



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

Tuesday, January 18, 2022

6:00 PM

Little Elm Town Hall

100 W Eldorado Parkway, Little Elm, TX 75068

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 - C. Items to be Withdrawn from Consent Agenda.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

2. **Presentations.**

- A. Present a **Proclamation Recognizing January 15 through 30, 2022 as the Health for Humanity Yogathon.**
- B. Present a **Proclamation Recognizing Alpha Kappa Alpha Sorority, Incorporated® Omega Alpha Omega Chapter.**
- C. Present a **Proclamation Declaring January 17, 2022 as Dr. Martin Luther King, Jr. Day of Service 2022.**

3. **Workshop.**

- A. Present an **Update on U.S. Highway 380.**
- B. Present and Discuss the **Creation of a Veterans Commission.**
- C. Present the **2021 Annual Strategic Report.**

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 December 21, 2021, Regular Town Council Meeting.**
- B. Consider Action to Approve the **Minutes from the January 6, 2022, Town Council Retreat.**

- C. Consider Action to Approve a **Revised Interlocal Agreement with the City of Corinth for a Joint Fire Training Field.**
- D. Consider Action to Approve an **Interlocal Agreement between the Town of Little Elm and the City of Pilot Point to Provide Jail Services for Class C Misdemeanor Municipal Warrants.**
- E. Consider Action to Approve **Ordinance No. 1654 Providing for Refuse Rates; Providing for a Repealing Clause; Providing for a Severability Clause; and, Providing an Effective Date for Community Waste Disposal for an Annual Market Adjustment per the Current Service Contract.**
- F. Consider Action to Approve an **Interlocal Agreement with the North Central Texas Council of Government for a Solid Waste Project.**
- G. Consider Action to Approve the **Eighth Amendment to the Ground Lease Purchase Agreement between Little Elm EDC and Little Elm Hula Hut, LLC.**
- H. Consider Action to Approve the **First Amendment to the Performance Agreement between Little Elm EDC and Hurtado Barbecue, LLC.**
- I. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Knotting Hill Holdings LLC.**
- J. Consider Action to Approve **Ordinance No. 1655 Altering the Prima Facie Speed Limits Established for Vehicles Under the Provisions of Transportation Code, Section 545.356 upon U.S. Highway 380 or Parts Thereof, Within the Incorporated Limits of the Town of Little Elm; Repealing All Ordinances in Conflict Herewith; Providing a Penalty of a Fine Not to Exceed \$200.00 for the Violation Thereof; Providing a Severability Clause; and Providing for Publication and Effective Date.**

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

- A. Present, Discuss, and Consider Action on **Resolution 0118202201 Appointing a Mayor Pro Tem for a One-Year Term of Office and Providing an Effective Date.**
- B. Present, Discuss, and Consider Action on **Appointing a Town Council Member as Liaison for the Economic Development Corporation Board.**
- C. Present, Discuss, and Consider Action on **Appointing a Town Council Member as Liaison for the Community Development Corporation Board.**

- D. Present, Discuss, and Consider Action on **Appointing a Town Council Member as Liaison for the Planning and Zoning Commission.**
- E. Present, Discuss, and Consider Action on **Appointing one or more Town Council Members as a School Board Liaison.**
- F. Present, Discuss, and Consider Action on **Appointing a Town Council Member as Liaison for the Lakefront District Development Review Committee.**

8. **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.

9. **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.

10. **Adjourn.**

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

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

Respectfully,

Town Secretary

This is to certify that the above notice was posted on the Town's website this 13th day of January 2022 before 5:00 p.m.



Date: 01/18/2022
Agenda Item #: 2. A.
Department: Administrative Services
Strategic Goal: Ensure strong relationship within the community and region
Staff Contact: Kate Graham, Assistant to the Town Manager

AGENDA ITEM:

Present a **Proclamation Recognizing January 15 through 30, 2022 as the Health for Humanity Yogathon.**

DESCRIPTION:

Mayor Cornelious will present a proclamation recognizing the Health for Humanity Yogathon going on January 15 through 30, 2022.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Attachments

Health for Humanity Yogathon Proclamation



Proclamation

WHEREAS, yoga is an ancient Hindu practice developed thousands of years ago in the Indian subcontinent for maintaining spiritual, mental, and physical wellbeing; and

WHEREAS, Surya Namaskara, or Sun Salutation, is a traditional yogic practice combining a sequence of postures with breathing exercises; and

WHEREAS, Hindu Swayamsevak Sangh, or HSS, is a nonprofit charitable organization with over 250 branches in 171 cities and in 34 states including 25 branches in the state of Texas, through which it conducts a Hindu values education program for the Hindu families, and community service activities such as food drives, providing hot meals to shelters and other sewa ("service") activities in several cities across Texas; and

WHEREAS, HSS is organizing its annual Health for Humanity Yogathon with the goal of having 20000 individual participants practice Surya Namaskar to promote the spiritual, mental, and physical wellbeing of all members of the community; and

WHEREAS, yoga enthusiasts, yoga studios, local schools, and other community organizations are participating in the HSS Health for Humanity Yogathon.

NOW, THEREFORE, we recognize January 15 through 30, 2022 as the **Health for Humanity Yogathon** and encourage the residents of Little Elm to participate in this health awareness activity.

Given under my hand and Seal of the Town of Little Elm, Texas, this 18th day of January, 2022.

Curtis J. Cornelious, Mayor of Little Elm



Date: 01/18/2022
Agenda Item #: 2. B.
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 a **Proclamation Recognizing Alpha Kappa Alpha Sorority, Incorporated® Omega Alpha Omega Chapter.**

DESCRIPTION:

Mayor Cornelious will present a proclamation recognizing Alpha Kappa Alpha Sorority, Incorporated® Omega Alpha Omega Chapter for their contributions to the Town of Little Elm and pay tribute to their Founders' Day Celebration.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Attachments

Alpha Kappa Alpha Sorority, Incorporated® Omega Alpha Omega Chapter Proclamation



Proclamation

WHEREAS, one of the privileges of the office of the Mayor is to recognize and honor the outstanding positive contributions from organizations that serve the people who live and work in our Town; and

WHEREAS, the Town is honored to pay tribute to the Founders' Day celebration of the Omega Alpha Omega Chapter of the Alpha Kappa Alpha Sorority as they join their international organization in celebrating 114 years of service to all mankind in Excellence as did their Founders in 1908; and

WHEREAS, Alpha Kappa Alpha Sorority, Incorporated® was established on January 15, 1908, on the campus of Howard University in Washington, D.C. as the first Greek-letter organization by African American women in America; and

WHEREAS, Alpha Kappa Alpha Sorority, Incorporated® is an international service organization with a global membership composed of nearly 300,000 distinguished and successful women who exemplify excellence in their communities; and

WHEREAS, special recognition is due to the Omega Alpha Omega Chapter for their service and support of our community through impactful contributions to LovePacs Little Elm food drive, Lakeside Manor Senior Living Community Food Pantry, Little Elm ISD Back to School Bash, Little Elm High School students in the College Admission Process (#CAP) program, Sponsored Chavez Elementary comfort space room; and

WHEREAS, the Town of Little Elm recognizes Alpha Kappa Alpha Sorority, Incorporated® Omega Alpha Omega Chapter for their dedication to the residents and visitors of Little Elm and we thank them for being an outstanding community partner; and

NOW, THEREFORE, we recognize the **Alpha Kappa Alpha Sorority, Incorporated® Omega Alpha Omega Chapter** for their contributions to the Town of Little Elm and pay tribute to their Founders' Day Celebration.

Given under my hand and Seal of the Town of Little Elm, Texas, this 18th day of January, 2022.

Curtis J. Cornelious, Mayor of Little Elm



Date: 01/18/2022
Agenda Item #: 2. 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 a **Proclamation Declaring January 17, 2022 as Dr. Martin Luther King, Jr. Day of Service 2022.**

DESCRIPTION:

Mayor Cornelious will present a proclamation declaring January 17, 2022 as Dr. Martin Luther King, Jr. Day of Service 2022.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Attachments

Dr. Martin Luther King, Jr. Service Day Proclamation



Proclamation

WHEREAS, Dr. Martin Luther King, Jr. devoted his life to the advancement of civil rights and public service. He believed in a nation of freedom and justice for all, and challenged all citizens to help build a more perfect union and live up to the purpose and potential of America; and

WHEREAS, Dr. King recognized that everyone can be great because everyone can serve, and during his lifetime encouraged all Americans to serve their neighbors and their communities; and

WHEREAS, Dr. King's legacy is honored each year on the third Monday of January; and

WHEREAS, in 1994, Congress initiated The King Day of Service, a nationwide effort to transform the federal holiday honoring Dr. Martin Luther King, Jr. into a day of community service, grounded in Dr. King's teachings, that helps solve social problems while focusing on bringing people together and breaking down the barriers that have divided us as a nation; and

WHEREAS, hundreds of thousands of volunteers in cities and towns across the nation participate in King Day service projects in all 50 states, the District of Columbia, Guam, and Puerto Rico; and

WHEREAS, the King Day of Service, which falls on January 17th this year, is a time for the people of Little Elm to recognize Dr. King's teachings on advancing equality and opportunity for all by contributing their own time and talents in a day of service; and

WHEREAS, the Kind Day of Service is an excellent opportunity to take the first step in making service a regular activity in the lives of Little Elm residents. It is an important day to encourage each citizen to take part in service that will benefit communities and neighborhoods and provide a fitting memorial to the life of Martin Luther King, Jr.; and

WHEREAS, the Town of Little Elm salutes members of historically African American fraternities and sororities who have made community service an integral part of their missions including Alpha Phi Alpha, Kappa Alpha Psi, Omega Psi Phi, Phi Beta Sigma, and Iota Phi Theta Fraternities and Alpha Kappa Alpha, Delta Sigma Theta, Zeta Phi Beta, and Sigma Gamma Rho Sororities.

NOW, THEREFORE, we declare January 17, 2022 as **Dr. Martin Luther King, Jr. Day**

of Service 2022 and urge residents to honor the memory of Dr. King, to put his teachings into action, and to find ways to give back to their community.

Given under my hand and Seal of the Town of Little Elm, Texas, this 18th day of January, 2022.

Curtis J. Cornelious, Mayor of Little Elm



Date: 01/18/2022
Agenda Item #: 3. A.
Department: Administrative Services
Strategic Goal: Ensure strong relationship within the community and region
Staff Contact: Wesley Brandon, Town Engineer

AGENDA ITEM:

Present an **Update on U.S. Highway 380.**

DESCRIPTION:

Travis Campbell, a representative from TxDOT, will be present to update the Council on the U.S. 380 expansion project.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.



Date: 01/18/2022
Agenda Item #: 3. B.
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 the **Creation of a Veterans Commission.**

DESCRIPTION:

Danny Weakley will present his ideas for the Town to have a Veterans Commission.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff requests direction from Council.



Date: 01/18/2022
Agenda Item #: 3. C.
Department: Administrative Services
Strategic Goal: Promote and expand Little Elm's identity
Staff Contact: Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Present the **2021 Annual Strategic Report**.

DESCRIPTION:

Each year, Town staff publishes an annual report that provides an update on the Town's progress toward the goals in our strategic plan. Staff will give a brief presentation of the report that is published here: https://issuu.com/townoflittleelm/docs/2021_strategic_report_final

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.



Date: 01/18/2022
Agenda Item #: 6. A.
Department: Administrative Services
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Consider Action to Approve the **Minutes from the December 21, 2021, Regular Town Council Meeting.**

DESCRIPTION:

The minutes from the December 21, 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 - December 21, 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 DECEMBER 21, 2021 - 6:00 p.m.

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

Staff Present: Caitlan Biggs, Director of Administrative Services/Town Secretary; Joe Florentino, Assistant Town Manager; Matt Mueller, Town Manager; Chad Hyde, Director of Community Services; Deidre Hale, Human Resources Director; Doug Peach, Deputy Town Manager; Fred Gibbs, Director of Development Services; Hayden Brodowsky, Development Services Manager; Jason Shroyer, Director of Public Works; Jennette Espinosa, EDC Executive Director; Kate Graham, Assistant to the Town Manager; Kelly Wilson, Chief Financial Officer; 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 was called to order at 6:00 p.m.

A. Invocation.

Invocation was given by Josh Youngblood.

B. Pledge to Flags.

C. Items to be Withdrawn from Consent Agenda.

None.

D. Emergency Items if Posted.

None.

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

Council Member Jeremy Lukas requested to discuss an item in February to discuss ordinances related to public spaces, such as sex offenders and green space.

Mayor Pro Tem Neil Blais requested to discuss the wastewater contract to going to a call in service for household hazardous waste.

- F. Presentation of Monthly Updates.

Town Manager Matt Mueller discussed details for the January 6, 2022, Council Retreat.

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

None.

2. Workshop.

- A. Present and Discuss the **January 4, 2022, Town Council Meeting.**

Town Manager Matt Mueller stated that staff does not have any items for the January 4, 2022 meeting and is requesting to cancel this meeting.

Town Council had no opposition.

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

4. Public Comments

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

None.

5. Consent Agenda

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

Motion by Council Member Michael McClellan, seconded by Council Member Lisa Norman **to approve the consent agenda.**

Vote: 7 - 0 - Unanimously

- A. Consider Action to Approve the **Minutes from the December 7, 2021, Regular Town Council Meeting.**

- B. Consider Action to Approve the **Minutes from the December 14, 2021 Special Council Meeting.**
- C. Consider Action to Approve **Ordinance No. 1652 Amending the FY 2020-2021 Annual Budget in Accordance with Existing Statutory Requirements; Appropriating the Various Amounts Herein; Repealing all Prior Ordinances and Actions in Conflict Herewith; and Providing for an Effective Date.**
- D. Consider Action to Approve **Ordinance No. 1653 Amending the FY 2021-2022 Annual Budget in Accordance with Existing Statutory Requirements; Appropriating the Various Amounts Herein; Repealing all Prior Ordinances and Actions in Conflict Herewith; and Providing for an Effective Date.**
- E. Consider Action to Approve the **Memorandum of Understanding for Work Share between the EDC and the Chamber of Commerce for Jennifer Eusse.**
- F. Consider Action to Approve the **Collateral Assignment of Payment of Rights between Hurtado Barbecue Little Elm, LLC, 100 Hardwicke LLC, and Little Elm Economic Development Corporation.**
- G. Consider Action to Approve a **Release of Claim between the Village at Lakefront, LLC, Little Elm EDC, and Town of Little Elm to Voluntarily and Knowingly Execute this Release with the Express Intention of Effecting the Extinguishment of all Claims Designated in this Release.**
- H. Consider Action to Approve the **Lessor's Consent and Agreement between Tinman Social and Little Elm Economic Development Corporation; requested by Midwest Regional Bank, Tinman Social's Financial Institution and Loan Provider.**
- I. Consider Action to Approve **Change Order #1 Regarding the Town Hall Expansion Project in an Amount Not to Exceed \$64,720.27.**
- J. Consider Action to Approve a **Professional Services Design Contract with Pacheco-Koch Consulting Engineers, Inc. for the Hill Lane Improvement Project.**
- K. Consider Action to Approve a **Contract with Network Cabling Services (NCS) for Audio/Visual Upgrades at Little Elm Town Hall.**
- L. Consider Action to Approve **Amendment #2 to the Interlocal Agreement Cooperation Agreement between the Town of Little Elm, the City of Frisco, and the Texas Department of Transportation for the Operation and Maintenance of Traffic Signals.**

6. Public Hearings.

- A. Hold a Public Hearing, Present, Discuss and Consider Action on **Ordinance No. 1649 Accepting and Approving A Service and Assessment Plan and Assessment Roll for the Spiritas East Public Improvement District.**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:
Take Action on Ordinance No. 1649

Open Public Hearing: 6:07 p.m.
Receive Public Comments: None
Close Public Hearing: 6:08 p.m.

Motion by Mayor Pro Tem Neil Blais, seconded by Council Member Michael McClellan **to approve Ordinance No. 1649.**

Vote: 7 - 0 - Unanimously

7. Reports and Requests for Town Council Consideration.

- A. Present, Discuss, and Consider Action on **Ordinance No. 1650 Approving and Authorizing the Issuance and Sale of the Town of Little Elm, Texas, Special Assessment Revenue Bonds, Series 2022 (Spiritas East Public Improvement District Project); and Approving and Authorizing Related Agreements.**

EDC Executive Director Jennette Espinosa introduced Andrew Freeman with SAMCO, the Town's Financial Advisor, who gave Town Council an overview of the sale of the bonds in the attached presentation. He stated that the bond sale was successful.

Motion by Council Member Jamell Johnson, seconded by Council Member Lisa Norman **to approve Ordinance No. 1650.**

Vote: 7 - 0 - Unanimously

8. 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.

Town Council convened into Executive Session at 6:12 p.m.

9. 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.

Town Council reconvened into Executive Session at 6:43 p.m. No action taken.

10. Adjourn.

Meeting adjourned at 6:43 p.m.

Respectfully,

Caitlan Biggs

Town Secretary

Passed and Approved this 18th day of January 2022.



Date: 01/18/2022
Agenda Item #: 6. B.
Department: Administrative Services
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Consider Action to Approve the **Minutes from the January 6, 2022, Town Council Retreat.**

DESCRIPTION:

The minutes from the January 6, 2022, Town Council Retreat are attached for approval.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Minutes - January 6, 2022

DRAFT

Minutes
Town of Little Elm
100 W Eldorado Parkway
Little Elm, Texas 75068
214-975-0404
<http://www.littleelm.org>

TOWN COUNCIL RETREAT THURSDAY JANUARY 6, 2022 - 6:00 p.m.

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

Staff Present: Caitlan Biggs, Director of Administrative Services/Town Secretary; Matt Mueller, Town Manager

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

Retreat was called to order at 6:04 p.m.

2. **Public Comments**

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

None.

3. Discussion regarding the roles and responsibilities of the Town Council and review of the Strategic Plan.

4. **Adjourn.**

Meeting was adjourned at 9:13 p.m.

Respectfully,

Caitlan Biggs
Town Secretary

Passed and Approved this 18th day of January 2022.



Town Council Meeting

Date: 01/18/2022
Agenda Item #: 6. C.
Department: Fire
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Paul Rust, Fire Chief

AGENDA ITEM:

Consider Action to Approve a **Revised Interlocal Agreement with the City of Corinth for a Joint Fire Training Field.**

DESCRIPTION:

The Town of Little Elm and the City of Corinth have an existing agreement for the development and use of a joint fire training field located behind Lake Cities Firehouse No. 2. This proposed revision would allow North Central Texas College to join the partnership, bringing additional resources for the future development of the property for fire training. This revision would not pose any added annual expenses to the Town of Little Elm.

BUDGET IMPACT:

No added expenses related to the revision of the agreement.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

ILA City of Corinth

INTERLOCAL AGREEMENT BETWEEN THE CITY OF CORINTH, TOWN OF LITTLE ELM AND NORTH CENTRAL TEXAS COLLEGE

THIS AGREEMENT is made this _____ day of _____, 2021, by and between the **CITY OF CORINTH** (hereinafter "Corinth"), **TOWN OF LITTLE ELM**, (hereinafter "Little Elm") and **NORTH CENTRAL TEXAS COLLEGE**, (hereinafter "NCTC"), all being located in Denton County, Texas (hereinafter collectively known as the "Parties").

THIS AGREEMENT is intended to address ownership, management, use and rental, maintenance, and operation of the facility located at 2708 Shady Shores Road, behind Lake Cities Fire Department (hereinafter "LCFD") Firehouse No. 2, Corinth, Texas, as depicted on Exhibit A to this agreement (the "Facility")

WHEREAS, Corinth, Little Elm and NCTC desire to enter into an interlocal agreement to construct, operate and maintain the Facility; and

WHEREAS Chapter 791 of the Texas Chapter Government Code provides for interlocal agreements for governmental functions such as contemplated by this agreement; NOW, THEREFORE, upon the mutual covenants, conditions, and promises contained herein, the Parties hereby agree as follows:

Section 1. Interlocal Agreement; Term

- 1.0 This agreement is entered into and shall be construed pursuant to Chapter 791 of the Texas Government Code, the Texas Interlocal Cooperation Act.
- 1.1 This agreement shall become effective _____, 2021, and unless earlier terminated, as provided herein, will remain in effect until midnight, _____, _____, unless earlier terminated as provided herein.
- 1.2 Upon termination of this agreement, Corinth shall continue to own the facility, and any and all improvements and fixtures thereon.
- 1.3 The parties may mutually terminate this agreement at any time upon terms mutually agreeable to the parties.
- 1.4 The parties may terminate this agreement upon a months' notice. There shall be no refunds or pro-rated refunds for previous payments.
- 1.5 The parties may terminate this agreement if the other parties are in breach of any of the terms and conditions of this agreement or has refused to comply with any operational requirements approved by the Operations Steering Committee (hereinafter known as the "Committee").
- 1.6 Upon termination of this agreement, Little Elm and NCTC shall only reimburse LCFD for costs and supplies incurred as needed to make the facility available for their use.
- 1.7 During any post termination years (additional years), Little Elm and NCTC shall only reimburse LCFD for costs and supplies incurred as needed to make the facility available for their use.

Section 2. Operations Steering Committee; Annual Payments

- 2.0 The committee will provide input on the development, construction and operation of the facility.
- 2.1 The LCFD designee – will chair the committee and the Little Elm Fire Department Fire Chief's designee shall Vice Chair the committee and NCTC designee shall hold the position of 2nd Vice Chair on the committee. Each of the parties shall appoint one member to be mutually agreed upon by the Chair, Vice Chair and 2nd Vice Chair. The members shall serve two-year terms at the pleasure of the Fire Chiefs, Chair, Vice Chair and 2nd Vice Chair may be removed at any time during their term by their sponsoring party by providing written notice to the other parties and the committee member being removed.
- 2.2 The activities of the committee shall be in accordance with the agreement. The Committee shall meet as needed.
- 2.3 The committee chair, along with the Vice Chair and 2nd Vice Chair will consider recommendations from the committee, shall also make recommendations to the Fire Chiefs relating to the operation of the facility. The need for additional and/or replacement equipment, and other items relating to the financial needs and management of the facility. The committee shall make an annual recommendation, during the budgeting process of the parties, for the annual budget for revenues and expenditures for the facility. Each year, the committee's recommendation for the proposed next fiscal year budget expenditures will be submitted for approval by both Fire Chiefs and Emergency Services Division Chair. Once the amount is approved, Corinth shall include this sum (the "Annual Payment") in the Corinth annual budget for the upcoming fiscal year.
- 2.4 Little Elm and NCTC shall pay an annual payment on or before October 15th of each year of the term of this agreement, with the annual payment in an amount to be determined by the budget process.
- 2.5 The committee shall make a recommendation to the Fire Chiefs and Emergency Services Division Chair for the recommended process to coordinate the use of the facility. They shall consider the recommendation and approve a written policy for the use of the facility.
- 2.6 All monies spent by any party for any purpose related to the operation, construction, or maintenance of the Facility shall be reported at the end of each fiscal year to the other parties and compiled into a single report of expenditures and revenues.
- 2.7 The committee shall not be authorized to make equipment purchases, authorize expenditures, and/or enter into contracts or agreements except in compliance with the City of Corinth Purchasing Policy.
- 2.8 Should Little Elm or NCTC fail to make the required "Annual Payment", that party shall have limited use of the facility until such time as funding for its share of any previously approved expenditures has been paid to Corinth. This restriction is not intended as a limitation on the rights of the non-defaulting party hereto in the event a party should commit default of this agreement.

Section 3. Ownership and Maintenance

- 3.0 The facility is owned by the City of Corinth.
- 3.1 The committee shall oversee changes to the infrastructure with direction from the Fire Chiefs of LCFD, LEFD and NCTC designee.
- 3.2 The cost of maintenance, operation and associated expenses shall be equally shared by all parties. associated expenses include, but are not limited to, electrical service, building maintenance, fence repair, and maintenance of equipment.

Section 4. Use of Facility

- 4.0 Corinth, Little Elm and NCTC may allow other departments to use the facility if a written agreement providing for such is approved by all parties.
- 4.1 Each Party will provide facilitators for its classes or training exercises.
- 4.2 The fees for the use of the facility by a department other than LCFD, LEFD or NCTC shall be established in a fee schedule which shall be approved by the Fire Chiefs, upon recommendations of the Chair, Vice Chair and 2nd Vice Chair.
- 4.3 Any revenues obtained from the use of the facilities by departments other than LCFD, LEFD and NCTC shall be applied to the maintenance and operation costs for the facility.

Section 5. Default

- 5.0 A party shall be in default upon the failure to comply with any obligation to make a monetary payment provided for or required or described by this agreement within 30 days after the defaulting party has been given written notice of said failure or failure to comply with any term of this agreement.
- 5.1 In the event of a default hereunder, the defaulting party may cure the default by making payments to the other parties or performing requirements contained in this agreement. In the event of said payment and/or performance of the obligations, the defaulting party shall pay to the paying/performing party on written demand all sums paid of the reasonable value of the obligations performed on behalf of the defaulting party with interest at the rate of _____% annum.
- 5.2 Upon the failure of a party to timely cure any such default after notice thereof and expiration of the above cure periods, then the non-defaulting party(s) may terminate this agreement by written notice and pursue any legal remedies available under applicable law or principles of equity relating to such breach.

Section 6. Indemnity; Non-Waiver of Immunity

- 6.0 Little Elm, Corinth and NCTC each agree to accept full responsibility for the actions of their officers, agents and employees in the operation of the facility. The parties shall not be held liable for any claims, damages, costs, and attorneys fees arising from the negligent act or omissions of the others. If all parties are determined by

the court to be liable for any claims, damages, costs, expenses, or attorneys fees arising from the negligent acts or omissions of all parties, each shall be liable for a portion of the claim, damages, costs, expenses, and attorney's fees that arise from the negligent acts or omissions of that party as determined by the court adjudicating the matter or as agreed in any settlement.

- 6.1 It is expressly understood and agreed that, in the execution of this agreement, no party waives, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to it against any claims arising in exercise of its governmental powers or functions.
- 6.2 In the event that any person, elected official, employee, agent or contractor of any party performing services pursuant to this agreement by cited as a party to a state or federal civil lawsuit arising out of performance of those services, that person, elected official, employee, agent or contractor shall be entitled to the same defenses that he would be entitled to receive as if such civil action and arisen out of the performance of his or her duties as an employee of the city which appointed him or where he is regularly employed and in the regular jurisdiction of the Party by which that person is regularly employed.

Section 7. Miscellaneous Provisions

- 7.0 If legal action is brought under this agreement, exclusive venue shall lie in Denton County and the proceedings shall be governed by the laws of the State of Texas.
- 7.1 In case any one or more of the terms, sentences, paragraphs or 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 any other term, sentence, paragraph or provision hereof, and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 7.2 This agreement may be amended or modified only by the mutual written agreement, such amendment or modification being attached to and incorporated herein and approved by the governing bodies of all parties.
- 7.3 The agreement may be signed in multiple counterparts and shall be binding on the parties hereto when duly authorized by the governing body of each party.
- 7.4 This agreement contains all of the commitments of the parties.
- 7.5 All notices and communication concerning this agreement shall be in writing and address to the parties as follows:

City of Corinth
ATTN: Fire Chief
3501 FM 2181 Suite B
Corinth, TX 76210

Little Elm
ATTN: City Manager
100 W. Eldorado Pkwy.
Little Elm, TX 75068
contracts@littleelm.org

North Central Texas College
ATTN: Emergency Services
Division Chair
1500 N. Corinth St.
Corinth, TX 76208

Unless otherwise provided herein, notices and invoices shall be hand delivered, sent by registered or certified US Mail, postage prepaid, or by commercial overnight delivery service, and shall be deemed served or delivered to the addressee when received at the address for notice specified

above when hand delivered to the day after being sent when sent by overnight delivery services, or three United States Postal Service Business days after deposit in the mail when sent by U.S. Mail.

7.6 All payments and expenses made by any party hereto shall be made from the current revenues of the Party.

IN WITNESS WHEREOF, this agreement is executed this _____ day of _____, 2021, in duplicate originals.

TOWN OF LITTLE ELM, TEXAS

NORTH CENTRAL TEXAS COLLEGE

Matt Mueller
Town Manager
Date: _____

Dr. Brent Wallace
Chancellor
Date: _____

ATTEST:

ATTEST:

Caitlan Biggs, City Secretary

Name: _____

CITY OF CORINTH, TEXAS

Bob Hart
City Manager
Date: _____

ATTEST:

Lana Wylie, City Secretary



Date: 01/18/2022
Agenda Item #: 6. D.
Department: Police
Strategic Goal: Provide a safe and welcoming environment for Little Elm residents and visitors
Staff Contact: Rodney Harrison, Police Chief

AGENDA ITEM:

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

DESCRIPTION:

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

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

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Interlocal Agreement with Pilot Point for Jail Services

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

**Jail Services City of Pilot Point - Class C Misdemeanor Municipal
Warrants**

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

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

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

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

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

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

- 2. SCHEDULE OF WORK.** The Town agrees to begin services beginning January 19, 2022.

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

Attention:	Michelle Sanchez, Finance Director
Address:	102 East Main Street
City, State, Zip:	Pilot Point, TX 76208

7. **INDEMNIFICATION AND PARTY LIABILITY.**

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

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

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

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

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

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

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

If to Town:

Town of Little Elm
Dawn Berry, CPPB
Purchasing Agent
100 W. Eldorado
Little Elm, TX 75068
Contracts@littleelm.org

If to City of Pilot Point:

City of Pilot Point
Mr. Britt Lusk
City Manager
102 East Main Street
Pilot Point, TX 76208

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

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

(signatures on following page)

SIGNED AND AGREED this ____ day of _____, 2022.

TOWN OF LITTLE ELM

By:

Matt Mueller, Town Manager

ATTEST:

Caitlan Biggs, Town Secretary

SIGNED AND AGREED this ____ day of _____, 2022.

CITY OF PILOT POINT

By:

Britt Lusk, City Manager

ATTEST:

Lenette Cox, City Secretary



Town Council Meeting

Date: 01/18/2022
Agenda Item #: 6. E.
Department: Finance
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to Approve **Ordinance No. 1654 Providing for Refuse Rates; Providing for a Repealing Clause; Providing for a Severability Clause; and, Providing an Effective Date for Community Waste Disposal for an Annual Market Adjustment per the Current Service Contract.**

DESCRIPTION:

Community Waste Disposal (CWD) has requested a market adjustment in accordance with the Residential Refuse and Recycling service contract. The market adjustment will become effective on February 1, 2022, for Commercial customers only. The Town's current service contract with CWD allows for commercial rates to have an annual adjustment every year effective February 1 for an increase in the CPI, landfill increases, and a fuel cost adjustment. The 2022 Little Elm adjustment worksheet outlines the detail behind these various service factors:

- CPI increase of 5.40%
- Fuel decrease of 127.55%
- Landfill increase of 5.00%

CWD and the Town of Little Elm have all rates frozen for residential and multi-family rates for any and all services provided by CWD over the remaining current contract expiring January 31, 2025. CWD may petition the Town for a disposal rate increase effective October 1, 2022 and each 12 months thereafter for residential and multi-families. Ordinance No. 1654 provides for the refuse rates effective date February 1, 2022 for Commercial customers.

BUDGET IMPACT:

There is no momentary impact to the Town for this rate adjustment to commercial customers. CWD bills commercial customers directly.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Ordinance No. 1654 Solid Waste Rates

CWD Cover Letter dated 12.17.2021

Schedule A - Solid Waste Rates

2022 Little Elm Adjustment Worksheet - Solid Waste Rates

CPI Supporting Documentation

Denton Landfill Letter

ORDINANCE NO. 1654

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, PROVIDING FOR REFUSE RATES; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT OBTAINED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS THAT:

SECTION 1. Refuse Rates: From and after the effective date hereof the charges to be collected for sanitation service are as follows:

Refuse Rates	\$	Rate (Effective 02-01-22)
Residential Customers – garbage (monthly)		14.68
Residential Customers – recycle (monthly)		3.35
Additional Refuse Cart (ea.)		7.23
Additional Recycle Cart (ea.)		2.34
Replacement of Refuse Cart		75.00

Multi-family Rates	\$	Rate (Effective 02-01-22)
Recycle rates per unit		0.60

Commercial Customers	\$	Rate (Effective 02-01-22)
Front Load Trash - 2 cubic yard		
1 x week		91.17
2 x week		163.61
3 x week		214.64
4 x week		285.03
5 x week		337.59
6 x week		378.32
Front Load Trash - 3 cubic yard		
1 x week		97.41
2 x week		184.05
3 x week		291.10
4 x week		362.74
5 x week		425.05
6 x week		462.37
Front Load Trash - 4 cubic yard		
1 x week		111.15
2 x week		198.56
3 x week		264.68
4 x week		351.70
5 x week		416.09
6 x week		466.56

Front Load Trash - 6 cubic yard		
1 x week		142.12
2 x week		251.80
3 x week		349.66
4 x week		462.28
5 x week		544.87
6 x week		590.99
Front Load Trash - 8 cubic yard		
1 x week		180.38
2 x week		313.97
3 x week		463.75
4 x week		611.41
5 x week		720.30
6 x week		808.27
Front Load Compactors - 6 cubic yard		
1 x week		512.56
2 x week		943.60
3 x week		1,580.18
4 x week		1,973.39
Front Load Cardboard - 8 cubic yard		
1 x week		78.14
2 x week		156.29
3 x week		234.38
Front Load Miscellaneous Charges		
Casters (per container)		11.14
Gates (per pick-up)		8.89
Locks (per pick-up)		8.89
Commercial Collection – 95 Gallon Cart (refuse)		
1 x week		21.11
Each additional Carts (1 x week)		16.45
Commercial Collection – 95 Gallon Cart (recycle)		
1 x week		14.33
Each additional Carts (1 x week)		10.72
Commercial Roll Off Services		
35SC Weekday Haul * #		359.10
35SC Weekend Haul * #		389.69
40RC Weekday Haul * #		374.39
40RC Weekend Haul * #		404.94
# Disposal for payload tons up to 54K pds GVW		50.30
# Disposal charge for excess payload over 54K pds		127.55
6 Yard Recycle Containers		
Weekday transport		100.42
Rental		18.46

NOTE: All commercial dumpster customers are charged the monthly rate plus gate charges plus any other miscellaneous services required.

The monthly fee for solid waste collection and disposal services shall be set from time to time by appropriate written resolution ordinance of the Town Council. Such fee shall include

collection and disposal charges, monthly billing charges, franchise fees, and applicable sales tax. The monthly fee for such services shall be charged along with water and sewer charges. A penalty for an overdue bill may be charged.

SECTION 2. Service Fees: From and after the effective date hereof the charges to be collected for service fees associated with providing refuse services are as follows:

Service Fees	\$	Rate (Effective 02-01-22)
Disconnect Fee		50.00
Return Check Fee		30.00

SECTION 3. Repeal of conflicting ordinances: All ordinances or parts of ordinances in force when the provisions of this ordinance become effective, which are inconsistent or in conflict with the terms or provisions contained in this ordinance, are hereby repealed to the extent of any such conflict. This Ordinance amends those refuse rates previously established by Ordinance Nos. 1089, 1121, 1257, 1307, 1370, 1434, 1476, 1535, and 1586.

SECTION 4. Severability Clause: If any clause, phrase, sentence, paragraph or section of this ordinance shall be void or unconstitutional for any reason, such invalidity shall not affect any other provisions of the ordinance and such clause, phrase, sentence, paragraph or section is hereby declared severable.

SECTION 5. Saving Clause: This Ordinance shall be cumulative of all other ordinances of the Town and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance. This Ordinance amends those refuse rates previously established by Ordinance No. 1089, 1121, 1257, 1307, 1370, 1434, 1476, 1535, and 1586.

SECTION 6. Providing for Publication: Providing for the publication of this ordinance and effective date hereof. The newspaper having general circulation in the Town shall be effective immediately upon its passage and publication.

SECTION 7. Effective date: This Ordinance shall take effect immediately following its adoption and publication in accordance with and provided by law and the Town Charter.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas, on the 18th day of January 2022.

TOWN OF LITTLE ELM, TEXAS

Curtis J. Cornelious, Mayor

ATTEST:

Caitlan Biggs, Town Secretary



December 17, 2021

Town of Little Elm
Matt Mueller
Town Manager
100 West Eldorado
Little Elm, TX 75068-5060

RE: Commercial Market Adjustment Effective February 01, 2022

Dear Matt:

In accordance with the Residential Refuse and Recycling Service Contract, Community Waste Disposal (CWD) is advising you of an annual market adjustment. This notification is to inform you of our request for a Market Adjustment effective February 01, 2022. Attached is a new 2022 "Schedule A" outlining the changes in rates, the U.S. Department of Labor information regarding the CPI index, the Henry Hub National Gas Spot Price, and a worksheet that recaps the changes in disposal, fuel and landfill.

The information below reflects a sample of the adjustments for Little Elm's customer base.

2021 Commercial 35 SC Haul	\$ 322.03	2021 Commercial 1x8x1	\$ 161.93
2022 Commercial 35 SC Haul	\$ 359.10	2022 Commercial 1x8x1	\$ 180.38

If you have any questions concerning this matter, please feel free to contact either Robert Medigovich at 972.333.6106.

Sincerely,

Chyna Nguyen
Accounts Receivable Manager

Enc: 2022 Schedule A Worksheet
Calculation Worksheet
Fuel, Landfill, and CPI Indexes

CC: Robert Medigovich
Greg Roemer
Dale Pound

2010 California Crossing Road
Dallas, Texas 75220-2310
Telephone
972.392.9300 or 817.795.9300
Facsimile
972.392.9301

Town of Little Elm - Schedule "A"

Effective 02.01.2022

Note: CWD considers this material as proprietary rate information that could affect their competitiveness if the waste services contract goes to competitive bid process. Therefore, CWD requests that their market adjustment, extension request letters and all associated discussion information to be exempt from public disclosure. CWD request this information is exempt from Public Records, and is only allowed to be part of Public Records, after a ruling of the Attorney General of Texas.

	Jan 1, 2021 City Pricing with Franchise Fee	Jan 1, 2021 CWD Rate	Billing Fee 3.75%	Rate Minus Billing Fee	CPI Adj 5.40%	Fuel Adj 127.55%	Landfill Adj 5.00%	Total Adj	Pre Billing Fee Rate	Billing Fee 3.75%	Feb 1, 2022 CWD Rate	Feb 1, 2022 City Pricing with Franchise Fee
Residential Services												
				Percent of Adjustment	69%	4%	27%					
Residential Trash	N/A	\$10.88	\$0.00	\$10.88	na	na	na	\$0.00	\$10.88	\$0.00	\$10.88	N/A
Each Additional Cart	N/A	\$6.15	\$0.00	\$6.15	na	na	na	\$0.00	\$6.15	\$0.00	\$6.15	N/A
				Percent of Adjustment	69%	4%	27%					
Residential HHW	N/A	\$0.28	\$0.00	\$0.28	na	na	na	\$0.00	\$0.28	\$0.00	\$0.28	N/A
				Percent of Adjustment	83%	5%	12%					
Residential Recycling	N/A	\$2.49	\$0.00	\$2.49	na	na	na	\$0.00	\$2.49	\$0.00	\$2.49	N/A
Each Additional Cart	N/A	\$2.34	\$0.00	\$2.34	na	na	na	\$0.00	\$2.34	\$0.00	\$2.34	N/A
Residential Multi-Family Recycling Rate												
				Percent of Adjustment	83%	5%	12%					
Rate Per Unit	\$0.60	\$0.52	\$0.02	\$0.50	\$0.02	\$0.03	\$0.00	\$0.05	\$0.55	\$0.02	\$0.57	\$0.66
Front Load Commercial Trash Container Services												
				Percent of Adjustment	65%	5%	30%					
2 Cubic Yard												
1 X Week	\$81.85	\$71.17	\$2.57	\$68.60	\$2.41	\$4.37	\$1.03	\$7.81	\$76.41	\$2.87	\$79.28	\$91.17
2 X Week	\$146.89	\$127.73	\$4.62	\$123.11	\$4.32	\$7.85	\$1.85	\$14.02	\$137.13	\$5.14	\$142.27	\$163.61
3 X Week	\$192.69	\$167.56	\$6.06	\$161.50	\$5.67	\$10.30	\$2.42	\$18.39	\$179.89	\$6.75	\$186.64	\$214.64
4 X Week	\$255.88	\$222.50	\$8.04	\$214.46	\$7.53	\$13.68	\$3.22	\$24.43	\$238.89	\$8.96	\$247.85	\$285.03
5 X Week	\$303.08	\$263.55	\$9.53	\$254.02	\$8.92	\$16.20	\$3.81	\$28.93	\$282.95	\$10.61	\$293.56	\$337.59
6 X Week	\$339.65	\$295.35	\$10.68	\$284.67	\$9.99	\$18.15	\$4.27	\$32.41	\$317.08	\$11.89	\$328.97	\$378.32
3 Cubic Yard												
1 X Week	\$87.46	\$76.05	\$2.75	\$73.30	\$2.57	\$4.67	\$1.10	\$8.34	\$81.64	\$3.06	\$84.70	\$97.41
2 X Week	\$165.23	\$143.68	\$5.19	\$138.49	\$4.86	\$8.83	\$2.08	\$15.77	\$154.26	\$5.78	\$160.04	\$184.05
3 X Week	\$261.33	\$227.24	\$8.21	\$219.03	\$7.69	\$13.97	\$3.29	\$24.95	\$243.98	\$9.15	\$253.13	\$291.10
4 X Week	\$325.67	\$283.19	\$10.24	\$272.95	\$9.58	\$17.41	\$4.09	\$31.08	\$304.03	\$11.40	\$315.43	\$362.74
5 X Week	\$381.58	\$331.81	\$11.99	\$319.82	\$11.23	\$20.40	\$4.80	\$36.43	\$356.25	\$13.36	\$369.61	\$425.05
6 X Week	\$415.10	\$360.96	\$13.05	\$347.91	\$12.21	\$22.19	\$5.22	\$39.62	\$387.53	\$14.53	\$402.06	\$462.37
4 Cubic Yard												
1 X Week	\$99.80	\$86.78	\$3.14	\$83.64	\$2.94	\$5.33	\$1.25	\$9.52	\$93.16	\$3.49	\$96.65	\$111.15
2 X Week	\$178.26	\$155.01	\$5.60	\$149.41	\$5.24	\$9.53	\$2.24	\$17.01	\$166.42	\$6.24	\$172.66	\$198.56
3 X Week	\$237.62	\$206.63	\$7.47	\$199.16	\$6.99	\$12.70	\$2.99	\$22.68	\$221.84	\$8.32	\$230.16	\$264.68
4 X Week	\$315.74	\$274.56	\$9.92	\$264.64	\$9.29	\$16.88	\$3.97	\$30.14	\$294.78	\$11.05	\$305.83	\$351.70
5 X Week	\$373.54	\$324.82	\$11.74	\$313.08	\$10.99	\$19.97	\$4.70	\$35.66	\$348.74	\$13.08	\$361.82	\$416.09
6 X Week	\$418.85	\$364.22	\$13.16	\$351.06	\$12.32	\$22.39	\$5.27	\$39.98	\$391.04	\$14.66	\$405.70	\$466.56
6 Cubic Yard												
1 X Week	\$127.59	\$110.95	\$4.01	\$106.94	\$3.75	\$6.82	\$1.60	\$12.17	\$119.11	\$4.47	\$123.58	\$142.12
2 X Week	\$226.08	\$196.59	\$7.11	\$189.48	\$6.65	\$12.08	\$2.84	\$21.57	\$211.05	\$7.91	\$218.96	\$251.80
3 X Week	\$313.92	\$272.97	\$9.87	\$263.10	\$9.23	\$16.78	\$3.95	\$29.96	\$293.06	\$10.99	\$304.05	\$349.66
4 X Week	\$415.01	\$360.88	\$13.04	\$347.84	\$12.21	\$22.18	\$5.22	\$39.61	\$387.45	\$14.53	\$401.98	\$462.28
5 X Week	\$489.15	\$425.35	\$15.37	\$409.98	\$14.39	\$26.15	\$6.15	\$46.69	\$456.67	\$17.13	\$473.80	\$544.87
6 X Week	\$530.58	\$461.37	\$16.68	\$444.69	\$15.61	\$28.36	\$6.67	\$50.64	\$495.33	\$18.57	\$513.90	\$590.99
8 Cubic Yard												
1 X Week	\$161.93	\$140.81	\$5.09	\$135.72	\$4.76	\$8.66	\$2.04	\$15.46	\$151.18	\$5.67	\$156.85	\$180.38
2 X Week	\$281.88	\$245.11	\$8.86	\$236.25	\$8.29	\$15.07	\$3.54	\$26.90	\$263.15	\$9.87	\$273.02	\$313.97
3 X Week	\$416.35	\$362.04	\$13.09	\$348.95	\$12.25	\$22.25	\$5.23	\$39.73	\$388.68	\$14.58	\$403.26	\$463.75
4 X Week	\$548.90	\$477.30	\$17.25	\$460.05	\$16.15	\$29.34	\$6.90	\$52.39	\$512.44	\$19.22	\$531.66	\$611.41
5 X Week	\$646.66	\$562.31	\$20.32	\$541.99	\$19.02	\$34.57	\$8.13	\$61.72	\$603.71	\$22.64	\$626.35	\$720.30
6 X Week	\$725.64	\$630.99	\$22.81	\$608.18	\$21.35	\$38.79	\$9.12	\$69.26	\$677.44	\$25.40	\$702.84	\$808.27
6 Yard Front Load Compactors												
				Percent of Adjustment	35%	5%	60%					
6 Yard												
1 X Week	\$460.66	\$400.57	\$14.48	\$386.09	\$7.30	\$24.62	\$11.58	\$43.50	\$429.59	\$16.11	\$445.70	\$512.56
2 X Week	\$848.04	\$737.43	\$26.65	\$710.78	\$13.43	\$45.33	\$21.32	\$80.08	\$790.86	\$29.66	\$820.52	\$943.60
3 X Week	\$1,420.16	\$1,234.92	\$44.64	\$1,190.28	\$22.50	\$75.91	\$35.71	\$134.12	\$1,324.40	\$49.67	\$1,374.07	\$1,580.18
4 X Week	\$1,773.56	\$1,542.23	\$55.74	\$1,486.49	\$28.09	\$94.80	\$44.59	\$167.48	\$1,653.97	\$62.02	\$1,715.99	\$1,973.39
Commercial Special Services												
				Percent of Adjustment	100%	0%	0%					
Casters (per pick-up)	\$10.57	\$9.19	\$0.33	\$8.86	\$0.48	\$0.00	\$0.00	\$0.48	\$9.34	\$0.35	\$9.69	\$11.14
Gates (per pick-up)	\$8.44	\$7.34	\$0.27	\$7.07	\$0.38	\$0.00	\$0.00	\$0.38	\$7.45	\$0.28	\$7.73	\$8.89
Locks (per pick-up)	\$8.44	\$7.34	\$0.27	\$7.07	\$0.38	\$0.00	\$0.00	\$0.38	\$7.45	\$0.28	\$7.73	\$8.89
Front Load Cardboard Container (OCC)												
				Percent of Adjustment	83%	5%	12%					
8 Cubic Yard												
1 X Week	\$70.10	\$60.96	\$2.20	\$58.76	\$2.63	\$3.75	\$0.35	\$6.73	\$65.49	\$2.46	\$67.95	\$78.14
2 X Week	\$140.22	\$121.93	\$4.41	\$117.52	\$5.27	\$7.49	\$0.71	\$13.47	\$130.99	\$4.91	\$135.90	\$156.29
3 X Week	\$210.28	\$182.85	\$6.61	\$176.24	\$7.90	\$11.24	\$1.06	\$20.20	\$196.44	\$7.37	\$203.81	\$234.38

Town of Little Elm - Schedule "A"

Effective 02.01.2022

Note: CWD considers this material as proprietary rate information that could affect their competitiveness if the waste services contract goes to competitive bid process. Therefore, CWD requests that their market adjustment, extension request letters and all associated discussion information to be exempt from public disclosure. CWD request this information is exempt from Public Records, and is only allowed to be part of Public Records, after a ruling of the Attorney General of Texas.

6 Yard Recycle Containers												
			Percent of Adjustment			83%	5%	12%				
Weekday Transport	\$90.09	\$78.34	\$2.83	\$75.51	\$3.38	\$4.82	\$0.45	\$8.65	\$84.16	\$3.16	\$87.32	\$100.42
			Percent of Adjustment			100%	0%	0%				
Rental	\$17.51	\$15.23	\$0.55	\$14.68	\$0.79	\$0.00	\$0.00	\$0.79	\$15.47	\$0.58	\$16.05	\$18.46
Commercial Trash Cart Service												
			Percent of Adjustment			69%	4%	27%				
First Trash Poly-Cart	\$19.16	\$16.66	\$0.60	\$16.06	\$0.60	\$0.82	\$0.22	\$1.64	\$17.70	\$0.66	\$18.36	\$21.11
Each Additional Cart	\$14.92	\$12.97	\$0.47	\$12.50	\$0.47	\$0.64	\$0.17	\$1.28	\$13.78	\$0.52	\$14.30	\$16.45
Commercial Recycle Cart Service												
			Percent of Adjustment			83%	5%	12%				
First Recycle Poly-Cart	\$12.86	\$11.18	\$0.40	\$10.78	\$0.48	\$0.69	\$0.06	\$1.23	\$12.01	\$0.45	\$12.46	\$14.33
Each Additional Cart	\$9.61	\$8.36	\$0.30	\$8.06	\$0.36	\$0.51	\$0.05	\$0.92	\$8.98	\$0.34	\$9.32	\$10.72
Roll Off Compactors												
			Percent of Adjustment			95%	5%	0%				
35 SC Weekday Haul * #	\$322.03	\$280.03	\$10.12	\$269.91	\$13.85	\$17.21	\$0.00	\$31.06	\$300.97	\$11.29	\$312.26	\$359.10
35 SC Weekend Haul * #	\$349.46	\$303.88	\$10.98	\$292.90	\$15.03	\$18.68	\$0.00	\$33.71	\$326.61	\$12.25	\$338.86	\$389.69
40 RC Weekday Haul * #	\$335.74	\$291.95	\$10.55	\$281.40	\$14.44	\$17.95	\$0.00	\$32.39	\$313.79	\$11.77	\$325.56	\$374.39
40 RC Weekend Haul * #	\$363.15	\$315.78	\$11.41	\$304.37	\$15.61	\$19.41	\$0.00	\$35.02	\$339.39	\$12.73	\$352.12	\$404.94
			Percent of Adjustment			0%	0%	100%				
* Disposal for weight up to 27 tons GVW	\$47.91	\$41.66	\$1.51	\$40.15	\$0.00	\$0.00	\$2.01	\$2.01	\$42.16	\$1.58	\$43.74	\$50.30
# Excess Payload for trucks over 27 tons GVW	\$121.47	\$105.63	\$3.82	\$101.81	\$0.00	\$0.00	\$5.09	\$5.09	\$106.90	\$4.01	\$110.91	\$127.55
			Percent of Adjustment			95%	5%	0%				
Trip Charge (Dry Run) - weekday	\$163.24	\$141.95	\$5.13	\$136.82	\$7.02	\$8.73	\$0.00	\$15.75	\$152.57	\$5.72	\$158.29	\$182.03
30 Yard Open Top Roll Off Containers												
			Percent of Adjustment			95%	5%	0%				
Delivery	\$163.24	\$141.95	\$0.00	\$135.85	\$6.97	\$8.66	\$0.00	\$15.63	\$151.48	\$5.68	\$157.16	\$180.73
Trip Charge (Dry Run) - weekday	\$163.40	\$141.95	\$0.00	\$135.85	\$6.97	\$8.66	\$0.00	\$15.63	\$151.48	\$5.68	\$157.16	\$180.73
			Percent of Adjustment			100%	0%	0%				
Weekly Rental	\$61.02	\$53.06	\$0.00	\$50.53	\$2.73	\$0.00	\$0.00	\$2.73	\$53.26	\$2.00	\$55.26	\$63.55
			Percent of Adjustment			95%	5%	0%				
Haul Weekday (plus disposal) * #	\$420.58	\$365.72	\$0.00	\$350.00	\$17.96	\$22.32	\$0.00	\$40.28	\$390.28	\$14.64	\$404.92	\$465.66
Haul Weekend (plus disposal) * #	\$450.62	\$391.84	\$0.00	\$375.00	\$19.24	\$23.92	\$0.00	\$43.16	\$418.16	\$15.68	\$433.84	\$498.92
			Percent of Adjustment			0%	0%	100%				
* Disposal for weight up to 27 tons GVW	\$54.49	\$47.38	\$0.00	\$45.07	\$0.00	\$0.00	\$2.25	\$2.25	\$47.32	\$1.77	\$49.09	\$56.45
# Excess Payload for trucks over 27 tons GVW	\$137.51	\$119.57	\$0.00	\$113.73	\$0.00	\$0.00	\$5.69	\$5.69	\$119.42	\$4.48	\$123.90	\$142.49

2022 LITTLE ELM ADJUSTMENT WORKSHEET

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CPI-U LESS ENERGY (NOV) 5.40%

Fuel worksheet

**Henry Hub Natural Gas Spot Price
(Dollars per Million BTU)
(Sept, Oct, and Nov)**

	2020	2021
Week 1	2.16	4.49
Week 2	2.16	4.87
Week 3	1.93	5.42
Week 4	1.68	5.03
Week 5	1.65	5.68
Week 6	1.91	5.87
Week 7	2.17	5.54
Week 8	2.74	4.95
Week 9	3.09	5.68
Week 10	2.78	5.48
Week 11	2.75	4.99
Week 12	2.39	4.91
Week 13	2.39	4.90
Average	2.29	5.22
Dollar Change		2.92
Percent of Change		127.55%

LANDFILL ADJUSTMENT 5.00%

INDEX CHANGE

CPI%	5.40%
Fuel %	127.55%
Disposal %	5.00%

	F/L	R/O	R/O Excessive Weight	Resi Trash	Resi Rcy
CPI	65%	55%	0%	69%	83%
Fuel	5%	5%	0%	4%	5%
Disposal	30%	40%	100%	27%	12%
	100%	100%	100%	100%	100%

	F/L	R/O	R/O Excessive Weight	Resi Trash	Resi Rcy
CPI	3.51%	2.97%	0.00%	3.73%	4.48%
Fuel	6.38%	6.38%	0.00%	5.10%	6.38%
Disposal	1.50%	2.00%	5.00%	1.35%	0.60%
Total	11.39%	11.35%	5.00%	10.18%	11.46%



U.S. BUREAU OF LABOR STATISTICS

Databases, Tables & Calculators by Subject

Change Output Options:

From: 2011

To: 2021


☐ include graphs
 ☐ include annual averages

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Data extracted on: December 12, 2021 (9:37:29 AM)

CPI for All Urban Consumers (CPI-U)

Series Id: CUURS37ASA0LE, CUUSS37ASA0LE

Not Seasonally Adjusted

Series Title: All items less energy in Dallas-Fort Worth-Arlington, TX, all urban consumers, not seasonally adjusted

Area: Dallas-Fort Worth-Arlington, TX

Item: All items less energy

Base Period: 1982-84=100

Download: [xls](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2011	204.112		206.036		206.064		206.418		207.691		209.171		206.797	205.596	207.998
2012	209.278		210.745		211.017		211.076		212.619		213.603		211.587	210.496	212.679
2013	214.034		215.132		214.590		215.479		216.630		216.241		215.472	214.706	216.239
2014	216.948		218.185		218.293		218.085		218.872		219.281		218.398	217.903	218.893
2015	219.851		221.760		221.630		221.408		222.473		223.021		221.817	221.209	222.425
2016	224.102		225.823		226.910		227.315		227.995		228.292		226.940	225.868	228.013
2017	228.486		229.667		230.934		231.424		233.624		234.845		231.645	229.824	233.467
2018	234.774		235.907		237.847		237.289		238.686		240.358		237.587	236.353	238.822
2019	241.185		242.060		241.921		243.642		245.477		244.604		243.399	242.075	244.724
2020	244.920		246.282		245.301		247.299		248.120		247.458		246.709	245.580	247.838
2021	249.525		252.804		256.633		258.483		259.068		260.725			253.500	

12-Month Percent Change

Series Id: CUURS37ASA0LE, CUUSS37ASA0LE

Not Seasonally Adjusted

Series Title: All items less energy in Dallas-Fort Worth-Arlington, TX, all urban consumers, not seasonally adjusted

Area: Dallas-Fort Worth-Arlington, TX

Item: All items less energy

Base Period: 1982-84=100

Download: [xls](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2011	0.2	1.2		1.6		2.5		2.0		3.0			1.8	1.2	2.5
2012	2.5	2.3		2.4		2.3		2.4		2.1			2.3	2.4	2.3
2013	2.3	2.1		1.7		2.1		1.9		1.2			1.8	2.0	1.7
2014	1.4	1.4		1.7		1.2		1.0		1.4			1.4	1.5	1.2
2015	1.3	1.6		1.5		1.5		1.6		1.7			1.6	1.5	1.6
2016	1.9	1.8		2.4		2.7		2.5		2.4			2.3	2.1	2.5
2017	2.0	1.7		1.8		1.8		2.5		2.9			2.1	1.8	2.4
2018	2.8	2.7		3.0		2.5		2.2		2.3			2.6	2.8	2.3
2019	2.7	2.6		1.7		2.7		2.8		1.8			2.4	2.4	2.5
2020	1.5	1.7		1.4		1.5		1.1		1.2			1.4	1.4	1.3
2021	1.9	2.6		4.6		4.5		4.4		5.4				3.2	

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2013-Nov	11/01	3.55	11/08	3.47	11/15	3.62	11/22	3.68	11/29	3.87
2013-Dec	12/06	3.94	12/13	4.31	12/20	4.25	12/27	4.45		
2014-Jan	01/03	4.36	01/10	4.31	01/17	4.39	01/24	5.08	01/31	5.29
2014-Feb	02/07	6.35	02/14	6.55	02/21	6.00	02/28	5.10		
2014-Mar	03/07	6.24	03/14	4.58	03/21	4.43	03/28	4.46		
2014-Apr	04/04	4.45	04/11	4.63	04/18	4.65	04/25	4.80		
2014-May	05/02	4.76	05/09	4.74	05/16	4.46	05/23	4.52	05/30	4.52
2014-Jun	06/06	4.61	06/13	4.61	06/20	4.66	06/27	4.52		
2014-Jul	07/04	4.41	07/11	4.19	07/18	4.11	07/25	3.84		
2014-Aug	08/01	3.79	08/08	3.92	08/15	3.90	08/22	3.85	08/29	4.01
2014-Sep	09/05	3.93	09/12	3.91	09/19	3.95	09/26	3.88		
2014-Oct	10/03	4.02	10/10	3.87	10/17	3.82	10/24	3.63	10/31	3.65
2014-Nov	11/07	3.83	11/14	4.16	11/21	4.34	11/28	4.16		
2014-Dec	12/05	3.75	12/12	3.66	12/19	3.69	12/26	2.94		
2015-Jan	01/02	3.09	01/09	3.03	01/16	3.08	01/23	2.95	01/30	2.91
2015-Feb	02/06	2.72	02/13	2.75	02/20	2.90	02/27	3.13		
2015-Mar	03/06	3.04	03/13	2.76	03/20	2.80	03/27	2.79		
2015-Apr	04/03	2.64	04/10	2.67	04/17	2.61	04/24	2.60		
2015-May	05/01	2.57	05/08	2.75	05/15	2.88	05/22	2.99	05/29	2.80
2015-Jun	06/05	2.65	06/12	2.78	06/19	2.90	06/26	2.80		
2015-Jul	07/03	2.79	07/10	2.75	07/17	2.89	07/24	2.88	07/31	2.87
2015-Aug	08/07	2.80	08/14	2.88	08/21	2.75	08/28	2.69		
2015-Sep	09/04	2.69	09/11	2.70	09/18	2.70	09/25	2.61		
2015-Oct	10/02	2.49	10/09	2.38	10/16	2.48	10/23	2.38	10/30	2.12
2015-Nov	11/06	2.02	11/13	2.11	11/20	2.09	11/27	2.15		
2015-Dec	12/04	2.13	12/11	1.96	12/18	1.72	12/25	1.68		
2016-Jan	01/01	2.27	01/08	2.38	01/15	2.32	01/22	2.20	01/29	2.22
2016-Feb	02/05	2.11	02/12	2.16	02/19	1.94	02/26	1.82		
2016-Mar	03/04	1.57	03/11	1.64	03/18	1.79	03/25	1.79		
2016-Apr	04/01	1.86	04/08	1.96	04/15	1.90	04/22	1.91	04/29	1.92
2016-May	05/06	1.96	05/13	2.00	05/20	1.89	05/27	1.84		
2016-Jun	06/03	2.15	06/10	2.36	06/17	2.39	06/24	2.75		
2016-Jul	07/01	2.89	07/08	2.82	07/15	2.81	07/22	2.79	07/29	2.85
2016-Aug	08/05	2.88	08/12	2.77	08/19	2.73	08/26	2.82		
2016-Sep	09/02	2.94	09/09	2.87	09/16	3.02	09/23	3.11	09/30	3.04
2016-Oct	10/07	2.91	10/14	3.17	10/21	3.14	10/28	2.72		
2016-Nov	11/04	2.50	11/11	2.22	11/18	2.44	11/25	2.76		
2016-Dec	12/02	3.21	12/09	3.69	12/16	3.57	12/23	3.51	12/30	3.69
2017-Jan	01/06	3.47	01/13	3.27	01/20	3.29	01/27	3.27		
2017-Feb	02/03	3.12	02/10	3.04	02/17	2.87	02/24	2.62		
2017-Mar	03/03	2.52	03/10	2.75	03/17	2.96	03/24	2.99	03/31	3.03
2017-Apr	04/07	3.18	04/14	3.05	04/21	3.10	04/28	3.09		
2017-May	05/05	3.14	05/12	3.12	05/19	3.21	05/26	3.18		
2017-Jun	06/02	3.03	06/09	2.98	06/16	3.03	06/23	2.89	06/30	3.01
2017-Jul	07/07	2.95	07/14	2.96	07/21	3.09	07/28	2.96		
2017-Aug	08/04	2.80	08/11	2.85	08/18	2.95	08/25	2.97		
2017-Sep	09/01	2.93	09/08	2.91	09/15	2.96	09/22	3.09	09/29	2.96
2017-Oct	10/06	2.84	10/13	2.92	10/20	2.84	10/27	2.91		
2017-Nov	11/03	2.78	11/10	3.12	11/17	3.10	11/24	3.05		
2017-Dec	12/01	2.94	12/08	2.84	12/15	2.77	12/22	2.69	12/29	3.03
2018-Jan	01/05	5.71	01/12	3.24	01/19	4.12	01/26	3.43		
2018-Feb	02/02	3.30	02/09	2.75	02/16	2.54	02/23	2.62		
2018-Mar	03/02	2.64	03/09	2.74	03/16	2.71	03/23	2.66	03/30	2.67
2018-Apr	04/06	2.79	04/13	2.78	04/20	2.83	04/27	2.80		
2018-May	05/04	2.75	05/11	2.76	05/18	2.80	05/25	2.83		
2018-Jun	06/01	2.88	06/08	2.92	06/15	2.99	06/22	2.99	06/29	2.98
2018-Jul	07/06	2.91	07/13	2.89	07/20	2.78	07/27	2.79		
2018-Aug	08/03	2.80	08/10	2.96	08/17	3.00	08/24	3.01	08/31	2.97
2018-Sep	09/07	2.94	09/14	2.93	09/21	3.03	09/28	3.06		
2018-Oct	10/05	3.23	10/12	3.30	10/19	3.26	10/26	3.32		
2018-Nov	11/02	3.28	11/09	3.58	11/16	4.23	11/23	4.67	11/30	4.43
2018-Dec	12/07	4.49	12/14	4.38	12/21	3.73	12/28	3.26		
2019-Jan	01/04	2.92	01/11	2.89	01/18	3.50	01/25	3.19		
2019-Feb	02/01	2.90	02/08	2.59	02/15	2.65	02/22	2.71		
2019-Mar	03/01	2.91	03/08	3.28	03/15	2.89	03/22	2.86	03/29	2.71
2019-Apr	04/05	2.70	04/12	2.72	04/19	2.62	04/26	2.56		
2019-May	05/03	2.59	05/10	2.60	05/17	2.67	05/24	2.66	05/31	2.66
2019-Jun	06/07	2.45	06/14	2.41	06/21	2.40	06/28	2.34		
2019-Jul	07/05	2.31	07/12	2.47	07/19	2.44	07/26	2.30		
2019-Aug	08/02	2.24	08/09	2.11	08/16	2.21	08/23	2.27	08/30	2.28
2019-Sep	09/06	2.46	09/13	2.64	09/20	2.63	09/27	2.52		
2019-Oct	10/04	2.33	10/11	2.26	10/18	2.25	10/25	2.25		
2019-Nov	11/01	2.62	11/08	2.82	11/15	2.73	11/22	2.58	11/29	2.49
2019-Dec	12/06	2.38	12/13	2.24	12/20	2.28	12/27	2.03		
2020-Jan	01/03	2.05	01/10	2.09	01/17	2.06	01/24	1.93	01/31	1.95
2020-Feb	02/07	1.89	02/14	1.90	02/21	2.00	02/28	1.88		
2020-Mar	03/06	1.80	03/13	1.86	03/20	1.82	03/27	1.74		
2020-Apr	04/03	1.63	04/10	1.77	04/17	1.72	04/24	1.85		
2020-May	05/01	1.71	05/08	1.84	05/15	1.63	05/22	1.78	05/29	1.76
2020-Jun	06/05	1.70	06/12	1.70	06/19	1.52	06/26	1.57		
2020-Jul	07/03	1.71	07/10	1.78	07/17	1.77	07/24	1.72	07/31	1.82
2020-Aug	08/07	2.13	08/14	2.17	08/21	2.39	08/28	2.52		
2020-Sep	09/04	2.16	09/11	2.16	09/18	1.93	09/25	1.68		
2020-Oct	10/02	1.65	10/09	1.91	10/16	2.17	10/23	2.74	10/30	3.09
2020-Nov	11/06	2.78	11/13	2.75	11/20	2.59	11/27	2.39		
2020-Dec	12/04	2.69	12/11	2.44	12/18	2.70	12/25	2.72		

Henry Hub Natural Gas Spot Price (Dollars per Million Btu)

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2021-Jan	01/01	2.38	01/08	2.74	01/15	2.82	01/22	2.54	01/29	2.71
2021-Feb	02/05	3.12	02/12	4.63	02/19	12.18	02/26	2.86		
2021-Mar	03/05	2.79	03/12	2.65	03/19	2.53	03/26	2.54		
2021-Apr	04/02	2.54	04/09	2.45	04/16	2.59	04/23	2.76	04/30	2.88
2021-May	05/07	2.95	05/14	2.93	05/21	2.91	05/28	2.86		
2021-Jun	06/04	3.03	06/11	3.12	06/18	3.28	06/25	3.28		
2021-Jul	07/02	3.72	07/09	3.65	07/16	3.73	07/23	3.93	07/30	4.06
2021-Aug	08/06	4.15	08/13	4.10	08/20	3.90	08/27	4.07		
2021-Sep	09/03	4.49	09/10	4.87	09/17	5.42	09/24	5.03		
2021-Oct	10/01	5.68	10/08	5.87	10/15	5.54	10/22	4.95	10/29	5.68
2021-Nov	11/05	5.48	11/12	4.99	11/19	4.91	11/26	4.90		
2021-Dec	12/03	4.32	12/10	3.68						

-- = No Data Reported; -- = Not Applicable; NA = Not Available; W = Withheld to avoid disclosure of individual company data

Release Date: 12/15/2021

Next Release Date: 12/22/2021

Referring Pages:

- [Natural Gas Futures Prices \(NYMEX\)](#)



Solid Waste and Recycling Department

1527 S. Mayhill Rd., Denton, TX 76208 • (940) 349-8080

October 13, 2021

Greg Roemer
Community Waste Disposal, Inc.
2010 California Crossing
Dallas, Texas 75220-2310

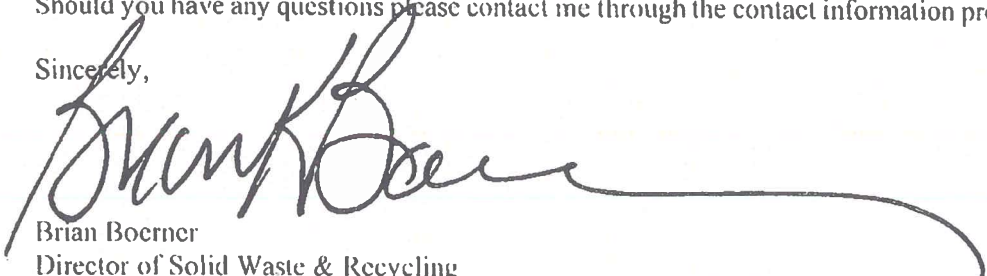
The purpose of this memo is to provide notification of an upcoming increase in your disposal fee with the City of Denton Solid Waste & Recycling Department.

Pursuant to our Disposal Contract section 8a, the rate may be increased October 1 of each calendar year. The increase is determined using the Consumer Price Index for All Urban Customers (CPI-U) for the South Region for All Items and is not to exceed 5% in any single calendar year. The annual CPI adjustment for the past year has been calculated to be **5.8% capping out at 5%**, which will be applied to all transactions in this contract year retroactively beginning October 1, 2021.

[REDACTED]

Should you have any questions please contact me through the contact information provided below.

Sincerely,


Brian Boerner
Director of Solid Waste & Recycling
brian.boerner@cityofdenton.com
940-349-8001

CC:

Cassey Ogden, Finance Director
Nick Vincent, Assistant Finance Director
Tammy Clausing, Business Services Manager

OUR CORE VALUES

Integrity • Fiscal Responsibility • Transparency • Outstanding Customer Service



Date: 01/18/2022
Agenda Item #: 6. F.
Department: Community Services
Strategic Goal: Provide a safe and welcoming environment for Little Elm residents and visitors
Staff Contact: Chad Hyde, Director of Community Services

AGENDA ITEM:

Consider Action to Approve an **Interlocal Agreement with the North Central Texas Council of Government for a Solid Waste Project.**

DESCRIPTION:

The Town of Little Elm's existing efforts to prevent litter and collect trash at local parks and Lewisville Lake are insufficient to meet the need, which has surged exponentially as the population has grown by over 21,000 since 2010. With 66 miles of shoreline, 376 acres of public parks, and 5+ miles of trails, the Town is a major tourist destination, with the population often doubling on weekends. To address this need, the Town applied for a grant with the North Central Texas Council of Government and has been awarded said grant. This interlocal agreement will allow the Town to receive the grant and move forward with the project described below.

Currently, Parks staff use multiple vehicles (golf carts, utility vehicles, etc.) to empty dozens of trash bins at our parks, trails, athletic fields, boat ramps, and the lakefront. The bins are often over-full, which leads to chronic litter. Without sufficient capacity to haul all the trash at once, staff make multiple trips between the bins and Little Elm Park to throw the bags into our three open-top roll-off dumpsters, often leaking and bulging bags that are difficult to hoist over the top. Rain pours straight through the open-top dumpsters, washing waste and solids into the stormwater system, or blowing trash off the top and into the lake. Additionally, the dumpsters are open for view to the public, often overflowing and unsightly.

This current system is inefficient, cumbersome, unsanitary, and aesthetically displeasing. The project goal is to expand our current waste management program to address trash collection and litter problem with the following scope of work and projected benefits: 1) 15 trash bins placed strategically to combat chronic park and lake litter (improving aesthetics and water quality); 2) one trash trailer to haul trash from bins to trash compactors to reduce fuel use and GHGs from multiple vehicles and streamline pick-up from parks (improving air quality/improving staff efficiency); and 3) 20 educational signs encouraging proper disposal of trash (supporting social responsibility). The equipment will be used 100% for solid waste activities.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

NCTCOG Solid Waste ILA

**Interlocal Agreement
NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS and
TOWN OF LITTLE ELM**

1. AGREEMENT PARTIES

This Interlocal Agreement ("Agreement") is entered into by and between the parties named below. Neither the Texas Commission on Environmental Quality (TCEQ) nor the State of Texas is a party to this Agreement. This Agreement, including all Attachments, represents the entire Agreement between the parties.

Funding Agency: North Central Texas Council of Governments
Herein referred to as: NCTCOG

Subrecipient: Town of Little Elm
Herein referred to as: SUBRECIPIENT

2. PURPOSE

The purpose of this Agreement is to define the scope of services for this solid waste implementation project and to ensure the project meets the provisions of §361.014(b) of the Texas Health and Safety Code and the regional solid waste management plan goals and objectives.

3. SERVICES

For the Public Park Litter Collection Expansion Project, the SUBRECIPIENT shall complete all work as specified in this Agreement and all Attachments. The following are attached and incorporated into this Agreement:

- Attachment A – Scope of Work
- Attachment B – Project Budget and Detailed Cost Sheets
- Attachment C – Supplemental Funding Standards
- Attachment D – Funding Agency Requirements for Implementation Projects
- Attachment E – Reporting Forms and Deadlines

The SUBRECIPIENT shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all services and other work furnished by the SUBRECIPIENT under this Agreement.

The SUBRECIPIENT shall perform such services as may be necessary to accomplish the work required under this Agreement, in accordance with the funding agency and contractual requirements and any and all applicable law. NCTCOG may require the SUBRECIPIENT to correct and revise any errors, omissions or other deficiencies in any reports or services provided by the SUBRECIPIENT to ensure that such reports and services fulfill the purposes of this Agreement. The SUBRECIPIENT shall make the required corrections or revisions without additional cost to NCTCOG.

Neither NCTCOG's review, approval or acceptance of, nor payment for any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement; and the SUBRECIPIENT shall be, and remain liable in accordance with applicable law for all damages to NCTCOG, including reasonable attorney's fees and court costs caused by the SUBRECIPIENT'S negligent performance of any of the services furnished under this Agreement.

The obligations of the SUBRECIPIENT under this Article are in addition to the SUBRECIPIENT'S other express or implied assurances under this Agreement or applicable law.

4. TERM OF AGREEMENT

This Agreement is effective on the date signed by the last party and shall terminate on August 31, 2023, unless terminated earlier as provided herein.

5. AVAILABILITY OF FUNDS

The source of the funds provided by the Texas Commission on Environmental Quality (TCEQ) is the Solid Waste Disposal and Transportation Fees, as stated in Texas Health and Safety Code 361.013. Due to demands upon that source for funds necessary to protect the health and safety of the public, it is possible that the funds contained in the Municipal Solid Waste Disposal Account, as proscribed in Texas Health and Safety Code 361.014(d), may be depleted or reduced prior to completion of this Agreement. The parties agree that all funding arranged under this Agreement is subject to sufficient funds in the Municipal Solid Waste Disposal Account.

This Agreement and all claims, suits or obligations arising under or related to this Agreement are subject to the receipt and availability of funds appropriated by the Texas Legislature for the purposes of this Agreement or the respective claim, suite or obligation, as applicable. In the event funding is not available, the parties further agree that NCTCOG has no further obligation to pay and SUBRECIPIENT has no further duty to perform under terms of this Agreement, and the agreement is terminated.

6. REIMBURSEMENTS AND PAYMENTS

The funding amount under this Agreement shall not exceed \$32,075.00 as detailed in Attachment B. All payments for necessary and reasonable actual allowable costs incurred during the term of the Agreement shall be on a reimbursement basis and comply with Attachment C and D. The following provisions apply to NCTCOG reimbursement of expenses:

- NCTCOG is not liable for expenses made in violation of Attachment C and D.
- NCTCOG is not liable to the SUBRECIPIENT for costs paid or performance rendered by SUBRECIPIENT before commencement of this Agreement or after termination of this Agreement.
- All costs must be incurred and paid by SUBRECIPIENT and billed to NCTCOG by October 31, 2022 in order to be eligible for reimbursement. NCTCOG is not liable for any costs paid by SUBRECIPIENT in the performance of this Agreement that have not been billed to NCTCOG by October 31, 2022.

The SUBRECIPIENT must submit a Request for Reimbursement Form at least quarterly (even if no funds were spent), but not more frequently than once a month. Except as specifically authorized by NCTCOG in writing, NCTCOG is liable only for expenditures made in compliance with the cost principles and administrative requirements set forth in this Agreement, stated guidelines, and applicable rules and regulations. Failure on the part of the SUBRECIPIENT to comply with the conditions set forth in this Agreement shall be the basis for termination of the Agreement and/or the revocation of any unexpended or inappropriately expended funds.

NCTCOG will review all materials and will not make a reimbursement payment unless all required items, including any past due progress reports or other forms, have been provided and are deemed to be accurate. NCTCOG will not reimburse or otherwise make payment for expenditures that are not authorized under this Agreement. If NCTCOG determines that an expenditure that was reimbursed is not an authorized expense, NCTCOG will request return and reimbursement of those funds from the SUBRECIPIENT or, where appropriate, the application of those funds to other authorized expense, and shall not provide any additional reimbursements to the SUBRECIPIENT until the funds are returned or are applied to other authorized expenses.

7. TERMINATION

Termination for Cause. NCTCOG may, upon providing 10 days' written notice and the opportunity to cure to the SUBRECIPIENT, terminate this Agreement for cause if SUBRECIPIENT materially fails to comply with the Agreement including any one or more of the following acts or omissions: nonconforming work, or existence of a conflict of interest. Termination for cause does not prejudice NCTCOG's other remedies authorized by this Agreement or by law.

Termination for Convenience. NCTCOG may, upon providing 10 days' written notice to the SUBRECIPIENT, terminate this Agreement for convenience. Termination shall not prejudice any other right or remedy of NCTCOG or the SUBRECIPIENT. SUBRECIPIENT may request reimbursement for: conforming work and timely, reasonable costs directly attributable to termination as mutually agreed. SUBRECIPIENT shall not be paid for: work not performed, loss of anticipated profits or revenue, consequential damages or other economic loss arising out of or resulting from the termination.

If, after termination for cause by NCTCOG, it is determined that the SUBRECIPIENT had not materially failed to comply with the Agreement, the termination shall be deemed to have been for the convenience of NCTCOG.

Upon receipt of a termination notice the SUBRECIPIENT shall promptly discontinue all services affected (unless the notice directs otherwise); and deliver or otherwise make available to NCTCOG all data, drawings, specifications, reports, estimates, summaries, and such other information, materials, and equipment as may have been accumulated by the SUBRECIPIENT in performing this Agreement, whether completed or in progress.

8. NOTICES, PROJECT REPRESENTATIVES AND RECORDS LOCATION

Representatives. The individual(s) named below are the representatives of NCTCOG and the SUBRECIPIENT. They are authorized to give and receive communications and direction on behalf of NCTCOG and the SUBRECIPIENT as indicated below. All communications including official Agreement notices must be addressed to the appropriate representative or his or her designee.

Changes in Representatives. Either party may change its representative by unilateral amendment.

The NCTCOG Project Representative shall not be deemed to have authority to bind NCTCOG in Agreement unless NCTCOG's Executive Director has delegated that person to have such authority. The designated NCTCOG representative will provide direction to the SUBRECIPIENT on contractual and technical matters.

Project Representative:

Hannah Allen, Environment & Development
Planner II
North Central Texas Council of Governments
Environment and Development Department
P. O. Box 5888
Arlington, Texas 76005-5888
TEL: (817) 695-9215 FAX: (817) 695-9191
Email: hallen@nctcog.org

Alternate Contact to Project Representative:

Cassidy Campbell, Environment & Development
Program Supervisor
North Central Texas Council of Governments
Environment and Development Department
P. O. Box 5888
Arlington, Texas 76005-5888
TEL: (817) 608-2368 FAX: (817) 695-9191
Email: ccampbell@nctcog.org

The SUBRECIPIENT hereby designates the individual(s) named below as the authorized personnel to receive direction from NCTCOG, to manage the work being performed, and to act on behalf of the SUBRECIPIENT as the Project Representative in contractual and technical matters:

Project Representative:

Wesley Brandon, PE, Town Engineer
100 W. Eldorado Parkway
Little Elm, TX 75068
TEL: (214) 975-0489
Email: wbrandon@littleelm.org

Alternate Contact to Project Representative:

Chad Hyde, Director of Community Services
100 W. Eldorado Parkway
Little Elm, TX 75068
TEL: (972) 377-5564
Email: ch Hyde@littleelm.org

Electronic Signatures. Electronic signatures may be used for budget amendments, reports, and correspondence provided the owner of the electronic signature approves the use of their signature for that purpose.

Records Location. The SUBRECIPIENT designates the following (physical) location for record access and review pursuant to any applicable provision of this Agreement.

Town of Little Elm
100 W Eldorado Parkway
Little Elm, TX 75068

9. COMPLIANCE WITH APPLICABLE LAWS

The activities funded under this Agreement, shall be in accordance with all provisions of this Agreement, all applicable state and local laws, rules, regulations, permits, and guidelines. The main governing standards include, but may not be limited to, the standards set forth in this Article.

- Chapters 361, 363, and 364 of the Texas Health and Safety Code
- Title 30 TAC Chapter 330, Subchapter O, TCEQ Rules
- Title 30 TAC Chapter 14, TCEQ Rules
- The Uniform Grant and Agreement Management Act, Texas Government Code, §§783.001 et. seq., and the Uniform Grant Management Standards, 1 TAC, §§5.141 - 5.167, (collectively, "UGMS").
- General Appropriations Act, 84th Regular Legislative session
- Pursuant to Chapter 391 of the Local Government Code, funds received under this Agreement may be expended only subject to the limitations and reporting requirements set forth in this Article.

10. AGREEMENT AMENDMENTS

Agreement Changes/Adjustments. NCTCOG reserves the right, in its sole discretion, to unilaterally amend this Agreement throughout the term of this Agreement to incorporate any modifications necessary. The document may be changed or adjusted by written amendment and mutual agreement of both parties for Agreement changes. Agreement changes such as changes to project representative contacts, can be documented via electronic communications and agreement by both parties. Agreement changes such as: 1) an increase or decrease in the amount of compensation to the SUBRECIPIENT; 2) an extension or shortening of the term of the Agreement; 3) a significant change, as deemed by NCTCOG, in the scope of the Agreement or the services to be performed; or, 4) any action that is beyond the authority of NCTCOG's Executive Director, would require a written amendment to the Agreement signed by both parties.

Budget Amendments. The SUBRECIPIENT must receive written consent of the NCTCOG representative for any budget changes. Any budget change that increases the total cost in Attachment B, and not to exceed payment amount in Article 6, requires an amendment to this Agreement.

Extension of Agreement. An extension or shortening of the term of the Agreement must be requested by the SUBRECIPIENT in writing no later than July 15, 2022. NCTCOG in its sole discretion will determine whether or not an extension or shortening of the term of the Agreement will be granted.

11. PROGRESS REPORTING REQUIREMENTS

The SUBRECIPIENT shall prepare and submit to NCTCOG quarterly progress, summary, and results reports in accordance with Attachment E. For any changes to the reporting due dates, the SUBRECIPIENT must obtain written prior approval for an extension from NCTCOG. All required reports must be submitted electronically to NCTCOG. Based on the quarterly progress reports submitted by the SUBRECIPIENT, an in-person meeting or conference call may be required at NCTCOG's discretion in order to advance the project if certain milestones are not being met.

12. SUBRECIPIENT MONITORING

In accordance with 2 CFR Part 200.331, and UGMS, NCTCOG has a requirement to determine SUBRECIPIENT'S risk level. SUBRECIPIENT shall be subject to specific conditions and monitoring activities, consistent with 2 CFR Part 200, as appropriate. Without regard to risk level, NCTCOG reserves the right to conduct onsite reviews, require additional documentation, require additional training and/or impose other specific conditions to address or minimize potential risk related to this Agreement, and in accordance with underlying grant requirements.

13. ADDITIONAL GENERAL TERMS AND CONDITIONS

No Debt against the State. This Agreement is contingent on the continuing appropriation of funds. This Agreement shall not be construed to create debt against the State of Texas.

UGMS. Allowable Costs are restricted to costs that comply with the Texas Uniform Grant Management Standards (UGMS) and applicable state and federal rules and law. The parties agree that all the requirements of the UGMS apply to this Agreement, including the criteria for Allowable Costs. Additional federal requirements apply if this Agreement is funded, in whole or in part, with federal funds.

No Interest for Delayed Payment. Because the SUBRECIPIENT is not a vendor of goods and services within the meaning of Texas Government Code Chapter 2251, no interest is applicable in the case of late payments.

Audit of Funds. The SUBRECIPIENT understands that acceptance of funds under this Agreement acts as acceptance of the authority of the NCTCOG, or any successor agency, to conduct an audit or investigation in connection with those funds. SUBRECIPIENT further agrees to fully cooperate with NCTCOG or its successor in the conduct of the audit or investigation, including providing all records requested. SUBRECIPIENT shall ensure that this clause concerning the audit of funds accepted under this Agreement is included in any subcontract it awards.

Financial Records. SUBRECIPIENT shall establish and maintain financial records including records of costs of the Scope of Work in accordance with generally accepted accounting practices. Upon request SUBRECIPIENT shall submit records in support of reimbursement requests. SUBRECIPIENT shall allow access during business hours to its financial records by NCTCOG and state agencies for the purpose of inspection and audit. Financial records regarding this Agreement shall be retained for a period of three (3) years after date of submission of the final reimbursement request.

If requested by NCTCOG, the SUBRECIPIENT agrees to provide to NCTCOG the additional expense records and documentation materials, appropriate for the expense, for the time period requested. NCTCOG will provide reasonable time for SUBRECIPIENT to comply with the request for additional documentation and will allow reasonable time for SUBRECIPIENT to respond to findings of noncompliance or other issues.

Responsibility for the Scope of Work. SUBRECIPIENT undertakes performance of the Scope of Work as its own project and does not act in any capacity on behalf of the NCTCOG nor as a NCTCOG

agent or employee. SUBRECIPIENT agrees that the Scope of Work is furnished and performed at SUBRECIPIENT's sole risk as to the means, methods, design, processes, procedures and performance.

Inventory System. The Performing Party and its subrecipients must have an inventory system that maintains track of equipment, controlled assets, and also, all single unit acquisitions equal to or greater than \$1,000 and equal to or less than \$4,999.99 (aggregated for the same types of items, for example, roll-off bins, recycling bins/carts). The inventories shall include purchases from the beginning of the program (State of Texas Fiscal Years 1996-1997).

Independent Contractor. The parties agree that the SUBRECIPIENT is an independent contractor. Nothing in this Agreement shall create an employee-employer relationship between SUBRECIPIENT and NCTCOG. Nothing in this Agreement shall create a joint venture between NCTCOG and the SUBRECIPIENT.

Responsibilities for Subcontractors. The SUBRECIPIENT'S contractual costs must comply with allowable cost requirements. SUBRECIPIENTS who are governmental entities must engage in contractor selection on a competitive basis in accordance with their established policies or NCTCOG's procurement guidelines. All subcontracts awarded by the SUBRECIPIENT under this Agreement shall be in accordance with the (UGMS) and other applicable procurement laws. The SUBRECIPIENT shall be responsible for the management and fiscal monitoring of all subcontractors. The SUBRECIPIENT shall ensure that all subcontractors comply with all provisions required by this Agreement. NCTCOG reserves the right to perform an independent audit of all subcontractors.

All acts and omissions of subcontractors, suppliers and other persons and organizations performing or furnishing any of the Scope of Work under a direct or indirect Agreement with SUBRECIPIENT shall be considered to be the acts and omissions of SUBRECIPIENT.

No Third Party Beneficiary. NCTCOG does not assume any duty to exercise any of its rights and powers under the Agreement for the benefit of third parties. Nothing in this Agreement shall create a contractual relationship between NCTCOG and any of the SUBRECIPIENT's subcontractors, suppliers or other persons or organizations with a contractual relationship with the SUBRECIPIENT.

Time is of the Essence. SUBRECIPIENT's timely performance is a material term of this Agreement.

Delays. Where SUBRECIPIENT's performance is delayed, except by Force Majeure or act of the NCTCOG, NCTCOG may withhold or suspend reimbursement, terminate the Agreement for cause, or enforce any of its other rights (termination for convenience may be effected even in case of Force Majeure or act of NCTCOG).

Conflict of Interest. SUBRECIPIENT shall have a policy governing disclosure of actual and potential conflicts of interests. Specifically, for work performed under this Agreement by SUBRECIPIENT or any related entity or individual, SUBRECIPIENT shall promptly disclose in writing to NCTCOG any actual, apparent, or potential conflicts of interest, including but not limited to disclosure of:

- i. Any consulting fees or other compensation paid to employees, officers, agents of SUBRECIPIENT, or members of their immediate families, or paid by subcontractors or subrecipients; or
- ii. Any organizational conflicts of interest between SUBRECIPIENT and its subcontractors or subrecipients under a subaward.

No entity or individual with any actual, apparent, or potential conflict of interest will take part in the performance of any portion of the Scope of Work, nor have access to information regarding any

portion of the Scope of Work, without NCTCOG's written consent in the form of a unilateral amendment. SUBRECIPIENT agrees that NCTCOG has sole discretion to determine whether a conflict exists, and that a conflict of interest is grounds for termination of this Agreement.

Quality and Acceptance. All work performed under this Agreement must be complete and satisfactory in the reasonable judgment of the NCTCOG. All materials and equipment shall be handled in accordance with instructions of the applicable supplier, except as otherwise provided in the Agreement.

Quality Assurance. All work performed under this Agreement that involves the acquisition of environmental data will be performed in accordance with a TCEQ-approved Quality Assurance Project Plan (QAPP) meeting all applicable TCEQ and Environmental Protection Agency (EPA) requirements. Environmental data includes any measurements or information that describe environmental processes, location, conditions, ecological or health effects and consequences. Environmental data includes information collected directly from measurements, produced from models, and compiled from other sources such as databases or literature. No data collection or other work covered by this requirement will be implemented prior to SUBRECIPIENT's receipt of the QAPP signed by TCEQ and, if necessary, the EPA. Without prejudice to any other remedies available to TCEQ, TCEQ may refuse reimbursement for any environmental data acquisition performed prior to approval of a QAPP by TCEQ and, if necessary, the EPA. Also, without prejudice to any other remedies available to TCEQ, SUBRECIPIENT's failure to meet the terms of the QAPP may result in TCEQ's suspension of associated activities and non-reimbursement of expenses related to the associated activities.

Laboratory Accreditation. Any laboratory data or analyses provided under this Agreement must be prepared by a laboratory that is accredited by TCEQ according to 30 Texas Administrative Code Chapter 25, subchapters A and B, unless TCEQ agrees in writing to allow one of the regulatory exceptions specified in 30 Texas Administrative Code Section 25.6.

Third Party Intellectual Property. Unless specifically modified in an amendment or waived in a unilateral amendment, SUBRECIPIENT must obtain all intellectual property licenses expressly required in the Scope of Work, or incident to the use or possession of any deliverable under the Agreement. SUBRECIPIENT shall obtain and furnish to NCTCOG and TCEQ: documentation on the use of such intellectual property, and a perpetual, irrevocable, enterprise-wide license to reproduce, publish, otherwise use, or modify such intellectual property and associated user documentation, and to authorize others to reproduce, publish, otherwise use, or modify such intellectual property for NCTCOG and TCEQ non-commercial purposes, and other purposes of the State of Texas.

Grant of License. SUBRECIPIENT grants to NCTCOG and TCEQ a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, modify or otherwise use for any non-commercial NCTCOG or TCEQ purpose any preexisting intellectual property belonging to the SUBRECIPIENT that is incorporated into any new works created as part of the Scope of Work, intellectual property created under this Agreement, and associated user documentation.

Insurance. Unless prohibited by law, the SUBRECIPIENT, and all Contractors performing Agreement activities on behalf of the Subrecipient, shall obtain and maintain during the Agreement period adequate insurance coverage sufficient to protect the SUBRECIPIENT and the NCTCOG from all claims and liability for injury to persons and for damage to property arising from the Agreement. Unless specifically waived by the NCTCOG, sufficient coverage shall include Workers Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance.

Indemnification. TO THE EXTENT AUTHORIZED BY LAW, THE SUBRECIPIENT SHALL REQUIRE ALL CONTRACTORS PERFORMING AGREEMENT ACTIVITIES ON BEHALF OF SUBRECIPIENT

TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE NCTCOG AND SUBRECIPIENT AND THEIR OFFICERS, AND EMPLOYEES, FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF AGREEMENT ACTIVITIES BY THE CONTRACTOR OR ITS SUBCONTRACTORS, SUPPLIERS AND AGENTS, INCLUDING THOSE ARISING FROM DEFECT IN DESIGN, WORKMANSHIP, MATERIALS, OR FROM INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT; OR FROM A BREACH OF APPLICABLE LAWS, REGULATIONS, SAFETY STANDARDS OR DIRECTIVES. THIS COVENANT SURVIVES THE TERMINATION OF THE AGREEMENT.

Payment of a Release. Neither payment by NCTCOG nor any other act or omission other than an explicit written release, in the form of a unilateral amendment, constitutes a release of SUBRECIPIENT from liability under this Agreement.

Schedule of Remedies available to the NCTCOG. The following Schedule of Remedies applies to this Agreement. In the event of SUBRECIPIENT's nonconformance, NCTCOG may do one or more of the following:

- Issue notice of nonconforming performance;
- Reject nonconforming performance and request corrections without charge to the NCTCOG;
- Reject a reimbursement request or suspend further payments, or both, pending accepted revision of the nonconformity;
- Suspend all or part of the Agreement activities or payments, or both, pending accepted revision of the nonconformity;
- Demand restitution and recover previous payments where performance is subsequently determined nonconforming;
- Terminate the Agreement without further obligation for pending or further payment by the TCEQ and receive restitution of previous payments.

Opportunity to Cure. The SUBRECIPIENT will have a reasonable opportunity to cure its nonconforming performance, if possible, under the circumstances.

Cumulative Remedies. Remedies are cumulative; the exercise of any remedy under this Agreement or applicable law does not preclude or limit the exercise of any other remedy available under this Agreement or applicable law.

The parties agree that this Agreement does not waive any sovereign immunity to which either party is entitled by law.

Survival of Obligations. Except where a different period is specified in this Agreement or applicable law, all representations, indemnifications, and warranties made in, required by or given in accordance with the Agreement, as well as all continuing obligations indicated in the Agreement, survive for four (4) years beyond the termination or completion of the Agreement, or until four (4) years after the end of a related proceeding. A related proceeding includes any litigation, legal proceeding, permit application, or State Office of Administrative Hearings proceeding, which is brought in relation to the Agreement or which in NCTCOG's opinion is related to the subject matter of the Agreement. Either party shall notify the other of any related proceeding if notice of the proceeding has not been provided directly to that other party.

Delivery of Notice. Notices are deemed to be delivered three (3) working days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices delivered by other means are deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, facsimile transmission, email, or other commercially accepted means.

Interpretation of Time. All days are calendar days unless stated otherwise. Days are counted to exclude the first and include the last day of a period. If the last day of the period is a Saturday or Sunday or a state or federal holiday, it is omitted from the computation.

State, Federal Law. This Agreement is governed by and interpreted under the laws of the State of Texas, as well as applicable federal law.

Severability. If any provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void or unenforceable, it shall be deemed severable (to the extent of such illegality, invalidity or unenforceability) and the remaining part of the provision and the rest of the provisions of this Agreement shall continue in full force and effect. If possible, the severed provision shall be deemed to have been replaced by a valid provision having as near an effect to that intended by the severed provision as will be legal and enforceable.

Assignment. No delegation of the obligations, rights, or interests in the Agreement, and no assignment of payments by SUBRECIPIENT will be binding on NCTCOG without its written consent, except as restricted by law. No assignment will release or discharge the SUBRECIPIENT from any duty or responsibility under the Agreement.

Venue. The SUBRECIPIENT agrees that any cause of action involving this Agreement arises solely in Tarrant County, Texas.

Publication. The SUBRECIPIENT must acknowledge the financial support of NCTCOG and TCEQ whenever work is funded, in whole or part, through this Interlocal Agreement. This includes using the following notation on the front cover, title page, surface of recycling bins or carts, vehicle wraps, vehicles, pencils, pens, T-shirts, stickers, electronic devices, all mechanical equipment, etc.:

“Prepared in cooperation with the North Central Texas Council of Governments through funding from the Texas Commission on Environmental Quality.”

Tangible items where surface space is limited may utilize the TCEQ logo or the phrase “Funded by TCEQ.” Consult with NCTCOG Project Representative to obtain TCEQ logo and for guidance on the proper display.

SUBRECIPIENT agrees to notify NCTCOG five (5) days prior to the publication or advertisement of information related to this Agreement. SUBRECIPIENT agrees not to use the NCTCOG or TCEQ logo or the NCTCOG or TCEQ graphic as an advertisement or endorsement without written permission signed by the appropriate NCTCOG or TCEQ authority.

Waiver. With the exception of an express, written waiver in the form of a unilateral amendment signed by NCTCOG, no act or omission will constitute a waiver or release of SUBRECIPIENT's obligation to perform conforming Agreement activities. No waiver on one occasion, whether expressed or implied, shall be construed as a waiver on any other occasion.

Compliance with Laws. NCTCOG relies on SUBRECIPIENT to perform all Agreement activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.

Counterparts. This Agreement may be signed in any number of copies. Each copy when signed is deemed an original and each copy constitutes one and the same Agreement.

Accessibility. All electronic content and documents created as deliverables under this Agreement must meet the accessibility standards prescribed in 1 Texas Administrative Code sections 206.50 and

213 for state agency web pages, web content, software, and hardware, unless NCTCOG agrees that exceptions or exemptions apply.

Internal Compliance Program. NCTCOG has adopted an Internal Compliance Program to prevent waste, fraud, or abuse. Contractors, agents, and volunteers can report suspected waste, fraud, or abuse at: <https://www.nctcog.org/agency-administration/compliance-portal>. Additional information regarding the Internal Compliance Program is available at the previous web address.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the Effective Date.

Town of Little Elm

Signature

Printed Name

Title

Date

North Central Texas Council of Governments

Michael Eastland
Executive Director

Michael Eastland

Printed Name

Executive Director

Title

Date

ATTACHMENT A **SCOPE OF WORK**

The Town of Little Elm's existing efforts to prevent litter and collect trash at local parks and Lewisville Lake are insufficient to meet the need, which has surged exponentially as the population has grown by over 21,000 since 2010. With 66 miles of shoreline, 376 acres of public parks, and 5+ miles of trails, the Town is a major tourist destination, with the population often doubling on weekends. Together, these factors equal one thing – too much trash. We need to improve our waste management system. Currently, park staff use multiple vehicles (golf carts, utility vehicles, etc.,) to empty dozens of trash bins at our parks, trails, athletic fields, boat ramps, and the lakefront. The bins are often over-full, which leads to chronic litter. Without sufficient capacity to haul all the trash at once, staff make multiple trips between the bins and Little Elm Park to throw the bags into our three open-top roll-off dumpsters, often leaking and bulging bags that are difficult to hoist over the top. Rain pours straight through the open-top dumpsters, washing waste and solids into the stormwater system, or blowing trash off the top and into the lake. Additionally, the dumpsters are open for view to the public, often overflowing and unsightly. This current system is inefficient, cumbersome, unsanitary, and aesthetically unpleasing. The project GOAL is to expand our current waste management program to address trash collection and litter problem with the following SCOPE OF WORK and projected BENEFITS: 1) 15 trash bins placed strategically to combat chronic park and lake litter (improving aesthetics and water quality); 2) one trash trailer to haul trash from bins to trash compactors to reduce fuel use and GHGs from multiple vehicles and streamline pick-up from parks (improving air quality/improving staff efficiency); 3) 20 educational signs encouraging proper disposal of trash (supporting social responsibility). The equipment will be used 100% for solid waste activities.

ATTACHMENT B
PROJECT BUDGET AND DETAILED COST SHEETS

Table 1: Project Budget

Budget Categories	Funding Approved
Equipment (unit cost of \$5,000 or more, and Controlled Assets up to \$4,999)	\$9,075.00
Contractual (other than for Construction)	\$0
Construction	\$0
Detailed "Other" Expenses Budget	\$23,000.00
TOTAL COST	\$32,075.00

LIST MATCHING DETAILS

NOTE: Appropriate documentation must be included in order to receive credit for any eligible matching items. (i.e. proof of payment, proof of value etc).

No matching funds are provided.

DETAILED BUDGET SHEET - Equipment

This budget sheet should be completed if any expenses are entered for equipment in Table 1: Project Budget; otherwise omit. \$9,705.00

Equipment includes all non-construction related, tangible property having a unit acquisition cost of **\$5,000** or more with an estimated useful life of over one-year. All equipment purchases must be pre-approved by NCTCOG. All equipment and facilities purchased or constructed with funds provided under this Agreement shall be used for the purposes intended in the funding Agreement.

Importantly, any equipment/facilities with a per-unit value of \$5,000 or more may not be transferred or sold without prior authorization from TCEQ. Additionally, certain types of equipment are classified as "controlled assets" with costs up to and including \$4,999 and shall be maintained on the inventory system. Examples of Controlled Assets are computers, fax machines, cameras, telephones, etc.

<u>Equipment (description, type, model, etc.)</u>	<u># of Units</u>	<u>Cost per Unit</u>	<u>Total Cost</u>
Low pro dump trailer	1	\$9,075.00	\$9,075.00

Other Expenses

This budget sheet should be completed if any expenses are entered for Other services in Table 1: Project Budget; otherwise omit. \$23,000.00

Any Request for Reimbursement must include an itemization of the expenses, using the Reimbursement Request Form.

No expenses under the "Other" budget category, including computer hardware or software purchases not included under the "Equipment" budget category, shall be eligible for reimbursement under this Agreement, unless approved ahead of time, in writing, by NCTCOG.

The "Other" expenses as identified in Attachment B of the Project Budget are allowed. The restrictions set forth in the Uniform Grant and Agreement Management Standards apply. All expenses budgeted under this "Other" category shall be itemized by the project SUBRECIPIENT when requesting reimbursement. Some expenses that may be appropriate include but are not necessarily limited to:

- Postage/Delivery
- Printing/Reproduction
- Advertising/Public Notices
- Signs
- Training
- Computer Hardware (Under \$5,000 and not listed under "Equipment" Category)
- Computer Software
- Miscellaneous Other (includes anything not listed elsewhere in the budget)

The expenses under this budget category must receive NCTCOG's written approval prior to purchase. Again, for these "other" expenditures, documentation for reimbursement must show that the expenses were paid (a copy of the check or bank transmittal) and shall include purchase orders, if issued, and invoices or receipts.

The following is an itemized list of the Other expenses associated with the funded project, with as many specifications as possible:

Other	Costs
"Leave no trace" signage (20 at \$400.00 each)	\$8,000.00
Closed top trash bins (15 at \$1,000.00 each)	\$15,000.00

ATTACHMENT C **ELIGIBLE EXPENSE STANDARDS**

Contractual Expenses

All outlays that fall within the “Contractual” category of the budget shall be itemized by the SUBRECIPIENT on the Reimbursement Request Form.

No Contractual expenditures are eligible for reimbursement under this Agreement, unless such Agreements' scope of work has been approved ahead of time, in writing, by NCTCOG. Any amendments to the SUBRECIPIENT'S subcontract authorization for reimbursement under this Agreement, whether or not such subcontract required NCTCOG's pre-approval, which will result in or require substantive changes to any of the tasks required to be performed under this Agreement, must be approved in writing by NCTCOG.

Contractual expenses include professional (subcontracted) services. The SUBRECIPIENT is expected to conform to the appropriate bidding and contracting laws and regulations according to the SUBRECIPIENT'S own internal policies and procedures. In addition, the SUBRECIPIENT is required to maintain documentation that the costs paid for contractual expenses (including subcontract expenses) were reasonable and necessary. Please note the specific guidance applicable to project restrictions, especially regarding projects that require a TCEQ permit or registration.

In addition to the itemized Reimbursement Request Form, the SUBRECIPIENT shall attach, for each item listed, legitimate documentation that (1) further identifies the specific cost; (2) clearly identifies the vendor or subcontractor who provided the materials or services; and (3) confirms the reimbursable materials listed.

Supporting documentation shall include a purchase order and an invoice, plus a copy of the check showing payment or bank transmittal.

Other Expenses

Any Request for Reimbursement must include an itemization of the expenses, using the Reimbursement Request Form.

No expenses under the “Other” budget category, including computer hardware or software purchases not included under the “Equipment” budget category, shall be eligible for reimbursement under this Agreement, unless approved ahead of time, in writing, by NCTCOG.

The “Other” expenses as identified in Attachment B of the Project Budget are allowed. The restrictions set forth in the Uniform Grant and Agreement Management Standards apply. All expenses budgeted under this “Other” category shall be itemized by the project SUBRECIPIENT when requesting reimbursement. Some expenses that may be appropriate include but are not necessarily limited to:

- Postage/Delivery
- Printing/Reproduction
- Advertising/Public Notices
- Signs
- Training
- Computer Hardware (Under \$5,000 and not listed under “Equipment” Category)
- Computer Software
- Miscellaneous Other (includes anything not listed elsewhere in the budget)

The expenses under this budget category must receive NCTCOG's written approval prior to purchase. Again, for these "other" expenditures, documentation for reimbursement must show that the expenses were paid (a copy of the check or bank transmittal) and shall include purchase orders, if issued, and invoices or receipts.

ATTACHMENT D
FUNDING AGENCY STANDARDS FOR IMPLEMENTATION GRANTS

In addition to the standards set forth in applicable law and regulations, the standards outlined below apply to all uses of the solid waste grant funds. These funding agency standards and limitations apply to all implementation project activities funded under this Agreement. The SUBRECIPIENT is responsible for ensuring compliance with these standards. Furthermore, at the discretion of NCTCOG and the funding agency, the Texas Commission on Environmental Quality (TCEQ), may deem certain expenses ineligible that are not explicitly stated in these Funding Standards. The SUBRECIPIENT should coordinate with NCTCOG to determine eligibility of all expenses prior to incurring project expenses.

General Standards

1. The provisions of the Uniform Grant Management Standards (UGMS) issued by the Office of the Governor apply to the use of these funds, as well as the supplement financial administration provided in the program Administrative Procedures.
2. Recipients of funds under this Agreement and subcontractors shall comply with all applicable state and local laws and regulations pertaining to the use of state funds, including laws concerning the procurement of goods and services and competitive purchasing requirements.
3. Funds may not be provided through a pass-through grant or subcontract to any public or private entity that is barred from participating in state Agreements by the Texas Facilities Commission.
4. Public and private entities subject to payment of state solid waste disposal fees and whose payments are in arrears may not receive funds under this Agreement through either a pass-through grant or subcontract.
5. In accordance with §361.014(b), Texas Health and Safety Code, and 30 TAC §330.649(d), TCEQ Regulations, a project or service funded under this Agreement must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. Under this definition, the term private industry includes non-profit and not-for-profit non-governmental entities.
6. All equipment and facilities purchased or constructed with funds provided under this Agreement shall be used for the purposes intended in the funding Agreement and comply with **Attachment C**.
7. A project or service funded under this Agreement must be consistent with the NCTCOG Regional Solid Waste Plan, and must be intended to implement the goals, objectives, and priorities established in the regional plan.
8. Funds may not be used to acquire land or an interest in land.
9. Funds may not be used to supplant existing funds. In particular, staff positions where the assigned functions will remain the same and that were active at the time of the funding application or proposal and were funded from a source other than a previous solid waste grant, may not be funded.
10. Funds may not be used for food or entertainment expenses, including refreshments at meetings and other functions. This provision does not apply to authorized employee per diem expenses for food costs incurred while on travel status.
11. Funds may not be used for payment of salaries to any employee who uses alcoholic beverages on active duty. Funds may not be used for the purchase of alcoholic beverages, including travel expenses reimbursed with these funds.
12. Funds may not be used for employment, Agreements for services of a lobbyist, or for dues to an organization, which employs or otherwise Agreements for the services of a lobbyist.
13. Funds may only be used for projects or programs for managing municipal solid waste.
14. Except as may be specifically authorized, funds may not be used for projects or facilities that require a permit from the TCEQ and/or that are located within the boundaries of a permitted facility, including landfills, wastewater treatment plants, or other facilities. This restriction may be waived by the TCEQ, at its discretion, for recycling and other eligible activities that will take place within

the boundaries of a permitted facility. The applicant and/or NCTCOG must request a preliminary determination from the TCEQ as to the eligibility of the project prior to the project being considered for funding by NCTCOG.

15. Projects or facilities requiring a registration from the TCEQ, and which are otherwise eligible for funding, must have received the registration before the project funding is awarded.
16. Except as may be specifically authorized, funds may not be used for activities related to the collection or disposal of municipal solid waste. This restriction includes: solid waste collection and transportation to a disposal facility; waste combustion (incineration or waste-to-energy); processing for reducing the volume of solid waste which is to be disposed of; landfills and landfill-related facilities, equipment, or activities, including closure and post-closure care of a permitted landfill unit; or other activities and facilities associated with the disposal of municipal solid waste.
17. Funds may not be used to assist an entity or individual to comply with an existing or pending federal, state, or local judgment or enforcement action. This restriction includes assistance to an entity to comply with an order to clean up and/or remediate problems at an illegal dumpsite. However, the TCEQ may waive this restriction, at its discretion and on a limited case-by-case basis, to address immediate threats to human health or the environment, and where it is demonstrated that the responsible party does not have the resources to comply with the order.
18. Funds may not be used to pay penalties imposed on an entity for violation of federal, state, or local laws and regulations. This restriction includes expenses for conducting a supplemental environmental project (SEP) under a federal or state order or penalty. Funds may be used in conjunction with SEP funds to support the same project.

Local Enforcement. Funds may not be provided to any law enforcement agency regulated by Texas Occupational Code, Title 10, Chapter 1701, unless: (a) the law enforcement agency is in compliance with all rules on Law Enforcement Standards and Education; or (b) the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.

When funding is to be provided for salaries of local enforcement officers, the SUBRECIPIENT must certify that at least one of the officers has attended or will attend within the term of the funding the TCEQ's Criminal Environmental Law Enforcement Training or equivalent training.

Local enforcement vehicles and related enforcement equipment purchased entirely with funds provided under this Agreement may only be used for activities to enforce laws and regulations pertaining to littering and illegal dumping and may not be used for other code enforcement or law enforcement activities. Vehicles and equipment that are only partially funded must be dedicated for use in local enforcement activities for a percentage of time equal to the proportion of the purchase expense funded.

Entities receiving funds for a local enforcement officer, enforcement vehicles, and/or related equipment for use by an enforcement officer, must investigate major illegal dumping problems, on both public and private property, in addition to investigating general litter problems on public property. Entities receiving funds to conduct a local enforcement program must cooperate with the TCEQ's regional investigative staff in identifying and investigating illegal dumping problems. Lack of cooperation with the TCEQ staff may constitute a reason to withhold future funding to that entity for local enforcement activities.

Funds may not be used for investigation and enforcement activities related to the illegal dumping of industrial and/or hazardous waste. Instances where industrial or hazardous waste is discovered at a site do not preclude the investigation of that site, so long as the intent and focus of the investigation and enforcement activities are on the illegal dumping of municipal solid waste.

Funds may not be used for purchase of weapons, ammunition, and/or HazMat gear.

Litter and Illegal Dumping Cleanup and Community Collection Events. Lake and Waterway Cleanup events may be coordinated with the Keep Texas Beautiful organization. Projects funded to clean up litter or illegal dumping on private property must be conducted through a local government sponsor. Funds may not be provided directly to a private landowner or other private responsible party for cleanup expenses.

The local government sponsor must oversee the cleanup work or conduct the work with its own employees and equipment.

The costs for cleanup of hazardous waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment.

The costs for cleanup of Class 1 nonhazardous industrial waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment. The cleanup of Class 2 and 3 nonhazardous industrial wastes that may be found at a municipal solid waste site may be funded in conjunction with the cleanup of the municipal solid waste found at a site.

All notification, assessment, and cleanup requirements pertaining to the release of wastes or other chemicals of concern, as required under federal, state, and local laws and regulations, including 30 TAC Chapter 330, TCEQ's MSW Regulations, and 30 TAC Chapter 350, TCEQ's Risk Reduction Regulations, must be complied with as part of any activities funded under this Agreement.

All materials cleaned up using grant funds must be properly disposed of or otherwise properly managed in accordance with all applicable laws and regulations. To the extent feasible, it is recommended that materials removed from a site be reused or recycled. For projects to clean up large amounts of materials, NCTCOG should consider withholding at least ten (10) percent of the reimbursements under a pass-through grant or subagreement, until documentation is provided that the cleanup work has been completed and the materials properly managed.

Periodic community collection events to provide for collection and proper disposal of non-recyclable residential waste materials for which there is not a readily available collection alternative, may be funded. This type of project may not include regular solid waste collection activities, such as weekly waste collection. Funded collection events may be held no more frequently than four times per year, and must only be intended to provide residents an opportunity to dispose of hard-to-collect materials, such as large and bulky items that are not picked up under the regular collection system, and might otherwise be illegally dumped by residents. To the extent practicable, community collection events should make every effort to divert wastes collected from area landfills, e.g., contain a recycling component.

Source Reduction and Recycling. Any program or project funded with the intent of demonstrating the use of products made from recycled and/or reused materials shall have as its primary purpose the education and training of residents, governmental officials, private entities, and others to encourage a market for using these materials.

Local Solid Waste Management Plans. All local solid waste management plans funded under this Agreement must be consistent with the COG's RSWMP, and prepared in accordance with 30 TAC Subchapter O, Chapter 330, TCEQ Regulations, and the Content and Format Guidelines provided by the TCEQ.

In selecting a local solid waste management plan project for funding, NCTCOG shall ensure that at least one year is available for the completion and adoption of the local plan.

Citizens' Collection Stations and "Small" Registered Transfer Stations. The design and construction of citizens' collection stations, as those facilities are defined under 30 TAC Chapter 330, TCEQ Regulations, may be funded. The costs associated with operating a citizens' collection station once it is completed may not be funded.

The design and construction of small municipal solid waste and liquid waste transfer stations that qualify for registration under 30 TAC 330, MSW Rules, may be funded. Other permitted or registered transfer stations may not be funded. A municipal solid waste transfer facility may be eligible for a registration if it serves a municipality with a population of less than 50,000, or a county with a population of less than 85,000, or is used in the transfer of 125 tons or less of municipal solid waste per day. A liquid waste transfer station may qualify for a registration if it will receive less than 32,000 gallons or less per day. The costs associated with operating a transfer station once it is completed may not be funded. The following MSW facilities may be funded:

- Notification tier municipal solid waste transfer stations that qualify under 30 TAC 330.11(g).
- Registered municipal solid waste transfer stations that qualify under 30 TAC 330.9(b)(1) through (3), or (f).
- Notification tier citizens' collection stations that qualify under 30 TAC 330.11(e)(1).
- Exempt local government recycling facilities as provided for under 30 TAC 328(a)(1).
- Notification tier recycling facilities that qualify under 30 TAC 330.11(e)(2).
- Notification tier composting facilities which qualify under 30 TAC 332.21 – 332.23.
- Notification tier liquid waste temporary storage facilities which qualify under 30 TAC 330.11(e)(5).
- Liquid waste transfer stations which qualify for registration in 30 TAC 330.9(g) and (o).
- Notification tier used oil collection facilities which qualify under 30 TAC 324.71(1) or (3).

Household Hazardous Waste Management. All household hazardous waste collection, recycling, and/or disposal activities must be coordinated with the TCEQ's HHW program staff, and all applicable laws, regulations, guidelines, and reporting requirements must be followed.

Technical Studies. All technical studies funded must be consistent with NCTCOG'S regional solid waste management plan and prepared in accordance with Administrative Procedures provided by the TCEQ.

Educational and Training Projects. Educational and training programs and projects funded under this Agreement must be primarily related to the management of municipal solid waste, and funds applied to a broader education program may only be used for those portions of the program pertaining to municipal solid waste.

Other Types of Projects. If the TCEQ authorizes NCTCOG to fund additional types of projects, the authorization incorporated into the grant Agreement may include additional standards and restrictions that will apply to use of funds for that project or type of project.

ATTACHMENT E **REPORTING, FORMS, AND DEADLINES**

The SUBRECIPIENT agrees to provide, throughout the life of the project, quarterly, results, and follow-up reports to document the project's results during and after the culmination of the project. The required reporting forms can be found at <http://www.nctcog.org/solidwastegrants>.

Quarterly Reports. The SUBRECIPIENT shall prepare and submit to NCTCOG quarterly progress reports documenting the accomplishments and units of work performed under this Agreement. The Quarterly Summary/Results Report form provided by NCTCOG will be due to NCTCOG on the dates indicated below:

	REPORTING PERIOD	DUE DATE
Quarterly Report #1	Start of Agreement – January 31, 2022	Monday, February 14, 2022
Quarterly Report #2	February 1, 2022 – April 30, 2022	Monday, May 9, 2022
Quarterly Report #3	May 1, 2022 – July 31, 2022	Monday, August 8, 2022
Quarterly Report #4	August 1, 2022 – October 31, 2022	Monday, November 14, 2022
Quarterly Report #5	<i>If a grant extension is provided, NCTCOG may request a fifth report that is due one week following the extended grant deadline.</i>	
Final Report	November 1, 2022 – August 31, 2023	Monday, September 11, 2023
Year Later Follow-Up Results Report	September 1, 2023 – August 31, 2024	Monday, September 9, 2024

The SUBRECIPIENT'S Reports must contain adequate descriptions of all project activities performed in order to allow NCTCOG to evaluate compliance with the provisions of this project. Performance information concerning timelines in meeting the schedule for required reports will be maintained by NCTCOG and shared as appropriate with members of the RCC. Any legal research and related legal activities shall be clearly detailed in the progress reports in order to assure NCTCOG that the activities are not prohibited. The SUBRECIPIENT shall comply with any reasonable request by NCTCOG for additional information on activities conducted for NCTCOG to adequately monitor the SUBRECIPIENT'S progress in completing the requirements of and adhering to the provisions of this Agreement.

Results Report. A Results Report will be submitted by the SUBRECIPIENT in a format provided by NCTCOG. The Results Report should include information from the end of the project to the end of the biennium, August 31, 2023.

Year Later Follow-Up Results Report. The Year Later Follow-up Results Report will provide cumulative results to document the impact of the project beyond the date of this Agreement. The reporting form will be provided by NCTCOG.



Date: 01/18/2022
Agenda Item #: 6. G.
Department: Economic Development Corporation
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Consider Action to Approve the **Eighth Amendment to the Ground Lease Purchase Agreement between Little Elm EDC and Little Elm Hula Hut, LLC.**

DESCRIPTION:

Details of Amendment Eight are as follows:

The agreement has been revised to show that Hula Hut will be eligible to purchase the property, at the same price of One Million and 0/100 dollars, (\$1,000,000.00), as indicated in the original agreement, but not until 2033. That will be the 10th year after which Hula Hut will have paid the full 3% of the gross sales to the EDC for the lease obligation. After 2023, should it be necessary to revise the lease percentage below the agreed to 3%, then the timeline for option to purchase would be revised as well.

Hula Hut's Option to Purchase:

"At any time after October 1, 2033, at Hula Hut's sole option, Hula Hut or its successor may, at its option, give written notice to Little Elm EDC that Hula Hut will purchase the Premises from Little Elm EDC for the price of One Million and 00/100 Dollars (\$1,000,000) by submitting a real estate sale contract(s) to Little Elm EDC containing the usual provisions set forth in the standard State Bar of Texas Real Estate Sale Contract form, including the obligation of Little Elm EDC to furnish an Owner's Title Policy at Closing at Little Elm EDC's expense but expressly excluding any warranty or representation regarding the Premises except the warranty of good and marketable title, free and clear of any lien, mortgage or perfected security interest. Hula Hut shall agree to close such purchase within thirty (30) days of the full execution of said contract.

BUDGET IMPACT:

No budget impact for this item unless property is purchased in year 2033.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

8th Amendment Hula Hut Ground Lease Purchase

AFTER RECORDING RETURN TO:
Little Elm Economic Development Corporation
100 West Eldorado Parkway
Little Elm, TX 75068

**EIGHTH AMENDMENT TO
GROUND LEASE PURCHASE AGREEMENT
FOR PROPERTY IN LITTLE ELM, DENTON COUNTY, TEXAS**

This **EIGHTH AMENDMENT TO GROUND LEASE PURCHASE AGREEMENT** ("**Eighth Amendment**") is made and entered into on the ____ day of _____, 2021 (the "**Effective Date**") by and between **LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation having its principal address at 100 W. Eldorado Parkway, Little Elm, Texas 75068-5060 ("**Little Elm EDC**"), and **LITTLE ELM HULA HUT, LLC**, a Texas Limited Liability Company, or its permitted assigns ("**Hula Hut**"), having its principal address at 10750 Strait Lane, Dallas, Texas 75229.

RECITALS

WHEREAS, on or about September 9, 2013, Little Elm EDC and Hula Hut executed the original Ground Lease Purchase Agreement ("**Original Agreement**") concerning the Premises; and

WHEREAS, on or about September 8, 2014, the Town and Little Elm EDC amended the Original Agreement to extend the term of the Original Agreement and to extend other designated deadlines in the Original Agreement ("**First Amendment**"); and

WHEREAS, on or about March 15, 2015, Little Elm EDC and Hula Hut amended the Original Agreement (as amended by the First Amendment) to address various matters and obligations ("**Second Amendment**"); and

WHEREAS, on or about June 1, 2015, Little Elm EDC and Hula Hut amended the Original Agreement (as amended by the First Amendment and Second Amendment) to more clearly address the Premises subject to the Original Agreement, as amended ("**Third Amendment**"); and

WHEREAS, on or about March 6, 2017, Little Elm EDC and Hula Hut amended the Original Agreement (as amended by the First Amendment, Second Amendment, and Third Amendment) to address the Annual Percentage Rent, Percentage Rent, and Rent Commencement Date ("**Fourth Amendment**"); and

WHEREAS, on or about May 15, 2018, Little Elm EDC and Hula Hut amended the Original Agreement (as amended by the First Amendment, Second Amendment, Third Amendment, and Fourth Amendment) to address Annual Percentage Rent, Rent Commencement Date, and Advertising ("**Fifth Amendment**"); and

WHEREAS, on or about June 8, 2020, Little Elm EDC and Hula Hut amended the Original Agreement (as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment) to address Annual Percentage Rent, Rent Commencement Date, and certain “Impositions” (“**Sixth Amendment**”); and

WHEREAS, on or about August 9, 2021, Little Elm EDC and Hula Hut amended the Original Agreement (as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and Sixth Amendment) to address to address Annual Percentage Rent provision, and the commencement of rent date, and related changes (“**Seventh Amendment**”); and

WHEREAS, the parties, through this Eighth Amendment, desire to further amend the Original Agreement, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, and Seventh Amendment to address the certain obligations of the Parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, and subject to the terms, provisions and conditions of this Eighth Amendment, and each in consideration of the duties, covenants and obligations of the other hereunder, Little Elm EDC does hereby lease, demise, and let the Premises (as hereinafter defined) unto Hula Hut, and Hula Hut does hereby lease the Premises from Little Elm EDC and the parties hereby agree as follows.

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Eighth Amendment and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. AMENDMENTS TO ORIGINAL AGREEMENT.

(a) **Amendment to Agreement.** That Section 4.5 of the Original Agreement as amended by the Second Amendment is hereby amended to read as follows:

“4.5 **Hula Hut’s Option to Purchase.** At any time after October 1, 2033, at Hula Hut’s sole option, Hula Hut or its successor may, at its option, give written notice to Little Elm EDC that Hula Hut will purchase the Premises from Little Elm EDC for the price of One Million and 00/100 Dollars (\$1,000,000) by submitting a real estate sale contract(s) to Little Elm EDC containing the usual provisions set forth in the standard State Bar of Texas Real Estate Sale Contract form, including the obligation of Little Elm EDC to furnish an Owner’s Title Policy at Closing at Little Elm EDC’s expense but expressly excluding any warranty or representation regarding the Premises except the warranty of good and marketable title, free and clear of any lien, mortgage or perfected security interest. Hula Hut shall agree to

close such purchase within thirty (30) days of the full execution of said contract. Little Elm EDC's obligations under this Agreement regarding the Land will survive, however, in the event of the sale of the Premises to Hula Hut. Hula Hut acknowledges that significant public funds are being spent towards the design and construction of the pond referenced in Sections 1.11 and 8.4 of the Agreement. In consideration of the use and receipt of such public funds, Hula Hut (and its successors and permitted assigns) agree that the pond is a public amenity and that it shall be maintained in perpetuity as a public amenity, to which the public shall have access to at all times. The pond obligation shall run with the land and shall continue indefinitely even in the event of the sale of the Premises to Hula Hut until such time that Little Elm EDC agrees, in writing, that the pond may be abandoned as a public amenity."

SECTION 3. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Eighth Amendment:

- (a) **Agreement and Amendment.** All of the terms, conditions, and obligations of the Original Agreement, and any amendments, remain in full force and effect except where specifically modified by this Eighth Amendment.
- (b) **Amendments.** This Eighth Amendment constitutes the entire understanding and agreement of the parties as to the matters set forth in this Eighth Amendment. No alteration of or amendment to this Eighth Amendment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (c) **Applicable Law and Venue.** This Eighth Amendment shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Eighth Amendment shall lie in the state district courts of Denton County, Texas.
- (d) **Assignment.** This Eighth Amendment may not be assigned without the express written consent of the other party, which shall not be unreasonably withheld.
- (e) **Binding Obligation.** This Eighth Amendment shall become a binding obligation on the signatories upon execution by all signatories hereto. Little Elm EDC warrants and represents that the individual executing this Eighth Amendment on behalf of the Little Elm EDC has full authority to execute this Eighth Amendment and bind the Little Elm EDC to the same. Hula Hut warrants and represents that the individual executing this Eighth Amendment on Hula Hut's behalf has full authority to execute this Eighth Amendment and bind Hula Hut to the same.

- (f) **Caption Headings.** Caption headings in this Eighth Amendment are for convenience purposes only and are not to be used to interpret or define the provisions of the Eighth Amendment.
- (g) **Counterparts.** This Eighth Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (h) **Effective Date.** The effective date (the “**Effective Date**”) of this Eighth Amendment shall be the date of the latter to execute this Amendment by Hula Hut and the Little Elm EDC.
- (i) **Severability.** The provisions of this Eighth Amendment are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Eighth Amendment is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Eighth Amendment shall be enforced as if the invalid provision had never been included.
- (j) **Time is of the Essence.** Time is of the essence in the performance of this Eighth Amendment.

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EXECUTED IN MULTIPLE ORIGINAL COUNTERPARTS, which constitute but one and the same instrument, as of the day and year first above written. Upon the final execution hereof by Little Elm EDC and Hula Hut, the last to sign of such parties shall complete the date on the first page thereof.

LITTLE ELM EDC:

**LITTLE ELM ECONOMIC
DEVELOPMENT CORPORATION,**
a Texas non-profit corporation

By: _____

Ken Eaken, President

Date Executed: _____

ATTEST:

Jennette Espinosa, Executive Director

HULA HUT:

LITTLE ELM HULA HUT, LLC,
A Texas limited liability company

By: _____

Stephen Oyster, Managing Partner

Date Executed: _____



Date: 01/18/2022
Agenda Item #: 6. H.
Department: Economic Development Corporation
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Consider Action to Approve the **First Amendment to the Performance Agreement between Little Elm EDC and Hurtado Barbecue, LLC.**

DESCRIPTION:

Amendments to the Original Agreement are as follows:

- 1. Qualified Expenditures.** Developer covenants and agrees to submit to the EDC upon request, invoices, receipts, or other documentation of the Qualified Expenditures made to the Property in a form acceptable to the EDC prior to any reimbursement. Developer covenants and agrees to provide to the EDC upon request said invoices, receipts, or other documentation in the amount not to exceed **Four Hundred Thousand and No/100 Dollars (\$400,000.00) by August 1, 2022.**
- 2. Certificate of Occupancy.** Developer covenants and agrees to obtain or cause to be obtained by **August 1, 2022**, a Certificate of Occupancy from the Town of Little Elm, Texas, for a minimum of 5,935 square feet for Hurtado Barbecue Restaurant space located on the Property.
- 3. Operate Hurtado Barbecue Restaurant.** Developer covenants and agrees by **August 1, 2022**, and during the Term of this Agreement to keep open to the general public the Hurtado Barbecue Restaurant located on the Property, for a term of fifteen (15) years.
- 4. Job Creation and Retention.** Developer covenants and agrees by **August 1, 2022**, and during the Term of this Agreement to employ and maintain a minimum of **thirty-five (35)** Full-Time Equivalent Employment Positions working at the Property. Developer covenants and agrees beginning on **September 1, 2023** (for the initial reporting period of August 1, 2022 to July 31, 2023), and during the Term of this Agreement, Developer shall deliver to EDC upon request an annual compliance verification form signed by a duly authorized representative of Developer that shall certify the number of Full-Time Equivalent

Employment Positions, and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions (the “Annual Compliance Verification”). The Developer covenants and agrees beginning on September 1, 2023, and annually thereafter during the Term of this Agreement, there will be a total of fifteen (15) Annual Compliance Verifications due and submitted to EDC covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement. All Annual Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.

5. Financial Assistance. EDC covenants and agrees to submit reimbursement for Qualified Expenditures made by the Developer in the amount of **Four Hundred Thousand and No/100 Dollars (\$400,000.00)** within thirty (30) days of receipt of invoices, receipts, or other documentation in the minimum amount of **Four Hundred Thousand and No/100 Dollars (\$400,000.00)** by **August 1, 2022**, consistent with Section 4(a) of this Agreement, and receives a certificate of occupancy and is open for business consistent with Sections 4(b) and 4(c) of this Agreement.”

BUDGET IMPACT:

The Qualified Expenditures in the agreement, in the amount of **Four Hundred Thousand and No/100 Dollars (\$400,000.00)**, is a budgeted item from EDC Incentives for FY 2021-2022.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

First Amendment to Performance Agreement-Hurtado Barbecue

**FIRST AMENDMENT
TO
PERFORMANCE AGREEMENT**

This **FIRST AMENDMENT TO PERFORMANCE AGREEMENT** (hereinafter referred to as the “First Amendment”) is made and entered into by and between the **LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “LEEDC”), and **HURTADO BARBECUE LITTLE ELM, LLC**, a Texas limited liability company (hereinafter referred to as the “Developer”):

RECITALS:

WHEREAS, on or about August 9, 2021, the LEEDC and Developer entered into the original Performance Agreement (hereinafter referred to as the “Original Agreement”) regarding financial assistance to operate the Hurtado Barbecue to be generally located at 100 Hardwicke, Suite 100 and 120, Little Elm, Denton County, Texas; and

WHEREAS, on or about December 13, 2021, the LEEDC and Developer entered into a Collateral Assignment of Payment Rights where Section 4 of said Collateral Assignment extended certain deadlines to August 1, 2022; and

WHEREAS, the LEEDC and Developer now desire to amend Sections 4(a), 4(b)(iii), 4(e), 4(f), and 5(a) of the Original Agreement to the August 1, 2022 extension date.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the LEEDC and Developer agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this First Amendment and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. AMENDMENT TO ORIGINAL AGREEMENT.

(a) **Amendment to Original Agreement.** That Section 4(a) of the Original Agreement is hereby amended to read as follows:

“(a) **Qualified Expenditures.** Developer covenants and agrees to submit to the LEEDC upon request, invoices, receipts, or other documentation of the Qualified Expenditures made to the Property in a form acceptable to the LEEDC prior to any reimbursement. Developer covenants and agrees to provide to the LEEDC upon request said invoices, receipts, or other documentation in the amount not to exceed **Four Hundred Thousand and No/100 Dollars (\$400,000.00) by August 1, 2022.**”

(b) **Amendment to Original Agreement.** That Section 4(b)(iii) of the Original Agreement is hereby amended to read as follows:

“iii. **Certificate of Occupancy.** Developer covenants and agrees to obtain or cause to be obtained by **August 1, 2022**, a Certificate of Occupancy from the Town of Little Elm, Texas, for a minimum of 5,935 square feet for Hurtado Barbecue Restaurant space located on the Property.”

(c) **Amendment to Original Agreement.** That Section 4(e) of the Original Agreement is hereby amended to read as follows:

“(e) **Operate Hurtado Barbecue Restaurant.** Developer covenants and agrees by **August 1, 2022**, and during the Term of this Agreement to keep open to the general public the Hurtado Barbecue Restaurant located on the Property, for a term of fifteen (15) years.”

(d) **Amendment to Original Agreement.** That Section 4(f) of the Original Agreement is hereby amended to read as follows:

“(f) **Job Creation and Retention.** Developer covenants and agrees by **August 1, 2022**, and during the Term of this Agreement to employ and maintain a minimum of **thirty-five (35)** Full-Time Equivalent Employment Positions working at the Property. Developer covenants and agrees beginning on **September 1, 2023** (for the initial reporting period of August 1, 2022 to July 31, 2023), and during the Term of this Agreement, Developer shall deliver to LEEDC upon request an annual compliance verification signed by a duly authorized representative of Developer that shall certify the number of Full-Time Equivalent Employment Positions, and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions (the “Annual Compliance Verification”). The Developer covenants and agrees beginning on **September 1, 2023**, and annually thereafter during the Term of this Agreement, there will be a total of **fifteen (15)** Annual Compliance Verifications due and submitted to LEEDC covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement. All Annual Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.”

(e) **Amendment to Original Agreement.** That Section 5(a) of the Original Agreement is hereby amended to read as follows:

“(a) **Financial Assistance.** LEEDC covenants and agrees to submit reimbursement for Qualified Expenditures made by the Developer in the amount of **Four Hundred Thousand and No/100 Dollars (\$400,000.00)** within thirty (30) days of receipt of

invoices, receipts, or other documentation in the minimum amount of **Four Hundred Thousand and No/100 Dollars (\$400,000.00)** by **August 1, 2022**, consistent with Section 4(a) of this Agreement, and receives a certificate of occupancy and is open for business consistent with Sections 4(b) and 4(c) of this Agreement.”

SECTION 3. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this First Amendment:

- (a) **Amendments.** This First Amendment constitutes the entire understanding and agreement of the parties as to the matters set forth in this First Amendment. No alteration of or amendment to this First Amendment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This First Amendment shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this First Amendment shall lie in the state district courts of Denton County, Texas.
- (c) **Assignment.** Neither Party shall have the right to assign its rights and/or obligations under this First Amendment, or any interest herein, without the prior written consent of the other Party.
- (d) **Binding Obligation.** This First Amendment shall become a binding obligation on the signatories upon execution by all signatories hereto. LEEDC warrants and represents that the individual executing this First Amendment on behalf of the LEEDC has full authority to execute this First Amendment and bind the LEEDC to the same. Developer warrants and represents that the individual executing this First Amendment on Developer’s behalf has full authority to execute this First Amendment and bind it to the same.
- (e) **Caption Headings.** Caption headings in this First Amendment are for convenience purposes only and are not to be used to interpret or define the provisions of the First Amendment.
- (f) **Counterparts.** This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Effective Date.** The effective date (the “Effective Date”) of this First Amendment shall be the date of the latter to execute this First Amendment by and between the LEEDC and Developer.

- (h) **Original Agreement and any Amendments.** All of the terms, conditions, and obligations of the Original Agreement, and any amendments remain in full force and effect except where specifically modified by this First Amendment.
- (i) **Severability.** The provisions of this First Amendment are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this First Amendment is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the First Amendment shall be enforced as if the invalid provision had never been included.
- (j) **Time is of the Essence.** Time is of the essence in the performance of this First Amendment.

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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

LEEDC:

LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION,
a Texas non-profit corporation

By: _____
Ken Eaken, President

Date Signed: _____

ATTEST:

Jennette Espinosa, Executive Director

DEVELOPER:

HURTADO BARBECUE LITTLE ELM LLC,
A Texas limited liability company,

By: _____
Brandon Hurtado, Owner

Date Signed: _____



Date: 01/18/2022
Agenda Item #: 6. I.
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 Knotting Hill Holdings LLC.**

DESCRIPTION:

The attached agreement is to solidify the proposed new storage structure design, elevations, placement, and associated site improvements as agreed upon by the Town and the developer, as allowed through Planned Development Ordinance No. 1362, as amended by Ordinance No. 1602, for Knotting Hill Place.

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 - Knotting Hill Place Storage Structure

STATE OF TEXAS §
 §
COUNTY OF DENTON §

**DEVELOPMENT AGREEMENT
FOR KNOTTING HILL PLACE**

This Development Agreement for Knotting Hill Planned Development (“**Agreement**”) is entered into between Knotting Hill Holdings LLC - DBA – Knotting Hill Place (“**Developer**”), whose address for purposes of this Agreement is 2621 West Eldorado Parkway, Little Elm, Texas 75068, and the Town of Little Elm, Texas (“**Town**”), 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 4.917 acres generally located at 2621 West Eldorado Parkway, on the west side of Eldorado Parkway, approximately 150 feet south of South Oak Drive in the Town of Little Elm, Texas (the “**Property**”), 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. Incorporation of Premises. The above and foregoing Recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Term. This Agreement shall be effective as of the date of execution of this Agreement by the last of the Parties to do so (“**Effective Date**”). This Agreement shall remain in full force and effect from the Effective Date until terminated by the mutual agreement of all of the Parties in writing, or until all obligations in the Agreement have been fulfilled (“**Term**”).

Section 3. Agreements. The Parties agree as follows:

A. The negotiated and agreed upon elevations and associated site improvements, attached hereto as **Exhibit B**, which incorporate a new storage structure with landscape screening on the norther portion of the property, are hereby adopted and incorporated into this agreement as contractually-binding obligations of the Developer.

Section 4. Miscellaneous.

A. Applicability of Town Ordinances. 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. Default/Mediation. 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. Venue. 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.

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. Exhibits. 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. 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. 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. Amendments. This Agreement may be only amended or altered by written instrument signed by the Parties.

L. Headings. 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. 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. 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. Sovereign Immunity. 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. 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. 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. Prohibition on Contracts with Certain Companies Provision. 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. Verification Against Discrimination Developer 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 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

By: _____

Date: _____

TOWN OF LITTLE ELM, TEXAS

By: _____

Matt Mueller
Town Manager

Date: _____

ATTEST:

By: _____

Caitlan Biggs
Town Secretary

STATE OF TEXAS §
 §
COUNTY OF DENTON §

Before me, the undersigned authority, on this ____ day of _____, 2022, personally appeared MATT MUELLER, Town Manager of the Town of Little Elm, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

By: _____
Notary Public, State of Texas

My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

Before me, the undersigned authority, on this ____ day of _____, 2022, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity of a duly authorized representative of _____.

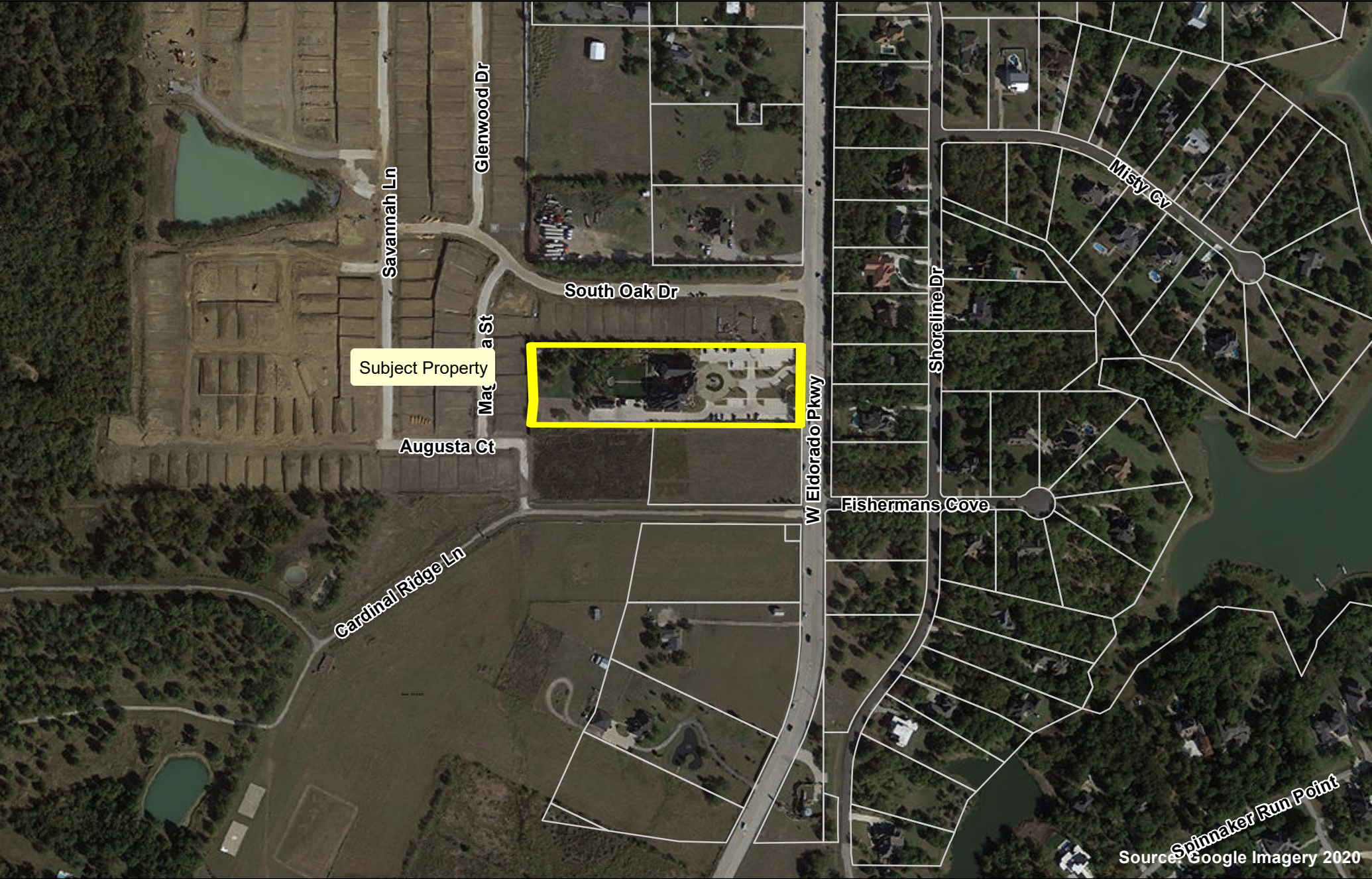
[Seal]

By: _____
Notary Public, State of Texas

My Commission Expires: _____

EXHIBIT A


Property Location Map

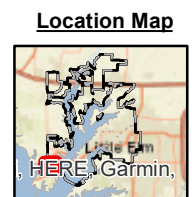


**Knotting Hill Place
Zoning Case**
Date: 2/4/2021



Legend

-  Subject Property
-  Parcels



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

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

EXHIBIT B

New Storage Structure Elevations and Associated Site Improvements



RDGS
Architects

239 WEST
PECAN STREET
SUITE 103
CELINA, TEXAS
75009

PHONE (972) 382-4994
EMAIL don@rdgsdesign.com
REVISED:

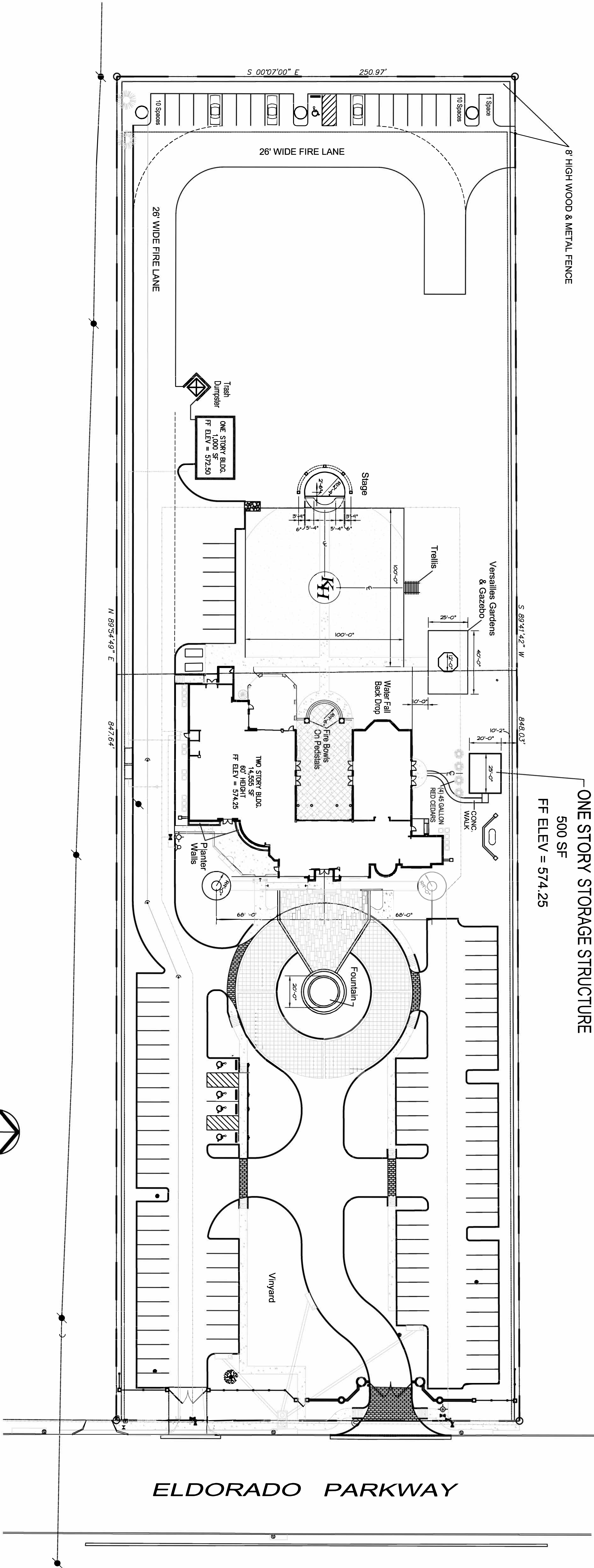
THESE PLANS ARE INTENDED TO PROVIDE THE BASIC CONSTRUCTION INFORMATION NECESSARY TO SUBSTANTIALLY COMPLETE THIS STRUCTURE. THIS MEANS THESE PLANS MUST BE VERIFIED AND CHECKED COMPLETELY BY THE PERSON IN AUTHORITY FOR THE JOB. ANY DISCREPANCY ERROR AND/OR CHANGES IF FOUND IS TO BE BROUGHT IMMEDIATELY TO THE ATTENTION OF THE BUILDER BEFORE ANY CONSTRUCTION WORK OR PURCHASES ARE MADE. NOTE: ALL LOCAL CODES, ORDINANCES, AND REQUIREMENTS TAKE PRECEDENCE OVER ANY PART OF THESE DRAWINGS WHICH MAY CONFLICT WITH THESE AGENCIES RULES AND/OR REGULATIONS AND BE ADHERED TO BEFORE AND DURING CONSTRUCTION. DO NOT SCALE THESE DRAWINGS



Knotting Hill Place
2621 ELDORADO PARKWAY
Little Elm Texas

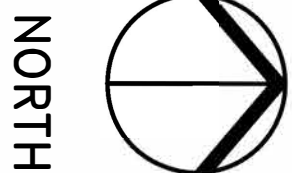
16020

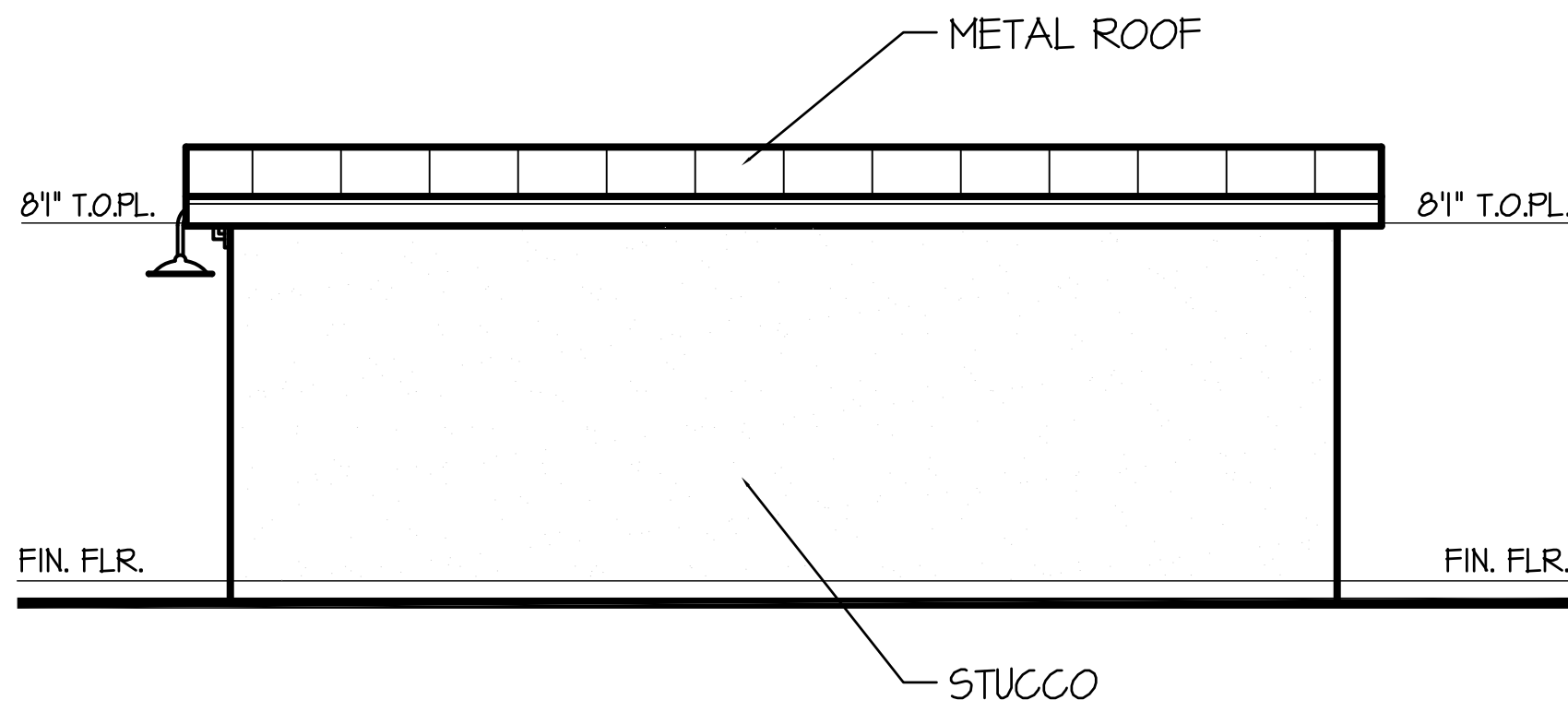
A0.00



SITE PLAN

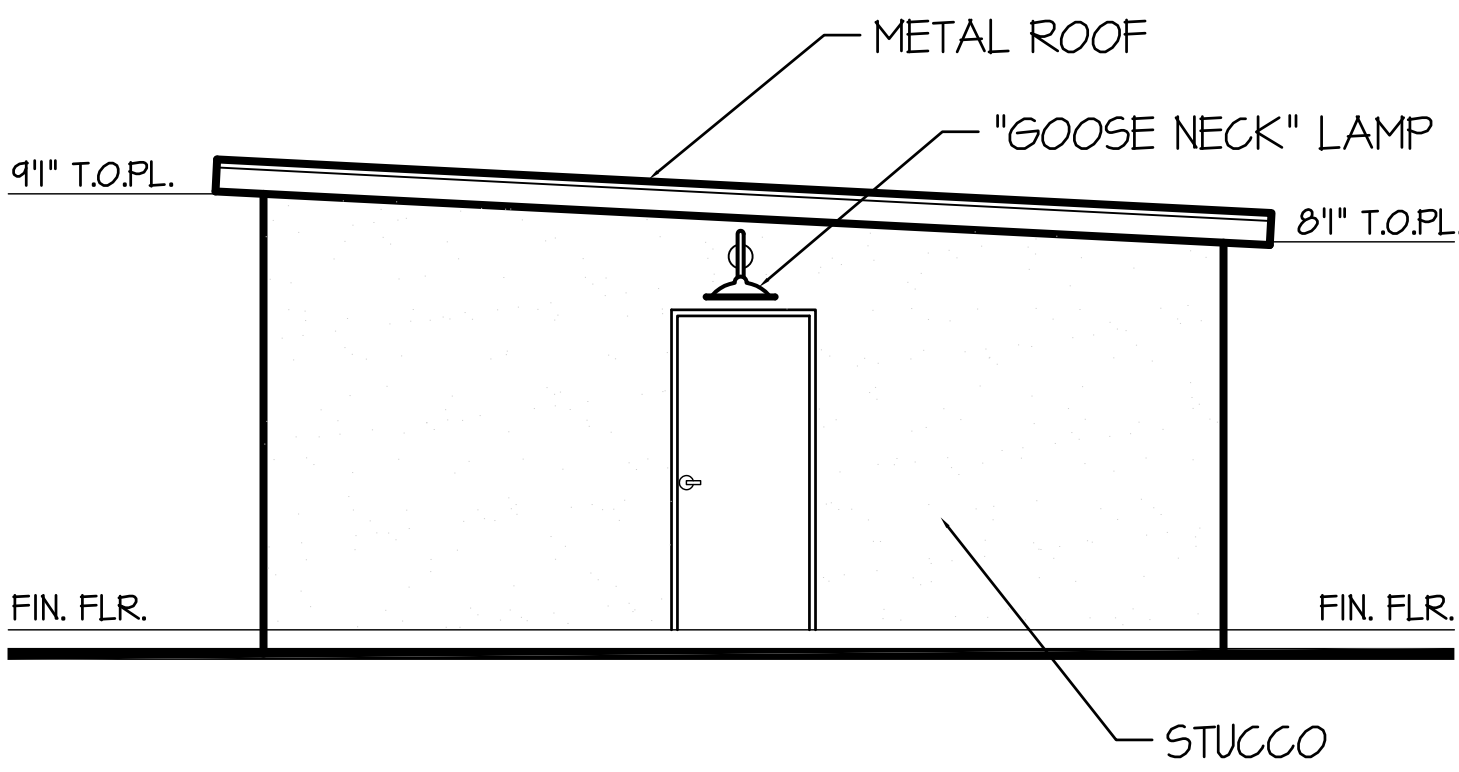
SCALE: 1" = 30'-0"





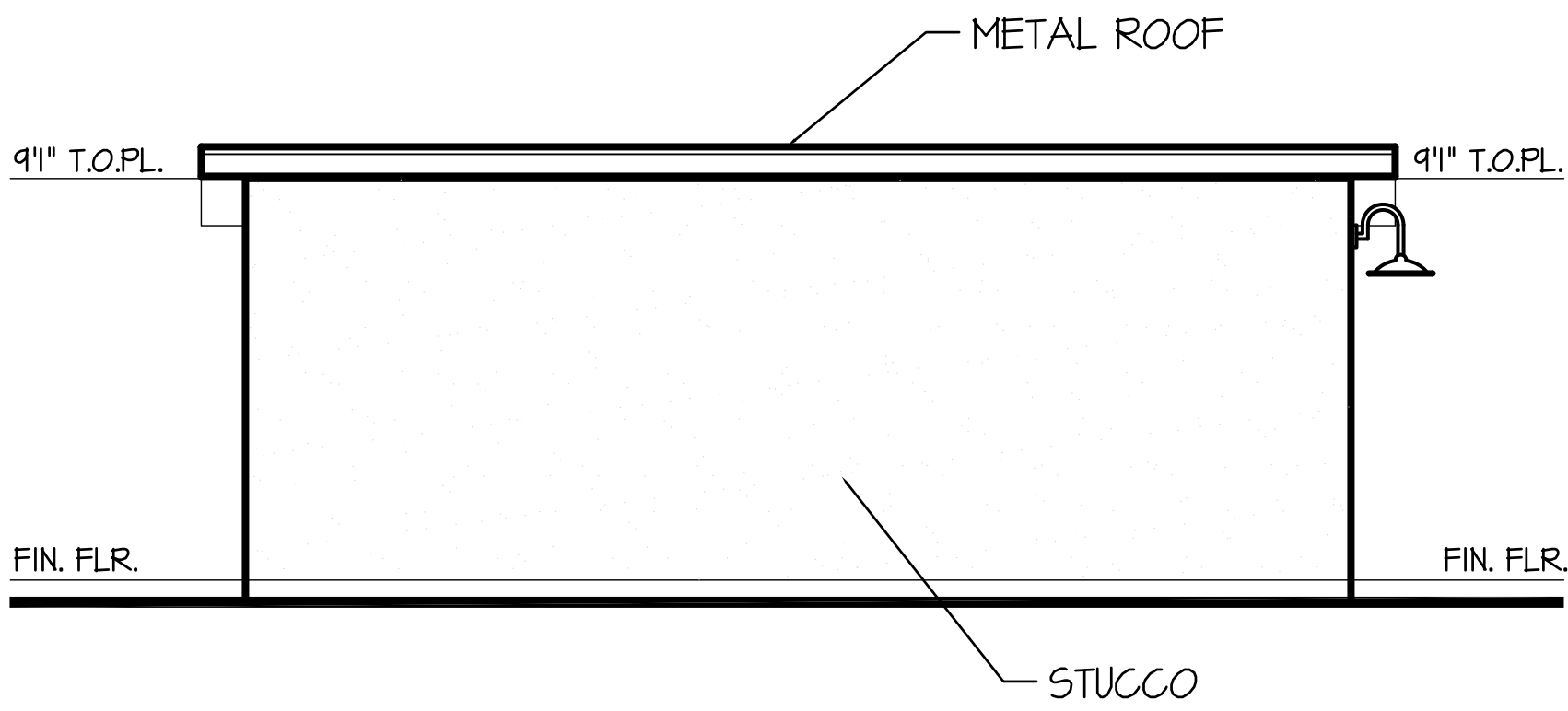
REAR (NORTH) ELEVATION

SCALE: 1/4" = 1'-0"



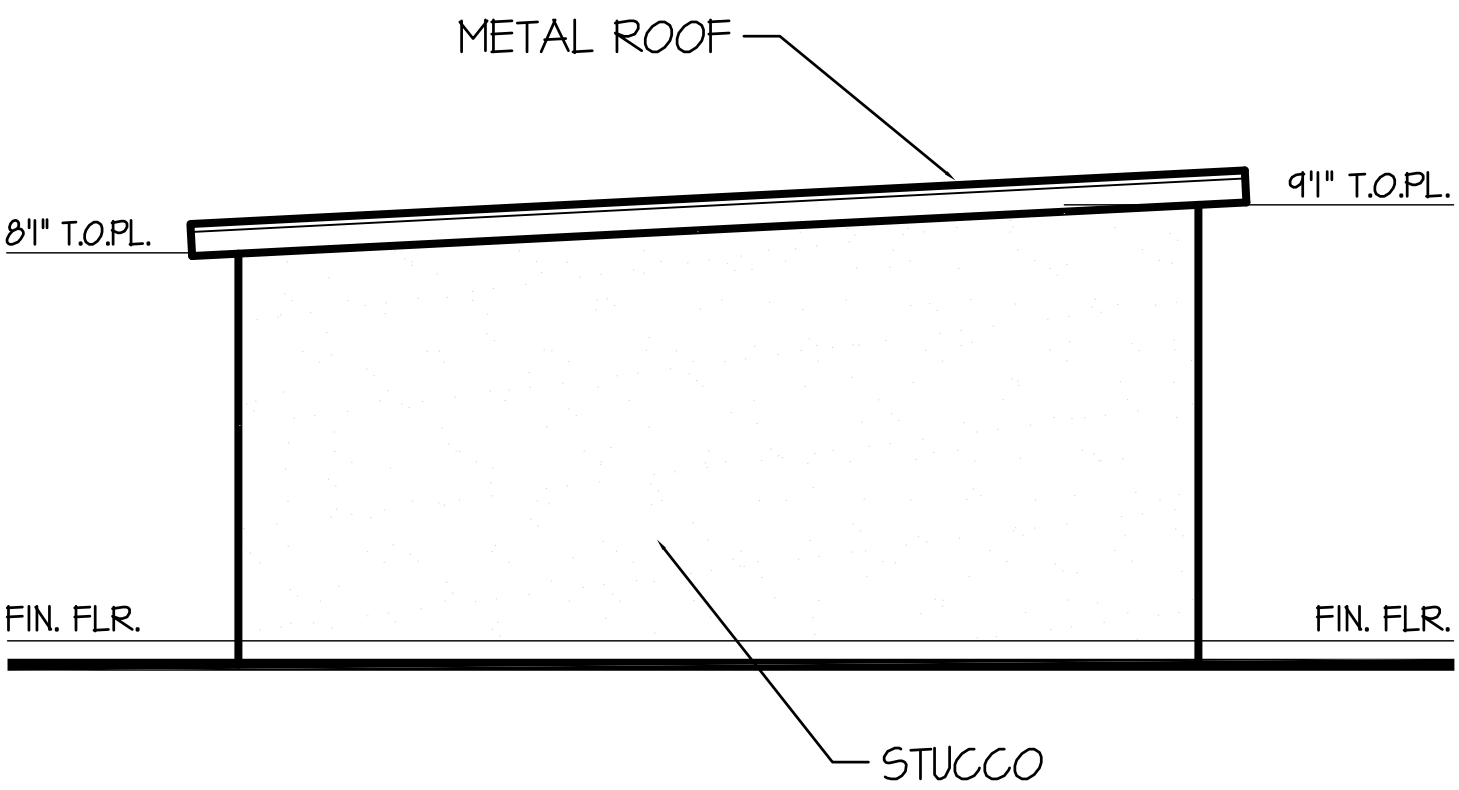
RIGHT SIDE (EAST) ELEVATION

SCALE: 1/4" = 1'-0"



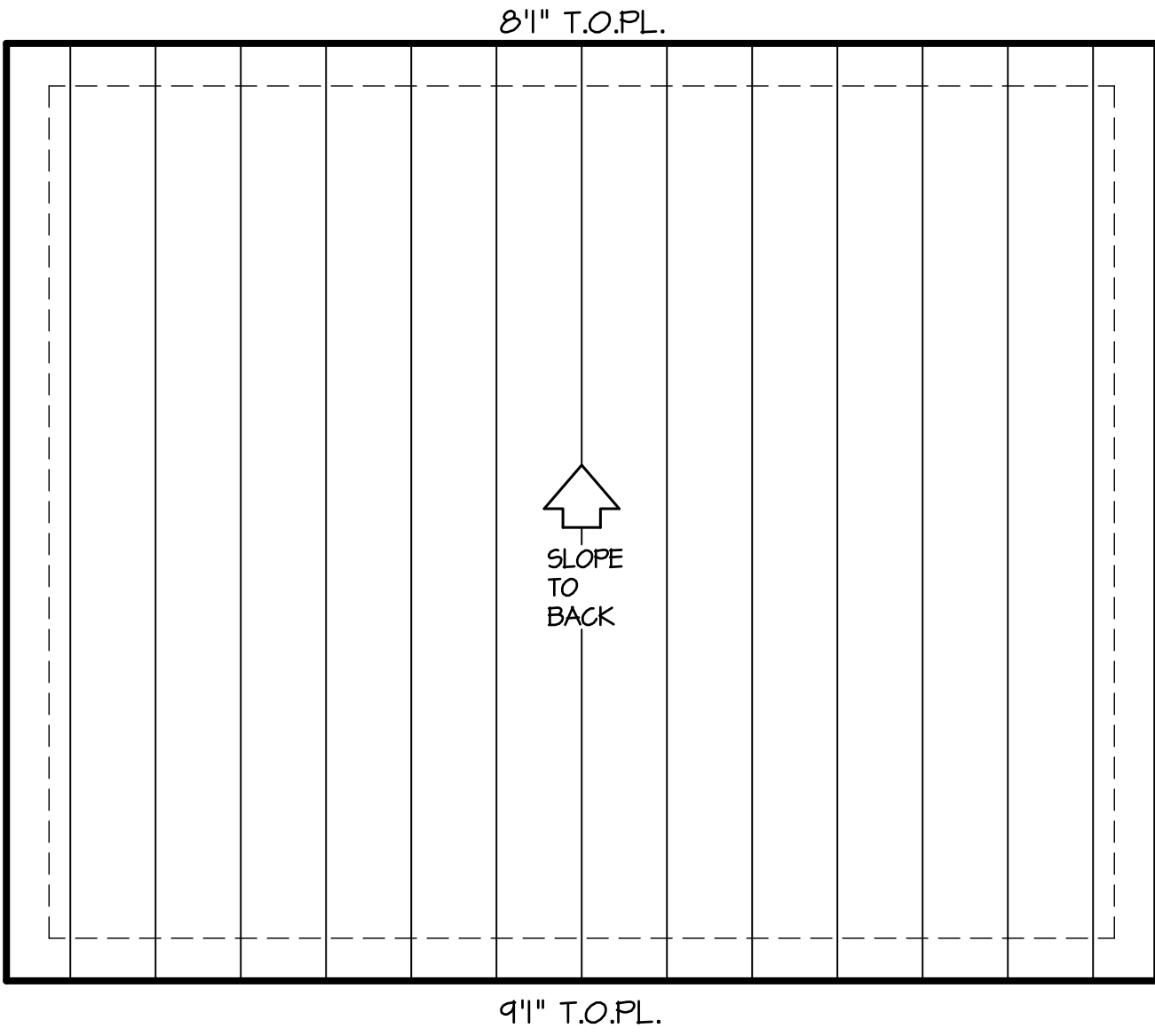
FRONT (SOUTH) ELEVATION

SCALE: 1/4" = 1'-0"



LEFT SIDE (WEST) ELEVATION

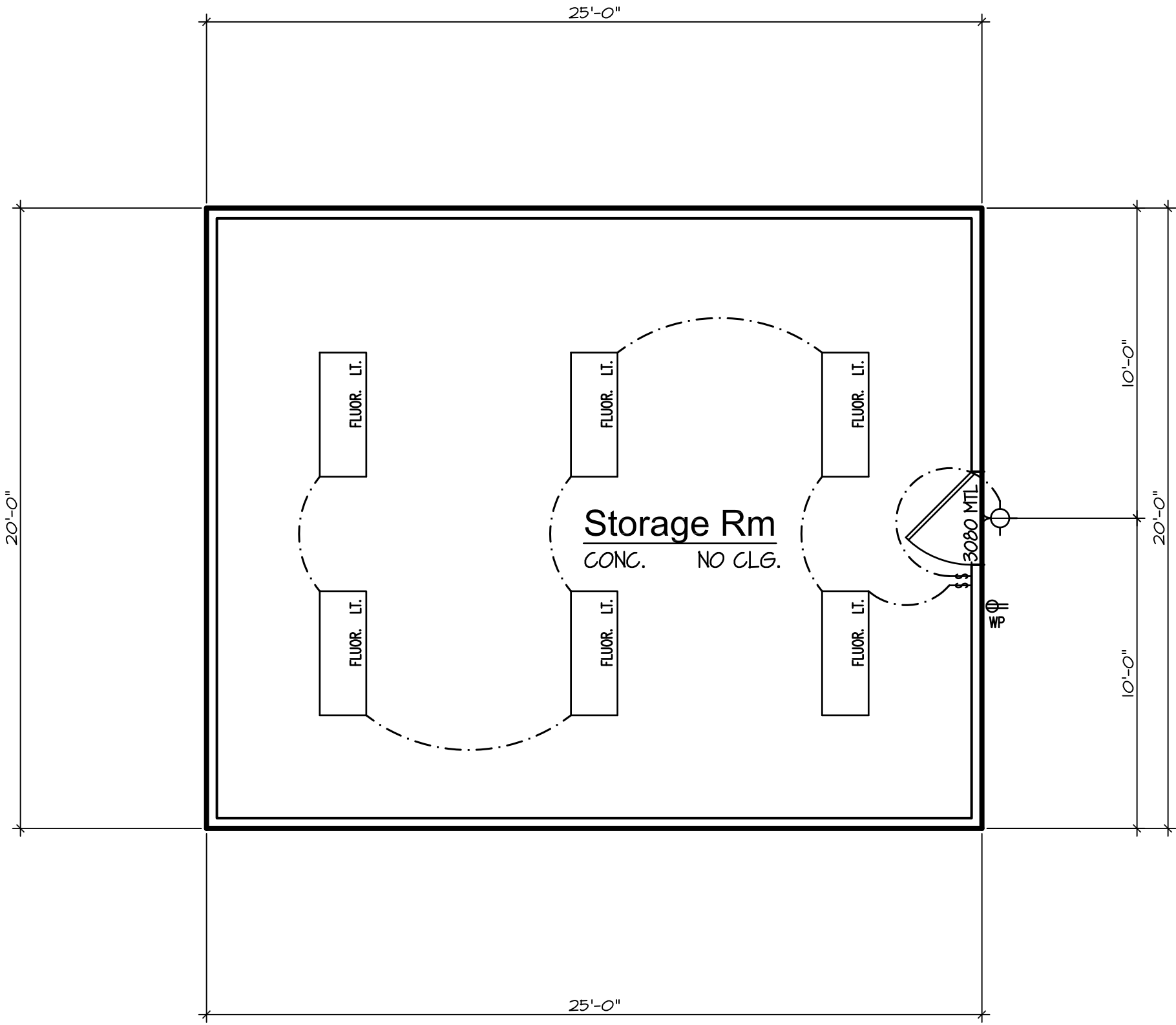
SCALE: 1/4" = 1'-0"



ROOF PLAN

SCALE: 1/4" = 1'-0"

ELECTRICAL SYMBOLS KEY	
	4'-0" LONG (2)TUBE LED LIGHT FIXTURE LED'S TO BE COOL WHITE 5,000K TEMPERATURE BULBS
	WALL MOUNTED LIGHT FIXTURE LED 75 WATT EQUIVALENT 3,000K TEMPERATURE
	EXTERIOR "WATER PROOF" DUPLEX OUTLET ON 15 AMP CIRCUIT
	SINGLE POLE SWITCH (ONE WAY)



FLOOR PLAN

SCALE: 1/4" = 1'-0"

500 SQ.FT.



239 WEST
PECAN STREET
SUITE 103
CELINA, TEXAS
75009

PHONE (972) 382-4994
EMAIL dorrn@rdgsdesigns.com

REVISED:

THIS PLAN IS INTENDED TO PROVIDE THE BEST AVAILABLE INFORMATION NECESSARY TO SUBSTANTIALLY COMPLETE THIS STRUCTURE. THIS MEANS THESE PLANS MUST BE VERIFIED AND FOR THE JOB. ANY DISCREPANCY ERROR AND/OR OMISSION TO THE ATTENTION OF THE BUILDER BEFORE ANY CONSTRUCTION BEGINS. THESE PLANS ARE NOT TO BE USED FOR ALL LOCAL CODES, ORDINANCES, AND REQUIREMENTS WHICH MAY CONFLICT WITH THESE AGENCEES RULES AND/OR DO NOT SCALE THESE DRAWINGS



Knotting Hill Place
2621 ELDORADO PARKWAY
Little Elm Texas

21051

A1.00



Date: 01/18/2022
Agenda Item #: 6. J.
Department: Development Services
Strategic Goal: Provide a safe and welcoming environment for Little Elm residents and visitors
Staff Contact: Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Approve **Ordinance No. 1655 Altering the Prima Facie Speed Limits Established for Vehicles Under the Provisions of Transportation Code, Section 545.356 upon U.S. Highway 380 or Parts Thereof, Within the Incorporated Limits of the Town of Little Elm; Repealing All Ordinances in Conflict Herewith; Providing a Penalty of a Fine Not to Exceed \$200.00 for the Violation Thereof; Providing a Severability Clause; and Providing for Publication and Effective Date.**

DESCRIPTION:

The Texas Department of Transportation (TxDOT) is preparing to begin a project to construct improvements to US 380. The project will include expanding the highway to six lanes (three lanes in each direction with a divided median), as well as installing grade separations (overpasses) at specific intersections along the corridor.

TxDOT has conducted a review of the current speed limit along the roadway, and requested it be temporarily reduced from 60 miles per hour to 50 miles per hour during the construction process. In order to enforce the new speed limit, an ordinance must be passed.

BUDGET IMPACT:

There is no direct budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

TxDOT Speed Zone Request
Ordinance 1655

From: [Travis Campbell](#)
To: [Matthew Phillips](#); [Wesley Brandon](#); [Kristi Gilbert](#)
Cc: [Mike Glisson](#); [Christopher Rocha](#)
Subject: [External]FW: US 380 (135-10) Construction Speed Zone Approval
Date: Thursday, December 2, 2021 5:15:40 PM

Good Afternoon Matt/Wesley/Kristi,

We have received approval for a temporary construction speed limit reduction through your cities for the US 380 project. The reduction will be down to 50-mph.

Please proceed with passing city ordinances in your areas in support of the 50-mph speed limit and we will replace the signs once Zachry begins work in January/February 2022 timeframe.

Kristi – We already got an ordinance from you for the project West of here, but these limits are on US 380 from the US 377 split going North to the City limits. I don't think the previous ordinance covered that area.

Thanks everyone and if you have any questions or need an example, please let me know. We look forward to continue working together on this project.

Travis

Travis Campbell, P.E.

TxDOT Dallas District
Denton County Area Engineer
2624 W. Prairie
Denton, TX 76201
(940) 387-1414

From: Derryk Blasig <Derryk.Blasig@txdot.gov>
To: Spencer Keane <Spencer.Keane@txdot.gov>; Bahman Afsheen <Bahman.Afsheen@txdot.gov>; Ernest Sherrill <Ernest.Sherrill@txdot.gov>; Miles Hicks <Miles.Hicks@txdot.gov>
Cc: Don Vo <Don.Vo@txdot.gov>
Subject: US 380 (135-10) Construction Speed Zone Approval

We have reviewed the following construction speed zone request:

Highway	US 380
C-S-J	0135-10-050
County	Denton
	Cross Roads
Cities	Little Elm
	Frisco

Project # F 2021(536)

We concur with the following construction speed zones:

#	Mile Points	Length (mi)	Speed (mph)	City
1.	22.086 – 24.365	2.279	50	Cross Roads
2.	24.365 – 29.542	5.177	50	Little Elm
3.	29.542 – 32.368	2.826	50	Frisco

Please proceed with the cities of Cross Roads, Little Elm, and Frisco to have city ordinances passed.

Disclaimer - Per Chapter 2, Section 3 of the Procedures for Establishing Speed Zones manual, the construction speed zone signs must be removed or covered in areas within these approved milepoints where/when they are not needed.



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Town of Little Elm

ORDINANCE NO. 1655

AN ORDINANCE ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF TRANSPORTATION CODE, SECTION 545.356 UPON U.S. HIGHWAY 380 OR PARTS THEREOF, WITHIN THE INCORPORATED LIMITS OF THE TOWN OF LITTLE ELM AS SET OUT IN THIS ORDINANCE; AND REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING A PENALTY OF A FINE NOT TO EXCEED \$200.00 FOR THE VIOLATION THEREOF; PROVIDING SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, Section 545.356 of the Texas Transportation Code, provides that whenever the governing body of the Town shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the Town, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway;

WHEREAS, Upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of Transportation Code, Section 545.356, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows on attached Exhibit "A";

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

SECTION 1: That from and after the date of passage of this speed zone ordinance, no motor vehicle shall be operated along and upon U.S. Highway 380 within the corporate limits of the Town of Little Elm in excess of speeds now set forth in Exhibit "A".

SECTION 2: The Mayor of Little Elm is hereby authorized to cause to be erected, appropriate signs indicating such speed zones.

SECTION 3: Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not be exceed Two Hundred Dollars (\$200.00).

SECTION 4: All provisions of any ordinance in conflict herewith are hereby repealed insofar as it conflicts with this Ordinance, but not otherwise; provided, however, that any complaint, 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 ordinance (or portion thereof) which is in conflict herewith shall continue to be governed by the provisions of that ordinance and for the purpose such ordinance shall be deemed to remain and shall continue in full force and effect.

SECTION 5: Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Little Elm hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 6: This Ordinance shall be effective upon its passage and publication as required by law.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS ON THIS 18TH DAY OF JANUARY, 2022.

Curtis J. Cornelious, Mayor
Town of Little Elm, Texas

Attest:

Caitlan Biggs, Town Secretary

APPROVED AS TO FORM:

Robert Brown, Town Attorney



Date: 01/18/2022
Agenda Item #: 7. A.
Department: Administrative Services
Strategic Goal: Ensure strong relationship within the community and region
Staff Contact: Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Present, Discuss, and Consider Action on **Resolution 0118202201 Appointing a Mayor Pro Tem for a One-Year Term of Office and Providing an Effective Date.**

DESCRIPTION:

Each year after the general election, the Town Council appoints a Council Member to serve as Mayor Pro-Tem for a one-year period. In case of the failure, inability, or refusal of the Mayor to act, the Mayor Pro-Tem shall perform the duties of the Mayor. If both the Mayor and the Mayor Pro-Tem are absent, any council member may be appointed to preside at the Town Council Meeting.

At the August 17, 2021, regular Town Council meeting, the Council appointed Neil Blais as Mayor Pro Tem until the open Council Place 1 position was filled. This item is being brought back to Council since the Place 1 position has been filled.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff requests direction from Town Council.

Attachments

Resolution 0118202201

TOWN OF LITTLE ELM, TEXAS

RESOLUTION NO. 0118202201

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS APPOINTING A MAYOR PRO TEM FOR A ONE YEAR TERM OF OFFICE, PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. That the Town Council has determined and does hereby declare that appointment of a Mayor Pro Tem, an officer of the Town shall be appointed by the Town Council. Mayor Pro Tem shall hold his/her office for one year. In case of the failure, inability or refusal of the Mayor to act, the Mayor Pro Tem shall perform the duties of the Mayor. If both the Mayor and the Mayor Pro Tem are absent, any council member may be appointed to preside at the Town Council Meeting, L.G.C. Section 22.037.

Section 2. This Resolution No. 0118202201 shall become effective after its adoption.

Section 3. At the Town Council Meeting of January 18, 2022, the Town Council, upon motion by Council Member NAME and second by Council Member NAME, the members present voted to appoint Council Member NAME to serve as Mayor Pro Tem.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas this 18th day of January, 2022.

Curtis J. Cornelious, Mayor

ATTEST:

Caitlan Biggs, Town Secretary



Date: 01/18/2022
Agenda Item #: 7. B.
Department: Administrative Services
Strategic Goal: Ensure strong relationship within the community and region
Staff Contact: Mayor Curtis J. Cornelious

AGENDA ITEM:

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

DESCRIPTION:

The Town Council has liaison positions for the Community Development Corporation Board, the Economic Development Corporation Board, and the Planning and Zoning Commission. At the August 17, 2021, regular Town Council meeting, the Council appointed Michael McClellan to serve as the EDC Liaison until the open Council Place 1 position was filled. This item is being brought back to Council since the Place 1 position has been filled.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff requests direction from Town Council.



Date: 01/18/2022
Agenda Item #: 7. C.
Department: Administrative Services
Strategic Goal: Ensure strong relationship within the community and region
Staff Contact: Mayor Curtis J. Cornelious

AGENDA ITEM:

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

DESCRIPTION:

The Town Council has liaison positions for the Community Development Corporation Board, the Economic Development Corporation Board, and the Planning and Zoning Commission. At the August 17, 2021, regular Town Council meeting, the Council appointed Lisa Norman as the CDC Liaison until the open Council Place 1 position was filled. This item is being brought back to Council since the Place 1 position has been filled.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff requests direction from Town Council.



Date: 01/18/2022
Agenda Item #: 7. D.
Department: Administrative Services
Strategic Goal: Ensure strong relationship within the community and region
Staff Contact: Mayor Curtis J. Cornelious

AGENDA ITEM:

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

DESCRIPTION:

The Town Council has liaison positions for the Community Development Corporation Board, the Economic Development Corporation Board, and the Planning and Zoning Commission. At the August 17, 2021, regular Town Council meeting, the Council did not take any action on this item. This item is being brought back to Council since the Place 1 position has been filled.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff requests direction from Town Council.



Date: 01/18/2022
Agenda Item #: 7. E.
Department: Administrative Services
Strategic Goal: Ensure strong relationship within the community and region
Staff Contact: Mayor Curtis J. Cornelious

AGENDA ITEM:

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

DESCRIPTION:

The Town Council has had a liaison position for school districts that serve Little Elm residents. At the August 17, 2021, regular Town Council meeting, the Council appointed Jeremy Lukas and Tony Singh as School Board Liaisons until the open Council Place 1 position was filled. This item is being brought back to Council since the Place 1 position has been filled.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff requests direction from Town Council.



Date: 01/18/2022
Agenda Item #: 7. F.
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 **Appointing a Town Council Member as Liaison for the Lakefront District Development Review Committee.**

DESCRIPTION:

The Town Council has a liaison position within the Lakefront District Development Review Committee, which was established to provide guidance in interpretation of the Lakefront Code and make recommendations on significant issues that may arise. The liaison position is currently vacant.

Staff requests direction from Town Council for the appointment for 2022 - 2023.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff requests direction from Town Council.
