



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

**Tuesday, June 1, 2021**

**6:00 PM**

**Little Elm Town Hall**

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

1. **Call to Order Council Workshop at 6:00 p.m.**
  - A. Invocation.
  - B. Pledge to Flags.
  - C. Items to be Withdrawn from Consent Agenda.
  - D. Emergency Items if Posted.
  - E. Request by the Town Council for Items to be Placed on a Future Agenda for Discussion and Recognition of Excused Absences.
  - F. Presentation of Monthly Updates.
  - G. Town Council to Highlight Items on the Agenda Needing Further Discussion or Comments Prior to the Regular Session.
2. **Workshop.**
  - A. Present and Discuss **Fiber Optics in the Town of Little Elm.**
  - B. Present and Discuss an **Update on the Proposed Town's Water Utility and Customer Service Ordinance.**
3. **Presentations.**

- A. Present a **Certificate of Recognition to Logan Bussard for Outstanding Customer Service.**
- B. Present a **Certificate of Recognition to Officer Ligia Ramirez for Outstanding Customer Service.**
- 4. **Roll Call/Call to Order Regular Town Council Immediately Following Council Workshop.**
- 5. **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.*
- 6. **Consent Agenda**  
*All matters listed under the Consent Agenda are considered to be routine by the Town Council and require little or no deliberation. There will not be a separate discussion of these items and the agenda will be enacted by one vote. If the Council expresses a desire to discuss a matter listed, that item will be removed from the consent agenda and considered separately.*
  - A. Consider Action to Approve the **Minutes from the May 18, 2021, Regular Town Council Meeting.**
  - B. Consider Action to Approve **Resolution No. 0601202101** and all matters incident and related to the **notice of intention to issue and sale of "Town of Little Elm, Texas, Combination Tax and Revenue Certificate Obligation, Series 2021"**, including authorizing **SAMCO Capital Markets, Bond Counsel, and Town Officials to proceed with the issuance process for the Certificates.**
  - C. Consider Action to Approve an **Amended and Restated Interlocal Agreement for Fire, Rescue, and Emergency Medical Services between the Town of Little Elm and the Town of Lakewood Village.**
  - D. Consider Action to Approve the **Town of Little Elm Sponsorship Policy.**
  - E. Consider Action to Award a **Professional Services Contract to TRC Engineers, Inc. for the Lobo Lane Technology Park Project (RFQ 2021-17).**
  - F. Consider Action to Award a **Professional Services Contract to Blais & Associates for Grant Management Services regarding the Lobo Lane Technology Park Project (RFQ 2021-18).**
  - G. Consider Action to Approve **Resolution No. 0601202102** supporting the application for grant **funding through the North Central Texas Council of Government's Solid Waste Local Project Funding Program.**
  - H. Consider Action to Approve an **Encroachment Agreement with CoServ Electric regarding the Siri's Crossing Development.**
  - I. Consider Action to **Approve the Abandonment of an Existing Electric Easement Located at 111 Main Street.**
  - J. Consider Action to Approve **Resolution No. 0601202103 Adopting an Assignment of Declaration of the Town.**

- K. Consider Action to Award a **Professional Services Contract for Planning Services related to the West Side Study and Development Ordinances Initiative.**
7. **Reports and Requests for Town Council consideration.**
- A. Present, Discuss, and Consider Action on **Resolution No. 0601202104 Accepting an Invitation From and Agreeing to Affiliate with Fort Portal, Tooro as Sister Cities.**
8. **Convene in Executive Session pursuant to Texas Government Code:**
- Section 551.071 for private consultation with the Town Attorney to discuss the COVID-19 pandemic and municipal authority to respond to the COVID-19 outbreak and to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.
  - Section 551.072 to discuss certain matters regarding real property.
  - Section 551.074 of the Texas Government Code to discuss and deliberate personal matters to evaluate performance duties, of a public officer or employee(s).
  - Section 551.076 to discuss security matters.
  - Section 551.087 to discuss Economic Development.
9. **Reconvene into Open Session**
- Discussion and consideration to take any action necessary as the result of the Executive Session:
- COVID-19 Pandemic and the Town’s response thereto, including the consideration of an emergency declaration ordinance.
  - Section 551.071 for private consultation with the Town Attorney to discuss the COVID-19 pandemic and municipal authority to respond to the COVID-19 outbreak and to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.
  - Section 551.072 to discuss certain matters regarding real property.
  - Section 551.074 of the Texas Government Code to discuss and deliberate personal matters to evaluate performance duties, of a public officer or employee(s).
  - Section 551.076 to discuss security matters.
  - Section 551.087 to discuss Economic Development.
10. **Adjourn.**

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

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

Respectfully,

Town Secretary

**This is to certify that the above notice was posted on the Town's website this 28th day of May 2021 before**

5:00 p.m.



**Date:** 06/01/2021  
**Agenda Item #:** 2. A.  
**Department:** Administrative Services  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Fred Gibbs, Director of Development Services

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**AGENDA ITEM:**

Present and Discuss **Fiber Optics in the Town of Little Elm.**

**DESCRIPTION:**

Open Infra, Inc. will be making a presentation regarding their future plan to install fiber optics throughout the Town of Little Elm.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Information only, no action required.

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**Date:** 06/01/2021  
**Agenda Item #:** 2. B.  
**Department:** Finance  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Kelly Wilson, Chief Financial Officer

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**AGENDA ITEM:**

Present and Discuss an **Update on the Proposed Town's Water Utility and Customer Service Ordinance.**

**DESCRIPTION:**

Staff will discuss the proposed modifications to the Town's Water Utility and Customer Service Ordinance. The purpose of this item is for Town Council to provide feedback before the Ordinance is presented for formal approval at the June 15 Council Meeting.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Information only, no action required.

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**Date:** 06/01/2021  
**Agenda Item #:** 3. A.  
**Department:** Administrative Services  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Kate Graham, Assistant to the Town Manager

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**AGENDA ITEM:**

Present a **Certificate of Recognition to Logan Bussard for Outstanding Customer Service.**

**DESCRIPTION:**

Public Works employee Logan Bussard is being recognized for excellent customer service. On Friday, May 7, 2021, Police Chief Rodney Harrison utilized the courtesy drop site and was highly impressed by Bussard. Bussard was wearing a face covering and practicing proper COVID protocols. He was climbing onto a front end loader as Harrison arrived at the check in station. Instead of continuing to operate the loader, he dismounted and walked over and checked Harrison in. Bussard recognized Harrison's street by his diver's license and commented on spending several days working on the sidewalks in that neighborhood. He asked about them and if they still looked good. Bussard displayed a positive demeanor and was very helpful. Harrison observed Bussard interact with several other citizens that day and Bussard treated each of them with the same respect and customer service.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Information only, no action required.

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**Date:** 06/01/2021  
**Agenda Item #:** 3. B.  
**Department:** Administrative Services  
**Strategic Goal:** Ensure strong relationship within the community and region  
**Staff Contact:** Kate Graham, Assistant to the Town Manager

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**AGENDA ITEM:**

Present a **Certificate of Recognition to Officer Ligia Ramirez for Outstanding Customer Service.**

**DESCRIPTION:**

In April 2021, Officer Ramirez became aware of a student at Walker Middle School that was communicating with a student in Elkhart, Indiana who was feeling suicidal. Officer Ramirez showed initiative and thoroughness by taking the time to locate the police department of Elkhart, Indiana and request a welfare check on the student. The police department was able to determine what school district the student attended and their director of safety contacted the student for a welfare check. In a situation where a student was hundreds of miles away and feeling suicidal, Officer Ramirez took the time to investigate and make sure the student was safe, displaying outstanding customer service.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Information only, no action required.

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**Date:** 06/01/2021  
**Agenda Item #:** 6. A.  
**Department:** Administrative Services  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Kate Graham, Assistant to the Town Manager

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**AGENDA ITEM:**

Consider Action to Approve the **Minutes from the May 18, 2021, Regular Town Council Meeting.**

**DESCRIPTION:**

The minutes from the May 18, 2021, regular meeting are attached for approval.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Staff recommends approval.

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**Attachments**

Minutes - May 18, 2021

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

**REGULAR TOWN COUNCIL MEETING  
TUESDAY MAY 18, 2021 - 6:00 p.m.**

Present: Mayor David Hillock; Mayor Pro Tem Neil Blais; Council Member Tony Singh; Council Member Curtis Cornelious; Council Member Lisa Norman; Council Member Michael McClellan

Absent: Council Member Nick Musteen

Staff Present: Joe Florentino, Assistant Town Manager; Matt Mueller, Town Manager; Fred Gibbs, Director of Development Services; Hayden Brodowsky, Development Services Manager; Jason Shroyer, Director of Public Works; Jennette Espinosa, EDC Executive Director; Kate Graham, Assistant to the Town Manager; Kelly Wilson, Chief Financial Officer; Paul Rust, Fire Chief; Robert Brown, Town Attorney; Rodney Harrison, Police Chief; Erin Mudie, Managing Director of Marketing & Communications; Wesley Brandon, Town Engineer

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

*Meeting was called to order at 6:02 p.m.*

**A.** Invocation.

*Invocation was given by Council Member Curtis Cornelious.*

**B.** Pledge to Flags.

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

*None.*

**D.** Emergency Items if Posted.

*None.*

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

*Council Member Neil Blais requested a discussion on Cybersecurity to be placed on a future agenda during Executive Session.*

- F. Presentation of Monthly Updates.

***Town Manager Matt Mueller gave an update on the level of Lake Lewisville and how it may impact Memorial Day weekend. Development Services Director Fred Gibbs introduced the new Planning Manager Olga Chernomorets.***

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

***None.***

**2. Workshop.**

- A. Present and Discuss **Upcoming Certificates of Obligation.**

***Town Manager Matt Mueller gave an overview of town projects funded by Certificates of Obligation in the attached presentation.***

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

**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.*

***None.***

**5. Presentations**

- A. Present a **Certificate of Recognition to April Pike-Thomas for her Donation to the Little Elm Animal Shelter.**

***Mayor David Hillock presented a Certificate of Recognition to April Pike-Thomas for her donation to the Little Elm Animal Shelter. Ms. Pike-Thomas briefly described the details of her donation.***

- B. Present a **Certificate of Recognition to Aidan Miller for his Donation to the Little Elm Animal Shelter.**

***Mayor David Hillock presented a Certificate of Recognition to Aidan Miller for his donation to the Little Elm Animal Shelter. Mr. Miller briefly described the details of his donation.***

- C. Present a **Certificate of Recognition to Will Kelley-Weaver for his Donation to the Little Elm Animal Shelter.**

***Mayor David Hillock presented a Certificate of Recognition to Will Kelley-Weaver for his donation to the Little Elm Animal Shelter. Mr. Kelley-Weaver briefly described the details of his donation.***

- D. Present a **Certificate of Recognition to Officer Claudio Coronado and Sergeant T.J. Gonzalez for Outstanding Customer Service.**

***Town Manager Matt Mueller described the incident with Sergeant T.J. Gonzalez and presented him a Certificate of Recognition. Mueller then outlined the incident with Officer Claudio Coronado and Sergeant Sean Kinney and presented them Certificates of Recognition.***

- E. Present a **Proclamation Recognizing May 16-22, 2021 as National Public Works Week.**

***Mayor Hillock read a Proclamation recognizing May 16-22, 2021, as National Public Works Week. Public Works Director Jason Shroyer was present.***

**6. Consent Agenda**

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

Motion by Council Member Lisa Norman, seconded by Council Member Curtis Cornelious **to approve the Consent Agenda.**

**Vote:** 6 - 0 - Unanimously

- A. Consider Action to Approve the **Minutes from the May 4, 2021, Regular Town Council Meeting.**
- B. Consider Action to Approve the **Minutes from the May 11, 2021, Special Town Council Meeting.**
- C. Consider Action to Approve **Resolution No. 0518202103 Adopting a Revised Charter, as Approved and Amended by the Voters at the Election Held on May 1, 2021, through the Passage of Three (3) Home-Rule Charter Amendments.**
- D. Consider Action to Approve **Ordinance No. 1610 Amending the FY 2020-2021 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.**
- E. Consider Action to Approve **Resolution No. 0518202101 the Town of Little Elm Denying CoServ Gas, Ltd.'s Requested Rate Increase; Requiring the Company to Reimburse the Town's Reasonable Ratemaking Expenses.**
- F. Consider Action to Approve **Amendment #2 to the Professional Services Agreement with Cobb-Fendley & Associates Regarding Development Plan Review Services.**

- G. Consider Action to Approve a **Dedication Agreement for Right of Way Property between MM Little Elm 548, LLC and the Town of Little Elm.**

**7. Public Hearings.**

- A. Hold a Public Hearing to **Consider Testimony Related to Rudman Tract Public Improvement District Service and Assessment Plan, Including the Phase #2 Direct Improvement Assessment Roll.**

**Open Public Hearing:**  
**Receive Public Comments:**  
**Close Public Hearing:**

*Chief Financial Officer Kelly Wilson gave an overview of the Rudman Tract Public Improvement District Service and Assessment Plan.*

**Open Public Hearing: 6:25 p.m.**  
**Receive Public Comments: Robert Miklos, 1800 Valley View Lane, Ste 360, Farmers Branch, Texas 75234, the attorney for the property owner spoke on being in favor of the assessment.**  
**Close Public Hearing: 6:27 p.m.**

- B. Continue a Public Hearing, Present, Discuss, and Consider Action to **Rezone Approximately 4.4 acres of Land from Lakefront (LF) w/ Specific Use Permit for Child Care Center to Planned Development-Lakefront (PD-LF) to Allow for the Use of Mixed-Use and Commercial with Modified Development Standards, Generally Located at the Southwest Corner of Eldorado Parkway and Hillside Drive, within Little Elm’s Town Limits.**

**Public Hearing Continued:**  
**Receive Public Comments:**  
**Close Public Hearing:**  
**Take Action:**

Motion by Council Member Curtis Cornelious, seconded by Council Member Lisa Norman **to continue the public hearing until Town Staff is comfortable moving forward with the Planned Development.**

**Vote: 6 - 0 - Unanimously**

*Town Council entered into Executive Session at 6:29 p.m. to consult on this item with the Town Attorney.*

*Town Council reconvened into Open Session at 6:53 p.m. to take action on this item.*

**Public Hearing Continued: 6:53 p.m.**  
**Receive Public Comments: None.**  
**Close Public Hearing:**

**8. Reports and Requests for Town Council consideration.**

- A. Present, Discuss, and Consider Action to Approve the **Development Agreement for the Lakeshore Plaza Planned Development between the Town of Little Elm and Matt Mahdi Shekari with Lakeshore Plaza and authorize the Town Manager to Execute Amendment for the Same Subject to the Planned Development Ordinance being Approved.**

Motion by Mayor Pro Tem Neil Blais, seconded by Council Member Michael McClellan *to table the item until Town Staff is comfortable moving forward with the Planned Development.*

**Vote:** 6 - 0 - Unanimously

- B. Present, Discuss and Consider Action on **Resolution No. 0518202102 Approving and Authorizing the Mayor to Execute the Rudman Tract Public Improvement District Phase #2 Direct Improvements Reimbursement Agreement, the Rudman Tract Public Improvement District Phase #2 Direct Improvements Construction, Funding and Acquisition Agreement, and the Rudman Tract Public Improvement District Phase #2 Direct Improvements Landowner Agreement; and Resolving Other Matters Related Thereto.**

Motion by Mayor Pro Tem Neil Blais, seconded by Council Member Curtis Cornelious *to approve Resolution No. 0518202102.*

**Vote:** 6 - 0 - Unanimously

*Chief Financial Officer Kelly Wilson gave a brief overview of the item.  
This item was discussed and voted on after item 8C.*

- C. Present, Discuss, and Take action on **Ordinance No. 1611 Accepting and Approving an Updated Service and Assessment Plan and Phase #2 Direction Improvements Assessment Roll for the Rudman Tract Public Improvement District; Making a Finding of Special Benefit to the Property in Phase #2 of the District; Levying Assessments Against Property Within Phase #2 of the District and Establishing a Lien on Such Property; Providing for the Method of Assessment and the Payment of Assessments in Accordance with Chapter 372, Texas Local Government Code, as Amended; Providing Penalties and Interest on Delinquent Assessments; Providing for Severability; and Providing an Effective Date.**

Motion by Council Member Michael McClellan, seconded by Council Member Tony Singh *to approve Ordinance No. 1611.*

**Vote:** 6 - 0 - Unanimously

*Chief Financial Officer Kelly Wilson gave a brief overview of the item.  
This item was presented and voted on prior to item 8B.*

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

- Section 551.071 for private consultation with the Town Attorney to discuss the COVID-19 pandemic and municipal authority to respond to the COVID-19 outbreak and to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.
- Section 551.072 to discuss certain matters regarding real property.

- Section 551.074 of the Texas Government Code to discuss and deliberate personal matters to evaluate performance duties, of a public officer or employee(s).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

***Council convened into Executive Session at 6:29 p.m.***

**10. Reconvene into Open Session**

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

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

***Council reconvened into Open Session at 6:53 p.m.***

***No action was taken.***

**11. Adjourn.**

***Meeting was adjourned at 6:57 p.m.***

Respectfully,

**Caitlan Biggs**  
Town Secretary

Passed and Approved this 1st day of June 2021



## Town Council Meeting

**Date:** 06/01/2021  
**Agenda Item #:** 6. B.  
**Department:** Finance  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Kelly Wilson, Chief Financial Officer

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### AGENDA ITEM:

Consider Action to Approve **Resolution No. 0601202101 and all matters incident and related to the notice of intention to issue and sale of "Town of Little Elm, Texas, Combination Tax and Revenue Certificate Obligation, Series 2021", including authorizing SAMCO Capital Markets, Bond Counsel, and Town Officials to proceed with the issuance process for the Certificates.**

### DESCRIPTION:

The Town has been working closely with our Financial Advisor, Mark McLiney and Andrew Friedman, with SAMCO Capital Markets, In.c and Bod Dransfield with Norton Rose Fulbright US LLP to issue Certificate of Obligation, Series 2021.

The principal amount is not to exceed \$30,800,000 for the purpose of paying contractual obligations to be incurred for (i) acquiring, constructing, improving and equipping park and recreation facilities, including the acquisition of land therefore, (ii) constructing improvements and extensions to the Town's Waterworks and Sewer System, including the acquisition of land and rights-of-way therefor, (iii) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, signage, traffic signalization and street noise abatement incidental thereto and the acquisition of land and rights-of-way therefor and (iv) professional services rendered in connection therewith; such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the Town's combined Waterworks and Sewer System.

In continuance with the issuance calendar, the Town is scheduled to receive bids on August 17, 2021. The Financial Advisor will have details concerning the bids at the meeting.

### BUDGET IMPACT:

The budget impact will be reflected in the proposed FY 2021-2022 budget related to debt issuance and debt service payments along with the capital improvement projects being funded through this instrument.

### RECOMMENDED ACTION:

Approval of Resolution No. 0601202101, authorizing the notice of intention to issue Combination Tax and Revenue Certificates of Obligation, Series 2021.

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**Attachments**

Resolution No 0601202101 NOI

Timetable-2021 COs

TOWN OF LITTLE ELM, TEXAS

RESOLUTION # 0601202101

A RESOLUTION approving and authorizing publication of notice of intention to issue Combination Tax and Revenue Certificates of Obligation, Series 2021 and authorizing SAMCO Capital Markets, Bond Counsel and Town Officials to proceed with the issuance process for the Certificates.

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

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

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

SECTION 1: The Town Secretary is hereby authorized and directed to cause notice to be published of the Council's intention to issue certificates of obligation, in one or more series, in a principal amount not to exceed \$30,800,000 for the purpose of paying contractual obligations to be incurred for (i) acquiring, constructing, improving and equipping park and recreation facilities, including the acquisition of land therefor, (ii) constructing improvements and extensions to the Town's Waterworks and Sewer System, including the acquisition of land and rights-of-way therefor, (iii) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, signage, traffic signalization and street noise abatement incidental thereto and the acquisition of land and rights-of-way therefor and (iv) professional services rendered in connection therewith; such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the Town's combined Waterworks and Sewer System. The notice hereby approved and authorized to be published shall read substantially in the form and content of **Exhibit A** hereto attached and incorporated herein by reference as a part of this resolution for all purposes.

SECTION 2: The Town Secretary shall cause the aforesaid notice to (i) be published in a newspaper of general circulation in the Town, once a week for two consecutive weeks, the date of the first publication to be at least forty-six (46) days prior to the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation and (ii) posted continuously on the Town's website for at least forty-five (45) days before the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation.

SECTION 3: That SAMCO Capital Markets, the Town's financial advisor, Norton Rose Fulbright US LLP, the Town's bond counsel and the Town Manager and the Town's Chief Financial Officer are hereby authorized and directed to proceed with the issuance of the Town's proposed Combination Tax and Revenue Certificates of Obligation, Series 2021.

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

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

*[remainder of page intentionally left blank]*

PASSED AND ADOPTED, this June 1, 2021.

TOWN OF LITTLE ELM, TEXAS

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Town Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney

EXHIBIT A

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

TAKE NOTICE that the Town Council of the Town of Little Elm, Texas, shall convene at 6:00 o'clock P.M. on August 17, 2021, 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 \$30,800,000 for the purpose of paying contractual obligations to be incurred for (i) acquiring, constructing, improving and equipping park and recreation facilities, including the acquisition of land therefor, (ii) constructing improvements and extensions to the Town's Waterworks and Sewer System, including the acquisition of land and rights-of-way therefor, (iii) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, signage, traffic signalization and street noise abatement incidental thereto and the acquisition of land and rights-of-way therefor and (iv) professional services rendered in connection therewith; such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the Town's combined Waterworks and Sewer System. In accordance with Texas Local Government Code Section 271.049, (i) the current principal amount of all of the Town's outstanding public securities secured by and payable from ad valorem taxes is \$93,145,000; (ii) the current combined principal and interest required to pay all of the Town's outstanding public securities secured by and payable from ad valorem taxes on time and in full is \$113,778,597.19; (iii) the estimated combined principal and interest required to pay the certificates of obligation to be authorized on time and in full is \$39,524,750; (iv) the maximum interest rate for the certificates may not exceed the maximum legal interest rate; and (v) the maximum maturity date of the certificates to be authorized is August 1, 2041. The certificates are to be issued, and this notice is given, under and pursuant to the provisions of Subchapter C of Chapter 271 of the Texas Local Government Code, as amended.

Caitlan Biggs  
Town Secretary  
Town of Little Elm, Texas

**TOWN OF LITTLE ELM, TEXAS (THE "TOWN")**  
**\$30,800,000\***  
**COMBINATION TAX AND REVENUE**  
**CERTIFICATES OF OBLIGATION, SERIES 2021**  
**(THE "CERTIFICATES")**

**Proposed Timetable**

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

Date	Action Required
<b>Tuesday, May 18, 2021</b>	<b>Town Council discusses potential Certificates of Obligation issuance at a Council workshop and authorizes staff and Financial Advisor to proceed</b>
<b>Tuesday, June 1, 2021</b>	<b>Town Council authorizes the Notice of Intention Resolution ("NOI") to issue Combination Tax and Revenue Certificates of Obligation, Series 2021</b>
<b>Wednesday, June 2, 2021</b>	<b>Town post NOI to the Town's formal internet website (at least 45 days prior to Ordinance adoption)</b>
<b>Friday, June 4, 2021</b>	<b>First Publication of Notice of Intention published in the Town's newspaper (at least 46 days prior to Ordinance adoption)</b>
Wednesday, June 9, 2021	SAMCO submits Official Statement Request for Information ("RFI") to Town officials
<b>Friday, June 11, 2021</b>	<b>Second Publication of Notice of Intention published in the Town's newspaper</b>
Friday, June 18, 2021	Town returns RFI to SAMCO
Wednesday, June 23, 2021	SAMCO submits initial draft of Preliminary Official Statement (POS) and Notice of Sale (NOS) to Bond Counsel, Town officials and S&P Rating Agency ("S&P")
Wednesday, June 30, 2021	Comments due on initial draft of POS/NOS
Wednesday, July 7, 2021	SAMCO submits POS/NOS second draft and other financing documents to working group
<b>Week of July 19th, 2021</b>	<b>Schedule rating conference call with S&amp;P</b>
Monday, August 2, 2021	Final POS/NOS comments due to SAMCO
Tuesday, August 10, 2021	Post POS/NOS to website and electronically distribute POS/NOS website link to potential bidders
Wednesday, August 11, 2021	Receive S&P underlying rating
<b>Tuesday, August 17, 2021</b>	<ul style="list-style-type: none"> <li>• <b>Receive electronic bids for the COs (12:00 P.M., (noon) Central Time) via Internet and the "i-Deal LLC Parity" bidding program</b></li> <li>• <b>Regular Council meeting to review bids for the Certificates and adopt the Ordinance authorizing and selling the Certificates (6:00 pm)</b></li> </ul>
Monday, August 23, 2021	SAMCO notifies all parties of closing/delivery instructions
Tuesday, August 24, 2021	Post Official Statement to SAMCO website and distribute hard copies
<b>Monday, August 30, 2021</b>	<b>Payment for and delivery of the Certificates. Funds wired to Town's depository bank.</b>

\* Preliminary; subject to change.



**Date:** 06/01/2021  
**Agenda Item #:** 6. C.  
**Department:** Fire  
**Strategic Goal:** Provide a safe and welcoming environment for Little Elm residents and visitors  
**Staff Contact:** Paul Rust, Fire Chief

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**AGENDA ITEM:**

Consider Action to Approve an **Amended and Restated Interlocal Agreement for Fire, Rescue, and Emergency Medical Services between the Town of Little Elm and the Town of Lakewood Village.**

**DESCRIPTION:**

This interlocal agreement will amend the current agreement which has been in effect since October 1, 2011. The services rendered will remain unchanged; however, the fees charged have been increased. Also, the amended agreement has a 36-month term and begins on October 1, 2021.

**BUDGET IMPACT:**

This agreement will provide approximately \$15,000 of additional annual revenue over the current agreement.

**RECOMMENDED ACTION:**

Staff recommends approval.

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**Attachments**

Fire Rescue and EMS with Lakewood Village

**AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR FIRE,  
RESCUE, AND EMERGENCY MEDICAL SERVICES BETWEEN THE  
TOWN OF LAKEWOOD VILLAGE, TEXAS, AND THE TOWN OF  
LITTLE ELM, TEXAS**

**THE STATE OF TEXAS**           §  
  §  
**COUNTY OF DENTON**         §

This Amended and Restated Interlocal Agreement (“**Agreement**”) is made and entered by and between the TOWN OF LAKEWOOD VILLAGE, a political subdivision of the State of Texas, and located in Denton County, hereinafter referred to as “LAKEWOOD VILLAGE,” and THE TOWN OF LITTLE ELM, a municipal subdivision in the State of Texas and located in Denton County, hereinafter referred to as “LITTLE ELM.”

**WHEREAS**, LAKEWOOD VILLAGE is a duly organized political subdivision in the State of Texas engaged in the administration of city government related services for the benefit of the citizens of LAKEWOOD VILLAGE; and

**WHEREAS**, LITTLE ELM is a municipality engaged in the provision of fire, rescue and emergency medical services for the benefit of the citizens of LITTLE ELM; and

**WHEREAS**, LAKEWOOD VILLAGE desires to obtain fire, rescue, and emergency medical services rendered by LITTLE ELM, as fully hereinafter described for the benefit of the residents of LAKEWOOD VILLAGE; and

**WHEREAS**, the furnishing of the services is a governmental function that services the public health and welfare and is of mutual concern to the contracting parties; and

**WHEREAS**, LAKEWOOD VILLAGE and LITTLE ELM mutually desire to be subject to the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

**WHEREAS**, in 2011, LAKEWOOD VILLAGE and LITTLE ELM entered into an interlocal agreement for fire, rescue, and emergency medical services (“**2011 Agreement**”), which 2011 Agreement was subject to automatic renewals and which 2011 Agreement remains in force and effect; and

**WHEREAS**, LAKEWOOD VILLAGE and LITTLE ELM desire to enter into this Agreement, which Agreement will replace and entirely supersede the 2011 Agreement upon the effective date of the Agreement.

**NOW, THEREFORE**, LAKEWOOD VILLAGE and LITTLE ELM for mutual consideration hereinafter stated, agree as follows;

**SECTION I  
EFFECTIVE DATE**

The effective date of this Agreement shall be the 1<sup>st</sup> day of October 2021.

**SECTION II  
TERM OF AGREEMENT**

The term of this Agreement shall be for the period of October 1, 2021 through September 30, 2024.

**SECTION III  
GENERAL DEFINITIONS**

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

“INCIDENT RESPONSE” shall mean any circumstance where the communications center receives a request which merits the dispatching of a fire or medical unit, and said unit initiates a response to the “SERVICE AREA.” An INCIDENT RESPONSE may include both emergency and non-emergency calls for service and/or call types.

“INCIDENT REPORT” shall mean an official record, utilizing the National Fire Incident Reporting Systems. An INCIDENT REPORT shall be completed by LITTLE ELM on all INCIDENT RESPONSES.

“SERVICE AREA” means any property or roadway within the corporate limits of LAKEWOOD VILLAGE.

**CALL TYPE DEFINITIONS**

“FIRE INCIDENTS” shall mean a call for service that requires fire suppression actions. Common FIRE INCIDENTS include building fires; cooking fires; chimney fires; automobile or recreational vehicle fires; brush or grass fires; and trash or dumpster fires.

“HAZARDOUS CONDITIONS” shall mean a call for service that requires hazard mitigation. Common HAZARDOUS CONDITIONS include natural gas or propane leaks; gasoline or flammable liquid spills; electrical wiring/equipment problems; downed powerlines; and minor vehicle accidents with fluid spills

“EMERGENCY MEDICAL CALLS” shall mean a call for service that requires emergency medical services. Common EMERGENCY MEDICAL CALLS include chest pains/heart attacks; strokes; cardiac arrests; unconscious persons; difficulty breathing; chokings; drownings; gunshots/stabbings; diabetic emergencies; and other illnesses or injuries

“MAJOR MOTOR-VEHICLE ACCIDENTS” shall mean a call for service involving a motor-vehicle collision. Examples include single motor-vehicle collision; motor-vehicle/motor-vehicle collision; motor-vehicle/pedestrian accident; and extrication of trapped persons from a vehicle

“RESCUES” shall mean a call for service requiring rescue services. Common RESCUES include children locked in vehicles; search for missing or lost persons; and extrication of a trapped persons from machinery or equipment.

“SERVICE CALLS” shall mean a call to provide service on a non-emergency incident/event. Common SERVICE CALLS include assisting a disabled person into a bed/chair; investigate a complaint on smoke or odor; an animal rescue (such as a dog locked inside a car); and assist law enforcement.

“SEVERE WEATHER INCIDENTS” shall mean a call related to severe weather. Common SEVERE WEATHER INCIDENTS include wind or flood assessments; and investigation of lightning strikes.

**SECTION IV  
SERVICES TO BE PROVIDED**

The Little Elm Fire Department shall respond as requested or dispatched and render the appropriate services for the following call types within the SERVICE AREA: FIRE INCIDENTS; HAZARDOUS CONDITIONS; EMERGENCY MEDICAL CALLS; MAJOR MOTOR-VEHICLE ACCIDENTS; RESCUES; SERVICE CALLS; and SEVERE WEATHER INCIDENTS.

It is recognized that the officers and employees of LITTLE ELM determine priorities in the dispatching and use of such equipment and personnel and the judgement of any officer or employee as to any such matter shall be the final determination.

LAKEWOOD VILLAGE understands and agrees that LITTLE ELM is not and shall not be required to purchase any additional equipment of any type or nature for purposes to provide services under this Agreement. Little Elm Fire Department may provide service under this Agreement through mutual aid and/or interlocal cooperation agreements between LITTLE ELM and other fire and emergency services providers.

**SECTION V  
LAKEWOOD VILLAGE RESPONSIBILITIES**

LAKEWOOD VILLAGE shall designate the Mayor to act on behalf of the LAKEWOOD VILLAGE and to serve as a “Liaison Officer” to LITTLE ELM, the Mayor or his/her designated substitute shall insure the performance of all duties and obligations of LAKEWOOD VILLAGE herein stated and, shall devote sufficient time and attention to the execution of said duties on behalf of LAKEWOOD VILLAGE in full compliance with the terms and conditions of this Agreement and shall provide immediate and direct supervision of LAKEWOOD VILLAGE employees, agents, contractors, sub-contractors, and/or laborers, if any for the purposes, terms and conditions of this Agreement for the mutual benefit of LAKEWOOD VILLAGE and LITTLE ELM.

**SECTION VI  
LITTLE ELM RESPONSIBILITIES**

LITTLE ELM shall insure the performance of all duties and obligations of LITTLE ELM as herein stated and shall devote sufficient time and attention to the execution of said duties on behalf of LITTLE ELM in full compliance with the terms and conditions of this Agreement and shall provide immediate and direct supervision of LITTLE ELM employees, agents, contractors, sub-contractors and/or laborers, if any in the furtherance of the purpose, terms and conditions of this Agreement for the mutual benefit of LAKEWOOD VILLAGE and LITTLE ELM.

**SECTION VII**

## **PAYMENT FOR RETENTION OF SERVICE**

LAKEWOOD VILLAGE agrees to pay to LITTLE ELM an estimated annual fee of \$46,000 based on the funding formula as follows:

1. A fixed sum of \$25,000 as a readiness fee.
2. A fixed sum of \$700.00 per INCIDENT RESPONSE for an estimated total of \$21,000, based upon an expected 30 INCIDENT RESPONSES per fiscal year.
3. LAKEWOOD VILLAGE agrees to an increase to a fixed sum of \$1,000.00 per INCIDENT RESPONSE for each subsequent response in excess of 50 within any fiscal year.

It is fully understood by LAKEWOOD VILLAGE that this warrant does not apply to the Interlocal Agreement executed between Denton County and LITTLE ELM.

## **SECTION VIII AMBULANCE BILLING RATES**

LAKEWOOD VILLAGE agrees that they will not expect to receive any enumeration reimbursed from ambulance billing payments received by LITTLE ELM as billed for ambulance services provided within the SERVICE AREA.

It is further mutually agreed and understood that LITTLE ELM may bill residents or individuals receiving ambulance services provided by LITTLE ELM in LAKEWOOD VILLAGE. It is mutually agreed and understood that LAKEWOOD VILLAGE may not bill for ambulance services provided by LITTLE ELM under this Agreement within the SERVICE AREA.

LAKEWOOD VILLAGE understands and LITTLE ELM warrants that the billing schedule of charges for ambulance services provided by LITTLE ELM within the SERVICE AREA is the same for all other entities contracting with LITTLE ELM and the same as LITTLE ELM bills its residents; it is also fully understood by LAKEWOOD VILLAGE that this warrant does not apply to the Interlocal Agreement as executed between Denton County and LITTLE ELM.

LITTLE ELM agrees to provide LAKEWOOD VILLAGE with a listing from its INCIDENT REPORTS at the end of each quarter. The listing will identify the date, times, location, the alarm type for each call for service within the SERVICE AREA. LITTLE ELM shall provide INCIDENT REPORTS for INCIDENT RESPONSES within the SERVICE AREA when requested by LAKEWOOD VILLAGE or a resident of LAKEWOOD VILLAGE. LITTLE ELM will comply with the Health Insurance Portability and Accountability Act (HIPAA) when it comes to matters related to patient reports and personal history information.

## **SECTION IX TERMINATION**

Either party giving sixty (60) days advance notice to the other party may terminate the

Agreement at any time. In the event of such termination by either party, LITTLE ELM shall be compensated "pro rata" for all services performed to termination date, together with reimbursable expenses then due and as authorized by this Agreement. In the event of such termination, should LITTLE ELM be overcompensated on a "pro rata" basis for all services performed to termination date and/or be overcompensated by reimbursable expenses authorized by this Agreement, LAKEWOOD VILLAGE shall reimburse "pro rata" for all such overcompensation. Acceptance of said reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

**SECTION X  
PAYMENT DUE DATES AND BREACH OF PAYMENT**

Payments by LAKEWOOD VILLAGE during the term of this Agreement, are due and payable prior to the 15<sup>th</sup> of the beginning month of each calendar quarter under this Agreement beginning October 15<sup>th</sup>, 2021. LITTLE ELM shall provide immediate written notice to the chief executive officer of LAKEWOOD VILLAGE, if LAKEWOOD VILLAGE fails to provide timely payment under this Agreement. Failure by LAKEWOOD VILLAGE to remedy such delinquent payment to LITTLE ELM within 15 calendar days of written notice shall constitute a material breach of this Agreement and then and thereby immediately result in this Agreement being considered null and void in all respects.

**SECTION XI  
AUDITED REPORT OF SERVICE**

LITTLE ELM agrees to provide LAKEWOOD VILLAGE with an audited balance sheet and income statement prepared in accordance with generally accepted accounting principles, once annually within one hundred eighty (180) days of the close of LITTLE ELM's fiscal year, which ends on September 30<sup>th</sup> of each year.

**SECTION XII  
AMENDMENTS**

This Agreement represents the entire and integrated agreement between LAKEWOOD VILLAGE and LITTLE ELM and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both LAKEWOOD VILLAGE and LITTLE ELM.

**SECTION XIII  
APPLICABLE LAWS/VENUE**

The Texas Torts Claim Act or other appropriate statutes, ordinances, or laws of the State of Texas shall govern third party claims against either party. Venue of any legal action brought under this Agreement shall lie in Denton County, Texas.

**SECTION XIV  
SEVERABILITY**

If any one or more of the minor provisions contained in this Agreement shall for any reason

be held to be invalid, illegal, or unenforceable in any respect, such provision shall not affect any other provision thereof and the balance of this Agreement shall remain in force.

**SECTION XV  
NOTICES**

Notices of any breach or modification under this Agreement must be in writing and (1) mailed by certified mail to or (2) hand delivered to the chief executive officer of the other party or their office.

**SECTION XVI  
AUTHORIZATION OF SIGNATURES**

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

**SECTION XVII  
INDEMNIFICATION**

“Pursuant to Chapter 791 of the Texas Government Code – The Interlocal Cooperation Act, by execution of this Agreement by LAKEWOOD VILLAGE, LAKEWOOD VILLAGE thereby agrees that to the maximum extent permitted by law, LAKEWOOD VILLAGE shall defend and indemnify LITTLE ELM, its officers, employees, and agents against, and hold LITTLE ELM, its officers, employees and agents harmless from any and all claims, actions, causes of action, liability, lawsuits, judgments, damages, injuries, costs or expenses, including attorney’s fees or injury to the death of any person or damage to or destruction of any property resulting from or based upon, in whole or in part, any action or omission of LITTLE ELM, its officers, employees or agents under this Agreement (but excluding gross negligence or any willful or wanton act), and any omission of LAKEWOOD VILLAGE, its officers, employees or agents under this Agreement. The obligations stated in this paragraph shall be payable out of the current revenues of LAKEWOOD VILLAGE.”

EXECUTED in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_.

**LITTLE ELM**

**LAKEWOOD VILLAGE**

\_\_\_\_\_

\_\_\_\_\_

Mayor

Mayor Pro-Tem

ATTEST:

ATTEST:

\_\_\_\_\_

*Linda Tabbell*

Town Secretary

Town Secretary





**Date:** 06/01/2021  
**Agenda Item #:** 6. D.  
**Department:** Community Services  
**Strategic Goal:** Ensure strong relationship within the community and region  
**Staff Contact:** Chad Hyde, Director of Community Services

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**AGENDA ITEM:**

Consider Action to Approve the **Town of Little Elm Sponsorship Policy.**

**DESCRIPTION:**

The purpose of the policy is to provide guidelines for developing and managing municipal marketing partnerships/sponsorships, which ensure that all marketing partnerships/sponsorships remain responsive to the public's needs and values while supporting the Town of Little Elm's goals of promoting and expanding its identity while providing a safe and welcoming environment for residents and visitors. The policy will govern the implementation and administration of municipal marketing.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Staff recommends approval.

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**Attachments**

Sponsorship Policy

## I. Purpose

The purpose of the policy is to provide guidelines for developing and managing municipal marketing partnerships/sponsorships, which ensure that all marketing partnerships/sponsorships remain responsive to the public's needs and values while supporting the Town of Little Elm's goals of promoting and expanding its identity while providing a safe and welcoming environment for residents and visitors. The policy will govern the implementation and administration of municipal marketing.

## II. Policy

A. The Town desires to seek partners, sponsors, and donors for Town assets to include, but not be limited to, activities, events, facilities, amenities, projects, and programs to generate incremental revenue by looking at Town assets differently. The policy will establish parameters and guidelines to safeguard the Town's corporate and resident values, image, assets, and interests while increasing the opportunities for revenue generation.

B. The Town accepts the principle that third persons may become marketing partners with the Town in the sponsorship of Town-approved activities, events, facilities, amenities, projects, and programs where such partnerships are mutually beneficial to both parties and in a manner consistent with all applicable policies and ordinances set by the Town.

Under the conditions of this policy, Town staff may solicit such marketing partnerships for the Town where it is allowed by other provisions of this policy and the Town of Little Elm Code of Ethics.

C. The Policy applies to all advertising activities, including contracts, permits, licenses, and agreements, to advertise or receive donor recognition on any Town of Little Elm owned real or personal property in exchange for cash, equipment, supplies, services, or other valuable consideration.

D. At all times, recognition for marketing partners must be evaluated to ensure the Town is not faced with excessive commercialism and is consistent with the scale of each partner's contribution.

### III. Definitions

A. Advertise – Any of its variants and "Advertising Display" includes the depiction or presentation on a sign, personal property, bench, fixed device or structure of any name, word, statement, message, drawing, picture, painting, mark, motto, symbol, or figure to call attention to a business, trade, organization or activity and/or inducing directly or indirectly, the purchase or use of any specific item of commerce or trade.

B. Marketing Partnership – a mutually beneficial business arrangement between the Town and a third person, wherein the third person provides cash and/or in-kind services to the Town in return for access to the commercial marketing potential associated with the Town. Marketing Partnerships may include sponsorship of Town assets to include but not limited to Town's programs, projects, events, facilities or activities.

C. Donor – any of its variants means the contribution of money, equipment, facilities, material, or other goods or services or consideration in exchange for public recognition in a form and manner determined by the Town.

D. Moral Turpitude – behavior that blatantly disregards the prevailing public conventions and morals subjecting either Sponsor, or the Town, or both to public hatred, contempt, scorn or ridicule; or behavior that clearly shocks, insults, or offends the community or public morals.

### IV. Partnership Limitations

A. No sponsorship or donation shall be inconsistent with the Vision, Mission, and Core Values of the Town of Little Elm.

B. Those departments that serve in a regulatory or public safety function within the Town would not be eligible to participate in the solicitation aspects of the program.

C. In general, the following industries and products are not eligible for marketing partnerships with the Town of Little Elm:

1. Police-regulated businesses including, but not limited to, the following examples:
  - a. Any sexually oriented anatomical area.
  - b. Any obscene acts, gestures or words.
  - c. Any sale or use of illegal drugs or paraphernalia.
  - d. Any illegal act unless depicted in a Public Service Announcement for health, safety, or welfare of the community.
  
2. Companies whose business is substantially derived from the sale or manufacture of tobacco or nicotine-containing products.
  
3. Companies whose business is substantially derived from the sale or manufacture of sexually oriented materials.
  
5. Companies whose business is substantially derived as a sexually oriented business.
  
6. Parties involved in a lawsuit with the Town.
  
7. Parties involved in any stage of negotiations for a Town contract unless a contract is directly linked to a marketing partnership opportunity.
  
8. Religious messages.
  
9. Political or campaign advertisements.
  
- D. No contract, permit, license, or agreement may permit the use of the logo of the Town of Little Elm or any of its departments or amenities to be reproduced or distributed in any manner

which in any way impersonates a Town official, safety officer, or employee unless it complies with the Town policy that regulates such use. (Town of Little Elm Branding & Style Guide)

E. Sponsor or donor recognition shall be permitted on uniforms worn by Town of Little Elm employees on an exception basis if approved by the Town Manager or respective Department Director.

F. No contract, permit, license or agreement shall permit a sponsorship or donation display to give the appearance or impression that any commercial product or service is endorsed or recommended by the Town of Little Elm or any of its agencies, departments, officers, elected officials, or employees.

G. Sponsorship will not guarantee or preference for receipt of Town business or the awarding of contracts. This would not apply when Town seeks an exclusive provider for services, i.e., beverage contracts or other commodities, and uses an allowed process for that service. The sponsors will not receive any privileges or benefits that are not specified in the Sponsorship Agreement.

H. Individual departments are allowed to seek sponsorships from vendors who do business or are likely to do business within their department. The Director will vet sponsorship opportunities under this condition for that department with regard to this policy.

I. Termination of the sponsorship by the Town can occur under the following circumstances, provided the Town is not in default of the Agreement. The Town may, at its option, terminate this Agreement by giving written notice to the Sponsor without prejudice to any other remedy to which Town may be entitled either at law, in equity, or under this Agreement, for any one (1) of the following reasons:

1. Sponsor is in default under the terms of their Sponsorship Agreement.
2. For cause if Sponsor commits an act of dishonesty and/or moral turpitude against the Town.
3. Sponsor has declared bankruptcy.

4. Sponsor is in default in owed taxes to the Town.

4. The Town also reserves the right to terminate the agreement without cause and will reimburse the Sponsor on a prorated basis.

#### V. Asset Control

A. Any asset from a contract, permit, license, or agreement entered into with a marketing partner, sponsor, or donor shall be subject to the Town of Little Elm's Policies and Procedures concerning gifts and gratuities, ethics, finance, and purchasing. All staff and council members will conduct business in a manner consistent with the Code of Ethics of the Town of Little Elm.

B. All funds received as a result of a Marketing Partnership will be deposited through the Town of Little Elm Finance Department to the General Fund or designated department based upon the stipulations of the Sponsorship Agreement.

#### VI. Marketing Partnership Process

A. The general procedure for developing marketing partnerships will be as follows:

1. Define the scope of the marketing partnership program or project, including a description of the need, financial goals, and general marketing strategy.

2. All signage issues related to sponsorship proposals will be reviewed regarding Town ordinances and codes. Each item will be addressed and resolved on a case-by-case basis in the negotiation of the Sponsorship Agreement.

3. Develop a Marketing Partnership Agreement with the Sponsor consistent with all applicable Town policies and ordinances.

4. Submit all Marketing Partnership Agreements to the appropriate Director to review.

## VII. Marketing Partnership Agreements

A. All Marketing Partnership Agreements will include contractual language consistent with all applicable Town policies and ordinances and good business practices. In general, Marketing Partnership Agreements should include:

1. Contractual Relationship.
2. Term - Ensure payment of monies occurs regularly and, at a minimum, be in annual amounts.
3. Renewal.
4. Consideration.
5. Marketing Rights Fee.
6. Commissions.
7. In-kind Goods.
8. In-kind Services.
9. Description of Programs, Projects and Activities.

## VIII. Responsibilities.

A. All Marketing Partnership activities will be coordinated by this policy under the direction of the Marketing & Communications Department. The Marketing & Communications Department will guide all Town Departments regarding the interpretation and application of this policy and offer assistance and advice to departments regarding marketing partnership activities.





## Town Council Meeting

**Date:** 06/01/2021  
**Agenda Item #:** 6. E.  
**Department:** Development Services  
**Strategic Goal:** Ensure excellence in public services while keeping up with the growth in the community  
**Staff Contact:** Wesley Brandon, Town Engineer

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### AGENDA ITEM:

Consider Action to Award a **Professional Services Contract to TRC Engineers, Inc. for the Lobo Lane Technology Park Project (RFQ 2021-17)**.

### DESCRIPTION:

In February 2021, The Town was awarded \$1,400,000 in grant funding through the Coronavirus Aid, Relief, and Economic Security (CARES) Act for public infrastructure improvements within the Lobo Lane Technology Park. The program is administered by the Economic Development Administration and provides economic development assistance programs to help communities prevent, prepare for, and respond to the coronavirus pandemic. The program requires recipients to contribute 20% in matching funds, and this amount will be provided by Retractable Technologies, Inc., through a separate agreement.

The grant program requires recipients to conduct a competitive procurement process in order to select a consultant based strictly on the qualifications of the firm. In April 2021, a Request for Qualifications for Professional Engineering Services was issued, and Town staff received four (4) responses from interested firms. Each submittal was scored based on the criteria described in the solicitation, and TRC Engineers, Inc. received the highest score.

The general scope of work for the project includes the design of a concrete-paved fire lane, water line, masonry screening wall, and landscaping improvements within publicly-owned easements near Lobo Lane. These improvements will be maintained by Retractable Technologies, Inc., through a separate agreement.

### BUDGET IMPACT:

Design costs related to the project are eligible for reimbursement through the grant program, and the required matching funds will be provided by Retractable Technologies, Inc. Therefore, no funding is required by the Town.

\$ 74,900 Proposed Contract Amount

\$ 15,000 Contingency

**\$ 89,900 Total Contract Amount**

\$ 71,920 80% Federal Match

\$ 17,980 80% Match by RTI

**RECOMMENDED ACTION:**

Staff recommends approval.

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**Attachments**

Proposal

Grant Award Letter

RTI Development Agreement



700 Highlander Blvd.  
Suite 210  
Arlington, TX 76015

T 817.522.1000  
TRCcompanies.com

May 26, 2021

Wesley Brandon, P.E.  
Town of Little Elm  
100 W. Eldorado Pkwy  
Little Elm, TX 75068

Re: Lobo Lane Technology Park  
EDA Investment No. 08-79-05538  
Engineering Services Proposal

Dear Wesley:

The Town of Little Elm has requested that TRC Engineers, Inc. (TRC) provide this engineering proposal for design services related to the above referenced project. The overall project consists of approximately 890 linear feet of reinforced concrete fire lane, 900 linear feet of 12-inch water line, 800 linear feet of masonry fencing and columns; and landscaping and irrigation as shown in the attached exhibit.

This work would be provided as a task order under the Master Service Agreement (MSA) executed between the Town and TRC.

The opportunity to provide this proposal is greatly appreciated. If you have any questions regarding this information, please feel free to contact this office.

Sincerely,

A handwritten signature in black ink that reads "Justin Thomas". The signature is written in a cursive, flowing style.

Justin Thomas, P.E.  
Arlington CES Practice Leader  
TRC Engineers, Inc.

Attachments

**TOWN OF LITTLE ELM, TEXAS**  
**LOBO LANE TECHNOLOGY PARK**  
**TRC SCOPE OF WORK**  
**MAY 26, 2021**

**TASK 1 – TOPOGRAPHIC SURVEY**

TRC will provide topographical data as required to complete the preliminary engineering design. Survey data will be provided in AutoCAD format and include a basemap showing locations of street Right-of-Way, property lines, easements, trees, fences, and other pertinent existing features within the project area. Survey will provide control points for use during construction.

**TASK 2 - GEOTECHNICAL**

TRC will provide a geotechnical report of the existing soils. This will include three (3) borings at strategically spaced locations within the project site to a depth of 10 feet using a truck mounted drilling rig. The report will include a site map of all borings, boring log with soil description, groundwater information, pavement recommendations.

**TASK 3 – LANDSCAPING AND IRRIGATION**

TRC will provide a landscaping and irrigation plan of the project site that will meet the Town's standards and ordinances and be signed and sealed by a professional landscape architect.

**TASK 4 – CIVIL ENGINEERING**

TRC will prepare detailed plans and specifications for approximately 900 linear feet of reinforced concrete fire lane, decorative split rail fencing, masonry screening walls and 12" waterline, as shown in the attached exhibit. Plan sheets will include:

- Horizontal control plan
- Roadway plan and profile sheets.
- Grading plan.
- Striping and signage plan.
- Waterline plan and profile.
- Screening wall and fencing plan and details.
- Erosion control plan and details.
- General notes and detail sheets.

It is anticipated that TRC will submit a 60%, 90% and 100% set of construction plans for the Town to review. TRC will attend design progress meetings and provide updated engineer's opinion of probable construction costs with each submittal. TRC will also coordinate as needed with the grant administrator for proper EDA documentation procedures and requirements.

### **TASK 5 – BIDDING AND CONSTRUCTION ADMINISTRATION**

TRC will assist the Town in the bid process including preparation of bid advertisement document, attendance at a pre-bid meeting if necessary, respond to contractor questions, preparation of addenda, assist the Town in the opening and tabulation of bids, prepare award recommendation letter and prepare construction contract documents. After the bidding is completed, TRC will provide updated construction plans and specifications to include the bid addenda for use during construction.

Throughout construction, TRC will assist the Town with contractor correspondence, materials submittal review, respond to contractor requests for information (RFI), contractor pay request reviews, attendance at one preconstruction meeting, attendance at progress meetings (maximum of two) with the contractor, periodic site visits (maximum of two), final inspection with the contractor and Town staff, preparation of punch list and record drawing preparation based on the contractor's as-built plans.

### **ASSUMPTIONS**

The following assumptions apply to the basis of costs for this project:

- Plan and bid documents will be per TRC's and the Town's standards.
- Town will be responsible for arranging ROW, easement, and/or property access prior to commencement of fieldwork.
- Roadway, water and fencing alignments will be similar as shown in the attached exhibit.
- No new properties will be acquired.
- Existing drainage and water utilities can accommodate the proposed improvements. No offsite utilities will be provided.

### **EXCLUSIONS**

The following items are excluded from the Scope of Work:

- Street lighting
- Traffic control plan.
- Traffic signalization.
- Construction staking.
- Continuous construction inspection or services other than those listed above.
- Franchise utility coordination.
- Detailed title search or title policy.
- Preparation of final plats, Right-of-Way or easement documents.
- Environmental or permitting services.

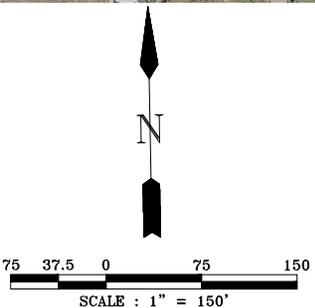
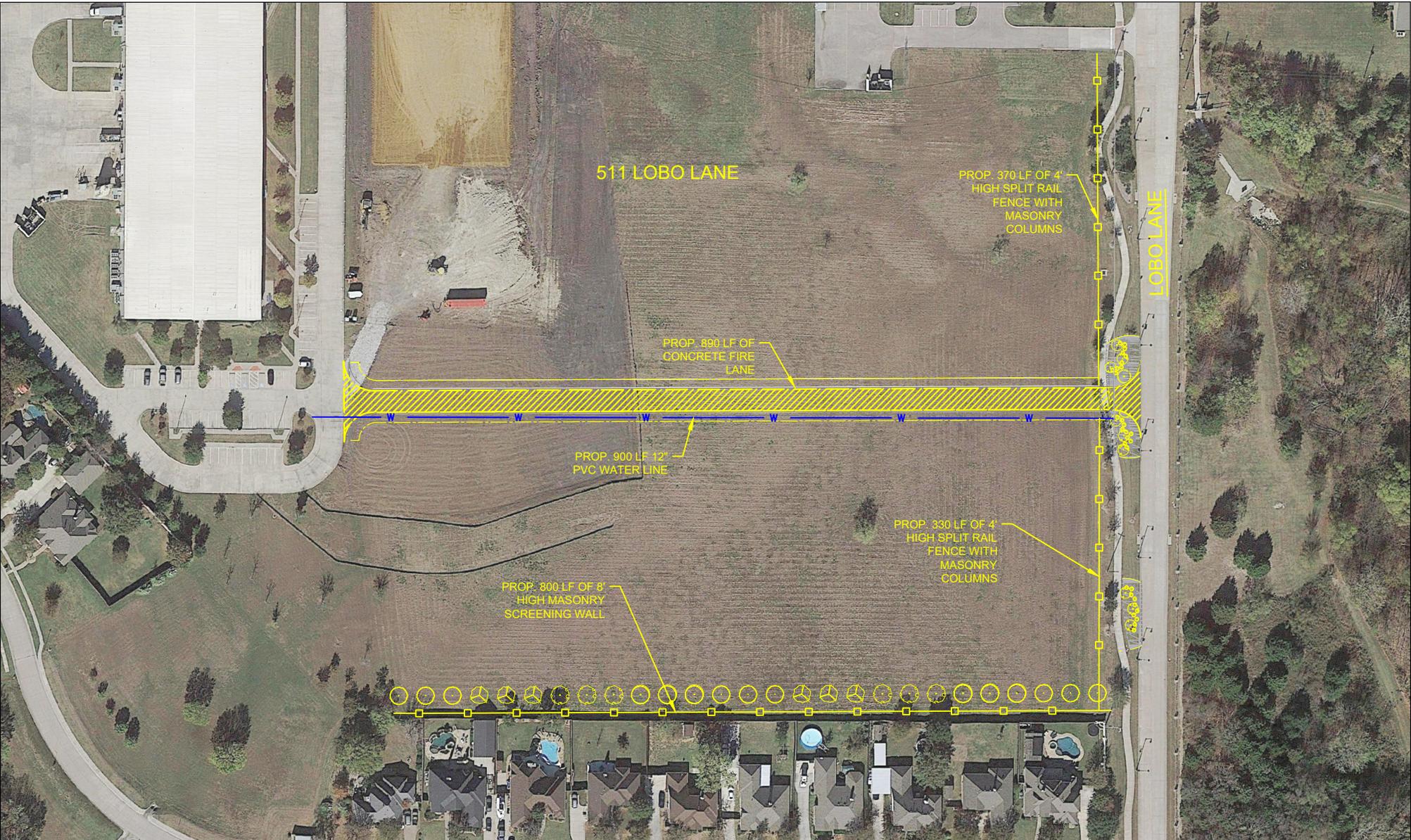
**COMPENSATION FOR SERVICES**

The cost to provide the design engineering services will be invoiced as a lump sum project. This lump sum fee includes labor and material costs associated with the Scope of Work identified above. A breakdown of the costs for the Town's review is shown below.

1. Topographic Survey	\$ 7,500
2. Geotechnical	\$ 6,900
3. Landscaping and Irrigation	\$ 6,950
4. Civil Engineering	\$ 39,650
5. <u>Bidding and Construction Administration</u>	<u>\$ 13,900</u>
<b>TOTAL CONTRACT AMOUNT:</b>	<b>\$ 74,900</b>

TRC's fees above are based on a continuous flow of work. Any delays or restrictions, caused by customer or customer's sub consultants, which result in idle-time or inefficiencies, could be cause for additional compensation. The payment schedule will be via progress billing (percent complete for each task).

H:\PROPOSALS\2021\LITTLE ELM LOBO LANE\REFERENCE FILES FROM TOWN\PROPOSAL EXHIBIT.DWG



**TRC ENGINEERS, INC.**  
 700 HIGHLANDER BLVD., SUITE 210, ARLINGTON, TEXAS 76015  
 T.B.P.E. FIRM REGISTRATION # F-8632  
 (817) 522 - 1000

**LOBO LANE TECHNOLOGY  
 PARK EXHIBIT  
 LITTLE ELM, TX  
 5/26/2021**

FORM CD-450 (REV. 10/18)	<b>U.S. DEPARTMENT OF COMMERCE</b>	<input checked="" type="checkbox"/> GRANT <input type="checkbox"/> COOPERATIVE AGREEMENT
<b>FINANCIAL ASSISTANCE AWARD</b>		FEDERAL AWARD ID NUMBER <b>08-79-05538; URI: 116175</b>
RECIPIENT NAME <b>Town of Little Elm</b>	PERIOD OF PERFORMANCE <b>60 months from date of award</b>	
STREET ADDRESS <b>100 W. Eldorado Parkway</b>	FEDERAL SHARE OF COST \$ <b>1,400,000</b>	
CITY, STATE, ZIP CODE <b>Little Elm, TX, 75068-5060</b>	RECIPIENT SHARE OF COST \$ <b>414,900</b>	
AUTHORITY Public Works and Economic Development Act of 1965 (42 U.S.C. § 3121 et seq.) as amended including the comprehensive amendments made by the Economic Development Administration Reauthorization Act of 2004	TOTAL ESTIMATED COST \$ <b>1,814,900</b>	
CFDA NO. AND NAME <b>11.307, Economic Adjustment Assistance - Title II, Section 209</b>		
PROJECT TITLE <b>Little Elm Technology Park</b>		
<p>This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.</p>		
<p> <input checked="" type="checkbox"/> DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS  <input type="checkbox"/> R &amp; D AWARD  <input type="checkbox"/> FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE  <input checked="" type="checkbox"/> SPECIFIC AWARD CONDITIONS  <input checked="" type="checkbox"/> LINE ITEM BUDGET  <input checked="" type="checkbox"/> 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101  <input type="checkbox"/> 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES  <input type="checkbox"/> MULTI-YEAR AWARD. PLEASE SEE THE MULTI-YEAR SPECIFIC AWARD CONDITION.  <input checked="" type="checkbox"/> OTHER(S): <u>EDA Standard Terms and Conditions for Construction Projects</u> </p> <p><u>OIG Fraud Awareness Training Packet</u></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>		
SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER <b>Jorge D. Ayala, Regional Director</b>	DATE <b>02/11/21</b>	
PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL <b>Matt Mueller, Town Manager</b>	DATE <b>2/12/2021</b>	

STATE OF TEXAS       §  
                                  §  
COUNTY OF DENTON   §

**DEVELOPMENT AGREEMENT  
FOR Retractable Technologies, INC.**

This Development Agreement ("**Agreement**") is entered into on the 1st day of November, 2020 between **Retractable Technologies, INC** ("**Developer**"), whose address for purposes of this Agreement is 511 Lobo Lane, Little Elm, TX, 75068 and the Town of Little Elm, Texas ("**Town**"), whose address for purposes of this Agreement is 100 W. Eldorado Parkway, Little Elm, TX 75068. Developer and the Town are sometimes referred herein together as the "**Parties**" and individually as a "**Party**."

**Recitals:**

1. Developer is the owner of 34.9 acres located at 511 Lobo Lane in the Town of Little Elm, Texas (the "**Property**"), which Property is more particularly described in **Exhibit A** attached hereto.
2. In furtherance of the development of the Property, the Parties have negotiated certain matters regarding the Property as set forth in this Agreement as described in the Planned Development in **Exhibit A**.
3. The Parties seek to memorialize these negotiated matters and to include them in this contractually binding Agreement.

**NOW, THEREFORE**, for and in consideration of the above and foregoing premises, the benefits to each of the Parties from this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, the Parties do hereby agree as follows:

**Section 1. Incorporation of Premises.** The above and foregoing Recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

**Section 2. Term.** This Agreement shall be effective as of the date of execution of this Agreement by the last of the Parties to do so ("**Effective Date**"). This Agreement shall remain in full force and effect from the Effective Date until terminated by the mutual agreement of all of the Parties in writing, or until all obligations in the Agreement have been fulfilled ("**Term**").

**Section 3. Agreements.** The Parties agree as follows:

**A. Town Contributions:**

- a. The Town agrees to reduce all development fees by sixty percent (60%) related to this one-time expansion and not for future development.
- b. The Town agrees to reduce impact fees (Roadway, Water, Wastewater) by sixty percent (60%) related to this one-time expansion and not for future development.
- c. The Town will process a tax abatement with RTI that is equal to 50% of the real property taxes paid to the Town for the new addition for that tax year, for a period of 10 years.

**B. RTI Contributions:**

- a. RTI agrees to install a 4-foot-high split rail fence with masonry columns that match neighboring fences as shown in Exhibit A.
- b. RTI will hire approximately 125 new employees during the course of and following the completion of this project to fully operate the expanded facility. Hiring to be commensurate with sustained RTI growth and sales.
- c. RTI agrees to build a 55,000 square foot warehouse building that meets the requirements of the Planned Development as outlined in Exhibit A.
- d. RTI will execute a maintenance agreement for the masonry screening walls and fire lanes throughout the development and be within an easement for construction and maintenance.
- e. RTI will agree to develop the property per the Planned Development, Subdivision Ordinance, and other applicable ordinances for all site improvements, and to develop in accordance to the Planned Development as outlined in Exhibit A.
- f. RTI will not qualify for any Town of Little Elm Lake Front District Improvement programs and incentives.
- g. RTI will provide matching funds for the EDA grant to the Town in order to facilitate the grant award. See letter in Exhibit A.

**Section 4. Miscellaneous.**

**A. Applicability of Town Ordinances.** When the Property is developed, Developer shall construct all structures on the Property, in accordance with all applicable Town ordinances and building/construction codes, whether now existing or arising prior to such construction in the future.

**B. Default/Mediation.** No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

**C. Venue.** This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Denton County, Texas.

**D. Relationship of Parties.** It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership, joint venture, joint enterprise, or other relationship between or among the Parties.

**E. Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

**F. Cumulative Rights and Remedies.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

**G. Exhibits.** All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

**H. Surviving Rights.** Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination or expiration of this Agreement shall survive termination or expiration.

**I. Applicable Laws.** This Agreement is made subject to the existing provisions of the Charter of the Town of Little Elm, its present rules, regulations, procedures and ordinances, and all applicable laws, rules, and regulations of the State of Texas and the United States.

**J. Authority to Execute.** The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

**K. Amendments.** This Agreement may be only amended or altered by written instrument signed by the Parties.

**L. Headings.** The headings and captions used in this Agreement are for the convenience of the Parties only and shall not in any way define, limit or describe the scope or intent of any provisions of this Agreement.

**M. Entire Agreement.** This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other collateral oral or

written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.

N. **Filing in Deed Records.** This Agreement shall be recorded in the real property records of Denton County, Texas. This Agreement and all of its terms, conditions, and provisions is and shall constitute a restriction and condition upon the development of the Property and all portions thereof and a covenant running with the Property and all portions thereof, and is and shall be binding upon Developer and all of Developer's heirs, successors, and assigns and the future owners of the Property and any portion thereof; provided, however, this Agreement shall not constitute an obligation of or be deemed a restriction or encumbrance with respect to any final platted residential lot upon which a completed home has been constructed.

O. **Notification of Sale or Transfer; Assignment of Agreement.** Developer shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "**Assignee**") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement with respect to the portion of the Property transferred to Assignee. If the Property is transferred or owned by multiple parties, this Agreement shall only apply to, and be binding on, such parties to the extent of the Property owned by such successor owner, and if the Developer or any Assignee is in default under this Agreement, such default shall not be an event of default for any non-defaulting Assignee which owns any portion of the Property separate from the defaulting Developer or Assignee. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement with respect to the Property transferred to the successor developer, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

P. **Sovereign Immunity.** The Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

Q. **Exactions/Infrastructure Costs.** Developer has been represented by legal counsel, or has had an opportunity to do so, in the negotiation of this Agreement, and been advised, or has had the opportunity to have legal counsel review this Agreement and advise Developer, regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town in this Agreement are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government

Code; however, notwithstanding the foregoing, Developer hereby releases the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement

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

**S. Rough Proportionality.** Developer hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution with respect to infrastructure requirements imposed by this Agreement. Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement, with respect to infrastructure requirements imposed by this Agreement.

**T. No Israel Boycott.** In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this contract on behalf of Developer verifies by Developer's signature on this Agreement that the company does not boycott Israel and will not boycott Israel during the term of this contract

**U. Sales Tax Sourcing.** The Developer shall utilize, or cause its contractors to utilize, Separated Building Materials and Labor Contracts for all taxable building material contracts related to the Development in the amount of One Hundred Thousand Dollars (\$100,000.00) or more, to site payment of the sales tax on building materials for the Development to the Property/

**EXECUTED** by the Parties on the dates set forth below, to be effective as of the date first written above.

**{Remainder of Page Intentionally Left Blank}**

DEVELOPER  
a TEXAS company

By: [Signature]

Date: 4/7/2021

TOWN OF LITTLE ELM, TEXAS

By: [Signature]  
Matt Mueller  
Town Manager

Date: 5/11/2021

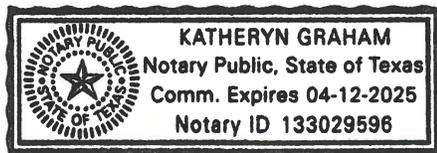
ATTEST:

By: [Signature]  
Kathy Phillips Caitlan Biggs  
Town Secretary

STATE OF TEXAS §  
  §  
COUNTY OF DENTON §

Before me, the undersigned authority, on this 11 day of May, 2021, personally appeared MATT MUELLER, Town Manager of the Town of Little Elm, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]



By: [Signature]  
Notary Public, State of Texas

My Commission Expires: 4/12/25

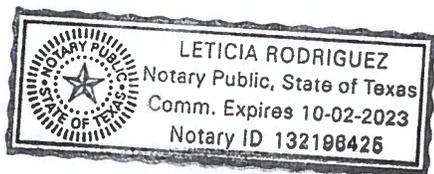
STATE OF TEXAS

§  
§  
§

COUNTY OF Denton

Before me, the undersigned authority, on this 7<sup>th</sup> day of April, 2021 ~~2020~~, personally appeared Thomas J. Shaw, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity of a duly authorized representative of Retractable Technologies, Inc.

[Seal]



By Leticia Rodriguez  
Notary Public, State of Texas

My Commission Expires: 10/2/2023

**EXHIBIT A**

**Planned Development Ordinance**

**ORDINANCE NO. 1563**

**AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, HEREOF AMENDED, BY AMENDING PLANNED DEVELOPMENT-LIGHT INDUSTRIAL (PD-LI) ON APPROXIMATELY 34.31 ACRES OF LAND, GENERALLY LOCATED ON THE WEST SIDE OF LOBO LANE, APPROXIMATELY 175 FEET SOUTH OF DEBBIE STREET; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A SAVINGS CLAUSE, PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the Future Land Use Plan of the 2017 Comprehensive Plan designates the subject property as Retail/Commercial; and

**WHEREAS**, a request for a change in zoning has been initiated by Retractable Technologies, Inc. to update the subject PD language and exhibits for approximately 34.31 acres of land more specifically described on the Location Map, attached hereto; and

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

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

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

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

**SECTION 2. ZONING AMENDMENT.** The Comprehensive Zoning Ordinance of the

Town, is hereby amended by providing for a **Planned Development district (PD)** on approximately 34.31 acres of land to update the subject PD language and associated exhibits, generally located on the west side of Lobo Lane, approximately 175 feet south of Debbie Street, a tract of land more particularly described on Location Map, attached hereto, subject to all of the terms and conditions set forth herein, and all other applicable ordinances, laws, rules, regulations, and standards.

**SECTION 3. CONDITIONS.** The following special ordinance provisions shall apply to the subject property:

The permitted uses and standards shall be in accordance with the Light Industrial (LI) zoning district, unless otherwise specified herein:

**A. USES:**

- 1) Office, warehouse, and manufacturing are permitted uses.
- 2) Supplemental uses permitted include child care facility and medical clinic.

**B. DESIGN:**

- 1) The design and materials for both existing Phase 1 and proposed Phase 2 (55,000 square foot warehouse/manufacturing facility) are permitted. Phase 2 shall be constructed per the adopted exhibit.
- 2) All future structures shall comply with the Architectural Standards for Industrial Structures regulations as outlined in the Town's Zoning Ordinance, as amended.

**C. SCREENING:**

- 1) An 8-foot masonry screening wall is required to be installed with Phase 2 development. The wall shall match the existing screening wall along the north and west portions of the property.

**D. LANDSCAPING & ENHANCED FENCING:**

- 1) Landscaping and enhanced fencing shall be provided per the adopted exhibits. Landscaping associated with future expansion shall be reviewed and approved by the Director of Development Services.
- 2) 2008 Adopted Site Plan/Landscape Plan - The landscaping area shown between Block A, Lots 12 & 22 of the Shell Beach subdivision shall be re-installed and maintained by the property owner.

**E. PARKING:**

- 1) Parking for Phases 1 & 2 shall be provided at a ratio of 1 space per 1 employee. Parking ratios associated with future expansion shall be determined by the Director of Development Services.

**SECTION 4. SAVINGS.** This Ordinance shall be cumulative of all other ordinances of the Town, and shall not repeal any of the provisions of those ordinances except in those

instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect..

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

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

**SECTION 7. SEVERABILITY.** The sections, paragraphs, sentences, phrases, and words of this Ordinance are severable, and If any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid or unconstitutional, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any person, firm, corporation, situation or circumstance, nor shall adjudication affect any other section or provision of the Comprehensive Zoning Ordinance of the Town of Little Elm, Texas, and the Town Council hereby declares that it would have adopted the valid portions and applications of the ordinance without the valid parts and to this end the provisions of this ordinance shall remain in full force and effect.

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

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

**PASSED AND APPROVED** by the Town Council of the Town of Little Elm, Texas on the 18<sup>th</sup> day of August, 2020.

**ATTEST:**

**The Town of Little Elm, Texas**

\_\_\_\_\_  
Kathy Phillips, Town Secretary

\_\_\_\_\_  
David Hillock, Mayor

instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

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**SECTION 7. SEVERABILITY.** The sections, paragraphs, sentences, phrases, and words of this Ordinance are severable, and if any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid or unconstitutional, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any person, firm, corporation, situation or circumstance, nor shall adjudication affect any other section or provision of the Comprehensive Zoning Ordinance of the Town of Little Elm, Texas, and the Town Council hereby declares that it would have adopted the valid portions and applications of the ordinance without the valid parts and to this end the provisions of this ordinance shall remain in full force and effect.

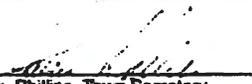
**SECTION 8. REPEALER.** That all ordinances of the Town of Little Elm in conflict with the provisions of this ordinance be and the same are hereby repealed to the extent of that conflict

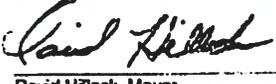
**SECTION 9. EFFECTIVE DATE.** Upon adoption, this Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the Town Charter.

**PASSED AND APPROVED** by the Town Council of the Town of Little Elm, Texas on the 18<sup>th</sup> day of August, 2020

ATTEST:

The Town of Little Elm, Texas

  
Kathy Phillips, Town Secretary

  
David H. Block, Mayor

**GLENN ENGINEERING**  
 450 PALMER DRIVE SUITE 200  
 IRVING, TEXAS 75038  
 TEXAS REGISTRATION NUMBER: F-00112



**RETRACTABLE TECHNOLOGIES INC**  
 411 LOBO LANE  
 LITTLE ELM, TEXAS 75068  
 18721294-1016

**OVERALL SITE PLAN**  
 ZONED L1  
 LOT 1 BLOCK A

Author	Checked	Scale	Sheet
Drawn	Reviewed	Notes	C300
Design	Approved	Comments	
Client	Project No.	Date	
City	State	Year	

**GENERAL SITE NOTES**

1. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. VERIFY ALL UTILITIES PRIOR TO CONSTRUCTION.
2. THE PROPOSED IMPROVEMENTS ARE SHOWN IN RED. EXISTING IMPROVEMENTS ARE SHOWN IN BLACK.
3. THE PROPOSED IMPROVEMENTS ARE SUBJECT TO THE APPROVAL OF THE CITY OF LITTLE ELM AND THE STATE OF TEXAS.
4. THE PROPOSED IMPROVEMENTS ARE SUBJECT TO THE APPROVAL OF THE ADJACENT PROPERTY OWNERS.
5. THE PROPOSED IMPROVEMENTS ARE SUBJECT TO THE APPROVAL OF THE ADJACENT PROPERTY OWNERS.
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20. THE PROPOSED IMPROVEMENTS ARE SUBJECT TO THE APPROVAL OF THE ADJACENT PROPERTY OWNERS.



**SITE LEGEND**

Proposed Road	Proposed Building	Proposed Parking	Proposed Utility
Existing Road	Existing Building	Existing Parking	Existing Utility
Proposed Storm Drain	Proposed Sewer	Proposed Water	Proposed Gas
Proposed Easement	Proposed Right-of-Way	Proposed Setback	Proposed Boundary

**LOT CALCULATIONS**

Lot Area	15,000.00 sq ft
Lot Width	150.00 ft
Lot Depth	100.00 ft
Lot Area	15,000.00 sq ft
Lot Width	150.00 ft
Lot Depth	100.00 ft

**PARKING CALCULATIONS**

Lot Area	15,000.00 sq ft
Parking Area	10,000.00 sq ft
Parking Spots	100
Parking Area	10,000.00 sq ft
Parking Spots	100



**OVERALL SITE PLAN**  
 ADDITION PHASE 1  
 LOT 1, BLOCK A  
 ZONED L1  
 AREA 19.943 TOTAL ACRES

RETRACTABLE TECHNOLOGIES INC  
 LOT 1, BLOCK A, D.P.O.C.  
 AREA 19.943 ACRES ZONED L1

DEBBIE STREET 50' R.O.W.  
 SHELL BEACH DRIVE 50' R.O.W.  
 2003 - 172000

RETRACTABLE TECHNOLOGIES INC  
 LOT 1, BLOCK A, D.P.O.C.  
 AREA 19.943 ACRES ZONED L1

DEBBIE STREET 50' R.O.W.  
 SHELL BEACH DRIVE 50' R.O.W.  
 2003 - 172000

RETRACTABLE TECHNOLOGIES INC  
 LOT 1, BLOCK A, D.P.O.C.  
 AREA 19.943 ACRES ZONED L1

DEBBIE STREET 50' R.O.W.  
 SHELL BEACH DRIVE 50' R.O.W.  
 2003 - 172000

RETRACTABLE TECHNOLOGIES INC  
 LOT 1, BLOCK A, D.P.O.C.  
 AREA 19.943 ACRES ZONED L1

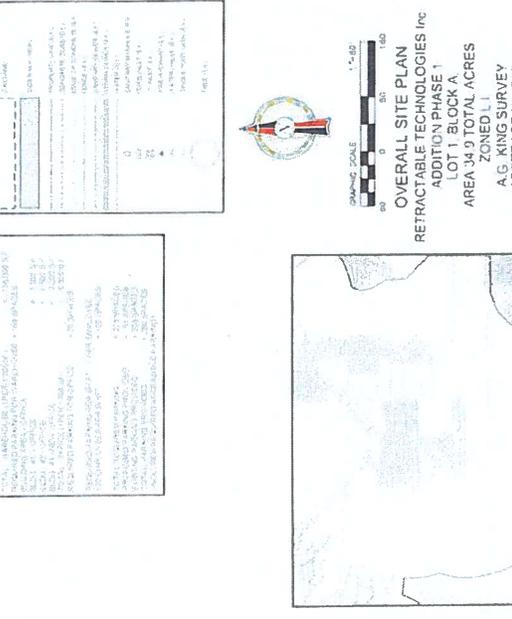
DEBBIE STREET 50' R.O.W.  
 SHELL BEACH DRIVE 50' R.O.W.  
 2003 - 172000

RETRACTABLE TECHNOLOGIES INC  
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 2003 - 172000

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 SHELL BEACH DRIVE 50' R.O.W.  
 2003 - 172000

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 SHELL BEACH DRIVE 50' R.O.W.  
 2003 - 172000

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 SHELL BEACH DRIVE 50' R.O.W.  
 2003 - 172000

RETRACTABLE TECHNOLOGIES INC  
 LOT 1, BLOCK A, D.P.O.C.  
 AREA 19.943 ACRES ZONED L1

DEBBIE STREET 50' R.O.W.  
 SHELL BEACH DRIVE 50' R.O.W.  
 2003 - 172000

RETRACTABLE TECHNOLOGIES INC  
 LOT 1, BLOCK A, D.P.O.C.  
 AREA 19.943 ACRES ZONED L1

Sheet  
**C300**

**OVERALL SITE PLAN**  
 ADDITION PHASE 1  
 LOT 1, BLOCK A  
 ZONED L1  
 AREA 19.943 TOTAL ACRES

A.G. KING SURVEY  
 ABSTRACT No. 718  
 CITY OF LITTLE ELM  
 DENTON COUNTY TX

DATE: 7/14/10

NOTE: THE TOWN OF LITTLE ELM CONSTRUCTION STANDARDS APPLY, WHETHER ADAPTED ON THESE PLANS OR NOT.

RETRACTABLE TECHNOLOGIES INC  
 LOT 1, BLOCK A, D.P.O.C.  
 AREA 19.943 ACRES ZONED L1

DEBBIE STREET 50' R.O.W.  
 SHELL BEACH DRIVE 50' R.O.W.  
 2003 - 172000

RETRACTABLE TECHNOLOGIES INC  
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 AREA 19.943 ACRES ZONED L1

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 SHELL BEACH DRIVE 50' R.O.W.  
 2003 - 172000

RETRACTABLE TECHNOLOGIES INC  
 LOT 1, BLOCK A, D.P.O.C.  
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 SHELL BEACH DRIVE 50' R.O.W.  
 2003 - 172000

RETRACTABLE TECHNOLOGIES INC  
 LOT 1, BLOCK A, D.P.O.C.  
 AREA 19.943 ACRES ZONED L1

DEBBIE STREET 50' R.O.W.  
 SHELL BEACH DRIVE 50' R.O.W.  
 2003 - 172000

RETRACTABLE TECHNOLOGIES INC  
 LOT 1, BLOCK A, D.P.O.C.  
 AREA 19.943 ACRES ZONED L1

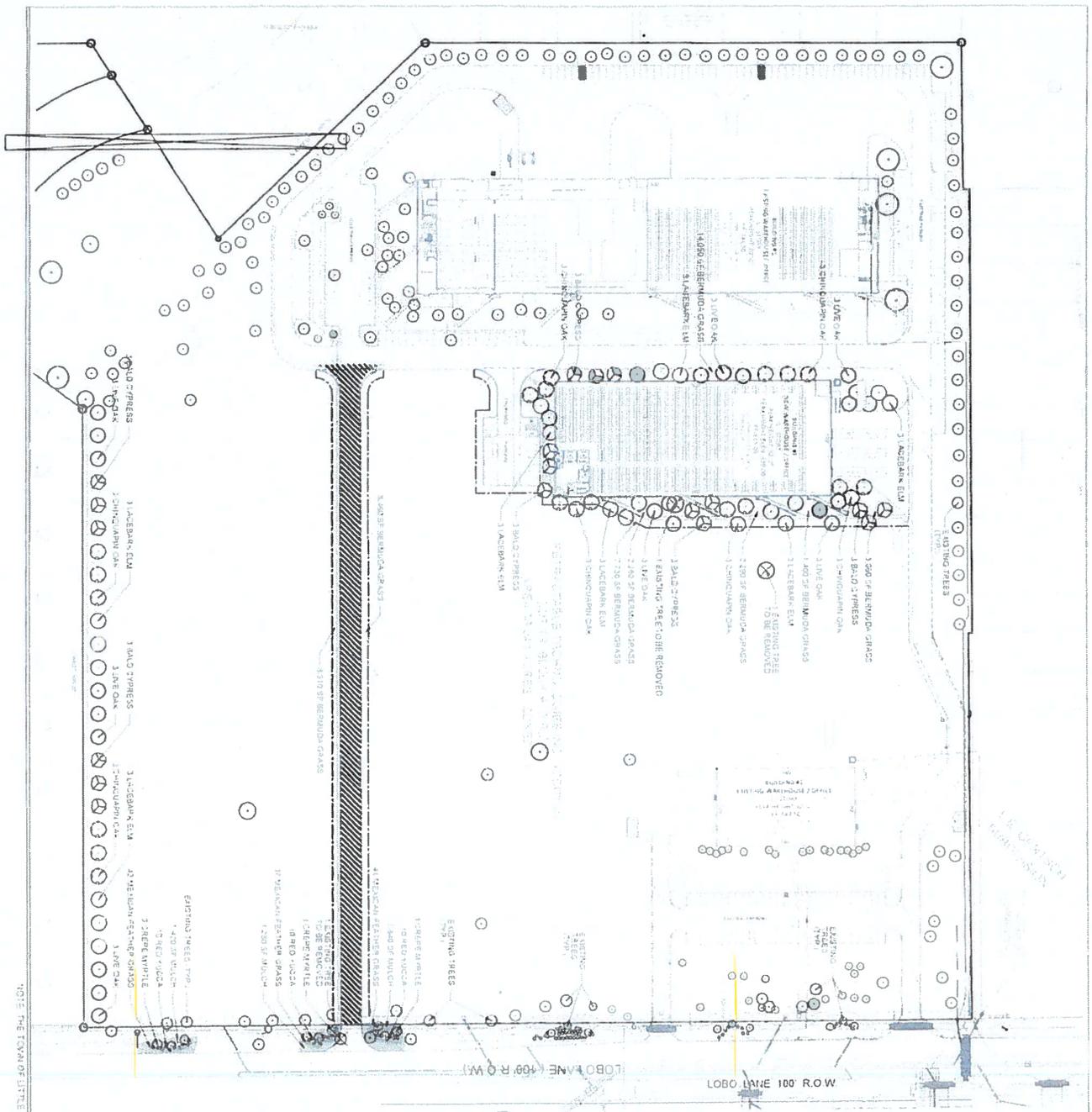
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 SHELL BEACH DRIVE 50' R.O.W.  
 2003 - 172000

RETRACTABLE TECHNOLOGIES INC  
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 SHELL BEACH DRIVE 50' R.O.W.  
 2003 - 172000

RETRACTABLE TECHNOLOGIES INC  
 LOT 1, BLOCK A, D.P.O.C.  
 AREA 19.943 ACRES ZONED L1

DEBBIE STREET 50' R.O.W.  
 SHELL BEACH DRIVE 50' R.O.W.  
 2003 - 172000



NOTE: THE TOWN OF LITTLE ELM CONSIDERS THIS A MATTER RECORDED ON THESE PLANS OR NOT

**LANDSCAPE PLAN LEGEND:**

- 1.0000 OAK SUB
- 1.0000 LIME
- 1.0000 RED OAK
- 1.0000 BALD CYPRESS
- 1.0000 LACED BARK OAK
- 1.0000 LIVE OAK
- 1.0000 OTHER SPECIES
- 1.0000 RED WOOD

**la terra studio**  
 landscape architecture  
 urban design, planning  
 207 E. 11th Street, Suite 100  
 Denton, TX 76201  
 www.latterastudio.com

**RETRACTABLE TECHNOLOGIES INC.**  
 ADDITION PHASE 1  
 LOT 1, BLOCK A  
 AREA 3.9 TOTAL ACRES  
 ZONED LI  
 A-G KING SURVEY  
 CITY OF LITTLE ELM  
 DENTON COUNTY TX

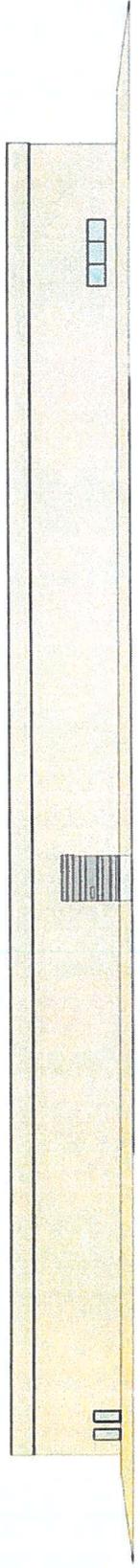
**L1.1**

**RETRACTABLE TECHNOLOGIES INC.**  
 511 LOBO LANE  
 LITTLE ELM, TEXAS 75068  
 (972) 294-1610

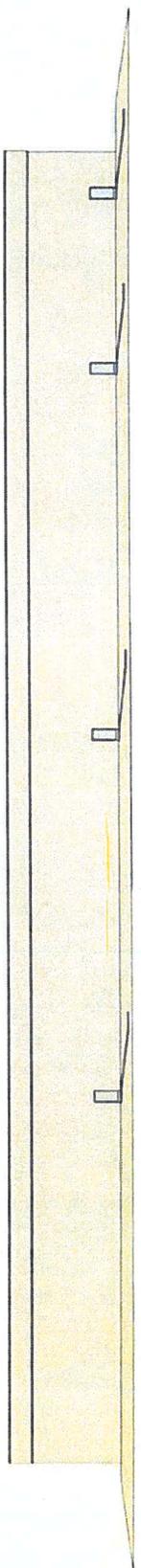
**RETRACTABLE TECHNOLOGIES Inc.**  
 ADDITION PHASE 1 - WAREHOUSE ADDITION  
 LOT 1, BLOCK A  
 ZONED LI  
 TOWN OF LITTLE ELM, DENTON COUNTY, TX



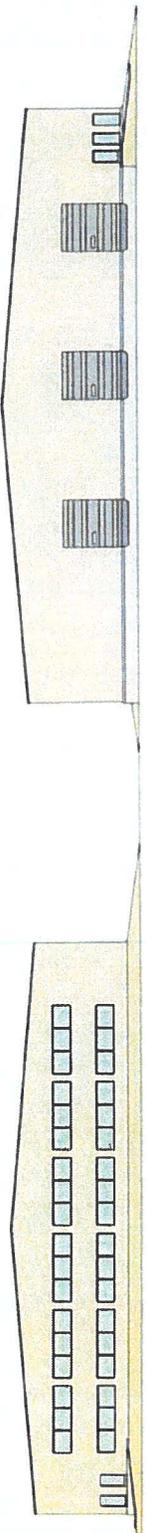
**GLENN ENGINEERING**  
 TEXAS REGISTRATION NUMBER: F-303  
 205 N. MAIN STREET, SUITE 200  
 DENTON, TEXAS 76201



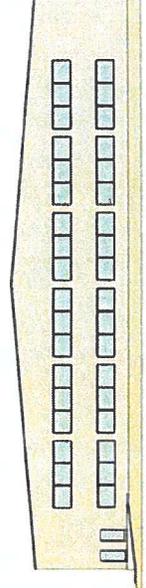
④ SOUTH ELEVATION  
NTS  
GLAZING - 120 SF - 1.4%  
METAL PANEL - 8664 SF - 98.6%  
TOTAL - 8784 SF



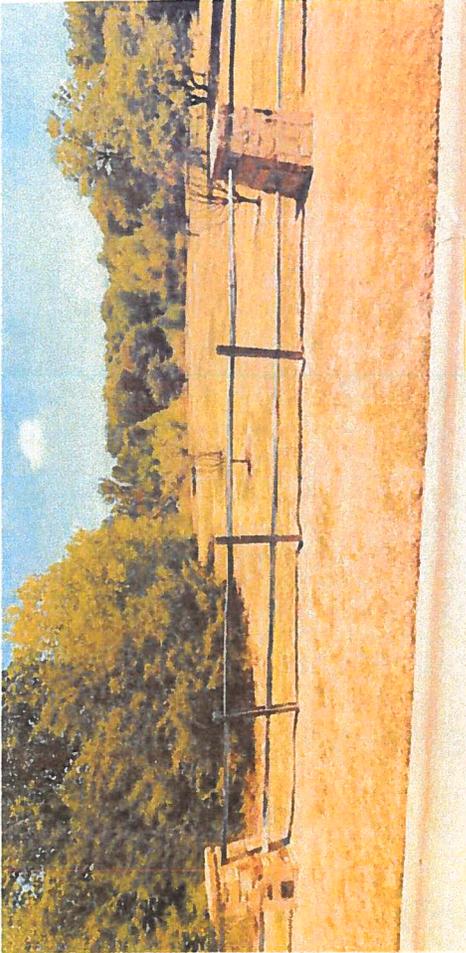
③ SOUTH ELEVATION  
NTS  
GLAZING - 0 SF - 0%  
METAL PANEL - 48784 SF - 100%  
TOTAL - 8784 SF



① NORTH ELEVATION  
NTS  
GLAZING - 58 SF - 1.4%  
METAL PANEL - 4018 SF - 98.6%  
TOTAL - 4076 SF



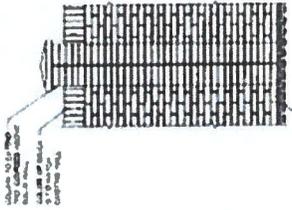
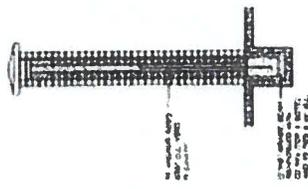
② SOUTH ELEVATION  
NTS  
GLAZING - 996 SF - 24.5%  
METAL PANEL - 3080 SF - 75.5%  
TOTAL - 4076 SF



SPLIT RAIL FENCE EXHIBIT WITH MASONRY COLUMNS  
(EXISTING EAST SIDE OF LOBO LANE)



EXISTING MASONRY FENCE EXHIBIT W/ COLUMNS



FENCING EXHIBITS  
RETRACTABLE TECHNOLOGIES INC  
ADDITION PHASE 1  
LOT 1 BLOCK A  
AREA 34.9 TOTAL ACRES  
ZONED LI  
A.G. KING SURVEY  
ABSTRACT No. 71B  
CITY OF LITTLE ELM,  
DENTON COUNTY TX

MASONRY FENCE EXHIBIT W/ COLUMNS

Sheet  
**C01.00**

**GLENN ENGINEERING**  
TEXAS REGISTRATION NUMBER: 6303  
1400 PALMER DRIVE SUITE 200  
FARMERSVILLE, TEXAS 75844  
PHONE: 817-251-5522



FENCING EXHIBITS  
RETRACTABLE TECHNOLOGIES INC  
5801 HIGH PHASE 1 - WAREHOUSE ADDN  
LOT 1 BLOCK A  
ZONED LI  
TOWN OF LITTLE ELM, DENTON COUNTY, TX

**RETRACTABLE TECHNOLOGIES INC**  
COVER SHEET  
511 LOBO LANE  
LITTLE ELM, TEXAS 75068  
10/21/2014-10/10

NO.	REVISION	DATE
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

NOTE: THE TOWN OF LITTLE ELM CONSTRUCTION STANDARDS APPLY, WHERE INDICATED ON THESE PLANS OR NOT.

The proposed expansion of the existing building is shown in the attached drawings. The expansion is shown in the attached drawings. The expansion is shown in the attached drawings.

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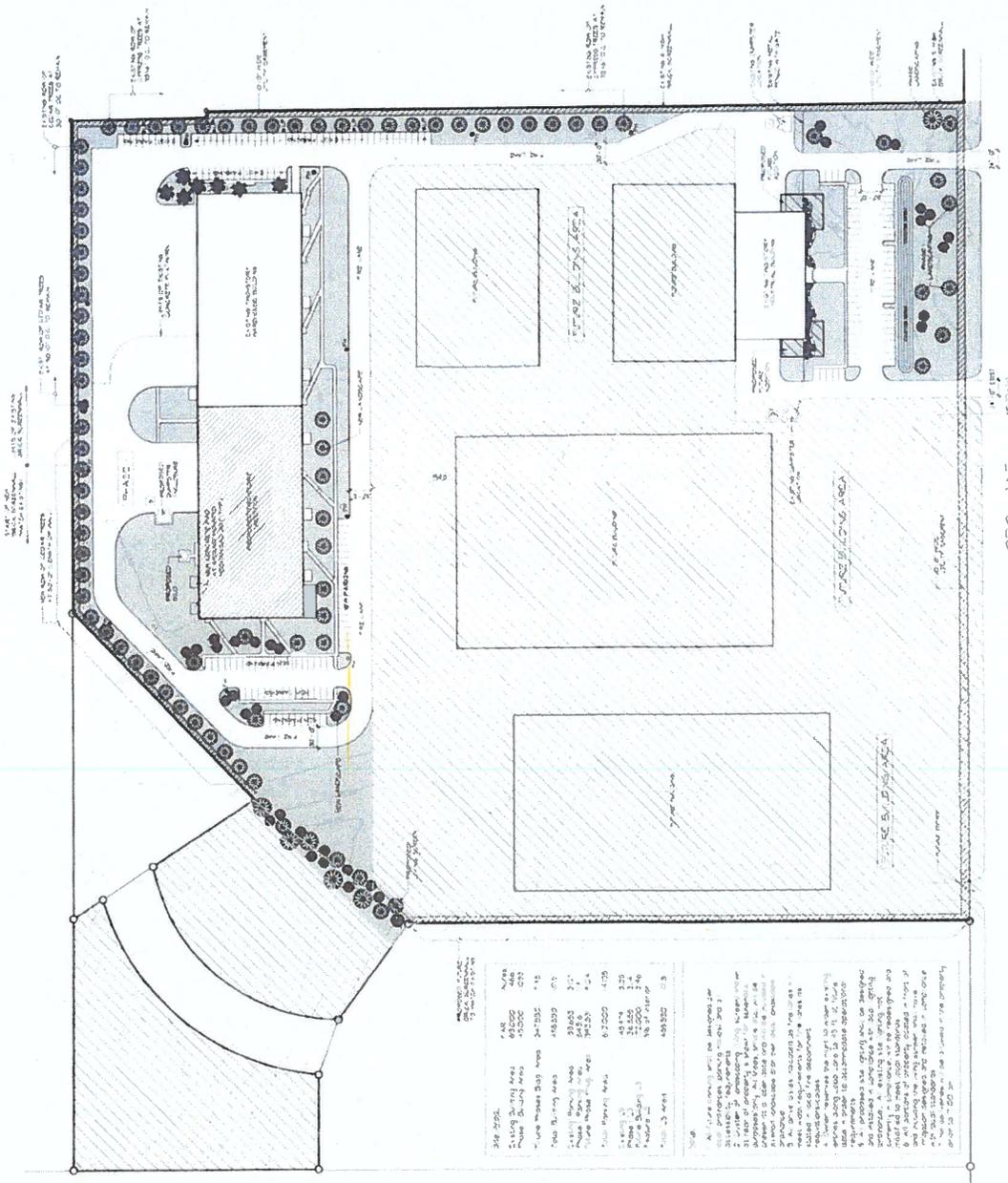
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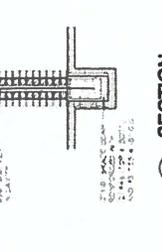
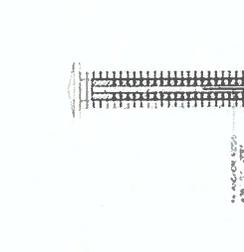
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April 18, 2008  
 Scale: 1"=80'-0"  
**Schematic Site Plan**  
 Planned Unit Development - Town of Little Elm, Texas  
 Case # 08-pd-001 RTI  
 RETRACTABLE TECHNOLOGIES, INC.  
 31 LOMBARD ST  
 LITTLE ROCK, TEXAS 72668  
 972-394-1010



NO.	DESCRIPTION	AREA	PERCENT
1	EXISTING BUILDING	10,000	100%
2	NEW BUILDING	10,000	100%
3	PARKING	10,000	100%
4	LANDSCAPE	10,000	100%
5	UTILITIES	10,000	100%
6	ROADS	10,000	100%
7	WATER	10,000	100%
8	SEWER	10,000	100%
9	ELECTRIC	10,000	100%
10	TELEPHONE	10,000	100%
11	CABLE	10,000	100%
12	OTHER	10,000	100%
13	TOTAL	10,000	100%

ELEVATION 1  
 ELEVATION 2

**Solana**  
 SOLANA DESIGN GROUP  
 5400 Rockwell Road  
 Fort Worth, Texas 76112  
 P: 817-339-3377



## Town Council Meeting

**Date:** 06/01/2021  
**Agenda Item #:** 6. F.  
**Department:** Development Services  
**Strategic Goal:** Ensure excellence in public services while keeping up with the growth in the community  
**Staff Contact:** Wesley Brandon, Town Engineer

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### **AGENDA ITEM:**

Consider Action to Award a **Professional Services Contract to Blais & Associates for Grant Management Services regarding the Lobo Lane Technology Park Project (RFQ 2021-18).**

### **DESCRIPTION:**

In February 2021, The Town was awarded \$1,400,000 in grant funding through the Coronavirus Aid, Relief, and Economic Security (CARES) Act for public infrastructure improvements within the Lobo Lane Technology Park. The program is administered by the Economic Development Administration and provides economic development assistance programs to help communities prevent, prepare for, and respond to the coronavirus pandemic. The program requires recipients to contribute 20% in matching funds, and this amount will be provided by Retractable Technologies, Inc., through a separate agreement.

The grant program requires recipients to conduct a competitive procurement process in order to select a consultant based strictly on the qualifications of the firm. In April 2021, a Request for Qualifications for Grant Management Services was issued, and Town staff received three (3) responses from interested firms. Each submittal was scored based on the criteria described in the solicitation, and Blais & Associates received the highest score.

The general scope of work for the project includes the design of a concrete-paved fire lane, water line, masonry screening wall, and landscaping improvements within publicly-owned easements near Lobo Lane. These improvements will be maintained by Retractable Technologies, Inc., through a separate agreement. The grant manager will be responsible for ensuring all grant reporting and documentation are met.

### **BUDGET IMPACT:**

Costs related to the grant management are eligible for reimbursement through the grant program, and the required 20% matching funds will be provided by Retractable Technologies, Inc. Therefore, no funding is required by the Town.

**\$ 114,570 Total Contract Amount**

\$ 91,656 80% Federal Match

\$ 22,914 80% Match by RTI

**RECOMMENDED ACTION:**

Staff recommends approval.

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**Attachments**

Proposal

Grant Award Letter

RTI Development Agreement

# Town of Little Elm

## Proposed Methodology for Grant Administration Services Public Infrastructure for Lobo Lane Technology Park EDA Investment No. 08-79-05538 Bid Invitation No: 2021-18



**Contact:** Jordan P. Carter, Chief Executive Officer  
**Phone:** 949-589-6338  
**Email:** jcarter@blaisassoc.com  
**Due:** April 26, 2021 at 11:00 a.m. CST

## PROPOSED METHODOLOGY

B&A is a full-service dedicated grant consulting firm with over 20 years of experience providing strategic grant research, grant writing, and grant management services to municipal government agencies and regional public agencies, including water districts and councils of governments. **B&A's client retention rate is almost 100 percent** with our very first annual contract client, Chino Hills, California, still active and utilizing our services since 2005. We attribute this success to our commitment to client satisfaction, training our staff to exacting standards which are documented in a Corporate Policies and Code of Conduct Manual, and hiring associates who are passionate about professionalism and integrity, and possess the technical skills required to be successful.

**B&A's mission** is to serve our clients with the highest quality, full spectrum of grant support services to enable our clients to identify, pursue, and deliver programs that develop and improve the communities in which they live.

Founded in 2000, Blais & Associates is a Limited Liability Corporation (LLC) registered to operate in the State of Texas. Comprised of 25 team members – all working remotely since founding – B&A has consistently served local municipal clients for over 20 years. Throughout our history, B&A has achieved a consistent track record of comprehensive Return on Investment (ROI) for our clients of between \$25 and \$70 for every \$1 spent on B&A consulting services.

B&A operates out of two offices, with services provided out of our Texas office. Oversight and guidance will be performed from our Company Headquarters office in Texas.

Office	Address	Telephone
California Office	7545 Irvine Center Dr., Ste 200, Irvine, CA 92618	949-589-6338
Company HQ Office	2807 Allen St., Ste 2050, Dallas, TX 75204	949-589-6338

**Financial Condition.** Blais & Associates is a 100 percent independent and privately owned Limited Liability Corporation (LLC). The Company is in good standing with all relevant financial institutions. It has no bankruptcies, pending litigation, planned office closures, or pending mergers that may impede our firm's ability to provide all of the services listed in Little Elm's Scope of Work.

**Grant Management and Compliance Experience.** B&A has provided post-award grant management and compliance monitoring services for government agencies for approximately 80 funding agreements dating back to 2007. These funding agreements range in size from \$40,000 to plant trees along a trail to over \$72 million to construct a wastewater facility. B&A has managed over \$5 million in grant awards for the Town of Little Elm, including complex grants from the Federal Emergency Management Agency (FEMA) and awards with both state and federal oversight with multiple conditions for parks and trails. Our experience with compliance and reporting requirements is significantly varied and includes a myriad of topics including environmental law (including NEPA), human subject protection, prevailing wage, Buy America, American Iron and Steel, and many others. Each assignment is approached with the same level of enthusiasm and attention because we know your ability to receive future grant awards is dependent on successfully managing and closing out current grant awards with no audit findings.

While grant writing is not requested as part of this proposal, it is important to note that B&A has submitted over 1,200 grant applications and funding vehicles, including formula grants and competitive programs. These applications represent requests for approximately \$2 billion on behalf of our clients. The significance of this is that we understand grants from all angles and this knowledge is key in the post-award technical assistance arena.

And finally, our reputation is strong equally among our clients and funding agencies. The following testimonials underscore our reputation within a post-award environment.

- ▶ **“Everything was completed exactly like we needed it, to a “T.” I wish you guys could work on all our grant closeouts.”** – Noel Davis, CalRecycle
  
- ▶ **“Thank you for taking it off my plate and getting the work on Claremont’s end done!! Greatly appreciative!”** – John Costa, City of Claremont
  
- ▶ **“Rock star is putting it mildly. We are so pleased to have all of you on our team.”** – Pamela Galera, City of Anaheim
  
- ▶ **“Thank you for the great service. I appreciate your diligence and thoroughness.”** – Karl Francis, Western Municipal Water District
  
- ▶ **“Glad to know that we have very capable people like you guys to handle the project. Have a nice day!”** – Veronica Zheng, Western Municipal Water District

For new grant management awards, B&A reviews the draft grant contract/agreement to ensure it aligns with the grant application (no major deviations in scope of work, schedule, and budget) and helps identify rules and regulations that may be of concern. B&A will work with Town staff and others to liaison with the funding agency (if desired) to negotiate or clarify any ambiguities. B&A staff are experienced in drafting resolutions that may be required as a condition of receiving an award and can also assist in developing the accompanying staff reports or Board agenda documents. The objective is to ensure that a grant agreement is successfully executed on time, that the Town can successfully administer the grant given the conditions of award, and that the agreement articulates the scope of work, budget, and schedule correctly.

The scope of services requested by the Town of Little Elm aligns 100 percent with B&A’s core services. Our grant management clients appreciate the systematic process, organization, and work ethic our staff brings to the overall team and have commented several times how we see the bigger picture yet have a strong attention to detail. B&A’s grant management division is currently managing 30 post-award funding contracts – all with very similar scope of service requirements (i.e., monitoring, compliance, final reports, etc.). These contracts range from simple and small dollar value to the most complex and high dollar value agreements in the grant industry. Each assignment is approached with the same level of enthusiasm and attention because **we know your ability to receive future grant awards is dependent on successfully managing and closing out current grant awards with no audit findings.**

Your Lead Grant Manager, Ursula Drake, will use B&A’s successful systematic approach, along with the BGAPS software (discussed below) to ensure successful grant management and compliance monitoring services. Assisting her will be Alisa Kim and Jessica Garigliano. The grant management team will thoroughly review the Town’s grant application and other important pre-award documents. Additionally, the grant agreement issued to the Town of Little Elm will be thoroughly reviewed and key items will be developed to ensure success of post-award requirements including, but not limited to, a Project Schedule to monitor and track submission of required reporting and deliverables and draft templates for reporting purposes (if not provided by the funding agency). Additionally, the grant management team will assist the Town in the development of progress reports and invoices, working with Town staff to ensure accurate, detailed, and factual information is provided to the funding agency. The B&A grant management team will also be available to Town staff to participate in teleconferences, work with other consultants on the project to ensure compliance, and to act as a liaison with the funding agency for successful implementation

and grant completion. All records and documents will be stored in the BGAPS software and can be accessed by identified key Town staff at any time.



**Grant Management Software – Blais Grant and Project Management Solutions™ (BGAPS).** B&A developed a proprietary and patent-pending grant and project management software system called BGAPS, which improves the crucial link between a Program Manager’s efforts and the regulatory requirements, reporting, metrics tracking, document control, reimbursement process, and auditing. The software system streamlines the entire grant management and project/program management process. It was developed specifically to meet the needs of program managers, finance, auditing, compliance, and executives. Auditors can also be provided temporary and limited access to all documents needed and available for their review. B&A’s proposed team uses BGAPS extensively to develop and manage the program’s schedule, compliance requirements, metrics, budget, requests for reimbursements, document storage/retention, and other items as identified throughout the performance period of the assignment.

The BGAPS software-as-a-service (SaaS) system is Cloud-based and built on .Net MVC technology with Azure SQL as the backend and hosted on Microsoft Azure – some of the most trusted tools and names in the software development industry. Documents are protected and stored using Microsoft Azure blob storage. The entire system is built with three levels of redundancy and meets HIPAA security standards.

**Current Clients.** While the focus of this proposal is on grant administration, B&A is a full-service grant consulting firm, providing strategic grant research and grant writing, as well as grant management services. We work with over 80 clients in the local municipal realm (across Texas, Florida, California, Oklahoma, and Kansas). B&A has a deep history of grant service experience in all major grant areas including Public Works, Community Development, Parks & Recreation, Public Safety, Economic Development, and Water and Wastewater.

**B&A's Success with Public Agencies.** B&A has written over 1,200 grant proposals worth \$2 billion in grant value. Roughly 55 percent of our overall application submissions are state, 25 percent are federal, and 20 percent are regional. Historically, B&A has provided our clients with a return on investment of anywhere from \$25 to \$70 for every \$1 in B&A grant writing costs. A summary of B&A's past 5 years of awarded grant submissions is demonstrated in Table 1:

**Table 1: Five (5)-Year Snapshot: B&A Detailed Overview of Successful Projects**

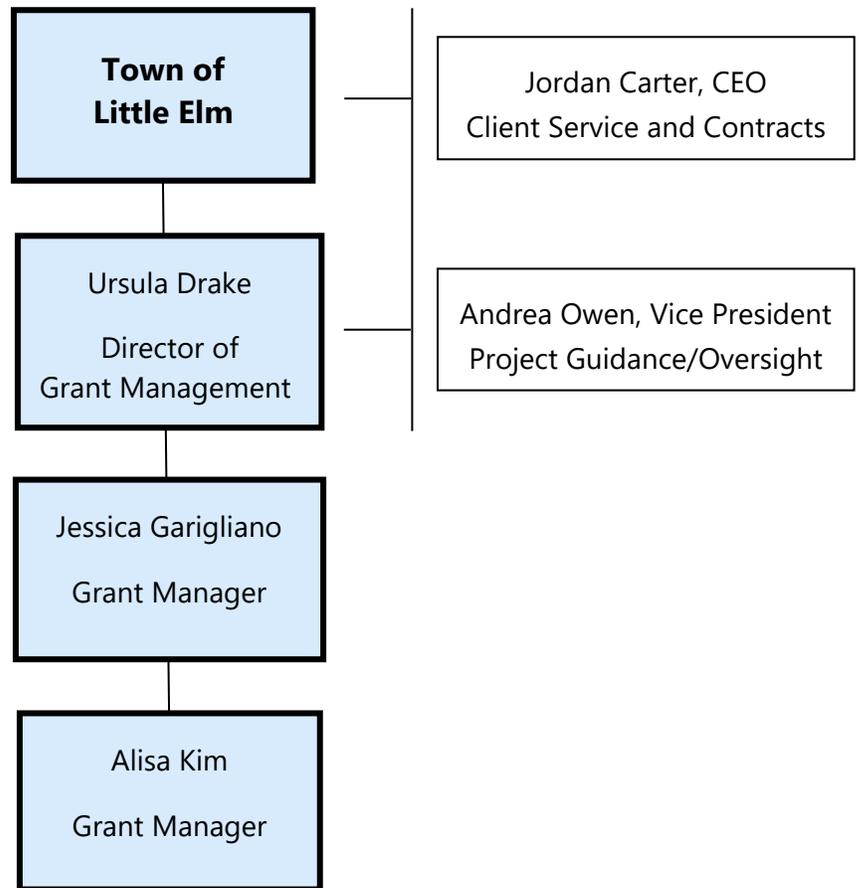
Funding Agency	Applications	Awarded Funds
<b>Federal</b>		
U.S. Department of Transportation	7	\$88,504,782
U.S. Department of Homeland Security (Including FEMA)	13	\$9,399,839
U.S. Department of Agriculture	4	\$604,918
U.S. Department of Defense	1	\$567,000
U.S. Department of Health and Human Services	4	\$8,042,111
U.S. Department of the Interior (Bureau of Reclamation)	33	\$17,057,828
U.S. Department of Justice	6	\$3,156,302
U.S. Environmental Protection Agency	1	\$178,200
U.S. Economic Development Administration	5	\$8,704,901
National Endowment for the Arts	1	\$20,000
<b>Texas</b>		
Texas Office of the Governor (Law Enforcement)	9	\$637,788
Texas Commission on Environmental Quality (TCEQ)	1	\$38,512
Texas Department of Emergency Management (TDEM)	1	\$53,625
Texas Department of Transportation	1	\$2,131,225
Texas Parks and Wildlife Department (TPWD)	6	\$2,393,955
Texas State Library and Archives Commission (TSLAC)	1	\$9,858
<b>Texas Regional Agencies</b>		
North Central Texas Council of Governments (NCTCOG)	2	\$882,379
Collin County	2	\$2,500,000
<b>California</b>		
State agencies	248	\$353,185,265
Regional agencies	76	\$57,018,022
<b>Other</b>		
Foundations, Associations, and Private Entities	25	\$2,021,536
<b>Total 5 Year Snapshot</b>	<b>447</b>	<b>\$557,108,046</b>

**PROPOSED STAFFING AND PROJECT MANAGEMENT**

B&A proposes a three-person, highly experienced team to provide grant management services for the Economic Development Administration (EDA) award. Ms. Ursula Drake, B&A’s Director, Grant Management, will serve as Project Manager, serve as the Town’s contact on a day-to-day basis, and provide all services related to grant management requested by the Town. Ursula will be supported by Jessica Garigliano and Alisa Kim, Grant Managers, to ensure all activities required are fully executed for this grant management project.

Andrea Owen, B&A’s Vice President, will provide strategic direction, project guidance, and executive oversight. Jordan Carter, B&A’s Chief Executive Officer will be your primary point of contact for all overall contract and management questions or requests. Please see the below chart which identifies proposed staffing assignments.

**B&A ORGANIZATIONAL CHART FOR GRANT MANAGEMENT SERVICES TO THE TOWN OF LITTLE ELM**



		
<b>▶ Ursula Drake</b>	<b>▶ Jessica Garigliano</b>	<b>▶ Alisa Kim</b>
<b>Role:</b> Director of Grant Management	<b>Role:</b> Grant Manager	<b>Role:</b> Grant Manager

***Ursula Drake, Director of Grant Management.*** Ursula Drake joined B&A in 2016 and has over 16 years of experience managing grant programs. Her experience includes the Wichita Area Technical College, where she was responsible for reconciling the College’s budget with multi-year state and federal grant awards. Ursula is currently managing several grant programs for B&A and continues our track record of success – ensuring all clients pass all audits without a single audit finding. Ursula received a Bachelor of Arts in Business Management from Baker College.

***Jessica Garigliano, Grant Manager.*** Jessica Garigliano came to B&A in 2019 with over 10 years of experience in the grant management arena. Her experience includes six years with the New York City Department of Environmental Protection, Bureau of Water Supply. Jessica currently manages grants for multiple clients in California and Texas. She received her Master of Business Administration from Kaplan University and a Bachelor of Arts in Economics from State University of New York College at Cortland.

***Alisa Kim, Grant Manager.*** Alisa Kim has worked with B&A in various capacities since 2011. She currently manages grants for multiple clients in California and Texas, preparing and submitting grant reports and payment requests. Alisa has particular expertise in Clean Water State Revolving Fund and Drinking Water State Revolving Fund loan programs as well as other California and federal grants. She graduated with a Bachelor of Arts in Politics from the University of California at Santa Cruz.

Please find detailed resumes for each of the above B&A team members on the following pages.



**Ursula Drake**

*Director, Grant Management Services*

Ursula has over 16 years of experience in the grant management arena including federal, state, regional, and foundation programs. Her accomplishments include leading some of the most complex grant and loan programs in the industry using strong budget, compliance, project management and reporting skills. Ursula is extremely approachable and possesses unique skills that encourage teams to work together for successful project management. She routinely leads her grant management team to successfully manage multi-million-dollar loan and grant-funded projects at the federal, state and regional level. Ursula's grant management experience extends to water, infrastructure, parks and recreation, transportation, transit, workforce development, economic development and community enhancement projects.

**Professional Credentials**

- Bachelor of Science, Business Management and Marketing, Baker College

**Professional Organizations**

- Grant Professionals Association, Member
- American Grant Writers Association, Member
- National Grants Management Association, Member

**Employment History**

- Blais & Associates (2016-Present)
- Wichita State University Technical College
- State of Kansas
- Newaygo County Regional Educational Service Agency

**Examples of Grant/Loan Management Accomplishments**

Grant Award	Program
<b>\$72.6 million</b>	California State Water Resources Control Board Clean Water State Revolving Fund (SRF) Loan Program (Western Riverside County Regional Wastewater Authority, CA) <b>(Loan)</b>
<b>\$35.7 million</b>	California State Water Resources Control Board Clean Water State Revolving Fund (SRF) Loan Program (Western Municipal Water District, CA) <b>(Loan)</b>
<b>\$31.8 million</b>	California State Water Resources Control Board Clean Water State Revolving Fund (SRF) Loan Program (Santa Rosa Regional Resources Authority, CA) <b>(Loan)</b>
<b>\$28 million</b>	CalSTA Transit and Intercity Rail Capital Improvement Program (Anaheim Transportation Network)
<b>\$16.9 million</b>	California State Water Resources Control Board Clean Water State Revolving Fund (SRF) Loan Program (Farmersville, CA) <b>(Loan)</b>
<b>\$7.601 million</b>	Federal Transit Administration 5307 Flex (Homestead, FL)
<b>\$5 million</b>	United States Department of Agriculture (USDA) Rural Development Loan Program (Farmersville, CA) <b>(Loan)</b>

Grant Award	Program
<b>\$2.5 million</b>	FEMA/Department of Homeland Security Staffing for Adequate Fire and Emergency Response (SAFER) (City of Celina, TX)
<b>\$1.9 Million</b>	California Natural Resources Agency CCNR Proposition 68 Grant Program (Farmersville, CA)
<b>\$1.3 million</b>	CADWR: SAWPA – Prop 84 Home Gardens Well (City of Corona, CA – Department of Water and Power)
<b>\$1.2 million</b>	FEMA/TDEP – Safe Room (Little Elm, TX)
<b>\$1 million</b>	California Natural Resources Agency, CA River Parkways Grant Program (Fullerton, CA)
<b>\$1 million</b>	Bureau of Reclamation WaterSMART Water Energy and Efficiency Grant Program (Azusa, CA)
<b>\$719,033</b>	Texas Department of Transportation TA Set-Aside Safe Routes to Schools Grant Program (City of Keller, TX)
<b>\$500,000</b>	California State Water Resources Control Board Household/Small Water Systems (California Rural Water Association)
<b>\$400,000</b>	CADWR: SAWPA – Corona-Arlington Desalter Promenade Connection (City of Corona, CA – Department of Water and Power)
<b>\$379,750</b>	California Natural Resources Agency Department of Forestry and Fire Protection (CalFIRE) Urban Forest Management Plan and Tree Planting Grant Program (Downey, CA)
<b>\$206,275</b>	Caltrans Sustainable Communities Grant Program (Farmersville, CA)

## Unique Skills

- Exceptional project manager and report writer providing timely and responsive work products. Consistently nurtures client relationship services and provides outstanding client services.
- Extensive experience with water-related projects and the California State Water Resources Control Board. Maintains relationships with key contacts at the SWRCB.
- Extensive experience with the United States Bureau of Reclamation Water and Energy Efficiency programs. Maintains relationships with key contact at the BOR.
- Assists in maintaining detailed and technical involvement in the day-to-day management of B&A grant management projects and guiding team of Grant Managers on a daily basis.
- Extensive experience with budget and project management including preparation and maintaining financial budgets and monitoring and ensuring regulatory compliance requirements of agreements and contracts.



**Jessica Garigliano**

*Grant Manager*

Jessica has over 10 years of experience in the grant management arena with a focus in water projects and operations. She currently manages grants for multiple clients in California and Texas. Jessica monitors budgets, expenditures, and reimbursements, along with grant deliverables/objectives. She prepares and submits grant reports and payment requests on time and ensures compliance with required guidelines. Jessica nurtures strong relationships with both grant funding agencies and clients, keeping clear lines of communication and facilitating a transparent and efficient process for managing grant awards. Jessica also has extensive experience in contract procurement and management for all operational directorates, submittal of all contract documents (new, renewal, time extensions, and change orders), and preparation and submission of expense encumbrances.

**Professional Credentials**

- Master of Business Administration, Kaplan University
- Bachelor of Arts, Economics, State University of New York College at Cortland

**Professional Organizations**

- Grant Professionals Association, Member
- American Grant Writers Association, Member
- National Grants Management Association, Member

**Employment History**

- Blais & Associates (2019-Present)
- Operations Contract Coordinator, New York City Department of Environmental Protection, Bureau of Water Supply (2018-2019)
- Procurement and Budget Coordinator, New York City Department of Environmental Protection, Bureau of Water Supply (2013-2018)

**Examples of Grant/Loan Management Accomplishments**

Funds Managed	Program	Client
<b>\$4,147,200</b>	Staffing for Adequate Fire and Emergency Response (SAFER)	Celina, TX – Fire Department
<b>\$1,740,485</b>	State Water Resources Control Board Proposition 1 Storm Water Grant Program: La Palma	Anaheim, CA
<b>\$1,624,018</b>	State Water Resources Control Board Proposition 1 Storm Water Grant Program: Modjeska	Anaheim, CA
<b>\$790,175</b>	CalFire Urban Forest Management Plan and Tree Planting	Garden Grove, CA
<b>\$379,750</b>	CalFire Urban Forest Management Plan and Tree Planting	Downey, CA
<b>\$786,720</b>	Caltrans Active Transportation Program	Farmersville, CA
<b>\$233,000</b>	Caltrans Sustainable Communities Planning Grant	Farmersville, CA

## Unique Skills

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- Vast experience of budget, procurement, and contract management for large municipalities inclusive of water supply operations, water treatment operations, and wastewater operations.
- Extensive experience creating multiple templates for staff utilization and ease of tracking budget and expenditures.
- Responsible for training directorate staff managers and supervisors on budget, procurement, and contract management.
- Vast experience with preparing complex reports for review and discussion among senior staff.
- While working as the School Business Assistant, responsible for coordinating and developing the annual budget of over \$30 million.
- Strong knowledge in governmental accounting, budget preparation, monitoring of expenses, and financial analysis.



**Alisa J. Kim**

*Grant Manager*

Alisa has over 15 years of experience in the grant management, development, and research profession, currently managing grant awards for multiple clients in California and Texas. Alisa monitors budgets, expenditures, reimbursements, and grant deliverables/objectives for federal, state, regional, and foundation programs. Alisa’s specialty areas include California’s Clean Water State Revolving Fund and Safe Drinking Water State Revolving Fund, and California State Parks/U.S. Land & Water Conservation Fund awards management. Alisa is responsible for ensuring cohesiveness between grant funding agencies and awarded applicants, developing strong working relationships among these teams, and facilitating day to day management and efficiency of the grant award process.

**Professional Credentials**

- Bachelor of Arts, Politics, University of California Santa Cruz

**Professional Organizations**

- Grant Professionals Association, Member
- American Grant Writers Association, Member
- National Grants Management Association, Member

**Employment History**

- Blais & Associates (2011-Present)
- Glaser Pediatric Research Network
- Clinimetrics Research Associates
- Radiant Research
- University of Utah School of Medicine
- Department of Veterans Affairs, Menlo Park, CA

**Examples of Grant/Loan Management Accomplishments**

Funds Managed	Program	Client
<b>\$1,300,000</b>	Proposition 84 Integrated Regional Water Management Program	Corona, CA
<b>\$488,250</b>	State of California - Natural Resources Agency, Department of Parks and Recreation, Land and Water Conservation Fund	Fullerton, CA
<b>\$380,000</b>	State of California - Natural Resources Agency, California River Parkways Grant Program (Prop 40)	Fullerton, CA
<b>\$379,750</b>	State of California – Department of Housing and Community Development, Housing Related Parks Program	Fullerton, CA
<b>\$325,632</b>	California Energy Commission, Alternative Renewable Fuel and Vehicle Technology Program	Corona, CA

## Unique Skills

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- Extensive experience overseeing budget management and regulatory compliance requirements of grant agreement contracts.
- In depth knowledge of water-related programs including California Clean Water State Revolving Fund and Safe Drinking Water State Revolving Fund.
- Extensive experience in research, including for programs related to storm water management, urban greening, transportation, and pediatric diseases and illnesses.
- Extensive experience in project management overseeing protocol and study forms development; creating budgets; monitoring and completing projects and deliverables; and performing follow-up site visits for compliance.
- Extensive experience in team management.
- Extensive experience in both fully developing and managing grant applications and awards with unique knowledge of projects from inception to completion.

## TECHNICAL NARRATIVE AND WORK PLAN

B&A will follow our standardized processes, as written in our internal Company Policies and Code of Conduct Manual, for providing technical assistance and grant administration services to the Town. To our knowledge, we are the only professional grant consulting firm in the nation that has taken the time and effort to codify internal processes and train the teams to specific standards. The Town of Little Elm experienced our standard of excellence with grant management services through work with Town staff on various other grant administration assignments. The Town will experience that same level of care and attention to detail applied to post-award technical assistance and grant management support on this EDA grant.

B&A has provided either turnkey (100 percent involvement) or semi-turnkey post-award grant management assistance for approximately 80 funding agreements. These funding agreements range in size from \$40,000 to plant trees along a trail to over \$72 million to construct a wastewater facility. Our experience with compliance and reporting requirements is significantly varied and includes a myriad of topics including environmental law (both NEPA and CEQA), human subject protection, prevailing wage, Buy America, American Iron and Steel, and many others. Per the RFP, the following is our Scope of Services approach.

### WORK PLAN ACTIVITIES

***Project Initiation and Set-Up.*** Upon award notification, B&A follows a systematic ramp-up process. That process is modified and adjusted based on the specific funding agreement requirements, client needs, and timing. Because B&A has existing familiarity with various grant agreements, Town operations, and federal grants in general, it is estimated that project ramp-up will be quick and seamless. B&A will also attend any teleconferences with the Town and EDA.

***Document Review.*** Review the EDA grant agreement and any grant management guidance materials and emails already transmitted to/from the Town and the funding agency, review reports or documents already developed and/or transmitted between the Town and the funding agency and review any other contract agreements already in place.

***Develop Control Documents.*** Develop a series of control documents based on the document review. B&A will use BGAPS, our proprietary, patent-pending software to input general information about the grant award and local match funding (if any) and input data that will allow for the generation and distribution of the following reports: Project Team, Compliance Checklist, Project Schedule, Approved Budget (by line item, if available), Notes, Metrics, and Document Library, which also includes identifying which documents need to be parked in the BGAPS Audit Tab. These reports will be shared as drafts with the Town and amended as needed throughout the project performance period.

***Coordinate, Host, Lead, Attend Grant Management Kick-off Meeting.*** Conduct and lead a virtual kick-off meeting to meet key staff and project partners, review activities already completed, share the draft reports from above, which will highlight compliance requirements, key deadlines, key objectives, grant administration rules and assign team members who will be responsible for each item, identify gaps and protocols in the process that need to be refined, identify next steps and provide the timeframe for completing, and identify and calendar series of conference calls or meetings for the duration of the grant performance period. This kick-off meeting can also serve as a simple training session for viewing data in BGAPS. It is envisioned that the Town staff will be given view access rights to BGAPS, which will allow staff immediate access to all data, reports, and documents related to the project.

***Establish Protocols to Ensure Compliance.*** This will include finalizing BGAPS data entry and project set-up after the kick-off meeting ensuring reports and schedules are complete and accurate; assigning tasks and email alerts to

project team members that have critical due dates; developing protocol documents and processes, as needed, and establishing a calendar or routine check-in calls with key staff and consultants working on the project.

**Day-to-Day Technical Assistance and Grant Management.** B&A will assist the Town staff with required reports or other reports requested by the funding agency. B&A routinely provides turnkey assistance with reports and collects all data necessary, completes forms and provides drafts to the client for review and feedback, making adjustments based on feedback and then either submits the reports directly to the funding agency, or provides a sample transmittal email for the client to send to the funding agency.

**Monitor Budgets, Process Requests for Reimbursement, and Ensure Compliance.** B&A will assist Town staff in preparing requests for reimbursements, reviewing, and attaching appropriate back-up documentation, tracking expenditures to date against line items approved in the grant, ensuring compliance with federal, state, and local rules and regulations, monitoring payments to the Town from the funding agency, tracking retainage by the funding agency, and processing retainage requests at the appropriate time. B&A will also assist with budget amendments and resolve issues that may arise with respect to the budget or reimbursement requests.

**Ongoing Grant Management.** B&A will continually monitor for compliance and assist Town staff or other consultants, as needed, to include budget amendments, schedule amendments, scope of work amendments, liaison with funding agency staff, and troubleshooting. For as-needed monthly check-in calls, B&A will calendar all calls via Outlook, use Microsoft Teams to host each call, and will take meeting notes and distribute minutes following each call. Action items will be sent to each team member with B&A to follow-up as appropriate. If the project is seamless, regular monthly calls may not be needed; however, they will be calendared to occur monthly, and canceled if not necessary.

**Provide Administrative Assistance.** As needed, provide administrative assistance to Town staff to include preparing for audits, researching federal, state, and local rules and regulations for a specific issue, attend to requests from the funding agency, and advise on difficult issues that may arise during the period of performance of the grant.

**Audits, Close-Out, and Records Retention.** B&A will assist the Town in completing final reports according to funding agency requirements, ensuring detail is sufficient to satisfy requirements and obtain appropriate signatures; process the final request for reimbursement; assist the Town with audit preparation or responses to auditor inquiries; ensure BGAPS is kept up-to-date throughout the project life to facilitate seamless audits, providing temporary BGAPS view-only access to auditors per authorization from the Town; assist the Town in developing close-out reports, final reports and ensure all program and financial files meet close-out requirements per the funding agency policies or guidelines; and transfer files to the Town through agreed upon mechanism (.cvs files, flash drive, cold storage in BGAPS, etc.).

## **QUALITY CONTROL/BUDGET & SCHEDULE CONTROL**

B&A takes pride in being able to say that we have never missed a deadline across all grant writing and grant management assignments. We are often required to provide 3-4 week quick turnarounds on grant writing applications, and we do so by employing our B&A best practices. Our internal tools are required to be used by all associates regardless of how small or large an assignment. In addition, associates are required to host internal check-in meetings with the team leader and identify obstacles that could impact a schedule or budget. If needed, we will augment the team with additional B&A Associates to successfully complete an assignment; however, most of the time, that is unnecessary, as we adhere to our B&A quality control policies as follows:

**Completion of Projects On Time and On Budget.** Because B&A is a time and materials company and provides not-to-exceed quotes for all assignments, staying within the allocated budget is rarely cause for concern for a client. To

remain on time and on budget, B&A uses an internal system called Replicon that allows associates to input their time (in 15-minute increments) by client and by project. When a new project is assigned to B&A, the project and time allocated is entered into Replicon. As associates work and bill their time as expended toward the project's budget, reports are generated at certain intervals that allow team leaders to view the time remaining on a project. B&A also mandates the use of a Cloud-based file sharing system (Egnyte) to maintain client documents. This creates significant synergy and efficiency internally between B&A associates and externally with our clients. Egnyte can also serve as an FTP site allowing files to be uploaded or downloaded and used as a central filing system during an active assignment.

**Managing Schedules, Milestones, and Timelines.** All assignments use the B&A Timeline and Checklist (Grant Writing) or BGAPS Project Schedule (Grant Management) structured templates to manage an assigned project. These templates are presented at kick-off meetings and are a standing agenda item for check-in calls. These tools include a schedule of milestones and items required from the client in order to be successful. All assignments include interim check-in calls (both internal and external) as needed from project inception through to final due date or close-out date.

**Internal Review Procedures to Ensure Quality.** All written materials undergo at least one level of internal/peer review by a senior associate or higher -- ideally with expertise in the subject matter. This includes a thorough review of 80 percent draft and 100 percent final documents using B&A's check list. Drafts shall be provided to client allowing at least 48-hours for review (longer if possible). All reviews must be performed with hard copies and math computations must be double-checked using a calculator (not Excel). On-screen reviews are not allowed.

Long lead items receive priority to ensure smooth delivery of documents, requests for reimbursement, quarterly reports, etc. This includes any document that requires Town Council approval, such as Resolutions. All online submissions have portal logins and registrations confirmed at least three weeks prior to due dates, if possible.

All files are maintained in Egnyte (no off-line file saving) and follow regimented naming and filing protocols established within the B&A architecture. Conference calls, including MS Teams meetings, are initiated 5-10 minutes prior to the start time to ensure B&A associate(s) are waiting and ready for the call and to attend to any technical difficulties. MS Outlook invitations are sent to all attendees with clear instructions on how to participate.

Agendas and meeting notes are required for all formal conference calls. Meeting notes follow the established B&A format and action items are communicated to applicable team members (both internal and external) within 24 hours of said call/meeting.

The quality of the final product (including the use of professional graphic artists) must be balanced with the project type, funding agency perception, and available budget.

The B&A team will go to any length within the client's authorization to ensure on-time delivery, to include reprints, using third-party sources at the location of the funding agency, and courier by air travel.

**No Subconsultants.** All services for the completion of the Scope of Work will be provided by B&A Associates. No subconsultants will be used to perform any of these tasks.

## COST PROPOSAL

Table 2 describes a detailed “not to exceed” cost proposal for grant administration services for the Public Infrastructure for Lobo Lane Technology Park project, assuming a five (5) year (60 month) project performance period and allowing time for project closeout and audit readiness.

**Table 2: Grant Administration Services – “Not to Exceed” Total Cost Schedule**

Grant Administration Services – Task and Cost Schedule		Hours	Rate (hourly)	Estimated Total Cost	Average Monthly Cost (rounded to nearest dollar)
Task 1	Project Initiation and Set-up, including Document Review	40	\$115	\$4,600	\$77
Task 2	Develop Control Documents	25	\$115	\$2,875	\$48
Task 3	Coordinate, Host, Lead, Attend Grant Management Kick-off Meeting	4	\$115	\$460	\$8
Task 4	Establish Protocols to Ensure Compliance	10	\$115	\$1,150	\$19
Task 5	Day-to-Day Technical Assistance and Grant Management	200	\$115	\$23,000	\$383
Task 6	Monitor Budgets, Process Requests for Reimbursement, and Ensure Compliance	200	\$115	\$23,000	\$383
Task 7	Ongoing Grant Management	120	\$115	\$13,800	\$230
Task 8	Provide Administrative Assistance	120	\$115	\$13,800	\$230
Task 9	Audits, Close-Out, and Records Retention	25	\$115	\$2,875	\$48
<i>Contingency</i>		74	\$115	\$8,510	\$142
<b>Subtotal</b>		<b>818</b>	<b>\$115</b>	<b>\$94,070</b>	<b>\$1,568</b>
Direct Costs, as needed/requested by the Town		\$1,250/year	n/a	\$6,250	\$104
BGAPS View Access		\$2,850/year	n/a	\$14,250	\$238
<b>Grant Administration Services and Support – Total Cost</b>				<b>\$114,570</b>	<b>\$1,910</b>

## BUDGET NARRATIVE

**Task 1 - Project Initiation and Set-Up.** Upon award notification, B&A follows a systematic ramp-up process. That process is modified and adjusted based on the specific funding agreement requirements, client needs, and timing. Because B&A has existing familiarity with various grant agreements, the Town's operations, and federal grants in general, it is estimated that project ramp-up will be quick and seamless. B&A will also attend any teleconferences with the Town and EDA representatives. **Document Review.** Review the EDA grant application and agreement, and any grant management guidance materials and emails already transmitted to/from the Town and the funding agency, review reports or documents already developed and/or transmitted between the Town and the funding agency, and any other contract agreements already in place.

- 40 hours x \$115/hr. = \$4,600.

**Task 2 - Develop Control Documents.** Develop a series of control documents based on the document review. B&A will use BGAPS, our proprietary, patent pending software to input general information about the grant award and local match funding (if any) and input data that will allow for the generation and distribution of the following reports: Project Team, Compliance Checklist, Project Schedule, Approved Budget (by line item if available), Notes, Metrics, and Document Library, which also includes identifying which documents need to be parked in the BGAPS Audit Tab. These reports will be shared as drafts with the Town and amended as needed throughout the project performance period.

- 25 hours x \$115/hr. = \$2,875.

**Task 3 - Coordinate, Host, Lead, Attend Grant Management Kick-off Meeting.** Conduct and lead a virtual kick-off meeting to meet key staff and project partners, review activities already completed, share the draft reports from above which will highlight compliance requirements, key deadlines, key objectives, grant management rules and assign team members who will be responsible for each item, identify gaps and protocols in the process that need to be refined, identify next steps and provide the timeframe for completing, and identify and calendar series of conference calls or meetings for the duration of the grant performance period. This kick-off meeting can also serve as a simple training session for viewing data in BGAPS. It is envisioned that the Town staff will be given view access rights to BGAPS, which will allow staff immediate access to all data, reports, and documents related to the project.

- 4 hours x \$115/hr. = \$460.

**Task 4 - Establish Protocols to Ensure Compliance.** This will include finalizing BGAPS data entry and project set-up after the kick-off meeting ensuring reports and schedules are complete and accurate; assigning tasks and email alerts to project team members that have critical due dates; developing protocol documents and processes, as needed, and establishing a calendar or routine check-in calls with key staff and consultants working on the project.

- 10 hours x \$115/hr. = \$1,150.

**Task 5 - Day-to-Day Technical Assistance and Grant Management.** B&A will assist the Town staff with required reports or other reports requested by the funding agency. Per the SCA, quarterly progress reporting is required until the final grant payment is made by EDA. Additionally, a semi-annual Federal Financial Report (SF-425) must be submitted to the EDA, and a final Form SF-425 must be submitted no more than 90 calendar days after the expiration of the Award. B&A will also assist the Town in preparing the Grant Administration Plan, as required by the SCA, to be submitted within 60 days of accepting the EDA Financial Assistance Award. B&A routinely provides turnkey assistance with reports and collects all data necessary, completes forms and provides drafts to the client for review and feedback, adjusting based on feedback, and then either submits the reports directly to the funding agency, or provides a sample transmittal email for the client to send to the funding agency.

- 200 hours x \$115/hr. = \$23,000.

**Task 6 - Monitor Budgets, Process Requests for Reimbursement, and Ensure Compliance.** B&A will assist Town staff in preparing requests for reimbursements, reviewing, and attaching appropriate back-up documentation, tracking expenditures to date against line items approved in the grant, ensuring compliance with federal, state, and local rules and regulations, and monitoring payments to the Town from the funding agency, tracking retainage by the funding agency and processing retainage requests at the appropriate time. B&A will also assist with budget amendments and resolve issues that may arise with respect to the budget or reimbursement requests.

- 200 hours x \$115/hr. = \$23,000.

**Task 7 - Ongoing Grant Management.** B&A will continually monitor for compliance and assist Town staff or other consultants, as needed, to include budget amendments, schedule amendments, scope of work amendments, liaison with funding agency staff, troubleshooting, etc. For as needed monthly check-in calls, B&A will calendar all calls via Outlook, use Microsoft Teams to host each call, and will take meeting notes and distribute minutes following each call. Action items will be sent to each team member with B&A to follow-up as appropriate. If the project is seamless, regular monthly calls may not be needed, however they will be calendared to occur monthly, and canceled if not necessary.

- 120 hours x \$115/hr. = \$13,800.

**Task 8 - Provide Administrative Assistance.** As needed, provide administrative assistance to Town staff to include preparing for audits, researching federal, state, and local rules and regulations for a specific issue, attend to requests from the funding agency, and advise on difficult issues that may arise during the period of performance of the grant.

- 120 hours x \$115/hr. = \$13,800.

**Task 9 - Audits, Close-Out, and Records Retention.** B&A will assist the Town in completing final reports according to funding agency requirements, ensuring detail is sufficient to satisfy requirements and obtain appropriate signatures; process the final request for reimbursement; assist the Town with audit preparation or responses to auditor inquiries; ensure BGAPS is kept up-to-date throughout the project life to facilitate seamless audits, providing temporary view-only access to BGAPS for auditors per authorization from the Town; assist the Town in developing close-out reports, final reports and ensure all program and financial files meet close-out requirements per the funding agency policies or guidelines; and transfer files to the Town through agreed upon mechanism (.cvs files, flash drive, cold storage in BGAPS, etc.).

- 25 hours x \$115/hr. = \$2,875.

**Contingency.** Budget allowance for requests from Client for assistance with other grant management activities not specifically included above.

- 744 task hours x 10% contingency = 74 hours. 74 hours x \$115/hr. = \$8,510.

**Direct Costs, as needed or requested by the Town.** Minor direct costs (at cost with no markup) including mileage, travel, copies, courier services, meeting supplies, and translation services.

- Estimated at \$1,250/year = \$6,250.

**BGAPS View Access.** Provides unlimited view access to all centralized information in the BGAPS platform at \$2,850 per year. Higher level access requires purchase of BGAPS license and execution of software-as-a-service agreement.

- Pro-rated for monthly rate of \$237.5 x 60 months = \$14,250.

## FEE SCHEDULE

The tables presented below describe the hourly rates charged per team member along with various expense procedures for various direct costs, as approved.

**Table 3: Personnel All-Inclusive Hourly Rate/Expense Sheet**

Line #	Position / Activity	Hourly Rate/Expense
1	Ursula Drake, Director of Grant Management	\$115
2	Jessica Garigliano, Grant Manager	\$115
3	Alisa Kim, Grant Manager	\$115
All-Inclusive Hourly Rate/Expense		\$115

**Table 4: Overall Current Rate Sheet**

Current Rate Sheet	
All Staffing/Labor (billed in 15-minute increments)	\$115/hour
Mileage (billed at current IRS rate)	\$0.56/mile
Travel (tolls, airfare, hotel, cab, meals, if overnight, etc.)	Cost
Copies/Reprographics	Cost
Courier Services, Express Mail, Postage	Cost
On-site meeting supplies, translation services, etc.	Cost

B&A actively and consistently implements “cost saving” best practices, including the following procedures:

- B&A carefully tracks, monitors, and only bills for actual time and materials expended on the project.
- All out-of-pocket expenses are billed at cost, without markup.
- For bulk printing, B&A utilizes commercially available services for printing and copying (typically Staples) and is a member of their company discount programs, which significantly reduces the cost for reproduction.
- B&A utilizes commercially available delivery services (FedEx, UPS, or the USPS), as needed, for delivery of hard copy materials.
- B&A provides monthly itemized invoices and can, at your request, provide receipts for reimbursable expenses.

FORM CD-450 (REV. 10/18)	<b>U.S. DEPARTMENT OF COMMERCE</b>	<input checked="" type="checkbox"/> GRANT <input type="checkbox"/> COOPERATIVE AGREEMENT
<b>FINANCIAL ASSISTANCE AWARD</b>		FEDERAL AWARD ID NUMBER <b>08-79-05538; URI: 116175</b>
RECIPIENT NAME <b>Town of Little Elm</b>	PERIOD OF PERFORMANCE <b>60 months from date of award</b>	
STREET ADDRESS <b>100 W. Eldorado Parkway</b>	FEDERAL SHARE OF COST \$ <b>1,400,000</b>	
CITY, STATE, ZIP CODE <b>Little Elm, TX, 75068-5060</b>	RECIPIENT SHARE OF COST \$ <b>414,900</b>	
AUTHORITY Public Works and Economic Development Act of 1965 (42 U.S.C. § 3121 et seq.) as amended including the comprehensive amendments made by the Economic Development Administration Reauthorization Act of 2004	TOTAL ESTIMATED COST \$ <b>1,814,900</b>	
CFDA NO. AND NAME <b>11.307, Economic Adjustment Assistance - Title II, Section 209</b>		
PROJECT TITLE <b>Little Elm Technology Park</b>		
<p>This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.</p>		
<p> <input checked="" type="checkbox"/> DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS  <input type="checkbox"/> R &amp; D AWARD  <input type="checkbox"/> FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE  <input checked="" type="checkbox"/> SPECIFIC AWARD CONDITIONS  <input checked="" type="checkbox"/> LINE ITEM BUDGET  <input checked="" type="checkbox"/> 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101  <input type="checkbox"/> 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES  <input type="checkbox"/> MULTI-YEAR AWARD. PLEASE SEE THE MULTI-YEAR SPECIFIC AWARD CONDITION.  <input checked="" type="checkbox"/> OTHER(S): <u>EDA Standard Terms and Conditions for Construction Projects</u> </p> <p><u>OIG Fraud Awareness Training Packet</u></p>		
SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER <b>Jorge D. Ayala, Regional Director</b>	DATE <b>02/11/21</b>	
PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL <b>Matt Mueller, Town Manager</b>	DATE <b>2/12/2021</b>	

STATE OF TEXAS       §  
                                  §  
COUNTY OF DENTON   §

**DEVELOPMENT AGREEMENT  
FOR Retractable Technologies, INC.**

This Development Agreement ("**Agreement**") is entered into on the 1st day of November, 2020 between **Retractable Technologies, INC** ("**Developer**"), whose address for purposes of this Agreement is 511 Lobo Lane, Little Elm, TX, 75068 and the Town of Little Elm, Texas ("**Town**"), whose address for purposes of this Agreement is 100 W. Eldorado Parkway, Little Elm, TX 75068. Developer and the Town are sometimes referred herein together as the "**Parties**" and individually as a "**Party**."

**Recitals:**

1. Developer is the owner of 34.9 acres located at 511 Lobo Lane in the Town of Little Elm, Texas (the "**Property**"), which Property is more particularly described in **Exhibit A** attached hereto.

2. In furtherance of the development of the Property, the Parties have negotiated certain matters regarding the Property as set forth in this Agreement as described in the Planned Development in **Exhibit A**.

3. The Parties seek to memorialize these negotiated matters and to include them in this contractually binding Agreement.

**NOW, THEREFORE**, for and in consideration of the above and foregoing premises, the benefits to each of the Parties from this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, the Parties do hereby agree as follows:

**Section 1. Incorporation of Premises.** The above and foregoing Recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

**Section 2. Term.** This Agreement shall be effective as of the date of execution of this Agreement by the last of the Parties to do so ("**Effective Date**"). This Agreement shall remain in full force and effect from the Effective Date until terminated by the mutual agreement of all of the Parties in writing, or until all obligations in the Agreement have been fulfilled ("**Term**").

**Section 3. Agreements.** The Parties agree as follows:

**A. Town Contributions:**

- a. The Town agrees to reduce all development fees by sixty percent (60%) related to this one-time expansion and not for future development.
- b. The Town agrees to reduce impact fees (Roadway, Water, Wastewater) by sixty percent (60%) related to this one-time expansion and not for future development.
- c. The Town will process a tax abatement with RTI that is equal to 50% of the real property taxes paid to the Town for the new addition for that tax year, for a period of 10 years.

**B. RTI Contributions:**

- a. RTI agrees to install a 4-foot-high split rail fence with masonry columns that match neighboring fences as shown in Exhibit A.
- b. RTI will hire approximately 125 new employees during the course of and following the completion of this project to fully operate the expanded facility. Hiring to be commensurate with sustained RTI growth and sales.
- c. RTI agrees to build a 55,000 square foot warehouse building that meets the requirements of the Planned Development as outlined in Exhibit A.
- d. RTI will execute a maintenance agreement for the masonry screening walls and fire lanes throughout the development and be within an easement for construction and maintenance.
- e. RTI will agree to develop the property per the Planned Development, Subdivision Ordinance, and other applicable ordinances for all site improvements, and to develop in accordance to the Planned Development as outlined in Exhibit A.
- f. RTI will not qualify for any Town of Little Elm Lake Front District Improvement programs and incentives.
- g. RTI will provide matching funds for the EDA grant to the Town in order to facilitate the grant award. See letter in Exhibit A.

**Section 4. Miscellaneous.**

**A. Applicability of Town Ordinances.** When the Property is developed, Developer shall construct all structures on the Property, in accordance with all applicable Town ordinances and building/construction codes, whether now existing or arising prior to such construction in the future.

**B. Default/Mediation.** No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

**C. Venue.** This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Denton County, Texas.

**D. Relationship of Parties.** It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership, joint venture, joint enterprise, or other relationship between or among the Parties.

**E. Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

**F. Cumulative Rights and Remedies.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

**G. Exhibits.** All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

**H. Surviving Rights.** Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination or expiration of this Agreement shall survive termination or expiration.

**I. Applicable Laws.** This Agreement is made subject to the existing provisions of the Charter of the Town of Little Elm, its present rules, regulations, procedures and ordinances, and all applicable laws, rules, and regulations of the State of Texas and the United States.

**J. Authority to Execute.** The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

**K. Amendments.** This Agreement may be only amended or altered by written instrument signed by the Parties.

**L. Headings.** The headings and captions used in this Agreement are for the convenience of the Parties only and shall not in any way define, limit or describe the scope or intent of any provisions of this Agreement.

**M. Entire Agreement.** This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other collateral oral or

written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.

N. **Filing in Deed Records.** This Agreement shall be recorded in the real property records of Denton County, Texas. This Agreement and all of its terms, conditions, and provisions is and shall constitute a restriction and condition upon the development of the Property and all portions thereof and a covenant running with the Property and all portions thereof, and is and shall be binding upon Developer and all of Developer's heirs, successors, and assigns and the future owners of the Property and any portion thereof; provided, however, this Agreement shall not constitute an obligation of or be deemed a restriction or encumbrance with respect to any final platted residential lot upon which a completed home has been constructed.

O. **Notification of Sale or Transfer; Assignment of Agreement.** Developer shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "**Assignee**") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement with respect to the portion of the Property transferred to Assignee. If the Property is transferred or owned by multiple parties, this Agreement shall only apply to, and be binding on, such parties to the extent of the Property owned by such successor owner, and if the Developer or any Assignee is in default under this Agreement, such default shall not be an event of default for any non-defaulting Assignee which owns any portion of the Property separate from the defaulting Developer or Assignee. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement with respect to the Property transferred to the successor developer, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

P. **Sovereign Immunity.** The Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

Q. **Exactions/Infrastructure Costs.** Developer has been represented by legal counsel, or has had an opportunity to do so, in the negotiation of this Agreement, and been advised, or has had the opportunity to have legal counsel review this Agreement and advise Developer, regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town in this Agreement are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government

Code; however, notwithstanding the foregoing, Developer hereby releases the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement

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

**S. Rough Proportionality.** Developer hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution with respect to infrastructure requirements imposed by this Agreement. Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement, with respect to infrastructure requirements imposed by this Agreement.

**T. No Israel Boycott.** In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this contract on behalf of Developer verifies by Developer's signature on this Agreement that the company does not boycott Israel and will not boycott Israel during the term of this contract

**U. Sales Tax Sourcing.** The Developer shall utilize, or cause its contractors to utilize, Separated Building Materials and Labor Contracts for all taxable building material contracts related to the Development in the amount of One Hundred Thousand Dollars (\$100,000.00) or more, to site payment of the sales tax on building materials for the Development to the Property/

**EXECUTED** by the Parties on the dates set forth below, to be effective as of the date first written above.

**{Remainder of Page Intentionally Left Blank}**

DEVELOPER  
a TEXAS company

By: [Signature]

Date: 4/7/2021

TOWN OF LITTLE ELM, TEXAS

By: [Signature]  
Matt Mueller  
Town Manager

Date: 5/11/2021

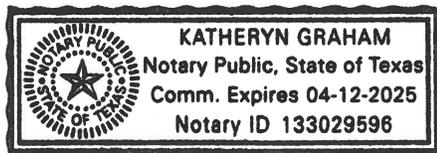
ATTEST:

By: [Signature]  
Kathy Phillips *Caitlan Biggs*  
Town Secretary

STATE OF TEXAS §  
  §  
COUNTY OF DENTON §

Before me, the undersigned authority, on this 11 day of May, 2021, personally appeared MATT MUELLER, Town Manager of the Town of Little Elm, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]



By: [Signature]  
Notary Public, State of Texas

My Commission Expires: 4/12/25

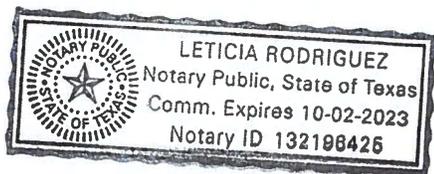
STATE OF TEXAS

§  
§  
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COUNTY OF Denton

Before me, the undersigned authority, on this 7<sup>th</sup> day of April, 2021 ~~2020~~, personally appeared Thomas J. Shaw, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity of a duly authorized representative of Retractable Technologies, Inc.

[Seal]



By Leticia Rodriguez  
Notary Public, State of Texas

My Commission Expires: 10/2/2023

**EXHIBIT A**

**Planned Development Ordinance**

**ORDINANCE NO. 1563**

**AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, HEREOF AMENDED, BY AMENDING PLANNED DEVELOPMENT-LIGHT INDUSTRIAL (PD-LI) ON APPROXIMATELY 34.31 ACRES OF LAND, GENERALLY LOCATED ON THE WEST SIDE OF LOBO LANE, APPROXIMATELY 175 FEET SOUTH OF DEBBIE STREET; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A SAVINGS CLAUSE, PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the Future Land Use Plan of the 2017 Comprehensive Plan designates the subject property as Retail/Commercial; and

**WHEREAS**, a request for a change in zoning has been initiated by Retractable Technologies, Inc. to update the subject PD language and exhibits for approximately 34.31 acres of land more specifically described on the Location Map, attached hereto; and

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

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

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

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

**SECTION 2. ZONING AMENDMENT.** The Comprehensive Zoning Ordinance of the

Town, is hereby amended by providing for a **Planned Development district (PD)** on approximately 34.31 acres of land to update the subject PD language and associated exhibits, generally located on the west side of Lobo Lane, approximately 175 feet south of Debbie Street, a tract of land more particularly described on Location Map, attached hereto, subject to all of the terms and conditions set forth herein, and all other applicable ordinances, laws, rules, regulations, and standards.

**SECTION 3. CONDITIONS.** The following special ordinance provisions shall apply to the subject property:

The permitted uses and standards shall be in accordance with the Light Industrial (LI) zoning district, unless otherwise specified herein:

**A. USES:**

- 1) Office, warehouse, and manufacturing are permitted uses.
- 2) Supplemental uses permitted include child care facility and medical clinic.

**B. DESIGN:**

- 1) The design and materials for both existing Phase 1 and proposed Phase 2 (55,000 square foot warehouse/manufacturing facility) are permitted. Phase 2 shall be constructed per the adopted exhibit.
- 2) All future structures shall comply with the Architectural Standards for Industrial Structures regulations as outlined in the Town's Zoning Ordinance, as amended.

**C. SCREENING:**

- 1) An 8-foot masonry screening wall is required to be installed with Phase 2 development. The wall shall match the existing screening wall along the north and west portions of the property.

**D. LANDSCAPING & ENHANCED FENCING:**

- 1) Landscaping and enhanced fencing shall be provided per the adopted exhibits. Landscaping associated with future expansion shall be reviewed and approved by the Director of Development Services.
- 2) 2008 Adopted Site Plan/Landscape Plan - The landscaping area shown between Block A, Lots 12 & 22 of the Shell Beach subdivision shall be re-installed and maintained by the property owner.

**E. PARKING:**

- 1) Parking for Phases 1 & 2 shall be provided at a ratio of 1 space per 1 employee. Parking ratios associated with future expansion shall be determined by the Director of Development Services.

**SECTION 4. SAVINGS.** This Ordinance shall be cumulative of all other ordinances of the Town, and shall not repeal any of the provisions of those ordinances except in those

instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect..

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

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

**SECTION 7. SEVERABILITY.** The sections, paragraphs, sentences, phrases, and words of this Ordinance are severable, and If any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid or unconstitutional, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any person, firm, corporation, situation or circumstance, nor shall adjudication affect any other section or provision of the Comprehensive Zoning Ordinance of the Town of Little Elm, Texas, and the Town Council hereby declares that it would have adopted the valid portions and applications of the ordinance without the valid parts and to this end the provisions of this ordinance shall remain in full force and effect.

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

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

**PASSED AND APPROVED** by the Town Council of the Town of Little Elm, Texas on the 18<sup>th</sup> day of August, 2020.

**ATTEST:**

**The Town of Little Elm, Texas**

\_\_\_\_\_  
Kathy Phillips, Town Secretary

\_\_\_\_\_  
David Hillock, Mayor

instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

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

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

**SECTION 7. SEVERABILITY.** The sections, paragraphs, sentences, phrases, and words of this Ordinance are severable, and if any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid or unconstitutional, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any person, firm, corporation, situation or circumstance, nor shall adjudication affect any other section or provision of the Comprehensive Zoning Ordinance of the Town of Little Elm, Texas, and the Town Council hereby declares that it would have adopted the valid portions and applications of the ordinance without the valid parts and to this end the provisions of this ordinance shall remain in full force and effect.

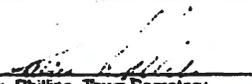
**SECTION 8. REPEALER.** That all ordinances of the Town of Little Elm in conflict with the provisions of this ordinance be and the same are hereby repealed to the extent of that conflict

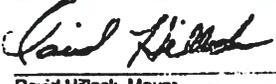
**SECTION 9. EFFECTIVE DATE.** Upon adoption, this Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the Town Charter.

**PASSED AND APPROVED** by the Town Council of the Town of Little Elm, Texas on the 18<sup>th</sup> day of August, 2020

ATTEST:

The Town of Little Elm, Texas

  
Kathy Phillips, Town Secretary

  
David H. Block, Mayor

**GLENN ENGINEERING**  
 450 PALMER DRIVE SUITE 200  
 IRVING, TEXAS 75038  
 TEXAS REGISTRATION NUMBER: F-00112



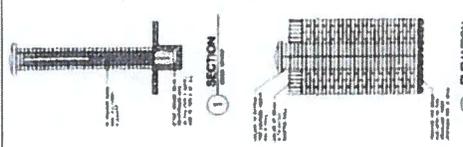
**RETRACTABLE TECHNOLOGIES INC**  
 411 LOBO LANE  
 LITTLE ELM, TEXAS 75068  
 18721294-1016

**OVERALL SITE PLAN**  
 LOT 1 BLOCK A  
 ZONED L1  
 ADDRESS: 18721 W. RAYBURN AVE.  
 DENTON COUNTY, TX

Author	Checked	Scale	Sheet
Drawn	Reviewed	Date	C300
Project No.	Client	City	
18721294-1016	RETRACTABLE TECHNOLOGIES INC	LITTLE ELM, TX	

**GENERAL SITE NOTES**

1. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. VERIFY ALL UTILITIES PRIOR TO CONSTRUCTION.
2. THE PROPOSED DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE CITY OF LITTLE ELM AND DENTON COUNTY.
3. THE PROPOSED DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE STATE OF TEXAS.
4. THE PROPOSED DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE FEDERAL GOVERNMENT.
5. THE PROPOSED DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE LOCAL GOVERNMENT.
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19. THE PROPOSED DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE FEDERAL GOVERNMENT.
20. THE PROPOSED DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE LOCAL GOVERNMENT.



**SITE LEGEND**

Symbol	Description
Circle with dot	Proposed Building Footprint
Solid line	Proposed Parking Spaces
Dashed line	Proposed Driveway
Double line	Proposed Right-of-Way
Thin solid line	Proposed Utility Lines
Thick solid line	Proposed Property Boundary
Circle with cross	Proposed Stormwater Management
Circle with star	Proposed Landmark
Circle with triangle	Proposed Survey Point
Circle with square	Proposed Utility Valve
Circle with diamond	Proposed Utility Manhole
Circle with hexagon	Proposed Utility Meter
Circle with octagon	Proposed Utility Transformer
Circle with circle	Proposed Utility Pole
Circle with square	Proposed Utility Box
Circle with triangle	Proposed Utility Valve
Circle with diamond	Proposed Utility Manhole
Circle with hexagon	Proposed Utility Meter
Circle with octagon	Proposed Utility Transformer
Circle with circle	Proposed Utility Pole
Circle with square	Proposed Utility Box

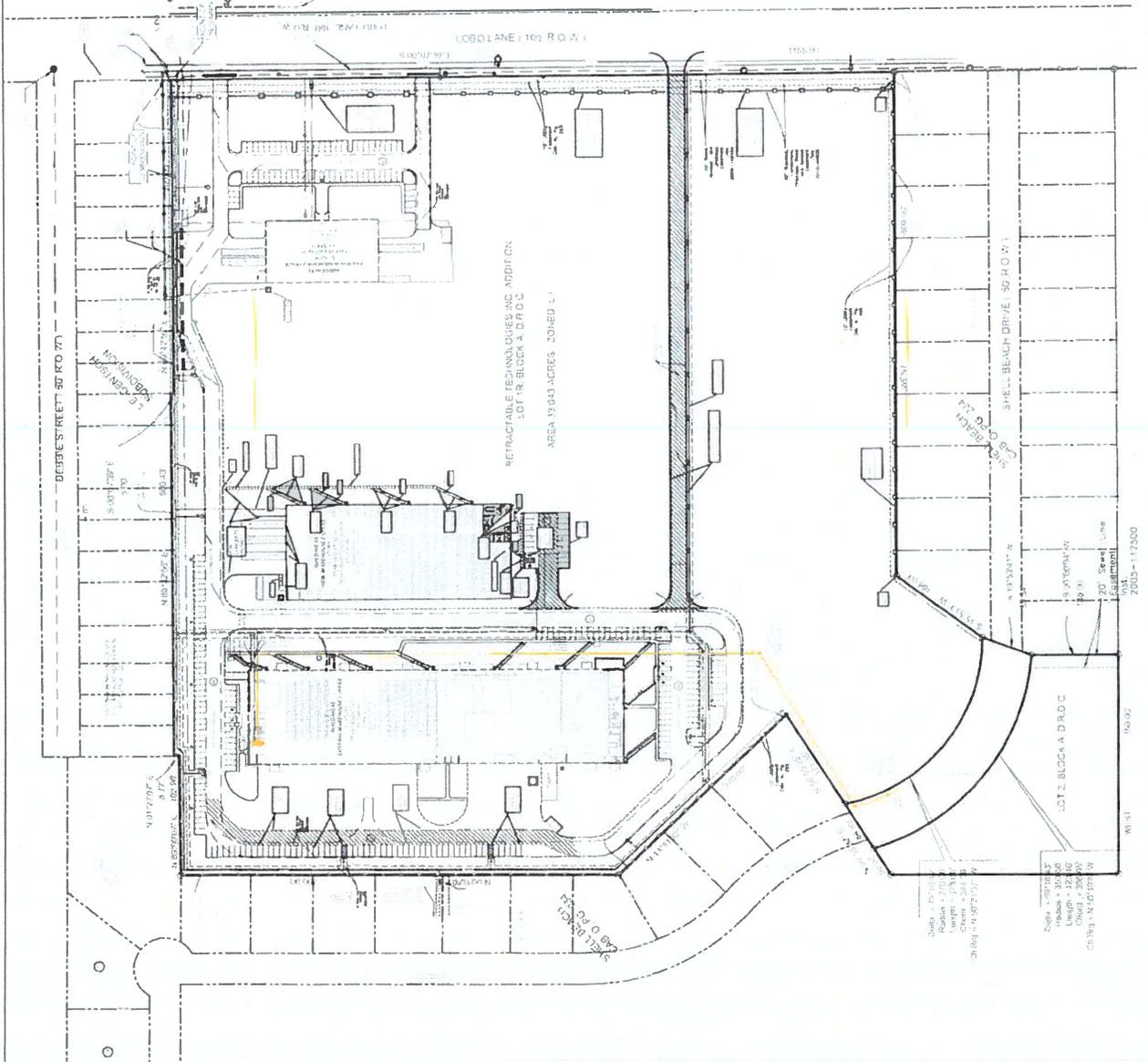
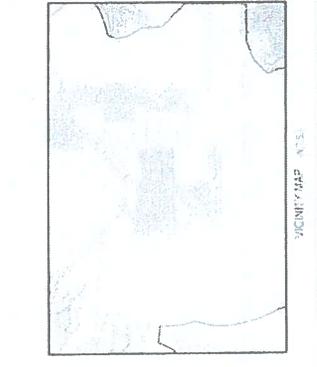
**LOT CALCULATIONS**

Lot Area	15,000.00 sq ft
Lot Width	150.00 ft
Lot Depth	100.00 ft
Lot Area	15,000.00 sq ft
Lot Width	150.00 ft
Lot Depth	100.00 ft

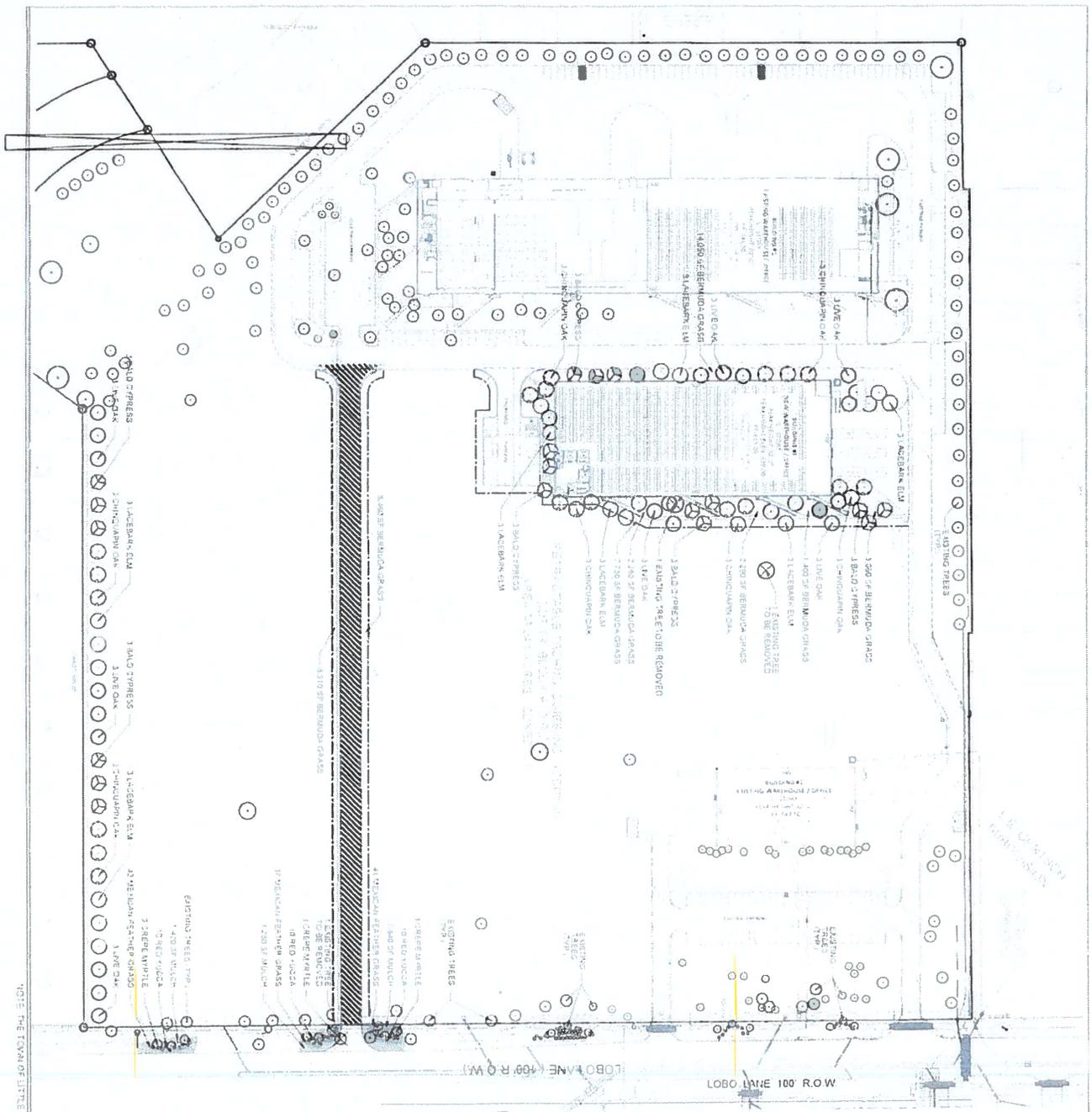
**PARKING CALCULATIONS**

Number of Spaces	100
Area per Space	150 sq ft
Total Area	15,000 sq ft
Number of Spaces	100
Area per Space	150 sq ft
Total Area	15,000 sq ft

**OVERALL SITE PLAN**  
 ADDITION PHASE 1  
 LOT 1, BLOCK A  
 ZONED L1  
 AREA 34.9 TOTAL ACRES  
 A.G. KING SURVEY  
 ABSTRACT No. 718  
 CITY OF LITTLE ELM  
 DENTON COUNTY, TX



NOTE: THE TOWN OF LITTLE ELM CONSTRUCTION STANDARDS APPLY, WHETHER ADAPTED ON THESE PLANS OR NOT.



NOTE: THE TOWN OF LITTLE ELM CONSIDERS THIS A MATTER RECORDED ON THESE PLANS OR NOT

**LANDSCAPE PLAN LEGEND:**

- ◉ 10" DIAMETER OAK
- ◉ 10" DIAMETER PINE
- ◉ 10" DIAMETER RED BARKED PINE
- ◉ 10" DIAMETER CYPRESS
- ◉ 10" DIAMETER SHINGLED OAK
- ◉ 10" DIAMETER LIVE OAK
- ◉ 10" DIAMETER OTHER SPECIES
- ◉ 10" DIAMETER OTHER SPECIES

**la terra studio**  
 landscape architecture  
 urban design, planning  
 207 E. 11th Street, Suite 100  
 Denton, TX 76201  
 www.latterastudio.com

**RETRACTABLE TECHNOLOGIES INC.**  
 ADDITION PHASE I  
 LOT 1, BLOCK A  
 AREA 3A.9 TOTAL ACRES  
 ZONED LI  
 A-G KING SURVEY  
 CITY OF LITTLE ELM  
 DENTON COUNTY TX

**L1.1**

1. THE TOWN OF LITTLE ELM CONSIDERS THIS A MATTER RECORDED ON THESE PLANS OR NOT

2. THE TOWN OF LITTLE ELM CONSIDERS THIS A MATTER RECORDED ON THESE PLANS OR NOT

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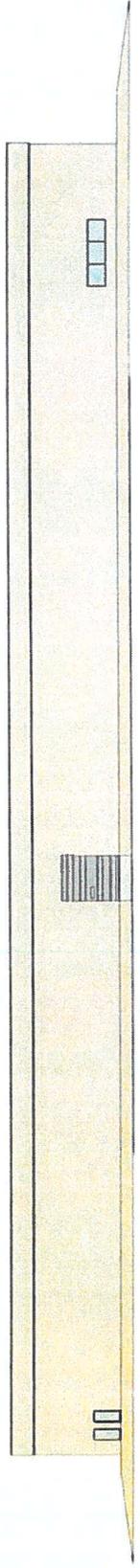
**RETRACTABLE TECHNOLOGIES INC.**  
 511 LOBO LANE  
 LITTLE ELM, TEXAS 75068  
 (972) 294-1610

**RETRACTABLE TECHNOLOGIES Inc.**  
 ADDITION PHASE I - WAREHOUSE ADDITION  
 LOT 1, BLOCK A  
 ZONED LI  
 TOWN OF LITTLE ELM, DENTON COUNTY, TX

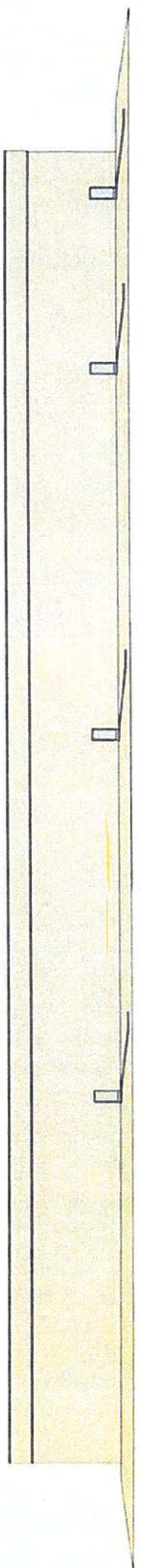


**GLENN ENGINEERING**  
 TEXAS REGISTRATION NUMBER: F-303  
 205 N. MAIN STREET, SUITE 200  
 DENTON, TEXAS 76201

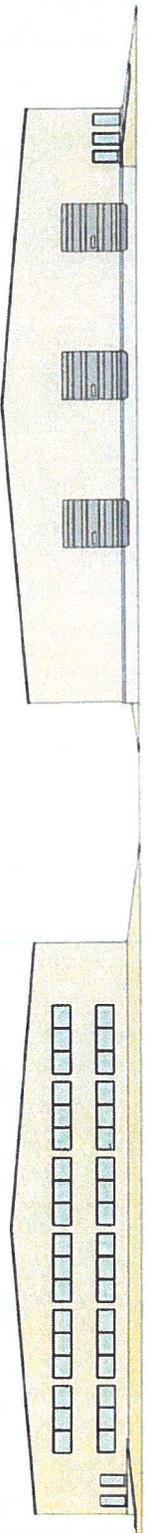
NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	01/20/24
2	ISSUED FOR PERMIT	01/20/24
3	ISSUED FOR PERMIT	01/20/24
4	ISSUED FOR PERMIT	01/20/24
5	ISSUED FOR PERMIT	01/20/24
6	ISSUED FOR PERMIT	01/20/24
7	ISSUED FOR PERMIT	01/20/24
8	ISSUED FOR PERMIT	01/20/24
9	ISSUED FOR PERMIT	01/20/24
10	ISSUED FOR PERMIT	01/20/24



④ SOUTH ELEVATION  
NTS  
GLAZING - 120 SF - 1.4%  
METAL PANEL - 8664 SF - 98.6%  
TOTAL - 8784 SF



③ SOUTH ELEVATION  
NTS  
GLAZING - 0 SF - 0%  
METAL PANEL - 48784 SF - 100%  
TOTAL - 8784 SF



② SOUTH ELEVATION  
NTS  
GLAZING - 996 SF - 24.5%  
METAL PANEL - 3080 SF - 75.5%  
TOTAL - 4076 SF

① NORTH ELEVATION  
NTS  
GLAZING - 58 SF - 1.4%  
METAL PANEL - 4018 SF - 98.6%  
TOTAL - 4076 SF



The proposed expansion of the existing building is shown in the attached drawings. The proposed expansion is shown in the attached drawings. The proposed expansion is shown in the attached drawings.

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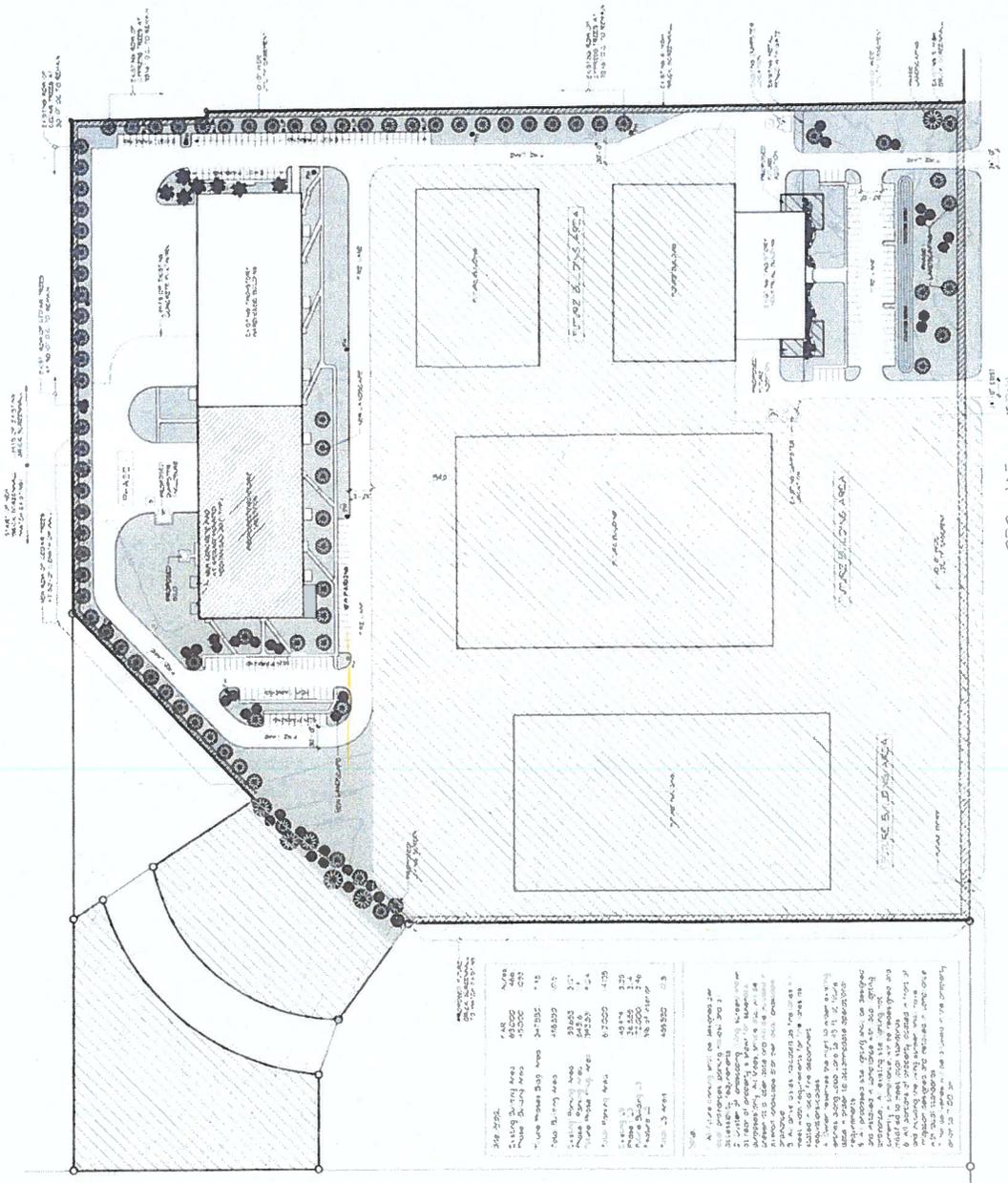
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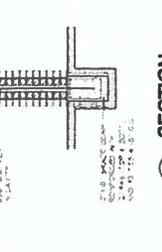
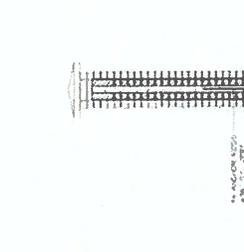
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April 18, 2008  
 Scale: 1"=80'-0"  
**Schematic Site Plan**  
 Planned Unit Development - Town of Little Elm, Texas  
 Case # 08-pd-001 RTI  
 RETRACTABLE TECHNOLOGIES, INC.  
 31 LORWAY ROAD  
 LITTLE ROCK, TEXAS 72645  
 972-594-1010



NO.	DESCRIPTION	AREA	PERCENTAGE
1	...	...	...
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4	...	...	...
5	...	...	...
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7	...	...	...
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49	...	...	...
50	...	...	...

ELEVATION 1  
 ELEVATION 2

**Solana**  
 SOLANA DESIGN GROUP  
 5400 Rockwell Road  
 Fort Worth, Texas 76112  
 P: 817-339-0877



## Town Council Meeting

**Date:** 06/01/2021  
**Agenda Item #:** 6. G.  
**Department:** Development Services  
**Strategic Goal:** Ensure excellence in public services while keeping up with the growth in the community  
**Staff Contact:** Wesley Brandon, Town Engineer

---

### AGENDA ITEM:

Consider Action to Approve **Resolution No. 0601202102 supporting the application for grant funding through the North Central Texas Council of Government's Solid Waste Local Project Funding Program.**

### DESCRIPTION:

Every two years, the Texas Commission on Environmental Quality (TCEQ), allocates funds generated by landfill tipping fees to the 24 councils of governments (COG) located in the state of Texas. The North Central Texas Council of Governments (NCTCOG) allocates a portion of the funding toward local and regional Implementation Grants.

As a local government, the Town is eligible for up to \$200,000 in funding to cover expenses related to solid waste management programs, with no local match required. Staff has identified the need for additional trash collection and management measures within Little Elm Park that would improve the capacity and efficiency of the staff and equipment that is currently in place. The proposed improvements include two (2) commercial trash compactors with a masonry enclosure, additional trash receptacles and signage within the park, and a utility vehicle with trailer. This additional equipment would be available to support other waste management needs throughout other parks and town-owned properties.

### BUDGET IMPACT:

The grant program does not require local matching funds as part of the application, therefore there is no budget impact at this time. Funding for maintenance costs will be required in future budgets. The total amount requested as part of the grant application is \$197,587, and will be paid as a reimbursement once the project is completed.

### RECOMMENDED ACTION:

Staff recommends approval.

---

**Attachments**

Resolution No. 0601202102

Grant Application

**TOWN OF LITTLE ELM, TEXAS**

**RESOLUTION NO. 0601202102**

**A RESOLUTION BY THE TOWN OF LITTLE ELM AUTHORIZING THE FILING OF A PROJECT APPLICATION WITH THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (“NCTCOG”); AUTHORIZING THE TOWN MANAGER OR HIS DESIGNEE TO ACT ON BEHALF OF THE TOWN OF LITTLE ELM, TEXAS IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT IF FUNDS FOR THIS PROJECT ARE RECEIVED, THE TOWN OF LITTLE ELM, TEXAS WILL COMPLY WITH ALL PROJECT REQUIREMENTS OF THE NCTCOG, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, AND THE STATE OF TEXAS.**

**WHEREAS**, the North Central Texas Council of Governments (“NCTCOG”) is directed by the Texas Commission on Environmental Quality to administer solid waste project funds for the implementation of the NCTCOG’s adopted Regional Solid Waste Management Plan; and

**WHEREAS**, the Town of Little Elm, Texas, is qualified to apply for project funds under the Request for Project Applications.

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

**SECTION 1**

That the Town Manager or his designee is authorized to request project funding in the amount not to exceed \$200,000 under the NCTCOG Request for Project Applications of the Regional Solid Waste Local Project Funding Program/Solid Waste Implementation Grant Program and to act on behalf of the Town of Little Elm (“Town”) in all matters related to the project application and any subsequent project contract that may result.

**SECTION 2**

That, if funded, the Town will comply with the project requirements of the NCTCOG, the Texas Commission on Environmental Quality (TCEQ), and the State of Texas.

**SECTION 3**

That the Town will allocate and expend the necessary monies to support this grant project and then seek reimbursement from NCTCOG on a timely basis.

**SECTION 4**

That the grant project funds and any project-funded equipment or facilities will be used only for the purposes for which they are intended under the project.

**SECTION 5**

That the grant activities will comply with and support the adopted regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

**PASSED AND APPROVED** this Tuesday, June 1, 2021.

---

David Hillock  
Mayor

ATTEST:

---

Caitlan Biggs, Town Secretary



## North Central Texas Council of Governments

### **FY2022-2023 NCTCOG Solid Waste Grant Funding Certifications:**

In order to receive grant funds under this program, the proposed project must conform to the provisions set forth in the Request for Applications (RFA). The following certifications are intended to help NCTCOG ensure that these provisions are met. By signing this Application, the person acting on behalf of the Applicant makes the certifications listed below.

#### **1. Authority to Sign Application**

The person signing this Application hereby certifies that he/she has authority from the Applicant to sign the Application and that such authority will bind the Applicant in subsequent agreements.

#### **2. Application Contains No False Statements**

Applicant certifies that this Application has no false statements and that the Applicant understands that signing this Application with a false statement is a material breach of contract and shall void the submitted Application and any resulting contracts. The Applicant understands that NCTCOG will not accept any amendment, revision, addition or alteration to this Application after the final date and time for submission.

#### **3. Governmental Status**

Applicant certifies that it is located in the State of Texas and fits within one of the governmental classifications listed below, as determined under state law:

- a. City
- b. County
- c. Public school district (not including Universities or post secondary educational institutions)
- d. Other general and special law district with the authority and responsibility for water quality protection or municipal solid waste management, including river authority
- e. Council of Government

#### **4. Conformance to Standards**

The Applicant certifies to the best of their knowledge and ability that the proposed project, including all activities in the application, conforms to the eligible category standards and allowable expense and funding standards as set forth in the Request for Applications.

#### **5. Solid Waste Fee Payments**

Applicant certifies that it is not delinquent in payment of solid waste disposal fees owed by the State of Texas.

#### **6. Consideration of Private Industry**

The following certification only applies if the project is under one of the following grant categories:

- a. Source Reduction and Recycling
- b. Citizens' Collection Stations and "Small" Registered Transfer Stations
- c. A demonstration project under the Educational and Training Projects category

In accordance with §361.014(b) of the Texas Health and Safety Code and 30 TAC §330.641, TCEQ Rules, a project or service funded under this program must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services.

#### **7. Consistency with Regional Solid Waste Management Plan**

616 Six Flags Drive, CenterPoint Two  
P.O. Box 5888, Arlington, Texas 76005-5888  
(817) 640-3300 FAX: (817) 608-2372  
[www.nctcog.org](http://www.nctcog.org)



## North Central Texas Council of Governments

Applicant certifies to the best of their knowledge and ability that the proposed project is consistent with applicable goals, objectives, and recommendations NCTCOG's adopted regional solid waste management plan.

### **8. Technical Feasibility**

Applicant certifies that it has carefully reviewed its Application and that to the best of their knowledge and ability all activities are technically feasible and can be satisfactorily completed within the grant period as set forth in the Request for Applications.

### **9. Costs Reasonable and Necessary**

Applicant certifies to the best of their knowledge and ability that the proposed project activities in the Application and the expenses outlined in the Budget are reasonable and necessary to accomplish the project objectives, and that the proposed expenses are consistent with the costs of comparable goods and services.

### **10. Certification by Law Enforcement Programs**

As provided by the General Appropriations Act (80th Leg. R.S.), funds may not be expended to any law enforcement agency regulated by Chapter 1701, Texas Occupations Code, unless: (a) the law enforcement agency is in compliance with all rules on Law Enforcement Standards and Education; or (b) the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.



## North Central Texas Council of Governments

### **FY2022-2023 NCTCOG Solid Waste Grant Funding Assurances**

If the application is approved for funding, the grant funds will be awarded through a contract between the Applicant and NCTCOG. The grant contract will contain a number of standards, requirements, and processes that must be complied with as a condition of receiving the grant funds. In order to ensure an understanding by the Applicant of some of the main conditions that will be included in the contract, the Applicant is asked to review the following assurances. By signing this Application, the person acting on behalf of the Applicant indicates their understanding of these conditions and provides assurances that these and other conditions set forth in the grant contract will be adhered to if funding is awarded.

#### **1. Compliance with Standards Pertaining to Real Property and Equipment**

Applicant provides assurances that, if funded, the Applicant will comply with the contract provisions pertaining to title to and management of real property and equipment. The contract will contain obligations and conditions regarding the use of equipment and/or facilities (the "property") acquired under the agreement. Included in the provisions are obligations to provide adequate maintenance and conduct physical property inventories; restrictions and conditions on the use, replacement, sale, or transfer of the property; and obligations to continue to adhere to the provisions that grant funds not be used to create a competitive advantage over private industry, in the use or transfer of the property.

#### **2. Participation in NCTCOG/TCEQ Surveys and Reporting**

Applicant provides assurances that, if funded, the Applicant will respond to surveys and/or other requests from NCTCOG or the TCEQ for information on municipal solid waste management activities.

#### **3. Compliance with Progress and Results Reporting Requirements**

Applicant provides assurances that, if funded, the Applicant will comply with requirements for: reporting on the progress of the project tasks and deliverables; documenting the results of the project and providing those results to NCTCOG on a schedule established by NCTCOG, and additionally, to continue to document the results of the project activities for the life of the project; and to provide NCTCOG with a follow-up results report approximately one to two years after the end of the grant term.

#### **4. Financial Management**

Applicant provides assurances that, if funded, the Applicant will comply with contract provisions and requirements necessary to ensure that expenses are reasonable and necessary, and to adhere to financial administration and reimbursement procedures and provide financial reports on a schedule established by NCTCOG.

#### **5. Compliance with Americans with Disabilities Act**

Applicant provides assurances that, if funded, the Applicant will comply with all the applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (Pamph.1995).

#### **6. Compliance with the Single Audit Act**

Applicant provides assurances that, if funded, the Applicant will comply with the Single Audit Act as defined by the Uniform Grant Management Standards (UGMS), January 1998.

#### **7. Compliance with Program and Fiscal Monitoring**

Applicant provides assurances that, if funded, the Applicant will comply with program and fiscal monitoring provisions of the contract, including: providing additional reports or information as may be requested to adequately track the progress of the project; and allowing site visits to evaluate the progress of the project and to view any grant-funded equipment or facility.

616 Six Flags Drive, CenterPoint Two  
P.O. Box 5888, Arlington, Texas 76005-5888  
(817) 640-3300 FAX: (817) 608-2372  
[www.nctcog.org](http://www.nctcog.org)



## FY2022-2023 NCTCOG Solid Waste Grant Application

Please complete this document in its entirety to be considered for solid waste grant funding from the North Central Texas Council of Governments. Do not remove any section titles or existing text. Applications are due through the online portal at [www.solidwastegrants.nctcoq.org](http://www.solidwastegrants.nctcoq.org) by 5:00 PM (CST) on May 26, 2021. Additional details on how to complete the application, the grant requirements, and other information are available in the [Grant Application Guidelines](#).

**Submitting Entity Name:** Town of Little Elm  
**Department/Division:** Community Services  
**Current Solid Waste Provider:** Community Waste Disposal  
**Current Recycling Service Provider:** Community Waste Disposal

**Project Contact Name:** Wesley Brandon, PE  
**Project Contact Title:** Town Engineer  
**Project Contact's Direct Telephone/Fax:** 214-975-0489  
**Email Address:** [wbrandon@littleelm.org](mailto:wbrandon@littleelm.org)  
**Street Address (No PO Boxes):** 100 W. Eldorado Parkway, Little Elm, TX 75068

**Secondary Project Contact Name:** Chad Hyde  
**Secondary Project Contact Title:** Director of Community Services  
**Secondary Project Contact's Direct Telephone/Fax:** 972-377-5564  
**Email Address:** [chyde@littleelm.org](mailto:chyde@littleelm.org)  
**Street Address (No PO Boxes):** 100 W. Eldorado Parkway, Little Elm, TX 75068

**Primary Financial Contact – Authorized Representative:** Kelly Wilson, CPM, CGFO  
**Financial Contact Title:** Chief Financial Officer  
**Financial Contact's Direct Telephone/Fax:** 214-975-0415  
**Email Address:** [kwilson@littleelm.org](mailto:kwilson@littleelm.org)  
**Street Address (No PO Boxes):** 100 W. Eldorado Parkway, Little Elm, TX 75068

**Type of Eligible Entity:** *(check one)*

- City
- County
- Public school or school district (excluding universities and other post-secondary institutions)
- General and special law districts in accordance with state law with the authority and responsibility for water quality protection or municipal solid waste management to include river authorities

### Grant Project Information:

**Project Title:** Little Elm Public Park Trash Collection Expansion Program  
**Project Abstract:** The Town of Little Elm requests \$197,587 to address our trash collection and litter problem at public parks, trails, and Lewisville Lake. Our current collection and litter control system in public spaces has not kept up with 20 years of sustained, unrelenting population growth that has meant



more people and trash at our parks and lakefront than we have the capacity to handle. We aim to address this problem with multiple solutions for a comprehensive, replicable program, including the following: two commercial trash compactors to replace smaller, open-top, roll-off dumpsters and a masonry screening wall to prevent public use; a dedicated utility vehicle and trailer for trash collection; 15 new trash bins and 20 public education signs at our parks and trails to prevent litter. The project will result in reduced litter at its source, reduced volume of trash going to the landfill, reduced fuel use and staff time by eliminating multiple short trips from bins to the dumpsters, and increased social responsibility.

**Which TCEQ funding category does this program fall under?** *A detailed description of each funding category is available for review in the [Grant Application Guidelines](#). (check one)*

- |  |   |
|--|---|
| <input type="checkbox"/> Local Enforcement   | <input type="checkbox"/> Local Solid Waste Management Plans             |
| <input type="checkbox"/> Source Reduction and Recycling                              | <input type="checkbox"/> Technical Studies with a regional scope/impact |
| <input type="checkbox"/> Household Hazardous Waste                                   | <input type="checkbox"/> Educational and Training Project               |
| <input checked="" type="checkbox"/> Litter and Illegal Dumping Programs              |   |
| <input type="checkbox"/> Citizens' Collection Stations and "Small" Transfer Stations |   |

**Which goal area from *Planning for Sustainable Materials Management in North Central Texas* does this program fall under?** *A detailed list of regional plan goals and objectives is available for review in the [Grant Application Guidelines](#). (check one)*

- |   |  |
|---|--|
| <input type="checkbox"/> Support Materials Management Education and Training                    | <input type="checkbox"/> Support and Encourage Innovative Technology for Other Waste |
| <input checked="" type="checkbox"/> Promote Creation and Expansion of Waste Management Programs | <input type="checkbox"/> Promote Public and Private Sector Relationships             |
| <input type="checkbox"/> Measure Regional Waste Reduction Efforts                               |  |

**Grant Narrative:**

*In this section, provide a detailed description of the proposed project, including the funding needs, project impacts and benefits, and how this proposed project will advance materials management. Please reference the scoring sheet located in the [Grant Application Guidelines](#) for additional information on how this narrative will be scored. (500 words maximum).*

**NEED.** The Town of Little Elm’s existing efforts to prevent litter and collect trash at local parks and Lewisville Lake are insufficient to meet the need, which has surged exponentially as the population has grown by over 21,000 since 2010. With 66 miles of shoreline, 376 acres of public parks, and 5+ miles of trails, the Town is a major tourist destination, with the population often doubling on weekends. Together, these factors equal one thing – too much trash. We need to improve our waste management system. Currently, park staff use multiple vehicles (golf carts, utility vehicles, etc.,) to empty dozens of trash bins at our parks, trails, athletic fields, boat ramps, and the lakefront. The bins are often over-full,



which leads to chronic litter. Without sufficient capacity to haul all the trash at once, staff make multiple trips between the bins and Little Elm Park to throw the bags into our three open-top roll-off dumpsters, often leaking and bulging bags that are difficult to hoist over the top. Rain pours straight through the open-top dumpsters, washing waste and solids into the stormwater system, or blowing trash off the top and into the lake. Additionally, the dumpsters are open for view to the public, often overflowing and unsightly. This current system is inefficient, cumbersome, unsanitary, and aesthetically displeasing.

Our project **GOAL** is to expand our current waste management program to address our trash collection and litter problem with the following **SCOPE OF WORK** and projected **BENEFITS**: 1) two permanent commercial trash compactors with concrete slab and electricity for safer, more efficient trash disposal, reducing garbage pile-up AND volume of trash headed to the landfill (compacted trash consumes a tenth of the volume of uncompacted); 2) 15 trash bins placed strategically to combat chronic park and lake litter (improving aesthetics and water quality); 3) one utility vehicle and one trash trailer to haul trash from bins to trash compactors to reduce fuel use and GHGs from multiple vehicles and streamline pick-up from parks (improving air quality/improving staff efficiency); 4) masonry screening wall to enclose compactor area to allow trash service to be discreet (aesthetic beautification) and prevent public use (safety); and 5) 20 educational signs encouraging proper disposal of trash (supporting social responsibility).

**MEASURING PROGRESS.** The project will serve the population of 47,464 and: reduce volume of trash going to landfills by 90%; increase number of trash bins in parks and trails by 20%; increase number of public education signs by 100%; and reduce number of trips between bins and dumpsters by 33%.

The Town is an official “Leave No Trace” affiliate, and has won multiple awards for its demonstrated commitment to solid waste management efforts, including from STAR, the Governor’s Keep Texas Beautiful Community Achievement First Place Award, NTCRA for Superior Waste Minimization, and NTCRA Green3 Award for Green Achievement. Project maintenance will be included in Little Elm Parks and Recreation Fund, derived from the fees for facilities including the Town’s new Indoor Aquatic Center.

#### Regional Collaborative Project:

*This section is only required for applicants applying for a Regional Collaborative Project with three or more eligible entities as partners.*

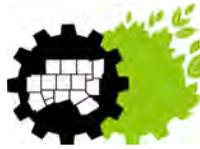
#### **NOT APPLICABLE**

#### Private Industry Notification:

**For the project types listed below, this section must be complete to be considered for funding. Failure to complete this section will result in immediate disqualification for consideration of funds.** Please reference the [Grant Application Guidelines](#) for additional information on how to complete this section.

This section is applicable only to the following grant categories:

- Source Reduction and Recycling
- Citizens’ Collection Stations and “Small” Registered Transfer Stations
- A demonstration project under the Education and Training project category.



**NOT APPLICABLE**

**Budget:**

*In this section, itemize each requested budget category for the proposed project. Supplemental documentation is required, including quotes, estimates, and images of requested items to the application to assist the Grant Selection Subcommittee score the proposed project. Please reference the [Grant Application Guidelines](#) to review what types of supplemental documentation are required and the scoring sheet for additional information on how this section will be scored. Additional lines can be added to the itemized budgets, if necessary. Please note: each line item must equal or exceed \$500.00 to be an eligible expense.*

<b>Budget Categories</b>	<b>Total Funding Request Per Category</b>
1. Equipment (unit cost of \$5,000 or more)	\$99,587
2. Construction	\$75,000
3. Contractual (other than for Construction)	\$8,000
4. Other Expenses	\$15,000
<b>TOTAL GRANT FUNDS REQUESTED</b>	<b>\$197,587</b>

**1. Equipment (Unit Price of \$5,000 or more)**

Item/Description	Purpose	Quantity	Unit Cost	Total Amount Requested
Commercial Trash Compactors	Reducing Trash Volume; Improving Safety and Environment	2	\$32,500	\$65,000
Workman HDX 2WD Kubota Diesel/400 Hour Utility Vehicle	Collecting and Hauling Trash	1	\$25,512	\$25,512
Trailer (83" x 14' Low-Pro Dump Trailer)	Collecting and Hauling Trash	1	\$9,075	\$9,075
<b>Total Equipment Budget</b>				<b>\$99,587</b>

**2. Construction**

Description	Purpose	Quantity	Unit Cost	Total Amount Requested
Concrete Slab & Electric Connection	Power Trash Compactors; Reducing Trash Volume	1/LS	\$25,000	\$25,000
Masonry Screening Wall	Improve Aesthetics; Prevent Public Use of Trash Compactors	1/LS	\$50,000	\$50,000
<b>Total Construction Budget</b>				<b>\$75,000</b>

**3. Contractual (other than for construction)**

Description	Purpose	Quantity	Unit Cost	Total Amount Requested
Leave No Trace Litter Prevention Signs	Prevent Litter	20	\$400	\$8,000
Total Contractual Budget				\$8,000

**4. Other Expenses**

Description	Purpose	Quantity	Unit Cost	Total Amount Requested
Close-Top Trash Bins	Prevent Litter	15	\$1,000	\$15,000
Total "Other" Budget				\$15,000

**Applicant's Match**

**Amount:** \$2,800

*Narrative: Please provide a description and breakdown of the anticipated matching funds that will be provided as a part of the proposed project. Note: matching funds are not required for these grants.*

The Town will provide the staffing labor to install trash bins and litter prevention signs. We estimate approximately 80 hours to install 15 trash bins and 20 litter prevention signs, which will include setting each trash bin foundation and installing, and installing signs using manufacturer recommendations. The staff rate is a blended rate of parks staff employees. 80 hours @ \$35/hour = \$2,800.

**If more money becomes available, could the proposed project be expanded?**  Yes  No

YES - The proposed scope is a complete project, but the Town would add more trash bins if more money were available.

**If the proposed project is unable to be fully funded, would you be able to accept partial funding?**

Yes  No

**Please briefly describe the top funding priorities if you can accept partial funding.**

The top funding priority is purchasing the permanent trash compactors with closed tops and side loading, and the masonry screening wall. The new compactors will replace three open-top, roll-off dumpsters with a more safe, efficient, environmentally sound, and aesthetically pleasing solution for trash collection at Little Elm public parks, trails, and the lake. The screening wall is needed to complete the comprehensive, replicable project to address the aesthetic issue and beautification, and prevent the public from trying to use or operate the commercial trash compactors. This will reduce safety issues of having to throw trash over the top of the existing dumpsters and preventing public use of the machines, toxicity and stormwater pollution from rain soaking through the trash and washing liquids and toxics onto the street, and reduce the volume of trash going to landfills at a 10:1 ratio.



The second priority is the vehicle with trailer. Purchasing the combination will improve efficiency and safety in trash collection at these public sites, replacing multiple vehicles with a dedicated utility vehicle and trailer that will not be utilized for additional uses like carrying mulch, dirt, or for mowing and landscaping. Using one vehicle dedicated for trash collection with the capacity to haul the trash from all bins in fewer trips, versus making dozens of trips back and forth from the bins to the roll-off dumpsters, will reduce fuel use, greenhouse gas emissions, and improve staff efficiency.

The third priority are additional trash bins and educational signs to reduce the amount of litter in our public spaces, and thus reduce solids and waste traveling into the lake or nearby brush and wooded areas.

**Do you have a preference on which fiscal year you receive the funding?**

This FY  Next FY  No preference

**Timeline:**

*In this section, provide a detailed description of the proposed project's timeline, including specific activities and the responsible party for each. Please reference the grant application portal for an example project timeline. For information on how this section will be scored please review the [Grant Application Guidelines](#). Additional rows can be added as necessary.*

*For each task, describe as concisely as possible the major steps or activities involved, identify the responsible entities and establish a specific timeline to accomplish each task. The Scope of Work must include:*

- *detailed purpose and goal of the project (must be consistent with implementing the Regional Plan goals and objectives);*
- *specific task statements with responsible entity identified;*
- *list of deliverables/products/activities under each task; and,*
- *schedule of deliverables which will begin with the execution of Interlocal Agreement with NCTCOG*

**DETAILED PURPOSE AND REGIONAL GOAL.** The proposed project goal is to expand our current waste management program to address our trash collection and litter problem. Our goal aligns with NCTCOG's Regional Plan Goal - *Promote Creation and Expansion of Materials Management Programs.*

Simply put, we cannot manage the volume of trash generated at our public parks within our current system. The proposed project will reduce litter at its source (through educational signage and additional trash bins throughout public parks), increase efficiency of trash collection (through a dedicated trash collection utility vehicle and trailer to reduce staff time and decrease fuel use, and through side-opening trash compactors that eliminate over the top loading of trash bags and reduce runoff from open top containers), reduce the volume of trash going to the landfill with the proposed compactors, and improve aesthetics/prevent public use of the compactors by installing a screening masonry wall. *Planning for Sustainable Materials Management in North Central Texas* states, "Handling materials discarded in a safe and responsible manner is one of the fundamental roles of municipal governments."

Little Elm goes above and beyond in nearly all manner of solid waste management. As a member of NCTCOG's Resource Conservation Council, State of Texas Alliance for Recycling (STAR), the Arbor Day



Foundation, and as Leave No Trace and Keep Texas Beautiful affiliates, we take great pride in our community-wide efforts. The trash problem at our parks, trails and lakeside is an issue we need to correct to maintain our high standards. With the proposed project, Little Elm will expand our current waste management program, efficiently managing litter and trash at public parks and at the lake.

**The following timeline and scope will accomplish our goal:**

<b>Activity</b>	<b>Responsible Party</b>	<b>Estimated Start Date</b>	<b>Estimated Completion Date</b>	<b>Additional Information</b>
Execute Interlocal Agreement with NCTCOG	Town of Little Elm (TOLE) Project Manager (Wesley Brandon)	October 2021	November 2021	Deliverable includes Executed Agreement.
Hold Project Kick-Off Meeting with Project Team	TOLE Project Manager/Finance Project Manager	November 2021	November 2021	Deliverables include Project Work Plan, Schedule of Deliverables, Reporting Schedule, Meeting Notes.
Approval from U.S. Army Corps of Engineers	TOLE Project Manager	November 2021	January 2022	Work is allowed under existing agreement with USACE at Little Elm Park (site of trash compactor/masonry screening wall). Please see lease, included with application. Project Manager will provide any additional forms or agreement adjustments for signature/approval. Deliverable includes documented USACE approval.
Procure Contractor for Construction and Install/Construct Project Elements: <ul style="list-style-type: none"> <li>• Concrete Slab/Foundation for Trash Compactors</li> <li>• Electric</li> </ul>	TOLE Project Manager/Procured Contractor(s)	January 2022	February 2022	Procure with approval from NCTCOG. Deliverables include executed agreements/contracts with contractor(s).



<ul style="list-style-type: none"> <li>Screening Wall</li> </ul>				
<p>Install/Construct Project Elements:</p> <ul style="list-style-type: none"> <li>Concrete Slab/Foundation for Trash Compactors</li> <li>Electric</li> <li>Screening Wall</li> </ul>	TOLE Project Manager/Procured Contractor	February 2022	March 2022	Deliverables include completed installation of slab, electricity, and screening wall.
<p>Select Vendors, Purchase and Install Equipment:</p> <ul style="list-style-type: none"> <li>Utility Vehicle/Trailer</li> <li>Trash Compactors</li> </ul>	TOLE Project Manager/Selected Vendors	February 2022	March 2022	Deliverables include installed trash compactors and purchased utility vehicle and trailer. Trash compactor vendor will train TOLE staff on operating and maintaining compactors.
Procure Contractor for Design and Printing of Educational Signs and Install	TOLE Project Manager/Procured Contractor/TOLE Parks Staff	February 2022	March 2022	Deliverables include installed litter prevention educational signage.
Purchase and Install Trash Bins	TOLE Project Manager/TOLE Parks Staff	February 2022	April 2022	Deliverables include installed trash bins.
Project Close-Out	TOLE Project Manager/Finance Project Manager	May 2022	June 2022	Deliverables include Final Report, Final Reimbursement Request, and Release of All Claims.
TCEQ Results Reports (2)	TOLE Project Manager	One Year After Project Completion; July 2023	One Year After Project Completion; July 2023	Deliverables include 2 TCEQ Results Reports.
Ongoing Maintenance of Grant-Funded Equipment and Supplies	TOLE Project Manager/TOLE Parks Staff	Ongoing	Ongoing	Project components and maintenance will be included in Little Elm Parks and Recreation Fund, derived from the fees for facilities including the Town's new indoor Aquatic Center.



### Grant Application Checklist:

- Completed Grant Narrative
- Completed Budget section
- Provided supplemental documentation for the budget and proposed project
- Completed Timeline Section
- Completed Private Sector Notification, *if the proposed project type is Source Reduction and Recycling, Citizens' Collection Stations and "Small" Registered Transfer Stations, or a demonstration project under the Education and Training project category. **NOT APPLICABLE***
- Attached Resolution/Court Order **ATTACHED DRAFT. ADOPTED RESOLUTION WILL BE SUBMITTED BEFORE JUNE 26.**
- Attached Letters of Support (*required for Regional Collaborative Projects*)
- Attached completed Certification, Assurances, and Notification Signature Form

# TOWN OF LITTLE ELM: PUBLIC PARK TRASH COLLECTION EXPANSION

## FY2022-2023 NCTCOG Solid Waste Grant Application – Support Letters

Please note: The Little Elm grant application is not a Regional Collaborative Project, so support letters are not required. The letters are included to show support for the project, project need, and dedication from stakeholders in our mission to keep Little Elm litter free.

### List of Signed Support Letters

- ❖ **Community Waste Disposal**
- ❖ **Keep Little Elm Beautiful**
- ❖ **Little Elm Police Department**
- ❖ **Little Elm Chamber of Commerce**
- ❖ **Little Elm Community Development Corporation**



April 21, 2021

Edith Marvin  
Director, Environment and Development Department  
North Central Texas Council of Governments  
Centerpoint II  
616 Six Flags Drive  
Arlington, TX 76011

**RE: Little Elm – Trash Collection Project**

Dear Ms. Marvin:

Community Waste Disposal (CWD) would like to provide this letter in support of the Town of Little Elm's application for the NCTCOG Solid Waste Implementation Grant program. CWD is a committed partner to the Town of Little Elm, providing comprehensive trash and recycling services. CWD services the Town's existing roll-off dumpsters in the parks, and will continue to provide this service should the Town win grant funding to replace the dumpsters with a more efficient, covered permanent trash compactor. The project will reduce the volume of outgoing trash CWD picks up each week, thereby reducing volume at the local landfill.

Little Elm and CWD have worked together for many years to exemplify excellence in solid waste management. Both CWD and the Town have won multiple awards from Keep Texas Beautiful and the State of Texas Alliance for Recycling (STAR), and every year CWD ranks among the top fifty of approximately 7,000 waste and recycling companies in the United States. We are thrilled to continue our services to Little Elm as they expand and upgrade their solid waste management system.

Sincerely,

A handwritten signature in black ink that reads "Robert Medigovich". The signature is fluid and cursive, written in a professional style.

Robert Medigovich, Municipal Accounts Manager  
CWD

2010 California Crossing Road  
Dallas, Texas 75220-2310  
*Telephone*  
972.392.9300 or 817.795.9300  
*Facsimile*  
972.392.9301



## KEEP LITTLE ELM BEAUTIFUL

PO Box 1641, Little Elm, Texas 75068  
214-729-4351

April 29, 2021

Edith Marvin  
Director, Environment and Development Department  
North Central Texas Council of Governments  
Centerpoint II  
616 Six Flags Drive  
Arlington, TX 76011

**RE: Little Elm – Solid Waste Implementation Project**

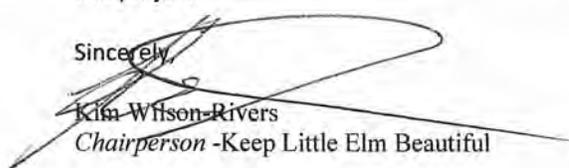
Dear Ms. Marvin:

On behalf of "Keep Little Elm Beautiful," I would like to provide this letter in support of the Town of Little Elm's application to the NCTCOG Solid Waste Implementation Grant Program. The Town and Keep Little Elm Beautiful (KLEB) have a strong partnership and documented commitment to litter prevention and beautification. With miles of shoreline, family-friendly hike and bike trails, and hundreds of acres of parks, it takes a community-involved effort to keep our parks and waterways clean year-round. KLEB and Town staff host bi-annual 'Clean and Green' events, Lakefront Cleanups, and Adopt-a-Highway cleanup events throughout the year. This dedication has garnered impressive awards, including first place for the Office of the Governor's Keep Texas Beautiful Community Achievement Award.

The lake, our first-class parks, and major regional events bring in thousands of tourists on the weekends and throughout the summer months. This tourist influx, along with sustained perpetual population growth, pose an issue with overflowing trash bins and chronic litter in parking lots and public areas that is easily swept by wind or stormwater into to Lewisville Lake. Simply put, we cannot manage the volume of trash generated at our public parks within our current system. The proposed project to add trash and recycling bins, educational signs, and close-top trash compactors to reduce volume and blow-off of trash will allow for efficient litter control in our parks and the lakefront and will go far in our goal to continue to Keep Little Elm Beautiful.

Thank you for this opportunity to share our support. We look forward to hearing good news about this project.

Sincerely,

  
Kim Wilson-Rivers  
Chairperson -Keep Little Elm Beautiful



Keep Little Elm Beautiful  
KLEB75068@Gmail.com



# Little Elm Police Department

88 West Eldorado Parkway | Little Elm, TX 75068  
Office 214-975-0460 | Fax 972-377-5548

## Chief of Police

Rodney W. Harrison, FBINA  
972-377-1886  
[rharrison@littleelm.org](mailto:rharrison@littleelm.org)

## Police Administrative Support Manager

Lucy Gonzalez  
214-975-0476  
[lgonzalez@littleelm.org](mailto:lgonzalez@littleelm.org)

## Captain

Brad Wilcox, FBINA  
(972) 334-9104  
[bwilcox@littleelm.org](mailto:bwilcox@littleelm.org)

## Captain

Larry Denison  
(214) 975-0459  
[ldenison@littleelm.org](mailto:ldenison@littleelm.org)

## Crime Prevention

972-377-1885  
[crimeprevention@littleelm.org](mailto:crimeprevention@littleelm.org)

## Records Division

214-975-0442  
[policerecords@littleelm.org](mailto:policerecords@littleelm.org)

May 12, 2021

Edith Marvin  
Director, Environment and Development Department  
North Central Texas Council of Governments  
Centerpoint II  
616 Six Flags Drive  
Arlington, TX 76011

### **RE: Town of Little Elm Trash Collection at Parks and Lewisville Lake**

Dear Ms. Marvin:

The Little Elm Police Department (LEPD) is pleased to provide this letter of support for the Town of Little Elm's application for grant funds to expand trash collection efforts at public parks and Lewisville Lake. Little Elm has experienced significant, sustained population growth since 2000 and is one of the fastest growing municipalities in Texas. Since 2010, an average of 2,200 residents annually have moved to the area. In addition, the Town hosts multiple regional special events at the Town's parks and lakefront, and in warm months tourists pack these areas, essentially doubling our weekday population.

The volume of trash has exponentially grown along with the population and the popularity of the Town's public recreation spaces. The Town's Parks Department works closely with LEPD to keep the public spaces safe, clean, and litter free. The proposed project to expand the Town's ability to properly dispose of more trash at a reduced volume is greatly needed and will further solidify our dedication to keeping our town beautiful. Thank you for your consideration.

Sincerely,

Rodney W. Harrison  
Chief of Police



**Town of Little Elm**  
**Community Development Corporation**  
100 W. Eldorado Parkway  
Little Elm, Texas 75068  
972-731-3296

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April 20, 2021

Edith Marvin  
Director, Environment and Development Department  
North Central Texas Council of Governments  
Centerpoint II  
616 Six Flags Drive  
Arlington, TX 76011

**RE: Little Elm – Solid Waste Implementation Project**

Dear Ms. Marvin:

On behalf of the Little Elm Community Development Corporation (CDC), I would like to offer our enthusiastic support for the Town of Little Elm's application for the NCTCOG Solid Waste Implementation Grant. The CDC supports the Town's comprehensive efforts to keep Little Elm beautiful and our parks and lake litter-free. The Town and its Keep Little Elm Beautiful teamwork with partners including Community Waste Disposal and CoServ Electric to host bi-annual citywide 'Clean and Green' events, 'Lakefront Cleanups,' and Adopt a Highway cleanup events throughout the year. Even so, Little Elm's parks are regional tourist attractions, and our population is outpacing regional projections every year. That means more trash than we can handle on a regular basis. With the region's only inland swim-beach, miles of hike and bike trails, a thriving lakefront entertainment district, and world-class parks, the population often doubles on the weekends as the Town is flooded with tourists. The rate of trash to collect outpaces our capacity.

This project reflects our community's desire to keep our parks and lake pristine for residents and tourists, and contributes to our ongoing commitment to environmental stewardship and excellence in solid waste management. Thank you for this opportunity to share our support. We look forward to hearing good news about this project.

Sincerely,

Edee Hansen, Board Chairman  
Little Elm Community Development Corporation



April 29, 2021

Edith Marvin  
Director, Environment and Development Department  
North Central Texas Council of Governments  
Centerpoint II  
616 Six Flags Drive  
Arlington, TX 76011

**RE: Little Elm – Solid Waste Implementation Project**

Dear Ms. Marvin:

The Little Elm Chamber of Commerce is pleased to provide a letter of support for the Town's grant application for the Solid Waste Implementation Program. The Town has grown exponentially over the last twenty years, and has added major improvements to our parks and popular lakefront. Little Elm has the only inland swim beach in the region, as well as wakeboarding, fishing, boating, hiking, bike trails, and multiple regionally significant annual events. In recent years, the trash at the parks and open spaces has become more than we have the capacity to address, especially on weekends. The Town's project will provide a comprehensive solution to our current problem – reducing litter at the source and reducing volume of trash before it goes to the landfill.

We hope that you find in favor of this needed project, and thank you for the opportunity to show our support.

Sincerely,

A handwritten signature in blue ink that reads "Jennette Espinosa". The signature is written in a cursive style and is circled in blue ink.

Jennette Espinosa, Executive Director

Little Elm Chamber of Commerce

# TOWN OF LITTLE ELM: PUBLIC PARK TRASH COLLECTION EXPANSION

## FY2022-2023 NCTCOG Solid Waste Grant Application

### List of Attachments

- ❖ Resolution Draft
- ❖ Maps and Photos
- ❖ Vendor Quotes
- ❖ Evidence of Community Dedication to Litter Prevention
- ❖ USACE Lease for Little Elm Park

**TOWN OF LITTLE ELM, TEXAS**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION BY THE TOWN OF LITTLE ELM AUTHORIZING THE FILING OF A PROJECT APPLICATION WITH THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (“NCTCOG”); AUTHORIZING THE TOWN MANAGER OR HIS DESIGNEE TO ACT ON BEHALF OF THE TOWN OF LITTLE ELM, TEXAS IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT IF FUNDS FOR THIS PROJECT ARE RECEIVED, THE TOWN OF LITTLE ELM, TEXAS WILL COMPLY WITH ALL PROJECT REQUIREMENTS OF THE NCTCOG, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, AND THE STATE OF TEXAS.**

**WHEREAS**, the North Central Texas Council of Governments (“NCTCOG”) is directed by the Texas Commission on Environmental Quality to administer solid waste project funds for the implementation of the NCTCOG’s adopted Regional Solid Waste Management Plan; and

**WHEREAS**, the Town of Little Elm, Texas, is qualified to apply for project funds under the Request for Project Applications.

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

**SECTION 1**

That the Town Manager or his designee is authorized to request project funding in the amount not to exceed \$200,000 under the NCTCOG Request for Project Applications of the Regional Solid Waste Local Project Funding Program/Solid Waste Implementation Grant Program and to act on behalf of the Town of Little Elm (“Town”) in all matters related to the project application and any subsequent project contract that may result.

**SECTION 2**

That, if funded, the Town will comply with the project requirements of the NCTCOG, the Texas Commission on Environmental Quality (TCEQ), and the State of Texas.

**SECTION 3**

That the Town will allocate and expend the necessary monies to support this grant project and then seek reimbursement from NCTCOG on a timely basis.

**SECTION 4**

That the grant project funds and any project-funded equipment or facilities will be used only for the purposes for which they are intended under the project.

**SECTION 5**

That the grant activities will comply with and support the adopted regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

**PASSED AND APPROVED** this Tuesday, May XX, 2021.

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David Hillock  
Mayor

ATTEST:

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Kathy Phillips, Town Secretary

# TOWN OF LITTLE ELM: PUBLIC PARK TRASH COLLECTION EXPANSION

## FY2022-2023 NCTCOG Solid Waste Grant Application – Photos and Maps

### List of Attachments

- ❖ **Project Site Plan**
- ❖ **Project Location Map**
- ❖ **Photos of Project Area**

# Project Site Plan

The Town's Parks Staff use golf carts and multiple trips to service/empty trash bins in Little Elm parks and trails every Friday and Monday. The trail system spans from one side of the town to the other – approximately 8 miles of trails. The trash collection system is inefficient, wastes staff hours, and wastes fuel to make the multiple trips. The new utility vehicle and trailer will allow staff to make fewer rounds of pickups on trash days, improving efficiency and cutting fuel use. Smaller stars line the trail system to demonstrate travel path. Educational signs and trash bins will be installed throughout all Little Elm Parks shown and the trail system.



**Roll-Off Dumpsters at Little Elm Park and Site for New Compactors/Screening Wall**



Town of Little Elm Denton County, TX

LEGEND	
	Johnny Broyles Trail
	Harts Branch Trail
	Cottonwood Park Trail
	McCord Park Trail
	Lakefront Trail
	Road
	Concrete Trail
	Crushed Granite Trail
	Park



## Project Location Map (Little Elm Park)

The proposed permanent commercial trash compactors will be installed as shown above, replacing three existing roll-off dumpsters. The masonry screening wall will discreetly conceal the compactors from public view, increasing aesthetic appeal and restricting public use of the machines. The compactors will reduce volume of trash by 90% and be serviced by Community Waste Disposal every Monday morning.



## PROJECT SITE PHOTOS



Close-up of overflowing roll-off dumpsters at Little Elm Park. The bins are often overflowing, and with no top, rain pours through, allowing toxics and waste to wash into the stormwater system, and allowing trash to blow off the top into nearby Lewisville Lake. Staff throw leaking bags of trash over the top, which is a safety hazard. The Town needs a closed-top, side-loading solution that will reduce the volume of trash going to the landfill. The proposed commercial trash compactors will increase safety, efficiency, and aesthetics.

## PROJECT SITE PHOTOS



Another view of the roll-off dumpster area in the Little Elm Park parking lot. In the background you see athletic fields in the park. The lake is near west of the photo. Without a screening wall, the area is basically open to the public, aesthetically unpleasing, and allows for unauthorized public use of the dumpsters. The proposed screening wall will allow the area to discreetly house the new commercial compactors while preventing public use.

## PROJECT SITE PHOTOS



Parks staff use multiple vehicles to collect trash from the bins throughout the Town's parks, trails, and lakeside. Staff make multiple trips to and from bin sites because the vehicles do not have the capacity to carry all of the bins' trash in one load. The process is inefficient and wastes fuel and staff time. Having a dedicated utility vehicle and trailer will reduce trips, in turn reducing greenhouse gases and increasing staff efficiency.

# TOWN OF LITTLE ELM: PUBLIC PARK TRASH COLLECTION EXPANSION

## FY2022-2023 NCTCOG Solid Waste Grant Application – Vendor Quotes

### List of Attachments

#### Vendor Quotes for the Following:

- ❖ Trash Compactors
- ❖ Utility Vehicle
- ❖ Trailer

### Budget Justification and Vendor Quotes

- The attached quotes for the trash compactors are for the two separate parts: a) the “hopper” and “doghouse” (safety enclosure) with accompanying ram and equipment included to receive original trash from bins and compact it (\$20,477.50); and b) the container that receives the compacted trash and is emptied by servicer (\$6,994 + \$550 shipping = \$7,544). The second quote includes options for a 30-cubic-yard container and a 40-cubic-yard container. The Town is including costs for the 40-cubic-yard container. Together, these costs = \$28,021.50. The quotes were provided to the Town in 2019, before the full repercussions of Covid-19 on businesses were realized. The Town assumed an inflated rate for these compactors at \$32,000 each to account for inflation, increased costs as manufacturers have increased costs due to both Covid-related business losses and time passed. The project budget includes 2 trash compactors at \$32,000 each.
- Costs for construction (concrete slab and electric connection) \$25,000; masonry screening wall \$50,000; trash bins (\$1,000 each for a total of \$15,000 for 15 bins); and educational signs (\$400 each for a total of \$8,000 for 20) are based on similar projects the Town has recently, or is currently, undertaking.
- All costs have been approved and/or developed by the proposed Project Manager, Mr. Wesley Brandon, Town Engineer. Mr. Brandon has over 15 years of experience leading complex construction projects from inception to close-out, including creating responsible budgets, procuring contractors, overseeing schedules, and managing any overruns.

## TRASH COMPACTORS



5712 Lower 3rd Street, Alexandria, LA, 71302

WQ-10109769

### Sell To:

Contact Name	Michelle Kuzov	Ship To Name	Town of Little Elm
Bill To Name	Town of Little Elm	Ship To	100 W Eldorado Pkwy
Bill To	100 W Eldorado Pkwy Little Elm, TX 75068-5060 USA		Little Elm, TX 75068-5060 USA
Email	mkuzov@littleelm.org		
Phone	(972) 377-5556		

### Quote Information

Salesperson	Heath Cowgill	Created Date	3/19/2019
Salesperson Email	<a href="mailto:hcowgill@wastequip.com">hcowgill@wastequip.com</a>	Expiration Date	4/18/2019
Salesperson Phone	469-207-0797	Quote Number	WQ-10109769

Please Reference Quote Number on all Purchase Orders

Model	Product Description	Selected Option	Quantity	Sales Price	Total Price
265XP-30-F	Self-Contained Precision Series 265XP Model includes a 10HP Tri-volt T.E.F.C. motor, UL/CUL Listed, 6' remote power unit with weather cover, NEMA 4 Rated Control Panel, Controls in Panel Face, Precision guided ram, Full Gasketed Door, A.N.S.I Z.245.2 Compliant, WASTEC rated and 5 year structural warranty.	Voltage: TBD Feed Side: TBD	1.00	\$16,889.84	\$16,889.84
CO252	Hopper / Doghouse - 3 sided hopper - side feed - left or right - ANSI		1.00	\$1,183.88	\$1,183.88
CO102	80% full - Advance warning light		1.00	\$321.64	\$321.64
CO116	Pressure gauge - color coded and numeric - on power unit		1.00	\$150.28	\$150.28
CO201-10S	Container Options Guide rails - 10' standard - with stops		1.00	\$486.88	\$486.88
VAF-SC-1	Guardian Control System		1.00	\$0.00	\$0.00
VAF-SC-2	(AMS) Automatic Maintenance Scheduler		1.00	\$0.00	\$0.00
VAF-SC-3	100% Full Light		1.00	\$0.00	\$0.00
VAF-SC-4	Multicycle Timer - factory set for 2 cycles		1.00	\$0.00	\$0.00
VAF-SC-5	Low Temperature Oil		1.00	\$0.00	\$0.00
VAF-SC-6	Warranty: 5 Years Structural, 2 Years Parts and 1 Year Labor		1.00	\$0.00	\$0.00
Surcharge			1.00	\$570.98	\$570.98

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$19,603.50
Shipping Terms	FOB Origin	Shipping	\$874.00
		Tax	\$0.00
		Grand Total	\$20,477.50

### Additional Information

TRASH COMPACTORS



5712 Lower 3rd Street, Alexandria, LA, 71302

WQ-10109769

Additional Terms Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: <https://www.wastequip.com/terms-conditions-of-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

Additional Information Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip’s practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

Special Contract Information Pricing is based on Wastequip's Buy Board Contract No.516-16 as awarded on December 1, 2016. Per the terms of the contract, pricing may be amended at any time with proper documentation, and subject to Buy Board approval. Pricing may change without written prior notice.

Signatures

Accepted By: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Purchase Order: \_\_\_\_\_

Please Reference Quote Number on all Purchase Orders



101 Wadsworth Drive, Durant, OK, 74701

TRASH COMPACTORS

PHONE: 580-924-1575 FAX: 580-920-0566

WQ-10111289

Sell To:

Contact Name	Michelle Kuzov	Ship To Name	Town of Little Elm
Bill To Name	Town of Little Elm	Ship To	100 W Eldorado Pkwy
Bill To	100 W Eldorado Pkwy Little Elm, TX 75068-5060 USA		Little Elm, TX 75068-5060 USA
Email	mkuzov@littleelm.org		
Phone	(972) 377-5556		

Quote Information

Salesperson	Heath Cowgill	Created Date	4/1/2019
Salesperson Email	<a href="mailto:hcowgill@wastequip.com">hcowgill@wastequip.com</a>	Expiration Date	4/15/2019
Salesperson Phone	469-207-0797	Quote Number	WQ-10111289

Please Reference Quote Number on all Purchase Orders

Model	Product Description	Quantity	Sales Price	Total Price
134029	30 Cubic Yard Standard Duty Rectangular Roll Off Container 22' Long - Floor: 7 gauge with 3" structural channels on 18" centers and 6" x 2" x 3/16" Structural Tubing Main Rails, Walls: 12 gauge with side columns on 36" centers and 3" x 4" x 11 gauge Top Rails, Primed and Painted any Standard Color	1.00	\$4,701.00	\$4,701.00
160985	40 Cubic Yard Standard Duty Octagon Receiver Container 22' Long - Floor: 7 gauge with 3" structural channels on 18" centers and 6"x 2"x 3/16" Structural Tubing Main Rails, Walls: 7 gauge lower and 10 gauge upper, Wheels: (2), Primed and Painted any Standard Color	1.00	\$6,994.00	\$6,994.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$11,695.00
Shipping Terms	FOB Origin	Shipping	\$550.00
		Tax	\$0.00
		Grand Total	\$12,245.00

Additional Information

**Additional Terms** Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: <https://www.wastequip.com/terms-conditions-of-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

**Additional Information** Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

**Special Contract** Pricing is based on Wastequip's Buy Board Contract No.516-16 as awarded on December 1, 2016. Per the terms of the



101 Wadsworth Drive, Durant, OK, 74701

**TRASH COMPACTORS**

PHONE: 580-924-1575 FAX: 580-920-0566

WQ-10111289

Information contract, pricing may be amended at any time with proper documentation, and subject to Buy Board approval. Pricing may change without written prior notice.

Signatures

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

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

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

Purchase Order: \_\_\_\_\_

**Please Reference Quote Number on all Purchase Orders**



GET MORE INFORMATION ▶ (/--XT-XINQUIRY?)

FR=XNEWINVENTORYDETAIL&OID=10412311

(/default.asp?page=xAllInventory&make=pj%20trailers)



(/map-hours-directions) dealership-hours

MENU

◀ (/default.asp?

page=xNewInventory&p=1&vc=dump&s=Year&d=D&t=new&fr=xNewInventory&unitid=10412311)

## 2022 PJ Trailers 83"x14' Low-Pro Dump (DL)

Paris, TX (Northeast Texas)

Click To Enlarge



OOOOOO

Selling Price -

\$9,075.00

-  **CALL TO SECURE THIS UNIT** **GET MORE INFORMATION** ▶ (</--XT-XINQUIRY?FR=XNEWINVENTORYDETAIL&OID=10412311>) ▶
-  **TEXT ME** (</--XT-XTEXT-ME?OID=10412311>) ▶
-  **GET MORE INFORMATION** (</--XT-XINQUIRY?FR=XNEWINVENTORYDETAIL&OID=10412311>) ▶
-  **TRADE VALUE** ([/--XT-XTRADE\\_VALUE?FR=XNEWINVENTORYDETAIL&OID=10412311](/--XT-XTRADE_VALUE?FR=XNEWINVENTORYDETAIL&OID=10412311)) ▶
-  **GET FINANCING** (</CREDIT-FINANCING-DEALERSHIP--FINANCING>) ▶
-  **SEND TO A FRIEND** (</DEFAULT.ASP?PAGE=XSENDTOFRIEND&FR=XNEWINVENTORYDETAIL&OID=10412311>) ▶
-  **PRINT** ([/DEFAULT.ASP?PAGE=XNEWINVENTORYDETAIL&ID=10412311&FORMAT=PRINT&UNIT=-PJ-TRAILERS-83QUOTX14-LOW-PRO-DUMP-\(DL\)-AMARILLO-TEXAS-ID-10412311](/DEFAULT.ASP?PAGE=XNEWINVENTORYDETAIL&ID=10412311&FORMAT=PRINT&UNIT=-PJ-TRAILERS-83QUOTX14-LOW-PRO-DUMP-(DL)-AMARILLO-TEXAS-ID-10412311)) ▶

([//www.addthis.com/bookmark.php?v=250&pubid=ra-510058cc38e77c14](http://www.addthis.com/bookmark.php?v=250&pubid=ra-510058cc38e77c14))

### INFO

- 2022 PJ Trailers 83"x14' Low-Pro Dump
- 2- 7,000 lbs. EZ Lube Dexter Electric/Spring Axles
- 1- 10,000 lbs. Drop Leg Jack
- 2 5/16" Ball Demco EZ Latch Adjustable Coupler
- Electric Breakaway Kit w/ Charger
- 1/8" Treadplate Steel Fenders
- Lockable Toolbox (Houses Battery and Pump)
- 2-Way Gate (Split and Spreader Gate)
- 6'6" Slide In Channel Ramps
- 4- Welded D-Rings in Box
- 40 Degree Pitch Dump
- 12VDC Hydraulic Pump
- 5"x17" Hyd. Cylinder w/ Scissor & 5"x21" on 16' Scissor Lift
- 12' Control Cable
- Tarp Kit
- 8"x10 lb. I-Beam Frame & Tongue
- 10-gauge Steel Bed and Sides
- 83" Wide Bed
- 24" Sides
- Double Insulated Harness w/ Cold Weather Cord 7-Way
- Stake Pockets
- Interstate Deep Cycle Battery



110V Integrated Trickle Charger

Spare Tire Mount

Driver Side Monster Step

**GET MORE INFORMATION ▶ (/--XT-XINQUIRY?**

**FR=XNEWINVENTORYDETAIL&OID=10412311)**

GVWR: 14,000 lbs.

Empty Weight: 3,970 lbs.

Carrying Capacity: 10,030 lbs.

Stock: 64957

Product Code: d1a1472bssk

All prices listed online are cash prices! Speak to one of our sales representatives about financing and other payment options. We have several locations in Texas with hundreds of trailers in stock. We also offer quick lead times on custom orders. Best of all, we guarantee the very best prices on PJ Trailers anywhere in the USA! Please note that our website is updated daily, however our inventory can change at any time, please call to verify pricing and availability.

Call Us @ 1 (877) PJ-DEALS

<http://www.happytrailersales.com/>

Our expert sales team would be happy to explain the benefits of our trailers, and the differences between our trailers and brands like Big Tex, Load Trail, Load Max, Pull Rite, Gator Made, Kearney, Elite, Texas Pride, Texas Bragg, Lamar, Lone Star, Big Bend, Legend, Kaufman, Top Hat, Norstar, Iron Bull, Better Built, Cross Trailer Manufacturing, GR Trailers, Interstate Trailers, Haulmark, CM, WW, Wells Cargo, Pace, Look, Lark, and East Texas Trailers.

PHOTOS



SPECIFICATIONS



PAYMENTS



Sale Price	<b>\$9,075.00</b>
(/--xt-xInquiry?fr=xNewInventoryDetail&oid=10412311)	
Location	<b>Paris</b>
Condition	<b>New</b>
Stock Number	<b>64957</b>
Year	<b>20</b>
Make	<b>PJ Trailers</b>
Model	<b>83"x14' Low-Pro Dump (DL)</b>
VIN	<b>4P51D1925N1364957</b>
Color	<b>Black</b>
Length	<b>14' 0"</b>
Width	<b>83"</b>
Tire Size	<b>235/80R16 LR E 10 Ply Radial Tires</b>
Axle Capacity	<b>7000</b>







Professional Turf Products, L.P.  
 1010 North Industrial Blvd.  
 Euless, Texas 76039  
 Will Dutton  
 (972) 746-7637  
 duttonw@proturf.com



Ship To	Town Of Little Elm	Date:	3/10/2021
Bill To	BUYBOARD (CONTRACT # 611-20) - Credit Cards Not Accepted	Tax Rate	
Contact	Phil Kemmer	Destination	2.00%
Address	100 W. Eldorado Pkwy., Little Elm, TX 75068	Trade-In	
		Finance	
Phone	972-377-5558	Account Type	Contract
Email		QMS: ID	Standard
Comments:			

Proposal

Qty	Model #	Description	Unit	Extended
1	31698	Groundsmaster 5900 (T4)		
1	30671	Universal Sunshade, Red		
1	44958	MVP Kit 1000 Hour (PX Hydraulic Fluid - September 12, 2018 And Up)		
		<b>Groundsmaster 5900 (T4)</b>	\$	106,431.04
1	30695	Groundsmaster 7210 No Deck (T4)		
1	30457	62 Inch Base Deck		
1	30469	Rear Discharge Completion Kit For 62 Inch Deck		
1	30261	400 Hour MVP Filter Kit		
		<b>Groundsmaster 7210 No Deck (T4)</b>	\$	30,490.81
1	07385	Workman HDX - 2WD Kubota Diesel		
1	30249	MVP Kit 400 Hour		
		<b>Workman HDX - 2WD Kubota Diesel</b>	\$	25,512.43
1	07384	Workman HDX - 2WD (Kubota Gas)		
1	30248	MVP Kit 400 Hour		
		<b>Workman HDX - 2WD (Kubota Gas)</b>	\$	25,535.29

SubTotal	\$	187,969.57
Destination		Included
Tax (Estimated)	\$	-
<b>TOTAL</b>	<b>\$</b>	<b>187,969.57</b>

Comments:



TOWN OF LITTLE ELM: PUBLIC PARK TRASH COLLECTION EXPANSION  
FY2022-2023 NCTCOG Solid Waste Grant Application – Community  
Dedication

**See following pages for examples of the Town's  
dedication to litter prevention and cleanup.**

# TOWN OF LITTLE ELM: PUBLIC PARK TRASH COLLECTION EXPANSION FY2022-2023 NCTCOG Solid Waste Grant Application – Community Dedication

KEEP.LITTLE.ELM.BEAUTIFUL

NOV. 2ND

SATURDAY  
9 A.M. TO 12 A.M.



Lakefront Trash Bash

BEARD PARK  
310 E. ELDORADO PKWY  
9 A.M. TO 12 A.M.



## Keep Little Elm Beautiful Lakefront Trash Bash

Like 0 Share Tweet



Join friends at Beard Park on Saturday, November 2nd from 9 a.m. to Noon for our annual Lakefront TRASH BASH! We will walk the park and Lakefront trails collecting trash and recyclables along the way with friends, family and pets. This beautification project benefits the entire region by continuing to keep our lake free of trash and debris. This year we are collaborating with another LE non-profit, the Little Elm Food Bank. Please bring canned food items, toiletries (diapers, lotions, deodorants, toothpaste, soap, female specific items, etc.) cooking spices, cooking oil and so on. Please see the full list below. For your donation you will be entered into our raffle for a Thanksgiving Dinner!

### Event Properties

Event Date 11-02-2019 9:00 am

APR 17 Keep Waco Beautiful Brazos River Cleanup Great American Cleanup | Cleanup | Don't mess with Texas® Trash-Off | Keep Texas Waterways Clean Keep Waco Beautiful

APR 17 Keep Keller Beautiful Spring Trash Bash Don't mess with Texas® Trash-Off | Cleanup | Great

Keep Little Elm Beautiful (KLEB) holds semi-annual lakefront cleanups, or “trash bashes” to combat the litter problem at Lewisville Lake. Above are a sample of public outreach and an event description on the Keep Texas Beautiful website.

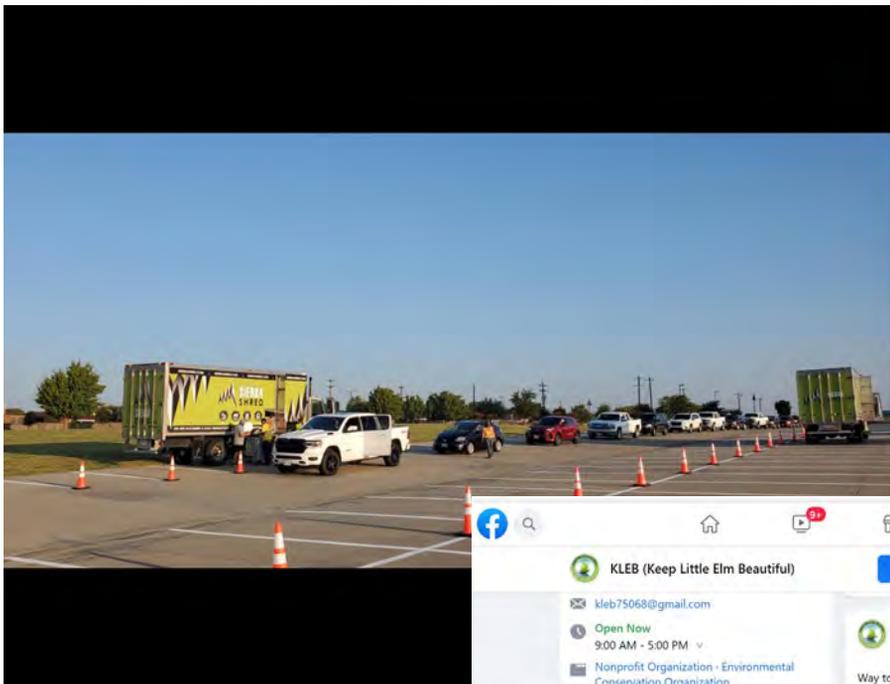
# TOWN OF LITTLE ELM: PUBLIC PARK TRASH COLLECTION EXPANSION FY2022-2023 NCTCOG Solid Waste Grant Application – Community Dedication



**KLEB (Keep Little Elm Beautiful)**

@KeepLittleElmBeautiful · Nonprofit Organization

Send Message



**KLEB (Keep Little Elm Beautiful)**  
September 26, 2020 · Little Elm, TX · 🌐

— at Little Elm Athletic Complex.

Like Comment Share

Write a comment...

**KLEB (Keep Little Elm Beautiful)** Send Message Liked

kleb75068@gmail.com

Open Now  
9:00 AM - 5:00 PM

Nonprofit Organization · Environmental Conservation Organization

**Photos** See All

**Videos** See All

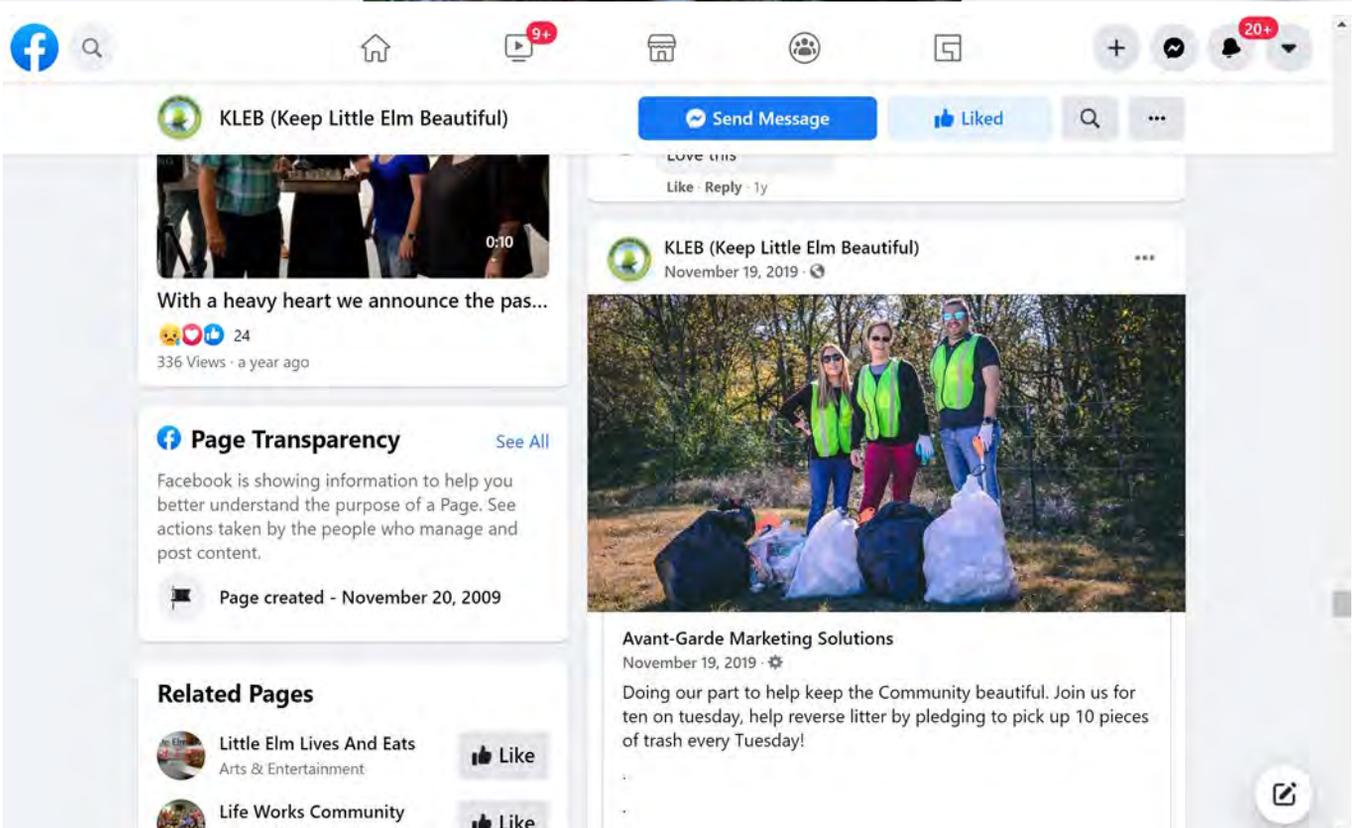
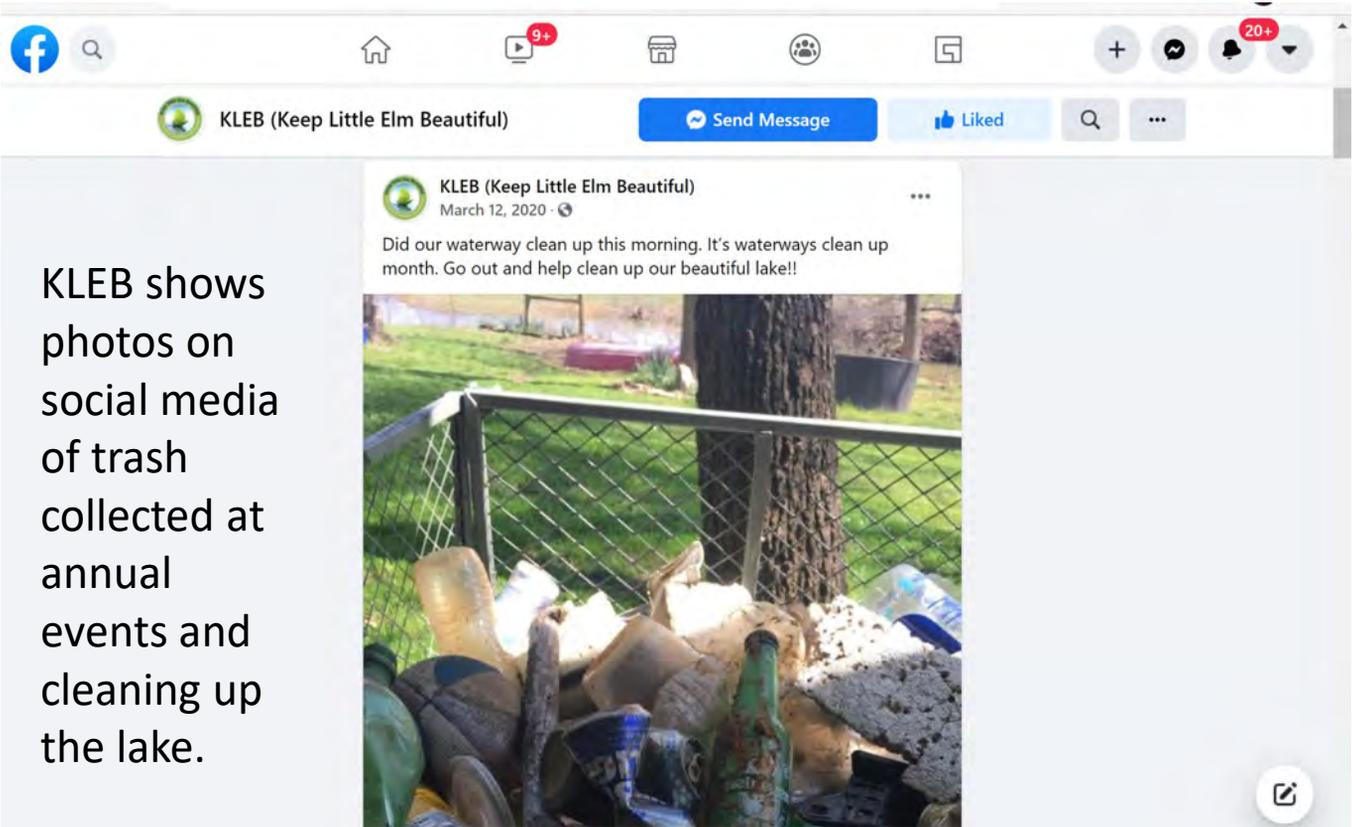
**KLEB (Keep Little Elm Beautiful)** is attending Drive-Thru Paper Shredding at Little Elm Athletic Complex.  
September 26, 2020 · Little Elm, TX · 🌐

Way to shred Little Elmers!

The Town, Community Waste Disposal, and CoServ Electric partner with KLEB to hold semi-annual “Clean and Green” events for bulk waste and recycling, taking household hazardous waste, metals, oil, trees for mulch, paint, clothing, and more.

# TOWN OF LITTLE ELM: PUBLIC PARK TRASH COLLECTION EXPANSION FY2022-2023 NCTCOG Solid Waste Grant Application – Community Dedication

KLEB shows photos on social media of trash collected at annual events and cleaning up the lake.



# TOWN OF LITTLE ELM: PUBLIC PARK TRASH COLLECTION EXPANSION FY2022-2023 NCTCOG Solid Waste Grant Application – Community Dedication

The Town is a “Leave No Trace” affiliate, and also has over 30 “Adopt-a-Street” miles cleaned bi-annually by volunteers. Residents who rent facilities (pavilions, etc.) pay a “Leave No Trace” deposit, which is returned to them if they leave no litter or trash behind upon departure.



Town of Little Elm, Texas

July 16, 2019 · 🌐

Did you know we are a Leave No Trace town? 🗿 We love our beautiful outdoor amenities and we all want to keep them that way! 🌲🌞 Always pick up after yourself and leave no trace! 🧡🌟



Create an Account - Increase your productivity, customize your experience, and engage in information you care about.

- Streets Division
- Waste Water Division
- Fleet Services Division
- Water Division
- Solid Waste Division
- Mailbox Leveling Partnership Program
- Adopt-A-Street
- KLEB Scholarships
- Road Construction Projects

Agendas & Minutes

Request Center

Maps

### Adopt-A-Street

**LITTLE ELM BOOTS ON THE GROUND**  
**#KLEB**  
**#DMWT**

PICK YOUR CLEANUP LOCATION  
 PICK A DATE & TIME  
 ORGANIZE A TEAM  
 EMAIL KLEB YOUR EVENT DETAILS  
 WE'LL GET YOU HOOKED UP WITH SUPPLIES

  
**KLEB75069@GMAIL.COM**  
 OR 972-577-5536

  
**APRIL 7, 2019**

Show Little Elm you care about your community and the environment by adopting a street! The Adopt-A-Street program provides individuals, civic organizations, and others with an opportunity to help beautify their community by volunteering their services to collect litter alongside Little Elm streets.

[REGISTER YOUR EVENT WITH KEEP TEXAS BEAUTIFUL!](#)



1 Comment 3 Shares

# TOWN OF LITTLE ELM: PUBLIC PARK TRASH COLLECTION EXPANSION

## FY2022-2023 NCTCOG Solid Waste Grant Application

### **U.S. Army Corps of Engineers Lease for Little Elm Park**

A portion of the project, including installing trash compactors, masonry screening wall, and a portion of the trash bins, will occur at Little Elm Park, which is leased to the Town of Little Elm by the U.S. Army Corps of Engineers (USACE). The Town has leased this and Cottonwood Park land from USACE for decades, with the attached lease extending the agreement to 2045, with plans for perpetual extensions for the future. Please see the U.S. Army Corps of Engineers (USACE) lease for the Town of Little Elm, which allows the Town to develop recreational facilities and support amenities on the property: "The Lessee shall have the right, during the term of the lease, to erect such structures and to provide such equipment upon the Premises as may be necessary to furnish the facilities and services authorized." Each year, the Town submits an annual Development Plan to provide updates to the USACE regarding new facilities needed to meet current or potential public demand. The proposed project is in line with other projects undertaken to enhance trash collection and litter prevention, including the existing roll-off dumpsters and fenced area, and installing trash bins at parks. The Town anticipates no issues with USACE approval of the project in any way.

DEPARTMENT OF THE ARMY  
LEASE TO NON-STATE GOVERNMENTAL AGENCIES  
FOR PUBLIC PARK AND RECREATIONAL PURPOSES  
LEWISVILLE LAKE  
DENTON COUNTY, TEXAS

**THIS LEASE**, made on behalf of the United States, between the **SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, and **the Town of Little Elm**, hereinafter referred to as the Lessee.

**WITNESSETH:**

That the Secretary, by authority of Title 16, United States Code, Section 460d, and for the consideration hereinafter set forth, hereby leases to the Lessee, the property identified in **Exhibits A and B**, attached hereto and made a part hereof, hereinafter referred to as the Premises, for public park and recreational purposes.

**THIS LEASE** is granted subject to the following conditions:

**1. TERM**

Said Premises are hereby leased for a term of **Twenty Five (25) years**, beginning **February 1, 2020** and ending **January 31, 2045**. The Lessee shall have the option to extend the original term of the lease for an additional two successive periods ("extension terms") of **fifteen (15)** and **ten (10)** years each, provided that, as to each option, Lessee shall give notice to the Government of its election to extend such term at least eighteen (18) months prior to the time when the term then in force would otherwise expire; that, at the time when such extension is due, there shall not be any uncured event of default on the part of the Lessee; and that the term of this lease shall have been extended for the prior extension term, if any.

**2. CONSIDERATION**

The consideration for this lease is the operation and maintenance of the Premises by the Lessee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

### 3. NOTICES

All notices and correspondence to be given pursuant to this lease shall be addressed, if to the Lessee, to **the Town of Little Elm, Parks and Recreation Director, Chad Hyde, 100 West Eldorado Parkway, Little Elm, Texas 75068** and if to the United States, to the Real Estate Contracting Officer, Attention: Chief, Real Estate Division, ATTN: CESWF-RE-M, Post Office Box 17300, Fort Worth, TX 76102-0300; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

### 4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "Real Estate Contracting Officer ", or "said officer" shall include their duly authorized representatives. Any reference to "Lessee" shall include any sub-lessees, assignees, transferees, successors and their duly authorized representatives.

### 5. DEVELOPMENT PLANS

The Lessee shall be guided by an annual Plan of Operation and Maintenance in furtherance of the Lessee's implementing Plan of Recreation Development and Management (Development Plan) attached as **Exhibit C** which shows the facilities and services necessary to meet the current and potential public demand and the management and development activities to be undertaken by the Lessee and any sub-lessees. No later than December 31st of each year the Lessee will submit the annual Plan to be mutually agreed on between the Lessee and the Real Estate Contracting Officer. Such annual Plan shall include but is not limited to the following:

- a. Plans for management, maintenance and development activities to be undertaken by the Lessee and any sub-lessees.
- b. Report of the management, maintenance and development accomplishments of the Lessee for the preceding year.
- c. Report on any significant modification of policies or procedures which are planned for the following year as well as those implemented in the preceding year.
- d. Minor modifications to the Development Plan. Major modifications are to be accomplished by amendment to the Plan before proceeding to implement any changes in the development or management of the leased Premises.
- e. Budget of the Lessee for carrying out all activities for the upcoming year.

f. Personnel to be used in the management of the leased Premises.

g. Annual certification that all water and sanitary systems on the Premises have been inspected and comply with Federal, state and local standards. Lessee will also provide a statement of compliance with the Rehabilitations Act and the Americans with Disabilities Act, as required in the condition on **NON-DISCRIMINATION**, noting any deficiencies and providing a schedule for correction.

h. The use and occupation of the Premises shall be subject to the general supervision and approval of the Real Estate Contracting Officer. During the term of the lease, the Real Estate Contracting Officer will notify the Lessee of any updates to the existing project Master Plan affecting the Premises and the Lessee may provide comments.

## 6. STRUCTURE AND EQUIPMENT

The Lessee shall have the right, during the term of the lease, to erect such structures and to provide such equipment upon the Premises as may be necessary to furnish the facilities and services authorized. Those structures and equipment shall be and remain the property of the Lessee, except as otherwise provided in the Condition on **RESTORATION**. However, no structures may be erected or altered upon the Premises unless and until the type of use, design, and proposed location or alteration thereof shall have been approved in writing by the Real Estate Contracting Officer. The Real Estate Contracting Officer may require the Lessee, upon the completion of each of the proposed developments to furnish complete "as built" construction plans for all facilities.

## 7. APPLICABLE LAWS AND REGULATIONS

a. The Lessee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances, and regulations of the state, county, and municipality wherein the Premises are located, including, but not limited to, those regarding construction, health, safety, food service, water supply, sanitation, use of pesticides, and licenses or permits to do business. The Lessee shall make and enforce such regulations as are necessary and within its legal authority in exercising the privileges granted in this lease, provided that such regulations are not inconsistent with those issued by the Secretary of the Army or with the provisions of 16 U.S.C. § 460d.

b. The Lessee will provide an annual certification that all water and sanitary systems on the Premises have been inspected and comply with Federal, state and local standards. The Lessee will also provide a statement of compliance with the Rehabilitations Act and the Americans with Disability Act, as required in the condition on **NON-DISCRIMINATION**, noting any deficiencies and providing a schedule for correction.

## 8. CONDITION OF PREMISES

a. The Lessee acknowledges that it has inspected the Premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs, or additions thereto.

## 9. FACILITIES AND SERVICES

The Lessee shall provide the facilities and services as agreed upon in the Development Plan referred to in the Condition on **DEVELOPMENT PLANS** either directly or through subleases or concession agreements that have been reviewed and accepted by the Real Estate Contracting Officer. These subleases or agreements shall state: (1) that they are granted subject to the provisions of this lease; and (2) that the agreement will not be effective until the third party activities have been approved by the Real Estate Contracting Officer. The Lessee will not allow any third party activities with a rental to the Lessee or prices to the public which would give the third party an undue economic advantage or circumvent the intent of the Development Plan. The rates and prices charged by the Lessee or its sub-lessees or concessionaires shall be reasonable and comparable to rates charged for similar goods and services by others in the area. The use of sublessees and concessionaires will not relieve the Lessee from the primary responsibility for ensuring compliance with all of the terms and conditions of this lease.

## 10. TRANSFERS, ASSIGNMENTS, SUBLEASES

a. Without prior written approval of the Real Estate Contracting Officer, the Lessee shall neither transfer nor assign this lease nor sublet the Premises or any part thereof, nor grant any interest, privilege, or license whatsoever in connection with this lease.

b. The Lessee will not sponsor or participate in timeshare ownership of any structures, facilities, accommodations, or personal property on the Premises. The Lessee will not subdivide nor develop the Premises into private residential development.

## 11. FEES

Fees may be charged by the Lessee for the entrance to or use of the Premises or any facilities, however, no user fees may be charged by the Lessee or its sub-lessees for use of facilities developed in whole or part with federal funds if a user charge by the Corps of Engineers for the facility would be prohibited under law.

## **12. ACCOUNTS, RECORDS AND RECEIPTS**

All monies received by the Lessee from operations conducted on the Premises, including, but not limited to, entrance, admission and user fees and rental or other consideration received from its concessionaires, may be utilized by the Lessee for the administration, maintenance, operation and development of the Premises. Beginning 5 years from the date of this lease and continuing at 5-year intervals, any such monies not so utilized or programmed for utilization within a reasonable time shall be paid to the Real Estate Contracting Officer. The Lessee shall establish and maintain accurate records and accounts and provide an annual statement of receipts and expenditures to the Real Estate Contracting Officer. Annual or weekly entrance fees not collected on the Project, which also are honored at other recreational areas operated by the Lessee, are excluded from this requirement. The Real Estate Contracting Officer shall have the right to perform audits or to require the Lessee to audit the records and accounts of the Lessee, third party concessionaires and sub-lessees, in accordance with auditing standards and procedures promulgated by the American Institute of Certified Public Accountants or by the state, and furnish the Real Estate Contracting Officer with the results of such an audit.

## **13. PROTECTION OF PROPERTY**

The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee under this lease and shall exercise due diligence in the protection of all property located on the Premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to the satisfaction of the Real Estate Contracting Officer, or at the election of the Real Estate Contracting Officer, reimbursement may be made therefore by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to the Real Estate Contracting Officer.

## **14. RIGHT TO ENTER AND FLOOD**

The right is reserved to the United States, its officers, agents, and employees to enter upon the Premises at any time and for any purpose necessary or convenient in connection with Government purposes; to make inspections; to remove timber or other material, except property of the Lessee; to flood the Premises; to manipulate the level of the lake or pool in any manner whatsoever; and/or to make any other use of the land as may be necessary in connection with project purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

**15. LIGHTS, SIGNALS AND NAVIGATION**

There shall be no unreasonable interference with navigation by the exercise of the privileges granted by this lease. If the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the Coast Guard or by the Real Estate Contracting Officer shall be installed and maintained by and at the expense of the Lessee.

**16. INSURANCE**

a. At the commencement of this lease, the Lessee, unless self-insured, and its sub-lessees and concessionaires at the commencement of operating under the terms of this lease as third parties, shall obtain from a reputable insurance company or companies contracts of liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices or a minimum Combined Single Limit of \$250,000, whichever is greater, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons, resulting from the operations of the Lessee, sub-lessees and concessionaires under the terms of this lease. The Lessee shall require its insurance company to furnish to the Real Estate Contracting Officer a copy of the policy or policies, or, if acceptable to the Real Estate Contracting Officer, certificates of insurance evidencing the purchase of such insurance. The Real Estate Contracting Officer shall have the right to review and revise the amount of minimum liability insurance required.

b. The insurance policy or policies shall specifically provide protection appropriate for the types of facilities, services and products involved; and shall provide that the Real Estate Contracting Officer be given thirty (30) days notice of any cancellation or change in such insurance.

c. In the event the Lessee is self-insured, the Lessee shall certify such self-insurance in writing in the minimum amount specified above to the Real Estate Contracting Officer. The Lessee's insurance status shall not eliminate the requirement for its sub-lessees and concessionaires to have insurance from a reputable insurance carrier as set out above.

d. The Real Estate Contracting Officer may require closure of any or all of the Premises during any period for which the Lessee and/or its sub-lessees and concessionaires do not have the required insurance coverage.

**17. RESTORATION**

On or before the expiration of this lease or its termination by the Lessee, the Lessee shall vacate the Premises, remove the property of the Lessee, and restore the

Premises to a condition satisfactory to the Real Estate Contracting Officer. If, however, this lease is revoked, the Lessee shall vacate the Premises, remove said property therefrom, and restore the Premises to the aforesaid condition within such time as the Real Estate Contracting Officer may designate. In either event, if the Lessee shall fail or neglect to remove said property and restore the Premises, then, at the option of the Real Estate Contracting Officer, said property shall either become the property of the United States without compensation therefor, or the Real Estate Contracting Officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Lessee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this lease in restoring the Premises.

### **18. NON-DISCRIMINATION**

a. The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the leased Premises, because of race, color, religion, sex, age, handicap, or national origin. The Lessee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural And Transportation Barriers Compliance Board.

b. The Lessee, by acceptance of this lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directives 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Lessee, its agents, successors, transferees, sublessees and assignees.

### **19. SUBJECT TO EASEMENTS**

This lease is subject to all existing easements, easements subsequently granted, and established access routes for roadways and utilities located, or to be located, on the Premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of the Real Estate Contracting Officer, interfere with developments, present or proposed, by the Lessee. The Lessee will not close any established access routes without written permission of the Real Estate Contracting Officer.

## **20. SUBJECT TO MINERAL INTERESTS**

This lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM) which has responsibility for mineral development on federal lands. The Secretary will provide lease stipulations to BLM for inclusion in said mineral leases that are designed to protect the Premises from activities that would interfere with the Lessee's operations or would be contrary to local law.

## **21. COMPLIANCE, CLOSURE, REVOCATION AND RELINQUISHMENT**

a. The Lessee and/or any sub-lessees or licensees are charged at all times with full knowledge of all the limitations and requirements of this lease, and the necessity for correction of deficiencies, and with compliance with reasonable requests by the Real Estate Contracting Officer. This lease may be revoked in the event that the Lessee violates any of the terms and conditions and continues and persists in such non-compliance, or fails to obtain correction of deficiencies by sub-lessees or licensees. The Lessee will be notified of any non-compliance, which notice shall be in writing or shall be confirmed in writing, giving a period of time in which to correct the non-compliance. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time is grounds for closure of all or part of the Premises, temporary suspension of operation, or revocation of the lease, after notice in writing of such intent. Future requests by the Lessee to extend the lease, expand the Premises, modify authorized activities, or assign the lease shall take into consideration the Lessee's past performance and compliance with the lease terms.

b. This lease may be relinquished by the Lessee by giving one (1) year prior written notice to the Real Estate Contracting Officer in the manner prescribed in the Condition on **NOTICES**.

## **22. HEALTH AND SAFETY**

a. The Lessee shall keep the Premises in good order and in a clean, sanitary, and safe condition and shall have the primary responsibility for ensuring that any sub-lessees and concessionaires operate and maintain the Premises in such a manner.

b. In addition to the rights of revocation for non-compliance, the Real Estate Contracting Officer, upon discovery of any hazardous conditions on the Premises that presents an immediate threat to health and/or danger to life or property, will so notify the Lessee and will require that the affected part or all of the Premises be closed to the public until such condition is corrected and the danger to the public eliminated. If the condition is not corrected within the time specified, the Real Estate Contracting Officer will have the option to: (1) correct the hazardous conditions and collect the cost of repairs from the Lessee; or, (2) revoke the lease. The Lessee and its assignees or sub-

lessees shall have no claim for damages against the United States, or any officer, agent, or employee thereof on account of action taken pursuant to this condition.

### 23. PUBLIC USE

No attempt shall be made by the Lessee, or any of its sub-lessees or concessionaires, to forbid the full use by the public of the Premises and of the water areas of the project, subject, however, to the authority and responsibility of the Lessee to manage the Premises and provide safety and security to the visiting public.

### 24. PROHIBITED USES

a. The Lessee shall not permit gambling on the Premises or install or operate, or permit to be installed or operated thereon, any device which is illegal, or use the Premises or permit them to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the Premises any activity which would constitute a nuisance.

b. As an exception, some games of chance, such as raffles, games and sporting events, may be conducted by nonprofit organizations under special use permits issued in conjunction with special events, if permissible by state and local law. Any request to conduct such activities must be submitted in writing to the Real Estate Contracting Officer.

c. In accordance with state and local laws and regulations, the Lessee may sell, store, or dispense, or permit the sale, storage, or dispensing of beer, malt beverages, light wines or other intoxicating beverages on the Premises in those facilities where such service is customarily found. Bar facilities will only be permitted if offered in connection with other approved activities. Advertising of such beverages outside of buildings is not permitted. Carry out package sales of hard liquor is prohibited.

### 25. NATURAL RESOURCES

The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the Premises, except as may be authorized under and pursuant to the Development Plan described in the Condition on **DEVELOPMENT PLANS** herein. The Lessee may salvage fallen or dead timber; however, no commercial use shall be made of such timber. Except for timber salvaged by the Lessee when in the way of construction of improvements or other facilities, all sales of forest products will be conducted by the United States and the proceeds therefrom shall not be available to the Lessee under the provisions of this lease.

**26. DISPUTES CLAUSE**

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. 1701-1709) (the Act), all disputes arising under or relating to this lease shall be resolved under this clause and the provisions of the Act.

b. "Claim", as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under this lease, unlike a claim relating to this lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the Lessee. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph c.(2) below. The routine request for rental payments that is not in dispute is not a claim under the Act. The request may be converted to a claim under the Act, by this clause, if it is disputed either as a liability or amount or is not acted upon in a reasonable time.

c.

(1) A Claim by the Lessee shall be made in writing and submitted to the Real Estate Contracting Officer for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the Real Estate Contracting Officer.

(2) For Lessee claims exceeding \$100,000, the Lessee shall submit with the claim a certification that—

(i) the claim is made in good faith; and

(ii) supporting data are accurate and complete to the best of the Lessee's knowledge and belief;

(iii) and the amount requested accurately reflects the lease adjustment for which the Lessee believes the Government is liable.

(3) If the Lessee is an individual, the certificate shall be executed by that individual. If the Lessee is not an individual, the certification shall be executed by –

(i) a senior company official in charge of the Lessee's location involved; or

(ii) an officer or general partner of the Lessee having overall responsibility of the conduct of the Lessee's affairs.

d. For Lessee claims of \$100,000 or less, the Real Estate Contracting Officer must, if requested in writing by the Lessee, render a decision within 60 days of the request. For Lessee-certified claims over \$100,000, the Real Estate Contracting Officer

must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

e. The Real Estate Contracting Officer's decision shall be final unless the Lessee appeals or files a suit as provided in the Act.

f. At the time a claim by the Lessee is submitted to the Real Estate Contracting Officer or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph c.(2) of this clause, and executed in accordance with paragraph c.(3) of this clause.

g. The Government shall pay interest or the amount found due and unpaid by the Government from (1) the date the Real Estate Contracting Officer received the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Real Estate Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim. Rental amounts due to the Government by the Lessee will have interest and penalties as set out in the condition on **CONSIDERATION**.

h. The Lessee shall proceed diligently with the performance of the lease, pending final resolution of any request for relief, claim, or action arising under the lease, and comply with any decision of the Real Estate Contracting Officer.

## **27. ENVIRONMENTAL PROTECTION**

a. Within the limits of their respective legal powers, the parties to this lease shall protect the project against pollution of its air, ground, and water. The Lessee shall comply promptly with any laws, regulations, conditions or instructions affecting the activity hereby authorized, if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the leased area is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency, are hereby made a condition of this lease. The Lessee shall require all sanitation facilities on boats moored at the Lessee's facilities, including rental boats, to be sealed against any discharge into the lake. Services for waste disposal, including sewage pump-out of watercraft, shall be provided by the Lessee as appropriate. The Lessee shall not discharge waste or effluent from the Premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from activities of the Lessee, the Lessee shall be liable to restore the damaged resources.

c. The Lessee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the Premises.

## **28. PHASE I ENVIRONMENTAL SITE ASSESSMENT**

A Phase I Environmental Site Assessment (ESA), documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as **EXHIBIT D**. Upon expiration, revocation or relinquishment of this lease another ESA shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the Lessee in accordance with the condition on **RESTORATION**.

## **29. HISTORIC PRESERVATION**

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the Premises, the Lessee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

## **30. SOIL AND WATER CONSERVATION**

The Lessee shall maintain in a manner satisfactory to the Real Estate Contracting Officer, all soil and water conservation structures that may be in existence upon said Premises at the beginning of, or that may be constructed by the Lessee during the term of, this lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the Premises. Any soil erosion occurring outside the Premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the Real Estate Contracting Officer.

## **31. TRANSIENT USE**

a. Camping, including transient trailers or recreational vehicles, at one or more campsites for a period longer than fourteen (14) days during any thirty (30) consecutive day period is prohibited, unless permitted in writing by Real Estate Contracting Officer. The authority to grant local extension will NOT be delegated to Gate Attendants. Unlimited local extensions may be freely granted, in a maximum of 14-day increments, during the period from November 1 to February 29 and from March 1 to October 31, as

long as the customer's total length of stay (including extensions) does NOT exceed 42 days during any 60 consecutive day period.

b. Occupying any lands, buildings, vessels or other facilities within the Premises for the purpose of maintaining a full- or part-time residence is prohibited, except for employees residing on the Premises for security purposes, if authorized by the Real Estate Contracting Officer.

### **32. COVENANT AGAINST CONTINGENT FEES**

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this lease without liability or, in its discretion, to require the Lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

### **33. OFFICIALS NOT TO BENEFIT**

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefits to arise therefrom. However nothing herein contained shall be construed to extend to any incorporated company if the lease be for the general benefit of such corporation or company.

### **34. MODIFICATIONS**

This lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative and this provision shall apply to this condition as well as all other conditions of this lease.

### **35. DISCLAIMER**

This lease is effective only insofar as the rights of the United States in the Premises are concerned; and the Lessee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this lease does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC Section 403), and Section 404 of the Clean Waters Act (33 USC Section 1344), Section 408 (33 U.S.C. § 408) or any

other permit or license which may be required by Federal, state, interstate or local laws in connection with the use of the Premises.

### **36. DETERMINATION REGARDING EXECUTIVE ORDER 13658**

Any reference in this section to "prime contractor" or "contractor" shall mean the Lessee and any reference to "contract" shall refer to the Lease.

The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of labor in 29 CFR Part 10 pursuant to the Executive Order, and the following provisions.

#### **a. Minimum Wages.**

(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be \$10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Orders beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the

minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

**(5)** If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

**b. Withholding.** The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

**c. Contract Suspension/Contract Termination/Contractor Debarment.** In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR Part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR Part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

**d.** The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

**e.** Nothing herein shall relieve the contractor of any obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.10 (or the minimum wage as established each January thereafter) to any worker.

**f. Payroll Records.**

**(1)** The contractor shall make and maintain for three years of records containing the information specified in paragraphs f(1)(i) through (vi) of this section for

each worker and shall make the records available for inspection and transcription by authorized representative of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and social security number.
- (ii) The worker's occupation(s) or classification(s).
- (iii) The rate or rates of wages paid.
- (iv) The number of daily and weekly hours worked by each worker.
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR Part 10 and this contract, and in the cause of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representative of the Wage and Hour Division to conduct investigation, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulation; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

**g.** The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

**h.** Certification of Eligibility.

(1) By entering into this contract, the contractor (an officials thereof) certifies

that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

i. Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

(1) The employer must inform the tipped employee in advance of the use of the tip credit;

(2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

(3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

(4) The employer must be able to show by records that the tipped employee received at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

j. Anti-retaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR Part 10, or has testified or is about to testify in any such proceeding.

k. Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes

clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

**I. Notice.** The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

m. If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

### **37. DETERMINATION REGARDING EXECUTIVE ORDER 13706**

Any reference in this section to "prime contractor" or "contractor" shall mean the Lessee and any reference to "contract" shall refer to the Lease.

a. Executive Order 13706. This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

b. Paid Sick Leave.

**(1)** The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.

**(2)** The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

**(3)** The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.

**c. Withholding.** The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any and/or benefits denied or lost be reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

**d. Contract Suspension/Contract Termination/Contractor Debarment.** In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

**e.** The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wages or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

**f.** Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

**g.** Recordkeeping.

**(1)** Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i)** Name, address, and Social Security number of each employee;
- (ii)** The employee's occupation(s) or classifications(s);
- (iii)** The rate or rates of wages paid (including all pay and benefits provided);
- (iv)** The number of daily and weekly hours worked;
- (v)** Any deductions made;
- (vi)** The total wages paid (including all pay and benefits provided) each pay period;
- (vii)** A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);
- (viii)** A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;
- (ix)** Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in §13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);
- (x)** A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);

**(xi)** Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;

**(xii)** Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;

**(xiii)** The relevant covered contract;

**(xiv)** The regular pay and benefits provided to an employee for each use of paid sick leave; and

**(xv)** Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

**(2)(i)** If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time they asked to use paid sick leave.

**(ii)** If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or (iii), the contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use their paid sick leave during any work time for the contractor.

**(3)** In the event a contractor is not obligated by the Service Contract Act, the Davis-Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirement, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

**(4)(i)** Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

**(ii)** If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirement of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

**(iii)** The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

**(5)** The contractor shall permit authorized representative of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

**(6)** Nothing in this contract clause limits or otherwise modifies the contractor's recordkeeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

**h.** The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

**i. Certification of Eligibility.**

**(1)** By entering into this contract, the contractor (an officials thereof) certifies that neither it (nor he or she) nor any person of firm who has an interest in the contractor's firm is a person of firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

**(2)** No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to received Federal contracts

currently maintained on the System for Award Management Web site,  
<http://www.SAM.gov>.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**j. Interference/Discrimination.**

(1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification of other documentation provided to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

(2) A contractor may not discharge or in any other manner discriminate against any employee for:

(i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13;

(iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

k. Waiver. Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

l. Notice. The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether

external or internal, and customarily used for notices to employees about terms and conditions of employment.

m. Disputes concerning labor standards. Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

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IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army this 20th day of October, 2020.



Rocky D. Lee  
District Chief, Real Estate Division  
Real Estate Contracting Officer

THIS LEASE is also executed by the Lessee this 1st day of September, 2020.

Town of Little Elm



Name

Town Manager

Title

**CERTIFICATE OF AUTHORITY**

I Kathy Phillips, certify that I am the Town Secretary  
of **The Town of Little Elm**, named as the grantee herein; and that  
Matt Moresca, who signed the foregoing instrument on behalf of  
**The Town of Little Elm**, was then Town Manager of **The Town of Little Elm**.  
I further certify that the said officer was acting within the scope of powers delegated to  
this officer by the governing body of **The Town of Little Elm**, in executing said  
instrument.

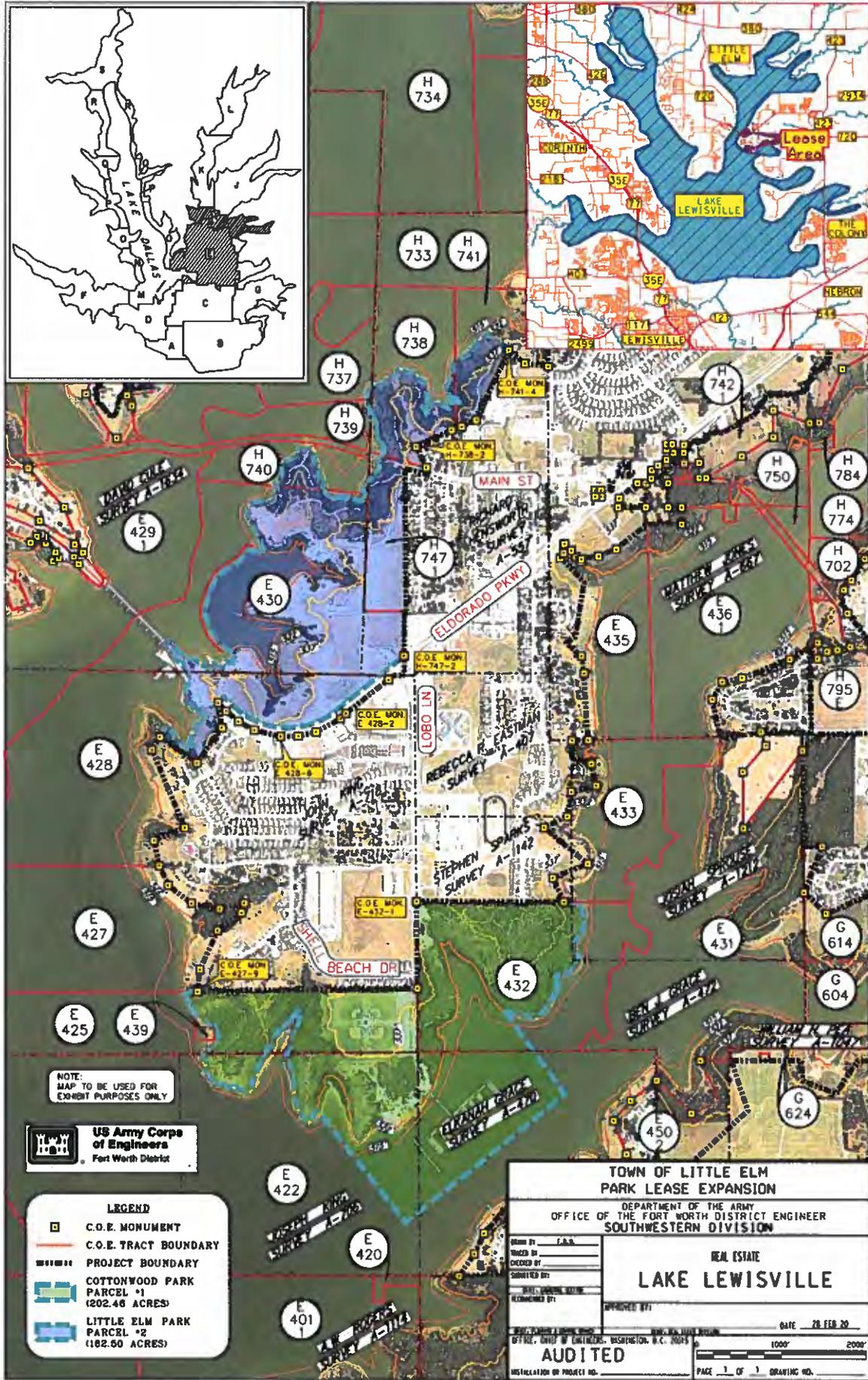
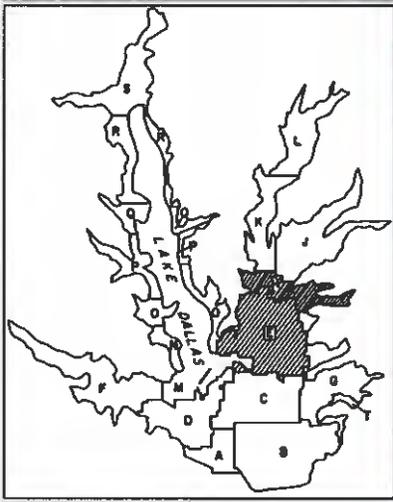
Date 9-25-2020

[Signature]  
Authorized Representative

Town Secretary  
(Title)



**NOTE: This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the individual signing the attached instrument cannot be the same person.**



NOTE:  
MAP TO BE USED FOR  
EXHIBIT PURPOSES ONLY



- LEGEND**
- C.O.E. MONUMENT
  - C.O.E. TRACT BOUNDARY
  - PROJECT BOUNDARY
  - COTTONWOOD PARK PARCEL #1 (202.46 ACRES)
  - LITTLE ELM PARK PARCEL #2 (182.50 ACRES)

<b>TOWN OF LITTLE ELM PARK LEASE EXPANSION</b>	
DEPARTMENT OF THE ARMY OFFICE OF THE FORT WORTH DISTRICT ENGINEER SOUTHWESTERN DIVISION	
DRAWN BY: <input type="text"/> CHECKED BY: <input type="text"/> SUBMITTED BY: <input type="text"/> DATE: <input type="text"/>	<b>REAL ESTATE</b> <b>LAKE LEWISVILLE</b>
APPROVED BY: <input type="text"/> DATE: 28 FEB 20	<b>AUDITED</b> PAGE 1 OF 1 DRAWING NO.

LEWISVILLE RESERVOIR  
TRINITY REGION PROJECT

PARK LEASE EXPANSION

Grantee: Town of Little Elm

Acres: 364.96

A DESCRIPTION OF 364.96 ACRES OF LAND, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED IN THE FOLLOWING TWO (2) LEASE PARCELS;

Parcel 1 (202.46 Acres)

**Being** a 202.46 acre parcel of land situated in the Elkanah Grace Survey, Abstract No. 470, B. Grace Survey, Abstract No. 472, Joseph King Survey, Abstract No. 706, John King Survey, Abstract No. 693, and John King Survey, Abstract No. 718, all in Denton County, Texas; said parcel also being a portion of that certain called 303.75 acre tract of land awarded to the United States of America (called Lewisville Reservoir Tract No. E-422) recorded in Civil Action 751 filed 21 April 1952 in the District Court of the U.S. for the Eastern District of Texas, Sherman Division, being a portion of that certain called 100.00 acre tract of land awarded to the United States of America (called Lewisville Reservoir Tract No. E-425) recorded in Civil Action 805 filed 14 August 1952 in the District Court of the U.S. for the Eastern District of Texas, Sherman Division, being a portion of that certain called 1.20 acre tract of land awarded to the United States of America (called Lewisville Reservoir Tract No. E-439) recorded in Civil Action 773 filed 11 June 1952 in the District Court of the U.S. for the Eastern District of Texas, Sherman Division, being a portion of that certain called 89.50 acre tract of land described in General Warranty Deed to the United States of America (called Lewisville Reservoir Tract No. E-432) as recorded in Volume 379, Page 549 of the Deed Records of Denton County, Texas, said being more particularly described as follows:

**BEGINNING** at C.O.E. monument E-427-9 situated on the northern borders of herein described lease and C.O.E. tract E-425;

**THENCE** South 89°05'20" East following along said common borders a distance of 2595.50 feet to C.O.E. monument 425-1, positioned at the northeast corner of said tract E-425 and situated on the western border of C.O.E. tract E-432;

**THENCE** North 00°29'21" West charting along said western border a distance of 1021.03 feet to C.O.E. monument 432-1, positioned at the northwest corner of said tract E-432;

**THENCE** South 89°51'10" East plotting along the northern borders of said tract E-432 and herein described lease a distance of 1737.09 feet to C.O.E. monument E-433-12, located at the southwest corner of C.O.E. tract E-433, situated on the northern borders of said lease and C.O.E. tract E-432;

**THENCE** continuing along said course, respectively following along said borders a distance of 36.17 feet to a point on the 522' conservation pool contour for Lake Lewisville;

**THENCE** charting along said elevation in a southwesterly direction a distance of 2554.56 feet, to an interior corner located on the eastern border of herein described lease;

**THENCE** South 36°14'57" East departing said conservation pool elevation, entering into the inner coastal waters of Lake Lewisville, crossing over the northern border of C.O.E. tract E-422 at approximately 585.93 feet and continuing along said course a total distance of 1214.37 feet to the southeastern-most corner of herein described;

**THENCE** South 51°07'31" West a distance of 2410.00 feet to the southwestern-most corner of herein described;

**THENCE** North 38°23'33" West a distance of 1694.93 feet to said conservation pool elevation;

**THENCE** plotting along said elevation in a northwesterly direction over and across C.O.E. tracts E-422, E-425, E-422 (re-entry) and E-425 (re-entry), respectively, a distance of 2554.56 feet, to the respective north-south borders C.O.E. tracts E425 and E-427, said point situated at the northwest corner of herein described;

**THENCE** North 89°40'01" East following along said north-south border, departing said conservation pool elevation a distance of 154.86 feet to **THE POINT OF BEGINNING**, and containing 202.46 acres of land, more or less.

Parcel 2 (162.50 Acres)

**Being** a 162.50 acre parcel of land situated in the Richard Hensworth Survey, Abstract No. 557, John King Survey, Abstract No. 718, David Cule Survey, Abstract No. 1634, all in Denton County, Texas; said parcel also being a portion of that certain called 246.55 acre tract of land awarded to the United States of America (called Lewisville Reservoir Tract No. E-428) recorded in Civil Action 772 filed 17 July 1952 in the District Court of the U.S. for the Eastern District of Texas, Sherman Division, being a portion of that certain called 98.00 acre tract of land awarded to the United States of America (called Lewisville Reservoir Tract No. H-738) recorded in Civil Action 951 filed 6 August 1953 in the District Court of the U.S. for the Eastern District of Texas, Sherman Division, being a portion of that certain called 16.76 acre tract of land awarded to the United States of America (called Lewisville Reservoir Tract No. H-739) recorded in Civil Action 891 filed 16 May 1953 in the District Court of the U.S. for the Eastern District of Texas, Sherman Division, being a portion of that certain called 20.70 acre tract of land awarded to the United States of America (called Lewisville Reservoir Tract No. H-740) recorded in Civil Action 891 filed 16 May 1953 in the District Court of the U.S. for the Eastern District of Texas, Sherman Division, being a portion of that certain called 23.80 acre tract of land awarded to the United States of America (called Lewisville Reservoir Tract No. H-741) recorded in Civil Action 891 filed 16 May 1953 in the District Court of the U.S. for the Eastern District of Texas, Sherman Division, being a portion of that certain called 20.02 acre tract of land awarded to the United States of America (called Lewisville Reservoir Tract No. H-747-1) recorded in Civil Action 891 filed 16 May 1953 in the District Court of the U.S. for the Eastern District of Texas, Sherman Division, being a portion of that certain called 128.00 acre tract of land described in

General Warranty Deed to the United States of America (called Lewisville Reservoir Tract No. E-430) as recorded in Volume 381, Page 395 of the Deed Records of Denton County, Texas, being a portion of that certain called 7.67 acre tract of land described in General Warranty Deed to the United States of America (called Lewisville Reservoir Tract No. H-737) as recorded in Volume 390, Page 130 of the Deed Records of Denton County, Texas said being more particularly described as follows:

**BEGINNING** at C.O.E. monument H-747-2, located on the northern border of Eldorado Parkway and situated at the southeastern-most corner of herein described parcel;

**THENCE** respectively following along the north-south borders of said parkway and described parcel, over and across C.O.E. tracts E-430, E-428 and E-430 (re-entry), respectively, the following (3) three courses:

- 1) South 51 degrees 38 minutes 01 seconds West a distance of 1061.37 feet to a curve to the right (LC= N87°13'50"W-1172.88 Feet);
- 2) 1277.45 feet with the arc of said curve having a radius of 900.00 feet to a point of tangency;
- 3) North 46 degrees 34 minutes 05 seconds West a distance of 168.37 feet to a corner;

**THENCE** South 43°25'55" West, over and across said Eldorado Parkway a distance of 97.42 feet to C.O.E. monument E-428-10;

**THENCE** continuing along the southern border of herein described parcel, the following (3) three courses:

- 1) South 08 degrees 56 minutes 10 seconds East a distance of 294.76 feet to C.O.E. monument E-428-11;
- 2) South 35 degrees 52 minutes 47 seconds West a distance of 512.74 feet to C.O.E. monument E-428-12;
- 3) North 55 degrees 04 minutes 23 seconds West a distance of 523.57 feet to C.O.E. monument E-428-13, positioned at the southwestern-most corner of herein described;

**THENCE** North 32 degrees 33 minutes 32 seconds East a distance of 171.56 feet to a point on the 522' conservation pool contour for Lake Lewisville;

**THENCE** plotting along said elevation in a northerly direction over and across C.O.E. tracts E-428 and E-430, respectively, a distance of 3317.82 feet, from whence C.O.E. monument E-428-10 bears South 19°15'18" West a distance of 613.60 feet;

**THENCE** departing said conservation pool elevation, entering into the inner coastal waters of Lake Lewisville, charting approximately 460.00 feet from said elevation and continuing along

said course in a northerly direction a distance of 1802.96 feet to a re-entry situated along said conservation pool;

**THENCE** charting along said elevation in a northeasterly direction over and across C.O.E. tracts E-430, H-740, E-430 (re-entry), H-740 (re-entry), H-747-1, H-738, H-739, H-737, H-738 (re-entry), H-741, H-738 (re-entry), H-741 (re-entry), respectively, a distance of 8668.37 feet, to the northernmost corner of herein described parcel;

**THENCE** South 50 degrees 47 minutes 12 seconds East departing said elevation and following along the northern border of described parcel a distance of 305.88 feet to C.O.E. monument H-741-4, positioned at the northeastern-most corner of said parcel;

**THENCE** plotting along the eastern border of described parcel, the following (9) nine courses:

- 1) South 24 degrees 49 minutes 35 seconds West a distance of 905.48 feet to C.O.E. monument H-745-5;
- 2) South 65 degrees 12 minutes 28 seconds West a distance of 191.46 feet to C.O.E. monument H-738-1;
- 3) South 71 degrees 53 minutes 14 seconds West a distance of 122.30 feet to C.O.E. monument H-X;
- 4) South 64 degrees 48 minutes 59 seconds West a distance of 458.43 feet to C.O.E. monument H-738-2;
- 5) South 26 degrees 27 minutes 42 seconds East passing at a distance of 275.19 feet to C.O.E. monument H-738-3 and continuing along said course over and across Main Street Boulevard to the southern border thereof, for a total distance of 366.52 feet;
- 6) North 76 degrees 40 minutes 13 seconds West a distance of 299.98 feet;
- 7) South 00 degrees 27 minutes 18 seconds East a distance of 1677.52 feet;
- 8) South 89 degrees 34 minutes 08 seconds West a distance of 18.52 feet;
- 9) South 00 degrees 32 minutes 57 seconds West a distance of 523.57 feet to the **POINT OF BEGINNING**, containing 162.50 acres of land more or less.

This product was calculated from CADD systems software prepared by the U.S. Army Corps of Engineers utilizing spatial reference from various data sources. Data and product accuracy may vary. They may be developed from sources of differing accuracy, accurate only at certain scales, based on modeling or interpretation, incomplete while being created or revised, etc... Using CADD products for purposes other than those for which they were created may yield inaccurate or misleading results. The Corps of Engineers makes no guarantees to the accuracy of this legal description.

**RESERVED**

**DEVELOPMENT PLAN**

**LITTLE ELM PARK**

**RESERVED**

**DEVELOPMENT PLAN  
COTTONWOOD PARK &  
COTTONWOOD MARINA**

## **PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA)**

**1. REAL PROPERTY TRANSACTION:** The U.S. Army Corps of Engineers proposes to issue Lease No. DACW63-1-20-0550, which will allow The Town of Little Elm to continue use of approximately 364.96 acres containing both land and water. Within the lease area is Cottonwood Park, Cottonwood Marina, and Little Elm Park. The lease area has baseball fields, soccer fields, sand volleyball courts, concession stands, restrooms, storage buildings, a well house, picnic tables and shelters, pavilions, amphitheater, metal cookers, parking lots, a boat ramp and courtesy dock, a swim beach, utility lines, a fuel storage tank, service hoist, waste recovery system, and a marina with 6 docks and 740 total allowable slips. Total lease area is allowed 840 slips total, for public park and recreation purposes, Lewisville Lake, Texas. The new lease will become effective February 1, 2020 and expire on January 31, 2045. The lease has two successive periods of 15, and then 10 year options to exercise the renewal of the lease premises as stated in Condition No. 1 of Lease No. DACW63-1-20-0550.

a. A **COMPREHENSIVE RECORDS SEARCH** was conducted which included a review of the following areas:

- 1) Real Estate Division files;
- 2) Real Estate Division maps;
- 3) Lewisville Master plan;
- 4) Operations Division files;
- 5) Environmental Review Guide for Operations (ERGO).

b. **INTERVIEWS WERE CONDUCTED** with the following: The U.S. Army Corps of Engineers Natural Resources Specialist, Mr. Nicholas Wilson and The Town of Little Elm Parks and Recreation Director, Mr. Chad Hyde on November 27, 2018.

c. A **SITE INVESTIGATION** was performed by Mr. Wilson on November 27, 2018, which consisted of a visual inspection of the area.

## 2. STATEMENT OF FINDINGS

### a. COMPREHENSIVE RECORDS SEARCH SUMMARY

A complete search of the District files which pertain to the proposed lease area was made as stated in 1.a. above. The records search revealed no other evidence of any hazardous substance being stored, released or disposed of on the property involved. The operating plans and historical records also showed no other evidence of any activity which would have contaminated the property with hazardous substances. An Environmental Baseline Survey was completed on 20 September 2018 and approved on 01 October 2019 and may be found in the lease files.

### b. SITE INVESTIGATION SUMMARY

A site investigation of the proposed lease area was made as stated in 1.c. above. This visual inspection revealed no unusual odors, stained soils, stressed vegetation, suspicious seepage, manmade land features, unnatural surface features or other evidence that would indicate the presence of hazardous wastes. Based on this inspection it was determined no hazardous substance has been stored, released or disposed of on the property involved. Project personnel have no other knowledge of past activities which might have created a hazardous situation.



Prepared By: VICKI WEBB  
Realty Specialist  
Management and Disposal Branch

19 Oct 2020

Date



Approved By: ROCKY D. LEE  
District Chief, Real Estate Division  
Real Estate Contracting Officer

20 Oct 2020

Date



**Date:** 06/01/2021  
**Agenda Item #:** 6. H.  
**Department:** Development Services  
**Strategic Goal:** Ensure excellence in public services while keeping up with the growth in the community  
**Staff Contact:** Wesley Brandon, Town Engineer

---

**AGENDA ITEM:**

Consider Action to Approve an **Encroachment Agreement with CoServ Electric regarding the Siri's Crossing Development.**

**DESCRIPTION:**

Siri's Crossing is a commercial development located at the southeast intersection of FM 423 and Smotherman Road. The development is currently under construction, and the route required to provide electric services to the proposed building crosses an existing Town-owned water line easement located along Smotherman Road. CoServ Electric has requested an encroachment agreement that would give them the right to install electrical facilities within the area needed to cross the easement and serve the property.

**BUDGET IMPACT:**

This request has no budget impact.

**RECOMMENDED ACTION:**

Staff recommends approval.

---

**Attachments**

Proposed Encroachment Agreement

THE STATE OF TEXAS                   §  
  §           KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF DENTON                   §

**ENCROACHMENT AGREEMENT**

THIS ENCROACHMENT AGREEMENT (this “**Agreement**”) is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 2021, by and Town of Little Elm, Texas, a Texas general law municipality (“**Town**”), and Denton County Electric Cooperative, Inc. d/b/a CoServ Electric, a Texas electric cooperative corporation (“**CoServ**”). CoServ and Town are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

**RECITALS**

WHEREAS, Town has existing easement rights in certain real property by virtue of that certain Sewer and Water Utilities Easement and Temporary Construction Easement (Parcel Nos. 101, 102 and 204), recorded as Instrument No. 2009-102459 in the Official Records of Denton County, Texas (the “**Town Easement**”), such real property being more particularly described in the Town Easement and referred to in this Agreement as the “**Town Easement Property**”); and

WHEREAS, pursuant to CoServ’s agreement(s) with the owner(s) of the Town Easement Property, CoServ has acquired, or will acquire, certain easements, rights-of-way and other rights (collectively, the “**CoServ Easement**”) to occupy and use a portion(s) of such owner’s property, including the Town Easement Property (such portion(s) being hereinafter called the “**CoServ Easement Property**”), in, on and under which CoServ has constructed, or plans to construct, and is or will be the owner of, certain underground-type electric transmission and/or electric distribution line or lines and other equipment (the “**CoServ Facilities**”); and

WHEREAS, the CoServ Facilities currently encroach or will encroach into the Town Easement Property as shown or described on Exhibit A attached hereto and incorporated herein for all purposes (the “**Encroachment**”); and

WHEREAS, CoServ has requested Town to allow the Encroachment of the CoServ Facilities into the Town Easement Property, and Town has agreed to CoServ’s request, subject to the execution of this Agreement.

**AGREEMENTS**

NOW THEREFORE, in consideration of the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged and confessed by each of the Parties, the Parties hereby agree as follows:

1. Town hereby consents to the Encroachment, subject to the terms, conditions and limitations of this Agreement.

2. CoServ and Town agree that, except for the Encroachment, no other encroachment into the Town Easement Property is or will be created, consented to or waived by this Agreement. CoServ is solely responsible for any and all other authorizations (including, without limitation, any authorizations from each owner of the CoServ Easement Property) necessary or advisable to permit the location and existence of the CoServ Facilities in the manner contemplated by this Agreement.

3. CoServ may perform any other construction, maintenance, reconstruction, replacement, reconstituting, rebuilding, upgrading, inspection, patrol, or repair of the CoServ Facilities at any time and for any purpose; provided, however, (i) such work does not unreasonably interfere with the Town Easement Property and/or Town's exercise of its rights under the Town Easement, and (ii) the CoServ Facilities may not be relocated or modified in any way that will change the nature of the Encroachment granted hereunder, except by written agreement of the parties hereto.

4. CoServ waives, releases, and agrees to hold harmless and indemnify Town and its agents, servants, employees, contractors, subcontractors, successors and assigns, from any loss, damage, liability, or expense that may arise as a result of CoServ's negligent, grossly negligent, or reckless acts or willful misconduct in the construction, placement, operation, maintenance, reconstruction, replacement, relocation, reconstituting, change in the size or nature of, rebuilding, upgrading, expansion, removal, inspection, patrolling, or repairing of the CoServ Facilities.

5. Town waives, releases, and agrees to hold harmless and indemnify CoServ and its agents, servants, employees, directors, members, contractors, subcontractors, successors and assigns, from any loss, damage, liability, or expense that may arise as a result of Town's negligent, grossly negligent, or reckless acts or willful misconduct in the construction, placement, operation, maintenance, reconstruction, replacement, relocation, reconstituting, change in the size or nature of, rebuilding, upgrading, removal, inspection, patrolling, or repairing of the Town Facilities.

6. This Agreement is binding upon and inures to the benefit of CoServ and Town and their respective successors and assigns, constitutes a covenant running with the land, and shall be recorded in the real property records of the county(ies) in which the Property is located as notice to all subsequent owners of the Property.

7. Each Party shall have the right to pledge its rights and interests under this Agreement as collateral for financing obtained by such Party and to an assignee acquiring all of the assets or business of such Party. Except as provided in the preceding sentence, neither Party has any right or power to assign any of its rights or interests under or pursuant to this Agreement without the prior, written, express consent of the other Party.

8. If CoServ fails to perform any provision of this Agreement and such failure is not cured within thirty (30) days after CoServ receives written notice thereof from Town, then Town may exercise any and all available remedies at law or in equity, including, without limitation, termination of this Agreement.

9. If Town fails to perform any provision of this Agreement and such failure is not cured within thirty (30) days after Town receives notice thereof from CoServ, then CoServ may exercise any and all available remedies at law or in equity, including, without limitation, seeking specific performance of this Agreement or injunctive relief.

10. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes all prior proposals, negotiations, agreements and understandings relating thereto.

11. Any notice under this Agreement is to be in writing and shall be delivered by (a) United States certified first class mail, postage prepaid, return receipt requested, (b) personal delivery, (c) facsimile, with printed confirmation, (d) electronic transmission (e-mail), or (e) nationally recognized overnight carrier to the appropriate Party using the following respective addresses:

To Town: Town of Little Elm, Texas  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

To CoServ: Denton County Electric Cooperative, Inc.,  
d/b/a CoServ Electric  
7701 S. Stemmons Freeway  
Corinth, Texas 76210  
Attn: President  
Fax: (940) 270-7600  
E-Mail: [legalnotices@coserv.com](mailto:legalnotices@coserv.com)

With a copy to: McGinnis Lochridge, LLP  
203 W. Walnut Street, Suite 100  
Decatur, Texas 76234  
Attention: Kevin W. Haney  
Fax No. (512) 495-6093  
E-Mail: [khaney@mcginnislaw.com](mailto:khaney@mcginnislaw.com)

Notice will be deemed given forty-eight (48) hours after deposit into the United States Mail if sent by certified mail; when received if delivered personally, by facsimile or by e-mail (provided that if the fax or e-mail is received by the addressee, as evidenced by the fax confirmation or e-mail confirmation of the addressee, after 5:00 p.m. on the day the fax or e-mail is sent, such notice shall be deemed effective on the next business day); or twenty-four (24) hours after deposit if sent by nationally recognized overnight carrier.

Either Party may at any time change its address and/or facsimile number and/or e-mail address for notices to such Party by the giving of notice setting forth the changed address.

12. THIS AGREEMENT IS GOVERNED BY AND MUST BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES. EXCLUSIVE VENUE OF ANY ACTION BETWEEN TOWN AND COSERV ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE IN THE STATE COURTS LOCATED IN DENTON COUNTY, TEXAS, OR THE FEDERAL COURTS LOCATED IN DALLAS COUNTY, TEXAS, AND EACH OF THE PARTIES HEREBY SUBMITS TO THE PERSONAL JURISDICTION OF SUCH COURTS FOR SUCH PURPOSE.

13. No delay by either Town or CoServ in the exercise of any of its rights under this Agreement shall be deemed a waiver thereof.

14. If either Party institutes legal action to enforce its rights under this Agreement, the prevailing Party will be entitled to recover its reasonable attorneys' fees and other costs so incurred.

15. No cancellation, modification, amendment, deletion, addition or other change in this Agreement or any provision thereof shall be effective for any purpose unless specifically set forth in a writing signed by the parties hereto.

16. If one or more provisions in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement must be construed as if such invalid, illegal, or unenforceable provision had never been in this Agreement.

17. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, and facsimile signatures shall be valid and binding as if they were an original signature.

18. The individuals executing this Agreement on behalf of the respective Parties below represent and warrant that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement, and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date of this Agreement.

19. Each signatory represents and warrants that this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its counsel.

20. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

21. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

*{Signature Page to follow.}*

EXECUTED to be effective as of the date first shown above.

**TOWN:**

**TOWN OF LITTLE ELM, TEXAS**

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

**COSERV:**

**DENTON COUNTY ELECTRIC COOPERATIVE, INC.,  
d/b/a COSERV ELECTRIC**

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

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

          This instrument was acknowledged before me, on this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
by \_\_\_\_\_,  
of the Town of Little Elm, Texas, a Texas general law municipality, on behalf of said municipality.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS           §  
  §  
COUNTY OF DENTON       §

          This instrument was acknowledged before me, on this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
by \_\_\_\_\_,  
of Denton County Electric Cooperative, Inc., a Texas electric cooperative corporation, on behalf  
of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

# EXHIBIT "A"

## METES AND BOUNDS DESCRIPTION

BEING a tract of land situated in the C. Bohrmann Survey, Abstract No. 86, City of Little Elm, Denton County, Texas, being a portion of Lot 1, Block A, Siri's Crossing, according to the plat recorded in Document Number 2019-143 of the Official Public Records, Denton County, Texas (OPRDCT), with the subject tract being more particularly described as follows:

BEGINNING at a point in the north line of Lot 1, from which an "X" found in concrete at the intersection of the south line of Smotherman Road, a variable width right-of-way, the dedication thereof created by deed recorded in Document No. 2008-112755 OPRDCT, with the west line of McCord Way, a 60 foot right-of-way created by deed recorded in Document No. 2011-106107 OPRDCT bears N 86°05'00" E, 15.49 feet, and an 5/8" iron rod with plastic cap found for the north end of a corner clip being the intersection of Farm to Market Road 423, a variable width right-of-way, the dedication thereof created by deed recorded in Document No. 2008-112755 OPRDCT, and Smotherman Road bears S 88°59'20" W, 241.71 feet;

THENCE S 00°05'49" E, 129.93 feet;

THENCE S 45°00'00" W, 77.17 feet to a point on the south line of Lot 1 and also being the north line of Lot 2, Block A, Siri's Crossing, and according to the plat recorded in document number 2019-143 OPRDCT;

THENCE S 89°42'54" W, 20.93 feet along the common line there of;

THENCE N 00°00'00" E, 11.74 feet, into said Lot 1;

THENCE N 90°00'00" E, 18.43 feet;

THENCE N 45°00'00" E, 66.56 feet;

THENCE N 00°05'49" W, 125.11 feet to a point on the north line of Lot 1, and also being in the south line of Smotherman Road;

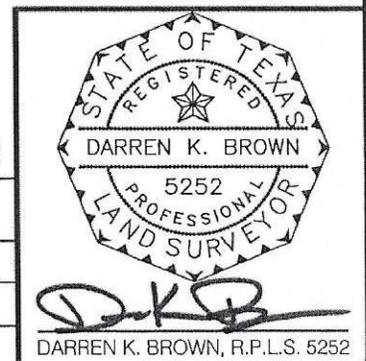
THENCE N 86°05'00" E, 10.02 feet along the common line thereof to the POINT OF BEGINNING with the subject tract containing 2,224 square feet or 0.051 acres of land.

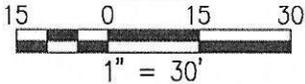
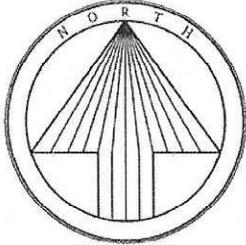
PAGE 1 OF 2



Drawn:	Checked:	Date	Job No.
DJB	DKB	3/22/21	18-110

**COSERV EASEMENT**  
**C. BOHRMANN SURVEY, A-86**  
**TOWN OF LITTLE ELM**  
**DENTON COUNTY, TEXAS**





Basis of bearing:  
 State Plane Coordinate  
 System, North Texas  
 Central Zone 4202, North  
 American Datum of 1983.  
 Adjustment Realization  
 2011.

24' Mutual Access,  
 Fire Lane, & Util. Esmt.  
 Doc. No. 2019-143 PRDCT

Line Table		
Line #	Bearing	Distance
L1	S 00°05'49" E	129.93'
L2	S 45°00'00" W	77.17'
L3	S 89°42'54" W	20.93'
L4	N 00°00'00" E	11.74'
L5	N 90°00'00" E	18.43'
L6	N 45°00'00" E	66.56'
L7	N 00°05'49" W	125.11'
L8	N 86°05'00" E	10.02'

**Approximate Location  
 of the Encroachment**

Lot 1, Block A  
 SIRI'S CROSSING ADDITION  
 Doc. No. 2019-143 OPRDCT

Lot 2, Block A  
 SIRI'S CROSSING ADDITION  
 Doc. No. 2019-143 OPRDCT

SMOTHERMAN ROAD  
 variable width R.O.W.

POINT OF  
 BEGINNING

S 88°59'20" W ~ 241.71'  
 To a 5/8" CIRF (CM)

"X" Fnd. In  
 conc. (CM)

N 86°05'00" E ~ 15.49'

25' Water Esmt.  
 Doc. No. 2009-102459 OPRDCT

C. BOHRMANN SURVEY  
 ABSTRACT NO. 86

CoServ  
 Easement  
 0.051 Ac.  
 (2,224 S.F.)

MCCORD WAY

60' R.O.W.

Doc. No. 2011-106107 OPRDCT

PAGE 2 OF 2



Drawn:	Checked:	Date	Job No.
DJB	DKB	3/22/21	18-110

COSERV EASEMENT  
 C. BOHRMANN SURVEY, A-86  
 TOWN OF LITTLE ELM  
 DENTON COUNTY, TEXAS



*DKB*  
 DARREN K. BROWN, R.P.L.S. 5252



**Date:** 06/01/2021  
**Agenda Item #:** 6. I.  
**Department:** Development Services  
**Strategic Goal:** Ensure excellence in public services while keeping up with the growth in the community  
**Staff Contact:** Wesley Brandon, Town Engineer

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**AGENDA ITEM:**

Consider Action to **Approve the Abandonment of an Existing Electric Easement Located at 111 Main Street.**

**DESCRIPTION:**

In April 2020, the Town acquired an electrical easement from the Little Elm Church of Christ in order to accommodate the installation of proposed underground electrical lines along Lakefront Drive. After the easement was filed with the Denton County Clerk's Office, a revised version of the easement was required by CoServ Electric that contains language that was not included in the recorded easement. The revised easement has also been filed with Denton County, and the property owner has requested that the original easement be abandoned in order to avoid conflicting language between the two documents.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Staff recommends approval.

---

**Attachments**

Easement Abandonment Document  
Original Easement  
Revised Electrical Easement

AFTER RECORDING, RETURN TO:

**Douglas Peach  
Town of Little Elm, Texas  
100 W. Eldorado Parkway  
Little Elm, Texas 75068**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER**

**ABANDONMENT AND RELEASE OF ELECTRIC EASEMENT**

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

**WHEREAS**, the *TOWN OF LITTLE ELM*, a Texas municipal corporation, has an electric easement containing approximately 1545 square feet of land (the "**Easement**") as shown on the attached Electric Easement filed and recorded on May 15, 2020, as Instrument Number 64724 in the Denton County Land Records; and

**WHEREAS**, use of the Easement is no longer necessary, required or desirable due to a replacement electricity easement being obtained and filed of record; and

**WHEREAS**, the *TOWN OF LITTLE ELM* desires to abandon and release the Easement described hereinabove.

**NOW, THEREFORE**, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the *TOWN OF LITTLE ELM* does hereby **ABANDON, RELEASE, DISCHARGE** and **QUITCLAIM** unto *LITTLE ELM CHURCH OF CHRIST*, and its successors and assigns, all rights, title and interest in the Easement and the property upon the Easement.

EXECUTED to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**TOWN OF LITTLE ELM, TEXAS**  
a Texas municipal corporation

By: \_\_\_\_\_,  
Matt Mueller, Town Manager

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

ATTEST:

\_\_\_\_\_  
**Caitlan Biggs**  
Town Secretary

THE STATE OF TEXAS     §  
  §  
COUNTY OF DENTON     §

BEFORE ME, the undersigned authority, on this day personally appeared Matt Mueller, Town Manager for and on behalf of the **TOWN OF LITTLE ELM, TEXAS**, Texas municipal corporation; he acknowledged to me he is the duly authorized representative of the Town of Little Elm, Texas and that he executed said instrument for the purposes and consideration therein expressed and, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission Expires: \_\_\_\_\_

Denton County  
Juli Luke  
County Clerk

---

Instrument Number: 64724

ERecordings-RP

EASEMENT

Recorded On: May 15, 2020 01:08 PM

Number of Pages: 6

---

" Examined and Charged as Follows: "

Total Recording: \$46.00

---

\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 64724  
Receipt Number: 20200515000386  
Recorded Date/Time: May 15, 2020 01:08 PM  
User: TJ D  
Station: Station 29

**Record and Return To:**

Corporation Service Company



STATE OF TEXAS  
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke  
County Clerk  
Denton County, TX



reasonably necessary for the purpose of constructing, installing, improving, operating, using, inspecting, repairing, maintaining, reconstructing, replacing, relocating, and removing such utilities and all appurtenances, facilities, equipment and attachments thereto; the right to prevent possible interference with the operation of said utilities and to remove possible hazards thereto; and the right to prevent the construction within the Easement Property of any building, structure or other obstruction or encroachment which may endanger or interfere with the efficiency, safety and convenient operation of said utilities and the appurtenances, facilities, equipment and attachments thereto.

Grantor agrees, for the consideration set forth herein, not to construct or place within the Easement Property any buildings, structures, fences, or other improvements of any nature whatsoever, or any shrubs, trees or other growth of any kind, or otherwise interfere with the Easement, without the prior written consent of Grantee. Grantee shall have the right to remove, and keep removed, all or parts of any building, structure, fence, or other improvement, or any shrub, tree, or other growth, of any character that is located within the Easement Property which, in the judgment of Grantee, may endanger or in any way interfere with the construction, efficiency, or convenient and safe operation and maintenance of the facilities described herein or the exercise of Grantee's rights hereunder.

The Easement and the rights and privileges herein granted are and shall be perpetual, irrevocable, and exclusive to Grantee, its successors and assigns. Grantee may assign, transfer, or otherwise convey this Easement in whole or in part. This Easement shall be construed under the laws of the State of Texas, without regard to its choice-of-law rules of any jurisdiction; venue is in the county or counties where the Easement Property is located.

TO HAVE AND TO HOLD the Easement, together with all and singular the rights, privileges, and appurtenances thereto in anywise belonging, to Grantee and Grantee's successors and assigns forever. Grantor does hereby bind Grantor and Grantor's heirs, successors and assigns to WARRANT AND FOREVER DEFEND the title to the Easement or any part of the Easement in Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement.

Grantee will at all times after doing any work in connection with the construction, operation, maintenance or repair of such utilities, restore the surface of the Easement Property and fences as close to the condition in which it was found before such work was undertaken as is

reasonably practicable, excluding trees, shrubs and structures that were removed as a result of such work.

IN WITNESS WHEREOF, this instrument is executed this 8 day of April, 2020.

**GRANTOR: LITTLE ELM CHURCH OF CHRIST**

Ashley Williams  
Signature  
Ashley Williams  
Printed Name  
Preacher, Little Elm Church of Christ  
Title

**GRANTEE: TOWN OF LITTLE ELM, TX.**

DocuSigned by:  
By: Matt Mueller  
27A1328A2C784F5...  
Printed Name: Matt Mueller  
Title: Town Manager

**ACKNOWLEDGMENT**

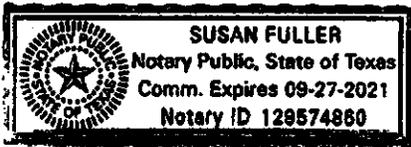
STATE OF TEXAS §  
COUNTY OF TARRANT §

**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared ASHLEY WILLIAMS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE**, this the 8 day of April, 2020.

[SEAL]

Susan Fuller  
Notary Public, State of Texas



**ACKNOWLEDGMENT**

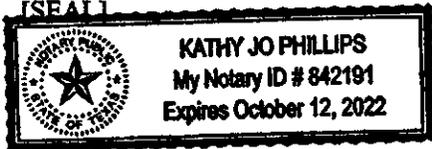
STATE OF TEXAS §  
COUNTY OF DENTON §

**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared MATT MUELLER LAWN MAINTENANCE, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed.

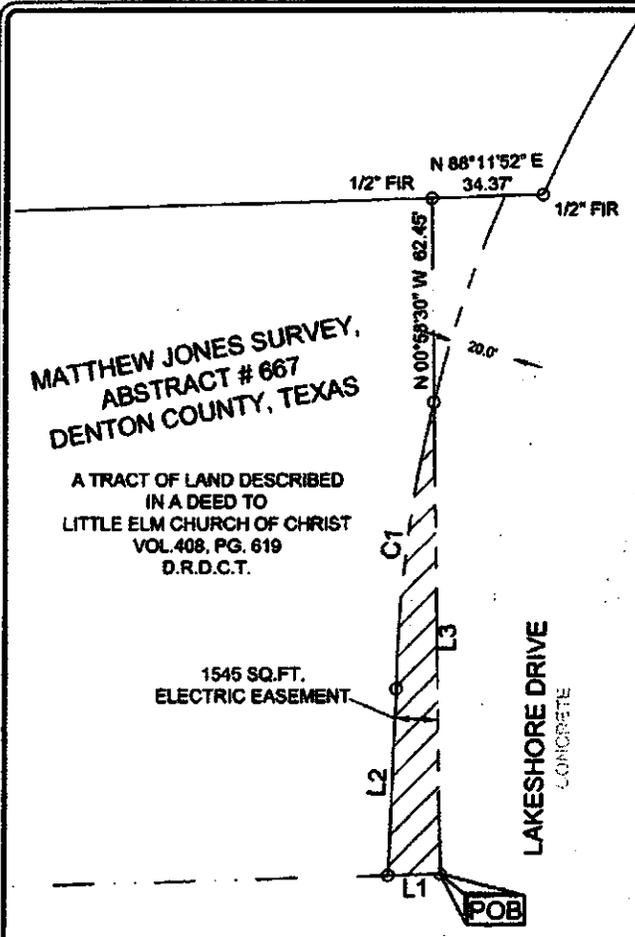
**GIVEN UNDER MY HAND AND SEAL OF OFFICE**, this the 29<sup>th</sup> day of April, 2020.

[SEAL]

Kathy Jo Phillips  
Notary Public, State of Texas



Commission expires: 10-12-2022



**MATTHEW JONES SURVEY,  
ABSTRACT # 667  
DENTON COUNTY, TEXAS**

A TRACT OF LAND DESCRIBED  
IN A DEED TO  
LITTLE ELM CHURCH OF CHRIST  
VOL. 408, PG. 619  
D.R.D.C.T.

1545 SQ.FT.  
ELECTRIC EASEMENT

LAKESHORE DRIVE  
CONCRETE

MAIN STREET  
CONCRETE

LINE	BEARING	DISTANCE
L1	S 88°15'57" W	16.08'
L2	N 02°14'30" E	57.41'
L3	S 00°58'30" E	145.11'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	390.37'	89.14'	88.94'	N 07°20'55" E	13°04'59"

**LEGEND**

- = LIGHT POLE
- = WATER VALVE
- = ELECTRIC METER
- = GAS EQUIPMENT
- = WATER METER
- = SEWER CLEANOUT
- = TELEPHONE MANHOLE
- = TELEPHONE VAULT
- = INLET
- = IRRIGATION CONTROL
- FIR = FOUND IRON ROD
- FIR/CAP = FOUND IRON ROD W/CAPPED
- SIR = SET IRON ROD W/CAPPED
- ( ) = PLAT OR DEED CALL
- POB = POINT OF BEGINNING
- = CONCRETE
- = BRICK

Being all that certain parcel of land being situated in the Matthew Jones Survey, Abstract Number 667, Denton County, Texas, and being a part of a tract of land described in deed to Little Elm Church of Christ, recorded in Volume 408, Page 619, Deed Property Records, Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at an "X" cut set at the Southeast corner of said Little Elm Church of Christ tract, at the intersection of the North line of Main Street and the West line of Lakeshore drive;

THENCE South 88 degrees 15 minutes 57 seconds West, along the South line of said Little Elm Church of Christ tract, a distance of 16.08 feet to a point for corner;

THENCE North 02 degrees 14 minutes 30 seconds East, a distance of 57.41 feet to a point for corner at the beginning of a curve to the right with a radius of 390.37 feet and a chord bearing and distance of North 07 degrees 20 minutes 55 seconds East, a distance of 88.94 feet;

THENCE along said curve, an arc length of 89.14 feet to a point for corner, in the East line of said Little Elm Church of Christ tract, from which a 1/2 inch iron rod found at the Northeast corner of said Little Elm Church of Christ tract, bears North 00 degrees 58 minutes 30 seconds West, a distance of 62.45 feet;

THENCE South 00 degrees 58 minutes 30 seconds East, along said East line, a distance of 145.11 feet to the POINT OF BEGINNING and containing 1545 square feet of land, more or less.

**FLOOD STATEMENT:** I have reviewed the F.E.M.A. Flood Insurance Rate Map for the Town of Little Elm, Community Number 481152 effective date 4-18-2011 and that map indicates as scaled, that this property is within "Non-Shaded Zone X" defined as "Areas determined to be outside the 0.2% annual chance flood (500-year)" as shown on Panel 415 G of said map.

**SURVEYORS CERTIFICATION**

Certified to Little Elm Economic Corporation.

This survey correctly represents the results of an on-the-ground survey made under my direction and supervision on 12-21-2019 and substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition II Survey. There are no apparent encroachments, intrusions or protrusions except as shown hereon.



TX FIRM REGISTRATION # 10002100

1720 WESTMINSTER  
DENTON, TX 76205  
(940)382-3446

---

JOB NUMBER: 180052-03

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DRAWN BY: MMF

---

DATE: 12-23-2019

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R.P.L.S.

---

MICHAEL R. KERSTEN

**After Recording, Return to:**

Kevin W. Haney  
McGinnis Lochridge LLP  
c/o 7701 South Stemmons Freeway  
Corinth, Texas 76210

<b>For CoServ Use Only:</b>		
MAP GRID:		
WO NO.:	1005074	SO NO.:
EASEMENT NO.:		

**ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY**

STATE OF TEXAS                   §  
  §  
COUNTY OF DENTON               §

**KNOW ALL MEN BY THESE PRESENTS:**

EFFECTIVE DATE: March 23, 2021.

GRANTOR: LITTLE ELM CHURCH OF CHRIST, a Texas nonprofit corporation.

GRANTOR'S MAILING ADDRESS (including county):  
1521 Creekstone Ct.  
Fort Worth, TX 76112  
Tarrant County

GRANTEE: DENTON COUNTY ELECTRIC COOPERATIVE, INC., d/b/a COSERV ELECTRIC  
7701 South Stemmons Freeway  
Corinth, Denton County, Texas 76210

CONSIDERATION: Ten and No/100 dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which being hereby expressly acknowledged and accepted by GRANTOR.

EASEMENT PROPERTY: The EASEMENT PROPERTY is that certain tract or tracts of land more particularly described in the attached Exhibit A, incorporated herein by this reference for all purposes, together with the subsurface below and air space above the tract(s) of land.

PROJECT: The PROJECT(s) means underground-type electric transmission and/or electric distribution line or lines, consisting of a variable number and sizes of wires, cables, and circuits, and all necessary or desirable appurtenances, appliances, facilities and equipment (including but not limited to supporting structures, insulators, above-ground padmounted transformers and equipment, and other facilities whether made of wood, metal or other materials).

GRANT: GRANTOR, for the CONSIDERATION received by GRANTOR, hereby grants, sells, and conveys to GRANTEE an EASEMENT appurtenant and Right-of-Way in, upon, and across the EASEMENT PROPERTY, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE'S successors and assigns forever.

PURPOSE: The EASEMENT, right-of-way, rights, and privileges herein granted shall be used for the purpose of providing electric utility service, constructing, placing, operating, maintaining, reconstructing, replacing, relocating, reconstituting, changing the size or nature of, rebuilding, upgrading, expanding, removing, inspecting, patrolling, and/or repairing the PROJECT(s) or any part of the PROJECT(s), and making connections to GRANTEE's electric system. The PURPOSE shall also include use of the EASEMENT, right-of-way, rights and privileges granted herein for any use directly related to the PROJECT(s) or financing of the PROJECT(s), including but not limited to performing archeological, historical, environmental, or other studies. GRANTEE shall have the right to place temporary poles, towers, anchorages, guys, and supporting structures for use in erecting or repairing the PROJECT(s). GRANTEE shall have the right to temporarily use such portions of the property along and adjacent to the EASEMENT PROPERTY and right-of-way as may be reasonably necessary in connection with the PURPOSE stated, or any one or more of them relating to the PROJECT(s), or any part thereof, from time to time; provided, however, that no portion of the PROJECT(s) shall be installed outside the EASEMENT PROPERTY.

ACCESS: GRANTEE shall have the right of pedestrian, equipment, and vehicular ingress and egress at all times upon and across the EASEMENT PROPERTY for the above stated PURPOSE. GRANTEE shall also have the right of pedestrian, equipment, and vehicular ingress and egress over existing roads across the adjacent or remainder property of GRANTOR for the purpose of obtaining access. In the event that access is not reasonably available over existing roads, GRANTEE shall have the right of reasonable pedestrian, equipment, and vehicular ingress and egress over the adjacent property of GRANTOR along any route that is reasonable and appropriate under the circumstances then existing in order to obtain access.

**TERM:** The EASEMENT, right-of-way, rights, other privileges and access rights granted herein, as well as the covenants made herein, shall be perpetual and appurtenant to the land, unless expressly abandoned by GRANTEE and each of GRANTEE's licensees and/or permittees, if any, for a continuous period of 10 years.

**TREES:** GRANTEE shall have the right to cut, trim, chemically treat with herbicides, and/or remove trees, shrubs, bushes, brush and vegetation within or adjacent to the EASEMENT PROPERTY or otherwise necessary to realize the PURPOSE herein stated.

**STRUCTURES:** GRANTOR shall not construct or locate on the EASEMENT PROPERTY any structure, obstruction or improvement, except that GRANTOR shall be permitted to place within the EASEMENT PROPERTY paved driveways, paved parking areas, paved sidewalks, paved walkways, concrete curbing, and landscaping that does not unreasonably restrict or prevent GRANTEE from utilizing the EASEMENT PROPERTY for the stated PURPOSE (collectively, the "PERMITTED IMPROVEMENTS"). Upon the request of GRANTEE, GRANTOR promptly shall remove from the EASEMENT PROPERTY any structure, improvement, or obstruction that GRANTEE determines in its reasonable discretion must be removed in connection with its use of the EASEMENT PROPERTY for the stated PURPOSE; provided, however, if such structure, improvement or obstruction requested to be removed by GRANTEE is a PERMITTED IMPROVEMENT, the cost of removal and the cost to restore and/or replace such PERMITTED IMPROVEMENT shall be borne by GRANTEE. In all other events, the cost of removal of any structures, improvements or obstructions shall be borne by GRANTOR. Additionally, if GRANTOR fails to promptly remove the item requested by GRANTEE, GRANTEE shall have the right to remove same from the EASEMENT PROPERTY with the cost of removal and the cost of any subsequent restoration and/or replacement to be borne by the applicable of GRANTOR or GRANTEE as provided above in this paragraph.

**DAMAGES:** It is understood and agreed that the CONSIDERATION received by GRANTOR includes adequate compensation for the grant of the easement, right-of-way and other rights, privileges and appurtenances contained in this instrument and any damages arising out of GRANTEE's lawful exercise of any PURPOSE. GRANTEE shall not be liable for damages caused by keeping the EASEMENT PROPERTY clear of trees, undergrowth, brush, and obstructions. Notwithstanding the foregoing, GRANTEE shall repair and/or restore the surface of the EASEMENT PROPERTY and the surface of GRANTOR's adjacent property to substantially the same condition as existed immediately prior to any damage thereto that is directly caused by GRANTEE's exercise of its rights hereunder; provided, however, that in no event shall GRANTEE have any obligation or liability to repair and/or restore any structure, obstruction or improvement located on the EASEMENT PROPERTY that is not permitted to be located thereon in this instrument.

**MINERALS:** GRANTOR expressly reserves all oil, gas, and other minerals owned by GRANTOR in, on, and under the EASEMENT PROPERTY, provided that GRANTOR shall not be permitted to, and shall not allow any party to, drill or excavate for minerals on or from the surface of the EASEMENT PROPERTY, but GRANTOR may extract oil, gas, or other minerals from and under the EASEMENT PROPERTY by directional drilling or other means which do not interfere with or disturb GRANTEE's use of the EASEMENT PROPERTY. GRANTOR agrees to consult with GRANTEE concerning the location of GRANTEE's facilities in the EASEMENT PROPERTY prior to exercising GRANTOR's rights under this paragraph. GRANTOR indemnifies and agrees to hold GRANTEE harmless for and against all losses, costs, expenses, and other claims that may be suffered by, or otherwise claimed against GRANTEE in whole or in part due to GRANTOR's exercise of its rights under this paragraph.

**OWNERSHIP:** GRANTOR agrees that all poles, wires, cables, circuits, appurtenances, facilities, appliances and equipment installed upon the EASEMENT PROPERTY shall at all times remain the property of the GRANTEE and are removable at the option of the GRANTEE, regardless of the extent to which such items are attached or affiliated to the EASEMENT PROPERTY or any improvements thereon, or the extent to which removal of such items may damage such items or the EASEMENT PROPERTY or improvements located thereon.

**AUTHORITY:** GRANTOR represents and warrants to GRANTEE that GRANTOR has the full right, power, and authority to execute and deliver this Electric Line Easement and Right-of-Way, that this Electric Line Easement and Right-of-Way does not violate the terms or provisions of any other agreement to which GRANTOR is a party (including from any mortgage) or to which the EASEMENT PROPERTY is subject, that each person signing this Electric Line Easement and Right-of-Way on behalf of GRANTOR is authorized to do so, and that GRANTOR has obtained any and all third party consents (including from any mortgagee) necessary for the execution and delivery of this Electric Line Easement and Right-of-Way.

**ASSIGNMENT AND MISCELLANEOUS:** This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR, and their respective heirs, personal and legal representatives, successors, and assigns, and shall be covenants running with the land for the benefit of GRANTEE. When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "GRANTEE" includes the employees, authorized agents, licensees and permittees of GRANTEE. GRANTEE shall have the right to assign this instrument, and the rights and privileges hereunder in favor of GRANTEE, in whole or in part.

**MULTIPLE COUNTERPARTS:** This Electric Line Easement and Right-of-Way may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed collectively to be one and the same instrument.



**RICHARD HENSWORTH SURVEY,  
ABSTRACT # 577  
DENTON COUNTY, TEXAS**

A TRACT OF LAND DESCRIBED  
IN A DEED TO  
LITTLE ELM CHURCH OF CHRIST  
VOL.408, PG. 619  
D.R.D.C.T.

1545 SQ.FT.  
ELECTRIC EASEMENT

C1

L2

L3

MAIN STREET  
CONCRETE

LAKESHORE DRIVE  
CONCRETE

POB

Being all that certain parcel of land being situated in the Richard Hensworth Survey, Abstract Number 577, Denton County, Texas, and being a part of a tract of land described in deed to Little Elm Church of Christ, recorded in Volume 408, Page 619, Deed Property Records, Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at an "X" cut set at the Southeast corner of said Little Elm Church of Christ tract, at the intersection of the North line of Main Street and the West line of Lakeshore drive;

THENCE South 88 degrees 15 minutes 57 seconds West, along the South line of said Little Elm Church of Christ tract, a distance of 16.08 feet to a point for corner;

THENCE North 02 degrees 14 minutes 30 seconds East, a distance of 57.41 feet to a point for corner at the beginning of a curve to the right with a radius of 390.37 feet and a chord bearing and distance of North 07 degrees 20 minutes 55 seconds East, a distance of 88.94 feet;

THENCE along said curve, an arc length of 89.14 feet to a point for corner, in the East line of said Little Elm Church of Christ tract, from which a 1/2 inch iron rod found at the Northeast corner of said Little Elm Church of Christ tract, bears North 00 degrees 58 minutes 30 seconds West, a distance of 62.45 feet;

THENCE South 00 degrees 58 minutes 30 seconds East, along said East line, a distance of 145.11 feet to the POINT OF BEGINNING and containing 1545 square feet of land, more or less.

**FLOOD STATEMENT:** I have reviewed the F.E.M.A. Flood Insurance Rate Map for the Town of Little Elm, Community Number 481152 effective date 4-18-2011 and that map indicates as scaled, that this property is within "Non-Shaded Zone X" defined as "Areas determined to be outside the 0.2% annual chance flood (500-year)" as shown on Panel 415 G of said map.

**SURVEYORS CERTIFICATION**

Certified to Little Elm Economic Corporation.  
This survey correctly represents the results of an on-the-ground survey made under my direction and supervision on 12-21-2019 and substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition II Survey. There are no apparent encroachments, intrusions or protrusions except as shown hereon.

LINE	BEARING	DISTANCE
L1	S 88°15'57" W	16.08'
L2	N 02°14'30" E	57.41'
L3	S 00°58'30" E	145.11'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	390.37'	89.14'	88.94'	N 07°20'55" E	13°04'59"

**LEGEND**

	= LIGHT POLE		= CONCRETE
	= WATER VALVE		= BRICK
	= ELECTRIC METER		
	= GAS EQUIPMENT		
	= WATER METER		
	= SEWER CLEANOUT		
	= TELEPHONE MANHOLE		
	= TELEPHONE VAULT		
	= INLET		
	= IRRIGATION CONTROL		
FIR	= FOUND IRON ROD		
FIR/CAP	= FOUND IRON ROD W/CAPPED		
SIR	= SET IRON ROD W/CAPPED		
( )	= PLAT OR DEED CALL		
POB	= POINT OF BEGINNING		



**EXHIBIT A**

**KAZ**  
SURVEYING

TX FIRM REGISTRATION # 10002100

1720 WESTMINSTER  
DENTON, TX 76205  
(940)382-3446

---

JOB NUMBER: 180052-03

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DRAWN BY: MMF

---

DATE: 11-02-2020

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R.P.L.S.  
KENNETH A. ZOLLINGER



**Date:** 06/01/2021  
**Agenda Item #:** 6. J.  
**Department:** Economic Development Corporation  
**Strategic Goal:** Promote and expand Little Elm's identity  
**Staff Contact:** Jennette Espinosa, EDC Executive Director

---

**AGENDA ITEM:**

Consider Action to Approve **Resolution No. 0601202103 Adopting an Assignment of Declaration of the Town.**

**DESCRIPTION:**

This resolution will approve the closing certificate for TIRZ #5 related to the Spiritas Public Improvement District.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Staff recommends approval.

---

**Attachments**

Resolution No. 0601202103

**TOWN OF LITTLE ELM, TEXAS**

**RESOLUTION NO. 0601202103**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, ADOPTING AN ASSIGNMENT DECLARATION OF THE TOWN.**

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

The Assignment Declaration of the Town, attached hereto as Exhibit A, is hereby approved by the affirmative vote of Little Elm Town Council, and the Mayor is hereby authorized to sign it on behalf of the Town of Little Elm, Texas.

**PASSED AND APPROVED** by the Town Council of the Town of Little Elm, Texas, this 1st day of June, 2021.

---

David Hillock, Mayor

ATTEST:

---

Caitlan Biggs, Town Secretary

APPROVED AS TO FORM:

---

Robert F. Brown, Town Attorney

**Exhibit A**

**Assignment Declaration of Town**

## ASSIGNMENT DECLARATION OF THE TOWN

June 1, 2021

The undersigned TOWN OF LITTLE ELM, TEXAS, a Texas home-rule municipality (the "Town"), in consideration for the agreement of each of CADG LINCOLN PARK, LLC (the "Developer") and PUBLIC FINANCE AUTHORITY, a unit of government and body corporate and politic of the State of Wisconsin (the "Issuer") to enter into the foregoing Assignment and Sale Agreement (the "Agreement"; except as otherwise provided herein, capitalized terms used herein without definition shall have the meanings ascribed thereto in the Agreement), and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, hereby in declaration therefor:

(i) represents and warrants, to the Town's knowledge, that there is no defense, counterclaim or offset of any type or nature under the Tax Increment Payment Agreement;

(ii) acknowledges and agrees that (a) in furtherance of Section 2.1 of the Tax Increment Payment Agreement and not in derogation thereof, all Pledged Revenues shall be held in the Tax Increment Fund # 5, as a separate uncommingled account, and (b) until the TIRZ Termination Date it will remit the Pledged Revenues to the Trustee, for the account of the Issuer, pursuant to the Tax Increment Payment Agreement via wire transfer of immediately available funds on each March 1 and September 1;

(iii) acknowledges and agrees that it has not heretofore assigned, sold, transferred, pledged, encumbered, hypothecated, alienated or otherwise granted an interest in or to the whole or any part of the Assigned Property except as expressly provided in the Tax Increment Payment Agreement;

(iv) acknowledges and agrees that until the TIRZ Termination Date (as defined in the Tax Increment Payment Agreement), the Town will not assign, sell, transfer, pledge, encumber, alienate, hypothecate or otherwise grant an interest in or to the whole or any part of the Assigned Property;

(v) each of the Town, the Developer and the Prior Payees have performed all obligations required to be performed by each of them to be entitled to payment in full of all obligations owed to each of them under the Tax Increment Payment Agreement and each of the Prior Agreements (as defined in the Tax Increment Payment Agreement), and no default, event of default or other act or omission of any of the Town, the Developer or the Prior Payees under the Tax Increment Payment Agreement or any of the Prior Agreements from and after the Closing Date would result in any Pledged Revenues not being payable to the Issuer;

(vi) acknowledges and agrees that to the best of its knowledge, no event of default has occurred and is continuing under the Tax Increment Payment Agreement or the Prior Agreements, and no event has occurred that, with the lapse of time or the giving of notice or both, would constitute such an event of default;

(vii) acknowledges and agrees that upon the execution and delivery of the Agreement, issuance of the Certificates, payment of the Purchase Price to the Developer pursuant to the

Agreement, and payment of the amounts set forth in Section 3.2 of the Tax Increment Payment Agreement to the respective parties set forth therein, (a) all payment obligations under the Prior Agreements to or for the account of the parties to the Tax Increment Payment Agreement will be deemed fully and finally paid, satisfied and no longer outstanding or due and no duties, obligations or requirements of any Prior Payee will in the future arise or otherwise exist thereunder, (b) none of the Prior Payees shall have any right, title, or interest in or to any of the Assigned Property, including, without limitation, the Pledged Revenues, (c) the conditional assignment by the Prior Payees pursuant to Section 3.1 of the Tax Increment Payment Agreement shall be null and void *ab initio* without any further act, omission, condition, requirement, event or circumstance and (d) the Conveyance shall be absolute and unconditional; and specifically, and without limitation or in any way in derogation of the foregoing, the Town acknowledges and agrees that the condition set forth in Section 3.2.5 of the Tax Increment Payment Agreement will be fully and finally satisfied upon receipt by the Town of \$2,100,233.00 from the Trustee.

(viii) acknowledges and agrees that the Town has no right or obligation to repurchase all or any portion of the Assigned Property from the Issuer, the Developer, any Prior Payee or any other person or entity; and

(ix) acknowledges, agrees, represents, warrants and covenants that Denton County, Texas is contractually obligated to the Town for the collection of its taxes, that, while any Certificate remains outstanding or any amount remains owing under the Indenture or this Agreement to any of the Trustee, the Issuer, the Initial Purchaser or any Certificate Owner, the Town shall at all times cause Denton County to enforce and collect such taxes at the Town's expense and the Town shall not elect to transfer such functions to another governmental entity without the consent of the Issuer, the Trustee, the Initial Purchaser and any Certificate Owner and, further, at any time after taxes constituting all or any portion of the Assigned Property become delinquent, the Town shall, at the request of any of the Trustee, the Issuer, a Certificate Owner or the Initial Purchaser, file suit (or cause Denton County, Texas to file suit) to foreclose the lien securing payment of such tax, to enforce personal liability for the tax, or both, subject to the limitations of applicable law.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURES FOLLOW]

IN WITNESS WHEREOF, this Assignment Declaration of the Town is duly executed as a document under seal, as of the date first above written.

ATTEST:

TOWN OF LITTLE ELM, TEXAS, a Texas  
home-rule municipality

\_\_\_\_\_  
Caitlyn Biggs  
Town Secretary

By: \_\_\_\_\_  
David Hillock  
Mayor

Approved as to Form:

By: \_\_\_\_\_  
Robert F. Brown  
Town Attorney



## Town Council Meeting

**Date:** 06/01/2021  
**Agenda Item #:** 6. K.  
**Department:** Development Services  
**Strategic Goal:** Promote and expand Little Elm's identity  
**Staff Contact:** Fred Gibbs, Director of Development Services

---

### **AGENDA ITEM:**

Consider Action to Award a **Professional Services Contract for Planning Services related to the West Side Study and Development Ordinances Initiative.**

### **DESCRIPTION:**

Earlier this year, Town Council approved the West Side Study initiative that included three workshop meetings with the appointed steering committee. Below is a recap of the West Side Study Initiative.

#### **West Side Planning Initiative:**

Over the past few years, the Town has been experiencing an increased interest in the undeveloped property on the west side of Town (see attachment of the area). With the addition of the newly built Walker Middle School and the transportation and improvements made by the Town and TXDOT, this area is prime for development. Knowing this, Town staff felt the need to be proactive and make sure we have a plan both from a planning and economic perspective. Towns today strive to be places where their residents can work and live in a comfortable manner. They attempt, through planning, to improve residents' quality of life by providing parks, roadway infrastructure, pedestrian opportunities to shop, a sense of community, and a sense of place or identity. The area is within Area 8 of the Comprehensive Plan and the most undesirable uses for this area are mixed use, big box commercial, and additional lakefront homes (see attachment from the Comp. Plan). This initiative also supports the Strategic Plan goal of promote and expand Little Elm's identity.

**Promote and expand Little Elm's identity:** Maintain Little Elm's distinctive look and high development standards that provide vibrant, high-quality neighborhoods and development. Create a sense of place and brand identity that extends beyond our borders.

This planning study will allow the Town to steer development that will have the highest and best uses from a planning and economic development standpoint. This study will also develop concepts and a strategic implementation plan for the west side of the Town, generally around the

intersection of West Eldorado Parkway and Oak Grove Parkway. In addition, the purpose of this process is to determine the best practices for planning and economic development so that the west side area is not competitive with other centers in the Town, such as the Lakefront District. Another focus of this initiative will be to create a preferred framework for development, optimal mix of land uses, and provide recommendations for implementation of a strategic plan for the area. The Town staff and consultant leading the process proposed to have a steering committee that will be composed of two members from each that represents the Council, Planning and Zoning Commission, and the Economic Development Corporation. This will ensure we capture all the input and insight from the different perspectives of each board and commission. This process will be broken up into phases below, however, we are just concentrating on Phase 1 at this time. The first phase will concentrate on the items below:

**Phase 1 — Concept and Strategic Plan Review all adopted plans and studies 2 evening day workshops**

- Visioning and Round Table Discussions (Virtually) Areas of interest
- Zoning and Sub code evaluation Potential Catalytic projects Recommendations and strategies
- Market research to understand basic conditions of market potential Recruitment strategies based on current market trend and Town Vision Conceptual Plans
- Implementation/Next Step Plans

**Phase 2 — Implementation of Strategic Plan**

- Phase 2 will be an initiative to support the implementation of recommended strategies that are set in Phase 1.
- This will involve updating any ordinances, zoning map, land uses, and economic plans.

Phase 1 has been completed and, based on Council direction, has moved to Phase 2 that will address land uses, zoning standards, and other development-related ordinances.

**Development Ordinance Diagnostics:**

The purpose of this request is to conduct a diagnostic evaluation of the Town's existing zoning and subdivision regulations. We want to ensure we have the appropriate development controls for our continued growth. The Town is not alone in this endeavor, as many jurisdictions have to cope daily with outdated and/or unresponsive development ordinances. The Town has taken many positive steps with keeping the comp plan up to date and the newly adopted west side study. The principal objective of conducting a diagnostic evaluation on the zoning and subdivision ordinances is to identify the issues that need to be resolved within the ordinances and provide recommendations and create a more user-friendly document for staff and the development community.

The diagnostic analysis of the Town's existing zoning/subdivision regulations and approval processes will lay the foundation for updating the Town's regulations as a future phased process. The diagnostic evaluation will result in the definition of problems and issues arising out of the Town's current codes and practices against the backdrop of community approved goals and objectives. The report will incorporate an outline of the proposed recommendations on how the Town's procedures and regulations can be made more user-friendly, as well as opportunities the Town can pursue to enhance its public image and to proactively encourage cooperation and high-quality products from the development community. This report will include a review of the current adopted comprehensive plan and a comparison of regulations from other jurisdictions within North Texas. The benefit will be a more user-friendly, legal document that staff and the development community will be able to utilize.

**BUDGET IMPACT:**

This will come out of the professional services budget that was approved by Town Council for planning studies. In addition, EDC has expressed their willingness to help fund both of these projects. The following fee is proposed per phase and task of this Westside Planning Initiative:

**Phase 1 - Concept and Strategic Plan: Complete**

Task 1	Develop Work Session Agenda and Preparation	\$5,000
Task 2	Attend and lead Work Session	\$12,000
Task 3	Follow-Up Interviews	\$3,000
Task 4	Deliverables	\$20,000
<b>Total Phase 1 Fee</b>		<b>\$40,000</b>

**Phase 2 - Implementation of Strategic Plan**

Task 1	Comprehensive Plan Updates	\$5,000
Task 2	Zoning and Subdivision Assessment	\$20,000
Task 3	Zoning for Westside Study Area	\$10,000
<b>Total Phase 2 Fee</b>		<b>\$35,000</b>

**RECOMMENDED ACTION:**

Staff recommends approval.

**Attachments**

- West Side Study Final
- Comp Plan Study of Area
- West Side Study Timeline
- Study Scope and Fee



# Little Elm West Side Implementation Report

April 20, 2021

Kimley»»Horn

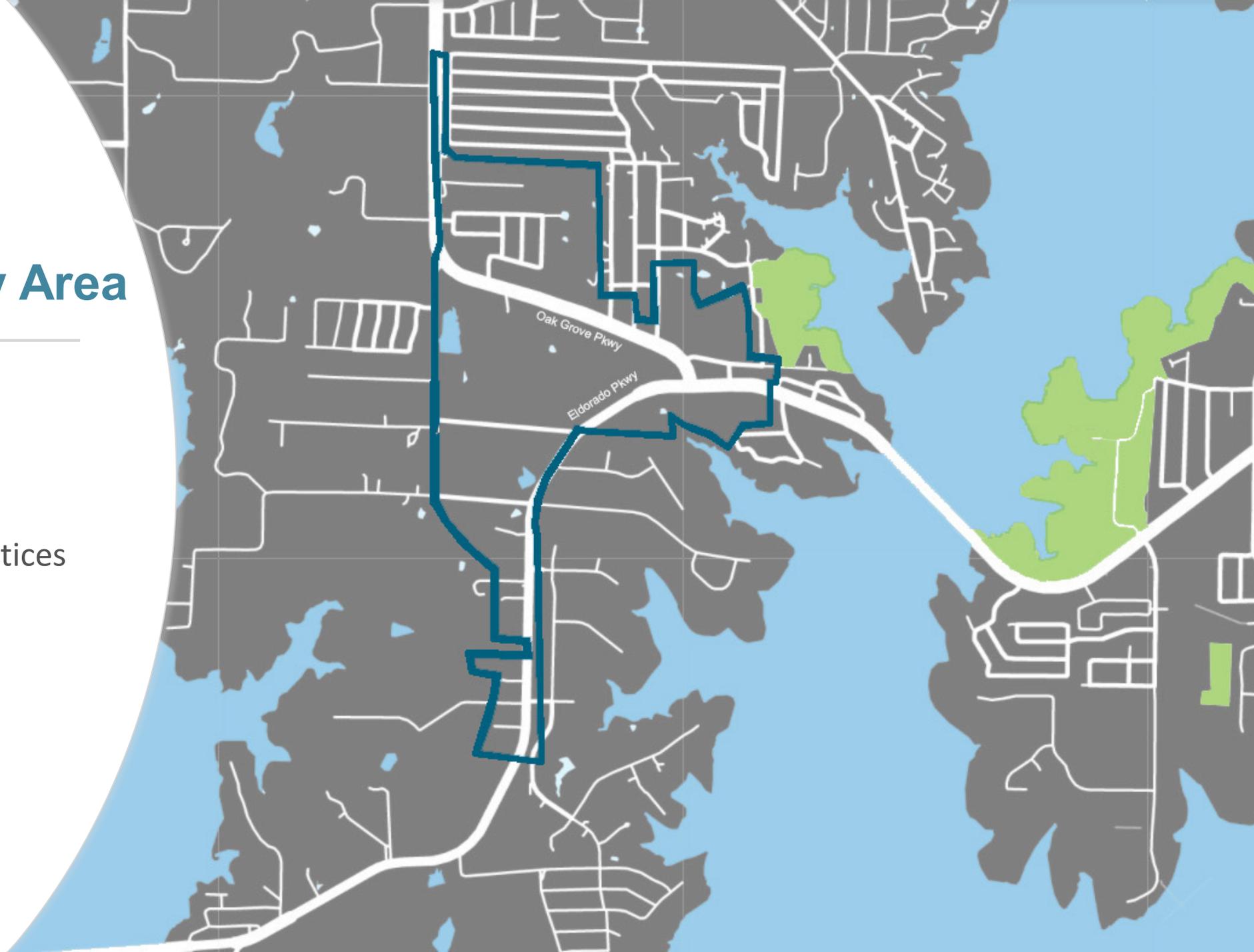
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## West Side Study Area

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What we are focused on:

- Fiscal Responsibility
- Quality of Life
- Development Best Practices



# Considerations

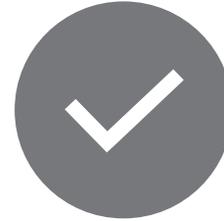
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PLANS



POLICIES



PROJECTS



LAND USE



TRANSPORTATION



PARKS AND  
RECREATION



ECONOMIC  
DEVELOPMENT



STRATEGIC  
PARTNERSHIPS

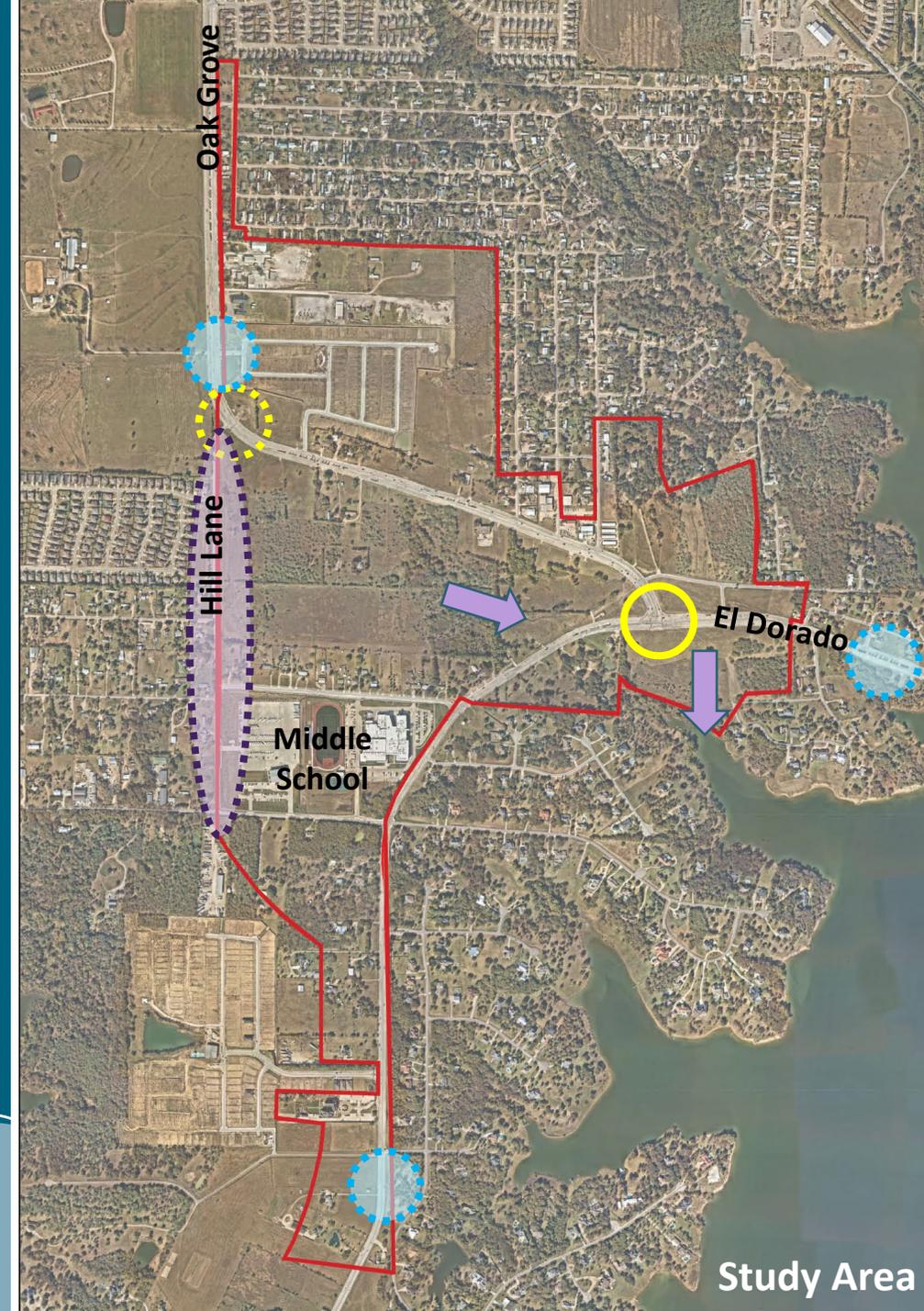
# Goals from Little Elm Strategic Report

- Provide a **safe and welcoming** environment for Little Elm residents and visitors
- Ensure **strong relationships** with the community and region
- Maximize Community recreation and leisure activities
- Maintain operational **integrity and viability**
- Promote and **expand Little Elm's identity**
- Ensure **excellence in public services** while keeping up with the growth of the community

# Built Environment

Some conditions to consider as development continues:

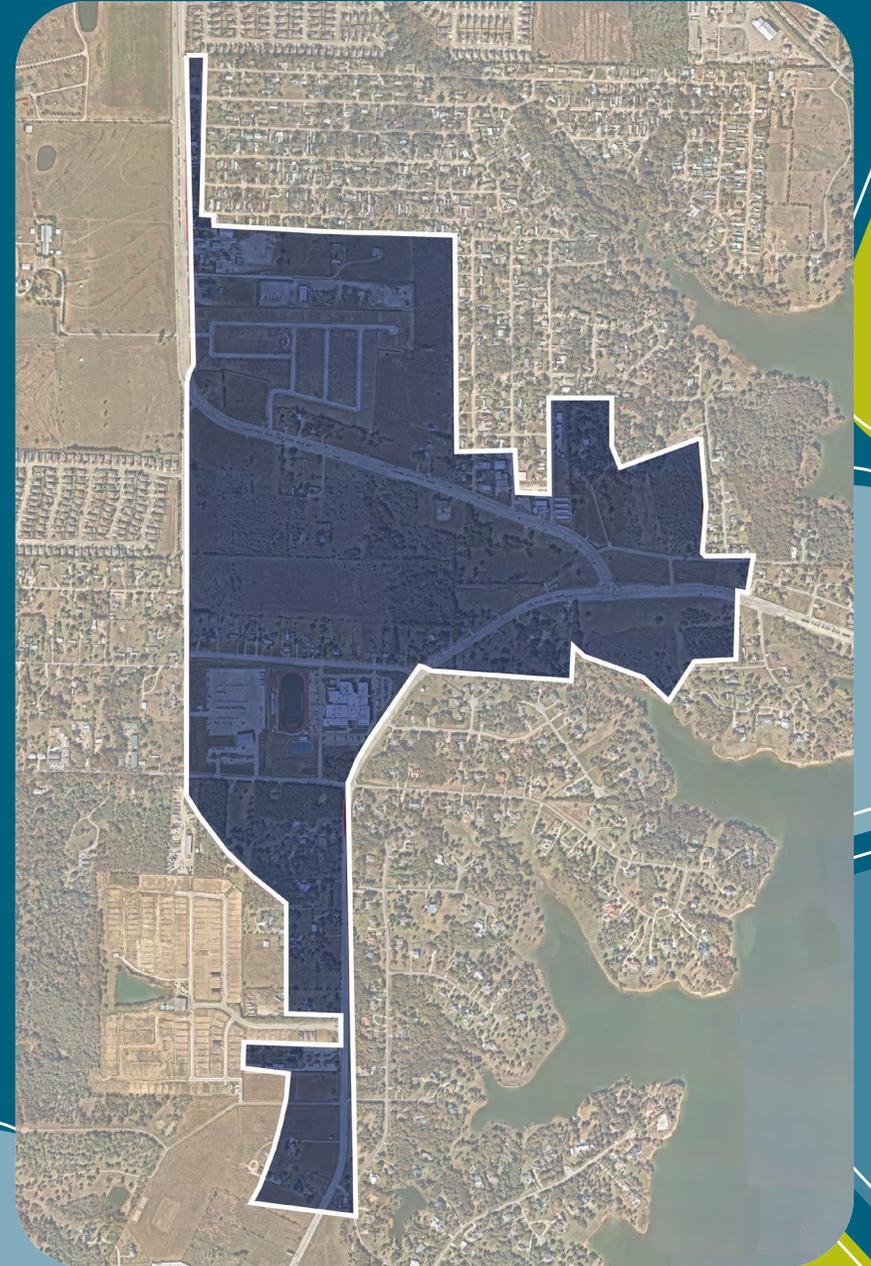
- Traffic conflicts (Northbound turns to Oak Grove)
- Lack of Identity (Undefined character)
- Adjacency isn't predictable (lack of controls)
- Topography (an asset, but also a challenge)
- Fragmented ownership (some large tracts)
- Limits on franchise utilities (gas, fiberoptics)



# Concept Scenarios

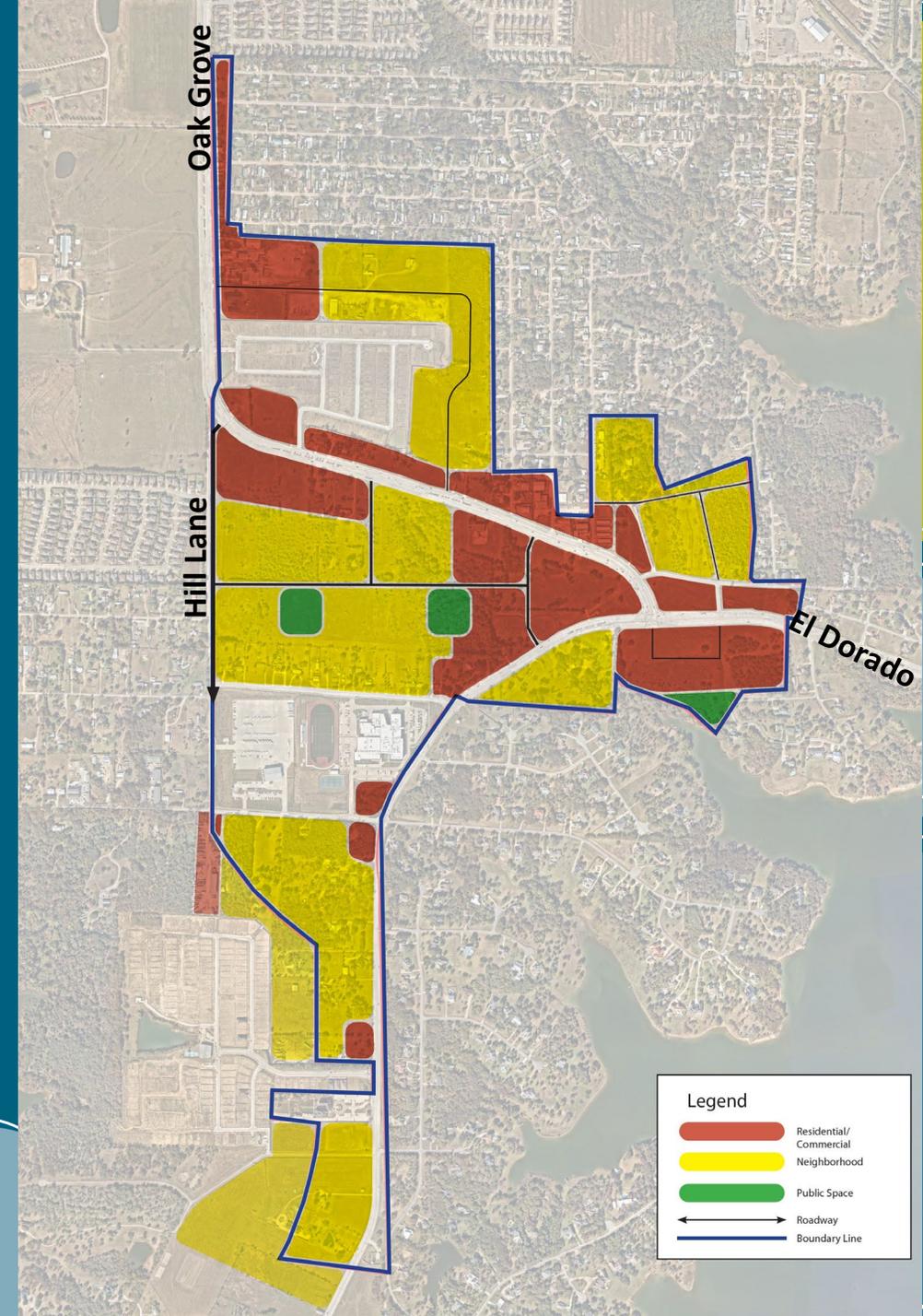
In order to understand what can be built, two scenarios were developed based on input from the first committee meeting.

- **Traditional development**
  - Utilize typical residential and commercial uses found throughout the Town
- **Neighborhood center development**
  - Develop a core area for walkable commercial, allow for some middle density housing, and buffer the edges with traditional single-family and landscaping



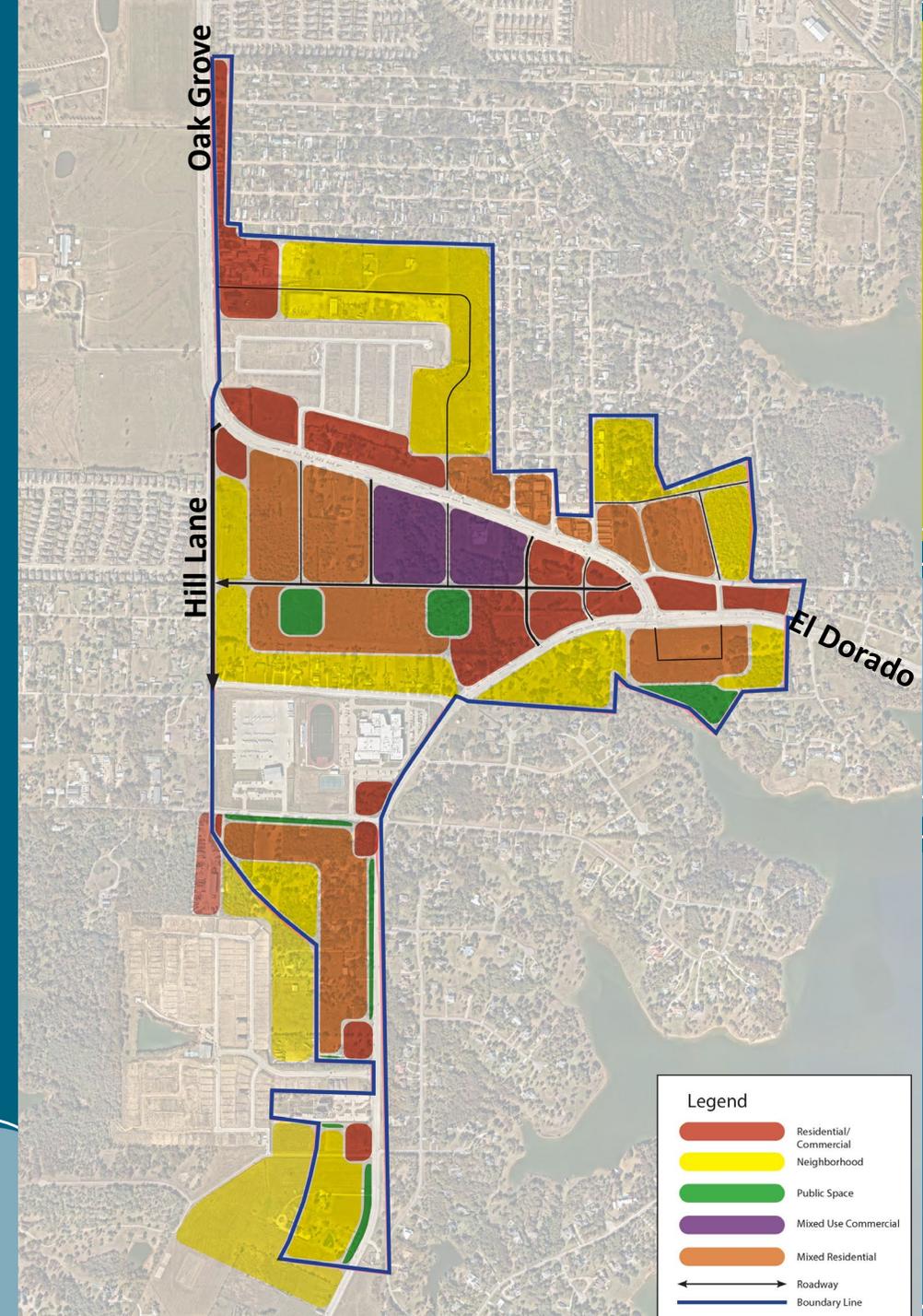
# Scenario 1: Traditional Development

- Focused on neighborhood commercial along Oak Grove, and at key intersections along El Dorado
- Incorporated greenspace to provide stormwater detention as amenities in development
- Buffered existing residential with new residential; densities from 3-6 dwelling units per acre (du/ac)
- Managed mobility and connectivity through interconnected local streets



# Scenario 2: Neighborhood Center Development

- Focused neighborhood commercial and mixed-use commercial west of intersection at Oak Grove and El Dorado
- Extended neighborhood commercial along Oak Grove and key intersections of El Dorado.
- Incorporated greenspace to provide stormwater detention as amenities in development and buffer mixed residential along roadways
- Buffered existing residential with new residential; densities from 3-6 dwelling units per acre (du/ac)
- Managed mobility and connectivity through interconnected local streets



# Land use type definitions

In order to understand and clarify the terms used for land uses in the scenarios, a series of definitions were established.

Land Use Types:

- Neighborhood
- Retail/Commercial
- Mixed-Residential

These definitions will be the starting points for land use definitions in a Comprehensive Plan update by Town staff.

# Land Use Types

## Neighborhood

(Scenarios 1 & 2)

- Based on existing neighborhood layout and context
- Appropriate transitions to existing neighborhoods with respect to densities, screening, and buffering within new neighborhoods
- Density range: 3-6 DU/AC



# Land Use Types

## Retail/Commercial (Scenarios 1 & 2)

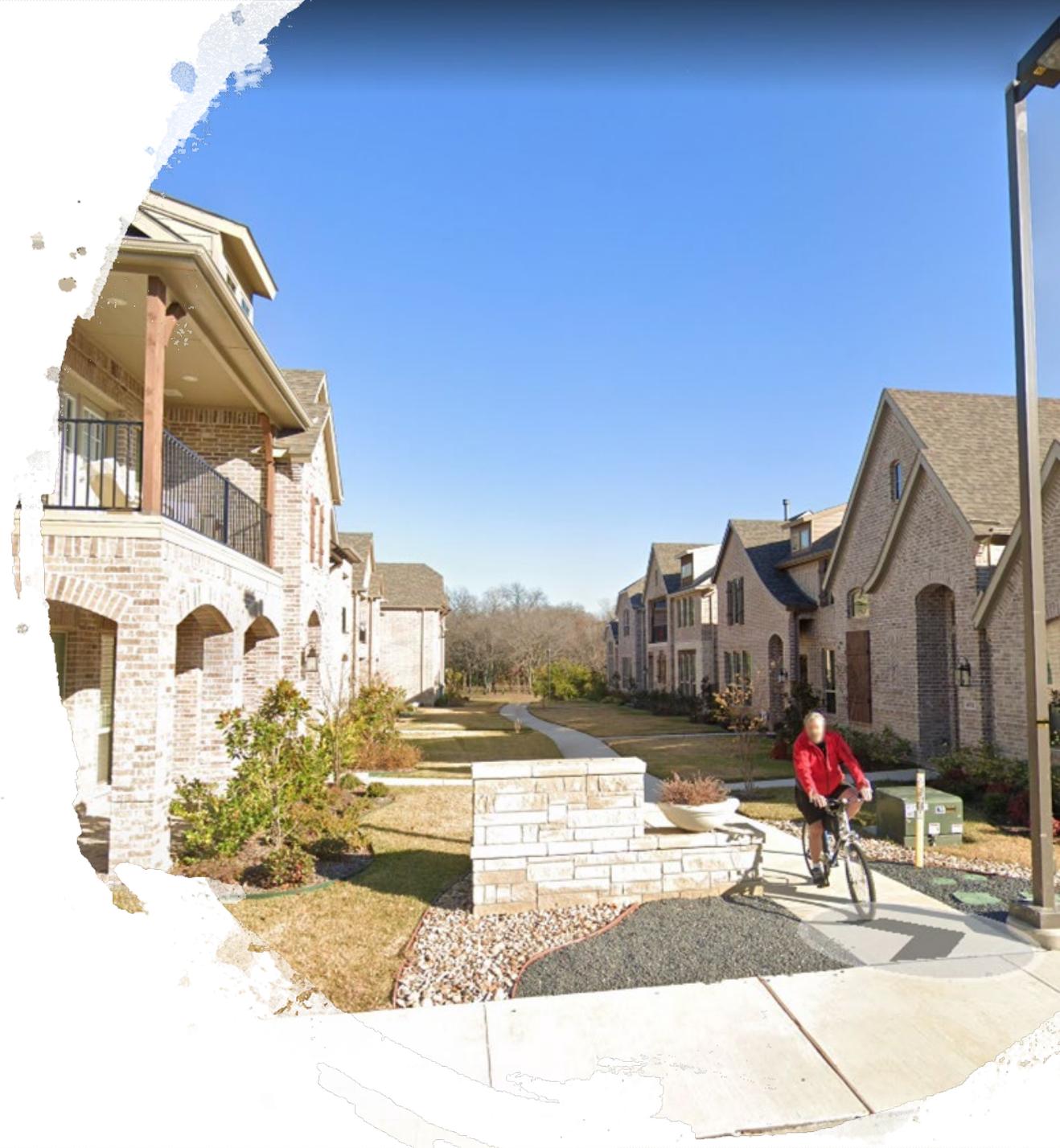
- Mostly neighborhood retail with restaurants uses or mid-rise office buildings
- May include lodging and related uses
- May include professional offices as a transition to adjoining neighborhoods
- One to two stories generally



# Land Use Types

## Mixed Residential (Scenario 2)

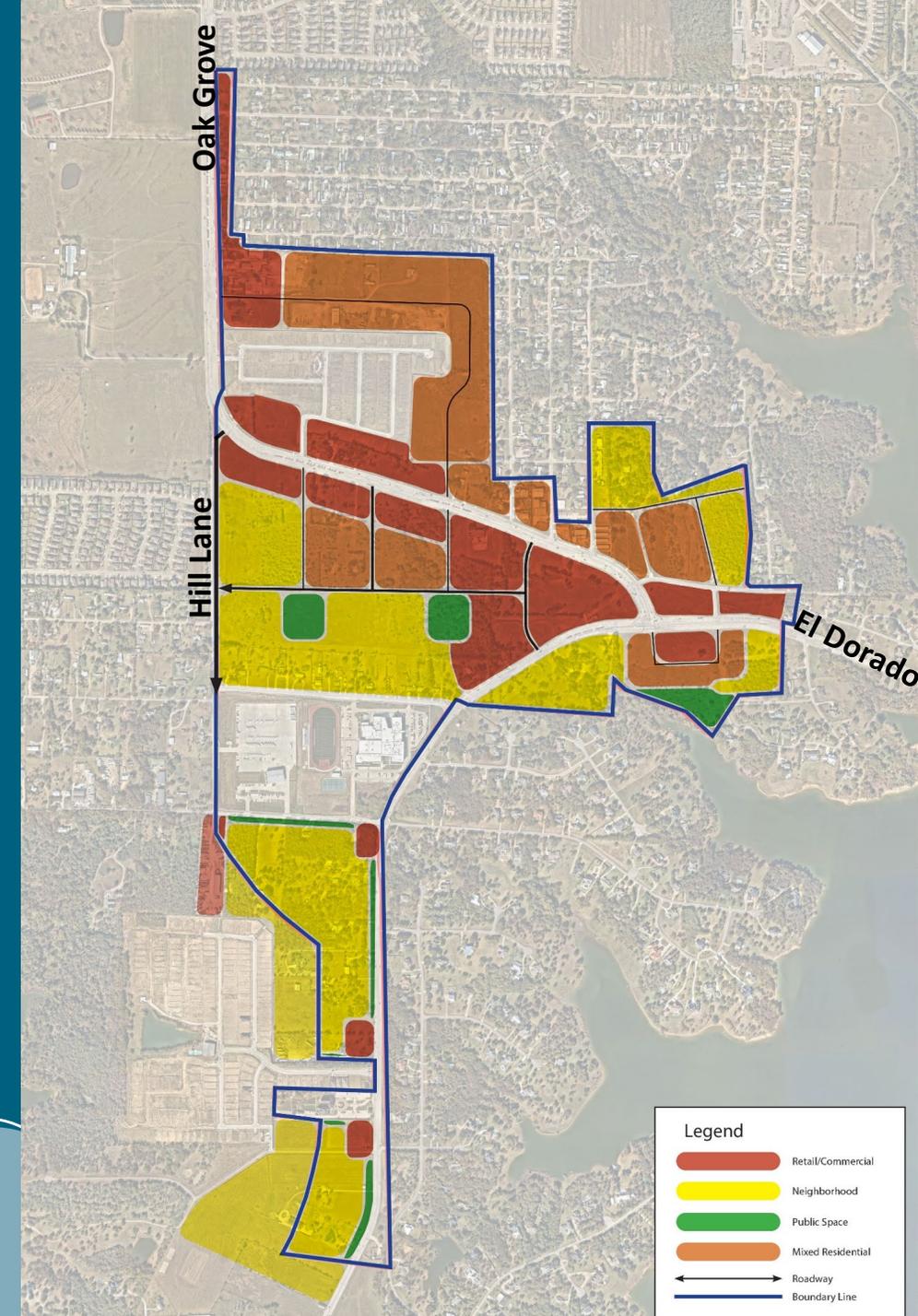
- Range of single family from large lot, to patio homes, to townhome transitions to neighborhood commercial
- Recreation related uses with access to parks and open space
- Overall residential density of 6 to 10 units per acre



# Final Concept

Based on input from the third committee meeting, this concept was determined to be an approach for the west side area.

- Focuses neighborhood commercial along Oak Grove, and at key intersections along El Dorado
- Incorporates greenspace to provide stormwater detention as amenities in development
- Buffers existing residential with new residential; densities from 3-6 dwelling units per acre (du/ac)
- Manages mobility and connectivity through interconnected local streets
- Focuses neighborhood commercial west of intersection at Oak Grove and El Dorado



## Legend

- Retail/Commercial
- Neighborhood
- Public Space
- Mixed Residential
- Roadway
- Boundary Line

# Prioritization for Implementation

## Critical Infrastructure & Programs (1-2 years):

- Franchise and municipal utility coordination (Gas and Fiber are the highest priority)
- Local mobility and connectivity map
- Coordinated Stormwater Plan
- Future Land Use Plan and zoning clean-up
- Property title clean-up (Old Hwy 24)

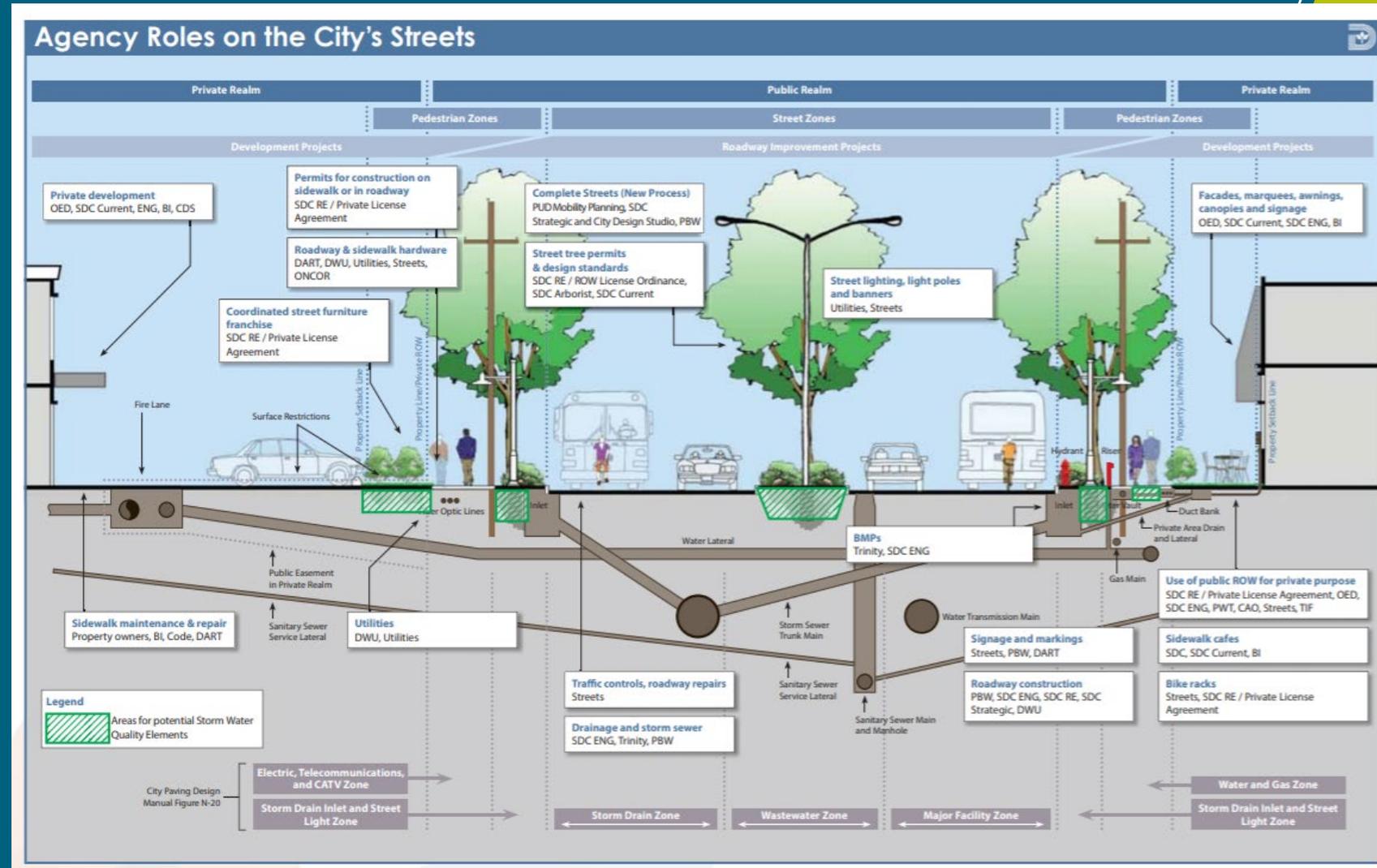
## Secondary Infrastructure & Programs (2-5 years):

- Hill Lane Reconstruction
- Pedestrian connectivity improvements
- Gateways and Wayfinding improvements

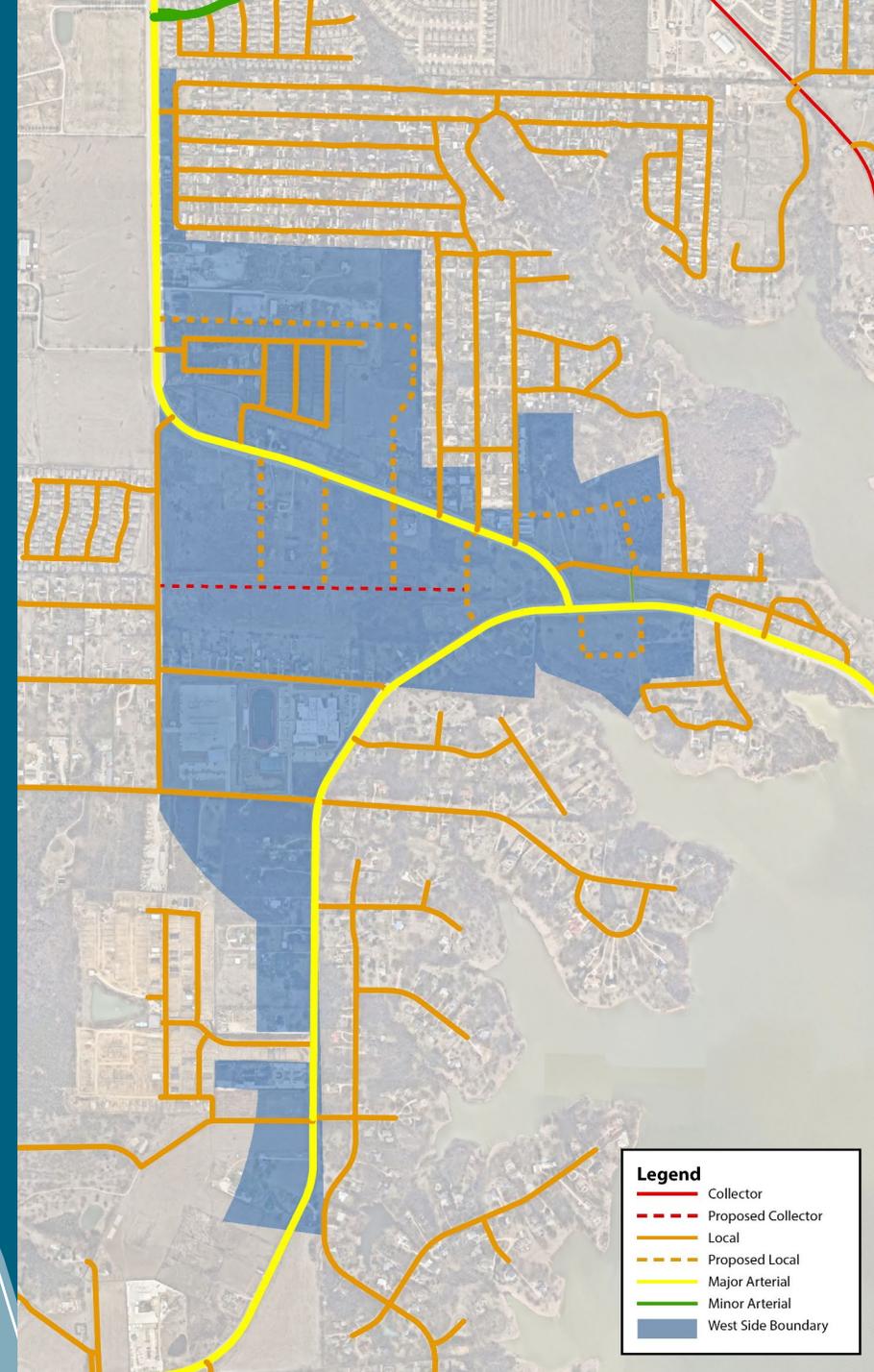
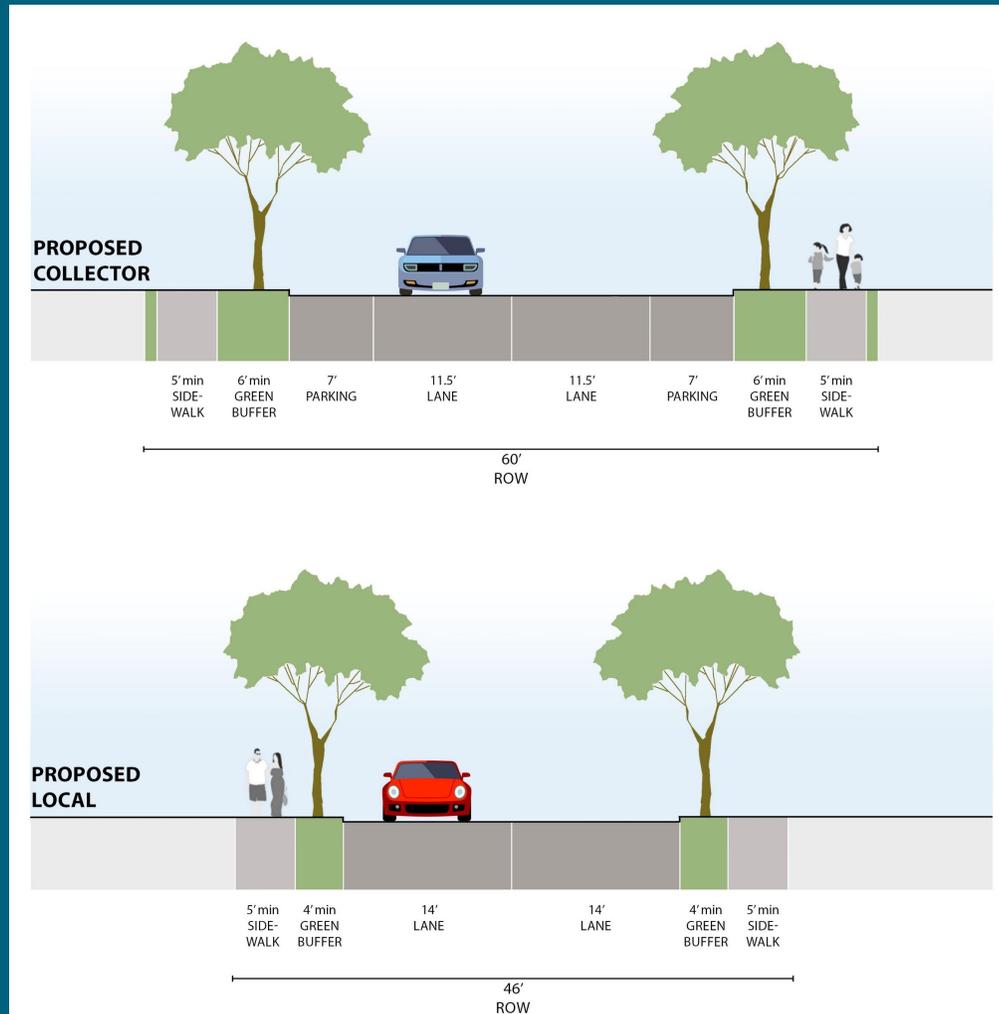
# Utility Coordination

Excerpt from Dallas Street Design Manual

- Additional fiber improvements to expand service
- Natural gas improvements to support commercial development
- Assemble design criteria that reflect intended development on the west side
- Example graphic shows the potential arrangement of street utilities that the Town can manage and their role in that management.



# Local mobility and connectivity map



# Coordinated Stormwater Plan

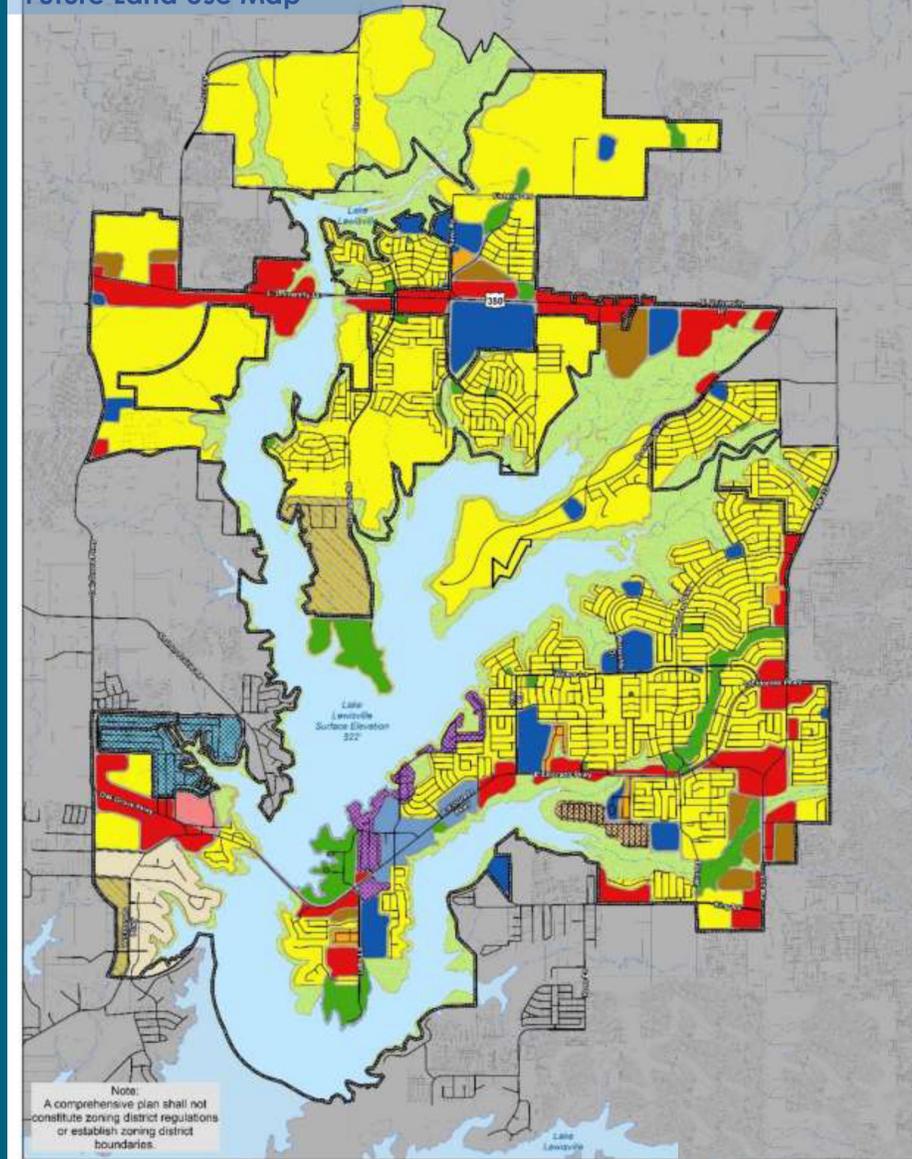
- Provide a unified method to continually improve and develop a filtration system from rainfall, runoff, inflow, outflow run off.
- The west side should include green space that is used as detention or retention pond.



# Future Land Use Plan

- Adjusting the MU on the west side
- Adjusting Estate Residential where the middle school is currently located
- Adding Commercial/Retail to the residential in the southern region of the site off of Eldorado Drive

Future Land Use Map



LITTLE ELM

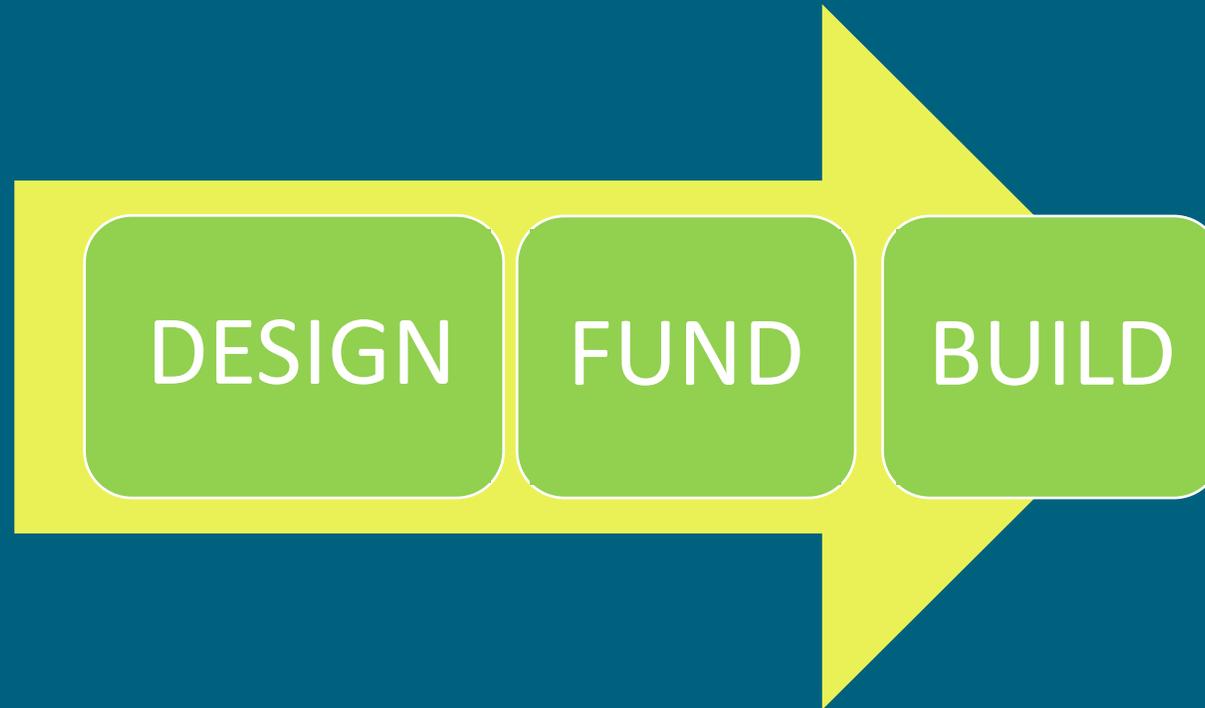


# Hill Lane Reconstruction

- Essential to have coordination with the county
- For economic development must support walkability
- Utilize green infrastructure to maximize aesthetic of roadway and decrease overall cost
- Include a vision design approach to support context sensitive design

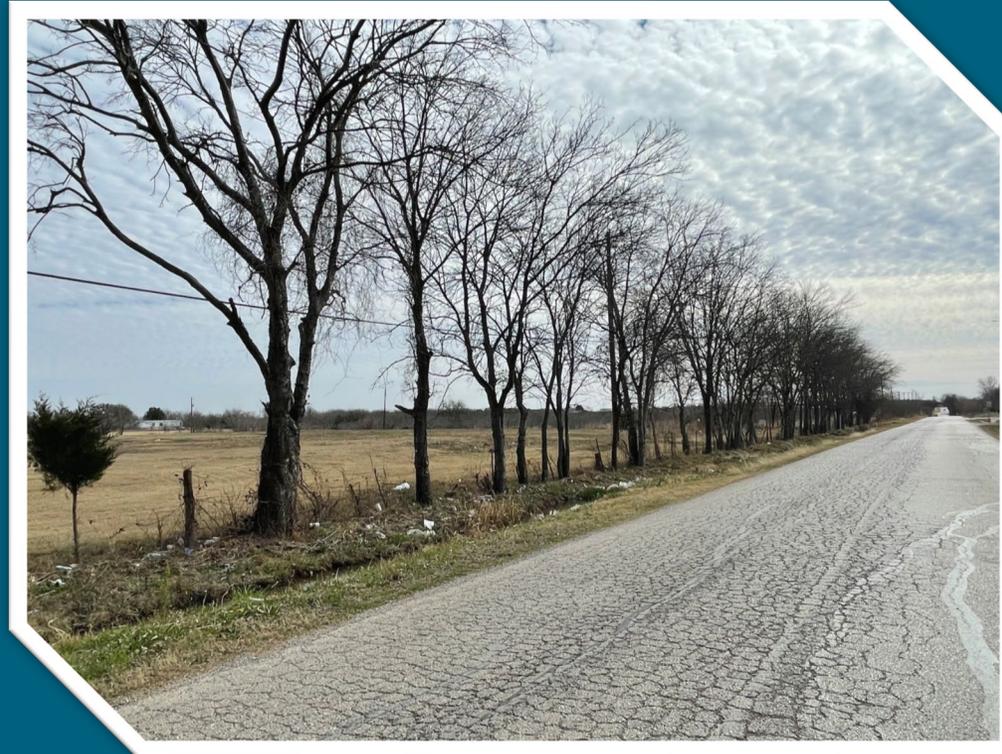


# Conventional Design Approach



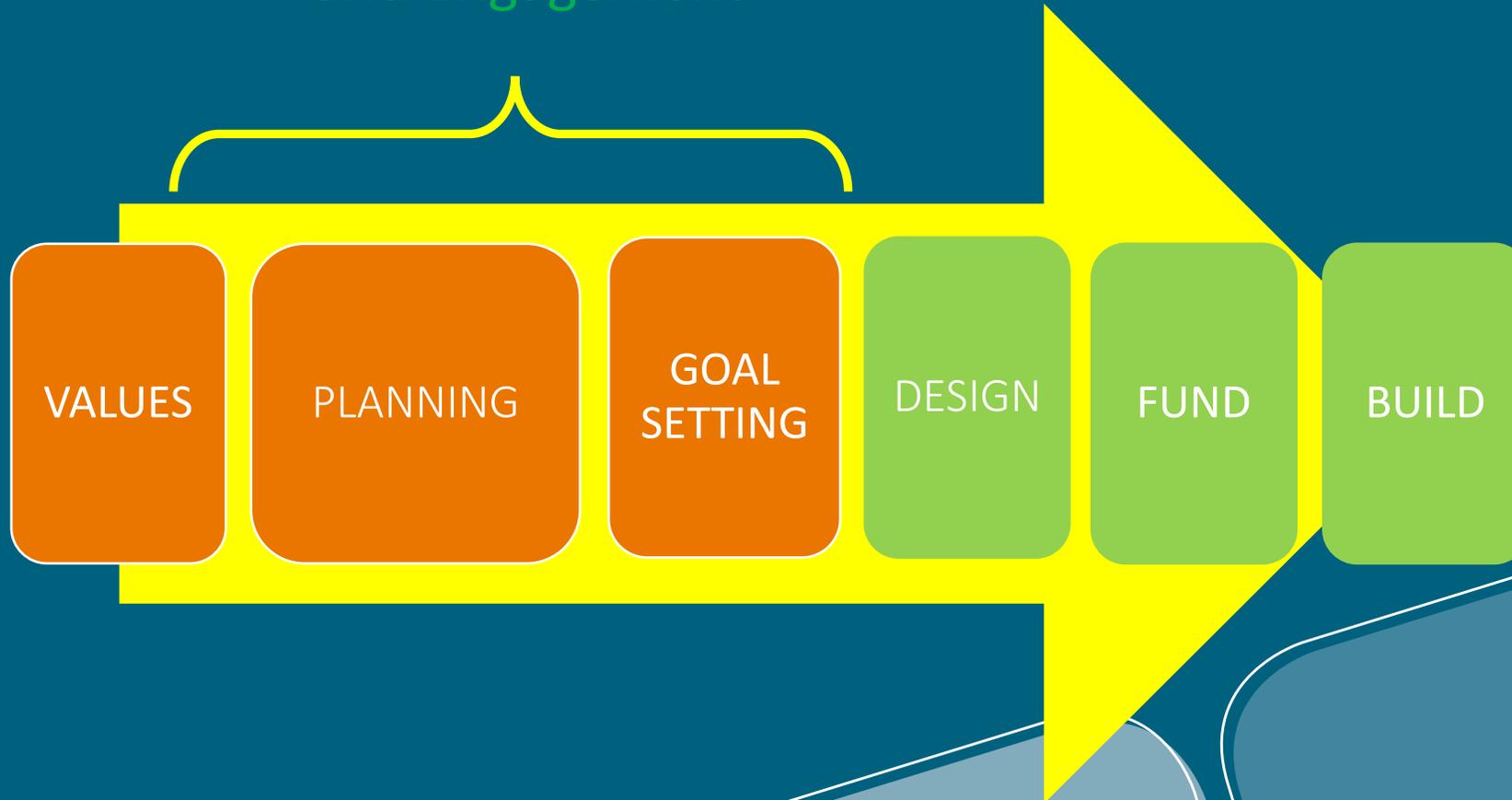
# Risk of Conventional Approach

- Limited mobility choices
- Gaps in the network
- Details block by block are missed
- Missed opportunities to advance community goals
- Influences on vitality
- Neighborhood Isolation
- Conflicting projects



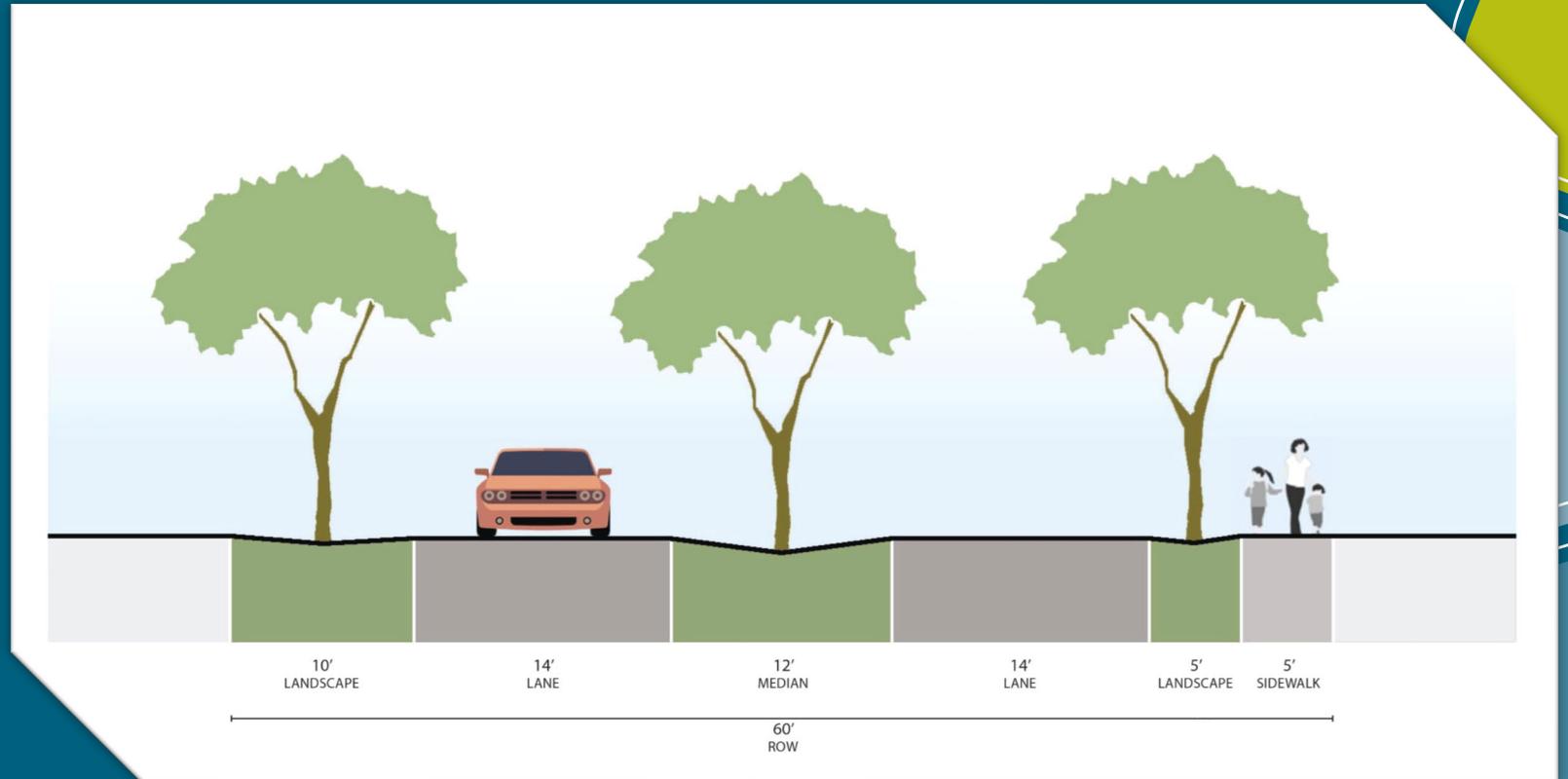
# Vision Design Approach

Process from Strategic Plan  
and Engagement



# Street Characteristics for Hill Lane

- 60' of ROW width
- Vehicle and bus accommodations
- Rural neighborhood character maintained
- Green infrastructure reduces costs
- Provide sidewalks on east side of street



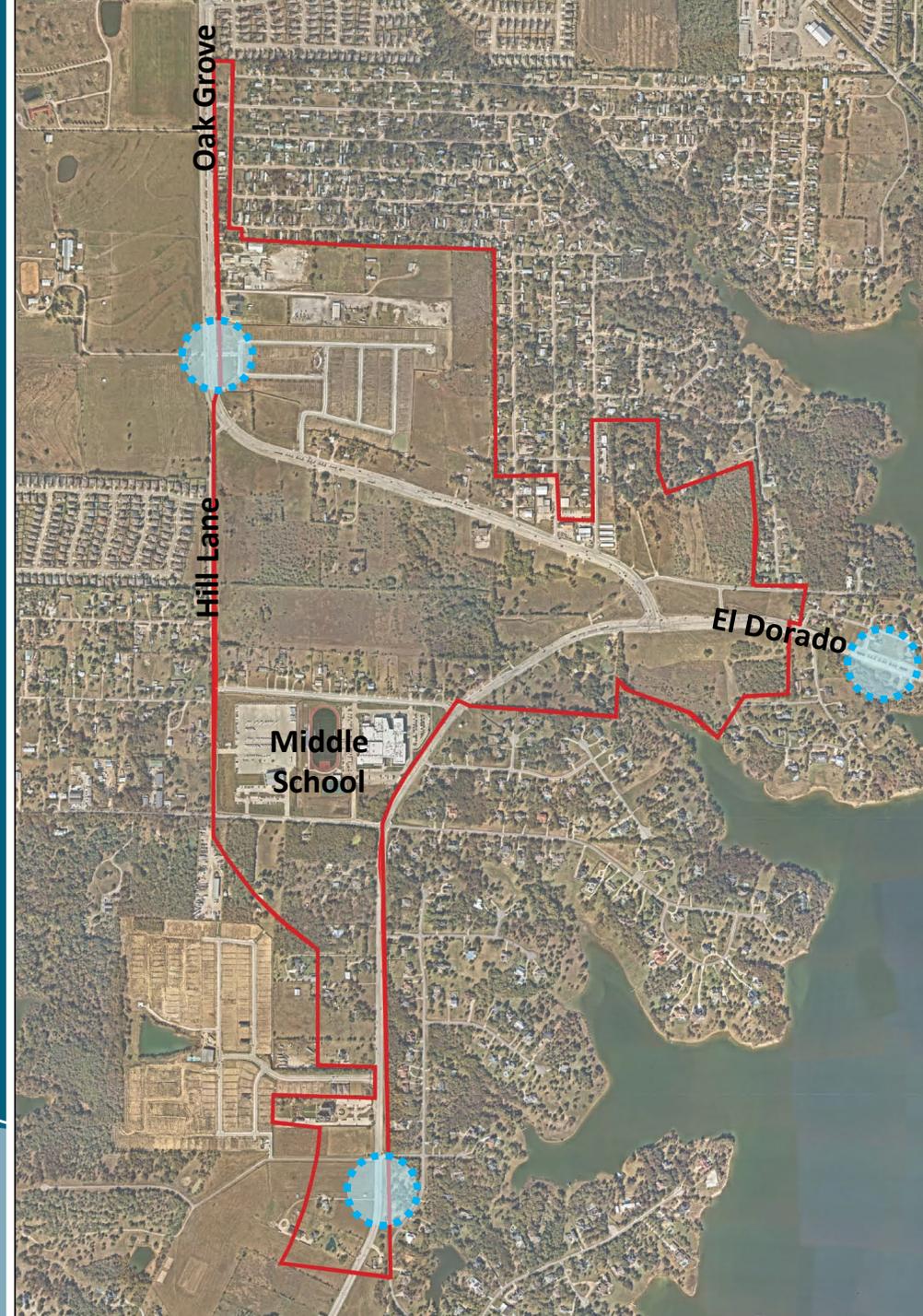
# Pedestrian connectivity improvements

- Essential to have coordination with the county
- For economic development must support walkability
- Utilize green infrastructure to maximize aesthetic of roadway and decrease cost
- Include a vision design approach to support context sensitive design



# Gateways and Wayfinding Improvements

- Start with a signature element to mark the gateway, make these gateways into **“selfie moments”** by making them accessible to the public.
- Continue improvements prior and after the **signature elements through lighting**, banners, and signage
- Improve **street crossings and pedestrian infrastructure** within the commercial core of the area



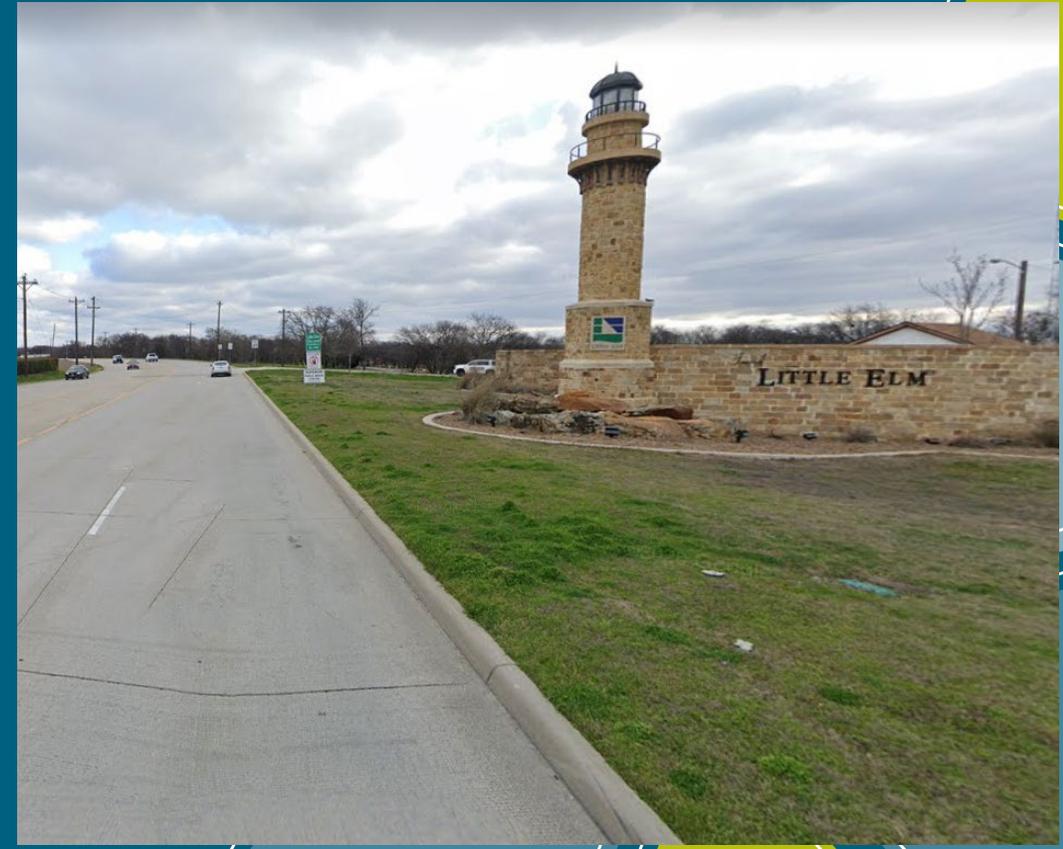
# Gateways and Wayfinding improvements



Banner Lamp Post



Lighthouse Monument



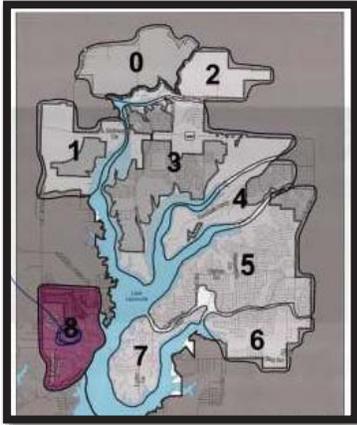
South El Dorado Gateway Monument

## Area 8 Visual Character Survey (VCS) Results Summary

Summary

The VCS results shows similar results for Area 7 and Area 8, however some typical single-family development is also desirable.

The most undesirable uses for this area are mixed use, big-box commercial and additional lakefront homes. This area is perceived to be of historical value.



### Desirable

The following images received the votes from the majority as desirable land use.



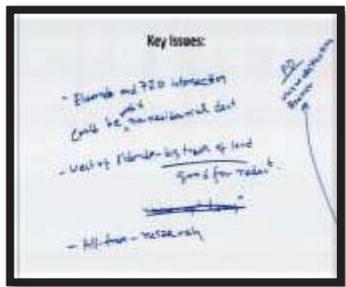
VCS Results

### Undesirable

The following images received the votes from the majority as undesirable land use.



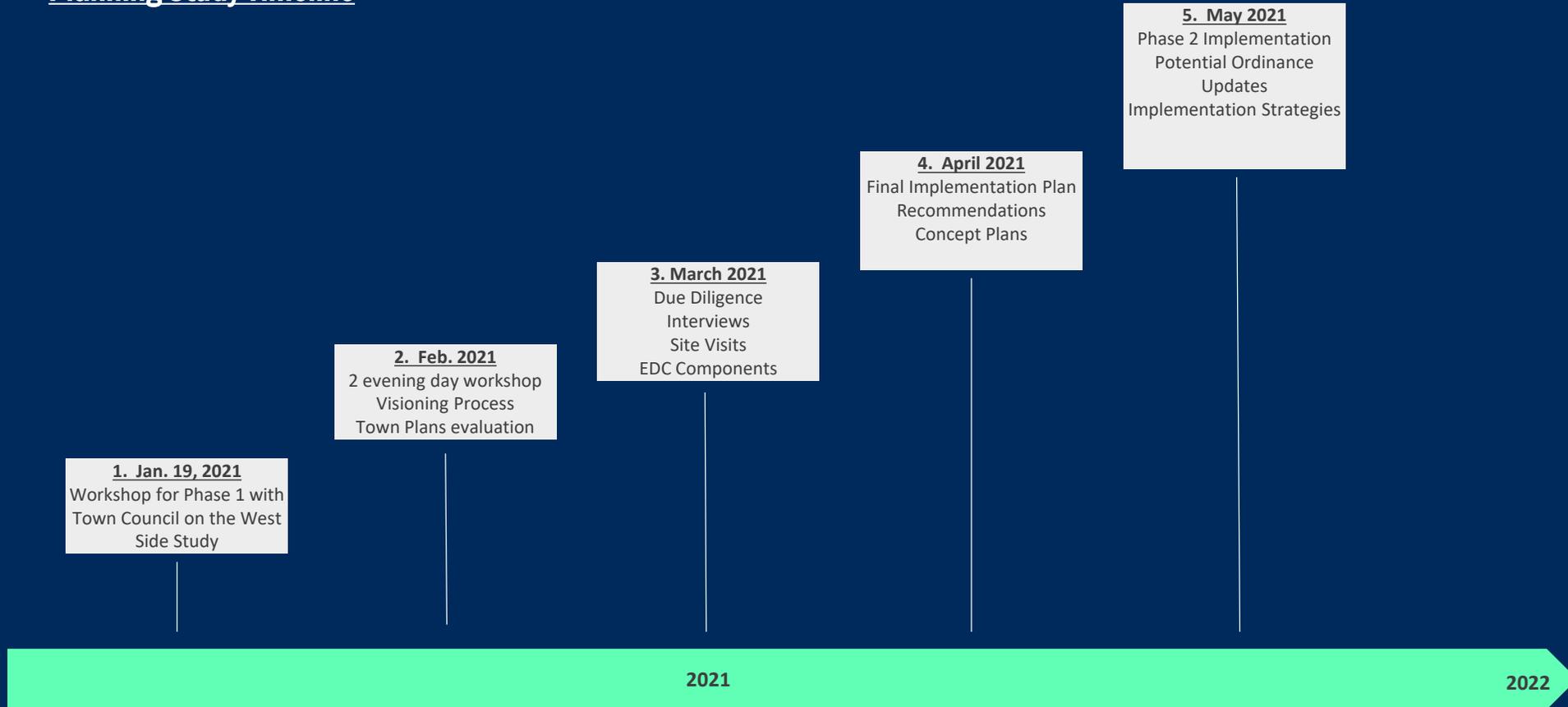
Board Results



### Key Points

Eldorado and 720 Intersection for non-residential  
**Big chunk of land west of Eldorado**  
 Planned Development      Unique destination  
 Opportunity for Redevelopment

# West Side Planning and Economic Development Planning Study Timeline



# Town of Little Elm Westside Planning Initiative

## Scope of Services

### Exhibit A –

### Amended

The Owner is looking to develop concepts and a strategic implementation plan for the westside of the Town, generally around the intersection of West Eldorado Parkway and Oak Grove Parkway. This process is broken into two phases, where the first phase is categorized in this scope of services. The purpose of this process is to determine the best practices for planning and economic development so that this westside area is not competitive with other centers in the Town, such as the Lakefront District. The focus of this initiative will be to create a preferred framework for development, optimal mix of land uses and provide recommendations for implementation of a strategic plan for the area. Phase two will be an initiative to support the implementation of recommended strategies and the scope and fee will be determined after the strategic plan recommendations are developed.

The Consultant has identified the following tasks to develop concepts and a strategic plan in this westside area.

#### **Phase 1: Complete**

##### **Task 1 – Develop Work Session Agenda and Preparation (End of January)**

The Consultant will develop an outline for a 2-evening work session agenda that includes a breakdown of activities and prescribed steering committee attendees for each activity. The Consultant will review the agenda with Town staff via virtual meeting prior to the work session.

The Consultant will review applicable documents and draft a summary memo for use in the work session. The following documents/items that will be reviewed:

- Town Comprehensive Plan
- Any Economic Development Strategic Plans
- Recent roadway improvements
- Parks and Trails Plans
- Existing bike and street network
- Current projects in design or development
- Town Zoning and Subdivision Ordinance
- Town Strategic Plan

The Consultant will develop area maps in preparation for the work session.

##### **Task 2 – Attend and lead Work Session (February)**

The Consultant will have two employees present during a two-day work session. In addition, up to two employees with certain experience, identified as subject matter experts during Task 1, will be available for virtual participation during key work session items. Town staff will support the team by managing attendance of the steering committee and Town staff participants and providing a location with wi-fi, projection systems and room for appropriate social distancing for the work session. The work session is anticipated to consist of the following activities that will be finalized during Task 1:

- Site Visits/Observational Tours
  - Walking tour of successful projects and new developments in the area
  - Walking tour of the subject site
  
- Potential Work Session Meetings
  - Block, Street and Infrastructure Framework
  - Code Evaluation – Zoning audit/development process
  - Potential Catalytic Projects
  - Steering Committee Round Table Discussion
  
- Wrap-Up and Visioning
  - Outline topline recommendations and strategies
  - Review conceptual framework to be further developed
  - Discuss next steps
  
- EDC Components
  - Market research to understand basic conditions of market potential
  - Recruitment strategies based on current market trend and Town Vision

**Task 3 – Follow-Up Interviews (February-March)**

Up to three one- hour phone calls to cover outstanding questions that were not resolved during the work session.

**Task 4 – Deliverables (March-April)**

4.1 – Concept Plan: The Consultant will produce up to two (2) draft plans from the work session event that will be reviewed by Town staff and Steering Committee members. Comments and feedback will be received to produce a final conceptual plan that will be the basis for recommendations in the final slide deck.

4.2 – Implementation Slide Deck: The Consultant will prepare a slide deck (PowerPoint) that outlines the results of the work session and list implementation items to begin the revitalization process in these study areas. Strategies may include recommendations for zoning updates, CIP updates or other necessary relationship strategies to support the vision. This slide deck is anticipated to be future projects or actions that should be completed that are outside the scope of the work session event. One (1) round of edits will be provided after the draft slide deck is provided to Town staff and Steering Committee for review.

**Phase 2: Amendment #1**

**Task 5 – Comprehensive Plan Updates – Land Use Definitions (End of June)**

The Consultant will develop a series of land use definitions for adoption into the current comprehensive plan. The Consultant will review the definitions with Town staff via virtual meeting.

The Consultant will edit definitions and provide a Microsoft Word version for adoption as an Appendix to the current Comprehensive Plan, for Town Staff to take through adoption process with Planning and Zoning Commission and Town Council.

**Task 6 – Zoning and Subdivision Assessment – Town of Little Elm (End of July)**

The Consultant will develop an assessment of the Town’s zoning and subdivision regulations to ensure that

they are compatible with each other and with the Comprehensive Plan. The review will include:

- Diagnostic analysis of the Town's existing zoning/subdivision regulations and approval processes to lay the foundation for updating the Town's regulations as a phase 2 process;
- Definitions of problems and issues arising out of the Town's current codes and practices against the backdrop of community approved goals and objectives;
- Outline of the proposed recommendations on how the Town's procedures and regulations can be made more user-friendly, as well as opportunities the town can pursue to enhance its public image and to proactively encourage cooperation and high- quality products from the development community; and
- Review of the current adopted comprehensive plan and a comparison of regulations from other jurisdictions within North Texas that have similar conditions, conflicts and appropriate resolutions.

The Consultant will review the assessments of the zoning and subdivision regulations with Town staff via virtual meeting.

The Consultant will edit assessment and provide a PDF version for Town Staff.

**Task 7 – Zoning and Subdivision Regulations Updates – Westside Study Area Only (Sept/October)**

The Consultant will build from Task 6 deliverable to determine the appropriate overlay or zoning district to be used for the Westside study area. Deliverables include:

- Initial draft of zoning recommendations
- Review and edits from Town Staff
- Public work session with Planning and Zoning Commission to review recommendations
- Edits and refinement to a final draft of recommendations
- Option: Support Town Staff in adoption process for Westside zoning

# Town of Little Elm Westside Planning Initiative

## Fee Schedule

### Exhibit B

The following fee is proposed per phase and task of this Westside Planning Initiative:

#### **Phase 1 – Concept and Strategic Plan: Complete**

Task 1 – Develop Work Session Agenda and Preparation	5,000
Task 2 – Attend and lead Work Session	12,000
Task 3 – Follow-Up Interviews	3,000
Task 4 – Deliverables	20,000
<b>Total Phase 1 Fee</b>	<b>\$40,000</b>

#### **Phase 2 – Implementation of Strategic Plan**

Task 1 – Comprehensive Plan Updates	5,000
Task 2 – Zoning and Subdivision Assessment	20,000
Task 3 – Zoning for Westside Study Area	10,000
<b>Total Phase 1 Fee</b>	<b>\$35,000</b>



**Date:** 06/01/2021  
**Agenda Item #:** 7. A.  
**Department:** Administrative Services  
**Strategic Goal:** Promote and expand Little Elm's identity  
**Staff Contact:** Mayor David Hillock

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**AGENDA ITEM:**

Present, Discuss, and Consider Action on **Resolution No. 0601202104 Accepting an Invitation From and Agreeing to Affiliate with Fort Portal, Tooro as Sister Cities.**

**DESCRIPTION:**

Mayor David Hillock visited with King Oyo, the reigning King of Tooro, Uganda, during his recent trip to Little Elm, TX. The two discussed forming a sister city relationship between the Town of Little Elm and the Kingdom of Tooro. This resolution would consider King Oyo's invitation to affiliate with Fort Portal, Tooro as sister cities.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Staff requests direction from Town Council.

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**Attachments**

Resolution No. 0601202104

**TOWN OF LITTLE ELM, TEXAS  
RESOLUTION NO. 0601202104**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, ACCEPTING AN INVITATION FROM AND AGREEING TO AFFILIATE WITH FORT PORTAL, TOORO AS SISTER CITIES.**

**WHEREAS**, many cities in the United States and across the world affiliate with one another as Sister Cities to foster friendship and collaboration for the mutual benefit of their communities by exploring cultural, educational and commercial opportunities; and

**WHEREAS**, King Oyo, the reigning King of Tooro, in Uganda, and the Mayor of the Town of Little Elm visited during King Oyo's trip to the Town of Little Elm in May of 2021; and

**WHEREAS**, the Town of Little Elm gratefully accepts the invitation from King Oyo, the reigning King of Tooro, in Uganda to establish a relationship as Sister Cities, with its capital, Fort Portal, in order to support and encourage opportunities for mutually beneficial practical exchanges in the fields of business, education, culture, history, and tourism, and to develop friendship between the citizens of our two cities, share other common interests to promote mutual understanding among our citizens, and contribute to the furtherance of goodwill between our countries as well as to the prosperity and peace of the world;

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

**Section 1.** The Mayor of the Town of Little Elm is hereby authorized and directed to express the Town's acceptance of the King's invitation and in conjunction with King Oyo's appointed representative, Joseph Kamugisha, to formalize a Sister City agreement to be signed in ceremony by both of our Cities on a mutually specified date.

**Section 2.** This Resolution shall take effect immediately upon and from its passage.

**DULY PASSED AND APPROVED**, by the Town Council of the Town of Little Elm, Texas on this 1<sup>st</sup> day of June, 2021.

**APPROVED:**

\_\_\_\_\_  
David Hillock, Mayor

**ATTEST:**

\_\_\_\_\_  
Caitlan Biggs, Town Secretary