



WORKSHOP & REGULAR MEETING OF THE TOWN COUNCIL

Tuesday, August 3, 2021

6:00 PM

VIRTUAL MEETING

<https://zoom.us/j/91365186509>

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.

In an effort to reduce the spread of the virus, for the August 3, 2021 Town Council meeting, individuals will be able to address the Council on any topic through submission of the web form below. Forms received will be recorded into the record and be given to the Town Council.

To access the videoconference online, follow these instructions:

- To join the Zoom meeting, click <https://zoom.us/j/91365186509>.
- To view the live stream meeting, click <https://www.littleelm.org/1258/Agendas-Minutes-Videos>

Individuals who wish to speak to Town Council directly must register prior to the meeting. Please include in the comment box that you will be logging onto the meeting through the Zoom link above to speak to Town Council. If you have any questions, please email cbiggs@littleelm.org.

Individuals wishing to speak on a non-public hearing item may address the Council by submitting the online form at the following link:

<https://www.littleelm.org/FormCenter/Administration-5/LE-Town-Council-Presentation-and-Announc-87>.

Note: A physical quorum of the Town Council may not be present during the meeting as some Council Members may choose to participate in the meeting remotely as permitted by Governor Abbott's suspension of various statutes that may be interpreted to require face-to-face interaction between members of the public and public officials.

2. 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- C. Items to be Withdrawn from Consent Agenda.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.
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.
5. **Consent Agenda**
All matters listed under the Consent Agenda are considered to be routine by the Town Council and require little or no deliberation. There will not be a separate discussion of these items and the agenda will be enacted by one vote. If the Council expresses a desire to discuss a matter listed, that item will be removed from the consent agenda and considered separately.
- A. Consider Action to Approve the **Minutes from the July 20, 2021, Regular Town Council Meeting.**
 - B. Consider Action to Approve the **Unaudited Quarterly Budget Report for the Quarter Ending June 30, 2021.**
 - C. Consider Action to Approve the **Quarterly Investment Report for the Period Ending June 30, 2021.**
 - D. Consider Action to Approve an **Interlocal Agreement between the Town of Little Elm and the City of Lake Dallas to Provide Jail Services for Class C Misdemeanor Municipal Warrants.**
 - E. Consider Action to Approve and Authorize the **Town Manager to Execute an Interlocal Agreement with the City of Frisco for Computer Forensics Lab Services.**
 - F. Consider Action to Approve a **Professional Services Contract with Freese and Nichols, Inc., for the West Side Water System Study in an Amount not to exceed \$97,155.**
 - G. Consider Action to Approve **Ordinance No. 1622 Establishing the 2021 Certified Appraisal Roll.**
 - H. Consider Action to Approve the **Schedule for the Public Hearing on the FY 2021 - 2022 Proposed Budget.**
 - I. Consider Action to Approve the **Schedule for the Public Hearing for the FY 2021-2022 Proposed Tax Rate.**
 - J. Consider Action to Award **Bid 2021-20 for the Community Wayfinding Signage Project to Image Manufacturing Group in an Amount Not to Exceed \$487,966.00.**

- K. Consider Action to Accept the **Submission of the 2021 No-New-Revenue Tax Rate of \$0.631493 per \$100 Taxable Value and the Voter-Approval Tax Rate of \$0.643948 per \$100 Taxable Value.**
6. **Reports and Requests for Town Council Consideration.**
- A. Present and Discuss the **Submission of the Fiscal Year 2021-2022 Proposed Budget and Budget Message by the Town Manager.**
- B. Present, Discuss, and Consider Action on **Resolution No. 0803202102 for the Proposed FY 2021-2022 Property Tax Rate.**
- C. Present, Discuss, and Consider Action on **Appointing Town Council Member(s) to the Council Interview Committee for Boards and Commissions.**
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.
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.
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 - Section 551.074 of the Texas Government Code to discuss and deliberate personal matters to evaluate performance duties, of a public officer or employee(s).
 - Section 551.076 to discuss security matters.
 - Section 551.087 to discuss Economic Development.
9. **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 30th day of July 2021 before 5:00 p.m.



Date: 08/03/2021
Agenda Item #: 5. A.
Department: Administrative Services
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Consider Action to Approve the **Minutes from the July 20, 2021, Regular Town Council Meeting.**

DESCRIPTION:

The minutes from the July 20, 2021, regular Town Council meeting are attached for approval.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Minutes - July 20, 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 20, 2021 - 6:00 p.m.

Present: Mayor Curtis J. Cornelious; Council Member Tony Singh; Council Member Jeremy Lukas; Council Member Michael McClellan

Absent: Mayor Pro Tem Neil Blais; Council Member Lisa Norman

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; Jason Shroyer, Director of Public Works; Jennette Espinosa, EDC Executive Director; Kelly Wilson, Chief Financial Officer; Paul Rust, Fire Chief; Robert Brown, Town Attorney; Rodney Harrison, Police Chief; Wesley Brandon, Town Engineer; Nathan Abato, Community Integrity Manager; Jeremy Wilson, Assistant Fire Chief

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

Meeting was called to order at 6:01 p.m.

A. Invocation.

Greg Lemco with CrossRidge Church 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.

Town Manager Matt Mueller gave an update on the budget process. Additionally, he discussed the remodel that is currently taking place inside of Town Hall and that the 2nd floor is generally closed to the public except by appointment only.

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

Deputy Town Manager Doug Peach gave an overview of residential speed limits and speed bumps located within the Town in the attached presentation.

Council Member Jeremy Lukas asked if it was possible for certain areas to be designated 25mph while others are still 30mph. Deputy Town Manager Doug Peach answered that it is possible if the criteria listed in the presentation can be met.

Police Chief Rodney Harrison gave an overview of statistics related to speeding. The traffic complaints represent the interactions with residents that contacted the traffic unit who interview the resident and worked with them to implement some kind of solution. He stated that he had an updated out of Union Park: the department set up the speed trailer on Union Park Blvd. and clocked 5,077 vehicles, 58 of the vehicles were traveling over 30mph.

Council Member Tony Singh asked if it would make a difference lowering the speed from 30mph to 25mph. Chief Harrison responded that there are a lot of factors involved, but it would only be a slight difference, if any.

Council Member Lukas asked about the enforcement of commercial vehicles on US380. Chief Harrison stated that the department has a specific unit dedicated to these vehicles, but that violations with these vehicles is generally weight, not speed.

Chief Harrison encouraged the Mayor and Council Members to talk to their constituents to contact the police department regarding their concerns.

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.**

Mayor Cornelious presented the proclamation to Angellisa Cooks.

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

Mayor Cornelious presented the banner to Specialist Ryan Taylor Agan.

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 Tony Singh, seconded by Council Member Michael McClellan **to approve the consent agenda.**

Vote: 4 - 0 - Unanimously

- 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:

Mayor Cornelious stated that the developer requested to withdraw this request.

Motion by Council Member Michael McClellan, seconded by Council Member Jeremy Lukas ***to accept the withdrawal and close the public hearing at 6:44 p.m.***

Vote: 4 - 0 - Unanimously

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

No executive session.

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

11. Adjourn.

Meeting adjourned at 6:44 p.m.

Respectfully,

Caitlan Biggs
Town Secretary

Passed and Approved this 3rd day of August 2021



Town Council Meeting

Date: 08/03/2021
Agenda Item #: 5. B.
Department: Finance
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to Approve the **Unaudited Quarterly Budget Report for the Quarter Ending June 30, 2021.**

DESCRIPTION:

The purpose of this item is to provide Town Council a report of financial performance of the Town regarding its Budget of Revenues and Expenditures for the 3rd Quarter of the Fiscal Year 2020-2021.

BUDGET IMPACT:

The Town's financial outlook will be impacted as it relates to current environment related to COVID-19 and the economy surrounding closures of businesses, however, Little Elm is seeing a strong increase in building permits with the residential home market booming in the North DFW area. The first half of the fiscal year reflected the majority of property tax collections, which is a major revenue stream for the Town. Through the 3rd quarter, the Town's property tax collection rate is 98.37%. The Town is seeing an uptick on collecting prior year's taxes. Finance is currently working on the 2021 tax roll which will be reflected in the FY 2021-2022 Proposed Budget. The Park and Recreation Fund is seeing a shortfall in revenue due to minimum use of the recreation center. The Town had a successful special event held in December for Magic of Lights. Funds for this event are reflected in this quarterly financial report. Another stream of revenue for the Park and Recreation Fund is the membership of the COVE @ the Lakefront. The Cove opened during this reporting period and reflected in the financial report. Finance will continue to monitor this fund, events, and amenities related to offset expenditures. Another major revenue stream for the Town is the reported sales tax. To date, the Town is over FY 2021 projected budgeted sales tax revenue by 13.14%. tax collections. The Utility Funds are on target with their billed revenue for services. The Town is experiencing increased water sales, which offsets the cost of purchase of water. Finance tracks the amount of water purchases to our take or pay amount, and we anticipate the Town to exceed our take or pay.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Staff Memo-3rd Qtr Budget to Actual

3rd Qtr FY 2021 Budget to Actual

MEMORANDUM

TO: MATT MUELLER, TOWN MANAGER
FROM: KELLY WILSON, CHIEF FINANCIAL OFFICER
SUBJ: BUDGET REPORT FOR PERIOD JUNE 30, 2021
CC: MAYOR AND COUNCIL

The attached is Budget to Actual Information for the fiscal period ending June 30, 2021. This period ending represents 75% of the Town's fiscal year (9 months). This information is unaudited. This budget report provides a snapshot of our financial information.

Cash and Investment Position: The Town is in excellent cash position. All idle funds are in interest bearing accounts or secured investments. For further detailed information, please review the quarterly investment report.

Budget: At June 30, 2021 the budget is as follows for major funds with the **target at 75%**; the major funds are presented in summary below. The YTD figure includes actual expenditures and encumbrances.

Revenues:

<i>Major Funds – Sources</i>		<i>Budget</i>		<i>YTD</i>	<i>% Earned</i>
General Fund	\$	41,503,696	\$	41,467,716	100%
Park and Recreation Fund		3,883,594		2,029,751	52%
Street Maintenance Fund		1,243,618		810,942	65%
Water and Sewer Fund		19,162,522		12,854,204	67%
Solid Waste Fund		3,010,258		2,402,756	80%
Storm Drainage System Fund		655,135		496,336	76%

Expenditures:

<i>Major Funds - Uses</i>		<i>Budget</i>		<i>YTD</i>	<i>% Used</i>
General Fund	\$	47,176,733	\$	32,244,142	68%
Park and Recreation Fund		4,119,116		1,975,612	48%
Street Maintenance Fund		1,598,813		1,589,471	99%
Water and Sewer Fund		19,829,947		11,737,155	59%
Solid Waste Fund		2,971,722		2,322,719	78%
Storm Drainage System Fund		1,166,407		713,772	61%

General Fund Revenue and Expense Summary: The total all sources of revenue in the General Fund year-to-date is \$41,467,716 or 99.91% of budgeted revenues of \$41,503,696. Compared to this time last year, the General Fund year-to-date revenues was 90% of budgeted revenues. Operationally, the Town's revenue through the 3rd quarter of the fiscal year are on target. Ad Valorem property tax collections as of

FINANCE DEPARTMENT
BUDGET REPORT

June 30, 2021 are \$29,275,308 or 98.37% on a tax levy of \$29,759,638. Property Tax collections typically start in October and spike with collections in December. The Town reports the collected property tax net of obligations to the various economic development incentives that is accounted for throughout the year. Currently, the Town is on target of major revenue streams. The Town has not seen any loss in sales tax revenue that other municipalities has experience due to shut-down and slow openings. The Town has exceeded year to date projected budgeted sales tax revenue by 13.14%. Statewide, the Comptroller is reporting a 10.8% increase in sales tax collections. Total General Fund Expenditures are \$32,244,142 including \$1,705,178 in encumbrances. Total expenditures represent 68% of the budgeted \$47,176,733.

General Fund and Debt Service Fund Property Taxes:

The Property Tax collections for the fiscal year are received through September are:

General & Debt	General Fund	YTD Actual	Debt Service Fund	YTD Actual
Current Levy	\$20,536,503	\$21,949,266	\$5,415,953	\$6,042,993
Penalty and Interest	\$45,000	\$49,169	\$14,400	\$13,913
Prior Year Property Taxes	\$50,000	\$95,750	\$10,800	\$33,102
Total	\$20,631,503	\$22,094,184	\$5,441,153	\$6,090,009

Sales Tax: The Town's total sales tax budget (2 cents) is \$9,868,944. On an accrual basis, the Town is reporting sales tax receipts as it is earned. Sales Tax received in October and November was accrued back into FY2020 as it was actually earned for sales for the months of August and September. The table below summaries total sales tax collections through April, 2021. The figures below do not include any reduction to Sales Tax associated with any development, 380 or economic development agreements.

Fiscal Year	Total Sales Tax Received	1¢ City	.50¢ EDC	.25¢ CDC	.25¢ SMF
2020-2021 Budget	9,868,944	4,934,472	2,467,236	1,233,618	1,233,618
2020-2021 YTD Actual	7,382,924	3,691,462	1,845,731	922,865	922,865

Interest Earnings and Cash Position: The Town's funds are fully invested and secure. Total interest earned year to date ending June 30, 2021 was \$510,019. Total cash and investments on hand for the period ending March 31, 2021 are \$105,893,283.52. (See Cash and Investment Report for more detail)

Water and Sewer Fund: The Town's Water-Wastewater Utility revenue billed YTD as of June 30, 2021 is \$12,356,862 or 65.82% of budget revenues of \$18,775,022. Water and Sewer rates remained unchanged from last year's rates. The Town has approved rates for the water and sewer fund for the next 5 years and staff will review them annually to determine the impact on customers and the Town's water infrastructure needs. Water sales total 6,773,070 or 65% of the total budgeted amount of \$10,353,000. Actual expenditures including encumbrances for the year as of June 30, 2021 are \$11,737,155 or 59% of the total amended budget amount of \$19,829,947.

FINANCE DEPARTMENT
BUDGET REPORT

The Town of Little Elm has billed 1.718 billion gallons of water through the 3rd quarter of FY 2021 and has purchased 1.397 billion gallons of water for the fiscal year from NTMWD.

	Apr-21		May-21		Jun-21	
	WATER	SEWER	WATER	SEWER	WATER	SEWER
# of Accts Residential	11,506	11,253	11,532	11,279	11,689	11,434
#of Accts Commercial	426	192	427	193	433	193
Consumption-Residential	72,246,000	57,235,000	74,691,000	57,554,000	64,091,000	58,539,000
Consumption-Commercial	21,569,000	14,412,000	23,091,000	13,871,000	19,026,000	13,864,000
Average Residential Water Consumption	6,279		6,477		5,483	
Billed (\$) Residential	\$ 601,918.89	\$508,812.16	\$ 618,005.33	\$510,475.31	\$ 553,003.96	\$518,918.98
Billed (\$) Commercial	\$ 209,012.52	72,535.36	\$ 212,597.64	69,923.78	\$ 196,700.89	69,956.75
Total Billed (\$)	\$810,931.41	\$581,347.52	\$830,602.97	\$580,399.09	\$749,704.85	\$588,875.73
Rainfall	4.5 WET SEASON		7.77 WET SEASON		2.15	

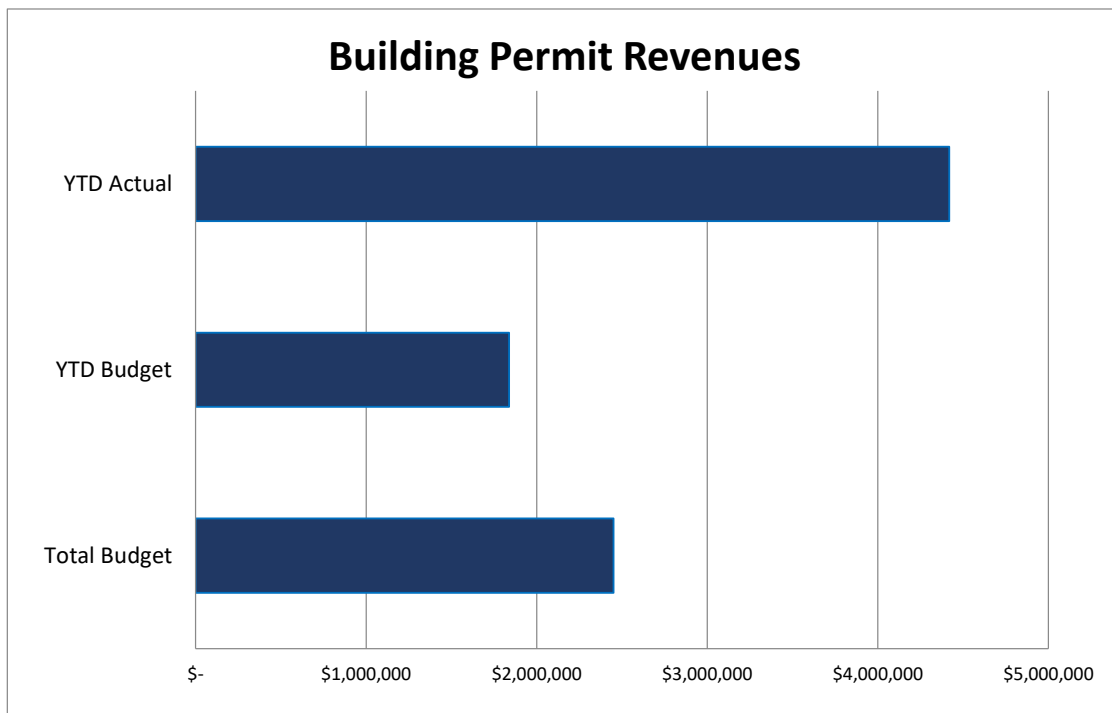
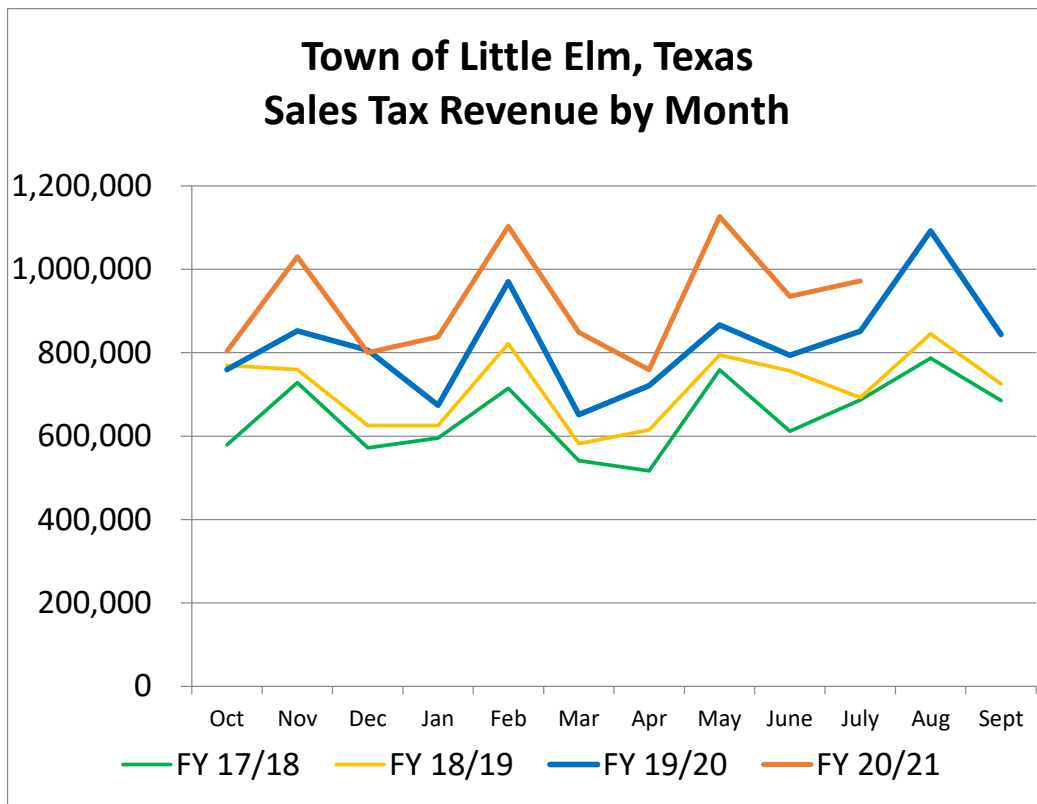
TOWN OF LITTLE ELM
FY 2020-2021 Revenue and Expenditure Highlights

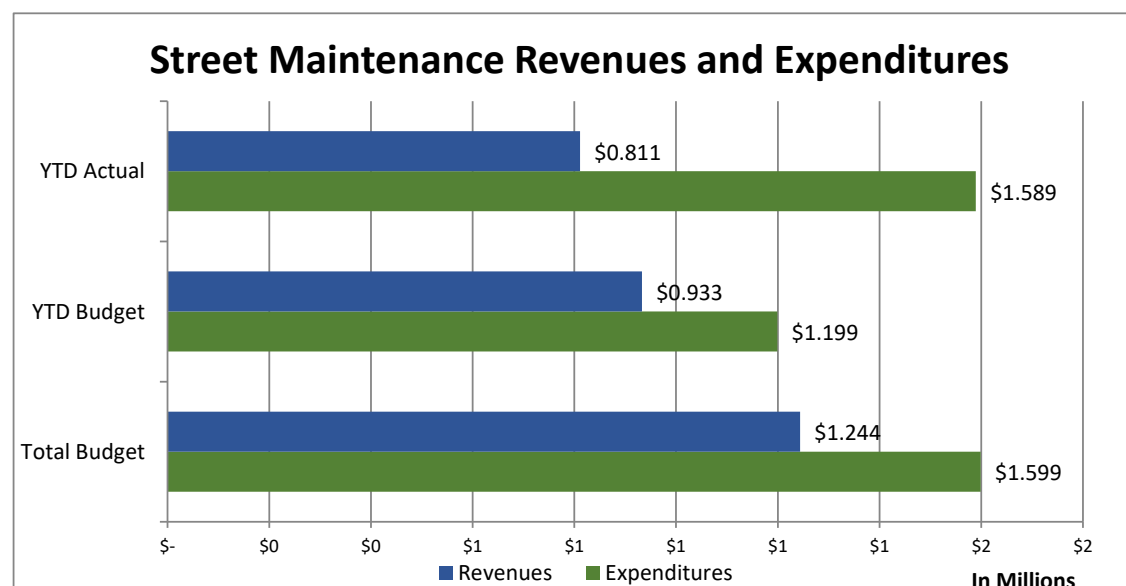
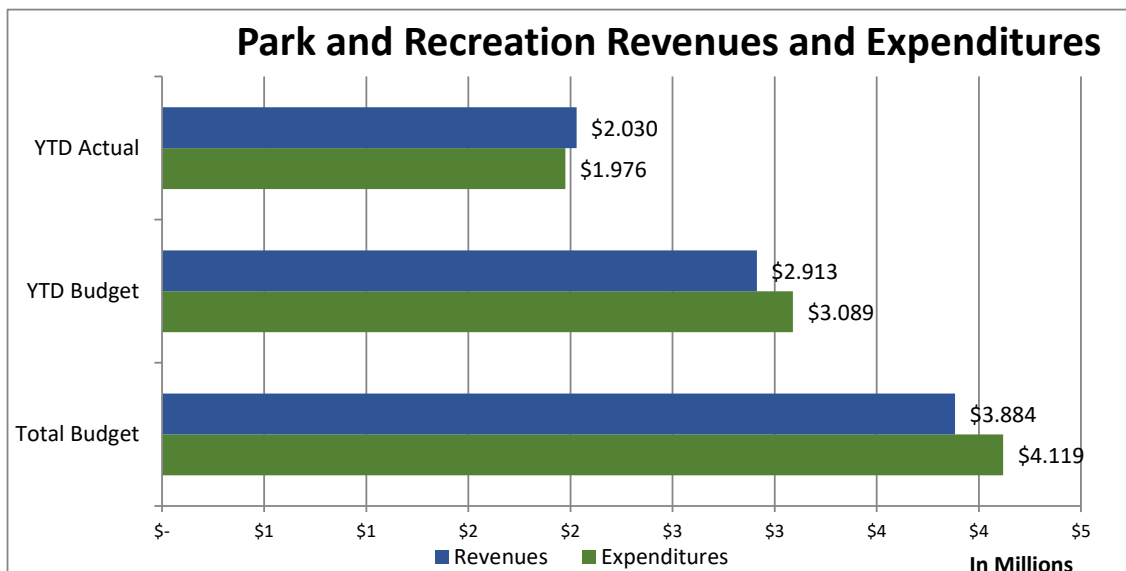
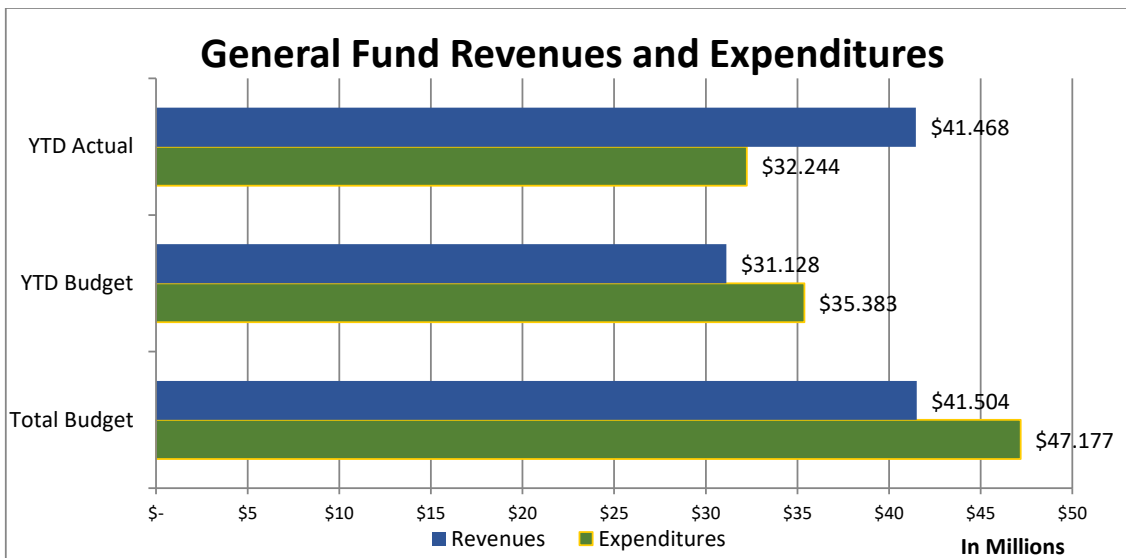
General Fund Revenues			
	Amended Budget	YTD Actual	Percent Difference
Total Revenue	41,503,696	41,467,716	100%
Top Five Sources of Revenue			
Property Taxes	28,685,020	29,282,905	102%
City Sales Tax	4,934,472	3,205,327	65%
Building Permits	2,450,000	4,417,797	180%
Municipal Court Fines	650,000	454,891	70%
Infrastructure Inspection and Plan Review Fees	650,000	659,060	101%

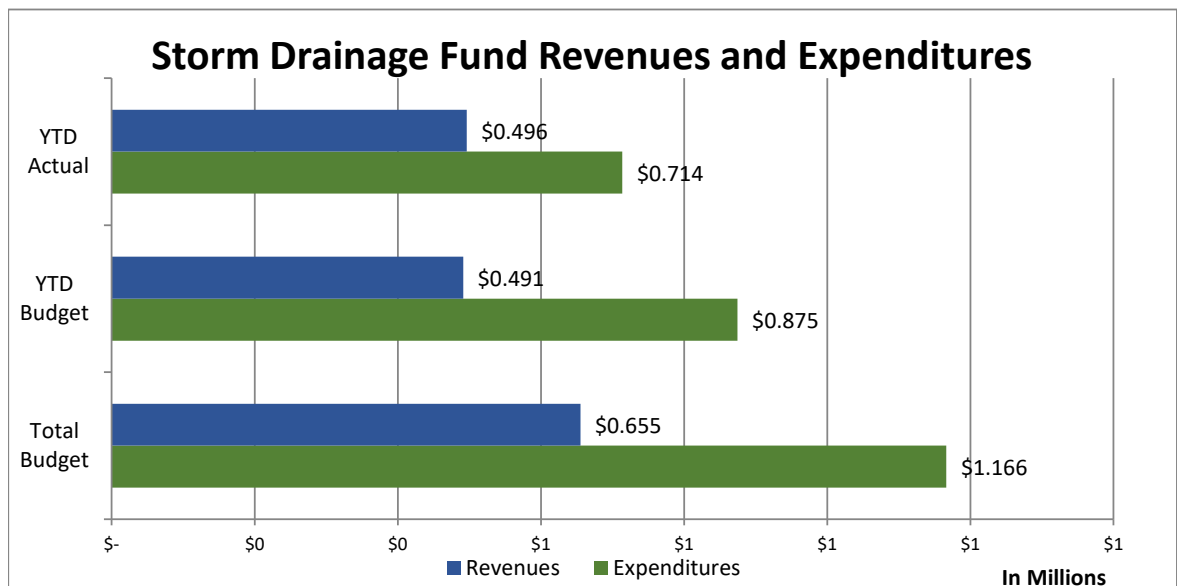
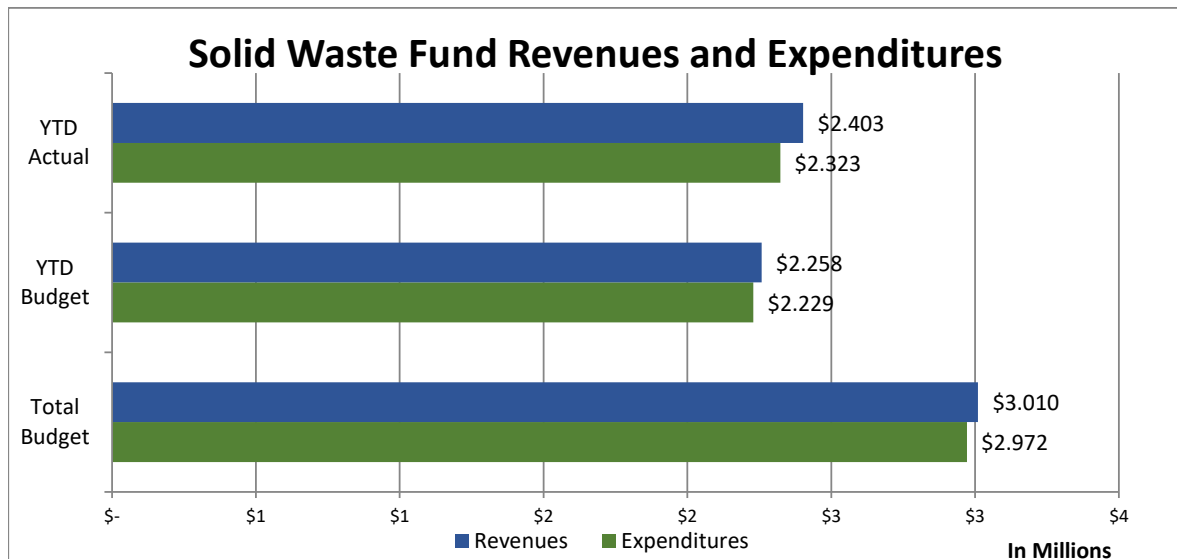
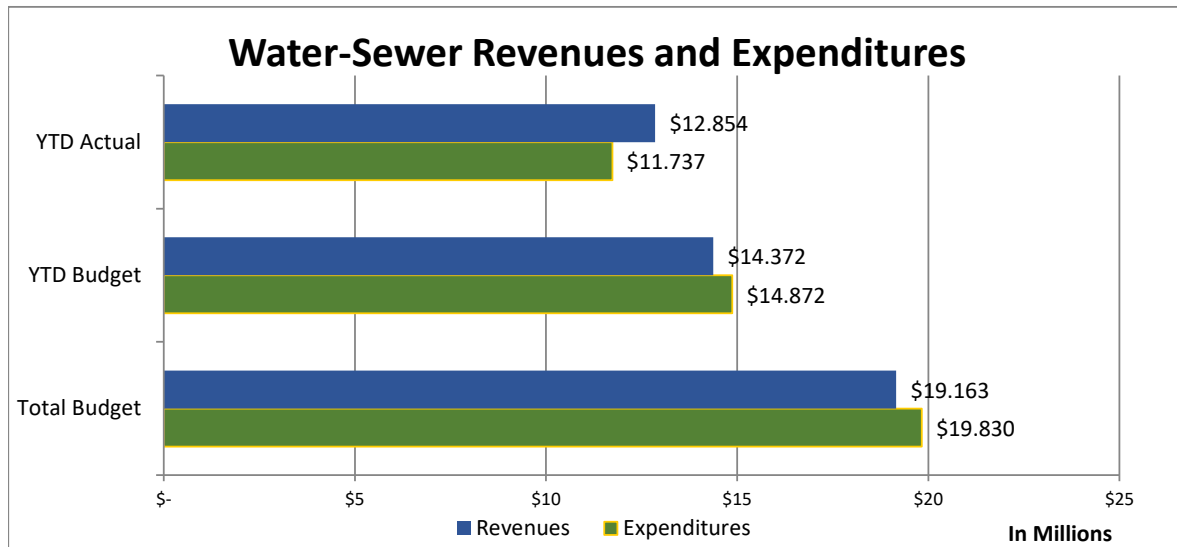
General Fund Expenditures				
	Amended Budget	YTD Actual	Remaining Budget	Percent of Budget
Total Expenditures	47,176,733	32,244,142	14,932,591	68%
Town Council	108,041	72,874	35,167	67%
Manager Administration	1,447,097	1,019,262	427,835	70%
Town Secretary	231,556	235,971	(4,415)	102%
Municipal Court	591,665	324,642	267,023	55%
Financial Services	3,801,886	1,886,706	1,915,180	50%
Library Services	623,797	423,739	200,058	68%
Development Services	1,078,387	643,374	435,013	60%
Information Technology	1,592,418	1,255,700	336,718	79%
Town Attorney	340,000	335,494	4,506	99%
Engineering	825,607	534,041	291,566	65%
Building Inspection / Code	1,291,280	931,327	359,953	72%
Police Department	14,197,099	9,042,637	5,154,462	64%
Animal Services	417,504	289,352	128,152	69%
Fleet Maintenance	545,268	324,187	221,081	59%
Facility Maintenance	937,417	733,461	203,957	78%
Public Works / Streets	1,733,019	1,039,087	693,932	60%
Marketing and Communications	390,619	215,424	175,195	55%
Park Maintenance	2,275,183	1,520,969	754,214	67%
Parks - Senior Programs	212,811	82,968	129,843	39%
Fire Department	10,435,845	7,232,694	3,203,151	69%

Water and Sewer Fund Revenue			
	Amended Budget	YTD Actual	Percent Difference
Total Revenue	3,010,258	2,402,756	80%
Top Five Sources of Revenue			
Water Sales	10,353,000	6,773,070	65%
Sewer Sales	7,022,022	4,963,035	71%
Meter Set Fees	100,000	128,885	129%
Wholesale Water Sales	370,000	289,189	78%
Wholesale Sewer Sales	730,000	90,090	12%

Water and Sewer Program Expenditures				
	Amended Budget	YTD Actual	Remaining Budget	Percent Difference
Water Operations	8,873,443	6,919,145	1,954,298	78%
Wastewater Collection	1,644,317	1,111,959	532,358	68%
Wastewater Treatment	1,771,520	1,113,849	657,671	63%
Utility Administration	749,557	592,074	157,483	79%
Debt Service	3,875,946	604,513	3,271,433	16%
Utility Billing and Collection	980,174	499,179	480,995	51%
Construction/CIP	1,934,990	896,446	1,038,544	46%









Date: 08/03/2021
Agenda Item #: 5. C.
Department: Finance
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to Approve the **Quarterly Investment Report for the Period Ending June 30, 2021.**

DESCRIPTION:

The purpose of this item is to provide Town Council an overview fo the Town's cash and invested balances for the fiscal period ending June 30, 2021.

BUDGET IMPACT:

Interest earnings for the third quarter of the Fiscal Year 2020-2021 was \$167,363 for the reporting period of April to June 2021 with the year-do-date total earnings of \$510,019.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Staff Memo-3rd Qtr Investment Report
3rd Quarter Investment Report

MEMORANDUM

TO: MATTHEW MUELLER, TOWN MANAGER
FROM: KELLY WILSON, CHIEF FINANCIAL OFFICER
SUBJECT: INVESTMENT REPORT FOR QUARTER ENDING JUNE 30, 2021
CC: MAYOR AND COUNCIL

Attached is the Quarterly Investment Report for the first quarter ending March 31, 2021 Fiscal Year 2020-2021. This report complies with the requirements of the Town's Investment Policy and the Public Fund's Investment Act as amended. For the period ending June 30, 2021, the Town's portfolio consisted of the following investments:

Portfolio by Type	Average Yield	Total Invested	Percent of Total
Money Market - Independent Financial	0.75%	\$83,033,130.42	78.43%
TexPool/TexPool Prime	0.05%	18,416,694.57	17.40%
Certificate of Deposit	1.16%	\$4,443,458.53	4.17%
Total Portfolio (Avg)	0.66%	\$105,893,283.52	100.00%

The Town has been actively diversifying the investment portfolio in order to minimize risk of over 50% of funds in one portfolio type as well as capturing a better yield. However, due to the market rates on investments, Finance has maintained higher balances in the Money Market investments at Independent Bank. All Funds on deposit with Independent Financial are fully secured and safeguarded. Total interest earned for the first quarter ending June 30, 2021 was \$167,363. Year-to-date interest earnings for Fiscal Year 2020-2021 is \$510,019.

Total cash and investments for the period ending March 31, 2021 was \$101,893,283.52. The variance increase of \$4,409,763.51 from the last quarterly investment report is primarily due to the Town's receipt of TIRZ 5 closing proceeds and the American Recovery Act Plan grant proceeds. The cash flow is important for Finance to monitor the remainder of the year in order to provide cash availability for expenditures for the remainder of the year while minimizing risk, preventing early redemptions of investments, and maximizing interest earnings.

The Town's current portfolio has significant resources available for same day access in order to cover normal and seasonal operational costs. The Town's investment and cash management strategy will be to maintain operational and capital needs in money market accounts and liquid asset pools but investing in other instruments in order to capitalize on interest earnings while keeping risk to a minimum. The Town's funds are swept to the above accounts and withdrawn as needed for operational cash flow requirements.

The total portfolio yield fiscal year-to-date is 0.66%. While some benchmarks to reference the US Treasury T-bill rates for 3 months is 0.05%; 1 year is 0.09%; and a 2 year is 0.25% as of the date of this report. The Town's portfolio yield far exceeds these benchmarks.

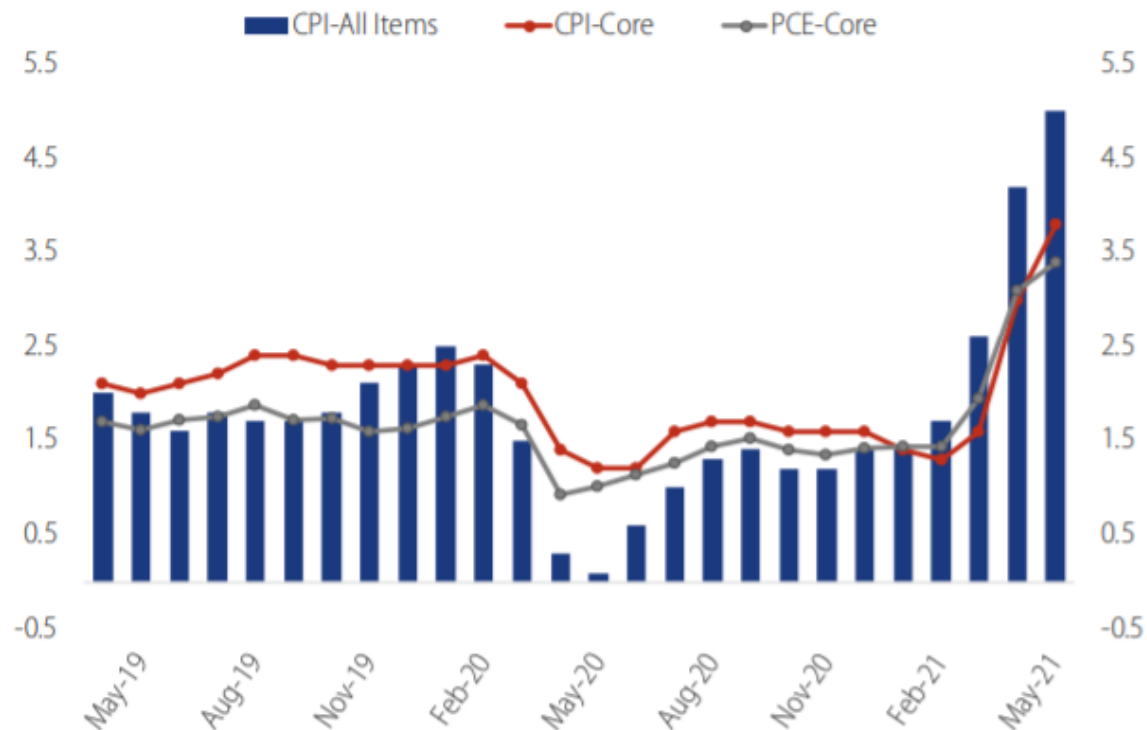
FINANCE DEPARTMENT
QUARTERLY INVESTMENT REPORT

2021 Q2 Economic Recap and Rate Outlook

One of the more remarkable tales of the pandemic has been the financial health of the nation as a whole. The Federal Reserve reported the net wealth of U.S. households increased by a staggering \$13.5 trillion last year, the biggest increase in three decades of recordkeeping. The Wall Street Journal (WSJ) pointed out the sharp contrast with 2008 when U.S. households lost \$8 trillion. The fact that GDP growth was so anemic following “the Great Recession” was a reflection of that lost wealth and a massive hangover from the housing bubble.

The current path forward is considerably less bumpy, while at the same time more uneven as the majority of pandemic wealth accrued to homeowners and stockholders. The stock market has been steadily climbing since the November election with the S&P 500 up almost +45% year-over-year. The pandemic housing story has been told many times. There has not been nearly enough supply on the market to meet demand, sending home values skyrocketing. The S&P CoreLogic Case-Shiller 20-city home price index rose +14.8% year-over-year in the most recent April report. The biggest gain in 33 years of record keeping absolutely crushed the +2.5% pre-covid increase from 2019.

Inflation Indicators (Year-Over-Year Percent Change)

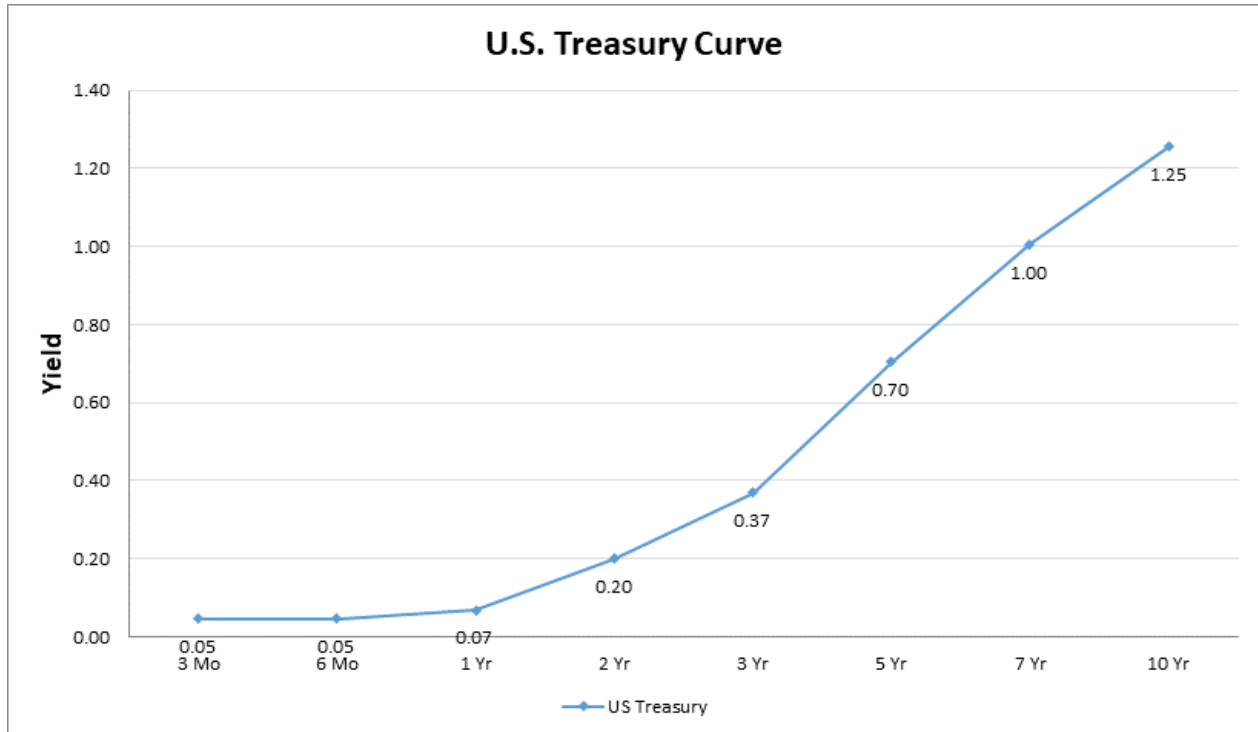


Source: Bureau of Labor Statistics and Bureau of Economic Analysis.

FINANCE DEPARTMENT
QUARTERLY INVESTMENT REPORT

Investment Strategies

Finance's new discipline will be to ladder the portfolios and this strategy will help sustain the yield for a longer period of time. We will continue this strategy as much as possible. Finance will continue to monitor our cash needs as revenue streams has been reflected for the property tax collections received in the first two quarters of the fiscal year.



FINANCE DEPARTMENT
QUARTERLY INVESTMENT REPORT



Quarterly Investment Report

For the Quarter Ended

June 30, 2021

Prepared by the Town of Little Elm Finance Department

Overview of the Quarterly Investment Report

Funds on deposit with depository bank are fully collateralized.

- **YTD Cash and Investments on hand: \$105,893,283.52**
 - 78.43% in depository bank
 - 17.40% invested in Pools
 - 4.17% invested in CDs
- **Interest Earnings**
 - \$510,019YTD
 - \$167,363 April to June 2021
- **Average Yield on Portfolio**
 - 0.66% YTD
 - 0.68% at end of 2nd Quarter – FY 2020-2021
- **Average Yield Benchmarks**
 - 0.05% Three Month Rolling Treasury Yield
 - 0.09% One Year Rolling Treasury Yield
 - 0.052% TexPool Average Yield
- **Certification of Investment Policy (Government Treasurers' Organization of Texas)**
 - Awarded for 2-year period ending January 31, 2022

The investment portfolio of the Town of Little Elm is in compliance with the Public Funds Investment Act and the investment Policy and Strategies.

Kelly Wilson

Kelly Wilson, Chief Financial Officer

Dianne Lawson

Dianne Lawson, Assistant Director of Finance

Investment Portfolio Summary



LITTLE ELM

Investment Policy Compliance

	Days	Compliance
Maturity Range not to exceed 2 Years	65	Yes

Effective cash management is recognized as essential to good fiscal management. A comprehensive and effective cash management system will be pursued to optimize investment interest as viable and material revenue to all operating and capital funds. The Town's portfolio shall be designed and managed in a manner responsive to the public trust and consistent with local, state and federal law.

Kelly Wilson

Dianne Lawson

Dianne Lawson, Assistant Director of Finance

TOWN OF LITTLE ELM

Investment Portfolio Summary

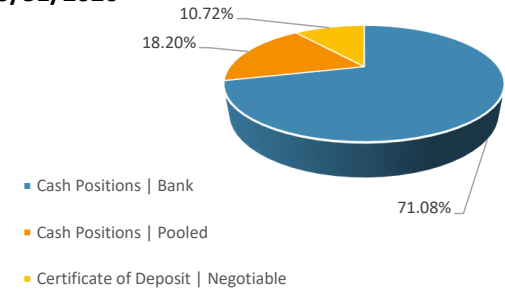
Quarter Ending 6/30/2021



Investment Policy Compliance

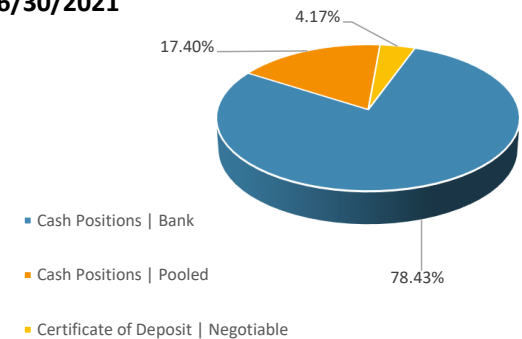
Asset Category	% of Portfolio	YTM @Cost	Days to Maturity	Par Value	Book Value	Market Value
Cash Positions Bank	71.08%	0.75	1	71,919,127.20	71,919,127.20	71,919,127.20
Cash Positions Pooled	18.20%	0.07	1	18,414,368.98	18,414,368.98	18,414,368.98
Certificate of Deposit Negotiable	10.72%	1.22	226	10,845,000.00	10,845,000.00	11,150,023.83
	100.00%	0.68%	76	101,178,496.18	101,178,496.18	101,483,520.01

3/31/2020



Asset Category	% of Portfolio	YTM @Cost	Days to Maturity	Par Value	Book Value	Market Value
Cash Positions Bank	78.43%	0.75	1	83,033,130.42	83,033,130.42	83,033,130.42
Cash Positions Pooled	17.40%	0.05	1	18,416,694.57	18,416,694.57	18,416,694.57
Certificate of Deposit Negotiable	4.17%	1.16	194	4,416,000.00	4,416,000.00	4,443,458.53
	100.00%	0.66%	65	105,865,824.99	105,865,824.99	105,893,283.52

6/30/2021



Investment Policy Compliance

Authorized Investments	Compliance
Certificate of Deposit Negotiable	Yes
Commercial Paper	Yes
Guaranteed Investment Contracts	Yes
Local Government Investment Pools	Yes
Municipal Bonds Texas	Yes
Municipal United States	Yes
Mutual Funds	Yes
Repurchase Agreements	Yes
US Agency	Yes
US Treasury	Yes

Maturity Range not to exceed 2 Years	65	Yes
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Town of Little Elm
Portfolio Holdings
Investment Portfolio - by Asset Category
As of 6/30/2021

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
Cash Positions Bank Investments											
Independent Bank Pooled Cash MM	MM5236	06/30/2021	0.750	78,642,365.59	78,642,365.59	78,642,365.59	78,642,365.59	N/A	1	0	74.28%
Independent Bank Section 125 MM	MM3949	06/30/2021	0.750	54,596.93	54,596.93	54,596.93	54,596.93	N/A	1	0	0.05%
Independent Bank Dispersal Funds MM	MM3595	06/30/2021	0.760	886.05	886.05	886.05	886.05	N/A	1	0	0.00%
Independent Bank American Recovery Act MM	MM7177	06/30/2021	0.050	2,201,468.54	2,201,468.54	2,201,468.54	2,201,468.54	N/A	1	0	2.08%
Independent Bank CIP Reserve MM	MM7607	06/30/2021	0.050	2,133,813.31	2,133,813.31	2,133,813.31	2,133,813.31	N/A	1	0	2.02%
Sub Total / Average Cash Positions Bank Investments			0.753	83,033,130.42	83,033,130.42	83,033,130.42	83,033,130.42		1	0.00	78.43%
Cash Positions Pool Investments											
TexPool Consolidated Ops LGIP	LGIP449	06/30/2021	0.013	7,514,833.95	7,514,833.95	7,514,833.95	7,514,833.95	N/A	1	0	7.10%
TexPool Prime Consolidated Ops LGIP	LGIP590	06/30/2021	0.071	7,257,690.23	7,257,690.23	7,257,690.23	7,257,690.23	N/A	1	0	6.86%
TexPool Prime 2020 CO Bond LGIP	LGIP590	06/30/2021	0.071	3,644,170.39	3,644,170.39	3,644,170.39	3,644,170.39	N/A	1	0	3.44%
Sub Total / Average Cash Positions Pool Investments			0.052	18,416,694.57	18,416,694.57	18,416,694.57	18,416,694.57		1	0.00	17.40%
Certificate of Deposit Negotiable											
Centric Bank	15643KAG1	03/27/2020	1.050	245,000.00	245,000.00	245,000.00	245,605.15	09/27/2021	89	669.55	5.55%
Berkshire Bank	084601WX7	03/27/2020	1.200	245,000.00	245,000.00	245,000.00	247,124.15	03/31/2022	274	765.21	5.55%
Transportation Alliance Bank, Inc. BDA TAB Bank	89388CDU9	03/30/2020	1.000	245,000.00	245,000.00	245,000.00	245,588.00	09/30/2021	92	0.00	5.55%
Nicolet National Bank	654062JU3	03/30/2020	1.150	245,000.00	245,000.00	245,000.00	247,004.10	03/30/2022	273	0.00	5.55%
Marlin Business Bank	57116ATY4	03/30/2020	1.050	245,000.00	245,000.00	245,000.00	245,649.25	09/30/2021	92	0.00	5.55%
Lakeland Bank	511640BA1	03/30/2020	1.100	245,000.00	245,000.00	245,000.00	245,656.60	09/30/2021	92	671.90	5.55%
Connectone Bank	20786ACZ6	03/30/2020	1.050	245,000.00	245,000.00	245,000.00	245,619.85	09/30/2021	92	0.00	5.55%
Village Bank	92705YAU4	03/31/2020	1.050	245,000.00	245,000.00	245,000.00	245,619.85	09/30/2021	92	0.00	5.55%
Merrick Bank	59013KGR1	03/31/2020	1.200	245,000.00	245,000.00	245,000.00	247,109.45	03/31/2022	274	0.00	5.55%
Investors Bank	46176PMY8	03/31/2020	1.250	245,000.00	245,000.00	245,000.00	247,214.80	04/01/2022	275	763.53	5.55%
First Bank	31931TGJ8	03/31/2020	1.050	245,000.00	245,000.00	245,000.00	245,619.85	09/30/2021	92	0.00	5.55%
Celtic Bank	15118RUN5	03/31/2020	1.050	245,000.00	245,000.00	245,000.00	245,619.85	09/30/2021	92	0.00	5.55%
BMW Bank of North America	05580AWB6	03/31/2020	1.350	245,000.00	245,000.00	245,000.00	247,393.65	03/31/2022	274	824.61	5.55%
Blue Ridge Bank, National Association	09582YAD4	03/31/2020	1.200	245,000.00	245,000.00	245,000.00	247,116.80	03/31/2022	274	732.99	5.55%
Bank Leumi USA	063248KP2	03/31/2020	1.250	245,000.00	245,000.00	245,000.00	247,410.80	03/31/2022	274	815.55	5.55%
Cadence Bank	12738RFX7	03/31/2020	1.200	245,000.00	245,000.00	245,000.00	247,131.50	04/01/2022	275	724.93	5.55%
Capital One National Bank	14042RPL9	04/08/2020	1.350	248,000.00	248,000.00	248,000.00	250,487.44	04/08/2022	282	761.33	5.62%
Capital One Bank	14042TDG9	04/08/2020	1.350	248,000.00	248,000.00	248,000.00	250,487.44	04/08/2022	282	761.33	5.62%
Sub Total / Average Certificate of Deposit Negotiable			1.161	4,416,000.00	4,416,000.00	4,416,000.00	4,443,458.53		194	7,490.93	4.17%
Total / Average			0.66	105,865,824.99	105,865,824.99	105,865,824.99	105,893,283.52		65	7,490.93	1.00

TOWN OF LITTLE ELM

Investment Portfolio Summary

Quarter Ending 6/30/2021



Investment Policy Compliance | Maturity Range

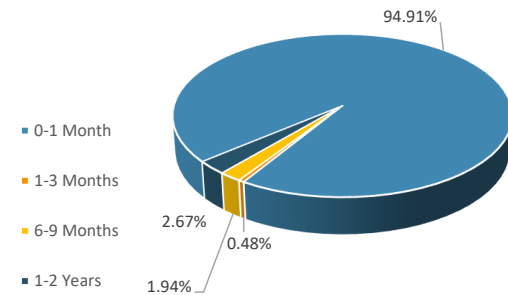
Maturity Range	% of Portfolio	YTM @Cost	Days to Maturity	Book Value
0-1 Month	94.91%	1.13	1	96,023,496.18
1-3 Months	0.48%	1.10	73	490,000.00
6-9 Months	1.94%	1.05	182.5714	1,960,000.00
1-2 Years	2.67%	1.26	367.1818	2,705,000.00
	100.00%	1.04%	88	101,178,496.18

Maturity Range	% of Portfolio	YTM @Cost	Days to Maturity	Book Value
0-1 Month	95.83%	0.27	1	101,449,824.99
6-9 Months	1.85%	1.05	92	1,960,000.00
1-2 Years	2.32%	1.25	276	2,456,000.00
	100.00%	0.86%	65	105,865,824.99

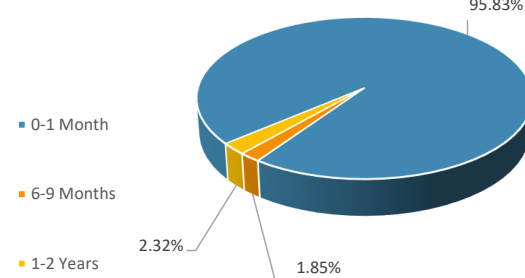
Investment Policy Compliance

Authorized Investments	Days	Compliance
Maturity Range not to exceed 2 Years	65	Yes

3/31/2021



6/30/2021



Town of Little Elm
Portfolio Holdings
Investment Portfolio - by Maturity Range
As of 6/30/2021

Description	CUSIP/Ticker	Maturity Date	Days To Maturity	Settlement Date	Book Value	Market Value	% of Portfolio
0-1 Month							
Independent Bank Pooled Cash MM	MM5236	6/30/2021	1		78,642,365.59	78,642,365.59	74.28%
Independent Bank Section 125 MM	MM3949	06/30/2021	1		54,596.93	54,596.93	0.05%
Independent Bank Dispersal Funds MM	MM3595	06/30/2021	1		886.05	886.05	0.00%
Independent Bank American Recovery Act MM	MM7177	06/30/2021	1		2,201,468.54	2,201,468.54	2.08%
Independent Bank CIP Reserve MM	MM7607	06/30/2021	1		2,133,813.31	2,133,813.31	2.02%
TexPool Consolidated Ops LGIP	LGIP449	06/30/2021	1		7,514,833.95	7,514,833.95	7.10%
TexPool Prime Consolidated Ops LGIP	LGIP590	06/30/2021	1		7,257,690.23	7,257,690.23	17.40%
TexPool Prime 2020 CO Bond LGIP	LGIP590	06/30/2021	1		3,644,170.39	3,644,170.39	3.44%
Total / Average 0-1 Month			1		101,449,824.99	101,449,824.99	95.83%
6-9 Months							
Centric Bank	15643KAG1	09/27/2021	89	09/27/2021	245,000.00	245,605.15	5.55%
Transportation Alliance Bank, Inc. BDA TAB Bank	89388CDU9	09/30/2021	92	09/30/2021	245,000.00	245,588.00	5.55%
Marlin Business Bank	57116ATY4	09/30/2021	92	09/30/2021	245,000.00	245,649.25	5.55%
Lakeland Bank	511640BA1	09/30/2021	92	09/30/2021	245,000.00	245,656.60	5.55%
Connectone Bank	20786ACZ6	09/30/2021	92	09/30/2021	245,000.00	245,619.85	5.55%
Village Bank	92705YAU4	09/30/2021	92	09/30/2021	245,000.00	245,619.85	5.55%
First Bank	31931TGJ8	09/30/2021	92	09/30/2021	245,000.00	245,619.85	5.55%
Celtic Bank	15118RUN5	09/30/2021	92	09/30/2021	245,000.00	245,619.85	5.55%
Total / Average 6-9 Months			92		1,960,000.00	1,964,978.40	1.85%
1-2 Years							
Berkshire Bank	084601WX7	03/31/2022	274	03/27/2020	245,000.00	247,124.15	5.55%
Nicolet National Bank	654062JU3	03/30/2022	273	03/30/2020	245,000.00	247,004.10	5.55%
Merrick Bank	59013KGR1	03/31/2020	274	03/31/2022	245,000.00	247,109.45	5.55%
Investors Bank	46176PMY8	03/31/2020	275	04/01/2022	245,000.00	247,214.80	5.55%
BMW Bank of North America	05580AWB6	03/31/2022	274	03/31/2020	245,000.00	247,393.65	5.55%
Blue Ridge Bank, National Association	09582YAD4	03/31/2022	274	03/31/2020	245,000.00	247,116.80	5.55%
Bank Leumi USA	063248KP2	03/31/2022	274	03/31/2020	245,000.00	247,410.80	5.55%
Cadence Bank	12738RFX7	04/01/2022	275	03/31/2020	245,000.00	247,131.50	5.55%
Capital One National Bank	14042RPL9	04/08/2022	282	04/08/2020	248,000.00	250,487.44	5.62%
Capital One Bank	14042TDG9	04/08/2022	282	04/08/2020	248,000.00	250,487.44	5.62%
Total / Average 1-2 Years			276		2,456,000.00	2,478,480.13	2.32%
Total / Average					105,865,824.99	105,893,283.52	1.00

TOWN OF LITTLE ELM

Investment Portfolio Summary

Quarter Ending 6/30/2021



Funds		Par Value	Book Value	Market Value	Accrued Interest
Cash Positions Bank					
Value at	3/31/2021	71,919,127.20	71,919,127.20	71,919,127.20	-
	Net Change	11,114,003.22	11,114,003.22	11,114,003.22	-
Value at	6/30/2021	83,033,130.42	83,033,130.42	83,033,130.42	-
Cash Positions Pool Investments					
Value at	3/31/2021	18,414,368.98	18,414,368.98	18,414,368.98	-
	Net Change	2,325.59	2,325.59	2,325.59	-
Value at	6/30/2021	18,416,694.57	18,416,694.57	18,416,694.57	-
Certificate of Deposit Negotiable					
Value at	3/31/2021	10,845,000.00	10,845,000.00	11,150,023.83	262,837.11
	Net Change	(6,429,000.00)	(6,429,000.00)	(6,706,565.30)	(255,346.18)
Value at	6/30/2021	4,416,000.00	4,416,000.00	4,443,458.53	7,490.93
Total Portfolio		Par Value	Book Value	Market Value	Accrued Interest
Value at	3/31/2021	101,178,496.18	101,178,496.18	101,483,520.01	262,837.11
	Net Change	4,687,328.81	4,687,328.81	4,409,763.51	(255,346.18)
Value at	6/30/2021	105,865,824.99	105,865,824.99	105,893,283.52	7,490.93

TOWN OF LITTLE ELM

Investment Portfolio Interest Earnings

Quarter Ending 6/30/2021



Interest Earnings

Funds	FY 2020 Interest Earnings	1st Qtr FY 2021	2nd Qtr FY 2021	Apr-21	May-21	Jun-21	3rd Qtr FY 2021
General Operating	408,184	32,589	57,383	18,928	14,261	13,331	46,520
Special Revenue Fund	63,758	12,258	13,255	5,542	5,033	5,340	15,915
Interest and Sinking	41,213	3,127	8,784	3,347	2,839	3,082	9,269
Equipment Replacement Fund	53,632	7,847	8,229	3,250	2,678	2,716	8,644
Enterprise Funds	424,323	62,325	79,127	21,217	17,356	18,565	57,137
Economic Agreements/TIRZ	66,432	4,304	3,698	1,851	715	1,121	3,687
Community Development 4B Corporation	9,095	1,835	2,798	877	788	875	2,540
General Capital Project Funds	303,605	22,272	22,825	8,279	7,632	7,741	23,652
Total Cash and Investments	1,324,115	146,557	196,099	63,291	51,302	52,770	167,363

Interest Earnings

Investment Type	FY 2020 Interest Earnings	1st Qtr FY 2021	2nd Qtr FY 2021	Apr-21	May-21	Jun-21	3rd Qtr FY 2021
Cash Positions Bank	922,000	95,219	127,560	47,991	50,306	48,470	146,767
Cash Positions Pooled	185,688	7,354	3,725	578	544	503	1,625
Certificate of Deposit Negotiable	216,427	43,984	64,814	14,722	453	3,797	18,971
Total Cash and Investments	1,324,115	146,557	196,099	63,291	51,302	52,770	167,363



Date: 08/03/2021
Agenda Item #: 5. D.
Department: Administrative Services
Strategic Goal: Ensure strong relationship within the community and region
Staff Contact: Rodney Harrison, Police Chief

AGENDA ITEM:

Consider Action to Approve an **Interlocal Agreement between the Town of Little Elm and the City of Lake Dallas to Provide Jail Services for Class C Misdemeanor Municipal Warrants.**

DESCRIPTION:

The Town of Little Elm Police Department has provided jail services for Class C Municipal prisoners for The City of Lake Dallas for the past four (4) years. The City of Lake Dallas Police Department is requesting the Town of Little Elm Police Department continue providing this service.

Jail services provided by the Town of Little Elm to the City of Lake Dallas for Class C Misdemeanor Municipal Warrants would be at a rate of \$50.00 per prisoner unless at the order of the Lake Dallas Judge the prisoner is required to layout any and all fine amounts. Additional time served beyond a 24-hour period will be accessed at a rate of \$25.00 per day. The rate includes housing, safeguarding personal property, providing meals, and 24-hour monitoring.

BUDGET IMPACT:

Funds received for these services will be deposited into the General Fund to offset costs associated with operations of the jail.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Lake Dallas ILA - Jail Services

**Town of Little Elm, Texas
Standard Contract for Services**

**Jail Services City of Lake Dallas - Class C Misdemeanor Municipal
Warrants**

This Agreement is made by and between the Town of Little Elm, Texas, a Texas home-rule municipality (hereinafter referred to as the "Town") and the City of Lake Dallas., (hereinafter referred to as the "City of Lake Dallas") for Jail Services, (hereinafter referred to as the "Service"). (Town and The City of Lake Dallas referred to hereafter collectively as "the Parties" or separately as "Party"). In consideration of the premises, covenants and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the Lake Dallas hereby agree as follows:

- 1. SCOPE OF SERVICES.** The Services to be performed are specified below. Deviations from the agreed-upon scope of work of such Services may be authorized from time to time by the Town in writing.

11 Jail Services provided by the Town to the City of Lake Dallas for Class C Misdemeanor Municipal Warrants shall be at a rate of \$50.00 per prisoner for the first twenty-four (24) hours after the prisoner has completed the booking process and placed in a cell in the Town's jail unless, by the order of the City of Lake Dallas Municipal Court Judge, the prisoner is required to layout any and all fine amounts. Any time served by a prisoner beyond the initial twenty-four (24) hour period after booking will incur an additional charge of \$25.00 per day for that prisoner. The rate paid by the City of Lake Dallas includes temporary housing for a prisoner, safeguarding a prisoner's personal property, providing meals to a prisoner, jail uniforms to prisoners (when appropriate) and 24 hour monitoring of prisoners.

12 Transportation of City of Lake Dallas's prisoners shall be provided by the City of Lake Dallas to the Town of Little Elm Jail.

13 Prisoner arraignment shall be the responsibility of the City of Lake Dallas Municipal Court Judge or the Judge's designee. All cost associated with arraignment will be the responsibility of the City of Lake Dallas.

14 The City of Lake Dallas will be responsible for collecting payment and processing fine/bond receipts associated with all of the City of Lake Dallas's prisoners.

- 2. SCHEDULE OF WORK.** The Town agrees to begin services beginning July 7, 2021.

3. **CONTRACT PERIOD.** The contract period for this Agreement is twelve (12) months from the date listed above. All pricing is to remain firm during this contract period. This Agreement is renewable for up two (2) additional one-year terms on an annual basis.
4. **COMPENSATION.** The Town's compensation for services and expenses to be incurred is specified in Section 1.
5. **PAYMENTS.** Payments for services provided by the Town are due monthly and shall be paid not later than thirty (30) days after the City's receipt of an invoice provided from the Town. The Town will provide detailed report / invoice for services rendered the prior month.
6. **INVOICING.** All invoices shall be submitted to the City of Lake Dallas as follows:

Attention:	Jennifer Fung, Finance Director
Address:	212 Main Street
City, State, Zip:	Lake Dallas, TX 75065

7. **INDEMNIFICATION AND PARTY LIABILITY.**

7.1. TO THE EXTENT ALLOWED BY LAW, EACH PARTY HERETO SHALL INDEMNIFY AND SAVE HARMLESS THE OTHER PARTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS FEES FOR INJURY OR DEATH TO ANY PERSON OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF THE PARTY, ITS OFFICERS, AGENTS, OR EMPLOYEES IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.

7.2 IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT, IN THE EXECUTION OF THIS AGREEMENT, NO PARTY WAIVES, NOR SHALL BE DEEMED HEREBY TO WAIVE, ANY IMMUNITY OR DEFENSE THAT WOULD OTHERWISE BE AVAILABLE TO OR AGAINST CLAIMS ARISING IN THE EXERCISE OF GOVERNMENTAL FUNCTIONS RELATING HERETO OR OTHERWISE. BY ENTERING INTO THIS AGREEMENT, THE PARTIES DO *NO!* CREATE ANY OBLIGATIONS EXPRESSED OR IMPLIED, OTHER THAN THOSE SET FORTH HEREIN, AND THIS AGREEMENT SHALL NOT CREATE ANY RIGHTS IN ANY PARTY NOT SIGNATORY HERETO. THE REMEDIES OF A PARTY HERETO WITH RESPECT TO A CLAIM AGAINST ANOTHER PARTY HERETO SHALL BE IMPAIRED BY THIS AGREEMENT WHEN THE CLAIM DOES NOT ARISE FROM THE USE AND OPERATION OF THE FACILITY.

7.3 EACH PARTY AGREES TO AND ACCEPTS FULL RESPONSIBILITY FOR THE ACTS, NEGLIGENCE AND/OR OMISSIONS OF SUCH PARTY'S OFFICERS, AGENTS AND EMPLOYEES PARTY'S IN THE EXECUTION AND PERFORMANCE OF THIS AGREEMENT.

8. TERMINATION OF CONTRACT. The Town or City of Lake Dallas may terminate this Agreement upon thirty (30) days written notice to the other Party.

9. NON-BINDING MEDIATION. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved informally by the Town and the City of Lake Dallas, the Town and the City of Lake Dallas agree to submit such disagreement to non-binding mediation in accordance with the Governmental Dispute Resolution Act (Chapter 2009, Texas Government Code) before pursuing any other legal remedy.

10. ENTIRE CONTRACT. This Agreement is the entire contract between the Town and the City of Lake Dallas concerning the Service. There are no understandings or contracts regarding the Service other than those incorporated herein. This Agreement may not be modified except by an instrument in writing signed by the Parties.

11. NOTICES. All notices and communications concerning this Agreement are to be mailed or delivered to the addresses shown below unless and until the other Party is otherwise notified in writing of a different address:

If to Town:

Town of Little Elm

Rebecca Hunter

Purchasing Agent

100 W. Eldorado

Little Elm, TX 75068

Contracts@littleelm.org

If to City of Lake Dallas

City of Lake Dallas

Mike Wilson

City Manager

212 Main Street

Lake Dallas, TX 75065

12. LEGAL CONSTRUCTION. If any one or more of the provision contained in this Agreement for any reason is held invalid, illegal or unenforceable in any respects by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included.

13. **GOVERNING LAW.** The validity of this Agreement and any of its term or provisions as well as the rights and duties of the Parties hereunder, shall be governed by and construed in accordance with Texas law. Exclusive venue for any legal action concerning this Agreement shall be in a state court of competent jurisdiction located in Denton County, Texas.
14. **ASSIGNMENT.** This Agreement may not be assigned by any Party without the prior consent of the other Party.
15. **SEVERABILITY.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.
16. **INTERLOCAL COOPERATION AGREEMENT; CURRENT FUNDS.** This Agreement constitutes an interlocal agreement between parties pursuant to the Interlocal Cooperation Act (Chapter 791, Texas Government Code) relating to a governmental function. In paying for any obligations pursuant to this Agreement, the paying party must make those payments from current funds available to the paying Party.
17. **COUNTERPARTS.** This agreement may be signed in multiple counters, each of which shall be deemed to be an original.
18. **EFFECTIVE DATE.** This Agreement shall be effective on the date indicated above once it is signed by authorized representatives of the Town and the City of Lake Dallas below.

(signatures on following page)

SIGNED AND AGREED this ____ day of _____, 2021.

TOWN OF LITTLE ELM

By: _____
Matt Mueller, Town Manager

ATTEST:

Caitlan Biggs, Town Secretary

SIGNED AND AGREED this 24th day of June, 2021.

CITY OF LAKE DALLAS

By: _____
Mike Wilson, Interim City Manager

ATTEST:

Codi Delcambre
Codi Delcambre, City Secretary

APPROVED AS TO FORM:

OKS GJC
Kevin B. Laughlin, City Attorney



Date: 08/03/2021
Agenda Item #: 5. E.
Department: Police
Strategic Goal: Provide a safe and welcoming environment for Little Elm residents and visitors
Staff Contact: Rodney Harrison, Police Chief

AGENDA ITEM:

Consider Action to Approve and Authorize the **Town Manager to Execute an Interlocal Agreement with the City of Frisco for Computer Forensics Lab Services.**

DESCRIPTION:

The Frisco Police Department has been awarded a regional grant to establish and provide computer forensic lab services to neighboring agencies. The purpose of the computer forensic lab is to increase the efficiency of computer crime investigations through the forensic examination of computers, cell phones, and other technology involved in crimes. In order to receive services, an interlocal agreement must exist.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

ILA Frisco Computer lab

INTERLOCAL AGREEMENT FOR COMPUTER FORENSICS LAB SERVICES

This Interlocal Agreement for Computer Forensics Lab Services ("Agreement") is entered into by and among the City of Frisco, Texas, a home-rule municipality ("Frisco"), and the City of Celina, Texas, a home-rule municipality ("Celina"), the Town of Little Elm, Texas, a home-rule municipality ("Little Elm"), and the Town of Prosper, Texas, a home-rule municipality ("Prosper") and together with Celina and Little Elm, the "Cooperating Cities"). Frisco and the Cooperating Cities are at times each referred to herein as a "party" or collectively as the "parties."

WHEREAS, Frisco has established a computer forensics lab to increase the efficiency of computer crimes investigations through the forensic examination of computers, cell phones and other technology involved in crimes related to large financial scams, the dark web, sexual assaults, internet crimes against children, promotion/possession of child pornography, stalking and narcotics trafficking (collectively, "Forensics Lab"); and

WHEREAS, Frisco's Forensics Lab has equipment and personnel capacity above and beyond the immediate needs of Frisco and has offered to make such equipment and personnel available for use in multi-agency partnerships involving the Cooperating Cities under the terms and conditions of this Agreement; and

WHEREAS, Frisco has determined that it is in the best interests of the public to share its Forensics Lab, equipment and personnel capabilities with the Cooperating Cities in order to facilitate more effective and efficient use of the Forensics Lab; and

WHEREAS, the Cooperating Cities have requested that Frisco provide such services to them, and Frisco has agreed to provide such services under the terms and conditions of this Agreement and pursuant to the provisions of Chapter 791 of the Texas Government Code (known as the Interlocal Cooperation Act); and

WHEREAS, the provision of such services is a governmental function that serves the public health and welfare and is of mutual concern to the parties; and

WHEREAS, the governing body of each party has approved this Agreement and have deemed it to be in the best interest of each such party to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. Performance of Services.

- a. Frisco shall provide to each of the Cooperating Cities, on a non-exclusive basis, computer forensic examination services through its Forensics Lab as requested by a Cooperating City and approved by Frisco (collectively, "Services"). In order to facilitate the Services, the requesting party shall provide to Frisco's designated representative all information, documents and materials required by Frisco to provide the Services, including but not limited to completed search warrant or consent forms, digital exam request forms, evidence submission forms, chain of

custody and other information, documents and materials required by Frisco.

- b. The requesting party shall be responsible for providing devices with ample storage space to store the extracted data. For example, for extractions of less than 50 gigabytes, two blu-ray discs shall be provided; for extractions from 51 to 128 gigabytes, two thumb drives with appropriate storage shall be provided; and for extractions of over 128 gigabytes, two hard drives or similar shall be provided. The requesting party will retrieve all devices from Frisco within seven days of the date Frisco provides notice that work is completed on such devices.
- c. The Cooperating Cities acknowledge and agree that the Services and the results of all work under this Agreement cannot be guaranteed because of potential technical difficulties and other issues beyond the control of Frisco. Frisco makes no representations, warranties, guarantees or other promises regarding the Services or the results of the work performed in connection with this Agreement and hereby disclaims the same.
- d. The Services shall not arbitrarily be withheld, but it is understood by the parties that unforeseen circumstances may arise which could prevent Frisco from providing Services at a particular time. In the performance of the Services, Frisco shall have the sole responsibility and discretion to determine priorities in the use of equipment and personnel.

2. **Term.** The term of this Agreement shall commence on the Effective Date of this Agreement and shall terminate on the date that is the first anniversary of the Effective Date (“Primary Term”), unless terminated earlier in accordance with this Agreement. On the completion of the Primary Term, this Agreement shall automatically renew for three (3) successive one (1) year periods (each a “Renewal Term”), unless terminated earlier in accordance with this Agreement.

3. **Termination.** This Agreement may be terminated on the occurrence of the following:

- a. A Cooperating City may terminate the Agreement as to that party only by providing the other parties written notice of termination at least thirty (30) days prior to the anticipated date of termination;
- b. Frisco may terminate the Agreement as all parties by providing the other parties written notice of termination at least thirty (30) days prior to the anticipated date of termination; or
- c. Mutual agreement of termination of the Agreement, executed in writing by all parties, without the requisite thirty (30) days prior written notice.

4. **Miscellaneous Provisions.**

- a. **Consideration.**
This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the

provisions hereof or by the mutual written agreement of the parties hereto.

- b. Notice. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or be delivered the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Celina, to: City of Celina
Attn: _____

If to Little Elm, to: Town of Little Elm
Attn: Lucy Gonzalez
88 W Eldorado
Little Elm, Texas 75068

If to Prosper, to: Town of Prosper
Attn: _____

If to Frisco, to: City of Frisco
Attn: _____
7200 Stonebrook Parkway
Frisco, Texas 75034

- c. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both parties.
- d. Venue and Governing Law. This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas, and both parties agree that venue shall be in Collin County, Texas.
- e. Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.
- f. Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate

and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

- g. Severability. The provisions of this Agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause or phrase of this Agreement shall be found to be contrary to the law, or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of this Agreement.
- h. No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- i. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- j. Assignment. This Agreement is not assignable.
- k. Immunity. It is expressly understood and agreed that, in the execution and performance of this Agreement, the parties have not waived, nor shall be deemed hereby to have waived, any immunity, governmental, sovereign and/or official, or defense that would otherwise be available to them 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.
- l. Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed, that each party has had an opportunity to confer with counsel, on the matters contained herein.
- m. Drafting Provisions. This Agreement shall be deemed to have been drafted equally by all parties hereto. The language of all parts of this Agreement shall be constructed as a whole according to its fair and common meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this Agreement.
- n. Independent Contractor. The parties agree and acknowledge that each party is not an agent of the other parties and that each party is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF FRISCO, TEXAS

_____, _____
Date: _____

ATTEST:

Kristi Morrow, City Secretary

CITY OF CELINA, TEXAS

_____, _____
Date: _____

ATTEST:

_____, City Secretary

CITY OF LITTLE ELM, TEXAS

_____, _____
Date: _____

ATTEST:

Caitlyn Biggs, Town Secretary

CITY OF PROSPER, TEXAS

_____, _____
Date: _____

ATTEST:

_____, City Secretary



Town Council Meeting

Date: 08/03/2021
Agenda Item #: 5. F.
Department: Public Works
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Jason Shroyer, Director of Public Works

AGENDA ITEM:

Consider Action to Approve a **Professional Services Contract with Freese and Nichols, Inc., for the West Side Water System Study in an Amount not to exceed \$97,155.**

DESCRIPTION:

As the Town continues to grow and develop, it is critical that we evaluate how that growth will impact our utility systems. This is particularly true of the water system on the west side of the Town, which includes all areas of the Town west of the Eldorado Bridge. These evaluations will aid the Town in all future planning efforts and provide crucial information for all future developers.

This study will be conducted in two phases, the first of which will evaluate the capacity of the water system and the second will look at the water quality. The scope will include the following:

1. Water Demand Projections Update: The consultant will update existing water demand information using current water meter data. They will also incorporate available information for planned developments and/or zoning to accurately determine future water use.
2. Water Model Update: The consultant will develop a model of the water system in the area to model both flow and pressures in the system.
3. System Capacity Evaluation: Utilizing the model, the consultant will evaluate the water systems ability to handle future development and growth.
4. Develop Water System Operations Modifications: The consultant will work with staff to develop recommendations for changes to pumping and storage operations.
5. Conduct Water Age Modeling: Utilizing the water system model, the consultant will also evaluate the age of the water in the system and determine how long the water is staying in the distribution system. From this analysis, the consultant will be able to make recommendations for future operational changes and projects such as, tank mixing systems, uni-directional fire hydrant flushing and chemical feed systems.

At the culmination of the study, the consultant will develop a report to outline all of their findings. This report will be analyzed by Town staff and recommendations for operations changes and future projects will be developed. We expect the project to take approximately 10 months to complete.

The Town has a great relationship with Freese and Nichols, and they have a strong history of performing these types of studies for municipalities.

BUDGET IMPACT:

Capital expenditures have been outlined in the Town's Capital Improvement Project Planning List and are funded by Water Impact Fees.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Westside Work Order

EXHIBIT B - WORK ORDER

MAPS # _____ MAPS DATE: _____

CONSULTANT NAME Freese and Nichols, Inc.

Pursuant to and subject to the referenced Master Agreement for Professional Services (MAPS), between the TOWN of Little Elm, Texas ("Owner"), and Consultant, Owner hereby requests that Consultant perform, and Consultant agrees to perform, the work described below upon the terms set forth in said MAPS and in this Work Order:

Work Order #: _____

Consultant Project #: _____

Project Name: West Side Water System Study

INVOICE SUBMITTAL

Billing Period:	Monthly-Through the end of each month, billed by the 10th of the following month.
Invoice Mailing Instructions:	<p>Mail to: TOWN of Little Elm Accounts Payable 100 W. Eldorado Pkwy. Little Elm, TX 75068</p> <p>Email to: accounts.payable@littleelm.org</p> <p>Include work order number, PO number, billing period, and project name,</p>

OWNER OPTIONAL INFORMATION:

1. **Work Site:** Consultant Offices unless otherwise stated.
2. **Work to be performed:** All work shall be in accordance with the scope listed below and as listed in the Master Agreement for Professional Services.
3. **Drawings / Plans are / are not attached.**
4. **Date and Time to Commence:** Upon Receipt of Purchase Order and Sign Work Order.
5. **Other:** N/A

CONSULTANT PROVIDED INFORMATION:

1. Scope of Work:

PROJECT DESCRIPTION

The West Side Water System Study (Project) is generally described as follows:

FNI understands that the Town of Little Elm is continuing to experience growth on the west side of its water distribution system. This area is served by a single 16-inch water line crossing Lake Lewisville. The Town needs to evaluate the system's capacity to serve growth and make recommendations to improve water quality. FNI will conduct the study in two phases to provide short-term answers to the Town. First, FNI will conduct a capacity study of the west side to determine if improvements are needed to serve the projected growth. Then FNI will evaluate the distribution system water quality and make recommendations for changes to system operations or recommend CIP projects. FNI will summarize the findings in a report.

SCOPE OF SERVICES

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

Phase A: West Side Capacity Evaluation

- A1. Kick-off Meeting: Freese and Nichols, Inc. (FNI) will attend a kick-off meeting with the Town to review scope of work, schedule, project goals, and data requirements. FNI will prepare and present a data request memorandum outlining data needs.
- A2. Data Collection and Review: FNI will obtain and review information from the Town including chlorine residuals, disinfection by-product levels, complaints database, TCEQ Reports, SCADA data, recent water usage data, water system mapping, flushing records, pump station operations, ground storage tank levels, North Texas Municipal Water District (NTMWD) data, and other available water quality data.
- A3. Water Demand Projections Update: FNI will update the existing water demand allocation by geocoding recent meter billing data from the Town including meter class (residential, commercial, etc.), consumption, and physical address for each individual meter in the Town's billing system. FNI will also utilize information on planned developments to develop future demand projections for the west side of the lake. Water demand projections will not be updated for the rest of the distribution system.
- A4. Water Model Update: FNI will develop hourly diurnal demand curves based on the Town's recent SCADA data for summer and winter conditions. FNI will update the water demand allocation in using geocoded billing data. FNI will conduct temporary pressure testing at up to sixteen (16) locations for model validation needs. Pressure testing will consist of a one-week time period. FNI will provide the pressure recorders and Town staff will install the pressure recorders on selected fire hydrants. FNI will conduct an extended period simulation (EPS) validation by matching modeled flows, levels, and pressures to recorded data.
- A5. System Capacity Evaluation: FNI will evaluate the existing water distribution system's ability to serve additional growth on the west side of the Town using the hydraulic model. FNI will evaluate system pressures, headloss, and velocities in the distribution system.
- A6. Progress Meeting: FNI will conduct a progress meeting with Town staff to present the findings of the model update, calibration, and existing system capacity analysis.

Phase B: West Side Water Quality Evaluation

- B1. Develop Water System Operations Modifications: Using the hydraulic model, FNI will analyze the pumping and storage operations to determine if enhancements can be made to mitigate water age, and more specifically, water quality issues. FNI will utilize the water model to determine if changing the operational range of the water levels in the elevated and ground storage tanks has a positive impact on water age and water quality.

- B2. Conduct Water Age Modeling: FNI will conduct water age modeling using the updated water model. Water age modeling will be performed for up to three (3) operational conditions. FNI will use water age model to evaluate the impact of operational modifications on water age in the distribution system. Large scale color mapping of water age will be developed.
- B3. Progress Meeting: FNI will meet with the Town to discuss the results of the water age modeling. FNI will present the findings of the analyses and discuss the path forward for the remainder of the tasks in the water quality evaluation.
- B4. Tank Mixing System Evaluation: FNI will review historical water data, drawings, and as-built data to determine the feasibility of a tank mixing system in the elevated or ground storage tanks in the water system. FNI will make tank mixing system recommendations that provide the most benefit to the water quality in the Town.
- B5. Uni-directional Flushing Recommendations: FNI will review and evaluate historical flushing data along with the customer complaints database to determine areas where focused unidirectional flushing (UDF) can be used to combat water quality issues. FNI will make recommendations for unidirectional flushing pilot locations throughout the Town. This scope does not include development of a detailed UDF Program for the Town.
- B6. Chemical Feed System Evaluation: FNI will perform a feasibility study to evaluate adding or modifying a chemical feed system (booster chlorination) at one or more of the Town's pump station or storage tank sites including:
- Ideal location(s)
 - Potential dosage rates
 - Injection point location
 - Triggers for activating booster chlorination
 - Conceptual layout
- FNI will conduct site visits to up to three (3) of the Town's pump stations to assist in the chemical feed evaluation.
- B7. Online Water Quality Monitoring: FNI will evaluate the benefit of installing monitors that continuously sample the water quality throughout the water system.
- B8. Draft Report: FNI will develop a draft Report of the Water System Evaluation. FNI will submit an electronic version (PDF) of the Draft Report for distribution to Town staff for review.
- B9. Meet with Town Staff: FNI will meet with the Town to discuss the Draft Report.
- B10. Final Technical Report: FNI will update the draft Report based on comments received by Town staff and prepare a final technical report. FNI will submit one (1) electronic PDF copy and ten (10) hardcopies of the final report to the Town.

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services. N/A

2. **Time Line:** FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services as follows:
- Complete Phase A of the project within 4 months of notice to proceed.
 - Deliver the draft report for Phase B of the project within 10 months of notice to proceed.
 - Deliver the final report within 2 weeks of receiving Town comments.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Town or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement.

3. **Compensation:** Consultant will provide Professional Services as outlined in the scope of work on a lump basis with an estimate to complete the work as follows:

TOTAL BASIC SERVICES (Lump Sum)

\$97,155


ACCEPTANCE:

This Work Order is accepted on the terms set forth herein and in the MAPS referenced above, as indicated by the signatures below.

TOWN OF LITTLE ELM

FREESE AND NICHOLS, INC.

Matthew Mueller, TOWN Manager



Scott A. Cole, Vice President

Printed Name & Title

Date

06/10/2021

Date

Town of Little Elm West Side Water System Study 6/9/2021 Detailed Cost Breakdown		Project Fee Summary	
		Basic Services	\$ 97,155
		Special Services	\$ -
		Total Project	\$ 97,155

Tasks				Labor										Total Hours	Total Labor Effort
Phase	Task	Basic or Special	Task Description	Jessica Vassar	Johnny Sullivan	Aaron Kams	Madeline Coley	Stephanie Neises	David Sloan	Daniel Huffines					
				Project Manager	Assistant Project Manager	Project Engineer	GIS	QA/QC	Sr. Water Treatment Engineer	Client Rep					
			Phase A: West Side Capacity Evaluation												\$ -
			Kick-off Meeting	4	4	6				4				18	\$ 3,087
			Data Collection and Review	2	10	12			8					32	\$ 5,745
			Water Demand Projections Update	4	10	12	6							32	\$ 4,393
			Water Model Update	6	16	24	12	2						60	\$ 8,215
			System Capacity Evaluation	6	16	20	8	4		4				58	\$ 8,762
			Progress Meeting	4	4	6				4				18	\$ 3,087
			Phase B: West Side Water Quality Evaluation												\$ -
			Develop Water System Operations Modifications	6	12	24		2		4				48	\$ 7,390
			Conduct Water Age Modeling	6	16	40	4	4						70	\$ 9,875
			Progress Meeting	4	4	6	2		4	4				24	\$ 4,431
			Tank Mixing System Evaluation	2	8	16			2					28	\$ 4,151
			Uni-directional Flushing Recommendations	2	4	8	2							16	\$ 2,184
			Chemical Feed System Evaluation	2	4	12	4		16					38	\$ 7,493
			Online Water Quality Monitoring	2	4	12	2		2					22	\$ 3,235
			Draft Report	4	16	20	8	4	4	2				58	\$ 9,049
			Meet with Town Staff	4	4	6				4				18	\$ 3,087
			Final Technical Report	2	4	12	4	2	1					25	\$ 3,623
															\$ -
															\$ -
															\$ -
Total Hours / Quantity				60	136	236	52	18	37	26	-	-	-	565	
Total Effort															\$ 87,806

Town of Little Elm West Side Water System Study 6/9/2021 Detailed Cost Breakdown				Project Fee Summary											
				Basic Services	97,155										
				Special Services	-										
				Total Project	97,155										

Tasks				Expenses										
Phase	Task	Basic or Special	Task Description	Tech Charge	Miles	Meals	Hotel	B&W (sheet)	Color (sheet)	Binding (each)	Lg Format - Bond - B&W (sq. ft.)	Lg Format - Glossy/Mylar - B&W (sq. ft.)	Other	Total Expense Effort
			Phase A: West Side Capacity Evaluation											\$ -
			Kick-off Meeting	18	140	50								\$ -
			Data Collection and Review	32										\$ 289
			Water Demand Projections Update	32										\$ 272
			Water Model Update	60										\$ 272
			System Capacity Evaluation	58									3300	\$ 4,305
			Progress Meeting	18	140	50								\$ 493
														\$ 289
														\$ -
			Phase B: West Side Water Quality Evaluation											\$ -
			Develop Water System Operations Modifications	48										\$ 408
			Conduct Water Age Modeling	70										\$ 595
			Progress Meeting	24	140	50								\$ 340
			Tank Mixing System Evaluation	28										\$ 238
			Uni-directional Flushing Recommendations	16										\$ 136
			Chemical Feed System Evaluation	38										\$ 323
			Online Water Quality Monitoring	22										\$ 187
			Draft Report	58										\$ 493
			Meet with Town Staff	18	140	50								\$ 289
			Final Technical Report	25					800	10	20			\$ 420
														\$ -
														\$ -
														\$ -
Total Hours / Quantity				565	560	200	-	-	800	10	20	-	3,300	
Total Effort				\$ 4,803	\$ 314	\$ 230	\$ -	\$ -	\$ 200	\$ 3	\$ 5	\$ -	\$ 3,795	\$ 9,349

Town of Little Elm West Side Water System Study 6/9/2021 Detailed Cost Breakdown	Project Fee Summary	
	Basic Services	97,155
	Special Services	-
	Total Project	97,155

[illegible]



Town Council Meeting

Date: 08/03/2021
Agenda Item #: 5. G.
Department: Finance
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to Approve **Ordinance No. 1622 Establishing the 2021 Certified Appraisal Roll.**

DESCRIPTION:

Section 26.04 of the Texas Tax Code mandates that a taxing unit's assessor "shall submit the appraisal roll for the unit showing the total appraised, assessed, and taxable values of all property and the total taxable value of new property to the governing body of the unit by August 1 or as soon thereafter as practicable."

The roll lists all taxable property and values within the Town limits for 2021. The Town will also be required to approve the tax roll after the property tax rate is set.

There are four main parts to the property tax system. First, the Denton Central Appraisal District (DCAD) set the value of the property within Little Elm each year. Second, the Appraisal Review Boards (ARB's) settle any disagreements between taxpayers and the appraisal district about the value of the property.

Third, by contract the Denton County Tax Collector's office performs tax collection for the Town. The office also calculates the no-new-revenue tax rate and voter-approval tax rate required by state law.

Finally, the Town decides how much money it will need to provide services to the community. This determines the total amount of taxes that will need to be collected and the tax rate required produce this amount.

The total freeze adjusted taxable value on the 2021 appraisal roll, including certified values under protest, is \$4,880,922,833, which is 11.75% higher than last year. The total value before the freeze adjustment is \$5,210,188,414.

Once the tax rate is approved, the Town will be able to begin collecting its 2021 tax levy (i.e.

property tax revenue). These funds will be used to cover operating and maintenance expenses as well as debt service.

BUDGET IMPACT:

As presented in the proposed budget book for FY 2021 - 2022.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Ordinance No. 1622 Certified Appraisal Roll

DCAD Letter of Certification

ORDINANCE NO. 1622

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, APPROVING THE 2021 APPRAISAL ROLL; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Denton Central Appraisal District (DCAD) prepare the certified appraisal rolls and rolls under protest of the taxable property in the Town of Little Elm, Texas (Town); and

WHEREAS, the Town uses the certified appraisal rolls and rolls under protest received from the DCAD to calculate the tax rate and voter-approval tax rate applicable to taxable property in the Town; and,

WHEREAS, approval by the Town of the certified appraisal roll is required by state law as an integral part of the Town's ability to levy and collect property taxes.

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

Section 1. All of the above premises are hereby found to be true and correct legislative and factual determinations of the Town and they are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

Section 2. The Town Council hereby approves the certified total taxable (before freeze loss) value on the 2021 appraisal roll of the Town in the amount of \$5,210,188,414 assessed valuation, based on the certified appraisal rolls and rolls under protest as approved by the Appraisal Review Boards of DCAD.

Section 3. Any and all ordinances, resolutions, rules, regulations, policies, or provisions in conflict with the provisions of this Ordinance are hereby repealed and rescinded to the extent of the conflict herewith.

Section 4. Should any paragraph, sentence, provision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance, as a whole or any part or provision thereof, other than the part or parts adjudged to be invalid, illegal, or unconstitutional

READ and ADOPTED on the 3rd day of August, 2021.

APPROVED:

Curtis Cornelious, Mayor

ATTEST:

Caitlan Biggs, Town Secretary

TRANSMITTAL OF APPRAISAL RECORDS
TO THE APPRAISAL REVIEW BOARD

May 12, 2021

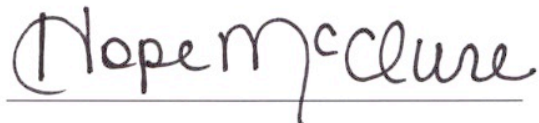
"I, Hope McClure, Chief Appraiser for the Denton Central Appraisal District,

solemnly swear that I have made, or caused to be made, a diligent inquiry to

ascertain all property in the district subject to appraisal by me, and that I have

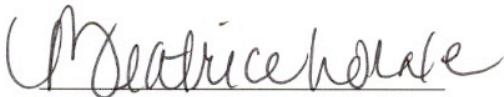
included in the records all property that I am aware of at an appraised value

determined as required by law."



HOPE MCCLURE, CHIEF APPRAISER

DENTON CENTRAL APPRAISAL DISTRICT



BEATRICE LORNE

NOTARY PUBLIC

EXPIRES: 02-08-2023

APPRAISAL REVIEW BOARD

DENTON COUNTY, TEXAS

ORDER APPROVING APPRAISAL RECORDS
FOR 2021

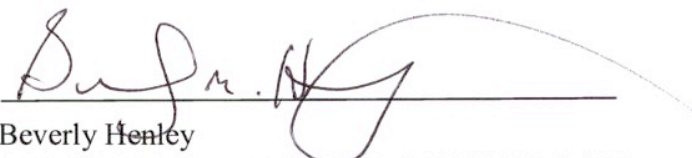
On July 20, the Appraisal Review Board of Denton County, Texas, met to approve the appraisal records for tax year 2021.

The Board finds that the appraisal records, as corrected by the Chief Appraiser according to the orders of the Board, should be approved.

The Board finds that the sum of the appraised values, as determined by the Chief Appraiser, on all properties on which protests have been filed but not determined by this Board is five percent or less of the total appraised value of all other taxable properties.

The Board therefore APPROVES the appraisal records as corrected.

Signed on July 20, 2021



Beverly Henley
CHAIRPERSON APPRAISAL REVIEW BOARD



Town Council Meeting

Date: 08/03/2021
Agenda Item #: 5. H.
Department: Finance
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to Approve the **Schedule for the Public Hearing on the FY 2021 - 2022 Proposed Budget.**

DESCRIPTION:

Chapter 102 of the Texas Local Government Code requires the Town to hold a public hearing on the proposed budget and publish the notice for this meeting in addition to the notice required under Truth in Taxation guidelines.

August 17, 2021 is a regular meeting date of the Town Council. This date meets the Public Hearing requirements of the Local Government Code. Given the timelines for publishing in the Denton Record Chronicle, staff will be submitting the notice of the public hearing on the proposed budget to print in the August 7, 2021 Denton Record Chronicle.

BUDGET IMPACT:

Funding to cover the cost to publish the notice is budgeted in the Town Finance's office.

RECOMMENDED ACTION:

Staff recommends approval.



Town Council Meeting

Date: 08/03/2021
Agenda Item #: 5. I.
Department: Finance
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to Approve the **Schedule for the Public Hearing for the FY 2021-2022 Proposed Tax Rate.**

DESCRIPTION:

Town staff is proposing to schedule the public hearing for the tax rate on Tuesday, September 7, 2021, at 6:00 p.m. at Town Hall, located at 100 W Eldorado Parkway, Little Elm, TX, 75068.

Section 26.05(d) of the Texas Property Tax Code requires taxing entities to hold one public hearing and publish newspaper ads before adopting a tax rate that exceeds the lower of the voter-approval tax rate or the no-new-revenue tax rate.

Section 26.06(d) of the Texas Property Tax Code states the governing body may vote on the proposed tax rate at the public hearing. If the governing body does not vote on the proposed tax rate at the public hearing, the governing body shall announce at the public hearing the date, time, and place of the meeting at which it will vote on the proposed tax rate.

Section 26.06(e) of the Texas Property Tax Code states that a meeting to vote on the tax increase may not be held later than the seventh day after the date of the public hearing. Due to this limitation, we are requesting to hold the public hearing and vote on the tax rate on September 7, 2021, which is a regular meeting date of the Town Council. A hearing on this date satisfies tax code requirements.

BUDGET IMPACT:

Funding to cover the cost to publish the notice of public hearing is budgeted for in the Finance department budget.

RECOMMENDED ACTION:

Staff recommends approval.





Town Council Meeting

Date: 08/03/2021
Agenda Item #: 5. J.
Department: Development Services
Strategic Goal: Promote and expand Little Elm's identity
Staff Contact: Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Award **Bid 2021-20 for the Community Wayfinding Signage Project to Image Manufacturing Group in an Amount Not to Exceed \$487,966.00.**

DESCRIPTION:

On June 29, 2021, The Town received bids for the Town of Little Elm Community Wayfinding Signage Project. Bids were advertised in the local paper and posted on the Town's eProcurement system. Four (4) vendors responded. The lowest responsible bidder is Image Manufacturing Group of Norcross, Georgia, after the apparent low bidder was dis-qualified for submitting an incomplete bid.

The project consists of installing new community wayfinding signage at various locations within the Town. The goal of the project is to provide attractive and informative signage directing the public to Town buildings, landmarks, and other destinations. The project also includes updates to several existing monument signs within the Town limits. The project was originally intended to be completed in three phases, however the pricing submitted by the contractor includes the costs for all phases and is within the currently available funding.

BUDGET IMPACT:

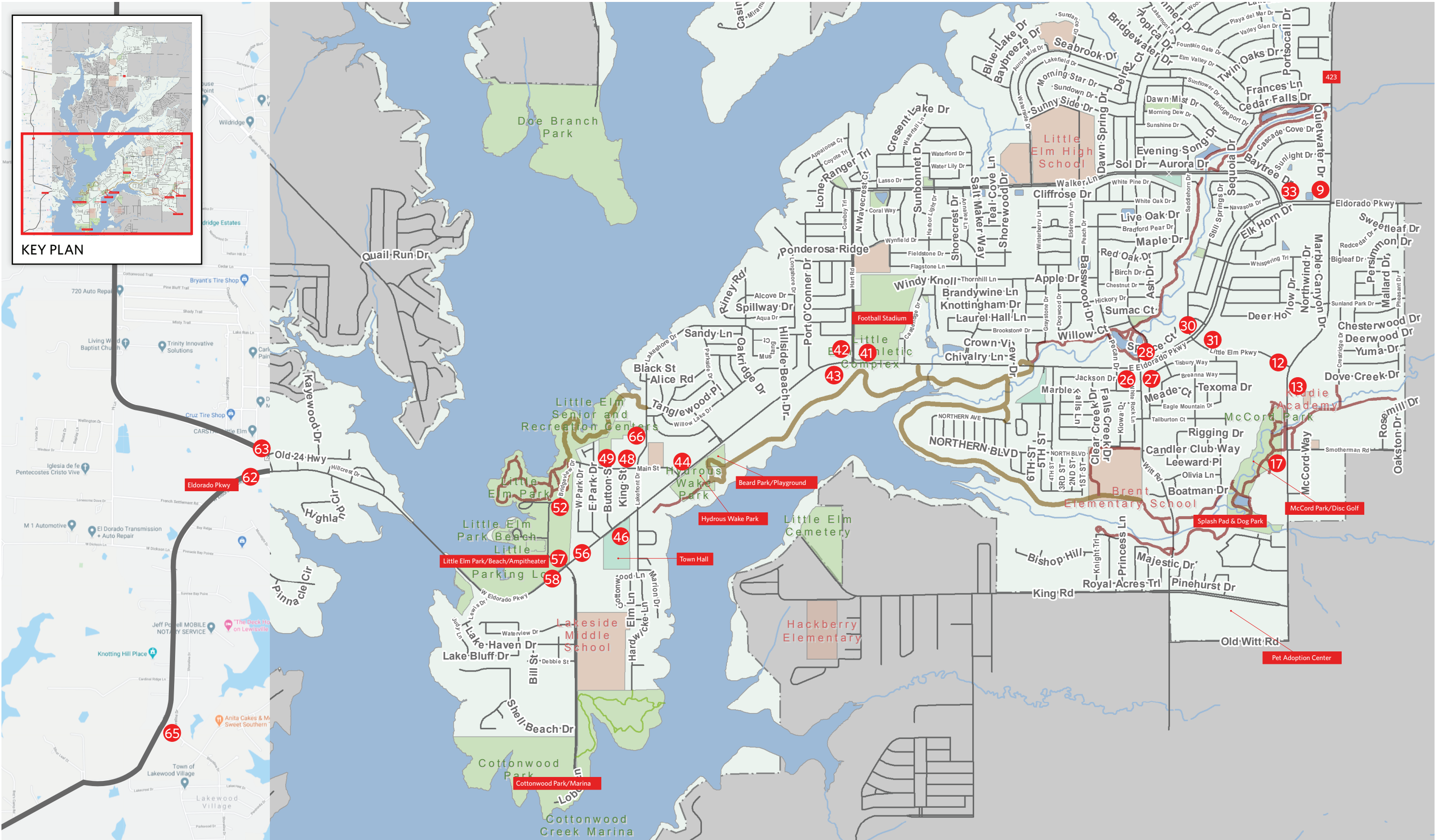
Funding for the project cost of \$487,966.00 is available in the Landscape/Streetscape Fund. Expenditures will not exceed the appropriated funding without the prior approval of Town Council.

RECOMMENDED ACTION:

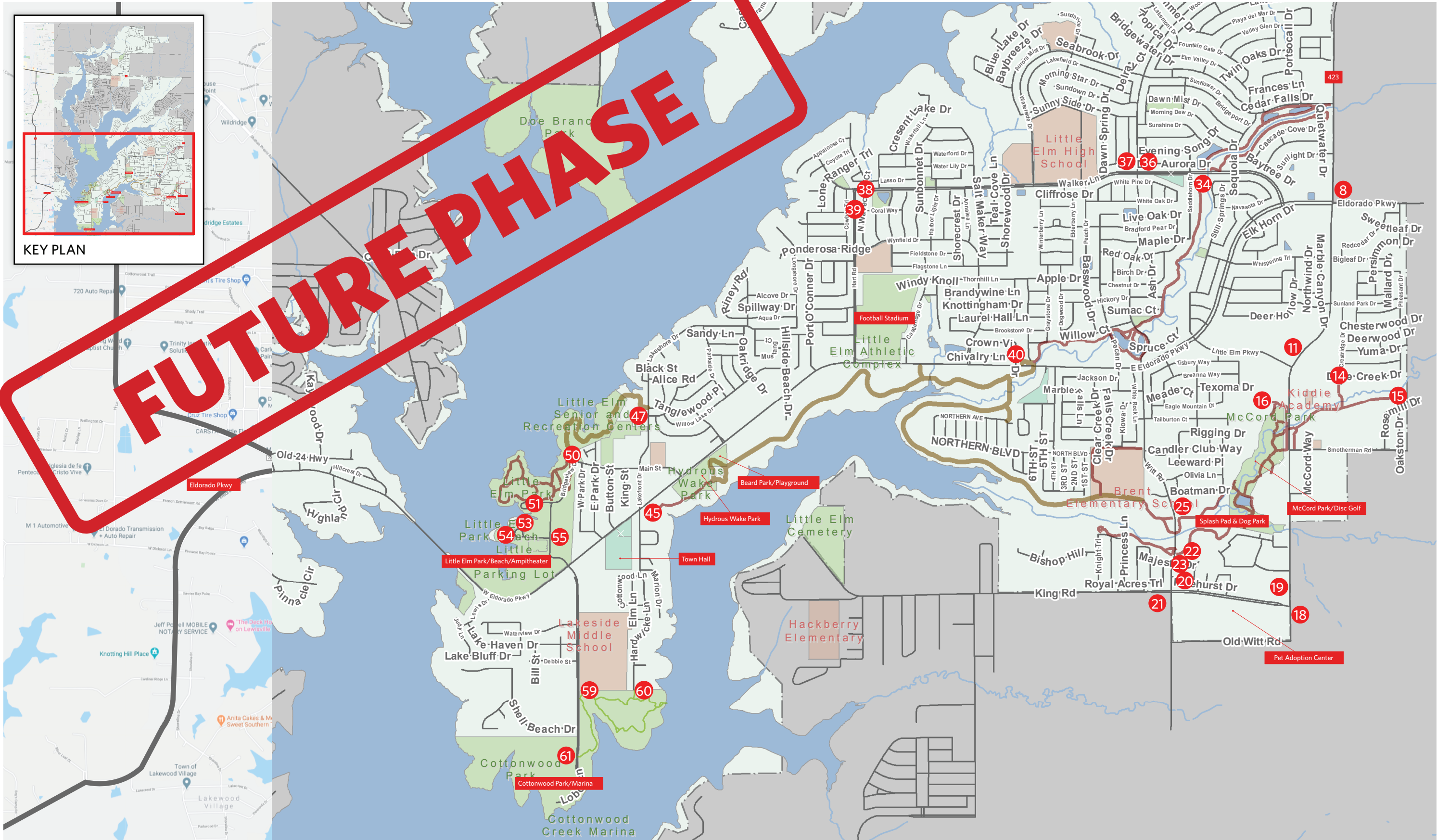
Staff recommends approval.

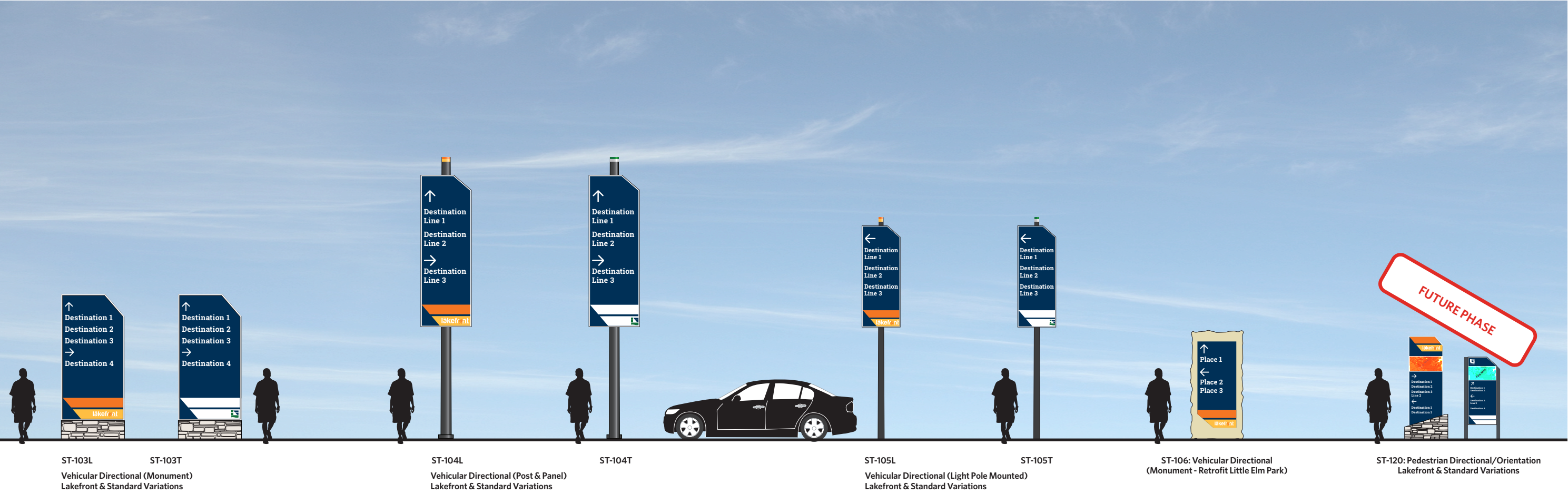
Attachments

Sign Location Plan
Example Sign Graphics









All painted surfaces to receive 2 coats of Matthews 6178SP/01 High Performance Clear



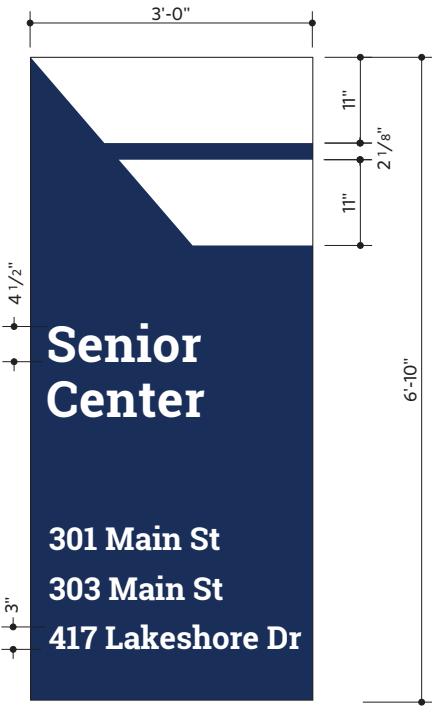
1 ST-102A(Alternate Layout) & 102C: Elevation
SCALE: 1/2"=1'-0"

ST-102C
2" aluminum pan painted C2 with returns painted C3;
graphics are DTS UV printed with clear coat finish;
mount flush to existing stone structure;
REMOVE ALL EXISTING APPLIED LETTERS; (SIGN IS ON BOTH SIDES OF WALL)

align
ST-102A (alternate Layout)
see ST-102 for typical specs



3 Existing Condition (Remove Existing Lettering)
SCALE: NONE



2 ST-102A: Alternate Layout
SCALE: 1/2"=1'-0"



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PROJECT NAME/PROJECT CODE
**Town of Little Elm
Exterior Wayfinding**
19ELM001

ISSUES/REVISIONS
17AUG2020 Initial Programming
27AUG2020 TxDOT Review
23NOV2020 TxDOT Review
16MAR2021 Review
30APR2021 Design Intent

PAGE TITLE / ELEMENT TYPE
**ST-102C:
Destination Identification
(Monument Retrofit)
Elevation**

SHEET NUMBER
G14



Town Council Meeting

Date: 08/03/2021
Agenda Item #: 5. K.
Department: Finance
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to Accept the **Submission of the 2021 No-New-Revenue Tax Rate of \$0.631493 per \$100 Taxable Value and the Voter-Approval Tax Rate of \$0.643948 per \$100 Taxable Value.**

DESCRIPTION:

State law requires municipalities to submit to their governing boards and publish in a local newspaper a notice showing their no-new-revenue and voter-approval tax rates and the notice-and-hearing limit for the upcoming fiscal year. The no-new-revenue rate will produce the same amount of tax revenue if applied to the same properties in both years. The voter-approval rate is the highest tax rate the Town can set without holding an election to seek voter approval of the rate.

All taxing units that levied property taxes in 2020 and intend to levy them in 2021 must calculate a no-new-revenue tax rate and a voter-approval tax rate. Although the actual calculation is more detailed, the Town's no-new-revenue tax rate is generally equal to the prior year's taxes divided by the current taxable value of properties that were also on the tax roll in the prior year.

The no-new-revenue tax rate is intended to enable the public to evaluate the relationship between taxes for the current year and taxes that a proposed tax rate would produce if applied to the same properties taxed in both years.

The voter-approval tax rate is split into separate components: an operating and maintenance rate and a debt rate. The voter-approval rate calculation allows municipalities to raise 3.5 percent of the prior year's operating and maintenance money, plus the necessary debt rate.

State law also requires municipalities to publish the no-new-revenue tax rate and a voter-approval tax rate, and to hold one public hearing if the proposed tax rate exceeds the lower of the no-new-revenue or voter-approval tax rate. Because the Town's proposed tax rate of \$0.643948 is higher than the no-new-revenue tax rate of \$0.631493, the Town is required to hold one public hearing on the tax rate.

The taxation calculation worksheet will be available prior to the meeting.

BUDGET IMPACT:

Proposed tax rate is reflected in the Town's proposed budget.

RECOMMENDED ACTION:

Staff recommends approval.



Date: 08/03/2021
Agenda Item #: 6. A.
Department: Finance
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Present and Discuss the **Submission of the Fiscal Year 2021-2022 Proposed Budget and Budget Message by the Town Manager.**

DESCRIPTION:

In accordance with Town Charter, the referenced documentation completes the Town Manager's submission of the Proposed Budget and Budget Message for Fiscal Year (FY) 2021-2022. The FY 2021-2022 Proposed Budget, including the Budget Message from the Town Manager, was submitted to the Town Council under separate cover.

The proposed budget has been filed in the Town Secretary's office and posted on the Town's website for public review.

BUDGET IMPACT:

FY 2021-2022 Proposed Budget and Five-Year Financial Plan.

RECOMMENDED ACTION:

Information only, no action required.



Town Council Meeting

Date: 08/03/2021
Agenda Item #: 6. B.
Department: Finance
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Present, Discuss, and Consider Action on **Resolution No. 0803202102 for the Proposed FY 2021-2022 Property Tax Rate.**

DESCRIPTION:

This agenda item is to set the proposed tax rate to publish for consideration. According to Section 26.05(d) of the Property Tax Code, the Town is required to hold one public hearing and publish in a newspaper ad **if** proposing to consider a tax rate that exceeds the no-new-revenue rate or voter-approval rate, whichever is lower. The rate the Town finally adopts *can be lower* than the proposed and published rate, but *it cannot exceed it* without undergoing the required posting requirements and timeframes.

Town staff recommends that the Town Council propose a rate of \$0.643948 per \$100 in valuation.

This item requires a record vote.

BUDGET IMPACT:

Cost to publish the notice is budgeted, if required.

RECOMMENDED ACTION:

Staff recommends approval.

If making the motion according to staff's recommendation, please use the following:

I move to accept Resolution No. 0803202102 and place a proposal to adopt a FY 2021-2022 tax rate of \$0.643948 per \$100 of valuation on the September 7, 2021, Town Council Agenda.

RESOLUTION NO. 0803202102

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, TO TAKE A RECORD VOTE TO PLACE A PROPOSAL FOR ADOPTION OF THE FISCAL YEAR 2021-2022 BUDGET AND TAX RATE ON THE SEPTEMBER 7, 2021 AGENDA; SPECIFYING THE PROPOSED PROPERTY TAX RATE; ESTABLISHING DATES FOR PUBLIC HEARINGS ON THE PROPOSED PROPERTY TAX RATE; AND PROVIDING FOR THE PUBLICATION AS PROVIDED BY THE TEXAS PROPERTY TAX CODE.

WHEREAS, the Town of Little Elm has received the calculated no-new-revenue and voter-approval tax rates information as presented by the Denton County Tax Assessor/ Collector's Office; and

WHEREAS, the proposed tax rate of \$0.643948 exceeds the no-new-revenue tax rate of \$0.631493 and does not exceed the voter-approval tax rate of \$0.643948. Statute requires one public hearings in order to entitle the Town Council to consider acceptance and adoption of an ordinance levying a proposed tax rate; and

WHEREAS, the Texas Property Tax Code Chapter 26, as heretofore amended, provides the specific procedures in which to consider the proposed tax rate;

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

SECTION 1. The Town of Little Elm placed a proposal for adoption of the budget and tax rate for fiscal year 2021-2022 on the agenda for the September 7, 2021 Council meeting.

SECTION 2. The Town of Little Elm will hold one public hearing on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 1.97 percent (percentage by which proposed tax rate exceeds lower of voter-approval tax rate or no-new-revenue tax rate calculated under Chapter 26, Tax Code).

SECTION 3. Public Hearings shall be held on August 17, 2021 for the budget and September 7, 2021 for the budget and tax rates at 6:00 p.m. in the Council Chambers at Little Elm Town Hall, 100 W. Eldorado Parkway, Little Elm, Texas 75068 to receive public comment.

SECTION 4. The Council of the Town of Little Elm, Texas met in a public meeting on August 3, 2021, and accepted this resolution with a majority vote as follows:

Mayor Curtis Cornelious	YEA ____	NAY ____	ABSTAIN ____	ABSENT ____
Mayor Pro Tem Neil Blais	YEA ____	NAY ____	ABSTAIN ____	ABSENT ____
Council Member Tony Singh	YEA ____	NAY ____	ABSTAIN ____	ABSENT ____
Council Member Neil Blais	YEA ____	NAY ____	ABSTAIN ____	ABSENT ____
Council Member Lisa Norman	YEA ____	NAY ____	ABSTAIN ____	ABSENT ____
Council Member Jeremy Lukas	YEA ____	NAY ____	ABSTAIN ____	ABSENT ____
Council Member Michael McClellan	YEA ____	NAY ____	ABSTAIN ____	ABSENT ____

READ and ADOPTED on the 3rd day of August 2021.

APPROVED:

Curtis Cornelious,
Mayor

ATTEST:

Caitlan Biggs,
Town Secretary



Date: 08/03/2021
Agenda Item #: 6. C.
Department: Administrative Services
Strategic Goal: Ensure strong relationship within the community and region
Staff Contact: Mayor Curtis J. Cornelious

AGENDA ITEM:

Present, Discuss, and Consider Action on **Appointing Town Council Member(s) to the Council Interview Committee for Boards and Commissions.**

DESCRIPTION:

The Town Council has a subcommittee of three Council Members to interview applicants for boards and commissions and to make recommendations to Town Council on the appointments. This item is to appoint Council Members for 2021 - 2022.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff requests direction from Town Council.
