



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

Tuesday, August 2, 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.**
2. **Workshop.**
 - A. Present and Discuss the **Process and Tracking of Council Requests.**
3. **Roll Call/Call to Order Regular Town Council Immediately Following Council Workshop.**
 - 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 - C. Items to be Withdrawn from Consent Agenda.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.**

Presentation of monthly updates from department heads: concerning law enforcement activities, municipal court, customer service, emergency medical services, fire department response, fire prevention activities, emergency management, ongoing economic development projects, building permits, code enforcement activities, library activities, human resources updates, information technology report, revenue and expenditure report, street construction status, sanitation services, highway construction status, utility operations, parks and recreation activities, as well as facility and fleet updates.

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

4. **Presentations.**

A. Present a Certificate of Recognition to the **Little Elm Fire Department for being Recognized by the American Heart Association Mission Lifeline with a Silver Plus for 2022.**

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 July 19, 2022 Regular Town Council Meeting.**

B. Consider Action to Approve the **Schedule for the Public Hearing for the FY 2022-2023 Proposed Tax Rate.**

- C. Consider Action to **Approve Seven Appointments to the Little Elm Veterans Committee.**
- D. Consider Action to Approve the **Release and Abandonment of an Existing Temporary Turn-Around Easement located within the Union Park Subdivision.**
- E. Consider Action to Approve an **Interlocal Agreement with SPAN, Inc. for Demand Response Transit Services for the 2022-2023 Fiscal Year.**
- F. Consider Action to Approve an **Interlocal Agreement between the Town of Little Elm and the City of Aubrey to Provide Jail Services for Class C Misdemeanor On-View Arrest and Municipal Warrants.**
- G. Consider Action to Approve an **Interlocal Agreement between the Town of Little Elm and the Town of Providence Village to Provide Jail Services for Class C Misdemeanor On-View Arrest and Municipal Warrants.**
- H. Consider Action to Approve **Expenditure of Funds with Russell Rodriguez Hyde Bullock, LLP for Public Safety Legal Services, in the Estimated Amount of \$65,000.**
- I. Consider Action to Accept the **Submission of the 2022 No-New-Revenue Tax Rate of \$0.568265 per \$100 Taxable Value and the Voter-Approval Tax Rate of \$0.629900 per \$100 Taxable Value.**

7. **Regular Items.**

- A. Present, Discuss, and Consider Action to Approve a **Development Agreement between the Town of Little Elm and Paloma South LP.**
- B. Present, Discuss, and Consider Action to Approve **Resolution No. 0802202202 of the Town Council of the Town of Little Elm, Texas Consenting to the Annexation of Land into Denton County Fresh Water Supply District 8-A.**
- C. Present, Discuss, and Consider Action to Approve **Ordinance No. 1672 Establishing the 2022 Certified Estimate Appraisal Roll.**
- D. Present, Discuss, and Consider Action on **Resolution No. 0802202201 for the Proposed FY 2022-2023 Property Tax Rate.**
- E. Present and Discuss the **Submission of the Fiscal Year 2022-2023 Proposed Budget and Budget Message by the Town Manager.**

- F. Present, Discuss, and Consider Action on **Ordinance No. 1673 Amending Chapter 26 - Businesses and Business Regulations of the Code of Ordinances by Amending Sections 26-309 and 26-310, and Adding Sections 26-311 and 26-312 to Article VIII, Short Term Rentals, to Provide for Revocation and Suspension of Short Term Rental Registration; Providing an Effective Date; and Providing for the Publication of the Caption Hereof.**
- G. Present, Discuss, and Consider Action on **Ordinance 1674 Establishing a Youth Council and Adopting By-Laws.**

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 29th day of July 2022 before 5:00 p.m.



Date: 08/02/2022
Agenda Item #: 2. A.
Department: Administrative Services
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Kate Graham, Assistant to the Town Manager

AGENDA ITEM:

Present and Discuss the **Process and Tracking of Council Requests.**

DESCRIPTION:

Assistant to the Town Manager Kate Graham will present the software used to track requests from the Council members.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.



Date: 08/02/2022
Agenda Item #: 4. A.
Department: Administrative Services
Strategic Goal: Provide a safe and welcoming environment for Little Elm residents and visitors
Staff Contact: Paul Rust, Fire Chief

AGENDA ITEM:

Present a Certificate of Recognition to the **Little Elm Fire Department for being Recognized by the American Heart Association Mission Lifeline with a Silver Plus for 2022.**

DESCRIPTION:

Mission: Lifeline EMS recognition is a program designed to showcase Emergency Medical Service organizations across the nation for excellent STEMI care. Prehospital personnel are the first providers of care to patients suffering from cardiac emergencies. The role of EMS in the system-of-care for these patients is crucial and often sets the course for the patient's outcome. The Mission: Lifeline EMS recognition program launched in 2014 and continues to celebrate the achievement of the pre-hospital providers and their collaboration with each other and destination hospitals specific to STEMI patient care.

Mission: Lifeline EMS Silver Recognition "Agencies earn Silver recognition with a minimum patient volume of at least 8 STEMI patients transported directly to a STEMI Receiving Center for Primary PCI and/or STEMI Referring Hospital for fibrinolytic administration and for achieving 75% or higher adherence over a consecutive 12 month interval, all Mission: Lifeline® EMS quality measures to improve the quality of care for STEMI patients."

Mission: Lifeline EMS Silver Plus Recognition "In addition to meeting the above requirements, the agency also achieved at least 75% of those patients who received a 12 Lead ECG (measure 1 numerator volume), the percentage of 12 Lead ECG's performed ≤10 minutes of EMS First Medical Contact on patients with an initial complaint non-traumatic chest pain/ACS symptoms who are ≥ 35 years of age."

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.



Date: 08/02/2022
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 July 19, 2022 Regular Town Council Meeting.**

DESCRIPTION:

The minutes from the July 19, 2022, regular Town Council meeting are attached for approval.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Minutes - July 19, 2022

DRAFT

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

REGULAR TOWN COUNCIL MEETING TUESDAY JULY 19, 2022 - 6:00 p.m.

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

Absent: Mayor Pro Tem Lisa Norman

Staff Caitlan Biggs, Director of Administrative Services/Town Secretary; Jennette Espinosa, Executive

Present: Director; Joe Florentino, Assistant Town Manager; Matt Mueller, Town Manager; Chad Hyde, Director of Community Services; Doug Peach, Deputy Town Manager; Fred Gibbs, Director of Development Services; Jason Shroyer, Director of Public Works; Kelly Wilson, Chief Financial Officer; Robert Brown, Town Attorney; Rodney Harrison, Police Chief; Rachel Mendoza, Development Services Manager; Olga Chernomoretz, Planning Manager; Brian Salvesen, Planner; Natasha Roach, Assistant Economic Development Director; Mitch Haug, EIT - Graduate Engineer; Paul Rust, Fire Chief

1. Call to Order Regular Town Council Meeting/Roll Call at 6:00 p.m.

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

A. Invocation.

Invocation was given by Mayor Cornelious.

B. Pledge to Flags.

C. Items to be Withdrawn from Consent Agenda.

None.

D. Emergency Items if Posted.

None.

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

None.

F. Presentation of Monthly Updates.

Presentation of monthly updates from department heads: concerning law enforcement activities, municipal court, customer service, emergency medical services, fire department response, fire prevention activities, emergency management, ongoing economic development projects, building permits, code enforcement activities, library activities, human resources updates, information technology report, revenue and expenditure report, street construction status, sanitation services, highway construction status, utility operations, parks and recreation activities, as well as facility and fleet updates.

Town Manager Matt Mueller gave an update on the status of street light poles that are down and in the process of being replaced. Delay is due to supply chain issues.

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

None.

2. Presentations.

- A. Present a **Certificate of Recognition to the Little Elm 6U Orioles Baseball Team.**

Mayor Cornelious presented the certificate.

3. 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.

- ***Erica Corrdier, PO Box 501, Little Elm, TX 75068, spoke on the success of July Jubilee and thanked the staff.***
- ***Nathan Rutherford, 273 Brookdale Dr, Little Elm, TX 75068, requested the building of a skate park.***

4. 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 Jamell Johnson **to approve the Consent Agenda.**

Vote: 7 - 0 - Unanimously

- A. Consider Action to Approve the **Minutes from the June 21, 2022, Regular Town Council Meeting.**
 - B. Consider Action to Approve an **Amendment to the Interlocal agreement between the Town of Little Elm and the Water Districts of Paloma Creek to Provide Law Enforcement Services.**
 - C. Consider Action to Approve a **Budget Amendment for the Little Elm EDC to the Categories, Land Acquisition for Redevelopment in the Amount of \$2.5 Million, and for Incentives in the Amount of \$216,010.00 for Budget FY 2021-2022.**
 - D. Consider Action to Approve the **Amended and Restated Development Agreement between the Town of Little Elm, Little Elm Economic Development Corporation and Palladium Little Elm Phase II, LTD.**
 - E. Consider Action to Approve **Resolution No. 0719202202 Consent for Utility and Road Bonds for Highway US 380 MMD.**
 - F. Consider Action to Approve the **Purchase and Installation of Two Clear Comfort CCW500SP Systems at The Cove at the Lakefront® in an Amount not to Exceed \$77,940.80.**
 - G. Consider Action to Approve the **Final Acceptance of the Town Building Expansion Project Phase 2 (Project 2020-01).**
 - H. Consider Action to Approve **Planning & Zoning Commissioner Appointments.**
 - I. Consider Action to Approve **Authorizing Kate Graham to Perform the Duties of Town Secretary in the Absence of the Town Secretary.**
 - J. Consider Action to Approve a **Settlement Agreement with Frisco West and the Town of Little Elm in an Amount not to Exceed \$106,095.39.**
 - K. Consider Action to Approve **Resolution No. 0719202203 regarding a Green Ribbon Program Project Advance Funding Agreement between the Town of Little Elm and the State of Texas regarding Landscaping Improvements along FM 423.**
5. **Regular Items.**
- A. Present, Discuss, and Consider Action to Approve **Resolution No. 0719202201 Accepting a Petition Seeking the Creation of the Valencia Public Improvement District Number Two (2) within the Corporate Boundaries of the Town and Calling for a Public Hearing at the August 16, 2022, Regular Town Council Meeting.**

Assistant Economic Development Director Natasha Roach and Director of Development Services Fred Gibbs gave an overview of the item. Counsel for the developer stated that the new PID #2 assessment would be equivalent to the current assessment in PID #1.

Motion by Council Member Neil Blais, seconded by Council Member Michael McClellan **to approve Resolution 0719202201.**

Vote: 6 - 0 - Unanimously

- B. Hold a Public Hearing, Present, Discuss, and Consider Action on **Resolution No. 0719202204 Authorizing Submission of the Grant Application and Designating the Town Manager as the Authorized Representative in Matters Related to the Texas Parks & Wildlife Department Outdoor Recreation Grant Application for Little Elm Park and Resolution No. 0719202205 Prohibiting Drilling, Mining, or the Re-Opening of any Abandoned Well or Mine in the Public Parkland located within Little Elm Park.**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

Take Action on Resolution No. 0719202204 and Resolution No. 0719202205:

Director of Community Services Chad Hyde gave an overview of the item in the attached presentation.

Open Public Hearing: 6:23 p.m.

Receive Public Comments: Ericca Cordier stated that she doesn't believe the 100-year flood plain would impact that much and she supports the project.

Close Public Hearing: 6:24 p.m.

Motion by Council Member Michael McClellan, seconded by Council Member Jeremy Lukas **to approve Resolution No. 0719202204 and Resolution No. 0719202205.**

Vote: 6 - 0 - Unanimously

- C. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1667 Regarding a Request for a Specific Use Permit (SUP) for a Liquor Store Use, Located at 1951 FM 423, Currently Zoned Planned Development - Light Commercial (LC), Through Ordinance No. 1457, as Amended by Ordinance No. 1474, in Order to Allow for the Sale of Alcoholic Beverages for Off-premise Consumption Only.**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

Take Action on Ordinance No. 1667:

Planning Manager Olga Chernomorets gave an overview of the item in the attached presentation.

Open Public Hearing: 6:30 p.m.

Receive Public Comments: None

Close Public Hearing: 6:31 p.m.

Motion by Council Member Neil Blais, seconded by Council Member Michael McClellan **to approve Ordinance 1667 with recommended conditions.**

Vote: 6 - 0 - Unanimously

- D. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1668 Regarding a Request for a Specific Use Permit (SUP) for a Business Service Use, Generally Located at 1927 Old Witt Road, Currently Zoned Light Commercial (LC), in Order to Allow for Pest Control Services with On-site Vehicle Fleet.**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

Take Action on Ordinance No. 1668:

Planning Manager Olga Chernomorets gave an overview of the item in the attached presentation. Council Members had discussion regarding the ability to revisit this use in the future if the land was sold or a different business wanted to occupy the building. Development Services Director Fred Gibbs stated that a time limit could be placed on the SUP to be reconsidered.

Open Public Hearing: 6:48 p.m.

Receive Public Comments: Alan Wise represents the landlord of the properties stated they are asking for 10-12 years on the SUP expiration because Massey is signing a 6-year lease with an option and investing \$100,000.

Close Public Hearing: 6:53 p.m.

Motion by Council Member Neil Blais, seconded by Council Member Jeremy Lukas **to approve Ordinance 1668 as approved by Planning & Zoning Commission.**

Vote: 6 - 0 - Unanimously

- E. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1669 Regarding a Request for a Specific Use Permit (SUP) for a Bar/Brewpub Use, Located at 850 W. Eldorado Parkway, Suite 700, Currently Zoned Light Commercial (LC), in Order to Allow for the Sale and Consumption of Alcoholic Beverages for On-premise Consumption Only.**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

Take Action on Ordinance No. 1669:

Planning Manager Olga Chernomorets gave an overview of the item in the attached presentation.

Open Public Hearing: 6:56 p.m.

Receive Public Comments: David Meyers, one of the owners, stated they are trying to recreate what was there before with Craft House.

Close Public Hearing: 6:57 p.m.

- F. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1670 Regarding a Request to Rezone Approximately 1.5 Acres of Land, Currently Zoned as Planned Development - Light Commercial (PD-LC) through Ordinance No. 484, Generally Located at 2821 Eldorado Parkway, on the South Side of Eldorado Parkway, within Little Elm's Town Limits, in Order to Establish a New Planned Development District, to Allow a New Commercial Development with Modified Development Standards.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1670:

Planning Manager Olga Chernomorets gave an overview of the item in the attached presentation.

Open Public Hearing: 7:07 p.m.
Receive Public Comments: Sean Rothenbaum is with the developers for this project. He stated they were denied at P&Z, went back and reduced variances, but could not do much regarding traffic.
Close Public Hearing: 7:10 p.m.

Motion by Council Member Tony Singh, seconded by Council Member Tony Singh ***to approve Ordinance 1670.***

Vote: 6 - 0 - Unanimously

- G. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and 2821 Eldorado LLC.**

Motion by Council Member Jeremy Lukas, seconded by Council Member Michael McClellan ***to approve the development agreement associated with item 5H.***

Vote: 6 - 0 - Unanimously

- H. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1671 Regarding a Request to Rezone Approximately 6.686 Acres of Land, Currently Zoned as Light Commercial (LC), in Order to Establish a New Planned Development District Based on Light Commercial (LC) District Standards, to Allow a New Commercial Development with Modified Development Standards and Establish a New Type of Office/Warehouse/Showroom Product.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1671:

Planning Manager Olga Chernomorets gave an overview of the item in the attached presentation.

Open Public Hearing: 7:23 p.m.
Receive Public Comments: A representative of the Madewell Companies presented photos on the concept of the interior design.
Close Public Hearing: 7:26 p.m.

Motion by Council Member Neil Blais, seconded by Council Member Michael McClellan ***to approve Ordinance 1671 with the conditions approved by P&Z.***

Vote: 6 - 0 - Unanimously

- I. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Madewell Companies.**

Motion by Council Member Jeremy Lukas, seconded by Council Member Michael McClellan **to approve the development agreement associated with item 5H.**

Vote: 6 - 0 - Unanimously

to approve the development agreement associated with item 5H.

- J. Present, Discuss, and Consider Action to Approve **Appointments of Two (2) Little Elm EDC Board Members and Two (2) Town Council Member to Serve on the Little Elm Local Development Corporation Board of Directors.**

Motion by Council Member Michael McClellan, seconded by Council Member Jeremy Lukas **to approve the EDC Board Member appointments and appoint Mayor Cornelious, Neil Blais, and Jamell Johnson.**

Vote: 6 - 0 - Unanimously

6. 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 7:30 p.m.

7. 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.

Council reconvened into Open Session at 8:05 p.m. No action taken.

8. Adjourn.

Meeting was adjourned at 8:05 p.m.

Respectfully,

Caitlan Biggs
Town Secretary

Passed and Approved this _____ day of _____ 2022.



Date: 08/02/2022
Agenda Item #: 6. B.
Department: Finance
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to Approve the **Schedule for the Public Hearing for the FY 2022-2023 Proposed Tax Rate.**

DESCRIPTION:

Town staff is proposing to schedule the public hearing for the tax rate on Tuesday, September 6, 2022, at 6:00 p.m. at Town Hall, located at 100 W Eldorado Parkway, Little Elm, TX, 75068.

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

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

Section 26.06(e) of the Texas Property Tax Code states that a meeting to vote on the tax increase may not be held later than the seventh day after the date of the public hearing. Due to this limitation, we are requesting to hold the public hearing and vote on the tax rate on September 6, 2022, which is a regular meeting date of the Town Council. A hearing on this date satisfies tax code requirements.

BUDGET IMPACT:

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

RECOMMENDED ACTION:

Staff recommends approval.



Date: 08/02/2022
Agenda Item #: 6. 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:

Consider Action to **Approve Seven Appointments to the Little Elm Veterans Committee.**

DESCRIPTION:

On May 3, 2022 the Town Council established the Little Elm Veterans Committee. The Veterans Committee shall consist of seven (7) members appointed by the Town Council, at least five (5) of whom shall be military veterans. All seven (7) members shall reside within the Town limits of the Town of Little Elm. The term of each member shall be for three (3) years, except that the original members shall be appointed for staggered terms, three (3) for two (2) years, and four (4) for three (3) years.

Applications for the committee were opened in June 2022 for resident to apply. The selection committee, made up of the Mayor, Mayor Pro Tem, and Council Liaison to the Veterans Committee interviewed applicants the last week of July 2022 and have made their selections for the committee. The selection committee's recommendations are listed below. Upon approval of this item, the individuals listed below will be appointed to the Veterans Committee.

Original Appointees for two (2) year term:
Wanda Muldoon
Robert Passerelle Jr
Jason Salisbury

Original Appointees for three (3) year term:
Jeanie Beal
Joselyn Passerelle
William Roebken
Michael Watts

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.



Date: 08/02/2022
Agenda Item #: 6. D.
Department: Development Services
Strategic Goal: Ensure excellence in public services while keeping up with the growth in the community
Staff Contact: Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Approve the **Release and Abandonment of an Existing Temporary Turn-Around Easement located within the Union Park Subdivision.**

DESCRIPTION:

As part of the development of Union Park Phase 2B in 2017, a temporary turn-around easement was recorded to facilitate vehicular traffic turn-around movements. These temporary cul-de-sacs are commonly installed with the roadways within each phase, and then removed as the adjacent phase is completed. The developer has requested approval to formally abandon the easement when the final plat for adjacent Phase 6B-3 is recorded.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Easement Abandonment
Original Easement Document

RELEASE AND ABANDONMENT OF EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **Town of Little Elm, Texas**, a Texas municipality ("Grantee"), hereby RELEASES AND ABANDONS any and all right, title or interest that Grantee has or may have under, or by virtue of, that certain Temporary Turn-Around Easement dated August 22, 2017, recorded in the Real Property Records of Denton County, Texas on August 25, 2017, as Instrument No. 2017104843.

Executed as of this ____ day of _____, 2022.

GRANTEE:

TOWN OF LITTLE ELM, TEXAS

By: _____

Name: _____

Its: _____

THE STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2022, by _____, _____ of Town of Little Elm, Texas, on behalf of said municipality.

Notary Public, State of Texas

WHEN RECORDED MAIL TO:

Hillwood Development Company, LLC
3000 Turtle Creek Blvd.
Dallas, Texas 75219
Attn: Michele Ringnald

Denton County
Juli Luke
County Clerk

Instrument Number: 104843

ERecordings-RP

EASEMENT

Recorded On: August 25, 2017 10:26 AM

Number of Pages: 17

" Examined and Charged as Follows: "

Total Recording: \$90.00

***** **THIS PAGE IS PART OF THE INSTRUMENT** *****

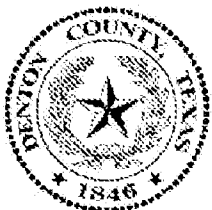
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 104843
Receipt Number: 20170825000202
Recorded Date/Time: August 25, 2017 10:26 AM
User: Terri B
Station: Station 20

Record and Return To:

eRx



STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

TEMPORARY TURN-AROUND EASEMENT

THE STATE OF TEXAS

KNOW ALL MEN BY THE PRESENTS

COUNTY OF DENTON

That H4 LITTLE ELM, LP, a Texas limited partnership (hereinafter called Grantor, whether one or more), for the sum of TEN dollars (\$10.00) and other good valuable consideration paid by the TOWN OF LITTLE ELM TEXAS, a Texas municipality (hereinafter called Grantee, whether one or more), the receipt and sufficiency of which is hereby acknowledged, does hereby Grant, Sell and Convey unto Grantee a Temporary Turn Around Easement upon and across real property owned by Grantor which said easement hereby conveyed is described on Exhibit "A" attached hereto and incorporated herein (the "Easement Area"), subject to the terms and conditions contained herein.

The easement herein granted is non-exclusive and is granted subject to all matters of record in the Real Property Records of Denton County, Texas affecting the Easement Area and all matters which a current, accurate survey or physical inspection of the Easement Area may show (the "Permitted Exceptions").

The easement rights and privileges herein granted shall be used only for the purpose of constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing a road providing access and ingress and egress to allow traffic to turn around and all appurtenances thereto. Grantee shall repair any damage to improvements on the Easement Area or surrounding property and restore the surface of the Easement Area and surrounding property from damage resulting from Grantee's use of the Easement Area.

The easement rights, and privileges herein granted shall be perpetual except that this easement shall automatically expire and be released upon dedication of a public right-of way which encompasses the Easement Area. Grantor hereby binds Grantor's heirs, successors or assigns, to warrant and forever defend the above described easement unto Grantee, its successors or assigns, against every person whomsoever lawfully claiming or to claim the same or to claim the same or any part thereof, except as to the Permitted Exceptions, by and through Grantor, but not otherwise.

The Consent and Subordination of the current lienholder with a financing lien on the Easement Area is attached hereto and made a part of this document conveying the rights and privileges contained herein.

The easement rights and privileges granted herein are for installing, using and repairing a road providing access to ingress and egress to allow traffic to turn around and Grantor agrees that Grantor will not convey any other easement or conflicting rights

ND9

within the Easement Area covered by this grant. Notwithstanding the foregoing, the Grantor, for itself and its successors and assigns, shall retain the rights to and allow others to construct driveways, parking, landscaping, and utilities over and across the Easement Area. No building or structure will be placed within the Easement Area without approval by the Town of Little Elm.

This instrument shall be binding upon the successors or assigns of the parties hereto.

IN WITNESS WHEREOF, this instrument is executed the 22nd day of August, 2017.

GRANTOR:

H4 LITTLE ELM, LP,
a Texas limited partnership

By: BOH Investments GP, LLC,
a Delaware limited liability company,
its general partner

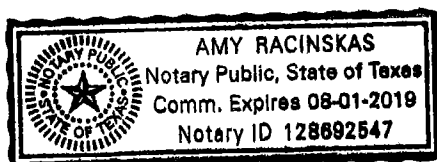
By: Elaine Ford
Name: Elaine Ford
Title: Senior Vice President

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on August 22, 2017, by Elaine Ford, S.V.P. of BOH Investments GP, LLC, a Delaware limited liability company, on behalf of said limited liability company, in its capacity as general partner of H4 Little Elm, LP, a Texas limited partnership, on behalf of said limited partnership.



Amy Racinkas
Notary Public, State of Texas

EXHIBIT "A"

Tract 1: (see attached)

FIELD NOTES
TEMPORARY TURN-AROUND EASEMENT

BEING a tract of land situated in the W. Lumpkin Survey, Abstract No. 730, Denton County Texas, and being a part of a remainder of a called 757.040 acre tract of land described in deed to H4 Little Elm, L.P., as recorded in Inst. No. 2013-48961 of the Deed Records of Denton County, Texas (D.R.D.C.T.) and being more particularly described by metes and bounds as follows:

COMENCING at a 5/8" iron rod found at the northeast corner of Lot 12, Block 56 of Oglethorpe Village at Savannah Phase 8F, as recorded in Doc. No. 2015-350, Official Public Records of Denton County, Texas (O.P.R.D.C.T.);

THENCE North 88 Degrees 38 Minutes 58 Seconds West, a distance of 215.38 feet to the northwest corner of Lot 13, Block 56 of said Oglethorpe Village at Savannah Phase 8F;

THENCE North 01 Degrees 22 Minutes 30 Seconds East, a distance of 94.41 feet to a PK nail found in the approximate centerline of Fish Trap Road;

THENCE North 01 Degrees 22 Minutes 30 Seconds East, a distance of 30.00 feet to the northeast corner of a called 22.489 acre tract of land described in deed to Union Park Phase 2, L.P., as recorded in Inst. No. 2016-75317, D.R.D.C.T.;

THENCE North 47 Degrees 25 Minutes 51 Seconds East, departing the northeast corner of said 22.489 acre tract, over and across said 757.040 acre tract, a distance of 1852.15 feet the **POINT of BEGINNING** of the herein described tract;

THENCE over and across said 757.040 acre tract, the following courses:

Northwesterly, along a non-tangent curve to the left having a central angle of 32 Degrees 50 Minutes 19 Seconds, a radius of 50.00 feet, an arc length of 28.66 feet, a chord bearing of North 27 Degrees 46 Minutes 44 Seconds West and a chord length of 28.27 feet a point for corner at the beginning of a reverse curve to the right;

Southeasterly, along said reverse curve to the right having a central angle of 271 Degrees 08 Minutes 46 Seconds, a radius of 60.00 feet, an arc length of 283.94 feet, a chord bearing of South 88 Degrees 37 Minutes 30 Seconds East and a chord length of 84.00 feet a point for corner at the beginning of a reverse curve to the left;

Southwesterly, along said reverse curve to the left having a central angle of 32 Degrees 50 Minutes 19 Seconds, a radius of 50.00 feet, an arc length of 28.66 feet, a chord bearing of South 30 Degrees 31 Minutes 43 Seconds West and a chord length of 28.27 feet a point for corner;

North 88 Degrees 37 Minutes 30 Seconds West, a distance of 56.46 feet to the **POINT of BEGINNING**, and containing 11,974 square feet or 0.275 acres of land more or less.

Basis of bearings is the Texas State Plane Coordinate System, NAD 83, Texas North Central Zone 4202, for monuments found for the 757.040 acre tract of land described in deed to H4 Little Elm, L.P., as recorded in Inst. No. 2013-48961 of the Deed Records of Denton County, Texas.

Eduardo Martinez 9/15/2016

Eduardo Martinez

Registered Professional Land Surveyor No. 5274

JONES | CARTER

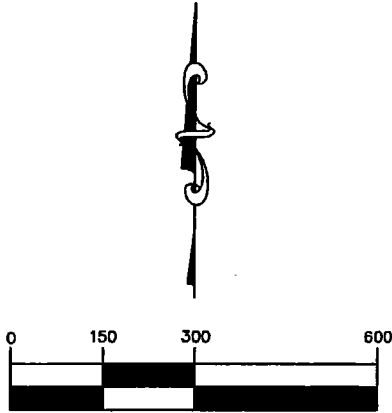
Telephone 972-488-3880 Ext. 7177

Texas Board of Professional Land Surveying

Registration No. 100461-03



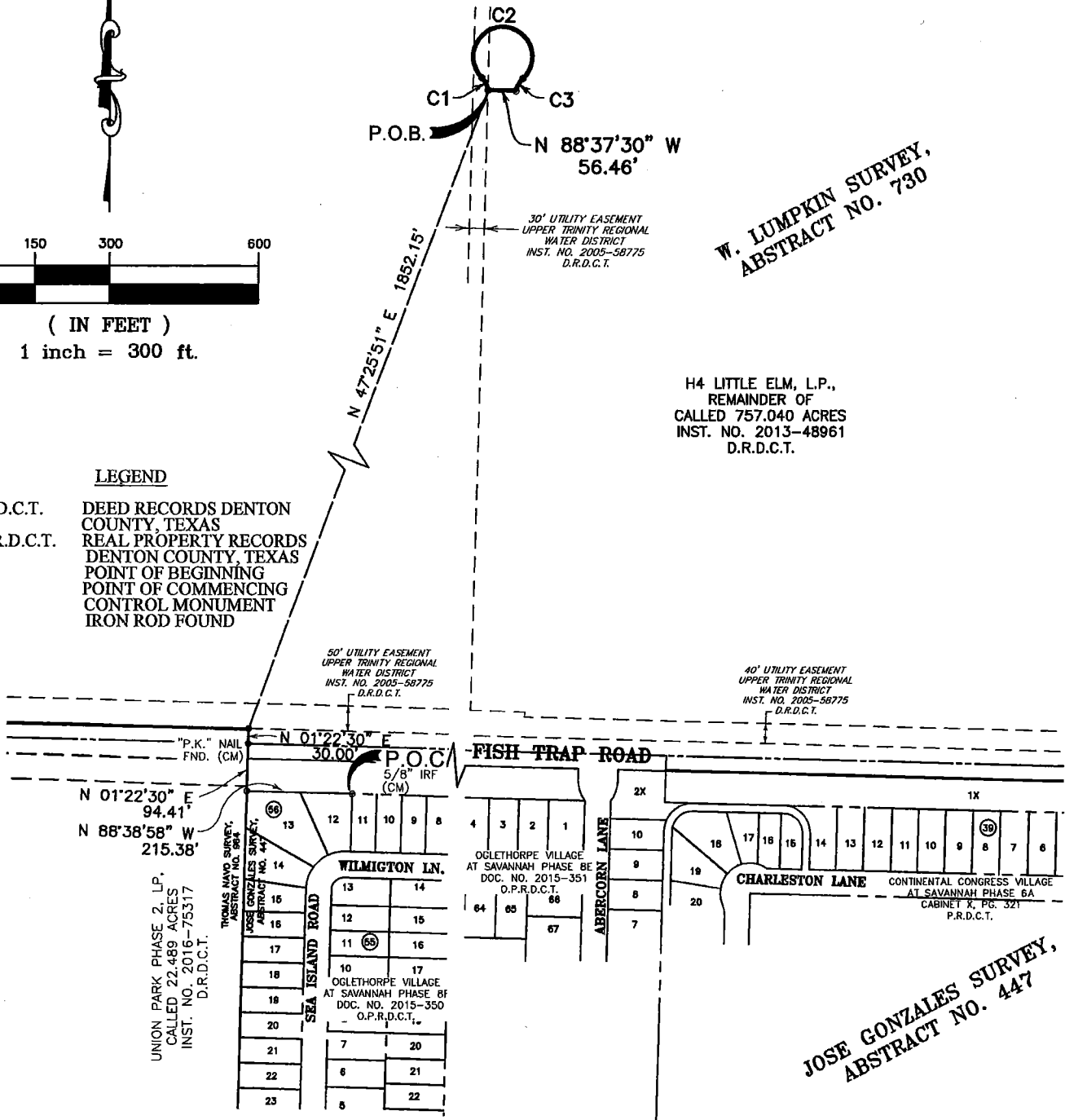
EXHIBIT "A"



(IN FEET)
1 inch = 300 ft.

LEGEND

D.R.D.C.T. DEED RECORDS DENTON COUNTY, TEXAS
R.P.R.D.C.T. REAL PROPERTY RECORDS DENTON COUNTY, TEXAS
POB POINT OF BEGINNING
POC POINT OF COMMENCING
CM CONTROL MONUMENT
IRF IRON ROD FOUND



CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	50.00'	28.66'	28.27'	N 27°46'44" W	32°50'19"
C2	60.00'	283.94'	84.00'	S 88°37'30" E	271°08'46"
C3	50.00'	28.66'	28.27'	S 30°31'43" W	32°50'19"

TEMPORARY TURN-AROUND EASEMENT

of a 0.275 ACRE TRACT
in the

W. LUMPKIN SURVEY, ABSTRACT NO. 730
TOWN OF LITTLE ELM,
DENTON COUNTY, TEXAS

ENGINEER / SURVEYOR:
JONES | CARTER
Texas Board of Professional Engineers Registration No. F-439
6509 Windcrest Drive, Suite 600 • Plano, Texas 75024
972.488.3880
Texas Board of Professional Land Surveying Registration No. 100461-03

JOB #: D330-0002 BAS/EM DWG #: 1747 PAGE 3 of 3

Tract 2: (see attached)

FIELD NOTES
TEMPORARY TURN-AROUND EASEMENT

BEING a tract of land situated in the W. Lumpkin Survey, Abstract No. 730, Denton County Texas, and being a part of a remainder of a called 757.040 acre tract of land described in deed to H4 Little Elm, L.P., as recorded in Inst. No. 2013-48961 of the Deed Records of Denton County, Texas (D.R.D.C.T.) and being more particularly described by metes and bounds as follows:

COMENCING at a 5/8" iron rod found at the northeast corner of Lot 12, Block 56 of Oglethorpe Village at Savannah Phase 8F, as recorded in Doc. No. 2015-350, Official Public Records of Denton County, Texas (O.P.R.D.C.T.);

THENCE North 88 Degrees 38 Minutes 58 Seconds West, a distance of 215.38 feet to the northwest corner of Lot 13, Block 56 of said Oglethorpe Village at Savannah Phase 8F;

THENCE North 01 Degrees 22 Minutes 30 Seconds East, a distance of 94.41 feet to a PK nail found in the approximate centerline of Fish Trap Road;

THENCE North 01 Degrees 22 Minutes 30 Seconds East, a distance of 30.00 feet to the northeast corner of a called 22.489 acre tract of land described in deed to Union Park Phase 2, L.P., as recorded in Inst. No. 2016-75317, D.R.D.C.T.;

THENCE North 61 Degrees 27 Minutes 14 Seconds East, departing the northeast corner of said 22.489 acre tract, over and across said 757.040 acre tract, a distance of 2576.77 feet the **POINT of BEGINNING** of the herein described tract;

THENCE over and across said 757.040 acre tract, the following courses:

Northwesterly, along a non-tangent curve to the left having a central angle of 32 Degrees 50 Minutes 19 Seconds, a radius of 50.00 feet, an arc length of 28.66 feet, a chord bearing of North 27 Degrees 46 Minutes 44 Seconds West and a chord length of 28.27 feet a point for corner at the beginning of a reverse curve to the right;

Southeasterly, along said reverse curve to the right having a central angle of 271 Degrees 08 Minutes 46 Seconds, a radius of 60.00 feet, an arc length of 283.94 feet, a chord bearing of South 88 Degrees 37 Minutes 30 Seconds East and a chord length of 84.00 feet a point for corner at the beginning of a reverse curve to the left;

Southwesterly, along said reverse curve to the left having a central angle of 32 Degrees 50 Minutes 19 Seconds, a radius of 50.00 feet, an arc length of 28.66 feet, a chord bearing of South 30 Degrees 31 Minutes 43 Seconds West and a chord length of 28.27 feet a point for corner;

North 88 Degrees 37 Minutes 30 Seconds West, a distance of 56.46 feet to the **POINT of BEGINNING**, and containing 11,974 square feet or 0.275 acres of land more or less.

Basis of bearings is the Texas State Plane Coordinate System, NAD 83, Texas North Central Zone 4202, for monuments found for the 757.040 acre tract of land described in deed to H4 Little Elm, L.P., as recorded in Inst. No. 2013-48961 of the Deed Records of Denton County, Texas.

Eduardo Martinez 9/15/2016

Eduardo Martinez

Registered Professional Land Surveyor No. 5274

JONES | CARTER

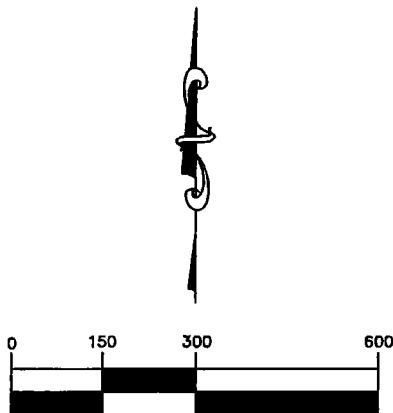
Telephone 972-488-3880 Ext. 7177

Texas Board of Professional Land Surveying

Registration No. 100461-03

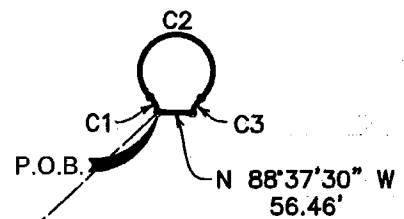


EXHIBIT "A"



(IN FEET)
1 inch = 300 ft.

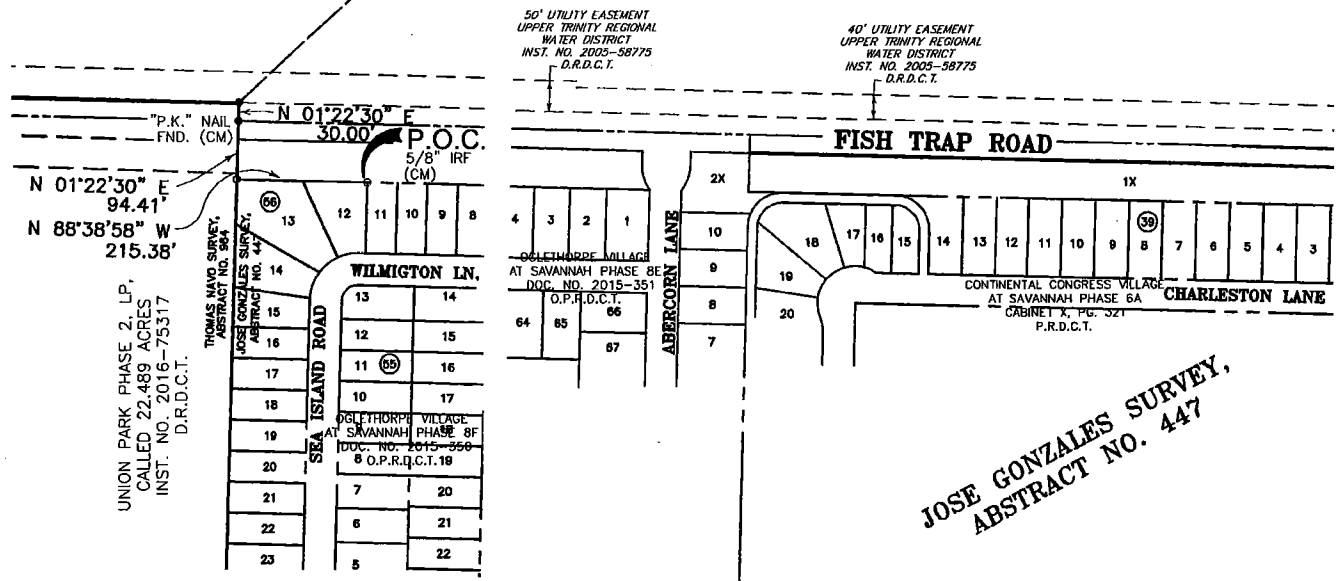
W. LUMPKIN SURVEY,
ABSTRACT NO. 730



H4 LITTLE ELM, L.P.,
REMAINDER OF
CALLED 757.040 ACRES
INST. NO. 2013-48961
D.R.D.C.T.

LEGEND

D.R.D.C.T. DEED RECORDS DENTON
COUNTY, TEXAS
R.P.R.D.C.T. REAL PROPERTY RECORDS
DENTON COUNTY, TEXAS
POB POINT OF BEGINNING
POC POINT OF COMMENCING
CM CONTROL MONUMENT
IRF IRON ROD FOUND



CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	50.00'	28.66'	28.27'	N 27°46'44" W	32°50'19"
C2	60.00'	283.94'	84.00'	S 88°37'30" E	271°08'46"
C3	50.00'	28.66'	28.27'	S 30°31'43" W	32°50'19"

TEMPORARY TURN-AROUND EASEMENT

of a 0.275 ACRE TRACT
in the

W. LUMPKIN SURVEY, ABSTRACT NO. 730
TOWN OF LITTLE ELM,
DENTON COUNTY, TEXAS

ENGINEER / SURVEYOR



JONES | CARTER

Texas Board of Professional Engineers Registration No. F-439

6509 Windcrest Drive, Suite 600 • Plano, Texas 75024

972.488.3880

Texas Board of Professional Land Surveying Registration No. 100461-03

JOB #: D330-0002 BAS/EM DWG #: 1747 PAGE 3 of 3

Tract 3: (see attached)

FIELD NOTES
TEMPORARY TURN-AROUND EASEMENT

BEING a tract of land situated in the W. Lumpkin Survey, Abstract No. 730, Denton County Texas, and being a part of a remainder of a called 757.040 acre tract of land described in deed to H4 Little Elm, L.P., as recorded in Inst. No. 2013-48961 of the Deed Records of Denton County, Texas (D.R.D.C.T.) and being more particularly described by metes and bounds as follows:

COMENCING at a 5/8" iron rod found at the northeast corner of Lot 12, Block 56 of Oglethorpe Village at Savannah Phase 8F, as recorded in Doc. No. 2015-350, Official Public Records of Denton County, Texas (O.P.R.D.C.T.);

THENCE North 88 Degrees 38 Minutes 58 Seconds West, a distance of 215.38 feet to the northwest corner of Lot 13, Block 56 of said Oglethorpe Village at Savannah Phase 8F and the east line of a called 22.489 acre tract of land described in deed to Union Park Phase 2, L.P., recorded in Inst. No. 2016-75317, D.R.D.C.T.;

THENCE North 01 Degrees 22 Minutes 30 Seconds East, along the east line of said 22.489 acre tract, a distance of 94.41 feet to a PK nail found in the approximate centerline of Fish Trap Road;

THENCE North 01 Degrees 22 Minutes 30 Seconds East, a distance of 30.00 feet to northeast corner of said 22.489 acre tract;

THENCE North 22 Degrees 54 Minutes 57 Seconds West, departing the northeast corner of said 22.489 acre tract, over and across said 757.040 acre tract, a distance of 1255.99 feet the **POINT of BEGINNING** of the herein described tract;

THENCE over and across said 757.040 acre tract, the following courses:

North 37 Degrees 09 Minutes 58 Seconds West, a distance of 10.65 feet to a point for corner at the beginning of a tangent curve to the left;

Northwesterly, along a said tangent curve to the left having a central angle of 39 Degrees 19 Minutes 59 Seconds, a radius of 52.50 feet, an arc length of 36.04 feet, a chord bearing of North 56 Degrees 49 Minutes 57 Seconds West and a chord length of 35.34 feet to the beginning of a reverse curve to the right;

Northeasterly, along said reverse curve to the right having a central angle of 265 Degrees 41 Minutes 12 Seconds, a radius of 57.50 feet, an arc length of 266.63 feet, a chord bearing of North 56 Degrees 20 Minutes 39 Seconds East and a chord length of 84.32 feet to the beginning of a reverse curve to the left;

Southeasterly, along said reverse curve to the left having a central angle of 46 Degrees 30 Minutes 02 Seconds, a radius of 52.50 feet, an arc length of 42.61 feet, a chord bearing of South 14 Degrees 03 Minutes 45 Seconds East and a chord length of 41.45 feet to a point for corner;

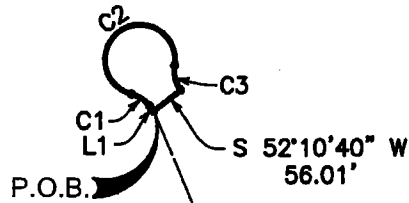
South 52 Degrees 10 Minutes 40 Seconds West, a distance of 56.01 feet to the **POINT of BEGINNING**, and containing 11,940 square feet or 0.274 acres of land more or less.

Basis of bearings is the Texas State Plane Coordinate System, NAD 83, Texas North Central Zone 4202, from monuments found for the 757.040 acre tract of land described in deed to H4 Little Elm, L.P., as recorded in Inst. No. 2013-48961 of the Deed Records of Denton County, Texas.

Eduardo Martinez 7/3/2017
Eduardo Martinez
Registered Professional Land Surveyor No. 5274
JONES | CARTER
Telephone 972-488-3880 Ext. 7177
Texas Board of Professional Land Surveying
Registration No. 100461-03

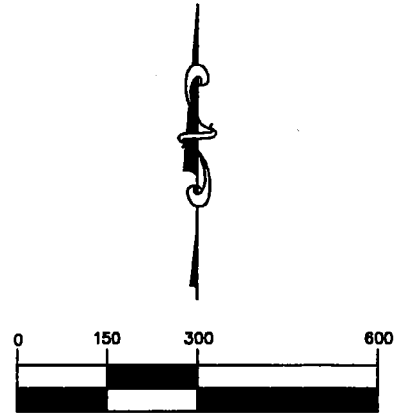


EXHIBIT "A"



W. LUMPKIN SURVEY,
ABSTRACT NO. 730

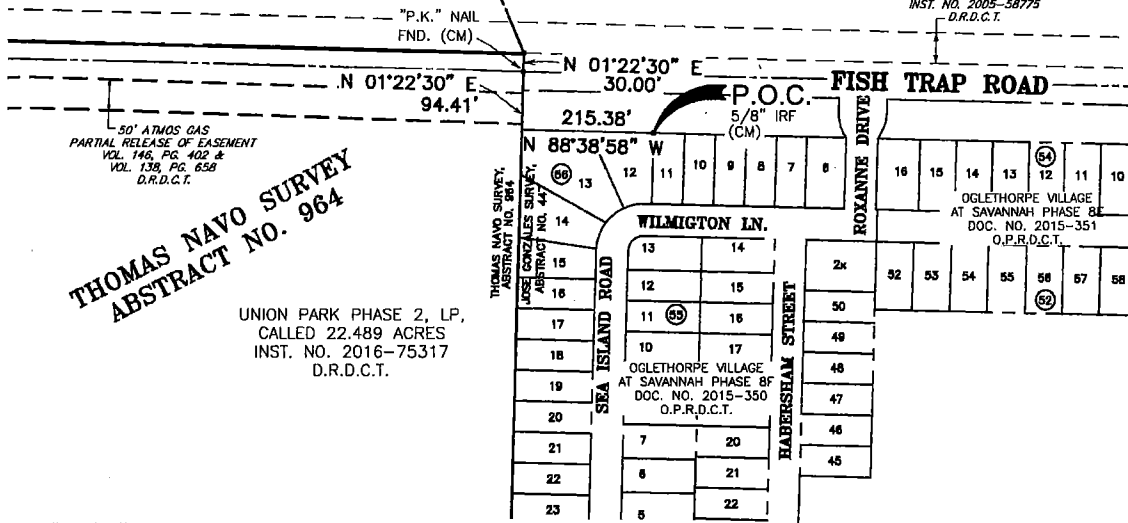
H4 LITTLE ELM, L.P.,
REMAINDER OF
CALLED 757.040 ACRES
INST. NO. 2013-48961
D.R.D.C.T.



(IN FEET)
1 inch = 300 ft.

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 37°09'58\" W	10.65'



THOMAS NAVO SURVEY
ABSTRACT NO. 964

UNION PARK PHASE 2, LP,
CALLED 22.489 ACRES
INST. NO. 2016-75317
D.R.D.C.T.

LEGEND

D.R.D.C.T. DEED RECORDS DENTON
COUNTY, TEXAS
R.P.R.D.C.T. REAL PROPERTY RECORDS
DENTON COUNTY, TEXAS
POB POINT OF BEGINNING
POC POINT OF COMMENCING
CM CONTROL MONUMENT
IRF IRON ROD FOUND

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	52.50'	36.04'	35.34'	N 56°49'57\" W	39°19'59\"
C2	57.50'	266.63'	84.32'	N 56°20'39\" E	265°41'12\"
C3	52.50'	42.61'	41.45'	S 14°03'45\" E	46°30'02\"

TEMPORARY TURN-AROUND EASEMENT

of a 0.274 ACRE TRACT
in the

W. LUMPKIN SURVEY, ABSTRACT NO. 730
TOWN OF LITTLE ELM,
DENTON COUNTY, TEXAS

ENGINEER / SURVEYOR:



JONES CARTER

Texas Board of Professional Engineers Registration No. F-439

6509 Windcrest Drive, Suite 600 • Plano, Texas 75024

972.488.3880

Texas Board of Professional Land Surveying Registration No. 100461-03

JOB #: D330-0002 BAS/EM DWG #: 1747 PAGE 3 of 3

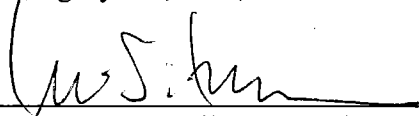
CONSENT AND SUBORDINATION

The undersigned, Rudman Partnership, Ltd., Rudman Real Estate Partnership I, Ltd. and Rudman Real Estate Partnership II, Ltd. (collectively, "Beneficiary") hereby consent to the terms, provisions and conditions of that certain Utility Easement by and between H4 Little Elm, LP, a Texas limited partnership, and the Town of Little Elm, Texas to which this Consent and Subordination is attached (the "Easement") and, subject to the terms and provisions of this Consent and Subordination, subordinates the lien and security interests of that certain Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents) dated as of April 24, 2013, recorded under Document No. 2013-48963 of the Real Property Records of Denton County, Texas as may be modified from time to time (as modified, the "Deed of Trust"), to the Easement, such that from and after the effective date of this Consent and Subordination, the terms, provisions and conditions of the Easement are and shall be prior and superior to the liens, security interest, terms and provisions of the Deed of Trust; provided, however, this Consent and Subordination: (i) shall not be construed or operate as a consent and subordination to any amendment to or modification of the Easement, or a release of the lien and security interests of the Deed of Trust, but shall instead confirm that the lien and security interests of the Deed of Trust shall hereafter be upon and against all of the Property subject to the Easement; and (ii) shall not modify or amend the terms and provisions of the Deed of Trust.

BENEFICIARY:

**THE RUDMAN PARTNERSHIP, LTD., d/b/a The
Rudman Partnership
RUDMAN REAL ESTATE PARTNERSHIP I, LTD.
RUDMAN REAL ESTATE PARTNERSHIP II, LTD.**

By: Rudman, Legacy Co., LLC, Co-General Partner

By: 
Ira W. Silverman, Vice President

By: Rudman Heritage Co., LLC, Co-General Partner

By: 
William C. Herndon, Vice President

Notary Blocks Follow on Next Page

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this 14th day of August, 2017, by Ira W. Silverman, Vice President of Rudman Legacy Co., LLC, Co-General Partner of THE RUDMAN PARTNERSHIP, LTD., d/b/a The Rudman Partnership RUDMAN REAL ESTATE PARTNERSHIP I, LTD., RUDMAN REAL ESTATE PARTNERSHIP II, LTD., on behalf of said limited partnerships.

IN WITNESS WHEREOF, I hereunto have set my hand and official seal.

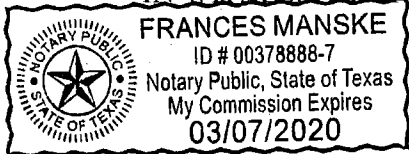


Linda Brockie
Notary Public Signature

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this 15th day of August, 2017, by William C. Herndon, Vice President of Rudman Heritage Co., LLC, Co-General Partner of THE RUDMAN PARTNERSHIP, LTD., d/b/a The Rudman Partnership RUDMAN REAL ESTATE PARTNERSHIP I, LTD., RUDMAN REAL ESTATE PARTNERSHIP II, LTD., on behalf of said limited partnerships.

IN WITNESS WHEREOF, I hereunto have set my hand and official seal.



Frances Manske
Notary Public Signature



Date: 08/02/2022
Agenda Item #: 6. E.
Department: Administrative Services
Strategic Goal: Ensure strong relationship within the community and region
Staff Contact: Doug Peach, Deputy Town Manager

AGENDA ITEM:

Consider Action to Approve an **Interlocal Agreement with SPAN, Inc. for Demand Response Transit Services for the 2022-2023 Fiscal Year.**

DESCRIPTION:

SPAN, Inc. has presented an Interlocal Agreement for Demand Response Transit Services for the 2022-2023 fiscal year for the Town's consideration. This agreement is consistent with agreements between the Town and SPAN for this type of service over the past seven years. Through this agreement, SPAN provides demand response transit services for Town residents that are age 60 or over, veterans, and people with documented disabilities.

The agreement is like the agreement from last year. There is no charge to the Town of Little Elm for this service. SPAN has received funding from the Cares Act for the services in FY 2022-2023. The only change over last year's agreement is a proposed reduction in the Rider fee. They are proposing this fee be reduced from \$5.00 to \$3.00 per trip. SPAN suggests this would be more in alignment with the fee charged in other adjacent areas for service.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

ILA - SPAN Services

STATE OF TEXAS §
COUNTY OF DENTON §

INTERLOCAL AGREEMENT FOR SERVICES

THIS SERVICE AGREEMENT ("Agreement") is entered into by and between Little Elm, Texas ("TOWN") acting by and through its duly authorized designee and Span, Inc. ("SPAN"), a Texas non-profit corporation operating in Denton County, Texas as an organization described in Section 501(c)(3) of the Internal Revenue Code, acting by and through its duly authorized Executive Director. The TOWN or SPAN may hereinafter be referred to individually as a "Party" or collectively as "Parties."

RECITALS:

- WHEREAS,** SPAN enables people to live as fully and independently as possible by providing nutrition, transportation and social services to older persons, persons with disabilities, veterans, and the general public; and
- WHEREAS,** the success of or failure of the SPAN's purposes and goals has a relation to the health and welfare of the citizens of the TOWN; and
- WHEREAS,** the TOWN is charged with the responsibility of promoting and preserving the health, safety, peace, good government, and welfare of its citizens; and
- WHEREAS,** the TOWN recognizes that it needs transportation alternatives for its elderly, and disabled citizens to seek routine medical care and to deal with daily routine matters, and the TOWN desires to assist and provide public transportation to said citizens; and
- WHEREAS,** TOWN desires to engage SPAN as an independent contractor, and not as a joint venture, partnership, or employee, to provide the transportation services described herein; and
- WHEREAS,** SPAN is authorized as a non-profit corporation, grandfathered under the Texas Transportation Code to provide this type of transportation to municipalities found in whole or in part within Denton County, Texas; and
- WHEREAS,** SPAN desires to provide transportability services for TOWN on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I Term

1.01. This Agreement shall commence on October 1, 2022 ("Effective Date") and continue until September 30, 2023.

1.02. Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party, subject to federal requirements related to public transportation.

Article II Service

2.01. In accordance with this Agreement, SPAN shall provide door-to-door demand response transit services to TOWN's residents who are sixty (60) years of age or older and persons with documented disabilities, or sixty-five (65) years or older and persons with documented disabilities when 5310 funds are used in support of this Agreement, ("Riders").

2.02. Riders shall be picked up within service area and taken anywhere in the SPAN/TOWN transit service destination area shown on Exhibit "A" hereto ("Service Area"), at a cost to the Riders of Three Dollars (\$3.00). The Riders shall remit the total fare recited in this section at or prior to the time the service is rendered. SPAN Transportation policy and procedures are attached hereto and incorporated herein as Exhibit "B" ("the Policy").

2.03. Situations may arise when Riders call and request service that is not identified as a part of the Service Area. SPAN may make a request to the TOWN's appointed representative to accommodate the Rider by temporarily transporting outside of the Service Area. The Service Area may be more permanently amended at the request of either Party, if both Parties mutually agree to such amendment of Exhibit A in writing.

2.04. Riders may call at least one (1) day in advance, but no more than two (2) weeks in advance, to set up appointments for pick-up and drop off. Riders may schedule a ride by calling SPAN'S Transportation Office at 940-382-1900, weekdays between the hours of 8:00 a.m. and 2:00 p.m.

2.05. Demand response transit service is available between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding Saturday, Sunday, major holidays and subject to capatown constraints and availability.

Article III

Schedule of Work

3.01. SPAN shall provide all equipment, facilities, qualified employees, training, and insurance necessary to establish a demand response transit service for the Riders. SPAN shall further establish, operate, and maintain an accounting system for this program that will allow for a tracking of services provided to Riders and a review of the financial status of the program. SPAN shall also track and break down the information regarding the number of one-way trips it provides to Riders.

3.02. SPAN will be responsible for verifying and documenting the eligibility of Riders. SPAN reserves the right to determine on an individual basis whether SPAN has the capability to safely transport a Rider, based on the information provided. If SPAN determines that a Rider cannot safely be transported, SPAN shall decline transportation and shall provide documentation as to the reason why service was declined.

3.03. The TOWN shall have the right to review the activities and financial records kept incident to the services provided to the Riders by SPAN under this Agreement. In addition, SPAN shall provide monthly ridership information to the TOWN appointed designee specifically identifying the number of Rider trips, including rider origination, destination, and purpose.

3.04. SPAN will inform riders that their trips to the doctor or dentist's office, drug store or other location may qualify as a Medicaid eligible trip. SPAN will direct potential Medicaid eligible riders to call Texas Health and Human Services to schedule free transportation through Medicaid by calling toll free 1-877-633-8747 (TTY: 1-800-735-2989) or 1-877-MED-TRIP, Monday through Friday between 8:00 a.m. and 5:00 p.m., at least two days before their appointment or trip.

Article IV

Compensation and Method of Payment

4.01. SPAN is receiving CARES Act, federal funding for transportation operations, which will allow for 100% reimbursed billing without the need for local funding match from the TOWN. SPAN's demand response transportation will be provided to the TOWN without fee for the entirety of the Agreement or until CARES Act funding is expended, whichever occurs first. SPAN invoices will not be sent, nor payments made by TOWN while CARES Act funding is being utilized. Should CARES Act

funding be fully expended prior to the end of the Term, the Parties shall mutually agree upon a TOWN local funding match to provide for the services under this Agreement. Such TOWN local funding match shall be in effect from the time when the CARES Act funding is expended until the end of the Term.

4.02. Payment for other support services may be added to the Agreement as follows: None.

Article V

Devotion of Time, Personnel, and Equipment

5.01. SPAN shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should TOWN require additional services not included under this Agreement, SPAN shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services on a time and materials basis, in accordance with SPAN's standard hourly rate schedule, or as otherwise agreed between the Parties.

5.02. To the extent reasonably necessary for SPAN to perform the services under this Agreement, SPAN shall be authorized to engage the services of any agents, assistants, persons, or corporations that SPAN may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be included as part of the total compensation to be paid SPAN hereunder and shall not otherwise be reimbursed by TOWN unless otherwise agreed to in writing.

5.03. The TOWN shall not be required to furnish any facilities, equipment, or personnel necessary to perform the services required under this Agreement unless otherwise provided herein. The Services provided under this Agreement are based on availability.

5.04 SPAN reserves the right to suspend or terminate Riders who violate SPAN's policies and procedures.

Article VI

Miscellaneous

6.01. Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.02. Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party.

6.03. Successor and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.04. Mediation. In the event of any dispute regarding this Agreement or the terms contained herein, the Parties hereto agree that they shall submit such dispute to non-binding mediation, prior to any litigation being filed.

6.05. Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in Denton County, Texas or the Federal courts having jurisdiction over claims arising in Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.06. Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.07. 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 any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.08. Independent Contractor. It is understood and agreed by and between the Parties that SPAN, in satisfying the conditions of this Agreement, is acting independently. All services to be performed by SPAN pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of TOWN. SPAN shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. Nothing contained herein shall constitute or provide for as a waiver of the TOWN's immunity under state or federal law.

6.09. Notice. Any notice required or permitted to be delivered hereunder may be sent by electronic mail, first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for TOWN:
Matt Mueller
Town of Little Elm
100 W. Eldorado Parkway
Little Elm, Texas 75068
214-975-0400

If intended for SPAN:
Michelle McMahon
Executive Director
Span, Inc.
1800 Malone Street
Denton, Texas 76201
940-382-2224 - Office

6.10. Insurance.

(a) SPAN shall during the term hereof maintain in full force and effect the following insurance:

(1) a comprehensive commercial general liability policy of insurance for bodily injury, death, and property damage insuring against all claims, demands or actions relating to SPAN's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage with an aggregate of \$2,000,000.00.

(2) policy of automobile liability insurance covering any vehicles owned and/or operated by SPAN, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$5,000,000.00 combined single limit and aggregate for bodily injury and property damage.

(3) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of SPAN's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and

(b) All policies of insurance shall be endorsed and contain the following provisions:

(1) provide TOWN, its officers, and employees with indemnification under all applicable coverage with the exception of Workers Compensation Insurance;

(2) provide for at least thirty (30) days prior written notice to TOWN for cancellation of the insurance;

(3) provide for a waiver of subrogation against TOWN for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. SPAN shall provide written notice to TOWN of any material change of or to the insurance required herein.

(c) All insurance companies providing the required insurance shall be

authorized to transact business in Texas.

(d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by TOWN.

6.11. In performing services under this Agreement, the relationship between the TOWN and SPAN is that of an independent contractor. No term or provision of this Agreement or act of SPAN in the performance of this Agreement shall be construed as making SPAN the agent, servant, or employee of the TOWN. It is expressly understood that the TOWN assumes no operational supervision, control or oversight to the services provided under this Agreement. TOWN does not have any ownership or beneficial interest in the business; and does not share any profits or losses generated from the business.

6.12. Indemnification. TOWN SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF SPAN PURSUANT TO THIS AGREEMENT. SPAN HEREBY WAIVES ALL CLAIMS AGAINST TOWN, ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "TOWN") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF TOWN OR BREACH OF TOWN'S OBLIGATIONS HEREUNDER. SPAN AGREES TO INDEMNIFY AND SAVE HARMLESS TOWN FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY SPAN'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF SPAN, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF TOWN, IN WHOLE OR IN PART, IN WHICH CASE SPAN SHALL INDEMNIFY TOWN ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO SPAN AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). SPAN'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY SPAN UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.13. Confidentiality Clause. Both Parties agree to endeavor to take all reasonable measures to keep in confidence the execution, terms and conditions as well as performance of this Agreement, and the confidential data and information of any Party that another Party may know or access during performance of this Agreement (“Confidential Information”), and shall not disclose, make available or assign such Confidential Information to any third Party without the prior written consent of the Party providing the information.

6.14. Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all the Parties hereto.

6.15. Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.16. Survival of Covenants. 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 following the termination of this Agreement shall survive termination.

[Signature Page to Follow]

EXECUTED this 2nd day of August,2022

TOWN OF LITTLE ELM, TEXAS

By: _____
Matt Mueller, Town Manager

EXECUTED this _____ day of _____,2022

SPAN, INC

By: _____
Michelle McMahon, Executive Director

EXHIBIT A
SERVICE AREA

All of Denton County.

EXHIBIT B
TRANSPORTATION POLICIES AND PROCEDURES

Attached as separate document, which may be amended from time to time.



SPAN, INC. TRANSPORTATION POLICY AND PROCEDURES

LITTLE ELM

Adopted by Span, Inc.'s Board of Directors on March 30, 2022

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INTRODUCTION

Span, Inc. is a private, non-profit that has been serving the residents of Denton County since 1974. Our mission is “to enable people to live as fully and independently as possible by providing nutrition, transportation and social services to older people, people with disabilities, veterans, and the public.” Our vision is “to eradicate senior hunger and to eliminate gaps in transportation in Denton County.”

It is the policy of Span, Inc. that no person shall on the grounds of race, religion, color, national origin, sexual orientation, gender identity or orientation, physical or mental ability, age, or income status be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination or retaliation under any program or activity administered by Span.

Span reserves the right to modify, make additions to, and/or eliminate portions of these policies and procedures at any time. Updated versions of this document will be posted on Span, Inc.’s website, www.span-transit.org.

DESCRIPTION OF SERVICES

Span provides door-to-door, demand response, shared-ride transportation services to individuals residing within Span’s service area, traveling to and from areas within our service area. **In Little Elm, service is provided to seniors (aged sixty [60] or older – verification of age may be required), people with disabilities (verification of disability may be required), and veterans residing in Little Elm to locations in Little Elm and throughout Denton County.** [See *Disability Certification* section for more information.] Span will also assist clients, when possible, who are traveling to destinations outside of Denton County by coordinating with other transportation providers, such as DART (Dallas Area Rapid Transit) and Trinity Metro. Out-of-county trips may require transfer to another bus or to rail service.

Span uses wheelchair-accessible vehicles to transport clients. Our drivers are available to provide limited assistance upon request. ***Our drivers are not trained to provide medical assistance.***

Examples of driver assistance include:

- The driver will assist passengers from the door of a residence or pick-up location to the vehicle, if needed.
- The driver will attempt to notify passengers of arrival.
- The driver will assist passengers in boarding and exiting the vehicle.
- The driver will take the passenger to the door of his/her destination.
- **The driver is the only person permitted to secure wheelchairs and other mobility devices.**

Examples of assistance our drivers will not provide include:

- Assistance getting in or out of a wheelchair.
- Assistance getting ready for the trip.
- Administering medication or oxygen.
- Assisting clients in wheelchairs going up or down stairs.
- Assisting passengers on ramps deemed unsafe.
- Assisting in carrying personal belongings or purchases.

SPAN IS NOT AN EMERGENCY TRANSPORTATION SERVICE.

SPAN, INC. POLICY DOES NOT ALLOW A DRIVER TO LOSE VISUAL CONTACT WITH THE AGENCY VEHICLE AT ANY TIME, FOR ANY REASON.

DEFINITIONS

Aide – An aide is a social services attendant or personal care assistant (PCA) who travels to assist in the needs of a passenger who, otherwise, would not be able to travel alone.

Companion – A companion is anyone, other than an aide or PCA, who travels with a disability-certified passenger.

Demand Response Service – Non-fixed route transportation service utilizing vans or buses with passengers boarding and alighting at pre-arranged times and locations within the provider's service area. Multiple riders with varying destinations may be on the vehicle at the same time.

Disability - With respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of such individual; a record of such an impairment; or being regarded as having such an impairment.

Mobility Device – A mechanism such as a wheelchair, walker, or scooter, designed to aid passengers with mobility impairments. The mechanisms can be manually operated or powered.

Late Cancellation – If a passenger cancels their trip on the day of service but does so more than 3 hours before the pick-up time, it will be considered a late cancellation.

No-Show – A no-show occurs when a passenger fails to cancel their trip at least 3 hours before the scheduled pick-up time OR does not board the Span vehicle within 5 minutes after it arrives (within the 30-minute ready-time window).

ParaPass - Span's electronic fare pass. Funds are applied to a passenger's ParaPass card by phoning Span's main office at 940-382-2224 with a valid credit card, by mail via check or money order, or in person between the hours of 9:00 AM and 4:30 PM, Monday through Friday, at 1800 Malone Street, Denton, TX 76201.

Ready-Time Window – A 30-minute window, beginning 15 minutes before and 15 minutes after the scheduled pick-up time during which a passenger should be ready for pick-up.

Service Animals – Animals that are trained to perform tasks for people with disabilities, such as guiding people who are blind or have low vision, alerting people who are deaf, pulling wheelchairs, alerting a person who is having a seizure, or performing other special tasks. Service animals are working animals, not pets.

Service Area – Span serves residents of Little Elm. Span transports those residents to any location in Denton County.

Subscription Service – An ongoing standing order is entered into Span's schedule for a person traveling to the same place at the same time each week.

Wheelchair – A mobility aid belonging to any class of 3 or 4-wheeled devices, usable indoors, designed for and used by passengers with mobility impairments. The devices may be manually operated or powered.

SERVICE HOURS

Our hours of operation are 6:00 AM to 6:00 PM, Monday through Friday. Currently, there is no weekend service. Service is provided throughout the year, except the following holidays:

- New Year's Day
- Martin Luther King Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

APPLICATION PROCESS

To use Span, Inc. services, prospective passengers must complete and submit an application, meet the eligibility criteria, and receive approval by Span, Inc. staff. Please also review the Disability Certification information below prior to submitting an application in case that portion also applies to you and additional documents are needed as part of the application process.

Applications may be obtained in the following ways:

- Call the Span Dispatch Office at 940-382-1900.
- Visit our website to print the application to complete it by hand.
- Complete the document online on our website

Once the application is fully completed, and if not completed online, the signed original should be emailed, mailed, dropped off, or faxed to:

Email address – span@span-transit.org

Fax number – 940-383-8433

Span, Inc.
1800 Malone St.
Denton, TX 76201

Please allow a minimum of 21 days to process the application once it has been received by Span. Properly completed applications will be processed immediately upon receipt. Only completed, signed applications will be considered for review.

Once the application has been reviewed and a decision is reached, dispatch will contact the applicant via phone to notify them. If the application is approved, the dispatcher will provide instructions on how to schedule a trip. If the application was not approved, a letter will be mailed via USPS stating the reason(s).

Span reserves the right to determine on an individual basis whether Span has the capability to safely transport a passenger. In the event safety is compromised, Span may decline transportation and will document why service was declined.

It is the responsibility of the passenger to provide their updated contact information, as well as updated emergency contact information, to the Span Dispatch Office when changes occur.

DISABILITY CERTIFICATION

In Little Elm, service is provided to people with disabilities (including some medical conditions) who meet regulatory criteria, at the Little Elm contracted fare. In addition to the application, applicants whose contracted fare eligibility is contingent on a disability must submit a properly completed Certification Form. Both documents must be received and reviewed during the application process to qualify for the contracted fare due to disability.

A licensed physician or certified human services professional familiar with the applicant's condition must sign the Certification Form verifying the disability and the applicant's functional

limitations if applying for service at the contracted fare based upon disability. It is recommended that the Certification Form and Application be submitted at the same time to prevent delay of the application review. Examples of licensed or certified human services professionals include Medical Doctor, Psychiatrist, Psychologist, Social Worker, Rehabilitation Professional, Physical/Occupational Therapist, Physician's Assistant, Registered Nurse, and Nurse Practitioner.

Once all documentation is received, Span personnel will make an evaluation and will request any additional relevant information, if necessary, about the applicant's functional limitations related to transportation. The applicant will be notified either by phone or a letter will be mailed via USPS stating the reason(s) once an eligibility determination has been made.

Notice of Eligibility Determination

An applicant who is determined to be eligible for the contracted fare due to disability will be sent documentation of eligibility via USPS to the address listed on the application. The document will include the name of the eligible individual, the phone number of the Span Dispatch Office, an expiration date for eligibility, and any conditions or limitations on the individual's eligibility including the use of a personal care attendant (PCA).

If the determination is made that an applicant is not eligible for the contracted fare due to disability, the written notification will state the specific reason(s) for the finding. Applicant may still qualify for ridership at the Denton County General fare. All applicants have the right to appeal the initial determination of eligibility (see *Grievance and Appeal Procedures*). Span employees and the Span Board of Directors strive to maintain an accommodation process that is cooperative rather than adversarial in nature, attempt to fulfill disability eligibility requests, when possible, and will document all attempts at reasonable accommodation.

Reapplication Process

Passengers will need to reapply every three (3) years from the date they are initially approved. Reapplication ensures Span's files are accurate and contain up-to-date information. Span will notify passengers when they are due for the reapplication process.

Accessible Materials for Blind or Low Vision Riders

Span will make reasonable accommodations to assist with the application process. If a person with vision issues calls, dispatch will assist in filling out the application and will fax it to their doctor for them.

Individuals with a vision impairment may request Accessible Materials such as large print, braille, audiotape, and electronic files usable with text-to-speech technology (known as screen

reader technology). Requests for Accessibility Materials may be made to the Span Dispatch Office. The Span staff will work with individuals who request information to determine the most appropriate alternative formats.

Alternatives to Audio Communications

For individuals who are deaf or hard of hearing, or who have speech impairments, Span can provide accessible information, including “711” relay service. Visual aids may also be provided upon request. Requests can be made to the Span Dispatch Office.

Reasonable Modification

Span will make reasonable modifications in policies or procedures when the modifications are necessary to avoid discrimination on the basis of disability or to provide program accessibility to services, subject to federal limitations. Span staff will work with riders requesting reasonable modifications and follow up on reasonable modification requests within two weeks of the request date.

To make a Reasonable Modification request, individuals must follow these guidelines:

1. Whenever feasible, requests for modifications shall be made and determined in advance of a scheduled trip before Span is expected to provide the modified service. Modification requests should be made during the application process.
2. Individuals requesting modifications will need to describe what they need to use the service.
3. When a request for modification cannot practicably be made and determined in advance, Span personnel will make a determination as to whether the modification can be provided at the time of the request.

Drivers and other operations personnel may consult with Span management before deciding to grant or deny the request.

HOW TO SCHEDULE A TRIP

Trip Requests

Requests for service can be made from 8:00 AM until 2:00 PM, Monday through Friday, by calling 940-382-1900.

1. At the time of scheduling your reservation, you will need to provide Span with your name, phone number, the addresses of both the pick-up and drop-off locations and the pick-up and drop-off times. It is advisable to over-estimate the length of your appointment, rather than under-estimate it, as part of the determination of your

needed pickup time. Please also let the dispatcher know if you will be accompanied by a personal care attendant, companion, or service animal.

2. Span does not provide pick-up service from public schools.
3. Please note that all scheduling requests can be made as early as 14 days prior or as late as one day prior (by 2:00 PM) to the date of service.
4. Same day call-ins, including unscheduled requests or will-calls for return trips, will not be accepted. Bus drivers are not permitted to make unscheduled trips or stops.

Scheduling

1. Span provides demand response service. We are a shared ride, public transportation service. As such, we will attempt to schedule your pick-up time as close to your requested time as possible, **but we are unable to guarantee requested times. This may require an earlier or later pickup, drop-off, or waiting time.**
2. You will receive a call/text from our automated service the evening prior to your ride, between 5:00 PM and 5:30 PM, informing you of your scheduled pick-up time. In addition, you will receive an "On the Way" notification via phone or text the day of your scheduled trip, approximately 20 minutes before the scheduled pick up/arrival time.
3. Due to traffic, weather, and other conditions beyond our control, ***the vehicle may arrive up to 15 minutes before or 15 minutes after your scheduled pick-up time, our 30-minute window.*** Once the bus has arrived, ***the driver will not wait more than 5 minutes*** for the scheduled passenger to board the bus.
4. Whenever possible, Span will attempt to notify passengers that the vehicle will be early or late beyond the 30-minute window, allowing passengers time to make other arrangements if the vehicle is unavoidably detained. If Span does not have a valid phone number for the passenger, we will be unable to notify the passenger of the scheduling issue. **It is the responsibility of the passenger to provide their updated contact information, as well as updated emergency contact information, to the Span Dispatch Office when changes occur.**
5. Riders should carry any necessary medications with them in the event there is a significant delay. Riders who use oxygen should make sure they have an adequate supply. Riders who are diabetic or hypoglycemic should bring a small snack. Consumption of food and/or drinks on the bus is strictly prohibited, except for rarely encountered, medically necessary reasons. Please speak with the driver before consuming food or drink on the bus.
6. Only trips with scheduled pick-up times will be entered on the daily schedules.
7. Subscription service is available to a limited number of passengers who travel to the same place at the same time every week. If a subscription slot is made available to a passenger, the passenger will automatically be placed on the schedule for those trips. Subscription passengers must notify the Span Dispatch Office if changes need to be made to their subscription schedule or if the subscription service should be cancelled. A

change in time, origination, or destination may change your eligibility for a subscription ride.

8. There may be times Span is unable to schedule service due to a variety of factors, including increased rider demand, capacity constraints, and staffing/scheduling limitations. However, we make every attempt to accommodate requested dates and times.

INCLEMENT WEATHER

Span, Inc. reserves the right to suspend, modify, or cancel service during times of hazardous weather conditions that have the potential to jeopardize the safety of our riders, drivers, or vehicles. If the roads are deemed unsafe by the Transportation Manager, we will not transport and you will not receive a confirmation call the night before.

In the event of severe winter weather, please check local news websites for updates.

SPAN LITTLE ELM FARES

The current fare for Little Elm riders is

- \$5.00 per one-way trip

Without exception, Span passengers must pay the one-way fare, to the bus driver PRIOR to the vehicle's departure. ParaPasses and cash are the only forms of payment accepted. Please have your ParaPass or the exact fare amount ready. Since the same bus/driver may not be providing the return trip, advance payments and round-trip payments are not permitted. Passengers shall pay the fare in **exact change** or with a ParaPass. Drivers cannot make change.

If you do not pay the correct fare, the driver is required to contact the Span Dispatch Office. A determination will be made, and the ride may be denied. In that case, a no-show may be notated on your account.

ParaPasses

A ParaPass is Span's electronic fare pass. Funds are applied to a passenger's ParaPass card by phoning Span's main office at 940-382-2224 with a valid credit card, by mail via check or money order, or in person between the hours of 9:00 AM and 4:30 PM, Monday through Friday, at 1800 Malone Street, Denton, TX 76201.

New requests for a ParaPass submitted by mail should include the address to which the ParaPass should be mailed, along with the requested amount of money that should be applied

to your account in the form of a check or money order made payable to Span, Inc. Please do not mail cash.

If the ParaPass is lost, please call Span's main office at 940-382-2224 for a replacement.

Gratuities and Tips

Drivers are not allowed to accept gratuities, tips, or gifts.

AIDES, COMPANIONS, AND ANIMALS

Aides/Personal Care Attendants (PCAs)

An aide is a social services attendant or personal care attendant (PCA) who is required to travel with a passenger, based on the disability certification. When an aide is required, the aide rides for free. The aide must be picked up and dropped off at the same address as the passenger. Riders who have a disability certification indicating an aide is required will not be transported if an aide is not accompanying them.

When a trip is scheduled, the Span Dispatch Office must be notified that an aide will be riding, so the aide can be placed on the schedule in addition to the passenger.

Under certain circumstances, Span may request that a passenger ride with an aide. Span does not provide aides.

Companions

A companion is anyone other than an aide who travels with a passenger. A companion will be required to pay a fare equivalent to the fare paid by the registered passenger. When a trip is scheduled, the Span Dispatch Office must be notified that a companion will be riding, so the companion can be placed on the schedule in addition to the passenger. Last-minute companion additions will be scheduled if there is availability on both the A and B legs.

Animals

Per FTA guidelines, a service animal is: *Any guide dog, signal dog, or other animal individually trained to work or perform tasks for an individual disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items.*

Guide dogs and other service animals are permitted on Span vehicles and are allowed to accompany passengers. Other small animals are also allowed, but they must be contained in an approved pet travel kennel and must be restrained in the kennel throughout the trip. When scheduling a trip, passengers must indicate that an animal will be accompanying the passenger. Control of the animal is the responsibility of the rider. If an animal's behavior creates a hazard or direct threat, the rider is responsible for any damages or injuries.

CANCELLATIONS, WAIT TIME, NO-SHOW, LATE CANCELLATION, AND PENALTIES

Span acknowledges that unavoidable situations may arise that result in a passenger needing to cancel or miss a scheduled trip. However, frequent and excessive late cancellation and/or no-show of scheduled trips negatively affects our ability to serve all our riders. Span's goal is to educate passengers on our policies as a means of reducing the incidences of late cancellations and/or no-shows.

Cancellations

If you need to cancel a trip, please call the Span Dispatch Office at 940-382-1900 as soon as possible.

Wait Time

Riders are expected to be ready to ride when the bus arrives. Span bus drivers will not wait longer than five (5) minutes from the arrival time for passengers to board the vehicle. If the vehicle arrives within the 30-minute ready window (15 minutes before to 15 minutes after the scheduled pick-up time), the passenger must board the vehicle within 5 minutes of arrival time. Passengers or their associates may not ask the bus driver to delay this five-minute interval under any circumstances; this is to assure the timely pick-up and transport of all Span passengers. See *Scheduling* section for more information.

No-Show

Failure to meet the vehicle within five (5) minutes from the time of arrival will constitute a no-show. If a passenger fails to cancel their trip within three (3) hours before the scheduled pick-up time, that will also be considered a no-show. A passenger is allowed two (2) no-shows per calendar month without penalty.

Span understands that some no-shows are beyond the rider's control and those instances will not be counted as no-shows. Potential examples of excused no-shows include:

- Family emergency

- The scheduled appointment was canceled or rescheduled for reasons that are not the fault of the rider
- Illness that prevents the rider from being able to call and cancel
- The Personal Care Attendant (PCA) did not arrive in time to assist the rider
- The rider's mobility device failed

Late Cancellation

If a passenger cancels their trip on the day of service but does not do so at least three (3) hours prior to the pick-up time, it will be considered a late cancellation. A passenger is allowed four (4) late cancellations per calendar month without penalty.

Subscription Service Changes

Subscription service riders should contact the Span Dispatch Office at 940-382-1900 as soon as possible if a ride is not needed on a normally scheduled day. Advance notifications allow us to plan changes to our schedules, avoid any no-show notations on your account, and schedule our other riders more efficiently.

Penalties

We would certainly prefer not to have to penalize anyone. However, behavior that inflicts disruption and inconvenience for our riders, drivers, and office staff will not be tolerated.

- Three (3) no-shows in a thirty (30)-day period will result in the suspension of services for one (1) week. In the event there are three (3) no-shows during a thirty (30)-day period a second time, services will be suspended for two (2) weeks. If the problem persists, services may be suspended indefinitely.
- Five (5) late cancellations in a (30)-day period may result in the suspension of services for one (1) week. If the problem persists, services may be suspended indefinitely.
- Span may impose reasonable penalties for any passenger who develops a pattern or practice of missing scheduled trips, including indefinite suspension of services.
- Subscription riders who face penalties may lose their subscription slot.

The suspension will go into effect seven (7) days after notification of the suspension has been made to the rider.

MOBILITY DEVICES

Span vehicles, in compliance with the ADA and the Federal Code of Regulations, are designed to carry passengers utilizing wheelchairs. A wheelchair is defined as a mobility aid belonging to any class of three or more-wheeled devices, usable indoors, designed for and used by individuals with mobility impairments, whether operated manually or powered. *All mobility devices must be secured by the Span driver and the device must face forward during transportation.*

Span reserves the right to deny service if the mobility device is unable to fit safely on the vehicle.

SEATBELTS AND RESTRAINTS

Span policy requires that all passengers wear seatbelts at all times for their own safety, as well as the safety of other passengers. All wheeled mobility devices must be properly secured at all times the Span vehicle is in operation.

CARRY-ON ITEMS

You may only board the vehicle with packages you are able to carry yourself and maintain control of at all times. No bulk items are allowed (i.e., cases of drinks, bulk paper products, large bags of pet food or bags of potting soil). Your packages cannot block the aisle, displace another rider, or otherwise create a safety hazard. Drivers do not assist riders with packages.

Priority Seating

Priority seating is made available on Span vehicles and is designated for the elderly and persons with a disability. Persons sitting in those locations who are not elderly or disabled may be asked to vacate their seat to make room for an individual with a disability. Priority seating and the securement areas are intended to accommodate riders with disabilities.

RIDER COURTESY AND CONDUCT

- Riders shall maintain appropriate, reasonable personal hygiene.
- Shirts and shoes or other footwear must be worn.
- Service animals accompanying other riders should not be pet without the permission of the owner.

To ensure the safety and comfort of all passengers and the driver, the following activities are prohibited on all vehicles. Persons who engage in these activities may be refused service.

- Playing radios or using other devices that make sound, without using headphones
- Smoking, including the use of electronic cigarettes
- Eating or drinking
- Consuming alcoholic beverages
- Using or possessing illegal drugs
- Using obscene or abusive language
- Indecent exposure or sexual conduct
- Harassment or bullying
- Violent, disruptive, or threatening behavior
- Shoving, pushing, or behaving in a disorderly manner
- Interfering with the driver
- Causing actual or potential damage to the vehicle

Span reserves the right to deny service, including removing the passenger from the bus, if the situation is determined to be unsafe for the passenger, other passengers, the driver, or the public.

TERMINATION OF SERVICES

If a passenger does not follow Span Inc.'s policies and guidelines, services will be terminated as follows:

- If feasible, a verbal warning will be given.
- If the verbal warning does not result in compliance, the passenger will receive a detailed, written warning concerning the area(s) of non-compliance and possible sanctions.
- If compliance is not achieved after the written warning, the passenger will be notified in writing that their use of Span's services is suspended for 30 days, with a statement of the reason(s) for suspension.
- Failure to follow Span Inc.'s policies and guidelines an additional time will result in permanent termination of services, effective immediately. The passenger will be notified in writing that their use of Span's services is permanently terminated, with a statement of the reason(s) for termination.

Span reserves the right to immediately terminate services without prior warning if a passenger poses a safety risk to themselves or any other person.

GRIEVANCE AND APPEAL PROCEDURES

1. Any individual has the option to appeal a suspension, termination, or rate eligibility determination. Appeals must be presented in writing within 30 days. Span's Executive Director will hear first appeals. Span service will not be suspended while the Span Executive Director is considering an appeal unless the suspension or termination resulted from behavior that was determined to pose a risk to the passenger or others. A decision will be made within two weeks (14 days). If the Executive Director upholds the determination, the individual may request that the matter be reviewed by a panel of Span board members, designated by the Span Board Chair.
2. If an individual requests an appeal of the Executive Director's decision, the Span board member panel will review all material submitted. A decision will be made within thirty (30) days. Span service will not be suspended while the Span board panel is considering an appeal unless the suspension or termination resulted from behavior that was determined to pose a risk to the passenger or others.
3. Span will notify the individual, in writing, of the Span board panel's ruling on all appeals. The notification will outline the ruling and the reason(s) for it.
4. Once the individual has been informed of the initial ruling or the ruling from an appeal, the determination will go into effect the following business day.
5. Span requires that all appeals be made within 30 days of notification of sanctions or eligibility determination.
6. All decisions made by the Span board panel are considered final.

Span Employees and the Span Board of Directors will strive to maintain an accommodation process that is cooperative rather than adversarial in nature, attempt to fulfill eligibility requests when possible, and will document all attempts at reasonable accommodations.

CUSTOMER COMPLAINTS

Span takes all complaints seriously and records, investigates, and responds to each complaint, including Americans with Disabilities Act (ADA) complaints. Span is committed to resolving complaints in a prompt and equitable manner.

Span reserves the right to extend the complaint investigation beyond in-person communication to include additional information sources, such as:

- Video recordings from on-board cameras and facility surveillance
- Recordings of telephone calls
- Written communications (paper and/or electronic, including faxed documents)
- System data including location tracking, dispatch records, and reservation notes and data input

- Driver manifests (paper and/or electronic)
- Interviews with transit agency employees or contractors and other riders who may be witnesses to the incident
- Any additional source determined to have relevance

Customer Complaint Process

Complaints concerning Span's demand response transportation service by passengers or caretakers of passengers, or any other authorized representative of the passenger should be reported to the Span Transportation Department by one of the following methods:

- Calling Span at 940-382-1900 and asking to speak to the Transportation Supervisor or Transportation Manager.
- Sending an email to span@span-transit.org.
- Mailing a letter to Span, Inc, Attn: Transportation Manager, 1800 Malone Street, Denton, TX 76201; or
- Sending a fax to the Transportation Supervisor or Transportation Manager at 940-383-8433.

When the complaint is reported, please include as much information as possible; including the nature of the complaint, date and time of the incident, the location where it took place, the names of the people involved (if known), and any other relevant information.

Service Complaint Form

Please see the last page of this document for a copy of our *Span, Inc. Transportation Service Complaint Form*. You can also complete the *Complaint Form* on our website, www.span-transit.org.

TITLE VI

Span operates its programs and services without regard to race, color, or national origin in accordance with Title VI of the Civil Rights Act. Any person who believes they have been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with Span.

For more information on Span's Title VI program, the procedures to file a complaint, or to file a complaint contact the Executive Director at 940-382-2224; email span@span-transit.org; or visit our administrative office at 1800 Malone Street, Denton, TX 76201. For more information, visit www.span-transit.org.

Span opera sus programas y servicios, sin distinción de raza, color u origen nacional, de conformidad con el Título VI de la Ley de Derechos Civiles. Cualquier persona que cree que él o ella ha sido perjudicada por una práctica discriminatoria ilegal bajo el Título VI, puede presentar una queja con Span.

Para obtener más información sobre Span 's Título VI programa, los procedimientos para presentar una queja, o para presentar una queja contacto el Director Ejecutivo al 940-382-2224; lapso de correo electrónico @ ñol.transit.org; o visite nuestra oficina administrativa en 1800 Malone Street, Denton, TX 76201. Para obtener más información, visite www.span-transit.org.

A complaint may also be filed directly with the:

Texas Department of Transportation, Attn: TxDOT-PTN, 125 E. 11th Street, Austin, TX 78701-2483, or

Federal Transit Administration, Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE Washington, DC, 20590.

If information is needed in another language, contact 940-382-2224. Para más información llame a este número 940-382-2224.



Span, Inc. Transportation Service Complaint Form

Date of Complaint _____

This complaint is being made by:

Client _____ Client Representative _____ Driver/Staff _____ Member of the Community _____

If you selected Client Representative, please list the client's name _____

Your Name _____ Telephone Number _____

Street Address _____ City _____ Zip Code _____

Email address _____

Date of issue that resulted in this complaint _____ Approx. time _____

Passenger Name _____ Vehicle Number _____

Driver/Employee Name _____ Route Number _____

Please explain the reason for your complaint and provide as much detail as possible:

Signature _____ Date _____

Mail to Span, Inc., Attn: Transportation Mgr., 1800 Malone St., Denton, TX 76201;

email to span@spantransit.org; or fax to 940-383-8433.

.....
Supervisor/Manager Response/Resolution to Complaint:

Supervisor/Manager Signature _____ Date _____



Date: 08/02/2022
Agenda Item #: 6. F.
Department: Administrative Services
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 Aubrey to Provide Jail Services for Class C Misdemeanor On-View Arrest and Municipal Warrants.**

DESCRIPTION:

The City of Aubrey has had their municipal jail vendor close for repairs and as a result has nowhere to house Class C Municipal prisoners. Aubrey has requested that the Town of Little Elm Police Department provide jail services.

Jail services provided by the Town of Little Elm to the City of Aubrey for Class C Misdemeanor On-View Arrest and Municipal Warrants would be at a rate of \$50.00 per prisoner unless at the order of the Aubrey Judge the prisoner is required to layout 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

Aubrey and Little Elm Jail ILA

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

**Jail Services City of Aubrey - Class C Misdemeanor On-View Arrest and
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 Aubrey., (hereinafter referred to as the "City of Aubrey") for Jail Services, (hereinafter referred to as the "Service"). (Town and The City of Aubrey 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 Aubrey hereby agree as follows:

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

11 Jail Services provided by the Town to the City of Aubrey for Class C Misdemeanor On-View arrest and 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 Aubrey 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 Aubrey 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 Aubrey's prisoners shall be provided by the City of Aubrey to the Town of Little Elm Jail.

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

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

- 2. SCHEDULE OF WORK.** The Town agrees to begin services beginning July 20, 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 Aubrey as follows:

Attention:	Mike English
Address:	107 E Elm St
City, State, Zip:	Aubrey, TX 76227

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 Aubrey 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 Aubrey, the Town and the City of Aubrey 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 Aubrey concerning the Service. There are no understandings or contracts regarding the Service other than those incorporated herein. This Agreement may not be modified except by an instrument in writing signed by the Parties.

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

If to Town:
Town of Little Elm
Rebecca Hunter
Purchasing Manager
100 W. Eldorado
Little Elm, TX 75068
Contracts@littleelm.org

If to City of Aubrey:
City of Aubrey
Charles Kreidler
Interim City
Manager
107 E Elm Street
Aubrey, TX 76227
kreidler@aubreytx.gov

12. LEGAL CONSTRUCTION. If any one or more of the provisions 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 Aubrey 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 AUBREY

By:

, Town Manager

ATTEST:

, Town Secretary

TOWN OF LITTLE ELM

CONSENT AGENDA INFORMATION SHEET:

COUNCIL MEETING DATE: July 19, 2022

PROJECT: Consider and Act on an Interlocal Agreement between the Town of Little Elm and the City of Aubrey to provide jail services for Class C Misdemeanor On-View Arrest and Municipal Warrants.

DESCRIPTION: The City of Aubrey has had their municipal jail vendor close for repairs and as a result has nowhere to house Class C Municipal prisoners. Aubrey has requested that the Town of Little Elm Police Department provide jail services.

Jail services provided by the Town of Little Elm to the City of Aubrey for Class C Misdemeanor On –View Arrest and Municipal Warrants would be at a rate of \$50.00 per prisoner unless at the order of the Aubrey Judge the prisoner is required to layout 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.

COST:

N/A

FUNDING:

N/A

SCHEDULE:

N/A

**RECOMMENDED
ACTION:**

Effective July 20, 2022 upon approval by Town Council.

ATTACHMENT:

It is recommended that Council approve the Interlocal Agreement.

TOWN CONTACT:

Copy of the proposed Interlocal Agreement between the Town of Little Elm and City of Aubrey.

Rodney Harrison, Police Chief
214-975-0460



Date: 08/02/2022
Agenda Item #: 6. G.
Department: Administrative Services
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 Town of Providence Village to Provide Jail Services for Class C Misdemeanor On-View Arrest and Municipal Warrants.**

DESCRIPTION:

Town of Providence Village has had their municipal jail vendor close for repairs and as a result has nowhere to house Class C Municipal prisoners. Town of Providence Village has requested that the Town of Little Elm Police Department provide jail services.

Jail services provided by the Town of Little Elm to Town of Providence Village for Class C Misdemeanor On –View Arrest and Municipal Warrants would be at a rate of \$50.00 per prisoner unless at the order of Town of Providence Village Judge the prisoner is required to layout 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, safeguarding personal property, providing meals and 24 hour monitoring.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Providence Village and Little Elm Jail Contract

Town of Little Elm, Texas
Standard Contract for Services

**Jail Services Town of Providence Village - Class C Misdemeanor On-View
Arrest and 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 Town of Providence Village, (hereinafter referred to as the " Town of Providence Village") for Jail Services, (hereinafter referred to as the "Service"). (Town and Town of Providence Village 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 Town of Providence Village hereby agree as follows:

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

11 Jail Services provided by the Town to the Town of Providence Village for Class C Misdemeanor On-View arrest and 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 Town of Providence Village 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 Town of Providence Village 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 Town of Providence Village's prisoners shall be provided by the Aubrey Police Department to the Town of Little Elm Jail.

- 13** Prisoner arraignment shall be the responsibility of the Town of Providence Village Municipal Court Judge or the Judge's designee. All cost associated with arraignment will be the responsibility of Town of Providence Village.

- 14** The Town of Providence Village will be responsible for collecting payment and processing fine/bond receipts associated with all of the Town of Providence Village's prisoners.

2. **SCHEDULE OF WORK.** The Town agrees to begin services beginning July 20, 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 Town of Providence Village as follows:

Attention:	Brian Roberson
Address:	1755 Main Street
City, State, Zip:	Providence Village, TX 76227

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 Town of Providence Village 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 Town of Providence Village, the Town and Town of Providence Village 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 Town of Providence Village concerning the Service. There are no understandings or contracts regarding the Service other than those incorporated herein. This Agreement may not be modified except by an instrument in writing signed by the Parties.
- 11. NOTICES.** All notices and communications concerning this Agreement are to be mailed or delivered to the addresses shown below unless and until the other Party is otherwise notified in writing of a different address:

If to Town:
Town of Little Elm
Rebecca Hunter
Purchasing Manager
100 W. Eldorado
Little Elm, TX 75068
Contracts@littleelm.org

If to the Town of
Providence Village:
Brian Roberson
Town Manager
1755 Main Street
Providence Village, TX 76227
broberson@pvtx.gov

- 12. LEGAL CONSTRUCTION.** If any one or more of the provisions 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 Town of Providence Village 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.

Town of Providence Village

By:

, Town Manager

ATTEST:

, Town Secretary

TOWN OF LITTLE ELM

CONSENT AGENDA INFORMATION SHEET:

COUNCIL MEETING DATE: July 19, 2022

PROJECT: Consider and Act on an Interlocal Agreement between the Town of Little Elm and the Town of Providence Village to provide jail services for Class C Misdemeanor On-View Arrest and Municipal Warrants.

DESCRIPTION: Town of Providence Village has had their municipal jail vendor close for repairs and as a result has nowhere to house Class C Municipal prisoners. Town of Providence Village has requested that the Town of Little Elm Police Department provide jail services.

Jail services provided by the Town of Little Elm to Town of Providence Village for Class C Misdemeanor On –View Arrest and Municipal Warrants would be at a rate of \$50.00 per prisoner unless at the order of Town of Providence Village Judge the prisoner is required to layout 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, safeguarding personal property, providing meals and 24 hour monitoring.

COST:

FUNDING: N/A

SCHEDULE: N/A

RECOMMENDED ACTION: N/A

Effective July 20, 2022 upon approval by Town Council.

ATTACHMENT:

It is recommended that Council approve the Interlocal Agreement.

TOWN CONTACT:

Copy of the proposed Interlocal Agreement between the Town of Little Elm and Town of Providence Village.

Rodney Harrison, Police Chief
214-975-0460



Date: 08/02/2022
Agenda Item #: 6. H.
Department: Finance
Strategic Goal: Provide a safe and welcoming environment for Little Elm residents and visitors
Staff Contact: Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Consider Action to Approve **Expenditure of Funds with Russell Rodriguez Hyde Bullock, LLP for Public Safety Legal Services, in the Estimated Amount of \$65,000.**

DESCRIPTION:

The Town engaged with this firm in December 2021 for a review of Public Safety procedures regarding use of force and has authorized approximately \$46,000 to date. It is expected that additional funds will be needed to finalize the project, in the estimated total amount of \$65,000.

BUDGET IMPACT:

Funding has been identified and is funded in the current General Fund operations budget.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Agreement

Russell Rodriguez Hyde Bullock LLP

1633 Williams Drive, Building 2, Suite 200, Georgetown, Texas 78628

ENGAGEMENT AGREEMENT

This agreement sets forth the standard terms of our engagement as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this agreement carefully and contact us promptly if you have any questions. Please retain this agreement in your file.

Identity of Client. We will be representing the interests of the Town of Little Elm, Texas, its appointed officials, employees, and any other representative of the entity in their employed capacity (hereinafter referred to as Client”) as directed by the Client.

Attorneys. Russell Rodriguez Hyde Bullock LLP is engaged by you as your attorneys, and I, George E. Hyde, will be the partner who will coordinate and supervise the services we perform on your behalf. We routinely delegate selected responsibilities to other persons in our Firm when, because of special expertise, time availability or other reasons, they are in a better position to carry them out. In addition, we will try, where feasible and appropriate, to delegate tasks to persons who can properly perform them at the least cost to you.

The Scope of Our Work. You should have a clear understanding of the legal services we will provide. We will provide services related only to matters as to which we have been specifically engaged. Although in the future we may from time to time be employed and assigned to other matters, our present relationship pursuant to this agreement is limited to representing the above-named Client in matters “as assigned by the Client” with the first assignment being to perform an external investigative inquiry into the School Disturbance Incident and provide related and necessary legal advice. We will act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

Fees for Legal Services. Our charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill required to deal with those questions, time limitations imposed by the circumstances, the amount involved, and the results obtained. Unless otherwise indicated in writing, our fees for legal services are determined based on the hourly rates of the respective lawyers and other timekeepers who perform the services. These rates vary depending on the expertise and experience of the individual and the area of practice necessary to complete the assignment. We adjust these rates annually, to reflect experience, expertise, and current economic conditions. We will notify you in writing if this fee structure is modified. The initial agreed billing rates for attorneys and other timekeepers engaged on your work are attached as Exhibit A.

Other Charges. All out-of-pocket expenses (such as copying charges, travel expenses, messenger expenses, filing and other court costs, and the like) incurred by us in connection with our representation of you will be billed to you as a separate item on your statement. A description of the most common expenses is included as Exhibit B and agreed to as part of this agreement.

Billing Procedures and Terms of Payment. Our billing period begins on the 1st of the month and ends on the last day of that month. We will render periodic invoices to you for legal services and expenses. We usually mail these periodic invoices on or before the tenth business day of the month following the latest date covered in the statement. Each invoice is due upon receipt, must be paid in U.S. Dollars, and is considered delinquent if not paid in full within the month it is issued. Payment must be made to the Firm at 1633 Williams Drive, Building 2, Suite 200, Georgetown Texas, 78628. We will include all information reasonably requested by you on all invoices and will reference any purchase order number (as necessary) provided by you. Payment and interest, if any, will comply with the Prompt Payment Act (Texas Government Code Chapter 2251), if applicable, for any final invoices. If you have any question or disagreement about any invoice that we submit to you for payment, please contact me at your earliest convenience so that we can resolve any problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

Termination of Services. You have the right at any time to terminate our employment upon written notice to us, and if you do, we will immediately cease to render additional services. We reserve the right to discontinue work on pending matters or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent, subject to Court approval if necessary. If you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the status of your matter. No termination, whether by you or by us, will relieve you of the obligation to pay fees and expenses incurred prior to such termination.

Retention of Documents. Although we generally attempt to retain for a reasonable time copies of most documents in the possession of this Firm related to the matter(s) assigned, we are not obligated to do so indefinitely, and we hereby expressly disclaim any responsibility or liability for failure to do so. We generally attempt to furnish copies of all documents and significant correspondence to you at the time they are created or received, and you agree to retain all originals and copies of documents you desire among your own files for future reference. This document serves as notice to you that we will destroy such materials in accordance with the Firm's record retention policy, which may be amended from time to time and a copy of which will be provided at your request. It is our Firm's policy to destroy all copies, whether in paper or electronic form, of materials in connection with the representation four (4) years after the completion of our work relating to this engagement or the completion of a particular project under this engagement, unless and to the extent an exception recognized in our document retention policy or other legal requirement applies to some or all the subject materials and requires retention for a longer period of time. The Firm also reserves the discretion to retain its records of pertinent documents relating to its ongoing representation of a client, e.g., in a general counsel capacity. If you would like to obtain copies of materials in the Firm's possession related to this matter prior to the scheduled destruction of the materials, please notify the Firm. For this reason, you will have been furnished with copies of all relevant materials contained in our files during the course of the active phase of our representation, if you later ask us to retrieve and deliver materials contained in a file that has

been closed, you agree that we will be entitled to be paid a reasonable charge based on time and materials for the cost of retrieving the file, and identifying, reproducing, and delivering the requested materials to you.

Fee Estimates. We are often requested to estimate the amount of fees and costs likely to be incurred in connection with particular matters. Our attorneys do their best to estimate fees and expenses for a particular matter, when asked to do so. However, an estimate is just that: the fees and expenses required are ultimately a function of many conditions over which we have little to no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a significant degree upon the desires of the Client and the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us will be subject to your agreement and understanding that such estimates do not constitute maximum or fixed-fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without giving effect to its choice of law provisions. Venue of any case or controversy arising under or pursuant to this Agreement will be exclusively in Williamson County, Texas, United States of America.

Standards of Professionalism and Attorney Complaint Information. Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we hereby advise you that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in the State of Texas. Information on the grievance procedure is available from the State Bar of Texas, and any questions you have about the disciplinary process should be addressed to the Office of the General Counsel of the State Bar of Texas, which you may call toll free at 1-800-932-1900.

Questions. If you have any questions from time to time about any aspect of our arrangements, please feel free to raise those questions. We want to proceed in our work for you with your clear and satisfactory understanding about every aspect of our billing and payment policies; and we encourage an open and frank discussion of any or all the matters addressed in this agreement.

Acceptance of Terms. If this arrangement is acceptable, please sign and return a duplicate original of this agreement to us at your earliest convenience. If Town Council approval is necessary, please place this matter on an upcoming agenda for Town Council approval or ratification and provide us with a copy of the minutes or resolution approving the engagement on behalf of the governing body. We truly appreciate the opportunity to be of service to you and look forward to working with you in a mutually beneficial relationship.

Counterparts. To facilitate execution, this Agreement may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all Parties hereto be contained on any one counterpart herein. Transmission by facsimile or other electronic format (e.g. PDF via email) shall be deemed to be an original executed agreement.

Capacity to Execute Agreement. Any representatives executing this Agreement on behalf of any other entity, each independently represent, warrant and contract individually that he or she possesses

the right and actual authority, as defined by law, to execute this Agreement and thereby fully bind the party represented to the terms and obligations contained herein.

Acceptance of Terms. If this arrangement is acceptable to Client, please sign and return a duplicate original of this agreement to us at your earliest convenience. We truly appreciate the opportunity to be of service to you and look forward to working with you in a mutually beneficial relationship to fulfill your legal needs.

Sincerely,


Russell Rodriguez Hyde Bullock, LLP



George E. Hyde
Partner

AGREED TO AND ACCEPTED BY:

Town of Little Elm, Texas

By: 
Matt Mueller

Effective Date: **December 14, 2021**

Title: Town Manager

Exhibit A- Fee Rates

Fees for our services vary based on the individual and area of practice for this engagement are:

Governmental Entity Special Counsel Rates:

Partner	\$265
Senior Associate/Of Counsel*	\$235
Associate Attorney	\$215
Paralegal Support	\$145

*An attorney licensed for over 15 years or more.

Exhibit B-Client Costs Advanced

The firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of outside technology or copy facilities, and other cases may not be so paper intensive. Routine miscellaneous expenses related to our legal services provided within the firm are not charged directly to the client. Client specific expenses are billed to the client needing those services. An explanation of the billing structure is as follows:

Administrative Expenses Fee

A three percent (3%) administrative expense fee shall be added to each monthly invoice to cover all routine expenses (i.e. in-office copies and printing, first-class mailings, telephone, facsimile, local mileage, software licensing and legal research service costs, etc.). All non-routine out-of-pocket expenses (i.e. out-of-office copying charges, travel and lodging expenses outside the Austin Metropolitan Service Area, messenger expenses, court filing costs and other court costs, expert fees, and the like) incurred by us in connection with our representation of you will be either set up to be paid directly by you or billed to you as a separate item on your statement at actual cost, with no handling or mark-up fee.

Not Charged

Secretarial and word processing time, file setup expenses, file storage expenses, local or ordinary long-distance charges, fax charges and computerized legal research data charges, are not charged to you unless agreed to in advance in extraordinary circumstances.

Delivery Services

Outside delivery services are used for pickup and delivery of documents to the client as well as to courts, agencies, and opposing parties. Outside delivery fees are charged to the client at the rate charged to the firm. Overnight delivery services are also charged at the rate charged to the firm.

Postage

Our postal equipment calculates exact U.S. postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed. We will not charge clients for postage on routine correspondence; however, the cost of large-volume mail, or other additional mail services will be charged to the client.

Copies and Prints

If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the firm.

Travel

Attorney and other timekeeper time spent traveling on behalf of a client is billed to the client. Hotel, meals, local transportation, and similar reasonable expenses are charged to the client based on receipts and travel expenses submitted by the employee. Documentation is available to the client if requested. Mileage is charged at the then current IRS reimbursement rate and paid to the employee incurring the cost.

Other Expenses

Expenses incurred with outside providers in connection with the client's legal services will be paid by the client directly to the outside provider unless specifically arranged in advance. If the firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the firm. Examples of such charges include court reporter fees, filing fees, newspaper charges for publication notices, expert witness fees, consultants, and other similar expenses.



Date: 08/02/2022
Agenda Item #: 6. I.
Department: Finance
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to Accept the **Submission of the 2022 No-New-Revenue Tax Rate of \$0.568265 per \$100 Taxable Value and the Voter-Approval Tax Rate of \$0.629900 per \$100 Taxable Value.**

DESCRIPTION:

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

All taxing units that levied property taxes in 2021 and intend to levy them in 2022 must calculate a no-new-revenue tax rate and a voter-approval tax rate. Although the actual calculation is more detailed, the Town's no-new-revenue tax rate is generally equal to the prior year's taxes divided by the current taxable value of properties that were also on the tax roll in the prior year.

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

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

State law also requires municipalities to publish the no-new-revenue tax rate and a voter-approval tax rate, and to hold one public hearing if the proposed tax rate exceeds the lower of the no-new-revenue or voter-approval tax rate. Because the Town's proposed tax rate of \$0.629900 is higher than the no-new-revenue tax rate of \$0.568265, the Town is required to hold one public hearing on the tax rate.

Tax rate calculation worksheet is attached.

BUDGET IMPACT:

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

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

TOLE 2022 Tax Rate Calculation

2022 Tax Rate Calculation Notice

Taxing Unit Name: Town of Little Elm

Attached are the following documents:

No New Revenue and Voter Approval Tax Rate Worksheets

Notice of Tax Rates (required to be posted on taxing unit website)

Approving Rates: Section 8 on worksheet shows the following rates

No New Revenue Rate

Voter Approval Rate

Di Minimis Rate (if applicable)

Please review these documents carefully and notify our office of any changes that need to be made. If any changes are made, our office will send out new documents including the revisions. Once you are satisfied that the calculation is correct, please sign this document stating that you approve the calculation worksheet that is attached to this document.

Proposed M&O 0.486416 (Maintenance & Operation Rate)

Proposed I&S 0.143484 (Interest & Sinking or Debt Rate)
(proposed I&S rate must match line 48 on worksheet)

Proposed Total Rate 0.629900

As a representative of Town of Little Elm, I approve the Tax Rate Calculation and have provided the proposed tax rate for the taxing entity listed above.

Kelly Wilson
Printed name

Kelly Wilson
Signature

7/28/2022
Date

2022 Tax Rate Calculation Worksheet

Taxing Units Other Than School Districts or Water Districts

Form 50-856

TOWN OF LITTLE ELM

Taxing Unit Name

100 W Eldorado Parkway Little Elm TX 75068

Taxing Unit's Address, City, State, ZIP Code

214-975-0415

Phone (area code and number)

WWW.LITTLEELM.ORG

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	2021 total taxable value. Enter the amount of 2021 taxable value on the 2021 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). ¹	\$ 5,170,200,966
2.	2021 tax ceilings. Counties, cities and junior college districts. Enter 2021 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2021 or a prior year for homeowners age 65 or older or disabled, use this step. ²	\$ 334,594,359
3.	Preliminary 2021 adjusted taxable value. Subtract Line 2 from Line 1.	\$ 4,835,606,607
4.	2021 total adopted tax rate.	\$ 0.643948 /\$100
5.	2021 taxable value lost because court appeals of ARB decisions reduced 2021 appraised value. A. Original 2021 ARB values: \$ 254,557,580 B. 2021 values resulting from final court decisions: - \$ 236,063,178 C. 2021 value loss. Subtract B from A. ³	\$ 18,494,402
6.	2021 taxable value subject to an appeal under Chapter 42, as of July 25. A. 2021 ARB certified value: \$ 25,933,402 B. 2021 disputed value: - \$ 5,186,680 C. 2021 undisputed value. Subtract B from A. ⁴	\$ 20,746,722
7.	2021 Chapter 42 related adjusted values. Add Line 5C and Line 6C.	\$ 39,241,124

¹ Tex. Tax Code § 26.012(14)

² Tex. Tax Code § 26.012(14)

³ Tex. Tax Code § 26.012(13)

⁴ Tex. Tax Code § 26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
8.	2021 taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$ 4,874,847,731
9.	2021 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2021. Enter the 2021 value of property in deannexed territory. ⁵	\$ 0
10.	2021 taxable value lost because property first qualified for an exemption in 2022. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2022 does not create a new exemption or reduce taxable value. A. Absolute exemptions. Use 2021 market value:..... \$ 250,076 B. Partial exemptions. 2022 exemption amount or 2022 percentage exemption times 2021 value:..... + \$ 5,807,378 C. Value loss. Add A and B. ⁶	\$ 6,057,454
11.	2021 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2022. Use only properties that qualified in 2022 for the first time; do not use properties that qualified in 2021. A. 2021 market value: \$ 0 B. 2022 productivity or special appraised value: - \$ 0 C. Value loss. Subtract B from A. ⁷	\$ 0
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$ 6,057,454
13.	2021 captured value of property in a TIF. Enter the total value of 2021 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which 2021 taxes were deposited into the tax increment fund. ⁸ If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 297,771,542
14.	2021 total value. Subtract Line 12 and Line 13 from Line 8.	\$ 4,571,018,735
15.	Adjusted 2021 total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$ 29,434,983
16.	Taxes refunded for years preceding tax year 2021. Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2021. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2021. This line applies only to tax years preceding tax year 2021. ⁹	\$ 98,212
17.	Adjusted 2021 levy with refunds and TIF adjustment. Add Lines 15 and 16. ¹⁰	\$ 29,533,195
18.	Total 2022 taxable value on the 2022 certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. ¹¹ A. Certified values: \$ 5,912,000,447 B. Counties: Include railroad rolling stock values certified by the Comptroller's office: + \$ C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property:..... - \$ 0 D. Tax increment financing: Deduct the 2022 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2022 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below. ¹² - \$ 402,918,116 E. Total 2022 value. Add A and B, then subtract C and D.	\$ 5,509,082,331

⁵ Tex. Tax Code § 26.012(15)⁶ Tex. Tax Code § 26.012(15)⁷ Tex. Tax Code § 26.012(15)⁸ Tex. Tax Code § 26.03(c)⁹ Tex. Tax Code § 26.012(13)¹⁰ Tex. Tax Code § 26.012(13)¹¹ Tex. Tax Code § 26.012, 26.04(c-2)¹² Tex. Tax Code § 26.03(c)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	Total value of properties under protest or not included on certified appraisal roll. ¹³	
	A. 2022 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. ¹⁴	\$ 492,067,136
	B. 2022 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. ¹⁵	+ \$ 0
	C. Total value under protest or not certified. Add A and B.	\$ 492,067,136
20.	2022 tax ceilings. Counties, cities and junior colleges enter 2022 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2021 or a prior year for homeowners age 65 or older or disabled, use this step. ¹⁶	\$ 417,855,099
21.	2022 total taxable value. Add Lines 18E and 19C. Subtract Line 20. ¹⁷	\$ 5,583,294,368
22.	Total 2022 taxable value of properties in territory annexed after Jan. 1, 2021. Include both real and personal property. Enter the 2022 value of property in territory annexed. ¹⁸	\$ 12,831,571
23.	Total 2022 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2021. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2021 and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2022. ¹⁹	\$ 373,382,850
24.	Total adjustments to the 2022 taxable value. Add Lines 22 and 23.	\$ 386,214,421
25.	Adjusted 2022 taxable value. Subtract Line 24 from Line 21.	\$ 5,197,079,947
26.	2022 NNR tax rate. Divide Line 17 by Line 25 and multiply by \$100. ²⁰	\$ 0.568265 /\$100
27.	COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the 2022 county NNR tax rate. ²¹	\$ /\$100

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

- Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	2021 M&O tax rate. Enter the 2021 M&O tax rate.	\$ 0.524035 /\$100
29.	2021 taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 4,874,847,731

¹³ Tex. Tax Code § 26.01(c) and (d)

¹⁴ Tex. Tax Code § 26.01(c)

¹⁵ Tex. Tax Code § 26.01(d)

¹⁶ Tex. Tax Code § 26.012(6)(B)

¹⁷ Tex. Tax Code § 26.012(6)

¹⁸ Tex. Tax Code § 26.012(17)

¹⁹ Tex. Tax Code § 26.012(17)

²⁰ Tex. Tax Code § 26.04(c)

²¹ Tex. Tax Code § 26.04(d)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
30.	Total 2021 M&O levy. Multiply Line 28 by Line 29 and divide by \$100	\$ 25,545,908
31.	Adjusted 2021 levy for calculating NNR M&O rate. A. M&O taxes refunded for years preceding tax year 2021. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2021. This line applies only to tax years preceding tax year 2021. + \$ 78,216 B. 2021 taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2022 captured appraised value in Line 18D, enter 0. - \$ 1,199,510 C. 2021 transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- \$ 0 D. 2021 M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. \$ -1,121,294 E. Add Line 30 to 31D.	\$ 24,424,614
32.	Adjusted 2022 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 5,197,079,947
33.	2022 NNR M&O rate (unadjusted). Divide Line 31E by Line 32 and multiply by \$100.	\$ 0.469968 /\$100
34.	Rate adjustment for state criminal justice mandate. ²³ A. 2022 state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ 0 B. 2021 state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. - \$ 0 C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0/\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0/\$100
35.	Rate adjustment for indigent health care expenditures. ²⁴ A. 2022 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state assistance received for the same purpose. \$ 0 B. 2021 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state assistance received for the same purpose. - \$ 0 C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0/\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0/\$100

²² [Reserved for expansion]²³ Tex. Tax Code § 26.044²⁴ Tex. Tax Code § 26.0441

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
36.	Rate adjustment for county indigent defense compensation. ²⁵	
	A. 2022 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state grants received by the county for the same purpose	\$ 0
	B. 2021 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state grants received by the county for the same purpose.	\$ 0
	C. Subtract B from A and divide by Line 32 and multiply by \$100.	\$ 0/\$100
	D. Multiply B by 0.05 and divide by Line 32 and multiply by \$100.	\$ 0/\$100
	E. Enter the lesser of C and D. If not applicable, enter 0.	\$ 0/\$100
37.	Rate adjustment for county hospital expenditures. ²⁶	
	A. 2022 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2021 and ending on June 30, 2022.	\$ 0
	B. 2021 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2020 and ending on June 30, 2021.	\$ 0
	C. Subtract B from A and divide by Line 32 and multiply by \$100.	\$ 0/\$100
	D. Multiply B by 0.08 and divide by Line 32 and multiply by \$100.	\$ 0/\$100
	E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.	\$ 0/\$100
38.	Rate adjustment for defunding municipality. This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code 26.0444 for more information.	
	A. Amount appropriated for public safety in 2021. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year	\$ 0
	B. Expenditures for public safety in 2021. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year	\$ 0
	C. Subtract B from A and divide by Line 32 and multiply by \$100	\$ 0/\$100
	D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0/\$100
39.	Adjusted 2022 NNR M&O rate. Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.	\$ 0.469968/\$100
40.	Adjustment for 2021 sales tax specifically to reduce property values. Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in 2021 should complete this line. These entities will deduct the sales tax gain rate for 2022 in Section 3. Other taxing units, enter zero.	
	A. Enter the amount of additional sales tax collected and spent on M&O expenses in 2021, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent	\$ 0
	B. Divide Line 40A by Line 32 and multiply by \$100	\$ 0/\$100
	C. Add Line 40B to Line 39.	\$ 0.469968/\$100
41.	2022 voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below. Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08. - or - Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.	\$ 0.486416/\$100

²⁵ Tex. Tax Code § 26.0442²⁶ Tex. Tax Code § 26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D41.	Disaster Line 41 (D41): 2022 voter-approval M&O rate for taxing unit affected by disaster declaration. If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or 2) the third tax year after the tax year in which the disaster occurred If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. ²⁷ If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).	\$ _____ /\$100
42.	Total 2022 debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year, and (4) are not classified in the taxing unit's budget as M&O expenses. A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. ²⁸ Enter debt amount \$ 8,690,561 B. Subtract unencumbered fund amount used to reduce total debt. - \$ 0 C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none) : - \$ 0 D. Subtract amount paid from other resources - \$ 0 E. Adjusted debt. Subtract B, C and D from A.	\$ 8,690,561
43.	Certified 2021 excess debt collections. Enter the amount certified by the collector. ²⁹	\$ 679,408
44.	Adjusted 2022 debt. Subtract Line 43 from Line 42E.	\$ 8,011,153
45.	2022 anticipated collection rate. A. Enter the 2022 anticipated collection rate certified by the collector. ³⁰ 100.00 % B. Enter the 2021 actual collection rate. 100.03 % C. Enter the 2020 actual collection rate. 99.17 % D. Enter the 2019 actual collection rate. 99.84 % E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. ³¹	100.00 %
46.	2022 debt adjusted for collections. Divide Line 44 by Line 45E.	\$ 8,011,153
47.	2022 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 5,583,294,368
48.	2022 debt rate. Divide Line 46 by Line 47 and multiply by \$100.	\$ 0.143484 /\$100
49.	2022 voter-approval tax rate. Add Lines 41 and 48.	\$ 0.629900 /\$100
D49.	Disaster Line 49 (D49): 2022 voter-approval tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.	\$ _____ /\$100

²⁷ Tex. Tax Code § 26.042(a)²⁸ Tex. Tax Code § 26.012(7)²⁹ Tex. Tax Code § 26.012(10) and 26.04(b)³⁰ Tex. Tax Code § 26.04(b)³¹ Tex. Tax Code §§ 26.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
50.	COUNTIES ONLY. Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2022 county voter-approval tax rate.	\$ 0.000000 /\$100

SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	Taxable Sales. For taxing units that adopted the sales tax in November 2021 or May 2022, enter the Comptroller's estimate of taxable sales for the previous four quarters. ³² Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2021, enter 0.	\$ 0
52.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ³³ Taxing units that adopted the sales tax in November 2021 or in May 2022. Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ³⁴ - or - Taxing units that adopted the sales tax before November 2021. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ 0
53.	2022 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 5,583,294,368
54.	Sales tax adjustment rate. Divide Line 52 by Line 53 and multiply by \$100.	\$ 0 /\$100
55.	2022 NNR tax rate, unadjusted for sales tax. ³⁵ Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.568265 /\$100
56.	2022 NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November 2021 or in May 2022. Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November 2021.	\$ 0.568265 /\$100
57.	2022 voter-approval tax rate, unadjusted for sales tax. ³⁶ Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.629900 /\$100
58.	2022 voter-approval tax rate, adjusted for sales tax. Subtract Line 54 from Line 57.	\$ 0.629900 /\$100

SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ³⁷ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ³⁸	\$ 0
60.	2022 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 5,583,294,368
61.	Additional rate for pollution control. Divide Line 59 by Line 60 and multiply by \$100.	\$ 0 /\$100
62.	2022 voter-approval tax rate, adjusted for pollution control. Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	\$ 0.629900 /\$100

³² Tex. Tax Code § 26.041(d)

³³ Tex. Tax Code § 26.041(i)

³⁴ Tex. Tax Code § 26.041(d)

³⁵ Tex. Tax Code § 26.04(c)

³⁶ Tex. Tax Code § 26.04(c)

³⁷ Tex. Tax Code § 26.045(d)

³⁸ Tex. Tax Code § 26.045(i)

SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate before the unused increment rate for the prior three years.³⁹ In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the unused increment rate for that year would be zero.

The difference between the adopted tax rate and voter-approval tax rate is considered zero in the following scenarios:

- a tax year before 2020;⁴⁰
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);⁴¹ or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.⁴²

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.⁴³

Line	Unused Increment Rate Worksheet	Amount/Rate
63.	2021 unused increment rate. Subtract the 2021 actual tax rate and the 2021 unused increment rate from the 2021 voter-approval tax rate. If the number is less than zero, enter zero.	\$ _____ 0/\$100
64.	2020 unused increment rate. Subtract the 2020 actual tax rate and the 2020 unused increment rate from the 2020 voter-approval tax rate. If the number is less than zero, enter zero.	\$ _____ 0.000000/\$100
65.	2019 unused increment rate. Subtract the 2019 actual tax rate and the 2019 unused increment rate from the 2019 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	\$ _____ 0/\$100
66.	2022 unused increment rate. Add Lines 63, 64 and 65.	\$ _____ 0.000000/\$100
67.	2022 voter-approval tax rate, adjusted for unused increment rate. Add Line 66 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control).	\$ _____ 0.629900/\$100

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.⁴⁴

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.⁴⁵

Line	De Minimis Rate Worksheet	Amount/Rate
68.	Adjusted 2022 NNR M&O tax rate. Enter the rate from Line 39 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ _____ 0.469968/\$100
69.	2022 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____ 5,583,294,368
70.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 69 and multiply by \$100.	\$ _____ 0.008955/\$100
71.	2022 debt rate. Enter the rate from Line 48 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ _____ 0.143484/\$100
72.	De minimis rate. Add Lines 68, 70 and 71.	\$ _____ 0.622407/\$100

SECTION 7: Voter-Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.⁴⁶

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year.⁴⁷

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.

³⁹ Tex. Tax Code § 26.013(a)

⁴⁰ Tex. Tax Code § 26.013(c)

⁴¹ Tex. Tax Code §§ 26.0501(a) and (c)

⁴² Tex. Local Gov't Code § 120.007(d), effective Jan. 1, 2022

⁴³ Tex. Tax Code § 26.063(a)(1)

⁴⁴ Tex. Tax Code § 26.012(8-a)

⁴⁵ Tex. Tax Code § 26.063(a)(1)

⁴⁶ Tex. Tax Code § 26.042(b)

⁴⁷ Tex. Tax Code § 26.042(f)

This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
73.	2021 adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.643948 / \$100
74.	Adjusted 2021 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. If a disaster occurred in 2021 and the taxing unit calculated its 2021 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2021 worksheet due to a disaster, enter the 2021 voter-approval tax rate as calculated using a multiplier of 1.035 from Line 49. - or - If a disaster occurred prior to 2021 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2021, complete the separate <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2021 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the year(s) following the disaster. ⁴⁸ Enter the final adjusted 2021 voter-approval tax rate from the worksheet. - or - If the taxing unit adopted a tax rate above the 2021 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	\$ 0 / \$100
75.	Increase in 2021 tax rate due to disaster. Subtract Line 74 from Line 73.	\$ 0.643948 / \$100
76.	Adjusted 2021 taxable value. Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 4,571,018,735
77.	Emergency revenue. Multiply Line 75 by Line 76 and divide by \$100.	\$ 29,434,983
78.	Adjusted 2022 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 5,197,079,947
79.	Emergency revenue rate. Divide Line 77 by Line 78 and multiply by \$100. ⁴⁹	\$ 0 / \$100
80.	2022 voter-approval tax rate, adjusted for emergency revenue. Subtract Line 79 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 67 (taxing units with the unused increment rate).	\$ 0.629900 / \$100

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate.	\$ 0.568265 / \$100
As applicable, enter the 2022 NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax). Indicate the line number used: <u>26</u>	
Voter-approval tax rate.	\$ 0.629900 / \$100
As applicable, enter the 2022 voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 67 (adjusted for unused increment), or Line 80 (adjusted for emergency revenue). Indicate the line number used: <u>50</u>	
De minimis rate.	\$ 0.622407 / \$100
If applicable, enter the 2022 de minimis rate from Line 72.	

SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in Tax Code. ⁵⁰

print here → Kelly Wilson
Printed Name of Taxing Unit Representative

sign here → [Signature]
Taxing Unit Representative

Date 7/28/2022

⁴⁸ Tex. Tax Code §26.042(c)

⁴⁹ Tex. Tax Code §26.042(b)

⁵⁰ Tex. Tax Code §§ 26.04(c-2) and (d-2)

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

Notice about 2022 Tax Rates

Property tax rates in TOWN OF LITTLE ELM.

This notice concerns the 2022 property tax rates for TOWN OF LITTLE ELM. This notice provides information about two tax rates used in adopting the current tax year's tax rate. The no-new-revenue tax rate would impose the same amount of taxes as last year if you compare properties taxed in both years. In most cases, the voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. In each case, these rates are calculated by dividing the total amount of taxes by the current taxable value with adjustments as required by state law. The rates are given per \$100 of property value.

This year's no-new-revenue tax rate	\$0.568265/\$100
This year's voter-approval tax rate	\$0.629900/\$100

To see the full calculations, please visit for a copy of the Tax Rate Calculation Worksheet.

Unencumbered Fund Balances

The following estimated balances will be left in the taxing unit's accounts at the end of the fiscal year. These balances are not encumbered by corresponding debt obligation.

Type of Fund	Balance
GENERAL FUND	32,412,798
GENERAL DEBT SERVICE FUND	1,073,555

Current Year Debt Service

The following amounts are for long-term debts that are secured by property taxes. These amounts will be paid from upcoming property tax revenues (or additional sales tax revenues, if applicable).

Description of Debt	Principal or Contract Payment to be Paid from Property Taxes	Interest to be Paid from Property Taxes	Other Amounts to be Paid	Total Payment
SERIES 2014 GO REF-\$4.5M	140,000	37,750	1,000	178,750
2012 GO REF BONDS-\$6.985M	170,000	5,100	1,000	176,100
GO REF SERIES 2012A	195,000	21,318	1,000	217,318
CO SERIES 2012- \$6M	290,000	116,700	1,000	407,700
CO SERIES 2013 \$3M	150,000	67,925	1,000	218,925
2015 CO \$9.66M	435,000	206,337	1,000	642,337
2016 REF GO- \$6.72M	655,000	83,618	1,000	739,618
2018 CO \$15.46M	485,000	408,731	1,000	894,731
2019 REF GO	690,000	179,600	1,000	870,600
2019 CO \$ PRIN	250,000	206,000	1,000	457,000
2020 GO REFI-\$5.725M	540,000	48,276	1,000	589,276
2020 CO- \$4.085M	165,000	87,600	1,000	253,600
2021 CO PRIN- \$15M	475,000	429,868	1,000	905,868
2022 CO PRINT- \$10M	1,075,000	418,093	1,000	1,494,093
TIF AGREEMENTS	0	0	644,645	644,645

Total required for 2022 debt service	\$8,690,561
- Amount (if any) paid from funds listed in unencumbered funds	\$0
- Amount (if any) paid from other resources	\$0
- Excess collections last year	\$679,408
= Total to be paid from taxes in 2022	\$8,011,153
+ Amount added in anticipation that the unit will collect only 100.00% of its taxes in 2022	\$0
= Total debt levy	\$8,011,153

This notice contains a summary of actual no-new-revenue and voter-approval calculations as certified by , on 07/28/2022 .



Date: 08/02/2022
Agenda Item #: 7. A.
Department: Development Services
Strategic Goal: Provide a safe and welcoming environment for Little Elm residents and visitors
Staff Contact: Fred Gibbs, Director of Development Services

AGENDA ITEM:

Present, Discuss, and Consider Action to Approve a **Development Agreement between the Town of Little Elm and Paloma South LP.**

DESCRIPTION:

The applicant is requesting to enter into an agreement to develop approximately 77.3 acres in the Town's ETJ along Gammon Road. This property previously included vacant land with many dilapidated mobile homes and other structures. Over the last 4 years the developer has assembled and acquired as many contiguous properties in that area in anticipation of this development in the future. This development will include trails along the edge of the lake and Gammon Road which lies within the Town limits. Gammon road will be improved to help with access of the new development, the boat ramp and serve as the main entrance into the community. Due to its location within the southern tip of the peninsula, the development is proposing through a consent resolution, to be served by the Denton County Fresh Water Supply District #8A. This will allow the District to be responsible for maintenance of the water, sewer, drainage, and paving improvements including the Gammon Road extension. The District would also contract for supplemental police and fire similar to the remainder of Paloma Creek.

Since the applicant is requesting consent to join the water district, it allows the Town the opportunity to negotiate development standards that normally we wouldn't get to if they were just to develop in the ETJ. Plans for the new development includes two residential product types. The southern 58 acres will be 213 single family homes that will mirror what Paloma Creek has developed today. They will follow our residential development zoning standards in Sec. 106.06.03 with an exception to a few differences that are listed in Exhibit D, South Tract Single Family Standard in the Development Agreement. However, these standards are consistent to what is already developed in earlier phases of Paloma Creek.

The remainder 19 acres on the north will be a 221 build-for-rent residential units that will encompass a modern farmhouse architecture. This development will provide a needed niche and housing transition from the existing mobile home uses to the north, to the more traditional single

family home in the south phase. Both types of communities will have an HOA that will include amenities, trails, clubhouse and pool. Since our zoning ordinance doesn't address this type of development at this density, we have asked them to conform as close as they can to our multifamily standards which can be found in Exhibit C as well as the elevations and layouts in Exhibits C 1-3.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Town Staff requests Council direction.

Attachments

Paloma Creek South Developers Agreement

Location Map

Developer Presentation

PALOMA CREEK SOUTH DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is executed between Paloma South LP (the “Owner”), and the Town of Little Elm, Texas (the “Town”) to be effective **August 2, 2022** (the “Effective Date”).

ARTICLE I **RECITALS**

WHEREAS, the Town is a home-rule municipality of the State of Texas; and

WHEREAS, Owner is a Texas limited partnership; and

WHEREAS, Owner and the Town are sometimes individually referred to as a “Party” and collectively as the “Parties”; and

WHEREAS, Owner is the owner of approximately 77.302 acres of real property located in Denton County (the “County”) and described by metes and bounds on **Exhibit A** and depicted on **Exhibit B** attached to this Agreement (the “Property”); and

WHEREAS, the Property is located wholly within the extraterritorial jurisdiction (“ETJ”) of the Town and not within the ETJ or corporate limits of any other town or city; and

WHEREAS, the Parties intend for the Property to be developed within the Town’s ETJ, that the Town have and exercise exclusive jurisdiction over the subdivision and platting of the Property, and that the County have and exercise no jurisdiction over such matters pursuant to which the County passed any and all rights it had to the Town over subdivision and platting of the Property and the design, construction, installation, and inspection of Infrastructure to serve the Property; and;

WHEREAS, the Parties intend for the design of drainage and roadway improvements (“Drainage and Road Infrastructure”) shall conform to the rules and regulations of the Town; and

WHEREAS, the Parties intend that Denton County Fresh Water Supply District No. 8-A (“District”) or Mustang Special Utility District (“Mustang”) will provide retail water and sanitary sewer service to the Property; and

WHEREAS, on November 15, 2005, pursuant to Chapter 791 of the Texas Government Code, the Denton County Commissioners Court and the Town executed an interlocal agreement (“Interlocal Agreement”) pursuant to which the Town has exclusive jurisdiction over subdivision and platting of the Property and the design, construction, installation, and inspection of Infrastructure to serve the Property; and

WHEREAS, the Parties intend for the Property to be developed within the Town’s ETJ and to be immune from full-purpose annexation by the Town for the term of, and as otherwise provided by, this Agreement; and

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Section 212.171, *et seq.* of the Texas Local Government Code; and

WHEREAS, the Parties intend that this Agreement is a development agreement as provided for by state law in Section 212.171, *et seq.* of the Texas Local Government Code.

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed, the Parties agree as follows:

ARTICLE II **DEVELOPMENT REGULATIONS**

2.1 Governing Regulations. Development of the Property, including the construction, installation, maintenance, repair, and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property, and all design or other plans therefore or in connection therewith, shall be governed solely by the following (the “Governing Regulations”):

- (a) Subdivision Regulations. Subdivision of the Property shall be governed solely by the Town’s current subdivision regulations in effect at the time of platting; and
- (b) Building Codes. The 2018 International Building Code, the 2018 International Energy Conservation Code, the 2018 International Existing Building Code, the 2018 Fuel Gas Code, the 2018 Mechanical Code, the 2018 International Plumbing Code, the 2018 International Property Maintenance Code, and the 2018 International Residential Code (including all Code Amendments, as hereinafter defined) (the “Building Codes”) shall apply to the construction, installation, maintenance, repair, and replacement of all buildings and facilities (other than Water and Sewer Infrastructure).
- (c) the design, construction, inspection, and installation of the Water and Sewer Infrastructure shall be in accordance with the rules and regulations of Mustang and District; and
- (d) the design, construction, inspection, and installation of the Drainage and Road Infrastructure Property shall be in accordance with the rules and regulations of the Town; and
- (e) the development process set forth in Article III of this Agreement; and
- (f) the development charges set forth in Article IV of this Agreement; and
- (g) All other terms and conditions of this Agreement.

The Governing Regulations are exclusive, and no other ordinances, rules, regulations, standards, policies, orders, guidelines, or other Town-adopted or Town-enforced requirements of any kind (including but not limited to any moratorium adopted by the Town after the Effective Date) apply to the development of the Property.

2.2 Code Amendments. Code Amendments shall include any amendments to the Building Codes that are the result of a mandatory requirement of state or federal law. Code Amendments shall also include amendments that: (1) are equally applicable and enforceable throughout the Town; (2) are approved by the International Code Council (the “ICC”); and (3) have been adopted by at least four of the following Texas cities: The Colony, Corinth, Denton, Frisco, Highland Village, Lake Dallas, Lewisville, Oak Point, Roanoke, and Trophy Club. Unless otherwise provided by state or federal law, the effective date of Code Amendments to the Property shall be one month after the Town gives the written notices required by this section. Notice of any Code Amendment, together with a full-text copy of the proposed ordinance, shall be given to Owner and the District. Nothing in this Agreement, however, shall be construed to prohibit or delay the effective date of any ordinance as that ordinance pertains to those persons or entities not addressed in this Agreement, or to impact the applicability of such ordinance within the corporate limits of the Town or the Town’s ETJ that is not included within the Property. Any such ordinance shall only apply to portions of the Property that are the subject of a preliminary plat filed with the Town after the effective date of the ordinance. Notwithstanding the foregoing, however, nothing in this section constitutes a waiver of Owner’s right to claim that an amendment: (A) does not apply to the Property based on the “vested rights” of Owner, whether such rights arise under Chapter 43, as amended, or Chapter 245, as amended, Texas Local Government Code; (B) does not apply to the Property based on any other legal or equitable theory, whether based on existing or future common-law or state or federal statutes; or (C) constitutes an illegal exaction or a “taking” without compensation. Owner does, however, waive such rights and claims to the extent they are based on regulation of the Property by application of the Governing Regulations (defined below) in accordance with this Agreement. Similarly, the Town does not waive any defenses or immunity it may have to such rights and claims by Owner. Owner further expressly waives any requirements that may be placed upon the Town to perform a “takings impact analysis” under Chapter 2007 of the Texas Government Code based on regulation of the Property by application of the Governing Regulations in accordance with this Agreement.

2.3 State and Federal Requirements. Development of the Property shall also be subject to ordinances that the Town is required to adopt, from time to time, by state or federal law; provided, however, if such state or federal laws allow the Town to grant exemptions to such laws for which the Property qualifies, then the Property shall be exempt from such laws, and the Town shall take all action necessary to evidence such exemptions. Notice of any ordinance required by state or federal law, together with a full-text copy of the proposed ordinance, shall be given to Owner and the District. Unless otherwise specifically provided by state or federal law, the effective date of any such ordinance as it pertains to the Property shall be one month after the Town gives the written notices required by this section. Nothing in this Agreement, however, shall be construed to prohibit or delay the effective date of any ordinance as that ordinance pertains to those persons or entities not addressed in this Agreement, or to impact the applicability of such ordinance within the corporate limits of the Town or the Town’s ETJ that is not included within the Property. Any such ordinance shall only apply to portions of the Property that are the subject of a preliminary plat filed with the Town after the effective date of the ordinance.

2.4 Other Town Regulations. Development of the Property shall also be subject to Town ordinances adopted, from time to time, and uniformly applied throughout the corporate limits of the Town regarding regulations for sexually oriented businesses, the sale of fireworks, the abatement of public nuisances, and regulations to prevent imminent destruction of property or

injury to persons from flooding that are effective only within a floodplain established by a federal flood control program and enacted to prevent the flooding of buildings intended for public occupancy. Notice of any ordinance adopted pursuant to this section, together with a full text copy of the proposed ordinance, shall be given to Owner and the District. The effective date of any such ordinance as it pertains to the Property shall be one month after the Town gives written notice of the ordinance to Owner and the District, Nothing in this Agreement, however, shall be construed to prohibit or delay the effective date of an ordinance as that ordinance pertains to those persons or entities not addressed in this Agreement, or to impact the applicability of such ordinance within the corporate limits of the Town or the Town's ETJ that is not included within the Property.

2.5 Conveyance and Maintenance of Roadways and Utilities. Upon final completion of construction, as evidenced by a certificate of final completion and acceptance by District, the Owner will: (1) dedicate and convey that phase facilities to the District, including any easements associated with that phase; (2) assign all warranties to District. The form of the dedication instruments, easement assignments and maintenance bonds shall be submitted for review and approval by the District. The Owner will also convey standard contractor warranty that the contractor provides to the Owner. At the time of this Agreement's execution, that standard warranty is 2 years and 35% warranty bond. Gammon Road will be conveyed to the District upon completion of construction and the District will be responsible for all maintenance or repair items associated with Gammon Road. All public roads within the Property shall be owned and maintained by the District.

2.6 Performance and Payment Bonds. Owner agrees that the contractors will provide performance and payment bonds in the amount of the contract for the Water and Sewer Infrastructure and the Drainage and Road Infrastructure that is constructed within the Property. The contract between Owner and the contractor will require the contractor to provide a two-year warranty on the work and material and the performance bond shall include the standard two-year warranty on the work and material, which warranty shall be transferrable to the District. Said performance and payment bonds, if obtained, shall be used to allow filing a final plat early and the early release of building permits, subject to the plans being reviewed by the Town and the approval of the Town's fire marshal, , which approvals shall not be unreasonably withheld. The South Tract shall have no more than twelve (12) building permits issued prior to the District's acceptance of its facilities. No units in either the North or South Tract shall be completed or occupied until the Water and Sewer Infrastructure and the Drainage and Road Infrastructure is complete and accepted by the party accepting the infrastructure.

2.7 Development Standards.

(a) North Tract Standards. Approximately 19.066 acres (the "North Tract") of the Property will be developed as build-for-rent. The development standards for the North Tract are shown on **Exhibit C** attached hereto.

(b) South Tract Standards. Approximately 58.236 acres (the "South Tract") of the Property will be developed as single-family homes. The development standards for the South Tract are shown on **Exhibit D** attached hereto.

2.8 Conflicts.

(a) In the event of any conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline or other Town-adopted or Town-enforced requirement, whether existing on the Effective Date or hereinafter adopted, this Agreement shall control.

(b) In the event of any conflict between any Approved Plat and any of the other Governing Regulations, the Approved Plat shall control.

ARTICLE III DEVELOPMENT PROCESS

3.1 Jurisdiction. The Town shall have exclusive jurisdiction over the review and approval of plats and the design of Drainage and Road Infrastructure; and the County shall have and exercise no jurisdiction over such matters. If necessary to carry out the terms of this Agreement, the Town shall use reasonable efforts to amend the Interlocal Agreement with the County regarding subdivision and platting approval in the Town's ETJ.

3.2 Plat Approval. Subdivision of the Property shall be in accordance with the Governing Regulations and this Agreement.

3.3 Infrastructure. Water and Sewer Infrastructure, and Drainage and Road Infrastructure (collectively, the "Infrastructure") shall be designed to comply with the Governing Regulations. Construction or installation of Water and Sewer Infrastructure shall not begin until plans and specifications have been approved by Mustang (which approvals shall not be unreasonably withheld or delayed). Construction or installation of Drainage and Road Infrastructure shall not begin until plans and specifications have been approved by the Town (which approvals shall not be unreasonably withheld or delayed).

3.4 Building Inspections. The Town shall issue initial building permits and conduct inspections of buildings on the Property for the initial building permits. The builder or contractor shall be responsible for any permitting or inspection fees (or by the owner of the property on which the building is located), which fees must be the same fees charged within the corporate limits of the Town. All building permits and inspection fees will be collected by the Town up to the issuance of a certificate of occupancy or final inspection approval for a constructed building.

3.5 INDEMNIFICATION. EACH APPLICANT (INCLUDING FOR PURPOSES HEREOF ANY SUCCESSOR THERETO OR ASSIGNEE THEREOF, INCLUDING, WITHOUT LIMITATION, A PURCHASER OF ANY PORTION OF THE PROPERTY) FOR A FINAL PLAT AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE TOWN FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, "CLAIMS") AGAINST THE TOWN, INCLUDING REASONABLE ATTORNEY'S FEES AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OF THE APPLICANT IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF ANY INFRASTRUCTURE, STRUCTURE, OR OTHER FACILITIES OR IMPROVEMENTS THAT ARE REQUIRED OR PERMITTED BY THE SUBDIVISION REGULATIONS, SPECIAL REGULATIONS, DEVELOPMENT REGULATIONS, OR ANY

OTHER GOVERNING REGULATIONS AND THAT ARE DEDICATED OR OTHERWISE CONVEYED TO THE TOWN; WHICH CLAIMS SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE CLAIMS CAUSED BY THE TOWN'S OWN NEGLIGENCE. THE APPLICANT SHALL NOT BE REQUIRED TO INDEMNIFY THE TOWN AGAINST THE TOWN'S SOLE NEGLIGENCE, IF THE TOWN INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF BOTH THE APPLICANT AND THE TOWN, THE APPLICANT'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO THE APPLICANT'S OWN PERCENTAGE OF RESPONSIBILITY. THE RELEASE, HOLD HARMLESS, AND INDEMNIFICATION PROVIDED IN THIS SECTION SHALL EXPIRE WITH RESPECT TO EACH PHASE OF DEVELOPMENT TWO (2) YEARS FROM THE DATE OF THE COMPLETION OF CONSTRUCTION OF SUCH INFRASTRUCTURE, STRUCTURE, OR OTHER FACILITIES OR IMPROVEMENTS.

ARTICLE IV **DEVELOPMENT CHARGES**

4.1 Plat Review Fees. Development of the Property shall be subject to payment to the Town of the reasonable fees and charges applicable to the Town's plat review and approval process (the "Plat Review Fees") according to the fee schedule adopted by the Town Council of the Town and in effect on the date of submittal of each plat application. The fee schedule applicable to the Property shall be uniformly applicable to all development within the corporate limits of the Town.

4.2 Plan Review Fees. Development of the Property shall be subject to payment to the Town of the reasonable fees and charges applicable to the Town's review of plans and specifications for Drainage and Road Infrastructure (the "Plan Review Fees") according to the fee schedule adopted by the Town Council of the Town and in effect on the date of submittal of each set of plans and specifications. The fee schedule applicable to the Property shall be uniformly applicable to all development within the corporate limits of the Town.

4.3 Impact Fees. The Town may not require payment to the Town for impact fees, as defined by Chapter 395 of the Texas Local Government Code, including but not limited to fees related to water, sewer, roads, drainage, transportation, and park land dedication. However, all building permits and inspection fees for Drainage and Paving Infrastructure will be collected by the Town up until the issuance of a certificate of occupancy or final inspection approval from the Town.

4.4 Future Development Fees. The Town may only assess future development fees (fees other than those described above) for development of the Property if those fees:

- (a) are duly authorized by an ordinance enacted by the Town Council; and
- (b) are applicable to all property within the corporate limits of the Town.

ARTICLE V **TERM OF AGREEMENT**

The term of this Agreement shall be 15 years after the Effective Date unless extended by mutual agreement of Owner and the Town (as extended, the "Term").

ARTICLE VI

JURISDICTIONAL STATUS

6.1 District Annexation. The Property shall be annexed into the District and the District shall petition for, and consent to, such annexation. .

ARTICLE VII

DISTRICT

The District shall acknowledge this Agreement within 180 days of the Effective Date. The acknowledgement shall be in a form substantially similar to the form provided in **Exhibit E**. The Town acknowledges and consents to the existence and present boundaries of the District. The District will not annex or add any territory without the prior consent of the Town, which the Town may withhold for any reason.

ARTICLE VIII

REMEDIES

8.1 Remedies. If a Party fails to comply with a term of this Agreement, the aggrieved Party may, in its sole discretion and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, and injunctive relief. **NOTWITHSTANDING THE FOREGOING, HOWEVER, NO FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT SHALL:**

- (a) entitle the aggrieved Party to terminate this Agreement; or
- (b) entitle the aggrieved Party to suspend performance under this Agreement unless the portion of the Property for which performance is suspended is the subject of the failure (for example, the Town shall not be entitled to suspend its performance with regard to the development of “Tract X” by “Developer A” based on the grounds that Developer A has failed to comply with a term of this Agreement with respect to any other tract or based on the grounds that any other developer has failed to comply with a term of this agreement with respect to any other tract); or
- (c) entitle the aggrieved Party to seek or recover monetary damages of any kind; or
- (d) adversely affect or impair the current or future rights, powers or authority of the District (including, but not limited to, the issuance of bonds by the District) or the day-to-day administration of the District; or
- (e) adversely affect or impair the continuation of the ETJ status of the Property and its immunity from annexation as provided by this Agreement; or
- (f) limit the Term of this Agreement.

8.2 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the Town does not waive or surrender any of its governmental powers, immunities, or rights except as follows:

(a) The Town waives its governmental immunity from suit and immunity from liability as to any action brought by a Party (or by a District) to pursue the remedies available under this Agreement, but only to the extent necessary to pursue such remedies and only to the extent authorized by law. Nothing in this section shall waive any claims, defenses or immunities or tort limitation that the Town has with respect to suits against the Town by persons or entities other than the District or a Party to this Agreement. Nothing in this Agreement, however, shall waive any claims, defenses or immunities or tort limitation that the Town may have with respect to any claim or suit against the Town arising from injury to persons (including death) or damage to or destruction of personal property.

(b) Nothing in this Agreement is intended to delegate or impair the performance by the Town of its governmental functions, and the Town waives, to the maximum extent authorized by law, any claim or defense that any provision of this Agreement is unenforceable on the grounds that it constitutes an impermissible delegation or impairment of the Town's performance of its governmental functions.

ARTICLE IX

ASSIGNMENT AND ENCUMBRANCE

9.1 Assignment by Owner. Owner 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 Owner under this Agreement, to any person or entity (an "Assignee"). Each assignment shall be in writing executed by Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to all Parties within 15 days after execution. From and after such assignment, the Town agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee (to the extent of such assignment) and agrees that Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the Town within 15 days after execution, Owner shall not be released until the Town receives such assignment. No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment unless the Town approves the release in writing (which approval shall be by resolution adopted by the Town Council). Owner shall maintain written records of all assignments made by Owner to Assignees, including a copy of each executed assignment and the Assignee's Notice information as required by this Agreement, and, upon written request from any Party or Assignee, shall provide a copy of such records to the requesting person or entity.

9.2 Assignment by the Town. The Town shall not assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Town under this Agreement, to any person, entity, or political subdivision without the prior written approval of Owner and the District.

9.3 Encumbrance by Owner and Assignees. Owner and Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written notice to, the Town. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the Town has been given a copy of the documents creating the lender's interest, including Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in accordance with the provisions of this Agreement; and the Town agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

9.4 Encumbrance by Town. The Town shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement.

ARTICLE X

RECORDATION, RELEASES, AND ESTOPPEL CERTIFICATES

10.1 Binding Obligations. Pursuant to the requirements of Section 212.172(f) of the Texas Local Government Code, as amended, this Agreement and all amendments hereto shall be recorded in the deed records of the County. This Agreement binds and constitutes a covenant running with the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer except for land use and development regulations that apply to specific lots. For purposes of this Agreement, the Parties agree: (a) that the term "End-Buyer" means any owner, developer, tenant, user, or occupant and (b) that the term "fully developed and improved lot" means any lot, regardless of proposed use, for which a final plat has been approved by the Town and recorded in the deed records.

10.2 Releases. From time to time upon written request of Owner or a District, the Town shall execute, in recordable form, a release of this Agreement if the release requirements of this Agreement have been met.

10.3 Estoppel Certificates. From time to time upon written request of Owner or a District, the Town will execute a written estoppel certificate identifying any obligations of Owner under this Agreement that are in default or, with the giving of notice or passage of time, would be in default;

and stating, to the extent true, that to the best knowledge and belief of the Town, Owner is in compliance with its duties and obligations under this Agreement.

ARTICLE XI

ADDITIONAL PROVISIONS

11.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; and (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

11.2 Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) (a “Notice”) shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective as follows: (a) on or after the 10th business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by FAX; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person and delivery by regular mail or by E-mail (with a confirming copy sent by FAX). Notices given pursuant to this section shall be addressed as follows:

To the Town:	Attn: Matthew Mueller Town Manager 100 West Eldorado Parkway Little Elm, Texas 75068 FAX: 214.540.2340
With a copy to:	Attn: Robert Brown Town Attorney c/o Brown & Hofmeister, L.L.P. 740 E. Campbell Road, Suite 800 Richardson, Texas 75081 FAX: (214) 747-6111
To the Owner:	Paloma South, LP Attn: Jay Hawes c/o Provident Realty Advisors, Inc. 10210 N. Central Expressway, Ste. 300 Dallas, TX 75231 FAX: (214) 415-3160

With a copy to: Attn: Ross Martin
Winstead PC
2728 N. Harwood St., Ste 500
Dallas, Texas 75201
E-mail: rmartin@winstead.com
FAX: 214-745-5390

11.3 Reservation of Rights. This Agreement constitutes a “permit” within the meaning of Chapter 245, Texas Local Government Code, as amended. Except as provided in this section, Owner does not, by entering into this Agreement, waive (and Owner expressly reserves) any right that Owner may now or hereafter have with respect to any claim: (a) of “vested” or “protected” development or other property rights arising from Chapters 43 or 245, Texas Local Government Code, as amended, or otherwise arising from common law or other state or federal law; or (b) that an action by the Town constitutes a “taking” or inverse condemnation of all or any portion of the Property. Without limiting the generality of the foregoing, Owner does not waive (and expressly reserves) any such claims (as to vested or protected development and a taking without compensation) that result from the State and Federal requirements, and other Town regulations described in Article II of this Agreement. Owner does, however, waive such claims to the extent they arise from or are based on development of the Property in accordance with this Agreement. Similarly, the Town does not waive any defenses it may have to such rights and claims by Owner.

11.4 Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

11.5 Authority and Enforceability. The Town represents and warrants that this Agreement has been approved by ordinance duly adopted by the Town Council of the Town in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the Town has been duly authorized to do so. Owner represents and warrants that this Agreement has been approved by appropriate action of Owner, that the individual executing this Agreement on behalf of Owner has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions and that the performance by the Parties under this Agreement is authorized by Section 212.171, *et seq.* of the Texas Local Government Code, as amended.

11.6 Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, such unenforceable provision shall be deleted from this Agreement, and the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties. Without limiting the generality of the foregoing, (a) if it is determined that, as of the Effective Date, Owner does not own any portion of

the Property, this Agreement shall remain in full force and effect with respect to all of the Property that Owner does then own, and (b) if it is determined, as of the Effective Date, that any portion of the Property is not within the Town's ETJ, this Agreement shall remain in full force and effect with respect to all of the Property that is then within the Town's ETJ. If at any time after the Effective Date it is determined that any portion of the Property is no longer within the Town's ETJ, this Agreement shall remain in full force and effect with respect to all of the Property that remains within the Town's ETJ.

11.7 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas (without reference to its conflict of law provisions), and all obligations of the Parties are performable in Denton County, Texas. Venue for any action to enforce or construe this Agreement shall be Denton County, Texas.

11.8 Non Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

11.9 No Third Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties; however, each District shall be considered a third-party beneficiary of this Agreement. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

11.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

11.11 Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties..

11.12 Lake Pointe Roadway Improvements. The Owner will design and construct roads in the manner and as shown on the attached **Exhibit F**.

11.13 Exhibits. The following Exhibits are attached to this Agreement and are a part of this Agreement:

Exhibit A	Metes and Bounds Description of the Property
Exhibit B	Concept Plan
Exhibit C	North Tract Development Standards
Exhibit C-1	Site Plan North Tract
Exhibit C-2	Elevations for North Tract
Exhibit C-3	Material Percentage and Square Footage

Exhibit D	South Tract Development Standards
Exhibit E	Form District Acknowledgment of Agreement
Exhibit F	Depiction of Lake Pointe Roadway Improvements

11.14 Additional Provisions.

- A. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Owner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.
- B. The Owner represents that neither it nor any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Owner and any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

- C. To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislative Session), Texas Government Code, as amended, the Owner hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to

comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. The Owner understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

- D. To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislative Session, “SB 19”), Texas Government Code, as amended, the Owner hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,
- (1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
 - (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” shall have the meaning assigned to such term in Section 2274.001(3) (as added by SB 19), Texas Government Code. The Owner understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

[SIGNATURE PAGES FOLLOW]

Executed by Owner and the Town to effective on the Effective Date.

ATTEST:

TOWN OF LITTLE ELM

By: _____
Name: Kathy Phillips
Title: Town Secretary

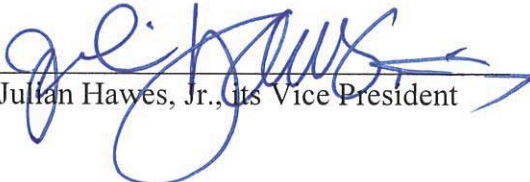
By: _____
Name: Matthew Mueller
Title: Town Manager
Date: _____

APPROVED AS TO FORM

Name: Robert Brown
Title: Town Attorney

PALOMA SOUTH LP
a Texas limited partnership

By: Paloma South GP LLC
a Texas limited liability company
its general partner

By: 
Julian Hawes, Jr., its Vice President

STATE OF TEXAS §
 §
COUNTY OF _____ §

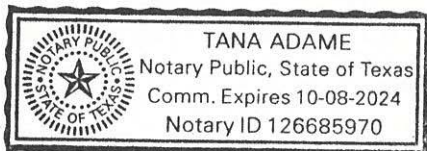
This instrument was acknowledged before me on the _____ day of _____, 2022 by _____, _____ of the Town of Little Elm, Texas on behalf of said Town.

Notary Public, State of Texas

(SEAL)

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 26 day of July, 2022, by Julian Hawes, Jr., Vice President of Paloma South GP LLC, a Texas limited liability company, the general partner of **Paloma South, LP**, a Texas limited partnership, on behalf of such limited partnership.



Tana Adame
Notary Public, State of Texas

(SEAL)

EXHIBIT A
Legal Description

SOUTH TRACT

58.236 ACRES

BEING that certain tract of land situated in the J.M. McNEIL SURVEY, ABSTRACT No. 884, in Denton County, Texas, and being all of a called 58.298 acre tract of land described in Special Warranty Deed to Waterfront @ Lake Lewisville LLC recorded in Instrument Number 2018-68639, of the Deed Records of Denton County, Texas (DRDCT), and being more particularly described as follows:

COMMENCING at the most easterly northeast corner of said Waterfront tract and being in the west line of Gammon Road (an undedicated road) and being an angle point in that certain tract of land designated a K-907-2 described in deed to the United States of America recorded in Volume 390, Page 328, DRDCT save and except a called 8.2 acre tract designated as Parcel No. 3 described to H.E. and Annie D. Thompson in Quit Claim Deed from the United States of America recorded in Volume 486, Page 137, DRDCT;

THENCE with the common line of said United States of America tract and said Waterfront tract the following courses:

South 30°12'15" East, a distance of 518.44 feet to the south corner of said 8.2 acre tract;

South 67°11'46" East, a distance of 56.50 feet to a point for corner;

South 27°05'28" West, a distance of 41.00 feet to the north corner of a called 5.5 acre tract designated as Parcel No. 4 described to H.E. and Annie D. Thompson in Quit Claim Deed from the United States of America recorded in Volume 486, Page 137, DRDCT;

South 29°50'57" East, a distance of 261.66 feet to a point for corner;

South 14°37'51" East, a distance of 260.97 feet to a point for corner;

South 11°13'56" East, a distance of 483.03 feet to the northeast corner of a called 20.275 acre tract of land designated as Tract I and described in Warranty Deed to Muse Family Enterprises, LTD. recorded in Document Number 2010-127505, DRDCT;

THENCE departing said common line with the common line of said Waterfront tract and said Muse tract the following courses:

North 89°04'29" West, a distance of 916.55 feet to a point for corner;

North 11°20'52" West, a distance of 177.64 feet to a point for corner;

North 89°04'29" West, a distance of 1094.51 feet to the southwest corner of said Waterfront tract and being the northwest corner of said Muse tract and being in the easterly line of that that certain tract of land designated a K-907-1 described in deed to the United States of America recorded in Volume 390, Page 328, DRDCT, save and except a called 3.3 acre tract designated as Parcel No. 2 described to H.E. and Annie D. Thompson in Quit Claim Deed from the United States of America recorded in Volume 468, Page 137, DRDCT;

THENCE departing said common line with the common line of said United States of America tract and said Waterfront tract the following courses:

North 21°47'07" West, a distance of 857.06 feet to a point for corner;

North 38°57'13" East, a distance of 59.30 feet to the north corner of said 3.3 acre tract;

North 24°16'05" West, a distance of 34.97 feet to a point for corner;

North 09°35'18" East, a distance of 149.84 feet to the southeast corner of a called 2.9 acre tract designated as Parcel No. 1 described to H.E. and Annie D. Thompson in Quit Claim Deed from the United States of America recorded in Volume 468, Page 137, DRDCT also being an angle point in a called 12.184 acre tract of land described in Warranty Deed to R. Mills Roberts recorded in Document Number 2010-45135, DRDCT;

THENCE South 88°34'33" East with the common line of said Waterfront tract and said Roberts tract, a distance of 1051.37 feet to a point for corner;

THENCE North 33°40'19" West, a distance of 473.43 feet to a point for corner;

THENCE South 88°28'14" East, a distance of 710.99 feet to a point for corner;

THENCE South 00°41'43" West, a distance of 115.65 feet to a point for corner;

THENCE South 89°33'35" East, a distance of 233.61 feet to the POINT OF BEGINNING, containing 58.236 acres, more or less;

NORTH TRACT (PART 1 OF 2)

15.661 ACRES

BEING that certain tract of land situated in the J.M. McNEIL SURVEY, ABSTRACT No. 884 and the MARSELLA JONES SURVEY, ABSTRACT No. 662, in Denton County, Texas, and being all of a called 12.184 acre tract of land described in Warranty Deed to R. Mills Roberts recorded in Document Number 2010-45135, of the Deed Records of Denton County, Texas (DRDCT) and all of a called 1.09 acre tract of land designated as Tract I and all of a called 1.10 acre tract of land designated as Tract II described in Special Warranty Deed to MRoberts, Inc. recorded in Document Number 2010-122203, DRDCT and all of that certain tract of land described in Substitute Trustee's Deed to M Roberts Inc. recorded in Instrument Number 2019-30009, DRDCT, and being more particularly described as follows:

COMMENCING at the most westerly corner of said 12.184 acre tract and being an angle point in that certain tract of land designated a K-907-1 described in deed to the United States of America recorded in Volume 390, Page 328, DRDCT, save and except a called 2.9 acre tract designated as Parcel No. 1 described to H.E. and Annie D. Thompson in Quit Claim Deed from the United States of America recorded in Volume 486, Page 137, DRDCT;

THENCE with the north line of said 12.184 acre tract the following courses:

South 88°22'38" East, a distance of 531.43 feet to a point for corner;

North 01°55'01" East, a distance of 303.45 feet to a point for corner in the approximate center of Izzy Drive (an undedicated roadway);

South 88°35'26" East with the approximate centerline of said Izzy Drive, a distance of 178.05 feet to a point for corner;

South 01°45'23" West, a distance of 34.22 feet to point for corner;

THENCE South 88°26'27" East departing said north line with the north line of said 1.09 acre tract and said 1.10 acre tract, a distance of 354.82 feet to a point for corner in the west line of said tract of land described to M Roberts, Inc. in Substitute Trustee's Deed Instrument Number 2019-30009, DRDCT;

THENCE North 01°42'01"East with the west line of said M Roberts, Inc. tract, a distance of 29.92 feet to a point for corner in the approximate centerline of Izzy Drive;

THENCE South 88°07'11"East with the north line of said M Roberts, Inc. tract, a distance of 178.00 feet to the common corner of said M Roberts, Inc. tract and a called 1.221 acre tract of land described to Anthony Carniero in General Warranty Deed recorded in Instrument Number 2017-121397, DRDCT from which a 1/2-inch iron rod with cap found bears North 23°39'26" East, a distance of 3.71 feet;

THENCE South 01°42'00"West with the common line of said M. Roberts, Inc. tract and said Carniero tract, a distance of 299.16 feet to a point for corner being in the north line of a called 58.298 acre tract of land described in Special Warranty Deed to Waterfront @ Lake Lewisville LLC recorded in Instrument Number 2018-68639, DRDCT;

THENCE North 88°28'14"West with the common line of said M Roberts, Inc. tract and said 58.298 acre tract, a distance of 48.20 feet to an angle point in said 12.184 acre tract and in said 58.298 acre tract;

THENCE South 33°40'19"East with the common line of said 12.184 tract and said 58.298 acre tract, a distance of 473.43 feet to the southeast corner of said 12.184 acre tract and being an angle point in said 58.298 acre tract;

THENCE North 88°34'33"West continuing with said common line, a distance of 1051.37 feet to the southeast corner of said 2.9 acre and also being an angle point in said 58.298 acre tract;

THENCE South 81°47'21"West with the common line of said 12.184 acre tract and said 2.9 acre tract, a distance of 185.26 feet to the southwest corner of said 12.184 acre tract and being an angle point in said United States of America tract ;

THENCE North 27°30'04"West continuing with said common line, a distance of 482.53 feet to the POINT OF BEGINNING containing 15.661 acres, more or less.

NORTH TRACT (PART 2 OF 2)

3.405 ACRES

BEING that certain tract of land situated in the MARSELLA JONES SURVEY, ABSTRACT No. 662, in Denton County, Texas, and being all of a called 1.673 acre tract of land described in General Warranty Deed to MRoberts Inc. recorded in Document Number 2015-103259, of the Deed Records of Denton County, Texas (DRDCT) and all of a called 1.72 acre tract of land described in Foreclosure Sale Deed to M. Roberts, Inc. recorded in Document Number 2013-11474, DRDCT;

BEGINNING at the southeast corner of said 1.673 acre tract;

THENCE North 89°27'15"West with the south line of said 1.673 acre tract, a distance of 308.28 feet to the southeast corner of that certain tract of land described to ACBC Real Estate, LLC in a Deed Without Warranty recorded in Instrument Number 2016-54941, DRDCT;

THENCE North 01°41'44"East with the common line of said 1.673 acre tract and said ACBC Real Estate tract, a distance of 295.88 feet to the common corner of said corner 1.673 acre tract and said ACBC Real Estate tract and being in the south line of said 1.72 acre tract;

THENCE North 88°23'04" West with the common line of said ACBC Real Estate tract and said 1.72 acre tract, a distance of 95.48 feet to the southwest corner of said 1.72 acre tract;

THENCE North 00°38'42" West with the common line, a distance of 276.13 feet to the northwest corner of said 1.72 acre tract;

THENCE South 88°00'40" East, a distance of 261.17 feet to the northeast corner of said 1.72 acre tract;

THENCE South 05°42'52" East, a distance of 276.48 feet to the southeast corner of said 1.72 acre tract;

THENCE South 20°28'25" East, a distance of 313.11 feet to the POINT OF BEGINNING, containing 3.405 acres.

"THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED."

EXHIBIT B

Concept Plan


Planning Department
09/29/2022

Residential Density / Medium Density
Low Density, 12

City of San Jose
Date: 12/2/2022

0 100 200
The information is based on the map
provided for conceptual use only.



EXHIBIT C

Development Standards

(I) *MF Multifamily District.*

(1) *Use regulations.* No building, structure, land or premises will be used, and no building or structure shall hereafter be erected, constructed, reconstructed, or altered, except for one or more of the uses specified in [section 106.05.01](#)(a), "schedule of uses - residential."

(2) *Accessory buildings and use.* Accessory buildings and uses customarily incident to any of the above uses are permitted when not involving the conduct of business other than incidental to the residential use of such lot, including private and storage garages; provided, however, that such accessory buildings comply with section 106.05.021, "accessory uses" and said accessory building shall not be used for commercial purposes. (The term "commercial purposes" shall include part-time businesses.)

(3) *Height and area regulations.* The density, lot coverage, height of buildings, the minimum and maximum dimensions of lots and yards, and other development standards permitted shall be as follows:

Article III, Table O	Ordinance	Proposed
MF Multifamily District Development Standards		
Density per Acre	16 DU	12 DU
Maximum Lot Coverage	40%	25%
Maximum Height	45'	30'
Minimum Front Yard Setback ¹	25'	10'
Minimum Side Yard Between Buildings	15'	10'
Minimum Side Yard Adjacent to Street	20'	10'
Minimum Rear Yard Setback	30'	NA
Minimum Lot Width (at property line) (at building line)	70'	See red line
Minimum Lot Width (on curve at building line)	70'	NA
One Bedroom Minimum	650 sqft	650 sqft
Two Bedroom Minimum	800 sqft	900 sqft
Three Bedroom Minimum	1,000 sqft	1,100 sqft
Each Additional Bedroom Over Three	200 sqft	NA
Open Space	15%	10% ²

¹ Individual units will be sprinklered with domestic 13D lines

² Minimum open space requirements shall be met cumulatively across the entire platted area addition shown in the development agreement. (ie: SF and MF)

Note 1. The height of any apartment building erected on a lot adjacent to single-family residential uses or zoning shall be limited to two stories for a distance of 150 feet from the single-family district boundary, inclusive of streets and/or highways.

Note 2. Floor area. Every multifamily unit hereafter erected, constructed, reconstructed or altered shall have a floor area, excluding basements, open and screened porches, patios, and balconies of not less than specified above.

(4) *Courts.* Where an apartment building is erected so as to create inner courts, the faces of all opposite walls in such courts shall be a minimum distance of 30 feet apart and no balcony or canopy shall extend into such court area for a distance greater than five feet.

(5) *Lighting.* Lighting shall be designed and used to discourage crime and undesirable activity and to provide adequate vision, comfort and safety. It should use the lowest possible illumination to effectively allow surveillance. Open-air parking lot lighting shall be designed to provide for uniform lighting throughout the facility with no dark patches or pockets. The use of sensor technologies, timers or other means to activate lighting during the night may be used to conserve energy, provide safety, and promote compatibility between different land uses. In order to direct light downward and minimize the amount of light spill into the dark night sky, lighting fixtures shall be full cut-off fixtures. Open-air parking lot lighting shall not cause direct illumination on adjacent and nearby properties or streets. Fixtures should be of a type or adequately shielded so as to prevent glare from normal viewing angles. All lighting shall conform to this chapter.

(6) *Screening, fences, gates and stacking.* Screening, gates, or walls separating the individual lots or larger complex will not be required.

(7) *Balconies/patios.* When an apartment building is erected so as to create balconies or patios facing a public street such balconies shall not extend beyond the building line.

(8) *Refuse facilities.* Complexes shall provide one 30 cubic yard trash compactor for the facility.

(9) *Mechanical equipment.* Mechanical equipment shall be constructed, located and screened so as not to interfere with the peace and comfort of the occupant(s) of any building or residence.

(10) *Mail kiosks.* Mail kiosk shall have a minimum of three required parking spaces for the development within 50 feet, unless a drive-through facility is provided. The mail kiosk must be constructed of 100 percent Category A or B and constructed of the same materials as the main structure with a metal roof.

(11) *Building design.* Each building must follow the following conditions in addition to the town's architectural and design standards. (See [Section 106.06.04](#) for more detail on architectural design and materials)

- a. Except for windows, doors and garage doors, the exterior of all building elevations shall be 100 percent Category A material.
- b. Flat primary roofs are prohibited.
- c. The residential building angle to public streets and single-family zoning districts will be between a minimum of 0 to a maximum of 70 degrees, unless parking or a driveway is provided between the building and the street.

d. As an alternative to angling the buildings along the public street, adjacent buildings may be offset a distance equal to one-half the width of the building closest to the street, not to be less than 30 feet.

(12) *Parking regulations.* The minimum off-street parking and loading regulations shall be poured concrete surfaces, and comply with the following:

a. For buildings other than residential dwellings, one on-street parking space for each 200 square feet of floor area shall be provided.

b. All buildings hereafter erected, reconstructed, altered, enlarged or converted for one or more uses permitted in the Multifamily District shall provide adequate permanent on-street facilities for the loading and unloading of merchandise and good within or adjacent to the building in such a manner as not to obstruct the freedom of traffic movement on the public streets or alleys.

On street parking within Northern Tract will shall be no less than 130 spaces. Off-street parking, including garage parking, will be no less than 276 spaces. In aggregate, the total parking count shall not be less than 406 spaces. Garages, when provided, shall be 100 percent Category A and be constructed of the same materials as the main structure. The garage may be part of the dwelling structure. The garage shall not be used for storage, thereby prohibiting the parking of an operable vehicle. Enclosed garage parking spaces shall be a minimum of ten by 20 feet. Stacking spaces shall not be counted towards required parking spaces.

(13) *Open space.* Each lot or parcel of land must comply with the following conditions:.

Lot 1 and 2 shall, in aggregate, incorporate the minimum open space requirements as set forth by the Town's ordinance. In meeting this requirement, a credit of three square feet may be applied for each square foot utilized for swimming pools and adjacent decks, patios, or lounge areas within ten feet of a pool; developed and equipped children's play areas; usable portions of recreational buildings; and private balconies and enclosed patios with a minimum dimension of five feet. Tennis courts are specifically excluded from this increased credit allowance, not withholding pickleball courts.

d. One large canopy tree shall be provided per 3,500 square feet of required open space.

(14) *Required amenities.* A minimum of four of the following must be incorporated into each multifamily development. A minimum of two major and two minor amenities must be provided in significant proportion to the development. The scale of the amenities as well as other comparable amenities can be approved through the site plan approval process.

a. Major amenities:

1. Dog park.
2. Indoor exercise facility.
3. Jogging trail.
4. Sport courts and fields (volleyball, baseball, tennis etc.).

5. Swimming pool.

b. Minor amenities:

1. Gazebo.

2. Improved picnic areas (with tables, grills, shading).

3. Playground or tot lot.

4. Putting green.

(15) *Miscellaneous requirements.* The following additional regulations are required for all Multifamily District apartment houses:

b. Washer and dryer connections in each unit;

c. Lint traps on all laundry room washers; and

d. Storm drain debris collectors.

Sec. 106.06.04 Architectural Standards for Multifamily Structures (including townhomes and patio homes)

(a) *Intent.* The following goals apply to multifamily and townhome development:

(1) The intent of this subsection is to create buildings which reflect the lakefront character of Little Elm. The size, disposition and design of buildings play an important role in achieving that goal.

(2) Multifamily buildings should be constructed in a manner shown in the elevations.

(3) Buildings should be constructed in a manner, and with materials as shown in the elevations and governed by the percentage requirements of material Categories set forth in this exhibit.

(4) It is not the intent of this section to discourage innovation. The use of exceptional design features, such as tower elements, exposed beams, and those shown within the Elevation Exhibit or other unique and outstanding architectural ornamentation worthy of merit that make a positive contribution to the surrounding visual environment is encouraged and will be considered on a case-by-case basis.

(b) *Exterior materials for multifamily construction.*

(1) *Categories of exterior materials.* The Town of Little Elm has categorized exterior building materials into three categories, as described below and in table A:

a. Category A materials are defined as the superior masonry products from which the town prefers buildings to be predominantly constructed. Unless otherwise provided for in this chapter, acceptable Category A masonry finishing materials are brick, natural stone, cementitious fiberboard with integrated color (in the form of lap siding or board and batten), and manufactured stone.

b. Category B materials are the secondary products that the town recognizes as masonry materials acceptable for use, but also as products that are less desirable and therefore should not be the predominant material. Unless otherwise provided for in this chapter, acceptable Category B masonry finishing materials include three-step stucco, architectural concrete block with integrated color (i.e. split-face CMU), engineered wood

c. Category C materials are accent products acceptable in limited application for architectural accents and features and for walls on upper stories of multiple story buildings. Unless otherwise provided for in this chapter, acceptable Category C materials include metal, tile, glass block, exterior insulation and finish systems (EIFS), and wood.

Article VI, Table A	
Exterior Categories & Materials For Multifamily Development	
Categories	
A	Brick, Stone, Manufactured Stone, Cementitious Fiber Board
B	Split-face CMU, Stucco, Engineered Wood
C	Metal, Wood, Tile, Glass, EIFS
Prohibited	Plain Concrete Block, Aggregate, Vinyl, Plastic, Tilt Wall

(2) *Roof designs and materials.* For buildings with a visible hip, gable or mansard roof, allowed materials include metal (standing seam), slate or tile (clay or cement, barrel or Roman-shaped).

(3) *Prohibited materials.* Prohibited exterior surface materials for multifamily developments include plain concrete block, concrete tilt wall, vinyl, plastic, and aggregate pea-gravel finished surfaces.

(c) *Design standards.*

(1) *Uniform architectural style.* All buildings within a common development, as shown on a development plan, conceptual plan, or site plan, shall have similar architectural styles, materials, colors and detailing.

(2) *Exterior materials.* All structures shall be architecturally finished on all four sides (exclusive of doors and windows) with a minimum of 85 percent Category A materials on the first floor with the remainder being comprised of Category B materials; a minimum of 50 percent Category A and on the second and third floors with the remainder being comprised of Category B materials; and with subsequent floors being comprised of either Category A or Category B materials in any percentage desired. Use of Category C materials shall be limited to decorative accents. The use of materials will create a tri-partite

architecture façade that has a distinct base, middle and top, separated by horizontal elements. (See table B, below)

(3) *Two masonry materials required.* At least two Category A materials shall be used on all exterior facades.

(4) *Interior courtyard materials.* Interior courtyards may be constructed of a minimum of 50 percent Category A with the remainder being comprised of Category B materials. Accents made up of Category C materials may be used within courtyard areas.

(5) *Facades parallel to street.* Facades shall generally be built parallel to the street frontage.

(6) *Accessory building materials.* Amenity centers, covered garages, and other accessory buildings shall meet the exterior material requirements of the first floor of the multifamily architecture. Carports shall meet the exterior material requirements of the first floor of the multifamily architecture with the exception of the support poles, which may be constructed of painted metal.

(7) *Amenities/hardscape.* All streetscape elements and site amenities, such as bike racks, trash receptacles, lampposts, and tree grates shall be metal, rust and flake/chip resistant, and generally be black "storm cloud" in color. Bollards may be concrete or cast metal and shall be of decorative design.

(8) *Roof design.* Roofs shall be peaked with either hip, gable or mansard design with a minimum one-to-four (1:4) pitch, or a parapet wall or false mansard design with a minimum one-to-two (1:2) pitch is acceptable only if constructed around the entire perimeter of a building so that no flat roof shall be visible from a public street or along an active storefront.

(9) *Building color.*

a. The dominant color of all buildings shall be muted, natural or earth-tone shades of color. Black and stark white shall not be used except as an accent color.

b. Accent colors which comprise less than one percent of the building face may use a wider spectrum of colors than those allowed as the dominant color, except that no high intensity colors, neon colors or fluorescent colors shall be used on exterior surfaces of the building.

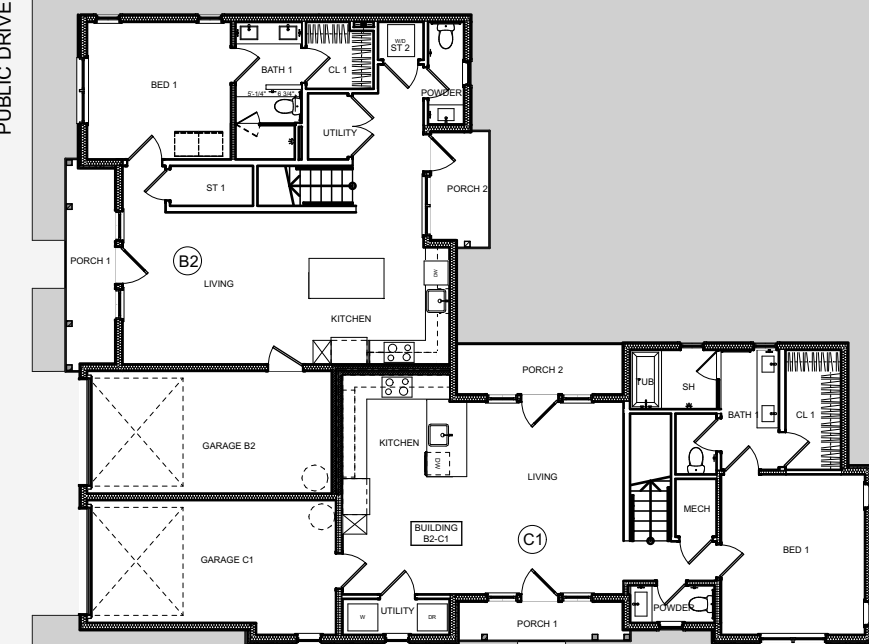
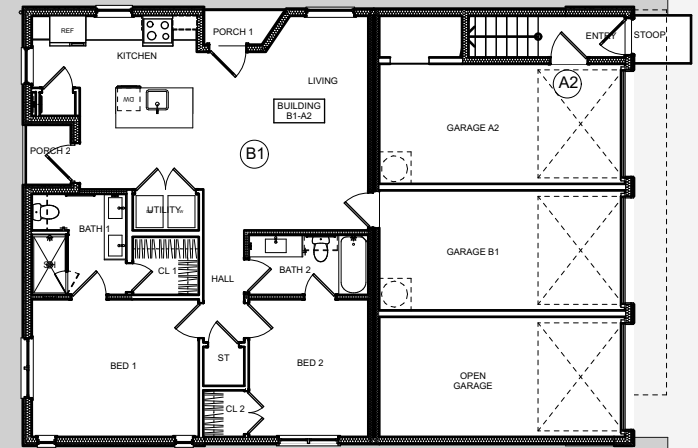
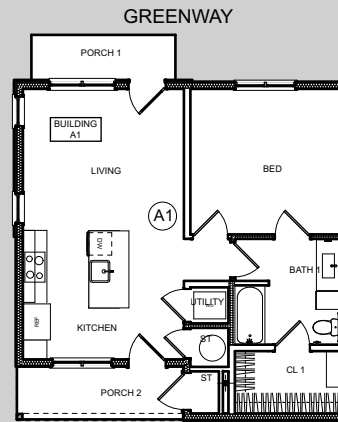
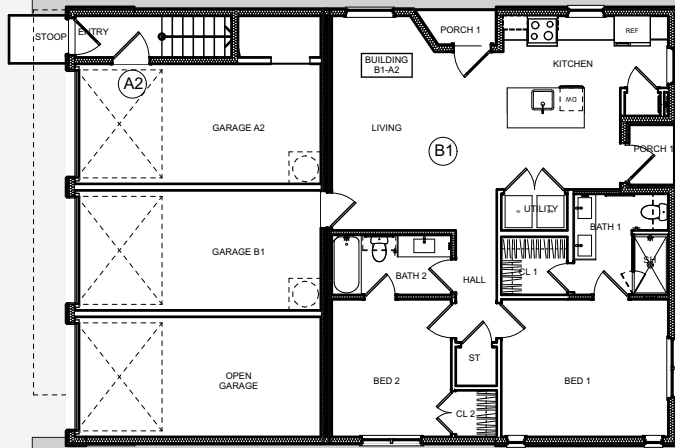
c. Bright, reflective, pure tone primary or secondary colors are permissible only in limited application as accent colors on door and window frames, moldings, cornices, canopies, awnings, signs, etc. This provision shall not be construed as a license to employ corporate imaging or logos on the primary building facade.

d. No more than one color shall be used for visible roof surfaces; however, if more than one type of roofing material is used, the materials shall be varying hues of the same color.

(10) *Auxiliary design standards.* All multifamily and townhome primary buildings shown on the elevations attached are considered to be in conformance with the Auxiliary Design Standards set by the town of Little Elm.

Site Plan North Tract



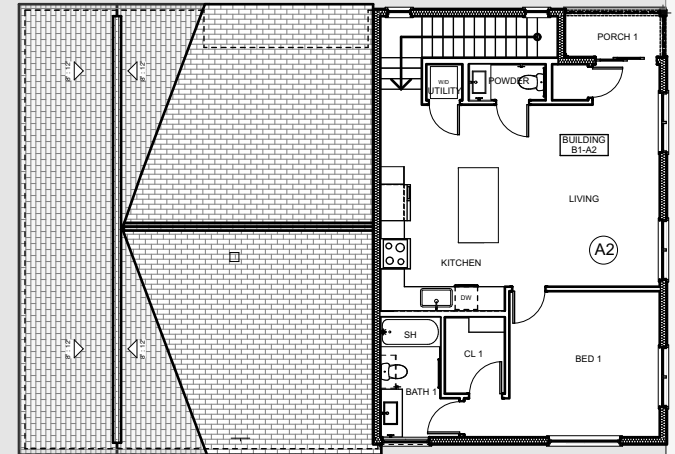
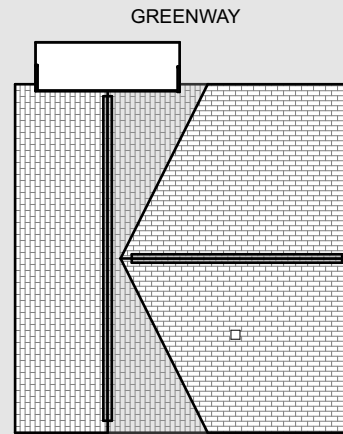


PRIVATE COURT

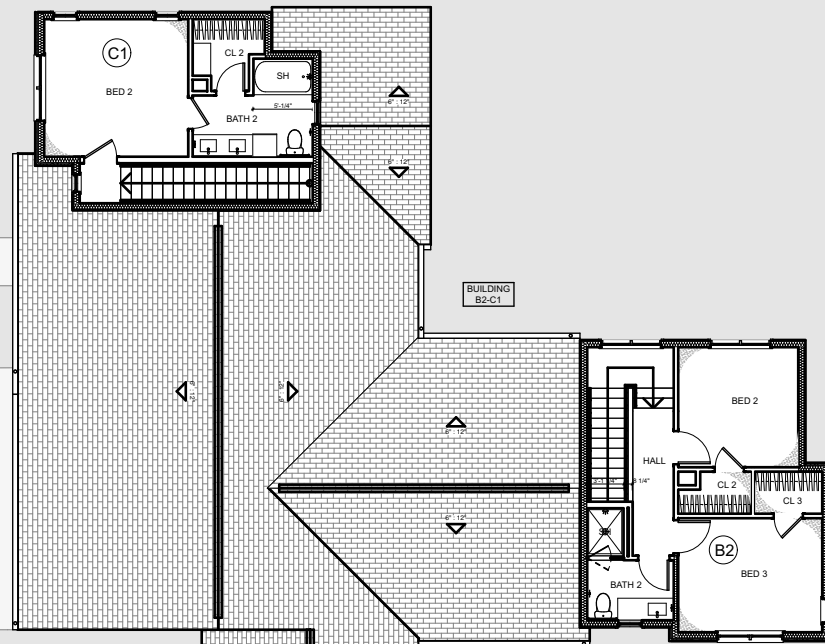
MAIN DRIVE

PALOMA

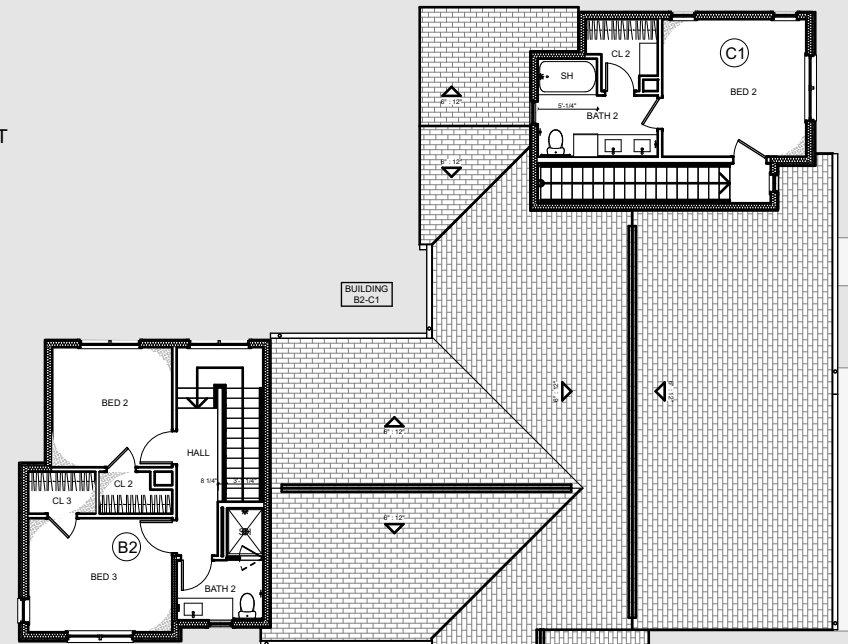
POD PLAN FIRST FLOOR



PUBLIC DRIVE



PRIVATE COURT



PUBLIC DRIVE

MAIN DRIVE



C1 ELEVATION
SCALE: 1/8" = 1'-0"



OVERALL ELEVATIONS
SCALE: 1/32" = 1'-0"

MAIN DRIVE ELEVATION AREA 2,158 (GSF)

WINDOWS / DOOR AREA - (18%) 392 GSF
MASONRY - (40%) 870 GSF
SIDING FC-02 - (35%) 764 GSF
SIDING FC-03 - (6%) 132 GSF



A2/GARAGES ELEVATION
SCALE: 1/8" = 1'-0"



OVERALL ELEVATIONS
SCALE: 1/32" = 1'-0"

PUBLIC DRIVE AREA: 1,449 (GSF)
 WINDOWS / DOOR AREA - (42%) 614 GSF
 MASONRY - (22%) 314 GSF
 SIDING FC-02 - (27%) 389 GSF
 SIDING FC-03 - (9%) 131 GSF



B2/C1 ELEVATION
SCALE: 1/8" = 1'-0"



OVERALL ELEVATIONS
SCALE: 1/32" = 1'-0"

PUBLIC DRIVE AREA: 1,449 (GSF)
WINDOWS / DOOR AREA - (42%) 614 GSF
MASONRY - 22%) 314 GSF
SIDING FC-02 - 27%) 389 GSF
SIDING FC-03 - (9%) 131 GSF

GREENWAY ELEVATION AREA: 2,084 (GSF)

WINDOWS / DOOR AREA - (20%) 427 GSF

MASONRY - (28%) 578 GSF

SIDING FC-01 - (12%) 259 GSF

SIDING FC-02 - (33%) 698 GSF

SIDING FC-03 - (6%) 122 GSF



A2/B1 ELEVATION

SCALE: 1/8" = 1'-0"



OVERALL ELEVATIONS

SCALE: 1/32" = 1'-0"

GREENWAY ELEVATION AREA: 2,084 (GSF)

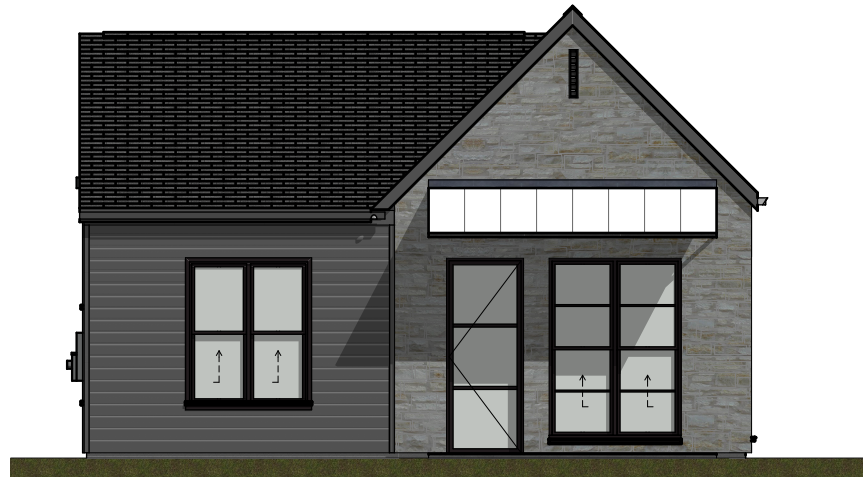
WINDOWS / DOOR AREA - (20%) 427 GSF

MASONRY - (28%) 578 GSF

SIDING FC-01 - (12%) 259 GSF

SIDING FC-02 - (33%) 698 GSF

SIDING FC-03 - (6%) 122 GSF



A1 ELEVATION
SCALE: 1/8" = 1'-0"



OVERALL ELEVATIONS
SCALE: 1/32" = 1'-0"

COURTYARD & PUBLIC DRIVES MATERIAL PERCENTAGE & SQUARE FOOTAGE

PUBLIC DRIVES AREA: 1,449 (GSF)

WINDOWS / DOOR AREA - (42%) 614 GSF

MASONRY - (22%) 314 GSF

SIDING FC-02 - (27%) 389 GSF

SIDING FC-03 - (9%) 131 GSF

***NOTE:** R.O.W - PODS

2,3,4,5,7,9,11,16,27,30

COURTYARD - SOUTH ELEVATION AREA: 2,382 (GSF)

WINDOWS / DOOR AREA - (18%) 438 GSF

MASONRY - (4%) 98 GSF

SIDING FC-01 - (11%) 262 GSF

SIDING FC-02 - (62%) 1,474 GSF

SIDING FC-03 - (4%) 110 GSF

COURTYARD - NORTH ELEVATION AREA 2,080 (GSF)

WINDOWS / DOOR AREA - (11%) 226 GSF

MASONRY - (16%) 336 GSF

SIDING FC-01 - (23%) 486 GSF

SIDING FC-02 - (50%) 1032 GSF

COURTYARD - WEST ELEVATION AREA: 1,341 (GSF)

WINDOWS / DOOR AREA - (16%) 212 GSF

MASONRY - (39%) 528 GSF

SIDING FC-01 - (11%) 143 GSF

SIDING FC-02 - (26%) 351 GSF

SIDING FC-03 - (8%) 107 GSF

COURTYARD - EAST ELEVATION AREA: 1,341 (GSF)

WINDOWS / DOOR AREA - (16%) 212 GSF

MASONRY - (39%) 528 GSF

SIDING FC-01 - (11%) 143 GSF

SIDING FC-02 - (26%) 351 GSF

SIDING FC-03 - (8%) 107 GSF

PODS

1-19 COURTYARDS (WHOLE PODS): 7,144 (GSF)

WINDOWS / DOOR AREA - (18%) 1,088 GSF

MASONRY - (24%) 1,490 GSF

SIDING FC-01 - (11%) 1,034 GSF

SIDING FC-02 - (40%) 3,208 GSF

SIDING FC-03 - (6%) 324 GSF

MAIN DRIVE ELEVATION AREA 2,158 (GSF)

WINDOWS / DOOR AREA - (18%) 392 GSF

MASONRY - (40%) 870 GSF

SIDING FC-02 - (35%) 764 GSF

SIDING FC-03 - (6%) 132 GSF

PUBLIC DRIVES (RIGHT) AREA: 1,449 (GSF)

*R.O.W - PODS 2,3,4,5,7,9,11,16,27,30

WINDOWS / DOOR AREA - (42%) 614 GSF

MASONRY - (22%) 314 GSF

SIDING FC-02 - (27%) 389 GSF

SIDING FC-03 - (9%) 131 GSF

GREENWAY ELEVATION AREA: 2,084 (GSF)

WINDOWS / DOOR AREA - (20%) 427 GSF

MASONRY - (28%) 578 GSF

SIDING FC-01 - (12%) 259 GSF

SIDING FC-02 - (33%) 698 GSF

SIDING FC-03 - (6%) 122 GSF

PUBLIC DRIVES (LEFT) AREA: 1,449 (GSF)

WINDOWS / DOOR AREA - (42%) 614 GSF

MASONRY - (22%) 314 GSF

SIDING FC-02 - (27%) 389 GSF

SIDING FC-03 - (9%) 131 GSF

PODS

20 COURTYARD SOUTH FRONTAGE: 1,191 (GSF)

WINDOWS / DOOR AREA - (18%) 219 GSF
MASONRY - (4%) 49 GSF
SIDING FC-01 - (11%) 131 GSF
SIDING FC-02 - (62%) 737 GSF
SIDING FC-03 - (4%) 55 GSF

COURTYARD EAST ELEVATION AREA: 995 (GSF)

WINDOWS / DOOR AREA - (13%) 134 GSF
MASONRY - (26%) 260 GSF
SIDING FC-01 - (14%) 143 GSF
SIDING FC-02 - (35%) 351 GSF
SIDING FC-03 - (11%) 107 GSF

PUBLIC DRIVE (RIGHT) AREA: 728 (GSF)

WINDOWS / DOOR AREA - (40%) 293 GSF
MASONRY - 31%) 229 GSF
SIDING FC-02 - 16%) 113 GSF
SIDING FC-03 - (13%) 92 GSF

MAIN DRIVE ELEVATION AREA 1,079 (GSF)

WINDOWS / DOOR AREA - (17%) 196 GSF
MASONRY - (41%) 435 GSF
SIDING FC-02 - (36%) 382 GSF
SIDING FC-03 - (6%) 66 GSF

TOT: 3,993 (GSF)
MASONRY: 19% - 744 (GSF)
SIDING 1: 7% - 274 (GSF)
SIDING 2: 45% - 1,813 (GSF)
SIDING 3: 8% - 320 (GSF)

21 COURTYARD SOUTH FRONTAGE: 2,382 (GSF)

WINDOWS / DOOR AREA - (18%) 438 GSF
MASONRY - (4%) 98 GSF
SIDING FC-01 - (11%) 262 GSF
SIDING FC-02 - (62%) 1,474 GSF
SIDING FC-03 - (4%) 110 GSF

PUBLIC DRIVE (RIGHT) AREA: 728 (GSF)

WINDOWS / DOOR AREA - (40%) 293 GSF
MASONRY - 31%) 229 GSF
SIDING FC-02 - 16%) 113 GSF
SIDING FC-03 - (13%) 92 GSF

PUBLIC DRIVE (LEFT) AREA: 728 (GSF)

WINDOWS / DOOR AREA - (40%) 293 GSF
MASONRY - 31%) 229 GSF
SIDING FC-02 - 16%) 113 GSF
SIDING FC-03 - (13%) 92 GSF

MAIN DRIVE ELEVATION AREA 2,158 (GSF)

WINDOWS / DOOR AREA - (18%) 392 GSF
MASONRY - (40%) 870 GSF
SIDING FC-02 - (35%) 764 GSF
SIDING FC-03 - (6%) 132 GSF

PODS

22 COURTYARD SOUTH FRONTAGE: 1,191 (GSF)

WINDOWS / DOOR AREA - (18%) 219 GSF
MASONRY - (4%) 49 GSF
SIDING FC-01- (11%) 131 GSF
SIDING FC-02 - (62%) 737 GSF
SIDING FC-03 - (4%) 55 GSF

COURTYARD EAST ELEVATION AREA: 995 (GSF)

WINDOWS / DOOR AREA - (13%) 134 GSF
MASONRY - (26%) 260 GSF
SIDING FC-01 - (14%) 143 GSF
SIDING FC-02 - (35%) 351 GSF
SIDING FC-03 - (11%) 107 GSF

PUBLIC DRIVE (LEFT) AREA: 728 (GSF)

WINDOWS / DOOR AREA - (40%) 293 GSF
MASONRY - 31%) 229 GSF
SIDING FC-02 - 16%) 113 GSF
SIDING FC-03 - (13%) 92 GSF

MAIN DRIVE ELEVATION AREA 1,079 (GSF)

WINDOWS / DOOR AREA - (17%) 196 GSF
MASONRY - (41%) 435 GSF
SIDING FC-02 - (36%) 382 GSF
SIDING FC-03 - (6%) 66 GSF

23 COURTYARD SOUTH FRONTAGE: 1,191 (GSF)

WINDOWS / DOOR AREA - (18%) 219 GSF
MASONRY - (4%) 49 GSF
SIDING FC-01- (11%) 131 GSF
SIDING FC-02 - (62%) 737 GSF
SIDING FC-03 - (4%) 55 GSF

COURTYARD - WEST ELEVATION AREA: 1,341 (GSF)

WINDOWS / DOOR AREA - (16%) 212 GSF
MASONRY - (39%) 528 GSF
SIDING FC-01 - (11%) 143 GSF
SIDING FC-02 - (26%) 351 GSF
SIDING FC-03 - (8%) 107 GSF

PUBLIC DRIVES AREA: 1,449 (GSF)

WINDOWS / DOOR AREA - (42%) 614 GSF
MASONRY - (22%) 314 GSF
SIDING FC-02 - (27%) 389 GSF
SIDING FC-03 - (9%) 131 GSF

MAIN DRIVE ELEVATION AREA 1,079 (GSF)

WINDOWS / DOOR AREA - (17%) 196 GSF
MASONRY - (41%) 435 GSF
SIDING FC-02 - (36%) 382 GSF
SIDING FC-03 - (6%) 66 GSF

PODS

24 COURTYARD SOUTH FRONTAGE: 1,191 (GSF)

WINDOWS / DOOR AREA - (18%) 219 GSF
MASONRY - (4%) 49 GSF
SIDING FC-01 - (11%) 131 GSF
SIDING FC-02 - (62%) 737 GSF
SIDING FC-03 - (4%) 55 GSF

COURTYARD - WEST ELEVATION AREA: 1,341 (GSF)

WINDOWS / DOOR AREA - (16%) 212 GSF
MASONRY - (39%) 528 GSF
SIDING FC-01 - (11%) 143 GSF
SIDING FC-02 - (26%) 351 GSF
SIDING FC-03 - (8%) 107 GSF

PUBLIC DRIVE LEFT AREA: 1,449 (GSF)

WINDOWS / DOOR AREA - (42%) 614 GSF
MASONRY - (22%) 314 GSF
SIDING FC-02 - (27%) 389 GSF
SIDING FC-03 - (9%) 131 GSF

UNIT A3 ELEVATION AREA: 635 (GSF)

WINDOWS / DOOR AREA - (15%) 93 GSF
MASONRY - (26%) 165 GSF
SIDING FC-01 - (59%) 377 GSF

MAIN DRIVE ELEVATION AREA 1,079 (GSF)

WINDOWS / DOOR AREA - (17%) 196 GSF
MASONRY - (41%) 435 GSF
SIDING FC-02 - (36%) 382 GSF
SIDING FC-03 - (6%) 66 GSF

26 COURTYARD FRONTAGE: 692 (GSF)

WINDOWS / DOOR AREA - (23%) 156 GSF
MASONRY - (77%) 536 GSF

PUBLIC DRIVE (LEFT) AREA: 1442 (GSF)

WINDOWS / DOOR AREA - (45%) 642 GSF
MASONRY - (12%) 170 GSF
SIDING FC-02 - (38%) 552 GSF
SIDING FC-03 - (5%) 78 GSF

25 COURTYARD SOUTH FRONTAGE: 1,191 (GSF)

WINDOWS / DOOR AREA - (18%) 219 GSF
MASONRY - (4%) 49 GSF
SIDING FC-01 - (11%) 131 GSF
SIDING FC-02 - (62%) 737 GSF
SIDING FC-03 - (4%) 55 GSF

COURTYARD - EAST ELEVATION AREA: 1,341 (GSF)

WINDOWS / DOOR AREA - (16%) 212 GSF
MASONRY - (39%) 528 GSF
SIDING FC-01 - (11%) 143 GSF
SIDING FC-02 - (26%) 351 GSF
SIDING FC-03 - (8%) 107 GSF

PUBLIC DRIVE RIGHT AREA: 1,449 (GSF)

WINDOWS / DOOR AREA - (42%) 614 GSF
MASONRY - (22%) 314 GSF
SIDING FC-02 - (27%) 389 GSF
SIDING FC-03 - (9%) 131 GSF

27 COURTYARD SOUTH FRONTAGE: 2,382 (GSF)

WINDOWS / DOOR AREA - (18%) 438 GSF
MASONRY - (4%) 98 GSF
SIDING FC-01 - (11%) 262 GSF
SIDING FC-02 - (62%) 1,474 GSF
SIDING FC-03 - (4%) 110 GSF

PUBLIC DRIVE (LEFT) AREA: 728 (GSF)

WINDOWS / DOOR AREA - (40%) 293 GSF
MASONRY - (31%) 229 GSF
SIDING FC-02 - (16%) 113 GSF
SIDING FC-03 - (13%) 92 GSF

PUBLIC DRIVE (RIGHT) AREA: 728 (GSF)

WINDOWS / DOOR AREA - (40%) 293 GSF
MASONRY - (31%) 229 GSF
SIDING FC-02 - (16%) 113 GSF
SIDING FC-03 - (13%) 92 GSF

MAIN DRIVE ELEVATION AREA 2,158 (GSF)

WINDOWS / DOOR AREA - (18%) 392 GSF
MASONRY - (40%) 870 GSF
SIDING FC-02 - (35%) 764 GSF
SIDING FC-03 - (6%) 132 GSF

PODS

28 COURTYARD SOUTH FRONTAGE: 2,382 (GSF)

WINDOWS / DOOR AREA - (18%) 438 GSF
MASONRY - (4%) 98 GSF
SIDING FC-01- (11%) 262 GSF
SIDING FC-02 - (62%) 1,474 GSF
SIDING FC-03 - (4%) 110 GSF

PUBLIC DRIVE (LEFT) AREA: 728 (GSF)

WINDOWS / DOOR AREA - (40%) 293 GSF
MASONRY - 31%) 229 GSF
SIDING FC-02 - 16%) 113 GSF
SIDING FC-03 - (13%) 92 GSF

PUBLIC DRIVE (RIGHT) AREA: 728 (GSF)

WINDOWS / DOOR AREA - (40%) 293 GSF
MASONRY - 31%) 229 GSF
SIDING FC-02 - 16%) 113 GSF
SIDING FC-03 - (13%) 92 GSF

MAIN DRIVE ELEVATION AREA 2,158 (GSF)

WINDOWS / DOOR AREA - (18%) 392 GSF
MASONRY - (40%) 870 GSF
SIDING FC-02 - (35%) 764 GSF
SIDING FC-03 - (6%) 132 GSF

30 COURTYARD SOUTH FRONTAGE: 1,191 (GSF)

WINDOWS / DOOR AREA - (18%) 219 GSF
MASONRY - (4%) 49 GSF
SIDING FC-01- (11%) 131 GSF
SIDING FC-02 - (62%) 737 GSF
SIDING FC-03 - (4%) 55 GSF

COURTYARD - WEST ELEVATION AREA: 1,341 (GSF)

WINDOWS / DOOR AREA - (16%) 212 GSF
MASONRY - (39%) 528 GSF
SIDING FC-01 - (11%) 143 GSF
SIDING FC-02 - (26%) 351 GSF
SIDING FC-03 - (8%) 107 GSF

PUBLIC DRIVE LEFT AREA: 1,449 (GSF)

WINDOWS / DOOR AREA - (42%) 614 GSF
MASONRY - (22%) 314 GSF
SIDING FC-02 - (27%) 389 GSF
SIDING FC-03 - (9%) 131 GSF

MAIN DRIVE ELEVATION AREA 1,079 (GSF)

WINDOWS / DOOR AREA - (17%) 196 GSF
MASONRY - (41%) 435 GSF
SIDING FC-02 - (36%) 382 GSF
SIDING FC-03 - (6%) 66 GSF

29 COURTYARD SOUTH FRONTAGE: 1,191 (GSF)

WINDOWS / DOOR AREA - (18%) 219 GSF
MASONRY - (4%) 49 GSF
SIDING FC-01- (11%) 131 GSF
SIDING FC-02 - (62%) 737 GSF
SIDING FC-03 - (4%) 55 GSF

COURTYARD - EAST ELEVATION AREA: 1,341 (GSF)

WINDOWS / DOOR AREA - (16%) 212 GSF
MASONRY - (39%) 528 GSF
SIDING FC-01 - (11%) 143 GSF
SIDING FC-02 - (26%) 351 GSF
SIDING FC-03 - (8%) 107 GSF

PUBLIC DRIVE RIGHT AREA: 1,449 (GSF)

WINDOWS / DOOR AREA - (42%) 614 GSF
MASONRY - (22%) 314 GSF
SIDING FC-02 - (27%) 389 GSF
SIDING FC-03 - (9%) 131 GSF

MAIN DRIVE ELEVATION AREA 1,079 (GSF)

WINDOWS / DOOR AREA - (17%) 196 GSF
MASONRY - (41%) 435 GSF
SIDING FC-02 - (36%) 382 GSF
SIDING FC-03 - (6%) 66 GSF

PODS

31 COURTYARD SOUTH FRONTAGE: 2,382 (GSF)

WINDOWS / DOOR AREA - (18%) 438 GSF
MASONRY - (4%) 98 GSF
SIDING FC-01 - (11%) 262 GSF
SIDING FC-02 - (62%) 1,474 GSF
SIDING FC-03 - (4%) 110 GSF

COURTYARD - WEST ELEVATION AREA: 1,341 (GSF)

WINDOWS / DOOR AREA - (16%) 212 GSF
MASONRY - (39%) 528 GSF
SIDING FC-01 - (11%) 143 GSF
SIDING FC-02 - (26%) 351 GSF
SIDING FC-03 - (8%) 107 GSF

COURTYARD EAST ELEVATION AREA: 995 (GSF)

WINDOWS / DOOR AREA - (13%) 134 GSF
MASONRY - (26%) 260 GSF
SIDING FC-01 - (14%) 143 GSF
SIDING FC-02 - (35%) 351 GSF
SIDING FC-03 - (11%) 107 GSF

PUBLIC DRIVE LEFT AREA: 1,449 (GSF)
WINDOWS / DOOR AREA - (42%) 614 GSF
MASONRY - (22%) 314 GSF
SIDING FC-02 - (27%) 389 GSF
SIDING FC-03 - (9%) 131 GSF

PUBLIC DRIVE (RIGHT) AREA: 728 (GSF)

WINDOWS / DOOR AREA - (40%) 293 GSF
MASONRY - 31%) 229 GSF
SIDING FC-02 - 16%) 113 GSF
SIDING FC-03 - (13%) 92 GSF

MAIN DRIVE ELEVATION AREA 2,158 (GSF)

WINDOWS / DOOR AREA - (18%) 392 GSF
MASONRY - (40%) 870 GSF
SIDING FC-02 - (35%) 764 GSF
SIDING FC-03 - (6%) 132 GSF

EXHIBIT D
SOUTH TRACT SINGLE FAMILY STANDARDS

6.0 Architectural Standards

1. Minimum design elements listed in Section 106.06.03 Architectural Standards for Residential Structures will apply with the following enhancements required for this community:
 - a. *Elevation Repetition.* Each unique house elevation and brick color shall not be repeated on the lot most directly across the street or diagonal, nor shall it be repeated on two (2) lots in either direction on the same side of the street.
 - b. All homes must include at least four (4) of the architectural design features listed in Section 106.06.03(c).
 - c. *Minimum Masonry Requirement.* All exterior facades will be 85% masonry (brick and stone). Cementitious fiberboard, cedar trim or engineered wood may also be used for architectural features, including window box-outs, bay windows, roof dormers, columns, chimneys not part of an exterior wall or other architectural features approved by the Director.
 - d. Garage Doors will be a painted wood like material.
 - e. Front entry doors to the home shall be 6' 8" in height.



EXHIBIT E

CERTIFICATE FOR RESOLUTION ACKNOWLEDGING PROVISIONS OF
PALOMA CREEK SOUTH DEVELOPMENT AGREEMENT APPLICABLE TO OPERATION
OF
DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 8-A

STATE OF TEXAS	§	
	§	
COUNTY OF DENTON	§	
	§	
DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 8-A	§	

I, the undersigned Secretary of the Board of Directors (the "Board") of Denton County Fresh Water Supply District No. 8-A (the "District"), hereby certify as follows:

1. The Board convened in special session, open to the public, on the _____ day of _____, 2022, at a duly authorized meeting place, and the roll was called of the members of the Board, to-wit:

	-	President
	-	Vice President
	-	Secretary
	-	Assistant Secretary
	-	Assistant Secretary

All members of the Board were present except the following absentees: _____ thus constituting a quorum. Whereupon, among other business, the following was transacted at such meeting:

RESOLUTION ACKNOWLEDGING PROVISIONS OF
PALOMA CREEK SOUTH DEVELOPMENT AGREEMENT APPLICABLE TO
OPERATION OF DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 8-A

was duly introduced for the consideration of the Board. It was then duly moved and seconded that such Order be adopted; and, after due discussion, such motion, carrying with it the adoption of said Order, prevailed and carried by the following vote:

YES: _____ NOES: _____

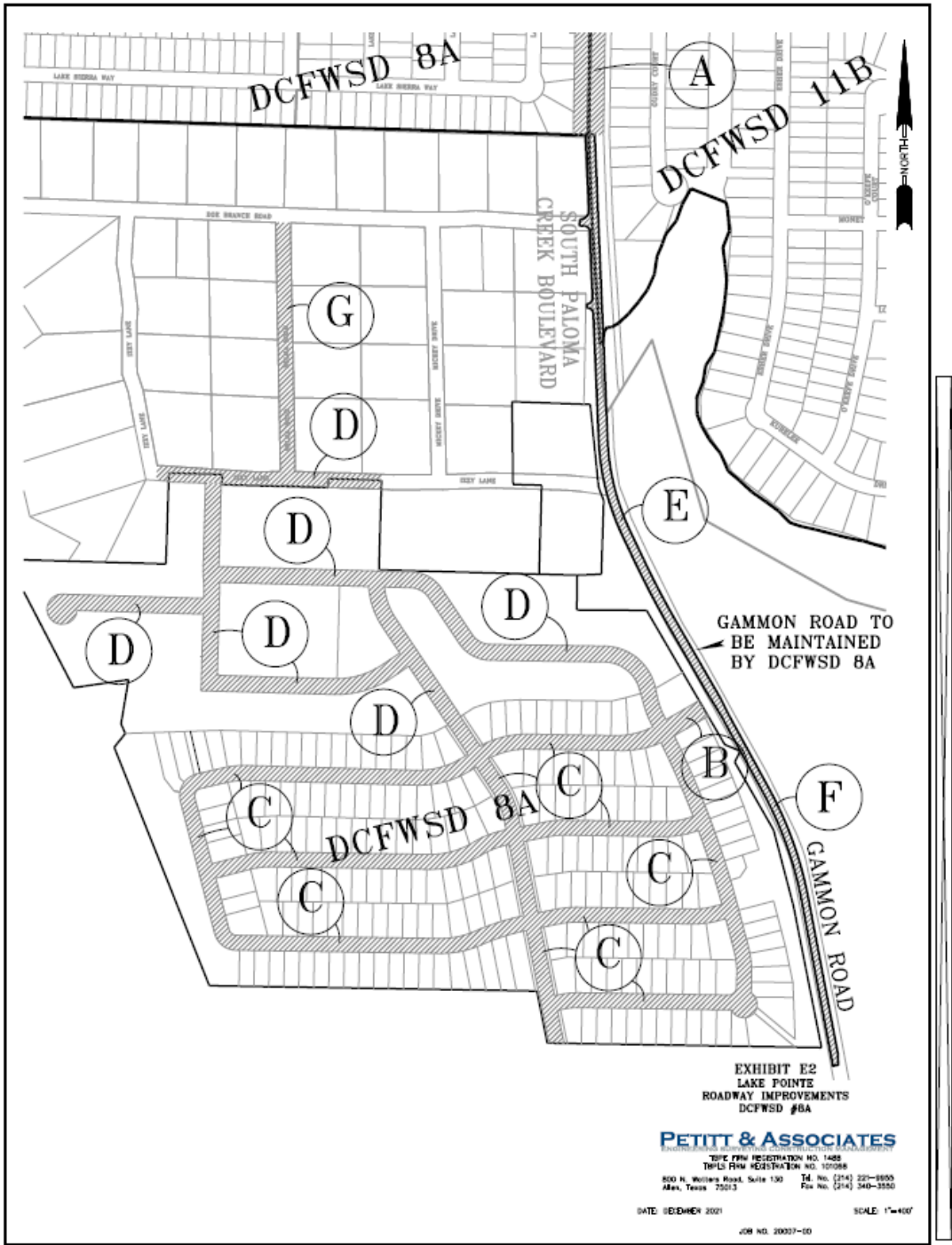
2. A true, full, and correct copy of the aforesaid Order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; such Order has been duly recorded in said Board's minutes of such meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the Board's minutes of such meeting pertaining to the adoption of such Order; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the Board as indicated therein; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance of the time, place, and purpose of such meeting and that such Order would be introduced and considered for adoption at such meeting and each of such officers and members consented, in advance, to the holding of such meeting for such purpose; such meeting was open to the public, as required by law, and public notice of the time, place and purpose of such meeting was given as required by V.T.C.A., Government Code, Chapter 551, as amended.

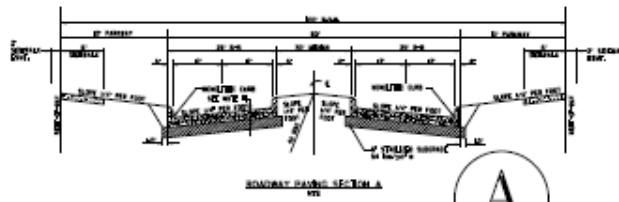
SIGNED AND SEALED the _____ day of _____, _____.

(SEAL)

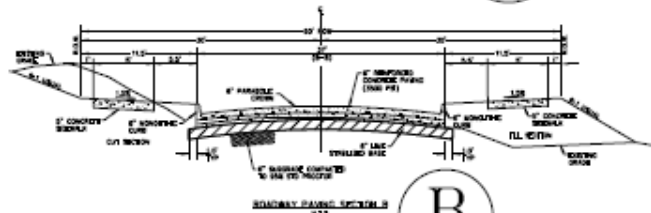
Secretary, Board of Directors

EXHIBIT F

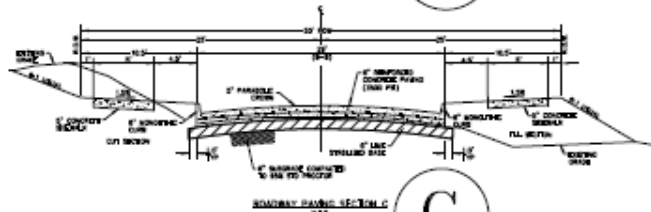




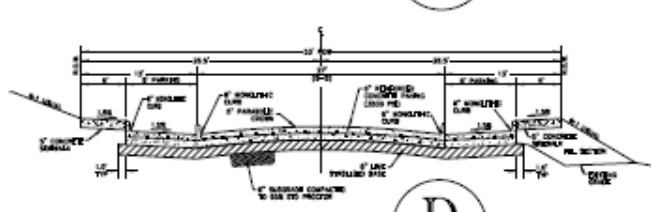
A



B



C



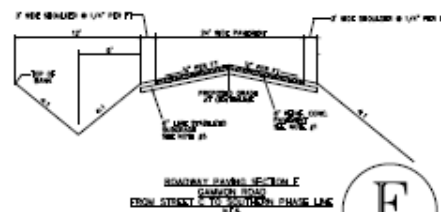
D



E



G



F

EXHIBIT E3
LAKE POINTE
ROADWAY IMPROVEMENTS
DCFWSD #8A

PETITT & ASSOCIATES
ENGINEERING SURVEYING CONSTRUCTION MANAGEMENT

TEXAS PROFESSIONAL REGISTRATION NO. 1408
TCEM PROFESSIONAL REGISTRATION NO. 101088
800 N. Wallers Road, Suite 130 Tel. No. (214) 221-8800
Allen, Texas 75013 Fax No. (214) 340-3550

DATE: SEPTEMBER 2001

SCALE: NTS

JOB NO. 20007-00



parcHAUS
BY PROVIDENT

FOR-LEASE COMMUNITIES
...REIMAGINED



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Meet The Construction Team



EXECUTIVE SUMMARY

parcHAUS by Provident Realty Advisors

parcHAUS by Provident is a newly developed, branded program for luxury Class-A, full-service residential rental communities commonly referred to as “Built-for-Rent”. The program utilizes a unit pod concept of one and two-story attached duplex and detached unit types strategically located to provide each unit with a private yard, while also maximizing the community's open space.

The majority of the units have direct access garages and do not share a common living area wall with the adjacent unit. The communities will include onsite leasing and management staff, maintenance, lawn care and trash valet. Other amenities will include a clubhouse with state of the art fitness center, a resort style swimming pool, pickleball, and dog park all within a well landscaped park-like setting.

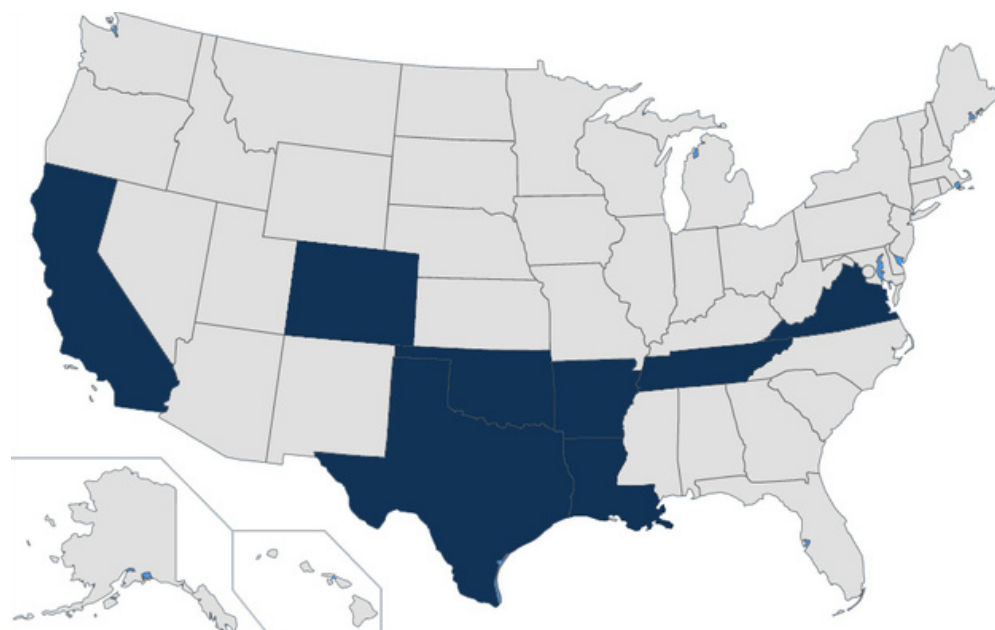
parcHAUS provides an attractive rental option that supports both “Renters by Choice” and “Renters by Need”, by offering families and individuals with the opportunity to live within a professionally managed, fully-amenitized and cohesively designed community without the costs and hassles of home ownership.

ABOUT PROVIDENT REALTY ADVISORS

Provident Realty Advisors, Inc. (PRA) is a privately held real estate and investment firm that seeks to provide exceptional risk-adjusted returns to its investor partners through superior execution of opportunistic and value-added strategies.

Since its inception in 1991, PRA has executed a diversified real estate investment and development platform. Currently the \$2+ billion PRA portfolio includes product types such as multifamily, mixed-use, office, industrial, retail, self storage, hospitality, medical, and senior housing & healthcare across the United States.

Under the leadership of Leon Backes and Jay Hawes, Provident is a respected, well capitalized investment firm, that has thrived through three decades and multiple market cycles with foresight, depth of experience and a unique ability to adapt to shifting demands, market trends and challenging economic cycles. Provident is in constant pursuit of flexibility, innovation, and professionalism in its operations and investments. By maintaining a streamlined decision making process, PRA is able to capitalize on fast moving opportunities and rapidly adjust to dynamic market forces.



20M	SQFT Office, Industrial, Retail & Multifamily
4.5M	SQFT Industrial
14,000	Multifamily Units
10,000	Masterplanned Community Lots
15,000	Self Storage Units
3,200+	Hotel Keys

PRA MULTI-FAMILY DEVELOPMENT STATS

Provident Realty Advisors Qualifications



75+ Years Development
Experience



14,000 - Multi-Family Units
Developed



2,133 - parcHAUS Units
Completed / Pipeline

WHAT IS BUILT FOR RENT?

- An alternative rental housing option that provides the convenience of a single-family home without the hassle of home ownership.
- Onsite Property Management and Maintenance Staff
- Communities are developed entirely on a single lot.
- Communities provide enriched open green spaces, enhanced streetscapes, and modern amenities that activate the neighborhood.



BUILT FOR RENT DEMOGRAPHICS

- Double Income Millennial Couples
- Retirees
- Families
- Young Professionals



parcHAUS COMMUNITY FACTS

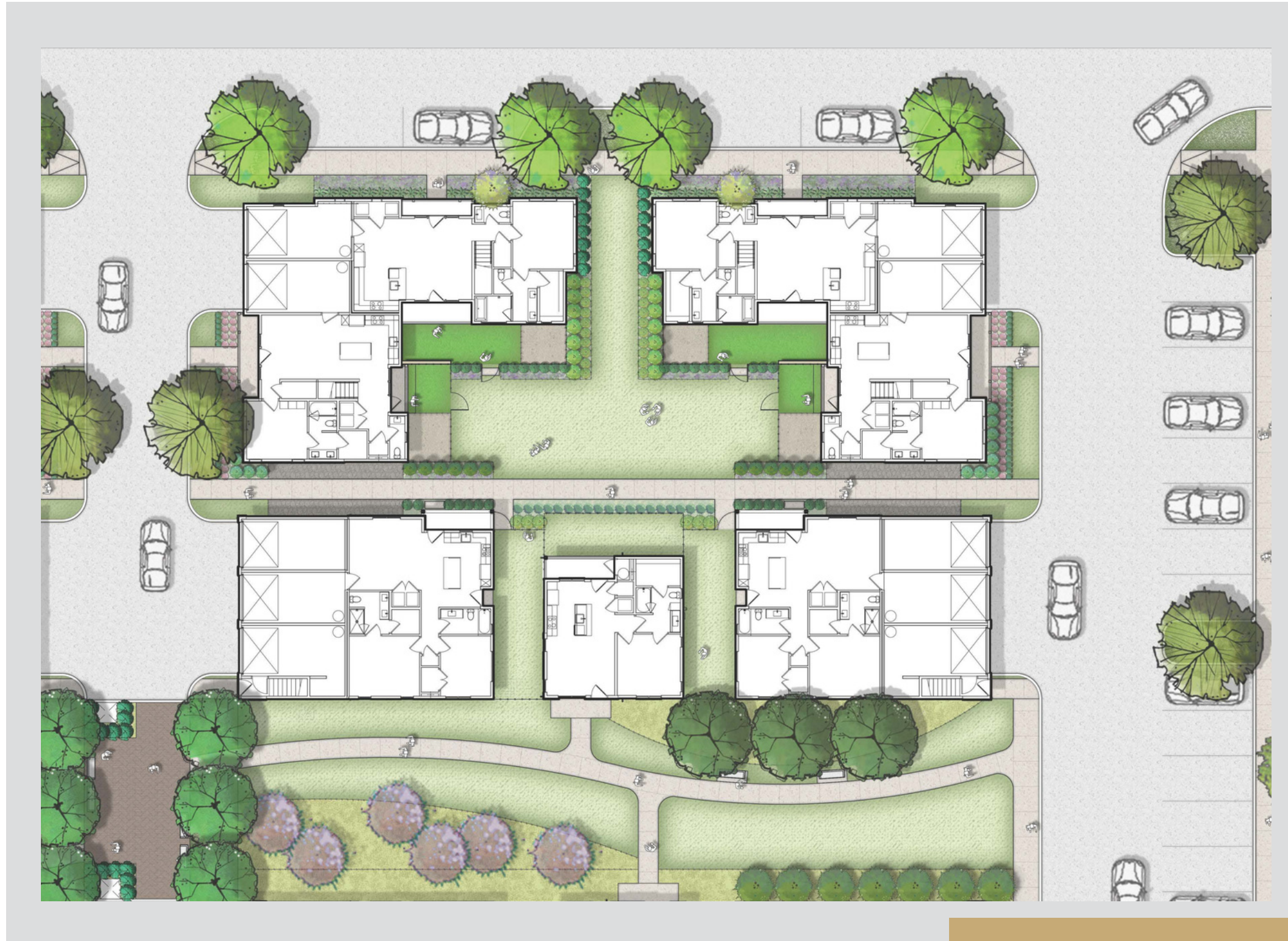
- 221 Homes
- Density of <9 Homes per Acre
- One- & Two-Story Homes
- 1.92 Parking Spaces per Home
- Direct Access Garages Available
- Individual Private Yards
- Enhanced Streetscapes Encourage Walkability
- Park-Like Setting Promotes Connectivity
- Contemporary Exterior Elevations
- Open Concept Floor Plans
- Exquisitely Designed with High-End Interior Finishes
- Resort-Style Amenities



*Concept Site Plan



parcHAUS POD LAYOUT



EXTERIOR RENDERINGS



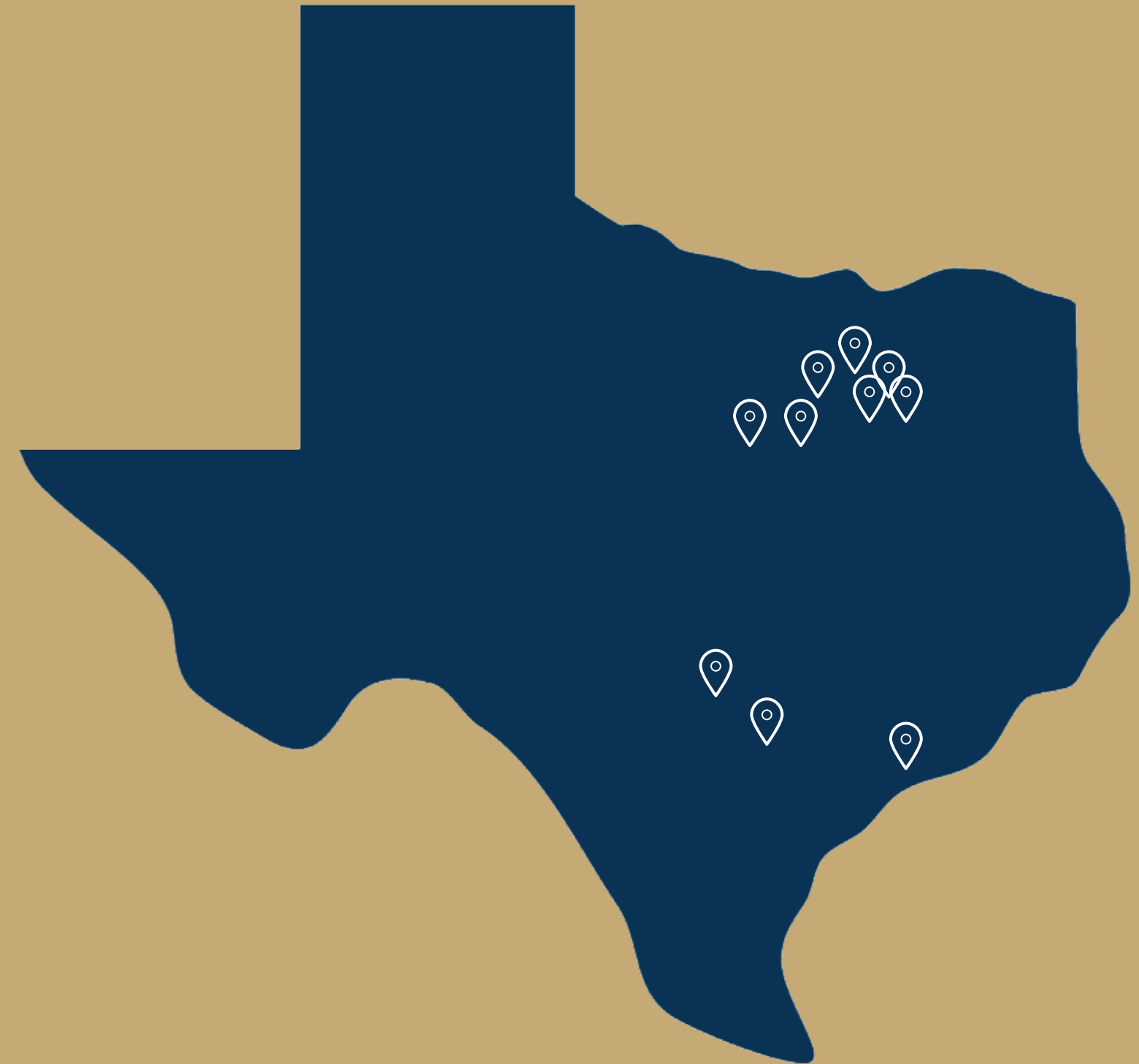
MODEL HOME INTERIORS



parcHAUS COMMUNITIES

10 Texas Communities: 2,133 Homes

- MCKINNEY, TX: 136 HOMES
- CELINA, TX: 186 HOMES
- MARBLE FALLS, TX: 190 HOMES
- SAN MARCOS, TX: 188 HOMES
- FORT WORTH, TX: 212 HOMES
- ROCKWALL, TX: 275 HOMES
- SPRING, TX: 275 HOMES
- GARLAND, TX: 242 HOMES
- ARLINGTON, TX: 208 HOMES
- LITTLE ELM, TX: 221 HOMES



MEET THE DEVELOPMENT TEAM

Dave Holland - Executive Director, Multi-Family Development

Joining Provident in 2015, Dave further expanded our multifamily pipeline in Colorado, Georgia, Tennessee and Texas. His career spans a quarter century, with over 5,000 Units developed. Prior to PRA, Dave oversaw the multifamily development activity at GenCap Partners in Texas & Colorado.

Thomas Hill - Director, Built for Rent

Thomas joined PRA Construction in 2011 where he built 2,000+ MF units in Louisiana and Texas for Provident. In 2017, Thomas transitioned to PRA's Master-Planned Community Team where he worked on several communities. With Built-for-Rent on the rise, Thomas created the parchHAUS brand, Provident's premier BFR product. parchHAUS was launched in 2020. The first community sold in the second quarter of 2022 and the platform has a future pipeline of over 2,000 units.

Glenn Lanier - Director, Multi-Family Development

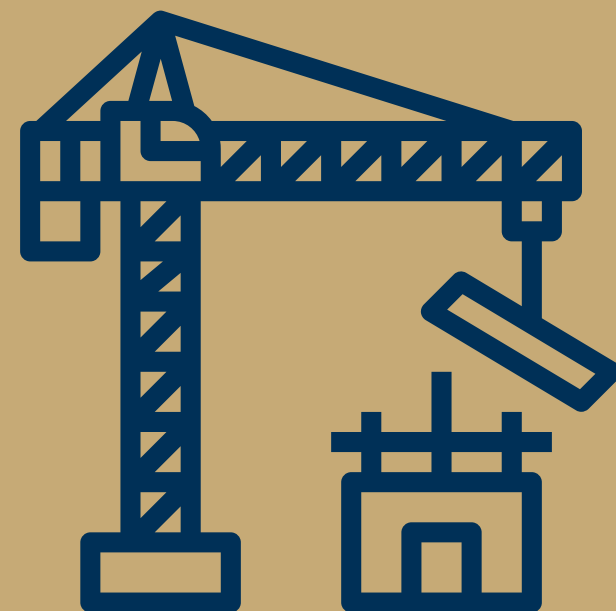
Glenn serves within the multifamily division engaged in all phases of new development across the southeast/southwestern US regions. Glenn received his MBA from Southern Methodist University with an emphasis in Real Estate and Finance, attended the University of North Texas for his undergraduate degree, and has held an active Texas Real Estate Salespersons license since 2018.

Garrett Elconin - Director, Multi-Family Development

Garrett joined Provident's multi-family team in 2022. His responsibilities include all phases of the development process. Prior to Provident, Garrett was at Holland Partner Group, located in their Seattle office. While there he managed multifamily mixed-use projects totaling over \$750 Million representing 1,300 units. He graduated from the Kelley School of Business at Indiana University with a BS in Finance and Real Estate.

MEET THE CONSTRUCTION TEAM

Provident General Contractors



Founded in 2004



11,000 - Multi-Family Units Built
28 - Active Projects



#19 on MNHC's Top Builder List
2022

GET IN TOUCH

Provident Realty Advisors
10210 N Central Expy, Ste 300, Dallas, TX 75231
972.385.4100



www.parchaus.com
www.providentrealty.net



Date: 08/02/2022
Agenda Item #: 7. B.
Department: Development Services
Strategic Goal: Provide a safe and welcoming environment for Little Elm residents and visitors
Staff Contact: Fred Gibbs, Director of Development Services

AGENDA ITEM:

Present, Discuss, and Consider Action to Approve **Resolution No. 0802202202 of the Town Council of the Town of Little Elm, Texas Consenting to the Annexation of Land into Denton County Fresh Water Supply District 8-A.**

DESCRIPTION:

This resolution is required from the Town Council to consent approximately 77.302 acres to the annexation of land into Denton County Fresh Water Supply District 8-A. This resolution allows the District to be formed within the Towns ETJ and expands the limits of DCFWSD 8A. It also will address infrastructure maintenance concerns in that area including Gammon Road which lies within the Town limits. In essence the District will be responsible for all maintenance of infrastructure in that area in both the Towns ETJ and Town Limits.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Town Staff requests Council direction.

Attachments

Consent Resolution for DCFWSD 8A Paloma Creek South

RESOLUTION NO. 0802202202

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, CONSENTING TO THE ADDITION OF 77.302 ACRES OF LAND TO DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 8-A; AND PROVIDING AN EFFECTIVE DATE THEREOF.

WHEREAS, the Town of Little Elm, Texas (the "Town"), is a home rule municipal corporation of the State of Texas; and

WHEREAS, Denton County Fresh Water Supply District No. 8-A (the "District") is a conservation and reclamation district and political subdivision of the State of Texas operating pursuant to the provisions of the general laws of the State, including particularly Chapters 49, 51 and, for certain purposes, 53, Texas Water Code; and

WHEREAS, Section 42.0425, Texas Local Government Code, requires the Town's consent to addition of land to a political subdivision, such as the District, one purpose of which is to supply fresh water for domestic or commercial use or to furnish sanitary sewer services, roadways or drainage, within the Town's ETJ; and

WHEREAS, on or about September 23, 2021, the District filed with the Town Secretary a "Petition for Consent to Include Additional Land in Denton County Fresh Water Supply District No. 8-A" (the "Petition") relative to 77.302 acres of land located in the extraterritorial jurisdiction (the "ETJ") of the Town and described by metes and bounds on Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Petition was signed by the owner of the Property and the District; and the Petition requests the Town's consent to the addition of the Property to the District, and a copy of the Petition is attached hereto as Exhibit "B"; and

WHEREAS, the Property lies wholly within the ETJ of the Town, and no portion of the Property lies in the corporate limits or ETJ of any other municipality.

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

SECTION 1. That all of the above premises are true and correct findings of the Town of Little Elm Town Council, and they are hereby approved and incorporated into this Resolution for all purposes.

SECTION 2. That the Town hereby consents to the addition of the Property to the District, and that the Mayor or Town Manager of the Town is hereby authorized and directed to execute from time to time such additional documents, if any, that may be required to evidence the Town's consent and to fulfill the purposes for which the consent is given.

SECTION 3. That this Resolution and the consent granted hereby shall be effective immediately upon adoption.

DULY RESOLVED AND ADOPTED by the Town Council of the Town of Little Elm, Texas, on the ____ day of _____, 2022.

Mayor

ATTEST: Town Secretary

Town Attorney

EXHIBIT "A"

TRACT 1

58.236 ACRES

BEING that certain tract of land situated in the J.M. McNEIL SURVEY, ABSTRACT No. 884, in Denton County, Texas, and being all of a called 58.298 acre tract of land described in Special Warranty Deed to Waterfront @ Lake Lewisville LLC recorded in Instrument Number 2018-68639, of the Deed Records of Denton County, Texas (DRDCT), and being more particularly described as follows:

COMMENCING at the most easterly northeast corner of said Waterfront tract and being in the west line of Gammon Road (an undedicated road) and being an angle point in that certain tract of land designated a K-907-2 described in deed to the United States of America recorded in Volume 390, Page 328, DRDCT save and except a called 8.2 acre tract designated as Parcel No. 3 described to H.E. and Annie D. Thompson in Quit Claim Deed from the United States of America recorded in Volume 486, Page 137, DRDCT;

THENCE with the common line of said United States of America tract and said Waterfront tract the following courses:

South 30°12'15" East, a distance of 518.44 feet to the south corner of said 8.2 acre tract;

South 67°11'46" East, a distance of 56.50 feet to a point for corner;

South 27°05'28" West, a distance of 41.00 feet to the north corner of a called 5.5 acre tract designated as Parcel No. 4 described to H.E. and Annie D. Thompson in Quit Claim Deed from the United States of America recorded in Volume 486, Page 137, DRDCT;

South 29°50'57" East, a distance of 261.66 feet to a point for corner;

South 14°37'51" East, a distance of 260.97 feet to a point for corner;

South 11°13'56" East, a distance of 483.03 feet to the northeast corner of a called 20.275 acre tract of land designated as Tract I and described in Warranty Deed to Muse Family Enterprises, LTD. recorded in Document Number 2010-127505, DRDCT;

THENCE departing said common line with the common line of said Waterfront tract and said Muse tract the following courses:

North 89°04'29" West, a distance of 916.55 feet to a point for corner;

North 11°20'52" West, a distance of 177.64 feet to a point for corner;

North 89°04'29" West, a distance of 1094.51 feet to the southwest corner of said Waterfront tract and being the northwest corner of said Muse tract and being in the easterly line of that that certain tract of land designated a K-907-1 described in deed to the United States of America recorded in Volume 390, Page 328, DRDCT, save and except a called 3.3 acre tract designated as Parcel No. 2 described to H.E. and Annie D. Thompson in Quit Claim Deed from the United States of America recorded in Volume 468, Page 137, DRDCT;

THENCE departing said common line with the common line of said United States of America tract and said Waterfront tract the following courses:

North 21°47'07" West, a distance of 857.06 feet to a point for corner;

North 38°57'13" East, a distance of 59.30 feet to the north corner of said 3.3 acre tract;

North 24°16'05" West, a distance of 34.97 feet to a point for corner;

North 09°35'18" East, a distance of 149.84 feet to the southeast corner of a called 2.9 acre tract designated as Parcel No. 1 described to H.E. and Annie D. Thompson in Quit Claim Deed from the United States of

America recorded in Volume 468, Page 137, DRDCT also being an angle point in a called 12.184 acre tract of land described in Warranty Deed to R. Mills Roberts recorded in Document Number 2010-45135, DRDCT;

THENCE South 88°34'33" East with the common line of said Waterfront tract and said Roberts tract, a distance of 1051.37 feet to a point for corner;

THENCE North 33°40'19" West, a distance of 473.43 feet to a point for corner;

THENCE South 88°28'14" East, a distance of 710.99 feet to a point for corner;

THENCE South 00°41'43" West, a distance of 115.65 feet to a point for corner;

THENCE South 89°33'35" East, a distance of 233.61 feet to the POINT OF BEGINNING, containing 58.236 acres, more or less;

TRACT 2

15.661 ACRES

BEING that certain tract of land situated in the J.M. McNEIL SURVEY, ABSTRACT No. 884 and the MARSELLA JONES SURVEY, ABSTRACT No. 662, in Denton County, Texas, and being all of a called 12.184 acre tract of land described in Warranty Deed to R. Mills Roberts recorded in Document Number 2010-45135, of the Deed Records of Denton County, Texas (DRDCT) and all of a called 1.09 acre tract of land designated as Tract I and all of a called 1.10 acre tract of land designated as Tract II described in Special Warranty Deed to MRoberts, Inc. recorded in Document Number 2010-122203, DRDCT and all of that certain tract of land described in Substitute Trustee's Deed to M Roberts Inc. recorded in Instrument Number 2019-30009, DRDCT, and being more particularly described as follows:

COMMENCING at the most westerly corner of said 12.184 acre tract and being an angle point in that certain tract of land designated a K-907-1 described in deed to the United States of America recorded in Volume 390, Page 328, DRDCT, save and except a called 2.9 acre tract designated as Parcel No. 1 described to H.E. and Annie D. Thompson in Quit Claim Deed from the United States of America recorded in Volume 486, Page 137, DRDCT;

THENCE with the north line of said 12.184 acre tract the following courses:

South 88°22'38"East, a distance of 531.43 feet to a point for corner;

North 01°55'01"East, a distance of 303.45 feet to a point for corner in the approximate center of Izzy Drive (an undedicated roadway);

South 88°35'26"East with the approximate centerline of said Izzy Drive, a distance of 178.05 feet to a point for corner;

South 01°45'23"West, a distance of 34.22 feet to point for corner;

THENCE South 88°26'27"East departing said north line with the north line of said 1.09 acre tract and said 1.10 acre tract, a distance of 354.82 feet to a point for corner in the west line of said tract of land described to M Roberts, Inc. in Substitute Trustee's Deed Instrument Number 2019-30009, DRDCT;

THENCE North 01°42'01"East with the west line of said M Roberts, Inc. tract, a distance of 29.92 feet to a point for corner in the approximate centerline of Izzy Drive;

THENCE South 88°07'11"East with the north line of said M Roberts, Inc. tract, a distance of 178.00 feet to the common corner of said M Roberts, Inc. tract and a called 1.221 acre tract of land described to Anthony Carniero in General Warranty Deed recorded in Instrument Number 2017-121397, DRDCT from which a 1/2-inch iron rod with cap found bears North 23°39'26" East, a distance of 3.71 feet;

THENCE South 01°42'00"West with the common line of said M. Roberts, Inc. tract and said Carniero tract, a distance of 299.16 feet to a point for corner being in the north line of a called 58.298 acre tract of land described in

Special Warranty Deed to Waterfront @ Lake Lewisville LLC recorded in Instrument Number 2018-68639, DRDCT;

THENCE North 88°28'14"West with the common line of said M Roberts, Inc. tract and said 58.298 acre tract, a distance of 48.20 feet to an angle point in said 12.184 acre tract and in said 58.298 acre tract;

THENCE South 33°40'19"East with the common line of said 12.184 tract and said 58.298 acre tract, a distance of 473.43 feet to the southeast corner of said 12.184 acre tract and being an angle point in said 58.298 acre tract;

THENCE North 88°34'33"West continuing with said common line, a distance of 1051.37 feet to the southeast corner of said 2.9 acre and also being an angle point in said 58.298 acre tract;

THENCE South 81°47'21"West with the common line of said 12.184 acre tract and said 2.9 acre tract, a distance of 185.26 feet to the southwest corner of said 12.184 acre tract and being an angle point in said United States of America tract ;

THENCE North 27°30'04"West continuing with said common line, a distance of 482.53 feet to the POINT OF BEGINNING containing 15.661 acres, more or less.

TRACT 3

3.405 ACRES

BEING that certain tract of land situated in the MARSELLA JONES SURVEY, ABSTRACT No. 662, in Denton County, Texas, and being all of a called 1.673 acre tract of land described in General Warranty Deed to MRoberts Inc. recorded in Document Number 2015-103259, of the Deed Records of Denton County, Texas (DRDCT) and all of a called 1.72 acre tract of land described in Foreclosure Sale Deed to M. Roberts, Inc. recorded in Document Number 2013-11474, DRDCT;

BEGINNING at the southeast corner of said 1.673 acre tract;

THENCE North 89°27'15"West with the south line of said 1.673 acre tract, a distance of 308.28 feet to the southeast corner of that certain tract of land described to ACBC Real Estate, LLC in a Deed Without Warranty recorded in Instrument Number 2016-54941, DRDCT;

THENCE North 01°41'44"East with the common line of said 1.673 acre tract and said ACBC Real Estate tract, a distance of 295.88 feet to the common corner of said corner 1.673 acre tract and said ACBC Real Estate tract and being in the south line of said 1.72 acre tract;

THENCE North 88°23'04" West with the common line of said ACBC Real Estate tract and said 1.72 acre tract, a distance of 95.48 feet to the southwest corner of said 1.72 acre tract;

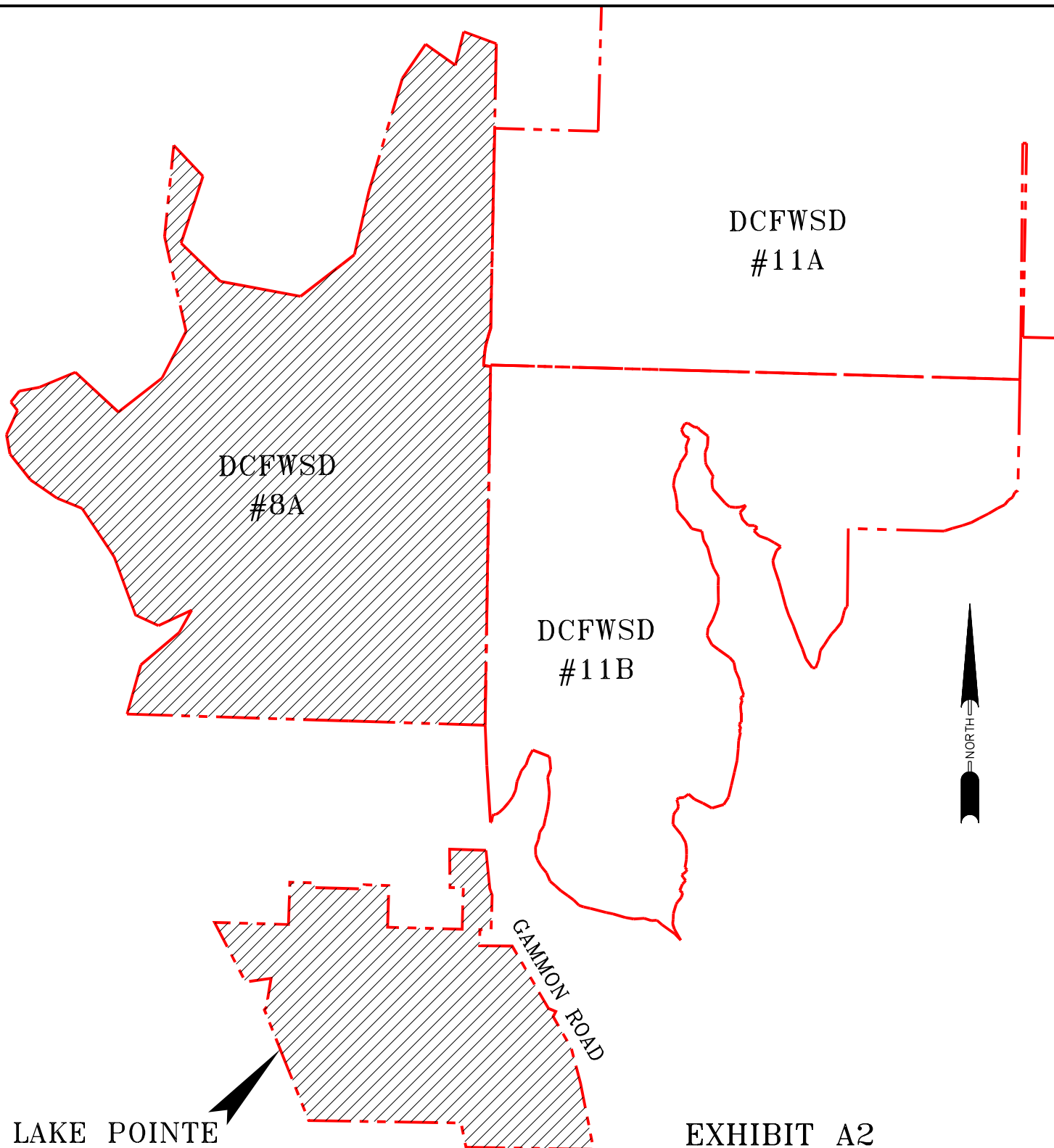
THENCE North 00°38'42" West with the common line, a distance of 276.13 feet to the northwest corner of said 1.72 acre tract;

THENCE South 88°00'40" East, a distance of 261.17 feet to the northeast corner of said 1.72 acre tract;

THENCE South 05°42'52" East, a distance of 276.48 feet to the southeast corner of said 1.72 acre tract;

THENCE South 20°28'25" East, a distance of 313.11 feet to the POINT OF BEGINNING, containing 3.405 acres.

"THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21; DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED."



LAKE POINTE
ADDITION

EXHIBIT A2
DCFWSD 8A ANNEXATION
LAKE POINTE ADDITION

PETITT & ASSOCIATES
ENGINEERING SURVEYING CONSTRUCTION MANAGEMENT

TBPE FIRM REGISTRATION NO. 1488
TBPLS FIRM REGISTRATION NO. 101068

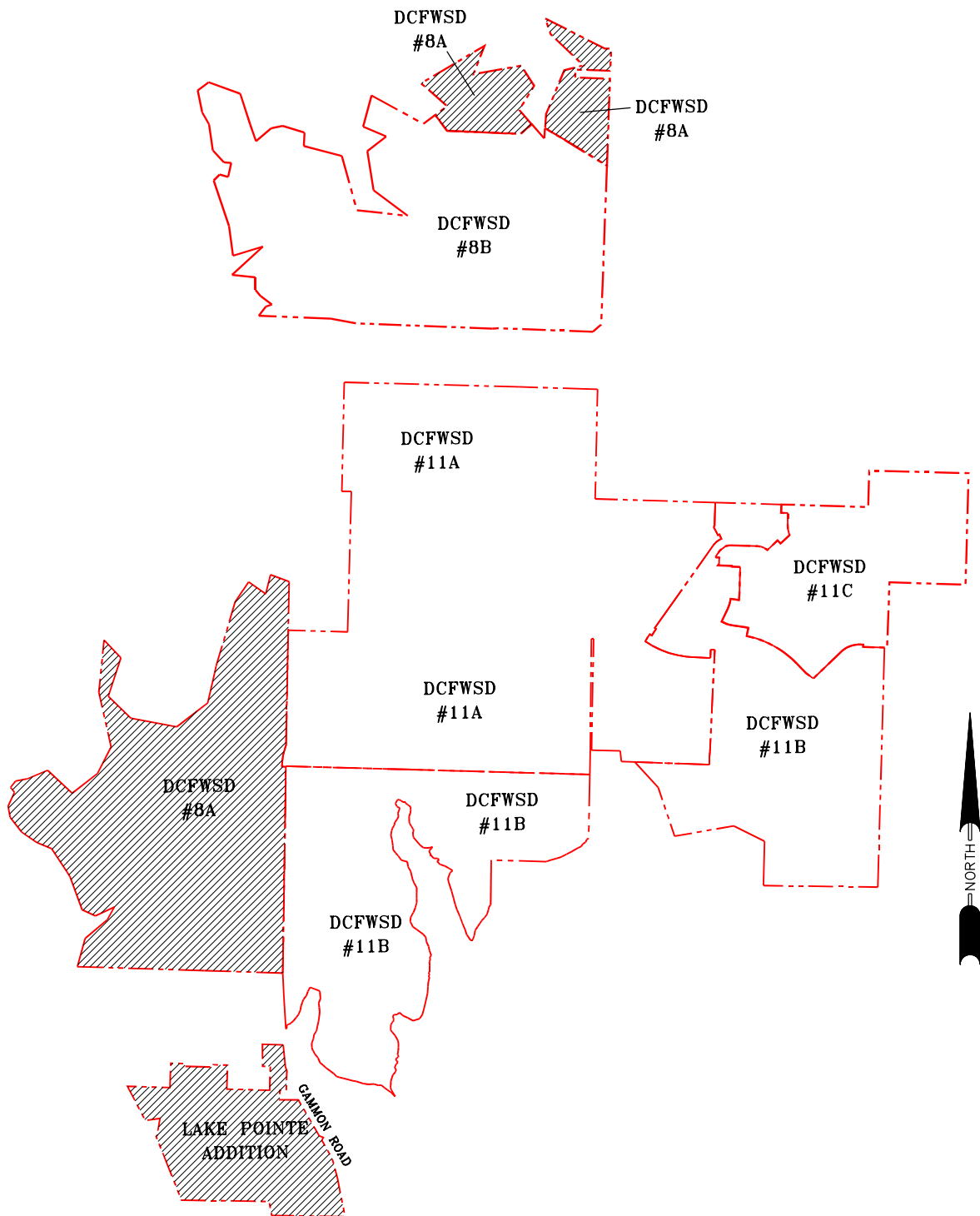
800 N. Watters Road, Suite 130
Allen, Texas 75013

Tel. No. (214) 221-9955
Fax No. (214) 340-3550

DATE: AUGUST 2021

SCALE: 1"=1000'

JOB NO. 20007-00



DISTRICT LOCATION MAP

EXHIBIT A1 DCFWSD 8A ANNEXATION LAKE POINTE ADDITION

PETITT & ASSOCIATES
ENGINEERING SURVEYING CONSTRUCTION MANAGEMENT

TBPE FIRM REGISTRATION NO. 1488
TBPLS FIRM REGISTRATION NO. 101068

800 N. Watters Road, Suite 130
Allen, Texas 75013

Tel. No. (214) 221-9955
Fax No. (214) 340-3550

DATE: AUGUST 2021

JOB NO. 20007-00

SCALE: 1"=2000'

EXHIBIT "B"

PETITION FOR CONSENT TO INCLUDE ADDITIONAL LAND IN DISTRICT

**PETITION FOR CONSENT TO INCLUDE ADDITIONAL LAND IN
DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 8-A**

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

TO THE HONORABLE MAYOR AND
TOWN COUNCIL OF THE TOWN OF LITTLE ELM:

PALOMA SOUTH, LP, a Texas limited partnership, being the current holder of title to all of the land hereinafter described ("Landowner") and DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 8-A ("District") (Landowner and District hereinafter together called "Petitioner") respectfully petition for consent to include additional land in the District. In support of this petition, Petitioner shows as follows:

I.

The District, to which the land hereinafter described is sought to be annexed, exists and operates under the terms and provisions of Article III, Section 52, and Article XVI, Section 59, of the Constitution of Texas and Chapters 49, 51 and for limited purposes, 53, Texas Water Code, as amended. Landowner is the sole owner and holder of fee simple title to the land sought to be annexed to the District.

II.

The land sought to be added to the District is an area of approximately 77.302 acres of land, more or less, and lies wholly within Denton County, Texas. No part of said area is within the limits of any incorporated city or town. Under the provisions of Chapter 42, Texas Local Government Code, said area is wholly within the extraterritorial jurisdiction of the Town of Little Elm and is not within such jurisdiction of any other city.

III.

The 77.302 acres of land proposed to be added to the area of the District is described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes.

IV.

The general nature of the work proposed to be done in the area sought to be annexed is expected to be the construction, improvement, extension, operation and maintenance of:

- (1) a waterworks and sanitary sewer system for domestic purposes;

- (2) facilities and appliances helpful or necessary to provide adequate storm drainage for the area; and
- (3) a system of paved roads.

V.

There is a necessity for the improvements above described. The area of the District is urban in nature, is within the growing environs of the Town of Little Elm, and the area sought to be added to the District will be developed for residential purposes.

VI.

It is estimated by the Petitioner, from such information as is available at this time, that the cost of the above-described work contemplated within the proposed area to be annexed will be approximately \$9,359,446.

WHEREFORE, Petitioner respectfully prays that this petition be granted in all respects and that the Town of Little Elm give its consent to the annexation of the aforesaid land in said District.

[Execution Pages Follow]

THIS PETITION DATED as of the 15 day of September, 2021.

LANDOWNER:

PALOMA SOUTH, L.P.,
a Texas limited partnership

By: PRA GP NO. 2, INC.
a Texas corporation, its general partner

By: [Signature]
Name: JULIAN HAWES, JR.
Title: ITS VICE PRESIDENT

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 15TH day of September, 2021, by JULIAN HAWES, JR., VICE PRESIDENT of PRA GP NO. 2, INC., a Texas corporation and general partner of PALOMA SOUTH, LP, a Texas limited partnership, on behalf of said entities.



[Signature]
Notary Public in and for the
State of Texas

DISTRICT:

DENTON COUNTY FRESH WATER SUPPLY
DISTRICT NO. 8-A



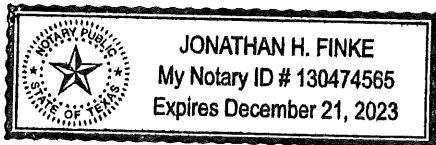
President, Board of Directors

ATTEST: 

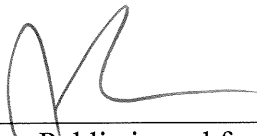
Secretary, Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on this 15 day of September, 2021, by
Jason Stiplett, _____ President of Denton County Fresh Water Supply
District No. 11-A, on behalf of said entity.



(NOTARY SEAL)



Notary Public in and for the
State of Texas



Date: 08/02/2022
Agenda Item #: 7. C.
Department: Finance
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Present, Discuss, and Consider Action to Approve **Ordinance No. 1672 Establishing the 2022 Certified Estimate Appraisal Roll.**

DESCRIPTION:

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

The roll lists all taxable property and values within the Town limits for 2022. The Town will also be required to approve the tax roll after the property tax rate is set.

There are four main parts to the property tax system. First, the Denton Central Appraisal District (DCAD) set the value of the property within Little Elm each year. Second, the Appraisal Review Boards (ARB's) settle any disagreements between taxpayers and the appraisal district about the value of the property. DCAD was unable to provide certified totals for this year tax roll which requires appraisal districts to certify over 95% of their appraisal roll. Under the Texas Tax Code Section 26.01(a-1):

*"If by July 20 the appraisal review board for an appraisal district has not approved the appraisal records for the district as required under Section 41.12, the Chief Appraiser shall not later than July 25 prepare and certify to the assessor for each taxing unit participating in the district an **estimate** of the taxable value of the property in that taxing unit."*

DCAD has noted that as of July 25th, the tax roll did reach 90.14%. Therefore, the tax roll and tax rate calculations have been based on the **certified estimates** provided by DCAD.

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

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

produce this amount.

The total freeze adjusted taxable value on the 2022 appraisal roll, including certified values under protest, is \$6,122,555,592, which is 25.44% higher than last year. The total value before the freeze adjustment is \$6,540,410,691.

Once the tax rate is approved, the Town will be able to begin collecting its 2022 tax levy (i.e. property tax revenue). These funds will be used to cover operating and maintenance expenses as well as debt service.

BUDGET IMPACT:

As presented in the proposed budget book for FY 2022-2023.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Ordinance 1672 Certified Estimate Appraisal Roll
DCAD Letter of 2022 Tax Roll Certification Estimates
2022 TOLE Certified Estimate Appraisal Roll

ORDINANCE NO. 1672

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, APPROVING THE 2022 APPRAISAL ROLL; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

Section 2. The Town Council hereby approves the certified estimate total taxable (before freeze loss) value on the 2022 appraisal roll of the Town in the amount of \$6,540,410,691 assessed valuation, based on the certified estimate appraisal rolls and rolls under protest as approved by the Appraisal Review Boards of DCAD.

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

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

READ and ADOPTED on the 2nd day of August 2022.

APPROVED:

Curtis Cornelious, Mayor

ATTEST:

Caitlan Biggs, Town Secretary



Denton Central Appraisal District
3911 Morse Street
Denton, TX 76208

(940) 349-3800
 www.dentoncad.com

07/21/22

Denton County Taxing Jurisdictions,

Furnishing you an accurate tax roll is our number one priority every year. A precise tax roll is essential in helping you build your budget and set an accurate tax rate. In addition, Denton Central Appraisal District (DCAD) understands firsthand how necessary budgets are in planning for the future. Therefore, providing the most accurate tax roll is a responsibility DCAD does not take lightly.

The Texas Legislature has charged Appraisal Districts with a very difficult task of certifying over 95% of their appraisal roll in just three and a half months. The Texas Legislature understands that not all appraisal districts (especially the top 10 largest appraisal districts) can get 95% of their entire appraisal roll processed and settled within that time frame. Therefore, the Texas Property Tax Code (TPTC) has allowed two provisions regarding certification. The first provision is size-related; appraisal districts with a million or more population get to certify at 90%. The top 5 largest CAD's fit into this category. (Denton CAD is the 6th largest). The second provision is written in TPTC Section 26.01(a-1):

*If by July 20 the appraisal review board for an appraisal district has not approved the appraisal records for the district as required under Section 41.12, the chief appraiser shall not later than **July 25** prepare and certify to the assessor for each taxing unit participating in the district an **estimate of the taxable value** of property in that taxing unit.*

The Denton Central Appraisal District's staff and the Denton County Appraisal Review Board diligently and tirelessly worked towards that 95% certified goal. Although we did not reach the intended target, we did reach **90.14%** (estimated until July 25th), so we will be sending out an estimate of the taxable value.

2022 Protest Season -

We understand your potential frustration in receiving Certified Estimates this year, but DCAD's accomplishments for 2022 are remarkable, especially considering the small number of employees carrying out the immense workload.

After speaking with Travis CAD and Harris CAD's Chief Appraisers and confirming that both CAD's are still below the 90% threshold and will be sending out Certified Estimates as well, we realized just how hard the staff at DCAD really worked.

To provide some context, when we compared Denton CAD to Travis CAD we found that DCAD has **56 fewer employees**, a staggering **167 fewer ARB Members**, and has only **8k more accounts** compared to TCAD. Though disproportionate in staff comparison, DCAD was able to hit 90%, and TCAD came in just below 90%. To say the DCAD staff worked incredibly hard is an understatement.

Below is the calculated workload DCAD accomplished in 62 business days. This snapshot was taken during the DCAD's protest period, April 17 - July 15, 2022 (this does not include the last 3 days of protest and how much was accomplished).

373,883 Accounts Valued and Mailed a Notice	7,310 Business Renditions Processed
80,177 Protests Evaluated & Settled	300 Leased Accounts Processed
23,066 ARB Hearings Held	205 Open Record Requests Answered
1,410 ARB Hearings Rescheduled	4,686 Appointment of Agents Entered
59,305 Phone Calls Received & Answered	18,688 Ownership Changes Made
9,850 Hours of Incoming & Outgoing Calls	6,630 Permits Processed
28,130 Helpdesk Tickets Answered	136 UDI's Created
15,046 People Walked-In Needing Assistance	2,402 Sales Entered
7,497 Homestead Applications Processed	746 New 2023 Accounts Created

Also completed:

2023 Budget, 2021 Financial Audit, 2022 Monthly Financials, 2022 Quarterly Allocations, 2022 Appraisal Manual, 2023-2024 Reappraisal Plan, 2021 Property Value Study, 2023 Strategic Plan, Weekly Preliminary Totals, and the initiation of the 2023 Depository Bid.

To accomplish this workload, 4,946 hours of overtime was accumulated from April 17 - July 15 by non-exempt employees. That is the equivalent of 10 extra people working 40 hour weeks and that number does not include the 20 exempt employees at DCAD who potentially put in the longest hours.

We hope this proves DCAD's willingness to provide both the taxing jurisdictions with an accurate tax roll and property owners with a fair valuation and exceptional customer service. **We also hope that this serves as a plea, that we need the Taxing Entities to approve our 2023 Budget for additional FTE's. Our employees cannot keep balancing these heavy workloads and long hours.**

Questions & Answers -

When will we receive the Certified Estimate?

The Certified Estimate will be placed in the Google folder on **July 25th before 5 pm**. You will receive an email when the files have been uploaded. The link to the Google folder can be found in the original email.

We cannot send the reports any sooner. DCAD's data team will be running the reports and checking the reports for data integrity. Please be patient as we desire to send out quality reports to each entity.

What will be included with the Certified Estimate?

On July 25th you will receive:

Certified Estimate, State Category & Exemption Breakdown, Effective Rate Assumptions

Lower Value Used Calculation and Breakdown of Properties

Average Home Value Report

Disputed Loss for 2021

Litigation Value Loss for 2021

Most Recent Supplement of 2021

When will DCAD reach Certification (95%)?

The ARB has scheduled hearings August 15th - September 8th, but the DCAD staff is working diligently to try and get property owners/agents in before those dates, to attempt to reach certification sooner.

You will continue to receive preliminary totals every Friday until Certification (95%) is achieved.

Should I wait until DCAD reaches 95% or should I use the Certified Estimate?

TPTC Section 26.04(c-2) states:

*Notwithstanding any other provision of this section, if the assessor for a taxing unit receives a **certified estimate** of the taxable value of property in the taxing unit under Section 26.01(a-1), the officer or employee designated by the governing body of the taxing unit **shall calculate the no-new-revenue tax rate and voter-approval tax rate using the certified estimate of taxable value.***

Outside Counsel's opinion:

"Denton County Taxing Jurisdictions will need to use the 26.01(a-1) certified estimate. Denton CAD can send Certified Totals when they reach 95% to give the taxing jurisdictions a better sense of estimated data and to bring them more comfort for setting a tax rate but (c-2) indicates the NNRT / VATR calculations must be calculated from the certified estimate."

DCAD's Reports:

Once you receive the reports, you will be able to add the "Not Under ARB Review" and the "Lower Value Used" amounts together to get to your certified estimate of taxable value (the lowest possible outcome). The Lower Value Used Report will provide each entity with a breakdown of every property still under review. DCAD will send detailed information out to you explaining how to properly calculate this number on July 25th.

How can the Entities help DCAD reach certification in the future?

The immediate need is for the Denton County Entities to approve the 2023 DCAD Budget. DCAD is asking for 18 new FTE's. The need is much greater than 18, but by adding 18 new employees for 2023 it will allow DCAD to gain momentum and achieve a proactive operating posture for the upcoming year.

Future needs will be discussed at the upcoming Board of Directors meeting on July 28th. DCAD's goals and objectives will be laid out in a five-year Strategic Plan. It will be presented and discussed and become a living document for DCAD and the Denton County Entities.

We look forward to providing a detailed understanding of how the funding provided by the entities directly correlates to the achievements of the District. We also look forward to feedback from the entities. We value the opinion of all Denton County Entities and want to work as a team to achieve success.

I appreciate your support on this topic.

Emer Sanabria

Communication Liaison

Denton Central Appraisal District

emer.sanabria@dentoncad.com

(940) 349-3936

2022 PRELIMINARY TOTALS

C13 - LITTLE ELM TOWN OF

Property Count: 18,290

Grand Totals

7/21/2022

9:59:46AM

Land		Value			
Homesite:		1,277,462,348			
Non Homesite:		751,460,322			
Ag Market:		65,021,835			
Timber Market:		0	Total Land	(+)	2,093,944,505
Improvement		Value			
Homesite:		4,250,516,260			
Non Homesite:		1,048,134,036	Total Improvements	(+)	5,298,650,296
Non Real		Count	Value		
Personal Property:	780		150,199,889		
Mineral Property:	0		0		
Autos:	0		0	Total Non Real	(+)
				Market Value	=
					150,199,889
					7,542,794,690
Ag	Non Exempt	Exempt			
Total Productivity Market:	65,021,835	0			
Ag Use:	51,159	0	Productivity Loss	(-)	64,970,676
Timber Use:	0	0	Appraised Value	=	7,477,824,014
Productivity Loss:	64,970,676	0			
			Homestead Cap	(-)	471,328,600
			Assessed Value	=	7,006,495,414
			Total Exemptions Amount	(-)	466,084,723
			(Breakdown on Next Page)		
			Net Taxable	=	6,540,410,691

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	28,516,542	26,626,435	123,582.64	124,272.97	93		
DPS	669,987	669,987	3,282.03	3,282.03	2		
OV65	415,999,967	390,430,318	1,836,474.32	1,849,196.02	1,333		
Total	445,186,496	417,726,740	1,963,338.99	1,976,751.02	1,428	Freeze Taxable	(-)
Tax Rate	0.6439480						417,726,740
Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count		
OV65	555,251	535,251	406,892	128,359	2		
Total	555,251	535,251	406,892	128,359	2	Transfer Adjustment	(-)
						Freeze Adjusted Taxable	=
							6,122,555,592

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
 41,389,413.27 = 6,122,555,592 * (0.6439480 / 100) + 1,963,338.99

Certified Estimate of Market Value: 7,355,615,445
 Certified Estimate of Taxable Value: 6,404,067,583

Tax Increment Finance Value: 0
 Tax Increment Finance Levy: 0.00



Date: 08/02/2022
Agenda Item #: 7. D.
Department: Finance
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Present, Discuss, and Consider Action on **Resolution No. 0802202201 for the Proposed FY 2022-2023 Property Tax Rate.**

DESCRIPTION:

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

Town staff recommends that the Town Council propose a rate of \$0.629900 per \$100 in valuation.

This item requires a record vote.

BUDGET IMPACT:

Cost to publish the notice is budgeted, if required.

RECOMMENDED ACTION:

Staff recommends approval.

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

I move to accept Resolution No. 0802202201 and place a proposal to adopt a FY 2022-2023 tax rate of \$0.629900 per \$100 of valuation on the September 6, 2022, Town Council Agenda.

Attachments

Resolution No. 0802202201 Proposed 2022 Property Tax Rate
TOLE 2022 Tax Rate Calculation

RESOLUTION NO. 0802202201

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, TO TAKE A RECORD VOTE TO PLACE A PROPOSAL FOR ADOPTION OF THE FISCAL YEAR 2022-2023 BUDGET AND TAX RATE ON THE SEPTEMBER 6, 2022 AGENDA; SPECIFYING THE PROPOSED PROPERTY TAX RATE; ESTABLISHING DATES FOR PUBLIC HEARINGS ON THE PROPOSED PROPERTY TAX RATE; AND PROVIDING FOR THE PUBLICATION AS PROVIDED BY THE TEXAS PROPERTY TAX CODE.

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

WHEREAS, the proposed tax rate of \$0.629900 exceeds the no-new-revenue tax rate of \$0.568265 and does not exceed the voter-approval tax rate of \$0.629900. Statute requires one public hearings in order to entitle the Town Council to consider acceptance and adoption of an ordinance levying a proposed tax rate; and

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

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

SECTION 1. The Town of Little Elm placed a proposal for adoption of the budget and tax rate for fiscal year 2022-2023 on the agenda for the September 6, 2022 Council meeting.

SECTION 2. The Town of Little Elm will hold one public hearing on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 10.85 percent (percentage by which proposed tax rate exceeds lower of voter-approval tax rate or no-new-revenue tax rate calculated under Chapter 26, Tax Code).

SECTION 3. Public Hearings shall be held on August 16, 2022 for the budget and September 6, 2022 for the budget and tax rates at 6:00 p.m. in the Council Chambers at Little Elm Town Hall, 100 W. Eldorado Parkway, Little Elm, Texas 75068 to receive public comment.

SECTION 4. The Council of the Town of Little Elm, Texas met in a public meeting on August 2, 2022, and accepted this resolution with a majority vote as follows:

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

READ and ADOPTED on the 2nd day of August 2022.

APPROVED:

Curtis Cornelious,
Mayor

ATTEST:

Caitlan Biggs,
Town Secretary

2022 Tax Rate Calculation Notice

Taxing Unit Name: Town of Little Elm

Attached are the following documents:

No New Revenue and Voter Approval Tax Rate Worksheets

Notice of Tax Rates (required to be posted on taxing unit website)

Approving Rates: Section 8 on worksheet shows the following rates

No New Revenue Rate

Voter Approval Rate

Di Minimis Rate (if applicable)

Please review these documents carefully and notify our office of any changes that need to be made. If any changes are made, our office will send out new documents including the revisions. Once you are satisfied that the calculation is correct, please sign this document stating that you approve the calculation worksheet that is attached to this document.

Proposed M&O 0.486416 (Maintenance & Operation Rate)

Proposed I&S 0.143484 (Interest & Sinking or Debt Rate)
(proposed I&S rate must match line 48 on worksheet)

Proposed Total Rate 0.629900

As a representative of Town of Little Elm, I approve the Tax Rate Calculation and have provided the proposed tax rate for the taxing entity listed above.

Kelly Wilson
Printed name

Kelly Wilson
Signature

7/28/2022
Date

2022 Tax Rate Calculation Worksheet

Taxing Units Other Than School Districts or Water Districts

Form 50-856

TOWN OF LITTLE ELM

Taxing Unit Name

100 W Eldorado Parkway Little Elm TX 75068

Taxing Unit's Address, City, State, ZIP Code

214-975-0415

Phone (area code and number)

WWW.LITTLEELM.ORG

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	2021 total taxable value. Enter the amount of 2021 taxable value on the 2021 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). ¹	\$ 5,170,200,966
2.	2021 tax ceilings. Counties, cities and junior college districts. Enter 2021 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2021 or a prior year for homeowners age 65 or older or disabled, use this step. ²	\$ 334,594,359
3.	Preliminary 2021 adjusted taxable value. Subtract Line 2 from Line 1.	\$ 4,835,606,607
4.	2021 total adopted tax rate.	\$ 0.643948 /\$100
5.	2021 taxable value lost because court appeals of ARB decisions reduced 2021 appraised value. A. Original 2021 ARB values: \$ 254,557,580 B. 2021 values resulting from final court decisions: - \$ 236,063,178 C. 2021 value loss. Subtract B from A. ³	\$ 18,494,402
6.	2021 taxable value subject to an appeal under Chapter 42, as of July 25. A. 2021 ARB certified value: \$ 25,933,402 B. 2021 disputed value: - \$ 5,186,680 C. 2021 undisputed value. Subtract B from A. ⁴	\$ 20,746,722
7.	2021 Chapter 42 related adjusted values. Add Line 5C and Line 6C.	\$ 39,241,124

¹ Tex. Tax Code § 26.012(14)

² Tex. Tax Code § 26.012(14)

³ Tex. Tax Code § 26.012(13)

⁴ Tex. Tax Code § 26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
8.	2021 taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$ 4,874,847,731
9.	2021 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2021. Enter the 2021 value of property in deannexed territory. ⁵	\$ 0
10.	2021 taxable value lost because property first qualified for an exemption in 2022. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2022 does not create a new exemption or reduce taxable value. A. Absolute exemptions. Use 2021 market value: \$ 250,076 B. Partial exemptions. 2022 exemption amount or 2022 percentage exemption times 2021 value: + \$ 5,807,378 C. Value loss. Add A and B. ⁶	\$ 6,057,454
11.	2021 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2022. Use only properties that qualified in 2022 for the first time; do not use properties that qualified in 2021. A. 2021 market value: \$ 0 B. 2022 productivity or special appraised value: - \$ 0 C. Value loss. Subtract B from A. ⁷	\$ 0
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$ 6,057,454
13.	2021 captured value of property in a TIF. Enter the total value of 2021 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which 2021 taxes were deposited into the tax increment fund. ⁸ If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 297,771,542
14.	2021 total value. Subtract Line 12 and Line 13 from Line 8.	\$ 4,571,018,735
15.	Adjusted 2021 total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$ 29,434,983
16.	Taxes refunded for years preceding tax year 2021. Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2021. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2021. This line applies only to tax years preceding tax year 2021. ⁹	\$ 98,212
17.	Adjusted 2021 levy with refunds and TIF adjustment. Add Lines 15 and 16. ¹⁰	\$ 29,533,195
18.	Total 2022 taxable value on the 2022 certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. ¹¹ A. Certified values: \$ 5,912,000,447 B. Counties: Include railroad rolling stock values certified by the Comptroller's office: + \$ C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - \$ 0 D. Tax increment financing: Deduct the 2022 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2022 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below. ¹² - \$ 402,918,116 E. Total 2022 value. Add A and B, then subtract C and D.	\$ 5,509,082,331

⁵ Tex. Tax Code § 26.012(15)⁶ Tex. Tax Code § 26.012(15)⁷ Tex. Tax Code § 26.012(15)⁸ Tex. Tax Code § 26.03(c)⁹ Tex. Tax Code § 26.012(13)¹⁰ Tex. Tax Code § 26.012(13)¹¹ Tex. Tax Code § 26.012, 26.04(c-2)¹² Tex. Tax Code § 26.03(c)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	Total value of properties under protest or not included on certified appraisal roll. ¹³	
	A. 2022 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. ¹⁴	\$ 492,067,136
	B. 2022 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. ¹⁵	+ \$ 0
	C. Total value under protest or not certified. Add A and B.	\$ 492,067,136
20.	2022 tax ceilings. Counties, cities and junior colleges enter 2022 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2021 or a prior year for homeowners age 65 or older or disabled, use this step. ¹⁶	\$ 417,855,099
21.	2022 total taxable value. Add Lines 18E and 19C. Subtract Line 20. ¹⁷	\$ 5,583,294,368
22.	Total 2022 taxable value of properties in territory annexed after Jan. 1, 2021. Include both real and personal property. Enter the 2022 value of property in territory annexed. ¹⁸	\$ 12,831,571
23.	Total 2022 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2021. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to exist-ing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2021 and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2022. ¹⁹	\$ 373,382,850
24.	Total adjustments to the 2022 taxable value. Add Lines 22 and 23.	\$ 386,214,421
25.	Adjusted 2022 taxable value. Subtract Line 24 from Line 21.	\$ 5,197,079,947
26.	2022 NNR tax rate. Divide Line 17 by Line 25 and multiply by \$100. ²⁰	\$ 0.568265 /\$100
27.	COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the 2022 county NNR tax rate. ²¹	\$ /\$100

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

- Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	2021 M&O tax rate. Enter the 2021 M&O tax rate.	\$ 0.524035 /\$100
29.	2021 taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 4,874,847,731

¹³ Tex. Tax Code § 26.01(c) and (d)

¹⁴ Tex. Tax Code § 26.01(c)

¹⁵ Tex. Tax Code § 26.01(d)

¹⁶ Tex. Tax Code § 26.012(6)(B)

¹⁷ Tex. Tax Code § 26.012(6)

¹⁸ Tex. Tax Code § 26.012(17)

¹⁹ Tex. Tax Code § 26.012(17)

²⁰ Tex. Tax Code § 26.04(c)

²¹ Tex. Tax Code § 26.04(d)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
30.	Total 2021 M&O levy. Multiply Line 28 by Line 29 and divide by \$100	\$ 25,545,908
31.	Adjusted 2021 levy for calculating NNR M&O rate. A. M&O taxes refunded for years preceding tax year 2021. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2021. This line applies only to tax years preceding tax year 2021. + \$ 78,216 B. 2021 taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2022 captured appraised value in Line 18D, enter 0. - \$ 1,199,510 C. 2021 transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- \$ 0 D. 2021 M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. \$ -1,121,294 E. Add Line 30 to 31D.	\$ 24,424,614
32.	Adjusted 2022 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 5,197,079,947
33.	2022 NNR M&O rate (unadjusted). Divide Line 31E by Line 32 and multiply by \$100.	\$ 0.469968 /\$100
34.	Rate adjustment for state criminal justice mandate. ²³ A. 2022 state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ 0 B. 2021 state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. - \$ 0 C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0/\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0/\$100
35.	Rate adjustment for indigent health care expenditures. ²⁴ A. 2022 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state assistance received for the same purpose. \$ 0 B. 2021 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state assistance received for the same purpose. - \$ 0 C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0/\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0/\$100

²² [Reserved for expansion]²³ Tex. Tax Code § 26.044²⁴ Tex. Tax Code § 26.0441

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
36.	Rate adjustment for county indigent defense compensation. ²⁵	
	A. 2022 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state grants received by the county for the same purpose	\$ 0
	B. 2021 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state grants received by the county for the same purpose.	\$ 0
	C. Subtract B from A and divide by Line 32 and multiply by \$100.	\$ 0/\$100
	D. Multiply B by 0.05 and divide by Line 32 and multiply by \$100.	\$ 0/\$100
	E. Enter the lesser of C and D. If not applicable, enter 0.	\$ 0/\$100
37.	Rate adjustment for county hospital expenditures. ²⁶	
	A. 2022 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2021 and ending on June 30, 2022.	\$ 0
	B. 2021 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2020 and ending on June 30, 2021.	\$ 0
	C. Subtract B from A and divide by Line 32 and multiply by \$100.	\$ 0/\$100
	D. Multiply B by 0.08 and divide by Line 32 and multiply by \$100.	\$ 0/\$100
	E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.	\$ 0/\$100
38.	Rate adjustment for defunding municipality. This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code 26.0444 for more information.	
	A. Amount appropriated for public safety in 2021. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year	\$ 0
	B. Expenditures for public safety in 2021. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year	\$ 0
	C. Subtract B from A and divide by Line 32 and multiply by \$100	\$ 0/\$100
	D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0/\$100
39.	Adjusted 2022 NNR M&O rate. Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.	\$ 0.469968/\$100
40.	Adjustment for 2021 sales tax specifically to reduce property values. Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in 2021 should complete this line. These entities will deduct the sales tax gain rate for 2022 in Section 3. Other taxing units, enter zero.	
	A. Enter the amount of additional sales tax collected and spent on M&O expenses in 2021, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent	\$ 0
	B. Divide Line 40A by Line 32 and multiply by \$100	\$ 0/\$100
	C. Add Line 40B to Line 39.	\$ 0.469968/\$100
41.	2022 voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below. Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08. - or - Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.	\$ 0.486416/\$100

²⁵ Tex. Tax Code § 26.0442²⁶ Tex. Tax Code § 26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D41.	Disaster Line 41 (D41): 2022 voter-approval M&O rate for taxing unit affected by disaster declaration. If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or 2) the third tax year after the tax year in which the disaster occurred If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. ²⁷ If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).	\$ _____ /\$100
42.	Total 2022 debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year, and (4) are not classified in the taxing unit's budget as M&O expenses. A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. ²⁸ Enter debt amount \$ 8,690,561 B. Subtract unencumbered fund amount used to reduce total debt. - \$ 0 C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none) : - \$ 0 D. Subtract amount paid from other resources - \$ 0 E. Adjusted debt. Subtract B, C and D from A.	\$ 8,690,561
43.	Certified 2021 excess debt collections. Enter the amount certified by the collector. ²⁹	\$ 679,408
44.	Adjusted 2022 debt. Subtract Line 43 from Line 42E.	\$ 8,011,153
45.	2022 anticipated collection rate. A. Enter the 2022 anticipated collection rate certified by the collector. ³⁰ 100.00 % B. Enter the 2021 actual collection rate. 100.03 % C. Enter the 2020 actual collection rate. 99.17 % D. Enter the 2019 actual collection rate. 99.84 % E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. ³¹	100.00 %
46.	2022 debt adjusted for collections. Divide Line 44 by Line 45E.	\$ 8,011,153
47.	2022 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 5,583,294,368
48.	2022 debt rate. Divide Line 46 by Line 47 and multiply by \$100.	\$ 0.143484 /\$100
49.	2022 voter-approval tax rate. Add Lines 41 and 48.	\$ 0.629900 /\$100
D49.	Disaster Line 49 (D49): 2022 voter-approval tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.	\$ _____ /\$100

²⁷ Tex. Tax Code § 26.042(a)²⁸ Tex. Tax Code § 26.012(7)²⁹ Tex. Tax Code § 26.012(10) and 26.04(b)³⁰ Tex. Tax Code § 26.04(b)³¹ Tex. Tax Code §§ 26.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
50.	COUNTIES ONLY. Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2022 county voter-approval tax rate.	\$ 0.000000 /\$100

SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	Taxable Sales. For taxing units that adopted the sales tax in November 2021 or May 2022, enter the Comptroller's estimate of taxable sales for the previous four quarters. ³² Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2021, enter 0.	\$ 0
52.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ³³ Taxing units that adopted the sales tax in November 2021 or in May 2022. Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ³⁴ - or - Taxing units that adopted the sales tax before November 2021. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ 0
53.	2022 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 5,583,294,368
54.	Sales tax adjustment rate. Divide Line 52 by Line 53 and multiply by \$100.	\$ 0 /\$100
55.	2022 NNR tax rate, unadjusted for sales tax. ³⁵ Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.568265 /\$100
56.	2022 NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November 2021 or in May 2022. Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November 2021.	\$ 0.568265 /\$100
57.	2022 voter-approval tax rate, unadjusted for sales tax. ³⁶ Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.629900 /\$100
58.	2022 voter-approval tax rate, adjusted for sales tax. Subtract Line 54 from Line 57.	\$ 0.629900 /\$100

SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ³⁷ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ³⁸	\$ 0
60.	2022 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 5,583,294,368
61.	Additional rate for pollution control. Divide Line 59 by Line 60 and multiply by \$100.	\$ 0 /\$100
62.	2022 voter-approval tax rate, adjusted for pollution control. Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	\$ 0.629900 /\$100

³² Tex. Tax Code § 26.041(d)

³³ Tex. Tax Code § 26.041(i)

³⁴ Tex. Tax Code § 26.041(d)

³⁵ Tex. Tax Code § 26.04(c)

³⁶ Tex. Tax Code § 26.04(c)

³⁷ Tex. Tax Code § 26.045(d)

³⁸ Tex. Tax Code § 26.045(i)

SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate before the unused increment rate for the prior three years.³⁹ In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the unused increment rate for that year would be zero.

The difference between the adopted tax rate and voter-approval tax rate is considered zero in the following scenarios:

- a tax year before 2020;⁴⁰
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);⁴¹ or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.⁴²

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.⁴³

Line	Unused Increment Rate Worksheet	Amount/Rate
63.	2021 unused increment rate. Subtract the 2021 actual tax rate and the 2021 unused increment rate from the 2021 voter-approval tax rate. If the number is less than zero, enter zero.	\$ _____ 0/\$100
64.	2020 unused increment rate. Subtract the 2020 actual tax rate and the 2020 unused increment rate from the 2020 voter-approval tax rate. If the number is less than zero, enter zero.	\$ _____ 0.000000/\$100
65.	2019 unused increment rate. Subtract the 2019 actual tax rate and the 2019 unused increment rate from the 2019 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	\$ _____ 0/\$100
66.	2022 unused increment rate. Add Lines 63, 64 and 65.	\$ _____ 0.000000/\$100
67.	2022 voter-approval tax rate, adjusted for unused increment rate. Add Line 66 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control).	\$ _____ 0.629900/\$100

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.⁴⁴

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.⁴⁵

Line	De Minimis Rate Worksheet	Amount/Rate
68.	Adjusted 2022 NNR M&O tax rate. Enter the rate from Line 39 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ _____ 0.469968/\$100
69.	2022 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____ 5,583,294,368
70.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 69 and multiply by \$100.	\$ _____ 0.008955/\$100
71.	2022 debt rate. Enter the rate from Line 48 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ _____ 0.143484/\$100
72.	De minimis rate. Add Lines 68, 70 and 71.	\$ _____ 0.622407/\$100

SECTION 7: Voter-Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.⁴⁶

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year.⁴⁷

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.

³⁹ Tex. Tax Code § 26.013(a)

⁴⁰ Tex. Tax Code § 26.013(c)

⁴¹ Tex. Tax Code §§ 26.0501(a) and (c)

⁴² Tex. Local Gov't Code § 120.007(d), effective Jan. 1, 2022

⁴³ Tex. Tax Code § 26.063(a)(1)

⁴⁴ Tex. Tax Code § 26.012(8-a)

⁴⁵ Tex. Tax Code § 26.063(a)(1)

⁴⁶ Tex. Tax Code § 26.042(b)

⁴⁷ Tex. Tax Code § 26.042(f)

This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
73.	2021 adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.643948 / \$100
74.	Adjusted 2021 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. If a disaster occurred in 2021 and the taxing unit calculated its 2021 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2021 worksheet due to a disaster, enter the 2021 voter-approval tax rate as calculated using a multiplier of 1.035 from Line 49. - or - If a disaster occurred prior to 2021 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2021, complete the separate <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2021 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the year(s) following the disaster. ⁴⁸ Enter the final adjusted 2021 voter-approval tax rate from the worksheet. - or - If the taxing unit adopted a tax rate above the 2021 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	\$ 0 / \$100
75.	Increase in 2021 tax rate due to disaster. Subtract Line 74 from Line 73.	\$ 0.643948 / \$100
76.	Adjusted 2021 taxable value. Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 4,571,018,735
77.	Emergency revenue. Multiply Line 75 by Line 76 and divide by \$100.	\$ 29,434,983
78.	Adjusted 2022 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 5,197,079,947
79.	Emergency revenue rate. Divide Line 77 by Line 78 and multiply by \$100. ⁴⁹	\$ 0 / \$100
80.	2022 voter-approval tax rate, adjusted for emergency revenue. Subtract Line 79 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 67 (taxing units with the unused increment rate).	\$ 0.629900 / \$100

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate.	\$ 0.568265 / \$100
As applicable, enter the 2022 NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax). Indicate the line number used: <u>26</u>	
Voter-approval tax rate.	\$ 0.629900 / \$100
As applicable, enter the 2022 voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 67 (adjusted for unused increment), or Line 80 (adjusted for emergency revenue). Indicate the line number used: <u>50</u>	
De minimis rate.	\$ 0.622407 / \$100
If applicable, enter the 2022 de minimis rate from Line 72.	

SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in Tax Code. ⁵⁰

print here → Kelly Wilson
Printed Name of Taxing Unit Representative

sign here → [Signature]
Taxing Unit Representative

Date 7/28/2022

⁴⁸ Tex. Tax Code §26.042(c)

⁴⁹ Tex. Tax Code §26.042(b)

⁵⁰ Tex. Tax Code §§ 26.04(c-2) and (d-2)

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

Notice about 2022 Tax Rates

Property tax rates in TOWN OF LITTLE ELM.

This notice concerns the 2022 property tax rates for TOWN OF LITTLE ELM. This notice provides information about two tax rates used in adopting the current tax year's tax rate. The no-new-revenue tax rate would impose the same amount of taxes as last year if you compare properties taxed in both years. In most cases, the voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. In each case, these rates are calculated by dividing the total amount of taxes by the current taxable value with adjustments as required by state law. The rates are given per \$100 of property value.

This year's no-new-revenue tax rate	\$0.568265/\$100
This year's voter-approval tax rate	\$0.629900/\$100

To see the full calculations, please visit for a copy of the Tax Rate Calculation Worksheet.

Unencumbered Fund Balances

The following estimated balances will be left in the taxing unit's accounts at the end of the fiscal year. These balances are not encumbered by corresponding debt obligation.

Type of Fund	Balance
GENERAL FUND	32,412,798
GENERAL DEBT SERVICE FUND	1,073,555

Current Year Debt Service

The following amounts are for long-term debts that are secured by property taxes. These amounts will be paid from upcoming property tax revenues (or additional sales tax revenues, if applicable).

Description of Debt	Principal or Contract Payment to be Paid from Property Taxes	Interest to be Paid from Property Taxes	Other Amounts to be Paid	Total Payment
SERIES 2014 GO REF-\$4.5M	140,000	37,750	1,000	178,750
2012 GO REF BONDS-\$6.985M	170,000	5,100	1,000	176,100
GO REF SERIES 2012A	195,000	21,318	1,000	217,318
CO SERIES 2012- \$6M	290,000	116,700	1,000	407,700
CO SERIES 2013 \$3M	150,000	67,925	1,000	218,925
2015 CO \$9.66M	435,000	206,337	1,000	642,337
2016 REF GO- \$6.72M	655,000	83,618	1,000	739,618
2018 CO \$15.46M	485,000	408,731	1,000	894,731
2019 REF GO	690,000	179,600	1,000	870,600
2019 CO \$ PRIN	250,000	206,000	1,000	457,000
2020 GO REFI-\$5.725M	540,000	48,276	1,000	589,276
2020 CO- \$4.085M	165,000	87,600	1,000	253,600
2021 CO PRIN- \$15M	475,000	429,868	1,000	905,868
2022 CO PRINT- \$10M	1,075,000	418,093	1,000	1,494,093
TIF AGREEMENTS	0	0	644,645	644,645

Total required for 2022 debt service	\$8,690,561
- Amount (if any) paid from funds listed in unencumbered funds	\$0
- Amount (if any) paid from other resources	\$0
- Excess collections last year	\$679,408
= Total to be paid from taxes in 2022	\$8,011,153
+ Amount added in anticipation that the unit will collect only 100.00% of its taxes in 2022	\$0
= Total debt levy	\$8,011,153

This notice contains a summary of actual no-new-revenue and voter-approval calculations as certified by , on 07/28/2022 .



Date: 08/02/2022
Agenda Item #: 7. E.
Department: Finance
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Present and Discuss the **Submission of the Fiscal Year 2022-2023 Proposed Budget and Budget Message by the Town Manager.**

DESCRIPTION:

In accordance with Town Charter, the referenced documentation completes the Town Manager's submission of the Proposed Budget and Budget Message for Fiscal Year (FY) 2022-2023. The FY 2022-2023 Proposed Budget, including the Budget Message from the Town Manager, was submitted to the Town Council under separate cover.

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

BUDGET IMPACT:

FY 2022-2023 Proposed Budget and Five-Year Financial Plan.

RECOMMENDED ACTION:

Information only, no action required.



Date: 08/02/2022
Agenda Item #: 7. F.
Department: Administrative Services
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Present, Discuss, and Consider Action on **Ordinance No. 1673 Amending Chapter 26 - Businesses and Business Regulations of the Code of Ordinances by Amending Sections 26-309 and 26-310, and Adding Sections 26-311 and 26-312 to Article VIII, Short Term Rentals, to Provide for Revocation and Suspension of Short Term Rental Registration; Providing an Effective Date; and Providing for the Publication of the Caption Hereof.**

DESCRIPTION:

In May 2020, Town Council approved Ordinance 1547 which established a registration process and regulations for Short Term Rentals. This item will amend the current ordinance to:

- increases the registration fee from \$50 to \$150 to be in line with the fee in surrounding cities;
- adds language that clarifies that owners of short term rentals may also be issued warnings and citations for the conduct of their occupants;
- adds Section 26-311 that allows for the suspension/revocation of registration for multiple violations; and
- adds Section 26-312 that establishes an appeal process for the suspension/revocation of a registration.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Ordinance No. 1673

ORDINANCE NO. 1673

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING CHAPTER 26 – BUSINESSES AND BUSINESS REGULATIONS OF THE CODE OF ORDINANCES BY AMENDING SECTIONS 26-309 AND 26-310, AND ADDING SECTIONS 26-311 AND 26-312 TO ARTICLE VIII, SHORT TERM RENTALS, TO PROVIDE FOR REVOCATION AND SUSPENSION OF SHORT TERM RENTAL REGISTRATION; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

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

Section 1. Chapter 26, Businesses and Business Regulations, of the Code of Ordinances is hereby amended by amending Sections 26-309 and 26-310 and adding Section 26-311 and Section 26-312, which shall read in its entirety as follows:

Section 26-309. – Registration Term, Fees, and Renewal.

- (a) All registrations approved under this Chapter shall be valid for a period of one year for the date of its issuance unless revoked or suspended pursuant to Sections 26-310 and 26-311.
- (b) The fee for registration of a Short Term Rental shall be \$150 with a late fee of twice the established fee.
- (c) Upon receipt of an application for renewal of the registration, the director or their designee may deny the renewal if there is reasonable cause to believe that:
 - (1) The registrant has plead no contest to or been convicted of a violation of any ordinance of the Town, or any state, or federal law on the premises or has permitted such a violation on the premises by any other person; or
 - (2) There are grounds for suspension, revocation or other registration sanction as provided in this article.

Section 26-310. – Violations and Penalties.

Violation of this ordinance upon conviction shall be punished by the fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense and each and every day such violation shall continue shall be deemed to constitute a separate offense. Warnings, citations, and revocations may be issued to dwelling owners, operators, lessors, agents, occupants, tenants, and/or guests, depending on the nature of the violation. Dwelling owners are ultimately responsible for compliance with the requirements and restrictions imposed upon a Short Term Rental by this Article and for the conduct of their dwelling operators, lessors, agents, occupants, tenants, and guests, regardless of whether the owners are present at the dwelling.

Section 26-311. –Suspension and Revocation of Short Term Rental Registration.

- (a) The Development Services Director, or his/her designee, may suspend and/or revoke a Short Term Rental registration if it is determined that the activities set forth above in Section 26-307 are determined to have occurred at the Short Term Rental; or a Short Term Rental unit is listed on a hosting platform or advertised elsewhere without being registered as required under Section 26-305; or is perpetuating conditions interfering with use and enjoyment of properties within its vicinity; or is delinquent in filing or payment with the Town of Little Elm. Conditions interfering with use and enjoyment of properties within the vicinity of a Short-Term Rental include, but are not limited to:

- (1) The occurrence of any of the activities set forth in the Little Elm Code of Ordinances included, but not limited to, noise disturbance, nuisance, drug offenses, or disorderly conduct;
- (2) Occupancy by a number of Short Term Rental users exceeding either (1) the maximum number included in the application for the short-term rental permit or (2) the maximum occupancy permitted pursuant to this Chapter;
- (3) Parking of a number of motor vehicles exceeding either (1) the maximum number included in the application for the short-term rental permit or (2) the maximum number of motor vehicles permitted at any short-term rental pursuant to this Chapter;
- (4) Uninvited entry of Short Term Rental occupants upon private property within five hundred (500) feet of the Short-Term Rental;

- (b) In addition to Section 26-310, a violation of any of the conditions in Section 26-311(a) shall result in progressive discipline:

- (1) Upon the first violation, owner shall receive a written warning and that includes a description of discipline for future violations.
- (2) Upon the second violation, the registration for the Short-Term Rental shall be terminated and the Short-Term Rental host prohibited from re-applying for a new registration for six (6) months from the date of termination.
- (3) Upon the third violation, the registration for the Short-Term Rental shall be terminated and the short-term rental host prohibited from re-applying for a new registration for one (1) year from the date of termination.
- (4) Upon the fourth violation, the registration for the Short-Term Rental shall be terminated and the short-term rental host prohibited from re-applying for a new registration at any time in the future.

- (c) During the time period that a Short Term Rental registration is suspended or revoked, it shall be unlawful to advertise, offer to rent or rent, lease, sublease, license or sublicense the residential property subject to the suspension or revocation the within the Town as a Short-Term Rental.

Section 26-312. – Appeal of Denial, Suspension or Revocation of Registration.

In the event an applicant has been denied registration, or if a registration has been suspended or revoked, the party affected shall have the right to appeal to the Town Manager from such denial, revocation, or suspension within ten (10) business days. Notice of appeal shall be filed with the Town Manager's office on a form created by the Town Manager for such purpose, and the Town Manager shall set the date and time of the appeal hearing. The burden of proof in such an appeal shall be upon the appellant to show that the denial or revocation was arbitrary or unreasonable.

Section 3. 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 4. That all ordinances of the Town in conflict with the provisions of this ordinance be, and the same are hereby repealed and all other ordinances of the Town not in conflict with the provisions of this ordinance shall remain in full force and effect.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, on this the 2nd day of August, 2022.

Curtis J. Cornelious, Mayor

ATTEST:

Caitlan Biggs, Town Secretary



Date: 08/02/2022
Agenda Item #: 7. G.
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 **Ordinance 1674 Establishing a Youth Council and Adopting By-Laws.**

DESCRIPTION:

At the regular Council Meeting on April 19, 2022, Town staff presented a proposal to establish a Youth Council that meets the adopted Strategic Plan objective to create more opportunities for youth involvement. During this meeting, Town Council gave staff direction to bring back an ordinance and bylaws to create a Youth Council. The purpose of this council is to develop and promote policies, programs, and services that empower, support, and inform youth; that create a family-friendly community, and that enable and encourage youth to be productive members of the community.

Highlights of the ordinance include:

- a 7-member council, all of whom shall reside within the corporate limits of the Town and be appointed by the Town Council. Two (2) members shall be from Little Elm ISD, two (2) members shall be from Frisco ISD, two (2) members shall be from Denton ISD, and one (1) member shall either be from one of the ISDs, private, home, or charter school.
- All members must be in 9th-12th grade and will serve a term of one year. Members may be recommended for reappointment.

If approved, this item would create the Youth Council and adopt the By-Laws.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Ordinance No. 1674

**TOWN OF LITTLE ELM
ORDINANCE NO. 1674**

**AN ORDINANCE OF THE TOWN COUNCIL OF LITTLE ELM, TEXAS ("TOWN"),
ESTABLISHING A LITTLE ELM YOUTH COUNCIL AND APPROVING BY-LAWS.**

WHEREAS, the youth of the Town of Little Elm constitute an underutilized resource of ideas, knowledge, and experience with respect to the Town and its affairs; and

WHEREAS, the Town Council has identified in its 2022 Strategic Plan to create more opportunities for youth involvement; and

WHEREAS, students in 9th-12th grades of any public, private, charter, or home school that serves youth in the Town of Little Elm are willing to devote their time and energy into improving the Town and the community through the Little Elm Youth Council;

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

SECTION 1. Established.

The Little Elm Youth Council is hereby established.

SECTION 2. Membership.

The Youth Council shall consist of seven (7) voting members, all of whom shall reside within the corporate limits of the Town and be appointed by the Town Council. Two (2) members shall be from Little Elm ISD, two (2) members shall be from Frisco ISD, two (2) members shall be from Denton ISD, and one (1) member shall either be from one of the ISDs, private, home, or charter school. All members must be in 9th-12th grade and will serve a term of one year. Members may be recommended for reappointment.

SECTION 3. Purpose, Powers, and Duties.

The Youth Council shall:

- (A) study, investigate, plan, implement and advise the Town on matters related to youth;
- (B) develop and promote policies, programs and services that empower, support, and inform youth; that create a family-friendly community; and that enable and encourage youth to be productive members of the community;
- (C) serve as an advisory body to the Town on all matters dealing with youth;
- (D) work with the Mayor, Town Council and Town staff to develop and implement policies that focus on youth;
- (E) advise the Mayor, Town Council and Town staff on important issues that relate to youth;
- (F) facilitate the planning and organization of youth summits and regular neighborhood meetings throughout the Town;
- (G) build partnerships with individuals, groups, and organizations that impact both youth and families;
- (H) partner with individuals, groups, and organizations in the planning and implementation of services, supports, and opportunities for Little Elm's youth and families; and,
- (I) carry out and implement other directives from the Mayor, Town Council and Town staff.

SECTION 4. Staff Liaison.

The Town Manager will appoint one staff member to serve as the Staff Liaison to the Little Elm Youth Council.

SECTION 5. By-Laws.

- (A) The attached Youth Council By-Laws in Exhibit A are hereby approved.
- (B) The By-Laws may be amended as found appropriate by the Youth Council without approval of the Town Council.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, on this the 2nd day of August, 2022.

Town of Little Elm, Texas

Curtis Cornelious, Mayor

ATTEST:

Caitlan Biggs, Town Secretary

EXHIBIT A

Town of Little Elm Youth Council By-Laws

Article I Name

There is hereby established a Youth Council for the Town of Little Elm (herein after also referred to as "Youth Council").

Article II Purpose, Powers, and Duties

The Youth Council shall study, investigate, plan, implement and advise the Town on matters related to youth;

The Youth Council shall develop and promulgate policies, programs and services that empower, support, and inform youth; that create a family-friendly community; and that enable and encourage youth to be productive members of the community;

The Youth Council shall serve as an advisory body to the Town on all matters dealing with youth;

The Youth Council shall work with the Mayor, Town Council and Town staff to develop and implement policies that focus on youth;

The Youth Council shall advise the Mayor, Town Council and Town staff on important issues that relate to youth;

The Youth Council shall facilitate the planning and organization of youth summits and regular neighborhood meetings throughout the Town;

The Youth Council shall build partnerships with individuals, groups, and organizations that impact both youth and families;

The Youth Council shall partner with individuals, groups, and organizations in the planning and implementation of services, supports, and opportunities for Little Elm's youth and families; and,

The Youth Council shall carry out and implement other directives from the Mayor, Town Council and Town staff.

Article III Membership

Voting Membership. The Youth Council shall consist of seven (7) voting members, all of whom shall reside within the corporate limits of the Town and be appointed by the Town Council.

Town of Little Elm Youth Council By-Laws

Two (2) members shall be from Little Elm ISD, two (2) members shall be from Frisco ISD, two (2) members shall be from Denton ISD, and one (1) member shall either be from one of the ISDs, private, home, or charter school.

All members must be in 9th-12th grade.

Ex-Officio, non-voting Membership. One (1) Town Council Member shall serve as the liaison to the Youth Council.

Compensation and Reimbursement of Expenditures.

Members of the Youth Council shall serve without compensation; provided, however, that each member may be reimbursed for actual expenditures (authorized in advance of the expense being made) reasonably incurred by him or her in connection with his or her duties as a member of the Youth Council.

Terms of Office. All terms of office shall begin on August 1st and expire on July 30th ("year"). The terms for all members shall be one (1) year. Members may be recommended for reappointment.

Forms and Media Release. Within 30 days of appointment, Youth members are required to have a completed "Commitment" form, "Official Contact" form, and "Authorization and Release to Record and/or Use Personal Likeness, Image and/or Voice" form on file with the Staff Liaison. Parent/ Guardian signatures are required for youth under the age of 18. These forms are to be completed and submitted within 30 days of appointment. Failure to fulfill this requirement shall constitute a voluntary refusal of participation by the member and shall result in a new youth member being appointed to the Youth Council.

Absences. Any member of the Youth Council who is unable to attend a meeting shall notify the Staff Liaison, in advance of the meeting, stating the reason for his or her absence. Two (2) unexcused absences shall constitute the voluntary resignation of a member. Unexcused absences are those absences which occur and notification has not been given to the Staff Liaison prior to the missed meeting.

Removal. Members of the Youth Council may be removed by the Mayor for inefficiency, neglect of duty or malfeasance while in office, and the applicable governing body may remove the member representing it for the same reasons. The Mayor or governing body, as the case may be, shall file a written statement of the reasons for such removal.

Resignation. Any member of the Youth Council may resign at any time, provided, however, that for courtesy and efficiency purposes, notice of resignation shall be in writing to the Staff Liaison. In addition, as described in these By-Laws, any member shall be deemed to voluntarily have resigned upon the occurrence of any of the following: failure to be present at eight (8) or more regular meetings; failure to submit "Commitment" form, "Official Contact" form, and/ or "Media Release" within 30 days of appointment; or, failure to notify Staff Liaison or Chair in advance of meeting with reason for absence two (2) times, resulting in two (2) unexcused absences.

Town of Little Elm Youth Council By-Laws

Vacancies. Vacancies occurring on the Youth Council, other than through the expiration of a term, shall only be filled at the beginning of a new Youth Council year for the remainder of the unexpired term of office. However, up to three (3) vacancies may be appointed annually by the remaining youth council members to serve on an interim basis until such time as a permanent appointment is made by the Town Council. An interim member shall have the rights, powers, duties, and obligations of a regular Youth Council member.

Article IV Officers

Election of Officers. It is preferred that officers have previous experience on the Youth Council as a voting Youth Councilmember, except for the inaugural year. In order to be considered for an officer position, the Youth Council member must state that they are willing to fulfill all Officer duties as stated in the By-Laws. A vote shall be taken after all candidates have expressed their interest in the particular position. After all votes have been submitted for each position, the votes shall be tabulated and the winners announced. In the case of a tie, those candidates shall have a run-off election to decide who shall receive the position. In the run-off, each candidate has the option to give a speech with a maximum time limit of three (3) minutes.

Duties of Officers.

Chair. The Chair shall preside over and conduct all meetings of the Youth Council and of the Executive Committee. In addition, the Chair shall serve as chair for the meetings of committees as assigned. The Chair shall determine agendas with the Staff Liaison and/ or Executive Committee. The Chair shall act as the spokesperson for the Youth Council. The Chair or his or her designee shall report to the Town Council on a regular basis. The Chair shall be responsible for completion of an annual report of the Youth Council to be presented to the Town Council. The Chair shall be responsible for other duties as assigned by the Staff Liaison, Mayor, and/ or Town Council.

Vice-Chair. The Vice-Chair shall be responsible for taking on the duties of the Chair in the event the Chair is unable or unwilling to fulfill such duties. The Vice-Chair shall attend Executive Committee meetings and other meetings as necessary. The Vice-Chair shall be responsible for other duties as assigned by the Staff Liaison, Mayor, and/ or Town Council.

Secretary. The Secretary shall be responsible for the proper recording of the minutes of the Youth Council meetings. The Secretary shall be responsible for tracking attendance of all members at the Youth Council meetings. The Secretary shall work with the Staff Liaison in preparing typed minutes and shall present those minutes for approval at the next appropriate meeting. The Secretary shall be responsible for following proper parliamentary procedure and shall assist the Chair and Youth Council with following these By-Laws and proper parliamentary procedure. The Secretary shall, if necessary, chair a By-Laws committee. The Secretary shall attend Executive

Town of Little Elm Youth Council By-Laws

Committee meetings and other meetings as necessary. The Secretary shall be responsible for other duties as assigned by the Staff Liaison, Mayor, and/ or Town Council.

Historian. The Historian shall be responsible for maintaining the History of the Youth Council. This includes taking full responsible for the Annual Yearbook as stated in the By-Laws: the annual yearbook shall include pictures and other memorabilia from each event/ activity of the Youth Council. It is to serve as a historical document for each Youth Council documenting events/ activities and the membership of the Youth Council. The Historian will also work closely with the Communication officer to make sure all Youth Council events are documented with photographs. The Historian shall attend Executive Committee meetings and other meetings as necessary. The Historian shall be responsible for other duties as assigned by the Staff Liaison, Mayor, and/ or Town Council.

Communications Officer. The Communication Officer shall be responsible for the promotion of Youth Council as well as maintaining all social media outlets. These include: Little Elm Youth Council Facebook page and Instagram page. The Communication Officer will also work closely with the Historian to make sure all Youth Council events are documented with photographs. The Communication Officer shall attend Executive Committee meetings and other meetings as necessary. The Communication Officer shall be responsible for other duties as assigned by the Staff Liaison, Mayor, and/ or Town Council.

Executive Committee. The above listed officers shall comprise the Executive Committee and shall be responsible for duties as described under the section titled Committees, Executive Committee.

Article V Regular and Special Meetings

Regular Meetings. Regular or General Meetings of the Mayor's Youth Council shall generally be held on the second Tuesday of each month. A minimum of 10 regular meetings are to be scheduled each Youth Council year (August 1st to June 30th). The Youth Council may vote to reschedule or cancel regular meetings at its first meeting of each year (on or after August 1st) during the approval of the regular meeting calendar (See Section titled "Regular Meeting Calendar").

Regular Meeting Calendar. At the first Youth Council meeting (on or after August 1st) each year, a calendar of regular meetings shall be presented to the Youth Council for vote.

It is at this time the Youth Council shall be afforded the opportunity to cancel or reschedule regular meetings due to holidays, testing, or other pertinent conflicts with the dates as outlined. Calendars to be taken into consideration include, but are not limited to the Town of Little Elm calendar, Little Elm ISD calendar, Frisco ISD calendar, Denton ISD calendar, and other official school calendars as applicable.

Town of Little Elm Youth Council By-Laws

A 2/3 majority vote in favor of changing a specific date shall be required of those members present to change the date. A simple majority of those members present shall be required to pass the entire calendar as a whole. The approved calendar shall be distributed with the agenda at the following meeting.

Special Meetings. Special meeting of the members, for any purpose(s), may be called by the Mayor, the Executive Committee, or Staff Liaison.

Place of Meetings. Any Town of Little Elm facility can be designated as the place of meeting for any meeting of the Youth Council that has been called, including regular, special, and committee meetings. If no designation is made, the place of meeting shall be the Town of Little Elm Town Hall building (100 W Eldorado Pkwy).

Notice of Meetings. Written or printed notice stating the place, day, hour, and purpose of the meeting, unless otherwise prescribed by statutes, shall be posted not less than seventy-two (72) hours prior to the meeting on the bulletin board outside the entrance of Town of Little Elm Town Hall (100 W Eldorado Pkwy, Little Elm, TX 75068) and notice shall be placed on the website of the Town of Little Elm website.

Attendance of Meetings. All voting members are required to attend a minimum of eight (8) meetings from August 1st to July 30th to retain membership on the Youth Council. Any member of the Youth Council who is unable to attend a meeting shall notify the Chair or Staff Liaison, in advance of the meeting, stating the reason for his or her absence. Two (2) unexcused absences or attendance at less than eight (8) meetings per year shall constitute the resignation of the member.

Quorum. A quorum shall consist of a simple majority of members. If less than a quorum is present at the meeting, the ranking officer or Staff Liaison shall adjourn the meeting. A quorum shall be required for the Youth Council to take action upon any item set forth on the agenda.

Article VI Committees Standing and Ad-Hoc

Executive Committee. The Executive Committee shall meet prior to each regular Youth Council meeting. The Executive Committee shall have the right to determine the agenda of Youth Council meetings with the Staff Liaison, Mayor, and/ or Town Council. The Executive Committee shall aid in the preparation of the Annual Report and annual Yearbook of the Youth Council. The Executive Committee shall be responsible for other duties as determined by the Staff Liaison, Mayor, and/ or Town Council.

Ad-hoc. Other committees may be created as necessary by the Staff Liaison, Mayor, Town Council, and Chair in order for the Youth Council to successfully carry out its duties.

Article VII

**Town of Little Elm
Youth Council By-Laws
Reports Annual and Special**

Annual Report. Comprehensive report prepared yearly and presented to Town Council documenting the activities, successes, and potential areas of improvement of the Youth Council. Responsibility of the annual report shall be that of the Executive Committee with the primary responsibility to complete and present the Annual Report on the Chair of the Youth Council. Topics should include but is not limited to events, community service, By-Laws, policies, retreats, conferences, etc. Should include facts and figures of the activities of the Youth Council as supporting evidence.

Strategic Plan. The Youth Council shall have a Strategic Plan to outline goals of the Youth Council for up to four (4) years.

Annual Yearbook. The annual yearbook shall include pictures and other memorabilia from each event/ activity of the Youth Council. It is to serve as a historical document for each Youth Council documenting events/ activities and the membership of the Youth Council.

Event Reports. A report shall be completed for each event/ activity which the Youth Council is engaged in. This report shall be prepared by the primary coordinator of the event. The report shall be presented to the Youth Council at the following meeting. The Chair of the Youth Council shall use these reports to help compose the Annual Report.

Special Reports. The Chair, Executive Committee, and Staff Liaison may ask for reports in addition to those listed above as deemed necessary. Special Reports may be requested to provide information to the Town Council and/ or Town Staff as to the activities or plans of the Youth Council.

**Article VIII
Conduct**

Dress and Demeanor. It is important for members of the Youth Council to appear neat, clean, and appropriate in appearance. Each Youth Councilmember is expected to have appropriate demeanor at all times in order to positively promote the Youth Council, the Town of Little Elm, and all of the youth of Little Elm.

Little Elm Governance Policy. The members of the Youth Council must adhere to the Little Elm Governance Policy and Ethics Ordinance.

**Article IX
Parliamentary Authority**

Parliamentary Authority. The rules contained in the current edition of ***Robert's Rules of Order Newly Revised*** shall govern the Youth Council in all cases to which they are applicable and in which they are not inconsistent with these By-Laws and any special rules of order the Youth Council may adopt.

**Town of Little Elm
Youth Council By-Laws**

**Article X
Amendments**

These By-Laws may be altered, amended, or repealed, and new By-Laws may be adopted by the Executive Committee with prior written notice to the members as provided herein; provided however, that such alterations, amendments, or repeals be authorized by a two-thirds (2/3) vote of all members of the Youth Council, and provided further that vote by proxy shall not be permitted.

These By-Laws have been passed and approved on this DATE by the Little Elm Youth Council.

NAME

Youth Council Chair
2022-2023 LEYC Chair

NAME

Town of Little Elm
LEYC Staff Liaison