing this Ordinance in the ordinance records of the Town.

SECTION 9 - EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas this 1st day of March, 2016.

	David Hillock, Mayor
ATTEST:	
Kathy Phillips, Town Secretary	3
APPROVED AS TO FORM:	
Robert F Brown Town Attorney	-