



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

**Tuesday, July 20, 2021  
6:00 PM**

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

1. **Call to Order Council Workshop at 6:00 p.m.**
  - A. Invocation.
  - B. Pledge to Flags.
  - C. Items to be Withdrawn from Consent Agenda.
  - D. Emergency Items if Posted.
  - E. Request by the Town Council for Items to be Placed on a Future Agenda for Discussion and Recognition of Excused Absences.
  - F. Presentation of Monthly Updates.
  - G. Town Council to Highlight Items on the Agenda Needing Further Discussion or Comments Prior to the Regular Session.
2. **Workshop.**
  - A. Present and Discuss an **Update on Residential Speed Limit Signs and Speed Bumps.**

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

4. **Presentations.**

A. Present a **Proclamation to Recognize June 15, 2021, as Rare Blount's Disease Awareness Day.**

B. Presentation of **Military Banner to Specialist Ryan Taylor Agan, United States Army Soldier.**

5. **Public Comments**

*Persons may address the Town Council on any issue. This is the appropriate time for citizens to address the Council on any concern whether on this agenda or not. In accordance with the State of Texas Open Meeting Act, the council may not comment or deliberate such statements during this period, except as authorized by Section 551.072, Texas Government Code.*

6. **Consent Agenda**

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

A. Consider Action to Approve the **Minutes from the July 6, 2021, Regular Town Council Meeting.**

B. Consider Action to Approve the **Minutes from the July 9, 2021, Special Town Council Workshop.**

C. Consider Action to Approve an **Interlocal Agreement between the Town of Little Elm and Denton County for Tax Collections for a Term of One (1) Year beginning October 1, 2021, through September 30, 2022, with an Automatic Renewal of an Additional One (1) Year Term at the Discretion of the County and the Town.**

D. Consider Action to Approve **Ordinance No. 1621 Amending Various Sections within Chapter 46 of the Code of Ordinances.**

7. **Public Hearings.**

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

**Public Hearing Continued:**  
**Receive Public Comments:**  
**Close Public Hearing:**  
**Take Action on Withdrawal Request:**

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

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

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

10. **Reconvene into Open Session**

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

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

11. **Adjourn.**

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

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

Respectfully,

Town Secretary

**This is to certify that the above notice was posted on the Town's website this 15th day of July 2021 before 5:00 p.m.**



**Date:** 07/20/2021  
**Agenda Item #:** 2. A.  
**Department:** Administrative Services  
**Strategic Goal:** Provide a safe and welcoming environment for Little Elm residents and visitors  
**Staff Contact:** Doug Peach, Deputy Town Manager

---

**AGENDA ITEM:**

Present and Discuss an **Update on Residential Speed Limit Signs and Speed Bumps.**

**DESCRIPTION:**

Deputy Town Manager Doug Peach and Police Chief Rodney Harrison will give an update to the Town Council regarding residential speed limit signs and speed bumps.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Information only, no action required.

---



**Date:** 07/20/2021  
**Agenda Item #:** 4. A.  
**Department:** Administrative Services  
**Strategic Goal:** Ensure strong relationship within the community and region  
**Staff Contact:** Caitlan Biggs, Director of Administrative Services/Town Secretary

---

**AGENDA ITEM:**

Present a **Proclamation to Recognize June 15, 2021, as Rare Blount's Disease Awareness Day.**

**DESCRIPTION:**

This proclamation provides an opportunity to increase awareness about Blount's Disease.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Staff recommends approval.

---

**Attachments**

Proclamation - Rare Blount's Disease



## ***Proclamation***

**Whereas**, there are nearly 7,000 diseases and conditions considered rare (each affecting fewer than 200,000 Americans) in the United States, according to the National Institutes of Health; and

**Whereas**, Blount's Disease is considered a Rare Disease affecting less than one percent of the population in the United States with no supporting organization and not enough research; and

**Whereas**, Blount's Disease is a developmental disorder characterized by abnormality growth plate in the upper part of the tibia that causes pain and can lead to deformity and arthritis issues in the future; and

**Whereas**, individuals affected by Blount's Disease often experience problems such as difficulty finding a medical expert and lack of access to research and treatment

*Now, therefore, I, Curtis J. Cornelious, Mayor of the Town of Little Elm do hereby proclaim June 15, 2021 as*

### **“Rare Blount's Disease Awareness Day”**

*in The Town of Little Elm and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.*

Given under my hand and Seal of the Town of Little Elm, Texas, this 6th day of July, 2021.

---

Curtis J. Cornelious, Mayor of Little Elm



**Date:** 07/20/2021  
**Agenda Item #:** 4. B.  
**Department:** Administrative Services  
**Strategic Goal:** Ensure strong relationship within the community and region  
**Staff Contact:** Jason Shroyer, Director of Public Works

---

**AGENDA ITEM:**

Presentation of **Military Banner to Specialist Ryan Taylor Agan, United States Army Soldier.**

**DESCRIPTION:**

On July 3, 2017, Ryan Taylor Agan reported to Fort Sill, OK, for Basic Combat Training followed by Advanced Individual Training in 13 Bravo, Cannon Crewmember. After graduation from both, he reported to Fort Polk, LA, where has been stationed since November 2017. He did serve one tour of duty for 5 months on the Texas Border to assist the Border Patrol.

It is with great honor to announce that Specialist Ryan Taylor Agan, United States Army Soldier, completed his 3-year commitment on November 5, 2020, and will be serving in the Reserves for the next 5 years while attending college.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

N/A

---





**Date:** 07/20/2021  
**Agenda Item #:** 6. A.  
**Department:** Administrative Services  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Caitlan Biggs, Director of Administrative Services/Town Secretary

---

**AGENDA ITEM:**

Consider Action to Approve the **Minutes from the July 6, 2021, Regular Town Council Meeting.**

**DESCRIPTION:**

The minutes from the regular Town Council meeting on July 6, 2021, are attached for approval.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Staff recommends approval.

---

**Attachments**

Minutes - July 6, 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 JULY 6, 2021 - 6:00 p.m.

Present: Mayor Curtis J. Cornelious; Mayor Pro Tem Neil Blais; Council Member Tony Singh; Council Member Jeremy Lukas; 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; Deidre Hale, Human Resources Director; Doug Peach, Deputy Town Manager; Fred Gibbs, Director of Development Services; Jason Shroyer, Director of Public Works; Jennette Espinosa, EDC Executive Director; Kelly Wilson, Chief Financial Officer; Paul Rust, Fire Chief; Robert Brown, Town Attorney

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

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

#### A. Invocation.

*Pastor Melissa Hatch gave the invocation.*

#### B. Pledge to Flags.

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

*None.*

#### D. Emergency Items if Posted.

*None.*

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

*None.*

- F. Presentation of Monthly Updates.

***Mayor Cornelious recognized three LEAYSA baseball teams for making state - 10U Rough Riders, 6U White Sox, and 14U Prospects.***

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

***None.***

2. **Presentations.**

- A. Present and Administer the **Oath of Office for Jeremy Lukas, Council Member Place 5.**

***Town Secretary Caitlan Biggs administered the oath to Council Member Jeremy Lukas.***

- B. Present a **Proclamation to Recognize June 15, 2021, as Rare Blount's Disease Awareness Day.**

***This item has been postponed to the July 20, 2021 meeting.***

- C. Present a **Certificate of Recognition to Tamia Thompson.**

***Mayor Cornelious presented a Certificate of Recognition to Tamia Thompson.***

- D. Present the **2020 Planning Excellence Award.**

***Town Manager Matt Mueller introduced Development Services Director Fred Gibbs who recognized the Planning department for receiving the Planning Excellence Award from the American Planning Association.***

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

4. **Public Comments**

*Persons may address the Town Council on any issue. This is the appropriate time for citizens to address the Council on any concern whether on this agenda or not. In accordance with the State of Texas Open Meeting Act, the council may not comment or deliberate such statements during this period, except as authorized by Section 551.072, Texas Government Code.*

***None.***

5. **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 Council Member Tony Singh Motion to Approve

**Vote:** 6 - 0 - Unanimously

A. Consider Action to Approve the **Minutes from the June 15, 2021, Regular Town Council Meeting.**

Motion by Council Member Michael McClellan, seconded by Council Member Tony Singh Motion to Approve

**Vote:** 6 - 0 - Unanimously

B. Consider Action to Approve **Ordinance No. 1619 Ordering a Special Election to be held on November 2, 2021, for the Purpose of Electing a Council Member for Place 1 to Fill an Unexpired Term Ending on May 7, 2022.**

Motion by Council Member Michael McClellan, seconded by Council Member Tony Singh Motion to Approve

**Vote:** 6 - 0 - Unanimously

C. Consider Action to Approve **Two Quit Claim Deeds for Approximately 3,747 square feet and 3,881 square feet out of the Existing Pecan Lane Right-of-Way within the Southside Acres Addition, David M. Cule Survey, A-226 Town of Little Elm, Denton County Texas.**

Motion by Council Member Michael McClellan, seconded by Council Member Tony Singh Motion to Approve

**Vote:** 6 - 0 - Unanimously

D. Consider Action to Approve **Ordinance No. 1615 providing for amending Chapter 102, Article III, Entitled "Water Utilities Department"; providing for repeal of Ordinances in conflict; providing for a severability; and providing for an effective date.**

Motion by Council Member Michael McClellan, seconded by Council Member Tony Singh Motion to Approve

**Vote:** 6 - 0 - Unanimously

E. Consider Action to Award **Bid 2021-19 for the King Road Utility Project to Canary Construction, Inc., in an Amount Not to Exceed \$668,119.00.**

Motion by Council Member Michael McClellan, seconded by Council Member Tony Singh Motion to Approve

**Vote:** 6 - 0 - Unanimously

- F. Consider Action to Approve **Ordinance No. 1620 Electing for the Town to Make Current Service and Prior Service Contributions to the Town's Account in the Benefit Accumulation Fund of the Texas Municipal Retirement System at the Actuarially Determined Rate of Total Employee Compensation.**

Motion by Council Member Michael McClellan, seconded by Council Member Tony Singh Motion to Approve

**Vote:** 6 - 0 - Unanimously

**6. Reports and Requests for Town Council Consideration.**

- A. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1616 on a Request to Amend the Valencia on the Lake Planned Development (Planned Development Ordinance No. 1233) on Approximately 447.942 Acres of Land, Generally Located on the West Side of FM 423, Along Doe Creek Road, between Doe Branch and Panther Creek Waterways, within Little Elm's Town Limits.**

**Open Public Hearing:**

**Receive Public Comments:**

**Close Public Hearing:**

**Take Action on Ordinance No. 1616:**

Motion by Council Member Michael McClellan, seconded by Council Member Tony Singh Motion to Approve

**Vote:** 6 - 0 - Unanimously

Development Services Director Fred Gibbs stated that the developer's agreement associated with this request has already been approved by council. He gave an overview of the request in the attached presentation. Town Manager Matt Mueller gave additional background for the request stating that when the developer approached the town for this request, staff incorporated feedback from the Valencia residents on when they can expect the parks to be built and what they consist of.

Open Public Hearing: 6:58 p.m.

Receive Public Comments:

- Participant in the audience asked if more could be added. Town Manager Matt Mueller stated that since the developer's agreement has been approved, no additional items can be added to this request.

Close Public Hearing: 7:00 p.m.

- B. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1617 on a Request to Amend Existing Planned Development-Light Industrial District (PD-LI), through Ordinance No. 890, as Amended by Ordinance No. 1563, in Order to Allow the Expansion of Existing Retractable Technologies, Inc. (RTI) Building 1, on Approximately 33.0237 Acres of Land, Generally Located on the West Side of Lobo Lane, Approximately 175 feet South of Debbie Street, within Little Elm's Town Limits.**

**Open Public Hearing:**

**Receive Public Comments:**

**Close Public Hearing:**  
**Take Action on Ordinance No. 1617:**

Motion by Mayor Pro Tem Neil Blais, seconded by Council Member Tony Singh Motion to Approve

**Vote:** 6 - 0 - Unanimously

Development Services Director Fred Gibbs gave an overview of the request in the attached presentation. He stated that RTI received additional funding and is requesting to expand an existing building to accommodate additional employees.

Open Public Hearing: 7:06 p.m.

Receive Public Comments:

- Applicant stated the town staff has been helpful with this request, especially with their volume of shipments and requirements with the US government.

Close Public Hearing: 7:08 p.m.

C. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Retractable Technologies, Inc.**

Motion by Council Member Tony Singh, seconded by Mayor Pro Tem Neil Blais Motion to Approve

**Vote:** 6 - 0 - Unanimously

D. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1618 on a Town-Initiated Request to Rezone Approximately 5.303 Acres of Land from Lakefront (LF) to Planned Development-Lakefront District (PD-LF) to Allow for the Use of an Existing Religious Facility with Modified Development Standards and Four Future Residential Lots, Generally Located on the Northwest Corner of West Eldorado Parkway and Lakefront Drive, within Little Elm's Town Limits.**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

**Take Action on Ordinance No. 1618:**

Motion by Mayor Pro Tem Neil Blais, seconded by Council Member Lisa Norman Motion to Approve

***Council Member Michael McClellan abstained.***

**Vote:** 5 - 0 - Unanimously

Development Services Director Fred Gibbs gave an overview of the request in the attached presentation. He stated that this item had previously been denied by Council but also gave staff and the applicant direction for this request to be reconsidered.

Applicant added additional background to this request in the attached presentation. He stated that a lot of organizations, such as the scouts, are outreach ministries to the community. Since they've sold some parcels, they no longer have the capacity to store their materials and supplies.

This request would allow for red metal walls in lieu of red brick and a fence.

Open Public Hearing: 6:34 p.m.

Receive Public Comments:

- Mike Whitesell, 701 Lake Park Drive, stated that Button has a huge impact on the community through the outreach ministries. He stated that they need a good safe place to keep their materials and have put in effort to raise the funds for this storage facility. He stated that 13 of the last 15 eagle projects were for the Town of Little Elm, Little Elm ISD, or for Button. He stated that they listened to the feedback received from Council last time and have incorporated it into this request. He stated that their gear is currently in a trailer and is not secure. He stated the building meets the Texas State Code that governs this structure.

- Justin Lawson, 2013 Sundown Drive, stated that he is the current Scout Master of the boys group that covers ages 5-21. He stated that when the scouts go to summer camp, some of the supplies is offloaded to account for camp supplies. He stated that most of it is stored at the homes of the volunteers. He stated that the scouts have served 970 hours over the past several years in the community. He stated that it would also give them an awning to work underneath for eagle projects and gives the scouts an additional meeting location.

- Mayor Pro Tem Neil Blais stated that he met with the applicant since the last request went before council. He stated that he believes this request is a good compromise and council should approve it.

- Council Member Tony Singh agreed and thanked the scouts for what they do for the community.

Close Public Hearing: 6:46 p.m.

- E. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Button United Memorial Methodist Church.**

Motion by Mayor Pro Tem Neil Blais, seconded by Council Member Tony Singh Motion to Approve

***Council Member Michael McClellan abstained.***

**Vote:** 5 - 0 - Unanimously

- F. Hold a Public Hearing, Present, Discuss, and Consider Action on a **Request for a Specific Use Permit (SUP) to Allow for the Use of a Child Care Facility, Generally Located on the South Side of Eldorado Parkway, Approximately 589 Feet West of Hart Road, Within Little Elm's Town Limits.**

**Open Public Hearing:**

**Receive Public Comments:**

**Close Public Hearing:**

**Take Action to Accept Withdrawal:**

***Developer requested to be withdrawn. No action.***

- G. Hold a Public Hearing, Present, Discuss, and Consider Action on a **Request for a Specific Use Permit (SUP) to Allow for a Liquor Store, on Property Addressed as 1020 West Eldorado Parkway, Suite 101, Generally Located at the Southeast Corner of Eldorado Parkway and Lewis Drive, within Little Elm's Town Limits.**

**Open Public Hearing:**

**Receive Public Comments:**  
**Close Public Hearing:**  
**Take Action to Accept Withdrawal:**

***Developer requested to be withdrawn. No action.***

**7. 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.

***Convened at 7:10 p.m.***

**8. 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.

***Reconvened at 8:22 p.m. No action taken.***

**9. Adjourn.**

***Adjourned at 8:22 p.m.***

Respectfully,



**Caitlan Biggs**  
Town Secretary

Passed and Approved this 20th day of July 2021.



**Date:** 07/20/2021  
**Agenda Item #:** 6. B.  
**Department:** Administrative Services  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Caitlan Biggs, Director of Administrative Services/Town Secretary

---

**AGENDA ITEM:**

Consider Action to Approve the **Minutes from the July 9, 2021, Special Town Council Workshop.**

**DESCRIPTION:**

The minutes from the special Town Council workshop on July 9, 2021, are attached for approval.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Staff recommends approval.

---

**Attachments**

Minutes - July 9, 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 JULY 9, 2021 - 6:00 p.m.

Present: Mayor Curtis J. Cornelious; Mayor Pro Tem Neil Blais; Council Member Tony Singh; Council Member Jeremy Lukas; Council Member Lisa Norman; Council Member Michael McClellan

Staff Present: Matt Mueller, Town Manager; Doug Peach, Deputy Town Manager; Fred Gibbs, Director of Development Services; Jennette Espinosa, EDC Executive Director; Kelly Wilson, Chief Financial Officer; Wesley Brandon, Assistant Director of Development Services/Town Engineer; Shane Urrutia, City Management Intern

### 1. Notice Regarding Public Participation and Town Council/Town Staff Attendance.

Due to the COVID-19 (coronavirus) public health emergency, and in an effort to reduce in-person meetings that assemble large groups of people, Governor Greg Abbott has granted a temporary suspension of certain rules to allow for (1) town council members and town employees to participate in a town council meeting via videoconference call or other remote electronic means without a physical quorum of council members being present at the site of the meeting; and (2) the use of videoconferencing and other remote means to allow the public to observe the meeting and, when required, to participate in the public meeting.

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

*Workshop was called to order at 1:00 p.m.*

### 3. Present and Discuss Capital Project Priorities for the Town of Little Elm.

*EDC Executive Director Jennette Espinosa and Development Services Director Fred Gibbs gave an overview of businesses that are coming to Little Elm. The presentation is attached.*

*Town Manager Matt Mueller gave an overview of recently completed, current, and anticipated capital projects. He then discussed potential capital projects and funding sources. Town Council discussed each potential project and gave direction to move forward with the Youth Softball/Lakeside Middle School Improvements to include 3 fields and a concession stand, and the Youth Baseball/Cottonwood Ballpark Improvements to include renovation of existing fields plus adding turf. Additionally, they gave direction to move forward with the Little Elm Park Camping Improvements and the demolition of the Middleton property.*

### 4. Adjourn.

***Workshop adjourned at 4:45 p.m.***

Respectfully,

**Caitlan Biggs**  
Town Secretary

Passed and Approved this 20th day of July 2021



**Date:** 07/20/2021  
**Agenda Item #:** 6. C.  
**Department:** Finance  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Kelly Wilson, Chief Financial Officer

---

**AGENDA ITEM:**

Consider Action to Approve an **Interlocal Agreement between the Town of Little Elm and Denton County for Tax Collections for a Term of One (1) Year beginning October 1, 2021, through September 30, 2022, with an Automatic Renewal of an Additional One (1) Year Term at the Discretion of the County and the Town.**

**DESCRIPTION:**

In 2015, the Town signed its first multi-year Interlocal Agreement with the County for tax billing and collections. Due to several legislative changes, the County is updating the Interlocal Collection Agreement accordingly. This agreement will supersede the agreement signed in 2015.

Denton County provides tax collection services in a very professional and efficient manner. The Town has not had any issues in regard to collections, reporting, and receipts of Town funds. The Town's tax collection rate on its current levy is 98.37% as of June 30th. The Tax Office's tax service is at a price per parcel of \$1.00. Statements are mailed in October each year and late notices are mailed after February each year.

The agreement will renew automatically unless terminated by either party.

**BUDGET IMPACT:**

Finance budgets this every year in the General Fund's Finance Department's operating budget.

**RECOMMENDED ACTION:**

Staff recommends approval.

---

**Attachments**

Interlocal Cooperative Agreement for Property Tax Assessment and Collection between Denton County, Texas and Town of Little Elm, Texas.





THE STATE OF TEXAS   §

COUNTY OF DENTON   §

**INTERLOCAL COOPERATION AGREEMENT FOR PROPERTY TAX**

**ASSESSMENT AND COLLECTION BETWEEN**

**DENTON COUNTY, TEXAS AND CITY/TOWN OF**  
\_\_\_\_\_, TEXAS

**INTERLOCAL COOPERATION AGREEMENT –TAX COLLECTION**

**THIS AGREEMENT** is made and entered into by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and \_\_\_\_\_, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**MUNICIPALITY**."

**WHEREAS, COUNTY** and **MUNICIPALITY** mutually desire to be subject to the provisions of Texas Government Code, Chapter 791 (the Interlocal Cooperation Act), and Section 6.24 of the Texas Tax Code; and;

**WHEREAS, MUNICIPALITY** has the authority to contract with the **COUNTY** for the **COUNTY** to act as tax assessor and collector for **MUNICIPALITY** and **COUNTY** has the authority to so act.

**NOW THEREFORE, COUNTY** and **MUNICIPALITY**, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

Throughout this Agreement, the term "Property Tax Code" means Title 1 of the Texas Tax Code. Throughout this Agreement, the term "tax year" means the calendar year in which the applicable tax lien attaches to the taxable property. The term "collection year" refers to the period commencing on October 1<sup>st</sup> of the applicable tax year and continuing through the end of the applicable term (September 30<sup>th</sup> of the following year), in which collection and billing services are to be performed under this Agreement.

## I.

The effective date of this Agreement shall be October 1, 2021. The initial term of this Agreement shall be for a period of one year beginning on the effective date and ending on, September 30, 2022. The initial term of the Agreement is for tax year 2021 property tax rate calculation, billing and collection services. Following the initial term, this Agreement shall automatically renew for subsequent one-year terms, unless written notice of termination is provided by **COUNTY** or **MUNICIPALITY** no later than one hundred-eighty (180) days prior to the expiration date of the then-current term of the Agreement. If said notice is provided, this Agreement shall terminate at the end of the then-current term. Each renewal term shall be for property tax rate calculation, billing and collection services for the applicable tax year (the first renewal term will be for tax year 2022, the second renewal terms for tax year 2023, etc.).

## II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **MUNICIPALITY** to



the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified tax assessor/collector, shall serve as tax assessor/collector for **MUNICIPALITY** for ad valorem tax collection for the tax year. **COUNTY** agrees to perform all necessary ad valorem assessing and collecting duties for **MUNICIPALITY** and **MUNICIPALITY** does hereby expressly authorize **COUNTY** to do and perform all acts necessary and proper to assess and collect taxes for **MUNICIPALITY**. **COUNTY** agrees to collect base taxes, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all current and delinquent tax statements required by statute, supplemental changes for applicable property accounts, as well as prepare and mail any other mailing as deemed necessary and appropriate by **COUNTY**; provide daily, monthly and annual collection reports to **MUNICIPALITY**; prepare tax certificates; develop and maintain both current and delinquent tax rolls, disburse tax monies to **MUNICIPALITY** daily (business day) based on prior day tax postings, approve and refund overpayment or erroneous payment of taxes for **MUNICIPALITY** pursuant to Property Tax Code Chapter 31 from available current tax collections of **MUNICIPALITY**; and to meet the requirements of Section 26.04 and Chapter 42, Subchapter C and develop and maintain such other records and forms as are necessary or required by State law, rules, or regulations. If daily disbursal is to be delayed, **COUNTY** will notify **MUNICIPALITY** in the secured web entity folder the reason for the delay.

3. **COUNTY** further agrees that it will make for **MUNICIPALITY** the property tax rate calculations required by Property Code Section 26.04 (currently identified in the Section by the terms "no new revenue tax rate" and "voter-approval tax rate"), and will do so in accordance with all requirements therein. All such rate calculations will be performed using only the Texas State Comptroller's "Truth In Taxation" formulas, and at no additional cost to **MUNICIPALITY**. The information concerning the rate calculations described in this Article II.3 and publications will be provided to **MUNICIPALITY** in the form prescribed by the Comptroller of Public Accounts of the State of Texas, and as required by Property Tax Code Chapter 26. **MUNICIPALITY** shall be responsible for all publications as required by Chapter 26. In the event **MUNICIPALITY** requires early calculation based on certified estimate values, **COUNTY** will perform the tax rate calculations described in this Article II.3. and provide the required publications to **MUNICIPALITY** in the same manner as performing the tax rate calculations pursuant to the annual appraisal district reports required to be Certified on July 25 of each tax year.

4. **COUNTY** agrees, upon request, to offer guidance and the necessary forms for posting notices as required by Chapter 26 of the Property Tax Code if **MUNICIPALITY** requests such no less than 7 days in advance of the intended publication date. **MUNICIPALITY** must approve all calculations and notices, in the format required by **COUNTY** and Property Tax Code Chapter 26. The accuracy and timeliness of all required notices are the responsibility of **MUNICIPALITY**. **COUNTY** will update tax transparency databases, as required in Property Tax Code Sections 26.17(b),(5A,B),(7),(12),(13) and 26.17(e)(2) with applicable Truth In Taxation

worksheets and Notices. **MUNICIPALITY** is responsible for any other required information posted on a tax transparency database. This Agreement is subject to and the parties herein shall comply with all applicable provisions of the Property Tax Code and all other applicable Texas statutes. **COUNTY** will submit to **MUNICIPALITY** approval forms of the tax rate calculation and required notices. **MUNICIPALITY** must return executed approval forms to tax assessor/collector as required by law and this agreement.

5. Should **MUNICIPALITY** vote to increase its tax rate above the statutory voter approval limit (also known as the "rollback" or the "voter approval" rate), the required publication of notices shall be the responsibility of the **MUNICIPALITY**. Should **MUNICIPALITY** roll back the tax rate as a result of Tax Rate Election, the required publication of notices shall be the responsibility of **MUNICIPALITY**.

6. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the County Tax Office to **MUNICIPALITY**, and to promptly furnish written reports to keep **MUNICIPALITY** informed of all financial information affecting it.

7. **MUNICIPALITY** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the assessment and collection of taxes, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

8. **COUNTY** agrees to allow an audit of the tax records of **MUNICIPALITY** in **COUNTY'S** possession during normal working hours with at least 72 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **MUNICIPALITY**. A copy of any and all such audits shall be furnished to **COUNTY**.

9. If required by **MUNICIPALITY**, **COUNTY** agrees to obtain a surety bond for the County Tax Assessor/Collector. Such bond will be conditioned upon the faithful performance of the tax assessor/collector's lawful duties, will be made payable to **MUNICIPALITY** and in an amount determined by the governing body of **MUNICIPALITY**. The premium for any such bond shall be borne solely by **MUNICIPALITY**.

10. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent tax penalties will apply to all assessed taxes that are not paid by January 31<sup>st</sup> of the collection year.

11. **COUNTY** agrees that it will post to a secure website collection reports for **MUNICIPALITY** listing current taxes, delinquent taxes, penalties and interest on a daily basis through September 30<sup>th</sup> of the collection year. **COUNTY** will provide monthly Maintenance and Operation (hereinafter referred to as "MO"), and Interest and Sinking (hereinafter referred to as "IS") collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

12. **MUNICIPALITY** retains its right to select its own delinquent tax collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **MUNICIPALITY** in the collection of delinquent taxes and related activities.

13. **MUNICIPALITY** will provide **COUNTY** with notice of any change in collection attorney at least 7 days before the effective date of the new collection attorney contract.

### III.

**COUNTY** hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **MUNICIPALITY**. The County Tax Assessor/Collector, and/or his/her designated substitute, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **MUNICIPALITY**.

### IV.

**COUNTY** accepts responsibility for the acts, negligence, and/or omissions related to property tax service of all **COUNTY** employees and agents, sub-contractors and/or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

### V.

**MUNICIPALITY** accepts responsibility for the acts, negligence, and/or omissions of all **MUNICIPALITY** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **MUNICIPALITY** to the extent allowed by law.

## VI.

**MUNICIPALITY** understands and agrees that **MUNICIPALITY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **MUNICIPALITY**.

## VII.

For the services rendered during the tax year, **MUNICIPALITY** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of tax statements as follows:

1. The current tax statements will be mailed by October 10<sup>th</sup> of the tax year or as soon thereafter as practical. The **MUNICIPALITY** must adopt its tax year tax rate on or before September 30<sup>th</sup> of the applicable tax year, if that rate does not exceed the voter-approval tax rate. **MUNICIPALITY** must adopt a tax rate that exceeds the voter-approval tax rate not later than the deadline set forth in Property Tax Code Section 26.05(a) and Election Code 3.005 and 41.001. In order to expedite mailing of tax statements, **MUNICIPALITY** shall adopt and then deliver its adopted tax rate to **COUNTY** no later than the applicable adoption deadline described herein. Failure by **MUNICIPALITY** to adopt and then deliver the adopted tax rate to **COUNTY** by said applicable adoption deadline may result in delay of processing and mailing **MUNICIPALITY** tax statements. **MUNICIPALITY** agrees to assume the costs for additional delayed tax statements, processing and mailing as determined by **COUNTY**. An additional notice will be sent

during the month of March following the initial mailing provided that **MUNICIPALITY** has requested such a notice on or before February 28<sup>th</sup> of the collection year. During the initial term of this Agreement, the fee for this service will be **\$1.00** per statement. During the first and second renewal terms of this Agreement, the fee for this service will be the per statement rate approved by Commissioners Court for the applicable tax year, provided notice of that rate is provided to **MUNICIPALITY** as described in Section 8 of this Article VII. In the event **COUNTY** does not provide **MUNICIPALITY** with said notice, the rate charged during the preceding term will apply.

2. At least 30 days, but no more than 60 days prior to April 1<sup>st</sup> of the collection year and following the initial mailing, a delinquent tax statement meeting the requirements of Section 33.11 of the Property Tax Code will be mailed to the owner of each parcel having delinquent taxes.

3. At least 30 days, but no more than 60 days prior to July 1<sup>st</sup> of the collection year and following the initial mailing, a delinquent tax statement meeting the requirements of Section 33.07 of the Property Tax Code will be mailed to the owner of each parcel having delinquent taxes.

4. For accounts that become delinquent on or after June 1<sup>st</sup> of the collection year, **COUNTY** shall mail a delinquent tax statement meeting the requirements of Section 33.08 of the Property Tax Code to the owner of each parcel having delinquent taxes.

5. For accounts that become delinquent on February 1<sup>st</sup> of the tax year, **COUNTY**, in its sole discretion, may mail a reminder notice to the owner of each parcel having delinquent taxes not including February 33.11 notices.

6. In event of a tax rate change resulting from a rollback or tax approval election that takes place after tax bills for **MUNICIPALITY** have been mailed, **MUNICIPALITY** agrees to pay **COUNTY** a programming charge of \$5,000.00. **COUNTY**, pursuant to Property Tax Code Section 26.07(f) or 26.075(j) will mail corrected statements to the owner of each property. The fee for this service will be the same per statement rate described in Section 1 of this Article VII. When a refund is required per Property Tax Code Section 26.07(g) or 26.075(k) **COUNTY** will charge a \$.25 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of a successful rollback election, will be the responsibility of the **COUNTY**. **MUNICIPALITY** will be billed for the refunds, postage and processing fees.

7. **MUNICIPALITY** understands and agrees that **COUNTY** will, no later than January 31<sup>st</sup> of the tax year, deduct from current collections of **MUNICIPALITY** the "Total Cost" of providing all services described in Sections 1-5 above. This "Total Cost" includes any such services that have not yet been performed at the time of deduction. During the initial term of this Agreement, the "Total Cost" of providing all services described in Sections 1-5 above shall be the total of: **\$1.00** (the "per parcel rate") x the total number of parcels listed on **MUNICIPALITY's** preceding tax year Tax Roll on September 30<sup>th</sup> of the tax year. During the first and second renewal terms of this agreement, the "per parcel rate" will be the per parcel rate approved by Commissioners Court for the applicable tax year, provided notice of that rate is provided to **MUNICIPALITY** as described in Sections 1 and 8 of this Article VII. In the event **COUNTY** does not provide **MUNICIPALITY** with said notice, the per parcel rate charged during the preceding term will apply.



In the event that a rollback or tax rate approval election as described in Section 6 of this Article VII takes place, **COUNTY** shall bill **MUNICIPALITY** for the applicable programming charge, check processing fees, refunds paid, and refund postage costs. **MUNICIPALITY** shall pay **COUNTY** all billed amounts within 30 days of its receipt of said bill. In the event costs for additional delayed tax statements, processing and mailing are incurred as described in Section 1 of this Article VII, **COUNTY** shall bill **MUNICIPALITY** for such amounts. **MUNICIPALITY** shall pay **COUNTY** all such billed amounts within 30 days of its receipt of said bill.

8. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the County in performing tax collection services. The collection rate for each tax year is approved by County Commissioners' Court, and all entities are assessed the same per parcel collection rate. Following approval of the collection rate for each tax year, **COUNTY** will, at least sixty (60) days prior to the expiration date of the then-current term of this Agreement, provide **MUNICIPALITY** with written notice of that rate.

#### VIII.

**COUNTY** agrees to remit all taxes, penalties, and interest collected on **MUNICIPALITY's** behalf and to deposit such funds into the **MUNICIPALITY's** depositories, as designated:

1. For deposits of tax, penalties, and interest, payment shall be by wire transfer or ACH to **MUNICIPALITY's** depository accounts only, and segregated into the appropriate MO and IS accounts, as applicable, specified on the Direct Deposit Authorization executed between the **MUNICIPALITY** and **COUNTY**. Only in the event

of failure of electronic transfer protocol will a check for deposits of tax, penalty and interest be sent by mail to **MUNICIPALITY**.

2. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30<sup>th</sup> of the collection year. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

3. In event that **COUNTY** experiences shortage in collections as a result of an outstanding tax debt of **MUNICIPALITY**, the **MUNICIPALITY** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage. Failure to remit payment of shortage restricts release of collected taxes until such time as payment is remitted

## IX.

In the event of termination, the terminating party shall be obligated to make such payments as are required by this Agreement through the balance of the tax year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement during such period.

## X.

This Agreement represents the entire agreement between **MUNICIPALITY** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the

governing bodies of both **MUNICIPALITY** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XI.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

**COUNTY:**

County Judge of Denton County  
110 West Hickory  
Denton, Texas 76201  
Telephone: 940-349-2820

**MUNICIPALITY:**

|  |
|--|
|  |
|  |
|  |

XII.

**MUNICIPALITY** hereby designates \_\_\_\_\_ to act on behalf of **MUNICIPALITY**, and to serve as Liaison for **MUNICIPALITY** to ensure the performance of all duties and obligations of **MUNICIPALITY** as stated in this Agreement. **MUNICIPALITY**'s designee shall devote sufficient time and attention to the execution of said duties on behalf of **MUNICIPALITY** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **MUNICIPALITY** employees, agents, contractors, subcontractors, and/or laborers, if any,

in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **MUNICIPALITY** and **COUNTY**.

XIII.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

XIV.

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

Executed in triplicate originals this, \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_.

**COUNTY**

Denton County Texas  
110 West Hickory  
Denton, Texas 76201

**MUNICIPALITY**

City/Town:  
Street address:  
City, state, zip:  
Email:  
Phone:

BY: \_\_\_\_\_  
Honorable Andy Eads  
County Judge

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

ATTEST:

BY: \_\_\_\_\_  
Juli Luke  
Denton County Clerk

BY: \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

APPROVED FORM AND CONTENT:

APPROVED AS TO FORM:

\_\_\_\_\_  
Michelle French  
  
Tax Assessor/Collector

\_\_\_\_\_  
Attorney Denton County



**Date:** 07/20/2021  
**Agenda Item #:** 6. D.  
**Department:** Development Services  
**Strategic Goal:** Promote and expand Little Elm's identity  
**Staff Contact:** Fred Gibbs, Director of Development Services

---

**AGENDA ITEM:**

Consider Action to Approve **Ordinance No. 1621 Amending Various Sections within Chapter 46 of the Code of Ordinances.**

**DESCRIPTION:**

The purpose of this proposed ordinance amendment is to clarify and centralize existing tree maintenance language that is currently spread throughout the Town's Code of Ordinances. It will allow staff to better communicate to property owners the minimum required clearances over and along sidewalks, streets, fire hydrants, street signs, and street lights, in regards to vegetative growth.

Most clearances are already in the Town's code of ordinances, but they're scattered throughout the zoning ordinance, fire code, and environmental nuisance sections. Additionally, some of the language is outdated and ambiguous.

The minimum clearances listed below have been established and suggested by the following organizations: the International Fire Code; Texas Department of Transportation (TXDOT); The National Arbor Day Foundation; and the International Society of Arboriculture.

Some of the factors/reasons for maintaining vegetative clearances are:

- Ensures fire trucks, ambulances, school buses, and garbage trucks are able to navigate streets and operate safely
- Vegetative obstructions can delay emergency response time—street sign, hydrant, and address obstructions
- Untrimmed trees can damage large vehicles
- Ensures sidewalks are free and clear for pedestrians

Text amendments to the various sections of Chapter 46 are as follows:

Chapter 46 - ENVIRONMENT

## ARTICLE V. - ~~PUBLIC TREES~~ TREES AND OTHER VEGETATIVE GROWTH

### Sec. 46-141. - Tree care.

There is hereby created and established a tree care program to provide full power and authority over the care of all trees, plants, and shrubs located within **and adjacent to** public rights-of-way, parks, and public places; and to aid in the proper growth of a landscape program to enhance the beauty of the town.

### Sec. 46-142. - Maintenance responsibility.

~~(b) Every owner of any tree or shrub overhanging any street or right-of-way within the town shall, in accordance to industry pruning guidelines, prune the branches so that such branches shall not severely obstruct the light from any street lamp or obstruct the view of any street intersection; will not obstruct the passage of pedestrians on sidewalks; will not obstruct vision of traffic signs; and will not obstruct the view of any street or alley intersection. If the property owner fails to do so, the development services director and/or his designee shall give ten days' notice to the property owners to take action, otherwise the development services director shall have the right to remove or prune any tree or shrub on private property which threatens the safety of those who may use a town street or town street or town park. A fee shall be assessed for this service on an hourly basis. Fees will be based on the current hourly wages of town maintenance workers.~~

It shall be the duty of an owner of property within the town to keep the area from the property line of the owner's property to the curb line adjacent to it or if there is no curb line, then to the centerline of any adjacent unpaved street or the edge of the pavement of such street free of vegetative growth obstructions. The owner shall maintain trees, shrubs, or any vegetative growth within, next to, along or overhanging any public right-of-way, sidewalk, driveway, fire lane, parking lot, or access easement to:

- (1) Ensure a minimum vertical clearance of fourteen (14) feet over any street, driveway, parking lot, fire lane, or access easement, starting at the curb line. If there is no curb line, then at the beginning of the pavement.
- (2) Ensure a minimum vertical clearance of eight (8) feet over the entire width of any sidewalk.
- (3) Ensure a minimum clearance of three (3) feet on all sides of any street lamp, traffic sign, or fire hydrant.

(c) If property within the town is in violation of this article, the town's Community Integrity Department shall give notice and, if necessary, abate the violation in accordance with section 46-25. Any unabated violations, and expenses incurred by the town, shall be enforced in accordance with Sections 46-27 – 46-29.

### **BUDGET IMPACT:**

There is no budget impact for this item.

### **RECOMMENDED ACTION:**

Staff recommends approval.

---

## Attachments

Ordinance No. 1621



## **ORDINANCE NO. 1621**

### **AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS AMENDING VARIOUS SECTIONS WITHIN CHAPTER 46, OF THE CODE OF ORDINANCES FOR THE TOWN OF LITTLE ELM, TEXAS REVISING THE STANDARDS FOR ENVIRONMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town Council of the Town of Little Elm deems it to be in the best interest of the citizens of the Town of Little Elm to protect their health, safety and welfare by amending the Animals Ordinance; and

**WHEREAS**, current local conditions require additional standards in regard to Nuisances and Vegetation and Public Trees; and

**WHEREAS**, after due deliberations and consideration of any other information and materials received at the open meeting, the Town Council has determined that the amendments set forth herein should be adopted and that such amendments are in the best interest of the public health, safety, and welfare of the citizens of the Town.

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

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

**SECTION 2. AMENDMENT AND ADOPTION.** From and after the effective date of this ordinance, the various sections of Chapter 46 of the Code of Ordinances of the Town of Little Elm, Texas, are hereby amended to read as follows:

Chapter 46 - ENVIRONMENT

ARTICLE V. - TREES AND OTHER VEGETATIVE GROWTH

Sec. 46-141. - Tree care.

There is hereby created and established a tree care program to provide full power and authority over the care of all trees, plants, and shrubs located within and adjacent to public rights-of-way, parks, and public places; and to aid in the proper growth of a landscape program to enhance the beauty of the town.

Sec. 46-142. - Maintenance responsibility.

- (a) The development services director and/or his designees shall have the responsibility to plant, prune, maintain, and remove trees, plants, and shrubs within the public right-of-way of all streets, alleys, avenues, lanes, squares, parks, and public grounds, as may be necessary to ensure public safety or to preserve or enhance the symmetry and beauty of such public grounds. This shall include the removal of trees that may threaten electrical, telephone, gas, or any municipal water or sewer line, or any tree that is affected by fungus, insect, or other pest and disease.
- (b) It shall be the duty of an owner of property within the town to keep the area from the property line of the owner's property to the curb line adjacent to it or if there is no curb line, then to the centerline of any adjacent unpaved street or the edge of the pavement of such street free of vegetative growth obstructions. The owner shall maintain trees, shrubs, or any vegetative growth within, next to, along or overhanging any public right-of-way, sidewalk, driveway, fire lane, parking lot, or access easement to:
  - (1) Ensure a minimum vertical clearance of fourteen (14) feet over any street, driveway, parking lot, fire lane, or access easement, starting at the curb line. If there is no curb line, then at the beginning of the pavement.
  - (2) Ensure a minimum vertical clearance of eight (8) feet over the entire width of any sidewalk.
  - (3) Ensure a minimum clearance of three (3) feet on all sides of any street lamp, traffic sign, or fire hydrant.
- (c) If property within the town is in violation of this article, the town's Community Integrity Department shall give notice and, if necessary, abate the violation in accordance with section 46-25. Any unabated violations, and expenses incurred by the town, shall be enforced in accordance with Sections 46-27 – 46-29.

**SECTION 3. SAVINGS.** This Ordinance shall be cumulative of all other ordinances of the Town, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

**SECTION 4. PENALTY.** Any person, firm or corporation violating any of the provisions of this Ordinance shall be punished by a penalty of a fine not to exceed the sum of Two Thousand Dollars (\$2000) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense.

**SECTION 5. SEVERABILITY.** This section, paragraphs, sentences, phrases, and words of this Ordinance are severable, and if any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid or unconstitutional, the adjudication shall not affect any other section or provision of this Ordinance or the application of any other section or provision to any person, firm,

corporation, situation or circumstance, nor shall adjudication affect the other section or provision of this ordinance of the Town of Little Elm, Texas and the Town Council hereby declares that it would have adopted the valid portions and applications of this Ordinance without the invalid parts and to this end the provisions of this Ordinance shall remain in full force and effect.

**SECTION 6. REPEALER.** That all ordinances of the Town of Little Elm in conflict with the provisions of this Ordinance are hereby repealed to the extent of that conflict.

**SECTION 7. EFFECTIVE DATE.** This Ordinance shall be effective immediately upon its adoption in accordance with as provided by law and the Town Charter.

**PASSED AND APPROVED** by the Town Council of the Town of Little Elm, Texas on this 20th day of July 2021.

Town of Little Elm, Texas

---

Curtis Cornelious, Mayor

ATTEST:

---

Caitlan Biggs, Town Secretary



**Date:** 07/20/2021  
**Agenda Item #:** 7. A.  
**Department:** Administrative Services  
**Strategic Goal:** Promote and expand Little Elm's identity  
**Staff Contact:** Fred Gibbs, Director of Development Services

---

**AGENDA ITEM:**

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

**Public Hearing Continued:**

**Receive Public Comments:**

**Close Public Hearing:**

**Take Action on Withdrawal Request:**

**DESCRIPTION:**

At the May 18, 2021 meeting, Town Council gave staff direction to table this public hearing until staff was comfortable moving forward with the planned development.

On July 8, 2021, the applicant emailed staff and withdrew this request.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Staff recommends acceptance of withdrawal.

---