



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

**Tuesday, September 7, 2021  
6:00 PM**

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

1. **Call to Order Council Workshop at 6:00 p.m.**
  - A. Invocation.
  - B. Pledge to Flags.
  - C. Items to be Withdrawn from Consent Agenda.
  - D. Emergency Items if Posted.
  - E. Request by the Town Council for Items to be Placed on a Future Agenda for Discussion and Recognition of Excused Absences.
  - F. Presentation of Monthly Updates.
  - G. Town Council to Highlight Items on the Agenda Needing Further Discussion or Comments Prior to the Regular Session.
2. **Presentations.**
  - A. Present a **Proclamation Declaring September 2021 as LIVE UNITED Month.**

- B. Present a **Proclamation Declaring the week of September 7-11, 2021 as Payroll Week.**
3. **Workshop.**
- A. **Comments from the Mayor.**
  - B. Present and Discuss **Nominations for the Denton County Appraisal District Board of Directors.**
  - C. Present and Discuss an **Update on US Highway 380.**
4. **Roll Call/Call to Order Regular Town Council Immediately Following Council Workshop.**
5. **Public Comments**  
*Persons may address the Town Council on any issue. This is the appropriate time for citizens to address the Council on any concern whether on this agenda or not. In accordance with the State of Texas Open Meeting Act, the council may not comment or deliberate such statements during this period, except as authorized by Section 551.072, Texas Government Code.*
6. **Consent Agenda**  
*All matters listed under the Consent Agenda are considered to be routine by the Town Council and require little or no deliberation. There will not be a separate discussion of these items and the agenda will be enacted by one vote. If the Council expresses a desire to discuss a matter listed, that item will be removed from the consent agenda and considered separately.*
- A. Consider Action to Approve the **Minutes for the August 17, 2021, Regular Town Council Meeting.**
  - B. Consider Action to Approve **Resolution No. 0907202102 Approving Certain Project Expenditures; Approved by the TIRZ #3 Board of Directors; Providing a Severability Clause; and Providing an Effective Date.**
  - C. Consider Action to Approve **Resolution No. 0907202103 Authorizing Execution of a Participation Agreement and Trust Instrument for Participation in a Public Funds Investment Pool, Designating the Board of Trustees of the Pool as an Agency and Instrumentality to Supervise the Pool, Approving Investment Policies of the Pool, Appointing Authorized Representatives and Designating Investment Officers.**
  - D. Consider Action to Approve **Retroactive Authorization for Repair of the Underground Stormwater Laterals and Concrete Street Sections Located Approximately Between 2024 and 2025 Waterview Drive.**

- E. Consider Action to Approve the **New Economic Development Board of Directors Appointees.**
  - F. Consider Action to Approve the **Termination of the Developers Agreement Between the Town of Little Elm and The Sanctuary Texas, LLC.**
  - G. Consider Action to Approve **Ordinance No. 1636 for a Boundary Adjustment with the Town of Little Elm and Lakewood Village.**
  - H. Consider Action to Approve an **Interlocal Cooperation Agreement For Law Enforcement Services in Lakewood Village Public Improvement District No. 1.**
  - I. Consider Action to Approve an **Interlocal Cooperation Agreement for Fire and Emergency Services in Lakewood Village Public Improvement District No. 1.**
  - J. Consider Action to Approve an **Interlocal Cooperation Agreement for Fire and Emergency Medical Services to the Town of Cross Roads.**
  - K. Consider Action to Approve **Appointing Kate Graham as Acting Town Secretary.**
  - L. Consider Action to Approve a **Service Agreement with SPAN, Inc. for Demand Response Transit Services for the 2020-2021 Fiscal Year.**
  - M. Consider Action to Award a **Construction Contract for the FM 423 Green Ribbon Landscaping Improvement Project (Contract #2021-21) to Central North Construction, LLC in an Amount not to Exceed \$1,394,311.50.**
  - N. Consider Action to Approve the **Final Acceptance of the Button Street Reconstruction Project.**
  - O. Consider Action to Approve the **Final Acceptance of the Little Elm Aquatic Center Project (Contract #2018-131).**
  - P. Consider Action to Approve an **Amended Development Agreement Between the Town of Little Elm and James Rooney Regarding the Property Located at 425 Witt Road.**
7. **Public Hearings.**
- A. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1635 Regarding a Proposed Text Amendment to Chapter 106 (Zoning) by Amending Sec.106.05.05 Nonconforming Uses and Structures in Order to Prohibit Reoccupancy of Abandoned Nonconforming Structures within the Town of Little Elm.**

**Open Public Hearing:**

**Receive Public Comments:**

**Close Public Hearing:**  
**Take Action on Ordinance No. 1635:**

- B. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1634 Regarding a Request for a Specific Use Permit for a Smoking Establishment, in Order to Allow for the Sale of Vaping Products, Generally Located at 800 West Eldorado Parkway, Suite 122, on the West Side of Lobo Lane, Approximately 384 feet South of Eldorado Parkway, within Little Elm's Town Limits.**

**Open Public Hearing:**  
**Receive Public Comments:**  
**Close Public Hearing:**  
**Take Action on Ordinance No. 1634:**

- C. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1633 Approving an Amendment to the Project and Financing Plan for Tax Increment Reinvestment Zone Number Three.**

**Open Public Hearing:**  
**Receive Public Comments:**  
**Close Public Hearing:**  
**Take Action on Ordinance 1633:**

- D. Hold a Public Hearing, Present, and Discuss the **Town's Proposed 2021 Property Tax Rate for the Town of Little Elm for Fiscal Year 2021-2022.**

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

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

- A. Present, Discuss, and Consider Action on **Ordinance No. 1631 Adopting a Budget and Appropriating Resources for Fiscal Year 2021-2022; Beginning October 1, 2021 and Ending September 30, 2022; In Accordance with Existing Statutory Requirements; Repealing All Conflicting Ordinances; Containing a Severability Clause; and Providing for an Effective Date.**
- B. Present, Discuss, and Consider Action on **Ratifying the Property Tax Revenue Increase Reflected in the Annual Budget for the Fiscal Year 2021-2022; Beginning October 1, 2021 and Ending September 30, 2022.**
- C. Present, Discuss, and Consider Action on **Ordinance No. 1632 Fixing the Tax Rate and Levy for the Town of Little Elm, Texas, for the Purpose of Paying the Current Expenses of the Town for the Fiscal Year ending September 30, 2022, and for the Further Purpose of Creating a Sinking Fund to Retire the Principle and Interest of the Bond Indebtedness of the City; Providing for a Lien on All Real and Personal Property to Secure Payment of Taxes Due Thereon; Containing a Severability Clause; Repealing All**

**Ordinances and Parts Thereof in Conflict Herewith; and Providing for an Effective Date.**

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

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

10. **Reconvene into Open Session**

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

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

11. **Adjourn.**

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

Persons with disabilities who plan to attend this meeting and who may need auxiliary aide of service such as interpreters for the hearing impaired, reader or large print are requested to contact the

secretary at 214-975-0452 two days prior to the meeting so appropriate arrangements can be made.  
**BRILLE IS NOT PROVIDED.**

Respectfully,

Town Secretary

**This is to certify that the above notice was posted on the Town's website and on the bulletin board at Town Hall this 2nd day of September 2021 before 5:00 p.m.**



**Date:** 09/07/2021  
**Agenda Item #:** 2. A.  
**Department:** Administrative Services  
**Strategic Goal:** Ensure strong relationship within the community and region  
**Staff Contact:** Caitlan Biggs, Director of Administrative Services/Town Secretary

---

**AGENDA ITEM:**

Present a **Proclamation Declaring September 2021 as LIVE UNITED Month.**

**DESCRIPTION:**

Mayor Cornelious will present a proclamation to United Way for Live United Month 2021.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Information only, no action required.

---

**Attachments**

United Way Proclamation



## *Proclamation*

**WHEREAS**, United Way of Denton County has been identifying Denton County's needs and responding to them for over 68 years; and

**WHEREAS**, United Way of Denton County is unparalleled in the power to assemble partners, providers, and resources to address the needs of neighbors in crisis; and

**WHEREAS**, United Way of Denton County works with a network of nonprofits across Denton County to address a variety of needs, including feeding those who face food insecurity; preparing children for success in school, work, and life; and connecting those in crisis with resources to pay bills, stay in their homes, and find employment; and

**WHEREAS**, United Way of Denton County remains committed more than ever before to bring people together to help our communities recover, rebuild and thrive;

NOW, THEREFORE, we declare **September 2021 LIVE UNITED Month** and ask you to join United Way of Denton County in calling on all residents of Little Elm, TX to LIVE UNITED.

Given under my hand and Seal of the Town of Little Elm, Texas, this 7th day of September, 2021.

---

Curtis J. Cornelious, Mayor of Little Elm



**Date:** 09/07/2021  
**Agenda Item #:** 2. B.  
**Department:** Administrative Services  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Kate Graham, Assistant to the Town Manager

---

**AGENDA ITEM:**

Present a **Proclamation Declaring the week of September 7-11, 2021 as Payroll Week.**

**DESCRIPTION:**

Mayor Cornelious will present a proclamation to the Town of Little Elm's payroll staff.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Information only, no action required.

---

**Attachments**

Payroll Week Proclamation



# *Proclamation*

**WHEREAS**, the American Payroll Association and its more than 20,000 members have launched a nationwide public awareness campaign that pays tribute to the nearly 150 million people who work in the United States and the payroll professionals who support the American system by paying wages, reporting worker earnings and withholding federal employment taxes; and

**WHEREAS**, payroll professionals in Little Elm, Texas play a key role in maintaining the economic health of Little Elm, Texas, carrying out such diverse tasks as paying into the unemployment insurance system, providing information for child support enforcement, and carrying out tax withholding, reporting and depositing; and

**WHEREAS**, payroll departments collectively spend more than \$2.4 trillion annually complying with myriad federal and state wage and tax laws; and Whereas payroll professionals play an increasingly important role ensuring the economic security of American families by helping to identify noncustodial parents and making sure they comply with their child support mandates; and

**WHEREAS**, payroll professionals have become increasingly proactive in educating both the business community and the public at large about the payroll tax withholding systems; and

**WHEREAS**, payroll professionals meet regularly with federal and state tax officials to discuss both improving compliance with government procedures and how compliance can be achieved at less cost to both government and businesses; and

**WHEREAS**, the week in which Labor Day falls has been proclaimed National Payroll Week;

NOW, THEREFORE, we declare the week of **September 7 through 11, 2021** **PAYROLL WEEK** and ask you to join us in giving additional support to the efforts of the people who work in Little Elm, Texas and of the payroll profession.

Given under my hand and Seal of the Town of Little Elm, Texas, this 7th day of September, 2021.

---

Curtis J. Cornelious, Mayor of Little Elm



**Date:** 09/07/2021  
**Agenda Item #:** 3. A.  
**Department:** Administrative Services  
**Strategic Goal:** Ensure strong relationship within the community and region  
**Staff Contact:** Mayor Curtis J. Cornelious

---

**AGENDA ITEM:**

**Comments from the Mayor.**

**DESCRIPTION:**

Comments from Mayor Curtis Cornelious.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Information only, no action required.

---



**Date:** 09/07/2021  
**Agenda Item #:** 3. B.  
**Department:** Administrative Services  
**Strategic Goal:** Ensure strong relationship within the community and region  
**Staff Contact:** Caitlan Biggs, Director of Administrative Services/Town Secretary

---

**AGENDA ITEM:**

Present and Discuss **Nominations for the Denton County Appraisal District Board of Directors.**

**DESCRIPTION:**

Each jurisdiction that levies a tax within Denton County may nominate by written resolution up to five people to be considered for the Denton County Appraisal District Board of Directors. An appraisal district board of directors hires the chief appraiser and sets the budget. The directors have no authority to set values or appraisal methods.

An appraisal district director must reside in Denton County for at least two years immediately preceding the date he or she takes office. Most residents are eligible to serve as a director. An individual that is serving on the governing body of a city, county, or school district is eligible to serve as an appraisal district's director. An employee of a taxing unit served by the appraisal district is not eligible to serve as a director. However, if the employee is an elected official, he or she is eligible to serve.

Those elected to the Board of Directors will serve a two-year term beginning January 1, 2022. David Terre is the current Vice Chairman and is seeking reelection for a 5th term. He is a member of The Colony City Council and was nominated by the Town of Little Elm in 2019. He has reached out to the Town to receive a nomination for 2021.

Nominations are due by October 15, 2021. Based on Council direction, a resolution with the nomination(s) will be brought forward at the September 21, 2021, meeting for Council approval.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Staff requests Town Council direction.





**Date:** 09/07/2021  
**Agenda Item #:** 3. C.  
**Department:** Administrative Services  
**Strategic Goal:** Ensure excellence in public services while keeping up with the growth in the community  
**Staff Contact:** Kate Graham, Assistant to the Town Manager

---

**AGENDA ITEM:**

Present and Discuss an **Update on US Highway 380.**

**DESCRIPTION:**

Town Manager Matt Mueller will give a presentation to Council updating them on the status of the US HWY 380 expansion project and other traffic concerns.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Information only, no action required.

---



**Date:** 09/07/2021  
**Agenda Item #:** 6. A.  
**Department:** Administrative Services  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Caitlan Biggs, Director of Administrative Services/Town Secretary

---

**AGENDA ITEM:**

Consider Action to Approve the **Minutes for the August 17, 2021, Regular Town Council Meeting.**

**DESCRIPTION:**

The minutes for the August 17, 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 - August 17, 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 AUGUST 17, 2021 - 6:00 p.m.

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

Staff Present: Joe Florentino, Assistant Town Manager; Matt Mueller, Town Manager; Chad Hyde, Director of Community Services; Deidre Hale, Human Resources Director; Doug Peach, Deputy Town Manager; Fred Gibbs, Director of Development Services; Jason Shroyer, Director of Public Works; Jennette Espinosa, EDC Executive Director; Kate Graham, Assistant to the Town Manager; Kelly Wilson, Chief Financial Officer; Paul Rust, Fire Chief; Robert Brown, Town Attorney; Rodney Harrison, Police Chief

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

***Called to order at 6:00p.m.***

**A. Invocation.**

***Mayor Pro Tem Neil Blais gave the invocation.***

**B. Pledge to Flags.**

***None.***

**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 introduced Director of Community Services Chad Hyde. He gave an update on The Cove hours due to school getting back into session. He stated that so far, we've had 6,583 family memberships, almost 1,600 combo memberships, for a total of 8,300 memberships. Over 45,000 day passes have been sold. Total summer attendance was just over 76,000 people. Average daily was almost 1,000 and weekends just over 2,000. There have been almost 300 parties at The Cove and 2,000 locker rentals. Cabana rentals have been just over 800. He stated that there have been over 750 swim lessons. He also mentioned that there has been almost \$100,000 generated in after hour bookings to date and are sold out through October.***

- 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 the **2021 Citizens Government Academy and Participants.**

***Town Manager Matt Mueller gave an overview of the Citizens Government Academy program and displayed a list of this year's participants. Due to the amount of applications received, the Town is able to offer an additional class that will occur on Wednesday afternoons prior to the evening session.***

- B. Present and Discuss **Proposed Amendments to Chapter 26 (Businesses and Business Regulations) to Establish Requirements and Regulations for Food Truck Operations within the Town.**

***Development Services Director Fred Gibbs gave an overview of the item in the attached presentation.***

***Mayor Pro Tem Neil Blais asked if it replaces the HOA special event permit. Gibbs stated that this would be a separate process.***

***EDC Executive Director Jennette Espinosa discussed the concept of the ghost kitchen for food trucks to utilize that do not have a brick and mortar store within Town limits. The ghost kitchen will be the applicant and will run their point of sales. Espinosa stated that the preference is for HOAs to book their food trucks through the ghost kitchen "On the Fly" so that the Town could receive the sales tax dollars.***

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

**4. Presentations.**

- A. Present a **Certificate of Recognition from the Mayor to the Little Elm Citizens on Patrol.**

*Mayor Cornelious presented a Certificate of Recognition to the Little Elm Citizens on Patrol.*

- B. Present a **Certificate of Recognition from the Town Manager for Outstanding Customer Service to Kristy McCarthy.**

*Town Manager Matt Mueller and Mayor Cornelious presented a Certificate of Recognition and Town Manager challenge coin to Kristy McCarthy.*

- C. Present **Certificates of Recognition from the Town Manager to Captain Brad Wilcox and Lieutenant Stoney Ward for Graduating from the Certified Public Manager Program.**

*Town Manager Matt Mueller, Mayor Cornelious, and Police Chief Rodney Harrison presented certificates of recognition and Town Manager challenge coins to Captain Brad Wilcox and Lieutenant Stoney Ward.*

- D. Present a **Certificate of Recognition from the Town Manager to Natasha Roach for Graduating from Oklahoma University's Economic Development Institute.**

*Mayor Curtis Cornelious and EDC Executive Director Jennette Espinosa presented Natasha Roach with a Certificate of Recognition for graduating from Oklahoma University's Economic Development Institute.*

- E. Present a **Certificate of Recognition from the Town Manager to Kylie Brooks for her Outstanding Administration of the Employee Wellness Program.**

*Town Manager Matt Mueller and Mayor Cornelious presented a certificate of recognition and Town Manager challenge coin to Kylie Brooks.*

**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.*

*Ella Welch, Krugerville resident, stated that Little Elm has been a big part of her family for 15 years now and is a wife of one of the Town's employees. She stated that the potential ILA contract for Fire Services with the Town of Crossroads would not be beneficial for the Town of Little Elm and requested Town Council do their research before approving the ILA.*

*Emma Dugas, Program Specialist and Law Enforcement Liaison with Mothers Against Drunk Driving, presented the Enforcement Hero award to Corporal Tanner Eisen for his dedication and commitment for DWI enforcement.*

*Kelly Berry, Crossroads resident, thanked the Town of Little Elm for being willing to enter into a contract for Fire Services with the Town of Crossroads. She gave a list of pros and cons*

***regarding the Town of Little Elm entering into the contract. She stated that it would not be beneficial for the Town of Little Elm to enter into the contract.***

**6. Consent Agenda**

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

Motion by Council Member Michael McClellan, seconded by Council Member Jeremy Lukas **to approve the consent agenda.**

**Vote:** 6 - 0 - Unanimously

- A. Consider Action to Approve the **Minutes from the August 3, 2021, Regular Town Council Meeting.**
- B. Consider Action to Approve the **Minutes from the August 4, 2021, Town Council Budget Workshop.**
- C. Consider Action to Approve the **Joint Election Agreement and Contract for Election Services with the Denton County Elections Administrator.**
- D. Consider Action to Approve **Ordinance No. 1623 Approving the 2021-2022 Annual Service Plan Update for the Lakeside Estates Public Improvement District No. Two.**
- E. Consider Action to Approve **Ordinance No. 1624 Approving the 2021-2022 Annual Service Plan Update for the Hillstone Pointe Public Improvement District No. Two.**
- F. Consider Action to Approve **Ordinance No. 1625 Approving the 2021-2022 Annual Service Plan Update for the Rudman Tract Public Improvement District.**
- G. Consider Action to Approve **Ordinance No. 1626 Approving the 2021-2022 Annual Service Plan Update for the Valencia Public Improvement District.**
- H. Consider Action to Approve **Ordinance No. 1627 Approving the 2021-2022 Annual Service Plan Update for the Spiritas Ranch Public Improvement District.**
- I. Consider Action to Approve **Ordinance No. 1628 Amending the Town of Little Elm's Employee Manual.**
- J. Consider Action to Approve the **Performance Agreement between Hurtado Barbecue Little Elm LLC, Little Elm and the EDC.**
- K. Consider Action to Approve the **Economic Development Corporation's Budget for FY 2021-2022.**
- L. Consider Action to Approve the **Extension of the Professional Services Agreement between Little Elm Economic Development Corporation and the Town of Little Elm.**

- M. Consider Action to Approve **Resolution No. 0817202102 Approving Certain Project Expenditures for TIRZ 4; Providing a Severability Clause; and Providing an Effective Date.**
- N. Consider Action to Approve **Resolution No. 0817202103 Approving a Negotiated Settlement Between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division Regarding the Company's 2021 Rate Review Mechanism Filing.**
- O. Consider Action to Approve **Resolution No. 0817202104 Approving Certain Project Expenditures for TIRZ 6; Providing a Severability Clause; and Providing an Effective Date.**
- P. Consider Action to Approve **Resolution No.0817202105 for an Incentive Agreement for the American Rescue Plan Act of 2021, COVID-19 Voucher Program.**
- Q. Consider Action to Approve the **Seventh Amendment to the Ground Lease Purchase Agreement between Hula Hut and Little Elm EDC.**
- R. Consider Action to Approve the **Sixth Amendment of the Chapter 380 Agreement between Hula Hut and the Town of Little Elm.**
- S. Consider Action To Approve a **Contract for \$64,671.99 with Evoqua Water Technologies for Wastewater Treatment Plant (WWTP) Odor Scrubber Repair.**
- T. Consider Action to Approve a **Facility Use Agreement with Silverado Rentals.**
- U. Consider Action to Approve a **Concession Agreement with Frios Gourmet Pops.**
- V. Consider Action to Approve an **Interlocal Cooperation Agreement between Denton County, Texas and Town of Little Elm, Texas for the Design, Right-of-Way Acquisition, and Utility Relocations associated with the Reconstruction of King Road from Witt Road to Rose Lane.**
- W. Consider Action to Approve an **Interlocal Cooperation Agreement between Denton County, Texas and the Town of Little Elm, Texas for the Design, Right-of-Way Acquisition, Utility Relocation, and Construction of Union Place, Promenade Lane, and Pergola Parkway Deceleration Lanes and Right-Turn Lanes onto and off of US 380 at Promenade and Pergola Parkway, and the Two Northern Lanes of Union Park Blvd from Winn Ridge Blvd to FM 1385.**
- X. Consider Action to Approve an **Interlocal Cooperation Agreement between Highway 380 Municipal Management District #1 and the Town of Little Elm, TX for the Design, Right-of-Way Acquisition, Utility Relocation, and Construction of Union Place, Promenade Lane, and Pergola Parkway Deceleration Lanes and Right-Turn Lanes onto and off of US 380 at Promenade and Pergola Parkway, and the Two Northern Lanes of Union Park Blvd from Winn Ridge Blvd to FM 1385.**

**7. Public Hearings.**

- A. Hold a Public Hearing, Present, Discuss, and Consider Action on the **Proposed Budget for the Town of Little Elm for Fiscal Year 2021-2022.**

***Town Manager Matt Mueller gave an overview of the proposed budget in the attached presentation.***

**Open Public Hearing: 7:33 p.m.**

**Receive Public Comments: *Brian Roads, Director of LEYSA Baseball, stated that he is supportive of the proposed projects for youth baseball and softball that will help these programs grow.***

**Close Public Hearing: 7:36 p.m.**

***Chief Financial Officer Kelly Wilson stated the budget would be adopted at the next meeting, as well as a public hearing on the tax rate and adoption of the tax rate.***

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

- A. Present, Discuss, and Consider Action on **All Matters Incident and Related to the Issuance and Sale of "Town of Little Elm, Texas, Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2021"**, including the Adoption of Ordinance No. 1629 Authorizing the Issuance of such Certificates of Obligation.

***Chief Financial Officer Kelly Wilson introduced the Town's Financial Advisor Mark McCliney with SAMCO and gave an overview of the bid results and the Town's recent bond rating upgrade to AA+.***

Motion by Mayor Pro Tem Neil Blais, seconded by Council Member Michael McClellan **to approve Ordinance No. 1629**. Council Member Jeremy Lukas abstained.

**Vote: 5 - 0 - Unanimously**

- B. Present, Discuss, and Consider Action on **Resolution 0817202101 Appointing a Mayor Pro Tem for a One-Year Term of Office and Providing an Effective Date.**

Motion by Council Member Tony Singh, seconded by Council Member Lisa Norman **to appoint Tony Singh as Mayor Pro Tem**. Motion Failed.

**Vote: 3 - 3**

***Council Member Lisa Norman asked for Town Manager Matt Mueller to clarify the role of the Mayor Pro Tem. He stated that this position serves in the capacity of the Mayor when he or she is unavailable. He stated that the liaison positions act as a point of contact between the board or commission and the Town Council.***

***Council Member Tony Singh suggested that Town Council consider a rotation program so that each Council Member could serve as Mayor Pro Tem and on each board or commission.***

***Town Attorney Robert Brown stated that the charter does not require a length of term for the Mayor Pro Tem position or determine the amount of times that the position can be appointed.***

Motion by Council Member Michael McClellan, seconded by Council Member Jeremy Lukas **to appoint Neil Blais as Mayor Pro Tem until the open Council Place 1 position is filled.**

**Vote: 5 - 1**

- C. Present, Discuss, and Consider Action on **Appointing a Town Council Member as Liaison for the Economic Development Corporation Board.**

Motion by Mayor Pro Tem Neil Blais, seconded by Council Member Michael McClellan **to appoint Michael McClellan as Economic Development Corporation Board Liaison until the open Council Place 1 position is filled.**

**Vote: 6 - 0 - Unanimously**

Town Council decided to appoint the liaisons for EDC and CDC until the open Council Place 1 position is filled.

- D. Present, Discuss, and Consider Action on **Appointing a Town Council Member as Liaison for the Community Development Corporation Board.**

Motion by Mayor Pro Tem Neil Blais, seconded by Council Member Michael McClellan **to appoint Lisa Norman as Community Development Corporation Board Liaison until the open Council Place 1 position is filled.**

**Vote: 6 - 0 - Unanimously**

- E. Present, Discuss, and Consider Action on **Appointing a Town Council Member as Liaison for the Planning and Zoning Commission.**

***There was no action taken on this item.***

- F. Present, Discuss, and Consider Action on **Appointing one or more Town Council Members as a School Board Liaison.**

Motion by Council Member Michael McClellan, seconded by Council Member Lisa Norman **to appoint Jeremy Lukas and Tony Singh as School Board Liaisons until the open Council Place 1 position is filled.**

**Vote: 6 - 0 - Unanimously**

**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.
  - Discuss a Resolution to terminate the development agreement between the Town of Little Elm and The Sanctuary Texas, LLC, and release property located in its extraterritorial jurisdiction to the Town of Lakewood Village upon certain obligations and conditions being satisfied; and approving the form of interlocal agreements for Fire, EMS, and Police services with the Town of Lakewood Village.
- Section 551.072 to discuss certain matters regarding real property.

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

***Council entered into executive session at 8:33 p.m.***

**10. Reconvene into Open Session**

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

- COVID-19 Pandemic and the Town's response thereto, including the consideration of an emergency declaration ordinance.
- Section 551.071 for private consultation with the Town Attorney to discuss the COVID-19 pandemic and municipal authority to respond to the COVID-19 outbreak and to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.
  - Discuss and Consider Action to Approve a Resolution to terminate the development agreement between the Town of Little Elm and The Sanctuary Texas, LLC, and release property located in its extraterritorial jurisdiction to the Town of Lakewood Village upon certain obligations and conditions being satisfied; and approving the form of interlocal agreements for Fire, EMS, and Police services with the Town of Lakewood Village.
- Section 551.072 to discuss certain matters regarding real property.
- Section 551.074 of the Texas Government Code to discuss and deliberate personal matters to evaluate performance duties, of a public officer or employee(s).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

***Council reconvened open session at 9:49 p.m.***

Motion by Mayor Pro Tem Neil Blais, seconded by Council Member Michael McClellan **to approve Resolution No. 0817202106.**

**Vote:** 6 - 0 - Unanimously

**11. Adjourn.**

***Meeting adjourned at 9:49 p.m.***

Respectfully,

**Caitlan Biggs**  
Town Secretary

Passed and Approved this 7th day of September 2021





## Town Council Meeting

**Date:** 09/07/2021  
**Agenda Item #:** 6. B.  
**Department:** Finance  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Kelly Wilson, Chief Financial Officer

---

### AGENDA ITEM:

Consider Action to Approve **Resolution No. 0907202102 Approving Certain Project Expenditures; Approved by the TIRZ #3 Board of Directors; Providing a Severability Clause; and Providing an Effective Date.**

### DESCRIPTION:

The Board of Directors of Reinvestment Zone Number Three, Town of Little Elm, Texas (TIRZ #3), through the passage of Resolution 0907202101T3 on September 7, 2021, approved certain expenditures. All project expenditures were authorized expenditures under the Act.

- For the marketing and programming expenses to promote the Town's Lakefront District, in an amount not to exceed \$95,720
- To provide a shuttle service within the Town's Lakefront District, in an amount not to exceed \$16,400
- To purchase banners to promote the Town's Lakefront District, in an amount not to exceed \$15,000
- To purchase beach sand for Little Elm Park located within the Town's Lakefront District in an amount not to exceed \$30,000
- To provide for payment to wrap and paint the Electric Boxes in the Lakefront District to promote the Lakefront District in an amount not to exceed \$13,590
- Sponsorship for July Jubilee Town event in an amount not to exceed \$30,000
- To provide placemaking spots to the Lakefront to encourage visitors to post to their social media and increase awareness of the district in an amount not to exceed \$65,000
- To transfer out funds for reimbursement of marketing administration located within the Town's Lakefront District in an amount not to exceed \$100,000
- To make a debt service payment for the Town's Lakefront District in an amount not to exceed \$326,700 for the parking lot expansion in the Lakefront District and the Lawn @ Lakefront™
- To provide local business incentive not to exceed \$25,000

### BUDGET IMPACT:

Approval of Resolution No. 0907202102 will provide budget authority for TIRZ # 3 outlined in the resolution.

### RECOMMENDED ACTION:

Staff recommends approval of Resolution No. 0907202102.

---

### Attachments

Resolution No 0907202102  
TIRZ #3 2021-2022 Budget Summary

**TOWN OF LITTLE ELM, TEXAS**

**RESOLUTION NO. 0907202102**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE NUMBER THREE, TOWN OF LITTLE ELM, TEXAS, APPROVING CERTAIN PROJECT EXPENDITURES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Little Elm, Texas (hereinafter referred to as the “Town”), pursuant to Chapter 311 of the Texas Tax Code, as amended (hereinafter referred to as the “Act”), may designate a geographic area within the Town as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

**WHEREAS**, on April 15, 2014, pursuant to and as required by the Act, the governing body of the Town (hereinafter referred to as the “Town Council”) approved and adopted by Ordinance No. 1214, a *Final Reinvestment Zone Financing Plan for Tax Increment Reinvestment Zone Number Three, Town of Little Elm, Texas*, and a *Final Project Plan*, for a tax increment reinvestment zone containing approximately 847 acres of property located within the Town of Little Elm, Texas; and

**WHEREAS**, the Board of Directors of Reinvestment Zone Number Three, Town of Little Elm, Texas, desires to authorize through the passage of Resolution No. 0907202101T3 on September 7, 2021, certain expenditures (1) for the marketing and programming expenses to promote the Town’s Lakefront District, in an amount not to exceed \$95,720; (2) to provide a shuttle service within the Town’s Lakefront District, in an amount not to exceed \$16,400 (3) to purchase banners to promote the Town’s Lakefront District, in an amount not to exceed \$15,000 (4) to purchase beach sand for Little Elm Park located within the Town’s Lakefront District in an amount not to exceed \$30,000; (5) to provide for payment to wrap and paint the Electric Boxes in the Lakefront District to promote the Lakefront District in an amount not to exceed \$13,590; (6) sponsorship for July Jubilee Town event in an amount not to exceed \$30,000; (7) to provide placemaking spots to the Lakefront to encourage visitors to post to their social media and increase awareness of the district in an amount to not exceed \$65,000; (8) to transfer out funds for reimbursement of marketing administration located within the Town’s Lakefront District in an amount not to exceed \$100,000; (9) to make a debt service payment for the Town’s Lakefront District in an amount not to exceed \$326,700 for the parking lot expansion in the Lakefront District and the Lawn @ Lakefront™; (10) local business incentive not to exceed \$25,000; all of which the Board found were authorized expenditures under the Act; and

**WHEREAS**, the Town Council desires to approve and authorize the expenditures approved by the Board of Directors of Reinvestment Zone Number Three, Town of Little Elm, Texas.

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

**SECTION 1.** The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

**SECTION 2.** That the Town Council hereby approves the expenditures approved by the Board of Directors of Reinvestment Zone Number Three, Town of Little Elm, Texas, (1) for the marketing and programming expenses to promote the Town's Lakefront District, in an amount not to exceed \$95,720; (2) to provide a shuttle service within the Town's Lakefront District, in an amount not to exceed \$16,400 (3) to purchase banners to promote the Town's Lakefront District, in an amount not to exceed \$15,000 (4) to purchase beach sand for Little Elm Park located within the Town's Lakefront District in an amount not to exceed \$30,000; (5) to provide for payment to wrap and paint the Electric Boxes in the Lakefront District to promote the Lakefront District in an amount not to exceed \$13,590; (6) sponsorship for July Jubilee Town event in an amount not to exceed \$30,000; (7) to provide placemaking spots to the Lakefront to encourage visitors to post to their social media and increase awareness of the district in an amount to not exceed \$65,000; (8) to transfer out funds for reimbursement of marketing administration located within the Town's Lakefront District in an amount not to exceed \$100,000; (9) to make a debt service payment for the Town's Lakefront District in an amount not to exceed \$326,700 for the parking lot expansion in the Lakefront District and the Lawn @ Lakefront™; (10) local business incentive not to exceed \$25,000.

**SECTION 3.** That if any section, article paragraph, sentence, clause, phrase or word in this Resolution, or the application thereto to any persons or circumstances, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the Town Council hereby declares it would have passed such remaining portions of this Resolution despite such invalidity, which remaining portions shall remain in full force and effect.

**SECTION 4.** That this Resolution shall become effective from and after its date of passage in accordance with law.

**PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, THIS THE 7th DAY OF SEPTEMBER, 2021.**

---

Curtis Cornelious, Chairman

**ATTEST:**

---

Caitlan Biggs, Town Secretary

**APPROVED AS TO FORM:**

---

Town Attorney

**Tax Increment Reinvestment Zone #3  
Proposed FY 2021-2022 Budget Summary**

	<u>FY 2021-2022</u>
<b>Beginning Fund Balance</b>	<b>\$ 1,076,757</b>
<b>Revenues:</b>	
Ad Valorem Taxes	\$ 433,061
Sales Taxes	119,600
Interest Earnings	8,500
Transfers In	-
<b>TOTAL REVENUES</b>	<b>\$ 561,161</b>
<b>Total Funds Available</b>	<b>\$ 1,637,918</b>
<b>Expenditures</b>	
Website/ Marketing Expenses	\$ 95,720
Shuttle Service	16,400
Seasonal Banners	15,000
Beach Sand	30,000
Electric Boxes Lakefront District Project	13,590
July Jubilee Sponsorship	30,000
Placemaking spots	65,000
Lakefront Marketing Administration	100,000
Debt Service Fund Payment	326,700
Local Business Incentive	25,000
<b>Total Expenditures</b>	<b>\$ 717,410</b>
<b>NET INCOME/NET CHANGE</b>	<b>\$ (156,249)</b>
<b>RESTRICTED RESERVE-DEBT SERVICE</b>	<b>\$ 200,000</b>
<b>ENDING FUND BALANCE</b>	<b>\$ 720,508</b>



**Date:** 09/07/2021  
**Agenda Item #:** 6. C.  
**Department:** Finance  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Kelly Wilson, Chief Financial Officer

---

**AGENDA ITEM:**

Consider Action to Approve **Resolution No. 0907202103 Authorizing Execution of a Participation Agreement and Trust Instrument for Participation in a Public Funds Investment Pool, Designating the Board of Trustees of the Pool as an Agency and Instrumentality to Supervise the Pool, Approving Investment Policies of the Pool, Appointing Authorized Representatives and Designating Investment Officers.**

**DESCRIPTION:**

This agenda item provides the Town authority to participate in the Local Government Investment Cooperative (LOGIC) pool. The Town currently invests in another Texas investment pool. This just allows Finance to have more options to diversify funds and provide an investment option emphasizing safety and liquidity.

TexSTAR offers Texas cities, counties, school districts and other public entities with an investment option that provides security, liquidity and efficiency for this management of public funds. TexSTAR is a conservatively managed fund operated in full compliance with the PFIA, rated AAAM by Standard & Poors run by administrators with a proven track record. Our marketing and customer service staff is Texas-based with leading edge systems to handle the needs of our customers. TexSTAR has been tailored to provide investment solutions to any local government investment plan, whether as a liquidity component, a comprehensive investment strategy or as a method to diversify an investment program based upon traditional banking services. Regardless of the need or objective, TexSTAR offers unparalleled security in an investment scenario laden with risk.

Finance plans to deposit the 2021 CO Bond Proceeds with LOGIC in order to diversify funds.

**BUDGET IMPACT:**

N/A

**RECOMMENDED ACTION:**

Staff recommends approval of Resolution No. 0907202103.

---

**Attachments**

Resolution No. 0907202103 LOGIC Participation Agreement

**Local Government Investment Cooperative (LOGIC) Resolution No. 0907202103**

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A PARTICIPATION AGREEMENT AND TRUST INSTRUMENT FOR PARTICIPATION IN A PUBLIC FUNDS INVESTMENT POOL, DESIGNATING THE BOARD OF TRUSTEES OF THE POOL AS AN AGENCY AND INSTRUMENTALITY TO SUPERVISE THE POOL, APPROVING INVESTMENT POLICIES OF THE POOL, APPOINTING AUTHORIZED REPRESENTATIVES AND DESIGNATING INVESTMENT OFFICERS.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended (the "Interlocal Act"), permits any "local government" to contract with one or more other "local governments" to perform "governmental functions and services," including investment of public funds (as such phrases are defined in the Interlocal Act);

WHEREAS, the Interlocal Act authorizes the contracting parties to any interlocal agreement to contract with agencies of the State of Texas, within the meaning of Chapter 771 of the Government Code,

WHEREAS, the Act permits the contracting parties to any interlocal agreement to create an administrative agency to supervise the performance of such interlocal agreement and to employ personnel and engage in other administrative activities and provide other administrative services necessary to execute the terms of such interlocal agreement;

WHEREAS, the Public Funds Investment Act, Chapter 2256 of the Texas Government Code, as amended (the "PFIA"), authorizes the entities described in Subsection (a) of the PFIA to invest their funds in an eligible public funds investment pool, and the Local Government Investment Cooperative (LOGIC) intends to become and remain an eligible public funds investment pool, under the terms and conditions set forth in PFIA;

WHEREAS, \_\_\_\_\_ (the "Government Entity") desires to enter into that certain Participation Agreement and Trust Instrument (the "Agreement"), a copy of which is presented with this Resolution and is incorporated herein by reference, and to become a participant in a public funds investment pool created under the PFIA, to be known as Local Government Investment Cooperative (LOGIC) (the "Pool");

WHEREAS, the Government Entity is a Government Entity as defined in the Agreement;

WHEREAS, the Government Entity desires to cause administration of the Pool to be performed by a board of trustees (the "Board"), which shall be an advisory board under the PFIA, an administrative agency created under the Interlocal Act, and trustee of the funds in the Pool; and

WHEREAS, the Government Entity desires to designate the Board as its agency and instrumentality with authority to supervise performance of the agreement, employ personnel and engage in other administrative activities and provide other administrative services necessary to execute the terms of the Agreement;

WHEREAS, each capitalized term used in this Resolution and not otherwise defined has the same meaning assigned to it in the Agreement;

NOW, THEREFORE, BE IT RESOLVED:

1. The Agreement is hereby approved and adopted and, upon execution thereof by an Authorized Representative (defined below) and receipt of the Government Entity's application to join the Pool by the Administrator, the Government Entity shall become a Participant in the Pool for the purpose of investing its available funds in the Pool from time to time in accordance with the terms of the Agreement.

2. The Board is hereby designated as an agency and instrumentality of the Government Entity, and the Board shall have the authority to supervise performance of the Agreement and the Pool, employ personnel and engage in other administrative activities and provide other administrative services necessary to

execute the terms of the Agreement. The Government Entity agrees that all moneys it transfers to the Pool shall be held and managed in trust by the Board for the benefit of the Government Entity.

3. The investment policies of the Pool, as set forth in the document entitled Investment Policies, as summarized in the Information Statement, and as may be amended from time to time by the Board, are hereby adopted as investment policies of the Government Entity with respect to money invested in the Pool, and any existing investment policies of the Government Entity in conflict therewith shall not apply to investments in the Pool.

4. The following officers, officials or employees of the Government Entity are hereby designated as "Authorized Representatives" within the meaning of the Agreement, with full power and authority to: execute the Agreement, an application to join the Pool and any other documents required to become a Participant; deposit money to and withdraw money from the Government Entity's Pool account from time to time in accordance with the Agreement and the Information Statement; to agree to the terms for use of the website for online transactions and take all other actions deemed necessary or appropriate for the investment of funds of the Government Entity:

1. Name: _____	Title: _____
Signature: _____	Phone: _____
	Email: _____
2. Name: _____	Title: _____
Signature: _____	Phone: _____
	Email: _____
3. Name: _____	Title: _____
Signature: _____	Phone: _____
	Email: _____
4. Name: _____	Title: _____
Signature: _____	Phone: _____
	Email: _____

In accordance with the Pool's procedures, an Authorized Representative shall promptly notify the Pool in writing of any changes in who is serving as Authorized Representatives.

5. **{Required}** List the name of the Authorized Representative listed above that will be designated as the Primary Contact and will receive all LOGIC correspondence including transaction confirmations and monthly statements

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

6. **{Optional}** In addition, the following additional Participant representative (not listed above) is designated as an Inquiry Only Representative authorized to obtain account information:

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

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Applicant may designate other authorized representatives by written instrument signed by an existing Applicant Authorized Representative or Applicant's chief executive officer.

7. **{Required}** Taxpayer Identification Number.

Applicant's taxpayer identification number is \_\_\_\_\_

8. **{Required}** Contact Information.

Applicant primary mailing address:

\_\_\_\_\_

Applicant physical address (if different):

\_\_\_\_\_

Applicant main phone number:

\_\_\_\_\_

Applicants main fax number:

\_\_\_\_\_

In addition to the foregoing Authorized Representatives, each Investment Officer of the Pool appointed by the Board from time to time is hereby designated as an investment officer of the Government Entity and, as such, shall have responsibility for investing the share of Pool assets representing funds of the Government Entity. Each depository and custodian appointed by the Board from time to time are hereby designated as a depository and custodian of the Government Entity for purposes of holding the share of Pool assets representing funds of the Government Entity.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

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

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

**OFFICIAL SEAL OF APPLICANT (REQUIRED BELOW)**



## **Local Government Investment Cooperative (LOGIC) Participation Agreement and Trust Instrument**

THIS PARTICIPATION AGREEMENT AND TRUST INSTRUMENT (together with any amendments and supplements, referred to as this “Agreement”) is made and entered into by and among each of those government entities initially executing this Agreement and any other government entity that is eligible and becomes a party hereto (collectively, the “Participants”).

WHEREAS, the Public Funds Investment Act, Chapter 2256 of the Texas Government Code, as amended (the “PFIA”) authorizes the entities described in the PFIA to invest their funds in an eligible public funds investment pool;

WHEREAS, each of the Participants qualifies as an entity described in the PFIA;

WHEREAS, the Participants desire to establish and maintain a public funds investment pool for the purpose of pooling their local funds for joint investment in accordance with the PFIA and the terms hereof and providing assistance to each other on investment alternatives and on other issues of concern to the Participants;

WHEREAS, the Participants desire that the public funds investment pool be entitled Local Government Investment Cooperative (LOGIC) and that it be managed and operated by a board of trustees, which shall be an advisory board under the PFIA;

WHEREAS, each of the Participants has duly taken all official action necessary and appropriate to become a party to this Agreement, including the adoption of a rule, order, ordinance, or resolution, as appropriate;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, each Participant agrees that all moneys it transfers to LOGIC on or after the effective date hereof shall be held and managed in trust by the board of trustees for the benefit of the Participant, and the Participants mutually agree as follows:

### ARTICLE I

#### **Definitions and Rules of Construction**

**Section 1.01. Definitions.** Except as otherwise provided in this Agreement, the capitalized terms used herein shall have the following meanings unless the context otherwise requires:

**Account** - any account established by a Participant.

**Additional Party Agreement** - a document substantially in the form attached hereto as an Appendix which, when attached to a copy of this Agreement and executed by an Authorized Representative of a Government Entity, constitutes a valid and binding counterpart of this Agreement and results in the Government Entity becoming a party to this Agreement.

**Administrator** - Any person, firm or organization approved by the Board and under contract to provide administrative assistance in connection with the management and operation of the Pool.

Local Government Investment Cooperative (LOGIC)  
Participation Agreement and Trust Instrument

**Advisor** - The registered investment advisor or advisors selected by or at the direction of the Board to provide advice regarding investment of Pool assets pursuant to this Agreement and subject to applicable law.

**Authorized Investments** - those investments which are authorized from time to time to be purchased, sold and invested in under PFIA or other applicable law and further defined in the Investment Policies.

**Authorized Representative** - an individual authorized to execute documents and take other necessary actions, pursuant to this Agreement, on behalf of a Government Entity or other person, firm or organization, as evidenced by a duly adopted resolution or bylaw of the governing body of such Government Entity or other person, firm or organization, a certified copy of which is on file with the Administrator. In the case of a Government Entity that is a combination of political subdivisions under the Act, the Authorized Representatives of any administrative agency appointed by such combination of political subdivisions shall be deemed to be Authorized Representatives for such Government Entities.

**Board** - the governing body of the Pool, known as The Board of Trustees of Local Government Investment Cooperative.

**Bylaws** - the bylaws adopted by the Board, as the same may be amended from time to time, subject to the requirements of this Agreement.

**Custodian** - any person, firm or organization selected by or at the direction of the Board to have custody of all money, investments and other assets of the Pool pursuant to this Agreement and subject to applicable law.

**General Manager** - any person, firm or organization which has contracted with the Board to provide general management services to the Board.

**Government Entity** - a local government of the State of Texas, as defined in the PFIA, a state agency, as defined in the PFIA, and a nonprofit corporation acting on behalf of a local government or a state agency, including but not limited to an incorporated city or town, a county, a public school district, a district or authority created under art. III, Section 52(b)(1) or (2) of the Texas Constitution, or art. XVI, Section 59 of the Texas Constitution, an institution of higher education as defined by Section 61.003 of the Education Code, a hospital district, or a fresh water supply district.

**Information Statement** - the information statement or any other document distributed to Participants and potential Participants to provide them with a description of the management and operation of the Pool, as the same may be amended from time to time, subject to the requirements of this Agreement.

**Interlocal Act** - the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as the same may be amended from time to time.

**Investment Officer** - one or more officers or employees of the Board designated as investment officers by the Board.

**Investment Policies** - the written Investment Policies adopted and approved by the Board governing investment and management of Pool assets of different Portfolios, as the same may be amended from time to time, subject to the requirements of this Agreement.

**Marketing Representative** - any person, firm or organization authorized by the Board to promote the Pool.

Local Government Investment Cooperative (LOGIC)  
Participation Agreement and Trust Instrument

**Participants** - the Government Entities that are the initial parties to this Agreement and the Government Entities which subsequently become parties to this Agreement.

**PFIA** - the Public Funds Investment Act, Chapter 2256, Texas Government Code, as the same may be amended from time to time.

**Pool** - the public funds investment pool and trust created pursuant to this Agreement.

**Portfolio** - a portfolio of assets in the Pool which are held separate from other assets of the Pool and which are invested with a defined investment objective which may be different from other Portfolios in the Pool, and in which a Participant may elect to invest its funds.

**State** - the State of Texas.

**Units** - equal proportionate units of undivided beneficial interest in the assets of the Pool or of any Portfolio of the Pool from time to time, including fractions of units as well as whole units.

**Section 1.02. General Rules of Construction.**

- (a) Whenever in this Agreement the context requires: (1) a reference to the singular number shall include the plural and vice versa; and (2) a word denoting gender shall be construed to include the masculine, feminine, and neuter.
- (b) The titles given to any article or section of this Agreement are for convenience only and are not intended to modify the article or section.

ARTICLE II

**Creation of the Pool and Trust; Purpose and Objective**

**Section 2.01. Creation of the Board.**

- (a) The Participants hereby agree to jointly invest their funds in a public funds investment pool and trust, to be known as Local Government Investment Cooperative (the "Pool") and to create and establish a board of trustees of the Pool (the "Board"), as an advisory board pursuant to the PFIA, an administrative agency pursuant to the Interlocal Act, and as trustee of the funds in the Pool.
- (b) The Participants delegate to the Pool through its Board, the authority to hold legal title to and manage all money, investments and other assets transferred to or acquired by the Pool pursuant to this Agreement as Pool assets.
- (c) The Board shall have the authority to employ personnel, engage in other administrative activities and provide other administrative services necessary to accomplish the purpose of this Agreement.

**Section 2.02. Purpose and Objective.**

- (a) The first purpose of the Pool is to provide Government Entities with a variety of investment vehicles to best suit their investment needs, with each Portfolio tailored to meet a specific investment need.

Local Government Investment Cooperative (LOGIC)  
Participation Agreement and Trust Instrument

- (b) The second purpose of the Pool is to provide Government Entities with a forum for discussion of, and to provide education concerning, investments and other issues of concern in public finance. In all cases, however, the Pool will have the following investment objectives in order of priority: safety of principal; liquidity in accordance with the operating requirements of the Participants; and the highest rate of return.
- (c) In order to accomplish the Pool's objective, each Participant agrees that the money transferred to a Portfolio within the Pool will be commingled with other money transferred to the Portfolio by other Participants for the purpose of making Authorized Investments, subject to the terms of this Agreement, the Investment Policies and applicable law, thereby taking advantage of investment opportunities and cost benefits available to larger investors.

### ARTICLE III

#### **Pool Administration**

##### **Section 3.01. The Board and the Bylaws**

- (a) The business and affairs of the Pool shall be managed by the Board as governing body of the Pool.
- (b) The Board is authorized to adopt Bylaws which shall set forth, among other things, the initial Board members, the procedures governing the selection of the members of the Board, the procedure for holding meetings, the election of officers, and other matters necessary or desirable for governance by the Board, and the right of the Board, the General Manager, and other consultants to be indemnified for damages arising from their actions in connection with the Pool. By executing this Agreement, the Participant consents to the Bylaws. By maintaining funds in the Pool after any amendment to the Bylaws becomes effective, the Participant consents to the Bylaws, as amended. The Board has the right to amend any term or provision of the Bylaws, provided that notice is sent to each Participant at least 30 days prior to the effective date of any change which, in the opinion of the Board, is a material change to the Bylaws.

##### **Section 3.02. Powers and Duties of the Board.**

- (a) Subject to applicable law and the terms of this Agreement, the Board shall have full and complete power to take all actions, do all things and execute all instruments as it deems necessary or desirable in order to carry out, promote or advance the investment objective, interests and purposes of the Pool to the same extent as if the Board was the sole and absolute owner of the Pool.
- (b) The Board shall adopt and maintain Investment Policies, consistent with the general objective of the Pool, which shall provide more detailed guidelines for investment and management of Pool assets. By executing this Agreement, the initial Participants consent to the proposed Investment Policies, and the subsequent Participants consent to the Investment Policies then in effect. By maintaining funds in the Pool after any amendment to the Investment Policies becomes effective, the Participant has consented to the Investment Policies, as amended. The Board shall, subject to the terms of this Agreement, have the authority to amend any term or provision of the Investment Policies, provided

Local Government Investment Cooperative (LOGIC)  
Participation Agreement and Trust Instrument

that notice is sent to each Participant at least 30 days prior to the effective date of any change which, in the opinion of the Board, will have a material effect on such Participant's investment in the Pool.

- (c) The Board shall adopt and maintain Operating Procedures, which shall provide more detailed information on the procedures for depositing and withdrawing funds from the Pool. By executing this Agreement, the initial Participants consent to the proposed Operating Procedures, and the subsequent Participants consent to the Operating Procedures then in effect. By maintaining funds in the Pool after any amendment to the Operating Procedures becomes effective, the Participant has consented to the Operating Procedures, as amended. The Board shall, subject to the terms of this Agreement, have the authority to amend any term or provision of the Operating Procedures provided that notice is sent to each Participant at least 30 days prior to the effective date of any change which, in the opinion of the Board, will have a material effect on such Participant's investment in the Pool.
- (d) The Board shall designate one or more Investment Officers for the Pool who shall be responsible for the investment of Pool assets.
- (e) The Board shall prepare, or direct the preparation of an Information Statement that describes how the Pool will operate in accordance with the terms of this Agreement and the Investment Policies. Subject to the terms of this Agreement and the Investment Policies, the Information Statement may be amended or supplemented, notice of which will be provided to Participants in accordance with the disclosure requirements of the PFIA.
- (f) The Board shall, subject to the limitations established in the Investment Policies, have full and complete power and authority to appoint a general manager and any other service providers deemed necessary or helpful in the operation of the Pool.
- (g) The Board shall provide, through peer review, seminars, computer mail systems, or other means, information and educational opportunities to Participants on investing and on other issues in the area of public finance.
- (h) The Board shall have full and complete power to use, or direct the use of, Pool assets for the following purposes: (1) incur and pay any expenses which, in its opinion, are necessary or incidental to or proper for carrying out any of the purposes of this Agreement; (2) reimburse others for the payment thereof; (3) pay appropriate compensation or fees to persons with whom the Pool has contracted or transacted business; and (4) charge a Participant's Account for any special fees or expenses related specifically to transactions in such Account.
- (i) The Board shall have full power to compromise, arbitrate, or otherwise adjust claims in favor of or against the Pool.
- (j) The Board shall cause financial statements to be prepared and maintained for the Pool and for such statements to be audited annually by an independent certified public accounting firm.
- (k) The Board may appoint a General Manager to perform managerial services for the Pool, provided that the Board shall continue to oversee the operation and

Local Government Investment Cooperative (LOGIC)  
Participation Agreement and Trust Instrument

management of the Pool and shall have the authority to direct the General Manager to take or not take specific action on behalf of the Pool.

- (l) The enumeration of any specific power or authority herein shall not be construed as limiting the general power and authority of the Board over the Pool.
- (m) The Board shall act in good faith in accordance with the purposes of the Pool.

**Section 3.03. Liability.**

- (a) Neither the Board, the Investment Officers, nor any officers, employees or board members of any of the forgoing shall be held liable for any action or omission to act on behalf of the Pool or the Participants unless caused by such person's willful misconduct or unless constituting a breach of trust for which a trustee may not be relieved of liability under the Texas Trust Code. The Pool shall indemnify and hold harmless (either directly or through insurance) any person referred to in this Section, to the extent permitted by law, for any and all litigation, claims or other proceedings, including but not limited to reasonable attorney fees, costs, judgments, settlement payments and penalties arising out of the management and operation of the Pool, unless the litigation, claim or other proceeding resulted from the willful misconduct of such person or a breach of trust for which a trustee may not be relieved of liability under the Texas Trust Code.
- (b) Neither the General Manager, the Marketing Representative, the Administrator, the Advisor, the Subadvisor, the Custodian, nor their affiliates, officers, employees or board members shall be held liable for any action or omission to act on behalf of the Pool or the Participants unless such person failed to meet the standard of care required under its agreement relating to the Pool or acted with willful misconduct. The Pool shall indemnify and hold harmless (either directly or through insurance) any person referred to in this Section, to the extent permitted by law, for any and all litigation, claims or other proceedings, including but not limited to reasonable attorney fees, costs, judgments, settlement payments and penalties arising out of the management and operation of the Pool, unless the litigation, claim, or other proceeding is adjudicated to have resulted from such person's failure to meet the standard of care required under its agreement relating to the Pool or its willful misconduct.
- (c) The indemnification provisions are described in more detail in the Bylaws.

ARTICLE IV

**Participation in LOGIC**

**Section 4.01. Eligibility.** In order for a Government Entity to become a Participant and transfer money into the Pool, each of the following conditions must be satisfied:

- (a) The Government Entity must adopt a resolution (1) authorizing it to become a Participant and approving this Agreement, (2) acknowledging the Board's power to supervise the Pool and agreeing that moneys it transfers to the Pool shall be held and managed in trust by the Board for the Government Entity's benefit, (3) approving the investment policies of the Pool (as amended from time to time by

Local Government Investment Cooperative (LOGIC)  
Participation Agreement and Trust Instrument

the Board) and directing that any conflicting local investment policies shall not apply to Pool investments of the Participant, (4) designating Authorized Representatives of the Participant, (5) designating the Investment Officers appointed from time to time by the Board as the Participant's investment officers who shall be responsible for investing the share of Pool assets representing local funds of the Participant, (6) designating the depository and custodian appointed from time to time by the Board as the Government Entity's depository and custodian for purposes of holding the share of Pool assets representing funds of the Government Entity, and consenting to the terms and conditions specified on the website in order to use the online transaction system; and

- (b) The Government Entity must become a party to this Agreement by executing an Additional Party Agreement and delivering the same to the Pool, together with a certified copy of the resolution referred to in subsection (a) of this Section, an application in form and substance satisfactory to the Board, and such other information as may be required by the Board.
- (c) No entity except a Government Entity may be a Participant. The Board shall have sole discretion to determine whether a Government Entity is eligible under Texas law to be a Participant and to designate categories of Government Entities eligible to be Participants in any Portfolio of the Pool.

**Section 4.02. Participant Accounts.**

- (a) While available local funds of Participants may be commingled for purposes of common investment and operational efficiency, one or more separate Accounts for each Participant in each Portfolio in the Pool designated by the Participant will be established in accordance with the Participant's application to join the Pool and maintained by the Pool.
- (b) Each Participant shall own an undivided beneficial interest in the assets in the Portfolios in which it invests, calculated as described in the Investment Policies.
- (c) The Participant agrees that all Pool fees shall be directly and automatically assessed and charged against the Participant's Account. The basic services fee shall be calculated as a reduction in the daily income earned and only the net income shall be credited to the Participant's Account. Fees for special services shall be charged to each Participant's Account as they are incurred or performed. Use of Pool assets for fees shall be made from current revenues available to the Participant.

**Section 4.03. Reports.** The Pool shall submit a written report a least once per month to each Participant. Such report will indicate: (1) the balance in each Account of a Participant as of the date of such report, (2) yield information, (3) all account activity since the previous report, and (4) other information required by the PFIA.

**Section 4.04. Termination.**

- (a) A Participant may withdraw all funds from an Account in accordance with the Investment Policies and Operating Procedures. A Participant may cease to be a Participant under this Agreement, with or without cause, by providing written notice to the Pool at least 10 days prior to such termination.

Local Government Investment Cooperative (LOGIC)  
Participation Agreement and Trust Instrument

- (b) The Board may terminate a Participant's participation in this Agreement upon at least 30 days' notice if Texas law changes so that such Participant is no longer entitled to join in an eligible public funds investment pool under PFIA, the Interlocal Act, or other applicable law.
- (c) Upon the vote of a majority of its full membership, the Board may order the termination of this Agreement by directing that all outstanding operating expenses of the Pool be paid and remaining assets of the Pool be distributed to Participants in accordance with their respective pro rata interests.

ARTICLE V

**Pool Assets**

**Section 5.01. Investments.** Pool assets shall be invested and reinvested by the Pool only in Authorized Investments in accordance with the Investment Policies.

**Section 5.02. Custody.** All money, investments and assets of the Pool shall be held in the possession of the Custodian.

ARTICLE VI

**Miscellaneous**

**Section 6.01. Severability.**

- (a) If any provision of this Agreement shall be held or deemed to be illegal, inoperative or unenforceable, the same shall not affect any other provisions contained herein or render the same invalid, inoperative or unenforceable to any extent whatsoever.
- (b) Any participation in this Agreement or transfer of assets to the Pool that is not qualified for any reason shall not terminate this Agreement or the participation of other Participants or otherwise adversely affect the Pool.

**Section 6.02. Limitation of Rights.** This Agreement does not create any right, title or interest for any person other than the Participants and any person who has a contract to provide services to the Pool, and nothing in or to be implied from this Agreement is intended or shall be construed to give any other person any legal or equitable right, remedy or claim under this Agreement.

**Section 6.03. Execution of Counterparts.** This Agreement may be executed in several separate counterparts, including by Additional Party Agreement, each of which shall be an original and all of which shall constitute one and the same instrument.

**Section 6.04. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State.

**Section 6.05. Term.** This Agreement shall have an initial term beginning with the effective date set forth below and shall be automatically renewed for one year on such date and each anniversary of such date, except with respect to any Government Entity that may have terminated itself as a Participant or as otherwise provided in Section 4.05.

Local Government Investment Cooperative (LOGIC)  
Participation Agreement and Trust Instrument

**Section 6.06. Notices.** Any notices or other information required or permitted to be given hereunder shall be sent: (a) to the Pool as set forth in the Information Statement, and (b) to a Participant as set forth in its application to become a Participant or as otherwise provided by written notice to the Administrator.

**Section 6.07. Trust.** LOGIC shall be a trust organized and existing under the laws of the State. LOGIC is not intended to be, shall not be deemed to be, and shall not be treated as a general partnership, limited partnership, joint venture, corporation, investment company, or joint stock company. The Participants shall be beneficiaries in LOGIC, and their relationship to the Board shall be solely in their capacity as Participants and beneficiaries in accordance with the rights conferred upon them hereunder. Nothing in this Agreement shall be construed to make the Participants, either by themselves or with the trustees, partners, or members of a joint stock association.

**Section 6.08. Entire Agreement; Amendments.** This Agreement represents the entire agreement and understanding of the Participants. This Agreement may be amended with the approval of the Board, provided that notice of any such amendment is sent to all Participants at least 60 days prior to the effective date thereof.

\* \* \* \* \*

Local Government Investment Cooperative (LOGIC)  
Participation Agreement and Trust Instrument

Originally executed between Fort Bend County and City of Wichita Falls, Texas as of April 4, 1994, and amended by the Board and effective March 1, 1999 and December 4, 2015. The Board hereby acknowledges its duties as Trustee upon the effective date hereof.

\* \* \* \* \*

Approved and accepted:

The Board of Directors, Local Government Investment Cooperative

By: /s/ Phil Roberson  
President

Date: December 4, 2015

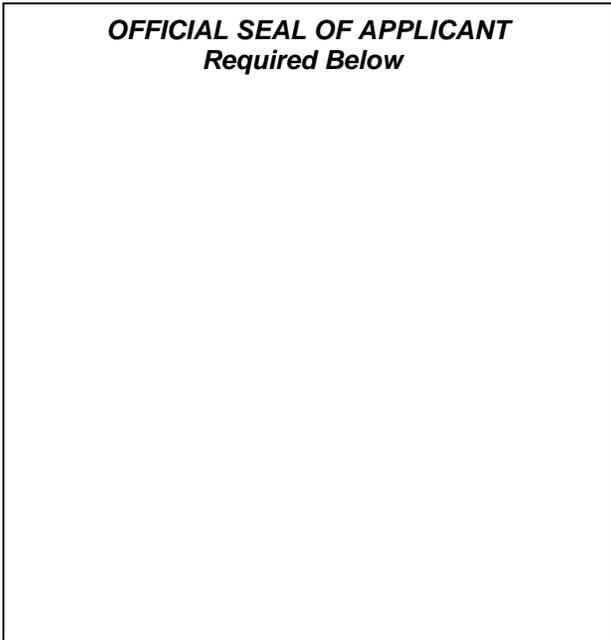
Local Government Investment Cooperative (LOGIC)  
Participation Agreement and Trust Instrument

**Additional Party Agreement**

The Government Entity of the State of Texas named below, acting by and through the undersigned Authorized Representative, hereby agrees to become a party to that certain Participation Agreement and Trust Instrument to which this page is attached, and thereby become a Participant in the Local Government Investment Cooperative, subject to all of the terms and provisions of such Agreement. The undersigned hereby represents that it is a Government Entity as defined in such Agreement.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Name of Government Entity \_\_\_\_\_



By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Printed Name and Title

Attest: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Printed Name and Title

Approved and accepted:

**LOCAL GOVERNMENT INVESTMENT COOPERATIVE {LOGIC}**

By: FIRSTSOUTHWEST, A DIVISION OF HILLTOP SECURITIES  
Participant Services Administrator

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

Authorized Signer



## Town Council Meeting

**Date:** 09/07/2021  
**Agenda Item #:** 6. D.  
**Department:** Public Works  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Jason Shroyer, Director of Public Works

---

### **AGENDA ITEM:**

Consider Action to Approve **Retroactive Authorization for Repair of the Underground Stormwater Laterals and Concrete Street Sections Located Approximately Between 2024 and 2025 Waterview Drive.**

### **DESCRIPTION:**

This emergency repair was authorized due to significant damage to the underground stormwater piping system, surrounding subgrade and adjacent concrete street panels adjacent to 2024 and 2025 Waterview Drive, under the Texas Local Government Code 252.022, and as identified in the Town's procurement policy. The Town's policy allows for an exception to procurement requirements for an immediate and serious need for materials, service, or construction that cannot be met through normal procurement methods and that may seriously threaten the functioning of the Town or health and safety of any person.

The stormwater pipe in the area of Waterview Drive consists of several sizes of reinforced concrete pipe. Several sections of this pipe adjacent to the curb inlets near 2024 and 2025 Waterview Drive had failed. This failure caused significant damage to the subgrade directly beneath the street of Waterview Drive, essentially creating a small sinkhole. This failure of the street and "wash out" of the subgrade necessitated an immediate repair. Staff immediately contacted several contractors for price quotes, and Maya Underground Contractors, LLC., provided the lowest bid. The scope of the project included replacement of several broken sections of concrete pipe, replacement and compaction of new subgrade material and replacement of several damaged concrete street panels. The project is now complete.

### **BUDGET IMPACT:**

Funds in the amount of \$63,549.00 were committed at the issuance of a purchase order from the Stormwater Fund.

### **RECOMMENDED ACTION:**

Staff recommends approval.

---

**Attachments**

Maya Underground Invoice

Maya Underground

Contractors, LLC

P. O BOX 39

WESTON, TX 75097 US

lauras@mayaunderground.c

om

# Invoice 1



**BILL TO**  
1086 - WATERVIEW  
DRIVE REPAIR  
100 W Eldorado Pkwy  
Little Elm, TX 75068  
United States

DATE	PLEASE PAY	DUE DATE
08/16/2021	<b>\$63,549.00</b>	09/15/2021

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
07/22/2021	SALES	MOBILIZATION / LOCATES / SITE PREP	1	3,527.00	3,527.00
07/22/2021	SALES	TRAFFICE CONTROL / BARRICADES	1	2,658.50	2,658.50
07/22/2021	SALES	ENGINEERED TESTING (COMPACTION/CONCRETE CYLINDERS)	1	3,631.00	3,631.00
07/22/2021	SALES	SAWCUT / REMOVE CONCRETE & SPOILS	147	39.00	5,733.00
07/22/2021	SALES	8" 3600 PSI CONCRETE #4 @ 18" OCEW	147	116.00	17,052.00
07/22/2021	SALES	HAUL OFF UNSUITABLE DIRT / REPLACE COMPACT	104	69.00	7,176.00
07/22/2021	SALES	SOD DISTURBED AREA	24	29.00	696.00
07/22/2021	SALES	REMOVE EXISTING LATERALS	2	2,317.75	4,635.50
07/22/2021	SALES	CONNECT TO MAIN / COLLAR	2	3,700.00	7,400.00
07/22/2021	SALES	FLOWABLE FILL BLOCK @ MAIN & WYE	16	250.00	4,000.00
07/22/2021	SALES	18" RCP LATERALS / CONN TO EXISTING CI	32	220.00	7,040.00

---

TOTAL DUE

**\$63,549.00**

---

THANK YOU.



**Date:** 09/07/2021  
**Agenda Item #:** 6. E.  
**Department:** Economic Development Corporation  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Jennette Espinosa, EDC Executive Director

---

**AGENDA ITEM:**

Consider Action to Approve the **New Economic Development Board of Directors Appointees.**

**DESCRIPTION:**

Appointments are for the three (3) positions that currently expire on September 30, 2021.

- One (1) - two (2) year term beginning October 1, 2021 – September 30, 2023
- Two (2) - three (3) year terms beginning October 1, 2021 – September 30, 2024

The Selection Committee was:

Mayor: Curtis Cornelious

Mayor Pro-Tem/Council Member: Neil Blais

EDC Liaison / Council Member: Michael McClellan

The recommended appointments are as follows:

- Jeremy Bolden will serve the 2-year term
- Ken Eaken and Michel Hambrick will each serve a 3 year term

21 total applications were received and interviews were conducted on August 17, 2021.

**BUDGET IMPACT:**

N/A

**RECOMMENDED ACTION:**

Staff recommends that Council approves the 3 appointees chosen by the Selection Committee.

---



**Date:** 09/07/2021  
**Agenda Item #:** 6. F.  
**Department:** Development Services  
**Strategic Goal:** Promote and expand Little Elm's identity  
**Staff Contact:** Fred Gibbs, Director of Development Services

---

**AGENDA ITEM:**

Consider Action to Approve the **Termination of the Developers Agreement Between the Town of Little Elm and The Sanctuary Texas, LLC.**

**DESCRIPTION:**

The Town of Little Elm and The Sanctuary Texas, LLC entered into an agreement on October 6, 2020 to develop the property that lies now within the Town's ETJ and Lakewood Villages ETJ. The property is currently under contract with a developer and have a developers' agreement in place with Lakewood Village. That agreement addresses a lot of items that was in our agreement that dealt with development standards and other elements. This agreement will terminate our agreement with The Sanctuary and allows them to move forward with the development.

**BUDGET IMPACT:**

None

**RECOMMENDED ACTION:**

Staff recommends approval.

---

**Attachments**

Termination Agreement



**EXECUTED and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021.**

**THE SANCTUARY TEXAS, LLC,**  
a Texas limited liability company

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

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

Title: \_\_\_\_\_

THE STATE OF TEXAS                                   §  
   §  
COUNTY OF \_\_\_\_\_                                   §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
2021, by \_\_\_\_\_, \_\_\_\_\_ of The Sanctuary, LLC, a Texas limited liability  
company, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public in and for the State of Texas

[SEAL]

**TOWN OF LITTLE ELM,**  
a Texas municipality

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

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

Title: \_\_\_\_\_

THE STATE OF TEXAS                    §  
  §  
COUNTY OF \_\_\_\_\_               §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
2021, by \_\_\_\_\_, \_\_\_\_\_ of THE TOWN OF LITTLE ELM, a Texas  
municipality, on behalf of said municipality.

\_\_\_\_\_  
Notary Public in and for the State of Texas

[SEAL]



**Date:** 09/07/2021  
**Agenda Item #:** 6. G.  
**Department:** Development Services  
**Strategic Goal:** Promote and expand Little Elm's identity  
**Staff Contact:** Fred Gibbs, Director of Development Services

---

**AGENDA ITEM:**

Consider Action to Approve **Ordinance No. 1636 for a Boundary Adjustment with the Town of Little Elm and Lakewood Village.**

**DESCRIPTION:**

Currently, there are two tracts of land that lie within our ETJ that equals 6.32 acres that is adjacent to The Sanctuary Development and Lakewood Village ETJ. In order to facilitate the future development and to provide a more cohesive jurisdiction control, the Town is releasing approximately 6.32 acres of ETJ to the Town of Lakewood Village.

**BUDGET IMPACT:**

None

**RECOMMENDED ACTION:**

Staff recommends approval.

---

**Attachments**

Lakewood Village Boundary Adjustment

**TOWN OF LITTLE ELM, TEXAS**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, RELEASING, RELINQUISHING AND ALLOCATING CERTAIN DESIGNATED EXTRATERRITORIAL JURISDICTION TO THE TOWN OF LAKEWOOD VILLAGE AND UPDATING THE OFFICIAL TOWN MAP; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lakewood Village, Texas (“**Lakewood Village**”), and the Town of Little Elm, Texas (“**Little Elm**”), have entered into an Interlocal Agreement entitled “Boundary and Extraterritorial Jurisdiction Adjustment Agreement Between the Municipalities of Little Elm and Lakewood Village” (“**Agreement**”), which Agreement was approved by Little Elm on September 7, 2021 and approved by Lakewood Village on \_\_\_\_\_; and

**WHEREAS**, the Agreement, among other matters, provides that Little Elm will release, relinquish and discontinue a 6.32-acre area from the extraterritorial jurisdiction (“**ETJ**”) of Little Elm, and allocate such area to Lakewood Villages ETJ, which 6.32-acre area is portrayed as Tract 1 and Tract 2 in *Exhibit A* attached hereto; and

**WHEREAS**, this Ordinance, enacted pursuant to Section 42.023 of the Texas Local Government Code, as well as other applicable law, is intended to give effect to Little Elm’s ETJ release obligations set forth in the Agreement.

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

**Section 1. Findings.** That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct legislative findings, are adopted as part of this Ordinance for all purposes, and are deemed to be legislative commitments and agreements of Little Elm.

**Section 2. Release of ETJ Pursuant to Local Government Code Section 42.023.** Little Elm hereby reduces any ETJ that it may have in the approximately 6.32 acres, which area is portrayed and described by metes and bounds in *Exhibit A* attached hereto, by releasing and relinquishing such ETJ to Lakewood Village, as authorized by Texas Local Government Code Section 42.023, and as authorized by the Agreement.

**Section 3. Allocation of ETJ to Lakewood Village Pursuant to Local Government Code Section 42.022(d).** To the extent authorized by law, Little Elm hereby allocates any ETJ that it may have in the approximately 6.32 acres, which 6.32 acre area is portrayed as Tract 1 and Tract 2 in *Exhibit A* attached hereto, to Lakewood Village, as authorized by Texas Local Government Code Section 42.022(d), and as authorized by the Agreement.

**Section 4. Update Official Map.** That the Town Secretary is hereby directed to amend the Town's official map to incorporate the changes effected by the Agreement and to file copies thereof with the County Clerk of Denton County, Texas.

**Section 5. Effective Date.** This Ordinance shall take effect immediately and be in full force and effect upon adoption.

**PASSED AND APPROVED** by the Town Council of the Town of Little Elm, Texas, on this 7th day of September 7, 2021.

\_\_\_\_\_  
Curtis Cornelious, Mayor

ATTEST:

By: \_\_\_\_\_  
Caitlan Biggs, Town Secretary

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Robert F. Brown, Town Attorney

**EXHIBIT A**

**Depiction of ETJ Release Tracts**

**The property to be disannexed consists of all of the following 70.146-acre tract of land, save and except the 63.397-acre and 0.429-acre tracts of land, resulting in a net acreage of 6.32 acres:**

70.146 ACRES  
CHRISTOPHER C. DICKSON SURVEY, A-339  
DENTON COUNTY, TEXAS

FIELD NOTES TO ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE CHRISTOPHER C. DICKSON SURVEY, ABSTRACT NO. 339, DENTON COUNTY, TEXAS, BEING ALL OF LOTS 1-9, CARDINAL RIDGE ESTATES, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET P, PAGE 256, PLAT RECORDS, DENTON COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN CALLED 4.83 ACRE TRACT OF LAND DESCRIBED IN DEED TO BRODERICK S. HARVEY AND MARY L. HARVEY, RECORDED IN VOLUME 5051, PAGE 4250, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS.

BEGINNING AT A CAPPED IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THAT CERTAIN CALLED 70.14 ACRE TRACT OF LAND DESCRIBED IN DEED TO TAYLOR MORRISON OF TEXAS, INC. RECORDED IN DOCUMENT NO. 2018-60177 REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS AND THE NORTHWEST CORNER OF SAID CARDINAL RIDGE ESTATES, SAME BEING THE NORTHWEST CORNER OF LOT 6:

THENCE NORTH 89 DEGREES 35 MINUTES 36 SECONDS EAST, WITH THE SOUTH LINE OF SAID CALLED 70.14 ACRE TRACT OF LAND AND THE NORTH LINE OF SAID CARDINAL RIDGE ESTATES, PASSING AT 593.96 FEET A CAPPED IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 6 AND THE NORTHWEST CORNER OF LOT 7, PASSING AT 1187.56 A CAPPED IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 7 AND THE NORTHWEST CORNER OF LOT 8, PASSING AT 1631.83 A CAPPED IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 8 AND THE NORTHWEST CORNER OF LOT 9, CONTINUING FOR A TOTAL DISTANCE OF 2430.18 FEET TO A CAPPED IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 9,

THENCE SOUTH 00 DEGREES 27 MINUTES 11 SECONDS EAST, WITH THE EAST LINE OF SAID LOT 9, A DISTANCE OF 36.98 FEET TO A 1/2-INCH IRON ROD FOUND IN THE NORTH LINE OF AN INGRESS AND EGRESS EASEMENT, RECORDED IN DOCUMENT NO. 93-92181, DEED RECORDS, DENTON COUNTY, TEXAS, KNOWN AS CARDINAL RIDGE LANE, FOR THE SOUTHEAST CORNER OF SAID LOT 9,

THENCE SOUTH 89 DEGREES 47 MINUTES 56 SECONDS EAST, WITH THE NORTH LINE OF SAID INGRESS AND EGRESS EASEMENT AND THE NORTH LINE OF SAID CARDINAL RIDGE ESTATES, PASSING THE SOUTHEAST CORNER OF SAID CALLED 70.14 ACRE TRACT OF LAND, SAME BEING THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO D. & C. VAN NGUYEN, RECORDED IN DOCUMENT NO. 93-30424, DEED RECORDS, DENTON COUNTY, TEXAS, CONTINUING WITH THE SOUTH LINE OF SAID NGUYEN TRACT FOR A DISTANCE OF 906.95 FEET TO A CAPPED IRON ROD

FOUND IN THE WEST RIGHT-OF-WAY LINE OF W. ELDORADO PARKWAY FOR THE NORTHEAST CORNER OF SAID INGRESS AND EGRESS EASEMENT AND THE SOUTHEAST CORNER OF SAID NGUYEN TRACT;

THENCE SOUTH 00 DEGREES 24 MINUTES 19 SECONDS WEST, WITH SAID RIGHT-OF-WAY, PASSING THE SOUTHEAST CORNER OF SAID INGRESS AND EGRESS EASEMENT, SAME BEING THE NORTHEAST CORNER OF THAT CERTAIN CALLED 4.83 ACRE TRACT OF LAND DESCRIBED IN DEED TO BRODERICK S. HARVEY AND MARY L. HARVEY, RECORDED IN VOLUME 5051, PAGE 4250, DEED RECORDS, DENTON COUNTY, TEXAS, CONTINUING FOR A DISTANCE OF 309.57 FEET TO A CAPPED IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID CALLED 4.83 ACRE TRACT OF LAND AND THE NORTHEAST CORNER OF THAT CERTAIN CALLED 4.660 ACRE TRACT OF LAND DESCRIBED IN DEED TO KRISTEN E. BYLER AND CRAIG BYLER, RECORDED IN DOCUMENT NO. 2015-128423, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS;

THENCE NORTH 89 DEGREES 45 MINUTES 03 SECONDS WEST, WITH THE NORTH LINE OF SAID CALLED 4.660 ACRE TRACT OF LAND AND THE SOUTH LINE OF SAID CALLED 4.83 ACRE TRACT OF LAND, A DISTANCE OF 840.31 FEET TO A CAPPED IRON ROD FOUND IN AN EASTERLY LINE OF LOT 1 OF SAID CARDINAL RIDGE ESTATES FOR THE NORTHWEST CORNER OF SAID CALLED 4.660 ACRE TRACT OF LAND AND THE SOUTHWEST CORNER OF SAID CALLED 4.83 ACRE TRACT OF LAND;

THENCE SOUTH 00 DEGREES 59 MINUTES 57 SECONDS WEST, WITH SAID EASTERLY LINE AND THE WEST LINE OF SAID CALLED 4.660 ACRE TRACT OF LAND, A DISTANCE OF 33.54 FEET TO A CAPPED IRON ROD FOUND FOR CORNER;

THENCE SOUTH 23 DEGREES 33 MINUTES 04 SECONDS WEST, CONTINUING WITH SAID EASTERLY LINE AND SAID WEST LINE, A DISTANCE OF 17.96 FEET TO A CAPPED IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID CALLED 4.660 ACRE TRACT OF LAND AND THE NORTHWEST CORNER OF THAT CERTAIN CALLED 4.8956 ACRE TRACT OF LAND DESCRIBED IN DEED TO CRAIG J. BYLER AND WIFE, REBECCA J. BYLER, RECORDED IN VOLUME 4497, PAGE 3818, DEED RECORDS, DENTON COUNTY, TEXAS;

THENCE SOUTH 25 DEGREES 41 MINUTES 29 SECONDS WEST, CONTINUING WITH SAID EASTERLY LINE AND THE WEST LINE OF SAID CALLED 4.8956 ACRE TRACT OF LAND, A DISTANCE OF 245.82 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID CALLED 4.8956 ACRE TRACT OF LAND IN A NORTHERLY LINE OF SAID LOT 1;

THENCE SOUTH 64 DEGREES 16 MINUTES 49 SECONDS EAST, WITH SAID NORTHERLY LINE AND THE SOUTH LINE OF SAID CALLED 4.8956 ACRE TRACT

OF LAND, A DISTANCE OF 862.58 FEET TO A CAPPED IRON ROD FOUND IN THE WEST RIGHT-OF-WAY LINE OF SAID ELDORADO PARKWAY FOR THE MOST EASTERLY NORTHEAST CORNER OF SAID LOT 1 AND THE SOUTHWEST CORNER OF SAID CALLED 4.8956 ACRE TRACT OF LAND;

THENCE SOUTH 26 DEGREES 02 MINUTES 36 SECONDS WEST, WITH SAID RIGHT-OF-WAY AND THE MOST EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 245.68 FEET TO A CAPPED IRON ROD FOUND FOR THE MOST EASTERLY SOUTHEAST CORNER OF SAID LOT 1 AND THE NORTHEAST CORNER OF THE REMAINDER OF THAT CERTAIN CALLED 5.143 ACRE TRACT OF LAND DESCRIBED IN DEED AS TRACT ONE TO CYNTHIA J. PLAGMAN, RECORDED IN DOCUMENT NO. 2010-39828, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS;

THENCE NORTH 64 DEGREES 17 MINUTES 48 SECONDS WEST, WITH THE NORTH LINE OF SAID TRACT ONE AND A SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 860.82 FEET TO A CAPPED IRON ROD FOUND ON AN EASTERLY LINE OF SAID LOT 1 FOR THE NORTHWEST CORNER OF SAID TRACT ONE;

THENCE SOUTH 25 DEGREES 42 MINUTES 29 SECONDS WEST, WITH SAID EASTERLY LINE AND THE WEST LINE OF SAID TRACT ONE, PASSING THE SOUTHWEST CORNER OF SAID TRACT ONE, SAME BEING THE NORTHWEST CORNER OF THE REMAINDER OF THAT CERTAIN CALLED 5.169 ACRE TRACT OF LAND DESCRIBED AS TRACT TWO IN DEED TO CYNTHIA J. PLAGMAN, RECORDED IN DOCUMENT NO. 2010-39828, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, CONTINUING WITH THE WEST LINE OF SAID TRACT TWO AND PASSING THE SOUTHWEST CORNER THEREOF, SAME BEING THE NORTHWEST CORNER OF THAT CERTAIN CALLED 4.84 ACRE TRACT OF LAND DESCRIBED IN DEED TO GUARANTEE PARTNERS, LLC, RECORDED IN DOCUMENT NO. 2011-27769, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, CONTINUING THE WITH WEST LINE OF SAID CALLED 4.84 ACRE TRACT OF LAND FOR A TOTAL DISTANCE OF 737.20 FEET TO A CAPPED IRON ROD SET IN THE SOUTH LINE OF CARDINAL RIDGE ESTATES FOR THE SOUTHWEST CORNER OF SAID CALLED 4.84 ACRE TRACT OF LAND, THE MOST NORTHERLY NORTHWEST CORNER OF THAT CERTAIN CALLED 4.780 ACRE TRACT OF LAND DESCRIBED IN DEED TO HASSAN KHOSRAVI AND MOHTARAM FALLAHIAN, RECORDED IN DOCUMENT NO. 2011-5576, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS AND THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID LOT 1;

THENCE SOUTH 87 DEGREES 20 MINUTES 37 SECONDS WEST, WITH THE SOUTHERLY LINE OF SAID LOT 1 AND SAID CARDINAL RIDGE ESTATES AND THE NORTH LINE OF SAID CALLED 4.780 ACRE TRACT OF LAND, PASSING A CAPPED IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID CALLED 4.780 ACRE TRACT OF LAND AND THE NORTHEAST CORNER OF THAT CERTAIN CALLED 5.176 ACRE TRACT OF LAND DESCRIBED IN DEED TO JEFFREY SCOTT

EGGLESTON, RECORDED IN DOCUMENT NO. 96-61925, DEED RECORDS, DENTON COUNTY, TEXAS AT 5.42 FEET, CONTINUING WITH THE NORTH LINE OF SAID CALLED 5.176 ACRE TRACT OF LAND FOR A TOTAL DISTANCE OF 260.96 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE MOST SOUTHERLY CORNER OF SAID LOT 1, THE NORTHWEST CORNER OF SAID CALLED 5.176 ACRE TRACT OF LAND, THE NORTHEAST CORNER OF THAT CERTAIN CALLED 4.885 ACRE TRACT OF LAND DESCRIBED AS TRACT 3 IN DEED TO BRODERICK S. HARVEY, RECORDED IN DOCUMENT NO. 2008-123813, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS AND THE MOST EASTERLY CORNER OF THAT CERTAIN CALLED 10.011 ACRE TRACT OF LAND DESCRIBED IN DEED TO ALFRED W. LEISTIKOW AND WIFE, JOAN E. LEISTIKOW, RECORDED IN DOCUMENT NO. 94-42633, DEED RECORDS, DENTON COUNTY, TEXAS;

THENCE NORTH 31 DEGREES 16 MINUTES 47 SECONDS WEST, WITH THE SOUTHERLY LINE OF SAID LOT 1 AND SAID CARDINAL RIDGE ESTATES AND THE NORTH LINE OF SAID CALLED 10.011 ACRE TRACT OF LAND, A DISTANCE OF 441.82 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE MOST WESTERLY CORNER OF SAID LOT 1, THE SOUTHEAST CORNER OF LOT 2 AND THE NORTHEAST CORNER OF SAID CALLED 10.011 ACRE TRACT OF LAND;

THENCE NORTH 76 DEGREES 14 MINUTES 50 SECONDS WEST, WITH THE SOUTH LINE OF SAID LOT 2 AND SAID CARDINAL RIDGE ESTATES AND THE NORTH LINE OF SAID CALLED 10.011 ACRE TRACT OF LAND, A DISTANCE OF 1496.73 FEET TO A 1/2-INCH IRON ROD FOUND IN THE WEST LINE OF SAID CARDINAL RIDGE ESTATES FOR THE SOUTHWEST CORNER OF SAID LOT 2 AND THE NORTHWEST CORNER OF SAID CALLED 10.011 ACRE TRACT OF LAND;

THENCE NORTH 00 DEGREES 41 MINUTES 37 SECONDS WEST, WITH THE WEST LINE OF SAID LOT 2 AND THE WEST LINE OF SAID CARDINAL RIDGE ESTATES, A DISTANCE OF 171.07 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID LOT 2 AND THE SOUTHWEST CORNER OF LOT 5;

THENCE NORTH 00 DEGREES 48 MINUTES 27 SECONDS WEST, WITH THE WEST LINE OF LOT 5 AND THE WEST LINE OF SAID CARDINAL RIDGE ESTATES, PASSING AT 297.01 FEET A CAPPED IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID LOT 5 AND THE SOUTHWEST CORNER OF SAID LOT 6, CONTINUING FOR A TOTAL DISTANCE OF 593.97 FEET TO THE POINT OF BEGINNING AND CONTAINING 70.146 ACRES OF LAND, MORE OR LESS.

**SAVE AND EXCEPT THE FOLLOWING 63.397-ACRE AND 0.429-ACRE TRACTS OF LAND:**

**LEGAL DESCRIPTION**  
**TRACT 1**

**BEING** a tract of land situated in the C.C. Dickson Survey, Abstract No. 339, Denton County, Texas, and being portions of Lots 1 and 2 and all of Lots 3 thru 9 of Cardinal Ridge Estates, according to the Final Plat thereof recorded in Cabinet P, Page 255 of the Plat Records of Denton County, Texas, and also being a portion of a called 4.83 acre tract of land described as Tract 1 in a Special Warranty Deed to The Sanctuary Texas LLC, as recorded in Document No. 2019-106442 of the Official Records of Denton County, Texas, and being more particularly described as follows:

**BEGINNING** at the northwest corner of said Cardinal Ridge Estates, common to the southwest corner of a called 69.789 acre tract of land described in a deed to Taylor Morrison of Texas, Inc., as recorded in Document No. 2018-60177 of the Official Records of Denton County, Texas, being on the east line of Lake Lewisville;

**THENCE** North 89°36'11" East, departing the easterly line of said Lake Lewisville, along the northerly line of said Cardinal Ridge Estates, the southerly line of said 69.789 acre tract and the southerly line of South Oak, according to the plat thereof recorded in Document No. 2019-354 of the Plat Records of Denton County, Texas, a distance of 2430.22 feet to the northerly northeast corner of said Lot 9, common to an ell corner of said South Oak;

**THENCE** South 0°19'19" East, continuing along the northerly line of said Cardinal Ridge Estates and the southerly line of said South Oak, a distance of 37.08 feet to the southerly northeast corner of said Lot 9, common to an exterior corner of said South Oak;

**THENCE** South 89°42'07" East, continuing along the northerly line of said Cardinal Ridge Estates and the southerly line of said South Oak, and along the southerly line of a called 5.1807 acre tract of land described in a deed to Duyen Nguyen and Canh-Van Nguyen, as recorded in Document No. 1993-30424 of the Deed Records of Denton County, Texas, a distance of 415.04 feet to a point for corner;

**THENCE** South 8°13'40" West, departing the northerly line of said Cardinal Ridge Estates and the southerly line of said 5.1807 acre tract, and crossing said Cardinal Ridge Estates and said 4.83 acre tract, a distance of 241.64 feet to a point for corner;

**THENCE** South 16°57'19" West, continuing across said 4.83 acre tract, a distance of 73.95 feet to a point for corner on the southerly line of said 4.83 acre tract, and the northerly line of a called 4.660 acre tract of land described in a deed to Kristen E. Byler and Craig Byler, as recorded in Document No. 2015-128423 of the Official Records of Denton County, Texas;

**THENCE** North 89°38'49" West, along the southerly line of said 4.83 acre tract and the northerly line of said 4.660 acre tract, a distance of 294.78 feet to the southwest corner of said 4.83 acre tract, common to the northwest corner of said 4.660 acre tract, and being on the easterly line of said Cardinal Ridge Estates;

**THENCE** South 0°19'19" East, along the easterly line of said Cardinal Ridge Estates and the westerly line of said 4.660 acre tract, a distance of 33.21 feet to a point for corner;

**THENCE** South 25°40'06" West, continuing along the easterly line of said Cardinal Ridge Estates, the westerly line of said 4.660 acre tract, and the westerly line of a called 4.8956 acre tract of land described in a deed to Craig J. Byler and wife, Rebecca J. Byler, as recorded in Volume 4997, Page 3818 of the Deed Records of Denton County, Texas, a distance of 264.35 feet to the southwest corner of said 4.8956 acre tract, common to an ell corner of said Cardinal Ridge Estates;

**THENCE** South 64°14'49" East, continuing along the easterly line of said Cardinal Ridge Estates and along the southwest line of said 4.8956 acre tract, a distance of 307.35 feet to a point for corner;

Continued on Sheet 2

**TRACT 1: 63.397 ACRES**  
**TRACT 2: 0.429 ACRE**  
C. C. DICKSON SURVEY, ABSTRACT NO. 339  
TOWN OF LAKEWOOD VILLAGE ETJ,  
DENTON COUNTY, TEXAS

		6160 Warren Parkway Suite 21C Frisco, Texas 75034		FIRM # 10193822		Tel No (972) 335-3580 Fax No (972) 335-3773	
		Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SG	KNA	10/28/2019	064546200	1 OF 5		

Continued from Sheet 1

**THENCE** South 25°52'37" West, departing the easterly line of said Cardinal Ridge Estates and the southwest line of said 4.8956 acre tract, and crossing said Cardinal Ridge Estates, a distance of 245.78 feet to a point for corner on the easterly line of said Cardinal Ridge Estates and the northerly line of a called 9.67 acre tract of land described in a deed to Eldorado West Property LLC, as recorded in Document No. 2017-40049 of the Official Records of Denton County, Texas;

**THENCE** North 64°15'46" West, along the easterly line of said Cardinal Ridge Estates and the northerly line of said 9.67 acre tract, a distance of 306.62 feet to the northwest corner of said 9.67 acre tract, common to an ell corner of said Cardinal Ridge Estates;

**THENCE** South 25°45'30" West, continuing along the easterly line of Cardinal Ridge Estates, the westerly line of said 9.67 acre tract, and the westerly line of a called 4.84 acre tract of land described in a deed to Eldorado West Property LLC, as recorded in Document No. 2017-107057 of the Official Records of Denton County, Texas, a distance of 737.21 feet to the southwest corner of said 4.84 acre tract, common to the southeast corner of said Cardinal Ridge Estates, being on the northerly line of a called 4.778 acre tract of land described in a deed to Mitch Dudley Enterprises, Inc., as recorded in Document No. 2019-12560 of the Official Records of Denton County, Texas;

**THENCE** South 87°22'45" West, along the southerly line of said Cardinal Ridge Estates, the northerly line of said 4.778 acre tract and the northerly line of a called 4.863 acre tract of land described in a deed to Mitch Dudley Enterprises, Inc., as recorded in Document No. 2018-28970 of the Official Records of Denton County, Texas, a distance of 261.15 feet to the northwest corner of said 4.863 acre tract, common to the northeast corner of a called 4.888 acre tract of land described in a deed to Todd Rohwer and Monica Rohwer, as recorded in Document No. 2018-78332 of the Official Records of Denton County, Texas, the southeast corner of a called 1.397 acre tract of land described in a deed to Michael Kohlschmidt and Kara Kohlschmidt, as recorded in Document No. 2018-42768 of the Official Records of Denton County, Texas;

**THENCE** North 31°13'39" West, continuing along the southerly line of Cardinal Ridge Estates, along the northeasterly line of said 1.397 acre tract, and the northeasterly line of a called 10.000 acre tract of land described as Tract 1 in a deed to Todd Rohwer and Monica Rohwer, as recorded in Document No. 2016-50799 of the Official Records of Denton County, Texas, a distance of 441.88 feet to the common southerly corner of aforesaid Lot 1 and aforesaid Lot 2;

**THENCE** North 76°12'37" West, continuing along the southerly line of said Cardinal Ridge Estates and the northerly line of said 10.000 acre tract, a distance of 1496.47 feet to the southwest corner of said Cardinal Ridge Estates, common to the northwest corner of said 10.000 acre tract, being on the easterly line of aforesaid Lake Lewisville;

**THENCE** North 0°32'55" West, along the westerly line of said Cardinal Ridge Estates and the easterly line of said Lake Lewisville, a distance of 171.21 feet to a point for corner;

**THENCE** North 0°47'31" West, continuing along the westerly line of said Cardinal Ridge Estates and the easterly line of said Lake Lewisville, a distance of 593.68 feet to the **POINT OF BEGINNING** and containing 63.397 acres (2,761,579 square feet) of land, more or less.

NOTES

The bearings for this exhibit are based on a bearing of North 89°36'11" East, for the north line of Cardinal Ridge Estates according to the Final Plat recorded in Cabinet P, Page 255 of the Deed Records of Dallas County, Texas.

This exhibit is based upon recorded deeds and plat, and not based upon on-the-ground survey.

**TRACT 1: 63.397 ACRES**  
**TRACT 2: 0.429 ACRE**  
C.C. DICKSON SURVEY, ABSTRACT NO. 339  
TOWN OF LAKEWOOD VILLAGE ETJ,  
DENTON COUNTY, TEXAS

<b>Kimley»Horn</b>					
6160 Warren Parkway Suite 210 Frisco, Texas 75034			FIRM # 10193822		Tel No (972) 335-3580 Fax No (972) 335-3779
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SG	KHA	10/28/2019	064548200	2 OF 5

**TRACT 2**

**BEING** a tract of land situated in the C.C. Dickson Survey, Abstract No. 339, Denton County, Texas, and being a portion of Lot 1 of Cardinal Ridge Estates, according to the Final Plat thereof recorded in Cabinet P, Page 255 of the Plat Records of Denton County, Texas, and being more particularly described as follows:

**BEGINNING** at the southeast corner of said Lot 1, common to the northeast corner of a called 9.67 acre tract of land described in a deed to Eldorado West Property LLC, as recorded in Document No. 2017-40049 of the Official Records of Denton County, Texas, being on the westerly right-of-way line of Eldorado Parkway, formerly known as Garza Lane, a variable width right-of-way;

**THENCE** North 64°15'46" West, departing the westerly right-of-way line of said Eldorado Parkway, along the easterly line of said Lot 1 and the northeasterly line of said 9.67 acre tract, a distance of 318.38 feet to a point for corner;

**THENCE** departing the easterly line of said Lot 1 and the northeasterly line of said 9.67 acre tract, and crossing said Lot 1, the following:

South 83°44'46" East, a distance of 189.92 feet to a point for corner;

South 87°27'10" East, a distance of 140.09 feet to a point for corner;

North 89°46'06" East, a distance of 12.42 feet to a point for corner on the easterly line of said Lot 1 and the westerly right-of-way line of said Eldorado Parkway;

**THENCE** South 26°01'14" West, along the easterly line of said Lot 1 and the westerly right-of-way line of said Eldorado Parkway, a distance of 123.95 feet to the **POINT OF BEGINNING** and containing 0.429 of an acre (18,696 square feet) of land, more or less.

**NOTES**

The bearings for this exhibit are based on a bearing of North 89°36'11" East, for the north line of Cardinal Ridge Estates according to the Final Plat recorded in Cabinet P, Page 255 of the Deed Records of Dallas County, Texas.

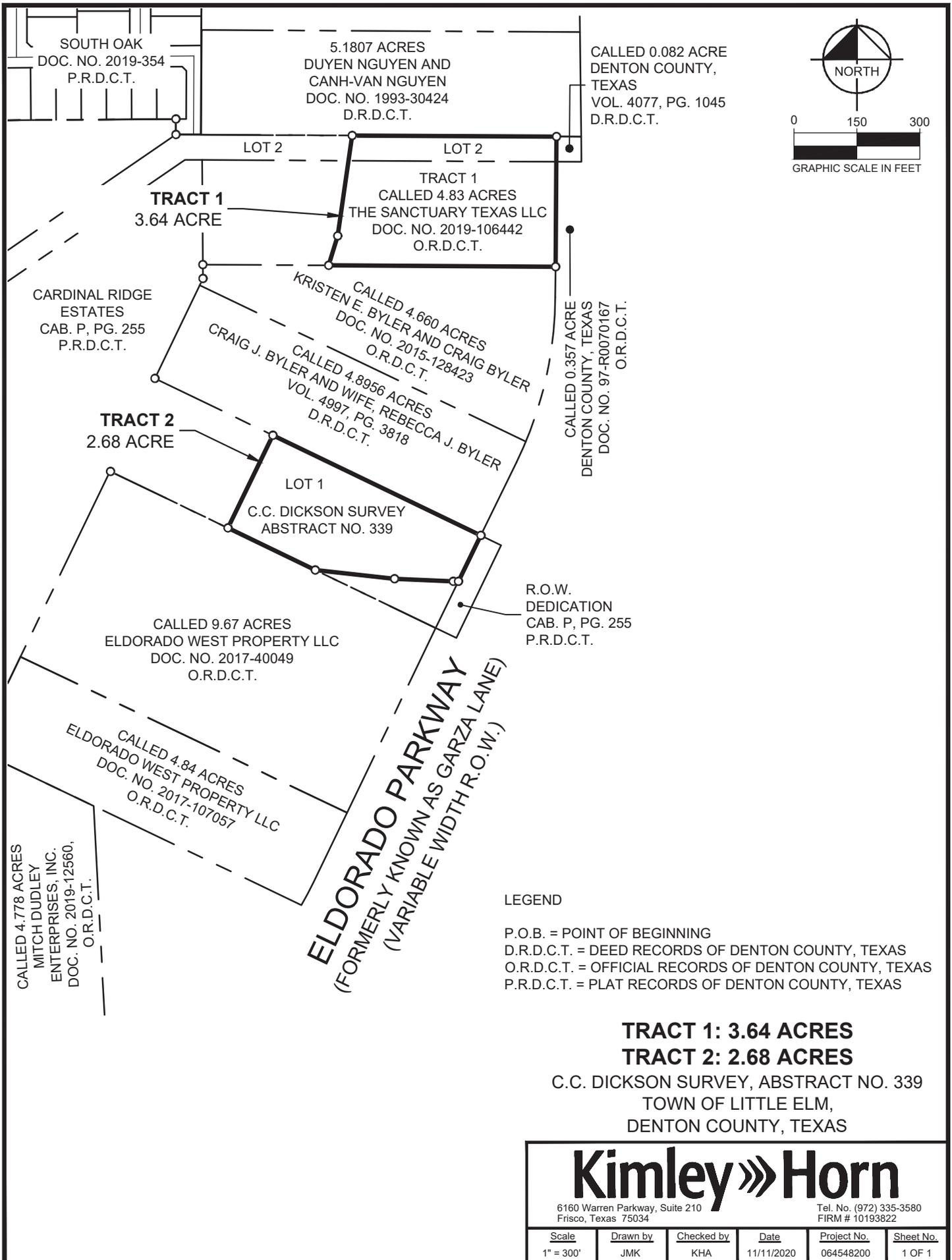
This exhibit is based upon recorded deeds and plat, and not based upon on-the-ground survey.

**TRACT 1: 63.397 ACRES**  
**TRACT 2: 0.429 ACRE**  
C.C. DICKSON SURVEY, ABSTRACT NO. 339  
TOWN OF LAKEWOOD VILLAGE ETJ,  
DENTON COUNTY, TEXAS

**Kimley»Horn**

6160 Warren Parkway Suite 210 Tel No (972) 335-3560  
Frisco, Texas 75034 FIRM # 10193822 Fax No (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SG	KHA	10/28/2019	064548200	3 OF 5



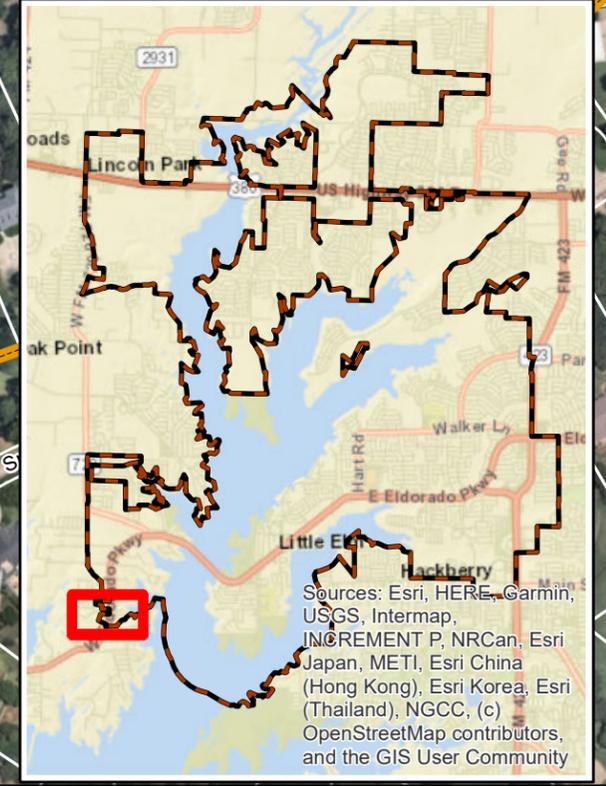
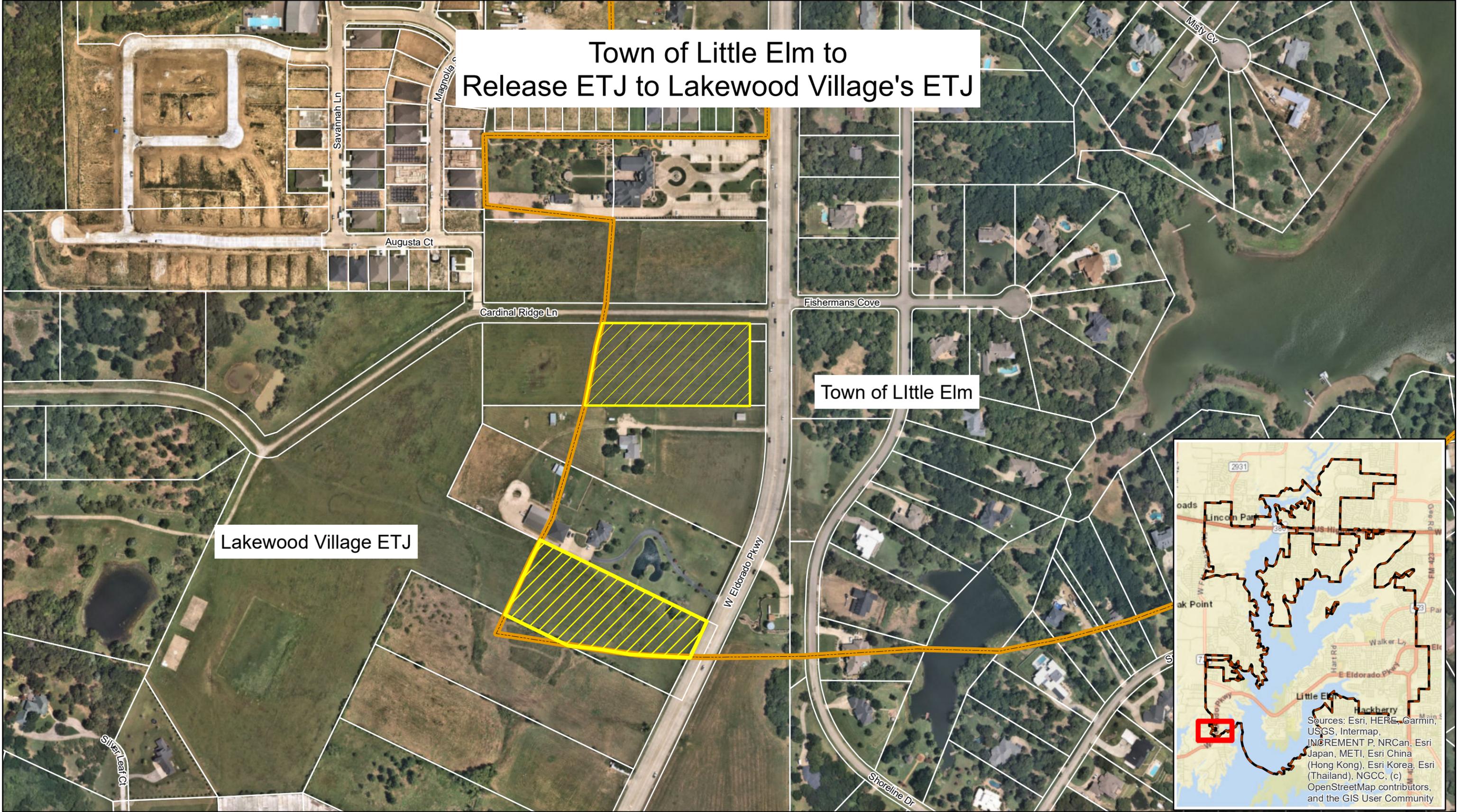
# Kimley»Horn

6160 Warren Parkway, Suite 210  
Frisco, Texas 75034

Tel. No. (972) 335-3580  
FIRM # 10193822

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 300'	JMK	KHA	11/11/2020	064548200	1 OF 1

# Town of Little Elm to Release ETJ to Lakewood Village's ETJ



**Town of Little Elm  
Denton County, Tx**

**Date: 9/1/2021**



**Legend**

- ETJ released to Lakewood Village ETJ
- Current Little Elm ETJ
- Owner Parcel

This map is the property of the Town of Little Elm, and is not to be reproduced by any means, mechanical or digital, without written consent of the Town.

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



**Date:** 09/07/2021  
**Agenda Item #:** 6. H.  
**Department:** Police  
**Strategic Goal:** Ensure strong relationship within the community and region  
**Staff Contact:** Rodney Harrison, Police Chief

---

**AGENDA ITEM:**

Consider Action to Approve an **Interlocal Cooperation Agreement For Law Enforcement Services in Lakewood Village Public Improvement District No. 1.**

**DESCRIPTION:**

Lakewood Village created Lakewood Village Operation and Maintenance Public Improvement District No. 1 comprised of 63.826 acres within the extraterritorial jurisdiction of Lakewood Village in August of 2021. Lakewood Village is desirous of providing residents in the PID with full-time law enforcement protection and services and has requested Little Elm to provide the enforcement services. Little Elm is ready and prepared to provide enforcement services.

**BUDGET IMPACT:**

ILA Agreement funds will be reflected in the General Fund.

**RECOMMENDED ACTION:**

Staff recommends approval.

---

**Attachments**

ILA LE LWV Signed

## EXHIBIT A

### INTERLOCAL COOPERATION AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by the Town of Little Elm, Texas ("Little Elm"), a home rule municipal corporation, and the Town of Lakewood Village, a political subdivision of the State of Texas, and located in Denton County ("Lakewood Village"). Little Elm and Lakewood Village may individually be referred to as a "Party" or collectively as the "Parties."

#### RECITALS:

**WHEREAS**, on August 12, 2021, Lakewood Village created the Lakewood Village Operation and Maintenance Public Improvement District No. 1 comprised of approximately 63.826 acres located entirely within the extraterritorial jurisdiction of Lakewood Village (the "Public Improvement District") as more particularly described in **Exhibit A** and depicted in **Exhibit B** attached hereto; and

**WHEREAS**, on September 7, 2021, the Town Council of Little Elm approved [Ordinance \_\_\_] releasing [\_\_\_] acres of property located in its extraterritorial jurisdiction into the extraterritorial jurisdiction of Lakewood Village (the "Released Property") as more particularly described in **Exhibit C** and depicted in **Exhibit D** attached hereto; and

**WHEREAS**, Lakewood Village intends to expand the boundaries of the Public Improvement District to include the Released Property; and

**WHEREAS**, the Parties intend for this Agreement to include the Public Improvement District and the Released Property; and

**WHEREAS**, upon Lakewood Village expanding the boundaries of the PID to include the Released Property, the Parties intend that this Agreement shall automatically be amended to include the Released Property without further action by either Party (the Public Improvement District and the Released Property are hereinafter collectively referred to as the "PID"); and

**WHEREAS**, Lakewood Village is desirous of providing residents in the PID with full-time law enforcement protection and services and has requested Little Elm to provide law enforcement services; and

**WHEREAS**, Little Elm is desirous of furnishing full-time law enforcement protection and services to residents in the PID; and

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



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

**WHEREAS**, all payments to be made hereunder shall be made from current and available revenues available to the paying party from the PID and no other revenues of Lakewood Village; and

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

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

**WHEREAS**, The Town Council of the Town of Lakewood Village, on August 12, 2021, conditionally approved this agreement and agrees to conditionally make this agreement effective only upon approval by majority vote of the Town Council of the Town of Little Elm on September 7, 2021, at its public meeting that the Town of Little Elm (1) forever terminates the development agreement between Little Elm and The Sanctuary Texas LLC, and (2) forever unconditionally grants approximately 6 acres in The Sanctuary development (defined as the 6 Acre Portion currently claimed by the Town of Little Elm) to the Town of Lakewood Village.

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

**Section 1. Preamble.** All matters stated above in the preamble are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

**Section 2. Term.** This Agreement shall begin on the first calendar day of the month following the date on which Lakewood Village issues the sixty-sixth (66) Certificate of Occupancy for any lot within the PID (the "Start Date") and will continue in force for three (3) years (the "Initial Term"), unless terminated pursuant to the provisions of Section 10. On the date Lakewood Village issues the sixty-sixth (66) Certificate of Occupancy, Lakewood Village shall notify Little Elm in writing stating the term of this Agreement. This Agreement will automatically renew annually for additional twelve (12) month term(s) (“Renewal Term”) unless either party notifies the other party in writing not less than sixty (60) days prior to the expiration of the applicable term of its desire to terminate this Agreement.

**Section 3. Scope of Services.** Little Elm agrees to provide residents of the PID the following equipment, services, personnel, and facilities (described below, hereinafter collectively referred to as “Police Services”):

- (a) Provide an adequate number of police patrol units to provide routine neighborhood patrol, patrol of business establishments, speed limit enforcement and traffic control on all roadways within the PID, routine investigation services, Community Policing programs, and otherwise enforce the laws of the State of Texas, in such a manner as to provide adequate police services considering factors such as, but not limited to, housing densities, commercial development, roadway conditions, and traffic flow. It is understood that (i) the officer assigned to the PID will be required to respond to calls or otherwise provide services outside of the PID and (ii) that, from time to time, an officer assigned to another district in Little Elm will provide services in the PID. The Parties agree that the coverage described hereinabove constitutes adequate police services.
- (b) Answer and respond to calls for police assistance on a 24-hour basis.
- (c) Arrange for and/or coordinating jail capacity and services for housing of arrestees, including providing booking services.
- (d) Provide all human resource services necessary for the recruitment, screening, employment, and training of all personnel required to provide services to the residents of the PID, including providing all employee policies and procedures and the administration thereof.
- (e) Provide all general and personal liability coverage necessary for the adequate protection of Little Elm personnel providing police services to the residents of the PID at the same level of protection afforded officers and employees while performing the same or similar duties in Little Elm, provided however, that neither party shall be responsible for the other party's employee retirement and/or pension benefits.
- (f) Conduct all crime reporting and maintain Little Elm's standard law enforcement activity reports/statistics pertinent to the PID for the purpose of providing Lakewood Village with performance measures relating to services provided by Little Elm in accordance with this Agreement.
- (g) Give prompt consideration to all requests from residents of the PID routed through the PID Liaison Officer or dispatch regarding the delivery of law enforcement services under this Agreement. Little Elm will make every reasonable effort to comply with such requests as long as they are consistent with the law and the Policy Manual of the Little Elm Police Department.
- (h) Submit written reports of any and all activity within the PID as soon as reasonably possible after the request is submitted and make an officer available for an annual report to the Lakewood Village Town Council.
- (i) Provide citizens and/or residents of the PID with the same access to Little Elm's Police Chief, officers, and employees as is provided to Little Elm's citizens and residents.

#### **Section 4. Liaison.**

- (a) The Chief of Police of Little Elm, or the Chief's designee, shall act on behalf of Little Elm, and serve as "Little Elm Liaison Officer" for Little Elm. The Little Elm Liaison Officer will make



or receive requests and confer upon matters concerning the delivery of law enforcement services to residents of the PID. The Little Elm Liaison Officer will devote sufficient time and attention to the execution of said duties and will provide immediate and direct supervision of the Little Elm Police Department employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of residents of the PID and Little Elm. The Little Elm Liaison Officer will cause the Little Elm Police Department to respond to any non-emergency inquiries from the Lakewood Village Liaison Officer (as defined herein) within 24 hours from the receipt of inquiry or, if the request is made on a weekend or holiday, on the next business day.

(b) Lakewood Village Town Council shall designate a liaison to act on behalf of residents of the PID, and to serve as "Lakewood Village Liaison" for residents of the PID. The Lakewood Village Liaison will devote sufficient time and attention to the execution of said duties on behalf of residents of the PID and will provide immediate and direct supervision of Lakewood Village employees, agents, contractors, and/or laborers, if any, in the furtherance of the purpose, terms and conditions of this Agreement for the mutual benefit of residents of the PID and Little Elm. The initial Lakewood Village Liaison shall be the Lakewood Village Town Administrator. Lakewood Village will notify Little Elm as to any change in the designation of the Lakewood Village Liaison for residents of the PID. For routine inquiries, the Lakewood Village Liaison shall phone the Little Elm Police Department non-emergency line or email Little Elm at the email address furnished by the Little Elm Chief of Police.

(c) Lakewood Village Town Council shall designate a PID Budget Liaison to act on behalf of residents of the PID, and to serve as "PID Budget Liaison" for residents of the PID. The PID Budget Liaison will devote sufficient time and attention to the execution of said duties on behalf of residents of the PID and will coordinate the annual budget process for payment of services between the Lakewood Village Liaison and the Little Elm Liaison Officer. The initial PID Budget Liaison shall be P3Works, LLC, the PID Administrator.

**Section 5. Supervision.** The Chief of Police for the Little Elm Police Department will be solely responsible for the planning, organizing, assigning, directing and supervising the Little Elm personnel under this Agreement. The rendition of service, the standard of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed will be solely determined, directed and performed by the Little Elm Police Department; provided however, that the Little Elm Police Department may consult with the Lakewood Village Liaison Officer concerning such matters.

**Section 6. Compensation.**

(a) Lakewood Village agrees to make annual payments to Little Elm for the cost of salaries (the "Salary Compensation Payment"). Yearly determinations will be made on January 1<sup>st</sup> of each year to confirm what percent of buildout has been achieved. Payments will be required each May 1<sup>st</sup> after 25% of the PID residential lots have been issued Certificates of Occupancy. Lakewood Village agrees to compensate Little Elm for services based off the percentage of Certificates of Occupancy issued. Little Elm anticipates that an additional officer will be required once 75% of the PID residential lots (approximately 198 lots) have been built out. Lakewood

Village will be required to pay 100% of an Officers salary once 75% of Certificates of Occupancy have been issued. Little Elm anticipates the annual costs of Salary Compensation as set forth below. Lakewood Village would be required to pay a percentage of the salary listed below determined on January 1st of each year following the year 25% of the PID residential lots have been Issued Certificates of Occupancy based off the number of Certificates of Occupancy issued. The Salary Compensation Payment shall be due and payable May 1st of each year for the term of this agreement.

YEAR	PAYMENT
Year 1	\$106,606.00
Year 2	\$109,271.25
Year 3	\$114,734.81
Year 4	\$117,603.18
Year 5	\$123,483.33

(b) The Parties agree that the consideration hereunder is intended to compensate Little Elm for the costs to provide Police Services to residents of the PID.

(c) In addition to the Salary Compensation Payment, Lakewood Village shall pay the costs set forth in Section 7 regarding equipment when 75% of the PID residential lots have been issued Certificates of Occupancy.

**Section 7. Vehicle and Police Equipment.**

(a) Lakewood Village agrees to reimburse Little Elm for the one-time capital cost not to exceed ninety thousand dollars and zero cents (\$90,000) for one (1) additional vehicle and all equipment necessary for patrol operation pursuant to Little Elm Vehicle and Equipment Replacement Program schedule (the "Equipment Cost"). This equipment includes, but is not limited to:

1. Radio
2. Lights and Siren
3. Markings
4. Cage
5. Camera System
- 67 MDC

(b) Lakewood Village agrees to reimburse Little Elm after receipt of each invoice for the cost of outfitting one (1) Police Officer (a total not to exceed (\$25,000.00), with all equipment necessary for police operations. This equipment includes, but is not limited to:

1. Radio
2. Uniforms
3. Protective Equipment
4. Firearms
6. Light

(c) The first Equipment Cost payment shall be due May 1<sup>st</sup> following the first SAP Update after the Start Date once 75% of the PID residential lots have been issued Certificates of Occupancy and be in the amount of actual Equipment Assessments collected.

(d) Little Elm agrees to provide maintenance and, if necessary, replacement of the above described equipment. Little Elm will give reasonable notice to Lakewood Village when it is time to trade in the vehicle described in Section 7(a), *supra*. Little Elm will purchase the vehicle and credit Lakewood Village with the trade-in or auction value when the replacement is required according to the Town Vehicle Replacement Schedule.

**Section 8. Revenues Retained.** All revenues, fines, and forfeitures that may be generated by the performance of law enforcement duties within the boundaries of the PID shall be retained by Little Elm and credited to the PID and used to offset the salary compensation payment.

**Section 9. Termination.**

(a) Should Lakewood Village fail to make any payment due under the terms of this Agreement, then Lakewood Village will be in default under this Agreement and interest shall accrue on behalf of Little Elm in accordance with the percent of interest authorized by the Texas Prompt Payment Act (Chapter 2251, TEX. GOV'T. CODE, as amended). Failure to pay an annual installment or the one-time payment under Section 7, within 30 days of written notice from Little Elm of such default and the amount of payment required to remedy the default, shall result in termination of this Agreement and police services will cease 30 days after notice to Lakewood Village.

(b) Lakewood Village's recourse for failure of Little Elm to furnish law enforcement services under this Agreement will be the right to make a proportionate reduction in the fee to be paid (as determined by mutual agreement of the Parties) or to terminate this Agreement by giving notice.

(c) If this Agreement is terminated, a prorated amount for the vehicle and equipment purchased by Lakewood Village pursuant to Section 7 will be determined and reimbursed to Lakewood Village.

(d) Either party to this Agreement can expect and may require the other party and its officials and employees to carry out, respect and enforce the terms and obligations of this Agreement. Should any party to this Agreement be in default under this Agreement, the other party shall provide 30 days' notice to remedy the default, after which notice such party shall promptly cure the default.

(e) Should any notice of default be given for any default (other than a default for nonpayment) and not be cured to the satisfaction of the non-defaulting party within 30 days, the Parties agree to submit to non-binding mediation. Each party will name at least two and no more than three potential mediators (complete with resume) who are located in Texas. If the Parties cannot mutually agree on a mediator, each party may strike all but one of the other party's proposed mediators, leaving a total of two names. The Parties shall then select a name by coin toss. It is the intent of the Parties that mediation be scheduled as soon as practical once the mediator is



determined. The cost of the mediator shall be divided evenly by the Parties whether or not the mediation results in resolution of the matters in controversy.

(f) If mediation does not result in resolution of the matters in controversy, the aggrieved party may proceed to enforce its rights in a court of competent jurisdiction.

(g) The foregoing remedies shall be cumulative; the election of one remedy shall not preclude pursuit of another.

(h) All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

**Section 10. Notices.** All written notices shall be sent to the following parties by certified mail-return receipt requested:

**Town of Little Elm**  
Mayor  
100 Eldorado Parkway  
Little Elm, Texas 75068

**Lakewood Village**  
Mayor  
100 Highridge Drive  
Lakewood Village, Texas 75068

**Section 11. Jurisdiction.** Lakewood Village grants full and complete authorization and jurisdiction to Little Elm for all Police Services provided by Little Elm contained in this Agreement. The jurisdiction granted by Lakewood Village shall be solely within the boundary of the Public Improvement District and not within any other portion of the extraterritorial jurisdiction or corporate town limits of Lakewood Village. Little Elm will not patrol or respond to any areas inside the Lakewood Village extraterritorial jurisdiction or corporate town limits outside of the boundary of the Public Improvement District except in the sole event Little Elm is called upon through mutual aid or in response to a crime that occurs in the Public Improvement District or other area served by Little Elm.

**Section 12. Venue.** Venue for any legal dispute arising pursuant to this Agreement shall be in Denton County, Texas.

**Section 13. Little Elm Police Department.** At all times during the term of this Agreement, all police officers and employees shall be solely under the supervision and control of the Chief of Police of Little Elm or the Chief's duly authorized representative.

**Section 14. Party Status.** Both Parties agree that (i) Little Elm is an independent contractor, (ii) that Little Elm shall have exclusive control of the performance of services hereunder, and (iii) that employees of Little Elm in no way are to be considered employees of Lakewood Village.

**Section 15. Indemnification.**

(a) To the extent permitted by law, Lakewood Village agrees to hold harmless, save and indemnify Little Elm from and against any and all claims for damages, personal injury and/or

death that may be asserted against Little Elm arising from Lakewood Village's negligence or its performance hereunder, save and except intentional acts or acts of gross negligence by Little Elm.

(b) To the extent permitted by law, Little Elm agrees to hold harmless, save and indemnify Lakewood Village from and against any and all claims for damages, personal injury and/or death that may be asserted against Lakewood Village arising from Little Elm's negligence or its performance hereunder, save and except intentional acts or acts of gross negligence by Lakewood Village.

(c) The foregoing notwithstanding, the Parties hereto reserve the right to assert all available legal defenses and all protections and limitations of liability provided by the Texas Tort Claims Act and the Texas Constitution relative to these Parties.

(d) The provisions of this indemnification are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any person or entity.

**Section 16. Waiver of Breach.** No waiver by either party of any default or breach of a term or condition of this Agreement by the other party may be treated as a waiver of any subsequent default or breach of the same or any other term or condition of this Agreement.

**Section 17. Modification.** This Agreement may only be modified, changed or altered at any time upon mutual agreement of the Parties, provided that any such modification, change and/or alteration be reduced to writing and approved by the governing bodies of Little Elm and Lakewood Village.

**Section 18. No Waiver of Immunity.** Nothing in this Agreement shall give any claim or cause of action to any person or party not a party to this Agreement, nor create any claim or cause of action against Little Elm or Lakewood Village which would not exist in the absence of this Agreement. Nothing in this Agreement shall add to or change the liability limits or immunities otherwise available to each party to this Agreement, and nothing in this Agreement shall be deemed or construed to waive any defense, privilege, or immunity of any of the Parties to this Agreement nor of any of their elected officials, officers, or employees, as to any claim or cause of action brought by any person or entity.

**Section 19. Conditional Approval.** The Town Council of the Town of Lakewood Village, on August 12, 2021, conditionally approved this agreement and agrees to conditionally make this agreement effective only upon approval by majority vote of the Town Council of the Town of Little Elm on September 7, 2021, at its public meeting that the Town of Little Elm (1) forever terminates the development agreement between Little Elm and The Sanctuary Texas LLC, and (2) forever unconditionally grants approximately 6 acres in The Sanctuary development (defined as the 6 Acre Portion currently claimed by the Town of Little Elm) to the Town of Lakewood Village.

**Section 20. Effective Date.** The effective date of this Agreement shall be the date on which all of the following events have occurred: (i) the Developer has acquired the Property or such portion thereof; (ii) all parties have fully executed this Agreement; and (iii) the conditions set forth in

Section 19 have been met whether before the date of approval by both the Town of Lakewood Village and the Town of Little Elm of this Agreement or after this Agreement is executed

**Section 21. Miscellaneous.** This Agreement is not intended to and shall not be construed to create a joint enterprise between the Parties hereto. This Agreement shall not be construed more strictly against the drafter as both Parties have the benefit of counsel. This Agreement contains the entire agreement between the Parties and all prior negotiations, statements, or representations are superseded and displaced hereby. A waiver, alteration, or modification of this Agreement shall not be binding unless it is in writing and signed by both Parties. The headings of the various paragraphs of the Agreement have been inserted for convenient reference only and shall not be construed to enlarge, diminish, or otherwise change the express provisions hereof.

*[the rest of this page left blank intentionally]*

IN WITNESS WHEREOF, we have hereunto set our hands this the \_\_\_\_\_ day of \_\_\_\_\_, 2021 in duplicate originals.

TOWN OF LITTLE ELM, TEXAS

TOWN OF LAKEWOOD VILLAGE,  
TEXAS

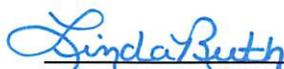
\_\_\_\_\_  
Curtis Cornelious  
Mayor

  
\_\_\_\_\_  
Dr. Mark E. Vargus  
Mayor

ATTEST:

ATTEST:

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

  
\_\_\_\_\_  
Linda Ruth, TRMC, CMC  
Town Secretary

AGREED AS TO FORM:

\_\_\_\_\_  
Mary Petty  
P3Works, Lakewood Village Liaison Officer



**EXHIBIT A**

**Legal Description of the Property**

**TRACT 1**

BEING a tract of land situated in the C.C. Dickson Survey, Abstract No. 339, Denton County, Texas, and being portions of Lots 1 and 2 and all of Lots 3 thru 9 of Cardinal Ridge Estates, according to the Final Plat thereof recorded in Cabinet P, Page 255 of the Plat Records of Denton County, Texas, and also being a portion of a called 4.83 acre tract of land described as Tract 1 in a Special Warranty Deed to The Sanctuary Texas LLC, as recorded in Document No. 2019-106442 of the Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at the northwest corner of said Cardinal Ridge Estates, common to the southwest corner of a called 69.789 acre tract of land described in a deed to Taylor Morrison of Texas, Inc., as recorded in Document No. 2018-60177 of the Official Records of Denton County, Texas, being on the east line of Lake Lewisville;

THENCE North 89°36'11" East, departing the easterly line of said Lake Lewisville, along the northerly line of said Cardinal Ridge Estates, the southerly line of said 69.789 acre tract and the southerly line of South Oak, according to the plat thereof recorded in Document No. 2019-354 of the Plat Records of Denton County, Texas, a distance of 2430.22 feet to the northerly northeast corner of said Lot 9, common to an ell corner of said South Oak;

THENCE South 0°19'19" East, continuing along the northerly line of said Cardinal Ridge Estates and the southerly line of said South Oak, a distance of 37.08 feet to the southerly northeast corner of said Lot 9, common to an exterior corner of said South Oak;

THENCE South 89°42'07" East, continuing along the northerly line of said Cardinal Ridge Estates and the southerly line of said South Oak, and along the southerly line of a called 5.1807 acre tract of land described in a deed to Duyen Nguyen and Canh-Van Nguyen, as recorded in Document No. 1993-30424 of the Deed Records of Denton County, Texas, a distance of 415.04 feet to a point for corner;

THENCE South 8°13'40" West, departing the northerly line of said Cardinal Ridge Estates and the southerly line of said 5.1807 acre tract, and crossing said Cardinal Ridge Estates and said 4.83 acre tract, a distance of 241.64 feet to a point for corner;

THENCE South 16°57'19" West, continuing across said 4.83 acre tract, a distance of 73.95 feet to a point for corner on the southerly line of said 4.83 acre tract, and the northerly line of a called 4.660 acre tract of land described in a deed to Kristen E. Byler and Craig Byler, as recorded in Document No. 2015-128423 of the Official Records of Denton County, Texas;

THENCE North 89°38'49" West, along the southerly line of said 4.83 acre tract and the northerly line of said 4.660 acre tract, a distance of 294.78 feet to the southwest corner of said

4.83 acre tract, common to the northwest corner of said 4.660 acre tract, and being on the easterly line of said Cardinal Ridge Estates;

THENCE South 0°19'19" East, along the easterly line of said Cardinal Ridge Estates and the westerly line of said 4.660 acre tract, a distance of 33.21 feet to a point for corner;

THENCE South 25°40'06" West, continuing along the easterly line of said Cardinal Ridge Estates, the westerly line of said 4.660 acre tract, and the westerly line of a called 4.8956 acre tract of land described in a deed to Craig J. Byler and wife, Rebecca J. Byler, as recorded in Volume 4997, Page 3818 of the Deed Records of Denton County, Texas, a distance of 264.35 feet to the southwest corner of said 4.8956 acre tract, common to an ell corner of said Cardinal Ridge Estates;

THENCE South 64°14'49" East, continuing along the easterly line of said Cardinal Ridge Estates and along the southwest line of said 4.8956 acre tract, a distance of 307.35 feet to a point for corner;

THENCE South 25°52'37" West, departing the easterly line of said Cardinal Ridge Estates and the southwest line of said 4.8956 acre tract, and crossing said Cardinal Ridge Estates, a distance of 245.78 feet to a point for corner on the easterly line of said Cardinal Ridge Estates and the northerly line of a called 9.67 acre tract of land described in a deed to Eldorado West Property LLC, as recorded in Document No. 2017-40049 of the Official Records of Denton County, Texas;

THENCE North 64°15'46" West, along the easterly line of said Cardinal Ridge Estates and the northerly line of said 9.67 acre tract, a distance of 306.62 feet to the northwest corner of said 9.67 acre tract, common to an ell corner of said Cardinal Ridge Estates;

THENCE South 25°45'30" West, continuing along the easterly line of Cardinal Ridge Estates, the westerly line of said 9.67 acre tract, and the westerly line of a called 4.84 acre tract of land described in a deed to Eldorado West Property LLC, as recorded in Document No. 2017-107057 of the Official Records of Denton County, Texas, a distance of 737.21 feet to the southwest corner of said 4.84 acre tract, common the southeast corner of said Cardinal Ridge Estates, being on the northerly line of a called 4.778 acre tract of land described in a deed to Mitch Dudley Enterprises, Inc., as recorded in Document No. 2019-12560 of the Official Records of Denton County, Texas;

THENCE South 87°22'45" West, along the southerly line of said Cardinal Ridge Estates, the northerly line of said 4.778 acre tract and the northerly line of a called 4.863 acre tract of land described in a deed to Mitch Dudley Enterprises, Inc., as recorded in Document No. 2018-28970 of the Official Records of Denton County, Texas, a distance of 261.15 feet to the northwest corner of said 4.863 acre tract, common to the northeast corner of a called 4.888 acre tract of land described in a deed to Todd Rohwer and Monica Rohwer, as recorded in Document No. 2018-78332 of the Official Records of Denton County, Texas, the southeast corner of a called 1.397 acre tract of land described in a deed to Michael Kohlschmidt and Kara Kohlschmidt, as recorded in Document No. 2018-42768 of the Official Records of Denton County, Texas;



THENCE North 31°13'39" West, continuing along the southerly line of Cardinal Ridge Estates, along the northeasterly line of said 1.397 acre tract, and the northeasterly line of a called 10.000 acre tract of land described as Tract 1 in a deed to Todd Rohwer and Monica Rohwer, as recorded in Document No. 2016-50799 of the Official Records of Denton County, Texas, a distance of 441.88 feet to the common southerly corner of aforesaid Lot 1 and aforesaid Lot 2;

THENCE North 76°12'37" West, continuing along the southerly line of said Cardinal Ridge Estates and the northerly line of said 10.000 acre tract, a distance of 1496.47 feet to the southwest corner of said Cardinal Ridge Estates, common to the northwest corner of said 10.000 acre tract, being on the easterly line of aforesaid Lake Lewisville;

THENCE North 0°32'55" West, along the westerly line of said Cardinal Ridge Estates and the easterly line of said Lake Lewisville, a distance of 171.21 feet to a point for corner;

THENCE North 0°47'31" West, continuing along the westerly line of said Cardinal Ridge Estates and the easterly line of said Lake Lewisville, a distance of 593.68 feet to the POINT OF BEGINNING and containing 63.397 acres (2,761,579 square feet) of land, more or less.

## **TRACT 2**

BEING a tract of land situated in the C.C. Dickson Survey, Abstract No. 339, Denton County, Texas, and being portions of Lot 1 and a right-of-way dedication of Cardinal Ridge Estates, according to the Final Plat thereof recorded in Cabinet P, Page 255 of the Plat Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at the southeast corner of said right-of-way dedication, being in the centerline of Eldorado Parkway, formerly known as Garza Lane, a variable width right-of-way;

THENCE North 64°15'46" West, departing the centerline of said Eldorado Parkway, along the southwesterly line of said right-of-way dedication and crossing said Eldorado Parkway, passing en route the southeast corner of said Lot 1, common to the northeast corner of a called 9.67 acre tract of land described in a deed to Eldorado West Property LLC, as recorded in Document No. 2017-40049 of the Official Records of Denton County, Texas, being on the westerly right-of-way line of said Eldorado Parkway, and continuing along the same course and along the easterly line of said Lot 1 and the northeasterly line of said 9.67 acre tract, for a total distance of 373.32 feet to a point for corner;

THENCE departing the easterly line of said Lot 1 and the northeasterly line of said 9.67 acre tract, and crossing said Lot 1 and said right-of-way dedication, the following:

South 83°44'46" East, a distance of 189.92 feet to a point for corner;

South 87°27'10" East, a distance of 140.09 feet to a point for corner;

North 89°46'06" East, a distance of 72.89 feet to a point for corner on the easterly line of said right-of-way dedication and in the centerline of said Eldorado Parkway;

THENCE South 25°45'01" West, along the easterly line of said right-of-way dedication and the centerline of said Eldorado Parkway, a distance of 150.43 feet to the POINT OF BEGINNING and containing 0.601 of an acre (26,189 square feet) of land, more or less.

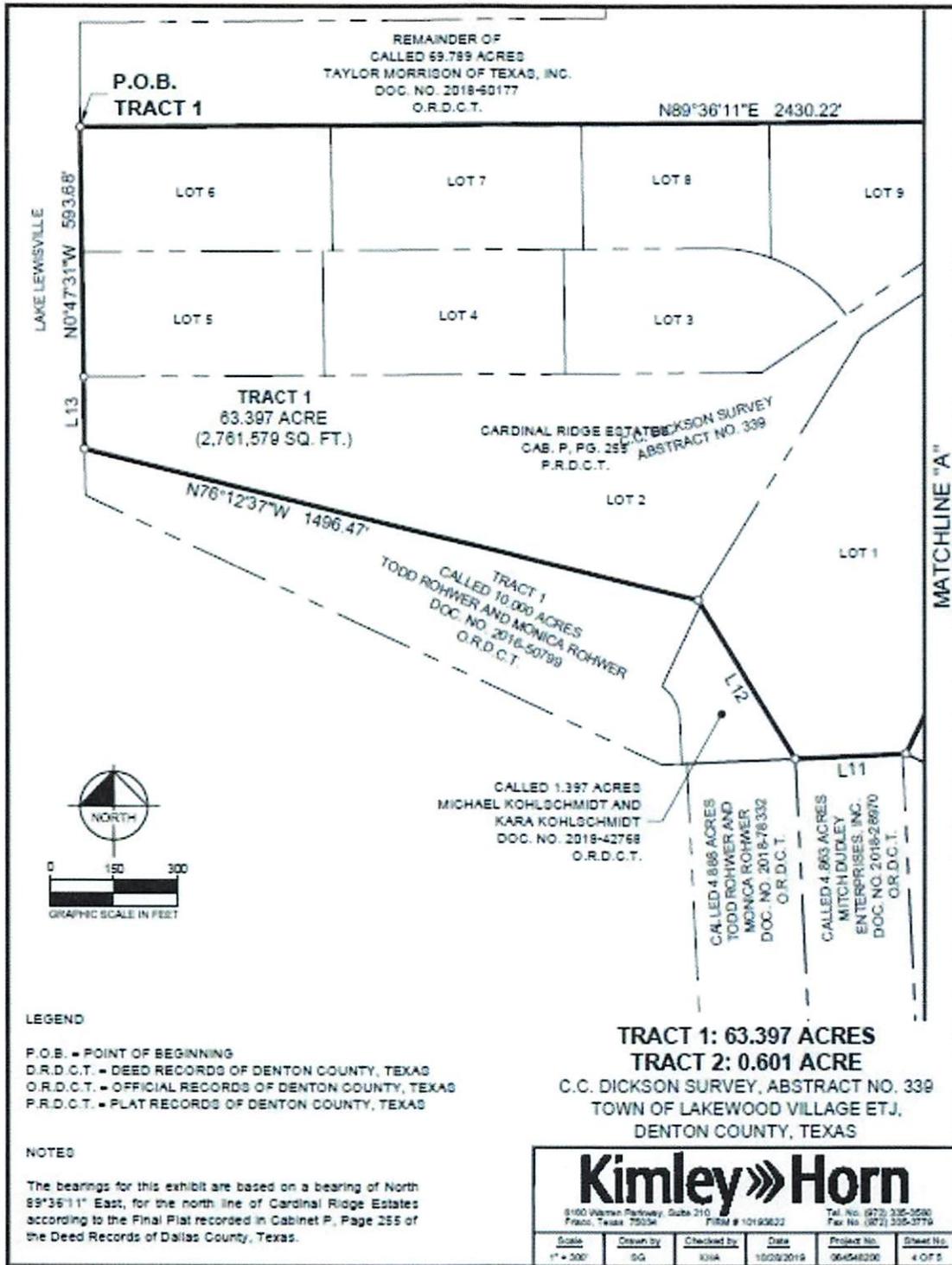
#### NOTES

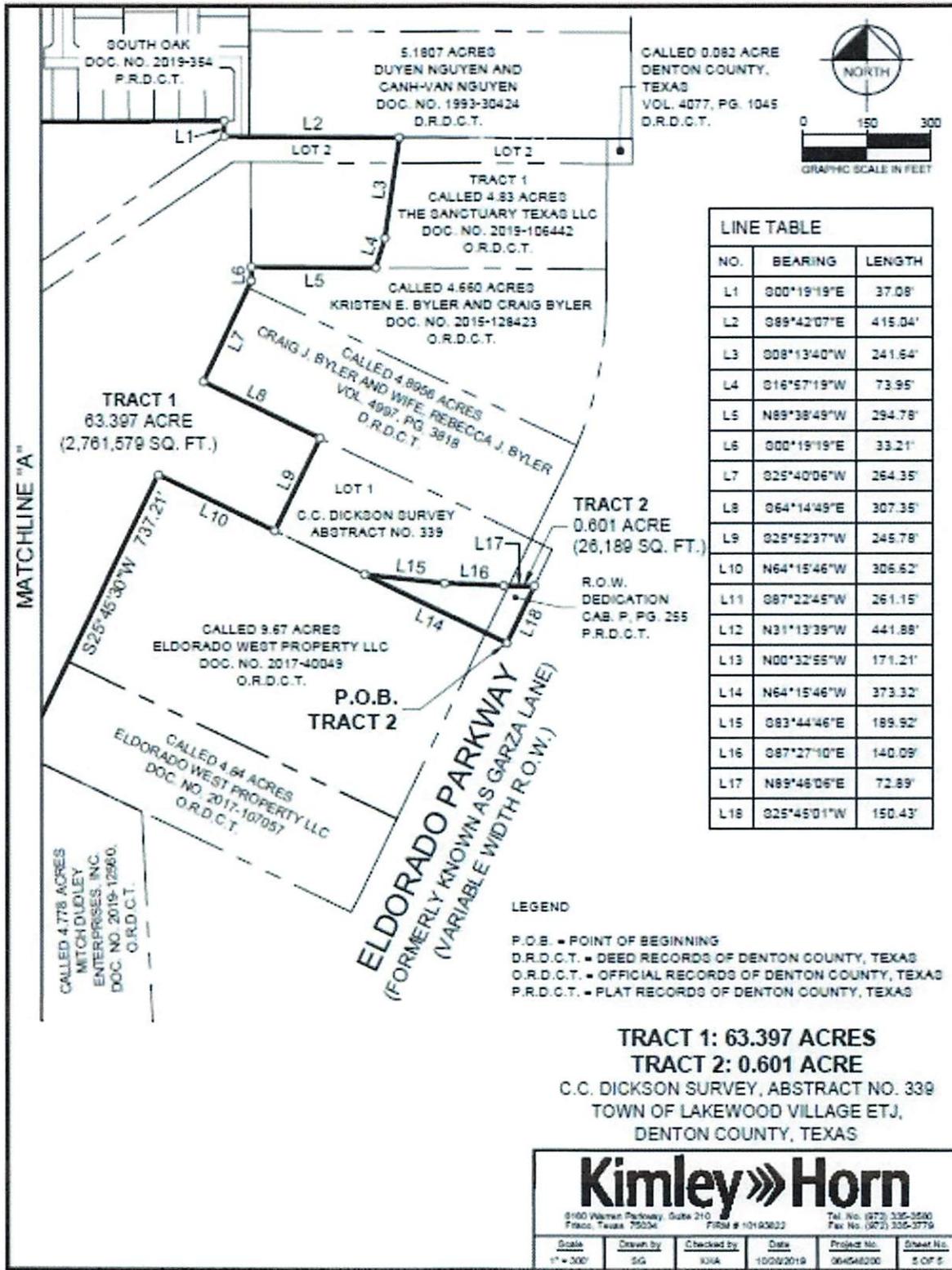
The bearings for this description are based on a bearing of North 89°36'11" East, for the north line of Cardinal Ridge Estates according to the Final Plat recorded in Cabinet P, Page 255 of the Deed Records of Dallas County, Texas.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

**EXHIBIT B**

**Depiction of the Property**





**EXHIBIT C**

**Legal Description of the Released Property**

TRACT 1

BEING a tract of land situated in the C.C. Dickson Survey, Abstract No. 339, Denton County, Texas, and being a portion of Lot 2 of Cardinal Ridge Estates, according to the Final Plat thereof recorded in Cabinet P, Page 255 of the Plat Records of Denton County, Texas, a portion of a called 4.83 acre tract of land described as Tract 1 in a Special Warranty Deed to The Sanctuary Texas LLC, as recorded in Document No. 2019-106442 of the Official Records of Denton County, Texas, all of a called 0.082 acre tract of land described in a deed to Denton County, Texas, as recorded in Volume 4077, Page 1045 of the Deed Records of Denton County, Texas, and also being all of a called 0.357 acre tract of land described in a deed to Denton County, Texas, as recorded in Document No. 97-R0070167 of the Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at the northeast corner of said 0.082 acre tract, common to the southeast corner of a called 5.1807 acre tract of land described in a deed to Duyen Nguyen and Canh-Van Nguyen, as recorded in Document No. 1993-30424 of the Deed Records of Denton County, Texas, being in the centerline of Eldorado Parkway, formerly known as Garza Lane, a variable width right-of-way;

THENCE South 0°44'00" East, along the east line of said 0.082 acre tract, the east line of said 0.357 acre tract, and the centerline of said Eldorado Parkway, a distance of 310.82 feet to the southeast corner of said 0.357 acre tract;

THENCE North 89°38'49" West, departing the centerline of said Eldorado Parkway, along the south line of said 0.357 acre tract and crossing said Eldorado Parkway, passing en route the southwest corner of said 0.357 acre tract, common to the southeast corner of said 4.83 acre tract, and the northeast corner of a called 4.660 acre tract of land described in a deed to Kristen E. Byler and Craig Byler, as recorded in Document No. 2015-128423 of the Official Records of Denton County, Texas, being on the west right-of-way line of said Eldorado Parkway, and continuing along the same course, the south line of said 4.83 acre tract, and the north line of said 4.660 acre tract, for a total distance of 605.60 feet to a point for corner on the current city limit of Town of Little Elm;

THENCE North 16°51'49" East, departing the south line of said 4.83 acre tract and the north line of said 4.660 acre tract, along said current city limit of Town of Little Elm and crossing said 4.83 acre tract, a distance of 73.59 feet to a point for corner;

THENCE North 8°13'40" East, continuing along said current city limit of Town of Little Elm, across said 4.83 acre tract and crossing said Lot 2, a distance of 241.96 feet to a point for corner on the northerly line of said Lot 2 and the south line of said 5.1807 acre tract;

THENCE South 89°42'07" East, departing said current city limit of Town of Little Elm, along the north line of said Lot 2 and the south line of said 5.1807 acre tract, passing en route the northeast corner of said Lot 2, common to the northwest corner of said 0.082 acre tract, being on the west right-of-way line of said Eldorado Parkway, and continuing along the same course, along the north line of said 0.082 acre tract and crossing said Eldorado Parkway, a distance of 545.64 feet to the POINT OF BEGINNING and containing 4.072 acres (177,388 square feet) of land, more or less.

## TRACT 2

BEING a tract of land situated in the C.C. Dickson Survey, Abstract No. 339, Denton County, Texas, and being a portion of Lot 1 and a right-of-way dedication of Cardinal Ridge Estates, according to the Final Plat thereof recorded in Cabinet P, Page 255 of the Plat Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at the northeast corner of said right-of-way dedication, being in the centerline of Eldorado Parkway, formerly known as Garza Lane, a variable width right-of-way;

THENCE South 25°45'01" West, along the centerline of said Eldorado Parkway and the southeasterly line of said right-of-way dedication, a distance of 95.18 feet to a point for corner on the current city limit of Town of Little Elm;

THENCE departing the centerline of said Eldorado Parkway, the southeasterly line of said right-of-way dedication, crossing said Eldorado Parkway, said right-of-way dedication and said Lot 1, and along said current city limit of Town of Little Elm, the following:

South 89°46'06" West, a distance of 72.89 feet to a point for corner;

North 87°27'10" West, a distance of 140.09 feet to a point for corner;

North 83°44'46" West, a distance of 189.92 feet to a point for corner on the easterly line of said Lot 1 and the northeasterly line of a called 9.67 acre tract of land described in a deed to Eldorado West Property LLC, as recorded in Document No. 2017-40049 of the Official Records of Denton County, Texas;

THENCE North 64°15'46" West, departing said current city limit of Town of Little Elm, along the easterly line of said Lot 1 and the northeasterly line of said 9.67 acre tract, a distance of 231.10 feet to a point for corner;

THENCE North 25°52'37" East, departing the easterly line of said Lot 1 and the northeasterly line of said 9.67 acre tract, and crossing said Lot 1, a distance of 245.78 feet to a point for corner on the easterly line of said Lot 1 and the southwesterly line of a called 4.8956 acre tract of land described in a deed to Craig J. Byler and wife, Rebecca J. Byler, as recorded in Volume 4997, Page 3818 of the Deed Records of Denton County, Texas;

THENCE South 64°14'49" East, along the easterly line of said Lot 1 and the southwesterly line of said 4.8956 acre tract, the northerly line of said right-of-way dedication, and crossing said Eldorado Parkway, a distance of 603.87 feet to the POINT OF BEGINNING and containing 2.806 acres (122,244 square feet) of land, more or less.

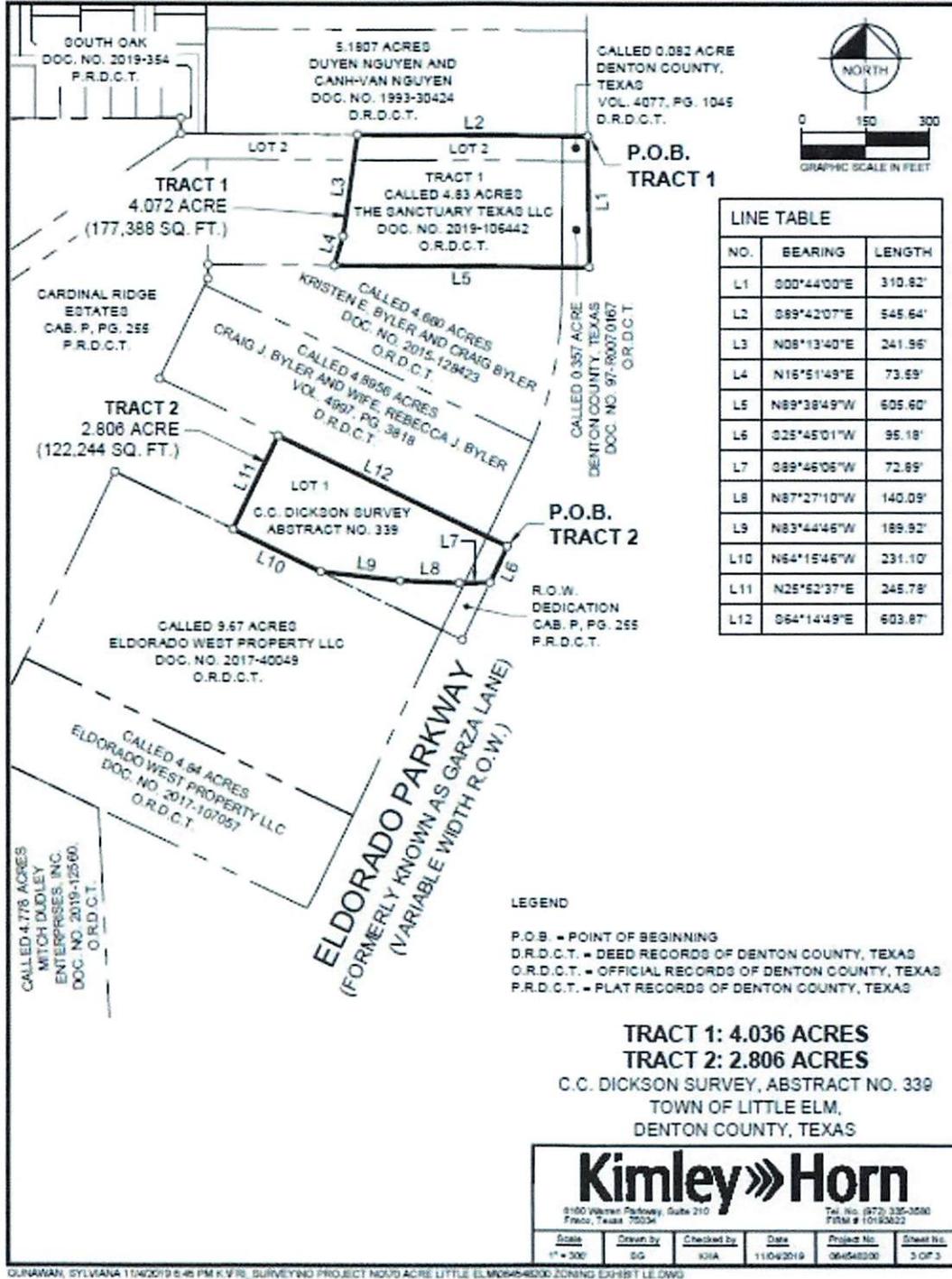
#### NOTES

The bearings for this description are based on a bearing of North 89°36'11" East, for the north line of Cardinal Ridge Estates according to the Final Plat recorded in Cabinet P, Page 255 of the Deed Records of Dallas County, Texas.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

**EXHIBIT D**

**Depiction of the Released Property**





**Date:** 09/07/2021  
**Agenda Item #:** 6. I.  
**Department:** Fire  
**Strategic Goal:** Ensure strong relationship within the community and region  
**Staff Contact:** Paul Rust, Fire Chief

---

**AGENDA ITEM:**

Consider Action to Approve an **Interlocal Cooperation Agreement for Fire and Emergency Services in Lakewood Village Public Improvement District No. 1.**

**DESCRIPTION:**

The interlocal agreement for consideration has a 3-year term with an auto-renewal option of 12 months. It will allow the Little Elm Fire Department to extend fire and emergency medical services to Sanctuary. The closest fire station to the area is Fire Station #1 located at 88 W. Eldorado Parkway. With Sanctuary being a residential development without any major roadways or commercial property, call volume projections are expected to be very low. The added number of calls for service to LEFD related to this contract will not have any significant impact to LEFD's ability to provide services to the citizens of Little Elm.

**BUDGET IMPACT:**

The interlocal agreement will generate revenue to the Town of Little Elm. The fee charge for providing these services is set at \$53,000 annually for a maximum service of 75 responses per year. If the call volume exceeds 75 incidents, Sanctuary agrees to be billed \$1,000 per additional response. Most of the costs to provide these services are already incurred. No additional equipment or staff will be necessary to provide these services. The annual fee will be adequate to cover any additional expenses not already incurred.

**RECOMMENDED ACTION:**

Staff recommends approval.

---

**Attachments**

ILA Lakewood Village - Sanctuary

## EXHIBIT B

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

This Interlocal Agreement ("Agreement") is made and entered by and between the Town of Lakewood Village, a political subdivision of the State of Texas, and located in Denton County ("Lakewood Village") and the Town of Little Elm, a municipal subdivision in the State of Texas and located in Denton County ("Little Elm"). Lakewood Village and Little Elm may individually be referred to as a "Party" or collectively referred to as "Parties."

#### RECITALS:

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

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

**WHEREAS**, on August 12, 2021, Lakewood Village created the Lakewood Village Operation and Maintenance Public Improvement District No. 1 comprised of approximately 63.826 acres located entirely within the extraterritorial jurisdiction of Lakewood Village (the "Public Improvement District") as more particularly described in Exhibit A and depicted in Exhibit B attached hereto; and

**WHEREAS**, on September 7, 2021, the Town Council of Little Elm approved [Ordinance \_\_\_] releasing [\_\_\_] acres of property located in its extraterritorial jurisdiction into the extraterritorial jurisdiction of Lakewood Village (the "Released Property") as more particularly described in Exhibit C and depicted in Exhibit D attached hereto; and

**WHEREAS**, Lakewood Village intends to expand the boundaries of the Public Improvement District to include the Released Property; and

**WHEREAS**, the Parties intend for this Agreement to include the Public Improvement District and the Released Property; and

**WHEREAS**, upon Lakewood Village expanding the boundaries of the PID to include the Released Property, the Parties intend that this Agreement shall automatically be amended to include the Released Property without further action by either Party (the Public Improvement District and the Released Property are hereinafter collectively referred to as the "PID"); and

**WHEREAS**, Lakewood Village desires to obtain fire, rescue, and emergency medical services rendered by Little Elm, as fully hereinafter described for the benefit of the residents within the PID and the Released Property; and

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

**WHEREAS**, all payments to be made hereunder shall be made from current and available revenues available to the paying party from the PID and no other revenues of Lakewood Village; and

**WHEREAS**, Lakewood Village and Little Elm mutually desire to be subject to the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

**WHEREAS**, The Town Council of the Town of Lakewood Village, on August 12, 2021, conditionally approved this agreement and agrees to conditionally make this agreement effective only upon approval by majority vote of the Town Council of the Town of Little Elm on September 7, 2021, at its public meeting that the Town of Little Elm (1) forever terminates the development agreement between Little Elm and The Sanctuary Texas LLC, and (2) forever unconditionally grants approximately 6 acres in The Sanctuary development (defined as the 6 Acre Portion currently claimed by the Town of Little Elm) to the Town of Lakewood Village.

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

### **SECTION 1. Conditional Approval**

Conditional Approval. The Town Council of the Town of Lakewood Village, on August 12, 2021, conditionally approved this agreement and agrees to conditionally make this agreement effective only upon approval by majority vote of the Town Council of the Town of Little Elm on September 7, 2021, at its public meeting that the Town of Little Elm (1) forever terminates the development agreement between Little Elm and The Sanctuary Texas LLC, and (2) forever unconditionally grants approximately 6 acres in The Sanctuary development (defined as the 6 Acre Portion currently claimed by the Town of Little Elm) to the Town of Lakewood Village.

### **SECTION 2. Effective Date**

The effective date of this Agreement shall be the date on which all of the following events have occurred: (i) the Developer has acquired the Property or such portion thereof; (ii) all parties have fully executed this Agreement; and (iii) the conditions set forth in Section 1 have been met whether before the date of approval by both the Town of Lakewood Village and the Town of Little Elm of this Agreement or after this Agreement is executed.

### **SECTION 3. Term of Agreement**

The term of this Agreement shall begin on the first calendar day of the month following the date on which Lakewood Village issues the first Certificate of Occupancy for any lot within the PID (the "Start Date") and will continue in force for three (3) years (the "Initial Term"), unless terminated pursuant to the provisions of Section 11. On the date Lakewood Village issues the first Certificate of Occupancy, Lakewood Village shall notify Little Elm in writing

19  


stating the term of this Agreement. Upon the expiration of the Initial Term, this Agreement will automatically renew annually for an additional twelve (12) month term unless either Party notifies the other Party in writing not less than sixty (60) days prior to the expiration of the applicable term of its desire to terminate this Agreement.

#### **SECTION 4. General Definitions**

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

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

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

“SERVICE AREA” means any property or roadway within the boundaries of the PID as more particularly described in Exhibit A and depicted in Exhibit B attached hereto.

#### **CALL TYPE DEFINITIONS**

“FIRE INCIDENTS” shall mean a call for service that requires fire suppression actions. Common FIRE INCIDENTS include, but not limited to, building fires; cooking fires; chimney fires; automobile or recreational vehicle fires; brush or grass fires; and trash or dumpster fires.

“HAZARDOUS CONDITIONS” shall mean a call for service that requires hazard mitigation. Common HAZARDOUS CONDITIONS include, but not limited to, natural gas or propane leaks; gasoline or flammable liquid spills; electrical wiring/equipment problems; downed powerlines; and minor vehicle accidents with fluid spills.

“EMERGENCY MEDICAL CALLS” shall mean a call for service that requires emergency medical services. Common EMERGENCY MEDICAL CALLS include, but not limited to, chest pains/heart attacks; strokes; cardiac arrests; unconscious persons; difficulty breathing; chokings; drownings; gunshots/stabbings; diabetic emergencies; and other illnesses or injuries.

“MAJOR MOTOR-VEHICLE ACCIDENTS” shall mean a call for service involving a motor-vehicle collision. Examples include, but not limited to, single motor-vehicle collision; motor-vehicle/motor-vehicle collision; motor-vehicle/pedestrian accident; and extrication of trapped persons from a vehicle.

“RESCUES” shall mean a call for service requiring rescue services. Common RESCUES

include, but not limited to, children locked in vehicles; search for missing or lost persons; and extrication of a trapped persons from machinery or equipment.

“SERVICE CALLS” shall mean a call to provide service on a non-emergency incident/event. Common SERVICE CALLS include, but not limited to, assisting a disabled person into a bed/chair; investigate a complaint of smoke or odor; an animal rescue (such as a dog locked inside a car); and assisting law enforcement.

“SEVERE WEATHER INCIDENTS” shall mean a call related to severe weather. Common SEVERE WEATHER INCIDENTS include, but not limited to, wind or flood assessments; and investigation of lightning strikes.

### **SECTION 5. Services to be Provided**

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

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

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

### **SECTION 6. Lakewood Village Responsibilities**

- 1.) Lakewood Village Town Council shall designate the Town Administrator to act on behalf of Lakewood Village and to serve as an “EMS Liaison” to Little Elm. The EMS Liaison or his/her designated substitute, shall insure the performance of all duties and obligations of Lakewood Village herein stated and, shall devote sufficient time and attention to the execution of said duties on behalf of Lakewood Village in full compliance with the terms and conditions of this Agreement and will provide immediate and direct supervision of Lakewood Village employees, agents, contractors, and/or laborers, if any, in the furtherance of the purpose, terms and conditions of this Agreement for the mutual benefit of residents of the PID, Lakewood Village and Little Elm. .
- 2.) Lakewood Village Town Council shall designate a PID Budget Liaison to act on behalf of residents of the PID, and to serve as “PID Budget Liaison” for residents of the PID. The PID Budget Liaison will devote sufficient time and attention to the execution of said duties on behalf of residents of the PID and will coordinate the annual budget process for

payment of services between the EMS Liaison and the Little Elm. The initial PID Budget Liaison shall be P3Works, LLC, the PID Administrator.

### **SECTION 7. Little Elm Responsibilities**

The “Little Elm EMS Liaison” shall act on behalf of Little Elm. The Little Elm EMS Liaison will make or receive requests and confer upon matters concerning the budget, reports or inquires with the PID Budget Liaison and/or the EMS Liaison as needed. Little Elm shall insure the performance of all duties and obligations of Little Elm as herein stated and shall devote sufficient time and attention to the execution of said duties on behalf of Little Elm in full compliance with the terms and conditions of this Agreement and shall provide immediate and direct supervision of Little Elm employees, agents, contractors, sub-contractors and/or laborers, if any in the furtherance of the purpose, terms and conditions of this Agreement for the mutual benefit of Lakewood Village and Little Elm.

### **SECTION 8. Payment for Retention of Service**

Lakewood Village agrees to pay to Little Elm an annual fee of \$53,000.00 (“EMS Base Fee”). Little Elm reserves the right charge a fixed sum of \$1,000.00 per INCIDENT RESPONSE for each subsequent INCIDENT RESPONSE in excess of 75 within any fiscal year (“Incident Fee”).

- 1.) Little Elm agrees to invoice Lakewood Village monthly for any Incident Fees due this section.
- 2.) Little Elm will notify the PID Budget Liaison (i) in June of each year as to the total incident responses for the fiscal year to date, and (ii) will provide an estimated incident total anticipated for the remaining fiscal year. The PID Budget Liaison will use the estimate provided in (i) above to adjust the PID Budget for the coming fiscal year to reflect the Little Elm estimate plus the EMS Base Fee.
- 3.) If Little Elm fails to provide an estimate of Incident Fee in June of each year, the PID Budget Liaison will include a 10% increase to EMS Base Fee in the PID budget for EMS services.

If at any time, the Incident Fee (i) exceeds the amounts collected from assessments in the PID, or (ii) Little Elm fails to invoice for the Incident Fee timely, then upon notice of outstanding invoices due, the PID Budget Liaison will prepare the next annual PID Budget to be increased to provide for payment of the unpaid invoices, and Little Elm will defer collection of the invoices with no interest accruing until the PID assessments are collected and PID revenues are available to pay the unpaid invoices. It is fully understood by Lakewood Village that this warrant does not apply to the Interlocal Agreement executed between Denton County and Little Elm.

### **SECTION 9. Ambulance Billing Rates**

Lakewood Village agrees that they will not expect to receive any enumeration reimbursed from ambulance billing payments received by Little Elm as billed for ambulance services provided within the SERVICE AREA.

It is further mutually agreed and understood that Little Elm may bill residents or individuals receiving ambulance services provided by Little Elm in Lakewood Village. It is mutually agreed and understood that Lakewood Village may not bill for ambulance services provided by Little Elm under this Agreement within the SERVICE AREA.

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

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

#### **SECTION 10. The Released Property**

Upon Lakewood Village expanding the boundaries of the PID to include the Released Property, the Released Property shall automatically be included within the definition of the SERVICE AREA, without further action or amendment by either Party.

#### **SECTION 11. Termination**

Either Party giving sixty (60) days advance notice to the other Party may terminate the Agreement at any time. In the event of such termination by either Party, Little Elm shall be compensated "pro rata" for all services performed to termination date, as authorized by this Agreement. In the event of such termination, should Little Elm be overcompensated on a "pro rata" basis for all services performed to termination date, Little Elm shall reimburse "pro rata" for all such overcompensation. Acceptance of said reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

#### **SECTION 12. Payment Due Dates and Breach of Payment**

Payments by Lakewood Village during the term of this Agreement, are due and payable annually on May 1<sup>st</sup> from PID assessment revenue, beginning on the first April 15<sup>th</sup> following the Start Date of this Agreement. Little Elm shall provide immediate written notice to the Mayor of Lakewood Village, if Lakewood Village fails to provide timely payment under this Agreement. Failure by Lakewood Village to remedy such delinquent payment to Little Elm within 30 calendar days of written notice shall constitute a material breach of this Agreement and then and thereby immediately result in this Agreement being terminated pursuant to Section 11., notwithstanding the 60-day notice provision.

### **SECTION 13. Audited Report of Service**

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

### **SECTION 14. Amendments**

With regards to fire, rescue, and emergency services delivery to the PID, this Agreement represents the entire and integrated agreement between Lakewood Village and Little Elm and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument authorized by the respective Councils of both Lakewood Village and Little Elm.

### **SECTION 15. Applicable Laws/Venue**

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

### **SECTION 16. Severability**

If any one or more of the minor provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such provision shall not affect any other provision thereof and the balance of this Agreement shall remain in force.

### **SECTION 17. Notices**

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

### **SECTION 18. Authorization of Signatures**

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

### **SECTION 19. Indemnification**

“Pursuant to Chapter 791 of the Texas Government Code – The Interlocal Cooperation Act, by execution of this Agreement by Lakewood Village, Lakewood Village thereby agrees that to the maximum extent permitted by law, Lakewood Village shall defend and indemnify Little Elm, its officers, employees, and agents against, and hold Little Elm, its officers, employees and agents harmless from any and all claims, actions, causes of action, liability,

lawsuits, judgments, damages, injuries, costs or expenses, including attorney's fees or injury to the death of any person or damage to or destruction of any property resulting from or based upon, in whole or in part, any action or omission of Little Elm, its officers, employees or agents under this Agreement (but excluding gross negligence or any willful or wanton act), and any omission of Lakewood Village, its officers, employees or agents under this Agreement. The obligations stated in this paragraph shall be payable out of the current revenues of Lakewood Village."

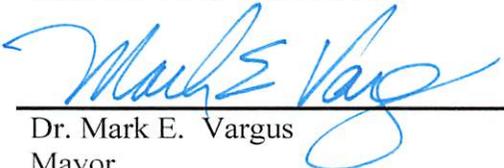
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXECUTED in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

LITTLE ELM

LAKWOOD VILLAGE

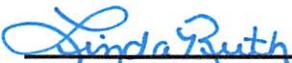
\_\_\_\_\_  
Curtis Cornelious  
Mayor

  
\_\_\_\_\_  
Dr. Mark E. Vargus  
Mayor

ATTEST:

ATTEST:

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

  
\_\_\_\_\_  
Linda Ruth, TRMC CMC  
Town Secretary

AGREED TO FORM:

\_\_\_\_\_  
P3Works, Lakewood Village Liaison Officer



**EXHIBIT A**

**Legal Description of the Property**

**TRACT 1**

BEING a tract of land situated in the C.C. Dickson Survey, Abstract No. 339, Denton County, Texas, and being portions of Lots 1 and 2 and all of Lots 3 thru 9 of Cardinal Ridge Estates, according to the Final Plat thereof recorded in Cabinet P, Page 255 of the Plat Records of Denton County, Texas, and also being a portion of a called 4.83 acre tract of land described as Tract 1 in a Special Warranty Deed to The Sanctuary Texas LLC, as recorded in Document No. 2019-106442 of the Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at the northwest corner of said Cardinal Ridge Estates, common to the southwest corner of a called 69.789 acre tract of land described in a deed to Taylor Morrison of Texas, Inc., as recorded in Document No. 2018-60177 of the Official Records of Denton County, Texas, being on the east line of Lake Lewisville;

THENCE North 89°36'11" East, departing the easterly line of said Lake Lewisville, along the northerly line of said Cardinal Ridge Estates, the southerly line of said 69.789 acre tract and the southerly line of South Oak, according to the plat thereof recorded in Document No. 2019-354 of the Plat Records of Denton County, Texas, a distance of 2430.22 feet to the northerly northeast corner of said Lot 9, common to an ell corner of said South Oak;

THENCE South 0°19'19" East, continuing along the northerly line of said Cardinal Ridge Estates and the southerly line of said South Oak, a distance of 37.08 feet to the southerly northeast corner of said Lot 9, common to an exterior corner of said South Oak;

THENCE South 89°42'07" East, continuing along the northerly line of said Cardinal Ridge Estates and the southerly line of said South Oak, and along the southerly line of a called 5.1807 acre tract of land described in a deed to Duyen Nguyen and Canh-Van Nguyen, as recorded in Document No. 1993-30424 of the Deed Records of Denton County, Texas, a distance of 415.04 feet to a point for corner;

THENCE South 8°13'40" West, departing the northerly line of said Cardinal Ridge Estates and the southerly line of said 5.1807 acre tract, and crossing said Cardinal Ridge Estates and said 4.83 acre tract, a distance of 241.64 feet to a point for corner;

THENCE South 16°57'19" West, continuing across said 4.83 acre tract, a distance of 73.95 feet to a point for corner on the southerly line of said 4.83 acre tract, and the northerly line of a called 4.660 acre tract of land described in a deed to Kristen E. Byler and Craig Byler, as recorded in Document No. 2015-128423 of the Official Records of Denton County, Texas;

THENCE North 89°38'49" West, along the southerly line of said 4.83 acre tract and the northerly line of said 4.660 acre tract, a distance of 294.78 feet to the southwest corner of said

4.83 acre tract, common to the northwest corner of said 4.660 acre tract, and being on the easterly line of said Cardinal Ridge Estates;

THENCE South 0°19'19" East, along the easterly line of said Cardinal Ridge Estates and the westerly line of said 4.660 acre tract, a distance of 33.21 feet to a point for corner;

THENCE South 25°40'06" West, continuing along the easterly line of said Cardinal Ridge Estates, the westerly line of said 4.660 acre tract, and the westerly line of a called 4.8956 acre tract of land described in a deed to Craig J. Byler and wife, Rebecca J. Byler, as recorded in Volume 4997, Page 3818 of the Deed Records of Denton County, Texas, a distance of 264.35 feet to the southwest corner of said 4.8956 acre tract, common to an ell corner of said Cardinal Ridge Estates;

THENCE South 64°14'49" East, continuing along the easterly line of said Cardinal Ridge Estates and along the southwest line of said 4.8956 acre tract, a distance of 307.35 feet to a point for corner;

THENCE South 25°52'37" West, departing the easterly line of said Cardinal Ridge Estates and the southwest line of said 4.8956 acre tract, and crossing said Cardinal Ridge Estates, a distance of 245.78 feet to a point for corner on the easterly line of said Cardinal Ridge Estates and the northerly line of a called 9.67 acre tract of land described in a deed to Eldorado West Property LLC, as recorded in Document No. 2017-40049 of the Official Records of Denton County, Texas;

THENCE North 64°15'46" West, along the easterly line of said Cardinal Ridge Estates and the northerly line of said 9.67 acre tract, a distance of 306.62 feet to the northwest corner of said 9.67 acre tract, common to an ell corner of said Cardinal Ridge Estates;

THENCE South 25°45'30" West, continuing along the easterly line of Cardinal Ridge Estates, the westerly line of said 9.67 acre tract, and the westerly line of a called 4.84 acre tract of land described in a deed to Eldorado West Property LLC, as recorded in Document No. 2017-107057 of the Official Records of Denton County, Texas, a distance of 737.21 feet to the southwest corner of said 4.84 acre tract, common the southeast corner of said Cardinal Ridge Estates, being on the northerly line of a called 4.778 acre tract of land described in a deed to Mitch Dudley Enterprises, Inc., as recorded in Document No. 2019-12560 of the Official Records of Denton County, Texas;

THENCE South 87°22'45" West, along the southerly line of said Cardinal Ridge Estates, the northerly line of said 4.778 acre tract and the northerly line of a called 4.863 acre tract of land described in a deed to Mitch Dudley Enterprises, Inc., as recorded in Document No. 2018-28970 of the Official Records of Denton County, Texas, a distance of 261.15 feet to the northwest corner of said 4.863 acre tract, common to the northeast corner of a called 4.888 acre tract of land described in a deed to Todd Rohwer and Monica Rohwer, as recorded in Document No. 2018-78332 of the Official Records of Denton County, Texas, the southeast corner of a called 1.397 acre tract of land described in a deed to Michael Kohlschmidt and Kara Kohlschmidt, as recorded in Document No. 2018-42768 of the Official Records of Denton County, Texas;

THENCE North 31°13'39" West, continuing along the southerly line of Cardinal Ridge Estates, along the northeasterly line of said 1.397 acre tract, and the northeasterly line of a called 10.000 acre tract of land described as Tract 1 in a deed to Todd Rohwer and Monica Rohwer, as recorded in Document No. 2016-50799 of the Official Records of Denton County, Texas, a distance of 441.88 feet to the common southerly corner of aforesaid Lot 1 and aforesaid Lot 2;

THENCE North 76°12'37" West, continuing along the southerly line of said Cardinal Ridge Estates and the northerly line of said 10.000 acre tract, a distance of 1496.47 feet to the southwest corner of said Cardinal Ridge Estates, common to the northwest corner of said 10.000 acre tract, being on the easterly line of aforesaid Lake Lewisville;

THENCE North 0°32'55" West, along the westerly line of said Cardinal Ridge Estates and the easterly line of said Lake Lewisville, a distance of 171.21 feet to a point for corner;

THENCE North 0°47'31" West, continuing along the westerly line of said Cardinal Ridge Estates and the easterly line of said Lake Lewisville, a distance of 593.68 feet to the POINT OF BEGINNING and containing 63.397 acres (2,761,579 square feet) of land, more or less.

## **TRACT 2**

BEING a tract of land situated in the C.C. Dickson Survey, Abstract No. 339, Denton County, Texas, and being portions of Lot 1 and a right-of-way dedication of Cardinal Ridge Estates, according to the Final Plat thereof recorded in Cabinet P, Page 255 of the Plat Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at the southeast corner of said right-of-way dedication, being in the centerline of Eldorado Parkway, formerly known as Garza Lane, a variable width right-of-way;

THENCE North 64°15'46" West, departing the centerline of said Eldorado Parkway, along the southwesterly line of said right-of-way dedication and crossing said Eldorado Parkway, passing en route the southeast corner of said Lot 1, common to the northeast corner of a called 9.67 acre tract of land described in a deed to Eldorado West Property LLC, as recorded in Document No. 2017-40049 of the Official Records of Denton County, Texas, being on the westerly right-of-way line of said Eldorado Parkway, and continuing along the same course and along the easterly line of said Lot 1 and the northeasterly line of said 9.67 acre tract, for a total distance of 373.32 feet to a point for corner;

THENCE departing the easterly line of said Lot 1 and the northeasterly line of said 9.67 acre tract, and crossing said Lot 1 and said right-of-way dedication, the following:

South 83°44'46" East, a distance of 189.92 feet to a point for corner;

South 87°27'10" East, a distance of 140.09 feet to a point for corner;

North 89°46'06" East, a distance of 72.89 feet to a point for corner on the easterly line of said right-of-way dedication and in the centerline of said Eldorado Parkway;

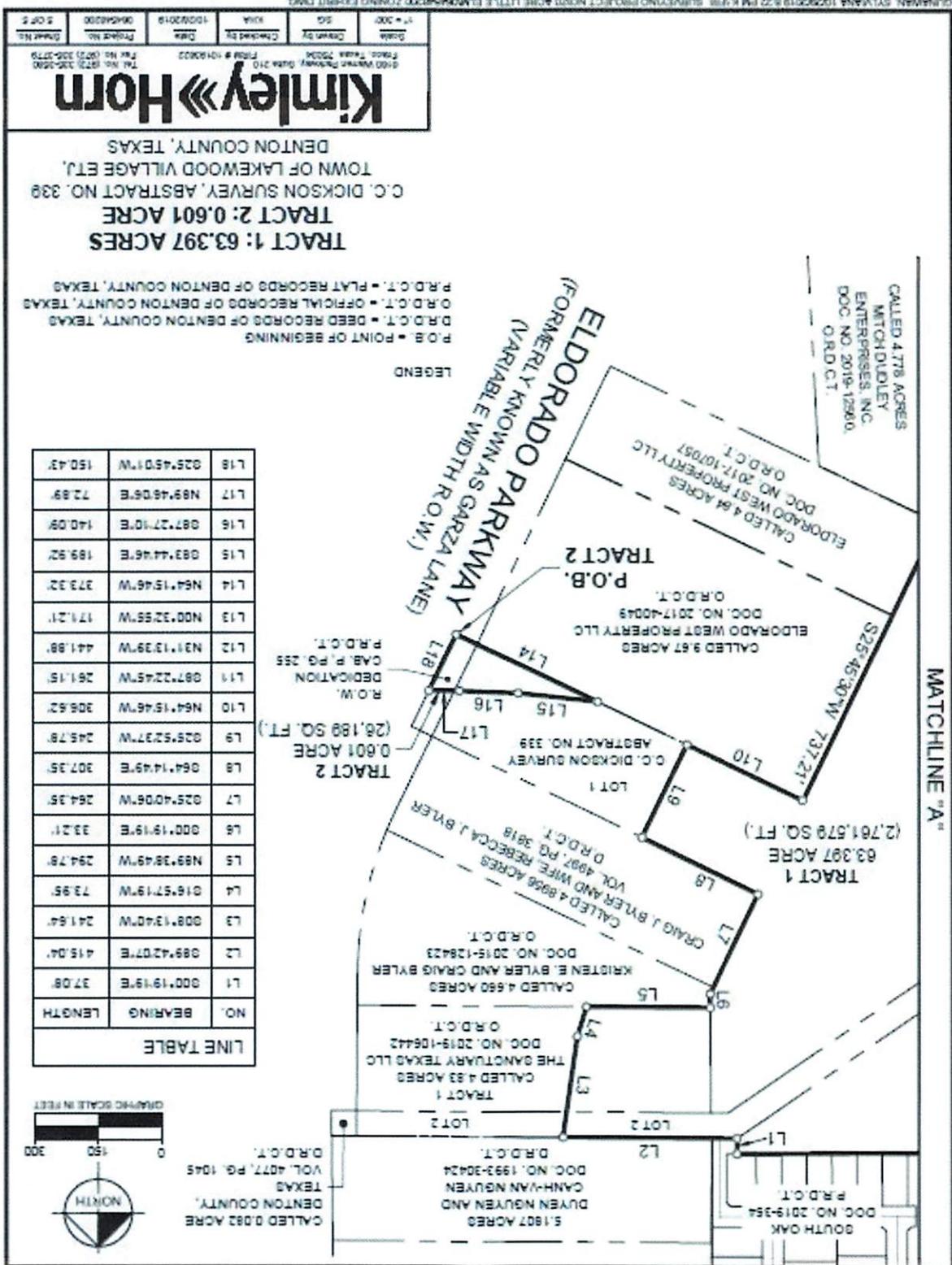
THENCE South 25°45'01" West, along the easterly line of said right-of-way dedication and the centerline of said Eldorado Parkway, a distance of 150.43 feet to the POINT OF BEGINNING and containing 0.601 of an acre (26,189 square feet) of land, more or less.

#### NOTES

The bearings for this description are based on a bearing of North 89°36'11" East, for the north line of Cardinal Ridge Estates according to the Final Plat recorded in Cabinet P, Page 255 of the Deed Records of Dallas County, Texas.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.





**EXHIBIT C**

**Legal Description of the Released Property**

TRACT 1

BEING a tract of land situated in the C.C. Dickson Survey, Abstract No. 339, Denton County, Texas, and being a portion of Lot 2 of Cardinal Ridge Estates, according to the Final Plat thereof recorded in Cabinet P, Page 255 of the Plat Records of Denton County, Texas, a portion of a called 4.83 acre tract of land described as Tract 1 in a Special Warranty Deed to The Sanctuary Texas LLC, as recorded in Document No. 2019-106442 of the Official Records of Denton County, Texas, all of a called 0.082 acre tract of land described in a deed to Denton County, Texas, as recorded in Volume 4077, Page 1045 of the Deed Records of Denton County, Texas, and also being all of a called 0.357 acre tract of land described in a deed to Denton County, Texas, as recorded in Document No. 97-R0070167 of the Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at the northeast corner of said 0.082 acre tract, common to the southeast corner of a called 5.1807 acre tract of land described in a deed to Duyen Nguyen and Canh-Van Nguyen, as recorded in Document No. 1993-30424 of the Deed Records of Denton County, Texas, being in the centerline of Eldorado Parkway, formerly known as Garza Lane, a variable width right-of-way;

THENCE South 0°44'00" East, along the east line of said 0.082 acre tract, the east line of said 0.357 acre tract, and the centerline of said Eldorado Parkway, a distance of 310.82 feet to the southeast corner of said 0.357 acre tract;

THENCE North 89°38'49" West, departing the centerline of said Eldorado Parkway, along the south line of said 0.357 acre tract and crossing said Eldorado Parkway, passing en route the southwest corner of said 0.357 acre tract, common to the southeast corner of said 4.83 acre tract, and the northeast corner of a called 4.660 acre tract of land described in a deed to Kristen E. Byler and Craig Byler, as recorded in Document No. 2015-128423 of the Official Records of Denton County, Texas, being on the west right-of-way line of said Eldorado Parkway, and continuing along the same course, the south line of said 4.83 acre tract, and the north line of said 4.660 acre tract, for a total distance of 605.60 feet to a point for corner on the current city limit of Town of Little Elm;

THENCE North 16°51'49" East, departing the south line of said 4.83 acre tract and the north line of said 4.660 acre tract, along said current city limit of Town of Little Elm and crossing said 4.83 acre tract, a distance of 73.59 feet to a point for corner;

THENCE North 8°13'40" East, continuing along said current city limit of Town of Little Elm, across said 4.83 acre tract and crossing said Lot 2, a distance of 241.96 feet to a point for corner on the northerly line of said Lot 2 and the south line of said 5.1807 acre tract;

THENCE South 89°42'07" East, departing said current city limit of Town of Little Elm, along the north line of said Lot 2 and the south line of said 5.1807 acre tract, passing en route the northeast corner of said Lot 2, common to the northwest corner of said 0.082 acre tract, being on the west right-of-way line of said Eldorado Parkway, and continuing along the same course, along the north line of said 0.082 acre tract and crossing said Eldorado Parkway, a distance of 545.64 feet to the POINT OF BEGINNING and containing 4.072 acres (177,388 square feet) of land, more or less.

## TRACT 2

BEING a tract of land situated in the C.C. Dickson Survey, Abstract No. 339, Denton County, Texas, and being a portion of Lot 1 and a right-of-way dedication of Cardinal Ridge Estates, according to the Final Plat thereof recorded in Cabinet P, Page 255 of the Plat Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at the northeast corner of said right-of-way dedication, being in the centerline of Eldorado Parkway, formerly known as Garza Lane, a variable width right-of-way;

THENCE South 25°45'01" West, along the centerline of said Eldorado Parkway and the southeasterly line of said right-of-way dedication, a distance of 95.18 feet to a point for corner on the current city limit of Town of Little Elm;

THENCE departing the centerline of said Eldorado Parkway, the southeasterly line of said right-of-way dedication, crossing said Eldorado Parkway, said right-of-way dedication and said Lot 1, and along said current city limit of Town of Little Elm, the following:

South 89°46'06" West, a distance of 72.89 feet to a point for corner;

North 87°27'10" West, a distance of 140.09 feet to a point for corner;

North 83°44'46" West, a distance of 189.92 feet to a point for corner on the easterly line of said Lot 1 and the northeasterly line of a called 9.67 acre tract of land described in a deed to Eldorado West Property LLC, as recorded in Document No. 2017-40049 of the Official Records of Denton County, Texas;

THENCE North 64°15'46" West, departing said current city limit of Town of Little Elm, along the easterly line of said Lot 1 and the northeasterly line of said 9.67 acre tract, a distance of 231.10 feet to a point for corner;

THENCE North 25°52'37" East, departing the easterly line of said Lot 1 and the northeasterly line of said 9.67 acre tract, and crossing said Lot 1, a distance of 245.78 feet to a point for corner on the easterly line of said Lot 1 and the southwesterly line of a called 4.8956 acre tract of land described in a deed to Craig J. Byler and wife, Rebecca J. Byler, as recorded in Volume 4997, Page 3818 of the Deed Records of Denton County, Texas;



THENCE South 64°14'49" East, along the easterly line of said Lot 1 and the southwesterly line of said 4.8956 acre tract, the northerly line of said right-of-way dedication, and crossing said Eldorado Parkway, a distance of 603.87 feet to the POINT OF BEGINNING and containing 2.806 acres (122,244 square feet) of land, more or less.

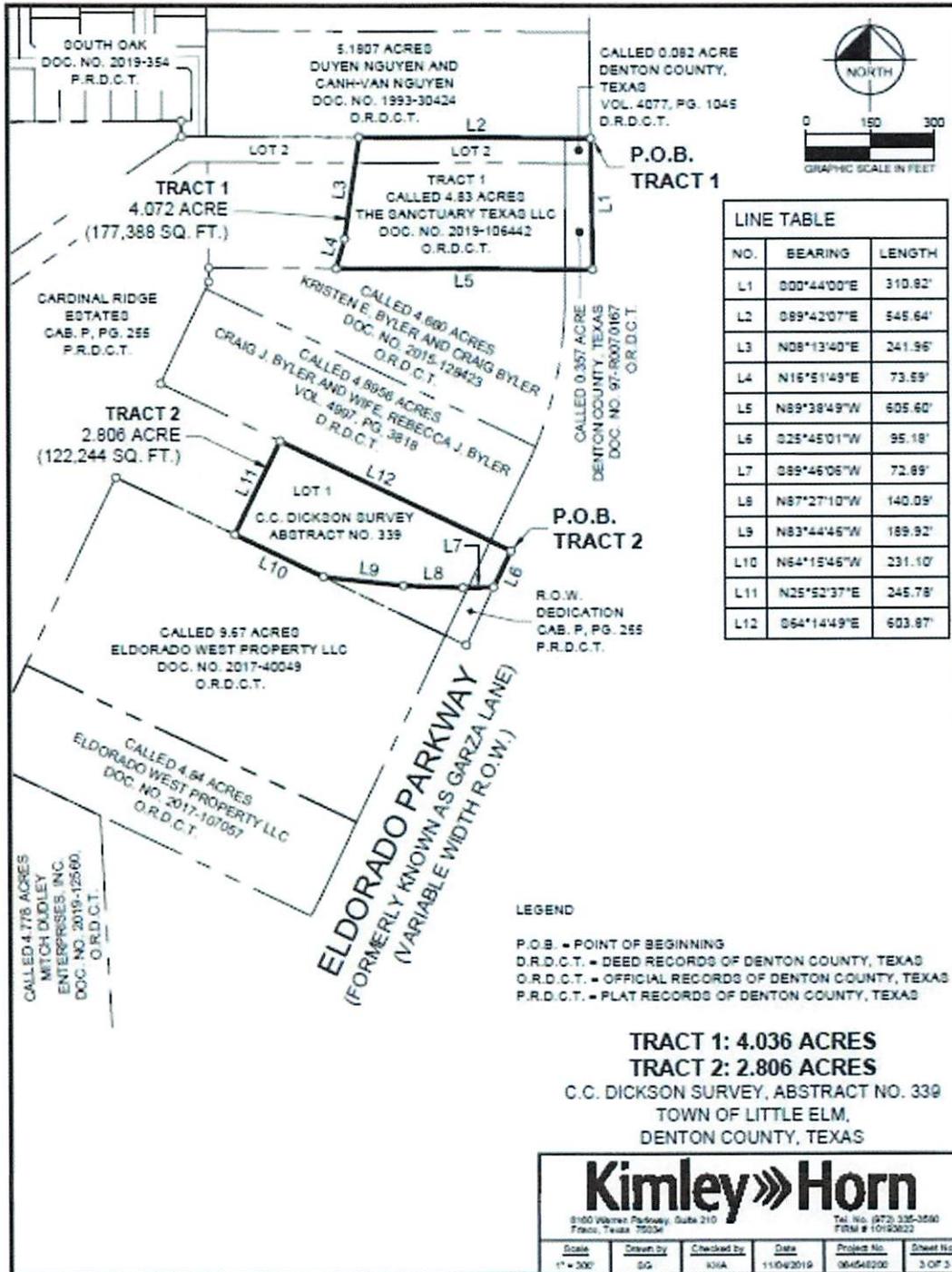
#### NOTES

The bearings for this description are based on a bearing of North 89°36'11" East, for the north line of Cardinal Ridge Estates according to the Final Plat recorded in Cabinet P, Page 255 of the Deed Records of Dallas County, Texas.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

**EXHIBIT D**

**Depiction of the Released Property**





**Date:** 09/07/2021  
**Agenda Item #:** 6. J.  
**Department:** Fire  
**Strategic Goal:** Ensure strong relationship within the community and region  
**Staff Contact:** Paul Rust, Fire Chief

---

**AGENDA ITEM:**

Consider Action to Approve an **Interlocal Cooperation Agreement for Fire and Emergency Medical Services to the Town of Cross Roads.**

**DESCRIPTION:**

The interlocal agreement for consideration has a 5-year term and will allow the Little Elm Fire Department (LEFD) to extend fire and emergency medical services to the Town of Cross Roads. LEFD will initially provide these services from our fire station located at 1801 Navo Road, Fire Station #3. Upon completion of the planned fire station associated with the Spiritas Ranch Development, Fire Station #4, LEFD will transition service delivery. Fire Station #4 will be the closest fire station in the area, providing the quickest possible response times to the Town of Cross Roads. Based upon the expected population and calls for service to be served, capacity will exist to extend LEFD services without deprecating the services LEFD provides to the citizens of Little Elm.

**BUDGET IMPACT:**

The interlocal agreement will generate revenue to the Town of Little Elm. The Town of Cross Roads will pay a contracted fee of \$452,300 annually for the first two years. Each additional contract year beyond the second will include a 2.5% adjustment for anticipated service delivery cost increases. Most of the expenses related to extending these services have already been incurred by the Town of Little Elm. Any additional expenses to provide these service will be offset by the revenues received through this contract.

**RECOMMENDED ACTION:**

Staff recommends approval.

---

**Attachments**

ILA Fire EMS Cross Roads



**INTERLOCAL AGREEMENT FOR FIRE, RESCUE, AND EMERGENCY MEDICAL SERVICES BETWEEN THE TOWN OF CROSS ROADS, TEXAS, AND THE TOWN OF LITTLE ELM, TEXAS**

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

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

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

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

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

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

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

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

**SECTION I  
EFFECTIVE DATE**

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

**SECTION II  
TERM OF AGREEMENT**

The term of this Agreement shall be for the period of October 1, 2021, through September 30, 2026.

**SECTION III  
GENERAL DEFINITIONS**

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:  
“**INCIDENT RESPONSE**” shall mean any circumstance where the communications center receives a request which merits the dispatching of a fire or medical unit, and said unit initiates a response to the “**SERVICE AREA**.” An **INCIDENT RESPONSE** may include both emergency and non-emergency calls for service and/or call types.

---

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

“SERVICE AREA” means any property or roadway within the corporate limits of CROSS ROADS.

### **CALL TYPE DEFINITIONS**

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

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

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

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

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

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

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

### **SECTION IV SERVICES TO BE PROVIDED**

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

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

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

---

providers.

**SECTION V  
CROSS ROADS RESPONSIBILITIES**

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

**SECTION VI  
LITTLE ELM RESPONSIBILITIES**

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

**SECTION VII  
PAYMENT FOR RETENTION OF SERVICE**

CROSS ROADS agrees to pay to LITTLE ELM an annual fee of \$452,300 for the first year of service. The annual fee shall be paid in four (4) equal parts on a quarterly basis as provided for in Section XI. The annual fee will remain at \$452,300 for the second year of service. Beginning on October 1, 2023, the third year of service, the annual fee will be increase 2.5%. Each subsequent year of service will include a 2.5% fee increase throughout the term of this Agreement. All payments shall be made from currently available funds.

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

**SECTION VIII  
AMBULANCE BILLING RATES**

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

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

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

---

**SECTION IX  
MONTHLY REPORTS**

LITTLE ELM agrees to provide CROSS ROADS with a monthly report from its INCIDENT REPORTS. The monthly report will identify the date, times, location, the alarm type for each call for service within the SERVICE AREA; as well as, the average response time of the first arriving unit. LITTLE ELM shall provide INCIDENT REPORTS for INCIDENT RESPONSES within the SERVICE AREA when requested by CROSS ROADS or a resident of CROSS ROADS. LITTLE ELM will comply with the Health Insurance Portability and Accountability Act (HIPAA) when it comes to matters related to patient reports and personal history information.

**SECTION X  
TERMINATION**

Either party giving one hundred eighty (180) days advance notice to the other party may terminate the Agreement at any time. In the event of such termination by either party, LITTLE ELM shall be compensated "pro rata" for all services performed to termination date, together with reimbursable expenses then due and as authorized by this Agreement. In the event of such termination, should LITTLE ELM be overcompensated on a "pro rata" basis for all services performed to termination date and/or be overcompensated by reimbursable expenses authorized by this Agreement, CROSS ROADS shall reimburse "pro rata" for all such overcompensation. Acceptance of said reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

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

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

**SECTION XII  
AMENDMENTS**

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

**SECTION XIII  
APPLICABLE LAWS/VENUE**

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

**SECTION XIV  
SEVERABILITY**

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

---

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

**SECTION XV  
NOTICES**

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

**SECTION XVI  
AUTHORIZATION OF SIGNATURES**

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

**SECTION XVII  
DISPUTE RESOLUTION**

LITTLE ELM and CROSS ROADS agree to work together in good faith to affect the purposes of this Agreement. In the event of any dispute relative to this Agreement, LITTLE ELM and CROSS ROADS shall endeavor to resolve such dispute through direct discussions involving the Mayors of both municipalities. When possible those efforts shall include at least one face-to-face meeting of a relevant decision-maker for each city. At a minimum the informal dispute resolution process shall include a phone call that includes a relevant decision-maker for each city. If the Parties are unable to informally resolve the dispute within thirty (30) days of notification, LITTLE ELM and CROSS ROADS agree to engage in mediation in good faith. The requirement to engage in mediation is a condition precedent to the initiation of litigation pursuant to this Agreement.

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

**LITTLE ELM**

**CROSS ROADS**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Mayor

ATTEST:

ATTEST:

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

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

\_\_\_\_\_



**Date:** 09/07/2021  
**Agenda Item #:** 6. K.  
**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 **Appointing Kate Graham as Acting Town Secretary.**

**DESCRIPTION:**

The position of Town Secretary is appointed by the Town Council. Due to an extended leave of absence by the current Town Secretary, staff is recommending that the Town Council appoint Kate Graham, Assistant to the Town Manager, as Acting Town Secretary during this leave period. This action will grant authority to Kate Graham to fulfill the duties of the position as listed in the Town Charter.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Staff recommends approval.

---



**Date:** 09/07/2021  
**Agenda Item #:** 6. L.  
**Department:** Administrative Services  
**Strategic Goal:** Ensure strong relationship within the community and region  
**Staff Contact:** Doug Peach, Deputy Town Manager

---

**AGENDA ITEM:**

Consider Action to Approve a **Service Agreement with SPAN, Inc. for Demand Response Transit Services for the 2020-2021 Fiscal Year.**

**DESCRIPTION:**

SPAN, Inc. has presented a Service Agreement for Demand Response Transit Services for the 2020-2021 fiscal year for the Town's consideration. This agreement is consistent with agreements between the Town and SPAN for this type service over the past six years. Through this agreement SPAN provides demand response transit services for Town residents that are age 60 or over, veterans, and people with documented disabilities.

The agreement is like the agreement from last year. There is no charge to the Town of Little Elm for this service. SPAN has received funding from the Cares Act for the services in FY 2021-2022.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Staff recommends approval.

---



## Town Council Meeting

**Date:** 09/07/2021  
**Agenda Item #:** 6. M.  
**Department:** Development Services  
**Strategic Goal:** Provide a safe and welcoming environment for Little Elm residents and visitors  
**Staff Contact:** Wesley Brandon, Town Engineer

---

### AGENDA ITEM:

Consider Action to Award a **Construction Contract for the FM 423 Green Ribbon Landscaping Improvement Project (Contract #2021-21) to Central North Construction, LLC in an Amount not to Exceed \$1,394,311.50.**

### DESCRIPTION:

On August 19, 2021, the Town received bids for the installation of landscaping improvements along FM 423. Bids were advertised in the local paper and posted on the Town's eProcurement system. Four (4) bidders responded, and the lowest responsible bidder was Central North Construction, LLC of Allen, Texas.

The overall project limits extend along FM 423, beginning near Eldorado Parkway and ending at the northern Town limits near Logan Springs Drive. The project includes the installation of landscape plantings, irrigation, and other incidental improvements within the medians along the roadway. A second phase of the project is planned for a future budget year to include similar improvements within the parkways.

The project is funded through the Texas Department of Transportation (TxDOT) Green Ribbon Program, which provides funding and other assistance to install beautification improvements along state highways. TxDOT will provide oversight to ensure the project is completed in accordance with the program's requirements. They are currently reviewing the proposed contract documents and must approve them prior to executing the construction contract.

### BUDGET IMPACT:

Funding will be provided by TxDOT as a reimbursement to the Town after the eligible expenses are incurred. Because the lowest responsible bid is lower than the eligible reimbursement amount of \$1,737,952.70, there are no anticipated construction-related costs to the Town.

\$ 1,294,311.50	Base Bid
-----------------	----------

\$ 100,000.00	<u>Contingency</u>
\$ 1,394,311.50	<b>Total Contract Amount</b>

**RECOMMENDED ACTION:**

Staff recommends approval.

---

**Attachments**

Project Layout

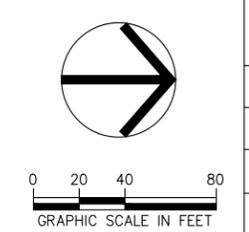
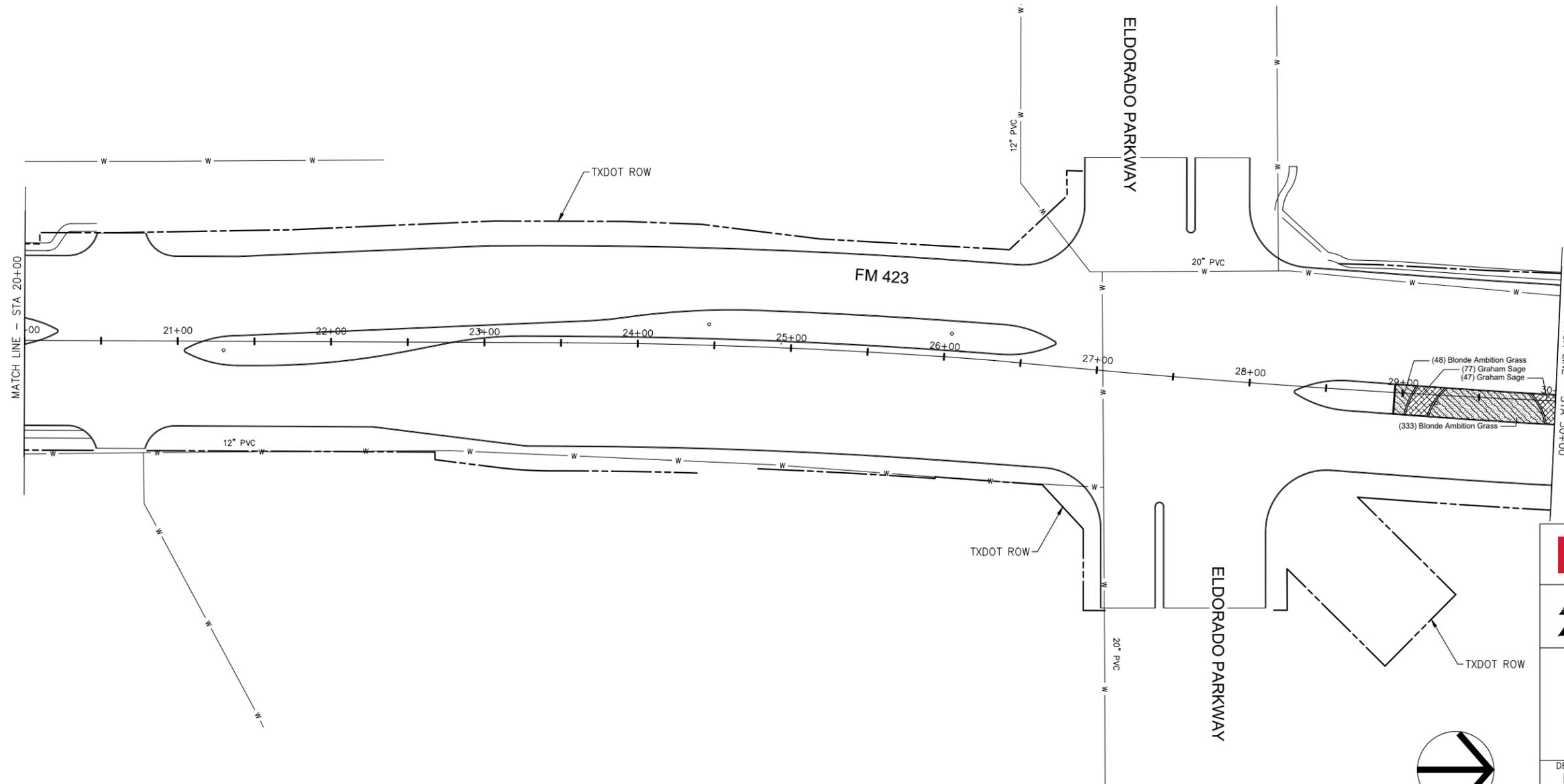
Concurrence Letter sent to TxDOT

### PLANTING NOTES

1. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE TOWN OF LITTLE ELM STANDARDS.
2. ALL PLANTS SHALL BE NURSERY GROWN. REFER TO PLANT LIST FOR QUANTITIES AND SPECIFICATIONS.
3. ALL TREES SHALL BE APPROVED BY THE OWNER OR OWNER'S REPRESENTATIVE PRIOR TO PLANTING.
4. THE SITE SHALL BE FINE GRADED PRIOR TO ANY PLANT INSTALLATION. ANY AREAS DISTURBED BY PLANTING SHALL BE REGRADED AND SMOOTHED PRIOR TO GRASS PLANTING.
5. THE CONTRACTOR SHALL FLAG UNDERGROUND UTILITY LOCATIONS AND MAINTAIN THESE LOCATIONS UNTIL ALL TREE LOCATIONS ARE APPROVED, AND PLANT PITS EXCAVATED.
6. THE OWNER OR OWNER'S REPRESENTATIVE SHALL APPROVE ALL PLANT LOCATIONS PRIOR TO PLANTING.
7. NO TREE SUBSTITUTIONS, SPECIES OR SIZE, WILL BE ACCEPTED WITHOUT THE PRIOR APPROVAL OF THE OWNER OR OWNER'S REPRESENTATIVE.
8. ALL TREES SHALL BE PLANTED PER DETS. 1 & 2 ON PLANTING DETAIL SHEET
9. CONTRACTOR SHALL ESTABLISH GRASS ON ALL AREAS DISTURBED BY CONSTRUCTION.

EXISTING UTILITIES  
 CONTRACTOR MUST VERIFY LOCATION OF ALL OVERHEAD AND UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL COORDINATE WITH TOWN OFFICIALS AND UTILITY COMPANIES IN LOCATING UTILITIES. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR LOSSES DUE TO DAMAGE TO UTILITIES. LOCATION FOR ALL UTILITIES SHOWN ON PLANS ARE APPROXIMATE. CONTRACTOR SHALL CALL DIG TESS, 1-800-DIG-TESS.

PLANT SCHEDULE MEDIAN C		
SHRUB AREAS	QTY	BOTANICAL / COMMON NAME
	381	BOUTELOUA GRACILIS 'BLONDE AMBITION' BLONDE AMBITION GRASS
	171	SALVIA MICROPHYLLA GRAHAM SAGE



**Parkhill** PARKHILL.COM

Texas Department of Transportation  
 © 2021

LANDSCAPE LAYOUT 'C'  
 STA. 20+00 TO STA. 30+00

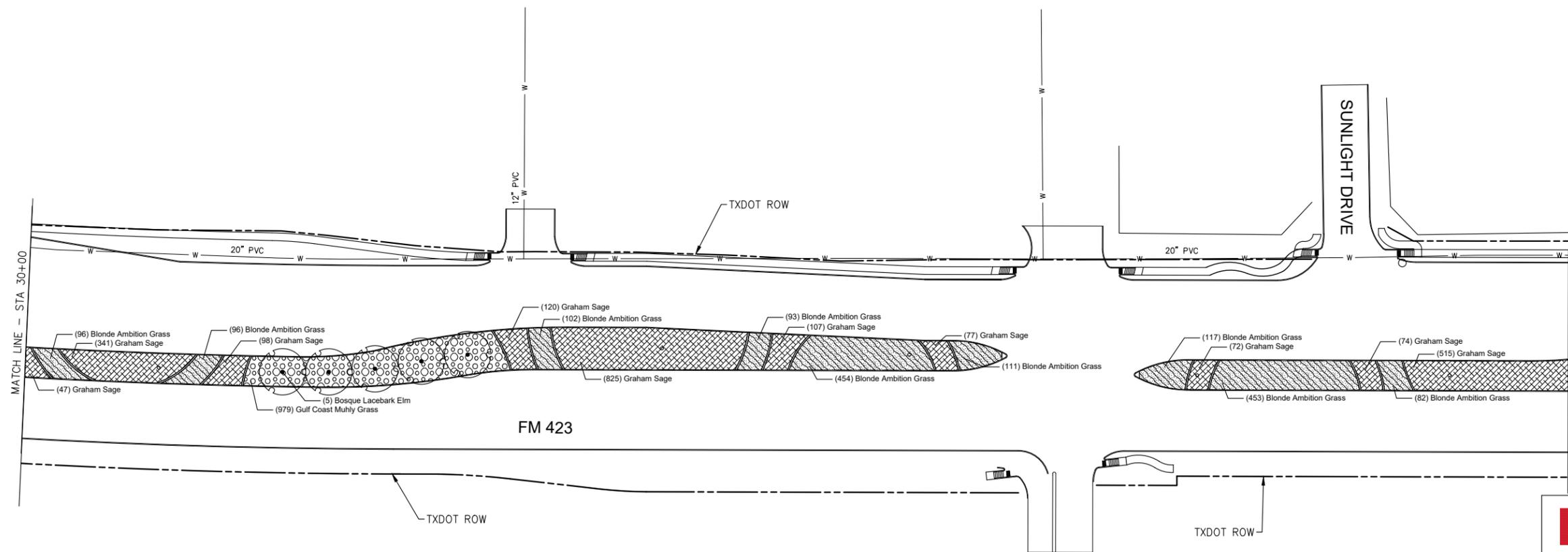
DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
ES	6	SEE TITLE SHEET		FM 423
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
ES	TEXAS	DALLAS	DENTON	
CHECK	CONTROL	SECTION	JOB	
SF	1315	02	014	
CHECK				41
CW				

### PLANTING NOTES

1. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE TOWN OF LITTLE ELM STANDARDS.
2. ALL PLANTS SHALL BE NURSERY GROWN. REFER TO PLANT LIST FOR QUANTITIES AND SPECIFICATIONS.
3. ALL TREES SHALL BE APPROVED BY THE OWNER OR OWNER'S REPRESENTATIVE PRIOR TO PLANTING.
4. THE SITE SHALL BE FINE GRADED PRIOR TO ANY PLANT INSTALLATION. ANY AREAS DISTURBED BY PLANTING SHALL BE REGRADED AND SMOOTHED PRIOR TO GRASS PLANTING.
5. THE CONTRACTOR SHALL FLAG UNDERGROUND UTILITY LOCATIONS AND MAINTAIN THESE LOCATIONS UNTIL ALL TREE LOCATIONS ARE APPROVED, AND PLANT PITS EXCAVATED.
6. THE OWNER OR OWNER'S REPRESENTATIVE SHALL APPROVE ALL PLANT LOCATIONS PRIOR TO PLANTING.
7. NO TREE SUBSTITUTIONS, SPECIES OR SIZE, WILL BE ACCEPTED WITHOUT THE PRIOR APPROVAL OF THE OWNER OR OWNER'S REPRESENTATIVE.
8. ALL TREES SHALL BE PLANTED PER DETS. 1 & 2 ON PLANTING DETAIL SHEET
9. CONTRACTOR SHALL ESTABLISH GRASS ON ALL AREAS DISTURBED BY CONSTRUCTION.

**EXISTING UTILITIES**  
 CONTRACTOR MUST VERIFY LOCATION OF ALL OVERHEAD AND UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL COORDINATE WITH TOWN OFFICIALS AND UTILITY COMPANIES IN LOCATING UTILITIES. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR LOSSES DUE TO DAMAGE TO UTILITIES. LOCATION FOR ALL UTILITIES SHOWN ON PLANS ARE APPROXIMATE. CONTRACTOR SHALL CALL DIG TESS, 1-800-DIG-TESS.

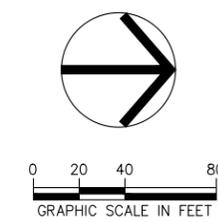
PLANT SCHEDULE MEDIAN D		
TREES	QTY	BOTANICAL / COMMON NAME
	5	ULMUS PARVIFOLIA 'UPMTF'™ BOSQUE LACEBARK ELM
SHRUB AREAS	QTY	BOTANICAL / COMMON NAME
	1,604	BOUTELOUA GRACILIS 'BLONDE AMBITION' BLONDE AMBITION GRASS
	979	MUHLENBERGIA CAPILLARIS 'GULF COAST' GULF COAST MUHLY GRASS
	2,276	SALVIA MICROPHYLLA GRAHAM SAGE



**Parkhill** PARKHILL.COM

 Texas Department of Transportation  
 © 2021

LANDSCAPE LAYOUT 'D'  
 STA. 30+00 TO STA. 40+00



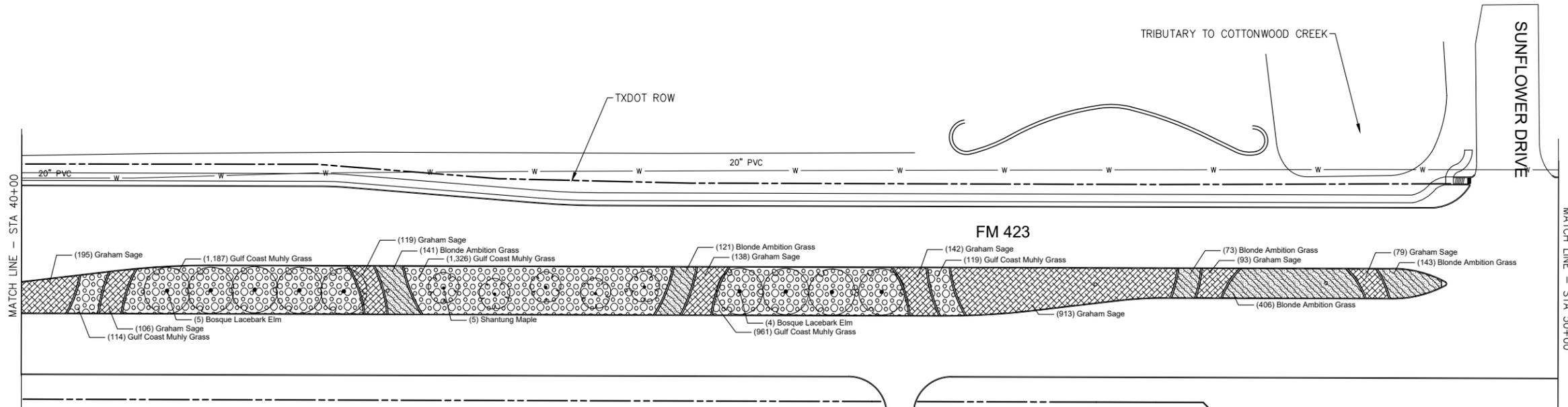
DESIGN	ES	FED. RD. DIV. NO.	6	FEDERAL AID PROJECT NO.	SEE TITLE SHEET	HIGHWAY NO.	FM 423
GRAPHICS	ES	STATE	TEXAS	DISTRICT	DALLAS	COUNTY	DENTON
CHECK	SF	CONTROL		SECTION		JOB	
CHECK	CW		1315		02		014
							42

### PLANTING NOTES

1. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE TOWN OF LITTLE ELM STANDARDS.
2. ALL PLANTS SHALL BE NURSERY GROWN. REFER TO PLANT LIST FOR QUANTITIES AND SPECIFICATIONS.
3. ALL TREES SHALL BE APPROVED BY THE OWNER OR OWNER'S REPRESENTATIVE PRIOR TO PLANTING.
4. THE SITE SHALL BE FINE GRADED PRIOR TO ANY PLANT INSTALLATION. ANY AREAS DISTURBED BY PLANTING SHALL BE REGRADED AND SMOOTHED PRIOR TO GRASS PLANTING.
5. THE CONTRACTOR SHALL FLAG UNDERGROUND UTILITY LOCATIONS AND MAINTAIN THESE LOCATIONS UNTIL ALL TREE LOCATIONS ARE APPROVED, AND PLANT PITS EXCAVATED.
6. THE OWNER OR OWNER'S REPRESENTATIVE SHALL APPROVE ALL PLANT LOCATIONS PRIOR TO PLANTING.
7. NO TREE SUBSTITUTIONS, SPECIES OR SIZE, WILL BE ACCEPTED WITHOUT THE PRIOR APPROVAL OF THE OWNER OR OWNER'S REPRESENTATIVE.
8. ALL TREES SHALL BE PLANTED PER DETS. 1 & 2 ON PLANTING DETAIL SHEET
9. CONTRACTOR SHALL ESTABLISH GRASS ON ALL AREAS DISTURBED BY CONSTRUCTION.

EXISTING UTILITIES  
 CONTRACTOR MUST VERIFY LOCATION OF ALL OVERHEAD AND UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL COORDINATE WITH TOWN OFFICIALS AND UTILITY COMPANIES IN LOCATING UTILITIES. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR LOSSES DUE TO DAMAGE TO UTILITIES. LOCATION FOR ALL UTILITIES SHOWN ON PLANS ARE APPROXIMATE. CONTRACTOR SHALL CALL DIG TESS, 1-800-DIG-TESS.

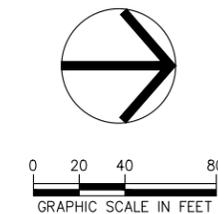
PLANT SCHEDULE MEDIAN E		
TREES	QTY	BOTANICAL / COMMON NAME
	5	ACER TRUNCATUM SHANTUNG MAPLE
	9	ULMUS PARVIFOLIA 'UPMTF' TM BOSQUE LACEBARK ELM
SHRUB AREAS	QTY	BOTANICAL / COMMON NAME
	884	BOUTELOUA GRACILIS 'BLONDE AMBITION' BLONDE AMBITION GRASS
	3,707	MUHLENBERGIA CAPILLARIS 'GULF COAST' GULF COAST MUHLY GRASS
	1,785	SALVIA MICROPHYLLA GRAHAM SAGE



**Parkhill** PARKHILL.COM

 Texas Department of Transportation  
 © 2021

LANDSCAPE LAYOUT 'E'  
 STA. 40+00 TO STA. 50+00



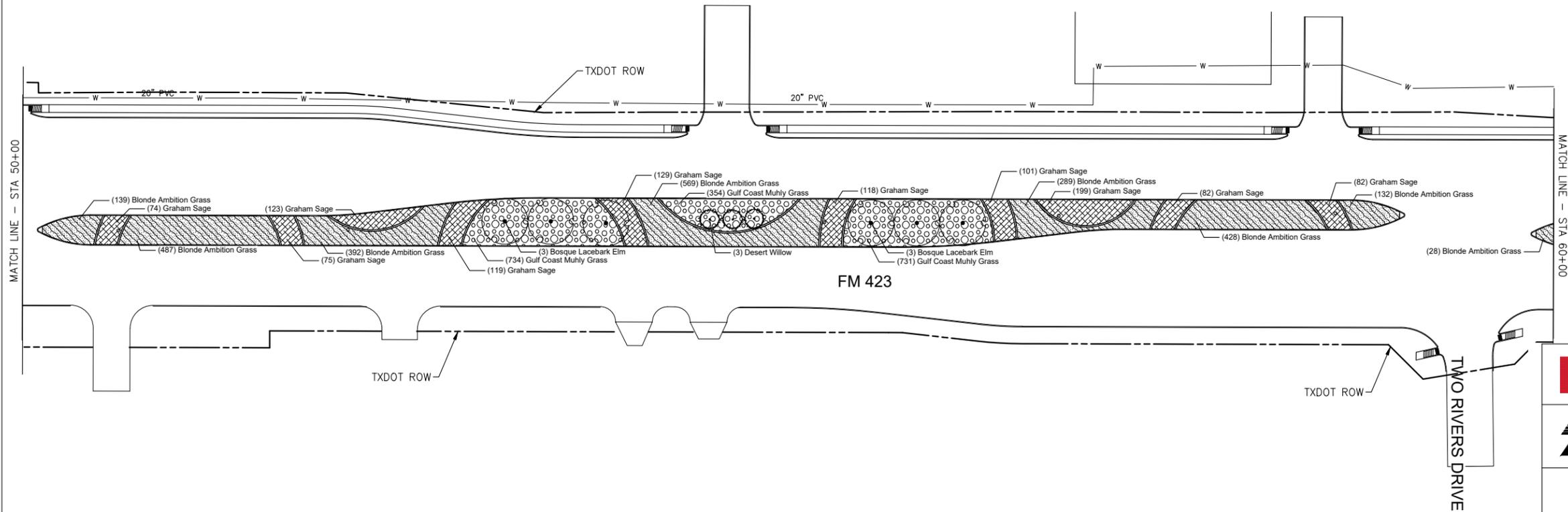
DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
ES	6	SEE TITLE SHEET		FM 423
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
ES	TEXAS	DALLAS	DENTON	
CHECK	CONTROL	SECTION	JOB	43
SF	1315	02	014	
CHECK				
CW				

### PLANTING NOTES

1. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE TOWN OF LITTLE ELM STANDARDS.
2. ALL PLANTS SHALL BE NURSERY GROWN. REFER TO PLANT LIST FOR QUANTITIES AND SPECIFICATIONS.
3. ALL TREES SHALL BE APPROVED BY THE OWNER OR OWNER'S REPRESENTATIVE PRIOR TO PLANTING.
4. THE SITE SHALL BE FINE GRADED PRIOR TO ANY PLANT INSTALLATION. ANY AREAS DISTURBED BY PLANTING SHALL BE REGRADED AND SMOOTHED PRIOR TO GRASS PLANTING.
5. THE CONTRACTOR SHALL FLAG UNDERGROUND UTILITY LOCATIONS AND MAINTAIN THESE LOCATIONS UNTIL ALL TREE LOCATIONS ARE APPROVED, AND PLANT PITS EXCAVATED.
6. THE OWNER OR OWNER'S REPRESENTATIVE SHALL APPROVE ALL PLANT LOCATIONS PRIOR TO PLANTING.
7. NO TREE SUBSTITUTIONS, SPECIES OR SIZE, WILL BE ACCEPTED WITHOUT THE PRIOR APPROVAL OF THE OWNER OR OWNER'S REPRESENTATIVE.
8. ALL TREES SHALL BE PLANTED PER DETS. 1 & 2 ON PLANTING DETAIL SHEET
9. CONTRACTOR SHALL ESTABLISH GRASS ON ALL AREAS DISTURBED BY CONSTRUCTION.

EXISTING UTILITIES  
 CONTRACTOR MUST VERIFY LOCATION OF ALL OVERHEAD AND UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL COORDINATE WITH TOWN OFFICIALS AND UTILITY COMPANIES IN LOCATING UTILITIES. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR LOSSES DUE TO DAMAGE TO UTILITIES. LOCATION FOR ALL UTILITIES SHOWN ON PLANS ARE APPROXIMATE. CONTRACTOR SHALL CALL DIG TESS, 1-800-DIG-TESS.

PLANT SCHEDULE MEDIAN F		
TREES	QTY	BOTANICAL / COMMON NAME
	3	CHILOPSIS LINEARIS 'ART'S SEEDLESS' DESERT WILLOW MULTI-TRUNK
	6	ULMUS PARVIFOLIA 'UPMTF' TM BOSQUE LACEBARK ELM
SHRUB AREAS	QTY	BOTANICAL / COMMON NAME
	2,464	BOUTELOUA GRACILIS 'BLONDE AMBITION' BLONDE AMBITION GRASS
	1,819	MUHLENBERGIA CAPILLARIS 'GULF COAST' GULF COAST MUHLY GRASS
	1,102	SALVIA MICROPHYLLA GRAHAM SAGE



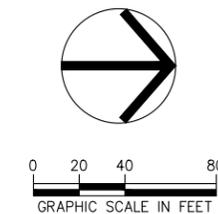
FM 423

**Parkhill** PARKHILL.COM

Texas Department of Transportation  
 © 2021

LANDSCAPE LAYOUT 'F'  
 STA. 50+00 TO STA. 60+00

DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
ES	6	SEE TITLE SHEET		FM 423
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
ES	TEXAS	DALLAS	DENTON	
CHECK	CONTROL	SECTION	JOB	44
SF	1315	02	014	
CHECK				
CW				

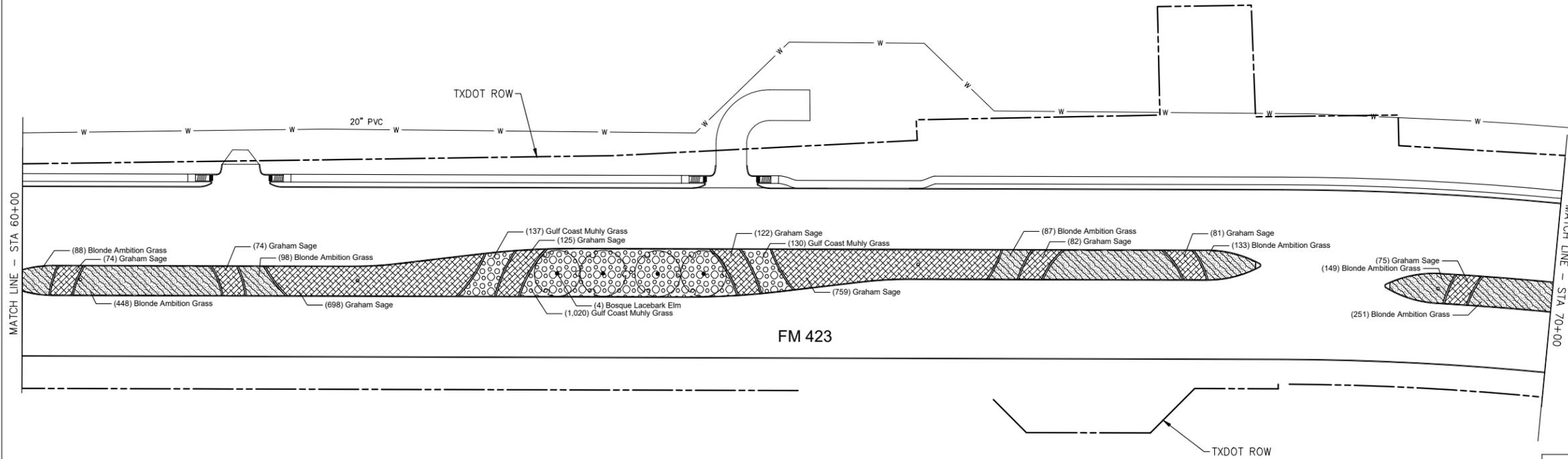


### PLANTING NOTES

1. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE TOWN OF LITTLE ELM STANDARDS.
2. ALL PLANTS SHALL BE NURSERY GROWN. REFER TO PLANT LIST FOR QUANTITIES AND SPECIFICATIONS.
3. ALL TREES SHALL BE APPROVED BY THE OWNER OR OWNER'S REPRESENTATIVE PRIOR TO PLANTING.
4. THE SITE SHALL BE FINE GRADED PRIOR TO ANY PLANT INSTALLATION. ANY AREAS DISTURBED BY PLANTING SHALL BE REGRADED AND SMOOTHED PRIOR TO GRASS PLANTING.
5. THE CONTRACTOR SHALL FLAG UNDERGROUND UTILITY LOCATIONS AND MAINTAIN THESE LOCATIONS UNTIL ALL TREE LOCATIONS ARE APPROVED, AND PLANT PITS EXCAVATED.
6. THE OWNER OR OWNER'S REPRESENTATIVE SHALL APPROVE ALL PLANT LOCATIONS PRIOR TO PLANTING.
7. NO TREE SUBSTITUTIONS, SPECIES OR SIZE, WILL BE ACCEPTED WITHOUT THE PRIOR APPROVAL OF THE OWNER OR OWNER'S REPRESENTATIVE.
8. ALL TREES SHALL BE PLANTED PER DETS. 1 & 2 ON PLANTING DETAIL SHEET
9. CONTRACTOR SHALL ESTABLISH GRASS ON ALL AREAS DISTURBED BY CONSTRUCTION.

EXISTING UTILITIES  
 CONTRACTOR MUST VERIFY LOCATION OF ALL OVERHEAD AND UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL COORDINATE WITH TOWN OFFICIALS AND UTILITY COMPANIES IN LOCATING UTILITIES. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR LOSSES DUE TO DAMAGE TO UTILITIES. LOCATION FOR ALL UTILITIES SHOWN ON PLANS ARE APPROXIMATE. CONTRACTOR SHALL CALL DIG TESS, 1-800-DIG-TESS.

PLANT SCHEDULE MEDIAN G		
TREES	QTY	BOTANICAL / COMMON NAME
	4	ULMUS PARVIFOLIA 'UPMTF'™ BOSQUE LACEBARK ELM
SHRUB AREAS	QTY	BOTANICAL / COMMON NAME
	1,646	BOUTELOUA GRACILIS 'BLONDE AMBITION' BLONDE AMBITION GRASS
	1,287	MUHLENBERGIA CAPILLARIS 'GULF COAST' GULF COAST MUHLY GRASS
	2,090	SALVIA MICROPHYLLA GRAHAM SAGE

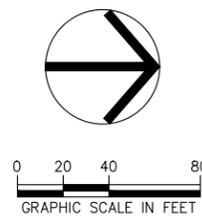


**Parkhill** PARKHILL.COM

 Texas Department of Transportation  
 © 2021

LANDSCAPE LAYOUT 'G'  
 STA. 60+00 TO STA. 70+00

DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
ES	6	SEE TITLE SHEET		FM 423
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
ES	TEXAS	DALLAS	DENTON	
CHECK	CONTROL	SECTION	JOB	45
SF				
CHECK	1315	02	014	
CW				

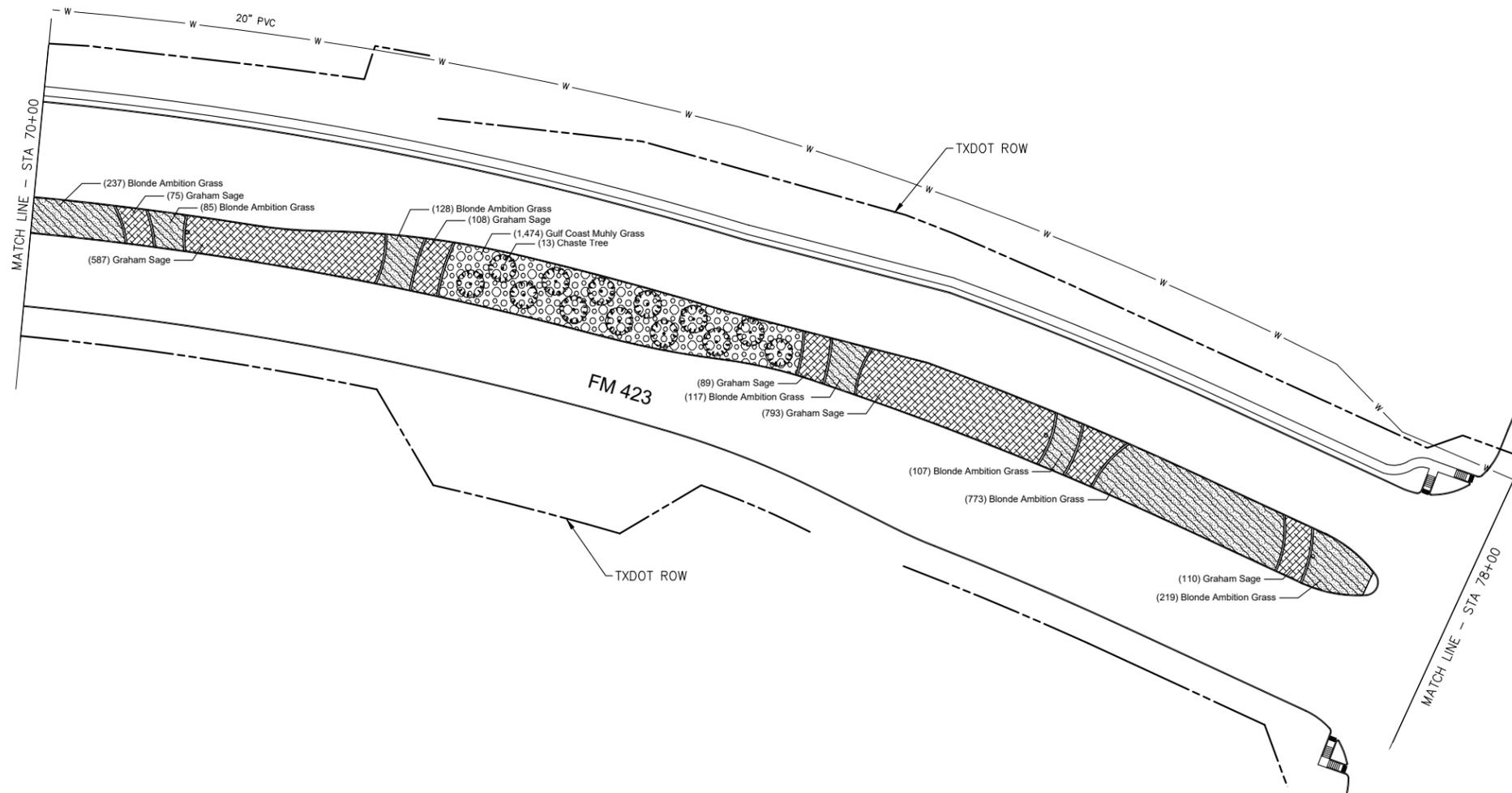


### PLANTING NOTES

1. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE TOWN OF LITTLE ELM STANDARDS.
2. ALL PLANTS SHALL BE NURSERY GROWN. REFER TO PLANT LIST FOR QUANTITIES AND SPECIFICATIONS.
3. ALL TREES SHALL BE APPROVED BY THE OWNER OR OWNER'S REPRESENTATIVE PRIOR TO PLANTING.
4. THE SITE SHALL BE FINE GRADED PRIOR TO ANY PLANT INSTALLATION. ANY AREAS DISTURBED BY PLANTING SHALL BE REGRADED AND SMOOTHED PRIOR TO GRASS PLANTING.
5. THE CONTRACTOR SHALL FLAG UNDERGROUND UTILITY LOCATIONS AND MAINTAIN THESE LOCATIONS UNTIL ALL TREE LOCATIONS ARE APPROVED, AND PLANT PITS EXCAVATED.
6. THE OWNER OR OWNER'S REPRESENTATIVE SHALL APPROVE ALL PLANT LOCATIONS PRIOR TO PLANTING.
7. NO TREE SUBSTITUTIONS, SPECIES OR SIZE, WILL BE ACCEPTED WITHOUT THE PRIOR APPROVAL OF THE OWNER OR OWNER'S REPRESENTATIVE.
8. ALL TREES SHALL BE PLANTED PER DETS. 1 & 2 ON PLANTING DETAIL SHEET
9. CONTRACTOR SHALL ESTABLISH GRASS ON ALL AREAS DISTURBED BY CONSTRUCTION.

EXISTING UTILITIES  
 CONTRACTOR MUST VERIFY LOCATION OF ALL OVERHEAD AND UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL COORDINATE WITH TOWN OFFICIALS AND UTILITY COMPANIES IN LOCATING UTILITIES. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR LOSSES DUE TO DAMAGE TO UTILITIES. LOCATION FOR ALL UTILITIES SHOWN ON PLANS ARE APPROXIMATE. CONTRACTOR SHALL CALL DIG TESS, 1-800-DIG-TESS.

PLANT SCHEDULE MEDIAN H		
TREES	QTY	BOTANICAL / COMMON NAME
	13	VITEX AGNUS-CASTUS 'SHOAL CREEK' CHASTE TREE MULTI-TRUNK
SHRUB AREAS	QTY	BOTANICAL / COMMON NAME
	1,666	BOUTELOUA GRACILIS 'BLONDE AMBITION' BLONDE AMBITION GRASS
	1,474	MUHLBERGIA CAPILLARIS 'GULF COAST' GULF COAST MUHLY GRASS
	1,898	SALVIA MICROPHYLLA GRAHAM SAGE

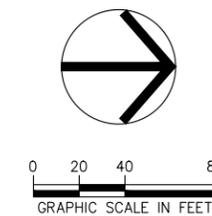


**Parkhill** PARKHILL.COM

 Texas Department of Transportation  
 © 2021

LANDSCAPE LAYOUT 'H'  
 STA. 70+00 TO STA. 78+00

DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
ES	6	SEE TITLE SHEET		FM 423
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
ES	TEXAS	DALLAS	DENTON	46
CHECK	CONTROL	SECTION	JOB	
SF	1315	02	014	
CHECK				
CW				



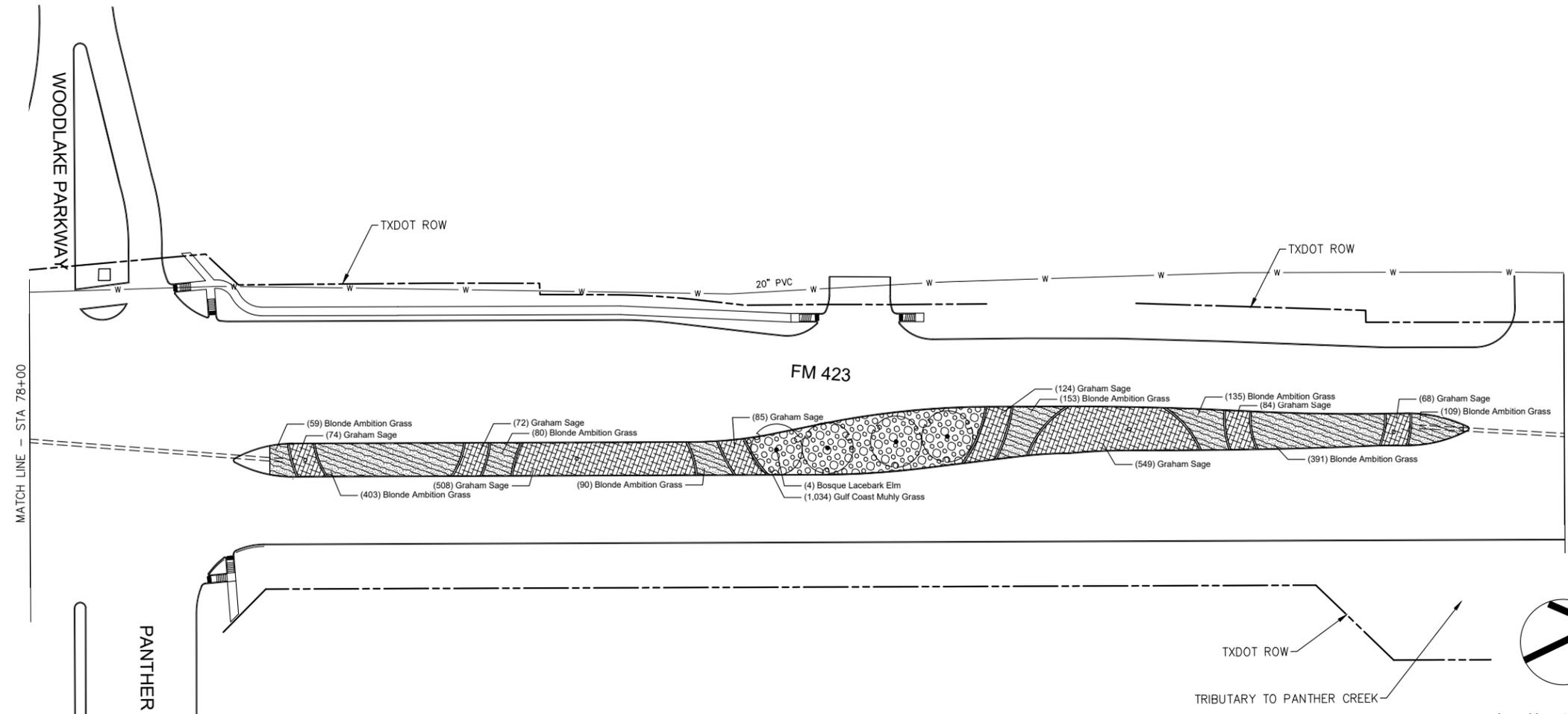
### PLANTING NOTES

1. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE TOWN OF LITTLE ELM STANDARDS.
2. ALL PLANTS SHALL BE NURSERY GROWN. REFER TO PLANT LIST FOR QUANTITIES AND SPECIFICATIONS.
3. ALL TREES SHALL BE APPROVED BY THE OWNER OR OWNER'S REPRESENTATIVE PRIOR TO PLANTING.
4. THE SITE SHALL BE FINE GRADED PRIOR TO ANY PLANT INSTALLATION. ANY AREAS DISTURBED BY PLANTING SHALL BE REGRADED AND SMOOTHED PRIOR TO GRASS PLANTING.
5. THE CONTRACTOR SHALL FLAG UNDERGROUND UTILITY LOCATIONS AND MAINTAIN THESE LOCATIONS UNTIL ALL TREE LOCATIONS ARE APPROVED, AND PLANT PITS EXCAVATED.
6. THE OWNER OR OWNER'S REPRESENTATIVE SHALL APPROVE ALL PLANT LOCATIONS PRIOR TO PLANTING.
7. NO TREE SUBSTITUTIONS, SPECIES OR SIZE, WILL BE ACCEPTED WITHOUT THE PRIOR APPROVAL OF THE OWNER OR OWNER'S REPRESENTATIVE.
8. ALL TREES SHALL BE PLANTED PER DETS. 1 & 2 ON PLANTING DETAIL SHEET
9. CONTRACTOR SHALL ESTABLISH GRASS ON ALL AREAS DISTURBED BY CONSTRUCTION.

**EXISTING UTILITIES**  
 CONTRACTOR MUST VERIFY LOCATION OF ALL OVERHEAD AND UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL COORDINATE WITH TOWN OFFICIALS AND UTILITY COMPANIES IN LOCATING UTILITIES. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR LOSSES DUE TO DAMAGE TO UTILITIES. LOCATION FOR ALL UTILITIES SHOWN ON PLANS ARE APPROXIMATE. CONTRACTOR SHALL CALL DIG TESS, 1-800-DIG-TESS.

### PLANT SCHEDULE MEDIAN I

TREES	QTY	BOTANICAL / COMMON NAME
	4	ULMUS PARVIFOLIA 'UPMTF'™ TM BOSQUE LACEBARK ELM
SHRUB AREAS	QTY	BOTANICAL / COMMON NAME
	1,420	BOUTELOUA GRACILIS 'BLONDE AMBITION' BLONDE AMBITION GRASS
	1,034	MUHLENBERGIA CAPILLARIS 'GULF COAST' GULF COAST MUHLY GRASS
	1,564	SALVIA MICROPHYLLA GRAHAM SAGE



**Parkhill** PARKHILL.COM

 Texas Department of Transportation  
 © 2021

LANDSCAPE LAYOUT '1'  
 STA. 78+00 TO STA. 87+00

DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
ES	6	SEE TITLE SHEET		FM 423
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
ES	TEXAS	DALLAS	DENTON	47
CHECK	CONTROL	SECTION	JOB	
SF	1315	02	014	
CHECK	CW			

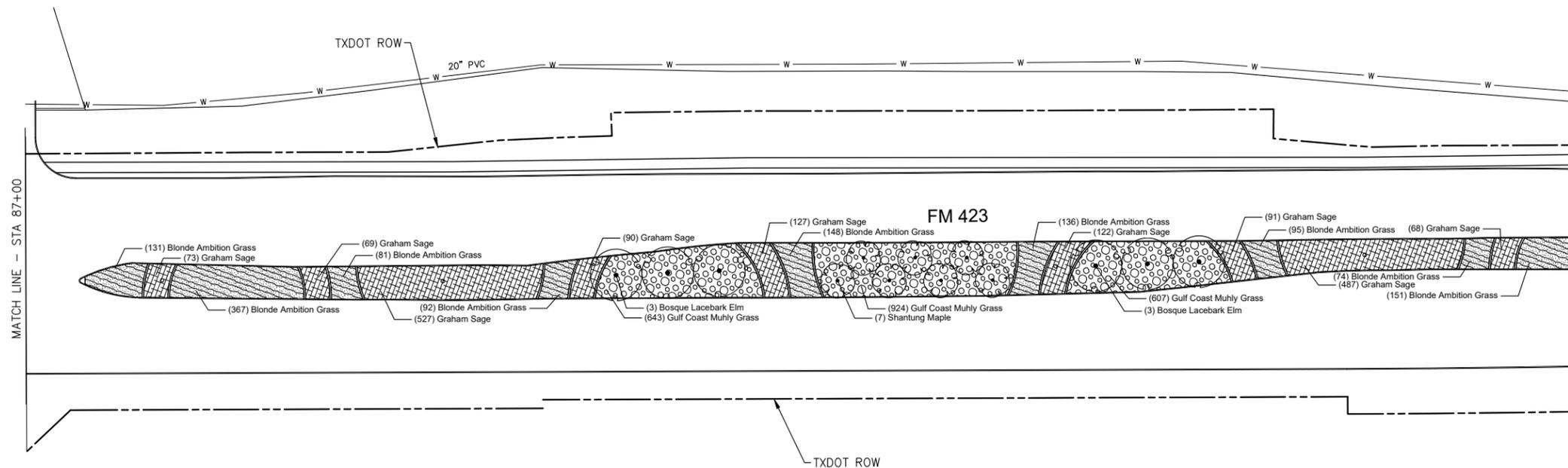


### PLANTING NOTES

1. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE TOWN OF LITTLE ELM STANDARDS.
2. ALL PLANTS SHALL BE NURSERY GROWN. REFER TO PLANT LIST FOR QUANTITIES AND SPECIFICATIONS.
3. ALL TREES SHALL BE APPROVED BY THE OWNER OR OWNER'S REPRESENTATIVE PRIOR TO PLANTING.
4. THE SITE SHALL BE FINE GRADED PRIOR TO ANY PLANT INSTALLATION. ANY AREAS DISTURBED BY PLANTING SHALL BE REGRADED AND SMOOTHED PRIOR TO GRASS PLANTING.
5. THE CONTRACTOR SHALL FLAG UNDERGROUND UTILITY LOCATIONS AND MAINTAIN THESE LOCATIONS UNTIL ALL TREE LOCATIONS ARE APPROVED, AND PLANT PITS EXCAVATED.
6. THE OWNER OR OWNER'S REPRESENTATIVE SHALL APPROVE ALL PLANT LOCATIONS PRIOR TO PLANTING.
7. NO TREE SUBSTITUTIONS, SPECIES OR SIZE, WILL BE ACCEPTED WITHOUT THE PRIOR APPROVAL OF THE OWNER OR OWNER'S REPRESENTATIVE.
8. ALL TREES SHALL BE PLANTED PER DETS. 1 & 2 ON PLANTING DETAIL SHEET
9. CONTRACTOR SHALL ESTABLISH GRASS ON ALL AREAS DISTURBED BY CONSTRUCTION.

EXISTING UTILITIES  
 CONTRACTOR MUST VERIFY LOCATION OF ALL OVERHEAD AND UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL COORDINATE WITH TOWN OFFICIALS AND UTILITY COMPANIES IN LOCATING UTILITIES. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR LOSSES DUE TO DAMAGE TO UTILITIES. LOCATION FOR ALL UTILITIES SHOWN ON PLANS ARE APPROXIMATE. CONTRACTOR SHALL CALL DIG TESS, 1-800-DIG-TESS.

PLANT SCHEDULE MEDIAN J		
TREES	QTY	BOTANICAL / COMMON NAME
	7	ACER TRUNCATUM SHANTUNG MAPLE
	6	ULMUS PARVIFOLIA 'UPMTF'™ BOSQUE LACEBARK ELM
SHRUB AREAS	QTY	BOTANICAL / COMMON NAME
	1,275	BOUTELOUA GRACILIS 'BLONDE AMBITION' BLONDE AMBITION GRASS
	2,174	MUHLENBERGIA CAPILLARIS 'GULF COAST' GULF COAST MUHLY GRASS
	1,654	SALVIA MICROPHYLLA GRAHAM SAGE

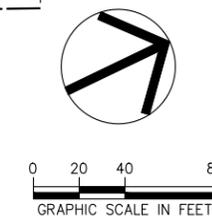


**Parkhill** PARKHILL.COM

 Texas Department of Transportation  
 © 2021

LANDSCAPE LAYOUT 'J'  
 STA. 87+00 TO STA. 96+00

DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
ES	6	SEE TITLE SHEET		FM 423
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
ES	TEXAS	DALLAS	DENTON	48
CHECK	CONTROL	SECTION	JOB	
SF	1315	02	014	
CW				



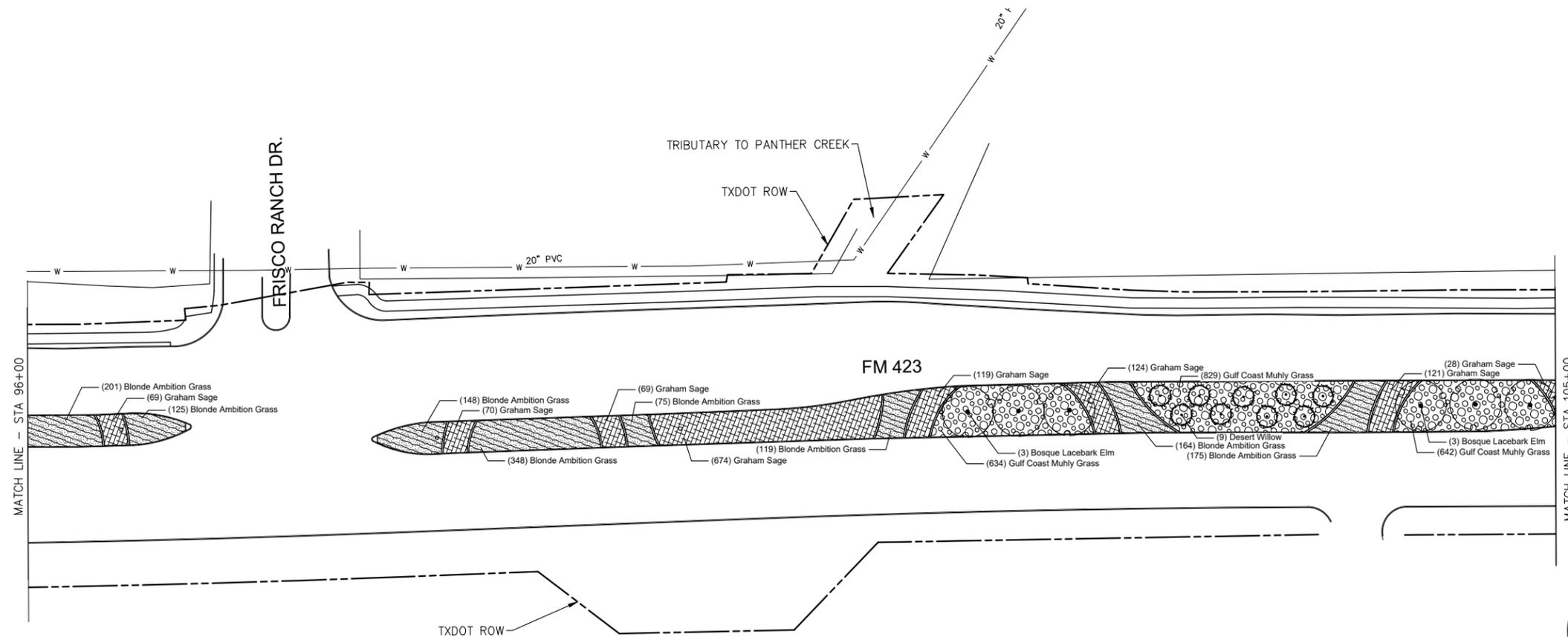
### PLANTING NOTES

1. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE TOWN OF LITTLE ELM STANDARDS.
2. ALL PLANTS SHALL BE NURSERY GROWN. REFER TO PLANT LIST FOR QUANTITIES AND SPECIFICATIONS.
3. ALL TREES SHALL BE APPROVED BY THE OWNER OR OWNER'S REPRESENTATIVE PRIOR TO PLANTING.
4. THE SITE SHALL BE FINE GRADED PRIOR TO ANY PLANT INSTALLATION. ANY AREAS DISTURBED BY PLANTING SHALL BE REGRADED AND SMOOTHED PRIOR TO GRASS PLANTING.
5. THE CONTRACTOR SHALL FLAG UNDERGROUND UTILITY LOCATIONS AND MAINTAIN THESE LOCATIONS UNTIL ALL TREE LOCATIONS ARE APPROVED, AND PLANT PITS EXCAVATED.
6. THE OWNER OR OWNER'S REPRESENTATIVE SHALL APPROVE ALL PLANT LOCATIONS PRIOR TO PLANTING.
7. NO TREE SUBSTITUTIONS, SPECIES OR SIZE, WILL BE ACCEPTED WITHOUT THE PRIOR APPROVAL OF THE OWNER OR OWNER'S REPRESENTATIVE.
8. ALL TREES SHALL BE PLANTED PER DETS. 1 & 2 ON PLANTING DETAIL SHEET
9. CONTRACTOR SHALL ESTABLISH GRASS ON ALL AREAS DISTURBED BY CONSTRUCTION.

**EXISTING UTILITIES**  
 CONTRACTOR MUST VERIFY LOCATION OF ALL OVERHEAD AND UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL COORDINATE WITH TOWN OFFICIALS AND UTILITY COMPANIES IN LOCATING UTILITIES. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR LOSSES DUE TO DAMAGE TO UTILITIES. LOCATION FOR ALL UTILITIES SHOWN ON PLANS ARE APPROXIMATE. CONTRACTOR SHALL CALL DIG TESS, 1-800-DIG-TESS.

### PLANT SCHEDULE MEDIAN K

TREES	QTY	BOTANICAL / COMMON NAME
	9	CHILOPSIS LINEARIS 'ART'S SEEDLESS' DESERT WILLOW MUTLI-TRUNK
	6	ULMUS PARVIFOLIA 'UPMTF' TM BOSQUE LACEBARK ELM
SHRUB AREAS	QTY	BOTANICAL / COMMON NAME
	1,355	BOUPELLOUA GRACILIS 'BLONDE AMBITION' BLONDE AMBITION GRASS
	2,105	MUHLENBERGIA CAPILLARIS 'GULF COAST' GULF COAST MUHLY GRASS
	1,274	SALVIA MICROPHYLLA GRAHAM SAGE

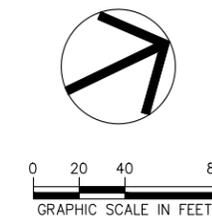


**Parkhill** PARKHILL.COM

Texas Department of Transportation  
 © 2021

LANDSCAPE LAYOUT 'K'  
 STA. 96+00 TO STA. 105+00

DESIGN ES	FED. RD. DIV. NO. 6	FEDERAL AID PROJECT NO. SEE TITLE SHEET		HIGHWAY NO. FM 423
GRAPHICS ES	STATE	DISTRICT	COUNTY	SHEET NO.
CHECK SF	TEXAS	DALLAS	DENTON	49
CHECK CW	CONTROL	SECTION	JOB	
	1315	02	014	

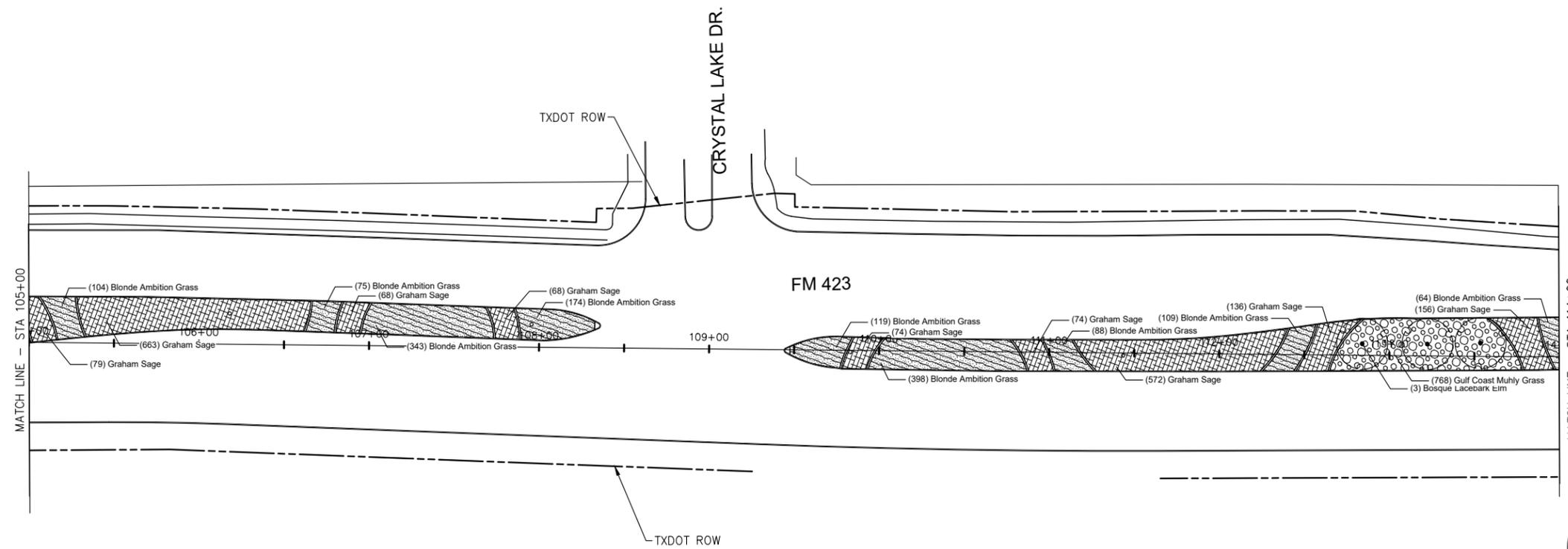


### PLANTING NOTES

1. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE TOWN OF LITTLE ELM STANDARDS.
2. ALL PLANTS SHALL BE NURSERY GROWN. REFER TO PLANT LIST FOR QUANTITIES AND SPECIFICATIONS.
3. ALL TREES SHALL BE APPROVED BY THE OWNER OR OWNER'S REPRESENTATIVE PRIOR TO PLANTING.
4. THE SITE SHALL BE FINE GRADED PRIOR TO ANY PLANT INSTALLATION. ANY AREAS DISTURBED BY PLANTING SHALL BE REGRADED AND SMOOTHED PRIOR TO GRASS PLANTING.
5. THE CONTRACTOR SHALL FLAG UNDERGROUND UTILITY LOCATIONS AND MAINTAIN THESE LOCATIONS UNTIL ALL TREE LOCATIONS ARE APPROVED, AND PLANT PITS EXCAVATED.
6. THE OWNER OR OWNER'S REPRESENTATIVE SHALL APPROVE ALL PLANT LOCATIONS PRIOR TO PLANTING.
7. NO TREE SUBSTITUTIONS, SPECIES OR SIZE, WILL BE ACCEPTED WITHOUT THE PRIOR APPROVAL OF THE OWNER OR OWNER'S REPRESENTATIVE.
8. ALL TREES SHALL BE PLANTED PER DETS. 1 & 2 ON PLANTING DETAIL SHEET
9. CONTRACTOR SHALL ESTABLISH GRASS ON ALL AREAS DISTURBED BY CONSTRUCTION.

EXISTING UTILITIES  
 CONTRACTOR MUST VERIFY LOCATION OF ALL OVERHEAD AND UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL COORDINATE WITH TOWN OFFICIALS AND UTILITY COMPANIES IN LOCATING UTILITIES. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR LOSSES DUE TO DAMAGE TO UTILITIES. LOCATION FOR ALL UTILITIES SHOWN ON PLANS ARE APPROXIMATE. CONTRACTOR SHALL CALL DIG TESS, 1-800-DIG-TESS.

PLANT SCHEDULE MEDIAN L		
TREES	QTY	BOTANICAL / COMMON NAME
	3	ULMUS PARVIFOLIA 'UPMTF'™ BOSQUE LACEBARK ELM
SHRUB AREAS	QTY	BOTANICAL / COMMON NAME
	1,528	BOUTELOUA GRACILIS 'BLONDE AMBITION' BLONDE AMBITION GRASS
	768	MUHLENBERGIA CAPILLARIS 'GULF COAST' GULF COAST MUHLY GRASS
	1,890	SALVIA MICROPHYLLA GRAHAM SAGE

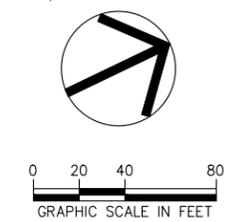


**Parkhill** PARKHILL.COM

 Texas Department of Transportation  
 © 2021

LANDSCAPE LAYOUT 'L'  
 STA. 105+00 TO STA. 114+00

DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
ES	6	SEE TITLE SHEET		FM 423
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
ES	TEXAS	DALLAS	DENTON	50
CHECK	CONTROL	SECTION	JOB	
SF	1315	02	014	
CHECK				
CW				



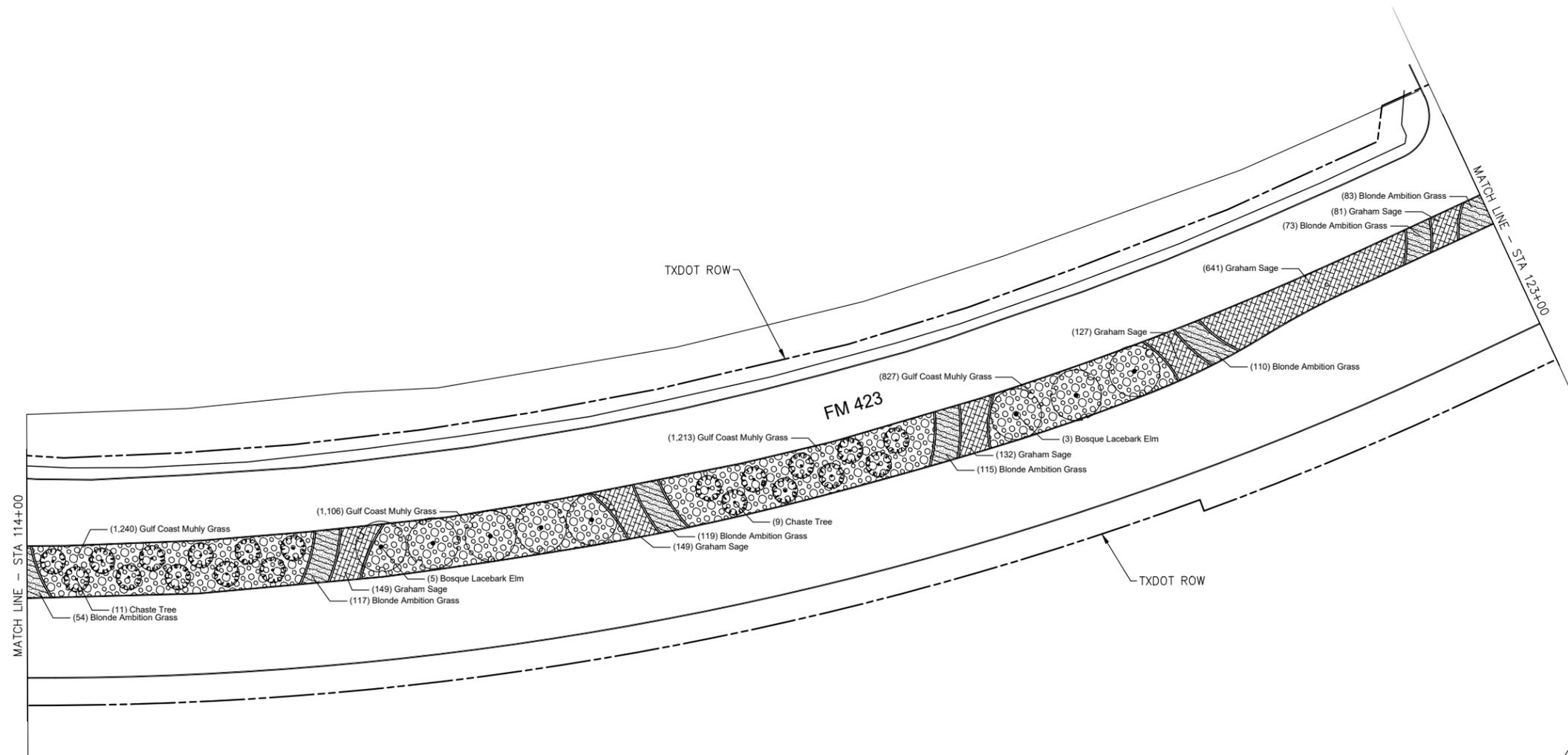
### PLANTING NOTES

1. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE TOWN OF LITTLE ELM STANDARDS.
2. ALL PLANTS SHALL BE NURSERY GROWN. REFER TO PLANT LIST FOR QUANTITIES AND SPECIFICATIONS.
3. ALL TREES SHALL BE APPROVED BY THE OWNER OR OWNER'S REPRESENTATIVE PRIOR TO PLANTING.
4. THE SITE SHALL BE FINE GRADED PRIOR TO ANY PLANT INSTALLATION. ANY AREAS DISTURBED BY PLANTING SHALL BE REGRADED AND SMOOTHED PRIOR TO GRASS PLANTING.
5. THE CONTRACTOR SHALL FLAG UNDERGROUND UTILITY LOCATIONS AND MAINTAIN THESE LOCATIONS UNTIL ALL TREE LOCATIONS ARE APPROVED, AND PLANT PITS EXCAVATED.
6. THE OWNER OR OWNER'S REPRESENTATIVE SHALL APPROVE ALL PLANT LOCATIONS PRIOR TO PLANTING.
7. NO TREE SUBSTITUTIONS, SPECIES OR SIZE, WILL BE ACCEPTED WITHOUT THE PRIOR APPROVAL OF THE OWNER OR OWNER'S REPRESENTATIVE.
8. ALL TREES SHALL BE PLANTED PER DETS. 1 & 2 ON PLANTING DETAIL SHEET
9. CONTRACTOR SHALL ESTABLISH GRASS ON ALL AREAS DISTURBED BY CONSTRUCTION.

EXISTING UTILITIES  
 CONTRACTOR MUST VERIFY LOCATION OF ALL OVERHEAD AND UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL COORDINATE WITH TOWN OFFICIALS AND UTILITY COMPANIES IN LOCATING UTILITIES. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR LOSSES DUE TO DAMAGE TO UTILITIES. LOCATION FOR ALL UTILITIES SHOWN ON PLANS ARE APPROXIMATE. CONTRACTOR SHALL CALL DIG TESS, 1-800-DIG-TESS.

### PLANT SCHEDULE MEDIAN M

TREES	QTY	BOTANICAL / COMMON NAME
	8	ULMUS PARVIFOLIA 'UPMTF'™ BOSQUE LACEBARK ELM
	20	VITEX AGNUS-CASTUS 'SHOAL CREEK' CHASTE TREE MULTI-TRUNK
SHRUB AREAS	QTY	BOTANICAL / COMMON NAME
	671	BOUTELOUA GRACILIS 'BLONDE AMBITION' BLONDE AMBITION GRASS
	4,386	MUHLENBERGIA CAPILLARIS 'GULF COAST' GULF COAST MUHLY GRASS
	1,279	SALVIA MICROPHYLLA GRAHAM SAGE



**Parkhill** PARKHILL.COM

 Texas Department of Transportation  
 © 2021

LANDSCAPE LAYOUT 'M'  
 STA. 114+00 TO STA. 123+00

DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
ES	6	SEE TITLE SHEET		FM 423
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
ES	TEXAS	DALLAS	DENTON	51
CHECK	CONTROL	SECTION	JOB	
SF	1315	02	014	
CHECK				
CW				

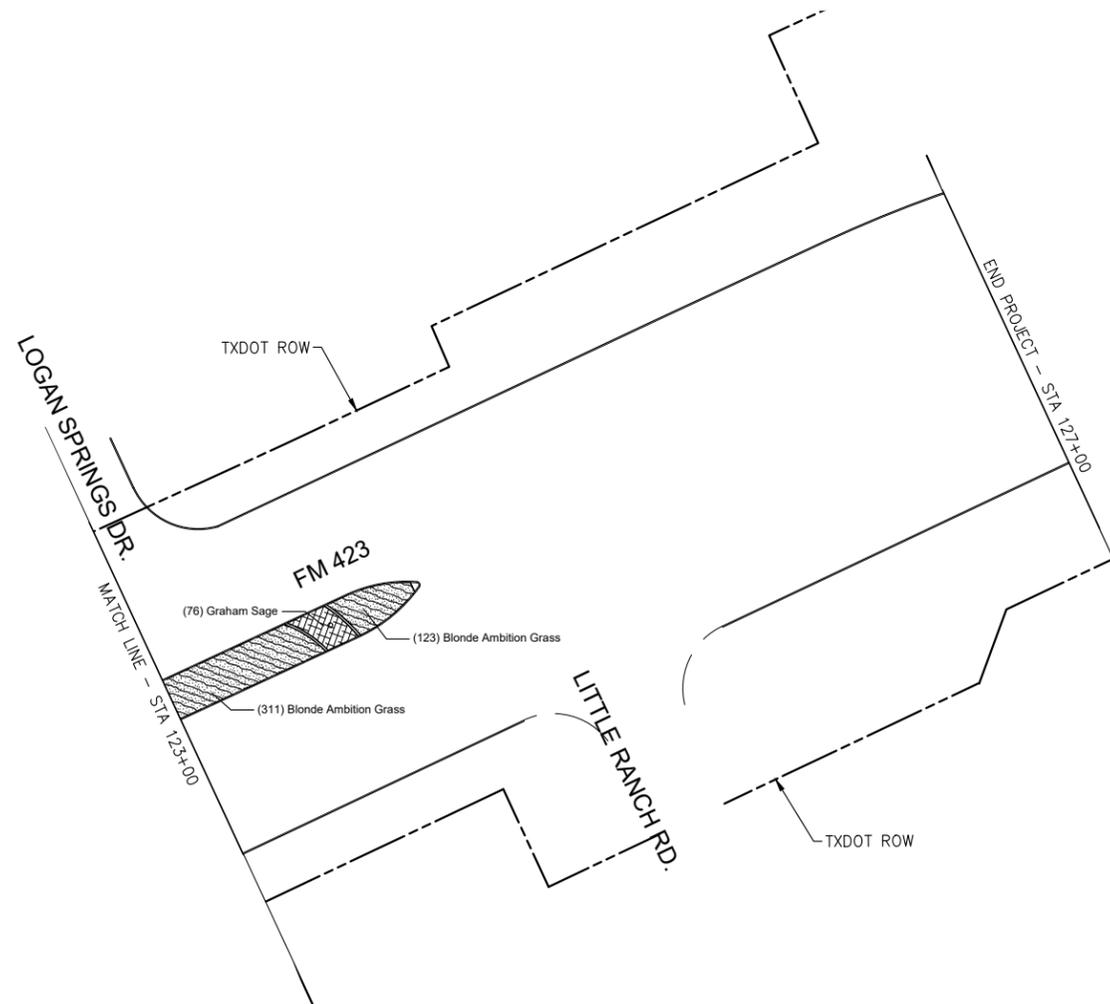


### PLANTING NOTES

1. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE TOWN OF LITTLE ELM STANDARDS.
2. ALL PLANTS SHALL BE NURSERY GROWN. REFER TO PLANT LIST FOR QUANTITIES AND SPECIFICATIONS.
3. ALL TREES SHALL BE APPROVED BY THE OWNER OR OWNER'S REPRESENTATIVE PRIOR TO PLANTING.
4. THE SITE SHALL BE FINE GRADED PRIOR TO ANY PLANT INSTALLATION. ANY AREAS DISTURBED BY PLANTING SHALL BE REGRADED AND SMOOTHED PRIOR TO GRASS PLANTING.
5. THE CONTRACTOR SHALL FLAG UNDERGROUND UTILITY LOCATIONS AND MAINTAIN THESE LOCATIONS UNTIL ALL TREE LOCATIONS ARE APPROVED, AND PLANT PITS EXCAVATED.
6. THE OWNER OR OWNER'S REPRESENTATIVE SHALL APPROVE ALL PLANT LOCATIONS PRIOR TO PLANTING.
7. NO TREE SUBSTITUTIONS, SPECIES OR SIZE, WILL BE ACCEPTED WITHOUT THE PRIOR APPROVAL OF THE OWNER OR OWNER'S REPRESENTATIVE.
8. ALL TREES SHALL BE PLANTED PER DETS. 1 & 2 ON PLANTING DETAIL SHEET
9. CONTRACTOR SHALL ESTABLISH GRASS ON ALL AREAS DISTURBED BY CONSTRUCTION.

**EXISTING UTILITIES**  
 CONTRACTOR MUST VERIFY LOCATION OF ALL OVERHEAD AND UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL COORDINATE WITH TOWN OFFICIALS AND UTILITY COMPANIES IN LOCATING UTILITIES. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR LOSSES DUE TO DAMAGE TO UTILITIES. LOCATION FOR ALL UTILITIES SHOWN ON PLANS ARE APPROXIMATE. CONTRACTOR SHALL CALL DIG TESS, 1-800-DIG-TESS.

PLANT SCHEDULE MEDIAN N		
SHRUB AREAS	QTY	BOTANICAL / COMMON NAME
	434	BOUPELALIA GRACILIS 'BLONDE AMBITION' BLONDE AMBITION GRASS
	76	SALVIA MICROPHYLLA GRAHAM SAGE

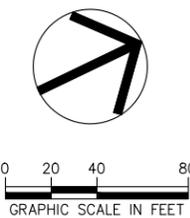


**Parkhill** PARKHILL.COM

 Texas Department of Transportation  
 © 2021

LANDSCAPE LAYOUT 'N'  
 STA. 123+00 TO STA. 127+00

DESIGN ES	FED. RD. DIV. NO. 6	FEDERAL AID PROJECT NO. SEE TITLE SHEET		HIGHWAY NO. FM 423
GRAPHICS ES	STATE	DISTRICT	COUNTY	SHEET NO.
CHECK SF	TEXAS	DALLAS	DENTON	52
CHECK CW	CONTROL	SECTION	JOB	
	1315	02	014	





# TOWN OF LITTLE ELM

## DEVELOPMENT SERVICES DEPARTMENT

100 West Eldorado Parkway  
Little Elm, TX 75068

214-975-0470

[developmentsservices@littleelm.org](mailto:developmentsservices@littleelm.org)

[www.littleelm.org](http://www.littleelm.org)

August 30, 2021

Arturo Villalba  
Assistant Landscape Architect  
Texas Department of Transportation  
4777 US-80  
Mesquite, TX 75150

### RE: FM 423 – Landscaping Development (CSJ-1315-02-014) Contract Award Recommendation

This letter is to inform you bids were received and opened on August 19, 2021 for the above referenced project. Four bids were received and tabulated, and the lowest responsive bidder is Central North Construction, LLC. I am attaching the following item for your review: 1) a copy of the bid tab that also includes the engineer's estimate in the last column. The following are the totals for the three responsive bidders:

Responding Supplier	Response Total
Central North Construction, LLC	\$1,294,311.50
SRH Landscapes LLC	\$1,370,882.50
American Landscape Systems, Inc	\$1,395,135.00
Cole Construction Inc.	\$1,474,226.00

### The Town of Little Elm recommends awarding the construction contract to Central North Construction, LLC.

The engineer's estimate was \$1,379,075 and the recommended bid is \$84,763.50 under the engineer's estimate. The lowest bid is \$360,881.50 below the AFA construction funding. The individual bid items have been analyzed for mathematical and material unbalancing and did not present any indication of malicious intent to achieve the lowest ultimate cost to the Town or State. Please note that after the bids were received, the Town realized that technical difficulties with the Town's electronic bidding website prevented the contractor from uploading the required State of Texas Child Support Business Ownership Form and the Disclosure of Lobbying Activities Form. However, the contractor provided the signed forms immediately upon request, and the Town respectfully requests your support to utilize the option to waive this formality, in accordance with the approved contract documents.

Please review and if found acceptable a construction contract is tentatively scheduled to be awarded by the Little Elm Town Council (subject to TxDOT concurrence) on September 7, 2021. If you have any questions or need additional information, please let me know.

Sincerely,

Wesley Brandon, P.E.,  
Town Engineer, Town of Little Elm  
[wbrandon@littleelm.org](mailto:wbrandon@littleelm.org)

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)

<p>1. Type of Federal Action:</p> <ul style="list-style-type: none"> <li>a. contract</li> <li>b. grant</li> <li>c. cooperative agreement</li> <li>d. loan</li> <li>e. loan guarantee</li> <li>f. loan insurance</li> </ul> <p style="text-align: right; color: blue;">NONE</p>	<p>2. Status of Federal Action:</p> <ul style="list-style-type: none"> <li>a. bid/offer/application</li> <li>b. initial award</li> <li>c. post-award</li> </ul> <p style="text-align: right; color: blue;">NONE</p>	<p>3. Report Type:</p> <ul style="list-style-type: none"> <li>a. initial filing</li> <li>b. grant</li> </ul> <p style="text-align: right;">For material change only:  year _____ quarter _____  date of last report _____</p> <p style="text-align: right; color: blue;">NONE</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime      <input type="checkbox"/> Subawardee</p> <p style="padding-left: 100px;">Tier _____, if known:</p> <p><b>Congressional District</b>, if known: <span style="float: right; color: blue;">NONE</span></p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p><b>Congressional District</b>, if known: <span style="float: right; color: blue;">NONE</span></p>
<p>6. Federal Department/Agency:</p> <p style="text-align: right; color: blue;">NONE</p>		<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: <span style="float: right; color: blue;">NONE</span></p>
<p>8. Federal Action Number, if known:</p> <p style="text-align: right; color: blue;">NONE</p>		<p>9. Award Amount, if known:</p> <p>\$ <span style="float: right; color: blue;">NONE</span></p>
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p style="text-align: right; color: blue;">NONE</p> <p style="text-align: right;">(attach Continuation Sheet(s) SF-LLL-A, if necessary) <span style="float: right; color: blue;">NONE</span></p>		<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p> <p style="text-align: right; color: blue;">NONE</p>
<p>11. Amount of Payment (check all that apply):</p> <p>\$ <span style="color: blue;">NONE</span> actual      planned</p>	<p>13. Type of Payment (check all that apply):</p> <ul style="list-style-type: none"> <li>a. retainer</li> <li>b. one-time fee</li> <li>c. commission</li> <li>d. contingent fee</li> <li>e. deferred</li> <li>f. other; specify: <span style="float: right; color: blue;">NONE</span></li> </ul>	
<p>12. Form of Payment (check all that apply)</p> <ul style="list-style-type: none"> <li>a. cash</li> <li>b. in-kind; specify:      nature <span style="color: blue;">NONE</span> value _____</li> </ul>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary) <span style="float: right; color: blue;">NONE</span></p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached:      <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		<p>Signature: <u></u></p> <p>Print Name: <span style="color: blue;">Jordan Hendrix</span></p> <p>Title: <span style="color: blue;">Senior Officer</span></p> <p>Telephone No: <span style="color: blue;">972-442-19974</span>      Date: <span style="color: blue;">08-30-2021</span></p>
<p>FEDERAL USE ONLY</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

## **INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity or this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number, the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

# DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

0348-0046

## CONTINUATION SHEET

Reporting Entity: NONE Page \_\_\_\_\_ of \_\_\_\_\_

**CONTRACTOR QUESTIONNAIRE**

**1. Firm Information**

Company Name	Central North Construction, LLC
Principal Office Add.	
Phone	972-442-1997
Fax	972-442-2199
Form of Business	S-CORP ; LLC
Year Founded	2004
Binding Official	Jordan Hendrix
Phone	469-569-9781
Email	Jhendrix@cncllc.org
Address	5970 Lindsey Lane, Allen TX 75002
Primary Contact	" "
Phone	" " "
Email	" "
Address	" " " "

**SUSPENSION AND DEBARMENT CERTIFICATION**

I, the undersigned agent for the firm named above, hereby certifies that neither the firm nor its principals are suspended or debarred by a Federal agency or an agency of State of Texas.

**HB 89 ISREAL**

By signing below, you, the authorized representative for the submitting firm, certify that you have not and will not boycott Israel during the term of this contract.

**SB 252 TERRORISM**

By signing below, you, the authorized representative for the submitting firm, certify that you have not and will provide supplies or services to a foreign terrorist organization.

**FELONY CONVICTION**

By signing below, you, the authorized representative for the submitting firm, certify the following (V one):

- My firm is a publicly-held corporation, therefore this reporting requirement is not applicable.
- My firm is not owned nor operated by anyone who has been convicted of a felony.
- My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

Jordan Hendrix  
Signature

20-2537237  
Federal ID/EIN

8/19/2024  
Date

Jordan Hendrix  
Printed Name



**SECTION 00403  
CONTRACTOR COMPLIANCE TO TEXAS SALES TAX CODE**

Comply with all requirements of the Texas Sales Tax Code. The Contractor hereby certifies that the Contract Amount is divided as follows:

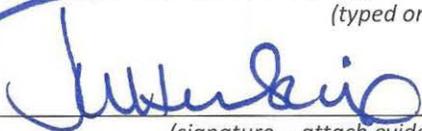
Material permanently incorporated into the Project and resold to the Owner as defined in Tax Code.

All other charges and costs

Total (Total must equal the Contract Price)

\$	1,195,561.62
\$	103,961.88
\$	1,299,523.50
	xx

Contractor Name: Central North Construction, LLC  
(typed or printed)

By:   
(signature -- attach evidence of authority to sign)

Name: Jordan Hendrix  
(typed or printed)

Title: Senior Officer / V.P.  
(typed or printed)

Business address: 5970 Lindsey Lane  
Allen, TX 75002

Phone: 469-569-9781 Email: jhendrix@cnccllc.org

Notes:

1. The Total Amount of Bid for Materials and Services must equal the sum of the Total Amount Bid for Materials and the Total Amount Bid for Services as well as the sum of all individual bid items.
2. Materials are those items which are tax exempt and are physically incorporated into the facilities constructed for the Owner. Materials include, but are not limited to, purchased items such as pipe, embedment, concrete, manholes, asphalt, road base, machinery, and equipment, etc.
3. Services are those items which are not tax exempt and are used by the Contractor but are not physically incorporated into the Owner's facilities and/or items that are consumed by construction. Services include, but are not limited to, supplies, tools, concrete forms, scaffolding, temporary buildings, the rental of equipment, skill, and labor, etc.

**END OF SECTION**



## SECTION 00410

## EXPERIENCE RECORD

Company Name: Central North Construction, LLC

The Contractor shall list in the spaces provided below, similar projects of equal or greater dollar amount that have been installed and are in operation within the past five (5) years. Separate sheets may be attached.

No	Owner / Location	Description (Size, Type, Length)	Date of Const.	Contact	Phone	Email
1	TXDOT DENTON	GREEN RIBBON CSJ:031 Landscape Medians FM423 \$800K	March 2018	Garry Peppard TxDOT Inspector	940-230-9823	Garry Peppard <Garry.Peppard@txdot.gov>
2	TXDOT DENTON	GREEN RIBBON CSJ:039 Landscape Medians FM1171 \$900K	June 2018	Garry Peppard TxDOT Inspector	940-230-9823	Garry Peppard <Garry.Peppard@txdot.gov>
3	TXDOT DENTON	Green Ribbon CSJ:035 Landscape Medians FM423 \$1Million	September 2019	Garry Peppard TxDOT Inspector	940-230-9823	Garry Peppard <Garry.Peppard@txdot.gov>
4	TXDOT DENTON	Green Ribbon CSJ:066 Landscape Medians US-380 \$1.5Million	November 2019	Garry Peppard TxDOT Inspector	940-230-9823	Garry Peppard <Garry.Peppard@txdot.gov>
5	TXDOT DALLAS	Green Ribbon CSJ:040 Landscape Various IH-20 \$3.2Million	September 2018	Marcus Rodriguez TxDOT Inspector	469-719-5275	Marcus Rodriguez <Marcus.Rodriguez@txdot.gov>
6	CITY OF ALLEN	Landcape Medians & Lighting \$2.5 Million Various Medians	October 2018	Kevin Bates PM	214-509-4100	Kevin Bates <kbates@cityofallen.org>
7	CITY OF MURPHY	Landscape Medians \$1.5 Million	October 2019	Kenneth Lee Bond Manager	972-468-4394	Kenneth Lee <KLee@murphytx.org>
8	CITY OF GRAPEVINE	Green Ribbon SH114 Landscape \$1.3 Million	October 2017	Kathy Nelson PM	817-410-3394	Kathy Nelson <knelson@grapevinetexas.gov>
9	CITY OF GRAPEVINE	Green Ribbon SH121/360 Landscape \$800K	February 2020	Kathy Nelson PM	817-410-3394	Kathy Nelson <knelson@grapevinetexas.gov>
10	CITY OF RICHARDSON	Lookout Park Entrance Landscape \$655K	June 2020	Paul Naussar PM	214-232-8707	Paul Nassauer <Paul.Nassauer@cor.gov>

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

NONE

2  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

NONE

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 NONE / N/A  
Signature of vendor doing business with the governmental entity

8/19/2021  
Date



r. More than one proposal from an individual, a firm or partnership or an association of the same or different name or any combination of the foregoing will not be considered.

s. Failure to execute a previous contract awarded to the bidder or the required bonds.

8. BIDDER CERTIFICATION:

BY SIGNING THE BID PROPOSAL, THE BIDDER CERTIFIES:

- The only persons or parties interested in this proposal are those named and the bidder has not directly or indirectly participated in collusion, entered into an agreement or otherwise taken any action in restraint of free competitive bidding in connection with the above captioned project.
- In the event of the award of a contract, the organization represented will secure bonds for the full amount of the contract.
- The signatory represents and warrants that they are an authorized signatory for the organization for which the bid is submitted and they have full and complete authority to submit this bid on behalf of their firm.
- That the certifications and representations contained in the proposal are true and accurate and the bidder intends the proposal to be taken as a genuine government record.

9. USE OF PRISON PRODUCED MATERIALS:

The use of convict-produced materials in the performance of this work is prohibited.

10. USE OF PUBLICLY-OWNED EQUIPMENT:

Any use of publicly owned equipment in the performance of this work is prohibited.

11. SUBCONTRACTING REQUIREMENTS:

All subcontracting shall be done per TxDOT Standard Specification Article 8.8 (Subcontracting).

Contractors are required to include FHWA Form 1273 in all subcontracts.

Contractors must perform at least 30% of the work on a contract.

Subcontractors are not allowed to perform work until the subcontract has been approved in writing by the City.

12. TERMINATION OF CONTRACT:

The City may terminate the contract at any time for either contractor cause or other reasons with the policies and procedures as stipulated in Item 8.7 “DEFAULT OF THE CONTRACT” and Item 8.8 “TERMINATION OF THE CONTRACT” from the **STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS, AND BRIDGES ADOPTED NOVEMBER 1, 2014.**

13. TIME EXTENSIONS:

**SECTION 00100  
ADVERTISEMENT FOR BIDS**

Sealed bids will be received at the office of the Purchasing Agent, Town Hall, 100 West Eldorado Parkway, Little Elm, Texas, 75068, until 11:00 AM on **AUGUST 19, 2021**.

**FM 423 GREEN RIBBON LANDSCAPING (CSJ 1315-02-014)  
BID 2021-21**

---

**SCOPE OF WORK**

**Project A – Median Landscape and Irrigation Enhancements:** Construction of approximately 12,700 LF of median enhancements, including plant materials, concrete landscape edge, planting bed preparation, mulch, compost, vegetative watering, associated irrigation, and preparation of ROW.

Bidders must submit with their bids a bid bond in the amount of five percent (5%), from a reliable Surety Company as guarantee that the Bidder will enter into a contract and execute bond and guarantee forms provided within ten (10) days after notice of award of contract to him.

The successful Bidder must furnish performance and payment bonds each in the amount of 100 percent (100%) of the contract price from an approved Surety Company holding a permit from the State of Texas, to act as Surety and be acceptable according to the latest list of companies holding certificates of authority from the Secretary of Treasury of the United States, or other Surety or Sureties acceptable to the Owner. Additionally, the successful bidder must furnish a maintenance bond in the amount of 10 percent of the contract.

The Owner reserves the right to reject any or all bids and to waive formalities. In case of ambiguity or lack of clearness in stating the price in the bids, the Owner reserves the right to consider the most advantageous construction thereof, or to reject the bid. Unreasonable or unbalanced unit prices will be considered sufficient cause of rejection of any bid or bids.

Bidders are expected to inspect the site of the work and to inform themselves regarding local conditions and conditions under which the work is to be done. Attention is called to the provisions of the Acts of the 43rd Legislature of the State of Texas and subsequent amendments concerning the wage scale and payment of prevailing wages specified. Prevailing wage rate will be as established by the Town of Little Elm for this project.

The Owner will hold a **non-mandatory** pre-bid conference on **August 4, 2021**. The meeting will be held virtually via Zoom.

All questions shall be directed to Rebecca Hunter, Purchasing Manager via IonWave.

**Rebecca Hunter  
Purchasing Manager**

**Run Dates: July 28, 2021 and August 4, 2021**

## Wesley Brandon

---

**From:** Diana Miranda <Diana.Miranda@txdot.gov>  
**Sent:** Friday, April 30, 2021 4:57 PM  
**To:** Arturo Villalba  
**Cc:** CIV\_Reporting; Daniel Williams; Martha Arnold  
**Subject:** RE: DBE% Request - Little Elm CSJ 1315-02-014  
**Attachments:** Cost Estimate TXDOT 04-02-21.pdf; 001 TITLE SHEET - 1315-02-014.pdf; Executed - Landscaping AFA - Town of Little Elm - 1315-02-014 - FM 423.pdf

Below is our review of the attached proposal for CSJ #1315-02-014.

### **AFA WITH TXDOT ON DBE PROGRAM**

This section was reviewed. The City of Little Elm has an Advanced Funding Agreement (AFA) with TxDOT that allows them to adopt our federally approved DBE program. This section is in compliance.

### **ASSIGNED DBE GOAL**

Based on the project's Federal funding, type of work, location, overall and item cost estimate values, subcontracting opportunities, certified DBE firms in vicinity of the project location, and size of the project, this office hereby assigns a race-conscious DBE goal of **ZERO PERCENT (0.0%)** for this project proposal..

Race-neutral DBE participation is encouraged and suggested. Race-neutral participation is achievable through various opportunities such as DBE material supplier, subcontracting, etc. If you have any concerns about this DBE goal, or information that indicates the goal should be different, please advise this office.

Thanks,  
Diana

---

**From:** Arturo Villalba  
**Sent:** Thursday, April 29, 2021 1:26 PM  
**To:** Diana Miranda <Diana.Miranda@txdot.gov>  
**Cc:** CIV\_Reporting <CIV\_Reporting@txdot.gov>; Daniel Williams <Daniel.Williams@txdot.gov>; Martha Arnold <Martha.Arnold@txdot.gov>  
**Subject:** DBE% Request - Little Elm CSJ 1315-02-014

Good afternoon Diana,

With the following attachments we would like to request DBE%'s for the following **FM 423 in Little Elm project (CSJ 1315-02-014)**.

Thank you ,

*Arturo Villalba*

**Assistant Landscape Architect  
Dallas District - 18**

**DalTrans Building  
4777 US-80, Mesquite  
Texas, 75150**

Direct - 469.859.1687





## Town Council Meeting

**Date:** 09/07/2021  
**Agenda Item #:** 6. N.  
**Department:** Development Services  
**Strategic Goal:** Ensure excellence in public services while keeping up with the growth in the community  
**Staff Contact:** Wesley Brandon, Town Engineer

### AGENDA ITEM:

Consider Action to Approve the **Final Acceptance of the Button Street Reconstruction Project.**

### DESCRIPTION:

In May 2020, Town Council awarded a construction contract to GRod Construction, LLC for the reconstruction of Button Street. The project included the replacement of the existing pavement with reinforced concrete, as well as underground water, sewer, and drainage system improvements. The project has been completed and placed into service, and the contractor has submitted the required closeout documentation.

### BUDGET IMPACT:

Funding for the project was allocated in Capital Improvement Funds.

\$1,055,290.50	Original Contract Amount
\$40,700.00	Approved Change Orders
<u>\$(2,974.50)</u>	<u>Pay Item Underruns</u>
<b>\$1,093,016.00</b>	<b>Final Contract Amount</b>
\$54,650.80	Retainage Due (5%)

### RECOMMENDED ACTION:

Staff recommends approval of the final acceptance of the Button Street Reconstruction Project, and authorizing the release of \$54,650.80 in retainage funds.

## Attachments

Final Pay Application





PAYMENT REQUEST - EXHIBIT A: PAYMENT DETAILS

2020-06 Button Street Reconstruction

Grod Construction, LLC

R

Bid #/Project Name

CONTRACTOR

Pay App #:

BASE BID		CONTRACTOR									
A	B	C	D	E	F	G	H	I	J	K	L
ITEM	ITEM DESCRIPTION	QTY	UOM	UNIT PRICE	CONTRACT AMOUNT	Quantity This Estimate	Total Value of Work Completed this Period	Materials on Hand	Total Value of Work from Previous Applications	Work Completed & Stored to Date	% of Work Completed
<b>BASE BID</b>											
1	Barricades, Signs & Traffic Handling	1	LS	\$7,000.00	7,000.00		0.00	0.00	7,000.00	7000.00	100.00%
2	Prepare Right of Way	11	STA	\$9,600.00	105,600.00		0.00	0.00	105,600.00	105600.00	100.00%
3	Irrigation Contingency	1	AL	\$10,000.00	10,000.00		0.00	0.00	10,000.00	10000.00	100.00%
4	Stormwater Pollution Prevention Plan	1	LS	\$9,500.00	9,500.00		0.00	0.00	9,500.00	9500.00	100.00%
5	Project Sign	2	EA	\$600.00	1,200.00		0.00	0.00	0.00	0.00	0.00%
6	Roadway Excavation	1645	CY	\$26.50	43,592.50		0.00	0.00	43,592.50	43592.50	100.00%
7	8in Flexible Base (Crushed Stone)	4613	SY	\$15.50	71,501.50		0.00	0.00	71,501.50	71501.50	100.00%
8	8in Portland Cement Concrete Pavement	4365	SY	\$58.00	253,170.00		0.00	0.00	254,446.00	254446.00	100.50%
9	6in Concrete Driveway Approaches	950	SY	\$60.00	57,000.00		0.00	0.00	57,600.00	57600.00	101.05%
10	5in Concrete Sidewalk	1065	SY	\$62.00	66,030.00		0.00	0.00	66,340.00	66340.00	100.47%
11	4in Thick Topsoil and Sod	1627	SY	\$11.50	18,710.50		0.00	0.00	24,150.00	24150.00	129.07%
12	Remove and Replace Mailbox	22	EA	\$400.00	8,800.00		0.00	0.00	10,400.00	10400.00	118.18%
13	Street Header at Existing Pavement (includes sawcut)	79	LF	\$17.00	1,343.00		0.00	0.00	1,343.00	1343.00	100.00%
14	18in Reinforced Concrete Pipe Installation	82	LF	\$120.00	9,840.00		0.00	0.00	9,840.00	9840.00	100.00%
15	21in Reinforced Concrete Pipe Installation	476	LF	\$94.00	44,744.00		0.00	0.00	44,744.00	44744.00	100.00%
16	24in Reinforced Concrete Pipe Installation	352	LF	\$105.00	36,960.00		0.00	0.00	36,960.00	36960.00	100.00%
17	8ft Curb Inlet	6	EA	\$5,000.00	30,000.00		0.00	0.00	30,000.00	30000.00	100.00%
18	3ftX3ft Junction Box	2	EA	\$4,000.00	8,000.00		0.00	0.00	8,000.00	8000.00	100.00%
19	Trench Safety for Storm Drain	910	LF	\$1.50	1,365.00		0.00	0.00	1,365.00	1365.00	100.00%
20	Connect to Existing Storm Drain Pipe	1	EA	\$1,000.00	1,000.00		0.00	0.00	1,000.00	1000.00	100.00%
21	Connect to Existing Storm Drain Inlet	1	EA	\$1,000.00	1,000.00		0.00	0.00	1,000.00	1000.00	100.00%
22	8in Water Pipe Installation	1273	LF	\$33.00	42,009.00		0.00	0.00	42,009.00	42009.00	100.00%
23	Water Fittings	1	TON	\$5,500.00	5,500.00		0.00	0.00	5,500.00	5500.00	100.00%
24	6in Gate Valve & Box	1	EA	\$1,300.00	1,300.00		0.00	0.00	1,300.00	1300.00	100.00%
25	8in Gate Valve & Box	2	EA	\$1,700.00	3,400.00		0.00	0.00	3,400.00	3400.00	100.00%
26	Fire Hydrants	1	EA	\$3,500.00	3,500.00		0.00	0.00	3,500.00	3500.00	100.00%
27	6in Water Pipe Installation	5	LF	\$80.00	400.00		0.00	0.00	400.00	400.00	100.00%
28	1in Water Service Connections (Long)	10	EA	\$1,300.00	13,000.00		0.00	0.00	13,000.00	13000.00	100.00%
29	1in Water Service Connections (Short)	16	EA	\$950.00	15,200.00		0.00	0.00	15,200.00	15200.00	100.00%
30	Water Main Lowering	1	EA	\$3,800.00	3,800.00		0.00	0.00	3,800.00	3800.00	100.00%
31	Water Service Meter Box	26	EA	\$250.00	6,500.00		0.00	0.00	6,500.00	6500.00	100.00%
32	Trench Safety for Water	1278	LF	\$1.50	1,917.00		0.00	0.00	1,917.00	1917.00	100.00%
33	Connect to Existing Water Main	2	EA	\$2,500.00	5,000.00		0.00	0.00	5,000.00	5000.00	100.00%
34	Remove Existing Water Main	1120	LF	\$8.00	8,960.00		0.00	0.00	8,960.00	8960.00	100.00%
35	Abandon Existing Water Main	1380	LF	\$2.00	2,760.00		0.00	0.00	2,760.00	2760.00	100.00%
36	Remove and Salvage Existing Fire Hydrant	1	EA	\$1,000.00	1,000.00		0.00	0.00	1,000.00	1000.00	100.00%
37	8in Wastewater Pipe Installation	1232	LF	\$81.00	99,792.00		0.00	0.00	99,792.00	99792.00	100.00%
38	4ft Manhole (All Depths)	4	EA	\$3,800.00	15,200.00		0.00	0.00	15,200.00	15200.00	100.00%
39	5ft Manhole (All Depths)	1	EA	\$5,800.00	5,800.00		0.00	0.00	5,800.00	5800.00	100.00%
40	Wastewater Service	28	EA	\$1,000.00	28,000.00		0.00	0.00	17,000.00	17000.00	60.71%
41	Trench Safety for Wastewater	1232	LF	\$2.00	2,464.00		0.00	0.00	2,464.00	2464.00	100.00%
42	Remove and Replace Concrete Driveway	44	SY	\$78.00	3,432.00		0.00	0.00	3,432.00	3432.00	100.00%
	<b>Total Base Bid</b>				<b>\$1,055,290.50</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,052,316.00</b>	<b>\$1,052,316.00</b>	<b>\$1.00</b>
<b>Alternates</b>											
2.1			LS			0.00	0.00	0.00	0.00	0.00	#DIV/0!
2.2			EA			0.00	0.00	0.00	0.00	0.00	#DIV/0!
	<b>Total - Alternates</b>				<b>0.00</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>#DIV/0!</b>
<b>Change Order 1</b>											
1	Additional Double Sewer Cleanouts	16	EA	850.00	13,600.00		0.00	0.00	13,600.00	13600.00	100.00%
2	Fire Hydrant Relocation.										
2.1	Mobilization	1	LS	875.00	875.00		0.00	0.00	875.00	875.00	100.00%
2.2	Pothole	1	LS	500.00	500.00		0.00	0.00	500.00	500.00	100.00%
2.3	Remove FH & Cap Existing 6" Line	1	LS	850.00	850.00		0.00	0.00	850.00	850.00	100.00%
2.4	Install Tapping Sleeve 16 x 6"	1	EA	1500.00	1,500.00		0.00	0.00	1,500.00	1500.00	100.00%
2.5	Install Fire Hydrant	1	EA	1500.00	1,500.00		0.00	0.00	1,500.00	1500.00	100.00%
2.6	Valve Concrete Pad	1	EA	400.00	400.00		0.00	0.00	400.00	400.00	100.00%

PAYMENT REQUEST - EXHIBIT A: PAYMENT DETAILS

2020-06 Button Street Reconstruction

Grod Construction, LLC

Pay App #: **R**

BASE BID		CONTRACTOR									
A	B	C	D	E	F	G	H	I	J	K	L
2.7	4" Thick Top Soil and Sod	25	SY	25.00	625.00		0.00	0.00	625.00	625.00	100.00%
2.8	Barricades	1	LS	650.00	650.00		0.00	0.00	650.00	650.00	100.00%
3	Lower Sewer Services	10	EA	1000.00	10,000.00		0.00	0.00	10,000.00	10000.00	100.00%
	ADA Ramps	2	ea	1600.00	3,200.00		0.00	0.00	3,200.00	3200.00	100.00%
3	Lower 8" sewer line	1	LS	7000.00	7,000.00		0.00	0.00	7,000.00	7000.00	100.00%
<b>Total Change Orders</b>					<b>40,700.00</b>	<b>0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$40,700.00</b>	<b>\$40,700.00</b>	<b>1200%</b>

<b>Total All Items</b>					<b>\$1,095,990.50</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,093,016.00</b>	<b>\$1,093,016.00</b>	
------------------------	--	--	--	--	-----------------------	--	---------------	---------------	-----------------------	-----------------------	--

B	Total Value of Work this Estimate			0.0%							
C	Total MOH this estimate				TABLE						
D	Total B & C				B+C						
E	Amount Retained This Period				D * 5%						
F	MOH - retainage				retainage not held						
G	Balance Due this statement				D-E-F						
H	Previous Pavements										
I	Percent of Contract to Date			0.0%							

	Street Items (1.1 - 1.21, 1.42)				789,788.50						
	Utility Items (1.22 - 1.41)				265,502.00						
	<b>Total</b>				<b>1,055,290.50</b>						



## Town Council Meeting

**Date:** 09/07/2021  
**Agenda Item #:** 6. O.  
**Department:** Development Services  
**Strategic Goal:** Maximize community recreation and leisure activities  
**Staff Contact:** Wesley Brandon, Town Engineer

---

### AGENDA ITEM:

Consider Action to Approve the **Final Acceptance of the Little Elm Aquatic Center Project (Contract #2018-131)**.

### DESCRIPTION:

In June 2019, Town Council awarded the construction contract for Little Elm Aquatic Center (The Cove at The Lakefront) Project to Byrne Construction Services. The project included the construction of a 42,000 square foot indoor water park with water slides, aquatic play units, lazy river, and swimming pool areas. The project was substantially completed and placed into service in March 2021. The contractor has submitted the required documents to obtain final acceptance of the project.

### BUDGET IMPACT:

\$ 21,448,895.00	Original Contract Amount
\$ <u>259,772.72</u>	<u>Approved Change Orders</u>
<b>\$ 21,708,667.72</b>	<b>Final Contract Amount</b>
\$ 1,085,433.47	Retainage Due (5%)

### RECOMMENDED ACTION:

Staff recommends approval of the final acceptance of the Little Elm Aquatic Center Project (Contract #2018-131), and authorizing the release of \$1,085,433.47 in retainage funds.

Final Retainage Pay Application  
Closeout Documents



**Byrne Construction Services** 1586 June Retainage Billing #22

P.O. Box 470546  
 Fort Worth, Texas 76147  
 (817) 335-3394 ~ fax (817) 877-5507

**INVOICE**

**Customer**

Name	Town of Little Elm
Address	100 W. Eldorado Parkway Little Elm, TX 75068
Phone	

Date	6/30/2021
Order No.	
Rep	Jason Moore

Item	Qty	Description	Unit Price	Total
1	1	Little Elm Indoor Waterpark Pay App # 22 Period From 06/01/21 Period To: 06/30/21		
			Gross \$ -	
			Less 5% Retainage \$ -	
			Net \$ 1,085,433.47	\$ 1,085,433.47
Subtotal				\$ 1,085,433.47
Sales Tax				Excluded / Tax Exempt
<b>TOTAL</b>				<b>\$ 1,085,433.47</b>

*Please remit payment to the address above.  
 Byrne Construction Services*

cc: Accounting

*Thank You For Your Business*

# APPLICATION AND CERTIFICATION FOR PAYMENT

TO: **Town of Little Elm**  
100 W. Eldorado Parkway  
Little Elm, TX 75068

PROJECT: **Little Elm Indoor Waterpark**  
Little Elm, TX

APPLICATION NO: **22**  
APPLICATION DATE: **06/30/21**

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR  
 CONSTRUCTION MANAGER

FROM CONTRACTOR:  
**Thos. S. Byrne, Inc.**  
551 E. Berry Street  
Fort Worth, Texas 76110

VIA Architect: **The C.T. Brannon Corporation**  
1321 S. Broadway Ave.  
Tyler, TX 76110

PERIOD FROM: **06/01/21**  
PERIOD TO: **06/30/21**  
OWNER PO NO. **190656**  
JOB NO. **1586**  
CONTRACT DATE: **06/05/19**

CONTRACT FOR: **New Construction**

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$	<u>21,448,895.00</u>
2. Net change by Change Orders	\$	<u>259,772.72</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>21,708,667.72</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>21,708,667.72</u>
5. RETAINAGE:		
a. _____ % of Completed Work		<u>0.00</u>
(Column D + E on G703)		
b. _____ % of Stored Material		<u>0.00</u>
(Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column J of G703)	\$	<u>0.00</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>21,708,667.72</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>20,623,234.25</u>
8. CURRENT PAYMENT DUE	\$	<u>1,085,433.47</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>0.00</u>

ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner CO #01	\$259,772.72	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$259,772.72	\$0.00
NET CHANGES by Change Order	\$259,772.72	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.  
CONTRACTOR: Byrne Construction Services

By: \_\_\_\_\_ Date: June 30, 2021  
Jason Moore, Construction Manager

State of: Texas County of: Tarrant  
Subscribed and sworn to before me this 30th day of June, 2021.  
*Jennifer Evans*  
My Commission Expires: 08/22/2022



## ARCHITECT CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.  
AMOUNT CERTIFIED . . . . \$ \_\_\_\_\_  
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

Architect: The C.T. Brannon Corporation  
By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

## OWNER APPROVAL FOR PAYMENT:

AMOUNT CERTIFIED . . . . \$ \_\_\_\_\_  
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)  
Owner: Town of Little Elm

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





=====

**CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT**

Project Little Elm Indoor Waterpark

Job No. 1586

On receipt by the signer of this document of a check from Town of Little Elm (maker of check) in the sum of \$ 1,085,433.47 payable to Byrne Construction Services (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Little Elm Indoor Waterpark (owner) located at 303 Main Street Little Elm, Texas (location) to the following extent: General Contracting (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to Town of Little Elm (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

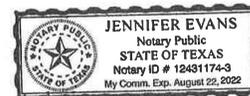
The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date 06/30/21

Byrne Construction Services (Company name)

By \_\_\_\_\_ (Signature)

Construction Manager (Title)



*Jennifer Evans*

=====

**NOTE:** Section 53.281(b)(2), Texas Property Code, requires that the above form be notarized. See Chapter 121, Texas Civil Practice & Remedies Code, regarding Acknowledgments & Proofs of Written Instruments, or consult an attorney. For short acknowledgement forms that might be suitable, see Section 121.008 in Chapter 121. Click [here](#) to go there.



# TOWN OF LITTLE ELM PAYMENT APPLICATION

PROJECT: <u>Little Elm Indoor Waterpark</u>	Pay App #
CONTRACTOR: <u>Thos. S. Byrne, Inc.</u>	<b>22</b>
ENGINEER: _____	
PAYMENT PERIOD: From <u>June 1, 2021</u> to <u>June 30, 2021</u>	PO <b>190656</b>
Original Contract Amount	\$ 21,448,895.00
Approved Change Orders	\$ 259,772.72
Current Contract Amount with Change Orders	\$ 21,708,667.72
A. Total Value of Work this Estimate - Exhibit A: Column H	\$ 0.00
B. Total Materials on Hand this Estimate - Exhibit A: Column I	0.00
C. Total A + B (Retainage Calculated)	0.00
D. Amount Retained this Period (C x 5%)	\$ 0.00
<b>F BALANCE DUE THIS STATEMENT</b>	<b>\$ 1,085,433.47</b>
G PREVIOUS PAYMENTS	\$ 20,623,234.25
H PERCENTAGE OF CONTRACT PAID TO DATE	<b>95.00%</b>

The undersigned Owners Representative for the Contractor listed above certifies that all work, including materials on hand, covered by this Periodical Payment has been completed and delivered and stored in accordance with the Contract Documents, that all amounts have been paid by him for work, materials, and equipment for which previous Periodical Payments were issued and received from the Owner, and that the current payment shown herein is now due.

\_\_\_\_\_  
 Signature

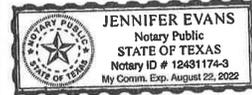
Jason Moore, Construction Manager

06/30/2021

Date

Subscribed and sworn to before me this 30th day of June, 20 21

Notary Public: Jennifer Evans  
 Commission \_\_\_\_\_  
 Expires August 22, 2022



Recommended for Payment by:	Engineer of Record	Date
Approved for Payment by:	Inspector	Date
	Department Representative	Date
	Wesley Brandon, P.E., Town Engineer	Date
	Fred Gibbs, Director of Development Services	Date

SUBMIT BY THE 10TH OF EACH MONTH WITH EXHIBITS

**PAYMENT REQUEST - EXHIBIT A: PAYMENT DETAILS**

Little Elm Indoor Water Park

Thos. S. Byrne, Inc.

Bid #/Project Name

CONTRACTOR

Pay App #:

**22**

BASE BID		7/15/2021									
A	B	C	D	E	F	G	H	I	J	K	L
ITEM	ITEM DESCRIPTION	QTY	UOM	UNIT PRICE	CONTRACT AMOUNT	Quantity This Estimate	Total Value of Work Completed this Period	Materials on Hand	Total Value of Work from Previous Applications	Total Value of Work Completed & Stored to Date	% of Work Completed
<b>BASE BID</b>											
1.1	General Conditions	1	LS	\$ 870,093.00	\$ 870,093.00	0.00	\$ -	0.00	\$ 870,093.00	\$ 870,093.00	100.00%
1.2	Temporary Construction	1	LS	\$ 168,572.00	\$ 168,572.00	0.00	\$ -	0.00	\$ 168,572.00	\$ 168,572.00	100.00%
1.3	Concrete	1	LS	\$ 1,415,274.10	\$ 1,415,274.10	0.00	\$ -	0.00	\$ 1,415,274.10	\$ 1,415,274.10	100.00%
1.4	Masonry	1	SY	\$ 329,021.00	\$ 329,021.00	0.00	\$ -	0.00	\$ 329,021.00	\$ 329,021.00	100.00%
1.5	Steel	1	CY	\$ 597,787.50	\$ 597,787.50	0.00	\$ -	0.00	\$ 597,787.50	\$ 597,787.50	100.00%
1.6	Rough Carpentry	1	LS	\$ 63,764.00	\$ 63,764.00	0.00	\$ -	0.00	\$ 63,764.00	\$ 63,764.00	100.00%
1.7	Architectural Woodwork	1	LS	\$ 64,703.00	\$ 64,703.00	0.00	\$ -	0.00	\$ 64,703.00	\$ 64,703.00	100.00%
1.8	Waterproofing & Sealants	1	LF	\$ 90,824.00	\$ 90,824.00	0.00	\$ -	0.00	\$ 90,824.00	\$ 90,824.00	100.00%
1.9	Spray Applied Insulation	1	EA	\$ 24,600.00	\$ 24,600.00	0.00	\$ -	0.00	\$ 24,600.00	\$ 24,600.00	100.00%
1.10	Roofing & Metal Wall Panels	1	LF	\$ 224,149.00	\$ 224,149.00	0.00	\$ -	0.00	\$ 224,149.00	\$ 224,149.00	100.00%
1.11	Expansion Joint Covers	1	LF	\$ 7,626.00	\$ 7,626.00	0.00	\$ -	0.00	\$ 7,626.00	\$ 7,626.00	100.00%
1.12	Doors, Frames & Hardware	1	EA	\$ 157,335.81	\$ 157,335.81	0.00	\$ -	0.00	\$ 157,335.81	\$ 157,335.81	100.00%
1.13	Overhead Doors	1	EA	\$ 13,181.43	\$ 13,181.43	0.00	\$ -	0.00	\$ 13,181.43	\$ 13,181.43	100.00%
1.14	Drywall & Acoustical	1	EA	\$ 267,762.89	\$ 267,762.89	0.00	\$ -	0.00	\$ 267,762.89	\$ 267,762.89	100.00%
1.15	Tile	1	LF	\$ 85,415.00	\$ 85,415.00	0.00	\$ -	0.00	\$ 85,415.00	\$ 85,415.00	100.00%
1.16	Flooring	1	LF	\$ 52,968.00	\$ 52,968.00	0.00	\$ -	0.00	\$ 52,968.00	\$ 52,968.00	100.00%
1.17	Resinous Flooring	1	SY	\$ 15,721.00	\$ 15,721.00	0.00	\$ -	0.00	\$ 15,721.00	\$ 15,721.00	100.00%
1.18	Painting & Coatings	1	EA	\$ 108,750.00	\$ 108,750.00	0.00	\$ -	0.00	\$ 108,750.00	\$ 108,750.00	100.00%
1.19	Specialties	1	LS	\$ 38,888.00	\$ 38,888.00	0.00	\$ -	0.00	\$ 38,888.00	\$ 38,888.00	100.00%
1.20	Signage	1	LS	\$ 11,515.00	\$ 11,515.00	0.00	\$ -	0.00	\$ 11,515.00	\$ 11,515.00	100.00%
1.21	Operable Partitions	1	LS	\$ 73,165.00	\$ 73,165.00	0.00	\$ -	0.00	\$ 73,165.00	\$ 73,165.00	100.00%
1.22	Cabanas	1	LS	\$ 161,490.00	\$ 161,490.00	0.00	\$ -	0.00	\$ 161,490.00	\$ 161,490.00	100.00%
1.23	Kitchen Equipment	1	LS	\$ 66,250.00	\$ 66,250.00	0.00	\$ -	0.00	\$ 66,250.00	\$ 66,250.00	100.00%
1.24	Window Treatments	1	LS	\$ 1,223.00	\$ 1,223.00	0.00	\$ -	0.00	\$ 1,223.00	\$ 1,223.00	100.00%
1.25	Special Structures (OpenAire)	1	LS	\$ 4,113,596.26	\$ 4,113,596.26	0.00	\$ -	0.00	\$ 4,113,596.26	\$ 4,113,596.26	100.00%
1.26	Swimming Pools	1	LS	\$ 3,192,711.46	\$ 3,192,711.46	0.00	\$ -	0.00	\$ 3,192,711.45	\$ 3,192,711.45	100.00%
1.27	Pool Slides (KNA)	1	LS	\$ 1,096,770.00	\$ 1,096,770.00	0.00	\$ -	0.00	\$ 1,096,770.00	\$ 1,096,770.00	100.00%
1.28	Pool Slides (Splashtacular)	1	LS	\$ 1,105,758.20	\$ 1,105,758.20	0.00	\$ -	0.00	\$ 1,105,758.20	\$ 1,105,758.20	100.00%
1.29	Wave Generation Equipment (ADG)	1	LS	\$ 844,050.00	\$ 844,050.00	0.00	\$ -	0.00	\$ 844,050.00	\$ 844,050.00	100.00%
1.30	Elevator	1	LS	\$ 75,780.00	\$ 75,780.00	0.00	\$ -	0.00	\$ 75,780.00	\$ 75,780.00	100.00%
1.31	Fire Protection	1	LS	\$ 200,070.00	\$ 200,070.00	0.00	\$ -	0.00	\$ 200,070.00	\$ 200,070.00	100.00%
1.32	Plumbing & HVAC	1	LS	\$ 1,992,890.00	\$ 1,992,890.00	0.00	\$ -	0.00	\$ 1,992,890.00	\$ 1,992,890.00	100.00%
1.33	Testing, Adjusting & Balancing	1	LS	\$ 14,950.00	\$ 14,950.00	0.00	\$ -	0.00	\$ 14,950.00	\$ 14,950.00	100.00%
1.34	Electrical	1	LS	\$ 1,302,304.00	\$ 1,302,304.00	0.00	\$ -	0.00	\$ 1,302,304.03	\$ 1,302,304.03	100.00%
1.35	Communications & AV	1	LS	\$ 156,822.23	\$ 156,822.23	0.00	\$ -	0.00	\$ 156,822.23	\$ 156,822.23	100.00%
1.36	Emergency Responder Radio System	1	LS	\$ 40,000.00	\$ 40,000.00	0.00	\$ -	0.00	\$ 40,000.00	\$ 40,000.00	100.00%
1.37	Security & Access Control	1	LS	\$ 50,000.00	\$ 50,000.00	0.00	\$ -	0.00	\$ 50,000.00	\$ 50,000.00	100.00%
1.38	Earthwork	1	LS	\$ 481,503.00	\$ 481,503.00	0.00	\$ -	0.00	\$ 481,503.00	\$ 481,503.00	100.00%
1.39	Enabling	1	LS	\$ 49,959.00	\$ 49,959.00	0.00	\$ -	0.00	\$ 49,959.00	\$ 49,959.00	100.00%
1.40	Termite Treatment	1	LS	\$ 3,295.00	\$ 3,295.00	0.00	\$ -	0.00	\$ 3,295.00	\$ 3,295.00	100.00%
1.41	Auger-Cast Piles	1	LS	\$ 284,452.22	\$ 284,452.22	0.00	\$ -	0.00	\$ 284,452.22	\$ 284,452.22	100.00%
1.42	Fencing	1	LS	\$ 49,420.00	\$ 49,420.00	0.00	\$ -	0.00	\$ 49,420.00	\$ 49,420.00	100.00%

**PAYMENT REQUEST - EXHIBIT A: PAYMENT DETAILS**

**Little Elm Indoor Water Park**  
Bid #/Project Name

**Thos. S. Byrne, Inc.**  
CONTRACTOR

Pay App #: **22**

BASE BID												7/15/2021
A	B	C	D	E	F	G	H	I	J	K	L	
1.43	Pavement Markings	1	LS	\$ 5,753.00	\$ 5,753.00	0.00	\$ -	0.00	\$ 5,753.00	\$ 5,753.00	100.00%	
1.44	Bike Racks	1	LS	\$ 1,725.00	\$ 1,725.00	0.00	\$ -	0.00	\$ 1,725.00	\$ 1,725.00	100.00%	
1.45	Landscape & Irrigation	1	LS	\$ 100,400.00	\$ 100,400.00	0.00	\$ -	0.00	\$ 100,400.00	\$ 100,400.00	100.00%	
1.46	Site Utilities	1	LS	\$ 278,934.87	\$ 278,934.87	0.00	\$ -	0.00	\$ 278,934.87	\$ 278,934.87	100.00%	
1.47	CGL & Umbrella Isurance	1	LS	\$ 206,124.00	\$ 206,124.00	0.00	\$ -	0.00	\$ 206,124.00	\$ 206,124.00	100.00%	
1.48	Builder's Risk	1	LS	\$ 30,886.00	\$ 30,886.00	0.00	\$ -	0.00	\$ 30,886.00	\$ 30,886.00	100.00%	
1.49	Payment & Performance Bond	1	LS	\$ 165,156.00	\$ 165,156.00	0.00	\$ -	0.00	\$ 165,156.00	\$ 165,156.00	100.00%	
1.50	Data Processing (Accounting/IT)	1	LS	\$ 70,781.00	\$ 70,781.00	0.00	\$ -	0.00	\$ 70,781.00	\$ 70,781.00	100.00%	
1.51	Fee	1	LS	\$ 624,725.00	\$ 624,725.00	0.00	\$ -	0.00	\$ 624,725.00	\$ 624,725.00	100.00%	
1.52	Contractor's Contingency	1	LS	\$ -	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%	
1.53	Owner's Contingency	1	LS	\$ -	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%	
1.54												
1.55												
1.56												
1.57												
1.58												
<b>Total Base Bid</b>				<b>\$ 21,448,894.97</b>	<b>\$ 21,448,894.97</b>		<b>\$ -</b>	<b>\$ 0.00</b>	<b>\$ 21,448,894.99</b>	<b>\$ 21,448,894.97</b>	<b>100.00%</b>	
<b>Alternates</b>												
2.1			LS			0.00	\$ -	0.00	\$ -	\$ -		
2.2			EA		\$ -	0.00	\$ -	0.00	\$ -	\$ -		
<b>Total - Alternates</b>					<b>\$ -</b>		<b>\$ -</b>	<b>\$ 0.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 0.00</b>	
<b>Change Orders</b>												
<b>Change Order 1</b>		1		\$ 259,772.72	\$ 259,772.72	0.00	\$ -	0.00	\$ 259,772.72	\$ 259,772.72	100.00%	
		0		\$ -	\$ -	0.00	\$ -	0.00	\$ -	\$ -		
		0		\$ -	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%	
<b>Total Change Orders</b>				<b>\$ 259,772.72</b>	<b>\$ 259,772.72</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 0.00</b>	<b>\$ 259,772.72</b>	<b>\$ 259,772.72</b>	<b>100.00%</b>	
<b>Total All Items</b>				<b>\$ 21,708,667.69</b>	<b>\$ 21,708,667.69</b>	<b>\$ -</b>	<b>\$ 0.00</b>	<b>\$ 21,708,667.71</b>	<b>\$ 21,708,667.69</b>			



# AIA Document G706™ – 1994

## Contractor's Affidavit of Payment of Debts and Claims

<b>PROJECT:</b> <i>(Name and address)</i> Little Elm Aquatic Center Little Elm, Texas	<b>ARCHITECT'S PROJECT NUMBER:</b>	<b>OWNER:</b> <input type="checkbox"/>
<b>TO OWNER:</b> <i>(Name and address)</i> Town of Little Elm 100 W. Eldorado Parkway Little Elm, Texas 75068	<b>CONTRACT FOR:</b> General Construction <b>CONTRACT DATED:</b> 06/05/2019	<b>ARCHITECT:</b> <input type="checkbox"/>
		<b>CONTRACTOR:</b> <input type="checkbox"/>
		<b>SURETY:</b> <input type="checkbox"/>
		<b>OTHER:</b> <input type="checkbox"/>

**STATE OF:** Texas  
**COUNTY OF:** Tarrant

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

### EXCEPTIONS:

#### SUPPORTING DOCUMENTS ATTACHED HERETO:

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose  
Indicate Attachment  Yes  No

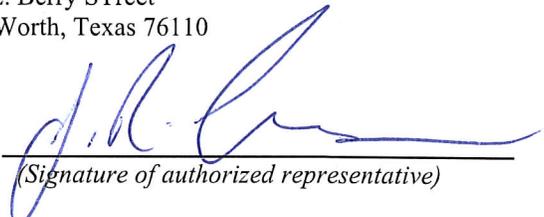
*The following supporting documents should be attached hereto if required by the Owner:*

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

#### CONTRACTOR: *(Name and address)*

Thos. S. Byrne, Inc.  
551 E. Berry Street  
Fort Worth, Texas 76110

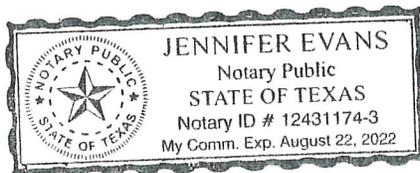
BY:

  
*(Signature of authorized representative)*  
J.R. Evans, Vice President  
*(Printed name and title)*

Subscribed and sworn to before me on this date:

August 31, 2021

Notary Public: Jennifer Evans  
My Commission Expires: August 22, 2022







# AIA<sup>®</sup> Document G706A<sup>™</sup> – 1994

## Contractor's Affidavit of Release of Liens

<b>PROJECT:</b> <i>(Name and address)</i> Little Elm Aquatic Center Little Elm, Texas	<b>ARCHITECT'S PROJECT NUMBER:</b>	<b>OWNER:</b> <input type="checkbox"/>
<b>TO OWNER:</b> <i>(Name and address)</i> Town of Little Elm 100 W. Eldorado Parkway Little Elm, Texas 75068	<b>CONTRACT FOR:</b> General Construction <b>CONTRACT DATED:</b> 06/05/2019	<b>ARCHITECT:</b> <input type="checkbox"/> <b>CONTRACTOR:</b> <input type="checkbox"/> <b>SURETY:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>

**STATE OF:** Texas  
**COUNTY OF:** Tarrant

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

**EXCEPTIONS:**

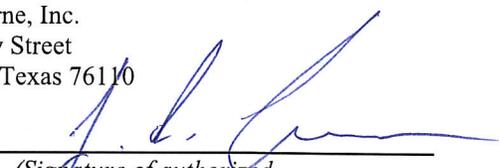
**SUPPORTING DOCUMENTS ATTACHED HERETO:**

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

**CONTRACTOR:** *(Name and address)*

Thos. S. Byrne, Inc.  
551 E. Berry Street  
Fort Worth, Texas 76110

BY:

  
\_\_\_\_\_  
*(Signature of authorized representative)*  
J.R. Evans, Vice President  
\_\_\_\_\_  
*(Printed name and title)*

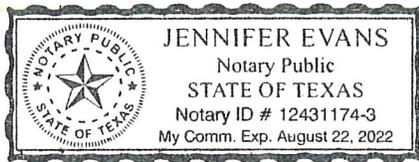
Subscribed and sworn to before me on this date:

August 31, 2021

Notary Public: Jennifer Evans

My Commission Expires: August 22, 2022





**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**

**Bond #022052376**

---

**Project: Aquatic Center RFQ 2018-131**

**To (Owner):**

**Town of Little Elm  
100 W Eldorado Pkwy  
Little Elm, TX 75068**

**Contract For: See above**

**Contract Date: June 5, 2019**

**Contractor:**

**Thos. S. Byrne, Inc. dba  
Byrne Construction Services  
551 E Berry Street  
Ft Worth, TX 76110**

---

In accordance with the provision of the Contract between the Owner and the Contractor as defined above, the **Liberty Mutual Insurance Company**

175 Berkeley Street  
Boston, MA 02116

,SURETY COMPANY

on bond of **Thos. S. Byrne, Inc. dba Byrne Construction Services**  
551 E Berry Street  
Ft Worth, TX 76110

,CONTRACTOR

hereby approves of the final payment to the contractor and agrees that final payment to the contractor shall not relieve the Surety Company of any of its obligations to the

**Town of Little Elm  
100 W Eldorado Pkwy  
Little Elm, TX 75068**

,OWNER

as set forth in the said Surety Company's bond.

**IN WITNESS WHEREOF,**

the Surety Company has hereunto set its hand this **20th** day of **April, 2021**.

**Liberty Mutual Insurance Company**

Witness:



  
Tracy Tucker, Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205229-975271

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bennett Brown, Kevin J. Dunn, Roberta Erb, Steven Tucker, Tanner Langston, Tracy Tucker, W. Lawrence Brown

all of the city of Fort Worth state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of April, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 7th day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of April, 2021.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



## Town Council Meeting

**Date:** 09/07/2021  
**Agenda Item #:** 6. P.  
**Department:** Development Services  
**Strategic Goal:** Ensure excellence in public services while keeping up with the growth in the community  
**Staff Contact:** Wesley Brandon, Town Engineer

---

### **AGENDA ITEM:**

Consider Action to Approve an **Amended Development Agreement Between the Town of Little Elm and James Rooney Regarding the Property Located at 425 Witt Road.**

### **DESCRIPTION:**

On June 4, 2021, Town Council approved a development agreement between the Town and Mr. James Rooney regarding a Town-owned concrete trail and wastewater line that has been found to be outside the easement area dedicated for the improvement. Mr. Rooney has also disputed the location of an existing median along Witt Road, which is an issue referenced in the right-of-way deed acquired by the Town in 2002 in order to construct Witt Road.

The original development stated that a new easement line would be established once the final plat for Mr. Rooney's proposed residential development was completed. However, Mr. Rooney has not pursued the development at this time, and the original agreement was never executed.

In order to re-align the easement and resolve the median placement dispute, staff is recommending the Town amend the original development agreement to allow the new easement to be recorded as a separate instrument, rather than by recording a final plat. The proposed amendment still authorizes a one-time payment of \$30,600 to Mr. Rooney in exchange for dedicating the new easement, as well as acknowledging the resolution of any current or future disputes regarding the Witt Road median opening. Any costs related to future modifications to the median would be the responsibility of the current or future property owner. Mr. Rooney has agreed to the terms in the amended agreement and has signed the final draft.

### **BUDGET IMPACT:**

\$30,600 in funding has been allocated in Acct. 112-6214-16-00.

### **RECOMMENDED ACTION:**

Staff recommends approval.

---

**Attachments**

Amended Development Agreement

Original Un-Executed Agreement

STATE OF TEXAS           §  
  §  
COUNTY OF DENTON       §

**DEVELOPMENT AGREEMENT  
FOR WITT ROAD MEDIAN AND  
THE ESTATES OF ELM TRAIL**

This Development Agreement for Witt Road Median and The Estates of Elm Trail (“**Agreement**”) is entered into between James Rooney (“**Rooney**”) and the Town of Little Elm, Texas (“**Town**”). Rooney and the Town are sometimes referred herein together as the “**Parties**” and individually as a “**Party**.”

**Recitals:**

1. Rooney is the owner of certain real property located at 425 Witt Road in the Town of Little Elm, Texas (the “**Rooney Property**”), from which Rooney Property the Town obtained right-of-way, by deed, in 2002 to construct Witt Road. A dispute has arisen between the Town and Rooney regarding the placement of a median opening in Witt Road, which is an issue referenced in the right-of-way deed.

2. A further dispute has arisen between the Town and Rooney regarding whether a Town trail/sidewalk is correctly located at the Rooney Property within the confines of a dedicated easement for such purpose or whether such Town trail/sidewalk is encroaching onto the Rooney Property without consent or permission.

3. To resolve these disputes without resort to legal proceedings, the Parties have agreed to compromise and settle their respective claims as set forth in this Agreement.

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

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

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

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

**A. Plat for Sidewalk/Trail.** Rooney shall submit a legally conforming final plat to the Town that will contain, among other matters required by the Town through the Town’s subdivision regulations, a dedication to the Town of a trail/sidewalk easement for the Town trail/sidewalk that is currently located on the Rooney Property, such that, after dedication, the trail/sidewalk will be located completely within the dedicated easement.

**B. Witt Road Median Opening.** Rooney shall, at his sole cost, reconstruct the current Witt Road median opening in compliance with, and as shown, on the attached exhibit.

**C. Consideration.** In consideration for Rooney undertaking the actions required by this Agreement, and Rooney's full release of any claims against the Town related to the matters addressed in this Agreement, the Town agrees to pay to Rooney the sum of Thirty Thousand Six Hundred Dollars and 00/100 (\$30,600). The Town agrees that the \$30,600 shall be paid to Rooney within thirty (30) days of the date that the later of the two events set forth below has occurred:

1. The final plat (required by Section 3(A) of this Agreement) is approved by the Town and filed with Denton County to memorialize the dedication of the trail/sidewalk easement, and

2. The Witt Road median opening reconstruction (required by Section 3(B) of this Agreement) is completed and accepted by the Town.

**Section 4. Miscellaneous.**

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

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

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

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

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

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

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

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

I. This Agreement may be only amended or altered by written instrument signed by the Parties.

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

K. This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other collateral oral or written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.

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

M. **THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

**PARTIES' ACKNOWLEDGEMENT OF TOWN'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW, AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS; AND ROONEY'S WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT AND UPON THE ROONEY PROPERTY.**

**ROONEY ACKNOWLEDGES AND AGREES THAT:**

- (I) THE CONVEYANCES, DEDICATIONS, EASEMENTS AND/OR PAYMENT OF MONEY REQUIRED BY THIS AGREEMENT AND IMPOSED BY THE TOWN UPON THE ROONEY PROPERTY TO BE PERFORMED BY ROONEY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:**

- (A) **TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;**
  - (B) **VIOLATION OF THE TEXAS WATER CODE, AS IT EXISTS OR MAY BE AMENDED;**
  - (C) **NUISANCE; AND/OR**
  - (D) **CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST THE TOWN FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION.**
- (II) **THE AMOUNT OF ROONEY’S FINANCIAL OR INFRASTRUCTURE CONTRIBUTION (AFTER RECEIVING ALL CONTRACTUAL OFFSETS, CREDITS AND REIMBURSEMENTS, IF ANY) AGREED TO IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPMENT OF THE ROONEY PROPERTY PLACES ON THE TOWN’S INFRASTRUCTURE.**
- (III) **ROONEY HEREBY AGREES THAT ANY INFRASTRUCTURE THAT HE CONSTRUCTS OR PROPERTY THAT HE CONVEYS TO THE TOWN PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY ROONEY FOR SUCH INFRASTRUCTURE AND ROONEY PROPERTY, AND ROONEY HEREBY WAIVES ANY CLAIMS THEREFORE THAT HE MAY HAVE. ROONEY FURTHER ACKNOWLEDGES AND AGREES THAT ALL PREREQUISITES TO SUCH A DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND THAT ANY VALUE RECEIVED BY THE TOWN RELATIVE TO SAID INFRASTRUCTURE AND CONVEYANCE ARE RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE ROONEY PROPERTY ON THE TOWNS’ INFRASTRUCTURE. ROONEY AND THE TOWN FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.**
- (IV) **ROONEY RELEASES THE TOWN FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS.**

(VI) THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

**TOWN OF LITTLE ELM, TEXAS**

By: \_\_\_\_\_  
Matt Mueller, Town Manager

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

ATTEST:

By: \_\_\_\_\_  
Town Secretary

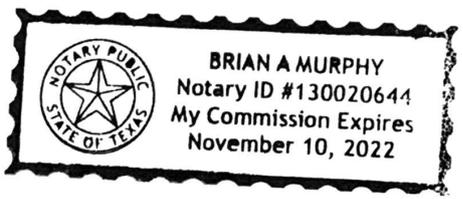
**JAMES ROONEY:**

By: James Rooney  
James Rooney

Date: 8/23/21

Signed on August 23, 2021.

Brian A. Murphy  
BRIAN A MURPHY



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

Before me, the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared MATT MUELLER, Town Manager of the Town of Little Elm, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

By: \_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

**STATE OF TEXAS**           §  
  §  
**COUNTY OF** \_\_\_\_\_ §

Before me, the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared JAMES ROONEY, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

By: \_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**  
**SANITARY SEWER AND SIDEWALK EASEMENT**  
**0.497 ACRE**

**BEING** all that certain lot, tract, or parcel of land situated in the M. Watkins Survey Abstract Number 1396 in the Town of Little Elm, Denton County, Texas, being a part of that certain tract of land conveyed by deed to James C. Rooney and wife, Lynda C. Rooney recorded under Document Number 2016-62955, Real Property Records, Denton County, Texas, and being more particularly described as follows:

**COMMENCING** at an iron rod found in the east line of Witt Road, a public roadway and in the north line of an existing sidewalk and sanitary sewer easement recorded under Document Number 2011-65637 and Document number 2011-65639, Real Property Records, Denton County, Texas, said point being the southeast corner of that certain tract of land conveyed by deed from Lwanda Fay Nix Ortega and Lois Ann Bullock Witt to the Town of Little Elm recorded under Document Number 2011-48565, Real Property Records, Denton County, Texas;

**THENCE** N 89° 59' 11" E, 471.46 feet with said north line of said existing sidewalk and sanitary sewer easement to a point for **PLACE OF BEGINNING**;

**THENCE** N 51° 24' 16" E, 41.40 feet to a point for corner;

**THENCE** N 34° 56' 55" E, 200.99 feet to a point for corner;

**THENCE** S 88° 54' 53" E, 153.67 feet to a point for corner;

**THENCE** N 78° 33' 46" E, 32.36 feet to a point for corner;

**THENCE** N 55° 16' 59" E, 31.41 feet to a point for corner;

**THENCE** N 30° 22' 37" E, 45.09 feet to a point for corner in the south line of the remnant of that certain tract of land conveyed by deed from John W. Watkins and wife, Sunnie Watkins to Perfecto A. Prieto et al recorded in Volume 2451, Page 174, Real Property Records, Denton County, Texas;

**THENCE** N 89° 24' 09" E, 23.33 feet with said south line of said Prieto et al remnant tract to a point for corner;

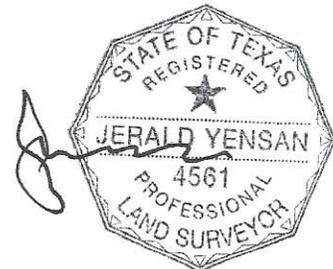
**THENCE** S 30° 22' 37" W, 131.23 feet to a point for corner;

**THENCE** S 61° 17' 46" W, 30.06 feet to a point for corner;

**THENCE** N 77° 41' 14" W, 139.40 feet to a point for corner;

**THENCE** S 32° 41' 47" W, 182.00 feet to a point for corner in said north line of said existing sidewalk and sanitary sewer easement;

**THENCE** S 89° 59' 11" W, 77.55 feet with said north line of said existing sidewalk and sanitary sewer easement to the **PLACE OF BEGINNING** and containing 0.497 acre of land



REMNAANT  
 JOHN W. WATKINS AND WIFE,  
 SUNNIE WATKINS  
 TO  
 PERFECTO A. PRIETO, ET AL  
 VOL. 2451, PAGE 174  
 R.P.R.D.C.T.

PERFECTO A. PRIETO ET AL  
 TO  
 TOWN OF LITTLE ELM  
 DOC. #2011-48562  
 R.P.R.D.C.T.

**M. WATKINS SURVEY A-1396**

JAMES C. ROONEY AND  
 WIFE LYNDA C. ROONEY  
 DOC. #2016-62955  
 R.P.R.D.C.T.

U.S.A. C.O.E.  
 TRACT NO. 707  
 EASEMENT TO U.S.A.  
 VOL. 467, PG. 493

LWANDA FAY NIX  
 ORTEGA AND LOIS ANN  
 BULLOCK WITT  
 TO  
 TOWN OF LITTLE ELM  
 DOC. #2011-48565  
 R.P.R.D.C.T.

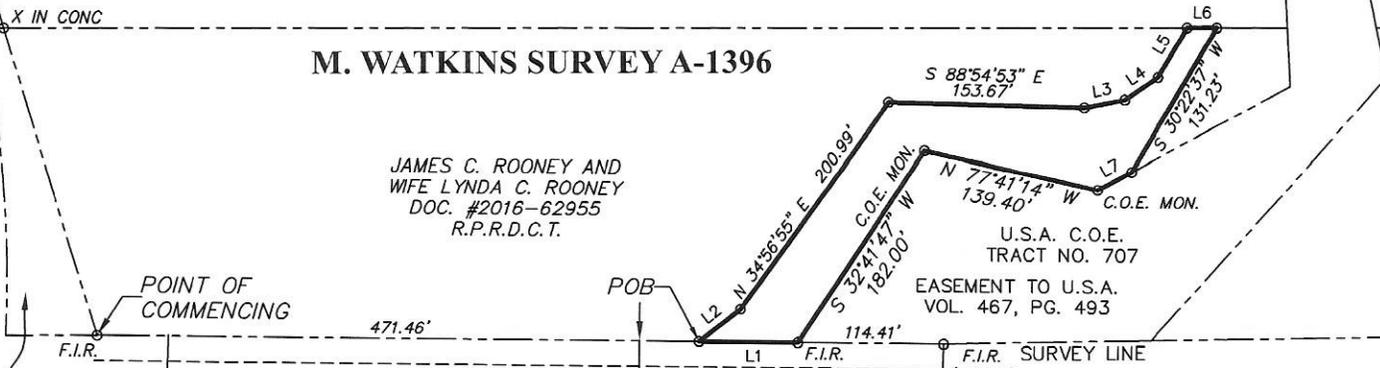
FRISCO MOLIDOR, LP.  
 TO  
 BRAZOS ELEC. POWER CO-OP  
 DOC. #2016-86727  
 R.P.R.D.C.T.

NORTH WEST RANCH, LTD.  
 TO  
 TOWN OF LITTLE ELM, TEXAS  
 DOC. #2014-60202  
 R.P.R.D.C.T.

**H. KENDALL SURVEY A-713**

WITT ROAD

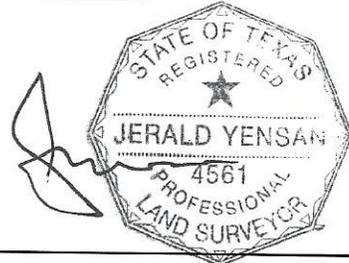
WITT ROAD



20' SIDEWALK EASEMENT  
 & SANITARY SEWER EASEMENT  
 DOC. #2011-65637  
 DOC. #2011-65639

NUM	BEARING	DISTANCE
L1	S 89°59'11" W	77.55'
L2	N 51°24'16" E	41.40'
L3	N 78°33'46" E	32.36'
L4	N 55°16'59" E	31.41'
L5	N 30°22'37" E	45.09'
L6	N 89°24'09" E	23.33'
L7	S 61°17'46" W	30.06'

**EXHIBIT "B"**  
**SANITARY SEWER AND**  
**SIDEWALK EASEMENT**  
**BEING 0.497 ACRE IN THE**  
**M. WATKINS SURVEY A-1396**  
**TOWN OF LITTLE ELM**  
**DENTON COUNTY, TEXAS**



- LEGEND**
- B.L. = BUILDING LINE
  - W/V = WATER VALVE
  - W/M = WATER METER
  - P.P. = POWER POLE
  - S.P. = SERVICE POLE
  - FOC = FIBER OPTIC CABLE
  - CC/P = COVERED PATIO/PORCH
  - E.B. = ELECTRIC BOX
  - F.H. = FIRE HYDRANT
  - GLM = GAS LINE MARKER
  - CATV = CABLE TV BOX
  - D.E. = DRAINAGE EASEMENT
  - C/W = CONCRETE SIDEWALK
  - F.I.R. = FOUND IRON ROD
  - S.I.R. = SET CAPPED 1/2" RPLS 4561 IRON ROD
  - L.P. = LIGHT POLE
  - W/D = WOOD DECK
  - C/O = SANITARY SEWER CLEANOUT
  - TEL. PED. = TELEPHONE BOX
  - STM MH = STORM SEWER MANHOLE
  - SSMH = SANITARY SEWER MANHOLE
  - C/P = CONCRETE PATIO/PORCH

**LANDMARK SURVEYORS, LLC.**  
 4238 I-35 NORTH  
 DENTON, TEXAS 76207  
 (940) 382-4016  
 TX FIRM REGISTRATION NO. 10098600 FAX (940) 387-9784

DRAWN BY: BTH  
 SCALE: 1"=150'  
 DATE: 29 SEPTEMBER, 2017 JOB NO: 174118

STATE OF TEXAS §  
§  
COUNTY OF DENTON §

**DEVELOPMENT AGREEMENT  
FOR WITT ROAD MEDIAN AND  
THE ESTATES OF ELM TRAIL**

This Development Agreement for Witt Road Median and The Estates of Elm Trail (“**Agreement**”) is entered into between James Rooney (“**Rooney**”) and the Town of Little Elm, Texas (“**Town**”). Rooney and the Town are sometimes referred herein together as the “**Parties**” and individually as a “**Party**.”

**Recitals:**

1. Rooney is the owner of certain real property located at 425 Witt Road in the Town of Little Elm, Texas (the “**Rooney Property**”), from which Rooney Property the Town obtained right-of-way, by deed, in 2002 to construct Witt Road. A dispute has arisen between the Town and Rooney regarding the placement of a median opening in Witt Road, which is an issue referenced in the right-of-way deed.

2. A further dispute has arisen between the Town and Rooney regarding whether a Town trail/sidewalk is correctly located at the Rooney Property within the confines of a dedicated easement for such purpose or whether such Town trail/sidewalk is encroaching onto the Rooney Property without consent or permission.

3. To resolve these disputes without resort to legal proceedings, the Parties have agreed to compromise and settle their respective claims as set forth in this Agreement.

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

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

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

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

**A. Plat for Sidewalk/Trail.** Rooney shall submit a legally conforming final plat to the Town that will contain, among other matters required by the Town through the Town’s subdivision regulations, a dedication to the Town of a trail/sidewalk easement for the Town trail/sidewalk that is currently located on the Rooney Property, such that, after dedication, the trail/sidewalk will be located completely within the dedicated easement.

**B. Witt Road Median Opening.** Rooney shall, at his sole cost, reconstruct the current Witt Road median opening in compliance with, and as shown, on the attached exhibit.

**C. Consideration.** In consideration for Rooney undertaking the actions required by this Agreement, and Rooney's full release of any claims against the Town related to the matters addressed in this Agreement, the Town agrees to pay to Rooney the sum of Thirty Thousand Six Hundred Dollars and 00/100 (\$30,600). The Town agrees that the \$30,600 shall be paid to Rooney within thirty (30) days of the date that the later of the two events set forth below has occurred:

1. The final plat (required by Section 3(A) of this Agreement) is approved by the Town and filed with Denton County to memorialize the dedication of the trail/sidewalk easement, and

2. The Witt Road median opening reconstruction (required by Section 3(B) of this Agreement) is completed and accepted by the Town.

**Section 4. Miscellaneous.**

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

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

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

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

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

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

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

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

I. This Agreement may be only amended or altered by written instrument signed by the Parties.

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

K. This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other collateral oral or written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.

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

M. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

**PARTIES' ACKNOWLEDGEMENT OF TOWN'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW, AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS; AND ROONEY'S WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT AND UPON THE ROONEY PROPERTY.**

**ROONEY ACKNOWLEDGES AND AGREES THAT:**

- (I) THE CONVEYANCES, DEDICATIONS, EASEMENTS AND/OR PAYMENT OF MONEY REQUIRED BY THIS AGREEMENT AND IMPOSED BY THE TOWN UPON THE ROONEY PROPERTY TO BE PERFORMED BY ROONEY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

- (A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;
  - (B) VIOLATION OF THE TEXAS WATER CODE, AS IT EXISTS OR MAY BE AMENDED;
  - (C) NUISANCE; AND/OR
  - (D) CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST THE TOWN FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION.
- (II) THE AMOUNT OF ROONEY'S FINANCIAL OR INFRASTRUCTURE CONTRIBUTION (AFTER RECEIVING ALL CONTRACTUAL OFFSETS, CREDITS AND REIMBURSEMENTS, IF ANY) AGREED TO IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPMENT OF THE ROONEY PROPERTY PLACES ON THE TOWN'S INFRASTRUCTURE.
- (III) ROONEY HEREBY AGREES THAT ANY INFRASTRUCTURE THAT HE CONSTRUCTS OR PROPERTY THAT HE CONVEYS TO THE TOWN PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY ROONEY FOR SUCH INFRASTRUCTURE AND ROONEY PROPERTY, AND ROONEY HEREBY WAIVES ANY CLAIMS THEREFORE THAT HE MAY HAVE. ROONEY FURTHER ACKNOWLEDGES AND AGREES THAT ALL PREREQUISITES TO SUCH A DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND THAT ANY VALUE RECEIVED BY THE TOWN RELATIVE TO SAID INFRASTRUCTURE AND CONVEYANCE ARE RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE ROONEY PROPERTY ON THE TOWN'S INFRASTRUCTURE. ROONEY AND THE TOWN FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.
- (IV) ROONEY RELEASES THE TOWN FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS.

(V) ROONEY WAIVES ANY CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST THE TOWN FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION.

(VI) THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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



TOWN OF LITTLE ELM, TEXAS

By:   
Matt Mueller, Town Manager

Date: 06-04-19

ATTEST:

By:   
Town Secretary

JAMES ROONEY:

By: \_\_\_\_\_  
James Rooney

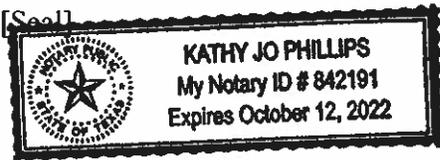
Date: \_\_\_\_\_



STATE OF TEXAS       §  
                                  §  
COUNTY OF DENTON   §

Before me, the undersigned authority, on this 4<sup>th</sup> day of June, 2019, personally appeared MATT MUELLER, Town Manager of the Town of Little Elm, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]



By: *Kathy Jo Phillips*  
Notary Public, State of Texas

My Commission Expires: 10-12-2022

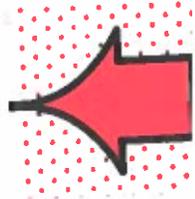
STATE OF TEXAS       §  
                                  §  
COUNTY OF \_\_\_\_\_ §

Before me, the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared JAMES ROONEY, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

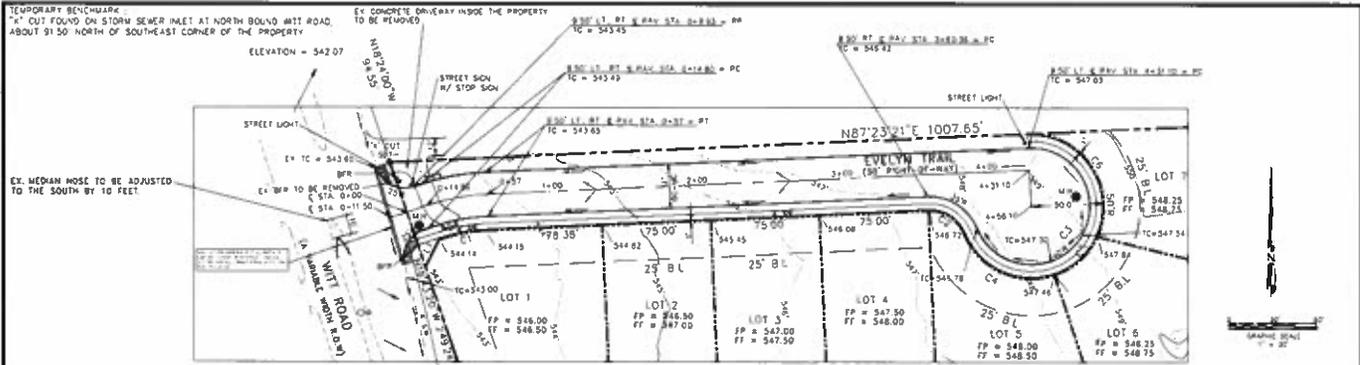
By: \_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

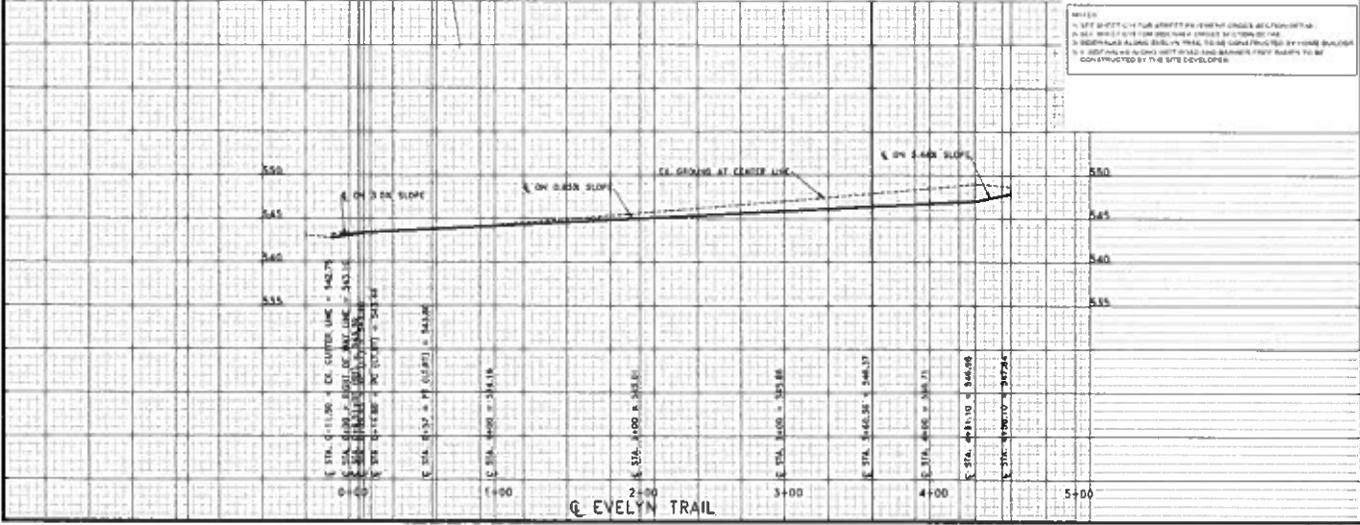


**EXHIBIT**

**Witt Road Median Opening Reconstruction**



**THE ESTATES OF ELM TRAIL**  
 Lots 1 to 6, Block 1  
 Town of Little Elm, Denton County, Texas.



**JAVANI CONSULTING ENGINEERS, INC.**  
 2121 N. JOCKEY LAKE, #100  
 CARROLLTON, TEXAS 75006  
 TEL: (972) 718-0488  
 jani@earthlink.net

DATE: \_\_\_\_\_

SCALE: 1" = 40'  
 DATE: 11-06-2018  
 SHEET NUMBER: C6





**Date:** 09/07/2021  
**Agenda Item #:** 7. A.  
**Department:** Development Services  
**Strategic Goal:** Promote and expand Little Elm's identity  
**Staff Contact:** Fred Gibbs, Director of Development Services

---

**AGENDA ITEM:**

Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1635 Regarding a Proposed Text Amendment to Chapter 106 (Zoning) by Amending Sec.106.05.05 Nonconforming Uses and Structures in Order to Prohibit Reoccupancy of Abandoned Nonconforming Structures within the Town of Little Elm.**

**Open Public Hearing:**  
**Receive Public Comments:**  
**Close Public Hearing:**  
**Take Action on Ordinance No. 1635:**

**DESCRIPTION:**

**Planning Analysis**

In several recent cases, Staff has come across challenging language within the Zoning Ordinance, specifically as it relates to nonconforming structures. Current text allows vacant and abandoned nonconforming structures to be reoccupied after a period of 6 months, by a conforming use. Current Section 106.05.05 (f) 6. reads as follows:

"Reuse of abandoned or vacant buildings by conforming uses allowed. Buildings or structures which have been vacant or abandoned for **more than** six months and do not meet the current area regulations or development standards shall be allowed to be reoccupied by a conforming use."

The text is also highlighted in the ordinance exhibit. The current text does not seem to align with the Town's goals given the amount of investment the Town is making into promoting growth and encouraging high quality redevelopment throughout the Town. Allowing reoccupancy of abandoned nonconforming structures prohibits redevelopment and makes it challenging for Staff to enforce the kind of high quality standards that will keep the Town vibrant for many years to come.

In an effort to resolve this, Staff believes that Section 106.05.05 (f) 6. should be amended to read as

follows:

"Reuse of abandoned or vacant buildings by conforming uses allowed. Buildings or structures which have been vacant or abandoned for **less than** six months and do not meet the current area regulations or development standards shall be allowed to be reoccupied by a conforming use."

Such text change would still allow reoccupancy of nonconforming structures with conforming uses, within the reasonable period of time. If a property owner requests such reoccupancy outside of the allotted time period, they would have two potential options, either go through the Board of Adjustments to make their request, or request the property be rezoned to a Planned Development district, incorporating any existing nonconformities. This will allow the Town to evaluate such requests on a case by case basis and potentially still allow such reoccupancy where appropriate.

**Commission Findings.**

At their regular meeting on August 19, 2021, the Planning and Zoning Commission heard this request and recommended approval of the proposed text amendment as presented.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

The Planning and Zoning Commission recommends approval of the proposed text amendment as presented.

---

**Attachments**

Ordinance No. 1635

Ordinance Exhibit

**TOWN OF LITTLE ELM**

**ORDINANCE NO. 1635**

**AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING CHAPTER 106, "ZONING," OF THE TOWN'S CODE OF ORDINANCES THROUGH TEXTURAL CHANGES TO SECTION 106.05.05 - NONCONFORMING USES AND STRUCTURES, OF THE ZONING ORDINANCE; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the zoning ordinance ("**Zoning Ordinance**") of the Town of Little Elm, Texas ("**Town**"), is contained in Chapter 106 of the Town of Little Elm's Code of Ordinances ("**Code**"); and

**WHEREAS**, Town staff has recommended that the Zoning Ordinance be amended in Section 106.05.05 - Nonconforming uses and structures, via proposed textual changes to the Zoning Ordinance; and

**WHEREAS**, the Town's Planning and Zoning Commission and the Town Council of the Town of Little Elm, Texas, in accordance with the state law and the ordinances of the Town, have given the required notices and have held the required public hearings regarding the adoption of the proposed Zoning Ordinance amendments; and

**WHEREAS**, after due deliberations and consideration of the recommendation of the Town's Planning and Zoning Commission, and any other information and materials received at the public hearing, the Town Council of the Town of Little Elm, Texas, has determine the various amendments to the Zoning Ordinance are in the best interest of public health, safety, and welfare of the residents of the Town.

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

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

**SECTION 2. ADOPTION OF AMENDED ZONING ORDINANCE SECTION.** That Ordinance No. 226 of the Town of Little Elm, Texas, as amended, is hereby repealed and amended by and through the adoption of the amended section of the Zoning Ordinance, attached hereto, which amended Zoning Ordinance is hereby adopted.

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

**SECTION 4. PENALTY.** Any person, firm, or corporation violating any of the provision of this Ordinance shall be punished by a penalty of a fine not to exceed the sum of Two Thousand Dollars (\$2,000) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense.

**SECTION 5. SEVERABILITY.** The sections, paragraphs, sentences, phrases, and words of this Ordinance are severable, and if any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid or unconstitutional, the adjudication shall not affect any other section or provision of this Ordinance or the application of any other section or provision to any person, firm, corporation, situation or circumstance, nor shall adjudication affect any other section or provision of the New Zoning Ordinance of the Town of Little Elm, Texas, and the Town Council hereby declares that it would have adopted the valid portions and applications of this Ordinance (which includes the New Zoning Ordinance) without the invalid parts and to this end the provisions of this Ordinance shall remain in full force and effect.

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

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

**PASSED AND APPROVED** by the Town Council of the Town of Little Elm, Texas on the 7<sup>th</sup> day of September, 2021.

**The Town of Little Elm, Texas**

---

Curtis J. Cornelious, Mayor

ATTEST:

---

Caitlan Biggs, Town Secretary

ATTACHMENT – AMENDED SECTION OF THE ZONING ORDINANCE

---

## Sec. 106.05.05 Nonconforming uses and structures.

- (a) *Intent.* Within the districts established by this chapter or amendments that may later be adopted, there exist lots, structures, and uses of land and structures which were lawful before this chapter was passed or amended, but which would be prohibited, regulated or restricted under the terms of this chapter or future amendments.
- (1) It is the intent of this chapter to permit these nonconformities to continue until they are removed, but not to encourage their survival. Such uses are declared by this chapter to be incompatible with permitted uses in the districts involved. It is further the intent of this chapter that nonconformities shall not be enlarged upon, expanded, or extended, nor be used as grounds for adding other structures or uses prohibited elsewhere in the same district.
  - (2) A nonconforming use of a structure, a nonconforming use of land, or a nonconforming use of a structure and land shall not be extended or enlarged after passage of this chapter by attachment on a building or premises of additional signs intended to be seen from the street or off the premises, or by the addition of other uses of a nature which would be prohibited generally in the district involved.
  - (3) To avoid undue hardship, nothing in this chapter shall be deemed to require a change in the plans, construction or designated use of any building on which actual construction was lawfully begun prior to the effective date of adoption or amendment of this chapter and upon which actual building construction has been diligently carried on. Actual construction is hereby defined to include the placing of construction materials in permanent position and fastened in a permanent manner; except that where demolition or removal of an existing building has been substantially begun in preparation for rebuilding, such demolition or removal shall be deemed to be actual construction, provided that work shall be diligently carried on until completion of the building involved.
- (b) *Nonconforming lots of record.*
- (1) In any district in which single-family dwellings are permitted, notwithstanding limitations imposed by other provisions of this chapter, a single-family dwelling and customary accessory buildings may be erected on any single lot of record at the effective date of adoption or amendment of this chapter. Such lot must be in separate ownership and not of continuous frontage with other lots in the same ownership. This provision shall apply even though such lot fails to meet the requirements for area or width standards, or both, that are generally applicable in the district, provided that yard dimensions and other requirements not involving area or width, or both, of the lot must conform to the regulations for the district in which such lot is located. Variance of area, width, and yard requirements may be obtained only through action of the board of adjustment (see section 106.02.02(a)(3) for more information).
  - (2) If two or more lots or combinations of lots and portions of lots with continuous frontage in single ownership are of record at the time of passage or amendment of this chapter, and if all or part of the lots do not meet the requirements for lot width and area as established by this chapter, the lands involved shall be considered to be an undivided parcel for the purposes of this chapter, and no portion of said parcel shall be used which does not meet lot width and area requirements established by this chapter, nor shall any division of the parcel be made which leaves remaining any with width or area below the requirements stated in this chapter.
- (c) *Nonconforming uses of land.* Where, at the effective date of adoption or amendment of this chapter, lawful use of land exists that is made no longer permissible under the terms of this chapter as enacted or amended, such use may be continued, so long as it remains otherwise lawful, subject to the following provisions:
- (1) No such nonconforming use shall be enlarged or increased, nor extended to occupy a greater area of land than was occupied at the effective date of adoption or amendment of this chapter;

- 
- (2) No such nonconforming use shall be moved in whole or in part to any other portion of the lot or parcel occupied by such use at the effective date of adoption or amendment of this chapter;
  - (3) If any such nonconforming use of land ceases for any reason for a period of more than 30 days, any subsequent use of such land shall conform to the regulations specified by this chapter for the district in which such land is located.
- (d) *Nonconforming uses of structures.* If a lawful use of a structure, or of structure and premises in combination, exists at the effective date of adoption or amendment of this chapter that would not be allowed in the district under the terms of this chapter, the lawful use may be continued so long as it remains otherwise lawful, subject to the following provisions:
- (1) No existing structure devoted to a use not permitted by this chapter in the district in which it is located shall be enlarged, extended, constructed, reconstructed, moved, or structurally altered except in changing the use of the structure to a use permitted in the district in which it is located.
  - (2) Any nonconforming use may be extended throughout any parts of a building which were manifestly arranged or designed for such use at the time of adoption or amendment for this chapter, but no such use shall be extended to occupy any land outside such building.
  - (3) Any structure, or structure and land in combination, in or on which a nonconforming use is superseded by a permitted use, shall thereafter conform to the regulations for the district in which such structure is located, and the nonconforming use may not thereafter be resumed.
  - (4) When a nonconforming use of a structure, or structure and premises in combination, is discontinued or abandoned for six consecutive months or for 18 months during any three-year period, the structure thereafter shall not be used except in conformance with the regulations of the district in which it is located.
  - (5) Where nonconforming use status applies to a structure and premises in combination, removal or destruction of the structure shall eliminate the nonconforming status of the land.
  - (6) Where nonconforming use status applies to a conforming structure, such use shall be immediately terminated upon transfer to another ownership or lease.
- (e) *Changing uses and nonconforming rights.*
- (1) Nonconforming use to conforming use. Any nonconforming use may be changed to a conforming use, and once such change is made, the use shall not be changed back to any nonconforming use.
  - (2) Nonconforming use to another nonconforming use. A nonconforming use may not be changed to another nonconforming use.
  - (3) Conforming use in a nonconforming structure. Where a conforming use is located in a nonconforming structure, the use may be changed to another conforming use by the process outlined in section 106.05.05(f), expansion of nonconforming uses and structures.
- (f) *Expansion of nonconforming uses and structures.* An expansion of a nonconforming use or structure is allowed in accordance with the following.
- (1) *Nonconforming use expansion in existing building.* A nonconforming use located within a building may be extended throughout the existing building, provided.
    - a. No structural alteration, except as provided in section 106.05.05(f)(5) below, may be made on or in the building except those required by law to preserve such building in a structurally sound condition.

- 
- b. The number of dwelling units or rooms in a nonconforming residential use must not be increased so as to exceed the number of dwelling units or rooms existing at the time said use became a nonconforming use.
- (2) *Nonconforming use prohibited from expansion beyond existing building.* Nonconforming use within a building shall not be extended to occupy any land outside the building.
- (3) *Off-street loading and parking.* Nonconforming use of land or building shall not be enlarged, increased, or extended to occupy a greater area of land than was occupied at the time the land became a nonconforming use, except to provide off-street loading or off-street parking space.
- (4) *Residential lot exemption.* The minimum residential lot areas for the various zoning districts shall be in accordance with their respective districts except that a lot having less area than herein required which was an official "lot of record" prior to [date of adoption of ordinance], may be used for a single-family dwelling.
- (5) *Expansion of nonconforming buildings with conforming uses.* Buildings or structures which do not conform to the area regulations or development standards in this chapter but where the uses are deemed conforming shall not increase the gross floor area greater than ten percent from the date when the building became nonconforming.
- (6) **Reuse of abandoned or vacant buildings by conforming uses allowed. Buildings or structures which have been vacant or abandoned for less than six months and do not meet the current area regulations or development standards shall be allowed to be reoccupied by a conforming use.**
- (g) *Restoration of nonconforming structures.*
- (1) *Total destruction.* If a nonconforming structure is destroyed by fire, the elements, or other cause, it may not be rebuilt except to conform to the provisions of this chapter.
- (2) *Partial destruction.* In the case of partial destruction of a nonconforming structure not exceeding 51 percent of its total appraised value as determined by the Appraisal District, reconstruction will be permitted, but the existing square footage or function of the nonconforming structure cannot be expanded.
- (h) *Movement of nonconforming structures.*
- (1) *Relocation of a nonconforming structure within a platted lot.* Nonconforming structures may be relocated within the same platted lot.
- (2) *Compliance.* Nonconforming structures shall comply with all setback and screening requirements.
- (i) *Repairs and maintenance.* On any building devoted in whole or in part to a nonconforming use, work may be done in any period of 12 consecutive months on ordinary repairs, or on repair or replacement of nonbearing walls, fixture, wiring or plumbing, to an extent not exceeding ten percent of the current replacement value of the building, provided that the cubic content of the building as it existed at the time of passage or amendment of this chapter shall be not increased. Nothing in this chapter shall be deemed to prevent the strengthening or restoring to a safe condition of any building or part thereof declared to be unsafe by any official charged with protecting the public safety, upon order of such official.
- (j) *Uses under exception provisions not nonconforming uses.* Any use for which a special exception is permitted as provided in this chapter shall not be deemed a nonconforming use, but shall without further action be deemed a conforming use in such district only for the single property granted such exception.

(Ord. No. 1407, § 2, 8-15-2017)



**Date:** 09/07/2021  
**Agenda Item #:** 7. B.  
**Department:** Development Services  
**Strategic Goal:** Promote and expand Little Elm's identity  
**Staff Contact:** Fred Gibbs, Director of Development Services

---

**AGENDA ITEM:**

Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1634 Regarding a Request for a Specific Use Permit for a Smoking Establishment, in Order to Allow for the Sale of Vaping Products, Generally Located at 800 West Eldorado Parkway, Suite 122, on the West Side of Lobo Lane, Approximately 384 feet South of Eldorado Parkway, within Little Elm's Town Limits.**

**Open Public Hearing:**  
**Receive Public Comments:**  
**Close Public Hearing:**  
**Take Action on Ordinance No. 1634:**

**DESCRIPTION:**

**Planning Analysis**

**Background.**

Subject property is currently zoned Light Commercial (LC) with a Specific Use Permit (SUP) for a child care center, as approved through Ordinance No. 943, and an SUP for minor auto repair use, as approved through Ordinance No. 1269. The property is operating as an existing multi-tenant shopping center with a mix of retail and restaurant tenants, as well as a child care center. The proposed smoking establishment would occupy the currently vacant 1,600 square-foot Suite 122, previously occupied by Spotlight Dance Academy.

A smoking establishment is defined as "an establishment that sells products and devices primarily for the purpose of smoking or vaping in various forms. These establishments sometimes provide a contained area with a separate ventilation system for the purpose of smoking within the associated structure."

The applicant, Uptown Vape and Smoke, is an upscale and high-end vape and smoke shop, primarily focusing on the retail sale of products in the vapor and smoke category, along with a small selection of CBD and hemp items.

**Proposal.**

The applicant is requesting approval of a smoking establishment as an allowed use on the subject property, solely for the purposes of retail, and has provided a letter of intent stating that smoking will not be permitted within the establishment. Therefore, the proposed suite, if the SUP request is approved, as long as it is occupied by this tenant, would only be utilized for retail sales of vaping and related products. However, if, in the future, another tenant was to occupy this space and they decide to allow smoking on premises, Chapter 70, Article IX. Smoking sets certain requirements on smoking establishments that provide a contained area for the purpose of smoking.

The existing SUP Ordinance No. 1269 provides a challenge by specifically prohibiting "smoke shops" on this site. It should be noted that after the approval of Ordinance No. 1269, the property was subdivided into two separate lots. While the auto repair use is currently located on a different lot, because the SUP was approved for the property in its entirety at that time, the Ordinance regulations are still applicable to the subject property. Therefore, in order to accommodate the applicant's request, Ordinance No. 1269 would also need to be amended to remove "smoke shop" from the list of restricted uses. No other changes are being proposed to the existing ordinances on this property and all other existing conditions will remain in place. These requests are being proposed concurrently.

Chapter 106 of the Little Elm Code of Ordinances requires a Specific Use Permit (SUP) be issued for smoking establishment use.

The proposal includes a total SUP area of 1,600 square feet, specifically for retail sales of vaping products. The submitted floor plan depicts a store layout with shelving, special display area, and associated office and storage in the back.

**Parking.**

A smoking establishment is categorized as a retail use, which is required to be parked at a ratio of 1 parking space per 200 square feet of floor area. The existing site was developed with a 31,356 square-foot retail building, which, inclusive of the child care center, requires a total of 115 parking spaces at full tenant occupancy. The site provides a total of 140 parking spaces and meets parking requirements.

**Development Standards.**

This site was developed through an approved Concept Plan and since the applicant is not making any exterior or site improvements in order to accommodate the proposed use, no additional site requirements were reviewed at this time.

**Comprehensive Plan.**

The Future Land Use Plan (FLUP) designates the subject property with a retail/commercial land use category, which is appropriate for a smoking establishment that is proposing to sell vaping products. Therefore, the requested SUP, if approved, would not be in conflict with the FLUP.

**Commission Findings.**

The purpose of an SUP is to add or modify specific land use rights to those already granted within a zoning district. Section 106.02.17 provides that each request considers the intensity of the proposed use within the context of the proposed location based on compatibility and suitability, and in evaluating the compatibility of the proposed use within the existing area context, "the town council may impose such additional development standards and safeguards as the conditions and locations indicate important to the welfare and protection of adjacent property from noise,

vibration, dust, dirt, smoke, fumes, odor, gas, explosion, glare, offensive view, or other undesirable or hazardous conditions."

The smoking establishment definition was created in December 2020, and the use was added to the use chart as allowed through a Specific Use Permit under certain zoning districts. Prior to this change, these types of establishments were simply considered as retail and allowed as of right in zoning districts where typical retail uses are allowed. Seeing a gap in the Town's uses, given the growing popularity of vaping, Staff proposed these uses be considered under a Specific Use Permit in order to allow the Town to better evaluate the requests on a case by case basis, as well as allow the Town to require the establishment meet certain conditions as deemed necessary for that specific request and location, as stated in Section 106.02.17.

At their regular meeting on August 19, 2021, given the purpose of a Specific Use Permit, the Planning and Zoning Commission evaluated the proposed SUP request based on the presented information, in accordance with Section 106.02.17, and made a recommendation to approve the SUP request subject to the following conditions:

1. This SUP shall remain a retail only smoking establishment, no smoking or vaping on premises, in perpetuity.
2. This SUP shall be applicable to this specific tenant, Uptown Vape, to operate for the longevity of their occupancy within this particular suite.
3. No exterior signage shall be installed for this tenant fronting onto or visible from Lobo Lane.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

The Planning and Zoning Commission recommends approval of the SUP request subject to the following conditions:

1. This SUP shall remain a retail only smoking establishment, no smoking or vaping on premises, in perpetuity.
2. This SUP shall be applicable to this specific tenant, Uptown Vape, to operate for the longevity of their occupancy within this particular suite.
3. No exterior signage shall be installed for this tenant fronting onto or visible from Lobo Lane.

---

**Attachments**

Location Map

Ordinance No. 1634

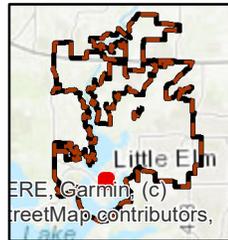
Ordinance Attachments - Exhibit A



Document Path: G:\GIS\For\Town\Employees\Planning\LocationMap\_Pontrail.mxd



**Request For a Specific Use Permit  
For a Smoking Establishment**  
Lot 1R3 Block A  
Lake Shore Crossing



**Town of Little Elm  
Denton County, Tx**  
Date: 7/30/2021



This map is the property of the Town of Little Elm, and is not to be reproduced by any means, mechanical or digital, without written consent of the Town.  
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

**TOWN OF LITTLE ELM**

**ORDINANCE NO. 1634**

**AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE TO AMEND EXISTING SPECIFIC USE PERMIT ORDINANCE NO. 1269, ON PROPERTY LOCATED AT 800 WEST ELDORADO PARKWAY, TO REMOVE "SMOKE SHOPS" FROM THE LIST OF RESTRICTED USES, AND GRANT A SPECIFIC USE PERMIT FOR A SMOKING ESTABLISHMENT WITHIN SUITE 122, ON THE SUBJECT PROPERTY; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, Chapter 106 (Zoning) of the Little Elm Code of Ordinances, requires a Specific Use Permit be granted by Town Council in order to legally operate and occupy the subject property with a smoking establishment use while it is zoned Light Commercial (LC); and

**WHEREAS**, a request for a Specific Use Permit for a smoking establishment use has been submitted by Hassan Ali, HH Commerce LLC, on property located at 800 West Eldorado Parkway, Suite 122; and

**WHEREAS**, Section 106.02.17 of the Little Elm Code of Ordinances provides that Town Council may impose such additional development standards and safeguards as the conditions and locations indicate important to the welfare and protection of adjacent property from noise, vibration, dust, dirt, smoke, fumes, odor, gas, explosion, glare, offensive view, or other undesirable or hazardous conditions; and

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

**WHEREAS**, at its regular meeting held on August 19, 2021 the Planning & Zoning Commission considered and made recommendations on a request to amend existing Specific Use Permit Ordinance No. 1269, on property located at 800 West Eldorado Parkway, to remove "smoke

shops” from the list of restricted uses, and grant a Specific Use Permit for a smoking establishment within Suite 122 of the subject property, (Case No.21-SUP-04); and

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

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

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

**SECTION 2. AMENDMENT.** That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, as amended, is hereby amended by the following:

- A. Amending existing Specific Use Permit Ordinance No. 1269 by removing “smoke shops” from the list of restricted uses.
- B. Granting a Specific Use Permit authorizing a smoking establishment on the property located at 800 West Eldorado Parkway, Suite 122, subject to the following conditions:
  1. Prior to the issuance of a Certificate of Occupancy, said Property shall be improved in accordance with the site plan and floor plan, which are attached hereto as Exhibit A and made a part hereof for all purposes.
  2. The Specific Use Permit granted herein for a smoking establishment shall be limited to that particular area designated on the approved site plan as encompassing a total area not to exceed 1,600 square feet.
  3. The Specific Use Permit granted herein shall remain a retail only smoking establishment, no smoking or vaping on-premises, in perpetuity.
  4. The Specific Use Permit granted herein shall be applicable to this specific tenant, Uptown Vape, to operate for the longevity of their occupancy within this particular suite and square footage.
  5. No exterior signage shall be installed for this tenant fronting onto, or visible from, Lobo Lane.

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

ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

**SECTION 4. PENALTY.** Any person, firm, or corporation violating any of the provision of this Ordinance shall be punished by a penalty of a fine not to exceed the sum of Two Thousand Dollars (\$2,000) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense.

**SECTION 5. SEVERABILITY.** The sections, paragraphs, sentences, phrases, and words of this Ordinance are severable, and if any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid or unconstitutional, the adjudication shall not affect any other section or provision of this Ordinance or the application of any other section or provision to any person, firm, corporation, situation or circumstance, nor shall adjudication affect any other section or provision of the New Zoning Ordinance of the Town of Little Elm, Texas, and the Town Council hereby declares that it would have adopted the valid portions and applications of this Ordinance (which includes the New Zoning Ordinance) without the invalid parts and to this end the provisions of this Ordinance shall remain in full force and effect.

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

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

**PASSED AND APPROVED** by the Town Council of the Town of Little Elm, Texas on the 7<sup>th</sup> day of September, 2021.

**The Town of Little Elm, Texas**

---

Curtis J. Cornelious, Mayor

ATTEST:

---

Caitlan Biggs, Town Secretary

ATTACHMENT – EXHIBIT A



# HH Commerce LLC

---

3824 Cedar Springs Rd #437  
Dallas, TX 75219  
(972) 207-1806  
Hassan@HHCommerce.com

June 1, 2021

**Letter of Intent for Specific Use Permit**

**Address: 800 W Eldorado Pkwy Ste 122, Little Elm, TX 75068**

**Project Name: Uptown Vape and Smoke**

**Applicant/Project Owner: HH Commerce LLC**

To the Town of Little Elm,

It is our pleasure to submit this letter of intent to pursue the specific use permit, certificate of occupancy, and related approvals for the property located at 800 W Eldorado Pkwy. Ste 122, Little Elm, TX 75068. Our company is HH Commerce LLC and we have been in business since 2018. Our DBA for the location in question is "Uptown Vape and Smoke". We are new tenants with a current 5 year lease on the subject property owned by Lakshmi Investment Properties LLC.

Uptown Vape and Smoke is an upscale and high-end vape and smoke shop designed to be recognized as a premier retailer of the newest and best products in the vapor and smoke category, along with a small selection of CBD and hemp items. We are current and up to date with our retail tobacco and retail hemp licenses in the state of Texas and abide by all rules and guidelines incorporated by Texas state laws and regulations. Uptown Vape and Smoke plans to incorporate an upscale retail shopping environment with ambient lighting and an inviting atmosphere, employees who will provide excellent customer service and

## **EXHIBIT A**

knowledge of the latest trends, with an extensive variety of products that will uplift the lives of residents and visitors in the area.

### **Project Layout**

Uptown Vape and Smoke at Lakeshore Crossing consists of 1600 square feet of commercial space with a site plan and layout designed to be uncluttered and make retail shopping easy for customers. Our primary target will attract residents of the city and surrounding areas, as well as visitors. Residents and visitors alike will be drawn to the Project by the professionally designed store sign outside and the architectural accent lighting inside. The convenience store and liquor store across from the Project, nearby restaurants, and especially the lake, will encourage people to explore and shop the commercial and public spaces at Lakeshore Crossing. Entry to the commercial facility will be harmonious with, yet strikingly distinguishable from, the other commercial entries. As we are a retail location only, no vaping or smoking will be allowed inside the store.

### **Project Objectives and Benefits**

- Provide additional employment opportunities to the area
- Offer a unique retail shopping experience to this part of Little Elm
- Add a high-end and desirable lifestyle store
- Allow residents who work in the area to also shop in the area
- Provide the community with new visitors

### **Site Furnishings**

- Premium stained wood flooring throughout the establishment
- High quality, contemporary, American-made display cases and fixtures
- Professionally installed LED accent lighting at primary corners
- Professionally installed LED lighting along shelves and inside display cases
- Professionally designed and installed signage for store exterior

## EXHIBIT A

- High quality, durable, low maintenance interior furniture is being used including display cases, shelving, tower displays, slat walls, tables, chairs, and electronics
- Colors and textures are consistent with surrounding properties and are typical for urban projects of this type
- All colors and lighting coordinate with the internal store facade and enhance the characteristics of the project

In closing, we look forward to working with the Town of Little Elm throughout the approval process to transform our location into one of the best and beautiful vape and smoke shops in the city and surrounding areas. Floor plan layout and example photos are attached along with this letter of intent for your review.

Sincerely,

Hassan Ali | HH Commerce LLC

A handwritten signature in black ink, appearing to read "Hassan Ali". The signature is fluid and cursive, with the first name "Hassan" being more prominent and the last name "Ali" written in a smaller, more connected script.

# EXHIBIT A

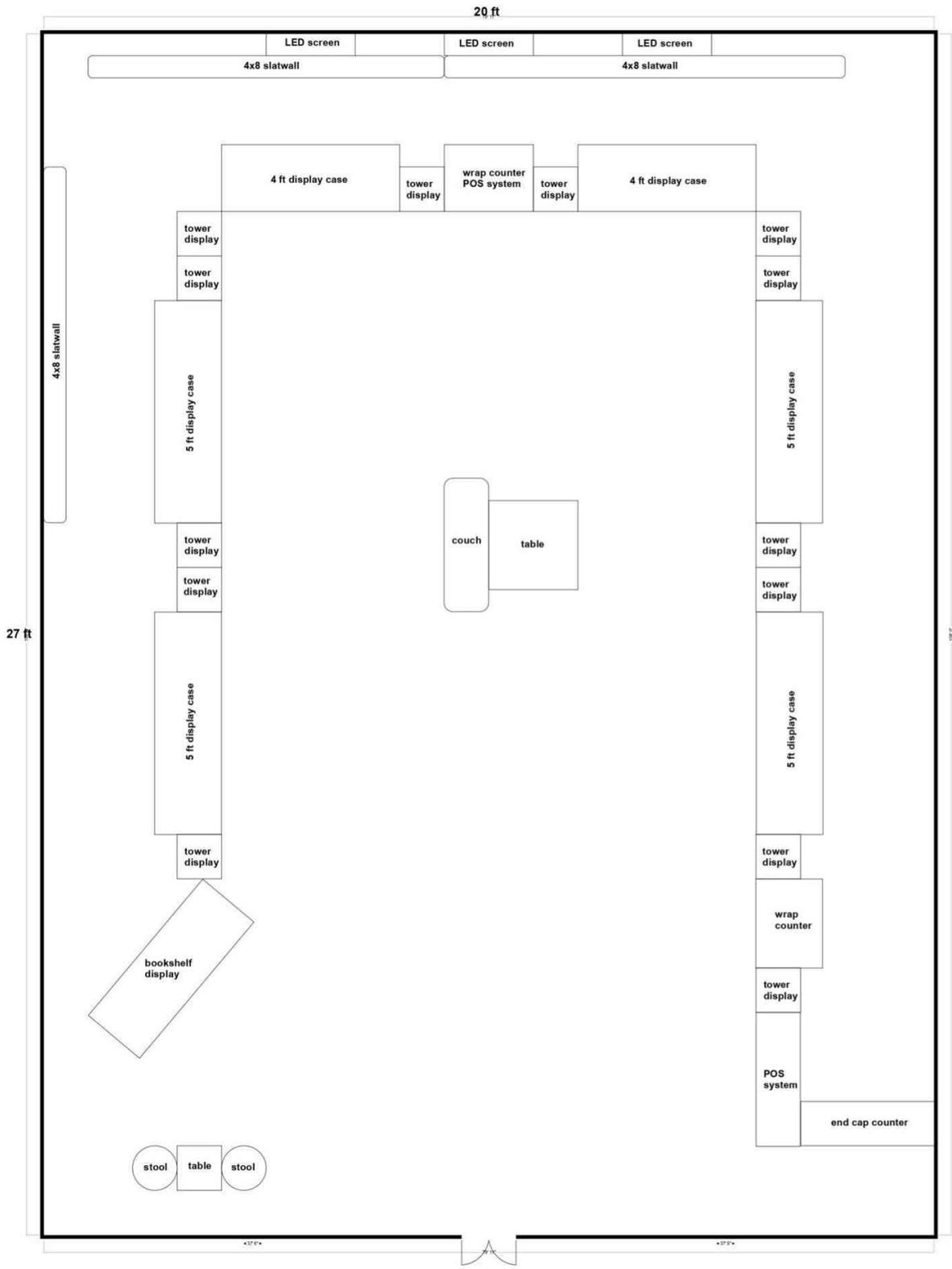


EXHIBIT A



**EXHIBIT A**

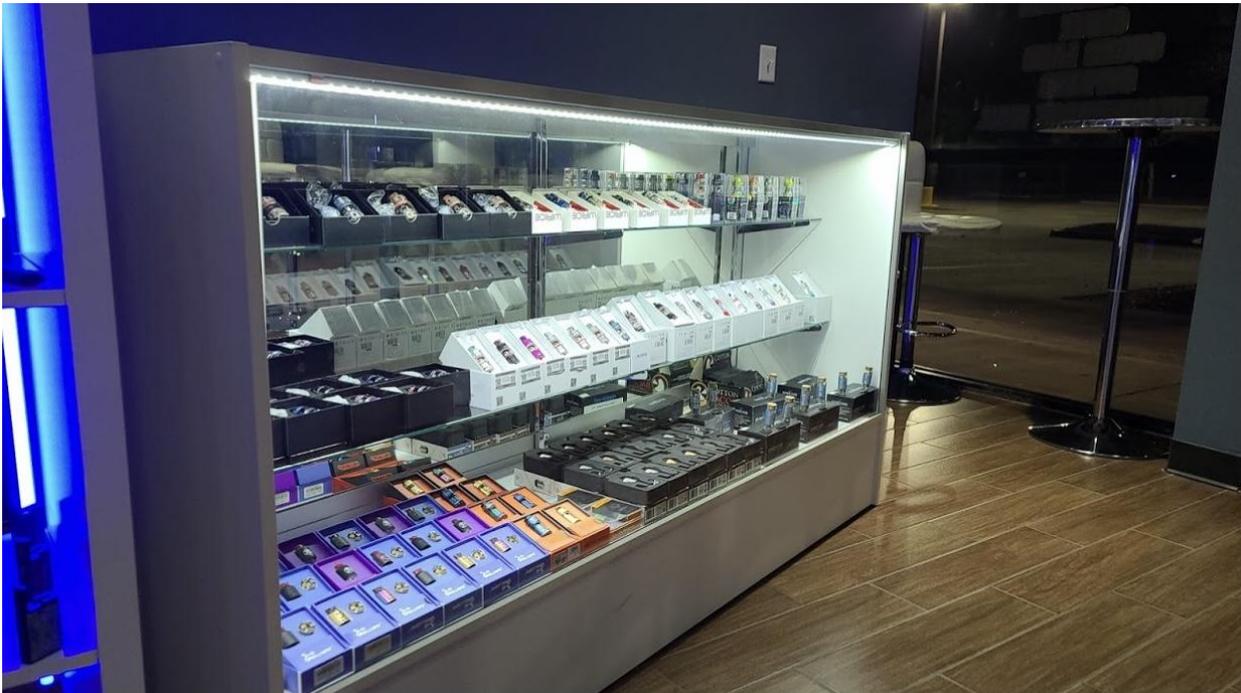


EXHIBIT A



# EXHIBIT A



EXHIBIT A



# EXHIBIT A





**Date:** 09/07/2021  
**Agenda Item #:** 7. C.  
**Department:** Finance  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Kelly Wilson, Chief Financial Officer

---

**AGENDA ITEM:**

Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1633 Approving an Amendment to the Project and Financing Plan for Tax Increment Reinvestment Zone Number Three.**

**Open Public Hearing:**

**Receive Public Comments:**

**Close Public Hearing:**

**Take Action on Ordinance 1633:**

**DESCRIPTION:**

Per the Texas Tax Code 311.011, if amending the project plan reduces or increased the geographic area of the zone, increased the amount of bonded indebtedness to be incurred, increase or decreases the percentage of a tax increment to be contributed by a taxing unit, increases the total estimated project costs, or designates additional property in the zone to be acquired by the municipality or county, the approval must be by Ordinance and adopted after a public hearing that satisfies the procedural requirements.

The Notice of the Public Hearing was published in the Denton Chronicle August 29, 2021 as required by state law.

The Town Council approved the creation of a tax increment reinvestment zone known as "Tax Increment Reinvestment Zone #3" (TIRZ #3) on October 15, 2013, that included approximately 847.26 acres. We currently know this area as the Lakefront District. This allows the Zone to develop public infrastructure and the need for economic incentives to attract development to the Zone for the purpose of long-term economic benefits include increased real property tax base for all taxing units in the Zone, increase sales and use tax for the Town and the State, and increased job opportunities for residents of the Town and the region.

The creation of the Zone requires a Project Finance Plan that outlines projects that will be

developed in the area. The TIRZ #3 Board and Council reviewed and approved the final project finance plan on April 15, 2014. Since then, the scope and development of the area has expanded and this agenda item is requesting an increase in project costs from \$60,350,000 to \$238,425,000.

TIRZ # 3 PARTICIPATION BY ENTITY		
Jurisdiction	Tax Type	Level as % of Tax Rate
Town of Little Elm	Real Property	100%
Denton County	Real Property	50%
Town of Little Elm	Sales Tax (1%)	10%
EDC - Type A	Sales Tax (0.5%)	80%
CDC - Type B	Sales Tax (0.25%)	80%

Project costs are estimated to be incurred within 10 years (120 months). The Administrative costs will be incurred annually and will continue to be collected until all project costs are reimbursed or the term of the Zone has expired. The stated term of the Zone shall be thirty (30) years and commenced on October 15, 2013, and shall continue until fiscal year ending September 30, 2043. The development in this zone is projected to be fully built out by 2024 with the current plan of development shown in the PFP Exhibit C-1. Additional new improvements are anticipated to occur within the Zone in the future and such future developments will be incorporated to the Updated Project Finance Plan as such development plans become more tangible.

TIRZ # 3 Board approved Resolution No. 0907202102T3 Amended Project and Financing Plan, September 7, 2021.

**BUDGET IMPACT:**

N/A

**RECOMMENDED ACTION:**

Staff recommends approval.

**Attachments**

Ordinance 1633

TIRZ 3 PFP

**TOWN OF LITTLE ELM, TEXAS**

**ORDINANCE NO. 1633**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING ORDINANCE NO. 1214 BY APPROVING AN AMENDMENT TO THE REINVESTMENT ZONE NUMBER THREE, TOWN OF LITTLE ELM, TEXAS, FINAL PROJECT AND FINANCING PLAN, BY INCREASING THE TIRZ # 3 PROJECT COSTS FROM \$60,350,000 TO \$238,425,000, AND RELATED CHANGES THERETO; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.**

**WHEREAS**, on September 7, 2021, the Board of Directors for Reinvestment Zone Number Three, Town of Little Elm, Texas, approved an Amendment to the Reinvestment Zone Number Three, Town of Little Elm, Texas, Final Project and Financing Plan, a copy of which is attached hereto as *Exhibit A*; and

**WHEREAS**, Section 311.011(e) of the Texas Tax Code also provides that Town Council's approval of amendments to the project plan must be by ordinance adopted after published notice and a public hearing consistent with Sections 311.003(c) and (d) of the Texas Tax Code; and

**WHEREAS**, the Town Council of the Town of Little Elm, Texas, now desires to approve the Amendment to the Reinvestment Zone Number Three, Town of Little Elm, Texas, Final Project and Financing Plan, a copy of which is attached hereto as *Exhibit A*.

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

**SECTION 1. FINDINGS.**

That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct legislative findings and are adopted as part of this Ordinance for all purposes.

**SECTION 2. AMENDMENT.**

That the Town Council of the Town of Little Elm, Texas, does hereby approve the Amended Project and Financing Plan for Tax Increment Reinvestment Zone Number Three, Town of Little Elm, Texas, a copy of which is attached hereto as *Exhibit A*, and is incorporated herein for all purposes.

**SECTION 3. SEVERABILITY CLAUSE.**

If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the

application of same to any person to set circumstances, is for any reason held to be unconstitutional, void or invalid, the validity of the remaining provisions of this Ordinance or their application to other persons or set of circumstances shall not be affected thereby, it being the intent of the Town Council in adopting this Ordinance that no portion hereof or regulations connected herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any portion hereof, and all provisions of this Ordinance are declared severable for that purpose.

**SECTION 4. REPEALER CLAUSE.**

Any provision of any prior ordinance of the Town whether codified or uncodified, which are in conflict with any provision of this Ordinance, are hereby repealed to the extent of the conflict, but all other provisions of the ordinances of the City whether codified or uncodified, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

**SECTION 5. EFFECTIVE DATE.**

This Ordinance shall take effect immediately upon its passage and it is accordingly so ordained.

**PASSED AND APPROVED** by the Town Council of the Town of Little Elm, Texas, this the 7<sup>th</sup> day of September, 2021.

\_\_\_\_\_  
Curtis J. Cornelious, Mayor

**ATTEST:**

\_\_\_\_\_  
Caitlyn Biggs, Town Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert F. Brown, Town Attorney

*Exhibit A*

Reinvestment Zone Number Three, Town of Little Elm, Texas  
Amended Project and Financing Plan

**TAX INCREMENT REINVESTMENT ZONE NO. 3**

**TOWN OF LITTLE ELM, TEXAS**

**AMENDED PROJECT PLAN  
AND  
FINANCING PLAN**

**SEPTEMBER 7, 2021**

**PREPARED BY:**

**MUNICAP, INC.**  
— PUBLIC FINANCE —

# TAX INCREMENT REINVESTMENT ZONE NO. 3

## TOWN OF LITTLE ELM, TEXAS

### AMENDED PROJECT PLAN AND FINANCING PLAN

#### TABLE OF CONTENTS

<b>1. INTRODUCTION .....</b>	<b>1</b>
<b>1.1. AUTHORITY AND PURPOSE.....</b>	<b>1</b>
<b>1.2. ELIGIBILITY REQUIREMENTS.....</b>	<b>1</b>
<b>1.3. PRELIMINARY PLAN; HEARING.....</b>	<b>2</b>
<b>1.4. CREATION OF THE ZONE .....</b>	<b>2</b>
<b>1.5. BOARD RECOMMENDATIONS.....</b>	<b>2</b>
<b>1.6. COUNCIL ACTION.....</b>	<b>3</b>
<b>1.7. SUMMARY OF RESULTS .....</b>	<b>3</b>
<b>2. ASSESSMENT AND TAX COLLECTION PROCEDURES .....</b>	<b>5</b>
<b>2.1 AUTHORITY AND PURPOSE.....</b>	<b>5</b>
<b>2.2 METHODOLOGY .....</b>	<b>5</b>
<b>2.3 APPEALS .....</b>	<b>5</b>
<b>2.4 TAXATION PROCEDURES.....</b>	<b>6</b>
<b>2.5 PENALTIES AND INTEREST .....</b>	<b>7</b>
<b>2.6 TAX SALE.....</b>	<b>7</b>
<b>2.7 TAX RATES .....</b>	<b>8</b>
<b>3. PROJECT PLAN.....</b>	<b>9</b>
<b>3.1. DESCRIPTIONS AND MAPS.....</b>	<b>9</b>
<b>3.2. PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES AND REGULATIONS .....</b>	<b>9</b>
<b>3.3. ESTIMATED NON-PROJECT COSTS.....</b>	<b>9</b>
<b>3.4. RELOCATION OF DISPLACED PERSONS .....</b>	<b>9</b>
<b>4. FINANCING PLAN .....</b>	<b>10</b>
<b>4.1. ESTIMATED PROJECT COSTS .....</b>	<b>10</b>
<b>4.2. PROPOSED PUBLIC IMPROVEMENTS .....</b>	<b>10</b>
<b>4.3. ECONOMIC FEASIBILITY.....</b>	<b>10</b>
<b>4.4. TIRZ PARTICIPATION LEVEL.....</b>	<b>12</b>
<b>4.5. ESTIMATED BONDED INDEBTEDNESS .....</b>	<b>12</b>
<b>4.6. ESTIMATED TIME FOR COSTS OR OBLIGATIONS.....</b>	<b>12</b>
<b>4.7. METHOD OF FINANCING .....</b>	<b>12</b>
<b>4.8. TOTAL APPRAISED VALUE.....</b>	<b>13</b>
<b>4.9. ESTIMATED CAPTURED APPRAISED VALUE TAXABLE BY THE TOWN .....</b>	<b>13</b>
<b>4.10. DURATION OF THE ZONE; TERMINATION.....</b>	<b>13</b>
<b>5. ASSUMPTION AND LIMITATIONS.....</b>	<b>14</b>
<b>6. LIST OF EXHIBITS.....</b>	<b>16</b>

**EXHIBIT B - METES AND BOUNDS DESCRIPTION OF THE PROPERTY**

**EXHIBIT C-1 - SUMMARY OF DEVELOPMENT AND PROJECTED ABSORPTION**

**EXHIBIT C-2 - PROJECTED ASSESSED VALUE**

**EXHIBIT C-3 - PROJECTED INCREMENTAL ASSESSED VALUE, INCREMENTAL REAL  
PROPERTY TAXES AND SALES TAX**

**EXHIBIT D - ZONING MAP AND APPROVED USES**

**EXHIBIT E-1 - LIST OF PARCELS AND CURRENT APPRAISED VALUE IN THE ZONE**

**EXHIBIT E-2 - CURRENT APPRAISED VALUE BY CATEGORY**

**EXHIBIT F - PROJECT COSTS**

**EXHIBIT G - PLANNED DEVELOPMENT**

---

---

## ***1. INTRODUCTION***

---

---

### **1.1. AUTHORITY AND PURPOSE**

The Town of Little Elm, Texas, a Texas home rule municipality (the "Town"), has the authority under Chapter 311, Texas Tax Code, as amended (the "Act") to designate a contiguous or noncontiguous geographic area within the corporate limits of the Town as a tax increment reinvestment zone to promote development or redevelopment of the area if the governing body of the Town (the "Town Council") determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the zone is feasible, and that creation of the zone is in the best interest of the Town and the property in the zone. The purpose of the zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

### **1.2. ELIGIBILITY REQUIREMENTS**

An area is eligible under the Act when designated as a tax increment reinvestment zone as it is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the Town. The Town cannot, however, designate a zone if more than 30% of the property in the proposed zone, excluding property that is publicly owned, is "used for residential purposes" (defined by the Act as follows: "... property is used for residential purposes if it is occupied by a house having fewer than five living units ...") or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds 50% of the total appraised value of taxable real property in the Town and in industrial districts created by the Town. However, pursuant to Section 311.005 (a) (4) and 311.006 (e) of the Act, such designation of a Zone is not subject to the 30% residential property restriction if "...the petition is submitted to the governing body of the municipality or county by the owners of property constituting at least 50% of the appraised value of the property in the area according to the most recent certified appraisal roll for the county in which the area is located." The Town has received a petition from the Owners representing over 50% of the Property. As a result, the Zone is not subject to the 30% proposed residential property restriction.

The Zone. By Town Council action on October 15, 2013, the Town created a tax increment reinvestment zone to be known as "Tax Increment Reinvestment Zone No. 3, Town of Little Elm" (the "Zone") that includes approximately 847.26 acres depicted on **Exhibit A** and described on **Exhibit B** (the "Property"). The Property meets the eligibility requirements of the Act. The Property is undeveloped, and due to its size, location, and physical characteristics, development will not occur solely through private investment in the foreseeable future. The Property substantially impairs and arrests the sound growth of the Town because it is predominately underdeveloped due to factors such as no public infrastructure and the need for economic incentives to attract development to the Zone for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone, increased sales and use tax for the Town and the State of Texas, and increased job

opportunities for residents of the Town and the region. If the public works, public improvements, programs, and other projects are financed as contemplated by the Final Plan (hereinafter defined), the Town envisions that the Property will be developed to take full advantage of the opportunity to bring to the Town and to all of the region quality developments.

### **1.3. PRELIMINARY PLAN; HEARING**

Before the Town adopted the ordinance designating the Zone, the Town Council prepared a preliminary reinvestment zone financing plan in accordance with the Act and, on October 15, 2013, held a public hearing on the creation of the proposed zone and its benefits to the Town and to the Property, at which public hearing interested persons spoke for and against the creation of the proposed zone, the boundaries of the proposed zone, and the concept of tax increment financing, and at which hearing the owners of the Property (collectively the "Owners") were given a reasonable opportunity to protest the inclusion of the Property in the proposed zone. The requirement of the Act for a preliminary reinvestment zone financing plan was satisfied by the preliminary plan dated October 15, 2013 (the "Preliminary Plan"), the purpose of which was to describe, in general terms, the public works, public improvements, programs, and other projects that will be undertaken and financed by the Zone. A description of how such public works, improvements, programs, and projects are to be undertaken and financed will be determined by the Final Plan and by the Development Agreement (both hereinafter defined), which require approval by the Board (hereinafter defined) and by the Town Council.

### **1.4. CREATION OF THE ZONE**

Subsequent to the above-referenced public hearing, the Town Council adopted Ordinance No. 1175 on October 15, 2013 (the "Creation Ordinance") in accordance with the Act creating the Zone after the Town Council found that development or redevelopment of the Property would not occur solely through private investment in the reasonably foreseeable future, that the Zone is feasible, and that creation of the Zone is in the best interest of the Town and the Property. The ordinance creating the Zone appointed a Board of Directors for the Zone initially consisting of seven (7) members (the "Board").

### **1.5. BOARD RECOMMENDATIONS**

Upon the creation of the Zone, the Board, during its October 15, 2013, meeting, reviewed the Preliminary Plan and approved and recommended to the Town Council: (a) to approve the *Preliminary Plan*, and (b) to authorize preparation of a *Final Project and Finance Plan for Tax Increment Reinvestment Zone No. 3, Town of Little Elm* (the "Final Plan") pursuant to which the Town will contribute a portion of the ad valorem tax increment (the "Tax Increment") attributable to new development in the Zone into a tax increment fund created by the Town and segregated from all other funds of the Town (the "TIRZ Fund") to the costs of public works, public improvements, programs, and other projects benefiting the Zone into the TIRZ Fund to pay such costs.

The Board, during its April 15, 2014, meeting, reviewed the Final Plan and approved and recommended to the Town Council to approve the *Final Plan*.

The Board, during its September 7, 2021, meeting, reviewed an amended *Project and Finance Plan for Tax Increment Reinvestment Zone No. 3, Town of Little Elm* (the "2021 Amended Final Plan") and approved and recommended to the Town Council to approve the *2021 Updated final Preliminary Plan* to incorporate updated estimates of the costs of public works, public improvements, programs, and other projects benefiting the Zone.

## 1.6. COUNCIL ACTION

The Town Council, taking into consideration the recommendations of the Board, considered and approved the 2021 Updated Final Plan on September 7, 2021.

## 1.7. SUMMARY OF RESULTS

As real property taxes are generated on an ad valorem basis from assessed values, it is first necessary to estimate the future assessed value resulting from the Zone. This plan provides assessed value information based on the following:

- Property values are assumed to grow at a rate of 3.0% per year for the duration of the Zone;
- The TIRZ is anticipated to include approximately 847.26 acres comprising the Property;
- The Town has committed to each use **100%** of the incremental revenues generated from real property in the Zone;
- Denton County (the "County") has committed to each use **50%** of the incremental revenues generated from real property in the Zone for the payment of the Project Costs except for park improvements;
- The Town has committed to each use **10%** of the Town's 1% sales tax generated from the real property in the Zone;
- The Little Elm Economic Development Corporation (EDC) has committed to each use **80%** of the EDC's 0.5% sales tax generated within the Zone; and
- The Little Elm Community Development Corporation (CDC) has committed to each use **80%** of the CDC's 0.25% sales tax generated within the Zone.

In summary, the TIRZ financing analysis indicates that, assuming 3.0% percent annual inflation through 2043 (and after completion of all phases), the Zone is estimated to have an incremental value of \$172,437,746.

Table 1-A below provides the projected total and incremental assessed value for the Zone in 2025. Refer to **Exhibit C**, attached hereto, for more information on the projected incremental value for each year.

**Table 1-A**  
**Projected Assessed Values – at Buildout**

<b>Year</b>	<b>Projected Value</b>	<b>Base Value<sup>(a)</sup></b>	<b>Incremental Value</b>
2024	\$172,437,746	\$33,542,713	\$138,895,033

<sup>(a)</sup> The base value of \$33,542,713 represents the allocable share of the 2013 taxable assessed value shown in DCAD records allocated based on the proportional acreage of the applicable parcels within the Zone.

The assessed values displayed in Table 1-A above are the basis for estimating incremental real property taxes. The projected incremental taxes are shown in Table 1-B below. The Property is anticipated to be fully built out by 2024 with the current plan of development shown in **Exhibit C-1**, and such fully built-out values are anticipated to be reflected in the 2025 property appraisal and the related incremental taxes will become fully available on taxes dues as of January 31, 2026. Additional new improvements are anticipated to occur within the Zone in the future and such future developments will be incorporated to the Updated Final Plan as such development plans become more tangible. Table 1-B illustrates the projected assessed value for taxes due as of January 31, 2025, assuming one percent (3.0%) inflation.

**Table 1-B**  
**Projected Incremental Tax Revenue**

<b>Jurisdiction</b>	<b>Total Projected Incremental Tax Revenue as of 2025</b>
Town of Little Elm	\$894,412
Denton County	\$161,872
Town of Little Elm – Sales Tax	\$35,432
EDC – Sales Tax	\$141,730
CDC – Sales Tax	\$70,865

Refer to **Exhibit C** for projected tax increment revenues for each year.

*(the remainder of this page is intentionally left blank)*

---

---

## **2. ASSESSMENT AND TAX COLLECTION PROCEDURES**

---

---

### **2.1 AUTHORITY AND PURPOSE**

Pursuant to Texas Tax Code, all taxable property is appraised at its market value as of January 1 of each year. Each county in Texas is served by an appraisal district, which determines the value of all that county's taxable property. Generally, local governments that collect property taxes, such as counties, cities and school districts, are members of the appraisal district.

### **2.2 METHODOLOGY**

Each county appraisal district determines the value of all taxable property within the county boundaries. Tax Code Section 25.18 requires appraisal districts to reappraise all property in its jurisdiction at least once every three years. Tax Code Section 23.01 requires that appraisal districts comply with the Uniform Standards of Professional Appraisal Practice if mass appraisal is used and that the same appraisal methods and techniques be used in appraising the same or similar kinds of property. Individual characteristics that affect the property's market value must be evaluated in determining the property's market value.

Before appraisals begin, the appraisal district compiles a list of taxable property. The list contains a description and the name and address of the owner for each property. In a mass appraisal, the appraisal district then classifies properties according to a variety of factors, such as size, use and construction type. Using data from recent property sales, the appraisal district appraises the value of typical properties in each class. Taking into account differences such as age or location, the appraisal district uses typical property values to appraise all the properties in each class.

With few exceptions, Tax Code Section 23.01 requires taxable property to be appraised at market value as of January 1. Market value is the price at which a property would transfer for cash or its equivalent under prevailing market conditions if:

- it is exposed for sale in the open market with a reasonable time for the seller to find a purchaser;
- both the seller and the purchaser know of all the uses and purposes to which the property is adapted and for which it is capable of being used and of the enforceable restrictions on its use; and
- both the seller and purchaser seek to maximize their gains and neither is in a position to take advantage of the exigencies of the other.

*Source: <https://comptroller.texas.gov/taxes/property-tax/valuing-property.php>*

### **2.3 APPEALS**

According to the Denton County Appraisal District (“DCAD”), property owners may utilize the DCAD appeal procedures if they have a concern about:

- the market or appraised value of the property;
- unequal appraisal of the property compared to other properties;
- the inclusion of the property on the appraisal roll;
- any exemptions that may apply to the property owner;
- the qualification for an agricultural or timber appraisal;
- the taxable status of the property;
- the local governments which should be taxing the property;
- the ownership of property;
- a change of use of land receiving special appraisal; and/or
- any action taken by the chief appraiser, DCAD or Appraisal Review Board (“ARB”) that applies to and adversely affects the property.

If property owners cannot resolve their concern informally with the DCAD staff, they may have their cases heard by the ARB. The ARB is an independent board of citizens that review problems with appraisals or other concerns listed above. It has the power to order the DCAD to make the necessary changes to solve problems. If a property owner files a written request for an ARB hearing (called a notice of protest) on or before May 31 (or 30 days after the notice of appraised value was mailed to the property owner, whichever is later), the ARB will set the case for a hearing. The property owner will receive written notice of the time, date, and place of the hearing. After it decides the case, the ARB must send them a copy of its order by certified mail. If the property owner is not satisfied with the decision, it has the right to appeal. If it chooses to go to court, the property owner must start the process by filing a petition within 60 days of the date it receives the ARB’s order. In certain cases, as an alternative to filing an appeal in district court, the property owner may file not later than the 45<sup>th</sup> day after it receives notice of the ARB order a request for binding arbitration with the DCAD. In certain cases, originating in certain counties, as an alternative to filing an appeal in district court, the property owner may appeal to the State Office of Administrative Hearings (SOAH). An appeal to SOAH is initiated by not later than the 30<sup>th</sup> day after the property owner receives notice of the ARB’s order by filing with the chief appraiser of the DCAD a notice of appeal.

## **2.4 TAXATION PROCEDURES**

The assessment and property tax process for each tax year includes the steps shown in Table 2-A on the following page.

**Table 2-A**  
**Property Tax Timeline**

Date(s)	Event
January 1	CADs are required to appraise property on this date. A lien attaches to each taxable property to ensure property tax payment.
January 1 - April 30	CAD completes appraisals and processes applications for exemptions.
April - May	Appraisal districts send notices of appraised value.
May 1	Appraisal review board begins hearing protests from property owners.
July 1	Local taxing units may impose additional penalties for legal costs related to collecting unpaid taxes.
August - September	Local taxing units adopt tax rates.
October 1	Local taxing units (or county tax assessor-collector, acting on their behalf) begin sending tax bills to property owners.
January 1	Taxes due to local taxing units (or county tax assessor-collector, if acting on their behalf).
February 1	Local taxing units begin charging penalty and interest for unpaid tax bills.

## 2.5 PENALTIES AND INTEREST

According to the Texas Comptroller, if taxes are not paid by January 31<sup>st</sup>, penalties and interest will accrue are shown in Table 2-B.

**Table 2-B**  
**Penalties and Interest**

If Tax Paid In:	Penalty	Interest	Total
February	6%	+	1% = 7%
March	7%	+	2% = 9%
April	8%	+	3% = 11%
May	9%	+	4% = 13%
June	10%	+	5% = 15%
July	12%	+	6% = 18%

Penalties reach a maximum of 12% and interest of 1% is added each month after the due date. All real property accounts not paid in full by June 30th of the year in which they become delinquent will be referred to the delinquent tax attorney for enforced collection and will incur an additional penalty equal to 15% - 20% of the total taxes, penalties, and interest due.

## 2.6 TAX SALE

According to the Denton County Tax Collector's website, tax sales are held once orders of sale are issued from the district courts in reference to tax judgments for delinquent taxes. Real property being sold as a result of a foreclosure to satisfy delinquent taxes is required by Texas law to be sold on the first Tuesday of the month. All counties have sales on the same day.

## 2.7 TAX RATES

Tax rates are set on an annual basis by the Town. For fiscal year 2021, the proposed real property tax rate in the Town is \$0.643948 per \$100 of assessed value.

The Town tax rates have fluctuated in past years. It is likely that the tax rate will continue to change overtime; for purposes of this study, however, it is assumed that the tax rate will remain at its current level in future years.

Table 2-C below provides the historical tax rates of the Town and County from fiscal years 2014 to 2021.

**Table 2-C**  
**Historical Tax Rates 2015-2020**

<b>Fiscal Year</b>	<b>Town Tax Rate Per \$100 Assessed Value (Total)</b>	<b>County Tax Rate Per \$100 Assessed Value (Total)</b>
2014-15	\$0.664970	\$0.272200
2015-16	\$0.661687	\$0.262000
2016-17	\$0.661687	\$0.248409
2017-18	\$0.657671	\$0.237812
2018-19	\$0.649900	\$0.225574
2019-20	\$0.649900	\$0.225278
2020-21	\$0.649702	\$0.224985
2021-22 (proposed)	\$0.643948	\$0.233086

Source: DCAD

*(the remainder of this page is intentionally left blank)*

---

---

### **3. PROJECT PLAN**

---

---

#### **3.1. DESCRIPTIONS AND MAPS**

Existing Uses and Conditions. The Property in the Zone is contiguous and is currently located within the Town's corporate limits. The Property is comprised of approximately 847 acres inclusive of property zoned as residential and commercial and more fully described in the Town of Little Elm Planned Development No. (the “Planned Development”) attached hereto as **Exhibit G** that is applicable to a portion of the Property.

The Property is undeveloped, and there is limited public infrastructure to support development. Development will require public infrastructure that: (1) the Town cannot provide; and (2) will not be provided solely through private investment in the foreseeable future. A map of the Property and the Zone are shown on **Exhibit A**.

Proposed Uses. The Property is zoned consistent with the Planned Development, and the uses permitted by applicable zoning and Planned Development including such as residential (including multifamily), mixed-use, commercial and restaurant. A map of the Property is shown on **Exhibit A** and description of the current proposed uses within the Property are shown on **Exhibit C-1**, **Exhibit D** and **Exhibit G**.

Metes and Bounds Description. Metes and bounds descriptions of the various tracts that comprise the Property are provided on **Exhibit B**. The list of Parcels in the Zone is shown in **Exhibit E**.

#### **3.2. PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES AND REGULATIONS**

Development of the Property will involve only those changes established by the Town pursuant to the applicable Zoning Ordinances.

#### **3.3. ESTIMATED NON-PROJECT COSTS**

Non-project costs are funds that will be spent to develop in the Zone but will not be financed by the Zone. There are significant Non-Project Costs which is estimated at approximately \$169,000,000 for the total property within the Zone.

#### **3.4. RELOCATION OF DISPLACED PERSONS**

No persons will be displaced or relocated due to the creation of the Zone or implementation of the Final Plan.

*(the remainder of this page is intentionally left blank)*

---

---

## 4. FINANCING PLAN

---

---

### 4.1. ESTIMATED PROJECT COSTS

The total project costs of the Zone (the "Project Costs") include the Administrative Costs defined below and the costs of the initial Public Improvements (as defined herein) as well as related interest expense are estimated to be approximately \$238,425,000 as set forth in **Exhibit F**. The Project Costs for administration of the Zone shall be the actual, direct costs paid or incurred by or on behalf of the Town to administer of the Zone (the "Administrative Costs"). The Administrative Costs include the costs of professional services, including those for planning, engineering, and legal services paid by or on behalf of the Town. The Administrative Costs also include organizational costs, including the costs of conducting studies, the cost of publicizing the creation of the Zone, and the cost of implementing the project plan for the Zone paid by or on behalf of the Town. The Administrative Costs shall be paid each year from the TIRZ Fund (hereinafter defined) before any other Project Costs are paid.

### 4.2. PROPOSED PUBLIC IMPROVEMENTS

Categories of Public Improvements. The categories of public works and public improvements (the "Public Improvements") that are proposed to be financed within the Zone include, but not limited to property acquisition and improvements, storm sewer improvements, parks, trails, landscaping, irrigation, street lighting improvements, event center, recreation centers, parking lots, Cove improvements, charging stations as shown in **Exhibit F**. All Public Improvements shall be designed and constructed in accordance with the applicable Town standards and shall be reviewed, inspected, approved, and accepted by the Town. At the discretion of the Town, some of the Public Improvements that are to be financed with the TIRZ Increments may be owned by the Town or other entities as may be determined by the Town from time to time.

Locations of Public Improvements. The estimated locations of the proposed Public Improvements to be constructed within the Zone, as further described in the Service and Assessment Plan for the PID. These locations are provided for informational purposes only and may be revised by Town Staff without amending the Final Plan.

### 4.3. ECONOMIC FEASIBILITY

The future development is mainly proposed to be developed on vacant land and redevelopment of existing structures. As shown in **Exhibit E**, the current aggregate taxable assessed value of the property in the development based on the proportional acreage of the applicable parcels is \$93,249,808 (shown as assessed value in the DCAD records and Exhibit E). The development is projected to be fully built out by 2024 based on the preliminary absorption estimated by the Town.

For purposes of this Plan, economic feasibility has been evaluated over the term of the Zone based on the projected taxable value growth as shown in the projected absorption, projected incremental assessed values and projected incremental taxes shown in **Exhibit C**. This evaluation focuses only on 'direct' financial benefits (i.e., projected tax revenues from new development in the Zone) of

the Public Improvements to be constructed within the Zone and does not take into consideration the potential ‘multiplier effect’ of this development towards new development outside the Zone and the non-property tax revenue-related benefits like job creation to the properties within and outside of the Zone. The new proposed development would be difficult to undertake without the Public Improvements required to be constructed within the Zone. The total projected value of the new development at build-out as of 2025 is \$172,437,746 with an incremental value of \$138,895,033. The development is projected to generate approximately \$1,304,312 in annual projected incremental real property taxes at build-out and approximately \$39,394,403 during the anticipated term of the Zone as shown in Table 4-A below.

**Table 4-A**  
**Projected Incremental Tax Revenue - Town**

<b>Jurisdiction</b>	<b>Total Projected Incremental Appraised Value at Buildout as of January 1, 2025</b>	<b>Total Projected Annual Incremental Tax Revenue at Build-Out (Due by January 1, 2025)</b>	<b>Total Projected Incremental Tax Revenue during the Term of the TIRZ</b>
Town of Little Elm	\$138,895,033	\$894,412	\$28,222,350
Denton County	\$138,895,033	\$161,872	\$5,101,084
Town Sales Tax (1%)		\$35,432	\$867,281
EDC Sales Tax (0.5%)		\$141,730	\$3,469,125
EDC Sales Tax (0.25%)		\$70,865	\$1,734,563
<b>Total</b>		<b>\$1,304,312</b>	<b>\$39,394,403</b>

0% of the new tax revenue generated from the new development within the Zone will be retained by the Town. The remaining 100% of the new tax revenue generated by the new development within the Zone will be available to pay for Project Costs until the earlier of (i) The TIRZ Project Costs are fully paid, or (ii) the term of the Zone expires in 2043. Upon expiration or termination of the Zone, 100% of all tax revenue generated within the Zone will be retained by the Town.

These projections assume 3.0% annual property value inflation factor. As shown in **Exhibit C-3**, the TIRZ is anticipated to generate \$28,222,350 in excess Town incremental real property taxes during the anticipated term of the Zone towards the payment of the TIRZ Project Costs, demonstrating economic feasibility of the proposed TIRZ structure.

50% of the new tax revenue generated from the new development within the Zone will be retained by the County. The remaining 50% of the new tax revenue generated by the new development within the Zone will be available to pay for Project Costs except for park improvements until the earlier of (i) The TIRZ Project Costs are fully paid, or (ii) the term of the Zone expires in 2043. Upon expiration or termination of the Zone, 100% of all tax revenue generated within the Zone will be retained by the County.

These projections assume 3.0% annual property value inflation factor. As shown in **Exhibit C-3**, the TIRZ is anticipated to generate \$5,101,084 in excess County incremental real property taxes during the anticipated term of the Zone towards the payment of the TIRZ Project Costs, demonstrating economic feasibility of the proposed TIRZ structure.

#### 4.4. TIRZ PARTICIPATION LEVEL

For properties within the TIRZ, 100% of the total Town incremental real property tax revenue, 50% of the County incremental real property tax revenue, 10% of the Town’s 1% sales tax revenue, 80% of the EDC’s 0.5% sales tax revenue, and 80% of the CDC’s 0.25% sales tax revenue will be pledged to the TIRZ Fund as shown in Table 4-C below.

**Table 4-C**  
**TIRZ Participation by Entity**

<b>Jurisdiction</b>	<b>Tax Type</b>	<b>TIRZ Participation level as % of Tax Rate</b>
Town of Little Elm	Real Property	100%
Denton County	Real Property	50%
Town of Little Elm	Sales Tax (1%)	10%
EDC - Type A	Sales Tax (0.5%)	80%
CDC - Type B	Sales Tax (0.25%)	80%

#### 4.5. ESTIMATED BONDED INDEBTEDNESS

There are no bonds anticipated to be issued for the TIRZ.

#### 4.6. ESTIMATED TIME FOR COSTS OR OBLIGATIONS

The Project Costs are estimated to be incurred within 10 years (120 months). The Administrative Costs will be incurred annually and will continue to be collected until all Project Costs are reimbursed or the term of the Zone has expired.

#### 4.7. METHOD OF FINANCING

The Town, in the future, will pay (using the TIRZ funds) the Project Costs as annual TIRZ contributions paid to the Developer. The Final Plan shall obligate the Town to pay from the TIRZ Fund annual TIRZ contributions related to the Project Costs, which shall be reviewed and approved by the Town. Funds deposited into the TIRZ Fund shall always first be applied to pay the Administrative Costs. After the Administrative Costs have been paid, funds in the TIRZ Fund shall next be used to pay or reimburse the Project Costs. All payments of Project Costs shall be made solely from the TIRZ Fund and from no other funds of the Town unless otherwise approved by the respective governing body, and the TIRZ Fund shall only be used to pay the Project Costs. The Final Plan shall obligate the Town to deposit into the TIRZ Fund each year for the duration of the Zone a portion of the Tax Increment calculated as a millage rate per \$100 of captured appraised value in the Zone that equals the respective tax rate for properties in the Zone shown in Table 4-C above for years 2014 through 2043 (1-30).

#### **4.8. TOTAL APPRAISED VALUE**

The base year (2013) total taxable assessed value of taxable real property in the Zone was \$33,542,713.

The current (2021) total taxable assessed value of taxable real property in the Zone was \$93,249,808.

It is estimated that upon expiration of the term of the Zone, the total appraised value of taxable real property in the Zone is estimated to be \$302,370,631.

#### **4.9. ESTIMATED CAPTURED APPRAISED VALUE TAXABLE BY THE TOWN**

The captured appraised value of the Property taxable by the Town for a year is the total taxable value of the Property for that year less the tax increment base of the Property. The tax increment base of the Property is the total taxable value of the Property for the year in which the Zone was designated.

#### **4.10. DURATION OF THE ZONE; TERMINATION**

The stated term of the Zone shall be thirty (30) years and commenced on October 15, 2013, and shall continue until fiscal year ending September 30, 2043, unless otherwise terminated in accordance with this section and Section 4.3 above. The Town shall have the right to terminate the Zone prior to the expiration of its stated term if all of the Project Costs have been paid. If upon expiration of the stated term of the Zone, Project Costs have not been paid, the Town has no obligation to pay the shortfall. The provisions of this section shall be included in the ordinance that creates the Zone. Nothing in this section is intended to prevent the Town from extending the term of the Zone in accordance with the Act.

*(the remainder of this page is intentionally left blank)*

---

---

## ***5. ASSUMPTION AND LIMITATIONS***

---

---

The valuation of property for real property tax purposes is determined by the DCAD. This plan attempts to estimate how the DCAD may estimate the value of the subject properties in the future. The values estimated by the DCAD will almost certainly differ from the estimates included in this report. Values can change significantly over time, and these changes can be significantly higher or lower than values in previous years. Determining property values for tax purposes is not as straight forward or as simple as the analysis in this report. Many factors not considered in this report may impact actual future values. Furthermore, property values are not likely to be consistent from year to year.

The DCAD often relies on market data to estimate the value of property. Property values can be appealed, competition can be greater, national or local market conditions can change; in short, there are many factors that can affect the valuation of property. These factors make the projection of future values an imprecise exercise. The successful development of the subject properties is critical to the values estimated in the report.

This report has assumed property taxes are paid as due. This report does not include an analysis to determine if the owners of property within the Zone will be able or willing to pay property taxes or if the tax collector will be able to collect unpaid taxes. The actual delinquencies in the payment of real property taxes in the Zone will likely be different than assumed in this report and a significant increase in the failure to pay property taxes would materially affect the tax increment revenues available for the payment of Project Costs.

This report estimates future tax increment revenues based on current real property tax rates. Scenarios do not assume real property tax rates in the future will be different than tax rates for fiscal year 2020 as shown in Table 2-D. Real property tax rates have varied over the years and have declined over the years. Real property tax rates will likely vary significantly in future years and be different than assumed in this report and a significant decrease in real property tax rates could materially affect the tax increment revenues available for the payment of Project Costs.

This report includes projections of tax increment revenues based on zero percent annual appreciation for real property. Changes in values will not be consistent from year to year. Future values are estimated based on values in 2020. Values in any future year may be less than values in 2020.

This report assumes that the subject properties will be developed as projected in this report. A delay in the development of properties or changes to the program of development would reduce tax increment revenues during the years of the delay and could result in there being inadequate tax increment revenues to pay the Project Costs. No analysis has been conducted to determine if the subject properties are likely to be developed as projected.

Numerous sources of information were relied on in the preparation of this report. These sources are believed to be reliable; however, no effort has been made to verify information obtained from other sources.

In summary, this report necessarily incorporates numerous estimates and assumptions with respect to property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions will inevitably not materialize, and unanticipated events and circumstance will occur. As a result, actual results will vary from the estimates in this report and the variations may be material.

Other assumptions made in the preparation of this report and limiting conditions to this report are as follows:

1. There are no zoning, building, safety, environmental or other federal, state, or local laws, regulations, or codes that would prohibit or impair the development, marketing or operation of the subject properties in the manner contemplated in this report, and the subject properties will be developed, marketed and operated in compliance with all applicable laws, regulations, and codes.
2. No material changes will occur in (a) any federal, state or local law, regulation or code affecting the subject properties or (b) any federal, state or local grant, financing or other program to be utilized in connection with the subject properties.
3. The local, national and international economies will not deteriorate and there will be no significant changes in interest rates or in rates of inflation or deflation.
4. The subject properties will be served by adequate transportation, utilities and governmental facilities.
5. The subject properties will not be subjected to any war, energy crises, embargo, strike, earthquake, flood, fire or other casualty or act of God.
6. The subject properties will be developed, marketed, and operated in a highly professional manner.
7. There are no existing, impending or threatened litigation that could hinder the development, marketing, or operation of the subject properties.
8. MuniCap, Inc. does not have expertise in and has no responsibility for legal, environmental, architectural, geologic, engineering, and other matters related to the development and operation of the subject properties.

---

---

## ***6. LIST OF EXHIBITS***

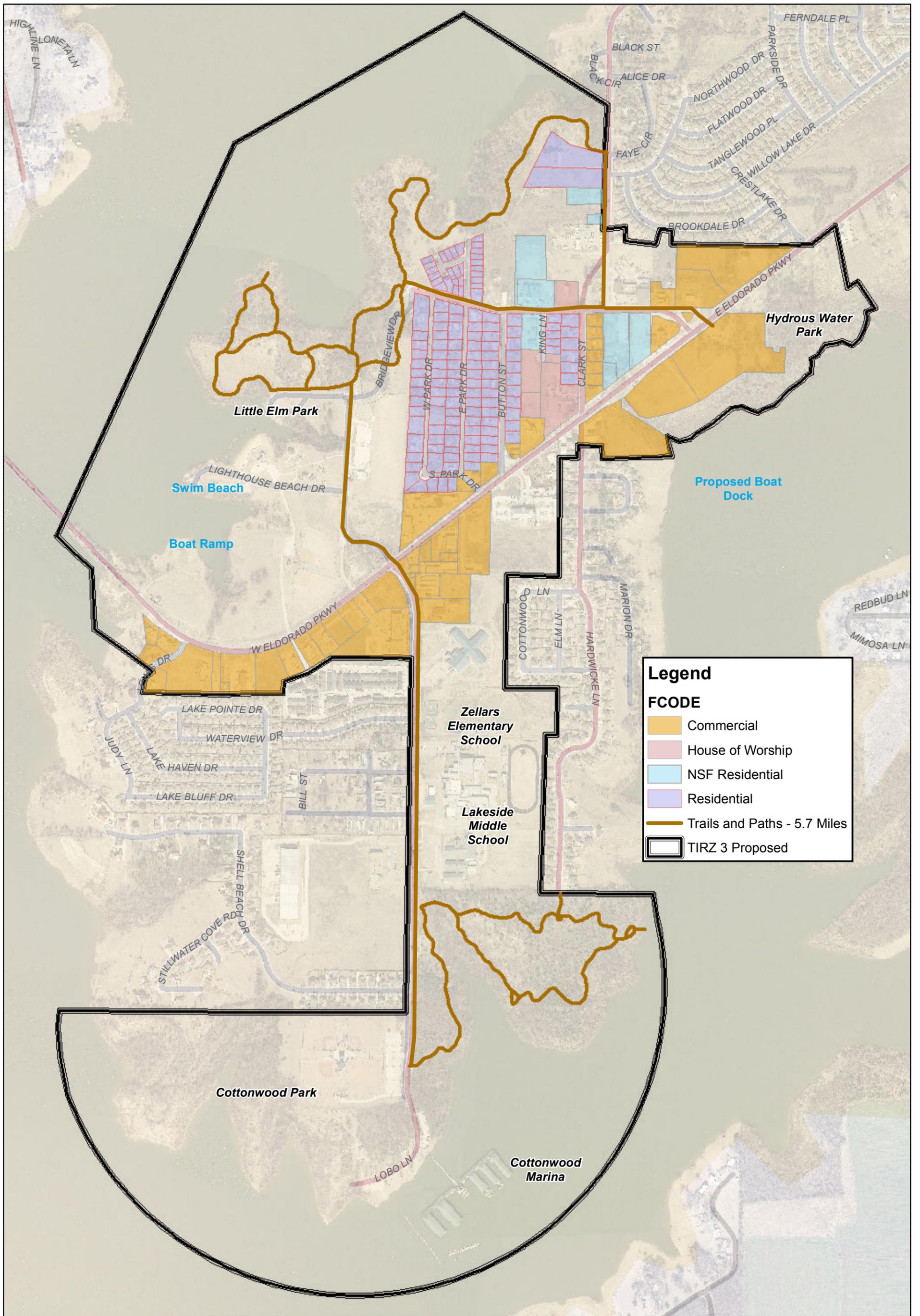
---

---

Unless otherwise stated, all references to "Exhibits" contained in this Preliminary Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Preliminary Plan for all purposes.

Exhibit A	Map of the Property and TIRZ Zone
Exhibit B	Metes and Bounds Description of Property in the Zone
Exhibit C-1	Summary of Development and Projected Absorption
Exhibit C-2	Projected Assessed Value
Exhibit C-3	Projected Incremental Assessed Values and Incremental Real Property Taxes
Exhibit D	Zoning Map and Approved Uses
Exhibit E-1	List of Parcels and Current Appraised Value in the Zone
Exhibit E-2	Current Appraised Value by Category
Exhibit F-1	Project Costs
Exhibit F-2	Project Description and Projected Funding Sources
Exhibit I	Planned Development

**EXHIBIT A**  
**MAP OF THE PROPERTY AND TIRZ ZONE**



**Legend**

**FCODE**

- Commercial
- House of Worship
- NSF Residential
- Residential
- Trails and Paths - 5.7 Miles
- TIRZ 3 Proposed



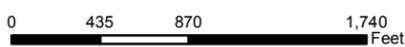
# LITTLE ELM LAKEFRONT DISTRICT

**Town of Little Elm**  
**Denton County, Texas**  
**Date: 9/25/2013**



This map is the property of the Town of Little Elm, and is not to be reproduced by any means, mechanical or digital, without written consent of the Town.

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



**EXHIBIT B**  
**METES AND BOUNDS DESCRIPTION OF THE PROPERTY**

## **BOUNDARY DESCRIPTION**

### **LAKEFRONT TIRZ 847.260 ACRES**

**BEING** all that certain lot, tract, or parcel of land situated in the D. Cule Survey Abstract Number 226 and in the R. Hensworth Survey Abstract Number 577 and in the M. Jones Survey Abstract Number 667 and in the J. King Survey Abstract Number 718 and in the J. King Survey Abstract Number 693 and in the J. King Survey Abstract Number 706 and in the B. Grace Survey Abstract Number 472 and in the E. Grace Survey Abstract Number 470 and in the R. Eastman Survey Abstract Number 407 and in the S. Sparks Survey Abstract Number 1143 and in the H. Brashear Survey Abstract Number 1634 and in the J. Sprouse Survey Abstract Number 1212 in the Town of Little Elm, Denton County, Texas, and being more particularly described as follows:

**BEGINNING** at a point for corner in the south line of Eldorado Parkway, a public roadway having a variable width right-of-way, said point being the northwest corner of the remnant of Lot 8 of Jim Elbert Subdivision, Section 4, an addition to the Town of Little Elm, Denton County, Texas according to the plat thereof recorded in Volume 2, Page 180, Plat Records, Denton County, Texas;

**THENCE** S 12° 38' 36" E, 495.86 feet with the west line of said Lot 8 to a point for corner, said point being the southwest corner of said Lot 8;

**THENCE** N 58° 25' 45" E, 101.00 feet the south line of said Lot 8 to a point for corner, said point being the southwest corner of lot 7 of said Jim Elbert Subdivision Section 4;

**THENCE** N 32° 06' 05" E, 284.65 feet to a point for corner in Lake Lewisville;

**THENCE** S 30° 41' 58" W, 374.47 feet with said Lake to a point for corner;

**THENCE** S 54° 05' 32" W, 983.64 feet with said Lake to a point for corner;

**THENCE** S 61° 18' 32" W, 831.29 feet with said Lake to a point for corner;

**THENCE** S 89° 46' 29" W, 595.64 feet with said Lake to an iron rod found for corner, said point being the southeast corner of Lot 11, Block H of Little Elm Townsites, First Section an addition to the Town of Little Elm, Denton County, Texas according to the plat thereof recorded in Plat Records, Denton County, Texas;

**THENCE** N 00° 05' 57" W, 100.14 feet with the east line of said Lot 11, Block H to an iron rod found for corner, said point being the southeast corner of Lot 12 in said Block H;

**THENCE** S 89° 46' 29" W, 210.00 feet with the south line of said Lot 12, Block H to a point for corner in the west line of Hardwicke Lane, a public roadway;

**THENCE** S 00° 05' 57" E, 100.14 feet with said west line of said Hardwicke Lane to a point for corner;

**THENCE** S 89° 46' 29" W, 150.00 feet to a point for corner, said point being the southwest corner of Lot 11 in Block G of said Little Elm Townsites;

**THENCE** S 00° 10' 14" E, 998.77 feet with the west line of said Block G to an iron rod found for corner;

**THENCE** S 89° 44' 39" W, 447.23 feet to a point for corner, said point being the northwest corner of Lot 7, Block A of Cottonwood Point Section One, an addition to the Town of Little Elm, Denton County, Texas according to the plat thereof recorded in Cabinet P, Page 369, Plat Records, Denton County, Texas;

**THENCE** S 00° 16' 42" E, 967.50 feet with the west line of said Block A of said Cottonwood Point Section One to a point for corner;

**THENCE** N 89° 17' 13" E, 446.93 feet with the south line of said Block A to a point for corner in the west line of Block C of Cottonwood Point Sections Two and Three, an addition to the Town of Little Elm, Denton County, Texas according to the plat thereof recorded in Cabinet T, Page 42, Plat Records, Denton County, Texas, said point being the southeast corner of Lot 21 in said Block A of said Cottonwood Point, Section One;

**THENCE** S 00° 54' 39" E, 338.87 feet with said west line of said Block C to an iron rod found for corner;

**THENCE** S 03° 29' 59" W, 61.83 feet with said west line of said Block C to an iron rod found for corner;

**THENCE** S 89° 34' 21" W, 98.83 feet with said west line of said Block C to an iron rod found for corner;

**THENCE** S 00° 55' 32" W, 1343.78 feet with said west line of said Block C to an iron rod found for corner;

**THENCE** N 88° 36' 22" E, 988.05 feet to a point for corner in said Lake Lewisville;

**THENCE** along the arc of a curve to the right having a central angle of 197° 44' 41" a radius of 2640.00 feet, an arc length of 9111.42 feet, whose chord bears S 78° 11' 53" W, 5216.82 feet with said Lake Lewisville to a point for corner;

**THENCE** N 89° 50' 40" E, 2983.12 feet with the south line of Shell Beach, an addition to the Town of little Elm, Denton County, Texas according to the plat thereof recorded in Cabinet O, Page 2234, Plat Records, Denton County, Texas, to a United States Army Corps of Engineers monument found for corner in the west line of Lobo Lane, a public roadway;

**THENCE** N 00° 16' 37" W, 3027.73 feet with said west line of said Lobo Lane to a point for corner;

**THENCE** S 89° 39' 41" W, 687.71 feet to a point for corner;

**THENCE** along the arc of a curve to the right having a central angle of 20° 00' 02", a radius of 1259.94 feet, an arc length of 439.82 feet, whose chord bears S 61° 42' 40" W, 437.59 feet to a point for corner;

**THENCE** S 00° 10' 23" E, 120.01 feet to a point for corner;

**THENCE** S 89° 29' 54" W, 1181.73 feet to a point for corner;

**THENCE** along the arc of a curve to the right having a central angle of 46° 30' 26", a radius of 132.93 feet, an arc length of 107.90 feet, whose chord bears N 11° 51' 34" E, 104.96 feet to a point for corner;

**THENCE** N 35° 06' 47" E, 120.00 feet to a point for corner;

**THENCE** N 54° 53' 13" W, 645.92 feet to a point for corner;

**THENCE** N 07° 50' 04" W, 593.58 feet to a point for corner in the south line of Eldorado Parkway;

**THENCE** N 62° 24' 38" W, 228.59 feet with said south line of said Eldorado Parkway to a point for corner;

**THENCE** N 22° 34' 42" E, 3701.32 feet with said Lake Lewisville to a point for corner;

**THENCE** N 59° 49' 24" E, 2243.37 feet with said Lake Lewisville to a point for corner;

**THENCE** S 58° 33' 59" E, 1435.55 feet with said Lake Lewisville to a point for corner in the west line of Lakeshore Drive, a public roadway;

**THENCE** S 00° 10' 08" E, 1043.69 feet with said west line of said Lakeshore Drive to a point for corner;

**THENCE** N 88° 48' 30" E, 177.85 feet to an iron rod found for corner in the south line of Lot 7, Block N of Lakewood Estates Phase I, an addition to the Town of Little Elm, Denton County, Texas according to the plat thereof recorded in Cabinet U, Page 159, Plat Records, Denton County, Texas;

**THENCE** S 00° 21' 11" E, 120.13 feet with said south line of said Block N of said Lakewood Estates Phase I to an iron rod found for corner;

**THENCE** N 88° 51' 53" E, 262.84 feet with said south line of said Lakewood Estates Phase I to an iron rod found for corner;

**THENCE** N 11° 40' 16" E, 112.45 feet with the east line of said Block N of said Lakewood Estates Phase I to a point for corner in the south line of Brookdale Drive, a public roadway;

**THENCE** along the arc of a curve to the left having a central angle of 12° 54' 27".a radius of 375.00 feet, an arc length of 84.48 feet, whose chord bears S 84° 40' 23" E, 84.30 feet with said south line of said Brookdale Drive to a point for corner, said point being the northwest corner of lot 1 in Block O of said Lakewood Estates Phase I;

**THENCE** S 01° 07' 36" E, 118.55 feet with the west line of Lot 1 in said Block O of said Lakewood Estates Phase I to a point for corner;

**THENCE** N 89° 56' 29" E, 820.11 feet with said south line of said Block O of said Lakewood Estates Phase I to an iron rod found for corner;

**THENCE** S 00° 02' 49" W, 43.49 feet with said south line of said Block O of said Lakewood Estates Phase I to a point for corner;

**THENCE** N 89° 21' 10" E, 371.70 feet with said south line of said Block O of said Lakewood Estates Phase I part way to a point for corner in said south line of said Eldorado Parkway;

**THENCE** N 49° 55' 50" E, 274.21 feet with said south line of said Eldorado Parkway to the **PLACE OF BEGINNING** and containing 847.260 acres of land.

**PAGE 4 OF 4**

**EXHIBIT C**  
**PROJECTED ABSORPTION, PROJECTED ASSESSED VALUES, INCREMENTAL  
ASSESSED VALUES AND INCREMENTAL REAL PROPERTY TAXES**

***Town of Little Elm***

***Tax Increment Reinvestment Zone No. 3***

**Exhibit C-1: Current Summary of Development - Total Real Property Assessed Value**

Property Type	Estimated Completion	No. of Units <sup>1</sup>	GSF <sup>4</sup>	Assessed Value Per Unit <sup>3</sup>	2021 - Total Assessed Value <sup>2</sup>	Projected Future Development Value
<b><u>Residential</u></b>						
Residential - Improved		116		\$152,058	\$17,638,671	
Residential - Unimproved		15			\$403,023	\$2,280,863
Multi-Family - Existing		278		\$122,473	\$34,047,624	
Multi-Family - Additional	2023	0		\$122,473	\$0	\$0
<i>Sub-total Residential</i>		409			\$52,089,318	\$2,280,863
<b><u>Non-Residential</u></b>						
Commercial - Existing (Improved)	2021		214,576	\$161	\$34,630,082	
Commercial - Existing (Unimproved)					\$6,530,408	
Commercial - Additional	2023		65,483	\$218		\$14,288,713
Commercial - Additional	2024		27,000	\$218		\$5,891,533
Other Commercial - Hotel	2023-2024		47,325	\$101		\$4,800,420
<i>Sub-total Non-Residential</i>			354,384		\$41,160,490	\$24,980,666
<b>Total</b>		409	354,384		\$93,249,808	\$27,261,529

<sup>1</sup>According to the DCAD 2021 certified list of parcels and designation of property type on the DCAD online records.

<sup>2</sup>According to the DCAD 2021 certified list of parcels and designation of property type on the DCAD online records.

<sup>3</sup>As calculated based on 1 and 2 above.

<sup>4</sup>As provided by Town

**Town of Little Elm**

**Tax Increment Reinvestment Zone No. 3**

Exhibit C-1: Current Summary of Development - Total Real Property Assessed Value

Development Year Ending	Assessed As Of <sup>2</sup>	Residential						Non-Residential	
		Residential - Improved		Multi-Family - Additional		Commercial		Other Commercial - Hotel	
		Units <sup>2</sup>	Cumulative	Units <sup>2</sup>	Cumulative	Units <sup>2</sup>	Cumulative	Units <sup>2</sup>	Cumulative
31-Dec-13	1-Jan-14								
31-Dec-14	1-Jan-15								
31-Dec-15	1-Jan-16								
31-Dec-16	1-Jan-17								
31-Dec-17	1-Jan-18								
31-Dec-18	1-Jan-19								
31-Dec-19	1-Jan-20								
31-Dec-20	1-Jan-21	116	116	278	278	214,576	214,576	0	0
31-Dec-21	1-Jan-22	0	116	0	278	0	214,576	0	0
31-Dec-22	1-Jan-23	0	116	0	278	65,483	280,059	47,325	47,325
31-Dec-23	1-Jan-24	15	131	324	602	27,000	307,059	0	47,325
31-Dec-24	1-Jan-25	0	131	0	602	0	307,059	0	47,325
31-Dec-25	1-Jan-26	0	131	0	602	0	307,059	0	47,325
31-Dec-26	1-Jan-27	0	131	0	602	0	307,059	0	47,325
31-Dec-27	1-Jan-28	0	131	0	602	0	307,059	0	47,325
31-Dec-28	1-Jan-29	0	131	0	602	0	307,059	0	47,325
31-Dec-29	1-Jan-30	0	131	0	602	0	307,059	0	47,325
31-Dec-30	1-Jan-31	0	131	0	602	0	307,059	0	47,325
31-Dec-31	1-Jan-32	0	131	0	602	0	307,059	0	47,325
31-Dec-32	1-Jan-33	0	131	0	602	0	307,059	0	47,325
31-Dec-33	1-Jan-34	0	131	0	602	0	307,059	0	47,325
31-Dec-34	1-Jan-35	0	131	0	602	0	307,059	0	47,325
31-Dec-35	1-Jan-36	0	131	0	602	0	307,059	0	47,325
31-Dec-36	1-Jan-37	0	131	0	602	0	307,059	0	47,325
31-Dec-37	1-Jan-38	0	131	0	602	0	307,059	0	47,325
31-Dec-38	1-Jan-39	0	131	0	602	0	307,059	0	47,325
31-Dec-39	1-Jan-40	0	131	0	602	0	307,059	0	47,325
31-Dec-40	1-Jan-41	0	131	0	602	0	307,059	0	47,325
31-Dec-41	1-Jan-42	0	131	0	602	0	307,059	0	47,325
31-Dec-42	1-Jan-43	0	131	0	602	0	307,059	0	47,325
31-Dec-43	1-Jan-44	0	131	0	602	0	307,059	0	47,325
31-Dec-44	1-Jan-45	0	131	0	602	0	307,059	0	47,325
31-Dec-45	1-Jan-46	0	131	0	602	0	307,059	0	47,325
31-Dec-46	1-Jan-47	0	131	0	602	0	307,059	0	47,325
31-Dec-47	1-Jan-48	0	131	0	602	0	307,059	0	47,325
31-Dec-48	1-Jan-49	0	131	0	602	0	307,059	0	47,325
31-Dec-49	1-Jan-50	0	131	0	602	0	307,059	0	47,325
31-Dec-50	1-Jan-51	0	131	0	602	0	307,059	0	47,325
31-Dec-51	1-Jan-52	0	131	0	602	0	307,059	0	47,325
31-Dec-52	1-Jan-53	0	131	0	602	0	307,059	0	47,325
31-Dec-53	1-Jan-54	0	131	0	602	0	307,059	0	47,325
31-Dec-54	1-Jan-55	0	131	0	602	0	307,059	0	47,325
<b>Total</b>		<b>131</b>		<b>602</b>		<b>307,059</b>		<b>47,325</b>	

<sup>1</sup>According to the Denton County Appraisal District (DCAD) property is assessed as of January 1 annually. During construction, the assessed value represents the portion of the building completed as of January 1. Assumes no assessed value during construction.

<sup>2</sup>As provided by EDC as of 8/27/21.

**Town of Little Elm**  
**Tax Increment Reinvestment Zone No. 3**

**Exhibit C-2: Projected Assessed Value**

Assessed As Of	Tax Collection Year Ending <sup>1</sup>	3.0% Inflation Factor <sup>2</sup>	Residential									Non-Residential			Total Projected Taxable Assessed Value	
			Residential - Improved			Multi-Family - Additional			Commercial			Other Commercial - Hotel		Combined		
			Units <sup>3</sup>	Value Per Unit <sup>3</sup>	Projected Assessed Value	Units <sup>3</sup>	Value Per Unit <sup>3</sup>	Projected Assessed Value	Square Feet	Value Per Unit <sup>3</sup>	Projected Assessed Value	Square Feet	Average Value Value Per Parcel	Projected Assessed Value		Commercial Square Feet
1-Jan-14	31-Jan-15															\$33,730,805
1-Jan-15	31-Jan-16															\$39,548,951
1-Jan-16	31-Jan-17															\$46,554,879
1-Jan-17	31-Jan-18															\$67,024,451
1-Jan-18	31-Jan-19															\$80,844,487
1-Jan-19	31-Jan-20															\$88,159,623
1-Jan-20	30-Jan-21															\$90,320,097
1-Jan-21	31-Jan-22	100%	116	\$155,532	\$18,041,694	278	\$122,473	\$34,047,624	214,576	\$192	\$41,160,490	0	\$101	\$0	214,576	\$93,249,808
1-Jan-22	31-Jan-23	103%	116	\$160,198	\$18,582,945	278	\$126,148	\$35,069,053	214,576	\$198	\$42,395,305	0	\$104	\$0	214,576	\$96,047,302
1-Jan-23	31-Jan-24	106%	116	\$165,004	\$19,140,433	278	\$129,932	\$36,121,124	280,059	\$204	\$56,993,275	47,325	\$108	\$5,092,766	327,384	\$117,347,598
1-Jan-24	31-Jan-25	109%	131	\$169,954	\$22,263,954	602	\$133,830	\$80,565,699	307,059	\$210	\$64,362,544	47,325	\$111	\$5,245,549	354,384	\$172,437,746
1-Jan-25	31-Jan-26	113%	131	\$175,052	\$22,931,872	602	\$137,845	\$82,982,670	307,059	\$216	\$66,293,420	47,325	\$114	\$5,402,915	354,384	\$177,610,878
1-Jan-26	31-Jan-27	116%	131	\$180,304	\$23,619,829	602	\$141,980	\$85,472,150	307,059	\$222	\$68,282,223	47,325	\$118	\$5,565,003	354,384	\$182,939,204
1-Jan-27	31-Jan-28	119%	131	\$185,713	\$24,328,424	602	\$146,240	\$88,036,315	307,059	\$229	\$70,330,690	47,325	\$121	\$5,731,953	354,384	\$188,427,381
1-Jan-28	31-Jan-29	123%	131	\$191,285	\$25,058,276	602	\$150,627	\$90,677,404	307,059	\$236	\$72,440,610	47,325	\$125	\$5,903,911	354,384	\$194,080,202
1-Jan-29	31-Jan-30	127%	131	\$197,023	\$25,810,024	602	\$155,146	\$93,397,726	307,059	\$243	\$74,613,829	47,325	\$128	\$6,081,029	354,384	\$199,902,608
1-Jan-30	31-Jan-31	130%	131	\$202,934	\$26,584,325	602	\$159,800	\$96,199,658	307,059	\$250	\$76,852,243	47,325	\$132	\$6,263,460	354,384	\$205,899,686
1-Jan-31	31-Jan-32	134%	131	\$209,022	\$27,381,855	602	\$164,594	\$99,085,648	307,059	\$258	\$79,157,811	47,325	\$136	\$6,451,363	354,384	\$212,076,677
1-Jan-32	31-Jan-33	138%	131	\$215,292	\$28,203,311	602	\$169,532	\$102,058,217	307,059	\$266	\$81,532,545	47,325	\$140	\$6,644,904	354,384	\$218,438,977
1-Jan-33	31-Jan-34	143%	131	\$221,751	\$29,049,410	602	\$174,618	\$105,119,964	307,059	\$273	\$83,978,521	47,325	\$145	\$6,844,252	354,384	\$224,992,146
1-Jan-34	31-Jan-35	147%	131	\$228,404	\$29,920,892	602	\$179,856	\$108,273,563	307,059	\$282	\$86,497,877	47,325	\$149	\$7,049,579	354,384	\$231,741,911
1-Jan-35	31-Jan-36	151%	131	\$235,256	\$30,818,519	602	\$185,252	\$111,521,769	307,059	\$290	\$89,092,813	47,325	\$153	\$7,261,066	354,384	\$238,694,168
1-Jan-36	31-Jan-37	156%	131	\$242,314	\$31,743,075	602	\$190,810	\$114,867,423	307,059	\$299	\$91,765,598	47,325	\$158	\$7,478,898	354,384	\$245,854,993
1-Jan-37	31-Jan-38	160%	131	\$249,583	\$32,695,367	602	\$196,534	\$118,313,445	307,059	\$308	\$94,518,566	47,325	\$163	\$7,703,265	354,384	\$253,230,643
1-Jan-38	31-Jan-39	165%	131	\$257,070	\$33,676,228	602	\$202,430	\$121,862,849	307,059	\$317	\$97,354,123	47,325	\$168	\$7,934,363	354,384	\$260,827,562
1-Jan-39	31-Jan-40	170%	131	\$264,783	\$34,686,515	602	\$208,503	\$125,518,734	307,059	\$327	\$100,274,746	47,325	\$173	\$8,172,394	354,384	\$268,652,389
1-Jan-40	31-Jan-41	175%	131	\$272,726	\$35,727,110	602	\$214,758	\$129,284,296	307,059	\$336	\$103,282,989	47,325	\$178	\$8,417,566	354,384	\$276,711,961
1-Jan-41	31-Jan-42	181%	131	\$280,908	\$36,798,923	602	\$221,201	\$133,162,825	307,059	\$346	\$106,381,478	47,325	\$183	\$8,670,093	354,384	\$285,013,320
1-Jan-42	31-Jan-43	186%	131	\$289,335	\$37,902,891	602	\$227,837	\$137,157,710	307,059	\$357	\$109,572,923	47,325	\$189	\$8,930,196	354,384	\$293,563,719
1-Jan-43	31-Jan-44	192%	131	\$298,015	\$39,039,978	602	\$234,672	\$141,272,441	307,059	\$368	\$112,860,110	47,325	\$194	\$9,198,102	354,384	\$302,370,631

<sup>1</sup>According to the DCAD, real property taxes are due without penalty as of January 31st in the year following the year in which property is assessed.

<sup>2</sup>Assumes an annual inflation factor of 3.0% as evaluated based on annual aggregate property value changes for years 2014 through 2021 and compounded annual growth rates for 3, 5 and 8 years.

<sup>3</sup>See Exhibit C-1.

**Town of Little Elm**  
**Tax Increment Reinvestment Zone No. 3**

**Exhibit C-3: Projected Incremental Real Property Taxes Available for TIRZ Project Costs - Town**

Tax Collection Year Ending	TIRZ Obligations Ending	3.00% Inflation Factor <sup>1</sup>	Total Projected Assessed Value <sup>2</sup>	Base Value <sup>3</sup>	Estimated Incremental Value	Town of Little Elm Real Property Tax Rate (Per \$100 A.V.) <sup>4</sup>	Total Incremental Tax Revenues	Percent Available Retained By Town <sup>5</sup>	Total Available Incremental Tax Revenues To Town	Percent Available for TIRZ Obligations <sup>5</sup>	Town Total Available Incremental Tax Revenues
31-Jan-15	30-Sep-15		\$33,730,805	(\$33,542,713)	\$188,092	\$0.664970	\$1,251	0.00%	\$0	100.00%	\$1,251
31-Jan-16	29-Sep-16		\$39,548,951	(\$33,542,713)	\$6,006,238	\$0.661687	\$39,742	0.00%	\$0	100.00%	\$39,742
31-Jan-17	30-Sep-17		\$46,554,879	(\$33,542,713)	\$13,012,166	\$0.661687	\$86,100	0.00%	\$0	100.00%	\$86,100
31-Jan-18	30-Sep-18		\$67,024,451	(\$33,542,713)	\$33,481,738	\$0.657671	\$220,200	0.00%	\$0	100.00%	\$220,200
31-Jan-19	30-Sep-19		\$80,844,487	(\$33,542,713)	\$47,301,774	\$0.649900	\$307,414	0.00%	\$0	100.00%	\$307,414
31-Jan-20	29-Sep-20		\$88,159,623	(\$33,542,713)	\$54,616,910	\$0.649900	\$354,955	0.00%	\$0	100.00%	\$354,955
30-Jan-21	29-Sep-21		\$90,320,097	(\$33,542,713)	\$56,777,384	\$0.649702	\$368,884	0.00%	\$0	100.00%	\$368,884
31-Jan-22	30-Sep-22	100%	\$93,249,808	(\$33,542,713)	\$59,707,095	\$0.643948	\$384,483	0.00%	\$0	100.00%	\$384,483
31-Jan-23	30-Sep-23	103%	\$96,047,302	(\$33,542,713)	\$62,504,589	\$0.643948	\$402,497	0.00%	\$0	100.00%	\$402,497
31-Jan-24	30-Sep-24	106%	\$117,347,598	(\$33,542,713)	\$83,804,885	\$0.643948	\$539,660	0.00%	\$0	100.00%	\$539,660
31-Jan-25	30-Sep-25	109%	\$172,437,746	(\$33,542,713)	\$138,895,033	\$0.643948	\$894,412	0.00%	\$0	100.00%	\$894,412
31-Jan-26	30-Sep-26	113%	\$177,610,878	(\$33,542,713)	\$144,068,165	\$0.643948	\$927,724	0.00%	\$0	100.00%	\$927,724
31-Jan-27	30-Sep-27	116%	\$182,939,204	(\$33,542,713)	\$149,396,491	\$0.643948	\$962,036	0.00%	\$0	100.00%	\$962,036
31-Jan-28	30-Sep-28	119%	\$188,427,381	(\$33,542,713)	\$154,884,668	\$0.643948	\$997,377	0.00%	\$0	100.00%	\$997,377
31-Jan-29	30-Sep-29	123%	\$194,080,202	(\$33,542,713)	\$160,537,489	\$0.643948	\$1,033,778	0.00%	\$0	100.00%	\$1,033,778
31-Jan-30	30-Sep-30	127%	\$199,902,608	(\$33,542,713)	\$166,359,895	\$0.643948	\$1,071,271	0.00%	\$0	100.00%	\$1,071,271
31-Jan-31	30-Sep-31	130%	\$205,899,686	(\$33,542,713)	\$172,356,973	\$0.643948	\$1,109,889	0.00%	\$0	100.00%	\$1,109,889
31-Jan-32	30-Sep-32	134%	\$212,076,677	(\$33,542,713)	\$178,533,964	\$0.643948	\$1,149,666	0.00%	\$0	100.00%	\$1,149,666
31-Jan-33	30-Sep-33	138%	\$218,438,977	(\$33,542,713)	\$184,896,264	\$0.643948	\$1,190,636	0.00%	\$0	100.00%	\$1,190,636
31-Jan-34	30-Sep-34	143%	\$224,992,146	(\$33,542,713)	\$191,449,433	\$0.643948	\$1,232,835	0.00%	\$0	100.00%	\$1,232,835
31-Jan-35	30-Sep-35	147%	\$231,741,911	(\$33,542,713)	\$198,199,198	\$0.643948	\$1,276,300	0.00%	\$0	100.00%	\$1,276,300
31-Jan-36	30-Sep-36	151%	\$238,694,168	(\$33,542,713)	\$205,151,455	\$0.643948	\$1,321,069	0.00%	\$0	100.00%	\$1,321,069
31-Jan-37	30-Sep-37	156%	\$245,854,993	(\$33,542,713)	\$212,312,280	\$0.643948	\$1,367,181	0.00%	\$0	100.00%	\$1,367,181
31-Jan-38	30-Sep-38	160%	\$253,230,643	(\$33,542,713)	\$219,687,930	\$0.643948	\$1,414,676	0.00%	\$0	100.00%	\$1,414,676
31-Jan-39	30-Sep-39	165%	\$260,827,562	(\$33,542,713)	\$227,284,849	\$0.643948	\$1,463,596	0.00%	\$0	100.00%	\$1,463,596
31-Jan-40	30-Sep-40	170%	\$268,652,389	(\$33,542,713)	\$235,109,676	\$0.643948	\$1,513,984	0.00%	\$0	100.00%	\$1,513,984
31-Jan-41	30-Sep-41	175%	\$276,711,961	(\$33,542,713)	\$243,169,248	\$0.643948	\$1,565,884	0.00%	\$0	100.00%	\$1,565,884
31-Jan-42	30-Sep-42	181%	\$285,013,320	(\$33,542,713)	\$251,470,607	\$0.643948	\$1,619,340	0.00%	\$0	100.00%	\$1,619,340
31-Jan-43	30-Sep-43	186%	\$293,563,719	(\$33,542,713)	\$260,021,006	\$0.643948	\$1,674,400	0.00%	\$0	100.00%	\$1,674,400
31-Jan-44	30-Sep-44	192%	\$302,370,631	(\$33,542,713)	\$268,827,918	\$0.643948	\$1,731,112	0.00%	\$0	100.00%	\$1,731,112
<b>Total</b>							<b>\$28,222,350</b>		<b>\$0</b>		<b>\$28,222,350</b>

<sup>1</sup>Assumes an annual inflation factor of 3.0% as evaluated based on annual aggregate property value changes for years 2014 through 2021 and compounded annual growth rates for 3, 5 and 8 years.

<sup>2</sup>Based on DCAD certified values for years 2014 through 2021. See Exhibit C-2 for details.

<sup>3</sup>Represents the base value of the Zone.

<sup>4</sup>Source: Denton County Tax Office. The Proposed 2021 tax rate is provided by the Town as of 8/27/21.

<sup>5</sup>Assumes 100% of incremental tax revenues are available for the repayment of debt service, while the balance (0%) is retained by the Town.

**Town of Little Elm**  
**Tax Increment Reinvestment Zone No. 3**

**Exhibit C-3: Projected Incremental Real Property Taxes Available for TIRZ Project Costs - County**

Tax Collection Year	TIRZ Obligations Ending	3% Inflation Factor <sup>1</sup>	Total Projected Assessed Value <sup>2</sup>	Denton County Real Property Tax Rate (Per \$100 A.V.) <sup>4</sup>	Estimated Incremental Value	Total Incremental Tax Revenues	Percent Available Retained By County <sup>5</sup>	Total Available Incremental Tax Revenues To County	Percent Available for TIRZ Obligations <sup>5</sup>	Denton County Total Available Incremental Tax Revenues
31-Jan-15	30-Sep-15		\$33,730,805	\$0.272200	\$188,092	\$512	50.00%	\$256	50.00%	\$256
31-Jan-16	29-Sep-16		\$39,548,951	\$0.262000	\$6,006,238	\$15,736	50.00%	\$7,868	50.00%	\$7,868
31-Jan-17	30-Sep-17		\$46,554,879	\$0.248409	\$13,012,166	\$32,323	50.00%	\$16,162	50.00%	\$16,162
31-Jan-18	30-Sep-18		\$67,024,451	\$0.237812	\$33,481,738	\$79,624	50.00%	\$39,812	50.00%	\$39,812
31-Jan-19	30-Sep-19		\$80,844,487	\$0.225574	\$47,301,774	\$106,701	50.00%	\$53,350	50.00%	\$53,350
31-Jan-20	29-Sep-20		\$88,159,623	\$0.225278	\$54,616,910	\$123,040	50.00%	\$61,520	50.00%	\$61,520
30-Jan-21	29-Sep-21		\$90,320,097	\$0.224985	\$56,777,384	\$127,741	50.00%	\$63,870	50.00%	\$63,870
31-Jan-22	30-Sep-22	100%	\$93,249,808	\$0.233086	\$59,707,095	\$139,169	50.00%	\$69,584	50.00%	\$69,584
31-Jan-23	30-Sep-23	103%	\$96,047,302	\$0.233086	\$62,504,589	\$145,689	50.00%	\$72,845	50.00%	\$72,845
31-Jan-24	30-Sep-24	106%	\$117,347,598	\$0.233086	\$83,804,885	\$195,337	50.00%	\$97,669	50.00%	\$97,669
31-Jan-25	30-Sep-25	109%	\$172,437,746	\$0.233086	\$138,895,033	\$323,745	50.00%	\$161,872	50.00%	\$161,872
31-Jan-26	30-Sep-26	113%	\$177,610,878	\$0.233086	\$144,068,165	\$335,803	50.00%	\$167,901	50.00%	\$167,901
31-Jan-27	30-Sep-27	116%	\$182,939,204	\$0.233086	\$149,396,491	\$348,222	50.00%	\$174,111	50.00%	\$174,111
31-Jan-28	30-Sep-28	119%	\$188,427,381	\$0.233086	\$154,884,668	\$361,014	50.00%	\$180,507	50.00%	\$180,507
31-Jan-29	30-Sep-29	123%	\$194,080,202	\$0.233086	\$160,537,489	\$374,190	50.00%	\$187,095	50.00%	\$187,095
31-Jan-30	30-Sep-30	127%	\$199,902,608	\$0.233086	\$166,359,895	\$387,762	50.00%	\$193,881	50.00%	\$193,881
31-Jan-31	30-Sep-31	130%	\$205,899,686	\$0.233086	\$172,356,973	\$401,740	50.00%	\$200,870	50.00%	\$200,870
31-Jan-32	30-Sep-32	134%	\$212,076,677	\$0.233086	\$178,533,964	\$416,138	50.00%	\$208,069	50.00%	\$208,069
31-Jan-33	30-Sep-33	138%	\$218,438,977	\$0.233086	\$184,896,264	\$430,967	50.00%	\$215,484	50.00%	\$215,484
31-Jan-34	30-Sep-34	143%	\$224,992,146	\$0.233086	\$191,449,433	\$446,242	50.00%	\$223,121	50.00%	\$223,121
31-Jan-35	30-Sep-35	147%	\$231,741,911	\$0.233086	\$198,199,198	\$461,975	50.00%	\$230,987	50.00%	\$230,987
31-Jan-36	30-Sep-36	151%	\$238,694,168	\$0.233086	\$205,151,455	\$478,179	50.00%	\$239,090	50.00%	\$239,090
31-Jan-37	30-Sep-37	156%	\$245,854,993	\$0.233086	\$212,312,280	\$494,870	50.00%	\$247,435	50.00%	\$247,435
31-Jan-38	30-Sep-38	160%	\$253,230,643	\$0.233086	\$219,687,930	\$512,062	50.00%	\$256,031	50.00%	\$256,031
31-Jan-39	30-Sep-39	165%	\$260,827,562	\$0.233086	\$227,284,849	\$529,769	50.00%	\$264,885	50.00%	\$264,885
31-Jan-40	30-Sep-40	170%	\$268,652,389	\$0.233086	\$235,109,676	\$548,008	50.00%	\$274,004	50.00%	\$274,004
31-Jan-41	30-Sep-41	175%	\$276,711,961	\$0.233086	\$243,169,248	\$566,793	50.00%	\$283,397	50.00%	\$283,397
31-Jan-42	30-Sep-42	181%	\$285,013,320	\$0.233086	\$251,470,607	\$586,143	50.00%	\$293,071	50.00%	\$293,071
31-Jan-43	30-Sep-43	186%	\$293,563,719	\$0.233086	\$260,021,006	\$606,073	50.00%	\$303,036	50.00%	\$303,036
31-Jan-44	30-Sep-44	192%	\$302,370,631	\$0.233086	\$268,827,918	\$626,600	50.00%	\$313,300	50.00%	\$313,300
<b>Total</b>						<b>\$10,202,167</b>		<b>\$5,101,084</b>		<b>\$5,101,084</b>

<sup>1</sup>Assumes an annual inflation factor of 3.0% as evaluated based on annual aggregate property value changes for years 2014 through 2021 and compounded annual growth rates for 3, 5 and 8 years.

<sup>2</sup>Based on DCAD certified values for years 2014 through 2021. See Exhibit C-2 for details.

<sup>3</sup>Represents the base value of the Zone.

<sup>4</sup>Source: Denton County Tax Office. The Proposed 2021 tax rate is shown in the Denton Record - Chronical ([https://dentonrc.com/news/denton-county-budget-tax-rate-slated-for-increases-in-upcoming-fiscal-year/article\\_558eed35-f187-50fb-9fee-](https://dentonrc.com/news/denton-county-budget-tax-rate-slated-for-increases-in-upcoming-fiscal-year/article_558eed35-f187-50fb-9fee-)

<sup>5</sup>Assumes 50% of incremental tax revenues are available for the repayment of debt service, while the balance (50%) is retained by the County.

**Town of Little Elm**  
**Tax Increment Reinvestment Zone No. 3**

Exhibit C-3: Projected Incremental Sales Taxes Available for TIRZ Project Costs

Tax Collection Year	TIRZ Obligations	Total Projected Sales Tax <sup>1</sup>	1.00% Town Sales Tax <sup>2</sup>	Percent Available for TIRZ Obligations <sup>3</sup>	Town Sales Tax Revenues Available to TIRZ	0.50% 4A Sales Tax <sup>2</sup>	Percent Available for TIRZ Obligations <sup>3</sup>	4A Sales Tax Revenues Available to TIRZ	0.25% 4B Sales Tax <sup>2</sup>	Percent Available for TIRZ Obligations <sup>3</sup>	4B Sales Tax Revenues Available to TIRZ	Total Sales Tax Revenues Available to TIRZ
Ending	Ending											
31-Jan-15	30-Sep-15			10.00%	\$0	\$0	80.00%	\$0	\$0	80.00%	\$0	\$0
31-Jan-16	29-Sep-16	\$8,637,570	\$86,376	10.00%	\$8,638	\$43,188	80.00%	\$34,550	\$21,594	80.00%	\$17,275	\$60,463
31-Jan-17	30-Sep-17	\$10,175,430	\$101,754	10.00%	\$10,175	\$50,877	80.00%	\$40,702	\$25,439	80.00%	\$20,351	\$71,228
31-Jan-18	30-Sep-18	\$12,260,750	\$122,608	10.00%	\$12,261	\$61,304	80.00%	\$49,043	\$30,652	80.00%	\$24,522	\$85,825
31-Jan-19	30-Sep-19	\$14,579,210	\$145,792	10.00%	\$14,579	\$72,896	80.00%	\$58,317	\$36,448	80.00%	\$29,158	\$102,054
31-Jan-20	29-Sep-20	\$15,883,725	\$158,837	10.00%	\$15,884	\$79,419	80.00%	\$63,535	\$39,709	80.00%	\$31,767	\$111,186
30-Jan-21	29-Sep-21	\$21,454,000	\$214,540	10.00%	\$21,454	\$107,270	80.00%	\$85,816	\$53,635	80.00%	\$42,908	\$150,178
31-Jan-22	30-Sep-22	\$21,454,000	\$214,540	10.00%	\$21,454	\$107,270	80.00%	\$85,816	\$53,635	80.00%	\$42,908	\$150,178
31-Jan-23	30-Sep-23	\$21,454,000	\$214,540	10.00%	\$21,454	\$107,270	80.00%	\$85,816	\$53,635	80.00%	\$42,908	\$150,178
31-Jan-24	30-Sep-24	\$32,732,934	\$327,329	10.00%	\$32,733	\$163,665	80.00%	\$130,932	\$81,832	80.00%	\$65,466	\$229,131
31-Jan-25	30-Sep-25	\$35,432,487	\$354,325	10.00%	\$35,432	\$177,162	80.00%	\$141,730	\$88,581	80.00%	\$70,865	\$248,027
31-Jan-26	30-Sep-26	\$35,432,487	\$354,325	10.00%	\$35,432	\$177,162	80.00%	\$141,730	\$88,581	80.00%	\$70,865	\$248,027
31-Jan-27	30-Sep-27	\$35,432,487	\$354,325	10.00%	\$35,432	\$177,162	80.00%	\$141,730	\$88,581	80.00%	\$70,865	\$248,027
31-Jan-28	30-Sep-28	\$35,432,487	\$354,325	10.00%	\$35,432	\$177,162	80.00%	\$141,730	\$88,581	80.00%	\$70,865	\$248,027
31-Jan-29	30-Sep-29	\$35,432,487	\$354,325	10.00%	\$35,432	\$177,162	80.00%	\$141,730	\$88,581	80.00%	\$70,865	\$248,027
31-Jan-30	30-Sep-30	\$35,432,487	\$354,325	10.00%	\$35,432	\$177,162	80.00%	\$141,730	\$88,581	80.00%	\$70,865	\$248,027
31-Jan-31	30-Sep-31	\$35,432,487	\$354,325	10.00%	\$35,432	\$177,162	80.00%	\$141,730	\$88,581	80.00%	\$70,865	\$248,027
31-Jan-32	30-Sep-32	\$35,432,487	\$354,325	10.00%	\$35,432	\$177,162	80.00%	\$141,730	\$88,581	80.00%	\$70,865	\$248,027
31-Jan-33	30-Sep-33	\$35,432,487	\$354,325	10.00%	\$35,432	\$177,162	80.00%	\$141,730	\$88,581	80.00%	\$70,865	\$248,027
31-Jan-34	30-Sep-34	\$35,432,487	\$354,325	10.00%	\$35,432	\$177,162	80.00%	\$141,730	\$88,581	80.00%	\$70,865	\$248,027
31-Jan-35	30-Sep-35	\$35,432,487	\$354,325	10.00%	\$35,432	\$177,162	80.00%	\$141,730	\$88,581	80.00%	\$70,865	\$248,027
31-Jan-36	30-Sep-36	\$35,432,487	\$354,325	10.00%	\$35,432	\$177,162	80.00%	\$141,730	\$88,581	80.00%	\$70,865	\$248,027
31-Jan-37	30-Sep-37	\$35,432,487	\$354,325	10.00%	\$35,432	\$177,162	80.00%	\$141,730	\$88,581	80.00%	\$70,865	\$248,027
31-Jan-38	30-Sep-38	\$35,432,487	\$354,325	10.00%	\$35,432	\$177,162	80.00%	\$141,730	\$88,581	80.00%	\$70,865	\$248,027
31-Jan-39	30-Sep-39	\$35,432,487	\$354,325	10.00%	\$35,432	\$177,162	80.00%	\$141,730	\$88,581	80.00%	\$70,865	\$248,027
31-Jan-40	30-Sep-40	\$35,432,487	\$354,325	10.00%	\$35,432	\$177,162	80.00%	\$141,730	\$88,581	80.00%	\$70,865	\$248,027
31-Jan-41	30-Sep-41	\$35,432,487	\$354,325	10.00%	\$35,432	\$177,162	80.00%	\$141,730	\$88,581	80.00%	\$70,865	\$248,027
31-Jan-42	30-Sep-42	\$35,432,487	\$354,325	10.00%	\$35,432	\$177,162	80.00%	\$141,730	\$88,581	80.00%	\$70,865	\$248,027
31-Jan-43	30-Sep-43	\$35,432,487	\$354,325	10.00%	\$35,432	\$177,162	80.00%	\$141,730	\$88,581	80.00%	\$70,865	\$248,027
31-Jan-44	30-Sep-44	\$35,432,487	\$354,325	10.00%	\$35,432	\$177,162	80.00%	\$141,730	\$88,581	80.00%	\$70,865	\$248,027
<b>Total</b>						<b>\$3,921,453</b>		<b>\$3,137,163</b>			<b>\$5,490,035</b>	

<sup>1</sup>The aggregate amount for years 2015 through 2020 were calculated using the actual sales tax increment information provided by the Town as of 8/27/21. The future projected sales tax amounts are estimated based on the 2021 quarterly amounts provided by the Town as of 8/27/21.

<sup>2</sup>The amounts for years 2015 through 2020 were provided by the Town as of 8/27/21. The future projected sales tax amounts are estimated based on the 2021 quarterly amounts provided by the Town as of 8/27/21.

<sup>3</sup>The TIRZ participation percentages are based on the final project plan and finance plan approved on April 15, 2014.

**Town of Little Elm  
Tax Increment Reinvestment Zone No. 3**

**Exhibit C-3: Summart of Projected Incremental Property and Sales Taxes Available for TIRZ Project Costs**

Tax Collection Year	TIRZ Obligations	Town Total Available Incremental Tax Revenues <sup>1</sup>	Denton County Total Available Incremental Tax Revenues <sup>2</sup>	Town Sales Tax Revenues Available to TIRZ <sup>3</sup>	4A Sales Tax Revenues Available to TIRZ <sup>3</sup>	4B Sales Tax Revenues Available to TIRZ <sup>3</sup>	Total Sales Tax Revenues Available to TIRZ
31-Jan-15	30-Sep-15	\$1,251	\$256	\$0	\$0	\$0	\$1,507
31-Jan-16	29-Sep-16	\$39,742	\$7,868	\$8,638	\$34,550	\$17,275	\$108,074
31-Jan-17	30-Sep-17	\$86,100	\$16,162	\$10,175	\$40,702	\$20,351	\$173,490
31-Jan-18	30-Sep-18	\$220,200	\$39,812	\$12,261	\$49,043	\$24,522	\$345,837
31-Jan-19	30-Sep-19	\$307,414	\$53,350	\$14,579	\$58,317	\$29,158	\$462,819
31-Jan-20	29-Sep-20	\$354,955	\$61,520	\$15,884	\$63,535	\$31,767	\$527,661
30-Jan-21	29-Sep-21	\$368,884	\$63,870	\$21,454	\$85,816	\$42,908	\$582,932
31-Jan-22	30-Sep-22	\$384,483	\$69,584	\$21,454	\$85,816	\$42,908	\$604,245
31-Jan-23	30-Sep-23	\$402,497	\$72,845	\$21,454	\$85,816	\$42,908	\$625,520
31-Jan-24	30-Sep-24	\$539,660	\$97,669	\$32,733	\$130,932	\$65,466	\$866,459
31-Jan-25	30-Sep-25	\$894,412	\$161,872	\$35,432	\$141,730	\$70,865	\$1,304,312
31-Jan-26	30-Sep-26	\$927,724	\$167,901	\$35,432	\$141,730	\$70,865	\$1,343,653
31-Jan-27	30-Sep-27	\$962,036	\$174,111	\$35,432	\$141,730	\$70,865	\$1,384,174
31-Jan-28	30-Sep-28	\$997,377	\$180,507	\$35,432	\$141,730	\$70,865	\$1,425,911
31-Jan-29	30-Sep-29	\$1,033,778	\$187,095	\$35,432	\$141,730	\$70,865	\$1,468,901
31-Jan-30	30-Sep-30	\$1,071,271	\$193,881	\$35,432	\$141,730	\$70,865	\$1,513,179
31-Jan-31	30-Sep-31	\$1,109,889	\$200,870	\$35,432	\$141,730	\$70,865	\$1,558,787
31-Jan-32	30-Sep-32	\$1,149,666	\$208,069	\$35,432	\$141,730	\$70,865	\$1,605,762
31-Jan-33	30-Sep-33	\$1,190,636	\$215,484	\$35,432	\$141,730	\$70,865	\$1,654,147
31-Jan-34	30-Sep-34	\$1,232,835	\$223,121	\$35,432	\$141,730	\$70,865	\$1,703,983
31-Jan-35	30-Sep-35	\$1,276,300	\$230,987	\$35,432	\$141,730	\$70,865	\$1,755,314
31-Jan-36	30-Sep-36	\$1,321,069	\$239,090	\$35,432	\$141,730	\$70,865	\$1,808,186
31-Jan-37	30-Sep-37	\$1,367,181	\$247,435	\$35,432	\$141,730	\$70,865	\$1,862,643
31-Jan-38	30-Sep-38	\$1,414,676	\$256,031	\$35,432	\$141,730	\$70,865	\$1,918,734
31-Jan-39	30-Sep-39	\$1,463,596	\$264,885	\$35,432	\$141,730	\$70,865	\$1,976,508
31-Jan-40	30-Sep-40	\$1,513,984	\$274,004	\$35,432	\$141,730	\$70,865	\$2,036,015
31-Jan-41	30-Sep-41	\$1,565,884	\$283,397	\$35,432	\$141,730	\$70,865	\$2,097,308
31-Jan-42	30-Sep-42	\$1,619,340	\$293,071	\$35,432	\$141,730	\$70,865	\$2,160,439
31-Jan-43	30-Sep-43	\$1,674,400	\$303,036	\$35,432	\$141,730	\$70,865	\$2,225,464
31-Jan-44	30-Sep-44	\$1,731,112	\$313,300	\$35,432	\$141,730	\$70,865	\$2,292,440
<b>Total</b>		<b>\$28,222,350</b>	<b>\$5,101,084</b>	<b>\$867,281</b>	<b>\$3,469,125</b>	<b>\$1,734,563</b>	<b>\$39,394,403</b>

MuniCap, Inc. opbox (MuniCap)\MuniCap Team Folder\tx-municap\texas\Little Elm\TIRZs\TIRZ No. 3\Project and Financing Plan\Amended\Projections\[Little Elm TIRZ No. 3 - Projection v2.5.xlsx]VII-D

27-Aug-21

<sup>1</sup>See Schedule VII-A

<sup>2</sup>See Schedule VII-B.

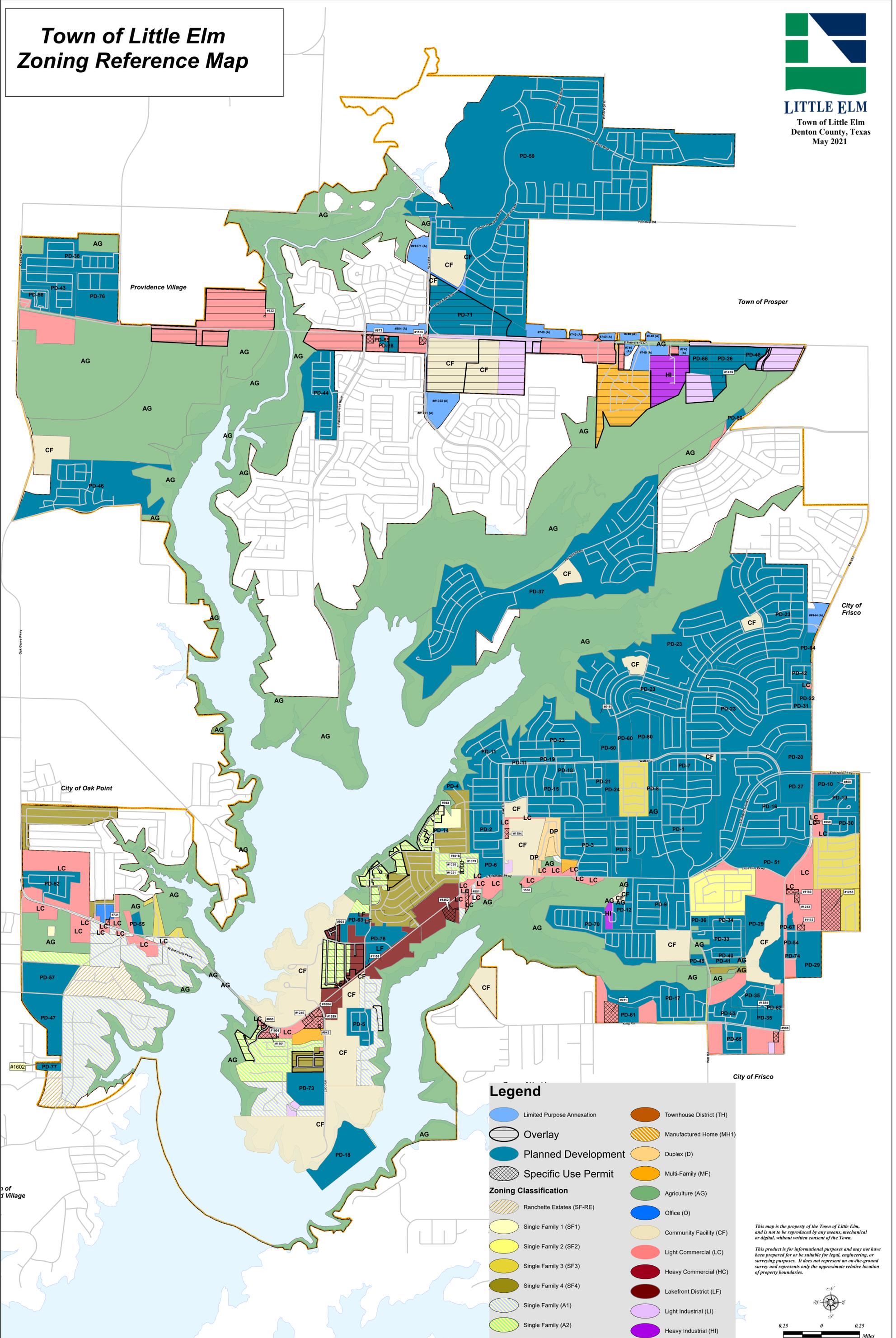
<sup>3</sup>See Schedule VII-C.

**EXHIBIT D**  
**ZONING MAP AND APPROVED USES**

# Town of Little Elm Zoning Reference Map



**LITTLE ELM**  
Town of Little Elm  
Denton County, Texas  
May 2021

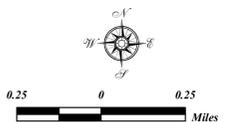


## Legend

- Limited Purpose Annexation
- Overlay
- Planned Development
- Specific Use Permit
- Zoning Classification**
- Ranchette Estates (SF-RE)
- Single Family 1 (SF1)
- Single Family 2 (SF2)
- Single Family 3 (SF3)
- Single Family 4 (SF4)
- Single Family (A1)
- Single Family (A2)
- Townhouse District (TH)
- Manufactured Home (MH1)
- Duplex (D)
- Multi-Family (MF)
- Agriculture (AG)
- Office (O)
- Community Facility (CF)
- Light Commercial (LC)
- Heavy Commercial (HC)
- Lakefront District (LF)
- Light Industrial (LI)
- Heavy Industrial (HI)

*This map is the property of the Town of Little Elm, and is not to be reproduced by any means, mechanical or digital, without written consent of the Town.*

*This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.*



**EXHIBIT E**  
**LIST OF PARCELS IN THE ZONE AND CURRENT APPRAISED VALUE**

**Town of Little Elm  
Tax Increment Reinvestment Zone No. 3**

Exhibit E-1: Current Appraised Value of the Zone

Parcel ID	Owner	Improvement		Land Description	2021 Market			2021 Taxable
		Land Acres	GSF		Value	Homestead Cap	Exemptions	
43752	HLNL PROPERTIES TX LITTLE ELM LLC	1.1000		Commercial - Unimproved	\$1,242,265	\$0	\$0	\$1,242,265
43764	LITTLE ELM ISD	9.7200		School	\$262,984	\$0	(\$262,984)	\$0
43768	LITTLE ELM RURAL HIGH SCHOOL	10.9510		School	\$2,862,153	\$0	(\$2,862,153)	\$0
43805	A W A PROPERTIES LLC	0.4407	3,630	Commercial - Improved	\$722,059	\$0	\$0	\$722,059
43812	YANGTZE RIVER REALTY LLC	0.1599		Commercial - Unimproved	\$20,895	\$0	\$0	\$20,895
44086	GUERRA, MARIA VARGAS & GUTIERREZ, CRUZ MARCELINO	0.4132	1,380	Resident Lot - Improved	\$153,432	\$0	\$0	\$153,432
44101	WARD, NICOLE M	0.2295	1,092	Resident Lot - Improved	\$121,582	\$0	\$0	\$121,582
44111	LA CROIX, BUDDIE L	0.2314		Resident Lot - Unimproved	\$33,264	\$0	\$0	\$33,264
44140	GARCIA, ELVIA CARREON	0.2387	2,944	Resident Lot - Improved	\$192,637	\$0	\$0	\$192,637
44148	LUCAS, CHARLES F	0.2405	1,136	Resident Lot - Improved	\$154,181	\$0	\$0	\$154,181
44156	LAVONCHER, MEGAN & WILLIAM	0.2442	1,644	Resident Lot - Improved	\$255,380	\$0	\$0	\$255,380
44157	SHERIDAN, SHARON	0.1745	1,158	Resident Lot - Improved	\$98,011	\$0	\$0	\$98,011
44160	STYGLES, ANDREW WAYNE & LOPEZ, MONICA GOMEZ	0.2479	1,488	Resident Lot - Improved	\$190,000	\$0	\$0	\$190,000
44162	COOK, ISABELLA JEAN	0.2460	1,344	Resident Lot - Improved	\$118,818	\$0	\$0	\$118,818
44168	RUIZ, MAXIMILIANO & GARCIA, YOLANDA M	0.2479	1,230	Resident Lot - Improved	\$135,064	\$0	\$0	\$135,064
44172	ADIS92- 112 PARK STREET LITTLE ELM LLC	0.2341	1,016	Resident Lot - Improved	\$90,477	\$0	\$0	\$90,477
44193	MORENO, JESUS & LUPE R	0.2424	1,744	Resident Lot - Improved	\$163,316	\$0	(\$10,000)	\$153,316
44201	GRIFFIN, EDWARD L & MARY J	0.2359	1,770	Resident Lot - Improved	\$167,853	\$0	(\$10,000)	\$157,853
44207	SHERRIN, JEROME	0.2296	1,224	Resident Lot - Improved	\$127,000	\$0	\$0	\$127,000
44210	HAYNES, MICHAEL & KATHERINE	0.2310	3,110	Commercial - Improved	\$510,199	\$0	\$0	\$510,199
44212	BROYLES, ALMA R	0.1147	240	Resident Lot - Improved	\$17,054	\$0	\$0	\$17,054
44216	ERECH GROUP, LLC	0.2376	1,760	Resident Lot - Improved	\$234,005	\$0	\$0	\$234,005
44220	BROYLES, ALMA R	0.1561		Resident Lot - Unimproved	\$22,440	\$0	\$0	\$22,440
44222	SMITHART, PAUL	0.2597	1,404	Resident Lot - Improved	\$147,434	\$0	(\$10,000)	\$137,434
44230	HARD, FLOYD J	0.2516	1,072	Resident Lot - Improved	\$99,653	\$0	\$0	\$99,653
44232	BROYLES, ALMA R	0.1147	600	Resident Lot - Improved	\$21,530	\$0	\$0	\$21,530
44240	BROYLES, ALMA R	0.2296	1,456	Resident Lot - Improved	\$52,825	\$0	\$0	\$52,825
44243	HALE, DOROTHY L	0.3099	1,640	Resident Lot - Improved	\$162,480	\$0	(\$10,000)	\$152,480
44247	KENDRICK, CAROL S	0.1148	1,792	Resident Lot - Improved	\$65,331	\$0	(\$10,000)	\$55,331
44251	PEREZ, RENE & MARY GALAVIZ	0.2479	1,382	Resident Lot - Improved	\$151,446	\$0	\$0	\$151,446
44253	KENDRICK, CAROL S	0.1148		Resident Lot - Unimproved	\$16,500	\$0	\$0	\$16,500
44258	PETERS, JEFFREY A & KIMBERLY J	0.2778	1,682	Resident Lot - Improved	\$76,806	\$0	\$0	\$76,806
44259	CRUZ, ANTHONY R	0.2460	1,020	Resident Lot - Improved	\$148,299	\$0	(\$10,000)	\$138,299
44269	LEMAIRE, PAUL H & CAITLIN D	0.3081	3,411	Resident Lot - Improved	\$316,000	\$0	\$0	\$316,000
44270	LITTLE ELM ECONOMIC DEVELOPMENT CORP	0.3444		Resident Lot - Exempt	\$39,107	\$0	(\$39,107)	\$0
44279	SANCHEZ, PEDRO	0.1148	1,056	Resident Lot - Improved	\$91,858	\$0	\$0	\$91,858
44281	HAMILTON, KATHRYN J	0.2424	2,114	Resident Lot - Improved	\$281,391	\$0	\$0	\$281,391
44287	LARSON, MARCELLA R	0.2424	500	Resident Lot - Improved	\$55,533	\$0	\$0	\$55,533
44288	WARD, DENNIS	0.1147		Resident Lot - Unimproved	\$16,500	\$0	\$0	\$16,500
44291	ACEVEDO, BENITO	0.2387	864	Resident Lot - Improved	\$83,340	\$0	(\$10,000)	\$73,340
44296	RUSSELL, THOMAS A	0.1147		Resident Lot - Unimproved	\$16,500	\$0	\$0	\$16,500
44298	SHERRIN, JEROME	0.2392	1,080	Resident Lot - Improved	\$134,000	\$0	\$0	\$134,000
44300	SCHMIDT, RUSSELL A	0.2524	1,090	Resident Lot - Improved	\$168,265	\$0	\$0	\$168,265
44306	LITTLE ELM, TOWN OF	0.2348		Resident Lot - Exempt	\$33,749	\$0	(\$33,749)	\$0
44311	BROYLES, ALMA R	0.2410	1,700	Resident Lot - Improved	\$51,337	\$0	\$0	\$51,337

**Town of Little Elm  
Tax Increment Reinvestment Zone No. 3**

Exhibit E-1: Current Appraised Value of the Zone

Parcel ID	Owner	Improvement		Land Description	2021 Market			2021 Taxable
		Land Acres	GSF		Value	Homestead Cap	Exemptions	Value
44318	MATALLANA, LINDA K	0.1938	1,901	Resident Lot - Improved	\$71,689	\$0	\$0	\$71,689
44326	RODOCKER, KELLY & SUSAN	0.2665		Resident Lot - Unimproved	\$36,308	\$0	\$0	\$36,308
44336	ANCA INVESTMENTS INC	0.5333	1,350	Resident Lot - Improved	\$131,132	\$0	\$0	\$131,132
44344	DANIEL, EDWARD L & NIEVA O TR MCDANIEL FAMILY REVOCABLE LIVING TR	0.4405	2,040	Resident Lot - Exempt	\$167,248	\$0	(\$167,248)	\$0
44356	HERNANDEZ-AGUILAR, DIANA PATRICIA	0.2665	1,070	Resident Lot - Improved	\$95,090	\$0	\$0	\$95,090
44362	LIGHTHOUSE BAY PROPERTIES LLC	0.2369	1,070	Resident Lot - Improved	\$91,000	\$0	\$0	\$91,000
44369	WISER, JESSICA & DAVID	0.2369	1,570	Resident Lot - Improved	\$174,650	\$0	\$0	\$174,650
44375	PINTOR, BEATRIZ	0.2387		Resident Lot - Unimproved	\$34,320	\$0	\$0	\$34,320
44381	MOSES, JOEL L & SHEBA REVOCABLE LIVING TRUST	0.8262	1,628	Resident Lot - Improved	\$145,504	\$0	\$0	\$145,504
44388	RAMIREZ, FRANK	0.2424	1,366	Resident Lot - Improved	\$159,942	\$0	\$0	\$159,942
44395	LUCAS, CHARLES F	0.2387	1,207	Resident Lot - Improved	\$151,464	\$0	\$0	\$151,464
44401	KAMY TRUST	0.2369	1,626	Resident Lot - Improved	\$50,000	\$0	\$0	\$50,000
44408	JUAREZ, JOSE F & GLORIA E	0.2350	1,080	Resident Lot - Improved	\$161,475	\$0	\$0	\$161,475
44414	HALL, JOSHUA & BRIDGET LEE	0.2443	1,018	Resident Lot - Improved	\$145,031	\$0	\$0	\$145,031
44419	SOLOMON, GAYLE J	0.2460	1,467	Resident Lot - Improved	\$150,395	\$0	(\$10,000)	\$140,395
44426	SANTANA, ISRAEL & GONZALEZ, JUANA	0.2479	2,298	Resident Lot - Improved	\$463,299	\$0	\$0	\$463,299
44436	HIGH FIVE HOMES, INC	0.2479	1,200	Resident Lot - Improved	\$40,154	\$0	\$0	\$40,154
44442	HIGH FIVE HOMES, INC	0.2526	1,458	Resident Lot - Improved	\$154,997	\$0	\$0	\$154,997
44449	ROGERS, CHARLES CONRAD & ABARBANEL, LAURA	0.2570	2,220	Resident Lot - Improved	\$397,847	\$0	(\$7,500)	\$390,347
44454	SOLEMANI, MOHAMMAD	0.2571	1,088	Resident Lot - Improved	\$125,000	\$0	\$0	\$125,000
44474	MH GENERAL CONTRACTORS LLC	0.2387	1,857	Resident Lot - Improved	\$304,999	\$0	\$0	\$304,999
44478	PRYOR, TONY	0.2594	1,140	Resident Lot - Improved	\$103,523	\$0	\$0	\$103,523
44483	WARD, DENNIS	0.2927	2,114	Resident Lot - Improved	\$260,000	(\$34,679)	(\$10,000)	\$215,321
44491	FREEMAN, DAREN W	0.2112	798	Resident Lot - Improved	\$93,658	\$0	\$0	\$93,658
44502	CASTILLON, MICHELLE & ANTHONY	0.2204	962	Resident Lot - Improved	\$85,001	\$0	\$0	\$85,001
44507	STONE, DONALD R & GAYLA E	0.2341	864	Resident Lot - Improved	\$87,784	\$0	\$0	\$87,784
44510	CORSAIR LITTLE ELM LLC	0.2501		Commercial - Unimproved	\$87,155	\$0	\$0	\$87,155
44521	PDY INVESTMENTS LLC - SERIES 405	0.5279	1,134	Resident Lot - Improved	\$153,000	\$0	\$0	\$153,000
44526	KIRK, MATTHEW TODD	0.2498	1,192	Resident Lot - Improved	\$132,173	\$0	\$0	\$132,173
44548	CICERELLO, CRAIG & MICHELLE	0.2498	1,392	Resident Lot - Improved	\$142,735	\$0	\$0	\$142,735
44552	MALDONADO, EDGAR	0.2479	1,226	Resident Lot - Improved	\$189,337	\$0	\$0	\$189,337
44555	RED ALERT PROCESS LLC	0.4940	1,253	Resident Lot - Improved	\$209,209	\$0	\$0	\$209,209
44558	BLAND, PERRY L & MARGARET	0.2442		Resident Lot - Unimproved	\$35,112	\$0	\$0	\$35,112
44582	BLAND, PERRY L & MARGARET	0.2424	1,168	Resident Lot - Improved	\$132,770	\$0	(\$10,000)	\$122,770
44594	MERLENE, JOSEPH & MAUERMANN, CRYSTAL	0.2424	1,970	Resident Lot - Improved	\$260,608	\$0	\$0	\$260,608
44598	MOSES, JOEL L	0.2938	1,880	Resident Lot - Improved	\$189,248	\$0	\$0	\$189,248
44608	RUE, ANNA	0.2314	1,080	Resident Lot - Improved	\$149,146	\$0	\$0	\$149,146
44612	GUTIERREZ, JUAN JOSE	0.2388	800	Resident Lot - Improved	\$98,622	\$0	\$0	\$98,622
45515	LITTLE ELM ECONOMIC DEVELOPMENT CORP	2.6940		Commercial - Exempt	\$771,253	\$0	(\$771,253)	\$0
45572	LITTLE ELM, TOWN OF	0.9913		Commercial - Exempt	\$172,724	\$0	(\$172,724)	\$0
45673	LITTLE ELM, TOWN OF	1.0000		Commercial - Exempt	\$159,408	\$0	(\$159,408)	\$0
45677	ANCA INVESTMENTS INC	3.2876		Commercial - Unimproved	\$773,322	\$0	\$0	\$773,322
45687	FIRST STATE BANK CELINA	1.1911	3,545	Commercial - Improved	\$1,358,788	\$0	\$0	\$1,358,788
45690	LITTLE ELM, TOWN OF	2.0000	5,265	Resident Lot - Exempt	\$837,476	\$0	(\$837,476)	\$0
46027	HLNL PROPERTIES TX LITTLE ELM LLC	0.2749	1,448	Resident Lot - Improved	\$27,400	\$0	\$0	\$27,400

**Town of Little Elm**  
**Tax Increment Reinvestment Zone No. 3**

Exhibit E-1: Current Appraised Value of the Zone

Parcel ID	Owner	Improvement		Land Description	2021 Market			2021 Taxable
		Land Acres	GSF		Value	Homestead Cap	Exemptions	Value
46364	ALTON, DHAKAA	0.2582	1,080	Resident Lot - Improved	\$140,795	\$0	\$0	\$140,795
46366	ALTON, DHAKAA J & AL JAJJOKA, IKHLAS N	0.2582	1,147	Resident Lot - Improved	\$144,919	(\$3,194)	\$0	\$141,725
46371	CALVILLO, FRANCISCO & LOUISE	0.2755	1,158	Resident Lot - Improved	\$148,009	\$0	\$0	\$148,009
46373	REYNA, JOSE ANTONIO & CABRERA, MARIA GUADALUPE TERAN	0.2755	1,941	Resident Lot - Improved	\$213,835	\$0	\$0	\$213,835
46374	CASTILLON, ANTHONY & MICHELLE	0.2754	926	Resident Lot - Improved	\$115,076	\$0	\$0	\$115,076
46375	ACEVEDO, JOSE L & MARIA S	0.2754	1,168	Resident Lot - Improved	\$131,804	\$0	\$0	\$131,804
46377	HARD, BOBBY J	0.2755	952	Resident Lot - Improved	\$125,448	(\$834)	(\$10,000)	\$114,614
46378	AMERITEK GROUP LLC	0.2755	984	Resident Lot - Improved	\$123,897	(\$728)	(\$10,000)	\$113,169
46380	MAY, GERALD F	0.2754	1,064	Resident Lot - Improved	\$127,512	(\$972)	(\$10,000)	\$116,540
46381	GUERRERO, ANDRES GONZALEZ	0.2754	1,100	Resident Lot - Improved	\$150,629	\$0	\$0	\$150,629
46383	HARP, BILLY J	0.2755	830	Resident Lot - Improved	\$111,986	\$0	\$0	\$111,986
46384	FIRST STATE BANK CELINA	0.0860		Commercial - Unimproved	\$37,462	\$0	\$0	\$37,462
46385	DICKSON, SUSAN R	0.2984	1,514	Resident Lot - Improved	\$169,211	(\$5,272)	\$0	\$163,939
46386	WHITE, MEGAN E	0.2984	1,383	Resident Lot - Improved	\$215,373	\$0	\$0	\$215,373
46388	MALLOY, CHRISTOPHER DAVID	0.2984	1558	Resident Lot - Improved	\$206,572	(\$8,307)	\$0	\$198,265
46389	VARELA, CHARLES E	0.2984	1,664	Resident Lot - Improved	\$179,209	(\$1,121)	\$0	\$178,088
46391	JORDAN, ROBBIN RENEE	0.2984	1,062	Resident Lot - Improved	\$172,246	\$0	\$0	\$172,246
46395	AMERITEK GROUP LLC	0.2984	2,034	Resident Lot - Improved	\$182,980	\$0	\$0	\$182,980
46397	JACOB, JOHN M	0.2984	996	Resident Lot - Improved	\$126,782	\$0	\$0	\$126,782
46398	MARTINEZ, ASUNCION	0.2984	1,070	Resident Lot - Improved	\$139,884	(\$290)	\$0	\$139,594
46401	LAKEVIEW LITTLE ELM LP P	1.1000	17,930	Multi-Family	\$503,311	\$0	\$0	\$503,311
46404	BUTTON MEMORIAL METHODIST CHURCH	0.2374		Commercial - Exempt	\$165,456	\$0	(\$165,456)	\$0
46406	PENALOZA, JOAQUIN	0.3443	2,215	Resident Lot - Improved	\$253,096	\$0	\$0	\$253,096
46408	ACEVEDO, JOSE L	0.3444	1,280	Resident Lot - Improved	\$141,746	(\$2,596)	\$0	\$139,150
46411	ELDER, JAMES & CAMMIE	0.3443	1,300	Resident Lot - Improved	\$160,242	(\$2)	\$0	\$160,240
46419	WAKIL INVESTMENTS LTD	2.8889		Commercial - Unimproved	\$251,680	\$0	\$0	\$251,680
46420	ZAMORA, CARLOS A	0.3443	1,736	Resident Lot - Improved	\$169,523	(\$3,320)	\$0	\$166,203
46429	BRAN, EDI	0.3443	1,545	Resident Lot - Improved	\$209,006	(\$8,143)	\$0	\$200,863
46434	MARTINEZ, ALEJANDRA & SERGIO MERCADO SANCHEZ & PEREZ, JOE ALBERT	0.3444	1,277	Resident Lot - Improved	\$217,846	\$0	\$0	\$217,846
46442	LITTLE ELM ECONOMIC DEVELOPMENT CORP	0.9328		Commercial - Exempt	\$487,593	\$0	(\$487,593)	\$0
46445	LITTLE ELM, TOWN OF	1.0322		Commercial - Exempt	\$179,851	\$0	(\$179,851)	\$0
46448	NEW LIFE TABERNACLE INC	0.2986		Commercial - Exempt	\$156,084	\$0	(\$156,084)	\$0
46451	NEW LIFE TABERNACLE INC	1.2760		Commercial - Exempt	\$666,991	\$0	(\$666,991)	\$0
46452	ANDHI INVESTMENTS LLC	0.2341	5,132	Commercial - Improved	\$812,139	\$0	\$0	\$812,139
46454	LITTLE ELM ECONOMIC DEVELOPMENT CORP	0.9786	1,008	Resident Lot - Exempt	\$512,350	\$0	(\$512,350)	\$0
46458	LITTLE ELM, TOWN OF	0.5437		Commercial - Exempt	\$189,469	\$0	(\$189,469)	\$0
46459	ANDHI INVESTMENTS LLC	0.3444		Commercial - Unimproved	\$197,445	\$0	\$0	\$197,445
46487	LITTLE ELM ECONOMIC DEVELOPMENT CORP	0.3557		Commercial - Exempt	\$185,928	\$0	(\$185,928)	\$0
46491	LITTLE ELM ECONOMIC DEVELOPMENT CORP	1.1591		Commercial - Exempt	\$605,880	\$0	(\$605,880)	\$0
46496	LITTLE ELM ECONOMIC DEVELOPMENT CORP	0.0550		Commercial - Exempt	\$28,800	\$0	(\$28,800)	\$0
46500	LITTLE ELM, TOWN OF	0.1791		Commercial - Exempt	\$93,600	\$0	(\$93,600)	\$0
46505	LITTLE ELM ECONOMIC DEVELOPMENT CORP	0.7380		Commercial - Exempt	\$385,767	\$0	(\$385,767)	\$0
46545	LITTLE ELM, TOWN OF	0.3444		Commercial - Exempt	\$150,000	\$0	(\$150,000)	\$0
46594	DJJ RANCH LLC	0.3444	2,000	Commercial - Improved	\$329,113	\$0	\$0	\$329,113
66388	LITTLE ELM ISD	10.0600		School	\$2,629,284	\$0	(\$2,629,284)	\$0

**Town of Little Elm  
Tax Increment Reinvestment Zone No. 3**

Exhibit E-1: Current Appraised Value of the Zone

Parcel ID	Owner	Improvement		Land Description	2021 Market			2021 Taxable Value
		Land Acres	GSF		Value	Homestead Cap	Exemptions	
66391	LITTLE ELM ISD	4.7350		School	\$1,237,542	\$0	(\$1,237,542)	\$0
66394	LITTLE ELM RURAL HIGH SCHOOL	9.0490		School	\$2,365,044	\$0	(\$2,365,044)	\$0
67198	CLARK, TERRY & CAROLYN E	0.2582	1,537	Resident Lot - Improved	\$171,618	(\$1,040)	(\$10,000)	\$160,578
67199	XU, PENG & SUN, XIAOPING	0.2233	1,695	Resident Lot - Improved	\$126,438	\$0	\$0	\$126,438
78210	CORSAIR LITTLE ELM LLC	3.2500	39,474	Commercial - Improved	\$5,554,921	\$0	\$0	\$5,554,921
78639	LITTLE ELM ISD	1.0000		School	\$29,500	\$0	(\$29,500)	\$0
84521	100 HARDWICKE LLC	0.3589	7,538	Commercial - Improved	\$750,000	\$0	\$0	\$750,000
85597	OWEN, STEVEN	0.2582	1,677	Resident Lot - Improved	\$174,000	\$0	\$0	\$174,000
85605	VILLARREAL, SERGIO	0.2984	1,080	Resident Lot - Improved	\$130,638	\$0	\$0	\$130,638
85614	KAMY REAL ESTATE TRUST	0.2984	1,242	Resident Lot - Improved	\$155,005	\$0	\$0	\$155,005
85640	FREEMAN, ELSIE L	0.2754	1,120	Resident Lot - Improved	\$148,552	\$0	\$0	\$148,552
99044	HLNL PROPERTIES TX LITTLE ELM LLC	0.0600		Commercial - Unimproved	\$13,070	\$0	\$0	\$13,070
100137	WARD, DENNIS	0.1147		Resident Lot - Unimproved	\$16,500	\$0	\$0	\$16,500
102519	LEWALLEN, WILLIAM F & LANA M REVOCABLE TRUST	0.2203	1,776	Resident Lot - Improved	\$166,948	\$0	\$0	\$166,948
102792	ELIXSON, MICHAEL	0.2350	1,245	Resident Lot - Improved	\$103,472	(\$2,010)	\$0	\$101,462
107639	MORALE, RENDY	0.2582	1,099	Resident Lot - Improved	\$140,071	\$0	\$0	\$140,071
113169	LITTLE ELM, TOWN OF	12.3607	20,000	Commercial - Exempt	\$7,659,969	\$0	(\$7,659,969)	\$0
114301	ERECH GROUP, LLC	0.4827		Commercial - Unimproved	\$252,317	\$0	\$0	\$252,317
122478	LITTLE ELM, TOWN OF	2.9330		Resident Lot - Exempt	\$340,492	\$0	(\$340,492)	\$0
122686	PALLADIUM LITTLE ELM PHASE II LTD	0.0170		Resident Lot - Exempt	\$8,886	\$0	(\$8,886)	\$0
123821	NAFAL, MARWAN	0.2582	1,403	Resident Lot - Improved	\$205,666	\$0	\$0	\$205,666
124279	ZAMORA, JOSE A	0.2025	1,185	Resident Lot - Improved	\$117,161	\$0	\$0	\$117,161
126135	PINTOR, JULIO	0.1860	1,320	Resident Lot - Improved	\$97,489	\$0	\$0	\$97,489
126662	SHERRIN, LA VAUGHN	0.1860	1,080	Resident Lot - Improved	\$121,000	\$0	\$0	\$121,000
131490	LITTLE ELM ECONOMIC DEVELOPMENT CORP	0.8407		Resident Lot - Exempt	\$439,451	\$0	(\$439,451)	\$0
145937	TUCICH, PAUL J	0.2012	2,000	Resident Lot - Improved	\$239,662	\$0	\$0	\$239,662
145940	ARELLANO, RAUL & MARTINA	0.1924	1,458	Resident Lot - Improved	\$195,457	\$0	\$0	\$195,457
145944	CRONYN, KEVIN M & KAREN L	0.1924	1,172	Resident Lot - Improved	\$268,920	(\$8,770)	(\$10,000)	\$250,150
145947	RAMIREZ, JOSE L	0.1924	1,172	Resident Lot - Improved	\$268,920	\$0	\$0	\$268,920
145949	LARA, GLORIA	0.1924	1,480	Resident Lot - Improved	\$181,713	(\$10,599)	(\$10,000)	\$161,114
145952	BUTTON MEMORIAL METHODIST CHURCH	0.1924		Resident Lot - Exempt	\$33,528	\$0	(\$33,528)	\$0
152320	HAMMER-N-HEELS LLC	0.1148	1,120	Resident Lot - Improved	\$91,715	\$0	(\$10,000)	\$81,715
152914	USA CORP OF ENGINEERS	0.4100		Commercial - Exempt	\$16,400	\$0	(\$16,400)	\$0
153049	ESPINOZA, DIONISIO	0.2860	1,266	Resident Lot - Improved	\$181,920	(\$6,224)	\$0	\$175,696
158191	BUTTON MEMORIAL METHODIST CHURCH	0.3444		Commercial - Exempt	\$240,000	\$0	(\$240,000)	\$0
158192	CORWIN, PETER JOHN & JUDY SPENCE	0.3444	1,617	Resident Lot - Improved	\$134,598	\$0	(\$10,000)	\$124,598
158193	LITTLE ELM, TOWN OF	0.3650	2,400	Commercial - Exempt	\$218,286	\$0	(\$218,286)	\$0
158206	USA CORP OF ENGINEERS	0.3500		Commercial - Exempt	\$14,000	\$0	(\$14,000)	\$0
164422	HLNL PROPERTIES TX LITTLE ELM LLC	0.7490	30,406	Commercial - Improved	\$1,242,265	\$0	\$0	\$1,242,265
172240	FIRST STATE BANK CELINA	0.2459		Commercial - Unimproved	\$107,114	\$0	\$0	\$107,114
176558	LITTLE ELM ISD	12.7730	40,830	School	\$6,809,412	\$0	(\$6,809,412)	\$0
184668	LITTLE ELM ECONOMIC DEVELOPMENT CORP	1.5378		Commercial - Exempt	\$803,839	\$0	(\$803,839)	\$0
184840	SCOMA, KELLI SAUNDERS & STEVEN G	1.2030		Commercial - Unimproved	\$282,976	\$0	\$0	\$282,976
184849	RIASHE MANAGEMENT LLC	0.2332	1,311	Resident Lot - Improved	\$109,819	\$0	\$0	\$109,819
189090	STORE MASTER FUNDING VI LLC	1.9930	6,708	Commercial - Improved	\$1,731,282	\$0	\$0	\$1,731,282

**Town of Little Elm**  
**Tax Increment Reinvestment Zone No. 3**

Exhibit E-1: Current Appraised Value of the Zone

Parcel ID	Owner	Improvement		Land Description	2021 Market			2021 Taxable
		Land Acres	GSF		Value	Homestead Cap	Exemptions	
205812	UNITED STATES POSTAL SERVICE	1.9773	10,120	Commercial - Exempt	\$1,619,633	\$0	(\$1,619,633)	\$0
229293	LITTLE ELM, TOWN OF	0.3140		Commercial - Exempt	\$88,906	\$0	(\$88,906)	\$0
237525	BUTTON MEMORIAL METHODIST CHURCH	1.4080		Unimproved Lot - Exempt	\$122,665	\$0	(\$122,665)	\$0
237700	ELDORADO RETAIL LLC	1.8630		Commercial - Unimproved	\$649,216	\$0	\$0	\$649,216
237702	SPIRIT MASTER FUNDING X LLC	0.8390	1,440	Commercial - Improved	\$642,133	\$0	\$0	\$642,133
239515	LITTLE ELM, TOWN OF	1.7457		Commercial - Exempt	\$912,504	\$0	(\$912,504)	\$0
241580	WARD, DENNIS	0.2927	864	Resident Lot - Improved	\$48,000	\$0	\$0	\$48,000
245489	BUTTON MEMORIAL METHODIST CHURCH	1.0790		Commercial - Exempt	\$329,007	\$0	(\$329,007)	\$0
255429	TACO BROTHERS LLC	0.7600	2,590	Commercial - Improved	\$605,393	\$0	\$0	\$605,393
259833	RULE 76 LLC	0.7600	2,582	Commercial - Improved	\$683,298	\$0	\$0	\$683,298
309865	210 MAIN STREET LLC	1.5175	21,180	Multi-Family	\$2,044,313	\$0	\$0	\$2,044,313
309866	AJRO REAL ESTATE INVESTMENTS LLC	2.4827		Commercial - Unimproved	\$324,438	\$0	\$0	\$324,438
331101	TEXAS DEPARTMENT OF TRANSPORTATION	0.0703		Commercial - Exempt	\$12,249	\$0	(\$12,249)	\$0
331121	TEXAS DEPARTMENT OF TRANSPORTATION	0.0543		Commercial - Exempt	\$23,653	\$0	(\$23,653)	\$0
334865	BUTTON MEMORIAL METHODIST CHURCH	0.5710		Commercial - Exempt	\$198,982	\$0	(\$198,982)	\$0
334867	BUTTON MEMORIAL METHODIST CHURCH	1.3700	17,344	Commercial - Exempt	\$1,918,106	\$0	(\$1,918,106)	\$0
336777	TEXAS DEPARTMENT OF TRANSPORTATION	0.0089		Commercial - Exempt	\$3,877	\$0	(\$3,877)	\$0
338529	LITTLE ELM, TOWN OF	0.1960		Commercial - Exempt	\$59,764	\$0	(\$59,764)	\$0
464396	LITTLE ELM CHURCH OF CHRIST	0.9030	2,400	Commercial - Exempt	\$648,530	\$0	(\$648,530)	\$0
464617	LITTLE ELM, TOWN OF	0.0970		Commercial - Exempt	\$16,901	\$0	(\$16,901)	\$0
466689	LAKSHMI INVESTMENT PROPERTIES LLC	1.8700	11,678	Commercial - Improved	\$3,100,000	\$0	\$0	\$3,100,000
496687	LITTLE ELM, TOWN OF	9.0680	74,476	Commercial - Exempt	\$11,751,014	\$0	(\$11,751,014)	\$0
498465	LITTLE ELM, TOWN OF	0.0520		Right Of Way	\$18,121	\$0	(\$18,121)	\$0
498466	LITTLE ELM, TOWN OF	0.4950		Right Of Way	\$172,498	\$0	(\$172,498)	\$0
498467	LITTLE ELM, TOWN OF	0.0970		Right Of Way	\$16,901	\$0	(\$16,901)	\$0
498468	LITTLE ELM, TOWN OF	0.0690		Right Of Way	\$18,034	\$0	(\$18,034)	\$0
498469	TEXAS DEPARTMENT OF TRANSPORTATION	0.0435		Right Of Way	\$13,264	\$0	(\$13,264)	\$0
499462	LITTLE ELM, TOWN OF	0.1289		Right Of Way	\$56,149	\$0	(\$56,149)	\$0
499468	LITTLE ELM, TOWN OF	0.0241		Right Of Way	\$10,498	\$0	(\$10,498)	\$0
529989	LITTLE ELM CHAMBER OF COMMERCE	0.0000		Commercial - Exempt	\$3,105	\$0	(\$3,105)	\$0
536593	LITTLE ELM, TOWN OF	0.0550		Right Of Way	\$100	\$0	(\$100)	\$0
560109	LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION	0.4410		Commercial - Exempt	\$230,520	\$0	(\$230,520)	\$0
560110	LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION	0.1040		Commercial - Exempt	\$54,363	\$0	(\$54,363)	\$0
560111	PALLADIUM LITTLE ELM PHASE II LTD	5.0600		Commercial - Exempt	\$1,763,304	\$0	(\$1,763,304)	\$0
561015	LITTLE ELM, TOWN OF	0.3300		Commercial - Exempt	\$86,249	\$0	(\$86,249)	\$0
565302	TEXAS DEPARTMENT OF TRANSPORTATION	0.0059		Right Of Way	\$100	\$0	(\$100)	\$0
565303	TEXAS DEPARTMENT OF TRANSPORTATION	0.0774		Right Of Way	\$100	\$0	(\$100)	\$0
566138	LITTLE ELM, TOWN OF	0.1880		Unimproved Lot - Exempt	\$20,473	\$0	(\$20,473)	\$0
580139	TEXAS DEPARTMENT OF TRANSPORTATION	0.0070		Right Of Way	\$100	\$0	(\$100)	\$0
580140	TEXAS DEPARTMENT OF TRANSPORTATION	0.2560		Right Of Way	\$89,211	\$0	(\$89,211)	\$0
580141	TEXAS DEPARTMENT OF TRANSPORTATION	0.0240		Right Of Way	\$8,364	\$0	(\$8,364)	\$0
614418	TEXAS DEPARTMENT OF TRANSPORTATION	0.0026		Right Of Way	\$500	\$0	(\$500)	\$0
650305	LAKEHILL SHOPPING CENTER LLC	0.7540	3,220	Commercial - Improved	\$560,000	\$0	\$0	\$560,000
652911	SCGX-LAKE SHORE CROSSING LLC	1.7070	17,447	Commercial - Improved	\$3,800,000	\$0	\$0	\$3,800,000
658666	DOLGENCORP OF TEXAS INC	1.1200	8,000	Commercial - Improved	\$775,000	\$0	\$0	\$775,000

**Town of Little Elm**  
**Tax Increment Reinvestment Zone No. 3**

Exhibit E-1: Current Appraised Value of the Zone

Parcel ID	Owner	Improvement		Land Description	2021 Market			2021 Taxable
		Land Acres	GSF		Value	Homestead Cap	Exemptions	
659892	ANCA INVESTMENTS INC	0.6260	5,421	Commercial - Improved	\$590,000	\$0	\$0	\$590,000
660164	LITTLE ELM ECONOMIC DEVELOPMENT CORP	1.7130		Commercial - Exempt	\$746,183	\$0	(\$746,183)	\$0
660165	LITTLE ELM ECONOMIC DEVELOPMENT CORP	2.8990		Commercial - Exempt	\$1,262,804	\$0	(\$1,262,804)	\$0
660166	LITTLE ELM ECONOMIC DEV CORP & TOWN OF LITTLE ELM	9.0510		Commercial - Exempt	\$3,942,616	\$0	(\$3,942,616)	\$0
661804	LAKSHMI INVESTMENT PROPERTIES LLC	3.9070	31,058	Commercial - Improved	\$5,400,000	\$0	\$0	\$5,400,000
661805	LAKE CITY HOLDINGS LLC	0.7540	4,896	Commercial - Improved	\$1,305,131	\$0	\$0	\$1,305,131
661859	LITTLE ELM ECONOMIC DEVELOPMENT CORP	7.2160		Commercial - Exempt	\$3,771,948	\$0	(\$3,771,948)	\$0
682082	KIM, KACY & KYUNG	0.7470	1,028	Resident Lot - Improved	\$113,144	\$0	\$0	\$113,144
682083	LAKEHILL SHOPPING CENTER LLC	1.7270		Commercial - Unimproved	\$601,825	\$0	\$0	\$601,825
682084	JOHNNY JOE'S HOLDINGS, LLC	1.9250	8,986	Commercial - Improved	\$1,767,979	\$0	\$0	\$1,767,979
682649	LITTLE ELM HULA HUT, LLC	0.0000	6,978	Commercial - Improved	\$1,350,000	\$0	\$0	\$1,350,000
682650	AMERICA'S CABLE PARK GROUP, LLC		4,052	Commercial - Improved	\$398,325	\$0	\$0	\$398,325
682651	AMERICA'S CABLE PARK GROUP LLC		4,686	Commercial - Improved	\$642,057	\$0	\$0	\$642,057
702687	PALLADIUM USA		277,945	Multi-Family	\$31,500,000	\$0	\$0	\$31,500,000
724394	LITTLE ELM ECONOMIC DEVELOPMENT CORP	0.4950		Commercial - Exempt	\$172,498	\$0	(\$172,498)	\$0
726398	TORRES, C ELAINE	0.2536	3,031	Resident Lot - Improved	\$573,183	(\$72,683)	\$0	\$500,500
959527	HIGH FIVE HOMES, INC	0.1300	2,343	Resident Lot - Unimproved	\$18,687	\$0	\$0	\$18,687
959528	HIGH FIVE HOMES, INC	0.1300	2,640	Resident Lot - Unimproved	\$88,866	\$0	\$0	\$88,866
961919	LIGHTHOUSE BAY PROPERTIES LLC	0.1173		Resident Lot - Unimproved	\$16,856	\$0	\$0	\$16,856
961920	LIGHTHOUSE BAY PROPERTIES LLC	0.1168		Resident Lot - Unimproved	\$16,794	\$0	\$0	\$16,794
964305	PALLADIUM LITTLE ELM PHASE II LTD	0.3320		Commercial - Exempt	\$115,695	\$0	(\$115,695)	\$0
964304	PALLADIUM LITTLE ELM PHASE II LTD	4.8110		Commercial - Unimproved	\$1,676,537	\$0	\$0	\$1,676,537
964303	PALLADIUM LITTLE ELM PHASE II LTD	0.1300		Commercial - Exempt	\$67,954	\$0	(\$67,954)	\$0
470646	GRAYHAWK LEASING LLC			Commercial - Unimproved	\$12,691	\$0	\$0	\$12,691
961917	LIGHTHOUSE BAY PROPERTIES LLC	0.1198		Resident Lot - Unimproved	\$17,219	\$0	\$0	\$17,219
961918	LIGHTHOUSE BAY PROPERTIES LLC	0.1194		Resident Lot - Unimproved	\$17,157	\$0	\$0	\$17,157
<b>TOTAL</b>		<b>216.9803</b>	<b>870,827</b>		<b>\$155,915,039</b>	<b>(\$170,784)</b>	<b>(\$62,494,447)</b>	<b>\$93,249,808</b>

*Town of Little Elm*

*Tax Increment Reinvestment Zone No. 3*

Exhibit E.2: Current Appraised Value Summary by Property Category

<b>Sq. Ft/ Units</b>	<b>Count</b>	<b>Land Description</b>	<b>Market Value</b>	<b>Homestead Cap</b>	<b>Exemptions</b>	<b>Taxable Value</b>
214,576	23	Commercial - Improved	\$34,630,082	\$0	\$0	\$34,630,082
	16	Commercial - Unimproved	\$6,530,408	\$0	\$0	\$6,530,408
	46	Commercial - Exempt	\$43,151,663	\$0	(\$43,151,663)	\$0
278	3	Multi-Family	\$34,047,624	\$0	\$0	\$34,047,624
	116	Resident Lot - Improved	\$17,996,955	(\$170,784)	(\$187,500)	\$17,638,671
	15	Resident Lot - Unimproved	\$403,023	\$0	\$0	\$403,023
	9	Resident Lot - Exempt	\$2,412,287	\$0	(\$2,412,287)	\$0
	14	Right of Way	\$403,940	\$0	(\$403,940)	\$0
	7	School	\$16,195,919	\$0	(\$16,195,919)	\$0
	2	Unimproved Lot - Exempt	\$143,138	\$0	(\$143,138)	\$0
<b>Total</b>	<b>251</b>		<b>\$155,915,039</b>	<b>(\$170,784)</b>	<b>(\$62,494,447)</b>	<b>\$93,249,808</b>

**EXHIBIT F**  
**PROJECT COSTS AND DESCRIPTIONS**

**Town of Little Elm**  
**Tax Increment Reinvestment Zone No. 3**

**Exhibit F-1: Updated Project Costs**

No.	Project Description	Estimated Cost	Projected Timeline or Status
1	Lakefront Storm Sewer	\$350,000	In progress
2	Lakefront Plazas and Public parking	\$2,000,000	In progress
3	Main Street	\$5,000,000	Completed
4	Clark Street	\$1,000,000	Completed
5	Lakefront Parking at Hula Hut	\$3,000,000	Completed
6	Landscaping	\$10,000,000	On going
7	Comprehensive Lighting Lakefront	\$2,000,000	In progress
8	Park Improvements at Water Tower -The Lawn	\$2,500,000	2023-24
9	Event Center	\$6,000,000	2027-30
10	Rec Center	\$6,000,000	Completed
11	Rec Center Expansion	\$6,000,000	Completed
12	Property Acquisition and Improvements	\$50,000,000	On going
13	Little Elm Park -Swim Beach	\$4,000,000	Completed
14	Beard Park/ Maintenance and improvements	\$5,000,000	On going
15	Trails	\$3,000,000	On going
16	Cottonwood Park - Phase I	\$5,000,000	In Design
17	Cottonwood Park - Future Phases	\$17,000,000	2027-32
18	Lakefront Trail	\$6,000,000	Completed
19	Little Elm Park Future Development	\$19,000,000	In Design
20	Website -Marketing	\$3,000,000	On going
21	Shuttle	\$600,000	On going
22	Banners	\$600,000	On going
23	Beach Sand	\$900,000	On going
24	Lakefront Lighting Project	\$500,000	on going
25	Electrical Boxes	\$50,000	On going
26	Special Events Sponsorships/ Administration	\$3,000,000	On going
27	Public Safety Services	\$15,000,000	2027-32
28	Signage/ Placemaking	\$3,000,000	On going
29	Lakefront parking lot expansion	\$3,330,000	On going
30	Cove Expansion	\$22,000,000	2027-32
31	Button Street	\$1,500,000	Completed
32	Woodrow Circle	\$515,000	In progress
33	Main Street traffic light	\$500,000	2023-24
34	Youth Sports Improvements	\$7,000,000	2022-24
35	The Cove	\$24,000,000	Completed
36	Charging Station	\$80,000	2021
<b>Total</b>		<b>\$238,425,000</b>	

Note: As provided by EDC as of 8/27/21

<b>Summary by Project Status</b>	
Completed	\$56,500,000
On going	\$82,980,000
In progress	\$4,865,000
In Design	\$24,000,000
Future	\$70,080,000
<b>Total</b>	<b>\$238,425,000</b>

***Town of Little Elm***  
***Tax Increment Reinvestment Zone No. 3***

**Exhibit F-2: Public Infrastructure - Description and Projected Funding Sources**

Item	Description	Funding Source
1	Storm Sewer needs through Lakefront	Bond
2	Gathering areas in Lakefront	General Fund/Bond
3	Reconstruction of Main Street: Lobo Lane to FM 720	Bond (May 2009)
4	Reconstruction of Main Street to Eldorado Parkway	General Fund
5	Internal Public Streets: Parking/ Drives	Bond (November 2013)
6	Landscaping in Lakefront	Future General Fund
7	Lighting along the Public Streets in Lakefront	Future General Fund
8	Providing landscaping, trees, equipment in Lakefront	Future General Fund
9	Meeting places for events (\$200-\$300 per square foot 10,000 SF)	Future General Fund
10	Gathering place for community events/ Rec Center	Bond (May 2009)
11	Additional Fitness Equipment & Gymnasium	Bond (CDC/General Fund)
12	Land acquisition for Lakefront	Capital Loan
13	Expansion of Swim Beach at Little Elm Park	Bond (2013)
14	Expansion & Preservation of Beard Park	Bond (2013)
15	Expansion of Trail System in Lakefront	Bond
16	Pavilion, Parking lot, Utilities, Restroom, Trails	Future Bond
17	Extension of Trail System	Bond/Grant
18	Camping Area and Cabins	Future Bond
19	Promoting Lakefront	General Fund
20	Provide transportation within Lakefront	General Fund
21	Promote district boundaries and branding	General Fund
22	Maintain beach amenity	General Fund
23	Designate Lakefront district	General Fund
24	Branding Lakefront district	General Fund
25	Events to draw patrons into Lakefront area for tourism	General Fund
26	Provide safe environment for citizens and tourist in Lakefront	General Fund

*Note: As provided by EDC as of 8/27/21*

**EXHIBIT G**  
**PLANNED DEVELOPMENT**

**TOWN OF LITTLE ELM**

**ORDINANCE NO. 1562**

**AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, HEREOF AMENDED, BY ISSUING A PLANNED DEVELOPMENT - LAKEFRONT (PD-LF) TO ALLOW FOR THE CONSTRUCTION OF A MIXED-USE DEVELOPMENT WITH MODIFIED DEVELOPMENT STANDARDS TO INCLUDE MULTIFAMILY, RESTAURANT, AND COMMERCIAL USES ON APPROXIMATELY 28.31 ACRES OF LAND CURRENTLY ZONED LAKEFRONT DISTRICT (LF), GENERALLY LOCATED ON THE NORTH SIDE OF ELDORADO PARKWAY (FM 720), EAST AND WEST OF THE MAIN STREET AND ELDORADO PARKWAY (FM 720) INTERSECTION, PROVIDING THAT THIS PLANNED DEVELOPMENT IS ESTABLISHED SUBJECT TO CERTAIN CONDITIONS AS SET FORTH HEREIN; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, Chapter 106 (Zoning) of the Little Elm Code of Ordinances requires a Planned Development be granted by Town Council in order to legally operate and occupy the subject property with a mixed-use development with modified development standards to include multifamily, restaurant, and commercial uses while it is zoned Planned Development-Lakefront district (PD-LF); and

**WHEREAS**, a request for a Planned Development-Lakefront District (PD-LF) with a mixed-use development with modified development standards to include multifamily, restaurant, and commercial uses has been submitted by the Little Elm Economic Development Corporation on approximately 28.31 acres of land currently zoned Planned Development-Lakefront (PD-LF), more specifically described on the Location Map, attached hereto; and

**WHEREAS**, the Town Council and the Planning & Zoning Commission of the Town of Little Elm, in compliance with the laws of the State of Texas and the ordinances of the Town of Little Elm, have given the required notices and held the required public hearings

and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof regarding the requested specific use permit described herein; and

**WHEREAS**, after due deliberations and consideration of the recommendation of the Planning & Zoning Commission and any other information and materials received at the public hearing, the Town Council of the Town of Little Elm, Texas, has determined that the requested Planned Development-Lakefront District (PD-LF) with a mixed-use development with modified development standards to include multifamily, restaurant, and commercial uses would be in the interest of public health, safety and welfare of the citizens of the Town of Little Elm.

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

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

**SECTION 2. ZONING AMENDMENT.** That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by amending a **Planned Development-Lakefront District (PD-LF)** with a mixed-use development with modified development standards to include multifamily, restaurant, and commercial uses to the property generally located on the north side of Eldorado Parkway (FM 720), east and west of the Main Street and Eldorado Parkway (FM 720) intersection, Little Elm, Denton County, Texas, an approximately 28.31 acre tract of land more particularly described on the Location Map, attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

**SECTION 3. CONDITIONS.** The permitted uses and standards shall be in accordance with the Lakefront (LF) zoning district, unless otherwise specified herein:

1. Permitted Uses:

- a. Dwelling, Multi-Family is a permitted use.

2. Required for Hotel Uses:

- a. Hotel Conference Space and Full Service Bar

- i. Definition: A building or group of buildings designed for and occupied as a temporary abiding place of individuals with access to the rooms from an indoor corridor and providing six or more room units where customary services such as linen, maid service, telephone, and upkeep of furniture are provided for a daily fee. Additionally, this use shall have a minimum 600 square foot conference space with a full service rooftop bar/patio serving beer, wine, and liquor.

3. Prohibited Uses
  - a. Uses not permitted by right, or by Conditional Use as outlined in the Zoning Ordinance's Schedule of Uses (Sec. 106.05.01) are prohibited. Major waivers for such uses shall not be granted.
4. Lakefront District Waivers of Design Standards – developments within this Planned Development, unless noted otherwise, are exempt from having to obtain approval via major waiver for the following items:
  - a. Required retail construction – development to the west of Lakefront Drive within this Planned Development is exempt from this requirement.
  - b. Block Face – developments within this Planned Development are exempt from this requirement.
  - c. Exceeding the maximum leasable area – Development within this Planned Development is exempt from this requirement.
  - d. Residential at-grade design standards – Development within this Planned Development is exempt from this requirement.
5. Phasing – The phasing of the overall development within this Planned Development shall adhere to the associated Development Agreement, as amended, for the property.
6. Density for multi-family (including mixed-use residential) units – A maximum total of 650 units may be constructed within this Planned Development.
7. Architectural Design - The intent of the Lakefront District is to create an attractive and active Lakefront Town style district; and the size, disposition, function and design of buildings play an important role in achieving that goal.
  - a. Permitted Exterior Materials:
    - i. Masonry – Brick and Stone
    - ii. Non-masonry – 3-Step stucco, cementitious fiberboard, tile, metal, and glass.
    - iii. Accent – Architectural concrete block with integrated color, metal, EIFS, and wood. These materials are limited (individually or combined) to 20 percent of any façade.
    - iv. Parking Garage – exposed concrete is permitted.
  - b. Prohibited Exterior Materials:
    - i. Vinyl, cinderblock, other aggregate finished surfaces.
  - c. Exterior Façade Colors and Materials – proposed exterior colors and percentage-use of materials for structures within this Planned Development shall be subject to review and approval by the Development Services Director.
  - d. Structures associated with the Park – the design and building materials for structures associated with the park portion of the property within the Planned

Development shall be subject to review and approval by the Development Services Director.

8. Landscaping - proposed landscaping must be in conformance with both the Lakefront zoning district standards and the general Landscape and Tree Preservation (Sec. 106.06) of the Zoning Ordinance with the following exception:
  - a. Perimeter Landscaping and Palm Trees – Required “large canopy” trees within Right-of-Way landscape buffers, or adjacent to a street, shall consist of Palm trees suitable for the North Texas climate.
  - b. One palm tree shall be planted for each 30 linear feet or fraction thereof of street frontage, inclusive of driveways.
  - c. Encourage additional palm trees to be planted on the existing Phase 1 property of the development along the south side of Main Street to be compatible with the required planting of palm trees associated with Phase 2 of the development along the north side of Main Street.
9. Screening - Construction of the required 8-foot masonry screening wall along the entire northern property boundary between the subject property and the Lakewood Estates residential subdivision shall be required with each individual development that shares the common boundary as outlined in the associated developer’s agreement, as amended.
10. Signs – All proposed signage within this Planned Development District are subject to the review and approval of the Development Services Director.
  - a. Super graphics – super graphics are large-scale painted or applied decorative art used over walls and facades to create an illusion of expanded or altered space.
    - i. Permitted only to be attached to the exposed facades of parking garages.
  - b. Off-Premise Signage – proposed off-premise signage is subject to the review and approval of the Development Services Director.
  - c. Additional Signage Considerations – At the discretion of the Development Services Director or its designee, may approve additional signage types that incorporates the unique character and innovated design elements related to the development.

---

**SECTION 4. SAVINGS.** This Ordinance shall be cumulative of all other ordinances of the Town, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

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

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

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

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

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

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

The Town of Little Elm, Texas



David Hillock, Mayor

ATTEST:

  
Kathy Phillips, Town Secretary



# TOWN OF LITTLE ELM TOWN COUNCIL

August 18, 2020

## OVERVIEW

<b>Project</b>	Palladium Planned Development Amendment (20-PD-005)
<b>P&amp;Z Hearing</b>	08/06/2020
<b>Council Hearing</b>	08/18/2020
<b>Request</b>	A request to amend the Palladium Planned Development (Planned Development Ordinance No. 1489)
<b>Size</b>	Approximately 28.31 acres
<b>Current Zoning</b>	Planned Development-Lakefront (PD-LF)
<b>Proposed Use</b>	Commercial
<b>Existing Use</b>	Partially Developed
<b>Applicant</b>	Jennette Killingsworth-Espinosa – Little Elm EDC
<b>Owner</b>	Little Elm EDC

## Location

The subject property is generally located on the north side of Eldorado Parkway, east and west of the Main Street and Eldorado Parkway intersection, within Little Elm's town limits.

## Planning Analysis

The Palladium Mixed Use project dates back to 2013 when the Little Elm Economic Development Corporation initially entered into a 380 Economic Development Program Agreement (accompanied with a Ground Lease Purchase Agreement) with Palladium USA International, Inc. The agreement imposed certain requirements on both the developer and on the Town that is tied to the development of Phase 1 of the overall project.

Phase 1 of the development began construction in 2015 which includes 242 multifamily residential units and a 6,000 square foot commercial/retail structure located at the northwest

corner of Main Street and Eldorado Parkway (FM 720).

An amended Development Agreement for Phase 2 of the project was approved by Town Council in November 2018 which broke that phase of the project up into several areas with relative requirements and timing-mechanisms assigned to both the Town and the Developer that reflects the Little Elm Economic Development Corporation's current intent regarding the overall development of the Palladium Mixed-Use project. In the initial stages of drafting the amended agreement for Phase 2, the Little Elm Economic Development Corporation asked Planning Staff to assist in the review of the amended agreement to assure the associated language, once adopted, will be compatible with the Town's Zoning Ordinance and Comprehensive Plan. This was assured with the execution of Planned Development (PD) Ordinance 1489.

From the time PD Ordinance 1489 was created, certain changes have been requested which will require an amendment to the PD along with another amendment to the associated Development Agreement for Phase 2. Changes include updated elevations showing new design elements and colors associated with the mixed use project, an additional story added to the multifamily development on the west side of Lakefront Drive, the removal of the corner leasing office/exercise facility formerly planned at the northeast corner of Lakefront Drive and Main Street, and changes to the stipulations as outlined below.

## Recommended Action

The Planning & Zoning Commission recommended approval of the proposed Planned Development amendment by a vote of 8-0 per the following (proposed additions and strikeouts shown in red):

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

1. Permitted Uses:

- a. Dwelling, Multi-Family is a permitted use.

2. Required for Hotel Uses:

- b. Hotel Conference Space and Full Service Bar

- i. Definition: A building or group of buildings designed for and occupied as a temporary abiding place of individuals with access to the rooms from an indoor corridor and providing six or more room units where customary services such as linen, maid service, telephone, and upkeep of furniture are provided for a daily fee. Additionally, this use shall have a minimum 600 square foot conference space with a full service rooftop bar/patio serving beer, wine, and liquor.

### 3. Prohibited Uses

- a. Uses not permitted by right, or by Conditional Use as outlined in the Zoning Ordinance's Schedule of Uses (Sec. 106.05.01) are prohibited. Major waivers for such uses shall not be granted.

### 4. Lakefront District Waivers of Design Standards – developments within this Planned Development, unless noted otherwise, are exempt from having to obtain approval via major waiver for the following items:

- a. Required retail construction – development to the west of Lakefront Drive within this Planned Development is exempt from this requirement.
- b. Block Face – developments within this Planned Development are exempt from this requirement.
- c. Exceeding the maximum leasable area – Development within this Planned Development is exempt from this requirement.
- d. Residential at-grade design standards – Development within this Planned Development is exempt from this requirement.

### 5. Phasing – The phasing of the overall development within this Planned Development shall adhere to the associated Development Agreement, as amended, for the property.

### 6. Density for multi-family (including mixed-use residential) units – A maximum total of 650 units may be constructed within this Planned Development.

### 7. Architectural Design - The intent of the Lakefront District is to create an attractive and active Lakefront Town style district; and the size, disposition, function and design of buildings play an important role in achieving that goal.

#### a. Permitted Exterior Materials:

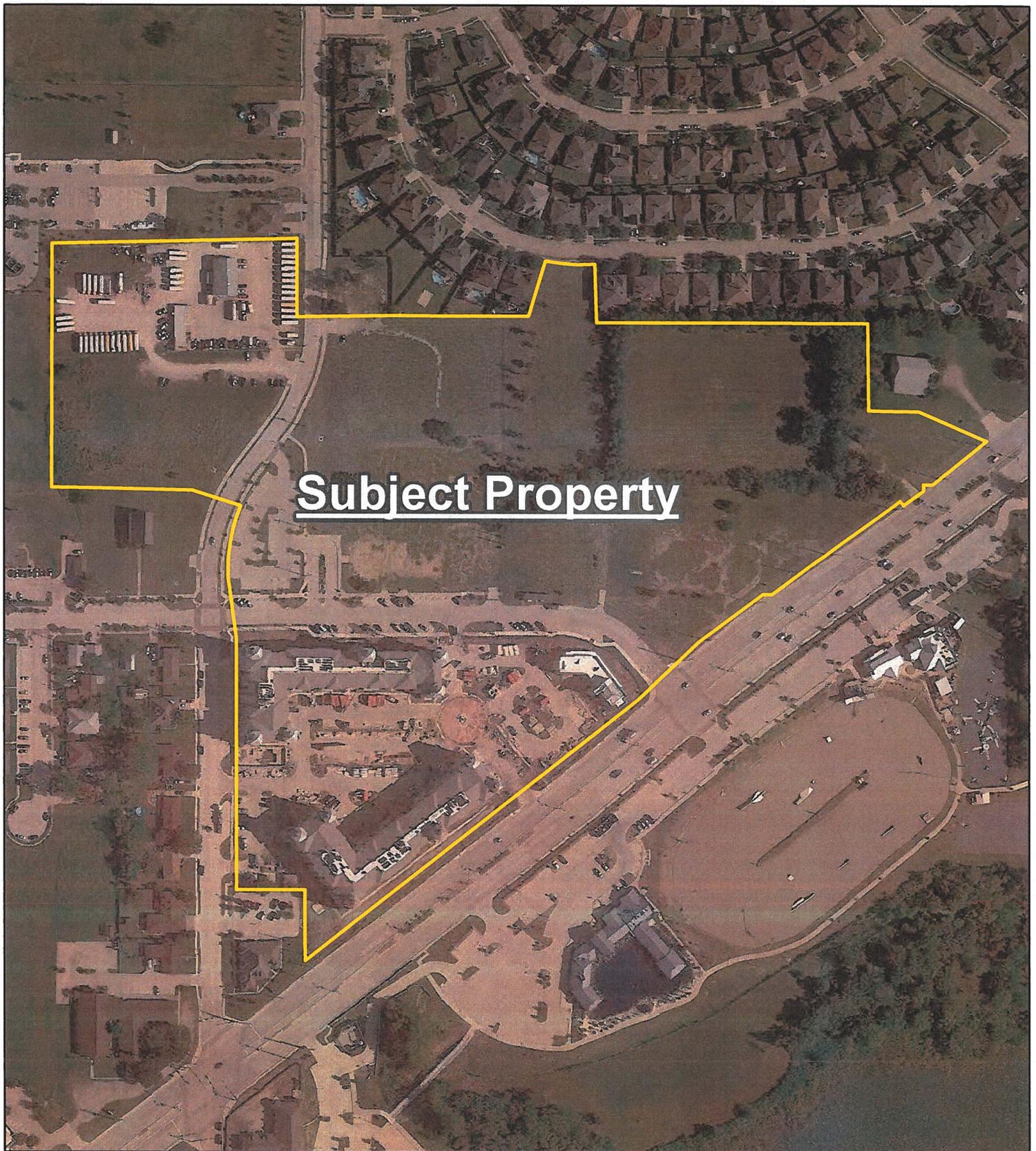
- i. Masonry – Brick and Stone
- ii. Non-masonry – 3-Step stucco, cementitious fiberboard, tile, metal, and glass.
- iii. Accent – Architectural concrete block with integrated color, metal, EIFS, and wood. These materials are limited (individually or combined) to 20 percent of any façade.
- iv. **Parking Garage – exposed concrete is permitted.**

#### b. Prohibited Exterior Materials:

- i. Vinyl, cinderblock, other aggregate finished surfaces.

#### c. Exterior Façade Colors and Materials – proposed exterior colors and percentage-use of materials for structures within this Planned Development shall be subject to review and approval by the Development Services Director.

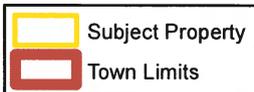
- d. Structures associated with the Park – the design and building materials for structures associated with the park portion of the property within the Planned Development shall be subject to review and approval by the Development Services Director.
8. Landscaping - proposed landscaping must be in conformance with both the Lakefront zoning district standards and the general Landscape and Tree Preservation (Sec. 106.06) of the Zoning Ordinance with the following exception:
    - a. Perimeter Landscaping and Palm Trees – Required “large canopy” trees within Right-of-Way landscape buffers, or adjacent to a street, shall consist of Palm trees suitable for the North Texas climate.
    - b. One palm tree shall be planted for each 30 linear feet or fraction thereof of street frontage, inclusive of driveways.
    - c. Encourage additional palm trees to be planted on the existing Phase 1 property of the development along the south side of Main Street to be compatible with the required planting of palm trees associated with Phase 2 of the development along the north side of Main Street.
  9. Screening - Construction of the required 8 foot masonry screening wall along the entire northern property boundary between the subject property and the Lakewood Estates residential subdivision shall be required with each ~~phase of the individual development that shares the common boundary as outlined in the associated developer's agreement, as amended. Phase 1 shall include construction of the 8 foot masonry screening wall from Lakefront Drive along the entire northern boundary to the western property line of the park. Phase 2 shall include construction of the 8 foot masonry screening wall from the eastern property line of the park along the entire northern boundary to the edge of the subject tract outlined in the developer's agreement.~~
  10. Signs – All proposed signage within this Planned Development District are subject to the review and approval of the Development Services Director.
    - a. Super graphics – super graphics are large-scale painted or applied decorative art used over walls and facades to create an illusion of expanded or altered space.
      - i. Permitted only to be attached to the exposed facades of parking garages.
    - b. Off-Premise Signage – proposed off-premise signage is subject to the review and approval of the Development Services Director.
    - c. Additional Signage Considerations – At the discretion of the Development Services Director or its designee, may approve additional signage types that incorporates the unique character and innovated design elements related to the development.



**Subject Property**



**Palladium**



0 90 180 360  
Ft

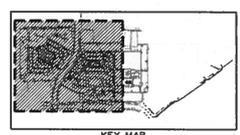
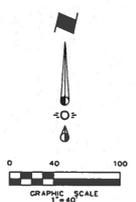
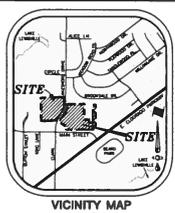
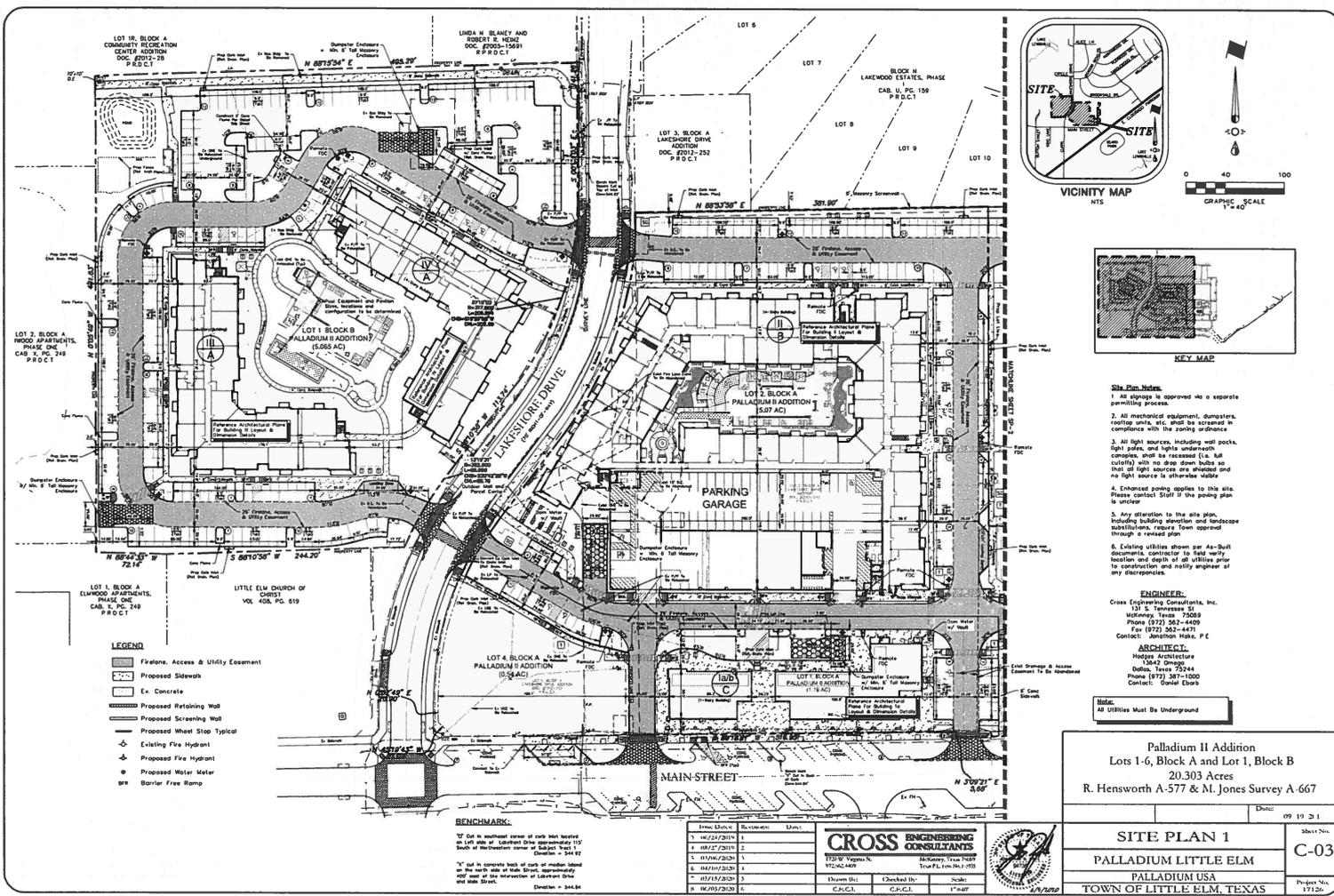


**Town of Little Elm**  
**Denton County, Tx**  
Date: 1/24/2019



*This map is the property of the Town of Little Elm, and is not to be reproduced by any means, mechanical or digital, without written consent of the Town.*

*This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.*



- Site Plan Notes:**
- All signage to be approved via a separate permitting process.
  - All mechanical equipment, dumpsters, rooftop units, etc. shall be screened in compliance with the zoning ordinance.
  - All light sources, including wall packs, light poles, and signs underneath canopies, shall be recessed (i.e. full cutoff) with no down glow. No light sources are shaded and no light source is otherwise hidden.
  - Enhanced paving applies to this site. Please contact SITE1 if the paving plan is unclear.
  - Any alteration to the site plan, including building elevation and landscape substitutions, require Town approval through a re-submittal.
  - Existing utilities shown per As-Built documents. Contractor to field verify location and depth of all utilities prior to construction and notify engineer of any discrepancies.

**ENGINEER:**  
 Cross Engineering Consultants, Inc.  
 131 S. Tennessee St.  
 Midway, Texas 75003  
 Phone (972) 562-4400  
 Fax (972) 562-4471  
 Contact: Jonathan Hale, P.E.

**ARCHITECT:**  
 Hodges Architecture  
 3641 Orange  
 Dallas, Texas 75244  
 Phone (972) 387-1000  
 Contact: Daniel Elms

**Note:**  
 All Utilities Must Be Underground

- LEGEND**
- Fictive, Access & Utility Easment
  - Proposed Sidewalk
  - Ex. Concrete
  - Proposed Retaining Wall
  - Proposed Screening Wall
  - Proposed Wheel Stop Typical
  - Existing Fire Hydrant
  - Proposed Fire Hydrant
  - Proposed Water Meter
  - Barrier Free Ramp

**BENCHMARK:**  
 \* Lot in southeast corner of curb lot located on Lot 10 of Lakeshore Drive approximately 117' South of Northeast corner of Subject Tract (Elevation = 344.87)  
 \* Lot in concrete back of curb of median island on the north side of Lake Street, approximately 400' West of the intersection of Lakeshore Drive and Lake Street (Elevation = 344.84)

Date/Drawn	Revised/Checked	By/By
1. 06/24/2010	1.	
2. 06/27/2010	2.	
3. 07/06/2010	1.	
4. 04/17/2010	2.	
5. 06/02/2010	1.	

**CROSS ENGINEERING CONSULTANTS**  
 131 S. Tennessee St.  
 Midway, Texas 75003  
 Phone (972) 562-4400  
 Fax (972) 562-4471  
 Contact: Jonathan Hale, P.E.



Palladium II Addition  
 Lots 1-6, Block A and Lot 1, Block B  
 20.303 Acres  
 R. Hensworth A-577 & M. Jones Survey A-667

**SITE PLAN 1**

PALLADIUM LITTLE ELM

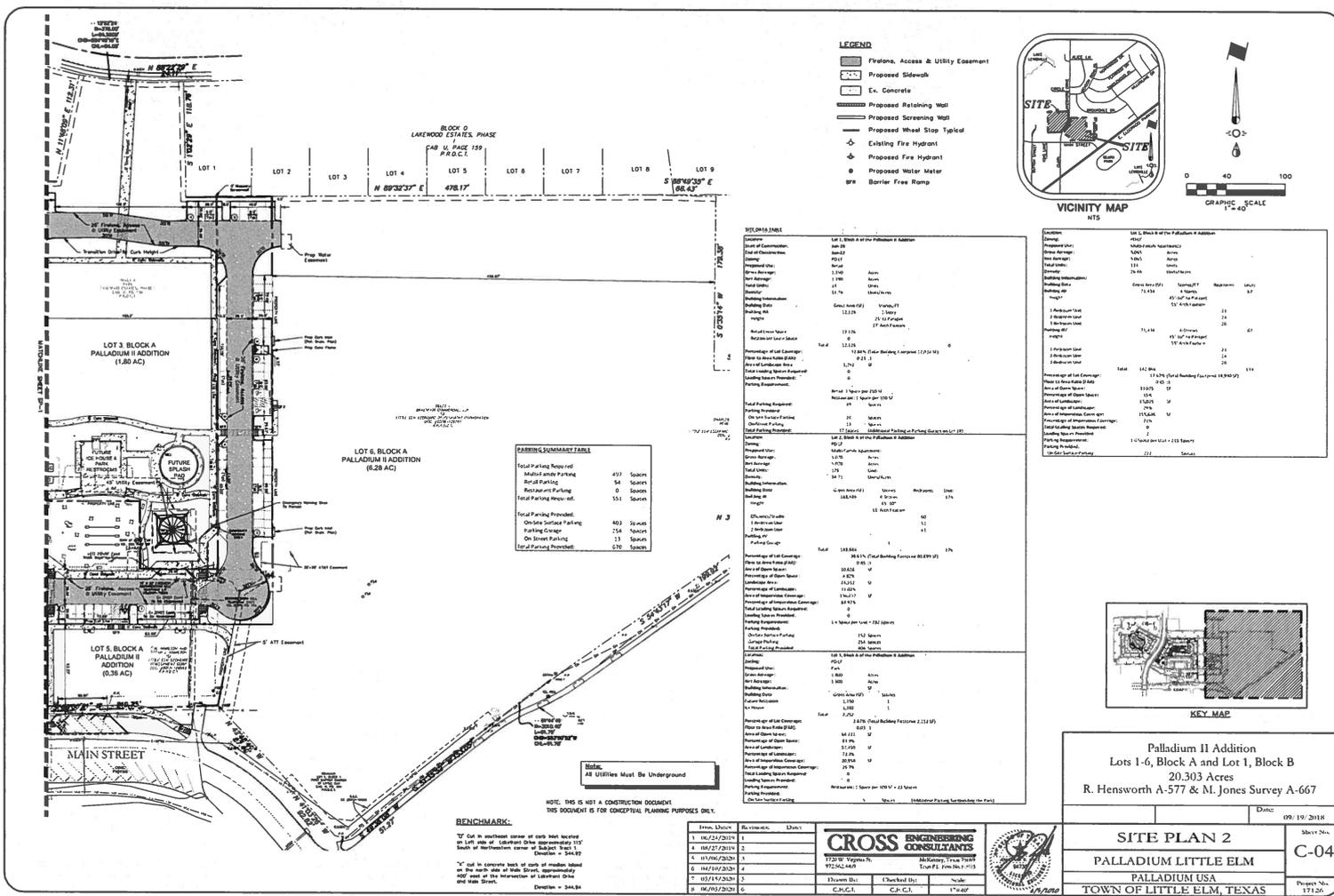
PALLADIUM USA

TOWN OF LITTLE ELM, TEXAS

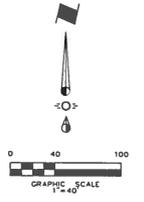
Date: 09.19.2011

Sheet No. C-03

Project No. 17722



- LEGEND**
- ▭ Pavement, Access & Utility Easement
  - ▭ Proposed Sidewalk
  - ▭ Ex. Concrete
  - ▭ Proposed Retaining Wall
  - ▭ Proposed Screening Wall
  - ▭ Proposed Wheel Stop Typical
  - ⊕ Existing Fire Hydrant
  - ⊕ Proposed Fire Hydrant
  - ⊕ Proposed Water Meter
  - ▭ Barrier Free Ramp



**PARKING SUMMARY TABLE**

Total Parking Required	437 Spaces
Medical Office Parking	54 Spaces
Retail Parking	54 Spaces
Recreation Parking	6 Spaces
Total Parking Provided	551 Spaces
On-Street Surface Parking	403 Spaces
Parking Garage	254 Spaces
On Street Parking	23 Spaces
Total Parking Provided	620 Spaces

**SITE DATA TABLE**

Lot 1, Block A of the Palladium II Addition	4,800 sq ft
Lot 2, Block A of the Palladium II Addition	4,800 sq ft
Lot 3, Block A of the Palladium II Addition	4,800 sq ft
Lot 4, Block A of the Palladium II Addition	4,800 sq ft
Lot 5, Block A of the Palladium II Addition	4,800 sq ft
Lot 6, Block A of the Palladium II Addition	4,800 sq ft
Lot 7, Block A of the Palladium II Addition	4,800 sq ft
Lot 8, Block A of the Palladium II Addition	4,800 sq ft
Lot 9, Block A of the Palladium II Addition	4,800 sq ft
Lot 1, Block B of the Palladium II Addition	4,800 sq ft

**Summary Table 1**

Lot 1, Block B of the Palladium II Addition	4,800 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft
Lot 2, Block B of the Palladium II Addition	4,800 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft
Lot 3, Block B of the Palladium II Addition	4,800 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft
Lot 4, Block B of the Palladium II Addition	4,800 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft
Lot 5, Block B of the Palladium II Addition	4,800 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft
Lot 6, Block B of the Palladium II Addition	4,800 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft
Lot 7, Block B of the Palladium II Addition	4,800 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft
Lot 8, Block B of the Palladium II Addition	4,800 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft
Lot 9, Block B of the Palladium II Addition	4,800 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft

**Summary Table 2**

Lot 1, Block B of the Palladium II Addition	4,800 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft
Lot 2, Block B of the Palladium II Addition	4,800 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft
Lot 3, Block B of the Palladium II Addition	4,800 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft
Lot 4, Block B of the Palladium II Addition	4,800 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft
Lot 5, Block B of the Palladium II Addition	4,800 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft
Lot 6, Block B of the Palladium II Addition	4,800 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft
Lot 7, Block B of the Palladium II Addition	4,800 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft
Lot 8, Block B of the Palladium II Addition	4,800 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft
Lot 9, Block B of the Palladium II Addition	4,800 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft

**Summary Table 3**

Lot 1, Block B of the Palladium II Addition	4,800 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft
Lot 2, Block B of the Palladium II Addition	4,800 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft
Lot 3, Block B of the Palladium II Addition	4,800 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft
Lot 4, Block B of the Palladium II Addition	4,800 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft
Lot 5, Block B of the Palladium II Addition	4,800 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft
Lot 6, Block B of the Palladium II Addition	4,800 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft
Lot 7, Block B of the Palladium II Addition	4,800 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft
Lot 8, Block B of the Palladium II Addition	4,800 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft
Lot 9, Block B of the Palladium II Addition	4,800 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft	1,200 sq ft

**NOTE:** All Utilities Must Be Underground

**BENCHMARK:** THIS IS NOT A CONSTRUCTION DOCUMENT. THIS DOCUMENT IS FOR CONCEPTUAL PLANNING PURPOSES ONLY.

Date	Revised	By
11/16/2018	1	...
11/16/2018	2	...
11/16/2018	3	...
11/16/2018	4	...
11/16/2018	5	...
11/16/2018	6	...
11/16/2018	7	...
11/16/2018	8	...

**CROSS ENGINEERING CONSULTANTS**

11111 Highway 70, Suite 1000, Dallas, TX 75243

Phone: (214) 343-1111

www.cross-engineering.com



Palladium II Addition  
Lots 1-6, Block A and Lot 1, Block B  
20.303 Acres  
R. Hensworth A-577 & M. Jones Survey A-667

**SITE PLAN 2**

**PALLADIUM LITTLE ELM**

**PALLADIUM USA**

TOWN OF LITTLE ELM, TEXAS

Date: 09/19/2018

Sheet No: C-04

Project No: 17126

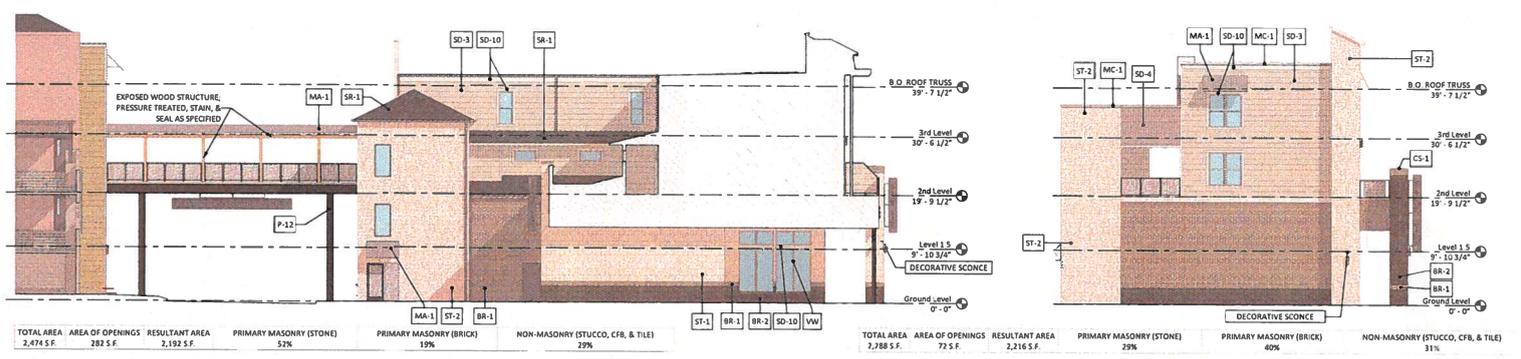




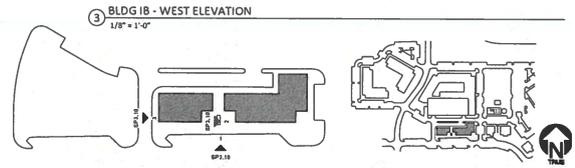




1 BLDG IA - SOUTH ELEVATION  
1/8" = 1'-0"



2 BLDG IA - WEST ELEVATION  
1/8" = 1'-0"



3 BLDG IB - WEST ELEVATION  
1/8" = 1'-0"

NOTE:  
1. ALL MECHANICAL EQUIPMENT WILL BE SCREENED PER TOWN STANDARDS (INCLUDING ROOFS)  
2. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED ON ALL SIDES FROM PUBLIC VIEW AT A POINT SIX FEET ABOVE GROUND LEVEL OF THE PROPERTY LINE. IF PARAPET DOES NOT ACCOMPLISH THIS SCREENING, A MASONRY SCREENING WALL EQUAL TO THE HEIGHT OF THE EQUIPMENT SHALL BE PROVIDED.



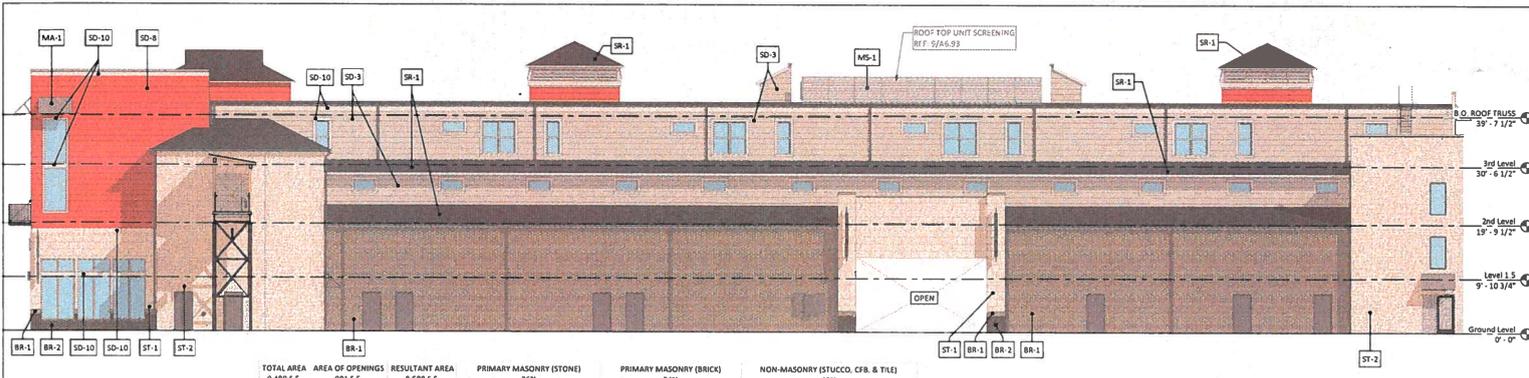
THE DISTRICT IN LITTLE ELM

MAIN STREET & LAKESHORE DRIVE

BLDG I - EXTERIOR ELEVATIONS

DATE: 06.09.2020

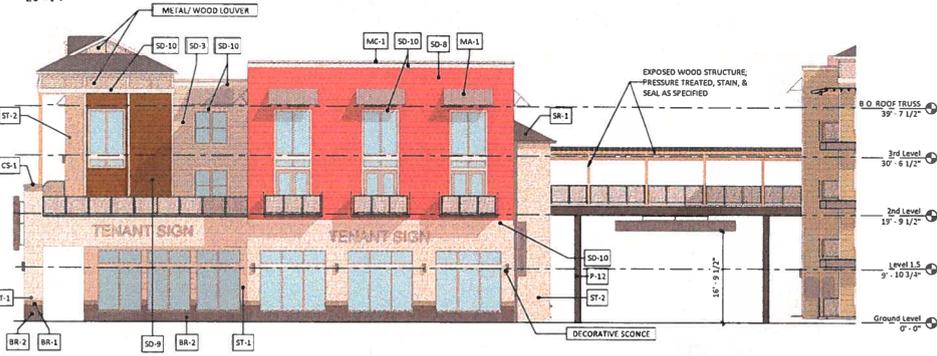
SP3.10  
SCHEME/VERSION:  
PROJECT NUMBER:  
17044-01



1 BLDG IA - NORTH ELEVATION

1/8" = 1'-0"

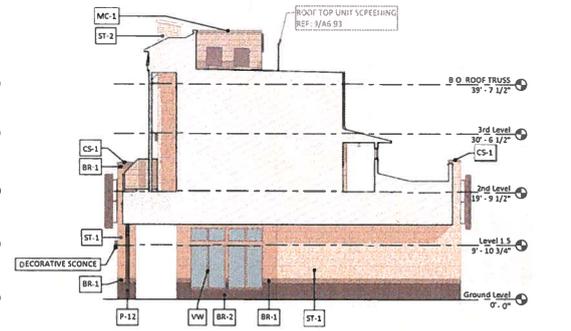
TOTAL AREA	AREA OF OPENINGS	RESULTANT AREA	PRIMARY MASONRY (STONE)	PRIMARY MASONRY (BRICK)	NON-MASONRY (STUCCO, CFB, & TILE)
9,489 S.F.	901 S.F.	8,588 S.F.	26%	34%	40%



2 BLDG 1A - EAST ELEVATION

1/8" = 1'-0"

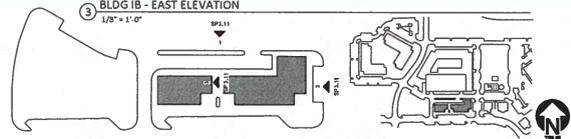
- NOTE:
1. ALL MECHANICAL EQUIPMENT WILL BE SCREENED PER TOWN STANDARDS (INCLUDING ROOFS)
  2. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED ON ALL SIDES FROM PUBLIC VIEW AT A POINT SIX FEET ABOVE GROUND LEVEL OF THE PROPERTY LINE. IF PARAPET DOES NOT ACCOMPLISH THIS SCREENING, A MASONRY SCREENING WALL EQUAL TO THE HEIGHT OF THE EQUIPMENT SHALL BE PROVIDED.



3 BLDG IB - EAST ELEVATION

1/8" = 1'-0"

TOTAL AREA	AREA OF OPENINGS	RESULTANT AREA	PRIMARY MASONRY (STONE)	PRIMARY MASONRY (BRICK)	NON-MASONRY (STUCCO, CFB, & TILE)
985 S.F.	133 S.F.	836 S.F.	65%	23%	12%



**HODGES**  
ARCHITECTS  
1100 MAIN STREET, SUITE 200  
LITTLE ROCK, AR 72202  
PH: 501-661-1100  
WWW.HODGESARCHITECTS.COM

THE DISTRICT IN LITTLE ELM

MAIN STREET & LAKESHORE DRIVE

BLDG I - EXTERIOR ELEVATIONS

DATE 06.09.2020

SP3.11  
SCHEME/VERSION  
PROJECT NUMBER  
17044-01

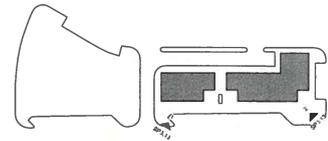


① PERSPECTIVE VIEW



② PERSPECTIVE VIEW

- NOTE:
1. ALL MECHANICAL EQUIPMENT WILL BE SCREENED PER TOWN STANDARDS (INCLUDING ROOFS)
  2. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED ON ALL SIDES FROM PUBLIC VIEW AT A POINT SIX FEET ABOVE GROUND LEVEL OF THE PROPERTY LINE. IF PARAPET DOES NOT ACCOMPLISH THIS SCREENING, A MASONRY SCREENING WALL EQUAL TO THE HEIGHT OF THE EQUIPMENT SHALL BE PROVIDED



THESE ARCHITECTURAL DRAWINGS ARE THE PROPERTY OF HODGES CONSULTING GROUP, INC. AND ARE NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF HODGES CONSULTING GROUP, INC. ANY UNAUTHORIZED USE OF THESE DRAWINGS IS STRICTLY PROHIBITED. HODGES CONSULTING GROUP, INC. IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THESE DRAWINGS. THE USER OF THESE DRAWINGS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. HODGES CONSULTING GROUP, INC. IS NOT RESPONSIBLE FOR ANY DAMAGE TO PERSONS OR PROPERTY ARISING FROM THE USE OF THESE DRAWINGS. HODGES CONSULTING GROUP, INC. IS NOT RESPONSIBLE FOR ANY CONSTRUCTION COSTS OR DELAYS ARISING FROM THE USE OF THESE DRAWINGS. HODGES CONSULTING GROUP, INC. IS NOT RESPONSIBLE FOR ANY OTHER COSTS OR DELAYS ARISING FROM THE USE OF THESE DRAWINGS. HODGES CONSULTING GROUP, INC. IS NOT RESPONSIBLE FOR ANY OTHER COSTS OR DELAYS ARISING FROM THE USE OF THESE DRAWINGS.



THE DISTRICT IN LITTLE ELM

MAIN STREET & LAKESHORE DRIVE

BLDG I - PERSPECTIVE VIEWS	SP3.13 SCHEME/VERSION
	PROJECT NUMBER: 17044-01
DATE: 06.09.2020	



TOTAL AREA	AREA OF OPENINGS	RESULTANT AREA	PRIMARY MASONRY (STONE)	PRIMARY MASONRY (BRICK)	NON-MASONRY (STUCCO, CFB, & TILE)
12,646 S.F.	4,132 S.F.	8,514 S.F.	17%	7%	81%

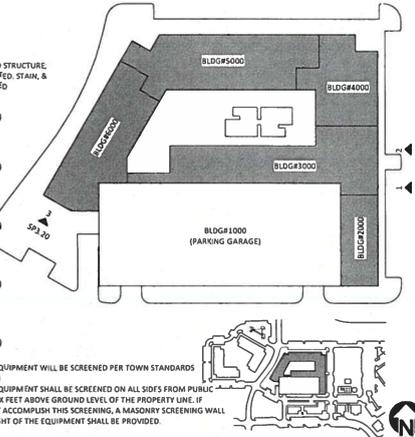
TOTAL AREA	AREA OF OPENINGS	RESULTANT AREA	PRIMARY MASONRY (STONE)	PRIMARY MASONRY (BRICK)	NON-MASONRY (STUCCO, CFB, & TILE)
2,037 S.F.	449 S.F.	1,588 S.F.	0%	0%	100%

1 EAST ELEVATION - BLDG II  
1/8" = 1'-0"

3 SOUTH END ELEVATION - BLDG II  
1/8" = 1'-0"



2 EAST ELEVATION - BLDG II  
1/8" = 1'-0"



- NOTE:
1. ALL MECHANICAL EQUIPMENT WILL BE SCREENED PER TOWN STANDARDS (INCLUDING ROOFS)
  2. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED ON ALL SIDES FROM PUBLIC VIEW AT A POINT SIX FEET ABOVE GROUND LEVEL OF THE PROPERTY LINE. IF PARADEY DOES NOT ACCOMPLISH THIS SCREENING, A MASONRY SCREENING WALL EQUAL TO THE HEIGHT OF THE EQUIPMENT SHALL BE PROVIDED.

**HODGES**  
ARCHITECTS  
1000 N. WINDYBROOK DRIVE  
LITTLE ROCK, AR 72114  
501.223.1100  
www.hodgesarchitects.com

THE DISTRICT IN LITTLE ELM

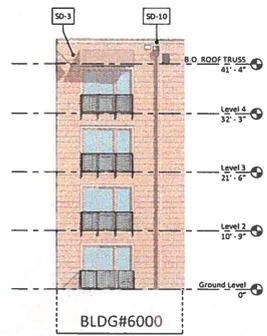
MAIN STREET & LAKESHORE DRIVE, LITTLE ELM, TX

BLDG II - EXTERIOR ELEVATIONS	SP3.20 SCHEME/VERSION:
DATE 06.09.2020	PROJECT NUMBER: 17044-02



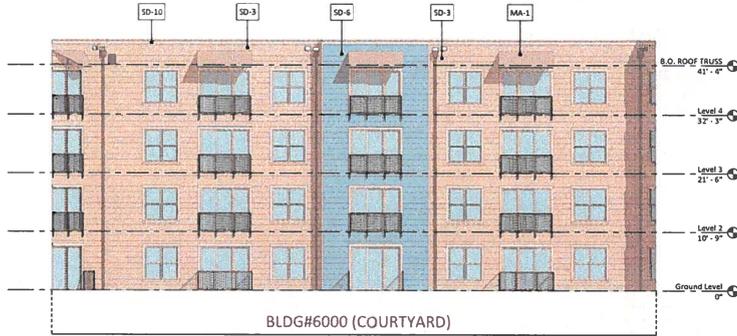
TOTAL AREA	AREA OF OPENINGS	RESULTANT AREA	PRIMARY MASONRY (STONE)	PRIMARY MASONRY (BRICK)	NON MASONRY (STUCCO, CFB, & TILE)
11,736 S.F.	3,456 S.F.	8,280 S.F.	9%	0%	91%

1 WEST ELEVATION - BLDG II  
1/8" = 1'-0"



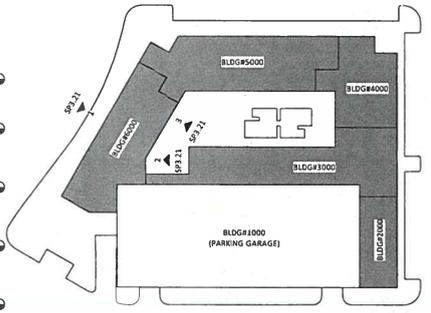
TOTAL AREA	AREA OF OPENINGS	RESULTANT AREA	PRIMARY MASONRY (STONE)
850 S.F.	285 S.F.	565 S.F.	0%
			100%

2 WEST COURTYARD ELEVATION - BLDG II  
1/8" = 1'-0"



TOTAL AREA	AREA OF OPENINGS	RESULTANT AREA	PRIMARY MASONRY (STONE)	PRIMARY MASONRY (STONE)	NON-MASONRY (STUCCO, CFB, & TILE)
4,366 S.F.	1,430 S.F.	2,936 S.F.	0%	0%	100%

3 WEST COURTYARD ELEVATION - BLDG II  
1/8" = 1'-0"



- NOTE:
1. ALL MECHANICAL EQUIPMENT WILL BE SCREENED PER TOWN STANDARDS (INCLUDING ROOFS).
  2. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED ON ALL SIDES FROM PUBLIC VIEW AT A POINT SIX FEET ABOVE GROUND LEVEL OF THE PROPERTY LINE. IF PARKING DOES NOT ACCOMPLISH THIS SCREENING, A MASONRY SCREENING WALL EQUAL TO THE HEIGHT OF THE EQUIPMENT SHALL BE PROVIDED.



THE DISTRICT IN LITTLE ELM

MAIN STREET & LAKESHORE DRIVE, LITTLE ELM, TX

BLDG II - EXTERIOR ELEVATIONS

DATE: 06.09.2020

SP3.21  
SCHEME/VERSION:  
PROJECT NUMBER:  
17044-01

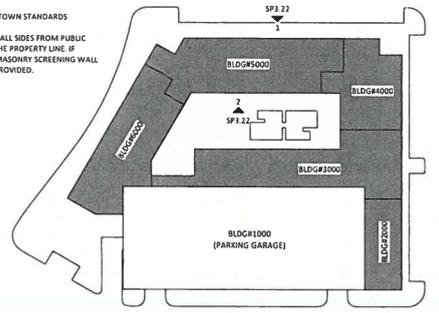


BLDG#4000 BLDG#5000

1 NORTH ELEVATION - BLDG II  
1/8" = 1'-0"

TOTAL AREA	AREA OF OPENINGS	RESULTANT AREA	PRIMARY MASONRY (STONE)	PRIMARY MASONRY (BRICK)	NON-MASONRY (STUCCO, CFB, & TILE)
10,592 S.F.	3,512 S.F.	7,080 S.F.	12%	1%	87%

NOTE  
1 ALL MECHANICAL EQUIPMENT WILL BE SCREENED PER TOWN STANDARDS (INCLUDING ROOFS)  
2 ALL MECHANICAL EQUIPMENT SHALL BE SCREENED ON ALL SIDES FROM PUBLIC VIEW AT A POINT SIX FEET ABOVE GROUND LEVEL OF THE PROPERTY LINE. IF PARAPET DOES NOT ACCOMPLISH THIS SCREENING, A MASONRY SCREENING WALL EQUAL TO THE HEIGHT OF THE EQUIPMENT SHALL BE PROVIDED.



BLDG#5000 (COURTYARD) BLDG#4000

2 NORTH COURTYARD ELEVATION - BLDG II  
1/8" = 1'-0"

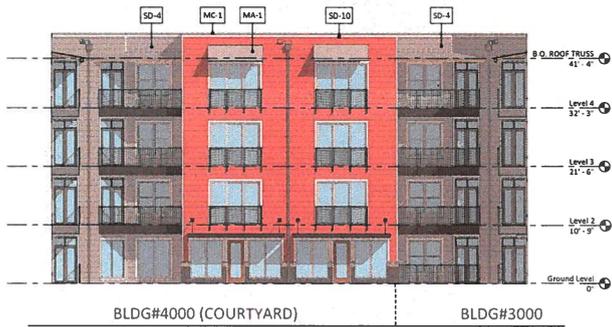
TOTAL AREA	AREA OF OPENINGS	RESULTANT AREA	PRIMARY MASONRY (STONE)	PRIMARY MASONRY (BRICK)	NON-MASONRY (STUCCO, CFB, & TILE)
7,032 S.F.	2,284 S.F.	4,748 S.F.	0%	0%	100%

**HODGES**  
ARCHITECTS  
1100 N. MAIN STREET, SUITE 100, LITTLE ELM, TX 75845  
PH: 940.243.1100  
WWW.HODGESARCHITECTS.COM

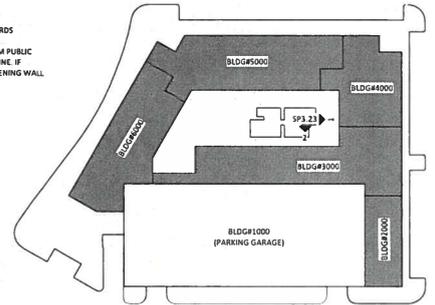
**THE DISTRICT IN LITTLE ELM**

MAIN STREET & LAKESHORE DRIVE, LITTLE ELM, TX

**BLDG II - EXTERIOR ELEVATIONS**  
SP3.22  
SCHEME/VERSION  
DATE: 06.09.2020  
PROJECT NUMBER  
17044-01

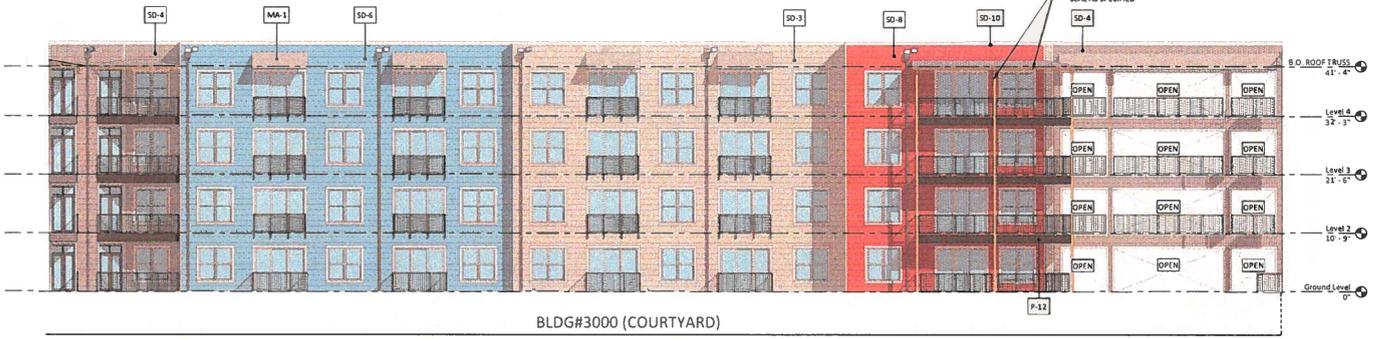


NOTE:  
 1. ALL MECHANICAL EQUIPMENT WILL BE SCREENED PER TOWN STANDARDS (INCLUDING ROOFS)  
 2. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED ON ALL SIDES FROM PUBLIC VIEW AT A POINT SIX FEET ABOVE GROUND LEVEL OF THE PROPERTY LINE. IF PARAPET DOES NOT ACCOMPLISH THIS SCREENING, A MASONRY SCREENING WALL EQUAL TO THE HEIGHT OF THE EQUIPMENT SHALL BE PROVIDED



1 EAST COURTYARD ELEVATION - BLDG II  
 1/8" = 1'-0"

TOTAL AREA	AREA OF OPENINGS	RESULTANT AREA	PRIMARY MASONRY (STONE)	PRIMARY MASONRY (BRICK)	NON MASONRY (STUCCO, CFB, & TILE)
2,719 S.F.	930 S.F.	1,789 S.F.	0%	3%	97%



2 SOUTH COURTYARD ELEVATION - BLDG II  
 1/8" = 1'-0"

TOTAL AREA	AREA OF OPENINGS	RESULTANT AREA	PRIMARY MASONRY (STONE)	PRIMARY MASONRY (BRICK)	NON MASONRY (STUCCO, CFB, & TILE)
8,141 S.F.	2,430 S.F.	5,711 S.F.	0%	0%	100%



THE DISTRICT IN LITTLE ELM

MAIN STREET & LAKESHORE DRIVE, LITTLE ELM, TX

BLDG II - EXTERIOR ELEVATIONS

DATE: 06.09.2020

SP3.23  
 SCHEME/VERSION

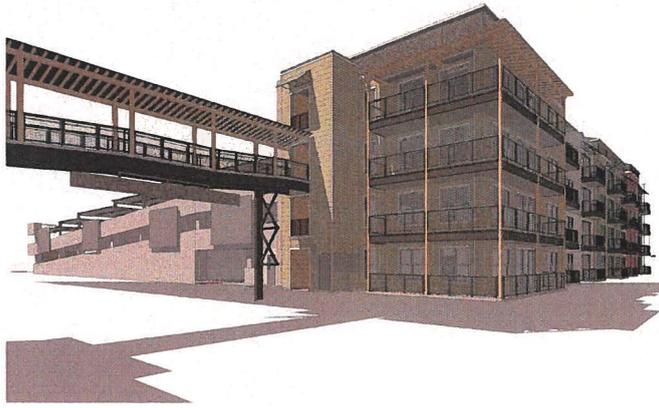
PROJECT NUMBER: E20M-01

- a. Perimeter Landscaping and Palm Trees – Required “large canopy” trees within Right-of-Way landscape buffers, or adjacent to a street, shall consist of Palm trees suitable for the North Texas climate.
  - b. One palm tree shall be planted for each 30 linear feet or fraction thereof of street frontage, inclusive of driveways.
  - c. Encourage additional palm trees to be planted on the existing Phase 1 property of the development along the south side of Main Street to be compatible with the required planting of palm trees associated with Phase 2 of the development along the north side of Main Street.
9. Screening - Construction of the required 8 foot masonry screening wall along the entire northern property boundary between the subject property and the Lakewood Estates residential subdivision shall be required with each Phase of the development. Phase 1 shall include construction of the 8 foot masonry screening wall from Lakefront Drive along the entire northern boundary to the western property line of the park. Phase 2 shall include construction of the 8 foot masonry screening wall from the eastern property line of the park along the entire northern boundary to the edge of the subject tract outlined in the developer’s agreement.
10. Signs – All proposed signage within this Planned Development District are subject to the review and approval of the Development Services Director.
- a. Super graphics – super graphics are large-scale painted or applied decorative art used over walls and facades to create an illusion of expanded or altered space.
    - i. Permitted only to be attached to the exposed facades of parking garages.
  - b. Off-Premise Signage – proposed off-premise signage is subject to the review and approval of the Development Services Director.
  - c. Additional Signage Considerations – At the discretion of the Development Services Director or its designee, may approve additional signage types that incorporates the unique character and innovated design elements related to the development.

**SECTION 4. SAVINGS.** This Ordinance shall be cumulative of all other ordinances of the Town, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

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

**SECTION 6. PENALTY.** Any person, firm, or corporation violating any of the provision



1 PERSPECTIVE VIEW



2 PERSPECTIVE VIEW

NOTE:  
 1. ALL MECHANICAL EQUIPMENT WILL BE SCREENED PER TOWN STANDARDS (INCLUDING ROOFS)  
 2. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED ON ALL SIDES FROM PUBLIC VIEW AT A POINT SIX FEET ABOVE GROUND LEVEL OF THE PROPERTY LINE. IF PARAPET DOES NOT ACCOMPLISH THIS SCREENING, A MASONRY SCREENING WALL EQUAL TO THE HEIGHT OF THE EQUIPMENT SHALL BE PROVIDED.



3 PERSPECTIVE VIEW



4 PERSPECTIVE VIEW

**HODGES**  
 CONSULTANTS  
 ARCHITECTS & ENGINEERS  
 1100 WEST 19TH AVENUE, SUITE 100  
 DENVER, CO 80202  
 TEL: 303.733.8800  
 WWW.HODGESCONSULTANTS.COM

THE DISTRICT IN LITTLE ELM

MAIN STREET & LAKESHORE DRIVE, LITTLE ELM, TX

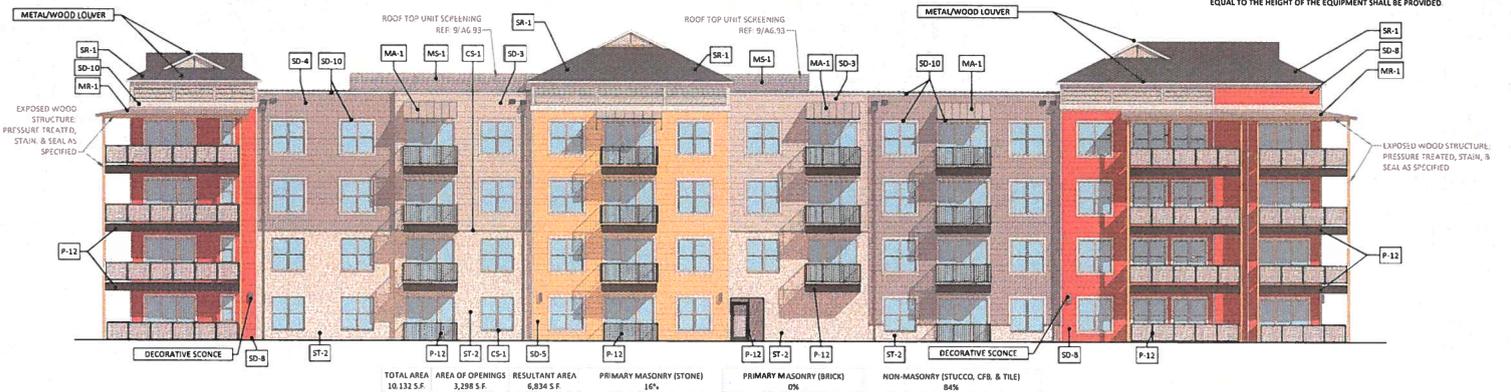
BLDG II - PERSPECTIVE VIEWS

DATE: 06.09.2020

SP3.24  
 SCHEME/VERSION

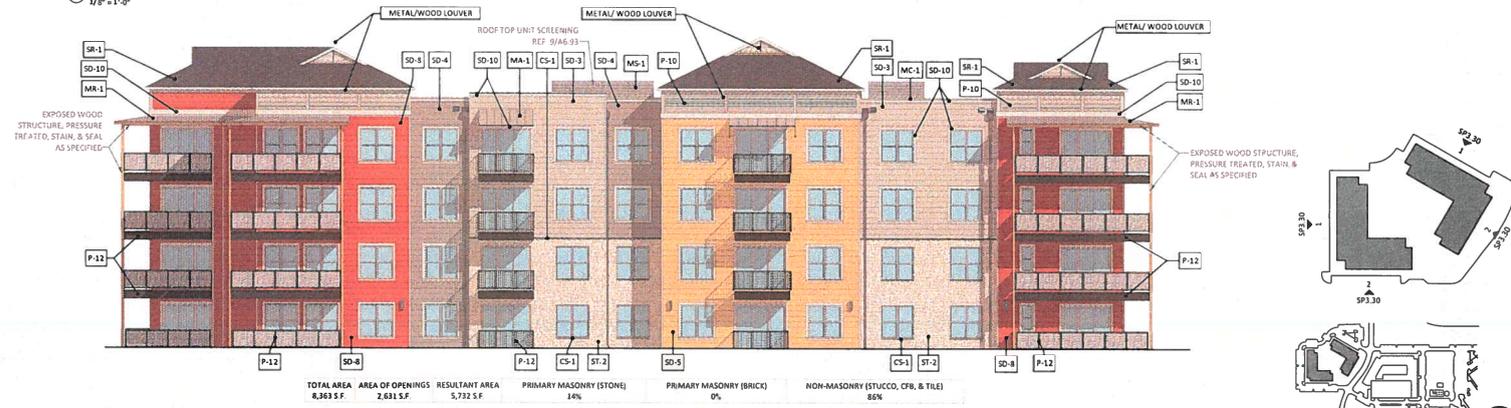
PROJECT NUMBER  
 E7044-01

- NOTE
1. ALL MECHANICAL EQUIPMENT WILL BE SCREENED PER TOWN STANDARDS (INCLUDING ROOFS)
  2. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED ON ALL SIDES FROM PUBLIC VIEW AT A POINT SIX FEET ABOVE GROUND LEVEL OF THE PROPERTY LINE. IF PARAPET DOES NOT ACCOMPLISH THIS SCREENING, A MASONRY SCREENING WALL EQUAL TO THE HEIGHT OF THE EQUIPMENT SHALL BE PROVIDED.



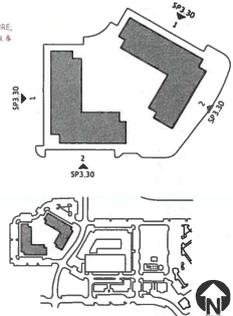
1 WEST ELEVATION - BLDG III & BLDG IV (O.H.)

3/8" = 1'-0"



2 SOUTH ELEVATION - BLDG III & BLDG IV (O.H.)

3/8" = 1'-0"



**HODGES**  
ARCHITECTS  
10000 W. LAKESHORE DRIVE, SUITE 100, LITTLE ELM, TX 75840  
PH: 972.261.1111  
WWW.HODGESARCHITECTS.COM

THE DISTRICT IN LITTLE ELM

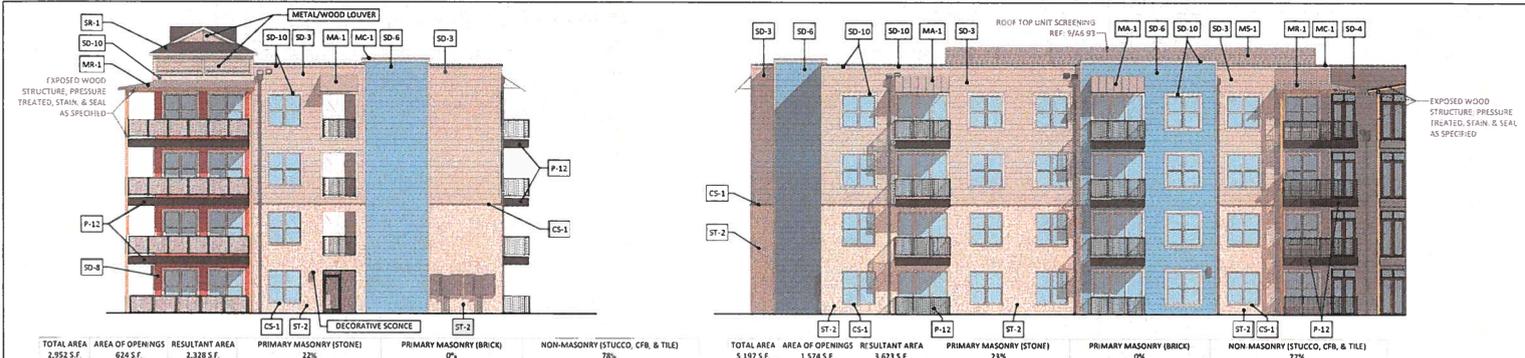
MAIN STREET & LAKESHORE DRIVE, LITTLE ELM, TX

BLDG III & IV - EXTERIOR ELEVATIONS

DATE: 06.09.2020

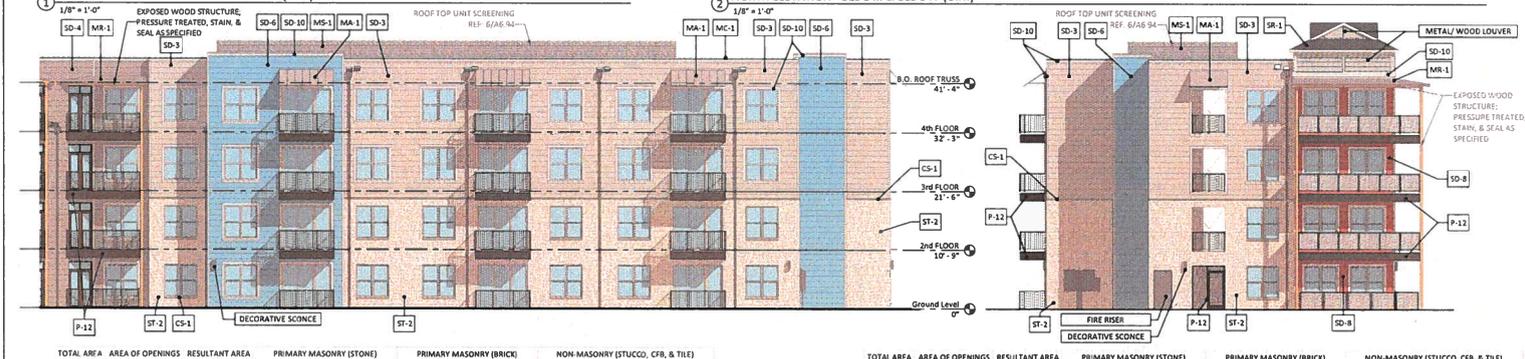
SP3.30  
SCHEME/VERSION

PROJECT NUMBER:  
17044-01



1 EAST ELEVATION - BLDG III & BLDG IV (O.H.)  
1/8" = 1'-0"

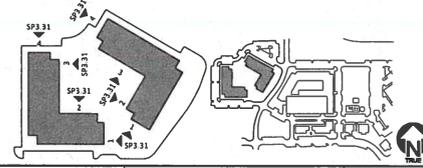
2 NORTH ELEVATION - BLDG III & BLDG IV (O.H.)  
1/8" = 1'-0"



3 EAST ELEVATION - BLDG III & BLDG IV (O.H.)  
1/8" = 1'-0"

4 NORTH END ELEVATION - BLDG III & BLDG IV (O.H.)  
1/8" = 1'-0"

NOTE:  
1. ALL MECHANICAL EQUIPMENT WILL BE SCREENED PER TOWN STANDARDS (INCLUDING ROOFS)  
2. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED ON ALL SIDES FROM PUBLIC VIEW AT A POINT SIX FEET ABOVE GROUND LEVEL OF THE PROPERTY LINE. IF PARAPET DOES NOT ACCOMPLISH THIS SCREENING, A MASONRY SCREENING WALL EQUAL TO THE HEIGHT OF THE EQUIPMENT SHALL BE PROVIDED.



THE DISTRICT IN LITTLE ELM

MAIN STREET & LAKESHORE DRIVE, LITTLE ELM, TX

BLDG III & IV - EXTERIOR ELEVATIONS

DATE: 06.09.2020

SP3.31  
SCHEME/VERSION  
PROJECT NUMBER: 1704401



① PERSPECTIVE VIEW



② PERSPECTIVE VIEW

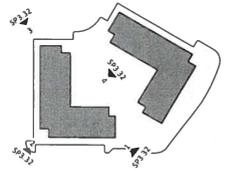


③ PERSPECTIVE VIEW



④ PERSPECTIVE VIEW

- NOTE:
1. ALL MECHANICAL EQUIPMENT WILL BE SCREENED PER TOWN STANDARDS (INCLUDING ROOFS)
  2. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED ON ALL SIDES FROM PUBLIC VIEW AT A POINT SIX FEET ABOVE GROUND LEVEL OF THE PROPERTY LINE. IF PARAPET DOES NOT ACCOMPLISH THIS SCREENING, A MASONRY SCREENING WALL EQUAL TO THE HEIGHT OF THE EQUIPMENT SHALL BE PROVIDED.



**HODGES**  
ARCHITECTS  
1100 N. GULF Fwy, Suite 100  
Houston, TX 77028  
713.865.1100  
www.hodgesarchitects.com

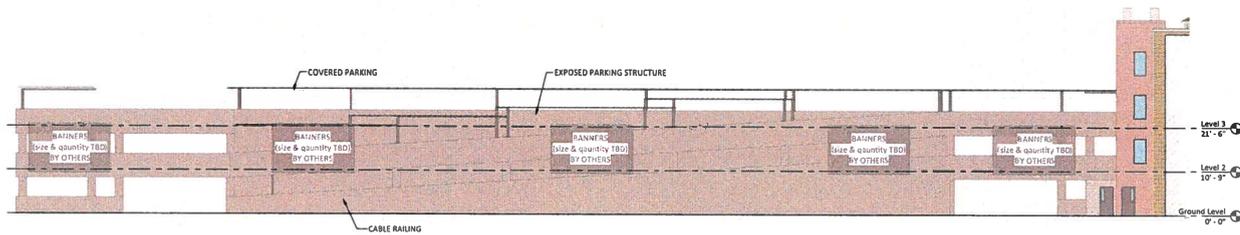
**THE DISTRICT IN LITTLE ELM**

MAIN STREET & LAKESHORE DRIVE, LITTLE ELM, TX

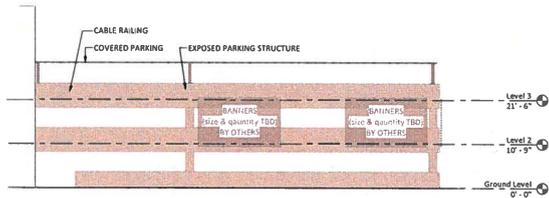
**BLDG III & IV - PERSPECTIVE VIEWS**

DATE: 06.09.2020

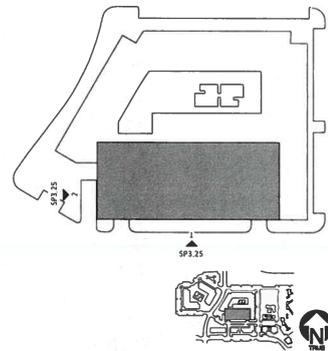
**SP3.32**  
SCHEME/VERSION:  
PROJECT NUMBER:  
47044-01



① SOUTH ELEVATION - PARKING GARAGE  
3/2" = 1'-0"



② WEST ELEVATION - PARKING GARAGE  
3/2" = 1'-0"



**HODGES**  
ARCHITECTS  
1000 W. MAIN STREET, SUITE 1000, LITTLE ROCK, AR 72201  
PH: 501-625-1100  
WWW.HODGESARCHITECTS.COM

THE DISTRICT IN LITTLE ELM

MAIN STREET & LAKESHORE DRIVE, LITTLE ELM, TX

PARKING GARAGE  
ELEVATIONS

DATE 06.09.2020

SP3.50  
SCHEME/VERSION

PROJECT NUMBER  
17044-01



## Town Council Meeting

**Date:** 09/07/2021  
**Agenda Item #:** 7. D.  
**Department:** Finance  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Kelly Wilson, Chief Financial Officer

---

### AGENDA ITEM:

Hold a Public Hearing, Present, and Discuss the **Town's Proposed 2021 Property Tax Rate for the Town of Little Elm for Fiscal Year 2021-2022.**

**Open Public Hearing:**

**Receive Public Comments:**

**Close Public Hearing:**

### DESCRIPTION:

In accordance with the "Truth in Taxation" laws of the State of Texas, if an entity's proposed tax rate exceeds the no-new-revenue rate, the entity is required to vote to place a proposal for adoption of tax rate, publish notices and conduct public hearing. The Town is holding a public hearing on proposed 2021 tax rate which is required by law. The proposed budget was distributed to Council, August 3, 2021 and posted on the Town's website. On August 3, 2021, Council took action to establish the public hearings dates for the proposed budget and tax rate. On August 4, 2021, Council held a budget work session to provide Council a briefing on the Proposed Budget and tax rate used to develop the budget. At the August 17, 2021, Council meeting, held a public hearing on the FY 2021-2022 proposed budget to provide residents comments and direct staff on any desired changes.

Tax Code, 26.065 requires the Town to provide notice. The Town posted in the Denton Chronicle, August 29, 2021 for public notice of meeting to vote on tax rate and on the newly required tax transparency websites. In compliance with Tax Code 26.06, the governing body of a taxing unit may not hold a public hearing on a proposed tax rate or a public meeting to adopt a tax rate until the fifth day after the date the chief appraiser of the appraisal district has delivered the notice required. This notice is the postcard the appraisal district mailed to all property owners in the county notifying that they can view information on the taxing unit's website as well as the county's website ([denton.truthintaxation.com](http://denton.truthintaxation.com)). Texas Tax Code, 26.06, Town Council may vote on the proposed tax rate after the public hearing is held. The sole purpose of the public hearing is to provide the public an opportunity to address council regarding the proposed tax rate.

**BUDGET IMPACT:**

As required by law, this allows the Town to establish the 2021 tax rate that is outlined in the FY 2021-2022 Proposed Budget.

**RECOMMENDED ACTION:**

Please note the following wording in **bold** must be read at the close of the public hearing.

**"The Town of Little Elm Council will consider the ordinance to adopt the 2021 Tax Rate for the Town of Little Elm Fiscal Year 2021-2022 at the September 7, 2021, Council Meeting at 6:00pm at Little Elm Town Hall, 100 W. Eldorado Parkway, Little Elm, Texas 75068."**

---

**Attachments**

Notice of Tax Rate Public Hearing

# NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$0.643948 per \$100 valuation has been proposed by the governing body of TOWN OF LITTLE ELM.

PROPOSED TAX RATE	\$0.643948 per \$100
NO-NEW-REVENUE TAX RATE	\$0.631493 per \$100
VOTER-APPROVAL TAX RATE	\$0.643948 per \$100

The no-new-revenue tax rate is the tax rate for the 2021 tax year that will raise the same amount of property tax revenue for TOWN OF LITTLE ELM from the same properties in both the 2020 tax year and the 2021 tax year.

The voter-approval rate is the highest tax rate that TOWN OF LITTLE ELM may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that TOWN OF LITTLE ELM is proposing to increase property taxes for the 2021 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 7, 2021 AT 6:00PM AT Little Elm Town Hall, 100 West Eldorado Parkway, Little Elm, TX 75068.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, TOWN OF LITTLE ELM is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the TOWN OF LITTLE ELM at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

$$\text{Property tax amount} = (\text{tax rate}) \times (\text{taxable value of your property}) / 100$$

**FOR the proposal:**

**AGAINST the proposal:**

**PRESENT** and not voting:

**ABSENT:**

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by TOWN OF LITTLE ELM last year to the taxes proposed to be imposed on the average residence homestead by TOWN OF LITTLE ELM this year.

	2020	2021	Change
<b>Total tax rate (per \$100 of value)</b>	\$0.649702	\$0.643948	decrease of \$-0.005754, or -0.89%

<b>Average homestead taxable value</b>	\$293,403	\$312,978	increase of \$19,575, or 6.67%
<b>Tax on average homestead</b>	\$1,906.25	\$2,015.42	increase of \$109.17, or 5.73%
<b>Total tax levy on all properties</b>	\$27,291,447	\$29,539,804	increase of \$2,248,357, or 8.24%

---

**For assistance with tax calculations, please contact the tax assessor for TOWN OF LITTLE ELM at 214-975-0415.**



## Town Council Meeting

**Date:** 09/07/2021  
**Agenda Item #:** 8. A.  
**Department:** Finance  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Kelly Wilson, Chief Financial Officer

---

### **AGENDA ITEM:**

Present, Discuss, and Consider Action on **Ordinance No. 1631 Adopting a Budget and Appropriating Resources for Fiscal Year 2021-2022; Beginning October 1, 2021 and Ending September 30, 2022; In Accordance with Existing Statutory Requirements; Repealing All Conflicting Ordinances; Containing a Severability Clause; and Providing for an Effective Date.**

### **DESCRIPTION:**

The purpose of this agenda item is to comply with Local Government Code and the Town Charter requirements for budget adoption. The Proposed Budget has been placed on file with the Town Secretary in addition to being placed on the Town's website for public inspection on August 3, 2021. The Notice of Budget Hearing was in placed in the August 7th Denton Record-Chronicle and Council held our first public hearing on the proposed budget August 17, 2021. Public hearing was provided for citizens to address Town Council regarding the proposed budget.

At this time, staff recommends adopting the FY 2021-2022 budget for the Town.

### **BUDGET IMPACT:**

Provides Budget Authority for Revenues and Expenditures as outlined in the FY 2021-2022 Budget.

### **RECOMMENDED ACTION:**

Staff recommends approval of Ordinance No. 1631 Adopting a Budget and appropriating resources for Fiscal Year 2021-2022 (October 1, 2021-September 30, 2022).

---

### **Attachments**

Ordinance No. 1631 FY2021-2022 Budget Adoption  
Exhibit A - Fiscal Year 2021-2022 Town of Little Elm Budget

## ORDINANCE NO. 1631

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, ADOPTING A BUDGET AND APPROPRIATING RESOURCES FOR FISCAL YEAR 2021-2022, BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; REPEALING ALL CONFLICTING ORDINANCES; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

---

**WHEREAS**, the Town Manager and staff have prepared and filed with the Town Secretary a proposed budget for the operation of the Town during Fiscal Year 2021-2022; and

**WHEREAS**, the Town Manager of the Town of Little Elm has submitted to the Mayor and Council a proposed budget of the revenues and expenditures/expenses of conducting the affairs of said town and providing a complete financial plan for Fiscal Year beginning October 1, 2021 and ending September 30, 2022; and,

**WHEREAS**, the Town Council on August 17, 2021 conducted a public hearing to receive input from citizens of the Town concerning the content of the budget, and for which notices were duly posted in the *Denton Chronicle*; and

**WHEREAS**, the Town has acknowledged that this budget will raise more total property taxes than last year's budget by \$2,248,357 or 8.24%, and of that amount \$1,760,380 is tax revenue to be raised from new property added to the tax roll this year; and

**WHEREAS**, the Town Council having considered the proposed budget at length, and having provided input in its preparation, has determined that the proposed budget and the revenues and expenditures contained therein are in the best interest of the Town and, therefore, the Council desires to approve and adopt the budget by formal action.

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

**Section 1.** The proposed budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022, as submitted to the Town Council by the Town Manager, which budget is attached hereto as Exhibit "A," for all purposes is hereby approved and adopted as the Town's budget of all revenue and expenditures/expenses of the Town of Little Elm, Texas for Fiscal Year 2021-2022; and

**Section 2.** The sum of one hundred sixteen million, one hundred and ninety five thousand, eight hundred and six U.S. Dollars (\$116,195,806) is hereby appropriated for the Town's FY 2021-2022 Budget. Further, these funds are for payment of operating, capital, and debt service expenses

associated with the operation and administration of the Town, according to the various purposes and intents described in the FY 2021-2022 budget document.

**Section 3.** Should any paragraph, sentence, subdivision, 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.

**Section 4.** This Ordinance shall be in full force and effect from and after its adoption by the Town Council, pursuant to applicable State and local laws and the Town Charter.

**Section 5.** All other ordinances and Code provisions that are in conflict herewith are hereby repealed, but only to the extent of any such conflict or inconsistency.

**Section 6.** The Town Council of the Town of Little Elm, Texas met in a public meeting on August 17, 2021 and September 7, 2021, and adopted this ordinance with a majority vote as follows:

Mayor Curtis J. Cornelious	YEA ___	NAY ___	ABSTAIN ___	ABSENT ___
Mayor Pro Tem Neil Blais	YEA ___	NAY ___	ABSTAIN ___	ABSENT ___
Council Member Tony Singh	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 ___

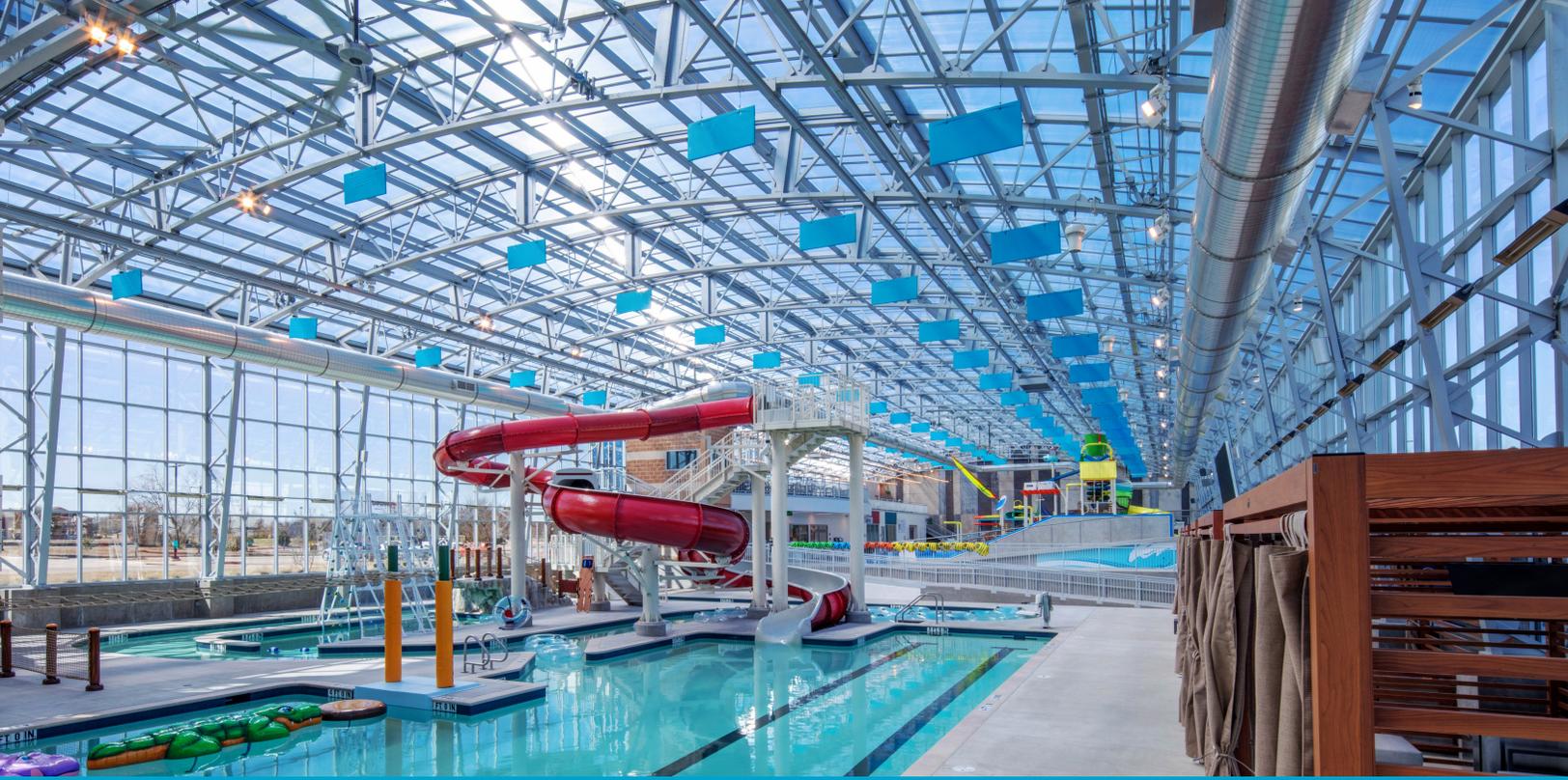
READ and ADOPTED on the 7th day of September 2021.

APPROVED:

\_\_\_\_\_  
Curtis J. Cornelious, Mayor

ATTEST:

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



# TOWN OF LITTLE ELM, TX

## PROPOSED ANNUAL BUDGET AND FINANCIAL PLAN



FISCAL YEARS  
2022-2026



LITTLE ELM

# Town of Little Elm

## Fiscal Year 2021–2022

### Budget Cover Page

This budget will raise more revenue from property taxes than last year's budget by an amount of \$2,248,357, which is 8.24 percent increase, and of that amount \$1,760,380 is tax revenue to be raised from new property added to the tax roll this year.

TAX RATE	ADOPTED FISCAL YEAR 2020-2021	PROPOSED FISCAL YEAR 2020 - 2021	ADOPTED FISCAL YEAR 2020 - 2021
Property Tax Rate	\$ 0.649702	\$ 0.643948	
No-New-Revenue Rate	\$ 0.657639	\$ 0.631493	
No-New-Revenue M&O Rate	\$ 0.520000	\$ 0.524035	
Voter Approval Tax Rate	\$ 0.649702	\$ 0.643948	
Debt Rate	\$ 0.129702	\$ 0.119913	

The total amount of municipal debt obligation secured by property taxes for the Town of Little Elm is \$67,995,000.

*The above information is presented on the cover page of the City's Fiscal Year 2022 Annual Budget to comply with Section 102.005 of the Texas Local Government Code.*

In accordance with **Section 140.0045 of the Texas Local Government Code** expense line items for public notices and lobbying efforts are provided below:

Description	Adopted FY 2020-2021	Proposed FY 2021-2022
Public notices required by law	\$ 25,625	\$ 33,325
Lobbying Services	\$ 5,700	\$ 6,000

# TABLE OF CONTENTS

PAGE NO.

## **OVERVIEW**

Mayor and Town Council .....	1
Principal Officers .....	2
Organizational Chart .....	3
Budget Message .....	5-33

## **FUND SUMMARIES**

Consolidated Budget Funds Summary .....	34-36
General Fund .....	37-39
General Fund Revenue .....	40-42
Parks and Recreation Fund .....	43-44
Debt Service Fund .....	45-46
Special Revenue Fund .....	47-48
Street Maintenance Fund .....	49-50
Landscape Fund .....	51-52
PEG Fund .....	53-54
Grant Fund .....	55-56
Hotel Occupancy Tax Fund .....	57-58
Donation Fund .....	59-60
Drainage Utility Fund .....	61-62
TIRZ Number Three Fund .....	63-64
Governmental Impact Fees .....	65-67
Governmental Capital Improvement Project Fund .....	69-70
Utility Fund .....	71-73
Solid Waste Fund .....	75-76
Water and Wastewater Impact Fee Funds .....	77-79
Water/Wastewater Capital Improvement Project Fund .....	81-82
Vehicle Equipment Replacement Fund .....	83-84
Fire Equipment Replacement Fund .....	85-86
Community Development Corporation .....	87-88
Debt Service Obligation Summary .....	89-90

## **APPENDICES**

Budget Planning Calendar .....	92
Budget Process .....	93-96
Town-wide Approved Supplements .....	97-102
Capital Improvement Project Planning List .....	103-104

# TOWN OF LITTLE ELM

## MAYOR AND TOWN COUNCIL



Neil Blais  
District 3



Mayor  
Curtis Cornelious



Tony Singh  
District 2



Lisa Norman  
District 4



Jeremy Lukas  
District 5



Vacant  
At Large, Place 1



Michael McClellan  
At Large, Place 6

# TOWN OF LITTLE ELM, TEXAS

## Principal Officers Fiscal Year 2021 – 2022

### TOWN MANAGER

Matt Mueller

### DEPUTY TOWN MANAGER

Doug Peach

### ASSISTANT TOWN MANAGER / DIR. OF PUBLIC SAFETY

Joe Florentino

### CHIEF FINANCIAL OFFICER

Kelly Wilson

### DIRECTOR OF ADMIN SERVICES / TOWN SECRETARY

Caitlan Biggs

# TOWN OF LITTLE ELM, TEXAS



Town of Little Elm Citizens

Mayor and Council

Town Manager

Deputy Town Manager

Assistant Town Manager/Director of Public Safety

Town Attorney

Boards and Commissions

Municipal Court Judge and Prosecutor

Economic Development Corporation (EDC)

Community Development Corporation (CDC)

**Finance**  
Utility Customer Service  
Purchasing  
Municipal Court  
Budget  
Accounting

**Human Resources**  
Personnel Admin  
Risk Management

Director of Administrative Services/Town Secretary

Assistant to the Town Manager

**Development Services**  
Engineering  
Community Integrity  
Planning/GIS  
Building Inspection

**Public Works**  
Fleet Services  
Water & Wastewater  
Stormwater  
Solid Waste  
Streets

**Community Services**  
Library  
Parks  
Senior Center  
Recreation  
Marketing Facilities  
Animal Services  
Special Events  
Aquatics

**Police Department**  
Patrol  
Traffic  
CID

**Fire Department**  
Fire & Emergency  
Medical Services

Information Technology

Emergency Management Services



PAGE INTENTIONALLY LEFT BLANK



# **BUDGET MESSAGE**

## **Fiscal Year 2021 - 2022 Budget**

Message from the Town Manager, Matt Mueller

## **Introduction**

A municipal budget is more than a book of numbers. A budget is a tool for prioritizing, communicating, and allocating resources that go toward implementing programs, projects, and services that fit the needs of a community's residents and businesses. It is the duty of those who are fortunate enough to serve the residents of Little Elm to operate in a transparent, efficient, and ethical manner, and a budget is also a tool that allows us to do just that.

## **Budget Philosophy**

Little Elm is still a rapidly growing community, and with that comes a tremendous number of challenges and outstanding opportunities. With this growth, new sources and higher amounts of revenue are allocated in the budget. Still, there is also a mounting list of needs for programs and services to accommodate growth and meet the community's expectations.

Town staff develops the operating and capital budgets to achieve strategic goals and long-term objectives defined in the Town Council's adopted Strategic Plan. This Strategic Plan, which was approved in 2013 and updated in 2015, 2017, 2019, and 2021 sets the vision and charts the course for the community. It is staff's job to move in that direction through budgeting and project implementation.

The internal value system at the Town of Little Elm stems from the philosophy of Servant Leadership and the belief that as public employees, all actions stem from the obligation to put the needs of the resident first and dedicate our decision making and actions to the idea that Town employees exist to serve others. This is further emphasized in our organization's Core Values of Efficiency, Innovation, Customer Service, and Integrity. These values are the organization's foundation and are the bedrock on which the departmental budgets are built.

The overall budget philosophy of the Town of Little Elm is to provide the highest level of service at the greatest value. This approach means that the Town must operate in the most effective and efficient way possible to accomplish this goal. Therefore, the internal budgeting and review process is very stringent, with department heads dissecting each other's budgets in a peer review process that seeks to ensure that every line item is carefully planned and all projects are justified.

As part of the Town's budgeting philosophy and commitment to respect the Taxpayer's money, priorities in the budget process are to maintain a competitive tax rate, realize the long-term impacts of financial decisions, and keep fund balances and reserves at a healthy level.

### **Multi-Year Approach**

Beginning with the 2016-2017 budget, our goal has been to successfully present a five-year balanced budget (technically a one-year budget and a four-year financial plan) to the Council for consideration. The purpose of the approach is to ensure that we are providing sustainable services in Little Elm's high-growth environment. This is particularly important as we continue expanding services in the northern part of the community and extend contractual services to various partners in our region.

Growing municipal services to provide for the needs of our residents in the northern part of the community has been a big part of planning operational growth over the past few years. This area will continue to be the area of highest growth as the existing residential developments along the U.S. 380 corridor continue to build houses, and Spiritas Ranch, the approved 2200 lot subdivision, breaks ground and begins to build. The five-year budget looks at the cost of those services and the revenues coming due to the growth. A multi-year plan is very helpful since the expenses for these services are in the very near future, yet the revenues will be delayed as the area grows and new taxable values are added to the tax rolls. The multi-year plan is reviewed annually and revised as needed.

As we expect, all of the growth and constant change in the area conditions have changed certain needs and assumptions in the planning years, and we addressed these needs in the new budget. The greatest value in the financial plan is that this multi-year approach lets us see how today spending decisions will impacts the budget in the future and ensure that we can sustain our services. Knowing the long-term impacts allows us to be nimble in our decision-making and allows us to take advantage of opportunities while still having confidence that we are not selling out long-term stability for short-term gain.

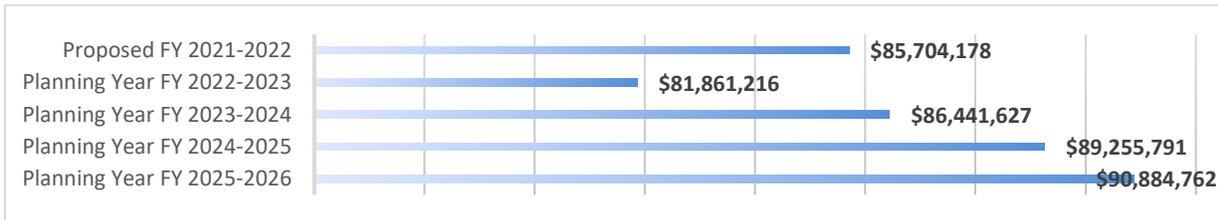
### **Town Wide Budget Overview**

The total Fiscal Year (FY) 2021-2022 budget, including all funds and transfers, is \$116,195,806 compared to \$96,598,898 initially budgeted in FY 2020-2021. The budget for all funds will increase by 5,117,970, or 4.61%, over the FY 2020-2021 amended budget. From an operational perspective, the budget will increase by \$1,546,802 or 2.45% over FY 2020-2021. FY 2021-2022, total revenue does not cover the total expenditure within the town-wide budget by (\$21,355,299). This is primarily due to debt proceeds issued in FY 2020-2021 and capital expenditures being spent from prior year debt proceeds. The Capital Project funds located within the General Governmental and Enterprise Utility classifications have budgeted expenditures of \$19,908,525, and \$7,588,668 is the available beginning fund balance being spent on projects in addition to revenue in FY 2021-2022 of \$9,120,275. The following matrix reflects changes in sources and uses of all funds by category (town-wide):

**PROPOSED BUDGET**

Expenditures Uses of Funds	Amended FY 2020-2021	Proposed FY 2021-2022	% of Total	Change Year Over Year	% Change
Operations	\$ 63,136,084	\$ 64,682,885	55.67%	\$ 1,546,802	2.45%
Debt	10,076,052	11,254,447	9.69%	1,178,395	11.70%
Capital Equipment	1,716,134	2,994,435	2.58%	1,278,301	74.49%
Capital Projects	21,560,364	27,497,193	23.66%	5,936,829	27.54%
Transfers Out	14,589,202	9,766,846	8.41%	(4,822,356)	-33.05%
<b>Total Uses</b>	<b>\$ 111,077,836</b>	<b>\$ 116,195,806</b>	<b>100.00%</b>	<b>\$ 5,117,970</b>	<b>4.61%</b>

During the five-year budget period, the town-wide budget (excluding major capital equipment and projects) is expected to grow as represented by the chart below.



**Revenue**

The Town of Little Elm’s primary source of revenue is property tax. This year, \$26,748,978 has been budgeted for all property tax collections, including delinquents, penalties, and payments to the tax increment financing zones and municipal management district. Property tax revenue, including the items above, is expected to grow by \$243,261 or 0.93% over last year. The Town is seeing significant growth in the tax increment financing zones and municipal management district, which is reflected in the budget netted against a total gross property tax revenue of \$30,583,727. When you consider the gross property tax, the Town will collect, before the payments to the zones and district, an increase of \$1,778,507 or 5.34% over last year.

Despite many municipalities dealing with sales tax declines during the COVID-19 pandemic, Little Elm’s sales tax collections have not only held strong but have seen impressive growth. Sales tax is generally a source of revenue that is highly volatile and dependent on economic conditions, so we are fortunate to have our strong returns. In addition, due to the highly residential nature of the community, many of the Town’s top sales tax producers are either online or provide essential goods that thrived during the pandemic. Tax collections in the FY 2020-2021 have exceeded expectations, and marginal growth of 4% overestimated FY 2021 receipts is anticipated in the FY 2021-2022 budget. The total amount of sales tax (\$.015) budgeted for FY 2021-2022 is \$8,290,652, which is a \$1,292,986 or 18.48% increase over what was budgeted last year. The sales tax revenue reported includes revenue receipts, contractual payments attributable to 380 economic development, and performance agreements where the sales tax has been previously pledged.

Other major sources of revenue come from rates, fees, and charges. These sources are for services rendered and user fees charged, such as ambulance, alarm monitoring, municipal court, recreational use fees, and utility-related services. This category is estimated for FY 2021-2022 at \$27,138,941 and represents approximately 29% of the Town’s operations funding. The increase in rates, fees, and charges over FY 2020-2021 is \$2,327,190 or about 9.38%. The majority of this increase is attributed to the Town’s utility water and wastewater rate plan approved last year and growth in customers to provide charges for services. Water rates will be increasing by 2%, as outlined in this plan. For FY 2021-2022, a total of \$20,571,974 has been budgeted for utility sales and other charges for services. Of this amount, \$11,241,359 comes from water sales, \$7,491,589 comes from sewer, and \$1,568,026 comes from other charges, fees, and wholesale contracts.

Transfers between budgets are part of the total sources of funds and are \$9,766,846. This number reflects one-time transfers for infrastructure improvements and reimbursement of in-kind services across funds. The licenses, permits, and fees revenue of \$7,430,137 includes projected revenues of \$2,500,000 in building permits and solid waste service fees of \$3,279,061. The remaining income is attributable to other types of permitting and registrations required by development services.

Total revenue from all sources is broken down in the following table:

Sources of Funds	Amended FY 2020-2021	Sources of Funds	Proposed FY 2021-2022	% of Total	Change Year Over Year	% Change
Ad Valorem Taxes	\$ 26,000,524	Ad Valorem Taxes	\$ 26,748,978	28%	\$ 748,454	2.88%
Sales and Use Taxes	6,997,666	Sales and Use Taxes	8,290,652	9%	1,292,986	18.48%
Franchise and Other Taxes	2,415,000	Franchise and Other Taxes	2,417,000	3%	2,000	0.08%
Fines and Forfeitures	679,500	Fines and Forfeitures	675,000	1%	(4,500)	-0.66%
Impact Fees	675,000	Impact Fees	1,000,000	1%	325,000	48.15%
Licenses, Permits & Fees	6,418,734	Licenses, Permits & Fees	7,430,137	8%	1,011,403	15.76%
Charges for Services	24,811,751	Charges for Services	27,138,941	29%	2,327,190	9.38%
Intergovernmental	6,044,061	Intergovernmental	9,716,658	10%	3,672,597	60.76%
Interest Earnings	961,750	Interest Earnings	918,800	1%	(42,950)	-4.47%
Debt Proceeds	19,850,000	Debt Proceeds	-	0%	(19,850,000)	-100.00%
Miscellaneous	2,956,141	Miscellaneous	737,494	1%	(2,218,647)	-75.05%
Transfers In	14,589,202	Transfers In	9,766,846	10%	(4,822,356)	-33.05%
<b>Total Uses</b>	<b>\$ 112,399,329</b>	<b>Total Uses</b>	<b>94,840,507</b>	<b>100%</b>	<b>\$ (17,558,822)</b>	<b>-15.62%</b>

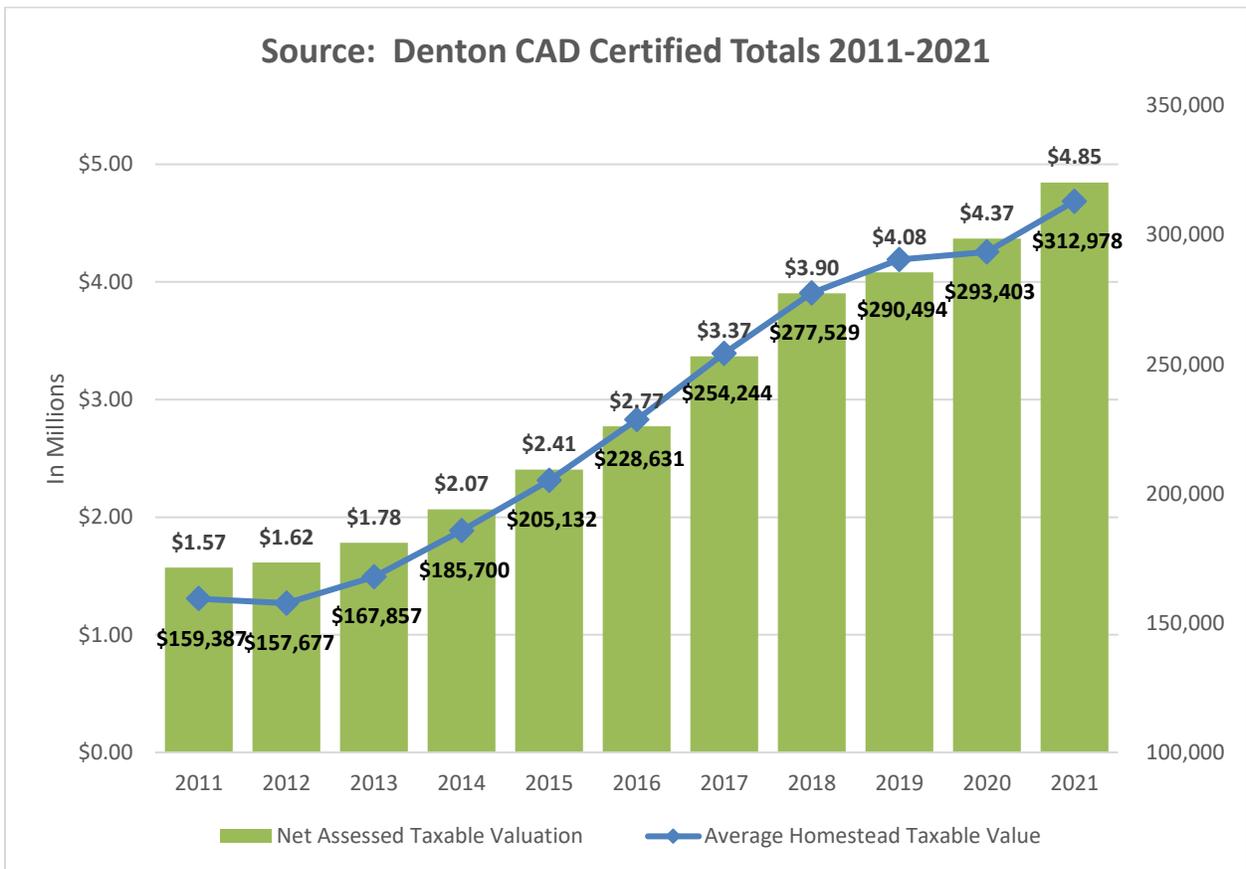
The five-year revenue total revenue projections (excluding funding for major capital projects) for the Town of Little Elm are as follows:



**Property Values and Tax**

According to the Denton County Central Appraisal District (DCAD), the certified taxable value after the homesteads with a tax ceiling is \$4.846 billion. This value is 10.93% or \$447 million more in assessed valuation than the 2020 tax year adjusted taxable value of \$4.369 billion.

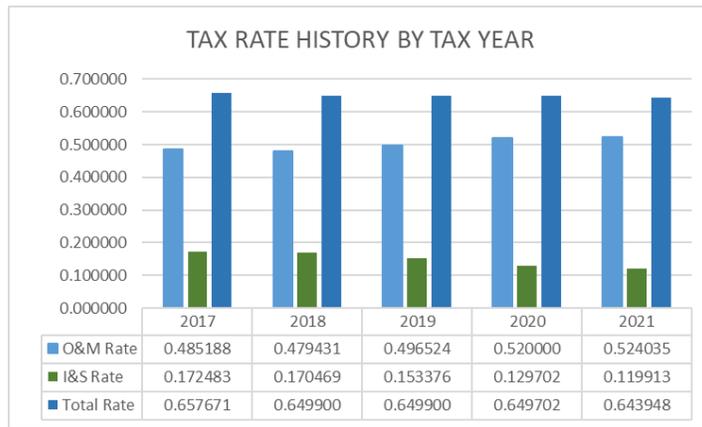
The roll does reflect approximately \$273 million attributable to new taxable values added to the tax roll, which includes improvements and personal property. This becomes very important because when calculating the no-new-revenue rate and the voter-approval tax rate, new taxable values are deducted from the calculation. The following graph reflects historical growth in taxable property values, including the current year (2021) certified totals:



**Adopted Tax Rate**

For the last several years, it has been the goal to keep the tax rate competitive with other cities and towns while still providing adequate revenue to fund the needs of a rapidly growing community now and into the future. This year, the Town is able to propose a lower tax rate of \$.643948 and still meet those objectives.

The Town was able to maintain the voter-approval tax rate, prepare for its future obligations, and adhere to the Town’s long and short-term operational plan. The proposed tax rate still provides an anticipated revenue in the tax levy for operations and debt service commitments. Of the total tax rate of \$0.643948, \$0.524035 or 81.38% is dedicated to general operations and maintenance (O&M) in the General Fund, and \$0.119913 or 18.62% is dedicated to general obligation debt service.



The average taxable single-family home value is currently \$312,978 compared to \$293,403 last year. At the proposed property tax rate of \$0.643948, the Town tax paid on the average single-family home will be \$2,015.42. For comparison purposes, a single-family home valued at \$100,000 will pay \$643.95.

The tax bills for senior citizens 65 years and older are frozen. The following table is a history of the Town’s property tax levy and collections:

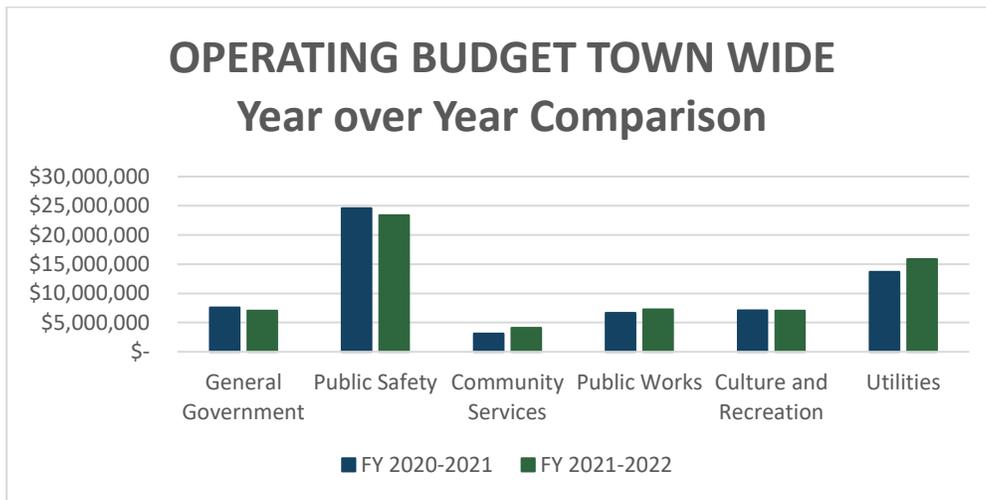
TAX LEVY AND COLLECTION HISTORY:						
Tax Year	Fiscal Year	Assessed Valuation	Tax Rate	Total Tax Levy *	Collected	% Collected
2017	17-18	3,369,312,777	0.657670	21,819,292	21,796,839	99.90%
2018	18-19	3,903,824,798	0.649900	24,976,789	24,956,992	99.92%
2019	19-20	4,083,213,579	0.649900	28,077,721	27,999,271	99.72%
2020	20-21	4,368,946,214	0.649702	28,900,348	28,429,272	98.37%
2021	21-22	4,846,336,126	0.643948	31,207,885	N/A	N/A

\*Total Tax levy is updated annually.

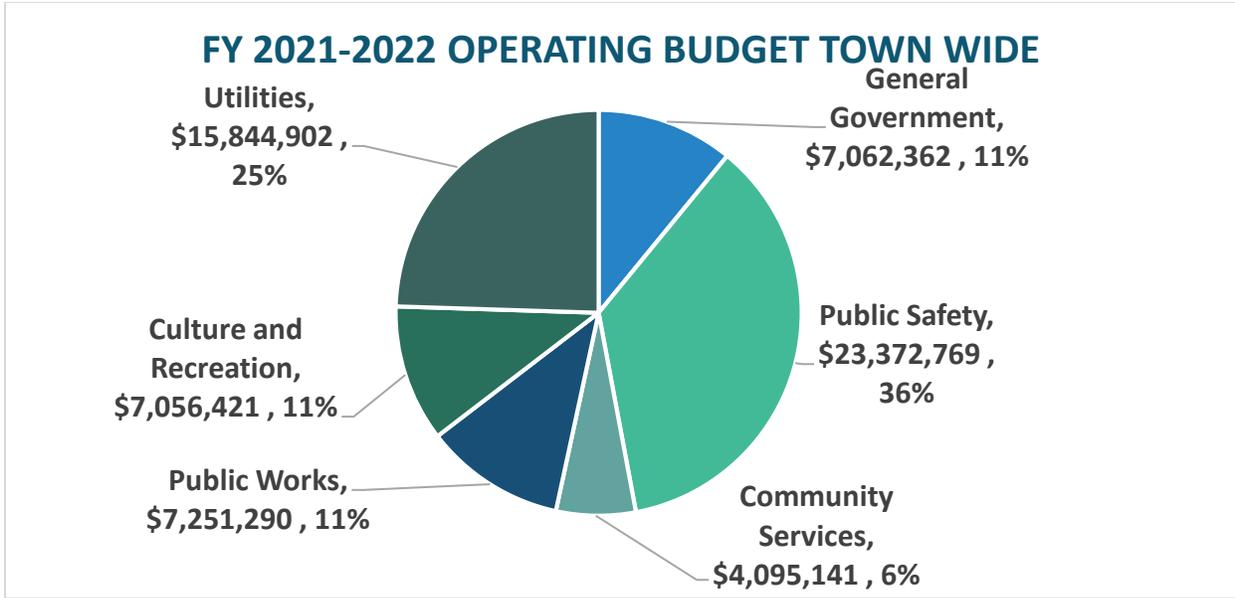
### Operating Expenditures

The operating budget is a combination of all costs to do business except for major capital improvement projects (CIP), transfers, and debt service payments. The combined operating budgets for the FY 2021-2022 budget are \$64,682,885, compared with \$62,250,837 originally budgeted in FY 2020-2021. This is an increase of \$2,432,498 or 3.91%.

Operating costs are broken down in the following chart for the Town’s core operating funds comparing this year to last year:



The following charts reflect the percentage cost of operations by operational function of the Town:



The major increase in operations costs over last year’s adopted budget are as follows:

- New Personnel - \$429,022
- Compensation and benefit increase - \$1,315,904 (existing personnel)
- New ERP financial and utility billing system - \$1,990,000
- GIS Enhancements - \$198,956

**One Time Expenses and New Programs**

The significant one-time expenses and new programs that have been placed in the budget for the current and future years are as follows:

Department	Item	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026
Administrative Services	Open Records Request Solution	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
	City Management Intern	\$4,000				
	Document Management Solution	\$36,500	\$20,000	\$20,000	\$20,000	\$20,000
	Enterprise License for DocuSign	\$5,300	\$5,300	\$5,300	\$5,300	\$5,300

**PROPOSED BUDGET**

Department	Item	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026
<b>Finance</b>	ERP Financial Software	\$1,170,000	\$820,000	\$271,686	\$279,836	\$288,232
	PT Purchasing Technician reclassified to FT Buyer	\$37,506	\$39,904	\$43,707	\$43,773	\$83,222
<b>Development Services</b>	GIS Assessment Recommendations	\$198,956	\$139,621	\$142,879	\$146,301	\$149,776
	Certified Public Manager Course	\$5,000				
	Graduate Engineer	\$109,780	\$103,411	\$108,451	\$111,364	\$116,872
	Doe Branch Master Plan		\$100,000			
	Community Integrity Ticket Writers	\$11,215	\$715	\$715	\$715	\$715
<b>Public Works &amp; Utilities</b>	Potential Signal Light Maintenance		\$250,000	\$250,000	\$250,000	\$250,000
	Fuel Tracking Cloud-based System	\$16,000	\$3,000	\$3,000	\$3,000	\$3,000
	Forklift	\$26,000	\$1,733	\$1,733	\$1,733	\$1,733
	Utility Trailer	\$3,800				
	Brining Equipment	\$7,500				
	Walker and Waterside LED Street Light Addition	\$12,500				
	Light Tower with Generator	\$11,410	\$1,141	\$1,141	\$1,141	\$1,141
	Opticom Installation on US 380 at FM720 and Navo	\$6,200				
	Illuminated Street Name Signs for Lakefront District	\$17,344				

PROPOSED BUDGET

Department	Item	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026
<b>Public Works &amp; Utilities (cont.)</b>	Backhoe	\$110,000				
	Shoring for Trench Safety	\$10,000				
	Line Locator	\$3,000				
	Dump Trailer	\$10,000				
	Wastewater Lift Station Improvements	\$45,000				
	Skimmer Actuators for Cloth Media Filters	\$11,000				
	Replacement Valves for Cloth Filters	\$3,400				
	Water and Wastewater Rate Review	\$25,000				
	Repeater Antennas	\$6,400				
	¾ ton Truck (Drainage)	\$36,750	\$4,562	\$4,562	\$4,562	\$4,562
	Utility Systems Tech I	\$89,739	\$65,333	\$67,737	\$70,898	\$74,662
	Vehicle for Utility Tech I	\$26,000	\$400	\$400	\$400	\$400
	Lakefront Trail Drainage Improvements	\$35,300				
	Flood Warning System Lakeshore Drive Bridge	\$15,000				
	Replacement Open Top Containers for Drop Site	\$5,721		\$5,721		\$5,721
	<b>Community Services</b>	Newsbank Online Database (Library)	\$1,108	\$1,108	\$1,108	\$1,108
Gale Databases (Library)		\$1,890	\$1,890	\$1,890	\$1,890	\$1,890

PROPOSED BUDGET

Department	Item	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026
<b>Community Services (cont.)</b>	Outdoor Warning System Refurbish	\$20,450				
	Fire Station #2 Access Gate, Fencing, and Parking	\$75,000				
	Demolition of Middleton Property	\$75,000				
	Website Consolidation for The Lakefront, Cove, and Rec	\$24,500	\$3,000	\$3,000	\$3,000	\$3,000
	Athletic Field Aerification	\$6,000				
	Additional Truck for Parks Maintenance	\$31,000	\$3,100	\$3,100	\$3,100	\$3,100
	Toro Workman for Lakeside Ballfields	\$25,513	\$4,250	\$4,250	\$4,250	\$4,250
	Upgrade Toro Groundskeeper	\$17,020	\$2,800	\$2,800	\$2,800	\$2,800
	Cottonwood Park Staff Contingency		\$27,500	\$120,000	\$126,000	\$132,300
	The Lakefront Radio Station	\$1,080	\$1,080	\$1,080	\$1,080	\$1,080
	Funds for Lakefront Concert Series (Special Events Operations/HOT Fund)	\$35,000	\$60,000	\$60,000	\$60,000	\$60,000
<b>Public Safety</b>	Take home vehicles for Patrol Officers (6) - (VERF)	\$459,630	\$471,360			
	Vehicle for New Detective		\$35,000			

PROPOSED BUDGET

Department	Item	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026
<b>Public Safety (cont.)</b>	Vehicle for New Warrant Officer			\$60,585		
	Vehicle for New Traffic Officer			\$60,585		
	Public Safety Analyst	\$81,997	\$79,848	\$83,320	\$85,243	\$88,879
	Overtime Relief Firefighter	\$18,792	\$96,226	\$98,522	\$100,863	\$103,264
	Dispatch Software and RMS System	\$33,238	\$41,576	\$41,576	\$61,524	\$67,024
	Training – Hostage Negotiation	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000
	Radios for Command Vehicle	\$60,000				
	Outsource Promotional Process (Fire)	\$10,200	\$10,200	\$10,200	\$10,200	\$10,200
	Staffing/Equipment for Fire Station 4			\$1,907,639	\$1,447,789	\$2,842,717
	Bullet Proof Vest (Fire)	\$62,452	\$12,491	\$12,491	\$12,491	\$12,491
	Vehicle for New Administrative Officer (Fire)	\$99,500	\$9,750	\$9,750	\$9,750	\$9,750
	3 SCBA PAK Trackers (Fire)	\$3,822				
	Additional Spare SCBA Bottles (Fire)	\$14,040	\$936	\$936	\$936	\$936
	Outdoor Warning Siren Software (Fire)	\$6,930	\$2,745	\$2,745	\$2,745	\$2,745
	PAR Tag Engraver (Fire)	\$4,038				

Department	Item	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026
<b>Public Safety (cont.)</b>	Replacement of Public Safety Drones	\$21,828	\$5,457	\$5,457	\$5,457	\$5,457
<b>Information Technology</b>	Meraki Wireless AP Replacements	\$33,625				
	Zoom	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
	Update SAN	\$37,600	\$2,000	\$2,000	\$2,000	\$2,000
	UPS Upgrade for Town Hall Server Room	\$19,000				
	Additional Hours for Computer Desktop Help	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
	Cyber Security Risk Assessment		\$65,000			\$68,000

**Additional Project Highlights**

*(Many of these projects cover many years, so they may not be limited to one fiscal year’s budget)*

Lakeside Middle School Softball Improvements

In 2020, Little Elm entered into a long-term lease with the Little Elm Independent School District to use the land at Lakeside Middle School. A Lakeside Sports Master Plan has been developed, which shows the potential improvements to expand the Town’s youth sports facilities.

Based on Town Council direction, the FY 2021-2022 budget will include improvements for the Lakeside Middle School Softball facilities. These improvements will consist of a youth softball complex made up of three softball fields and a concession stand. Initial cost estimates are \$5,900,000.

Cottonwood Creek Baseball Improvements

Recently, there has been an increased call from the public and parents in the Little Elm Youth Sports Association (LEAYSA) to focus on youth baseball facilities, and there was concern that this was not prioritized in the Cottonwood Park Phase One improvement.

Based on Town Council direction, the FY 2021-2022 budget will include improvements for the Cottonwood Creek Baseball facilities. Improvements will include renovations to the existing ballfields and the replacement of infield grass with turf. Initial cost estimates are \$1,030,000.

#### Little Elm Park Camping Improvements

In 2016, the Council adopted a master plan for camping improvements in Little Elm Park. Although we incorporated many of the recommended improvements into the Cottonwood Park Master Plan the recommendations for improving primitive camping in Little Elm Park still relevant.

Based on Town Council direction, the FY 2021-2022 budget will include improvements to the Little Elm Park Camping area. Potential improvements include a built restroom and shower facility, among other amenities. Initial cost estimates are \$1,500,000.

#### Doe Branch Park

Doe Branch Park is a U.S. Army Corps of Engineers (USACE) controlled park in the northern part of town. Although some amenities exist, the park remains largely undeveloped. In the past, the USACE has been hesitant to allow the Town to lease this property. However, significant growth has occurred in the vicinity over the past few years, which may make them more willing to lease the park to an entity to make improvements.

Based on Town Council direction, staff will be reaching out to USACE to discuss the potential of improvements in this area. If USACE agrees to allow improvements, staff will bring the master plan process for Doe Branch Park. \$100,000 has been set aside for the master plan if it moves forward.

#### Mountain Bike Trail

The idea of incorporating a single-track mountain bike trail in and around the Lakefront Trail has been discussed. Off-road bicycling is a popular sport in the DFW region, and entities such as the Dallas Off-Road Bicycle Association (DORBA) often partner to build and maintain off-road trails in the region.

Based on Town Council direction, staff will reach out to external entities to discuss interest in partnering for this project.

#### King Road Reconstruction

King Road is located in several jurisdictions, including the Town of Little Elm, the City of Frisco, the City of Hackberry, and Denton County. In 2013, the Town of Little Elm entered into an

agreement with the City of Frisco to improve King Road from Witt Road west to the Washington Tract. In return, the City of Frisco contributed money to the Old Witt Road Improvement Project and committed to building the connecting street from Old Witt Road to Stonebrook Parkway. The portion of King Road that Little Elm is obligated to improve is should be complete three years from the beginning of development on the tract of land southwest of the Witt Road and King Road intersection. Although the development of this tract has begun, the Town is working to coordinate a project with the different jurisdictions involved to improve the rest of King Road rather than just the portion Little Elm is obligated to construct. The timeframe and cost will depend on the participation of others and the ultimate scope of the project. Little Elm has money set aside from various impact fee accounts and developer contributions.

It seems that a multijurisdictional project is coming together and may be finalized soon. The total cost of the project is anticipated to be \$6.7 million, and the Town has \$1.5 million set aside for our portion. The Town's share is coming from impact fees and contributions from developments in the area.

In addition to the road project, the bid for utility work has been awarded and will be funded from the Utility Fund. The anticipated cost for the work is approximately \$600,000.

#### Financial and Billing Software

Portions of this project were initially budgeted in the FY 2019-2020 year's budget, but it was put on hold due to the pandemic. A new financial software and utility billing package is a huge undertaking, and significant work went into looking at vendors during the FY 2020-2021 budget. The full project has been updated with a more defined scope and accurate total costs. The total cost of implementation is budgeted at \$1,990,000. This number includes the software for general financial management, utility billing, and contract services to implement the software. The annual software costs after implementation are approximately \$271,686 annually. This will be partially offset by the reduction of \$60,000 paid annually for the current software system. This project is funded out of the General and Utility Funds.

#### McCord Park Water Reuse Water Line

This project will install approximately 5,600 feet of 8" reuse water lines, extending from the recently-built 100,000-gallon reuse water tank located at the wastewater treatment plant to the intersection of Witt Road and King Road (near the entrance of the McCord Park Splash Pad). The estimated cost of construction is \$800,000, and is qualified to receive the American Recovery Act Funds. The plans are at roughly 90% completion and should be ready for bid by the end of the year.

### Cottonwood Creek Park

The Town Council adopted the master plan for Cottonwood Creek Park in 2019. The project is currently under design, and is expected to break ground in the middle of 2020. The first phase of this project will include new trails, pavilions, parking, a playground, restrooms, site amenities, and general improvements. The total budget for the project, including design, is \$5,750,000 and includes funding from the Community Development Corporation, utility contributions, and a Fish and Wildlife grant. The proposed budget includes staffing contingency for Parks Maintenance to ensure proper maintenance resources.

### The Lawn at The Lakefront

The Lawn at The Lakefront is a central part of the mixed-use development happening in The Lakefront™ District. The Lawn will consist of a grand lawn area, playground, amphitheater, yard games, and event space for potential food truck events or farmers markets. The total budget for this project is \$2.8 million and comes from a combination of TIRZ #3 and developer contributions.

### Lakefront Parking

In partnership with the Little Elm Economic Development Corporation (EDC), the Town is constructing a significant amount of the public parking infrastructure located in The Lakefront™ District. This project is underway, and the bid was awarded for \$3.3 million. It is funded from TIRZ #3-backed debt.

### TxDOT Green Ribbon Program

There will be a TxDOT grant-funded project for \$3.3 million that will include median and parkway enhancements from approximately Eldorado Parkway to the entrance of Frisco Ranch. The project has been split into two phases to align with TxDOT's funding timeline. The first phase includes landscaping and irrigation improvements within the medians. The project is currently in the bidding process.

### Wayfinding Signage

The wayfinding sign project will install uniform signage around town that builds upon the Town's established brands and provides directional information to amenities and points of interest throughout the community.

The project is based on the recommendations of a study funded in the FY20 budget. Bids for the project came in at \$487,966. Half of the money is budgeted from the current budget, and the other half is budgeted in the FY22 budget. The project is funded out of the Landscape Fund.

### WWTP Lab Expansion

The current laboratory was built during the initial construction of the Wastewater Treatment Plant in the late 1970s. With several plant expansions and multiple regulatory testing parameter changes, the current facility is not adequate. This project will relocate the existing laboratory to a more suitable location on the treatment grounds and provide for all current and future testing needs. The budgeted amount for the design and construction of this project is \$1,500,000 and is anticipated to be funded by the Utility Fund through the issuance of the 2021 Certificate of Obligations.

### Fire Station #4

Fire Station #4 is planned to be built in the Spiritas Ranch development. As part of the development agreement, the developer of the Spiritas Ranch subdivision will build the fire station at their expense and the construction will begin once the 1200th lot of Spiritas Ranch begins. Based on the current schedule, hiring is anticipated to begin for this station in FY 2023-24 and will be complete in FY 2025-2026, which is when we anticipate that the station will be open. The timing of this project could change depending several variables, including the pace of growth, regional partnership opportunities, or availability of outside funding sources.

### Police Growth Contingencies

As part of the growth in the northern part of Little Elm, a northern substation for the Little Elm Police Department is planned once the Spiritas Ranch Development starts to see significant growth. While the actual location and time frame will be determined in future budgets, \$1.25 million has been set aside in a police substation contingency in Year 4 to ensure that financial planning is in place for the facility.

Although the specific staffing numbers that will be added as a result of Spiritas Ranch have not been finalized, a total of \$2.21 million is included in the five-year budget to add another police beat along the 380 corridor. It is anticipated that this beat will be added in the 2022-2023 budget.

### American Rescue Plan Act Allocation

The Town of Little Elm was designated as an entitlement community and received American Rescue Plan Act funds directly from the Federal Treasury Office. The total amount that we will receive is \$4.2 million. We have received the first half of this money and will receive the second half next year.

The eligible projects that have been identified for funding are the Town Hall remodel, local business incentive voucher program, certain utility projects, broadband improvements, and funding of pandemic related operations. A total of \$1,253,618 has been left unallocated as we

determine what opportunities may exist with our partners in Denton County to fund further broadband improvements.

West Side Emergency Interconnection

This project will provide an emergency interconnection with Mustang Special Utility District to provide emergency water access if there are failures in the line that runs under Lewisville Lake. The estimate for design is \$33,000 in FY 2020-2021 and estimate for improvements is \$390,910 in FY 2021-2022.

**Vehicle Equipment Replacement Fund (VERF)**

In FY 2013-2014, the Vehicle Equipment Replacement Fund (VERF) was established. User departments make annual payments to the fund on all pieces of equipment and vehicles so that when the item reaches the end of its useful life, the money is there ready to purchase its replacement. The total transfer to this fund in the FY 2021-2022 budget is \$1,430,671.

This is the second year the Town has collaborated with Enterprise Fleet. We have seen over this last year successful utilization of when to hit the market to sell the current fleet and what the best fit for replacements. This year, with the assistance of Enterprise Fleet, we can utilize the VERF's balance to purchase new fleet vehicles for the Police Department. We plan to purchase six new units this year and six new units in FY 2023 to provide each police officer a unit to drive home. The result will provide less wear and tear on vehicles and provide a better rate of return on resale value due to lower mileage.

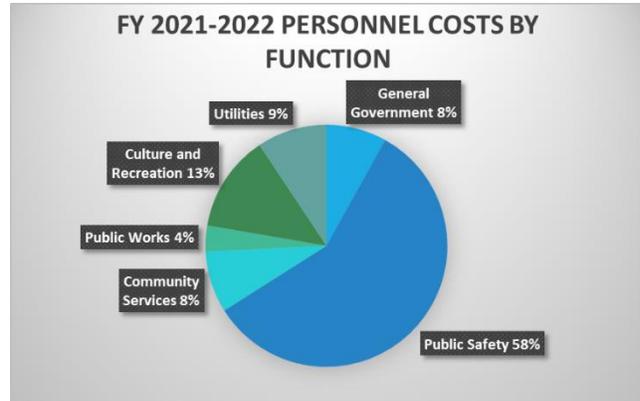
Fire has an engine apparatus that is experiencing high maintenance costs. We plan to replace this engine before the scheduled replacement cycle to provide a safe engine by utilizing the VERF fund balance to offset the contributions for replacement of the engine sooner than scheduled. As we move forward with Enterprise, we plan to reduce the contributions to the VERF with the offset of auction proceeds earnings to minimize a fund balance growth but still maintaining a balance that will be able to replace future fleet and equipment.

**Employees**

The total number of budgeted employees or FTEs (full-time equivalents) is 380 for a salary with benefits cost of \$33.8 million in FY 2021-2022.

We will be experiencing cost increases in personnel due to new positions, increasing cost of insurance premiums, TMRS, and pay increases.

In FY 2021-2022, employees will receive a step increase relevant to their position in the pay plan. In addition to the regular step increases a 2.5% cost of living adjustments are planned for FY 2021-2022 and FY 2023-2024. The new positions proposed within the five-year budget include the following:



**FY 2021-2022 Positions**

- Court Clerk, Municipal Court
- Public Safety Analyst, Fire/Police Department
- PT Purchasing Technician to FT Buyer, Finance
- Graduate Engineer, Development Services
- GIS Technician, Development Services
- Overtime Relief Firefighter, Fire
- Utility Systems Tech 1, Public Works
- City Management Intern, Administrative Services

**FY 2022-2023 Positions**

- Detective, Police Department

**FY 2023-2024 Positions**

- Traffic Officer, Police Department
- Warrant Officer, Police Department
- Phase I - 7 Fire Fighters, Fire Department

**FY 2024-2025 Positions**

- Phase II – 4 Fire Fighters and reclassify 6 positions, Fire Department

**FY 2025-2026 Positions**

- Phase III – 7 Fire Fighters, Fire Department

**Insurance**

Little Elm is facing the issue that many employers are facing, which is increasing costs to provide insurance. A 10% increase in premiums (\$448,912) has been budgeted. As we move into looking

at cost reductions, the health insurance coverage will be reviewed annually.

**TMRS**

Texas Municipal Retirement System (“TMRS”), a statewide administered pension plan, is a “cash balance plan” in which members make regular contributions to individual accounts that are matched with employer contributions and supplemented with investment income. TMRS covers 849 cities, and each municipality can design a benefit plan to meet its needs and cost structure.

The Town provides pension benefits for all of its full-time employees through TMRS. The Town continues to contribute 100% of its annual required contribution (ARC) at an actuarially determined rate and is solid. Both the employees and the Town make contributions monthly. The Town’s TMRS plan is a 2 to 1 matching ratio with a five-year vesting period. Service eligibility for retirement is age 60 with five years of service or any age with 20 years of service. The Town has updated service credits and COLA, all annual repeating.

The Town’s FY 2020-2021 contribution rate is 13.53%, with the FY 2021-2022 rate at 13.85%, which is about a 2.37% increase. As a result, the budgetary impact of the TMRS contribution rate and the Town’s estimated wage and compensation budget for FY 2021-2022 will increase by approximately \$326,370. The following table reflects the Town’s historical contribution rates:

TMRS	2014	2015	2016	2017	2018	2019	2020	2021	2022
Town Contribution Rate	10.84%	12.95%	13.05%	13.61%	13.54%	13.31%	13.59%	13.53%	13.85%
Employee Contribution Rate	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%

**General Fund**

The General Fund is the fund that houses the basic services of municipal government. These services include Police, Fire, Streets, Development Services, Parks and Recreation, Governmental Administration, and all internal services. The total amount of expenditures in this fund is proposed for FY 2021-2022 is \$42,339,897. Without transfers to the other funds, the amount is \$40,213,309. General Fund revenues and budgeted transfers are estimated at \$41,238,497 for FY 2021-2022. This is a decrease of 0.45% or (\$184,394) over amended FY 2020-2021. The sales tax maximum rate is 8.25%, with 1% contributed to the Town of Little Elm’s General Fund. The sales tax is projected to approximately \$5.772 million or 17% more than last year’s budget in the General Fund. This growth results from continued commercial development, population growth in the area, and a continued shift to online shopping for many of our residents.

Revenue from permitting activity continues to provide sustaining support to general-purpose operations. Single family residential dwelling permitting activity was budgeted to reflect 1,000

new construction permits in FY 2020-2021. Building permit revenues in FY 2020-2021 have exceeded the budgeted revenue of \$2.450 million due to the growth, and a new estimate of \$4.40 million will be reported this year, which includes all permit fees for residential, commercial, and multi-family. The Town is forecasting conservative growth in new construction permits for residential at 1,200 units in FY 2021-2022. With residential and commercial permitting, the anticipated revenue for building permits will be approximately \$2.50 million.

As discussed above, property tax represents 51% of the total funding sources of the General Fund at \$21.023 million and is approximately \$392,000 thousand or 2% more than FY 2020-2021. The growth is from new construction values and appreciation in property values. The transfers into the General Fund represent 5.39% of total sources of funds and include payment for General and Administrative services from the Utility Fund.

General Fund operating expenditures total \$40,213,309 before transfers out. With transfers, the total General Fund budget for FY 2021-2022 is \$42,339,897. This budget is a 10.3% decrease or \$4,847,210 less than FY 2020-2021 budget. This budget without transfers is a 0.42% increase or \$166,352 more than FY 2020-2021.

A comparison of the General Fund budgeted expenses for FY 2020-2021 and FY 2021-2022 is illustrated in the table below:

General Fund	FY 2020-2021 Amended	FY 2021-2022 Proposed	Difference
Operations	\$40,046,957	\$40,213,309	\$166,352
Transfers	\$7,140,149	\$2,126,588	(\$5,013,561)
Total	\$47,187,107	\$42,339,897	(\$4,847,210)

Like most municipal organizations, Public Safety makes up the most significant cost center of general-purpose operations with a combined budget of \$23.319 million or 58% of the total General Fund Budget. These services include Police, Fire, Municipal Court, Animal Services, and ambulance costs. By category, personnel costs represent about 68% or \$28.482 million of General Fund operation costs.

The total ending fund balance for the General Fund is projected to be \$22.7 million for FY 2021-2022. This estimated and projected ending fund balance is approximately 53.66% of operating expenditures. The Town’s fund balance legal reserve requirement by town ordinance is 25% and is equal to approximately \$10.584 million, leaving a budgeted amount that will be rolled forward for use in future years while the tax base grows in the northern part of the community.

The Town of Little Elm utilizes a conservative strategy when projecting revenues and expenditures. Revenue and expenditure patterns are closely monitored so that adjustments can be made as needed.

### **Utility Fund**

The Utility Fund (“the utility system”) is 100% self-supporting with rates and charges sufficient to cover operating, debt and various scheduled capital outlay purchases and capital infrastructure projects. The Town operates a full-service utility with water production and distribution, sewer collection, treatment, and meter billing and collection. The Utility Fund serves as a business enterprise and utilizes full accrual accounting. The Utility Fund segregates and distinguishes water operations and sewer function and works toward making each operation self-supporting.

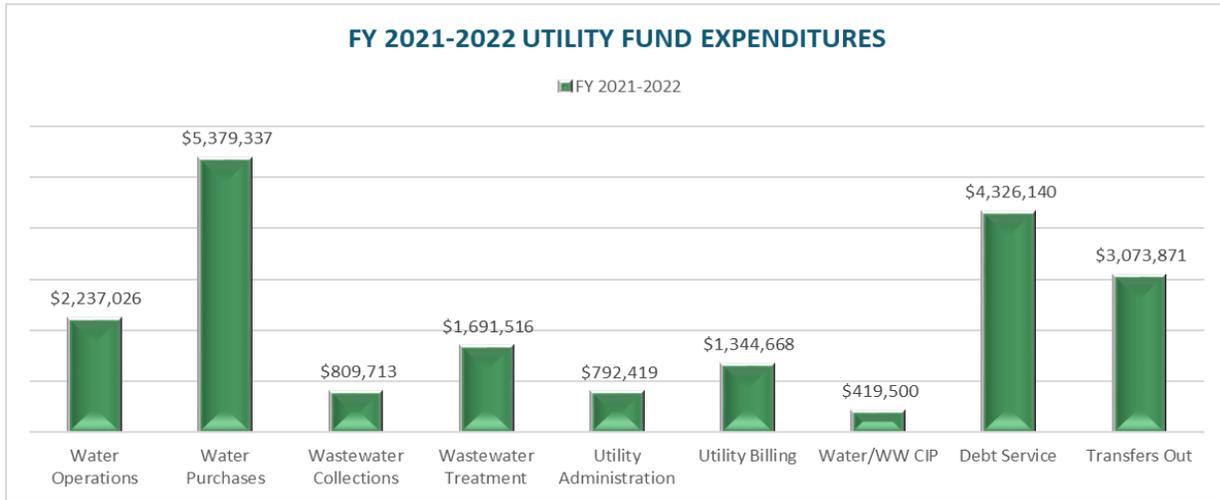
The FY 2021-2022 budget for Water and Sewer combined operations incorporates the multi-year rate package approved by the Town Council on September 15, 2020. The rate plan provided a rate freeze for the FY 2020-2021 but includes rate adjustments commencing in October 2021, October 2022, October 2023, and October 2024. The adopted rate plan is sufficient to fund operating, debt, and capital expenditures to be incurred by the Town over the forecasted time frame and maintain a healthy fund balance.

With the Water and Sewer Fund is expected to begin FY 2021-2022 with a \$16.8 million working capital balance, the Town is maintaining working capital per policy of a minimum of 60 days reserves. As a result, the expected ending working capital balance will be in excess of the required reserve at \$14 million. A healthy fund balance is necessary to help fund future capital projects and one-time maintenance infrastructure costs planned within the five-year balanced budget.

The total Utility Fund revenues from rates, fees, and charges are expected to be \$20.3 million, and with interest earnings of \$200,000, the total revenues of the system are estimated at \$20,571,974. It is expected that total revenues will be 7.36% more than the prior-year budget due to a growth in residential, multi-family and commercial connections to the Town’s utility system and the 2% water rate increase planned in the multi-year rate plan. The Town assesses and collects water and sewer developer impact fees to help pay the costs of the infrastructure associated with new development for commercial and residential development.

Other fees are related to services performed in the field for new connections and penalties and interest on late payments and disconnects. Other financing sources include impact fees and other developer contributions. The Utility Fund expenses for operations, debt, transfers, infrastructure

improvements, and capital items total \$20,074,190. The following graph reflects the uses of funds in the Town’s utility system:



The budget includes a pass-through increase for water purchased through the North Texas Municipal Water District (NTMWD). The rate for purchased water remains flat based on the information the Town has received from NTMWD for \$3.04 per 1,000 gallons. Wholesale water costs for FY 2020-2021 were \$5,027,418, while FY 2021-2022 is projected to be \$5,379,337, which represents a 7% increase.

**Solid Waste Fund**

This fund is a business-type fund and is utilized to account for the Town’s solid waste activities (refuse, hazardous waste, and recycling materials). The Town contracts for solid waste collection with Community Waste Disposal, Inc. (CWD). Due to the closure of the DFW Landfill in Lewisville in late 2019, CWD requested an amendment to the contract to address the disposal cost increase. The amended agreement was approved effective February 1, 2020, and included an extension of the contract to 2025. The residential rates are frozen until September 2022 and can only be allowed to increase for disposal costs if approved by the Town annually. Residents currently pay \$18.03 for household refuse collection and disposal. The Town’s commercial accounts are billed directly by CWD.

The Town operates its courtesy disposal site with franchise and user fees generated through this fund. The Solid Waste Fund accounts for the Town’s semi-annual clean-up events and for the cost of disposal of household hazardous waste collection and disposal. The annual contract for waste collection and disposal is estimated at \$2.426 million. With this amount, the FY 2021-2022 budget

for the Town's Solid Waste Fund is \$2,671,132 before transfers and is supported by franchise fees, billing, and collection fees and sales of service of \$3,464,061.

## **SPECIAL REVENUE FUNDS**

### **Street Improvement and Maintenance Fund**

The budgeted amount out of the ¼ cent Street Maintenance Fund for FY2021-2022 is \$2,055,000. The Street Maintenance Fund is budgeted toward neighborhood street repairs and construction annually. The fund is typically spent down each year to complete as many street maintenance projects as possible.

Little Elm voters renewed a ¼ cent sales tax in May 2021 to construct and maintain the Town's streets. The Town issues an annual competitive bid for street maintenance and awards the bid for street repairs based on a comprehensive street maintenance inventory grid maintained by the Town's engineer. The first election was in 2005. Street Maintenance Project Inventory is updated annually by Public Works and Engineering, and projects are prioritized and placed out to bid. The bids are value-engineered and tailored to the Street Maintenance Sales Tax Budget.

### **Parks and Recreation Fund**

Several years ago, the decision was made to separate the revenue-generating functions of the Parks and Recreation Department into a special revenue fund. This allows staff to take more of a business philosophy towards functions such as The Rec at The Lakefront, Special Events, and Athletic Programming. This philosophy has been paying off as we see early success at The Cove at The Lakefront™, a considerable increase in membership at The Rec, a much higher level of cost recovery in Special Events, Athletics, and Aquatics, and a drastic reduction in the General Fund subsidy to the Parks and Recreation Fund.

The Rec at The Lakefront has already started to recover from the COVID-19 pandemic which had a significant impact on operations and membership. It is anticipated that the facility will end FY 2021-2022, with 80% of its costs recovered.

This fund has seen a significant change in revenues and expenses due to the opening of Little Elm's new aquatic park, The Cove at the Lakefront™ in Spring of 2021.

We are continuing to place a great emphasis on special events and have been moving forward with bringing our events back and growing them now that COVID-19 seems to have leveled out. The planned events include Autumn Fest, Pumpkin Hollow/Haunted Trail, Magic of Lights™, The Big Easy in Little Elm, Brew & Que, and July Jubilee.

Over the course of the five-year budget, it is anticipated that the General Fund will subsidize this fund in the amount of \$149,550. To meet fund balances requirements, revenues in this fund must exceed expenses by 25% to avoid a subsidy from the General Fund. We feel that this fund is in a strong position and it allows user fees to cover the cost of recreation programming and facilities so that very little tax money, if any, is utilized.

### **Landscape Fund**

The funding for this fund comes predominantly from leases the Town has on its tower facilities and funds that developers escrow for landscape and sidewalks. The revenue from the leases total approximately \$160,000, and there is a small amount of \$5,000 for tree mitigation. In addition to tower lease proceeds, the fund is supported with a transfer from the Solid Waste Fund for \$391,000 and \$50,000 from the Community Development Corporation (CDC). This fund will also receive annual payments from various Homeowner Associations (HOAs) as they fulfill contractual agreements to pay back their matching portion of the now-expired Neighborhood Integrity Grant program.

The Landscape Fund also includes the Town's right-of-way mowing contract with a budgeted allocation of \$444,000. Other budgeted expenses include:

- Wayfinding project – Phase II; \$315,000
- Replacing landscape due to winter storm; \$150,000
- Fence repair/staining FY 2025; \$60,000

The Landscape Fund will begin the year with a balance of \$427,959 and is estimated to end the fiscal year with a balance of \$140,954.

### **Drainage Fund**

On November 1, 2011, the Town Council adopted Ordinance #1087, implementing the stormwater management program. Beginning in January 2012, Little Elm utility customers were assessed a drainage fee as established and determined by Town staff and a consulting team. The purpose of the fee is to provide more effective stormwater management throughout Little Elm. It will also help protect Lake Lewisville, the community, private property, and the environment from stormwater problems such as pollution, damage to aquatic habitat, creek erosion, and flooding. The stormwater system is a network of structures, channels, and underground pipes that carry stormwater (rainwater) to ponds, lakes, streams, and rivers. The network consists of both public and private systems. It is an integral part of the stormwater management system in the Town that is designed to control the quantity, quality, timing, and distribution of storm runoff. It is not part

of the wastewater (sanitary) sewer system, which carries water and waste from drains (sinks, bathtubs, showers, etc.) and toilets to a treatment plant to be treated and filtered. Stormwater does not flow to a treatment plant.

The Town's drainage fee is based on a drainage master plan as approved by the Town Council and is calculated on impervious service areas. There is a standard square footage assessment for each residential property with commercial properties based on square footage plus concrete parking. Residents pay a base fee of \$3.35, and commercial accounts pay a calculated rate on their impervious area per their equivalent residential units of \$3.35.

The total budget for the Storm Drainage Fund for FY 2021-2022 is \$517,568 and funds vehicles, equipment, and personnel to oversee drainage work. There is also funding of various drainage projects to improve the creeks and channels within the Town including:

- Lakefront Trail Drainage and Concrete Addition, FY22 - \$35,300
- Flood Warning System (Lakeshore Drive bridge), FY22 - \$15,000
- Wynfield Farms Outfalls, FY24 - \$60,000
- Shell Beach Drainage Project, FY24 - \$75,000

### **PEG Fund**

This fund was established by Council in FY 2012-2013 to provide funding for the Town's future public access and educational channel. The estimated balance at the fiscal year ending September 30, 2021, will be approximately \$83,120. The annual revenue to support the fund will be approximately \$42,500 for FY 2021-2022. In the coming years, the PEG fund will be utilized to make improvements to improve the broadcast and viewing quality of the Council meetings and public information.

### **Community Development Corporation Fund (CDC)**

The CDC is supported by a .25 cent sales tax and is utilized to support parks and recreation improvements and programs in the Town of Little Elm. The CDC typically covers the debt service for portions of parks projects completed in previous years, such as Little Elm Park improvements, Beard Park improvements, and improvements at The Rec at The Lakefront. It has also been a critical funding source for many trail and lighting projects. In the coming budget, the major expenses of the CDC are as follows:

- Lightning Detection System, FY22-FY26 - \$6,000
- Miscellaneous Park Projects, FY22-FY26 - \$50,000
- Twenty-year debt issuance of \$4M for the construction of Cottonwood Lakefront Park, FY 2022-2026 - \$1,285,000 debt service payments

- Lakefront Grill and Pavilion Remodel, FY22 - \$22,000
- Little Elm Park Beach Shower Replacement, FY22 - \$11,600

### **TIRZ # 3, Lakefront Tax Increment Reinvestment Zone**

The TIRZ for The Lakefront District was set up a few years ago to benefit and enhance the development of this unique area in Little Elm. The Town, EDC, CDC, and Denton County all participate in this TIRZ with the contribution of revenues earmarked for improvements in this area. The funding that is supporting the TIRZ is based on the incremental increase of property taxes and sales taxes generated within the boundaries of the TIRZ. There was very little revenue for the first couple of years, but now that many new projects have occurred in the Lakefront District, revenue sufficient enough to begin going towards improvements is beginning to be generated. The following are the items funded out of the TIRZ #3 Budget in FY 2021-2022:

- Beach Sand, FY22-FY26 - \$30,000
- Seasonal Banners, FY22-FY26 - \$15,000
- Utility Box Wraps, FY22 - \$13,590
- Sponsorship for July Jubilee, FY22-FY26 - \$30,000
- Placemaking Monuments, FY22 - \$65,000
- Lakefront Programming, FY22 – \$30,000, FY23-24 - \$40,000, FY25-26 - \$50,000
- Lakefront Marketing, FY22-FY26 - \$10,000
- Transfer to General Fund for Marketing Administration, FY22-FY26 - \$100,000
- efrogs, FY22-FY26 - \$16,400
- Lakefront Videos Seasonal and Offseason, FY22-23 – \$10,000; FY24-26 – \$12,000

### **Debt**

The purpose of this fund is to record property taxes levied and collected to pay annual principal and interest payments on debt obligations with a legally binding pledge to repay with a commitment of a yearly tax levy against property values certified by the Denton County Appraisal District. The following is a list of all debt obligations:

**PROPOSED BUDGET**

Bond Series	Obligation	Maturity	Callable	Principal	Interest	Total Outstanding 9/30/2021	P&I Due FY 2021-2022
		Date	Date				
<b>PRIMARY GOVERNMENT</b>							
2012	General Obligation Refunding Bonds - \$6.958M	8/1/2024	8/1/2021	\$ 480,000	\$ 19,500	\$ 499,500	\$ 324,400
2012A	General Obligation Refunding Bonds - \$2.735M	8/1/2027	8/1/2022	1,210,000	90,079	1,300,079	215,289
2013	Certificates of Obligations - \$6M (CDC)	8/1/2033	8/1/2023	3,990,000	901,950	4,891,950	407,400
2013A	Certificates of Obligations - \$3M	8/1/2033	8/1/2023	2,060,000	529,325	2,589,325	216,550
2014	General Obligations Refunding - \$4.550M	8/1/2029	8/1/2024	1,180,000	205,375	1,385,375	171,650
2015	Certificates of Obligations - \$9.655M	2/1/2036	2/1/2025	7,685,000	1,901,856	9,586,856	639,938
2016	General Obligations Refunding - \$6.725M	8/1/2027	8/1/2025	3,805,000	317,212	4,122,212	745,119
2018	Certificates of Obligations - \$15.460M	2/1/2038	2/1/2028	11,370,000	3,806,072	15,176,072	892,356
2019	General Obligations Refunding - \$7.230M	8/1/2029	-	6,170,000	915,400	7,085,400	860,800
2019	Certificates of Obligations - \$6.640M	2/1/2039	2/1/2028	6,135,000	2,031,125	8,166,125	453,350
2020	General Obligations Refunding - \$5.725M	8/1/2030	-	5,005,000	274,104	5,279,104	589,054
2020	Certificates of Obligations - \$4.085M	8/1/2040	8/1/2029	3,905,000	903,550	4,808,550	252,400
2021	Certificates of Obligations - \$15M	8/1/2041	8/1/2030	15,000,000	4,527,250	19,527,250	960,000
<b>TOTAL DEBT FOR PRIMARY GOVERNMENT (TAX SUPPORTED)</b>				<b>\$ 67,995,000</b>	<b>\$ 16,422,798</b>	<b>\$ 84,417,798</b>	<b>\$ 6,728,306</b>
<b>SELF-SUPPORTING DEBT OF THE UTILITY</b>							
2012	General Obligation Refunding Bonds - \$6.985M	8/1/2024	8/1/2021	\$ 875,000	\$ 53,100	\$ 928,100	\$ 306,250
2012	Certificate of Obligations - \$6.0M	8/1/2027	8/1/2022	\$ 2,750,000	\$ 220,908	\$ 2,970,908	\$ 484,676
2013	General Obligation Refunding Bonds - \$3.040M	9/1/2025	9/1/2022	1,245,000	74,375	1,319,375	276,806
2014	General Obligations Refunding - \$4.550M	8/1/2029	8/1/2024	1,485,000	250,375	1,735,375	222,175
2016	Certificate of Obligations - \$7.640M	8/1/2036	8/1/2025	6,265,000	1,612,394	7,877,394	525,594
2017	Certificate of Obligations - \$11.830M	8/1/2037	8/1/2026	9,850,000	2,914,875	12,764,875	799,138
2017	General Obligations - \$13.645M	8/1/2034	8/1/2026	11,655,000	2,911,713	14,566,713	1,117,625
2021	Certificates of Obligations - \$9M	8/1/2041	8/1/2030	9,000,000	2,743,625	11,743,625	622,500
<b>TOTAL SELF-SUPPORTING DEBT (UTILITY)</b>				<b>\$ 43,125,000</b>	<b>\$ 10,781,363</b>	<b>\$ 53,906,363</b>	<b>\$ 4,354,764</b>
<b>TOTAL DEBT OBLIGATIONS</b>				<b>\$ 111,120,000</b>	<b>\$ 27,204,161</b>	<b>\$ 138,324,161</b>	<b>\$ 11,083,070</b>

**Conclusion**

This completes the highlights of the FY 2021-2022 budgets and a balanced financial plan through FY 2025-2026. We feel that we have done our best to listen to the directives set forth by the Town Council at the beginning of the budgeting process and met all the needs communicated. The Town of Little Elm staff and department heads have put a tremendous amount of effort into building a budget that is conservative and respectful of the taxpayers' resources while still addressing the needs and challenges that are presented by the unprecedented growth the community is experiencing. I am proud that this is a document put together by a team who all had the best interests of the community at heart.

Respectfully submitted,



Matt Mueller  
Town Manager



# **CONSOLIDATED BUDGET FUND SUMMARY**

**FISCAL YEAR  
2021 - 2022**



## CONSOLIDATED BUDGET FUNDS SUMMARY

Revenues, Expenditures and Change in Fund Balance

**FISCAL YEAR 2021 - 2022**

	GOVERNMENTAL FUNDS					SUBTOTAL
	GENERAL FUND	DEBT SERVICE FUND	SPECIAL REVENUE FUNDS	IMPACT FEE FUNDS	CAPITAL IMPROVEMENT FUNDS	
<b>BEGINNING FUND BALANCE</b>	\$ 25,365,505	\$ 809,544	\$ 4,736,605	\$ 2,007,132	\$ 18,624,676	\$ 51,543,462
<b>REVENUES</b>						
Ad Valorem Taxes	\$ 21,022,917	\$ 5,293,000	\$ 433,061	\$ -	\$ -	\$ 26,748,978
Sales and Use Taxes	5,322,918	-	1,562,829	-	-	6,885,747
Franchise and Other Taxes	2,180,000	-	57,000	-	-	2,237,000
Fines and Forfeitures	675,000	-	-	-	-	675,000
Impact Fees	-	-	-	300,000	-	300,000
Licenses, Permits & Fees	2,947,576	-	-	-	740,000	3,687,576
Charges for Services	6,368,300	-	\$933,167	-	-	7,301,467
Intergovernmental	4,300,080	95,000	2,061,578	-	3,260,000	9,716,658
Interest Earnings	220,000	40,000	42,800	21,000	225,000	548,800
Debt Proceeds	-	-	-	-	-	-
Miscellaneous	96,000	-	70,494	-	500,000	666,494
Transfers In	2,251,006	1,160,000	441,000	-	614,000	4,466,006
<b>TOTAL REVENUES</b>	<b>\$ 45,383,797</b>	<b>\$ 6,588,000</b>	<b>\$ 5,601,929</b>	<b>\$ 321,000</b>	<b>\$ 5,339,000</b>	<b>\$ 63,233,727</b>
<b>TOTAL FUNDS AVAILABLE</b>	<b>\$ 70,749,303</b>	<b>\$ 7,397,544</b>	<b>\$ 10,338,535</b>	<b>\$ 2,328,132</b>	<b>\$ 23,963,676</b>	<b>\$ 114,777,189</b>
<b>EXPENDITURES</b>						
General Government	\$ 6,711,295	\$ 15,000	\$ 336,067	\$ -	\$ 525,000	\$ 7,587,362
Public Safety	23,319,279	-	53,490	-	-	23,372,769
Community Services	3,700,656	-	294,685	-	-	3,995,341
Public Works	3,420,290	-	3,831,000	-	1,800,000	9,051,290
Culture and Recreation	7,031,421	-	25,000	-	17,583,525	24,639,946
Utilities	-	-	499,591	-	-	499,591
Debt Service	-	6,728,307	200,000	-	-	6,928,307
Transfers Out	2,126,588	-	481,177	114,000	-	2,721,765
<b>TOTAL EXPENDITURES</b>	<b>\$ 46,309,529</b>	<b>\$ 6,743,307</b>	<b>\$ 5,721,010</b>	<b>\$ 114,000</b>	<b>\$ 19,908,525</b>	<b>\$ 78,796,371</b>
<b>NET INCOME/(LOSS)</b>	<b>\$ (925,732)</b>	<b>\$ (155,307)</b>	<b>\$ (119,081)</b>	<b>\$ 207,000</b>	<b>\$ (14,569,525)</b>	<b>\$ (15,562,644)</b>
<b>ENDING FUND BALANCE</b>	<b>\$ 24,439,774</b>	<b>\$ 654,237</b>	<b>\$ 4,617,525</b>	<b>\$ 2,214,132</b>	<b>\$ 4,055,151</b>	<b>\$ 35,980,818</b>



## CONSOLIDATED BUDGET FUNDS SUMMARY

Revenues, Expenditures and Change in Fund Balance

**FISCAL YEAR 2021 - 2022**

	ENTERPRISE FUNDS			INTERNAL SERVICE FUND	COMPONENT UNIT	CONSOLIDATED FUNDS
	UTILITY FUNDS	IMPACT FEE FUNDS	CAPITAL IMPROVEMENT FUNDS	REPLACEMENT FUNDS	COMMUNITY DEVELOPMENT CORPORATION	TOTAL TOWN WIDE BUDGET
<b>BEGINNING FUND BALANCE</b>	\$ 17,532,619	\$ 3,841,133	\$ 13,154,944	\$ 4,203,630	\$ 1,145,983	\$ 91,421,772
<b>REVENUES</b>						
Ad Valorem Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,748,978
Sales and Use Taxes	-	-	-	-	1,404,905	8,290,652
Franchise and Other Taxes	180,000	-	-	-	-	2,417,000
Fines and Forfeitures	-	-	-	-	-	675,000
Impact Fees	-	700,000	-	-	-	1,000,000
Licenses, Permits & Fees	3,742,561	-	-	-	-	7,430,137
Charges for Services	19,837,474	-	-	-	-	27,138,941
Intergovernmental	-	-	-	-	-	9,716,658
Interest Earnings	205,000	-	125,000	32,000	8,000	918,800
Debt Proceeds	-	-	-	-	-	-
Miscellaneous	71,000	-	-	-	-	737,494
Transfers In	-	-	3,656,275	1,644,565	-	9,766,846
<b>TOTAL REVENUES</b>	<b>\$ 24,036,035</b>	<b>\$ 700,000</b>	<b>\$ 3,781,275</b>	<b>\$ 1,676,565</b>	<b>\$ 1,412,905</b>	<b>\$ 94,840,507</b>
<b>TOTAL FUNDS AVAILABLE</b>	<b>\$ 41,568,654</b>	<b>\$ 4,541,133</b>	<b>\$ 16,936,219</b>	<b>\$ 5,880,195</b>	<b>\$ 2,558,888</b>	<b>\$ 186,262,279</b>
<b>EXPENDITURES</b>						
General Government	\$ -	\$ -	\$ -	\$ 25,000	\$ -	\$ 7,612,362
Public Safety	-	-	-	2,305,601	-	25,678,370
Community Services	-	-	-	256,505	99,800	4,351,646
Public Works	-	-	-	203,899	-	9,255,189
Culture and Recreation	-	-	-	203,430	-	24,843,376
Utilities	15,345,311	-	7,588,668	-	-	23,433,570
Debt Service	4,326,140	-	-	-	-	11,254,447
Transfers Out	3,639,871	2,506,910	-	-	898,300	9,766,846
<b>TOTAL EXPENDITURES</b>	<b>\$ 23,311,322</b>	<b>\$ 2,506,910</b>	<b>\$ 7,588,668</b>	<b>\$ 2,994,435</b>	<b>\$ 998,100</b>	<b>\$ 116,195,806</b>
<b>NET INCOME/(LOSS)</b>	<b>\$ 724,713</b>	<b>\$ (1,806,910)</b>	<b>\$ (3,807,393)</b>	<b>\$ (1,317,870)</b>	<b>\$ 414,805</b>	<b>\$ (21,355,299)</b>
<b>ENDING FUND BALANCE</b>	<b>\$ 18,257,332</b>	<b>\$ 2,034,223</b>	<b>\$ 9,347,551</b>	<b>\$ 2,885,760</b>	<b>\$ 1,560,788</b>	<b>\$ 70,066,473</b>

# GENERAL FUND

## Fiscal Year 2021 - 2022 Budget

The General Fund is the fund that houses the basic services of municipal government. These services include Police, Fire, Streets, Public Works, Development Services, Engineering, Building Inspections, Parks Maintenance, Senior Center, Library, and General Governmental Administration.

### General Government

Departments	Budget
Town Council	\$ 155,630
Town Manager	\$ 1,683,114
Finance Department	\$ 2,571,294
Information Technology	\$ 1,491,303
Town Attorney	\$ 340,000
Marketing & Communications	\$ 469,454
Non-Departmental	\$ 500
<b>Total General Government</b>	<b>\$ 6,711,295</b>

### Public Safety

Departments	Budget
Municipal Court	\$ 673,979
Animal Services	\$ 346,588
Police Department	\$ 11,996,219
Fire Department	\$ 10,302,493
<b>Total Public Safety</b>	<b>\$ 23,319,279</b>

**Community Services**

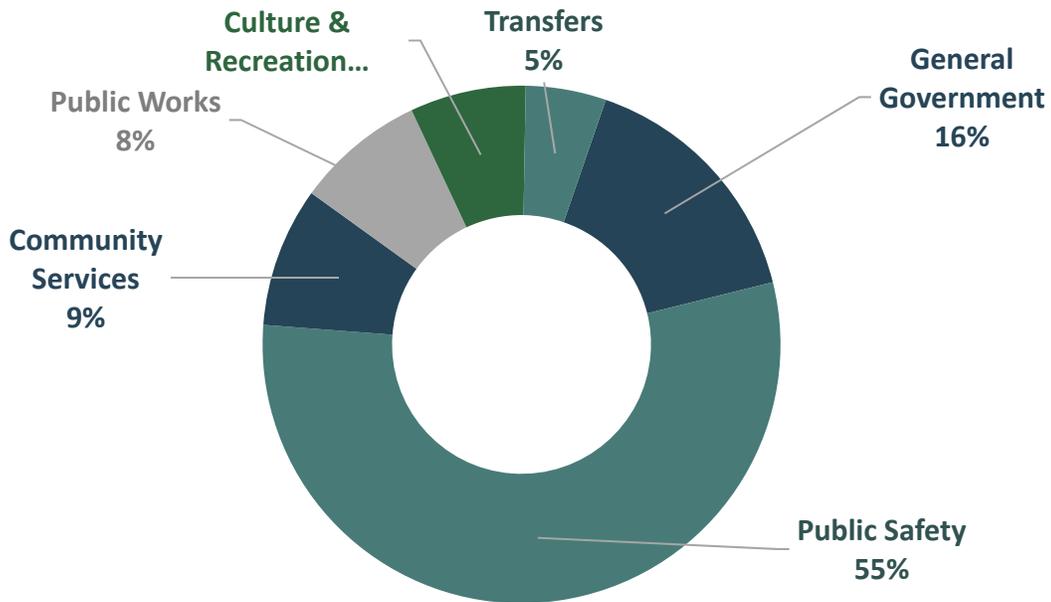
Departments	Budget
Development Services	\$ 1,220,895
Engineering	\$ 945,709
Building Inspection / Code	\$ 945,709
<b>Total Community Services</b>	<b>\$ 3,700,656</b>

**Public Works**

Departments	Budget
Facility Maintenance	\$ 1,006,830
Fleet Services	\$ 456,931
Streets Department	\$ 1,956,529
<b>Total Public Works</b>	<b>\$ 3,420,290</b>

**Culture & Recreation**

Departments	Budget
Library	\$ 671,486
Park Maintenance	\$ 2,159,059
Park Senior Program	\$ 231,244
<b>Total Culture &amp; Recreation</b>	<b>\$ 3,061,789</b>



Proposed BUDGET

GENERAL FUND

Revenues, Expenditures and Change in Fund Balance



BEGINNING FUND BALANCE

REVENUES

Ad Valorem Taxes  
Sales and Use Taxes  
Franchise and Other Taxes  
Fines and Forfeitures  
Licenses and Permits  
Charges for Services  
Intergovernmental  
Interest Earnings  
Miscellaneous  
Transfers In

TOTAL REVENUES

TOTAL FUNDS AVAILABLE

EXPENDITURES

General Government  
Public Safety  
Community Services  
Public Works  
Culture and Recreation

TOTAL EXPENDITURES

Transfers Out

TOTAL TRANSFERS

TOTAL EXPENDITURES INCLUDING TRANSFERS

NET INCOME/(LOSS)

ENDING FUND BALANCE

COMMITTED RESERVES

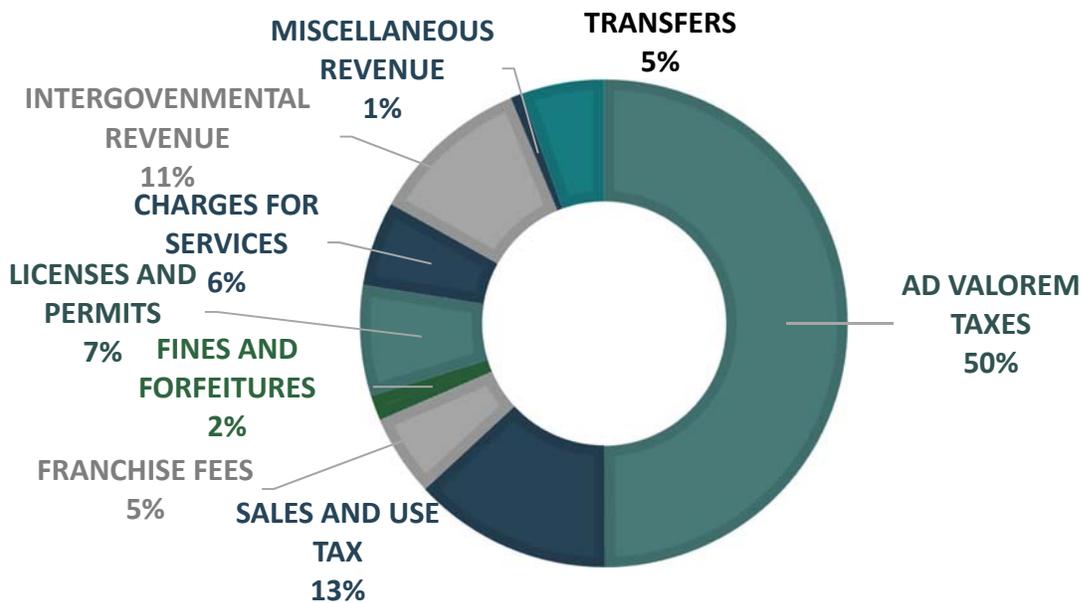
	Actual	Amended Budget	Estimated Budget	Proposed Budget	Planning Years			
	2019 - 2020	2020 - 2021	2020 - 2021		2021 - 2022	2022 - 2023	2023 - 2024	2024 - 2025
BEGINNING FUND BALANCE	\$ 18,344,064	\$ 22,425,013	\$ 22,425,013	\$ 23,820,231	\$ 22,718,832	\$ 21,928,415	\$ 19,311,507	\$ 16,633,428
REVENUES								
Ad Valorem Taxes	\$19,736,243	\$20,631,503	\$21,480,826	\$21,022,917	\$21,547,109	\$22,350,269	\$23,445,867	\$24,269,794
Sales and Use Taxes	4,818,560	4,484,472	5,290,965	5,322,918	5,471,106	5,649,489	5,802,601	5,928,153
Franchise and Other Taxes	2,221,544	2,210,000	2,178,019	2,180,000	2,219,000	2,232,000	2,257,000	2,282,000
Fines and Forfeitures	845,715	670,000	705,380	675,000	728,000	755,000	780,000	805,000
Licenses and Permits	3,678,990	2,838,576	5,067,745	2,947,576	2,942,076	2,944,576	2,924,576	2,174,576
Charges for Services	2,246,315	2,136,500	2,256,375	2,273,000	2,284,500	2,187,500	2,162,500	2,012,500
Intergovernmental	4,875,215	3,706,621	4,957,875	4,300,080	4,550,431	4,751,012	4,717,833	4,734,106
Interest Earnings	401,544	400,000	179,067	200,000	225,000	225,000	250,000	250,000
Miscellaneous	226,603	2,238,219	2,264,166	96,000	96,000	96,000	96,000	96,000
Transfers In	2,072,432	2,107,000	2,098,200	2,221,006	2,232,421	2,275,679	2,356,453	2,434,796
TOTAL REVENUES	\$41,123,162	\$41,422,891	\$46,478,618	\$41,238,497	\$42,295,642	\$43,466,525	\$44,792,830	\$44,986,925
TOTAL FUNDS AVAILABLE	\$ 59,467,226	\$ 63,847,904	\$ 68,903,631	\$ 65,058,729	\$ 65,014,474	\$ 65,394,940	\$ 64,104,337	\$ 61,620,353
EXPENDITURES								
General Government	\$ 4,862,870	\$ 6,364,283	\$ 5,781,781	\$ 6,711,295	\$ 6,585,164	\$ 6,407,034	\$ 6,496,799	\$ 6,766,212
Public Safety	19,451,985	24,451,961	\$ 23,717,122	23,319,279	24,458,381	27,299,298	28,272,250	29,278,737
Community Services	2,710,154	3,140,840	\$ 2,907,601	3,700,656	3,745,153	3,783,982	3,803,017	3,946,707
Public Works	2,332,251	3,137,722	\$ 2,864,883	3,420,290	3,468,530	3,525,608	3,585,693	3,680,305
Culture and Recreation	2,598,071	2,952,151	\$ 2,682,236	3,061,789	3,062,343	3,258,077	3,329,270	3,426,591
TOTAL EXPENDITURES	\$ 31,955,332	\$ 40,046,957	\$ 37,953,624	\$ 40,213,309	\$ 41,319,571	\$ 44,273,999	\$ 45,487,029	\$ 47,098,552
Transfers Out	\$ 5,086,881	\$ 7,140,149	\$ 7,129,776	\$ 2,126,588	\$ 1,766,488	1,809,434	1,983,880	2,197,730
TOTAL TRANSFERS	\$ 5,086,881	\$ 7,140,149	\$ 7,129,776	\$ 2,126,588	\$ 1,766,488	\$ 1,809,434	\$ 1,983,880	\$ 2,197,730
TOTAL EXPENDITURES INCLUDING TRANSFERS	\$ 37,042,213	\$ 47,187,107	\$ 45,083,400	\$ 42,339,897	\$ 43,086,059	\$ 46,083,433	\$ 47,470,909	\$ 49,296,282
NET INCOME/(LOSS)	\$4,080,949	(\$5,764,215)	\$1,395,218	(\$1,101,400)	(\$790,417)	(\$2,616,908)	(\$2,678,079)	(\$4,309,357)
ENDING FUND BALANCE	\$ 22,425,013	\$ 16,660,798	\$ 23,820,231	\$ 22,718,832	\$ 21,928,415	\$ 19,311,507	\$ 16,633,428	\$ 12,324,071
COMMITTED RESERVES	60.54%	35.31%	52.84%	53.66%	50.89%	41.91%	35.04%	25.00%

# GENERAL FUND REVENUE

## Fiscal Year 2021 – 2022 Budget

General Fund revenue is made up of several categories of revenue from across multiple Town departments. These include:

- ❖ **Ad Valorem (Property) Taxes** – Property Taxes are based on the appraised values provided by Denton County Central Appraisal District.
- ❖ **Sales and Use Tax** – Of the two percent sales tax on taxable sales within the Town, one cent is recorded as revenue in the General Fund.
- ❖ **Franchise Fees** – Includes fees assessed for private use of public property.
- ❖ **Fines and Forfeiture** – Includes all court fines and fees, and contractor and constructions fees, and other Town fees.
- ❖ **Licenses and Permits** – Includes permits and licenses required by the Town for homes and businesses.
- ❖ **Charges for Service** – Includes all revenues collected for services provided through the departments funded through the General Fund.
- ❖ **Intergovernmental** – Activities of two or more governments providing assistance for a program.
- ❖ **Miscellaneous** – Items not covered above.





GENERAL FUND REVENUE SUMMARY

Description	Actual	Amended Budget	Estimated Budget	Proposed Budget	Planning Years			
	2019 - 2020	2020-2021	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
<b>AD VALOREM TAXES</b>								
Ad Valorem - Current	\$ 21,360,765	\$ 22,966,506	\$ 23,630,395	\$ 24,393,411	\$ 25,812,878	\$ 27,814,396	\$ 29,673,260	\$ 30,991,843
Contra Property Tax	(1,698,484)	(2,430,003)	(2,298,381)	(3,445,494)	(4,340,769)	(5,539,127)	(6,302,393)	(6,797,049)
Penalty and Interest Earnings on Delinquent	58,237	45,000	52,592	50,000	50,000	50,000	50,000	50,000
Ad Valorem - Prior Year	15,724	50,000	96,220	25,000	25,000	25,000	25,000	25,000
Vehicle Inventory Tax	-	-	-	-	-	-	-	-
<b>Total Ad Valorem Taxes</b>	<b>\$ 19,736,243</b>	<b>\$ 20,631,503</b>	<b>\$ 21,480,826</b>	<b>\$ 21,022,917</b>	<b>\$ 21,547,109</b>	<b>\$ 22,350,269</b>	<b>\$ 23,445,867</b>	<b>\$ 24,269,794</b>
<b>SALES AND USE TAX</b>								
Town Sales Tax	\$ 5,052,668	\$ 4,934,472	\$ 5,628,571	\$ 5,772,918	\$ 5,946,106	\$ 6,124,489	\$ 6,277,601	\$ 6,403,153
Contra Sales Tax	(311,507)	(525,000)	(418,347)	(525,000)	(550,000)	(550,000)	(550,000)	(550,000)
Mixed Drink Tax	77,400	75,000	80,741	75,000	75,000	75,000	75,000	75,000
<b>Total Sales and Use Tax</b>	<b>\$ 4,818,560</b>	<b>\$ 4,484,472</b>	<b>\$ 5,290,965</b>	<b>\$ 5,322,918</b>	<b>\$ 5,471,106</b>	<b>\$ 5,649,489</b>	<b>\$ 5,802,601</b>	<b>\$ 5,928,153</b>
<b>FRANCHISE FEES</b>								
Franchise Fee - Electric	\$ 1,867,075	\$ 1,825,000	\$ 1,845,443	\$ 1,850,000	\$ 1,887,000	\$ 1,900,000	\$ 1,925,000	\$ 1,950,000
Franchise Fee - Gas	191,801	200,000	200,308	200,000	200,000	200,000	200,000	200,000
Franchise Fee - Cable	129,237	150,000	105,374	100,000	100,000	100,000	100,000	100,000
Franchise Fee - Telephone	33,430	35,000	26,894	30,000	32,000	32,000	32,000	32,000
<b>TOTAL Franchise Fees</b>	<b>\$ 2,221,544</b>	<b>\$ 2,210,000</b>	<b>\$ 2,178,019</b>	<b>\$ 2,180,000</b>	<b>\$ 2,219,000</b>	<b>\$ 2,232,000</b>	<b>\$ 2,257,000</b>	<b>\$ 2,282,000</b>
<b>FINES AND FORFEITURES</b>								
Municipal Court Fines	\$ 823,428	\$ 650,000	\$ 679,629	\$ 650,000	\$ 700,000	\$ 725,000	\$ 750,000	\$ 775,000
State Court Accident Report Fee	-	-	-	-	-	-	-	-
Court Credit Card Fees	22,287	20,000	25,751	25,000	28,000	30,000	30,000	30,000
<b>TOTAL FINES AND FORFEITURES</b>	<b>\$ 845,715</b>	<b>\$ 670,000</b>	<b>\$ 705,380</b>	<b>\$ 675,000</b>	<b>\$ 728,000</b>	<b>\$ 755,000</b>	<b>\$ 780,000</b>	<b>\$ 805,000</b>
<b>LICENSES AND PERMITS</b>								
Mobile Home Park Licenses	\$ 14,076	\$ 14,076	\$ 14,076	\$ 14,076	\$ 14,076	\$ 14,076	\$ 14,076	\$ 14,076
Annual Permits	40,700	40,000	35,700	35,000	35,000	35,000	35,000	35,000
Certificate of Occupancy	4,550	2,500	5,300	4,000	3,500	3,500	3,500	3,500
Building Permits	3,200,017	2,450,000	4,551,972	2,500,000	2,500,000	2,500,000	2,500,000	1,750,000
Plumbing Permits	175	-	-	-	-	-	-	-
Contractor Regs and Reinspections	123,275	95,000	126,134	125,000	120,000	120,000	100,000	100,000
Other Permits	7,805	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Irrigation Permits	204,344	165,000	253,340	200,000	200,000	200,000	200,000	200,000
Sign Permits	8,050	10,000	7,150	7,500	7,500	10,000	10,000	10,000
Engineering Contractor Registration	-	-	2,800	-	-	-	-	-
Alarm Permits	75,998	60,000	69,273	60,000	60,000	60,000	60,000	60,000
<b>Total Licenses and Permits</b>	<b>\$ 3,678,990</b>	<b>\$ 2,838,576</b>	<b>\$ 5,067,745</b>	<b>\$ 2,947,576</b>	<b>\$ 2,942,076</b>	<b>\$ 2,944,576</b>	<b>\$ 2,924,576</b>	<b>\$ 2,174,576</b>
<b>CHARGES FOR SERVICES</b>								
Rental Registrations	\$ 257,240	\$ 250,000	\$ 268,327	\$ 265,000	\$ 265,000	\$ 265,000	\$ 265,000	\$ 265,000
Infrastructure Inspection Fees	166,808	250,000	67,174	125,000	125,000	125,000	100,000	100,000
Fire Code Inspection Fees	13,124	15,000	22,167	15,000	20,000	20,000	20,000	20,000
Platting Fees	27,523	25,000	74,980	50,000	50,000	50,000	25,000	25,000
Planning and Zoning Fees	7,850	7,000	10,200	8,000	7,000	5,000	5,000	5,000
Plan Review Fees	509,535	400,000	638,881	600,000	600,000	500,000	500,000	350,000
Animal Control Revenue	19,622	20,000	23,078	20,000	20,000	20,000	20,000	20,000



**GENERAL FUND REVENUE SUMMARY CONTINUED**

**Description continued**

	Actual	Amended Budget	Estimated Budget	Proposed Budget	Planning Years			
	2019 - 2020	2020-2021	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
Facility Rentals	750	-	600	-	-	-	-	-
Senior Travel/Entertainment Funds	(4,657)	-	-	-	-	-	-	-
Cottonwood Creek Marina - Land USE	\$ 1,875	\$ 2,500	\$ 3,125	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
Library Revenue	5,750	12,000	3,860	7,500	10,000	10,000	10,000	10,000
Concession Proceeds	35,506	30,000	70,021	40,000	40,000	40,000	40,000	40,000
Cottonwood Creek Marina - Sales	123,990	85,000	38,818	85,000	85,000	85,000	85,000	85,000
Boat Ramp Fees	94,084	65,000	56,140	80,000	80,000	85,000	85,000	85,000
Ambulance/Fire Runs	897,072	900,000	925,000	925,000	925,000	925,000	950,000	950,000
Fire Runs/Collection	60,244	45,000	24,004	20,000	25,000	25,000	25,000	25,000
Transfer from LEEDC	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
<b>Total Charges for Services</b>	<b>\$ 2,246,315</b>	<b>\$ 2,136,500</b>	<b>\$ 2,256,375</b>	<b>\$ 2,273,000</b>	<b>\$ 2,284,500</b>	<b>\$ 2,187,500</b>	<b>\$ 2,162,500</b>	<b>\$ 2,012,500</b>
<b>INTERGOVERNMENTAL REVENUE</b>								
Library Qtr Pledge Denton County	\$ 43,600	\$ 43,600	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000
Fire Services Pledge Denton County	101,800	85,000	112,900	100,000	115,000	118,000	120,950	124,000
Ambulance Pledge Denton County	57,022	50,000	69,905	70,000	72,000	74,000	75,000	75,000
DCFWS-Police Service Agreement	628,345	602,008	602,008	665,072	685,024	702,150	702,150	702,150
Contract Payment/Lakewood Village-Fire/EMS	30,000	15,000	31,500	46,000	46,000	46,000	46,000	46,000
Contract Payment/City of Hackberry-PD	101,530	96,695	101,530	106,606	109,270	110,500	112,550	112,550
Paloma Creek Police Services	1,523,988	1,658,917	1,658,917	1,841,452	1,887,488	1,981,863	2,031,409	2,082,194
Other Grants/Reimbursements	17,909	59,349	62,875	-	-	-	-	-
SRO Contracts - LEISD, DISD	859,878	881,052	903,811	909,395	932,130	955,433	979,319	979,319
MUTUAL AID REIMBURSEMENTS	38,611	-	89,760	-	-	-	-	-
FISD Miller/Roberts	-	-	73,500	2,500	2,500	2,500	2,500	2,500
DCFWS - Fire Services	-	-	78,330	204,370	344,112	400,392	400,392	400,392
Reimbursement	171,884	215,000	358,385	165,000	165,000	165,000	165,000	165,000
CRF CARES Act Funding	1,300,649	-	688,649	-	-	-	-	-
American Recovery Act Funds	-	-	80,805	144,685	146,906	150,174	37,563	-
<b>Total Intergovernmental Revenue</b>	<b>\$ 4,875,215</b>	<b>\$ 3,706,621</b>	<b>\$ 4,957,875</b>	<b>\$ 4,300,080</b>	<b>\$ 4,550,431</b>	<b>\$ 4,751,012</b>	<b>\$ 4,717,833</b>	<b>\$ 4,734,106</b>
<b>Interest Earnings</b>	<b>\$ 401,544</b>	<b>\$ 400,000</b>	<b>\$ 179,067</b>	<b>\$ 200,000</b>	<b>\$ 225,000</b>	<b>\$ 225,000</b>	<b>\$ 250,000</b>	<b>\$ 250,000</b>
<b>MISCELLANEOUS REVENUE</b>								
Auction Proceeds	\$ 5,820	\$ -	\$ 2,455	\$ -	\$ -	\$ -	\$ -	\$ -
Gain/Loss on Sale of Assets	-	-	-	-	-	-	-	-
Insurance Riembursements	146,329	75,000	86,722	40,000	40,000	40,000	40,000	40,000
Abatement Reimbursements	15,178	6,000	6,556	6,000	6,000	6,000	6,000	6,000
Miscellaneous Revenue	59,276	56,986	68,200	50,000	50,000	50,000	50,000	50,000
TIRZ 5 contribution revenue	-	2,100,233	2,100,233	-	-	-	-	-
<b>Total Miscellaneous Revenue</b>	<b>\$ 226,603</b>	<b>\$ 2,238,219</b>	<b>\$ 2,264,166</b>	<b>\$ 96,000</b>				
<b>TRANSFERS</b>								
Transfer from Water Utility Fund	\$ 1,800,000	\$ 1,810,000	\$ 1,810,000	\$ 1,924,506	\$ 1,935,921	\$ 1,954,179	\$ 2,034,953	\$ 2,113,296
Transfer from Solid Waste Fund	175,000	175,000	175,000	175,000	175,000	200,000	200,000	200,000
Transfer from CDC	12,000	12,000	12,000	15,000	15,000	15,000	15,000	15,000
Transfer from Other Funds	85,432	110,000	101,200	106,500	106,500	106,500	106,500	106,500
Transfers In	-	-	-	-	-	-	-	-
<b>Total Transfers</b>	<b>\$ 2,072,432</b>	<b>\$ 2,107,000</b>	<b>\$ 2,098,200</b>	<b>\$ 2,221,006</b>	<b>\$ 2,232,421</b>	<b>\$ 2,275,679</b>	<b>\$ 2,356,453</b>	<b>\$ 2,434,796</b>
<b>TOTAL REVENUE</b>	<b>\$ 41,123,162</b>	<b>\$ 41,422,891</b>	<b>\$ 46,478,618</b>	<b>\$ 41,238,497</b>	<b>\$ 42,295,642</b>	<b>\$ 43,466,525</b>	<b>\$ 44,792,830</b>	<b>\$ 44,986,925</b>

# **PARKS AND RECREATION FUND**

## **Fiscal Year 2021 – 2022 Budget**

This fund is the fiscal and accounting entity used to record financial transactions and balances related to the operation of the Town's recreation programs. The Fund has four divisions – Aquatic Facility, Recreation Programming, Special Events and Athletics. The two-story recreation center spans over 26,000 square feet. The facility includes elements such as a large state of the art fitness area, full-size gym, recreation classrooms, multi-purpose room, craft room, outdoor terrace, and spacious men's and women's locker rooms. The facility offers memberships, group exercise, programs and classes of all types, amenities, and facility rentals.

The Cove at The Lakefront™ aquatic park opened in 2021. The new aquatics facility is over 42,000 square feet, with a retractable roof that provides year-round entertainment and activities for all ages. The Cove™ has a FlowRider® Double, a zero-depth splash pad, a large play structure, multiple slides, an activity pool, entertainment areas, party rooms, and cabanas.



Fund 113

## PARKS AND RECREATION FUND

Revenue, Expenditures, and Change in Fund Balance

	Actual	Amended Budget	Estimated Budget	Proposed Budget	Planning Years			
	2019 - 2020	2020 - 2021	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	2024 - 2025	2025 - 2026
<b>BEGINNING FUND BALANCE</b>	\$ 1,329,588	\$ 1,292,457	\$ 1,292,457	\$ 1,545,274	\$ 1,464,177	\$ 1,322,933	\$ 1,050,448	\$ 638,842
<b>REVENUES</b>								
Events	\$ 228,394	\$ 936,294	\$ 785,740	\$ 903,000	\$ 909,000	\$ 909,500	\$ 917,000	\$ 917,000
Fees	501,829	2,350,300	1,772,092	3,192,300	3,348,800	3,471,300	3,569,300	3,589,550
Interest Earnings	23,513	25,000	11,827	20,000	20,000	25,000	25,000	25,000
Transfers In	500,000	572,000	572,000	30,000	30,000	30,000	30,000	179,550
<b>TOTAL REVENUES</b>	<b>1,253,737</b>	<b>3,883,594</b>	<b>3,141,659</b>	<b>4,145,300</b>	<b>4,307,800</b>	<b>4,435,800</b>	<b>4,541,300</b>	<b>4,711,100</b>
<b>TOTAL FUNDS AVAILABLE</b>	<b>\$ 2,583,325</b>	<b>\$ 5,176,051</b>	<b>\$ 4,434,117</b>	<b>\$ 5,690,574</b>	<b>\$ 5,771,977</b>	<b>\$ 5,758,733</b>	<b>\$ 5,591,748</b>	<b>\$ 5,349,942</b>
<b>EXPENDITURES</b>								
Aquatic Center	\$ 250	\$ 1,931,586	\$ 1,491,460	\$ 2,028,866	\$ 2,052,080	\$ 2,100,635	\$ 2,138,188	\$ 2,177,120
Park Recreation Programming	646,352	878,605	646,352	895,184	930,718	967,316	1,005,461	1,025,937
Special Events	531,690	1,033,678	531,690	953,061	956,920	969,683	971,856	979,397
Athletic Programs	112,576	168,482	112,576	92,521	94,161	94,486	96,236	96,236
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,290,867</b>	<b>\$ 4,012,351</b>	<b>\$ 2,782,078</b>	<b>\$ 3,969,632</b>	<b>\$ 4,033,879</b>	<b>\$ 4,132,120</b>	<b>\$ 4,211,741</b>	<b>\$ 4,278,690</b>
Transfers Out	\$ -	\$ 106,765	\$ -	\$ -	\$ 1,400	\$ 1,400	\$ 1,400	\$ 1,400
<b>TOTAL TRANSFER</b>	<b>\$ -</b>	<b>\$ 106,765</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,400</b>	<b>\$ 1,400</b>	<b>\$ 1,400</b>	<b>\$ 1,400</b>
<b>TOTAL EXPENDITURES INCLUDING TRANSFERS</b>	<b>\$ 1,290,867</b>	<b>\$ 4,119,116</b>	<b>\$ 2,782,078</b>	<b>\$ 3,969,632</b>	<b>\$ 4,035,279</b>	<b>\$ 4,133,520</b>	<b>\$ 4,213,141</b>	<b>\$ 4,280,090</b>
<b>RESERVES FOR MAINTENANCE</b>		\$ -	\$ 106,765	\$ 256,765	\$ 413,765	\$ 574,765	\$ 739,765	\$ 908,765
<b>ENDING FUND BALANCE</b>	<b>\$ 1,292,457</b>	<b>\$ 1,056,935</b>	<b>\$ 1,545,274</b>	<b>\$ 1,464,177</b>	<b>\$ 1,322,933</b>	<b>\$ 1,050,448</b>	<b>\$ 638,842</b>	<b>\$ 161,087</b>
<b>COMMITTED RESERVES</b>	<b>100.12%</b>	<b>25.66%</b>	<b>59.38%</b>	<b>43.35%</b>	<b>43.04%</b>	<b>39.32%</b>	<b>32.72%</b>	<b>25.00%</b>

# DEBT SERVICE FUND

## Fiscal Year 2021 – 2022 Budget

The purpose of this fund is to record property taxes levied and collected for the purpose of paying annual principal and interest payments on debt obligations with a legally binding pledge to repay with a commitment of an annual tax levy against property values certified by the Denton County Appraisal District.

### BOND RATINGS

The Town has utilized two different rating agencies over the years – Standard and Poor’s and Moody’s Investor Services. The AA and Aa2 ratings from S&P and Moody’s respectively are considered high investment grade ratings of each agency and reflect the Town’s very strong economy, rapidly growing tax base, and strong financial position due to significant ongoing development while maintaining through conservative budgeting and formal policies, which will attract investors. The chart below reflects ratings since 2008

Rating Entity	Current Rating	Prior Rating Period	Prior Rating
Moody’s	Aa2	June 2021	Aa3
Standard & Poor’s	AA	August 2020	AA
Standard & Poor’s	AA	January 2017	AA-
Standard & Poor’s	AA-	June 2013	AA-
Moody’s	Aa3	April 2010	A2
Moody’s	A2	December 2008	A3
Standard & Poor’s	A+	November 2008	NR



**GENERAL DEBT SERVICE FUND**

Revenue, Expenditures, and Change in Fund Balance

Fund 312	Actual	Amended Budget	Estimated Budget	Proposed Budget	Planning Years			
	2019 - 2020	2020 - 2021	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	2024 - 2025	2025 - 2026
<b>BEGINNING FUND BALANCE</b>	\$ 1,139,331	\$ 570,334	\$ 570,334	\$ 809,544	\$ 654,237	\$ 874,673	\$ 1,107,711	\$ 906,960
<b>REVENUES</b>								
Ad Valorem Taxes	\$ 6,370,921	\$ 5,441,153	\$ 6,098,872	\$ 5,293,000	\$ 5,527,794	\$ 5,864,689	\$ 6,193,912	\$ 6,407,710
Intergovernmental	94,312	84,000	95,000	95,000	95,000	95,000	95,000	95,000
New Debt Issuance	-	-	-	-	-	-	-	-
Interest Earnings Earnings	41,349	100,000	29,297	40,000	42,500	45,000	50,000	50,000
Transfers In	583,611	791,975	216,887	1,160,000	1,164,475	1,157,450	1,164,250	1,165,175
<b>TOTAL REVENUES</b>	<b>7,090,193</b>	<b>6,417,128</b>	<b>6,440,056</b>	<b>6,588,000</b>	<b>6,829,769</b>	<b>7,162,139</b>	<b>7,503,162</b>	<b>7,717,885</b>
<b>TOTAL FUNDS AVAILABLE</b>	<b>\$ 8,229,524</b>	<b>\$ 6,987,462</b>	<b>\$ 7,010,389</b>	<b>\$ 7,397,544</b>	<b>\$ 7,484,006</b>	<b>\$ 8,036,812</b>	<b>\$ 8,610,873</b>	<b>\$ 8,624,845</b>
<b>EXPENDITURES</b>								
Principal Cost	\$ 5,620,396	\$ 4,465,000	\$ 4,460,000	\$ 4,725,000	\$ 4,741,000	\$ 4,712,750	\$ 4,873,500	\$ 5,020,000
Interest Earnings Cost	2,033,876	1,735,106	1,725,846	2,003,307	1,853,333	1,701,351	1,565,413	1,423,688
Other Debt Services Cost	4,919	15,000	15,000	15,000	15,000	15,000	15,000	15,000
Reserve	-	-	-	-	-	500,000	1,250,000	1,000,000
<b>TOTAL EXPENDITURES</b>	<b>\$ 7,659,190</b>	<b>\$ 6,215,106</b>	<b>\$ 6,200,846</b>	<b>\$ 6,743,307</b>	<b>\$ 6,609,333</b>	<b>\$ 6,929,101</b>	<b>\$ 7,703,913</b>	<b>\$ 7,458,688</b>
<b>ENDING FUND BALANCE</b>	<b>\$ 570,334</b>	<b>\$ 772,356</b>	<b>\$ 809,544</b>	<b>\$ 654,237</b>	<b>\$ 874,673</b>	<b>\$ 1,107,711</b>	<b>\$ 906,960</b>	<b>\$ 1,166,157</b>

# **SPECIAL REVENUE FUND**

## **Fiscal Year 2021 – 2022 Budget**

This fund was established to collect funds that must be used for a specific project. Special revenue funds provide an extra level of accountability and transparency to insure funding will go toward an intended purpose. Types of subaccounts included in this fund include the Municipal Court Technology, Court Security, Child Safety, Police Training -LEOSE, Fire Training -TCLEOSE, and designated parks and recreation funds collected through grants for specific purpose.



**SPECIAL REVENUE FUND**

Revenue, Expenditures, and Change in Fund Balance

Fund 200

	Actual	Amended Budget	Estimated Budget	Proposed Budget	Planning Years			
	2019 - 2020	2020 - 2021	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	2024 - 2025	2025 - 2026
<b>BEGINNING FUND BALANCE</b>	\$ 381,820	\$ 408,227	\$ 408,227	\$ 391,304	\$ 409,664	\$ 427,824	\$ 445,984	\$ 464,044
<b>REVENUES</b>								
Rates, Fees and Charges	\$ 83,702	\$ 122,500	\$ 71,279	\$ 68,450	\$ 68,450	\$ 68,450	\$ 68,450	\$ 68,450
Intergovernmental Funds	11,025	4,900	5,139	4,900	4,900	4,900	4,900	4,900
Interest Earnings	5,159	5,000	3,046	5,000	5,000	5,000	5,000	5,000
<b>TOTAL REVENUES</b>	<b>99,886</b>	<b>132,400</b>	<b>79,465</b>	<b>78,350</b>	<b>78,350</b>	<b>78,350</b>	<b>78,350</b>	<b>78,350</b>
<b>TOTAL FUNDS AVAILABLE</b>	<b>\$ 481,707</b>	<b>\$ 540,627</b>	<b>\$ 487,691</b>	<b>\$ 469,654</b>	<b>\$ 488,014</b>	<b>\$ 506,174</b>	<b>\$ 524,334</b>	<b>\$ 542,394</b>
<b>EXPENDITURES</b>								
Municipal Court	\$ 37,658	\$ 29,000	\$ 21,535	\$ 29,000	\$ 29,200	\$ 29,200	\$ 29,300	\$ 29,300
Public Safety	30,390	89,940	65,652	24,490	24,490	24,490	24,490	24,490
<b>TOTAL EXPENDITURES</b>	<b>\$ 68,048</b>	<b>\$ 118,940</b>	<b>\$ 87,187</b>	<b>\$ 53,490</b>	<b>\$ 53,690</b>	<b>\$ 53,690</b>	<b>\$ 53,790</b>	<b>\$ 53,790</b>
Transfers Out	\$ 5,432	\$ 18,000	\$ 9,200	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500
<b>TOTAL TRANSFER</b>	<b>\$ 5,432</b>	<b>\$ 18,000</b>	<b>\$ 9,200</b>	<b>\$ 6,500</b>				
<b>TOTAL EXPENDITURES INCLUDING TRANSFERS</b>	<b>\$ 73,480</b>	<b>\$ 136,940</b>	<b>\$ 96,387</b>	<b>\$ 59,990</b>	<b>\$ 60,190</b>	<b>\$ 60,190</b>	<b>\$ 60,290</b>	<b>\$ 60,290</b>
<b>ENDING FUND BALANCE</b>	<b>\$ 408,227</b>	<b>\$ 403,687</b>	<b>\$ 391,304</b>	<b>\$ 409,664</b>	<b>\$ 427,824</b>	<b>\$ 445,984</b>	<b>\$ 464,044</b>	<b>\$ 482,104</b>

# **STREET MAINTENANCE FUND**

## **1/4 CENT SALES TAX**

### **Fiscal Year 2021 – 2022 Budget**

The Town voted to continue the 1/4 cent sales tax street maintenance allocation in May 2021. The town issues an annual competitive bid for street maintenance and awards the bid for street repairs based on a comprehensive street maintenance inventory grid maintained by the Town's engineer. Street Maintenance Project inventory is updated annually by Public Works and the Town Engineer and projects are prioritized and placed out to bid; the bids are value engineered and tailored to the budget resources.



**STREET MAINTENANCE FUND - 1/4 CENT SALES TAX**

Revenue, Expenditures, and Change in Fund Balance

	Actual	Amended Budget	Estimated Budget	Proposed Budget	Planning Years			
	2019 - 2020	2020 - 2021	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	2024 - 2025	2025 - 2026
<b>Fund 115</b>								
<b>BEGINNING FUND BALANCE</b>	\$ 995,780	\$ 1,359,040	\$ 1,359,040	\$ 1,179,519	\$ 577,748	\$ 574,275	\$ 615,397	\$ 594,797
<b>REVENUES</b>								
Sales Tax	1,263,167	1,233,618	1,407,143	1,443,229	1,486,526	1,531,122	1,569,400	1,600,788
Interest Earnings	16,963	10,000	12,149	10,000	10,000	10,000	10,000	10,000
<b>TOTAL REVENUES</b>	<b>1,280,129</b>	<b>1,243,618</b>	<b>1,419,291</b>	<b>1,453,229</b>	<b>1,496,526</b>	<b>1,541,122</b>	<b>1,579,400</b>	<b>1,610,788</b>
<b>TOTAL FUNDS AVAILABLE</b>	<b>\$ 2,275,909</b>	<b>\$ 2,602,658</b>	<b>\$ 2,778,332</b>	<b>\$ 2,632,748</b>	<b>\$ 2,074,275</b>	<b>\$ 2,115,397</b>	<b>\$ 2,194,797</b>	<b>\$ 2,205,585</b>
<b>EXPENDITURES</b>								
Street Maintenance	916,869	1,598,813	1,598,813	2,000,000	1,500,000	1,500,000	1,600,000	1,600,000
Capital Outlay	-	-	-	55,000	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 916,869</b>	<b>\$ 1,598,813</b>	<b>\$ 1,598,813</b>	<b>\$ 2,055,000</b>	<b>\$ 1,500,000</b>	<b>\$ 1,500,000</b>	<b>\$ 1,600,000</b>	<b>\$ 1,600,000</b>
<b>ENDING FUND BALANCE</b>	<b>\$ 1,359,040</b>	<b>\$ 1,003,845</b>	<b>\$ 1,179,519</b>	<b>\$ 577,748</b>	<b>\$ 574,275</b>	<b>\$ 615,397</b>	<b>\$ 594,797</b>	<b>\$ 605,585</b>

# **LANDSCAPE FUND**

## **Fiscal Year 2021 – 2022 Budget**

This fund was set up by resolution of Council whereby all funds from lease/rental payments received from broadband and cellular providers is set aside for Streetscape improvements throughout the Town.



## LANDSCAPE FUND

Revenue, Expenditures, and Change in Fund Balance

FUND 202

	Actual	Amended Budget	Estimated Budget	Proposed Budget	Planning Years			
	2019 - 2020	2020 - 2021	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	2024 - 2025	2025 - 2026
<b>BEGINNING FUND BALANCE</b>	\$ 834,080	\$ 1,100,010	\$ 1,100,010	\$ 427,959	\$ 140,954	\$ 288,267	\$ 438,580	\$ 528,893
<b>REVENUES</b>								
Rates, Fees and Charges	\$ 180,397	\$ 146,000	\$ 170,415	\$ 165,000	\$ 178,800	\$ 178,800	\$ 178,800	\$ 165,000
Reimbursements	42,888	206,397	180,648	59,494	25,013	25,013	25,013	25,013
Interest Earnings	15,654	10,000	7,776	8,500	8,500	8,500	8,500	8,500
Transfer In	441,000	441,000	441,000	441,000	441,000	450,000	450,000	450,000
<b>TOTAL REVENUES</b>	<b>679,938</b>	<b>803,397</b>	<b>799,839</b>	<b>673,994</b>	<b>653,313</b>	<b>662,313</b>	<b>662,313</b>	<b>648,513</b>
<b>TOTAL FUNDS AVAILABLE</b>	<b>\$ 1,514,019</b>	<b>\$ 1,903,407</b>	<b>\$ 1,899,849</b>	<b>\$ 1,101,954</b>	<b>\$ 794,267</b>	<b>\$ 950,580</b>	<b>\$ 1,100,893</b>	<b>\$ 1,177,406</b>
<b>EXPENDITURES</b>								
Streetscape/Landscape	414,009	1,649,894	1,471,889	961,000	506,000	512,000	572,000	512,000
<b>TOTAL EXPENDITURES</b>	<b>\$ 414,009</b>	<b>\$ 1,649,894</b>	<b>\$ 1,471,889</b>	<b>\$ 961,000</b>	<b>\$ 506,000</b>	<b>\$ 512,000</b>	<b>\$ 572,000</b>	<b>\$ 512,000</b>
Transfers Out	-	-	-	-	-	-	-	-
<b>TOTAL TRANSFER</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>ENDING FUND BALANCE</b>	<b>\$ 1,100,010</b>	<b>\$ 253,513</b>	<b>\$ 427,959</b>	<b>\$ 140,954</b>	<b>\$ 288,267</b>	<b>\$ 438,580</b>	<b>\$ 528,893</b>	<b>\$ 665,406</b>

# PEG FUND

## Fiscal Year 2021 – 2022 Budget

Public Access Television is a form of non-commercial mass media where ordinary people can create content television programming which is cablecast through cable TV specialty channels. Public access television was created between 1969 and 1971 by the Federal Communications Commission (FCC). Public-access television is often grouped with public, educational, and government access television channels, by the acronym PEG.

Texas Statutes 66.009 Public , Educational, and Governmental access channels: Cable and Video companies doing business in a municipality and holding a state-issued certificate of franchise authority shall provide the municipality with capacity in its communications network to allow public, educational, and governmental PEG access channels for noncommercial programming.



**PEG FUND**

Revenue, Expenditures, and Change in Fund Balance

FUND 203

BEGINNING FUND BALANCE

**REVENUES**

Franchise Fees

Interest Earnings

**TOTAL REVENUES**

**TOTAL FUNDS AVAILABLE**

**EXPENDITURES**

PEG Expenditures

**TOTAL EXPENDITURES**

Transfers Out

**TOTAL TRANSFERS**

**TOTAL EXPENDITURES INCLUDING TRANSFERS**

**ENDING FUND BALANCE**

	Actual	Amended Budget	Estimated Budget	Proposed Budget	Planning Years			
	2019 - 2020	2020 - 2021	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	2024 - 2025	2025 - 2026
BEGINNING FUND BALANCE	\$ 121,181	\$ 63,962	\$ 63,962	\$ 83,120	\$ 75,620	\$ 78,120	\$ 80,620	\$ 83,120
<b>REVENUES</b>								
Franchise Fees	\$ 44,207	\$ 45,000	\$ 43,509	\$ 42,000	\$ 42,000	\$ 42,000	\$ 42,000	\$ 42,000
Interest Earnings	1,540	1,000	432	500	500	500	500	500
<b>TOTAL REVENUES</b>	<b>45,747</b>	<b>46,000</b>	<b>43,941</b>	<b>42,500</b>	<b>42,500</b>	<b>42,500</b>	<b>42,500</b>	<b>42,500</b>
<b>TOTAL FUNDS AVAILABLE</b>	<b>\$ 166,928</b>	<b>\$ 109,962</b>	<b>\$ 107,903</b>	<b>\$ 125,620</b>	<b>\$ 118,120</b>	<b>\$ 120,620</b>	<b>\$ 123,120</b>	<b>\$ 125,620</b>
<b>EXPENDITURES</b>								
PEG Expenditures	12,966	30,000	4,783	50,000	40,000	40,000	40,000	40,000
<b>TOTAL EXPENDITURES</b>	<b>\$ 12,966</b>	<b>\$ 30,000</b>	<b>\$ 4,783</b>	<b>\$ 50,000</b>	<b>\$ 40,000</b>	<b>\$ 40,000</b>	<b>\$ 40,000</b>	<b>\$ 40,000</b>
Transfers Out	\$ 90,000	\$ 20,000	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL TRANSFERS</b>	<b>\$ 90,000</b>	<b>\$ 20,000</b>	<b>\$ 20,000</b>	<b>\$ -</b>				
<b>TOTAL EXPENDITURES INCLUDING TRANSFERS</b>	<b>\$ 102,966</b>	<b>\$ 50,000</b>	<b>\$ 24,783</b>	<b>\$ 50,000</b>	<b>\$ 40,000</b>	<b>\$ 40,000</b>	<b>\$ 40,000</b>	<b>\$ 40,000</b>
<b>ENDING FUND BALANCE</b>	<b>\$ 63,962</b>	<b>\$ 59,962</b>	<b>\$ 83,120</b>	<b>\$ 75,620</b>	<b>\$ 78,120</b>	<b>\$ 80,620</b>	<b>\$ 83,120</b>	<b>\$ 85,620</b>

# **GRANT FUND**

## **Fiscal Year 2021 – 2022 Budget**

The fund accounts for proceeds and expenditures relating to the Coronavirus Relief Fund and the American Rescue Plan Act of 2021. The American Rescue Plan Act of 2021, signed into law March 11, 2021, established the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”). The Fiscal Recovery Funds are intended to provide support to State, Local, and Tribal governments in responding to the impact of COVID-19 and in their efforts to contain COVID-19 on their communities, residents and businesses. The Fiscal Recovery Funds build on and expand the support provided to these governments over the last year including through the Coronavirus Relief Fund (CRF).



**GRANT FUND**

Revenue, Expenditures, and Change in Fund Balance

Fund 220

	Actual	Amended Budget	Proposed Budget	Planning Years			
	2019 - 2020	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	2024 - 2025	2025 - 2026
<b>BEGINNING FUND BALANCE</b>	\$ -	\$ 70,426	\$ 741,268	\$ 1,688,261	\$ 1,441,355	\$ 1,291,181	\$ 1,253,618
<b>REVENUES</b>							
Grant Proceeds-CARES Act	\$ 209,723	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grant Proceeds-American Recovery Act	-	2,201,363	2,056,678	-	-	-	-
Interest Earnings	3,000	2,539	-	-	-	-	-
<b>TOTAL REVENUES</b>	<b>212,723</b>	<b>2,203,902</b>	<b>2,056,678</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL FUNDS AVAILABLE</b>	<b>\$ 212,723</b>	<b>\$ 2,274,328</b>	<b>\$ 2,797,946</b>	<b>\$ 1,688,261</b>	<b>\$ 1,441,355</b>	<b>\$ 1,291,181</b>	<b>\$ 1,253,618</b>
<b>EXPENDITURES</b>							
Professional Services	\$ 100,039	\$ 51,176	\$ 50,000	\$ -	\$ -	\$ -	\$ -
Capital Expenditures	42,257	1,120,274	815,000	-	-	-	-
Transfer Out	-	-	244,685	246,906	150,174	37,563	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 142,296</b>	<b>\$ 1,171,450</b>	<b>\$ 1,109,685</b>	<b>\$ 246,906</b>	<b>\$ 150,174</b>	<b>\$ 37,563</b>	<b>\$ -</b>
<b>ENDING FUND BALANCE</b>	<b>\$ 70,426</b>	<b>\$ 1,102,878</b>	<b>\$ 1,688,261</b>	<b>\$ 1,441,355</b>	<b>\$ 1,291,181</b>	<b>\$ 1,253,618</b>	<b>\$ 1,253,618</b>

# **HOTEL OCCUPANCY TAX FUND**

## **Fiscal Year 2021 - 2022 Budget**

This fund accounts for all hotel occupancy taxes collected. Council amended the Town's Code of Ordinances May 5, 2020 to include short-term rentals to pay a hotel occupancy tax. The Town's hotel occupancy tax rate is 7%. The five-year budget includes the first hotel to come online in the spring of 2023.



## HOTEL OCCUPANCY TAX FUND

Revenue, Expenditures, and Change in Fund Balance

Fund 204

BEGINNING FUND BALANCE

**REVENUES**

Hotel Tax

Interest Earnings

**TOTAL REVENUES**

**TOTAL FUNDS AVAILABLE**

**EXPENDITURES**

Marketing

Transfer Out

**TOTAL EXPENDITURES**

**ENDING FUND BALANCE**

	Actual	Amended Budget	Estimated Budget	Proposed Budget	Planning Years			
	2019 - 2020	2020 - 2021	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	2024 - 2025	2025 - 2026
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -	\$ 14,827	\$ 4,827	\$ 60,504	\$ 206,858	\$ 363,212
<b>REVENUES</b>								
Hotel Tax	\$ -	\$ -	\$ 14,812	\$ 15,000	\$ 105,677	\$ 196,354	\$ 206,354	\$ 206,354
Interest Earnings	-	-	15	-	-	-	-	-
<b>TOTAL REVENUES</b>	-	-	14,827	15,000	105,677	196,354	206,354	206,354
<b>TOTAL FUNDS AVAILABLE</b>	\$ -	\$ -	\$ 14,827	\$ 29,827	\$ 110,504	\$ 256,858	\$ 413,212	\$ 569,566
<b>EXPENDITURES</b>								
Marketing	\$ -	\$ -	\$ -	\$ 25,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Transfer Out	-	-	-	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	\$ -	\$ -	\$ -	\$ 25,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
<b>ENDING FUND BALANCE</b>	\$ -	\$ -	\$ 14,827	\$ 4,827	\$ 60,504	\$ 206,858	\$ 363,212	\$ 519,566

# **DONATION FUND**

## **Fiscal Year 2021 – 2022 Budget**

The Donation Funds purpose is to account for the donations made by civic organizations, businesses, and citizens for specific uses.



**DONATION FUND**

Revenue, Expenditures, and Change in Fund Balance

Fund 250

**BEGINNING FUND BALANCE**

**REVENUES**

Fire Donations  
 Police Donations  
 Senior Center Donations  
 Animal Shelter Donations  
 Library Donations  
 Interest Earnings  
**TOTAL REVENUES**

**TOTAL FUNDS AVAILABLE**

**EXPENDITURES**

Fire  
 Police  
 Senior Center  
 Animal Shelter  
 Library  
**TOTAL EXPENDITURES**

**ENDING FUND BALANCE**

	Actual	Amended Budget	Estimated Budget	Proposed Budget	Planning Years			
	2019 - 2020	2020 - 2021	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	2024 - 2025	2025 - 2026
<b>BEGINNING FUND BALANCE</b>	\$ 48,585	\$ 46,342	\$ 46,342	\$ 51,216	\$ 37,159	\$ 37,459	\$ 37,759	\$ 38,059
<b>REVENUES</b>								
Fire Donations	\$ 250	\$ 250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Police Donations	350	250	-	-	-	-	-	-
Senior Center Donations	-	250	-	-	-	-	-	-
Animal Shelter Donations	425	425	425	1,000	1,000	1,000	1,000	1,000
Library Donations	12,914	10,000	6,531	10,000	10,000	10,000	10,000	10,000
Interest Earnings	701	250	432	300	300	300	300	300
<b>TOTAL REVENUES</b>	<b>14,639</b>	<b>11,425</b>	<b>7,388</b>	<b>11,300</b>	<b>11,300</b>	<b>11,300</b>	<b>11,300</b>	<b>11,300</b>
<b>TOTAL FUNDS AVAILABLE</b>	<b>\$ 63,224</b>	<b>\$ 57,767</b>	<b>\$ 53,730</b>	<b>\$ 62,516</b>	<b>\$ 48,459</b>	<b>\$ 48,759</b>	<b>\$ 49,059</b>	<b>\$ 49,359</b>
<b>EXPENDITURES</b>								
Fire	\$ -	\$ -	\$ -	\$ 13,458	\$ -	\$ -	\$ -	\$ -
Police	-	250	-	899	-	-	-	-
Senior Center	-	250	-	-	-	-	-	-
Animal Shelter	687	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Library	16,195	10,000	1,513	10,000	10,000	10,000	10,000	10,000
<b>TOTAL EXPENDITURES</b>	<b>\$ 16,882</b>	<b>\$ 11,500</b>	<b>\$ 2,513</b>	<b>\$ 25,357</b>	<b>\$ 11,000</b>	<b>\$ 11,000</b>	<b>\$ 11,000</b>	<b>\$ 11,000</b>
<b>ENDING FUND BALANCE</b>	<b>\$ 46,342</b>	<b>\$ 46,267</b>	<b>\$ 51,216</b>	<b>\$ 37,159</b>	<b>\$ 37,459</b>	<b>\$ 37,759</b>	<b>\$ 38,059</b>	<b>\$ 38,359</b>

# **DRAINAGE UTILITY FUND**

## **Fiscal Year 2021 - 2022 Budget**

A Municipal Drainage Utility System and consequently the Drainage Utility Fund was created in November 2011 by Council approval of Ordinance 1087. The Drainage Utility Fund's purpose is to protect the public health and safety of the Town's residents from the loss of life and property caused by surface water overflows, surface water stagnation, and pollution arising from on point source runoff with boundaries of the Town of Little Elm.



**DRAINAGE UTILITY FUND**  
Revenues, Expenditures and Change in Fund Balance

Fund 715	Actual	Amended Budget	Estimated Budget	Proposed Budget	Planning Years			
	2019 - 2020	2020 - 2021	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	2024 - 2025	2025 - 2026
BEGINNING FUND BALANCE	\$ 1,112,918	\$ 1,254,515	\$ 1,254,515	\$ 770,635	\$ 962,783	\$ 1,244,685	\$ 1,390,244	\$ 1,665,257
<b>REVENUES</b>								
Rates, Fees, and Charges	\$642,676	\$645,135	\$685,104	\$699,717	\$ 713,711	\$ 727,985	\$ 727,985	\$ 727,985
Intergovernmental Revenue	59,485	-	1,456	-	-	-	-	-
Interest Earnings	18,457	10,000	8,658	10,000	10,000	10,000	10,000	10,000
Miscellaneous	24,422	-	-	-	-	-	-	-
<b>TOTAL REVENUES</b>	<b>\$745,041</b>	<b>\$655,135</b>	<b>\$695,218</b>	<b>\$709,717</b>	<b>\$723,711</b>	<b>\$737,985</b>	<b>\$737,985</b>	<b>\$737,985</b>
<b>TOTAL FUNDS AVAILABLE</b>	<b>\$ 1,857,959</b>	<b>\$ 1,909,650</b>	<b>\$ 1,949,733</b>	<b>\$ 1,480,351</b>	<b>\$ 1,686,494</b>	<b>\$ 1,982,671</b>	<b>\$ 2,128,229</b>	<b>\$ 2,403,242</b>
<b>EXPENDITURES</b>								
Storm Drainage Operations	\$ 230,840	\$ 442,451	\$ 413,768	\$ 464,291	\$ 406,730	\$ 422,348	\$ 427,893	\$ 437,906
Storm Drainage Capital Projects	343,869	695,980	737,353	35,300	-	135,000	-	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 574,709</b>	<b>\$ 1,138,431</b>	<b>\$ 1,151,121</b>	<b>\$ 499,591</b>	<b>\$ 406,730</b>	<b>\$ 557,348</b>	<b>\$ 427,893</b>	<b>\$ 437,906</b>
Transfers Out	28,735	27,977	27,977	17,977	35,079	35,079	35,079	35,079
<b>TOTAL TRANSFERS</b>	<b>\$ 28,735</b>	<b>\$ 27,977</b>	<b>\$ 27,977</b>	<b>\$ 17,977</b>	<b>\$ 35,079</b>	<b>\$ 35,079</b>	<b>\$ 35,079</b>	<b>\$ 35,079</b>
<b>TOTAL EXPENDITURES INCLUDING TRANSFERS</b>	<b>\$ 603,444</b>	<b>\$ 1,166,408</b>	<b>\$ 1,179,098</b>	<b>\$ 517,568</b>	<b>\$ 441,809</b>	<b>\$ 592,427</b>	<b>\$ 462,972</b>	<b>\$ 472,985</b>
<b>NET INCOME/NET CHANGE</b>	<b>\$141,597</b>	<b>(\$511,273)</b>	<b>(\$483,880)</b>	<b>\$192,149</b>	<b>\$281,902</b>	<b>\$145,558</b>	<b>\$275,013</b>	<b>\$265,000</b>
<b>ENDING FUND BALANCE</b>	<b>\$ 1,254,515</b>	<b>\$ 743,242</b>	<b>\$ 770,635</b>	<b>\$ 962,783</b>	<b>\$ 1,244,685</b>	<b>\$ 1,390,244</b>	<b>\$ 1,665,257</b>	<b>\$ 1,930,257</b>

# **TIRZ NUMBER THREE**

## **Fiscal Year 2021-2022 Budget**

In October 2013, the Town Council of the Town of Little Elm approved Ordinance No. 1175 designating a contiguous geographic area within the Town of Little Elm, as a Tax Increment Reinvestment Zone to known as Reinvestment Zone Number Three.



**TAX INCREMENT FINANCING NO. 3**  
Revenues, Expenditures and Change in Fund Balance

FUND 810	Actual	Amended Budget	Estimated Budget	Proposed Budget	Planning Years			
	2019 - 2020	2020 - 2021	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	2024 - 2025	2025 - 2026
<b>BEGINNING FUND BALANCE</b>	\$ 600,581	\$ 1,003,443	\$ 1,003,443	\$ 1,076,757	\$ 920,508	\$ 790,546	\$ 1,056,298	\$ 1,481,087
<b>REVENUES</b>								
Ad Valorem Taxes	\$416,475	\$409,415	\$422,670	\$433,061	\$450,266	\$855,318	\$1,030,533	\$1,063,219
Sales Taxes	111,186	95,958	115,000	119,600	123,188	126,884	130,056	132,657
Interest Earnings	11,210	10,000	7,556	8,500	8,500	8,500	10,000	15,000
Other Agencies & Sources	-	-	2,243	-	-	-	-	-
Transfers In	-	-	-	-	-	-	-	-
<b>TOTAL REVENUES</b>	<b>\$538,872</b>	<b>\$515,373</b>	<b>\$547,469</b>	<b>\$561,161</b>	<b>\$581,954</b>	<b>\$990,702</b>	<b>\$1,170,589</b>	<b>\$1,210,876</b>
<b>TOTAL FUNDS AVAILABLE</b>	<b>\$ 1,139,452</b>	<b>\$ 1,518,816</b>	<b>\$ 1,550,912</b>	<b>\$ 1,637,918</b>	<b>\$ 1,502,463</b>	<b>\$ 1,781,247</b>	<b>\$ 2,226,887</b>	<b>\$ 2,691,963</b>
<b>EXPENDITURES</b>								
Economic Development	\$ 56,009	\$ 294,940	\$ 127,268	\$ 260,710	\$ 255,967	\$ 274,899	\$ 291,650	\$ 294,650
Debt Service	\$ -	\$ 213,075	\$ 216,887	\$ 326,700	\$ 325,950	\$ 320,050	\$ 324,150	\$ 322,975
<b>TOTAL EXPENDITURES</b>	<b>\$ 56,009</b>	<b>\$ 508,015</b>	<b>\$ 344,155</b>	<b>\$ 587,410</b>	<b>\$ 581,917</b>	<b>\$ 594,949</b>	<b>\$ 615,800</b>	<b>\$ 617,625</b>
Transfers Out	\$ 80,000	\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000
<b>TOTAL TRANSFERS</b>	<b>\$ 80,000</b>	<b>\$ 130,000</b>						
<b>TOTAL EXPENDITURES INCLUDING TRANSFERS</b>	<b>\$ 136,009</b>	<b>\$ 638,015</b>	<b>\$ 474,155</b>	<b>\$ 717,410</b>	<b>\$ 711,917</b>	<b>\$ 724,949</b>	<b>\$ 745,800</b>	<b>\$ 747,625</b>
<b>NET INCOME/NET CHANGE</b>	<b>\$402,862</b>	<b>(\$122,642)</b>	<b>\$73,314</b>	<b>(\$156,249)</b>	<b>(\$129,963)</b>	<b>\$265,753</b>	<b>\$424,789</b>	<b>\$463,251</b>
<b>RESTRICTED RESERVE - DEBT SERVICE</b>	<b>\$ -</b>	<b>\$ 200,000</b>						
<b>ENDING FUND BALANCE</b>	<b>\$ 1,003,443</b>	<b>\$ 680,801</b>	<b>\$ 876,757</b>	<b>\$ 720,508</b>	<b>\$ 590,546</b>	<b>\$ 856,298</b>	<b>\$ 1,281,087</b>	<b>\$ 1,744,338</b>

# **GOVERNMENTAL IMPACT FEES**

## **Fiscal Year 2021-2022 Budget**

Impact Fees were established to assure the availability of funds for major capital projects needed as a result of development. The laws governing the collection and disbursement of impact fees require separate accounting and reporting of these funds. Additionally, an analysis and update of the fee structure is required every five years.

Appropriations from these funds are being utilized to provide supplemental funding for eligible capital improvement projects.



**Park Development Fund**

Revenue, Expenditures, and Change in Fund Balance

Fund 825	Actual		Amended Budget	Estimated Budget	Proposed Budget	Planning Years			
	2018 - 2019	2019 - 2020	2020 - 2021	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	2024 - 2025	2025 - 2026
<b>BEGINNING FUND BALANCE</b>	\$ 22,195	\$ 51,257	\$ 114,863	\$ 114,863	\$ 253,938	\$ 190,938	\$ 211,938	\$ 232,938	\$ 253,938
<b>REVENUES</b>									
Park Impact Fees	23,058	67,500	25,000	137,745	50,000	20,000	20,000	20,000	20,000
Interest Earnings	6,004	1,264	1,000	1,331	1,000	1,000	1,000	1,000	1,000
Transfers In	-	-	-	-	-	-	-	-	-
<b>TOTAL REVENUES</b>	<b>29,062</b>	<b>68,764</b>	<b>26,000</b>	<b>139,076</b>	<b>51,000</b>	<b>21,000</b>	<b>21,000</b>	<b>21,000</b>	<b>21,000</b>
<b>TRANSFERS</b>									
Transfers Out	-	5,158	-	-	114,000	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>\$ -</b>	<b>\$ 5,158</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 114,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>ENDING FUND BALANCE</b>	<b>\$ 51,257</b>	<b>\$ 114,863</b>	<b>\$ 140,863</b>	<b>\$ 253,938</b>	<b>\$ 190,938</b>	<b>\$ 211,938</b>	<b>\$ 232,938</b>	<b>\$ 253,938</b>	<b>\$ 274,938</b>



### Roadway Impact Fees

Revenue, Expenditures, and Change in Fund Balance

Fund 828	Actual	Amended Budget	Estimated Budget	Proposed Budget	Planning Years			
	2019 - 2020	2020 - 2021	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	2024 - 2025	2025 - 2026
<b>BEGINNING FUND BALANCE</b>	\$ 1,674,910	\$ 1,271,181	\$ 1,271,181	\$ 1,753,194	\$ 2,023,194	\$ 2,293,194	\$ 2,563,194	\$ 2,833,194
<b>REVENUES</b>								
North Roadway Impact Fees	\$ (47,652)	\$ -	\$ 118,844	\$ -	\$ -	\$ -	\$ -	\$ -
South Roadway Impact Fees	667,822	-	615,039	250,000	250,000	250,000	250,000	250,000
Interest Earnings	24,657	20,000	12,824	20,000	20,000	20,000	20,000	20,000
Transfers In	5,158	-	-	-	-	-	-	-
<b>TOTAL REVENUES</b>	\$ 649,985	\$ 20,000	\$ 746,707	\$ 270,000	\$ 270,000	\$ 270,000	\$ 270,000	\$ 270,000
<b>TOTAL FUNDS AVAILABLE</b>	\$ 2,324,895	\$ 1,291,181	\$ 2,017,888	\$ 2,023,194	\$ 2,293,194	\$ 2,563,194	\$ 2,833,194	\$ 3,103,194
<b>TRANSFERS</b>								
Capital			-					
Transfers Out	1,053,714	175,000	264,694	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	\$ 1,053,714	\$ 175,000	\$ 264,694	\$ -	\$ -	\$ -	\$ -	\$ -
NORTH ROADWAY IMPACT FEE FUND BALANCE	662,871	662,871	523,433	533,433	543,433	553,433	563,433	573,433
SOUTH ROADWAY IMPACT FEE FUND BALANCE	608,310	433,310	1,229,761	1,239,761	1,249,761	1,259,761	1,269,761	1,279,761
<b>ENDING FUND BALANCE</b>	\$ 1,271,181	\$ 1,116,181	\$ 1,753,194	\$ 2,023,194	\$ 2,293,194	\$ 2,563,194	\$ 2,833,194	\$ 3,103,194



PAGE INTENTIONALLY LEFT BLANK

# **CAPITAL IMPROVEMENT PROJECT FUNDS**

## **Fiscal Year 2021-2022 Budget**

The Capital Improvement Project Fund accounts for the acquisition, construction, or improvement of major capital facilities or projects throughout the Town of Little Elm. This dedicated Fund is used to track the revenue and expenses during the life of each project. Projects are not necessarily completed during one budget cycle but may be carried over from one budget cycle to the next.



## GOVERNMENTAL CAPITAL PROJECT FUND

Revenue, Expenditures, and Change in Fund Balance

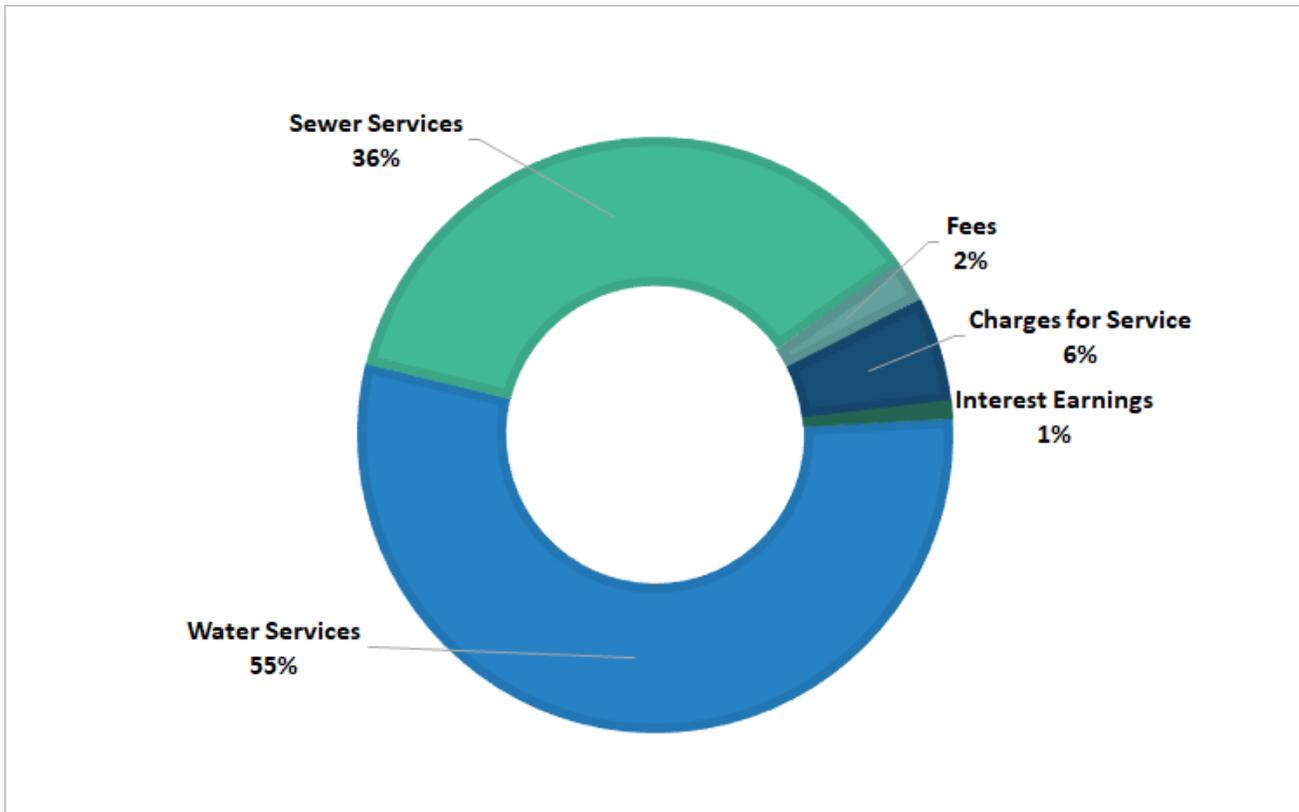
Fund 871	Actual	Amended Budget	Estimated Budget	Proposed Budget	Planning Years			
	2019 - 2020	2020 - 2021	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	2024 - 2025	2025 - 2026
<b>BEGINNING FUND BALANCE</b>	\$ 24,285,075	\$ 14,194,947	\$ 14,194,947	\$ 18,624,676	\$ 4,055,151	\$ 5,480,151	\$ 5,930,151	\$ 6,430,151
<b>REVENUES</b>								
Bond Proceeds	\$ 4,278,931	\$ 5,000,000	\$ 6,000,000	\$ -	\$ -	\$ -	\$ 3,425,000	\$ 2,250,000
Contributions	2,279,092	500,000	\$ 811,245	500,000	-	-	7,000,000	-
Intergovernmental	234,802	38,513	\$ 1,637,983	3,260,000	750,000	-	-	-
Interest Earnings	286,624	100,000	\$ 100,000	225,000	175,000	100,000	250,000	200,000
Licenses and Permits	975,766	250,000	\$ 1,579,537	740,000	500,000	350,000	250,000	200,000
Other Sources	-	-	\$ 530,798	-	-	-	-	-
Transfers In	3,553,346	6,281,746	\$ 6,571,440	614,000	-	-	-	-
<b>TOTAL REVENUES</b>	<b>11,608,561</b>	<b>12,170,259</b>	<b>17,231,003</b>	<b>5,339,000</b>	<b>1,425,000</b>	<b>450,000</b>	<b>10,925,000</b>	<b>2,650,000</b>
<b>TOTAL FUNDS AVAILABLE</b>	<b>\$ 35,893,636</b>	<b>\$ 26,365,206</b>	<b>\$ 31,425,951</b>	<b>\$ 23,963,676</b>	<b>\$ 5,480,151</b>	<b>\$ 5,930,151</b>	<b>\$ 16,855,151</b>	<b>\$ 9,080,151</b>
<b>EXPENDITURES</b>								
General Government	\$ 3,014,681	\$ 958,025	\$ 1,122,763	\$ 525,000	\$ -	\$ -	\$ -	\$ -
Public Safety	523,421	-	599,853	-	-	-	10,425,000	2,250,000
Community Services	-	10,800	10,800	-	-	-	-	-
Public Works-Streets/Signs/Signals	2,110,937	5,127,106	5,197,457	1,800,000	-	-	-	-
Culture and Recreation	16,049,650	7,411,157	5,870,402	17,583,525	-	-	-	-
Transfers Out	-	-	-	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 21,698,689</b>	<b>\$ 13,507,088</b>	<b>\$ 12,801,274</b>	<b>\$ 19,908,525</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,425,000</b>	<b>\$ 2,250,000</b>
<b>ENDING FUND BALANCE</b>	<b>\$ 14,194,947</b>	<b>\$ 12,858,118</b>	<b>\$ 18,624,676</b>	<b>\$ 4,055,151</b>	<b>\$ 5,480,151</b>	<b>\$ 5,930,151</b>	<b>\$ 6,430,151</b>	<b>\$ 6,830,151</b>

# UTILITY FUND

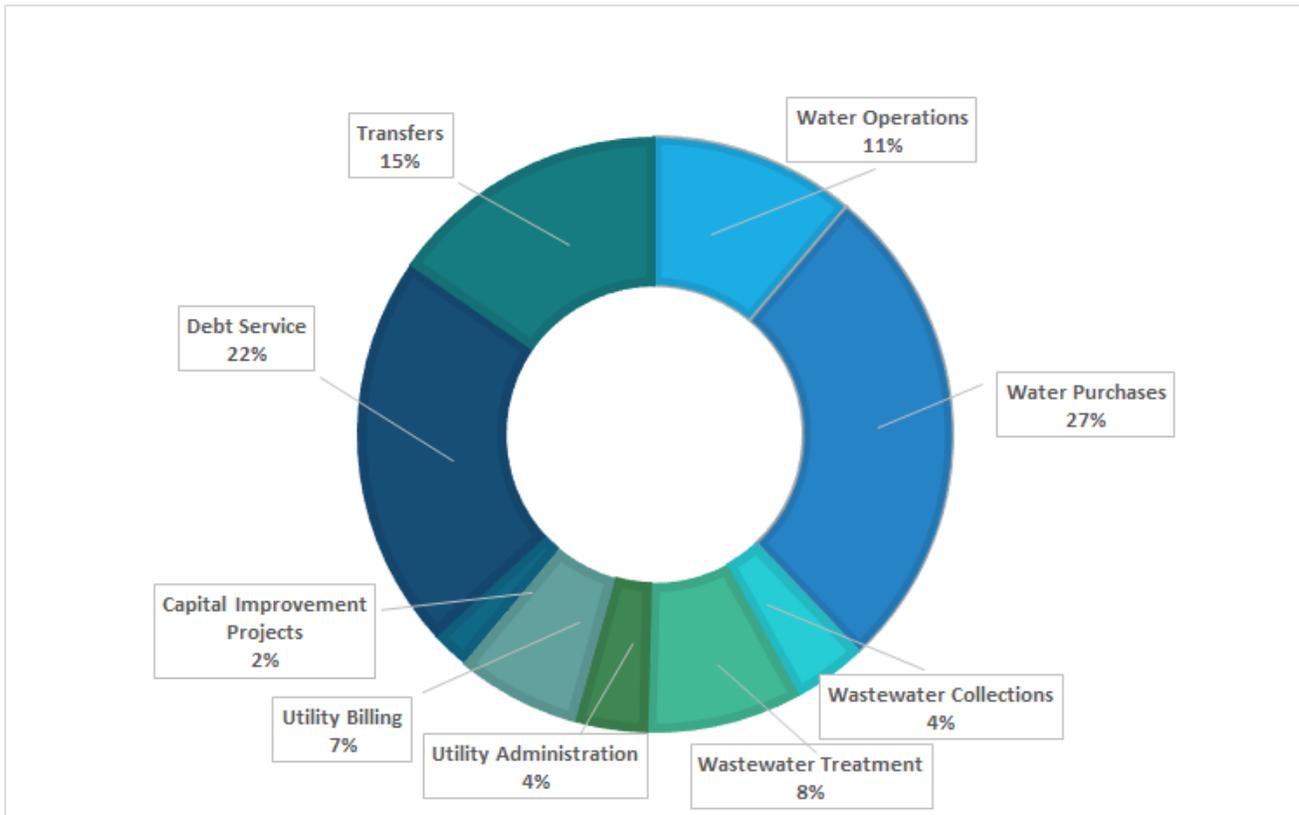
## Fiscal Year 2021-2022 Budget

The Utility Fund is used to account for the operations of providing water and sewer (wastewater) services to residential and commercial customers. This is a business-enterprise fund that is self-supporting with rates and charges determined by an annual rate analysis to determine the adequacy of revenue to support operations, capital improvements and debt commitments.

### UTILITY FUND REVENUE



## UTILITY FUND EXPENDITURES



### The following departments make up the Utility Fund

- ❖ Water Operations – Personnel and water operation expenses
- ❖ Wastewater Collections – Personnel and wastewater operation expenses
- ❖ Wastewater Treatment – Personnel and operational expenses for the Town’s wastewater treatment plant
- ❖ Utility Administration – Personnel who oversee water and wastewater operations
- ❖ Utility Billing – Personnel and operations that oversee the meter billing and collection for water and sewer (wastewater) services

### Additional Expenditures of the Utility Fund

- ❖ Capital Improvement Projects – Water and Wastewater infrastructure projects
- ❖ Debt Service – Expenditures supporting bond payments for capital improvement projects to support new residential and commercial connections
- ❖ Water Purchases – Water purchased from the North Texas Municipal Water District for distribution by the Town
- ❖ Transfers – Payment in lieu of taxes for services provided by the Town



**UTILITY FUND**

Revenue, Expenditures, and Change in Fund Balance

FUND 612

	Actual	Amended Budget	Estimated Budget	Proposed Budget	Planning Years			
	2019 - 2020	2020 - 2021	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	2024 - 2025	2025 - 2026
<b>BEGINNING FUND BALANCE</b>	\$ 13,261,583	\$ 16,154,250	\$ 16,154,250	\$ 16,841,432	\$ 17,339,216	\$ 18,218,688	\$ 18,863,254	\$ 19,553,764
<b>REVENUES</b>								
Water Sales	\$ 10,502,563	\$ 10,353,000	\$ 10,840,661	\$ 11,241,359	\$ 11,647,483	\$ 12,068,272	\$ 12,501,895	\$ 12,697,849
Sewer Sales	6,840,364	7,022,022	6,947,059	7,491,589	7,611,753	7,731,918	7,852,082	7,972,246
Fees	289,841	487,500	542,346	463,500	428,000	408,000	403,000	398,000
Charges for Service	1,254,153	1,100,000	854,719	1,104,526	1,113,435	1,122,344	1,132,366	1,132,366
Interest Earnings	382,710	200,000	239,230	200,000	200,000	200,000	200,000	200,000
Miscellaneous	296,351	-	104,618	71,000	-	-	-	-
Transfers In	415,700	-	-	-	-	-	-	-
<b>TOTAL REVENUES</b>	<b>19,981,682</b>	<b>19,162,522</b>	<b>19,528,632</b>	<b>20,571,974</b>	<b>21,000,671</b>	<b>21,530,534</b>	<b>22,089,343</b>	<b>22,400,461</b>
<b>TOTAL FUNDS AVAILABLE</b>	<b>\$ 33,243,265</b>	<b>\$ 35,316,772</b>	<b>\$ 35,682,881</b>	<b>\$ 37,413,406</b>	<b>\$ 38,339,887</b>	<b>\$ 39,749,222</b>	<b>\$ 40,952,597</b>	<b>\$ 41,954,225</b>
<b>OPERATION EXPENDITURES</b>								
Water Operations	\$ 1,633,726	\$ 2,504,662	\$ 1,941,807	\$ 2,201,026	\$ 2,351,735	\$ 1,996,046	\$ 2,042,075	\$ 2,086,471
Wastewater Collections	631,135	748,766	744,524	809,713	769,472	793,328	809,699	836,911
Wastewater Treatment	1,335,196	1,595,970	1,553,857	1,691,516	1,721,210	1,801,965	1,824,272	1,886,804
Water Administration	713,725	749,557	767,221	792,419	772,799	798,528	811,275	839,822
Utility Billing	686,911	980,174	678,642	1,344,668	1,166,421	919,233	929,875	953,442
<b>TOTAL OPERATION EXPENDITURES</b>	<b>\$ 5,000,693</b>	<b>\$ 6,579,129</b>	<b>\$ 5,686,051</b>	<b>\$ 6,839,342</b>	<b>\$ 6,781,637</b>	<b>\$ 6,309,100</b>	<b>\$ 6,417,196</b>	<b>\$ 6,603,450</b>
<b>WATER PURCHASES</b>	<b>\$ 4,589,199</b>	<b>\$ 4,717,131</b>	<b>\$ 5,027,418</b>	<b>\$ 5,379,337</b>	<b>\$ 5,648,304</b>	<b>\$ 5,930,719</b>	<b>\$ 6,227,255</b>	<b>\$ 6,538,618</b>
<b>DEBT SERVICE</b>	<b>\$ 4,044,820</b>	<b>\$ 3,875,946</b>	<b>\$ 3,870,048</b>	<b>\$ 4,326,140</b>	<b>\$ 4,316,896</b>	<b>\$ 5,335,365</b>	<b>\$ 5,316,646</b>	<b>\$ 4,784,909</b>
<b>CAPITAL</b>	<b>\$ 154,303</b>	<b>\$ 1,712,490</b>	<b>\$ 1,488,231</b>	<b>\$ 455,500</b>	<b>\$ 330,000</b>	<b>\$ 139,000</b>	<b>\$ 226,000</b>	<b>\$ 193,000</b>
Transfers Out	\$ 3,300,000	\$ 2,945,251	\$ 2,769,701	\$ 3,073,871	\$ 3,044,362	\$ 3,171,785	\$ 3,211,736	\$ 3,282,307
<b>TOTAL TRANSFER</b>	<b>\$ 3,300,000</b>	<b>\$ 2,945,251</b>	<b>\$ 2,769,701</b>	<b>\$ 3,073,871</b>	<b>\$ 3,044,362</b>	<b>\$ 3,171,785</b>	<b>\$ 3,211,736</b>	<b>\$ 3,282,307</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 17,089,015</b>	<b>\$ 19,829,947</b>	<b>\$ 18,841,450</b>	<b>\$ 20,074,190</b>	<b>\$ 20,121,199</b>	<b>\$ 20,885,969</b>	<b>\$ 21,398,833</b>	<b>\$ 21,402,284</b>
<b>Net Income/(Loss)</b>	<b>\$ 2,892,667</b>	<b>\$ (667,425)</b>	<b>\$ 687,182</b>	<b>\$ 497,784</b>	<b>\$ 879,472</b>	<b>\$ 644,565</b>	<b>\$ 690,510</b>	<b>\$ 998,177</b>
<b>ENDING FUND BALANCE</b>	<b>\$ 16,154,250</b>	<b>\$ 15,486,825</b>	<b>\$ 16,841,432</b>	<b>\$ 17,339,216</b>	<b>\$ 18,218,688</b>	<b>\$ 18,863,254</b>	<b>\$ 19,553,764</b>	<b>\$ 20,551,941</b>
<b>AMOUNT OVER (UNDER) IN DAYS</b>								
<b>OPERATING COST</b>	345	285	326	315	330	330	334	350
Minimum 60 days of working capital								
<b>Debt Service Reserves</b>	3.99	4.00	4.35	4.01	4.22	3.54	3.68	4.30



PAGE INTENTIONALLY LEFT BLANK

# **SOLID WASTE FUND**

## **Fiscal Year 2021-2022 Budget**

This fund is a business-enterprise fund and is utilities to account for the Town's Solid Waste Activities. The Town contracts Solid Waste Collection with Community Waste Disposal, Inc. CWD. The contract renewed effective February 1, 2020 and included an extension of the contract to 2025. Solid Waste rates are determined by CWD, however the Town has final approval authority.

The Town operates its own courtesy disposal collection site. In addition to these services, the fund also accounts for the Town's semiannual clean-up events as well as pay for household hazardous waste collection and disposal.



## SOLID WASTE FUND

Revenue, Expenditures, and Change in Fund Balance

FUND 712	Actual	Amended Budget	Estimated Budget	Proposed Budget	Planning Years			
	2019 - 2020	2020 - 2021	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	2024 - 2025	2025 - 2026
<b>BEGINNING FUND BALANCE</b>	\$ 522,880	\$ 470,097	\$ 470,097	\$ 691,187	\$ 918,116	\$ 1,303,264	\$ 1,753,065	\$ 2,246,900
<b>REVENUES</b>								
Franchise Taxes	\$ 173,376	\$ 160,000	\$ 182,769	\$ 180,000	\$ 180,000	\$ 185,000	\$ 185,000	\$ 185,000
Service Fees	2,824,457	2,842,658	3,086,251	3,279,061	3,668,447	4,064,965	4,226,806	4,295,588
Interest Earnings	6,598	7,500	3,687	5,000	5,000	6,600	6,600	6,600
Other Revenue	10,869	100	458	-	-	-	-	-
<b>TOTAL REVENUES</b>	<b>3,015,300</b>	<b>3,010,258</b>	<b>3,273,165</b>	<b>3,464,061</b>	<b>3,853,447</b>	<b>4,256,565</b>	<b>4,418,406</b>	<b>4,487,188</b>
<b>TOTAL FUNDS AVAILABLE</b>	<b>\$ 3,538,181</b>	<b>\$ 3,480,355</b>	<b>\$ 3,743,262</b>	<b>\$ 4,155,248</b>	<b>\$ 4,771,563</b>	<b>\$ 5,559,829</b>	<b>\$ 6,171,471</b>	<b>\$ 6,734,088</b>
<b>OPERATION EXPENDITURES</b>								
Solid Waste Personnel	\$ 68,856	\$ 69,903	\$ 68,390	\$ 70,709	\$ 71,762	\$ 74,116	\$ 75,238	\$ 77,742
Solid Waste Services	2,203,090	2,291,339	2,379,909	2,489,429	2,779,207	3,074,314	3,195,808	3,248,490
Solid Waste Operations and Maintenance	71,196	44,480	37,776	55,994	51,330	58,334	53,525	60,387
Solid Waste Capital Outlay	158,943	-	-	55,000	-	-	-	-
<b>TOTAL OPERATION EXPENDITURES</b>	<b>\$ 2,502,083</b>	<b>\$ 2,405,722</b>	<b>\$ 2,486,075</b>	<b>\$ 2,671,132</b>	<b>\$ 2,902,299</b>	<b>\$ 3,206,764</b>	<b>\$ 3,324,571</b>	<b>\$ 3,386,619</b>
Transfers Out to General Fund	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 200,000	\$ 200,000	\$ 200,000
Transfers Out to Streetscape Fund	\$ 391,000	\$ 391,000	\$ 391,000	\$ 391,000	\$ 391,000	\$ 400,000	\$ 400,000	\$ 400,000
<b>TOTAL TRANSFER</b>	<b>\$ 566,000</b>	<b>\$ 600,000</b>	<b>\$ 600,000</b>	<b>\$ 600,000</b>				
<b>TOTAL EXPENDITURES</b>	<b>\$ 3,068,083</b>	<b>\$ 2,971,722</b>	<b>\$ 3,052,075</b>	<b>\$ 3,237,132</b>	<b>\$ 3,468,299</b>	<b>\$ 3,806,764</b>	<b>\$ 3,924,571</b>	<b>\$ 3,986,619</b>
<b>ENDING FUND BALANCE</b>	<b>\$ 470,097</b>	<b>\$ 508,633</b>	<b>\$ 691,187</b>	<b>\$ 918,116</b>	<b>\$ 1,303,264</b>	<b>\$ 1,753,065</b>	<b>\$ 2,246,900</b>	<b>\$ 2,747,469</b>

# **WATER AND WASTEWATER IMPACT FEES**

## **Fiscal Year 2021 - 2022 Budget**

Impact Fees were established to assure the availability of funds for major capital projects needed as a result of development. The laws governing the collection and disbursement of impact fees require separate accounting and reporting of these funds. Additionally, an analysis and update of the fee structure is required every five years. Appropriations from these funds are being utilized to provide supplemental funding for eligible capital improvement projects.



## Water Impact Fee Fund

Revenue, Expenditures, and Change in Fund Balance

	Actual	Amended Budget	Estimated Budget	Proposed Budget	Planning Years			
	2019 - 2020	2020 - 2021	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	2024 - 2025	2025 - 2026
<b>Fund 913</b>								
<b>BEGINNING FUND BALANCE</b>	\$ 2,108,349	\$ 2,504,308	\$ 2,504,308	\$ 2,139,975	\$ 1,504,065	\$ 1,754,065	\$ 1,979,065	\$ 2,154,065
<b>REVENUES</b>								
Water Impact Fees	\$ 395,401	\$ 250,000	\$ 355,945	\$ 300,000	\$ 250,000	\$ 225,000	\$ 175,000	\$ 125,000
Interest Earnings	558	-	-					
<b>TOTAL REVENUES</b>	<b>395,959</b>	<b>250,000</b>	<b>355,945</b>	<b>300,000</b>	<b>250,000</b>	<b>225,000</b>	<b>175,000</b>	<b>125,000</b>
<b>TOTAL FUNDS AVAILABLE</b>	<b>\$ 2,504,308</b>	<b>\$ 2,754,308</b>	<b>\$ 2,860,253</b>	<b>\$ 2,439,975</b>	<b>\$ 1,754,065</b>	<b>\$ 1,979,065</b>	<b>\$ 2,154,065</b>	<b>\$ 2,279,065</b>
<b>TRANSFERS</b>								
Transfers Out	-	1,070,278	720,278	935,910	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>\$ -</b>	<b>\$ 1,070,278</b>	<b>\$ 720,278</b>	<b>\$ 935,910</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>ENDING FUND BALANCE</b>	<b>\$ 2,504,308</b>	<b>\$ 1,684,030</b>	<b>\$ 2,139,975</b>	<b>\$ 1,504,065</b>	<b>\$ 1,754,065</b>	<b>\$ 1,979,065</b>	<b>\$ 2,154,065</b>	<b>\$ 2,279,065</b>



## Waste Water Impact Fee Fund

Revenue, Expenditures, and Change in Fund Balance

	Actual	Amended Budget	Estimated Budget	Proposed Budget	Planning Years			
	2019 - 2020	2020 - 2021	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	2024 - 2025	2025 - 2026
<b>Fund 819</b>								
<b>BEGINNING FUND BALANCE</b>	\$ 1,787,004	\$ 1,867,237	\$ 1,867,237	\$ 1,701,158	\$ 530,158	\$ 880,158	\$ 1,180,158	\$ 1,480,158
<b>REVENUES</b>								
Waste Water Impact Fees	\$ 495,517	\$ 400,000	\$ 454,832	\$ 400,000	\$ 350,000	\$ 300,000	\$ 300,000	\$ 250,000
Interest Earnings	416	-	-					
<b>TOTAL REVENUES</b>	<b>495,933</b>	<b>400,000</b>	<b>454,832</b>	<b>400,000</b>	<b>350,000</b>	<b>300,000</b>	<b>300,000</b>	<b>250,000</b>
<b>TOTAL FUNDS AVAILABLE</b>	<b>\$ 2,282,937</b>	<b>\$ 2,267,237</b>	<b>\$ 2,322,069</b>	<b>\$ 2,101,158</b>	<b>\$ 880,158</b>	<b>\$ 1,180,158</b>	<b>\$ 1,480,158</b>	<b>\$ 1,730,158</b>
<b>TRANSFERS</b>								
Transfers Out	415,700	1,565,350	620,911	1,571,000	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 415,700</b>	<b>\$ 1,565,350</b>	<b>\$ 620,911</b>	<b>\$ 1,571,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>ENDING FUND BALANCE</b>	<b>\$ 1,867,237</b>	<b>\$ 701,887</b>	<b>\$ 1,701,158</b>	<b>\$ 530,158</b>	<b>\$ 880,158</b>	<b>\$ 1,180,158</b>	<b>\$ 1,480,158</b>	<b>\$ 1,730,158</b>



PAGE INTENTIONALLY LEFT BLANK

# **CAPITAL IMPROVEMENT PROJECT FUNDS**

## **Fiscal Year 2021-2022 Budget**

The Capital Improvement Project Fund accounts for the acquisition, construction, or improvement of major capital facilities or projects throughout the Town of Little Elm. This dedicated Fund is used to track the revenue and expenses during the life of each project. Projects are not necessarily completed during one budget cycle but may be carried over from one budget cycle to the next.



## Water - Wastewater Capital Improvement Program

Revenue, Expenditures, and Change in Fund Balance

Fund 829

**BEGINNING FUND BALANCE**

**REVENUES**

Bond Proceeds

Transfers In

Interest Revenue

**TOTAL REVENUES**

**TOTAL FUNDS AVAILABLE**

**EXPENDITURES**

Water Capital Improvement Projects

Wastewater Capital Improvement Projects

Transfers Out

**TOTAL EXPENDITURES**

**ENDING FUND BALANCE**

	Actual	Amended Budget	Estimated Budget	Proposed Budget	Planning Years			
	2019 - 2020	2020 - 2021	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	2024 - 2025	2025 - 2026
<b>BEGINNING FUND BALANCE</b>	\$ 1,394,764	\$ 2,171,494	\$ 2,171,494	\$ 13,154,944	\$ 9,347,551	\$ 16,432,895	\$ 13,263,537	\$ 7,768,295
<b>REVENUES</b>								
Bond Proceeds	\$ -	\$ 14,850,000	\$ 9,000,000	\$ -	\$ 13,800,000	\$ -	\$ -	\$ -
Transfers In	1,500,000	4,270,879	2,476,440	3,656,275	1,108,441	1,217,606	1,176,782	1,169,011
Interest Revenue	29,325	-	30,000	125,000	75,000	125,000	100,000	175,000
<b>TOTAL REVENUES</b>	<b>1,529,325</b>	<b>19,120,879</b>	<b>11,506,440</b>	<b>3,781,275</b>	<b>14,983,441</b>	<b>1,342,606</b>	<b>1,276,782</b>	<b>1,344,011</b>
<b>TOTAL FUNDS AVAILABLE</b>	<b>\$ 2,924,089</b>	<b>\$ 21,292,373</b>	<b>\$ 13,677,934</b>	<b>\$ 16,936,219</b>	<b>\$ 24,330,992</b>	<b>\$ 17,775,501</b>	<b>\$ 14,540,320</b>	<b>\$ 9,112,306</b>
<b>EXPENDITURES</b>								
Water Capital Improvement Projects	\$ 399,118	\$ 2,166,733	\$ 337,032	\$ 3,850,778	\$ 4,161,911	\$ 3,366,964	\$ -	\$ -
Wastewater Capital Improvement Projects	353,477	3,053,779	185,958	3,737,890	3,736,186	1,145,000	6,772,025	-
Transfers Out	-	-	-	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 752,595</b>	<b>\$ 5,220,513</b>	<b>\$ 522,990</b>	<b>\$ 7,588,668</b>	<b>\$ 7,898,097</b>	<b>\$ 4,511,964</b>	<b>\$ 6,772,025</b>	<b>\$ -</b>
<b>ENDING FUND BALANCE</b>	<b>\$ 2,171,494</b>	<b>\$ 16,071,861</b>	<b>\$ 13,154,944</b>	<b>\$ 9,347,551</b>	<b>\$ 16,432,895</b>	<b>\$ 13,263,537</b>	<b>\$ 7,768,295</b>	<b>\$ 9,112,306</b>

# **VEHICLE EQUIPMENT REPLACEMENT FUND**

## **FY 2021-2022 BUDGET**

The Vehicle Equipment Replacement Fund (VERF) operates under the principle that the funds are collected and segregated, over a period of time, to cover the replacement cost of existing vehicles and equipment.



## VEHICLE AND EQUIPMENT REPLACEMENT FUND

Revenue, Expenditures, and Change in Fund Balance

FUND 500

BEGINNING FUND BALANCE

**REVENUES**

Intergovernmental Transfers  
Interest Earnings  
Auction/Insurance Proceeds

**TOTAL REVENUES**

**TOTAL FUNDS AVAILABLE**

**EXPENDITURES**

Contractual Services  
Capital Expenditures

**TOTAL EXPENDITURES**

ENDING FUND BALANCE

	Actual	Amended Budget	Estimated Budget	PROPOSED BUDGET	Planning Years			
	2019 - 2020	2020 - 2021	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	2024 - 2025	2025 - 2026
BEGINNING FUND BALANCE	\$ 3,461,093	\$ 3,756,901	\$ 3,756,901	\$ 3,984,712	\$ 2,558,112	\$ 1,892,501	\$ 2,682,945	\$ 3,315,336
<b>REVENUES</b>								
Intergovernmental Transfers	\$ 2,031,420	\$ 1,309,084	\$ 1,309,084	\$ 1,430,671	\$ 1,566,940	\$ 1,609,780	\$ 1,760,086	\$ 1,807,166
Interest Earnings	51,006	\$ 50,000	30,394	30,000	30,000	30,000	30,000	30,000
Auction/Insurance Proceeds	-	359,025	495,548	-	-	-	-	-
<b>TOTAL REVENUES</b>	<b>2,082,426</b>	<b>1,718,109</b>	<b>1,835,025</b>	<b>1,460,671</b>	<b>1,596,940</b>	<b>1,639,780</b>	<b>1,790,086</b>	<b>1,837,166</b>
<b>TOTAL FUNDS AVAILABLE</b>	<b>\$ 5,543,519</b>	<b>\$ 5,475,010</b>	<b>\$ 5,591,927</b>	<b>\$ 5,445,383</b>	<b>\$ 4,155,052</b>	<b>\$ 3,532,281</b>	<b>\$ 4,473,031</b>	<b>\$ 5,152,502</b>
<b>EXPENDITURES</b>								
Contractual Services	\$ -	\$ -	\$ -	\$ 25,000	\$ 27,500	\$ 31,820	\$ 36,140	\$ 40,460
Capital Expenditures	1,786,618	1,600,063	1,607,215	2,862,271	2,235,051	817,516	1,121,555	2,430,076
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,786,618</b>	<b>\$ 1,600,063</b>	<b>\$ 1,607,215</b>	<b>\$ 2,887,271</b>	<b>\$ 2,262,551</b>	<b>\$ 849,336</b>	<b>\$ 1,157,695</b>	<b>\$ 2,470,536</b>
ENDING FUND BALANCE	\$ 3,756,901	\$ 3,874,947	\$ 3,984,712	\$ 2,558,112	\$ 1,892,501	\$ 2,682,945	\$ 3,315,336	\$ 2,681,966

# **FIRE EQUIPMENT REPLACEMENT FUND**

## **Fiscal Year 2021-2022 Budget**

The Fire Equipment Replacement Fund (FERF) operates under the principle that the funds are collected and segregated, over a period of time, to cover the replacement cost of existing fire equipment.



## FIRE EQUIPMENT REPLACEMENT FUND

Revenue, Expenditures, and Change in Fund Balance

FUND 501	Actual	Amended Budget	Estimated Budget	Proposed Budget	Planning Years			
	2019 - 2020	2020 - 2021	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	2024 - 2025	2025 - 2026
<b>BEGINNING FUND BALANCE</b>	\$ 118,874	\$ 218,919	\$ 218,919	\$ 218,919	\$ 265,334	\$ 392,559	\$ 519,130	\$ 574,796
<b>REVENUES</b>								
Contributions - Internal Transfer	\$ 198,834	\$ 202,923	\$ 202,923	\$ 213,894	\$ 234,627	\$ 235,508	\$ 259,648	\$ 276,868
Interest Earnings	3,111	-	1,839	2,000	2,000	2,000	2,000	2,000
<b>TOTAL REVENUES</b>	<b>201,945</b>	<b>202,923</b>	<b>204,762</b>	<b>215,894</b>	<b>236,627</b>	<b>237,508</b>	<b>261,648</b>	<b>278,868</b>
<b>TOTAL FUNDS AVAILABLE</b>	<b>\$ 320,819</b>	<b>\$ 421,842</b>	<b>\$ 423,681</b>	<b>\$ 434,813</b>	<b>\$ 501,961</b>	<b>\$ 630,067</b>	<b>\$ 780,778</b>	<b>\$ 853,664</b>
<b>EXPENDITURES</b>								
Fire Equipment	101,900	116,071	116,069	169,479	109,402	110,937	205,982	186,805
<b>TOTAL EXPENDITURES</b>	<b>\$ 101,900</b>	<b>\$ 116,071</b>	<b>\$ 116,069</b>	<b>\$ 169,479</b>	<b>\$ 109,402</b>	<b>\$ 110,937</b>	<b>\$ 205,982</b>	<b>\$ 186,805</b>
<b>ENDING FUND BALANCE</b>	<b>\$ 218,919</b>	<b>\$ 305,771</b>	<b>\$ 307,612</b>	<b>\$ 265,334</b>	<b>\$ 392,559</b>	<b>\$ 519,130</b>	<b>\$ 574,796</b>	<b>\$ 666,859</b>

# **COMMUNITY DEVELOPMENT CORPORATION**

## **Fiscal Year 2021-2022 Budget**

The Little Elm Community Development Corporation (CDC) is a 4B Corporation established under the Development Corporation Act of 1979. The corporation is tasked with the promotion and development of new or expanded business enterprises, parks, and other community projects. The CDC derives funding from a one-quarter cent sales tax collected in the Town of Little Elm. The CDC was established in October 2007 and has an independent board appointed by Town Council to govern the corporation.

The CDC's focus is the planning and growth of the parks and recreation system by applying the one-quarter cent sales tax towards capital projects that benefit parks and other related projects.



**Community Development Corporation**  
Revenue, Expenditures, and Change in Fund Balance

Fund 814

BEGINNING FUND BALANCE

REVENUES

Sales and Use Taxes

Interest Earnings

TOTAL REVENUES

TOTAL FUNDS AVAILABLE

EXPENDITURES

Community Services

Transfers Out

TOTAL EXPENDITURES

ENDING FUND BALANCE

	Actual	Amended Budget	Estimated Budget	Proposed Budget	Planning Years			
	2019 - 2020	2020 - 2021	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	2024 - 2025	2025 - 2026
BEGINNING FUND BALANCE	\$ 581,217	\$ 1,053,800	\$ 1,053,800	\$ 1,145,983	\$ 1,560,788	\$ 2,036,116	\$ 2,565,979	\$ 3,132,405
REVENUES								
Sales and Use Taxes	\$ 1,231,399	\$ 1,183,618	\$ 1,370,292	\$ 1,404,905	\$ 1,447,052	\$ 1,490,464	\$ 1,527,725	\$ 1,558,280
Interest Earnings	10,045	10,000	9,091	8,000	8,000	8,000	10,000	10,000
TOTAL REVENUES	1,241,444	1,193,618	1,379,383	1,412,905	1,455,052	1,498,464	1,537,725	1,568,280
TOTAL FUNDS AVAILABLE	\$ 1,822,661	\$ 2,247,418	\$ 2,433,183	\$ 2,558,888	\$ 3,015,841	\$ 3,534,579	\$ 4,103,705	\$ 4,700,685
EXPENDITURES								
Community Services	\$ 113,250	\$ 466,100	\$ 50,200	\$ 99,800	\$ 76,200	\$ 66,200	\$ 66,200	\$ 66,200
Transfers Out	655,611	837,000	1,237,000	898,300	903,525	902,400	905,100	907,200
TOTAL EXPENDITURES	\$ 768,861	\$ 1,303,100	\$ 1,287,200	\$ 998,100	\$ 979,725	\$ 968,600	\$ 971,300	\$ 973,400
ENDING FUND BALANCE	\$ 1,053,800	\$ 944,318	\$ 1,145,983	\$ 1,560,788	\$ 2,036,116	\$ 2,565,979	\$ 3,132,405	\$ 3,727,285

# **DEBT SERVICE OBLIGATION SUMMARY**

## **Fiscal Year 2021-2022 Budget**

This summary represents the governmental and utility system supported debt principal and interest.

OUTSTANDING DEBT OBLIGATIONS

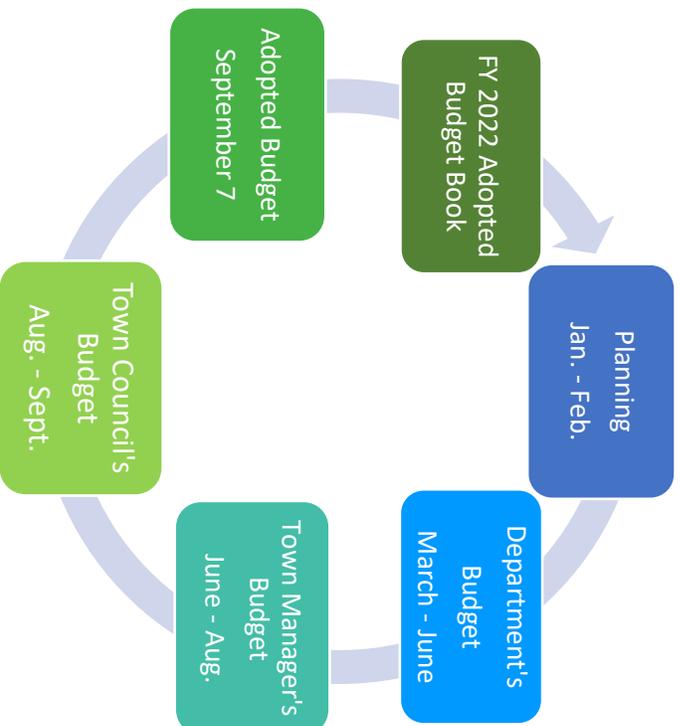
Bond Series	Obligation	Maturity Date	Callable Date	Principal	Interest	Total Outstanding 9/30/2021	P&I Due FY 2021-2022
<b>PRIMARY GOVERNMENT</b>							
2012	General Obligation Refunding Bonds - \$6.958M	8/1/2024	8/1/2021	\$ 480,000	\$ 19,500	\$ 499,500	\$ 324,400
2012A	General Obligation Refunding Bonds - \$2.735M	8/1/2027	8/1/2022	1,210,000	90,079	1,300,079	215,289
2013	Certificates of Obligations - \$6M (CDC)	8/1/2033	8/1/2023	3,990,000	901,950	4,891,950	407,400
2013A	Certificates of Obligations - \$3M	8/1/2033	8/1/2023	2,060,000	529,325	2,589,325	216,550
2014	General Obligations Refunding - \$4.550M	8/1/2029	8/1/2024	1,180,000	205,375	1,385,375	171,650
2015	Certificates of Obligations - \$9.655M	2/1/2036	2/1/2025	7,685,000	1,901,856	9,586,856	639,938
2016	General Obligations Refunding - \$6.725M	8/1/2027	8/1/2025	3,805,000	317,212	4,122,212	745,119
2018	Certificates of Obligations - \$15.460M	2/1/2038	2/1/2028	11,370,000	3,806,072	15,176,072	892,356
2019	General Obligations Refunding - \$7.230M	8/1/2029	-	6,170,000	915,400	7,085,400	860,800
2019	Certificates of Obligations - \$6.640M	2/1/2039	2/1/2028	6,135,000	2,031,125	8,166,125	453,350
2020	General Obligations Refunding - \$5.725M	8/1/2030	-	5,005,000	274,104	5,279,104	589,054
2020	Certificates of Obligations - \$4.085M	8/1/2040	8/1/2029	3,905,000	903,550	4,808,550	252,400
2021	Certificates of Obligations - \$15M	8/1/2041	8/1/2030	15,000,000	4,527,250	19,527,250	960,000
<b>TOTAL DEBT FOR PRIMARY GOVERNMENT (TAX SUPPORTED)</b>				<b>\$ 67,995,000</b>	<b>\$ 16,422,798</b>	<b>\$ 84,417,798</b>	<b>\$ 6,728,306</b>
<b>SELF-SUPPORTING DEBT OF THE UTILITY</b>							
2012	General Obligation Refunding Bonds - \$6.985M	8/1/2024	8/1/2021	\$ 875,000	\$ 53,100	\$ 928,100	\$ 306,250
2012	Certificate of Obligations - \$6.0M	8/1/2027	8/1/2022	\$ 2,750,000	\$ 220,908	\$ 2,970,908	\$ 484,676
2013	General Obligation Refunding Bonds - \$3.040M	9/1/2025	9/1/2022	1,245,000	74,375	1,319,375	276,806
2014	General Obligations Refunding - \$4.550M	8/1/2029	8/1/2024	1,485,000	250,375	1,735,375	222,175
2016	Certificate of Obligations - \$7.640M	8/1/2036	8/1/2025	6,265,000	1,612,394	7,877,394	525,594
2017	Certificate of Obligations - \$11.830M	8/1/2037	8/1/2026	9,850,000	2,914,875	12,764,875	799,138
2017	General Obligations - \$13.645M	8/1/2034	8/1/2026	11,655,000	2,911,713	14,566,713	1,117,625
2021	Certificates of Obligations - \$9M	8/1/2041	8/1/2030	9,000,000	2,743,625	11,743,625	622,500
<b>TOTAL SELF-SUPPORTING DEBT (UTILITY)</b>				<b>\$ 43,125,000</b>	<b>\$ 10,781,363</b>	<b>\$ 53,906,363</b>	<b>\$ 4,354,764</b>
<b>TOTAL DEBT OBLIGATIONS</b>				<b>\$ 111,120,000</b>	<b>\$ 27,204,161</b>	<b>\$ 138,324,161</b>	<b>\$ 11,083,070</b>

# **APPENDICES**

## **Fiscal Year 2021-2022 Budget**

- ❖ Budget Planning Calendar
- ❖ Budget Process
- ❖ Town-wide Approved Supplements
- ❖ Capital Improvement Project Planning List

# Fiscal Year 2022 Budget Calendar



TOWN MANAGER'S BUDGET	
May 1	General Election for Town Council, Mayor, Town Charter and Sales Tax Renewal
July 15	TIRZ 3 Board Meeting
July 25 - 29	Finance calculates FY 2022 Proposed Property Tax Rates
July 29	Finance files FY 2022 Proposed Budget with Town Secretary
August 2	Finance sends FY 2022 Proposed Budget, Tax Rates and Public Hearing Information to Marketing for <b>website publication</b>
August 3	Council Meeting Presenting Proposed Budget and Proposed Tax Rates
August 7	<b>Proposed Tax Rates, Public Hearing Dates, and Proposed Budget in Denton Chronicle and on TOLE website (Tax Code 26.04(e))</b>
Aug. 4 & 5 / 10 & 11	Council workshop on the Proposed Budget and Proposed Tax Rates

PLANNING	
January 5	Town Council Adopts Strategic Plan
February 23 & 25	Budget Kickoff Meetings

DEPARTMENT'S BUDGET	
February 26	MBudget ready for input by Departments of FY 2021 Estimates, FY 2026 Budget and Supplementals
March 1	Staffing Requests submitted, reviewed and <b>approved</b> by Town Manager
March 30	<b>VERF</b> Committee Meeting
April 2	All MBudget Data <b>completed</b> by Directors / MBudget locked for editing
June 7	Finance Revenue Projections Complete
June 14 – 18	Budget Week for Directors and Staff
June 22	CIP Budget Meeting with Directors
July 13 Tentative	CDC Board Meeting for FY 2022 Budget Approval

TOWN COUNCIL'S BUDGET	
August 3	Council Meeting Presenting Proposed Budget and Proposed Tax Rates / Recorded Vote on Proposed Tax Rates and Public Hearings
August 4 & 5 or 10 & 11	Council workshop on the Proposed Budget and Proposed Tax Rates
August 17	TIRZ 4, 5 and 6 Board Meeting to Approve FY 2022 Budget
August 17	Agenda for Council Meeting: <ul style="list-style-type: none"> <li>• <b>First Public Hearing</b> on Proposed Budget and Proposed Tax Rates (No Vote Taken)</li> <li>• Approve TIRZ 3, 4, 5 and 6 budgets</li> <li>• Valencia, Hillstone and Rudman PID Annual Service Plans</li> </ul>
September 7	<b>Second Public Hearing and Vote on Approving Proposed Budget and Tax Rates</b>

## II. General Budget Policies

The Town of Little Elm, Texas financial policies set forth the basic framework for the fiscal management of the Town. These policies were developed within the parameters established by applicable provisions of the Texas Local Government Code and the Town of Little Elm Town Charter. The policies are to be reviewed on an annual basis and modified to accommodate changing circumstances or conditions.

### A. Annual Budget

1. The fiscal year of the Town shall begin on the first day of October each year and shall end on the thirtieth day of September of each year.
2. On or before the fifteenth day of August of each year, the Town Manager shall submit to the Town Council a balanced budget of the revenues of the Town and the expense of conducting the affairs thereof for the ensuing fiscal year. The Town is committed to a balanced operating budget under normal circumstances. Any deviations from a balanced budget are to be presented with full disclosure and justification. Fund Balance (reserves) can be used to balance the budget (see section on Fund Balance). The Budget as submitted by the Town Manager shall be legally adopted for all governmental fund types of the Town by Ordinance.
3. The Town Manager leads the Budget Process with the Mayor and Town Council, Chief Finance Officer, Town Departments, and the public participating during various stages of the budget process. Throughout the process, the Town Manager provides the Town's Department Heads with policy direction in formulating the budget and discusses areas of concern with Town Council.
4. Role of Department Heads and Directors. Each Department Head and Director is responsible for the effective, efficient, and economical use of all resources made available to his or her department or division. After direction from the Town Manager, all department and division managers are given formal budget packets to complete electronically. Once packets and budgets are submitted electronically to the Finance Department, the Chief Finance Officer and Town Manager reviews the Department baseline requests and will determine whether changes are required based on funds availability and priorities. Interviews with Department Heads and Directors are conducted with the Town Manager and Finance to review budget requests and justifications for new programs or expansion of programs. Department Heads and Directors must present with their budget submissions base budget justifications along with supplemental request explanations for operational expenses as well as requests for additional personnel. These requests are weighed against financial constraints.
5. Town Manager's Proposed Budget. Once the budget reviews are completed and revisions are made to the requested budget, the result becomes the Town Manager's proposed budget of programs and services. The Town Manager's proposed budget is filed with the Town Secretary and distributed to Town Council to set in motion work sessions, public hearings and ultimate approval.

The Town Manager's proposed budget must be an itemized estimate (by line-item) of the expense of conducting each department, division, office and/or fund. The Town Manager's proposed budget must be submitted to Town Council with a concise summary of the budget summarizing major changes in priorities or service levels from current years and the factors leading to those changes. Additionally, the Proposed Budget must include:

- a. Priorities and key issues for the new budget period
  - b. Major financial factors and trends affecting the budget
  - c. Significant changes in revenue functions including property taxes
  - d. Current and future debt obligations
  - e. Rate changes for Utilities as well as other fees and charges summarized
  - f. Significant use of or increase in unreserved fund balances.
  - g. Provide for financial summary at the Fund level that reflects at least a three-year period, including prior year actual, current year budget and/or estimated current year actual, and proposed budget.
6. Final Budget. The budget for all funds shall be balanced in that the appropriations from each fund shall not exceed the resources available for the fiscal year. These resources include estimated revenues and the unreserved balance in the fund at the beginning of the year. There shall be a least one public hearing on the operating budget prior to adoption of the budget by ordinance. The Town Council can amend the Town Manager's proposed budget prior to adoption by ordinance. The Budget shall be approved by ordinance prior to the last day of the fiscal year with or without amendment.
7. Tax Levy. The proposed budget shall contain a suggested tax rate to be levied to support the operational plan of expenditures and debt requirements for the ensuing fiscal year. All applicable laws pertaining to the adoption of the tax rate must be complied with including the adherence to the Truth-in-Taxation time table and events as outlined by the State Comptroller in the Truth-in-Taxation Handbook.
- a. The applied property tax rate will not exceed the no-new-revenue tax rate by more than 3.5% or more commonly referred to as the "voter-approval" tax rate unless public hearings and notices are done in compliance with Property Tax Codes.
  - b. The Town will strive to maintain the percentage of the tax rate allocated to the general fund at a minimum of 65%. Conversely, the allocation of the tax rate for debt purposes will be no more than 35%.

## **B. Budget Administration**

1. All expenses of the Town shall be made in accordance with the adopted annual budget or as legally amended.
2. The legal level of budgetary control is at the fund level. The Town Manager is authorized to transfer budgeted amounts between departments within any fund. Any revision(s) that increases the total expenditures of any fund greater than the original budget must be approved by ordinance of Town Council.
3. Transfers between expenditure accounts (line-items) in one department or division may occur with the approval of the Chief Finance Officer. Transfers between operating departments may occur with the approval of the Town Manager and Chief Finance Officer provided that a department's total budget is not changed. Transfers between funds must be accomplished by budget amendment approved by ordinance of the Town Council. However, budgeted operating transfers are authorized within the authority given in the annual budget ordinance.
4. Budget Delivery and Execution. After the budget and tax levy are adopted by Town Council by ordinances, the Finance Department distributes the adopted budget, capital

outlay schedules and personnel schedules denoting the expenditure and staffing authority that each department has in order to carry out its mission and provide services to the Town. The Finance Department monitors revenues and expenditures through the fiscal year for reportable conditions of major fluctuations in revenues and/or expenditures.

No money shall be drawn from the Town Depository, nor shall any obligation for the expenditure of money be incurred, except in pursuance of appropriations made by the Town Council. At the close of each fiscal year, the unencumbered balance of each appropriation shall revert to the fund from which it was appropriated and shall be subject to future appropriations.

5. Budget Reports. The Finance Department will generate reports to the Town Manager and Departments on a routine basis or upon request. The Finance Department will prepare quarterly budget reports to Town Council identifying and highlighting sources and uses of funds in a summary format with narrative explanations of significant changes and fluctuations.

### C. Other Budget Initiatives

1. The Town shall establish and maintain a Capital Reserve Fund to be used to renovate, repair and replace fixed assets of the Town, including public buildings, streets, storm sewers, park facilities and water and wastewater improvements. The Town shall establish and maintain an Equipment Replacement and Reserve Fund to be used to replace movable fixed assets of the Town, including vehicles, off road equipment, and other equipment with an average life of more than three years and valued over \$10,000. There shall be established and maintained, within the Capital Reserve Fund and Equipment Replacement and Reserve Fund such accounts as shall be deemed appropriate by the Town Manager as evidenced in the Town's annual budget. The Capital Reserve Fund and Equipment Replacement and Reserve Fund shall be funded with contributions made from nonrecurring revenues as available and other revenues detailed in the budget submitted to the Town Council by the Town Manager.
2. The Capital Budget or Capital Improvement Plan (CIP) is a separate and distinct process of planning and budgeting but connects to the operating budget for future potential of adding operational expenditures (see section below on Capital Project Expenditures). The annual budget will be developed to fund services of benefit for just one or two years and expenditures with long-term benefits will be put into a Capital Budget which takes a multi-year perspective. The Town Manager will submit as an appendix to the Town's operational budget a Capital Budget outlining capital improvement projects. The Town's Capital Improvement Plan is developed as a five-year plan for both Utility and General Governmental purposes.

### III. Revenue Policies

1. The Town will strive to obtain franchise agreements that incorporate a franchise or rental fee with all public utilities (including municipally owned utilities). The fee structure will be similar to other cities in the area and allowed by the Public Utility Commission. In addition the Town will seek the "most favored nations' clause" in its franchise agreements with public utilities operating within the Town.
2. The Town will strive to maintain revenue diversification in order to improve the ability to

handle fluctuations in individual sources such as property taxes, sales and other taxes. Fees and Charges for services will be reviewed annually to the extent to which they cover the cost of the service being provided.

3. The Town will pursue an aggressive policy of collecting all moneys due to the Town.
4. The Town will continue an aggressive program to reduce the level of delinquent taxes. The minimum collection rate objective is 98%.
5. The Town will strive to maintain total delinquent taxes outstanding at an aggregate level not to exceed 10% of the current tax levy.
6. Tax exemptions presently allowed by the Town will be monitored to include the Senior Tax Ceiling and the 65 year old and disabled person's homestead exemption. Additional residential or non-profit property exemptions must be approved by the Town Council.



**Fiscal Year 2021-2022 Budget Proposed Non-Discretionary Supplementals**

**Proposed General Fund Supplemental Funding Continued**

Department	Supplemental Package	Fiscal Year 2022			Planning Years				
		One-Time Request Costs	Recurring Request Cost	Revenue / Off-Sets	FY 2023	FY 2024	FY 2025	FY 2026	FTEs
			Total Cost						
<b>Police Department</b>	Maintain Operational Integrity and Viability	-	4,165	-	4,165	4,165	4,165	4,165	4,165
	Maintain Operational Integrity and Viability	-	6,000	-	6,000	6,000	6,000	6,000	6,000
	Maintain Operational Integrity and Viability	3,000	-	-	3,000	-	-	-	-
	Maintain Operational Integrity and Viability	-	6,000	-	6,000	8,000	9,000	10,000	11,000
	Maintain Operational Integrity and Viability	-	246	-	246	246	246	246	246
	Maintain Operational Integrity and Viability	-	600	-	600	600	600	600	600
	Maintain Operational Integrity and Viability	-	33,238	-	33,238	41,576	41,576	61,524	67,024
	Maintain Operational Integrity and Viability	380	-	-	380	570	570	570	570
	Maintain Operational Integrity and Viability	-	2,100	-	2,100	2,100	2,100	2,100	2,300
	Maintain Operational Integrity and Viability	-	1,068	-	1,068	1,068	1,068	1,068	1,068
	Maintain Operational Integrity and Viability	-	8,000	-	8,000	8,000	8,000	8,000	8,000
	Maintain Operational Integrity and Viability	-	865	-	865	865	865	865	865
	Maintain Operational Integrity and Viability	-	95	-	95	95	95	95	95
	Maintain Operational Integrity and Viability	-	800	-	800	800	800	800	800
	<b>Fleet Services</b>	Maintain Operational Integrity and Viability	-	2,500	-	2,500	2,500	2,500	2,500
Maintain Operational Integrity and Viability		-	12,000	-	12,000	12,000	12,000	12,000	12,000
Maintain Operational Integrity and Viability		-	1,200	-	1,200	1,200	1,200	1,200	1,200
Maintain Operational Integrity and Viability		-	1,000	-	1,000	1,000	1,000	1,000	1,000
Maintain Operational Integrity and Viability		-	745	-	745	745	745	745	745
Maintain Operational Integrity and Viability		-	180	-	180	180	180	180	180
Maintain Operational Integrity and Viability		3,675	-	-	3,675	-	-	-	-
Maintain Operational Integrity and Viability		-	922	-	922	1,682	2,594	3,709	5,003
Maintain Operational Integrity and Viability		16,000	-	-	16,000	3,000	3,000	3,000	3,000
Maintain Operational Integrity and Viability		-	200	-	200	200	200	200	200
Maintain Operational Integrity and Viability		-	2,900	-	2,900	2,900	2,900	2,900	2,900
Maintain Operational Integrity and Viability		20,450	-	-	20,450	-	-	-	-
Maintain Operational Integrity and Viability		-	300	-	300	300	300	300	300
Maintain Operational Integrity and Viability		-	4,000	-	4,000	4,000	4,000	4,000	4,000
<b>Marketing &amp; Communications</b>		Maintain Operational Integrity and Viability	536	-	-	536	-	-	-
	Maintain Operational Integrity and Viability	3,800	-	-	3,800	-	-	-	-
	Promote and Expand the Little Elm Identity	24,500	-	12,500	12,000	3,000	3,000	3,000	3,000
	Maintain Operational Integrity and Viability	6,000	-	-	6,000	-	-	-	-
<b>Parks</b>	Ensure Excellence in Public Service While Keeping Up with the Growth of the Community	-	-	-	-	2,000	2,000	2,000	2,000
	Ensure Excellence in Public Service While Keeping Up with the Growth of the Community	-	-	-	-	5,000	5,000	5,000	5,000
	Promote & Expand the Little Elm Identity	400	-	-	400	400	400	400	400
	Ensure Excellence in Public Service While Keeping Up with the Growth of the Community	-	-	-	-	2,100	-	-	-

**Fiscal Year 2021-2022 Budget Proposed Non-Discretionary Supplementals**

**Proposed General Fund Supplemental Funding Continued**

Department	Supplemental Package	Fiscal Year 2022			Planning Years					
		One-Time Request Costs	Recurring Request Cost	Revenue / Off-Sets	Total Cost	FY 2023	FY 2024	FY 2025	FY 2026	FTEs
Fire Department	Handrety		1,100		1,100	1,100	1,100	1,100	1,100	1,100
	Station alerting - annual maintenance		21,148		21,148	21,148	21,148	21,148	21,148	21,148
	Promotional process		10,200		10,200	10,200	10,200	10,200	10,200	10,200
	Public Safety radio usage fee - Denton County		12,750		12,750	12,750	12,750	12,750	12,750	12,750
Rec Programming	Station 3 utilities		3,500		3,500	3,500	3,500	3,500	3,500	3,500
	Brew & Que beer & ice (offset by beer ticket sales)		2,000		2,000	2,000	2,000	2,000	2,000	2,000
	Magic of Lights		431,000		431,000	431,000	431,000	431,000	431,000	431,000
<b>General Fund Total</b>		<b>160,066</b>	<b>775,896</b>	<b>62,500</b>	<b>873,462</b>	<b>826,376</b>	<b>832,734</b>	<b>833,676</b>	<b>851,883</b>	<b>0.5</b>

**Proposed Utility Fund Supplemental Funding**

Department	Supplemental Package	Fiscal Year 2022			Planning Years					
		One-Time Request Costs	Recurring Request Cost	Revenue / Off-Sets	Total Cost	FY 2023	FY 2024	FY 2025	FY 2026	FTEs
Water Operations	Increased projections for water purchases-NTMWD		294,374		294,374	258,818	200,077	174,931	304,724	
	Master meter- Harmony annual support		4,290		4,290	4,790	5,290	5,790	6,290	
	Shoring for trench safety	10,000			10,000					
	UCMR 4 lab services CCR data		6,000		6,000	6,000	6,000	6,000	6,000	
Utility Billing	Bank fees/charges		30,000		30,000	20,000	20,000	20,000	15,000	
	Creative payment solutions		2,000		2,000	2,000	2,000	2,000	2,000	
	IonWave procurement bidding software		113		113	225	338	450	563	
	McCreary, Veselka, Bragg & Allen		400		400	400	400	400	400	
	TCN - Calling tree/text tree		1,225		1,225	1,225	1,225	1,225	1,225	
<b>Utility Fund Total</b>		<b>10,000</b>	<b>338,402</b>	<b>-</b>	<b>348,402</b>	<b>293,458</b>	<b>235,330</b>	<b>210,796</b>	<b>336,702</b>	<b>0</b>

**Solid Waste Fund Supplemental Funding**

Department	Supplemental Package	Fiscal Year 2022			Planning Years					
		One-Time Request Costs	Recurring Request Cost	Revenue / Off-Sets	Total Cost	FY 2023	FY 2024	FY 2025	FY 2026	FTEs
Solid Waste	Open top container - replacement for drop site		5,721		5,721		5,721		5,721	
	Quarterly preventative maintenance on 2 compactors		2,600		2,600	2,652	2,705	2,759	2,815	
	Safety supplies & PPE		150		150	150	150	150	150	
<b>Solid Waste Fund</b>		<b>-</b>	<b>8,471</b>	<b>-</b>	<b>8,471</b>	<b>2,802</b>	<b>8,576</b>	<b>2,909</b>	<b>8,686</b>	<b>0</b>

**Storm Drainage Fund Supplemental Funding**

Department	Supplemental Package	Fiscal Year 2022			Planning Years					
		One-Time Request Costs	Recurring Request Cost	Revenue / Off-Sets	Total Cost	FY 2023	FY 2024	FY 2025	FY 2026	FTEs
Storm Drainage Operations	Stormwater manhole covers		600		600	600	600	600	600	
	Storm Drainage Fund		600		600	600	600	600	600	
<b>Proposed Supplemental Total</b>		<b>170,066</b>	<b>1,123,369</b>	<b>62,500</b>	<b>1,230,935</b>	<b>1,123,236</b>	<b>1,077,240</b>	<b>1,047,981</b>	<b>1,197,871</b>	<b>0.5</b>



**Fiscal Year 2021-2022 Budget Proposed Discretionary Supplementals**

**Proposed General Fund Supplemental Funding Continued**

Department	Supplemental Package	Fiscal Year 2022				Planning Years				
		One-Time Request Costs	Recurring Request Cost	Revenue / Off-Sets	Total Cost	FY 2023	FY 2024	FY 2025	FY 2026	FTEs
Fire Department	2021-22 Full time Public Safety Analyst	3,500	78,497		81,997	79,848	83,320	85,243	88,879	1
	Outdoor warning siren software	4,185	2,745		6,930	2,745	2,745	2,745	2,745	
	Overtime relief firefighter		18,792		18,792	96,226	98,522	100,863	103,264	1
	PAR tag engraver	4,038			4,038					
	Replacement for Public Safety drones	21,828			21,828	5,457	5,457	5,457	5,457	
	SCBA PAK tracker	3,822			3,822					
Rec Programming	SO622 SCBA bottles	14,040			14,040	936	936	936	936	
	Staffing/equipment for station 4				-	1,907,639	1,447,789	2,842,717	7,47	
	Bullet proof vest	62,451			62,451	12,491	12,491	12,491	12,491	
	Vehicle for new administrative Officer	99,500			99,500	9,750	9,750	9,750	9,750	
	Beach ambassador cart				-	1,400	1,400	1,400	1,400	
	Generators		1,399		1,399	1,399	1,399	1,399	1,399	
Lakerefront concert series			10,000	7,000	3,000	10,000	10,000	10,000	10,000	
The Lakerefront radio station			1,080		1,080	1,080	1,080	1,080	1,080	
<b>General Fund Total</b>		<b>1,267,601</b>	<b>499,223</b>	<b>7,000</b>	<b>1,759,824</b>	<b>1,457,810</b>	<b>3,040,062</b>	<b>2,608,951</b>	<b>4,130,547</b>	<b>3.5</b>

**Special Revenue Funds Supplemental Funding**

Department	Supplemental Package	Fiscal Year 2022				Planning Years				
		One-Time Request Costs	Recurring Request Cost	Revenue / Off-Sets	Total Cost	FY 2023	FY 2024	FY 2025	FY 2026	FTEs
Public Works/Streets Development Svcs	New backhoe	55,000			55,000					
	Replacement for winter storm plants	150,000			150,000					
Hotel Occupancy Tax	Lakerefront concert series		25,000		25,000	50,000	50,000	50,000	50,000	
	Broadband study	50,000			50,000					
American Recovery Act Funds	Food voucher program		100,000		100,000	100,000				
	Water reuse project	800,000			800,000					
	Wireless connections at Frisco West PD Station	15,000			15,000					
CDC	Lakerefront grill and pavilion remodel	22,000			22,000					
	Little Elm Park beach shower replacement	11,600			11,600					
<b>Special Revenue Funds Total</b>		<b>1,103,600</b>	<b>125,000</b>	<b>-</b>	<b>1,228,600</b>	<b>150,000</b>	<b>50,000</b>	<b>50,000</b>	<b>50,000</b>	<b>0</b>

**Fiscal Year 2021-2022 Budget Proposed Discretionary Supplementals**

**Proposed Utility Fund Supplemental Funding**

Department	Supplemental Package	Fiscal Year 2022			Planning Years					
		One-Time Request Costs	Recurring Request Cost	Revenue / Off-Sets	Total Cost	FY 2023	FY 2024	FY 2025	FY 2026	FTEs
Water Operations	Dump trailer	10,000			10,000					
	Line locator	3,000			3,000					
	Utility systems Tech 1	26,000	63,739		89,739	65,333	68,737	70,898	74,662	1
	Replacement valves for cloth filters	3,400			3,400					
Waste Water Treatment	Skimmer actuators for cloth media filters	11,000			11,000					
	Treatment plant grounds maintenance		13,000		13,000	13,000	13,000	13,000	13,000	
Waste Water	Kings Crossing L.S. control panel improvement-2	11,000			11,000					
	Lakewood L.S. control panel improvement -3	11,000			11,000					
	Stardust L.S. control panel improvement-4	11,000			11,000					
	Sunset Pointe L.S. control panel and system improvement-1	12,000			12,000					
Utility Billing	Repeater antennas	6,400			6,400					
	ERP financial software	585,000			585,000	410,000	135,843	139,918	144,116	
Utility Administration		25,000			25,000					
	Mini dump truck									
<b>Utility Fund Total</b>		<b>714,800</b>	<b>76,739</b>	<b>-</b>	<b>791,539</b>	<b>488,333</b>	<b>217,580</b>	<b>223,816</b>	<b>231,778</b>	<b>1</b>

**Solid Waste Fund Supplemental Funding**

Department	Supplemental Package	Fiscal Year 2022			Planning Years					
		One-Time Request Costs	Recurring Request Cost	Revenue / Off-Sets	Total Cost	FY 2023	FY 2024	FY 2025	FY 2026	FTEs
Solid Waste Fund	New backhoe	55,000			55,000					
<b>Solid Waste Fund</b>		<b>55,000</b>	<b>-</b>	<b>-</b>	<b>55,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0</b>

**Storm Drainage Fund Supplemental Funding**

Department	Supplemental Package	Fiscal Year 2022			Planning Years					
		One-Time Request Costs	Recurring Request Cost	Revenue / Off-Sets	Total Cost	FY 2023	FY 2024	FY 2025	FY 2026	FTEs
Storm Drainage Operations	Cell phone for equipment Operator		576		576	576	576	576	576	
	Flood warning system Lakeshore Drive bridge	15,000			15,000					
	Mechanical broom street sweeping Contractor		5,900		5,900	5,900	11,800	11,800	11,800	
	New 3/4 ton truck - VERF	36,750			36,750	4,562	4,562	4,562	4,562	
Storm Drainage Operations	Outfall maintenance & gabion mattress installation		7,500		7,500	8,000	8,500	9,000	9,500	
	Lakefront Trail drainage work & concrete addition	35,300			35,300					
	Winter Operator training & Supervisor training		675		675	375	375	375	475	
<b>Storm Drainage Fund</b>		<b>87,050</b>	<b>14,651</b>	<b>-</b>	<b>101,701</b>	<b>19,413</b>	<b>25,813</b>	<b>26,313</b>	<b>26,913</b>	<b>0</b>
<b>Proposed Supplemental Total</b>		<b>3,228,051</b>	<b>715,613</b>	<b>7,000</b>	<b>3,936,664</b>	<b>2,115,556</b>	<b>3,333,455</b>	<b>2,909,080</b>	<b>4,439,238</b>	<b>4.5</b>

## CAPITAL IMPROVEMENT PROJECT PLANNING LIST

Street Projects										
Project Number	Project Description	Prior Years	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2027 - 2032 PLANNING YEARS	TOTAL PROJECT
50-01	King Road	3,238	-	5,997,750						6,000,988
50-07	Button Street	362,287	839,002							1,201,289
50-13	French Settlement/Dickson Lane Signal	2,035,359	42,340							2,077,699
	Contract Street Maintenance (Fund 715 & 112-50)	3,130,493	1,600,000	1,485,000	1,500,000	1,500,000	1,600,000	1,600,000	8,250,000	20,665,493
	2931 Connector (FM 720 to FM 2931 Ext.)								6,618,110	6,618,110
DEV	2931 Extension (4 Lane)								10,802,368	10,802,368
	Fishtrap								1,294,030	1,294,030
CNTY	Hill Lane									-
	North Oak Grove Parkway								1,501,966	1,501,966
	Gannon Road								2,394,079	2,394,079
	Woodrow Circle			515,000						515,000
50-15	Lakefront Parking Lot		3,572,058							3,572,058
10-04	Town Hall Parking Lot Expansion/Shade Structure	175,099								175,099
50-21	Lobo Lane Technology Park		1,814,900							1,814,900
<b>Subtotal Street Projects</b>		<b>5,706,477</b>	<b>7,868,300</b>	<b>7,997,750</b>	<b>1,500,000</b>	<b>1,500,000</b>	<b>1,600,000</b>	<b>1,600,000</b>	<b>30,860,553</b>	<b>58,633,080</b>

Traffic Projects										
Project Number	Project Description	Prior Years	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2027 - 2032 PLANNING YEARS	TOTAL PROJECT
50-04	Signalization Projects	343,679	3,000							346,679
50-16	US 380 Lighting		145,623							145,623
50-17	US 380 Plan Revisions		441,238							441,238
50-18	423 Traffic Signal		450,000							450,000
	Oakgrove Parkway North Lighting								1,000,000	1,000,000
DEV	HEB/720 Traffic Signals				500,000					500,000
<b>Subtotal Traffic Projects</b>		<b>343,679</b>	<b>1,039,861</b>	<b>-</b>	<b>500,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,000,000</b>	<b>2,883,540</b>

Park Projects										
Project Number	Project Description	Prior Years	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2027 - 2032 PLANNING YEARS	TOTAL PROJECT
55-04	Lakefront Trails	3,631,431								3,631,431
55-09	McCord Park Splash Pad	2,503,811								2,503,811
55-13	McCord Park Dog Park	1,914,684								1,914,684
	McCord Park Dog Park Playground Expansion								150,000	150,000
55-14	McCord Park Trail	11,303								11,303
55-10	Hartsbranch Trail	2,526,102	22,426							2,548,528
55-11	Brent Elementary Trail	469,825								469,825
55-16	Cottonwood Park Improvements (Lakefront Park)		400,000	4,750,000					17,600,000	22,750,000
	Little Elm Park Camping Plan								11,264,458	11,264,458
	Little Elm Park Bathroom Improvements									-
	Little Elm Park Kayak/Surf Structure			50,000						50,000
55-17	Little Elm Park Parking Expansion		540,000							540,000
	Little Elm Park Trash Management System			80,000						80,000
55-18	Little Elm Pedestrian Bridge		50,000	250,000						300,000
	Trails Regional Connections								1,000,000	1,000,000
55-19	The Lawn @ Lakefront	2,625,362								2,625,362
55-20	TxDOT Green Ribbon		120,000	3,180,000						3,300,000
	Doe Branch Park Improvements Master Plan			100,000						100,000
	Youth Softball Fields - Lakeside Middle			5,962,000						5,962,000
	Youth Baseball Field Improvements - Cottonwood Park			1,035,000						1,035,000
<b>Subtotal Park Projects</b>		<b>11,057,156</b>	<b>3,757,788</b>	<b>15,407,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>30,014,458</b>	<b>60,236,402</b>

Facility Projects										
Project Number	Project Description	Prior Years	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2027 - 2032 PLANNING YEARS	TOTAL PROJECT
55-15	Aquatics Center	19,857,931	4,346,314							24,204,245
50-19	Rec/Aquatic Center Electric Car Charging Station		77,026							77,026
58-03	Firestation Settlement	570,245								570,245
10-05	Multi-Use Center	2,837,947	1,680	75,000					2,000,000	4,914,627
10-04	Town Hall Remodel	14,147	1,200,000							1,214,147
10-04	Public Safety Buildouts	120,000	8,000							128,000
10-04	Marketing Department Buildouts	90,000	20,000							110,000
10-07	McCord Park Warning Siren		10,800							10,800
	Wayfinding Project		315,000	315,000						630,000
	Aquatic Center Expansion									-
	Police North-West Substation									-
	Fire Station # 4						7,000,000			7,000,000
<b>Subtotal Facility Projects</b>		<b>23,490,270</b>	<b>5,978,820</b>	<b>390,000</b>	<b>-</b>	<b>-</b>	<b>7,000,000</b>	<b>-</b>	<b>2,000,000</b>	<b>44,680,798</b>

Equipment Projects										
Project Number	Project Description	Prior Years	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2027 - 2032 PLANNING YEARS	TOTAL PROJECT
30-01	Public Safety Command Vehicle		600,000							600,000
	Radio Communications						2,250,000			2,250,000
	Fire Station # 4						3,425,000			3,425,000
<b>Subtotal Equipment Projects</b>		<b>-</b>	<b>600,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>5,675,000</b>	<b>-</b>	<b>-</b>	<b>6,275,000</b>

Drainage Projects										
Project Number	Project Description	Prior Years	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2027 - 2032 PLANNING YEARS	TOTAL PROJECT
	Wynfield Farms Outfalls					60,000				60,000
	Street Sweeping	14,266	12,228	18,128	18,128	24,028	24,028	24,028	120,140	254,974
62-02	Canyon Lake Retaining Walls	295,000								295,000
62-03	Crescent Lake Retaining Walls		285,000							285,000
	Shell Beach Drainage					75,000				75,000
	Sunrise Bay Drainage - sediment removal		85,000							85,000
55-12	Beach Drainage	16,000	170,000							186,000
62-01	McCord Park Trail Drainage	95,000	374,000							469,000
	Lakefront Trail Drainage			35,300						35,300
	Waterview Drive Repair		47,988							47,988
<b>Subtotal Drainage Projects</b>		<b>420,266</b>	<b>974,216</b>	<b>53,428</b>	<b>18,128</b>	<b>159,028</b>	<b>24,028</b>	<b>24,028</b>	<b>120,140</b>	<b>1,793,262</b>

Total Governmental Projects										
Prior Years	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2027 - 2032 PLANNING YEARS	TOTAL PROJECT		
<b>41,017,848</b>	<b>20,218,985</b>	<b>23,848,178</b>	<b>2,018,128</b>	<b>1,659,028</b>	<b>14,299,028</b>	<b>1,624,028</b>	<b>63,995,151</b>	<b>174,502,082</b>		

CAPITAL IMPROVEMENT PROJECT PLANNING LIST

Water Projects										
Project Number	Project Description	Prior Years	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2027 - 2032 PLANNING YEARS	TOTAL PROJECT
76-13	French Settlement	253,903								253,903
76-01	Meters	1,501,937								1,501,937
76-34	FM 423 Repaint/Mansell Tank/Pro	1,461,308								1,461,308
76-37	West Side Lift Station No. 2	679,350								679,350
76-41	Waste Water Treatment Plant	10,807,634								10,807,634
76-42	Service Center Expansion	2,021,495		1,322,500						3,343,995
61-08	Impact Fee Study			175,000						175,000
61-09	King Road Utility Work		598,495							598,495
61-10	West Side Water Pressure Study		97,500							97,500
61-11	West Side Interconnection Design/Agreements		33,000							33,000
	West Side Water Emergency Interconnect			390,910						390,910
	12-Inch Water Along West Eldorado Parkway					1,717,755				1,717,755
	Mansell Pump Station Improvements Phase II					1,649,209				1,649,209
61-15	Mansell 24-Inch Transmission Lines			370,000	2,463,835					2,833,835
	Mansell Tank Rehabilitation							2,000,000		2,000,000
	West Side Water Pressure Improvements					1,500,000				1,500,000
	Woodrow Circle Water			120,000						120,000
61-12	TX AWIA Resiliency Plan & Implementation		312,000							312,000
61-13	Retrofit Meter Vaults - Greenwood, Lobo, Main Street		119,400							119,400
61-14	Utility Asset Management Plan (Water)		150,000							150,000
	Cottonwood Park Expansion - water line extension			300,000						300,000
	SCADA Study			50,000						50,000
<b>Subtotal Water Projects</b>		<b>16,725,627</b>	<b>1,310,395</b>	<b>2,728,410</b>	<b>2,463,835</b>	<b>4,866,964</b>	<b>-</b>	<b>-</b>	<b>2,000,000</b>	<b>30,095,231</b>

Total Water Projects	Prior Years	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2027 - 2032 PLANNING YEARS	TOTAL PROJECT
		16,725,627	1,310,395	2,728,410	2,463,835	4,866,964	-	-	2,000,000

Wastewater Projects										
Project Number	Project Description	Prior Years	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2027 - 2032 PLANNING YEARS	TOTAL PROJECT
72-01	WWTP Lab Building Expansion		225,000							225,000
72-02	WWTP Step Screen			495,732						495,732
76-29	King Road Utility Work		149,624							149,624
72-04	WWTP UV Module Upgrade			900,000						900,000
	WWTP Fine Screen		201,561							201,561
	WWTP Lab Building Expansion			1,500,000						1,500,000
	WWTP Clarifier Rehabilitation/Increase Capacity			350,000	2,300,000					2,650,000
	WWTP Lift Station Upgrade					995,000	6,622,025			7,617,025
	I&I Evaluation - PACP and Cleaning								1,750,000	1,750,000
	Stardust Lift Station Rehabilitation								538,200	538,200
	Garza Lift Station								5,079,263	5,079,263
	Lakewood Lift Station Rehabilitation								538,200	538,200
	WWTP Generator Upgrades				1,308,125					1,308,125
72-05	McCord Park Brent Elementary Reuse Improvements	55,505	800,000							855,505
	Sunset Pointe Lift Station Improvements								650,325	650,325
	Woodrow Circle Sewer			165,000						165,000
	Repairs per I&I Evaluation (150k per year)				150,000	150,000	150,000		600,000	1,050,000
72-08	Hillside Beach Sewer		20,000							20,000
	I&I Evaluation - Smoke Testing & Metering			110,110						110,110
	WWTP Re-Rating Study and TPDES Permit Amendment								80,000	80,000
76-12	Cottonwood Manhole Rehabilitation	81,095	353,971							435,066
72-06	Utility Asset Management Plan (Wastewater)		150,000							150,000
72-07	Cottonwood Creek Improvements (Kings Crossing)		500,000							500,000
76-44	WWTP Filter System Upgrade		59,374							59,374
	Cottonwood Park Expansion - water line extension			300,000						300,000
	Impact Fee Study			175,000						175,000
	SCADA Study			50,000						50,000
<b>Subtotal Wastewater Projects</b>		<b>136,600</b>	<b>2,459,530</b>	<b>4,045,842</b>	<b>3,758,125</b>	<b>1,145,000</b>	<b>6,772,025</b>	<b>-</b>	<b>9,235,988</b>	<b>27,553,109</b>

Total Wastewater Projects	Prior Years	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2027 - 2032 PLANNING YEARS	TOTAL PROJECT
		136,600	1,900,156	3,520,842	3,758,125	1,145,000	6,772,025	-	9,235,988

Total All Projects	Prior Years	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2027 - 2032 PLANNING YEARS	TOTAL PROJECT
		57,880,076	23,429,535	30,097,430	8,240,088	7,670,992	21,071,053	1,624,028	75,231,138





## Town Council Meeting

**Date:** 09/07/2021  
**Agenda Item #:** 8. 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 **Ratifying the Property Tax Revenue Increase Reflected in the Annual Budget for the Fiscal Year 2021-2022; Beginning October 1, 2021 and Ending September 30, 2022.**

### DESCRIPTION:

Local Government Code Section 102.007, subsection (C) states that "Adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget.

**"A vote under this subsection is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate required by Chapter 26, Tax Code or other law."**

The proposed 2021-2022 budget will require raising more revenue from property taxes than in the previous year, and therefore requires a separate vote of the Town Council to ratify the property tax increase reflected in the budget.

This budget will raise more revenue from property taxes than last year's budget by an amount of \$2,248,357, which is 8.24 percent increase from last year's budget, and of that amount \$1,760,380 is tax revenue to be raised from new property added to the tax roll this year.

TOWN OF LITTLE ELM PROPOSED TAX RATE:		
Tax Rate	Adopted FY2020-2021	Proposed FY2021-2022
Property Tax Rate	\$0.649702	\$0.643948
No-New-Revenue Rate	\$0.657639	\$0.631493
No-New-Revenue M&O Rate	\$0.520000	\$0.524035
Voter Approval Tax Rate	\$0.649702	\$0.643948
Debt Rate (I&S Rate)	\$0.129702	\$0.119913

**BUDGET IMPACT:**

Reflected in the FY2021-2022 Town of Little Elm Budget.

**RECOMMENDED ACTION:**

Staff recommends ratification of the property tax increase reflected in the annual budget for FY 2021-2022.

---

**Attachments**

Notice of 2021 Tax Rate Proposed Tax Rate

# NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$0.643948 per \$100 valuation has been proposed by the governing body of TOWN OF LITTLE ELM.

PROPOSED TAX RATE	\$0.643948 per \$100
NO-NEW-REVENUE TAX RATE	\$0.631493 per \$100
VOTER-APPROVAL TAX RATE	\$0.643948 per \$100

The no-new-revenue tax rate is the tax rate for the 2021 tax year that will raise the same amount of property tax revenue for TOWN OF LITTLE ELM from the same properties in both the 2020 tax year and the 2021 tax year.

The voter-approval rate is the highest tax rate that TOWN OF LITTLE ELM may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that TOWN OF LITTLE ELM is proposing to increase property taxes for the 2021 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 7, 2021 AT 6:00PM AT Little Elm Town Hall, 100 West Eldorado Parkway, Little Elm, TX 75068.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, TOWN OF LITTLE ELM is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the TOWN OF LITTLE ELM at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

$$\text{Property tax amount} = (\text{tax rate}) \times (\text{taxable value of your property}) / 100$$

**FOR the proposal:**

**AGAINST the proposal:**

**PRESENT** and not voting:

**ABSENT:**

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by TOWN OF LITTLE ELM last year to the taxes proposed to be imposed on the average residence homestead by TOWN OF LITTLE ELM this year.

	2020	2021	Change
<b>Total tax rate (per \$100 of value)</b>	\$0.649702	\$0.643948	decrease of \$-0.005754, or -0.89%

<b>Average homestead taxable value</b>	\$293,403	\$312,978	increase of \$19,575, or 6.67%
<b>Tax on average homestead</b>	\$1,906.25	\$2,015.42	increase of \$109.17, or 5.73%
<b>Total tax levy on all properties</b>	\$27,291,447	\$29,539,804	increase of \$2,248,357, or 8.24%

---

**For assistance with tax calculations, please contact the tax assessor for TOWN OF LITTLE ELM at 214-975-0415.**



## Town Council Meeting

**Date:** 09/07/2021  
**Agenda Item #:** 8. C.  
**Department:** Finance  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Kelly Wilson, Chief Financial Officer

---

### AGENDA ITEM:

Present, Discuss, and Consider Action on **Ordinance No. 1632 Fixing the Tax Rate and Levy for the Town of Little Elm, Texas, for the Purpose of Paying the Current Expenses of the Town for the Fiscal Year ending September 30, 2022, and for the Further Purpose of Creating a Sinking Fund to Retire the Principle and Interest of the Bond Indebtedness of the City; Providing for a Lien on All Real and Personal Property to Secure Payment of Taxes Due Thereon; Containing a Severability Clause; Repealing All Ordinances and Parts Thereof in Conflict Herewith; and Providing for an Effective Date.**

### DESCRIPTION:

In accordance with the Texas Property Tax Code, "Truth in Taxation" laws of the State of Texas, require the Town to annually adopt an ordinance levying the tax rate for the ensuing fiscal year. The No-New-Revenue Tax Rate and Voter-Approval Tax Rate were calculated and published as required and updated on the Town's website. Since the Town is not proposing to exceed the voter-approval rate, the entity is required to vote to place a proposal for adoption of tax rate, publish notices and conduct a public hearing. Council has formally adopted the budget for FY 2021-2022 on September 7, 2021, in accordance with the Town's Charter.

The Town Council conducted the required tax rate public hearing on September 7, 2021. The Ad Valorem Tax Rate will generate revenues sufficient to meet the projected expenses and operations of the Town for FY 2021-2022.

S.B 1760, provides that IF the tax rate will exceed the no-new-revenue rate, the vote on the ordinance setting the tax rate must be a record vote and must be approved by at least 60 percent of the Town Council.

The attached ordinance sets the 2021 ad valorem tax rate at \$0.643948 cents per \$100 assess valuation, to be distributed as follows:

\$0.524035 for Maintenance and Operations  
\$0.119913 for Debt Service  
**\$0.643948 Total Tax Rate**

No-New-Revenue Tax Rate \$0.631493 per \$100

Voter Approval Tax Rate \$0.643948 per \$100

**BUDGET IMPACT:**

Provides the resources outlined in the FY 2021-2022 Town of Little Elm Budget.

**RECOMMENDED ACTION:**

Tax Code 26.05 the motions to adopt an ordinance setting a tax rate must **separately approve** the maintenance and operations component and the debt service component tax rate.

**“I move that the ad valorem tax rate of \$0.524035 on each \$100 of assessed valuation of taxable property for general Town purposes and to pay the current maintenance and operations expenses of the Town of Little Elm, for the fiscal year beginning October 1, 2021, and ending September 30, 2022, and to adopt this Ordinance, fixing and levying the same for a total tax of \$0.643948 on each \$100 of assessed valuation.”**

**“I move that the ad valorem tax rate of \$0.119913 on each \$100 of assessed valuation of taxable property for the purpose of creating an interest and sinking fund to pay the interest and principal of the valid and outstanding indebtedness, and related fees of the Town of Little Elm, for the fiscal year beginning October 1, 2021, and ending September 30, 2022, and to adopt this Ordinance, fixing and levying the same for a total tax of \$0.643948 on each \$100 of assessed valuation.”**

---

**Attachments**

Ordinance No. 1632 2021 Tax Rate

**ORDINANCE NO. 1632**

AN ORDINANCE FIXING THE TAX RATE AND LEVY FOR THE TOWN OF LITTLE ELM, TEXAS, FOR THE PURPOSE OF PAYING THE CURRENT EXPENSES OF THE TOWN FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022, AND FOR THE FURTHER PURPOSE OF CREATING A SINKING FUND TO RETIRE THE PRINCIPAL AND INTEREST OF THE BOND INDEBTEDNESS OF THE TOWN; PROVIDING FOR A LIEN ON ALL REAL AND PERSONAL PROPERTY TO SECURE PAYMENT OF TAXES DUE THEREON; CONTAINING A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES AND PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

---

**WHEREAS**, the Town Council of Little Elm, Texas has on this date, by way of separate Ordinance, duly approved and adopted a Budget for the operation for the Town for fiscal year 2021-2022 (FY 2021-2022); and

**WHEREAS**, the aforesaid Ordinance anticipates and requires the levy of an *ad valorem* tax on all taxable property in the Town of Little Elm; and

**WHEREAS**, the Chief Appraiser of Denton County Tax Appraisal District has prepared and certified the appraisal roll for the Town of Little Elm, Texas, that roll being that portion of the approved appraisal roll of the Denton County Tax Appraisal District which lists property taxable by the Town of Little Elm, Texas; and

**WHEREAS**, it is necessary to levy such an *ad valorem* tax at a given rate to generate revenues sufficient to meet the projected expenses of the Town for FY 2021-2022; and

**WHEREAS**, the Town has fully and timely complied with all notice and other requirements relative to the adoption of a tax rate for FY 2021-2022.

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

**Section 1.** There is hereby levied for the FY 2021-2022 upon all real property situated within the corporate limits of the Town of Little Elm, Texas, and upon all personal property which was owned within the corporate limits of the Town of Little Elm, Texas, on January 1, 2021, except so much thereof as may be exempt by the Constitution or laws of the State of Texas, a total tax of \$0.643948 on each \$100 of assessed valuation on all taxable property, which total tax herein so levied shall consist and be comprised of the following components:

- a) An *ad valorem* tax rate of \$0.524035 on each \$100 of assessed valuation of all taxable property is hereby levied for general Town purposes and to pay the current operating expenses of the Town of Little Elm, Texas, for the fiscal year

ending September 30, 2022, which tax, when collected shall be appropriated to and for the credit of the General Fund of the Town of Little Elm, Texas.

**b)** An *ad valorem* tax rate of \$0.119913 on each \$100 of assessed valuation of taxable property is hereby levied for the purpose of creating an Interest and Sinking Fund with which to pay the interest and principal of the valid bonded indebtedness, and related fees of the Town of Little Elm, now outstanding and such tax, when collected, shall be appropriated and deposited in and to the credit of the General Debt Service Fund of the Town of Little Elm, Texas, for the fiscal year ending September 30, 2022.

**Section 2.** The Town of Little Elm shall have lien on all taxable property located in the Town of Little Elm to secure the payment of taxes, penalty, and interest, and all costs of collection, assessed and levied hereby.

**Section 3.** Taxes are payable in Little Elm, Texas at the Office of the Tax Assessor Collector of Denton County. The Town shall have available all the rights and remedies provided by law for the enforcement of the collection of taxes levied under this Ordinance.

**Section 4.** The tax roll presented to the Town Council, together with any supplements thereto, are hereby accepted and approved.

**Section 5.** 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.

**Section 6.** This ordinance shall be in full force and effect from and after its adoption by the Town Council and publication of its caption as the law and the Town Charter provide in such cases.

**Section 7.** All other ordinances and Code provisions in conflict herewith are hereby repealed, but only to the extent of any such conflict or inconsistency and all other provisions of the Little Elm Town Code not in conflict herewith shall remain in full force and effect.

**Section 8.** The repeal of any ordinance or parts thereof by the enactment of this Ordinance, shall not be construed as abandoning any action now pending under or by virtue of such ordinance; nor shall it have the effect of discontinuing, abating, modifying or altering any penalty accruing or to accrue, nor as affecting any rights of the Town under any section or provision of any ordinances at the time of passage of this Ordinance.

**Section 6.** The Town Council of the Town of Little Elm, Texas met in a public meeting on September 7, 2021, and adopted this ordinance with a majority vote as follows:

Mayor Curtis J. Cornelious	YEA ___	NAY ___	ABSTAIN ___	ABSENT ___
Mayor Pro Tem Neil Blais	YEA ___	NAY ___	ABSTAIN ___	ABSENT ___
Council Member Tony Singh	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 ___

**THE TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEARS TAX RATE.**

**THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.50 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$4.05.**

The Town's website shall reflect the foregoing statements, pursuant to applicable provisions of the Texas Tax Code, as amended.

READ and ADOPTED on the 7th day of September 2021.

APPROVED:

\_\_\_\_\_  
Curtis J Cornelious, Mayor

ATTEST:

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