



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

**Tuesday, June 15, 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  - C. Items to be Withdrawn from Consent Agenda.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. Present **Certificates of Recognition to Public Works Employees for Displaying the Town's Core Value of Innovation.**
  - H. Town Council to Highlight Items on the Agenda Needing Further Discussion or Comments Prior to the Regular Session.
2. **Roll Call/Call to Order Regular Town Council Immediately Following Council Workshop.**

3. **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.*

4. **Consent Agenda**

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

- A. Consider Action to Approve the **Minutes from the June 1, 2021 Regular Town Council Meeting.**
- B. Consider Action to **Authorize Funds for the Annual Firework Display Expenditure with Illumination Fireworks Partners, LP, with an Estimated Annual Amount of \$75,000.**
- C. Consider Action to Approve an **Interlocal Agreement between the Town of Little Elm and Denton ISD to Provide Law Enforcement Services (School Resource Officers).**
- D. Consider Action to Approve the **Purchase of a Command Center from Farber Specialty Vehicles in the Amount of \$599,853.**
- E. Consider Action to Approve **Retroactive Authorization for an Emergency Generator Replacement for the Public Safety Building by Petri Electric in the Amount of \$150,961.50.**
- F. Consider Action to Award a **Construction Contract to CEC Facilities Group for the Installation of Electric Vehicle Charging Stations.**
- G. Consider Action to Approve **Resolution No. 0614202101ED Authorizing the First Amendment to Promissory Note and Loan Agreement No. 7833 and Resolving Other Matters Incident and Related Thereto.**
- H. Consider Action to Approve an **Amendment for Contract Services Budget Year 2020-2021 for the Economic Development Corporation.**
- I. Consider Action to Approve a **Proposal from McCathern, PLLC for the West Side Parcel Clean-Up in an Amount not to exceed \$50,000.**

- J. Consider Action to Approve **Expenditure Authority for a Professional Services Agreement with SAFEbuilt Texas, LLC. for Inspection and Plan Review Services for the Town in an Estimated Annual Amount of \$100,000.**
- K. Consider Action to Approve **Ordinance No. 1613 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.**

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

- A. Present, Discuss and Consider Action on **Resolution No. 0615202101 Canvassing the Returns and Declaring the Results of a Runoff Election held on Saturday, June 5, 2021, to Elect Mayor for a Three (3) Year Term and Elect One (1) Town Council Member from Place 5 for a Two (2) Year Term; Finding that All Matters Set Forth Herein are True and Correct; and Providing for an Immediate Effective Date.**
- B. Present and Issue the **Certificate of Election to Curtis J. Cornelious for Mayor and Jeremy Lukas for Council Member Place 5.**
- C. Present and Administer the **Statement of Officer and Oath of Office for Curtis J. Cornelious, Mayor.**

6. **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.

7. **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.

8. **Adjourn.**

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

Persons with disabilities who plan to attend this meeting and who may need auxiliary aide of service such as interpreters for the hearing impaired, reader or large print are requested to contact the secretary at 214-975-0452 two days prior to the meeting so appropriate arrangements can be made.

**BRaille IS NOT PROVIDED.**

Respectfully,

Town Secretary

**This is to certify that the above notice was posted on the Town's website this 10th day of June 2021 before 11:00 p.m.**





**Date:** 06/15/2021  
**Agenda Item #:** 1. G.  
**Department:** Administrative Services  
**Strategic Goal:** Ensure excellence in public services while keeping up with the growth in the community  
**Staff Contact:** Kate Graham, Assistant to the Town Manager

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**AGENDA ITEM:**

Present **Certificates of Recognition to Public Works Employees for Displaying the Town's Core Value of Innovation.**

**DESCRIPTION:**

In May, four of the Town's Public Works employees earned licenses from the Texas Commission on Environmental Quality (TCEQ). These are all tremendous accomplishments. The Town is extremely proud of them and look forward to their continued success.

Corrie Barnes completed her training and obtained her "B" Wastewater Treatment Operator license. This is the culmination of over 100 hours of technical training in the wastewater treatment field, a minimum of three "3" years of hands-on experience and the passing of an exam administered by the TCEQ. Corrie is now, one of two individuals in the Town of Little Elm who hold this particular license. Corrie has been with the organization since February 2018.

Kevin Swindle completed his training and obtained his "B" Water Distribution Operator license. This accomplishment was only achievable after a minimum of three "3" years of hands-on experience in water operations, over 120 hours of technical training in the water distribution field and the passing of an exam administered by the TCEQ. Kevin is now the only individual in the organization to hold this license. Kevin has been with the organization since January 2020.

Tim Walker completed his training and obtained his "C" Water Distribution Operator license. This license requires a minimum of two "2" years of hands-on experience in water operations, 60 hours of technical training in the water distribution field and the passing of an exam administered by the TCEQ. Tim has been with the organization since November 2017 and was recently promoted to Utilities Manager.

Salvador Rodriguez completed his training and obtained his "D" Water Operator license. This license requires a minimum of one "1" year of hands-on experience in water operations, 20 hours of

technical training in the water operations field and the passing of an exam administered by the TCEQ. Sal has been with the organization since July 2018 and began his career in the Street division.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Information only, no action required.

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**Date:** 06/15/2021  
**Agenda Item #:** 4. A.  
**Department:** Administrative Services  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Caitlan Biggs, Director of Administrative Services/Town Secretary

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**AGENDA ITEM:**

Consider Action to Approve the **Minutes from the June 1, 2021 Regular Town Council Meeting.**

**DESCRIPTION:**

The minutes from the June 1, 2021 Regular Town Council meeting are attached for approval.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Staff recommends approval.

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**Attachments**

Minutes - June 1, 2021

# DRAFT

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

## REGULAR TOWN COUNCIL MEETING TUESDAY JUNE 1, 2021 - 6:00 p.m.

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

Staff Present: Joe Florentino, Assistant Town Manager; Matt Mueller, Town Manager; Chad Hyde, Director of Community Services; Doug Peach, Deputy Town Manager; Fred Gibbs, Director of Development Services; 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

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

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

#### A. Invocation.

*Mayor Pro Tem Blais led the invocation.*

#### B. Pledge to Flags.

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

*None.*

#### D. Emergency Items if Posted.

*None.*

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

*None.*

F. Presentation of Monthly Updates.

*Director of Community Services Chad Hyde gave a recap of Memorial Day weekend at Little Elm Park. He stated that about \$16,000 worth of parking fees were generated on Sunday. However, the beach didn't feel overcrowded due to people spreading out. The lake level is currently at 527.2, close to 528 by Friday. Chief Harrison stated that there haven't been a lot of complaints for towing over the weekend from private businesses. Hyde also stated that The Cove also experienced record-breaking numbers over the weekend, the increase was about 500 members. There are currently about 7,500 members between The Rec and The Cove.*

*EDC Executive Director Jennette Espinosa stated that we officially closed on the PID and TIRZ documents for the Spiritas property.*

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 **Fiber Optics in the Town of Little Elm.**

*Director of Development Services Fred Gibbs introduced Carl Ahslund with Open Infra. He gave the attached presentation regarding an overview of their company. He stated that they have an open access model, which is new in the United States. He stated that they build the infrastructure, but do not provide internet to customers themselves, providing a free market for providers. He stated that the company is investing \$400M over 5 years and has already started construction in Pilot Point and Paloma Creek. He stated that there a lot of possibilities in the construction of the infrastructure, such as wi-fi in public parks. He discussed a timeline of build-out for the town. Mayor Hillock asked if they provided the equipment for the customer. Carl stated that yes, they do. Mayor Pro Tem Blais asked if they would be responsible for cybersecurity. Carl responded that it is still the responsibility of the provider, not them. Carl discussed their process and construction methods. Mayor Pro Tem Blais requested that the west side be included in future phases.*

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

*Chief Financial Officer Kelly Wilson stated that the last time this ordinance was updated was in 2017 and is needing to be updated again. She gave several examples of updates that would be included in the proposed ordinance that will be brought forward to Council at the next meeting. Mayor Hillock recommended that if the deposit is less than \$10, the resident would need to request it and have two weeks to return it. She recommended reducing the adjustment period for leaks from two billing cycles to one, with the flexibility to address hidden leaks. She also discussed including a right of access for employees. Deputy Town Manager Doug Peach stated that this is necessary in some cases for sampling for tests.*

3. Presentations.

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

*Town Manager Matt Mueller presented Logan Bussard with a Certificate of Recognition for his show of Outstanding Customer Service.*

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

*Town Manager Matt Mueller presented Officer Ramirez with a Certificate of Recognition for her Outstanding Show of Integrity.*

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.*

**None.**

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 Michael McClellan, seconded by Mayor Pro Tem Neil Blais **to approve the Consent Agenda.**

**Vote:** 7 - 0 - Unanimously

- 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.**

*Mayor Hillock discussed his visit with King Oyo of Tooro, Uganda. Amy Hillock discussed the gifts that King Oyo gave to the town. Mayor Hillock stated that this resolution would connect the kids in both cities to exchange letters.*

Motion by Council Member Lisa Norman, seconded by Council Member Tony Singh **to approve Resolution No. 0601202104.**

**Vote:** 7 - 0 - Unanimously

**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.

*There was no Executive Session.*

**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.
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- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

**10. Adjourn.**

***Meeting adjourned at 6:54 p.m.***

Respectfully,

**Caitlan Biggs**  
Town Secretary

Passed and Approved this 15th day of June 2021.





## Town Council Meeting

**Date:** 06/15/2021  
**Agenda Item #:** 4. B.  
**Department:** Finance  
**Strategic Goal:** Maximize community recreation and leisure activities  
**Staff Contact:** Chad Hyde, Director of Community Services

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### AGENDA ITEM:

Consider Action to **Authorize Funds for the Annual Firework Display Expenditure with Illumination Fireworks Partners, LP, with an Estimated Annual Amount of \$75,000.**

### DESCRIPTION:

This agreement includes displays for Christmas at the Beach and a dual display for July Jubilee. The agreement will be renewed for up to four additional annual terms.

### BUDGET IMPACT:

Funding has been approved and available in the Parks Fund - Special Events budget. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

### RECOMMENDED ACTION:

Staff recommends approval.

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### Attachments

Fireworks Amendment



**Purchasing**  
100 West Eldorado Parkway  
Little Elm, TX 75068  
Phone: 214-975-0411  
Fax: 972-377-5540

May 17, 2021

Illumination Fireworks Partners, LP  
Attn: Jennifer Burns  
1605 Crescent Circle, Suite 200  
Carrollton, TX 75006

Ref: Bid 2016- 44 – Pyrotechnic Display Services (1st Amendment)

The Town of Little Elm would like to amend the agreement with your firm:

**DATE AND LOCATION**

- July 4<sup>th</sup>: Dual launch locations - Little Elm Park and field across from Little Elm High School
- First Week of December: Little Elm Park – Christmas Tree Lighting

**SCOPE OF SERVICES**

The Town desires a turn-key annual fireworks display to include the following:

1. 4<sup>th</sup> of July: Provide approximately 20 minute show choreographed to music.
  - The show will be fired from a secluded area inside Little Elm Park and in the open field across from Little Elm High School
  - The show will be fired at approximately 9:30 p.m.
  - The Town reserves the right to change the location annually.
2. Christmas tree lighting: provide a 2-3 minute show choreographed to music.

The contract period is twelve (12) months from March 1, 2021 to February 28, 2022. All pricing is to remain firm during this contract period.


This agreement will automatically renew for up to four (4) additional one-year terms on an annual basis.

All terms and conditions of the contract shall apply. If your firm is in agreement, please sign and return this letter to my attention. We look forward to future business with your firm.

Regards,

DocuSigned by:  
  
17C6252C61A44F2...  
Rebecca Hunter, CPPB  
Purchasing Manager  
Town of Little Elm

Agreed:

DocuSigned by:  
  
CF57E167CF24485  
Jennifer Burns  
Illumination Fireworks Partners, LP



**Date:** 06/15/2021  
**Agenda Item #:** 4. C.  
**Department:** Police  
**Strategic Goal:** Provide a safe and welcoming environment for Little Elm residents and visitors  
**Staff Contact:** Rodney Harrison, Police Chief

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**AGENDA ITEM:**

Consider Action to Approve an **Interlocal Agreement between the Town of Little Elm and Denton ISD to Provide Law Enforcement Services (School Resource Officers).**

**DESCRIPTION:**

The Little Elm Police Department has provided law enforcement services to Denton ISD for the last five (5) years. Denton ISD has requested to extend this interlocal agreement for an additional three (3) years. The agreement includes provisions for Denton ISD to provide for 75% of the salary and benefit for four (4) full-time School Resource Officers (SRO) and 100% of one SRO Sergeant. The Town will be responsible for 25% of the salary and benefits for the four (4) SRO's.

**BUDGET IMPACT:**

\$96,455.00 from the Town of Little Elm  
\$411,432.00 from Denton Independent School District

**RECOMMENDED ACTION:**

Staff recommends approval.

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**Attachments**

Interlocal Agreement - Denton ISD

## **POLICE / SCHOOL LIAISON INTERLOCAL AGREEMENT**

This Police/School Liaison Interlocal Agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, between the Town of Little Elm, a home rule city, in Denton County, Texas (hereinafter called the "TOWN") and the Denton Independent School District, an independent school district of Denton County, Texas (hereinafter called the "DISD"). Together, the TOWN and the DISD shall be referred to as the "Parties" and individually as a "Party."

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

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

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

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

### **I. SCOPE OF AGREEMENT**

- A. The TOWN shall provide four (4) certified police officers and one (1) certified police sergeant licensed by the Texas Commission on Law Enforcement (TCOLE) for the School Liaison Program for the TOWN's 2021-2022 fiscal year, to serve as school resource officers, assigned to the following duties in and on the grounds of Catherine Bell Elementary School, Paloma Creek Elementary School, Navo Middle School, and Braswell High School, :
  - 1. Education of teachers and students regarding the law, investigation of criminal activity on school grounds, drug prevention, and crisis intervention.
  - 2. Interaction with the student body, faculty, and visitors by providing education in crime prevention, student awareness of drugs and crimes, and an enhanced communication between the police and the student body.
  - 3. Assist in security efforts at the designated school.
- B. The DISD shall furnish a suitable office space and telephones, and one (1) fully equipped police vehicle for use by the SROs but all other operational expenses shall be paid by the TOWN. The TOWN will allow the DISD to

participate in the selection of SROs; however, the Town of Dallas Chief of Police ("Police Chief") reserves the right to make the final decision and appointment of any SRO. The Police Chief shall meet and confer with the campus principals from time to time, to establish mutually agreeable operational policies for the SROs and SRO Sergeant. Nothing in this Agreement, however, shall abridge the right and responsibility of the Police Chief to assign, replace, discipline or otherwise supervise the activities of the SRO or SRO Sergeant.

Further, nothing in this Agreement shall require TOWN to provide continuous police presence on any certain campus of the DISD during every school day when an SROs or SRO Sergeant may be away from a campus for court, training, administrative duties, arrest processing or other official duties. Further, nothing in this Agreement shall obligate the TOWN to provide an SRO, SRO Sergeant or other police presence at any school activities or events outside of regular school hours.

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

D. Information Sharing:

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

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

## **II TERM OF THE AGREEMENT**

The term of this Agreement shall be effective the first day of July 2021 and shall continue thereafter for a period of three (3) years on a year-to-year basis or until either Party gives the other Party one hundred and eighty (180) days' notice of intent to terminate.

## **III PAYMENT FOR SERVICES**

- A. The DISD shall pay the TOWN the sum of \$411,432.00 for services. The total amount to be rendered to the TOWN for 2021-22 is \$411,432.00. Quarterly payments in the amount of \$102,858.00 should be paid beginning no later than 15th of the month in July and October of 2021 and January and April of 2022. The annual amount calculation is set forth in Exhibit "A" attached hereto and incorporated by reference herein. The calculation is based upon 75% of the cost of the current salary and benefits of four (4) full time officers and 100% of the cost of the current salary and benefits of one (1) full time Sergeant.
- B. For years two through three of this Agreement, on or before each April 15, the TOWN shall provide the DISD an invoice of the costs to be paid for funding the SROs for the following fiscal year. The DISD shall notify the TOWN in writing, as provided in Section IX, no later than May 31st of each year, of its election to terminate the Agreement. Unless the DISD sends notice to the TOWN, on or before May 31, that it intends to terminate the Agreement as of the end of the DISD fiscal year, DISD shall make the first quarterly payment for the upcoming fiscal year beginning on or before July 15th of the year in which the invoice is sent.
- C. The DISD shall not be relieved of its obligation to pay the entire amount described in this Agreement in the event any SRO is absent due to sick leave, training, subpoena or court appearance, compensatory time due to time dedicated to DISD, worker's compensation, holiday, vacation, other than during a school day, or emergency, military, or bereavement leave. If the liaison officer is absent more than 15 consecutive school days, the SRO shall be replaced or payment shall be reduced on a prorated basis.

- E. In the event the TOWN exercises its right to reassign the SRO when in the sole judgment of the TOWN his/her services are required in response to a Town-wide or major emergency for more than 15 consecutive school days, payment for service shall be reduced on a prorated basis.

#### **IV. INDEPENDENT CONTRACTOR**

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

#### **V. INSURANCE**

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

#### **VI. AVAILABILITY OF FUNDS**

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

#### **VII. TERMINATION**

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

#### **VIII. ASSIGNMENT OF AGREEMENT**

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

#### **IX. GENERAL PROVISIONS**

- A. No waiver of a breach or any provision of the Agreement by either Party shall constitute a waiver of any subsequent breach of such provision. Failure of either Party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.
- B. All obligations of each Party shall be performed in Denton County, Texas. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement and the exclusive venue for any legal proceedings involving this Agreement shall be Denton County, Texas.
- C. Notices to the DISD shall be deemed given when delivered in person to the Superintendent of Schools of DISD, or on the next business day after the mailing of said notice addressed to said DISD by United States mail, certified or registered mail, return receipt requested, and postage paid at 1307 North Locust Street, Denton, Texas 75061.
- D. Notices to the TOWN shall be deemed given when delivered in person to the Town Manager of the TOWN, or on the next business day after the mailing of said notice addressed to said TOWN by United States mail, certified or registered mail, return receipt requested, and postage paid at 100 W. Eldorado Parkway, Dallas, Texas 76208.
- E. The place for mailing notices for a Party may be changed only upon written notice given to the other in the manner herein prescribed for notices sent to the last effective place of mailing for the notifying Party.
- F. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, (1) such provision shall be fully severable, (2) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement, and (3) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.
- G. It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

**X. MUTUAL HOLDHARMLESS**

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



SRO Interlocal Agreement Town of Little Elm/Denton ISD 2021-22  
employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to or loss of use of any property arising out of implementation of this Agreement.

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

## **XI. DISPUTE RESOLUTION**

Should a dispute arise between the Parties regarding this Agreement, or the terms contained herein, the Parties shall first attempt to resolve the dispute through direct discussion in a spirit of mutual cooperation. If such discussions fail to resolve the dispute, the Parties hereto agree that they shall submit such dispute to non-binding mediation with a mutually agreeable mediator. Said mediation shall be conducted within thirty (30) days following written notice of demand for mediation by either Party, unless the Parties agree to a shorter or longer period, and the costs of such mediation shall be borne equally by the parties with each paying fifty percent (50%) of the cost. The purpose of this section is to reasonable ensure that the TOWN and the DISD in good faith utilize mediation before pursuing litigation. The Parties' participation in, or the results of any mediation under this section shall not be construed as a waiver by the Parties of any rights, privileges, defenses, remedies or immunities available to the Parties as governmental entities, nor waiver of any termination provisions, expiration dates or deadline set forth in this Agreement.

**THE TOWN OF LITTLE ELM**

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**Matt Mueller**  
**Town Manager**

**ATTEST:**

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**Caitlan Biggs**  
**Town Secretary of Little Elm**

**DENTON INDEPENDENT  
SCHOOL DISTRICT**

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**Barbara Burns**  
**Denton ISD - Board President**

**ATTEST:**

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**Doug Chadwick**  
**Board Secretary**

"Attachment A"

DENTON ISD SCHOOL RESOURCE OFFICERS

Calculation for Cost Per Full-Time Officer Salary and Benefits

Fiscal Year 2021/2022

SRO #1 Salary and Benefits: (Officer Conley, Catherine Coleman Bell Elementary School)

Annual Base Salary: \$67,383.00  
Benefits: \$29,873.00  
Cost per SRO: \$97,256.00

SRO #2 Salary and Benefits: (Officer Salomon, Navo Middle School)

Annual Base Salary: \$70,757.00  
Benefits: \$27,861.00  
Cost per SRO: \$98,618.00

SRO #3 Salary and Benefits: (Officer Hall, Braswell High School)

Annual Base Salary: \$67,340.00  
Benefits: \$24,356.00  
Cost per SRO: \$91,696.00

SRO #4 Salary and Benefits: (Officer Childress, Paloma Creek Elementary School)

Annual Base Salary: \$70,217.00  
Benefits: \$28,033.00  
Cost per SRO: \$98,250.00

SRO #5 Salary and Benefits: (Sergeant St. Pe', Braswell High School & DISD SRO Supervisor)

Annual Base Salary: \$92,033.00  
Benefits: \$30,034.00  
Cost per SRO: \$122,067.00

These figures include a Town wide Market Adjustment plus 2 ½ % Cost of Living Adjustment and 2 ½ % Step raise.

TOTAL SALARY AND BENEFITS FOR four (4) SRO'S FOR 2021 - 2022 = \$385,820.00

TOTAL SALARY AND BENEFITS FOR ONE (1) SRO SUPERVISOR FOR 2021-2022 = \$122,067.00

TOTAL SALARY CONTRIBUTION FROM DISD FOR 2020 - 2021 = \$411,432.00

TOTAL SALARY CONTRIBUTION FROM TOWN FOR 2020 - 2021 = \$96,455.00

(These figures represent DISD paying 75% of 4 SRO's and 100% of SRO Supervisor)

QUARTERLY PAYMENT AMOUNT \$102,858.00



## Town Council Meeting

**Date:** 06/15/2021  
**Agenda Item #:** 4. D.  
**Department:** Finance  
**Strategic Goal:** Ensure excellence in public services while keeping up with the growth in the community  
**Staff Contact:** Rodney Harrison, Police Chief

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### AGENDA ITEM:

Consider Action to Approve the **Purchase of a Command Center from Farber Specialty Vehicles in the Amount of \$599,853.**

### DESCRIPTION:

This unit is 38 feet long and is capable of providing an extension of our public safety building in the field. It will be utilized for special events, emergency management operations, active fire scenes, and extended police investigations. The command vehicle is equipped with a generator to power emergency area lighting, a camera system for crowd monitoring, and enough room to facilitate operations during public safety events.

Delivery is expected in approximately eight (8) months.

### BUDGET IMPACT:

A Budget Amendment is being requested to fund the purchase and will be committed at the issuance of a purchase order.

### RECOMMENDED ACTION:

Staff recommends approval.

---

### Attachments

Quote - Command Center



# FARBER

## SPECIALTY VEHICLES

7052 Americana Parkway  
Columbus, OH 43068  
Toll Free: (800) 331-3188  
Fax: (614) 759-2098

### QUOTATION

Name: Little Elm Fire Dept.  
Contact: Jeremy Wilson, Asst. Fire Chief  
Address: 88 W. Eldorado Parkway  
City, ST, Zip: Little Elm, Texas 75068  
Telephone: 214-975-0429  
Email: jwilson@littleelm.org

**TOTAL** **\$599,853.00**

CONTACT	DELIVERY	SHIPPED VIA	F.O.B.	TERMS	TEXAS BUYBOARD
Rick Armstrong	240 Days	Farber		Net 30	#538-17

Quantity	Description	Unit Price	Total Price
1	<b>BASE PRICE</b> <b>38' COMMAND CENTER</b>	<b>\$217,988.00</b>	<b>\$217,988.00</b>
	<b>OPTIONS:</b>		
	<b>CHASSIS OPTIONS</b>		
1	MH38 exchange gasoline V-10 engine for diesel 340HP Cummins	\$34,446.00	\$34,446.00
1	Inner tire valve extenders (2)	\$187.00	\$187.00
	<b>INTERIOR OPTIONS</b>		
4	Side sliding windows w/ aluminum mini blind	\$554.00	\$2,216.00
	<b>FINISHES &amp; UPGRADES</b>		
1	Exterior graphics package (One to four units required)	\$5,839.00	\$5,839.00
	<b>EXTERIOR OPTIONS</b>		
1	Carefree Mirage lateral arm box awning, 11' (Girard Awning in lieu of Carefree)	\$5,512.00	\$5,512.00
1	Hydraulic leveling and stabilizing jacks	\$5,832.00	\$5,832.00
1	Roof rail for mounting radio antennas w/ weatherproof access hatch to interior	\$1,402.00	\$1,402.00
3	Roof rail, additional, for mounting antennas, eight foot section	\$537.00	\$1,611.00
1	Second right side entrance door	\$5,248.00	\$5,248.00
1	Exterior shelf, aluminum, powder coated white,	\$1,051.00	\$1,051.00
0	Trailer hitch and wiring, class III (One Standard)	\$1,752.00	\$0.00
1	Will-Burt 7-42 pneumatic telescoping mast	\$18,099.00	\$18,099.00
2	Braun electric / hydraulic power step	\$4,438.00	\$8,876.00
	<b>SLIDE-OUT ROOMS</b>		
2	Custom slide out room, up to 12' in length x 24", electric	\$20,434.00	\$40,868.00
	<b>AUDIO/VIDEO OPTIONS</b>		
4	19" LCD monitor w/ TV tuner, VGA (Replace with 22" LED monitors w/TV tuners, HDMI)	\$818.00	\$3,272.00
6	55" LCD monitor, installed	\$3,913.00	\$23,478.00
2	40" LCD monitor, NEC 4010, wall mounted (Replace with 55" LED monitors by Cisco Spark TV, installed)	\$19,750.00	\$39,500.00
1	TV antenna, roof mounted w/ booster	\$175.00	\$175.00
1	DVR Time lapse w/ time/date generator	\$847.00	\$847.00
1	Back-up camera system, 7" LCD color monitor	\$1,460.00	\$1,460.00
4	Camera, Seon SA-21D series, day/night exterior	\$1,009.00	\$4,036.00
1	Kramer 16 x 16 matrix switch w/wiring installed	\$11,093.00	\$11,093.00
1	Rear speakers from cab AM/FM/CD, one pair	\$438.00	\$438.00
1	Dual camera system, DSP color day/night w/ 35x lens - Thermal w/ 50mm lens, pan/tilt controller	\$34,387.00	\$34,387.00
0	<b>2-WAY RADIO &amp; PHONE COMMUNICATIONS</b>		
4	Tellular cellular interface w/ hard line phone system, each	\$1,045.00	\$4,180.00
1	Mast antenna plate, aluminum triangular	\$636.00	\$636.00
85	Install customer supplied radios and equipment per hour	\$99.00	\$8,415.00
	<b>SATELLITE SERVICES - NETWORK ACCESS &amp; SYSTEM MAINTENANCE</b>		
0	Squiretech, MR600, 1.0 Carbon Fiber Auto Acquire/4W BUC	\$45,220.00	\$0.00
0	8W BUC upgrade	\$4,502.00	\$0.00
0	ST MR-10, Service Plan, 10 day service plan	\$4,608.00	\$0.00
	<b>ELECTRONICS</b>		
1	24-port switch & CAT 6 patch panel	\$759.00	\$759.00
1	CAT 6 network with printer/fax/scanner	\$7,590.00	\$7,590.00
1	*Like Satcom SE intercom 1600 Headset, w/ belt station push to talk witch, sinble muff headset, each.	\$66,922.00	\$66,922.00
2	Equipment rack with, casters, Lexan door, power fan, approx. 19 x 64	\$1,402.00	\$2,804.00
	<b>APPLIANCES</b>		
1	Refrigerator, AC/DC, compressor operated	\$1,109.00	\$1,109.00
1	Black and Decker coffee maker (Replace with a Kuric Coffee pot instead)	\$123.00	\$123.00
	<b>H.V.A.C.</b>		
1	Powered reversible roof vent w/ max air cover	\$525.00	\$525.00
1	Roof mounted air conditioner (Three Standard)	\$1,138.00	\$1,138.00
	<b>GENERATORS &amp; POWER SUPPLIES</b>		
1	20KW water cooled diesel generator upgrade from 15KW	\$1,402.00	\$1,402.00
0	12.5KW water cooled gasoline generator, quiet, compartment install (One Standard)	\$17,282.00	\$0.00
	<b>LOW VOLTAGE OPTIONS</b>		
1	Entrance door lock, electro-magnetic w/ exterior keypad	\$1,203.00	\$1,203.00
2	Franklin Instruments clocks, 2.5" LED display, 12 or 24 hour modes	\$292.00	\$584.00
	<b>INTERIOR LIGHTING</b>		
8	Replace white ceiling lights with combination red / white lights, each	\$64.00	\$512.00
1	LED ceiling light package	\$3,106.00	\$3,106.00
	<b>EXTERIOR LIGHTING</b>		
6	LED scene lights (Pioneer LED Lights)	\$742.00	\$4,452.00
	<b>EMERGENCY LIGHTING</b>		
1	LED light package, Eight M9's series LED lights, Split RED/BLUE	\$6,714.00	\$6,714.00
1	Siren, Whelen model 295HF w/ amplifier control center	\$1,138.00	\$1,138.00
	<b>NON-TBB, OPTIONS</b>		
1	Kussmaul Autoeject	\$3,600.00	\$3,600.00
1	32" LED monitor, TV tuner, HDMI	\$1,230.00	\$1,230.00
1	Cradlepoint Wi Fi	\$2,350.00	\$2,350.00
1	TEXAS Dealer fee	\$5,000.00	\$5,000.00
1	Delivery and Training	\$6,500.00	\$6,500.00
	<b>TOTAL</b>		<b>\$599,853.00</b>

No keyboard trays under counters  
Order with black driver/passenger seats  
Awning color: SMOKE Sunbrella fabric



## Town Council Meeting

**Date:** 06/15/2021  
**Agenda Item #:** 4. E.  
**Department:** Finance  
**Strategic Goal:** Provide a safe and welcoming environment for Little Elm residents and visitors  
**Staff Contact:** Chad Hyde, Director of Community Services

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### AGENDA ITEM:

Consider Action to Approve **Retroactive Authorization for an Emergency Generator Replacement for the Public Safety Building by Petri Electric in the Amount of \$150,961.50.**

### DESCRIPTION:

This emergency repair was authorized, under the Texas Local Government Code 252.022, and as identified in the Town's procurement policy. The Town's policy allows for an exception to procurement requirements for an immediate and serious need for materials, service, or construction that cannot be met through normal procurement methods and that may seriously threaten the functioning of the Town or health and safety of any person.

### BUDGET IMPACT:

A budget amendment request is being requested to address the emergency purchase. Funds were committed at the issuance of a purchase order.

### RECOMMENDED ACTION:

Staff recommends approval.

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### Attachments

Quote - Generator

PETRI ELECTRIC  
907 NORTH BOWSER  
RICHARDSON, TX 75081  
(972)644-5407  
TECL#17375

QUOTE

Page 1 of 1

TOWN OF LITTLE ELM  
100 WEST ELDORADO PARKWAY  
LITTLE ELM, TX 75068

QUOTE#: 47  
QUOTE Date: 5/28/2021  
Due Date: 6/ 7/2021  
Customer ID: 037  
Contact: CHRISTOPHER WRIGHT  
Phone#: (214) 471-6274

Job: INSTALL NEW 350kw GENERATOR  
Job#: CH98

Work Ordered:

THIS PRICE IS TO INSTALL A NEW GENERAC 350KW GENERATOR WITH A 600AMP MAIN BREAKER  
THE NEW UNIT WILL BE PLACED 10' OFF THE BUILDING - THIS WAS CONFIRMED WITH CHRIS WRIGHT  
(CHRIS SPOKE TO THE FIRE MARSHALL)  
CHRIS WRIGHT WILL ALSO SUPPLY THE FUEL (PER PHONE CONVERSATION ON 5/28/2021)  
GENERATOR IS 12-14 WEEKS OUT  
WE WILL SUPPLY THE NEW CONCRETE PAD NEEDED  
WE WILL SUPPLY THE CRANE NEEDED TO OFF LOAD & POSITION THE NEW GENERATOR  
THIS PRICE INCLUDES START UP/COMMISSIONING  
THIS WORK IS TO BE COMPLETED DURING NORMAL BUSINESS HOURS  
THIS PRICE EXCLUDES SALES TAX  
THIS PRICE IS GOOD THRU 6/11/2021

Total

Total Due

\$150,961.50

Customer Copy



## Town Council Meeting

**Date:** 06/15/2021  
**Agenda Item #:** 4. 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 **Construction Contract to CEC Facilities Group for the Installation of Electric Vehicle Charging Stations.**

### DESCRIPTION:

In November 2020, the Town was awarded a grant through the Texas Commission on Environmental Quality (TCEQ) Alternative Fueling Facilities Program. The program provides funding for the installation of alternative fueling facilities, and the Town will receive up to \$38,512.50 to install four (4) electric vehicle charging stations at The Cove at the Lakefront.

In April 2021, the Town received four (4) bids for the installation of the proposed charging stations. CEC Facilities Group was determined to be the lowest responsible bidder after the apparent low bidder was disqualified for not including prices for the correct charging equipment.

The proposed draft contract will require the review and approval the TCEQ, and staff is requesting authorization to make any necessary changes to the contract terms in order to fulfill the requirements of the grant program.

### BUDGET IMPACT:

Funding for the project was allocated within the capital improvement program budget, and the grant program provides a 50% match, up to the maximum awarded grant amount of \$38,512.50.

\$ 54,748.00	Contract Amount
\$ 13,500.00	<u>Contingency</u>
<b>\$67,248.00</b>	<b>Total Contract Amount</b>

### RECOMMENDED ACTION:



Staff recommends approval, authorizing the Town Manager to execute the necessary contract documents, as approved by the TCEQ.

---

### **Attachments**

Draft Contract

Project Layout

Charging Station Specifications

## *Proposal*

**April 5, 2021**

Town of Little Elm

**Reference: Little Elm Indoor Waterpark- Car Charging Stations**

**We are pleased to present this proposal for the electrical work associated with the above referenced project.**

### **SCOPE OF WORK:**

1. Connect conduits from electrical panel to in-ground j-box at sidewalk by new car charging area for power.
2. Connect conduits from j-box to each car charging station for power.
3. Connect conduits from IDF room to in-ground j-box at sidewalk by new car charging area for data.
4. Connect conduits from j-box to each car charging station for data.
5. Furnish and install (4) CAT6 cables from IDF closet to charging stations.
6. Cut concrete sidewalk 6" wide from grass to back of curb for all (4) charging stations and add additional concrete to allow for clearance around charger.
7. Extend power and data conduits to all (4) charging stations and stub up.
8. Pour back concrete.
9. Mount charging stations and terminate.
10. City of Little Elm IT Dept to configure port on server in IDF closet to program and communicate with charging stations.
11. Install (4) concrete car parking stops so cars cannot back into charging stations.

### **The following materials and/or services are excluded in this quotation:**

1. New CAD drawings / editing of existing CAD drawings.
2. Utility company charges.
3. Premium Time (night Work, Overtime, etc.).
4. Cost of delays beyond CEC control.

## 5. TAX

### The following clarifications pertain to this proposal.

1. In the event of significant delay or price increase of material occurring during the performance of the contract through no fault to the contractor, the contract sum, time of performance, or contract requirements shall be equitably adjusted by change order in accordance with the procedures of the contract documents. A change in price of an item or material shall be considered significant when the price of an item increases 10% percent between the date of this quote and the date of the contract.
2. All equipment furnished by others and installed by CEC Facilities Group must comply with all required codes.
3. All equipment and materials furnished by other contractors or owners must be supplied in a timely manner to fit completion schedule.
4. General contractor to establish all lines and grade for layout purposes.
5. We request written notification of acceptance of this proposal prior to any contractual performance by CEC Facilities Group.
6. This Proposal is Only Valid for 30 Days.
7. Project acceptance pending approved credit and terms.

## PRICING SUMMARY

**Car Charging Stations..... \$54,748**

## SCOPE OF WORK AND EXTRAS

1.1 The scope of work to be performed by CECFG is limited to that specifically set forth in the Scope of Work and incorporated into this Agreement as though fully set forth herein. Any additions to the work set forth in the Scope of Work shall constitute extras and shall be an additional charge to Customer over and above the contract price. Such extras shall include but not be limited to:

1.1.1 Any additional work requested by Customer and provided by CECFG which is not specifically mentioned in the Scope of Work.

1.1.2 Any return trips to Customer's job site which CECFG is required to begin due to the failure of Customer, its agents or its other contractors to properly schedule work for CECFG.

## SECTION II TERM

2.1 The scope of work to be performed under this Agreement shall be done during a mutually agreed upon schedule between the Customer and CECFG.

## SECTION III PAYMENT

3.1 Payments will be made on an as-invoiced basis.

3.2 Payments are due within 15 days of CECFG invoice date. Customer agrees to pay a service charge of 1½% per month (annualized rate of 18%) on any amounts past due and further agrees to pay all costs incurred by CECFG for collections of past due amounts including courts costs and reasonable attorneys' fees.

## SECTION IV CANCELLATION

4.1 This Agreement may be cancelled by Customer upon two weeks written notice to CECFG or by CECFG upon two weeks written notice to Customer. In the event this Agreement is cancelled, Customer agrees to reimburse CECFG for all work completed to date, including all incidental expenses and all restocking charges CECFG may incur from its vendors as a result of Customer's cancellation.

## SECTION V DELAYS, LIABILITY, INDEMNIFICATION:

5.1 CECFG assumes no responsibility for delays or defaults in the performance of the work set forth in this Agreement due to causes beyond CECFG's control including but not limited to acts of God, armed conflicts, embargoes, strikes, or shortage of labor, raw materials or transportation. CECFG assumes no liability for engineering, design or other specifications prepared by other parties, including Customer, architects or any general contractor and further assumes no responsibility for any damages to Customer or any of its agents or employees caused by defective or negligent engineering, design or other specifications.

5.2 Customer shall indemnify CECFG against any loss or damage it sustains at the work site caused by fire, water, weather or any other cause which is not the result of CECFG's own negligence, including losses or damage caused by Customer's employees, agent or contractors. Customer agrees to insure at his own expense all merchandise and materials delivered or installed during the progress of the work against loss or damage by fire, theft or any other casualty. Customer shall be responsible for all materials and goods damaged or stolen from the job after such materials have been delivered by CECFG to the job site. CECFG will not pay (and Customer will not demand payment of) liquidated damages for any reason whatsoever.

MISCELLANEOUS PROVISIONS

6.1 ENTIRE AGREEMENT: This Agreement, including all Attachments, constitutes the entire understanding and agreement between CECFG and Customer. No other agreement, oral or written, expressed or implied shall limit or qualify the terms of this Proposal or these Terms and General Conditions. This Agreement may not be modified or changed except in a writing signed by both CECFG and Customer.

6.2 NOTICE TO OWNER: Failure of this contractor to pay those persons supplying material or services to complete this contract can result in the filing of a mechanic's lien on the property which is the subject of this contract pursuant to Chapter 429, RSMO. To avoid this result you may ask this contractor for "lien waivers" from all persons supplying material or services for the work described in this contract. Failure to secure lien waivers may result in your paying for labor and materials twice.

6.3 REPRESENTATION: This is not an insurance agreement. CEC FACILITIES GROUP specifically disclaims any and all liability for any damages or costs incurred by Customer by reason of any manufacturing or installation defect in Customer's equipment and fixtures. In no event shall CEC FACILITIES GROUP be liable to Customer for any incidental or consequential damages.

6.4 LIMITATION OF LIABILITY: CEC Facilities Group's liability under this agreement, if any, shall be limited to the total amount of charges paid by Customer hereunder.

**CEC Facilities Group requires receipt of a signature by an authorized purchaser before the work described in this proposal can commence.**

\_\_\_\_\_  
Signature of Authorization

\_\_\_\_\_  
Date

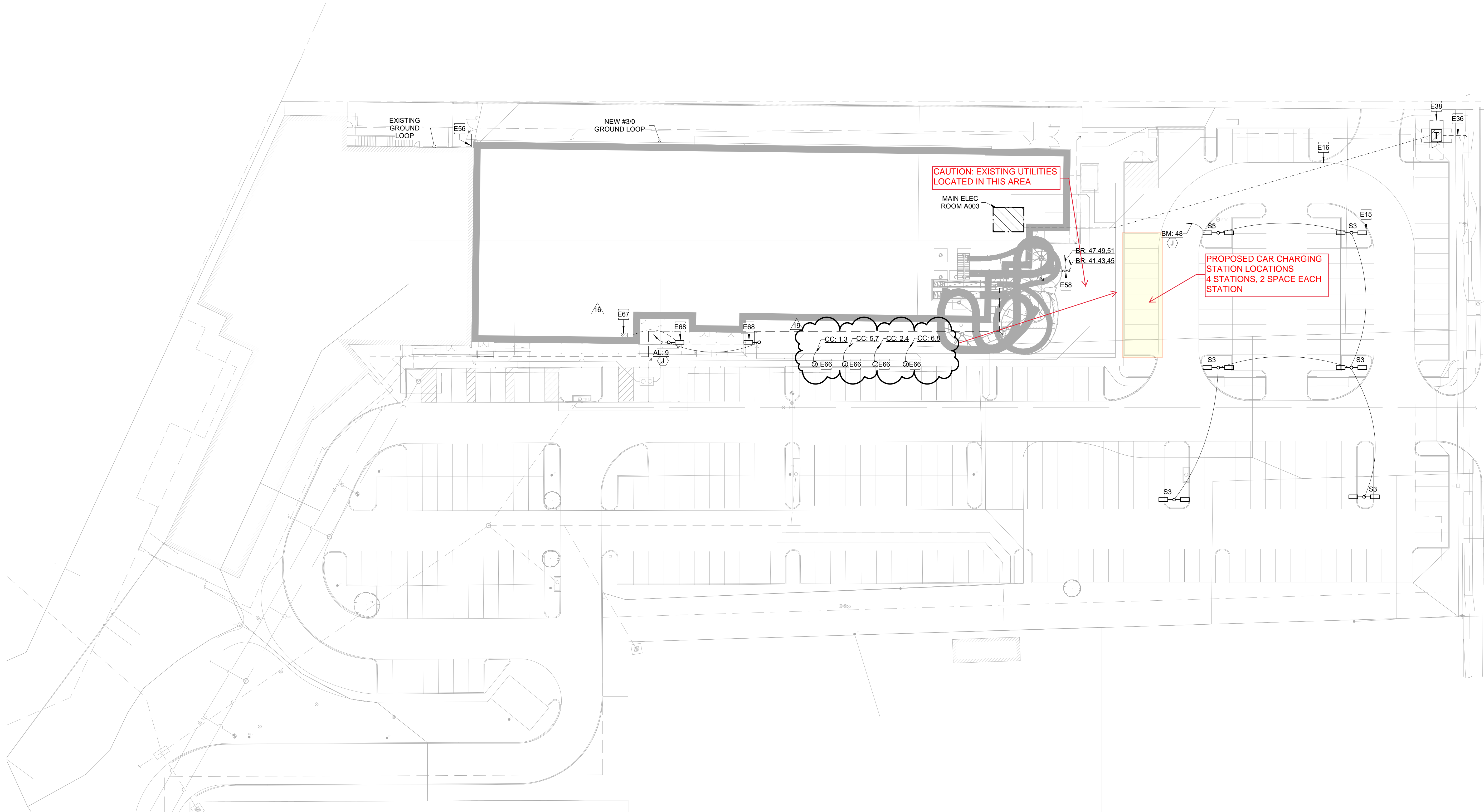
Purchase Order Number \_\_\_\_\_  
(If Required by Customer)

**We appreciate this opportunity to be of service and look forward to future opportunities.**

**Respectfully submitted,**

*John Woods*

**CEC Facilities Group  
1275 Valley View Lane  
Irving, Texas 75061-6008**



1 SITE - ELECTRICAL PLAN  
1" = 30'-0"

GENERAL NOTES:

1. REFER TO CIVIL FOR LIGHTING. ALL SITE FIXTURE LOCATIONS MOUNTED IN HARDSCAPE OR SOFTSCAPE. FIXTURE LOCATIONS ARE DIAGRAMMATIC. THE INTENT IS TO ALIGN, CENTER, OR SPACE FIXTURES BETWEEN ARCHITECTURAL AND LANDSCAPE ELEMENTS.
2. ALL LANDSCAPE OR EXTERIOR BUILDING LIGHTING SHALL BE CONTROLLED VIA THE LIGHTING CONTROL SYSTEM.
3. REFER TO ARCHITECTURAL EXTERIOR ELEVATIONS FOR ALL FIXTURE LOCATIONS ON THE EXTERIOR OF THE BUILDING. FIXTURE LOCATIONS ARE DIAGRAMMATIC. THE INTENT IS TO ALIGN, CENTER, OR SPACE FIXTURES BETWEEN ARCHITECTURAL AND STRUCTURAL ELEMENTS.
4. PROVIDE A MINIMUM 1" PVC CONDUIT FOR ALL UNDERGROUND BRANCH CIRCUITS.
5. FOR 3" AND ABOVE, ALL 90DEGREE ELBOWS SHALL BE PVC COATED RIGID.

KEYNOTES

- |     |   |
|-----|---|
| E15 | REFER TO CIVIL PLANS FOR SITE POLE EXACT LOCATIONS AND SPECIFICATIONS.  |
| E16 | UTILITY TRANSFORMER SECONDARY CONDUIT. REFER TO ONE-LINE SHEET E0.02. COORDINATE EXACT ROUTING WITH CIVIL UTILITIES AND STRUCTURE.  |
| E36 | PRIMARY CONDUIT (2) 4" TO CO-SERV FACILITIES. COORDINATE EXACT LOCATIONS WITH CO-SERV ELECTRIC.   |
| E38 | UTILITY TRANSFORMER. REFER TO CIVIL PLANS FOR EXACT LOCATION.   |
| E56 | CONTRACTOR TO VERIFY LOCATION OF EXISTING BUILDING GROUND LOOP DURING EXCAVATION. TIE NEW GROUND LOOP INTO EXISTING LOOP.   |
| E58 | POWER FOR SITE LIFT STATION. REFER TO CIVIL FOR EXACT LOCATION. COORDINATE CONNECTION AND DISCONNECT REQUIREMENTS WITH LIFT STATION SPECIFICATION. COORDINATE WITH CIVIL ENGINEER.  |
| E66 | PROVIDE DUAL-PORT PEDESTAL CAR CHARGING STATION. POWER CHARGE PL20-32N WITH POWER SHARE FEATURE. PROVIDE SUBMITTAL FOR APPROVAL UNDER 282726. REFER AND COORDINATE TO MANUFACTURER'S INSTALLATION INSTRUCTIONS PRIOR TO ROUGH-IN AND INSTALL. |
| E67 | PROVIDE 10VA EMERGENCY BATTERY PACK, MYER 24VW-1-G OR APPROVED EQUAL. FOR EXTERIOR PEDESTRIAN POLES. MOUNT IN GRID CEILING IN NEARBY STORAGE ROOM.  |
| E68 | REFER TO SHEET C634 FOR LIGHT POLE SPECIFICATION AND DIMENSIONING.  |



PRIME CONSULTANT



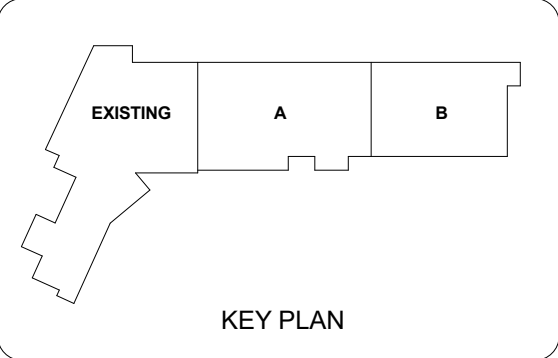
ARCHITECT



STRUCTURAL ENGINEER



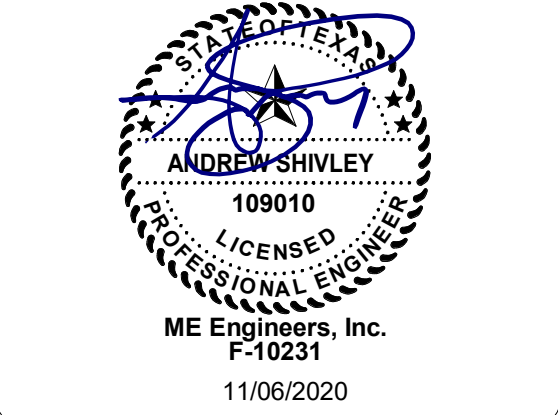
MEP ENGINEER



LITTLE ELM INDOOR WATERPARK  
TOWN OF LITTLE ELM  
303 MAIN STREET  
LITTLE ELM, TEXAS 75068  
SITE - ELECTRICAL PLAN

DESIGNED BY: ME ENGINEERS

ISSUE DATE: March 29, 2019



REVISIONS

NO.	DATE	REMARKS
16	09/29/2020	ASI #31
19	11/06/2020	ASI #36

ISSUED FOR:

CONSTRUCTION ISSUE

PROJECT NO. 1817.00

SHEET NAME

SITE - ELECTRICAL PLAN



SHEET NO.

E2.00



### Commercial Charging Station

The **PowerCharge™ Pro-Lightning** is a heavy-duty commercial electric vehicle charging station. An attractive, powerful, and durable *Level 2* charger, the **PowerCharge™ Pro-Lightning** features...

- ✓ An attractive and durable design that is outdoor rated with wall and pedestal mounting configurations.
- ✓ The **PowerCharge™ Pro-Lightning** safely delivers up to 25 miles of driving range per hour of charge time.
- ✓ With our adjustable power output, you can have the ideal power to match your power supply, reducing the need for expensive infrastructure upgrades.
- ✓ Will charge all plug-in vehicles sold in the US and Canada.
- ✓ We back up our *Pro-Lightning* with a 3-year warranty (5-year warranty available)
- ✓ OCPP Protocol allows for multiple software options to fit your needs and budget.
- ✓ Built-in cable retraction keeps cables off the ground, providing longer cable life and a safe environment.
- ✓  UL-Listed and meets safety criteria for use throughout North America.
- ✓  Energy Star rated as a result of low power consumption while in stand-by mode.

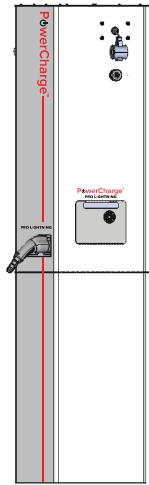


## Configurations & Models

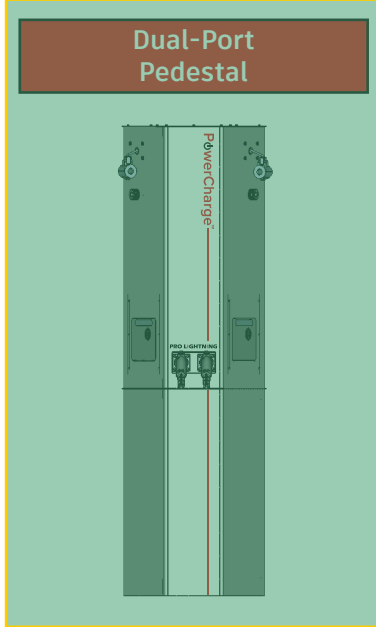
### Multiple Configurations

Available in multiple configurations (single-port wall or pedestal, dual-port wall or pedestal)

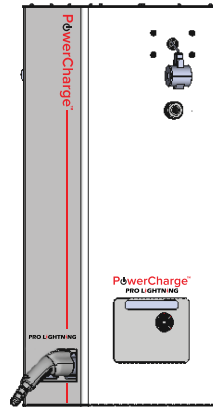
**Single-Port Pedestal**



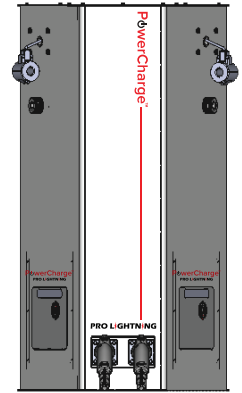
**Dual-Port Pedestal**



**Single-Port Wall Mount**




**Dual-Port Wall Mount**



### Models


#### Open Access

Open access version, plug-in and charge operation.

- Powerful Level 2 with 7.6kW output, adjustable to 5.8kW or 3.8kW
- 3-year warranty, 5-year optional
- Safety certified 
- Durable, attractive design
- All-weather durability
- Built-in cable retraction system
- Modular design for easy servicing

#### RFID Access Control

Our non-networked charger with RFID access control. Enjoy all features of the **Open Access** model plus:

- Control access without recurring software subscription fees
- Simply issue an RFID card or key fob to authorized users
- Can be reconfigured to be networked at any time
- Popular for workplace, hotel, fleet, and multi-family dwelling properties.
- Energy Star certified 

#### Networked

The networked version when connected to a software plan provides a full suite of features. Enjoy all features of the **Open Access** model plus:

- Point-of-Sale payment
- Access control options
- Usage data collection and reporting online for easy management and fleet tracking
- Open Charge Point Protocol (OCPP) offers multiple software options
- LAN and cellular
- Gateway or non-gateway configuration available
- Driver notifications via app



## Technical Specifications

Item	PL20-XX0	PL20-XXR	PL20-XXN
Application	Commercial		
Voltage (Vac)	208/240VAC, Single Phase		
Frequency (Hz)	60 Hz		
Current (Rms)	Adjustable: 16A/24A/32A    (3.8kW/5.8kW/7.6kW)		
Circuit Breaker	16A=20A/24A=30A/32A=40A		
Charging Connector	SAE J1772		
Charging Cable Length	25 ft.	18 ft.	
Metering Accuracy	N/A	Embedded $\pm 3\%$	
Real Time Clock	N/A	Yes (7 days)	
Wi-Fi	N/A	802.11 b/g/n	
Cellular	N/A	N/A	LTE / CDMA / GSM
RFID	N/A	ISO 14443 A/B ISO 15693 NFC NEMA interoperability protocol	
Display	Color LED Status Lights	116(L)*8.5(W)*37(H)mm, 5.57mm CHARACTER HEIGHT 5*8 DOT MATRIX OLED 20x2  Color LED Status Lights	
Data Protocol	N/A	OCPP 1.6	
Operation Temperature	-30C/-22F to 50C/122F		
Storage Temperature	-40C/-40F to 70C/158F		
Mounting Type	Wall Mount / Pedestal Mount		
Wiring Type	Hard-wired		
IP Performance	NEMA 4		
Dimension (HxWxH, inches)	Wall: 14" deep, 23" wide, 43" tall    Pedestal: 14" deep, 23" wide, 77" tall		
Web Portal Management	N/A	Yes	
Console Management	Yes		
Certification	UL 50/991/1449/1998/2231/2594 FCC Part 15B		
	N/A	FCC Part 15.225 (RFID 13.56MHz) FCC Part 15.247 (WLAN 2.4GHz) Energy Star (#E354962)	
	N/A		FCC Part 27 (AT&T) or FCC Part 27 (Verizon)
Pedestal Construction	Galvaneal, Grey Powder-Coat Finish, Stainless Steel Hardware		
Warranty	3-Year - Component Exchange Program		



**Date:** 06/15/2021  
**Agenda Item #:** 4. G.  
**Department:** Administrative Services  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Jennette Espinosa, EDC Executive Director

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**AGENDA ITEM:**

Consider Action to Approve **Resolution No. 0614202101ED Authorizing the First Amendment to Promissory Note and Loan Agreement No. 7833 and Resolving Other Matters Incident and Related Thereto.**

**DESCRIPTION:**

The original Texas First loan, established in 7.13.2017, was for 102 quarterly payments at a 4.48% interest rate. This loan has come callable, and we will be refinancing it in order to provide a substantial savings to the EDC.

**BUDGET IMPACT:**

After the July 17, 2021, balance will be \$2,827,732.09 and will continue through the original term (through 1.13.2043), and the new quarterly payments will be at a 2.94% interest rate, resulting in a total savings to the EDC of **\$591,947.46.**

**RECOMMENDED ACTION:**

Staff recommends approval.

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**Attachments**

Modification Agreement to Texas First Refinance  
Town Resolution Texas First Refinance  
EDC Resolution Texas First Refinance

## **MODIFICATION AGREEMENT**

This Modification Agreement (the "Modification"), dated as of **July 13, 2021** (the "Effective Date"), is between LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION, a nonprofit industrial development corporation duly established and created pursuant to Chapter 504, Texas Local Government Code, as amended ("Corporation ") and Southside Bank, a Texas state banking corporation ("Bank"), as assignee of GOVERNMENT CAPITAL CORPORATION ("GCC").

### **RECITALS:**

A. Corporation and GCC entered into a loan transaction (the "Loan") evidenced by that certain that certain Promissory Note to GCC dated as of July 13, 2017 in the original principal amount of Three Million Forty Eight Thousand and No/100 Dollars (\$3,048,000) (the "Note") and secured by the liens, security interests and assignments described in that certain Loan Agreement No. **7833** dated as of July 13, 2017 by and among the Corporation and GCC (the "Loan Agreement" and together with the Note and the security document described in the Loan Agreement, the "Loan Documents").

B. GCC assigned its rights as Lender under the Loan Documents to the Bank.

C. Corporation and Bank now desire to modify the terms of the Loan and the Loan Documents as herein set forth.

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### **ARTICLE I**

#### **Definitions**

1.1 Definitions. Capitalized terms used in this Modification, to the extent not otherwise defined herein, shall have the same meanings set forth in the Loan Documents, as amended hereby.

### **ARTICLE II**

#### **Modification of Loan Documents**

The Loan Documents are hereby modified as set forth below with such modifications to be effective as of the Effective Date.

2.1 Interest Rate Adjustment Dates. The Definition of "Interest Rate Adjustment Date" in Section 1.1 of the Loan Agreement is deleted and replace as follows:

"July 13, 2028, July 13, 2035 and July 13, 2042"

2.2 Voluntary Prepayment. Section 2.6(a) of the Loan Agreement is deleted in its entirety and replaced as follows:

“The Corporation may at its option prepay the principal amount of the Note outstanding hereunder in whole on any Payment Date, or in part on each Interest Rate Adjustment Date without premium or penalty, provided that each such prepayment must be in an amount not less than \$25,000.00. The prepayment price shall be an amount equal to the principal amount to be prepaid plus the accrued interest thereon to the prepayment date. All prepayments of principal pursuant to this Section 2.6 shall be applied to principal in inverse order of maturity. At the Corporation’s option, the Note may be re-amortized by the Lender after any prepayment based on a straight line amortization to maturity. “

2.3 Interest Rate. The fourth (4<sup>th</sup>) full paragraph of the Note is hereby deleted and replaced as follows:

“Interest shall accrue at a per annum rate of the lesser of (a) 2.947% or (b) the Maximum Interest Rate; provided, however, the interest rate and payments under this Note may be adjusted by the Lender on July 13, 2028, July 13, 2035 and July 13, 2042 (each, an “Adjustment Date”). Notice of any rate adjustment shall be given in writing to the Corporation on or before the thirtieth (30<sup>th</sup>) day prior to such rate adjustment (the “Determination Date”). The interest rate shall be adjusted to the five year treasury rate on the Adjustment Date, plus 220 basis points. “Treasury Rate” shall mean, as of the Determination Date, the ask yield of the United States Treasury obligations (as compiled by and published in the most recently published issue of the Wall Street Journal). Upon any rate adjustment, the future installments of principal and interest payable under this Note shall be adjusted. Any such adjustment shall be set forth in a new amortization schedule which the Lender, or its Assignee, shall prepare based on a straight line amortization for the then remaining principal and interest payments. Once the amortization schedule is prepared, the Lender or its Assignee shall attach it to the Note and shall deliver a copy of same to the Corporation”

2.4 Schedule I. Schedule I of the Note is deleted in its entirety and replace with Schedule I attached hereto. The remaining principal balance of the Note as of the Effective Date is **\$2,827,732.**

### ARTICLE III

#### Ratifications, Representations and Warranties

3.1 Ratifications. The terms and provisions set forth in this Modification shall modify and supersede all inconsistent terms and provisions set forth in the Loan Documents and except as expressly modified and superseded by this Modification, the terms and provisions of the Loan Documents are ratified and confirmed and shall continue in full force and effect. Corporation and Bank agree that the Loan Documents as amended hereby shall continue to be legal, valid, binding and enforceable in accordance with their terms.

3.2 Representations and Warranties. Corporation hereby represents and warrants to Bank that (i) the execution, delivery and performance of this Modification and any and all other Loan Documents executed and/or delivered in connection herewith have been authorized by all

requisite corporate action on the part of Corporation and will not violate the articles of incorporation or bylaws of the Corporation, (ii) except as expressly modified herein, the representations and warranties contained in the Loan Documents and any other documents delivered in connection with the Loan are true and correct on and as of the Effective Date as though made on and as of the Effective Date, (iii) no Event of Default has occurred and is continuing and no event or condition has occurred that with the giving of notice or lapse of time or both would be an Event of Default, and (iv) Corporation is in full compliance with all covenants and obligations set forth in the Loan Documents, as modified or waived by the terms of this Modification.

## ARTICLE IV

### Miscellaneous

4.1 Survival of Representations and Warranties. All representations and warranties made in this Modification shall survive the execution and delivery of this Modification and no investigation by Bank or any closing shall affect the representations and warranties or the right of Bank to rely upon them.

4.2 Expenses. As provided in the Loan Documents, Corporation agrees to pay on demand all costs and expenses incurred by Bank in connection with the preparation, negotiation, and execution of this Modification, including without limitation the costs and fees of legal counsel.

4.3 Severability. Any provision of this Modification held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Modification and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

4.4 Applicable Law. This Modification shall be governed by and construed in accordance with the laws of the State of Texas.

4.5 Successors and Assigns. This Modification is binding upon and shall inure to the benefit of Corporation and Bank and their respective successors and assigns.

4.6 Counterparts. This Modification may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.

4.7 Headings. The headings, captions, and arrangements used in this Modification are for convenience only and shall not affect the interpretation of this Modification.

4.8 THIS MODIFICATION AND ALL OTHER INSTRUMENTS, DOCUMENTS AND LOAN DOCUMENTS EXECUTED AND DELIVERED IN CONNECTION WITH THIS MODIFICATION EMBODY THE FINAL, ENTIRE LOAN DOCUMENTS AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, LOAN DOCUMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THIS MODIFICATION, AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL LOAN DOCUMENTS OR DISCUSSIONS OF THE PARTIES HERETO.

THERE ARE NO UNWRITTEN ORAL LOAN DOCUMENTS AMONG THE PARTIES HERETO.

Executed as of the date first written above.

Corporation:

LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION

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

Name: Ken Eaken

Title: President of the Board

Attest:

\_\_\_\_\_  
Name: Michel Hambrick

Title: Secretary of the Board

Bank:

SOUTHSIDE BANK

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

Name: Greg Sims

Title: Executive Vice President

**SCHEDULE I**  
**>> SCHEDULE OF PAYMENTS <<**  
**PROMISSORY NOTE AND LOAN AGREEMENT No. 7833**  
**Southside Bank - Lender**  
**Little Elm Economic Development Corporation - Borrower**  
**Schedule Dated as of July 13, 2021**

PMT NO.	PMT DATE MO. DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	EARLY REDEMPTION VALUE after pmt on this line
1	10/13/2021	\$44,506.72	\$20,832.85	\$23,673.87	N/A
2	1/13/2022	\$44,506.72	\$20,658.44	\$23,848.28	N/A
3	4/13/2022	\$44,506.72	\$20,482.74	\$24,023.98	N/A
4	7/13/2022	\$44,506.72	\$20,305.75	\$24,200.97	N/A
5	10/13/2022	\$44,506.72	\$20,127.45	\$24,379.27	N/A
6	1/13/2023	\$44,506.72	\$19,947.84	\$24,558.88	N/A
7	4/13/2023	\$44,506.72	\$19,766.91	\$24,739.81	N/A
8	7/13/2023	\$44,506.72	\$19,584.64	\$24,922.08	N/A
9	10/13/2023	\$44,506.72	\$19,401.03	\$25,105.69	N/A
10	1/13/2024	\$44,506.72	\$19,216.07	\$25,290.65	N/A
11	4/13/2024	\$44,506.72	\$19,029.74	\$25,476.98	N/A
12	7/13/2024	\$44,506.72	\$18,842.05	\$25,664.67	\$2,579,031.31
13	10/13/2024	\$44,506.72	\$18,652.97	\$25,853.75	\$2,552,126.48
14	1/13/2025	\$44,506.72	\$18,462.49	\$26,044.23	\$2,525,038.02
15	4/13/2025	\$44,506.72	\$18,270.62	\$26,236.10	\$2,497,764.68
16	7/13/2025	\$44,506.72	\$18,077.33	\$26,429.39	\$2,470,305.20
17	10/13/2025	\$44,506.72	\$17,882.61	\$26,624.11	\$2,442,658.31
18	1/13/2026	\$44,506.72	\$17,686.46	\$26,820.26	\$2,414,822.73
19	4/13/2026	\$44,506.72	\$17,488.87	\$27,017.85	\$2,386,797.18
20	7/13/2026	\$44,506.72	\$17,289.82	\$27,216.90	\$2,358,580.35
21	10/13/2026	\$44,506.72	\$17,089.30	\$27,417.42	\$2,330,170.94
22	1/13/2027	\$44,506.72	\$16,887.31	\$27,619.41	\$2,301,567.64
23	4/13/2027	\$44,506.72	\$16,683.83	\$27,822.89	\$2,272,769.12
24	7/13/2027	\$44,506.72	\$16,478.85	\$28,027.87	\$2,243,774.05
25	10/13/2027	\$44,506.72	\$16,272.36	\$28,234.36	\$2,214,581.09
26	1/13/2028	\$44,506.72	\$16,064.34	\$28,442.38	\$2,185,188.89
27	4/13/2028	\$44,506.72	\$15,854.80	\$28,651.92	\$2,155,596.08
28	7/13/2028	\$44,506.72	\$15,643.71	\$28,863.01	\$2,125,801.30
29	10/13/2028	\$44,506.72	\$15,431.07	\$29,075.65	\$2,095,803.17
30	1/13/2029	\$44,506.72	\$15,216.86	\$29,289.86	\$2,065,600.31
31	4/13/2029	\$44,506.72	\$15,001.07	\$29,505.65	\$2,035,191.31
32	7/13/2029	\$44,506.72	\$14,783.69	\$29,723.03	\$2,004,574.77
33	10/13/2029	\$44,506.72	\$14,564.71	\$29,942.01	N/A
34	1/13/2030	\$44,506.72	\$14,344.12	\$30,162.60	N/A
35	4/13/2030	\$44,506.72	\$14,121.90	\$30,384.82	N/A
36	7/13/2030	\$44,506.72	\$13,898.05	\$30,608.67	N/A
37	10/13/2030	\$44,506.72	\$13,672.54	\$30,834.18	N/A
38	1/13/2031	\$44,506.72	\$13,445.38	\$31,061.34	N/A

PMT NO.	PMT DATE MO. DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	EARLY REDEMPTION VALUE after pmt on this line
39	4/13/2031	\$44,506.72	\$13,216.54	\$31,290.18	N/A
40	7/13/2031	\$44,506.72	\$12,986.01	\$31,520.71	N/A
41	10/13/2031	\$44,506.72	\$12,753.79	\$31,752.93	N/A
42	1/13/2032	\$44,506.72	\$12,519.85	\$31,986.87	N/A
43	4/13/2032	\$44,506.72	\$12,284.20	\$32,222.52	N/A
44	7/13/2032	\$44,506.72	\$12,046.80	\$32,459.92	\$1,620,462.66
45	10/13/2032	\$44,506.72	\$11,807.66	\$32,699.06	\$1,587,015.60
46	1/13/2033	\$44,506.72	\$11,566.75	\$32,939.97	\$1,553,340.26
47	4/13/2033	\$44,506.72	\$11,324.07	\$33,182.65	\$1,519,435.09
48	7/13/2033	\$44,506.72	\$11,079.61	\$33,427.11	\$1,485,298.51
49	10/13/2033	\$44,506.72	\$10,833.34	\$33,673.38	\$1,450,928.95
50	1/13/2034	\$44,506.72	\$10,585.25	\$33,921.47	\$1,416,324.82
51	4/13/2034	\$44,506.72	\$10,335.34	\$34,171.38	\$1,381,484.52
52	7/13/2034	\$44,506.72	\$10,083.59	\$34,423.13	\$1,346,406.43
53	10/13/2034	\$44,506.72	\$9,829.99	\$34,676.73	\$1,311,088.93
54	1/13/2035	\$44,506.72	\$9,574.51	\$34,932.21	\$1,275,530.39
55	4/13/2035	\$44,506.72	\$9,317.15	\$35,189.57	\$1,239,729.16
56	7/13/2035	\$44,506.72	\$9,057.90	\$35,448.82	\$1,203,683.59
57	10/13/2035	\$44,506.72	\$8,796.74	\$35,709.98	\$1,167,392.01
58	1/13/2036	\$44,506.72	\$8,533.65	\$35,973.07	\$1,130,852.74
59	4/13/2036	\$44,506.72	\$8,268.62	\$36,238.10	\$1,094,064.09
60	7/13/2036	\$44,506.72	\$8,001.64	\$36,505.08	\$1,057,024.36
61	10/13/2036	\$44,506.72	\$7,732.70	\$36,774.02	N/A
62	1/13/2037	\$44,506.72	\$7,461.77	\$37,044.95	N/A
63	4/13/2037	\$44,506.72	\$7,188.85	\$37,317.87	N/A
64	7/13/2037	\$44,506.72	\$6,913.92	\$37,592.80	N/A
65	10/13/2037	\$44,506.72	\$6,636.96	\$37,869.76	N/A
66	1/13/2038	\$44,506.72	\$6,357.96	\$38,148.76	N/A
67	4/13/2038	\$44,506.72	\$6,076.90	\$38,429.82	N/A
68	7/13/2038	\$44,506.72	\$5,793.78	\$38,712.94	N/A
69	10/13/2038	\$44,506.72	\$5,508.57	\$38,998.15	N/A
70	1/13/2039	\$44,506.72	\$5,221.26	\$39,285.46	N/A
71	4/13/2039	\$44,506.72	\$4,931.83	\$39,574.89	N/A
72	7/13/2039	\$44,506.72	\$4,640.26	\$39,866.46	\$592,327.50
73	10/13/2039	\$44,506.72	\$4,346.56	\$40,160.16	\$551,863.42
74	1/13/2040	\$44,506.72	\$4,050.68	\$40,456.04	\$511,123.17
75	4/13/2040	\$44,506.72	\$3,752.63	\$40,754.09	\$470,104.87



PMT NO.	PMT DATE MO. DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	EARLY REDEMPTION VALUE after pmt on this line
76	7/13/2040	\$44,506.72	\$3,452.38	\$41,054.34	\$428,806.62
77	10/13/2040	\$44,506.72	\$3,149.92	\$41,356.80	\$387,226.51
78	1/13/2041	\$44,506.72	\$2,845.23	\$41,661.49	\$345,362.61
79	4/13/2041	\$44,506.72	\$2,538.29	\$41,968.43	\$303,212.99
80	7/13/2041	\$44,506.72	\$2,229.10	\$42,277.62	\$260,775.70
81	10/13/2041	\$44,506.72	\$1,917.63	\$42,589.09	\$218,048.77
82	1/13/2042	\$44,506.72	\$1,603.86	\$42,902.86	\$175,030.23
83	4/13/2042	\$44,506.72	\$1,287.78	\$43,218.94	\$131,718.09
84	7/13/2042	\$44,506.72	\$969.37	\$43,537.35	\$88,110.35
85	10/13/2042	\$44,506.72	\$648.62	\$43,858.10	\$44,204.98
86	1/13/2043	\$44,506.72	\$325.45	\$44,181.27	\$0.00
Grand Totals		\$3,827,577.92	\$999,845.83	\$2,827,732.09	

## CERTIFICATE OF TOWN SECRETARY

THE STATE OF TEXAS  
COUNTY OF DENTON  
TOWN OF LITTLE ELM

§  
§  
§

I, the undersigned, Town Secretary of the Town of Little Elm, Texas DO HEREBY CERTIFY as follows:

1. On June 15, 2021, a regular meeting of the Town Council of the Town of Little Elm, Texas, was held at a meeting place within the Town; the duly constituted members of the Council being as follows:

<u>David Hillock</u>	Mayor
<u>Neil Blais</u>	Council Member
<u>Tony Singh</u>	Council Member
<u>Lisa Norman</u>	Council Member
<u>Nick Musteen</u>	Council Member
<u>Curtis J. Cornelious</u>	Council Member
<u>Michael McClellan</u>	Council Member

and all of said persons were present at said meeting, except the following: \_\_\_\_\_.  
Among other business considered at said meeting, the attached resolution entitled:

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS ("TOWN"), APPROVING THE RESOLUTION OF THE BOARD OF DIRECTORS OF LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION ("CORPORATION") AUTHORIZING THE MODIFICATION AGREEMENT REGARDING LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION'S PROMISSORY NOTE AND LOAN AGREEMENT No. 7833 AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.**

was introduced and submitted to the Town Council for passage and adoption. After presentation and due consideration of the resolution, and upon a motion made and seconded, the resolution was duly passed and adopted by the Council to be effective immediately by the following vote:

AYES: All members of the Town Council shown present above voted "Aye", except as noted below,

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

all as shown in the official Minutes of the Town Council for the meeting held on the aforesaid date.

2. The attached resolution is a true and correct copy of the original on file in the official records of the Town; the duly qualified and acting members of the Town Council on the date of the aforesaid meeting are those persons shown above and, according to the records of my office, advance notice of the time, place and purpose of said meeting was given to each member of the Council; and that said meeting, and deliberation of the aforesaid public business, was open to the public and written notice of said meeting, including the subject of the above-entitled resolution, was posted and given in advance thereof in compliance with the provisions of V.T.C.A., Chapter 551, Government Code, as amended.

IN WITNESS WHEREOF, I have hereunto signed my name officially on the date first written above.

---

Town Secretary, Caitlan Biggs

**RESOLUTION NO. 0615202102**

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS (“TOWN”), APPROVING THE RESOLUTION OF THE BOARD OF DIRECTORS OF LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION (“CORPORATION”) AUTHORIZING THE MODIFICATION AGREEMENT REGARDING LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION’S PROMISSORY NOTE AND LOAN AGREEMENT No. 7833 AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.**

**WHEREAS**, the Little Elm Economic Development Corporation (the “Corporation”) has been duly created and organized pursuant to the provisions of Chapter 504, Local Government Code, as amended (formerly Section 4A of the Development Corporation Act of 1979, Article 5190.6, Texas Revised Civil Statutes Annotated, as amended) (the “Act”) by the Town of Little Elm, Texas (the “Town”); and

**WHEREAS**, the Corporation and GOVERNMENT CAPITAL CORPORATION (“GCC”) entered into a loan transaction evidenced by that certain Promissory Note and Loan Agreement No. 7833 dated as of July 13, 2021 (“Loan Documents”); and

**WHEREAS**, GCC assigned its rights under the Loan Documents to Southside Bank (the “Bank”); and

**WHEREAS**, the Corporation and Bank now desire to amend the Loan Documents to lower the interest rate; and

**WHEREAS**, the Corporation and Bank will enter into a MODIFICATION AGREEMENT (the “Modification”), dated as of July 13, 2021; now, therefore,

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

**Section 1.** The Resolution approving the Modification and authorizing the lowering of the interest rate to be adopted by the Corporation (the “Corporation Resolution”) on June 14, 2021, and submitted to the Town Council this day, is hereby approved in all respects.

**Section 2.** 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 V.T.C.A. Government Code, Chapter 551, as amended.

**Section 3.** This Resolution shall be in force and effect from and after its passage on the date shown below.

*[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]*

**PASSED AND ADOPTED**, this \_\_\_\_\_, 2021.

**TOWN OF LITTLE ELM, TEXAS**

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

ATTEST:

\_\_\_\_\_  
Town Secretary, Caitlan Biggs

## CERTIFICATE OF SECRETARY

I, the undersigned, Secretary of the Board of the Little Elm Economic Development Corporation, **DO HEREBY CERTIFY** as follows:

1. On June 14, 2021, a regular meeting of the Board of the Little Elm Economic Development Corporation (the "Corporation") was held at a meeting place within the Corporation (the "*Meeting*"); the duly constituted members of the Board being as follows:

<u>Ken Eaken</u>	<u>President</u>
<u>Casey Russell</u>	<u>Vice President</u>
<u>Michel Hambrick</u>	<u>Secretary to the Board</u>
<u>Taylor Girardi</u>	<u>Treasurer</u>
<u>Michael McClellan</u>	<u>Board Member</u>
<u>Jack Gregg</u>	<u>Board Member</u>
<u>Marce E. Ward</u>	<u>Board Member</u>

all of said persons were present at said meeting, except the following: \_\_\_\_\_. Among other business considered at said meeting, the attached resolution entitled:

A RESOLUTION AUTHORIZING THE MODIFICATION AGREEMENT  
REGARDING LITTLE ELM ECONOMIC DEVELOPMENT  
CORPORATION'S PROMISSORY NOTE AND LOAN AGREEMENT No. 7833  
AND RESOLVING OTHER MATTERS INCIDENT AND RELATED  
THERE TO

(the "*Resolution*") was introduced and submitted to the Board for passage and adoption. After presentation and due consideration of the Resolution, and upon a motion being duly made and seconded, the Resolution was finally passed and adopted by the Board to be effective immediately by the following vote:

\_\_\_\_\_ voted "*For*"                      \_\_\_\_\_ voted "*Against*"                      \_\_\_\_\_ abstained

all as shown in the official Minutes of the Board for the meeting held on the aforesaid date.

2. The Resolution is a true and correct copy of the original on file in the official records of the Corporation; the duly qualified and acting members of the City Council of the Corporation on the date of the Meeting are those persons shown above and, according to the records of my office, advance notice of the time, place, and purpose of the Meeting was given to each member of the Board; and that the Meeting, and the deliberation of the aforesaid public business, was open to the public and written notice of the Meeting, including the subject of the above entitled Resolution, was posted and given in advance thereof in compliance with the provisions of V.T.C.A., Government Code, Chapter 551, as amended.

**IN WITNESS WHEREOF**, I have hereunto signed my name officially, this \_\_\_\_\_ day  
of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Michel Hambrick, Secretary to the Board

## **RESOLUTION No. 0614202101EDC**

RESOLUTION OF THE EDC AUTHORIZING THE MODIFICATION AGREEMENT REGARDING LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION'S PROMISSORY NOTE AND LOAN AGREEMENT No. 7833 AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO

**WHEREAS**, the Board (the "*Board*") of the Little Elm Economic Development Corporation (the "*Corporation*") hereby finds and determines that it is in the Corporation's best interest to enter into the MODIFICATION AGREEMENT dated as of July 13, 2021 (the "*Modification*") modifying the terms and conditions of the Corporations outstanding loan evidenced by that certain Promissory Note and Loan Agreement dated as of July 13, 2017 in the original principal amount of \$3,048,000 and payable to Southside Bank as successor in interest to Government Capital Corporation.

NOW, THEREFORE BE IT ORDERED BY THE BOARD OF THE LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION:

**Section 1. Authorization**The Modification is hereby duly authorized and approved.

**Section 2. Execution**The Modification shall be executed on behalf of the Corporation by the President of the Board and attested by the Secretary of the Board. The signature of said officers on the Modification may be manual or facsimile. The Modification bearing the manual or facsimile signatures of individuals who are or were the proper officers of the Corporation on the date thereof shall be deemed to be duly executed on behalf of the Corporation, notwithstanding that such individuals or any of them shall cease to hold such offices at any time thereafter.

**Section 3. Form Generally**The Modification shall be substantially in the form as presented to the Board with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this resolution

**Section 4. Governing Law**This resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

**Section 5. Effect of Headings**The Section headings herein are for convenience only and shall not affect the construction hereof.

**Section 6. Construction of Terms**If appropriate in the context of this resolution, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders.

**Section 7. Public Meeting**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 V.T.C.A., Government Code, Chapter 551, as amended.



**Section 8.**     **Effective Date.** This resolution shall be in force and effect from and after its passage on the date shown below.

**PASSED AND ADOPTED**, this June 14<sup>th</sup>, 2021.

LITTLE ELM ECONOMIC DEVELOPMENT  
CORPORATION

---

President of the Board, Ken Eaken

ATTEST:

---

Secretary of the Board, Michel Hambrick



**Date:** 06/15/2021  
**Agenda Item #:** 4. H.  
**Department:** Administrative Services  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Jennette Espinosa, EDC Executive Director

---

**AGENDA ITEM:**

Consider Action to Approve an **Amendment for Contract Services Budget Year 2020-2021 for the Economic Development Corporation.**

**DESCRIPTION:**

This amendment to the budget in the Contract Services category is based on the following items:

- Paradigm Design Contract for Construction of Shell Building (EDC responsibility)
- West Side Study - Phase 2 for Analysis and Development Ordinance Diagnosis (shared responsibility with Development Services)
- West Side Parcel Clean up (which will be reimbursed to the EDC by the developer)

**BUDGET IMPACT:**

The amendment would increase the Contract Services account in the amount of \$415,000.00 to cover the EDC's financial responsibility of the projects listed above.

**RECOMMENDED ACTION:**

Staff recommends approval.

---



**Date:** 06/15/2021  
**Agenda Item #:** 4. I.  
**Department:** Administrative Services  
**Strategic Goal:** Promote and expand Little Elm's identity  
**Staff Contact:** Jennette Espinosa, EDC Executive Director

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**AGENDA ITEM:**

Consider Action to Approve a **Proposal from McCathern, PLLC for the West Side Parcel Clean-Up in an Amount not to exceed \$50,000.**

**DESCRIPTION:**

McCathern will be responsible for the following tasks:

- Obtain Releases; Acquire ROW's
- Negotiate the Acquisition of Underlying Properties
- Contract Drafting
- Deed Preparation and Recordation

The Eldorado Right of Way Project is a substantial project involving governmental interaction, appraisals, ROW releases, property acquisitions, negotiations, contract drafting, deed preparation and deed recordings. Actual time and costs for this project are highly dependent upon agency actions that are beyond our control. As McCathern determines the level of cooperation of third-parties involved in this Project, updated estimates will be provided accordingly.

**BUDGET IMPACT:**

Amount of project not to exceed \$50,000.00. This does not include the cost of appraisals or purchase of land. EDC plans to recoup those costs from the developer.

**RECOMMENDED ACTION:**

Staff recommends approval.

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**Attachments**

McCathern Proposal  
Oak Grove/Eldorado ROW Mapai

# McCATHERN

MICHAEL A. SANCHEZ | PARTNER

McCATHERN, PLLC

MAY 25, 2021

Jennette Espinosa, Executive Director  
Little Elm EDC, 100 W. Eldorado Parkway  
Little Elm, TX 75068

**RE: ELDORADO RIGHT OF WAY PROJECT PROPOSAL**

## **I. INTRODUCTION.**

During calendar year 2020, McCathern, PLLC on behalf of the Town of Little Elm (the “Town”) determined or validated right-of-way (“ROW”) grantees and property owners who would be involved in the Eldorado Right of Way Project (the “Project”). McCathern obtained, reviewed and analyzed the deeds, public records, and title policies culminating in the delivery to the Town of a spreadsheet summarizing findings as to then-existing ROWs and property owners.

The Town now has asked McCathern to propose on assisting the Town to: (i) release and/or acquire existing ROWs and (ii) purchase of the underlying properties, as necessary for the Town to secure fee simple title rights (or as close to simple title) in the properties for future sale by the Town. This Proposal responds to the Town’s request as follows.

## **II. PROPOSED SCOPE OF McCATHERN WORK AND COST ESTIMATE.**

1. **Agency Communications.** McCathern would communicate and coordinate with the Texas Department of Transportation (“TXDOT”), the North Central Texas Council of Governments Transportation Department (“NCTCGT”), and the United States Army Corps of Engineers (“USACE”) to obtain approvals, prepare studies and designs, participate in conferences, and follow TXDOT’s procedures (which address both state of Texas requirements and federal requirements administered through the Federal Highway Administration) for applicable properties. This step most likely will require: (a) an Environmental Impact Statement, (b) an Environmental Assessment, (c) a State Letter of Authority, (d) preliminary engineering analysis, (e) Public Hearings, (f) potential design approvals, and (g) traffic studies. Typically, communication and coordination with TXDOT and NCTCGT facilitates interaction with Federal Agencies, state agencies, and the public. This step also includes communications with utility companies to better coordinate changes in utility requirements within or along the affected properties.

2. **Appraisals.** McCathern would obtain appraisals from a TXDOT certified appraiser differentiating the value of a property with and without the easement, considering that property owner(s) must be given the opportunity to participate in appraiser inspections.

**\*\*\*EDC will obtain the appraisals for this project**

3. **Obtain Releases; Acquire ROWs.** When property appraisals are completed, McCathern would obtain/acquire ROW releases from USACE, TXDOT and Denton County. We

# McCATHERN

anticipate that the release process would involve informal meetings with the individual government agencies or, for example with Denton County, a public Commissioners Court Hearing.

4. **Negotiate the Acquisition of Underlying Properties.** Upon the release of all encumbrances, Little Elm would need to negotiate and reach agreement in principle to acquire the underlying properties from private citizens and from agencies in accordance with particular agency procedures or state law requirements.<sup>1</sup>

5. **Contract Drafting.** McCathern would memorialize ROW/property acquisition in executed contracts between the Town and each Seller.

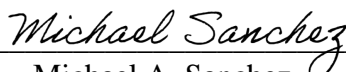
6. **Deed Preparation and Recordation.** McCathern would prepare deeds to evidence the sale, transfer and conveyance of rights and/title from USACE, State of Texas, Denton County, and the property owner(s) for the applicable tract. After deeds are executed, McCathern would file applicable deeds with the Denton County Clerk's Recording Division.

**Exhibit A** to this Memorandum provides links to websites that may help you gain a better understanding of agency procedures involved in the sale of agency properties.

### III. CONCLUSION.

The Eldorado Right of Way Project is a substantial project involving governmental interaction, appraisals, ROW releases, property acquisitions, negotiations, contract drafting, deed preparation and deed recordings. We believe a budget in the range of \$40,000 - \$50,000, excluding appraisal costs, is reasonable in light of these undertakings. Actual time and costs for this project are highly dependent upon agency actions that are beyond our control. As we determine the level of cooperation of third-parties involved in this Project, we would of course update estimates accordingly. We truly appreciate the opportunity to work with you to bring this Project to fruition.

Kind Regards,

  
Michael A. Sanchez

Cc: Michael P. Ricci (McCathern, PLLC)

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<sup>1</sup> For example, under Section 21.011 of the Texas Property Code, Little Elm's initial offer letter is required to be sent certified mail return receipt requested. Such letter must include (i) an offer letter containing required provisions; (ii) a copy of all appraisal reports produced or acquired by Little Elm relating specifically to the owner's property for the 10 years preceding the date of the offer; (iii) a copy of the current version of the *Landowner's Bill of Rights*; (iv) and an "acknowledgement of receipt of appraisal" form which includes a self-addressed stamped envelope. This stage may entail further dialogue with TXDOT.

# MCCATHERN

## EXHIBIT A

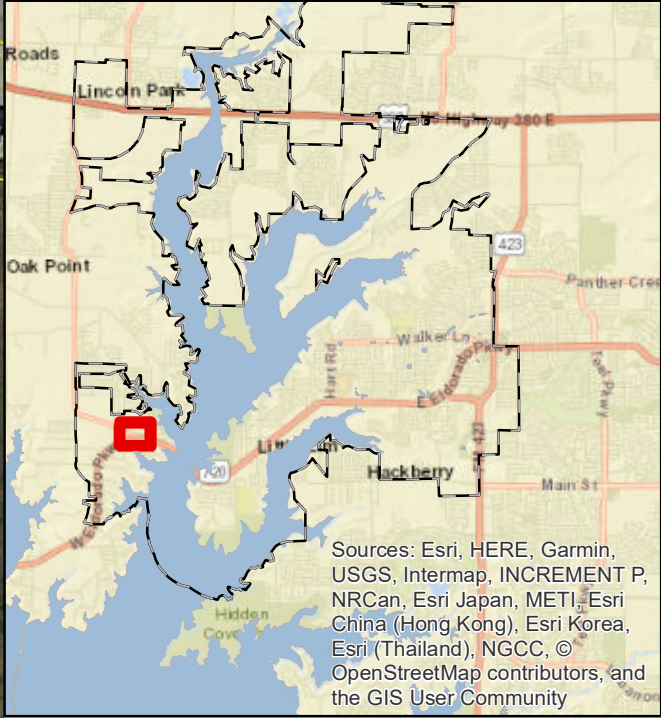
### To ROW Project Memorandum

#### Links and contact information

- TXDOT's Local Government Project Toolkit: <https://www.txdot.gov/government/processes-procedures/lgp-toolkit.html>
- TXDOT's Local Government Project Management Guide: <http://ftp.dot.state.tx.us/pub/txdot/lgp/procedures/guide.pdf#5EnvComp>
- TXDOT's ROW Acquisition Manual: <http://onlinemanuals.txdot.gov/txdotmanuals/acq/acq.pdf>
- TXDOT's Local Government Project Best Practices Workbook: <http://ftp.dot.state.tx.us/pub/txdot/lgp/procedures/workbook.pdf#2ProjInit>
- North Central Texas Council of Governments Transportation Division: <https://www.nctcog.org/trans/about>
- United States Army Corp of Engineers: <https://www.usace.army.mil>
- Denton County Clerk Recording Division: <https://dentoncounty.gov/Departments/County-Clerk/Recording>



ID	Acres
1	0.098
2	0.248
3	0.57
4	0.33
5	0.324
6	0.722
7	0.411



**ROW Project**

*Town of Little Elm*  
*Denton County, Tx*  
Date: 6/11/2019

**Legend**

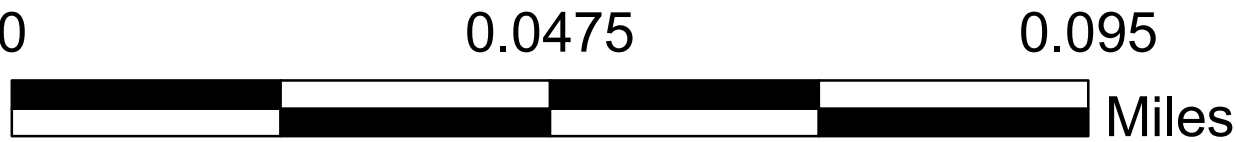
**ROW**

Prescriptive

ROW

Town Limits

Subject Property







## Town Council Meeting

**Date:** 06/15/2021  
**Agenda Item #:** 4. J.  
**Department:** Finance  
**Strategic Goal:** Ensure excellence in public services while keeping up with the growth in the community  
**Staff Contact:** Fred Gibbs, Director of Development Services

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### AGENDA ITEM:

Consider Action to Approve **Expenditure Authority for a Professional Services Agreement with SAFEbuilt Texas, LLC. for Inspection and Plan Review Services for the Town in an Estimated Annual Amount of \$100,000.**

### DESCRIPTION:

The Town utilizes these services for Construction Plan Review & Inspections. This agreement will additionally support our customer service initiative to review plans within 10 days.

Expenditures for this service are approaching staff authority and it is anticipated that the need for these services will continue.

### BUDGET IMPACT:

Funding for this expenditure have been identified in the current approved budget. Funds will be committed at the issuance of a purchase order.

### RECOMMENDED ACTION:

Staff recommends approval.

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### Attachments

Agreement

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN TOWN OF LITTLE ELM, TEXAS  
AND SAFEbuilt TEXAS, LLC**

This Professional Services Agreement ("Agreement") is made and entered into by and between Town of Little Elm, Texas, ("Municipality") and SAFEbuilt Texas, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, ("Consultant"). Municipality and Consultant shall be jointly referred to as "Parties".

**RECITALS**

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services and Fee Schedule, ("Services"); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

**1. SCOPE OF SERVICES**

Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Unless otherwise provided in Exhibit B, Consultant shall provide the Services using hardware and Consultant's standard software package. In the event that Municipality requires that Consultant utilize hardware or software specified by or provided by Municipality, Municipality shall provide the information specified in Exhibit B. Consultant shall use reasonable commercial efforts to comply with the requirements of Exhibit B and Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of Exhibit B.

**2. CHANGES TO SCOPE OF SERVICES**

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

**3. FEE STRUCTURE**

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit A – List of Services and Fee Schedule.

**4. INVOICE & PAYMENT STRUCTURE**

Consultant will invoice Municipality as SAFEbuilt, LLC, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months, subsequently; Agreement shall automatically renew for twelve (12) month terms, unless prior notification is delivered to either Party thirty (30) days in advance of the renewal date of this Agreement. In the absence of written documentation, this Agreement will continue in force until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services. Municipality grants Consultant full privilege, non-exclusive, non-transferable license to use all such materials as reasonably required to perform Service.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided

to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or where requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

Notwithstanding anything herein to the contrary, Consultant and its agents, servants and/or employees, while acting within the scope of this Agreement shall be deemed to be an agent of the Municipality for purposes of exercising authority granted to the Municipality by applicable law.

11. ASSIGNMENT

Neither party shall assign all or part of its rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performances clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of sovereign immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR INFRINGEMENT. IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION,

DAMAGES FOR LOST PROFITS, LOST REVENUES. LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY OTHER THAN WITH RESPECT TO PAYMENT OF OBLIGATIONS FOR SERVICES. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENDED CONDUCT, OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT.

14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement and all records, documents, notes, data and other materials required for or resulting from the performance of Services hereunder shall not be used by Consultant for any purpose other than the performance of Services hereunder without the express prior written consent of Municipality. All such records, documents, notes, data and other materials shall become

the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the work product, deliverables, applications, records, documents and other materials required for or resulting from the Services, all solely in an anonymized form, for purposes of (i) benchmarking of Municipality's and others performance relative to that of other groups of customers served by Consultant; (ii) sales and marketing of existing and future Consultant services; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS

Consultant is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Consultant shall not enter into an agreement with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:	If to Consultant:
Kevin Robinson, Building Official Town of Little Elm 100 West Eldorado Parkway Little Elm, Texas 75068 Email: <a href="mailto:krobinson@littleelm.org">krobinson@littleelm.org</a>	Joe DeRosa, CRO SAFEbuilt, LLC 3755 Precision Drive, Suite 140 Loveland, CO 80538 Email: <a href="mailto:jderosa@safebuilt.com">jderosa@safebuilt.com</a>

24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. TEXAS GOVERNMENT CODE/PROHIBITION OF BOYCOTT ISRAEL; NOT ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION

Consultant verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001/2270.001, as amended. Further, Consultant verifies, in accordance with Section 2252.152 of the Texas Government Code that Consultant is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

29. GOVERNING LAW AND VENUE

This Agreement shall be construed under and governed by the laws of the State of Texas and all services to be provided will be provided in accordance with applicable federal, state and local law, without regard to its conflict of laws provisions, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Denton County, Texas.

30. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

31. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

32. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

33. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidity of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.



IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.



\_\_\_\_\_  
Thomas P. Wilkas, CFO  
SAFEbuilt Texas, LLC

November 17, 2020

\_\_\_\_\_  
Date



\_\_\_\_\_  
Signature  
Town of Little Elm, Texas

11/18/2020

\_\_\_\_\_  
Date

Rebecca Hunter      Purchasing Manager

\_\_\_\_\_  
Name and Title  
Town of Little Elm, Texas

## EXHIBIT A – LIST OF SERVICES AND FEE SCHEDULE

### 1. LIST OF SERVICES

#### Remote Plan Review Services

- ✓ Provide plan review services electronically
- ✓ Review plans for compliance with adopted building codes, local amendments or ordinances
- ✓ Be a resource to applicants on submittal requirements and be available throughout the process
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

#### Remote Plan Conveyance

- ✓ Electronic plan submittals will be reviewed and returned electronically

#### Reporting Services

- ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

### 2. TIME OF PERFORMANCE

- ✓ Perform Services during normal business hours excluding Municipal holidays
- ✓ Services will be performed on an as-requested basis

REMOTE PLAN REVIEW DELIVERABLES			
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment via telephone		
TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	Project Type:	First Comments	Second Comments
	✓ One and Two Family within	5 business days	5 business days or less

### 3. FEE SCHEDULE

- ✓ Beginning January 01, 2022 and annually thereafter, the rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Remote Plan Review Fee Schedule:	
Plan Review: <ul style="list-style-type: none"><li>• One and Two Family Residential</li></ul>	\$115.00 per plan review

## **EXHIBIT B – MUNICIPAL SPECIFIED OR PROVIDED SOFTWARE**

1. Consultant shall provide Services pursuant to this Agreement using hardware and Consultant's standard software package, unless otherwise provided below. In the event that Municipality requires that Consultant utilize hardware and/or software specified by and provided by Municipality, Consultant shall use reasonable commercial efforts to comply with Municipal requirements.
2. Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with Municipal requirements.

Municipality will provide the following information to Consultant.

- ✓ Municipal technology point of contact information including name, title, email and phone number
- ✓ List of technology services, devices and software that the Municipality will provide may include:
  - Client network access
  - Internet access
  - Proprietary or commercial software and access
  - Computer workstations/laptops
  - Mobile devices
  - Printers/printing services
  - Data access
  - List of reports and outputs

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## Town Council Meeting

**Date:** 06/15/2021  
**Agenda Item #:** 4. K.  
**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 **Ordinance No. 1613 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.**

### DESCRIPTION:

The city charter requires that when budgets are amended that the amendment is by ordinance. This budget amendment addresses several items discussed below.

“The legal level of budgetary control is at the fund level. The Town Manager is authorized to transfer budgeted amounts between departments within any fund. Any revisions that increase the total expenditures of any fund greater than the original budget must be approved by ordinance of Town Council.”

### General Fund:

With the successful closing May 28, 2021, of the amended TIRZ 5 and Spiritas PID, the Town received funds at closing that allows the Town to utilize for future growth and to cover the administrative costs associated with the closing. This budget amendment is recognizing these funds of \$2,100,233 received at closing and transferring them to the CIP fund for such needs. The Town also received at closing the cost of issuing financing for TIRZ 5 and PID to cover such costs for legal fees, notices, etc. This budget amendment reflects the funds of \$100,000 for TIRZ 5 and \$50,000 for the PID to cover the administrative costs associated with the financing.

### Grant Fund:

The Town was a direct recipient of the American Rescue Plan Act that provides relief to local governments to address and prevent the spread of COVID-19. This budget amendment reflects the funds received in our first tranche of \$2,201,363. The Town will be evaluating the program needs and opportunities that align with the eligible expenses and will incorporate the programming of these funds into the 2021-2022 budget process.

**CIP Fund:**

The Town has on the agenda tonight approval of a Public Safety Command Vehicle. This budget amendment reflects utilizing the CIP reserves for the purchase of this unit.

**VERF Fund:**

The Town has on the agenda tonight an emergency purchase for the generator that supports the EOC. The generator has been in the VERF inventory since the initial purchase in 2010. Contributions have been allocated for the future replacement within the VERF Fund. Due to the emergency purchase, this budget amendment reflects replacement costs within the VERF Fund.

**BUDGET IMPACT:**

See Exhibit A for impacts to the General Fund, Grant Fund, VERF Fund, and Capital Improvement Fund.

**RECOMMENDED ACTION:**

Staff recommends approval.

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**Attachments**

Ordinance No. 1613

Exhibit A Budget Amendment Support

**ORDINANCE NO. 1613**

**AN ORDINANCE OF THE TOWN COUNCIL OF LITTLE ELM, TEXAS ("TOWN"), AUTHORIZING CERTAIN BUDGET AMENDMENT PERTAINING TO THE FISCAL YEAR 2020-2021 BUDGET; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, a budget amendment has been prepared for certain appropriations and expenditures in the FY 2020-2021 Budget and submitted to the Town Council for approval and a true and correct copy is attached as Exhibit A.

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

**SECTION 1.** Pursuant to the Town Charter requirements of the Town of Little Elm, Texas, in the year 2020-2021, a Budget Amendment attached as Exhibit A is hereby authorized and approved.

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

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas this the 15th day of June, 2021.

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Caitlan Biggs  
Town Secretary

**EXHIBIT "A"**  
**BUDGET AMENDMENT**  
**FISCAL YEAR 2020-2021**  
**June 15, 2021**

<b>General Fund</b>	<b>Original Budget</b>	<b>Current Budget</b>	<b>Amended Budget</b>	<b>Increase (Decrease)</b>
<b>Revenue:</b>				
All Revenue Sources	\$ 39,048,323	\$ 39,172,658	\$ 41,503,696	\$ 2,331,038
<b>Total Revenue</b>	<b>\$ 39,048,323</b>	<b>\$ 39,172,658</b>	<b>\$ 41,503,696</b>	<b>\$ 2,331,038</b>
<b>Expenditures:</b>				
Total Expenditures	\$ 42,710,527	\$ 44,976,499	\$ 47,176,732	\$ 2,200,233
<b>Total Expenditures</b>	<b>\$ 42,710,527</b>	<b>\$ 44,976,499</b>	<b>\$ 47,176,732</b>	<b>\$ 2,200,233</b>
<b>Grant Fund</b>	<b>Original Budget</b>	<b>Current Budget</b>	<b>Amended Budget</b>	<b>Increase (Decrease)</b>
<b>Revenue:</b>				
All Revenue Sources	\$ -	\$ -	\$ 1,123,097	\$ 1,123,097
<b>Total Revenue</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,123,097</b>	<b>\$ 1,123,097</b>
<b>Expenditures:</b>				
Professional Services	\$ -	\$ -	\$ 51,176	\$ 51,176
Capital Expenditures	\$ -	\$ -	\$ 120,274	\$ 120,274
Total Transfers Out	\$ -	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 171,450</b>	<b>\$ 171,450</b>
<b>VERF Fund</b>	<b>Original Budget</b>	<b>Current Budget</b>	<b>Amended Budget</b>	<b>Increase (Decrease)</b>
<b>Revenue:</b>				
All Revenue Sources	\$ 1,478,848	\$ 1,927,386	\$ 1,927,386	\$ -
<b>Total Revenue</b>	<b>\$ 1,478,848</b>	<b>\$ 1,927,386</b>	<b>\$ 1,927,386</b>	<b>\$ -</b>
<b>Expenditures:</b>				
Capital Expenditures	\$ 981,163	\$ 1,449,063	\$ 1,600,063	\$ 151,000
Total Transfers Out	-	-	-	-
<b>Total Expenditures</b>	<b>\$ 981,163</b>	<b>\$ 1,449,063</b>	<b>\$ 1,600,063</b>	<b>\$ 151,000</b>
<b>Governmental CIP Fund (871)</b>	<b>Original Budget</b>	<b>Current Budget</b>	<b>Amended Budget</b>	<b>Increase (Decrease)</b>
<b>Revenue:</b>				
All Revenue Sources	\$ 6,790,000	\$ 10,170,025	\$ 11,170,025	\$ 1,000,000
<b>Total Revenue</b>	<b>\$ 6,790,000</b>	<b>\$ 10,170,025</b>	<b>\$ 11,170,025</b>	<b>\$ 1,000,000</b>
<b>Expenditures:</b>				
General Government	\$ 855,000	\$ 968,825	\$ 1,278,138	\$ 309,313
Public Safety	-	-	600,000	600,000
Community Services	-	-	-	-
Streets/Signs/Signals	4,015,000	4,885,048	4,885,048	-
Culture and Recreation	3,040,000	4,326,636	4,326,636	-
Transfer Out	-	-	-	-
<b>Total Expenditures</b>	<b>\$ 7,910,000</b>	<b>\$ 10,180,509</b>	<b>\$ 11,089,822</b>	<b>\$ 909,313</b>

<b>Total Revenue</b>	<b>\$ 4,454,135</b>
<b>Total Expenditures</b>	<b>\$ 3,431,996</b>
<b>Net Effect All Funds</b>	<b>\$ 1,022,139</b>



**Date:** 06/15/2021  
**Agenda Item #:** 5. A.  
**Department:** Administrative Services  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Caitlan Biggs, Director of Administrative Services/Town Secretary

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**AGENDA ITEM:**

Present, Discuss and Consider Action on **Resolution No. 0615202101 Canvassing the Returns and Declaring the Results of a Runoff Election held on Saturday, June 5, 2021, to Elect Mayor for a Three (3) Year Term and Elect One (1) Town Council Member from Place 5 for a Two (2) Year Term; Finding that All Matters Set Forth Herein are True and Correct; and Providing for an Immediate Effective Date.**

**DESCRIPTION:**

On Saturday, June 5, 2021, the Town of Little Elm held a Runoff Election to elect a Mayor for a three-year term and a Council Member for Place 5 for a two-year term.

Below is a summary of the results. The complete results are listed in the attached Resolution.

Mayor:

Ken Eaken - 1,712

Curtis J. Cornelious - 1,997

Place 5:

Jamell Johnson - 354

Jeremy Lukas - 401

**BUDGET IMPACT:**

There is no budget impact associated with this item.

**RECOMMENDED ACTION:**

Staff recommends approval.

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Resolution No. 0615202101

**TOWN OF LITTLE ELM, TEXAS**

**RESOLUTION NO. 0615202101**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS CANVASSING THE RETURNS AND DECLARING THE RESULTS OF A RUNOFF ELECTION HELD ON SATURDAY, JUNE 5, 2021, TO ELECT MAYOR FOR A THREE (3) YEAR TERM AND ELECT ONE (1) TOWN COUNCIL MEMBER FROM PLACE 5 FOR A TWO (2) YEAR TERM; FINDING THAT ALL MATTERS SET FORTH HEREIN ARE TRUE AND CORRECT; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.**

**WHEREAS**, there was heretofore ordered and called for the Town of Little Elm, Texas (the "**Town**") a Runoff Election to be held on June 5, 2021 for the purpose of electing one (1) Mayor for a three (3) year term and one (1) Council Member for Place 5 for a two (2) year term (such election is herein referred to as the "**Election**"); and

**WHEREAS**, the appropriate authority of the Town caused to be posted and published, in accordance with applicable laws, notices for the Election; and

**WHEREAS**, the Election was duly and legally held on June 5, 2021, in the Town and in conformity with the Town Charter and the election laws of the State, and the results of the Elections, including early voting results, have been delivered by the presiding election judge in accordance with law and have been delivered to the Town Council as the canvassing authority in accordance with law; and

**WHEREAS**, The Town Council hereby canvasses the returns of the Election set forth herein and in accordance with law and takes such other actions regarding the results of the said Election as set forth herein.

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

**Section 1. Canvass of the Election.**

A. The returns of the Election, including the returns of early voting ballots, duly and legally made, showed that there were for the runoff election of officers held on June 5, 2021 the following votes:

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**Mayor (Three Year Term)**

<u>Name of Candidate</u>	<u>Total Number of Early Voting Votes and Absentee Votes</u>	<u>Total Number of Votes on June 5, 2021</u>	<u>Total Number of Votes</u>
Ken Eaken	1,237	475	1,712
Curtis J. Cornelious	1,403	594	1,997

**Council Member, Place 5 (Two Year Term)**

<u>Name of Candidate</u>	<u>Total Number of Early Voting Votes and Absentee Votes</u>	<u>Total Number of Votes on June 5, 2021</u>	<u>Total Number of Votes</u>
Jamell Johnson	223	131	354
Jeremy Lukas	246	155	401

B. As provided by subsection A. of Section 11.07 of the Town Charter and in accordance with Article 11, Section 11 of the Texas Constitution, candidates for said Mayor, who received a majority of all votes cast for the respective office shall be declared elected and for Council Member, Place 5, who received a majority of all votes cast for the respective office shall be declared elected. Further, as provided by Section 2.028 of the Texas Election Code, if the candidates in a runoff election tie, an automatic recount shall be conducted in accordance with Chapter 216. If the recount does not resolve the tie, the tied candidates shall cast lots to determine the winner.

**Mayor**

In accordance therewith: **Curtis J. Cornelious** having received the most votes for the office of Mayor, is hereby declared elected to the office of Mayor (three-year term).

**Council Member Place 5**

In accordance therewith: **Jeremy Lukas** having received the most votes for the office of Council Member, Place 5, is hereby declared elected to the office of Place 5 (two-year term).

**Section 2. Matters True and Correct.** All of the matter set forth herein, including the matters set forth in the recitals to this Resolution, are all true and correct and made a part of this Resolution.

**Section 3. Effective Date.** This Resolution shall take effect immediately and be in full force and effect upon adoption.

**PASSED AND APPROVED** by the Town Council of the Town of Little Elm, Texas this  
15<sup>th</sup> day of June, 2021.

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David Hillock, Mayor

ATTEST:

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Caitlan Biggs, Town Secretary

APPROVED AS TO FORM:

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Robert F. Brown, Town Attorney

# Town of Little Elm

# Denton County

# Unofficial Results

## General & Special Runoff Elections

### Registered Voters

3713 of 199265 = 1.86%

### Precincts Reporting

73 of 73 = 100.00%

Run Time 12:29 PM

Run Date 06/08/2021

6/5/2021

Page 1

## Town of Little Elm Mayor

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
16	16	100.00%	3,713	25,331	14.66%

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Ken Eaken		53	63.10%	1,184	46.32%	475	44.43%	1,712	46.16%
Curtis J. Cornelious		31	36.90%	1,372	53.68%	594	55.57%	1,997	53.84%
Cast Votes:		84	100.00%	2,556	100.00%	1,069	100.00%	3,709	100.00%
Undervotes:		0		0		3		3	
Overvotes:		0		0		1		1	

## Town of Little Elm Council Member, District/Place 5

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
10	10	100.00%	760	5,827	13.04%

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Jamell Johnson		5	26.32%	218	48.44%	131	45.80%	354	46.89%
Jeremy Lukas		14	73.68%	232	51.56%	155	54.20%	401	53.11%
Cast Votes:		19	100.00%	450	100.00%	286	100.00%	755	100.00%
Undervotes:		1		4		0		5	
Overvotes:		0		0		0		0	

\*\*\* End of report \*\*\*

General & Special Runoff Elections

6/5/2021

Page 1

Run Time 12:30 PM  
Run Date 06/08/2021

1004 0 of 0 registered voters = 0.00%

Town of Little Elm Mayor

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Ken Eaken		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Curtis J. Cornelious		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Cast Votes:		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

Town of Little Elm Council Member, District/Place 5

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Jamell Johnson		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Jeremy Lukas		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Cast Votes:		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

Registered Voters  
3713 of 199265 = 1.86%

Precincts Reporting  
73 of 73 = 100.00%

General & Special Runoff Elections

6/5/2021

Page 2

Run Time 12:30 PM  
Run Date 06/08/2021

1006 16 of 458 registered voters = 3.49%

Town of Little Elm Mayor

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Ken Eaken		1	100.00%	3	37.50%	2	28.57%	6	37.50%
Curtis J. Cornelious		0	0.00%	5	62.50%	5	71.43%	10	62.50%
Cast Votes:		1	100.00%	8	100.00%	7	100.00%	16	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

Town of Little Elm Council Member, District/Place 5

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Jamell Johnson		1	100.00%	3	37.50%	5	71.43%	9	56.25%
Jeremy Lukas		0	0.00%	5	62.50%	2	28.57%	7	43.75%
Cast Votes:		1	100.00%	8	100.00%	7	100.00%	16	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

Town of Little Elm

Denton County

Unofficial Results

Registered Voters

3713 of 199265 = 1.86%

Precincts Reporting

73 of 73 = 100.00%

General & Special Runoff Elections

6/5/2021

Page 3

Run Time 12:30 PM

Run Date 06/08/2021

1025

28 of 527 registered voters = 5.31%

Town of Little Elm Mayor

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Ken Eaken		0	0.00%	9	42.86%	3	42.86%	12	42.86%
Curtis J. Cornelious		0	0.00%	12	57.14%	4	57.14%	16	57.14%
Cast Votes:		0	0.00%	21	100.00%	7	100.00%	28	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

Town of Little Elm Council Member, District/Place 5

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Jamell Johnson		0	0.00%	3	50.00%	5	83.33%	8	66.67%
Jeremy Lukas		0	0.00%	3	50.00%	1	16.67%	4	33.33%
Cast Votes:		0	0.00%	6	100.00%	6	100.00%	12	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	



General & Special Runoff Elections

6/5/2021

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Run Time 12:30 PM

Run Date 06/08/2021

1026 14 of 169 registered voters = 8.28%

Town of Little Elm Mayor

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Ken Eaken		0	0.00%	2	22.22%	3	60.00%	5	35.71%
Curtis J. Cornelious		0	0.00%	7	77.78%	2	40.00%	9	64.29%
Cast Votes:		0	0.00%	9	100.00%	5	100.00%	14	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

Town of Little Elm Council Member, District/Place 5

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Jamell Johnson		0	0.00%	7	77.78%	0	0.00%	7	50.00%
Jeremy Lukas		0	0.00%	2	22.22%	5	100.00%	7	50.00%
Cast Votes:		0	0.00%	9	100.00%	5	100.00%	14	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

**Town of Little Elm****Denton County****Unofficial Results****Registered Voters**

3713 of 199265 = 1.86%

**Precincts Reporting**

73 of 73 = 100.00%

Run Time 12:30 PM

Run Date 06/08/2021

**General & Special Runoff Elections**

6/5/2021

Page 5

**1027**

219 of 1,024 registered voters = 21.39%

**Town of Little Elm Mayor**

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Ken Eaken		4	100.00%	97	61.78%	22	37.93%	123	56.16%
Curtis J. Cornelious		0	0.00%	60	38.22%	36	62.07%	96	43.84%
Cast Votes:		4	100.00%	157	100.00%	58	100.00%	219	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

**Town of Little Elm Council Member, District/Place 5**

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Jamell Johnson		0	0.00%	63	40.65%	35	60.34%	98	45.16%
Jeremy Lukas		4	100.00%	92	59.35%	23	39.66%	119	54.84%
Cast Votes:		4	100.00%	155	100.00%	58	100.00%	217	100.00%
Undervotes:		0		2		0		2	
Overvotes:		0		0		0		0	

1028

0 of 0 registered voters = 0.00%

Town of Little Elm Mayor

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Ken Eaken		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Curtis J. Cornelious		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Cast Votes:		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

Town of Little Elm Council Member, District/Place 5

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Jamell Johnson		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Jeremy Lukas		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Cast Votes:		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

Registered Voters  
3713 of 199265 = 1.86%

Precincts Reporting  
73 of 73 = 100.00%

General & Special Runoff Elections

6/5/2021

Page 7

Run Time 12:30 PM  
Run Date 06/08/2021

1030 6 of 4,660 registered voters = 0.13%

Town of Little Elm Mayor

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Ken Eaken		1	100.00%	0	0.00%	1	25.00%	2	33.33%
Curtis J. Cornelious		0	0.00%	1	100.00%	3	75.00%	4	66.67%
Cast Votes:		1	100.00%	1	100.00%	4	100.00%	6	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

# Town of Little Elm

## Denton County

### Unofficial Results

#### Registered Voters

3713 of 199265 = 1.86%

#### Precincts Reporting

73 of 73 = 100.00%

### General & Special Runoff Elections

6/5/2021

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Run Time 12:30 PM

Run Date 06/08/2021

1041

257 of 1,743 registered voters = 14.74%

### Town of Little Elm Mayor

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Ken Eaken		9	90.00%	46	41.82%	77	56.62%	132	51.56%
Curtis J. Cornelious		1	10.00%	64	58.18%	59	43.38%	124	48.44%
Cast Votes:		10	100.00%	110	100.00%	136	100.00%	256	100.00%
Undervotes:		0		0		1		1	
Overvotes:		0		0		0		0	

### Town of Little Elm Council Member, District/Place 5

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Jamell Johnson		1	11.11%	64	58.18%	45	32.85%	110	42.97%
Jeremy Lukas		8	88.89%	46	41.82%	92	67.15%	146	57.03%
Cast Votes:		9	100.00%	110	100.00%	137	100.00%	256	100.00%
Undervotes:		1		0		0		1	
Overvotes:		0		0		0		0	

General & Special Runoff Elections

6/5/2021

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Run Time 12:30 PM  
Run Date 06/08/2021

1047 106 of 514 registered voters = 20.62%

Town of Little Elm Mayor

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Ken Eaken		3	75.00%	61	80.26%	15	57.69%	79	74.53%
Curtis J. Cornelious		1	25.00%	15	19.74%	11	42.31%	27	25.47%
Cast Votes:		4	100.00%	76	100.00%	26	100.00%	106	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

General & Special Runoff Elections

6/5/2021

Run Time 12:30 PM  
Run Date 06/08/2021

1054 2 of 747 registered voters = 0.27%

Town of Little Elm Mayor

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Ken Eaken		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Curtis J. Cornelious		0	0.00%	1	100.00%	1	100.00%	2	100.00%
Cast Votes:		0	0.00%	1	100.00%	1	100.00%	2	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

Town of Little Elm Council Member, District/Place 5

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Jamell Johnson		0	0.00%	1	100.00%	1	100.00%	2	100.00%
Jeremy Lukas		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Cast Votes:		0	0.00%	1	100.00%	1	100.00%	2	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

General & Special Runoff Elections

6/5/2021

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Run Time 12:30 PM  
Run Date 06/08/2021

2028 865 of 4,292 registered voters = 20.15%

Town of Little Elm Mayor

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Ken Eaken		12	50.00%	282	46.38%	115	49.36%	409	47.28%
Curtis J. Cornelious		12	50.00%	326	53.62%	118	50.64%	456	52.72%
Cast Votes:		24	100.00%	608	100.00%	233	100.00%	865	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	



General & Special Runoff Elections

6/5/2021

Page 12

Run Time 12:30 PM  
Run Date 06/08/2021

2029 243 of 2,828 registered voters = 8.59%

Town of Little Elm Mayor

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Ken Eaken		1	33.33%	69	38.55%	23	38.98%	93	38.59%
Curtis J. Cornelious		2	66.67%	110	61.45%	36	61.02%	148	61.41%
Cast Votes:		3	100.00%	179	100.00%	59	100.00%	241	100.00%
Undervotes:		0		0		2		2	
Overvotes:		0		0		0		0	

General & Special Runoff Elections

6/5/2021

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Run Time 12:30 PM  
Run Date 06/08/2021

2030 782 of 5,540 registered voters = 14.12%

Town of Little Elm Mayor

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Ken Eaken		6	50.00%	246	44.01%	79	37.44%	331	42.33%
Curtis J. Cornelious		6	50.00%	313	55.99%	132	62.56%	451	57.67%
Cast Votes:		12	100.00%	559	100.00%	211	100.00%	782	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

# Town of Little Elm

## Denton County

# Unofficial Results

## Registered Voters

3713 of 199265 = 1.86%

## Precincts Reporting

73 of 73 = 100.00%

## General & Special Runoff Elections

6/5/2021

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Run Time 12:30 PM

Run Date 06/08/2021

2031

655 of 4,020 registered voters = 16.29%

### Town of Little Elm Mayor

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Ken Eaken		12	75.00%	193	43.08%	78	41.05%	283	43.27%
Curtis J. Cornelious		4	25.00%	255	56.92%	112	58.95%	371	56.73%
Cast Votes:		16	100.00%	448	100.00%	190	100.00%	654	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		1		1	

### Town of Little Elm Council Member, District/Place 5

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Jamell Johnson		0	0.00%	3	75.00%	0	0.00%	3	75.00%
Jeremy Lukas		0	0.00%	1	25.00%	0	0.00%	1	25.00%
Cast Votes:		0	0.00%	4	100.00%	0	0.00%	4	100.00%
Undervotes:		0		1		0		1	
Overvotes:		0		0		0		0	

General & Special Runoff Elections

6/5/2021

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Run Time 12:30 PM  
Run Date 06/08/2021

2032 480 of 2,665 registered voters = 18.01%

Town of Little Elm Mayor

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Ken Eaken		4	44.44%	156	45.61%	56	43.41%	216	45.00%
Curtis J. Cornelious		5	55.56%	186	54.39%	73	56.59%	264	55.00%
Cast Votes:		9	100.00%	342	100.00%	129	100.00%	480	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

Town of Little Elm Council Member, District/Place 5

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Jamell Johnson		3	60.00%	74	47.13%	40	55.56%	117	50.00%
Jeremy Lukas		2	40.00%	83	52.87%	32	44.44%	117	50.00%
Cast Votes:		5	100.00%	157	100.00%	72	100.00%	234	100.00%
Undervotes:		0		1		0		1	
Overvotes:		0		0		0		0	

General & Special Runoff Elections

6/5/2021

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Run Time 12:30 PM  
Run Date 06/08/2021

2035 40 of 522 registered voters = 7.66%

Town of Little Elm Mayor

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Ken Eaken		0	0.00%	20	54.05%	1	33.33%	21	52.50%
Curtis J. Cornelious		0	0.00%	17	45.95%	2	66.67%	19	47.50%
Cast Votes:		0	0.00%	37	100.00%	3	100.00%	40	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

\*\*\* End of report \*\*\*

# Town of Little Elm

Run Time 12:29 PM  
Run Date 06/08/2021

## Denton County

### General & Special Runoff Elections

6/5/2021

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## Unofficial Results

**Registered Voters**  
3713 of 199265 = 1.86%  
**Precincts Reporting**  
73 of 73 = 100.00%

### Town of Little Elm Mayor

Precinct	Ken Eaken	Curtis J. Cornelious	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
1004	0	0	0	0	0	0	0	0	0	0	0.00%
1006	6	10	16	0	0	1	8	7	16	458	3.49%
1025	12	16	28	0	0	0	21	7	28	527	5.31%
1026	5	9	14	0	0	0	9	5	14	169	8.28%
1027	123	96	219	0	0	4	157	58	219	1,024	21.39%
1028	0	0	0	0	0	0	0	0	0	0	0.00%
1030	2	4	6	0	0	1	1	4	6	282	2.13%
1041	132	124	256	1	0	10	110	137	257	1,743	14.74%
1047	79	27	106	0	0	4	76	26	106	514	20.62%
1054	0	2	2	0	0	0	1	1	2	747	0.27%
2028	409	456	865	0	0	24	608	233	865	4,292	20.15%
2029	93	148	241	2	0	3	179	61	243	2,828	8.59%
2030	331	451	782	0	0	12	559	211	782	5,540	14.12%
2031	283	371	654	0	1	16	448	191	655	4,020	16.29%
2032	216	264	480	0	0	9	342	129	480	2,665	18.01%
2035	21	19	40	0	0	0	37	3	40	522	7.66%
<b>Totals</b>	<b>1,712</b>	<b>1,997</b>	<b>3,709</b>	<b>3</b>	<b>1</b>	<b>84</b>	<b>2,556</b>	<b>1,073</b>	<b>3,713</b>	<b>25,331</b>	<b>14.66%</b>

# Town of Little Elm

Run Time 12:29 PM  
Run Date 06/08/2021

## Denton County

### General & Special Runoff Elections

6/5/2021

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## Unofficial Results

**Registered Voters**  
3713 of 199265 = 1.86%  
**Precincts Reporting**  
73 of 73 = 100.00%

### Town of Little Elm Council Member, District/Place 5

Precinct	Jamell Johnson	Jeremy Lukas	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
1004	0	0	0	0	0	0	0	0	0	0	0.00%
1006	9	7	16	0	0	1	8	7	16	458	3.49%
1025	8	4	12	0	0	0	6	6	12	432	2.78%
1026	7	7	14	0	0	0	9	5	14	169	8.28%
1027	98	119	217	2	0	4	157	58	219	1,024	21.39%
1028	0	0	0	0	0	0	0	0	0	0	0.00%
1041	110	146	256	1	0	10	110	137	257	1,743	14.74%
1054	2	0	2	0	0	0	1	1	2	747	0.27%
2031	3	1	4	1	0	0	5	0	5	7	71.43%
2032	117	117	234	1	0	5	158	72	235	1,247	18.85%
<b>Totals</b>	<b>354</b>	<b>401</b>	<b>755</b>	<b>5</b>	<b>0</b>	<b>20</b>	<b>454</b>	<b>286</b>	<b>760</b>	<b>5,827</b>	<b>13.04%</b>

**Town of Little Elm**

Run Time 12:29 PM  
Run Date 06/08/2021

**Denton County**

General & Special Runoff Elections

6/5/2021

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**Unofficial Results**

**Registered Voters**

3713 of 199265 = 1.86%

**Precincts Reporting**

73 of 73 = 100.00%

\*\*\* End of report \*\*\*





**Date:** 06/15/2021  
**Agenda Item #:** 5. B.  
**Department:** Administrative Services  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Caitlan Biggs, Director of Administrative Services/Town Secretary

---

**AGENDA ITEM:**

Present and Issue the **Certificate of Election to Curtis J. Cornelious for Mayor and Jeremy Lukas for Council Member Place 5.**

**DESCRIPTION:**

As a result of the June 5, 2021, Runoff Election, Curtis J. Cornelious was elected to the position of Mayor and Jeremy Lukas was elected to the position of Council Member District 5. The Mayor will present and execute the Certificate of Election for Curtis J. Cornelious and Jeremy Lukas.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Staff recommends approval.

---

**Attachments**

Certificate of Election - Curtis Cornelious  
Certificate of Election - Jeremy Lukas



In the name and by the authority of

# **The State of Texas**

THIS IS TO CERTIFY,  
that at a special election held on

June 5, 2021

**CURTIS J. CORNELIOUS**

was duly elected

**MAYOR**

In testimony whereof, I have hereunto signed  
my name and caused the Seal of Little Elm to  
be affixed at the Town of Little Elm, Texas  
This the 15<sup>th</sup> day of June, 2021.

---

Signature of Presiding Officer of  
The Town of Little Elm, Texas



In the name and by the authority of

# **The State of Texas**

THIS IS TO CERTIFY,  
that at a runoff election held on

June 5, 2021

**JEREMY LUKAS**

was duly elected

**TOWN COUNCIL DISTRICT 5**

In testimony whereof, I have hereunto signed  
my name and caused the Seal of Little Elm to  
be affixed at the Town of Little Elm, Texas  
This the 15<sup>th</sup> day of June, 2021.

---

Signature of Presiding Officer of  
The Town of Little Elm, Texas



**Date:** 06/15/2021  
**Agenda Item #:** 5. C.  
**Department:** Administrative Services  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Caitlan Biggs, Director of Administrative Services/Town Secretary

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**AGENDA ITEM:**

Present and Administer the **Statement of Officer and Oath of Office for Curtis J. Cornelious, Mayor.**

**DESCRIPTION:**

As a result of the June 5, 2021, Runoff Election, Curtis J. Cornelious was elected to the position of Mayor and Jeremy Lukas was elected to the position of Council Member District 5. The Town Secretary will present and execute the Statement of Officer and Oath of Office to Curtis J. Cornelious. The Town Secretary will present and execute the Statement of Officer and Oath of Office to Jeremy Lukas at a later date.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

N/A

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**Attachments**

Statement of Officer - Curtis J. Cornelious

Oath of Office - Curtis J. Cornelious

The seal of the State of Texas, featuring a five-pointed star in the center, surrounded by a wreath of olive and oak branches, and the words "THE STATE OF TEXAS" in a circular border.

Submit to:  
**SECRETARY OF STATE**  
**Government Filings Section**  
**P O Box 12887**  
**Austin, TX 78711-2887**  
**512-463-6334**  
**FAX 512-463-5569**  
**Filing Fee: None**



**OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
I, Curtis J. Cornelious, do solemnly swear (or affirm), that I will faithfully  
execute the duties of the office of Mayor of  
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws  
of the United States and of this State, so help me God.

\_\_\_\_\_  
Signature of Officer

Certification of Person Authorized to Administer Oath

State of Texas

County of Denton

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Affix Notary Seal,  
only if oath  
administered by a  
notary.)

\_\_\_\_\_  
Signature of Notary Public or  
Signature of Other Person Authorized to Administer An  
Oath

Caitlan Biggs  
\_\_\_\_\_  
Printed or Typed Name