LITTLE ELM

WORKSHOP & REGULAR MEETING OF THE TOWN COUNCIL

Tuesday, September 6, 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 an **Update on the Lights on the Lake.**

   B. Present and Discuss an **Update on the Strategic Plan Action Item Progress.**

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   C. Items to be Withdrawn from Consent Agenda.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 **Proclamation Declaring September 5 through 9, 2022 as Payroll Week.**

B. Present a **Proclamation Declaring September 2022 as Live United Month.**

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 August 16, 2022 Regular Town Council Meeting.**

B. Consider Action to **Ratify the Renewal of Employee Benefits including Blue Cross Blue Shield of Texas, Superior Vision, and Mutual of Omaha, for Fiscal Year 2021-2022 and Approve the Renewal for Fiscal Year 2022-2023, and Authorize the Town Manager to Execute Any and All Contract Documents.**

C. Consider Action to Amend an **Existing Annual Contract for Mowing and Maintenance of Town Facilities, Right of Ways (ROW), Medians, and other Town Properties with Haven Landscaping and Irrigation, Inc., for an Estimated Annual Expenditure of $500,000.**

D. Present, Discuss, and Consider Action to Approve the **Seventh (7th) Amendment to the Valencia on the Lake Pre-Annexation Agreement, Development Agreement, Public Improvement District Agreement and Tax Increment Reinvestment Zone Agreement.**

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

F. Present, Discuss, and Consider Action on a **Developers Agreement between the Town of Little Elm and MM Little Elm 548, LLC.**

G. Consider Action to Approve **Three (3) Executive Recruitment Professional Service Agreements with Strategic Government Resources for a Total Estimated Amount of $57,000.**

H. Consider Action to Award **Bid 2022-19 for an Annual Agreement for Pavement Marking Services to Total Highway Maintenance, in the Annual Estimated Amount of $200,000.**

I. Present, Discuss, and Consider Action on **Resolution No 0906202201 Determining the Cost of Certain Authorized Improvements to be financed within the Valencia Public Improvement District No. 2; Approving a Preliminary Service Plan and Assessment Plan, Including a Proposed Assessment Roll; Directing the Filing of the Proposed Assessment Roll, with the Town Secretary to Make Available for Public Inspection; Noticing a Public Hearing for October 18, 2022, to Consider an Ordinance Levying Assessments for the Property Located Within the Valencia Public Improvement District No. 2; Directing Own Staff to Publish and Mail Notice of Said Public Hearing; and Resolving Other Matters Incident and Related Thereto.**

J. Present, Discuss, and Consider Action on a **Development Agreement associated with the Lakefront Residential Overlay District, between the Town of Little Elm and Charles and Meghan Ware, Property Owners of 204 Judy Lane.**

K. Present, Discuss, and Consider Action on a **Development Agreement associated with the Lakefront Residential Overlay District, between the Town of Little Elm and Frank Greico, Pine Ridge Homes, Property Owner of 205 East Park Drive.**

L. Consider Action to Award a **Construction Contract to AUI Partners, LLC for the Lawn at The Lakefront Project (Project 2022-10) in an Amount not to Exceed $3,775,605.**

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

N. Consider Action to Award a **Professional Services Contract to Freese and Nichols, Inc. regarding the 2022 Impact Fee Update Project in an Amount not to Exceed $159,950.**

7. **Regular Items.**

A. Hold a Public Hearing, Present, and Discuss the **Town's Proposed 2022 Property Tax Rate for the Town of Little Elm for Fiscal Year 2022-2023.**

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

REQUIRED LANGUAGE MUST BE READ AT THE CLOSE OF THE PUBLIC HEARING

"The Town of Little Elm Council will consider the ordinance to adopt the 2022 Tax Rate for the Town of Little Elm Fiscal Year 2022-2023 at the September 6, 2022, Council Meeting at 6:00pm at Little Elm Town Hall, 100 W. Eldorado Parkway, Little Elm, Texas 75068."

B. Present, Discuss, and Consider Action on **Ordinance No. 1684 Adopting a Budget and Appropriating Resources for Fiscal Year (FY) 2022-2023; Beginning October 1, 2022, and Ending September 30, 2023; In Accordance with Existing Statutory Requirements; Repealing All Conflicting Ordinances; Containing a Severability Clause; and Providing for an Effective Date.**

C. Present, Discuss, and Consider Action on **Ratifying the Property Tax Revenue Increase Reflected in the Annual Budget for the Fiscal Year (FY) 2022-2023; Beginning October 1, 2022, and Ending September 30, 2023.**

D. Present, Discuss, and Consider Action on **Ordinance No. 1685 Fixing the Tax Rate and Levy for the Town of Little Elm, Texas, for the Purpose of Paying the Current Expenses of the Town for the Fiscal Year (FY) ending September 30, 2023, and for the Further Purpose of Creating a Sinking Fund to Retire the Principle and Interest of the Bond Indebtedness of the City; Providing for a Lien on All Real and Personal Property to Secure Payment of Taxes Due Thereon; Containing a Severability Clause; Repealing All Ordinances and Parts Thereof in Conflict Herewith; and Providing for an Effective Date.**

REQUIRED MOTION LANGUAGE (TWO SEPARATE MOTIONS)

Tax Code 26.05 the motions to adopt an ordinance setting a tax rate must separately approve the maintenance and operations component and the debt service component tax rate.

"I move that the ad valorem tax rate be increased by the adoption of a tax rate of $0.486416 on each $100 of assessed valuation of taxable property for general Town purposes and to pay the current maintenance and operations expenses of the Town of Little Elm, for the fiscal year beginning October 1, 2022, and ending September 30, 2023, and to adopt this Ordinance, fixing and levying the same for a total tax of $0.629900 on each $100 of assessed valuation. This increase is effectively a 3.50 percent increase in the tax rate."

"I move that the ad valorem tax rate of $0.143484 on each $100 of assessed valuation of taxable property for the purpose of creating an interest and sinking fund to pay the interest and principal of the valid and outstanding indebtedness, and related fees of the Town of Little Elm, for the fiscal year beginning October 1, 2022, and ending September 30, 2023, and to adopt this Ordinance, fixing and levying the same for a total tax of $0.629900 on each $100 of assessed valuation."

E. Present, Discuss, and Consider Action on **Appointing One Council Member as a Liaison to the Little Elm Youth Council.**

F. Present, Discuss, and Consider Action to **Cast the Town of Little Elm's Vote for the Texas Municipal League Intergovernmental Risk Pool Board of Trustees Place 8 for Mike Land.**

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).
    - Town Secretary Evaluation
- 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).
    - Town Secretary Evaluation
- 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 2nd day of September 2022 before 5:00 p.m.

Date:	09/06/2022
Agenda Item #:	2. A.
Department:	Administrative Services
Strategic Goal:	Maximize community recreation and leisure activities
Staff Contact:	Chad Hyde, Director of Community Services

AGENDA ITEM:

Present and Discuss an **Update on the Lights on the Lake.**

DESCRIPTION:

Staff will provide an update on the new format for the Lights on the Lake event.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff requests direction from Town Council.

Date:	09/06/2022
Agenda Item #:	2. B.
Department:	Administrative Services
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Present and Discuss an **Update on the Strategic Plan Action Item Progress.**

DESCRIPTION:

Town staff will provide an update on the progress of the Strategic Plan Action Items.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Attachments

Strategic Plan Action Item Progress

Strategic Plan Action Item Progress

Provide a safe and welcoming environment for Little Elm residents and visitors

Action Item	Status
Establish community volunteer group.	In Progress
Evaluate processes and ordinances related to Community Integrity.	Ongoing
Host nine signature events throughout the year.	Ongoing
Create new ideas and things for event goers to do at events.	Ongoing
Maintain the “hometown” feel while increasing the amount of people who attend.	Ongoing
Increase revenue by hosting better artists to attract visitors.	Ongoing
Host smaller themed/targeted events.	Ongoing
Work with local schools for various volunteer opportunities.	Ongoing
Reach out to new schools in the area to provide opportunities.	Ongoing
Work with various outside groups such as cultural groups to partner in promoting their events held in Little Elm.	Ongoing
Complete survey on redistricting police beats.	In Progress
Staff new patrol district on 720 (Spiritas).	In Progress
Become a training provider with TCOLE.	
Conduct assessment of defensice tactic program and training.	In Progress
Renegotiate Dispatch agreement with Denton.	
Develop a backup option for dispatch services.	
Expand our fire inspection program by having the members assigned to the fire stations assist with conducting general fire inspections.	
Build Fire Station 4 and police substation.	In Progress
Complete Annual Street Maintenance Program.	Ongoing
Implement a 4-year, reoccuring pavement restriping program.	Ongoing
Pursue signal at Main and Eldorado.	
Add cultural training that educates our team members on the diversity of the community.	*Completed*
Evaluate overall walkability of Town and identify gaps to increase.	
Increase awareness and subscribers to LE Alerts by 25%.	In Progress
Add trailmarkers to all Town trails for public safety access & add to CAD.	

Ensure strong relationships within the community and region

Action Item	Status
Facilitate CGA.	In Progress
Reestablish the CGA Alumni group and include in events.	Ongoing
Host district Town Hall events annually.	In Progress
Attend 380 Task Force meetings.	Ongoing
Update HOA Directory on annual basis.	Ongoing
Meet and speak with HOAs at least once annually.	Ongoing
Provide in-person and online training.	In Progress
Evaluate hiring and termination process and continue behaviorial interview format and make necessary updates.	
Apply for leadership positions.	As applicable
Host joint Town Council/ISDs meeting.	
Host State of the Town, partnering with Chamber of Commerce annually.	In Progress
Add online form for proclamation requests.	*Completed*
Establish a youth advisory committee.	*Completed*
Establish a veterans advisory committee.	*Completed*
Conduct routine meetings with the building and developer community.	Quarterly
Continue to work with TxDOT, Denton County, USCORP, and Constable.	Ongoing
Investigate and develop channels for residents to provide regular feedback to the Town.	Monthly
Meet with full-time and part-time Recreation Division staff, as well as other key stakeholders, to identify customer service objectives and deficiencies.	Ongoing
Create a customer service model for Recreation Services division, complete with defined staff expectations.	
Create and implement a division-wide customer service training program based on customer service model.	
Refine staff onboarding program to ensure staff meet service expectations and are knowledgeable about their roles and our division.	
Establish a regular communications meeting with each school district within Town limits.	In Progress
Develop a video and digital marketing campaign to push information out about Virtual Town Hall and digital services.	In Progress
Develop a comprehensive tourism brochure to showcase all that Little Elm offers, and attract visitors to the region.	In Progress

Ensure strong relationships within the community and region

Action Item	Status
Source a CRM software tool to streamline processes for sponsor contracts, rentals, buyouts, and customer communications.	In Progress
Continue to seek new partnerships with local and regional businesses to sponsor special events to ensure cost recovery.	Monthly
Further solidify relationships with local and regional businesses to advance interest and increase sponsorships.	Monthly
Explore new avenues for social media communication, including Snapchat and TikTok, enhance LinkedIn presence, and develop a more robust video and radio advertising program.	Monthly/Ongoing
Review and evaluate current Recreation Division youth program offerings to identify successes and opportunities.	Ongoing
Seek partnerships to expand youth offerings. For example:	
Partner with high-quality businesses/contract instructors to offer diverse youth camps, classes, and events.	Ongoing
Partner with local non-profit organizations, like special needs or homeschool groups, to offer targeted programming at The Cove®.	Ongoing
Continue to develop relationships with local school districts to offer engaging and worthwhile youth programs.	Ongoing
Define program/event proposal, approval, and evaluation procedures.	
Create needs-based scholarship program to make youth programming accessible to diverse socio-economic groups.	In Progress
Expand youth swim lesson program to teach life-saving water safety skills to children in our lake community.	
Citizen's Police Academy- Increase program to year round Adult/Youth	
Grow the Citizens on Patrol to include front lobby staffing.	
Participate in LE Chamber of Commerce, DISD 380 Taskforce.	Ongoing
Participate in TEDC, IEDC, IAMC, ULI, Team Texas.	Ongoing
Continue to engage those we serve through outreach programs such as the Citizens Fire Academy and Fire Exploring.	Ongoing
Renew Fire and EMS provider agreements with neighboring districts and municipalities, and pursue opportunities to extend our services.	Ongoing
Reestablish new resident bags.	*Completed*
Add new team member swag bag.	

Ensure strong relationships within the community and region

Action Item	Status
Conduct resident survey in fiscal year 2024.	

Maximize community recreation and leisure activities

Action Item	Status
Budget and hire firm for Parks Master Plan update in FY23.	
Communicate with Corp of Engineers on current and future projects to maintain all requirements through lease agreement.	Ongoing
Work with future developments to ensure trail connections.	Ongoing
Expand programming at The Rec at The Lakefront™, The Cove at The Lakefront®, and Senior Center.	Ongoing
Provide low to no cost Recreation opportunities throughout parks, trails, and other outdoor amenities.	Ongoing
Expand broadband throughout parks system.	
Expand public address/radio system at Little Elm Park.	
Explore options for digital signage at parks.	In Progress
Install Wifi capabilities in all parks.	
Create and publish an annual calendar of events and promotions at The Cove at The Lakefront® including marquee events like Surf with Santa and Anniversary Luau.	In Progress
Create area-specific goals and incentives (for example, membership sales or maintenance) to maximize service levels, opportunities, and revenue.	Monthly
Continue to diversify menu of rental and party opportunities at The Cove at The Lakefront®.	Monthly
Expand fitness and other specialized program offerings to reach new audiences and better utilize off-peak times.	Ongoing
Expand partnership and sponsorship opportunities at The Cove at The Lakefront® and throughout the division, including marquee or title-level sponsorships.	Monthly
Complete turf project at Cottonwood Sports Complex.	*Completed*
Design and install interpretive signage on trails.	In Progress
Develop and implement division-wide facility and program surveys to benchmark, improve, and expand services in accordance with stakeholder desires.	Monthly
Review all digital communications including division websites, social media channels, and online booking portals to improve usability.	Monthly

Maximize community recreation and leisure activities

Action Item	Status
Continue to provide staff liaison to Little Elm Area Youth Sports Association (LEAYSA) and attend meetings.	Ongoing
Explore partnerships for RV Park, camping, and Cottonwood Park Development.	
Advertise RFQ.	In Progress
Review submittals.	
Choose partner.	
Negotiate development plan.	
Create and implement a plan for enhancements for Little Elm Park.	In Progress
Identify all future projects.	
Identify possible funding.	
Prioritize projects.	
Seek partner for event/hospitality center adjacent to The Rec.	
Advertise RFQ.	*Completed*
Review submittals.	*Completed*
Choose partner.	In Progress
Negotiate development plan.	
Develop and build Lakeside Sports Complex.	
Design.	*Completed*
Hire Contract Manager at Risk.	*Completed*
Bid.	*Completed*
Construct.	In Progress
Ensure completion of The Lawn at the Lakefront.	
Begin Contract Manager at Risk process.	*Completed*
Construct.	In Progress
Renegotiate agreement for Frisco WEST.	
Renegotiate agreement for Paloma.	
Secure a restaurant at the Marina.	In Progress
Add a Food Truck Park & Farmers Market.	In Progress
Pursue long-term lease agreement with LEISD for Brent Elementary sports fields.	
Conduct feasability study for Doe Branch Park.	

Maintain operational integrity and viability

Action Item	Status
Streamline the purchase of office staff uniforms.	*Completed*
Evaluate ordinances in the northwest corner and 380 corridor during Comp Plan Update.	
Evaluate Development Services Work Flow Processes.	Ongoing
Evaluate and update Lakefront district boundaries.	
Create network redundancy to ensure an alternate path in case of a failure on the primary service.	*Completed*
Enhance our cybersecurity methods and audits to reduce risk by protecting our IT infrastructure.	In Progress
Develop a capital replacement fund reserve for maintenance items.	
Continue to hold strong bond rating with policies and reserves.	Ongoing
Continue to maintain a fleet replacement fund.	Ongoing
Continue to budget one-time expenses from fund balance.	Ongoing
Continue financial responsibility to look for efficiencies.	Ongoing
Update multiyear utility rate study.	Annual
Work with department on revenue rates and new program revenue.	Ongoing
Develop inventory process for large cost facility maintenance items.	
Develop replacement plan for large cost facility maintenance items.	
Conduct a long-term facilities study.	
Create a 3-year marketing plan to effectively market The Cove at The Lakefront® and other lakefront recreation/leisure amenities and opportunities.	In Progress
Attend ICSC and Retail Live.	Biannual
Continue to complete Cold Calls & send proposals.	Ongoing
Complete retail pad sites.	
Secure a partner for collaborative office space.	
Finalize the DA for Fire Station #4	*Completed*
Obtain "Best Practices" accreditation from the Texas Fire Chiefs Association	
Obtain the Gold Award with the American Heart Association's Mission Lifeline Program	
Update purchasing/purchase card policies.	*Completed*
Complete an Impact fee analysis/study.	

Promote and Expand Little Elm's identity

Action Item	Status
Adopt 2022 Building Codes.	
Update the subdivision and zoning ordinances and turn into a user friendly document.	
Create a commercial and multifamily annual inspection program.	
Implement Wayfinding Signage Program Phase I & II throughout the community.	*Completed*
Complete the green ribbon project.	In Progress
Update the Comprehensive Plan.	
Provide funds to continue gateway signage as expansion continues.	Ongoing
Update Inpsection Review Checklist.	
Update Town Construction Standards and Ordinances.	In Progress
Continue to use logo, brand, print, and digital throughout the community.	Monthly
Develop guideline for logo placement for all mediums of marketing.	*Completed*
Establish comprehensive marketing video plan.	*Completed*
Produce a new Lakefront video for both on-season and off-season.	
Produce Lakefront commercial.	
Develop additional monthly Lakefront Programming to bring visitors to the Lakefront District.	Monthly
Install place-making signage - Paddleboard Ranch and A Fish Story.	In Progress
Install art description at each painted electrical box.	In Progress
Create "hometown" campaign and narrative.	
Develop a "My Hometown" video.	
Create Landscape Technician position to inspect and track.	*Completed*
Bid landscape contract.	In Progress
Evaluate options to upgrade digital marquee boards the Town is retaining.	
Development of digital branding guide for Town.	In Progress
Create generic Little Elm marketing campaign.	In Progress
Advertise The Cove at The Lakefront® commercial throughout the region.	Monthly
Consolidate The Lakefront™ and The Cove at The Lakefront® websites.	*Completed*
Work w/ Drew to build relationships w/ISD's, businesses and developers	Ongoing
Ensure that residents in the area recognizes "Lakefront" as an entertainment destination	Ongoing
Work w/ Fred to ensure our orinances enable us to attract dual revenue (update comp plan & ords)	Ongoing

Ensure excellence in public services while keeping up with the growth in the community

Action Item	Status
Contract with consultant for independent compensation & benefits study.	*Completed*
Explore non-monetary incentives/benefits.	
Develop quarterly training plan targeted to needs at the time.	*Completed*
Host college fair for continuing education opportunities.	*Completed*
Create schedule for virtual and in-person wellness seminars.	Monthly
Host health fair.	*Completed*
Develop executive mentoring opportunities.	
Host Little Elm 101 (New Hire Orientation) at least 3x/year.	In Progress
Conduct at least 4 leadership level meetings per year.	
Develop leadership program.	
Host Chili Cook Off.	*Completed*
Host EOY Wellness Event.	
Host Christmas Party.	*Completed*
Host Thanksgiving Lunch.	*Completed*
Host Spring Picnic/Field Day.	*Completed*
Install digital signage in breakrooms.	In Progress
Produce The Spinnaker.	Monthly
Establish schedule of departmental chats 2x/year.	*Completed*
Create and distribute an annual team member t-shirt.	In Progress
Create Little Elm Code of Ethics.	*Completed*
Produce gift for graduating seniors of team members.	*Completed*
Give out birthday cards for team members from Town Manager.	Weekly
Establish quarterly meeting schedule for virtual Town Halls.	*Completed*
Recognize team members at council meetings.	Quarterly
Facilitate nomination process for Core Value Awards.	*Completed*
Facilitate Kudos Card recognition program.	Ongoing
Review and update the Personnel Policy.	
Complete Service Center and Wastewater Treatment Laboratory expansion and remodel.	In Progress
Implement Public Works Asset Management software.	
Complete GIS mapping and condition assessments of all current infrastructure prior to implementation of Asset Management Software.	

Ensure excellence in public services while keeping up with the growth in the community

Action Item	Status
Implement updated work order software in conjunction with Munis.	
Complete full Inflow & Infiltration Assessment of the Town's wastewater collection system to identify potential capital projects.	Ongoing
Complete Supervisory Control and Data Acquisition (SCADA) masterplan.	In Progress
Implement improvements from Supervisory Control and Data Acquisition (SCADA) masterplan and incorporate them into the existing system.	In Progress
Complete mid-term report for APWA Accrediation.	
Complete construction of the wastewater treatment plant step-screen improvements.	In Progress
Complete design of the wastewater treatment plant ultra-violet disinfection improvements.	In Progress
Complete construction of the wastewater treatment plant ultra-violet disinfection improvements.	In Progress
Complete westside water systems evaluation.	In Progress
Complete design of the westside water interconnection with Mustang Special Utility District.	In Progress
Complete construction of the westside water interconnection with Mustang Special Utility District.	In Progress
Complete Wastewater Treatment Plant and Service Center Generator Improvements.	
Complete design of the wastewater treatment plant main lift station improvements.	
Complete construction of the wastewater treatment plant main lift station improvements.	
Complete assesment of the wastewater treatment plant clairfiers and dewatering systems.	*Completed*
Complete design of the wastewater treatment plant clairifier and dewatering system improvements.	
Complete construction of the wastewater treatment plant clairifier and dewatering system improvements.	
Complete design of the Mansell Pump Station piping system improvements.	In Progress
Complete construction of the Mansell Pump Station piping system improvements.	In Progress
Complete assesment of the 5MG ground storage tank at the Mansell Pump Station.	In Progress
Complete design of the rehabilitiation to the 5MG ground storage tank at the Mansell Pump Station.	
Complete construction of the rehabilitiation to the 5MG ground storage tank at the Mansell Pump Station.	
Implement GIS Recommendations.	Ongoing
Implement projects recommended in 2022 Denton County Bond Program.	
Reconstruct King Road.	
Reconstruct Hill Lane.	
Reconstruct Woodrow Circle.	
Conduct staffing study to carry PD through buildout.	
Onboard and train the additional personnel needed to staff Fire Station 4.	Ongoing
Take delivery and place the emergency vehicles needed for Fire Station 4 (ambulance and fire engine).	In Progress

Ensure excellence in public services while keeping up with the growth in the community

Action Item	Status
Create physical fitness program.	
Expand public safety fitness and wellness programs, expanding town-wide.	Ongoing
Evaluate staffing levels of Community Integrity to keep up with growth.	
Westside ROW acquisition.	

Date:	09/06/2022
Agenda Item #:	4. A.
Department:	Administrative Services
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Kate Graham, Assistant to the Town Manager

AGENDA ITEM:

Present a **Proclamation Declaring September 5 through 9, 2022 as Payroll Week.**

DESCRIPTION:

Mayor Cornelious will present a proclamation declaring September 5 through 9, 2022 as Payroll Week.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Attachments

2022 Payroll Week Proclamation

LITTLE ELM

Proclamation

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

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

WHEREAS, payroll departments collectively spend more than $2.4 trillion annually complying with myriad federal and state wage and tax laws; and

WHEREAS, payroll professionals play an increasingly important role ensuring the economic security of American families by helping to identify noncustodial parents and making sure they comply with their child support mandates; and

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

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

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

NOW, THEREFORE, we declare the week of **September 5 through 9, 2022 Payroll Week** and ask you to join us in giving additional support to the efforts of the people who work in Little Elm, Texas and of the payroll profession.

Given under my hand and Seal of the Town of Little Elm, Texas, this 6th day of September, 2022.

_____

Curtis J. Cornelious, Mayor of Little Elm

Date:	09/06/2022
Agenda Item #:	4. B.
Department:	Administrative Services
Strategic Goal:	Ensure strong relationship within the community and region
Staff Contact:	Kate Graham, Assistant to the Town Manager

AGENDA ITEM:

Present a **Proclamation Declaring September 2022 as Live United Month.**

DESCRIPTION:

Mayor Cornelious will present a proclamation declaring September 2022 as Live United Month.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Inofrmation only, no action required.

Attachments

2022 United Way Proclamation

LITTLE ELM

Proclamation

WHEREAS, United Way of Denton County has been identifying Denton County's needs and responding to them for over 69 years; and

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

WHEREAS, United Way of Denton County leads the effort to provide greater opportunity for every person in Denton County and works with a network of nonprofits, governments, and businesses across the County to respond to our community's immediate needs and seek out better solutions for larger community-wide issues; and

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

NOW, THEREFORE, we declare **September 2022 LIVE UNITED Month** and proudly join United Way of Denton County in calling on all residents of Little Elm to Give, Advocate, and Volunteer as we LIVE UNITED to build a Healthier Denton County for all of us.

Given under my hand and Seal of the Town of Little Elm, Texas, this 6th day of September, 2022.

_____

Curtis J. Cornelious, Mayor of Little Elm

Date:	09/06/2022
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 August 16, 2022 Regular Town Council Meeting.**

DESCRIPTION:

The minutes from the August 16, 2022 Regular Town Council Meeting is attached for approval.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Minutes - August 16, 2022

D R A F T

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

REGULAR TOWN COUNCIL MEETING
TUESDAY AUGUST 16, 2022 - 6:00 p.m.

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

Staff Present: Caitlan Biggs, Director of Administrative Services/Town Secretary; Jennette Espinosa, Executive Director; Joe Florentino, Assistant Town Manager; Matt Mueller, Town Manager; Deidre Hale, Human Resources Director; Doug Peach, Deputy Town Manager; Fred Gibbs, Director of Development Services; Jason Shroyer, Director of Public Works; Kate Graham, Assistant to the Town Manager; Kelly Wilson, Chief Financial Officer; Paul Rust, Fire Chief; Erin Mudie, Managing Director of Communications; Robert Brown, Town Attorney; Rodney Harrison, Police Chief; Olga Chernomorets, Planning Manager

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

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

2. **Workshop.**

A. Present and Discuss **Address Concerns in Union Park.**

Deputy Town Manager Doug Peach gave a history of the Town's attempts at changing zip codes within the Town's boundaries.

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

A. Invocation.

Council Member Jeremy Lukas gave the invocation.

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 recognized Kate Graham for being accepted into the 2023 Texas Women's Leadership Institute.

He also gave an update on the water usage, stating that July was the highest the Town has seen.

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

Council Member Neil Blais recommended that item 6C be approved without the last page be included in the motion for the consent agenda.

4. **Presentations.**

A. Present a **Life Saving Award from the Little Elm Fire Department.**

Fire Chief Paul Rust presented the award.

B. Present **Certificates of Recognition to the Winning Teams of the Little Elm Inaugural Cricket League.**

Mayor Cornelious presented the certificates.

C. Present a **Proclamation Declaring August 18, 2022 as Never Give Up Day.**

Mayor Cornelious issued the proclamation.

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.

None.

6. Consent Agenda

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

Motion by Council Member Neil Blais, seconded by Council Member Michael McClellan ***to approve the Consent Agenda, with the last page of item 6C being removed from the Boards and Commission Policy.***

Vote: 7 - 0 - Unanimously

A. Consider Action to Approve the **Minutes from the August 2, 2022, Regular Town Council Meeting.**

B. Consider Action to Approve the **Minutes from the August 3, 2022, Town Council Budget Workshop.**

C. Consider Action to Approve the **Updated Little Elm Boards and Commissions Policy.**

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

E. Consider Action to Approve a **Purchase Agreement with Alfa Laval, Inc., for the Repair of the Belt Press at the Town's Wastewater Treatment Plant in an Amount not to Exceed $60,671.02.**

F. Consider Action to Approve the **Termination of Reimbursement Agreement and Performance Agreement between the Tax Increment Reinvestment Zone Number Three and the Little Elm Economic Development Corporation.**

G. Consider Action to Approve the **First Amendment to Loan Agreement and Series 2021 Note between Little Elm Economic Development Corporation and Southside Bank, a Texas State Banking Corporation, as Assignee of Government Capital Corporation.**

H. Consider Action to Approve the **Amended and Restated Reimbursement Agreement and Performance Agreement between Tax Increment Zone Number Three, Town of Little Elm and Little Elm EDC.**

I. Consider Action to Approve a **Reimbursement Agreement between Tax Increment Reinvestment Zone Number Three and 100 Hardwicke, LLC.**

J. Consider Action to Approve the **Second Amended and Restated Performance Agreement between 575º Pizzeria-Little Elm, LLC and Little Elm Economic Development Corporation.**

K. Consider Action to Approve the **Economic Development Corporation's Budget for FY 2022-2023.**

L. Consider Action to Approve the **Interlocal Cooperation Agreement between Denton County, Texas, and the Town of Little Elm, Texas.**

M. Consider Action to Approve **Resolution No. 0816202203, Disapproving of the Denton Central Appraisal District 2023 Budget.**

N. Consider Action to Approve the **Quarterly Investment Report for the Period ending June 30, 2022.**

O. Consider Action to Approve the **Unaudited Quarterly Budget Report for the Quarter Ending June 30, 2022.**

P. Consider Action to Approve **Ordinance No. 1676 Approving the 2022-2023 Annual Service Plan Update for the Lakeside Estates Public Improvement District No. Two.**

Q. Consider Action to Approve **Ordinance No. 1677 Approving the 2022-2023 Annual Service Plan Update for the Hillstone Pointe Public Improvement District No. Two.**

R. Consider Action to Approve **Ordinance No. 1678 Approving the 2022-2023 Annual Service Plan Update for the Rudman Tract Public Improvement District.**

S. Consider Action to Approve **Ordinance No. 1679 Approving the 2022-2023 Annual Service Plan Update for the Valencia Public Improvement District.**

T. Consider Action to Approve **Ordinance No. 1680 Approving the 2022-2023 Annual Service Plan Update for the Spiritas Ranch Public Improvement District.**

U. Consider Action to Approve **Ordinance No. 1681 Approving the 2022-2023 Annual Service Plan Update for the Spiritas East Public Improvement District.**

V. Consider Action to Approve **Resolution No. 0816202204 Approving Certain Project Expenditures for TIRZ 4; Providing a Severability Clause; and Providing an Effective Date.**

W. Consider Action to Approve **Resolution No. 0816202205 Approving Certain Project Expenditures for TIRZ 6; Providing a Severability Clause; and Providing an Effective Date.**

7. Regular Items.

A. Hold a Public Hearing, Present, Discuss, and Consider Action to Approve **Resolution No. 0816202201 Authorizing and Creating the Valencia Public Improvement District No. 2.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Resolution No. 0816202201:

Open Public Hearing: 6:49 p.m.
Receive Public Comments: None
Close Public Hearing: 6:50 p.m.

Motion by Mayor Pro Tem Lisa Norman, seconded by Council Member Tony Singh ***to approve Resolution No. 0816202201.***

Vote: 7 - 0 - Unanimously

B. Present, Discuss, and Consider Action on **Resolution No. 0816202202, a Resolution of the Town Council of Little Elm Supporting Denton County's Transportation Road Improvement Program-2022.**

Deputy Town Manager Doug Peach gave an overview of the item.

Motion by Council Member Michael McClellan, seconded by Council Member Jamell Johnson ***to approve Resolution No. 0816202202.***

Vote: 7 - 0 - Unanimously

C. Present, Discuss, and Consider Action on **Resolution No. 0816202206 Addressing Concerns with Addressing in Union Park.**

Deputy Town Manager Doug Peach gave an overview of the item.

Motion by Council Member Jeremy Lukas, seconded by Council Member Michael McClellan ***to approve Resolution No. 0816202206.***

Vote: 7 - 0 - Unanimously

D. Hold a Public Hearing, Present, Discuss, and Consider Action on the **Proposed Budget for the Town of Little Elm for Fiscal Year 2022 - 2023.**

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

Chief Financial Officer Kelly Wilson gave an overview of the item.

Open Public Hearing: 6:58 p.m.
Receive Public Comments: None
Close Public Hearing: 6:59 p.m.

No action was taken.

E. Present, Discuss, and Consider Action on **All Matters Incident and Related to the Issuance and Sale of "Town of Little Elm, Texas, Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2022", including the Adoption of Ordinance No. 1675 Authorizing the Issuance of such Certificates of Obligation.**

Chief Financial Officer Kelly Wilson gave an overview of the item.

Motion by Council Member Jeremy Lukas, seconded by Council Member Michael McClellan ***to approve Ordinance No. 1675.***

Vote: 7 - 0 - Unanimously

F. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1682 Regarding a Proposed Text Amendments to Chapter 106, Zoning Ordinance, by Amending Sec.106.03.03(e) Light Commercial District, Sec. 106.05.01 Schedule of Uses, and Sec. 106.05.02.2 Special Regulations for Specific Permanent Land Uses (other than accessory uses), Sec. 106.06.42 Parking Access from a Public Street and Sec. 106.06.44 Off-street Parking Standards, in Order to Provide Additional Site Layout, Access, and Specific Use Requirements.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1682:

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

Open Public Hearing: 7:20 p.m.
Receive Public Comments: None
Close Public Hearing: 7:21 p.m.

Motion by Council Member Neil Blais, seconded by Council Member Tony Singh ***to approve Ordinance No. 1682.***

Vote: 7 - 0 - Unanimously

G. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1683 Regarding a Proposed Amendment to the Town of Little Elm Comprehensive Plan Future Land Use Map (FLUP), in Order to Establish and Locate the Envisioned Land Uses Resulting from the Adopted West Side Study.**

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

Take Action on Ordinance No. 1683:

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

Open Public Hearing: 7:12 p.m.
Receive Public Comments: None
Close Public Hearing: 7:13 p.m.

Motion by Council Member Neil Blais, seconded by Council Member Jamell Johnson ***to approve Ordinance No. 1683.***

Vote: 7 - 0 - Unanimously

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

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

Council convened into Executive Session at 7:25 p.m.

9. Reconvene into Open Session

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

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

Motion by Council Member Neil Blais, seconded by Council Member Tony Singh ***to amend the Town Manager's contract as discussed in Executive Session.***

Vote: 7 - 0 - Unanimously

Council convened into Open Session at 8:20 p.m.

10. Adjourn.

Meeting was adjourned at 8:21 p.m.

Respectfully,

Caitlan Biggs
Town Secretary

Passed and Approved this 6th day of September 2022.

Date:	09/06/2022
Agenda Item #:	6. B.
Department:	Administrative Services
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Deidre Hale, Director of Human Resources

AGENDA ITEM:

Consider Action to **Ratify the Renewal of Employee Benefits including Blue Cross Blue Shield of Texas, Superior Vision, and Mutual of Omaha, for Fiscal Year 2021-2022 and Approve the Renewal for Fiscal Year 2022-2023, and Authorize the Town Manager to Execute Any and All Contract Documents.**

DESCRIPTION:

Annually, the Town and our broker, McGriff, Seibels, & Williams, Inc., will negotiate with our insurance providers for Health, Dental, Vision, Life, AD&D, Long-term Disability, and Short-term Disability. The process is necessary to ensure competitive rates for the Town and for the employees.

This item will ratify the renewal for Fiscal Year 2021-2022 and approve the renewal for Fiscal Year 2022-2023.

Fiscal Year 2021-2022 Ratification

- Health: .5% increase (Blue Cross Blue Shield of Texas since 2014)
- Dental: two-year rate guarantee, no increase (Blue Cross Blue Shield of Texas since 2019)
- Vision: four-year rate guarantee, no increase (Superior Vision since 2010)
- Life, AD&D, Long-term and Short-term Disability: two-year rate guarantee, no increase (Mutual of Omaha since 2017)
- EAP: two-year rate guarantee, no increase (Alliance Works Partner since 2019)

Fiscal Year 2022-2023 Approval

- Health: After extensive negotiations by staff, there will be a 3.85% increase (Blue Cross Blue Shield of Texas since 2014)
- Dental: After extensive negotiations by staff, there will be a 18.50% increase (Blue Cross Blue Shield of Texas since 2019)
- Vision: 4.99% decrease (Superior Vision since 2010)
- Life, AD&D, Long-term and Short-term Disability: two-year rate guarantee, no increase (Mutual of Omaha since 2017)
- EAP: one-year rate guarantee, no increase (Alliance Works Partner since 2019)

BUDGET IMPACT:

Kelly to update

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

FY2021 - 2022 Renewal

FY2022 - 2023 Renewal

Town of Little Elm
Renewal Analysis
Effective: November 1, 2021

Vendor	AM Best
Medical	
BCBS (Renewal)	A (Excellent)
Dental	
BCBS (Renewal)	A- (Excellent)
Vision	
Superior	A- (Excellent)
Basic Life/AD&D, Vol Life/AD&D, STD & LTD	
Mutual of Omaha	A+ (Superior)
EAP	
Alliance Work Partners	NR

This is not an insurance contract: This proposal is for comparison purposes only. Please refer to certificate booklet or proposal for additional details, including limitations and exclusions.

Final rates and benefits will be determined by actual enrollment and plan selection.

McGriff

Town of Little Elm
Medical Renewal Analysis
Effective: 11/1/2021

	CURRENT				Renewal				Negotiated Renewal			
Benefits	BCBS PPO		BCBS HSA		BCBS PPO		BCBS HSA		BCBS PPO		BCBS HSA	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Coinsurance	80%	60%	100%	70%	80%	60%	100%	70%	80%	60%	100%	70%
Deductible	$1,500 / $3,000	$3,000 / $6,000	$3,000 / $6,000	$10,000 / $20,000	$1,500 / $3,000	$3,000 / $6,000	$3,000 / $6,000	$10,000 / $20,000	$1,500 / $3,000	$3,000 / $6,000	$3,000 / $6,000	$10,000 / $20,000
Out-of-Pocket Maximum	$4,500 / $9,000	$11,300 / $22,600	$3,000 / $6,000	$20,000 / $40,000	$4,500 / $9,000	$11,300 / $22,600	$3,000 / $6,000	$20,000 / $40,000	$4,500 / $9,000	$11,300 / $22,600	$3,000 / $6,000	$20,000 / $40,000
Deductible Included in OOP	Yes		Yes		Yes		Yes		Yes		Yes	
Lifetime Maximum	Unlimited		Unlimited		Unlimited		Unlimited		Unlimited		Unlimited	
Physician Office Copay	$25 copay	60% after ded.	100% after ded.	70% after ded.	$25 copay	60% after ded.	100% after ded.	70% after ded.	$25 copay	60% after ded.	100% after ded.	70% after ded.
Specialist Office Copay	$50 copay	60% after ded.	100% after ded.	70% after ded.	$50 copay	60% after ded.	100% after ded.	70% after ded.	$50 copay	60% after ded.	100% after ded.	70% after ded.
Urgent Care Copay	$75 copay	60% after ded.	100% after ded.	70% after ded.	$75 copay	60% after ded.	100% after ded.	70% after ded.	$75 copay	60% after ded.	100% after ded.	70% after ded.
Emergency Room Copay	80% after $300 copay - Facility 80% after ded. - Physician		100% after ded.		80% after $300 copay - Facility 80% after ded. - Physician		100% after ded.		80% after $300 copay - Facility 80% after ded. - Physician		100% after ded.	
Virtual Visit Copy	$25 copay	60% after ded.	100% after ded.	70% after ded.	$25 copay	60% after ded.	100% after ded.	70% after ded.	$25 copay	60% after ded.	100% after ded.	70% after ded.
Hospital												
Inpatient	80% after ded.	60% after ded.	100% after ded.	70% after ded.	80% after ded.	60% after ded.	100% after ded.	70% after ded.	80% after ded.	60% after ded.	100% after ded.	70% after ded.
Outpatient	80% after ded.	60% after ded.	100% after ded.	70% after ded.	80% after ded.	60% after ded.	100% after ded.	70% after ded.	80% after ded.	60% after ded.	100% after ded.	70% after ded.
Skilled Nursing Facility	100% of Allowable (25 days per year)	60% after ded. (25 days per year)	100% after ded. (25 days per year)	70% after ded. (25 days per year)	100% of Allowable (25 days per year)	60% after ded. (25 days per year)	100% after ded. (25 days per year)	70% after ded. (25 days per year)	100% of Allowable (25 days per year)	60% after ded. (25 days per year)	100% after ded. (25 days per year)	70% after ded. (25 days per year)
Home Health Care	100% of Allowable (60 days per year)	60% after ded. (60 days per year)	100% after ded. (60 visits per year)	70% after ded. (60 visits per year)	100% of Allowable (60 days per year)	60% after ded. (60 days per year)	100% after ded. (60 visits per year)	70% after ded. (60 visits per year)	100% of Allowable (60 days per year)	60% after ded. (60 days per year)	100% after ded. (60 visits per year)	70% after ded. (60 visits per year)
Mental Illness												
Inpatient	80% after ded.	60% after ded.	100% after ded.	70% after ded.	80% after ded.	60% after ded.	100% after ded.	70% after ded.	80% after ded.	60% after ded.	100% after ded.	70% after ded.
Outpatient Office	$25 copay	60% after ded.	100% after ded.	70% after ded.	$25 copay	60% after ded.	100% after ded.		$25 copay	60% after ded.	100% after ded.	
Substance Abuse												
Inpatient	80% after ded.	60% after ded.	100% after ded.	70% after ded.	80% after ded.	60% after ded.	100% after ded.	70% after ded.	80% after ded.	60% after ded.	100% after ded.	70% after ded.
Outpatient Office	$25 copay	60% after ded.	100% after ded.	70% after ded.	$25 copay	60% after ded.	100% after ded.	70% after ded.	$25 copay	60% after ded.	100% after ded.	70% after ded.
Prescription Drugs	**Separate OOP Rx Max $1,000 Ind/$3,000 fam** *Mandatory Generic* Specialty Drugs through PRIME Rx		*Mandatory Generic*		**Separate OOP Rx Max $1,000 Ind/$3,000 fam** *Mandatory Generic* Specialty Drugs through PRIME Rx		*Mandatory Generic*		**Separate OOP Rx Max $1,000 Ind/$3,000 fam** *Mandatory Generic* Specialty Drugs through PRIME Rx		*Mandatory Generic*	
Retail - (30 day supply)												
Generic	$10	60% after copay	100% after ded.		$10	60% after copay	100% after ded.		$10	60% after copay	100% after ded.	
Brand Name	$25	60% after copay	100% after ded.		$25	60% after copay	100% after ded.		$25	60% after copay	100% after ded.	
Non-Formulary	$40	60% after copay	100% after ded.		$40	60% after copay	100% after ded.		$40	60% after copay	100% after ded.	
Speciality	$80	60% after copay	100% after ded.		$80	60% after copay	100% after ded.		$80	60% after copay	100% after ded.	
Mail Order - (90 day supply)												
Generic	$30	N/A	100% after ded.	N/A	$30	N/A	100% after ded.	N/A	$30	N/A	100% after ded.	N/A
Brand Name	$75	N/A	100% after ded.	N/A	$75	N/A	100% after ded.	N/A	$75	N/A	100% after ded.	N/A
Non-Formulary	$120	N/A	100% after ded.	N/A	$120	N/A	100% after ded.	N/A	$120	N/A	100% after ded.	N/A
Rates												
Employee Only 112 47	$670.97		$650.92		$691.77		$671.10		$674.32		$654.17	
Employee + Spouse 12 2	$1,560.29		$1,513.79		$1,608.66		$1,560.72		$1,568.09		$1,521.36	
Employee + Child 43 15	$1,088.69		$1,056.20		$1,122.44		$1,088.94		$1,094.13		$1,061.48	
Employee + Family 31 12	$1,917.28		$1,860.23		$1,976.72		$1,917.90		$1,926.87		$1,869.53	
Monthly Total 198 76	$200,121.47		$71,786.58		$206,325.40		$74,012.04		$201,122.08		$72,145.51	
Annual Total	$2,401,457.64		$861,438.96		$2,475,904.80		$888,144.48		$2,413,464.93		$865,746.15	
Combined Total	$3,262,896.60				$3,364,049.28				$3,279,211.08			
Percent(%) Increase	--				3.10%				0.50%			

McGriff

Town of Little Elm
Dental Renewal Analysis
Effective: 11/1/2021

		Current/ Renewal	
Benefits		**BCBS PPO**	
Deductible		$50 Single $150 Family	
Waived for Preventive		Yes	
Preventive		100%	
Basic*		80%	
Major*		50%	
Calendar Year Maximum		$1,500	
Endodontics and Periodontics		Major	
R&C Percentile		90%	
Orthodontia (Chidl Only)		50%	
Orthodontia Maximum		$1,500	
Rate Guarantee		2 Years - Until 10/31/2022	
Dental Rates		**Current Rates**	**Renewal Rates**
Employee Only	154	$29.53	$29.53
Employee + Spouse	24	$61.75	$61.75
Employee + Child(ren)	40	$72.69	$72.69
Employee + Family	55	$109.17	$109.17
Monthly Total	**273**	**$14,941.57**	**$14,941.57**
Annual Total		**$179,298.84**	**$179,298.84**
$ Difference over Current		**-**	**$0.00**
% Difference Over Current		**--**	**0%**

* Deductible applies

Town of Little Elm
Vision Renewal Analysis
Effective: 11/1/2021

		CURRENT/ RENEWAL Superior Vision
Services		
Examination		Once every 12 months
Lenses		Once every 12 months
Frames		Once every 24 months
Copayments		$10 copay - exams $25 copay - materials
Materials		Discounts given for non-covered materials
Standard Lenses		
Single Vision		100% after copay
Bifocal		100% after copay
Trifocal		100% after copay
Lenticular		100% after copay
Progressive		Up to Trifocal amount
Frames		Up to $125 retail allowance
Contact Lenses		Nec.-100% after copay Elective - up to $120 allowance
Non-Participating Provider		Up to set allowance
Laser Vision Correction		20% discount
Rate Guarantee		2 years - until 10/31/2022
Vision Rates		
Employee Only	152	$5.79
Employee + Spouse	21	$11.45
Employee + Child(ren)	59	$11.24
Employee + Family	112	$17.08
Monthly Total	**344**	$3,696.65
Annual Total		$44,359.80
Percent Diff Over Current		--

Added 1800 Contacts & Glasses.com to the network. Heaing Aid Benefit included.

Town of Little Elm
Basic Life and AD&D Renewal Analysis
Effective: 11/1/2021

	CURRENT/ RENEWAL
Benefits	**Mutual of Omaha**
Life/AD&D Amount	1 x BAE
Guarantee Issue Amount	$100,000
Maximum Amount	$100,000
Conversion	Included
Portability	Not Included
Accelerated Benefit	80%
Age Reduction Formula	33% at age 65 60% at age 70 70% at age 75
Rate Guarantee	2 Years- Until 10/31/2022
Covered Volume	$16,746,540
Life/AD&D Rates (/$1,000)	$0.110
Monthly Total	$1,842.12
Annual Total	$22,105.43
Percent Diff Over Current	0.00%

Town of Little Elm
Voluntary Life and AD&D Renewal Analysis
Effective: 11/1/2021

	CURRENT/ RENEWAL
Benefits	**Mutual of Omaha**
Employee Benefit	$10,000 increments
Guarantee Issue	5x BAE or $50,000
Maximum Amount	5x BAE ot $500,000
Conversion	Included
Accelerated Death Benefit	Included
Waiver of Premium	Included
Participation Requirement	25%
Age Reduction Formula	33% at age 65 55% at age 70 70% at age 75
Rate Guarantee	2 Years- Until 10/31/2022
Voluntary AD&D Rate	$0.04
Voluntary Life Rates (Per $1,000)	
<19	$0.047
20-24	$0.085
25-29	$0.108
30-34	$0.131
35-39	$0.155
40-44	$0.248
45-49	$0.374
50-54	$0.688
55-59	$1.268
60-64	$1.904
65-69	$3.131
70-74	$5.789
75+	$19.583

Town of Little Elm
Voluntary Dependent Life and AD&D Renewal Analysis
Effective: 11/1/2021

	CURRENT/ RENEWAL
Benefits	**Mutual of Omaha**
Spouse Benefit	$5,000 increments
Spouse Guarantee Issue	$10,000
Spouse Maximum Amount	Lesser of 100% EE or $250,000
Child Benefit	Flat $10,000
Age Reduction Formula	Terminates at 70
Rate Guarantee	2 Years- Until 10/31/2022
Child Rate (Per $1,000)	$0.18
Voluntary Life Rates (Per $1,000)	
<19	$0.047
20-24	$0.085
25-29	$0.108
30-34	$0.131
35-39	$0.155
40-44	$0.248
45-49	$0.374
50-54	$0.688
55-59	$1.268
60-64	$1.904
65-69	$3.131
Child AD&D	-

Town of Little Elm
Voluntary Short Term Disability Renewal Analysis
Effective: 11/1/2021

	CURRENT/ RENEWAL Mutual of Omaha
Basic Benefit	60% of weekly earnings
Maximum Weekly Benefit	$1,000
Benefit Waiting Period	14 days for Accident, and 14 days for illness
Maximum Benefit Period	11 weeks
Employee Contribution	Contributory
Participation	28%
Pre-Existing Conditions	3/6
Rate Guarantee	2 Years- Until 10/31/2022
STD Rates (per $10)	
0-24	$0.497
25-29	$0.497
30-34	$0.540
35-39	$0.397
40-44	$0.351
45-49	$0.417
50-54	$0.485
55-59	$0.668
60-64	$0.817
65-69	$0.817
70+	$0.817

Town of Little Elm
Long Term Disability Renewal Analysis
Effective: 11/1/2021

	CURRENT/ RENEWAL
	Mututal of Omaha
Basic Benefit Class 1	60% of monthly earnings
Maximum Mo. Benefit	$5,000
Elimination Period	90 days
Definition of Disability	24 months Own Occupation
Survivor Benefit	3 months
Mental Illness	12 months
Pre-existing Conditions	3/12
Waiver of Premium	Included
Rate Guarantee	2 Years- Until 10/31/2022
Covered Volume	$1,395,413
LTD Rates (per $100)	$0.310
Monthly Total	$4,325.78
Annual	$51,909.36

Town of Little Elm
EAP Renewal Analysis
Effective: 11/1/2021

	Current/Renewal
Benefits	**Alliance Work Partners**
Toll-Free 24-Hour Access	Yes
Call Initially Answered By	Professional, Bachelors & Master's Level Counselors
Reporting	Quarterly & Annual Utilization
Educational Materials/Online Resources	Frontline Supervisor newsletter, online training and seminars, customized EAP website that includes a self-assessment, webinars and over 100+ e-learning
Session Options	Face to Face, Video, Chat, Tele-Counseling , Online Group
EAP Orientation	2 onsite hours
Additional Programs for Members included in PEPM	Law Access - legal and financial assistance. Free consultation per problem, per year and up to 25% discount on continued face-to-face counseling. ID theft monitoring and recovery assistance included
	Plan Well - online financial wellness program. Videos, goal based challenges and rewards.
	Teen Hotline
	24 hour resources and referrals to community resources
	SafeRide Program
	3 monthly electronic newsletters, online resources, HelpNet (customized EAP site), workplace toolkits for supervisors and employees
Additional Programs for Employer included in PEPM	EAP Program Orientation for Employees & Supervisors
	Unlimited Management Consultations, Case Management Services, Extended Care Referrals, Unlimited Critical Incident Stress Response, Health Fair Participation, Tobacco Cessation Programs
	Workplace protection - drug free policy assistance, US DOT SAP services, Drug & Alcohol Awareness Training, Return to Work Program, Promotional Materials, Supervisory Training, Professional Development/Personal Growth Seminars
Implementation	30 days - can implemented quicker
Pricing (PEPM)	**$1.77**
Add Ons	Work-Life Resources - $0.49 pepm
	Customized Trainings - $250/hr of development & $200/hr for delivery + travel
	Tobacco Cessation Courses - $1,200 for 12 people onsite for 6 weeks
	WellCoach - $.10 pepm
Rate Guarantee	**1 Year- Until 10/31/2022**
Monthly Total	$697.38
Annual Total	$8,368.56

Assuming 394 active employees

**Terminated employees covered for additional 6 months*
AWP is currently in transition right now on the Nurse Support Services. They do not currently have a vendor and are looking at discontinuing the service so they are not accepting new enrollments for Nurse support right now.

Disclaimer

The following summary of coverages is to be used only as an overview of each policy written and in no way should it be used, nor is intended to be used, as a substitute for the original policy provisions. It has been prepared as a guideline for your reference only.

The policy/policies contain conditions, limitations and exclusions which may affect or limit coverage to be provided and should be reviewed by the insured to verify that coverage has been written as requested.

All of the information contained in this proposal is subject to the terms, conditions and limitations contained in the policies. Values are based on information provided by the client.

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McGRIFF, SEIBELS & WILLIAMS, INC. COMPENSATION STATEMENT

Our principal remuneration for the placement and service of your insurance policy(ies) will be by commission (a proportion of the premium paid that is allowed to us by the insurance company(ies)) and/or a mutually agreed fee.

You should be aware that we may receive additional income from the following sources:

- **Interest or Investment Income earned on insurance premiums.**
- **Expense Allowances or Reimbursements from insurance companies and other vendors for (a) educational and professional development programs; (b) managing and administering certain binding authorities and other similar facilities, including claims which may arise; and (c) attendance at insurance company meetings and events; all of which we believe enable us to provide more efficient service and competitive terms to those clients for whom we consider the use of such facilities appropriate.**
- **Tier II Commission (sometimes referred to as "extra compensation") is exclusive to the placement of employee benefits insurance and is based on premium volume of new business and/or premium retention.**
- **Contingent Commission (sometimes referred to as "profit sharing") which can be based on profitability, premium volume, premium retention, and/or growth. If any part of your account is on a fee basis, we will not accept contingent commissions related to your account.**

If you have questions or desire additional information about remuneration and other income, please contact your Agent who will put you in touch with our Chief Risk Manager for assistance. If any part of your insurance program is placed through any BB&T-owned companies (including retail insurance brokers BB&T Insurance Services, Inc. and BB&T Insurance Services of California, Inc.; wholesale insurance brokers CRC Insurance Services, Inc. and Crump Life Insurance Services, Inc.; managing general underwriter AmRisc, LP; insurance premium finance company, Prime Rate Premium Finance Corporation, Inc. or affiliates; or BB&T Assurance Company, Ltd.) disclosure of that income will also be included.

McGRIFF, SEIBELS & WILLIAMS, INC. THIRD PARTY DISCLAIMER

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Provider Security Standards

The following is a brief summary of the measures that we have taken as your broker to review and report to you objectively on the financial security of your insuring companies. Information is included on A.M. Best Company, our primary security rating source, and the internal standards, which we have established to address this important issue for our customers.

MSW Security Review -McGriff, Seibels& Williams has established an internal "Security Review Group" composed of senior management representatives from the Finance, Marketing, Branch, Wholesale and Administrative Divisions of the company. This group's purpose is to develop and implement all procedures and standards for the financial security of all insurers, intermediaries and associations used by MSW and its subsidiary companies.

This group meets periodically to review the current listing of all companies, intermediaries and associations, which are actively used by MSW. It will also act on any pending requests received from throughout the company to have new Providers activated, and to deactivate any Providers that do not meet current MSW standards. MSW Provider Classifications:

"Approved Provider" is any Provider whose A.M. Best's rating is A-or higher. The Best's rating of an "approved" Provider must be printed on all MSW Confirmations of Coverage (Binders) and proposals delivered to clients or prospects.

"Exception Provider" is certain Providers with a rating lower than A-, including those companies "not rated by A.M. Best" which after review by the Security Review Group will be an approved security.

Any Provider approved by MSW receiving an A.M. Best downgrade of rating will be posted on our website (www.mcgriff.com). A downgrade that results in an "Approved" Provider moving to a less than A-A.M. Best Rating will be communicated to you in writing.

A.M. Best Company
AmbestRoad
Oldwick, New Jersey 08858

History -A.M. Best Company was incorporated in 1899 as the first rating agency in the world to offer reliable information on the financial condition of U.S. insurance companies. The Best's Rating Guide was first published in 1900, and has since become a cornerstone of the security review process by continuously evaluating the financial integrity of over 4,100 insurance companies. In 1984, the first edition of the Best's International Rating Guide was published, reporting on the claims-paying ability of over 950 international insurers.

The information used by Best to rate insurance carriers is provided by the companies themselves as a part of their normal filings with the National Association of Insurance Commissioners, those states in which the company is licensed, the SEC and/or with its shareholders. Rating reviews are performed annually on each insurance company and on an interim basis as conditions dictate. Best's Rating System -The Best's rating system is designed to evaluate a wide range of objective and subjective factors that affect the overall performance of an insurance company (not applicable to associations or intermediaries). These factors deal with the company's financial strength, its operating performance and its ability to meet its financial obligations to policyholders, as follows:

Profitability*Spread of risk
*Quality of reinsurance program*Leverage/Capitalization
*Quality and diversification of assets*Liquidity
*Adequacy of policy loss reserves*Adequacy of policyholder's surplus
*Capital structure*Management experience and objectives

Best's Rating Symbols -A typical Best's rating is composed of two parts. The "Security" portion provides an alphabetical indication of the quality of the security provided by a company to its policyholders. This rating is further defined in three categories, "Secure", "Vulnerable" or "Not Assigned". The "Financial Size" (FSC) portion of the Best's rating uses Roman numerals to rank companies based on the dollar amount of their policyholder's surplus and contingent reserve funds. While comparative rankings for security or financial size by themselves may not adequately portray the complete financial health of a company, the combination of the two has proven to be reliable in predicting the ability of a company to meet its claims obligations in a timely manner, both now and in the near future. The actual rating symbols used by Best and their meanings are:

"Secure" RatingsA++ or A+Superior
A or A-Excellent
B++ or B+Good
"Vulnerable"B or B-Fair
RatingsC++ or C+Marginal
C or C-Weak
DPoor
EUnderSupervision
FIn Liquidation
SSuspended
"NR" Not Rated Designation –Assigned to companies not rated by A.M. Best.

Financial Size Categories I

I	Under $1,000,000	VIII	100,000,000 – 250,000,000
II	1,000,000 - 2,000,000	IX	250,000,000 – 500,000,000
III	2,000,000 – 5,000,000	X	500,000,000 – 750,000,000
IV	5,000,000 – 10,000,000	XI	750,000,000 – 1,000,000,000
V	10,000,000 – 25,000,000	XII	1,000,000,000 – 1,250,000,000
VI	25,000,000 - 50,000,000	XIII	1,250,000,000 – 1,500,000,000
VII	50,000,000 – 100,000,000	XIV	1,500,000,000 – 2,000,000,000
		XV	Over 2,000,000,000

Source: *Best's Key Rating Guide – 2016 Edition*

Town of Little Elm
Renewal Analysis
Effective: November 1, 2022

Vendor	AM Best	Financial Size	Notes
Medical			
BCBS (Renewal)	A (Excellent)	XV ($2 Billion or greater)	*Current Vendor*
Dental			
BCBS (Renewal)	A (Excellent)	XV ($2 Billion or greater)	*Current Vendor*
Vision			
Superior Vision	A- (Excellent)	XV ($2 Billion or greater)	*Current Vendor*
Basic Life/AD&D, Vol Life/AD&D, STD & LTD			
Mutual of Omaha	A+ (Superior)	XV ($2 Billion or greater)	*Current Vendor*
EAP			
Alliance Work Partners	NR	NR	*Current Vendor*

This is not an insurance contract: This proposal is for comparison purposes only. Please refer to certificate booklet or proposal for additional details, including limitations and exclusions.

Final rates and benefits will be determined by actual enrollment and plan selection.

Town of Little Elm
Medical Renewal Analysis
Effective: 11/1/2022

Benefits	CURRENT				RENEWAL				NEGOTIATED RENEWAL			
	BCBS PPO		BCBS HSA		BCBS PPO		BCBS HSA		BCBS PPO		BCBS HSA	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Coinsurance	80%	60%	100%	70%	80%	60%	100%	70%	80%	60%	100%	70%
Deductible	$1,500 / $3,000	$3,000 / $6,000	$3,000 / $6,000	$10,000 / $20,000	$1,500 / $3,000	$3,000 / $6,000	$3,000 / $6,000	$10,000 / $20,000	$1,500 / $3,000	$3,000 / $6,000	$3,000 / $6,000	$10,000 / $20,000
Out-of-Pocket Maximum	$4,500 / $9,000	$11,300 / $22,600	$3,000 / $6,000	$20,000 / $40,000	$4,500 / $9,000	$11,300 / $22,600	$3,000 / $6,000	$20,000 / $40,000	$4,500 / $9,000	$11,300 / $22,600	$3,000 / $6,000	$20,000 / $40,000
Deductible Included in OOP	Yes		Yes		Yes		Yes		Yes		Yes	
Lifetime Maximum	Unlimited		Unlimited		Unlimited		Unlimited		Unlimited		Unlimited	
Physician Office Copay	$25 copay	60% after ded.	100% after ded.	70% after ded.	$25 copay	60% after ded.	100% after ded.	70% after ded.	$25 copay	60% after ded.	100% after ded.	70% after ded.
Specialist Office Copay	$50 copay	60% after ded.	100% after ded.	70% after ded.	$50 copay	60% after ded.	100% after ded.	70% after ded.	$50 copay	60% after ded.	100% after ded.	70% after ded.
Urgent Care Copay	$75 copay	60% after ded.	100% after ded.	70% after ded.	$75 copay	60% after ded.	100% after ded.	70% after ded.	$75 copay	60% after ded.	100% after ded.	70% after ded.
Emergency Room Copay	80% after $300 copay - Facility 80% after ded. - Physician		100% after ded.		80% after $300 copay - Facility 80% after ded. - Physician		100% after ded.		80% after $300 copay - Facility 80% after ded. - Physician		100% after ded.	
Virtual Visit Copy	$25 copay	60% after ded.	100% after ded.	70% after ded.	$25 copay	60% after ded.	100% after ded.	70% after ded.	$25 copay	60% after ded.	100% after ded.	70% after ded.
Hospital												
Inpatient	80% after ded.	60% after ded.	100% after ded.	70% after ded.	80% after ded.	60% after ded.	100% after ded.	70% after ded.	80% after ded.	60% after ded.	100% after ded.	70% after ded.
Outpatient	80% after ded.	60% after ded.	100% after ded.	70% after ded.	80% after ded.	60% after ded.	100% after ded.	70% after ded.	80% after ded.	60% after ded.	100% after ded.	70% after ded.
Skilled Nursing Facility	100% of Allowable (25 days per year)	60% after ded. (25 days per year)	100% after ded. (25 days per year)	70% after ded. (25 days per year)	100% of Allowable (25 days per year)	60% after ded. (25 days per year)	100% after ded. (25 days per year)	70% after ded. (25 days per year)	100% of Allowable (25 days per year)	60% after ded. (25 days per year)	100% after ded. (25 days per year)	70% after ded. (25 days per year)
Home Health Care	100% of Allowable (60 days per year)	60% after ded. (60 days per year)	100% after ded. (60 visits per year)	70% after ded. (60 visits per year)	100% of Allowable (60 days per year)	60% after ded. (60 days per year)	100% after ded. (60 visits per year)	70% after ded. (60 visits per year)	100% of Allowable (60 days per year)	60% after ded. (60 days per year)	100% after ded. (60 visits per year)	70% after ded. (60 visits per year)
Mental Illness												
Inpatient	80% after ded.	60% after ded.	100% after ded.	70% after ded.	80% after ded.	60% after ded.	100% after ded.	70% after ded.	80% after ded.	60% after ded.	100% after ded.	70% after ded.
Outpatient Office	$25 copay	60% after ded.	100% after ded.		$25 copay	60% after ded.	100% after ded.		$25 copay	60% after ded.	100% after ded.	
Substance Abuse												
Inpatient	80% after ded.	60% after ded.	100% after ded.	70% after ded.	80% after ded.	60% after ded.	100% after ded.	70% after ded.	80% after ded.	60% after ded.	100% after ded.	70% after ded.
Outpatient Office	$25 copay	60% after ded.	100% after ded.	70% after ded.	$25 copay	60% after ded.	100% after ded.	70% after ded.	$25 copay	60% after ded.	100% after ded.	70% after ded.
Prescription Drugs	**Separate OOP Rx Max $1,000 Ind/$3,000 fam** *Mandatory Generic* Specialty Drugs through PRIME Rx		*Mandatory Generic*		**Separate OOP Rx Max $1,000 Ind/$3,000 fam** *Mandatory Generic* Specialty Drugs through PRIME Rx		*Mandatory Generic*		**Separate OOP Rx Max $1,000 Ind/$3,000 fam** *Mandatory Generic* Specialty Drugs through PRIME Rx		*Mandatory Generic*	
Retail - (30 day supply)												
Generic	$10	60% after copay	100% after ded.		$10	60% after copay	100% after ded.		$10	60% after copay	100% after ded.	
Brand Name	$25	60% after copay	100% after ded.		$25	60% after copay	100% after ded.		$25	60% after copay	100% after ded.	
Non-Formulary	$40	60% after copay	100% after ded.		$40	60% after copay	100% after ded.		$40	60% after copay	100% after ded.	
Specialty	$80	60% after copay	100% after ded.		$80	60% after copay	100% after ded.		$80	60% after copay	100% after ded.	
Mail Order - (90 day supply)												
Generic	$30	N/A	100% after ded.	N/A	$30	N/A	100% after ded.	N/A	$30	N/A	100% after ded.	N/A
Brand Name	$75	N/A	100% after ded.	N/A	$75	N/A	100% after ded.	N/A	$75	N/A	100% after ded.	N/A
Non-Formulary	$120	N/A	100% after ded.	N/A	$120	N/A	100% after ded.	N/A	$120	N/A	100% after ded.	N/A
Rates												
Employee Only ## 47	$674.32		$654.17		$718.15		$696.69		$700.31		$679.38	
Employee + Spou 9 2	$1,568.09		$1,521.36		$1,670.02		$1,620.25		$1,628.52		$1,579.99	
Employee + Child 44 15	$1,094.13		$1,061.48		$1,165.25		$1,130.48		$1,136.29		$1,102.38	
Employee + Famil 35 17	$1,926.87		$1,869.53		$2,052.12		$1,991.05		$2,001.13		$1,941.57	
Monthly Total ## 81	$210,613.38		$81,492.92		$224,303.38		$86,789.98		$218,730.19		$84,633.23	
Annual Total	$2,527,360.56		$977,915.04		$2,691,640.56		$1,041,479.76		$2,624,762.28		$1,015,598.76	
Combined Total	$3,505,275.60				$3,733,120.32				$3,640,361.04			
Percent(%) Increase	--				6.50%				3.85%			

Note: Rates are contingent upon renewing Medical & Dental

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Town of Little Elm
Dental Renewal Analysis
Effective: 11/1/2022

Benefits		Current BCBS PPO	Renewal BCBS PPO	Negotiated Renewal BCBS PPO
Deductible		$50 Single $150 Family	$50 Single $150 Family	$50 Single $150 Family
Waived for Preventive		Yes	Yes	Yes
Preventive		100%	100%	100%
Basic*		80%	80%	80%
Major*		50%	50%	50%
Calendar Year Maximum		$1,500	$1,500	$1,500
Endodontics and Periodontics		Major	Major	Major
R&C Percentile		90%	90%	90%
Orthodontia (Child Only)		50%	50%	50%
Orthodontia Maximum		$1,000	$1,000	$1,000
Rate Guarantee		-	**2 Years - Until 10/31/2024**	**2 Years - Until 10/31/2024**
Dental Rates				
Employee Only	161	$29.53	$35.76	$34.99
Employee + Spouse	19	$61.75	$74.78	$73.17
Employee + Child(ren)	42	$72.69	$88.03	$86.14
Employee + Family	65	$109.17	$132.20	$129.37
Monthly Total	**287**	**$16,076.61**	**$19,468.44**	**$19,050.55**
Annual Total		**$192,919.32**	**$233,621.28**	**$228,606.60**
$ Difference over Current		-	**$40,701.96**	**$35,687.28**
% Difference Over Current		-	**21.10%**	**18.50%**

* Deductible applies

McGriff

Town of Little Elm
Vision Renewal Analysis
Effective: 11/1/2022

		CURRENT/ RENEWAL	
		Superior Vision	
Services			
Examination		Once every 12 months	
Lenses		Once every 12 months	
Frames		Once every 24 months	
Copayments		$10 copay - exams	
Materials		Discounts given for non-covered	
Standard Lenses			
Single Vision		100% after copay	
Bifocal		100% after copay	
Trifocal		100% after copay	
Lenticular		100% after copay	
Progressive		Up to Trifocal amount	
Frames		Up to $125 retail allowance	
Contact Lenses		Nec.-100% after copay	
Non-Participating Provider		Up to set allowance	
Laser Vision Correction		20% discount	
Rate Guarantee		4 years - until 10/31/2026	
Vision Rates		**Current Rates**	**Renewal Rates**
Employee Only	152	$5.79	$5.50
Employee + Spouse	21	$11.45	$10.88
Employee + Child(ren)	59	$11.24	$10.68
Employee + Family	112	$17.08	$16.23
Monthly Total	**344**	$3,696.65	$3,512.36
Annual Total		$44,359.80	$42,148.32
Percent Diff Over Current		--	-4.99%
		Added 1800 Contacts & Glasses.com to the network. Heaing Aid Benefit included.	*Now UW by MetLife due to Versant Health being acquired*

McGriff

Town of Little Elm
Basic Life and AD&D Renewal Analysis
Effective: 11/1/2022

CURRENT / RENEWAL

Benefits	Mutual of Omaha
Life/AD&D Amount	1 x BAE
Guarantee Issue Amount	$100,000
Maximum Amount	$100,000
Conversion	Included
Portability	Not Included
Accelerated Benefit	80%
Age Reduction Formula	33% at age 65 60% at age 70 70% at age 75
Rate Guarantee	2 Years - Until 10/31/2024
Covered Volume	$19,306,510
Life/AD&D Rates (/$1,000)	$0.110
Monthly Total	$2,123.72
Annual Total	$25,484.59
Percent Diff Over Current	0.00%

Town of Little Elm
Voluntary Life and AD&D Renewal Analysis
Effective: 11/1/2022

CURRENT / RENEWAL

Benefits	Mutual of Omaha
Employee Benefit	$10,000 increments
Guarantee Issue	5x BAE or $50,000
Maximum Amount	5x BAE ot $500,000
Conversion	Included
Accelerated Death Benefit	Included
Waiver of Premium	Included
Participation Requirement	25%
Age Reduction Formula	33% at age 65 55% at age 70 70% at age 75
Rate Guarantee	2 Years - Until 10/31/2024
Voluntary AD&D Rate	$0.04
Voluntary Life Rates (Per $1,000)	
<19	$0.047
20-24	$0.085
25-29	$0.108
30-34	$0.131
35-39	$0.155
40-44	$0.248
45-49	$0.374
50-54	$0.688
55-59	$1.268
60-64	$1.904
65-69	$3.131
70-74	$5.789
75+	$19.583

Town of Little Elm
Voluntary Dependent Life and AD&D Renewal Analysis
Effective: 11/1/2022

	CURRENT/ RENEWAL
Benefits	**Mutual of Omaha**
Spouse Benefit	$5,000 increments
Spouse Guarantee Issue	$10,000
Spouse Maximum Amount	Lesser of 100% EE or $250,000
Child Benefit	Flat $10,000
Age Reduction Formula	Terminates at 70
Rate Guarantee	2 Years - Until 10/31/2024
Child Rate (Per $1,000)	$0.18
Voluntary Life Rates (Per $1,000)	
<19	$0.047
20-24	$0.085
25-29	$0.108
30-34	$0.131
35-39	$0.155
40-44	$0.248
45-49	$0.374
50-54	$0.688
55-59	$1.268
60-64	$1.904
65-70	$3.131
Child AD&D	-

Town of Little Elm
Voluntary Short Term Disability Renewal Analysis
Effective: 11/1/2022

	CURRENT/ RENEWAL
	Mutual of Omaha
Basic Benefit	60% of weekly earnings
Maximum Weekly Benefit	$1,000
Benefit Waiting Period	14 days for Accident, and 14 days for illness
Maximum Benefit Period	11 weeks
Employee Contribution	Contributory
Participation	28%
Pre-Existing Conditions	3/6
Rate Guarantee	2 Years - Until 10/31/2024
STD Rates (per $10)	
0-24	$0.497
25-29	$0.497
30-34	$0.540
35-39	$0.397
40-44	$0.351
45-49	$0.417
50-54	$0.485
55-59	$0.668
60-64	$0.817
65-69	$0.817
70+	$0.817

Town of Little Elm
Long Term Disability Renewal Analysis
Effective: 11/1/2022

	CURRENT/ RENEWAL
	Mututal of Omaha
Basic Benefit Class 1	60% of monthly earnings
Maximum Mo. Benefit	$5,000
Elimination Period	90 days
Definition of Disability	24 months Own Occupation
Survivor Benefit	3 months
Mental Illness	12 months
Pre-existing Conditions	3/12
Waiver of Premium	Included
Rate Guarantee	2 Years - Until 10/31/2024
Covered Volume	$1,610,034
LTD Rates (per $100)	$0.310
Monthly Total	$4,991.11
Annual	$59,893.26

Town of Little Elm
EAP Renewal Analysis
Effective: 11/1/2022

	Current/Renewal
Benefits	**Alliance Work Partners**
Toll-Free 24-Hour Access	Yes
Call Initially Answered By	Professional, Bachelors & Master's Level Counselors
Reporting	Quarterly & Annual Utilization
Educational Materials/Online Resources	Frontline Supervisor newsletter, online training and seminars, customized EAP website that includes a self-assessment, webinars and over 100+ e-learning
Session Options	Face to Face, Video, Chat, Tele-Counseling , Online Group
EAP Orientation	2 onsite hours
Additional Programs for Members included in PEPM	Law Access - legal and financial assistance. Free consultation per problem, per year and up to 25% discount on continued face-to-face counseling. ID theft monitoring and recovery assistance included
	Plan Well - online financial wellness program. Videos, goal based challenges and rewards.
	Teen Hotline
	24 hour resources and referrals to community resources
	SafeRide Program
	3 monthly electronic newsletters, online resources, HelpNet (customized EAP site), workplace toolkits for supervisors and employees
Additional Programs for Employer included in PEPM	EAP Program Orientation for Employees & Supervisors
	Unlimited Management Consultations, Case Management Services, Extended Care Referrals, Unlimited Critical Incident Stress Response, Health Fair Participation, Tobacco Cessation Programs
	Workplace protection - drug free policy assistance, US DOT SAP services, Drug & Alcohol Awareness Training, Return to Work Program, Promotional Materials, Supervisory Training, Professional Development/Personal Growth Seminars
Implementation	30 days - can implemented quicker
Pricing (PEPM)	**$1.77**
Add Ons	Work-Life Resources - $0.49 pepm
	Customized Trainings - $250/hr of development & $200/hr for delivery + travel
	Tobacco Cessation Courses - $1,200 for 12 people onsite for 6 weeks
	WellCoach - $.10 pepm
Rate Guarantee	**1 Year- Until 10/31/2023**
Monthly Total	$697.38
Annual Total	$8,368.56

Assuming 394 active employees

**Terminated employees covered for additional 6 months*

DISCLAIMER

The rates and benefits shown in this proposal are for an illustrative comparison only. Please refer to the carrier's certificate of coverage or policy for a complete description of benefits, exclusions, and limitations. In the event of a discrepancy, the carrier's contract will always govern. Rates shown are not final until final underwriting is approved by the carrier.

PAYMENT TERMS

When policies are billed directly by a carrier, clients may contact us for assistance, however, McGriff is not permitted to notify clients of late payments or pending cancellation. Premium paid to carriers must be received by the carrier on or before the due date. When policies are directly billed by McGriff:

- Invoices are due on the effective date or transaction date, whichever is later
- Payments should be made from invoice as no statement will be issued.
- Payments must be received no later than the 28th day after the due date to avoid cancellation.

CONFIDENTIALITY STATEMENT

Confidentiality of Client Information is critically important to McGriff. All client information provided to McGriff will be shared only to the extent needed within our firm and with the appropriate insurance carriers, wholesale brokers and intermediaries. No information will be divulged to any other source without our clients prior written consent, except as required by law.
Furthermore, all information provided by McGriff is considered proprietary information and should not be shared with anyone without our prior written consent.

CLIENT REFERENCES

As another way to further protect the confidentiality of our clients' information, references will be provided to you on request.

MCGRIFF COMPENSATION STATEMENT

Our principal remuneration for the placement and service of your insurance policy(ies) will be by commission (a proportion of the premium paid that is allowed to us by the insurance company(ies)) and/or a mutually agreed fee.
You should be aware that we may receive additional income from the following sources:

- Interest or Investment Income earned on insurance premiums.
- Expense Allowances or Reimbursements from insurance companies and other vendors for (a) educational and professional development programs; (b) managing and administering certain binding authorities and other similar facilities, including claims which may arise; and (c) attendance at insurance company meetings and events; all of which we believe enable us to provide more efficient service and competitive terms to those clients for whom we consider the use of such facilities appropriate.
- Tier II Commission is exclusive to the placement of employee benefits insurance and is based on premium volume of new business and/or premium retention.
- Contingent Commission may be based on profitability, premium volume, premium retention, and/or growth. If any part of your account is on a fee basis, we will not accept contingent commissions related to your account.
- Administrative and Services Fees may be paid for limited services we provide to the insurance company as part of the placement process for insurance policies placed with a particular company, including but not limited to premium billing, collection, remittance and credit control, policy document compilation, and record retention or for consulting and data analytic services.

If you have questions or desire additional information about remuneration and other income, please contact your Agent who will put you in touch with our Chief Risk Manager for assistance. If any part of your insurance program is placed through any Truist-owned companies (including retail insurance brokers McGriff Insurance Services, Inc. and McGriff, Seibels & Williams, Inc.; wholesale insurance brokers CRC Insurance Services, Inc. and Crump Life Insurance Services, Inc.; managing general underwriter AmRisc, LLC; insurance premium finance companies Prime Rate Premium Finance Corporation, Inc., AFCO Credit Corporation, AFCO Acceptance Corporation, CAFO Holdings Company, and CAFO Inc.; or affiliates; or MBT, Ltd.) disclosure of that income will also be included.

The following constitutes McGriff's disclosure of direct and indirect compensation the Company will receive or reasonably expects to receive for the period of **November 1, 2022 through October 31, 2023** in connection with the below referenced services it provides to **the Town of Little Elm** (the "Client" or "you"), and as outlined in your Fee Agreement, Employee Benefits Broker Service Agreement or other arrangement/contract for services with McGriff:

- Services as outlined in your Fee Agreement or employee Benefits Broker Service Agreement, including but not limited to the following: Providing placement and service of your Employee Benefit Programs.

The Fee Agreement and Employee Benefits Broker Service Agreement between the Company and the Client are hereby incorporated by reference.The Company does not provide the above-referenced services to the Client in the capacity as a plan fiduciary under ERISA.

TERMINATION COMPENSATION

The Company will not receive any special compensation in connection with the termination of the services described in this disclosure.

THIRD PARTY REFERRAL DISCLAIMER

From time to time, McGriff may share opinions or content regarding third parties, or make referrals to third party products and services ("Third Party Services"). Any Third Party Services, or links to third party sites shared or posted on McGriff website or social media sites do not constitute an endorsement of any individual, organization, service, or product by McGriff, nor does such activity indicate an affiliation with or sponsorship of the third party by McGriff. Any third party claims regarding their products or services contained in their written materials or on the third party websites are those of the respective authors and do not reflect the affirmation, concurrence or agreement, of McGriff, its employees, directors, officers, parents, or affiliates that those claims are accurate. MCGRIFF IS NOT LIABLE FOR ANY THIRD PARTY SERVICES OR THE STORAGE OR BREACH OF YOUR CONFIDENTIAL INFORMATION RELATED TO SUCH THIRD PARTY SERVICES. WE ARE NOT RESPONSIBLE
FOR AND DO NOT OFFER ANY WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, RELIABILITY OR ANY OTHER ASPECTS OF PRODUCTS OR SERVICES FROM THIRD PARTIES. YOU RELEASE US FROM ANY DAMAGES THAT YOU INCUR, AND AGREE NOT TO ASSERT ANY CLAIMS AGAINST US ARISING FROM YOUR USE OF PRODUCTS OR SERVICES FROM THIRD PARTIES.

PROVIDER SECURITY STANDARDS

McGriff The following is a brief summary of the measures that we have taken as your agent/broker to review and objectively report to you the financial security of your insuring companies. Information is included from A.M. Best Company, our primary security rating source, and the internal policies and standards, which we have established to address this important issue for our clients.

Market Security Review McGriff has established and continues to maintain an internal "Market Security Review Group" composed of senior management representatives from the Finance, Marketing, Wholesale, and Administrative Divisions of the company. This Group's purpose is to develop and implement a policy, procedure, and standard for the review of financial security of all insurers, intermediaries, and associations used by McGriff. This Group meets periodically to review the current listing of all companies, intermediaries, and associations that are actively used by McGriff. It will also act on any pending requests received from an agency to have new providers activated, and to inactivate any providers that do not meet current McGriff standards.

Provider Classifications

Approved Provider A.M. Best Secured Rating with a minimum rating of A-, Demotech Financial Stability Rating of A, Exceptional or ALIRT score of 35 with five (5) or fewer flags. For foreign insurers whose rating is not tracked by A.M. Best, other internationally recognized rating organizations will be used.

Exception Provider Any provider whose Best's rating is below A-. The A.M. Best's rating of an exception provider will be included on all McGriff proposals delivered to clients or prospects. In addition, these providers which have been reviewed by the Market Security Review Group and the client may be considered an exception security based on other factors. The client may be required to sign a form of disclaimer or acknowledgement of receipt of this information.

Prohibited Provider All other providers not mentioned in one of the paragraphs above. These providers will not be set up for active use in the McGriff agency management system(s) at any time, for any reason.

History A.M. Best Company was incorporated in 1899 as the first rating agency in the world to offer reliable information on the financial condition of U.S. insurance companies. The Best's Rating Guide was first published in 1900, and has since become a cornerstone of the security review process by continuously evaluating the financial integrity of over 4,100 insurance companies. In 1984, the first edition of the Best's International Rating Guide was published, reporting on the claims-paying ability of over 950 international insurers. The information used by Best's to rate insurance carriers is provided by the companies themselves as a part of their normal filings with the National Association of Insurance Commissioners, those states in which the company is licensed, the SEC and/or with its shareholders. Rating reviews are performed annually on each insurance company and on an interim basis as conditions dictate.

Best's Rating System The Best's rating system is designed to evaluate a wide range of objective and subjective factors that affect the overall performance of an insurance company (not applicable to associations or intermediaries). These factors deal with the company's financial strength, its operational performance, and its ability to meet its financial obligations to policyholders, as follows: • Profitability • Spread of Risk • Quality of Reinsurance Program • Leverage/Capitalization • Quality and Diversification of Assets • Liquidity • Adequacy of Policy Loss Reserves • Adequacy of Policyholder's Surplus • Capital Structure • Management Experience and Objectives

A.M. Best's Ratings Assigned to insurers which meet Best's standards for the quantitative and qualitative analysis of the company's financial condition and operating performance. For further information, see the Best's Guide to Ratings - www.ambest.com

Non-Admitted Carriers An insurance company not licensed to do business in a given state. These insurers are not subject to the financial solvency and enforcement regulations that are required for admitted carriers. These insurers do not participate in any of the insurance guarantee funds. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.

Financial Size Categories I

I	Under $1,000,000	VIII	100,000,000 – 250,000,000
II	1,000,000 - 2,000,000	IX	250,000,000 – 500,000,000
III	2,000,000 – 5,000,000	X	500,000,000 – 750,000,000
IV	5,000,000 – 10,000,000	XI	750,000,000 – 1,000,000,000
V	10,000,000 – 25,000,000	XII	1,000,000,000 – 1,250,000,000
VI	25,000,000 - 50,000,000	XIII	1,250,000,000 – 1,500,000,000
VII	50,000,000 – 100,000,000	XIV	1,500,000,000 – 2,000,000,000
		XV	Over 2,000,000,000

Source: *Best's Key Rating Guide – 2016 Edition*

Date:	09/06/2022
Agenda Item #:	6. C.
Department:	Finance
Strategic Goal:	Ensure excellence in public services while keeping up with the growth in the community
Staff Contact:	Chad Hyde, Director of Community Services

AGENDA ITEM:

Consider Action to Amend an **Existing Annual Contract for Mowing and Maintenance of Town Facilities, Right of Ways (ROW), Medians, and other Town Properties with Haven Landscaping and Irrigation, Inc., for an Estimated Annual Expenditure of $500,000.**

DESCRIPTION:

Bid 2016-47 for Mowing and Landscape Maintenance of Town facilities, right of ways, and medians was awarded by Town Council on March 15, 2016, and has been renewed through August 31, 2022. This contract provides unit pricing for mowing and maintenance services.

Due to the volatility of market fuel prices, Staff is recommending to amend the existing agreement for an expiration of December 31, 2023, with updated unit pricing to reflect new facilities added since the start of the agreement. This amendment includes up to three annual renewals. Prior to expiration of the new term, Staff will determine if the market has stabilized enough to re-bid or renew for an additional twelve-month period.

BUDGET IMPACT:

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

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Amendment

DocuSign Envelope ID: A4F103B1-5D73-4FED-9CFF-1537D087A2E5

Purchasing
100 West Eldorado Parkway
Little Elm, TX 75068
Phone: 214-975-0411
Fax: 972-377-5540

August 15, 2022

Haven Landscaping and Irrigation, Inc.
Attn: Rocky Freeman
4910 Pure Country Lane
Aubrey, TX 76227

Ref: Bid 2016- 47 – Mowing and Landscape Services

The Town of Little Elm would like to amend the above annual agreement with your firm, with updated pricing and locations as displayed within Exhibit A, attached.

The amended contract period will expire December 31, 2023. All pricing is to remain firm during the term unless mutually agreed by both parties.

This agreement may be renewed for up to three (3) additional one-year terms on an annual basis.

All other terms and conditions of the contract shall apply. If your firm is in agreement, please sign and return this letter to my attention. We look forward to future business with your firm.

Regards,

Rebecca Hunter, CPPB
Purchasing Manager
Town of Little Elm

Agreed:

DocuSigned by:
Rocky Freeman
192055A5024D499...

Rocky Freeman
Haven Landscaping and Irrigation, Inc.

DocuSign Envelope ID: A4F103B1-5D73-4FED-9CFF-1537D087A2E5

EXHIBIT A

Site / Map #	Description	Weekly	Monthly	Annually
1	Well Site 2800 W. Eldorado Parkway	$ 49.06	$ 212.59	$ 2,551.12
2	ROW (W. Eldorado east side - Sunrise Bay to Oak Grove Parkway	$ 327.11	$ 1,417.48	$ 17,009.72
3	Medians (W Eldorado - Oak Grove Parkway to Boat Ramp	$ 121.03	$ 524.47	$ 6,293.56
3	ROW (mow strip across from Highland Drive and mow strip across from Hillcrest Drive)	$ 66.29	$ 287.26	$ 3,447.08
4	Lift Station (1141 Shell Beach)	$ 12.43	$ 53.86	$ 646.36
5	Medians & ROW (Lobo Lane)	$ 258.42	$ 1,119.82	$ 13,437.84
6	Lift Station (350 Hardwicke Lane)	$ 12.43	$ 53.86	$ 646.36
7a	Town Hall (A) (100 W Eldorado Parkway	$ 218.08	$ 945.01	$ 11,340.16
7b	Town Hall (B) (100 W Eldorado Parkway - yellow lot behind Town Hall	$ 66.29	$ 287.26	$ 3,447.08
8	Community Center (101 Hardwicke Lane)	$ 37.02	$ 160.42	$ 1,925.04
9	Lift Station (104A E. Eldorado Parkway	$ 53.68	$ 232.61	$ 2,791.36
10	Senior Center / The Rec / The Cove	$ 636.56	$ 2,758.43	$ 33,101.16
11	Lakeshore ROW, Black Circle Lot and Lakeshore parking Lot	$ 195.75	$ 848.25	$ 10,179.00
12	Lift Station (Lakewood 199 Meadow/Bend Tri)	$ 12.43	$ 53.86	$ 646.36
13	Lift Station (1409 Lakeshore)	$ 9.07	$ 39.30	$ 471.64
14a	Public Works / Waste Water outside facility wall	$ 223.97	$ 970.54	$ 11,646.44
14b	Public Works/Waste Water inside facility wall	$ 284.54	$ 1,233.01	$ 14,796.08
15	Medians (Witt Road - Olivia Lane to King Road)	$ 181.55	$ 786.72	$ 9,440.60
16	Medians (King Road - West of Witt Road to FM 423	$ 189.50	$ 823.12	$ 9,877.40
17	Medians and ROW (Witt Road - Eldorado Parkway to Olivia Lane)	$ 105.16	$ 455.69	$ 5,468.32
18	Fire Station 2 (2301 Walker Lane)	$ 145.24	$ 629.37	$ 7,552.48
19	Medians (Eldorado Parkway - Witt Road to FM 423)	$ 9.81	$ 42.51	$ 510.12
20	Area behind Goody Goody Liquors	$ 95.34	$ 413.14	$ 4,957.68
21a	Pump Station (Mansell Outside)	$ 92.50	$ 400.83	$ 4,809.96
21b	Pump Station (Mansell - inside walls)	$ 95.34	$ 413.14	$ 4,957.68
22	ROW (FM 423 and Big Leaf Drive)	$ 327.11	$ 1,417.48	$ 17,009.72
23	Medians(City of Frisco) and ROW (Eldorado Parkway - FM 423 to Red Spruce Drive)	$ 92.50	$ 400.83	$ 4,809.96
24	Water Tower (FM 423)	$ 51.46	$ 222.99	$ 2,675.92
25	Medians and ROW (Hart Road)	$ 392.54	$ 1,701.01	$ 20,412.08
26	Medians (Walker Lane - Hart Road to Eldorado Parkway)	$ 755.31	$ 3,273.01	$ 39,276.12
28	Water Tower (Walker Lane and Sunbonnet Drive)	$ 53.68	$ 232.61	$ 2,791.36
29	Lift Station (804 E. Eldorado Parkway)	$ 12.43	$ 53.86	$ 646.36
30	ROW (Main Street to Lakefront Drive)	$ 255.27	$ 1,106.17	$ 13,274.04
31	Medians & Water Tower (Little Elm Parkway)	$ 66.10	$ 286.43	$ 3,437.20
32	Medians (FM 423 - King Road to Woodlake Parkway...Eldorado)	$ 327.11	$ 1,417.48	$ 17,009.72
33	Area at West Corner Hill Lane and Oak Grove Parkway and Hilltown Lot	$ 54.99	$ 238.33	$ 2,859.96
34	Lift Station (at Bus Barn)	$ 10.32	$ 44.72	$ 536.64
35	Peach Creek Lots (north side) and Eldorado / Peach Creek ROW south side	$ 54.99	$ 238.33	$ 2,859.96
36	Lift Station (208 Lakeview Drive)	$ 12.43	$ 53.86	$ 646.36
37	Area starting at Hardwicke Lane (Behind Hurtado) to Beard Park	$ 405.62	$ 1,757.69	$ 21,092.28
38	Medians (Navo Road north of Fire Station 3)	$ 65.42	$ 283.49	$ 3,401.84
39	Fire Station 3 (1801 Navo Road)	$ 129.54	$ 561.34	$ 6,736.08
40	McCord Trail/Kings Crossing Trail	$ 411.62	$ 1,783.69	$ 21,404.24
41	Lift Station (Valencia)	$ 10.32	$ 44.72	$ 536.64
42	Medians (Doe Creek and 380)	$ 66.10	$ 286.43	$ 3,437.20
43	Medians (South end of Oak Grove Parkway) Combine with 44	$ 62.80	$ 272.15	$ 3,265.86
44	Medians (North end of Oak Grove Parkway) Combine with 43	$ 62.80	$ 272.15	$ 3,265.86
45	Well Site (Old 24, West of Kayewood)	$ 49.06	$ 212.59	$ 2,551.12
46	Medians (W. Eldorado Parkway - Boat Ramp to Main Street) Combine with 47, 48, 3	$ 121.03	$ 524.47	$ 6,293.56
47a	Medians (Eldorado Parkway - Witt Road to FM 423) Combine with 46, 48, 3	$ 121.03	$ 524.47	$ 6,293.56
47b	Sidewalks (north side of Eldorado from Clearwater Circle to Lake Trail Drive)	$ 65.42	$ 283.49	$ 3,401.84
48a	Medians (E. Eldorado Parkway - Wynfield Drive to Witt Road) Combine with 46, 47, 3	$ 121.03	$ 524.47	$ 6,293.56
48b	ROW (south side of Eldorado Parkway at Wynfield Drive)	$ 65.42	$ 283.49	$ 3,401.84
49	Lift Station (1804A W. Eldorado Parkway	$ 12.43	$ 53.86	$ 646.36
50	Grass Area and Trails (Witt Road, north of Veterans Bridge) combined with 15	$ 181.55	$ 786.72	$ 9,440.60
51	Medians (FM 423 - Woodlake Parkway to Logan Springs) (Fm423 Eldorado Parkway to Little Ranch Road)	$ 466.69	$ 2,022.32	$ 24,267.88
51 ALT	After TXDOT Completion - Medians (FM 423 - Woodlake Parkway to Logan Springs) (Fm423 Eldorado Parkway to Little Ranch Road)	$ 1,050.00	$ 4,550.00	$ 54,600.00
52	Lot (318 E. Park)	$ 27.50	$ 119.17	$ 1,430.00
53	Medians (Navo Road south of 380)	$ 65.42	$ 283.49	$ 3,401.84
54	Well Site (Cottonwood Sports Complex, 900 Lobo Lane)	$ 12.43	$ 53.86	$ 646.36
55	ROW (West Corner at Doe Creek & Rockhill)	$ 26.84	$ 116.31	$ 1,395.72
56a	Lakefront Area (56a)	$ 189.95	$ 823.12	$ 9,877.40
56b	Tinman Social (56b)	$ 287.50	$ 1,150.00	$ 13,800.00
Totals		**$ 8,992.36**	**$ 38,873.15**	**$ 466,477.64**

Date:	09/06/2022
Agenda Item #:	6. D.
Department:	Economic Development Corporation
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Present, Discuss, and Consider Action to Approve the **Seventh (7th) Amendment to the Valencia on the Lake Pre-Annexation Agreement, Development Agreement, Public Improvement District Agreement and Tax Increment Reinvestment Zone Agreement.**

DESCRIPTION:

Valencia on the Lake, L.P and the Town of Little Elm, Texas now wish to enter into this, Seventh (7th) Amendment to amend the Agreement to increase the maximum amount of PID Bonds to **$65,000,000.00.**

BUDGET IMPACT:

Amendments to the Agreement as it relates to Budget Impact are as follows:

1. To accomplish the high quality development of the Property envisioned by the Parties and to provide financing for the Public Improvements, it will be necessary for the Town to create one or more Public Improvement Districts and a Tax Reinvestment Zone.
2. The Owner and the Town estimate that the cost of the Public Improvements will be approximately $65,000,000.00, which represents the maximum amount to be financed with the proceeds from the PID Bonds.
3. The Town intends to use reasonable efforts to issue PID Bonds periodically up to a maximum principal amount of $65,000,000.00 to finance the Public Improvements in accordance with the Service Assessment Plan.
4. **PID Bond Issuance**: The Town intends to issue PID Bonds solely for the purpose of financing the costs of the Public Improvements and related costs (including Administrative Costs) and paying issuance costs and the costs of funding all reserves, accounts, and funds required by the Bond Ordinances (including capitalized interest account, a debt service reserve fund and the Construction Fund.) The Town and the Owner have determined and hereby agree that the estimated maximum aggregate principal amount of the PID Bonds will be $65,000,000.00. The Town staff will, from time to time, submit to the Town Council agenda items to issue PID Bonds in an amount up to, but not to exceed, the estimated maximum aggregate principal Bond amount of $65,000,000.00 with up to a 35-year maturity for each series of PID Bonds. Notwithstanding the foregoing, the Town's obligation to issue PID Bonds is subject to

the Town's review and approval of the Bond Security, and confirmation that the assessments are reasonable relative to the market as determined by Town Council."

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

7th Amendment Valencia Pre-Annexation, Development, PID and TIRZ Agreement

SEVENTH AMENDMENT TO THE VALENCIA ON THE LAKE PRE-ANNEXATION AGREEMENT, DEVELOPMENT AGREEMENT, PUBLIC IMPROVEMENT DISTRICT AGREEMENT AND TAX INCREMENT REINVESTMENT ZONE AGREEMENT

This Seventh Amendment (this "Seventh Amendment") to the **Valencia on the Lake Pre-Annexation Agreement, Development Agreement, Public Improvement District Agreement and Tax Increment Reinvestment Zone Agreement** is made by and between Valencia on the Lake, L.P. ("Owner") and the Town of Little Elm, Texas (the "Town"), to be effective August 16, 2022. The Town and Owner may be together referred to herein as the "Parties." Capitalized terms not defined herein shall have the respective meanings given to them in the Agreement.

RECITALS

WHEREAS, on November 5, 2013, the governing body (the "Town Council") of the Town adopted and approved the Valencia on the Lake Pre-Annexation Agreement, Development Agreement, Public Improvement District Agreement and Tax Increment Reinvestment Zone Agreement (the "Agreement"); and

WHEREAS, on September 16, 2014, the Town and Owner amended the Agreement by executing the First Amendment to the Agreement ("First Amendment"), which revised certain setback regulations contained in the PD Standards relating to Lots with a minimum width of forty feet (40"); and

WHEREAS, on June 2, 2015, the Town and Owner amended the Agreement by executing the Second Amendment to the Agreement ("Second Amendment"), which revised and supplemented certain trail construction obligations and revised certain development standards contained in the Agreement, as amended by the First Amendment; and

WHEREAS, on February 16, 2016, the Town and Owner amended the Agreement by executing the Third Amendment to the Agreement ("Third Amendment"), which revised the garage standards in the PD standards relating to Lots with a minimum width of eighty feet (80') to make such standards identical to those relating to Lots with a minimum width of sixty feet (60'), as such development standards were contained in the Agreement, as amended by the First Amendment and the Second Amendment; and

WHEREAS, on August 2, 2016, the Town and Owner amended the Agreement by executing the Fourth Amendment to the Agreement ("Fourth Amendment"), which (1) revised the PD standards relating to certain Lots by revising certain Lot sizes and Lot counts, (2) updated the Trail Exhibit and revised the trail obligations, (3) required the construction of an amenity center pursuant to certain articulated standards, (4) required certain additional development standards related to trees, irrigation systems, and garage door and front door construction materials, as amended by the First Amendment, the Second Amendment, and the Third Amendment; and

WHEREAS, on September 5, 2017, the Town and Owner amended the Agreement by executing the Fifth Amendment to the Agreement ("Fifth Amendment"), which (1) revised the

payment requirements due to the Town in relation to the construction of the Amenity Center, and (2) addressed the timing of the construction and completion of the Amenity Center; and

WHEREAS, on or about January 26, 2021, the Town and Owner amended the Agreement by executing the Sixth Amendment to the Agreement ("Sixth Amendment"), which reflected the new Phase 4 Lot mix and anticipated amendment to the development standards; and anticipated revision of the covenants, conditions, and restrictions; the construction Rockhill Parkway, including the 8' sidewalk along Rockhill Parkway; the location of certain parks; the term of the Agreement; the timing of the second water line; and adding a phasing exhibit for infrastructure; and

WHEREAS, the Parties now wish to enter into this Seventh Amendment to amend the Agreement to increase the maximum amount of PID Bonds to $65,000,000.00.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Seventh Amendment, and for good and valuable consideration the receipt and adequacy of which are acknowledged and agreed.

Through this Seventh Amendment, the Parties agree the below specified portions of the Agreement are amended as follows:

1. The 6th "whereas" clause on page 2 is hereby replaced in its entity with the following:

   "WHEREAS, to accomplish the high quality development of the Property envisioned by the Parties and to provide financing for the Public Improvements, it will be necessary for the Town to create one or more Public Improvement Districts (whether one or more, "PID") and a Tax Increment Reinvestment Zone ("TIRZ") for the Property; and"

2. The 9th "whereas" clause on page 2 is hereby replaced in its entity with the following:

   "WHEREAS, the Owner and the Town estimate that the cost of the Public Improvements will be approximately $65,000,000.00, which represents the maximum amount to be financed with the proceeds from the PID Bonds; and"

3. The 11th "whereas" clause on page 2 is hereby replaced in its entirety with the following:

   "WHEREAS, the Town, subject to the consent and approval of the Town Council, and in accordance with the terms of this Agreement and all legal requirements, intends, to the extent it has not prior to the effective date of this Agreement, to: (i) consider and act upon the creation of the PID encompassing the Property, in accordance with the PID Act; (ii) adopt the Service and Assessment Plan; (iii) adopt the Infrastructure Assessment Ordinance (to pay for the estimated cost of the Public Improvements shown on Exhibit C and the costs associated with the administration of the PID and the issuance of the PID Bonds, not to exceed the Infrastructure Assessment); (iv) adopt the Services Assessment Ordinance; and (v) issue, in multiple series, up to $65,000,000.00 in the principal amount of PID Bonds for the purpose of financing the cost of the Public Improvements and paying associated costs as described herein; and"

4. The 1st "whereas" clause on page 3 is hereby replaced in its entirety with the following:

"WHEREAS, the Town intends to use reasonable efforts to issue PID Bonds periodically up to a maximum principal amount of $65,000,000.00 to finance the Public Improvements in accordance with the Service and Assessment Plan; and"

5. Article II – Definitions, "PID" is hereby replaced with the following:

"PID means any public improvement district created by the Town encompassing all or any portion of the Property."

6. Article II – Definitions, "Service and Assessment Plan" is hereby replaced with the following:

"Service and Assessment Plan(s) means the PID's service and assessment plan to be adopted by the Town Council for the purpose of assessing allocated costs against property located within the boundaries of the PID having terms, provisions and findings approved and agreed to by the Owner and Town, as required by this Agreement."

7. Section 7.1 is hereby replaced in its entirety with the revised Section 7.1 below.

"7.1 Creation. The Valencia Public Improvement District was created, after a public hearing, on September 17, 2013. The Town expects to create the Valencia Public Improvement District No. 2 on August 16, 2022."

8. Section 7.2 is hereby replaced in its entirety with the revised Section 7.2 below.

"7.2 Levy of Assessments. Concurrently with Town Council approval of creation of PID, the Owner, the Town and the Assessment Company will prepare and approve the Service and Assessment Plan providing for the levy of the Infrastructure Assessments on the Property. The Service and Assessment Plan will provide that the Town will levy and collect the Services Assessments on an annual basis, beginning on or before the first anniversary of the authorization of the first Bond Issue. The Town agrees that the cost of the Services Assessment levied against the Property will be equitably allocated such that owners or residents of the Property are not bearing a disproportionate burden of the costs of such services. Promptly following preparation and approval of a Service and Assessment Plan acceptable to the Owner and the Town and subject to Town Council making findings that the Public Improvements confer a special benefit on the Property, the Town Council shall consider an Infrastructure Assessment Ordinance. On or before the anniversary of the authorization of the first Bond Issue, the Town Council shall consider a Services Assessment Ordinance. The Town shall use best efforts to initiate and approve all necessary documents and ordinances required to effectuate this Agreement, to create the PID, and to levy the Infrastructure Assessments prior to, and as a condition precedent to, annexation of the Property. Nothing contained in this Agreement, however, shall be construed as creating a contractual obligation that controls, waives, or supplants the Town Council's legislative discretion."

9. Section 9.1 is hereby replaced in its entirety with the revised Section 9.1 below.

"9.1 PID Bond Issuance. The Town intends to issue PID Bonds solely for the purpose of financing the costs of the Public Improvements and related costs (including Administrative Costs) and paying issuance costs and the costs of funding all reserves, accounts, and funds required by the Bond Ordinances (including capitalized interest account, a debt service reserve fund and the Construction Fund.) The Town and the Owner have determined and hereby agree that the estimated maximum aggregate principal amount of the PID Bonds will be $65,000,000.00. The Town staff will, from time to time, submit to the Town Council agenda items to issue PID Bonds in an amount up to, but not to exceed, the estimated maximum aggregate principal Bond amount of $65,000,000.00 with up to a 35-year maturity for each series of PID Bonds. The first PID Bond issue shall be submitted to the Town prior to the annexation of the property into the Town Limits. Notwithstanding the foregoing, the Town's obligation to issue PID Bonds is subject to the Town's review and approval of the Bond Security, and confirmation that the assessments are reasonable relative to the market as determined by Town Council."

10. Except as modified by this Seventh Amendment, the terms and conditions of the Agreement shall remain in force and effect.

11. The Town represents and warrants that this Seventh Amendment has been duly adopted by official action of the Town council 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 Seventh Amendment on behalf of the Town has been duly authorized to do so. The Owner represents and warrants that this Seventh Amendment has been approved by the appropriate action of the Owner, and that the individual executing this Seventh Amendment on behalf of the owner has been duly authorized to do so.

12. This Seventh Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

13. Nothing in this Seventh Amendment is intended to constitute a delegation or contracting away of the governmental authority of the Town to zone, or to determine appropriate zoning, and the Town reserves the right, at all times, to control the zoning process for all property that is impacted by this Seventh Amendment, if any.

14. 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 Seventh Amendment is a contract for goods or services, will not boycott Israel during the term of this Seventh Amendment. 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.

15. 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.

16. To the extent this Seventh Amendment 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 Seventh Amendment. 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.

17. To the extent this Seventh Amendment 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.

18. Form 1295. Submitted herewith is a completed Form 1295 in connection with the Owner's participation in the execution of this Seventh Amendment generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The Town hereby confirms receipt of the Form 1295 from the Owner, and the Town agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Owner and the Town understand and agree that, with the exception of information identifying the Town and the contract identification number, neither the Town nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Owner; and, neither the Town nor its consultants have verified such information.

[*Signature Pages Follow*]

Executed by Owner and Town to be effective on _____, 2022.

TOWN OF LITTLE ELM, TEXAS

_____
Name: Curtis J. Cornelious
Title: Mayor

ATTEST:

_____
Name: Caitlan Biggs
Title: Director of Administrative Services / Town Secretary

APPROVED AS TO FORM:

_____
Robert F. Brown, Town Attorney

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the ___ day of _____ 2022 by Curtis J. Cornelious, the Mayor of the Town of Little Elm, Texas on behalf of the Town.

_____
Notary Public, State of Texas

Valencia on the Lake, L.P.,
a Texas limited partnership

By: Valencia on the Lake GP, LLC,
a Texas limited liability company
Its General Partner

By: _____
Name: Mehrdad Moayedi
Its: Manager

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2022 by Mehrdad Moayedi, Manager of Valencia on the Lake GP, LLC, as General Partner of Valencia on the Lake, L.P., a Texas limited partnership, on behalf of said partnership.

_____
Notary Public, State of Texas

Date:	09/06/2022
Agenda Item #:	6. E.
Department:	Finance
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

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

DESCRIPTION:

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

The initial term of this Agreement shall be for a period of one year commencing October 1, 2022, and ending September 30, 2023. Following the initial term, this Agreement shall automatically renew for subsequent one-year terms, unless written notice of termination is provided by each respective parties.

BUDGET IMPACT:

The Town agrees to pay County for the receipting, bookkeeping, issuing, and mailing of assessment statements. During the initial term of this Agreement, the fee for this service will be $1.00 per statement. The cost of this service has been budgeted in the 2023 budget.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Spiritas East PID ILA Denton Co Tax Office

THE STATE OF TEXAS §

COUNTY OF DENTON §

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

INTERLOCAL COOPERATION AGREEMENT –ASSESSMENTS COLLECTION

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

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

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

SPIRITAS EAST

PUBLIC IMPROVEMENT DISTRICT # 67, hereinafter referred to as **DISTRICT**, and has levied special assessments on properties within the boundaries of the **CITY/TOWN**, and

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

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

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

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

I.

The effective date of this Agreement shall be October 1, 2022. The initial term of this Agreement shall be for a period of one year commencing October 1, 2022 and ending September 30, 2023. Following the initial term, this Agreement shall automatically renew for subsequent one-year terms, unless written notice of termination is provided by **COUNTY** or **CITY/TOWN** no later than one hundred-eighty (180) days prior to the expiration date of the then-current term of the Agreement. If said notice is provided, this Agreement shall terminate at the end of the then-current term. Each renewal term shall be for property tax rate calculation, billing and collection services for the applicable tax year (the first renewal term will be for tax year 2023, the second renewal terms for tax year 2024, etc.).

II.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III.

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

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

IV.

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

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

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

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

V.

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

VI.

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

VII.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VIII.

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

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

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

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

IX.

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

X.

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

XI.

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

COUNTY:

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

CITY/TOWN:

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

XII.

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

XIII.

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

XIV.

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

Executed in triplicate originals this, _____ day of _____ 20____.

COUNTY

Denton County Texas
110 West Hickory
Denton, Texas 76201

BY:_____
Honorable Andy Eads
County Judge

ATTEST:

BY:_____
Juli Luke
Denton County Clerk

APPROVED FORM AND CONTENT:

_____
Michelle French

Tax Assessor/Collector

CITY/TOWN

TOWN OF LITTLE ELM

BY:_____
Name: CURTIS J. CORNELIOUS
Title: MAYOR

ATTEST:

BY:_____
Name KATE GRAHAM
Title ACTING TOWN SECRETARY

APPROVED AS TO FORM:

_____
Attorney Denton County

Date:	09/06/2022
Agenda Item #:	6. F.
Department:	Development Services
Strategic Goal:	Ensure strong relationship within the community and region
Staff Contact:	Fred Gibbs, Director of Development Services

AGENDA ITEM:

Present, Discuss, and Consider Action on a **Developers Agreement between the Town of Little Elm and MM Little Elm 548, LLC.**

DESCRIPTION:

This agreement is to help facilitate the construction of Ryan Spiritas Parkway within the Spiritias Development. The County has agreed to contribute approximately $2,400,000.00 towards the project. In order for the County to help contribute, we must enter into a Developers Agreement to allow the contribution from the County to the Developer. We will also inspect and track the project as its constructed.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Developers Agreement

RYAN SPIRITAS PARKWAY DEVELOPER PARTICIPATION AGREEMENT

This Ryan Spiritas Parkway Developer Participation Agreement (this "Agreement") is entered into between the **TOWN OF LITTLE ELM, TEXAS**, (the "Town"), and **MM LITTLE ELM 548, LLC**, a Texas limited liability company, (the "Developer") to be effective on September 6, 2022.

SECTION 1
RECITALS

WHEREAS, the Developer is the owner and/or developer of approximately 544.132 acres of real property known as Spiritas Ranch (the "Property") as depicted in Exhibit "A" attached hereto and incorporated herein by this reference for all purposes; and

WHEREAS, the Developer and the Town are sometimes collectively referenced in this Agreement as (the "Parties,") or, each individually, as (the "Party"); and

WHEREAS, the Town is a home rule municipality of the State of Texas located within Denton County (the "County"); and

WHEREAS, the Developer understands and acknowledges that the obligations undertaken under this Agreement benefit the Property; and

WHEREAS, the Developer and the Town mutually desire to enter into this Agreement to provide for design, testing, drainage, right-of-way acquisition, any necessary utility relocation and construction of a new four-lane divided thoroughfare with sidewalks associated with the new FM 2931/Ryan Spiritas Parkway Project, which will extend FM 2931 from FM 720 to US 380, (the "Project"), as depicted in Exhibit "A", located in the Town of Little Elm and Denton County Commissioner Precinct #1 as depicted on Exhibit "A"; and

WHEREAS, the estimated cost of the Project is NINE MILLION SEVEN HUNDRED THIRTY-SIX THOUSAND EIGHT HUNDRED SIX AND NO/100 DOLLARS ($9,736,806.00), and the Town shall contribute an amount which shall not exceed TWO MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS ($2,400,000.00) toward satisfactory completion of the Project; and

WHEREAS, the Developer and the Town value the timely completion of the Project which is an integral part of the County's future road system, and the Parties are undertaking the Project to facilitate safe travel on an improved roadway; and

WHEREAS, the Parties intend that this Agreement is a development agreement as provided for by state law in Section 212.071 *et seq* of the Texas Local Government Code; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

SECTION 2
GENERAL PROVISIONS

A. The Developer agrees to secure a contract for the design, testing, drainage, right-of-way acquisition, any necessary utility relocation and construction which will be required for satisfactory completion of the Project. In addition, the Town will provide all inspections for the Project.

B. The Town agrees that funds received from the County for the Project shall be remitted to the Developer as soon as is practicable in an amount not to exceed TWO MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS ($2,400,000.00). Reimbursements from the County to the Town will be for all approved expenses related to the Project. Funds for reimbursement will not be distributed to the Developer until the Town has received reimbursement from the County.

C. This exchange of in-kind services between the Town and the Developer is deemed adequate consideration for the obligations exchanged by the Parties herein.

D. As the Developer proceeds with completion of the Project, on a monthly basis, the Developer shall submit invoices for reimbursement, to the Town of Little Elm, attention: Kelly Wilson, Chief Financial Officer, 100 West Eldorado Parkway, Little Elm, and Texas 75068. Monthly invoices for reimbursement shall include detail of all work completed for the project, bills paid affidavit, and the Town Engineer's confirmation of completed work, including a segment or portion thereof. Upon satisfactory completion of the Project, the Town and the Developer shall prepare and complete a full audit of the Project. The Developer will provide; transmittal letter, copy of ICA and any amendments, copy of the approved plans, tabulation of bids, copy of the executed construction contract, copies of all executed change orders, certification of payment, affidavit/release of lien, final inspection report with photographs of the completed project, responsible engineer's certification of completion, and certified invoice for final payment.

SECTION 3
MISCELLANEOUS

A. **Compliance with Town Regulations**. The Developer shall construct the Project in accordance with that certain Spiritas Ranch Development Agreement, dated effective February 2, 2021, executed between the Town and the Developer (the "Development Agreement"), all applicable Town ordinances and building/construction codes, whether now existing or arising prior to such construction in the future (the "Town Regulations"). In the event of a conflict between the terms of the Development Agreement and the Town Regulations, the terms of the Development Agreement shall control.

B. **Competitive Bidding**. This Agreement and construction of the Project are anticipated to be exempt from competitive bidding pursuant to Section 252.022(a)(11) of the Texas Local Government Code. In the event that the Project does not meet the parameters for exemption from the competitive bid requirement, then either competitive bidding or alternative delivery methods may be utilized by the Town as allowed by law.

C. **Default/Mediation**. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

D. **Venue**. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Denton County, Texas.

E. **Relationship of Parties**. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership, joint venture, joint enterprise, or other relationship between or among the Parties.

F. **Severability**. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

G. **Cumulative Rights and Remedies**. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter

to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

H. **Exhibits**. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

I. **Surviving Rights**. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination or expiration of this Agreement shall survive termination or expiration.

J. **Applicable Laws**. This Agreement is made subject to the existing provisions of the Charter of the Town of Little Elm, its present rules, regulations, procedures and ordinances, and all applicable laws, rules, and regulations of the State of Texas and the United States.

K. **Authority to Execute**. The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

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

M. **Headings**. The headings and captions used in this Agreement are for the convenience of the Parties only and shall not in any way define, limit or describe the scope or intent of any provisions of this Agreement.

N. **Entire Agreement**. This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other collateral oral or written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.

O. **Notification of Sale or Transfer; Assignment of Agreement**. Developer has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "**Assignee**") that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement, the assigning party will be released from any rights and obligations under this Agreement, effective upon receipt of the assignment by the Town. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall

maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's notice information.

P. **Sovereign Immunity**. The Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

Q. **Exactions/Infrastructure Costs**. Developer has been represented by legal counsel, or has had an opportunity to do so, in the negotiation of this Agreement, and been advised, or has had the opportunity to have legal counsel review this Agreement and advise Developer, regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town in this Agreement are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Developer hereby releases the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

R. **Rough Proportionality**. Developer hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution with respect to infrastructure requirements imposed by this Agreement. Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement, with respect to infrastructure requirements imposed by this Agreement.

S. **Non-Boycott of Israel**. In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this contract on behalf of Developer verifies by Developer's signature on this Agreement that the company does not boycott Israel and will not boycott Israel during the term of this contract.

T. **Form 1295 Certificate.** The Developer agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, the Developer agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics

Commission and provide to the Town, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate.

U. **Undocumented Workers.** The Developer certifies that Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. 1324a(f), Developer shall repay the amount of any public subsidy provided under this Agreement to Developer plus six percent (6.0%) not later than 120th day after the date the Town notifies Developer of this violation.

V. **Prohibition of Contracts with Certain Companies'.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

W. **Verification Against Discrimination of Firearms or Ammunition Industries.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

X. **Verification Against Discrimination Developer Does Not Boycott Energy Companies.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) the Developer will not boycott energy companies during the Term of this Agreement.

[Signature Pages to Follow]

EXECUTED by the Parties on the dates set forth below, to be effective as of the date first written above.

TOWN OF LITTLE ELM, TEXAS

By: _____
Name: Curtis J. Cornelious
Title: Mayor
Date: _____

ATTEST:

By: _____
Name: Caitlin Biggs
Title: Town Secretary
Date: _____

STATE OF TEXAS §
§
COUNTY OF DENTON §

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

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

DEVELOPER:

MM Little Elm 548, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayedi
Its: Manager

Date:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

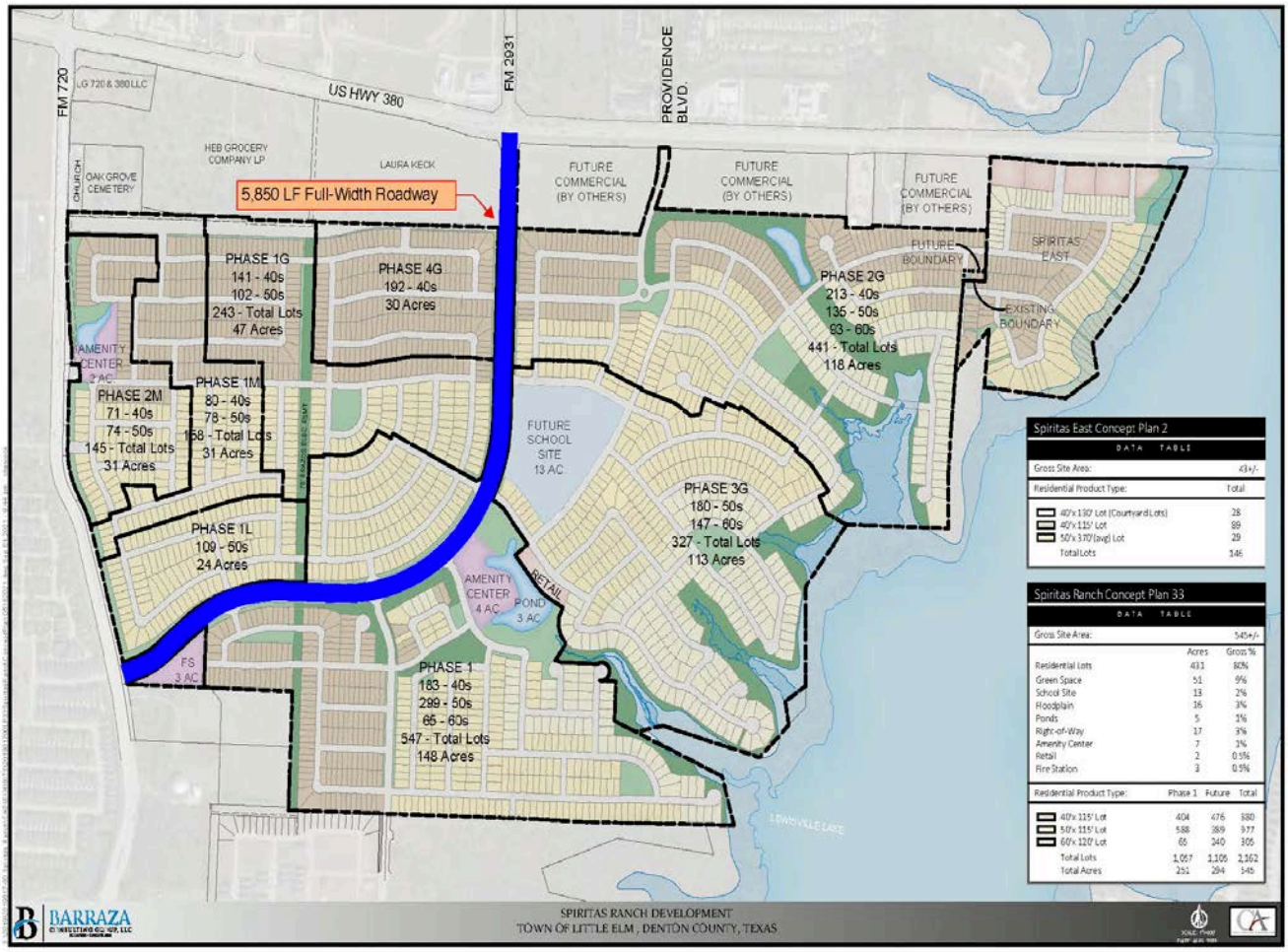
This instrument was acknowledged before me on the _____ day of _____, 2022 by Mehrdad Moayedi, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM Little Elm 548, LLC, a Texas limited liability company on behalf of said company.

[Seal]

By:_____
Notary Public, State of Texas

My Commission Expires:_____

EXHIBIT A


FM 720
US HWY 380
FM 2931
PROVIDENCE BLVD.
LG 720 & 380 LLC
HEB GROCERY COMPANY LP
LAURA KECK
CHURCH
OAK GROVE CEMETERY
5,850 LF Full-Width Roadway
FUTURE COMMERCIAL (BY OTHERS)
FUTURE COMMERCIAL (BY OTHERS)
FUTURE COMMERCIAL (BY OTHERS)
FUTURE BOUNDARY
SPIRITAS EAST
EXISTING BOUNDARY
PHASE 1G
141 - 40s
102 - 50s
243 - Total Lots
47 Acres
PHASE 4G
192 - 40s
30 Acres
PHASE 2G
213 - 40s
135 - 50s
93 - 60s
441 - Total Lots
118 Acres
AMENITY CENTER 2 AC
PHASE 2M
71 - 40s
74 - 50s
145 - Total Lots
31 Acres
PHASE 1M
80 - 40s
78 - 50s
158 - Total Lots
31 Acres
FUTURE SCHOOL SITE 13 AC
PHASE 3G
180 - 50s
147 - 60s
327 - Total Lots
113 Acres
PHASE 1L
109 - 50s
24 Acres
AMENITY CENTER 4 AC
POND 3 AC
RETAIL
FS 3 AC
PHASE 1
183 - 40s
299 - 50s
65 - 60s
547 - Total Lots
148 Acres
Spiritas East Concept Plan 2
DATA TABLE
Gross Site Area: 43+/-
Residential Product Type: Total
40'x 130' Lot (Courtyard Lots) 28
40'x 115' Lot 89
50'x 110'(avg) Lot 29
Total Lots 146
Spiritas Ranch Concept Plan 33
DATA TABLE
Gross Site Area: 545+/-
Acres Gross %
Residential Lots 433 80%
Green Space 51 9%
School Site 13 2%
Floodplain 16 3%
Ponds 5 1%
Right-of-Way 17 3%
Amenity Center 7 1%
Retail 2 0.5%
Fire Station 3 0.5%
Residential Product Type: Phase 1 Future Total
40'x 115' Lot 404 476 880
50'x 115' Lot 588 389 977
60'x 120' Lot 65 240 305
Total Lots 1,057 1,105 2,162
Total Acres 251 294 545
BARRAZA
SPIRITAS RANCH DEVELOPMENT
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

Date:	09/06/2022
Agenda Item #:	6. G.
Department:	Finance
Strategic Goal:	Ensure excellence in public services while keeping up with the growth in the community
Staff Contact:	Joe Florentino, Assistant Town Manager

AGENDA ITEM:

Consider Action to Approve **Three (3) Executive Recruitment Professional Service Agreements with Strategic Government Resources for a Total Estimated Amount of $57,000.**

DESCRIPTION:

The Town wishes to engage with Strategic Government Resources for executive recruitment services for the positions of Assistant Fire Chief, Fire Marshal, and Information Technology (IT) Director. Both the Assistant Fire Chief and Fire Marshal services will include Marketing and Application Management Services, beginning immediately. The IT Director search includes expanded services, including the development of a recruitment plan, marketing, and overall management of the recruitment process activities. This search will begin after October 1, 2022.

Executive search services are considered a Professional Service, which is exempt from competition and satisfies statute LCG 252.022.

BUDGET IMPACT:

Funding will be allocated from salary savings for each position in their respective department budgets.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Contract - Asst. Fire Chief

Contract - Fire Marshal

Contract - IT Director

Agreement for Component Executive Recruitment Services
for ASSISTANT FIRE CHIEF
between

Strategic Government Resources, Inc. ("SGR")
and
Town of Little Elm, Texas ("Organization")

Scope of Services. SGR offers individually priced executive search components to deliver only the specific services you need. All services are rendered remotely. Onsite visits, if desired, are considered a separate component and subject to additional professional fees and travel expenses. Each of the individual components, and the pricing for each, is included below.

- **Marketing and Application Management / $12,150*** *(reflects $1,750 discount)*

  ** Ad placement costs are not included in the Base Price of $12,150. Ad placement costs are estimated to be between $1,750 and $2,500 and shall be added to the total cost of services upon approval from the organization.*

  - *Position Profile Brochure.* SGR utilizes a professional graphic designer and professional writer to produce a position profile brochure based on information and photos provided by the Organization. The brochure is reviewed and revised in partnership with the Organization until Organization agrees that it accurately reflects the community, organization, position, and desired attributes. *Organization agrees to provide photos/graphics and other information (job description, budget documents, links to web pages, etc.) needed to develop position profile brochure. Organization agrees to respond to drafts of documents and reports in a timely manner; failure to do so may extend timelines and can negatively impact the outcome of the process.* There may be additional charges for changes made to the Position Profile Brochure after the brochure has been approved by the Organization and the position has been posted online.
  - *Marketing*. The marketing spans over thirty (30) days to a maximum of forty-five (45) days, as specified by Organization. Within this specified time period, SGR agrees to:
    - custom-made graphic for email and social media marketing
    - announcement in SGR's 10 in 10 e-newsletter on Servant Leadership;
    - featured position on SGR website;
    - featured ad on SGR's Job Board;
    - email blast to SGR's category-specific, opt-in network of subscribers
    - promotion on SGR's social media pages (Facebook, Twitter, LinkedIn & Instagram)
    - evaluation and recommendation for ad placements based on type of position and location; and
    - placements of ads (pass-through cost of ad placements not included).
  - *Application Management*. SGR will receive resumes and cover letters on behalf of Organization through SGR's applicant tracking system, communicate with applicants

throughout the application submittal period, evaluate resumes after the position closes, conduct a virtual briefing with Organization after position closes, send emails to retain or release applicants after the briefing with the Organization, and provide application materials of retained applicants to the Organization.

- ***Organization agrees to refer all prospective applicants to SGR and not to accept applications independently during the recruitment process.***
- ***Organization shall specify how long SGR will accept applications for the position, up to a maximum of 45 days.***
- Within seven (7) business days of application close date, SGR will conduct a virtual briefing with Organization and present candidate evaluations.
- ***Organization agrees to provide SGR with a list of any candidates to be released within two (2) weeks following the briefing with SGR.*** At that time, SGR will release any candidates that will not continue in the process and email the remaining candidates that the Organization will be the primary contact from that point forward. If the Organization does not provide a list of candidates to be released, SGR will email all candidates and notify them that the Organization will be the primary contact from that point forward. SGR will then consider services fulfilled.
- If the Organization is not satisfied with the applicant pool, SGR must be notified within three (3) weeks of triage briefing date, and SGR will then coordinate with Organization to reopen position, for a maximum of 45 days, at no additional charge to Organization (with the exception of reimbursable expenses). After the second posting of position, each additional opening will be charged as a new position for the full amount of $12,150.

- **Stakeholder Survey / $1,000**
  - SGR will provide recommended survey questions within three (3) business days of project initiation. SGR will set up an online survey within one (1) business day after Organization has reviewed and approved the survey questions. Stakeholders can be directed to a web page or invited to take the survey by email. SGR and Organization will agree to the open survey time period, typically ten (10) to thirty (30) days.
  - ***Organization shall be responsible for marketing and promoting the survey to stakeholders.***
  - A written summary of results is provided to Organization within three (3) business days of survey close date. *Survey is not validated statistically.*
- **Questionnaire / $225 per candidate**
  - SGR develops a written exercise customized to the position. SGR distributes questionnaire to candidates, evaluates questionnaires, and holds a virtual briefing with Organization after questionnaires are received.
  - SGR will provide a draft questionnaire to Organization within three (3) business days of request. SGR will send questionnaires to candidates within two (2) business days of Organization's approval of questionnaire. Candidates are typically given one (1) week to complete the questionnaire. SGR will be prepared to hold briefing with Organization within three (3) business days after receiving completed questionnaires from candidates.
- **Online Interviews / $225 per candidate**
  - SGR provides recommended position-specific questions for Organization approval, prompts candidates to complete online interviews, and emails a link to Organization to view the recorded interviews.

- Candidates are typically given five (5) to seven (7) days to complete the interviews. SGR will provide a link with the candidate interviews within two (2) business days after candidates complete the recorded interviews.

- **Comprehensive Media Reports / $750 per candidate**
  - SGR uses a proprietary media search process to go far beyond automated Google/LexisNexis searches. SGR's process is customized to provide a comprehensive media search on each candidate.
  - SGR will provide media report via email within two (2) weeks of receiving completed release form from candidate.
- **Management Style Analysis / $175 per candidate**
  - SGR uses the DiSC Management psychometric assessment to provide detailed insights regarding how a candidate would lead and manage an organization. SGR will also provide a DiSC Management Comparison Report, which presents a side-by-side view of each candidate's preferred management style.
  - Candidates are typically given two (2) to three (3) business days to complete the assessments. The assessment reports will be provided to Organization within two (2) business days of assessment completion by candidates.
- **Background Checks / $400 per candidate**
  - Through SGR's partnership with a licensed private investigations firm, we are able to provide detailed comprehensive background reports.
  - Background check reports include: SSN trace and address verification; credit and financial summaries and credit bureau report (if desired); personal information, address, and employment comparisons; county criminal and civil records search (for last three counties of residence); state criminal records search (for last three states of residence); county wants and warrants; Federal criminal records search; InstaCriminal national search; Global homeland security search; sex offender records search; driving/motor vehicle records; education verification for highest degree obtained; employment verification (if desired); and military verification (if desired).
- **Reference Checks / $225 per candidate**
  - SGR provides the organization a specific list of contacts to request from the candidate, based on the type of position. SGR provides a written (anonymous) summary of reference checks.
- **Supplemental Services / $250 per hour**
  - If the Organization desires any supplemental services not mentioned in this section, an estimate of the cost and hours to be committed will be provided at that time, and no work shall be done without approval. Supplemental services will be billed out at $250 per hour.

Reimbursable Expenses.

- **Ad Placements.** Ad placements are billed at actual cost. No ad placement costs will be incurred without prior approval of Organization.
- **Reproduction Costs.** Reproduction costs are not anticipated or taken into consideration in component search pricing.
- **Shipping.** Shipping charges are billed at actual cost.

- **Travel.** Travel is not anticipated or taken into consideration in component search pricing. If the Recruiter and Organization agree that Recruiter travel is beneficial for the component search, travel time for the recruiter will be paid at a rate of $250 per hour, plus $1,000 per day for each day the recruiter is working onsite, regardless of number of hours worked. Travel expenses will be reimbursed in accordance with SGR's travel policy rates. **Travel will be dependent on COVID restrictions in place at the time and take into consideration and health and safety of team members of both Parties.**

Terms and Conditions.

- **Obligation. This contract provides enabling authority only, and no work will be initiated without the advance authorization of Organization. There is no obligation under this agreement for the Organization to utilize any of these services or any minimum volume of these services.**
- **Termination.** The Organization reserves the right to terminate this agreement at any time upon giving SGR seven days advanced written notice to SGR, Attn: Melissa Valentine, PO Box 1642, Keller, TX 76244 or by email to MelissaValentine@GovernmentResource.com. In such event, SGR will be compensated for all work satisfactorily completed up to and through the date of termination. From and after the effective date of termination, neither party shall have any obligation to the other.
- **Equal Opportunity Commitment.** SGR abides by equal employment opportunity. SGR does not discriminate and will not enter into an engagement with an entity or organization that directs, or expects, that bias should or will be demonstrated on any basis other than those factors that have a bearing on the ability of the candidate to do the job. The Organization agrees that Organization is ultimately responsible for candidate selections and that Organization will not discriminate against any candidate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital status, or any other basis that is prohibited by federal, state, or local law.
- **Fair Credit Reporting Act.** The Organization agrees that if Organization decides not to hire a candidate as a result of their credit history report, Organization agrees to comply with the FCRA with regard to any pre- or post-adverse action notices and requirements.
- **Confidentiality.** The Organization acknowledges that the nature of executive recruitment is such that SGR engages in discussions with prospects who may or may not ultimately become a candidate, and that SGR may utilize its proprietary network of relationships to identify and engage prospective candidates, and that premature release of such proprietary information, including names of applicants and prospective applicants, may be damaging to the prospects and to SGR. Accordingly, the Organization acknowledges and, to the extent provided by law, agrees that all information related to this search is proprietary and remains the property of and under the exclusive control of SGR, regardless of whether such information has been shared with the Organization, including all decisions regarding release of information.
- **Public Information Requests.** The Organization agrees to provide legal opinions to SGR regarding when and if information must be released in accordance with Public Information requests. If the Organization receives an open records request, the Organization shall notify and share the request with SGR in writing as soon as possible but within no more than three (3) business days of receipt. The Organization shall provide sufficient time for SGR to notify and provide advance notice to the impacted individuals prior to the Organization releasing the required information with protected information redacted.

- **Payment.** SGR will invoice for each component option immediately upon completion. This may result in multiple invoices for this contract, depending on how many service options are selected by the Organization. Payment terms are thirty (30) days from date of invoice.

Summary of Pricing. Please initial below to confirm anticipated services.

Service	**Pricing *(excludes reimbursable expenses or add-ons)***	**Initial for Service**
Marketing and Application Management	$12,150 *(reflects $1,750 discount)*	
Stakeholder Survey	$1,000	
Questionnaire	$225 per candidate	
Online Interviews	$225 per candidate	
Comprehensive Media Reports	$750 per candidate	
Management Style Analysis	$175 per candidate	
Background Checks	$400 per candidate	
Reference Checks	$225 per candidate	

Organization Contact for Invoicing:

Name: _____

Position: _____

Email: _____

Phone: _____

Approved and Agreed to, this the _____ day of _____, 2022 by and between

_____

Jeri J. Peters, President of Executive Recruitment
Strategic Government Resources

_____

Town of Little Elm, Texas

Name: _____

Title: _____

Agreement for Component Executive Recruitment Services
for FIRE MARSHAL
between

Strategic Government Resources, Inc. ("SGR")
and
Town of Little Elm, Texas ("Organization")

Scope of Services. SGR offers individually priced executive search components to deliver only the specific services you need. All services are rendered remotely. Onsite visits, if desired, are considered a separate component and subject to additional professional fees and travel expenses. Each of the individual components, and the pricing for each, is included below.

- **Marketing and Application Management / $12,150*** *(reflects $1,750 discount)*

  ** Ad placement costs are not included in the Base Price of $12,150. Ad placement costs are estimated to be between $1,750 and $2,500 and shall be added to the total cost of services upon approval from the organization.*

  - *Position Profile Brochure.* SGR utilizes a professional graphic designer and professional writer to produce a position profile brochure based on information and photos provided by the Organization. The brochure is reviewed and revised in partnership with the Organization until Organization agrees that it accurately reflects the community, organization, position, and desired attributes. *Organization agrees to provide photos/graphics and other information (job description, budget documents, links to web pages, etc.) needed to develop position profile brochure. Organization agrees to respond to drafts of documents and reports in a timely manner; failure to do so may extend timelines and can negatively impact the outcome of the process.* There may be additional charges for changes made to the Position Profile Brochure after the brochure has been approved by the Organization and the position has been posted online.
  - *Marketing*. The marketing spans over thirty (30) days to a maximum of forty-five (45) days, as specified by Organization. Within this specified time period, SGR agrees to:
    - custom-made graphic for email and social media marketing
    - announcement in SGR's 10 in 10 e-newsletter on Servant Leadership;
    - featured position on SGR website;
    - featured ad on SGR's Job Board;
    - email blast to SGR's category-specific, opt-in network of subscribers
    - promotion on SGR's social media pages (Facebook, Twitter, LinkedIn & Instagram)
    - evaluation and recommendation for ad placements based on type of position and location; and
    - placements of ads (pass-through cost of ad placements not included).
  - *Application Management*. SGR will receive resumes and cover letters on behalf of Organization through SGR's applicant tracking system, communicate with applicants

throughout the application submittal period, evaluate resumes after the position closes, conduct a virtual briefing with Organization after position closes, send emails to retain or release applicants after the briefing with the Organization, and provide application materials of retained applicants to the Organization.

- ***Organization agrees to refer all prospective applicants to SGR and not to accept applications independently during the recruitment process.***
- ***Organization shall specify how long SGR will accept applications for the position, up to a maximum of 45 days.***
- Within seven (7) business days of application close date, SGR will conduct a virtual briefing with Organization and present candidate evaluations.
- ***Organization agrees to provide SGR with a list of any candidates to be released within two (2) weeks following the briefing with SGR.*** At that time, SGR will release any candidates that will not continue in the process and email the remaining candidates that the Organization will be the primary contact from that point forward. If the Organization does not provide a list of candidates to be released, SGR will email all candidates and notify them that the Organization will be the primary contact from that point forward. SGR will then consider services fulfilled.
- If the Organization is not satisfied with the applicant pool, SGR must be notified within three (3) weeks of triage briefing date, and SGR will then coordinate with Organization to reopen position, for a maximum of 45 days, at no additional charge to Organization (with the exception of reimbursable expenses). After the second posting of position, each additional opening will be charged as a new position for the full amount of $12,150.

- **Stakeholder Survey / $1,000**
  - SGR will provide recommended survey questions within three (3) business days of project initiation. SGR will set up an online survey within one (1) business day after Organization has reviewed and approved the survey questions. Stakeholders can be directed to a web page or invited to take the survey by email. SGR and Organization will agree to the open survey time period, typically ten (10) to thirty (30) days.
  - ***Organization shall be responsible for marketing and promoting the survey to stakeholders.***
  - A written summary of results is provided to Organization within three (3) business days of survey close date. *Survey is not validated statistically.*
- **Questionnaire / $225 per candidate**
  - SGR develops a written exercise customized to the position. SGR distributes questionnaire to candidates, evaluates questionnaires, and holds a virtual briefing with Organization after questionnaires are received.
  - SGR will provide a draft questionnaire to Organization within three (3) business days of request. SGR will send questionnaires to candidates within two (2) business days of Organization's approval of questionnaire. Candidates are typically given one (1) week to complete the questionnaire. SGR will be prepared to hold briefing with Organization within three (3) business days after receiving completed questionnaires from candidates.
- **Online Interviews / $225 per candidate**
  - SGR provides recommended position-specific questions for Organization approval, prompts candidates to complete online interviews, and emails a link to Organization to view the recorded interviews.

- Candidates are typically given five (5) to seven (7) days to complete the interviews. SGR will provide a link with the candidate interviews within two (2) business days after candidates complete the recorded interviews.

- **Comprehensive Media Reports / $750 per candidate**
  - SGR uses a proprietary media search process to go far beyond automated Google/LexisNexis searches. SGR's process is customized to provide a comprehensive media search on each candidate.
  - SGR will provide media report via email within two (2) weeks of receiving completed release form from candidate.
- **Management Style Analysis / $175 per candidate**
  - SGR uses the DiSC Management psychometric assessment to provide detailed insights regarding how a candidate would lead and manage an organization. SGR will also provide a DiSC Management Comparison Report, which presents a side-by-side view of each candidate's preferred management style.
  - Candidates are typically given two (2) to three (3) business days to complete the assessments. The assessment reports will be provided to Organization within two (2) business days of assessment completion by candidates.
- **Background Checks / $400 per candidate**
  - Through SGR's partnership with a licensed private investigations firm, we are able to provide detailed comprehensive background reports.
  - Background check reports include: SSN trace and address verification; credit and financial summaries and credit bureau report (if desired); personal information, address, and employment comparisons; county criminal and civil records search (for last three counties of residence); state criminal records search (for last three states of residence); county wants and warrants; Federal criminal records search; InstaCriminal national search; Global homeland security search; sex offender records search; driving/motor vehicle records; education verification for highest degree obtained; employment verification (if desired); and military verification (if desired).
- **Reference Checks / $225 per candidate**
  - SGR provides the organization a specific list of contacts to request from the candidate, based on the type of position. SGR provides a written (anonymous) summary of reference checks.
- **Supplemental Services / $250 per hour**
  - If the Organization desires any supplemental services not mentioned in this section, an estimate of the cost and hours to be committed will be provided at that time, and no work shall be done without approval. Supplemental services will be billed out at $250 per hour.

Reimbursable Expenses.

- **Ad Placements.** Ad placements are billed at actual cost. No ad placement costs will be incurred without prior approval of Organization.
- **Reproduction Costs.** Reproduction costs are not anticipated or taken into consideration in component search pricing.
- **Shipping.** Shipping charges are billed at actual cost.

- **Travel.** Travel is not anticipated or taken into consideration in component search pricing. If the Recruiter and Organization agree that Recruiter travel is beneficial for the component search, travel time for the recruiter will be paid at a rate of $250 per hour, plus $1,000 per day for each day the recruiter is working onsite, regardless of number of hours worked. Travel expenses will be reimbursed in accordance with SGR's travel policy rates. **Travel will be dependent on COVID restrictions in place at the time and take into consideration and health and safety of team members of both Parties.**

Terms and Conditions.

- **Obligation. This contract provides enabling authority only, and no work will be initiated without the advance authorization of Organization. There is no obligation under this agreement for the Organization to utilize any of these services or any minimum volume of these services.**
- **Termination.** The Organization reserves the right to terminate this agreement at any time upon giving SGR seven days advanced written notice to SGR, Attn: Melissa Valentine, PO Box 1642, Keller, TX 76244 or by email to MelissaValentine@GovernmentResource.com. In such event, SGR will be compensated for all work satisfactorily completed up to and through the date of termination. From and after the effective date of termination, neither party shall have any obligation to the other.
- **Equal Opportunity Commitment.** SGR abides by equal employment opportunity. SGR does not discriminate and will not enter into an engagement with an entity or organization that directs, or expects, that bias should or will be demonstrated on any basis other than those factors that have a bearing on the ability of the candidate to do the job. The Organization agrees that Organization is ultimately responsible for candidate selections and that Organization will not discriminate against any candidate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital status, or any other basis that is prohibited by federal, state, or local law.
- **Fair Credit Reporting Act.** The Organization agrees that if Organization decides not to hire a candidate as a result of their credit history report, Organization agrees to comply with the FCRA with regard to any pre- or post-adverse action notices and requirements.
- **Confidentiality.** The Organization acknowledges that the nature of executive recruitment is such that SGR engages in discussions with prospects who may or may not ultimately become a candidate, and that SGR may utilize its proprietary network of relationships to identify and engage prospective candidates, and that premature release of such proprietary information, including names of applicants and prospective applicants, may be damaging to the prospects and to SGR. Accordingly, the Organization acknowledges and, to the extent provided by law, agrees that all information related to this search is proprietary and remains the property of and under the exclusive control of SGR, regardless of whether such information has been shared with the Organization, including all decisions regarding release of information.
- **Public Information Requests.** The Organization agrees to provide legal opinions to SGR regarding when and if information must be released in accordance with Public Information requests. If the Organization receives an open records request, the Organization shall notify and share the request with SGR in writing as soon as possible but within no more than three (3) business days of receipt. The Organization shall provide sufficient time for SGR to notify and provide advance notice to the impacted individuals prior to the Organization releasing the required information with protected information redacted.

- **Payment.** SGR will invoice for each component option immediately upon completion. This may result in multiple invoices for this contract, depending on how many service options are selected by the Organization. Payment terms are thirty (30) days from date of invoice.

Summary of Pricing. Please initial below to confirm anticipated services.

Service	**Pricing *(excludes reimbursable expenses or add-ons)***	**Initial for Service**
Marketing and Application Management	$12,150 *(reflects $1,750 discount)*	
Stakeholder Survey	$1,000	
Questionnaire	$225 per candidate	
Online Interviews	$225 per candidate	
Comprehensive Media Reports	$750 per candidate	
Management Style Analysis	$175 per candidate	
Background Checks	$400 per candidate	
Reference Checks	$225 per candidate	

Organization Contact for Invoicing:

Name: _____

Position: _____

Email: _____

Phone: _____

Approved and Agreed to, this the _____ day of _____, 2022 by and between

_____

Jeri J. Peters, President of Executive Recruitment
Strategic Government Resources

_____

Town of Little Elm, Texas

Name: _____

Title: _____

Agreement for Executive Recruitment Services
for IT DIRECTOR
between

Strategic Government Resources, Inc. ("SGR")
and
Town of Little Elm, Texas ("Organization")

Scope of Services:

SGR shall provide all services for recruitment as described in the formal proposal submitted and described in abbreviated form as follows:

- Development recruitment plan and timeline
- Production of a professional position profile brochure
- Advertising and marketing
- Communication with prospects and applicants
- Initial screening and review of applications
- Briefing with search committee to facilitate selection of semifinalists
- Written questionnaires, customized to the position, for up to twelve (12) semifinalists
- Recorded online interviews for up to twelve (12) semifinalists
- Stage 1 Media Searches on up to twelve (12) semifinalists
- Electronic delivery of semifinalist briefing books and online interviews
- Briefing with the search committee to facilitate selection of finalist candidates
- Assistance with development of advanced exercise for finalist candidates, if desired
- Comprehensive Stage 2 Media Reports for up to five (5) finalist candidates
- Comprehensive background investigation reports on up to five (5) finalist candidates
- Comprehensive Reference Checks for up to five (5) finalist candidates
- Electronic delivery of finalist briefing books
- Assistance with interview questions and interview schedule
- Assistance with stakeholder engagement, if desired
- Assistance with negotiating terms and conditions of employment, if desired
- Up to Two (2) in-person visits by the Recruiter to the Organization.
- Periodic updates regarding the progress of the search, as frequently as desired

The Organization agrees:

- To provide photos/graphics and information necessary to develop position profile brochure
- To respond to drafts of documents and reports in a timely manner; failure to do so may extend timelines and can negatively impact the outcome of the process
- To refer all prospective applicants to SGR and shall not accept applications independently during the recruitment process

- To provide reproduction of hard copy brochure, if desired
- To provide any direct mailings desired by the Organization
- To provide legal opinions to SGR regarding when and if any information must be released in accordance with Public Information requests
- To directly reimburse finalists for travel-related expenses to interview
- That Organization is ultimately responsible for candidate selections and that Organization will not discriminate against any candidate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital status, or any other basis that is prohibited by federal, state, or local law.
- To comply with the Fair Credit Reporting Act (FCRA) with regard to any pre- or post-adverse action notices and requirements if the Organization decides not to hire a candidate as a result of their credit history report

SGR shall be compensated by the Organization as detailed below:

Not-to-Exceed Price = $24,900*

** Ad placement costs are not included in the Not-to-Exceed Price. These costs are estimated to be between $1,750 and $2,500 and shall be added to the total cost of services upon approval from the organization.*

Not-to-exceed price includes:

- **Professional Service Fee - $18,500**
- **Expenses** (will appear on invoices until not-to-exceed price is reached):
    - **Position Profile Brochure & Marketing - $1,500**
        - Production of a professional position profile brochure
        - Custom-designed graphics for social media and email marketing
        - An announcement in SGR's 10 in 10 Leadership and Innovation e-newsletter
        - Two (2) email blasts to SGR's opt-in Job Alert subscribers for the relevant job category
        - Featured job placement on SGR's website
        - Featured ad on SGR's job board
        - Promotions on SGR's social media pages – Facebook, Twitter, LinkedIn, and Instagram
    - **Semifinalist Recorded Online interviews** for up to twelve (12) semifinalists - **$225 each**
    - **Comprehensive Media Reports** for up to five (5) finalists - **$500 each**
    - **Comprehensive Background Investigation Reports** for up to five (5) finalists - **$400 each**
    - **Comprehensive Reference Checks** with individual reports for up to five (5) finalists - **$225 each**
    - **Up to two (2) multi-day onsite visits** by one Recruiter to the Organization, for up to 2 and 1/2 days per visit. Meals are billed back at a per diem rate of $15 for breakfast, $20 for lunch, and $30 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead. *Travel will be dependent on COVID restrictions in place at the time and take into consideration the health and safety of team members of both SGR and the Organization.*

Reimbursable Expenses

- **Ad placements, as approved by the Organization, will be billed back at actual cost with no markup for overhead.**

Supplemental Services (<u>not</u> included in the not-to-exceed price above):

- SGR will conduct a Stakeholder Survey for $1,000. SGR will provide recommended survey questions within three (3) business days of project initiation. SGR will set up an online survey within one (1) business day after Organization has reviewed and approved the survey questions. Stakeholders can be directed to a web page or invited to take the survey by email. SGR and Organization will agree to the open survey time period, typically ten (10) to thirty (30) days. Organization shall be responsible for marketing and promoting the survey to stakeholders. A written summary of results is provided to Organization within three (3) business days of survey close date. Survey is not validated statistically.
- Additional online interviews (over and above the twelve (12) included in the not-to-exceed price above) are offered for $225 per candidate.
- Additional comprehensive media reports (over and above the five (5) included in the not-to-exceed price above) are offered for $500 per candidate.
- Additional background investigation reports (over and above the five (5) included in the not-to-exceed price above) are offered for $400 per candidate.
- Additional reference checks (over and above the five (5) included in the not-to-exceed price above) are offered for $225 per candidate.
- There is a cost of $175 per candidate for the DiSC Management Profile.
- Semifinalist and finalist briefing materials will be provided to the search committee via an electronic link. Should the organization request printing of those materials, the reproduction and shipping of briefing materials will be outsourced and be billed back at actual cost.
- Additional onsite visits (over and above the two (2) onsite visits included in the not-to-exceed price above) by one Recruiter will be billed over and above the not-to-exceed price. Travel and onsite time will be billed at a professional fee (per recruiter) of $1,000 per half-day and $1,500 per full day. Meals are billed back at a per diem rate of $15 for breakfast, $20 for lunch, and $30 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.
- Candidates will be reimbursed directly by the Organization for travel expenses.
- If the Organization desires any supplemental services not mentioned in this section, an estimate of the cost and hours to be committed will be provided at that time, and no work shall be done without approval.

Billing:

The professional service fee for the recruitment is billed in three equal installments during the course of the recruitment. The initial installment is billed after the position profile brochure has been created. The second installment is billed after semifinalists are selected. The final installment is billed at the conclusion of the recruitment. Expenses and supplemental services will be billed with each of the three installments, as appropriate.

Organization Contact for Invoicing:

Name: _____

Position: _____

Email: _____

Phone: _____

Service Guarantee:

SGR guarantees that you will be satisfied with the results of the full service recruitment process, or we will repeat the entire process one additional time and charge only for expenses. Additionally, if you select a candidate (that SGR has fully vetted) who resigns or is released within 18 months of their hire date, SGR will repeat the process one additional time and charge only for expenses. If the organization circumvents SGR's recruitment process and selects a candidate who did not participate in the full recruitment process, the service guarantee is null and void. We also guarantee that we will not directly solicit a candidate we bring to you for another job.

Expenses in the event of a repeat search shall include:

- Position Profile Brochure Edits, Custom Graphics, and SGR Marketing - $750
- Ad placements, as approved by the organization, will be billed back at actual cost with no markup for overhead.
- Online interviews - $225 per candidate.
- Comprehensive media reports - $500 per candidate.
- Background investigation reports - $400 per candidate.
- Reference checks - $225 per candidate.
- DiSC Management Profile - $175 per candidate
- Should the organization request printing of semifinalist or finalist briefing materials, the reproduction and shipping of briefing materials will be outsourced and be billed back at actual cost.
- Recruiter travel. Meals are billed back at a per diem rate of $15 for breakfast, $20 for lunch, and $30 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.
- Candidates are reimbursed directly by the organization for travel expenses.
- Stakeholder Survey - $1,000
- If the Organization desires any supplemental services not mentioned in this section, an estimate of the cost and hours to be committed will be provided at that time, and no work shall be done without approval.

Terms and Conditions:

- The Organization reserves the right to terminate this agreement at any time upon giving SGR seven days advanced written notice to SGR, Attn: Melissa Valentine, PO Box 1642, Keller, TX 76244 or by email to MelissaValentine@GovernmentResource.com. In such an event, SGR will be compensated for all work satisfactorily completed up to and through the date of termination.
- The Organization acknowledges that the nature of executive recruitment is such that SGR engages in discussions with prospects throughout the process who may or may not ultimately become a candidate, and that SGR is utilizing its proprietary network of relationships to identify and engage prospective candidates, and that premature release of such proprietary information, including names of prospective candidates who SGR may be having conversations with as part of the recruitment process, may be damaging to the prospects and SGR. Accordingly, the Organization acknowledges and, to the extent provided by law, agrees that all information related to this search is proprietary, and remains the property of and under the exclusive control of SGR, regardless of whether such information has been shared with the Organization or not, including all decisions regarding release of information, until such time that a finalist is named. At the time finalists are determined, all information related to the finalists shall become the property of the Organization and all decisions regarding public disclosure shall be determined by the Organization, except that psychometric assessments, questionnaires, and any information produced by SGR is proprietary and shall not become the property of the Organization or subject to disclosure. If the Organization receives an open records request, the Organization shall notify and share the request with SGR in writing as soon as possible but within no more than three (3) business days of receipt. The Organization shall provide sufficient time for SGR to notify and provide advance notice to the impacted individuals prior to the Organization releasing the required information with protected information redacted.
- **All travel will be dependent on COVID restrictions in place at the time and take into consideration and health and safety of team members of both Parties.**

Approved and Agreed to, this the _____ day of _____, 2022 by and between

Jeri J. Peters, President of Executive Recruitment Strategic Government Resources	Town of Little Elm, Texas Printed Name: _____ Title: _____

Date:	09/06/2022
Agenda Item #:	6. H.
Department:	Finance
Strategic Goal:	Ensure excellence in public services while keeping up with the growth in the community
Staff Contact:	Jason Shroyer, Director of Public Works

AGENDA ITEM:

Consider Action to Award **Bid 2022-19 for an Annual Agreement for Pavement Marking Services to Total Highway Maintenance, in the Annual Estimated Amount of $200,000.**

DESCRIPTION:

On July 12, 2022, the Town received bids for pavement marking services for Public Works. Bids were advertised in the local paper and posted on the Town's eProcurement system. Two (2) vendors responded. The lowest responsible bidder is Total Highway Maintenance of Cedar Hill, Texas. The term of the agreement will be for one year, with four (4) annual renewals.

BUDGET IMPACT:

Funding has been identified in the Street Operating Budget, account 112-6706-50-00. Expenditures will not exceed funds appropriated. Funds will be committed at the issuance of a purchase order.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Tabulation

Town of Little Elm

2022-19 Annual Contract for Pavement Marking Services

				Total Highway Maintenance, LLC.		LINEAR TRAFFIC MARKINGS LLC	
				Cedar Hill, TX		Ft Worth, TX	
Line #	**Description**	**QTY**	**UOM**	**Unit**	**Extended**	**Unit**	**Extended**
1	Crosswalk lines per specifications	5654	LF	$11.00	$62,194.00	$7.25	$40,991.50
2	Stop Bar Lanes per specifications	265	LF	$9.00	$2,385.00	$7.00	$1,855.00
3	Yield to Pedestrian Triangles per specifications LF of Yield to Ped Triangles (24" base W x 36" H with 6" spacing)	339	EA	$125.00	$42,375.00	$40.00	$13,560.00
4	Arrows per specifications	249	EA	$165.00	$41,085.00	$130.00	$32,370.00
5	"ONLY" per specifications	113	EA	$200.00	$22,600.00	$134.00	$15,142.00
6	Dashed Line Striping - Water based paint	881,443	LF	$0.52	$458,350.36	$0.75	$661,082.25
7	Solid Striping - Water Based paint	123,631	LF	$0.48	$59,342.88	$0.70	$86,541.70
8	Dashed Line Striping - MMA paint	ALT	LF	NB		$3.50	
9	Solid Striping - MMA paint	ALT	LF	NB		$3.50	

Note: Pricing for items 1-5 is quoted as Thermoplastic.

Date:	09/06/2022
Agenda Item #:	6. I.
Department:	Economic Development Corporation
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Present, Discuss, and Consider Action on **Resolution No 0906202201 Determining the Cost of Certain Authorized Improvements to be financed within the Valencia Public Improvement District No. 2; Approving a Preliminary Service Plan and Assessment Plan, Including a Proposed Assessment Roll; Directing the Filing of the Proposed Assessment Roll, with the Town Secretary to Make Available for Public Inspection; Noticing a Public Hearing for October 18, 2022, to Consider an Ordinance Levying Assessments for the Property Located Within the Valencia Public Improvement District No. 2; Directing Own Staff to Publish and Mail Notice of Said Public Hearing; and Resolving Other Matters Incident and Related Thereto.**

DESCRIPTION:

Be it resolved by the Town Council of the Town of Little Elm, as follows, accept the Preliminary SAP, for the District, including the Proposed Assessment Roll, determining the total costs of Authorized Improvements, the final approval of the costs of the Authorized Improvements shall be subject to and contingent upon approval of a Final Service and Assessment Plan, accepts a Proposed Assessment Roll that states the assessment proposed to be levied against each parcel of land in the District, filing of the Proposed Assessment Roll with the Town Secretary, calling a Public Hearing to be held on October 18, 2022 at or after 6 pm at Town Hall, 100 West Eldorado Parkway, Little Elm Texas, 75068, authorizes and directs the Town's Secretary to publish notice of the Assessment Hearing in a newspaper of general circulation on or before October 6, 2022, authorizes and directs the Town Secretary to mail to owners of properties liable for Assessment Notice of the Assessment Hearing to be held on October 18, 2022, and authorize and direct town staff to take such actions as are required to place the Public Hearing on the Agenda for October 18, 2022.

BUDGET IMPACT:

The preliminary SAP outlines the districts costs associated with infrastructure brought into the Town by the Developer to service this area. These costs are then passed to the homeowners in a form of an annual property levy assessment that is detailed in the preliminary SAP. The costs the Town incurs for administering the PID and will be reimbursed through administrative fees captured in the levy assessment.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Resolution 0906202201 - Determining Costs of Valencia PID No.2

TOWN OF LITTLE ELM, TEXAS

RESOLUTION NO. 0906202201

A RESOLUTION OF THE TOWN OF LITTLE ELM, TEXAS DETERMINING THE COSTS OF CERTAIN AUTHORIZED IMPROVEMENTS TO BE FINANCED WITHIN VALENCIA PUBLIC IMPROVEMENT DISTRICT NO. 2; APPROVING A PRELIMINARY SERVICE AND ASSESSMENT PLAN, INCLUDING A PROPOSED ASSESSMENT ROLL; DIRECTING THE FILING OF THE PROPOSED ASSESSMENT ROLL WITH THE TOWN SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; NOTICING A PUBLIC HEARING FOR OCTOBER 18, 2022 TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN VALENCIA PUBLIC IMPROVEMENT DISTRICT NO. 2; DIRECTING TOWN STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

WHEREAS, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "PID Act") authorizes the Town of Little Elm, Texas (the "Town") to create a public improvement district within the corporate boundaries and the extraterritorial jurisdiction of the Town; and

WHEREAS, on August 16, 2022, the Town Council of the Town (the "Town Council") conducted a public hearing to consider a petition received by the Town requesting the creation of a public improvement district within the corporate limits of the Town; and

WHEREAS, on August 16, 2022, the Town Council adopted Resolution No. 0816202201 (the "Authorization Resolution"), authorizing, establishing, and creating "Valencia Public Improvement District No. 2" (the "District"); and

WHEREAS, the Town authorized the creation of the District and the issuance of up to $20,000,000.00 in bonds for the District to finance certain public improvements authorized by the PID Act for the benefit of the property within the District (the "Authorized Improvements"); and

WHEREAS, the Town Council and the Town staff have been presented a "Valencia Public Improvement District No. 2, Town of Little Elm, Texas Preliminary Service and Assessment Plan", including a proposed Assessment Roll attached thereto (the "Preliminary SAP"), relating to certain assessments proposed to be levied against property within the District

that benefit from the Authorized Improvements. A copy of the Preliminary SAP is (i) attached hereto as **Exhibit A,** (ii) is incorporated herein for all purposes, (iii) identifies the area constituting the District, (iv) identifies the costs of the Authorized Improvements, and (v) sets forth the proposed assessment roll for the District (the "Proposed Assessment Roll"); and

WHEREAS, the Preliminary SAP sets forth the estimated total costs of certain Authorized Improvements to be financed by the District at this time and the Proposed Assessment Roll states the assessments proposed to be levied against each benefitted parcel of land in the District, as determined by the method of assessment chosen by the Town and set forth in the Preliminary SAP; and

WHEREAS, the PID Act requires that the Proposed Assessment Roll be filed with the Town Secretary of the Town (the "Town Secretary") and be subject to public inspection; and

WHEREAS, the PID Act requires that a public hearing (the "Assessment Hearing") be called to consider proposed assessments against the benefitted property within the District and requires Town Council to hear and pass on any objections to the proposed assessments at, or on the adjournment of, the Assessment Hearing; and

WHEREAS, the PID Act requires that notice of the Assessment Hearing be mailed to property owners liable for assessment and published in a newspaper of general circulation in the Town before the tenth (10th) day before the date of the Assessment Hearing.

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

SECTION 1. The recitals set forth above in this Resolution are true and correct and are hereby adopted as findings of the Town Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. The Town Council does hereby accept the Preliminary SAP for the District, including the Proposed Assessment Roll, in a form substantially similar to the attached **Exhibit A** and which is incorporated herein for all purposes. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Preliminary SAP.

SECTION 3. The Town Council hereby determines that the total costs of the Authorized Improvements to be financed by the District (excluding costs related to the issuance of any bonds) are as set forth in Table III-A and Appendix B of the Preliminary SAP.

SECTION 4. The Town Council's final determination and approval of the costs of the Authorized Improvements, or any portion thereof, shall be subject to and contingent upon Town Council's approval of a final, updated Service and Assessment Plan which will include a final Assessment Roll, after the properly noticed and held Assessment Hearing.

SECTION 5. The Proposed Assessment Roll states the assessments and the projected annual installments proposed to be levied against each parcel of land in the District that benefits from the Authorized Improvements, as determined by the method of assessment chosen by the Town in the Authorization Resolution and as more fully described in the Preliminary SAP.

SECTION 6. The Town Council hereby authorizes and directs the filing of the Proposed Assessment Roll with the Town Secretary and directs the Town Secretary to make the same available for public inspection.

SECTION 7. The Town Council hereby authorizes and calls a public hearing (the Assessment Hearing, as defined above) to be held on **October 18, 2022, at or after 6:00 p.m.** in the Little Elm Town Hall, 100 W. Eldorado Parkway, Little Elm, Texas 75068, at which, the Town Council shall, among other actions, hear and pass on any objections to the proposed assessments, and, upon the adjournment of the Assessment Hearing, the Town Council will consider an ordinance levying the assessments as special assessments on property located within the District that benefits from the Authorized Improvements and which ordinance shall specify the method of payment of the assessments.

SECTION 8. The Town Council hereby authorizes and directs the Town Secretary to publish notice of the Assessment Hearing to be held on **October 18, 2022**, in substantially the form attached hereto as **Exhibit B** and incorporated herein for all purposes, in the *Little Elm Journal*, a newspaper of general circulation in the Town, on or before **October 6, 2022**, as required by Section 372.016(b) of the PID Act.

SECTION 9. When the Proposed Assessment Roll is filed with the Town Secretary, the Town Council hereby authorizes and directs the Town Secretary, on or before **October 6, 2022**, to mail to owners of property liable for the proposed assessments notice of the Assessment Hearing to be held on **October 18, 2022**, as required by Section 372.016(c) of the PID Act.

SECTION 10. Town staff is authorized and directed to take such other actions as are required (including, but not limited to, notice of the Assessment Hearing as required by the Texas Open Meetings Act) to place the Assessment Hearing on the agenda for the **October 18, 2022** meeting of the Town Council.

SECTION 11. This Resolution shall become effective from and after its date of passage in accordance with law.

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PASSED AND APPROVED THIS THE 6th DAY OF SEPTEMBER, 2022.

TOWN OF LITTLE ELM, TEXAS

_____
Curtis J. Cornelious, Mayor

ATTEST:

_____
Caitlin Biggs, Town Secretary

(TOWN SEAL)

EXHIBIT A

PRELIMINARY SAP

VALENCIA
PUBLIC IMPROVEMENT DISTRICT
NO. 2

TOWN OF LITTLE ELM, TEXAS

PRELIMINARY SERVICE AND ASSESSMENT PLAN

September 6, 2022

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

VALENCIA
PUBLIC IMPROVEMENT DISTRICT NO. 2

PRELIMINARY SERVICE AND ASSESSMENT PLAN

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I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On August 16, 2022 (the "Creation Date") the Town Council (the "Town Council") of the Town of Little Elm, Texas (the "Town") passed and approved Resolution No. 0816202201 approving and authorizing the creation of the Valencia Public Improvement District No. 2 (the "PID") to finance the costs of certain public improvements for the benefit of property in such public improvement district (the "Authorized Improvements"), all of which is located within the Town.

The property in the PID is proposed to be developed as one phase, and the PID will finance public improvements as the property is developed. Assessments will be imposed on the property that receives a special benefit from the Authorized Improvements to be constructed.

Chapter 372 of the Texas Local Government Code, the "Public Improvement District Assessment Act" (as amended, the "PID Act"), governs the creation and operation of public improvement districts within the State of Texas. The Valencia Public Improvement District No. 2 Service and Assessment Plan (the "Service and Assessment Plan") has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan "must (i) cover a period of at least five years; (ii) define the annual indebtedness and the projected costs for improvements; and (iii) include a copy of the notice form required by Section 5.014, Property Code." The service plan is described in Section IV of this Service and Assessment Plan. The copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, is attached hereto as Appendix E.

Section 372.014 of the PID Act requires that "an assessment plan must be included in the annual service plan." The assessment plan is described in Section V of this Service and Assessment Plan.

Section 372.015 of the PID Act requires that "the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district." The method of assessing the Authorized Improvement Costs and apportionment of such costs to the property in the PID is included in Section V of this Service and Assessment Plan.

Section 372.016 of the PID Act requires that "after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter." The Assessment Roll for the PID is included in this Service and Assessment Plan. The Assessments as shown on the Assessment Roll are based on the method of assessment and apportionment of costs described in Section V of this Service and Assessment Plan.

B. DEFINITIONS

Capitalized terms used herein shall have the meanings ascribed to them as follows:

"**Actual Cost(s)**" means, with respect to an Authorized Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement, as specified in a payment request in a form that has been reviewed and approved by the Town. Actual Cost may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Authorized Improvement, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs for external professional costs associated with such Authorized Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, and taxes, (e) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and material men in connection with the acquisition, construction or implementation of the Authorized Improvements, (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal, and consulting fees, financing charges, taxes, governmental fees and charges (including inspection fees, Town permit fees, development fees), insurance premiums, and miscellaneous expenses.

Actual Costs include general contractor's fees in an amount up to a percentage equal to the percentage of work completed and accepted by the Town or construction management fees in an amount up to five percent of the eligible Actual Costs described in a payment request in a form that has been reviewed and approved by the Town. The amounts expended on legal costs, taxes, governmental fees, insurance premiums, permits, financing costs, and appraisals shall be excluded from the base upon which the general contractor and construction management fees are calculated.

"Additional Interest" means the 0.50% additional interest rate charged on Assessments (if applicable) pursuant to Section 372.018 of the PID Act.

"Additional Interest Component" means the amount collected by application of the Additional Interest.

"Additional Interest Reserve" has the meaning set forth in Section V.F of this Service and Assessment Plan.

"Administrative Expenses" mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the PID, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of

installments of the Assessments and the system of registration and transfer of the Bonds, (v) issuing, paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to the Bonds, (viii) the Trustee fees and expenses relating to the Bonds, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds or any other cost of issuance associated with the bonds. Administrative Expenses collected and not expended for actual Administrative Expenses shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

"Administrator" means the employee or designee of the Town, identified in any indenture of trust relating to a series of Bonds or identified in any other agreement approved by the Town Council, who shall have the responsibilities provided for herein.

"Annual Installment" means, with respect to each Parcel, each annual payment of: (i) the Assessments including any applicable interest, as shown on the Assessment Roll attached hereto as Appendix G, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) the Administrative Expenses, and (iii) the Additional Interest described in Section V.F. of this Service and Assessment Plan.

"Annual Service Plan Update" has the meaning set forth in the second paragraph of Section IV of this Service and Assessment Plan.

"Assessed Property" means any property that benefits from the Authorized Improvements within the PID on which Assessments have been imposed as shown in the Assessment Roll, as the Assessment Roll is updated each year by the Annual Service Plan Update. Assessed Property includes all Parcels within the PID other than Non-Benefited Property.

"Assessment" means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

"Assessment Ordinance" means an Assessment Ordinance adopted by the Town Council approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan) and levying the Assessments.

"Assessment Revenues" mean the revenues received by or on behalf of the Town from the collection of Assessments or Annual Installment payment thereof.

"Assessment Roll" or **"Assessment Rolls"** means collectively or separately, as applicable, the Assessment Roll included in this Service and Assessment Plan as Appendix G or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an

Annual Service Plan Update, as each may be updated, modified, or amended from time to time in accordance with the procedures set forth in this Service and Assessment Plan and in the PID Act.

"Authorized Improvements" mean those public improvements described in Appendix B of this Service and Assessment Plan and Section 372.003 of the PID Act, acquired, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

"Authorized Improvement Costs" mean the Actual Costs or the Budgeted Costs, as applicable, of all or any portion of the Authorized Improvements, as shown in Appendix B.

"Bonds" mean any bonds, including the Series 2022 PID Bonds, issued in one or more series for financing the Authorized Improvements and secured in whole or in part by the Assessment Revenues.

"**Budgeted Cost(s**)" means the amounts budgeted to construct the Authorized Improvements as used in the preparation of this Service and Assessment Plan.

"Certification for Payment" means the certificate to be provided by the Developer, or his designee, to substantiate the Actual Cost of one or more Authorized Improvements, which may be in segments or sections.

"County" means Denton County, Texas.

"**Delinquent Collection Costs"** mean interest, penalties and expenses incurred or imposed with respect to any delinquent installment of an Assessment in accordance with the PID Act and the costs related to pursuing collection of a delinquent Assessment and foreclosing the lien against the Assessed Property, including attorney's fees.

"Developer" means Valencia on the Lake 2B2 & 4, LLC, a Texas limited liability company and its successors and assigns.

"Equivalent Units" mean, as to any Parcel the number of dwelling units by lot type expected to be built on the Parcel multiplied by the factors calculated and shown in Appendix F attached hereto.

"Homeowner Association" means a homeowners' association or property owners' association established for the benefit of property owners within the PID.

"Homeowner Association Property" means property within the PID owned by or irrevocably offered for dedication to, whether in fee simple or through an easement, a Homeowners' Association established for the benefit of a group of homeowners or property owners within the PID.

"Lot" means a tract of land described as a "lot" in a subdivision plat recorded in the official public records of the County.

"Lot Type" means a classification of final building lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, etc.), as determined by the Administrator and confirmed by the Town Council. In the case of single family residential lots, the Lot Type shall be further defined by classifying the residential lots by the estimated final average home value for each lot as of the date of the recorded subdivision plat, considering factors such as density, lot size, proximity to amenities, view premiums, location, and any other factors that may impact the average home value on the lot, as determined by the Administrator and confirmed by the Town Council.

"Maximum Assessment Per Unit" means an Assessment per unit for each applicable Lot Type as follows:

Lot Type 1 (60 Ft Lot) - $34,389.64
Lot Type 2 (50 Ft Lot) - $28,199.50

"Non-Benefited Property" means Parcels that accrue no special benefit from the Authorized Improvements, including Homeowner Association Property, Public Property and easements that create an exclusive use for a public utility provider. Property identified as Non-Benefited Property at the time the Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel, is not assessed. Assessed Property converted to Non-Benefited Property, if the Assessments may not be reallocated pursuant to the provisions herein, remains subject to the Assessments and requires the Assessments to be prepaid as provided for in Section VI.E.

"Parcel" or **"Parcels"** means a parcel or parcels within the PID identified by either a tax map identification number assigned by the Denton Central Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the official public records for real property in Denton County.

"PID" has the meaning set forth in Section I.A. of this Service and Assessment Plan.

"PID Act" means Texas Local Government Code Chapter 372, Public Improvement District Assessment Act, Subchapter A, Public Improvement Districts, as amended.

"**Prepayment Costs**" mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment allowed by applicable law, reasonably expected to be incurred by or imposed upon the Town as a result of any prepayment of an Assessment.

"Public Property" means property, right of way and easements within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, Denton County, the Town, a school district or any other public agency or political subdivision, whether in fee simple or through an exclusive use easement.

"Series 2022 PID Bonds" mean those certain Town of Little Elm, Texas, Special Assessment Revenue Bonds, Series 2022 (Valencia Public Improvement District No. 2 Project) that are secured primarily by the Assessment Revenues.

"Service and Assessment Plan" means this Service and Assessment Plan prepared for the PID pursuant to the PID Act, as the same may be amended from time to time.

"Town" means the Town of Little Elm, Texas.

"Town Council" means the duly elected governing body of the Town.

"Trust Indenture" means an indenture of trust, ordinance or similar document setting forth the terms and other provisions relating to the Bonds, as modified, amended, and/or supplemented from time to time.

"Trustee" means the fiscal agent or trustee as specified in a Trust Indenture, including a substitute fiscal agent or trustee.

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II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is presently located within the Town and contains approximately 189.257 acres of land. A map of the property within the PID is shown in Appendix A and a legal description of the property within the PID is shown in Appendix C to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 535 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID. The estimated number of lots and the classification of each lot are based upon the proposed development plan.

The property within the PID is proposed to be developed as follows:

Table II-A
Proposed Development within the PID

Proposed Development	Quantity	Measurement
Single-Family - 60 Ft	196	Units
Single-Family - 50 Ft	339	Units
Total	**535**	**Units**

The estimated number of units at the build-out of the PID is based on the land use approvals for the property, the anticipated subdivision of property in the PID, and the Developer's estimate of the highest and best use of the property within the PID.

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III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

372.003. Authorized Improvements

(a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.

(b) A public improvement may include:

(i) landscaping;

(ii) erection of fountains, distinctive lighting, and signs;

(iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;

(iv) construction or improvement of pedestrian malls;

(v) acquisition and installation of pieces of art;

(vi) acquisition, construction, or improvement of libraries;

(vii) acquisition, construction, or improvement of off-street parking facilities;

(viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;

(ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;

(x) the establishment or improvement of parks;

(xi) projects similar to those listed in Subdivisions (i)-(x);

(xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;

(xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;

(xiv) payment of expenses incurred in the establishment, administration and operation of the district; and

(xv) the development, rehabilitation, or expansion of affordable housing

After analyzing the public improvement projects authorized by the PID Act, the Town has determined at this time to undertake only Authorized Improvements listed in Section III.B. on the following page and shown in the opinion of probable costs included as Appendix B and on the

diagrams included as Appendix D for the benefit of the Assessed Property. Any change to the list of Authorized Improvements will require the approval of the Town and an update to this Service and Assessment Plan.

B. DESCRIPTIONS OF THE AUTHORIZED IMPROVEMENTS

The descriptions of the Authorized Improvements are presented below. The Budgeted Costs are shown in Table III-A and may be revised in an Annual Service Plan Update as needed.

A description of the Authorized Improvements are as follows:

Roadway Improvements

The roadway improvements within the PID consist of the construction of roadway improvements, including related paving, excavation, drainage, curbs, gutters, sidewalks, retaining walls, signage, traffic control devices, and right-of-way which benefit the Assessed Property. All roadway projects will be designed and constructed in accordance with Town standards and specifications and will be owned and operated by the Town.

Water Improvements

The water improvements within the PID consist of construction and installation of a looped water main network, which includes waterlines, valves, fire hydrants, and appurtenances, necessary for the water distribution system that will service the Assessed Property. The water improvements will be designed and constructed in accordance with Town standards and specifications and will be owned and operated by the Town.

Sanitary Sewer Improvements

Onsite:

The onsite sanitary sewer improvements within the PID consist of construction and installation of various sized sanitary sewer pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to Assessed Property. The onsite sanitary sewer improvements will be designed and constructed in accordance with Town standards and specifications and will be owned and operated by the Town.

Offsite:

The offsite sanitary sewer improvements within the PID consist of construction and installation of various sized sanitary sewer pipes, service lines, manholes, encasements, appurtenances, and a lift station necessary to provide sanitary sewer service to Assessed Property. The offsite sanitary sewer improvements will be designed and constructed in accordance with Town standards and specifications and will be owned and operated by the Town.

Storm Drainage Improvements

The storm drainage improvements within the PID consist of reinforced concrete pipes, reinforced concrete boxes, multi-reinforced box culverts, junction boxes, inlets, headwalls, and appurtenances which benefit the Assessed Property. The storm drainage collection system improvements will be designed and constructed in accordance with Town standards and specifications and will be owned and maintained by the Town.

Soft and Miscellaneous Costs

The soft and miscellaneous costs within the PID consist of engineering and surveying, project management fees, contingency, district formation, and other soft and miscellaneous costs.

The Budgeted Costs of the Authorized Improvements shown in Table III-A may be revised in Annual Service Plan Updates. Savings from one line item may be applied to a cost increase in another line item. These savings may be applied only to increases in costs of the Authorized Improvements (i.e., the improvements for the benefit of property within the PID). Additional details of the Authorized Improvements are shown in Appendix B attached to this Service and Assessment Plan. The method of cost allocation is explained in Section V.C.

Table III-A
Budgeted Authorized Improvement Costs

Description	Total
Roadway improvements (including right-of-way)	$6,692,479
Water improvements	$1,673,302
Sanitary sewer improvements:	
Onsite sanitary sewer improvements	$1,367,548
Offsite sanitary sewer improvements	$891,510
Storm drainage improvements	$1,420,022
Other soft and miscellaneous costs	$2,286,596
Total Authorized Improvements	**$14,331,457**

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IV. SERVICE PLAN

A. PROJECTED SOURCES AND USES OF FUNDS

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five year period. It is anticipated the Authorized Improvements will be completed and dedicated to the Town in the 4th quarter of 2022.

The Budgeted Costs for the Authorized Improvements plus costs related to the issuance of the Series 2022 PID Bonds and payment of expenses incurred in the establishment, administration and operation of the PID are $17,844,887 as shown in Table IV-A. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the Actual Costs of the Authorized Improvements, and updating the Assessment Roll. Any update to this Service and Assessment Plan is herein referred to as an "Annual Service Plan Update."

Table IV-A shows the projected sources and uses of funds for the Authorized Improvements.

The Series 2022 PID Bonds described in Table IV-A are anticipated to be issued in 2022 and will be used to finance the Authorized Improvement Costs.

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Table IV-A
Projected Sources and Uses

Sources of Funds	**Total**
Par amount	$16,300,000
Other funding sources[1]	$1,544,887
Total Sources	**$17,844,887**
Uses of Funds	
Authorized Improvements[2]:	
Roadway improvements (including right-of-way)	$6,692,479
Water improvements	$1,673,302
Sanitary sewer improvements:	
Onsite sanitary sewer improvements	$1,367,548
Offsite sanitary sewer improvements	$891,510
Storm drainage improvements	$1,420,022
Other soft and miscellaneous costs	$2,286,596
Subtotal	*$14,331,457*
Estimated Bond Issuance Costs:	
Cost of issuance	$978,000
Capitalized interest	$791,456
Reserve fund	$1,194,975
Administrative expense	$60,000
Underwriter's discount	$489,000
Subtotal	*$3,513,431*
Total Uses	**$17,844,887**

[1]Other funding sources, if any, consist of funds contributed by the Developer to complete the Authorized Improvements that are not funded by the Series 2022 PID Bonds, which will not be reimbursed to the Developer.
[2]See Table III-A for details.

B. PROJECTED FIVE -YEAR SERVICE PLAN

The annual projected costs and annual projected indebtedness are shown in Table IV-B. The annual projected costs and indebtedness are subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

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Table IV-B
Annual Projected Costs and Annual Projected Indebtedness

Year	Annual Projected Cost	Annual Projected Indebtedness	Other Funding Sources[(2)]	Projected Annual Installments
2022	$17,844,887	$16,300,000	$1,544,887	$0
2023[(1)]	$0	$0	$0	$0
2024	$0	$0	$0	$1,305,950
2025	$0	$0	$0	$1,306,049
2026	$0	$0	$0	$1,306,360
2027	$0	$0	$0	$1,305,821
2028	$0	$0	$0	$1,306,432
Total	**$17,844,887**	**$16,300,000**	**$1,544,887**	**$6,530,612**

[1]Assumes interest in 2023 is funded with capitalized interest and Administrative Expenses in 2023 are funded with bond proceeds.
[2] Other funding sources, if any, consist of funds contributed by the Developer to complete the Authorized Improvements that are not funded by the Series 2022 PID Bonds, which will not be reimbursed to the Developer.

The annual projected costs shown in Table IV-B are the annual expenditures relating to the Authorized Improvements shown in Table III-A, the costs associated with creating the PID and costs of issuing the Series 2022 PID Bonds, including reserves shown in Table IV-A. The difference between the annual projected cost and the annual projected indebtedness, if any, represents an amount funded by the Developer.

C. PID DISCLOSURE

The PID Act requires that this Service and Assessment Plan, and each Annual Service Plan Update, include a copy of the Notice form (required by Section 5.014 of the Texas Property Code), (the "PID Disclosure"). The PID Disclosure is attached hereto as Appendix E and may be updated from time to time or in Annual Service Plan Updates.

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V. ASSESSMENT PLAN

A. INTRODUCTION

The PID Act requires the Town Council to apportion the costs of the Authorized Improvements on the basis of special benefits conferred upon the property because of the Authorized Improvements. The PID Act provides that the costs of the Authorized Improvements may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

For purposes of this Service and Assessment Plan, the Town Council has determined that the Budgeted Costs of the Authorized Improvements shall be allocated as described below:

1. The Authorized Improvement Costs shall be allocated on the basis of Equivalent Units once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly benefited.

2. The Town Council has concluded that larger more expensive homes are likely to be built on the larger lots, and that larger more expensive homes are likely to make greater use of and receive greater benefit from the Authorized Improvements. In determining the relative values of Parcels, the Town Council has taken into consideration (i) the type of development (i.e., residential, commercial, etc.), (ii) single-family lot sizes and the size of homes likely to be built on lots of different sizes, (iii) current and projected home prices provided by the Developer, (iv) the Authorized Improvements to be provided and the estimated costs, and (v) the ability of different property types to utilize and benefit from the Authorized Improvements.

3. The Assessed Property is classified into different Lot Types as described in Appendix F based on the type and size of proposed development on each Parcel.

4. Equivalent Units are calculated for each Lot Type based on the relative value of each Lot Type.

This section of this Service and Assessment Plan (i) describes the special benefit received by each Parcel within the Assessed Property as a result of the Authorized Improvements, (ii) provides the basis and justification for the determination that this special benefit equals or exceeds the amount of the Assessments to be levied on the Assessed Property, and (iii) establishes the methodologies by which the Town Council allocates and reallocates the special benefit of the Authorized Improvements to the Assessed Property in a manner that results in equal shares of the Actual Costs

of such improvements being apportioned to the Assessed Property similarly benefited. The determination by the Town Council of the assessment methodologies set forth below is the result of the discretionary exercise by the Town Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

B. SPECIAL BENEFIT

Assessed Property must receive a direct and special benefit from the Authorized Improvements, and this benefit must be equal to or greater than the amount of the Assessments. The Authorized Improvements are provided specifically for the benefit of the Assessed Property. The Authorized Improvements (more particularly described in line-item format in Appendix B to this Service and Assessment Plan) and the costs of issuance and payment of costs incurred in the establishment and administration of the PID shown in Table IV-A are authorized by the PID Act. These Authorized Improvements are provided specifically for the benefit of the Assessed Property.

Each owner of the Assessed Property has acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and has consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. Each of the owners is acting in its interest in consenting to this apportionment and levying of the Assessments because the special benefit conferred upon the Assessed Property by the Authorized Improvements exceeds the amount of the Assessments.

The Authorized Improvements provide a special benefit to the Assessed Property as a result of the close proximity of these improvements to the Assessed Property and the specific purpose of these improvements of providing infrastructure for the Assessed Property. In other words, the Assessed Property could not be used in the manner proposed without the construction of the Authorized Improvements. The Authorized Improvements are being provided specifically to meet the needs of the Assessed Property as required for the proposed use of the property.

The Assessments are being levied to provide the Authorized Improvements that are required for the highest and best use of the Assessed Property (i.e., the use of the property that is most valuable, including any costs associated with that use). Highest and best use can be defined as "the reasonably probable and legal use of property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value." (*Dictionary of Real Estate Appraisal, Third Edition*.) The Authorized Improvements are expected to be required for the proposed use of the Assessed Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

The Developer has evaluated the potential use of the Assessed Property and has determined that the highest and best use of the Assessed Property is the use intended and the legal use for the property as described in Section II of this Service and Assessment Plan. The use of the Assessed Property as described herein will require the construction of the Authorized Improvements.

The special assessments will repay financing that is on advantageous terms, as the Bonds issued to finance the Authorized Improvements will pay interest that is exempt from federal income tax.

As a result, all other terms being equal (e.g., maturity, fixed vs. variable rate, credit quality), the tax-exempt bonds will have a lower interest rate than debt that is not tax-exempt. The Bonds also have a longer term than other available financings and may either be repaid or assumed by a buyer at the buyer's option. As a result of these advantageous terms, the financing provided by the PID is the most beneficial means of financing the Authorized Improvements.

Each owner of the Assessed Property will ratify, confirm, accept, agree to and approve: (i) the determinations and finding by the Town Council as to the special benefits described in this Service and Assessment Plan and the Assessment Ordinance; (ii) the Service and Assessment Plan and the Assessment Ordinance, and (iii) the levying of Assessments on the Assessed Property. Use of the Assessed Property as described in this Service and Assessment Plan and as authorized by the PID Act requires that Authorized Improvements be acquired, constructed, installed, and/or improved. Funding the Actual Costs of the Authorized Improvements through the PID has been determined by the Town Council to be the most beneficial means of doing so. As a result, the Authorized Improvements result in a special benefit to the Assessed Property, and this special benefit exceeds the amount of the Assessment. This conclusion is based on and supported by the evidence, information, and testimony provided to the Town Council.

In summary, the Authorized Improvements result in a special benefit to the Assessed Property for the following reasons:

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property as a result;

2. The Developer has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the Developer is acting in its interest by consenting to this imposition;

3. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);

4. Financing of the costs of the Authorized Improvements through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,

5. As a result, the special benefit to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. ASSESSMENT METHODOLOGY

The costs of the Authorized Improvements may be assessed by the Town Council against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the Assessments. The costs of the Authorized Improvements may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

1. Assessment Methodology for the Authorized Improvements

For purpose of this Service and Assessment Plan, the Town Council has determined that the Budgeted Costs of the Authorized Improvements to be financed with the Bonds shall be allocated to the Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units anticipated to be developed on each Parcel within the PID.

Based on the Budgeted Costs of the Authorized Improvements, as set forth in Table III-A, the Town Council has determined that the benefit to the Assessed Property of the Authorized Improvements is at least equal to the Assessments levied on the Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated Equivalent Units at the time residential Lots are platted to the total estimated Equivalent Units of all Lots in the platted Parcel, as calculated and shown in Appendix F using the types, number and average home value of Lots anticipated to be developed on each Parcel.

The Assessment and Annual Installments for each Parcel or Lot located within the PID is shown on the Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

D. ASSESSMENTS

The Assessments will be levied on each Parcel according to the Assessment Roll, attached hereto as Appendix G. The Annual Installments of the Assessments will be collected at the time and in the amounts shown on the Assessment Roll, subject to any revisions made during an Annual Service Plan Update.

See Appendix F for Assessment per unit, leverage, and estimated tax rate equivalent calculation details.

E. ADMINISTRATIVE EXPENSES

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Assessment levied against the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates. The first year's Administrative Expenses are expected to be paid from the proceeds of the Series 2022 PID Bonds, as shown in Table IV-A.

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F. ADDITIONAL INTEREST RESERVE

Pursuant to the PID Act, the interest rate for Assessments may exceed the actual interest rate per annum paid on the related Bonds by no more than one half of one percent (0.50%), the Additional Interest. The interest rate used to determine the Assessments is one half of one percent (0.50%) per annum higher than the actual rate paid on the Bonds, with the Additional Interest Component of the Annual Installments allocated to fund a reserve to be used for paying interest associated with a prepayment and to offset any possible delinquency related costs and/or as described in the Trust Indenture, the Additional Interest Reserve. The Additional Interest Reserve shall be funded until it reaches 5.50% of the outstanding Bonds unless otherwise stipulated in the Bond documents. Once the Additional Interest Reserve is funded in full, the Town may allocate the Additional Interest Component of the Annual Installments as provided in the applicable Trust Indenture.

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VI. TERMS OF THE ASSESSMENTS

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN THE PID

The Assessment and Annual Installments for each Assessed Property located within the PID is shown on the Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected from the Assessed Property in an amount sufficient to pay (i) principal and interest on the Series 2022 PID Bonds, (ii) to fund the Additional Interest Reserve described in Section V, and (iii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel in the PID shall be calculated by taking into consideration any available capitalized interest applicable to the Parcel.

B. REALLOCATION OF ASSESSMENTS

1. Subdivision

Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be reallocated among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel
B = the Assessment for the Parcel prior to subdivision
C = the estimated total Equivalent Units to be built on each new subdivided Parcel
D = the sum of the estimated total Equivalent units to be built on all of the new subdivided Parcels

The calculation of the estimated Equivalent Units to be built on a Parcel shall be performed by the Administrator and confirmed by the Town Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of Equivalent Units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the Town Council.

2. Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the Town Council.

C. MANDATORY PREPAYMENT OF ASSESSMENTS

1. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the Town the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, prior to any such transfer or act.

2. If at any time the Assessment per unit on a Parcel exceeds the applicable Maximum Assessment Per Unit shown in this Service and Assessment Plan as a result of any changes in land use, subdivision, consolidation or reallocation of the Assessment authorized by this Service and Assessment Plan and initiated by the owner of the Parcel, then such owner shall pay to the Town prior to the recordation of the document subdividing the Parcel the amount calculated by the Administrator by which the Assessment per unit for the Parcel exceeds the applicable Maximum Assessment per Unit calculated in this Service and Assessment Plan.

3. The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the PID Act.

D. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of Bonds have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs of the Authorized Improvements used to calculate the Assessments securing such series of Bonds, resulting in excess Bond proceeds being available to redeem Bonds of such series, then the Assessment securing such series of Bonds for each Parcel of Assessed Property shall be reduced by the Town Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the actual reduced Actual Costs. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds. If all of the Authorized Improvements are not completed, the Town may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.

2. If all the Authorized Improvements are not undertaken, resulting in excess Bond proceeds being available to redeem Bonds, and such excess Bond proceeds shall be applied to redeem Bonds as provided in the Indenture, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the Town Council to reflect only the amounts required to repay the Bonds, including interest on the Bonds and Administrative Expenses. The Town Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on number of units, if determined by the Town Council to be the most fair and practical means of reducing the Assessments for each Parcel, and in accordance with the Trust Indenture, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds, including interest on the Bonds and Administrative Expenses. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced principal portion of the Bonds is equal to the outstanding principal amount of the Bonds.

E. PAYMENT OF ASSESSMENTS

1. Payment in Full

(a) The Assessment for any Parcel may be paid in full at any time. Such payment shall include all Prepayment Costs. If prepayment in full will result in redemption of Bonds, the payment amount shall be reduced by the amount, if any, of interest through the date of redemption of Bonds and reserve funds applied to the redemption under the Trust Indenture, net of any other costs applicable to the redemption of Bonds.

(b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.

(c) Upon payment in full of the Assessment and all Prepayment Costs, the Town shall deposit the payment in accordance with the Trust Indenture; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.

(d) At the option of the owner, the Assessment on any Parcel plus Prepayment Costs may be paid in part. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made.

2. Payment in Annual Installments

The PID Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the Assessment to be paid in installments and additionally allows the Town to collect interest, Administrative Expenses and other authorized charges in installments. An Assessment for a Parcel that is not paid in full will be collected in Annual

Installments each year in the amounts shown on the Assessment Roll, as updated as provided for herein, which include interest, Administrative Expenses, and payments required for the Additional Interest Reserve. Payment of the Annual Installments shall commence with tax bills mailed after the issuance of the Bonds.

Each Assessment levied against the Assessed Property shall be paid with interest of no more than the actual interest rate paid on the Series 2022 PID Bonds and Additional Interest; the Assessment Roll sets forth for each year the Annual Installment for each parcel based on an estimated interest rate of 5.75% on the Series 2022 PID Bonds and Additional Interest at the rate of 0.5% for the Additional Interest Reserve. Furthermore, the Annual Installments may not exceed the amounts shown on the Assessment Roll, as shown in Appendix G.

The Annual Installments shall be reduced to equal the Actual Costs of repaying the Series 2022 PID Bonds and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The Town reserves and shall have the right and option to refund the Bonds in accordance with Section 372.027 of the PID Act. In the event of such refunding, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installments so that total Annual Installments of Assessments will be produced in annual amounts that are required to pay the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute Bonds for purposes of this Service and Assessment Plan.

F. COLLECTION OF ANNUAL INSTALLMENTS

No less frequently than annually, the Administrator shall prepare, and the Town Council shall consider, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment shall be reduced by any credits applied under the applicable Trust Indenture, including capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, and including any existing deposits to a prepayment reserve. Annual Installments shall be collected by the Town in the same manner and at the same time as ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the Town. The Town Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the Act.

Any sale of Assessed Property for nonpayment of the Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such Assessed Property and such Assessed Property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such Assessed Property as they become due and payable.

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. Collection of the initial Annual Installments relating to the Authorized Improvements that benefit the Assessed Property will be due when billed and will be delinquent if not paid prior to February 1, 2024.

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VII. THE ASSESSMENT ROLL

A. ASSESSMENT ROLL

The Town Council has evaluated each Parcel in the PID based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of Authorized Improvements, and other development factors deemed relevant by the Town Council to determine the amount of Assessed Property within the PID.

The Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Authorized Improvements. Table VII-A summarizes the $17,844,887 in special benefit received by the Assessed Property from the Authorized Improvements, including costs of PID formation and administration and the Series 2022 PID Bonds issuance costs. The par amount of the Series 2022 PID Bonds is $16,300,000 which is less than the benefit received by the Assessed Property. Accordingly, the total Assessment to be applied to all the Assessed Property is $16,300,000, which will be collected in addition to interest thereon plus the Additional Interest and annual Administrative Expenses. The Assessment for each Assessed Property is calculated based on the allocation methodologies described in Section V.C. The Assessment Roll is attached hereto as Appendix G.

Table VII-A
Special Benefit Summary

Special Benefit	**Total Cost**
Total Authorized Improvements(1)	$14,331,457
Estimated Bond Issuance Costs:	
Cost of issuance	$978,000
Capitalized interest	$791,456
Reserve fund	$1,194,975
Administrative expense	$60,000
Underwriter's discount	$489,000
Subtotal Bond Issuance Costs	$3,513,431
Total Special Benefit	**$17,844,887**
Special Benefit:	
Total Special Benefit	$17,844,887
Projected Assessment	$16,300,000
Excess Benefit	**$1,544,887**

[1]See Table III-A for details.

B. ANNUAL ASSESSMENT ROLL UPDATES

The Administrator shall prepare, and shall submit to the Town Council for approval, annual updates to the Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the Town and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan and in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.E. of this Service and Assessment Plan.

Once Bonds are issued, the Assessment Roll shall be updated, which update may be done in the next Annual Service Plan Update, to reflect any changes resulting from the issuance of the Bonds. This update shall reflect the actual interest on the Bonds on which the Annual Installments shall be paid, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the Bonds and Developer funds.

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VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

The Town may elect to designate a third party to serve as Administrator. The Town shall notify Developer in writing at least thirty (30) days in advance before appointing a third party Administrator.

To the extent consistent with the PID Act, an owner of an Assessed Parcel claiming that a calculation error has been made in the Assessment Roll(s), including the calculation of the Annual Installment, shall send a written notice describing the error to the Town not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Parcel owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Parcel owner, such change or modification shall be presented to the Town Council for approval to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Parcel owner (except for the final year during which the Annual Installment shall be collected or if it is determined there are sufficient funds to meet the expenses of the PID for the current year), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the Town Council. Any amendments made to the Assessment Roll(s) pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or if such decision is appealed to the Town Council, the decision of the Town Council shall be conclusive as long as there is a reasonable basis for such determination. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any other appeal or legal action by such owner.

B. TERMINATION OF ASSESSMENTS

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the Town shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination".

C. AMENDMENTS

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

The Town Council reserves the right to the extent permitted by the PID Act to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels:

> *(i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, Collection Costs, and other charges imposed by the Service and Assessment Plan, and (iv) as may be required by the Attorney General of Texas in connection with the issuance of any series of Bonds.*

D. ADMINISTRATION AND INTERPRETATION OF PROVISIONS

The Town Council shall administer the PID, this Service and Assessment Plan, and all Annual Service Plan Updates consistent with the PID Act and shall make all interpretations and determinations related to the application of this Service and Assessment Plan unless stated otherwise herein or in the Trust Indenture, such determination shall be conclusive.

E. SEVERABILITY

If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to an Assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Town Council in adopting this Service and Assessment Plan that no part hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Town.

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APPENDIX A
PID MAP

Existing Phases

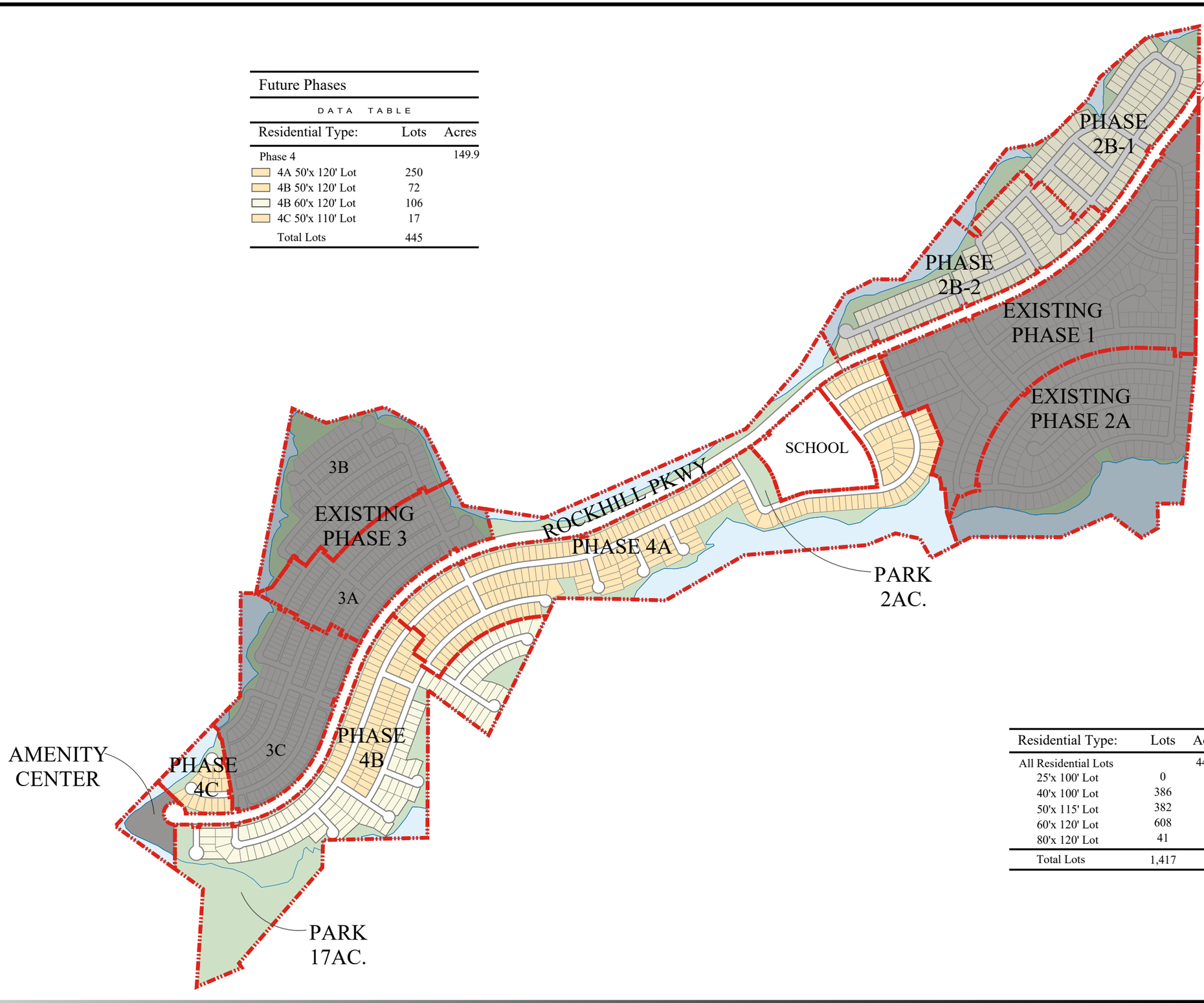
DATA TABLE

Residential Type:	Lots	Acres
Phase 1		62.4
60'x 120' Lot	169	
80'x 135' Lot	41	
Total Lots	210	
Phase 2A		51.9
60'x 120' Lot	154	
Total Lots	154	
Phase 3		80.7
3A 40'x 100' Lot	126	24.2
3A 50'x 115' Lot	14	
3B 40'x 100' Lot	118	28.5
3B 50'x 115' Lot	21	
3C 40'x 100' Lot	142	28.0
3C 50'x 115' Lot	8	
Total Lots	429	

Future Phases

DATA TABLE

Residential Type:	Lots	Acres
Phase 4		149.9
4A 50'x 120' Lot	250	
4B 50'x 120' Lot	72	
4B 60'x 120' Lot	106	
4C 50'x 110' Lot	17	
Total Lots	445	



Proposed Phase 2B - Amendment No. 6

Approved Phases

DATA TABLE

Residential Type:	Lots	Acres
Phase 2B		57.7
2B-1 60'x 120' Lot	89	28.8
2B-2 60'x 120' Lot	90	28.9
Total Lots	179	

Residential Type:	Lots	Acres
All Residential Lots		447.9
25'x 100' Lot	0	
40'x 100' Lot	386	
50'x 115' Lot	382	
60'x 120' Lot	608	
80'x 120' Lot	41	
Total Lots	1,417	

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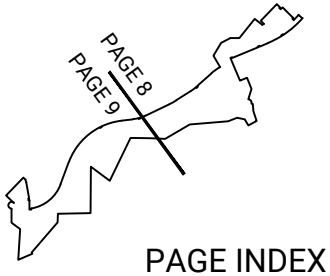
BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

VALENCIA ON THE LAKES - MASTER PLAN 11
TOWN OF LITTLE ELM ETJ, DENTON COUNTY, TEXAS

SCALE: 1"=400'
DATE: JAN. 2021

CENTURION AMERICAN

LEGEND	
ROW	RIGHT-OF-WAY
VOL., PG.	VOLUME, PAGE
INST. NO.	INSTRUMENT NUMBER
RPRDCT	REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS
PRDCT	PLAT RECORDS, DENTON COUNTY, TEXAS



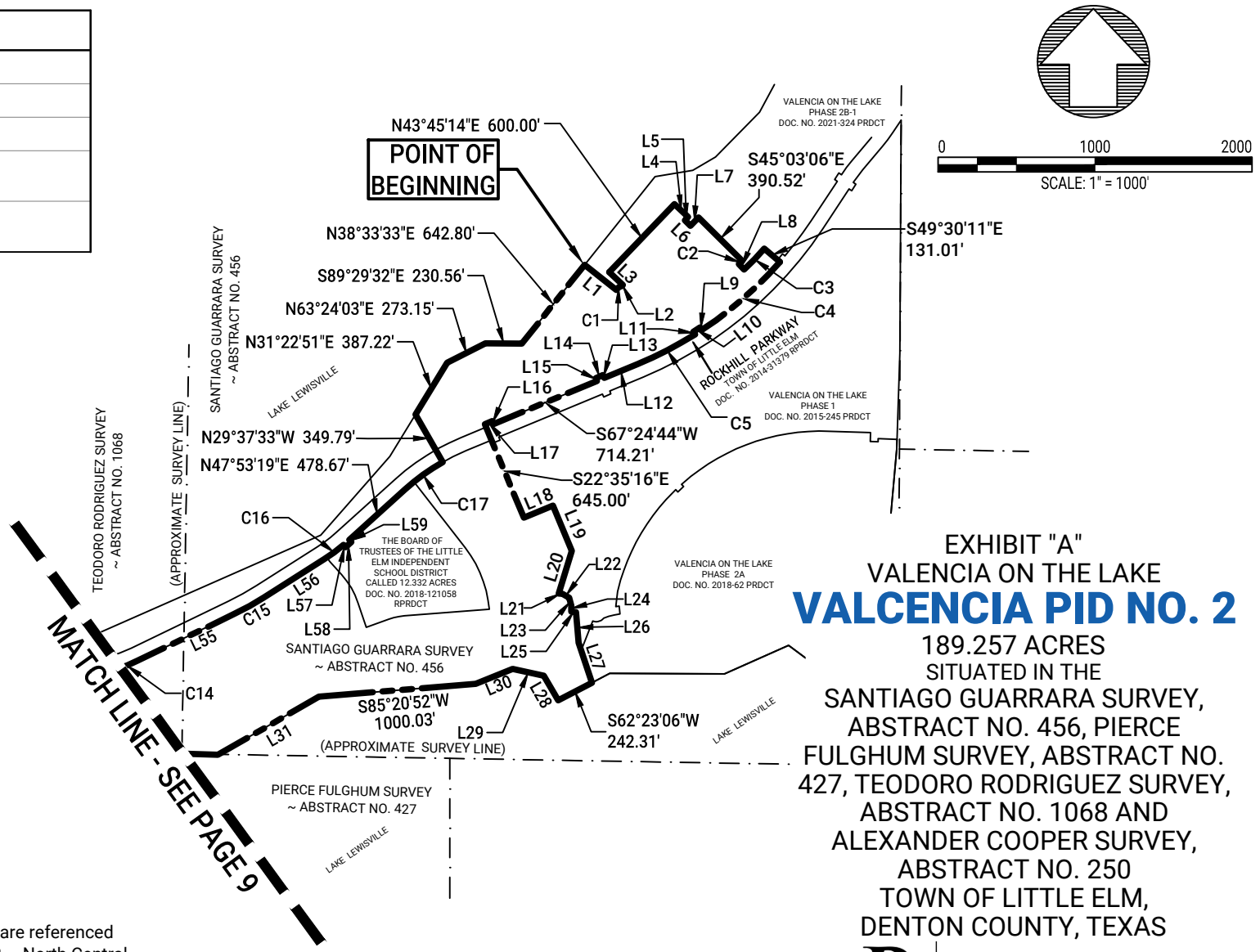


EXHIBIT "A"
VALENCIA ON THE LAKE
VALCENCIA PID NO. 2
189.257 ACRES
SITUATED IN THE
SANTIAGO GUARRARA SURVEY, ABSTRACT NO. 456, PIERCE FULGHUM SURVEY, ABSTRACT NO. 427, TEODORO RODRIGUEZ SURVEY, ABSTRACT NO. 1068 AND ALEXANDER COOPER SURVEY, ABSTRACT NO. 250
TOWN OF LITTLE ELM,
DENTON COUNTY, TEXAS

NOTES:

1. The bearings shown and recited hereon are referenced to the Texas Coordinate System of 1983 ~ North Central Zone No. 4202 - NAD 83. (All distances are surface distances with a surface to grid scale factor of 0.999849392677).
2. There are no improvements, easements or floodplain lines shown or referenced on this exhibit.
3. A description of even date attached hereto.
4. Corner Monuments referenced in the attached description are not shown plotted hereon.

"This document was prepared under 22 Texas Administrative Code §138.95, 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."

BARRAZA CONSULTING GROUP, LLC
TBPLS FIRM REG. NO. 10194538
TBPE FIRM REG. NO. 20683
801 East Campbell Road, Ste. 650
Richardson, Texas 75081
TELEPHONE - (214)-484-7055
PROJECT NO. 2019-004
DATE June 2022

TECH=BAS
SCALE 1"=1000'

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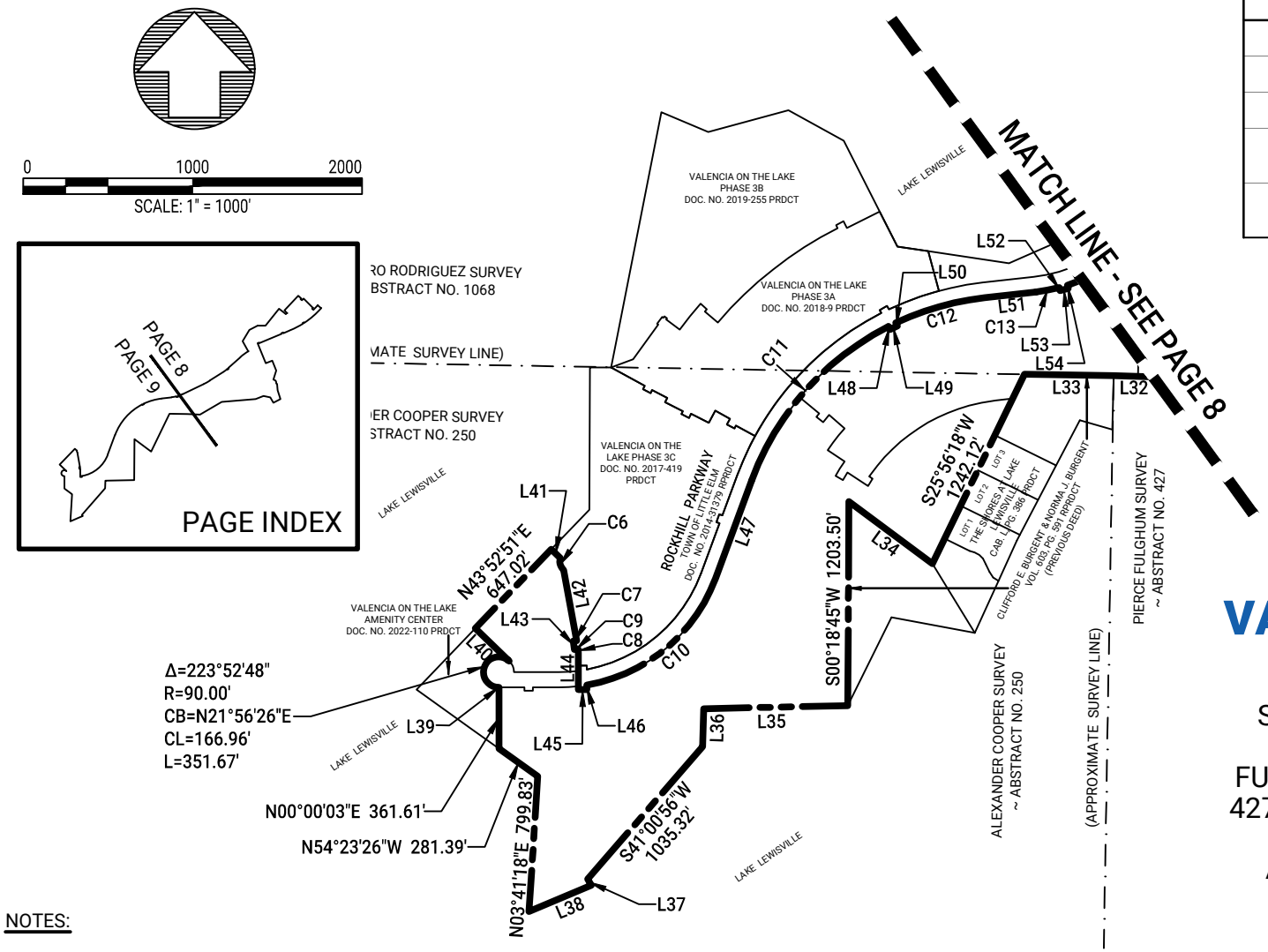

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VALENCIA ON THE LAKE

VALCENCIA PID NO. 2

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APPENDIX B
BUDGETED COSTS OF AUTHORIZED IMPROVEMENTS

BARRAZA
CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

COMMUNITY NAME:	**Valencia on the Lake**	**ACREAGE:**	174.774
PHASE:	2B2 & 4	**TOTAL LOTS:**	**535**
CITY OR TOWN:	Town of Little Elm, Denton County, Texas	**CREATED:**	07/26/22

COST SUMMARY - FUTURE PHASE 2B2 AND PHASE 4 BONDS

DIRECT COSTS	PER LOT COST	ITEM COST
GRADING - RIGHT OF WAY	$739	$395,401.86
WATER IMPROVEMENTS	$3,128	$1,673,301.50
SANITARY SEWER IMPROVEMENTS	$2,556	$1,367,548.30
STORM DRAINAGE IMPROVEMENTS	$2,654	$1,420,022.20
PAVING IMPROVEMENTS	$11,770	$6,297,077.00
OFFSITE UTILITY IMPROVEMENTS	$1,666	$891,510.00
SOFT COST IMPROVEMENTS	$2,956	$1,581,595.83
DISTRICT FORMATION	$1,318	$705,000.00
TOTAL DIRECT COST	$26,788	$14,331,456.69

APPENDIX C
LEGAL DESCRIPTION

VALENCIA ON THE LAKE
VALENCIA PID NO. 2
189.257 ACRES

BEING that certain tract of land situated in the Santiago Guarrara Survey, Abstract No. 456, the Alexander Cooper Survey, Abstract No. 250, the Pierce Fulghum Survey, Abstract No. 427, and the Teodoro Rodriguez Survey, Abstract No. 1068, in the Town of Little Elm, Denton County, Texas, and being all of that certain called 13.874 acre tract of land described as Tract I (Part of Phase 2B2), all of that certain called 139.705 acre tract of land described as Tract II (Phases 4A and 4B), and all of that certain called 6.097 acre tract of land described as Tract III (Phase 4C) in Deed to Valencia on the Lake 2B2 and 4, LLC recorded in Document Number 2021-157901, of the Real Property Records of Denton County, Texas (RPRDCT), all of that certain called 15.145 acre tract of land described in Deed to Valencia on the Lake 2B2 and 4, LLC recorded in Document Number 2021-157902, RPRDCT, all of that certain called 12.332 acre tract of land described in Deed to The Board of Trustees of the Little Elm Independent School District recorded in Document No. 2018-121058, RPRDCT, and part of that certain tract of land described in deed to the Town of Little Elm (Rockhill Parkway - called 90 foot right-of-way) recorded in Document No. 2014-31379, RPRDCT, and including an 0.026 acre portion of the called 50-foot right-of-way of Barx Drive, dedicated according to Valencia on the Lake Phase 3C, an addition to The Town of Little Elm according to Final Plat recorded in Document Number 2017-419 RPRDCT, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with cap stamped “BCG 10194538” found at the most westerly corner of Valencia on the Lake Phase 2B-1, an Addition to the Town of Little Elm Texas according to Final Plat recorded in Document No. 2021-324, of the Plat Records of Denton County, Texas (PRDCT), said iron rod also being located on the southerly line of the “Take Line” of Lake Lewisville;

THENCE leaving said “Take Line", and with the southwesterly line of said Valencia on the Lake Phase 2B-1, the following courses to 5/8-inch iron rods with cap stamped “BCG 10194538” found for corner:

South 51º26'27” East, a distance of 257.14 feet to the beginning of a non-tangent curve to the right;

Northeasterly, with said curve which has a central angle of 43°47'33", a radius of 60.00 feet, a chord which bears North 55°24'53" East, a chord distance of 44.75 feet, and an arc distance of 45.86 feet to the end of said curve;

North 43º45'14” East, a distance of 7.48 feet;

North 46º14'46” West, a distance of 120.00 feet;

North 43º45'14” East, a distance of 600.00 feet;

South 46º14'46” East, a distance of 120.00 feet;

South 43º45'14” West, a distance of 30.00 feet;

South 46º14'46” East, a distance of 50.00 feet;

North 43º45'14” East, a distance of 74.94 feet;

South 45º03'06” East, a distance of 390.52 feet to the beginning of a non-tangent curve to the right;

Southwesterly, with said curve which has a central angle of 00°45'33", a radius of 2264.00 feet, a chord which bears South 45°19'41" West, a chord distance of 30.00 feet, and an arc distance of 30.00 feet to the end of said curve;

South 44º17'32” East, a distance of 50.00 feet to being the beginning of a non-tangent curve to the left;

And northeasterly, with said curve which has a central angle of 04°35'30", a radius of 2314.00 feet, a chord which bears North 43°24'43" East, a chord distance of 185.39 feet, and an arc distance of 185.44 feet to the end of said curve;

THENCE South 49°30'11" East, passing at a distance of 111.01 feet a 5/8-inch iron rod with cap stamped "BCG 10194538" found at a southwest corner of said Valencia on the Lake Phase 2B-1, and continuing with a southwest line of said Rockhill Parkway, in all, a total distance of 131.01 feet to a point for corner located at the beginning of a non-tangent curve to the right;

THENCE with the northerly right-of-way line of said Rockhill Parkway, the following courses to 5/8-inch iron rods with cap stamped "BCG 10194538" found for corner:

Southwesterly, with said curve which has a central angle of 15°31'47", a radius of 2445.00 feet, a chord which bears South 48°50'51" West, a chord distance of 660.67 feet, and an arc distance of 662.70 feet to the end of said curve;

North 33°30'17" West, a distance of 20.00 feet;

South 57°12'14" West, a distance of 50.00 feet;

South 33°30'17" East, a distance of 20.00 feet, said iron rod being the beginning of a non-tangent curve to the right;

Southwesterly, with said curve which has a central angle of 09°37'40", a radius of 2445.00 feet, a chord which bears South 62°35'53" West, a chord distance of 410.37 feet, and an arc distance of 410.85 feet to the end of said curve;

South 67°24'44" West, a distance of 231.77 feet;

North 22°35'16" West, a distance of 20.00 feet;

South 67°24'44" West, a distance of 50.00 feet;

South 22°35'16" East, a distance of 20.00 feet;

South 67°24'44" West, a distance of 714.21 feet;

North 22°35'16" West, a distance of 20.00 feet;

And South 67°24'44" West, a distance of 50.00 feet;

THENCE South 22°35'16" East, passing at a distance of 20.00 feet a 5/8-inch iron rod with cap stamped "BCG 10194538" found on said northerly right-of-way line of Rockhill Parkway, continuing over and across said Rockhill Parkway, passing at a distance of 110.00 feet an "X" cut in concrete found at the northeast corner of said called 139.705 acre tract of land described as Tract II (Phases 4A and 4B), passing at a distance of 140.00 feet a 5/8-inch iron rod with cap stamped "PETITT-RPLS 4087" found at the most westerly northwest corner of Valencia on the Lake Phase 1, an Addition to the Town of Little Elm Texas according to Final Plat recorded in Document No. 2015-245, PRDCT, continuing with the southwesterly line of said Valencia on the Lake Phase 1, in all, a total distance of 645.00 feet to a 5/8-inch iron rod with cap stamped "PETITT-RPLS 4087" found for corner;

THENCE with said southwesterly line of Valencia on the Lake Phase 1, the following courses to 5/8-inch iron rods with cap stamped "PETITT-RPLS 4087" found for corner:

North 67°24'44" East, a distance of 200.32 feet;

South 22°35'16" East, a distance of 312.29 feet;

South 17°05'19" West, a distance of 283.91 feet;

South 85°49'57" East, a distance of 23.24 feet;

South 60°11'21" East, a distance of 50.30 feet;

South 14°40'15" East, a distance of 50.96 feet;

South 00°02'26" West, a distance of 39.41 feet;

South 83°27'48" East, a distance of 31.28 feet;

South 04°48'46" East, a distance of 195.51 feet;

THENCE South 18°25'34" East, passing at a distance of 51.10 feet the southwest corner of said Valencia on the Lake Phase 1, and continuing with the westerly line of Valencia on the Lake Phase 2A, an Addition to the Town of Little Elm, Texas according to Final Plat recorded in Document Number 2018-62, PRDCT, in all, a total distance of 267.83 feet to a 5/8-inch iron rod with cap stamped "PETITT-RPLS 4087" found for corner at the southwest corner of said Valencia on the Lake Phase 2A, and being located on the northerly "Take Line" of said Lake Lewisville;

THENCE with said northerly "Take Line" of Lake Lewisville, the following courses:

South 62°23'06" West, a distance of 242.31 feet to a U.S.A.C.O.E. Fence Post Marked JP-5E found for corner;

North 30°02'10" West, a distance of 182.02 feet to a U.S.A.C.O.E. Fence Post Marked JP-5F found for corner;

North 77°58'31" West, a distance of 203.63 feet to a U.S.A.C.O.E. Fence Post Marked JP-5G found for corner;

South 67°53'16" West, a distance of 253.98 feet to a U.S.A.C.O.E. Monument Marked J-809-2-3 found for corner;

South 85°20'52" West, a distance of 1000.03 feet to a U.S.A.C.O.E. Monument Marked J-809-2-2 found for corner;

South 60°04'23" West, a distance of 742.15 feet to a U.S.A.C.O.E. Monument Marked J-809-2-1 found for corner;

And North 88°13'22" West, a distance of 373.76 feet to a U.S.A.C.O.E. Monument (disturbed) found for the northeast corner of that certain tract of land described in deed to Clifford E. Burgent and Norma J. Burgent recorded in Volume 603, Page 591, RPRDCT;

THENCE North 89°11'54" West, with a northerly line of said Burgent tract, a distance of 526.42 feet to a 1/2-inch iron rod found for corner;

THENCE South 25°56'18" West, with a westerly line of said Burgent tract, a distance of 1242.12 feet to a 1-inch iron rod found at an "ell"corner of said Burgent tract;

THENCE North 53°26'05" West, with a northerly line of said Burgent tract, a distance of 613.52 feet to a 1-inch iron rod found at the most northerly corner of said Burgent tract;

THENCE South 00°18'45" West, with the west line of said Burgent tract, a distance of 1203.50 feet to a 5/8-inch iron rod with cap stamped "PETITT-RPLS 4087" found on said northerly "Take Line" of Lake Lewisville;

THENCE with the northerly "Take Line" of Lake Lewisville, the following courses:

South 88°44'53" West, a distance of 850.88 feet to a U.S.A.C.O.E. Monument Marked H-723-A found for corner;

South 01°32'31" West, a distance of 224.05 feet to a 1/2-inch iron rod found for corner;

South 41°00'56" West, a distance of 1035.32 feet to a 5/8-inch iron rod with cap stamped “PETITT-RPLS 4087” found for corner;

South 31°43'14" East, a distance of 42.77 feet to a U.S.A.C.O.E. Monument Marked H-725-6 found for corner;

South 67°02'07" West, a distance of 399.58 feet to a U.S.A.C.O.E. Monument Marked H-725-5 found for corner;

North 03°41'18” East, a distance of 799.83 feet to a U.S.A.C.O.E. Monument Marked H-725-4 found for corner;

And North 54°23'26” West, a distance of 281.39 feet to a 5/8-inch iron rod with cap stamped “BCG 10194538” found for corner at the south corner of Valencia on the lake Amenity Center, an addition to the Town of Little Elm according to Final Plat recorded in Document No. 2022-110, PRDCT;

THENCE North 00°00'03” East, leaving said “Take Line” of Lake Lewisville, and with the east line of said Valencia on the lake Amenity Center, a distance of 361.61 feet to a 5/8-inch iron rod with cap stamped “BCG 10194538” found for corner on the southerly right-of-way line of said Rockhill Parkway;

THENCE North 89º59’57” West, with said southerly right-of-way line of Rockhill Parkway, a distance of 1.93 feet to a 5/8-inch iron rod with cap stamped “PETITT-RPLS 4087” found for corner at the beginning of a tangent curve to the right;

THENCE northeasterly, with the westerly right-of-way line of Rockhill Parkway, and with said curve which has a central angle of 223º52’46”, a radius of 90.00 feet, a chord which bears North 21º56’26” East, a chord distance of 166.96 feet, and an arc distance of 351.67 feet to the end of said curve, a 5/8-inch iron rod with cap stamped “PETITT-RPLS 4087” found for corner at the most easterly corner of said Valencia on the Lake Amenity Center;

THENCE North 46º07’09” West, with the northeast line of said Valencia on the Lake Amenity Center, a distance of 278.39 feet to a 5/8-inch iron rod with cap stamped “PETITT-RPLS 4087” found for corner on the southeasterly line of said “Take Line” of Lake Lewisville;

THENCE North 43°52'51” East, with said southeasterly “Take Line” of Lake Lewisville, a distance of 647.02 feet to a 5/8-inch iron rod with cap stamped “PETITT-RPLS 4087” found for corner at the most westerly corner of Valencia on the Lake Phase 3C, an Addition to The Town of Little Elm according to Final Plat recorded in Document Number 2017-419 RPRDCT;

THENCE with the southwesterly line of said Valencia on the Lake Phase 3C, the following courses:

South 46°07'09" East, a distance of 74.59 feet to a 5/8-inch iron rod with cap stamped “PETITT-RPLS 4087” found for corner at the beginning of a non-tangent curve to the left;

And southeasterly, with said curve which has a central angle of 68°20'56", a radius of 65.00 feet, a chord which bears South 15°58'22" East, a distance of 73.02 feet, and an arc distance of 77.54 feet to the end of said curve, a 5/8-inch iron rod with cap stamped “PETITT-RPLS 4087” found for corner;

THENCE South 10°25'55" East, continuing with the southwesterly line of said Valencia on the Lake Phase 3C, and over and across said right-of-way of Barx Drive, dedicated according to Valencia on the Lake Phase 3C, a distance of 423.55 feet to an "X" cut in concrete found for corner at the beginning of a non-tangent curve to the right;

THENCE with said southwesterly line of Valencia on the Lake Phase 3C, the following courses:

Southwesterly, with said curve which has a central angle of 01°35'54", a radius of 717.00 feet, a chord which bears South 82°21'55" West, a distance of 20.00 feet, and an arc distance of 20.00 feet to the end of said curve, a 5/8-inch iron rod with cap stamped “PETITT-RPLS 4087” found for corner;

South 06°50'08" East, a distance of 50.00 feet to a 5/8-inch iron rod with cap stamped “PETITT-RPLS 4087” found for corner at the beginning of a non-tangent curve to the left;

Northeasterly, with said curve which has a central angle of 01°39'45", a radius of 767.00 feet, a chord which bears North 82°19'59" East, a distance of 22.26 feet, and an arc distance of 22.26 feet to the end of said curve, an "X" cut in concrete found for corner at the beginning of a non-tangent curve to the right;

And southeasterly, with said curve which has a central angle of 05°21'24", a radius of 225.00 feet, a chord which bears South 02°40'39" East, a distance of 21.03 feet, and an arc distance of 21.04 feet to the end of said curve, a 5/8-inch iron rod with cap stamped “PETITT-RPLS 4087” found or corner;

THENCE South 00°00'03" West, passing at a distance of 108.08 feet a 5/8-inch iron rod with cap stamped “PETITT-RPLS 4087” found at the southeast corner of said Tract III (Phase 4C), located on the northerly right-of-way line of Rockhill Parkway, continuing over and across said Rockhill Parkway, in all, a total distance of 219.51 feet to a 5/8-inch iron rod with cap stamped “PETITT-RPLS 4087” found for corner on said southerly right-of-way line of Rockhill Parkway;

THENCE with said southerly right-of-way line of Rockhill Parkway, the following courses:

South 89°59'57" East, a distance of 50.00 feet to a 5/8-inch iron rod with cap stamped “PETITT-RPLS 4087” found for corner;

North 00°00'03" East, a distance of 27.91 feet to an “X” cut in concrete found for corner at the beginning of a non-tangent curve to the left;

Northeasterly, with said curve which has a central angle of 60°07'30", a radius of 985.00 feet, a chord which bears North 50°20'02” East, a distance of 986.86 feet, and an arc distance of 1033.64 feet to the end of said curve, a 5/8-inch iron rod with cap stamped “PETITT-RPLS 4087” found for corner;

North 20°16'17" East, a distance of 616.39 feet to a 5/8-inch iron rod with cap stamped “PETITT-RPLS 4087” found for corner at the beginning of a tangent curve to the right;

Northeasterly, with said curve which has a central angle of 42º44’37", a radius of 1665.00 feet, a chord which bears North 41°38’36” East, a chord distance of 1213.51 feet, and an arc distance of 1242.12 feet to the end of said curve, a 5/8-inch iron rod with cap stamped “BCG 10194538” found for corner;

South 26°05'42" East, a distance of 20.00 feet;

North 63°52'30" East, a distance of 50.00 feet;

North 26°05'42" West, a distance of 20.00 feet, said iron rod being the beginning of a non-tangent curve to the right;

Northeasterly, with said curve which has a central angle of 18°47'50", a radius of 1665.00 feet, a chord which bears North 74°08'04" East, a distance of 543.80 feet, and an arc distance of 546.25 feet to the end of said curve;

North 83°31'59" East, a distance of 302.69 feet, said iron rod being the beginning of a tangent curve to the left;

Northeasterly, with said curve which has a central angle of 08°12'08", a radius of 995.00 feet, a chord which bears North 79°25'55" East, a distance of 142.32 feet, and an arc distance of 142.44 feet to the end of said curve;

South 16°06'32" East, a distance of 20.00 feet;

North 73°53'28" East, a distance of 50.00 feet;

North 16°06'32" West, a distance of 20.00 feet, said iron rod being the beginning of a non-tangent curve to the left;

Northeasterly, with said curve which has a central angle of 08°16'25", a radius of 995.00 feet, a chord which bears North 68°18'52" East, a distance of 143.55 feet, and an arc distance of 143.68 feet to the end of said curve;

North 64°10'40" East, a distance of 689.07 feet, said iron rod being the beginning of a tangent curve to the left;

Northeasterly, with said curve which has a central angle of 06°36'01", a radius of 1845.00 feet, a chord which bears North 60°52'40" East, a distance of 212.42 feet, and an arc distance of 212.54 feet to the end of said curve;

North 57°34'39" East, a distance of 457.24 feet, said iron rod being the beginning of a tangent curve to the left;

Northeasterly, with said curve which has a central angle of 08°14’55", a radius of 1045.00 feet, a chord which bears North 53°27’12" East, a chord distance of 150.32 feet, and an arc distance of 150.44 feet to the end of said curve,

South 42°02'31" East, a distance of 20.00 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" found for corner;

North 48°16'01" East, a distance of 50.00 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" found for corner;

North 42°02'31" West, a distance of 20.00 feet to an "X" cut in concrete found for corner;

North 47°53'19" East, a distance of 478.67 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" found for corner at the beginning of a tangent curve to the right;

And northeasterly, with said curve which has a central angle of 12°29’10", a radius of 1355.00 feet, a chord which bears North 54°07’54" East, a chord distance of 294.70 feet, and an arc distance of 295.29 feet to the end of said curve;

THENCE North 29º37’33” West, over and across said right-of-way of Rockhill Parkway, passing at a distance of 90.00 feet the southwest corner of said called 13.874 acre tract of land described as Tract I (Part of Phase 2B2), continuing with the southwest line of said Tract I, in all, a total distance of 349.79 feet to a 5/8-inch iron rod with cap stamped “BCG 10194538” found for corner on said southerly “Take Line” of Lake Lewisville, from which a U.S.A.C.O.E. monument marked J-809-1/3 found bears South 31°22'51" West, a distance of 313.07 feet;

THENCE with said southerly “Take Line”, the following courses:

North 31°22'51" East, a distance of 387.22 feet to a U.S.A.C.O.E. monument marked J-809-2 found for corner;

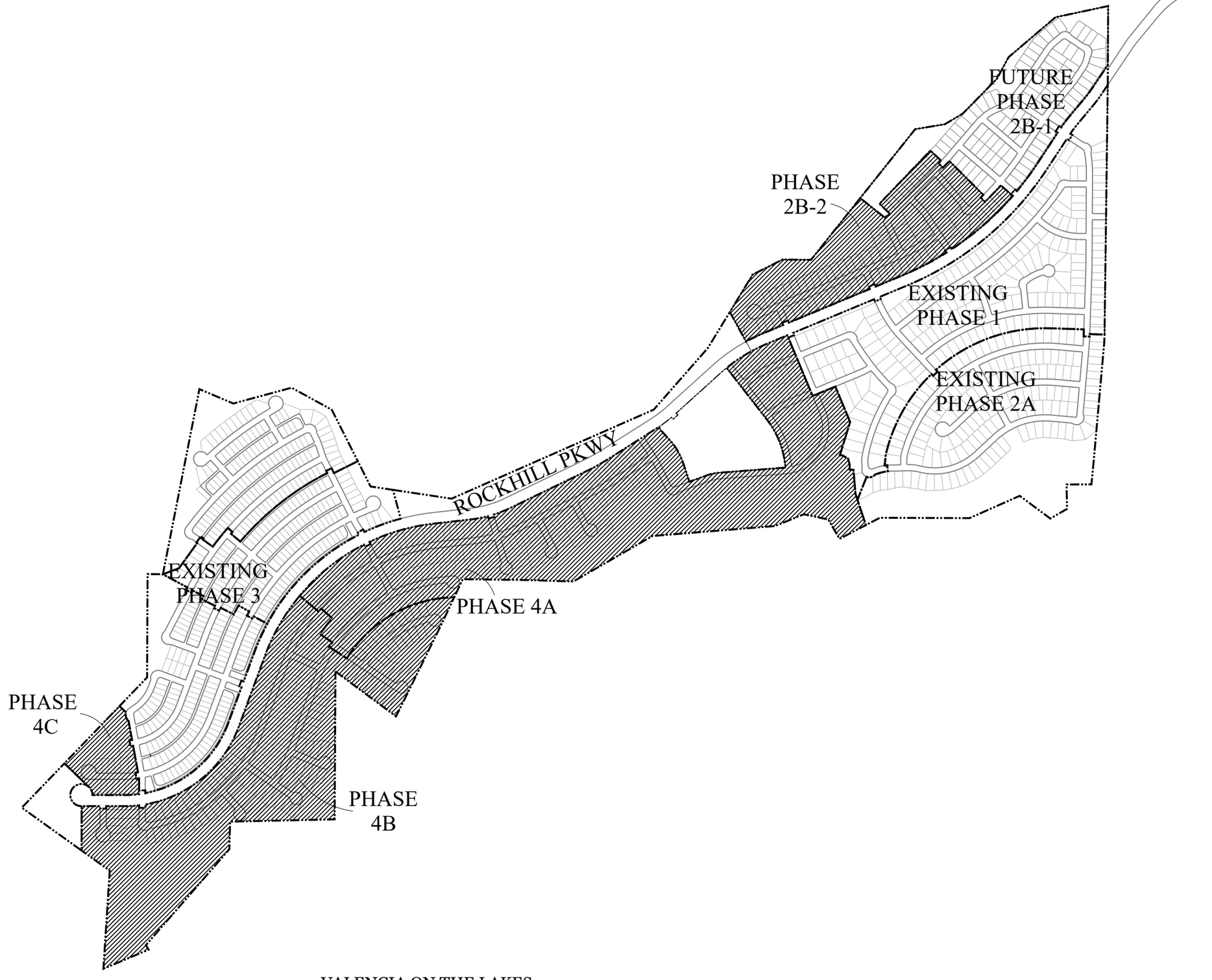
North 63°24'03" East, a distance of 273.15 feet to a U.S.A.C.O.E. monument marked J-840-1 found for corner;

South 89°29'32" East, a distance of 230.56 feet to a 5/8-inch iron rod with cap stamped “BCG 10194538” found for corner;

And North 38°33'33" East, a distance of 642.80 feet to the POINT OF BEGINNING and containing an area of 189.257 acres of land.

"This document was prepared under 22 Texas Administrative Code §138.95, 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."

APPENDIX D
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS



VALENCIA ON THE LAKES
IMPROVEMENT AREAS PHASE 2B2, 4A, 4B, &4C
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

BARRAZA
CONSULTING GROUP, LLC
PLANNING • ENGINEERING

SCALE: 1"=400'

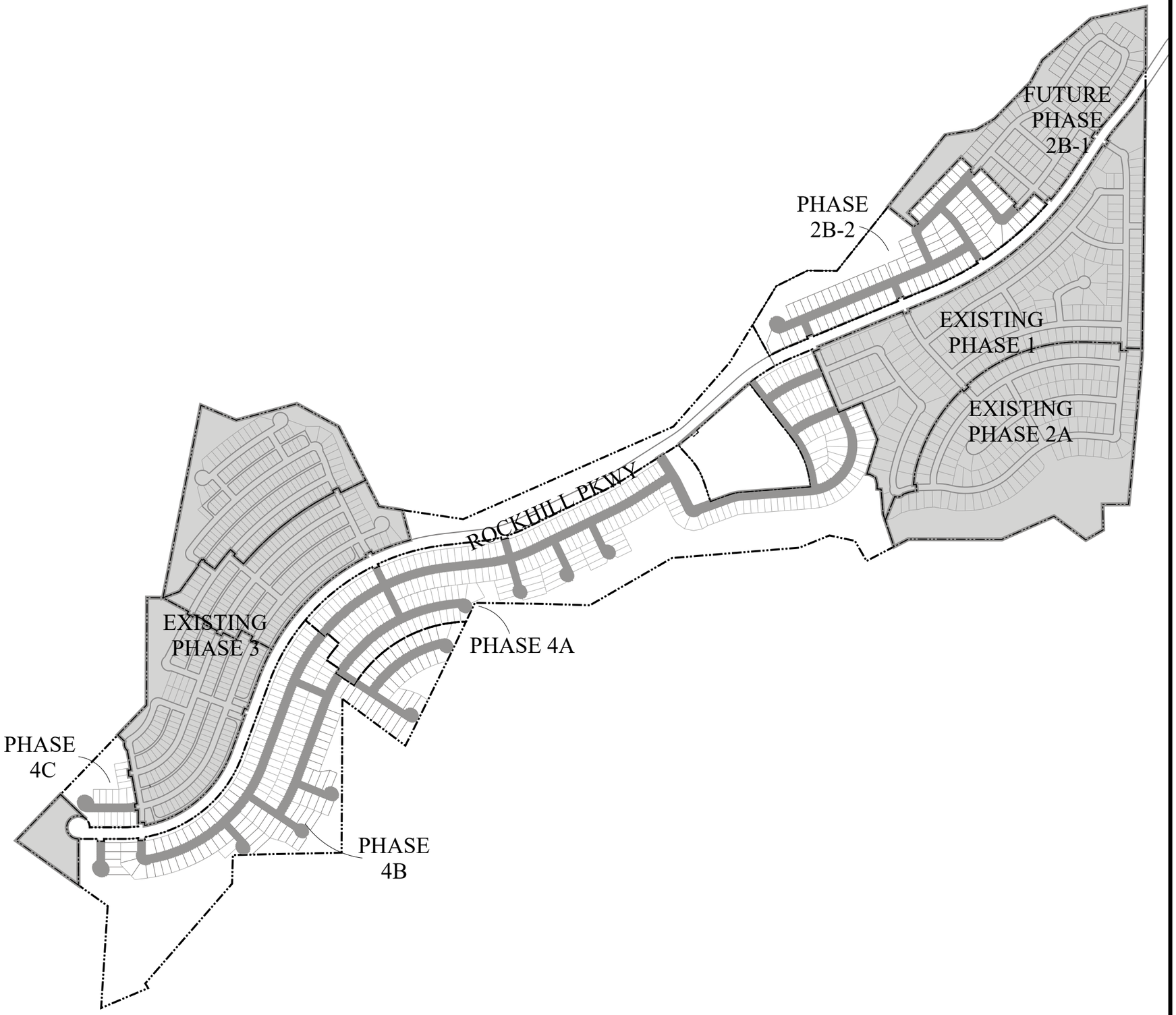
CENTURION AMERICAN

S:\2019\2019004-00 Valencia\CAD\04-EXHIBITS\2019004-00LP11Valencia PID Improvements 2B2, 4A, 4B, &4C.dwg Jul 27,2022 - 2:39 pm chancock

Right-of-Way Totals

DATA TABLE

Phase:	Total
	SQ FT
Phase 2B-2	122,752
Phase 4A	529,646
Phase 4B	367,385
Phase 4C	28,401
Total	1,048,184



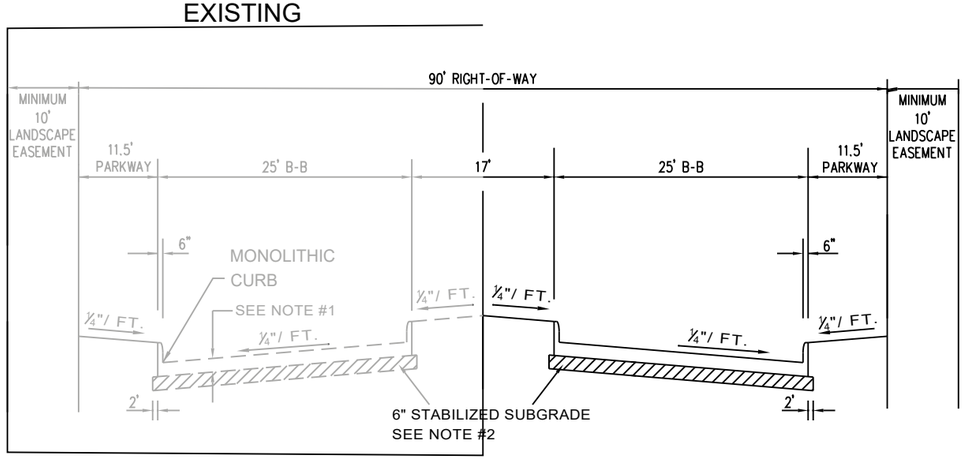
VALENCIA ON THE LAKES
RIGHT-OF-WAY TOTALS PHASE 2B-2, 4A, 4B, & 4C
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

SCALE: 1"=400'

CENTURION AMERICAN

S:\2019\2019004-00 Valencia\CAD\04-EXHIBITS\2019004-00LP11Valencia ROW Exhibit Phase 2B2, 4A, 4B, &4C.dwg Jul 27,2022 - 2:41 pm chancock

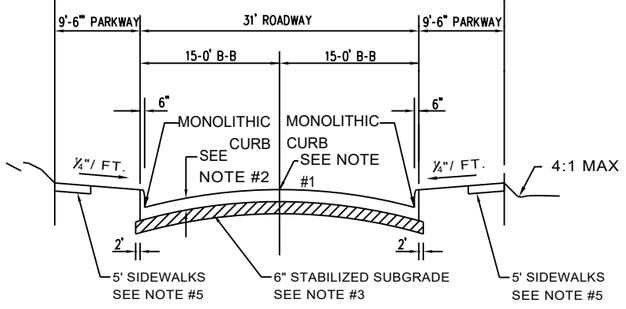


NOTES:

1. 8" REINF. CONC. PVMT. THICKNESS (4,000 PSI) #4 BARS @ 18" OCEW
2. RATE OF LIME/CEMENT APPLICATION TO BE DETERMINED BY LIME SERIES TEST (37 LBS/SQ YD PER GEOTECHNICAL CONSULTANT)
3. 4" REINF. CONC. SIDEWALK (3,500 PSI) WITH #3 BARS @ 18" OCEW 1 1/2" SAND (MIN.) UNDER THE SIDEWALK. SUBGRADE (INCLUDING SAND) SHALL BE COMPACTED TO 95% DENSITY

SECTION A-A
TYPICAL ROCKHILL PARKWAY SECTION

SCALE: NTS

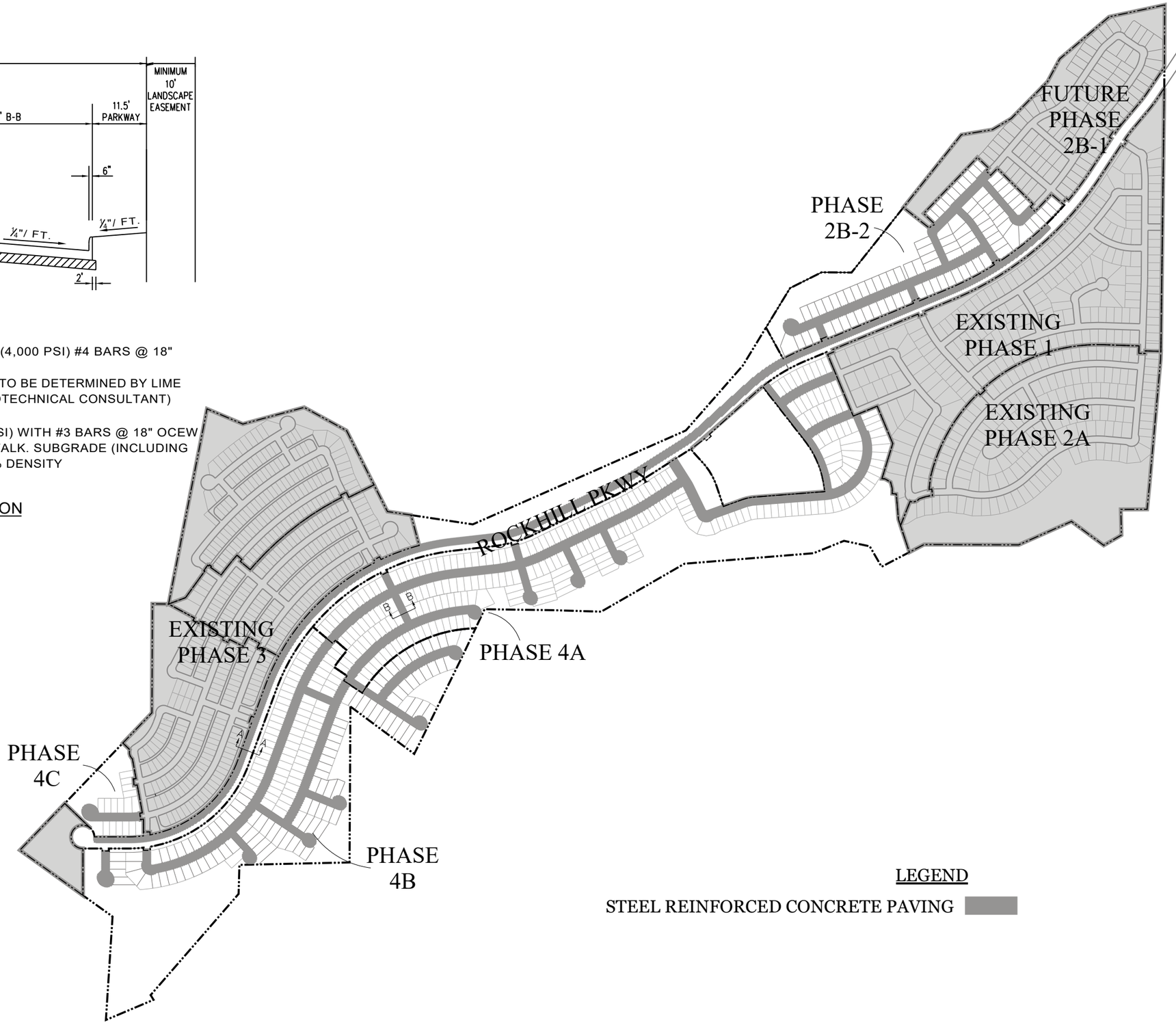


NOTES:

1. 6" CROWN FOR 31' B-B STREET, SAWED LONGITUDINAL DUMMY JOINT
2. 6" REINF. CONC. PVMT. THICKNESS (4,000 PSI PER NCTCOG ITEM 303.3.4.2-CLASS P1) #4 BARS @ 18" OCEW
3. RATE OF LIME\CEMENT APPLICATION TO BE DETERMINED BY LIME SERIES TEST (37 LBS/SQ YD PER GEOTECHNICAL CONSULTANT)
4. CONTRACTOR TO CUT STREET TO 5 FEET BEHIND BACK OF CURB @ SUBGRADE DEPTH.
5. 4" REINF. CONC. SIDEWALK (3,500 PSI) WITH #3 BARS @ 18" OCEW 1 1/2" SAND (MIN.) UNDER THE SIDEWALK. SUBGRADE (INCLUDING SAND) SHALL BE COMPACTED TO 95% DENSITY

SECTION B-B
TYPICAL RESIDENTIAL PAVING SECTION

SCALE: NTS



LEGEND

STEEL REINFORCED CONCRETE PAVING

VALENCIA ON THE LAKES
PAVING IMPROVEMENTS
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

SCALE: 1"=400'

CENTURION AMERICAN

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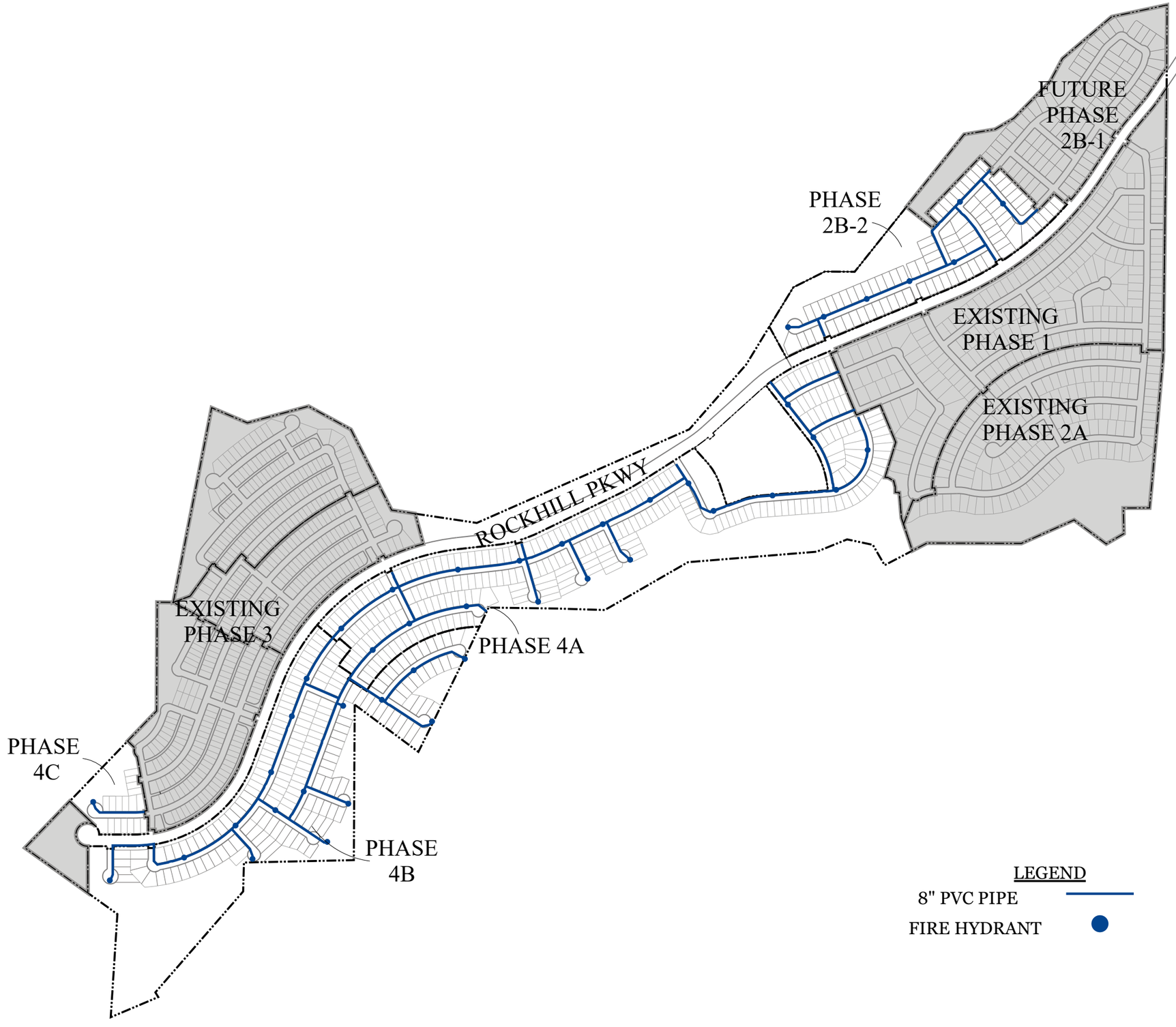

LEGEND

8" PVC PIPE

FIRE HYDRANT

VALENCIA ON THE LAKES
WATER IMPROVEMENTS
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

SCALE: 1"=400'

BARRAZA
CONSULTING GROUP, LLC
PLANNING • ENGINEERING

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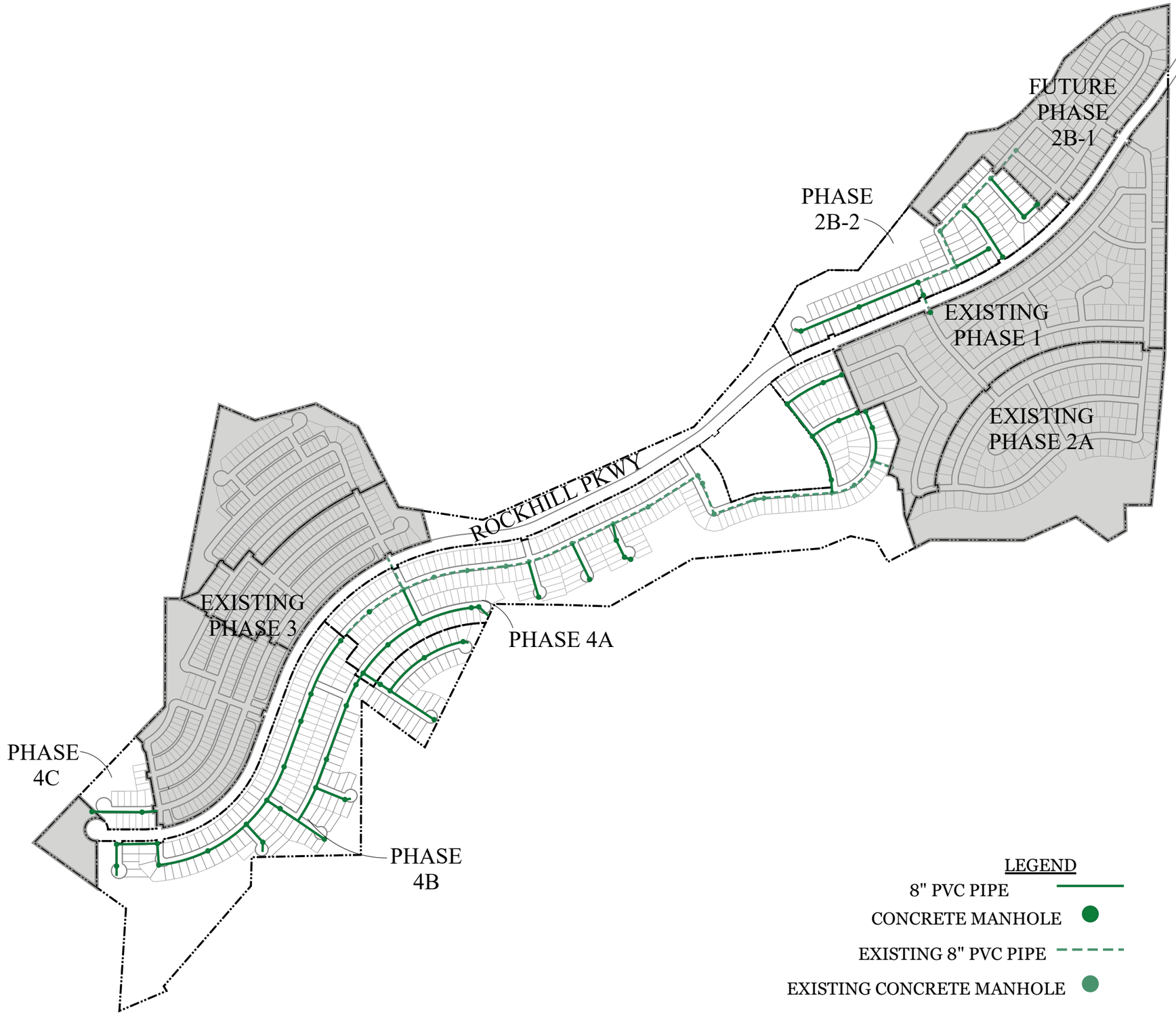

LEGEND

8" PVC PIPE

CONCRETE MANHOLE

EXISTING 8" PVC PIPE

EXISTING CONCRETE MANHOLE

VALENCIA ON THE LAKES
WASTEWATER IMPROVEMENTS
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

BARRAZA
CONSULTING GROUP, LLC
PLANNING • ENGINEERING

SCALE: 1"=400'

CENTURION AMERICAN

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APPENDIX E
PID DISCLOSURE

AFTER RECORDING RETURN TO:

_____
_____
_____
_____
_____][1]

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
TOWN OF LITTLE ELM, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE _____ PRINCIPAL ASSESSMENT: $_____

As the purchaser of the real property described above, you are obligated to pay assessments to the Town of Little Elm, Texas (the "Town"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Valencia Public Improvement District No. 2*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the Town. The exact amount of each annual installment will be approved each year by the Town Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the Town.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF DENTON §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF DENTON §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

APPENDIX F
ASSESSMENT PER UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE EQUIVALENTS

Appendix F

For purposes of calculating and allocating the Assessments, the Assessed Property has been classified in one of two Lot Types.

"Lot Type 1" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 60 feet.

"Lot Type 2" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 50 feet.

A) Proposed Development

Table F-1 shows the proposed residential units to be developed within the PID.

Table F-1
Proposed Development within the PID

Description	Proposed Development	
Lot Type 1 (60 Ft)	196	Units
Lot Type 2 (50 Ft)	339	Units
Total	**535**	**Units**

B) Calculation of Equivalent Units

As explained under Section IV, for purpose of this Service and Assessment Plan, the Town Council has determined that the Budgeted Costs of the Authorized Improvements to be financed with the Bonds shall be allocated to the Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units.

For purposes of this Plan, the Town Council has determined that the Assessments shall be allocated to the Assessed Property on the basis of the average home value of each Lot Type, and that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly benefited. In determining the average home value of each Lot Type, the Town Council has taken into consideration (i) the type of lots (i.e.,60 Ft lots, 50 Ft lots, etc.); (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements.

Having taken into consideration the matters described above, the Town Council has determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the "Lot Types" defined above. These classifications (from Lot Type 1 (60 Ft Lots) representing the highest value to Lot Type 2 (50 Ft Lot) representing the lowest value for residential lots are set forth in Table F-2. Assessments are allocated to each Lot Type on the basis of the average home value for each class of lots. This is accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio

of the average value of lots within each assessment class, setting the Equivalent Unit factor for Lot Type 1 (60 Ft Lots) to 1.0.

Table F-2
Equivalent Unit Factors

Lot Type	Estimated Average Value	Equivalent Unit Factor	
Lot Type 1 (60 Ft)	$500,000	1.00	per dwelling unit
Lot Type 2 (50 Ft)	$410,000	0.82	per dwelling unit

The total Equivalent Units for the PID are shown in Table F-3 as calculated based on the Equivalent Unit factors shown in Table F-2, estimated Lot Types and number of units estimated to be built within the PID.

Table F-3
Equivalent Units- PID

Description	Planned No. of Units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (60 Ft)	196	1.00	196.00
Lot Type 2 (50 Ft)	339	0.82	277.98
Total	**535**		**473.98**

C) Allocation of Assessments to Lots within the PID

The total amount of the Series 2022 PID Bonds, which represents the total Assessment to be allocated on all Parcels within the PID, is $16,300,000. As shown in Table F-3, there are a total of 473.98 Equivalent Units resulting in an Assessment per Unit of $34,389.64 (i.e., $16,300,000 ÷ 473.98 = $34,389.64).

Table F-4 sets forth the Assessment per dwelling unit within the PID.

Table F-4
Assessment Per Unit – PID

Description	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessments
Lot Type 1 (60 Ft)	196	$34,389.64	1.00	$34,389.64	per dwelling unit	$6,740,369
Lot Type 2 (50 Ft)	339	$34,389.64	0.82	$28,199.50	per dwelling unit	$9,559,631
Total	**535**					**$16,300,000**

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table F-5.

Table F-5
Projected Leverage – PID

Description	Planned No. of Units/1,000 GSF	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (60 Ft)	196	$84,000	$500,000	$34,389.64	2.44	14.54
Lot Type 2 (50 Ft)	339	$70,000	$410,000	$28,199.50	2.48	14.54

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table F-6.

Table F-6
Estimated Tax Rate Equivalent per unit – PID

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (60 Ft)	196	$84,000	$500,000	$2,756	$3.28	$0.5513
Lot Type 2 (50 Ft)	339	$70,000	$410,000	$2,260	$3.23	$0.5513

The Assessment and Annual Installments for each Parcel or Lot located within the PID is shown on the Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

APPENDIX G
PROPOSED ASSESSMENT ROLL

Appendix G-1
Proposed Assessment Roll

Parcel	**All Parcels[5]**
Equivalent Units	**473.98**
Assessment	**$16,300,000**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
9/1/2023	$0	$791,456	$0	$0	($791,456)	$0
9/1/2024	$226,000	$937,250	$61,200	$81,500	$0	$1,305,950
9/1/2025	$239,000	$924,255	$62,424	$80,370	$0	$1,306,049
9/1/2026	$253,000	$910,513	$63,672	$79,175	$0	$1,306,360
9/1/2027	$267,000	$895,965	$64,946	$77,910	$0	$1,305,821
9/1/2028	$283,000	$880,613	$66,245	$76,575	$0	$1,306,432
9/1/2029	$299,000	$864,340	$67,570	$75,160	$0	$1,306,070
9/1/2030	$317,000	$847,148	$68,921	$73,665	$0	$1,306,734
9/1/2031	$335,000	$828,920	$70,300	$72,080	$0	$1,306,300
9/1/2032	$355,000	$809,658	$71,706	$70,405	$0	$1,306,768
9/1/2033	$375,000	$789,245	$73,140	$68,630	$0	$1,306,015
9/1/2034	$397,000	$767,683	$74,602	$66,755	$0	$1,306,040
9/1/2035	$421,000	$744,855	$76,095	$64,770	$0	$1,306,720
9/1/2036	$446,000	$720,648	$77,616	$62,665	$0	$1,306,929
9/1/2037	$472,000	$695,003	$79,169	$60,435	$0	$1,306,606
9/1/2038	$500,000	$667,863	$80,752	$58,075	$0	$1,306,690
9/1/2039	$529,000	$639,113	$82,367	$55,575	$0	$1,306,055
9/1/2040	$561,000	$608,695	$84,014	$52,930	$0	$1,306,639
9/1/2041	$594,000	$576,438	$85,695	$50,125	$0	$1,306,257
9/1/2042	$630,000	$542,283	$87,409	$47,155	$0	$1,306,846
9/1/2043	$667,000	$506,058	$89,157	$44,005	$0	$1,306,219
9/1/2044	$707,000	$467,705	$90,940	$40,670	$0	$1,306,315
9/1/2045	$750,000	$427,053	$92,759	$37,135	$0	$1,306,946
9/1/2046	$795,000	$383,928	$94,614	$33,385	$0	$1,306,926
9/1/2047	$843,000	$338,215	$96,506	$29,410	$0	$1,307,131
9/1/2048	$893,000	$289,743	$98,436	$25,195	$0	$1,306,374
9/1/2049	$947,000	$238,395	$100,405	$20,730	$0	$1,306,530
9/1/2050	$1,004,000	$183,943	$102,413	$15,995	$0	$1,306,351
9/1/2051	$1,065,000	$126,213	$104,461	$10,975	$0	$1,306,649
9/1/2052	$1,130,000	$64,975	$106,551	$5,650	$0	$1,307,176
Total[4]	**$16,300,000**	**$18,468,163**	**$2,374,085**	**$1,537,105**	**($791,456)**	**$37,887,897**

[1]The 9/30/20XX dates represent the fiscal year end for the Series 2022 PID Bonds.

[2]Annual Installments are calculated using an estimated interest rate of 5.75% and will be updated with the actual interest rate on the Series 2022 PID Bonds at final pricing. Each value is rounded to the nearest whole number.

[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Assumes Administrative Expenses in 2023 are funded with bond proceeds.

[4] Rounded.

[5]The parcels within the PID, as identified on Denton CAD, include 38646, 986670, 958385, 986672, 683675, 986673, 96674, 584981, and 986675.

Appendix G-2
Proposed Assessment Roll by Lot Type

Parcel	**Lot Type 1 (60 Ft)[5]**
Equivalent Units	**$34,389.64**
Assessment	**1.00**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
9/1/2023	$0	$1,670	$0	$0	($1,670)	$0
9/1/2024	$477	$1,977	$129	$172	$0	$2,755
9/1/2025	$504	$1,950	$132	$170	$0	$2,755
9/1/2026	$534	$1,921	$134	$167	$0	$2,756
9/1/2027	$563	$1,890	$137	$164	$0	$2,755
9/1/2028	$597	$1,858	$140	$162	$0	$2,756
9/1/2029	$631	$1,824	$143	$159	$0	$2,756
9/1/2030	$669	$1,787	$145	$155	$0	$2,757
9/1/2031	$707	$1,749	$148	$152	$0	$2,756
9/1/2032	$749	$1,708	$151	$149	$0	$2,757
9/1/2033	$791	$1,665	$154	$145	$0	$2,755
9/1/2034	$838	$1,620	$157	$141	$0	$2,755
9/1/2035	$888	$1,571	$161	$137	$0	$2,757
9/1/2036	$941	$1,520	$164	$132	$0	$2,757
9/1/2037	$996	$1,466	$167	$128	$0	$2,757
9/1/2038	$1,055	$1,409	$170	$123	$0	$2,757
9/1/2039	$1,116	$1,348	$174	$117	$0	$2,756
9/1/2040	$1,184	$1,284	$177	$112	$0	$2,757
9/1/2041	$1,253	$1,216	$181	$106	$0	$2,756
9/1/2042	$1,329	$1,144	$184	$99	$0	$2,757
9/1/2043	$1,407	$1,068	$188	$93	$0	$2,756
9/1/2044	$1,492	$987	$192	$86	$0	$2,756
9/1/2045	$1,582	$901	$196	$78	$0	$2,757
9/1/2046	$1,677	$810	$200	$70	$0	$2,757
9/1/2047	$1,779	$714	$204	$62	$0	$2,758
9/1/2048	$1,884	$611	$208	$53	$0	$2,756
9/1/2049	$1,998	$503	$212	$44	$0	$2,757
9/1/2050	$2,118	$388	$216	$34	$0	$2,756
9/1/2051	$2,247	$266	$220	$23	$0	$2,757
9/1/2052	$2,384	$137	$225	$12	$0	$2,758
Total[4]	**$34,390**	**$38,964**	**$5,009**	**$3,243**	**($1,670)**	**$79,936**

[1]The 9/30/20XX dates represent the fiscal year end for the Series 2022 PID Bonds.
[2]Annual Installments are calculated using an estimated interest rate of 5.75% and will be updated with the actual interest rate on the Series 2022 PID Bonds at final pricing. Each value is rounded to the nearest whole number.
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Assumes Administrative Expenses in 2023 are funded with bond proceeds.
[4] Rounded.
[5]The parcels within the PID, as identified on Denton CAD, include 38646, 986670, 958385, 986672, 683675, 986673, 96674, 584981, and 986675.

Appendix G-3
Proposed Assessment Roll by Lot Type

Parcel	**Lot Type 2 (50 Ft)[5]**
Equivalent Units	**$28,199.50**
Assessment	**0.82**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
9/1/2023	$0	$1,369	$0	$0	($1,369)	$0
9/1/2024	$391	$1,621	$106	$141	$0	$2,259
9/1/2025	$413	$1,599	$108	$139	$0	$2,260
9/1/2026	$438	$1,575	$110	$137	$0	$2,260
9/1/2027	$462	$1,550	$112	$135	$0	$2,259
9/1/2028	$490	$1,523	$115	$132	$0	$2,260
9/1/2029	$517	$1,495	$117	$130	$0	$2,260
9/1/2030	$548	$1,466	$119	$127	$0	$2,261
9/1/2031	$580	$1,434	$122	$125	$0	$2,260
9/1/2032	$614	$1,401	$124	$122	$0	$2,261
9/1/2033	$649	$1,365	$127	$119	$0	$2,259
9/1/2034	$687	$1,328	$129	$115	$0	$2,259
9/1/2035	$728	$1,289	$132	$112	$0	$2,261
9/1/2036	$772	$1,247	$134	$108	$0	$2,261
9/1/2037	$817	$1,202	$137	$105	$0	$2,260
9/1/2038	$865	$1,155	$140	$100	$0	$2,261
9/1/2039	$915	$1,106	$142	$96	$0	$2,260
9/1/2040	$971	$1,053	$145	$92	$0	$2,261
9/1/2041	$1,028	$997	$148	$87	$0	$2,260
9/1/2042	$1,090	$938	$151	$82	$0	$2,261
9/1/2043	$1,154	$875	$154	$76	$0	$2,260
9/1/2044	$1,223	$809	$157	$70	$0	$2,260
9/1/2045	$1,298	$739	$160	$64	$0	$2,261
9/1/2046	$1,375	$664	$164	$58	$0	$2,261
9/1/2047	$1,458	$585	$167	$51	$0	$2,261
9/1/2048	$1,545	$501	$170	$44	$0	$2,260
9/1/2049	$1,638	$412	$174	$36	$0	$2,260
9/1/2050	$1,737	$318	$177	$28	$0	$2,260
9/1/2051	$1,842	$218	$181	$19	$0	$2,261
9/1/2052	$1,955	$112	$184	$10	$0	$2,261
Total[4]	**$28,200**	**$31,950**	**$4,107**	**$2,659**	**($1,369)**	**$65,547**

[1]The 9/30/20XX dates represent the fiscal year end for the Series 2022 PID Bonds.
[2]Annual Installments are calculated using an estimated interest rate of 5.75% and will be updated with the actual interest rate on the Series 2022 PID Bonds at final pricing. Each value is rounded to the nearest whole number.
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Assumes Administrative Expenses in 2023 are funded with bond proceeds.
[4] Rounded.
[5]The parcels within the PID, as identified on Denton CAD, include 38646, 986670, 958385, 986672, 683675, 986673, 96674, 584981, and 986675.

EXHIBIT B

TOWN OF LITTLE ELM, TEXAS
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the Town Council of Little Elm, Texas on October 18, 2022, at or after 6:00 p.m. at the Little Elm Town Hall, 100 W. Eldorado Parkway, Little Elm, Texas 75068. The public hearing will be held to consider proposed assessments to be levied against the assessable property within the Valencia Public Improvement District No. 2 (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended.

The proposed improvements to be undertaken at this time (the "Authorized Improvements") include (i) roadway improvements; storm drainage improvements; water improvements; and sanitary sewer improvements; and other similar improvement projects; (ii) payments of expenses incurred in the establishment, administration, and operation of the District; and (iii) payment of expenses associated with financing such public improvement projects which may include but are not limited to, costs associated with issuance and sale of revenue bonds secured by assessments levied against the property within the District.

The total costs of the Authorized Improvements, including administrative costs and the costs of issuing bonds, is approximately $19,000,000.

The boundaries of the District include approximately 189.257 acres of land generally located in the area west of FM 423 adjacent to Rockhill Parkway, and within the corporate limits of the Town, as more particularly described by a metes and bounds description available at Little Elm Town Hall located at 100 W. Eldorado Parkway, Little Elm, Texas 75068 and available for public inspection.

All written or oral objections on the proposed assessments within the District will be considered at the public hearing.

A copy of the proposed Assessment Roll, which includes the assessments proposed to be levied against each parcel of land within the District that benefits from the Authorized Improvements, is available for public inspection at the office of the Town Secretary, 100 W. Eldorado Parkway, Little Elm, Texas 75068.

Date:	09/06/2022
Agenda Item #:	6. J.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Fred Gibbs, Director of Development Services

AGENDA ITEM:

Present, Discuss, and Consider Action on a **Development Agreement associated with the Lakefront Residential Overlay District, between the Town of Little Elm and Charles and Meghan Ware, Property Owners of 204 Judy Lane.**

DESCRIPTION:

Subject property is located at 204 Judy Lane. This is a currently vacant property zoned Single Family A2 with Lakefront Residential Overlay District. The property owners, Charles and Meghan Ware, would like to develop a custom single-family home and have been working with Staff through the Lakefront Residential Design Committee review process. The property is also almost fully located within the Army Corps of Engineers flowage easement, and the property owners have been working with the Corps in order to obtain approval of the proposed site plan.

Lakefront Residential Overlay District. The future land use section of the 2017 Comprehensive Plan calls for an objective within the recommendations section of the Lakefront District to plan for redevelopment and expansion of the district. In working with Council, staff has identified the residential areas surrounding the Lakefront Zoning District as areas prime for redevelopment. The purpose for the overlay is to establish zoning for residential areas around the existing Lakefront District within the context of redevelopment. The associated standards and visual examples will function to create a residential area that provides flexibility and variety in unique architectural design and high-quality alternative materials.
The goal is to expand on the Town's targeted "lakeside community character" by creating flexibility in residential architectural design, promoting the utilization of a variety of high-quality building materials, encouraging residential redevelopment, and providing unique development standards. The intent of the Overlay District is to expand upon the Lakefront District's desire to provide a comfortable and attractive environment that will provide a unique, yet compatible residential neighborhood by encouraging redevelopment that is distinct from traditional residential subdivisions.

The proposed design was reviewed based on the architectural design criteria provided within the

Overlay District.

(d) *Architectural elements.*

(1) *Architectural variety.* No facade may be repeated within any five adjacent lots or across the street from those lots. A request to vary from this standard shall be reviewed and approved by the LRDC.

(2) *Tripartite architecture.* The exterior facades of homes shall be broken up into three distinct sections (base, middle, top) utilizing different primary and accent materials, colors, and/or general orientation of materials.

(3) *Gifts to the street.* Homes shall provide a minimum of two gifts to the street. Proposed features not noted in the definition for "gifts to the street" shall be approved at the discretion of the LRDC.

(4) *Fences.* Fences adjacent to public parks, open space, drainage areas or floodplains shall be constructed of black tubular (wrought iron) fencing. All other fencing shall adhere to the residential fences section (section 106.06.32) of the zoning ordinance.

(5) *Roofs.* Roofs shall be constructed with architectural grade shingles, or better. Seamed metal, clay and slate tile roofs (cement based) are permitted. Flat roofs may be utilized so long as they can properly drain which will be determined by the building official.

(6) *Windows.* Openings and panes shall be vertically proportioned or square and be separated with trim.

(7) *Gutters.* Gutters shall be copper, galvanized steel, aluminum or painted if exposed.

(8) *Chimneys.* If chimneys are located on a street-facing wall, they shall extend to the ground.

(9) *Concealed items.* HVAC units, trash storage, and utility meters shall be concealed.

The Lakefront Residential Design Committee has reviewed the proposed development plans and determined that they meet the vision and intent of the Overlay District. Since the property owners are currently still undergoing the Army Corps of Engineer review process, the Lakefront Residential Design Committee has approved the attached development plans and associated exhibits, contingent on formal site plan approval from the Army Corps of Engineers.

Town Council approval of the attached Development Agreement and associated exhibits is the final step in allowing this project to begin its residential building permit review.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDED ACTION:

The Lakefront Residential Design Committee recommends approval of the attached development plans and associated exhibits, subject to the following condition:

- Prior to the issuance of any relevant permits for the proposed development on the subject property, the property owner must provide formal site plan approval from the Army Corps of Engineers.

Attachments

Development Agreement - 204 Judy Lane

STATE OF TEXAS	**§**	**DEVELOPMENT AGREEMENT**
	§	**FOR 204 JUDY LANE**
COUNTY OF DENTON	**§**	

This Development Agreement for 204 Judy Lane ("**Agreement**") is entered into between Charles and Meghan Ware ("**Developer**"), whose address for purposes of this Agreement is 201 E. Eldorado Pkwy #4301, Little Elm, TX 75068, and the Town of Little Elm, Texas ("**Town**"), whose address for purposes of this Agreement is 100 W. Eldorado Parkway, Little Elm, TX 75068. Developer and the Town are sometimes referred herein together as the "**Parties**" and individually as a "**Party**."

Recitals:

1. Developer is the owner of 2.0294 acres generally located at 204 Judy Lane, on the south side of Judy Lane, approximately 250 feet from Lewis Drive, in the Town of Little Elm, Texas (the "**Property")**, which Property is more particularly described in **Exhibit A** attached hereto.

2. In furtherance of the development of the Property, the Parties have negotiated certain matters regarding the Property as set forth in this Agreement.

3. The Parties seek to memorialize these negotiated matters and to include them in this contractually-binding Agreement.

NOW, THEREFORE, for and in consideration of the above and foregoing premises, the benefits to each of the Parties from this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, the Parties do hereby agree as follows:

Section 1. Incorporation of Premises. The above and foregoing Recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

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

Section 3. Agreements. The Parties agree as follows:

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

B. The approval of development upon said Property is contingent upon the site plan approval, reflecting the same within **Exhibit B**, by the Army Corps of Engineers. Prior to the issuance of any relevant permits pertaining to the development of this Property, the Developer must provide the Town with a formal approval from the Army Corps of Engineers.

Section 4. Miscellaneous.

A. Applicability of Town Ordinances. When the Property is developed, Developer shall construct all structures on the Property, in accordance with all applicable Town ordinances and building/construction codes, whether now existing or arising prior to such construction in the future.

B. Default/Mediation. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

C. Venue. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Denton County, Texas.

D. Relationship of Parties. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership, joint venture, joint enterprise, or other relationship between or among the Parties.

E. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

F. Cumulative Rights and Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to

any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

G. **Exhibits**. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

H. **Surviving Rights**. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination or expiration of this Agreement shall survive termination or expiration.

I. **Applicable Laws**. This Agreement is made subject to the existing provisions of the Charter of the Town of Little Elm, its present rules, regulations, procedures and ordinances, and all applicable laws, rules, and regulations of the State of Texas and the United States.

J. **Authority to Execute**. The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

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

L. **Headings**. The headings and captions used in this Agreement are for the convenience of the Parties only and shall not in any way define, limit or describe the scope or intent of any provisions of this Agreement.

M. **Entire Agreement**. This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other collateral oral or written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.

N. **Filing in Deed Records**. This Agreement shall be recorded in the real property records of Denton County, Texas. This Agreement and all of its terms, conditions, and provisions is and shall constitute a restriction and condition upon the development of the Property and all portions thereof and a covenant running with the Property and all portions thereof, and is and shall be binding upon Developer and all of Developer's heirs, successors, and assigns and the future owners of the Property and any portion thereof; provided, however, this Agreement shall not constitute an obligation of or be deemed a restriction or encumbrance with respect to any final platted residential lot upon which a completed home has been constructed.

O. **Notification of Sale or Transfer; Assignment of Agreement**. Developer shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time

to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "**Assignee**") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement with respect to the portion of the Property transferred to Assignee. If the Property is transferred or owned by multiple parties, this Agreement shall only apply to, and be binding on, such parties to the extent of the Property owned by such successor owner, and if the Developer or any Assignee is in default under this Agreement, such default shall not be an event of default for any non-defaulting Assignee which owns any portion of the Property separate from the defaulting Developer or Assignee. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement with respect to the Property transferred to the successor developer, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

P. **Sovereign Immunity**. The Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

Q. **Exactions/Infrastructure Costs**. Developer has been represented by legal counsel, or has had an opportunity to do so, in the negotiation of this Agreement, and been advised, or has had the opportunity to have legal counsel review this Agreement and advise Developer, regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town in this Agreement are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Developer hereby releases the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

R. **Waiver of Texas Government Code § 3000.001 et seq**. With respect to the improvements constructed on the Property pursuant to this Agreement, Developer hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005.

S. **Rough Proportionality**. Developer hereby waives any federal constitutional

claims and any statutory or state constitutional takings claims under the Texas Constitution with respect to infrastructure requirements imposed by this Agreement. Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement, with respect to infrastructure requirements imposed by this Agreement.

T. Form 1295 Certificate. The Developer agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, the Developer agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the Town, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate.

U. Undocumented Workers Provision. The Developer certifies that Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of any public subsidy provided under this Agreement to Developer plus six percent (6.0%), not later than the 120th day after the date the Town notifies Developer of the violation.

V. Non-Boycott of Israel Provision. In accordance with Chapter 2270 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2270 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless Developer is not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Developer verifies that Developer does not boycott Israel and will not boycott Israel during the Term of this Agreement.

W. Prohibition on Contracts with Certain Companies Provision. In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

X. Report Agreement to Comptroller's Office. Town covenants and agrees to report this Agreement to the State Comptroller's office within fourteen (14) days of the Effective Date of this Agreement, in accordance with Section 380.004 of the Texas Government Code, as added by Texas House Bill 2404, 87th Tex. Reg. Session (2021) (effective September 1, 2021). [For Chapter 380 Agreements]

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

Z. Verification Against Discrimination Developer Does Not Boycott Energy Companies. Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) the Developer will not boycott energy companies during the Term of this Agreement.

EXECUTED by the Parties on the dates set forth below, to be effective as of the date first written above.

DEVELOPER
a _____company

By: _____

Date:_____

TOWN OF LITTLE ELM, TEXAS

By:_____
Matt Mueller
Town Manager

Date:_____

ATTEST:

By:_____
Caitlan Biggs
Town Secretary

STATE OF TEXAS §
§
COUNTY OF DENTON §

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

[Seal]

By:_____
Notary Public, State of Texas

My Commission Expires:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

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

[Seal]

By:_____
Notary Public, State of Texas

My Commission Expires:_____

EXHIBIT A

Property Description

MICHELLE FRENCH
DENTON COUNTY TAX ASSESSOR/COLLECTOR
P O BOX 90223
DENTON, TX 76202
(940) 349-3500

Tax Certificate

Property Account Number:
44374DEN

Statement Date: 07/14/2022
Owner:
Mailing Address: WARE FAMILY LIVING TRUST
201E ELDORADO PKWY APT 4301
LITTLE ELM TX 750685383

Property Location: 0000204 JUDY LN
Legal: H L GENTSCH LOT 10

TAX CERTIFICATE FOR ACCOUNT : 44374DEN
AD NUMBER: SN0010A-000000-0000-0010-0000
GF NUMBER:
CERTIFICATE NO : 40523215

DATE : 7/14/2022
FEE : $10.00
PAGE 1 OF 1

PROPERTY DESCRIPTION
H L GENTSCH LOT 10

COLLECTING AGENCY
DENTON COUNTY
P O BOX 90223
DENTON TX 76202

0000204 JUDY LN
2.0294 ACRES

REQUESTED BY
WARE FAMILY LIVING TRUST C/O
CHARLES W WARE JR
AND MEGHAN WARE
201E ELDORADO PKWY APT 4301
LITTLE ELM TX 750685383

PROPERTY OWNER
WARE FAMILY LIVING TRUST

201E ELDORADO PKWY APT 4301
LITTLE ELM TX 750685383

THIS IS TO CERTIFY THAT, AFTER A CAREFUL CHECK OF THE RECORDS OF THE DENTON COUNTY TAX OFFICE, THE FOLLOWING DELINQUENT TAXES, PENALTIES, AND INTEREST ARE DUE ON THE DESCRIBED PROPERTY.

THE ABOVE DESCRIBED PROPERTY TAX MAY BE RECEIVING SPECIAL APPRAISAL BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL APPRAISAL. (IF APPLICABLE).

_____ TAXES FOR 2022 HAVE NOT BEEN BILLED OR CALCULATED.
_____ 26.11 GOVERNMENT AQUISITION - PLEASE SEE ATTACHED WORKSHEET.

CURRENT VALUES

LAND MKT VALUE:	237,435	IMPROVEMENT :	0
AG LAND VALUE:	0	DEF HOMESTEAD:	0
APPRAISED VALUE:	237,435	LIMITED VALUE:	0
EXEMPTIONS:			
LAWSUITS:			

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2021	DENTON COUNTY	0.00	0.00	0.00	0.00	0.00	0.00
2021	LITTLE ELM ISD	0.00	0.00	0.00	0.00	0.00	0.00
2021	TOWN OF LITTLE ELM	0.00	0.00	0.00	0.00	0.00	0.00
						2021 SUB TOTAL	$0.00

TOTAL CERTIFIED TAX DUE 7/2022 : **$ 0.00**

ISSUED TO : WARE FAMILY LIVING TRUST C/O CHARLES W
ACCOUNT NUMBER: 44374DEN

CERTIFIED BY: Michelle French
AUTHORIZED AGENT OF DENTON COUNTY

DENTON COUNTY TAX OFFICE ★ DENTON, TEXAS ★

1 pages attached

EXHIBIT B

Development Plans

PROJECT DATA

LOCATION:
200 Judy Lane Little Elm TX 75068

DESCRIPTION:
200 Judy Lane, Lot 10, H.C. Gentsch Subdividion, Town of Little Elm, Denton County, TX

ZONING:
SINGLE FAMILY (A2)
LAKEFRONT DISTRICT OVERLAY

AREA SUMMARY:

CONDITIONED SPACE:	4,000 SF
TOTAL COVERED OUTDOOR SPACE:	2,612 SF
GARAGE:	1,088 SF

LOT COVERAGE:

TOTAL LOT:	87,364 SF
COVERED:	7,700 SF
COVERAGE %:	8.81%

OCCUPANCY:
SINGLE FAMILY RESIDENTIAL

BUILDING CODE:
2018 INTERNATIONAL RESIDENTIAL CODE

NOTE: AREAS LISTED ARE PER ARCHITECT'S METHOD FOR CALCUATION. SURVEYORS, APPRAISERS, OFFICIALS, AND OTHERS MAY USE DIFFERENT METHODS THAT MAY RESULT IN DIFFERENT CALCUALTIONS.

SYMBOLS

SECTIONS

0" F.F. ELEVATION

W01 WINDOW MARKER

D01 DOOR MARKER

EXTERIOR ELEVATION

INTERIOR ELEVATION

DETAIL MARKER

SCHEDULE KEY MARKER

ABBREVIATIONS

F.D. = FINISH DIMENSION OR DIMENSION TO FINISH FACE
U.N.O. = UNLESS OTHERWISE NOTED
V.I.F. = VERIFY IN FIELD
TYP. = TYPICAL
N.I.C. = NOT IN CONTRACT
F.F. = FINISHED FLOOR
F.C. = FINISHED CEILING
T.O.S. = TOP OF STRUCTURE
B.O.S. = BOTTOM OF STRUCTURE

DRAWING INDEX

○ ISSUED FOR INFORMATION AND COORDINATION

● ISSUED FOR CONSTRUCTION

A01	GENERAL INFORMATION
A02	SURVEY
A03	SITE PLAN
A04	PROPOSED CIVIL CONNECTIONS
A05	FLOOR PLAN OVERALL
A06	GARAGE DRAINAGE DIAGRAM
A07	CABANA PLAN OPTIONS
A08	BUILDING FOOTPRINT DIAGRAM
A09	ELEVATIONS
A10	ELEVATIONS

VERY IMPORTANT GENERAL NOTES

ALL NOTES IN THESE DOCUMENTS ARE IMPORTANT.

THE PURPOSE OF THESE DOCUMENTS IS TO FACILITATE CONSTRUCTION BY EXPRESSING THE DESIGN CONCEPT OF THE BUILDING THROUGH ILLUSTRATION, AS WELL AS SPECIFY MINIMUM PERFORMANCE STANDARDS. THESE DOCUMENTS ARE NOT INSTRUCTIONS FOR CONSTRUCTING THE BUILDING, BUT AN EXPRESSION OF DESIGN INTENT. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO CONSTRUCT THE BUILDING SO THAT ALL OF ITS SYSTEMS FUNCTION PROPERLY; THIS INCLUDES BUT IS NOT LIMITED TO ROOFS, WINDOWS, DOORS, ELECTRICAL, MECHANICAL, PLUMBING, DRAINAGE, STRUCTURE, AND FINISHES. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO CONSTRUCT THE BUILDING SO THAT IT CONFORMS TO THE DESIGN INTENT EXPRESSED HEREIN.

IN ADDITION TO THESE DRAWINGS AND SPECIFICATIONS, ALL CONTRACTS AND DOCUMENTS SHALL COMPRISE THE CONSTRUCTION DOCUMENTS FOR THIS PROJECT. ALL STANDARDS, REGULATIONS, LAWS, ORDINANCES AND BUILDING CODES IN FORCE AT THE TIME OF BUILDING CONSTRUCTION SHALL APPLY.

CONTRACTOR TO VERIFY ALL DESIGN IS COMPLIANT W/ APPLICABLE CODES PRIOR TO CONSTRUCTION. CONTRACTOR TO NOTIFY ARCHITECT OF ANY REQUIRED DESIGN REVISIONS FOR COMPLIANCE PRIOR TO CONSTRUCTION.

CONTRACTOR TO VERIFY DIMENSIONS OF ALL EXISTING CONDITIONS PRIOR TO CONSTRUCTION.

ANY DISCREPANCIES IN CONSTRUCTION DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO WORK BEING PERFORMED OR MATERIALS BEING ORDERED.

COORDINATE LOCATIONS OF CONNECTIONS TO HOUSE OF ANY HOSE BIBBS, UTILITY LINES/ METERS, OR ELECTRICAL PANELS WITH ARCHITECT PRIOR TO INSTALLATION.

IMPORTANT NOTE: DO NOT LOCATE ANY EQUIPMENT, METERS, HOOK-UPS, ETC. ON THE STREET FACING FACADE OF THE BUILDING OR IN THE FRONT YARD WITHOUT APPROVAL FROM ARCHITECT.

DURING CONSTRUCTION, THE CONTRACTOR SHALL PROTECT ALL BUILDING COMPONENTS FROM BOTH VISIBLE AND CONCEALED DAMAGE; THIS INCLUDES PROTECTION FROM MOISTURE DAMAGE AND MOLD. DURING CONSTRUCTION, THE CONTRACTOR WILL ALSO PROTECT ALL BUILDING COMPONENTS FROM THEFT. AT THEIR COST, CONTRACTOR WILL REMEDY, REPAIR, OR REPLACE ANY DAMAGED OR STOLEN ITEMS.

GENERAL CONTRACTORS AND ALL SUB-CONTRACTORS SHALL HAVE EXTENSIVE BUILDING EXPERIENCE IN THEIR RESPECTIVE TRADE. GENERAL CONTRACTOR TO COORDINATE WORK OF ALL SUB-CONTRACTORS TO MEET DESIGN INTENT. A THOROUGH UNDERSTANDING OF READING ARCHITECTURAL DRAWINGS IS A PRE-REQUISITE FOR DETERMINING DESIGN INTENT.

THIS SET IS INTENDED FOR PERMIT APPLICATION. ARCHITECT WILL PROVIDE ADDITIONAL DETAILS AND COORDINATION PRIOR TO CONSTRUCTION. DO NOT BEGIN CONSTRUCTION UNTIL THESE ADDITIONAL DRAWINGS ENTITLED "SUPPLEMENTAL CONTRACT DOCUMENTS" ARE RECEIVED.

IF DESIGN INTENT IS NOT CLEAR, CONTRACTOR SHALL SUBMIT REQUEST FOR CLARIFICATION / INFORMATION TO ARCHITECT.

EVERY SHEET IN THIS SET IS RELEVANT TO THIS PROJECT AND MAY PERTAIN TO ANY TRADE. USING ONLY PORTIONS OF THIS SET FOR CONSTRUCTION MAY RESULT IN A MISUNDERSTANDING OF THE DESIGN INTENT.

ENGINEER TO DESIGN (OR CONTRACTOR [OR SUB-CONTRACTORS UNDER CONTRACT WITH CONTRACTOR] ARE TO DESIGN/BUILD) FINAL FRAMING, FOUNDATION, POOL, HVAC SYSTEM, ELECTRICAL SYSTEM, COMPLETE ROOF AND ROOF DRAINAGE SYSTEM, SITE DRAINAGE SYSTEM, SUBTERRANEAN DRAINAGE SYSTEM, ALL UTILITY SYSTEMS, AND SURFACE DRAINAGE SYSTEM TO BE COMPATIBLE WITH THE DESIGN INTENT ILLUSTRATED IN THESE DOCUMENTS. VIA SHOP DRAWINGS OR OTHER GRAPHIC COMMUNICATION FORMS, CONTRACTOR TO SUBMIT DESIGNS FOR THESE SYSTEMS AND OTHER CUSTOM ELEMENTS (INCLUDING BUT NOT LIMITED TO GLAZING, VENEER,CABINETRY, TILE AND STONE) TO THE ARCHITECT FOR APPROVAL PRIOR TO CONSTRUCTION. ALL CONSTRUCTION DETAILS FOR THESE SYSTEMS AND OTHER BUILDING COMPONENTS HAVING AESTHETIC OR PERFORMANCE IMPLICATIONS NOT ALREADY SHOWN IN THESE DRAWINGS SHALL BE SUBMITTED TO THE OWNER AND ARCHITECT FOR APPROVAL PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY ARCHITECT OF ANY SYSTEM THEY ARE NOT WILLING TO DESIGN (REQUIRING 3RD PARTY CONSULTANT OR ENGINEER TO DESIGN) PRIOR TO CONSTRUCTION.

CONTRACTOR TO DETERMINE WHEN ENGINEERING IS NECESSARY

SCALES MAY BE INACCURATE DO TO VARYING PRINTING METHODS. DO NOT SCALE DRAWINGS FOR CONSTRUCTION DIMENSIONS. LIGHT FIXTURES, HVAC SUPPLY AND RETURN AIR DEVICES, POWER, TELEPHONE, AND VIDEO OUTLETS MAY NOT BE DIMENSIONED IN PLANS BUT THE DESIRED LOCATIONS OF THE ABOVE ARE ACCURATELY INDICATED ON THESE PLANS, I.E. IF A DEVICE IS GRAPHICALLY SHOWN AS BEING CENTERED ON A WALL IT SHALL BE PLACED ACCORDINGLY.

EXTERIOR DIMENSIONS ARE TO FRAMING UNLESS INDICATED OTHERWISE. INTERIOR DIMENSIONS ON FLOOR PLANS ARE TO THE FACE OF FRAMING MEMBERS UNLESS INDICATED OTHERWISE. DIMENSIONS ON ENLARGED PLANS, ELEVATIONS, AND DETAILS MAY BE TO FINISHED SURFACES OR FRAMING MEMBERS.

GENERAL CONTRACTOR SHALL FURNISH SAMPLES TO THE ARCHITECT OF ALL VISUAL MATERIALS, AND FINISHES, INTENDED FOR USE IN THE WORK BEFORE THE COMMENCEMENT OF THE SPECIFIED WORK.

FOR COORDINATION PURPOSES, GENERAL CONTRACTOR SHALL SUBMIT SHOP DRAWINGS INDICATING LOCATIONS OF ALL VISIBLE OBJECTS/DEVICES NOT SHOWN IN THESE DRAWINGS. THIS INCLUDES FIRE PROTECTION DEVICES. THE FINAL LOCATIONS OF ALL SUCH DEVICES ARE SUBJECT TO THE ARCHITECTS REVIEW AND APPROVAL. THE LIST OF DEVICES INCLUDES BUT IS NOT LIMITED TO FIRE PROTECTION AND LIFE SAFETY SYSTEMS.

ALL FLOOR MATERIALS TO BE FINISHED FLUSH. NOTIFY ARCHITECT PRIOR TO CONSTRUCTION IF THERE ARE ANY ISSUES (SUCH AS SLAB OR DECK RECESSES) WITH ACHIEVING THIS REQUIREMENT.

SUBMIT SAMPLE OF ALL UNIQUE FINISHES. TO OWNER AND ARCHITECT FOR APPROVAL
INCLUDING BUT NOT LIMITED TO DRYWALL FINISH, PAINT, AND TILE. PROVIDE A MOCK-UP OF ALL UNIQUE EXTERIOR AND INTERIOR FINISHES FOR APPROVAL. SUBMIT A CUTSHEET WITH PICTURE OF ALL VISIBLE HARDWARE, FIXTURES, DEVICES, AND FITTINGS TO OWNER FOR APPROVAL.

ALL WALLS AND CEILINGS SHALL BE PAINTED GYPSUM BOARD UNLESS NOTED OTHERWISE.

UNLESS NOTED OTHERWISE, ALL GYPSUM BOARD WALLS AND CEILINGS SHALL HAVE A FINISH LEVEL OF LEVEL 4 AS DEFINED BY USG HANDBOOK, CHAPTER 5 "LEVELS OF GYPSUM BOARD FINISHING", OR GA-214-96 "RECOMMENDED LEVELS OF GYPSUM BOARD FINISHING" SEE GYPSUM BOARD LEVEL 4 FINISHING MATRIX, BELOW.

GYPSUM BOARD LEVEL 4 FINISHING MATRIX

ALL WALLS AND CEILINGS SHALL BE PAINTED GYPSUM BOARD UNLESS NOTED OTHERWISE.

ALL GYPSUM BOARD WALLS AND CEILINGS SHALL HAVE A FINISH LEVEL OF LEVEL 4 AS DEFINED BY USG HANDBOOK, CHAPTER 5 "LEVELS OF GYPSUM BOARD FINISHING", OR GA-214-96 "RECOMMENDED LEVELS OF GYPSUM BOARD FINISHING" UNLESS APPROVED OTHERWISE BY OWNER.

FINAL APPEARANCE:

SURFACE

NO MARKS OR RIDGES. READY FOR PRIMING, FOLLOWED BY WALL COVERINGS, FLAT PAINTS OR LIGHT TEXTURES

PAINT SHALL BE FLAT FINISH ON WALLS AND CEILINGS AND SATIN FINISH ON ANY PAINTED WOOD OR MDF TRIM. U.N.O.

ALL WALLS AND CEILINGS SHALL HAVE A SMOOTH PAINT FINISH WITHOUT APPLIED TEXTURE. SPRAYING AND BACKROLLING WITH A FINE NAP ROLLER IS PERMISSIBLE UPON THE ARCHITECTS APPROVAL OF THE FINAL FINISH.

ANY TRANSITIONS NECESSITATED BY DISSIMILAR MATERIALS SHALL BE TREATED IN A MANNER TO ACHIEVE A SMOOTH AND GENTLE CONDITION THAT MEETS ANY APPLICABLE CODE OR REGULATION.

LAVATORY AND KITCHEN COUNTER TOPS SHALL BE FABRICATED WITH SQUARE EDGES, UNLESS NOTED OTHERWISE HEREIN. ACCEPTABLE SEAMING LOCATIONS ARE INDICATED ON THE DRAWINGS.

MATERIAL TRANSITIONS BETWEEN ROOMS SHOULD BE MADE AT THE CENTER LINE OF THE DOOR SEPARATING THE SPACES UNLESS NOTED OTHERWISE

IF WALL AND ADJACENT FLOOR TILES WILL COURSE, ALL FLOOR AND WALL GROUT JOINTS TO ALIGN.

SOME CLOSETS RECEIVE SYSTEMS PROVIDED BY OTHERS. THESE PLANS IDENTIFY THE LOCATIONS OF THESE SYSTEMS. OTHER CLOSETS SHALL BE CONSTRUCTED ACCORDING TO THE DETAILS CONTAINED HEREIN.

ALL DEVICES SHALL BE INSTALLED ON THE CEILINGS AND/OR WALLS IN AN ORDERLY MANNER AS INDICATED ON THESE DRAWINGS. DEVICES THAT ARE REQUIRED BUT NOT SHOWN ON THESE DRAWINGS SHALL BE INSTALLED IN THE SAME MANNER AND COORDINATED WITH THE LOCATIONS OF ADJACENT DEVICES. CONTRACTOR TO SUBMIT THE PROPOSED LOCATIONS OF ANY SUCH DEVICES TO THE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO INSTALLING SAID DEVICES. THIS NOTE APPLIES TO ACCESS PANELS, SPRINKLER HEADS, AS WELL AS ALL LIFE SAFETY DEVICES.

ALL MILLWORK REVEALS AND OPEN JOINTS TO BE 1/8" UNLESS INDICATED OTHERWISE.

ALL OTHER REVEALS ARE TO BE 1/4" UNLESS INDICATED OTHERWISE.

ANY REQUIRED JOINTS OR TRANSITIONS NOT SHOWN ON THESE DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT FOR APPROVAL.

ACOUSTICAL BATT-TYPE INSULATION SHALL BE INSTALLED IN PARTITION WALLS SEPARATING BEDROOMS FROM BATHROOMS,COMMON ROOMS.

CONTRACTOR TO SUBMIT CONSTRUCTION DETAILS FOR ALL UNIQUE CONDITIONS AT POOL AREA TO ARCHITECT FOR REVIEW.

FOR ANY VISIBLE DEVICE, GENERAL CONTRACTOR SHALL SUBMIT SAMPLES OR CATALOGUE SHEETS TO THE ARCHITECT FOR HIS REVIEW AND APPROVAL PRIOR TO PURCHASE. GENERAL CONTRACTOR SHALL ALLOW THE ARCHITECT 2 WEEKS FROM THE DATE OF THE ARCHITECT'S RECEIPT OF THE SUBMITTAL TO PROCESS THE SUBMITTAL.

FOR ANY ADDITIONAL JOINTS THAT MAY BE REQUIRED FOR CONSTRUCTION THAT ARE NOT SHOWN IN THESE DRAWINGS, CONTRACTOR SHALL SUBMIT LOCATION TO ARCHITECT FOR APPROVAL OR REQUEST THAT ARCHITECT SPECIFY LOCATION.

FOR ANY ADDITIONAL DEVICES THAT MAY BE REQUIRED FOR CONSTRUCTION THAT ARE NOT SHOWN IN THESE DRAWINGS, CONTRACTOR SHALL SUBMIT LOCATION TO ARCHITECT FOR APPROVAL OR REQUEST THAT ARCHITECT SPECIFY LOCATION.

INSULATION SHALL AT MINIMUM MEET CODE REQUIREMENTS, 3RD PARTY ENERGY RATER REQUIREMENTS, OR R-21 AT WALLS AND R-38 AT ROOF; WHICHEVER IS GREATEST SHALL GOVERN THE MINIMUM REQUIRED. ALL INSULATION TO BE SPRAY IN. SUBMIT SPECIFICATIONS TO OWNER AND ARCHITECT FOR APPROVAL.

SCHEDULES PROVIDED IN THESE DRAWINGS MAY NOT LIST ALL PARTS/ACCESSORIES REQUIRED FOR PROPER INSTALLATION AND/OR USE OF ITEMS MENTIONED. CONTRACTOR SHOULD PROVIDE THESE PARTS/ACCESSORIES AFTER SUBMITTING TO ARCHITECT FOR APPROVAL.

CONTRACTOR TO ENSURE THAT GLASS SPECIFICATIONS MEET ALL CODE REQUIREMENTS AND 3RD PARTY ENERGY RATER REQUIREMENTS.

SUBMIT FINAL MECHANICAL , PLUMBING, AND FIXTURE LOCATIONS AND DIMENSIONS TO ARCHITECT FOR REVIEW; INCLUDING BUT NOT LIMITED TO FAUCETS, LIGHTING AND ELECTRICAL FIXTURES. PRIOR TO SENDING, THESE LOCATIONS AND DIMENSIONS SHOULD BE COORDINATED WITH OTHER BUILT ELEMENTS SUCH AS WALLS, FINISHES, AND CABINETRY TO ENSURE PROPER FUNCTIONALITY.

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PROJECT

Little Elm
200 Judy Lane Little Elm TX 75068

NOT FOR CONSTRUCTION

CONSULTANTS

GENERAL CONTRACTOR

OWNER

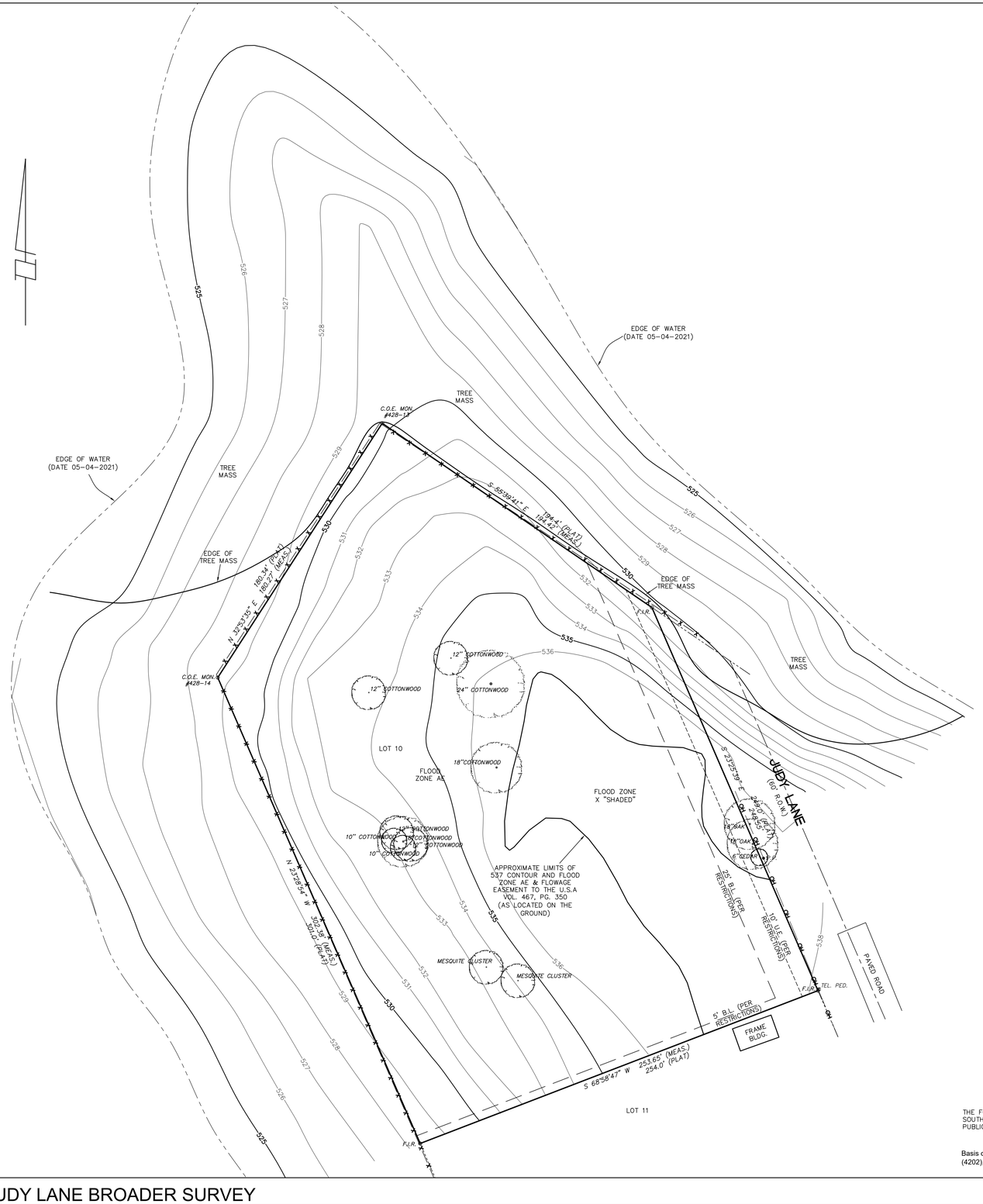
Charles and Meghan Ware
201 E Eldorado Pkwy
Little Elm, TX 75068

ISSUE

PERMIT
5/31/2022

REVISIONS

A01
GENERAL INFORMATION



THE FOLLOWING EASEMENT DOES NOT AFFECT SUBJECT PROPERTY:
SOUTHWESTERN BELL TELEPHONE CO. VOL. 653, PG. 228
PUBLIC ACCESS EASEMENT VOL. 467, PG. 350

Basis of Bearing is the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983, as determined from GPS observations.

TOPOGRAPHIC MAP
200 JUDY LANE
LOT 10, H.L. GENTSCH SUBDIVISION
TOWN OF LITTLE ELM
DENTON COUNTY, TEXAS

B.L. = BUILDING LINE	CATV = CABLE TV BOX
CC/P = COVERED PATIO/PORCH	C/D = CONCRETE DRIVE
C/D = SANITARY SEWER CLEANOUT	C/P = CONCRETE PATIO/PORCH
C/W = CONCRETE SIDEWALK	D.E. = DRAINAGE EASEMENT
E.B. = ELECTRIC BOX	F.H. = FIRE HYDRANT
F.I.R. = FOUND IRON ROD	FOC = FIBER OPTIC CABLE
GLM = GAS LINE MARKER	L.P. = LIGHT POLE
P.P. = POWER POLE	S.I.R = SET CAPPED 1/2" RPLS 4561 IRON ROD
S.P. = SERVICE POLE	SSMH = SANITARY SEWER MANHOLE
STM MH=STORM SEWER MANHOLE	TEL. PED. = TELEPHONE BOX
W/D = WOOD DECK	W/M = WATER METER
W/V = WATER VALVE	U.E. = UTILITY EASEMENT
FENCE —X—	OVERHEAD POWER LINE —OH—

LANDMARK SURVEYORS, LLC.
TX FIRM REGISTRATION NO. 10098600
4238 I-35 NORTH
DENTON, TEXAS 76207
(940) 382-4016
FAX (940) 387-9784

DRAWN BY: BTH
SCALE: 1"=30'
DATE: 05 MAY, 2021
JOB NO: 205568

1 JUDY LANE BROADER SURVEY
NOT TO SCALE

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PROJECT
Little Elm
200 Judy Lane Little Elm TX 75068

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GENERAL CONTRACTOR

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Little Elm, TX 75068

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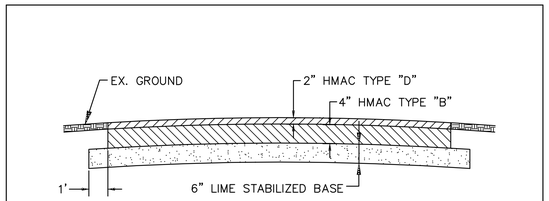
REVISIONS

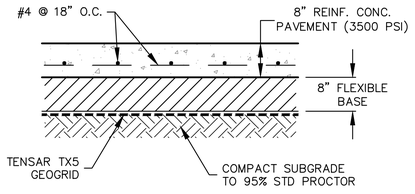
A02
SURVEY



ASPHALT TRANSITION
TYPICAL SECTION
N.T.S.

STREET EXTENSION DETAIL

DETAIL FROM TOWN OF LITTLE ELM STANDARD DETAILS SHEET 5



CONCRETE PAVEMENT REPAIR
TYPICAL SECTION
N.T.S.

DRIVEWAY DETAIL

DETAIL FROM TOWN OF LITTLE ELM STANDARD DETAILS SHEET 5

IMPORTANT!

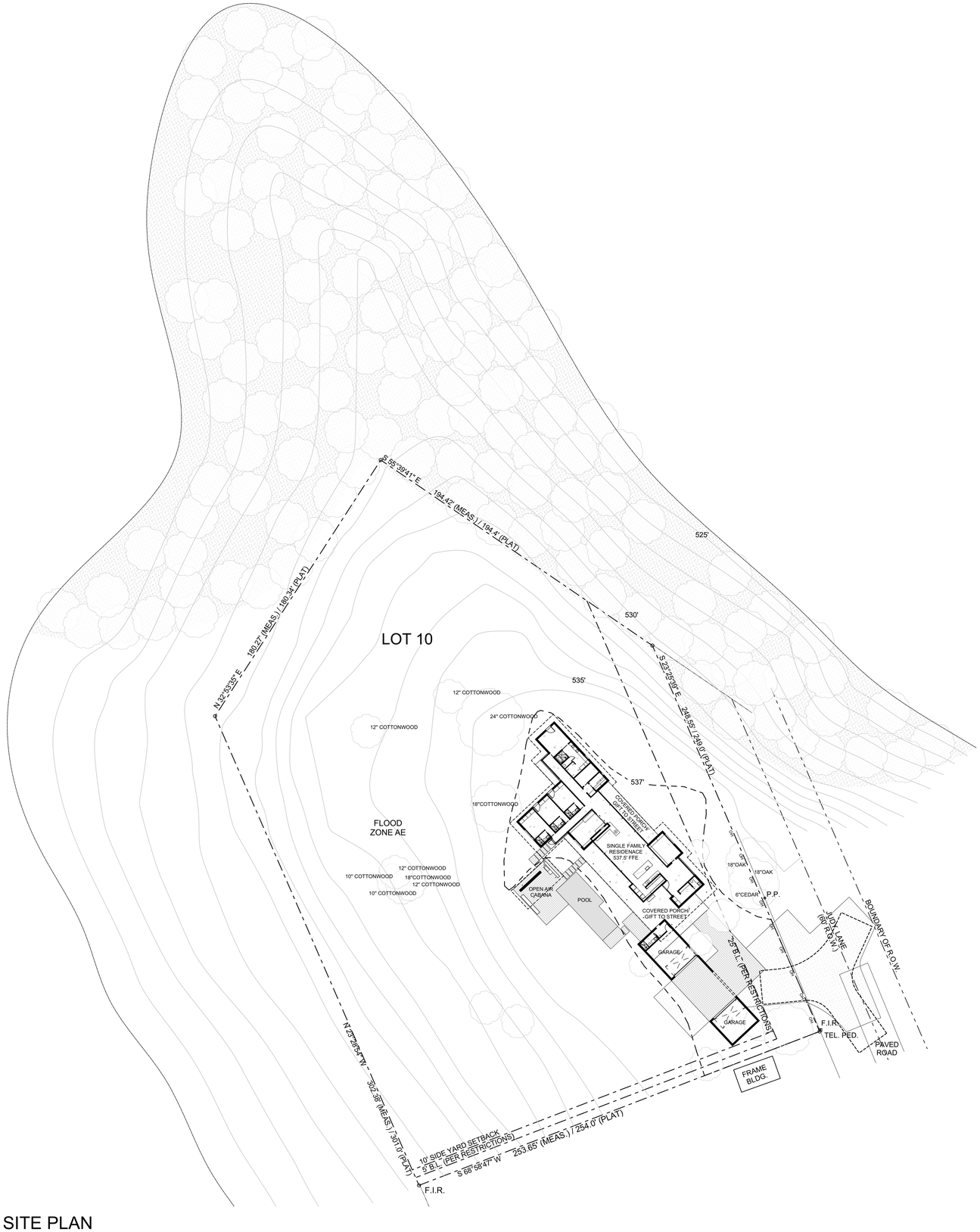
PRIOR TO CONSTRUCTION, VERIFY ALL EASEMENTS, PROPERTY DIMENSIONS, SETBACKS, SITE RESTRICTIONS, AND OTHER DEVELOPMENT RESTRICTIONS WITH ALL APPLICABLE DEVICES INCLUDING SURVEY, CITY RESTRICTIONS, SOILS TESTS, AND DEED RESTRICTIONS.

SUBMIT ALL VISIBLE UTILITY COMPONENTS AND LOCATIONS TO ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION

*THIS SURVEY WAS PROVIDED TO THE OWNER BY THE SURVEYOR OF RECORD SHOWN HEREIN. IT IS NOT A PART OF THE ARCHITECTS CONTRACT DOCUMENTS. THE ARCHITECT MAKES NO CLAIMS AS TO IT'S ACCURACY.

LEGAL DESCRIPTION

200 Judy Lane, Lot 10, H.C. Gentsch Subdividion, Town of Little Elm, Denton County, TX
200 Judy Lane Little Elm TX 75068



TN PN

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

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PROJECT

Little Elm
200 Judy Lane Little Elm TX 75068

NOT FOR CONSTRUCTION

CONSULTANTS

GENERAL CONTRACTOR

OWNER

Charles and Meghan Ware
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Little Elm, TX 75068

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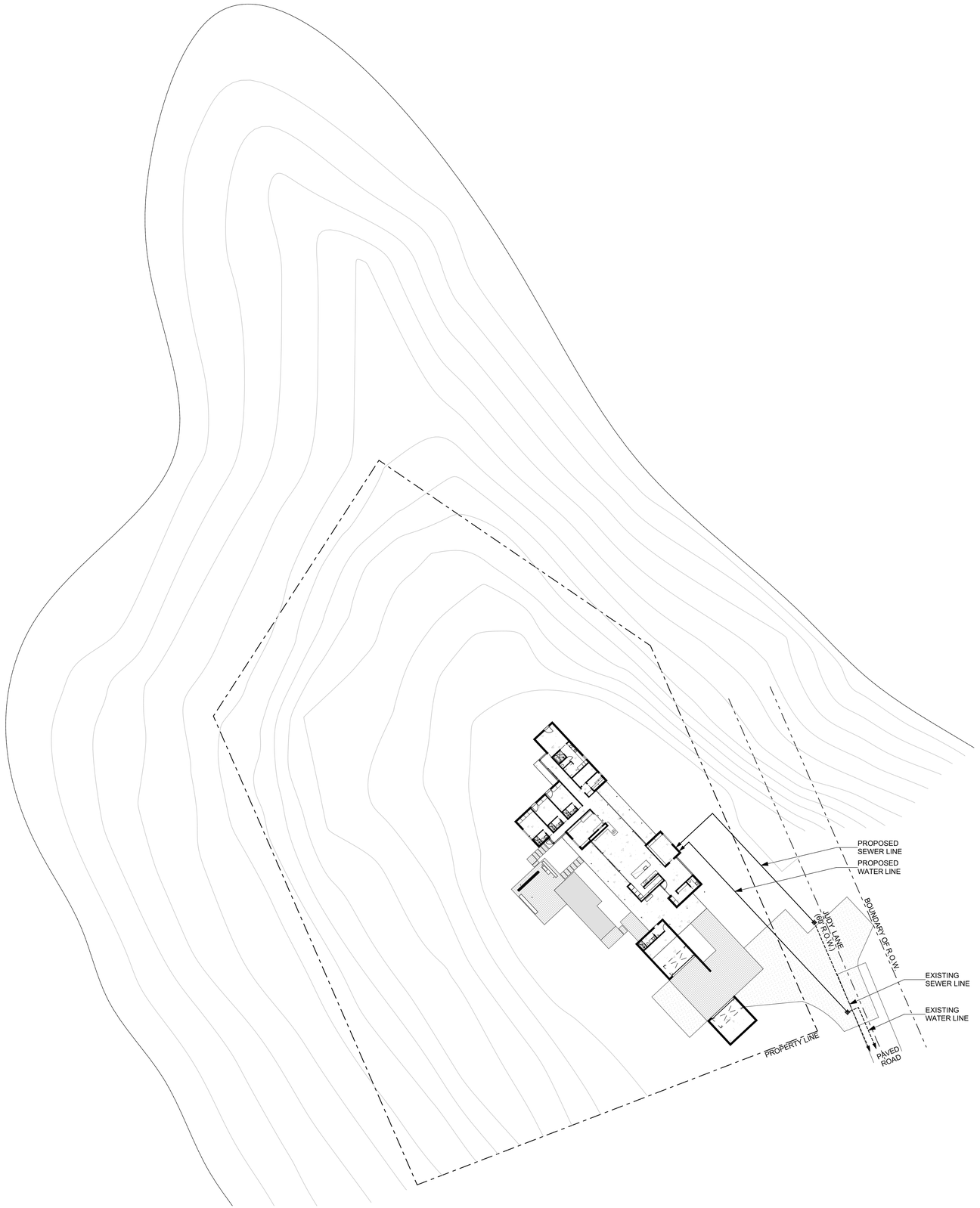
REVISIONS

A03
SITE PLAN



IMPORTANT!

PRIOR TO CONSTRUCTION, VERIFY ALL EASEMENTS, PROPERTY DIMENSIONS, SETBACKS, SITE RESTRICTIONS, AND OTHER DEVELOPMENT RESTRICTIONS WITH ALL APPLICABLE DEVICES INCLUDING SURVEY, CITY RESTRICTIONS, SOILS TESTS, AND DEED RESTRICTIONS.

SUBMIT ALL VISIBLE UTILITY COMPONENTS AND LOCATIONS
TO ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION

*THIS SURVEY WAS PROVIDED TO THE OWNER BY THE SURVEYOR OF RECORD SHOWN HEREIN. IT IS NOT A PART OF THE ARCHITECTS CONTRACT DOCUMENTS. THE ARCHITECT MAKES NO CLAIMS AS TO IT'S ACCURACY.

LEGAL DESCRIPTION

200 Judy Lane, Lot 10, H.C. Gentsch Subdividion, Town of Little Elm, Denton County, TX
200 Judy Lane Little Elm TX 75068

1 PROPOSED CIVIL CONNECTIONS
SCALE: 1/32" = 1'-0"

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PROJECT

Little Elm
200 Judy Lane Little Elm TX 75068

NOT FOR CONSTRUCTION

CONSULTANTS

GENERAL CONTRACTOR

OWNER

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Little Elm, TX 75068

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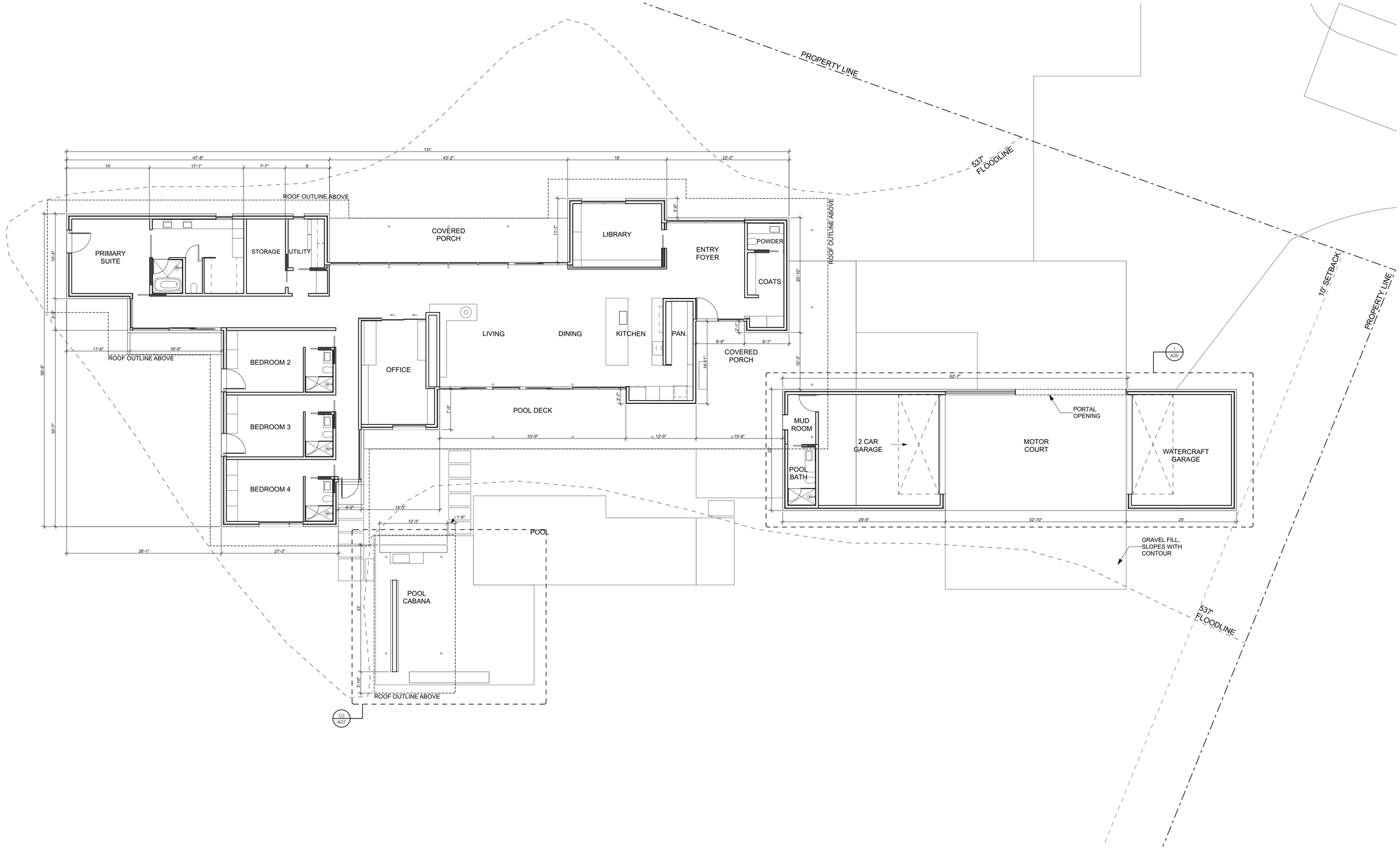
REVISIONS

A04
PROPOSED CIVIL CONNECTIONS



1 OVERALL FLOOR PLAN

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

TN PN

IMPORTANT: HVAC, PLUMBING, AND ELECTRICAL (MEP) COORDINATION INFORMATION SHOWN ON FLOOR PLANS, ROOF PLANS, AND RCP'S DETAIL INFORMATION MAY ALSO BE ON OTHER SHEETS IN THIS SET. ANY M.E.P. DESIGN SHOWN IS PRELIMINARY BASED ON SUBCONTRACTOR INPUT. ANY FINAL DESIGN REQUIREMENTS THAT HAVE AESTHETIC OR PERFORMANCE IMPLICATIONS SHOULD BE SUBMITTED TO OWNER AND ARCHITECT FOR REVIEW.

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PROJECT

Little Elm
200 Judy Lane Little Elm TX 75068

NOT FOR CONSTRUCTION

CONSULTANTS

GENERAL CONTRACTOR

OWNER

Charles and Meghan Ware
201 E Eldorado Pkwy
Little Elm, TX 75068

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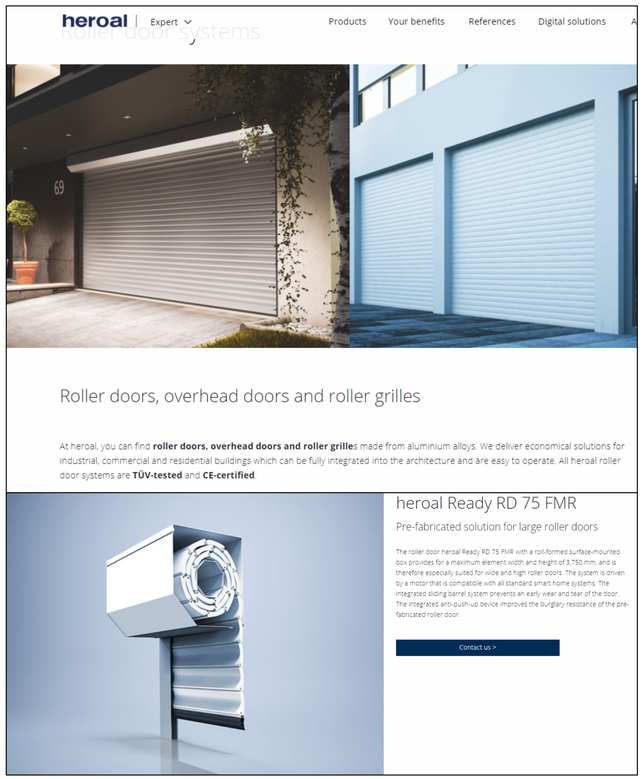
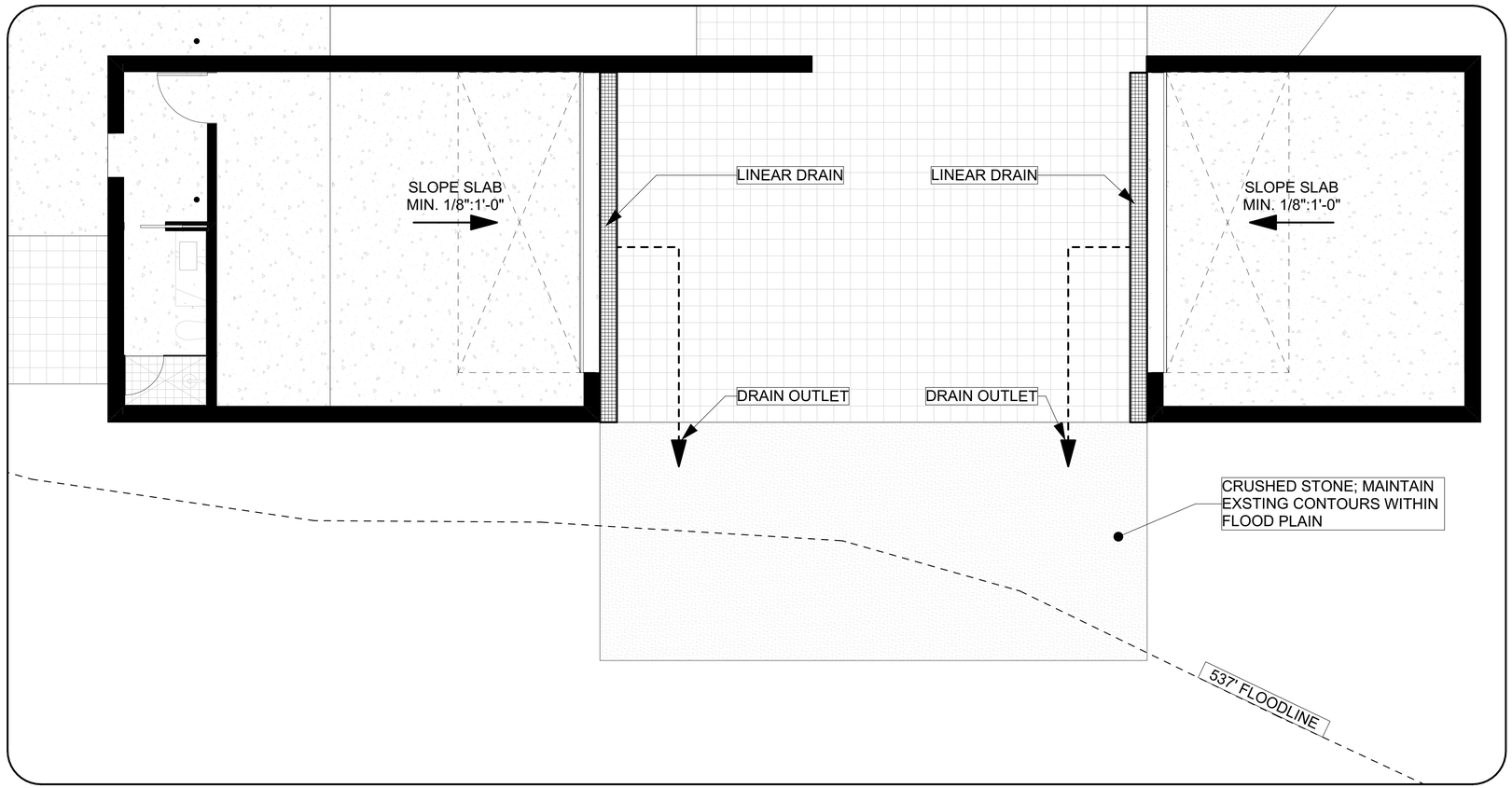
REVISIONS

A05
FLOOR PLAN OVERALL



GARAGE DOOR EXAMPLE



1 GARAGE DRAINAGE DIAGRAM
SCALE: 1/4" = 1'-0"

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PROJECT

Little Elm
200 Judy Lane Little Elm TX 75068

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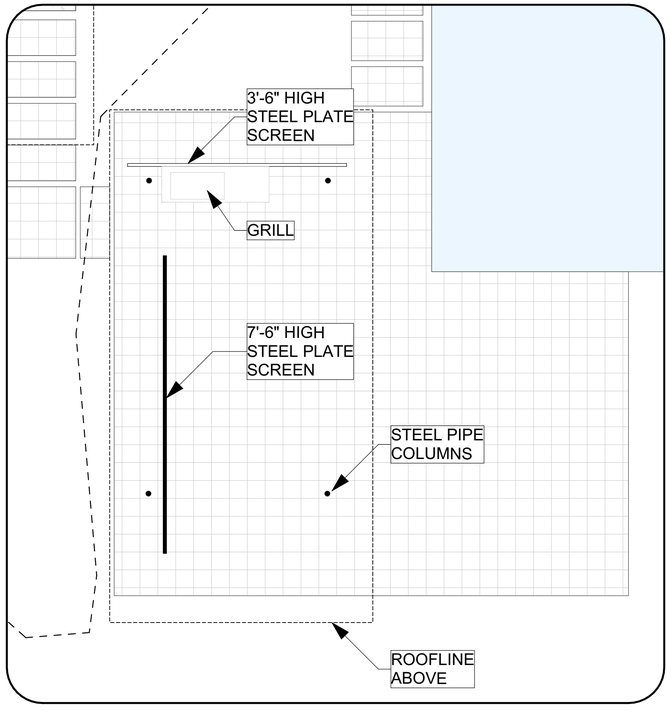
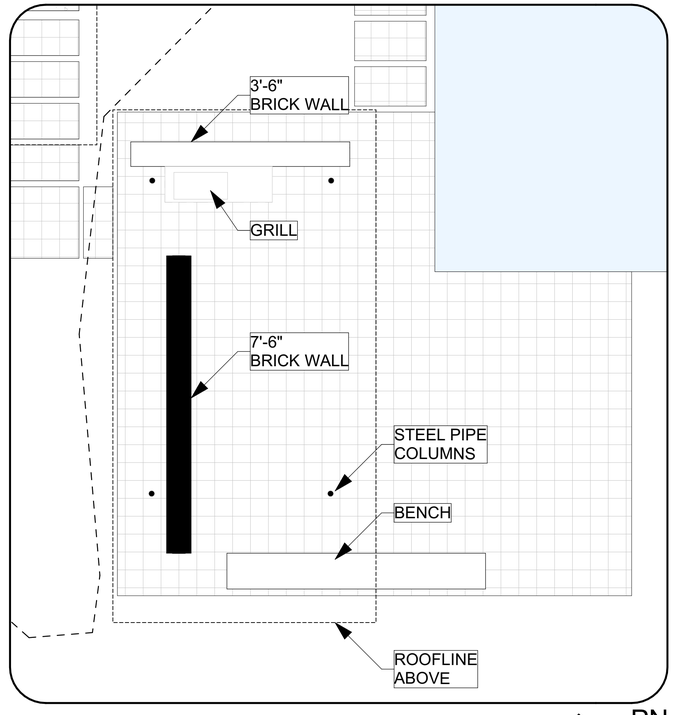
REVISIONS

A06
GARAGE DRAINAGE DIAGRAM



2 CABANA OPTION 2
SCALE: 1/4" = 1'-0"



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

TN PN

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PROJECT

Little Elm
200 Judy Lane Little Elm TX 75068

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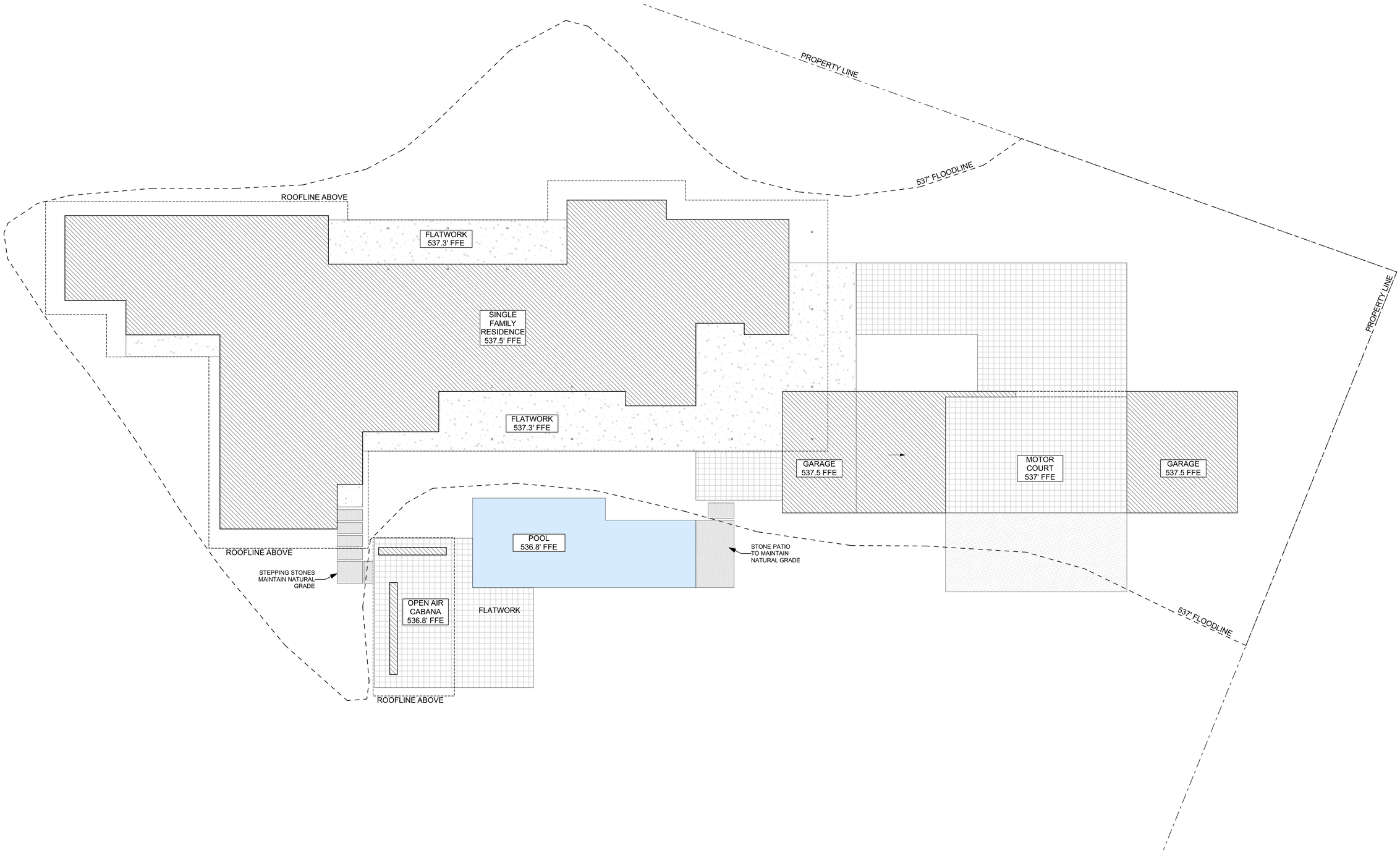
REVISIONS

A07
CABANA PLAN OPTIONS



1 BUILDING FOOTPRINT DIAGRAM
SCALE: 1/8" = 1'-0"

TN PN

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PROJECT

Little Elm
200 Judy Lane Little Elm TX 75068

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CONSULTANTS

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Little Elm, TX 75068

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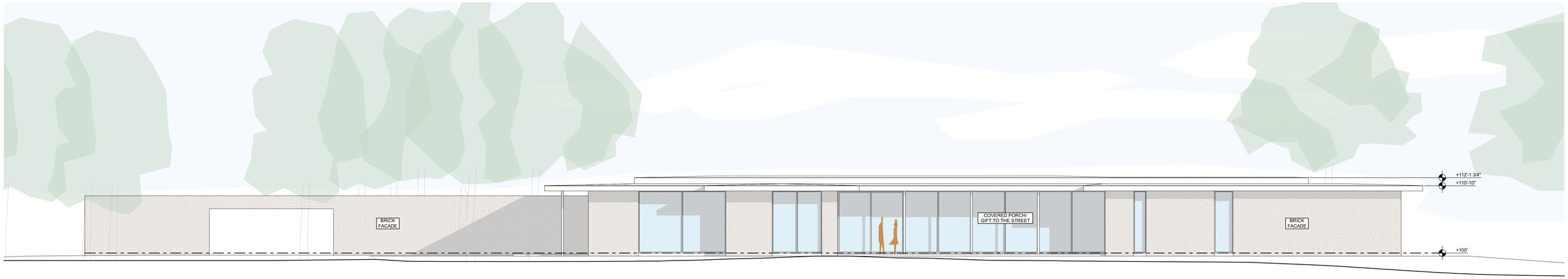
5/31/2022

REVISIONS

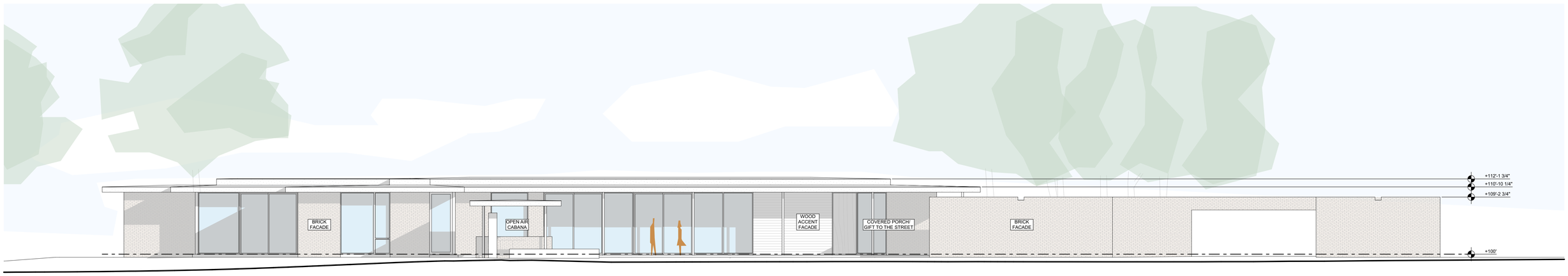
A08
BUILDING FOOTPRINT DIAGRAM



1 PLAN NORTH ELEVATION

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

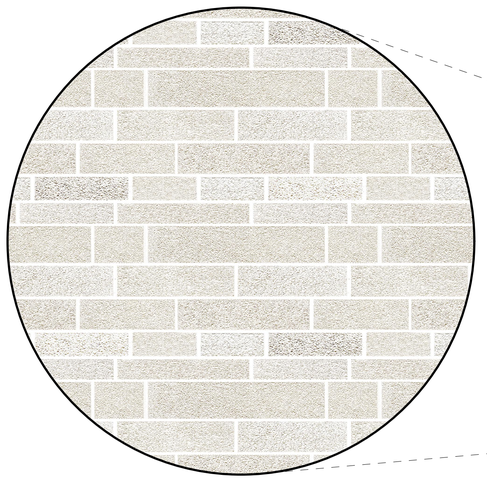
100% BRICK



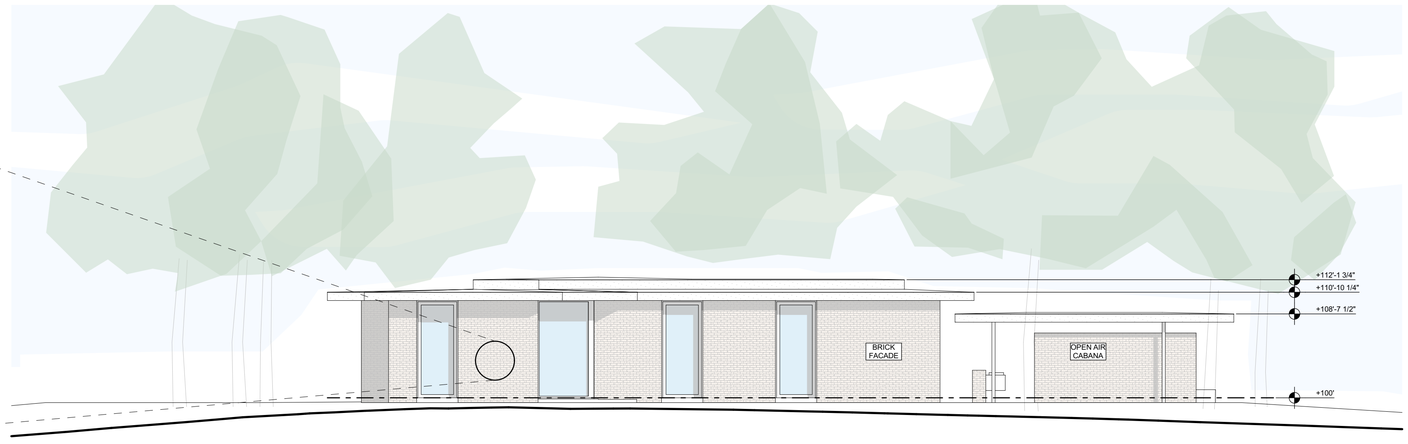
2 PLAN SOUTH ELEVATION

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

90% BRICK
10% WOOD



TYPICAL BRICK PATTERN

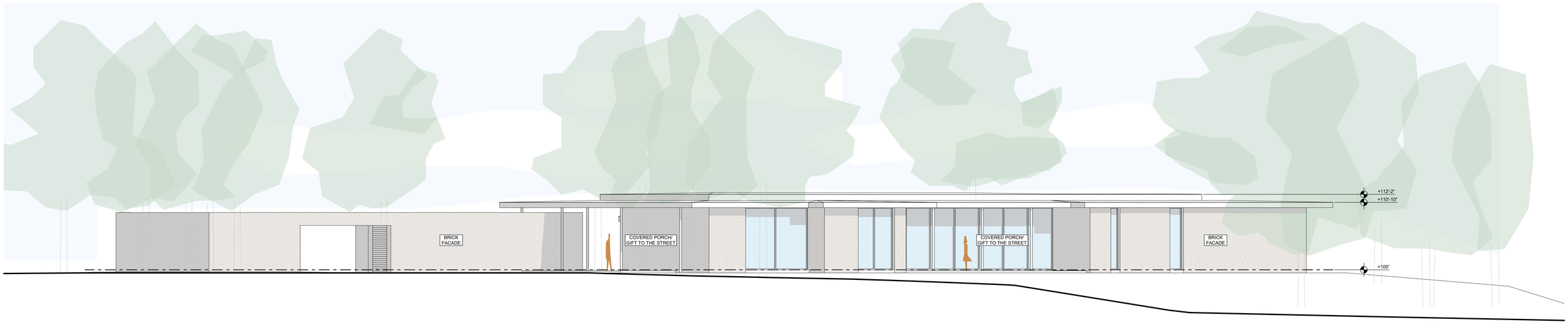


3 PLAN WEST ELEVATION

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

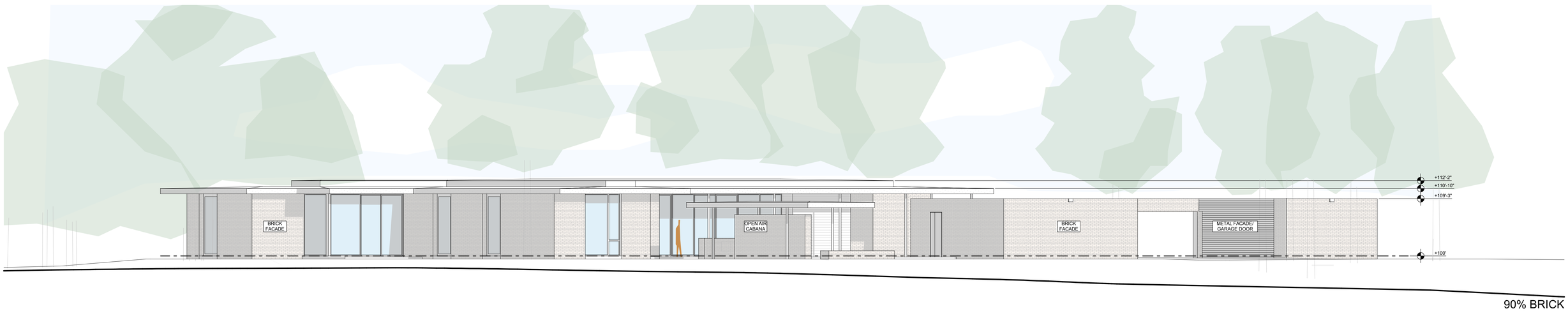
100% BRICK

100' = F.F.E. MAIN LIVING AREA



1 TRUE EAST ELEVATION
SCALE: 1/8" = 1'-0"

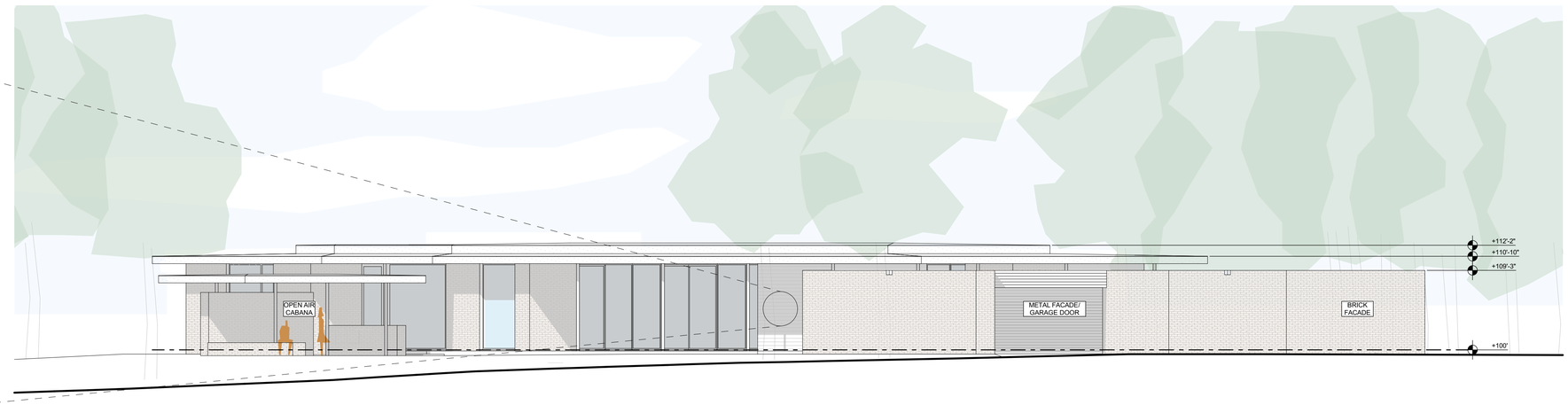
100% BRICK



2 TRUE WEST ELEVATION
SCALE: 1/8" = 1'-0"

90% BRICK
10% WOOD

TYPICAL WOOD PANELING



3 TRUE SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

90% BRICK
10% WOOD

100' = F.F.E. MAIN LIVING AREA

Date:	09/06/2022
Agenda Item #:	6. K.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Fred Gibbs, Director of Development Services

AGENDA ITEM:

Present, Discuss, and Consider Action on a **Development Agreement associated with the Lakefront Residential Overlay District, between the Town of Little Elm and Frank Greico, Pine Ridge Homes, Property Owner of 205 East Park Drive.**

DESCRIPTION:

Subject property is located at 205 East Park Drive. This is a currently vacant property zoned Single Family A2 with Lakefront Residential Overlay District. The property owner, Frank Greico with Pine Ridge Homes, would like to subdivide the property into two lots and develop two custom single-family homes. The property owner has been working with Staff through the Lakefront Residential Design Committee review process.

Lakefront Residential Overlay District. The future land use section of the 2017 Comprehensive Plan calls for an objective within the recommendations section of the Lakefront District to plan for redevelopment and expansion of the district. In working with Council, staff has identified the residential areas surrounding the Lakefront Zoning District as areas prime for redevelopment. The purpose for the overlay is to establish zoning for residential areas around the existing Lakefront District within the context of redevelopment. The associated standards and visual examples will function to create a residential area that provides flexibility and variety in unique architectural design and high-quality alternative materials.
The goal is to expand on the Town's targeted "lakeside community character" by creating flexibility in residential architectural design, promoting the utilization of a variety of high-quality building materials, encouraging residential redevelopment, and providing unique development standards. The intent of the Overlay District is to expand upon the Lakefront District's desire to provide a comfortable and attractive environment that will provide a unique, yet compatible residential neighborhood by encouraging redevelopment that is distinct from traditional residential subdivisions.

The proposed design was reviewed based on the architectural design criteria provided within the Overlay District.

(d) *Architectural elements.*

(1) *Architectural variety.* No facade may be repeated within any five adjacent lots or across the street from those lots. A request to vary from this standard shall be reviewed and approved by the LRDC.

(2) *Tripartite architecture.* The exterior facades of homes shall be broken up into three distinct sections (base, middle, top) utilizing different primary and accent materials, colors, and/or general orientation of materials.

(3) *Gifts to the street.* Homes shall provide a minimum of two gifts to the street. Proposed features not noted in the definition for "gifts to the street" shall be approved at the discretion of the LRDC.

(4) *Fences.* Fences adjacent to public parks, open space, drainage areas or floodplains shall be constructed of black tubular (wrought iron) fencing. All other fencing shall adhere to the residential fences section (section 106.06.32) of the zoning ordinance.

(5) *Roofs.* Roofs shall be constructed with architectural grade shingles, or better. Seamed metal, clay and slate tile roofs (cement based) are permitted. Flat roofs may be utilized so long as they can properly drain which will be determined by the building official.

(6) *Windows.* Openings and panes shall be vertically proportioned or square and be separated with trim.

(7) *Gutters.* Gutters shall be copper, galvanized steel, aluminum or painted if exposed.

(8) *Chimneys.* If chimneys are located on a street-facing wall, they shall extend to the ground.

(9) *Concealed items.* HVAC units, trash storage, and utility meters shall be concealed.

The Lakefront Residential Design Committee has reviewed the proposed development plans and determined that they meet the vision and intent of the Overlay District.

Town Council approval of the attached Development Agreement and associated exhibits is the final step in allowing this project to begin its residential building permit review.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDED ACTION:

The Lakefront Residential Design Committee recommends approval of the attached development plans and associated exhibits.

Attachments

Development Agreement - 205 East Park Drive

STATE OF TEXAS	**§**	**DEVELOPMENT AGREEMENT**
	§	**FOR 205 EAST PARK DRIVE**
COUNTY OF DENTON	**§**	

This Development Agreement for 205 East Park Drive ("**Agreement**") is entered into between Frank Greico, with Pine Ridge Homes, ("**Developer**"), whose address for purposes of this Agreement is 1231 Emerald Sound Blvd, Little Elm, TX 75068, and the Town of Little Elm, Texas ("**Town**"), whose address for purposes of this Agreement is 100 W. Eldorado Parkway, Little Elm, TX 75068. Developer and the Town are sometimes referred herein together as the "**Parties**" and individually as a "**Party**."

Recitals:

1. Developer is the owner of .242 acres generally located at 205 East Park Drive, on the west side of East Park Drive, approximately 600 feet south of Main Street, in the Town of Little Elm, Texas (the "**Property")**, which Property is more particularly described in **Exhibit A** attached hereto.

2. In furtherance of the development of the Property, the Parties have negotiated certain matters regarding the Property as set forth in this Agreement.

3. The Parties seek to memorialize these negotiated matters and to include them in this contractually-binding Agreement.

NOW, THEREFORE, for and in consideration of the above and foregoing premises, the benefits to each of the Parties from this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, the Parties do hereby agree as follows:

Section 1. Incorporation of Premises. The above and foregoing Recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

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

Section 3. Agreements. The Parties agree as follows:

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

Section 4. Miscellaneous.

A. Applicability of Town Ordinances. When the Property is developed, Developer shall construct all structures on the Property, in accordance with all applicable Town

ordinances and building/construction codes, whether now existing or arising prior to such construction in the future.

B. **Default/Mediation**. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

C. **Venue**. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Denton County, Texas.

D. **Relationship of Parties**. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership, joint venture, joint enterprise, or other relationship between or among the Parties.

E. **Severability**. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

F. **Cumulative Rights and Remedies**. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this

Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

G. **Exhibits**. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

H. **Surviving Rights**. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination or expiration of this Agreement shall survive termination or expiration.

I. **Applicable Laws**. This Agreement is made subject to the existing provisions of the Charter of the Town of Little Elm, its present rules, regulations, procedures and ordinances, and all applicable laws, rules, and regulations of the State of Texas and the United States.

J. **Authority to Execute**. The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

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

L. **Headings**. The headings and captions used in this Agreement are for the convenience of the Parties only and shall not in any way define, limit or describe the scope or intent of any provisions of this Agreement.

M. **Entire Agreement**. This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other collateral oral or written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.

N. **Filing in Deed Records**. This Agreement shall be recorded in the real property records of Denton County, Texas. This Agreement and all of its terms, conditions, and provisions is and shall constitute a restriction and condition upon the development of the Property and all portions thereof and a covenant running with the Property and all portions thereof, and is and shall be binding upon Developer and all of Developer's heirs, successors, and assigns and the future owners of the Property and any portion thereof; provided, however, this Agreement shall not constitute an obligation of or be deemed a restriction or encumbrance with respect to any final platted residential lot upon which a completed home has been constructed.

O. **Notification of Sale or Transfer; Assignment of Agreement**. Developer shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "**Assignee**") that is or will

become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement with respect to the portion of the Property transferred to Assignee. If the Property is transferred or owned by multiple parties, this Agreement shall only apply to, and be binding on, such parties to the extent of the Property owned by such successor owner, and if the Developer or any Assignee is in default under this Agreement, such default shall not be an event of default for any non-defaulting Assignee which owns any portion of the Property separate from the defaulting Developer or Assignee. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement with respect to the Property transferred to the successor developer, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

P. **Sovereign Immunity**. The Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

Q. **Exactions/Infrastructure Costs**. Developer has been represented by legal counsel, or has had an opportunity to do so, in the negotiation of this Agreement, and been advised, or has had the opportunity to have legal counsel review this Agreement and advise Developer, regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town in this Agreement are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Developer hereby releases the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

R. **Waiver of Texas Government Code § 3000.001 et seq**. With respect to the improvements constructed on the Property pursuant to this Agreement, Developer hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005.

S. **Rough Proportionality**. Developer hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution with respect to infrastructure requirements imposed by this Agreement. Developer and the Town further agree to waive and release all claims one may have

against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement, with respect to infrastructure requirements imposed by this Agreement.

T. Form 1295 Certificate. The Developer agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, the Developer agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the Town, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate.

U. Undocumented Workers Provision. The Developer certifies that Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of any public subsidy provided under this Agreement to Developer plus six percent (6.0%), not later than the 120th day after the date the Town notifies Developer of the violation.

V. Non-Boycott of Israel Provision. In accordance with Chapter 2270 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2270 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless Developer is not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Developer verifies that Developer does not boycott Israel and will not boycott Israel during the Term of this Agreement.

W. Prohibition on Contracts with Certain Companies Provision. In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

X. Report Agreement to Comptroller's Office. Town covenants and agrees to report this Agreement to the State Comptroller's office within fourteen (14) days of the Effective Date of this Agreement, in accordance with Section 380.004 of the Texas Government Code, as added by Texas House Bill 2404, 87th Tex. Reg. Session (2021) (effective September 1, 2021). [For Chapter 380 Agreements]

Y. Verification Against Discrimination of Firearm or Ammunition Industries. Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19,

87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

Z. Verification Against Discrimination Developer Does Not Boycott Energy Companies. Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) the Developer will not boycott energy companies during the Term of this Agreement.

EXECUTED by the Parties on the dates set forth below, to be effective as of the date first written above.

DEVELOPER
a _____company

By: _____

Date:_____

TOWN OF LITTLE ELM, TEXAS

By:_____
Matt Mueller
Town Manager

Date:_____

ATTEST:

By:_____
Caitlan Biggs
Town Secretary

STATE OF TEXAS §
§
COUNTY OF DENTON §

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

[Seal]

By:_____
Notary Public, State of Texas

My Commission Expires:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

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

[Seal]

By:_____
Notary Public, State of Texas

My Commission Expires:_____

EXHIBIT A

Property Description

STATE OF TEXAS
COUNTY OF DENTON; WHEREAS WE, Pine Ridge Homes, Inc. and Greico Family, LP are the owners of that certain lot, tract, or parcel of land situated in the R. Hensworth Survey Abstract Number 577 in the Town of Little Elm, Denton County, Texas, being all of Lot 10, Block 2 of Frisco Park Estates, an addition to the Town of Little Elm, Denton County, Texas, according to the amending plat thereof recorded in Volume 2, Page 140, Plat Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a capped iron rod marked RPLS 4561 found for corner in the west line of East Park Drive, a public roadway having a right-of-way of 40.0 feet, said point being the southeast corner of Lot 11, Block 2 of said Frisco Park Estates;

THENCE S 00° 42' 07" W, 80.00 feet with said west line of said East Park Drive to a capped iron rod marked RPLS 4561 found for corner, said point being the northeast corner of Lot 9, Block 2 of said Frisco Park Estates;

THENCE N 89° 46' 27" W, 132.00 feet with the north line of said Lot 9 to a capped iron rod marked RPLS 4561 found for corner, said point being the southeast corner of Lot 27, Block 2 of said Frisco Park Estates;

THENCE N 01° 12' 12" E, 80.00 feet with the east line of said Lot 27 to a capped iron rod marked RPLS 4561 found for corner, said point being the southwest corner of said Lot 11;

THENCE S 89° 46' 41" E, 131.30 feet with the south line of said Lot 11 to the PLACE OF BEGINNING and containing 0.242 acre of land.

MICHELLE FRENCH
DENTON COUNTY TAX ASSESSOR/COLLECTOR
P O BOX 90223
DENTON, TX 76202
(940) 349-3500

Tax Certificate

Property Account Number:
44287DEN

Statement Date:	04/29/2022
Owner:	LARSON MARCELLA R
Mailing Address:	PO BOX 436 PIEDMONT SD 577690436

Property Location:	0000205 E PARK ST
Legal:	FRISCO PARK ESTATES BLK 2 LOT 10

TAX CERTIFICATE FOR ACCOUNT : 44287DEN
AD NUMBER: SN0006A-000002-0000-0010-0000
GF NUMBER:
CERTIFICATE NO : 40402893

DATE : 4/29/2022
FEE : $10.00

COLLECTING AGENCY
DENTON COUNTY
P O BOX 90223
DENTON TX 76202

PROPERTY DESCRIPTION
FRISCO PARK ESTATES BLK 2 LOT 10

0000205 E PARK ST
0.2424 ACRES

REQUESTED BY
JERALD YENSAN

4238 I-35 NORTH
DENTON TX 76207

PROPERTY OWNER
LARSON MARCELLA R

PO BOX 436
PIEDMONT SD 577690436

THIS IS TO CERTIFY THAT, AFTER A CAREFUL CHECK OF THE RECORDS OF THE DENTON COUNTY TAX OFFICE, THE FOLLOWING DELINQUENT TAXES, PENALTIES, AND INTEREST ARE DUE ON THE DESCRIBED PROPERTY.

THE ABOVE DESCRIBED PROPERTY TAX MAY BE RECEIVING SPECIAL APPRAISAL BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL APPRAISAL. (IF APPLICABLE).

✓ TAXES FOR 2022 HAVE NOT BEEN BILLED OR CALCULATED.
_____ 26.11 GOVERNMENT AQUISITION - PLEASE SEE ATTACHED WORKSHEET.

CURRENT VALUES

LAND MKT VALUE:	34,848	IMPROVEMENT :	20,685
AG LAND VALUE:	0	DEF HOMESTEAD:	0
APPRAISED VALUE:	55,533	LIMITED VALUE:	0
EXEMPTIONS:			
LAWSUITS:			

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2021	DENTON COUNTY	0.00	0.00	0.00	0.00	0.00	0.00
2021	LITTLE ELM ISD	0.00	0.00	0.00	0.00	0.00	0.00
2021	TOWN OF LITTLE ELM	0.00	0.00	0.00	0.00	0.00	0.00
						2021 SUB TOTAL	$0.00

TOTAL CERTIFIED TAX DUE 4/2022 : **$ 0.00**

ISSUED TO : JERALD YENSAN
ACCOUNT NUMBER: 44287DEN

CERTIFIED BY: Michelle French
AUTHORIZED AGENT OF DENTON COUNTY

DENTON COUNTY TAX OFFICE ★ DENTON, TEXAS ★

1 pages attached

SL

EXHIBIT B

Development Plans

20.0' BL

20.0' BL

1055.46
1045.57
1053.43

14°+5°
COVERED
O. LIVING

G. ROOM
15°+17°

F.P.

DINING
14°+12°

120° x 48° Island

MW
drawer

$

DW

20°+11°
R/O

5.0' SY

135.00'

PAN

PWDR

V.

433 ☐'

2 STORY
FOYER

AUTOS - 2
20°+21°

ENTRY

15° W O.H. Sectional

- 12 PLANTS (VARIETY)
  topiary, texas pistachio, chinese holly, yaupon holly, dusty miller, primrose jasmine
- (2x) LIVE OAKS

40.00'

14°+5°
COVERED
O. LIVING

G. ROOM
15°+17°

F.P.

4'-0"

10° CLG
DOWN

DINING
14°+12°

120° x 48° Island

MW
drawer

$

DW

20°+11°
R/O

5.0' SY

5.0' SY STOR

135.00'

PAN

PWDR

V.

433 ☐'

2 STORY
FOYER

UP

AUTOS - 2
20°+21°

ENTRY

15° W O.H. Sectional

- 12 PLANTS (VARIETY)
  topiary, texas pistachio, chinese holly, yaupon holly, dusty miller, primrose jasmine
- (2x) LIVE OAKS

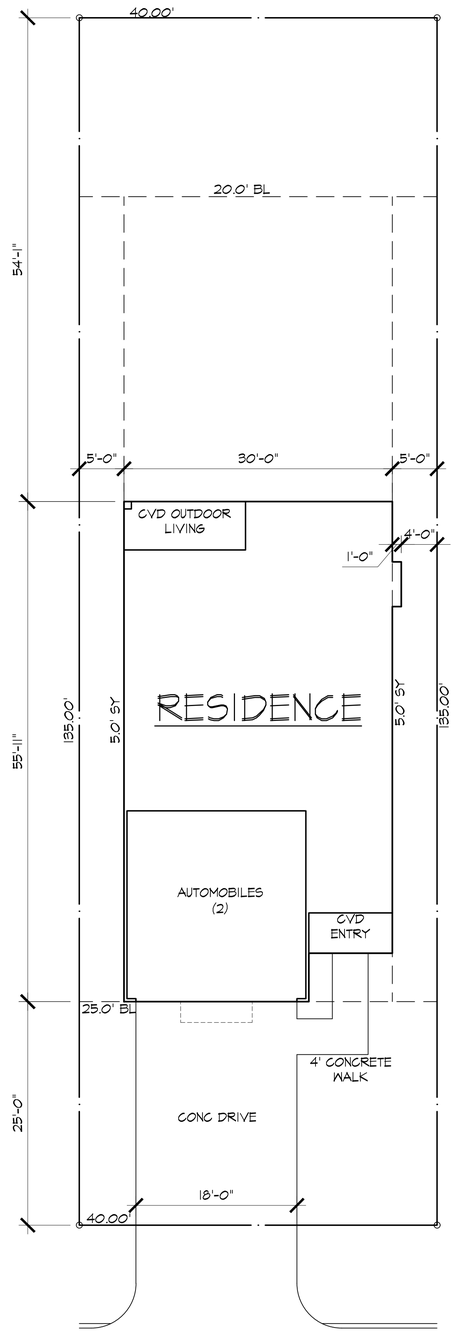
40.00'

- LANDSCAPE PLAN - SC: 1/8" = 1'-0"

- COVERT + ASSOCIATES, LLC.
- HOMES.
- FRANK GRECO
- PINERIDGE

SPEC 1

LOT TOTAL	5400 SQ FT
PAD AREA RESIDENCE	1627 SQ FT
ACTUAL LOT COVERAGE	30.1%



COVERT + ASSOCIATES
RESIDENTIAL DESIGN
17810 DAVENPORT ROAD, SUITE 111 DALLAS, TEXAS 75252
972.783.4660 PLANS@COVERTANDASSOCIATES.COM

SPEC PLAN
PINERIDGE HOMES

22025

4-14-22

1
OF 5

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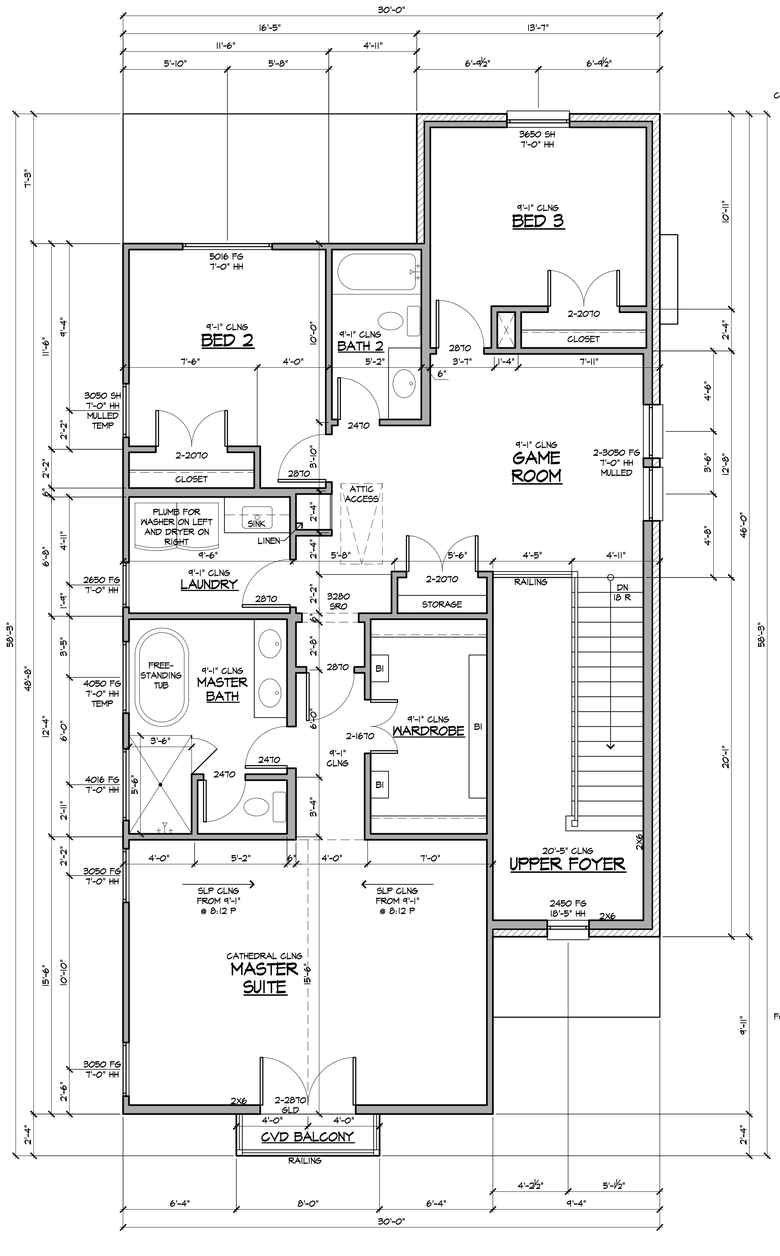
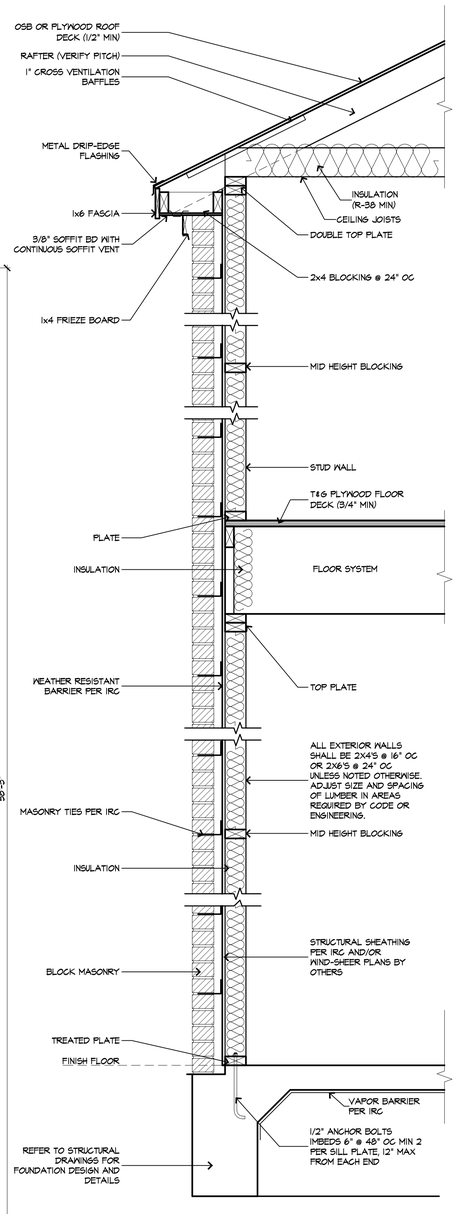
SPEC 1



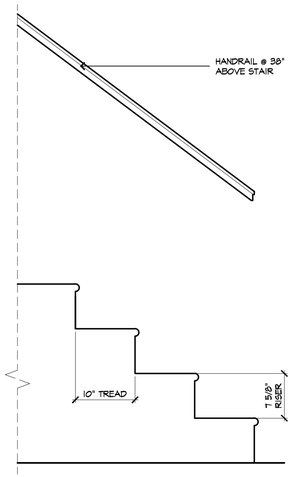
UPPER LEVEL FLOOR PLAN

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



WALL SECTION

NTS



STAIR DETAIL

NTS

PLAN ABBREVIATIONS:

SRO	SHEET ROCK OPENING
HH	HEADER HEIGHT
CLNG	CEILING HEIGHT
AFF	ABOVE FINISH FLOOR
FG	FIXED
SH	SINGLE HUNG
CSMT	CASEMENT

MASONRY LEGEND

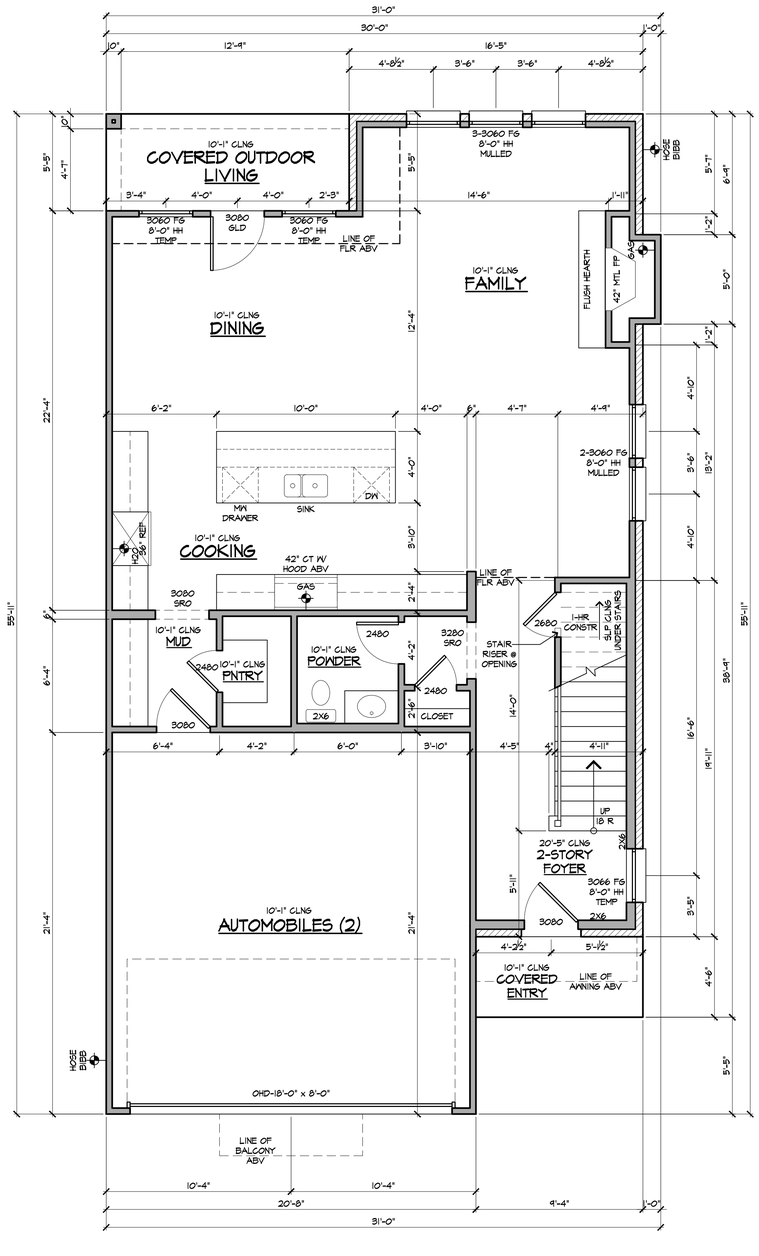
BRICK

GENERAL NOTES:

1) ALL LOWER LEVEL PLATE HEIGHTS TO BE 10'-1" UNLESS NOTED OTHERWISE.
2) ALL UPPER LEVEL PLATE HEIGHTS TO BE 9'-1" UNLESS NOTED OTHERWISE.
3) ALL WALLS ARE 2X4 STUD WALLS UNLESS NOTED OTHERWISE.
4) A/C UNITS & WATER HEATERS TO BE MOUNTED IN ATTIC SPACE.
5) THESE PLANS ARE IN COMPLIANCE WITH 2018 IRC. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE NATIONAL AND LOCAL BUILDING CODES.

AREAS

LOWER LEVEL A/C	1,074 SQ FT
UPPER LEVEL A/C	1,278 SQ FT
TOTAL A/C	**2,352 SQ FT**
AUTOMOBILES	487 SQ FT
COVERED ENTRY	42 SQ FT
COVERED OUTDOOR LIVING	74 SQ FT
COVERED BALCONY @ MASTER SUITE	19 SQ FT
TOTAL UNDER ROOF	**2,924 SQ FT**
PAD AREA	**1,627 SQ FT**



LOWER LEVEL FLOOR PLAN

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

COVERT + ASSOCIATES
RESIDENTIAL DESIGN

17810 DAVENPORT ROAD, SUITE 111 DALLAS, TEXAS 75252
972.783.4660 PLANS@COVERTANDASSOCIATES.COM

SPEC PLAN
PINERIDGE HOMES

22025

4-14-22

2
OF 5

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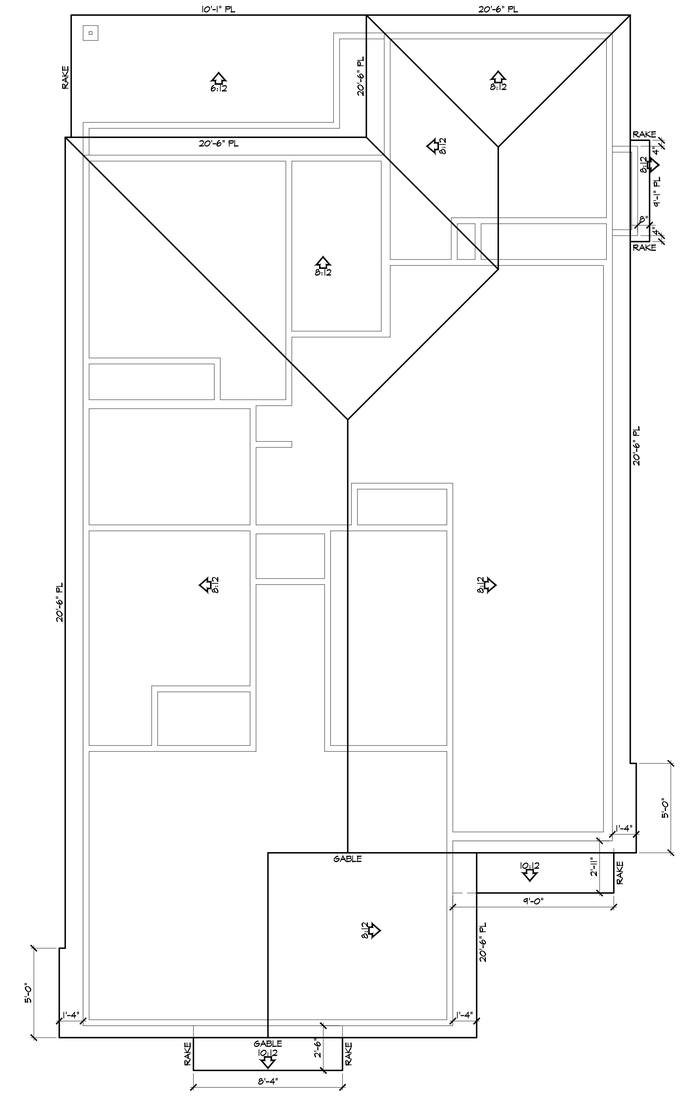
SPEC



ROOF PLAN

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

1) ARROWS INDICATE DOWNWARD SLOPE OF ROOF.
2) TYPICAL OVERHANGS TO BE 12" FROM OUTSIDE FACE OF FRAME UNLESS NOTED OTHERWISE.
3) TYPICAL OVERHANGS @ RAKES TO BE 8" FROM OUTSIDE FACE OF FRAME UNLESS NOTED OTHERWISE.
4) 2ND LEVEL PLATE HEIGHTS BASED ON 1'-3" FLOOR SYSTEM W/ 1" DECKING. SUBJECT TO CHANGE BASED ON FLOOR SYSTEM USED.
5) THESE PLANS ARE IN COMPLIANCE WITH 2018 IRC. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE NATIONAL AND LOCAL BUILDING CODES.

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SPEC PLAN
PINERIDGE HOMES

22025

4-14-22

4

OF 5

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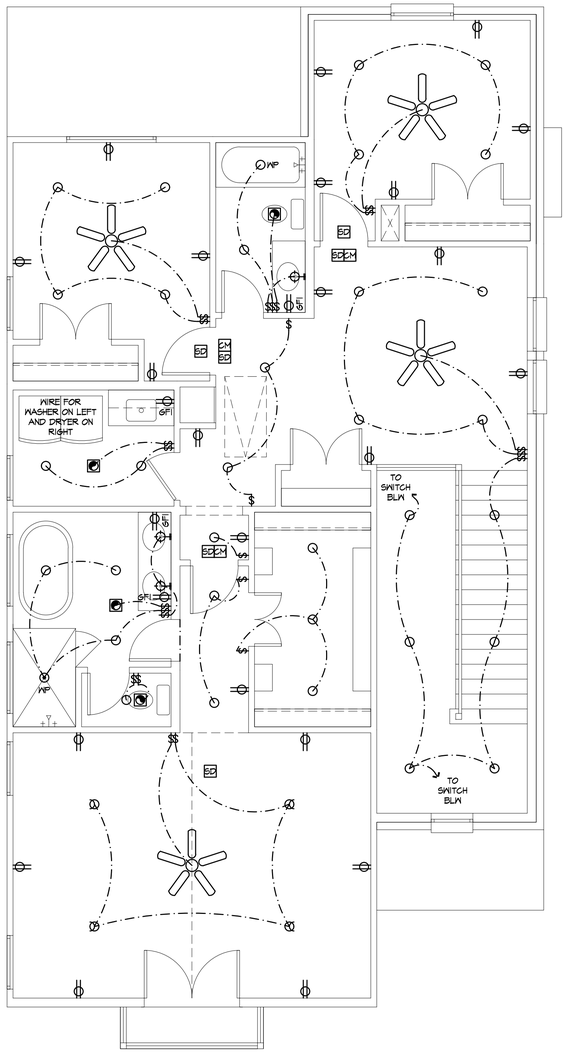
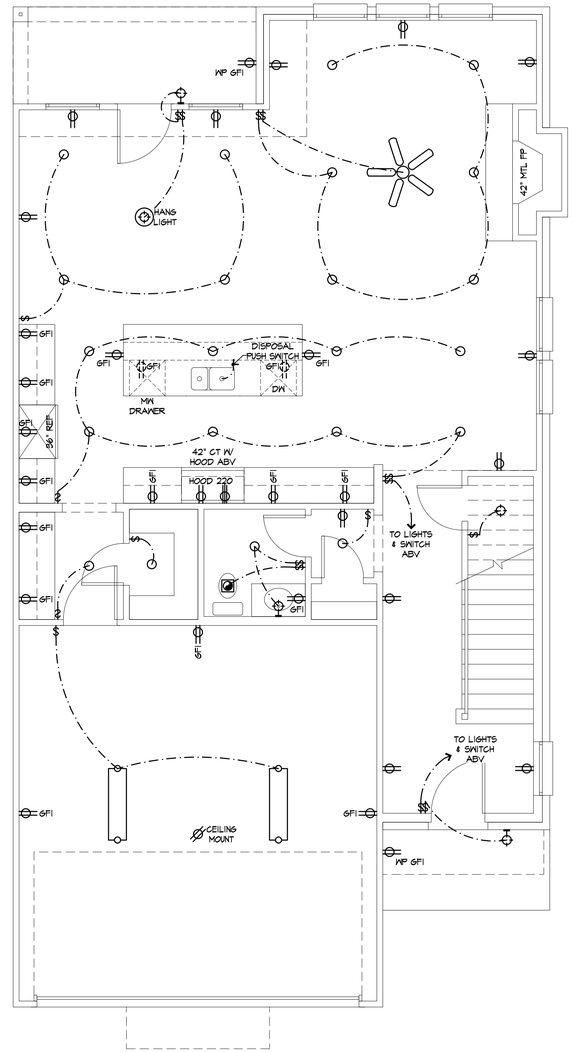
SPEC 1



ELECTRICAL LEGEND

○	RECESSED CAN	◀	PHONE
◎	RECESSED SPOT	◁	TV
✲	CEILING-MOUNT LIGHT FIXTURE	⇜	SWITCH
⊢✲	WALL-MOUNT LIGHT FIXTURE	⇜ D	SWITCH W/ DIMMER
OMINI	RECESSED MINI CAN	⊖	110-V OUTLET (NST IF ABOVE 12')
═══	UNDER CABINET XENON LIGHTING	⊖ D	DEDICATED 110-V OUTLET
HANG LIGHT	HANGING LIGHT	FLOOR MOUNT	110-V FLOOR OUTLET (VERIFY LOCATION W/ BUILDER/CLIENT)
	DOUBLE FLOOD LIGHT	⊖ GFI	110-V GFCI OUTLET
SL	STEP LIGHT	⊖ WP	110-V WEATHERPROOF GFCI OUTLET
	UP-LIGHT	⊖ 1/2 H	110-V HALF-HOT OUTLET
SD	SMOKE DETECTOR	CEILING MOUNT	110-V CEILING-MOUNT OUTLET
CM	CARBON MONOXIDE DETECTOR	SOFFIT MOUNT	110-V SOFFIT-MOUNT WEATHERPROOF GFCI OUTLET
	FLUSH-MOUNT FLUORESCENT LIGHT	⊖ 220	220-V OUTLET
◇ PENDANT	PENDANT LIGHT		EXHAUST FAN
			LED LIGHT/ EXHAUST FAN COMBO
FAN W/ LT	CEILING FAN W/ LIGHT		CEILING FAN ONLY



UPPER LEVEL ELECTRICAL PLAN

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

LOWER LEVEL ELECTRICAL PLAN

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

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SPEC PLAN
PINERIDGE HOMES

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OF 5

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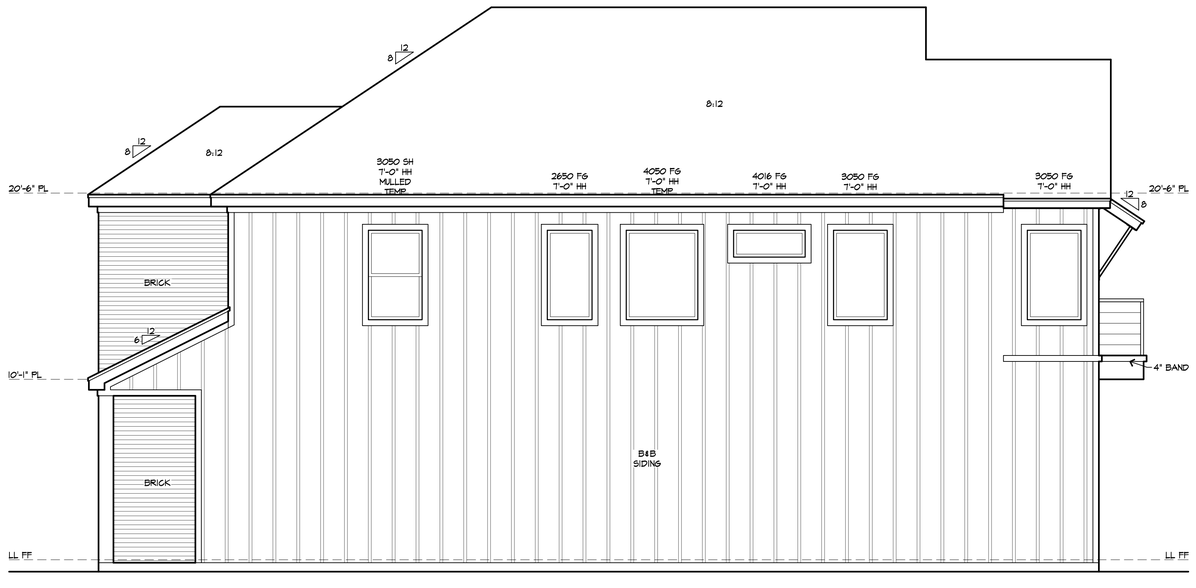
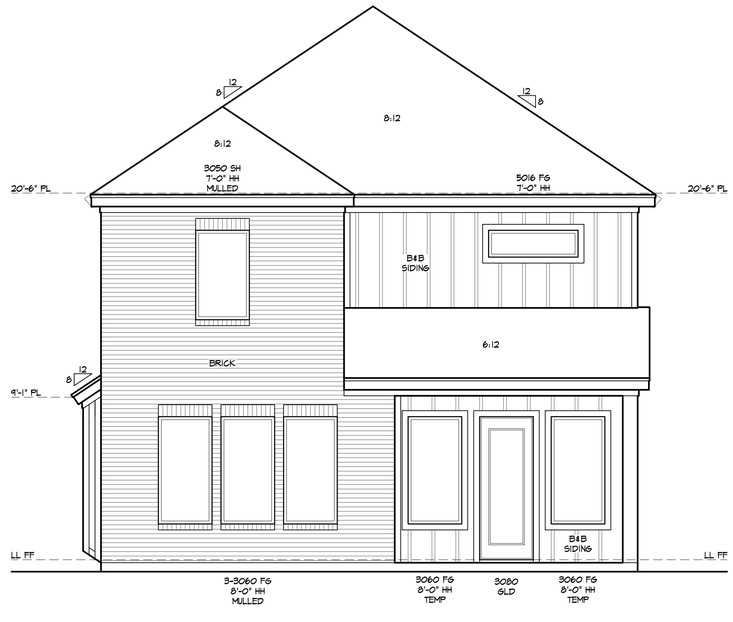
SPEC



LEFT ELEVATION

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

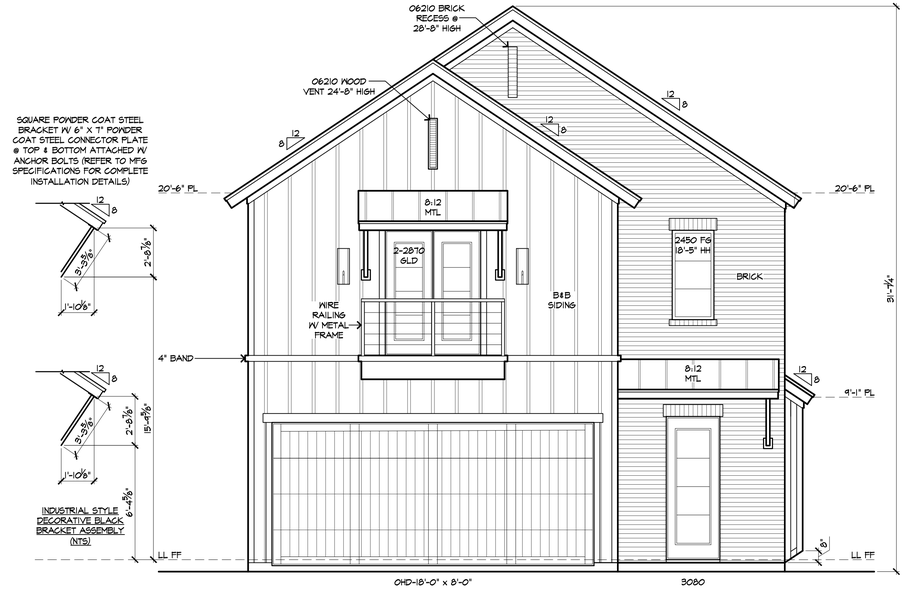


REAR ELEVATION

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

RIGHT ELEVATION

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



FRONT ELEVATION

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

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SPEC PLAN
PINERIDGE HOMES

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4-14-22

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HOUSE 1
??? EAST PARK DRIVE
LOT 10 R-1/FRISCO PARK ESTATES

COLOR & DETAIL SPECS

Color Drawings (included)

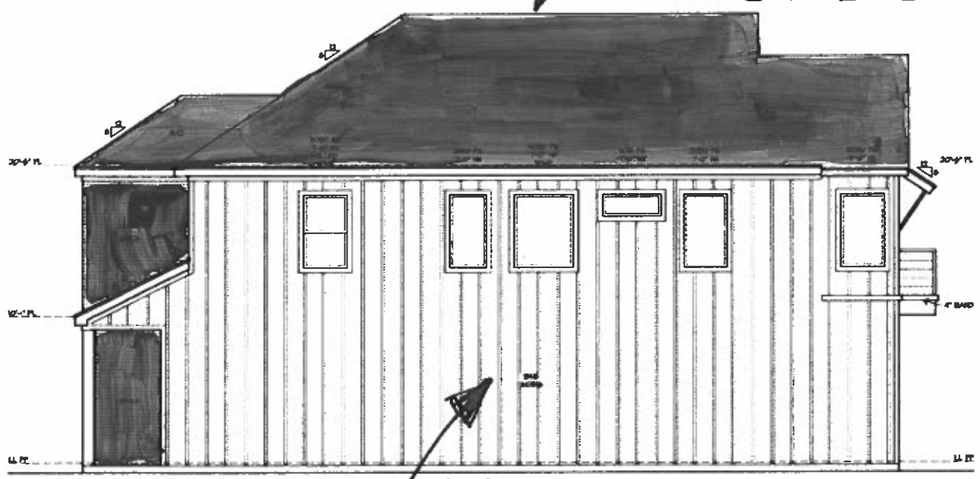
Paint By Sherwin Williams	Painted Brick Painted Hardi Siding	Cavier Black (SW 6990) Pure White (SW 7005)
Roof Shingles	30 Year Natural Shadow	Black
Metal Roof Accents	Standing Seam	Black
Windows	MI Windows	White
Front Lighting Balcony (2) Front Porch (1)	 Farmhouse Style Farmhouse Style	 Black Black
Garage Door	Farmhouse Style	Natural Cedar
Siding James Hardie	Panel Vertical Siding Made Of Fiber Cement	Pure White (SW 7005)

DECORATIVE ARCHITECTURAL FEATURES INCLUDE:
CEDAR WOOD GARAGE DOOR, PERMANENT AWNINGS, FARMHOUSE LANTERN LIGHTS, FRONT COVERED BALCONY, METAL ROOF ACCENTS, DECORATIVE ATTIC VENTS, PAINTED BRICK.

LOT 10 R-1

"BLACK" ROOF

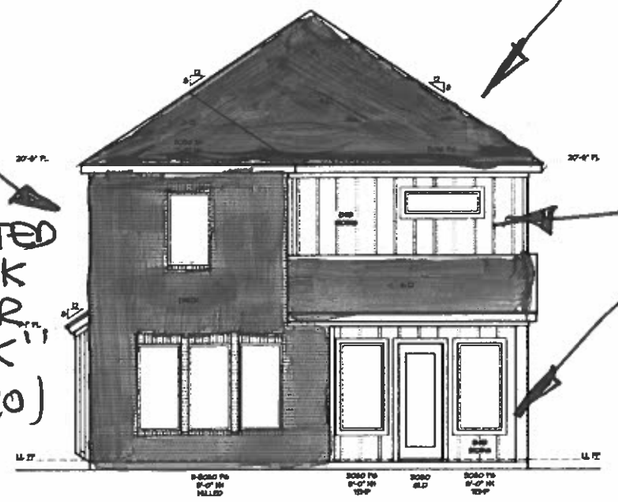
SPEC



"PURE WHITE" (SW 7005)

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

"BLACK" ROOF



PAINTED BRICK "CAVIER BLACK" (SW 6990)

"PURE WHITE" (SW 7005)

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

"BLACK" ROOF

"PURE WHITE" (SW 7005)

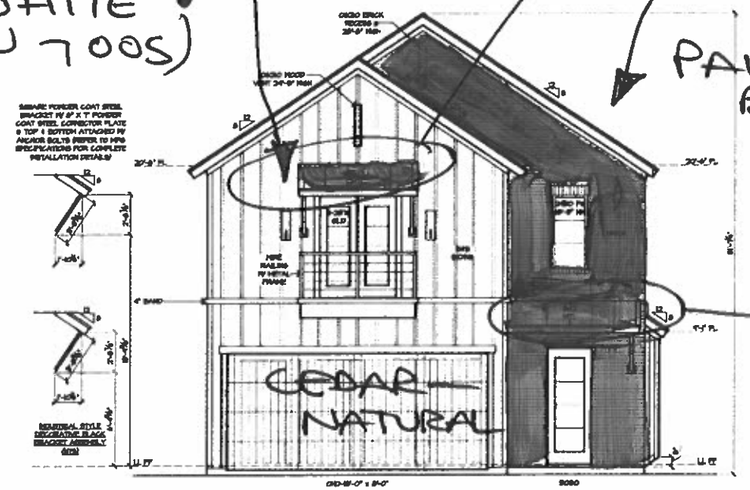
"PURE WHITE" (SW 7005)

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

"BLACK" METAL ROOF"

"PURE WHITE" (SW 7005)

PAINTED BRICK "CAVIER BLACK" (SW 6990)



"BLACK" METAL ROOF

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

PAINTED BRICK "CAVIER BLACK" (SW 6990)

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SPEC PLAN
BRIDGE HOMES

22205
4.14.22

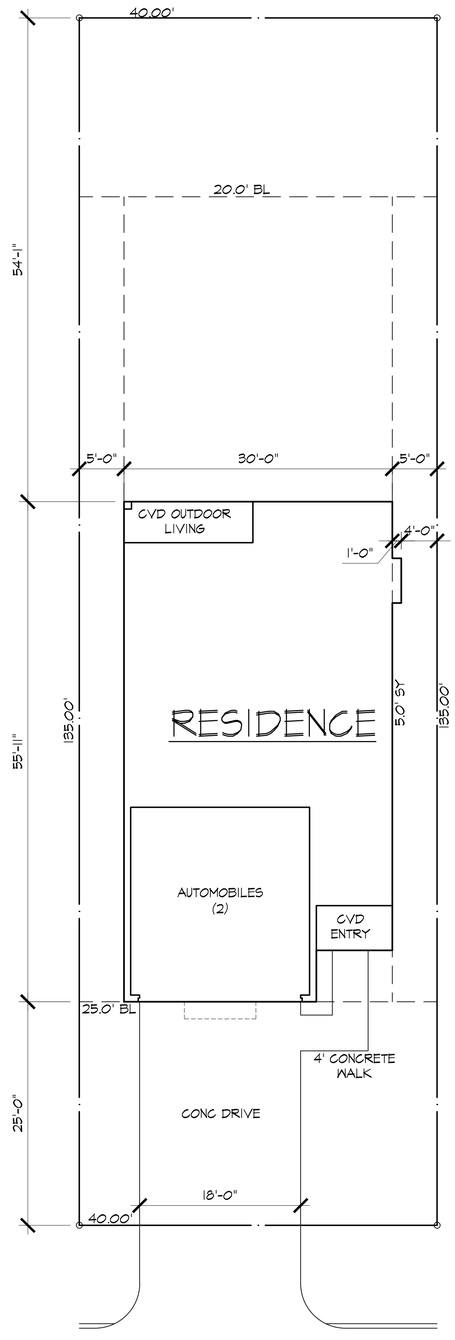
3
OF 5

BRICK
SIDING
BRICK

HOUSTONRENDERING

SPEC 2

LOT TOTAL	5400 SQ FT
PAD AREA RESIDENCE	1626 SQ FT
ACTUAL LOT COVERAGE	30.1%



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SPEC PLAN
PINERIDGE HOMES

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4-14-22

1 (2)
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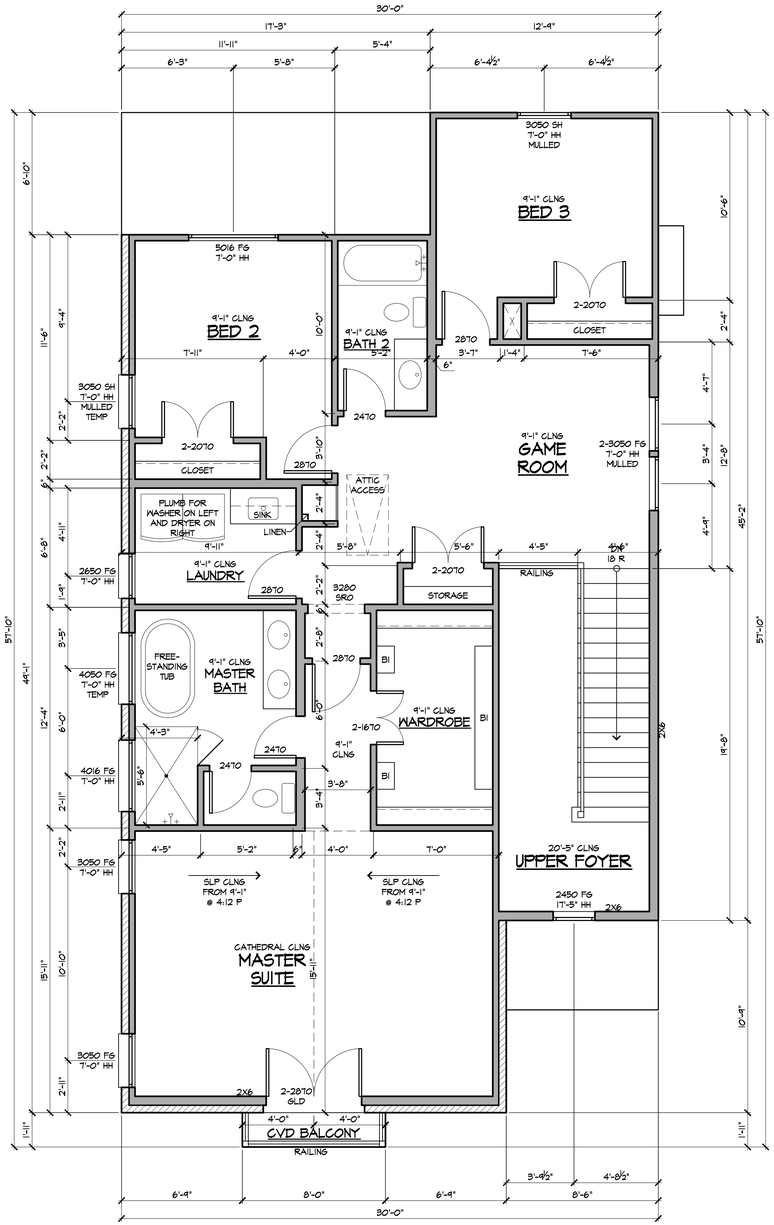
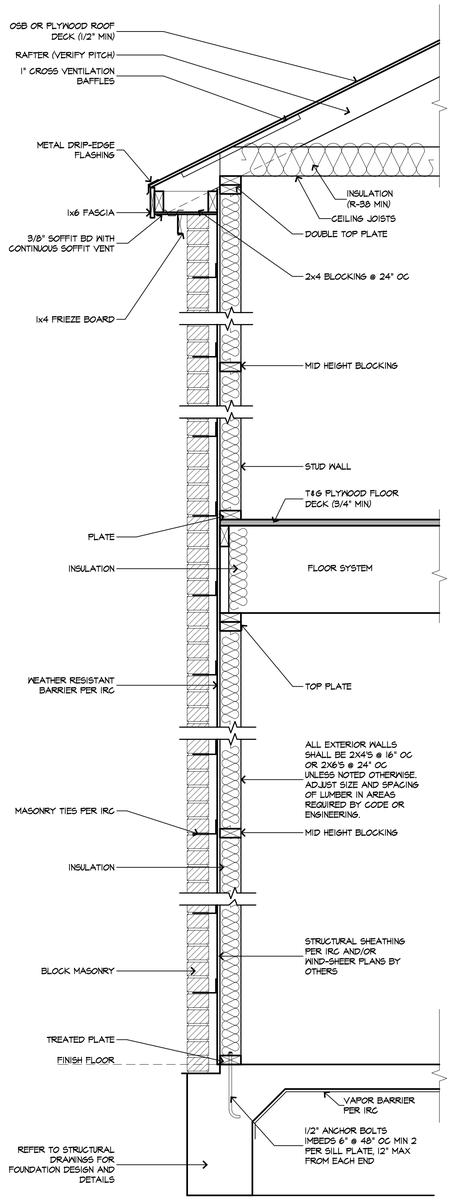
SPEC 2



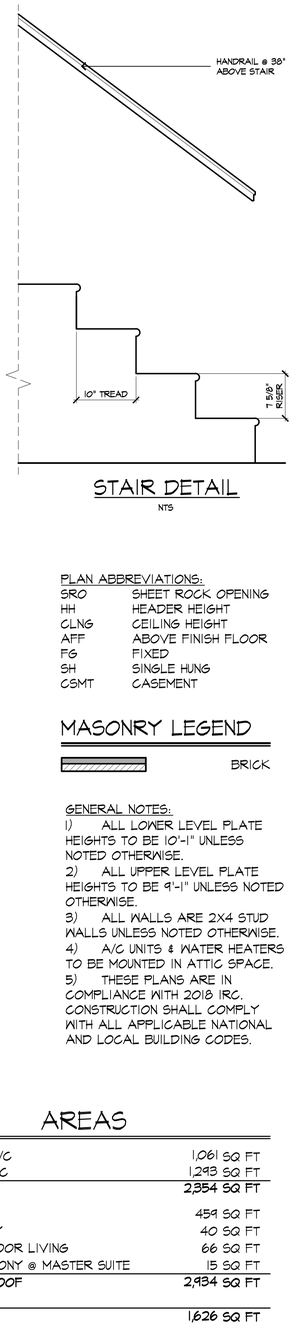
UPPER LEVEL FLOOR PLAN

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



WALL SECTION

NTS



STAIR DETAIL

NTS

PLAN ABBREVIATIONS:

SRO	SHEET ROCK OPENING
HH	HEADER HEIGHT
CLNG	CEILING HEIGHT
AFF	ABOVE FINISH FLOOR
FG	FIXED
SH	SINGLE HUNG
CSMT	CASEMENT

MASONRY LEGEND

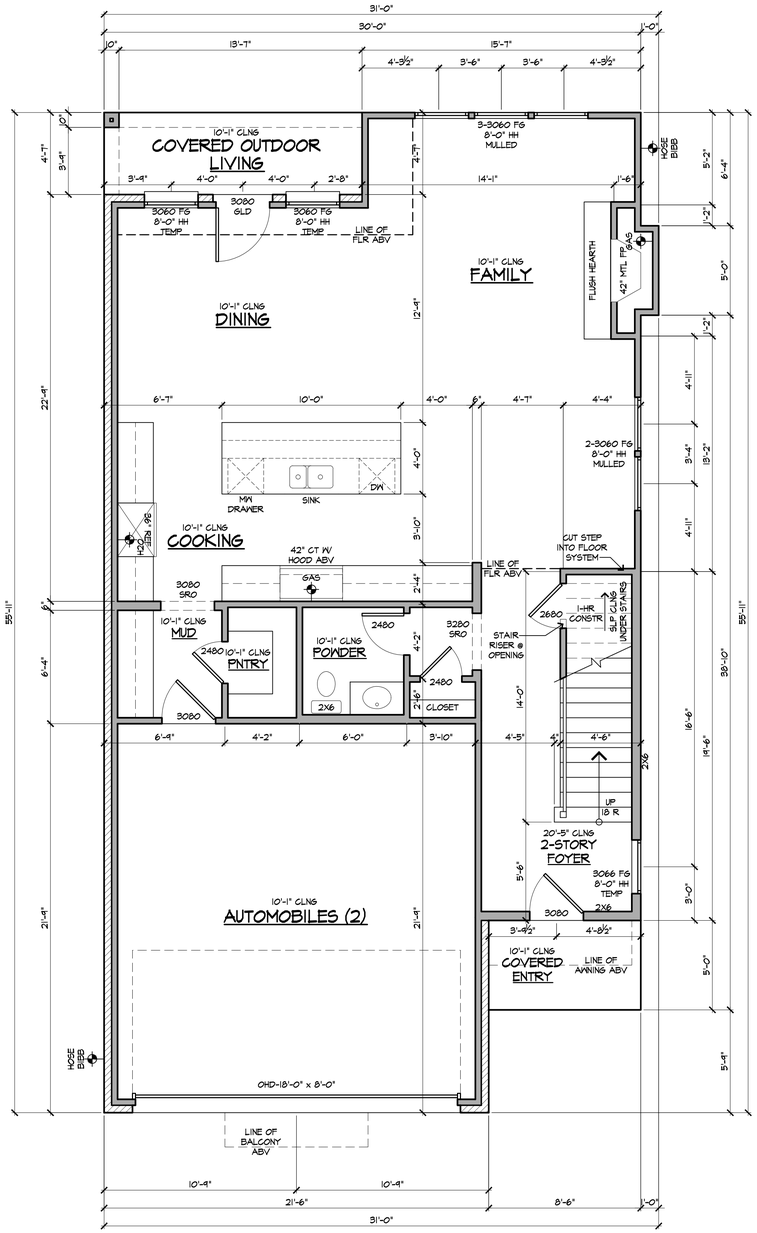
BRICK

GENERAL NOTES:

1) ALL LOWER LEVEL PLATE HEIGHTS TO BE 10'-1" UNLESS NOTED OTHERWISE.
2) ALL UPPER LEVEL PLATE HEIGHTS TO BE 9'-1" UNLESS NOTED OTHERWISE.
3) ALL WALLS ARE 2X4 STUD WALLS UNLESS NOTED OTHERWISE.
4) A/C UNITS & WATER HEATERS TO BE MOUNTED IN ATTIC SPACE.
5) THESE PLANS ARE IN COMPLIANCE WITH 2018 IRC. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE NATIONAL AND LOCAL BUILDING CODES.

AREAS

LOWER LEVEL A/C	1,061 SQ FT
UPPER LEVEL A/C	1,293 SQ FT
TOTAL A/C	**2,354 SQ FT**
AUTOMOBILES	459 SQ FT
COVERED ENTRY	40 SQ FT
COVERED OUTDOOR LIVING	66 SQ FT
COVERED BALCONY @ MASTER SUITE	15 SQ FT
TOTAL UNDER ROOF	**2,934 SQ FT**
PAD AREA	**1,626 SQ FT**



LOWER LEVEL FLOOR PLAN

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

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SPEC PLAN
PINERIDGE HOMES

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2 (2)
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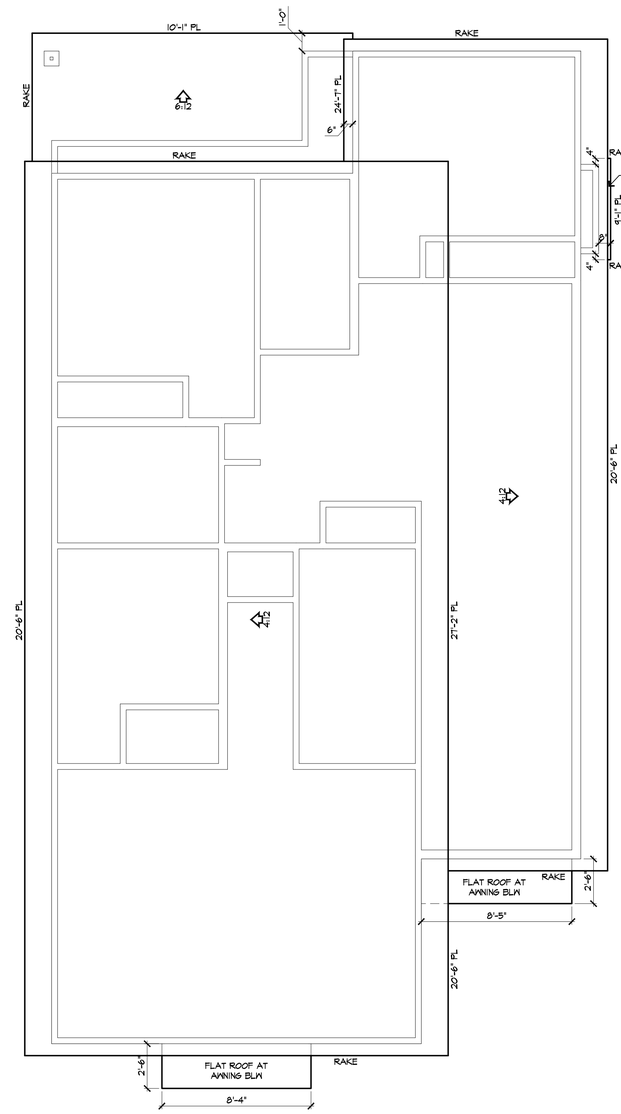
SPEC 2



ROOF PLAN

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

1) ARROWS INDICATE DOWNWARD SLOPE OF ROOF.
2) TYPICAL OVERHANGS TO BE 18" FROM OUTSIDE FACE OF FRAME UNLESS NOTED OTHERWISE.
3) TYPICAL OVERHANG @ RAKES TO BE 8" FROM OUTSIDE FACE OF FRAME UNLESS NOTED OTHERWISE.
4) 2ND LEVEL PLATE HEIGHTS BASED ON 1'-3" FLOOR SYSTEM W/ 1" DECKING. SUBJECT TO CHANGE BASED ON FLOOR SYSTEM USED.
5) THESE PLANS ARE IN COMPLIANCE WITH 2018 IRC. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE NATIONAL AND LOCAL BUILDING CODES.

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SPEC PLAN
PINERIDGE HOMES

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4 (2)
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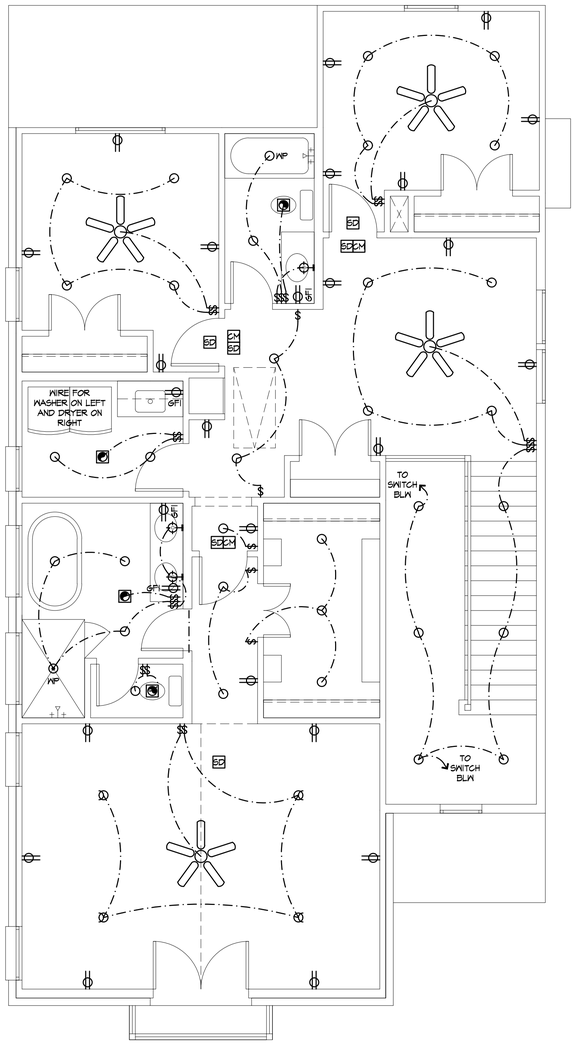
SPEC 2

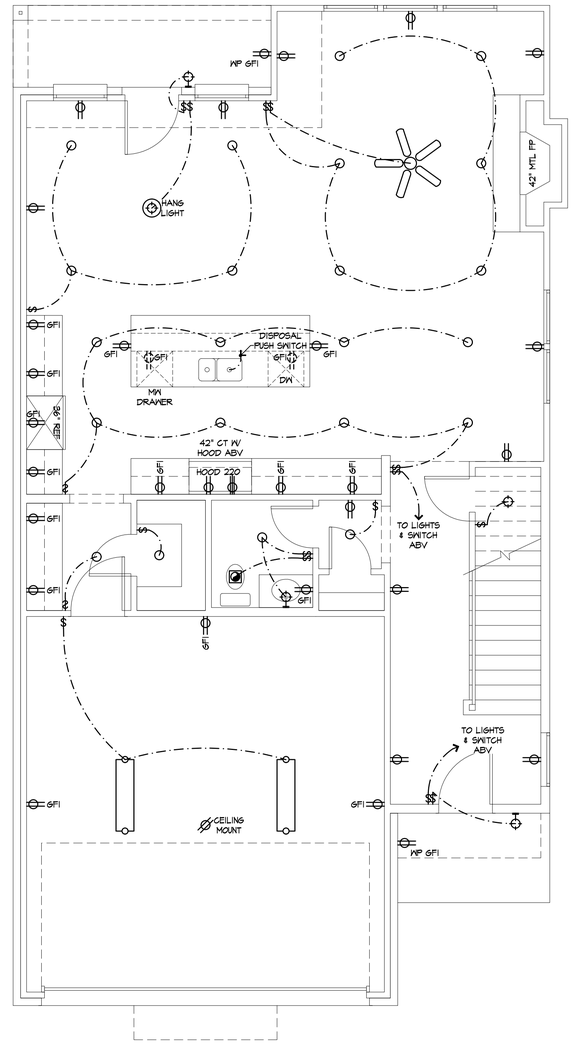


UPPER LEVEL ELECTRICAL PLAN

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

ELECTRICAL LEGEND

○	RECESSED CAN	◀	PHONE
◎	RECESSED SPOT	◁	TV
⊙	CEILING-MOUNT LIGHT FIXTURE	⇜	SWITCH
⊢⊙	WALL-MOUNT LIGHT FIXTURE	⇜ D	SWITCH W/ DIMMER
OMINI	RECESSED MINI CAN	⊜	110-V OUTLET (NOT IF ABOVE 12")
═══	UNDER CABINET XENON LIGHTING	⊜ D	DEDICATED 110-V OUTLET
HANG LIGHT	HANGING LIGHT	FLOOR MOUNT	110-V FLOOR OUTLET (VERIFY LOCATION W/ BUILDER/CLIENT)
	DOUBLE FLOOD LIGHT	⊜ GFI	110-V GFCI OUTLET
SL	STEP LIGHT	⊜ WP	110-V WEATHERPROOF GFCI OUTLET
	UP-LIGHT	⊜ 1/2 H	110-V HALF-HOT OUTLET
SD	SMOKE DETECTOR	CEILING MOUNT	110-V CEILING-MOUNT OUTLET
CM	CARBON MONOXIDE DETECTOR	SOFFIT MOUNT	110-V SOFFIT-MOUNT WEATHERPROOF GFCI OUTLET
	FLUSH-MOUNT FLUORESCENT LIGHT	⊜ 220	220-V OUTLET
◇ PENDANT	PENDANT LIGHT		EXHAUST FAN
			LED LIGHT/ EXHAUST FAN COMBO
FAN W/ LT	CEILING FAN W/ LIGHT		CEILING FAN ONLY



LOWER LEVEL ELECTRICAL PLAN

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

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SPEC PLAN
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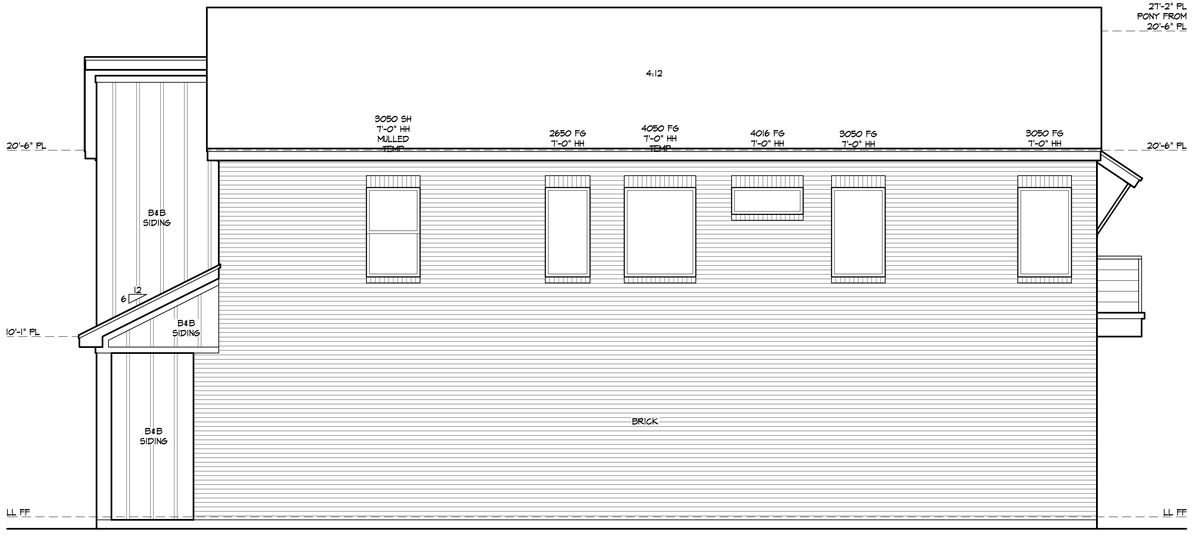
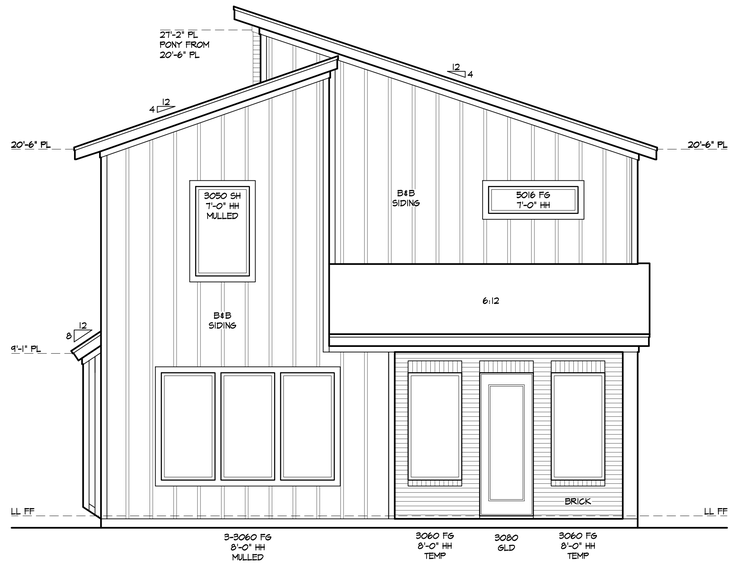
SPEC 2



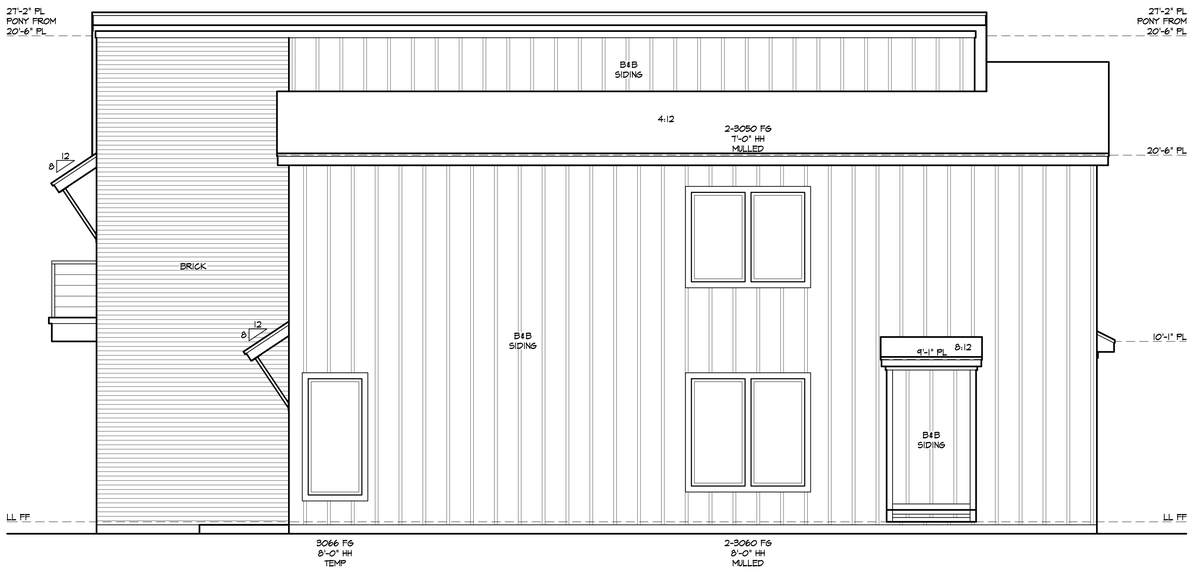
LEFT ELEVATION

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



REAR ELEVATION

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



RIGHT ELEVATION

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

FRONT ELEVATION

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

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SPEC PLAN
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HOUSE 2
??? EAST PARK DRIVE
LOT 10 R-2/FRISCO PARK ESTATES

COLOR & DETAIL SPECS

Color Drawings (included)

Paint By Sherwin Williams	Painted Brick Painted Hardi Siding	Mindful Gray (SW 7016) Pure White (SW 7005)
Roof Shingles	30 Year Natural Shadow	Black
Metal Roof Accents	Standing Seam	Black
Windows	MI Windows	White
Front Lighting Balcony (2) Front Porch (1)	 Farmhouse Style Farmhouse Style	 Black Black
Garage Door	Farmhouse Style	Natural Cedar
Siding James Hardie	Panel Vertical Siding Made Of Fiber Cement	Pure White (SW 7005)

DECORATIVE ARCHITECTURAL FEATURES INCLUDE:
CEDAR WOOD GARAGE DOOR, PREMANENT AWNINGS, FARMHOUSE LANTERN LIGHTS, FRONT COVERED BALCONY, METAL ROOF ACCENTS, PAINTED BRICK.

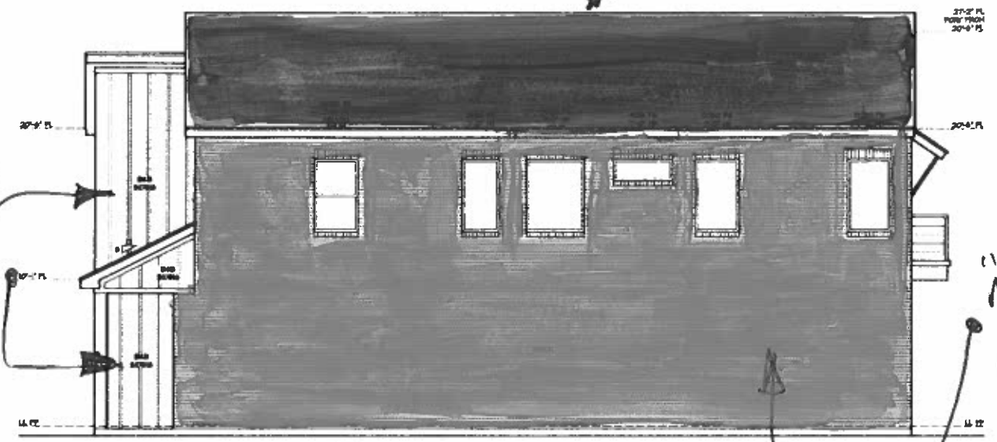
LOT 10R-2

SPEC 2

"BLACK ROOF"

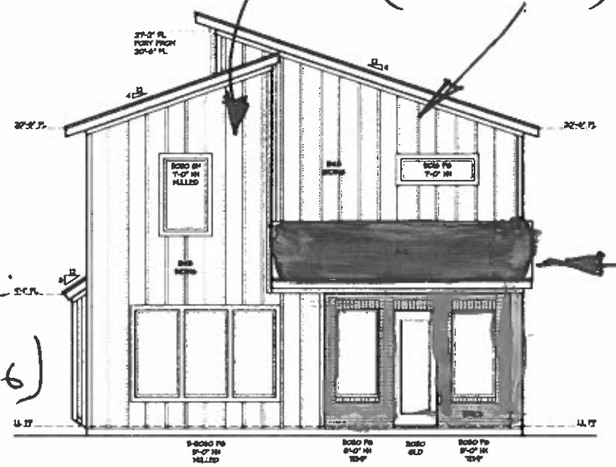
"PURE WHITE" (SW 7005)

"MINDFUL GRAY" (SW 7016)



LEFT ELEVATION

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



REAR ELEVATION

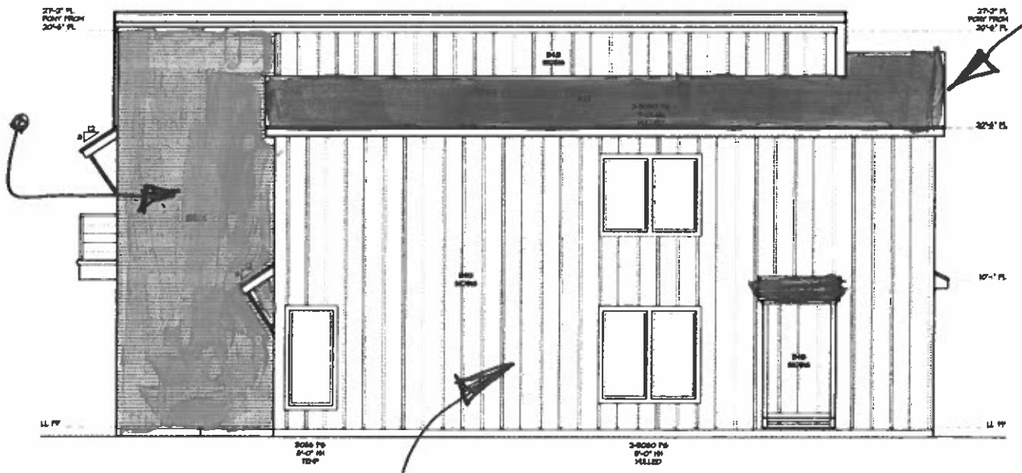
SCALE: 1/4" = 1'-0"

"PURE WHITE" (SW 7005)

"BLACK ROOF"

"MINDFUL GRAY" (SW 7016)

"BLACK ROOF"

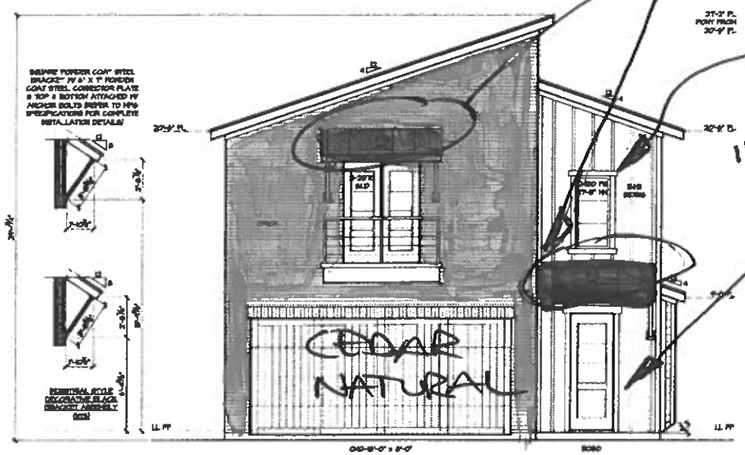


RIGHT ELEVATION

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

"PURE WHITE" (SW 7005)

"BLACK METAL ROOF



FRONT ELEVATION

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

"PURE WHITE" (SW 7005)

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SPEC PLAN
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3 (2)
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SIDING
BRICK
BRICK
SIDING

HOUSTONRENDERING

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MENU JamesHardie™

HARDIE® PANEL VERTICAL SIDING
SMOOTH

HARDIE® PANEL VERTICAL SIDING
STUCCO

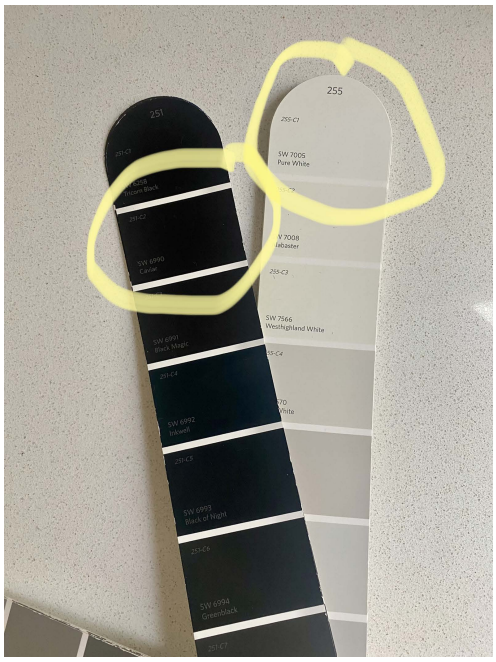
HARDIE® PANEL VERTICAL SIDING
SIERRA 8

36 months ago

HARDIEPANEL® VERTICAL SIDING ARCTIC WHITE

Vertical siding that is sure to add a visual punch.

244
244-C1
244-C2
SW 7016
Mindful Gray
244-C3
SW 7017
Dorian Gray
244-C4
SW 9170
Acier
244-C5
SW 7018
Dovetail
244-C6
SW 7019
Gauntlet Gray
255
255-C1
SW 7005
Pure White
SW 7008
Alabaster
255-C3
SW 7566
Westhighland White
255-C4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SW 6990
Caviar
SW 6991
Black Magic
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Inkwell
251-C5
SW 6993
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255-C1
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Pure White
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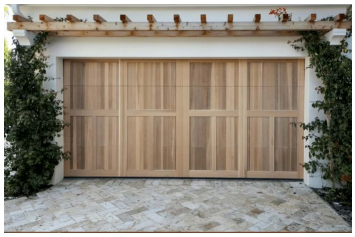
SW 7566
Westhighland White



frank quiroz | president
quiroz@ghomes.net
https://outlook.office.com/mail/inbox/id/AAMkADI1ZjM1NjE5LTk4ZjgtNGQ1Ni1iYjk4LTQ1NjBmNjY2NjE4NgBGAAAAAAAiQ8W967B7TKBMcPENnnLyBwAiYseElAVPRaQAAAAAAEMAACIYseElAVPRaQAAAAAAEUAAAA%3D/attachments/AAMkADI1ZjM1NjE5LTk4ZjgtNGQ1Ni1iYjk4LTQ1NjBmNjY2NjE4NgBGAAAAAAAiQ8W967B7TKBMcPENnnLyBwAiYseElAVPRaQAAAAAAEMAACIYseElAVPRaQAAAAAAEUAAAABAAAAAAA

Date:	09/06/2022
Agenda Item #:	6. L.
Department:	Development Services
Strategic Goal:	Maximize community recreation and leisure activities
Staff Contact:	Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Award a **Construction Contract to AUI Partners, LLC for the Lawn at The Lakefront Project (Project 2022-10) in an Amount not to Exceed $3,775,605.**

DESCRIPTION:

In April 2022, Town staff issued a Request for Qualifications (RFQ) seeking contractors experienced in completing park and youth sports projects. Two contractors responded to the RFQ, and after the responses were evaluated by staff, AUI Partners was selected as the most qualified firm to complete the project. The design plans were completed in December 2021 and the contractor has submitted final pricing for the project.

The Lawn at The Lakefront Project is located on Main Street near the newly-opened Tinman Social Entertainment Venue. The project includes the following elements:

- Open Space/Lawn Games Area
- Pedestrian connections to adjacent developments and neighborhood
- Playground
- Outdoor Seating
- Performance Plaza
- Site Lighting and Utilities
- Landscaping and Irrigation

Construction Manager at Risk (CMAR) is a construction delivery method that requires a commitment by the construction manager to deliver the project within a Guaranteed Maximum Price (GMP). The construction manager acts as a consultant to the Town in the development and design phases (preconstruction) and as the general contractor during the construction phase.

The pre-construction phase has been completed and AUI Partners has submitted a Guaranteed Maximum Price (GMP) and draft contract documents.

BUDGET IMPACT:

Funding for the project is allocated in the Town's Capital Improvement funds:

Construction Costs	$ 3,675,605.00
Furnishings Allowance	$ 100,000.00
Total GMP	**$ 3,775,605.00**

RECOMMENDED ACTION:

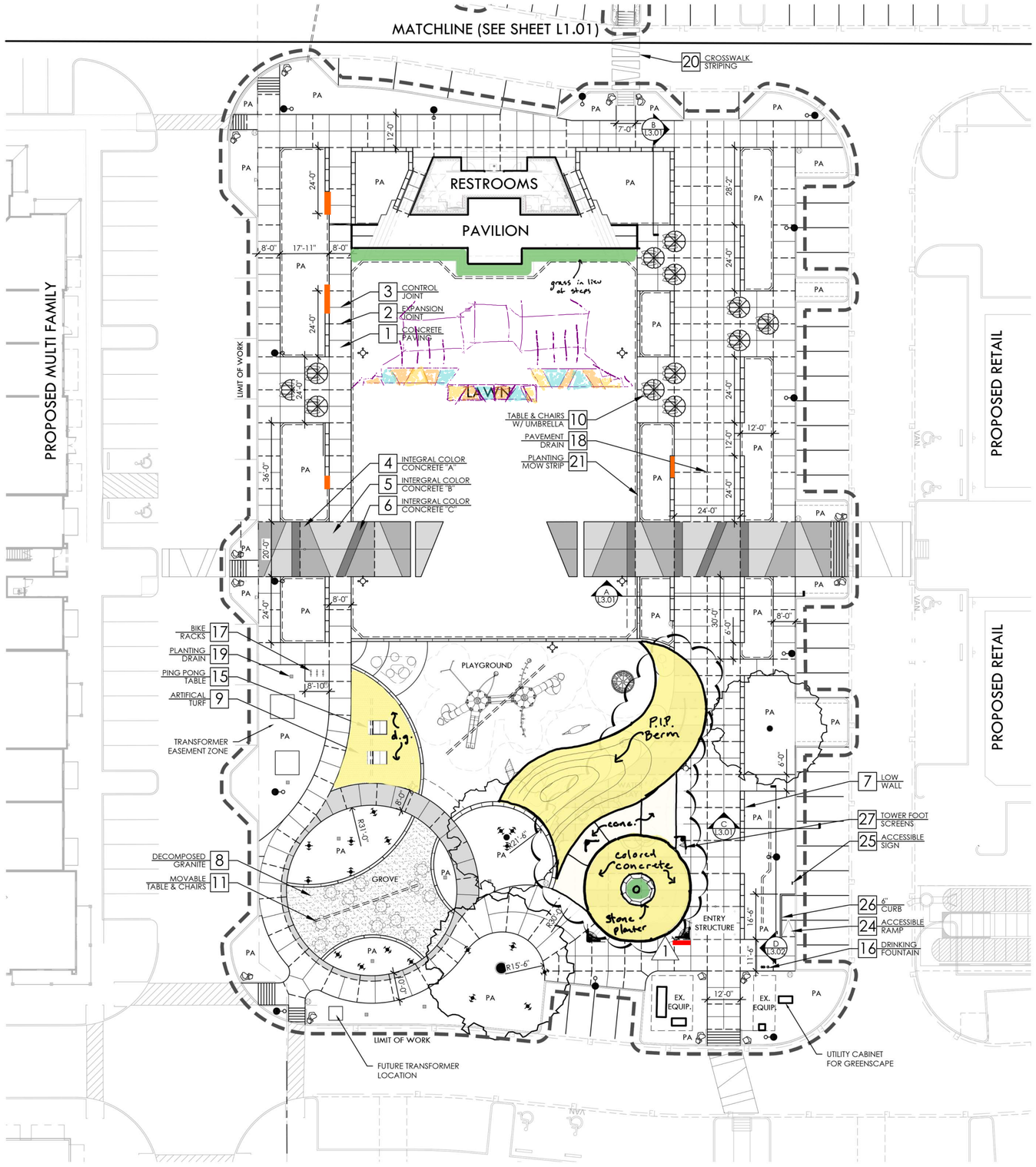
Staff recommends approval.

Attachments

Project Layout

Draft Contract

Pricing Information



LEGEND

- PROPERTY LINE
- LIMIT OF WORK
- FENCE LINE
- FIRE LANE STRIPING
- EXISTING CONCRETE CURB
- PLANTING AREA (REF. PLANTING PLAN) — PA
- EXISTING TREE TO REMAIN

CONSTRUCTION KEY

SYM.	KEY	DESCRIPTION	DETAIL NO:	DETAIL SHEET:
	1	CONCRETE PAVING WITH BROOM FINISH	A	L3.00
	2	EXPANSION JOINT	B	L3.00
	3	CONTROL JOINT	C	L3.00
	4	INTEGRAL COLOR CONCRETE "A"	A	L3.00
	5	INTEGRAL COLOR CONCRETE "B"	A	L3.00
	6	INTEGRAL COLOR CONCRETE "C"	A	L3.00
	7	LOW WALL	E	L3.00
	8	DECOMPOSED GRANITE	D	L3.00
	9	ARTIFICIAL TURF	F & G	L3.00
	10	TABLE & CHAIRS CHARLIE TABLE: W/ UMBRELLA HOLE SOLSTICE UMBRELLA: CYGNUS LANDSCAPE FORMS COLOR: TBD	N/A	N/A
	11	MOVABLE TABLE & CHAIRS PARC CENTRE TABLE - 30" ROUND PARC CENTRE CHAIRS - NO ARMS LANDSCAPE FORMS COLOR: TBD	N/A	N/A
	12	BENCH TANDEM 6' CONTOUR BENCH PRODUCT: TAN3280P ANOVA FURNISHINGS COLOR: TBD	N/A	N/A
	13	LITTER RECEPTACLE METRIX 40 GAL., DUAL OPENING PRODUCT: L2019 ANOVA FURNISHINGS COLOR: TBD	N/A	N/A
	14	DOG WASTE STATION ALUMINUM DOGIPOT PET STATION PRODUCT: 1003-L DOGIPOT COLOR: TBD	N/A	N/A
	15	PING PONG TABLE THE SILK TABLE w/ PRISM NET IN STAINLESS STEEL: SURFACE MOUNT HENGE TABLE	N/A	N/A
	16	DRINKING FOUNTAIN 440 SMFA w/ PET FOUNTAIN MOST DEPENDABLE FOUNTAINS COLOR: TBD	N/A	N/A
	17	BIKE RACK TANDEM POWER COATED; SURFACE MOUNT PRODUCT: CIRCLEBR ANOVA FURNISHINGS COLOR: TBD	N/A	N/A
	18	PAVEMENT DRAIN	XX	L2.05
	19	PLANTING DRAIN	XX	L2.05
	20	CROSSWALK STRIPING	H	L3.00
	21	PLANTING CONCRETE MOW STRIP	D	L3.03
	22	STEEL EDGING	H	L3.01
	23	UNDERCUT HEADER	C	L3.01
	24	ACCESSIBLE RAMP	G	L3.01
	25	ACCESSIBLE PARKING SIGN	A	L3.03
	26	6" CURB	G	L3.01
	27	TOWER FOOT SCREENS	C	L3.05

NORTH

GRAPHIC SCALE
0 20 40
1 inch = 20'

REVISIONS

NO.	DATE	DESCRIPTION
1	01-26-22	ADDENDUM #1 - EDITS TO ENHANCED CONCRETE & WATERPLAY SURFACE TYPES & SITE FURN.

LAYOUT PLAN - AREA A

THE LAWN AT LAKEFRONT
MAIN STREET
LITTLE ELM, TEXAS

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
(TX REG: F-11756)

REGISTERED LANDSCAPE ARCHITECT
NITA M. SHARP
2953
STATE OF TEXAS
01/26/22

JOB NO.	210022
DESIGNED BY:	AMB
DRAWN BY:	JTS
CHECKED BY:	KLS
DATE:	DECEMBER 10, 2021
SHEET:	L1.01

FILENAME: 210022-Layout Plan.dwg
PLOTTED BY: Kelly Sharp
PLOTTED ON: Friday, January 25, 2022
PLOTTED AT: 8:42:42 AM

TOWN OF LITTLE ELM, TEXAS
CONSTRUCTION MANAGER AT RISK AGREEMENT

For the consideration hereinafter set forth, AUI Partners, LLC ("Contractor" or "Construction Manager"), a Texas corporation with an office in **City, State**, agrees to provide construction services to the TOWN OF LITTLE ELM, TEXAS ("Town" or "Owner"), for the project and work identified in this Construction Manager at Risk Agreement ("Agreement"). This Agreement is effective as of August 24, 2022, and unless earlier terminated pursuant to the provisions hereof, shall continue through the completion of performance of the Work specified hereunder.

WHEREAS, Owner desires to obtain professional construction and construction manager services from Contractor for the Lawn at the Lakefront project ("Project"); and

WHEREAS, Contractor is a construction firm selected to provide such services, based upon Contractor's municipal experience, references, and qualifications, and is willing to undertake the performance of such services for Owner in exchange for payment and fees as hereinafter specified.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Contract Documents, and subject to the terms and conditions hereinafter stated, Owner and Contractor do mutually agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

The term "Contract Documents" shall include and consist of the following documents:

1. This Agreement;
2. Standard Form of Agreement Between Owner and Construction Manager as Constructor
3. AIA Document A133-2019
4. the Guaranteed Maximum Price Amendment, as amended by the Supplementary Conditions to AIA Document A133-2019;
5. Supplementary Conditions to AIA Document A133-2019 (Exhibit B);
6. (a) The General Conditions of the Contract for Construction, AIA Document A201-2017, dated August 24, 2022, as amended by the Supplementary conditions to AIA Document A133-2009 (Exhibit B).

   (b) Whenever the term "AIA Document A201-2017, General Conditions of the Contract for Construction" or similar reference is used in the Contract Documents, including but not limited to the Standard Form of Agreement Between Owner and Construction Manager as Constructor, AIA Document A133-2019, the Guaranteed Maximum Price Amendment attached to A133-2019, then such reference shall mean the AIA Document A201-2017 referenced in this section, as amended in this Agreement.
7. Any Addenda adopted and agreed to by Owner and Contractor applicable to the Project;
8. The Specifications contained in the Project Manual adopted and agreed to by Owner and Contractor applicable to the Project;
9. The Drawings adopted and agreed to by Owner and Contractor applicable to the Project;
10. Other documents that form part of the Contract Documents:
    a. Contractor's Qualification Statement;
    b. Advertisement for Bids;
    c. Instruction to Bidders;
    d. Bid form;
    e. Certified Sealed Proposal submitted by Contractor; and

11. Other amendments and/or modifications to the above documents as are agreed upon by Contractor and Owner.

These Contract Documents are incorporated by reference into this Agreement as if set out herein in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided, however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed above. In the case of inconsistency between the documents that is not resolved by the order in which they are listed above, the better quality or greater quantity of Work shall be provided in accordance with the Owner's interpretation. Should Drawings disagree in themselves or with Specifications and are not clarified by addendum, the better quality or greater amount of Work or materials shall be estimated upon and, unless otherwise ordered by Architect in writing, shall be performed and furnished. Figures given on Drawings govern scale measurements, and large-scale details govern small scale drawings.

ARTICLE 2. EMPLOYMENT OF CONTRACTOR

A. Contractor will perform as an independent contractor all services under this Agreement to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the contractor/construction manager profession, both public and private, currently practicing in the North Texas area under similar conditions including, but not limited to, the exercise of reasonable, informed judgments and prompt, timely action. If Contractor is representing that it has special expertise in one or more areas to be utilized in this Agreement, then Contractor agrees to perform those special expertise services to the appropriate local, regional, and national professional standards.

B. The Contractor's and Owner's representatives on the Project(s) are listed as follows:

1. Contractor's Representative:

AUI Partners, LLC

13600 Heritage Pkwy., #150

Ft. Worth, TX 76177

ATTN: Dustin Stiffler

2. Owner's Representative:

Wesley Brandon, PE
Town Engineer
100 West Eldorado Parkway
Little Elm, Texas 75068

Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' written notice to the other party. Additionally, the roles and responsibilities of the following individuals shall not be materially changed during the project duration, provided that their employment with the Contractor continues, and any such proposed change in the following personnel must have prior written approval by the Owner:

- Dustin Stiffler Project Executive providing a minimum of **50**% time commitment to the Project(s).
- **Christie Stehling** Project Manager providing a minimum of **50**% time commitment to the Project(s).
- **Ken Larkin** Project Superintendent providing a minimum of **100**% time commitment to the Project(s).

ARTICLE 3. SCOPE OF SERVICES

Contractor shall perform such services as are necessary to the Project specifically including, but not necessarily limited to, the tasks enumerated more fully in the Contract Documents.

ARTICLE 4. CONTRACTOR'S LIABILITY

A. Acceptance of the Work by Owner shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, associates, agents or subcontractors for the accuracy and competency of their performance of the Work; nor shall such acceptance be deemed an assumption of responsibility by Owner for any defect in the performance of the Work by said Contractor, its employees, associates, agents or subcontractors.

B. If at any time during the term of this Agreement, Contractor shall fail to perform the Work in accordance with the provisions of this Agreement or fail to diligently provide construction manager at risk construction services in an efficient, timely and careful manner and in substantial accordance with the provisions of this Agreement or fail to use an adequate number of quality or quality of personnel to complete the Work or fail to perform any of its obligations under this Agreement, then Owner shall have the right, if Contractor shall not cure any such default after thirty (30) days' written notice thereof, to terminate this Agreement. Any such act by Owner shall not be deemed a waiver of any other right or remedy of Owner. If, after exercising any such remedy due to Contractor's non-performance under this Agreement, the cost to Owner to complete the Work to be performed under this Agreement is in excess of that part of the Agreement sum which has not theretofore been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse Owner for such excess.

C. Owner may deduct from any amounts due or to become due to Contractor any sum or sums owing by Contractor to Owner. In the event of any breach by Contractor of any provision of this Agreement or in the event of any claim against Owner arising out of Contractor's performance under this Agreement, Owner shall have the right to retain out of any payment due or to become due to Contractor an amount determined by Owner to be sufficient to protect Owner from any and all loss, damage or expense therefrom, until the breach or claim has been satisfactorily remedied or adjusted by Contractor. Owner may use these funds to pay replacement or substitute contractors to complete unfinished or defective Work. Owner may withhold payment of some or all of any progress or final payment that would otherwise be due if the Owner determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under this Agreement. Amounts withheld under this Article shall be in addition to any retainage.

D. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten (10) day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services, if any, made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 5. CONFIDENTIAL INFORMATION

Contractor hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Agreement, which is of a confidential, non-public or proprietary nature. Contractor shall treat any such information received in full confidence and will not disclose or appropriate such confidential information for its own use or the use of any third party at any time during or subsequent to this Agreement. As used herein, "confidential information" means all oral and written information concerning Owner, its affiliates and subsidiaries, and all oral and written information concerning Owner, or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies, or other documents, whether prepared by Contractor or others, which contain or otherwise reflect such information. The term "confidential information" shall not include such materials that are or become generally available to the public other than as a result of disclosure by Contractor, or are required to be disclosed by a governmental authority under applicable law.

ARTICLE 6. INDEMNITY

NOTWITHSTANDING ANY OTHER PROVISION IN THE CONTRACT DOCUMENTS TO THE CONTRARY:

A. CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS OWNER, ITS TOWN COUNCIL, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM THE PERFORMANCE OF THE WORK OR WHICH ARE CAUSED BY THE INTENTIONAL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS"). BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY. INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEY'S FEES AND COSTS OF COURT, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEY'S FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

B. IN ITS SOLE DISCRETION, THE TOWN SHALL HAVE THE RIGHT TO APPROVE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY THE TOWN. CONTRACTOR SHALL RETAIN APPROVED COUNSEL FOR THE TOWN WITHIN SEVEN (7) BUSINESS DAYS AFTER RECEIVING WRITTEN NOTICE FROM THE TOWN THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR DOES NOT RETAIN COUNSEL FOR THE TOWN WITHIN THE REQUIRED TIME, THEN THE TOWN SHALL HAVE THE RIGHT TO RETAIN COUNSEL AND THE CONTRACTOR SHALL PAY THESE ATTORNEY'S FEES AND EXPENSES. THE TOWN RETAINS THE RIGHT TO PROVIDE AND PAY FOR ANY AND ALL COSTS OF DEFENDING INDEMNIFIED ITEMS, BUT IT SHALL NOT BE REQUIRED TO DO SO.

C. THE OBLIGATIONS SET FORTH IN THIS ARTICLE SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

D. Contractor shall cause all contracts for subcontracted services to include a like indemnity that shall cover both the Owner and Contractor. Nothing herein shall limit the insurance requirements or applicability of same set forth in this Agreement and the Contract Documents.

E. The above indemnity is a business understanding between the parties and applies to all different theories of recovery, including breach of contract or warranty, tort including negligence, statutory liability or any other cause of action.

ARTICLE 7. TERMINATION OR SUSPENSION

A. If the Owner fails to make payments to the Contractor in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Contractor's option, cause for suspension of performance of Work under this Agreement. If the Contractor elects to suspend performance of the Work, the Contractor shall give ten (10) days' written notice to the Owner before suspending performance of the Work. In the event of a suspension of performance of the Work, the Contractor shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of performance of the Work. Before resuming Work, the Contractor shall be paid all sums due prior to suspension and any reasonable expenses incurred in the interruption and resumption of the Contractor's Work.

B. If the Owner suspends the Project, the Contractor shall be compensated for Work performed satisfactorily prior to notice of such suspension. When the Project is resumed, the Contractor may be compensated for expenses incurred in the interruption and resumption of the Contractor's performance of the Work. The Contractor's fee for the remaining Work and the time schedules may be equitably adjusted. If the Owner suspends the Project for more than ninety (90) cumulative days for reasons other than the fault of the Contractor, the Contractor may terminate this Agreement by giving not less than thirty (30) days' written notice.

C. Either party may terminate this Agreement upon not less than thirty (30) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

D. The Owner may terminate this Agreement upon not less than thirty (30) days' written notice to the Contractor for the Owner's convenience and without cause. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for services performed prior to termination.

E. Notwithstanding any other provision in the Contract Documents to the contrary, it is agreed by the parties that: (1) if an order for relief is entered on behalf of Contractor pursuant to Title 11 of the United States Code, (2) if any other similar order is entered under any other debtor relief laws, (3) if Contractor makes a general assignment for the benefit of its creditors, (4) if a receiver is appointed for the benefit of Contractor's creditors, or (5) if a receiver is appointed on account of Contractor's insolvency, any such event could impair or frustrate Contractor's performance of the Contract Documents. Accordingly, it is agreed that upon occurrence of any of the above-listed events, Owner shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate this Agreement. In all events pending receipt of adequate assurance of performance and actual performance in accordance therewith, Owner shall be entitled to proceed with the Work with its own forces or with other contractors on a time and material or other appropriate basis, the cost of which will be back-charged against the Guaranteed Maximum Price.

ARTICLE 8. CLAIMS AND DISPUTES

A. The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other party arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution set forth in this Agreement within the period specified by applicable law. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Article. To the extent damages are covered by property insurance, the Owner and Contractor waive all rights against each other and against the contractors, employees, agents, and subcontractors of the other party for damages, except such rights as they may have to the proceeds of such insurance as set forth in the Contract Documents. The Owner or the Contractor, as appropriate, shall require of the contractors, employees, agents, and subcontractors of any of them similar waivers in favor of the other parties enumerated herein.

B. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. The Owner and Contractor shall endeavor to resolve claims, disputes, and other matters in question between them first, informally and, second, by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall have fifteen (15) days after receipt of a request for mediation to agree on a mediator. If the parties are unable to agree on a mediator within fifteen (15) days, each party shall have an additional five (5) days to designate a mediator. The two mediators so designated shall then designate a third unbiased mediator who shall be the mediator to conduct the mediation. The decision of the mediator shall be nonbinding. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

C. If the parties do not resolve a claim, dispute or other matter in question through mediation pursuant to this Article, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

ARTICLE 9. INSURANCE AND BONDS

A. The Contractor shall, at its own expense, procure, pay for, and maintain during the term of this Agreement the following insurance written by companies approved by the State of Texas and acceptable to Owner. The Contractor shall furnish to the Owner certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, and expiration dates in compliance with all applicable required provisions:

1. General Liability: Commercial General Liability insurance, including, but not limited to Premises/Operations (including X, C and U coverage as applicable), Personal & Advertising Injury (with Employment Exclusion deleted), Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of $2,000,000.00 per occurrence, $4,000,000.00 Products/Completed Operations Aggregate, and $4,000,000.00 General Aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.

2. Automobile Liability: Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of $1,000,000.00 per occurrence.

3. Workers' Compensation: Workers' Compensation insurance with statutory limits; and Employer's Liability coverage with minimum limits for bodily injury: (a) by accident, $1,000,000.00 each accident, and (b) by disease, $1,000,000.00 per employee, with a per policy aggregate of $1,000,000.00.

4. Professional Liability: Professional Liability insurance to provide coverage against any claim which the Contractor and all subcontractor engaged by the Contractor become legally obligated to pay as damages arising out of the performance of professional services caused by error, omission or negligent act with minimum limits of $2,000,000.00 per claim, $2,000,000.00 annual aggregate.

Contractor shall not commence work at the project site(s) under this Agreement until all required insurance has been obtained and appropriate certificates have been submitted to Owner. If Owner is damaged by the failure of Contractor to maintain such insurance as required by the Contract Documents, then Contractor shall bear all reasonable costs properly attributed to such failure.

B. If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of this Agreement and acceptance by Owner.

C. With reference to the foregoing required insurance, the Contractor shall endorse applicable insurance policies as follows: (1) a waiver of subrogation in favor of Owner, its officials, employees and officers shall be contained in the Workers' Compensation insurance policy; (2) the Owner, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader; and (3) all insurance policies shall be endorsed to the effect that Owner will receive at least thirty (30) days notice prior to cancellation, non-renewal, termination, or a material change of the policies. All insurance shall be purchased from an insurance company that meets a financial rating of B+IV or better as assigned by A. M. Best Company or equivalent.

D. Pursuant to Texas Administrative Code, Title 28, Section 110.110(c), the following language is hereby included in this Agreement:

REQUIRED WORKERS' COMPENSATION COVERAGE

The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee.

Call the Texas Workers' Compensation Commission at 512-440-3789 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage.

The Contractor agrees to comply with all applicable provisions of Texas Administrative Code, Title 28, Section 110.110, entitled "Reporting Requirements for Building or Construction Projects for Governmental

Entities." Under Section 110.110: (1) certain language must be included in this Agreement and in the Contractor's contracts with subcontractors and others relating to the Work, (2) the Contractor is required to submit to the City certificates of coverage for its employees and for all others providing services relating to the Work until all project Work is completed, and (3) the Contractor is required to post certain notices at job sites.

E. The Contractor shall procure and pay for performance and payment bonds applicable to the Work, in accordance with Texas Government Code, Chapter 2253. The performance and payment bonds shall be issued in forms acceptable to Owner. Among other things, these bonds shall apply to any Work performed during Contractor's performance under this Agreement, and to any Work performed during the warranty period after acceptance. The performance and payment bonds shall be issued by a corporate surety that is authorized to issue performance and payment bonds in Texas. Further, the Contractor shall supply to the Owner all capital and surplus information concerning the surety and all reinsurance information concerning the performance and payment bonds upon Owner request.

F. Prior to commencement of the Work, the Contractor shall secure the insurance, and provide evidence of coverage, required under this Section F. The copy of the policy or policies provided shall contain appropriate conditions, definitions, exclusions, and endorsements.

F. 1. Required Property Insurance. The Contractor shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Contractor's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section F.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

F.2. Unless the parties agree otherwise, upon Substantial Completion, the Owner shall replace the insurance policy required under Section F.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

ARTICLE 10. MISCELLANEOUS

§10.1 Choice of Law

This Agreement shall be governed by the law of the State of Texas, and venue for any dispute shall be in any court of competent jurisdiction in Denton County, Texas.

§10.2 Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provisions shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein; and it is the intention of the parties that in lieu of each provision that is found to be illegal, invalid, or unenforceable, the parties seek to reasonably negotiate a new provision to this Agreement which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

§10.3 Notice

Except as otherwise provided in this Agreement or the Contract Documents, all notices and other communications required or permitted to be given under this Agreement, shall be in writing, addressed to

the parties at their respective addresses as provided below, and may be delivered in person, sent by overnight express mail or courier service, or by certified mail, postage prepaid, return receipt requested. The addresses of each party are as follows:

If to the Owner: Town of Little Elm
Town Manager
100 West Eldorado Parkway
Little Elm, Texas 75068

If to Contractor: AUI Partners, LLC
13600 Heritage Pkwy., #150
Ft. Worth, TX 76177
ATTN: Dustin Stiffler

Each party may from time to time change its address for receipt of notices by sending notice thereof in the manner provided herein to the other party. Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted, at the last address specified and the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. The parties acknowledge and agree to provide to the other party within seventy-two (72) hours of transmission such notice documents bearing the original signatures.

§10.4 Unsatisfactory Work

Nothing contained in this Agreement shall require Owner to pay for any work that is unsatisfactory as determined by Owner or which is not submitted in compliance with the terms of this Agreement, nor shall such failure to withhold payment pursuant to the provisions of this Section constitute a waiver of any right, at law or in equity, which Owner may have if Contractor is in default, including the right to bring legal action for damages or for a specific performance of this Agreement.

§10.5 Retainage

As is set forth in the Contract Documents, retainage shall be withheld and may be paid to: (a) ensure proper completion of the Work, and the Owner may use retained funds to pay replacement or substitute contractors to complete unfinished or defective Work; (b) ensure timely completion of the Work, and the Owner may use retained funds to pay liquidated damages; and (c) provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents. Retained funds shall be held by the Owner in accounts that shall not bear interest. Retainage not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as part of the final payment.

§10.6 No Respondeat Superior

Contractor will have exclusive control of and the exclusive right to control the details of the Work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, and the doctrine of *respondeat superior* shall not apply as between Owner and Contractor, its officers, agents, employees, contractors, and subcontractors, and nothing herein shall be construed as creating a partnership or joint enterprise between Owner and Contractor.

§10.7 Conflict of Interest

Contractor covenants and agrees that Contractor and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Agreement. All activities, investigations and other efforts made by Contractor pursuant to this Agreement will be conducted by employees, associates or subcontractors of Contractor.

§10.8 Non-Waiver

The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment to any extent of any such party's right to assert or rely upon any such provision or right in that or any other instance, rather, the same shall be and remain in full force and effect.

§10.9 Assignment

The Owner and Contractor, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Contractor shall assign this Agreement without the prior written consent of the other party.

§10.10 No Third-Party Beneficiary Created

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Contractor.

§10.11 Signatures

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

IN WITNESS WHEREOF, the parties execute below:

TOWN OF LITTLE ELM, TEXAS	**CONTRACTOR.**
_____	_____
Matt Mueller, Town Manager	Signature
Date: _____	_____
	Printed Name & Title
	Date: 8/26/22

13600 Heritage Pkwy, Suite 150
Fort Worth, Texas 76177
P 817.926.4377 **F** 817.926.6416

August 16, 2022

Town of Little Elm
The Lawn at Lakefront
Guaranteed Maximum Price

We are pleased to offer the following Guaranteed Maximum Price for the Town of Little Elm The Lawn at Lakefront project:

Site Prep/Earthwork/Demo	$	84,500.00
- demo		
- site grading/bldg pad prep		
- erosion control		
Pavement Markings	$	4,525.00
Site Utilities	$	252,685.00
- water		
- sewer		
- storm drainage		
- planter drainage		
Landscaping/Irrigation	$	283,526.00
- trees/ shrubs/sod		
- boulders/river rock/DG		
Concrete	$	545,820.00
- sidewalks		
- pavilion paving		
- bldg slab & foundations/footings		
Masonry	$	247,662.00
- cmu/stone veneer		
- limestone seating		
Structural Steel	$	298,655.00

- entry canopy/restroom gates		
- tower leg screens		
- pavilion structure		
Wood Joists/Deck	$	24,650.00
Roofing	$	103,211.00
- tpo/insulation		
- soffit panels/trim		
- acm panels		
Joint Sealants/Waterproofing	$	19,636.00
- site/bldg sealants		
- air barrier/water repellent		
Doors/Frames/Hdwr	$	12,560.00
Interior Finishes	$	115,990.00
- ceilings		
- wall tile		
- painting		
- partitions/accessories		
- floor sealer		
Plumbing	$	90,211.00
- bldg underground		
- fixtures/drains		
HVAC	$	18,796.00
- unit heaters		
- exhaust fans		
Electrical	$	1,100,000.00
- site lighting/underground		
- bldg elec service & lighting		

Site Furnishings Allowance	$	100,000.00
Owner Contingency		
GCs/Supervision	$	215,455.00
Insurance/Fee/Overhead	$	219,939.00
Bonds	$	37,784.00
Total:		$3,775,605.00

Qualifications:

1. Allowance of $100,000 is included for site furnishings.
2. Tile in restrooms on wet walls only.
3. Performance & Payment Bonds are included.
4. GMP pricing is based on documents prepared by Dunaway dated 12/10/2021 including addendum #1 dated 1/26/2022

Exclusions:

1. Material Tax.
2. City permits and impact fees.
3. Franchise utility fees (Gas, Power, Telephone, etc.)
4. Relocation of existing franchise utilities other than indicated on bid documents.
5. Removal of asbestos or hazardous materials.
6. Audio/Visual/Data/Security is excluded. Raceways and back boxes will be provided.
7. Construction cores included for doors, final keying and cores by owner.

We greatly appreciate the opportunity. Please let me know if you have any questions.

Sincerely,
AUI Partners, LLC.

Dustin Stiffler
President

Date:	09/06/2022
Agenda Item #:	6. M.
Department:	Administrative Services
Strategic Goal:	Ensure strong relationship within the community and region
Staff Contact:	Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

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

DESCRIPTION:

The existing interlocal cooperation agreement shall be extended for a period of one (1) year, beginning October 1, 2022 and continuing through and including September 30, 2023.

BUDGET IMPACT:

The funds have been allocated in the 2023 budget in the Special Revenue Fund for Court.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Teen Court ILA

Contract Modification Document

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Vendor: Town of Little Elm
100 West Eldorado
Little Elm, Texas 75068

Contract No. 2019-063
Contract: Interlocal Cooperation Agreement,
Town of Little Elm - Teen Court

YOU ARE DIRECTED TO MAKE THE FOLLOWING MODIFICATION TO THIS CONTRACT

1. Renew contract for the period of October 1, 2022 through September 30, 2023 (Renewal 4 of 4)

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

Amendment No.4 has been accepted and authorized by authority of Collin County Commissioners Court by Court Order No._____ effective on _____.

ACCEPTED BY:

SIGNATURE

(Print Name)

TITLE:

DATE:

SIGNATURE

Michelle Charnoski, NIGP-CPP, CPPB
(Print Name)

TITLE: PURCHASING AGENT

DATE:

HISTORICAL INFORMATION

Awarded by Court Order No. 2018-1067-12-17

Amendment No.	1	Court Order No.	2019-548-07-15	Summary	Renew
Amendment No.	2	Court Order No.	2021-048-01-11	Summary	Renew/Add Force Majeure
Amendment No.	3	Court Order No.	2021-983-10-04	Summary	Renew
Amendment No.	4	Court Order No.		Summary	Renew

Date:	09/06/2022
Agenda Item #:	6. N.
Department:	Development Services
Strategic Goal:	Ensure excellence in public services while keeping up with the growth in the community
Staff Contact:	Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Award a **Professional Services Contract to Freese and Nichols, Inc. regarding the 2022 Impact Fee Update Project in an Amount not to Exceed $159,950.**

DESCRIPTION:

Since 1994, the Town of Little Elm has enacted ordinances that implement capital improvement impact fees for water, wastewater, and roadway infrastructure. In accordance with Chapter 395 of the Texas Local Government Code (LGC), these fees are assessed on new developments based on their relative impact to the Town's existing utility and roadway infrastructure. In order to calculate impact fees, an analysis must be performed to identify the necessary improvements and associated costs that are attributable to the increased demand of these new developments. This analysis must be evaluated and updated every five (5) years to comply with the Texas LGC.

Freese and Nichols, Inc. currently has a Master Agreement for Professional Services executed with the Town (MAPS #2016-1065). They have submitted a proposal to provide engineering services for the data collection, land use assumption development, and other tasks related to updating the impact fee report and subsequent ordinance required to implement the proposed fee structure

BUDGET IMPACT:

Funding for the project is allocated in the Roadway and Utility Impact Fee Funds:

$	105,227.00	Water and Wastewater Portion
$	54,723.00	Roadway Portion
$	**159,950.00**	**Proposed Total Contract Amount**

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Proposal

EXHIBIT B - WORK ORDER

MAPS # _____ **MAPS DATE:** _____

CONSULTANT NAME Freese and Nichols, Inc.

Pursuant to and subject to the referenced Master Agreement for Professional Services (MAPS), between the TOWN of Little Elm, Texas ("Owner"), and Consultant, Owner hereby requests that Consultant perform, and Consultant agrees to perform, the work described below upon the terms set forth in said MAPS and in this Work Order:

Work Order #: _____

Consultant Project #: _____

Project Name: Water, Wastewater, and Roadway Impact Fee Update

INVOICE SUBMITTAL

Billing Period:	Monthly-Through the end of each month, billed by the 10th of the following month.
Invoice Mailing Instructions:	Mail to: TOWN of Little Elm Accounts Payable 100 W. Eldorado Pkwy. Little Elm, TX 75068 Email to: accounts.payable@littleelm.org Include work order number, PO number, billing period, and project name,

OWNER OPTIONAL INFORMATION:

1. **Work Site:** Consultant Offices unless otherwise stated.
2. **Work to be performed:** All work shall be in accordance with the scope listed below and as listed in the Master Agreement for Professional Services.
3. **Drawings / Plans are / are not attached.**
4. **Date and Time to Commence:** Upon Receipt of Purchase Order and Sign Work Order.
5. **Other:** N/A

CONSULTANT PROVIDED INFORMATION:

Scope of Work:

PROJECT DESCRIPTION

FNI understands that the Town of Little Elm is seeking to update the existing water, wastewater, and roadway impact fee system, consistent with the requirements of Chapter 395 of the Texas Local Government Codes. The Town seeks to do this by updating study areas, updating an existing conditions analysis, determining the growth in water demands and wastewater flows for the 10-year planning period, reviewing and updating the water and wastewater impact fee capital improvements program, determining projected vehicle-miles of growth for 10-year planning period, reviewing and updating the roadway impact fee capital improvements program, updating the land-use equivalency table and calculating the maximum fee per service-unit for service areas within Little Elm, updating the service unit equivalency table and calculating the maximum fee per service-unit for the water, wastewater and roadway systems within Little Elm. The study will be coordinated through a Capital Improvements Advisory Committee (appointed by the Town) and culminate with adoption through a public hearing process.

SCOPE OF SERVICES

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

Task A: Kickoff Meeting, Data Collection, and Land Use Assumptions

A1. Kickoff Meeting: FNI will conduct a kickoff meeting with the Town to discuss the scope of work and schedule. A data request memorandum will be presented and discussed.

A2. Data Collection: FNI will assemble available roadway, water, and wastewater inventory, construction cost data and traffic count data available from the Town. This data will be reviewed and a list or additional data needs that are relevant to the study will be prepared and submitted to the Town. Traffic volume data will be collected at up to fifteen (15) locations throughout the Town. Data to be collected includes the PM peak hour directional volumes. The Town will providing data other recently collected (within the last two years) locations. Other recently collected traffic data or study information will be used to supplement this effort. Estimates of other critical roadways throughout the Town will be developed from volume data collected. FNI will assist the Town in identifying locations for traffic data collection.

A3. Develop Land Use Assumptions: FNI will develop employment and population projections for the 10-year planning period (2022-2032). Data sources for these land use assumptions include Town planning data, Town GIS data, water/wastewater master plans, and/or supplemented by data from the NTMWD. FNI will spatially allocate population and employment projections throughout the Town using available projection data.

A4. Update Service Area Structure: The current program service area structure will be amended, as appropriate, for roadway, water and, wastewater systems that conform with requirements set forth in Chapter 395, Texas Local Government Code. Service area amendments will consider changes in Town limits since the 2017 update. Amendments to the roadway service area structure will also consider the extra-territorial jurisdiction so that as areas are incorporated into the Town, they will follow a logical pattern of an ultimate zonal structure for roads. Updates to ETJ and/or CCN will be reviewed to determine amendments to future water and wastewater service areas.

A5. Documentation: Prepared data for land use assumptions will be presented to the CIAC for comment as well as, incorporated into final report documentation. Documentation will include methodological approach, analyses, and mapping for each infrastructure component. Documentation will include base year (2022)

and projected 10-year (2032) growth for roadway, water, and wastewater service areas. This data will support capital improvements programming.

Task B: Water and Wastewater Impact Fee Analysis and Update

B1. Review Historical Water Demands and Wastewater Flows: FNI will review historical water demands and wastewater flows to determine peaking factors and per capita usage for projections.

B2. Develop Water System Demands for Existing and 10-year Conditions: FNI will use land use assumptions and historical water demand data to develop water demands for existing and 10-year conditions for residential and commercial land uses.

B3. Develop Wastewater Flows for Existing and 10-year Conditions: FNI will use land use assumptions and historical data to develop wastewater flows for existing and 10-year conditions for residential and commercial land uses.

B4. Update Wastewater System Model: FNI will update the wastewater model in H2OMAP Sewer software using the updated GIS and as-built drawings. The model will consist of all 6-inch and larger lines that are currently in the GIS plus recently constructed lines that may not appear in the GIS.

B5. Verify Wastewater Model: will conduct a steady-state model verification for the wastewater model to ensure the model represents real-world operational conditions.

B6. Evaluate Pumping and Storage Capacity: FNI will evaluate existing and future pumping capacity with regards to TCEQ requirements and general industry recommendations. Ground and elevated storage will also be evaluated.

B7. Conduct Water and Wastewater System Modeling: FNI will conduct hydraulic modeling for existing and 10-year conditions. The water model from the recent water system analysis conducted by FNI will be used. Water system modeling will consist of average day, maximum day, peak hour, and fire flow demand conditions. Wastewater system modeling will consist of average daily flow and peak wet weather flow conditions.

B8. Identify Water System Improvements: FNI will utilize modeling results to identify water system improvements required to support growth for the 10-year conditions.

B9. Identify Wastewater System Improvements: FNI will utilize modeling results to identify wastewater system improvements required to support growth for the 10-year conditions.

B10. Develop Water and Wastewater Capital Improvements Plan (CIP): FNI will develop prioritization and costs for each proposed project in Year 2022 dollars including engineering and contingencies. Large scale Townwide maps will be produced showing proposed projects, costs, and recommended in-service dates.

B11. Identify Existing Projects Eligible for Impact Fee Cost Recovery: FNI will review recently completed water and wastewater improvements and determine which projects are eligible for future cost recovery from growth.

B12. Develop Water and Wastewater Impact Fee CIP: FNI will develop an impact fee CIP based on the recommended improvements. Impact fee eligible improvements are intended to serve growth within the next 10 years. Maps will be prepared showing the proposed water and wastewater capital improvement plan projects included in the impact fee calculation.

B13. Conduct Water and Wastewater Impact Fee Capacity Analysis for Existing and Proposed Projects: FNI will analyze existing and proposed water and wastewater improvements for eligible capacity for impact fee cost recovery for 10-year projected growth.

B14. Calculate Project Costs Eligible for Impact Fee Cost Recovery: FNI will utilize the capacity analysis and capital project costs to calculate the percentage of project cost eligible for impact fee cost recovery.

B15. Develop Service Unit Equivalents (SUEs) for Water and Wastewater Systems: FNI will utilize equivalent capacity of water meters to establish the service unit equivalents (SUEs) required in Chapter 395 of the Local Government Code for both existing and 10-year growth conditions.

B16. Calculate Maximum Allowable Impact Fees: FNI will develop maximum allowable water and wastewater impact fees to support 10-year growth based on projected increase in SUEs. Unless otherwise exercised, the cost of the capital improvements program will be credited by the legislatively mandated 50%. Should the Town desire to charge more than allowable under Chapter 395, a separate finance study will be required as an additional service.

Task C: Roadway Impact Fee Analysis and Update

C1. Amend Roadway Service Areas: Based on updated information of Little Elm Town limits, FNI will update the roadway service area structure. To the extent possible, the existing service area structure will be retained. Any amendment to the zonal structure will comport with legislative mandate per Ch. 395, Texas Local Government Code. All subsequent analyses will be based on the updated zonal structure.

C2. Inventory of Existing Roadways: FNI will prepare an inventory of existing roadways for each of the service areas. The existing inventory will contain the following information of collector and arterial status roadways by service area:

- Roadway segment name
- Roadway segment limits
- Length (in miles)
- Number of lanes
- Type (divided, undivided, minor arterial, major arterial, etc.)
- Existing traffic volume (by direction during the peak hour)
- Capacity supplied
- Existing deficiencies (in any)

C3. Projected Roadway Demand: The service unit equivalency table (Task D5) developed in supplemented with data from the land use assumptions (Task B) will serve as the basis for determination of the number of new trips that will be generated within over the 10-year planning period. !0-year demands will be generated by roadway service area.

C4. Roadway Impact Fee Capital Improvement Plan (IFCIP): FNI will review the current roadway impact fee program for definition of project retention as part of the program update. Roadway traffic data collected in Task A will be used to determine excess capacity for previously identified projects. Projects with no excess capacity will be recommended for removal from the impact fee program. Town Staff will also assist to define IFCIP projects completed since the previous program update.

Based on 10-year demands defined in Task D3, FNI will define projects for addition to the IFCIP. Newly identified projects will be defined by proposed project limits and design characteristics. Cost estimates for IFCIP additions will be developed including construction, engineering, right-of-way, and debt service. The

Town will provide historic unit cost data by roadway facility type at the outset of CIP costing process. The Town will also provide cost data for projects identified for system recoupment. The following information will be developed:

- Roadway segment name
- Proposed project limits
- Number of lanes
- Length
- Project cost

One (1) capital improvement plan scenario is included as part of this scope. Revisions or additional scenarios will be at additional cost.

C5. Town Staff Meeting: Meet with Town Staff to discuss forecasted demand by service area and potential CIP projects to address growth needs. Based on staff comment, amend impact fee CIP projects for comment by CIAC.

C6. Preparation of Roadway Project Database: FNI will utilize the information contained in the Capital Improvement Program to develop a roadway projects database for the impact fee and proportionality systems. This database will include for each service area the following information:

- Roadway segment name
- Roadway segment limits
- Number of lanes
- Length
- Type
- Cost
- Number of vehicle-miles of capacity supplied

C7. Calculation of Maximum Cost per Service Unit: Based on the information develop in previous tasks, the maximum cost per service unit will be calculated for each service area of the roadway impact fee system.

C8. Development of Land Use Equivalency Table: FNI will prepare a listing of specific land use type (based on ITE land use categories) and develop a recommended service unit generation rate for each land use. The service unit generation rate will be based on the number of primary trips generated by the land use during the peak hour, and the average trip length of each trip. Trip generation data will be based on published statistics contained in the ITE *Trip Generation Manual*, 10th Edition. Trip length data from the National Household Travel Survey (NHTS), travel statistics from the AAMPO regional travel demand model, or data from the Census Bureau will be used to serve as a basis for derived lengths for individual land uses.

Task D: Impact Fee Report Development and Meeting Attendance

D1. Develop Impact Fee Report: FNI will prepare and provide one (1) electronic PDF copy of the draft Water, Wastewater, and Roadway Impact Fee Report documenting program analyses and impact fee calculations. The report will include a summary of growth projections, proposed system improvements, and maximum allowable cost per service unit calculations for each infrastructure component. Based on comments by Town Staff, FNI will finalize and provide one (1) electronic PDF copy and one (1) sealed hardcopy of the final report to the Town. The Final Report shall be sealed by a licensed engineer from the State of Texas.

D2. Meet with the Town Staff: FNI will meet with the Town Staff three (3) times during the study. Preliminary meeting purposes include review of review of land use assumptions; identification of draft CIP projects; and draft impact fee calculations and report.

D3. Attend Project Meetings: Meetings with Town Staff, CIAC, and the Town Council will be held at critical project milestones to present data and obtain project feedback. Attendance at meetings during the public hearing process will also be provided to support methodologies, findings, and recommendations of the system update. In addition to meetings with Town Staff, the following meetings are programmed as part of this scope: four (4) Advisory Committee meetings, and two (2) meetings with Town Council.

D4. Impact Fee Benchmarking: FNI will develop comparison tables of impact fees of the Town with area peer cities for use by the Town in considering collection rates. Town Staff and/or the CIAC will identify up to eight (8) area cities for the comparison. Up to three land uses for fee comparisons will be prepared (i.e., single-family residential, commercial/retail and office). FNI will prepare excel based charts depicting sample land uses.

D5. Impact Fee Ordinance Support: The Town will lead in the development of the impact fee ordinance. FNI will assist the Town by in the preparation of an impact fee ordinance through provision of examples from other Texas cities. FNI will be available at the public hearings to support the Town legal staff in answering questions on the impact ordinance.

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services. N/A

Time Line: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services within 12 months of notice to proceed.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Town or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement.

Compensation: Consultant will provide Professional Services as outlined in the scope of work on a lump basis with an estimate to complete the work as follows:

TOTAL BASIC SERVICES (Lump Sum) $159,950

ACCEPTANCE:

This Work Order is accepted on the terms set forth herein and in the MAPS referenced above, as indicated by the signatures below.

TOWN OF LITTLE ELM	**FREESE AND NICHOLS, INC.**
Matthew Mueller, TOWN Manager	
	Printed Name & Title
Date	Date

Town of Little Elm Water, Wastewater, and Roadway Impact Fee Update 3/1/2022 Detailed Cost Breakdown	Project Fee Summary	
	Basic Services	$ 159,950
	Special Services	$ -
	Total Project	$ 159,950

Tasks				Labor											
Phase	Task	Basic or Special	Task Description	Jessica Vassar Project Manager	Maia Dupes W/WW Engineer	Stephanie Neises W/WW QC	Cassie Seabourn W/WW GIS	Daniel Huffines Client Rep	Eddie Haas Roadway Lead	Brian Crooks Project Planner	Sandip Gordhan Faldu Project Engineer	Nana Zhu Project Engineer		Total Hours	Total Labor Effort
			Task A: Kickoff Meeting, Data Collection, and Land Use Assumptions												$ -
	A1		Kickoff Meeting (Mtg, Mtg Prep and Travel)	6	6				5					17	$ 3,635
	A2		Data Collection	2	6		2		0.5	2				13	$ 1,901
	A3		Develop Land Use Assumptions	12	40	2			0.5	2				57	$ 8,575
	A4		Update Service Area Structure	2	6				1.0					9	$ 1,491
	A5		Documentation	2	8				2	4				16	$ 2,674
															$ -
			Task B: Water and Wastewater Impact Fee Analysis and Update												$ -
	B1		Review Historical Water Demands and Wastewater Flows	2	8		1							11	$ 1,549
	B2		Develop Water System Demands	2	8	2								12	$ 1,951
	B3		Develop Wastewater Flows	2	12	2								16	$ 2,437
	B4		Update Wastewater System Model	2	12		1							15	$ 2,035
	B5		Verify Wastewater Model	2	4	1								7	$ 1,202
	B6		Evaluate Pumping and Storage Capacity	4	8									12	$ 1,879
	B7		Conduct Water and Wastewater System Modeling	8	40									48	$ 6,673
	B8		Identify Water System Improvements	2	8	1	2							13	$ 1,937
	B9		Identify Wastewater System Improvements	2	20	2	2	8						34	$ 5,430
	B10		Develop Water and Wastewater Capital Improvements Plan (CIP)	2	20	2	2	2						28	$ 4,101
	B11		Identify Existing Projects Eligible for Impact Fee Cost Recovery	8	20			2						30	$ 4,686
	B12		Develop Water and Wastewater Impact Fee CIP	8	20		2							30	$ 4,492
	B13		Conduct Water and Wastewater Impact Fee Capacity Analysis for Existing and P	6	20									26	$ 3,790
	B14		Calculate Project Costs Eligible for Impact Fee Cost Recovery	4	12									16	$ 2,365
	B15		Develop Service Unit Equivalents (SUEs) for Water and Wastewater Systems	4	12									16	$ 2,365
	B16		Calculate Maximum Allowable Impact Fees	6	24	2								32	$ 4,802
															$ -
			Task C: Roadway Impact Fee Analysis and Update												$ -
	C1		Amend Roadway Service Areas						0.5	1				2	$ 312
	C2		Inventory of Existing Roadways						2	24				26	$ 4,401
	C3		Projected Roadway Demand						2	10				12	$ 2,194
	C4		Roadway Capital Improvement Plan						4	8				12	$ 2,498
	C5		City Staff Meeting						5	2				7	$ 1,861
	C6		Preparation of Roadway Project Database						4	24	2	16		46	$ 7,663
	C7		Calculate Maximum Cost per Service Unit						2					2	$ 618
	C8		Development of Land Use Equivalency Table							8				8	$ 1,261
															$ -
			Task D: Impact Fee Report Development and Meeting Attendance												$ -
	D1		Dev IFEE Report + LUA	12	40	6	2		4	16	2			82	$ 13,725
	D2		City Staff Meetings (3) Mtg, Prep, Travel	18	18			6	15	6				63	$ 13,180
	D3		CIAC Meetings (3)	18	18			6	18	6				66	$ 14,107
			City Council Meetings (2)	12	12			6	12	6				48	$ 10,163
	D4		Impact Fee Benchmarking (8)	1	10				1.0	8				20	$ 3,012
	D5		Ordinance Support	8					8					16	$ 4,287
															$ -
															$ -
															$ -
															$ -
															$ -
															$ -
															$ -
															$ -
			Total Hours / Quantity	**157**	**412**	**20**	**14**	**30**	**87**	**127**	**4**	**16**	**-**	**867**	
			Total Effort												**$ 149,250**

Town of Little Elm Water, Wastewater, and Roadway Impact Fee Update 3/1/2022 Detailed Cost Breakdown	Project Fee Summary	
	Basic Services	159,950
	Special Services	-
	Total Project	159,950

Tasks				Expenses										
Phase	Task	Basic or Special	Task Description	Tech Charge	Miles	Meals	Hotel	B&W (sheet)	Color (sheet)	Binding (each)	Lg Format - Bond - B&W (sq. ft.)	Lg Format - Glossy/Mylar - B&W (sq. ft.)	Other	Total Expense Effort
			Task A: Kickoff Meeting, Data Collection, and Land Use Assumptions											$ -
	A1		Kickoff Meeting (Mtg, Mtg Prep and Travel)	17										$ 145
	A2		Data Collection	13										$ 106
	A3		Develop Land Use Assumptions	57										$ 480
	A4		Update Service Area Structure	9										$ 77
	A5		Documentation	16										$ 136
														$ -
			Task B: Water and Wastewater Impact Fee Analysis and Update											$ -
	B1		Review Historical Water Demands and Wastewater Flows	11										$ 94
	B2		Develop Water System Demands	12										$ 102
	B3		Develop Wastewater Flows	16										$ 136
	B4		Update Wastewater System Model	15										$ 128
	B5		Verify Wastewater Model	7										$ 60
	B6		Evaluate Pumping and Storage Capacity	12										$ 102
	B7		Conduct Water and Wastewater System Modeling	48										$ 408
	B8		Identify Water System Improvements	13										$ 111
	B9		Identify Wastewater System Improvements	34										$ 289
	B10		Develop Water and Wastewater Capital Improvements Plan (CIP)	28										$ 238
	B11		Identify Existing Projects Eligible for Impact Fee Cost Recovery	30										$ 255
	B12		Develop Water and Wastewater Impact Fee CIP	30										$ 255
	B13		Conduct Water and Wastewater Impact Fee Capacity Analysis for Existing and P	26										$ 221
	B14		Calculate Project Costs Eligible for Impact Fee Cost Recovery	16										$ 136
	B15		Develop Service Unit Equivalents (SUEs) for Water and Wastewater Systems	16										$ 136
	B16		Calculate Maximum Allowable Impact Fees	32										$ 272
														$ -
			Task C: Roadway Impact Fee Analysis and Update											$ -
	C1		Amend Roadway Service Areas	2										$ 13
	C2		Inventory of Existing Roadways	26										$ 221
	C3		Projected Roadway Demand	12										$ 102
	C4		Roadway Capital Improvement Plan	12										$ 102
	C5		City Staff Meeting	7										$ 60
	C6		Preparation of Roadway Project Database	46										$ 391
	C7		Calculate Maximum Cost per Service Unit	2										$ 17
	C8		Development of Land Use Equivalency Table	8										$ 68
														$ -
			Task D: Impact Fee Report Development and Meeting Attendance											$ -
	D1		Dev IFEE Report + LUA	82					500	5				$ 823
	D2		City Staff Meetings (3) Mtg, Prep, Travel	63	270				20					$ 698
	D3		CIAC Meetings (3)	66	270				20					$ 724
			City Council Meetings (2)	48	180				20					$ 518
	D4		Impact Fee Benchmarking (8)	20										$ 170
	D5		Ordinance Support	16										$ 136
														$ -
														$ -
														$ -
														$ -
														$ -
														$ -
														$ -
														$ -
			Total Hours / Quantity	**867**	**720**	**-**	**-**	**-**	**560**	**5**	**-**	**-**	**-**	
			Total Effort	**$ 7,365**	**$ 421**	**$ -**	**$ -**	**$ -**	**$ 140**	**$ 1**	**$ -**	**$ -**	**$ -**	**$ 7,928**

Town of Little Elm Water, Wastewater, and Roadway Impact Fee Update 3/1/2022 Detailed Cost Breakdown	Project Fee Summary	
	Basic Services	159,950
	Special Services	-
	Total Project	159,950

Tasks				Subconsultants					Total
Phase	Task	Basic or Special	Task Description	GRAM	Sub Name 2	Sub Name 3	Sub Name 4	Total Sub Effort	Total Effort
			Task A: Kickoff Meeting, Data Collection, and Land Use Assumptions					$ -	$ -
	A1		Kickoff Meeting (Mtg, Mtg Prep and Travel)					$ -	$ 3,779
	A2		Data Collection	2,411				$ 2,773	$ 4,779
	A3		Develop Land Use Assumptions					$ -	$ 9,055
	A4		Update Service Area Structure					$ -	$ 1,568
	A5		Documentation					$ -	$ 2,810
								$ -	$ -
			Task B: Water and Wastewater Impact Fee Analysis and Update					$ -	$ -
	B1		Review Historical Water Demands and Wastewater Flows					$ -	$ 1,643
	B2		Develop Water System Demands					$ -	$ 2,053
	B3		Develop Wastewater Flows					$ -	$ 2,573
	B4		Update Wastewater System Model					$ -	$ 2,163
	B5		Verify Wastewater Model					$ -	$ 1,262
	B6		Evaluate Pumping and Storage Capacity					$ -	$ 1,981
	B7		Conduct Water and Wastewater System Modeling					$ -	$ 7,081
	B8		Identify Water System Improvements					$ -	$ 2,047
	B9		Identify Wastewater System Improvements					$ -	$ 5,719
	B10		Develop Water and Wastewater Capital Improvements Plan (CIP)					$ -	$ 4,339
	B11		Identify Existing Projects Eligible for Impact Fee Cost Recovery					$ -	$ 4,941
	B12		Develop Water and Wastewater Impact Fee CIP					$ -	$ 4,747
	B13		Conduct Water and Wastewater Impact Fee Capacity Analysis for Existing and P					$ -	$ 4,011
	B14		Calculate Project Costs Eligible for Impact Fee Cost Recovery					$ -	$ 2,501
	B15		Develop Service Unit Equivalents (SUEs) for Water and Wastewater Systems					$ -	$ 2,501
	B16		Calculate Maximum Allowable Impact Fees					$ -	$ 5,074
								$ -	$ -
			Task C: Roadway Impact Fee Analysis and Update					$ -	$ -
	C1		Amend Roadway Service Areas					$ -	$ 325
	C2		Inventory of Existing Roadways					$ -	$ 4,622
	C3		Projected Roadway Demand					$ -	$ 2,296
	C4		Roadway Capital Improvement Plan					$ -	$ 2,600
	C5		City Staff Meeting					$ -	$ 1,921
	C6		Preparation of Roadway Project Database					$ -	$ 8,054
	C7		Calculate Maximum Cost per Service Unit					$ -	$ 635
	C8		Development of Land Use Equivalency Table					$ -	$ 1,329
								$ -	$ -
			Task D: Impact Fee Report Development and Meeting Attendance					$ -	$ -
	D1		Dev IFEE Report + LUA					$ -	$ 14,548
	D2		City Staff Meetings (3) Mtg, Prep, Travel					$ -	$ 13,878
	D3		CIAC Meetings (3)					$ -	$ 14,831
			City Council Meetings (2)					$ -	$ 10,681
	D4		Impact Fee Benchmarking (8)					$ -	$ 3,182
	D5		Ordinance Support					$ -	$ 4,423
								$ -	$ -
								$ -	$ -
								$ -	$ -
								$ -	$ -
								$ -	$ -
								$ -	$ -
								$ -	$ -
								$ -	$ -
								$ -	$ -
			Total Hours / Quantity	**$ 2,411**	**$ -**	**$ -**	**$ -**		
			Total Effort	**$ 2,773**	**$ -**	**$ -**	**$ -**	**$ 2,773**	**$ 159,950**

Date:	09/06/2022
Agenda Item #:	7. A.
Department:	Finance
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Hold a Public Hearing, Present, and Discuss the **Town's Proposed 2022 Property Tax Rate for the Town of Little Elm for Fiscal Year 2022-2023.**

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

REQUIRED LANGUAGE MUST BE READ AT THE CLOSE OF THE PUBLIC HEARING

"The Town of Little Elm Council will consider the ordinance to adopt the 2022 Tax Rate for the Town of Little Elm Fiscal Year 2022-2023 at the September 6, 2022, Council Meeting at 6:00pm at Little Elm Town Hall, 100 W. Eldorado Parkway, Little Elm, Texas 75068."

DESCRIPTION:

The purpose of this public hearing is to provide the public an opportunity to address Town Council regarding the proposed tax rate.

In accordance with the "Truth in Taxation" laws of the State of Texas, if an entity's proposed tax rate exceeds the no-new-revenue rate, the entity is required to vote to place a proposal for the adoption of the tax rate, publish notices and conduct a public hearing. The Town is holding a public hearing on the proposed 2022 tax rate which is required by law. The proposed budget was distributed to Council on August 2, 2022, and posted on the Town's website. On August 2, 2022, Council took action to establish the public hearings dates for the proposed budget and tax rate. On August 3, 2022, Council held a budget work session to provide Council a briefing on the Proposed Budget and tax rate used to develop the budget. At the August 16, 2022, Council meeting, a public hearing was held on the FY 2022-2023 proposed budget to provide resident comments and direct staff on any desired changes.

Tax Code, 26.065 requires the Town to provide notice. The Town posted in the Denton Chronicle on August 28, 2022, for public notice of a meeting to vote on the tax rate and on the required tax transparency websites. In compliance with Tax Code 26.06, the governing body of a taxing unit may

not hold a public hearing on a proposed tax rate or a public meeting to adopt a tax rate until the fifth day after the date the chief appraiser of the appraisal district has delivered the notice required. This notice is the postcard the appraisal district mailed to all property owners in the county notifying them that they can view information on the taxing unit's website as well as the county's website (denton.truthintaxation.com). According to Texas Tax Code, 26.06, Town Council may vote on the proposed tax rate after the public hearing is held.

BUDGET IMPACT:

As required by law, this allows the Town to establish the 2022 tax rate that is outlined in the FY 2022-2023 Proposed Budget.

RECOMMENDED ACTION:

Please note the following wording must be read at the close of the public hearing.

"The Town of Little Elm Council will consider the ordinance to adopt the 2022 Tax Rate for the Town of Little Elm Fiscal Year 2022-2023 at the September 6, 2022, Council Meeting at 6:00pm at Little Elm Town Hall, 100 W. Eldorado Parkway, Little Elm, Texas 75068."

Attachments

2022 Tax Rate Public Hearing Notice

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of $0.629900 per $100 valuation has been proposed by the governing body of TOWN OF LITTLE ELM.

PROPOSED TAX RATE	$0.629900 per $100
NO-NEW-REVENUE TAX RATE	$0.568265 per $100
VOTER-APPROVAL TAX RATE	$0.629900 per $100

The no-new-revenue tax rate is the tax rate for the 2022 tax year that will raise the same amount of property tax revenue for TOWN OF LITTLE ELM from the same properties in both the 2021 tax year and the 2022 tax year.

The voter-approval rate is the highest tax rate that TOWN OF LITTLE ELM may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that TOWN OF LITTLE ELM is proposing to increase property taxes for the 2022 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 6, 2022 AT 6:00PM AT Little Elm Town Hall 100 West Eldorado Parkway, Little Elm, TX 75068.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, TOWN OF LITTLE ELM is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the of TOWN OF LITTLE ELM at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

Property tax amount= (tax rate) x (taxable value of your property)/100

FOR the proposal: Mayor Curtis Cornelious, Mayor Pro Tem Lisa Norman, Council Member Tony Singh, Council Member Neil Blais, Council Member Jamell T. Johnson, Council Member Jeremy Lukas, Council Member Michael McClellan

AGAINST the proposal:

PRESENT and not voting:

ABSENT:

Visit 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.

The following table compares the taxes imposed on the average residence homestead by TOWN OF LITTLE ELM last year to the taxes proposed to be imposed on the average residence homestead by TOWN OF LITTLE ELM this year.

	2021	2022	Change
Total tax rate (per $100 of value)	$0.643948	$0.629900	decrease of -0.014048, or -2.18%
Average homestead taxable value	$312,978	$349,901	increase of 36,923, or 11.80%
Tax on average homestead	$2,015.42	$2,204.03	increase of 188.61, or 9.36%
Total tax levy on all properties	$29,572,202	$35,169,171	increase of 5,596,969, or 18.93%

For assistance with tax calculations, please contact the tax assessor for TOWN OF LITTLE ELM 940-349-3500 or the Finance Office at 214-975-0415 or, visit littleelm.org for more information.

Date:	09/06/2022
Agenda Item #:	7. B.
Department:	Finance
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Present, Discuss, and Consider Action on **Ordinance No. 1684 Adopting a Budget and Appropriating Resources for Fiscal Year (FY) 2022-2023; Beginning October 1, 2022, and Ending September 30, 2023; In Accordance with Existing Statutory Requirements; Repealing All Conflicting Ordinances; Containing a Severability Clause; and Providing for an Effective Date.**

DESCRIPTION:

The purpose of this item is to comply with the Local Government Code and the Town Charter requirements for budget adoption. The Proposed Budget has been placed on file with the Town Secretary in addition to being placed on the Town's website for public inspection on August 2, 2022. The Notice of Budget Hearing was placed in the August 6-7th Denton Record-Chronicle and Council held the first public hearing on the proposed budget on August 16, 2022. A public hearing was provided for residents to address Town Council regarding the proposed budget.

BUDGET IMPACT:

Provides Budget Authority for Revenues and Expenditures as outlined in the FY 2022-2023 Budget.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Ordinance No. 1684

Exhibit A - FY 2022-2023 Budget Fund Summary

ORDINANCE NO. 1684

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, ADOPTING A BUDGET AND APPROPRIATING RESOURCES FOR FISCAL YEAR 2022-2023, BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; REPEALING ALL CONFLICTING ORDINANCES; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Manager and staff have prepared and filed with the Town Secretary a proposed budget for the operation of the Town during Fiscal Year 2022-2023; and

WHEREAS, the Town Manager of the Town of Little Elm has submitted to the Mayor and Council a proposed budget of the revenues and expenditures/expenses of conducting the affairs of said town and providing a complete financial plan for Fiscal Year beginning October 1, 2022 and ending September 30, 2023; and,

WHEREAS, the Town Council on August 16, 2022 conducted a public hearing to receive input from citizens of the Town concerning the content of the budget, and for which notices were duly posted in the *Denton Chronicle*; and

WHEREAS, the Town has acknowledged that this budget will raise more total property taxes than last year's budget by $5,596,969 or 18.93%, and of that amount $2,432,764 is tax revenue to be raised from new property added to the tax roll this year; and

WHEREAS, the Town Council having considered the proposed budget at length, and having provided input in its preparation, has determined that the proposed budget and the revenues and expenditures contained therein are in the best interest of the Town and, therefore, the Council desires to approve and adopt the budget by formal action.

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

Section 1. The proposed budget for the fiscal year beginning October 1, 2022 and ending September 30, 2023, as submitted to the Town Council by the Town Manager, which budget is attached hereto as Exhibit "A," for all purposes is hereby approved and adopted as the Town's budget of all revenue and expenditures/expenses of the Town of Little Elm, Texas for Fiscal Year 2022-2023; and

Section 2. The sum of one hundred thirty million, eight hundred and ninty seven thousand, seven hundred and twenty four U.S. Dollars ($130,897,724) is hereby appropriated for the Town's FY 2022-2023 Budget. Further, these funds are for payment of operating, capital, and debt service

expenses associated with the operation and administration of the Town, according to the various purposes and intents described in the FY 2022-2023 budget document.

Section 3. Should any paragraph, sentence, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance, as a whole or any part or provision thereof, other than the part or parts adjudged to be invalid, illegal, or unconstitutional.

Section 4. This Ordinance shall be in full force and effect from and after its adoption by the Town Council, pursuant to applicable State and local laws and the Town Charter.

Section 5. All other ordinances and Code provisions that are in conflict herewith are hereby repealed, but only to the extent of any such conflict or inconsistency.

Section 6. The Town Council of the Town of Little Elm, Texas met in a public meeting on August 16, 2022 and September 6, 2022, and adopted this ordinance with a majority vote as follows:

Mayor Curtis J. Cornelious	YEA ____	NAY____	ABSTAIN____	ABSENT____
Mayor Pro Tem Lisa G. Norman	YEA____	NAY____	ABSTAIN____	ABSENT____
Council Member Tony Singh	YEA____	NAY____	ABSTAIN____	ABSENT____
Council Member Neil Blais	YEA____	NAY____	ABSTAIN____	ABSENT____
Council Member Jeremy Lukas	YEA____	NAY____	ABSTAIN____	ABSENT____
Council Member Michael McClellan	YEA____	NAY____	ABSTAIN____	ABSENT____
Council Member Jamell T. Johnson	YEA____	NAY____	ABSTAIN____	ABSENT____

READ and ADOPTED on the 6th day of September 2022.

APPROVED:

_____
Curtis J. Cornelious, Mayor

ATTEST:

_____
Caitlan Biggs, Town Secretary

LITTLE ELM

CONSOLIDATED BUDGET FUNDS SUMMARY

Revenues, Expenditures and Change in Fund Balance

FY 2022 - 2023

	GOVERNMENTAL FUNDS					ENTERPRISE FUNDS			INTERNAL SERVICE FUND	COMPONENT UNIT	CONSOLIDATED FUNDS
	GENERAL FUND	DEBT SERVICE FUND	SPECIAL REVENUE FUNDS	IMPACT FEE FUNDS	CIP	UTILITY FUNDS	IMPACT FEE FUNDS	CIP	REPLACEMENT FUNDS	CDC	TOTAL TOWN WIDE BUDGET
BEGINNING FUND BALANCE	**$ 34,446,928**	**$ 1,073,555**	**$ 7,408,580**	**$ 3,081,850**	**$ 35,788,293**	**$ 20,496,731**	**$ 5,480,460**	**$ 12,383,730**	**$ 3,534,374**	**$ 2,082,084**	**$ 125,776,584**
REVENUES											
Ad Valorem Taxes	$ 22,139,362	$ 7,161,155	$ 782,654	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 30,083,171
Sales and Use Taxes	6,310,933	-	1,825,791	-	-	-	-	-	-	1,624,475	9,761,198
Franchise and Other Taxes	2,247,500	-	172,677	-	-	211,553	-	-	-	-	2,631,730
Fines and Forfeitures	805,000	-	-	-	-	-	-	-	-	-	805,000
Impact Fees	-	-	-	300,000	-	-	600,000	-	-	-	900,000
Licenses, Permits & Fees	3,293,576	-	-	-	740,000	4,392,328	-	-	-	-	8,425,904
Charges for Services	6,784,200	-	$1,003,035	-	-	20,368,431	-	-	-	-	28,155,667
Intergovernmental	7,609,168	109,973	4,600	-	1,431,417	-	-	-	-	-	9,155,158
Interest Earnings	220,000	30,000	36,750	21,000	225,000	230,000	-	25,000	32,000	9,000	828,750
Debt Proceeds	-	-	-	-	-	-	-	-			-
Miscellaneous	96,000	-	41,213		500,000	201,498	-	-	450,000	-	1,288,711
Transfers In	2,306,802	-	441,000	-	3,235,000	-	-	2,880,241	3,235,634	-	12,098,676
TOTAL REVENUES	**$ 51,812,541**	**$ 7,301,128**	**$ 4,307,720**	**$ 321,000**	**$ 6,131,417**	**$ 25,403,810**	**$ 600,000**	**$ 2,905,241**	**$ 3,717,634**	**$ 1,633,475**	**$ 104,133,965**
TOTAL FUNDS AVAILABLE	**$ 86,259,469**	**$ 8,374,683**	**$ 11,716,300**	**$ 3,402,850**	**$ 41,919,710**	**$ 45,900,541**	**$ 6,080,460**	**$ 15,288,971**	**$ 7,252,007**	**$ 3,715,559**	**$ 229,910,549**
EXPENDITURES											
General Government	$ 7,643,846	$ 14,000	$ 491,067	$ -	$ -	$ -	$ -	$ -	$ 65,175	$ -	$ 8,214,088
Public Safety	27,904,324	-	90,740	-	1,500,000	-	-	-	1,942,358	-	31,437,422
Community Services	4,342,541	-	-	-	-	-	-	-	155,144	-	4,497,685
Public Works	3,529,488	-	2,802,000	-	2,787,851	-	-	-	382,390	-	9,501,729
Culture and Recreation	7,998,413	-	25,000	-	17,009,126	-	-	-	294,471	827,165	26,154,175
Utilities	-	-	662,469	-	-	17,496,092	-	8,512,097	-	-	26,670,658
Debt Service	-	8,031,921	-	-	-	4,291,370	-	-	-	-	12,323,291
Transfers Out	3,194,922	-	1,297,712	135,000	-	3,634,243	1,771,800	-	-	2,065,000	12,098,676
TOTAL EXPENDITURES	**$ 54,613,534**	**$ 8,045,921**	**$ 5,368,988**	**$ 135,000**	**$ 21,296,977**	**$ 25,421,705**	**$ 1,771,800**	**$ 8,512,097**	**$ 2,839,538**	**$ 2,892,165**	**$ 130,897,724**
NET INCOME/(LOSS)	**$ (2,800,993)**	**$ (744,793)**	**$ (1,061,268)**	**$ 186,000**	**$ (15,165,560)**	**$ (17,894)**	**$ (1,171,800)**	**$ (5,606,856)**	**$ 878,096**	**$ (1,258,690)**	**$ (26,763,759)**
ENDING FUND BALANCE	**$ 31,645,935**	**$ 328,762**	**$ 6,347,313**	**$ 3,267,850**	**$ 20,622,733**	**$ 20,478,836**	**$ 4,308,660**	**$ 6,776,874**	**$ 4,412,469**	**$ 823,394**	**$ 99,012,826**

Date:	09/06/2022
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 on **Ratifying the Property Tax Revenue Increase Reflected in the Annual Budget for the Fiscal Year (FY) 2022-2023; Beginning October 1, 2022, and Ending September 30, 2023.**

DESCRIPTION:

Local Government Code Section 102.007, subsection (C) states that "Adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget.
"A vote under this subsection is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate required by Chapter 26, Tax Code or other law."

The proposed FY 2022-2023 budget will require raising more revenue from property taxes than in the previous year, and therefore requires a separate vote of the Town Council to ratify the property tax increase reflected in the budget.

This budget will raise more revenue from property taxes than last year's budget by an amount of $5,596,969, which is an 18.93 percent increase from last year's budget, and of that amount, $2,432,764 is tax revenue to be raised from new property added to the tax roll this year.

TOWN OF LITTLE ELM PROPOSED TAX RATE

Tax Rate	Adopted FY 2021-2022	Proposed FY 2022-2023
Property Tax Rate	$0.643948	$0.629900
No-New-Revenue Rate	$0.631493	$0.568265
No-New Revenue M&O Rate	$0.506313	$0.469968
Voter Approval Tax Rate	$0.643948	$0.629900
Debt Rate (I&S Rate)	$0.119913	$0.143484

BUDGET IMPACT:

Reflected in the Town of Little Elm FY 2022-2023 Budget.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

2022 Tax Rate Public Hearing Notice

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of $0.629900 per $100 valuation has been proposed by the governing body of TOWN OF LITTLE ELM.

PROPOSED TAX RATE	$0.629900 per $100
NO-NEW-REVENUE TAX RATE	$0.568265 per $100
VOTER-APPROVAL TAX RATE	$0.629900 per $100

The no-new-revenue tax rate is the tax rate for the 2022 tax year that will raise the same amount of property tax revenue for TOWN OF LITTLE ELM from the same properties in both the 2021 tax year and the 2022 tax year.

The voter-approval rate is the highest tax rate that TOWN OF LITTLE ELM may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that TOWN OF LITTLE ELM is proposing to increase property taxes for the 2022 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 6, 2022 AT 6:00PM AT Little Elm Town Hall 100 West Eldorado Parkway, Little Elm, TX 75068.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, TOWN OF LITTLE ELM is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the of TOWN OF LITTLE ELM at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

Property tax amount= (tax rate) x (taxable value of your property)/100

FOR the proposal: Mayor Curtis Cornelious, Mayor Pro Tem Lisa Norman, Council Member Tony Singh, Council Member Neil Blais, Council Member Jamell T. Johnson, Council Member Jeremy Lukas, Council Member Michael McClellan

AGAINST the proposal:

PRESENT and not voting:

ABSENT:

Visit 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.

The following table compares the taxes imposed on the average residence homestead by TOWN OF LITTLE ELM last year to the taxes proposed to be imposed on the average residence homestead by TOWN OF LITTLE ELM this year.

	2021	2022	Change
Total tax rate (per $100 of value)	$0.643948	$0.629900	decrease of -0.014048, or -2.18%
Average homestead taxable value	$312,978	$349,901	increase of 36,923, or 11.80%
Tax on average homestead	$2,015.42	$2,204.03	increase of 188.61, or 9.36%
Total tax levy on all properties	$29,572,202	$35,169,171	increase of 5,596,969, or 18.93%

For assistance with tax calculations, please contact the tax assessor for TOWN OF LITTLE ELM 940-349-3500 or the Finance Office at 214-975-0415 or, visit littleelm.org for more information.

Date:	09/06/2022
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 **Ordinance No. 1685 Fixing the Tax Rate and Levy for the Town of Little Elm, Texas, for the Purpose of Paying the Current Expenses of the Town for the Fiscal Year (FY) ending September 30, 2023, and for the Further Purpose of Creating a Sinking Fund to Retire the Principle and Interest of the Bond Indebtedness of the City; Providing for a Lien on All Real and Personal Property to Secure Payment of Taxes Due Thereon; Containing a Severability Clause; Repealing All Ordinances and Parts Thereof in Conflict Herewith; and Providing for an Effective Date.**

REQUIRED MOTION LANGUAGE (TWO SEPARATE MOTIONS)

Tax Code 26.05 the motions to adopt an ordinance setting a tax rate must separately approve the maintenance and operations component and the debt service component tax rate.

"I move that the ad valorem tax rate be increased by the adoption of a tax rate of $0.486416 on each $100 of assessed valuation of taxable property for general Town purposes and to pay the current maintenance and operations expenses of the Town of Little Elm, for the fiscal year beginning October 1, 2022, and ending September 30, 2023, and to adopt this Ordinance, fixing and levying the same for a total tax of $0.629900 on each $100 of assessed valuation. This increase is effectively a 3.50 percent increase in the tax rate."

"I move that the ad valorem tax rate of $0.143484 on each $100 of assessed valuation of taxable property for the purpose of creating an interest and sinking fund to pay the interest and principal of the valid and outstanding indebtedness, and related fees of the Town of Little Elm, for the fiscal year beginning October 1, 2022, and ending September 30, 2023, and to adopt this Ordinance, fixing and levying the same for a total tax of $0.629900 on each $100 of assessed valuation."

DESCRIPTION:

In accordance with the Texas Property Tax Code, "Truth in Taxation" laws of the State of Texas, require the Town to annually adopt an ordinance levying the tax rate for the ensuing fiscal year. The No-New-Revenue Tax Rate and Voter-Approval Tax Rate were calculated and published as required and updated on the Town's website. Since the Town is not proposing to exceed the voter-approval rate, the entity is required to vote to place a proposal for the adoption of the tax rate, publish notices and conduct a public hearing. Council formally adopted the budget for FY 2022-2023 on September 6, 2022, in accordance with the Town's Charter.

The Town Council conducted the required tax rate public hearing on September 6, 2022. The Ad Valorem Tax Rate will generate revenues sufficient to meet the projected expenses and operations of the Town for FY 2022-2023. S.B 1760, provides that IF the tax rate will exceed the no-new-revenue rate, the vote on the ordinance setting the tax rate must be a record vote and must be approved by at least 60 percent of the Town Council.

The attached ordinance sets the 2022 ad valorem tax rate at $0.629900 cents per $100 assess valuation, to be distributed as follows:

$0.486416 for Maintenance and Operations
$0.143484 for Debt Service
$0.629900 Total Tax Rate

No-New-Revenue Tax Rate $0.568265 per $100
Voter Approval Tax Rate $0.629900 per $100

BUDGET IMPACT:

Provides the resources outlined in the FY 2022-2023 Town of Little Elm Budget.

RECOMMENDED ACTION:

Tax Code 26.05 the motions to adopt an ordinance setting a tax rate must **separately approve** the maintenance and operations component and the debt service component tax rate.

"I move that the ad valorem tax rate be increased by the adoption of a tax rate of $0.486416 on each $100 of assessed valuation of taxable property for general Town purposes and to pay the current maintenance and operations expenses of the Town of Little Elm, for the fiscal year beginning October 1, 2022, and ending September 30, 2023, and to adopt this Ordinance, fixing and levying the same for a total tax of $0.629900 on each $100 of assessed valuation. This increase is effectively a 3.50 percent increase in the tax rate."

"I move that the ad valorem tax rate of $0.143484 on each $100 of assessed valuation of taxable property for the purpose of creating an interest and sinking fund to pay the interest and principal of the valid and outstanding indebtedness, and related fees of the Town of Little Elm, for the fiscal year beginning October 1, 2022, and ending September 30, 2023, and to adopt this Ordinance, fixing and levying the same for a total tax of $0.629900 on each $100 of assessed valuation."

Attachments

Ordinance No. 1685

ORDINANCE NO. 1685

AN ORDINANCE FIXING THE TAX RATE AND LEVY FOR THE TOWN OF LITTLE ELM, TEXAS, FOR THE PURPOSE OF PAYING THE CURRENT EXPENSES OF THE TOWN FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023, AND FOR THE FURTHER PURPOSE OF CREATING A SINKING FUND TO RETIRE THE PRINCIPAL AND INTEREST OF THE BOND INDEBTEDNESS OF THE TOWN; PROVIDING FOR A LIEN ON ALL REAL AND PERSONAL PROPERTY TO SECURE PAYMENT OF TAXES DUE THEREON; CONTAINING A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES AND PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of Little Elm, Texas has on this date, by way of separate Ordinance, duly approved and adopted a Budget for the operation for the Town for fiscal year 2022-2023 (FY 2022-2023); and

WHEREAS, the aforesaid Ordinance anticipates and requires the levy of an *ad valorem* tax on all taxable property in the Town of Little Elm; and

WHEREAS, the Chief Appraiser of Denton County Tax Appraisal District has prepared and certified estimate appraisal roll for the Town of Little Elm, Texas, that roll being that portion of the approved appraisal roll of the Denton County Tax Appraisal District which lists property taxable by the Town of Little Elm, Texas; and

WHEREAS, it is necessary to levy such an *ad valorem* tax at a given rate to generate revenues sufficient to meet the projected expenses of the Town for FY 2022-2023; and

WHEREAS, the Town has fully and timely complied with all notice and other requirements relative to the adoption of a tax rate for FY 2022-2023.

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

Section 1. There is hereby levied for the FY 2022-2023 upon all real property situated within the corporate limits of the Town of Little Elm, Texas, and upon all personal property which was owned within the corporate limits of the Town of Little Elm, Texas, on January 1, 2022, except so much thereof as may be exempt by the Constitution or laws of the State of Texas, a total tax of $0.629900 on each $100 of assessed valuation on all taxable property, which total tax herein so levied shall consist and be comprised of the following components:

a) An *ad valorem* tax rate of $0.486416 on each $100 of assessed valuation of all taxable property is hereby levied for general Town purposes and to pay the current operating expenses of the Town of Little Elm, Texas, for the fiscal year

ending September 30, 2023, which tax, when collected shall be appropriated to and for the credit of the General Fund of the Town of Little Elm, Texas.

b) An *ad valorem* tax rate of $0.143484 on each $100 of assessed valuation of taxable property is hereby levied for the purpose of creating an Interest and Sinking Fund with which to pay the interest and principal of the valid bonded indebtedness, and related fees of the Town of Little Elm, now outstanding and such tax, when collected, shall be appropriated and deposited in and to the credit of the General Debt Service Fund of the Town of Little Elm, Texas, for the fiscal year ending September 30, 2023.

Section 2. The Town of Little Elm shall have lien on all taxable property located in the Town of Little Elm to secure the payment of taxes, penalty, and interest, and all costs of collection, assessed and levied hereby.

Section 3. Taxes are payable in Little Elm, Texas at the Office of the Tax Assessor Collector of Denton County. The Town shall have available all the rights and remedies provided by law for the enforcement of the collection of taxes levied under this Ordinance.

Section 4. The tax roll presented to the Town Council, together with any supplements thereto, are hereby accepted and approved.

Section 5. Should any paragraph, sentence, provision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance, as a whole or any part or provision thereof, other than the part or parts adjudged to be invalid, illegal, or unconstitutional.

Section 6. This ordinance shall be in full force and effect from and after its adoption by the Town Council and publication of its caption as the law and the Town Charter provide in such cases.

Section 7. All other ordinances and Code provisions in conflict herewith are hereby repealed, but only to the extent of any such conflict or inconsistency and all other provisions of the Little Elm Town Code not in conflict herewith shall remain in full force and effect.

Section 8. The repeal of any ordinance or parts thereof by the enactment of this Ordinance, shall not be construed as abandoning any action now pending under or by virtue of such ordinance; nor shall it have the effect of discontinuing, abating, modifying or altering any penalty accruing or to accrue, nor as affecting any rights of the Town under any section or provision of any ordinances at the time of passage of this Ordinance.

Section 6. The Town Council of the Town of Little Elm, Texas met in a public meeting on September 6, 2022, and adopted this ordinance with a majority vote as follows:

Mayor Curtis J. Cornelious	YEA ____	NAY____	ABSTAIN____	ABSENT____
Mayor Pro Tem Lisa G. Norman	YEA____	NAY____	ABSTAIN____	ABSENT____
Council Member Tony Singh	YEA____	NAY____	ABSTAIN____	ABSENT____
Council Member Neil Blais	YEA____	NAY____	ABSTAIN____	ABSENT____
Council Member Jeremy Lukas	YEA____	NAY____	ABSTAIN____	ABSENT____
Council Member Michael McClellan	YEA____	NAY____	ABSTAIN____	ABSENT____
Council Member Jamell T. Johnson	YEA____	NAY____	ABSTAIN____	ABSENT____

THE TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEARS TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.50 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $16.45.

The Town's website shall reflect the foregoing statements, pursuant to applicable provisions of the Texas Tax Code, as amended.

READ and ADOPTED on the 6th day of September 2022.

APPROVED:

_____
Curtis J Cornelious, Mayor

ATTEST:

_____
Caitlan Biggs, Town Secretary

Date:	09/06/2022
Agenda Item #:	7. E.
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 **Appointing One Council Member as a Liaison to the Little Elm Youth Council.**

DESCRIPTION:

As part of the adopted Strategic Plan, Town Council established the Little Elm Youth Council (LEYC) in August 2022. According to the by-laws, one Council Member must be appointed as the liaison to the LEYC. This item is to discuss and take action on this appointment.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends direction from Town Council.

Date:	09/06/2022
Agenda Item #:	7. F.
Department:	Administrative Services
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Matt Mueller, Town Manager

AGENDA ITEM:

Present, Discuss, and Consider Action to **Cast the Town of Little Elm's Vote for the Texas Municipal League Intergovernmental Risk Pool Board of Trustees Place 8 for Mike Land.**

DESCRIPTION:

The Town of Little Elm is able to cast one vote for Place 8 on the Texas Municipal League Intergovernmental Risk Pool (TMLIRP) Board of Trustees. This item will cast the vote for Mike Land, City Manager for the City of Coppell. His biography can be found in the attached ballot.

TMLIRP History

In 1973, the Legislature passed legislation requiring Texas cities to provide workers' compensation coverage to employees. The cost of workers' compensation through traditional insurers, however, was extremely cost prohibitive and cities found it difficult to secure coverage. Fortunately, the law allowed cities to meet the requirement by creating a self-insurance program under the Interlocal Cooperation Act. It was this legislation that allowed for the creation of the Risk Pool.

By July 1, 1974, the Texas Municipal League Workers' Compensation Joint Insurance Fund was created. During the first year, 130 cities became members. Through this partnership, cities in Texas were able to join forces by pooling funds together and managing risks as a unified team. The impact of the program on Texas cities was significant. By year five, membership was at almost 500 members. In 1982, the Liability Fund was added for similar reasons; liability insurance coverage was scarce and expensive. Shortly thereafter in 1983, Property Fund was added as well. By 1989, membership had grown to 850 members strong in Workers' Compensation, 500 members in Liability, and 400 members in Property.

In 1989, the Funds were collectively renamed the Texas Municipal League Intergovernmental Risk Pool. Today the Risk Pool serves almost 2800 members, providing a stable and economic source of risk financing and loss prevention services.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

TMLIRP Ballot

OFFICIAL BALLOT

Texas Municipal League Intergovernmental Risk Pool
Board of Trustees Election

This is the official ballot for the election of Places 6 – 9 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. Each Member of the Pool is entitled to vote for Board of Trustee members. Please record your organization's choices by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate for each place.

The officials listed on this ballot have been nominated to serve a six-year term on the TML Intergovernmental Risk Pool (Workers' Compensation, Property and Liability) Board of Trustees. The names of the candidates for each Place on the Board of Trustees are listed in alphabetical order on this ballot.

Ballots must reach the office of David Reagan, Secretary of the Board, no later than September 30, 2022. Ballots received after September 30, 2022, cannot be counted. **The ballot must be properly signed and all pages of the ballot must be mailed to: Trustee Election, David Reagan, Secretary of the Board, P.O. Box 149194, Austin, Texas 78714-9194. If the ballot is not signed, it will not be counted.**

PLACE 6

☐ **Allison Heyward.** Councilmember for the City of Schertz (Region 7) since 2018. She also serves as the Mayor Pro Tem. Mrs. Heyward was appointed to represent the Texas Municipal League Board of Directors as an ex-officio non-voting member of the Board of Trustees of the Texas Municipal League Intergovernmental Risk Pool. She earned a Bachelor's Degree in Accounting from Texas Southern University in 1990 and is a 2020 graduate of the Chamber Leadership Core Program. She is a TML Leadership Fellow, a Certified Municipal Officer (CMO), as well as a member of the TMRS Advisory Board on Benefit Design.

☐ **Kimberly Meismer**. Assistant City Manager for the City of Kerrville (Region 7). Ms. Meismer has over 25 years of public service, which includes serving Kerrville and La Porte. She earned a Master's Degree in Public Administration from the University of Texas at Arlington and a Bachelor's Degree in Human Resource Management from Columbia Southern University. She is a member of TCMA and serves on the Ethics Committee as the Region 8 Representative. She is also serving a second year as the Chair of the Ethics and Integrity Award subcommittee.

WRITE IN CANDIDATE:

_____

PLACE 7

☐ **Mary Dennis** (Incumbent). Mayor for the City of Live Oak (Region 7) since 2010. Mayor Dennis has served on the TML Risk Pool Board since 2018. She is currently Vice-Chair of the TML Risk Pool Board, and on October 1, 2022, will begin a two-year term as Chair. Among her numerous civic activities are serving as 2016/2017 President for the Texas Municipal League, 2021-2023 NLC Board Director, Treasurer of the Greater Bexar County Council of Governments, Chair of the Judson ISD Facilities Committee, Chair of the Bexar County Suburban Cities Committee, and President of the Live Oak Economic Development Corporation. She is also a 2019 Inductee of the San Antonio Women's Hall of Fame and the 2019 San Antonio Women's Chamber of Commerce "Comet Award."

☐ **James A. Douglas, Ph.D.** City Councilmember for the City of Kenedy (Region 7). Dr. Douglas is a current criminal justice instructor at Kenedy ISD. He is a national Law and Public Safety Education Network (LAPSEN) Honor Teacher who, along with some of his students, recently participated in the Washington, D.C. National Academy of Law and Justice. The LAPSEN Honor Teachers were identified from a national application process to identify educators with a passion for law and justice, excellence in leadership and teaching.

☐ **Rebecca (Becky) Haas.** Mayor of Richmond (Region 14). Mayor Haas is a business-owner in the historic downtown district of Richmond. She is a direct descendant of one of Stephen F. Austin's first settlers in Texas who are known as the Old Three Hundred. She is Chaplain for and a charter board member of the Descendants of Austin's Old Three Hundred organization. She is passionate about Texas history, a member of the Fort Bend County Historical Commission, a former member of the Richmond Historical Commission, a member of the Fort Bend County Museum, a board member of the Black Cowboy Museum, member of Historic Richmond Association, and is a Fort Bend Docent.

☐ **James Hotopp.** City Manager for Weatherford (Region 8) since 2019. Mr. Hotopp joined the City in 2007 as its Director of Water/Wastewater and Engineering and served the City in several capacities, including Utility Engineer, Director of Planning and Development, and Assistant City Manager. He serves as a voting member of Region C Water Planning Group for Texas, which prepares a regional water plan for a 16-county group in North Texas. Mr. Hotopp is a member of the North Texas City Manager's Association, the North Texas Commission, and a board member of the Texas Public Power Association Previously, he worked in consulting engineering where he designed water treatment plants, wastewater treatment plants, water pump stations, wastewater lift stations, and distribution/collection lines.

WRITE IN CANDIDATE:

_____

PLACE 8

☐ **Chris Coffman.** City Manager of Granbury (Region 8). Mr. Coffman has 24 years in public management. He has served as City Manager for Sealy, Borger, the Village of Timbercreek Canyon, and Panhandle. He has also served as the Director of Local Government Services of the Panhandle Regional Planning Commission and served as Interim City Manager for the Cities of Fritch and Stratford. During his time at the Panhandle Regional Planning Commission, he served 26 counties and 62 cities in the Panhandle. He is a past President of the TCMA. Mr. Coffman holds a Bachelor of Science Degree in Public Administration from West Texas A&M University and has a Certified Public Manager designation through Texas Tech University.

☐ **Brett Haney.** City Administrator for the City of Cockrell Hill (Region 13) since 2015. Mr. Haney has been with Cockrell Hill since 2006 and was promoted to Assistant City Administrator in 2011. He is originally from Southern California and moved to North Texas in 2000. Mr. Haney earned Bachelor of Applied Arts and Sciences and Master of Public Administration degrees from the University of North Texas. He is a member of TCMA and currently serves on the Public Policy Committee and has served on the TCMA Advocacy Committee in recent years. He is very active as Cubmaster and Den Leader for Cub Scout Pack 717 in Keller, Texas.

☐ **Mike Land.** City Manager for the City of Coppell (Region 13) since 2017, and Deputy City Manager from 2012-2017. Previously, he was Town Manager for Prosper, City Manager for Gainsville, and Executive Director for the Southwestern Diabetic Foundation. Mr. Land has served on the International City/County Management (ICMA) Board of Directors, ICMA's Advisory Board on Graduate Education, Texas A&M University's Development Industry Advisory Council, School Board Trustee for Gainesville Independent School District, and President of TCMA. Currently, he serves on the Texas Women's Leadership Institute Advisory Board and the UTA MPA Advisory Board.

☐ **Marian Mendoza.** City Administrator for the City of Helotes (Region 7) since 2020. Ms. Mendoza has held positions with the City of Alamo Heights, as Assistant to the City Manager (2005-2020), and with the City of San Antonio as a Management Analyst (2003-2005). Previously she served as a Director overseeing homeless transition housing programs for the Salvation Army. She also serves as the Ex-Officio Board Member of the Helotes Economic Development Corporation. Ms. Mendoza earned a Bachelor's Degree from St. Mary's University and is part of the Certified Public Management program at Texas State University. She is a member of the ICMA, TCMA, and the International Hispanic Network.

☐ **Louis R. Rigby.** Mayor of the City of La Porte (Region 14) since 2010. Mayor Rigby previously served as the District 5 Councilperson from 2004 until 2010, before being elected Mayor. He is a member and past Director of the La Porte-Bayshore Chamber of Commerce and has held the offices of Treasurer, Vice-President, and President of the Harris County Mayors and Councils Association. He graduated from San Jacinto College and the University of Houston before earning an MPA from the University of Houston-Clear Lake. Mayor Rigby served in the U.S. Airforce from 1968-1972. He has actively advocated for the La Porte region on issues including heavy haul and solutions for hurricane damage and management.

WRITE IN CANDIDATE:

_____

PLACE 9

☐ **Barry Beard.** Commissioner for the City of Richmond (Region 14) since 2016. Mr. Beard retired from Moody National Bank where he was the Senior Vice President. He has served on many civic and community boards. He was President of the Board for Oak Bend Hospital, past Chair of the Central Fort Bend Chamber Alliance, past Chair of Arc of Fort Bend, Congressman Olson's Service Academy Interview Committee and Fort Bend Partnership for Youth. He also served on the original Richmond Charter Commission, Richmond Parks Commission, Richmond Development Corporation, Richmond Historical Commission, Richmond Comprehensive Planning Advisory Committee, and the Richmond Rosenberg Local Government Corporation.

☐ **Stephanie Fisher.** Councilmember for Johnson City (Region 7). In 2021, she was appointed as the Johnson City representative to the General Assembly of the Capital Area Council of Governments. The Executive Committee of the Capital Area COG appointed her to represent the COG on the Unified Scoring Committee of the Texas Department of Agriculture's Community Block Grant program. She serves on the Board of Directors for the Hill Country 100 Club and the Johnson City Community Education Foundation. She also is the Commissioner for the Johnson City Youth Football program and sits on an advisory committee for the Johnson City Youth Sports Association. She is active in her church, as well as multiple activities within Johnson City ISD, and is a member of the Blanco County Eclipse Task Force.

☐ **Carl Joiner.** Mayor for the City of Kemah (Region 14) since 2015. Prior to that, he served as a Kemah City Councilmember for three years. He has served as President of the Kemah Community Development Corporation, Chairman of the Bay Area Houston Transportation Partnership, member of the Convention and Visitors Bureau Board, Chairman of the Clear Creek Education Foundation, board member of the Chris Reed Foundation, Chairman of the Clear Lake Area Chamber, and Treasurer of the League City Regional Chamber of Commerce. He has received awards such as the Chairman's Award in 2020 for the League City Regional Chamber of Commerce and the Sam Walton Award for Integrity in Business.

☐ **Opal Mauldin-Jones (**Incumbent). City Manager for the City of Lancaster (Region 13) since 2011, and in various other roles for Lancaster since 2003. Under her leadership, the City has experienced two consecutive bond rating increases without issuing debt. The City has been designated a 2019 All-America City and received the CiCi Award. It is one of less than 25 communities with all five Transparency Stars awarded by the Texas Comptroller. Ms. Mauldin-Jones earned her Bachelor Business Administration and Master Public Administration degrees from the University of Texas at Arlington. She currently serves on the TCMA Board as Director-at-Large and as Vice President-Elect, and on the Board of the TML Intergovernmental Risk Pool.

☐ **William Linn.** City Manager of Kenedy (Region 7). Mr. Linn is a member of TCMA and ICMA. He earned a Bachelor of Science Degree in Business from Indiana University's Southeast campus. Thereafter, he was accepted to several law schools where he intended to specialize in business and intellectual property law. However, Mr. Linn opted to enroll in Southern New Hampshire University where he earned a Master of Business Administration and Master of Science in Organizational Leadership concurrently. He is a Certified Fraud Examiner and a Certified Public Manager. He is working to complete the Lean Six Sigma Black Belt and Project Manager Professional Certifications.

WRITE IN CANDIDATE:

_____

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the public entity named below.

Witness my hand, this _____ day of _____, 2022.

_____ _____

Signature of Authorized Official Title

_____

Printed Name of Authorized Official

_____

Printed Name of Political Entity