



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

**Tuesday, September 21, 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  - C. Items to be Withdrawn from Consent Agenda.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 17-23, 2021 as Constitution Week.**

- B. Present the **Annual Achievement of Excellence in Procurement Award for 2021 from the National Procurement Institute, Inc. (NPI).**
  - C. Present a **Donation of a Police Bicycle to the Little Elm Police Department.**
3. **Workshop.**
- A. Present and Discuss the **Charter Review Committee.**
  - B. Present and Discuss the **Polco Resident Survey.**
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 September 7, 2021, Regular Town Council Meeting.**
  - B. Consider Action to Approve **Proposed Text Amendments to Chapter 26 (Businesses and Business Regulations) by Amending Article IV, Division 1, Section 26-91 (Definitions) and Adding Section 26-128 (Food Trucks) under Division 3, in Order to Establish Requirements and Regulations for Food Truck Operations Within the Town.**
  - C. Consider Action to Approve a **Boundary Adjustment with the Town of Little Elm and Providence Village.**
  - D. Consider Action to Approve **Resolution No. 0921202102 Nominating David Terre for the Denton Central Appraisal District Board of Directors.**
  - E. Consider Action to Approve **Resolution No. 0921202103 Consent for Utility and Road Bonds for Highway US 380 MMD.**

- F. Consider Action to Approve an **Amendment to the Interlocal Cooperation Agreement Between Collin County Teen Court and the Town of Little Elm.**
- G. Consider Action to Approve an **Interlocal Cooperation Agreement for Property Assessment and Collections Between the Town and Denton County Tax Assessor's Office for the Public Improvement District Spiritas Ranch.**
- H. Consider Action to Approve an **Interlocal Cooperation Agreement for Property Assessment and Collections Between the Town and Denton County Tax Assessor's Office for the Public Improvement District Rudman Tract.**
- I. Consider Action to Approve an **Interlocal Cooperation Agreement for Property Assessment and Collections Between the Town and Denton County Tax Assessor's Office for the Public Improvement District Valencia.**
- J. Consider Action to Approve an **Interlocal Cooperation Agreement for Property Assessment and Collections Between the Town and Denton County Tax Assessor's Office for the Public Improvement District Hillstone Pointe No. 2.**
- K. Consider Action to Approve an **Interlocal Cooperation Agreement for Property Assessment and Collections Between the Town and Denton County Tax Assessor's Office for the Public Improvement District Lakeside Estates No. 2.**
- L. Consider Action to Approve the **Performance Agreement Between Tiff's Treats, Dallas II, LLC and Little Elm EDC.**
- M. Consider Action to Approve the **Final Acceptance of the McCord Trail Repair Project.**

7. **Public Hearings.**

- A. Hold a Public Hearing, Present, Discuss, and Consider Action on **Resolution No. 0921202104 Authorizing Submission of the Grant Application and Designating the Town Manager as the Authorized Representative in Matters Related to the Texas Parks & Wildlife Department Outdoor Recreation Grant Application for Cottonwood Park Phase 2.**

**Open Public Hearing:**

**Receive Public Comments:**

**Close Public Hearing:**

**Take Action on Resolution No. 0921202104:**

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

- A. Present, Discuss and Consider Action on **Resolution No. 0921202101 Setting a Public Hearing on October 19, 2021 for the Creation of the Spiritas Ranch East Public Improvement District in Accordance with Chapter 372 of the Texas Local Government Code.**

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 Secretary Evaluation
  - Town Judge Evaluation
  - Town Prosecutor 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 Secretary Evaluation
  - Town Judge Evaluation
  - Town Prosecutor 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 16th day of September 2021 before 5:00 p.m.**



**Date:** 09/21/2021  
**Agenda Item #:** 2. A.  
**Department:** Administrative Services  
**Strategic Goal:** Ensure strong relationship within the community and region  
**Staff Contact:** Kate Graham, Assistant to the Town Manager

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**AGENDA ITEM:**

Present a **Proclamation Declaring September 17-23, 2021 as Constitution Week.**

**DESCRIPTION:**

Mayor Cornelious will present a proclamation to the Preston Ridge Chapter of the National Society of the Daughters of the American Revolution for Constitution Week 2021.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Information only, no action required.

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**Attachments**

Constitution Week Proclamation



# *Proclamation*

**WHEREAS:** September 17, 2021, marks the two hundred and thirty-fourth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

**WHEREAS:** It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

**WHEREAS:** Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE, we declare the week of **September 17 through 23 as CONSTITUTION WEEK** and ask our citizens to reaffirm the ideals the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

Given under my hand and Seal of the Town of Little Elm, Texas, this 21st day of September, 2021.

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Curtis J. Cornelious, Mayor of Little Elm



**Date:** 09/21/2021  
**Agenda Item #:** 2. B.  
**Department:** Administrative Services  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Kate Graham, Assistant to the Town Manager

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**AGENDA ITEM:**

Present the **Annual Achievement of Excellence in Procurement Award for 2021** from the **National Procurement Institute, Inc. (NPI)**.

**DESCRIPTION:**

For the seventh consecutive year, the Town of Little Elm has been awarded the prestigious 26th Annual Achievement of Excellence in Procurement® (AEP) for 2021 from the National Procurement Institute, Inc. (NPI). The AEP Award is earned by public and non-profit agencies that demonstrate commitment to procurement excellence. This annual program recognizes procurement organizations that embrace Innovation, Professionalism, Productivity, Leadership and e-Procurement. The Town is one of only 45 agencies in Texas and one of only 64 cities in the United States and Canada to receive this award. This award could not have been possible without the outstanding effort by our Purchasing Manager, Rebecca Hunter, and Purchasing Technician, Cindy Alonzo.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Information only, no action required.

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**Date:** 09/21/2021  
**Agenda Item #:** 2. C.  
**Department:** Administrative Services  
**Strategic Goal:** Ensure strong relationship within the community and region  
**Staff Contact:** Rodney Harrison, Police Chief

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**AGENDA ITEM:**

Present a **Donation of a Police Bicycle to the Little Elm Police Department.**

**DESCRIPTION:**

Joel Hoebeck, a member of the Shawnee Trail Cycling Club of Frisco, will be present to donate a police bicycle to LEPD.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Information only, no action required.

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**Date:** 09/21/2021  
**Agenda Item #:** 3. A.  
**Department:** Administrative Services  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Caitlan Biggs, Director of Administrative Services/Town Secretary

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**AGENDA ITEM:**

Present and Discuss the **Charter Review Committee**.

**DESCRIPTION:**

According to Section 15.02 of the Town's Charter, a Charter Review Committee shall be established and appointed by Town Council at least every two (2) years from the date that the prior Charter Review Committee concluded its operations. Additionally, this committee shall be composed of not fewer than seven (7) residents of the Town.

The most recent Charter Review Committee concluded its operations on November 5, 2019, with its recommendations to Town Council for the May 2020 election. This election was canceled due to both at-large positions being unopposed. Therefore, the charter amendments were moved to the May 2021 election.

It is important to note that, according to Article XI Section 5 of the Texas Constitution, no city charter shall be altered, amended, or repealed oftener than every two years. Since the charter amendments were voted on in May 2021, charter amendments cannot be brought forward again to the voters until May 2023.

Staff will be bringing forward an item on the October 19, 2021 agenda for Town Council to appoint this committee.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Information only, no action required.

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**Date:** 09/21/2021  
**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

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**AGENDA ITEM:**

Present and Discuss the **Polco Resident Survey**.

**DESCRIPTION:**

The Town of Little Elm contracted with Polco, an online community engagement polling platform, to conduct a resident satisfaction survey during the spring of 2021. A sample size of 2,700 households was identified throughout the Town to participate in this survey. Residents received their survey notifications via mail in early March and had until April 7, 2021 to complete the survey. Residents who are not selected to participate were able to complete the survey through a link published on our social media sites in late March. A representative of Polco will be in attendance to present an overview of the survey results.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Information only, no action required.

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**Attachments**

National Community Survey



# **Little Elm, TX**

## **The National Community Survey**

Report of Results  
2021

**Report by:**



**Visit us online!**  
[www.polco.us](http://www.polco.us)

## About The NCS™

The National Community Survey™ (The NCS™) report is about the “livability” of Little Elm. A livable community is a place that is not simply habitable, but that is desirable. It is not only where people do live, but where they want to live. The survey was developed by the experts at Polco’s National Research Center.

Great communities are partnerships of the government, private sector, community-based organizations and residents, all geographically connected. The NCS captures residents’ opinions considering ten central facets of a community:

- Economy
- Mobility
- Community Design
- Utilities
- Safety
- Natural Environment
- Parks and Recreation
- Health and Wellness
- Education, Arts, and Culture
- Inclusivity and Engagement

The report provides the opinions of a representative sample of 329 residents of the Town of Little Elm collected from February 17, 2021 to April 14, 2021. The margin of error around any reported percentage is 5% for all respondents and the response rate for the 2021 survey was 12%. Survey results were weighted so that the demographic profile of respondents was representative of the demographic profile of adults in Little Elm.



## How the results are reported

For the most part, the percentages presented in the following tabs represent the “percent positive.” Most commonly, the percent positive is the combination of the top two most positive response options (i.e., excellent/good, very safe/somewhat safe, etc.). On many of the questions in the survey respondents may answer “don’t know.” The proportion of respondents giving this reply is shown in the full set of responses included in the tab “Complete data.” However, these responses have been removed from the analyses presented in most of the tabs. In other words, the tables and graphs display the responses from respondents who had an opinion about a specific item.

## Comparisons to benchmarks

NRC’s database of comparative resident opinion is comprised of resident perspectives gathered in surveys from over 600 communities whose residents evaluated the same kinds of topics on The National Community Survey. The comparison evaluations are from the most recent survey completed in each community in the last five years. NRC adds the latest results quickly upon survey completion, keeping the benchmark data fresh and relevant. The communities in the database represent a wide geographic and population range. In each tab, Little Elm’s results are noted as being “higher” than the benchmark, “lower” than the benchmark, or “similar” to the benchmark, meaning that the average rating given by Little Elm residents is statistically similar to or different (greater or lesser) than the benchmark. Being rated as “higher” or “lower” than the benchmark means that Little Elm’s average rating for a particular item was more than 10 points different than the benchmark. If a rating was “much higher” or “much lower,” then Little Elm’s average rating was more than 20 points different when compared to the benchmark.

The survey was administered during the COVID-19 pandemic, a time of challenge for many local governments. While we provide comparisons to national benchmarks, it is important to note that much of the benchmark data was collected prior to the pandemic. This may impact how your Town’s 2021 ratings compare to other communities’ ratings from the past five years.

## Methods

### Selecting survey recipients

All households within the Town of Little Elm were eligible to participate in the survey. A list of all households within the zip codes serving Little Elm was purchased from Go-Dog Direct based on updated listings from the United States Postal Service. Since some of the zip codes that serve the Town of Little Elm households may also serve addresses that lie outside of the community, the exact geographic location of each housing unit was compared to community boundaries using the most current municipal boundary file. Addresses located outside of the Town of Little Elm boundaries were removed from the list of potential households to survey. Each address identified as being within town boundaries was further identified as being within one of the seven districts. From that list, addresses were randomly selected as survey recipients, with multi-family housing units (defined as those with a unit number) sampled at a rate of 5:3 compared to single family housing units.

An individual within each household was selected using the birthday method. The birthday method selects a person within the household by asking the “person whose birthday has most recently passed” to complete the questionnaire. The underlying assumption in this method is that day of birth has no relationship to the way people respond to surveys. This instruction was contained in the introduction of the survey.

### Conducting the survey

The 2,700 randomly selected households received mailings beginning on February 17, 2021 and the survey remained open for eight weeks. For 1,500 households, the first mailing was a postcard inviting the household to participate in the survey. The next mailing contained a cover letter with instructions, the survey questionnaire, and a postage-paid return envelope. The final mailing contained a reminder letter, another survey, and a postage-paid return envelope. For the remaining 1,200 households, the first mailing was a postcard inviting the household to participate, followed one week later by a reminder postcard. All mailings included a web link to give residents the opportunity to respond to the survey online. All follow-up mailings asked those who had not completed the survey to do so and those who had already done so to refrain from completing the survey again.

The survey was available in English and Spanish. All mailings contained paragraphs in English and Spanish instructing participants on how to complete the survey in their preferred language.

About 2% of the 2,700 mailed invitations or surveys were returned because the household address was vacant or the postal service was unable to deliver the survey as addressed. Of the remaining 2,658 households that received the invitations to participate, 329 completed the survey, providing an overall response rate of 12%. The response rates was calculated using AAPOR’s response rate #2\* for mailed surveys of unnamed persons.

It is customary to describe the precision of estimates made from surveys by a “level of confidence” and accompanying “confidence interval” (or margin of error). A traditional level of confidence, and the one used here, is 95%. The 95% confidence interval can be any size and quantifies the sampling error or imprecision of the survey results because some residents’ opinions are relied on to estimate all residents’ opinions. The margin of error for the Town of Little Elm survey is no greater than plus or minus five percentage points around any given percent reported for all respondents (329 completed surveys).

In addition to the randomly selected “probability sample” of households, a link to an online open participation survey was publicized by the Town of Little Elm. The open participation survey was identical to the probability sample survey with two small updates; it included a map at the beginning asking where the respondent lives and a question about where they heard about the survey. The open participation survey was open to all town residents and became available on March 31, 2021. The survey remained open for two weeks. The data presented in the following tabs exclude the open participation survey data, but a tab at the end provides the complete frequency of responses to questions by the open participation respondents.

## Analyzing the data

Responses from mailed surveys were entered into an electronic dataset using a “key and verify” method, where all responses are entered twice and compared to each other. Any discrepancies were resolved in comparison to the original survey form. Range checks as well as other forms of quality control were also performed. Responses from surveys completed on Polco were downloaded and merged with the mailed survey responses.

The demographics of the survey respondents were compared to those found in the 2010 Census and 2017 American Community Survey estimates for adults in the Town of Little Elm. The primary objective of weighting survey data is to make the survey respondents reflective of the larger population of the community. The characteristics used for weighting were age, sex, race, Hispanic origin, housing type, housing tenure, and area. No adjustments were made for design effects. Weights were calculated using an iterative, multiplicative raking model known as the ANES Weighting Algorithm.\* The results of the weighting scheme for the probability sample are presented in the following table.

NRC aligns demographic labels with those used by the U.S. Census for reporting purposes, when possible. Some categories (e.g., age, race/Hispanic origin, housing type, and length of residency) are combined into smaller subgroups.

		Unweighted	Weighted	Target*
Age	18-34	11%	31%	34%
	35-54	42%	48%	47%
	55+	47%	21%	20%
Area	District 1	3%	2%	2%
	District 2	29%	17%	18%
	District 3	25%	29%	28%
	District 4	26%	29%	28%
	District 5	4%	9%	9%
	District 6	10%	7%	7%
	District 7	3%	8%	8%
Hispanic origin	No, not Spanish, Hispanic, or Latino	84%	78%	78%
	Spanish, Hispanic, or Latino	16%	22%	22%
Housing tenure	Own	87%	75%	75%
	Rent	13%	25%	25%
Housing type	Attached	8%	8%	8%
	Detached	92%	92%	92%
race	Not white	26%	32%	32%
	White alone	74%	68%	68%
Race & Hispanic origin	Not white alone	38%	46%	46%
	White alone, not Hispanic or Latino	62%	54%	54%
Sex	Female	55%	53%	51%
	Male	45%	47%	49%
Sex/age	Female 18-34	8%	16%	16%
	Female 35-54	22%	25%	24%
	Female 55+	25%	12%	11%
	Male 18-34	3%	15%	18%
	Male 35-54	21%	24%	23%
	Male 55+	21%	9%	8%

The survey datasets were analyzed using all or some of a combination of the Statistical Package for the Social Sciences (SPSS), R, Python, and Tableau. For the most part, the percentages presented in the reports represent the “percent positive.” The percent positive is the combination of the top two most positive response options (i.e., excellent/good, very safe/somewhat safe, essential/very important, etc.), or, in the case of resident behaviors/participation, the percent positive represents the proportion of respondents indicating “yes” or participating in an activity at least once a month.

On many of the questions in the survey respondents may answer “don’t know.” The proportion of respondents giving this reply is shown in the full set of responses included in the tab “Complete data”. However, these responses have been removed from the analyses presented in the reports. In other words, the tables and graphs display the responses from respondents who had an opinion about a specific item.

## Contact

The Town of Little Elm funded this research. Please contact Caitlan Biggs of the Town of Little Elm at [cbiggs@littleelm.org](mailto:cbiggs@littleelm.org) if you have any questions about the survey.

## Survey Validity

See the Polco Knowledge Base article on survey validity at <https://info.polco.us/knowledge/statistical-vali>

\* See AAPOR’s Standard Definitions for more information at

<https://www.aapor.org/Publications-Media/AAPOR-Journals/Standard-Definitions.aspx>

\* Pasek, J. (2010). ANES Weighting Algorithm. Retrieved from

<https://web.stanford.edu/group/iriss/cgi-bin/anesrake/resources/RakingDescription.pdf>

\* Targets come from the 2010 Census and 2017 American Community Survey

## Highlights

### **Residents enjoy a high quality of life in Little Elm and give strong marks to the community.**

At least 8 in 10 survey respondents gave excellent or good ratings to the overall quality of life in Little Elm and 9 in 10 rated the town positively as a place to live. Over 90% of the residents surveyed reported that they would recommend living in Little Elm to someone who asks while 78% said they plan to remain in the town for the next five years. Similarly, more than three-quarters of respondents also gave excellent or good marks to the overall image or reputation of Little Elm. These ratings were all on par with ratings given in other communities across the nation.

### **Little Elm's economic health is an important priority to residents.**

When asked which areas of community livability the Town of Little Elm should focus on in the coming two years, the town's economic health received the most votes with more than 9 in 10 residents rating it as essential or important. The town's overall economic health performed similarly well, with 81% of community members rating it as excellent or good, a score that is on par with the nation. Around three-quarters of residents gave excellent or good marks to the town as a place to visit, a place to work, the vibrancy of the Lakefront District, and the overall quality of business and service establishments in Little Elm; scores that were similar to the national benchmarks. The cost of living in Little Elm performed exceptionally well and higher than the national average, with 62% of survey respondents stating it is excellent or good. Conversely, shopping opportunities received positive marks from only 37% of residents and fell below the national benchmark.

Additionally, 45% of residents in Little Elm believed the economy would have a positive impact on their income in the six months following the survey. The percentage of residents feeling positive about their economic future was higher than the national benchmark, highlighting an interesting comparison to the national averages in the face of the COVID-19 pandemic.

### **Education, arts, and culture is an area of opportunity for Little Elm.**

When asked about items relating to education, arts, and culture, Little Elm residents indicated areas of opportunity in the community. About 70% of residents indicated public library services were excellent or good, scoring it below the national benchmark. Additionally, less than half of residents gave positive marks to overall opportunities for education, arts, and culture, opportunities to attend cultural/arts/music activities, and adult educational opportunities. All of the aforementioned items scored below the national benchmarks. Community support for the arts received similar low marks with 47% of community members rating it as excellent or good.

### **Little Elm residents appreciate the design of the community.**

Facets of community design received consistently high marks in Little Elm compared to the national averages. Residents gave excellent or good scores to the overall quality of new development in Little Elm (73%), well-planned residential growth (67%), variety of housing options (65%), and availability of affordable quality housing (62%). All items scored higher than the national benchmarks.

## Facets of livability

Resident perceptions of quality and importance for each of the facets of community livability provide an overview of community strengths and challenges that are useful for planning, budgeting and performance evaluation. The charts below show the proportion of residents who rated the community facets positively for quality and the priority (importance) placed on each. Also displayed is whether local ratings were lower, similar, or higher than communities across the country (the national benchmark).

**Please rate each of the following characteristics as they relate to Little Elm as a whole.**  
(% excellent or good)

		vs. benchmark*
Overall economic health of Little Elm	81%	Similar
Overall quality of the transportation system (auto, bicycle, foot) in Little Elm	61%	Similar
Overall design or layout of Little Elm's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	73%	Similar
Overall quality of the utility infrastructure in Little Elm (water, sewer, storm water)	76%	Similar
Overall feeling of safety in Little Elm	86%	Similar
Overall quality of natural environment in Little Elm	87%	Similar
Overall quality of parks and recreation opportunities	85%	Similar
Overall health and wellness opportunities in Little Elm	77%	Similar
Overall opportunities for education, culture, and the arts	49%	Lower
Residents' connection and engagement with their community	62%	Similar

**Please rate how important, if at all, you think it is for the Little Elm community to focus on each of the following in the coming two years.**  
(% essential or very important)

Overall economic health of Little Elm	95%	Similar
Overall quality of the transportation system (auto, bicycle, foot) in Little Elm	81%	Similar
Overall design or layout of Little Elm's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	84%	Similar
Overall quality of the utility infrastructure in Little Elm (water, sewer, storm water)	95%	Higher
Overall feeling of safety in Little Elm	92%	Similar
Overall quality of natural environment in Little Elm	91%	Higher
Overall quality of parks and recreation opportunities	88%	Higher
Overall health and wellness opportunities in Little Elm	73%	Similar
Overall opportunities for education, culture, and the arts	75%	Similar
Residents' connection and engagement with their community	75%	Similar

\*Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

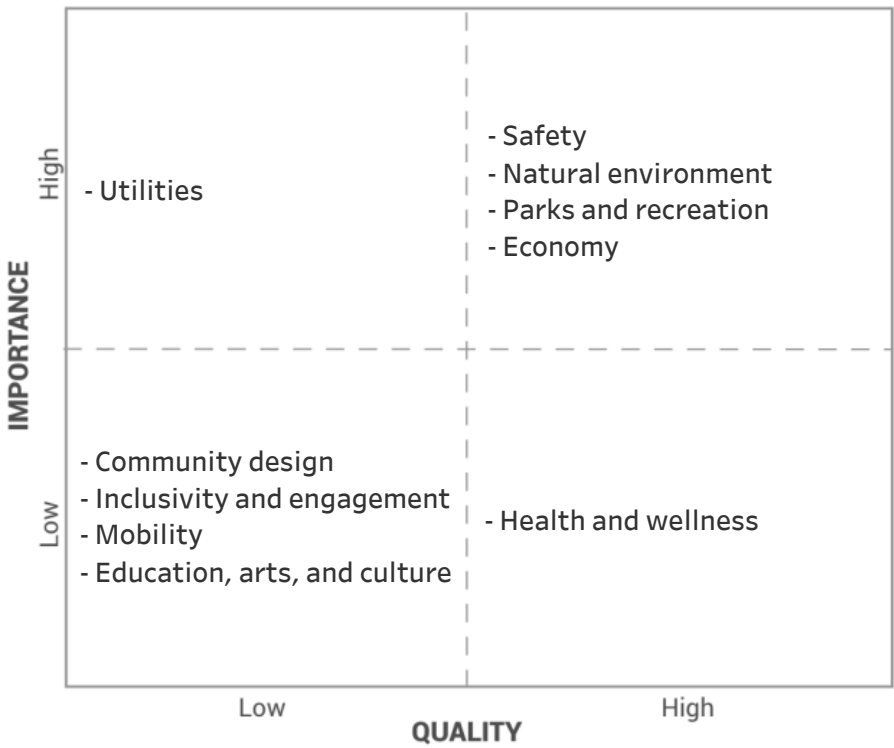
Balancing performance and importance

Every jurisdiction must balance limited resources while meeting resident needs and striving to optimize community livability. To this end, it is helpful to know what aspects of the community are most important to residents and which they perceive as being of higher or lower quality. It is especially helpful to know when a facet of livability is considered of high importance but rated as lower quality, as this should be a top priority to address.

To help guide City staff and officials with decisions on future resource allocation, resident ratings of the importance of services were compared to their ratings of the quality of these services. To identify the services perceived by residents to have relatively lower quality at the same time as relatively higher importance, all services were ranked from highest perceived quality to lowest perceived quality and from highest perceived importance to lowest perceived importance. Some services were in the top half of both lists (higher quality and higher importance); some were in the top half of one list but the bottom half of the other (higher quality and lower importance or lower quality and higher importance); and some services were in the bottom half of both lists.

Services receiving quality ratings of excellent or good by 76% or more of respondents were considered of “higher quality” and those with ratings lower than 76% were considered to be of “lower quality.” Services were classified as “more important” if they were rated as essential or very important by 86% or more of respondents. Services were rated as “less important” if they received a rating of less than 86%. This classification uses the median ratings for quality and importance to divide the services in half.

The quadrants in the figure below show which community facets were given higher or lower importance ratings (up-down) and which had higher or lower quality ratings (right-left). Services categorized as higher in importance and lower in quality may warrant further investigation to see if changes to their delivery are necessary.

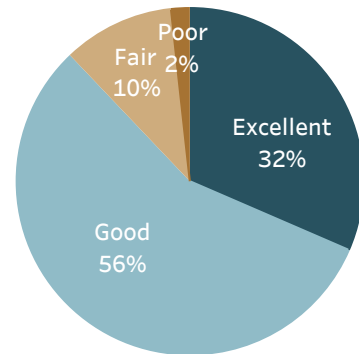




## Quality of life

Measuring community livability starts with assessing the quality of life of those who live there, and ensuring that the community is attractive, accessible, and welcoming to all.

The overall quality of life in Little Elm



Please rate each of the following aspects of quality of life in Little Elm.  
(% excellent or good)

		vs. benchmark*
Little Elm as a place to live	94%	Similar
The overall quality of life in Little Elm	88%	Similar

Please indicate how likely or unlikely you are to do each of the following.  
(% very or somewhat likely)

Recommend living in Little Elm to someone who asks	93%	Similar
Remain in Little Elm for the next five years	78%	Similar

Please rate each of the following in the Little Elm community.  
(% excellent or good)

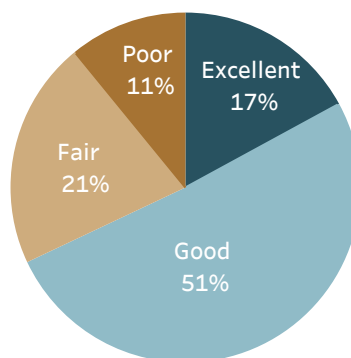
Overall image or reputation of Little Elm	78%	Similar
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\* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

## Governance

Strong local governments produce results that meet the needs of residents while making the best use of available resources, and are responsive to the present and future needs of the community as a whole.

Overall confidence in Little Elm government



**Please rate the quality of each of the following services in Little Elm.**  
(% excellent or good)

		vs. benchmark*
Overall customer service by Little Elm employees (police, receptionists, planners, etc.)	81%	Similar
Public information services	77%	Similar

**Please rate the following categories of Little Elm government performance.**  
(% excellent or good)

The overall direction that Little Elm is taking	77%	Higher
Treating residents with respect	73%	Similar
Generally acting in the best interest of the community	72%	Higher
Treating all residents fairly	71%	Similar
Being honest	70%	Similar
Overall confidence in Little Elm government	69%	Similar
Being open and transparent to the public	66%	Similar
Informing residents about issues facing the community	64%	Similar
The value of services for the taxes paid to Little Elm	62%	Similar
The job Little Elm government does at welcoming resident involvement	55%	Similar

**Overall, how would you rate the quality of the services provided by each of the following?**  
(% excellent or good)

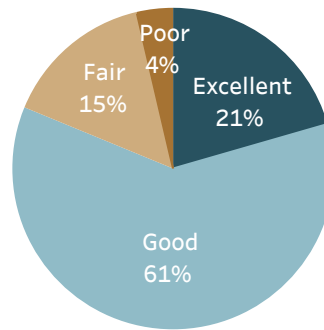
The Town of Little Elm	83%	Similar
The Federal Government	49%	Similar

\*Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

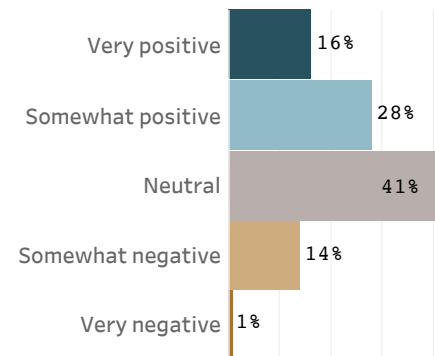
## Economy

Local governments work together with private and nonprofit businesses, and with the community at large, to foster sustainable growth, create jobs, and promote a thriving local economy.

Overall economic health of Little Elm



What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:



Please rate each of the following aspects of quality of life in Little Elm.  
(% excellent or good)

		vs. benchmark*
Little Elm as a place to visit	73%	Similar
Little Elm as a place to work	63%	Similar

Please rate each of the following characteristics as they relate to Little Elm as a whole.  
(% excellent or good)

Overall economic health of Little Elm	81%	Similar
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Please rate each of the following in the Little Elm community.  
(% excellent or good)

Vibrancy of Lakefront District	75%	Higher
Overall quality of business and service establishments in Little Elm	74%	Similar
Cost of living in Little Elm	62%	Higher
Variety of business and service establishments in Little Elm	56%	Similar
Employment opportunities	43%	Similar
Shopping opportunities	37%	Lower

Please rate the quality of each of the following services in Little Elm.  
(% excellent or good)

Economic development	69%	Similar
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What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:  
(% very or somewhat positive)

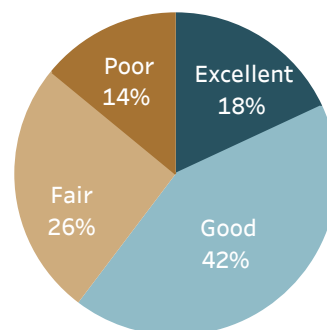
What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:	45%	Higher
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\* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

## Mobility

The ease with which residents can move about their communities, whether for commuting, leisure, or recreation, plays a major role in the quality of life for all who live, work, and play in the community.

Overall quality of the transportation system in Little Elm



Please rate each of the following characteristics as they relate to Little Elm as a whole.  
(% excellent or good)

		vs. benchmark*
Overall quality of the transportation system (auto, bicycle, foot) in Little Elm	61%	Similar

Please also rate each of the following in the Little Elm community.  
(% excellent or good)

Ease of public parking	79%	Higher
Ease of travel by car in Little Elm	75%	Similar
Ease of walking in Little Elm	73%	Similar
Ease of travel by bicycle in Little Elm	60%	Similar
Traffic flow on major streets	55%	Similar

Please indicate whether or not you have done each of the following in the last 12 months.  
(% yes)

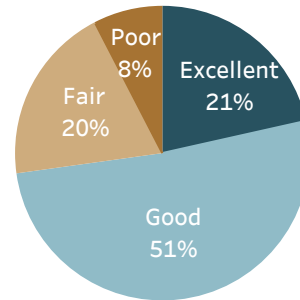
Walked or biked instead of driving	56%	Similar
Carpooled with other adults or children instead of driving alone	30%	Lower
Used ride-share services instead of driving	20%	Similar

**Please rate the quality of each of the following services in Little Elm.**  
**(% excellent or good)**

Street cleaning	76%	Similar
Sidewalk maintenance	68%	Similar
Street repair	66%	Higher
Traffic enforcement	64%	Similar
Street lighting	63%	Similar
Traffic signal timing	56%	Similar

\* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Overall design or layout of Little Elm's residential and commercial areas



## Community design

A well-designed community enhances the quality of life for its residents by encouraging smart land use and zoning, ensuring that affordable housing is accessible to all, and providing access to parks and other green spaces.

Please rate each of the following aspects of quality of life in Little Elm.  
(% excellent or good)

		vs. benchmark*
Your neighborhood as a place to live	86%	Similar

Please rate each of the following characteristics as they relate to Little Elm as a whole.  
(% excellent or good)

Overall design or layout of Little Elm's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	73%	Similar
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Please also rate each of the following in the Little Elm community.  
(% excellent or good)

Overall appearance of Little Elm	82%	Similar
Overall quality of new development in Little Elm	73%	Higher
Well-designed neighborhoods	70%	Similar
Public places where people want to spend time	68%	Similar
Preservation of the cultural character of the community	67%	Similar
Well-planned residential growth	67%	Higher
Variety of housing options	65%	Higher
Availability of affordable quality housing	62%	Higher
Well-planned commercial growth	53%	Similar

Please rate the quality of each of the following services in Little Elm.  
(% excellent or good)

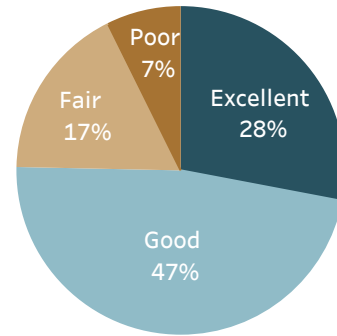
Code enforcement (weeds, abandoned buildings, etc.)	66%	Similar
Land use, planning, and zoning	60%	Similar

\* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

## Utilities

Services such as water, gas, electricity, and internet access play a vital role in ensuring the physical and economic health and well-being of the communities they serve.

Overall quality of the utility infrastructure in Little Elm



Please rate the quality of each of the following services in Little Elm.  
(% excellent or good)

		vs. benchmark*
Sewer services	83%	Similar
Garbage collection	83%	Similar
Storm water management (storm drainage, dams, levees, etc.)	82%	Higher
Drinking water	80%	Similar
Power (electric and/or gas) utility	71%	Similar
Utility billing	70%	Similar
Affordable high-speed internet access	49%	Similar

Please rate each of the following characteristics as they relate to Little Elm as a whole.  
(% excellent or good)

Overall quality of the utility infrastructure in Little Elm (water, sewer, storm water)	76%	Similar
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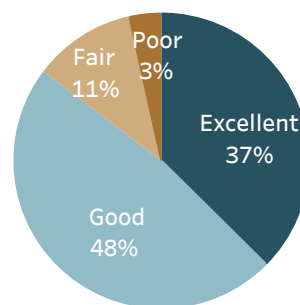
\* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.



## Safety

Public safety is often the most important task facing local governments. All residents should feel safe and secure in their neighborhoods and in the greater community, and providing robust safety-related services is essential to residents' quality of life.

Overall feeling of safety in Little Elm



Please rate each of the following characteristics as they relate to Little Elm as a whole.  
(% excellent or good)

		vs. benchmark*
Overall feeling of safety in Little Elm	86%	Similar

Please rate how safe or unsafe you feel:  
(% very or somewhat safe)

In your neighborhood during the day	94%	Similar
In Little Elm's Lakefront District during the day	91%	Similar
From violent crime	90%	Similar
From fire, flood, or other natural disaster	84%	Similar
From property crime	83%	Similar

Please rate the quality of each of the following services in Little Elm.  
(% excellent or good)

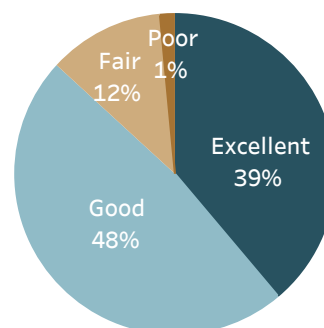
Ambulance or emergency medical services	90%	Similar
Fire services	89%	Similar
Police services	86%	Similar
Crime prevention	80%	Similar
Fire prevention and education	79%	Similar
Animal control	77%	Similar
Emergency preparedness (services that prepare the community for natural disasters or other emergency situations)	69%	Similar

\* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

## Natural environment

The natural environment plays a vital role in the health and well-being of residents. The natural spaces in which residents live and experience their communities has a direct and profound effect on quality of life.

Overall quality of natural environment in Little Elm



Please rate each of the following characteristics as they relate to Little Elm as a whole.  
(% excellent or good)

		vs. benchmark*
Overall quality of natural environment in Little Elm	87%	Similar

Please also rate each of the following in the Little Elm community.  
(% excellent or good)

Water resources (beaches, lakes, ponds, riverways, etc.)	89%	Higher
Air quality	86%	Similar
Cleanliness of Little Elm	83%	Similar

Please rate the quality of each of the following services in Little Elm.  
(% excellent or good)

Recycling	81%	Similar
Preservation of natural areas (open space, farmlands, and greenbelts)	74%	Similar
Little Elm open space	73%	Similar
Yard waste pick-up	71%	Similar

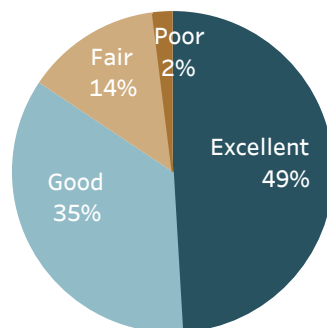
\* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

## Parks and recreation

"There are no communities that pride themselves on their quality of life, promote themselves as a desirable location for businesses to relocate, or maintain that they are environmental stewards of their natural resources, without such communities having a robust, active system of parks and recreation programs for public use and enjoyment."

- National Recreation and Park Association

Overall quality of the parks and recreation opportunities



Please rate each of the following characteristics as they relate to Little Elm as a whole.  
(% excellent or good)

		vs. benchmark*
Overall quality of parks and recreation opportunities	85%	Similar

Please also rate each of the following in the Little Elm community.  
(% excellent or good)

Availability of paths and walking trails	82%	Higher
Fitness opportunities (including exercise classes and paths or trails, etc.)	81%	Similar
Recreational opportunities	74%	Similar

Please rate the quality of each of the following services in Little Elm.  
(% excellent or good)

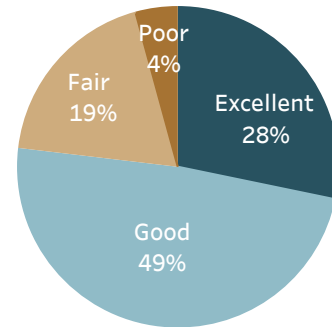
Town parks	83%	Similar
Recreation centers or facilities	77%	Similar
Recreation programs or classes	75%	Similar

\* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

## Health and wellness

The characteristics of and amenities available in the communities in which people live has a direct impact on the health and wellness of residents, and thus, on their quality of life overall.

Overall health and wellness opportunities in Little Elm



Please rate each of the following characteristics as they relate to Little Elm as a whole.  
(% excellent or good)

		vs. benchmark*
Overall health and wellness opportunities in Little Elm	77%	Similar

Please also rate each of the following in the Little Elm community.  
(% excellent or good)

Availability of affordable quality food	72%	Similar
Availability of preventive health services	58%	Similar
Availability of affordable quality health care	57%	Similar
Availability of affordable quality mental health care	47%	Similar

Please rate the quality of each of the following services in Little Elm.  
(% excellent or good)

Health services	72%	Similar
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Please rate your overall health.  
(% excellent or very good)

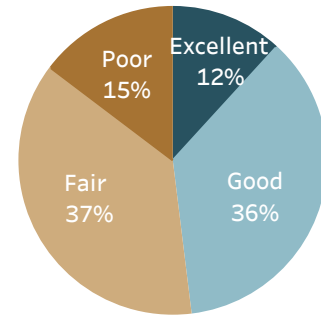
Please rate your overall health.	81%	Higher
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\* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

## Education, arts, and culture

Participation in the arts, in educational opportunities, and in cultural activities is linked to increased civic engagement, greater social tolerance, and enhanced enjoyment of the local community.

Overall opportunities for education, culture and the arts



Please rate each of the following characteristics as they relate to Little Elm as a whole.  
(% excellent or good)

		vs. benchmark*
Overall opportunities for education, culture, and the arts	49%	Lower

Please also rate each of the following in the Little Elm community.  
(% excellent or good)

K-12 education	66%	Similar
Opportunities to attend special events and festivals	64%	Similar
Availability of affordable quality childcare/preschool	59%	Similar
Community support for the arts	47%	Similar
Opportunities to attend cultural/arts/music activities	44%	Lower
Adult educational opportunities	42%	Lower

Please rate the quality of each of the following services in Little Elm.  
(% excellent or good)

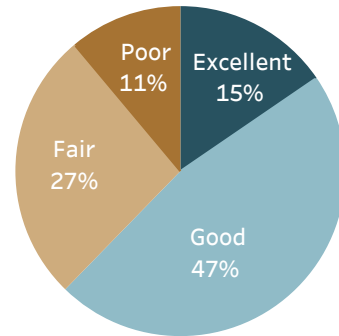
Public library services	71%	Lower
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\* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

## Inclusivity and engagement

Inclusivity refers to a cultural and environmental feeling of belonging; residents who feel invited to participate within their communities feel more included, involved, and engaged than those who do not.

Residents' connection and engagement with their community



Please rate each of the following aspects of quality of life in Little Elm.  
(% excellent or good)

		vs. benchmark*
Little Elm as a place to raise children	90%	Similar
Sense of community	72%	Similar
Little Elm as a place to retire	71%	Similar

Please rate each of the following characteristics as they relate to Little Elm as a whole.  
(% excellent or good)

Residents' connection and engagement with their community	62%	Similar
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Please rate the job you feel the Little Elm community does at each of the following.  
(% excellent or good)

Making all residents feel welcome	79%	Similar
Valuing/respecting residents from diverse backgrounds	78%	Higher
Attracting people from diverse backgrounds	74%	Higher
Taking care of vulnerable residents (elderly, disabled, homeless, etc.)	74%	Similar

Please also rate each of the following in the Little Elm community.  
(% excellent or good)

Openness and acceptance of the community toward people of diverse backgrounds	72%	Similar
Sense of civic/community pride	69%	Similar
Neighborliness of residents in Little Elm	66%	Similar

Opportunities to participate in community matters	63%	Similar
Opportunities to participate in social events and activities	60%	Similar
Opportunities to volunteer	59%	Similar

\* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

## Residents' participation levels

Please indicate whether or not you have done each of the following in the last 12 months.  
(% yes)

		vs. benchmark*
Voted in your most recent local election	73%	Similar
Contacted the Town of Little Elm (in-person, phone, email, web or social media) for help or information	43%	Similar
Volunteered your time to some group/activity in Little Elm	17%	Much lower
Attended a local public meeting (of local elected officials like City Council or County Commissioners, advisory boards, town halls, HOA, neighborhood watch, ..	16%	Similar
Contacted Little Elm elected officials (in-person, phone, email web, or social media) to express your opinion	15%	Similar
Watched (online or on television) a local public meeting	13%	Lower
Campaigned or advocated for a local issue, cause, or candidate	13%	Similar

In general, how many times do you:  
(% a few times a week or more)

Use or check email	98%	Similar
Access the internet from your home using a computer, laptop, or tablet computer	98%	Similar
Access the internet from your cell phone	97%	Similar
Visit social media sites such as Facebook, Twitter, Nextdoor, etc.	92%	Higher
Shop online	70%	Higher
Share your opinions online	42%	Similar

\* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.



## National benchmark tables

This table contains the comparisons of Little Elm's results to those from other communities. The first column shows the comparison of Little Elm's rating to the benchmark. Little Elm's results are noted as being "higher", "lower" or "similar" to the benchmark, meaning that the average rating given by Little Elm residents is statistically similar to or different than the benchmark. The second column is Little Elm's "percent positive." Most commonly, the percent positive is the combination of the top two most positive response options (i.e., excellent/good). The third column is the rank assigned to Little Elm's rating among communities where a similar question was asked. The fourth column is the number of communities that asked a similar question. The fifth column shows the percentile for Little Elm's result -- that is what percent of surveyed communities had a lower rating than Little Elm.

			% positive	Rank	Number of communities	Percentile
Please rate each of the following aspects of quality of life in Little Elm.	Little Elm as a place to live	Similar	94%	128	362	65
	Your neighborhood as a place to live	Similar	86%	158	303	48
	Little Elm as a place to raise children	Similar	90%	151	362	59
	Little Elm as a place to work	Similar	63%	204	347	42
	Little Elm as a place to visit	Similar	73%	119	291	60
	Little Elm as a place to retire	Similar	71%	127	349	64
	The overall quality of life in Little Elm	Similar	88%	157	399	61
	Sense of community	Similar	72%	89	302	71
Please rate each of the following characteristics as they relate to Little Elm as a whole.	Overall economic health of Little Elm	Similar	81%	79	276	72
	Overall quality of the transportation system (auto, bicycle, foot) in Little Elm	Similar	61%	215	278	23
	Overall design or layout of Little Elm's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	Similar	73%	69	271	75
	Overall quality of the utility infrastructure in Little Elm (water, sewer, storm water)	Similar	76%	25	63	61
	Overall feeling of safety in Little Elm	Similar	86%	152	345	56
	Overall quality of natural environment in Little Elm	Similar	87%	72	281	75
	Overall quality of parks and recreation opportunities	Similar	85%	17	64	74
	Overall health and wellness opportunities in Little Elm	Similar	77%	95	273	66
	Overall opportunities for education, culture, and the arts	Lower	49%	224	272	18
	Residents' connection and engagement with their community	Similar	62%	30	63	53
Please indicate how likely or unlikely you are to do each of the following.	Recommend living in Little Elm to someone who asks	Similar	93%	80	288	73
	Remain in Little Elm for the next five years	Similar	78%	234	281	17
Please rate how safe or unsafe you feel:	In your neighborhood during the day	Similar	94%	171	331	49
	In Little Elm's Lakefront District during the day	Similar	91%	132	310	58

Please rate how safe or unsafe you feel:	From property crime	Similar	83%	27	74	64
	From violent crime	Similar	90%	40	74	46
	From fire, flood, or other natural disaster	Similar	84%	40	63	37
Please rate the job you feel the Little Elm community does at each of the following.	Making all residents feel welcome	Similar	79%	10	63	85
	Attracting people from diverse backgrounds	Higher	74%	3	63	96
	Valuing/respecting residents from diverse backgrounds	Higher	78%	3	63	96
	Taking care of vulnerable residents (elderly, disabled, homeless, etc.)	Similar	74%	8	63	88
Please rate each of the following in the Little Elm community.	Overall quality of business and service establishments in Little Elm	Similar	74%	92	279	68
	Variety of business and service establishments in Little Elm	Similar	56%	44	62	30
	Vibrancy of Lakefront District	Higher	75%	43	257	84
	Employment opportunities	Similar	43%	145	304	53
	Shopping opportunities	Lower	37%	219	292	26
	Cost of living in Little Elm	Higher	62%	23	274	92
	Overall image or reputation of Little Elm	Similar	78%	180	340	48
Please also rate each of the following in the Little Elm community.	Traffic flow on major streets	Similar	55%	112	318	65
	Ease of public parking	Higher	79%	27	242	89
	Ease of travel by car in Little Elm	Similar	75%	106	304	66
	Ease of travel by bicycle in Little Elm	Similar	60%	101	305	67
	Ease of walking in Little Elm	Similar	73%	122	305	61
	Well-planned residential growth	Higher	67%	13	65	81
	Well-planned commercial growth	Similar	53%	22	65	67
	Well-designed neighborhoods	Similar	70%	15	65	77
	Preservation of the cultural character of the community	Similar	67%	21	60	66
	Public places where people want to spend time	Similar	68%	126	266	53
	Variety of housing options	Higher	65%	55	282	81
	Availability of affordable quality housing	Higher	62%	18	301	95
	Overall quality of new development in Little Elm	Higher	73%	26	292	92
	Overall appearance of Little Elm	Similar	82%	126	334	63
	Cleanliness of Little Elm	Similar	83%	100	306	68
	Water resources (beaches, lakes, ponds, riverways, etc.)	Higher	89%	6	59	90
	Air quality	Similar	86%	85	258	68





































<b>Please also rate each of the following in the Little Elm community.</b>	Availability of paths and walking trails	Higher	82%	44	302	86
	Fitness opportunities (including exercise classes and paths or trails, etc.)	Similar	81%	54	262	80
	Recreational opportunities	Similar	74%	77	291	74
	Availability of affordable quality food	Similar	72%	99	257	62
	Availability of affordable quality health care	Similar	57%	170	271	38
	Availability of preventive health services	Similar	58%	167	252	34
	Availability of affordable quality mental health care	Similar	47%	104	249	59
	Opportunities to attend cultural/arts/music activities	Lower	44%	229	290	22
	Community support for the arts	Similar	47%	49	63	23
	Availability of affordable quality childcare/preschool	Similar	59%	63	267	77
	K-12 education	Similar	66%	175	267	35
	Adult educational opportunities	Lower	42%	218	257	16
	Sense of civic/community pride	Similar	69%	25	63	61
	Neighborliness of residents in Little Elm	Similar	66%	89	268	67
	Opportunities to participate in social events and activities	Similar	60%	144	272	48
	Opportunities to attend special events and festivals	Similar	64%	148	280	48
	Opportunities to volunteer	Similar	59%	227	272	17
	Opportunities to participate in community matters	Similar	63%	155	277	45
	Openness and acceptance of the community toward people of diverse backgrounds	Similar	72%	40	298	87
<b>Please indicate whether or not you have done each of the following in the last 12 months.</b>	Contacted the Town of Little Elm (in-person, phone, email, web or social media) for help or information	Similar	43%	192	327	42
	Contacted Little Elm elected officials (in-person, phone, email web, or social media) to express your opinion	Similar	15%	184	266	31
	Attended a local public meeting (of local elected officials like City Council or County Commissioners, advisory boards, town halls, HOA, n..	Similar	16%	204	269	25
	Watched (online or on television) a local public meeting	Lower	13%	212	244	14
	Volunteered your time to some group/activity in Little Elm	Much lower	17%	266	273	3
	Campaigned or advocated for a local issue, cause, or candidate	Similar	13%	235	255	8
	Voted in your most recent local election	Similar	73%	45	63	29
	Used ride-share services instead of driving	Similar	20%	91	231	61
	Carpooled with other adults or children instead of driving alone	Lower	30%	253	260	3
	Walked or biked instead of driving	Similar	56%	140	266	48
<b>Please rate the quality of each of the following services in Little Elm.</b>	Public information services	Similar	77%	120	282	58
	Economic development	Similar	69%	68	282	76









































Please rate the quality of each of the following services in Little Elm.	Traffic enforcement	Similar	64%	204	343	41
	Traffic signal timing	Similar	56%	99	269	64
	Street repair	Higher	66%	51	330	85
	Street cleaning	Similar	76%	86	293	71
	Street lighting	Similar	63%	165	323	49
	Sidewalk maintenance	Similar	68%	76	295	75
	Land use, planning, and zoning	Similar	60%	64	293	79
	Code enforcement (weeds, abandoned buildings, etc.)	Similar	66%	65	347	82
	Affordable high-speed internet access	Similar	49%	43	60	29
	Garbage collection	Similar	83%	157	321	52
	Drinking water	Similar	80%	97	288	67
	Sewer services	Similar	83%	123	292	58
	Storm water management (storm drainage, dams, levees, etc.)	Higher	82%	40	319	88
	Power (electric and/or gas) utility	Similar	71%	152	200	25
	Utility billing	Similar	70%	118	244	52
	Police services	Similar	86%	143	389	64
	Crime prevention	Similar	80%	109	344	69
	Animal control	Similar	77%	68	306	78
	Ambulance or emergency medical services	Similar	90%	192	309	38
	Fire services	Similar	89%	174	337	49
	Fire prevention and education	Similar	79%	155	282	46
	Emergency preparedness (services that prepare the community for natural disasters or other emergency situations)	Similar	69%	129	282	55
	Preservation of natural areas (open space, farmlands, and greenbelts)	Similar	74%	48	261	82
	Little Elm open space	Similar	73%	54	252	79
	Recycling	Similar	81%	185	327	44
	Yard waste pick-up	Similar	71%	184	267	32
	Town parks	Similar	83%	123	302	60
	Recreation programs or classes	Similar	75%	126	299	58
	Recreation centers or facilities	Similar	77%	63	274	78
	Health services	Similar	72%	123	237	49
	Public library services	Lower	71%	272	301	10









































<b>each of the following services in Little Elm.</b>	Overall customer service by Little Elm employees (police, receptionists, planners, etc.)	Similar	81%	121	358	67
<b>Please rate the following categories of Little Elm government performance.</b>	The value of services for the taxes paid to Little Elm	Similar	62%	119	363	68
	The overall direction that Little Elm is taking	Higher	77%	39	313	88
	The job Little Elm government does at welcoming resident involvement	Similar	55%	111	315	65
	Overall confidence in Little Elm government	Similar	69%	58	275	79
	Generally acting in the best interest of the community	Higher	72%	38	279	87
	Being honest	Similar	70%	58	271	79
	Being open and transparent to the public	Similar	66%	24	64	63
	Informing residents about issues facing the community	Similar	64%	23	69	67
	Treating all residents fairly	Similar	71%	62	275	78
	Treating residents with respect	Similar	73%	28	63	56
<b>Overall, how would you rate the quality of the services provided by each ..</b>	The Town of Little Elm	Similar	83%	107	367	71
	The Federal Government	Similar	49%	37	260	86
<b>Please rate how important, if at all, you think it is for the Little Elm community to focus on each of the following in the coming two years.</b>	Overall economic health of Little Elm	Similar	95%	16	253	94
	Overall quality of the transportation system (auto, bicycle, foot) in Little Elm	Similar	81%	97	253	62
	Overall design or layout of Little Elm's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	Similar	84%	38	253	85
	Overall quality of the utility infrastructure in Little Elm (water, sewer, storm water)	Higher	95%	4	63	94
	Overall feeling of safety in Little Elm	Similar	92%	120	253	53
	Overall quality of natural environment in Little Elm	Higher	91%	20	253	93
	Overall quality of parks and recreation opportunities	Higher	88%	3	63	96
	Overall health and wellness opportunities in Little Elm	Similar	73%	103	252	59
	Overall opportunities for education, culture, and the arts	Similar	75%	126	253	51
	Residents' connection and engagement with their community	Similar	75%	144	254	44
<b>In general, how many times do you:</b>	Access the internet from your home using a computer, laptop, or tablet computer	Similar	98%	9	63	86
	Access the internet from your cell phone	Similar	97%	1	63	99
	Visit social media sites such as Facebook, Twitter, Nextdoor, etc.	Higher	92%	1	63	99
	Use or check email	Similar	98%	12	63	81
	Share your opinions online	Similar	42%	6	63	91
	Shop online	Higher	70%	2	63	97
	Please rate your overall health.	Higher	81%	7	261	98
	What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:	Higher	45%	17	264	94

## Complete set of frequencies








































This dashboard contains a complete set of responses to each question on the survey. By default, "Don't know" responses are excluded, but may be added to the table using the response filter to the right. When a table for a question that only permitted a single response does not total to exactly 100%, it is due to the common practice of percentages being rounded to the nearest whole number.

<b>Please rate each of the following aspects of quality of life in Little Elm.</b>	Little Elm as a place to live	Excellent	
		Good	
		Fair	
		Poor	
	Your neighborhood as a place to live	Excellent	
		Good	
		Fair	
		Poor	
	Little Elm as a place to raise children	Excellent	
		Good	
		Fair	
		Poor	
	Little Elm as a place to work	Excellent	
		Good	
		Fair	
		Poor	
	Little Elm as a place to visit	Excellent	
		Good	
		Fair	
		Poor	
	Little Elm as a place to retire	Excellent	
		Good	
		Fair	
		Poor	
	The overall quality of life in Little Elm	Excellent	
		Good	
		Fair	
		Poor	
	Sense of community	Excellent	
		Good	
		Fair	
		Poor	
<b>Please rate each of the following characteristics as they relate to Little Elm as a whole.</b>	Overall economic health of Little Elm	Excellent	
		Good	
		Fair	
		Poor	

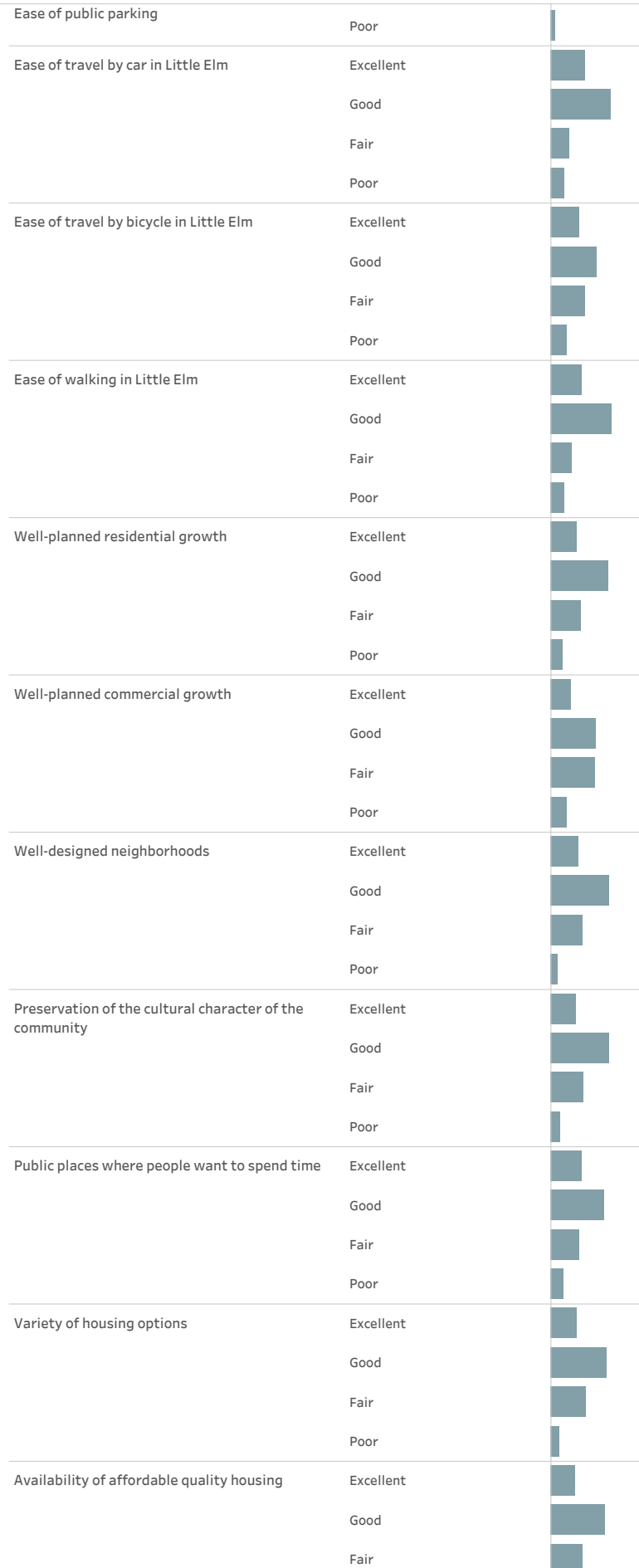
Please rate each of the following characteristics as they relate to Little Elm as a whole.	Overall quality of the transportation system (auto, bicycle, foot) in Little Elm	Excellent	
		Good	
		Fair	
		Poor	
	Overall design or layout of Little Elm's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	Excellent	
		Good	
		Fair	
		Poor	
	Overall quality of the utility infrastructure in Little Elm (water, sewer, storm water)	Excellent	
		Good	
		Fair	
		Poor	
	Overall feeling of safety in Little Elm	Excellent	
		Good	
		Fair	
		Poor	
	Overall quality of natural environment in Little Elm	Excellent	
		Good	
		Fair	
		Poor	
	Overall quality of parks and recreation opportunities	Excellent	
		Good	
		Fair	
		Poor	
	Overall health and wellness opportunities in Little Elm	Excellent	
		Good	
		Fair	
		Poor	
	Overall opportunities for education, culture, and the arts	Excellent	
		Good	
		Fair	
		Poor	
	Residents' connection and engagement with their community	Excellent	
		Good	
		Fair	
		Poor	
Please indicate how likely or unlikely you are to do each of the following.	Recommend living in Little Elm to someone who asks	Very likely	
		Somewhat likely	
		Somewhat unlikely	
		Very unlikely	

Please indicate how likely or unlikely you are to do each of the following.	Remain in Little Elm for the next five years	Very likely	
		Somewhat likely	
		Somewhat unlikely	
		Very unlikely	
Please rate how safe or unsafe you feel:	In your neighborhood during the day	Very safe	
		Somewhat safe	
		Neither safe nor unsafe	
		Somewhat unsafe	
		Very unsafe	
	In Little Elm's Lakefront District during the day	Very safe	
		Somewhat safe	
		Neither safe nor unsafe	
		Somewhat unsafe	
		Very unsafe	
	From property crime	Very safe	
		Somewhat safe	
		Neither safe nor unsafe	
		Somewhat unsafe	
		Very unsafe	
	From violent crime	Very safe	
		Somewhat safe	
		Neither safe nor unsafe	
		Somewhat unsafe	
		Very unsafe	
	From fire, flood, or other natural disaster	Very safe	
		Somewhat safe	
		Neither safe nor unsafe	
		Somewhat unsafe	
		Very unsafe	
Please rate the job you feel the Little Elm community does at each of the following.	Making all residents feel welcome	Excellent	
		Good	
		Fair	
		Poor	
	Attracting people from diverse backgrounds	Excellent	
		Good	
		Fair	
		Poor	
	Valuing/respecting residents from diverse backgrounds	Excellent	
		Good	
		Fair	

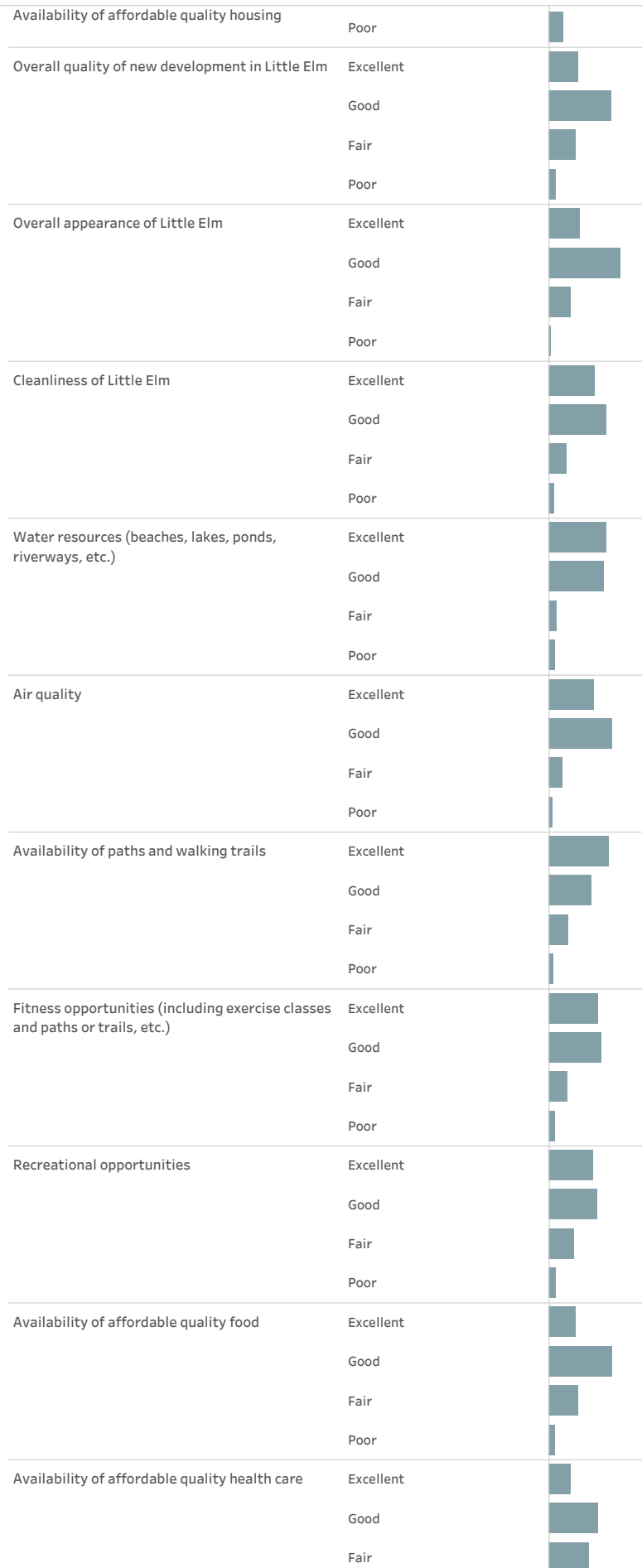













Please rate the job you feel the Little Elm community does at each of the following.	Valuing/respecting residents from diverse backgrounds	Poor	
	Taking care of vulnerable residents (elderly, disabled, homeless, etc.)	Excellent	
		Good	
		Fair	
		Poor	
Please rate each of the following in the Little Elm community.	Overall quality of business and service establishments in Little Elm	Excellent	
		Good	
		Fair	
		Poor	
	Variety of business and service establishments in Little Elm	Excellent	
		Good	
		Fair	
		Poor	
	Vibrancy of Lakefront District	Excellent	
		Good	
		Fair	
		Poor	
	Employment opportunities	Excellent	
		Good	
		Fair	
		Poor	
	Shopping opportunities	Excellent	
		Good	
		Fair	
		Poor	
	Cost of living in Little Elm	Excellent	
		Good	
		Fair	
		Poor	
	Overall image or reputation of Little Elm	Excellent	
		Good	
		Fair	
		Poor	
Please also rate each of the following in the Little Elm community.	Traffic flow on major streets	Excellent	
		Good	
		Fair	
		Poor	
	Ease of public parking	Excellent	
		Good	
		Fair	

Please also rate each of the following in the Little Elm community.


















































































Please also rate each of the following in the Little Elm community.











































Please also rate each of the following in the Little Elm community.	Availability of affordable quality health care	Poor	
	Availability of preventive health services	Excellent	
		Good	
		Fair	
		Poor	
	Availability of affordable quality mental health care	Excellent	
		Good	
		Fair	
		Poor	
	Opportunities to attend cultural/arts/music activities	Excellent	
		Good	
		Fair	
		Poor	
	Community support for the arts	Excellent	
		Good	
		Fair	
		Poor	
	Availability of affordable quality childcare/preschool	Excellent	
		Good	
		Fair	
		Poor	
	K-12 education	Excellent	
		Good	
		Fair	
		Poor	
	Adult educational opportunities	Excellent	
		Good	
		Fair	
		Poor	
	Sense of civic/community pride	Excellent	
		Good	
		Fair	
		Poor	
	Neighborliness of residents in Little Elm	Excellent	
		Good	
		Fair	
		Poor	
	Opportunities to participate in social events and activities	Excellent	
		Good	
		Fair	









































Please also rate each of the following in the Little Elm community.	Opportunities to participate in social events and activities	Poor	
	Opportunities to attend special events and festivals	Excellent	
		Good	
		Fair	
		Poor	
	Opportunities to volunteer	Excellent	
		Good	
		Fair	
		Poor	
	Opportunities to participate in community matters	Excellent	
		Good	
		Fair	
		Poor	
	Openness and acceptance of the community toward people of diverse backgrounds	Excellent	
		Good	
		Fair	
		Poor	
Please indicate whether or not you have done each of the following in the last 12 months.	Contacted the Town of Little Elm (in-person, phone, email, web or social media) for help or information	No	
		Yes	
	Contacted Little Elm elected officials (in-person, phone, email web, or social media) to express your opinion	No	
		Yes	
	Attended a local public meeting (of local elected officials like City Council or County Commissioners, advisory boards, town halls, HO..	No	
		Yes	
	Watched (online or on television) a local public meeting	No	
		Yes	
	Volunteered your time to some group/activity in Little Elm	No	
		Yes	
	Campaigned or advocated for a local issue, cause, or candidate	No	
		Yes	
	Voted in your most recent local election	No	
		Yes	
	Used ride-share services instead of driving	No	
		Yes	
Please rate the quality of each of the following services in Little Elm.	Public information services	Excellent	
		Good	
		Fair	

Please rate the quality of each of the following services in Little Elm.	Public information services	Poor	
	Economic development	Excellent	
		Good	
		Fair	
		Poor	
	Traffic enforcement	Excellent	
		Good	
		Fair	
		Poor	
	Traffic signal timing	Excellent	
		Good	
		Fair	
		Poor	
	Street repair	Excellent	
		Good	
		Fair	
		Poor	
	Street cleaning	Excellent	
		Good	
		Fair	
		Poor	
	Street lighting	Excellent	
		Good	
		Fair	
		Poor	
	Sidewalk maintenance	Excellent	
		Good	
		Fair	
		Poor	
	Land use, planning, and zoning	Excellent	
		Good	
		Fair	
		Poor	
	Code enforcement (weeds, abandoned buildings, etc.)	Excellent	
		Good	
		Fair	
		Poor	
	Affordable high-speed internet access	Excellent	
		Good	
		Fair	











Please rate the quality of each of the following services in Little Elm.	Affordable high-speed internet access	Poor	
	Garbage collection	Excellent	
		Good	
		Fair	
		Poor	
	Drinking water	Excellent	
		Good	
		Fair	
		Poor	
	Sewer services	Excellent	
		Good	
		Fair	
		Poor	
	Storm water management (storm drainage, dams, levees, etc.)	Excellent	
		Good	
		Fair	
		Poor	
	Power (electric and/or gas) utility	Excellent	
		Good	
		Fair	
		Poor	
	Utility billing	Excellent	
		Good	
		Fair	
		Poor	
	Police services	Excellent	
		Good	
		Fair	
		Poor	
	Crime prevention	Excellent	
		Good	
		Fair	
		Poor	
	Animal control	Excellent	
		Good	
		Fair	
		Poor	
	Ambulance or emergency medical services	Excellent	
		Good	
		Fair	

Please rate the quality of each of the following services in Little Elm.	Ambulance or emergency medical services	Poor	
	Fire services	Excellent	
		Good	
		Fair	
		Poor	
	Fire prevention and education	Excellent	
		Good	
		Fair	
		Poor	
	Emergency preparedness (services that prepare the community for natural disasters or other emergency situations)	Excellent	
		Good	
		Fair	
		Poor	
	Preservation of natural areas (open space, farmlands, and greenbelts)	Excellent	
		Good	
		Fair	
		Poor	
	Little Elm open space	Excellent	
		Good	
		Fair	
		Poor	
	Recycling	Excellent	
		Good	
		Fair	
		Poor	
	Yard waste pick-up	Excellent	
		Good	
		Fair	
		Poor	
	Town parks	Excellent	
		Good	
		Fair	
		Poor	
	Recreation programs or classes	Excellent	
		Good	
		Fair	
		Poor	
	Recreation centers or facilities	Excellent	
		Good	
		Fair	




























Please rate the quality of each of the following services in Little Elm.	Recreation centers or facilities	Poor	
	Health services	Excellent	
		Good	
		Fair	
		Poor	
	Public library services	Excellent	
		Good	
		Fair	
		Poor	
	Overall customer service by Little Elm employees (police, receptionists, planners, etc.)	Excellent	
		Good	
		Fair	
		Poor	
Please rate the following categories of Little Elm government performance.	The value of services for the taxes paid to Little Elm	Excellent	
		Good	
		Fair	
		Poor	
	The overall direction that Little Elm is taking	Excellent	
		Good	
		Fair	
		Poor	
	The job Little Elm government does at welcoming resident involvement	Excellent	
		Good	
		Fair	
		Poor	
	Overall confidence in Little Elm government	Excellent	
		Good	
		Fair	
		Poor	
	Generally acting in the best interest of the community	Excellent	
		Good	
		Fair	
		Poor	
	Being honest	Excellent	
		Good	
		Fair	
		Poor	
	Being open and transparent to the public	Excellent	
		Good	
		Fair	

Please rate the following categories of Little Elm government performance.	Being open and transparent to the public	Poor	
	Informing residents about issues facing the community	Excellent	
		Good	
		Fair	
		Poor	
	Treating all residents fairly	Excellent	
		Good	
		Fair	
		Poor	
	Treating residents with respect	Excellent	
		Good	
		Fair	
		Poor	
Overall, how would you rate the quality of the services provided by each of the following?	The Town of Little Elm	Excellent	
		Good	
		Fair	
		Poor	
	The Federal Government	Excellent	
		Good	
		Fair	
		Poor	
Please rate how important, if at all, you think it is for the Little Elm community to focus on each of the following in the coming two years.	Overall economic health of Little Elm	Essential	
		Very important	
		Somewhat important	
		Not at all important	
	Overall quality of the transportation system (auto, bicycle, foot) in Little Elm	Essential	
		Very important	
		Somewhat important	
		Not at all important	
	Overall design or layout of Little Elm's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	Essential	
		Very important	
		Somewhat important	
		Not at all important	
	Overall quality of the utility infrastructure in Little Elm (water, sewer, storm water)	Essential	
		Very important	
		Somewhat important	
		Not at all important	
	Overall feeling of safety in Little Elm	Essential	
		Very important	
		Somewhat important	

Please rate how important, if at all, you think it is for the Little Elm community to focus on each of the following in the coming two years.	Overall feeling of safety in Little Elm	Not at all important	
	Overall quality of natural environment in Little Elm	Essential	
		Very important	
		Somewhat important	
		Not at all important	
	Overall quality of parks and recreation opportunities	Essential	
		Very important	
		Somewhat important	
		Not at all important	
	Overall health and wellness opportunities in Little Elm	Essential	
		Very important	
		Somewhat important	
		Not at all important	
	Overall opportunities for education, culture, and the arts	Essential	
		Very important	
		Somewhat important	
		Not at all important	
	Residents' connection and engagement with their community	Essential	
		Very important	
		Somewhat important	
		Not at all important	
In general, how many times do you:	Access the internet from your home using a computer, laptop, or tablet computer	Several times a day	
		Once a day	
		A few times a week	
		Every few weeks	
		Less often or never	
	Access the internet from your cell phone	Several times a day	
		Once a day	
		A few times a week	
		Less often or never	
	Visit social media sites such as Facebook, Twitter, Nextdoor, etc.	Several times a day	
		Once a day	
		A few times a week	
		Every few weeks	
		Less often or never	
	Use or check email	Several times a day	
		Once a day	
		A few times a week	
		Every few weeks	
		Less often or never	

In general, how many times do you:	Share your opinions online	Several times a day	
		Once a day	
		A few times a week	
		Every few weeks	
		Less often or never	
	Shop online	Several times a day	
		Once a day	
		A few times a week	
		Every few weeks	
		Less often or never	
Please rate your overall health.		Excellent	
		Very good	
		Good	
		Fair	
		Poor	
What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:		Very positive	
		Somewhat positive	
		Neutral	
		Somewhat negative	
		Very negative	
How many years have you lived in Little Elm?		Less than 2 years	
		2-5 years	
		6-10 years	
		11-20 years	
		More than 20 years	
Which best describes the building you live in?		One family house detached from any other houses	
		Building with two or more homes (duplex, townhome, apartment)	
		Mobile home	
		Other	
Do you rent or own your home?		Rent	
		Own	
About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance, and homeowners' association (HOA) fees)?		Less than \$500	
		\$500 to \$999	
		\$1,000 to \$1,499	
		\$1,500 to \$1,999	
		\$2,000 to \$2,499	
		\$2,500 to \$2,999	
		\$3,000 to \$3,499	
		\$3,500 or more	
Do any children 17 or under live in your household?		No	
		Yes	

Do any children 17 or under live in your household?	Yes	
Are you or any other members of your household aged 65 or older?	No	
	Yes	
How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)	Less than \$25,000	
	\$25,000 to \$49,999	
	\$50,000 to \$74,999	
	\$75,000 to \$99,999	
	\$100,000 to \$149,999	
	\$150,000 or more	
Are you Spanish, Hispanic, or Latino?	No, not Spanish, Hispanic, or Latino	 1
What is your race? (Mark one or more races to indicate what race you consider yourself to be.)	American Indian or Alaskan Native	
	Asian, Asian Indian, or Pacific Islander	
	Black or African American	
	White	
	Other	
In which category is your age?	18-24 years	
	25-34 years	
	35-44 years	
	45-54 years	
	55-64 years	
	65-74 years	
	75 years or older	
What is your gender?	Female	
	Male	
	Identify in another way	

## Comparison of Responses by Respondent Characteristics

This dashboard allows the user to specify which demographics to include in the table using the dropdown menu below. Responses have been summarized to show only the proportion of respondents giving a positive answer; for example, the percent of respondents who rated the quality of life as excellent or good.

In the "Statistical significance" tab, you will find a tool to help determine the threshold values for statistically significant differences between groups.

		District 1	District 2	District 3	District 4	District 5	District 6	District 7
Please rate each of the following aspects of quality of life in Little Elm.	Little Elm as a place to live	100%	99%	89%	97%	78%	100%	93%
	Your neighborhood as a place to live	100%	83%	86%	92%	78%	100%	66%
	Little Elm as a place to raise children	100%	93%	85%	93%	69%	99%	93%
	Little Elm as a place to work	48%	71%	77%	51%	70%	75%	30%
	Little Elm as a place to visit	63%	75%	70%	77%	70%	71%	58%
	Little Elm as a place to retire	70%	64%	74%	80%	51%	52%	71%
	The overall quality of life in Little Elm	78%	94%	79%	94%	70%	98%	93%
	Sense of community	80%	88%	66%	76%	65%	46%	66%
Please rate each of the following characteristics as they relate to Little Elm as a whole.	Overall economic health of Little Elm	80%	92%	78%	80%	73%	71%	85%
	Overall quality of the transportation system (auto, bicycle, foot) in Little Elm	47%	69%	61%	67%	63%	35%	36%
	Overall design or layout of Little Elm’s residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	69%	87%	68%	77%	70%	58%	58%
	Overall quality of the utility infrastructure in Little Elm (water, sewer, storm water)	56%	82%	72%	84%	73%	49%	62%
	Overall feeling of safety in Little Elm	100%	83%	86%	88%	70%	96%	79%
	Overall quality of natural environment in Little Elm	80%	91%	80%	86%	96%	87%	92%
	Overall quality of parks and recreation opportunities	80%	95%	80%	91%	76%	61%	79%
	Overall health and wellness opportunities in Little Elm	84%	89%	76%	79%	71%	61%	58%
	Overall opportunities for education, culture, and the arts	24%	55%	53%	49%	69%	30%	10%
	Residents’ connection and engagement with their community	80%	85%	52%	61%	70%	33%	58%
Please indicate how likely or unlikely you are to do each of the following.	Recommend living in Little Elm to someone who asks	100%	95%	91%	96%	78%	97%	93%
	Remain in Little Elm for the next five years	84%	81%	81%	79%	78%	62%	66%
Please rate how safe or unsafe you feel:	In your neighborhood during the day	100%	92%	94%	94%	82%	100%	100%
	In Little Elm’s Lakefront District during the day	80%	98%	90%	94%	75%	97%	72%
	From property crime	80%	92%	83%	82%	78%	89%	51%
	From violent crime	80%	94%	93%	89%	78%	88%	79%
	From fire, flood, or other natural disaster	57%	82%	88%	82%	74%	95%	83%
Please rate the job you feel the Little Elm community does at each of the following.	Making all residents feel welcome	100%	91%	73%	85%	78%	55%	64%

Please rate the job you feel the Little Elm community does at each of the following.	Attracting people from diverse backgrounds	60%	87%	74%	72%	55%	83%	65%
	Valuing/respecting residents from diverse backgrounds	70%	83%	72%	83%	73%	68%	71%
	Taking care of vulnerable residents (elderly, disabled, homeless, etc.)	67%	85%	67%	72%	69%	62%	67%
Please rate each of the following in the Little Elm community.	Overall quality of business and service establishments in Little Elm	47%	85%	76%	65%	78%	78%	58%
	Variety of business and service establishments in Little Elm	39%	63%	57%	55%	59%	37%	28%
	Vibrancy of Lakefront District	56%	79%	70%	75%	75%	77%	75%
	Employment opportunities	28%	40%	58%	32%	27%	40%	50%
	Shopping opportunities	17%	34%	40%	38%	43%	45%	8%
	Cost of living in Little Elm	49%	68%	56%	69%	38%	56%	66%
	Overall image or reputation of Little Elm	80%	88%	78%	76%	70%	56%	76%
Please also rate each of the following in the Little Elm community.	Traffic flow on major streets	57%	58%	61%	64%	62%	20%	17%
	Ease of public parking	61%	84%	84%	81%	73%	43%	74%
	Ease of travel by car in Little Elm	85%	78%	82%	88%	75%	41%	17%
	Ease of travel by bicycle in Little Elm	58%	78%	59%	61%	49%	34%	34%
	Ease of walking in Little Elm	50%	86%	68%	73%	71%	60%	55%
	Well-planned residential growth	61%	86%	54%	76%	69%	36%	58%
	Well-planned commercial growth	30%	71%	43%	66%	63%	31%	0%
	Well-designed neighborhoods	61%	80%	59%	76%	78%	54%	76%
	Preservation of the cultural character of the community	40%	76%	55%	74%	59%	51%	90%
	Public places where people want to spend time	47%	82%	61%	66%	64%	55%	61%
	Variety of housing options	40%	78%	60%	77%	52%	59%	51%
	Availability of affordable quality housing	40%	72%	42%	71%	65%	62%	76%
	Overall quality of new development in Little Elm	48%	85%	64%	77%	96%	52%	66%
	Overall appearance of Little Elm	71%	87%	76%	86%	78%	81%	73%
	Cleanliness of Little Elm	64%	90%	79%	86%	77%	72%	78%
	Water resources (beaches, lakes, ponds, riverways, etc.)	80%	89%	89%	98%	70%	69%	90%
	Air quality	64%	92%	85%	94%	60%	73%	93%
	Availability of paths and walking trails	92%	93%	78%	81%	70%	84%	69%
	Fitness opportunities (including exercise classes and paths or trails, etc.)	80%	96%	78%	80%	78%	79%	61%
	Recreational opportunities	80%	92%	68%	78%	64%	37%	69%
	Availability of affordable quality food	47%	84%	65%	71%	70%	57%	79%
	Availability of affordable quality health care	24%	71%	54%	59%	71%	42%	25%
	Availability of preventive health services	43%	66%	62%	59%	59%	31%	50%

Please also rate each of the following in the Little Elm community.	Availability of affordable quality mental health care	23%	57%	50%	35%	55%	42%	34%
	Opportunities to attend cultural/arts/music activities	61%	54%	42%	39%	58%	19%	12%
	Community support for the arts	56%	57%	39%	41%	65%	15%	75%
	Availability of affordable quality childcare/preschool	32%	72%	39%	67%	57%	39%	67%
	K-12 education	49%	79%	58%	71%	60%	45%	64%
	Adult educational opportunities	38%	63%	29%	39%	51%	21%	60%
	Sense of civic/community pride	70%	87%	61%	75%	70%	37%	71%
	Neighborliness of residents in Little Elm	100%	86%	57%	66%	73%	46%	74%
	Opportunities to participate in social events and activities	100%	79%	50%	54%	67%	37%	56%
	Opportunities to attend special events and festivals	87%	80%	66%	55%	58%	30%	67%
	Opportunities to volunteer	74%	72%	50%	56%	40%	25%	76%
	Opportunities to participate in community matters	57%	84%	47%	65%	73%	41%	76%
	Openness and acceptance of the community toward people of diverse backgrounds	63%	85%	65%	72%	73%	47%	81%
Please indicate whether or not you have done each of the following in the last 12 months.	Contacted the Town of Little Elm (in-person, phone, email, web or social media) for help or information	68%	44%	27%	48%	49%	46%	63%
	Contacted Little Elm elected officials (in-person, phone, email web, or social media) to express your opinion	55%	17%	5%	17%	34%	1%	0%
	Attended a local public meeting (of local elected officials like City Council or County Commissioners, advisory boards, town h..	26%	16%	15%	12%	45%	14%	14%
	Watched (online or on television) a local public meeting	17%	19%	13%	7%	31%	14%	0%
	Volunteered your time to some group/activity in Little Elm	32%	28%	16%	12%	19%	5%	21%
	Campaigned or advocated for a local issue, cause, or candidate	0%	23%	13%	8%	31%	6%	0%
	Voted in your most recent local election	80%	80%	66%	84%	82%	42%	86%
	Used ride-share services instead of driving	0%	23%	16%	17%	21%	29%	41%
	Carpooled with other adults or children instead of driving alone	16%	47%	22%	30%	46%	9%	28%
	Walked or biked instead of driving	61%	67%	52%	53%	77%	39%	48%
Please rate the quality of each of the following services in Little Elm.	Public information services	39%	82%	68%	87%	78%	52%	90%
	Economic development	60%	66%	63%	82%	74%	24%	82%
	Traffic enforcement	69%	59%	68%	76%	76%	12%	31%
	Traffic signal timing	84%	44%	60%	62%	75%	24%	30%
	Street repair	56%	75%	60%	67%	70%	51%	78%
	Street cleaning	74%	82%	71%	78%	77%	58%	78%
	Street lighting	64%	53%	63%	71%	70%	51%	54%
	Sidewalk maintenance	62%	73%	51%	73%	70%	67%	85%
	Land use, planning, and zoning	50%	61%	61%	69%	59%	31%	31%
	Code enforcement (weeds, abandoned buildings, etc.)	40%	58%	57%	73%	77%	53%	78%



Please rate the quality of each of the following services in Little Elm.	Affordable high-speed internet access	35%	46%	39%	54%	54%	62%	75%
	Garbage collection	84%	90%	79%	89%	100%	63%	59%
	Drinking water	32%	85%	76%	85%	78%	62%	100%
	Sewer services	72%	88%	79%	83%	100%	54%	100%
	Storm water management (storm drainage, dams, levees, etc.)	70%	88%	73%	86%	100%	51%	83%
	Power (electric and/or gas) utility	74%	82%	66%	70%	78%	54%	60%
	Utility billing	64%	79%	61%	71%	78%	67%	68%
	Police services	80%	87%	85%	93%	76%	67%	81%
	Crime prevention	90%	86%	84%	84%	68%	55%	69%
	Animal control	100%	91%	67%	89%	51%	46%	78%
	Ambulance or emergency medical services	100%	98%	91%	92%	66%	68%	100%
	Fire services	100%	99%	88%	96%	52%	65%	100%
	Fire prevention and education	100%	83%	75%	89%	60%	32%	100%
	Emergency preparedness (services that prepare the community for natural disasters or other emergency situations)	75%	74%	67%	73%	69%	36%	67%
	Preservation of natural areas (open space, farmlands, and greenbelts)	47%	89%	65%	77%	77%	46%	81%
	Little Elm open space	56%	88%	68%	71%	78%	46%	80%
	Recycling	76%	94%	77%	83%	76%	61%	73%
	Yard waste pick-up	76%	79%	67%	86%	31%	43%	71%
	Town parks	71%	93%	77%	88%	71%	59%	90%
	Recreation programs or classes	87%	86%	66%	82%	49%	35%	100%
	Recreation centers or facilities	72%	89%	66%	80%	70%	50%	100%
	Health services	18%	79%	64%	74%	74%	48%	100%
	Public library services	70%	81%	74%	75%	62%	37%	50%
	Overall customer service by Little Elm employees (police, receptionists, planners, etc.)	78%	78%	76%	90%	73%	53%	93%
Please rate the following categories of Little Elm government performance.	The value of services for the taxes paid to Little Elm	50%	59%	45%	73%	70%	43%	72%
	The overall direction that Little Elm is taking	50%	82%	79%	83%	69%	50%	64%
	The job Little Elm government does at welcoming resident involvement	62%	66%	49%	60%	55%	37%	11%
	Overall confidence in Little Elm government	80%	68%	66%	74%	68%	55%	45%
	Generally acting in the best interest of the community	70%	77%	70%	78%	76%	51%	45%
	Being honest	51%	78%	68%	75%	75%	47%	45%
	Being open and transparent to the public	63%	68%	66%	71%	68%	33%	45%
	Informing residents about issues facing the community	30%	60%	58%	69%	76%	36%	78%
	Treating all residents fairly	100%	75%	67%	77%	76%	56%	45%

Please rate the following categories of Little Elm government performance.	Treating residents with respect	100%	78%	68%	78%	76%	56%	45%
Overall, how would you rate the quality of the services provided by each of the following?	The Town of Little Elm	64%	80%	79%	88%	78%	66%	100%
	The Federal Government	33%	25%	48%	58%	75%	33%	34%
Please rate how important, if at all, you think it is for the Little Elm community to focus on each of the following in the coming two years.	Overall economic health of Little Elm	80%	87%	92%	99%	100%	97%	100%
	Overall quality of the transportation system (auto, bicycle, foot) in Little Elm	71%	72%	81%	79%	95%	84%	86%
	Overall design or layout of Little Elm's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	100%	88%	90%	80%	66%	98%	73%
	Overall quality of the utility infrastructure in Little Elm (water, sewer, storm water)	100%	97%	96%	89%	100%	98%	100%
	Overall feeling of safety in Little Elm	100%	69%	96%	95%	100%	99%	100%
	Overall quality of natural environment in Little Elm	100%	87%	94%	88%	92%	92%	85%
	Overall quality of parks and recreation opportunities	100%	82%	89%	93%	86%	88%	92%
	Overall health and wellness opportunities in Little Elm	56%	50%	78%	75%	92%	88%	55%
	Overall opportunities for education, culture, and the arts	56%	62%	72%	76%	86%	89%	71%
	Residents' connection and engagement with their community	63%	73%	74%	69%	85%	85%	73%
In general, how many times do you:	Access the internet from your home using a computer, laptop, or tablet computer	100%	98%	100%	100%	100%	100%	100%
	Access the internet from your cell phone	80%	98%	97%	96%	100%	98%	100%
	Visit social media sites such as Facebook, Twitter, Nextdoor, etc.	80%	84%	94%	93%	100%	79%	97%
	Use or check email	100%	99%	95%	99%	100%	100%	100%
	Share your opinions online	47%	59%	52%	34%	42%	50%	7%
	Shop online	85%	58%	74%	78%	85%	71%	35%
	Please rate your overall health.	100%	80%	69%	77%	100%	95%	100%
	What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact wi..	16%	29%	50%	42%	53%	34%	63%

### Statistical significance thresholds

Below you may select a demographic to find the thresholds for statistically significant differences between groups (i.e. the minimum difference between groups to be considered statistically significant based on the sample sizes). Use the drop down menu to the right to select demographic dimensions. If there were no responses within a specific demographic option, that option will not appear in the dashboard.

Area

	District 1	District 2	District 3	District 4	District 5	District 6	District 7
District 1		34%	34%	34%	42%	37%	44%
District 2	34%		15%	15%	29%	20%	31%
District 3	34%	15%		15%	29%	20%	31%
District 4	34%	15%	15%		29%	20%	31%
District 5	42%	29%	29%	29%		32%	40%
District 6	37%	20%	20%	20%	32%		34%
District 7	44%	31%	31%	31%	40%	34%	

## Methods (open participation)






































As part of its participation in The National Community Survey™ (The NCS™), the Town of Little Elm conducted a survey of 2,700 residents. Survey invitations were mailed to randomly selected households and data were collected from February 17, 2021 to April 14, 2021. The results from this main survey effort represent the most robust estimate of your residents' opinions.

After the above data collection period was underway, a link to an online open participation survey was publicized by the Town of Little Elm. The open participation survey was identical to the probability sample survey with two small updates; it included a map at the beginning asking where the respondent lives and also a question about where they heard about the survey. The open participation survey was open to all town residents and became available on March 31, 2021. The survey remained open for two weeks and there were 86 responses.

The open participation survey data were not collected through a random sample and it is unknown who in the community was aware of the survey; therefore, a level of confidence in the representativeness of the sample cannot be estimated. Due to limited response, the results were not statistically weighted.











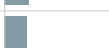
## Open participation survey results

This dashboard contains a complete set of responses to each question on the open participation survey. By default, "don't know" responses are excluded, but may be added to the table using the response filter to the right. When a table for a question that only permitted a single response does not total to exactly 100%, it is due to the common practice of percentages being rounded to the nearest whole number.

	Using the map above as a reference, please indicate the area in which you reside in Little Elm.	Area 1	
		Area 2	
		Area 3	
		Area 4	
		Area 5	
		Area 6	
		Area 7	
<b>Please rate each of the following aspects of quality of life in Little Elm.</b>	Little Elm as a place to live	Excellent	
		Good	
		Fair	
	Your neighborhood as a place to live	Excellent	
		Good	
		Fair	
		Poor	
	Little Elm as a place to raise children	Excellent	
		Good	
		Fair	
		Poor	
	Little Elm as a place to work	Excellent	
		Good	
		Fair	
		Poor	
	Little Elm as a place to visit	Excellent	
		Good	
		Fair	
		Poor	
	Little Elm as a place to retire	Excellent	
		Good	
		Fair	
		Poor	
	The overall quality of life in Little Elm	Excellent	
		Good	
		Fair	
	Sense of community	Excellent	
		Good	
		Fair	
		Poor	

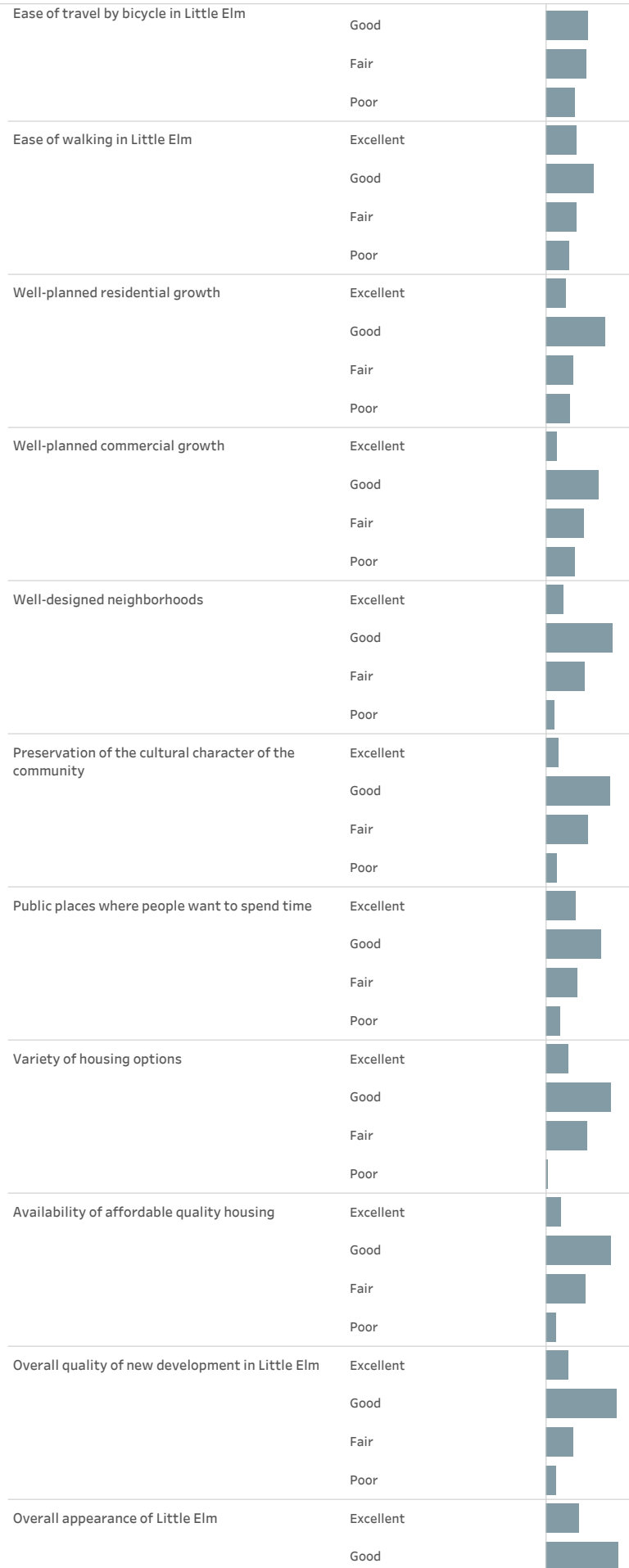
Please rate each of the following characteristics as they relate to Little Elm as a whole.	Overall economic health of Little Elm	Excellent	<div></div>
		Good	<div></div>
		Fair	<div></div>
		Poor	<div></div>
	Overall quality of the transportation system (auto, bicycle, foot) in Little Elm	Excellent	<div></div>
		Good	<div></div>
		Fair	<div></div>
		Poor	<div></div>
	Overall design or layout of Little Elm’s residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	Excellent	<div></div>
		Good	<div></div>
		Fair	<div></div>
		Poor	<div></div>
	Overall quality of the utility infrastructure in Little Elm (water, sewer, storm water)	Excellent	<div></div>
		Good	<div></div>
		Fair	<div></div>
		Poor	<div></div>
	Overall feeling of safety in Little Elm	Excellent	<div></div>
		Good	<div></div>
		Fair	<div></div>
		Poor	<div></div>
	Overall quality of natural environment in Little Elm	Excellent	<div></div>
		Good	<div></div>
		Fair	<div></div>
		Poor	<div></div>
	Overall quality of parks and recreation opportunities	Excellent	<div></div>
		Good	<div></div>
		Fair	<div></div>
		Poor	<div></div>
	Overall health and wellness opportunities in Little Elm	Excellent	<div></div>
		Good	<div></div>
		Fair	<div></div>
		Poor	<div></div>
	Overall opportunities for education, culture, and the arts	Excellent	<div></div>
		Good	<div></div>
		Fair	<div></div>
		Poor	<div></div>
	Residents’ connection and engagement with their community	Excellent	<div></div>
		Good	<div></div>
		Fair	<div></div>
		Poor	<div></div>
Please indicate how likely or unlikely	Recommend living in Little Elm to someone who	Very likely	<div></div>

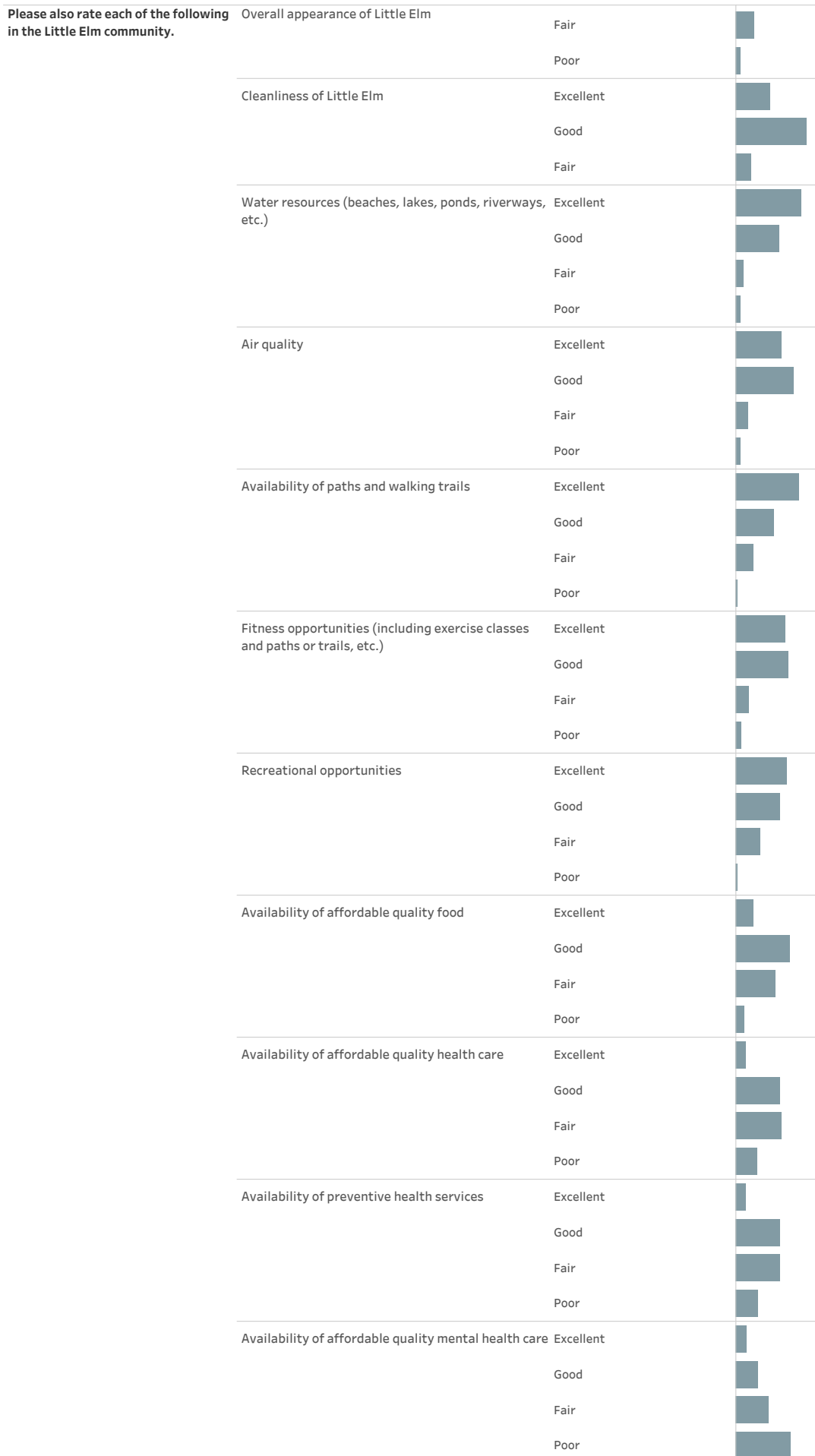
Please indicate how likely or unlikely you are to do each of the following.	Recommend living in Little Elm to someone who asks	Somewhat likely	<div></div>
		Somewhat unlikely	<div></div>
		Very unlikely	<div></div>
	Remain in Little Elm for the next five years	Very likely	<div></div>
		Somewhat likely	<div></div>
		Somewhat unlikely	<div></div>
		Very unlikely	<div></div>
Please rate how safe or unsafe you feel:	In your neighborhood during the day	Very safe	<div></div>
		Somewhat safe	<div></div>
	In Little Elm's Lakefront District during the day	Very safe	<div></div>
		Somewhat safe	<div></div>
		Neither safe nor unsafe	<div></div>
		Somewhat unsafe	<div></div>
	From property crime	Very safe	<div></div>
		Somewhat safe	<div></div>
		Neither safe nor unsafe	<div></div>
		Somewhat unsafe	<div></div>
	From violent crime	Very safe	<div></div>
		Somewhat safe	<div></div>
		Neither safe nor unsafe	<div></div>
	From fire, flood, or other natural disaster	Very safe	<div></div>
		Somewhat safe	<div></div>
		Neither safe nor unsafe	<div></div>
		Somewhat unsafe	<div></div>
		Very unsafe	<div></div>
Please rate the job you feel the Little Elm community does at each of the following.	Making all residents feel welcome	Excellent	<div></div>
		Good	<div></div>
		Fair	<div></div>
		Poor	<div></div>
	Attracting people from diverse backgrounds	Excellent	<div></div>
		Good	<div></div>
		Fair	<div></div>
		Poor	<div></div>
	Valuing/respecting residents from diverse backgrounds	Excellent	<div></div>
		Good	<div></div>
		Fair	<div></div>
		Poor	<div></div>
	Taking care of vulnerable residents (elderly, disabled, homeless, etc.)	Excellent	<div></div>
		Good	<div></div>
		Fair	<div></div>
		Poor	<div></div>

Please rate each of the following in the Little Elm community.	Overall quality of business and service establishments in Little Elm	Excellent	
		Good	
		Fair	
		Poor	
	Variety of business and service establishments in Little Elm	Excellent	
		Good	
		Fair	
		Poor	
	Vibrancy of Lakefront District	Excellent	
		Good	
		Fair	
		Poor	
	Employment opportunities	Excellent	
		Good	
		Fair	
		Poor	
	Shopping opportunities	Excellent	
		Good	
		Fair	
		Poor	
	Cost of living in Little Elm	Excellent	
		Good	
		Fair	
		Poor	
	Overall image or reputation of Little Elm	Excellent	
		Good	
		Fair	
		Poor	
Please also rate each of the following in the Little Elm community.	Traffic flow on major streets	Excellent	
		Good	
		Fair	
		Poor	
	Ease of public parking	Excellent	
		Good	
		Fair	
		Poor	
	Ease of travel by car in Little Elm	Excellent	
		Good	
		Fair	
		Poor	
	Ease of travel by bicycle in Little Elm	Excellent	

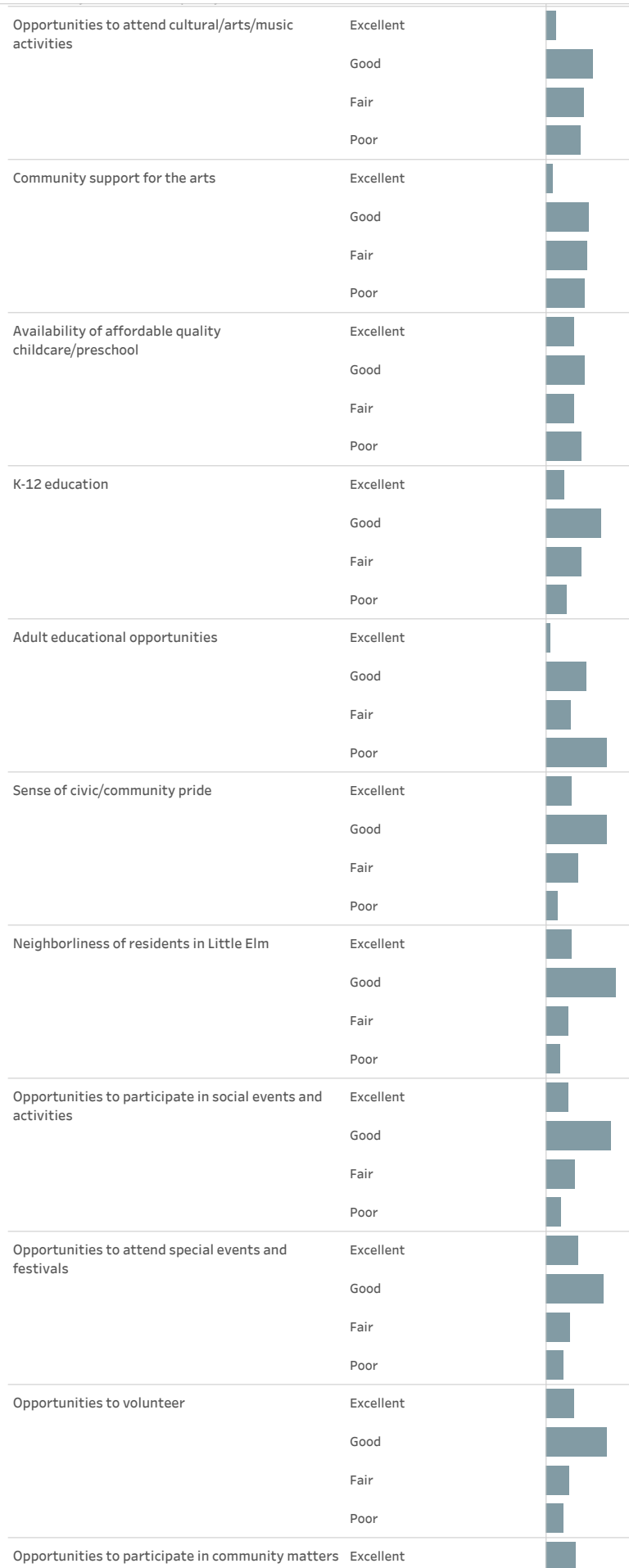


Please also rate each of the following in the Little Elm community.

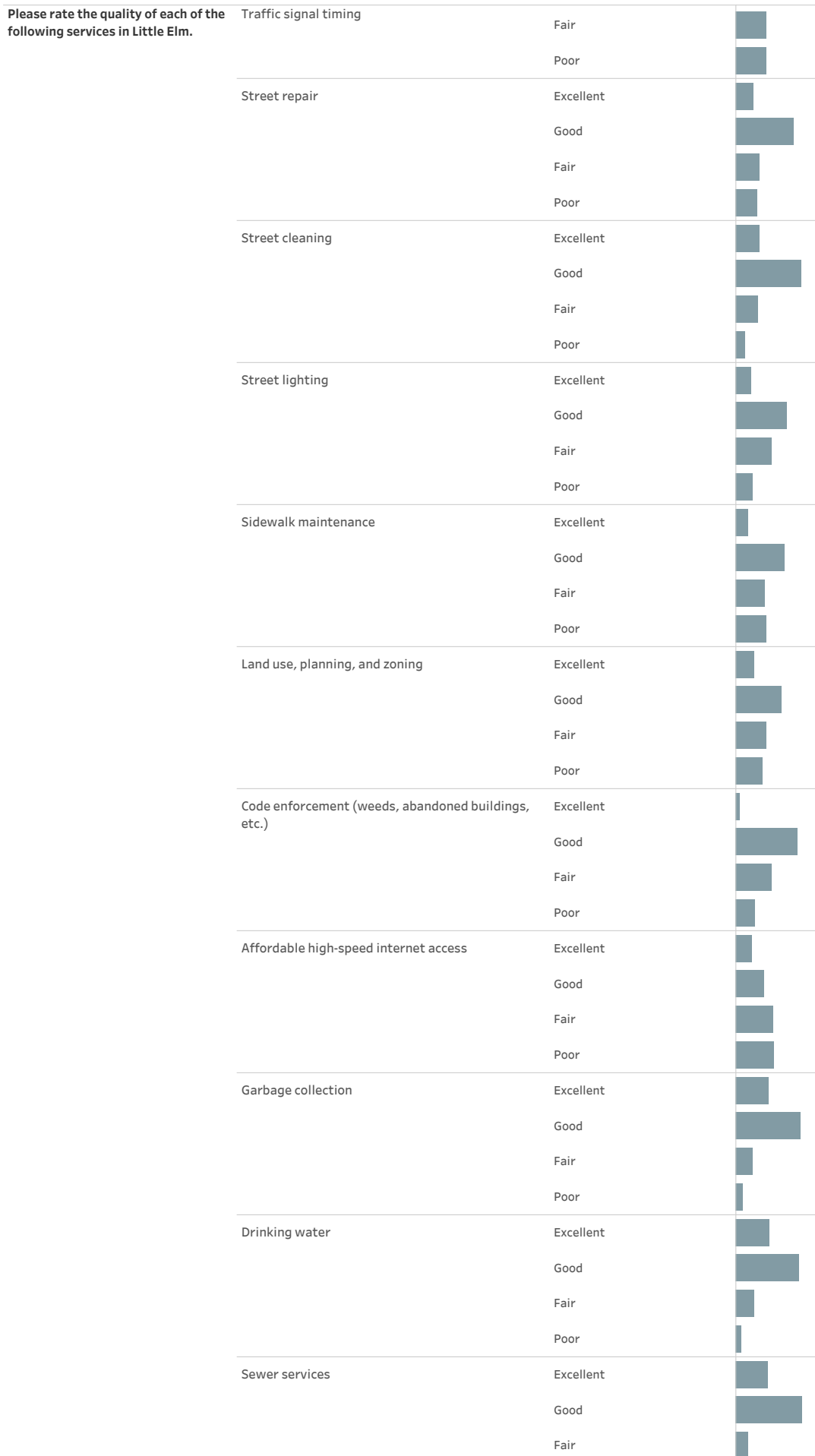











































Please also rate each of the following in the Little Elm community.

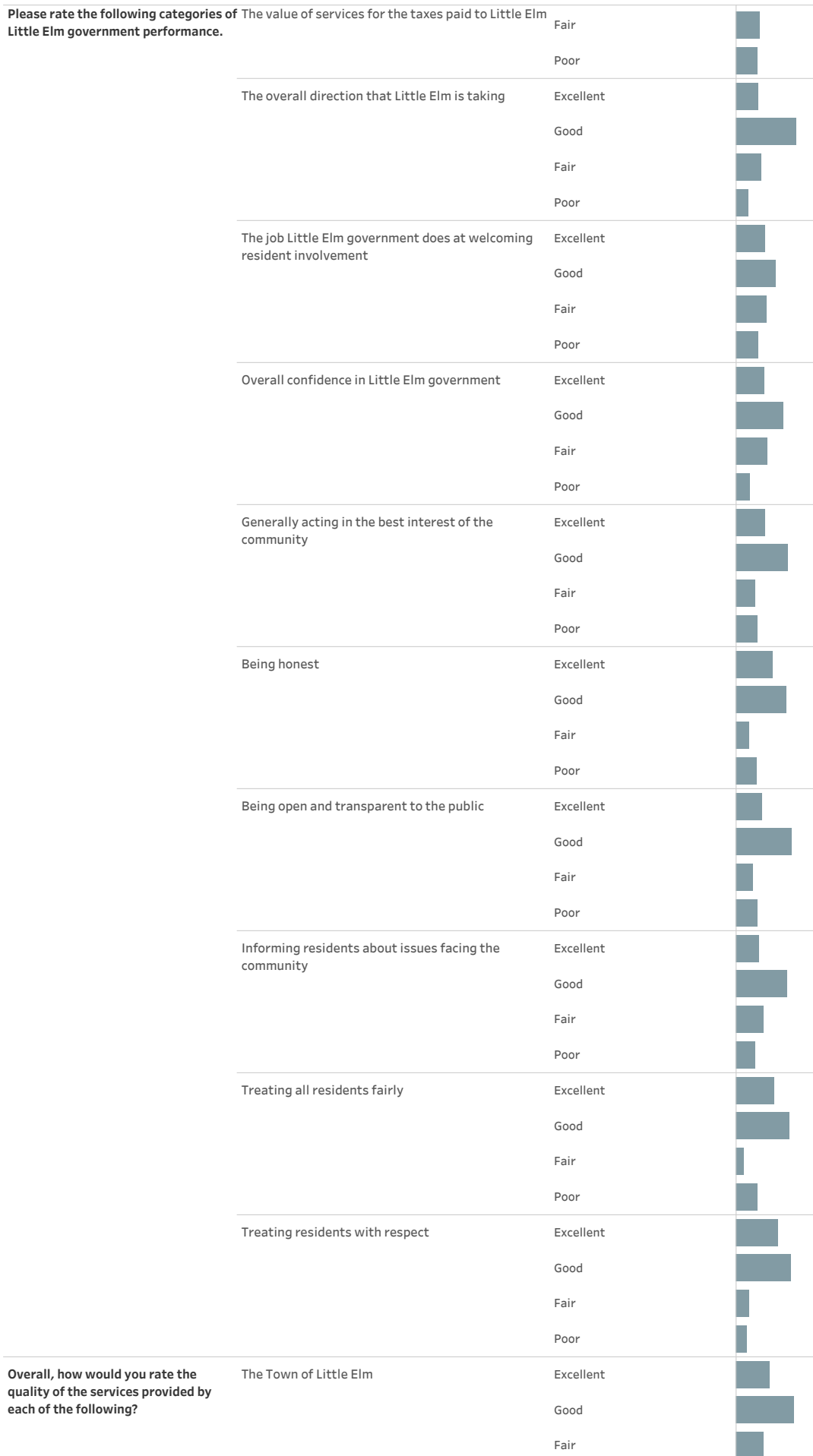


Please also rate each of the following in the Little Elm community.	Opportunities to participate in community matters	Good	<div></div>
		Fair	<div></div>
		Poor	<div></div>
	Openness and acceptance of the community toward people of diverse backgrounds	Excellent	<div></div>
		Good	<div></div>
		Fair	<div></div>
		Poor	<div></div>
	Contacted the Town of Little Elm (in-person, phone, email, web or social media) for help or information	No	<div></div>
		Yes	<div></div>
Please indicate whether or not you have done each of the following in the last 12 months.	Contacted Little Elm elected officials (in-person, phone, email web, or social media) to express your opinion	No	<div></div>
		Yes	<div></div>
	Attended a local public meeting (of local elected officials like City Council or County Commissioners, advisory boards, town halls, HOA, neighborhood w..	No	<div></div>
		Yes	<div></div>
	Watched (online or on television) a local public meeting	No	<div></div>
		Yes	<div></div>
	Volunteered your time to some group/activity in Little Elm	No	<div></div>
		Yes	<div></div>
	Campaigned or advocated for a local issue, cause, or candidate	No	<div></div>
		Yes	<div></div>
	Voted in your most recent local election	No	<div></div>
		Yes	<div></div>
	Used ride-share services instead of driving	No	<div></div>
		Yes	<div></div>
	Carpooled with other adults or children instead of driving alone	No	<div></div>
		Yes	<div></div>
	Walked or biked instead of driving	No	<div></div>
		Yes	<div></div>
Please rate the quality of each of the following services in Little Elm.	Public information services	Excellent	<div></div>
		Good	<div></div>
		Fair	<div></div>
		Poor	<div></div>
	Economic development	Excellent	<div></div>
		Good	<div></div>
		Fair	<div></div>
		Poor	<div></div>
	Traffic enforcement	Excellent	<div></div>
		Good	<div></div>
		Fair	<div></div>
		Poor	<div></div>
	Traffic signal timing	Excellent	<div></div>
		Good	<div></div>



Please rate the quality of each of the following services in Little Elm.	Sewer services	Poor	
	Storm water management (storm drainage, dams, levees, etc.)	Excellent	
		Good	
		Fair	
		Poor	
	Power (electric and/or gas) utility	Excellent	
		Good	
		Fair	
		Poor	
	Utility billing	Excellent	
		Good	
		Fair	
		Poor	
	Police services	Excellent	
		Good	
		Fair	
		Poor	
	Crime prevention	Excellent	
		Good	
		Fair	
		Poor	
	Animal control	Excellent	
		Good	
		Fair	
		Poor	
	Ambulance or emergency medical services	Excellent	
		Good	
		Fair	
		Poor	
	Fire services	Excellent	
		Good	
		Fair	
	Fire prevention and education	Excellent	
		Good	
		Fair	
		Poor	
	Emergency preparedness (services that prepare the community for natural disasters or other emergency situations)	Excellent	
		Good	
		Fair	
		Poor	
	Preservation of natural areas (open space, farmlands, and parks)	Excellent	











































Please rate the quality of each of the following services in Little Elm.	Preservation of natural areas (open space, farmlands, and greenbelts)	Good	<div></div>
		Fair	<div></div>
		Poor	<div></div>
	Little Elm open space	Excellent	<div></div>
		Good	<div></div>
		Fair	<div></div>
		Poor	<div></div>
	Recycling	Excellent	<div></div>
		Good	<div></div>
		Fair	<div></div>
		Poor	<div></div>
	Yard waste pick-up	Excellent	<div></div>
		Good	<div></div>
		Fair	<div></div>
		Poor	<div></div>
	Town parks	Excellent	<div></div>
		Good	<div></div>
		Fair	<div></div>
		Poor	<div></div>
	Recreation programs or classes	Excellent	<div></div>
		Good	<div></div>
		Fair	<div></div>
		Poor	<div></div>
	Recreation centers or facilities	Excellent	<div></div>
		Good	<div></div>
		Fair	<div></div>
		Poor	<div></div>
	Health services	Excellent	<div></div>
		Good	<div></div>
		Fair	<div></div>
		Poor	<div></div>
	Public library services	Excellent	<div></div>
		Good	<div></div>
		Fair	<div></div>
		Poor	<div></div>
Please rate the following categories of Little Elm government performance.	The value of services for the taxes paid to Little Elm	Excellent	<div></div>
		Good	<div></div>





<b>Overall, how would you rate the quality of the services provided by each of the following?</b>	The Town of Little Elm	Poor	
	The Federal Government	Excellent	
		Good	
		Fair	
		Poor	
<b>Please rate how important, if at all, you think it is for the Little Elm community to focus on each of the following in the coming two years.</b>	Overall economic health of Little Elm	Essential	
		Very important	
		Somewhat important	
	Overall quality of the transportation system (auto, bicycle, foot) in Little Elm	Essential	
		Very important	
		Somewhat important	
		Not at all important	
	Overall design or layout of Little Elm's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	Essential	
		Very important	
		Somewhat important	
		Not at all important	
	Overall quality of the utility infrastructure in Little Elm (water, sewer, storm water)	Essential	
		Very important	
		Somewhat important	
	Overall feeling of safety in Little Elm	Essential	
		Very important	
		Somewhat important	
	Overall quality of natural environment in Little Elm	Essential	
		Very important	
		Somewhat important	
		Not at all important	
	Overall quality of parks and recreation opportunities	Essential	
		Very important	
		Somewhat important	
	Overall health and wellness opportunities in Little Elm	Essential	
		Very important	
		Somewhat important	
		Not at all important	
	Overall opportunities for education, culture, and the arts	Essential	
		Very important	
		Somewhat important	
		Not at all important	
	Residents' connection and engagement with their community	Essential	
		Very important	
		Somewhat important	
		Not at all important	

In general, how many times do you:	Access the internet from your home using a computer, laptop, or tablet computer	Several times a day	
		Once a day	
		A few times a week	
		Less often or never	
	Access the internet from your cell phone	Several times a day	
		Once a day	
		A few times a week	
		Every few weeks	
	Visit social media sites such as Facebook, Twitter, Nextdoor, etc.	Several times a day	
		Once a day	
		A few times a week	
		Every few weeks	
	Use or check email	Several times a day	
		Once a day	
	Share your opinions online	Several times a day	
		Once a day	
		A few times a week	
		Every few weeks	
		Less often or never	
	Shop online	Several times a day	
		Once a day	
		A few times a week	
		Every few weeks	
	Please rate your overall health.	Excellent	
		Very good	
		Good	
		Fair	
	What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:	Very positive	
		Somewhat positive	
		Neutral	
		Somewhat negative	
		Very negative	
	How many years have you lived in Little Elm?	Less than 2 years	
		2-5 years	
		6-10 years	
		11-20 years	
		More than 20 years	
	Which best describes the building you live in?	One family house detached from any other houses	
		Building with two or more homes (duplex, townhome, apa..	
		Mobile home	
		Other	

Do you rent or own your home?	Rent	
	Own	
About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance, and homeowners' association (HOA) fees)?	\$500 to \$999	
	\$1,000 to \$1,499	
	\$1,500 to \$1,999	
	\$2,000 to \$2,499	
	\$2,500 to \$2,999	
	\$3,000 to \$3,499	
	\$3,500 or more	
Do any children 17 or under live in your household?	No	
	Yes	
Are you or any other members of your household aged 65 or older?	No	
	Yes	
How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)	Less than \$25,000	
	\$25,000 to \$49,999	
	\$50,000 to \$74,999	
	\$75,000 to \$99,999	
	\$100,000 to \$149,999	
	\$150,000 or more	
Are you Spanish, Hispanic, or Latino?	No, not Spanish, Hispanic, or Latino	
What is your race? (Mark one or more races to indicate what race you consider yourself to be.)	Asian, Asian Indian, or Pacific Islander	
	Black or African American	
	White	
	Other	
In which category is your age?	18-24 years	
	25-34 years	
	35-44 years	
	45-54 years	
	55-64 years	
	65-74 years	
	75 years or older	
What is your gender?	Female	
	Male	
How did you hear about this survey?	The Town's website	
	The Town's social media (Facebook, Twitter, Instagram,...	
	Received an email from the Town	
	In a Town newsletter or utility bill	
	In my Facebook feed	
	Saw it in a newspaper article or ad (hard copy or online)	
	Heard about it from a family member, friend or neighborhood	
	Heard about it from a business or social organization in my co..	
		

How did you hear about this survey?

Other





**Date:** 09/21/2021  
**Agenda Item #:** 6. A.  
**Department:** Administrative Services  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Kate Graham, Assistant to the Town Manager

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**AGENDA ITEM:**

Consider Action to Approve the **Minutes for the September 7, 2021, Regular Town Council Meeting.**

**DESCRIPTION:**

The minutes for the September 7, 2021, regular Town Council meeting are attached for approval.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Staff recommends approval.

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**Attachments**

Minutes- September 7, 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 SEPTEMBER 7, 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

Absent: 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; Hayden Brodowsky, Development Services Manager; Jason Shroyer, Director of Public Works; Jennette Espinosa, EDC Executive Director; Kate Graham, Assistant to the Town Manager; Kelly Wilson, Chief Financial Officer; Robert Brown, Town Attorney; Rodney Harrison, Police Chief

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

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

#### A. Invocation.

*Council Member Jeremy Lukas gave the invocation.*

#### B. Pledge to Flags.

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

*Town Manager, Matt Mueller, asked for item 6G to be removed from the Consent Agenda.*

#### 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.

***None.***

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

***None.***

2. **Presentations.**

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

***Mayor Cornelious presented a proclamation to representatives from United Way of Denton County.***

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

***Mayor Cornelious presented a proclamation to Town finance staff, declaring September 7-11 as Payroll Week.***

3. **Workshop.**

- A. **Comments from the Mayor.**

***Mayor Cornelious read a statement regarding recent events that occurred with his son for the record.***

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

***Council Member Singh asked the council to consider nominating David Terre to the Denton County Appraisal District. The nomination will be placed on the agenda for the council meeting on September 21, 2021.***

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

***Town Manager Matt Mueller gave a presentation on the Town's historic activity on US HWY 380. Town Engineer Wesley Brandon gave an update on the TxDOT plans for the upcoming expansion project.***

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.*

***Dan Blackwood of 1905 Silver Leaf Dr Little Elm, Texas gave an update on Little Elm's Friends of the Library board and challenged Town council members and staff to become members.***

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 Mayor Pro Tem Neil Blais, seconded by Council Member Tony Singh **to approve the Consent Agenda.**

**Vote:** 5 - 0 - Unanimously

- 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.**

Motion by Council Member Lisa Norman, seconded by Mayor Pro Tem Neil Blais to approve **Ordinance No. 1636 for a Boundary Adjustment with the Town of Little Elm and Lakewood Village with revisions.**



**Vote: 5 - 0 - Unanimously**

- 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:**

***Development Services Director Fred Gibbs gave an overview of the text amendments to the Zoning Ordinance in the attached presentation.***

Motion by Mayor Pro Tem Neil Blais, seconded by Council Member Lisa Norman **Open Public Hearing: 6:51 p.m.**

**Receive Public Comments: None.**

**Close Public Hearing: 6:52 p.m.**

**Take Action on Ordinance No. 1635: to approve Ordinance No. 1635**

**Vote: 5 - 0 - Unanimously**

- 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:**

*Development Services Director Fred Gibbs gave an overview of the specific use permit request. The business owner for the requested specific use permit was present and available to answer questions from council members regarding restricting smoking onsite.*

**Open Public Hearing: 6:58 p.m.**

**Receive Public Comments: None.**

**Close Public Hearing: 6:59 p.m.**

**Take Action on Ordinance No. 1634: No Action Taken.**

**Vote: 5 - 0 - Unanimously**

- 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:**

*Chief Financial Officer Kelly Wilson gave an overview of the Project and Financing Plan for Tax Increment Reinvestment Zone Number Three.*

Motion by Mayor Pro Tem Neil Blais, seconded by Council Member Tony Singh **Open Public Hearing: 7:13 p.m.**

**Receive Public Comments: None.**

**Close Public Hearing: 7:14 p.m.**

**Take Action on Ordinance 1633: to approve Ordinance No. 1633.**

**Vote: 5 - 0 - Unanimously**

- 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:

*Chief Financial Officer Kelly Wilson gave an overview of the timeline of the budget process and the calculation of the tax rate. Wilson presented a breakdown of the proposed tax rate.*

Open Public Hearing: 7:17 p.m.

Receive Public Comments: *George McCullough of 3508 Bristle Cone Dr Little Elm, Texas expressed wanting the council to lower the tax rate more than what was proposed.*

Close Public Hearing: 7:19 p.m.

**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.**

Motion by Mayor Pro Tem Neil Blais, seconded by Council Member Tony Singh *to approve 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.*

**Vote:** 5 - 0 - Unanimously

- 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.**

Motion by Council Member Lisa Norman, seconded by Council Member Tony Singh *to approve 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.*

**Vote:** 5 - 0 - Unanimously

- 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.**

Motion by Mayor Pro Tem Neil Blais, seconded by Council Member Tony Singh ***to approve 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.***

**Vote:** 5 - 0 - Unanimously

Motion by Mayor Pro Tem Neil Blais, seconded by Council Member Tony Singh ***to approve 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.***

**Vote:** 5 - 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.
- 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.

***Council entered into Executive Session at 7:29 p.m.***

**10. Reconvene into Open Session**

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

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

- Section 551.087 to discuss Economic Development.

*Council reconvened open session at 8:31 p.m. No action was taken from executive session.*

11. Adjourn.

*Meeting adjourned at 8:32 p.m.*

Respectfully,

**Kate Graham**  
Acting Town Secretary

Passed and Approved this 21st day of September 2021



**Date:** 09/21/2021  
**Agenda Item #:** 6. B.  
**Department:** Development Services  
**Strategic Goal:** Promote and expand Little Elm's identity  
**Staff Contact:** Fred Gibbs, Director of Development Services

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**AGENDA ITEM:**

Consider Action to Approve **Proposed Text Amendments to Chapter 26 (Businesses and Business Regulations) by Amending Article IV, Division 1, Section 26-91 (Definitions) and Adding Section 26-128 (Food Trucks) under Division 3, in Order to Establish Requirements and Regulations for Food Truck Operations Within the Town.**

**DESCRIPTION:**

Currently, food trucks have been allowed as part of Special Events permitting, which are limited on an annual basis. Due to growing popularity of food trucks, there was expressed desire for the Town to become more food truck friendly and incorporate a permitting process for food truck operations, outside of the Special Events permitting process. With this guidance, working in coordination with the Economic Development Corporation (EDC), Staff evaluated ordinances of surrounding municipalities that are currently regulating food trucks and established a permitting process most suitable for the Town of Little Elm.

Staff is proposing to incorporate this new permitting process under Chapter 26 (Businesses and Business Regulations), Article IV (Food and Food Permitting) by creating Section 26-128 (Food Trucks), under Division 3, to officially establish the permitting process, requirements, and regulations for food truck operations, as well as by amending Division 1, Section 26-91 (Definitions) in order to include terminology relevant to such operations.

The newly created definition for food trucks is as follows:

Food Truck – A vehicle-mounted, self-contained food establishment, or a food establishment pulled behind a vehicle, that maintains a fully operational cooking and prep area, provides food and/or alcohol service operation from a real property, is designed to be readily movable (including catering trucks, but excluding mobile units and stationary food vendors) and is used to prepare, store, display, serve and sell food and/or alcohol. Food trucks must completely retain their mobility at all times.

Per the new food truck permitting process, a food truck would be allowed to operate outside of Special Events, through an approved food truck temporary site, on private or EDC-owned

property, but would still be required to obtain a bi-annual food establishment permit, and pass all necessary health inspections. In order to operate within the Town, a food truck would be required to work with a host business, who takes on the responsibility of acting as point-of-sale for a food truck to collect sales tax and remit to the Town, as well as coordinating permit registration and ensuring the food truck operation complies with all regulations.

Food trucks coordinated through a Home Owners Association, when hosted within their own common areas, will continue to operate as they are currently, through obtaining a special event permit instead of a food truck permit.

Permitting process:

1. **Host business registration.** The host business would be required to register with the Town through the online contractor registration portal by providing their contact information, physical address, Certificate of Occupancy, and food establishment permit number.
2. **Application.** Once registered, the host business would be able to apply through the online permitting portal for a bi-annual food truck permit, for each individual food truck separately, by providing the food truck operator name and contact information, food truck license plate, food truck food establishment permit number (health permit), food truck hours of operation, a site plan showing the proposed location and a completed food truck permit checklist. The proposed application fee is \$50.00.
3. **Review.** If the proposed food truck operation is in compliance with all the requirements and their food establishment permit is up to date, the permit will be issued.
4. **Permit.** The host business would then be able to print the approved food truck permit certificate through their online portal and provide it to the food truck operator. The certificate must be displayed on the food truck, in a visible location, at all times during its operation.

The attached exhibits outline the text amendments and newly created food truck section in more detail.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Staff recommend the Town Council review the proposed text amendments, discuss, and take appropriate action.

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**Attachments**

Ordinance No. 1630 - Sec. 26-128 Food Trucks  
Amended Sec. 26-91. Definitions  
Sec. 26-128. Food Trucks  
Food Truck Permit Checklist

**TOWN OF LITTLE ELM**

**ORDINANCE NO. 1630**

**AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING CHAPTER 26, "BUSINESSES AND BUSINESS REGULATIONS," OF THE CODE OF ORDINANCES OF THE TOWN OF LITTLE ELM, BY AMENDING ARTICLE IV – FOOD AND FOOD PERMITS, DIVISION 1, SECTION 26-91 – DEFINITIONS AND ESTABLISHING SECTION 26-128 - FOOD TRUCKS, UNDER DIVISION 3; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHERE AS**, 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

**WHERE AS**, the Town Council of the Town of Little Elm deems it to be in the best interest of the citizens of the Town of Little Elm to protect their health, safety and welfare by amending the Businesses and Business Regulations Ordinance; and

**WHERE AS**, current local conditions require additional standards in regard to food truck operations within the Town; and

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

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

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

**SECTION 2. AMENDMENT AND ADOPTION.** From and after the effective date of this ordinance, Chapter 26 - Businesses and Business Regulations, Article IV - Food and Food Permits of the Code of Ordinances of the Town of Little Elm, Texas, is hereby amended to read as follows:

- a. Division 1, Section 26-91 - Definitions shall be amended to include the following new definitions:



**Sec. 26-91. - Definitions.**

*Food Truck* – A vehicle-mounted, self-contained food establishment, or a food establishment pulled behind a vehicle, that maintains a fully operational cooking and prep area, provides food and/or alcohol service operation from a real property, is designed to be readily movable (including catering trucks, but excluding mobile units and stationary food vendors) and is used to prepare, store, display, serve and sell food and/or alcohol. Food trucks must completely retain their mobility at all times.

*Food Truck Coordinator* – A business entity that specifically serves as a coordinator between temporary site owner, food truck operator, and the Town of Little Elm. Coordinator must have a commercial/commissary kitchen and an agreement with EDC to assist food trucks in compliance with sales tax requirements.

*Food Truck Temporary Site* – An improved, developed site within the town that meets the requirements for business operations of food trucks on a temporary basis and limited duration (excluding park property owned by the town, but inclusive of property owned by the Little Elm Economic Development Corporation).

*Food Truck Operator* – The owner and/or operator of a food truck.

*Host Business* – A brick and mortar business that possesses a Certificate of Occupancy for a permanent use within the town, either for a food establishment or a food truck coordinator. Host business takes on the responsibility of acting as point-of-sale for a food truck to collect sales tax and remit to the town, as well as coordinating permit registration for each food truck to be hosted through said business host.

*Mobile Unit*: A vehicle-mounted food establishment, or a food establishment pulled behind a vehicle, so as to be readily movable, used to store, display, serve or sell prepackaged food and operates on-the-move, following a route plan (such as an ice cream truck). A mobile unit will be required to obtain a food truck permit if it operates as part of a food truck event on a food truck temporary site.

*Temporary Site Owner* – The real property owner or owner's authorized designee of a property, tract, parcel or land within the town which is to be used as a food truck temporary site.

- b. Section 26-128 - Food Trucks is hereby established under Division 3, and shall read as follows:

**Sec. 26-128. – Food Trucks.**

- (a) *Permits required.*

1. A host business is required to register with the town on an annual basis in order to be eligible to host a food truck operation within the town.
2. A host business is responsible for and required to obtain a biannual permit from the town, for the operation of each individual food truck on a food truck temporary site (food truck permit is not to be considerate as a special event permit).
  - a. Date stamped picture of the actual food truck.
  - b. A site plan of the proposed food truck temporary site, showing the proposed location of a food truck, or food trucks, within the context of the existing site shall be provided; must show property lines, setbacks, existing structures, parking requirements, utilities, fire lanes and easements, as well as shared parking locations across adjacent property lines, if applicable).
  - c. Proposed dates and hours of operation must be provided upon application.
3. All food trucks serving food within the town must have a food establishment permit, a physical copy of which must be kept in the food truck at all times. The permit must bear the name of the registered owner of the truck and truck license plate number.
4. Permits are subject to revocation pursuant to [Section 26-107](#). If a permit is revoked, the permit holder has the right to appeal in accordance with the provisions of [Section 26-107](#) and other applicable provisions of this article.

(b) *Exemptions.*

1. The regulations in this section shall not apply to food truck operations when such operations are:
  - a. Conducted by a school, church, or nonprofit organization on property owned by the said school, church, or nonprofit organization;
  - b. Conducted during a special event permitted under another town ordinance;
    - i. Food trucks coordinated through a Home Owners Association, when hosted within their own common areas, must obtain a special event permit instead of a food truck permit.
  - c. Conducted during a town-sponsored or -partnered event; or

- d. In coordination and as approved by the Parks and Recreation Department on park property.

(c) *Food Truck Temporary Site.*

1. It shall be unlawful for a person to operate a food truck temporary site without first having obtained approval of a site plan as part of a food truck permit.
2. A food truck temporary site requires a host business. The application shall indicate the host business and be signed by the host business' authorized representative.
3. A food truck temporary site owner shall first obtain all required permits and approvals necessary for the operation of the food truck temporary site.

(d) *Site and location criteria.*

1. Food trucks shall not be parked on unimproved surfaces, or in required parking spaces, fire lanes, dedicated easements, drive aisles, or other vehicular or pedestrian access ways.
2. Food trucks shall be:
  - a. Outside of required setback lines, as established by the Zoning Ordinance
  - b. At least 10 feet from interior property lines
  - c. At least 10 feet from any permanent structure, other Food Truck, or other vehicle
  - d. At least 15 feet from fire hydrants
  - e. At least five (5) feet from any utility box or ADA accessibility ramp
3. Unless coordinated through a Home Owners Association, food trucks shall not be located within 50 feet of a single-family dwelling unit. This measurement shall be taken from the property line of the dwelling unit to the closest point of the food truck temporary site.
4. Parking. Off-street parking shall be provided and maintained in accordance with Chapter 106 (Zoning Ordinance) to accommodate any existing uses on site. Overflow parking on adjacent properties shall be permitted only with the written consent of the adjacent property owner or owner's authorized representative.

Verified complaints of parking problems will result in denial of future food truck temporary site requests.

(e) *Other requirements.*

1. Operations.

- a. All transactions shall occur from the food truck.
- b. A food truck shall be permitted to operate only between the hours of 8am and 10pm (inclusive of set up and break down).
- c. Food trucks shall remain on wheels and drivable at all times.

2. Vehicles, generators, and other equipment shall be maintained so as to be in operable condition at all times, as well as up-to-date and in compliance with all relevant state registrations.

3. Exterior. Durable exterior-grade finishes and decorations shall be utilized for all exterior materials on the food truck and shall be maintained in accordance with minimum property, structural and health standards.

4. Signage. All signage and identification for the mobile food establishment shall be on or attached to the vehicle. Menu items may be displayed on sandwich boards which are not attached to the vehicle.

5. Refuse and Environment

- a. Provisions for containment and removal of refuse shall be reflected, reviewed and approved as part of the site plan process.
- b. No trash or grease shall be left at the site after the departure of the food truck, except in existing on-site containers specifically designed for such waste.
- c. Food truck operators and temporary site owners are responsible for mitigation of all environmental impacts, including best management practices of illicit discharge elimination.

(f) *Penalty.* A person commits an offense if the person violates the provisions of this article, or interferes with the director in the exercise of his or her duties under this section. Notwithstanding any provisions contained herein to the contrary, the director is hereby granted the authority to issue immediate citations to persons violating any provision of this article in the director's presence.

(g) *Responsible person.* If the owner, manager, person in charge at the time of inspection, or other responsible party of a permitted food truck temporary site is found to have violated any provisions of this section, a citation may be issued.

(h) The Director of Development Services shall have the discretionary authority to consider and approve exceptions to any of the requirements listed in this section based on compelling evidence of hardship on a case-by-case basis.

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

**SECTION 5. SEVERABILITY.** The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the Town Council of the Town of Little Elm, Texas hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

**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 17<sup>th</sup> day of August, 2021.

**The Town of Little Elm, Texas**

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Curtis Cornelious, Mayor

ATTEST:

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Caitlan Biggs, Town Secretary

**ATTACHMENT – AMENDED AND NEW SECTIONS OF THE BUSINESSES AND  
BUSINESS REGULATIONS ORDINANCE.**

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## Sec. 26-91. Definitions.

The following words and terms, when used in this article, shall have the following meanings unless the context clearly indicates otherwise:

*Beverage:* A liquid for drinking, including water.

*Child care center:* Any facility licensed by the regulatory authority to receive 13 or more children for child care and that prepares food for on-site consumption.

*Commissary:* A catering establishment, restaurant or any other place in which food, food containers, or food supplies are kept, handled, prepared, packaged or stored. Commissary shall not mean a residential kitchen, but constitutes a commercial food service operation that is operated and maintained pursuant to state rules and regulations.

*Comminuted:* Reduced in size by methods including chopping, flaking, grinding or mincing. The term includes fish or meat products that are reduced in size and restructured or reformulated such as gefilte fish, gyros, ground beef and sausage; and a mixture of two or more types of meat that have been reduced in size and combined, such as sausages made from two or more meats.

*Consumer:* A person who is a member of the public, takes possession of food, is not functioning in the capacity of an operator of a food establishment or food processing plant, and does not offer the food for resale.

*Critical violations:* Critical items as defined on the food service establishment inspection report, distributed by the Texas Department of State Health Services, with a demerit weight of four or five and requiring immediate attention.

*Director of planning and development or director:* The director of planning and development of the town or the director's designated official.

*Drinking water:* Water that meets the standards of 30 Texas Administrative Code, Sections 290.101-290.121 (relating to Drinking Water Standards Governing Drinking Water Quality and Reporting Requirements for Public Water Systems). The term is traditionally known as "potable water" and includes the term "water" except where the term connotes that the water is not potable, such as "boiler", "mop water," "rain," or "waste" water, and "nondrinking" water.

*Extensive remodeling:* The remodeling of a 20 percent or greater area of a food establishment, which necessitates obtaining a permit prior to performing any remodeling.

*Follow-up inspection:* Any inspection, other than a routine inspection or full follow-up re-inspection, of a permitted food establishment, after notice has been given to the establishment to correct a violation, conducted to document that the violation has been corrected.

*Food:* Raw, cooked or processed edible substance, ice, beverage or ingredient used or intended for use or for sale in whole or in part for human consumption.

*Food-borne illness:* Diseases, usually either infectious or toxic in nature, caused by agents that enter the body through the ingestion of food.

*Food-contact surface:* A surface of equipment or utensil with which food normally comes into contact; or a surface of equipment or utensil from which food may drain, drip, or splash into a food, or onto a surface normally in contact with food.

*Food establishment or establishment:* A restaurant, cafe, dining room, grocery store, meat market, soft drink stand, hamburger stand, ice cream wagon, commissary, day care center or any place where food or drink for human consumption is offered for sale, given in exchange or given away, including temporary food establishments and mobile units. The term includes an element of the operation such as a transportation vehicle or a central

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preparation facility that supplies a vending location or satellite feeding location unless the vending or feeding location is permitted by the regulatory authority; a restaurant; a grocery store; an operation that is conducted in a mobile, roadside, stationary, temporary, or permanent facility where consumption is on or off the premises; and regardless of whether there is a charge for the food.

The term does not include the following operations and establishments, provided that the operations do not expose the public to a substantial and imminent health hazard as determined by the town health officer:

- (1) An establishment that offers only prepackaged foods that are not potentially hazardous; a produce stand that only offers whole, uncut fresh fruits and vegetables; a food processing plant; a kitchen in a private home if only food that is not potentially hazardous is prepared for sale or service at a function, such as a religious or charitable organization's bake sale; a bed and breakfast limited facility as defined in these rules; or a private home.
- (2) An organization that serves only its own membership and immediate guests or other structured groups of persons who gather occasionally for fellowship and society that provide the food from amongst their membership;
- (3) The sale, distribution or service of food at an event, party or other special gathering that is not open to persons other than the members or invited guests of the sponsor, provided that there is no public advertisement of the event, public solicitation of funds at or for the event, or participation by the general public in the event.

*Food establishment permit or permit:* The permit issued to a food establishment to operate within the town.

*Food manager:* A person who has shown proficiency of required information through passing a test that is part of a food protection management program accredited by the Texas Department of State Health Services, pursuant to 25 Texas Administrative Code, Section 229.172, and has responded correctly to questions as they relate to specific food operations.

*Food Truck – A vehicle-mounted, self-contained food establishment, or a food establishment pulled behind a vehicle, that maintains a fully operational cooking and prep area, provides food and/or alcohol service operation from a real property, is designed to be readily movable (including catering trucks, but excluding mobile units and stationary food vendors) and is used to prepare, store, display, serve and sell food and/or alcohol. Food trucks must completely retain their mobility at all times.*

*Food Truck Coordinator – A business entity that specifically serves as a coordinator between temporary site owner, food truck operator, and the Town of Little Elm. Coordinator must have a commercial/commissary kitchen and an agreement with EDC to assist food trucks in compliance with sales tax requirements.*

*Food Truck Temporary Site – An improved, developed site within the town that meets the requirement for business operations of food trucks on a temporary basis and limited duration (excluding park property owned by the town, but inclusive of property owned by the Little Elm Economic Development Corporation).*

*Food Truck Operator – The owner and/or operator of a food truck.*

*Full follow-up re-inspection:* A complete inspection of a permitted food establishment, which takes place after a full routine inspection that resulted in a rating in which the cumulative demerit value of the establishment exceeded 30 demerits.

*Group residence:* A private or public housing corporation or institutional facility that provides living quarters and meals. The term includes a domicile for unrelated persons, such as a retirement home, correctional facility, or a long-term health care facility.

*Health code:* Refers to the Texas Food Establishments," 25 Texas Administrative Code, Sections 229.161—229.171, and 229.173—229.175, as amended.



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*Host Business* – A brick and mortar business that possesses a Certificate of Occupancy for a permanent use within the town, either for a food establishment or a food truck coordinator. Host business takes on the responsibility of acting as point-of-sale for a food truck to collect sales tax and remit to the town, as well as coordinating permit registration for each food truck to be hosted through said business host.

*Imminent health hazard:* A significant threat or danger to health that is considered to exist when there is evidence sufficient to show that a product, practice, circumstance, or event creates a situation that requires immediate correction or cessation of operation to prevent injury based on the number of potential injuries and the nature, severity, and duration of the anticipated injury.

*Law:* Federal, state and local statutes, ordinances and regulations.

*Mobile unit:* A vehicle-mounted food establishment or a food establishment pulled behind a vehicle, so as to be readily moveable, used to store, display, serve or sell packaged food and operates on-the-move, following a route plan (such as an ice cream truck). A mobile unit will be required to obtain a food truck permit if it operates as part of a food truck event on a food truck temporary site.

*Nonprofit organization:* A civic or fraternal organization, charity, lodge, association, proprietorship, or corporation possessing an Internal Revenue Code, Section 501(c)(3) exemption; or a religious organization meeting the definition of "church" under the Internal Revenue Code, Section 170(b)(1)(A)(i).

*Packaged:* Bottled, canned, cartonned, securely bagged or securely wrapped, whether packaged in a food establishment or a food processing plant. The term does not include a wrapper, carry-out box or other nondurable container used to containerize food with the purpose of facilitating food protection during service and receipt of the food by the consumer.

*Permit:* The document, issued by the regulatory authority, which authorizes a person to operate a food establishment.

*Permit holder:* The entity that is legally responsible for the operation of the food establishment such as the owner, the owner's agent, or other person; and who possesses a valid permit to operate a food establishment.

*Person:* Any individual, partnership, corporation, association or other legal entity.

*Person in charge:* The person present in a food establishment who is the apparent supervisor of the food establishment at the time of inspection. If no person is the apparent supervisor, then any employee present is the person in charge.

*Plumbing fixture:* A receptacle or device that is permanently or temporarily connected to the water distribution system of the premises and demands a supply of water from the system or discharges used water, waste materials, or sewage directly or indirectly to the drainage system of the premises.

*Plumbing system:* The water supply and distribution pipes; plumbing fixtures and traps; soil, waste, and vent pipes; sanitary and storm sewers and building drains, including their respective connections, devices, and appurtenances within the premises; and water-treating equipment.

*Potentially hazardous food:* Food that is natural or synthetic and that requires temperature control because it is in a form capable of supporting the rapid and progressive growth of infectious or toxigenic microorganisms; the growth and toxin production of clostridium botulinum; or, in raw shell eggs, the growth of salmonella enteritidis.

*Premises:* The physical facility, its contents, and the contiguous land or property under the control of the permit holder; or the physical facility, its contents, and the contiguous land or property and its facilities and contents that are under the control of the permit holder that may impact food establishment personnel, facilities, or operations, if a food establishment is only one component of a larger operation such as a health care facility, hotel, motel, school, recreational camp, or prison.

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*Public water system:* Has the meaning stated in 30 Texas Administrative Code, Sections 290.101—290.121 (relating to drinking water standards governing drinking water quality and reporting requirements for public water systems).

*Pushcart:* A non-self-propelled mobile food unit limited to serving non-potentially hazardous food or potentially hazardous foods requiring a limited amount of preparation as authorized by the regulatory authority. A pushcart is classified as a mobile food establishment.

*Ready-to-eat food:* Food that is in a form that is edible without washing, cooking, or additional preparation by the food establishment or the consumer and that is reasonably expected to be consumed in that form. The term includes unpackaged potentially hazardous food that is cooked to the temperature and time required for the specific food under 25 Texas Administrative Code, Section 229.164(k) (relating to food); raw, washed, cut fruits and vegetables; whole, raw fruits and vegetables that are presented for consumption without the need for further washing, such as at a buffet; and other food presented for consumption for which further washing or cooking is not required and from which rinds, peels, husks, or shells are removed.

*Regulatory authority:* The State of Texas and/or the town.

*Routine inspection:* An unannounced inspection conducted of a permitted food establishment to determine the compliance of the establishment with the provisions of this article.

*Rules:* The rules of the Texas Department of State Health Services, entitled "Texas Food Establishments," 25 Texas Administrative Code, Sections 229.161—229.171, and 229.173—229.175, as amended.

*Sanitization:* The application of cumulative heat or chemicals on cleaned food-contact surfaces that, when evaluated for efficacy, yield a reduction of five logs, which is equal to a 99.999 percent reduction of representative disease microorganisms of public health importance.

*Sewage:* Liquid waste containing animal or vegetable matter in suspension or solution and which may include liquids containing chemicals in solution.

*Snow cone:* Snow cone and/or a snow cone-type product defined as crushed or shaved ice served in a single-use container and topped with flavored syrups.

*Special event:* Any occasion including, but not limited to, fairs, shows, exhibitions, town-wide celebrations, festivals, etc., within a specifically-defined area of the town for a period of time established by the town council.

*Stand:* Any newsstand, table bench, booth rack, handcart, pushcart, vehicle or any other fixture or device used for the display or storage of articles offered for sale by a vendor or peddler. Such stands must be located at least ten feet away from all other property lines adjacent to a street.

*Stationary cart:* A food unit that serves only pre-packaged foods or foods requiring minimal preparation or handling from a cart that remains stationary at one location.

*Supervisory personnel:* The permit holder, the individual having supervisory or management duties, and any other person working in a food establishment who may be in charge of its operation.

*Temporary food establishment:* A food establishment that operates at a fixed location for a period of time of not more than the length of time associated with a single event or celebration.

*Temporary Site Owner – The real property owner or owner's authorized designee of a property, tract, parcel or land within the town which is to be used as a food truck temporary site.*

*Town health officer:* The person(s) employed by or with whom the town has a contract to provide inspection and other services necessary for the administration and enforcement of the rules and ordinances regulating food establishments and the service and sale of food within the town.

*Vendor:* Any individual who offers for sale food, beverages, goods, merchandise, or services to be performed immediately or in the future, from a certain location, for a period of more than 15 minutes, that is not within a

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building or structure for which a certificate of occupancy is required by the town. This term shall not apply to businesses that operate from within a building or structure within the town for which a certificate of occupancy is required and also display or sell food, beverages, goods, merchandise, etc. outside.

*Vending machine:* A self-service device that, upon insertion of a coin, paper currency, token, card or key, dispenses unit servings of food in bulk or in packages without the necessity of replenishing the device between each vending operation.

(Ord. No. 776, § 3, 8-15-2006)

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## **Sec. 26-128. – Food Trucks.**

### *(a) Permits required.*

1. A host business is required to register with the town on an annual basis in order to be eligible to host a food truck operation within the town.
2. A host business is responsible for and required to obtain a biannual permit from the town, for the operation of each individual food truck on a food truck temporary site (food truck permit is not to be considerate as a special event permit).
  - a. Date stamped picture of the actual food truck.
  - b. A site plan of the proposed food truck temporary site, showing the proposed location of a food truck, or food trucks, within the context of the existing site shall be provided; must show property lines, setbacks, existing structures, parking requirements, utilities, fire lanes and easements, as well as shared parking locations across adjacent property lines, if applicable).
  - c. Proposed dates and hours of operation must be provided upon application.
3. All food trucks serving food within the town must have a food establishment permit, a physical copy of which must be kept in the food truck at all times. The permit must bear the name of the registered owner of the truck and truck license plate number.
4. Permits are subject to revocation pursuant to [Section 26-107](#). If a permit is revoked, the permit holder has the right to appeal in accordance with the provisions of [Section 26-107](#) and other applicable provisions of this article.

### *(b) Exemptions.*

1. The regulations in this section shall not apply to food truck operations when such operations are:
  - a. Conducted by a school, church, or nonprofit organization on property owned by the said school, church, or nonprofit organization;
  - b. Conducted during a special event permitted under another town ordinance;

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- i. Food trucks coordinated through a Home Owners Association, when hosted within their own common areas, must obtain a special event permit instead of a food truck permit.
  - c. Conducted during a town-sponsored or -partnered event; or
  - d. In coordination and as approved by the Parks and Recreation Department on park property.

*(c) Food Truck Temporary Site.*

- 1. It shall be unlawful for a person to operate a food truck temporary site without first having obtained approval of a site plan as part of a food truck permit.
- 2. A food truck temporary site requires a host business. The application shall indicate the host business and be signed by the host business' authorized representative.
- 3. A food truck temporary site owner shall first obtain all required permits and approvals necessary for the operation of the food truck temporary site.

*(d) Site and location criteria.*

- 1. Food trucks shall not be parked on unimproved surfaces, or in required parking spaces, fire lanes, dedicated easements, drive aisles, or other vehicular or pedestrian access ways.
- 2. Food trucks shall be:
  - a. Outside of required setback lines, as established by the Zoning Ordinance
  - b. At least 10 feet from interior property lines
  - c. At least 10 feet from any permanent structure, other Food Truck, or other vehicle
  - d. At least 15 feet from fire hydrants
  - e. At least five (5) feet from any utility box or ADA accessibility ramp
- 3. Unless coordinated through a Home Owners Association, food trucks shall not be located within 50 feet of a single-family dwelling unit. This measurement shall be taken from the property line of the dwelling unit to the closest point of the food truck temporary site.

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4. Parking. Off-street parking shall be provided and maintained in accordance with Chapter 106 (Zoning Ordinance) to accommodate any existing uses on site. Overflow parking on adjacent properties shall be permitted only with the written consent of the adjacent property owner or owner's authorized representative. Verified complaints of parking problems will result in denial of future food truck temporary site requests.

*(e) Other requirements.*

1. Operations.
  - a. All transactions shall occur from the food truck.
  - b. A food truck shall be permitted to operate only between the hours of 8am and 10pm (inclusive of set up and break down).
  - c. Food trucks shall remain on wheels and drivable at all times.
2. Vehicles, generators, and other equipment shall be maintained so as to be in operable condition at all times, as well as up-to-date and in compliance with all relevant state registrations.
3. Exterior. Durable exterior-grade finishes and decorations shall be utilized for all exterior materials on the food truck and shall be maintained in accordance with minimum property, structural and health standards.
4. Signage. All signage and identification for the mobile food establishment shall be on or attached to the vehicle. Menu items may be displayed on sandwich boards which are not attached to the vehicle.
5. Refuse and Environment
  - a. Provisions for containment and removal of refuse shall be reflected, reviewed and approved as part of the site plan process.
  - b. No trash or grease shall be left at the site after the departure of the food truck, except in existing on-site containers specifically designed for such waste.
  - c. Food truck operators and temporary site owners are responsible for mitigation of all environmental impacts, including best management practices of illicit discharge elimination.

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(f) *Penalty.* A person commits an offense if the person violates the provisions of this article, or interferes with the director in the exercise of his or her duties under this section. Notwithstanding any provisions contained herein to the contrary, the director is hereby granted the authority to issue immediate citations to persons violating any provision of this article in the director's presence.

(g) *Responsible person.* If the owner, manager, person in charge at the time of inspection, or other responsible party of a permitted food truck temporary site is found to have violated any provisions of this section, a citation may be issued.

(h) The Director of Development Services shall have the discretionary authority to consider and approve exceptions to any of the requirements listed in this section based on compelling evidence of hardship on a case-by-case basis.



# Town of Little Elm

100 W. Eldorado Parkway, Little Elm, Texas, 75068

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

## FOOD TRUCK PERMIT CHECKLIST

### GENERAL INFORMATION

- 1) A host business is responsible for and required to obtain a biannual permit from the town, for the operation of each individual food truck on approved property within the Town of Little Elm. See *Section 26-91 Definitions* and *Section 26-128 Food Trucks* for additional information.
- 2) All food trucks serving food within the town must have a food establishment permit, a physical copy of which must be kept in the food truck at all times. The permit must bear the name of the registered owner of the truck and truck license plate number.
- 3) The Town of Little Elm is completely paperless in terms of submittals and resubmittals. The application must be completed, and all required materials must be submitted, on-line through the MyGov portal.

Applicant	Staff	Food Truck Permit Requirements
APPLICATION CONTENTS		
		Host Business Certificate of Occupancy Number
		Food Truck Food Establishment Permit Number
		If overflow parking is to be provided on adjacent property, written consent of the adjacent property owner or owner's authorized representative.
		Food Truck Temporary Site Plan in PDF, see exhibits list below for requirements.
		Date stamped picture of the food truck and Proposed dates and hours of operation
		Fees (see fee chart)
EXHIBITS		
		Proposed location of food truck/s within the context of the existing site (show food truck dimensions, if multiple food trucks, show separation dimension)
		Property lines and dimension from food truck/s to nearest property line
		Setbacks required per zoning (front yard, rear yard, side yards, as applicable)
		Food Truck is outside of required setback lines, as established by the Zoning Ordinance
		Food Truck is at least 10 feet from interior property lines
		Food Truck is at least 10 feet from any permanent structure, other Food Truck, or other vehicle
		Food Truck is at least 15 feet from fire hydrants
		Food Truck is at least five (5) feet from any utility box or ADA accessibility ramp
		Parking requirements (total parking required for the property overall and total parking being taken for the food truck).
		If additional parking is being provided on adjacent property, show shared parking locations across adjacent property lines
		Fire lanes and easements (utilize existing plat or survey for reference)
		Additional items as requested by Town Staff

### Certification of Submitted Information

I hereby certify that the above stated information is included with the accompanying submission materials.

Applicant's Signature

Date





**Date:** 09/21/2021  
**Agenda Item #:** 6. C.  
**Department:** Development Services  
**Strategic Goal:** Promote and expand Little Elm's identity  
**Staff Contact:** Fred Gibbs, Director of Development Services

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**AGENDA ITEM:**

Consider Action to Approve a **Boundary Adjustment with the Town of Little Elm and Providence Village.**

**DESCRIPTION:**

This boundary adjustment is for approximately 8.86 acres of property that is located on the northwest corner of Fish Trap and Brian Roads. This property is within the USACE property limits, so nothing can be developed in this area. The main purpose for the request is to define road maintenance and other jurisdictional matters that have come up in this area as well to square up the boundaries in this area.

**BUDGET IMPACT:**

None

**RECOMMENDED ACTION:**

Staff recommends approval.

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**Attachments**

Boundary Adjustment Providence Village

STATE OF TEXAS                    § BOUNDARY ADJUSTMENT AGREEMENT  
   § BETWEEN THE TOWNS OF  
COUNTY OF DENTON           § LITTLE ELM AND PROVIDENCE VILLAGE

**WHEREAS**, the Town of Providence Village, Texas (“**Providence Village**”), is a home-rule municipality created pursuant to Article XI, Section 5 of the Texas Constitution, and located in Denton County, Texas; and

**WHEREAS**, the Town of Little Elm, Texas (“**Little Elm**”), is a home-rule municipality created pursuant to Article XI, Section 5 of the Texas Constitution, and located in Denton County, Texas; and

**WHEREAS**, both Little Elm and Providence Village are empowered to enter into an agreement concerning their respective corporate limit boundaries by, but necessarily limited to, the authority granted them pursuant to Chapter 791 of the Texas Government Code (“**Interlocal Cooperation Act**”), to enter into agreements with one another to perform governmental functions such as the determination of corporate limit boundaries, and related functions; and

**WHEREAS**, Little Elm and Providence Village are empowered pursuant to Section 43.015 of the Texas Local Government Code to make mutually agreeable changes in their boundaries of areas that are less than 1,000 feet in width; and

**WHEREAS**, Little Elm and Providence Village, by virtue of Section 43.003 of the Texas Local Government Code and their respective home-rule charters, are empowered to fix their corporate limit boundaries and exchange areas with other municipalities; and

**WHEREAS**, Little Elm and Providence Village have identified an area of approximately 8.86 acres within Little Elm’s corporate limits (which area is portrayed in ***Exhibit A*** attached hereto

and which is hereinafter referred to as the “**Boundary Adjustment Area**”) that is made the subject of this Boundary Adjustment Agreement Between the Towns of Little Elm and Providence Village (“**Agreement**”); and

**WHEREAS**, Little Elm and Providence Village agree that it is in the best interests of both communities for Little Elm to adjust its corporate boundaries so that the Boundary Adjustment Area will no longer be part of Little Elm and that the Boundary Adjustment Area shall be part of Providence Village and included within Providence Village’s corporate boundaries; and

**WHEREAS**, Little Elm and Providence Village wish to avail themselves of the rights and privileges afforded by the Interlocal Cooperation Act and other applicable state laws, including but not limited to Section 43.015 of the Texas Local Government Code, and both have determined that this Agreement is in each party’s best interests, as well as in the best interests of their respective citizens.

**W I T N E S S E T H:**

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants herein made and the benefits to each party resulting here from, and the recitals set forth above which are made contractual provisions of this Agreement, Little Elm and Providence Village do hereby contract, covenant and agree as follows with respect to the Boundary Adjustment Area as shown in ***Exhibit A*** and made the subject to this Agreement:

1. Upon the effective date of the Agreement, the Boundary Adjustment Area, which is less than 1,000 feet in width, shall be removed from Little Elm’s corporate limits and shall be included within Providence Village’s corporate limits without any further action being required by either municipality. Little Elm, through this Agreement, hereby releases, relinquishes and

discontinues any claim or entitlement to the Boundary Adjustment Area and fully consents to the addition of the Boundary Adjustment Area into the corporate limits of Providence Village.

2. The Effective Date of this Agreement shall be the date that the last party to the Agreement has executed this Agreement.

3. The persons signing this Agreement on behalf of the municipalities have been duly authorized and empowered to do so by a vote of their respective governing bodies to approve this Agreement.

**EXECUTED** this the \_\_\_\_ day of \_\_\_\_\_, 2021.

**ATTEST:**

**TOWN OF LITTLE ELM, TEXAS**

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

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

**APPROVED AS TO FORM:**

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

**STATE OF TEXAS**

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§

**COUNTY OF DENTON**

§

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2021, by Curtis Cornelious, Mayor, Town of Little Elm, Texas, a Texas home rule municipal corporation, on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas



**EXECUTED** this the \_\_\_\_ day of \_\_\_\_\_, 2021.

**ATTEST:**

**TOWN OF PROVIDENCE VILLAGE,  
TEXAS**

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

\_\_\_\_\_  
\_\_\_\_\_, Mayor

**APPROVED AS TO FORM:**

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

**STATE OF TEXAS**

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**COUNTY OF DENTON**

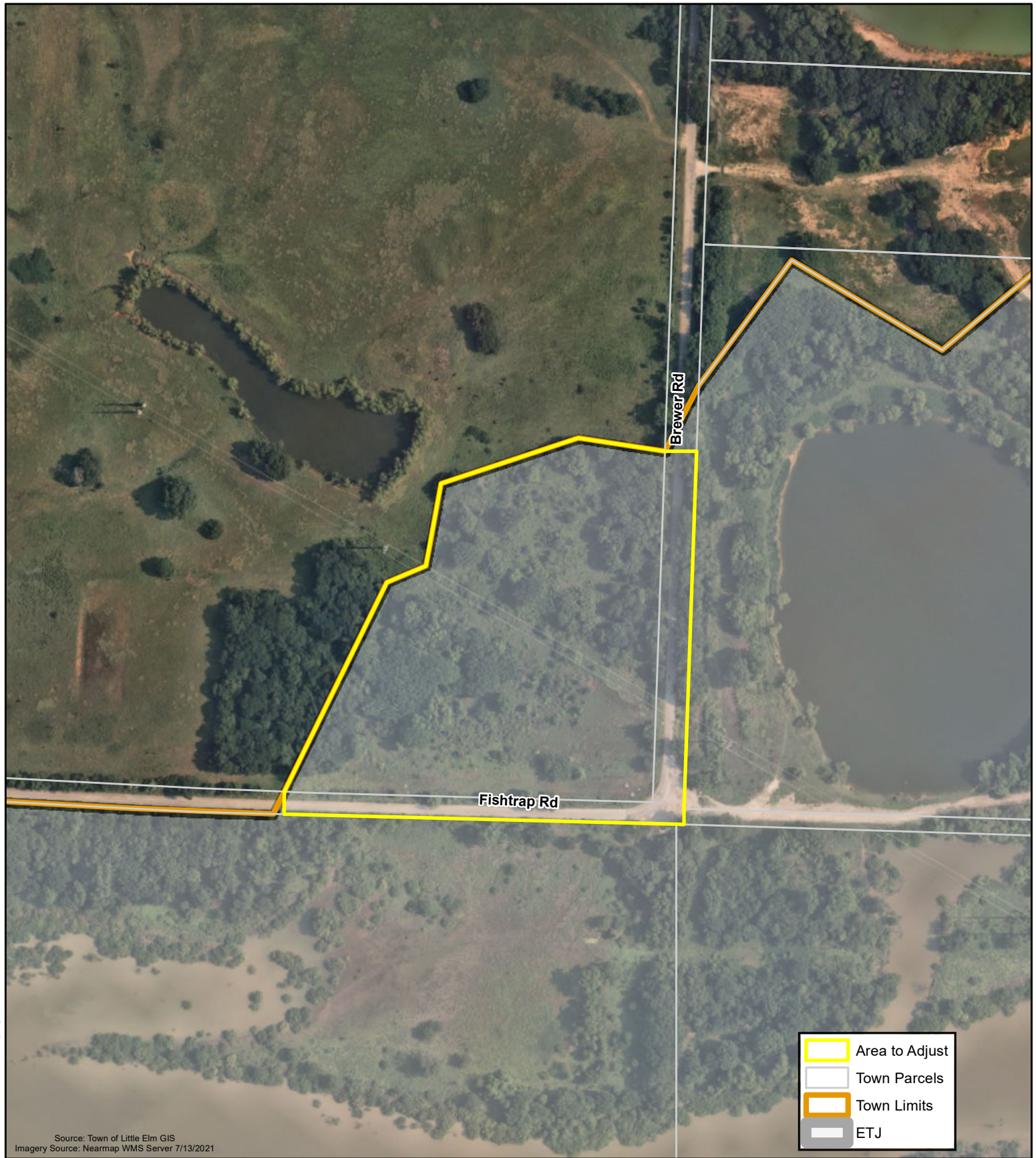
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This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, Mayor, Town of Providence Village, Texas, a Texas home rule municipal corporation, on behalf of said municipal corporation.

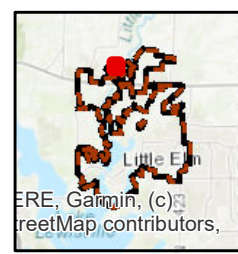
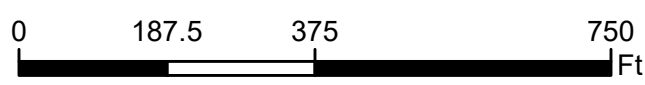
\_\_\_\_\_  
Notary Public, State of Texas

***Exhibit A***

Document Path: G:\GIS\ForTown\Employees\Dev\Map\Boundary\Adj\MapPV.mxd



# Boundary Adjustment Between Little Elm and Providence Village



**Town of Little Elm**  
**Denton County, Tx**  
Date: 9/1/2021



*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.*





**Date:** 09/21/2021  
**Agenda Item #:** 6. D.  
**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:**

Consider Action to Approve **Resolution No. 0921202102 Nominating David Terre for the Denton Central 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.

The attached resolution nominates David Terre for the Board of Directors. Separate action will be taken later this year for the official vote.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Staff recommends approval.

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**Attachments**

Resolution No. 0921202102



**TOWN OF LITTLE ELM, TEXAS**

**RESOLUTION NO. 0921202102**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS NOMINATING DAVID TERRE FOR THE DENTON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS.**

WHEREAS, the Town of Little Elm is a taxing jurisdiction of the Denton Central Appraisal District; and

WHEREAS, the Denton County Chief Appraiser has notified each taxing entity that nominations are open for the five member Board of Directors; and

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

**Section 1.** That the Town Council nominates David Terre for the DCAD Board of Directors.

**PASSED AND APPROVED** by the Town Council of the Town of Little Elm, Texas this 21<sup>st</sup> day of September, 2021.

---

Curtis J. Cornelious, Mayor

ATTEST:

---

Kate Graham, Acting Town Secretary



## Town Council Meeting

**Date:** 09/21/2021  
**Agenda Item #:** 6. E.  
**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 **Resolution No. 0921202103 Consent for Utility and Road Bonds for Highway US 380 MMD.**

### DESCRIPTION:

The Highway 380 MMD No. 1 is the district that overlays the Union Park development. The MMD intends to issue \$8,000,000 in Unlimited Tax Road Bonds, Series 2021 and \$12,000,000 Unlimited Tax Utility Bonds. These bonds are to pay for infrastructure improvements of the district. This consent resolution is in accordance with section 375.207 of the Texas Local Government Code and the development agreement between the Town of Little Elm and the Highway 380 MMD No. 1.

### BUDGET IMPACT:

The MMD intends to issue \$8,000,000 in Unlimited Tax Road Bonds, Series 2021 and \$12,000,000 Unlimited Tax Utility Bonds. These bonds are to pay for infrastructure improvements of the district.

### RECOMMENDED ACTION:

Staff recommends approval.

---

### Attachments

Resolution No 0921202103 - Consent for Utility and Road Bonds for Highway US 380 MMD

**RESOLUTION NO. 0921202103**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS GIVING CONSENT TO THE ISSUANCE OF UNLIMITED TAX ROAD BONDS AND UNLIMITED TAX UTILITY BONDS BY HIGHWAY 380 MUNICIPAL MANAGEMENT DISTRICT NO. 1, A CONSERVATION AND RECLAMATION DISTRICT LOCATED WITHIN THE CORPORATE BOUNDARIES OF THE TOWN.**

**WHEREAS**, the Town of Little Elm, Texas (the "Town") is a Texas municipal corporation as defined by the Texas Local Government Code; and

**WHEREAS**, Highway 380 Municipal Management District No. 1 (the "District") is a conservation and reclamation district operating pursuant to Chapter 49 of the Texas Water Code and Chapter 375 of the Texas Local Government Code, and is located within the corporate boundaries of the Town; and

**WHEREAS**, pursuant to Section 375.207 of the Texas Local Government Code, the District is required to obtain the Town's approval of the issuance of bonds prior to the issuance thereof; and

**WHEREAS**, the District desires to proceed with the issuance of Highway 380 Municipal Management District No. 1, Unlimited Tax Road Bonds, Series 2021, in an amount not to exceed \$8,000,000, and Unlimited Tax Utility Bonds, Series 2021, in an amount not to exceed \$12,000,000 (collectively, the "Bonds"); and

**WHEREAS**, the District desires that the Town consent to the issuance of the Bonds.

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

**SECTION 1.** That the findings contained in the preamble of this Resolution are determined to be true and correct and are hereby adopted as part of this Resolution.

**SECTION 2.** That the City Council of the Town hereby specifically gives its written consent to the issuance of the Bonds.

**PASSED AND APPROVED** by the City Council of the Town of Little Elm, Texas on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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Curtis Cornelious, Mayor  
Town of Little Elm, Texas

ATTEST:

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Kate Graham, Acting City Secretary  
Town of Little Elm, Texas

(SEAL)



**Date:** 09/21/2021  
**Agenda Item #:** 6. F.  
**Department:** Administrative Services  
**Strategic Goal:** Ensure strong relationship within the community and region  
**Staff Contact:** Kelly Wilson, Chief Financial Officer

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**AGENDA ITEM:**

Consider Action to Approve an **Amendment to the Interlocal Cooperation Agreement Between Collin County Teen Court and the Town of Little Elm.**

**DESCRIPTION:**

The existing interlocal cooperation agreement shall be extended for a period of one (1) year, beginning October 1, 2021 and continuing through and including September 30, 2022.

**BUDGET IMPACT:**

The funds have been allocated in the 2022 adopted budget in the Special Revenue Fund for Court.

**RECOMMENDED ACTION:**

Staff recommends approval.

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**Attachments**

Teen Court ILA







**Date:** 09/21/2021  
**Agenda Item #:** 6. G.  
**Department:** Finance  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Kelly Wilson, Chief Financial Officer

---

**AGENDA ITEM:**

Consider Action to Approve an **Interlocal Cooperation Agreement for Property Assessment and Collections Between the Town and Denton County Tax Assessor's Office for the Public Improvement District Spiritas Ranch.**

**DESCRIPTION:**

Pursuant to 372.0175 of the Texas Local Government Code, the Town has authority to contract with the County to perform the duties of collection of special assessments levied by the District. This term "collection year" refers to the period commencing on October 1 of the applicable tax year and continuing through the end of the applicable term (September 30th of the following year), in which collection and billing services are to be performed under this agreement.

The initial term of this Agreement shall be for a period of one year commencing October 1, 2021 and ending September 30, 2022. Following the initial term, this Agreement shall automatically renew for subsequent one-year terms, unless written notice of termination is provided by each respective parties.

**BUDGET IMPACT:**

The Town agrees to pay County for the receipting, bookkeeping, issuing, and mailing of assessment statements. During the initial term of this Agreement, the fee for this service will be \$1.00 per statement. The cost of this service has been budgeted in the 2022 adopted budget.

**RECOMMENDED ACTION:**

Staff recommends approval of the Interlocal Cooperation Agreement with Denton County Tax Office.

---

**Attachments**

Spiritas PID ILA Denton Co Tax Office



THE STATE OF TEXAS   §

COUNTY OF DENTON   §

**INTERLOCAL COOPERATION AGREEMENT FOR PROPERTY  
ASSESSMENTSASSESSMENT AND COLLECTION BETWEEN DENTON  
COUNTY, TEXAS AND  
CITY/TOWN OF LITTLE ELM - SPIRITAS RANCH PUBLIC  
IMPROVEMENT DISTRICT**

**INTERLOCAL COOPERATION AGREEMENT –  
ASSESSMENTS COLLECTION**

**THIS AGREEMENT** is made and entered into by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and LITTLE ELM - SPIRITAS RANCH, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**CITY/TOWN**."

**WHEREAS**, **COUNTY** and **CITY/TOWN** mutually desire to be subject to the provisions of Texas Government Code, Chapter 791, the Interlocal Cooperation Act, and;

**WHEREAS**, pursuant to Chapter 372 of the Texas Local Government Code, Subchapter A, **CITY/TOWN** has created the

SPIRITAS RANCH

**PUBLIC IMPROVEMENT DISTRICT #**                     , hereinafter referred to as **DISTRICT**, and has levied special assessments on properties within the boundaries of the **CITY/TOWN**, and

**WHEREAS**, pursuant to §372.0175 of the Texas Local Government Code, **CITY/TOWN** has the authority to contract with the **COUNTY** to perform the duties of

**CITY/TOWN** relating to collection of special assessments levied by **DISTRICT** under Chapter 372, Subchapter A, and,

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

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

I.

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

## II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **CITY/TOWN** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified Tax Assessor-Collector, shall collect **DISTRICT** assessments for current tax year. **CITY/TOWN** does hereby expressly authorize **COUNTY** and **COUNTY** agrees to do and perform for **CITY/TOWN** all acts necessary and proper to collect said **DISTRICT** assessments. **COUNTY** agrees to collect base assessments, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all assessment statements (included on the tax statement for each parcel, provide daily, monthly and annual collection reports to **CITY/TOWN**, maintain both current and delinquent assessment rolls, disburse assessment monies to **CITY/TOWN** daily (business day) based on prior day assessment postings, and to develop and maintain such other records and forms as are necessary or required by State law, rules or regulations to **CITY/TOWN**. If daily disbursal is to be delayed, **COUNTY** will notify **CITY/TOWN** in the secured web entity folder the reason for the delay.

3. If **COUNTY** determines, based on **DISTRICT** assessment roll, that a person erred in paying a **DISTRICT** assessment by making a duplicate or erroneous payment **COUNTY** agrees to refund the payment to the person who erred in making it from current **DISTRICT** assessment collections. **COUNTY** agrees that such refund will be made as soon as practicable after **COUNTY** discovers the erroneous payment. The refund shall be

accompanied by a description of the property subject to the assessment sufficient to identify the property. If the property is assigned an account number, **COUNTY** shall include that number.

4. If **COUNTY** determines, based on **DISTRICT** assessment roll, that there has been an overpayment of a **DISTRICT** assessment, **COUNTY** shall send the owner a refund application. Upon owner's return of the accurate and fully completed refund application, **COUNTY** will issue, from current **DISTRICT** assessment collections, a refund of the overpayment.

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

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

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

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

9. **COUNTY** agrees that it will post to a secure website collection reports for **CITY/TOWN** listing current assessments, delinquent assessments, and penalties and interest on a daily basis through September 30<sup>th</sup> of the collection year. **COUNTY** will provide monthly collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

10. **CITY/TOWN** retains its right to select its own delinquent collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **CITY/TOWN** in the collection of delinquent assessments and related activities.

11. **CITY/TOWN** will provide **COUNTY** with notice of any change in collection attorney at least 7 days before the effective date of the new collection attorney contract.

12. **For assessments that become delinquent on February 1<sup>st</sup> of the tax year,** **COUNTY**, in its sole discretion, may mail a reminder notice to the owner of each parcel having delinquent assessments.

### III.

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

Agreement for the mutual benefit of **COUNTY** and **CITY/TOWN**. This Agreement is subject to and the parties herein shall comply with all applicable provisions of the Texas Property Tax Code and all other applicable Texas statutes.

#### IV.

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

It is understood and agreed between **COUNTY** and **CITY/TOWN** that the **CITY/TOWN**, in performing its obligations hereunder, is acting independently, and the **COUNTY** assumes no responsibility or liabilities in connection therewith to third parties. It is further understood and agreed between **COUNTY** and **CITY/TOWN** that the **COUNTY**, in performing its obligations hereunder, is acting independently, and the **CITY/TOWN** assumes no responsibilities in connection therewith to third parties. Nothing in this **AGREEMENT** is intended to benefit any third party beneficiary.

**CITY/TOWN** agrees that it will protect, defend, indemnify, and hold harmless **COUNTY** and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages received or sustained by person, persons, or property, on account of or arising out of, or in connection with the performance of the services, including without limiting the generality of the foregoing, any negligent act or omission of the **CITY/TOWN** or any employee, officer, agent, subcontractor, servant, invitee, or assignee of



the **CITY/TOWN** in the execution or performance of this **AGREEMENT**. This provision shall survive the termination of this **AGREEMENT**.

V.

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

VI.

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

VII.

For the services rendered during the assessment year, **CITY/TOWN** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of assessment statements as follows:

1. The current assessment statements will be mailed by October 10<sup>th</sup> of the assessments year or as soon thereafter as practical. If **CITY/TOWN** does not provide **COUNTY** with the fixed lien assessment levied and the assessment roll by **CITY/TOWN**'s governing body under Local Government Code Section 372.017 on or before September 10<sup>th</sup>, **COUNTY** may charge a \$5,000 late processing fee, plus the per statement fee not to exceed \$1.00 each. The assessment roll is to be accompanied by the resolution passed by the governing body for the current assessment year. All assessments

become due on receipt of the assessment/tax statement each year. The **DISTRICT** assessment shall be entered in to the **COUNTY** records as a fixed lien and applied to the properties assessed by the **DISTRICT** as reflected on the **APPRAISAL DISTRICT** records submitted to **COUNTY**. An additional notice will be sent during the month of March following the initial mailing provided that **CITY/TOWN** has requested such a notice on or before February 28<sup>th</sup> of the collection year. During the initial term of this Agreement, the fee for this service will be **\$1.00** per statement. During the first and second renewal terms of this Agreement, the fee for this service will be the per statement rate approved by Commissioners Court for the applicable assessments year, provided notice of that rate is provided to **CITY/TOWN** as described in Section 8 of this Article VII. In the event **COUNTY** does not provide **CITY/TOWN** with said notice, the rate charged during the preceding term will apply.

2. All unpaid assessments become delinquent on February 1st of the year following the assessment year. Penalty and interest fees accrue at the same rate and time schedule as the same year's ad valorem property tax. (Property Tax Code, Section 31.02(a) and 33.01(a)).

3. Delinquent assessment collection attorneys become involved at the same times as do the delinquent ad valorem property tax attorneys. (Property Tax Code, Sections 6.30, 33.07, 33.08, 33.11, and 33.48).

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

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

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

7. In the event **DISTRICT** levies a supplemental corrected assessment by order of its governing body after the assessment statements have already been mailed, **CITY/TOWN** shall provide **COUNTY** with an updated assessment roll identifying the corrected assessments levied by **DISTRICT'S** governing body under Local Government Code Section 372.017, as corrected by any supplemental assessments levied by its governing body under Section 372.019. **CITY/TOWN** agrees to pay **COUNTY** a programming charge of \$5,000.00. **COUNTY** will mail corrected statements to the owner of each affected parcel. County will charge a fee for preparing and mailing will be at rate not to exceed **\$1.00** per corrected statement. The **DISTRICT** assessment shall be entered into the **COUNTY** records as a fixed lien and applied to the properties assessed by the **DISTRICT** as reflected on the Appraisal District records submitted to **COUNTY**. **The corrected assessment is to be accompanied by the resolution passed by the governing body for the assessment year.** The fee for this service will be the same per statement rate described in Section 1 of this Article VII. When a refund is required per Property Tax Code Section 26.07(g), **COUNTY** will charge a \$.25 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of

a corrected assessment roll, will be the responsibility of the **COUNTY**. **CITY/TOWN** will be billed for the refunds, postage and processing fees.

8. **CITY/TOWN** understands and agrees that **COUNTY** will, no later than January 31<sup>st</sup> of the assessment year, deduct from current collections of **CITY/TOWN** the "Total Cost" of providing all services described in Sections 1-5 above. This "Total Cost" includes any such services that have not yet been performed at the time of deduction. During the initial term of this Agreement, the "Total Cost" of providing all services described in Sections 1-5 above shall be the total of: **\$1.00** (the "per parcel rate") x the total number of parcels listed on **CITY/TOWN's** preceding assessments year Assessment Roll on September 30<sup>th</sup> of the assessments year. During the first and second renewal terms of this agreement, the "per parcel rate" will be the per parcel rate approved by Commissioners Court for the applicable assessments year, provided notice of that rate is provided to **CITY/TOWN** as described in Section 9 of this Article VII. In the event **COUNTY** does not provide **CITY/TOWN** with said notice, the per parcel rate charged during the preceding term will apply.

In the event costs for additional delayed assessments statements, processing and mailing are incurred as described in Section 1, **COUNTY** shall bill **CITY/TOWN** for such amounts. **CITY/TOWN** shall pay **COUNTY** all such billed amounts within 30 days of its receipt of said bill.

9. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the County in performing assessments collection services. The collection rate for each tax year is approved by County Commissioners' Court, and all entities are assessed the same per parcel collection rate. Following approval

of the collection rate for each assessments year, **COUNTY** will, at least sixty (60) days prior to the expiration date of the then-current term of this Agreement, provide **CITY/TOWN** with written notice of that rate.

#### VIII.

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

1. For deposits of assessments, penalties, and interest, payment shall be by wire transfer or ACH to **CITY/TOWN's** depository accounts only as applicable, specific on the Direct Deposit Authorization executed between the **CITY/TOWN** and **COUNTY**. Only in the event of failure of electronic transfer protocol will a check for deposits of assessments, penalty and interest be sent by mail to **CITY/TOWN**.

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

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

IX.

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

X.

This Agreement represents the entire agreement between **CITY/TOWN** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **CITY/TOWN** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XI.

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

**COUNTY:**

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

**CITY/TOWN:**

TOWN OF LITTLE ELM
100 W. ELDORADO PARKWAY
LITTLE ELM, TEXAS 75068

XII.

**CITY/TOWN** hereby designates KELLY WILSON to act on behalf of **CITY/TOWN**, and to serve as Liaison for **CITY/TOWN** to ensure the performance of all duties and obligations of **CITY/TOWN** as stated in this Agreement. **CITY/TOWN's** designee shall devote sufficient time and attention to the execution of said duties on behalf of **CITY/TOWN** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **CITY/TOWN** 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 **CITY/TOWN** and **COUNTY**.

XIII.

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

XIV.

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

Executed in triplicate originals this, 21ST day of SEPTEMBER 2021.

**COUNTY**

Denton County Texas  
110 West Hickory  
Denton, Texas 76201

**CITY/TOWN**

TOWN OF LITTLE ELM

---

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

BY: \_\_\_\_\_  
Name: CURTIS J. CORNELIOUS  
Title: MAYOR

ATTEST:

ATTEST:

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

BY: \_\_\_\_\_  
Name KATE GRAHAM  
Title ACTING TOWN SECRETARY

APPROVED FORM AND CONTENT:

APPROVED AS TO FORM:

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

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





**Date:** 09/21/2021  
**Agenda Item #:** 6. H.  
**Department:** Finance  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Kelly Wilson, Chief Financial Officer

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**AGENDA ITEM:**

Consider Action to Approve an **Interlocal Cooperation Agreement for Property Assessment and Collections Between the Town and Denton County Tax Assessor's Office for the Public Improvement District Rudman Tract.**

**DESCRIPTION:**

Pursuant to 372.0175 of the Texas Local Government Code, the Town has authority to contract with the County to perform the duties of collection of special assessments levied by the District. This term "collection year" refers to the period commencing on October 1 of the applicable tax year and continuing through the end of the applicable term (September 30th of the following year), in which collection and billing services are to be performed under this agreement.

The initial term of this Agreement shall be for a period of one year commencing October 1, 2021 and ending September 30, 2022. Following the initial term, this Agreement shall automatically renew for subsequent one-year terms, unless written notice of termination is provided by each respective parties.

**BUDGET IMPACT:**

The Town agrees to pay County for the receipting, bookkeeping, issuing, and mailing of assessment statements. During the initial term of this Agreement, the fee for this service will be \$1.00 per statement. The cost of this service has been budgeted in the 2022 adopted budget.

**RECOMMENDED ACTION:**

Staff recommends approval of the Interlocal Cooperation Agreement with Denton County Tax Office.

---

**Attachments**

Rudman PID ILA Denton Co Tax Office



THE STATE OF TEXAS §

COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR PROPERTY  
ASSESSMENTSASSESSMENT AND COLLECTION BETWEEN DENTON  
COUNTY, TEXAS AND  
CITY/TOWN OF LITTLE ELM - RUDMAN TRACT PUBLIC  
IMPROVEMENT DISTRICT**

**INTERLOCAL COOPERATION AGREEMENT –  
ASSESSMENTS COLLECTION**

**THIS AGREEMENT** is made and entered into by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and LITTLE ELM - RUDMAN TRACT, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**CITY/TOWN**."

**WHEREAS**, **COUNTY** and **CITY/TOWN** mutually desire to be subject to the provisions of Texas Government Code, Chapter 791, the Interlocal Cooperation Act, and;

**WHEREAS**, pursuant to Chapter 372 of the Texas Local Government Code, Subchapter A, **CITY/TOWN** has created the

RUDMAN TRACT

**PUBLIC IMPROVEMENT DISTRICT # 30**, hereinafter referred to as **DISTRICT**, and has levied special assessments on properties within the boundaries of the **CITY/TOWN**, and

**WHEREAS**, pursuant to §372.0175 of the Texas Local Government Code, **CITY/TOWN** has the authority to contract with the **COUNTY** to perform the duties of

**CITY/TOWN** relating to collection of special assessments levied by **DISTRICT** under Chapter 372, Subchapter A, and,

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

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

I.

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

## II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **CITY/TOWN** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified Tax Assessor-Collector, shall collect **DISTRICT** assessments for current tax year. **CITY/TOWN** does hereby expressly authorize **COUNTY** and **COUNTY** agrees to do and perform for **CITY/TOWN** all acts necessary and proper to collect said **DISTRICT** assessments. **COUNTY** agrees to collect base assessments, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all assessment statements (included on the tax statement for each parcel, provide daily, monthly and annual collection reports to **CITY/TOWN**, maintain both current and delinquent assessment rolls, disburse assessment monies to **CITY/TOWN** daily (business day) based on prior day assessment postings, and to develop and maintain such other records and forms as are necessary or required by State law, rules or regulations to **CITY/TOWN**. If daily disbursal is to be delayed, **COUNTY** will notify **CITY/TOWN** in the secured web entity folder the reason for the delay.

3. If **COUNTY** determines, based on **DISTRICT** assessment roll, that a person erred in paying a **DISTRICT** assessment by making a duplicate or erroneous payment **COUNTY** agrees to refund the payment to the person who erred in making it from current **DISTRICT** assessment collections. **COUNTY** agrees that such refund will be made as soon as practicable after **COUNTY** discovers the erroneous payment. The refund shall be

accompanied by a description of the property subject to the assessment sufficient to identify the property. If the property is assigned an account number, **COUNTY** shall include that number.

4. If **COUNTY** determines, based on **DISTRICT** assessment roll, that there has been an overpayment of a **DISTRICT** assessment, **COUNTY** shall send the owner a refund application. Upon owner's return of the accurate and fully completed refund application, **COUNTY** will issue, from current **DISTRICT** assessment collections, a refund of the overpayment.

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

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

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

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

9. **COUNTY** agrees that it will post to a secure website collection reports for **CITY/TOWN** listing current assessments, delinquent assessments, and penalties and interest on a daily basis through September 30<sup>th</sup> of the collection year. **COUNTY** will provide monthly collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

10. **CITY/TOWN** retains its right to select its own delinquent collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **CITY/TOWN** in the collection of delinquent assessments and related activities.

11. **CITY/TOWN** will provide **COUNTY** with notice of any change in collection attorney at least 7 days before the effective date of the new collection attorney contract.

12. **For assessments that become delinquent on February 1<sup>st</sup> of the tax year,** **COUNTY**, in its sole discretion, may mail a reminder notice to the owner of each parcel having delinquent assessments.

### III.

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

Agreement for the mutual benefit of **COUNTY** and **CITY/TOWN**. This Agreement is subject to and the parties herein shall comply with all applicable provisions of the Texas Property Tax Code and all other applicable Texas statutes.

#### IV.

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

It is understood and agreed between **COUNTY** and **CITY/TOWN** that the **CITY/TOWN**, in performing its obligations hereunder, is acting independently, and the **COUNTY** assumes no responsibility or liabilities in connection therewith to third parties. It is further understood and agreed between **COUNTY** and **CITY/TOWN** that the **COUNTY**, in performing its obligations hereunder, is acting independently, and the **CITY/TOWN** assumes no responsibilities in connection therewith to third parties. Nothing in this **AGREEMENT** is intended to benefit any third party beneficiary.

**CITY/TOWN** agrees that it will protect, defend, indemnify, and hold harmless **COUNTY** and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages received or sustained by person, persons, or property, on account of or arising out of, or in connection with the performance of the services, including without limiting the generality of the foregoing, any negligent act or omission of the **CITY/TOWN** or any employee, officer, agent, subcontractor, servant, invitee, or assignee of



the **CITY/TOWN** in the execution or performance of this **AGREEMENT**. This provision shall survive the termination of this **AGREEMENT**.

V.

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

VI.

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

VII.

For the services rendered during the assessment year, **CITY/TOWN** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of assessment statements as follows:

1. The current assessment statements will be mailed by October 10<sup>th</sup> of the assessments year or as soon thereafter as practical. If **CITY/TOWN** does not provide **COUNTY** with the fixed lien assessment levied and the assessment roll by **CITY/TOWN's** governing body under Local Government Code Section 372.017 on or before September 10<sup>th</sup>, **COUNTY** may charge a \$5,000 late processing fee, plus the per statement fee not to exceed \$1.00 each. The assessment roll is to be accompanied by the resolution passed by the governing body for the current assessment year. All assessments

become due on receipt of the assessment/tax statement each year. The **DISTRICT** assessment shall be entered in to the **COUNTY** records as a fixed lien and applied to the properties assessed by the **DISTRICT** as reflected on the **APPRAISAL DISTRICT** records submitted to **COUNTY**. An additional notice will be sent during the month of March following the initial mailing provided that **CITY/TOWN** has requested such a notice on or before February 28<sup>th</sup> of the collection year. During the initial term of this Agreement, the fee for this service will be **\$1.00** per statement. During the first and second renewal terms of this Agreement, the fee for this service will be the per statement rate approved by Commissioners Court for the applicable assessments year, provided notice of that rate is provided to **CITY/TOWN** as described in Section 8 of this Article VII. In the event **COUNTY** does not provide **CITY/TOWN** with said notice, the rate charged during the preceding term will apply.

2. All unpaid assessments become delinquent on February 1st of the year following the assessment year. Penalty and interest fees accrue at the same rate and time schedule as the same year's ad valorem property tax. (Property Tax Code, Section 31.02(a) and 33.01(a)).

3. Delinquent assessment collection attorneys become involved at the same times as do the delinquent ad valorem property tax attorneys. (Property Tax Code, Sections 6.30, 33.07, 33.08, 33.11, and 33.48).

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

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

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

7. In the event **DISTRICT** levies a supplemental corrected assessment by order of its governing body after the assessment statements have already been mailed, **CITY/TOWN** shall provide **COUNTY** with an updated assessment roll identifying the corrected assessments levied by **DISTRICT'S** governing body under Local Government Code Section 372.017, as corrected by any supplemental assessments levied by its governing body under Section 372.019. **CITY/TOWN** agrees to pay **COUNTY** a programming charge of \$5,000.00. **COUNTY** will mail corrected statements to the owner of each affected parcel. County will charge a fee for preparing and mailing will be at rate not to exceed **\$1.00** per corrected statement. The **DISTRICT** assessment shall be entered into the **COUNTY** records as a fixed lien and applied to the properties assessed by the **DISTRICT** as reflected on the Appraisal District records submitted to **COUNTY**. **The corrected assessment is to be accompanied by the resolution passed by the governing body for the assessment year.** The fee for this service will be the same per statement rate described in Section 1 of this Article VII. When a refund is required per Property Tax Code Section 26.07(g), **COUNTY** will charge a \$.25 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of

a corrected assessment roll, will be the responsibility of the **COUNTY**. **CITY/TOWN** will be billed for the refunds, postage and processing fees.

8. **CITY/TOWN** understands and agrees that **COUNTY** will, no later than January 31<sup>st</sup> of the assessment year, deduct from current collections of **CITY/TOWN** the "Total Cost" of providing all services described in Sections 1-5 above. This "Total Cost" includes any such services that have not yet been performed at the time of deduction. During the initial term of this Agreement, the "Total Cost" of providing all services described in Sections 1-5 above shall be the total of: **\$1.00** (the "per parcel rate") x the total number of parcels listed on **CITY/TOWN's** preceding assessments year Assessment Roll on September 30<sup>th</sup> of the assessments year. During the first and second renewal terms of this agreement, the "per parcel rate" will be the per parcel rate approved by Commissioners Court for the applicable assessments year, provided notice of that rate is provided to **CITY/TOWN** as described in Section 9 of this Article VII. In the event **COUNTY** does not provide **CITY/TOWN** with said notice, the per parcel rate charged during the preceding term will apply.

In the event costs for additional delayed assessments statements, processing and mailing are incurred as described in Section 1, **COUNTY** shall bill **CITY/TOWN** for such amounts. **CITY/TOWN** shall pay **COUNTY** all such billed amounts within 30 days of its receipt of said bill.

9. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the County in performing assessments collection services. The collection rate for each tax year is approved by County Commissioners' Court, and all entities are assessed the same per parcel collection rate. Following approval

of the collection rate for each assessments year, **COUNTY** will, at least sixty (60) days prior to the expiration date of the then-current term of this Agreement, provide **CITY/TOWN** with written notice of that rate.

#### VIII.

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

1. For deposits of assessments, penalties, and interest, payment shall be by wire transfer or ACH to **CITY/TOWN's** depository accounts only as applicable, specific on the Direct Deposit Authorization executed between the **CITY/TOWN** and **COUNTY**. Only in the event of failure of electronic transfer protocol will a check for deposits of assessments, penalty and interest be sent by mail to **CITY/TOWN**.

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

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

IX.

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

X.

This Agreement represents the entire agreement between **CITY/TOWN** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **CITY/TOWN** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XI.

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

**COUNTY:**

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

**CITY/TOWN:**

TOWN OF LITTLE ELM
100 W. ELDORADO PARKWAY
LITTLE ELM, TEXAS 75068

XII.

**CITY/TOWN** hereby designates KELLY WILSON to act on behalf of **CITY/TOWN**, and to serve as Liaison for **CITY/TOWN** to ensure the performance of all duties and obligations of **CITY/TOWN** as stated in this Agreement. **CITY/TOWN's** designee shall devote sufficient time and attention to the execution of said duties on behalf of **CITY/TOWN** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **CITY/TOWN** 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 **CITY/TOWN** and **COUNTY**.

XIII.

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

XIV.

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

Executed in triplicate originals this, 21ST day of SEPTEMBER  
2021.

**COUNTY**

Denton County Texas  
110 West Hickory  
Denton, Texas 76201

**CITY/TOWN**

TOWN OF LITTL ELM

---

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

BY: \_\_\_\_\_  
Name: CURTIS J. CORNELIOUS  
Title: MAYOR

ATTEST:

ATTEST:

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

BY: \_\_\_\_\_  
Name KATE GRAHAM  
Title ACTING TOWN SECRETARY

APPROVED FORM AND CONTENT:

APPROVED AS TO FORM:

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

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





**Date:** 09/21/2021  
**Agenda Item #:** 6. I.  
**Department:** Finance  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Kelly Wilson, Chief Financial Officer

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**AGENDA ITEM:**

Consider Action to Approve an **Interlocal Cooperation Agreement for Property Assessment and Collections Between the Town and Denton County Tax Assessor's Office for the Public Improvement District Valencia.**

**DESCRIPTION:**

Pursuant to 372.0175 of the Texas Local Government Code, the Town has authority to contract with the County to perform the duties of collection of special assessments levied by the District. This term "collection year" refers to the period commencing on October 1 of the applicable tax year and continuing through the end of the applicable term (September 30th of the following year), in which collection and billing services are to be performed under this agreement.

The initial term of this Agreement shall be for a period of one year commencing October 1, 2021 and ending September 30, 2022. Following the initial term, this Agreement shall automatically renew for subsequent one-year terms, unless written notice of termination is provided by each respective parties.

**BUDGET IMPACT:**

The Town agrees to pay County for the receipting, bookkeeping, issuing, and mailing of assessment statements. During the initial term of this Agreement, the fee for this service will be \$1.00 per statement. The cost of this service has been budgeted in the 2022 adopted budget.

**RECOMMENDED ACTION:**

Staff recommends approval of the Interlocal Cooperation Agreement with Denton County Tax Office.

---

**Attachments**

Valencia PID ILA Denton Co Tax Office



THE STATE OF TEXAS   §

COUNTY OF DENTON   §

**INTERLOCAL COOPERATION AGREEMENT FOR PROPERTY  
ASSESSMENTSASSESSMENT AND COLLECTION BETWEEN DENTON  
COUNTY, TEXAS AND  
CITY/TOWN OF LITTLE ELM - VALENCIA PUBLIC  
IMPROVEMENT DISTRICT**

**INTERLOCAL COOPERATION AGREEMENT –  
ASSESSMENTS COLLECTION**

**THIS AGREEMENT** is made and entered into by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and LITTLE ELM - VALENCIA, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**CITY/TOWN**."

**WHEREAS**, **COUNTY** and **CITY/TOWN** mutually desire to be subject to the provisions of Texas Government Code, Chapter 791, the Interlocal Cooperation Act, and;

**WHEREAS**, pursuant to Chapter 372 of the Texas Local Government Code, Subchapter A, **CITY/TOWN** has created the

VALENCIA

**PUBLIC IMPROVEMENT DISTRICT # 10**, hereinafter referred to as **DISTRICT**, and has levied special assessments on properties within the boundaries of the **CITY/TOWN**, and

**WHEREAS**, pursuant to §372.0175 of the Texas Local Government Code, **CITY/TOWN** has the authority to contract with the **COUNTY** to perform the duties of

**CITY/TOWN** relating to collection of special assessments levied by **DISTRICT** under Chapter 372, Subchapter A, and,

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

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

I.

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

## II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **CITY/TOWN** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified Tax Assessor-Collector, shall collect **DISTRICT** assessments for current tax year. **CITY/TOWN** does hereby expressly authorize **COUNTY** and **COUNTY** agrees to do and perform for **CITY/TOWN** all acts necessary and proper to collect said **DISTRICT** assessments. **COUNTY** agrees to collect base assessments, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all assessment statements (included on the tax statement for each parcel, provide daily, monthly and annual collection reports to **CITY/TOWN**, maintain both current and delinquent assessment rolls, disburse assessment monies to **CITY/TOWN** daily (business day) based on prior day assessment postings, and to develop and maintain such other records and forms as are necessary or required by State law, rules or regulations to **CITY/TOWN**. If daily disbursal is to be delayed, **COUNTY** will notify **CITY/TOWN** in the secured web entity folder the reason for the delay.

3. If **COUNTY** determines, based on **DISTRICT** assessment roll, that a person erred in paying a **DISTRICT** assessment by making a duplicate or erroneous payment **COUNTY** agrees to refund the payment to the person who erred in making it from current **DISTRICT** assessment collections. **COUNTY** agrees that such refund will be made as soon as practicable after **COUNTY** discovers the erroneous payment. The refund shall be

accompanied by a description of the property subject to the assessment sufficient to identify the property. If the property is assigned an account number, **COUNTY** shall include that number.

4. If **COUNTY** determines, based on **DISTRICT** assessment roll, that there has been an overpayment of a **DISTRICT** assessment, **COUNTY** shall send the owner a refund application. Upon owner's return of the accurate and fully completed refund application, **COUNTY** will issue, from current **DISTRICT** assessment collections, a refund of the overpayment.

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

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

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

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

9. **COUNTY** agrees that it will post to a secure website collection reports for **CITY/TOWN** listing current assessments, delinquent assessments, and penalties and interest on a daily basis through September 30<sup>th</sup> of the collection year. **COUNTY** will provide monthly collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

10. **CITY/TOWN** retains its right to select its own delinquent collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **CITY/TOWN** in the collection of delinquent assessments and related activities.

11. **CITY/TOWN** will provide **COUNTY** with notice of any change in collection attorney at least 7 days before the effective date of the new collection attorney contract.

12. **For assessments that become delinquent on February 1<sup>st</sup> of the tax year,** **COUNTY**, in its sole discretion, may mail a reminder notice to the owner of each parcel having delinquent assessments.

### III.

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

Agreement for the mutual benefit of **COUNTY** and **CITY/TOWN**. This Agreement is subject to and the parties herein shall comply with all applicable provisions of the Texas Property Tax Code and all other applicable Texas statutes.

#### IV.

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

It is understood and agreed between **COUNTY** and **CITY/TOWN** that the **CITY/TOWN**, in performing its obligations hereunder, is acting independently, and the **COUNTY** assumes no responsibility or liabilities in connection therewith to third parties. It is further understood and agreed between **COUNTY** and **CITY/TOWN** that the **COUNTY**, in performing its obligations hereunder, is acting independently, and the **CITY/TOWN** assumes no responsibilities in connection therewith to third parties. Nothing in this **AGREEMENT** is intended to benefit any third party beneficiary.

**CITY/TOWN** agrees that it will protect, defend, indemnify, and hold harmless **COUNTY** and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages received or sustained by person, persons, or property, on account of or arising out of, or in connection with the performance of the services, including without limiting the generality of the foregoing, any negligent act or omission of the **CITY/TOWN** or any employee, officer, agent, subcontractor, servant, invitee, or assignee of



the **CITY/TOWN** in the execution or performance of this **AGREEMENT**. This provision shall survive the termination of this **AGREEMENT**.

V.

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

VI.

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

VII.

For the services rendered during the assessment year, **CITY/TOWN** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of assessment statements as follows:

1. The current assessment statements will be mailed by October 10<sup>th</sup> of the assessments year or as soon thereafter as practical. If **CITY/TOWN** does not provide **COUNTY** with the fixed lien assessment levied and the assessment roll by **CITY/TOWN**'s governing body under Local Government Code Section 372.017 on or before September 10<sup>th</sup>, **COUNTY** may charge a \$5,000 late processing fee, plus the per statement fee not to exceed \$1.00 each. The assessment roll is to be accompanied by the resolution passed by the governing body for the current assessment year. All assessments

become due on receipt of the assessment/tax statement each year. The **DISTRICT** assessment shall be entered in to the **COUNTY** records as a fixed lien and applied to the properties assessed by the **DISTRICT** as reflected on the **APPRAISAL DISTRICT** records submitted to **COUNTY**. An additional notice will be sent during the month of March following the initial mailing provided that **CITY/TOWN** has requested such a notice on or before February 28<sup>th</sup> of the collection year. During the initial term of this Agreement, the fee for this service will be **\$1.00** per statement. During the first and second renewal terms of this Agreement, the fee for this service will be the per statement rate approved by Commissioners Court for the applicable assessments year, provided notice of that rate is provided to **CITY/TOWN** as described in Section 8 of this Article VII. In the event **COUNTY** does not provide **CITY/TOWN** with said notice, the rate charged during the preceding term will apply.

2. All unpaid assessments become delinquent on February 1st of the year following the assessment year. Penalty and interest fees accrue at the same rate and time schedule as the same year's ad valorem property tax. (Property Tax Code, Section 31.02(a) and 33.01(a)).

3. Delinquent assessment collection attorneys become involved at the same times as do the delinquent ad valorem property tax attorneys. (Property Tax Code, Sections 6.30, 33.07, 33.08, 33.11, and 33.48).

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

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

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

7. In the event **DISTRICT** levies a supplemental corrected assessment by order of its governing body after the assessment statements have already been mailed, **CITY/TOWN** shall provide **COUNTY** with an updated assessment roll identifying the corrected assessments levied by **DISTRICT'S** governing body under Local Government Code Section 372.017, as corrected by any supplemental assessments levied by its governing body under Section 372.019. **CITY/TOWN** agrees to pay **COUNTY** a programming charge of \$5,000.00. **COUNTY** will mail corrected statements to the owner of each affected parcel. County will charge a fee for preparing and mailing will be at rate not to exceed **\$1.00** per corrected statement. The **DISTRICT** assessment shall be entered into the **COUNTY** records as a fixed lien and applied to the properties assessed by the **DISTRICT** as reflected on the Appraisal District records submitted to **COUNTY**. **The corrected assessment is to be accompanied by the resolution passed by the governing body for the assessment year.** The fee for this service will be the same per statement rate described in Section 1 of this Article VII. When a refund is required per Property Tax Code Section 26.07(g), **COUNTY** will charge a \$.25 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of

a corrected assessment roll, will be the responsibility of the **COUNTY**. **CITY/TOWN** will be billed for the refunds, postage and processing fees.

8. **CITY/TOWN** understands and agrees that **COUNTY** will, no later than January 31<sup>st</sup> of the assessment year, deduct from current collections of **CITY/TOWN** the "Total Cost" of providing all services described in Sections 1-5 above. This "Total Cost" includes any such services that have not yet been performed at the time of deduction. During the initial term of this Agreement, the "Total Cost" of providing all services described in Sections 1-5 above shall be the total of: **\$1.00** (the "per parcel rate") x the total number of parcels listed on **CITY/TOWN's** preceding assessments year Assessment Roll on September 30<sup>th</sup> of the assessments year. During the first and second renewal terms of this agreement, the "per parcel rate" will be the per parcel rate approved by Commissioners Court for the applicable assessments year, provided notice of that rate is provided to **CITY/TOWN** as described in Section 9 of this Article VII. In the event **COUNTY** does not provide **CITY/TOWN** with said notice, the per parcel rate charged during the preceding term will apply.

In the event costs for additional delayed assessments statements, processing and mailing are incurred as described in Section 1, **COUNTY** shall bill **CITY/TOWN** for such amounts. **CITY/TOWN** shall pay **COUNTY** all such billed amounts within 30 days of its receipt of said bill.

9. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the County in performing assessments collection services. The collection rate for each tax year is approved by County Commissioners' Court, and all entities are assessed the same per parcel collection rate. Following approval

of the collection rate for each assessments year, **COUNTY** will, at least sixty (60) days prior to the expiration date of the then-current term of this Agreement, provide **CITY/TOWN** with written notice of that rate.

#### VIII.

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

1. For deposits of assessments, penalties, and interest, payment shall be by wire transfer or ACH to **CITY/TOWN's** depository accounts only as applicable, specific on the Direct Deposit Authorization executed between the **CITY/TOWN** and **COUNTY**. Only in the event of failure of electronic transfer protocol will a check for deposits of assessments, penalty and interest be sent by mail to **CITY/TOWN**.

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

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

IX.

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

X.

This Agreement represents the entire agreement between **CITY/TOWN** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **CITY/TOWN** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XI.

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

**COUNTY:**

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

**CITY/TOWN:**

TOWN OF LITTLE ELM
100 W. ELDORADO PARKWAY
LITTLE ELM, TEXAS 75068

XII.

**CITY/TOWN** hereby designates KELLY WILSON to act on behalf of **CITY/TOWN**, and to serve as Liaison for **CITY/TOWN** to ensure the performance of all duties and obligations of **CITY/TOWN** as stated in this Agreement. **CITY/TOWN's** designee shall devote sufficient time and attention to the execution of said duties on behalf of **CITY/TOWN** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **CITY/TOWN** 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 **CITY/TOWN** and **COUNTY**.

XIII.

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

XIV.

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

Executed in triplicate originals this, 21ST day of SEPTEMBER  
2021 .

**COUNTY**

Denton County Texas  
110 West Hickory  
Denton, Texas 76201

**CITY/TOWN**

TOWN OF LITTLE ELM

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

BY: \_\_\_\_\_  
Name: CURTIS J. CORNELIOUS  
Title: MAYOR

ATTEST:

ATTEST:

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

BY: \_\_\_\_\_  
Name KATE GRAHAM  
Title ACTING TOWN SECRETARY

APPROVED FORM AND CONTENT:

APPROVED AS TO FORM:

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

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





**Date:** 09/21/2021  
**Agenda Item #:** 6. J.  
**Department:** Finance  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Kelly Wilson, Chief Financial Officer

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**AGENDA ITEM:**

Consider Action to Approve an **Interlocal Cooperation Agreement for Property Assessment and Collections Between the Town and Denton County Tax Assessor's Office for the Public Improvement District Hillstone Pointe No. 2.**

**DESCRIPTION:**

Pursuant to 372.0175 of the Texas Local Government Code, the Town has authority to contract with the County to perform the duties of collection of special assessments levied by the District. This term "collection year" refers to the period commencing on October 1 of the applicable tax year and continuing through the end of the applicable term (September 30th of the following year), in which collection and billing services are to be performed under this agreement.

The initial term of this Agreement shall be for a period of one year commencing October 1, 2021 and ending September 30, 2022. Following the initial term, this Agreement shall automatically renew for subsequent one-year terms, unless written notice of termination is provided by each respective parties.

**BUDGET IMPACT:**

The Town agrees to pay County for the receipting, bookkeeping, issuing, and mailing of assessment statements. During the initial term of this Agreement, the fee for this service will be \$1.00 per statement. The cost of this service has been budgeted in the 2022 adopted budget.

**RECOMMENDED ACTION:**

Staff recommends approval of the Interlocal Cooperation Agreement with Denton County Tax Office.

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**Attachments**

Hillstone Pointe PID ILA Denton Co Tax Office



THE STATE OF TEXAS §

COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR PROPERTY  
ASSESSMENTSASSESSMENT AND COLLECTION BETWEEN DENTON  
COUNTY, TEXAS AND  
CITY/TOWN OF LITTLE ELM - HILLSTONE POINTE NO. 2 PUBLIC  
IMPROVEMENT DISTRICT**

**INTERLOCAL COOPERATION AGREEMENT –  
ASSESSMENTS COLLECTION**

**THIS AGREEMENT** is made and entered into by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and LITTLE ELM - HILLSTONE POINTE NO. 2, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**CITY/TOWN**."

**WHEREAS**, **COUNTY** and **CITY/TOWN** mutually desire to be subject to the provisions of Texas Government Code, Chapter 791, the Interlocal Cooperation Act, and;

**WHEREAS**, pursuant to Chapter 372 of the Texas Local Government Code, Subchapter A, **CITY/TOWN** has created the

HILLSTONE POINTE - NO. 2

**PUBLIC IMPROVEMENT DISTRICT # 31**, hereinafter referred to as **DISTRICT**, and has levied special assessments on properties within the boundaries of the **CITY/TOWN**, and

**WHEREAS**, pursuant to §372.0175 of the Texas Local Government Code, **CITY/TOWN** has the authority to contract with the **COUNTY** to perform the duties of

**CITY/TOWN** relating to collection of special assessments levied by **DISTRICT** under Chapter 372, Subchapter A, and,

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

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

I.

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

## II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **CITY/TOWN** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified Tax Assessor-Collector, shall collect **DISTRICT** assessments for current tax year. **CITY/TOWN** does hereby expressly authorize **COUNTY** and **COUNTY** agrees to do and perform for **CITY/TOWN** all acts necessary and proper to collect said **DISTRICT** assessments. **COUNTY** agrees to collect base assessments, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all assessment statements (included on the tax statement for each parcel, provide daily, monthly and annual collection reports to **CITY/TOWN**, maintain both current and delinquent assessment rolls, disburse assessment monies to **CITY/TOWN** daily (business day) based on prior day assessment postings, and to develop and maintain such other records and forms as are necessary or required by State law, rules or regulations to **CITY/TOWN**. If daily disbursal is to be delayed, **COUNTY** will notify **CITY/TOWN** in the secured web entity folder the reason for the delay.

3. If **COUNTY** determines, based on **DISTRICT** assessment roll, that a person erred in paying a **DISTRICT** assessment by making a duplicate or erroneous payment **COUNTY** agrees to refund the payment to the person who erred in making it from current **DISTRICT** assessment collections. **COUNTY** agrees that such refund will be made as soon as practicable after **COUNTY** discovers the erroneous payment. The refund shall be

accompanied by a description of the property subject to the assessment sufficient to identify the property. If the property is assigned an account number, **COUNTY** shall include that number.

4. If **COUNTY** determines, based on **DISTRICT** assessment roll, that there has been an overpayment of a **DISTRICT** assessment, **COUNTY** shall send the owner a refund application. Upon owner's return of the accurate and fully completed refund application, **COUNTY** will issue, from current **DISTRICT** assessment collections, a refund of the overpayment.

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

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

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

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

9. **COUNTY** agrees that it will post to a secure website collection reports for **CITY/TOWN** listing current assessments, delinquent assessments, and penalties and interest on a daily basis through September 30<sup>th</sup> of the collection year. **COUNTY** will provide monthly collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

10. **CITY/TOWN** retains its right to select its own delinquent collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **CITY/TOWN** in the collection of delinquent assessments and related activities.

11. **CITY/TOWN** will provide **COUNTY** with notice of any change in collection attorney at least 7 days before the effective date of the new collection attorney contract.

12. **For assessments that become delinquent on February 1<sup>st</sup> of the tax year,** **COUNTY**, in its sole discretion, may mail a reminder notice to the owner of each parcel having delinquent assessments.

### III.

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

Agreement for the mutual benefit of **COUNTY** and **CITY/TOWN**. This Agreement is subject to and the parties herein shall comply with all applicable provisions of the Texas Property Tax Code and all other applicable Texas statutes.

#### IV.

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

It is understood and agreed between **COUNTY** and **CITY/TOWN** that the **CITY/TOWN**, in performing its obligations hereunder, is acting independently, and the **COUNTY** assumes no responsibility or liabilities in connection therewith to third parties. It is further understood and agreed between **COUNTY** and **CITY/TOWN** that the **COUNTY**, in performing its obligations hereunder, is acting independently, and the **CITY/TOWN** assumes no responsibilities in connection therewith to third parties. Nothing in this **AGREEMENT** is intended to benefit any third party beneficiary.

**CITY/TOWN** agrees that it will protect, defend, indemnify, and hold harmless **COUNTY** and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages received or sustained by person, persons, or property, on account of or arising out of, or in connection with the performance of the services, including without limiting the generality of the foregoing, any negligent act or omission of the **CITY/TOWN** or any employee, officer, agent, subcontractor, servant, invitee, or assignee of



the **CITY/TOWN** in the execution or performance of this **AGREEMENT**. This provision shall survive the termination of this **AGREEMENT**.

V.

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

VI.

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

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

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

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

Executed in triplicate originals this, 21ST day of SEPTEMBER  
2021 .

**COUNTY**

Denton County Texas  
110 West Hickory  
Denton, Texas 76201

**CITY/TOWN**

TOWN OF LITTLE ELM

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

BY: \_\_\_\_\_  
Name: CURTIS J. CORNELIOUS  
Title: MAYOR

ATTEST:

ATTEST:

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

BY: \_\_\_\_\_  
Name KATE GRAHAM  
Title ACTING TOWN SECRETARY

APPROVED FORM AND CONTENT:

APPROVED AS TO FORM:

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

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





**Date:** 09/21/2021  
**Agenda Item #:** 6. K.  
**Department:** Finance  
**Strategic Goal:** Maintain operational integrity and viability  
**Staff Contact:** Kelly Wilson, Chief Financial Officer

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**AGENDA ITEM:**

Consider Action to Approve an **Interlocal Cooperation Agreement for Property Assessment and Collections Between the Town and Denton County Tax Assessor's Office for the Public Improvement District Lakeside Estates No. 2.**

**DESCRIPTION:**

Pursuant to 372.0175 of the Texas Local Government Code, the Town has authority to contract with the County to perform the duties of collection of special assessments levied by the District. This term "collection year" refers to the period commencing on October 1 of the applicable tax year and continuing through the end of the applicable term (September 30th of the following year), in which collection and billing services are to be performed under this agreement.

The initial term of this Agreement shall be for a period of one year commencing October 1, 2021 and ending September 30, 2022. Following the initial term, this Agreement shall automatically renew for subsequent one-year terms, unless written notice of termination is provided by each respective parties.

**BUDGET IMPACT:**

The Town agrees to pay County for the receipting, bookkeeping, issuing, and mailing of assessment statements. During the initial term of this Agreement, the fee for this service will be \$1.00 per statement. The cost of this service has been budgeted in the 2022 adopted budget.

**RECOMMENDED ACTION:**

Staff recommends approval of the Interlocal Cooperation Agreement with Denton County Tax Office.

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**Attachments**

Lakeside Estates No. 2 ILA Denton Co Tax Office



THE STATE OF TEXAS   §

COUNTY OF DENTON   §

**INTERLOCAL COOPERATION AGREEMENT FOR PROPERTY  
ASSESSMENTSASSESSMENT AND COLLECTION BETWEEN DENTON  
COUNTY, TEXAS AND  
CITY/TOWN OF LITTLE ELM - LAKESIDE ESTATES NO. 2   PUBLIC  
IMPROVEMENT DISTRICT**

**INTERLOCAL COOPERATION AGREEMENT –  
ASSESSMENTS COLLECTION**

**THIS AGREEMENT** is made and entered into by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and LITTLE ELM - LAKESIDE ESTATES NO. 2, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**CITY/TOWN**."

**WHEREAS**, **COUNTY** and **CITY/TOWN** mutually desire to be subject to the provisions of Texas Government Code, Chapter 791, the Interlocal Cooperation Act, and;

**WHEREAS**, pursuant to Chapter 372 of the Texas Local Government Code, Subchapter A, **CITY/TOWN** has created the

LAKESIDE ESTATES - NO. 2

**PUBLIC IMPROVEMENT DISTRICT # 29**, hereinafter referred to as **DISTRICT**, and has levied special assessments on properties within the boundaries of the **CITY/TOWN**, and

**WHEREAS**, pursuant to §372.0175 of the Texas Local Government Code, **CITY/TOWN** has the authority to contract with the **COUNTY** to perform the duties of

**CITY/TOWN** relating to collection of special assessments levied by **DISTRICT** under Chapter 372, Subchapter A, and,

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

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

I.

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

## II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **CITY/TOWN** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified Tax Assessor-Collector, shall collect **DISTRICT** assessments for current tax year. **CITY/TOWN** does hereby expressly authorize **COUNTY** and **COUNTY** agrees to do and perform for **CITY/TOWN** all acts necessary and proper to collect said **DISTRICT** assessments. **COUNTY** agrees to collect base assessments, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all assessment statements (included on the tax statement for each parcel, provide daily, monthly and annual collection reports to **CITY/TOWN**, maintain both current and delinquent assessment rolls, disburse assessment monies to **CITY/TOWN** daily (business day) based on prior day assessment postings, and to develop and maintain such other records and forms as are necessary or required by State law, rules or regulations to **CITY/TOWN**. If daily disbursal is to be delayed, **COUNTY** will notify **CITY/TOWN** in the secured web entity folder the reason for the delay.

3. If **COUNTY** determines, based on **DISTRICT** assessment roll, that a person erred in paying a **DISTRICT** assessment by making a duplicate or erroneous payment **COUNTY** agrees to refund the payment to the person who erred in making it from current **DISTRICT** assessment collections. **COUNTY** agrees that such refund will be made as soon as practicable after **COUNTY** discovers the erroneous payment. The refund shall be

accompanied by a description of the property subject to the assessment sufficient to identify the property. If the property is assigned an account number, **COUNTY** shall include that number.

4. If **COUNTY** determines, based on **DISTRICT** assessment roll, that there has been an overpayment of a **DISTRICT** assessment, **COUNTY** shall send the owner a refund application. Upon owner's return of the accurate and fully completed refund application, **COUNTY** will issue, from current **DISTRICT** assessment collections, a refund of the overpayment.

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

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

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

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

9. **COUNTY** agrees that it will post to a secure website collection reports for **CITY/TOWN** listing current assessments, delinquent assessments, and penalties and interest on a daily basis through September 30<sup>th</sup> of the collection year. **COUNTY** will provide monthly collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

10. **CITY/TOWN** retains its right to select its own delinquent collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **CITY/TOWN** in the collection of delinquent assessments and related activities.

11. **CITY/TOWN** will provide **COUNTY** with notice of any change in collection attorney at least 7 days before the effective date of the new collection attorney contract.

12. **For assessments that become delinquent on February 1<sup>st</sup> of the tax year,** **COUNTY**, in its sole discretion, may mail a reminder notice to the owner of each parcel having delinquent assessments.

### III.

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

Agreement for the mutual benefit of **COUNTY** and **CITY/TOWN**. This Agreement is subject to and the parties herein shall comply with all applicable provisions of the Texas Property Tax Code and all other applicable Texas statutes.

#### IV.

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

It is understood and agreed between **COUNTY** and **CITY/TOWN** that the **CITY/TOWN**, in performing its obligations hereunder, is acting independently, and the **COUNTY** assumes no responsibility or liabilities in connection therewith to third parties. It is further understood and agreed between **COUNTY** and **CITY/TOWN** that the **COUNTY**, in performing its obligations hereunder, is acting independently, and the **CITY/TOWN** assumes no responsibilities in connection therewith to third parties. Nothing in this **AGREEMENT** is intended to benefit any third party beneficiary.

**CITY/TOWN** agrees that it will protect, defend, indemnify, and hold harmless **COUNTY** and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages received or sustained by person, persons, or property, on account of or arising out of, or in connection with the performance of the services, including without limiting the generality of the foregoing, any negligent act or omission of the **CITY/TOWN** or any employee, officer, agent, subcontractor, servant, invitee, or assignee of



the **CITY/TOWN** in the execution or performance of this **AGREEMENT**. This provision shall survive the termination of this **AGREEMENT**.

V.

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

VI.

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

VII.

For the services rendered during the assessment year, **CITY/TOWN** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of assessment statements as follows:

1. The current assessment statements will be mailed by October 10<sup>th</sup> of the assessments year or as soon thereafter as practical. If **CITY/TOWN** does not provide **COUNTY** with the fixed lien assessment levied and the assessment roll by **CITY/TOWN**'s governing body under Local Government Code Section 372.017 on or before September 10<sup>th</sup>, **COUNTY** may charge a \$5,000 late processing fee, plus the per statement fee not to exceed \$1.00 each. The assessment roll is to be accompanied by the resolution passed by the governing body for the current assessment year. All assessments

become due on receipt of the assessment/tax statement each year. The **DISTRICT** assessment shall be entered in to the **COUNTY** records as a fixed lien and applied to the properties assessed by the **DISTRICT** as reflected on the **APPRAISAL DISTRICT** records submitted to **COUNTY**. An additional notice will be sent during the month of March following the initial mailing provided that **CITY/TOWN** has requested such a notice on or before February 28<sup>th</sup> of the collection year. During the initial term of this Agreement, the fee for this service will be **\$1.00** per statement. During the first and second renewal terms of this Agreement, the fee for this service will be the per statement rate approved by Commissioners Court for the applicable assessments year, provided notice of that rate is provided to **CITY/TOWN** as described in Section 8 of this Article VII. In the event **COUNTY** does not provide **CITY/TOWN** with said notice, the rate charged during the preceding term will apply.

2. All unpaid assessments become delinquent on February 1st of the year following the assessment year. Penalty and interest fees accrue at the same rate and time schedule as the same year's ad valorem property tax. (Property Tax Code, Section 31.02(a) and 33.01(a)).

3. Delinquent assessment collection attorneys become involved at the same times as do the delinquent ad valorem property tax attorneys. (Property Tax Code, Sections 6.30, 33.07, 33.08, 33.11, and 33.48).

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

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

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

7. In the event **DISTRICT** levies a supplemental corrected assessment by order of its governing body after the assessment statements have already been mailed, **CITY/TOWN** shall provide **COUNTY** with an updated assessment roll identifying the corrected assessments levied by **DISTRICT'S** governing body under Local Government Code Section 372.017, as corrected by any supplemental assessments levied by its governing body under Section 372.019. **CITY/TOWN** agrees to pay **COUNTY** a programming charge of \$5,000.00. **COUNTY** will mail corrected statements to the owner of each affected parcel. County will charge a fee for preparing and mailing will be at rate not to exceed **\$1.00** per corrected statement. The **DISTRICT** assessment shall be entered into the **COUNTY** records as a fixed lien and applied to the properties assessed by the **DISTRICT** as reflected on the Appraisal District records submitted to **COUNTY**. **The corrected assessment is to be accompanied by the resolution passed by the governing body for the assessment year.** The fee for this service will be the same per statement rate described in Section 1 of this Article VII. When a refund is required per Property Tax Code Section 26.07(g), **COUNTY** will charge a \$.25 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of

a corrected assessment roll, will be the responsibility of the **COUNTY**. **CITY/TOWN** will be billed for the refunds, postage and processing fees.

8. **CITY/TOWN** understands and agrees that **COUNTY** will, no later than January 31<sup>st</sup> of the assessment year, deduct from current collections of **CITY/TOWN** the "Total Cost" of providing all services described in Sections 1-5 above. This "Total Cost" includes any such services that have not yet been performed at the time of deduction. During the initial term of this Agreement, the "Total Cost" of providing all services described in Sections 1-5 above shall be the total of: **\$1.00** (the "per parcel rate") x the total number of parcels listed on **CITY/TOWN's** preceding assessments year Assessment Roll on September 30<sup>th</sup> of the assessments year. During the first and second renewal terms of this agreement, the "per parcel rate" will be the per parcel rate approved by Commissioners Court for the applicable assessments year, provided notice of that rate is provided to **CITY/TOWN** as described in Section 9 of this Article VII. In the event **COUNTY** does not provide **CITY/TOWN** with said notice, the per parcel rate charged during the preceding term will apply.

In the event costs for additional delayed assessments statements, processing and mailing are incurred as described in Section 1, **COUNTY** shall bill **CITY/TOWN** for such amounts. **CITY/TOWN** shall pay **COUNTY** all such billed amounts within 30 days of its receipt of said bill.

9. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the County in performing assessments collection services. The collection rate for each tax year is approved by County Commissioners' Court, and all entities are assessed the same per parcel collection rate. Following approval

of the collection rate for each assessments year, **COUNTY** will, at least sixty (60) days prior to the expiration date of the then-current term of this Agreement, provide **CITY/TOWN** with written notice of that rate.

#### VIII.

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

1. For deposits of assessments, penalties, and interest, payment shall be by wire transfer or ACH to **CITY/TOWN's** depository accounts only as applicable, specific on the Direct Deposit Authorization executed between the **CITY/TOWN** and **COUNTY**. Only in the event of failure of electronic transfer protocol will a check for deposits of assessments, penalty and interest be sent by mail to **CITY/TOWN**.

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

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

IX.

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

X.

This Agreement represents the entire agreement between **CITY/TOWN** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **CITY/TOWN** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XI.

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

**COUNTY:**

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

**CITY/TOWN:**

TOWN OF LITTLE ELM
100 W. ELDORADO PARKWAY
LITTLE ELM, TEXAS 75068

XII.

**CITY/TOWN** hereby designates KELLY WILSON to act on behalf of **CITY/TOWN**, and to serve as Liaison for **CITY/TOWN** to ensure the performance of all duties and obligations of **CITY/TOWN** as stated in this Agreement. **CITY/TOWN's** designee shall devote sufficient time and attention to the execution of said duties on behalf of **CITY/TOWN** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **CITY/TOWN** 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 **CITY/TOWN** and **COUNTY**.

XIII.

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

XIV.

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

Executed in triplicate originals this, 21ST day of SEPTEMBER  
20 21 .

**COUNTY**

Denton County Texas  
110 West Hickory  
Denton, Texas 76201

**CITY/TOWN**

TOWN OF LITTLE ELM

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

BY: \_\_\_\_\_  
Name: CURTIS J. CORNELIOUS  
Title: MAYOR

ATTEST:

ATTEST:

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

BY: \_\_\_\_\_  
Name KATE GRAHAM  
Title ACTING TOWN SECRETARY

APPROVED FORM AND CONTENT:

APPROVED AS TO FORM:

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

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





**Date:** 09/21/2021  
**Agenda Item #:** 6. L.  
**Department:** Administrative Services  
**Strategic Goal:** Maximize community recreation and leisure activities  
**Staff Contact:** Jennette Espinosa, EDC Executive Director

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**AGENDA ITEM:**

Consider Action to Approve the **Performance Agreement Between Tiff's Treats, Dallas II, LLC and Little Elm EDC.**

**DESCRIPTION:**

The details of this Performance Agreement are listed below:

- Building Permit. The Developer covenants and agrees to make application to receive a building permit by September 30, 2021 from the Town for 1,138 square feet of commercial space located on the land at 211 West Eldorado Parkway, Little Elm, Texas. The Little Elm EDC shall cause the Town of Little Elm to waive all building permit fees, review fees, sign fees and any other fees imposed by the Town.
- This Agreement shall be effective as of the Effective Date, and shall continue thereafter until December 31, 2024, unless terminated sooner under the provisions hereof.
- Certificate of Occupancy. Developer covenants and agrees to obtain or cause to be obtained by June 1, 2022, a Certificate of Occupancy from the Town for a minimum of 1,138 square feet for Tiff's Treats Bakery space located on the Property.
- Job Creation and Retention. Developer covenants and agrees by June 1, 2022, and during the Term of this Agreement to employ and maintain a minimum of twelve (12) Full-Time Equivalent Employment Positions working at the Property.
- Chamber of Commerce. Developer agrees to obtain a Pontoon Level annual membership (\$325.00) or higher prior to opening for business (obtained CO) and agrees to maintain said membership for the Term of this Agreement.

**BUDGET IMPACT:**

Little Elm EDC agrees to submit reimbursement for Qualified Expenditures made by the Developer in the amount of **Ten Thousand and NO/100 Dollars (\$10,000.00)** by **July 30, 2022**, upon receiving the Certificate of Occupancy and is open for business.

In the event that Default occurs, the Incentive shall become immediately due and payable by the Developer to Little Elm EDC in the following manner:

- Effective Date through December 31, 2022 — 100% of the Total Incentive
- Calendar Year 2023 – 66.67% of Total Incentive
- Calendar Year 2024 – 33.33% of Total Incentive

Little Elm EDC agrees to a **Developer Construction Allowance** where the developer is entitled to a construction allowance related to its improvements of the Property in the amount of a maximum of \$55.00 per square foot. Little Elm EDC to **reimburse the Landlord directly for fifty percent (50%) of the Allowance**, subject to approval by the EDC Board of Directors

**RECOMMENDED ACTION:**

Staff recommends approval of the Performance Agreement between Tiff's Treats, Dallas II, LLC and Little Elm EDC.

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**Attachments**

Tiff's Treats Performance Agreement

## PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** (the "Agreement") by and between **TIFF'S TREATS DALLAS II, LLC**, a Texas limited liability company (hereinafter referred to as "Developer"), and the **LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the "LEEDC"), is made and executed on the following recitals, terms and conditions.

**WHEREAS**, LEEDC is an economic development corporation operating pursuant to Chapter 504 of the Texas Local Government Code, as amended (also referred to as the "Act"), and the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended; and

**WHEREAS**, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term "project" to mean "expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . ."; and

**WHEREAS**, Section 501.158 of the Texas Local Government Code prohibits the provision of a direct incentive unless LEEDC enters into an agreement with Developer providing, at a minimum, a schedule of additional payroll or jobs to be created or retained by LEEDC's investment; a schedule of capital investments to be made as consideration for any direct incentives provided by LEEDC to Developer; and a provision specifying the terms and conditions upon which repayment must be made should Developer fail to meet the agreed to performance requirements specified in this Agreement; and

**WHEREAS**, Developer has applied to LEEDC for financial assistance necessary for the construction of Qualified Expenditures to be made to the property generally located at 211 West Eldorado Parkway, Town of Little Elm, Texas (hereinafter referred to as the "Property"); and

**WHEREAS**, the LEEDC's Board of Directors have determined the financial assistance provided to Developer for the Qualified Expenditures to be made to the Property is consistent with and meets the definition of "project" as that term is defined in Section 501.103 of the Texas Local Government Code; and the definition of "cost" as that term is defined by Section 501.152 of the Texas Local Government Code; and

**WHEREAS**, Developer agrees and understands that Section 501.073(a) of the Texas Local Government Code requires the town council of the Town of Little Elm, Texas, (the "Town Council") to approve all programs and expenditures of the LEEDC, and accordingly this Agreement is not effective until the Town Council has approved this project at a Town Council meeting called and held for that purpose.

**NOW, THEREFORE**, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby



acknowledged, the LEEDC and Developer agree as follows:

**SECTION 1. FINDINGS INCORPORATED.**

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

**SECTION 2. TERM.**

This Agreement shall be effective as of the Effective Date, and shall continue thereafter until **December 31, 2024**, unless terminated sooner under the provisions hereof.

**SECTION 3. DEFINITIONS.**

The following words shall have the following meanings when used in this Agreement.

- (a) **Act.** The word "Act" means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word "Agreement" means this Performance Agreement, together with all exhibits and schedules attached to this Performance Agreement from time to time, if any.
- (c) **Developer.** The word "Developer" means Tiff's Treats Dallas II, LLC, a Texas limited liability company, and its successors and assigns, whose address for the purposes of this Agreement is 8310 N. Capital of Texas Hwy #1 – 110, Austin, Texas 78731.
- (d) **Effective Date.** The words "Effective Date" mean the date of the latter to execute this Agreement by and between the LEEDC and Developer.
- (e) **Event of Default.** The words "Event of Default" mean and include any of the Events of Default set forth below in the section entitled "Events of Default."
- (f) **Full-Time Equivalent Employment Position.** The words "Full-Time Equivalent Employment Position" or "Full-Time Equivalent Employment Positions" mean and include a job requiring a minimum of One Thousand Eight Hundred Twenty (1,820) hours of work averaged over a twelve (12) month period. Full-Time Equivalent Employment Positions may be comprised of more than one (1) employee for purposes of this calculation.
- (g) **Landlord.** The word "Landlord" shall mean Village at Lakefront, LLC, a Texas limited liability company.
- (h) **Lease.** The word "Lease" shall mean the Lease Agreement between Developer and Landlord relating to the Property.

- (i) **LEEDC.** The term “LEEDC” means the Little Elm Economic Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 100 W. Eldorado Parkway, Little Elm, Texas 75068.
- (j) **Property.** The word “Property” means 211 West Eldorado Parkway, Little Elm, Texas 75068.
- (k) **Qualified Expenditures.** The words “Qualified Expenditures” mean those expenditures consisting of the construction and installation of improvements, consisting of a minimum 1,138 square foot Tiff’s Treats Store located on the Property, and those expenses which otherwise meet the definition of “project” as that term is defined by Section 501.103 of the Act, and the definition of “cost” as that term is defined by Section 501.152 of the Act.
- (l) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

#### **SECTION 4. AFFIRMATIVE COVENANTS OF DEVELOPER.**

Developer covenants and agrees with LEEDC that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Qualified Expenditures.** Developer covenants and agrees to submit to the LEEDC upon request, invoices, receipts, or other documentation of the Qualified Expenditures made to the Property in a form acceptable to the LEEDC prior to any reimbursement. Developer covenants and agrees to provide to the LEEDC upon request said invoices, receipts, or other documentation in the amount not to exceed **Ten Thousand and No/100 Dollars (\$10,000.00)** by **July 30, 2022**. Total estimated capital investment by Developer before tenant improvement allowances related to the Property is \$472,000.00.
- (b) **Rules Governing Construction, Additions, and Alterations.** The following rules will govern construction, additions, and alterations of the building or other improvements on the Property and the landlord will have final authority.
  - i. Tenant must at its own expense, engage a licensed architect or engineer to prepare plans and specifications for finish out, improvements, additions and/or alterations to the building and submit the same to the Town of Little Elm for approval in advance of any construction, which such approval shall be given within ten (10) days of said submission. A simulation of plans for building renovations are depicted in *Exhibit A*.
  - ii. **Building Permit.** The Developer covenants and agrees to make application to receive a building permit by **September 30, 2021** from the Town of Little Elm, Texas, for 1,138 square feet of commercial space located on the land at 211 West



Eldorado Parkway, Little Elm, Texas. The LEEDC shall cause the Town of Little Elm to waive all building permit fees, review fees, sign fees, and any other fees imposed by the Town of Little Elm.

- iii. **Certificate of Occupancy.** Developer covenants and agrees to obtain or cause to be obtained by **June 1, 2022**, a Certificate of Occupancy from the Town of Little Elm, Texas, for a minimum of 1,138 square feet for Tiff's Treats Store space located on the Property.
- (c) **Name of Business.** The Developer agrees not to change the advertised name of the place of business operated in the premises from "Tiff's Treats" to another name without the LEEDC's written consent, which shall not be unreasonably withheld.
- (d) **Operation of Developer's Business.** Throughout the Term, Developer shall keep its business in the Property fully stocked and adequately staffed to meet reasonably anticipatable demand and Developer shall conduct such business in good faith and in a reputable manner. Throughout the Term, Developer shall occupy the entire Property and hold such business open to the public not fewer than eight hours per day, six (6) days per week, except that Developer may be closed or have limited hours of operation of Thanksgiving Eve, Thanksgiving Day, December 24-26, December 31, and January 1 of each calendar year of the Term.
- (e) **Other Locations.** Developer and those owning a majority of the outstanding membership interest of Developer shall not operate a similar business to the business operated at the Property within a radius of three (3) miles of the Property during the Term of this Agreement.
- (f) **Operate Tiff's Treats Bakery.** Developer covenants and agrees by **June 1, 2022**, and during the Term of this Agreement, to keep open to the general public the Tiff's Treats Store located on the Property.
- (g) **Job Creation and Retention.** Developer covenants and agrees by **June 1, 2022**, and during the Term of this Agreement to employ and maintain a minimum of **twelve (12)** Full-Time Equivalent Employment Positions working at the Property. Developer shall deliver to LEEDC upon request an annual compliance verification signed by a duly authorized representative of Developer that shall certify the number of Full-Time Equivalent Employment Positions and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions (the "Annual Compliance Verification").
- (h) **Chamber of Commerce.** Developer agrees to obtain a Pontoon Level annual membership (\$325.00) or higher prior to obtaining the Certificate of Occupancy, as described in Section 4(b)(iii) of this Agreement, and agrees to maintain said membership for the Term of this Agreement.

## SECTION 5. AFFIRMATIVE COVENANTS OF LEEDC.

LEEDC covenants and agrees with Developer that, while this Agreement is in effect, LEEDC shall comply with the following terms and conditions:

- (a) **Financial Assistance.** LEEDC covenants and agrees to submit reimbursement for Qualified Expenditures made by the Developer in the amount of **Ten Thousand and No/100 Dollars (\$10,000.00)** within thirty (30) days of receipt of invoices, receipts, or other documentation in the minimum amount of **Ten Hundred Thousand and No/100 Dollars (\$10,000.00)** by **July 30, 2022**, consistent with Section 4(a) of this Agreement.
- (b) **Performance.** LEEDC agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between LEEDC and the Developer.
- (c) **Developer Construction Allowance.** Pursuant to the terms of the Lease, Developer is entitled to a construction allowance related to its improvements of the Property in the amount of a maximum of \$55.00 per square foot (the "Allowance"). LEEDC hereby covenants and agrees to reimburse Landlord directly for fifty percent (50%) of the Allowance, subject to approval by the Little Elm Economic Development Board.

## SECTION 6. CESSATION OF ADVANCES.

If LEEDC has made any commitment to provide financial assistance to Developer, whether under this Agreement or under any other agreement, LEEDC shall have no obligation to advance or disburse financial assistance if: (i) Developer becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (ii) an Event of Default occurs beyond any applicable cure period.

## SECTION 7. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

- (a) **General Event of Default.** Failure of Developer or LEEDC to comply with or to perform any other term, obligation, covenant, or condition contained in this Agreement, or failure of Developer or LEEDC to comply with or to perform any other term, obligation, covenant, or condition contained in any other agreement by and between Developer and LEEDC is an Event of Default.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to LEEDC by or on behalf of Developer under this Agreement that is false in any material respect, either now or at the time made or furnished is an Event of Default.
- (c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's



property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.

- (d) **Ad Valorem Taxes.** Developer allows its ad valorem taxes owed to the Town of Little Elm, Texas, to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from LEEDC and/or Denton County Central Appraisal District is an Event of Default.

## **SECTION 8. EFFECT OF AN EVENT OF DEFAULT.**

In the event of default under Section 7 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement. Additionally, in the event Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the amounts provided by LEEDC to Developer pursuant to Section 5(a) of this Agreement (the "Total Incentive") shall become immediately due and payable by Developer to LEEDC in the following manner. The Event of Default occurs:

Effective Date through December 31, 2022	100% of Total Incentive;
Calendar Year 2023	66.67% of Total Incentive; and
Calendar Year 2024	33.33% of Total Incentive.

## **SECTION 9. INDEMNIFICATION.**

Each of Developer and LEEDC shall indemnify, save, and hold harmless the other party, its directors, officers, agents, attorneys, and employees (collectively, the "Indemnitees") from and against: (i) any and all claims, demands, actions or causes of action that are asserted against any Indemnatee if the claim, demand, action or cause of action directly or indirectly relates to tortious interference with contract or business interference, or wrongful or negligent use of LEEDC's financial assistance by Developer or its agents and employees; (ii) any administrative or investigative proceeding by any governmental authority directly or indirectly related, to a claim, demand, action or cause of action in which LEEDC is a disinterested party; (iii) any claim, demand, action or cause of action which directly or indirectly contests or challenges the legal authority of LEEDC or Developer to enter into this Agreement; and (iv) any and all liabilities, losses, costs, or expenses (including reasonable attorneys' fees and disbursements) that any Indemnatee suffers or incurs as a result of any of the foregoing; provided, however, that neither LEEDC nor Developer shall have no obligation under this Section to the other party with respect to any of the foregoing arising out of the gross negligence or willful misconduct of LEEDC or Developer or the breach by LEEDC or Developer of this Agreement. If any claim, demand, action, or cause



of action is asserted against any Indemnitee, such Indemnitee shall promptly notify the other party, but the failure to so promptly provide notice shall not affect Developer's or LEEDC's obligations under this Section unless such failure materially prejudices Developer's or LEEDC's right to participate in the contest of such claim, demand, action or cause of action, as hereinafter provided. If requested by Developer or LEEDC in writing, as so long as no Default or Event of Default shall have occurred and be continuing, such Indemnitee shall in good faith contest the validity, applicability and amount of such claim, demand, action or cause of action and shall permit Developer or LEEDC to participate in such contest. Any Indemnitee that proposes to settle or compromise any claim, demand, action, cause of action or proceeding for which Developer or LEEDC may be liable for payment of indemnity hereunder shall give Developer or LEEDC written notice of the terms of such proposed settlement or compromise reasonably in advance of settling or compromising such claim or proceeding and shall obtain Developer's or LEEDC's concurrence thereto.

#### **SECTION 10. MISCELLANEOUS PROVISIONS.**

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Denton County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Developer warrants and represents that the individual or individuals executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. LEEDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

- (g) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to LEEDC: Little Elm Economic Development Corporation  
100 W. Eldorado Parkway  
Little Elm, Texas 75068  
Attn: Jennette Espinosa, Executive Director  
Telephone: (214) 975-0455  
jke@littleelm.org

With copy to: Brown and Hofmeister, LLP.  
740 East Campbell Road, Suite 800  
Richardson, Texas 75081  
Attn: Jeff Moore, Esq.  
214-747-6109  
jmoore@bhlaw.net

if to Developer: Tiff's Treats Dallas II, LLC  
8310 N Capital of Texas Hwy #1 - 110  
Austin, Texas 78731

With copy to: Ashley Fischer  
Tiff's Treat General Counsel  
ashleyfischer@cookiedelivery.com

- (h) **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- (i) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- (j) **Undocumented Workers.** Developer certifies that the Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent

(6%), not later than the 120<sup>th</sup> day after the date the LEEDC notifies Developer of the violation.

**[The Remainder of this Page Intentionally Left Blank]**



**DEVELOPER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS PERFORMANCE AGREEMENT, AND DEVELOPER AGREES TO ITS TERMS. THIS PERFORMANCE AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS DEFINED HEREIN.**

**LEEDC:**

***LITTLE ELM ECONOMIC  
DEVELOPMENT CORPORATION,***  
a Texas non-profit corporation

By: \_\_\_\_\_  
Ken Eaken, President

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

**ATTEST:**

\_\_\_\_\_  
Jennette Espinosa, Executive Director

**DEVELOPER:**

**TIFF'S TREATS DALLAS II, LLC**  
a Texas limited liability company,

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

Kullen Kifer, Authorized Representative

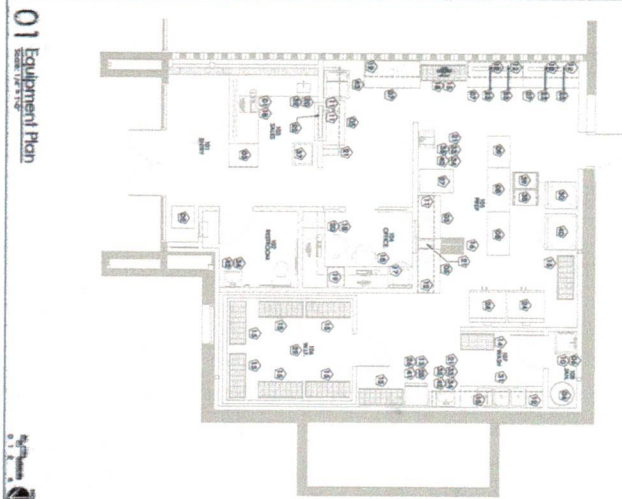
Date Signed: September 03, 2021

# Exhibit A

## Building Plans

PREPARED BY: GK

CHECKED BY: AC



01 Equipment Plan



EQUIPMENT SCHEDULE		ALL EQUIPMENT TO BE PROVIDED BY TITF'S TREATS VENDOR	
CONNECTION TO ROOM OR AREA		S.N.O.	
NO.	DESCRIPTION	NO.	DESCRIPTION
1	1.0000	1	1.0000
2	2.0000	2	2.0000
3	3.0000	3	3.0000
4	4.0000	4	4.0000
5	5.0000	5	5.0000
6	6.0000	6	6.0000
7	7.0000	7	7.0000
8	8.0000	8	8.0000
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99	99.0000	99	99.0000
100	100.0000	100	100.0000

LEGEND  
1. EQUIPMENT TO BE PROVIDED BY TITF'S TREATS VENDOR

Q1.01

Equipment Plan

Project #: 17-1046-1004

Scale: 1/8" = 1'-0"

Date: 03/03/2021

Drawn By: GK

Checked By: AC

Project Name: The Lakefront Little Elm

Address: 211 E. Main Street, Little Elm, Texas 75040

Client: Tiff's Treats

Project Manager: [Name]

Architect: [Name]

Engineer: [Name]

Contractor: [Name]

Subcontractor: [Name]

Supplier: [Name]

Manufacturer: [Name]

Distributor: [Name]

Installer: [Name]

Maintainer: [Name]

Operator: [Name]

Inspector: [Name]

Tester: [Name]

Recorder: [Name]

Reporter: [Name]

Reviewer: [Name]

Approver: [Name]

Signer: [Name]

Date: [Date]

Location: [Location]

Notes: [Notes]

Comments: [Comments]

Revisions: [Revisions]

History: [History]

Log: [Log]

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Appendices: [Appendices]

Supplements: [Supplements]

Attachments: [Attachments]

Drawings: [Drawings]

Specifications: [Specifications]

Standards: [Standards]

Codes: [Codes]

Regulations: [Regulations]

Permits: [Permits]

Approvals: [Approvals]

Signatures: [Signatures]

Seals: [Seals]

Stamps: [Stamps]

Logos: [Logos]

Emblems: [Emblems]

Icons: [Icons]

Symbols: [Symbols]

Markers: [Markers]

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Supplements: [Supplements]

Attachments: [Attachments]

Drawings: [Drawings]

Specifications: [Specifications]



## Town Council Meeting

**Date:** 09/21/2021  
**Agenda Item #:** 6. M.  
**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 McCord Trail Repair Project.**

### DESCRIPTION:

In February 2021, Town Council awarded a construction contract to GRod Construction, LLC for repairs to the McCord Trail and wastewater system near the Kings Crossing subdivision. The project included the installation of measures intended to temporarily remedy streambank erosion concerns, remove damaged trail sections, install a safe, soft-surface walking path, and repair the existing manhole. The project has been completed and placed into service, and the contractor is preparing the required closeout documentation.

### BUDGET IMPACT:

Funding for the project was allocated in Capital Improvement Funds

\$	168,630.00	Original Contract Amount
\$	(27,356.00)	Pay Item Underruns
\$	<b>141,274.00</b>	<b>Final Contract Amount</b>
\$	7,063.70	Retainage Due (5%)

### RECOMMENDED ACTION:

Staff recommends approval of the final acceptance and authorizing the release of \$7,063.70 in retainage funds after all closeout documentation is received.

---

### Attachments

Final Pay Application



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**Project:** Kings Crossing Park Erosion Repair  
**Owner:** Town of Little Elm  
**General Contractor:** GRod Construction, LLC  
**Sub-Contractor:**  
**Engineer:**  
**Project #:**  
**Estimate #:** 4 Retainage  
**From:**  
**To:**

---

---

**Summary of Payment Estimate Values From Attached Tabulations**

---

<b>Original Contract Amount:</b>	\$	168,630.00
<b>Approved Change Orders:</b>	\$	-
<b>Current Contract Amount:</b>	\$	168,630.00
<b>Value of Work Performed to Date:</b>	\$	141,274.00
<b>5% Retainage:</b>	\$	-
<b>Amount of Previous Payments:</b>	\$	134,210.30
<b>Balance Due This Estimate:</b>	\$	7,063.70
<b>Percentage of Contract Value Complete:</b>		84%

<b>Original Contract Time:</b>	180	CD
<b>Additional Time with Approved Change Orders:</b>	0	CD
<b>Current Contract Time:</b>	180	CD
<b>Contract Time Charged:</b>	0	CD
<b>Percentage of Contract Time Used:</b>	0%	

---

The undersigned Contractor 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, mat

---

Contractor Signature: \_\_\_\_\_

Date Signed: 8/25/2021

Printed Name: Carlos Rangel

---

Owner's Representative: \_\_\_\_\_

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

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



Invoice # 04  
 Invoice Date: 08/25/2021

General Contractor  
 Grod Construction LLC  
 889 East Rock Island Ave.  
 Boyd TX 76023  
 USA

Job: Kings Crossing Park Erosion Repai

Owner Code	Description	Contract Quantities	Unit	Unit Price	Contract Amount	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date	% Complete
<b>BASE BID PROJECT</b>											
1	MOBILIZATION	1.000	LS	2,000.00	\$ 2,000.00	1		1	\$ -	\$ 2,000.00	100%
2	Remove Concrete Trail And Haul Off	2,000.000	SF	4.00	\$ 8,000.00	2000		2000	\$ -	\$ 8,000.00	100%
3	Embankment Common Fill	40.000	LD	350.00	\$ 14,000.00	40		40	\$ -	\$ 14,000.00	100%
4	Labor & Equipment for Embankment Import	3.000	DAY	4,500.00	\$ 13,500.00	3		3	\$ -	\$ 13,500.00	100%
5	18" RCP	24.000	LF	120.00	\$ 2,880.00	24		24	\$ -	\$ 2,880.00	100%
6	18" SET	1.000	LS	2,800.00	\$ 2,800.00	1		1	\$ -	\$ 2,800.00	100%
7	Dig and Repair Existing Manhole	1.000	LS	35,000.00	\$ 35,000.00	1		1	\$ -	\$ 35,000.00	100%
8	New Precast Manhole Extensions if Needed	3.000	EA	1,800.00	\$ 5,400.00			0	\$ -	\$ -	0%
9	Sewer line repair	200.000	LF	124.00	\$ 24,800.00	6		6	\$ -	\$ 744.00	3%
10	Trench Safety	1.000	LS	2,500.00	\$ 2,500.00	1		1	\$ -	\$ 2,500.00	100%
11	Rip Rap Material to Backfill	10.000	LD	1,150.00	\$ 11,500.00	10		10	\$ -	\$ 11,500.00	100%
12	Labor And Equipment To Install Rip Rap	4.000	DAY	3,700.00	\$ 14,800.00	4		4	\$ -	\$ 14,800.00	100%
13	Filter Fabric For Rip Rap	1.000	ROLL	400.00	\$ 400.00	1		1	\$ -	\$ 400.00	100%
14	Temporary fencing to Block Pedestrians	150.000	LF	8.00	\$ 1,200.00	150		150	\$ -	\$ 1,200.00	100%
15	4" Flex Base	50.000	TON	65.00	\$ 3,250.00	50		50	\$ -	\$ 3,250.00	100%
16	4" Decompose Granit	50.000	TON	105.00	\$ 5,250.00	50		50	\$ -	\$ 5,250.00	100%
17	4" Metal Edging	400.000	LF	3.50	\$ 1,400.00	400		400	\$ -	\$ 1,400.00	100%
18	Revegetate Area	2,000.000	SY	7.00	\$ 14,000.00	2000		2000	\$ -	\$ 14,000.00	100%
19	Concrete Trail Repair if Needed	200.000	SF	14.00	\$ 2,800.00	350		350	\$ -	\$ 4,900.00	175%
20	Barricades	1.000	LS	1,350.00	\$ 1,350.00	1		1	\$ -	\$ 1,350.00	100%
21	Stone Wall Removal and Haul Off	1.000	LS	1,800.00	\$ 1,800.00	1		1	\$ -	\$ 1,800.00	100%
					\$ -			0	\$ -	\$ -	#DIV/0!
<b>BASE BID SUBTOTAL</b>					\$ 168,630.00				\$ -	\$ 141,274.00	84%
Owner Code	Description	Contract Quantities	Unit	Unit Price	Contract Amount	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date	% Complete
<b>**CHANGE ORDER # 1**</b>											
A4					\$ -			0	\$ -	\$ -	#DIV/0!
A5					\$ -			0	\$ -	\$ -	#DIV/0!
								0	\$ -	\$ -	#DIV/0!
<b>CHANGE ORDER # 1 SUBTOTAL</b>					\$ -				\$ -	\$ -	#DIV/0!

**Totals:** \$ 168,630.00 \$ - \$ 141,274.00 84%

Original Contract Amount \$ 168,630.00  
 Change Order Amount \$ -  
 Total Contract \$ 168,630.00

Work Completed to Date \$ 141,274.00  
 Stored Material \$ -  
 Total Complete/Stored/Pending \$ 141,274.00  
 Less Retainage \$ -  
 Total (Less Retainage) \$ 141,274.00  
 Adjustments \$ -  
 Less Previously Requested \$ 134,210.30  
 Amount Due This Request \$ 7,063.70

Approved By: Carlos Rangel  
 Contractor

Approved By: \_\_\_\_\_  
 Owner

Approved By: \_\_\_\_\_  
 Engineer



## Town Council Meeting

**Date:** 09/21/2021  
**Agenda Item #:** 7. A.  
**Department:** Development Services  
**Strategic Goal:** Maximize community recreation and leisure activities  
**Staff Contact:** Wesley Brandon, Town Engineer

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### AGENDA ITEM:

Hold a Public Hearing, Present, Discuss, and Consider Action on **Resolution No. 0921202104 Authorizing Submission of the Grant Application and Designating the Town Manager as the Authorized Representative in Matters Related to the Texas Parks & Wildlife Department Outdoor Recreation Grant Application for Cottonwood Park Phase 2.**

**Open Public Hearing:**

**Receive Public Comments:**

**Close Public Hearing:**

**Take Action on Resolution No. 0921202104:**

### DESCRIPTION:

Town Staff are preparing an application for the Texas Parks & Wildlife Department's Outdoor Recreation grant to assist in the development of amenities for Cottonwood Park Phase 2. The application is due on October 1, 2021. The project will include amenities and improvements as listed in the "Cabins & RV Park" phase of the Cottonwood Park Master Plan, such as trails, play areas, RV campsites, and fishing piers. Cottonwood Park and the project site are located within the 100-year floodplain. The proposed project does not involve any significant changes to existing drainage patterns; and therefore, no impact to hydrology or the floodplain is anticipated. The project will also require approval from the US Army Corps of Engineers (USACE). The Texas Parks & Wildlife Department requires: 1) a resolution dedicating the land to be developed in Cottonwood Park as parkland for recreation purposes in perpetuity; 2) a resolution authorizing support of the project and naming the authorizing official; and 3) public input regarding the project and its location within the 100-year floodplain.

### BUDGET IMPACT:

Total Estimated Project Cost (Cabins & RV Park Phase): \$8,400,000

Total Eligible Grant Funding: \$1,500,000 (Max.)

Required Local (Town) Match: \$750,000 (50%)

**RECOMMENDED ACTION:**

Staff recommends approval.

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**Attachments**

Resolution 0921202104

Cottonwood Park Master Plan

**TOWN OF LITTLE ELM, TEXAS**

**RESOLUTION NO. 0921202104**

**A RESOLUTION BY THE TOWN OF LITTLE ELM, AS HEREINAFTER REFERRED TO AS “APPLICANT,” DESIGNATING THE TOWN MANAGER AS BEING RESPONSIBLE FOR, ACTING FOR, AND ON BEHALF OF THE APPLICANT IN DEALING WITH THE TEXAS PARKS AND WILDLIFE DEPARTMENT, HEREINAFTER REFERRED TO AS “DEPARTMENT,” FOR THE PURPOSE OF PARTICIPATING IN THE LOCAL PARK GRANT PROGRAM, HEREINAFTER REFERRED TO AS THE “PROGRAM”; CERTIFYING THAT THE APPLICANT IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE; CERTIFYING THAT THE APPLICANT MATCHING SHARE IS READILY AVAILABLE; AND DEDICATING THE PROPOSED SITE FOR PERMANENT (OR FOR THE TERM OF THE LEASE OF THE PROPERTY) PUBLIC PARK AND RECREATIONAL USES.**

**WHEREAS**, the Applicant is fully eligible to receive assistance under the Program; and

**WHEREAS**, the Applicant is desirous of authorizing an official to represent and act for the Applicant in dealing with the Department concerning the Program;

**NOW THEREFORE BE IT RESOLVED BY THE APPLICANT:**

**SECTION 1**

That the Applicant hereby certifies that they are eligible to receive assistance under the Program, and that the notice of the application has been posted according to local public hearing requirements.

**SECTION 2**

That the Applicant hereby certifies that the matching share for this application is readily available at this time.

**SECTION 3**

That the Applicant hereby authorizes and directs the Town Manager to act for the Applicant in dealing with the Department for the purposes of the Program, and that the Town Manager is hereby officially designated as the representative in this regard.

**SECTION 4**

The Applicant hereby specifically authorizes the official to make application to the Department concerning the site to be known as Cottonwood Park in the Town of Little Elm or use as a park site and is hereby dedicated (or will be dedicated upon completion of the proposed acquisition) for public park and recreation purposes in perpetuity (or for the lease term, if legal control is through a lease). Projects with federal monies may have differing requirements.

**PASSED AND APPROVED** this 21<sup>st</sup> day of September, 2021.

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Curtis J. Cornelious, Mayor  
Mayor

ATTEST:

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Kate Graham, Acting Town Secretary





# Cottonwood Park Master Plan

Town of Little Elm Parks & Recreation Department

Final Master Plan

May 9, 2019

 DUNAWAY



**Date:** 09/21/2021  
**Agenda Item #:** 8. A.  
**Department:** Economic Development Corporation  
**Strategic Goal:** Promote and expand Little Elm's identity  
**Staff Contact:** Jennette Espinosa, EDC Executive Director

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**AGENDA ITEM:**

Present, Discuss and Consider Action on **Resolution No. 0921202101 Setting a Public Hearing on October 19, 2021 for the Creation of the Spiritas Ranch East Public Improvement District in Accordance with Chapter 372 of the Texas Local Government Code.**

**DESCRIPTION:**

On August 26, 2021, MM Little Elm 43, LLC submitted and filed with the Town Secretary of Little Elm a petition requesting the establishment of a Public Improvement District for the property within the Town.

**BUDGET IMPACT:**

There is no budget impact for this item.

**RECOMMENDED ACTION:**

Staff recommends approval of Resoution No. 0921202101.

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**Attachments**

Resolution 0921202101 to create Spiritas East PID

**TOWN OF LITTLE ELM, TEXAS**

**RESOLUTION NO. 0921202101**

**A RESOLUTION SETTING A PUBLIC HEARING UNDER SEC. 372.009 OF THE TEXAS LOCAL GOVERNMENT CODE FOR THE CREATION OF THE SPIRITAS EAST PUBLIC IMPROVEMENT DISTRICT LOCATED WITHIN THE TOWN LIMITS OF LITTLE ELM, TEXAS; AND AUTHORIZING THE ISSUANCE OF NOTICE BY THE TOWN SECRETARY OF LITTLE ELM, TEXAS REGARDING THE PUBLIC HEARING.**

**WHEREAS**, the Town of Little Elm, Texas (the “Town”), is authorized under Chapter 372 of the Texas Local Government Code (the “Act”), to create a public improvement district within its corporate limits; and

**WHEREAS**, on August 26, 2021, the owner of (1) taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located and (2) record owner of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal (the “Petitioner”), submitted and filed with the Town Secretary of Little Elm (the “Town Secretary”) a petition (“Petition”), attached as **Exhibit A**, requesting the establishment of a public improvement district for property located within the Town; and

**WHEREAS**, the Town Council of Little Elm, Texas (the “Town Council”) will hold a public hearing in accordance with Section 372.009 of the Act regarding the establishment of a public improvement district in the Town in accordance with the Petition; and

**WHEREAS**, in order to hold a public hearing for the creation of a public improvement district, notice must be given in a newspaper of general circulation in the Town before the 15<sup>th</sup> day before the date of the hearing, and written notice must be mailed to the current address of each owner, as reflected on the tax rolls, of property that would be subject to assessment under the proposed public improvement district; and

**WHEREAS**, both newspaper notice and mailed notice must contain the information required for notice as provided for in Section 372.009 of the Act; and

**WHEREAS**, the Town Council has determined to hold a public hearing on October 19, 2021 on the creation of a public improvement district; and



**WHEREAS,** the Town Council finds that the passage of this Resolution is in the best interest of the citizens of the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL:**

**Section 1:** All of the above recitals are hereby found to be true and correct factual determinations of the Town and are hereby approved and incorporated by reference as though fully set forth herein.

**Section 2:** Town Staff reviewed the Petition and determined that the same complied with the requirements of the Act and the Town Council accepts the Petition.

**Section 3:** That a public hearing is hereby called for October 19, 2021, for the purpose of hearing public testimony with respect to the creation of a public improvement district.

**Section 4:** At such time and place the Town Council will hear testimony regarding the creation of the proposed public improvement district and consider the adoption of a resolution authorizing the creation of the public improvement district.

**Section 5:** Attached hereto as **Exhibit A** is the Petition for the Creation of a Public Improvement District within the Town for The Spiritas East Public Improvement District.

**Section 6:** Attached hereto as **Exhibit B** is a form of the Notice of Public Hearing (the “Notice”) the form and substance of which is here by adopted and approved.

**Section 7:** Attached hereto as **Exhibit C** is a legal description and depiction of the approximately 43.823 acres of property to be included in the proposed public improvement district.

**Section 8:** The Town Secretary is hereby authorized and directed to cause said Notice to be published in substantially the form attached hereto, in a newspaper of general circulation in the Town, and to notify any affected landowners within the boundaries of the proposed public improvement district as required by law. The Town Secretary shall provide notice before the 15<sup>th</sup> day before the October 19, 2021 hearing.

**Section 9:** If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Town Council hereby determines that it would have adopted this Resolution without the invalid provision.

**Section 10:** This Resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

**PASSED AND APPROVED ON THIS 21st DAY OF September, 2021.**

**TOWN OF LITTLE ELM, TEXAS**

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

Name: Curtis J. Cornelious

Title: Mayor

Date: September 21, 2021

ATTEST:

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

Name: Kate Graham

Title: Acting Town Secretary

Date: September 21, 2021

APPROVED AS TO FORM

\_\_\_\_\_

Name: Robert F. Brown

Title: Town Attorney

Resolution **0921202101**

## **EXHIBIT A**

### **Petition for the Creation of a Public Improvement District**

**PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT IN  
LITTLE ELM, TEXAS FOR THE SPIRITAS EAST PUBLIC IMPROVEMENT  
DISTRICT.**

This petition ("Petition") is submitted and filed with the Town Secretary of the Town of Little Elm, Texas ("Town"), by Robert G. Penley, and Robert G. Sr. & Faith Penley, (collectively, the "Petitioner"), owner of real property located within the proposed boundaries of the District, as hereinafter defined. Acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), the Petitioner requests that the Town create a public improvement district (the "District"), to include property located within the Town limits of Little Elm, Texas ("Town"), more particularly described by a metes and bounds description in **Exhibit A** and depicted in **Exhibit B** (the "Property"). In support of this Petition, the Petitioner presents the following:

**Section 1. General Nature of the Authorized Improvements.** The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the District as approved by the Town; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (vi) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (vi) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the Town and confer a special benefit upon the Property.

**Section 2. Estimated Cost of the Authorized Improvements.** The estimated cost to design, acquire, and construct the Authorized Improvements, together with bond issuance costs (including but not limited to the funding of any capitalized interest and reserve funds), eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment administration and operation of the District, is \$5,000,000.00. The Town will pay none of the costs of the proposed improvements from funds other than such assessments. The remaining costs of the proposed improvements will be paid from sources other than the Town or assessments of property owners.

**Section 3. Boundaries of the Proposed District.** The District is proposed to include the Property.

RECEIVED

AUG 26 2021

BY: M. Genet Espinosa

#### **Section 4. Proposed Method of Assessment.**

The Town shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and principal), and certain assessments may be paid in annual installments (including interest and principal). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment, and must continue for a period necessary to retire the indebtedness of those Authorized Improvements (including interest).

#### **Section 5. Proposed Apportionment of Costs between the District and the Town.**

The Town will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the District and possible tax increment reinvestment zone revenue. No municipal property in the public improvement district shall be assessed. The Petitioner may also pay certain costs of the improvements from other funds available to the Petitioner.

#### **Section 6. Management of the District.**

The Petitioner proposes that the District be managed by the Town, with the assistance of a consultant, who shall, from time to time, advise the Town regarding certain operations of the District.

**Section 7. The Petitioner Requests Establishment of the District.** The person(s) signing this Petition request(s) the establishment of the District, is duly authorized, and has the authority to execute and deliver the Petition.

#### **Section 8. Advisory Board.**

The Petitioner proposes that the District be established and managed without the creation of an advisory board. If an advisory board is created, the Petitioner requests that a representative of the Petitioner be appointed to the advisory board.

#### **Section 9. Landowner(s).**

This Petition has been signed by (1) the owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owners of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal.

This Petition is hereby filed with the Town Secretary of the Town, or other officer performing the functions of the municipal secretary, in support of the creation of the District by

the Town Council of the Town as herein provided. The Petitioner requests that the Town Council of the Town call a public hearing on the advisability of the Authorized Improvements, give notice thereof as provided by law and grant all matters requested in this Petition and grant such other relief, in law or in equity, to which Petitioner may show itself to be entitled.

RESPECTFULLY SUBMITTED, on this the 5<sup>th</sup> day of August, 2021.

Petitioner:

Robert G. Sr. & Faith Penley

A handwritten signature in blue ink, reading "Robert G. Penley Sr.", written over a horizontal line.

Robert G. Penley Sr.

A handwritten signature in blue ink, reading "Faith Penley", written over a horizontal line.

Faith Penley

A handwritten signature in blue ink, reading "Robert G. Penley", written over a horizontal line.

Robert G. Penley

Owner

## EXHIBIT B

### TOWN OF LITTLE ELM, TEXAS NOTICE OF PUBLIC HEARING REGARDING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT

Pursuant to Section 372.009(c) and (d) of the Texas Local Government Code, as amended (the “Act”), notice is hereby given that the Town Council of the Town of Little Elm, Texas (“Town”), will hold a public hearing to accept public comments and discuss the petition (the “Petition”), filed by **Robert G. Penley, and Robert G. Sr. and Faith Penley**, (collectively, the “Petitioner”), requesting that the Town create the Spiritas East Public Improvement District (the “District”) to include property owned by the Petitioner.

**Time and Place of the Hearing.** The public hearing will start at 6:30 pm, October 19, 2021 at the Little Elm Town Hall, 100 W. Eldorado Parkway, Little Elm, TX 75068.

**General Nature of the Proposed Authorized Improvements.** The general nature of the proposed public improvements (collectively, the “Authorized Improvements”) may include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the district; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (vii) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (vii) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the Town and confer a special benefit upon the Property.

**Estimated Cost of the Authorized Improvements.** The estimated cost to design, acquire and construct the Authorized Improvements is not to exceed \$5,000,000.00.

**Proposed District Boundaries.** The District is proposed to include approximately 43.823 acres of land generally located south of US 380 and to the west of Lake Lewisville, located within the Town more particularly described by a metes and bounds description available at Little Elm Town Hall, 100 W. Eldorado Parkway, Little Elm, TX 75068 and available for public inspection.

**Proposed Method of Assessment.** The Town shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and principal), and certain assessments may be paid in annual installments (including interest and principal). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for

those Authorized Improvements financed by the assessment, and must continue for a period necessary to retire the indebtedness of those Authorized Improvements (including interest).

**Proposed Apportionment of Cost between the District and the Town.** The Town will not be obligated to provide any funds to finance the Authorized Improvements, except for assessments levied on real property within the District and possible tax reinvestment zone revenue. No municipal property in the District shall be assessed. All of the costs of the Authorized Improvements will be paid from assessments and from other sources of funds, if any, available to the Petitioner.

During the public hearing, any interested person may speak for or against the establishment of the District and the advisability of the improvements to be made for the benefit of the property within the District.



## **EXHIBIT C**

### **Metes and Bounds**

## **Metes and Bounds and Property Description**

### **LEGAL DESCRIPTION**

BEING that certain tract of land situated in the Marsella Jones Survey, Abstract No. 662, in the Town of Little Elm, Denton County, Texas, and being part of that certain tract of land described in deed to Robert G. Penley recorded in Volume 623, Page 106, of the Real Property Records of Denton County, Texas (RPRDCT), and part of that certain tract of land described in deed to Robert G. Penley and Faith Penley recorded in Volume 2210, Page 648, RPRDCT, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with cap stamped "COBB-FENDLEY" found at the northeast corner of said Penley tract recorded in Volume 623, Page 106, RPRDCT, and being located on the southerly right-of-way line of US Highway No. 380 (variable width right-of-way), said southerly line according to deed to the State of Texas recorded in Volume 315, Page 504, RPRDCT, and also being located in the westerly "Take Line" of Lake Lewisville;

THENCE with said westerly "Take Line" of Lake Lewisville, the following courses:

South 27°07'16" West, passing at a distance of 5.32 feet a U.S. Army Corps of Engineers (USACOE) monument found, continuing with said "Take Line" in all, a total distance of 875.53 feet to a USACOE monument found for corner;

South 40°18'51" West, a distance of 544.09 feet to a USACOE monument found for corner;

South 09°54'29" East, a distance of 217.10 feet to a USACOE monument found for corner;

South 57°22'24" West, a distance of 298.04 feet to a USACOE monument found for corner;

North 82°50'29" West, a distance of 641.93 feet to a USACOE monument (K-923-9) found for corner;

North 05°25'44" East, a distance of 396.40 feet to concrete monument (no disk) found for corner;

And South 42°17'36" West, a distance of 385.19 feet to a USACOE monument found for corner, said monument being located on the westerly line of said Penley tract recorded in Volume 2210, Page 648, RPRDCT, and the easterly line of that certain tract of land described in deed to Spiritas Ranch Enterprises recorded in Volume 1078, Page 859, RPRDCT;

THENCE North 05°42'19" East, with said westerly line of the Penley tract, and said easterly line of the Spiritas Ranch Enterprises tract, a distance of 621.88 feet to a 5/8-inch iron rod found for corner at a northwest corner of said Penley tract recorded in Volume 2210, Page 648, RPRDCT, and the northeast corner of said Spiritas Ranch Enterprises tract recorded in Volume 1078, Page 859, RPRDCT;

THENCE South 88°08'15" East, with a north line of said Penley tract recorded in Volume 2210, Page 648, RPRDCT, and the south line of that certain tract of land described in deed to Spiritas Ranch Enterprises recorded in Volume 2737, Page 126, RPRDCT, a distance of 170.04 feet to a 5/8-inch iron rod with cap stamped "WESTWOOD" found for corner;

THENCE North 03°11'21" East, with the west line of a called 3-foot strip of land described in said Penley tract recorded in Volume 2210, Page 648, RPRDCT, a distance of 845.02 feet to an aluminum TXDOT disk found for corner on said southerly right-of-way line of US Highway No. 380, said disk being the southwest corner of that certain tract of land described in deed to the State of Texas recorded in Volume 4308, Page 1681, RPRDCT;

THENCE South 88°31'59" East, with said southerly right-of-way line of US Highway No. 380 according to said deed to the State of Texas, a distance of 113.60 feet to a 5/8-inch iron rod with cap stamped "COBB-FENDLEY" found for corner at the east corner of said deed to the State of Texas;

THENCE South 84°30'58" East, continuing with said southerly right-of-way line of US Highway No. 380, said line according to deed to the State of Texas recorded in Volume 315, Page 504, RPRDCT, a distance of 194.05 feet to an aluminum TXDOT disk found for corner;

THENCE South 84°36'22" East, continuing with said southerly right-of-way line of US Highway No. 380 according to deed to the State of Texas recorded in Volume 315, Page 504, RPRDCT, a distance of 301.24 feet to a concrete monument found for corner;

THENCE South 88°16'39" East, continuing with said southerly right-of-way line of US Highway No. 380 according to deed to the State of Texas recorded in Volume 315, Page 504, RPRDCT, a distance of 938.43 feet to the POINT OF BEGINNING, containing an area of 43.823 acres of land.

