

WORKSHOP & REGULAR MEETING OF THE TOWN COUNCIL

Tuesday, November 2, 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	n.
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- 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- C. Items to be Withdrawn from Consent Agenda.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 November 1 - 5, 2021 as Municipal Court Week.**

- 3. Workshop.
 - A. Present and Discuss **Upcoming Council Work Sessions.**
 - B. Present and Discuss a **US Highway 380 Task Force.**
 - C. Present and Discuss Holiday Parade Float Themes.
- 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 from the October 19, 2021, Regular Town Council Meeting.**
- B. Consider Action to Approve the **Quarterly Investment Report for the Period Ending September 30, 2021.**
- C. Consider Action to Approve the **Unaudited Quarterly Budget Report for the Quarter Ending September 30, 2021.**
- D. Consider Action to Approve Resolution No. 1102202101 Electing to Participate in the Proposed Opioid Settlements Brought by the State of Texas.
- E. Consider Action to Approve a Lease Agreement between the Town of Little Elm and Integrity Group, LLC.
- F. Consider Action to Approve a **Boundary Adjustment with the Town of Little Elm and Lakewood Village.**
- G. Consider Action to Approve a **Professional Services Agreement with Plante & Moran,**PLLC for Enterprise Resources Planning (ERP) Selection and Implementation, in the
 Estimated Amount of \$340,000.

- H. Consider Action to Award RFP 2021-16 Enterprise Resources Planning (ERP) System to Tyler Technologies, Inc., in the 5-year Estimated Amount of \$1,961,173, and Authorize the Town Manager to Execute the Agreement.
- 7. **Public Hearings.**
 - A. Continue a Public Hearing for the Spiritas Ranch East Public Improvement District in Accordance with Chapter 372 of the Texas Local Government Code.

Public Hearing Continued: Receive Public Comments: Close Public Hearing:

B. Hold a Public Hearing, Present, Discuss, and Consider Action on Ordinance No. 1642
Regarding a Request to Rezone Approximately 8.9 Acres of Land, Currently Zoned as
Light Commercial, Generally Located on the Southeast Corner of the Intersection of
King Road and Witt Road, within Little Elm's Town Limits, in Order to Establish a New
Planned Development District Based on Single Family 4 (SF4) District, to Allow a New
Single Family Residential Subdivision with Modified Development Standards.

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1642:

C. Hold a Public Hearing, Present, Discuss, and Consider Action on Ordinance No.

1643 Regarding a Request to Rezone Approximately .79 Acres of Land, Currently Zoned Light Commercial (LC), Generally Located at 1728 E Eldorado Pkwy, on the North Side of Eldorado Parkway, within Little Elm's Town Limits, in Order to Establish a New Planned Development District, Based on Light Commercial (LC) in Order to Allow a New Commercial Development with Modified Development Standards.

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1643:

- 8. Reports and Requests for Town Council Consideration.
 - A. Present, Discuss, and Consider Action on a **Development Agreement between the Town** of Little Elm and Respace Texas LLC DBA Respace.
 - B. Present, Discuss, and Consider Action on a **Development Agreement between the Town** of Little Elm and 3P Little Elm LLC.

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

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

10. Reconvene into Open Session

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

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

11. Adjourn.

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

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

Respectfully,

Acting 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 28 day of October 2021 before 5:00 p.m.



Agenda Item #: 2. A.

Department: Administrative Services

Strategic Goal: Ensure strong relationship within the community and region

Staff Contact: Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Present a Proclamation Declaring November 1 - 5, 2021 as Municipal Court Week.

DESCRIPTION:

Mayor Cornelious will present a proclamation declaring the week of November 1 - 5, 2021 as Municipal Court Week.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Attachments

Municipal Court Week Proclamation



Proclamation

WHEREAS, municipal courts play a significant role in preserving public safety and promoting quality of life in Texas;

WHEREAS, more people come in contact with municipal courts than all other Texas courts combined and public impression of the Texas judicial system is largely dependent upon the public's experience in municipal court;

WHEREAS, state law authorizes a municipality to either appoint or elect a municipal judge for a term of office, the Little Elm Municipal Court is a state court and its judges are members of the state judiciary;

WHEREAS, the procedures for the Little Elm Municipal Court operations are set forth in the Texas Code of Criminal Procedure and other laws of the State of Texas:

WHEREAS, the Little Elm Municipal Court is committed to the notion that our legal system is based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us and that judges and court personnel should comply with the law and act in a manner that promotes public confidence in the integrity and impartiality of the judiciary;

WHEREAS, Little Elm Municipal Judges are not policy makers for the Town of Little Elm but are bound by the law and the Canons of Judicial Conduct and are required to make decisions independent of the governing body of the City Council, city officials, and employees;

WHEREAS, the City Council recognizes that the Constitution and laws of the State of Texas contain procedural safeguards in criminal cases for all defendants, including indigent defendants, and supports the Little Elm Municipal Court in complying with such legal requirements.

NOW, THEREFORE, we declare the week of November 1 through 5, 2021 as **Municipal Court Week** in recognition of the fair and impartial justice offered to our citizens by the municipal court of Little Elm.

Given under my hand and Seal of the Town of Little Elm, Texas, this 2nd day of November, 2021.

Curtis J. Cornelious, Mayor of Little Elm



Agenda Item #: 3. A.

Department: Administrative Services

Strategic Goal: Maintain operational integrity and viability

Staff Contact: Matt Mueller, Town Manager

AGENDA ITEM:

Present and Discuss Upcoming Council Work Sessions.

DESCRIPTION:

Town Manager Matt Mueller will discuss upcoming work sessions he would like to have with the Council.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.



Agenda Item #: 3. B.

Department: Administrative Services

Strategic Goal: Ensure strong relationship within the community and region

Staff Contact: Matt Mueller, Town Manager

AGENDA ITEM:

Present and Discuss a US Highway 380 Task Force.

DESCRIPTION:

Council member Jeremy Lukas will discuss creating a task force for US Highway 380.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.



Agenda Item #: 3. C.

Department: Administrative Services

Strategic Goal: Ensure strong relationship within the community and region

Staff Contact: Kate Graham, Assistant to the Town Manager

AGENDA ITEM:

Present and Discuss Holiday Parade Float Themes.

DESCRIPTION:

Town staff will go over options for parade float themes for the Town's Christmas parade.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff requests direction from Council.

Attachments

Christmas Parade Theme Options



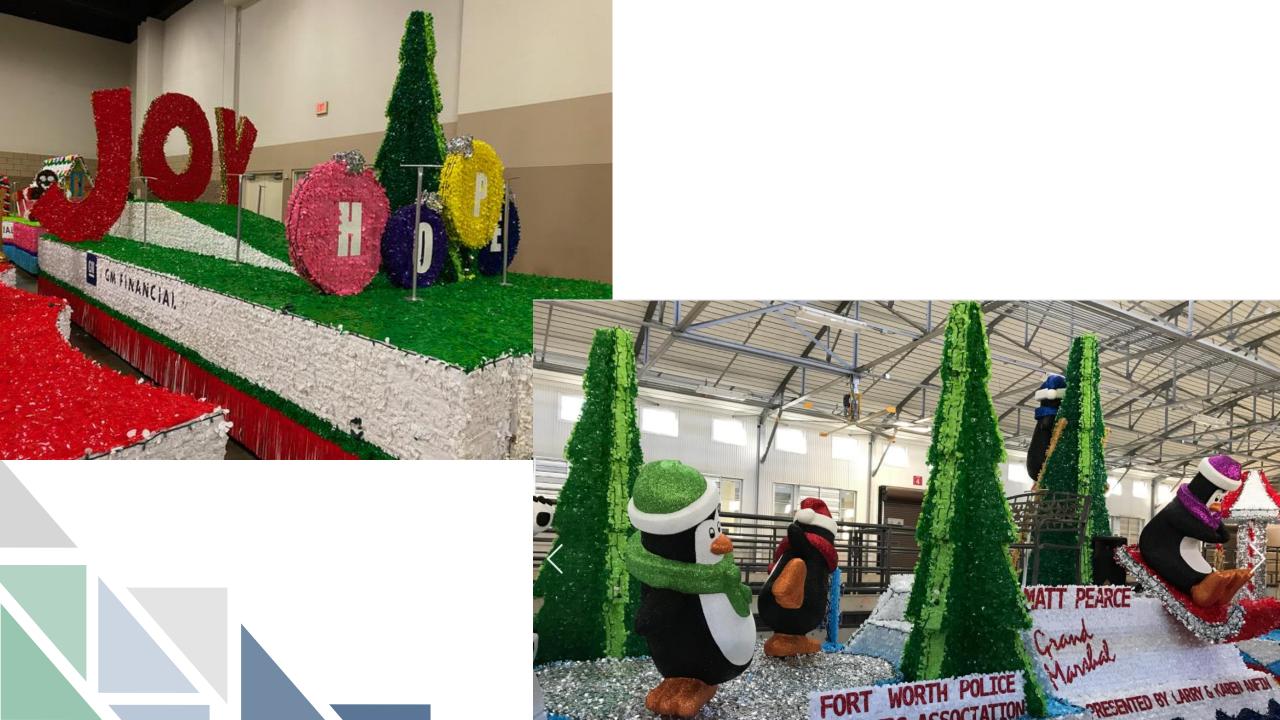
Options

- Snowflake
- Presents
- Candy cane
- Gingerbread
- Holiday Park Setting
- Joy
- Trees











Agenda Item #: 6. A.

Department: Administrative Services

Strategic Goal: Maintain operational integrity and viability **Staff Contact:** Kate Graham, Assistant to the Town Manager

AGENDA ITEM:

Consider Action to Approve the **Minutes from the October 19, 2021, Regular Town Council Meeting.**

DESCRIPTION:

The minutes from the October 19, 2021, regular Town Council meeting are attached for approval.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Minutes- October 19, 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 OCTOBER 19, 2021 - 6:00 p.m.

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

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

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

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

A. Invocation.

Police Department Chaplain Josh Youngblood gave the invocation.

- **B.** Pledge to Flags.
- **C.** Items to be Withdrawn from Consent Agenda.

Items I and J were removed from the consent agenda for further clarification and discussion.

D. Emergency Items if Posted.

None.

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

None.

F. Presentation of Monthly Updates.

Town Engineer Wesley Brandon gave an update on the traffic signal located at the intersection of Eldorado Parkway and Oak Grove Parkway. Town Manager Matt Mueller told the council about his experience presenting to elementary school kids about local government. Council member Tony Singh thanked the Town for their partnership with the recent Diwali event.

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 October 2021 as Chiropractic Health Month.

Mayor Cornelious presented a proclamation declaring October 2021 as Chiropractic Health Month.

B. Present a Proclamation Declaring October 2021 as Hindu Heritage Month.

Mayor Cornelious presented a proclamation declaring October 2021 as Hindu Heritage Month.

- 3. Workshop.
 - A. Present and Discuss Fiber Optics in the Town of Little Elm.

Representatives from Open Infra were present to provide an update on their fiber optic installation.

B. Present and Discuss the Magic of Lights and Tree Lighting.

Community Services Director Chad Hyde gave a recap on the holiday festivities from 2020. He then discussed the plan for Magic of Lights in 2021 and sought guidance from council regarding the tree lighting and parade. The council expressed that they wanted the parade route and tree lighting to remain the same. Council member Lukas recommended partnering with a local charity, such as the food bank for residents to give back to the community while participating in the tree lighting event.

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.

Ericca Cordie of 1 Bay Place Little Elm, TX 75068 gave a comment regarding construction damage near a school bus stop. She also gave her opinion on the cabin rentals as part of the Cottonwood Park expansion project. Lastly, she recommended the town hire a social media influencer to advertise events and requested that the police officers return to wearing their blue warm weather uniforms.

Mike and Matthew from LEYSA Baseball expressed their appreciation for the Council's support of the park expansion.

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 Lisa Norman *to approve the Consent Agenda with items I and J removed.*

Vote: 6 - 0 - Unanimously

- A. Consider Action to Approve the **Minutes for the September 21, 2021, Regular Town Council Meeting.**
- B. Consider Action to Approve Resolution No. 1019202101 Approving an Interlocal Cooperation Contract Between the Town of Little Elm and Texas State University.
- C. Consider Action to Approve Little Elm Economic Development Corporation's Investment Policy for 2021-2022.
- D. Consider Action to Approve Third Amended and Restated 380 Performance Agreement between Little Elm EDC and Flix Entertainment, LLC.
- E. Consider Action to Approve the Second Amended and Restated 380 Economic Development Program and Performance Agreement between GCRE and LCAR Main Marketplace, LLC, Little Elm EDC and the Town of Little Elm.
- F. Consider Action to Approve a **Boundary Adjustment with the Town of Little Elm and Lakewood Village.**
- G. Consider Action to Approve the Final Acceptance of the Bay Ridge and Wynfield Farms Screening Wall Project (Contract #2020-08).
- H. Consider Action to Award a **Professional Services Contract to Dunaway Associates, LLC for the Lakeside Youth Sports Improvements Project.**

 Consider Action to Award a Construction Contract to Superior Concrete Products for the Emergency Repair of a Retaining Wall Located near 2764 Crescent Lake Drive, in an Amount not to Exceed \$320,000.

Town Manager Matt Mueller described how the Town cannot legally do public work for the repair of a retaining wall on private property unless there is a greater public need such as a utility easement located in the location. Town Engineer Wesley Brandon gave a presentation regarding this specific retaining wall.

Motion by Mayor Pro Tem Neil Blais, seconded by Council Member Michael McClellan **to** approve the item.

Vote: 6 - 0 - Unanimously

J. Consider Action to Award RFP 2022-01 for Synthetic Turf Installation at Cottonwood Park and Lakeside Middle School to Field Turf USA, Inc., in an Amount not to Exceed \$2,817,586.

Community Services Director Chad Hyde gave an update on the schedule for the construction on the baseball and softball fields.

Motion by Council Member Jeremy Lukas, seconded by Council Member Lisa Norman **to** approve the item.

Vote: 6 - 0 - Unanimously

- K. Consider Action to Approve the iHeart Media Event Promotion Agreement.
- 7. Public Hearings.
 - A. Hold a Public Hearing for the **Spiritas Ranch East Public Improvement District in Accordance** with Chapter 372 of the Texas Local Government Code.

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

Motion by Council Member Michael McClellan, seconded by Mayor Pro Tem Neil Blais **Open**

Public Hearing: 7:38 p.m.
Receive Public Comment: None.

Close Public Hearing:

to continue the public hearing to November 2, 2021.

Vote: 6 - 0 - Unanimously

B. Hold a Public Hearing, Present, Discuss, and Consider Action on Ordinance No. 1638 Regarding a Request to Rezone Approximately 58.504 Acres of Land, Currently Zoned Primarily as Agriculture (AG), Generally Located on the East Side of Hill Lane, Between Oak Grove Parkway and French Settlement Road, within Little Elm's Town Limits, in Order to Establish a New Planned Development District, to Allow the Development of a New Age-Restricted, Single Family Residential Community Known as Ladera Little Elm. The Town's Future Land Use Plan will be Amended Concurrently with this Request, in Order to Reflect the New Extent of Residential Use, Where Commercial/Retail Use was Previously Envisioned.

Open Public Hearing: Receive Public Comments: Close Public Hearing: Take Action on Ordinance No. 1638:

Development Services Director Fred Gibbs gave an overview of the request in the attached presentation. The applicant was present to give a presentation and available to answer questions.

Motion by Council Member Michael McClellan, seconded by Mayor Pro Tem Neil Blais **Open Public Hearing:** 8:26 p.m.

Receive Public Comments: Ericca Cordie of 1 Bay Place Little Elm, TX 75068 raised traffic concerns on FM 720. Bill Kirk of 5719 Hillcrest Ln, Midland, TX 79707, the owner of the property in discussion gave his support for this development. Steve Stone of 6827 Freeman Rd, Krum, TX 76249 discussed the median cut, turn lane, and utility lines at this location. Jeff Burton of 2720 Cowboy Trl, Little Elm, TX 75068 asked the developer what he believes the timeline of this project will be and raised traffic concerns on Hill Ln. Close Public Hearing: 8:33 p.m.

Take Action on Ordinance No. 1638: to approve Ordinance No. 1638.

Vote: 6 - 0 - Unanimously

C. Hold a Public Hearing, Present, Discuss, and Consider Action on Ordinance No. 1639 Regarding a Request to Rezone Approximately .99 Acres of Land, Currently Zoned as Light Commercial, Generally Located at 2750 Little Elm Parkway, on the South Side of Little Elm Parkway, within Little Elm's Town Limits, in Order to Establish a New Planned Development District Based on Light Commercial, to Allow a New Commercial Development with Modified Development Standards.

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1639:

Development Services Director Fred Gibbs gave an overview of the request with the attached presentation. The applicant was present and available to answer questions.

sentation. The applicant was present and available to answer questions.

Motion by Council Member Michael McClellan, seconded by Mayor Pro Tem Neil Blais **Open Public Hearing**: **8:42** *p.m.*

Receive Public Comment: *None*. Close Public Hearing: *8:43 p.m.*

Take Action on Ordinance No. 1639: to approve Ordinance No. 1639 with additional live screening in the back of the property.

Vote: 6 - 0 - Unanimously

D. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1640 on a**Town-initiated Request to Rezone Approximately 4.209 acres of Land, Currently Zoned as
Agriculture (AG), Generally Located on the South Side of Oak Grove Parkway, Between Hill
Lane and Eldorado Parkway, within Little Elm's Town Limits, to Light Commercial (LC), in Order
to Clean Up the Zoning on Portions of Parcels Remaining from an Adjacent Rezoning, as well as
to Align More Closely with the Future Land Use Plan (FLUP).

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1640:

Staff asked to withdraw this item from the agenda. No action taken.

E. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1641 on a**Request to Rezone Approximately 544.1 Acres of Land, Currently Zoned as Agriculture,
Generally Bound by FM 720 to the West, Lewisville Lake to the East, and US 380 to the North,
within Little Elm's Town Limits, in Order to Establish a New Planned Development District, to
Allow the Development of a New Single Family Residential Subdivision Known as Spiritas
Ranch, with Amenities, a New School, and a Small Pocket of Retail in the Center.

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1641:

Development Services Director Fred Gibbs gave an overview with the attached presentation.

Motion by Mayor Pro Tem Neil Blais, seconded by Council Member Michael McClellan **Open Public Hearing:** 8:51 p.m. **Passing Public Comments Name**

Receive Public Comment: *None*. Close Public Hearing: 8:52 p.m.

Take Action on Ordinance No 1641: to approve Ordinance No. 1641.

Vote: 6 - 0 - Unanimously

F. Hold a Public Hearing, Present, Discuss, and Consider Action on a Request to Rezone
Approximately 5.79 acres of Land, Generally Located at 1816 W Eldorado Parkway, in Order to
Establish a New Planned Development District, to Allow the Development of a New Single
Family Residential Subdivision.

Open Public Hearing: Receive Public Comments: Close Public Hearing: Take Action:

The applicant has asked to withdraw the request.

Motion by Council Member Michael McClellan, seconded by Council Member Jeremy Lukas *to accept the withdrawal*.

Vote: 6 - 0 - Unanimously

- 8. Reports and Requests for Town Council Consideration.
 - A. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Integrity Group, LLC.**

Motion by Council Member Tony Singh, seconded by Mayor Pro Tem Neil Blais to approve the Development Agreement between the Town of Little Elm and Integrity Group, LLC.

Vote: 6 - 0 - Unanimously

B. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Rui Hong, Inc.**

Motion by Council Member Michael McClellan, seconded by Mayor Pro Tem Neil Blais to approve the development agreement with additional live screening in the back of the property.

Vote: 6 - 0 - Unanimously

C. Present, Discuss and Consider Action on Appointing Charter Review Committee Members.

Town Manager Matt Mueller went over the attached list of nominees submitted by the Council prior to the meeting.

Motion by Mayor Pro Tem Neil Blais, seconded by Council Member Lisa Norman to appoint the given Charter Review Committee members.

Vote: 6 - 0 - Unanimously

- 9. Convene in Executive Session pursuant to Texas Government Code:
 - Section 551.071 for private consultation with the Town Attorney to discuss the COVID-19 pandemic and municipal authority to respond to the COVID-19 outbreak and to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.
 - 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 Judge 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 Judge Evaluation
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

Council reconvened Open Session at 9:27 p.m. Council took action on items 7B and 8A regarding the Ladera Little Elm development.

11. Adjourn.

Meeting adjourned at 9:29 p.m.

Respectfully,

Kate Graham

Acting Town Secretary

Passed and Approved this 2nd day of November 2021



Town Council Meeting

Date: 11/02/2021

Agenda Item #: 6. B. **Department:** Finance

Strategic Goal: Maintain operational integrity and viability

Staff Contact: Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

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

DESCRIPTION:

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

BUDGET IMPACT:

Interest earnings for the fourth quarter of the Fiscal Year 2020-2021 was \$145,078 for the reporting period of July to September 2021 with the year-do-date total earnings of \$655,096.

RECOMMENDED ACTION:

The Chief Financial Officer recommends action to accept and approve Cash and Investment Report for Quarter Ending September 30, 2021.

Attachments

TOLE 09.30.2021 Investment Report

MEMORANDUM

TO: MATTHEW MUELLER, TOWN MANAGER

FROM: KELLY WILSON, CHIEF FINANCIAL OFFICER

SUBJECT: INVESTMENT REPORT FOR QUARTER ENDING SEPTEMBER 30, 2021

CC: MAYOR AND COUNCIL

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

			Percent of
Portfolio by Type	Average Yield	Total Invested	Total
Money Market - Independent Financial	0.65%	\$74,877,668.12	62.91%
TexPool/TexPool Prime	0.05%	41,683,974.73	35.02%
Certificate of Deposit	1.25%	\$2,470,479.53	2.06%
Total Portfolio (Avg)	0.65%	\$119,032,122.38	100.00%

The Town has been actively diversifying the investment portfolio in order to minimize risk of over 50% of funds in one portfolio type as well as capturing a better yield. However, due to the market rates on investments, Finance has maintained higher balances in the Money Market investments at Independent Bank. All Funds on deposit with Independent Financial are fully secured and safeguarded. Total interest earned for the fourth quarter ending September 30, 2021 was \$145,078. Year-to-date interest earnings for Fiscal Year 2020-2021 is \$655,096.

Total cash and investments for the period ending September 30, 2021 was \$119,032,122.38. The variance increase of \$13,138,838.86 from the last quarterly investment report is primarily due to the Town's issuance of the 2021 CO Bonds for \$24 million along and offsetting operating money market accounts reduced for cash flowing CIP projects and operational expenses. The cash flow is important for Finance to monitor in order to provide cash availability for expenditures while minimizing risk, preventing early redemptions of investments, and maximizing interest earnings.

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

The total portfolio yield fiscal year-to-date is 0.65%. While some benchmarks to reference the US Treasury T-bill rates for 3 months is 0.04%; 1 year is 0.08%; and a 2 year is 0.24% as of the date of this report. The Town's portfolio yield far exceeds these benchmarks.

FINANCE DEPARTMENT QUARTERLY INVESTMENT REPORT

2021 Q4 Economic Recap and Rate Outlook

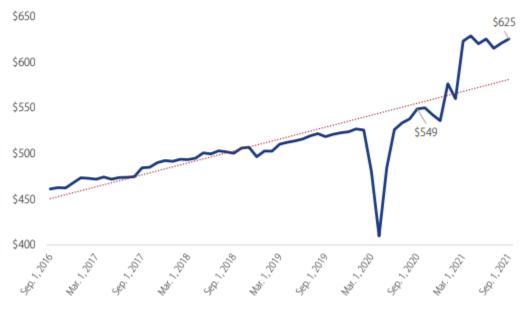
GDP growth has clearly slowed in the third quarter, but consumer spending should enter the final quarter of the year with solid momentum. Retail sales were up +0.7% in September, well above the -0.2% median forecast as shoppers focused less on services and more on goods. Sales in the two previous months were revised upward with July revised from -1.8% to -1.6% and August from +0.7% to +0.9%.

Although the report was significantly better than expected with 11 of 13 spending categories posting gains last month, elevated prices made a considerable contribution to the overall value of sales. In particular, spending at auto dealers (+0.6%) and gasoline stations (+1.8%) reflected higher prices rather than increased sales. It's also important to note that the retail sales report focuses almost exclusively on goods, including only restaurant and bar sales in the service category. The lingering COVID wave has curtailed overall service spending and cash-flush consumers simply shifted spending to goods. This creates the impression that overall spending is stronger than it is. The reality is that third quarter consumption is somewhere in the neighborhood of +2.0%, while second quarter consumption was +12.0%. Since consumers contribute roughly two-thirds of economic growth, the sharp deceleration will be reflected in a weaker GDP report in two weeks.

On a positive note, the total dollar value of retail sales is up \$76 billion year-over-year, and spending capacity remains high. The major impediment for shoppers entering the holiday season continues to be depleted inventories. This story isn't likely to fade away.

Retail & Food Services Sales Total (\$ Billions) (Seasonally Adjusted)

The total dollar value of September retail sales was \$76 billion above last year with sales running well above trend.

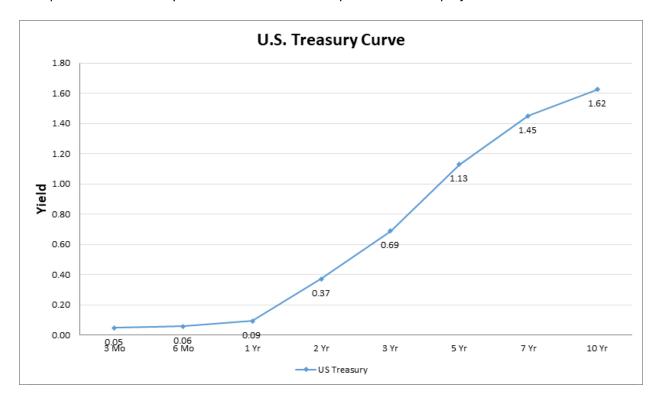


Source: U.S. Census Bureau.

FINANCE DEPARTMENT QUARTERLY INVESTMENT REPORT

Investment Strategies

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



FINANCE DEPARTMENT QUARTERLY INVESTMENT REPORT



Quarterly Investment Report

For the Quarter Ended September 30, 2021

Prepared by the Town of Little Elm Finance Department

Overview of the Quarterly Investment Report

Funds on deposit with depository bank are fully collateralized.

- YTD Cash and Investments on hand: \$119,032,122.38
 - o 62.91% in depository bank
 - o 35.02% invested in Pools
 - o 2.06% invested in CDs
- Interest Earnings
 - o \$655,096 YTD
 - o \$145,078 July to September 2021
- Average Yield on Portfolio
 - o 0.65% YTD
 - o 0.66% at end of 3rd Quarter FY 2020-2021
- Average Yield Benchmarks
 - o 0.04% Three Month Rolling Treasury Yield
 - o 0.08% One Year Rolling Treasury Yield
 - o 0.048% TexPool Average Yield
- Certification of Investment Policy (Government Treasurers' Organization of Texas)
 - o Awarded for 2-year period ending January 31, 2022

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

Kelly Wilson

Kelly Wilson, Chief Financial Officer

Dianne Lawson

Dianne Lawson, Assistant Director of Finance

TOWN OF LITTLE ELM

Investment Portfolio Summary

Quarter Ending 9/30/2021

PERFORMANCE		6/30/2021	9/30/2021
	Yield to Maturity @ Cost	0.66%	0.65%
TREASURY			
	3 Month	0.05%	0.04%
	1 Year	0.09%	0.08%
	2 Year	0.25%	0.24%



Investment Policy Compliance

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

	Days	Compliance
Maturity Range not to exceed 2 Years	62	Yes

MISSION

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

The Town of Little Elm, Texas, is in full compliance with the investment policy and strategy, and the Public Funds Investment Act | Chapter 2256.005 (n), Government Code, Section 404.024.

Kelly Wilson

Kelly Wilson, Chief Finance Officer

Dianne Lawson

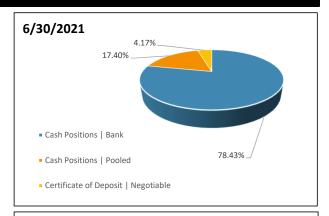
Dianne Lawson, Assistant Director of Finance

Investment Portfolio Summary

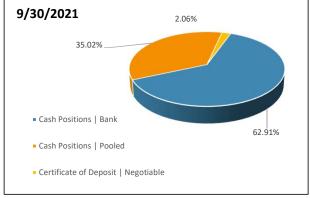
Quarter Ending 9/30/2021



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



Asset Category	% of Portfolio	YTM @Cost	Days to Maturity	Par Value	Book Value	Market Value
Cash Positions Bank	62.91%	0.65	1	74,877,668.12	74,877,668.12	74,877,668.12
Cash Positions Pooled	35.02%	0.05	1	41,683,974.73	41,683,974.73	41,683,974.73
Certificate of Deposit Negotiable	2.06%	1.25	184	2,456,000.00	2,456,000.00	2,470,479.53
	100.00%	0.65%	62	119,017,642.85	119,017,642.85	119,032,122.38



Investment Policy Compliance

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

	Days	Compliance
Maturity Range not to exceed 2 Years	62	Yes

Town of Little Elm
Portfolio Holdings
Investment Portfolio - by Asset Category
As of 9/30/2021

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
Cash Positions Bank Investments											
Independent Bank Pooled Cash MM	MM5236	09/30/2021	0.650	70,636,764.16	70,636,764.16	70,636,764.16	70,636,764.16	N/A	1	0	59.35%
Independent Bank Section 125 MM	MM3949	09/30/2021	0.650	31,743.73	31,743.73	31,743.73	31,743.73	N/A	1	0	0.03%
Independent Bank Dispersal Funds MM	MM3595	09/30/2021	0.650	1,450.40	1,450.40	1,450.40	1,450.40	N/A	1	0	0.00%
Independent Bank American Recovery Act MM	MM7177	09/30/2021	0.650	2,069,072.43	2,069,072.43	2,069,072.43	2,069,072.43	N/A	1	0	1.74%
Independent Bank CIP Reserve MM	MM7607	09/30/2021	0.650	2,138,637.40	2,138,637.40	2,138,637.40	2,138,637.40	N/A	1	0	1.80%
Sub Total / Average Cash Positions Bank Investments			0.650	74,877,668.12	74,877,668.12	74,877,668.12	74,877,668.12		1	0.00	62.91%
Cash Positions Pool Investments											
TexPool Consolidated Ops LGIP	LGIP449	09/30/2021	0.028	7,515,268.27	7,515,268.27	7,515,268.27	7,515,268.27	N/A	1	0	6.31%
TexPool Prime Consolidated Ops LGIP	LGIP590	09/30/2021	0.063	7,258,850.19	7,258,850.19	7,258,850.19	7,258,850.19	N/A	1	0	6.10%
TexPool Prime 2020 CO Bond LGIP	LGIP590	09/30/2021	0.063	2,909,443.85	2,909,443.85	2,909,443.85	2,909,443.85	N/A	1	0	2.44%
LOGIC Prime 2021 CO Bond LGIP	LGIP6001	09/30/2021	0.036	24,000,412.42	24,000,412.42	24,000,412.42	24,000,412.42	N/A	1	0	20.17%
Sub Total / Average Cash Positions Pool Investments			0.048	41,683,974.73	41,683,974.73	41,683,974.73	41,683,974.73		1	0.00	35.02%
Certificate of Deposit Negotiable											
Berkshire Bank	084601WX7	03/27/2020	1.200	245,000.00	245,000.00	245,000.00	246,362.20	03/31/2022	182	24.16	9.98%
Nicolet National Bank	654062JU3	03/30/2020	1.150	245,000.00	245,000.00	245,000.00	246,281.34	03/30/2022	181	0.00	9.98%
Merrick Bank	59013KGR1	03/31/2020	1.200	245,000.00	245,000.00	245,000.00	246,354.85	03/31/2022	182	0.00	9.98%
Investors Bank	46176PMY8	03/31/2020	1.250	245,000.00	245,000.00	245,000.00	246,416.10	04/01/2022	183	0.00	9.98%
BMW Bank of North America	05580AWB6	03/31/2020	1.350	245,000.00	245,000.00	245,000.00	246,548.40	03/31/2022	182	0.00	9.98%
Blue Ridge Bank, National Association	09582YAD4	03/31/2020	1.200	245,000.00	245,000.00	245,000.00	246,362.20	03/31/2022	182	0.00	9.98%
Bank Leumi USA	063248KP2	03/31/2020	1.250	245,000.00	245,000.00	245,000.00	246,548.40	03/31/2022	182	1,649.22	9.98%
Cadence Bank	12738RFX7	03/31/2020	1.200	245,000.00	245,000.00	245,000.00	246,362.20	04/01/2022	183	1,465.97	9.98%
Capital One National Bank	14042RPL9	04/08/2020	1.350	248,000.00	248,000.00	248,000.00	249,621.92	04/08/2022	190	1,605.21	10.10%
Capital One Bank	14042TDG9	04/08/2020	1.350	248,000.00	248,000.00	248,000.00	249,621.92	04/08/2022	190	1,605.21	10.10%
Sub Total / Average Certificate of Deposit Negotiable			1.250	2,456,000.00	2,456,000.00	2,456,000.00	2,470,479.53		184	6,349.77	2.06%
Total / Average			0.65	119,017,642.85	119,017,642.85	119,017,642.85	119,032,122.38		62	6,349.77	1.00

Investment Portfolio Summary

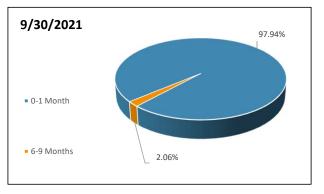
Quarter Ending 9/30/2021



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

6/30/2021	
9	5.83%
• 0-1 Month • 6-9 Months • 1-2 Years 2.32%	

Maturity Range	% of Portfolio	YTM @Cost	Days to Maturity	Book Value
 0-1 Month	97.94%	0.35	1	116,561,642.85
6-9 Months	2.06%	1.25	184	2,456,000.00
-	100.00%	0.80%	62	119,017,642.85



Investment Policy Compliance

Authorized Investments	Days	Compliance		
Maturity Range not to exceed 2 Years	62	Yes		

Town of Little Elm
Portfolio Holdings
Investment Portfolio - by Maturity Range
As of 9/30/2021

Description	CUSIP/Ticker	Maturity Date	Days To Maturity	Settlement Date	Book Value	Market Value	% of Portfolio			
0-1 Month										
Independent Bank Pooled Cash MM	MM5236	9/30/2021	1		70,636,764.16	70,636,764.16	59.35%			
Independent Bank Section 125 MM	MM3949	09/30/2021	1		31,743.73	31,743.73	0.03%			
Independent Bank Dispersal Funds MM	MM3595	09/30/2021	1		1,450.40	1,450.40	0.00%			
Independent Bank American Recovery Act MM	MM7177	09/30/2021	1		2,069,072.43	2,069,072.43	1.74%			
Independent Bank CIP Reserve MM	MM7607	09/30/2021	1		2,138,637.40	2,138,637.40	1.80%			
TexPool Consolidated Ops LGIP	LGIP449	09/30/2021	1		7,515,268.27	7,515,268.27	6.31%			
TexPool Prime Consolidated Ops LGIP	LGIP590	09/30/2021	1		7,258,850.19	7,258,850.19	35.02%			
TexPool Prime 2020 CO Bond LGIP	LGIP590	09/30/2021	1		2,909,443.85	2,909,443.85	2.44%			
LOGIC Prime 2021 CO Bond LGIP	LGIP6001	09/30/2021	1		24,000,412.42	24,000,412.42	20.17%			
Total / Average 0-1 Month			1		116,561,642.85	116,561,642.85	97.94%			
6-9 Months										
Berkshire Bank	084601WX7	03/31/2022	182	03/27/2020	245,000.00	246,362.20	9.98%			
Nicolet National Bank	654062JU3	03/30/2022	181	03/30/2020	245,000.00	246,281.34	9.98%			
Merrick Bank	59013KGR1	03/31/2020	182	03/31/2022	245,000.00	246,354.85	9.98%			
Investors Bank	46176PMY8	03/31/2020	183	04/01/2022	245,000.00	246,416.10	9.98%			
BMW Bank of North America	05580AWB6	03/31/2022	182	03/31/2020	245,000.00	246,548.40	9.98%			
Blue Ridge Bank, National Association	09582YAD4	03/31/2022	182	03/31/2020	245,000.00	246,362.20	9.98%			
Bank Leumi USA	063248KP2	03/31/2022	182	03/31/2020	245,000.00	246,548.40	9.98%			
Cadence Bank	12738RFX7	04/01/2022	183	03/31/2020	245,000.00	246,362.20	9.98%			
Capital One National Bank	14042RPL9	04/08/2022	190	04/08/2020	248,000.00	249,621.92	10.10%			
Capital One Bank	14042TDG9	04/08/2022	190	04/08/2020	248,000.00	249,621.92	10.10%			
Total / Average 6-9 Months			184		2,456,000.00	2,470,479.53	2.06%			
Total / Average					119,017,642.85	119,032,122.38	1.00			

TOWN OF LITTLE ELM

Investment Portfolio Summary

Quarter Ending 9/30/2021



Funds		Par Value	Par Value Book Value		Accrued Interest	
Cash Positions Bank						
Value a	t 6/30/2021 Net Change	83,033,130.42 (8,155,462.30)	83,033,130.42 (8,155,462.30)	83,033,130.42 (8,155,462.30)	-	
Value a	t 9/30/2021	74,877,668.12	74,877,668.12	74,877,668.12	-	
Cash Positions Pool Inves	stments					
Value a	t 6/30/2021	18,416,694.57	18,416,694.57	18,416,694.57	-	
	Net Change	23,267,280.16	23,267,280.16	23,267,280.16	-	
Value a	t 9/30/2021	41,683,974.73	41,683,974.73	41,683,974.73	-	
Certificate of Deposit Ne	gotiable					
Value a	t 6/30/2021	4,416,000.00	4,416,000.00	4,443,458.53	7,490.93	
	Net Change	(1,960,000.00)	(1,960,000.00)	(1,972,979.01)	(1,141.16)	
Value a	t 9/30/2021	2,456,000.00	2,456,000.00	2,470,479.53	6,349.77	
Total Portfolio		Par Value	Book Value	Market Value	Accrued Interest	
Value a	t 6/30/2021	105,865,824.99	105,865,824.99	105,893,283.52	7,490.93	
	Net Change	13,151,817.86	13,151,817.86	13,138,838.86	(1,141.16)	
Value a	t 9/30/2021	119,017,642.85	119,017,642.85	119,032,122.38	6,349.77	

TOWN OF LITTLE ELM

Investment Portfolio Interest Earnings

Quarter Ending 9/30/2021



Interest Earnings

interest Earnings								
Funds	FY 2020 Interest Earnings	1st Qtr FY 2021	2nd Qtr FY 2021	3rd Qtr FY 2021	Jul-21	Aug-21	Sep-21	3rd Qtr FY 2021
General Operating	408,184	32,589	57,383	46,520	12,948	12,592	12,590	38,130
Special Revenue Fund	63,758	12,258	13,255	15,915	5,441	5,587	6,360	17,388
Interest and Sinking	41,213	3,127	8,784	9,269	425	431	578	1,434
Equipment Replacement Fund	53,632	7,847	8,229	8,644	2,505	2,584	3,172	8,261
Enterprise Funds	424,323	62,325	79,127	57,137	15,194	15,369	18,842	49,406
Economic Agreements/TIRZ	66,432	4,304	3,698	3,687	1,005	987	759	2,751
Community Development 4B Corporation	9,095	1,835	2,798	2,540	854	923	663	2,440
General Capital Project Funds	303,605	22,272	22,825	23,651	8,177	7,916	9,177	25,270
Total Cash and Investments	1,324,115	146,557	196,099	167,363	46,548	46,388	52,142	145,078

Interest Earnings

Investment Type	FY 2020 Interest Earnings	1st Qtr FY 2021	2nd Qtr FY 2021	3rd Qtr FY 2021	Jul-21	Aug-21	Sep-21	3rd Qtr FY 2021
Cash Positions Bank	922,000	95,219	127,560	146,767	45,413	42,574	40,333	128,320
Cash Positions Pooled	185,688	7,354	3,725	1,625	696	675	1,110	2,481
Certificate of Deposit Negotiable	216,427	43,984	64,814	18,971	439	3,138	10,699	14,276
Total Cash and Investments	1,324,115	146,557	196,099	167,363	46,548	46,388	52,142	145,078



Town Council Meeting

Date: 11/02/2021

Agenda Item #: 6. C. **Department:** Finance

Strategic Goal: Maintain operational integrity and viability

Staff Contact: Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

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

DESCRIPTION:

The purpose of this item is to provide Town Council a report of financial performance of the town regarding its Budget of Revenues and Expenditures for the 4th and final quarter of the Fiscal Year 2020-2021.

BUDGET IMPACT:

The Town's has not seen a significant financial impact reflective of the current environment related to COVID-19 and the economy closures of businesses. The Town implemented a contingency plan in 2020 and continued to forecast and prepare the 2021 budget in a conservative approach. However, Little Elm is seeing a strong increase in building permits with the residential home market booming in the North DFW area and sales tax continually exceeding prior year collections. Through this last quarter of the fiscal year, the Town's property tax collection rate is 103% of the current tax levy. The Park and Recreation Fund planned for slow membership sales but finished strong in membership to the recreational center and the COVE. Special events continued to see support from attendance and sales. Finance reviewed the year-end estimates prepared during the 2022 budget cycle and Park and Recreation Fund exceeded revenue estimates and kept expenditures below projections. The Park and Recreation Fund reflects a profit of over \$600K. Another major revenue stream for the Town is the reported sales tax. To date, the Town is over FY 2021 budgeted sales tax revenue by 15%. Finance will have one more month to reflect sales tax revenue for November collections that is for September taxable sales. The Utility Funds as billed revenue for services and exceeded budget by 103%. The Town is experiencing increased water sales, which offsets the cost of purchase of water. Finance tracks the amount of water purchases to our take or pay amount. The Town's actual purchase of water exceeded the take or pay by 50,158,000. The water sales and purchase of water is reflected in the financial report.

RECOMMENDED ACTION:

Accept and approve Quarterly Budget Report for Quarter Ending September 30, 2021.

Attachments

Staff Memo-4th Qtr Budget to Actual September 30, 2021 Financial Report

MEMORANDUM

TO: MATT MUELLER, TOWN MANAGER

FROM: KELLY WILSON, CHIEF FINANCIAL OFFICER

SUBJ: BUDGET REPORT FOR PERIOD SEPTEMBER 30, 2021

CC: MAYOR AND COUNCIL

The attached is Budget to Actual Information for the fiscal period ending September 30, 2021. This period ending represents 100% of the Town's fiscal year. This information is unaudited and Finance is still preparing accruals as it relates to GASB standards. This budget report provides a snapshot of our financial information in a budgetary basis.

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

<u>Budget:</u> At September 30, 2021, the budget is as follows for major funds with the **target at 100%**; the major funds are presented in summary below. The YTD figure includes actual expenditures and encumbrances.

Revenues:

Major Funds – Sources	Budget	YTD	% Earned
General Fund	\$ 41,503,696	\$ 49,478,885	119%
Park and Recreation Fund	3,883,594	3,567,591	92%
Street Maintenance Fund	1,243,618	1,315,676	106%
Water and Sewer Fund	19,162,522	19,726,459	103%
Solid Waste Fund	3,010,258	3,250,266	108%
Storm Drainage System Fund	655,135	724,027	111%

Expenditures:

Major Funds - Uses	Budget	YTD	% Used
General Fund	\$ 47,176,733	\$ 43,828,203	93%
Park and Recreation Fund	4,119,116	2,844,569	69%
Street Maintenance Fund	1,598,813	1,589,471	99%
Water and Sewer Fund	19,829,947	15,459,526	78%
Solid Waste Fund	2,971,722	3,098,848	104%
Storm Drainage System Fund	1,166,408	879,856	75%

<u>General Fund Revenue and Expense Summary:</u> The total all sources of revenue in the General Fund year-to-date is \$49,478,885 or 119% of budgeted revenues of \$41,503,696. Compared to this time last

FINANCE DEPARTMENT BUDGET REPORT

year, the General Fund year-to-date revenues was 109% of budgeted revenues. Operationally, the Town's revenue through the 4th and final quarter of the fiscal year have exceeded budget. Ad Valorem property tax collections as of September, 2021 are \$30,156,933 or 103% on a tax levy of \$29,336,035. Property Tax collections typically start in October and spike with collections in December. The Town reports the collected property tax net of obligations to the various economic development incentives that are accounted for throughout the year. The Town saw increased revenue in building permits by exceeding budget by 247% along with building inspections and plan review fees that exceeded budget by 153%. The Town has not seen any loss in sales tax revenue that other municipalities has experience due to shut-down and slow openings. The Town has exceeded year to date projected budgeted sales tax revenue by 15%. Statewide, the Comptroller is reporting a 13% increase in sales tax collections. Total General Fund Expenditures are \$43,828,203 including \$572,993 in encumbrances. Total expenditures represent 93% of the budgeted \$47,176,733.

General Fund and Debt Service Fund Property Taxes:

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

	General		Debt Service	
General & Debt	Fund	YTD Actual	Fund	YTD Actual
Current Levy	\$20,536,503	\$22,188,458	\$5,415,953	\$6,106,462
Penalty and Interest	\$45,000	\$77,246	\$14,400	\$20,973
Prior Year Property Taxes	\$50,000	\$98,596	\$10,800	\$34,004
Total	\$20,631,503	\$22,364,230	\$5,441,153	\$6,161,439

<u>Sales Tax</u>: The Town's total sales tax budget (2 cents) is \$9,868,944. On an accrual basis, the Town is reporting sales tax receipts as it is earned. Sales Tax received in October and November was accrued back into FY2020 as it was actually earned for sales for the months of August and September. The table below summaries total sales tax collections through October 2021. Finance will have one more month to accrue reported sales tax for November receipt, which reflects September sales. Finance does not have this information at the time of this report. The figures below do not include any reduction to Sales Tax associated with any development, 380 or economic development agreements.

Fiscal Year	Total Sales Tax Received	1¢ City	.50¢ EDC	.25¢ CDC	.25¢ SMF
2020-2021 Budget	9,868,944	4,934,472	2,467,236	1,233,618	1,233,618
2020-2021 YTD Actual	10,425,922	5,212,961	2,606,481	1,303,240	1,303,240

<u>Interest Earnings and Cash Position:</u> The Town's funds are fully invested and secure. Total interest earned year to date ending September 30, 2021 was \$655,096. Total cash and investments on hand for the period ending September 30, 2021 are \$119,032,122. (See Cash and Investment Report for more detail)

FINANCE DEPARTMENT BUDGET REPORT

<u>Water and Sewer Fund:</u> The Town's Water-Wastewater Utility revenue billed YTD as of September 30, 2021 is \$19,726,459 or 103% of budget revenues of \$19,162,522. Water and Sewer rates remained unchanged from last year's rates. Water sales total \$10,643,652 or 102.81% of the total budgeted amount of \$10,353,000. Actual expenditures <u>including encumbrances</u> for the year as of September 30, 2021 are \$15,459,526 or 78% of the total amended budget amount of \$19,829,947.

The Town of Little Elm has billed 4.3 million gallons of water through the 4th quarter of FY 2021 and has purchased 5.6 million gallons of water for the fiscal year from NTMWD.

	Jul	-21	Aug	-21	Sep-	-21
	WATER	SEWER	WATER	SEWER	WATER	SEWER
# of Accts Residential	11,575	11,321	11,627	11,375	11,645	11,392
#of Accts Commercial	440	225	437	226	442	226
Consumption-Residential	95,452,000	58,206,000	107,429,000	58,756,000	118,057,000	59,078,000
Consumption-Commercial	35,286,000	15,185,000	39,143,000	15,468,000	45,478,000	17,134,000
Average Residential Water						
Consumption	8,246		9,240		10,138	
Billed (\$) Residential	\$754,535	\$514,436	\$834,715	\$517,869	\$904,539	\$517,869
Billed (\$) Commercial	\$288,548	\$76,506	\$305,725	\$77,912	\$347,898	\$85,726
Total Billed (\$)	\$1,043,083	\$590,942	\$1,140,439	\$595,780	\$1,252,438	\$603,594
		WET		WET		
Rainfall	4	SEASON	6.96	SEASON	0.15	DRY

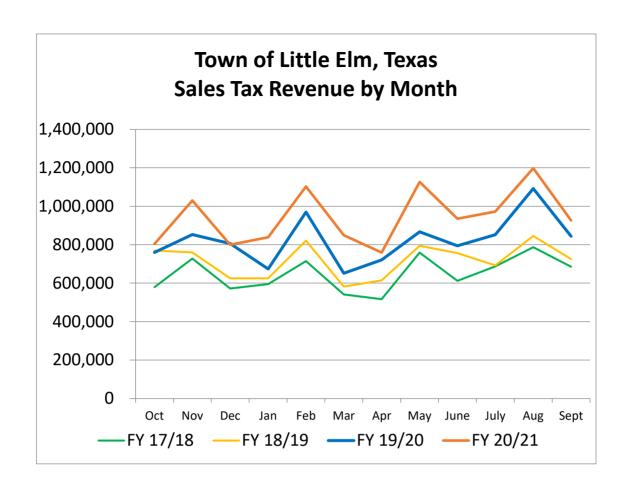
TOWN OF LITTLE ELM FY 2020-2021 Revenue and Expenditure Highlights

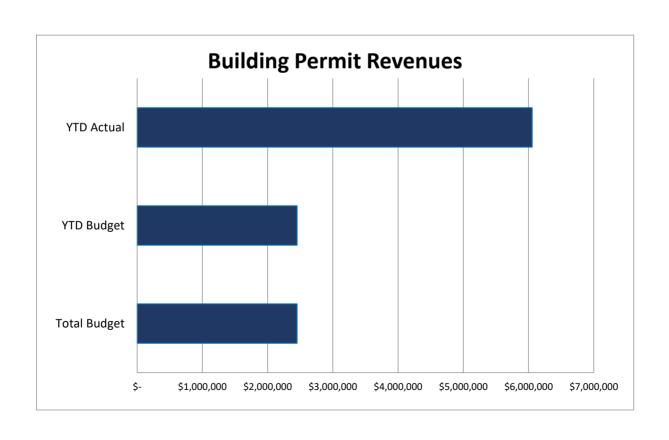
	General Fund Reve	nues	
	Amended Budget	YTD Actual	Percent Difference
Total Revenue	41,503,696	49,478,885	119%
	Top Five Sources of R	evenue	
Property Taxes	28,685,020	29,601,161	103%
City Sales Tax	4,934,472	5,212,961	106%
Building Permits	2,450,000	6,055,840	247%
Franchise Fees	2,210,000	2,197,470	99%
Infrastructure Inspection and			
Plan Review Fees	650,000	996,264	153%

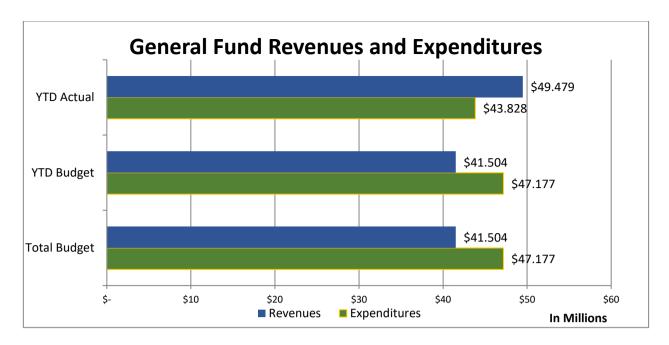
General Fund Expenditures				
	Amended Budget	YTD Actual	Remaining Budget	Percent of Budget
Total Expenditures	47,176,733	43,828,203	3,348,530	93%
Town Council	108,041	80,417	27,624	74%
Manager Administration	1,447,097	1,333,594	113,503	92%
Town Secretary	231,556	238,354	(6,798)	103%
Municipal Court	591,665	449,105	142,560	76%
Financial Services	3,801,886	3,379,212	422,674	89%
Library Services	623,797	552,854	70,943	89%
Development Services	1,078,298	912,324	165,974	85%
Information Technology	1,592,418	1,407,899	184,518	88%
Town Attorney	340,000	335,494	4,506	99%
Engineering	828,725	745,133	83,592	90%
Building Inspection / Code	1,288,251	1,248,472	39,779	97%
Police Department	14,197,099	13,277,425	919,674	94%
Non-Departmental	4,100,233	4,100,623	(390)	100%
Animal Services	417,504	407,083	10,421	98%
Fleet Maintenance	545,268	456,895	88,373	84%
Facility Maintenace	937,417	910,662	26,755	97%
Public Works / Streets	1,733,019	1,333,797	399,222	77%
Marketing and Communications	390,619	314,446	76,173	80%
Park Maintenace	2,275,183	2,091,462	183,721	92%
Parks - Senior Programs	212,811	134,057	78,754	63%
Fire Department	10,435,845	10,118,895	316,950	97%

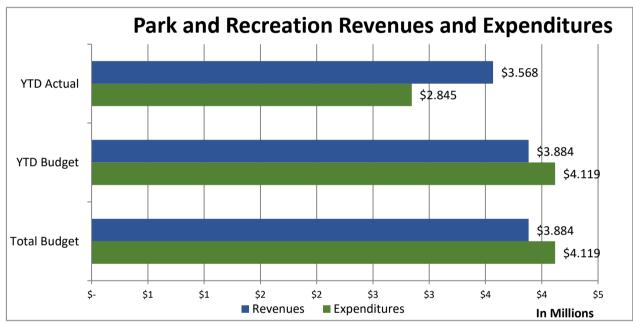
Amended Budget 3,010,258	YTD Actual	Percent Difference
3 010 258		. c. cc Dilici ciicc
3,010,230	3,250,266	108%
Top Five Sources of Re	evenue	
10,353,000	10,643,652	103%
7,022,022	7,053,380	100%
100,000	181,910	182%
370,000	438,923	119%
730,000	466,456	64%
Water and Sowe	r Program Evnandi	turos
	10,353,000 7,022,022 100,000 370,000 730,000	10,353,000 10,643,652 7,022,022 7,053,380 100,000 181,910 370,000 438,923

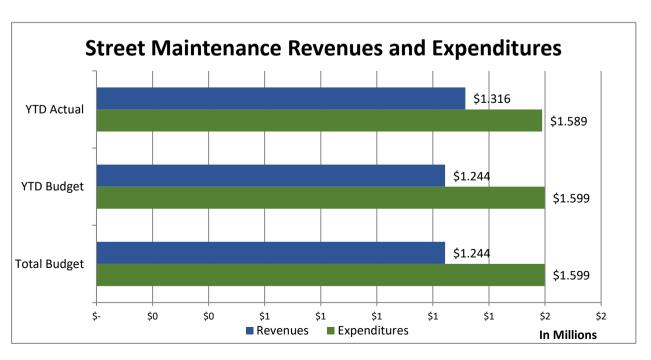
Water and Sewer Program Expenditures					
	Amended Budget	YTD Actual	Remaining Budget	Percent Difference	
Water Operations	8,873,443	8,322,142	551,301	94%	
Wastewater Collection	1,644,317	1,600,152	44,165	97%	
Wastewater Treatment	1,771,520	1,688,593	82,927	95%	
Utility Administration	749,557	772,532	(22,975)	103%	
Debt Service	3,875,946	3,952,507	(76,561)	102%	
Utility Billing and Collection	980,174	637,164	343,010	65%	
Construction/CIP	1,934,990	1,146,436	788,554	59%	

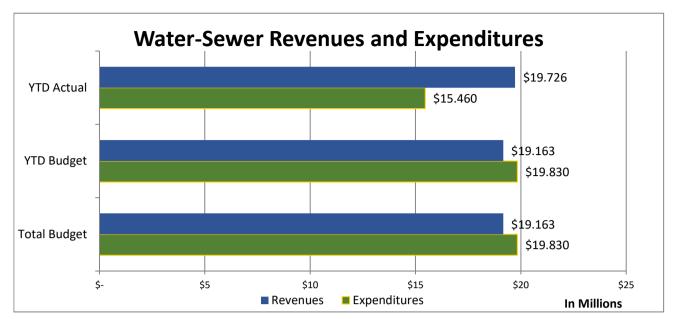


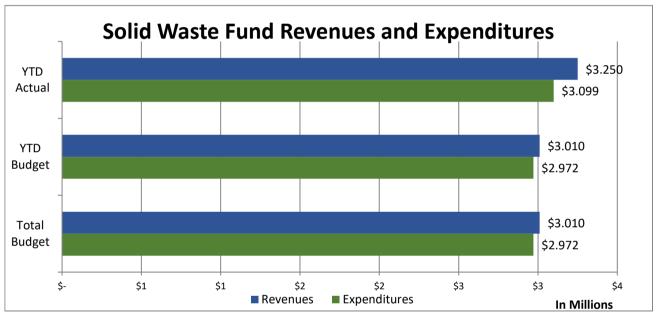


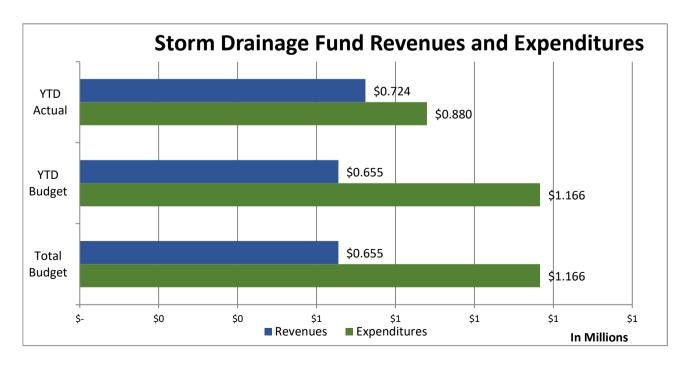














Town Council Meeting

Date: 11/02/2021

Agenda Item #: 6. D.

Department: Administrative Services

Strategic Goal: Provide a safe and welcoming environment for Little Elm residents and visitors

Staff Contact: Kate Graham, Assistant to the Town Manager

AGENDA ITEM:

Consider Action to Approve Resolution No. 1102202101 Electing to Participate in the Proposed Opioid Settlements Brought by the State of Texas.

DESCRIPTION:

The State of Texas, along with a broad coalition of states and political subdivisions from across the country, sued three major opioid distributors - McKesson, Cardinal Health and Amerisource Bergen - along with an opioid manufacturer - Johnson & Johnson. All three opioid distributors and opioid manufacturer Johnson & Johnson have reached a final settlement with Texas and the other jurisdictions. Texas' combined share of the settlements is approximately \$1.5 billion, and Texas municipalities can participate in the settlement if they elect to participate and if a municipality elects not to participate, the municipality would be required to institute its own litigation against the opioid distributors and/or manufacturers.

BUDGET IMPACT:

The estimated allocation to the Town of Little Elm is \$69,326.00.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Resolution No 1102202101
Settlement Participation Form
Settlement Allocation Term Sheet

TOWN OF LITTLE ELM, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, ELECTING TO PARTICIPATE IN THE PROPOSED OPIOID SETTLEMENTS BROUGHT BY THE STATE OF TEXAS AND OTHER JURISDICTIONS AGAINST VARIOUS PHARMACEUTICAL COMPANIES FOR THEIR ROLES IN THE NATIONAL OPIOID CRISIS; MAKING FINDINGS; AUTHORIZING THE TOWN MANAGER TO EXECUTE APPROPRIATE DOCUMENTATION RELATED THERETO; ADOPTING THE TEXAS TERM SHEET; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Texas, along with a broad coalition of states and political subdivisions from across the country, sued three (3) major opioid distributors—McKesson, Cardinal Health and Amerisource Bergen—along with an opioid manufacturer—Johnson & Johnson—for their role in the national opioid crisis; and

WHEREAS, opioid use in the United States has resulted in an increase of opioid drug overdose deaths to a record high 69,000 in 2020, and in Texas at the same time drug overdose deaths increased 31.9%, driven primarily by opioid overdose deaths; and

WHEREAS, the opioid overdose death increase was driven primarily by fentanyl and other synthetic opioids; and

WHEREAS, all three (3) opioid distributors and opioid manufacturer Johnson & Johnson have reached a final settlement with Texas and the other jurisdictions; and

WHEREAS, Texas' combined share of the settlements is approximately \$1.5 billion, and Texas municipalities can participate in the settlement if they elect to participate and if a municipality elects not to participate, the municipality would be required to institute its own litigation against the opioid distributors and/or manufacturers; and

WHEREAS, the Texas Attorney General's Office has requested that Little Elm and other Texas local governments elect to participate in the settlements, and to express such intent in a resolution by the governing body; and

WHEREAS, it is the intent of the Town of Little Elm to elect to participate in the settlements and therefore, such election to participate and to adopt the settlement term sheet will be forwarded to the Texas Attorney General's Office.

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

SECTION 1

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

SECTION 2

The Town Council of the Town of Little Elm, Texas, hereby authorizes the Town Manager to execute all necessary documentation reflecting the Town's election to participate in the settlements referenced in this Resolution, as reflected in the attached "Subdivision Settlement Participation Form," and the attached "Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet," and to take any and all other steps requested or authorized by the Texas Attorney General's Office relative the settlements referenced in this Resolution.

SECTION 3

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

SECTION 4

This Resolution shall be effective from and after its passage by the Town Council.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, THIS THE 2ND DAY OF NOVEMBER, 2021.

	Curtis J. Cornelious, Mayor	
ATTEST:		
Kate Graham, Interim Town Secretary		
APPROVED AS TO FORM:		
Robert F. Brown, Town Attorney		

(Subdivision Settlement Participation Forms)

(Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet)

EXHIBIT K

Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("Janssen Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
- 2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
- 3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
- 4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
- 6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
- 7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.
- 8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of

Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I have all necessary power and authorization to the Governmental Entity.	o execute this Election and Release on behalf of
Signatur	e:
Name:	
Title:	
Date:	

TEXAS OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET

WHEREAS, the people of the State of Texas and its communities have been harmed through the National and Statewide epidemic caused by licit and illicit opioid use and distribution within the State of Texas; and now,

WHEREAS, the State of Texas, though its elected representatives and counsel, including the Honorable Ken Paxton, Attorney General of the State of Texas, and certain Political Subdivisions, through their elected representatives and counsel, are separately engaged in litigation seeking to hold those entities in the supply chain accountable for the damage caused; and now,

WHEREAS, the State of Texas, through its Attorney General and its Political Subdivisions, share a common desire to abate and alleviate the impacts of the epidemic throughout the State of Texas; and now,

THEREFORE, the State of Texas and its Political Subdivisions, subject to completing formal documents effectuating the Parties' agreements, enter into this State of Texas and Texas Political Subdivisions' Opioid Abatement Fund Council and Settlement Allocation Term Sheet (Texas Term Sheet) relating to the allocation and use of the proceeds of any Settlements as described.

A. Definitions

As used in this Texas Term Sheet:

- 1. "The State" shall mean the State of Texas acting through its Attorney General.
- 2. "Political Subdivision(s)" shall mean any Texas municipality and county.
- 3. "The Parties" shall mean the State of Texas, the Political Subdivisions, and the Plaintiffs' Steering Committee and Liaison Counsel (PSC) in the Texas Opioid MDL, *In Re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152d District Court of Harris County, Texas.
- 4. "Litigating Political Subdivision" means a Political Subdivision that filed suit in the state courts of the State of Texas prior to the Execution Date of this Agreement, whether or not such case was transferred to Texas Opioid MDL, or removed to federal court.
- 5. "National Fund" shall mean any national fund established for the benefit of the Texas Political Subdivisions. In no event shall any National Fund be used to create federal jurisdiction, equitable or otherwise, over the Texas Political Subdivisions or those similarly situated state-court litigants who are included in the state coalition, nor shall the National Fund require participating in a class action or signing a participation agreement as part of the criteria for participating in the National Fund.
- 6. "Negotiating Committee" shall mean a three-member group comprising four representatives for each of (1) the State; (2) the PSC; and (3) Texas'

Political Subdivisions (collectively, "Members"). The State shall be represented by the Texas Attorney General or his designees. The PSC shall be represented by attorneys Mikal Watts, Jeffrey Simon, Dara Hegar, Dan Downey, or their designees. Texas' Political Subdivisions shall be represented by Clay Jenkins (Dallas County Judge), Terrence O'Rourke (Special Assistant County Attorney, Harris County), Nelson Wolff (Bexar County Judge), and Nathaniel Moran (Smith County Judge) or their designees.

- 7. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant that includes the State and Political Subdivisions.
- 8. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this Texas Term Sheet.
- 8. "Approved Purpose(s)" shall mean those uses identified in Exhibit A hereto.
- 9. "Pharmaceutical Supply Chain" shall mean the process and channels through which opioids or opioids products are manufactured, marketed, promoted, distributed, or dispensed.

- 10. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.
- 11. "Texas Opioid Council" shall mean the Council described in Exhibit A hereto, which has the purpose of ensuring the funds recovered by Texas (through the joint actions of the Attorney General and the Texas Political Subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

B. Allocation of Settlement Proceeds

1. All Opioid Funds distributed in Texas shall be divided with 15% going to Political Subdivisions ("Subdivision Share"), 70% to the Texas Opioid Abatement Fund through the Texas Opioid Council (Texas Abatement Fund Share) identified and described on Exhibits A and C hereto, and 15% to the Office of the Texas Attorney General as Counsel for the State of Texas ("State Share"). Out of the Texas Opioid Abatement Fund, reasonable expenses up to 1% shall be paid to the Texas Comptroller for the administration of the Texas Opioid Council pursuant to the Opioid

- Abatement Fund (Texas Settlement) Opioid Council Agreement, Exhibit A hereto.
- 2. The Subdivisions Share shall be allocated in accordance with the division of proceeds on Exhibit B hereto.
- 3. The Texas Abatement Fund Share shall be allocated to the Opioid Council to be apportioned in accordance with the guidelines of Exhibit A, and Exhibit C hereto.
- 4. In the event a Subdivision merges, dissolves, or ceases to exist, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably based on the composition of the successor Subdivision. If a Subdivision for any reason is excluded from a specific settlement, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably among the participating Subdivisions.
- 5. Funds obtained from parties unrelated to the Litigation, via grant, bequest, gift or the like, separate and distinct from the Litigation, may be directed to the Texas Opioid Council and disbursed as set forth below.
- 6. The Subdivision share shall be initially deposited and paid in cash directly to the Subdivision under the authority and guidance of the Texas MDL Court, who shall direct any Settlement funds to be held in trust in a

- segregated account to benefit the Subdivisions and to be promptly distributed as set forth herein and in accordance with Exhibit B.
- 7. Nothing in this Texas Term Sheet should alter or change any Subdivision's rights to pursue its own claim. Rather, the intent of this Texas Term Sheet is to join all parties to disburse settlement proceeds from one or more defendants to all parties participating in that settlement within Texas.
- 8. Opioid Funds from the Texas Abatement Fund Share shall be directed to the Texas Opioid Council and used in accordance with the guidelines as set out on Exhibit A hereto, and the Texas Abatement Fund Share shall be distributed to the Texas Opioid Council under the authority and guidance of the Texas MDL Court, consistent with Exhibits A and C, and the bylaws of the Texas Opioid Council documents and disbursed as set forth therein, including without limitation all abatement funds and the 1% holdback for expenses.
- 9. The State of Texas and the Political Subdivisions understand and acknowledge that additional steps may need to be undertaken to assist the Texas Opioid Council in its mission, at a predictable level of funding, regardless of external factors.

C. Payment of Counsel and Litigation Expenses

- 1. Any Master Settlement Agreement settlement will govern the payment of fees and litigation expenses to the Parties. The Parties agree to direct control of any Texas Political Subdivision fees and expenses to the "Texas Opioid Fee and Expense Fund," which shall be allocated and distributed by the Texas MDL Court, *In re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152nd District Court of Harris County, Texas, and with the intent to compensate all counsel for Texas Political Subdivisions who have not chosen to otherwise seek compensation for fees and expenses from any federal MDL common benefit fund.
 - 2. The Parties agree that no portion of the State of Texas 15% allocation share from any settlement shall be administered through the National Fund, the Texas MDL Court, or Texas Opioid Fee and Expense Fund, but shall be directed for payment to the State of Texas by the State of Texas.
 - 3. The State of Texas and the Texas Political Subdivisions, and their respective attorneys, agree that all fees whether contingent, hourly, fixed or otherwise owed by the Texas Political Subdivisions shall be paid out of the National Fund or as otherwise provided for herein to the Texas Opioid Fee and Expense Fund to be distributed by the 152nd

- District Court of Harris County, Texas pursuant to its past and future orders.
- 4. From any opioid-related settlements with McKesson, Cardinal Health, ABDC, and Johnson & Johnson, and for any future opioid-related settlements negotiated, in whole or in part, by the Negotiating Committee with any other Pharmaceutical Supply Chain Participant, the funds to be deposited in the Texas Opioid Fee and Expense Fund shall be 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of each payment (annual or otherwise) to the State of Texas for that settlement, plus expenses from the National Fund, and shall be sought by Texas Political Subdivision Counsel initially through the National Fund. The Texas Political Subdivisions' percentage share of fees and expenses from the National Fund shall be directed to the Texas Opioid Fee and Expense Fund in the Texas MDL, as soon as is practical, for allocation and distribution in accordance with the guidelines herein.
- 5. If the National Fund share to the Texas Political Subdivisions is insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, per subsection 4, immediately *supra*, or if payment from the National Fund is not received within 12 months after the date the

first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 12.5% of the Texas Political Subdivision Share to make up any difference.

6. If the National Fund and the Texas Political Subdivision share are insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, or if payment from the National Fund is not received within 12 months after the date the first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 8.75% of the Abatement Fund Share to make up any difference. In no event shall the Texas Political Subdivision share exceed 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of any settlement, plus expenses from the National Fund. In the event that any payment is received from the National Fund such that the total amount in fees and expenses exceeds 9.3925%, the Texas Political Subdivisions shall return any amounts received greater than 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions to those respective Funds.

- 7. For each settlement utilizing a National Fund, the Texas Political Subdivisions need only make one attempt at seeking fees and expenses there.
- 8. The total amount of the Texas Opioid Fee and Expense Fund shall be reduced proportionally, according to the agreed upon allocation of the Texas Subdivision Fund, for any Texas litigating Political Subdivision that (1) fails to enter the settlement; and (2) was filed in Texas state court, and was transferred to the Texas MDL (or removed before or during transfer to the Texas MDL) as of the execution date of this Agreement.

D. The Texas Opioid Council and Texas Abatement Fund

The Texas Opioid Council and Texas Abatement Fund is described in detail at Exhibit A, incorporated herein by reference.

E. Settlement Negotiations

1. The State and Negotiating Committee agree to inform each other in advance of any negotiations relating to a Texas-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and its Political Subdivisions and shall provide each other the opportunity to participate in all such negotiations. Any Texas-only Settlement agreed to with the State and Negotiating Committee shall be subject to the approval

of a majority of litigating Political Subdivisions. The Parties further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants and to include the Negotiating Committee or designees. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Negotiating Committee is unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and Negotiation Committee's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.

- 2. Any Master Settlement Agreement (MSA) shall be subject to the approval and jurisdiction of the Texas MDL Court.
- 3. As this is a Texas-specific effort, the Committee shall be Chaired by the Attorney General. However, the Attorney General, or his designees, shall endeavor to coordinate any publicity or other efforts to speak publicly with the other Committee Members.
- 4. The State of Texas, the Texas MDL Plaintiff's Steering Committee representatives, or the Political Subdivision representatives may withdraw

from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the remaining Committee Members and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Member releases the remaining Committee Members from the restrictions and obligations in this Section.

5. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case specific resolution with that particular Pharmaceutical Supply Chain Participant.

F. Amendments

The Parties agree to make such amendments as necessary to implement the intent of this agreement.

Acknowledgment of Agreement

We, the undersigned, have participated in the drafting of the above Texas Term Sheet, including consideration based on comments solicited from Political Subdivisions. This document has been collaboratively drafted to maintain all individual claims while allowing the State and its Political Subdivisions to cooperate in exploring all possible means of resolution. Nothing in this agreement binds any party to any specific outcome. Any resolution under this document will require

acceptance by the State of Texas and a majority of the Litigating Political Subdivisions.

We, the undersigned, hereby accept the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET. We understand that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate earlier resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Texas.

Executed this 13 day of May, 2020. FOR THE STATE OF TEXAS: KENNETH PAXTON, JR. ATTORNEY GENERAL FOR THE SUBDIVISIONS AND TEXAS MDL PSC: MIKAL WATTS WATTS GUERRA LLP SIMON GREENSTONE PANATIER, PC Dara Hegan DARA HEGAR LANIER LAW FIRM, PC DAN DOWNEY

DAN DOWNEY, PC

EXHIBIT A

Opioid Abatement Fund (Texas) Settlement

Opioid Council

As part of the settlement agreement and upon its execution, the parties will form the Texas Opioid Council (Council) to establish the framework that ensures the funds recovered by Texas (through the joint actions of the Attorney General and the state's political subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

I. Structure

The Council will be responsible for the processes and procedures governing the spending of the funds held in the Texas Abatement Fund, which will be approximately 70% of all funds obtained through settlement and/or litigation of the claims asserted by the State and its subdivisions in the investigations and litigation related to the manufacturing, marketing, distribution, and sale of opioids and related pharmaceuticals.

Money paid into the abatement fund will be held by an independent administrator, who shall be responsible for the ministerial task of releasing funds solely as authorized below by the Council, and accounting for all payments to and from the fund.

The Council will be formed when a court of competent jurisdiction enters an order settling the matter, including any order of a bankruptcy court. The Council's members must be appointed within sixty (60) days of the date the order is entered.

A. Membership

The Council shall be comprised of the following thirteen (13) members:

1. Statewide Members.

Six members appointed by the Governor and Attorney General to represent the State's interest in opioid abatement. The statewide members are appointed as follows:

- a. The Governor shall appoint three (3) members who are licensed health professionals with significant experience in opioid interventions;
- b. The Attorney General shall appoint three (3) members who are licensed professionals with significant experience in opioid incidences; and
- c. The Governor will appoint the Chair of the Council as a non-voting member. The Chair may only cast a vote in the event there is a tie of the membership.

2. Regional Members.

Six (6) members appointed by the State's political subdivisions to represent their designated Texas Health and Human Services Commission "HHSC" Regional Healthcare

Partnership (Regions) to ensure dedicated regional, urban, and rural representation on the Council. The regional appointees must be from either academia or the medical profession with significant experience in opioid interventions. The regional members are appointed as follows:

- a. One member representing Regions 9 and 10 (Dallas Ft-Worth);
- b. One member representing Region 3 (Houston);
- c. One member representing Regions 11, 12, 13, 14, 15, 19 (West Texas);
- d. One member representing Regions 6, 7, 8, 16 (Austin-San Antonio);
- e. One member representing Regions 1, 2, 17, 18 (East Texas); and
- f. One member representing Regions 4, 5, 20 (South Texas).

B. Terms

All members of the Council are appointed to serve staggered two-year terms, with the terms of members expiring February 1 of each year. A member may serve no more than two consecutive terms, for a total of four consecutive years. For the first term, four (4) members (two (2) statewide and two (2) for the subdivisions) will serve a three-year term. A vacancy on the Council shall be filled for the unexpired term in the same manner as the original appointment. The Governor will appoint the Chair of the Council who will not vote on Council business unless there is a tie vote, and the subdivisions will appoint a Vice-Chair voting member from one of the regional members.

C. Governance

1. Administration

The Council is attached administratively to the Comptroller. The Council is an independent, quasi-governmental agency because it is responsible for the statewide distribution of the abatement settlement funds. The Council is exempt from the following statutes:

- a. Chapter 316 of the Government Code (Appropriations);
- b. Chapter 322 of the Government Code (Legislative Budget Board);
- c. Chapter 325 of the Government Code (Sunset);
- d. Chapter 783 of the Government Code (Uniform Grants and Contract Management);
- e. Chapter 2001 of the Government Code (Administrative Procedure);
- f. Chapter 2052 of the Government Code (State Agency Reports and Publications);
- g. Chapter 2261 of the Government Code (State Contracting Standards and Oversight);
- h. Chapter 2262 of the Government Code (Statewide Contract Management);

- i. Chapter 262 of the Local Government Code (Purchasing and Contracting Authority of Counties); and
- j. Chapter 271 of the Local Government Code (Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments).

2. Transparency

The Council will abide by state laws relating to open meetings and public information, including Chapters 551 and 552 of the Texas Government Code.

- i. The Council shall hold at least four regular meetings each year. The Council may hold additional meetings on the request of the Chair or on the written request of three members of the council. All meetings shall be open to the public, and public notice of meetings shall be given as required by state law.
- ii. The Council may convene in a closed, non-public meeting:
 - a. If the Commission must discuss:
 - 1. Negotiation of contract awards; and
 - 2. Matters specifically exempted from disclosure by federal and state statutes.
 - b. All minutes and documents of a closed meeting shall remain under seal, subject to release only order of a court of competent jurisdiction.

3. Authority

The Council does not have rulemaking authority. The terms of each Judgment, Master Settlement Agreement, or any Bankruptcy Settlement for Texas control the authority of the Council and the Council may not stray outside the bounds of the authority and power vested by such settlements. Should the Council require legal assistance in determining their authority, the Council may direct the executive director to seek legal advice from the Attorney General to clarify the issue.

D. Operation and Expenses

The independent administrator will set aside up to one (1) percent of the settlement funds for the administration of the Council for reasonable costs and expenses of operating the foregoing duties, including educational activities.

1. Executive Director

The Comptroller will employ the executive director of the Council and other personnel as necessary to administer the duties of the Council and carry out the functions of the Council. The executive director must have at least 10 years of experience in government or public administration and is classified as a Director V/B30 under the State Auditor's State Classification. The Comptroller will pay the salaries of the Council employees from the

one (1) percent of the settlement funds set aside for the administration of the Council. The Comptroller will request funds from the Texas Abatement Fund Point of Contact.

2. Travel Reimbursement

A person appointed to the Council is entitled to reimbursement for the travel expenses incurred in attending Council duties. A member of the Council may be reimbursed for actual expenses for meals, lodging, transportation, and incidental expenses in accordance with travel rates set by the federal General Services Administration.

II. Duties/Roles

It is the duty of the Council to determine and approve the opioid abatement strategies and funding awards.

A. Approved Abatement Strategies

The Council will develop the approved Texas list of abatement strategies based on but not limited to the existing national list of opioid abatement strategies (see attached Appendix A) for implementing the Texas Abatement Fund.

- 1. The Council shall only approve strategies which are evidence-informed strategies.
- 2. The Texas list of abatement strategies must be approved by majority vote. The majority vote must include a majority from both sides of the statewide members and regional members in order to be approved, e.g., at least four (4) of six (6) members on each side.

B. Texas Abatement Fund Point of Contact

The Council will determine a single point of contact called the Abatement Fund Point of Contact (POC) to be established as the sole entity authorized to receive requests for funds and approve expenditures in Texas and order the release of funds from the Texas Abatement Fund by the independent administrator. The POC may be an independent third party selected by the Council with expertise in banking or financial management. The POC will manage the Opioid Council Bank Account (Account). Upon a vote, the Council will direct the POC to contact the independent administrator to release funds to the Account. The Account is outside the State Treasury and not managed by any state or local officials. The POC is responsible for payments to the qualified entities selected by the Council for abatement fund awards. The POC will submit a monthly financial statement on the Account to the Council.

C. Auditor

An independent auditor appointed by the Council will perform an audit on the Account on an annual basis and report its findings, if any, to the Council.

D. Funding Allocation

The Council is the sole decision-maker on the funding allocation process of the abatement funds. The Council will develop the application and award process based on the parameters outlined below. An entity seeking funds from the Council must apply for funds; no funds will be awarded without an application. The executive director and personnel may assist the Council in gathering and compiling the applications for consideration; however, the Council members are the sole decision-makers of awards and funding determination. The Council will use the following processes to award funds:

- 1. Statewide Funds. The Council will consider, adopt and approve the allocation methodology attached as Exhibit C, based upon population health data and prevalence of opioid incidences, at the Council's initial meeting. Adoption of such methodology will allow each Region to customize the approved abatement strategies to fit its communities' needs. The statewide regional funds will account for seventy-five (75) percent of the total overall funds, less the one (1) percent administrative expense described herein.
- 2. Targeted Funds. Each Region shall reserve twenty-five (25) percent of the overall funds, for targeted interventions in the specific Region as identified by opioid incidence data. The Council must approve on an annual basis the uses for the targeted abatement strategies and applications available to every Region, including education and outreach programs. Each Region without approved uses for the targeted funds from the Council, based upon a greater percentage of opioid incidents compared to its population, is subject to transfer of all or a portion of the targeted funds for that Region for uses based upon all Regions' targeted funding needs as approved by the Council on an annual basis.
- 3. *Annual Allocation*. Statewide regional funds and targeted funds will be allocated on an annual basis. If a Region lapses its funds, the funds will be reallocated based on all Regions' funding needs.

E. Appeal Process

The Council will establish an appeal process to permit the applicants for funding (state or subdivisions) to challenge decisions by the Council-designated point of contact on requests for funds or expenditures.

- 1. To challenge a decision by the designated point of contact, the State or a subdivision must file an appeal with the Council within thirty (30) days of the decision. The Council then has thirty (30) days to consider and rule on the appeal.
- 2. If the Council denies the appeal, the party may file an appeal with the state district court of record where the final opioid judgment or Master Settlement Agreement is filed. The Texas Rules of Civil Procedure and Rules of Evidence will govern these proceedings. The Council may request representation from the Attorney General in these proceedings.

In making its determination, the state district court shall apply the same clear error standards contained herein that the Council must follow when rendering its decision.

- 3. The state district court will make the final decision and the decision is not appealable.
- 4. Challenges will be limited and subject to penalty if abused.
- 5. Attorneys' fees and costs are not recoverable in these appeals.

F. Education

The Council may determine that a percentage of the funds in the Abatement Fund from the targeted funds be used to develop an education and outreach program to provide materials on the consequences of opioid drug use, prevention and interventions. Any material developed will include online resources and toolkits for communities.

EXHIBIT B

Exhibit B: Municipal Area Allocations: 15% of Total (\$150 million)

(County numbers refer to distribution to the county governments after payment to cities within county borders has been made. Minimum distribution to each county is \$1000.)

Municipal Area	Allocation	Municipal Area	Allocation
Abbott	\$688	Lakeport	\$463
Abernathy	\$110	Lakeside	\$4,474
Abilene	\$563,818	Lakeside City	\$222
Ackerly	\$21	Lakeview	\$427
Addison	\$58,094	Lakeway	\$31,657
Adrian	\$181	Lakewood Village	\$557
Agua Dulce	\$43	Lamar County	\$141,598
Alamo	\$22,121	Lamb County	\$50,681
Alamo Heights	\$28,198	Lamesa	\$29,656
Alba	\$3,196	Lampasas	\$28,211
Albany	\$180	Lampasas County	\$42,818
Aledo	\$331	Lancaster	\$90,653
Alice	\$71,291	Laredo	\$763,174
Allen	\$315,081	Latexo	\$124
Alma	\$1,107	Lavaca County	\$45,973
Alpine	\$29,686	Lavon	\$7,435
Alto	\$3,767	Lawn	\$58
Alton	\$11,540	League City	\$302,418
Alvarado	\$29,029	Leakey	\$256
Alvin	\$113,962	Leander	\$88,641
Alvord	\$358	Leary	\$797
Amarillo	\$987,661	Lee County	\$30,457
Ames	\$5,571	Lefors	\$159
Amherst	\$22	Leon County	\$67,393
Anahuac	\$542	Leon Valley	\$23,258
Anderson	\$19	Leona	\$883
Anderson County	\$268,763	Leonard	\$8,505
Andrews	\$18,983	Leroy	\$176
Andrews County	\$37,606	Levelland	\$46,848
Angelina County	\$229,956	Lewisville	\$382,094
Angleton	\$62,791	Lexington	\$2,318
Angus	\$331	Liberty	\$72,343
Anna	\$9,075	Liberty County	\$531,212
Annetta	\$5,956	Liberty Hill	\$2,780
Annetta North	\$34	Limestone County	\$135,684

(Table continues on multiple pages below)

Annetta South	\$602	Lincoln Park	\$677
Annona	\$738	Lindale	\$24,202
Anson	\$5,134	Linden	\$3,661
Anthony	\$4,514	Lindsay	\$1,228
Anton	\$444	Lipan	\$44
Appleby	\$1,551	Lipscomb County	\$10,132
Aquilla	\$208	Little Elm	\$69,326
Aransas County	\$266,512	Little River-Academy	\$798
Aransas Pass	\$57,813	Littlefield	\$7,678
Archer City	\$10,554	Live Oak	\$32,740
Archer County	\$45,534	Live Oak County	\$39,716
Arcola	\$7,290	Liverpool	\$1,435
Argyle	\$11,406	Livingston	\$73,165
Arlington	\$735,803	Llano	\$23,121
Armstrong County	\$974	Llano County	\$115,647
Arp	\$2,009	Lockhart	\$49,050
Asherton	\$112	Lockney	\$3,301
Aspermont	\$9	Log Cabin	\$1,960
Atascosa County	\$176,903	Lometa	\$1,176
Athens	\$105,942	Lone Oak	\$1,705
Atlanta	\$30,995	Lone Star	\$8,283
Aubrey	\$15,141	Longview	\$482,254
Aurora	\$1,849	Loraine	\$188
Austin County	\$76,030	Lorena	\$3,390
Austin	\$4,877,716	Lorenzo	\$11,358
Austwell	\$109	Los Fresnos	\$11,185
Avery	\$138	Los Indios	\$159
Avinger	\$1,115	Los Ybanez	\$0
Azle	\$32,213	Lott	\$1,516
Bailey	\$950	Lovelady	\$249
Bailey County	\$15,377	Loving County	\$1,000
Bailey's Prairie	\$5,604	Lowry Crossing	\$783
Baird	\$2,802	Lubbock	\$319,867
Balch Springs	\$27,358	Lubbock County	\$1,379,719
Balcones Heights	\$23,811	Lucas	\$5,266
Ballinger	\$9,172	Lueders	\$508
Balmorhea	\$63	Lufkin	\$281,592
Bandera	\$2,893	Luling	\$29,421
Bandera County	\$86,815	Lumberton	\$36,609
Bangs	\$3,050	Lyford	\$3,071

Bardwell	\$362	Lynn County	\$6,275
Barry	\$200	Lytle	\$7,223
Barstow	\$61	Mabank	\$19,443
Bartlett	\$3,374	Madison County	\$49,492
Bartonville	\$8,887	Madisonville	\$11,458
Bastrop	\$46,320	Magnolia	\$26,031
Bastrop County	\$343,960	Malakoff	\$12,614
Bay City	\$57,912	Malone	\$439
Baylor County	\$29,832	Manor	\$12,499
Bayou Vista	\$6,240	Mansfield	\$150,788
Bayside	\$242	Manvel	\$12,305
Baytown	\$216,066	Marble Falls	\$37,039
Bayview	\$41	Marfa	\$65
Beach City	\$12,505	Marietta	\$338
Bear Creek	\$906	Marion	\$275
Beasley	\$130	Marion County	\$54,728
Beaumont	\$683,010	Marlin	\$21,634
Beckville	\$1,247	Marquez	\$1,322
Bedford	\$94,314	Marshall	\$108,371
Bedias	\$3,475	Mart	\$928
Bee Cave	\$12,863	Martin County	\$10,862
Bee County	\$97,844	Martindale	\$2,437
Beeville	\$24,027	Mason	\$777
Bell County	\$650,748	Mason County	\$3,134
Bellaire	\$41,264	Matador	\$1,203
Bellevue	\$56	Matagorda County	\$135,239
Bellmead	\$14,487	Mathis	\$15,720
Bells	\$1,891	Maud	\$423
Bellville	\$7,488	Maverick County	\$115,919
Belton	\$72,680	Maypearl	\$986
Benavides	\$152	McAllen	\$364,424
Benbrook	\$43,919	McCamey	\$542
Benjamin	\$951	McGregor	\$9,155
Berryville	\$14,379	McKinney	\$450,383
Bertram	\$182	McLean	\$14
Beverly Hills	\$4,336	McLendon-Chisholm	\$411
Bevil Oaks	\$549	Mcculloch County	\$20,021
Bexar County	\$7,007,152	Mclennan County	\$529,641
Big Lake	\$547	Mcmullen County	\$1,000
Big Sandy	\$4,579	Meadow	\$1,121

Big Spring	\$189,928	Meadowlakes	\$905
Big Wells	\$236	Meadows Place	\$18,148
Bishop	\$8,213	Medina County	\$48,355
Bishop Hills	\$323	Megargel	\$611
Blackwell	\$31	Melissa	\$15,381
Blanco	\$6,191	Melvin	\$345
Blanco County	\$49,223	Memphis	\$7,203
Blanket	\$147	Menard	\$991
Bloomburg	\$1,010	Menard County	\$14,717
Blooming Grove	\$352	Mercedes	\$21,441
Blossom	\$198	Meridian	\$3,546
Blue Mound	\$2,888	Merkel	\$10,117
Blue Ridge	\$1,345	Mertens	\$239
Blum	\$1,622	Mertzon	\$29
Boerne	\$45,576	Mesquite	\$310,709
Bogata	\$3,649	Mexia	\$21,096
Bonham	\$100,909	Miami	\$455
Bonney	\$2,510	Midland County	\$279,927
Booker	\$1,036	Midland	\$521,849
Borden County	\$1,000	Midlothian	\$95,799
Borger	\$69,680	Midway	\$78
Bosque County	\$71,073	Milam County	\$97,386
Bovina	\$173	Milano	\$904
Bowie	\$83,620	Mildred	\$286
Bowie County	\$233,190	Miles	\$93
Boyd	\$6,953	Milford	\$6,177
Brackettville	\$8	Miller's Cove	\$97
Brady	\$27,480	Millican	\$417
Brazoria	\$11,537	Mills County	\$19,931
Brazoria County	\$1,021,090	Millsap	\$34
Brazos Bend	\$462	Mineola	\$48,719
Brazos Country	\$902	Mineral Wells	\$92,061
Brazos County	\$342,087	Mingus	\$189
Breckenridge	\$23,976	Mission	\$124,768
Bremond	\$5,554	Missouri City	\$209,633
Brenham	\$54,750	Mitchell County	\$20,850
Brewster County	\$60,087	Mobeetie	\$52
Briarcliff	\$572	Mobile City	\$2,034
Briaroaks	\$57	Monahans	\$5,849
Bridge City	\$80,756	Mont Belvieu	\$19,669

Bridgeport	\$33,301	Montague County	\$94,796
Briscoe County	\$977	Montgomery	\$1,884
Broaddus	\$31	Montgomery County	\$2,700,911
Bronte	\$99	Moody	\$828
Brooks County	\$20,710	Moore County	\$40,627
Brookshire	\$6,406	Moore Station	\$772
Brookside Village	\$1,110	Moran	\$50
Brown County	\$193,417	Morgan	\$605
Browndell	\$152	Morgan's Point	\$3,105
Brownfield	\$14,452	Morgan's Point Resort	\$8,024
Brownsboro	\$3,176	Morris County	\$53,328
Brownsville	\$425,057	Morton	\$167
Brownwood	\$166,572	Motley County	\$3,344
Bruceville-Eddy	\$1,692	Moulton	\$999
Bryan	\$246,897	Mount Calm	\$605
Bryson	\$1,228	Mount Enterprise	\$1,832
Buckholts	\$1,113	Mount Pleasant	\$65,684
Buda	\$10,784	Mount Vernon	\$6,049
Buffalo	\$11,866	Mountain City	\$1,548
Buffalo Gap	\$88	Muenster	\$4,656
Buffalo Springs	\$188	Muleshoe	\$4,910
Bullard	\$7,487	Mullin	\$384
Bulverde	\$14,436	Munday	\$2,047
Bunker Hill Village	\$472	Murchison	\$2,302
Burkburnett	\$37,844	Murphy	\$51,893
Burke	\$1,114	Mustang	\$7
Burleson County	\$70,244	Mustang Ridge	\$2,462
Burleson	\$151,779	Nacogdoches	\$205,992
Burnet	\$33,345	Nacogdoches County	\$198,583
Burnet County	\$189,829	Naples	\$4,224
Burton	\$937	Nash	\$7,999
Byers	\$77	Nassau Bay	\$11,247
Bynum	\$380	Natalia	\$625
Cactus	\$4,779	Navarro	\$334
Caddo Mills	\$43	Navarro County	\$103,513
Caldwell	\$18,245	Navasota	\$37,676
Caldwell County	\$86,413	Nazareth	\$124
Calhoun County	\$127,926	Nederland	\$44,585
Callahan County	\$12,894	Needville	\$10,341
Callisburg	\$101	Nevada	\$237

Cameron \$11,091 New Boston \$6,953 Cameron County \$537,026 New Braunfels \$307,313 Camp County \$28,851 New Chapel Hill \$288	Calvert	\$772	New Berlin	\$4
,	Cameron	\$11,091	New Boston	\$6,953
Camp County \$28,851 New Chapel Hill \$288	Cameron County	\$537,026	New Braunfels	\$307,313
	Camp County	\$28,851	New Chapel Hill	\$288
Camp Wood \$422 New Deal \$338	Camp Wood	\$422	New Deal	\$338
Campbell \$1,116 New Fairview \$2,334	Campbell	\$1,116	New Fairview	\$2,334
Canadian \$1,090 New Home \$9	Canadian	\$1,090	New Home	\$9
Caney City \$2,005 New Hope \$1,024	Caney City	\$2,005	New Hope	\$1,024
Canton \$56,734 New London \$4,129	Canton	\$56,734	New London	\$4,129
Canyon \$26,251 New Summerfield \$442	Canyon	\$26,251	New Summerfield	\$442
Carbon \$620 New Waverly \$2,562	Carbon	\$620	New Waverly	\$2,562
Carl's Corner \$48 Newark \$520	Carl's Corner	\$48	Newark	\$520
Carmine \$385 Newcastle \$914	Carmine	\$385	Newcastle	\$914
Carrizo Springs \$1,671 Newton \$6,102	Carrizo Springs	\$1,671	Newton	\$6,102
Carrollton \$310,255 Newton County \$158,006	Carrollton	\$310,255	Newton County	\$158,006
Carson County \$29,493 Neylandville \$163	Carson County	\$29,493	Neylandville	\$163
Carthage \$18,927 Niederwald \$16	Carthage	\$18,927	Niederwald	\$16
Cashion Community \$322 Nixon \$2,283	Cashion Community	\$322	Nixon	\$2,283
Cass County \$93,155 Nocona \$16,536	Cass County	\$93,155	Nocona	\$16,536
Castle Hills \$12,780 Nolan County \$50,262	Castle Hills	\$12,780	Nolan County	\$50,262
Castro County \$4,420 Nolanville \$4,247	Castro County	\$4,420	Nolanville	\$4,247
Castroville \$4,525 Nome \$391	Castroville	\$4,525	Nome	\$391
Cedar Hill \$70,127 Noonday \$226	Cedar Hill	\$70,127	Noonday	\$226
Cedar Park \$185,567 Nordheim \$697	Cedar Park	\$185,567	Nordheim	\$697
Celeste \$1,280 Normangee \$6,192	Celeste	\$1,280	Normangee	\$6,192
Celina \$18,283 North Cleveland \$105	Celina	\$18,283	North Cleveland	\$105
Center \$58,838 North Richland Hills \$146,419	Center	\$58,838	North Richland Hills	\$146,419
Centerville \$385 Northlake \$8,905	Centerville	\$385	Northlake	\$8,905
Chambers County \$153,188 Novice \$76	Chambers County	\$153,188	Novice	\$76
Chandler \$17,364 Nueces County \$1,367,932	Chandler	\$17,364	Nueces County	\$1,367,932
Channing \$2 O'Brien \$76	Channing	\$2	O'Brien	\$76
Charlotte \$4,257 O'Donnell \$27	Charlotte	\$4,257	O'Donnell	\$27
Cherokee County \$156,612 Oak Grove \$2,769	Cherokee County	\$156,612	Oak Grove	\$2,769
Chester \$1,174 Oak Leaf \$612	Chester	\$1,174	Oak Leaf	\$612
Chico \$2,928 Oak Point \$9,011	Chico	\$2,928	Oak Point	\$9,011
Childress \$37,916 Oak Ridge \$358	Childress	\$37,916	Oak Ridge	\$358
Childress County \$50,582 Oak Ridge North \$33,512	Childress County	\$50,582	Oak Ridge North	\$33,512
Chillicothe \$172 Oak Valley \$7	Chillicothe	\$172	Oak Valley	\$7
China \$522 Oakwood \$148	China	\$522	Oakwood	\$148
China Grove \$598 Ochiltree County \$15,476	China Grove	\$598	Ochiltree County	\$15,476

Chireno	\$1,568	Odem	\$7,420
Christine	\$354	Odessa	\$559,163
Cibolo	\$13,690	Oglesby	\$29
Cisco	\$7,218	Old River-Winfree	\$21,653
Clarendon	\$114	Oldham County	\$10,318
Clarksville	\$20,891	Olmos Park	\$9,801
Clarksville City	\$54	Olney	\$6,088
Claude	\$26	Olton	\$1,197
Clay County	\$72,050	Omaha	\$4,185
Clear Lake Shores	\$6,682	Onalaska	\$31,654
Cleburne	\$228,184	Opdyke West	\$479
Cleveland	\$96,897	Orange	\$311,339
Clifton	\$9,939	Orange County	\$689,818
Clint	\$375	Orange Grove	\$1,677
Clute	\$51,350	Orchard	\$867
Clyde	\$17,287	Ore City	\$6,806
Coahoma	\$2,291	Overton	\$7,900
Cochran County	\$3,389	Ovilla	\$13,391
Cockrell Hill	\$512	Oyster Creek	\$9,633
Coffee City	\$1,087	Paducah	\$125
Coke County	\$5,522	Paint Rock	\$141
Coldspring	\$447	Palacios	\$14,036
Coleman	\$5,442	Palestine	\$178,009
Coleman County	\$4,164	Palisades	\$240
College Station	\$258,147	Palm Valley	\$1,918
Colleyville	\$46,049	Palmer	\$12,666
Collin County	\$1,266,721	Palmhurst	\$4,660
Collingsworth County	\$19,234	Palmview	\$7,577
Collinsville	\$1,831	Palo Pinto County	\$124,621
Colmesneil	\$2,211	Pampa	\$67,227
Colorado City	\$8,405	Panhandle	\$9,536
Colorado County	\$49,084	Panola County	\$80,699
Columbus	\$6,867	Panorama Village	\$1,292
Comal County	\$396,142	Pantego	\$12,898
Comanche	\$16,503	Paradise	\$52
Comanche County	\$50,964	Paris	\$201,180
Combes	\$1,710	Parker	\$10,307
Combine	\$1,892	Parker County	\$476,254
Commerce	\$33,869	Parmer County	\$15,866
Como	\$415	Pasadena	\$356,536

Concho County	\$3,859	Pattison	\$1,148
Conroe	\$466,671	Patton Village	\$9,268
Converse	\$27,693	Payne Springs	\$1,770
Cooke County	\$200,451	Pearland	\$333,752
Cool	\$731	Pearsall	\$11,570
Coolidge	\$243	Pecan Gap	\$719
Cooper	\$362	Pecan Hill	\$229
Coppell	\$86,593	Pecos	\$7,622
Copper Canyon	\$489	Pecos County	\$46,997
Copperas Cove	\$133,492	Pelican Bay	\$1,199
Corinth	\$75,298	Penelope	\$415
Corpus Christi	\$1,812,707	Penitas	\$312
Corral City	\$143	Perryton	\$23,364
Corrigan	\$21,318	Petersburg	\$1,691
Corsicana	\$87,310	Petrolia	\$17
Coryell County	\$123,659	Petronila	\$5
Cottle County	\$875	Pflugerville	\$86,408
Cottonwood	\$289	Pharr	\$144,721
Cottonwood Shores	\$1,203	Pilot Point	\$11,613
Cotulla	\$1,251	Pine Forest	\$3,894
Coupland	\$266	Pine Island	\$3,141
Cove	\$387	Pinehurst	\$32,671
Covington	\$519	Pineland	\$4,138
Coyote Flats	\$1,472	Piney Point Village	\$15,738
Crandall	\$12,094	Pittsburg	\$20,526
Crane	\$10,599	Plains	\$129
Crane County	\$26,146	Plainview	\$60,298
Cranfills Gap	\$128	Plano	\$1,151,608
Crawford	\$383	Pleak	\$270
Creedmoor	\$16	Pleasant Valley	\$308
Cresson	\$1,086	Pleasanton	\$29,011
Crockett	\$23,403	Plum Grove	\$258
Crockett County	\$18,210	Point	\$1,519
Crosby County	\$18,388	Point Blank	\$355
Crosbyton	\$1,498	Point Comfort	\$447
Cross Plains	\$4,877	Point Venture	\$588
Cross Roads	\$244	Polk County	\$370,831
Cross Timber	\$542	Ponder	\$1,282
Crowell	\$6,335	Port Aransas	\$31,022
Crowley	\$22,345	Port Arthur	\$367,945

Cuero \$24,689 Port Lavaca \$11,752 Culberson County \$789 Port Neches \$38,849 Cumby \$5,320 Portland \$76,517 Cuncy \$606 Post \$2,332 Cushing \$1,120 Post Oak Bend City \$1,034 Cut and Shoot \$2,141 Potect \$6,767 DISH \$19 Poth \$3,974 Daingerfield \$12,476 Potter County \$371,701 Daisctta \$5,370 Pottsboro \$12,302 Dalhart \$11,609 Powell \$110 Dallan County \$21,686 Poynor \$1,180 Dallas County \$8,538,291 Porinic View \$7,600 Dallas \$2,999,902 Premont \$3,321 Dallos Gunty \$4,231 Presidio County \$77 Darbouthington Gardens \$6,060 Presidio County \$78 Darbouthington Gardens \$6,060 Presidio County \$72 Darwoon \$46,911	Crystal City	\$19,412	Port Isabel	\$9,802
Cumby \$5,320 Portland \$76,517 Cuney \$606 Post \$2,332 Cushing \$1,120 Post Oak Bend City \$1,034 Cut and Shoot \$2,141 Poteet \$6,767 DISH \$19 Poth \$3,377 Daingerfield \$12,476 Potter County \$371,701 Daisetta \$5,370 Pottsboro \$12,302 Dalhart \$11,609 Powell \$110 Dallas County \$21,686 Poynor \$1,180 Dallas County \$8,538,291 Prairie View \$7,600 Dallas County \$8,538,291 Prairie View \$7,600 Dallas \$2,999,902 Premont \$3,321 Dalworthington Gardens \$6060 Presidio County \$787 Darrouzet \$101 Primera \$2,958 Dayton Gordens \$600 Princeton \$19,245 Dawson County \$46,911 Progreso Lakes \$39 Dayton Lakes \$38 Proser	Cuero	\$24,689	Port Lavaca	\$11,752
Cuney \$606 Post \$2,342 Cushing \$1,120 Post Oak Bend City \$1,034 Cut and Shoot \$2,141 Poteet \$6,767 DISH \$19 Poth \$3,974 Daingerfield \$12,476 Potter County \$371,701 Daisetta \$5,370 Pottsboro \$12,302 Dalhart \$11,609 Powell \$110 Dallam County \$21,686 Poynor \$1,180 Dallas County \$8,538,291 Prairie View \$7,600 Dallas County \$8,538,291 Premont \$3,321 Dallas County \$8,538,291 Prairie View \$7,600 Dallas County \$8,600 Presidio County \$7,600 Dallas County \$4,231 Presidio County \$787 Darouzet \$101 Primera \$2,958 Dawson \$600 Princeton \$19,245 Dawson \$46,911 Princeton \$19,245 Dawson \$46,911 Progreso Lak	Culberson County	\$789	Port Neches	\$38,849
Cushing \$1,120 Post Oak Bend City \$1,034 Cut and Shoot \$2,141 Poteet \$6,767 DISH \$19 Poth \$3,974 Daingerfield \$12,476 Potter County \$371,701 Daisetta \$5,370 Pottsboro \$12,302 Dalhart \$11,609 Powell \$110 Dallan County \$21,686 Poynor \$1,180 Dallas County \$8,538,291 Prairie View \$7,600 Dallas County \$8,538,291 Premont \$3,321 Dallas County \$4,231 Presidio County \$787 Dalworthington Gardeus \$6,060 Presidio County \$787 Darrouzett \$101 Primera \$2,958 Dawson \$600 Princeton \$19,245 Dawson County \$46,911 Progreso Lakes \$39 Dayton Lakes \$38 Prosper \$22,770 De Kalb \$1,035 Proyleace Village \$508 De Kalb \$1,035	Cumby	\$5,320	Portland	\$76,517
Cut and Shoot \$2,141 Poteet \$6,767 DISH \$19 Poth \$3,974 Daingerfield \$12,476 Potter County \$371,701 Daisetta \$5,370 Pottsboro \$12,302 Dalhart \$11,609 Powell \$11.60 Dallan County \$21,686 Poynor \$1,180 Dallas County \$8,538,291 Prairie View \$7,600 Dallas County \$8,538,291 Premont \$3,321 Dallas County \$8,6060 Presidio \$148 Dallas County \$6,060 Presidio \$148 Dallas County \$4,231 Presidio County \$787 Dallas County \$4,231 Presidio County \$787 Dawson County \$46,011 Princeton \$19,245 Dawson County \$46,911 Progreso Lakes \$39 Dayton Lakes \$38 Prosperso Lakes \$39 Dayton Lakes \$38 Prosperso Lakes \$39 De Kalb \$1,035	Cuney	\$606	Post	\$2,332
DISH \$19 Poth \$3,974 Daingerfield \$12,476 Potter County \$371,701 Daisetta \$5,370 Pottsboro \$12,302 Dalhart \$11,609 Powell \$110 Dallam County \$21,686 Poynor \$1,180 Dallas County \$8,538,291 Prairie View \$7,600 Dallas \$2,999,902 Premont \$3,321 Dalworthington Gardens \$6,060 Presidio \$148 Danbury \$4,231 Presidio County \$787 Darrouzett \$101 Primera \$2,958 Dawson \$600 Princeton \$19,245 Dawson County \$46,911 Progreso \$8,072 Dayton Lakes \$38 Prosper \$22,770 De Kalb \$1,035 Providence Village \$508 De Leon \$8,218 Putnam \$14 De Witt County \$66,895 Pyote \$22 De-Cordova \$13,778 Quanah \$20	Cushing	\$1,120	Post Oak Bend City	\$1,034
Daingerfield \$12,476 Potter County \$371,701 Daisetta \$5,370 Pottsboro \$12,302 Dalhart \$11,609 Powell \$110 Dallam County \$21,686 Poynor \$1,180 Dallas County \$8,538,291 Prairie View \$7,600 Dallas \$2,999,902 Premont \$3,321 Dalworthington Gardens \$6,060 Presidio \$148 Danbury \$4,231 Presidio County \$787 Darrouzett \$101 Primera \$2,958 Dawson \$600 Princeton \$19,245 Dawson County \$46,911 Progreso \$8,072 Dayton \$47,122 Progreso Lakes \$39 Dayton Lakes \$38 Prosper \$22,770 De Kalb \$1,035 Providence Village \$508 De Leon \$8,218 Putnam \$14 De Witt County \$68,895 Pyote \$22 DeCordova \$13,778 Quanah	Cut and Shoot	\$2,141	Poteet	\$6,767
Daisetta \$5,370 Pottsboro \$12,302 Dalhart \$11,609 Powell \$110 Dallam County \$21,686 Poynor \$1,180 Dallas County \$8,538,291 Prairie View \$7,600 Dallas \$2,999,902 Premont \$3,321 Dalworthington Gardens \$6,060 Presidio County \$787 Danbury \$4,231 Presidio County \$787 Darrouzett \$101 Primera \$2,958 Dawson \$600 Princeton \$19,245 Dawson County \$46,911 Progreso \$8,072 Dayton \$47,122 Progreso Lakes \$39 Dayton Lakes \$38 Prosper \$22,770 De Kalb \$1,035 Providence Village \$508 De Leon \$8,218 Putnam \$14 De Witt County \$68,895 Pyote \$22 DeCordova \$13,778 Quanah \$20 Dear \$141 Quintana \$4,83	DISH	\$19	Poth	\$3,974
Dallart \$11,609 Powell \$11,80 Dallam County \$21,686 Poynor \$1,180 Dallas County \$8,538,291 Prairie View \$7,600 Dallas \$2,999,902 Premont \$3,321 Dalworthington Gardens \$6,060 Presidio \$148 Danbury \$4,231 Presidio County \$787 Darrouzett \$101 Princeton \$19,245 Dawson \$600 Princeton \$19,245 Dawson County \$46,911 Progreso \$8,072 Dayton \$47,122 Progreso Lakes \$39 Dayton Lakes \$38 Prosper \$22,770 De Kalb \$1,035 Providence Village \$508 De Leon \$8,218 Putnam \$14 De Witt County \$68,895 Pyote \$22 DeCordova \$13,778 Quanah \$207 Desto \$72,400 Queen City \$4,837 Dean \$141 Quintana \$15,619<	Daingerfield	\$12,476	Potter County	\$371,701
Dallam County \$21,686 Poynor \$1,180 Dallas County \$8,538,291 Prairie View \$7,600 Dallas \$2,999,902 Premont \$3,321 Dalworthington Gardens \$6,060 Presidio \$148 Danbury \$42,31 Presidio County \$787 Darrouzett \$101 Primera \$2,958 Dawson \$600 Princeton \$19,245 Dawson County \$46,911 Progreso \$8,072 Dayton \$47,122 Progreso Lakes \$39 Dayton Lakes \$38 Prosper \$22,770 De Kalb \$1,035 Providence Village \$508 De Leon \$8,218 Putnam \$14 De Witt County \$68,895 Pyote \$22 DeCordova \$13,778 Quanah \$207 Desto \$72,400 Queen City \$4,837 Deat \$114 Quintana \$492 Decatur \$56,669 Quitaque \$8	Daisetta	\$5,370	Pottsboro	\$12,302
Dallas County \$8,538,291 Prairie View \$7,600 Dallas \$2,999,902 Premont \$3,321 Dalworthington Gardens \$6,060 Presidio \$148 Dambury \$4,231 Presidio County \$787 Darrouzett \$101 Primeta \$2,958 Dawson \$600 Princeton \$19,245 Dawson County \$46,911 Progreso \$8,072 Dayton \$47,122 Progreso Lakes \$39 Dayton Lakes \$38 Prosper \$22,770 De Kalb \$1,035 Providence Village \$508 De Leon \$8,218 Putnam \$14 De Witt County \$68,895 Pyote \$22 DeCordova \$13,778 Quanah \$207 DeSoto \$72,400 Queen City \$4,837 Dean \$141 Quintana \$492 Decatur \$56,669 Quitaque \$8 Deer Park \$49,388 Quitman \$15,619	Dalhart	\$11,609	Powell	\$110
Dallas \$2,999,902 Premont \$3,321 Dalworthington Gardens \$6,060 Presidio \$148 Danbury \$4,231 Presidio County \$787 Darrouzett \$101 Primeta \$2,958 Dawson \$600 Princeton \$19,245 Dawson County \$46,911 Progreso \$8,072 Dayton \$47,122 Progreso Lakes \$39 Dayton Lakes \$38 Prosper \$22,770 De Kalb \$1,035 Providence Village \$508 De Leon \$8,218 Putnam \$14 De Witt County \$68,895 Pyote \$22 DeCordova \$13,778 Quanah \$207 DeSoto \$72,400 Queen City \$4,837 Deaf Smith County \$34,532 Quinlan \$7,304 Dean \$141 Quintana \$492 Decatur \$56,669 Quitaque \$8 Del Rio \$59,056 Rains County \$53,967 <	Dallam County	\$21,686	Poynor	\$1,180
Dalworthington Gardens \$6,660 Presidio County \$148 Danbury \$4,231 Presidio County \$787 Darrouzett \$101 Primera \$2,958 Dawson \$600 Princeton \$19,245 Dawson County \$46,911 Progreso \$8,072 Dayton \$47,122 Progreso Lakes \$39 Dayton Lakes \$38 Prosper \$22,770 De Kalb \$1,035 Providence Village \$508 De Leon \$8,218 Putnam \$14 De Witt County \$68,895 Pyote \$22 DeCordova \$13,778 Quanah \$207 DeSoto \$72,400 Queen City \$4,837 Deaf Smith County \$34,532 Quinlan \$7,304 Dear \$141 Quintana \$492 Decatur \$56,669 Quitaque \$8 Del Rio \$59,056 Rains County \$53,190 Delta County \$33,836 Rancho Viejo \$3	Dallas County	\$8,538,291	Prairie View	\$7,600
Danbury \$4,231 Presidio County \$787 Darrouzett \$101 Primera \$2,958 Dawson \$600 Princeton \$19,245 Dawson County \$46,911 Progreso \$8,072 Dayton \$47,122 Progreso Lakes \$39 Dayton Lakes \$38 Prosper \$22,770 De Kalb \$1,035 Providence Village \$508 De Leon \$8,218 Putnam \$14 De Witt County \$68,895 Pyote \$22 DeCordova \$13,778 Quanah \$207 DeSoto \$72,400 Queen City \$4,837 Deaf Smith County \$34,532 Quinlan \$7,304 Dean \$141 Quintana \$492 Decatur \$56,669 Quitaque \$8 Deer Park \$49,388 Quitman \$15,619 Del Rio \$59,056 Rains County \$33,836 Denison \$210,426 Rancho Viejo \$3,836	Dallas	\$2,999,902	Premont	\$3,321
Danbury \$4,231 Presidio County \$787 Darrouzett \$101 Primera \$2,958 Dawson \$600 Princeton \$19,245 Dawson County \$46,911 Progreso \$8,072 Dayton \$47,122 Progreso Lakes \$39 Dayton Lakes \$38 Prosper \$22,770 De Kalb \$1,035 Providence Village \$508 De Leon \$8,218 Putnam \$14 De Witt County \$68,895 Pyote \$22 DeCordova \$13,778 Quanah \$207 DeSoto \$72,400 Queen City \$4,837 Deaf Smith County \$34,532 Quinlan \$7,304 Dean \$141 Quintana \$492 Decatur \$56,669 Quitaque \$8 Deer Park \$49,388 Quitman \$15,619 Del Rio \$59,056 Rains County \$33,836 Denison \$210,426 Rancho Viejo \$3,836	Dalworthington Gardens	\$6,060	Presidio	\$148
Dawson \$600 Princeton \$19,245 Dawson County \$46,911 Progreso \$8,072 Dayton \$47,122 Progreso Lakes \$39 Dayton Lakes \$38 Prosper \$22,770 De Kalb \$1,035 Providence Village \$508 De Leon \$8,218 Putnam \$14 De Witt County \$68,895 Pyote \$22 DeCordova \$13,778 Quanah \$207 DeSoto \$72,400 Queen City \$4,837 Deaf Smith County \$34,532 Quinlan \$7,304 Dean \$141 Quintana \$492 Decatur \$56,669 Quitaque \$8 Deer Park \$49,388 Quitman \$15,619 Del Rio \$59,056 Rains County \$53,190 Dell City \$15 Ralls \$3,967 Denton \$458,334 Ranger \$12,186 Denton County \$1,132,298 Rankin \$1,613		\$4,231	Presidio County	\$787
Dawson County \$46,911 Progreso \$8,072 Dayton \$47,122 Progreso Lakes \$39 Dayton Lakes \$38 Prosper \$22,770 De Kalb \$1,035 Providence Village \$508 De Leon \$8,218 Putnam \$14 De Witt County \$68,895 Pyote \$22 DeCordova \$13,778 Quanah \$207 DeSoto \$72,400 Queen City \$4,837 Deaf Smith County \$34,532 Quinlan \$7,304 Dean \$141 Quintana \$492 Decatur \$56,669 Quitaque \$8 Deer Park \$49,388 Quitman \$15,619 Del Rio \$59,056 Rains County \$53,190 Dell City \$15 Ralls \$3,967 Delta County \$30,584 Rancho Viejo \$3,836 Denton \$458,334 Ranger \$12,186 Denton County \$1,132,298 Rankin \$1,613 <td>Darrouzett</td> <td>\$101</td> <td>Primera</td> <td>\$2,958</td>	Darrouzett	\$101	Primera	\$2,958
Dayton \$47,122 Progreso Lakes \$39 Dayton Lakes \$38 Prosper \$22,770 De Kalb \$1,035 Providence Village \$508 De Leon \$8,218 Putnam \$14 De Witt County \$68,895 Pyote \$22 DeCordova \$13,778 Quanah \$207 DeSoto \$72,400 Queen City \$4,837 Deaf Smith County \$34,532 Quinlan \$7,304 Dean \$141 Quintana \$492 Decatur \$56,669 Quitaque \$8 Deer Park \$49,388 Quitman \$15,619 Del Rio \$59,056 Rains County \$53,190 Dell City \$15 Ralls \$3,967 Delta County \$30,584 Rancho Viejo \$3,836 Denton \$458,334 Ranger \$12,186 Denton \$458,334 Ranger \$12,186 Denton County \$1,32,298 Rankin \$1,613 <	Dawson	\$600	Princeton	\$19,245
Dayton Lakes \$38 Prosper \$22,770 De Kalb \$1,035 Providence Village \$508 De Leon \$8,218 Putnam \$14 De Witt County \$68,895 Pyote \$22 DeCordova \$13,778 Quanah \$207 DeSoto \$72,400 Queen City \$4,837 Deaf Smith County \$34,532 Quinlan \$7,304 Dean \$141 Quintana \$492 Decatur \$56,669 Quitaque \$8 Deer Park \$49,388 Quitman \$15,619 Del Rio \$59,056 Rains County \$53,190 Dell City \$15 Ralls \$3,967 Delta County \$30,584 Rancho Viejo \$3,836 Denison \$210,426 Randall County \$278,126 Denton \$458,334 Ranger \$12,186 Denton County \$1,132,298 Rankin \$1,613 Denver City \$2,104 Ransom Canyon \$930	Dawson County	\$46,911	Progreso	\$8,072
De Kalb \$1,035 Providence Village \$508 De Leon \$8,218 Putnam \$14 De Witt County \$68,895 Pyote \$22 DeCordova \$13,778 Quanah \$207 DeSoto \$72,400 Queen City \$4,837 Deaf Smith County \$34,532 Quinlan \$7,304 Dean \$141 Quintana \$492 Decatur \$56,669 Quitaque \$8 Deer Park \$49,388 Quitman \$15,619 Del Rio \$59,056 Rains County \$53,190 Dell City \$15 Ralls \$3,967 Delta County \$30,584 Rancho Viejo \$3,836 Denison \$210,426 Randall County \$278,126 Denton \$458,334 Ranger \$12,186 Denton County \$1,332,298 Rankin \$1,613 Denver City \$2,104 Ransom Canyon \$930 Deport \$42 Ravenna \$685	Dayton	\$47,122	Progreso Lakes	\$39
De Leon \$8,218 Putnam \$14 De Witt County \$68,895 Pyote \$22 DeCordova \$13,778 Quanah \$207 DeSoto \$72,400 Queen City \$4,837 Deaf Smith County \$34,532 Quinlan \$7,304 Dean \$141 Quintana \$492 Decatur \$56,669 Quitaque \$8 Deer Park \$49,388 Quitman \$15,619 Del Rio \$59,056 Rains County \$53,190 Dell City \$15 Ralls \$3,967 Delta County \$30,584 Rancho Viejo \$3,836 Denison \$210,426 Randall County \$278,126 Denton \$458,334 Ranger \$12,186 Denton County \$1,132,298 Rankin \$1,613 Denver City \$2,104 Ransom Canyon \$930 Deport \$42 Ravenna \$685 Detroit \$965 Raymondville \$7,466 <td>Dayton Lakes</td> <td>\$38</td> <td>Prosper</td> <td>\$22,770</td>	Dayton Lakes	\$38	Prosper	\$22,770
De Witt County \$68,895 Pyote \$22 DeCordova \$13,778 Quanah \$207 DeSoto \$72,400 Queen City \$4,837 Deaf Smith County \$34,532 Quinlan \$7,304 Dean \$141 Quintana \$492 Decatur \$56,669 Quitaque \$8 Deer Park \$49,388 Quitman \$15,619 Del Rio \$59,056 Rains County \$53,190 Dell City \$15 Ralls \$3,967 Delta County \$30,584 Rancho Viejo \$3,836 Denison \$210,426 Randall County \$278,126 Denton \$458,334 Ranger \$12,186 Denton County \$1,132,298 Rankin \$1,613 Denver City \$2,104 Ransom Canyon \$930 Deport \$42 Ravenna \$685 Detroit \$965 Raymondville \$7,466	De Kalb	\$1,035	Providence Village	\$508
DeCordova \$13,778 Quanah \$207 DeSoto \$72,400 Queen City \$4,837 Deaf Smith County \$34,532 Quinlan \$7,304 Dean \$141 Quintana \$492 Decatur \$56,669 Quitaque \$8 Deer Park \$49,388 Quitman \$15,619 Del Rio \$59,056 Rains County \$53,190 Dell City \$15 Ralls \$3,967 Delta County \$30,584 Rancho Viejo \$3,836 Denison \$210,426 Randall County \$278,126 Denton \$458,334 Ranger \$12,186 Denton County \$1,132,298 Rankin \$1,613 Denver City \$2,104 Ransom Canyon \$930 Deport \$42 Ravenna \$685 Detroit \$965 Raymondville \$7,466	De Leon	\$8,218	Putnam	\$14
DeSoto \$72,400 Queen City \$4,837 Deaf Smith County \$34,532 Quinlan \$7,304 Dean \$141 Quintana \$492 Decatur \$56,669 Quitaque \$8 Deer Park \$49,388 Quitman \$15,619 Del Rio \$59,056 Rains County \$53,190 Dell City \$15 Ralls \$3,967 Delta County \$30,584 Rancho Viejo \$3,836 Denison \$210,426 Randall County \$278,126 Denton \$458,334 Ranger \$12,186 Denton County \$1,132,298 Rankin \$1,613 Denver City \$2,104 Ransom Canyon \$930 Deport \$42 Ravenna \$685 Detroit \$965 Raymondville \$7,466	De Witt County	\$68,895	Pyote	\$22
Deaf Smith County \$34,532 Quinlan \$7,304 Dean \$141 Quintana \$492 Decatur \$56,669 Quitaque \$8 Deer Park \$49,388 Quitman \$15,619 Del Rio \$59,056 Rains County \$53,190 Dell City \$15 Ralls \$3,967 Delta County \$30,584 Rancho Viejo \$3,836 Denison \$210,426 Randall County \$278,126 Denton \$458,334 Ranger \$12,186 Denton County \$1,132,298 Rankin \$1,613 Denver City \$2,104 Ransom Canyon \$930 Deport \$42 Ravenna \$685 Detroit \$965 Raymondville \$7,466	DeCordova	\$13,778	Quanah	\$207
Dean \$141 Quintana \$492 Decatur \$56,669 Quitaque \$8 Deer Park \$49,388 Quitman \$15,619 Del Rio \$59,056 Rains County \$53,190 Dell City \$15 Ralls \$3,967 Delta County \$30,584 Rancho Viejo \$3,836 Denison \$210,426 Randall County \$278,126 Denton \$458,334 Ranger \$12,186 Denton County \$1,132,298 Rankin \$1,613 Denver City \$2,104 Ransom Canyon \$930 Deport \$42 Ravenna \$685 Detroit \$965 Raymondville \$7,466	DeSoto	\$72,400	Queen City	\$4,837
Decatur \$56,669 Quitaque \$8 Deer Park \$49,388 Quitman \$15,619 Del Rio \$59,056 Rains County \$53,190 Dell City \$15 Ralls \$3,967 Delta County \$30,584 Rancho Viejo \$3,836 Denison \$210,426 Randall County \$278,126 Denton \$458,334 Ranger \$12,186 Denton County \$1,132,298 Rankin \$1,613 Denver City \$2,104 Ransom Canyon \$930 Deport \$42 Ravenna \$685 Detroit \$965 Raymondville \$7,466	Deaf Smith County	\$34,532	Quinlan	\$7,304
Deer Park \$49,388 Quitman \$15,619 Del Rio \$59,056 Rains County \$53,190 Dell City \$15 Ralls \$3,967 Delta County \$30,584 Rancho Viejo \$3,836 Denison \$210,426 Randall County \$278,126 Denton \$458,334 Ranger \$12,186 Denton County \$1,132,298 Rankin \$1,613 Denver City \$2,104 Ransom Canyon \$930 Deport \$42 Ravenna \$685 Detroit \$965 Raymondville \$7,466	Dean	\$141	Quintana	\$492
Del Rio \$59,056 Rains County \$53,190 Dell City \$15 Ralls \$3,967 Delta County \$30,584 Rancho Viejo \$3,836 Denison \$210,426 Randall County \$278,126 Denton \$458,334 Ranger \$12,186 Denton County \$1,132,298 Rankin \$1,613 Denver City \$2,104 Ransom Canyon \$930 Deport \$42 Ravenna \$685 Detroit \$965 Raymondville \$7,466	Decatur	\$56,669	Quitaque	\$8
Dell City \$15 Ralls \$3,967 Delta County \$30,584 Rancho Viejo \$3,836 Denison \$210,426 Randall County \$278,126 Denton \$458,334 Ranger \$12,186 Denton County \$1,132,298 Rankin \$1,613 Denver City \$2,104 Ransom Canyon \$930 Deport \$42 Ravenna \$685 Detroit \$965 Raymondville \$7,466	Deer Park	\$49,388	Quitman	\$15,619
Delta County \$30,584 Rancho Viejo \$3,836 Denison \$210,426 Randall County \$278,126 Denton \$458,334 Ranger \$12,186 Denton County \$1,132,298 Rankin \$1,613 Denver City \$2,104 Ransom Canyon \$930 Deport \$42 Ravenna \$685 Detroit \$965 Raymondville \$7,466	Del Rio	\$59,056	Rains County	\$53,190
Denison \$210,426 Randall County \$278,126 Denton \$458,334 Ranger \$12,186 Denton County \$1,132,298 Rankin \$1,613 Denver City \$2,104 Ransom Canyon \$930 Deport \$42 Ravenna \$685 Detroit \$965 Raymondville \$7,466	Dell City	\$15	Ralls	\$3,967
Denton \$458,334 Ranger \$12,186 Denton County \$1,132,298 Rankin \$1,613 Denver City \$2,104 Ransom Canyon \$930 Deport \$42 Ravenna \$685 Detroit \$965 Raymondville \$7,466	Delta County	\$30,584	Rancho Viejo	\$3,836
Denton County \$1,132,298 Rankin \$1,613 Denver City \$2,104 Ransom Canyon \$930 Deport \$42 Ravenna \$685 Detroit \$965 Raymondville \$7,466	Denison	\$210,426	Randall County	\$278,126
Denver City \$2,104 Ransom Canyon \$930 Deport \$42 Ravenna \$685 Detroit \$965 Raymondville \$7,466	Denton	\$458,334	Ranger	\$12,186
Deport \$42 Ravenna \$685 Detroit \$965 Raymondville \$7,466	Denton County	\$1,132,298	Rankin	\$1,613
Detroit \$965 Raymondville \$7,466	Denver City	\$2,104	Ransom Canyon	\$930
	Deport	\$42	Ravenna	\$685
Devers \$191 Reagan County \$25,215	Detroit	\$965	Raymondville	\$7,466
	Devers	\$191	Reagan County	\$25,215

Devine	\$4,354	Real County	\$5,073
Diboll	\$25,533	Red Lick	\$23
Dickens	\$71	Red Oak	\$26,843
Dickens County	\$1,873	Red River County	\$29,306
Dickinson	\$83,683	Redwater	\$1,058
Dilley	\$2,633	Reeves County	\$103,350
Dimmit County	\$33,294	Refugio	\$8,839
Dimmitt	\$1,012	Refugio County	\$46,216
Dodd City	\$1,211	Reklaw	\$1,136
Dodson	\$447	Reno	\$3,791
Domino	\$196	Reno	\$11,164
Donley County	\$22,370	Retreat	\$52
Donna	\$13,798	Rhome	\$12,285
Dorchester	\$231	Rice	\$1,972
Double Oak	\$4,765	Richardson	\$260,315
Douglassville	\$574	Richland	\$210
Dripping Springs	\$811	Richland Hills	\$24,438
Driscoll	\$39	Richland Springs	\$2,234
Dublin	\$14,478	Richmond	\$77,606
Dumas	\$26,229	Richwood	\$12,112
Duncanville	\$58,328	Riesel	\$1,118
Duval County	\$49,109	Rio Bravo	\$8,548
Eagle Lake	\$4,882	Rio Grande City	\$25,947
Eagle Pass	\$56,005	Rio Hondo	\$3,550
Early	\$14,838	Rio Vista	\$4,419
Earth	\$242	Rising Star	\$1,933
East Bernard	\$5,554	River Oaks	\$11,917
East Mountain	\$2,494	Riverside	\$858
East Tawakoni	\$2,723	Roanoke	\$275
Eastland	\$15,896	Roaring Springs	\$461
Eastland County	\$52,275	Robert Lee	\$85
Easton	\$329	Roberts County	\$547
Ector	\$1,108	Robertson County	\$44,642
Ector County	\$480,000	Robinson	\$18,002
Edcouch	\$4,101	Robstown	\$40,154
Eden	\$497	Roby	\$428
Edgecliff Village	\$2,232	Rochester	\$674
Edgewood	\$13,154	Rockdale	\$20,973
Edinburg	\$120,884	Rockport	\$54,253
Edmonson	\$136	Rocksprings	\$25

Edna	\$18,194	Rockwall	\$114,308
Edom	\$2,149	Rockwall County	\$168,820
Edwards County	\$975	Rocky Mound	\$280
El Campo	\$31,700	Rogers	\$3,818
El Cenizo	\$621	Rollingwood	\$4,754
El Lago	\$5,604	Roma	\$16,629
El Paso	\$1,224,371	Roman Forest	\$8,610
El Paso County	\$2,592,121	Ropesville	\$2,122
Eldorado	\$50	Roscoe	\$778
Electra	\$15,716	Rose City	\$4,012
Elgin	\$26,284	Rose Hill Acres	\$2,311
Elkhart	\$301	Rosebud	\$1,489
Ellis County	\$315,372	Rosenberg	\$126,593
Elmendorf	\$746	Ross	\$147
Elsa	\$7,720	Rosser	\$549
Emhouse	\$83	Rotan	\$1,493
Emory	\$3,878	Round Mountain	\$454
Enchanted Oaks	\$1,299	Round Rock	\$475,992
Encinal	\$1,515	Round Top	\$140
Ennis	\$81,839	Rowlett	\$99,963
Erath County	\$102,616	Roxton	\$47
Escobares	\$40	Royse City	\$23,494
Estelline	\$909	Rule	\$800
Euless	\$92,824	Runaway Bay	\$6,931
Eureka	\$334	Runge	\$255
Eustace	\$2,089	Runnels County	\$33,831
Evant	\$2,068	Rusk	\$17,991
Everman	\$7,692	Rusk County	\$151,390
Fair Oaks Ranch	\$8,077	Sabinal	\$1,811
Fairchilds	\$81	Sabine County	\$46,479
Fairfield	\$1,245	Sachse	\$23,400
Fairview	\$32,245	Sadler	\$925
Falfurrias	\$2,221	Saginaw	\$31,973
Falls City	\$41	Salado	\$3,210
Falls County	\$34,522	San Angelo	\$536,509
Fannin County	\$131,653	San Antonio	\$4,365,416
Farmers Branch	\$94,532	San Augustine	\$25,182
Farmersville	\$10,532	San Augustine County	\$37,854
Farwell	\$343	San Benito	\$40,015
Fate	\$3,473	San Diego	\$11,771

Fayette County	\$92,440	San Elizario	\$7,831
Fayetteville	\$391	San Felipe	\$1,498
Ferris	\$13,873	San Jacinto County	\$197,398
Fisher County	\$5,518	San Juan	\$28,845
Flatonia	\$5,661	San Leanna	\$36
Florence	\$3,949	San Marcos	\$325,688
Floresville	\$21,699	San Patricio	\$4,213
Flower Mound	\$215,256	San Patricio County	\$271,916
Floyd County	\$9,049	San Perlita	\$2,219
Floydada	\$6,357	San Saba	\$10,057
Foard County	\$5,764	San Saba County	\$17,562
Follett	\$212	Sanctuary	\$17
Forest Hill	\$26,132	Sandy Oaks	\$9,863
Forney	\$80,112	Sandy Point	\$1,637
Forsan	\$576	Sanford	\$308
Fort Bend County	\$1,506,719	Sanger	\$22,237
Fort Stockton	\$4,411	Sansom Park	\$223
Fort Worth	\$2,120,790	Santa Anna	\$329
Franklin	\$3,931	Santa Clara	\$87
Franklin County	\$25,783	Santa Fe	\$33,272
Frankston	\$274	Santa Rosa	\$2,138
Fredericksburg	\$56,486	Savoy	\$2,349
Freeport	\$72,973	Schertz	\$60,110
Freer	\$3,271	Schleicher County	\$5,695
Freestone County	\$50,495	Schulenburg	\$2,560
Friendswood	\$140,330	Scotland	\$148
Frio County	\$19,954	Scottsville	\$708
Friona	\$2,848	Scurry	\$1,110
Frisco	\$405,309	Scurry County	\$73,116
Fritch	\$4,548	Seabrook	\$30,270
Frost	\$321	Seadrift	\$991
Fruitvale	\$2,344	Seagoville	\$17,106
Fulshear	\$5,272	Seagraves	\$7,531
Fulton	\$1,602	Sealy	\$20,637
Gaines County	\$54,347	Seguin	\$376,538
Gainesville	\$153,980	Selma	\$22,429
Galena Park	\$13,093	Seminole	\$16,092
Gallatin	\$1,253	Seven Oaks	\$3,917
Galveston	\$488,187	Seven Points	\$7,452
Galveston County	\$1,124,093	Seymour	\$14,218

Ganado	\$5,510	Shackelford County	\$1,288
Garden Ridge	\$11,351	Shady Shores	\$594
Garland	\$420,244	Shallowater	\$1,907
Garrett	\$2,510	Shamrock	\$4,328
Garrison	\$3,555	Shavano Park	\$3,178
Gary City	\$450	Shelby County	\$109,925
Garza County	\$8,944	Shenandoah	\$47,122
Gatesville	\$26,994	Shepherd	\$147
George West	\$6,207	Sherman	\$330,585
Georgetown	\$225,896	Sherman County	\$7,930
Gholson	\$1,505	Shiner	\$4,042
Giddings	\$12,674	Shoreacres	\$958
Gillespie County	\$63,191	Silsbee	\$66,442
Gilmer	\$33,951	Silverton	\$14
Gladewater	\$24,638	Simonton	\$1,906
Glasscock County	\$1,000	Sinton	\$23,658
Glen Rose	\$540	Skellytown	\$400
Glenn Heights	\$16,593	Slaton	\$154
Godley	\$3,115	Smiley	\$655
Goldsmith	\$677	Smith County	\$758,961
Goldthwaite	\$1,225	Smithville	\$17,009
Goliad	\$3,563	Smyer	\$300
Goliad County	\$34,660	Snook	\$1,422
Golinda	\$100	Snyder	\$9,018
Gonzales	\$14,882	Socorro	\$11,125
Gonzales County	\$33,230	Somerset	\$1,527
Goodlow	\$221	Somervell County	\$57,076
Goodrich	\$9,643	Somerville	\$3,806
Gordon	\$365	Sonora	\$7,337
Goree	\$749	Sour Lake	\$17,856
Gorman	\$3,107	South Houston	\$25,620
Graford	\$23	South Mountain	\$154
Graham	\$235,428	South Padre Island	\$30,629
Granbury	\$71,735	Southlake	\$70,846
Grand Prairie	\$445,439	Southmayd	\$7,096
Grand Saline	\$36,413	Southside Place	\$885
Grandfalls	\$65	Spearman	\$14,000
Grandview	\$6,600	Splendora	\$7,756
Granger	\$2,741	Spofford	\$7
Granite Shoals	\$11,834	Spring Valley Village	\$16,404

Granjeno	\$43	Springlake	\$3
Grapeland	\$7,287	Springtown	\$14,244
Grapevine	\$129,195	Spur	\$427
Gray County	\$65,884	St. Hedwig	\$111
Grays Prairie	\$17	St. Jo	\$7,360
Grayson County	\$539,083	St. Paul	\$21
Greenville	\$203,112	Stafford	\$75,145
Gregg County	\$243,744	Stagecoach	\$3,036
Gregory	\$4,697	Stamford	\$398
Grey Forest	\$474	Stanton	\$3,838
Grimes County	\$94,878	Staples	\$19
Groesbeck	\$5,745	Star Harbor	\$151
Groom	\$965	Starr County	\$99,896
Groves	\$40,752	Stephens County	\$35,244
Groveton	\$8,827	Stephenville	\$83,472
Gruver	\$1,166	Sterling City	\$62
Guadalupe County	\$146,824	Sterling County	\$939
Gun Barrel City	\$36,302	Stinnett	\$4,097
Gunter	\$4,609	Stockdale	\$741
Gustine	\$34	Stonewall County	\$1,822
Hackberry	\$94	Stratford	\$8,378
Hale Center	\$6,042	Strawn	\$987
Hale County	\$79,150	Streetman	\$5
Hall County	\$8,933	Sudan	\$32
Hallettsville	\$6,895	Sugar Land	\$321,561
Hallsburg	\$272	Sullivan City	\$6,121
Hallsville	\$10,239	Sulphur Springs	\$124,603
Haltom City	\$71,800	Sun Valley	\$4
Hamilton	\$3,581	Sundown	\$2,592
Hamilton County	\$66,357	Sunnyvale	\$3,248
Hamlin	\$4,656	Sunray	\$2,571
Hansford County	\$16,416	Sunrise Beach Village	\$2,083
Нарру	\$327	Sunset Valley	\$9,425
Hardeman County	\$15,219	Surfside Beach	\$6,530
Hardin	\$100	Sutton County	\$6,541
Hardin County	\$379,800	Sweeny	\$4,503
Harker Heights	\$113,681	Sweetwater	\$68,248
Harlingen	\$165,429	Swisher County	\$7,251
Harris County	\$14,966,202	Taft	\$5,861
Harrison County	\$185,910	Tahoka	\$430

Hart	\$86	Talco	\$372
Hartley County	\$786	Talty	\$9,124
Haskell	\$10,829	Tarrant County	\$6,171,159
Haskell County	\$22,011	Tatum	\$972
Haslet	\$1,908	Taylor	\$57,945
Hawk Cove	\$674	Taylor County	\$351,078
Hawkins	\$7,932	Taylor Lake Village	\$412
Hawley	\$931	Taylor Landing	\$153
Hays	\$506	Teague	\$1,714
Hays County	\$529,489	Tehuacana	\$12
Hearne	\$16,824	Temple	\$280,747
Heath	\$28,751	Tenaha	\$4,718
Hebron	\$687	Terrell	\$148,706
Hedley	\$70	Terrell County	\$5,737
Hedwig Village	\$13,067	Terrell Hills	\$9,858
Helotes	\$15,790	Terry County	\$25,423
Hemphill	\$8,035	Texarkana	\$192,094
Hemphill County	\$14,394	Texas City	\$298,702
Hempstead	\$21,240	Texhoma	\$156
Henderson	\$59,966	Texline	\$865
Henderson County	\$327,965	The Colony	\$114,297
Henrietta	\$2,720	The Hills	\$1,004
Hereford	\$20,423	Thompsons	\$1,897
Hewitt	\$19,776	Thorndale	\$1,595
Hickory Creek	\$16,510	Thornton	\$270
Hico	\$5,534	Thorntonville	\$87
Hidalgo	\$26,621	Thrall	\$825
Hidalgo County	\$1,253,103	Three Rivers	\$4,669
Hideaway	\$922	Throckmorton	\$29
Higgins	\$43	Throckmorton County	\$5,695
Highland Haven	\$320	Tiki Island	\$2,178
Highland Park	\$43,383	Timbercreek Canyon	\$369
Highland Village	\$50,315	Timpson	\$12,642
Hill Country Village	\$6,485	Tioga	\$2,390
Hill County	\$127,477	Tira	\$185
Hillcrest	\$5,345	Titus County	\$70,611
Hillsboro	\$46,609	Toco	\$4
Hilshire Village	\$859	Todd Mission	\$1,680
Hitchcock	\$28,796	Tolar	\$2,369
Hockley County	\$46,407	Tom Bean	\$2,293

Holiday Lakes	\$1,795	Tom Green County	\$282,427
Holland	\$77	Tomball	\$34,620
Holliday	\$5,910	Tool	\$14,787
Hollywood Park	\$9,424	Toyah	\$40
Hondo	\$115,288	Travis County	\$4,703,473
Honey Grove	\$7,196	Trent	\$63
Hood County	\$292,105	Trenton	\$3,089
Hooks	\$2,702	Trinidad	\$5,859
Hopkins County	\$149,518	Trinity	\$23,652
Horizon City	\$7,520	Trinity County	\$105,766
Horseshoe Bay	\$48,173	Trophy Club	\$29,370
Houston County	\$78,648	Troup	\$7,918
Houston	\$7,021,793	Troy	\$5,320
Howard County	\$89,330	Tulia	\$8,911
Howardwick	\$84	Turkey	\$737
Howe	\$9,177	Tuscola	\$138
Hubbard	\$3,635	Tye	\$1,766
Hudson	\$6,840	Tyler	\$723,829
Hudson Oaks	\$15,637	Tyler County	\$131,743
Hudspeth County	\$985	Uhland	\$1,545
Hughes Springs	\$4,442	Uncertain	\$185
Humble	\$73,952	Union Grove	\$994
Hunt County	\$309,851	Union Valley	\$666
Hunters Creek Village	\$14,708	Universal City	\$28,428
Huntington	\$8,792	University Park	\$50,833
Huntsville	\$80,373	Upshur County	\$128,300
Hurst	\$99,187	Upton County	\$8,499
Hutchins	\$9,551	Uvalde	\$18,439
Hutchinson County	\$74,630	Uvalde County	\$36,244
Hutto	\$38,346	Val Verde County	\$117,815
Huxley	\$738	Valentine	\$207
Idalou	\$1,999	Valley Mills	\$2,228
Impact	\$8	Valley View	\$1,824
Indian Lake	\$473	Van	\$6,206
Industry	\$604	Van Alstyne	\$43,749
Ingleside on the Bay	\$142	Van Horn	\$211
Ingleside	\$40,487	Van Zandt County	\$248,747
Ingram	\$5,243	Vega	\$974
Iola	\$3,164	Venus	\$9,792
Iowa Colony	\$4,090	Vernon	\$81,337

Iowa Park	\$23,487	Victoria	\$84,598
Iraan	\$56	Victoria County	\$520,886
Iredell	\$216	Vidor	\$95,620
Irion County	\$9,105	Vinton	\$622
Irving	\$427,818	Volente	\$333
Italy	\$5,349	Von Ormy	\$513
Itasca	\$8,694	Waco	\$512,007
Ivanhoe	\$26	Waelder	\$3,427
Jacinto City	\$14,141	Wake Village	\$174
Jack County	\$14,799	Walker County	\$184,624
Jacksboro	\$23,254	Waller County	\$126,206
Jackson County	\$37,984	Waller	\$11,295
Jacksonville	\$80,179	Wallis	\$2,698
Jamaica Beach	\$4,913	Walnut Springs	\$183
Jarrell	\$2,423	Ward County	\$67,920
Jasper	\$78,422	Warren City	\$66
Jasper County	\$248,855	Washington County	\$83,727
Jayton	\$63	Waskom	\$5,346
Jeff Davis County	\$8,500	Watauga	\$33,216
Jefferson	\$11,194	Waxahachie	\$152,094
Jefferson County	\$756,614	Weatherford	\$207,872
Jersey Village	\$36,347	Webb County	\$505,304
Jewett	\$9,338	Webberville	\$1,280
Jim Hogg County	\$12,718	Webster	\$53,202
Jim Wells County	\$166,539	Weimar	\$5,830
Joaquin	\$810	Weinert	\$234
Johnson City	\$3,581	Weir	\$443
Johnson County	\$408,692	Wellington	\$9,111
Jolly	\$26	Wellman	\$383
Jones County	\$22,001	Wells	\$1,357
Jones Creek	\$5,078	Weslaco	\$73,949
Jonestown	\$6,419	West	\$3,522
Josephine	\$881	West Columbia	\$17,958
Joshua	\$20,619	West Lake Hills	\$17,056
Jourdanton	\$9,600	West Orange	\$42,452
Junction	\$4,825	West Tawakoni	\$6,995
Justin	\$8,575	West University Place	\$34,672
Karnes City	\$11,632	Westbrook	\$43
Karnes County	\$35,249	Westlake	\$41,540
Katy	\$52,467	Weston	\$266

Kaufman	\$27,607	Weston Lakes	\$189
Kaufman County	\$353,047	Westover Hills	\$4,509
Keene	\$38,296	Westworth Village	\$7,842
Keller	\$79,189	Wharton	\$31,700
Kemah	\$28,325	Wharton County	\$72,887
Kemp	\$6,419	Wheeler	\$447
Kempner	\$330	Wheeler County	\$26,273
Kendall County	\$100,643	White Deer	\$1,273
Kendleton	\$13	White Oak	\$15,305
Kenedy	\$676	White Settlement	\$23,304
Kenedy County	\$1,000	Whiteface	\$155
Kenefick	\$416	Whitehouse	\$29,017
Kennard	\$132	Whitesboro	\$18,932
Kennedale	\$21,024	Whitewright	\$7,098
Kent County	\$939	Whitney	\$73
Kerens	\$1,924	Wichita County	\$552,371
Kermit	\$5,652	Wichita Falls	\$832,574
Kerr County	\$218,452	Wickett	\$87
Kerrville	\$190,357	Wilbarger County	\$55,124
Kilgore	\$105,583	Willacy County	\$24,581
Killeen	\$535,650	Williamson County	\$1,195,987
Kimble County	\$20,480	Willis	\$24,384
King County	\$1,000	Willow Park	\$26,737
Kingsville	\$20,083	Wills Point	\$43,765
Kinney County	\$2,142	Wilmer	\$426
Kirby	\$8,752	Wilson	\$12
Kirbyville	\$10,690	Wilson County	\$121,034
Kirvin	\$2	Wimberley	\$724
Kleberg County	\$124,109	Windcrest	\$12,908
Knollwood	\$1,160	Windom	\$1,087
Knox City	\$1,962	Windthorst	\$3,385
Knox County	\$11,730	Winfield	\$290
Kosse	\$2,468	Wink	\$120
Kountze	\$19,716	Winkler County	\$61,163
Kress	\$186	Winnsboro	\$28,791
Krugerville	\$1,508	Winona	\$319
Krum	\$9,661	Winters	\$6,229
Kurten	\$686	Wise County	\$289,074
Kyle	\$51,835	Wixon Valley	\$441
La Feria	\$10,381	Wolfe City	\$5,466

La Grange	\$9,623	Wolfforth	\$4,022
La Grulla	\$1,708	Wood County	\$267,048
La Joya	\$8,457	Woodbranch	\$9,617
La Marque	\$98,930	Woodcreek	\$358
La Porte	\$91,532	Woodloch	\$1,012
La Salle County	\$14,975	Woodsboro	\$1,130
La Vernia	\$3,217	Woodson	\$122
La Villa	\$572	Woodville	\$20,340
La Ward	\$321	Woodway	\$25,713
LaCoste	\$159	Wortham	\$376
Lacy-Lakeview	\$11,599	Wylie	\$114,708
Ladonia	\$2,011	Yantis	\$2,072
Lago Vista	\$13,768	Yoakum County	\$34,924
Laguna Vista	\$3,689	Yoakum	\$20,210
Lake Bridgeport	\$232	Yorktown	\$5,447
Lake City	\$2,918	Young County	\$44,120
Lake Dallas	\$25,314	Zapata County	\$56,480
Lake Jackson	\$75,781	Zavala County	\$38,147
Lake Tanglewood	\$613	Zavalla	\$1,088
Lake Worth	\$20,051		

EXHIBIT C

Exhibit C: TX Opioid Council & Health Care Region Allocations plus Administrative Costs 70% of Total (\$700 million)

	Health Care Region Allocation*: \$693 million; Administrative Costs: \$7 million	
Region	Counties in Health Care Region	Allocation
1	Anderson, Bowie, Camp, Cass, Cherokee, Delta, Fannin, Franklin, Freestone, Gregg, Harrison, Henderson, Hopkins, Houston, Hunt, Lamar, Marion, Morris, Panola, Rains, Red, River, Rusk, Smith, Titus, Trinity, Upshur, Van, Zandt, Wood	\$38,223,336
2	Angelina, Brazoria, Galveston, Hardin, Jasper, Jefferson, Liberty, Nacogdoches, Newton, Orange, Polk, Sabine, San Augustine, San Jacinto, Shelby, Tyler	\$54,149,215
3	Austin, Calhoun, Chambers, Colorado, Fort Bend, Harris, Matagorda, Waller, Wharton	\$120,965,680
4	Aransas, Bee, Brooks, De Witt, Duval, Goliad, Gonzales, Jackson, Jim Wells, Karnes, Kenedy, Kleberg, Lavaca, Live Oak, Nueces, Refugio, San Patricio, Victoria	\$27,047,477
5	Cameron, Hidalgo, Starr, Willacy	\$17,619,875
6	Atascosa, Bandera, Bexar, Comal, Dimmit, Edwards, Frio, Gillespie, Guadalupe, Kendall, Kerr, Kinney, La Salle, McMullen, Medina, Real, Uvalde, Val Verde, Wilson, Zavala	\$68,228,047
7	Bastrop, Caldwell, Fayette, Hays, Lee, Travis	\$50,489,691
8	Bell, Blanco, Burnet, Lampasas, Llano, Milam, Mills, San Saba, Williamson	\$24,220,521
9	Dallas, Kaufman	\$66,492,094
10	Ellis, Erath, Hood, Johnson, Navarro, Parker, Somervell, Tarrant, Wise	\$65,538,414
11	Brown, Callahan, Comanche, Eastland, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Palo Pinto, Shackelford, Stephens, Stonewall, Taylor	\$9,509,818
12	Armstrong, Bailey, Borden, Briscoe, Carson, Castro, Childress, Cochran, Collingsworth, Cottle, Crosby, Dallam, Dawson, Deaf Smith, Dickens, Donley, Floyd, Gaines, Garza, Gray, Hale, Hall, Hansford, Hartley, Hemphill, Hockley, Hutchinson, Kent, King, Lamb, Lipscomb, Lubbock, Lynn, Moore, Motley, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Scurry, Sherman, Swisher, Terry, Wheeler, Yoakum	\$23,498,027
13	Coke, Coleman, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Pecos, Reagan, Runnels, Schleicher, Sterling, Sutton, Terrell, Tom Green	\$5,195,605
14	Andrews, Brewster, Crane, Culberson, Ector, Glasscock, Howard, Jeff Davis, Loving, Martin, Midland, Presidio, Reeves, Upton, Ward, Winkler	\$12,124,354
15	El Paso, Hudspeth	\$17,994,285
16	Bosque, Coryell, Falls, Hamilton, Hill, Limestone, McLennan	\$9,452,018
17	Brazos, Burleson, Grimes, Leon, Madison, Montgomery, Robertson, Walker, Washington	\$23,042,947
18	Collin, Denton, Grayson, Rockwall	\$39,787,684
19	Archer, Baylor, Clay, Cooke, Foard, Hardeman, Jack, Montague, Throckmorton, Wichita, Wilbarger, Young	\$12,665,268
20	Jim Hogg, Maverick, Webb, Zapata	\$6,755,656
	Administrative Costs	\$7,000,000

^{*} Each Region shall reserve 25% of its allocation for Targeted Funds under the guidelines of Exhibit A.



Date: 11/02/2021

Agenda Item #: 6. E.

Department: Development Services

Strategic Goal: Provide a safe and welcoming environment for Little Elm residents and visitors

Staff Contact: Fred Gibbs, Director of Development Services

AGENDA ITEM:

Consider Action to Approve a Lease Agreement between the Town of Little Elm and Integrity Group, LLC.

DESCRIPTION:

The Planned Development for the Ladera age restricted community was approved by Council on October 19, 2021. The development consists of 58.504 acres which is located south along Oak Grove Parkway. A portion of that acreage includes 4.96 acres that is owned by the Town. The developer is requesting to lease from the Town with an intent to purchase in the future. Pursuant to Chapter 272 of the Local Government Code, a municipality, that is less than a million people that is located primarily in a county with a population of two million or more, owning land within 5,000 fee of where the shoreline of a lake would be it the lake is filled to its storage capacity may, without notice or the solicitation of bids, sell the land to the person leasing the land for the fair market value of the land as determined by a certified appraiser.

While the land is under lease, the municipality owning the land may not sell the land to any person other than the person leasing the land. This lease agreement is for one year and includes a lease payment of \$1,500 per month until the property is purchased by the developer. We are currently working on the appraisal for the property to address the future sale.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

CONSTRUCTION STAGING LEASE

This Construction Staging Lease is made and entered into as the 2 day of November, 2021, by and between the TOWN OF LITTLE ELM, a Texas municipality, as Lessor, and INTEGRITY GROUP, LLC, a Texas limited liability company, as Lessee.

WITNESSETH:

Lessor has agreed to let and does hereby let and demise to Lessee, and Lessee has agreed to take and does hereby take from Lessor, the portion (the "leased parcel") of the tract of property shown on <u>Exhibit A</u> attached hereto and made a part hereof for all purposes, sufficient to provide a fenced and secured area for the outside storage of building related materials and equipment, upon the following terms and conditions:

- 1. Lessee accepts the leased parcel in its "as-is" condition.
- 2. Lessee agrees to pay Lessor at its address stated below, without demand, set off or deduction, a monthly rent of \$1,500.00 payable in advance on or before the first day of each calendar month during the term. Should this lease start on a day other than the first day of a month or should this lease terminate on a day other than the last day of a month, the respective rent for such month shall be prorated on a per diem basis.
- 3. The term of this lease shall begin on even date herewith and shall continue for one (1) year: provided, however, Lessee has the right to extend the term of this lease at the same monthly rental for an additional period of time of up to but not in excess of one additional year by providing Lessor with written notice of the length of the additional term prior to the expiration of the initial term. Notwithstanding anything to the contrary contained herein, Lessee shall have a right to terminate this lease as of the last day of a calendar month if it provides Lessor with at least 30 days prior written notice of such termination.
- 4. Lessee shall use the leased parcel solely for the storage of building materials and equipment needed for construction of Lessee's adjacent improvements. Lessee shall supply, construct and install all fences, trailers, sheds and storage racks at its own cost and expense and upon the expiration or early termination of this lease, shall cause all such improvements to be removed and the site restored to its general condition as of the date of this lease (such obligation to survive any expiration or termination). Notwithstanding the foregoing, if Lessee has contracted with Lessor to construct the gas line referenced in Section 10 hereof, Lessee may also use the leased parcel as a temporary construction easement relating to such line.
- 5. Lessee may erect (and lock) a temporary fence around the leased parcel. Risk of loss on any of Lessee's improvements shall be retained in Lessee.
- 6. To the extent of its negligence, Lessee shall indemnify, defend and hold Lessor harmless from and against any and all loss, damage, or injury or claim of loss, damage, injury or death to persons or property arising out of or in connection with the erection, maintenance, repair, use, removal and existence of its improvements, fences, sheds, trailers, etc. and Lessee's use of the leased parcel. This indemnity shall survive the expiration or termination of this lease.
- 7. Lessee agrees to carry and keep in force at its expense for the term of this lease and name Lessor as an additional Insured with respect to a comprehensive public liability insurance covering the leased parcel and Lessee's use thereof with limits of not less than \$1,000,000 for bodily injury and \$500,000 for property damage. A certificate giving evidence of such coverage and requiring the carrier to notify Lessor at least thirty (30) days prior to any cancellation of the policy shall be furnished to Lessor on a current basis.
- 8. Lessee agrees that if its use of the premises during the term consumes utilities of any nature, Lessee will be liable for the costs associated therewith.

- Provided that Lessor gives Lessee, its employees, agents, and contractors at least 1 day advanced notice, Lessee shall allow Lessor reasonable access to the leased parcel for inspection during reasonable times.
- 10. Lessee acknowledges that the leased parcel is leased by Lessee subject to the Lessor's right to construct across a portion of the leased parcel a gas pipeline which upon joinder with the remainder of the line across the adjoining property will provide direct and indirect benefits to other tracts and owners. The gas line, the accompanying easement and any temporary construction easement will be subject to the Lessor's and the developer of the adjoining land's approval of plans, specifications, sizing and the route of the line and easements, such approvals not to be unreasonably withheld, conditioned or delayed.
- Lessee's interest in this lease is assignable, without Lessor's consent, to an affiliated entity 11. of Lessee. Upon such assignment and the assumption by the assignee of Lessee's continuing obligations hereunder, Lessee shall be released from liability and obligations arising after the date of the assignment (a copy of the assignment and assumption shall be delivered to Lessor).
- In the event Lessee shall default in the payment of rent or the performance of any of its obligations hereunder and such default continues for ten (10) days after written notice thereof is given to Lessee by Lessor, Lessor may, at its option, terminate this lease and all of Lessee's rights hereunder.
- If any part of the leased parcel is taken in any proceeding by public authorities by 13. condemnation or otherwise, or if Lessor gives a deed in lieu of such proceedings, then this lease shall terminate if the remainder of the leased parcel is unusable for Lessee's purposes. If it remains usable, the rent shall equitably abate. Lessor shall be entitled to all compensation awarded or given.
- Lessee covenants that it will not create a nuisance within the leased parcel, permit any waste of the leased parcel, or use the leased parcel in a manner which would cause the leased parcel to violate any applicable governmental law or code, including, without limitation, any environmental law, provided, however, Lessor confirms that Lessee is not liable or responsible in any manner and will indemnify, defend and hold Lessee harmless for any claim related to any violation of any law or code, including without limitation, any environmental law, existing as of the date hereof--such indemnity to survive the expiration or termination of this lease.
- 15. This lease is the entire agreement of the parties and there are no oral representations. warranties, agreements or promises pertaining to this lease not incorporated in writing within this lease.

LESSOR:

The Town of Little	e Elm, Texas, a Texas municipality
Ву:	
Name:	
Title:	
Address:	

LESSEE:

Integrity Group, LLC, a Texas limited liability company

Name:_ MANAGING MUMBAN 361 W. BYRON NEWSON BOW, STE 104 KOANOKE, TX 76262

Address:

EXHIBIT A

Legal Description of Leased Parcel

4.959 ACRES

Being all that certain lot, tract or parcel of land situated in the David M. Cule Survey, Abstract Number 226, Town of Little Elm, Denton County, Texas, and being part of that certain called 5.000 acre tract of land described in deed in favor of the Town of Little Elm, Texas, recorded in Instrument Number 2004-145048 of the Real Property Records of Denton County, Texas, and being part of Lots 1 and 2, Block A of Kings Road Estates (A.K.A Dennis Whitson Addition), recorded in Cabinet N, Page 397 of the Plat Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at 5/8" capped rebar found (RPLS 5574) at the southeast corner of said 5.000 acre tract, being the northeast corner of that certain called 2.97 acre tract described as Tract 2 in deed in favor of Navigators Carson's Crossing, LLC, recorded in Instrument Number 2006-62784 of the Real Property Records of Denton County, Texas, and being on the west line of that certain called 7.06 acre tract of land described in deed in favor of F.M. 720 & Garza Partners L.P., recorded in Document Number 2007-137791 of the Real Property Records of Denton County, Texas, and being on the east line of Lot 2; THENCE N 86°42′15" W, 656.56 feet with the south line of said 5.00 acre tract and the north line of said 2.97 acre tract to a 5/8" rebar found at the southwest corner of said 5.000 acre tract and the northwest corner of said 2.97 acre tract, being on an easterly line of that certain called 55.63 acre tract of land described as Tract 1 said deed in favor of Navigators Carson's Crossing, LLC, recorded in Instrument Number 2006-62784 of the Real Property Records of Denton County, Texas, and being on the west line of said Lot 2, from which a 1/2" capped rebar found (KERN) at the southwest corner of said Lot 2 bears S 02°25′40" W, 200.5 feet;

THENCE N 02°25′40″ E with the west line of said 5.000 acre tract, the west line of said Lot 2 and the easterly line of said 55.63 acre tract, passing at 520.4 feet a 1/2" capped rebar found (KERN) at the southwest corner of said Lot 1, continuing with the west line thereof a total distance of 739.94 feet to a 1/2" capped rebar set (MCADAMS) on the south line of F. M. 720 as evidenced by that certain called 0.035 acre tract of land described in deed in favor of the State of Texas, recorded in Document Number 2013-4943 of the Real Property Records of Denton County, Texas, being the southwest corner thereof and being the southeast corner of that certain called 0.340 acre tract of land described in deed in favor of the State of Texas, recorded in Document Number 2013-88381 of the Real Property Records of Denton County, Texas;

THENCE S 69°39′40″ E, 63.06 feet with the south line of said F. M. 720 and the south line of said 0.035 acre tract to a 1/2" capped rebar set (MCADAMS) at the southeast corner thereof, being on the east line of said Lot 1, and being the southwest corner of that certain called 0.075 acre tract of land described in Agreed Judgement styled The State of Texas v. Greenway – Little Elm, L.P., recorded in Document Number 2016-84945 of the Real Property Records of Denton County, Texas, being on an east line of said 5.000 acre tract and being on the west line of that certain called 7.034 acre tract of land described in deed in favor of Greenway – Little Elm, L.P., recorded in Document Number 2004-145047 of the Real Property Records of Denton County, Texas;

THENCE S 02°30′05″ W, 373.07 feet with the easterly line of said 5.000 acre tract, the easterly line of said Lot 1 and the west line of said 7.034 acre tract, passing the south line of said Lot 1 and the north line of said Lot 2 to a 5/8″ rebar found at the southwest corner of said 7.034 acre tract, being a reentrant corner in the northerly line of said 5.000 acre tract;

THENCE S $79^{\circ}10'35''$ E, 245.95 feet with the south line of said 7.034 acre tract and the northerly line of said 5.000 acre tract to a 1/2'' capped rebar found (ILLEGIBLE) at an angle point, being a reentrant corner in the north line of said Lot 2;

THENCE S 69°42′50″ E, 361.16 feet continuing with the south line of said 7.034 acre tract, the northerly line of said 5.000 acre tract and the north line of said Lot 2 to a 1/2" capped rebar found (ILLEGIBLE) at the southeast corner of said 7.034 acre tract and the most easterly northeast corner of said 5.000 acre

tract and said Lot 2, being on the west line of that certain called 2.962 acre tract of land described in deed in favor of An Dinh Ho, recorded in Document Number 2007-103429 of the Real Property Records of Denton County, Texas;

THENCE S 00°15′30″ E, 210.99 feet with the east line of said 5.000 acre tract, the east line of said Lot 2 and the west line of said 2.962 acre tract to the POINT OF BEGINNING and containing approximately 4.959 acres of land.

LOCAL GOVERNMENT CODE

TITLE 8. ACQUISITION, SALE, OR LEASE OF PROPERTY

SUBTITLE C. ACQUISITION, SALE, OR LEASE PROVISIONS APPLYING TO MORE THAN ONE TYPE OF LOCAL GOVERNMENT

CHAPTER 272. SALE OR LEASE OF PROPERTY BY MUNICIPALITIES, COUNTIES, AND CERTAIN OTHER LOCAL GOVERNMENTS

Sec. 272.001. NOTICE OF SALE OR EXCHANGE OF LAND BY POLITICAL SUBDIVISION; EXCEPTIONS. (a) Except for the types of land and interests covered by Subsection (b), (g), (h), (i), (j), or (l), and except as provided by Section 253.008, before land owned by a political subdivision of the state may be sold or exchanged for other land, notice to the general public of the offer of the land for sale or exchange must be published in a newspaper of general circulation in either the county in which the land is located or, if there is no such newspaper, in an adjoining county. The notice must include a description of the land, including its location, and the procedure by which sealed bids to purchase the land or offers to exchange the land may be submitted. The notice must be published on two separate dates and the sale or exchange may not be made until after the 14th day after the date of the second publication.

(b) The notice and bidding requirements of Subsection (a) do not apply to the types of land and real property interests described by this subsection and owned by a political subdivision. The land and those interests described by this subsection may not be conveyed, sold, or exchanged for less than the fair market value of the land or interest unless the conveyance, sale, or exchange is with one or more abutting property owners who own the underlying fee simple. The fair market value is determined by an appraisal obtained by the political subdivision that owns the land or interest or, in the case of land or an interest owned by a home-rule municipality, the fair market value may be determined by the price obtained by

the municipality at a public auction for which notice to the general public is published in the manner described by Subsection (a). The notice of the auction must include, instead of the content required by Subsection (a), a description of the land, including its location, the date, time, and location of the auction, and the procedures to be followed at the auction. The appraisal or public auction price is conclusive of the fair market value of the land or interest, regardless of any contrary provision of a home-rule charter. This subsection applies to:

- (1) narrow strips of land, or land that because of its shape, lack of access to public roads, or small area cannot be used independently under its current zoning or under applicable subdivision or other development control ordinances;
- (2) streets or alleys, owned in fee or used by easement;
- (3) land or a real property interest originally acquired for streets, rights-of-way, or easements that the political subdivision chooses to exchange for other land to be used for streets, rights-of-way, easements, or other public purposes, including transactions partly for cash;
- (4) land that the political subdivision wants to have developed by contract with an independent foundation;
- (5) a real property interest conveyed to a governmental entity that has the power of eminent domain;
- (6) a municipality's land that is located in a reinvestment zone designated as provided by law and that the municipality desires to have developed under a project plan adopted by the municipality for the zone; or
- (7) a property interest owned by a defense base development authority established under Chapter 378, Local Government Code, as added by Chapter 1221, Acts of the 76th Legislature, Regular Session, 1999.
- (c) The land or interests described by Subsections (b)(1) and (2) may be sold to:
- (1) abutting property owners in the same subdivision if the land has been subdivided; or

- (2) abutting property owners in proportion to their abutting ownership, and the division between owners must be made in an equitable manner.
- (d) This section does not require the governing body of a political subdivision to accept any bid or offer or to complete a sale or exchange.
- (e) This section does not apply to land in the permanent school fund that is authorized by legislation to be exchanged for other land of at least equal value.
- (f) The fair market value of land, an easement, or other real property interest in exchange for land, an easement, or other real property interest as authorized by Subsection (b)(3) is conclusively determined by an appraisal obtained by the political subdivision. The cost of any streets, utilities, or other improvements constructed on the affected land or to be constructed by an entity other than the political subdivision on the affected land may be considered in determining that fair market value.
- (g) A political subdivision may acquire or assemble land or real property interest, except by condemnation, and sell, exchange, or otherwise convey the land or interests to an entity for the development of low-income or moderate-income housing. The political subdivision shall determine the terms and conditions of the transactions so as to effectuate and maintain the public purpose. If conveyance of land under this subsection serves a public purpose, the land may be conveyed for less than its fair market value. In this subsection, "entity" means an individual, corporation, partnership, or other legal entity.
- (h) A municipality, other than a municipality with a population of more than one million that is located primarily in a county with a population of two million or more, owning land within 5,000 feet of where the shoreline of a lake would be if the lake were filled to its storage capacity may, without notice or the solicitation of bids, sell the land to the person leasing the land for the fair market value of the land as determined by a certified appraiser. While land described by this subsection

is under lease, the municipality owning the land may not sell the land to any person other than the person leasing the land. To protect the public health, safety, or welfare and to ensure an adequate municipal water supply, property sold by the municipality under this subsection is not eligible for and the owner is not entitled to the exemption provided by Section 11.142(a), Water Code. The instrument conveying property under this subsection must include a provision stating that the exemption does not apply to the conveyance. In this subsection, "lake" means an inland body of standing water, including a reservoir formed by impounding the water of a river or creek but not including an impoundment of salt water or brackish water, that has a storage capacity of more than 10,000 acre-feet.

- (i) A political subdivision that acquires land or a real property interest with funds received for economic development purposes from the community development block grant nonentitlement program authorized by Title I of the Housing and Community Development Act of 1974 (42 U.S.C. Section 5301 et seq.) may lease or convey the land or interest, without the solicitation of bids, to a private, for-profit entity or a nonprofit entity that is a party to a contract with the political subdivision if the land or interest will be used by the private, for-profit entity or the nonprofit entity in carrying out the purpose of the entity's grant or contract. The land or interest may be leased or conveyed without the solicitation of bids if the political subdivision adopts a resolution stating the conditions and circumstances for the lease or conveyance and the public purpose that will be achieved by the lease or conveyance.
- (j) A political subdivision may donate, exchange, convey, sell, or lease land, improvements, or any other interest in real property to an institution of higher education, as that term is defined by Section $\underline{61.003}$, Education Code, to promote a public purpose related to higher education. The political subdivision shall determine the terms and conditions of the transaction so as to effectuate and maintain the public purpose. A political

subdivision may donate, exchange, convey, sell, or lease the real property interest for less than its fair market value and without complying with the notice and bidding requirements of Subsection (a).

- (k) This section does not apply to sales or exchanges of land owned by a municipality operating a municipally owned electric or gas utility if the land is held or managed by the municipally owned utility, or by a division of the municipally owned electric or gas utility that constitutes the unbundled electric or gas operations of the utility, provided that the governing body of the municipally owned utility shall adopt a resolution stating the conditions and circumstances for the sale or exchange and the public purpose that will be achieved by the sale or exchange. For purposes of this subsection, "municipally owned utility" includes a river authority engaged in the generation, transmission, or distribution of electric energy to the public, and "unbundled" operations are those operations of the utility that have, in the discretion of the utility's governing body, been functionally separated.
- (1) The notice and bidding requirements provided by Subsection (a) do not apply to a donation or sale made under this subsection. A political subdivision may donate or sell for less than fair market value a designated parcel of land or an interest in real property to another political subdivision if:
- (1) the land or interest will be used by the political subdivision to which it is donated or sold in carrying out a purpose that benefits the public interest of the donating or selling political subdivision;
- (2) the donation or sale of the land or interest is made under terms that effect and maintain the public purpose for which the donation or sale is made; and
- (3) the title and right to possession of the land or interest revert to the donating or selling political subdivision if the acquiring political subdivision ceases to use the land or interest in carrying out the public purpose.



Date: 11/02/2021

Agenda Item #: 6. F.

Department: Development Services

Strategic Goal: Provide a safe and welcoming environment for Little Elm residents and visitors

Staff Contact: Fred Gibbs, Director of Development Services

AGENDA ITEM:

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

DESCRIPTION:

Council approved the boundary adjustment with Lakewood Village on October 19 that included .183 acres of property that is located on the south side of the Town. The small triangle area was left over from another parcel that was released early this year as part of The Sanctuary Development. The Town of Lakewood Village needed some edits to the agreement and asked if we would reconsider the item.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Lakewood Village Boundary Adjustment

STATE OF TEXAS

§ BOUNDARY ADJUSTMENT AGREEMENT

§ BETWEEN THE TOWNS OF

COUNTY OF DENTON

§ LITTLE ELM AND LAKEWOOD VILLAGE

WHEREAS, the Town of Lakewood Village, Texas ("<u>Lakewood Village</u>"), is a general law 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 the Town of Little Elm and Lakewood 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 Lakewood 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, by virtue of Section 43.003 of the Texas Local Government Code and Little Elm's home-rule charter is empowered to fix its corporate limit boundaries and exchange areas with other municipalities, in this Agreement with Lakewood Village; and

WHEREAS, Little Elm and Lakewood Village have identified an area of approximately 0.183 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 Lakewood Village ("Agreement"); and

WHEREAS, Little Elm and Lakewood 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 Lakewood Village and included within Lakewood Village's corporate boundaries; and

WHEREAS, Little Elm and Lakewood 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 43.003 and 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.

WITNESSETH:

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 Lakewood 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 Lakewood 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 Lakewood Village.

- The Effective Date of this Agreement shall be the date that the last party to the Agreement has executed this Agreement.
 The persons signing this Agreement on behalf of the municipalities have been duly
- 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.

Agreement.			
EXECUTED this the	day of	, 2021.	
ATTEST:		TOWN OF LITTLE ELM, TEXAS	
Caitlan Biggs, Town Secretary		Curtis Cornelious, Mayor	
APPROVED AS TO FORM A	ND LEGALITY	Y:	
Robert F. Brown, Town Attorney	,		
STATE OF TEXAS	§ § §		
COUNTY OF DENTON	§		
This instrument was ackn Cornelious, Mayor, Town of Little of said municipal corporation.	owledged befor e Elm, Texas, a	e me on the day of, 2021,by Cu Texas home rule municipal corporation, on bel	ırtis half
		Notary Public, State of Texas	

EXECUTED this the	day of		, 2021.			
ATTEST:		TOWN OF TEXAS	LAKEWOOD	VILLAGE,		
Linda Ruth,TRMC, CMC Town Secretary		Dr. Mark E. Vε	rgus, Mayor			
APPROVED AS TO FORM AN	ND LEGALITY	Y:				
Wm Andrew Messer Town Attorney						
STATE OF TEXAS	§ § §					
COUNTY OF DENTON	§					
This instrument was acknown, Mayor, To Law Type A municipal corporation	own of the Tow	n of Lakewood V	illage, Texas, a Te	, 2021, by exas General		
		Notary Public	, State of Texas			

Exhibit A





Town Council Meeting

Date: 11/02/2021

Agenda Item #: 6. G. **Department:** Finance

Strategic Goal: Ensure excellence in public services while keeping up with the growth in the

community

Staff Contact: Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to Approve a **Professional Services Agreement with Plante & Moran, PLLC for Enterprise Resources Planning (ERP) Selection and Implementation, in the Estimated Amount of \$340,000.**

DESCRIPTION:

The Town has budgeted to replace the existing financial system (STW) this Fiscal Year. On March 16, 2021, Council approved an agreement with Plante Moran, PLLC to assist in the acquisition of the new system. This was Phase I, which included a needs assessment discovery, assistance with RFP development, evaluation, and vendor selection. This phase has been completed, and Staff recommends contracting with Plante Moran, PLLC for Phase II; Implementation Advisory Services in a co-project manager role. This includes software implementation advisory services, as well as assistance with project management and oversight. The term of the agreement will be twenty-five (25) months, based upon the expected duration of the Town's ERP project implementation period.

BUDGET IMPACT:

Funds have been budgeted in FY 2021-2022 from the General Fund 112-6214-08-00 and Utility Fund 612-6214-75-00 for Professional Services for the estimated amount of \$340,000.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Agreement



October 12, 2021

Rebecca A. Hunter, Purchasing Manager Town of Little Elm TX 100 W. Eldorado Pkwy Little Elm, TX 75068

Dear Ms. Hunter:

Thank you for selecting Plante & Moran, PLLC to assist the Town with their ERP implementation of Tyler Technologies software. This letter and the accompanying Professional Services Agreement, which is hereby incorporated as part of this engagement letter, confirms our understanding of the nature, limitations, and terms of the services Plante & Moran, PLLC ("PM") will provide to Town of Little Elm TX ("Client").

The Plante Moran Government Consulting Team has significant experience supporting local government and other clients through numerous software implementation projects. Additionally, Plante Moran staff have specific implementation experience with the Town's preferred finalist vendor. Furthermore, our clients have confirmed that we add tremendous value during software implementation projects including:

- **Value of Experience.** Ability to avoid pitfalls which we have learned through similar projects, allowing them to be addressed proactively rather than reactively.
- Value of Foresight. Ability to see "warning signs" in advance and address them before they become major project challenges.
- **Value of Qualifications.** Qualified project managers who have significant credentials to manage software implementations.
- **Value of Objectivity.** Independent advisor with respect to project improvements that will arise regarding technology, processes, and people.
- Value of Risk Mitigation. Overall risk mitigation to the project.

Scope of Services & Payment Terms

The Town recognizes that the implementation of a new system will be challenging as it transitions its legacy systems and processes to a new way of doing business. The Town also understands that the magnitude of such a change will require strong project management skills to ensure that Town and vendor activities are completed on time, that best practices are leveraged that Tyler performs its services according to the contracted terms and that the expected business process efficiencies are realized.

As such, the Town has requested Plante Moran perform Phase 2: Implementation Advisory Services in a co-project manager role* as outlined in this document below. Plante Moran proposes to perform these services over a 25-month term based upon the expected duration of the Town's ERP project implementation period included in the Tyler contract and Statement of Work.



Implementation Management Roles

Role	Role Description	Time Commitment	Monthly Fee Estimate Range
	Pre-Implementation Assistance Roles		
Pre- Implementation & Initial Project Planning Assistance	Provide pre-implementation planning assistance and assistance during the first several months of the implementation project to ensure that project management processes, procedures, tools and templates are implemented and will be used effectively.	80–120 hours	\$18,000- \$27,000
	On-Going Implementation Assistance Roles		
Overall Project Manager	Act as the client project manager during the implementation.	25-35 hours/week	\$22,500- \$31,500
*Co-Project Manager	Together with the Town's Project Manager, track and confirm that action items and homework are completed on time. Approve all invoices while tracking and reporting the monthly project budget. Ensure that the project adheres to the timeline and avoid scope creep.	10-15 hours / week	\$9,000- \$13,500
City Project Manager Advisement	Work with the Town project manager on a weekly basis to ensure that the Town is organized in their thinking on current critical issues and upcoming project activities. This assumes some level of Plante Moran involvement in up-front planning.	5-10 hours/week	\$4,500- \$9,000
Contract Compliance	This is an important activity that most clients desire that can be provided as an aspect of any of the above services which generally involves review and approval of vendor project invoices based on the terms of the contract.	2–4 hours/week	\$1,800- \$3,600



The assumptions we have used in developing our pricing are as follows:

- The Town will provide a Project Manager that will interact with us and Tyler in making management decisions on the project.
- Plante Moran will advise the Town's Project Manager during the project although management decisions will need to be made by the Town project management team.
- The Town will provide a Project Administrator that will provide administrative support to the project for things such as meeting scheduling and other administrative tasks.
- During the course of the implementation phase, we will provide guidance and assistance to the Town Project Manager in managing the activities associated with the project and providing guidance based on previous similar implementations.
- Invoices will be generated monthly based on staff hours incurred that month at the agreed upon all-inclusive rate.

Our fee for this engagement, subject to the terms and conditions of the accompanying Professional Services Agreement will be based on the actual time that PM staff expend at a blended hourly rate of \$225/hr, not to exceed \$337,500 subject to the terms and conditions of the accompanying Professional Services Agreement. Our services will be billed monthly for services rendered in the previous month.

We estimate that our fee for this engagement will be approximately between \$9,000 and \$13,500 month based upon a range of 40-60 hours per month.

As you probably realize, our primary cost is salaries that are paid currently. Accordingly, our invoices will be rendered periodically and are due when received. In the event an invoice is not paid timely, a late charge in the amount of 1.25 percent per month will be added, beginning 30 days after the date of the invoice.

If you are in agreement with our understanding of this engagement as set forth in this engagement letter and the accompanying Professional Services Agreement, please sign a copy of this letter and return it to us with the accompanying Professional Services Agreement.

Thank you for the opportunity to serve you.

Milled ARC

Very truly yours, Plante & Moran, PLLC

Mike Riffel, Partner



Agreed and Accepted

We accept this engagement letter and the accompanying Professional Services Agreement (collectively, "Agreement"), which set forth the entire agreement between Town of Little Elm TX and Plante & Moran, PLLC with respect to the services specified in the "Scope of Services" section of this engagement letter. This Agreement may be amended by written agreement between Plante & Moran, PLLC and Town of Little Elm TX.

Town of Little Elm TX		
Rebecca A. Hunter	 Date	
Purchasing Manager		



Professional Services Agreement – Consulting Services Addendum to Plante & Moran, PLLC Engagement Letter

This Professional Services Agreement is part of the engagement letter for our consulting services dated October 12, 2021 between Plante & Moran, PLLC (referred to herein as "PM") and Town of Little Elm TX (referred to herein as "Client").

- 1. Management Responsibilities The consulting services PM will provide are inherently advisory in nature. PM has no responsibility for any management decisions or management functions in connection with its engagement to provide these services. Further, Client acknowledges that Client is responsible for all such management decisions and management functions; for evaluating the adequacy and results of the services PM will provide and accepting responsibility for the results of those services; and for establishing and maintaining internal controls, including monitoring ongoing activities, in connection with PM's engagement. Client has designated Rebecca A. Hunter, Purchasing Manager, to oversee the services PM will provide.
 - Client represents and warrants that any and all information that it transmits to Plante Moran will be done so in full compliance with all applicable federal, state, local, and foreign privacy and data protection laws, as well as all other applicable regulations and directives, as may be amended from time to time (collectively, "Data Privacy Laws"). Client shall not disclose personal data of data subjects ("Personal Data") who are entitled to certain rights and protections afforded by Data Privacy Laws to PM without prior notification to PM. Client shall make reasonable efforts to limit the disclosure of Personal Data to PM to the minimum necessary to accomplish the intended purpose of the disclosure to PM.
- 2. **Nature of Services** PM's project activities will be based on information and records provided to PM by Client. PM will rely on such underlying information and records and the project activities will not include audit or verification of the information and records provided to PM in connection with the project activities.
 - The project activities PM will perform will not constitute an examination or audit of any Client financial statements or any other items, including Client's internal controls. Additionally, this engagement will not include preparation or review of any tax returns or consulting regarding tax matters. If Client requires financial statements or other financial information for third-party use, or if Client requires tax preparation or consulting services, a separate engagement letter will be required. Accordingly, Client agrees not to associate or make reference to PM in connection with any financial statements or other financial information of Client. In addition, PM's engagement is not designed and cannot be relied upon to disclose errors, fraud, or illegal acts that may exist. However, PM will inform you of any such matters that come to PM's attention.
- 3. **Project Deliverables** At the conclusion of PM's project activities and periodically as PM progresses, PM will review the results of its work with Client and provide Client with any observations related to PM's services that PM believes warrant Client's attention. PM also will provide Client with copies of analyses or other materials that PM may develop in the course of this engagement upon Client's request. PM will not issue a written report as a result of this engagement and Client agrees that the nature and extent of the work product that PM will provide, as outlined in this Agreement, are sufficient for Client's purposes.
- 4. Interactive Analyses and Visualizations In instances where PM expressly agrees in the accompanying engagement letter to provide interactive analyses or visualization tools (collectively, "Electronic Documents") to Client, such Electronic Documents will be provided in a format determined to be acceptable to both parties. Client acknowledges and agrees that Client's ability to access such Electronic Documents may require software programs that PM does not develop, license, or support, and Client shall be solely responsible for the costs to obtain, use, or support any such required software. PM makes no representation or warranty with respect to such software or the continuing functionality of such software relative to the Electronic Documents and disclaims any and all express or implied warranties if any, associated with such software, its merchantability, and/or its fitness for any particular use by Client.

If and to the extent provided by PM, Electronic Documents are provided solely for the purpose of supporting the project deliverables and are to be used only as expressly described in and authorized by the project deliverables. PM disclaims any responsibility for any use of the Electronic Documents that is not expressly provided for in and authorized by the project deliverables. Further, Client acknowledges that Client is solely responsible for evaluating the adequacy and accuracy of any results generated through the use of Electronic Documents. PM will have no responsibility to support or update the Electric Documents for any events or circumstances that occur or become known subsequent to the date of their corresponding project deliverables.



Client acknowledges that PM may utilize proprietary works of authorship that have not been created specifically for Client and were conceived, created, or developed prior to, or independent of, this engagement including, without limitation, computer programs, methodologies, algorithms, models, templates, software configurations, flowcharts, architecture designs, tools, specifications, drawings, sketches, models, samples, records, and documentation (collectively, "PM Intellectual Property"). Client agrees and acknowledges that PM Intellectual Property is and shall remain solely and exclusively the property of PM.

Upon payment for the engaged services, to the extent that PM incorporates PM Intellectual Property into the Electronic Documents (which PM shall do only as expressly provided for in the accompanying engagement letter), PM grants to Client a limited royalty-free, nonexclusive, right and license to use such incorporated PM Intellectual Property for internal purposes only and in the original format. Client agrees not to copy, publish, modify, disclose, distribute, decompile, reverse engineer, or create derivative works based on PM Intellectual Property. Notwithstanding the foregoing, in no event will PM be precluded from developing for itself or for others, works of authorship which are similar to those included in the project deliverables.

If and to the extent PM shares information obtained from third-party data sources with Client, Client agrees not to (i) disclose or redistribute any such third-party data to third parties without the express written consent of PM; or (ii) attempt to extract, manipulate, or copy any embedded or aggregated third-party data from the Electronic Documents for any purpose.

5. Confidentiality, Ownership, and Retention of Workpapers – During the course of this engagement, PM and PM staff may have access to proprietary information of Client, including, but not limited to, information regarding general ledger balances, financial transactions, trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to Client. PM will comply with all applicable ethical standards, laws, and regulations as to the retention, protection, use, and distribution of such confidential client information. Except to the extent set forth herein, PM will not disclose such information to any third party without the prior written consent of Client.

In the interest of facilitating PM's services to Client, PM may communicate or exchange data by internet, email, facsimile transmission or other electronic methods. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM's obligations under applicable laws and professional standards, Client recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consents to PM's use of these electronic devices during this engagement.

Professional standards require that PM create and retain certain workpapers for engagements of this nature. All workpapers created in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM's possession.

Both Client and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this Agreement. In the event that a request for any confidential information or workpapers covered by this Agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform Client in a timely manner of such request and to cooperate with Client should Client attempt, at Client's cost, to limit such access. This provision will survive the termination of this Agreement. PM's efforts in complying with such requests will be deemed billable to Client as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

Upon Client's written request, PM may, at its sole discretion, allow others to view any workpapers remaining in its possession if there is a specific business purpose for such a review. PM will evaluate each written request independently. Client acknowledges and agrees that PM will have no obligation to provide such access or to provide copies of PM's workpapers, without regard to whether access had been granted with respect to any prior requests.



- 6. Consent to Disclosures to Service Providers In some circumstances, PM may use third-party service providers to assist PM with its services, including affiliates of PM within or outside the United States. In those circumstances, PM will be solely responsible for the provision of any services by any such third-party service providers and for the protection of any information provided to such third-party service providers. PM will require any such third-party service provider to: (i) maintain the confidentiality of any information furnished; and (ii) not use any information for any purpose unrelated to assisting with PM's services for Client. In order to enable these third-party service providers to assist PM in this capacity, Client, by its duly authorized signature on the accompanying engagement letter, consents to PM's disclosure of all or any portion of Client's information, including tax return information, to such third-party service providers, including affiliates of PM outside of the United States, if and to the extent such information is relevant to the services such third-party service providers may provide and agrees that PM's disclosure of such information for such purposes shall not constitute a breach of the provisions of this Agreement. Client's consent shall be continuing until the services provided for this Agreement are completed.
- 7. **Third-Party Data** PM may reference third-party data sources in performing the services described in the accompanying engagement letter. Third-party data may include publicly available data, commercially available data licensed to PM, or information obtained from other sources. PM will use its judgment, discretion, best efforts, and good faith in evaluating the use of third-party data sources, but does not warrant or guarantee the accuracy, completeness, or timeliness of any data obtained from third-party data sources and disclaims any liability arising out of or relating to the use of data from third-party data sources. Client acknowledges that any commercially available third-party data sources referenced by PM are licensed to PM and PM's ability to share information obtained from commercially available third-party data sources is often restricted by the terms of use granted to PM by the licensor and, unless expressly set forth in the accompanying engagement letter, PM makes no representation or warranty that Client will have access to data obtained from third-party data sources. If and to the extent PM shares information obtained from third-party data sources with Client, Client agrees not to disclose or redistribute any such third-party data to third parties without the express written consent of PM. This Agreement does not convey to Client a sublicense to any third-party data source unless expressly agreed to in writing and signed by a duly authorized representative of PM. However, nothing herein shall prevent Client from directly contracting with or obtaining a license from any third-party data source if Client determines, in its sole discretion, that any such direct contract or license to be in its best interest.
- 8. **Fee Quotes** In any circumstance where PM has provided estimated fees, fixed fees or not-to-exceed fees ("Fee Quotes"), these Fee Quotes are based on Client personnel providing PM staff the assistance necessary to satisfy Client responsibilities under the scope of services. This assistance includes availability and cooperation of those Client personnel relevant to PM's project activities and providing needed information to PM in a timely and orderly manner. In the event that undisclosed or unforeseeable facts regarding these matters causes the actual work required for this engagement to vary from PM's Fee Quotes, those Fee Quotes will be adjusted for the additional time PM incurs as a result.
 - In any circumstance where PM's work is rescheduled, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadline related to the completion of PM's work. Because rescheduling its work imposes additional costs on PM, in any circumstance where PM has provided Fee Quotes, those Fee Quotes may be adjusted for additional time PM incurs as a result of rescheduling its work.
 - PM will advise Client in the event these circumstances occur; however, it is acknowledged that the exact impact on the Fee Quote may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this Agreement.
- 9. Payment Terms PM's invoices for professional services are due upon receipt unless otherwise specified in the accompanying engagement letter. In the event any of PM's invoices are not paid in accordance with the terms of this Agreement, PM may elect, at PM's sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM's consulting work. Client agrees that in the event that work is suspended, for non-payment or other reasons, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.
- 10. **Fee Adjustments** Any fee adjustments for reasons described in this Agreement will be determined based on the actual time expended by PM staff at the hourly rates stated in this Agreement, plus all reasonable and necessary travel and related costs PM incurs, and included as an adjustment to PM's invoices related to this engagement. Client acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this Agreement.



- 11. Force Majeure Neither party shall be deemed to be in breach of this Agreement as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war, other violence, epidemic, pandemic, or other public health emergency or government mandated shut down (each individually a "Force Majeure Event"). A Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.
- 12. Exclusion of Certain Damages Except to the extent finally determined to have resulted from PM's gross negligence or willful misconduct, the liability of PM and any of PM's officers, directors, partners, members, managers, employees, affiliated, parent or subsidiary entities, and approved allied third party service providers (collectively, "PM Persons") for any and all claims, losses, costs, and damages of any nature whatsoever is limited so that the total aggregate liability of the PM and/or the PM Persons with respect to and arising out of the services provided hereunder shall not exceed the total fees paid to PM for the services provided in connection with this Agreement. It is agreed that these limitations on PM's and the PM Persons' maximum liability are reasonable in view of, among other things, the nature, scope, and limitations of the services PM is to provide, and the fees PM is to receive under this engagement. In no event shall the PM or the PM Persons be liable, whether a claim be in tort, contract, or otherwise, for any consequential, indirect, lost profit, punitive, exemplary, or other special damages. The exclusion of certain damages as set forth in this Section apply to any and all liabilities or causes of action against PM and/or the PM Persons, however alleged or arising, unless and to the extent otherwise prohibited by law. This provision shall survive the termination of this engagement.

In the event this Agreement expressly identified multiple phases of services, the total aggregate liability of PM shall be limited to no more than the total amount of fees received by PM for the particular phase of services alleged to have given rise to any such liability.

- 13. **Defense, Indemnification, and Hold Harmless** As a condition of PM's willingness to perform the services provided for in the accompanying engagement letter, Client agrees to defend, indemnify, and hold PM and the PM Persons harmless against any claims by third parties for losses, claims, damages, or liabilities, to which PM or the PM Persons may become subject in connection with or related to the services performed in the engagement, unless a court having jurisdiction shall have determined in a final judgment that such loss, claim, damage, or liability resulted primarily from the willful misconduct or gross negligence of PM, or one of the PM Persons. This defense, indemnity, and hold harmless obligation includes the obligation to reimburse PM and/or the PM Persons for any legal or other expenses incurred by PM or the PM Persons, as incurred, in connection with investigating or defending any such losses, claims, damages, or liabilities.
- 14. Conditions of PM Visit to Client Facilities Client agrees that PM's services will be provided remotely to the maximum extent possible. In order to facilitate the provision of services remotely, Client agrees to provide documentation and other information reasonably required by PM for PM's performance of the engaged services electronically to the extent possible throughout the course of the engagement. In the event in-person visits to Client's facilities are determined by PM in its sole discretion to be necessary for the performance of the engaged services, Client agrees, as a pre-condition to any such inperson visit, to provide to PM for PM's evaluation Client's policies and procedures that Client has implemented and will adhere to relating to workplace safety and the prevention of the transmission of disease at its facilities. In addition, Client affirms that it is in compliance with applicable Centers for Disease Control and Prevention and OSHA guidance pertaining to the prevention of the transmission of disease (collectively, "Applicable Preventative Guidance") and agrees that it shall continue to comply with Applicable Preventative Guidance throughout any in-person visits by PM to Client's facilities. Client further affirms that it is in compliance and shall continue to comply with all other applicable laws, regulations, or executive orders relating to COVID-19 and the prevention of the spread thereof (collectively, "COVID-19 Laws") and agrees that it shall continue to comply with COVID-19 Laws throughout any in-person visits by PM to Client's facilities. Notwithstanding the foregoing, PM reserves the right to suspend or refrain from any in-person visit by PM to Client's facilities or impose further conditions on any such in-person visit if and as PM deems necessary at its sole discretion. Client agrees and acknowledges that any determination by PM to visit Client's facilities is not and shall not be construed to be or relied on by Client as a determination by PM of Client's compliance with Applicable Preventative Guidance or any COVID-19 Laws.
- 15. Receipt of Legal Process In the event PM is required to respond to a subpoena, court order, or other legal process (in a matter involving Client but not PM) for the production of documents and/or testimony relative to information PM obtained and/or prepared during the course of this engagement, Client agrees to compensate PM for the affected PM staff's time at such staff's current hourly rates, and to reimburse PM for all of PM's out-of-pocket costs incurred associated with PM's response unless otherwise reimbursed by a third party.
- 16. **Termination of Engagement** –This Agreement may be terminated by either party upon written notice. Upon notification of termination, PM's services will cease and PM's engagement will be deemed to have been completed. Client will be obligated to compensate PM for all time expended and to reimburse PM for related costs PM incurs through the date of termination of this engagement.



- 17. **Time Limits** Except for actions to enforce payment of PM's invoices and without limiting any claims for indemnification hereunder, any claim or cause of action arising under or otherwise relating to this engagement must be filed within two years from the completion of the engagement without regard to any statutory provision to the contrary.
- 18. Entire Agreement This Agreement is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this Agreement supersede any prior oral or written representations or commitments by or between the parties regarding the subject matter hereof. Any material changes or additions to the terms set forth in this Agreement will only become effective if evidenced by a written amendment to this Agreement, signed by all of the parties.
- 19. Severability If any provision of this Agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
- 20. **Conflicts of Interest** PM's engagement acceptance procedures include a check as to whether any conflicts of interest exist that would prevent PM's acceptance of this engagement. No such conflicts have been identified. Client understands and acknowledges that PM may be engaged to provide professional services, now or in the future, unrelated to this engagement to parties whose interests may not be consistent with interests of Client.
- 21. **Agreement Not to Influence** Client and PM each agree that each respective organization and its employees will not endeavor to influence the other's employees to seek any employment or other contractual arrangement with it, during this engagement or for a period of one year after termination of the engagement. Client agrees that PM employees are not "contract for hire." PM may release Client from these restrictions if Client agrees to reimburse PM for its recruiting, training, and administrative investment in the applicable employee. In such event, the reimbursement amount shall be equal to two hundred hours of billings at the hourly rate stated in this Agreement for the PM employee.
- 22. **Signatures** Any electronic signature transmitted through DocuSign or manual signature on the accompanying engagement letter transmitted by facsimile or by electronic mail in portable document format may be considered an original signature.
- 23. **Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and jurisdiction over any action to enforce this Agreement, or any dispute arising from or relating to this Agreement shall reside exclusively within the State of Texas.
- 24. Form 1295 Certificate. The Provider/Supplier/Contractor agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, the Provider/Supplier/Contractor agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the Town, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate.
- 25. (b) **Undocumented Workers Provision.** The Provider/Supplier/Contractor certifies that Provider/Supplier/Contractor 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, Provider/Supplier/Contractor is convicted of a violation under 8 U.S.C. § 1324a(f), Provider/Supplier/Contractor shall repay the amount of any public subsidy provided under this Agreement to Provider/Supplier/Contractor plus six percent (6.0%), not later than the 120th day after the date the Town notifies Provider/Supplier/Contractor of the violation.
- 26. (c) **Non-Boycott of Israel Provision.** In accordance with Chapter 2270 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2270 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless Provider/Supplier/Contractor is not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Provider/Supplier/Contractor verifies that Provider/Supplier/Contractor does not boycott Israel and will not boycott Israel during the Term of this Agreement.
- 27. (d) **Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Provider/Supplier/Contractor is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.



- 28. (e) Verification Against Discrimination of Firearm or Ammunition Industries. Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Provider/Supplier/Contractor employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the Town, the Provider/Supplier/Contractor represents that: (1) the Provider/Supplier/Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Provider/Supplier/Contractor will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.
- 29. (f) Verification Against Discrimination Provider/Supplier/Contractor Does Not Boycott Energy Companies. Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Provider/Supplier/Contractor employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the Town, the Provider/Supplier/Contractor represents that: (1) the Provider/Supplier/Contractor does not boycott energy companies; and (2) the Provider/Supplier/Contractor will not boycott energy companies during the Term of this Agreement.

End of Professional Services Agreement – Consulting Services



Town Council Meeting

Date: 11/02/2021

Agenda Item #: 6. H. **Department:** Finance

Strategic Goal: Ensure excellence in public services while keeping up with the growth in the

community

Staff Contact: Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to Award RFP 2021-16 Enterprise Resources Planning (ERP) System to Tyler Technologies, Inc., in the 5-year Estimated Amount of \$1,961,173, and Authorize the Town Manager to Execute the Agreement.

DESCRIPTION:

The Town has budgeted to begin replacement of the existing financial system (STW) this Fiscal Year. RFP 2021-16 was advertised in the local paper and posted on the Town's eProcurement system. One hundred eighty-six (186) suppliers were notified with three (3) responses. Upon evaluation, the selection committee found Tyler Technologies, Inc. to be the highest scoring firm and best choice for the Town.

The new system (Munis) will include Accounting, Procurement, Payroll, Human Resources, Time & Attendance, Utility Billing, Asset Management, and Document Management, It is expected that the conversion project will take approximately two (2) years to complete.

BUDGET IMPACT:

Funds have been budgeted in FY 2021-2022 from the General Fund 112-6327-08-00 and Utility Fund 612-6327-75-00 for IT Services and forecasted for future budget years.

RECOMMENDED ACTION:

Staff requests authorization to award RFP 2021-16 for Enterprise Resources Planning (ERP) System to Tyler Technologies, Inc., in the 5-year estimated amount of \$1,961,173, and authorize the Town Manager to execute the agreement.

Agreement

City of St. Louis - ERP System Selection

Round 2 Scoring Worksheet

	Selection Committee				
Round 3 Evaluation Criteria	Weight	CCS (Oracle NetSuite)	Tyler (Munis)	Evaluating Group	Evaluation Source / Reference
Ability to meet functional requirements (including usability / user-friendly software)	35	2.00	4.00	Selection Committee; Functional Advisors input	Functional System Requirements Plante Moran's Analysis Vendor Demonstrations / Reference Checks
Ability to meet technical requirements (including cloud / vendor hosted benefits)	15	4.00	4.00	Selection Committee	Technical and Vendor Hosted / Cloud Information Ongoing Support Services Managed Services tab Vendor Demonstrations / Reference Checks
Cost (one time and ongoing)	20	1.00	5.00	Selection Committee	Cost Proposal Consider scope of solution based on modules bid
Implementation Approach	20	2.00	4.00	Selection Committee	Implementation Plan Staffing Plan Vendor Demonstrations / Reference Checks
General Vendor Requirements*	10	2.00	4.00	Selection Committee	Company Background Vendor Demonstrations / Reference Checks *Vendor to include number and size of comparable municipal installations, financial stability, completeness & quality of proposal response.
Weighted Score:	100	42.00	84.00		
Rank:		2	1		

Scoring Definitions

- (1) Does not satisfy this criteria / Meets 0% of criteria
- (2) Minimally satisfies this criteria / Meetings 25% of criteria
- (3) Satisfies this criteria / Meets 50% of criteria
- (4) More than satisfies this criteria / Meets 75% of criteria
- (5) Achieves significant satisfaction with this criteria / Meets 100% criteria



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- "Agreement" means this Software as a Service Agreement.
- "Business Travel Policy" means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- "Client" means Town of Little Elm, Texas.
- "Data" means any data, including documents input and stored on Tyler's servers and necessary to utilize the Tyler Software..
- "Data Storage Capacity" means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- "Defect" means a failure of the Tyler Software to substantially conform to the functional
 descriptions set forth in our written proposal to you, or their functional equivalent. Future
 functionality may be updated, modified, or otherwise enhanced through our maintenance and
 support services, and the governing functional descriptions for such future functionality will be
 set forth in our then-current Documentation.
- "Defined Users" means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains EnerGov labeled software, defined users mean the maximum number of named users that are authorized to use the EnerGov labeled modules as indicated in the Investment Summary.
- "Developer" means a third party who owns the intellectual property rights to Third Party Software.
- "Documentation" means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- "Effective Date" means the date by which both your and our authorized representatives have signed the Agreement.
- "Force Majeure" means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- "Investment Summary" means the agreed upon cost proposal for the products and services



- attached as Exhibit A.
- "Invoicing and Payment Policy" means the agreed-upon invoicing and payment policy, attached as Exhibit B.
- "Order Form" means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- Recovery Point Objective (RPO): RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure.
- Recovery Time Objective (RTO): RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- "SaaS Fees" means the fees for the SaaS Services identified in the Investment Summary.
- "SaaS Services" means software as a service consisting of system administration, system
 management, and system monitoring activities that Tyler performs for the Tyler Software, and
 includes the right to access and use the Tyler Software, receive maintenance and support on the
 Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and
 archiving. SaaS Services do not include support of an operating system or hardware, support
 outside of our normal business hours, or training, consulting or other professional services.
- "SLA" means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- "Statement of Work" means the agreed-upon implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- "Support Call Process" means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- "Third Party Hardware" means the third party hardware, if any, identified in the Investment Summary.
- "Third Party Products" means the Third Party Software and Third Party Hardware.
- "Third Party Services" means the third party services, if any, identified in the Investment Summary.
- "Third Party Software" means the third party software, if any, identified in the Investment Summary.
- "Third Party Terms" means, if any, the end user license agreement(s) or similar terms for the
 Third Party Products or other parties' products or services, as applicable, and attached or
 indicated at Exhibit D.
- "Tyler" means Tyler Technologies, Inc., a Delaware corporation.
- "Tyler Software" means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- "we", "us", "our" and similar terms mean Tyler.
- "you" and similar terms mean Client.

SECTION B – SAAS SERVICES

1. <u>Rights Granted</u>. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. If the



Client grants a third-party access to the Tyler Software on behalf of the Client, the Client is liable for any misue of the system or breach of this Agreement by such third party. Tyler may request the Client's third party user to sign an NDA to access the system. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. <u>SaaS Fees</u>. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our agreed-to Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

- 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
- 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
- 3.4 We will deliver a complete copy of Client Data in Tyler's format and in a platform-agnostic format mutually agreed upon within thirty (30) days of a written request.
- 4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations unless the third party is under contract to perform work on the Client's behalf in accordance with Section B(1) of this Agreement; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
- 5. <u>Software Warranty</u>. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all



reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process at no charge to you beyond your annual maintenance and support fees.

- 6. <u>Functionality Replacement</u>. For a period of five (5) years from the Effective Date, if a new release of Tyler Software removes functionality that was originally provided to you, we will provide alternative means for performing the same function, at no additional cost to you beyond payment of the SaaS fees in accordance with our Invoicing and Payment Policy.
- 7. <u>Compliance with Laws</u>: We will comply with all laws, rules and regulations applicable to our performance under this Agreement in effect as of the Effective Date, and the software, services, and fees set forth in the Investment Summary account for those compliance efforts based on the mutually agreed scope of the project.

8. SaaS Services.

- 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.
- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center physically located within the continental United States and subject to all applicable United States laws and regulations. Tyler will not transfer Client data outside territorial limits of the United States of America without prior permission from Client. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually



- agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 In the event Tyler declares a disaster, we will be responsible for importing back-up and verifying that you can log-in. You will be responsible for verifying the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.
- 6.10 <u>Data Breach Notification</u>. We will report data breaches to you, as such data breaches are defined by applicable law, and take all other required actions as required by all applicable State and Federal data breach notification laws, related to your data that is in our possession.
- 6.11 <u>Socrata Terms and Conditions</u>. Tyler and Client agree to perform and be bound by all covenants, terms, and conditions of the Socrata Terms and Conditions, which are attached hereto as Exhibit F ("Socrata Agreement") with respect to the Socrata [Include the name of Socrata product here/ ex. Public Safety Advanced Analytics] software as more particularly described in the Investment Summary, and all such covenants, terms, and conditions are incorporated by reference as if set forth at length herein. Specific to the Socrata items only, in the event of a conflict between any term or provision in the Socrata Agreement and any term or provision in this Agreement, the terms of the Socrata Agreement shall govern.
- 6.12 <u>Data Redundancy.</u> As of the Effective Date of the Agreement ,our current backup schedule for purposes of disaster recovery for clients' Data is to retain daily backups for seven (7) days,



weekly backups for five (5) weeks, and monthly backups for thirteen (13) months. Tyler reserves the right to change its backup schedule provided such change is at least as frequent as industry standard. Upon your written request, we will make available to you a copy of your database on a monthly basis via Tyler's SFTP (secure FTP) server for you to pull to your local site.

6.13 <u>Password Security.</u> Tyler warrants that, as of the Effective Date, no 'back door' password or other method of remote access by unauthorized persons into the Tyler Software code exists.

SECTION C - PROFESSIONAL SERVICES

- 1. <u>Professional Services</u>. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work. You will receive those services according to the mutually agreed-upon project plan, which outlines roles and responsibilities in project documentation. As set forth in the Statement of Work, we will finalize that documentation with you following execution of this Agreement. We will submit a draft for your review within fourteen (14) days of the project initiation meeting.
- 2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our agreed-upon Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. The Investment Summary contains a good faith estimate of the total costs for Professional Services required to implement the Statement of Work. Based on the information that Tyler has as of the Effective Date, the services in the Investment Summary are reasonably sufficient to deliver the mutually agreed scope of the project as documented in this Agreement. We will bill you the actual fees incurred based on the in-scope services provided to you according to the agreed-upon invoicing and payment policy. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
- 3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote. We agree not to perform any work pursuant to an addendum or change order without your specific authorization.
- 4. Personnel. We agree to maintain an adequate staff of experienced and qualified employees for efficient performance under this Agreement. In the event Tyler personnel provide services not conforming to the services warranties in this Agreement or do not have the experience or qualifications required, Tyler will be given a reasonable opportunity to correct the deficiency. Once Tyler has had a reasonable opportunity to correct the deficiency, if the deficiency persists, then Client may notify Tyler, demanding that the Tyler personnel be removed. In such a case, Tyler will identify a replacement within a commercially reasonable time, not to exceed thirty (30) days, and the. In the event Tyler disagrees with the Client's demand, the matter shall be referred to the Dispute Resolution Process of this Agreement. Notwithstanding the foregoing, Client and Tyler agree to work towards a mutually agreeable remedy in the event of a change in personnel, including



managing the effect upon the timelines and milestones set forth in the SOW and any project plans. Upon request, we will provide the Client with resumes of our personnel within 15 days of the kickoff date for each project phase as identified in the project plan. For purposes of this paragraph, the roles for these personnel shall be defined in the Statement of Work. Client acknowledges and agrees that our assignments are subject to its reasonable discretion. Client further agrees that it will not unreasonably request to change those assignments, in light of the proposed task and the complement of experience levels on the project team.

- 4. <u>Cancellation</u>. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel, with the exception if it's COVID related. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
- 5. <u>Services Warranty</u>. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
- 6. <u>Site Access and Requirements</u>. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
- 7. <u>Background Checks</u>. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire and are required to maintain familiarity and compliance with security responsibilities. All employees sign our confidentiality agreement and security policies. When employees leave employment with Tyler, a formal process is established to remove their physical and virtual access to Tyler's infrastructure immediately upon departure.
- 8. <u>Client Assistance</u>. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
 - 9. <u>Maintenance and Support</u>. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);



- 9.2 provide support during our established support hours;
- 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
- 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.
- 9.5 Tyler, in the performance of services, will comply with all applicable laws, ordinances, orders, decrees and regulations. The fees in the Investment Summary are based, in part, on the cost of compliance with applicable laws existing as of the time of the Effective Date. Should laws applicable to Tyler's performance under the Agreement change post-signature, Tyler reserves the right to seek a change order for the additional work, time and/or cost that may be required to comply with the new law, ordinance or regulation.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is mutually determined that the reason onsite support was required was a reason outside our control. If the parties dispute as to whether the reason onsite support was required, the dispute shall be referred to the dispute resolution process of this Agreement. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our thencurrent Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

10. <u>Tyler Software Acceptance</u>. The Client will use the following acceptance process for each Phase, as defined in the SOW. Client will have a minimum of a forty-five (45) calendar day "Test Period" to test the System in a live production environment for and report documented Priority Level 1 or 2 Defects. If there are no Priority Level 1 or 2 defects reported during the Test Period the Client shall issue "Acceptance." Upon Acceptance of the last Phase of the project, Client shall also grant "Project Closure." If Client reports a documented Priority Level 1 or 2 Defect during the Test Period, Client



will notify Tyler in writing. Tyler will correct the Priority Level 1 or 2 Defect(s) or provide a mutually agreeable plan for future resolution of any Priority Level 1 or 2 Defect(s). A dispute with respect to the plan shall be addressed pursuant to the Dispute Resolution Process of this Agreement. Upon resolution of a Priority Level 1 or 2 Defect during the Test Period, Client may re-perform testing for a maximum of fifteen (15) calendar days. This procedure shall repeat until all Priority Level 1 or 2 Defects have either been resolved or the Client and Tyler, reasonably cooperating, have developed a mutually agreeable schedule for Priority Level 1 or 2 Defect resolution, at which point the Client shall issue Project Closure.

11. <u>Video and Audio Recording</u>: Tyler will record trainings and or presentations upon Client request, provided Client uses said recordings solely for its own business purposes. All participants must be notified and agree to be recorded and will upload to your Kiteworks system or other secure FTP. The client recipient is responsible for ensuring that the recording adheres to all of the client's established protocols for sharing data.

SECTION D – THIRD PARTY PRODUCTS

- 1. <u>Third Party Hardware</u>. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our agreed-to Invoicing and Payment Policy.
- 2. <u>Third Party Software</u>. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

- 3.1 We are authorized by each Developer to grant access to the Third Party Software.
- 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
- 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
- 4. <u>Third Party Services</u>. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E – INVOICING AND PAYMENT; INVOICE DISPUTES

- 1. <u>Invoicing and Payment</u>. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
- 2. Invoice Disputes. If you believe any delivered software or service does not conform to the



warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

- 1. Term. The initial term of this Agreement is five (5) years, commencing on the first day of the first month following the date Tyler makes the SaaS environment available to you unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement may be renewed for additional one (1) year renewal terms upon mutual agreement of the parties. The Agreement will renewal for an additional one (1) year term, with Client's payment of a renewal invoice The length of the first renewal term shall be at least one (1) year, but may be longer upon mutual agreement. A renewal term longer than one (1) year will require an amendment to this Agreement. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
- 2. <u>Termination</u>. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 <u>For Cause</u>. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 <u>Force Majeure</u>. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 <u>Lack of Appropriations</u>. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty



- (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
- 2.5 <u>Termination by Mutual Agreement.</u> This Agreement may be terminated at any time during its Term upon mutual agreement by both Parties.
- 3. <u>Transition Services.</u> In the event of termination by either party, Client may request that Tyler provide reasonable transition services to assist with Client's migration to a new vendor of choice. The parties agree to work together in good faith to create a mutually agreeable scope for those services, to be provided at Tyler's then-current pricing. In no event shall Tyler be required to disclose any Tyler confidential information to any such new vendor but will reasonably cooperate in response to requests to provide information as such is commercially and reasonably available. Tyle may request that the new vendor or other third party sign an NDA if confidential information will be disclosed.
- 4. Return of Client Data. In the event of termination or expiration of this Agreement, and upon reasonable advance notice, Tyler shall promptly make all Client Data securely available to Client in the form of a copy of the database(s) hosted by Tyler or such other format as may be mutually agreed upon. Upon Client request, such Client Data will be provided no later than sixty (60) days prior to the date of expiration or termination, as applicable, (provided at least 10 days advance notice by Client) and again thirty (30) days after date of expiration or termination, as applicable.

SECTION G - INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

- 1. <u>Intellectual Property Infringement Indemnification.</u>
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
 - 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
 - 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software



is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 To the extent allowable by law, we will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement; or (c) our violation of the confidentiality obligations of this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 3. <u>DISCLAIMER</u>. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TWO (2) TIMES TOTAL FEES PAYABLE AS OF THE TIME OF THE CLAIM OR (B) DURING ANY RENEWAL TERM, TWO TIMES THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
- 5. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 6. <u>Insurance</u>. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General



Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request that shows the policy has not changed or been canceled, and that you are still listed as additional insured.

- 6.1 Cyber Liability Insurance. During the course of this Agreement, we agree to maintain Cyber Liability Insurance of at least \$1,000,000 for expenses or losses associated with a data breach or malicious software attack. Cyber liability insurance covers situations where our actions impact the data, services, and/or systems in the Client's environment. Covered costs may include attorney's fees, court-ordered judgments, and settlements associated with, but are not limited to data breach lawsuits where Client data and services maintained on Client's systems are compromised due to actions of Successful Proposer to support Client's system(s). The following coverages will include:
 - 6.1.1 First-party Cyber Liability: Cyber liability insurance reimburses Client for any ransom and for the cost of hiring someone to investigate and determine the source of the attack. Situations may include, but are not limited to data breach or cyberattack at software solutions provider business (e.g. hosting environment). Software provider's hosting client data/services are compromised resulting in:
 - i. Payment Card Industry (PCI) compliance fines
 - ii. Cyber extortion ransoms
 - iii. Digital forensic investigation
 - iv. Notifying affected customers
 - v. Credit and fraud monitoring services
 - vi. Public relations
 - vii. Business interruption expenses, such as hiring additional staff, renting equipment, or purchasing third-party services
 - 6.1.2 Third-party Cyber Liability: Third-party coverage will be required for a Successful Proposer providing data hosting and management services for the Client.
- 6.2 Technology Errors & Omissions Coverage: We shall present evidence of professional liability insurance covering mistakes and oversights and professional negligence when performing services on behalf of the Client.
- 6.3 Crime Coverage: We will provide evidence of coverage for fidelity, forgery or alteration, computer fraud, and fund transfer fraud.

SECTION H – GENERAL TERMS AND CONDITIONS

- 1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
- 2. <u>Optional Items</u>. Pricing for any listed optional products and services in the Investment Summary will be valid for twenty four (24) months from the Effective Date.



- 3. <u>Dispute Resolution</u>. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within fifteen (15) days of the written dispute notice, unless otherwise agreed. To the extent permitted by applicable law, all meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a State or Federal court with jurisdiction in Denton County, Texas. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
- 4. <u>Taxes</u>. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
- 5. <u>Nondiscrimination</u>. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
- 6. <u>E-Verify</u>. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
- 7. <u>Subcontractors</u>. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld. In the event of subcontracting, we shall assume sole responsibility for fulfillment of the terms and conditions of this Agreement, including but not limited to, the work of any subcontractors.
- 8. <u>Binding Effect; No Assignment</u>. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
- 9. <u>Force Majeure</u>. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the



cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

- 9.1. Within ten (10) calendar days after the cessation of the Force Majeure event, the party whose performance was delayed shall provide the other party with written notice of the time at which Force Majeure ceased and a complete explanation of all pertinent events pertaining to the entire Force Majeure situation.
- 9.2. Under no circumstances shall delays caused by a force majeure extend beyond forty five (45) days from the scheduled delivery or completion date of a task, unless prior written approval is received from the other party, with such approval not to be unreasonably withheld.
- 10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
- 11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
- 12. <u>Severability</u>. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
- 13. <u>No Waiver</u>. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
- 14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
- 15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing via email or mail and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
- 16. <u>Client Lists</u>. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials with advance written authorization by the Client that is revocable at any time



under the terms of notification provided in the Notices Section (H) 14.

- 17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
- 18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
- 19. <u>Business License</u>. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
- 20. <u>Governing Law.</u> This Agreement will be governed by and construed in accordance with the laws of Texas, without regard to its rules on conflicts of law.
- 21. <u>Multiple Originals and Authorized Signatures</u>. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that



- party to this Agreement.
- 22. <u>Cooperative Procurement</u>. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

23. Required Client Terms.

- 23.1. <u>Form 1295 Certificate</u>. Tyler agrees to comply with Texas Government Code, Section 2252.908. As a publicly traded company, Tyler is exempt from filing a certificate upon the Effective Date.
- 23.2. <u>Undocumented Workers Provision</u>. Tyler certifies that it 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, Tyler is convicted of a violation under 8 U.S.C. § 1324a(f), Tyler shall, if and as required by applicable law, repay the amount of any public subsidy provided under this Agreement to Tyler, plus six percent (6.0%), not later than the 120th day after the date the Client notifies Tyler of the violation.
- 23.3. Non-Boycott of Israel Provision. In accordance with Chapter 2270 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2270 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless Tyler is not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Tyler verifies that Tyler does not boycott Israel and will not boycott Israel during the Term of this Agreement.
- 23.4. <u>Prohibition on Contracts with Certain Companies Provision</u>. In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Tyler is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.
- 23.5. Verification Against Discrimination of Firearm or Ammunition Industries. Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if Tyler employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the Client, Tyler represents that: (1) Tyler does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) Tyler will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.
- 23.6. <u>Verification Against Discrimination Tyler Does Not Boycott Energy Companies</u>. Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg.



Session (2021) (effective September 1, 2021)) unless otherwise exempt, if Tyler employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the Town, Tyler represents that: (1) Tyler does not boycott energy companies; and (2) Tyler will not boycott energy companies during the Term of this Agreement.

24.	Contract Documents and	l Ord	er of	Precede	<u>ence</u> . This Ag	greement includ	les the f	ollowing	g exhil	bits
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Exhibit A Investment Summary

Exhibit B Invoicing and Payment Policy

Schedule 1: Business Travel Policy

Exhibit C Service Level Agreement

Schedule 1: Support Call Process

Exhibit D Third Party Terms

Schedule 1: Hyperlinked Terms Schedule 2: DocOrigin Terms

Schedule 3: BMI EULA

Exhibit E Statement of Work

Exhibit F Socrata Terms and Conditions

Exibit G Tyler's Proposal (incorporated by reference)

In the event of a conflict in the various contract documents listed above, the conflicting language will be interpreted and resolved according to the following order of precedence:

- 24.1. Software as a Service Agreement Section A through I; Exhibits A through F
- 24.2. Exhibit F Tyler Proposal

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.	Town of Little Elm, Texas
Ву:	Ву:
Name:	Name:
Title:	
Date:	
Address for Notices:	Address for Notices:
Tyler Technologies, Inc.	Town of Little Elm
One Tyler Drive	100 W Eldorado Pkwy, Little Elm TX 75068
Yarmouth, ME 04096	ADDRESS
Attention: Chief Legal Officer	Attention:





Exhibit A Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

See Exhibit A

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Sales Quotation For

Town of Little Elm PO Box 129 Little Elm, TX 75068-0129 Phone: +1 (972) 294-1821 Quoted By: David Carll
Date: 10/26/2021
Quote Expiration: 12/31/2021

Quote Name: Town of Little Elm-ERP-Munis

Quote Number: 2021-127160-6

Quote Description: Town of Little Elm Tyler ERP Software 102621 v11

includes AM

SaaS			One Time Fees
Description	# Years	Annual Fee	Data Conversion
Financials			
Accounting/GL	5.0	\$15,756	\$12,600
Accounts Payable	5.0	\$5,452	\$0
BMI Asset Track Interface	5.0	\$1,363	\$0
BMI CollectIT Interface	5.0	\$1,363	\$0
Budgeting	5.0	\$5,452	\$0
Capital Assets	5.0	\$4,578	\$3,000
Cash Management	5.0	\$3,208	\$0
Contract Management	5.0	\$2,094	\$0
Employee Expense Reimbursement	5.0	\$2,332	\$0
eProcurement (Tyler Hosted)	5.0	\$1,935	\$0
Inventory	5.0	\$4,228	\$4,700
Project and Grant Accounting	5.0	\$3,695	\$0
Purchasing	5.0	\$7,986	\$2,700
Human Capital Management			
ExecuTime Advanced Scheduling - 136 Employees	5.0	\$3,845	\$0
ExecuTime Advance Scheduling Mobile Access	5.0	\$2,352	\$0
ExecuTime Time & Attendance - 353 Employees	5.0	\$4,998	\$0
ExecuTime Time and Attendance Mobile Access	5.0	\$3,003	\$0
Human Resources and Talent Management	5.0	\$5,589	\$7,000
Payroll w/ESS	5.0	\$6,872	\$11,800
Recruiting	5.0	\$1,258	\$0
Risk Management	5.0	\$1,445	\$0
Revenue			
Accounts Receivable	5.0	\$4,012	\$0
General Billing	5.0	\$2,639	\$0
Tyler Cashiering	5.0	\$7,007	\$0

UB Interface	5.0	\$2,279	\$0
Utility Billing CIS including Graphing Agent	5.0	\$10,084	\$27,200
Civic Services			
Asset Maintenance (30)	5.0	\$16,200	\$15,000
Asset Performance (10)	5.0	\$2,090	\$0
Citizen Self Service (Tyler Hosted)	5.0	\$2,129	\$0
MyCivic Bundle	5.0	\$6,400	\$0
Tyler 311/Incident Management	5.0	\$1,869	\$6,375
Tyler GIS - Site License	5.0	\$9,465	\$0
Tyler Notify includes 50,000 Msgs and 1,650 Mins per year	5.0	\$8,000	\$0
Data and Reporting			
Munis Analytics and Reporting w Executive Insights		\$19,626	\$0
Socrata Open Finance	5.0	\$8,000	\$0
Document Management			
Tyler Content Manager Auto Indexing and Redaction (SE)	5.0	\$2,285	\$0
Tyler Content Manager SE	5.0	\$7,869	\$0
Tyler Forms			
Tyler ReadyForms Processing (including Common Form Set)	5.0	\$5,965	\$0
Sub-Total:		\$204,723	\$90,375
Less Discount:		\$10,230	<i>\$0</i>
TOTAL:		\$194,493	\$90,375

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
•	•			
Civic Services - Onsite Hours	124	\$195	\$24,180	\$0
Civic Services - Remote Hours	348	\$163	\$56,724	\$0
Data and Reporting - Onsite Hours	20	\$195	\$3,900	\$0
Data and Reporting - Remote Hours	60	\$163	\$9,780	\$0
Document Management - Onsite Hours	12	\$195	\$2,340	\$0
Document Management - Remote Hours	36	\$163	\$5,868	\$0
Financials - Onsite Hours	180	\$195	\$35,100	\$0
Financials - Remote Hours	496	\$163	\$80,848	\$0
Human Capital Management - Onsite Hours	168	\$195	\$32,760	\$0
Human Capital Management - Remote Hours	488	\$163	\$79,544	\$0
Revenue - Onsite Hours	112	\$195	\$21,840	\$0
Revenue - Remote Hours	308	\$163	\$50,204	\$0
Tyler Forms Library - Utility Billing	1	\$3,500	\$3,500	\$0
Tyler Forms Work Order/Pick Ticket Library - 4 Forms	1	\$2,400	\$2,400	\$0
Munis Executive Insights Implementation	1	\$8,400	\$8,400	\$0
Install Fee - Socrata Open Finance	1	\$5,600	\$5,600	\$0
50% of Dedicated Project Manager (Monthly)	27	\$14,800	\$399,600	\$0
	Total:		\$822,588	\$0

Third Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Maintenance	Maintenence Discount	Total Maintenance
Cash Drawer	1	\$260	\$0	\$260	\$0	\$0	\$0
Hand Held Scanner - Model 1950GSR	1	\$450	\$0	\$450	\$0	\$0	\$0
Hand Held Scanner Stand	1	\$30	\$0	\$30	\$0	\$0	\$0
Printer (TM-S9000)	1	\$1,623	\$0	\$1,623	\$0	\$0	\$0
Tyler Secure Signature System with 2 Keys	1	\$1,650	\$0	\$1,650	\$0	\$0	\$0
BMI AssetTrak ARS Reconciliation Desktop Software	1	\$4,195	\$0	\$4,195	\$0	\$0	\$0
BMI CollectIT V2 Inventory Mobile Scanning Device Kit	1	\$3,250	\$0	\$3,250	\$0	\$0	\$0
BMI Transtrak Fixed Asset Receiving System	1	\$3,999	\$0	\$3,999	\$0	\$0	\$0
BMI AssetTrak ARS V3 Fixed Asset Mobile Scanning Device Kit - Munis/ATARS	1	\$2,790	\$0	\$2,790	\$0	\$0	\$0
BMI Mobile Scanning Device programmed with TransTrak	1	\$2,295	\$0	\$2,295	\$0	\$0	\$0
BMI PA692 3 Year Mobile Scanning Device Extended Service Contract	1	\$350	\$0	\$350	\$0	\$0	\$0
BMI USB Charging and Communications Cradle for PA 760	1	\$229	\$0	\$229	\$0	\$0	\$0
BMI Bar Code Printer Kit for CollectIT Inventory	1	\$795	\$0	\$795	\$0	\$0	\$0
BMI Desktop Bluetooth Barcode Scanner for Munis Inventory Issuing	1	\$399	\$0	\$399	\$0	\$0	\$0
TOTAL:				\$22,315			\$0

One Time Fees	Recurring Fees
\$0.00	\$0.00
	\$194,493.00
\$912,963.00	\$0.00
\$22,315.00	\$0.00
\$935,278.00	\$194,493.00
\$1,907,743.00	
\$53,430.00	
	\$0.00 \$912,963.00 \$22,315.00 \$935,278.00 \$1,907,743.00

Detailed Breakdown of Conversions (Included in contract total)

Description	Unit Price	Unit Discount	Extended Price
Conversion Services			
AC - Actuals	\$1,500	\$0	\$1,500
AC - Budgets	\$1,500	\$0	\$1,500
AC Standard COA	\$2,000	\$0	\$2,000
AP - Checks	\$2,600	\$0	\$2,600
AP - Invoice	\$3,400	\$0	\$3,400
AP Standard Master	\$1,600	\$0	\$1,600
CA Std Master	\$3,000	\$0	\$3,000
IN - Commodity Codes	\$1,200	\$0	\$1,200
IN Std Master	\$3,500	\$0	\$3,500
PR Payroll - Deductions	\$1,800	\$0	\$1,800
HR Human Resources - Certifications	\$1,400	\$0	\$1,400

Exhibit A	
Investment Summa	гу

	Total:		\$90,375
Tyler 311 / Tyler Incident Management	\$6,375	\$0	\$6,375
AM - WO History With Cost Data	\$4,500	\$0	\$4,500
AM - Closed WO History No Cost Data	\$4,500	\$0	\$4,500
AM - Work Order Asset	\$6,000	\$0	\$6,000
Utility Billing - Flat Inventory/Containers	\$3,600	\$0	\$3,600
Utility Billing - Budget Billing	\$3,600	\$0	\$3,600
Purchasing - Standard	\$2,700	\$0	\$2,700
Utility Billing - Standard	\$4,100	\$0	\$4,100
Utility Billing - Backflow	\$1,200	\$0	\$1,200
Utility Billing - Service Orders	\$2,300	\$0	\$2,300
Utility Billing - Balance Forward AR	\$5,600	\$0	\$5,600
Utility Billing - Consumption History	\$2,000	\$0	\$2,000
Utility Billing - Assessments	\$1,200	\$0	\$1,200
Utility Billing - Services	\$3,600	\$0	\$3,600
PR Payroll - Standard	\$2,000	\$0	\$2,000
PR Payroll - State Retirement Tables	\$1,400	\$0	\$1,400
HR Human Resources - Position Control	\$1,400	\$0	\$1,400
HR Human Resources - PM Action History	\$1,400	\$0	\$1,400
HR Human Resources - Recruiting	\$1,400	\$0	\$1,400
PR Payroll - Earning/Deduction Hist	\$2,500	\$0	\$2,500
PR Payroll - Check History	\$1,200	\$0	\$1,200
PR Payroll - Accumulators	\$1,400	\$0	\$1,400
PR Payroll - Accrual Balances	\$1,500	\$0	\$1,500
HR Human Resources - Education	\$1,400	\$0	\$1,40

Tyler SaaS / Subscription Discount Detail

Description	Annual Fee	Annual Fee Discount	Annual Fee Net
Financials			
Accounting/GL	\$15,756	\$788	\$14,968
Accounts Payable	\$5,452	\$273	\$5,179
BMI Asset Track Interface	\$1,363	\$68	\$1,295
BMI CollectIT Interface	\$1,363	\$68	\$1,295
Budgeting	\$5,452	\$273	\$5,179
Capital Assets	\$4,578	\$229	\$4,349
Cash Management	\$3,208	\$160	\$3,048
Contract Management	\$2,094	\$105	\$1,989
Employee Expense Reimbursement	\$2,332	\$117	\$2,215
eProcurement (Tyler Hosted)	\$1,935	\$97	\$1,838
Inventory	\$4,228	\$211	\$4,017
Project and Grant Accounting	\$3,695	\$185	\$3,510

Exhibit A	
Investment Summa	ary

Purchasing	\$7,986	\$399	\$7,587
Human Capital Management	4		
ExecuTime Advanced Scheduling - 136 Employees	\$3,845	\$192	\$3,653
ExecuTime Advance Scheduling Mobile Access	\$2,352	\$118	\$2,234
ExecuTime Time & Attendance - 353 Employees	\$4,998	\$250	\$4,748
ExecuTime Time and Attendance Mobile Access	\$3,003	\$150	\$2,853
Human Resources and Talent Management	\$5,589	\$279	\$5,310
Payroll w/ESS	\$6,872	\$344	\$6,528
Recruiting	\$1,258	\$63	\$1,195
Risk Management	\$1,445	\$72	\$1,373
Revenue			
Accounts Receivable	\$4,012	\$201	\$3,811
General Billing	\$2,639	\$132	\$2,507
Tyler Cashiering	\$7,007	\$350	\$6,657
UB Interface	\$2,279	\$114	\$2,165
Utility Billing CIS including Graphing Agent	\$10,084	\$504	\$9,580
Civic Services			
Asset Maintenance	\$16,200	-\$14,850	\$15,390
Asset Performance	\$2,090	-\$1,781	\$1,990
Citizen Self Service (Tyler Hosted)	\$2,129	\$106	\$2,023
MyCivic Bundle	\$6,400	\$320	\$6,080
Tyler 311/Incident Management	\$1,869	\$93	\$1,776
Tyler GIS - Site License	\$9,465	\$473	\$8,992
Tyler Notify includes 50,000 Msgs and 1,650 Mins per year	\$8,000	\$400	\$7,600
Data and Reporting			
Munis Analytics and Reporting w Executive Insights	\$19,626	\$981	\$18,645
Socrata Open Finance	\$8,000	\$400	\$7,600
Document Management			
Tyler Content Manager Auto Indexing and Redaction (SE)	\$2,285	\$114	\$2,171
Tyler Content Manager SE	\$7,869	\$393	\$7,476
Tyler Forms			
Tyler ReadyForms Processing (including Common Form Set)	\$5,965	\$298	\$5,667
	^	***	****

Total: \$204,723 \$10,230 \$194,493

Optional SaaS			One Time Fees
Description	Years	Annual Fee	Data Conversion
Financials			
Bid Management	5.0	\$2,622	\$0
Data and Reporting			
Comprehensive Annual Financial Report Statement Builder	5.0	\$7,057	\$0
Socrata Capital Projects Explorer	5.0	\$8,000	\$0
Munis Permits and Inspections API Toolkit	5.0	\$5,500	\$0
Tyler EAM API Toolkit	5.0	\$5,500	\$0
SnapLogic - Up to 5 Integrations	5.0	\$4,000	\$0
Document Management			
Tyler Content Manager Self-Service (SE)	5.0	\$2,857	\$0

Tyler Content Manager Enterprise	5.0	\$15,307	\$0
Tyler Content Manager Enterprise GIS Interface	5.0	\$1,714	\$0
	5.0	, ,	•
Tyler Content Manager Self-Service (Enterprise Edition)	5.0	\$2,857	\$0
Tyler Content Manager Web Services Interface Enterprise Edition	5.0	\$2,857	\$0
Tyler Content Manager WorkFlow Enterprise Edition	5.0	\$1,143	\$0
Tyler Content Manager Auto Indexing and Redaction (Enterprise Edition)	5.0	\$2,285	\$0
Tyler Meeting Manager	5.0	\$5,394	\$0
Tyler Cybersecurity			
Tyler Detect	5.0	\$22,000	\$0
Sub-Total:		\$89,093	\$ <i>0</i>
Total:		\$89,093	\$0

Optional Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Data and Reporting - Onsite Hours	276	\$195	\$53,820	\$0
Data and Reporting - Remote Hours	795	\$163	\$129,585	\$0
Document Management - Onsite Hours	48	\$195	\$9,360	\$0
Document Management - Remote Hours	104	\$163	\$16,952	\$0
Financials - Onsite Hours	8	\$195	\$1,560	\$0
Financials - Remote Hours	16	\$163	\$2,608	\$0
Source Code Escrow	1	\$1,500	\$1,500	\$0
Install Fee - Tyler Detect	1	\$1,000	\$1,000	\$0
Install Fee - Socrata Capital Projects Explorer	1	\$2,800	\$2,800	\$0
	Total:		\$219,185	\$0

Optional Third Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Maintenance	Maintenance Discount	Total Maintenance
Pattern Stream Automated Document System - Implementation	48	\$175	\$0	\$8,400	\$0	\$0	\$0
Pattern Stream Automated Document System	1	\$21,500	\$0	\$21,500	\$0	\$0	\$0
BMI RFID Asset Tag Reader - AssetTrak ARS	1	\$1,295	\$0	\$1,295	\$0	\$0	\$0
Pattern Stream Automated Document System - Maintenance	1	\$0	\$0	\$0	\$4,300	\$0	\$4,300
	Total:			\$31,195			\$4,300

Optional Detailed Breakdown of Conversions

Description	Hours	Unit Price Programming Fee	Extended Price
Conversion Services			
GB - Recurring Invoices		\$2,700	\$2,700
GB - Bills		\$4,000	\$4,000
GB Std CID		\$1,500	\$1,500
PG - Actuals		\$1,500	\$1,500
PG - Budgets		\$1,500	\$1,500

Exhibit A Investment Summary

PGA Standard		\$2,000	\$2,000
Contracts		\$4,000	\$4,000
	Total:		\$17,200
Unless otherwise indicated in the contract or amendme	nt thereto, pricing for optional items will be held		
for six (6) months from the Quote date or the Effective I	Date of the contract, whichever is later.		
Client Approval:	Date:		

P.O.#:

Print Name:

The Tyler Software Product Tyler ReadyForms Processing must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

The SaaS Tyler Ready Forms solution requires a 3rd party installation on a local print server or Windows server and is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: https://www.thinprint.com/en/legal-notes/eula/. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Payroll library includes: 1 PR check, 1 direct deposit, 1 vendor from payroll check, 1 vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

General Billing library includes: 1 invoice, 1 statement, 1 general billing receipt and 1 miscellaneous receipt.

Utility billing library includes: 1 Utility bill, 1 assessment, 1 UB receipt, 1 Lien letter, 1 UB delinquent notice, 1 door hanger and 1 final utility bill.

Includes digitizing two signatures, additional charges will apply for additional signatures.

Personnel Actions Forms Library includes: 1 Personnel Action form - New and 1 Personnel Action Form - Change.

Work Order & Pick Ticket Library includes: 1 Work Order - Services, 1 Work Order - Inventory, 1 Pick Ticket and 1 Delivery Ticket.

Tyler's pricing is based on the scope of proposed products and services being obtained from Tyler. Should portions of the scope of products or services be removed by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Tyler Content Manager SE includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

Tyler Content Manager Enterprise Edition includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1099M, 1099INT, 1099S, and 1099G.

Utility billing library includes: 1 Utility bill, 1 UB receipt, 1 UB delinquent notice, 1 door hanger and 1 final utility bill.

The Munis SaaS fees are based on 50 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

In the event a self-hosted customer opts to enroll as a beneficiary under Tyler's source code escrow agreement, Tyler will provide the paperwork required for enrollment. That self-hosted customer will be billed, on an annual basis, directly by Tyler's escrow agent, and all such fees must be paid directly to that escrow agent. Rates for subsequent years are subject to change at the discretion of Tyler's escrow agent.

BMI CollectIT V2 Inventory Mobile Scanning Device Kit: PA760 Rugged Mobile Scanning Device with 2D Imager, Includes: CollectIT V2 (Wi-Fi/Batch) Inventory Software MSD Users License, Munis Inventory Communicator Desktop Utility, 4G LTE ATT/TMobile, WLAN, Bluetooth 5.0, IP 67 Sealed, 6 ft Drop, GPS, Camera, Andriod 9 OS, Pistol Grip, USB C Cable with power supply, 2.2 GHz Octa-core Processor, 4GB Ram, 64GB Rom with Standard 1 year manufacturer's depot warranty. Includes: 1 year phone support & software upgrades, up to 4 hours of remote install/training via GoTo Meeting. Software support and upgrades renewal for CollectIT Inventory Software Included - \$295.00ea will be billed by BMI Systems Group after the first year. NOTE: Requires the Munis Web Services Inventory Module Interface.

BMI AssetTrak ARS Reconciliation Desktop Software. Manual Posting FA Updates to Munis FA Module. Includes: 1 year phone support & software upgrades, up to 4 hours of remote install/training via GoTo Meeting.Software support and upgrades renewal for AssetTrak ARS \$495.00 will be billed by BMI Systems Group after the first year. NOTE: Requires a BMI Mobile Scanning Device (PART # GBMIPA760ARSKT) and the Munis Capital Asset ASCII Interface.

Tyler Notify SaaS services will renew automatically for additional one (1) year terms at our then-current fee unless terminated in writing by either part at least thirty (30) days prior to the end of the then-current term. Unused minutes and texts expire at the end of each annual term.

Citizen Self-Service (Tyler Hosted) SaaS services will renew automatically for additional one (1) year terms at our then-current fee unless terminated in writing by either part at least thirty (30) days prior to the end of the then-current term.

eProcurement Self-Service (Tyler Hosted) SaaS services will renew automatically for additional one (1) year terms at our then-current fee unless terminated in writing by either part at least thirty (30) days prior to the end of the then-current term.

Utility Billing CIS includes the Graphing Agent.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.

Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.

As a new Tyler client, you are entitled to a 30-day trial of the Tyler Detect cybersecurity service. Please reference https://www.tylertech.com/services/tyler-detect for more information on the service and contact CybersecuritySales@tylertech.com to

initiate the trial.

PA760 Rugged Mobile Scanning Device with 2D Imager, Includes: AssetTrak ARS V3 (WiFi/Batch) Capital Asset Software MSD Users License, Munis Asset Communicator Desktop Utility, 4G LTE ATT/TMobile, WLAN, Bluetooth 5.0, IP 67 Sealed, 6 ft Drop, GPS, Camera, Andriod 9 OS, USB C Cable/Power supply, 2.2GHz Octa-core Processor, 4GB Ram, 64GB Rom with Standard 1 year manufacturer's depot warranty. Includes: 1 year phone support & software upgrades, up to 2 hours of remote install/training via GoTo Meeting. Software support and upgrades renewal for AssetTrak ARS Software Included - \$ 295.00ea will be billed by BMI Systems Group after the first year. NOTE: Does NOT require the above AssetTrak ARS Software Application (Part # - GBMIATARSKT). Requires the Munis Web Services Fixed Asset Module Interface.

TransTrak Mobile Fixed Asset Receiving Software, PA 692 Rugged Mobile Scanning Device with 1D Laser, WLAN, Bluetooth, Camera, WME 6.5 OS, Cradle, Power supply, 1 GHz Processor, 512 MB Ram, 512 MB Rom, TransTrak Desktop and MSD Software Licenses, Standard 1 year manufacturer's depot warranty. Includes: 1 year phone support & software upgrades, up to 4 hours of remote install/training via GoTo Meeting. Software support and upgrades renewal for TransTrak Mobile and Desktop Software is Included - \$ 249.00 will be billed by BMI Systems Group after the first year.Requires the Munis Fixed Asset ASCII Interface.

BMI Mobile Scanning Device programmed with TransTrak - Additional Scanner, PA692 Integrated 1D Laser, Battery, USB comcharging cable w/ps, 26 keypad, TransTrak V6 Mobile Scanning Device License.

BMI RFID Reader for AssetTrak CL-1862 Bluetooth RFID Reader programmed for AssetTrak ARS, 2 batteries, Power supply and 1 year manufacturer's warranty. Note: CL-1862 Interfaces to and requires a PA760 Mobile Scanning Device.

3-year/48-hour Repair/Replace and Ship, No Fault Extended Service Contract for PA692 (Includes PA692, Cable and Battery).

BMI USB Charging & Communications Crade for PA 760 - Single-Slot Charging & Communications Cradle with Ethernet for PA 760.

BMI Barcode Printer Kit - Includes - GoDEX 700i Thermal Transfer Printer, GoLabel Software with MUNIS Inventory Module Integration, 1 ribbon & 1 roll of 3" by 1" paper labels.

BMI Desktop Bluetooth Barcode Scanner - Unitech MS 340 Long Range CCD, Cordless -- Used for Desktop Walkup Inventory Issuing.

Each API Toolkit or Connector comes with 8 free hours of API Development Consulting hours. Each API Bundle comes with 16 free API Development Consulting hours. Additional hours can be purchased beyond this standard offering.

The cost for an additional concurrent user is \$1000.00 per user.



Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

<u>Invoicing</u>: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. <u>SaaS Fees</u>. SaaS Fees are invoiced on a quarterly basis, during the initial term of five (5) years. Thereafter, SaaS Fees will be invoiced on an annual basis. The first annual renewal after the initial five (5) year term is subject to a three percent (3%) cap on increases to the annual SaaS Fees. A subsequent annual renewal is subject to a five percent (5%) cap on increases to the annual SaaS Fees. Thereafter, your annual SaaS fees will be at our then-current rates.

ا		5. Therearter, your am
	Payment	Payment Amount
	Date	
	4/1/22	\$38,199.00
	7/1/22	\$38,199.00
	10/1/22	\$43,891.50
	1/1/23	\$48,623.25
	4/1/23	\$48,623.25
	7/1/23	\$48,623.25
	10/1/23	\$48,623.25
	1/1/24	\$48,623.25
	4/1/24	\$48,623.25
	7/1/24	\$48,623.25
	10/1/24	\$48,623.25
	1/1/25	\$48,623.25
	4/1/25	\$48,623.25
	7/1/25	\$48,623.25
	10/1/25	\$48,623.25
	1/1/26	\$48,623.25
	4/1/26	\$48,623.25
	7/1/26	\$48,623.25
	10/1/26	\$48,623.25
	1/1/27	\$48,623.25

2. Other Tyler Software and Services.



- 2.1 VPN Device: The fee for the VPN device will be invoiced upon installation of the VPN.
- 2.2 Implementation and Other Professional Services (including training): Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary. The foregoing notwithstanding, Tyler will retain ten percent (10%) of the fees for implementation hours delivered during a phase (hereafter, a "Retainage"), with such Retainage to be invoiced upon the completion of the applicable phase. Notwithstanding the foregoing, Tyler reserves the right to invoice for a Retainage if the Client elects to delay its live date by more than sixty (60) days and such delay is not caused by Tyler's failure to perform.
- 2.3 Consulting Services: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
- 2.4 Conversions: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance of the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
- 2.5 Requested Modifications to the Tyler Software: Requested modifications to the Tyler Software are invoiced 50% upon acceptance of specifications and 50% upon delivery and acceptance of the applicable modification. You must report any failure of the modification to conform to the specifications within sixty (60) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 60-day window has passed. You may still report Defects to us as set forth in this Agreement.
- 2.6 Other Fixed Price Services: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following the project kick-off meeting.
- 2.7 Annual Services: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products.

- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading



- 3.3 Third Party Hardware: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
- 4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

<u>Payment.</u> Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting <u>AR@tylertech.com</u>.





Exhibit B Schedule 1 Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.



2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.



Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon Lunch and dinner

Depart after 12:00 noon Dinner

Return Day

Return before 12:00 noon Breakfast

Return between 12:00 noon & 7:00 p.m. Breakfast and lunch

Return after 7:00 p.m.*

Breakfast, lunch and dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast 15% Lunch 25% Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

^{*7:00} p.m. is defined as direct travel time and does not include time taken to stop for dinner.



^{*7:00} p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.





Exhibit C Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. <u>Your Responsibilities</u>

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. <u>Our Responsibilities</u>

When our support team receives a call from you that Downtime has occurred or is occurring, we will work



with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations. In the event the parties do not reach agreement as to the Downtime actually experienced, the parties will refer the dispute to the Dispute Resolution Process of this Agreement

c. <u>Client Relief</u>

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule			
Actual Attainment	Client Relief		
99.99% - 99.50%	Remedial action will be taken		
99.49% - 98.50%	2%		
98.49% - 97.50%	4%		
97.49% - 96.50%	6%		
96.49% - 95.50%	6%		
Below 95.50%	10%		

^{*} Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.





Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support*:

- (1) Tyler Community an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone for urgent or complex questions, users receive toll-free, unlimited telephone software support.
 - * Channel availability may be limited for certain applications.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website www.tylertech.com for accessing client tools and other information including support contact information.
- (2) Tyler Community available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates where development activity is made available for client consumption.

Support Availability

Standard Support

Tyler Technologies standard support is available during the local business hours of 8 AM to 9 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Additionally, some clients may obtain support for certain Tyler solutions outside of standard times as further detailed below. Availability and cost of support outside of standard times is at Tyler's discretion. Tyler's holiday schedule is outlined below. There will be no standard support coverage on these days.



New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Support Outside of Standard Times

For clients who obtain 24 x 7 support, we will provide you with procedures for contacting support staff outside standard support times for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

For some Tyler solutions, we will also make commercially reasonable efforts to be available for one prescheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.



Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non- critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

(1) Level 1: front-line representatives



- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs. The Software Support Manager will make every effort to keep the client informed of progress towards resolution.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process, or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.





Exhibit D Third Party Terms

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Exhibit D Schedule 1 Hyperlinked Terms

<u>Pattern Stream Terms.</u> Your use of Pattern Stream software and services is subject to the terms found here: https://www.tylertech.com/terms/finite-matters-ltd-consolidated-terms. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Pattern Stream software or services, you agree that you have read, understood, and agree to such terms.

<u>Quatred Terms.</u> Your use of Quatred solutions is subject to the End User License Agreement terms found here: https://www.quatred.com/eula. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Quatred solutions provided to you by Tyler, you agree that you have read, understood, and agree to such terms.

<u>ThinPrint Terms.</u> Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: https://www.thinprint.com/en/legal-notes/eula/. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

<u>Twilio Acceptable Use Policy.</u> Your use of the Tyler solutions listed below includes functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at http://www.twilio.com/legal/aup. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

- Electronic Warrants
- Modria
- Odyssey Notifications Add On (text notifications)
- ReadySub
- Tyler ACFR
- Tyler Notify
- Tyler Jury Manager
- Tyler Supervision
- Virtual Court





Exhibit D Schedule 2 DocOrigin Terms

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ATTENTION: THE SOFTWARE PROVIDED UNDER THIS AGREEMENT IS BEING LICENSED TO YOU BY ECLIPSE CORPORATION WSL, INC. (Eclipse Corporation) AND IS NOT BEING SOLD. THIS SOFTWARE IS PROVIDED UNDER THE FOLLOWING AGREEMENT THAT SPECIFIES WHAT YOU MAY DO WITH THE SOFTWARE AND CONTAINS IMPORTANT LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES, AND LIABILITIES.

DocOrigin

SOFTWARE LICENSE

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("Agreement" or "EULA") is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this EULA as "You") and Eclipse Corporation WSL, Inc. referred to in this EULA as Eclipse Corporation, for the DocOrigin software product that accompanies this EULA, including any associated media, printed materials and electronic documentation (the "Software"). The Software also encompasses any software updates, add-on components, web services and/or supplements that may be provided to you or made available to you after the date you obtain the initial copy of the Software to the extent that such items are not accompanied by a separate license agreement or terms of use. If you receive the Software under separate terms from your distributor, those terms will take precedence over any conflicting terms of this EULA.

By installing, copying, downloading, accessing or otherwise using the Software, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install, access or use the Software; instead, you should remove the Software from all systems and receive a full refund.

IF YOU ARE AN AGENT OR EMPLOYEE OF ANOTHER ENTITY YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY'S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.

1. LICENSE TERMS

- 1.1 In this Agreement a "License Key" means any license key, activation code, or similar installation, access or usage control codes, including serial numbers digitally created and or provided by Eclipse Corporation, designed to provide unlocked access to the Software and its functionality.
- Evaluation License. Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You a limited, royalty-free, non-exclusive, non-transferable license to download and install a copy of the Software from www.docorigin.com on a single machine and use it on a royalty-free basis for no more than 120 days from the date of installation (the "Evaluation Period"). You may use the Software during the Evaluation Period solely for the purpose of testing and evaluating it to determine if You wish to obtain a commercial, production license for the Software. This evaluation license grant will automatically end on expiry of the Evaluation Period and you acknowledge and agree that Eclipse Corporation will be under no obligation to renew or extend the Evaluation Period. If you wish to continue using the Software You may, on payment of the applicable fees, upgrade to a full license (as further described in section 1.3 below) on the terms of this Agreement and will be issued with a License Key for the same. If you do not wish to continue to license the Software after expiry of the Evaluation Period, then You agree to comply with the termination obligations set out in section [7.3] of this Agreement. For greater certainty, any document generated by you under an evaluation license will have a 'spoiler' or watermark on the output document. Documents generated by DocOrigin software that has a valid license key file also installed will not have the 'spoiler' produced. You are not permitted to remove the watermark or 'spoiler' from documents generated using the software under an evaluation license.
- 1.3 Development and Testing Licenses. Development and testing licenses are available for purchase through authorized distributors and resellers of Eclipse Corporation only. Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You, a perpetual (subject to termination by Eclipse Corporation due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide



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- 1.4 Production Licenses. Production licenses are available for purchase through authorized distributors and resellers of Eclipse Corporation only. Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You, a perpetual (subject to termination by Eclipse Corporation due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sub-license able license to use the Software in accordance with the license type purchased by you as set out on your purchase order as further described below. For greater certainty, unless otherwise agreed in a purchase order concluded with an approved distributor of the Software, and approved by Eclipse Corporation, the default license to the Software is a per-CPU license as described in A. below:
 - A. Per-CPU. The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer. Virtual Machines ("VM's") are considered as a server. Installing and configuring the software on multiple VM's requires one license per VM server. An enterprise license is available upon request. Pricing varies based on the size of the company.
 - B. Per-Document. This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance, a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.
 - C. Per-Surface. This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance, a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.
- 1.5 Disaster Recovery License. You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.
- 1.6 Backup Copies. After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.
- 1.7 Third-Party Software License Rights. If a separate license agreement pertaining to an item of third-party software is: delivered to You with the Software, included in the Software download package, or referenced in any material that is provided with the Software, then such separate license agreement shall govern Your use of that item or version of Third-Party Software. Your rights in respect to any third-party software, third-party data, third-party software or other third-party content provided with the Software shall be limited to those rights necessary to operate the Software as permitted by this Agreement. No other rights in the Software or third-party software are granted to You.



2. LICENSE RESTRICTIONS

Any copies of the Software shall include all trademarks, copyright notices, restricted rights legends, proprietary markings and the like exactly as they appear on the copy of the Software originally provided to You. You may not remove or alter any copyright, trademark and/or proprietary notices marked on any part of the Software or related documentation and must reproduce all such notices on all authorized copies of the Software and related documentation. You shall not sublicense, distribute or otherwise make the Software available to any third party (including, without limitation, any contractor, franchisee, agent or dealer) without first obtaining the written agreement of (a) Eclipse Corporation to that use, and (b) such third party to comply with this Agreement. You further agree not to (i) rent, lease, sell, sublicense, assign, or otherwise transfer the Software to anyone else; (ii) directly or indirectly use the Software or any information about the Software in the development of any software that is competitive with the Software, or (iii) use the Software to operate or as a part of a time-sharing service, outsourcing service, service bureau, application service provider or managed service provider offering. You further agree not to reverse engineer, decompile, or disassemble the Software.

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- 3.1 During the validity period of Your License Key, You will be entitled to download the latest version of the Software from the DocOrigin website www.docorigin.com. Use of any updates provided to You shall be governed by the terms and conditions of this Agreement. Eclipse Corporation reserves the right at any time to not release or to discontinue release of any Software and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the Software.
- 3.2 On expiry of your maintenance and support contract, you will have the right to continue using the current version(s) of the Software which you downloaded prior to the date of expiry of your License Key. However, you will need to renew maintenance and support in order to receive a new License Key that will unlock the more current version(s) of the Software. For greater certainty, if you attempt to use an expired License Key to download the latest version of the Software, the Software will revert to being a locked, evaluation copy of that version of the Software.

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5. DISCLAIMER OF WARRANTIES.

TO THE GREATEST EXTENT PERMITTED BY LAW, THE LICENSED SOFTWARE AND TECHNICAL SUPPORT PROVIDED BY ECLIPSE CORPORATION HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT OR SERVICE PROVIDED UNDER THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT BY ECLIPSE CORPORATION ECLIPSE CORPORATION DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS OF QUALITY, MERCHANTABLE QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ECLIPSE CORPORATION DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE SHALL MEET ANY OR ALL OF YOUR PARTICULAR REQUIREMENTS, THAT THE SOFTWARE WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR THAT ALL ERRORS OR DEFECTS IN THE SOFTWARE CAN BE FOUND OR CORRECTED.

In certain jurisdictions, some or all of the provisions in this Section may not be effective or the applicable law may mandate a more extensive warranty in which case the applicable law will prevail over this Agreement.



INDEMNIFICATION & LIMITATIONS OF LIABILITY.

- 6.1 Eclipse Corporation shall defend and/or settle at its expense, any claims, actions, allegations or proceedings against You to the extent arising out of or relating to misappropriation or infringement by the Software of any third party's proprietary or intellectual property right ("Claims"), and Eclipse Corporation shall pay all damages finally awarded by a court of competent jurisdiction to such third party against You, or any settlement amounts agreed by Eclipse Corporation; subject to the conditions that, You shall notify Eclipse Corporation promptly of any You Claims, permit Eclipse Corporation to control the defense and settlement of such Claims and assist Eclipse Corporation, at Eclipse Corporation's expense, in defending or settling such Claims. Eclipse Corporation shall not be liable for any settlement amounts entered into by You without Eclipse Corporation's prior written approval. If Eclipse Corporation has reason to believe that it would be subject to an injunction or continuing damages based on the Software, then Eclipse Corporation may (and if Eclipse Corporation or any of its customers or third party software suppliers is subject to an injunction or continuing damages based on the Software), then notwithstanding any other provision in this Agreement, Eclipse Corporation shall be entitled to either modify the Software to make it non-infringing and/or remove the misappropriated material, replace the Software or portion thereof with a service or materials that provide substantially the same functionality or information, or, if neither of the foregoing is commercially practicable, require You to cease using the Software and refund to You (a) a pro rata portion of any one (1) time fees (based on a three (3) year, straight-line depreciation schedule from the date of payment), and (b) any fees that have been pre-paid by You but are unused. The foregoing notwithstanding, Eclipse Corporation shall have no liability for a claim of infringement or misappropriation to the extent caused by (i) the combination of the Software with any other service, software, data or products not provided or approved by Eclipse Corporation; or (ii) the use of any material provided by You or any end users, (iii) any breach by You of this Agreement. THE FOREGOING IS ECLIPSE CORPORATION'S SOLE AND EXCLUSIVE LIABILITY, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.
- TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ECLIPSE CORPORATION BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, LEGAL EXPENSES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOST OR DAMAGED DATA, LOSS OF COMPUTER TIME, COST OF SUBSTITUTE GOODS OR SERVICES, OR FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ECLIPSE CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.
- 6.2 THE ENTIRE LIABILITY OF ECLIPSE CORPORATION AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SOFTWARE AND TECHNICAL SUPPORT AND ANY OTHER PRODUCTS OR SERVICES SUPPLIED BY ECLIPSE CORPORATION IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, WILL BE LIMITED IN THE AGGREGATE TO THE AMOUNTS PAID BY YOU FOR THE SOFTWARE, TECHNICAL SUPPORT OR SERVICES GIVING RISE TO THE CLAIM.
- 6.3 THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT BUT FOR THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY, NEITHER ECLIPSE CORPORATION NOR ANY OF ITS LICENSORS OR SUPPLIERS WOULD GRANT THE RIGHTS GRANTED IN THIS AGREEMENT.

7. TERM AND TERMINATION

- 7.1 The term of this Agreement will begin on download of the Software and, in respect of an Evaluation License, shall continue for the Evaluation Period, and in respect of all other license types defined in Section 1, shall continue for as long as You use the Software, unless earlier terminated sooner under this section 7.
- 7.2 Eclipse Corporation may terminate this Agreement in the event of any breach by You if such breach has not been cured within thirty (30) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to Eclipse Corporation or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to Eclipse Corporation or its distributor.



7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within thirty (30) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to Eclipse Corporation

8. GENERAL PROVISIONS

- 8.1 No Waiver. No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.
- 8.2 Severability. If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.
- 8.3 Assignment. You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without Eclipse Corporation 's prior written consent. Eclipse Corporation may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.
- 8.4 Governing Law and Venue if You are located in the USA. This Agreement shall be governed by the laws of the State of Texas if You are located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the State of Texas shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.5 Governing Law and Venue if You are not located in the USA. This Agreement shall be governed by the laws of the Province of Ontario in Canada if You are not located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario in Canada shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.6 Entire Agreement. This Agreement is the entire understanding and agreement between You and Eclipse Corporation with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by Eclipse Corporation from time to time and the most recent version of the Agreement will be available on the Eclipse Corporation website www.docorigin.com.

Last Updated: July 22, 2017





Exhibit D Schedule 3 BMI End User License Agreement

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Exhibit F Socrata Software as a Service Terms and Conditions

SECTION A – DEFINITIONS

Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

- "Agreement" means the agreement under which Tyler has licensed and/or provided access to the Tyler Software Products to Client.
- "Alert" means a message that is delivered when Client-defined thresholds are exceeded.
- "API" means application-programming interface.
- "Client" means Little Elm, Texas
- "Client Data" means data, datasets, files, information, content and links uploaded or provided by Client through the use of the SaaS Services, but excluding Third Party Services.
- "Confidential Information" means nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., Social Security numbers) and trade secrets, each as defined by applicable state law.
- "Dataset" means physical collection of information, typically modeled as a table of rows and columns of data.
- "Data Storage" means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- "External API Calls" means any request made by a user that is not logged in against a SaaS Service. If applicable, the number of External API calls that are authorized are identified in the Investment Summary.
- "Monthly Active Users" means a user that is logged in and accesses the SaaS Services
 more than ten times per month. If applicable, the number of Monthly Active Users that
 are authorized to use the SaaS Services for the Agreement are identified in the
 Investment Summary.
- "SaaS Fees" means the fees for the SaaS Services identified in the Investment Summary.

 SaaS Fees may be listed or referred to as Recurring Fees in the Investment Summary.
- "SaaS Services" means Socrata's off the shelf, cloud-based software service and related services, including support services, as specified under this Socrata Agreement. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- "SLA" means the service level agreement described in Section C of this Socrata Agreement.
- "Socrata Agreement" means this Socrata Software as a Service Terms and Conditions.



- "Socrata" means Socrata, a wholly owned subsidiary of Tyler Technologies, Inc., a Delaware corporation.
- "Third-Party Services" means if any, third-party web-based services or platforms, including but not limited to third party stock photos and third-party map location services which are provided at no additional charge to you through this Socrata Agreement.
- "we", "us", "our" and similar terms mean Tyler.
- "you" and similar terms mean Client.

SECTION B – SAAS SERVICES

- 1. <u>Rights Granted</u>. Tyler grants to Client the non-exclusive, non-assignable limited right to use the Socrata Executive Insights and Socrata Open Finance product(s) on a subscription basis according to the terms of this Socrata Agreement and the SLA. Client may access updates and enhancements to the product, as described in Section C(1).
- 2. SaaS Fees. Client agrees to pay Tyler the SaaS Fees. Those amounts are payable in accordance with Tyler's Invoicing and Payment Policy. The SaaS Fees are based on the number of Monthly Active Users, API usage, Alerts, and the amount of Data Storage required. Client acknowledges that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue your access to the SaaS Services. We may also terminate this Socrata Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

3. Ownership.

- 3.1 Tyler retains all ownership and intellectual property rights to the SaaS Services.
- 3.2 When Client uploads or provides Client Data to the Socrata SaaS platform, Client grants to Tyler a perpetual non-exclusive, worldwide, royalty-free, sub-licensable, and transferable license to use, reproduce, publicly display, distribute, modify, create derivative works of, and translate the Client Data as needed in response to a Monthly Active User's use of the SaaS Services.
- 3.3 The SaaS Services provide you with functionality to make all or part of Client Data available to the general public through one or more public facing websites. Client determines which Client Data is shared publicly, and Client is solely responsible for determining the online terms of use and licenses relative to the use by public users ("Public User") of Client Data, and the enforcement thereof. Once an internal user makes Client Data publicly available using the SaaS Services, Tyler has no control over a Public User's use, distribution, or misuse of Client Data. Tyler has no liability or obligation to indemnify for such usage. Users have the ability within the SaaS Services to remove the public permissions applied to Client Data.
- 3.4 Tyler reserves the right to develop derivative data assets based on Client's publicly available data. These uses might include but aren't necessarily limited to: aggregating and summarizing data; normalizing, standardizing and concatenating data to create new regional or national data assets; and developing key performance indicators and benchmarks.
- 3.5 While Tyler agrees to never commercially sell data Client makes publicly available, we reserve



- the right to commercially sell derivative data assets we create based on Client's public data.
- 3.6 Tyler may develop derivative data assets and insights based on aggregated, anonymized views of Client's internally accessible private data for the purposes of the enhancement of the SaaS Services, aggregated statistical analysis, technical support and other internal business purposes.
- 3.7 Client retains all ownership and intellectual property rights to the Client Data. Client expressly recognizes that except to the extent necessary to carry out our obligations contained in this Socrata Agreement, Tyler does not create or endorse any data used in connection with the SaaS Services. During the term of the Socrata Agreement, Client may export Client Data as allowed by the functionality within the SaaS Services.
- 3.8 If Client provides feedback, information, and/or or suggestions about the SaaS Services, or any other services provided hereunder, then Tyler (and those it allows to use its technology) may use such feedback, information, and/or suggestions under a royalty-free, paid-up, and irrevocable license without obligation to Client.

4. Restrictions.

- 4.1 You may not: (a) except as explicitly provided for herein, make the SaaS Services or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services or Documentation available to any third party other than as expressly permitted by this Socrata Agreement; (e) use the SaaS Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third party rights; (f) interfere with or disrupt the integrity or performance of the SaaS Services (including without limitation, vulnerability scanning, penetration testing or other manual or automated simulations of adversarial actions, without Tyler's prior written consent); or (g) attempt to gain unauthorized access to the SaaS Services or its related systems or networks.
- 4.2 Client acknowledges and understands that the Socrata SaaS Services are not designed to serve as the system of record and shall not be used in a manner where the interruption of the SaaS Services could cause personal injury (including death) or property damage. The SaaS Services are not designed to process or store CJIS, PHI or other sensitive data, and by using the Socrata SaaS Services, you acknowledge and agree that you are using the Socrata SaaS Services at your own risk and that you are solely responsible for use of data with the SaaS Services in any manner that is contrary to the uses for which the Socrata SaaS Services are designed and offered for use in this Agreement.
- 4.3 Although we have no obligation to screen, edit or monitor the Client Data or Public User content posted on SaaS Services, if, in our reasonable judgment, we discover your use of the SaaS Services threatens the security, integrity, stability, or availability of the SaaS Services, or is otherwise in violation of this Socrata Agreement, we may temporarily suspend the SaaS



Services, or Monthly Active Users' access thereto. Unless Client has conducted penetration testing or unscheduled performance testing, Tyler will use commercially reasonable efforts to provide Client with notice and an opportunity to remedy such violation or threat prior to such suspension. Any penetration testing or unscheduled performance testing conducted by Client will result in immediate suspension of the SaaS Services.

- 5. Reservation of Rights. The SaaS Services, other services, workflow processes, user interface, designs, and other technologies provided by Tyler pursuant to this Socrata Agreement are the proprietary property of Tyler and its licensors. All right, title and interest in and to such items, including all associated intellectual property rights, remain only with Tyler. Client may not remove or modify any proprietary marking or restrictive legends from items or services provided under this Socrata Agreement. Tyler reserves all rights unless otherwise expressly granted in this Socrata Agreement.
- 6. Access and Usage by Internal Client Users and Contractors. You may allow your internal users and third party contractors to access the SaaS Services and any technical or policy controls, in compliance with the terms of this Socrata Agreement, which access must be for your sole benefit. You are responsible for the compliance with this Socrata Agreement by your internal users and contractors.
- 7. Your Responsibilities. Client (a) must keep its passwords secure and confidential; (b) is solely responsible for all activity occurring under its account; (c) must use commercially reasonable efforts to prevent unauthorized access to its account and notify Tyler promptly of any such unauthorized access; (d) may use the SaaS Services only in accordance with the Documentation; and (e) shall comply with all federal, state and local laws, regulations and policies of Client, as to its use of the SaaS Services, Client Data, and instructions to Tyler regarding the same.
- 8. <u>Client Data Backup</u>. Client is providing Socrata a copy of Client Data. Any laws and regulations governing Client for retention of Client Data remains Client's responsibility. CLIENT IS SOLELY RESPONSIBLE FOR BACKING UP CLIENT DATA unless otherwise specially agreed in writing between Tyler and Client.
- 9. Return of Client Data. Upon request, Tyler will make the SaaS Services available to Client to export Client Data for a period of sixty (60) days following the termination of this Socrata Agreement. After such sixty (60) day period has expired, we have no obligation to maintain Client Data and may destroy the Client Data.
- 10. <u>APIs</u>. Tyler will provide access to the applicable application-programming interface ("API") as part of the SaaS Services under the terms of this Socrata Agreement. Subject to the other terms of this Socrata Agreement, Tyler grants Client a non-exclusive, nontransferable, terminable license to interact only with the SaaS Services as allowed by the current APIs.
 - a. Client may not use the APIs in a manner--as reasonably determined by Tyler--that exceeds the purposes defined in the Investment Summary, constitutes excessive or abusive usage, or fails to comply with any part of the APIs. If any of these occur, Tyler can suspend or terminate Client's access to the APIs on a temporary or permanent basis.
 - b. Tyler may change or remove existing endpoints or fields in API results upon at least 30 days'



- notice to Client, but Tyler will use commercially reasonable efforts to support the previous version of the APIs for at least 6 months from deprecation notice. Tyler may add new endpoints or fields in API results without prior notice to Client.
- c. The APIs may be used to connect the SaaS Services to certain hosted or on premise software applications not provided by Tyler ("Non-Tyler Applications"). Client is solely responsible for development, license, access to and support of Non-Tyler Applications, and Client's obligations under this Socrata Agreement are not contingent on access to or availability of any Non-Tyler Application.
- d. Any open source code provided is provided as a convenience to you. Such open source code is provided AS IS and is governed by the applicable open source license that applies to such code; provided, however, that any such open source licenses will not materially interfere or prohibit Client's limited right to use the SaaS Services for its internal business purposes.
- 11. <u>Data Security Measures</u>. In order to protect your Confidential Information, we will: (a) implement and maintain all reasonable security measures appropriate to the nature of the Confidential Information including without limitation, technical, physical, administrative and organizational controls, and will maintain the confidentiality, security and integrity of such Confidential Information; (b) implement and maintain industry standard systems and procedures for detecting, mitigating, and responding to attacks, intrusions, or other systems failures and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; (c) designate an employee or employees to coordinate implementation and maintenance of its Security Measures (as defined below); and (d) identify reasonably foreseeable internal and external risks to the security, availability, confidentiality, and integrity of Confidential Information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks (collectively, Security Measures). Client acknowledges and agrees that Tyler's obligations with respect to Security Measures is subject to Section B(4.2) above.
- 12. Notice of Data Breach. If Tyler knows that Confidential Information has been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this Socrata Agreement, we will alert Client of any such data breach in accordance with applicable law, and take such actions as may be necessary to preserve forensic evidence and return the SaaS Services to standard operability. If so required, Tyler will provide notice in accordance with applicable federal or State data breach notification laws.
- 13. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Socrata Agreement, may be exposed to Confidential Information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential Information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., Social Security numbers) and trade secrets, each as defined by applicable state law ("Confidential Information"). Each party agrees that it will not disclose any Confidential Information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Socrata Agreement. This obligation of confidentiality will not apply to



information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Socrata Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Socrata Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

SECTION C – OTHER SERVICES

- 1. Service Level Agreement (SLA) & Warranty.
 - 1.1 Service Warranty. Tyler warrants to Client that the functionality or features of the SaaS Services will substantially perform as communicated to Client in writing, or their functional equivalent, but Tyler has the right to update functionality. The support policies may change but will not materially degrade during the term. Tyler may deprecate features upon at least 30 days' notice to Client, but Tyler will use commercially reasonable efforts to support the previous features for at least 6 months following the deprecation notice. The deprecation notice will be posted at https://support.socrata.com.
 - 1.2 <u>Uptime Service Level Warranty</u>. We will use commercially reasonable efforts to maintain the online availability of the SaaS Service for a minimum of availability in any given month as provided in the chart below (excluding maintenance scheduled downtime, outages beyond our reasonable control, and outages that result from any issues caused by you, your technology or your suppliers or contractors, Service is not in the production environment, you are in breach of this Socrata Agreement, or you have not pre-paid for SaaS Fees for the Software as a Service in the month in which the failure occurred).

Availability SLA	Credit
99.9%	3% of monthly fee for each full hour of an outage that adversely impacted Client's access or use of the SaaS Services (beyond the warranty).

Maximum amount of the credit is 100% of the prorated SaaS Service Fees for such month, or \$1,800.00, whichever is less, and the minimum credit cannot be less than \$100.00.

1.3 <u>Limited Remedy</u>. Your exclusive remedy and our sole obligation for our failure to meet the warranty under Section C(8.2) is the provision by us of the credit for the applicable month, as provided in the chart above (if this Socrata Agreement is not renewed then a refund in the amount of the credit owed); provided that you notify us of such breach of the warranty within



thirty (30) days of the end of that month.

SECTION D – THIRD-PARTY SERVICES

- Third -Party Services. Client may be provided with access and usage of Third-Party Services through
 use of the SaaS Services. Client must agree to such Third-Party Service contracts if Client chooses to
 use those Third-Party Services. Third-Party Services will be solely governed by such Third-Party
 Service contracts.
- 2. <u>Disclaimer</u>. You acknowledge that we are not the provider of any Third-Party Services. We do not warrant or guarantee the performance of the Third-Party Services.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

- 1. <u>Invoicing and Payment</u>. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary, subject to Section E(2).
- 2. Invoice Disputes. If you believe any delivered item does not conform to the warranties in this Socrata Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F - TERM

Term. The initial term of this Socrata Agreement is for one (1) year from the first day of the first
month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of
the initial term, this Socrata Agreement will renew automatically for additional one (1) year renewal
terms unless terminated in writing by either party at least sixty (60) days prior to the end of the
then-current renewal term. Your right to access or use the SaaS Services will terminate at the end of
this Socrata Agreement.

SECTION G -LIMITATION OF LIABILITY

1. <u>DISCLAIMER</u>. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS SOCRATA AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. WHILE TYLER TAKES



REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE SAAS SERVICES, TYLER DOES NOT GUARANTEE THAT THE SAAS SERVICES CANNOT BE COMPROMISED. YOU UNDERSTAND THAT THE SAAS SERVICES MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.

- 2. LIMITATION OF LIABILITY. OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS SOCRATA AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE THEN-CURRENT ANNUAL SOCRATA SAAS FEES PAYABLE BY YOU. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS SOCRATA AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO THE INDEMNIFICATION OBLIGATIONS UNDER THE AGREEMENT.
- 3. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.





Date: 11/02/2021

Agenda Item #: 7. A.

Department: Administrative Services

Strategic Goal: Ensure excellence in public services while keeping up with the growth in the

community

Staff Contact: Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Continue a Public Hearing for the Spiritas Ranch East Public Improvement District in Accordance with Chapter 372 of the Texas Local Government Code.

Public Hearing Continued:

Receive Public Comments:

Close Public Hearing:

DESCRIPTION:

On August 26, 2021, Robert G. Penley and Faith and Robert G. Penley, Sr., submitted and filed with the Town Secretary of Little Elm, a petition for the establishment of the Spiritas Ranch East Public Improvement District for the property within the Town. On September 21, 2021, Resolution No. 0921202101 set the date for the Public Hearing for October 19, 2021.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends continuing the Public Hearing for discussion of the creation of the Spiritas Ranch East Public Improvement District until November 16, 2021.



Date: 11/02/2021

Agenda Item #: 7. B.

Department: Development Services

Strategic Goal: Promote and expand Little Elm's identity

Staff Contact: Fred Gibbs, Director of Development Services

AGENDA ITEM:

Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1642 Regarding a** Request to Rezone Approximately 8.9 Acres of Land, Currently Zoned as Light Commercial, Generally Located on the Southeast Corner of the Intersection of King Road and Witt Road, within Little Elm's Town Limits, in Order to Establish a New Planned Development District Based on Single Family 4 (SF4) District, to Allow a New Single Family Residential Subdivision with Modified Development Standards.

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1642:

DESCRIPTION:

Location. Generally located on the southeast corner of the intersection of King Road and Witt Road, within Little Elm's town limits.

Background. Subject property consists of two lots, totaling 8.9 acres, zoned Light Commercial (LC), currently improved with two barns and operating as an agricultural use. The subject property is directly adjacent to the new single family residential development known as Kings Court, and the proposed development mirrors the area and standards provided within the Kings Court PD-SF4 Ordinance. The proposed development will also provide an internal street and trail connection to the adjacent development.

The applicant is in the process of acquiring the subject property for the purposes of developing a 47-lot single-family, residential development, mirroring the adjacent residential subdivision, with the intention to join the existing HOA. The proposed development does not perfectly fit into any of the Town's existing zoning districts, therefore, the applicant is requesting a Planned Development (PD) district, based on the existing Single-Family 4 (SF4) zoning district with modified development standards in order to allow for this type of residential development product.

Proposal. The proposed project consists of 47 owner-occupied single family residential dwelling units with a detention pond along the northern portion of the development proposed as a dedicated open space with amenities. The proposed residential density is under six units per gross acre (du/ac).

The applicant is proposing Single-Family 4 (SF4) as the base zoning district, with modified development standards, mirroring the adjacent Kings Court development, as outlined in the following sections. The new Planned Development (PD) district includes development plans and multiple exhibits that will be incorporated into the PD as part of the overall requirements.

Uses. Proposed permitted uses will include the uses currently allowed under SF-4 zoning, primarily single family detached homes.

Area Requirements. The applicant is requesting the following setback and area requirements waivers:

Minimum Front Yard Setback 20 feet instead of 25 feet
Minimum Side Yard Setback 5 feet instead of 6 feet
Minimum Side Yard Setback on Corner lots 10 feet, instead of—28 feet
Minimum Rear Yard Setback 15 feet instead of 20 feet
Minimum Lot Width 40 feet instead of 60 feet

Minimum Lot Area 4,600 square feet instead of 6,000 square feet

Design Standards. The minimum design elements listed in Section 106.06.03 Architectural Standards for Residential Structures will apply unless stated otherwise or shown in the PD exhibits. Some of the major design standards are proposed as follow:

Minimum masonry requirement. All exterior facades will be 100% masonry (brick and stone). Cementitious fiberboard, cedar trim or engineered wood may also be used for architectural features, including window box-outs, bay windows, roof dormers, columns, chimneys not part of an exterior wall or other architectural features approved by the Director.

Doors. Garage doors shall be painted or stained cedar wood doors and front entry doors shall be eight feet in height.

Elevation repetition. Each unique house elevation and brick color shall not be repeated on the lot most directly across the street, nor shall it be repeated on three lots in either direction on the same side of the street.

Gifts to the Street. All homes shall include at least six (6) of the architectural design features listed in Section 106.06.03(c). Decorative driveway paving (e.g. salt finish, exposed aggregate, or other treatments approved by the Town's building official) is required for all homes. All front yard landscape beds and side yard landscape beds shall be enclosed by masonry edging comprised of brick and/or stone. No less than 25% of homes shall have a covered front patio.

Landscaping and Screening. The proposed PD will follow all landscape requirements per Sections 106.06.11 – 106.06.16 of the Code of Ordinances for residential landscape requirements for a single-family development. The proposed plans provide a 20-foot landscape and wall buffer along the King Road and Witt Road perimeter of the development, and exclude a rear landscape buffer along adjacent residential property. The plans also provide for the continuation of the six-foot trail at the intersection of King Road and Witt Road and along the western boundary of the proposed development.

The existing adjacent residential development, King Court, provides a six-foot masonry screening wall along King Road. Therefore, in order to provide consistency, the applicant is proposing to match the six-foot masonry wall adjacent to King Road and Witt Road. The applicant is also proposing to provide an eight-foot solid masonry wall along the adjacent commercial property to the south, with additional landscape buffering.

Parking. Each dwelling unit shall have two parking spaces within the garage, as well as two parking spaces in the driveway.

Streets and Access. The proposed development plan shows a 50-foot Right of Way dedication inclusive of sidewalks throughout the development on both sides of the street, connecting to Witt Road and the adjacent existing residential neighborhood.

Open Space. The minimum required designated open space area shall be 10% of the gross land area. The proposed plans provide 13% open space, totaling 1.16 acres. The PD language provides requirements for the amenities to be located within the proposed open space. All dedicated open space and screening walls will be maintained by the Homeowners Association (HOA).

Comprehensive Plan. The future land use of this area is identified as residential. The proposed residential development aligns with the Town's vision for future land use of this area.

Recommendation to the Commission.

The proposed development mirrors the existing residential context and quality of this area. The modifications requested to the development standards would allow for consistency and cohesive design of the residential lots, as well as the screening wall, despite being two feet lower than the typical screening wall requirement. In this particular case, the screening wall is proposed to abut an open space with either a landscape buffer or a street between the closest residential dwellings. Staff recommended that the Planning and Zoning Commission evaluate the request based on the impact and suitability of the proposed development within the context of the existing area, as well as the importance of the development standards from which the property is requesting to vary, and how the proposed development benefits the Town overall. Additionally, Staff recommended that the Planning and Zoning Commission take into consideration the Town's vision for this area, as outlined by the Town's Comprehensive Plan and Future Land Use Plan.

Commission Findings.

At their regular meeting on October 7, 2021, the Planning and Zoning Commission had a discussion regarding consistency between the standards of the existing adjacent residential neighborhood, Kings Court, and the standards of the proposed development, especially in terms of lot dimensions and density. The Commission discussed the suitability of this request within the existing residential neighborhood and overall area context, the appropriateness of adding a variety of housing options, and came to a consensus that the proposal would be fitting because it closely mirrors the standards fo the existing adjacent development. The Commission made a recommendation to approve the request as presented, with six in favor and zero against.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

The Planning and Zoning Commission recommends approval of the proposed rezoning request as presented.

Attachments

Location Map - Kings Cove PD Ordinance No. 1642 - Kings Cove PD





Zoning Case For Kings Cove

Abstract A0713A Zoning Case# 21-PD-02146

0 0.02 0.04 0.07 Miles



Town of Little Elm Denton County, Tx

Date: 9/23/2021



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.

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

TOWN OF LITTLE ELM ORDINANCE NO. 1642

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING THE ZONING FROM LIGHT COMMERCIAL (LC) TO A PLANNED DEVELOPMENT – SINGLE FAMILY 4 (PD-SF4) DISTRICT IN ORDER TO ALLOW A SINGLE FAMILY DEVELOPMENT WITH MODIFIED DEVELOPMENT STANDARDS ON 8.9 ACRES OF LAND GENERALLY LOCATED ON THE SOUTHEAST CORNER OF THE INTERSECTION OF KING ROAD AND WITT ROAD; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town possesses all the rights, powers, and authorities possessed by all home rule municipalities, including the authority to regulate land uses under Chapter 211 of the Texas Local Government Code; and

WHEREAS, a request for a Planned Development-Single Family 4 (PD-SF4) with modified development standards on approximately 8.9 acres of land currently zoned Light Commercial (LC), more specifically described in the exhibits, attached hereto; and

WHEREAS, this zoning change is accordance with the most current adopted Comprehensive Plan of the Town of Little Elm; and

WHEREAS, the Town Council and the Planning & Zoning Commission of the Town of Little Elm, in compliance with the laws of the State of Texas and the ordinances of the Town of Little Elm, have given the required notices and held the required public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof regarding the requested zoning change described herein; and

WHEREAS, at its regular meeting held on October 7, 2021 the Planning & Zoning Commission considered and made recommendations on a request for a Planned

Development-Single Family 4 (PD-SF4) (Case No. PD-21-02146); and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning & Zoning Commission and any other information and materials received at the public hearing, the Town Council of the Town of Little Elm, Texas, has determined that the request is in the interest of public health, safety and welfare of the citizens of the Town of Little Elm.

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

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

SECTION 2. ZONING AMENDMENT That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by issuing a Planned Development-Single Family 4 (PD-SF4) with modified development standards in order to allow a single family residential development, the same generally located on the southeast corner of the intersection of King Road and Witt Road, within Little Elm Town limits, approximately 8.9 acres of land more particularly described as **Exhibit A**, and attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

SECTION 3. CONDITIONS AND REGULATIONS. The permitted uses and standards shall be in accordance with the Single Family 4 (SF4) District, unless otherwise specified herein:

a) The Zoning and Land Use Regulations, and all conditions set forth in Exhibit B attached hereto and made a part hereof for all purposes shall be adhered to in their entirety for the purposes of this Planned Development-Single Family 4 (PD-SF4). In the event of conflict between the provisions of Exhibit B and provisions of any other exhibit, the provisions of Exhibit B control.

SECTION 4. PLANNED DEVELOPMENT MASTER PLAN The Concept Plan Exhibit and related plans, images, and documents approved and described as **Exhibit C** attached hereto and made a part hereof are approved. The subject property shall be improved in accordance with the plans set forth in **Exhibit C**.

a) If, after two years from the date of approval of the Planned Development Master Plan, no substantial development progress has been made within the PD, then the Planned Development Master Plan shall expire. If the Planned Development

Master Plan expires, a new Planned Development Master Plan must be submitted and approved according to the procedures within the Zoning Ordinance, Planned Development Districts. An extension of the two year expiration shall be granted if a development application for the PD has been submitted and is undergoing the development review process or if the Director of Development Services determines development progress is occurring.

- b) The Planned Development Master Plan shall control the use and development of the property, and all building permits and development requests shall be in accordance with the plan until it is amended by the City Council.
- c) If a change to the Concept Plan, if any, is requested, the request shall be processed in accordance with the development standards in effect at the time the change is requested for the proposed development.

SECTION 5. 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 indirect conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

SECTION 5. ZONING MAP. The official zoning map and Future Land Use Map of the Town shall be amended to reflect the changes in zoning made by this ordinance.

SECTION 6. PENALTY. Any person, firm, or corporation violating any of the provision of this ordinance shall be punished by a penalty of a fine not to exceed the sum of Two Thousand Dollars (\$2,000) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 7. SEVERABILITY. The sections, paragraphs, sentences, phrases, and words of this Ordinance are severable, and if any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid or unconstitutional, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any person, firm, corporation, situation or circumstance, nor shall adjudication affect any other section or provision of the Comprehensive Zoning Ordinance of the Town of Little Elm, Texas, and the Town Council hereby declares that it would have adopted the valid portions and applications of the ordinance without the valid parts and to this end the provisions of this ordinance shall remain in full force and effect.

SECTION 8. REPEALER. That all ordinances of the Town of Little Elm in conflict with the provisions of this ordinance be and the same are hereby repealed to the extent of that conflict.

SECTION 9. EFFECTIVE DATE. That this Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the Town Charter.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 2nd day of November, 2021.

	Town of Little Elm, Texas
	Curtis Cornelious, Mayor
ATTEST:	
Kate Graham, Acting Town Secretary	

EXHIBIT A

Metes and Bounds

BEING a tract of land out of the H. Kendall Survey, Abstract Number 713, in the Town of Little Elm, Denton County, Texas, and being a portion of that tract of land described by deed to Ranchetta, LLC as recorded under Document Number 2005-67916, Official Public Records, Denton County, Texas, (O.P.R.D.C.T.), the subject property being more particularly described by metes and bounds as follows (bearings are based on State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD '83)):

BEGINNING at a 1/2 inch rebar found for the southeast corner of said Ranchetta tract and the herein described tract;

THENCE South 89 degrees 34 minutes 30 seconds West, with the south line of said Ranchetta tract, passing a 5/8 inch rebar found for the northeast corner of a tract of land described by deed to ARI Holdings, LLC as recorded under Document Number 2009-122154, (O.P.R.D.C.T.) at a distance of 222.09 feet, and continuing for a total distance of 484.95 feet to a point for the southwest corner of said Ranchetta tract;

THENCE North 00 degrees 55 minutes 09 seconds West, with the west line of said Ranchetta tract, a distance of 82.15 feet to a point for the south corner of a tract of land described by deed to the Town of Little Elm as recorded under Document Number 2015-130330, (O.P.R.D.C.T.), said point being the beginning of a non-tangent curve to the left, having a radius of 520.00 feet, with a delta angle of 10 degrees 45 minutes 00 seconds, whose chord bears North 04 degrees 07 minutes 59 seconds East, a distance of 97.42 feet;

THENCE with the perimeter and to the corners of said Town of Little Elm tract, the following calls:

- 1. Along said non-tangent curve to the left, an arc length of 97.56 feet to a point for corner;
- 2. North 01 degrees 14 minutes 31 seconds West, a distance of 391.22 feet to a point for corner;
- 3. South 09 degrees 04 minutes 55 seconds West, a distance of 36.71 feet to a point in the west line of said Ranchetta tract;

THENCE with the perimeter and to the corners of said Ranchetta tract, the following calls:

- 1. North 00 degrees 55 minutes 09 seconds West, a distance of 272.90 feet to a point for corner;
- 2. North 89 degrees 16 minutes 01 seconds East, a distance of 324.38 feet to a point at the beginning of a tangent curve to the right, having a radius of 1,827.26 feet, with a delt angle of 05 degrees 03 minutes 18 seconds, whose chord bears South 88 degrees 12 minutes 20 seconds East, a distance of 161.16 feet;
- 3. Along said tangent curve to the right, an arc length of 161.21 feet to a point for corner;
- 4. South 00 degrees 53 minutes 19 seconds East, passing at a distance of 32.37 feet a 1/2 inch rebar with cap stamped, "CARTER & BURGESS" found for the northwest corner of a tract of land described by deed to DD Kings Court, LTD. as recorded under Document Number 2020-28318, (O.P.R.D.C.T.), and continuing and passing at an additional distance of 410.76 feet a 1/2 inch rebar found for reference, and continuing for a total distance of 802.65 feet to the POINT OF BEGINNING and enclosing 8.918 acres (388,462 square feet) of land, more or less.

EXHIBIT B

DEVELOPMENT REGULATIONS

KINGS COVE PLANNED DEVELOPMENT REGULATIONS

DATE: SEPTEMBER 2021

PREPARED BY:



5200 STATE HIGHWAY 121 COLLEYVILLE, TEXAS 76034 817-488-4960 TBPE FIRM # 15874

KINGS COVE PLANNED DEVELOPMENT DISTRICT STATEMENT OF INTENT AND PURPOSE

This zoning submittal encompasses approximately 8.9 total acres of land within the Town of Little Elm more fully described on the legal description attached as Exhibit A (the "Property"). The proposed use for the Property is to provide Single-Family residential homes. This planned development ("PD") will provide the zoning regulations, as depicted in Exhibit B, necessary to develop the site and the final layout must generally conform to Exhibit C.

It is the intent of this PD to alter the base zoning for the tract from Light Commercial (LC) to Single Family (SF-4). Any conflict between this PD and the Zoning Ordinance shall be resolved in favor of those regulations set forth in this PD, or as may be ascertained through the intent of this PD. As used herein "Zoning Ordinance" means the comprehensive zoning of the Town of Little Elm, Texas, in effect on the effective date of this Agreement, except otherwise defined in this Agreement. Uses and development regulations specifically modified, designated or included in this PD shall not be subject to amendment after the date of the adoption of this PD (the "Effective Date") (whether through the amendment of the Zoning Ordinance or otherwise), except through an amendment of this PD. Uses and development regulations which otherwise are not specifically modified, designated or included in this PD shall be controlled by the "Zoning Ordinance", unless the context provides to the contrary.

Project Location

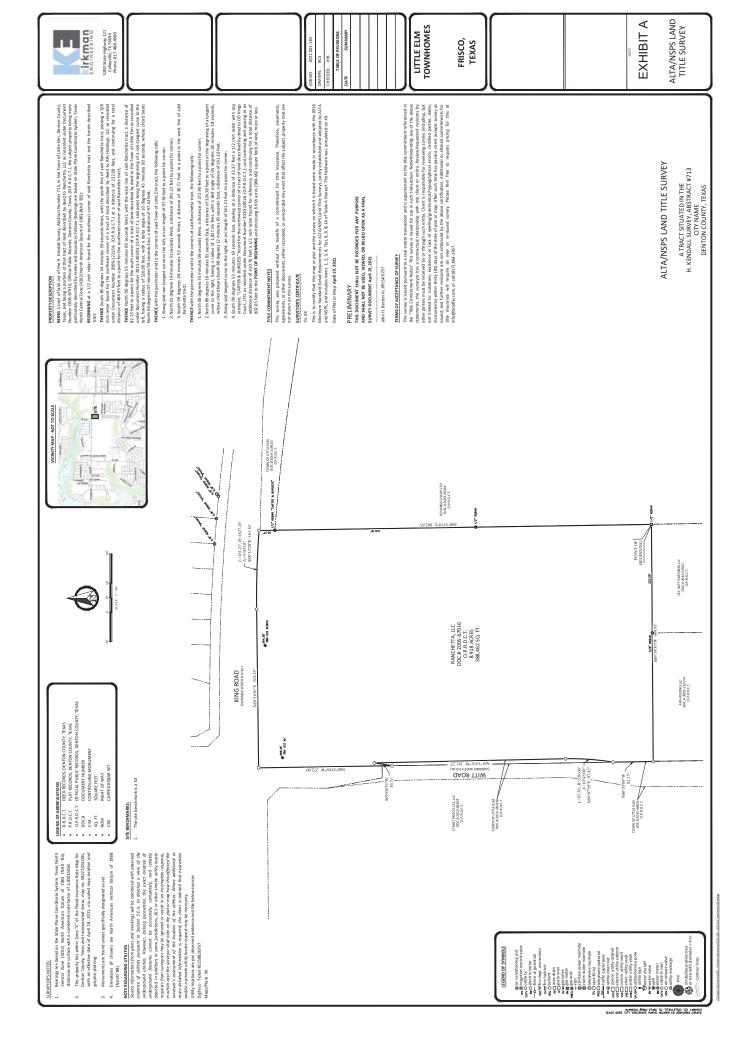
The proposed PD is located on the southeast corner of the intersection of King Road and Witt Road. Legal descriptions (Exhibit A), a zoning exhibit (Exhibit B) and a site plan (Exhibit C) have been provided.

The project area is primarily surrounded by existing and future single family residential uses. This PD will provide for the opportunity to develop the following:

• Single Family (SF) zoning with a maximum of 47 homes with a typical lot size of forty (40) foot wide and one hundred and fifteen (115) foot deep.

Site Plan

<u>Exhibit C</u> identifies and locates the proposed Single Family lots within the Property. The proposed development will have unified and consistent design elements and provide an integrated development that compliments the Town of Little Elm.



SE. Corner of King Road and Witt Road Town of Little Elm, Denton County, Texas JOB# 2021.001.185



BEING a tract of land out of the H. Kendall Survey, Abstract Number 713, in the Town of Little Elm,
Denton County, Texas, and being a portion of that tract of land described by deed to Ranchetta, LLC as recorded under
Document Number 2005-67916, Official Public Records, Denton County, Texas, (O.P.R.D.C.T.), the subject property being more
particularly described by metes and bounds as follows (bearings are based on State Plane Coordinate System, Texas North
Central Zone (4202) North American Datum of 1983 (NAD '83)):

BEGINNING at a 1/2 inch rebar found for the southeast corner of said Ranchetta tract and the herein described tract;

THENCE South 89 degrees 34 minutes 30 seconds West, with the south line of said Ranchetta tract, passing a 5/8 inch rebar found for the northeast corner of a tract of land described by deed to ARI Holdings, LLC as recorded under Document Number 2009-122154, (O.P.R.D.C.T.) at a distance of 222.09 feet, and continuing for a total distance of 484.95 feet to a point for the southwest corner of said Ranchetta tract;

THENCE North 00 degrees 55 minutes 09 seconds West, with the west line of said Ranchetta tract, a distance of 82.15 feet to a point for the south corner of a tract of land described by deed to the Town of Little Elm as recorded under Document Number 2015-130330, (O.P.R.D.C.T.), said point being the beginning of a non-tangent curve to the left, having a radius of 520.00 feet, with a delta angle of 10 degrees 45 minutes 00 seconds, whose chord bears North 04 degrees 07 minutes 59 seconds East, a distance of 97.42 feet;

THENCE with the perimeter and to the corners of said Town of Little Elm tract, the following calls:

- 1. Along said non-tangent curve to the left, an arc length of 97.56 feet to a point for corner;
- 2. North 01 degrees 14 minutes 31 seconds West, a distance of 391.22 feet to a point for corner;
- South 09 degrees 04 minutes 55 seconds West, a distance of 36.71 feet to a point in the west line of said Ranchetta tract;

THENCE with the perimeter and to the corners of said Ranchetta tract, the following calls:

- North 00 degrees 55 minutes 09 seconds West, a distance of 272.90 feet to a point for corner;
- North 89 degrees 16 minutes 01 seconds East, a distance of 324.38 feet to a point at the beginning of a tangent curve
 to the right, having a radius of 1,827.26 feet, with a delt angle of 05 degrees 03 minutes 18 seconds, whose chord
 bears South 88 degrees 12 minutes 20 seconds East, a distance of 161.16 feet;
- 3. Along said tangent curve to the right, an arc length of 161.21 feet to a point for corner;
- 4. South 00 degrees 53 minutes 19 seconds East, passing at a distance of 32.37 feet a 1/2 inch rebar with cap stamped, "CARTER & BURGESS" found for the northwest corner of a tract of land described by deed to DD Kings Court, LTD. as recorded under Document Number 2020-28318, (O.P.R.D.C.T.), and continuing and passing at an additional distance of 410.76 feet a 1/2 inch rebar found for reference, and continuing for a total distance of 802.65 feet to the POINT OF BEGINNING and enclosing 8.918 acres (388,462 square feet) of land, more or less.

Jøhn H. Barton III, RPLS #6737 jack@bcsdfw.com | 817.864.1949 5200 State Highway 121

Colleyville, TX 76034 Firm# 10194474 JOHN H. BARTON III

Kirkman Engineering, LLC | Barton Chapa Surveying, LLC 5200 State Highway 121 Colleyville, TX 76034 | 817.488.4960 TBPE FIRM# 15874 | TBPLS FIRM# 10194474

EXHIBIT B PLANNED DEVELOPMENT DISTRICT STANDARDS

GENERAL CONDITIONS FOR PD:

- 1) <u>Purpose.</u> The purpose of the PD Planned Development district is to allow single-family neighborhood with a trail extension of the intersection of King Road and Witt Road to McCord Park.
- 2) <u>Use regulations.</u> No building, structure, land or premises will be used, and no building or structure shall hereafter be erected, constructed, reconstructed, or altered, except for one or more of the uses specified in Section 106.05.01(a), "Schedule of Uses Residential."
- 3) <u>Base Zoning District.</u> The permitted uses and standards shall be in accordance with the Single Family 4 (SF-4) zoning district, unless otherwise specified herein.
- 4) Height and area regulations.
 - a. The height of buildings, the minimum dimensions of lots and yards, and the minimum lot area per family permitted on any lot shall be as follows:

SF – Single Family District Developm	nent Standards
Maximum Height	35'
Minimum Front Yard Setback	20'
Minimum Side Yard Setback	5′
Minimum Side Yard Setback on corner	10'
Minimum Rear Yard Setback	15'
Minimum Lot Width (at building line) ¹	40'
Minimum Lot Depth ²	115'
Minimum Lot Area	4600 sq. ft.
Minimum number garage spaces	2
Number of other drive spaces	2
Maximum Lot Coverage (gross lot area)	55%
Minimum Living Floor Area	2,000 sq. ft.

Note 1: Lot width shall be measured at the front building line for cul-de-sac or "knuckle" lots. Note 2: Cul-de-sac or "knuckle" lots may be a minimum of one hundred (100) feet.

- b. All dwellings shall be accessible from the street and front entry. Minimum front driveway width shall be 16'.
- c. All public sidewalks shall be five (5) feet in width.

5) <u>Conceptual plan required</u>. The Concept Plan attached hereto as Exhibit C, and incorporated herein by reference, demonstrates potential locations and relationships of the uses permitted under this PD.

An amendment to a concept plan approved as a part of the ordinance establishing the planned development district is a change in zoning district classification and must follow the same procedures set forth in Section 106.04.03, except the director of planning and development may approve minor revisions which do not alter the basic relationship of the proposed development.

6) <u>Landscape requirements:</u>

- A minimum twenty (20) foot wide landscape and wall buffer is provided for perimeter walls that are adjacent to collector/arterial roads and are to be platted as common areas.
- No rear landscape buffer shall be provided for lots adjacent to other residential lots or open space lots.
- A trail six (6) feet in width shall connect from the intersection of King Road and Witt Road on the western boundary of the property.
- In areas where trees are required, grouping or spacing trees shall be allowed. All large trees must be four-inch (4") minimum caliper diameter at breast height (dbh). All small trees must be two-inch (2") minimum caliper diameter. Measurement is at twelve-inches (12") from grade at time of planting.
- All shrubs shall be a minimum of three (3) gallon in size when planted and shall be planted in the front yard and corner lot landscape beds. Measurement is at twelve-inches (12") from grade at time of planting.
- Tree spacing shall be a minimum of 1 tree per 40' along King Road and Witt Road.
- An enhanced entrance to the subdivision shall be located on Witt Road and shall consist of a typical one hundred (100) foot ROW entrance with stone columns, community name signage located on or within the hardscape screening and stone planters. Future plans are subject to review and approval by the Director of Development Services.
- All other landscaping shall comply with the Zoning Ordinance, as it exists or may be amended in accordance with the standards in effect at the time of development or requested change.

- 7) <u>Screening Standards:</u> All development within this PD District shall comply with the following minimum screening standards:
 - A twenty-foot (20') landscape buffer for all lots backing or siding to King Road and Witt Road.
 - Residential lots adjacent to King Road and Witt Road: 6' solid masonry wall and trees spaced at one tree per 40' of adjacency to the roadways.
 - Residential lots adjacent to commercial property: 8' solid masonry wall and 3' landscaped berm (maintained by HOA).
 - Residential lots adjacent to open space or park land: wrought iron fencing with a living screen on the open space side.
 - All residential fences shall be board construction to conform to Section 106.06.32 (Residential Fences) of the Zoning Ordinance.
 Interior portions of fences (alongside and rear yards) shall be board on board construction.
- 8) <u>Homeowners Association:</u> A Homeowners' Association (HOA) or associations will be established for the development. Dedicated open space and retaining walls greater than four (4) feet, and screening walls will be owned and maintained by the HOA.
- 9) <u>Open Space:</u> A minimum of ten percent (10%) of the tract area, excluding rights-of-way for collector and larger size streets, shall be devoted to open space. The open space requirements shall be met for the tract as defined on Exhibit C. Open space includes areas used for facilities such as walks, plazas, courts, recreational amenities, detention/retention ponds, amenity centers, landscape buffers, public or private parks, water features and other similar uses.

Detention/Retention areas must be amenitized on three sides with improvements. A sidewalk, bench or pavilion constitutes an improvement. Open space includes any parcel of land or water (no minimum dimension) exclusive of public right-of-way, associated with all non-residential and residential developments that is generally provided to improve the microclimate and/or aesthetics of the site and that is not covered by buildings, structures, parking or loading areas and driveways (except for parking or loading areas and driveways associated with the open space uses or any principal or accessory use of such open space as described above in this section). Detention/Retention areas must follow requirements of Section 106.06.14.

<u>Tree Requirement in Detention/Retention Areas:</u>

Detention/Retention HOA lots shall provide five (5) large trees for every acre or portion of an acre of detention/retention space. The trees that are provided shall be irrigated.

Other than the provisions of open space required by this Section 1.8, no park land dedication or construction of park improvements shall be required. Park fees will still be required.

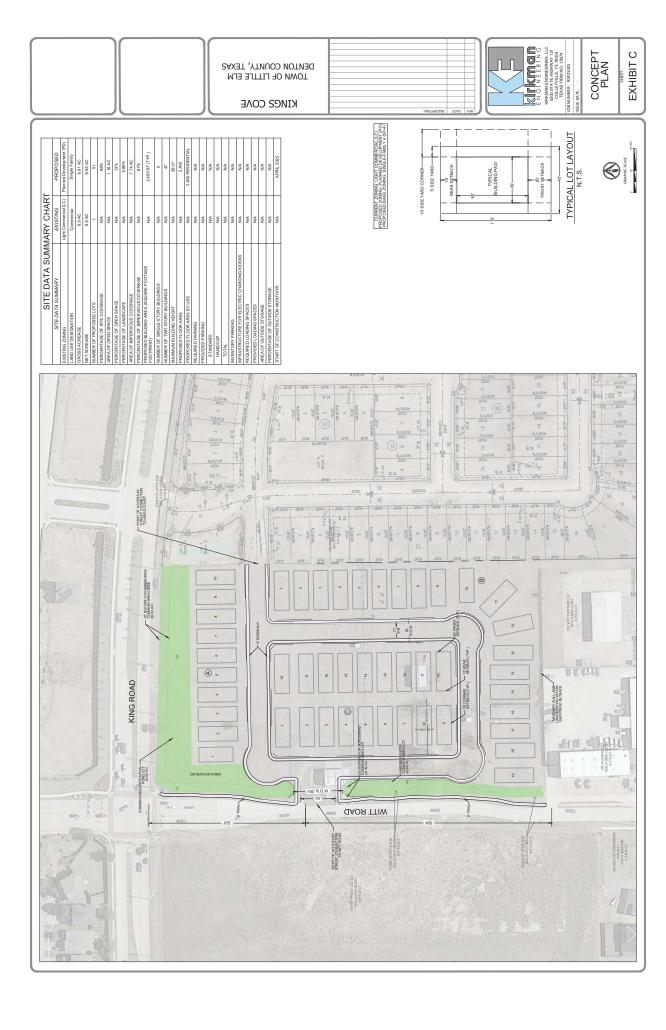
- 10) <u>Architectural Standards:</u> Minimum design elements listed in Section 106.06.03 Architectural Standards for Residential Structures will apply with the following enhancements required for this community:
 - Decorative driveway paving (e.g. salt finish, exposed aggregate, or other treatments approved by the Town's building official) is required for all homes.
 - Elevation Repetition. Each unique house elevation and brick color shall not be repeated on the lot most directly across the street or diagonal, nor shall it be repeated on three (3) lots in either direction on the same side of the street.
 - All homes must include at least six (6) of the architectural design features listed in Section 106.06.03(c), in addition to the decorative driveway paving requirement.
 - Minimum Masonry Requirement. All exterior facades will be 100% masonry (brick and stone). Cementitious fiberboard, cedar trim or engineered wood may also be used for architectural features, including window box-outs, bay windows, roof dormers, columns, chimneys not part of an exterior wall or other architectural features approved by the Director.
 - 25% of home construction will have a front porch that is a minimum of 10' in width and 6' in depth. Porches may encroach a maximum of five feet over the front yard setback in order to provide elevation articulation along the streetscape.
 - Garage Doors will be painted or stained cedar wood doors.
 - Front entry doors to the home shall be 8' in height.
 - All front yard landscape beds and side yard landscape beds shall be enclosed by masonry edging comprised of brick and/or stone.
 - The architectural exhibits provided in this PD, "Exhibit E" are incorporated herein by reference and demonstrate potential elevations and floorplans. The ultimate design must generally conform to Exhibit E and will be provided at time of building permit by designated home builder.

WAIVERS FOR PD:

Min front yard setback 25' – Requested Min. 20' front yard setback
Min side yard setback 6' – Requested Min. 5' side yard setback
Min side yard setback on corner 28' – Requested Min. 10' side yard setback
Min rear yard setback 20' – Requested Min. 15' rear yard setback
Min Lot width 60' – Requested Min. 40' front width
Min lot area 6,000 sq. ft. – Requested Min. lot area 4,600 sq. ft.
Screening masonry wall height 8' – Requested 6' screening masonry wall

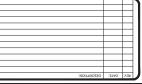
EXHIBIT C

PLANS AND IMAGES



TOWN OF LITTLE ELM
DENTON COUNTY, TEXAS

KINGS COVE



4" min. pot, 12" e.c.

3 Gal. Min. Specing per plan

3 Cal. Min. Specing Per Plan 3 Cal. Mh. Specing Per Plan

> Winged Eutrymus Writer Creeper

Euonymus Alotus

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ALL LANDSCAPED AREAS MUST BE IRRIGATED BY A VEYOMATIC UNDERGROUND IRRIGATION SYSTEM EQUIPPED WITH OPERATING RAIN AND FREEZE SENSORS.

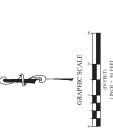
TOWN OF LITTLE ELM LANDSCAPE TABULATIONS

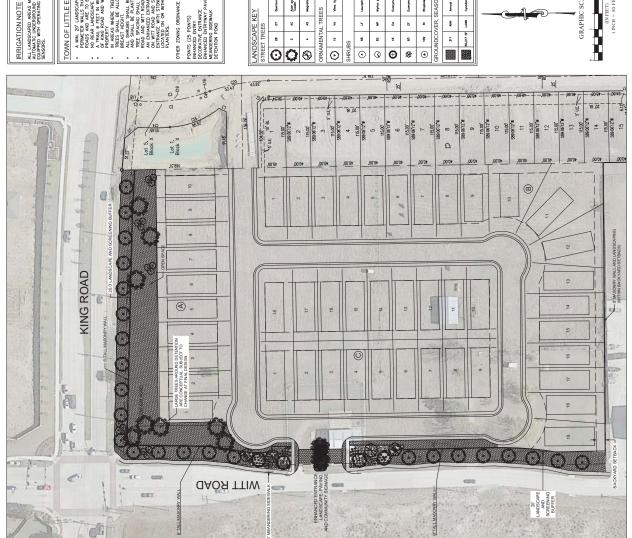
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OTHER ZONING ORDINANCE REQUIREMENTS:

5 POINTS 5 POINTS 5 POINTS 5 POINTS 5 POINTS POINTS (25 POINTS)
ENHANCED ENTRY
DECORATIVE ENTRANCE
ENHANCED ENTRYWAY PANING
MEANDERING SIDEWALK
DETENTION POND

715	Nev	Annual Color		e" mh. pot, 6" e.e.
50,217 SF LAWN	LAWA	Cyneden dectylon	Common Bernuda	Solid sed Sand fill johts and provide uniform cowrage within 30 days of completion









TOWN OF LITTLE ELM



L1.00







Second floor







First floor







Second floor





Date: 11/02/2021

Agenda Item #: 7. C.

Department: Development Services

Strategic Goal: Promote and expand Little Elm's identity **Staff Contact:** Fred Gibbs, Director of Development Services

AGENDA ITEM:

Hold a Public Hearing, Present, Discuss, and Consider Action on Ordinance No. 1643 Regarding a Request to Rezone Approximately .79 Acres of Land, Currently Zoned Light Commercial (LC), Generally Located at 1728 E Eldorado Pkwy, on the North Side of Eldorado Parkway, within Little Elm's Town Limits, in Order to Establish a New Planned Development District, Based on Light Commercial (LC) in Order to Allow a New Commercial Development with Modified Development Standards.

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1643:

DESCRIPTION:

Location. Generally located at 1728 E Eldorado Pkwy, on the north side of Eldorado Parkway, approximately 300 feet from Preston on the Lake Boulevard, within Little Elm's town limits.

Background. Subject property consists of an undeveloped parcel currently zoned as Light Commercial (LC), bound to the west by an existing retail property, which is owned by Roma's Pizza and Pasta, and to the east by Town-owned property.

In order to make the proposed development financially feasible, the property owner, 3P Little Elm, would need relief from various requirements of Chapter 106, Zoning Ordinance, and is therefore requesting to rezone the property to a new Planned Development (PD) district based on the Light Commercial district regulations with modified standards. Additionally, due to the driveway spacing limitations, in order to make the proposed development work on the subject property, the property owner will need to work out an agreement with the adjacent property owners, on either side of the subject property, to establish access easements onto the subject property.

The land behind this property is an existing single family subdivision, the Villages of Woodlake,

which places additional screening requirements along the back of the subject property. However, the nearest home is over 450 feet from the property line, which is also separated by a 225 foot wide, wooded, green space. Therefore, the property owner is also requesting for relief with regard to constructing an eight-foot tall masonry screening wall along the back of the property, and a 20-foot wide landscape buffer with double row of canopy trees.

Proposal. The proposed project consists of one commercial building totaling 7,900 square feet, anticipated to be occupied by three retail tenants. The property owner is proposing to meet all of the requirements outlined within the Light Commercial (LC) zoning district, with the following deviations:

- Parking space size
- Landscape
- Parking landscape islands
- Front landscape buffer
- Rear landscape buffer
- Tree requirements
- Landscape points
- Screening wall
- Electric vehicle charging station infrastructure

The following sections will outline how the proposed development is meeting, or deviating from the current standards.

Uses. Retail is allowed within the Light Commercial (LC) zoning district.

Design Standards. Proposed elevations show the building to be constructed primarily of brick and stone, and meeting the articulation and design guidelines.

Landscaping. Proposed landscape plans comply with screening requirements and landscape coverage.

Proposed landscape plans do not meet buffer requirements of 25-foot front landscape buffer, instead providing 6 feet from the property line, 20 feet from the back of the curb on Eldorado Parkway, in order to match the adjacent commercial property and provide a continuous frontage.

Proposed landscape plans do not meet buffer requirements of 20-foot rear landscape buffer with double row of trees planted within the required rear landscape edge along the residential adjacency, instead providing primarily 5 feet, except where the dumpster impedes into this setback. Properties adjacent to residential uses are also required to provide an eight-foot masonry screening wall, which is not being proposed here.

Proposed landscape plans do not meet the perimeter tree planting requirements, to provide a canopy tree every 40 feet along commercial property and every 20 feet along residential property, double row planting, requiring a total of 26 canopy trees within the perimeter landscape buffer, in addition to the required frontage trees, providing only 10 trees. Additionally, the plans do not meet the perimeter ornamental tree planting requirements, to provide three small trees per every five large trees required, totaling a required 16 perimeter ornamental trees within the perimeter landscape buffer, providing zero trees.

Proposed landscape plans do not meet the foundation tree planting requirements for buildings over 5,000 square feet, to provide 1 tree per 1,000 gross square feet of building, totaling eight trees required within 20 feet of the building frontage, instead providing only two trees.

Proposed landscape plans do not meet the requirement to provide parking lot landscape islands at every 10 parking spaces.

The proposed landscape plans do not meet the required 25 landscape points, instead providing only 10 points.

The applicant is requesting the landscape plans be approved as proposed and adopted into the new PD ordinance as the minimum requirements for this property.

Parking. Light Commercial district requires that retail uses be parked at 1 space per 200 square feet. Based on the total building square footage of 7,900, the property is required to provide at least 40 parking spaces. The proposed plans show 46 parking spaces being provided. It should be noted that in order to accommodate an access easement on the west side, the adjacent property would lose approximately six parking spaces, which will be provided on the subject property in return, also requiring a shared parking agreement between the two properties.

However, parking spaces are required to be provided at a width of 10 feet and length of 20 feet, and the proposed site plan shows the parking spaces provided at a width of 9 feet in order to be able to fully park the proposed building and accommodate the additional parking for the adjacent property, which also provides parking stalls at a width of 9 feet.

The proposed plans also do not provide for the required electric vehicle charging station infrastructure.

The applicant is requesting a waiver for parking stall widths to be allowed at 9 feet instead of 10 feet and for electric vehicle charging station infrastructure.

Dumpster. Given the site limitations, the proposed dumpster enclosure is being proposed within the rear landscape buffer in order to meet the CWD Waste Management requirements.

Comprehensive Plan. The future land use of this area is identified as retail and commercial. The proposed commercial development, to be occupied with future retail tenants aligns with the Town's vision for this area.

Recommendation to the Commission.

While the current proposed development matches the existing uses and falls within the vision for future land use in this area, due to the limited size of the site, the property owner is requesting a number of deviations from the Town's development standards. Development standards exist in order to ensure quality and longevity of future development. Staff has worked diligently with the applicant over the last several months in order to bring the proposal as close to compliance with all of the Town's standards as financially feasible for the property owner.

In general, the subject property provides a challenge for any potential future development, as it would not be able to provide direct driveway access, requiring access agreements from adjacent property owners. If the proposed rezoning request is considered for approval, it should be conditioned on the requirement of access easements prior to platting.

The property owner must obtain an access easement agreement from the adjacent property owner to the west, and an access agreement from the Town to the east, as shown on the proposed plans, in order to utilize as well as maintain the off-site property for cross-access. Fully executed agreements must be presented with the plat submittal.

Staff recommended that the Planning and Zoning Commission review this request based on the impact and suitability of the proposed development within the context of the existing area, and the importance of the development standards from which the property is requesting to vary, as well as how the proposed development benefits the Town overall.

Commission Findings.

At their regular meeting on October 7, 2021, the Planning and Zoning Commission discussed the standards from which the applicant has requested to vary and indicated that while it makes sense to match the front yard landscape buffer to the adjacent existing development and to leave out the masonry screening wall due to the open space and residential proximity in the rear of the property, there is opportunity to decrease the building size and explore alternative site layout designs in order to better accommodate the additional requirements. The Commission made a recommendation to approve the request with the following conditions, with five in favor and one against:

- 1. The property owner must obtain an access easement agreement from the adjacent property owner to the west, and an access agreement from the Town to the east, as shown on the proposed plans, in order to utilize as well as maintain the off-site property for cross-access. Fully executed agreements must be presented with the plat submittal.
- 2. The property owner must provide the electric vehicle charging station infrastructure.
- 3. The property owner must meet all the landscape requirements with the exception of the 25-foot front yard landscape buffer and eight-foot masonry screening wall along the rear of the property.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDED ACTION:

The Planning and Zoning Commission recommends approval with the following conditions:

- 1. The property owner must obtain an access easement agreement from the adjacent property owner to the west, and an access agreement from the Town to the east, as shown on the proposed plans, in order to utilize as well as maintain the off-site property for cross-access. Fully executed agreements must be presented with the plat submittal.
- 2. The property owner must provide the electric vehicle charging station infrastructure.
- 3. The property owner must meet all the landscape requirements with the exception of the 25-foot front yard landscape buffer and eight-foot masonry screening wall along the rear of the property.

If Town Council considers approval of this item, the plans submitted with this request and attached to Ordinance 1643 must be amended accordingly prior to execution of the Ordinance and the Development Agreement.





Zoning Case For 3P Elm

BLK A LOT 3 Zoning Case# 21-PD-004

0.02 0.04 0.07 Miles



Town of Little Elm Denton County, Tx

m Tx

Date: 9/16/2021

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.

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

TOWN OF LITTLE ELM ORDINANCE NO. 1643

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING THE ZONING FROM LIGHT COMMERCIAL (LC) DISTRICT TO A PLANNED DEVELOPMENT – LIGHT COMMERCIAL (PD-LC) DISTRICT IN ORDER TO ALLOW A NEW COMMERCIAL DEVELOPMENT WITH MODIFIED DEVELOPMENT STANDARDS ON .79 ACRES OF LAND GENERALLY LOCATED AT 1728 EAST ELDORADO PARKWAY; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town possesses all the rights, powers, and authorities possessed by all home rule municipalities, including the authority to regulate land uses under Chapter 211 of the Texas Local Government Code; and

WHEREAS, a request for a Planned Development-Light Commercial (PD-LC) with modified development standards on approximately .79 acres of land currently zoned Light Commercial (LC), more specifically described in the exhibits, attached hereto; and

WHEREAS, this zoning change is accordance with the most current adopted Comprehensive Plan of the Town of Little Elm; and

WHEREAS, the Town Council and the Planning & Zoning Commission of the Town of Little Elm, in compliance with the laws of the State of Texas and the ordinances of the Town of Little Elm, have given the required notices and held the required public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof regarding the requested zoning change described herein; and

WHEREAS, at its regular meeting held on October 7, 2021 the Planning & Zoning Commission considered and made recommendations on a request for a Planned Development-Light Commercial (PD-LC) (Case No. PD-21-00765); and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning & Zoning Commission and any other information and materials received at the public hearing, the Town Council of the Town of Little Elm, Texas, has determined that the request is in the interest of public health, safety and welfare of the citizens of the Town of Little Elm.

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

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

SECTION 2. ZONING AMENDMENT That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by issuing a Planned Development-Light Commercial (PD-LC) with modified development standards in order to allow a new commercial development generally located at 1728 East Eldorado Parkway, on the north side of Eldorado Parkway, approximately 300 feet from Preston on the Lake Boulevard, within Little Elm Town limits, approximately .79 acres of land more particularly described as **Exhibit A**, and attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

SECTION 3. CONDITIONS AND REGULATIONS. The permitted uses and standards shall be in accordance with the Light Commercial (LC) District, unless otherwise specified herein:

a) The property owner must meet all the landscape requirements with the exception of the 25-foot front yard landscape buffer and eight-foot masonry screening wall along the rear of the property.

SECTION 4. PLANNED DEVELOPMENT MASTER PLAN The Concept Plan Exhibit and related plans, images, and documents approved and described as **Exhibit B** attached hereto and made a part hereof are approved. The subject property shall be improved in accordance with the plans set forth in **Exhibit B** and subject to the following conditions.

a) The property owner must obtain an access easement agreement from the adjacent property owner to the west, and an access agreement from the Town to the east, as shown on the proposed plans, in order to utilize as well as maintain the off-site property for cross-access. Fully executed agreements must be presented with the plat submittal.

- b) The property owner must provide the electric vehicle charging station infrastructure.
- c) If, after two years from the date of approval of the Planned Development Master Plan, no substantial development progress has been made within the PD, then the Planned Development Master Plan shall expire. If the Planned Development Master Plan expires, a new Planned Development Master Plan must be submitted and approved according to the procedures within the Zoning Ordinance, Planned Development Districts. An extension of the two year expiration shall be granted if a development application for the PD has been submitted and is undergoing the development review process or if the Director of Development Services determines development progress is occurring.
- d) The Planned Development Master Plan shall control the use and development of the property, and all building permits and development requests shall be in accordance with the plan until it is amended by the City Council.
- e) If a change to the Concept Plan, if any, is requested, the request shall be processed in accordance with the development standards in effect at the time the change is requested for the proposed development.

SECTION 5. 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 indirect conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

SECTION 5. ZONING MAP. The official zoning map of the Town shall be amended to reflect the changes in zoning made by this ordinance.

SECTION 6. PENALTY. Any person, firm, or corporation violating any of the provision of this ordinance shall be punished by a penalty of a fine not to exceed the sum of Two Thousand Dollars (\$2,000) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 7. SEVERABILITY. The sections, paragraphs, sentences, phrases, and words of this Ordinance are severable, and if any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid or unconstitutional, the adjudication shall not affect any other section or provision of this ordinance or the application of any other

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

SECTION 8. REPEALER. That all ordinances of the Town of Little Elm in conflict with the provisions of this ordinance be and the same are hereby repealed to the extent of that conflict.

SECTION 9. EFFECTIVE DATE. That this Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the Town Charter.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 2nd day of November, 2021.

	Town of Little Elm, Texas
	Curtis Cornelious, Mayor
ATTEOT	
ATTEST:	
Kate Graham, Acting Town Secretary	

EXHIBIT A

PROPERTY DESCRIPTION

BEING a part of Lot 3, Block A, Elm Little Property, an addition to the Town of Little Elm, Denton County, Texas, according to the Plat thereof recorded in County Clerk # 2014-420, Land Records, Denton County, Texas, and being more particularly described by metes and bounds:

COMMENCING from 5/8 inch iron rod with cap stamped "KHA" found lying on the northerly right-of-way line of FM 720 (Eldorado Parkway) (variable width right-of-way) and the northwesterly right-of-way line of Pecan Drive (60 foot right-of-way), also being a southeasterly corner of Lot 2, Block A, Elm Little Property;

THENCE North 88 degrees 40 minutes 19 seconds West, along the southerly line of said Lot 2, Block A, common with the northerly line of said FM 720 (Eldorado Parkway), a distance of 900.10 feet to a 5/8 inch rod with cap stamped "KHA" found for the northerly corner of Lot 3, Block A, of said Elm Little Property;

BEGINNING at 5/8 inch iron rod with cap stamped "KHA" found,

THENCE North 88 degrees 40 minutes 19 seconds West, along the southerly line of said Lot 2, Block A, common with the northerly line of said FM 720 (Eldorado Parkway), a distance of 196.07 feet to a 5/8 inch rod with cap stamped "KHA" found for the southeasterly corner of Lot 2, Block A, of said Retail FM 720 Addition,

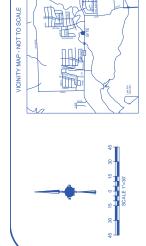
THENCE over and across said Lot 3, Block A the following courses and distance as follow:

North 88 degrees 41 minutes 08 seconds East, a distance of 1.17 feet to a 1/2 inch iron rod with cap stamped "PETIT" found for corner;

North 71 degrees 22 minutes 24 seconds East, a distance of 152.20 feet to a 5/8 inch rod with cap stamped "KHA" for corner;

South 27 degrees 50 minutes 11 seconds East, a distance of 104.38 feet to a 5/8 inch rod with cap stamped "KHA" for corner;

THENCE South 01 degrees 19 minutes 58 seconds West, a distance of 116.47 feet to the POINT BEGINNING and containing 34,397 square feet or 0.790 acres of land.



GENERAL NOTES

 According to the F.I.R.M. No. 48121 CD420G, the subject property lies in Zone X and does not lie within a Flood Prone Hazard Area as shown per LOMR #11-06-2132P dated 06/14/2011.

2) Bearings are based upon the Texas State Plane Coordinate System, Texas North Central Zone, (4202) North American Datum of 8983, (2011)

There was observed evidence of earth moving work, building construction or building additions within recent months and there was no reserved vidence of any changes in staying the way lines, the site being used as a solid waste dump, sump or samilary landfill or of content reserve inchina reaching.

There is no observable evidence of the site being used as a cemetery.

 Subject property has direct access to FM 720 (Eldorado Parkway) and Pecan Drive, which are dedicated public right-of-ways maintained by the City of Little Elm, Texas as shown.

(c) The dilikes above were bization for find any of profundation only. In Survey careas no quanteres that it is undergoard utilise promoting the state of the profundation of the profu

7) Benchmark: Monument No. 2 located northeast corner of D.H. Brent Etementary School, and Wes Restring 2,45,850,45 Eleny 285,89

PROPERTY DESCRIPTION
Lot 3, Block A. Ein Little Property, an addition the Trown of Little Bim, Denton County, Teass, according to the plat thereof recorded in County Certy's Rei No. 2014-420, Land Records of Denton County, Teass.

EXCEPTIONS TO THE TITLE COMMITMENT
AS RELED UPON AND PROVIDED BY REPUBLIC TITLE OF TEXAS AND FRST
AMENDAN THE INSURENCE COMPANY ES, NO. 1002-2828-STR TIMEN AN
FRECTIVE DATE OF AUGUST 10, 2018 AND AN ISSUED DATE OF AUGUST 20, 2018

Exception No.	Recording	DESCRIPTION OF EASEMENT	Applies to Subject tract	Applies to Shown Graphically abject tract on Attached Survey Pite
10 e.	VOL. 339, PG. 45	Essement to Derton County Beatric Cooperative, Inc.,	YES	YES
10 €	VOL. 4331, P.G. 1872	Easement to City of Little Bm.	YES	YES
10 g	VOL. 4064, P.G. 1524	Tems, provisors and contitions of Agreement for installation of Utities in Lieu of Paymert of impact Fees.	YES	8
101	CC NO. 2017-117107	Tems, provision, condition and easiement contained in URBy Easiement.	9	8
101	CC NO. 2017-117108	Tems, provision, condition and easement contained in Redprocal Access Easement Agreement	Q.	ON.
10 K	VOL. 4331, P.G. 1877	Easement to City of Little Bm.	YES	YES
101	DOC# 2014-420	All Easoments & Building Lines as shown Plat of Eim Little Property	VES.	YES

NO ON-SITE PARKING NO ZONING INFORMATION PROVIDED BY CLIENT AT THE TIME SURVEY WAS COMPLETED.

SURVEYOR'S CERTIFICATE

To: Lokesh Presed, Eim Little, LP, 3P Little Eim, Republic Tife of Texas, Inc., and First American Title Insur Company in connection with the transaction described in GF# 1002-259592-RTT. Minera is to early that is in some of paid and the assure or withich is bused were made in accordance with the 2016 Minera Smother Design Represents for ALTANSPS und This Savory, (revely participated and abopted by ALTA mATRIS and This Savory, (revely participated and abopted by ALTA mATRIS and Child Savory (revely participated and abopted by the MATRIS and about the Savory (revely participated and abopted by the MATRIS and about the Savory (revely participated and abopted by the MATRIS and about the Savory (revely participated and abopted by the Savory (revely participated and about the 2014).





TEXAS HERUTAGE SURVEYING ILC

10610 Metric Drive, Suite 124, Dallas, TX 75243
Office 214/340-9700 Fax 214/340-9710
txheritage.com
Firm #rof6900

ALTA/NSPS SURVEY
ELDORADO PARKWAY
LOT 3, BLOCK A
ELM LITTE PROPERTY
ALLEN VESTA, LS KINE'Y, ASSTRACT NO. 132
AW ROBERTSON SURVEY, ASSTRACT NO. 1134
CITY OF LITTLE ELM, DENTON COUNTY, TEXAS

DATE: 09/25/2018 / REVISED: 10/02/2018 / JOB # 1802750-2 / SCALE - 1" = 30' J

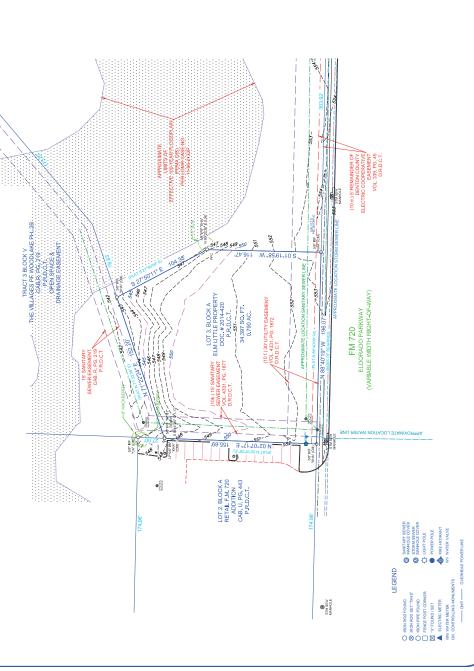
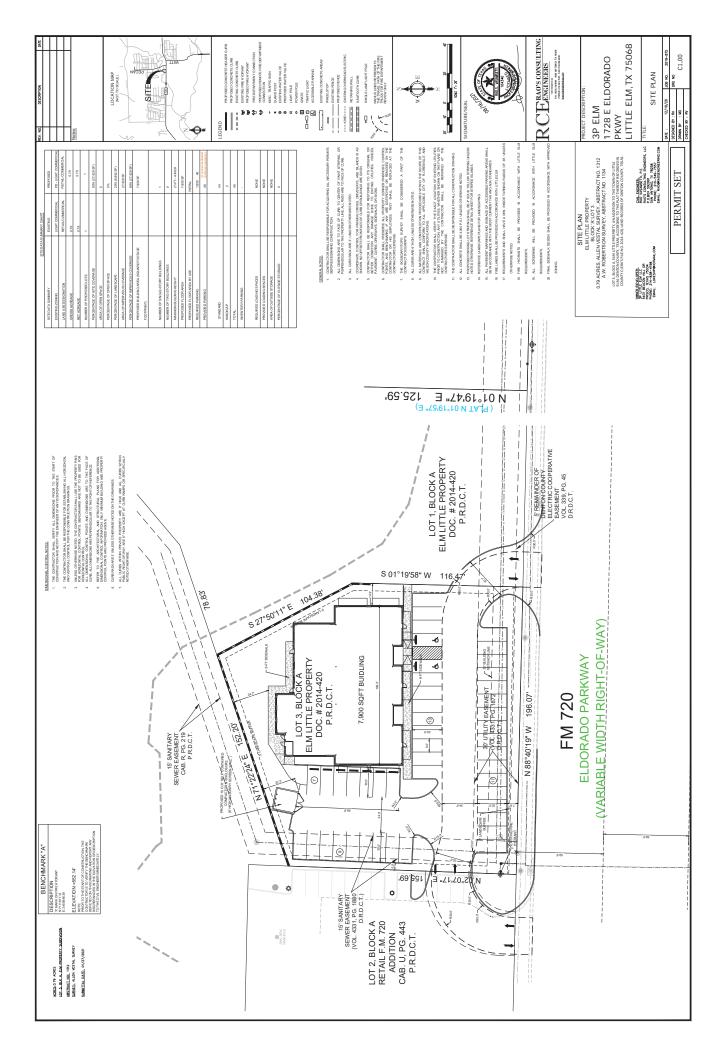
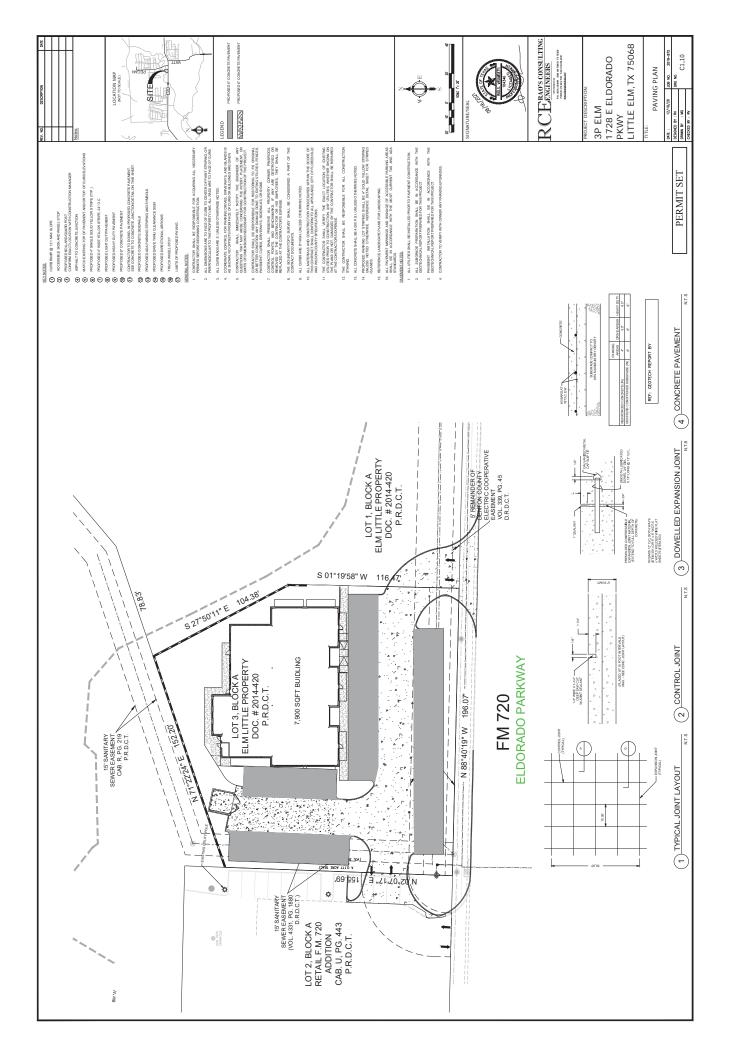
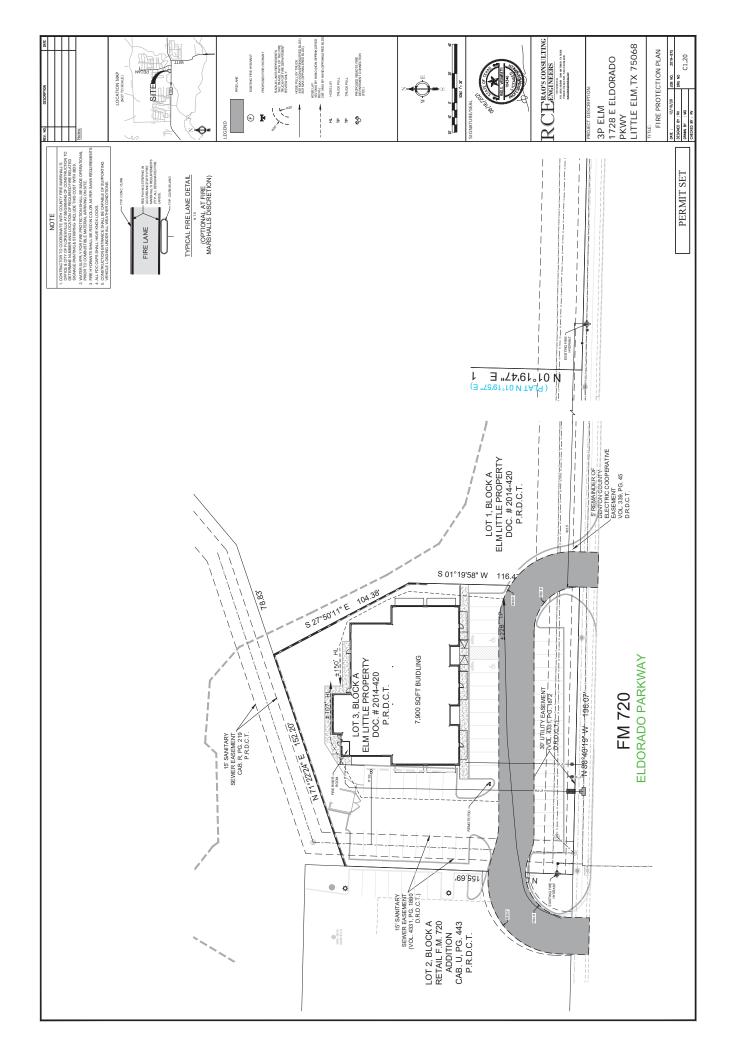


EXHIBIT B

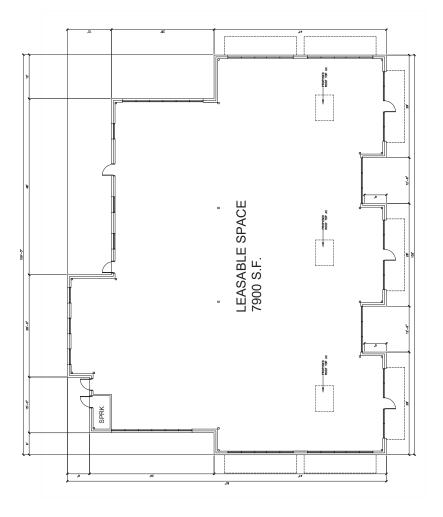
PLANS





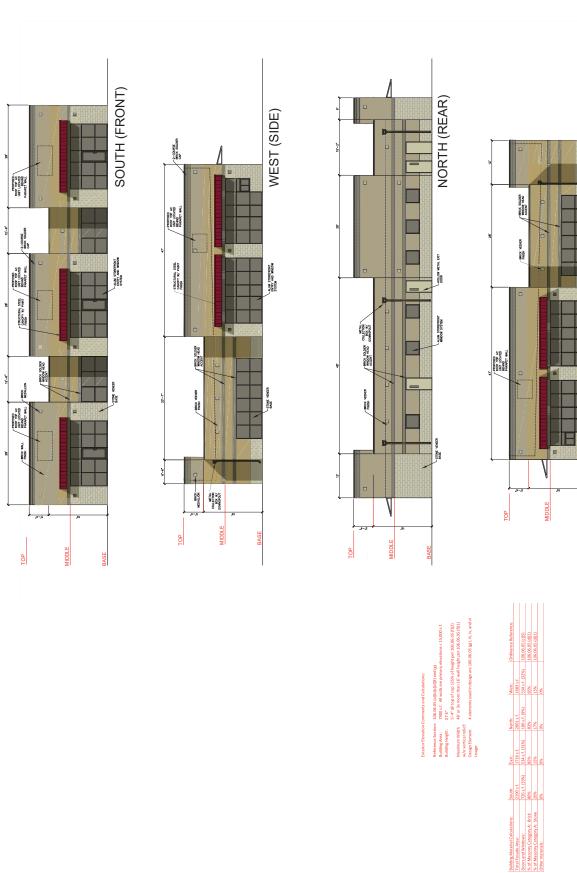






NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION





EXTERIOR MATERIAL / COLORS SCALE: 1/8"=1:0"

EAST (SIDE)

Where do to coughly with one (b) that with an inequal primarily of the primaril or neture 4*10 8 where do to coughly with one (b) that with a fine and with rider to shaule odd contact with soil.

10. Continue analysing admiring something where the control of the coughly of th

Property Description

		PRDCT
Lot 3, Block A	Elm Little Property	Coc. # 2014-420; PI

Key Qly, Common Name AJ 1660 Astan Jasmine

BW 27

Plant List

Microsoft Control of C

w.c2landgroup.co

All and anticle above on contract to be verified by Lindcape Contractor. Lundcape Contractor shall be responsible for installing all labered permitteds.
 Lindcape Contractor and the labered permitted.
 Lindcape Contractor and labered permitted.
 Lindcape Contractor and all framiliates himself with the Lundcape Plum and Specifications and shall be responsible for the requirements of seal of themself with the Social on of all underground utilities and assemble for the installation of any plan mention of all underground utilities and assemble and the situation of any plan mention.
 All plans must compy with the American Records for full any 300-6, by the American Association.

18" width Full and Symmetrical; 36" o.c

General Notes

August 16, 2021

Of Namey with a shape and affective of the topool shall be approved by the Landbapp A chilled prior to application of hypothosis or do support participations, application of hypothosis or do support participations, application of hypothosis or do such which may cause maintenance profession and be to envest by the Landbapp A chilled prior and the support of the sup

12-14 Ht. 5-6 width Full, Symmetrical, Uniform Heigh 4 Naximum Goar Trunks; Staked 18" Ht. 18" width Full and Symmetrical; 36" o.c. 5-6' width Full and Symmetrical; 36" o.c.

Liquidambar styraciffua

Quercus shumardii Cotoneaster horizo

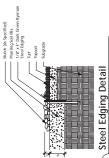
18" width Full and Symmetrical; 36" o.c. 18" width Full and Symmetrical; 24" o.c. 18" width Full and Symmetrical; 36" o.c.

Abelia x grandiflora 'Kaleidoscope' Ilex burfordii

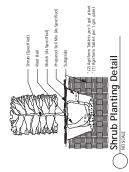
Cherry Laurel Dwarf Abelia Oedar Elm

Dwarf Yaupon Holly

Rock Cotoneaster Shumand Red Oak



	etail	
	lging [
	el Edg	310
₩	Ste	INCOME



Landscape Tabulations

5	5 pts.	10 pts.	
Points Crodit	Points Credit	Total Points	
Mandatory Requirements (25 points required) A Enhanced Landscaning			* Variance Requested
=			

Lawn installation shall not begin until the irrigation system has been completed and is operational.
 Before exploring togogical are assable and untilivated on a plant for full, it induces unless apportined, or or deer aby the Landscape Architect, Cultivation of the pail may be done by disc, garing tooth shrown or deer by the Landscape Architect, Cultivation of the pail may be done by disc, garing tooth shrown red oiller, or smile equipment. This oppration shall be done at right angles to the natural flow of water.

Sod Notes

sing in contract that the contract set of the

Are the risk organisation are seen as the seed and an extension of the control of

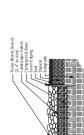
Parking Area Calculations

Decomposed Granite		
 Texas Blend Gravel 	41.8%	% Proposed
Planting	7,226 sf	Landscape Proposed
· Sod	1,730 sf	10% Landscape Required
Landscape Proposed	17,297 sf	Parking Area

30.1% 56.8% 7.7% 100% 2,175 st 4,101 st 560 st 390 st 7,226 st

Street Tree Calculations (Mandatory Requirement)

720 Eldorado Parkway 96 LF of Street Frontage 96 /20 LF = 10 Trees needed 0 Existing Prees 10 Canopy Trees
--



Texas Blend Gravel Detail

Decomposed Granite @ Curb Detail

Tree Planting Detail

(None @ Collar) Agriform Tablets (3 per tree)

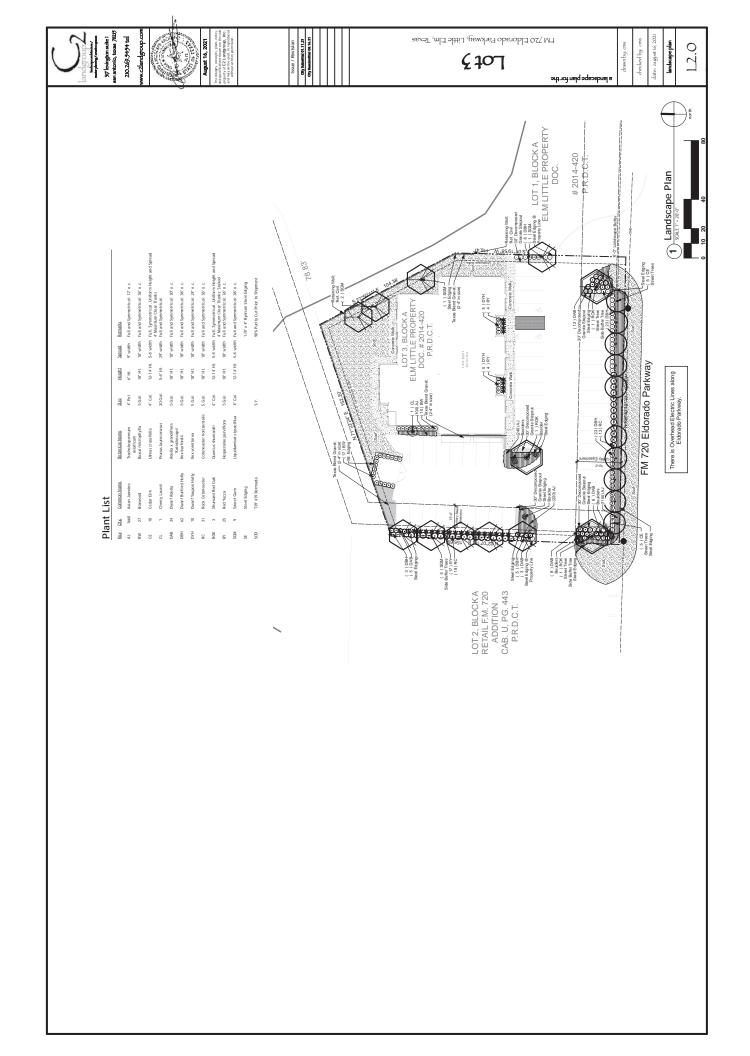
Ceep Mulch Away From Trunk Collar

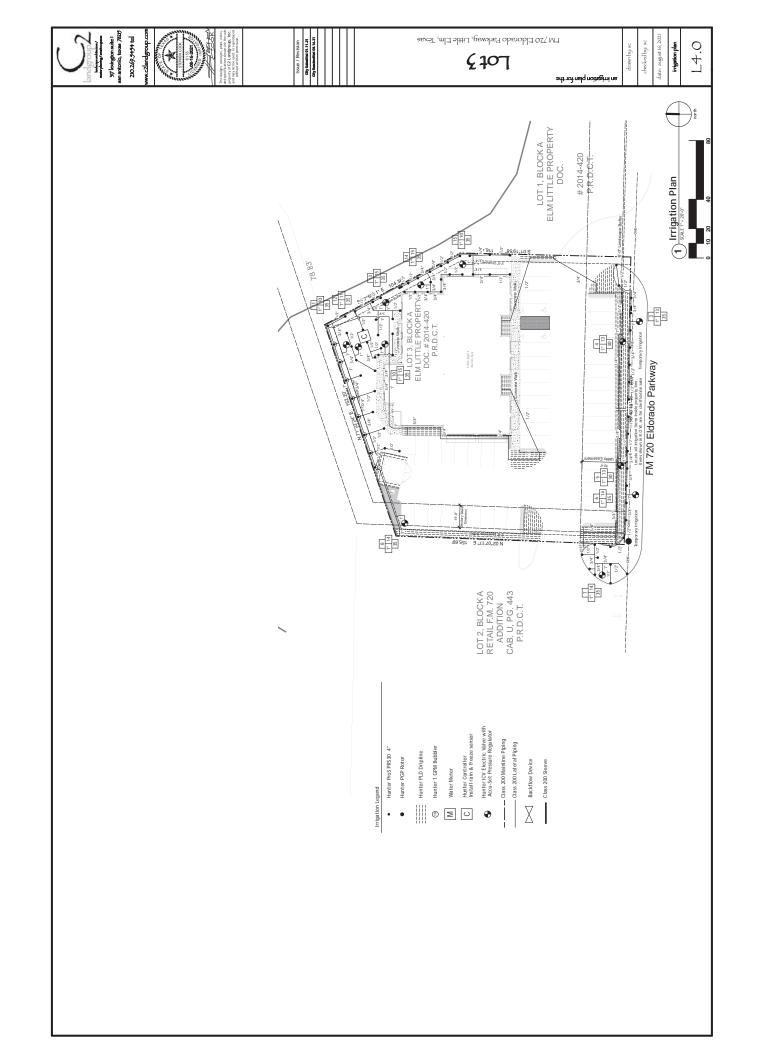
Boulders To Be 1/3 Buried, 2/3 Above Grade And Have Relatively Flat Tops.

Boulder Detail

ndscape notes & det 0.17

checked by: cms drawnby: cms







Date: 11/02/2021

Agenda Item #: 8. A.

Department: Development Services

Strategic Goal: Promote and expand Little Elm's identity

Staff Contact: Fred Gibbs, Director of Development Services

AGENDA ITEM:

Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Respace Texas LLC - DBA - Respace.**

DESCRIPTION:

The attached agreement is to solidify the Planned Development and the intended design of the proposed commercial development as outlined in the associated planned development documents and plans for Kings Cove Planned Development.

BUDGET IMPACT:

There is no budget impact associated with this item.

RECOMMENDED ACTION:

Staff recommends Council to consider and execute the attached agreement.

Attachments

Development Agreement - Kings Cove PD

STATE OF TEXAS	§	DEVELOPMENT AGREEMENT
	§	FOR KINGS COVE PD
COUNTY OF DENTON	§	

This Development Agreement for Kings Cove Planned Development ("<u>Agreement</u>") is entered into between Respace Texas LLC - DBA - Respace ("<u>Developer</u>"), whose address for purposes of this Agreement is 4050 McEwen Road, Suite 8101, Farmers Branch, 75244, and the Town of Little Elm, Texas ("<u>Town</u>"), whose address for purposes of this Agreement is 100 W. Eldorado Parkway, Little Elm, TX 75068. Developer and the Town are sometimes referred herein together as the "**Parties**" and individually as a "**Party**."

Recitals:

- 1. Developer is the owner of 8.9 acres generally located on the southeast corner of the intersection of King Road and Witt Road in the Town of Little Elm, Texas (the "<u>Property</u>"), which Property is more particularly described in <u>Exhibit A</u> attached hereto.
- 2. In furtherance of the development of the Property, the Parties have negotiated certain matters regarding the Property as set forth in this Agreement.
- 3. The Parties seek to memorialize these negotiated matters and to include them in this contractually-binding Agreement.
- **NOW, THEREFORE**, for and in consideration of the above and foregoing premises, the benefits to each of the Parties from this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, the Parties do hereby agree as follows:
- **Section 1.** <u>Incorporation of Premises</u>. The above and foregoing Recitals are true and correct and are incorporated herein and made a part hereof for all purposes.
- **Section 2.** Term. This Agreement shall be effective as of the date of execution of this Agreement by the last of the Parties to do so ("<u>Effective Date</u>"). This Agreement shall remain in full force and effect from the Effective Date until terminated by the mutual agreement of all of the Parties in writing, or until all obligations in the Agreement have been fulfilled ("<u>Term</u>").

Section 3. Agreements. The Parties agree as follows:

A. The negotiated and agreed upon zoning and development standards contained in the Kings Cove PD Ordinance, attached hereto as **Exhibit B**, which incorporate by reference the general zoning regulations of the Town's zoning ordinance, are hereby adopted and incorporated into this agreement as contractually-binding obligations of the Developer.

Section 4. <u>Miscellaneous</u>.

A. <u>Applicability of Town Ordinances</u>. When the Property is developed, Developer shall construct all structures on the Property, in accordance with all applicable Town ordinances and

building/construction codes, whether now existing or arising prior to such construction in the future.

- **B.** <u>Default/Mediation</u>. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.
- **C.** <u>Venue</u>. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Denton County, Texas.
- **D.** Relationship of Parties. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership, joint venture, joint enterprise, or other relationship between or among the Parties.
- **E.** <u>Severability</u>. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- **F.** Cumulative Rights and Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

- **G.** <u>Exhibits</u>. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.
- **H.** Surviving Rights. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination or expiration of this Agreement shall survive termination or expiration.
- **I.** <u>Applicable Laws</u>. This Agreement is made subject to the existing provisions of the Charter of the Town of Little Elm, its present rules, regulations, procedures and ordinances, and all applicable laws, rules, and regulations of the State of Texas and the United States.
- **J.** Authority to Execute. The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto.
- **K.** <u>Amendments</u>. This Agreement may be only amended or altered by written instrument signed by the Parties.
- **L.** <u>Headings</u>. The headings and captions used in this Agreement are for the convenience of the Parties only and shall not in any way define, limit or describe the scope or intent of any provisions of this Agreement.
- **M.** Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other collateral oral or written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.
- **N.** <u>Filing in Deed Records</u>. This Agreement shall be recorded in the real property records of Denton County, Texas. This Agreement and all of its terms, conditions, and provisions is and shall constitute a restriction and condition upon the development of the Property and all portions thereof and a covenant running with the Property and all portions thereof, and is and shall be binding upon Developer and all of Developer's heirs, successors, and assigns and the future owners of the Property and any portion thereof; provided, however, this Agreement shall not constitute an obligation of or be deemed a restriction or encumbrance with respect to any final platted residential lot upon which a completed home has been constructed.
- O. Notification of Sale or Transfer; Assignment of Agreement. Developer shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement with respect to the portion of the Property transferred to Assignee. If the Property is transferred or owned by multiple parties, this Agreement shall only apply to, and be binding on, such parties to the extent of the Property owned by such successor owner, and if the Developer or any Assignee is in default under this Agreement, such default

shall not be an event of default for any non-defaulting Assignee which owns any portion of the Property separate from the defaulting Developer or Assignee. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement with respect to the Property transferred to the successor developer, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

- **P.** <u>Sovereign Immunity</u>. The Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.
- **Q.** Exactions/Infrastructure Costs. Developer has been represented by legal counsel, or has had an opportunity to do so, in the negotiation of this Agreement, and been advised, or has had the opportunity to have legal counsel review this Agreement and advise Developer, regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town in this Agreement are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Developer hereby releases the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.
- **R.** <u>Waiver of Texas Government Code § 3000.001 et seq.</u> With respect to the improvements constructed on the Property pursuant to this Agreement, Developer hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005.
- **S.** Rough Proportionality. Developer hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution with respect to infrastructure requirements imposed by this Agreement. Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement, with respect to infrastructure requirements imposed by this Agreement.
- **T.** Form 1295 Certificate. The Developer agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, the Developer agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the Town, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate.

- **Undocumented Workers Provision.** The Developer certifies that 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 any public subsidy provided under this Agreement to Developer plus six percent (6.0%), not later than the 120th day after the date the Town notifies Developer of the violation.
- **V.** <u>Non-Boycott of Israel Provision.</u> In accordance with Chapter 2270 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2270 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless Developer is not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Developer verifies that Developer does not boycott Israel and will not boycott Israel during the Term of this Agreement.
- W. <u>Prohibition on Contracts with Certain Companies Provision.</u> In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.
- **X.** Report Agreement to Comptroller's Office. Town covenants and agrees to report this Agreement to the State Comptroller's office within fourteen (14) days of the Effective Date of this Agreement, in accordance with Section 380.004 of the Texas Government Code, as added by Texas House Bill 2404, 87th Tex. Reg. Session (2021) (effective September 1, 2021). [For Chapter 380 Agreements]
- Y. Verification Against Discrimination of Firearm or Ammunition Industries. Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.
- **Z.** <u>Verification Against Discrimination Developer Does Not Boycott Energy Companies.</u> Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) the Developer will not boycott energy companies during the Term of this Agreement.

EXECUTED by the Parties on the dates set forth below, to be effective as of the date first written above.

DEVELOPER a company	TOWN OF LITTLE ELM, TEXAS
Ву:	By: Matt Mueller Town Manager
Date:	Date:
	ATTEST:
	By:
	Kate Graham Acting Town Secretary

STATE OF TEXAS	§ §	
COUNTY OF DENTON		
personally appeared MATT known to me to be the pe	MUELLER, To erson whose nam	ty, on this day of, 2021, own Manager of the Town of Little Elm, Texas, ne is subscribed to the foregoing instrument and same for the purposes and consideration therein
[Seal]		By: Notary Public, State of Texas
		Notary Public, State of Texas
		My Commission Expires:
STATE OF TEXAS	§ 8	
COUNTY OF		
personally appearedsubscribed to the foregoing	instrument and a	ty, on this day of, 2021,, known to me to be the person whose name is acknowledged to me that he executed the same for pressed and in the capacity of a duly authorized
[Seal]		By:
		My Commission Expires:

EXHIBIT A

Property Description

EXHIBIT A

Metes and Bounds

BEING a tract of land out of the H. Kendall Survey, Abstract Number 713, in the Town of Little Elm, Denton County, Texas, and being a portion of that tract of land described by deed to Ranchetta, LLC as recorded under Document Number 2005-67916, Official Public Records, Denton County, Texas, (O.P.R.D.C.T.), the subject property being more particularly described by metes and bounds as follows (bearings are based on State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD '83)):

BEGINNING at a 1/2 inch rebar found for the southeast corner of said Ranchetta tract and the herein described tract;

THENCE South 89 degrees 34 minutes 30 seconds West, with the south line of said Ranchetta tract, passing a 5/8 inch rebar found for the northeast corner of a tract of land described by deed to ARI Holdings, LLC as recorded under Document Number 2009-122154, (O.P.R.D.C.T.) at a distance of 222.09 feet, and continuing for a total distance of 484.95 feet to a point for the southwest corner of said Ranchetta tract;

THENCE North 00 degrees 55 minutes 09 seconds West, with the west line of said Ranchetta tract, a distance of 82.15 feet to a point for the south corner of a tract of land described by deed to the Town of Little Elm as recorded under Document Number 2015-130330, (O.P.R.D.C.T.), said point being the beginning of a non-tangent curve to the left, having a radius of 520.00 feet, with a delta angle of 10 degrees 45 minutes 00 seconds, whose chord bears North 04 degrees 07 minutes 59 seconds East, a distance of 97.42 feet;

THENCE with the perimeter and to the corners of said Town of Little Elm tract, the following calls:

- 1. Along said non-tangent curve to the left, an arc length of 97.56 feet to a point for corner;
- 2. North 01 degrees 14 minutes 31 seconds West, a distance of 391.22 feet to a point for corner;
- 3. South 09 degrees 04 minutes 55 seconds West, a distance of 36.71 feet to a point in the west line of said Ranchetta tract;

THENCE with the perimeter and to the corners of said Ranchetta tract, the following calls:

- 1. North 00 degrees 55 minutes 09 seconds West, a distance of 272.90 feet to a point for corner;
- 2. North 89 degrees 16 minutes 01 seconds East, a distance of 324.38 feet to a point at the beginning of a tangent curve to the right, having a radius of 1,827.26 feet, with a delt angle of 05 degrees 03 minutes 18 seconds, whose chord bears South 88 degrees 12 minutes 20 seconds East, a distance of 161.16 feet;
- 3. Along said tangent curve to the right, an arc length of 161.21 feet to a point for corner;
- 4. South 00 degrees 53 minutes 19 seconds East, passing at a distance of 32.37 feet a 1/2 inch rebar with cap stamped, "CARTER & BURGESS" found for the northwest corner of a tract of land described by deed to DD Kings Court, LTD. as recorded under Document Number 2020-28318, (O.P.R.D.C.T.), and continuing and passing at an additional distance of 410.76 feet a 1/2 inch rebar found for reference, and continuing for a total distance of 802.65 feet to the POINT OF BEGINNING and enclosing 8.918 acres (388,462 square feet) of land, more or less.

<u>EXHIBIT B</u>
Kings Cove PD Ordinance

TOWN OF LITTLE ELM ORDINANCE NO. 1642

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING THE ZONING FROM LIGHT COMMERCIAL (LC) TO A PLANNED DEVELOPMENT – SINGLE FAMILY 4 (PD-SF4) DISTRICT IN ORDER TO ALLOW A SINGLE FAMILY DEVELOPMENT WITH MODIFIED DEVELOPMENT STANDARDS ON 8.9 ACRES OF LAND GENERALLY LOCATED ON THE SOUTHEAST CORNER OF THE INTERSECTION OF KING ROAD AND WITT ROAD; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town possesses all the rights, powers, and authorities possessed by all home rule municipalities, including the authority to regulate land uses under Chapter 211 of the Texas Local Government Code; and

WHEREAS, a request for a Planned Development-Single Family 4 (PD-SF4) with modified development standards on approximately 8.9 acres of land currently zoned Light Commercial (LC), more specifically described in the exhibits, attached hereto; and

WHEREAS, this zoning change is accordance with the most current adopted Comprehensive Plan of the Town of Little Elm; and

WHEREAS, the Town Council and the Planning & Zoning Commission of the Town of Little Elm, in compliance with the laws of the State of Texas and the ordinances of the Town of Little Elm, have given the required notices and held the required public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof regarding the requested zoning change described herein; and

WHEREAS, at its regular meeting held on October 7, 2021 the Planning & Zoning Commission considered and made recommendations on a request for a Planned

Development-Single Family 4 (PD-SF4) (Case No. PD-21-02146); and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning & Zoning Commission and any other information and materials received at the public hearing, the Town Council of the Town of Little Elm, Texas, has determined that the request is in the interest of public health, safety and welfare of the citizens of the Town of Little Elm.

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

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

SECTION 2. ZONING AMENDMENT That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by issuing a Planned Development-Single Family 4 (PD-SF4) with modified development standards in order to allow a single family residential development, the same generally located on the southeast corner of the intersection of King Road and Witt Road, within Little Elm Town limits, approximately 8.9 acres of land more particularly described as **Exhibit A**, and attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

SECTION 3. CONDITIONS AND REGULATIONS. The permitted uses and standards shall be in accordance with the Single Family 4 (SF4) District, unless otherwise specified herein:

a) The Zoning and Land Use Regulations, and all conditions set forth in Exhibit B attached hereto and made a part hereof for all purposes shall be adhered to in their entirety for the purposes of this Planned Development-Single Family 4 (PD-SF4). In the event of conflict between the provisions of Exhibit B and provisions of any other exhibit, the provisions of Exhibit B control.

SECTION 4. PLANNED DEVELOPMENT MASTER PLAN The Concept Plan Exhibit and related plans, images, and documents approved and described as **Exhibit C** attached hereto and made a part hereof are approved. The subject property shall be improved in accordance with the plans set forth in **Exhibit C**.

a) If, after two years from the date of approval of the Planned Development Master Plan, no substantial development progress has been made within the PD, then the Planned Development Master Plan shall expire. If the Planned Development

Master Plan expires, a new Planned Development Master Plan must be submitted and approved according to the procedures within the Zoning Ordinance, Planned Development Districts. An extension of the two year expiration shall be granted if a development application for the PD has been submitted and is undergoing the development review process or if the Director of Development Services determines development progress is occurring.

- b) The Planned Development Master Plan shall control the use and development of the property, and all building permits and development requests shall be in accordance with the plan until it is amended by the City Council.
- c) If a change to the Concept Plan, if any, is requested, the request shall be processed in accordance with the development standards in effect at the time the change is requested for the proposed development.

SECTION 5. 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 indirect conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

SECTION 5. ZONING MAP. The official zoning map and Future Land Use Map of the Town shall be amended to reflect the changes in zoning made by this ordinance.

SECTION 6. PENALTY. Any person, firm, or corporation violating any of the provision of this ordinance shall be punished by a penalty of a fine not to exceed the sum of Two Thousand Dollars (\$2,000) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 7. SEVERABILITY. The sections, paragraphs, sentences, phrases, and words of this Ordinance are severable, and if any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid or unconstitutional, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any person, firm, corporation, situation or circumstance, nor shall adjudication affect any other section or provision of the Comprehensive Zoning Ordinance of the Town of Little Elm, Texas, and the Town Council hereby declares that it would have adopted the valid portions and applications of the ordinance without the valid parts and to this end the provisions of this ordinance shall remain in full force and effect.

SECTION 8. REPEALER. That all ordinances of the Town of Little Elm in conflict with the provisions of this ordinance be and the same are hereby repealed to the extent of that conflict.

SECTION 9. EFFECTIVE DATE. That this Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the Town Charter.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 2nd day of November, 2021.

	Town of Little Elm, Texas
	Curtis Cornelious, Mayor
ATTEST:	
Kate Graham, Acting Town Secretary	

EXHIBIT A

Metes and Bounds

BEING a tract of land out of the H. Kendall Survey, Abstract Number 713, in the Town of Little Elm, Denton County, Texas, and being a portion of that tract of land described by deed to Ranchetta, LLC as recorded under Document Number 2005-67916, Official Public Records, Denton County, Texas, (O.P.R.D.C.T.), the subject property being more particularly described by metes and bounds as follows (bearings are based on State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD '83)):

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EXHIBIT B

DEVELOPMENT REGULATIONS

KINGS COVE PLANNED DEVELOPMENT REGULATIONS

DATE: SEPTEMBER 2021

PREPARED BY:



5200 STATE HIGHWAY 121 COLLEYVILLE, TEXAS 76034 817-488-4960 TBPE FIRM # 15874

KINGS COVE PLANNED DEVELOPMENT DISTRICT STATEMENT OF INTENT AND PURPOSE

This zoning submittal encompasses approximately 8.9 total acres of land within the Town of Little Elm more fully described on the legal description attached as Exhibit A (the "Property"). The proposed use for the Property is to provide Single-Family residential homes. This planned development ("PD") will provide the zoning regulations, as depicted in Exhibit B, necessary to develop the site and the final layout must generally conform to Exhibit C.

It is the intent of this PD to alter the base zoning for the tract from Light Commercial (LC) to Single Family (SF-4). Any conflict between this PD and the Zoning Ordinance shall be resolved in favor of those regulations set forth in this PD, or as may be ascertained through the intent of this PD. As used herein "Zoning Ordinance" means the comprehensive zoning of the Town of Little Elm, Texas, in effect on the effective date of this Agreement, except otherwise defined in this Agreement. Uses and development regulations specifically modified, designated or included in this PD shall not be subject to amendment after the date of the adoption of this PD (the "Effective Date") (whether through the amendment of the Zoning Ordinance or otherwise), except through an amendment of this PD. Uses and development regulations which otherwise are not specifically modified, designated or included in this PD shall be controlled by the "Zoning Ordinance", unless the context provides to the contrary.

Project Location

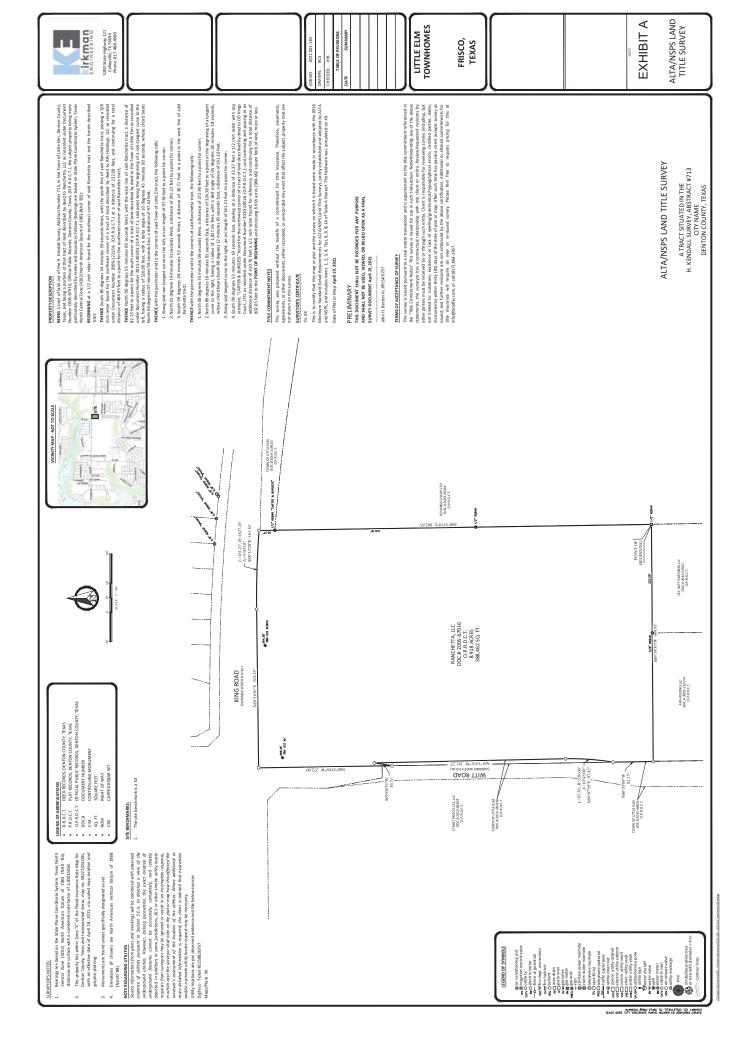
The proposed PD is located on the southeast corner of the intersection of King Road and Witt Road. Legal descriptions (Exhibit A), a zoning exhibit (Exhibit B) and a site plan (Exhibit C) have been provided.

The project area is primarily surrounded by existing and future single family residential uses. This PD will provide for the opportunity to develop the following:

• Single Family (SF) zoning with a maximum of 47 homes with a typical lot size of forty (40) foot wide and one hundred and fifteen (115) foot deep.

Site Plan

<u>Exhibit C</u> identifies and locates the proposed Single Family lots within the Property. The proposed development will have unified and consistent design elements and provide an integrated development that compliments the Town of Little Elm.



SE. Corner of King Road and Witt Road Town of Little Elm, Denton County, Texas JOB# 2021.001.185



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Jøhn H. Barton III, RPLS #6737 jack@bcsdfw.com | 817.864.1949 5200 State Highway 121

Colleyville, TX 76034 Firm# 10194474 JOHN H. BARTON III

Kirkman Engineering, LLC | Barton Chapa Surveying, LLC 5200 State Highway 121 Colleyville, TX 76034 | 817.488.4960 TBPE FIRM# 15874 | TBPLS FIRM# 10194474

EXHIBIT B PLANNED DEVELOPMENT DISTRICT STANDARDS

GENERAL CONDITIONS FOR PD:

- 1) <u>Purpose.</u> The purpose of the PD Planned Development district is to allow single-family neighborhood with a trail extension of the intersection of King Road and Witt Road to McCord Park.
- 2) <u>Use regulations.</u> No building, structure, land or premises will be used, and no building or structure shall hereafter be erected, constructed, reconstructed, or altered, except for one or more of the uses specified in Section 106.05.01(a), "Schedule of Uses Residential."
- 3) <u>Base Zoning District.</u> The permitted uses and standards shall be in accordance with the Single Family 4 (SF-4) zoning district, unless otherwise specified herein.
- 4) Height and area regulations.
 - a. The height of buildings, the minimum dimensions of lots and yards, and the minimum lot area per family permitted on any lot shall be as follows:

SF – Single Family District Developm	nent Standards
Maximum Height	35'
Minimum Front Yard Setback	20'
Minimum Side Yard Setback	5′
Minimum Side Yard Setback on corner	10'
Minimum Rear Yard Setback	15'
Minimum Lot Width (at building line) ¹	40'
Minimum Lot Depth ²	115'
Minimum Lot Area	4600 sq. ft.
Minimum number garage spaces	2
Number of other drive spaces	2
Maximum Lot Coverage (gross lot area)	55%
Minimum Living Floor Area	2,000 sq. ft.

Note 1: Lot width shall be measured at the front building line for cul-de-sac or "knuckle" lots. Note 2: Cul-de-sac or "knuckle" lots may be a minimum of one hundred (100) feet.

- b. All dwellings shall be accessible from the street and front entry. Minimum front driveway width shall be 16'.
- c. All public sidewalks shall be five (5) feet in width.

5) <u>Conceptual plan required</u>. The Concept Plan attached hereto as Exhibit C, and incorporated herein by reference, demonstrates potential locations and relationships of the uses permitted under this PD.

An amendment to a concept plan approved as a part of the ordinance establishing the planned development district is a change in zoning district classification and must follow the same procedures set forth in Section 106.04.03, except the director of planning and development may approve minor revisions which do not alter the basic relationship of the proposed development.

6) <u>Landscape requirements:</u>

- A minimum twenty (20) foot wide landscape and wall buffer is provided for perimeter walls that are adjacent to collector/arterial roads and are to be platted as common areas.
- No rear landscape buffer shall be provided for lots adjacent to other residential lots or open space lots.
- A trail six (6) feet in width shall connect from the intersection of King Road and Witt Road on the western boundary of the property.
- In areas where trees are required, grouping or spacing trees shall be allowed. All large trees must be four-inch (4") minimum caliper diameter at breast height (dbh). All small trees must be two-inch (2") minimum caliper diameter. Measurement is at twelve-inches (12") from grade at time of planting.
- All shrubs shall be a minimum of three (3) gallon in size when planted and shall be planted in the front yard and corner lot landscape beds. Measurement is at twelve-inches (12") from grade at time of planting.
- Tree spacing shall be a minimum of 1 tree per 40' along King Road and Witt Road.
- An enhanced entrance to the subdivision shall be located on Witt Road and shall consist of a typical one hundred (100) foot ROW entrance with stone columns, community name signage located on or within the hardscape screening and stone planters. Future plans are subject to review and approval by the Director of Development Services.
- All other landscaping shall comply with the Zoning Ordinance, as it exists or may be amended in accordance with the standards in effect at the time of development or requested change.

- 7) <u>Screening Standards:</u> All development within this PD District shall comply with the following minimum screening standards:
 - A twenty-foot (20') landscape buffer for all lots backing or siding to King Road and Witt Road.
 - Residential lots adjacent to King Road and Witt Road: 6' solid masonry wall and trees spaced at one tree per 40' of adjacency to the roadways.
 - Residential lots adjacent to commercial property: 8' solid masonry wall and 3' landscaped berm (maintained by HOA).
 - Residential lots adjacent to open space or park land: wrought iron fencing with a living screen on the open space side.
 - All residential fences shall be board construction to conform to Section 106.06.32 (Residential Fences) of the Zoning Ordinance. Interior portions of fences (alongside and rear yards) shall be board on board construction.
- 8) <u>Homeowners Association:</u> A Homeowners' Association (HOA) or associations will be established for the development. Dedicated open space and retaining walls greater than four (4) feet, and screening walls will be owned and maintained by the HOA.
- 9) <u>Open Space:</u> A minimum of ten percent (10%) of the tract area, excluding rights-of-way for collector and larger size streets, shall be devoted to open space. The open space requirements shall be met for the tract as defined on Exhibit C. Open space includes areas used for facilities such as walks, plazas, courts, recreational amenities, detention/retention ponds, amenity centers, landscape buffers, public or private parks, water features and other similar uses.

Detention/Retention areas must be amenitized on three sides with improvements. A sidewalk, bench or pavilion constitutes an improvement. Open space includes any parcel of land or water (no minimum dimension) exclusive of public right-of-way, associated with all non-residential and residential developments that is generally provided to improve the microclimate and/or aesthetics of the site and that is not covered by buildings, structures, parking or loading areas and driveways (except for parking or loading areas and driveways associated with the open space uses or any principal or accessory use of such open space as described above in this section). Detention/Retention areas must follow requirements of Section 106.06.14.

<u>Tree Requirement in Detention/Retention Areas:</u>

Detention/Retention HOA lots shall provide five (5) large trees for every acre or portion of an acre of detention/retention space. The trees that are provided shall be irrigated.

Other than the provisions of open space required by this Section 1.8, no park land dedication or construction of park improvements shall be required. Park fees will still be required.

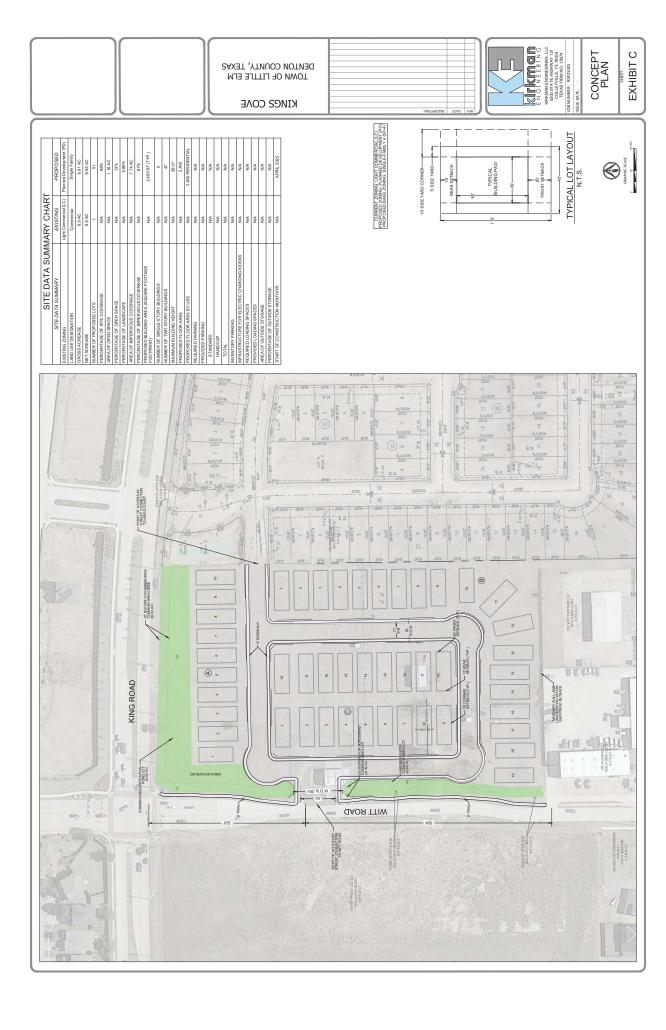
- 10) <u>Architectural Standards:</u> Minimum design elements listed in Section 106.06.03 Architectural Standards for Residential Structures will apply with the following enhancements required for this community:
 - Decorative driveway paving (e.g. salt finish, exposed aggregate, or other treatments approved by the Town's building official) is required for all homes.
 - Elevation Repetition. Each unique house elevation and brick color shall not be repeated on the lot most directly across the street or diagonal, nor shall it be repeated on three (3) lots in either direction on the same side of the street.
 - All homes must include at least six (6) of the architectural design features listed in Section 106.06.03(c), in addition to the decorative driveway paving requirement.
 - Minimum Masonry Requirement. All exterior facades will be 100% masonry (brick and stone). Cementitious fiberboard, cedar trim or engineered wood may also be used for architectural features, including window box-outs, bay windows, roof dormers, columns, chimneys not part of an exterior wall or other architectural features approved by the Director.
 - 25% of home construction will have a front porch that is a minimum of 10' in width and 6' in depth. Porches may encroach a maximum of five feet over the front yard setback in order to provide elevation articulation along the streetscape.
 - Garage Doors will be painted or stained cedar wood doors.
 - Front entry doors to the home shall be 8' in height.
 - All front yard landscape beds and side yard landscape beds shall be enclosed by masonry edging comprised of brick and/or stone.
 - The architectural exhibits provided in this PD, "Exhibit E" are incorporated herein by reference and demonstrate potential elevations and floorplans. The ultimate design must generally conform to Exhibit E and will be provided at time of building permit by designated home builder.

WAIVERS FOR PD:

Min front yard setback 25' – Requested Min. 20' front yard setback
Min side yard setback 6' – Requested Min. 5' side yard setback
Min side yard setback on corner 28' – Requested Min. 10' side yard setback
Min rear yard setback 20' – Requested Min. 15' rear yard setback
Min Lot width 60' – Requested Min. 40' front width
Min lot area 6,000 sq. ft. – Requested Min. lot area 4,600 sq. ft.
Screening masonry wall height 8' – Requested 6' screening masonry wall

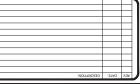
EXHIBIT C

PLANS AND IMAGES



TOWN OF LITTLE ELM
DENTON COUNTY, TEXAS

KINGS COVE



* mh. pot, 12" o.c.

Winter Creeper

8

3 Gal. Mh. Specing per plan

3 Gal. Min. Specing Per Plan 3 Cal. Mh. Specing Per Plan

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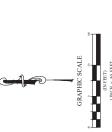
ALL LANDSCAPED AREAS MUST BE IRRIGATED BY A VEYOMATIC UNDERGROUND IRRIGATION SYSTEM EQUIPPED WITH OPERATING RAIN AND FREEZE SENSORS.

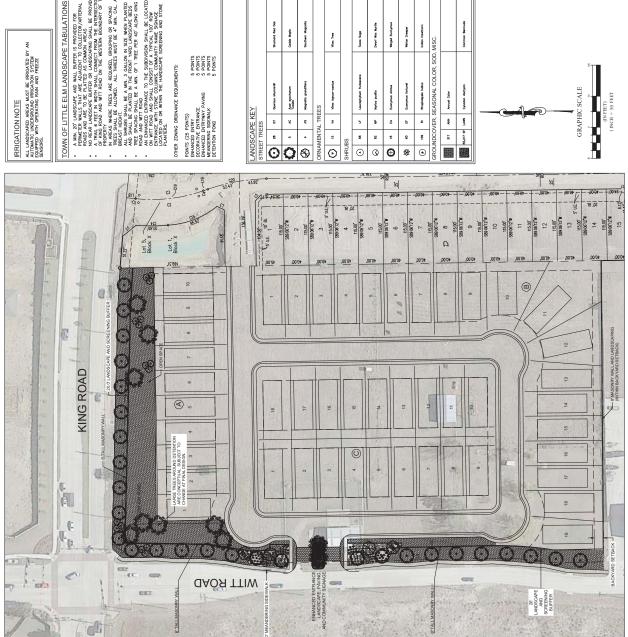
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5 POINTS 5 POINTS 5 POINTS 5 POINTS 5 POINTS OTHER ZONING ORDINANCE REQUIREMENTS: POINTS (25 POINTS)
ENHANCED ENTRY
DECORATIVE ENTRANCE
ENHANCED ENTRYWAY PANING
MEANDERING SIDEWALK
DETENTION POND

		4° Col. Min. Cont. Graen—65 Gol. 12'—15' Height, 6'—8' Spread Specimen	4° Col. Min. Cont. Gross—63 Gol. 12'—15' Height, 6'—8' Spread Specimen	4° Col. Min. Cont. Grown-63 Gol. 12'-15' Height, 6'-8' Spread Specimen		3 stems, st. contoiner			
		Cot. Mh. Con 12'-15' Height, 4 Specimen	Cot. Mh. Con 12'-15' Height, 4 Specimen	Cot. Mh. Con 12'-15' Height, 4 Specimen		Mutb-trunk, min. 3 stems, 10-12' ht., 65 gd. contoine Specimen		3 Cal. Mh. Specking Per Plan	
		Shumord Red Odk	Coedo Mapie	Southern Magnolia		When Stree		Teem Stope	
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Cynedon dactylan	
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TOWN OF LITTLE ELM



L1.00







Second floor







First floor







Second floor





Date: 11/02/2021

Agenda Item #: 8. B.

Department: Development Services

Strategic Goal: Promote and expand Little Elm's identity

Staff Contact: Fred Gibbs, Director of Development Services

AGENDA ITEM:

Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and 3P Little Elm LLC.**

DESCRIPTION:

The attached agreement is to solidify the Planned Development and the intended design of the proposed commercial development as outlined in the associated planned development documents and plans for 3P Elm Planned Development.

BUDGET IMPACT:

There is no budget impact associated with this item.

RECOMMENDED ACTION:

Staff recommends Council to consider and execute the attached agreement.

Attachments

Location Map

3P Developers Agreement for PD





Zoning Case For 3P Elm

BLK A LOT 3 Zoning Case# 21-PD-004

0.02 0.04 0.07 Miles



Town of Little Elm Denton County, Tx

m Tx

Date: 9/16/2021

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.

Frisc 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.

STATE OF TEXAS	§	DEVELOPMENT AGREEMENT
	§	FOR 3P ELM PD
COUNTY OF DENTON	8	

This Development Agreement for 3P Elm Planned Development ("<u>Agreement</u>") is entered into between 3P Little Elm LLC ("<u>Developer</u>"), whose address for purposes of this Agreement is 5431 Beacon Hill Drive, Frisco TX 75034, and the Town of Little Elm, Texas ("<u>Town</u>"), whose address for purposes of this Agreement is 100 W. Eldorado Parkway, Little Elm, TX 75068. Developer and the Town are sometimes referred herein together as the "<u>Parties</u>" and individually as a "<u>Party</u>."

Recitals:

- 1. Developer is the owner of .79 acres generally located at 1728 East Eldorado Parkway, on the north side of Eldorado Parkway, approximately 300 feet from Preston on the Lake Boulevard in the Town of Little Elm, Texas (the "<u>Property</u>"), which Property is more particularly described in **Exhibit A** attached hereto.
- 2. In furtherance of the development of the Property, the Parties have negotiated certain matters regarding the Property as set forth in this Agreement.
- 3. The Parties seek to memorialize these negotiated matters and to include them in this contractually-binding Agreement.
- **NOW, THEREFORE**, for and in consideration of the above and foregoing premises, the benefits to each of the Parties from this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, the Parties do hereby agree as follows:
- **Section 1.** <u>Incorporation of Premises</u>. The above and foregoing Recitals are true and correct and are incorporated herein and made a part hereof for all purposes.
- **Section 2.** Term. This Agreement shall be effective as of the date of execution of this Agreement by the last of the Parties to do so ("**Effective Date**"). This Agreement shall remain in full force and effect from the Effective Date until terminated by the mutual agreement of all of the Parties in writing, or until all obligations in the Agreement have been fulfilled ("**Term**").

Section 3. Agreements. The Parties agree as follows:

- A. The negotiated and agreed upon zoning and development standards contained in the 3P Elm PD Ordinance, attached hereto as **Exhibit B**, which incorporate by reference the general zoning regulations of the Town's zoning ordinance, are hereby adopted and incorporated into this agreement as contractually-binding obligations of the Developer.
- **B.** The Developer must obtain an access easement agreement from the adjacent property owner to the west, and an access agreement from the Town to the east, as shown on the proposed plans, in order to utilize as well as maintain

the off-site property for cross-access. Fully executed agreements must be presented with the plat submittal.

Section 4. <u>Miscellaneous</u>.

- **A.** <u>Applicability of Town Ordinances</u>. When the Property is developed, Developer shall construct all structures on the Property, in accordance with all applicable Town ordinances and building/construction codes, whether now existing or arising prior to such construction in the future.
- **B.** <u>Default/Mediation</u>. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.
- **C.** <u>Venue</u>. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Denton County, Texas.
- **D.** Relationship of Parties. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership, joint venture, joint enterprise, or other relationship between or among the Parties.
- **E.** Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- **Cumulative Rights and Remedies**. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict

compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

- **G.** <u>Exhibits</u>. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.
- **H.** <u>Surviving Rights</u>. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination or expiration of this Agreement shall survive termination or expiration.
- **I.** Applicable Laws. This Agreement is made subject to the existing provisions of the Charter of the Town of Little Elm, its present rules, regulations, procedures and ordinances, and all applicable laws, rules, and regulations of the State of Texas and the United States.
- **J.** <u>Authority to Execute</u>. The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto.
- **K.** <u>Amendments</u>. This Agreement may be only amended or altered by written instrument signed by the Parties.
- **L.** <u>Headings</u>. The headings and captions used in this Agreement are for the convenience of the Parties only and shall not in any way define, limit or describe the scope or intent of any provisions of this Agreement.
- M. <u>Entire Agreement</u>. This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other collateral oral or written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.
- N. Filing in Deed Records. This Agreement shall be recorded in the real property records of Denton County, Texas. This Agreement and all of its terms, conditions, and provisions is and shall constitute a restriction and condition upon the development of the Property and all portions thereof and a covenant running with the Property and all portions thereof, and is and shall be binding upon Developer and all of Developer's heirs, successors, and assigns and the future owners of the Property and any portion thereof; provided, however, this Agreement shall not constitute an obligation of or be deemed a restriction or encumbrance with respect to any final platted residential lot upon which a completed home has been constructed.
- O. <u>Notification of Sale or Transfer; Assignment of Agreement</u>. Developer shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement,

to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement with respect to the portion of the Property transferred to Assignee. If the Property is transferred or owned by multiple parties, this Agreement shall only apply to, and be binding on, such parties to the extent of the Property owned by such successor owner, and if the Developer or any Assignee is in default under this Agreement, such default shall not be an event of default for any non-defaulting Assignee which owns any portion of the Property separate from the defaulting Developer or Assignee. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement with respect to the Property transferred to the successor developer, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

- **P.** <u>Sovereign Immunity</u>. The Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.
- **Q.** Exactions/Infrastructure Costs. Developer has been represented by legal counsel, or has had an opportunity to do so, in the negotiation of this Agreement, and been advised, or has had the opportunity to have legal counsel review this Agreement and advise Developer, regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town in this Agreement are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Developer hereby releases the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.
- **R.** Waiver of Texas Government Code § 3000.001 et seq. With respect to the improvements constructed on the Property pursuant to this Agreement, Developer hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005.
- **S.** Rough Proportionality. Developer hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution with respect to infrastructure requirements imposed by this Agreement. Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement, with respect to infrastructure requirements imposed by this Agreement.

- **T.** Form 1295 Certificate. The Developer agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, the Developer agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the Town, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate.
- **U.** <u>Undocumented Workers Provision.</u> The Developer certifies that 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 any public subsidy provided under this Agreement to Developer plus six percent (6.0%), not later than the 120th day after the date the Town notifies Developer of the violation.
- V. Non-Boycott of Israel Provision. In accordance with Chapter 2270 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2270 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless Developer is not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Developer verifies that Developer does not boycott Israel and will not boycott Israel during the Term of this Agreement.
- W. <u>Prohibition on Contracts with Certain Companies Provision.</u> In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.
- **X.** Report Agreement to Comptroller's Office. Town covenants and agrees to report this Agreement to the State Comptroller's office within fourteen (14) days of the Effective Date of this Agreement, in accordance with Section 380.004 of the Texas Government Code, as added by Texas House Bill 2404, 87th Tex. Reg. Session (2021) (effective September 1, 2021). [For Chapter 380 Agreements]
- Y. Verification Against Discrimination of Firearm or Ammunition Industries. Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

Z. <u>Verification Against Discrimination Developer Does Not Boycott Energy</u> <u>Companies.</u> Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) the Developer will not boycott energy companies during the Term of this Agreement.

EXECUTED by the Parties on the dates set forth below, to be effective as of the date first written above.

DEVELOPER	TOWN OF LITTLE ELM, TEXAS
a company	
By:	By: Matt Mueller Town Manager
Date:	Date:
	ATTEST:
	By:
	Kate Graham Acting Town Secretary

STATE OF TEXAS	§ §	
COUNTY OF DENTON		
personally appeared MATT known to me to be the pe	T MUELLER, To erson whose nam	ty, on this day of, 2021, own Manager of the Town of Little Elm, Texas, ne is subscribed to the foregoing instrument and same for the purposes and consideration therein
[Seal]		By:
		Notary Public, State of Texas
		My Commission Expires:
STATE OF TEXAS	§ 8	
COUNTY OF	 	
personally appearedsubscribed to the foregoing	instrument and a	ty, on this day of, 2021,, known to me to be the person whose name is acknowledged to me that he executed the same for pressed and in the capacity of a duly authorized
[Seal]		By:
		My Commission Expires:

EXHIBIT A

Property Description

BEING a part of Lot 3, Block A, Elm Little Property, an addition to the Town of Little Elm, Denton County, Texas, according to the Plat thereof recorded in County Clerk # 2014-420, Land Records, Denton County, Texas, and being more particularly described by metes and bounds:

COMMENCING from 5/8 inch iron rod with cap stamped "KHA" found lying on the northerly right-of-way line of FM 720 (Eldorado Parkway) (variable width right-of-way) and the northwesterly right-of-way line of Pecan Drive (60 foot right-of-way), also being a southeasterly corner of Lot 2, Block A, Elm Little Property;

THENCE North 88 degrees 40 minutes 19 seconds West, along the southerly line of said Lot 2, Block A, common with the northerly line of said FM 720 (Eldorado Parkway), a distance of 900.10 feet to a 5/8 inch rod with cap stamped "KHA" found for the northerly corner of Lot 3, Block A, of said Elm Little Property;

BEGINNING at 5/8 inch iron rod with cap stamped "KHA" found,

THENCE North 88 degrees 40 minutes 19 seconds West, along the southerly line of said Lot 2, Block A, common with the northerly line of said FM 720 (Eldorado Parkway), a distance of 196.07 feet to a 5/8 inch rod with cap stamped "KHA" found for the southeasterly corner of Lot 2, Block A, of said Retail FM 720 Addition,

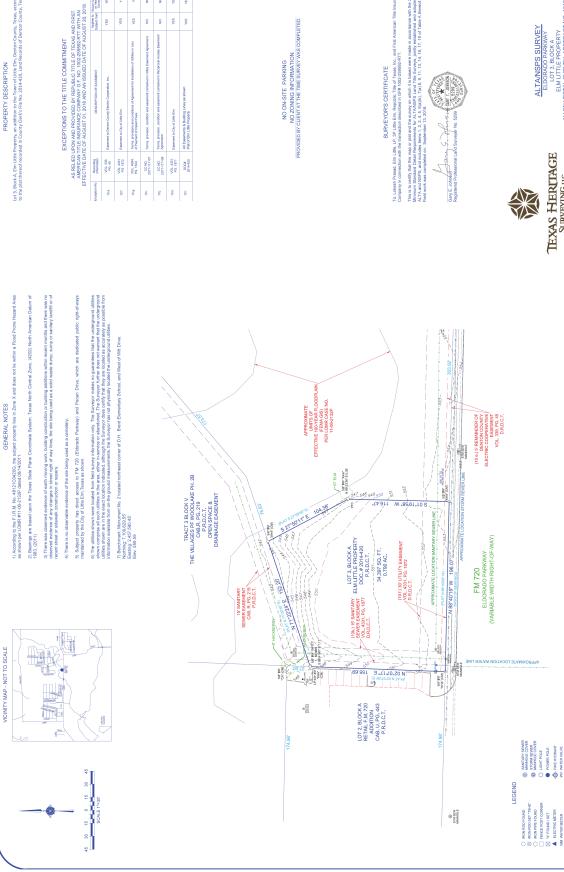
THENCE over and across said Lot 3, Block A the following courses and distance as follow:

North 88 degrees 41 minutes 08 seconds East, a distance of 1.17 feet to a 1/2 inch iron rod with cap stamped "PETIT" found for corner;

North 71 degrees 22 minutes 24 seconds East, a distance of 152.20 feet to a 5/8 inch rod with cap stamped "KHA" for corner;

South 27 degrees 50 minutes 11 seconds East, a distance of 104.38 feet to a 5/8 inch rod with cap stamped "KHA" for corner;

THENCE South 01 degrees 19 minutes 58 seconds West, a distance of 116.47 feet to the POINT BEGINNING and containing 34,397 square feet or 0.790 acres of land.



Lot 3, Block A, Elm Little Property, an addition to the Town of Little Elm, Denton County, Texas, according to the plat thereof recorded in County, Clerk's File No. 2014-420, Land Records of Denton County, Texas.

Coopposit vo.	Information	DESCRIPTION OF EASEMENT	Subject tract on Atlantes Survey Plat	Survey Plat	
10 e.	VOL. 339, PG. 45	Easement to Denton County Electric Cooperative, Inc.,	YES	YES	
101.	VOL. 4351, PG. 1872	Easement to City of Libie Ein.	YES	YES	
10 9.	VOL. 4064, PG. 1524	Terms, provisions and conditions of Agreement for Installation of Utilities in Lieu of Payment of Impact Fees.	YES	QN	
101	OC NO. 2017-117107	Terms, provision, condition and easement contained in Utility Easement Agreement.	2	2	
101	CC NO. 2017-117108	Terms, provision, condition and easement contained in Reciprocal Access Easement Agreement.	9	2	
10 k	VOL. 4331. PG. 1877	Essement to City of Libra E.Im.	YES	YES	
101	DOC# 2014-420	All Essements & Building Lines as shown Plat of Em Little Property	VES	MIS.	

To: Lokesh Prased, Elm Little, LP, 3P Little Elm, Republic Title of Texas, Inc., and First American Title Insure Company in connection with the transaction described in GF# 1002-259592-RTT.

This is to certify that this map of part of the suvery owhich it is backed were make in accordance with the 270f This supervised Detail Requirements for ALTANESS Land Title Shawes, John petablished and adopted by ALT and NSES, and includes them: 1, 2, 4, 5, (6)(9); 7(9) 8, 9, 11, 13, 14, 16, 17, 19 of Table A thereof The And Andrew was completed on: September 1, 2, 2018.



ALTA/NSPS SURVEY

LOT 3. BLOCK A
ELM UTILE PROPERTY
ALLEN VESTAL SURVEY, ABSTRACT NO. 1312
A.W. ROBERTSON SURVEY, ABSTRACT NO. 1134
CITY OF LITTLE ELM, DENTON COUNTY, TEXAS

10610 Metric Drive, Suite 124, Dallas, TX 75243 Office 214;340-9700 Fax 214;340-9710 Ethneriage.com Firm #10169300

EXHIBIT B
3P Elm PD Ordinance

TOWN OF LITTLE ELM ORDINANCE NO. 1643

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING THE ZONING FROM LIGHT COMMERCIAL (LC) DISTRICT TO A PLANNED DEVELOPMENT – LIGHT COMMERCIAL (PD-LC) DISTRICT IN ORDER TO ALLOW A NEW COMMERCIAL DEVELOPMENT WITH MODIFIED DEVELOPMENT STANDARDS ON .79 ACRES OF LAND GENERALLY LOCATED AT 1728 EAST ELDORADO PARKWAY; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town possesses all the rights, powers, and authorities possessed by all home rule municipalities, including the authority to regulate land uses under Chapter 211 of the Texas Local Government Code; and

WHEREAS, a request for a Planned Development-Light Commercial (PD-LC) with modified development standards on approximately .79 acres of land currently zoned Light Commercial (LC), more specifically described in the exhibits, attached hereto; and

WHEREAS, this zoning change is accordance with the most current adopted Comprehensive Plan of the Town of Little Elm; and

WHEREAS, the Town Council and the Planning & Zoning Commission of the Town of Little Elm, in compliance with the laws of the State of Texas and the ordinances of the Town of Little Elm, have given the required notices and held the required public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof regarding the requested zoning change described herein; and

WHEREAS, at its regular meeting held on October 7, 2021 the Planning & Zoning Commission considered and made recommendations on a request for a Planned Development-Light Commercial (PD-LC) (Case No. PD-21-00765); and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning & Zoning Commission and any other information and materials received at the public hearing, the Town Council of the Town of Little Elm, Texas, has determined that the request is in the interest of public health, safety and welfare of the citizens of the Town of Little Elm.

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

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

SECTION 2. ZONING AMENDMENT That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by issuing a Planned Development-Light Commercial (PD-LC) with modified development standards in order to allow a new commercial development generally located at 1728 East Eldorado Parkway, on the north side of Eldorado Parkway, approximately 300 feet from Preston on the Lake Boulevard, within Little Elm Town limits, approximately .79 acres of land more particularly described as **Exhibit A**, and attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

SECTION 3. CONDITIONS AND REGULATIONS. The permitted uses and standards shall be in accordance with the Light Commercial (LC) District, unless otherwise specified herein:

a) The property owner must meet all the landscape requirements with the exception of the 25-foot front yard landscape buffer and eight-foot masonry screening wall along the rear of the property.

SECTION 4. PLANNED DEVELOPMENT MASTER PLAN The Concept Plan Exhibit and related plans, images, and documents approved and described as **Exhibit B** attached hereto and made a part hereof are approved. The subject property shall be improved in accordance with the plans set forth in **Exhibit B** and subject to the following conditions.

a) The property owner must obtain an access easement agreement from the adjacent property owner to the west, and an access agreement from the Town to the east, as shown on the proposed plans, in order to utilize as well as maintain the off-site property for cross-access. Fully executed agreements must be presented with the plat submittal.

- b) The property owner must provide the electric vehicle charging station infrastructure.
- c) If, after two years from the date of approval of the Planned Development Master Plan, no substantial development progress has been made within the PD, then the Planned Development Master Plan shall expire. If the Planned Development Master Plan expires, a new Planned Development Master Plan must be submitted and approved according to the procedures within the Zoning Ordinance, Planned Development Districts. An extension of the two year expiration shall be granted if a development application for the PD has been submitted and is undergoing the development review process or if the Director of Development Services determines development progress is occurring.
- d) The Planned Development Master Plan shall control the use and development of the property, and all building permits and development requests shall be in accordance with the plan until it is amended by the City Council.
- e) If a change to the Concept Plan, if any, is requested, the request shall be processed in accordance with the development standards in effect at the time the change is requested for the proposed development.

SECTION 5. 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 indirect conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

SECTION 5. ZONING MAP. The official zoning map of the Town shall be amended to reflect the changes in zoning made by this ordinance.

SECTION 6. PENALTY. Any person, firm, or corporation violating any of the provision of this ordinance shall be punished by a penalty of a fine not to exceed the sum of Two Thousand Dollars (\$2,000) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 7. SEVERABILITY. The sections, paragraphs, sentences, phrases, and words of this Ordinance are severable, and if any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid or unconstitutional, the adjudication shall not affect any other section or provision of this ordinance or the application of any other

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

SECTION 8. REPEALER. That all ordinances of the Town of Little Elm in conflict with the provisions of this ordinance be and the same are hereby repealed to the extent of that conflict.

SECTION 9. EFFECTIVE DATE. That this Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the Town Charter.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 2nd day of November, 2021.

	Town of Little Elm, Texas
	Curtis Cornelious, Mayor
ATTEST:	
Kate Graham, Acting Town Secretary	

EXHIBIT A

PROPERTY DESCRIPTION

BEING a part of Lot 3, Block A, Elm Little Property, an addition to the Town of Little Elm, Denton County, Texas, according to the Plat thereof recorded in County Clerk # 2014-420, Land Records, Denton County, Texas, and being more particularly described by metes and bounds:

COMMENCING from 5/8 inch iron rod with cap stamped "KHA" found lying on the northerly right-of-way line of FM 720 (Eldorado Parkway) (variable width right-of-way) and the northwesterly right-of-way line of Pecan Drive (60 foot right-of-way), also being a southeasterly corner of Lot 2, Block A, Elm Little Property;

THENCE North 88 degrees 40 minutes 19 seconds West, along the southerly line of said Lot 2, Block A, common with the northerly line of said FM 720 (Eldorado Parkway), a distance of 900.10 feet to a 5/8 inch rod with cap stamped "KHA" found for the northerly corner of Lot 3, Block A, of said Elm Little Property;

BEGINNING at 5/8 inch iron rod with cap stamped "KHA" found,

THENCE North 88 degrees 40 minutes 19 seconds West, along the southerly line of said Lot 2, Block A, common with the northerly line of said FM 720 (Eldorado Parkway), a distance of 196.07 feet to a 5/8 inch rod with cap stamped "KHA" found for the southeasterly corner of Lot 2, Block A, of said Retail FM 720 Addition,

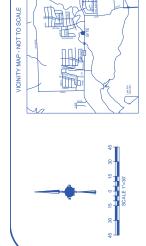
THENCE over and across said Lot 3, Block A the following courses and distance as follow:

North 88 degrees 41 minutes 08 seconds East, a distance of 1.17 feet to a 1/2 inch iron rod with cap stamped "PETIT" found for corner;

North 71 degrees 22 minutes 24 seconds East, a distance of 152.20 feet to a 5/8 inch rod with cap stamped "KHA" for corner;

South 27 degrees 50 minutes 11 seconds East, a distance of 104.38 feet to a 5/8 inch rod with cap stamped "KHA" for corner;

THENCE South 01 degrees 19 minutes 58 seconds West, a distance of 116.47 feet to the POINT BEGINNING and containing 34,397 square feet or 0.790 acres of land.



GENERAL NOTES

 According to the F.I.R.M. No. 48121 CD420G, the subject property lies in Zone X and does not lie within a Flood Prone Hazard Area as shown per LOMR #11-06-2132P dated 06/14/2011.

2) Bearings are based upon the Texas State Plane Coordinate System, Texas North Central Zone, (4202) North American Datum of 8983, (2011)

There was observed evidence of earth moving work, building construction or building additions within recent months and there was no reserved vidence of any changes in staying the way lines, the site being used as a solid waste dump, sump or samilary landfill or of content reserve inchina reaching.

There is no observable evidence of the site being used as a cemetery.

 Subject property has direct access to FM 720 (Eldorado Parkway) and Pecan Drive, which are dedicated public right-of-ways maintained by the City of Little Elm, Texas as shown.

(c) The dilikes above were bization for find any of profundation only. In Survey careas no quanteres that it is undergoard utilise promoting the state of the profundation of the profu

7) Benchmark: Monument No. 2 located northeast corner of D.H. Brent Etementary School, and Wes Restring 2,45,850,45 Eleny 285,89

PROPERTY DESCRIPTION
Lot 3, Block A. Em Little Property, an addition the Trown of Little Bim, Denton County, Teass, according
to the plat thereof recorded in County Certy's Rei No. 2014-420, Land Records of Denton County, Teass.

EXCEPTIONS TO THE TITLE COMMITMENT
AS RELED UPON AND PROVIDED BY REPUBLIC TITLE OF TEXAS AND FRST
AMENCINA TITLE INSURANCE COMPAUY, ES, NO. 1002-2828-STR TINTAN,
EFFECTIVE DATE OF AUGUST 10, 2018 AND AN ISSUED DATE OF AUGUST 20, 2018

Exception No.	Recording	DESCRIPTION OF EASEMENT	Applies to Subject tract	Applies to Shown Graphically abject tract on Attached Survey Pite
10 e.	VOL. 339, PG. 45	Essement to Derton County Beatric Cooperative, Inc.,	YES	YES
10 €	VOL. 4331, P.G. 1872	Easement to City of Little Bm.	YES	YES
10 g	VOL. 4064, P.G. 1524	Tems, provisors and contitions of Agreement for installation of Utilities in Lieu of Paymert of impact Fees.	YES	8
101	CC NO. 2017-117107	Tems, provision, condition and easiement contained in URBy Easiement.	9	8
101	CC NO. 2017-117108	Tems, provision, condition and easement contained in Redprocal Access Easement Agreement	Q.	ON.
10 K	VOL. 4331, P.G. 1877	Easement to City of Little Bm.	YES	YES
101	DOC# 2014-420	All Easoments & Building Lines as shown Plat of Eim Little Property	VES.	YES

NO ON-SITE PARKING NO ZONING INFORMATION PROVIDED BY CLIENT AT THE TIME SURVEY WAS COMPLETED.

SURVEYOR'S CERTIFICATE

To: Lokesh Presed, Eim Little, LP, 3P Little Eim, Republic Tife of Texas, Inc., and First American Title Insur Company in connection with the transaction described in GF# 1002-259592-RTT. Minera is to early that is in some of paid and the assure or withich is bused were made in accordance with the 2016 Minera Smother Design Represents for ALTANSPS und This Savory, (revely participated and abopted by ALTA mATRIS and This Savory, (revely participated and abopted by ALTA mATRIS and Child Savory (revely participated and abopted by the MATRIS and about the Savory (revely participated and abopted by the MATRIS and about the Savory (revely participated and abopted by the MATRIS and about the Savory (revely participated and abopted by the MATRIS and about the Savory (revely participated and about the Sa





TEXAS HERUTAGE SURVEYING ILC

10610 Metric Drive, Suite 124, Dallas, TX 75243
Office 214-340-9700 Fax 214-340-9710
Exheritage.com

ALTA/NSPS SURVEY
ELDORADO PARKWAY
LOT 3, BLOCK A
ELM LITTE PROPERTY
ALLEN VESTA, LS KINEY, ASSTRACT NO. 132
AW ROBERTSON SURVEY, ASSTRACT NO. 1134
CITY OF LITTLE ELM, DENTON COUNTY, TEXAS

DATE: 09/25/2018 / REVISED: 10/02/2018 / JOB # 1802750-2 / SCALE - 1" = 30' J

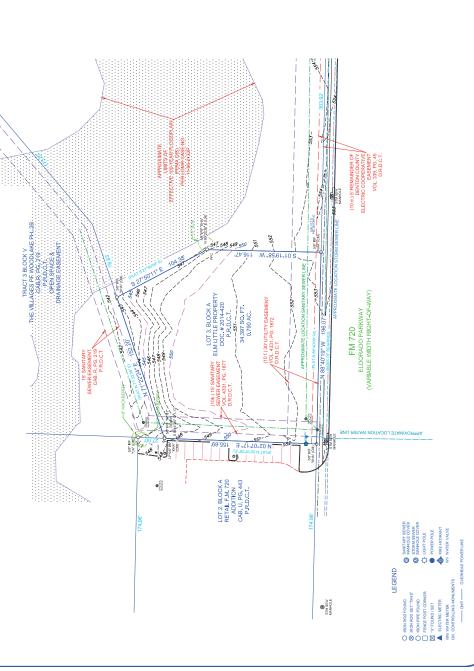
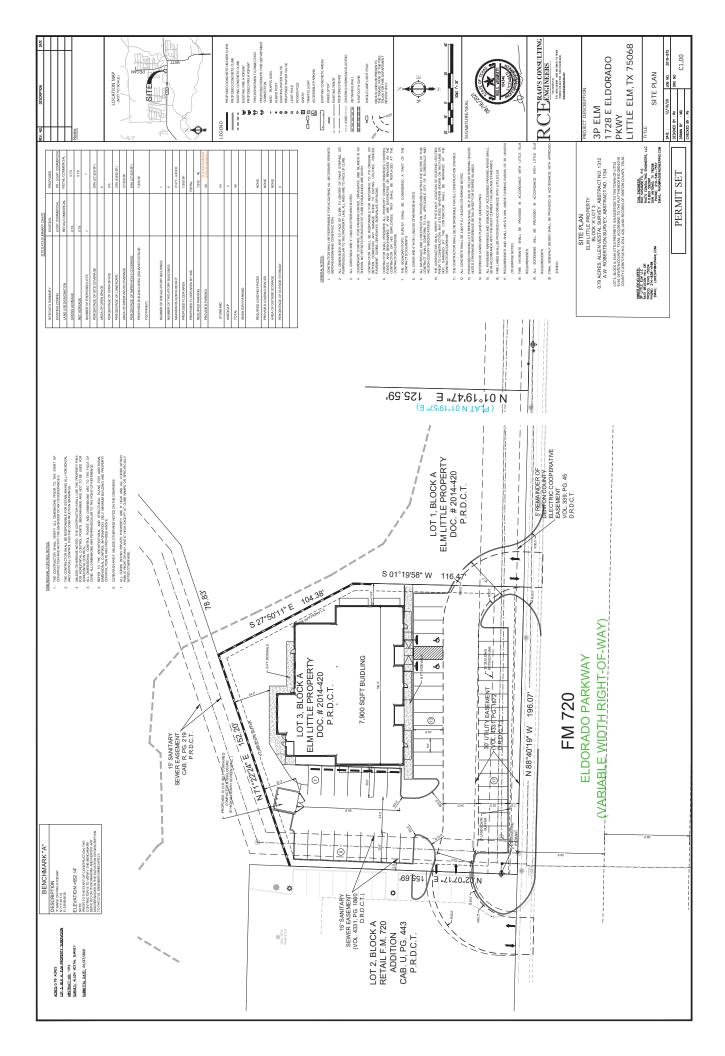
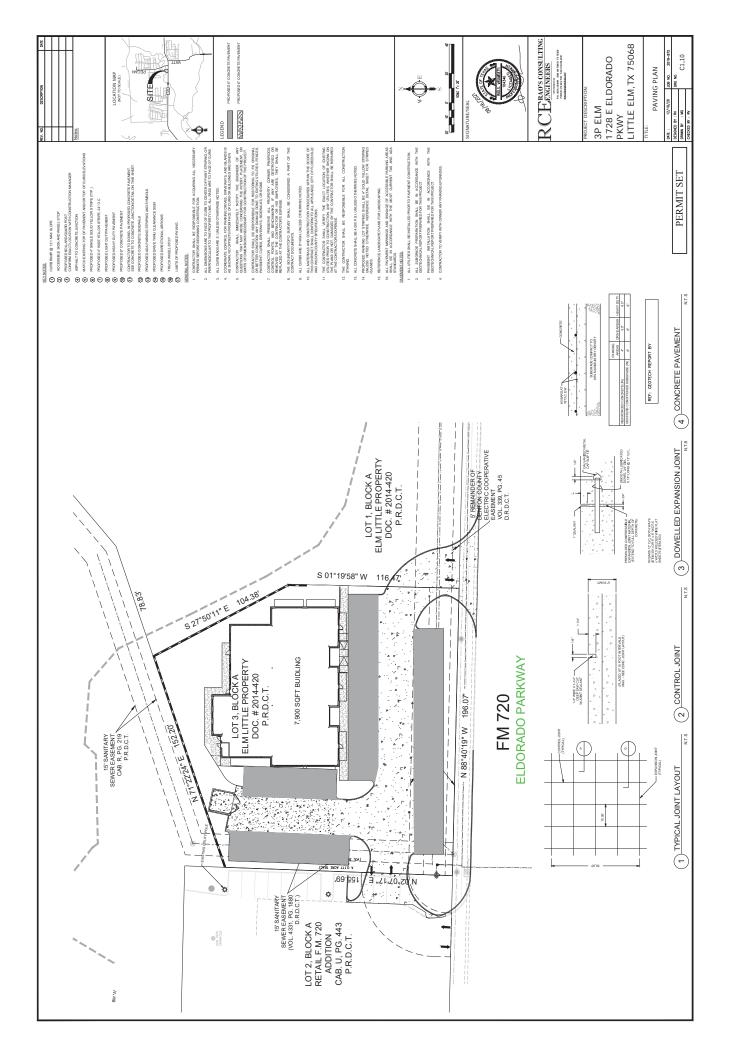
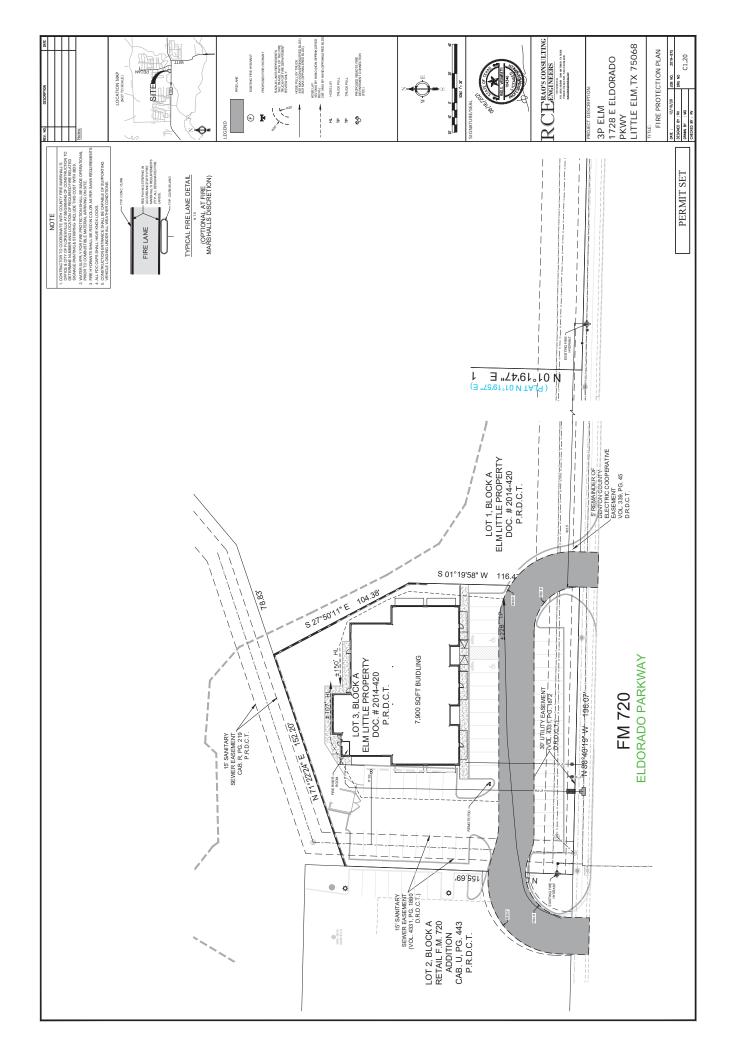


EXHIBIT B

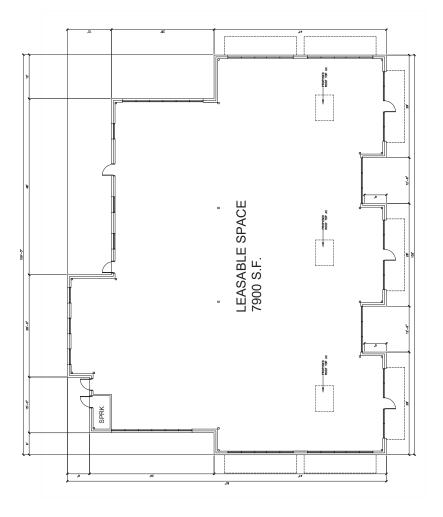
PLANS





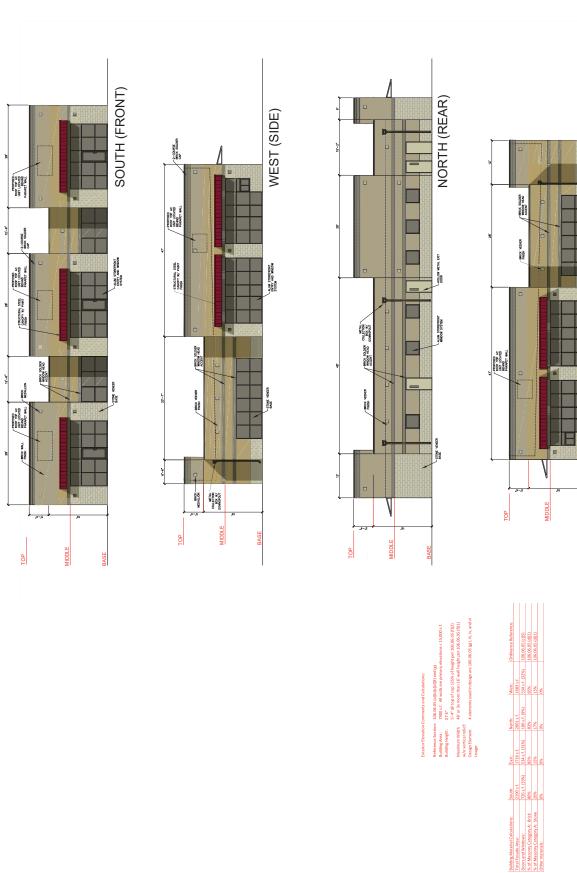






NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION





EXTERIOR MATERIAL / COLORS SCALE: 1/8"=1:0"

EAST (SIDE)

Where do to coughly with one (b) that with an inequal primarily of the primaril or neture 4*10 8 where do to coughly with one (b) that with a fine and with rider to some opportunities with soil.

10. Continue availing part affect and post where the coughly coughly opportunities with soil.

11. Even a barrier of allows and soft input, and post weiting a graw where necessary, or and read of the third and the coughly was the sound that from the coughly operation and milital grows period by the absorption defection.

10. Apply waster an enquired to losse the social desired and all times through germination and milital grows period by a pet desired all subdepen maintaining controlled.

Property Description

		PRDCT
Lot 3, Block A	Elm Little Property	Coc. # 2014-420; PI

Key Qly, Common Name AJ 1660 Astan Jasmine

BW 27

Plant List

Microsoft Control of C

w.c2landgroup.co

All and anticle above on contract to be verified by Lindcape Contractor. Lundcape Contractor shall be responsible for installing all labered permitteds.
 Lindcape Contractor and the labered permitted.
 Lindcape Contractor and labered permitted.
 Lindcape Contractor and all framiliates himself with the Lundcape Plum and Specifications and shall be responsible for the requirements of seal of themself with the Social on of all underground utilities and assemble for the installation of any plan mention of all underground utilities and assemble and the situation of any plan mention.
 All plans must comply with the American Records for full any 300-6, by the American Association.

18" width Full and Symmetrical; 36" o.c

General Notes

August 16, 2021

Of Namey with a shape and affective of the topool shall be approved by the Landbapp A chilled prior to application of hypothosis or do support participations, application of hypothosis or do support participations, application of hypothosis or do such which may cause maintenance profession and be to envest by the Landbapp A chilled prior and the support of the sup

12-14 Ht. 5-6 width Full, Symmetrical, Uniform Heigh 4 Naximum Goar Trunks; Staked 18" Ht. 18" width Full and Symmetrical; 36" o.c. 5-6' width Full and Symmetrical; 36" o.c.

Liquidambar styraciffua

Quercus shumardii Cotoneaster horizo

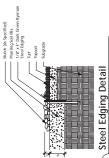
18" width Full and Symmetrical; 36" o.c. 18" width Full and Symmetrical; 24" o.c. 18" width Full and Symmetrical; 36" o.c.

Abelia x grandiflora 'Kaleidoscope' Ilex burfordii

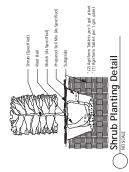
Cherry Laurel Dwarf Abelia Oedar Elm

Dwarf Yaupon Holly

Rock Cotoneaster Shumand Red Oak



	etail	
	lging [
	el Edg	310
₩	Ste	INCOME



Landscape Tabulations

2	5 pts.	10 pts.	
Bollote Croadit	Points Credit	Total Points	
Mandatory Requirements (25 points required) Coherence I and committee			* Variance Requested
=			

Lawn installation shall not begin until the irrigation system has been completed and is operational.
 Before specified or see shall be continued to a spice for four (if in host in units or the very specified, or or deed by the Landscape Architect, Chilvastion of the pail may be done by disc, garing tooth shrow, or deed by the Landscape Architect, Chilvastion of the pail may be done by disc, garing tooth shrow, red office, or smile equipment. This operation shall be done at right angles to the natural flow of water.

Sod Notes

sing in contract that the contract part of the part of the contract part

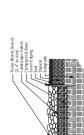
Parking Area Calculations

Decomposed Granite		
 Texas Blend Gravel 	41.8%	% Proposed
Planting	7,226 sf	Landscape Proposed
· Sod	1,730 sf	10% Landscape Required
Landscape Proposed	17,297 sf	Parking Area

30.1% 56.8% 7.7% 100% 2,175 st 4,101 st 560 st 390 st 7,226 st

Street Tree Calculations (Mandatory Requirement)

220 Eldorado Parkway 36 Le of Street Frontage 76 / 20 LF 10 Texes reclete 70 Existing Texe 10 Campy Trees 10 Quindessorv II 10 Total Trees p
--



Texas Blend Gravel Detail

Decomposed Granite @ Curb Detail

Tree Planting Detail

(None @ Collar) Agriform Tablets (3 per tree)

Ceep Mulch Away From Trunk Collar

Boulders To Be 1/3 Buried, 2/3 Above Grade And Have Relatively Flat Tops.

Boulder Detail

ndscape notes & det 0.17

checked by: cms drawnby: cms

