

WORKSHOP & REGULAR MEETING OF THE TOWN COUNCIL

Tuesday, September 27, 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. |
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| 2. | Workshop. |
| A. | Present an Overview of the Community Integrity Program. |
| 3. | Roll Call/Call to Order Regular Town Council Immediately Following Council Workshop. |
| A. | Invocation. |
| В. | Pledge to Flags. |

Items to be Withdrawn from Consent Agenda.

Emergency Items if Posted.

C.

D.

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 October 2022 as National Chiropractic Health Month.**
- B. Present a Proclamation **Declaring September 17 through 23, 2022 as Constitution**Week.
- C. Present a Proclamation Declaring October 2022 as National Code Compliance 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 September 6, 2022, Regular Town Council Meeting.**

- B. Consider Action to Approve an Interlocal Agreement between the Town of Little Elm and the City of Oak Point to Provide Jail Services for Class C Misdemeanor Municipal Warrants.
- C. Consider Action to Approve Little Elm EDC's Investment Policy for 2022-2023.
- D. Consider Action to Approve an Agreement for Reimbursement between the Town of Little Elm and Little Elm Economic Development Corporation for expenses incurred regarding a Data Processing Agreement, with Addendum, for services provided by EDOiQ.
- E. Consider Action to Award **Bid 2022-22 for an Annual Requirements Agreement for Janitorial Supplies to Complete Supply, Inc., for an estimated annual expenditure of**\$50,000.
- F. Consider action to Approve a **Design Contract Amendment with Pacheco-Koch Consulting Engineers, Inc. for the Hill Lane Improvement Project.**
- G. Consider Action to Approve Resolution 0927202201 regarding a Green Ribbon
 Program Project Advance Funding Agreement between the Town of Little Elm and the
 State of Texas regarding Landscaping Improvements along FM 423.
- H. Consider Action to Approve **Ordinance No. 1686 Establishing the 2022 Certified Appraisal Roll.**
- I. Consider Action to Approve the **Two (2) recommended Appointments for Little Elm Economic Development Corporation's Board of Directors.**
- J. Consider Action to Approve Resolution 0927202202 Approving a Negotiated
 Settlement between the Atmos Cities Steering Committee and Atmos Energy Corp.,
 Mid-Tex Division regarding the Company's 2022 Rate Review Mechanism Filing.
- 7. 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 Prosecutor
- Town Judge
- Town Attorney
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

8. 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 Prosecutor
 - Town Judge
 - Town Attorney
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

9. **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 23rd day of

September 2022 before 5:00 p.m.



Agenda Item #: 2. A.

Department: Development Services

Strategic Goal: Promote and expand Little Elm's identity

Staff Contact: Fred Gibbs, Director of Development Services

AGENDA ITEM:

Present an Overview of the Community Integrity Program.

DESCRIPTION:

Community Integrity Manager Nathan Abato will present an overview of his department and the Community Integrity program in the Town of Little Elm.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.



Agenda Item #: 4. A.

Department: Administrative Services

Strategic Goal: Ensure strong relationship within the community and region

Staff Contact: Kate Graham, Assistant to the Town Manager

AGENDA ITEM:

Present a Proclamation Declaring October 2022 as National Chiropractic Health Month.

DESCRIPTION:

Mayor Cornelious will present a proclamation declaring October 2022 as National Chiropractic Health Month.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Attachments

2022 National Chiropractic Health Month Proclamation



Proclamation

WHEREAS, the opioid crisis continues to take a toll on the health and lives of millions of Americans, and has worsened in some communities during the COVID-19 pandemic; and

WHEREAS, according to the Centers for Disease Control and Prevention (CDC), as many as one in four patients who receive prescription opioids long term for non-cancer pain struggles with addition and, from 1999-2000, more than 260,000 people died in the U.S. from overdoses involving prescription opioids; and

WHEREAS, the interest in and need for greater access to safe and effective non-drug, noninvasive approaches to pain management has increased; and

WHEREAS, the American College of Physicians (ACP) released updated low-back pain treatment guidelines in 2017 that promote the use of noninvasive, non-drug approaches such as spinal manipulation as a first line of defense against back pain, before the use of pain medications and surgery; and

WHEREAS, the CDC in its draft 2022 prescribing guidelines also promotes diverse approaches and varied pain management solutions and specifically encourages use of non-drug therapies as a first line of treatment for subacute and chronic pain and even some types of acute pain; and

WHEREAS, Doctors of chiropractic, who focus on the whole person with their non-drug, noninvasive treatments for pain management – most notably spinal manipulation – can play an important role in helping patients lessen their reliance on pain medications; and

NOW, THEREFORE, we join with the American Chiropractic Association as it promotes the health benefits of non-drug treatments for low-back such as spinal manipulation with its "Chiropractic: On the Frontline for Pain" campaign and declare **October 2022 National Chiropractic Health Month**.

Given under my hand and Seal of the Town of Little Elm, Texas, this 27th day of September, 2022.

Curtis J. Cornelious, Mayor of Little Elm



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 17 through 23, 2022 as Constitution Week.

DESCRIPTION:

Mayor Cornelious will present a proclamation declaring September 17 through 23, 2022 as Constitution Week.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Attachments

2022 Constitution Week Proclamation



Proclamation

WHEREAS: September 17, 2022, marks the two hundred and thirty-fifth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

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

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

NOW, THEREFORE, we declare the week of **September 17 through 23, 2022 as Constitution Week** and ask our citizens to reaffirm the ideals the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

Given under my hand and Seal of the Town of Little Elm, Texas, this 27th day of September, 2022.

Curtis J. Cornelious, Mayor of Little Elm



Agenda Item #: 4. C.

Department: Administrative Services

Strategic Goal: Ensure strong relationship within the community and region

Staff Contact: Fred Gibbs, Director of Development Services

AGENDA ITEM:

Present a Proclamation Declaring October 2022 as National Code Compliance Month.

DESCRIPTION:

Mayor Cornelious will present a proclamation declaring October 2022 as National Code Compliance Month.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Attachments

2022 Code Compliance Month



Proclamation

WHEREAS, Code Enforcement Officers provide for safety and welfare of the citizens throughout the United States through the enforcement of local codes or ordinances facing various issues of building, zoning, housing, environmental, health and life safety; and

WHEREAS, Code Enforcement Officers often have a challenging and demanding role and often do not receive recognition for the job that they do in improving living and working conditions for residents and businesses of local communities; and

WHEREAS, the role of many Code Enforcement Officers has expanded in recent years with the increased number of foreclosed and abandoned homes in communities impacted economically; and

WHEREAS, Code Enforcement Officers are dedicated, and highly qualified professionals who share the goals of preventing neighborhood deterioration, enhancing and ensuring safety, and preserving property values through knowledge and application of housing, zoning, and nuisance codes and ordinances; and

WHEREAS, Code Enforcement Officers often have a highly-visible role in the communities they serve and regularly interact with a variety of state officials, county officials, first responders, legislative boards, commissions, agencies, and bodies; and

WHEREAS, Code Enforcement Officers are called upon to provide quality customer service and excellence to the residents and businesses of the communities in which they serve; and

WHEREAS, the American Association of Code Enforcement wants to recognize and honor Code Enforcement Officers and Professionals all across the United States and bring awareness to the Importance of Code Enforcement to the communities of the United States; and

WHEREAS, the American Association of Code Enforcement was established in 1988 for the purpose of providing ongoing training and support for Code Enforcement professionals working in the United States; and

NOW, THEREFORE, we declare the month of **October 2022 as National Code Compliance Month** and call upon municipalities and communities to join in recognizing and expressing their appreciation for the dedication and service of the individuals who serve as our Code Enforcement Officers.

| Curtis J. Cornelio | us, Mayor of Little Elm | |
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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 September 6, 2022, Regular Town Council Meeting.**

DESCRIPTION:

The minutes from the September 6, 2022, regular Town Council meeting are attached for approval.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Minutes - September 6, 2022

DRAFT

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

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

Present: Mayor Curtis J. Cornelious; Council Member Neil Blais; Council Member Jamell Johnson; Mayor

Pro Tem Lisa Norman; Council Member Jeremy Lukas; Council Member Michael McClellan

Absent: Council Member Tony Singh

Staff Caitlan Biggs, Director of Administrative Services/Town Secretary; Jennette Espinosa, Executive Present: Director; Joe Florentino, Assistant Town Manager; Matt Mueller, Town Manager; Chad Hyde,

Director of Community Services; 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; Rebecca Hunter, Purchasing Manager; Robert Brown, Town Attorney; Rodney

Harrison, Police Chief

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

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

- 2. Workshop.
 - A. Present and Discuss an **Update on the Lights on the Lake.**

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

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

Director of Administrative Services Caitlan Biggs gave an overview in the attached presentation.

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

Council Member Blais gave the invocation.

- В. Pledge to Flags. C. Items to be Withdrawn from Consent Agenda. Item 6J is withdrawn due to applicant request. 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. None. G. Town Council to Highlight Items on the Agenda Needing Further Discussion or Comments Prior to the Regular Session. None. Presentations. A. Present a Proclamation Declaring September 5 through 9, 2022 as Payroll Week.
- 4.

Mayor Cornelious presented the proclamation.

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

Mayor Cornelious presented 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 Michael McClellan, seconded by Council Member Jeremy Lukas **to** approve the consent agenda, except 6J.

Vote: 6 - 0 - Unanimously

- 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."

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

Open Public Hearing: 6:46 p.m. Receive Public Comments: None Close Public Hearing: 6:47 p.m.

No action was taken, but the following language was read:

"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.

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

Motion by Council Member Michael McClellan, seconded by Council Member Jamell Johnson *to adopt Ordinance No. 1684.*

Vote: 6 - 0 - Unanimously

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.

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

Motion by Council Member Jeremy Lukas, seconded by Council Member Neil Blais to ratify the property tax revenue increase.

Vote: 6 - 0 - Unanimously

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."

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

Motion by Council Member Jeremy Lukas, seconded by Mayor Pro Tem Lisa Norman 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.

Vote: 6 - 0 - Unanimously

Motion by Mayor Pro Tem Lisa Norman, seconded by Council Member Neil Blais 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.

Vote: 6 - 0 - Unanimously

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

Motion by Council Member Neil Blais, seconded by Council Member Michael McClellan to appoint Mayor Pro Tem Lisa G. Norman.

Vote: 6 - 0 - Unanimously

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.

Town Manager Matt Mueller gave an overview of the item.

Motion by Council Member Michael McClellan, seconded by Council Member Jamell Johnson to cast Little Elm's vote for Place 8 for Mike Land.

Vote: 6 - 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 Secretary Evaluation
 - Section 551.076 to discuss security matters.
 - Section 551.087 to discuss Economic Development.

Council entered into Executive Session at 6:59 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 Secretary Evaluation
- Section 551.076 to discuss security matters.

| | Section 551.087 to discuss Economic Development. |
|-----------------------|---|
| | Council reconvened into Executive Session at 7:59 p.m. Council Member Neil Blais motioned, Michael McClellan seconded, to amend the Town's Secretary contract as discussed in Executive Session. Motion passes 6-0. |
| 10. | Adjourn. |
| | Meeting adjourned at 8:00 p.m. |
| | |
| Respectf | ully, |
| Caitlan B Town Sec | |
| Passed a | nd Approved thisday of2022. |



Agenda Item #: 6. B.

Department: Administrative Services

Strategic Goal: Ensure strong relationship within the community and region

Staff Contact: Rodney Harrison, Police Chief

AGENDA ITEM:

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

DESCRIPTION:

The City of Oak Point has not had a municipal jail and as a result has nowhere to house Class C Municipal prisoners. Oak Point has requested that the Town of Little Elm Police Department provide jail services.

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

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

ILA for Jail Services between Little Elm and Oak Point

Town of Little Elm, Texas Standard Contract for Services

Jail Services City of Oak Point - Class C Misdemeanor Municipal Warrants

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

- 1. SCOPE OF SERVICES. The Services to be performed are specified below. Deviations from the agreed-upon scope of work of such Services may be authorized from time to time by the Town in writing.
 - Jail Services provided by the Town to the Oak Point for Class C Misdemeanor Municipal Warrants shall be at a rate of \$50.00 per prisoner for the first twenty-four (24) hours after the prisoner has completed the booking process and placed in a cell in the Town's jail unless, by the order of the City of Oak Point Municipal Court Judge, the prisoner is required to layout any and all fine amounts. Any time served by a prisoner beyond the initial twenty-four (24) hour period after booking will incur an additional charge of \$25.00 per day for that prisoner. The rate paid by Oak Point includes temporary housing for a prisoner, safeguarding a prisoner's personal property, providing meals to a prisoner, jail uniforms to prisoners (when appropriate) and 24 hour monitoring of prisoners.
 - Transportation of Oak Point's prisoners shall be provided by Oak Point to the Town of Little Elm Jail.
 - Prisoner arraignment shall be the responsibility of the City of Oak Point Municipal Court Judge or the Judge's designee. All cost associated with arraignment will be the responsibility of Oak Point.
 - Oak Point will be responsible for collecting payment and processing fine/bond receipts associated with all of the Oak Point's prisoners.
- **2. SCHEDULE OF WORK.** The Town agrees to begin services beginning September 21, 2022.

Jail Services Agreement: Town of Little Elm and City of Oak Point – Page 1

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

Attention: Donna Boner, Finance Director

Address: 100 Naylor Road City, State, Zip: Oak Point, TX 75068

7. INDEMNIFICATION AND PARTY LIABILITY.

- 7.1. TO THE EXTENT ALLOWED BY LAW, EACH PARTY HERETO SHALL INDEMNIFY AND SAVE HARMLESS THE OTHER PARTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS FEES FOR INJURY OR DEATH TO ANY PERSON OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF THE PARTY, ITS OFFICERS, AGENTS, OR EMPLOYEES IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.
- 7.2 IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT, IN THE EXECUTION OF THIS AGREEMENT, NO PARTY WAIVES, NOR SHALL BE DEEMED HEREBY TO WAIVE, ANY IMMUNITY OR DEFENSE THAT WOULD OTHERWISE BE AVAILABLE TO OR AGAINST CLAIMS ARISING IN THE EXERCISE OF GOVERNMENTAL FUNCTIONS RELATING HERETO OR OTHERWISE. BY ENTERING INTO THIS AGREEMENT, THE PARTIES DO NOT CREATE ANY OBLIGATIONS EXPRESSED OR IMPLIED, OTHER THAN THOSE SET FORTH HEREIN, AND THIS AGREEMENT SHALL NOT CREATE ANY RIGHTS IN ANY PARTY NOT SIGNATORY HERETO. THE REMEDIES OF A PARTY HERETO WITH RESPECT TO A CLAIM AGAINST ANOTHER PARTY HERETO SHALL BE IMPAIRED BY THIS AGREEMENT WHEN THE CLAIM DOES NOT ARISE FROM THE USE AND OPERATION OF THE FACILITY.

Jail Services Agreement: Town of Little Elm and City of Oak Point – Page 2

- 7.3 EACH PARTY AGREES TO AND ACCEPTS FULL RESPONSIBILITY FOR THE ACTS, NEGLIGENCE AND/OR OMISSIONS OF SUCH PARTY'S OFFICERS, AGENTS AND EMPLOYEES PARTY'S IN THE EXECUTION AND PERFORMANCE OF THIS AGREEMENT.
- **8. TERMINATION OF CONTRACT.** The Town or City of Oak Point may terminate this Agreement upon thirty (30) days written notice to the other Party.
- 9. NON-BINDING MEDIATION. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved informally by the Town and the City of Oak Point, the Town and the City of Oak Point agree to submit such disagreement to non-binding mediation in accordance with the Governmental Dispute Resolution Act (Chapter 2009, Texas Government Code) before pursuing any other legal remedy.
- **10. ENTIRE CONTRACT.** This Agreement is the entire contract between the Town and the City of Oak Point concerning the Service. There are no understandings or contracts regarding the Service other than those incorporated herein. This Agreement may not be modified except by an instrument in writing signed by the Parties.
- 11. **NOTICES.** All notices and communications concerning this Agreement are to be mailed or delivered to the addresses shown below unless and until the other Party is otherwise notified in writing of a different address:

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

If to Oak Point City of Oak Point Stephen Ashley City Manager 100 Naylor Road Oak Point, TX 75068

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

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

(signatures on following page)

| SIGNED AND AGREED this | day of, |
|-------------------------------|------------------------------|
| 2022. | |
| | TOWN OF LITTLE ELM |
| | By: |
| | Matt Mueller, Town Manager |
| ATTEST: | |
| Caitlan Biggs, Town Secretary | |
| | |
| SIGNED AND AGREED this | day of, |
| 2022. | |
| | CITY OF OAK POINT |
| | By: |
| | Stephen Ashley, City Manager |
| ATTEST: | |
| Joni Vaughn, City Secretary | |



Agenda Item #: 6. C.

Department: Administrative Services

Strategic Goal: Maintain operational integrity and viability **Staff Contact:** Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Consider Action to Approve Little Elm EDC's Investment Policy for 2022-2023.

DESCRIPTION:

Annual Review of Investment Policies in accordance with the Public Funds Investment Act and the State approved changes for 2022-2023.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

EDC Investment Policy 2022-2023

RESOLUTION NO. 0912202201EDC

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION, A TYPE A ECONOMIC DEVELOPMENT CORPORATION, APPROVING AN INVESTMENT POLICY OF LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the Little Elm Economic Development Corporation (hereinafter referred to as the "LE EDC"), is an economic development corporation operating pursuant to Chapter 504 of the Texas Local Government Code, as amended, and the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended; and

WHEREAS, Section 2256.003 of the Texas Government Code provides that governmental bodies subject to the Public Funds Investment Act "may purchase, sell, and invest its funds and funds under its control in investments authorized under this subchapter in compliance with investment policies approved by the governing body and according to the standard of care prescribed by Section 2256.006 of the Texas Government Code"; and

WHEREAS, the Board of Directors of the LE EDC find and determine it is in the best interest of the LE EDC to adopt the Public Funds Investment Act Policy, entitled "Investment Policy of the Little Elm Economic Development Corporation," a copy of which is attached hereto as **Exhibit A**, and is incorporated herein for all purposes.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION, AS FOLLOWS:

Section 1. That the findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

<u>Section 2.</u> That the Board of Directors of the Little Elm Economic Development Corporation does hereby approve the Investment Policy of the Little Elm Economic Development Corporation, a copy of which is attached hereto as *Exhibit A*, and is incorporated herein for all purposes.

Section 3. This Resolution shall become effective from and after its passage.

DULY RESOLVED by the Board of Directors of the Little Elm Economic Development Corporation on this the _______ day of _______, 2022.

Ken Eaken, President Little Elm Economic Development Corporation

Acknowledged by Little Elm Town Council _______

Exhibit A

[Investment Policy Of Little Elm Economic Development Corporation]

INVESTMENT POLICY

OF

LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION

| EDC President | | |
|----------------------|------|-----------------|
| | | |
| | | |
| Date | | |

PREFACE

It is the policy of the Little Elm Economic Development Corporation (hereinafter referred to as the "EDC") that all available funds within its control shall be invested in conformance with these legal and administrative guidelines.

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

Earnings from investments will be used in a manner that will best serve the interests of the EDC.

Section 1. Scope.

The Public Funds Investment Act ("PFIA"), Chapter 2256, Texas Government Code, prescribes that each local government is to adopt rules governing its investment practices and to define the authority of the investment officers. This Investment Policy addresses the methods, procedures, and practices which must be exercised to ensure effective and judicious fiscal management of funds of the EDC.

This Policy shall apply to the investment and management of all funds of the EDC under its control, other than those expressly excluded herein or by applicable law or valid agreement. This Policy shall not supersede the restrictions on investment and use applicable to any specific fund and, in the event of any conflict between this Policy and the requirements of any fund subject hereto, the specific requirement applicable to such fund shall be followed as well as all other provisions of this Policy other than those in conflict.

Section 2. Objectives.

The EDC's principal investment objectives in order of priority are:

- 1. Preservation of capital and the protection of investment principal.
- 2. Maintenance of sufficient liquidity to meet anticipated disbursement and cash flows.
- 3. Conformance with all Federal regulations, State of Texas statutes and other legal requirements, including the Articles of Incorporation, and this Policy.
- 4. Diversification to avoid incurring unreasonable risks regarding investments owned.

5. Attainment of a market rate of return equal to or higher than the performance measure established from time to time by the EDC which is commensurate with the acceptable risk and liquidity objectives of this Policy.

Section 3. Delegation of Authority.

The EDC appoints the EDC's Treasurer and Accountants as the "<u>Investment Officers</u>" of the EDC. Direct management responsibility for the investment program of the EDC is delegated by the EDC's Board of Directors to the Investment Officers. The Investment Officers' authority will at all times be limited by all applicable laws and regulations in effect from time to time, and this Policy

The Investment Officers may develop and maintain written administrative procedures for the operation of the investment program consistent with this Policy. The controls shall be designed to prevent, identify and control losses of public funds arising from deviation from this Policy, fraud, employee error, misrepresentation by third parties, or imprudent actions by employees and officers of the EDC. In these procedures, the Investment Officers may delegate specific portions of the investment management program. Such delegation shall state specifically the functions such person is authorized to perform.

The EDC shall obtain and maintain, at the expense of the EDC, fidelity bonds for the Investment Officers. No person may engage in an investment transaction except as provided under the terms of this Policy and the internal procedures established by the Investment Officer. A current list of persons authorized to transact investment business and wire funds on behalf of the EDC shall be maintained by the Executive Director.

In the discretion of the EDC, and in any event upon the termination or reassignment of any Investment Officer authorized to conduct transactions for the EDC pursuant to this Policy, the authority of such person shall be revoked and such revocation of authority shall be immediately communicated orally and in writing to each and every depository, broker/dealer, investment pool, investment advisor, custodian, and other agency or EDC with whom the EDC has any existing or continuing relationship in the management of its investments.

In order to ensure qualified and capable investment management, the Investment Officers shall, within twelve (12) months after taking office or assuming duties, attend at least one (1) training session from an independent source approved in this Policy that addresses investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the PFIA and contains at least ten (10) hours of instruction. Additionally, the Investment Officer shall complete not less than ten (10) hours of training every two (2) year period that begins on the first day of the EDC's fiscal year and consists of the two (2) consecutive fiscal years after that date, addressing the aforementioned topics. The Government Finance Officers' Association of Texas (GFOAT), Government Treasurers' Organization of Texas (GTOT), Texas Municipal League (TML), University of North Texas (UNT), North Central Texas Council of Governments (NCTCOG), American Institute of Certified Public Accountants (AICPA), and the Government Finance Officers Association (GFOA) are approved independent training sources.

Section 4. <u>Investment Advisors</u>.

The EDC may, at the recommendation of the Executive Director, select one or more Investment Advisor(s) to assist the Investment Officers in the management of the EDC's funds. The Investment Advisor must be registered with the Securities and Exchange Commission under the Investment Advisors Act of 1940 and also be registered with the Texas State Securities Board as an Investment Advisor. To be eligible for consideration, an Investment Advisor shall demonstrate knowledge of and experience in the management of public funds. A selected Investment Advisor shall act solely in an advisor and administrative capacity, within the guidelines of this Policy and without any discretionary authority to transact business on behalf of the EDC. The terms and conditions of any Investment Advisor contract shall comply with the PFIA. A contract with an Investment Advisor may not be for a term longer than two (2) years and any contract, renewal, or extension must be approved by the EDC and Town Council.

Section 5. Standard of Care.

The standard of care for the EDC's investments shall be that such investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived.

The overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The Investment Officers and any others involved in the investment process shall recognize that the investment activities of the EDC are a matter of public record.

An Investment Officer, acting in accordance with written procedures and exercising due diligence and the proper standard of care, shall be relieved of personal responsibility for an individual investment's credit risk or market price changes, provided that this Policy and the Investment Officer's procedures were followed. In determining whether the Investment Officer exercised a proper standard of care, all investments over which the Officer had responsibility will be considered rather than a single investment, and whether the investment decision was consistent with this Policy, as applicable.

Section 6. <u>Authorized Investments</u>.

Subject to any limitations otherwise imposed by applicable law, regulations, bond indentures, or other agreements, (including but not limited to the PFIA), the following are the only permitted investments for the EDC's funds:

A. Direct obligations of the United States government including, but not limited to,
 U. S. Treasury Bills, U. S. Treasury Notes, U. S. Treasury Bonds, and U. S. Treasury STRIPS.

- B. Debentures, discount notes or other obligations, guaranteed by, or for which the credit of any Federal Agency and Instrumentality is pledged for payment including, but not limited to, Federal National Mortgage Association (FNMA), Federal Home Loan Bank (FHLB), Federal Farm Credit Bank (FFCB), Federal Agricultural Mortgage Corporation (FRMAC), Federal Deposit Insurance Corporation (FDIC), and Federal Home Loan Mortgage Corporation (FHLMC). Principal-only and interest-only mortgage backed securities are expressly prohibited.
- C. Bonds or other interest bearing obligations of which the principal and interest are guaranteed by the full faith and credit of the United States government. Principal-only and interest-only mortgage backed securities are expressly prohibited.
- D. Certificates of deposit and other evidences of deposit at a financial institution that has its main office or a branch office in Texas and a) is guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or other federally sponsored deposit insurance corporation, or its successor, b) is secured by obligations in a manner and amount provided by law for deposits of the EDC, or c) is placed through a broker or depository institution that has its main office or a branch office in Texas that meets the requirements of the PFIA.
- E. Repurchase agreements structured incompliance with the PFIA, collateralized at a minimum market value of one hundred two percent (102%) of the dollar value of the transaction plus accrued interest. A flexible repurchase agreement that allows for withdrawals as needed to fund project expenditures may be utilized for capital improvement projects funded by bond proceeds.

The EDC will not enter into repurchase agreements that would result in a reverse repurchase position for the EDC.

- F. Money Market Mutual Funds meeting each of the following criteria:
 - (1) Regulated by the Securities and Exchange Commission;
 - (2) No commission fee shall be charged on purchases or sales of shares (i.e. "no-load" fund);
 - (3) Have an objective of maintaining a constant daily net asset value of \$1.00 per share;
 - (4) Limit assets of the fund to those described as "government" securities; and
 - (5) Maintain a rating of AAAm or the equivalent by a nationally recognized rating agency.

- G. State and local government investment pools organized under and meet the requirements of the PFIA, have been specifically approved by the Investment Officers, and authorized by the EDC's Board of Directors, as the case may be.
- H. Direct obligations of the State of Texas or its agencies.
- I. Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by the State of Texas.

Section 7. Other Investment Guidelines.

The EDC seek active management of its portfolio assets. In the effort of meeting the objectives of this Policy, the EDC may from time to time sell investments that it owns in order to better position its portfolio assets. Sales of investments prior to maturity shall be documented and approved by the Executive Director before such a transaction is consummated. Sales of investments yielding net proceeds less than ninety-eight percent (98%) of the book value of the investments must be approved in advance and in writing by the EDC.

Each security investment transaction must be based upon competitive quotations received from broker/dealers who have been approved by the EDC.

The purchase and sale of all securities shall be on a delivery versus payment or payment versus delivery basis. In this manner, the EDC will always have possession of either its securities or its monies.

The EDC is not required to liquidate investments that were authorized at the time of purchase. However, an investment that requires a minimum credit rating does not qualify as an Authorized Investment during the period the investment does not have the minimum credit rating. The Investment Officers shall monitor the rating of each issuer, as applicable, at least quarterly, and take all prudent measures that are consistent with this Policy to liquidate an investment that does not have the required minimum rating.

Section 8. <u>Portfolio Maturities</u>.

Maturities shall be selected which provide for both stability of income and reasonable liquidity. The maximum stated maturity of any non-bond proceed investment is two (2) years. An investment's "average life" does not constitute a stated maturity. The weighted average life of all non-bond proceed investments shall not exceed nine (9) months.

In the case of callable securities, the Investment Officer shall additionally calculate a weighted average call date. However, at all times the stated final maturity shall be used in portfolio average life calculations and reported as outlined in this Policy.

Investment of bond proceeds shall be limited to the shorter of the anticipated draw schedule or "temporary period" as defined by the Internal Revenue Service. Additionally, bond proceeds may be invested in a singular repurchase agreement, if reductions are allowed from the agreement without penalty for legitimate bond proceeds expenditures and the final maturity is within the

"temporary period" (this arrangement is commonly referred to as a "flexible repurchase agreement").

Section 9. Investment Allocation Limits.

It is the Policy of the EDC to avoid concentration of assets in a specific maturity, a specific issue, or a specific class of investments. The asset allocation in the portfolio should, however, be flexible depending upon the outlook for the economy and the investment market.

The Investment Officers shall evaluate how each investment purchased fits into the EDC's overall investment strategies (see Section 15 - Investment Strategy Statement).

Section 10. Broker/Dealers and Other Providers.

The EDC shall maintain a list of broker/dealers which have been approved by the EDC Council. Securities and other investments, where applicable, may only be purchased for the EDC from those authorized broker/dealers.

The Investment Officers shall review each broker/dealer approved under this Section and at least annually the EDC Council shall re-approve the applicable list.

Broker/dealers, investment pools, and other financial institutions will be selected by the Investment Officers on the basis of their financial stability, expertise in cash management and their ability to service the EDC's and Corporations' account. Each broker/dealer, investment pool, or financial institution, shall be required to submit to the EDC (as applicable) information as requested by the Investment Officers. The Investment Officers shall maintain a file which includes the most recent information submitted by each firm.

All business organizations eligible to transact investment business with the EDC shall be presented a written copy of this Policy. The qualified representative of the business organization seeking to transact investment business with the EDC shall execute a written instrument substantially to the effect that it has:

- 1) received and thoroughly reviewed this Policy, and
- 2) acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the EDC and the organization that are not authorized by this Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the EDC's entire portfolio or requires an interpretation of subjective investment standards.

The EDC shall not enter into an investment transaction with a business organization prior to receiving the written instrument described above.

Section 11. <u>Selection of Depositories.</u>

To be eligible for receipt of EDC deposits, financial institutions must be a member of the FDIC, or other federally sponsored deposit insurance corporation, and meet the minimum standards established by the Investment Officers. Financial institutions failing to meet the minimum criteria or, in the judgment of the Investment Officers, no longer offering adequate safety for the EDC will be removed from the list.

Consistent with the requirements of State law, the EDC requires all financial institution deposits to be federally insured or collateralized with marketable securities, irrevocable letters of credit, or in any other manner allowed by State law, if the amount of deposit exceeds federal insurance levels. Financial institutions serving as depositories will be required to sign a Depository Agreement with the EDC. The custodial portion of the Depository Agreement shall define the EDC's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations; including:

- A. the Agreement must be in writing;
- B. the Agreement has to be executed by the Depository and the EDC contemporaneously with the acquisition of the asset;
- C. the Agreement must be approved by the board of directors or the designated committee of the Depository and a copy of the meeting minutes must be delivered to the Investment Officers;
- D. the Agreement must be continuously, from the time of execution, an official record of the Depository.

Eligible collateral for financial institution deposits shall include all items allowable with the PFIA and the Public Funds Collateral Act, subject to prior approval and at the sole discretion of the Investment Officers.

Section 12. <u>Safekeeping and Custody</u>.

Investment securities purchased for the EDC shall be held in third-party safekeeping, and all pledged collateral shall be delivered to an independent third-party custodian prior to deposit. The EDC may designate safekeeping or custodian bank(s). With the exception of federally insured deposits, in no event will the EDC's custodial or safekeeping institution also be counterparty (broker/dealer) to the purchase or sale of those securities, or pledging of that collateral. The EDC shall execute a written agreement with each bank prior to utilizing the custodian or safekeeping services. The agreement must provide that the safekeeping or custodian bank will immediately record the receipt of purchased or pledged securities in its books and promptly issue and deliver a safekeeping receipt to the EDC showing the receipt and the identification of the security, as well as the EDC's perfected interest. The original safekeeping receipt for each transaction including purchased securities under a repurchase agreement and collateral securing deposits will be delivered to the Investment Officers.

Only institutions eligible under the Public Funds Collateral Act may be utilized as a custodian of securities pledged to secure financial institution deposits.

An Investment Officer must approve release of securities held as collateral, in writing, prior to their removal from the custodial account. A facsimile or email of a written authorization shall be sufficient if the custodian orally confirms receipt of the transmission, and an exact copy of the document is retained in the EDC's files.

Section 13. Recordkeeping and Reporting.

A record shall be maintained of any bids and offerings for investment transactions in order to ensure that the EDC receives competitive pricing. All transactions shall be documented by the person authorizing the transaction in a form that shows that person's name, the counterparty to the transaction, the date, a description of the transaction, and a brief statement of the reason(s) for the transaction.

Each depository institution of the EDC's funds shall maintain separate, accurate, and complete records relating to all deposits, the securities pledged to secure such deposits, and all transactions relating to the pledged securities. In addition, each depository shall file all reports required by the Texas State Depository Board. Each depository and custodian shall agree to make all the records described in this paragraph available to the EDC and its auditors at any reasonable time.

At least once each quarter, the Investment Officers shall verify that all securities owned by or pledged to the EDC are held in safekeeping in the safekeeping or custodial bank(s) with proper documentation. In conjunction with the annual audit, the EDC's investment program, including the records of safekeeping, custodian, and depository banks, shall be audited by independent certified public accountants. This annual audit shall include a compliance audit of the management and internal controls on investments and adherence to this Policy.

An investment report shall be prepared in compliance with the PFIA at least quarterly by the Investment Officers that:

- a) describes in detail the investment position of the EDC,
- b) states the reporting period beginning book and market values, and ending book and market values for the period of each pooled fund group,
- c) states the reporting period ending book and market value for each investment by asset type and fund type,
- d) states the maturity date of each investment,
- e) states the fund for which each investment was purchased,

- f) states the compliance of the investment portfolio with this Policy and the PFIA,
- g) summarizes quarterly transactions, including a detailed list of the gains and losses recognized, and
- h) explains the investment return during the previous quarter and compares the portfolio's performance to other benchmarks of performance.

This report will be prepared and signed by the EDC's Investment Officers and provided to the EDC's Board of Directors. In conjunction with the annual audit, these reports shall be annually reviewed by the independent auditor, and the result of that review shall be presented to the EDC's Board of Directors, as the case may be.

The Investment Officers shall determine market value of securities owned or pledged as collateral based on sources independent from the transaction.

All contracted Investment Advisors shall prepare reports as requested by the Investment Officers.

Section 14. Ethics and Conflicts of Interest.

Investment Officers and employees of the EDC involved in the investment process shall refrain from personal business activity that involves any of the EDC's approved custodians, depositories, broker/dealers, or investment advisors, and shall refrain from investing in any security issue held by the EDC. Investment Officers and employees of the EDC involved in the investment process shall not utilize investment advice concerning specific securities or classes of securities obtained in the transaction of the EDC's business for personal investment decisions, shall in all respects subordinate their personal investment transactions to those of the EDC, particularly with regard to the timing of purchases and sales, and shall keep confidential all investment advice obtained on behalf of the EDC and all transactions contemplated and completed by the EDC, except when disclosure is required by law.

All Investment Officers shall file with the Texas Ethics Commission and the EDC's Board of Directors a statement disclosing any personal business relationship with any business organization seeking to sell investments to the EDC or any relationship within the second degree by affinity or consanguinity to an individual seeking to sell investments to the EDC.

Section 15. Investment Strategy Statement.

In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds. Investment guidelines by fund-type are as follows:

a. Operating Funds

Suitability - Any investment eligible in this Policy is suitable for the Operating Funds.

Safety of Principal - All investments shall be of high quality with no perceived default risk. Market price fluctuations will however occur. By managing the weighted average days to maturity for the Operating Fund portfolio to less than nine (9) months and restricting the maximum allowable maturity to two years, the price volatility of the overall portfolio will be minimized.

Marketability - Investments with active and efficient secondary markets are necessary in the event of an unanticipated cash requirement.

Liquidity - The Operating Fund requires the greatest short-term liquidity of any of the fund types. Short-term financial institution deposits, investment pools, and money market mutual funds provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Diversification - Investment maturities shall be staggered throughout the budget and cash flow cycle to provide cash flow based on the anticipated operating needs of the EDC. Market cycle risk may be reduced by diversifying the appropriate maturity structure out through two years.

Yield - Attaining a competitive market yield for comparable investment-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling sixmonth Treasury Bill portfolio shall be the minimum yield objective.

b. Capital Improvement Funds

Suitability - Any investment eligible in this Policy is suitable for Capital Improvement Funds.

Safety of Principal - All investments shall be of high quality with no perceived default risk. Market price fluctuations will however occur. By managing Capital Improvement Fund's portfolio to not exceed the anticipated expenditure schedule and restricting the maximum allowable maturity to the I.R.S. "temporary period", the market risk of the overall portfolio will be minimized.

Marketability - Investments with active and efficient secondary markets are necessary in the event of an unanticipated cash requirement.

Liquidity - The funds used for capital improvement programs have reasonably predictable draw down schedules, therefore investment maturities shall generally follow the anticipated cash flow requirements. Short-term financial institution deposits, investment pools, and money market mutual funds provide readily available funds generally equal to at least one month's anticipated cash flow needs, or a competitive yield alternative for short term fixed maturity investments. A singular repurchase agreement may be utilized if

disbursements are: allowed in the amount necessary to satisfy any expenditure request; this investment structure is commonly referred to as a flexible repurchase agreement.

Diversification - Market conditions and the arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for bond proceeds and other construction and capital improvement funds. With bond proceeds, if investment rates exceed the applicable arbitrage yield, the EDC is best served by locking in most investments. If the arbitrage yield cannot be exceeded, then concurrent market conditions will determine the attractiveness of diversifying maturities or investing in shorter and larger lumps. At no time shall the anticipated expenditure schedule be exceeded in an attempt to bolster yield with any EDC funds.

Yield - Achieving a positive spread to the applicable arbitrage yield is the desired objective for bond proceeds. Non-bond proceeds construction and capital project funds will target a rolling portfolio yield of six month Treasury Bills.

c. Fiduciary Funds

Suitability - Any investment eligible in this Policy is suitable for the Fiduciary Funds.

Safety of Principal - All investments shall be of high quality with no perceived default risk. Market price fluctuations will however occur. By managing the weighted average days to maturity for the Fiduciary Fund portfolio to less than nine (9) months and restricting the maximum allowable maturity to two years, the price volatility of the overall portfolio will be minimized.

Marketability - Investments with active and efficient secondary markets are necessary in the event of an unanticipated cash requirement.

Liquidity - The Fiduciary Fund requires short-term liquidity. Short-term financial institution deposits, investment pools, and money market mutual funds provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Diversification - Investment maturities shall be staggered throughout the budget and cash flow cycle to provide cash flow based on the anticipated operating needs of the EDC. Market cycle risk may be reduced by diversifying the appropriate maturity structure out through two years.

Yield - Attaining a competitive market yield for comparable investment-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling sixmonth Treasury Bill portfolio shall be the minimum yield objective.

Section 16. <u>Policy Revisions</u>.

This Policy will be reviewed at least annually by the Investment Officers and the EDC's Board of Directors and may be amended as conditions warrant by the EDC's Board of Directors. The EDC shall adopt a written instrument by resolution stating that it has reviewed the Investment Policy and investment strategies and that the written instrument so adopted shall record any changes made to either the Investment Policy or investment strategies

Section 17. <u>Effective Date</u>.

This Policy shall become effective from and after its date of passage as provided by law.



Date: 09/27/2022

Agenda Item #: 6. D.

Department: Administrative Services

Strategic Goal: Maintain operational integrity and viability **Staff Contact:** Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Consider Action to Approve an Agreement for Reimbursement between the Town of Little Elm and Little Elm Economic Development Corporation for expenses incurred regarding a Data Processing Agreement, with Addendum, for services provided by EDOiQ.

DESCRIPTION:

Details of this agreement as follows:

- 1. Payment for Services. The EDC covenants and agrees to pay directly to EDOiQ/Third Corner Inc., the sum of Ten Thousand Eight Hundred and No/100 Dollars (\$10,800.00) which consists of an annual license agreement in the amount of \$6,000.00 and the annual fee for monthly data entry and project management is \$4,800.00 for the Data Processing Agreement, a copy of which is attached hereto as Exhibit A. Further, upon payment of said Data Processing Agreement, EDC shall submit to the Town an invoice for said Data Processing Agreement in the amount of Five Thousand Four Hundred and No/100 Dollars (\$5,400.00).
- 2. Reimbursement for Services. Within thirty (30) days after receipt of said invoice from the EDC, consistent with Section 1 of this Agreement, Town shall pay to the EDC the sum of **Five**Thousand Four Hundred and No/100 Dollars (\$5,400.00) for said Data Processing Agreement.

BUDGET IMPACT:

Little Elm EDC will pay the invoice for this service in full with monies from the budgeted amount for Contracted Services. The Town will reimburse the Little Elm EDC in the amount of **Five Thousand Four Hundred and No/100 Dollars (\$5,400.00)**, which will then be credited back to the same category, Contract Services.

RECOMMENDED ACTION:

Staff recommends approval.

AGREEMENT

| 7 | his Agreement (hereinafter referred to as the "Agreement"), effective as of the da | ιy |
|-----------|--|----|
| of | , 2022, (hereinafter referred to as the "Effective Date"), is made and entered int | О |
| by and | between the TOWN OF LITTLE ELM, TEXAS, a Texas home-rule municipalit | y |
| (hereina | fter referred to as the "Town"); and LITTLE ELM ECONOMIC DEVELOPMEN | T |
| CORPO | RATION, a Texas non-profit corporation (hereinafter referred to as the "EDC"), herei | n |
| collectiv | ely referred to as ("Party" or "Parties"). | |

WHEREAS, the Parties hereto recognize that the Town and EDC will incur and continue to incur expenses regarding a Data Processing Agreement with an addendum, a copy of which are attached hereto as *Exhibit A*, and are incorporated herein for all purposes (collectively referred to as the "Data Processing Agreement"); and

WHEREAS, the Parties desire to share the cost of said Data Processing Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Payment for Services. The EDC covenants and agrees to pay directly to EDOiQ/Third Corner Inc., the sum of **Ten Thousand Eight Hundred and No/100 Dollars (\$10,800.00)** which consists of an annual license agreement in the amount of \$6,000.00 and the annual fee for monthly data entry and project management is \$4,800.00 for the Data Processing Agreement, a copy of which is attached hereto as *Exhibit A*. Further, upon payment of said Data Processing Agreement, EDC shall submit to the Town an invoice for said Data Processing Agreement in the amount of **Five Thousand Four Hundred and No/100 Dollars (\$5,400.00)**.
- 2. Reimbursement for Services. Within thirty (30) days after receipt of said invoice from the EDC, consistent with Section 1 of this Agreement, Town shall pay to the EDC the sum of **Five Thousand Four Hundred and No/100 Dollars (\$5,400.00)** for said Data Processing Agreement.
- 3. <u>Termination</u>. The Parties may terminate this Agreement by giving ten (10) business days prior written notice to the other party.
- 4. <u>Entire Agreement</u>. This Agreement contains the entire agreement between the Parties with respect to the transactions contemplated herein.
- 5. <u>Amendment.</u> This Agreement may be amended only by the mutual written agreement of the Parties.
- 6. <u>Successors and Assigns</u>. Neither Town nor the EDC may assign or transfer their interest in the Agreement without prior written consent of the other Party.

7. <u>Notice</u>. Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States Mail, Certified, with Return Receipt Requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

If to Town: Town of Little Elm

100 W. Eldorado Parkway Little Elm, Texas 75068

Attn: Matt Mueller, Town Manager

If to EDC: Little Elm Economic Development Corporation

100 W. Eldorado Parkway Little Elm, Texas 75068

Attn: Jennette Espinosa, Executive Director

- 8. <u>Interpretation</u>. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against either party.
- 9. <u>Applicable Law</u>. This Agreement is made, and shall be construed in accordance with the laws of the State of Texas and venue shall lie in Denton County, Texas.
- 10. <u>Severability</u>. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, a provision 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.
- 11. <u>Counterparts</u>. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

[The Remainder of this Page Intentionally Left Blank]

| | TOWN OF LITTLE ELM, TEXAS, A Texas home-rule municipality, |
|--------------------------------|---|
| | By: Matt Mueller, Town Manager Date Executed: |
| ATTEST: | |
| Caitlan Biggs, Town Secretary | |
| APPROVED AS TO FORM: | |
| Robert F. Brown, Town Attorney | |
| | EDC: |
| | LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION, A Texas non-profit corporation |
| | By: Ken Eaken, President Date Executed: |

TOWN:

Exhibit A

[Data Processing Agreement with an Addendum]



EDOIQ Terms of Service Agreement

These Terms of Service constitute an agreement (this "Agreement") by and between Third Corner, Inc. a Delaware corporation whose principal place of business is 2500 Dallas Parkway, Suite 410, Plano, Texas 75093 ("Vendor") and Little Elm Economic Development Corporation ("Customer") whose principal place of business is 100 West Eldorado Parkway, Little Elm, TX. This Agreement is effective upon execution by both parties (the "Effective Date"). Customer's use of Vendor's "EDOiQ Software" (as defined below in Section 1.6) are governed by this Agreement.

EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS, AND THAT THE PERSON SIGNING ON ITS BEHALF HAS BEEN AUTHORIZED TO DO SO. THE PERSON EXECUTING THIS AGREEMENT ON CUSTOMER'S BEHALF REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND CUSTOMER TO THESE TERMS AND CONDITIONS.

- 1. **DEFINITIONS.** The following capitalized terms will have the following meanings whenever used in this Agreement.
- 1.1. "AUP" means Vendor's acceptable use policy.
- 1.2. "Customer Data" means data in electronic form input or collected through the System by or from Customer, including without limitation by Customer's Users.
- 1.3. "Documentation" means Vendor's standard manual related to use of the System.
- 1.4. "Excluded Data" means any data or content that (a) is "personally identifiable information" or "protected health information" as may be defined by applicable law; (b) Customer does not have the legal right to input into the System; or (c) is not permitted under the AUP.
- 1.5. "Instance" means an online account to access the System, executed as follows: www.edoname.edo-ig.com
- 1.6. "Intellectual Property Rights" or "IPR" means the rights associated with the following anywhere in the world: (a) patents and utility models, and applications therefore (including any continuations, continuations-in-part, divisionals, reissues, renewals, extensions or modifications for any of the foregoing) ("Patents"); (b) trade secrets, Know-how and all other rights in or to confidential business or technical information ("Trade Secrets"); (c) copyrights, copyright registrations and applications therefore, moral rights and all other rights corresponding to the foregoing ("Copyrights"); (d); databases and data collections (including knowledge databases, customer lists and customer databases) under the laws of any jurisdiction, whether registered or unregistered, and any applications for registration; (e) trademarks, tradenames, trade dress and service marks, whether registered or unregistered and the goodwill appurtenant to each ("Trademarks") and any similar, corresponding or equivalent rights to any of the foregoing (a)-(e).
- 1.7. "System" means Vendor's EDOiQ cloud-based platform.
- 1.8. "SLA" means Vendor's standard service level agreement as defined in Exhibit B.
- 1.9. "Term" is defined in Section 11.1 below.
- 1.10. "<u>User</u>" means any individual who uses the System on Customer's behalf or through Customer's account name(s) and password(s), whether authorized or not.



2. THE SYSTEM.

- 2.1. <u>Use of the System</u>. During the Term, Customer may access and use the System pursuant to the terms of this agreement for any active and current subscription(s).
- 2.2. <u>Service Levels</u>. Vendor shall provide the remedies listed in the SLA for any failure of the System listed in the SLA. Such remedies are Customer's sole remedy for any failure of the System, and Customer recognizes and agrees that if the SLA does not list a remedy for a given failure, it has no remedy. Credits issued pursuant to the SLA apply to outstanding or future invoices only and are forfeited upon termination of this Agreement. Vendor is not required to issue refunds or to make payments against such credits under any circumstances, including without limitation after termination of this Agreement.
- 2.3. <u>Documentation</u>: Customer may reproduce and use the Documentation solely as necessary to support Users' use of the System.
- 2.4. <u>System Revisions</u>. Vendor may revise System features and functions or the SLA at any time, including without limitation by removing such features and functions or reducing service levels. If any such revision to the System materially reduces features or functionality provided pursuant to an Instance, Customer may within 30 days of notice of the revision terminate such Instance, without cause, or terminate this Agreement without cause if such Instance is the only one outstanding. If any such revision to the SLA materially reduces service levels provided pursuant to an outstanding Instance, the revisions will not go into effect with respect to such Instance until the start of the Term beginning 45 or more days after Vendor posts the revision and so informs Customer.
- <u>3. SYSTEM FEES.</u> Customer shall pay Vendor the fee set forth for each applicable Instance (the "Subscription Fee") for each Term as defined in Exhibit A.

4. CUSTOMER DATA & PRIVACY.

- 4.1. <u>Use of Customer Data</u>. Unless it receives Customer's prior written consent or as otherwise expressly set forth herein, Vendor: (a) shall not access, process, or otherwise use Customer Data other than as necessary to facilitate the System; and (b) shall not intentionally grant any third-party access to Customer Data, including without limitation Vendor's other customers, except subcontractors of Vendor that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Vendor may disclose Customer Data as required by applicable law or by proper legal or governmental authority. Vendor shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.
- 4.2. <u>Privacy Policy</u>. Vendor has a Privacy Policy applicable to its website. In the event of any conflict between the Privacy Policy and these Terms, the Terms shall control. Vendor's Privacy Policy applies only to the System and visitors to our website ("Site") and does not apply to any third-party website or service linked to the System or recommended or referred to through the System or by Vendor's staff.
- 4.3. <u>Risk of Exposure</u>. Customer recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the System, Customer assumes such risks. Vendor offers no representation, warranty, or guarantee that Customer Data will not be exposed or disclosed through errors or the actions of third parties.



- 4.4. <u>Data Accuracy</u>. Vendor will have no responsibility or liability for the accuracy of data uploaded to the System by Customer, including without limitation Customer Data and any other data uploaded by Users.
- 4.5. <u>Data Deletion</u>. Vendor may permanently delete Customer Data if Customer's account is delinquent, suspended, or terminated for 90 days or more.
- 4.6. Excluded Data. CUSTOMER RECOGNIZES AND AGREES THAT: (a) VENDOR HAS NO LIABILITY FOR ANY FAILURE TO PROVIDE PROTECTIONS SET FORTH IN ANY LAW APPLICABLE TO EXCLUDED DATA OR OTHERWISE TO PROTECT EXCLUDED DATA; AND (b) VENDOR'S SYSTEMS ARE NOT INTENDED FOR MANAGEMENT OR PROTECTION OF EXCLUDED DATA AND MAY NOT PROVIDE ADEQUATE OR LEGALLY REQUIRED SECURITY FOR EXCLUDED DATA.
- 4.7. <u>Aggregate & Anonymized Data</u>. Notwithstanding the provisions above of this Article 4, Vendor may reproduce or utilize <u>Aggregate Data</u> in any way, in its sole discretion, provided customer does not opt out. "<u>Aggregate Data"</u> refers to Customer Data that has been stripped of any information that would identify the Customer or individual to whom the data pertains, including but not limited to the names and addresses of Customer and any of its Users or customers.

5. CUSTOMER'S RESPONSIBILITIES & RESTRICTIONS.

- 5.1. Acceptable Use. Customer (and each User) shall comply with the AUP. Customer shall not: (a) use the System for service bureau or time-sharing purposes or in any other way allow third parties to exploit the System; (b) provide System passwords or other log-in information to any third party; (c) share non-public System features or content with any third party; or (d) access the System in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the System, or to copy any ideas, features, functions or graphics of the System. Additionally, Customer shall not reverse engineer, data scrape or otherwise attempt to copy the System. In the event that Vendor suspects any breach of the requirements of this Section 5.1, including without limitation by Users, Vendor may suspend Customer's access to the System without prior notice, in addition to such other remedies as Vendor may have. Neither this Agreement nor the AUP requires that Vendor take any action against Customer or any User or other third party for violating the AUP, this Section 5.1, or this Agreement, but Vendor is free to take any such action it sees fit.
- 5.2. <u>Unauthorized Access</u>. Customer shall take reasonable steps to prevent unauthorized access to the System, including without limitation by protecting its passwords and other log-in information. Customer shall notify Vendor immediately of any known or suspected unauthorized use of the System, breach of its security or passwords and shall use best efforts to stop said breach.
- 5.3. <u>Compliance with Laws</u>. In its use of the System, Customer shall comply with all applicable laws, including without limitation laws governing the protection of personally identifiable information and other laws applicable to the protection of Customer Data.
- 5.4. <u>Users & System Access</u>. Customer is responsible and liable for: (a) Users' use of the System, including without limitation unauthorized User conduct and any User conduct that would violate the AUP or the requirements of this Agreement applicable to Customer; and (b) any authorized use of the System through Customer's account, or any unauthorized use of the System through Customer's negligence.

6. IPR & FEEDBACK.



- 6.1. <u>IPR with respect to the System</u>. Vendor owns and retains all right, title, and interest in and to the System and all IPR with respect thereto including without limitation all software used to provide the System and all graphics, user interfaces, logos, and trademarks reproduced through the System. This Agreement does not grant Customer any IPR license or rights in or to the System or any of its components. Customer recognizes that the System and its components (including without limitation, look and feel) are protected by copyright and other laws. EDOiQ is trademark of Vendor.
- 6.2. <u>Feedback</u>. Customer may elect to provide Feedback (as defined below) to Vendor with respect to the System. Feedback is not considered Confidential Information of Customer or Users and Vendor is free to use, commercialize, disclose, publish, keep secret, or otherwise exploit Feedback in Vendor's discretion, without compensating or crediting Customer or the User in question. ("<u>Feedback</u>" refers to any suggestion or idea for improving or otherwise modifying any of Vendor's products or services.)
- 7. CONFIDENTIAL INFORMATION. "Confidential Information" refers to the following items Vendor discloses to Customer: (a) any document Vendor marks "Confidential"; (b) any information Vendor orally designates as "Confidential" at the time of disclosure in person, provided Vendor confirms such designation in writing within 10 business days; (c) the Documentation whether or not marked or designated confidential; and (d) any other nonpublic, sensitive information Customer should reasonably consider a Trade Secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) Customer can demonstrate was in its possession at the time of disclosure; (ii) is independently developed by Customer without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Customer's improper action or inaction; or (iv) is approved for release in writing by Vendor. Customer acknowledges that the Vendor Confidential Information may include Vendor's valuable Trade Secrets.
- 7.1. Nondisclosure. Customer shall not use Confidential Information for any purpose other than internal meetings and communications (the "Purpose"). Additionally, except as otherwise provided herein, Customer: (a) shall not disclose Confidential Information to any contractor of Customer unless such person needs access in order to facilitate the Purpose and first executes a nondisclosure agreement with Customer with terms no less restrictive than those of this Article 7 with Vendor as a third party beneficiary thereof; and (b) shall not disclose Confidential Information to any other third party without Vendor's prior written consent. Without limiting the generality of the foregoing, Customer shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Customer shall promptly notify Vendor of any misuse or misappropriation of Confidential Information that comes to Customer's attention. Notwithstanding the foregoing, Customer may disclose Confidential Information as required by applicable law, specifically including the Texas Public Information Act, or by proper legal or governmental authority. Customer shall give Vendor prompt notice of any such legal or governmental demand and reasonably cooperate with Vendor in any effort to seek a protective order or otherwise to contest such required disclosure, at Vendor's expense.
- 7.2. <u>Injunction</u>. Customer agrees that breach of this Article 7 would cause Vendor irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, Vendor will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.



- 7.3. <u>Termination & Return</u>. With respect to each item of Confidential Information, the obligations of Section 7.1 above (*Nondisclosure*) will not terminate; additionally, such obligations related to Confidential Information constituting Vendor's trade secrets will continue so long as such information remains subject to trade secret protection pursuant to applicable law. Subject to applicable document retention law and/or policy, upon termination of this Agreement, Customer shall return all copies of Vendor Confidential Information (including Documentation) to Vendor or certify, in writing, the destruction thereof.
- 7.4. <u>Retention of Rights</u>. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. Vendor retains all right, title, and interest in and to all Confidential Information.
- 7.5. Exception & Immunity. Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b), Customer is on notice and acknowledges that, notwithstanding the foregoing or any other provision of this Agreement:
- (a) *Immunity*. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that- (A) is made- (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.
- (b) Use of Trade Secret Information in Anti-Retaliation Lawsuit. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual- (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

8. REPRESENTATIONS & WARRANTIES.

- 8.1. From Vendor. Vendor represents and warrants that it is the owner of the System and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the rights granted in this Agreement without the further consent of any third party. Vendor's representations and warranties in the preceding sentence do not apply to use of the System in combination with hardware or software not provided by Vendor. In the event of a breach of the warranty in this Section 8.1, Vendor, at its own expense, shall promptly take one of the following actions: (a) secure for Customer the right to continue using the System; (b) replace or modify the System to make it non-infringing; or (c) terminate the infringing features of the Service and refund to Customer any prepaid fees for such features, in proportion to the portion of the Term left after such termination. The option selected shall be in the discretion of Vendor. In conjunction with Customer's right to terminate for breach where applicable, the preceding sentence states Vendor's sole obligation and liability, and Customer's sole remedy, for breach of the warranty in this Section 8.1 and for potential or actual intellectual property infringement by the System.
- 8.2. <u>From Customer</u>. Customer represents and warrants that: (a) it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement; (b) it has accurately identified itself and it has not provided any inaccurate information about itself to or through the System; (c) it is a corporation, the sole proprietorship of an individual 18 years or older, or another entity authorized to do business pursuant to applicable law and (d) it shall not directly or indirectly upload to the System any computer virus or malicious code.



- 8.3. Warranty Disclaimers. Except to the extent set forth in the SLA and in Section 8.1 above, CUSTOMER ACCEPTS THE SYSTEM "AS IS" AND AS AVAILABLE, WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) VENDOR HAS NO OBLIGATION TO INDEMNIFY OR DEFEND CUSTOMER OR USERS AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY; (b) VENDOR DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (c) VENDOR DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE.
- 9. INDEMNIFICATION. To the extent permitted by applicable law, Customer shall defend, indemnify, and hold harmless Vendor and the Vendor Associates (as defined below) against any "Indemnified Claim," meaning any third party claim, suit, or proceeding arising out of or related to Customer's alleged or actual use of, misuse of, or failure to use the System, including without limitation: (a) claims by Users or by Customer's employees, as well as by Customer's own customers; (b) claims related to unauthorized disclosure or exposure of personally identifiable information or other private information, including Customer Data; (c) claims related to infringement or violation of a copyright, trademark, trade secret, or privacy or confidentiality right by written material, images, logos or other content uploaded to the System through Customer's account, including without limitation by Customer Data; and (d) claims that use of the System through Customer's account harasses, defames, or defrauds a third party or violates the CAN-Spam Act of 2003 or any other law or restriction on electronic advertising. (The "Vendor Associates" are Vendor's officers, directors, shareholders, parents, subsidiaries, agents, successors, and assigns.)

10. LIMITATION OF LIABILITY.

- 10.1. <u>Exclusion of Consequential Damages</u>. IN NO EVENT WILL VENDOR BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.
- 10.2. <u>Clarifications & Disclaimers</u>. THE LIABILITIES LIMITED BY THIS ARTICLE 10 APPLY: (a) TO LIABILITY FOR NEGLIGENCE; (b) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (c) EVEN IF VENDOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (d) EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of the provisions of this Article 10, Vendor's liability will be limited to the maximum extent permissible. For the avoidance of doubt, Vendor's liability limits and other rights set forth in this Article 10 apply likewise to Vendor's affiliates, licensors, suppliers, advertisers, agents, sponsors, directors, officers, employees, consultants, and other representatives.

11. Term & Termination.

11.1. <u>Term</u>. The term of this Agreement (the "<u>Term</u>") will commence on the Effective Date and continue for the period set forth in the agreement or, if none, for <u>3 Years</u>. Thereafter, the Term will renew for successive <u>1</u>



<u>year</u> periods, unless either party elects not to renew by written notice 30 or more days before the renewal date.

- 11.2. <u>Termination for Cause</u>. Either party may terminate this Agreement for the other's material breach by written notice specifying in detail the nature of the breach, effective in 30 days unless the other party first cures such breach, or effective immediately if the breach is not subject to cure.
- 11.3. <u>Effects of Termination</u>. Upon termination of this Agreement, Customer shall cease all use of the System and delete, destroy, or return all copies of the Documentation in its possession or control. The following provisions will survive termination or expiration of this Agreement: (a) any obligation of Customer to pay fees incurred before termination; (b) Articles and Sections 6 (*IP & Feedback*), 7 (*Confidential Information*), 8.3 (*Warranty Disclaimers*), 9 (*Indemnification*), and 10 (*Limitation of Liability*); and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

12. MISCELLANEOUS.

- 12.1. <u>Independent Contractors</u>. The parties are independent contractors and shall so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf.
- 12.2. <u>Notices</u>. Vendor may send notices pursuant to this Agreement to Customer's email contact points provided by Customer, and such notices will be deemed received 72 hours after they are sent. Customer may send notices pursuant to this Agreement to support@edo-iq.com and such notices will be deemed received 72 hours after they are sent.
- 12.3. <u>Force Majeure</u>. No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control.
- 12.4. <u>Assignment & Successors</u>. Customer may not assign this Agreement or any of its rights or obligations hereunder without Vendor's express written consent. A Change of Control of Customer (defined as a change whereby more than 50% of the beneficial ownership of Customer is changed in a twelve month period) shall be considered an assignment by Customer. Except to the extent prohibited in this Section 12.4, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.
- 12.5. <u>Severability</u>. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 12.6. <u>No Waiver</u>. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.
- 12.7. <u>Choice of Law & Jurisdiction</u>: This Agreement and all claims arising out of or related to this Agreement will be governed solely by the internal laws of the State of <u>Texas</u>, including without limitation applicable federal law, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1980 United Nations



Convention on Contracts for the International Sale of Goods; or (c) other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of <u>Collin County</u>, <u>Texas</u>. This Section 12.7 governs all claims arising out of or related to this Agreement, including without limitation tort claims.

- 12.8. <u>Conflicts</u>. In the event of any conflict between this Agreement and any Vendor policy posted online, including without limitation the AUP or Privacy Policy, the terms of this Agreement will govern.
- 12.9. <u>Construction</u>. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.
- 12.10. <u>Technology Export</u>. Customer shall not: (a) permit any third party to access or use the System in violation of any U.S. law or regulation; or (b) export any software provided by Vendor or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer shall not permit any third party to access or use the System in, or export such software to, a country subject to a United States embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria).
- 12.11. <u>Entire Agreement</u>. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.
- 12.12. <u>Amendment</u>. Vendor may amend this Agreement from time to time by sending Customer written notice thereof. Such amendment will be deemed accepted and become effective <u>30 days</u> after such notice (the "<u>Proposed Amendment Date</u>") unless Customer first gives Vendor written notice of rejection of the amendment. In the event of such rejection, this Agreement will continue under its original provisions, and the amendment will become effective at the start of Customer's next Term following the Proposed Amendment Date (unless Customer first terminates this Agreement pursuant to Article 11, *Term & Termination*). Customer's continued use of the Service following the effective date of an amendment will confirm Customer's consent thereto. This Agreement may not be amended in any other way except through a written agreement by authorized representatives of each party. Notwithstanding the foregoing provisions of this Section 12.12, Vendor may revise the Privacy Policy and Acceptable Use Policy at any time by posting a new version of either at the Website, and such new version will become effective on the date it is posted.



IN WITNESS THEREOF, the parties have executed this Agreement as of the Effective Date.

| CUSTOMER | VENDOR |
|---|--------------------------------|
| Little Elm Economic Development Corporation | EDOiQ / Third Corner Inc. |
| Signature: | Signature: |
| Jeunette Espinosa | Josh Blachly |
| Name: Jepinosa | Name: Josh Blachly |
| Title: Executive Director | Title: Chief Financial Officer |
| Date: | Date: |
| 2021-08-19 | 2021-08-18 |



Exhibit A

Fees

| EDOiQ Economic Development Software Subscription Fees |
|---|
| Implementation fee: |
| 0 |
| Payment Amount: |
| \$ 6,000.00 USD |
| Payment Terms |
| Annual |



| Availability (excluding scheduled maintenance) | 99% per month | |
|---|--------------------------------------|----------------------|
| Response Time Service Levels to Support Requests | | |
| Severity Type | Hours | Response Time Target |
| Severity 1 – Critical A reproducible Error is rendering the Company Service or any material functions thereof unavailable. | 365 X 24 X 7 | 60 Minutes |
| Severity 2 – Urgent An Error is causing a material, negative effect on the Company Service or any material functions thereof unavailable. | 365 X 24 X 7 | 90 Minutes |
| Severity 3 – Standard There is a reported problem with the Company Service for a limited population of end users. | 9 a.m. – 6 p.m. each business day | 4 Hours |
| Other | 9 a.m. – 6 p.m. each business day | N/A |

Status updates will be provided in accordance with the following until the issue is resolved:

| | CRITICAL | URGENT | Standard | LOW |
|---------------|---|--|--|---|
| | Severity One | Severity Two | Severity Three | Severity Four |
| Status update | Every 60 minutes until problem is resolved or severity level is changed | Every 2 hours until the problem is resolved or severity level is changed | Every 8 hours until the problem is resolved or severity level is changed | Every 48 hours until the problem is resolved or severity level is changed |

Signature Certificate

Document Ref.: WJDPT-U9B3O-EB5XT-GMYDD

Document signed by:



Josh Blachly

Verified E-mail: billing@edo-iq.com

P: 72.180.117.170

Date: 18 Aug 2021 20:24:38 UTC





Jennette Espinosa

Verified E-mail: jk@littleelm.org

: 65.36.15.249

Date: 19 Aug 2021 23:39:41 UTC



Document completed by all parties on:

19 Aug 2021 23:39:41 UTC

Page 1 of 1



Signed with PandaDoc.com

PandaDoc is a document workflow and certified eSignature solution trusted by 25,000+ companies worldwide.



Third Corner | EDOiQ | Origo

2500 Dallas Parkway Suite 520 Plano, TX 75093 +1 2147365400 jblachly@thirdcorner.com



INVOICE

BILL TO

Little Elm Economic
Development Corporation
100 W. ELDORADO
PARKWAY
Little Elm, TX 75068

DATE 08/01/2022
DUE DATE 08/31/2022
TERMS Net 30

| D | ATE | ACTIVITY | QTY | RATE | AMOUNT |
|---|-----|---|-------------|----------|-----------|
| | | EDOIQ License and Support Annual License - September through August | 1 | 6,000.00 | 6,000.00T |
| | | | SUBTOTAL | | 6,000.00 |
| | | | TAX | | 0.00 |
| | | | TOTAL | | 6,000.00 |
| | | | BALANCE DUE | USD | 6,000.00 |



* TOLE is reimburging 50%.



EDOiQ Data Processing Addendum

This Data Processing Addendum (this "Addendum") is incorporated by reference into the EDOiQ Terms of Service (the "Agreement"), a binding legal contract between Third Corner, Inc. ("Vendor") and Little Elm Economic Development Corporation("Customer") In the event of any inconsistency between this Addendum and the Agreement, the Agreement shall control.

1. Terms

- **1.1 Services**. Vendor shall provide services to the Customer including: Data entry and property research for the management of economic development projects. Vendor and the Customer may agree, orally or in writing, on additional services or development tasks that are to be performed under this Agreement.
- **1.2 Time and Manner of Performance.** Vendor shall devote such time as is required to providing services under this Agreement. Vendor shall be available for telephone and personal consultation and assistance on a reasonable basis consistent with the needs of the Customer and the necessary performance of the services described in section 1.1 above. All services hereunder shall be performed in accordance with good professional practice.
- **1.3 Fee and Term.** As full and complete compensation for Vendor's services and all rights granted or assigned to Vendor under this Agreement, Vendor shall be compensated at the rate:

 \$ 400 per month, paid monthly on the 1st, or 4800.00 annually.
- **1.4 Termination.** This Agreement may be terminated by either party without cause by giving the other party thirty (30) days written notice of termination. Such notice shall be given to the Vendor at its principal office or via email, addressed to Accounts Payable at 2500 Dallas Parkway, Suite 520, Plano, Texas 75093 or jblachy@thirdcorner.com.

The provisions of the EDOiQ Terms of Service agreement shall survive termination of this addendum.



 $\hbox{IN WITNESS THEREOF, the parties have executed this Addendum as of the Effective Date.}\\$

| CUSTOMER | VENDOR |
|---|--------------------------------|
| Little Elm Economic Development Corporation | EDOiQ / Third Corner Inc. |
| Signature: | Signature: |
| JeuueHe Espiuosa | Josh Blachly |
| Name: Jennette Espinosa | Name: Josh Blachly |
| Title: Executive Director | Title: Chief Financial Officer |
| Date: | Date: |
| 2022-08-15 | 2022-08-12 |

Signature Certificate

Reference number: QSTBG-SASAW-EOVYP-XATG3

Signer Timestamp Signature

Josh Blachly

Email: billing@edo-iq.com

 Sent:
 12 Aug 2022 20:56:47 UTC

 Viewed:
 12 Aug 2022 21:06:42 UTC

 Signed:
 12 Aug 2022 21:06:59 UTC

Recipient Verification:

✓ Email verified 12 Aug 2022 21:06:42 UTC

Josh Blackly

IP address: 47.187.161.5 Location: Plano, United States

Jennette Espinosa

Email: jk@littleelm.org Shared via link

 Sent:
 12 Aug 2022 20:56:47 UTC

 Viewed:
 12 Aug 2022 21:04:58 UTC

 Signed:
 15 Aug 2022 18:40:29 UTC

Jeunette Espinosa

IP address: 142.202.75.10 Location: Little Elm, United States

Document completed by all parties on:

15 Aug 2022 18:40:29 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide.



Third Corner | EDOiQ | Origo

2500 Dallas Parkway Suite 520 Plano, TX 75093 +1 2147365400 jblachly@thirdcorner.com



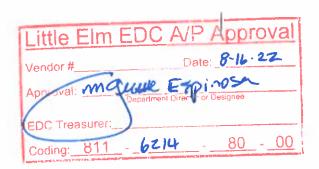
INVOICE

BILL TO

Little Elm Economic
Development Corporation
100 W. ELDORADO
PARKWAY
Little Elm, TX 75068

| DATE | ACTIVITY | QTY | RATE | AMOUNT |
|------|--|----------|----------|-----------|
| | EDOiQ Implementation & Services Annual Project Entry Services - September through August | 1 | 4,800.00 | 4,800.00T |
| | | SUBTOTAL | | 4,800.00 |
| | | TAX | | 0.00 |

TAX 0.00
TOTAL 4,800.00
BALANCE DUE USD 4,800.00



* TOLE is reimbursing 50%.



Date: 09/27/2022

Agenda Item #: 6. E.

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 Award Bid 2022-22 for an Annual Requirements Agreement for Janitorial Supplies to Complete Supply, Inc., for an estimated annual expenditure of \$50,000.

DESCRIPTION:

Janitorial supplies are needed throughout the year for various Town facilities including public facilities which serve Town staff, citizens, and visitors.

The contract supplier will supply and deliver supplies on an as needed basis. These supplies will be stored in Town facilities for immediate access by the janitorial contractors, as well as Town employees.

This solicitation was advertised in the local paper and posted on the Town's eProcurement system. One hundred eight (108) suppliers were notified, with eight (8) responding. The overall lowest, most responsive bidder is Complete Supply, Inc., of Farmers Branch, Texas.

BUDGET IMPACT:

Funding has been identified in the General Fund-Facility Maintenance budget. Expenditures will not exceed funds appropriated. Funds will be committed at the issuance of a purchase order.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Tabulation

| | | | | | ty Product DBA and Service | Unip | ak Corp. | | Packaging oration | Hand | Safety, LLC | Infinit | ty Suppl | ly & Service, Inc | ď | omple | te Supply | Healthy S | chool : | Supply, LLC | | ssentials (CMBC tments LLC) |
|---------|---|-----|--------|------------------|-------------------------------|---------|----------|---------|-------------------|-----------------------|--------------|---------|----------|---|------|----------------|---|--------------------|------------------|----------------------|----------|-----------------------------|
| | | QTY | UOM | Unit | Extended | Unit | Extended | Unit | Extended | Unit | Extended | U | nit | Extended | Un | it | Extended | Unit | | Extended | Unit | Extended |
| 1 | PURELL Healthcare Advanced Foaming Hand Sanitizer Refill for ES8 Dispenser, 1200 mL. (2/carton) | 36 | carton | No Bid | | No Bid | | No Bid | | \$ 143.00 |) \$ 5.148.0 | 0 \$ | 83.28 | \$ 2,998.08 | \$ | 33.23 | \$ 2,996.28 | \$ 120.7 | 7 \$ | 4,347.72 | \$ 85.99 | 9 \$ 3.095.64 |
| 2 | Refresh Foaming Hand Soap, Citrus Scent, 1 L Refill (6/carton) | 24 | | | | No Bid | | No Bid | | \$ 110.00 | \$ 2.640.0 | | | , ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | | | | | | | | |
| 3 | | 24 | carton | No Bid No Bid | | No Bid | | No Bid | | \$ 110.00 \$ 32.00 | | | | | | 59.26 45.50 | \$ 1,422.24 \$ 1.092.00 | \$ 83.7 \$ 85.6 | | 2,010.96 2.056.32 | \$ 72.9 | 9 \$ 1,751.76 |
| | Antibacterial Hand Soap - 1 Gallon Antibacterial Liquid Soap, Clean Scent, 1 gal | 24 | gallon | NO BIG | | INO BIO | | INO BIO | | \$ 32.00 | 5 768.0 | U | | | \$ · | 15.50 | \$ 1,092.00 | \$ 85.6 | 18 \$ | 2,056.32 | | + |
| | Bottle, 4/Carton | 24 | gallon | | | | | | | | | | | | | | | | | | \$ 9.99 | 9 \$ 239.76 |
| 3 ALT2 | Dial Antibacterial Hand Soap | 24 | gallon | | | | | | | | | \$ | 19.58 | \$ 469.92 | | | | | | | | |
| 4 | 10 Inch Roll Towels, 1- Ply, 10" x 800 ft, White (6 rolls/carton) | 60 | carton | No Bid | | No Bid | | No Bid | | No Bid | | Ś | 48.99 | \$ 2,939.40 | 4 | 29.00 | \$ 1,740.00 | \$ 73.1 | .7 \$ | 4,390.20 | \$ 49.9 | 9 \$ 2,999.40 |
| 4 ALT1 | Hardwound Roll Towels, 8" x 800 ft, White, | | | NO BIG | | IVO DIG | | NO DIG | | 140 Bid | | | 40.55 | Ç 2,555.40 | , | 23.00 | ÿ 1,740.00 | ŷ /3.1 | , , | 4,330.20 | | |
| | 6 Rolls/Carton | 60 | carton | | | | | | | | | | | | | | | | | | \$ 35.99 | |
| 5 | Paper Towels, 1-Ply, 8.25"x700 ft, 900 Sheets/Roll (6 rolls/carton) | 60 | carton | No Bid | | No Bid | | No Bid | | No Bid | | \$ | 82.25 | \$ 4,935.00 | \$ | 55.65 | \$ 3,939.00 | | | | \$ 86.9 | \$ 5,215.80 |
| 6 | Multifold Paper Towels, 1- Ply, 9 x 9.45, Natural, 250/ Pack (16 packs/carton) | 12 | carton | No Bid | | No Bid | | No Bid | | No Bid | | | | | ¢ | 19.25 | \$ 231.00 | ¢ 47.7 | '6 \$ | 573.12 | \$ 27.9 | 9 \$ 335.88 |
| 6 ALT1 | Multi-fold kraft. 4000/case | 12 | carton | INO BIU | | NO BIU | | INO BIU | | INO BIU | | Ś | 25.25 | \$ 303.00 | Ģ. | 19.25 | \$ 251.00 | ş 47.7 | 0 Ş | 3/3.12 | Ş 27.9: | \$ 333.00 |
| UALII | Kraft C-Fold Towels, 10x13" (2400 | 12 | Carton | | | | | | | | | 7 | 23.23 | 3 303.00 | | | | | | | | + |
| 7 | | 84 | case | No Bid | | No Bid | | No Bid | | No Bid | | No Bio | d | | \$ | 23.00 | \$ 1,932.00 | No Bid | | | | |
| | Boardwalk Green C-Fold Towels, 10.13 x | | | | | | | | | | | | | | | | | | | | | |
| 7 ALT1 | 12.75, Natural White, 150/Pack, 16 | | | | | | | | | | | | | | | | | | | | | |
| | Packs/Carton | 84 | case | | | | | | | | | | | | | | | | | | \$ 30.99 | 9 \$ 2,603.16 |
| 8 | Scott Essential 2-Ply Standard Toilet Paper, White, 506 Sheets/Roll (80 rolls/carton) | 168 | carton | No Bid | | No Bid | | No Bid | | No Bid | | Ś | 46.58 | \$ 7,825.44 | \$. | 19.50 | \$ 8,316.00 | \$ 76.2 | n \$ | 12,808.32 | \$ 63.2 | 1 \$ 10,619.28 |
| | vviite, 500 Sheets/Holl (Bo Folls/Carton) | 100 | carton | IVO BIG | | NO DIG | | NO DIG | | NO DIG | + | , | 40.50 | 7 7,023.44 | Ÿ | 75.50 | ÿ 0,510.00 | y 70.2 | . , , | 12,000.52 | y 03.2. | 7 10,015.20 |
| 8 ALT1 | Two-Ply Toilet Tissue, Standard, Septic Safe, White, 4 x 3, 500 Sheets/Roll, 96/Carton | 168 | carton | | | | | | | | | | | | | | | | | | \$ 47.99 |) |
| 9 | Jumbo Bath Tissue - 1-ply, 3.7"x2000' | | | | | | | | | | | | | | | | | | | | | |
| | (12/case) | 60 | case | No Bid | | No Bid | | No Bid | | No Bid | | No Bio | b | | \$ | 29.90 | \$ 1,794.00 | \$ 70.9 | 9 \$ | 4,259.40 | | 4 |
| 9 ALT1 | JRT Jr. Bath Tissue, Jumbo, Septic Safe, 1- Ply, White, 3.3" x 2,000 ft, 12/Carton | 60 | case | | | | | | | | | | | | | | | | | | \$ 45.99 | 9 \$ 2,759.40 |
| 10 | Premium Half- Fold Toilet Seat Covers, 14.25 x 16.5, White, 250 Covers/ Sleeve (20 | | | | | | | | | | | | | | | | | | | | | |
| | sleeves/carton) | 12 | carton | No Bid | | No Bid | | No Bid | | No Bid | | | | | \$ | 13.01 | \$ 156.12 | \$ 94.1 | 3 \$ | 1,129.56 | \$ 47.25 | \$ 567.48 |
| 10 ALT1 | 1/2 fold toilet seat cover 5000/case | 12 | carton | | | | | | | | | \$ | 45.75 | \$ 549.00 | | | | | | | | I |
| 14 | 36' Grabber Tool, silicone rotational jaw | 120 | each | No Bid | | No Bid | | | | No Bid | | No Bio | d | | Ś. | 10.04 | \$ 4,804.80 | No Bid | | | | |
| 14 ALT1 | Nifty Nabber Extension Arm with Claw, 36", Black/Green | 120 | each | | | | | | | | | | | | T | | , ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | | | | \$ 40.4 | 9 \$ 4,858.80 |
| 15 | Fresh Products Wave 3D Urinal Screens, Cucumber Melon (10/box) | 36 | box | No Bid | | No Bid | | No Bid | | No Bid | | Ś | 26.51 | \$ 954.36 | ς . | 20.25 | \$ 729.00 | \$ 37.3 | 7 \$ | 1,345.32 | \$ 26.4 | 5 \$ 952.20 |
| 16 | Percent discount off of list pricing for | 1 | -3/ | 38.0% | | No Bid | | No Bid | | No Bid | | Ť | 20.0% | ÷ 33 k30 | | 25.0% | , ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | ÷ 57.5 | | 1,0 10.02 | 45.0 | |
| | catalog items Total for Items offered: | 1 | | 38.0% | \$0.00 | INO BIO | \$0.00 | | \$0.00 | | \$8,556.0 | 10 | 20.0% | \$20,974.20 | | 25.0% | \$29,152.44 | | | \$32,920.92 | 45.0 | \$35,998.5 |
| | Trach liners (Items 11-13) were omitted as none | 1 | | | 30.00 | | \$0.00 | 1 | ş0.00 | 1 | 20,256. | , o | | 320,374.20 | | | 323,132.4 4 | | | 32,32U.9Z | | 227,298.5 |

Endnotes - Trash liners (Items 11-13) were omitted, as none

offerred met specifications.

- Unipak Corp. only offered alternate trash bags.

- Interboro Packaging only offered alternate trash bags.

⁻ Acity Specialty Products only offered a catalog discount



Date: 09/27/2022

Agenda Item #: 6. F.

Department: Development Services

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

community

Staff Contact: Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider action to Approve a **Design Contract Amendment with Pacheco-Koch Consulting Engineers, Inc. for the Hill Lane Improvement Project.**

DESCRIPTION:

On December 21, 2021, Town Council awarded a professional services agreement to Pacheco-Koch Consulting Engineers, Inc. (now Westwood) for engineering design services related to the expansion of Hill Lane, extending from its intersection with FM 720 to Dickson Lane. The total estimated construction cost is approximately \$7.1M. This proposed contract amendment would add landscaping design services, as well as traffic engineering services related to intersection improvements at Hill Lane and FM 720.

The general scope of work will include field surveying, soil investigations, as well as the preparation of design drawings, specifications, and contract documents required to complete the project. This amendment will add traffic engineering services for the intersection improvements on FM 720, as well as landscape architecture services for the project. The consultant will also provide as-needed bidding and construction administration services.

BUDGET IMPACT:

Funding for the project is identified in the Roadway Impact Fee Fund, as well as the FY 2021-2022 Capital Improvement Program. The original amount funding amount was \$615,000, and approving this proposed amendment would add \$60,000 to that original amount.

| \$ | 675,000.00 | Total Project Funding |
|----|------------|------------------------------|
| \$ | 60,000.00 | Proposed Amendment #1 |
| Ş | 615,000.00 | Original Funding Amount |

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Proposed Contract Amendment

EXHIBIT B - WORK ORDER

| MAPS# | 2016-1066 | MAPS DATE: | 01/20/2017 |
|-------|-----------|------------|------------|
| | | | |

CONSULTANT NAME

Pacheco Koch Consulting Engineers, LLC

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 #: | 6 |
|-----------------------|--|
| Consultant Project #: | 006 |
| Project Name: | Hill Lane Landscape: and Traffic Signal Improvements at FM 720 |

INVOICE SUBMITTAL

| | Monthly-Thro | ough the end of each month, billed by the 10th of the |
|-------------------------------|---|---|
| Billing Period: | following month. | |
| | 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 | |
| Invoice Mailing Instructions: | 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 not attached.
- 4. Date and Time to Commence: Upon Receipt of Purchase Order and Sign Work Order.
- 5. **Other:**

CONSULTANT PROVIDED INFORMATION:

- 1. Scope of Work: See Exhibit C
- 2. Time Line: See Exhibit C
- 3. Compensation: See Exhibit D

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 | CONSULTANT |
|-------------------------------|---|
| | |
| Matthew Mueller, Town Manager | Signature |
| | Brian D. O'Neill, PE, CFM, Director Public Infrastructure |
| | Printed Name & Title |
| | |
| Date | Date |

EXHIBIT C

SPECIAL ENGINEERING SERVICES FOR HILL LANE LANDSCAPE; AND TRAFFIC SIGNAL IMPROVEMENTS AT FM 720

The project will include the design of:

- Landscaped medians from Dickson Lane to FM 720.
- A traffic signal modification at the intersection at Hill Lane and FM 720.

The scope of work for Special Engineering Services involves Preliminary and Final Design, Project Plans, Specifications and Estimates on Roadways. Plan sheets will be added to the Hill Lane Paving Improvements project.

I. LANDSCAPE ARCHITECTURE SERVICES

A. Landscape Planting Plans

The CONSULTANT will provide Landscape Planting Plans that consists of selection and location of ornamental plantings, street trees, turf, mulches and associated items for the roadway medians and right-of-way along Hill Lane. This includes surface filtering through enhanced swale design and grass filter strips. Included in this item:

- Coordination of City review and approval of plans prepared as part of this item at the Schematic Design, Design Development and Construction Documents submittals.
- 2. Schematic Design (30% Plans): One (1) schematic plan submittal for client review and coordination. One (1) image board depicting proposed plant materials and ornamental mulches/groundcovers and the location of surface filtration methods.
- 3. Design Development (60% Plans): plans to include, planting plan sheets (at 20 or 30 scale) depicting locations of plants with associated notes, quantities and schedules. One (1) Planting Details Plan depicting soil preparation and amenities prepared as a part of this item.
- 4. Construction Documents (90% and Final Plans): plans to include, planting and details plans to a level sufficient to demonstrate design intent and allow the construction thereof, including materials and quantity schedules. Technical specifications will be prepared for each critical item in the Landscape Planting Plans.

Not Included in this item:

- Paving, structural planters, walls, furniture, and other inorganic site elements.
- Specialty planting conditions, such as Structural Soils or Silva Cells.
- Underground water storage systems for water reuse/infiltration, including modular underdrains. These services can be provided as an Additional Service.
- Construction Administration

B. Landscape Irrigation Plans

The CONSULTANT will provide Landscape Irrigation Plans that consists of a fully automated irrigation system to service plantings on site as required. Included in this item:

- 1. Coordination of City review and approval of plans prepared as part of this item at the Design Development and Construction Document submittals.
- 2. Design Development (60% Plans): plans to include, irrigation plan sheets (at 20 or 30 scale) depicting locations of all irrigation components, including controllers, main lines, valves, areas to receive spray or drip irrigation and specialty items.
- 3. Construction Documents (90% and Final Plans): plans to include, irrigation plans to a level sufficient to demonstrate design intent and allow the construction thereof, including materials and quantity schedules, pipe sizing, notes and technical installation details. Technical specifications will be prepared for irrigation components.

Not included in this item:

- Pump systems and filters required for use of non-potable water and storm water recapture. These services can be provided as an Additional Service.
- Construction Administration

C. Construction Phase for Landscape Architecture

The CONSULTANT will provide limited Construction Administration services related to the work shown on the Planting and Irrigation plans:

- A representative will process shop drawings and product submittals, respond
 to RFIs, and issue supplemental instructions if required related to the work
 shown on the planting and irrigation plans provided by the CONSULTANT.
 Submittals not required by the contract documents or not related to plans
 developed by the landscape architect will not be reviewed.
- At the request of the Owner, CONSULTANT will visit the site at critical junctures during the course of site construction up to three (3) times. Recommended times for site visits could include

- Testing of the irrigation main line.
- Upon completion of soil preparation and finish grade.
- After plant material has been laid out, but prior to actual planting.
- Substantial Completion Walk-Through.
- Final Completion Walk-Through.

This shall not be construed as performing continuous construction inspection. Please note the following:

D. Project Completion for Landscape Architecture

- Conduct a final inspection of the PROJECT for conformance with the design concept of the PROJECT and compliance with the Contract Documents; and approve in writing final payment to the Contractor.
- 2. Revise contract drawings, with the assistance of the OWNER's Resident PROJECT Representative to reflect available information as to how the work was constructed. The OWNER's Resident PROJECT Representative will provide the CONSULTANT a red-lined set of drawings depicting changes during construction. The CONSULTANT shall revise original design drawings, noting changes during construction, and submit the Record Drawings (pdf and dwg format) to the OWNER

The CONSULTANT shall not at any time supervise or have authority over any Contractor work or jobsite management procedures, nor shall the CONSULTANT have authority over or be responsible for the means and methods, or procedures of construction selected or used by the Contractor.

- The CONSULTANT neither guarantees the performance of the Contractor nor assumes responsibility for the Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- The CONSULTANT shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- The CONSULTANT shall not be responsible for the acts or omissions of the Contractor or for any decision or interpretation of the Contract Documents made by the Contractor.
- While at the Site, The CONSULTANT's employees and representatives shall comply with the specific applicable requirements of the Contractor's and Owner's safety programs of which CONSULTANT has been informed in writing.

II. TRAFFIC SIGNAL MODIFICATION SERVICES

- A. Provide Traffic Signal Modification Services for the intersection of Hill Lane and FM 720 in accordance with requirements of the approving agency. The signal modification will accommodate the additional traffic volumes. The signal modification will be in accordance with the Texas Manual of Uniform Traffic Control Devices (TxMUTCD), Texas Accessibility Standards (TAS) and Public Right Of Way Accessibility Guidelines (PROWAG).
 - The CONSULTANT will conduct a field visit to the intersection once the
 utilities have been identified to photograph critical features and verify all utility
 locations. This site visit will also be coordinated with OWNER and City of
 Frisco to identify potential signal pole locations, cabinet location, and other
 traffic items associated with the modification.
 - 2. The CONSULTANT will coordinate with local electric service provider to obtain relocated transformer location for the proposed signal modification.
 - 3. The CONSULTANT will prepare preliminary signal layout plans for review by the OWNER. These sheets will include existing conditions, existing items to be removed and relocated, proposed traffic signal poles, mast arms, controller cabinet, and ADA ramp layouts. Once this has been approved by the City of Frisco, CONSULTANT will develop 90% signal modification plans.
 - 4. 90% signal modification plans will include detection equipment, conduit runs, wiring, signal head types, pedestrian components, advanced warning signs, striping, and additional tables to construct necessary for a contractor to construct the signal. The 90% plans, construction details and specifications will be provided as a separate package from the French Settlement Road design package.
 - 5. The CONSULTANT will submit 90% plans for review and address all comments. Once reviewed, the CONSULTANT will receive comments from the OWNER and City of Frisco.
 - 6. The CONSULTANT will incorporate review comments and develop 100% design plans containing the following:
 - Existing Conditions Sheet
 - Traffic Signal Layout Sheet
 - · Charts and Details Sheets
 - Signing and Striping Layout Sheet
 - OWNER and/or TxDOT Standard Detail Sheets

7. A final 100% design package will be prepared when all review comments have been addressed. A summary of quantities and engineer's opinion of probable cost will be submitted along with the final design package.

B. CONSTRUCTION PHASE FOR TRAFFIC SIGNAL

- 1. Represent the OWNER in the non-resident administration of the PROJECT. In this capacity, the CONSULTANT shall have the authority to exercise whatever rights the OWNER may have to disapprove work and materials that fail to conform to the Contract Documents when such failures are brought to the CONSULTANT's attention. (This function of CONSULTANT shall not be construed as supervision of the PROJECT and does not include on-site activities other than occasional site visits to observe overall PROJECT conditions or when specifically requested by OWNER to visit on site for a particular matter (limited to 4 trips). It particularly does not involve exhaustive or continuous on-site inspection to check the quality or quantity of the work or material; nor does it place any responsibility on the CONSULTANT for the techniques and sequences of construction or the safety precaution incident thereto, and CONSULTANT will not be responsible or liable in any degree for the Contractor's failure to perform the construction work in accordance with the Contract Documents.)
- 2. Consult and advise the OWNER; issue such instructions to the Contractor as in the judgment of the CONSULTANT are necessary; and prepare routine change orders as required.
- 3. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the Contractor is required to submit, only for conformance with the design concept of the PROJECT and compliance with the information given by the Contract Documents; and assemble written guarantees which are required by the Contract Documents.
- 4. Prepare or review monthly and final estimates for payments to Contractor, and furnish to the OWNER any necessary certifications provided by the Contractor, as to payments to subcontractors and suppliers.
- 5. The CONSULTANT will attend two coordination meetings.

C. PROJECT COMPLETION FOR TRAFFIC SIGNAL

1. Conduct, in company with the Contractor, a final inspection of the PROJECT for conformance with the design concept of the PROJECT and compliance

- with the Contract Documents; and approve in writing final payment to the Contractor.
- 2. Revise contract drawings, with the assistance of the OWNER's Resident PROJECT Representative to reflect available information as to how the work was constructed. The OWNER's Resident PROJECT Representative will provide the CONSULTANT a red-lined set of drawings depicting changes during construction. The CONSULTANT shall revise original design drawings, noting changes during construction, and submit three (3) sets of Record Drawings and a flash drive (pdf and dwg format) to the OWNER.

EXHIBIT D

COMPENSATION FOR SPECIAL ENGINEERING SERVICES FOR HILL LANE LANDSCAPE; AND TRAFFIC SIGNAL IMPROVEMENTS AT FM 720

Consultant proposes to provide the services described above on a Fixed Fee basis for a total fee, inclusive of direct reimbursable costs, as follows:

Special Services

Landscape Architecture Services \$ 38,000.00 Traffic Signal Modification Services \$ 22,000.00

GRAND TOTAL \$ 60,000.00

Please note that the fees above are based on the assumption that Consultant will perform the above services all together for this project. In the event any item is deleted from the scope of work, Consultant reserves the right to adjust the fees for other items as appropriate.



Date: 09/27/2022

Agenda Item #: 6. G.

Department: Development Services

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

community

Staff Contact: Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Approve Resolution 0927202201 regarding a Green Ribbon Program Project Advance Funding Agreement between the Town of Little Elm and the State of Texas regarding Landscaping Improvements along FM 423.

DESCRIPTION:

THIS ITEM IS IDENTICAL TO THE PREVIOUS RESOLUTION APPROVED ON JULY 19, 2022, OTHER THAN A MINOR LANGUAGE REVISION TO THE RESOLUTION ITSELF. AFTER THE ORIGINAL RESOLUTION WAS APPROVED, TXDOT REQUESTED A NEWER VERSION OF THE RESOLUTION BE APPROVED.

The Town of Little Elm was awarded funding through the Texas Department of Transportation (TxDOT) Green Ribbon Program, which provides funding and other assistance to install beautification improvements along state highways.

The overall project limits extend along FM 423, beginning near Sunland Park Drive and ending at the northern Town limits near Logan Springs Drive. Phase 1 included the landscaping improvements within the medians and is nearing completion. Phase 2 of the project includes the installation of landscape plantings, irrigation, and other incidental improvements within the parkways along the roadway.

TxDOT is requesting an Advance Funding Agreement (AFA) with the Town that describes the commitments of TxDOT to reimburse the Town for the costs to install the landscaping improvements. It also includes the obligation of the Town to assume maintenance and operation responsibilities after the contract warranty period. The Town is also responsible for the design, procurement, and contract administration of the project.

BUDGET IMPACT:

There is no immediate budget impact for this item other than allocating funds to cover the construction costs until reimbursement funds are received from TxDOT. However, funding for the continued operation and maintenance of the improvements will be needed in future budgets. The Town is also responsible for cost overruns that exceed the funding amount provided by the State. The proposed agreement is based on a total estimated cost of \$507,241.54, with no participation requirement of the Town. If the total actual cost is anticipated to exceed this amount, approval of Town Council will be requested at that time.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Resolution 0927202201
Draft Advance Funding Agreement
Project Layout

RESOLUTION NO. 0927202201

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, APPROVING AN ADVANCE FUNDING AGREEMENT ("AFA") WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE TXDOT GREEN RIBBON PROGRAM PROJECT LANDSCAPING IMPROVEMENTS OF FM 423 TOWN OF LITTLE ELM BEAUTIFICATION PROJECT WHICH CONSISTS OF THE FARM TO MARKET ROAD 423 BETWEEN SUNLAND PARK DRIVE AND THE NORTHERN TOWN LIMITS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Department of Transportation Green Ribbon Program was established to allocate funds for landscaping activities including planting and establishment of trees and plants on the state highway system; and

WHEREAS, TXDOT requires recipients of Green Ribbon Program funds to enter into an AFA prior to distribution of funds; and

WHEREAS, the Town of Little Elm has been awarded Green Ribbon Program project funds for landscaping improvements on FM 423 from Sunland Park Drive to the northern Town Limits; and

WHEREAS, the Town of Little Elm is authorized to enter into an AFA with TXDOT for the Green Ribbon Program; and

WHEREAS; the Council believes it to be in the best interest of the citizens of Little Elm to approve the AFA with TXDOT for Green Ribbon Project funding for the landscape improvements described above; and

WHEREAS, Title 43, Texas Administrative Code, Chapter 11, Green Ribbon Program, allows local governments, by the execution of written agreements, to provide money, property or services for the aesthetic improvements on the state highway system; and

WHEREAS, Rider 15 of House Bill1 of the 86th Legislature, expands the Green Ribbon Project, a public-private partnership initiative, to enhance the appearance of public highways by incorporating in the design and improvement of public highways the planting of trees and shrubs emphasizing natural beauty and greenspace, integrating public art, and highlighting cultural uniqueness of neighborhoods, to other areas of the state; and

WHEREAS, The Texas Transportation Commission passed Minute Order Number 115814 authorizing the State to undertake and complete a highway improvement or other transportation project generally described as landscaping development. The portion of the project work covered by the Agreement is identified in, Scope of Work; and

WHEREAS, all legal and statutory prerequisites for the adoption of this Resolution have been met, including but not limited to the Open Meetings Act; and

WHEREAS, the Town of Little Elm Council deems the adoption of this Resolution to be in the best interests of the health, safety, and welfare of the public.

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

- <u>Section 1.</u> All matters stated hereinabove are found to be true and correct and are incorporated herein by reference.
- <u>Section 2.</u> The Town Council approves and authorized entering into the Advance Funding Agreement (AFA) with TxDOT.
- <u>Section 3.</u> The Town Manager of the Town Little Elm, Texas is hereby authorized to execute the Advance Funding Agreement, which is attached hereto and incorporated herein, and to exercise the rights and duties of the Town thereunder in order to receive funding through the Green Ribbon Program for landscaping improvements on FM 423 from Sunland Park Drive to the northern Town Limits.
- <u>Section 4.</u> This Resolution shall take effect immediately from and after its passage, as the law and charter in such cases provide.

APPROVED:

ATTEST:

Curtis Cornelious, Mayor

Caitlan Biggs, Town Secretary

PASSED AND APPROVED this the 27th day of September, 2022.

| TxDOT: | | | | Federal Highw | ay Administration: |
|-----------------------|------------------------------------|--------------|----------------|-----------------------------------|-----------------------------------|
| CSJ# 1315-02-016 | | | CFDA No. | 20.205 | |
| District # | District # 18/DAL AFA ID Z00003325 | | CFDA Title | Highway Planning and Construction | |
| Code Chart 64 # 24830 | | | | | |
| Project Nar | me FM 423 \$ | South of Pir | ne Trail Drive | AFA No | t Used For Research & Development |

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT For Green Ribbon Program Project Landscaping Improvements On-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **Town of Little Elm**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Green Ribbon Project was established to allocate funds for landscaping activities including the planting and establishment of trees and plants on the state highway system; and,

WHEREAS, Title 43, Texas Administrative Code, Chapter 11, Green Ribbon Projects, allows local governments, by the execution of written agreements, to provide money, property or services for the aesthetic improvements on the state highway system; and,

WHEREAS, Rider 15 of House Bill 1 of the 86th Legislature, expands the Green Ribbon Project, a public-private partnership initiative, to enhance the appearance of public highways by incorporating in the design and improvement of public highways the planting of trees and shrubs, emphasizing natural beauty and greenspace, integrating public art, and highlighting cultural uniqueness of neighborhoods, to other areas of the state.

| TxDOT: | TxDOT: | | | Federal Highway Administration: | | |
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| CSJ# 1315-02-016 | | | CFDA No. | 20.205 | | |
| District # | District # 18/DAL AFA ID Z00003325 | | CFDA Title | Highway Planning and Construction | | |
| Code Chart 64 # 24830 | | | | | | |
| Project Name FM 423 South of Pine Trail Drive | | | AFA No | t Used For Research & Development | | |

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116073** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **landscaping development**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated {Enter Date of Resolution}, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

| 1 | N/A | Utilities | Article 8 |
|----|------------------|---|------------|
| 2. | N/A | Environmental Assessment and Mitigation | Article 9 |
| 3. | N/A | Architectural and Engineering Services | Article 11 |
| 4. | Local Government | Construction Responsibilities | Article 12 |
| 5. | N/A | Right of Way and Real Property | Article 14 |

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of the construction of landscaping activities to include planting and irrigation along FM 423 South of Pine Trail Drive to North of City limits in the Town of Little Elm, as shown in Attachmment A, Location Map.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government

| TxDOT: | | | | Federal Highway Administration: | | |
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| CSJ# 1315-02-016 | | | | | CFDA No. | 20.205 |
| District # | District # 18/DAL AFA ID Z00003325 | | | | CFDA Title | Highway Planning and Construction |
| Code Chart 64 # 24830 | | | | | | |
| Project Nar | Project Name FM 423 South of Pine Trail Drive | | | | AFA No | t Used For Research & Development |

must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

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| CSJ# 1315-02-016 | | | | CFDA No. | 20.205 |
| District # | District # 18/DAL AFA ID Z00003325 | | | CFDA Title | Highway Planning and Construction |
| Code Chart 64 # 24830 | | | | | |
| Project Name FM 423 South of Pine Trail Drive | | | AFA No | t Used For Research & Development | |

- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

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| Code Chart 64 # 24830 | | | | | |
| Project Name FM 423 South of Pine Trail Drive | | | AFA No | t Used For Research & Development | |

- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

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| District # | District # 18/DAL AFA ID Z00003325 | | | CFDA Title | Highway Planning and Construction | |
| Code Chart 6 | Code Chart 64 # 24830 | | | | | |
| Project Name | Project Name FM 423 South of Pine Trail Drive | | | AFA No | t Used For Research & Development | |

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform

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| Project Name FM 423 South of Pine Trail Drive | | | AFA No | t Used For Research & Development | | |

to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

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| CSJ# 1315-02-016 | | | | CFDA No. | 20.205 | |
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| Code Chart 64 # 24830 | | | | | | |
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13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

| Local Government: | State: | | | |
|-------------------------|-------------------------------------|--|--|--|
| Town of Little Elm | Texas Department of Transportation | | | |
| ATTN: City Manager | ATTN: Director of Contract Services | | | |
| 100 W. Eldorado Pkwy. | 125 E. 11 th Street | | | |
| Little Elm, Texas 75068 | Austin, TX 78701 | | | |

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

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18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and

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for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. <u>Compliance with Regulations:</u> Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. <u>Nondiscrimination:</u> The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. <u>Solicitations for Subcontracts, Including Procurement of Materials and Equipment:</u> In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. <u>Information and Reports:</u> The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. <u>Sanctions for Noncompliance:</u> In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
- cancelling, terminating, or suspending of the Agreement, in whole or in part.
 Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations

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and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (pro-hibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures

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- nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

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F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf. and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.
- B. The Local Government agrees that it shall:
 - 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/
 - Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
 - 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

| TxDOT: | | | | | Federal Highway Administration: | | |
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- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

| Signature | Signature |
|-------------------------------|------------------------|
| Kenneth Stewart | Matt Mueller |
| Typed or Printed Name | Typed or Printed Name |
| Director of Contract Services | City Manager |
| Typed or Printed Title | Typed or Printed Title |
| | |
| Date | Date |

| TXDOT: | | | | Federal Highway Administration: | | |
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ATTACHMENT A LOCATION MAP SHOWING PROJECT



| TxDOT: | | | | Federal Highway Administration: | | |
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| Code Char | Code Chart 64 # 24830 | | | | | |
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ATTACHMENT B PROJECT BUDGET

Construction cost for the Green Ribbon Project will be based on 80% Federal funding and 20% State funding until the Federal and State funding reach the maximum obligated amount. Direct state costs for construction will be based on 100% State funding. The Local Government will then be 100% responsible project cost overruns.

| DESCRIPTION | TOTAL ESTIMATED COST | PA | FEDERAL RTICIPATION | | STATE TICIPATION | LOCAL PARTICIPATION | |
|--------------------------------|----------------------------|-----|------------------------|------|---------------------|------------------------|------|
| | | % | Cost | % | Cost | | Cost |
| Construction (by Local) | \$483,087.18 | 80% | \$386,469.74 | 20% | \$96,617.44 | 0% | \$0 |
| CNST Management (by Local)(5%) | \$24,154.36 | 0% | \$0 | 100% | \$24,154.36 | 0% | \$0 |
| Subtotal | \$507,241.54 | | \$386,469.74 | | \$120,771.80 | | \$0 |
| Direct State Cost – Env | \$6,340.52 | 0% | \$0 | 100% | \$6,340.52 | 0% | \$0 |
| Direct State Cost – Eng. | \$6,340.52 | 0% | \$0 | 100% | \$6,340.52 | 0% | \$0 |
| Direct State Cost – ROW | \$6,340.52 | 0% | \$0 | 100% | \$6,340.52 | 0% | \$0 |
| Direct State Cost – UTL | \$6,340.52 | 0% | \$0 | 100% | \$6,340.52 | 0% | \$0 |
| Direct State Cost – CNST | \$25,362.08 | 0% | \$0 | 100% | \$25,362.08 | 0% | \$0 |
| Subtotal | \$50,724.16 | | \$0 | | \$50,724.16 | | \$0 |
| Indirect State Cost – 4.77% | \$24,195.42 | 0% | \$0 | 100% | \$24,195.42 | | \$0 |
| TOTAL | \$582,161.12 | | \$386,469.74 | | \$195,691.38 | | \$0 |

Initial Payment by the Local Government to the State: \$0.00.

Payment by the Local Government to the State before construction: \$0.00

This is an estimate. The final amount of Local Government participation will be based on actual costs.

Total Estimated Reimbursement by the State to the Local Government: \$507,241.54

Attachment B

- 1. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE TOWN OF LITTLE ELM STANDARDS.
- 2. ALL PLANTS SHALL BE NURSERY GROWN. REFER TO PLANT LIST FOR QUANTITIES AND SPECIFICATIONS.
- 3. ALL TREES SHALL BE APPROVED BY THE OWNER OR OWNER'S REPRESENTATIVE PRIOR TO PLANTING.
- 4. THE SITE SHALL BE FINE GRADED PRIOR TO ANY PLANT INSTALLATION. ANY AREAS DISTURBED BY PLANTING SHALL BE REGRADED AND SMOOTHED PRIOR TO GRASS PLANTING.
- 5. THE CONTRACTOR SHALL FLAG UNDERGROUND UTILITY LOCATIONS AND MAINTAIN THESE LOCATIONS UNTIL ALL TREE LOCATIONS ARE APPROVED, AND PLANT PITS EXCAVATED.
- THE OWNER OR OWNER'S REPRESENTATIVE SHALL APPROVE ALL PLANT LOCATIONS PRIOR TO PLANTING.
- 7. NO TREE SUBSTITUTIONS, SPECIES OR SIZE, WILL BE ACCEPTED WITHOUT THE PRIOR APPROVAL OF THE OWNER OR OWNER'S REPRESENTATIVE.
- 8. ALL TREES SHALL BE PLANTED PER DETS. 1 & 2 ON PLANTING DETAIL SHEET
- 9. CONTRACTOR SHALL ESTABLISH GRASS ON ALL AREAS DISTURBED BY CONSTRUCTION.

CONTRACTOR MUST VERIFY LOCATION OF ALL OVERHEAD AND UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL COORDINATE WITH TOWN OFFICIALS AND UTILITY COMPANIES IN LOCATING UTILITIES. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR LOSSES DUE TO DAMAGE TO UTILITIES. LOCATION FOR ALL UTLILITIES SHOWN ON PLANS ARE APPROXIMATE. CONTRACTOR SHALL CALL DIG TESS, 1-800-DIG-TESS.

LEGEND

(•) EXISTING TREES TO REMAIN

THE LOCATION OF EXISTING TREES SHOWN ARE APPROXIMATE. FIELD ADJUSTMENTS MAY BE REQUIRED IN PLACEMENT OF PROPOSED PLANTING.

| PLANT SCHEDULE INSIDE ROW A | | | | | |
|-----------------------------|-----------|--|--|--|--|
| TREES | QTY | BOTANICAL / COMMON NAME | | | |
| 0 | 1 | CHILOPSIS LINEARIS 'ART'S SEEDLESS' DESERT WILLOW | | | |
| E | 3 | VITEX AGNUS-CASTUS 'SHOAL CREEK' CHASTE TREE | | | |
| SHRUBS | QTY | BOTANICAL / COMMON NAME | | | |
| \odot | 132 | LEUCOPHYLLUM LANGMANIAE 'LYNN'S LEGACY' TEXAS SAGE | | | |
| SHRUB AREAS | QTY | BOTANICAL / COMMON NAME | | | |
| | 541 | MUHLENBERGIA CAPILLARIS 'GULF COAST' GULF COAST MUHLY GRASS | | | |
| GROUND COVERS | QTY | BOTANICAL / COMMON NAME | | | |
| | 12,701 SF | TURF SEED MIX THUNDERTURF | | | |
| * * * * * * | 2,439 SF | WILDFLOWER SEED MIX NATIVE TEXAS MIX | | | |

| PLANT SCHEDULE OUTSIDE ROW A | | | | | | |
|------------------------------|-----------|---|--|--|--|--|
| TREES | QTY | BOTANICAL / COMMON NAME | | | | |
| 0 | 2 | CHILOPSIS LINEARIS 'ART'S SEEDLESS' DESERT WILLOW MUTLI-TRUNK | | | | |
| Erry S | 3 | VITEX AGNUS-CASTUS 'SHOAL CREEK' CHASTE TREE MULTI-TRUNK | | | | |
| SHRUBS | QTY | BOTANICAL / COMMON NAME | | | | |
| \odot | 42 | LEUCOPHYLLUM LANGMANIAE 'LYNN'S LEGACY' TEXAS SAGE | | | | |
| SHRUB AREAS | QTY | BOTANICAL / COMMON NAME | | | | |
| | 349 | MUHLENBERGIA CAPILLARIS 'GULF COAST' GULF COAST MUHLY GRASS | | | | |
| GROUND COVERS | QTY | BOTANICAL / COMMON NAME | | | | |
| | 17,536 SF | TURF SEED MIX THUNDERTURF | | | | |
| · | 468 SF | WILDFLOWER SEED MIX NATIVE TEXAS MIX | | | | |

FEDERAL AID PROJECT NO. SEE TITLE SHEET

DENTON

016

GRAPHICS

ES

SF

CHECK

CW

STATE

TEXAS

CONTROL

1315

DISTRICT

DALLAS

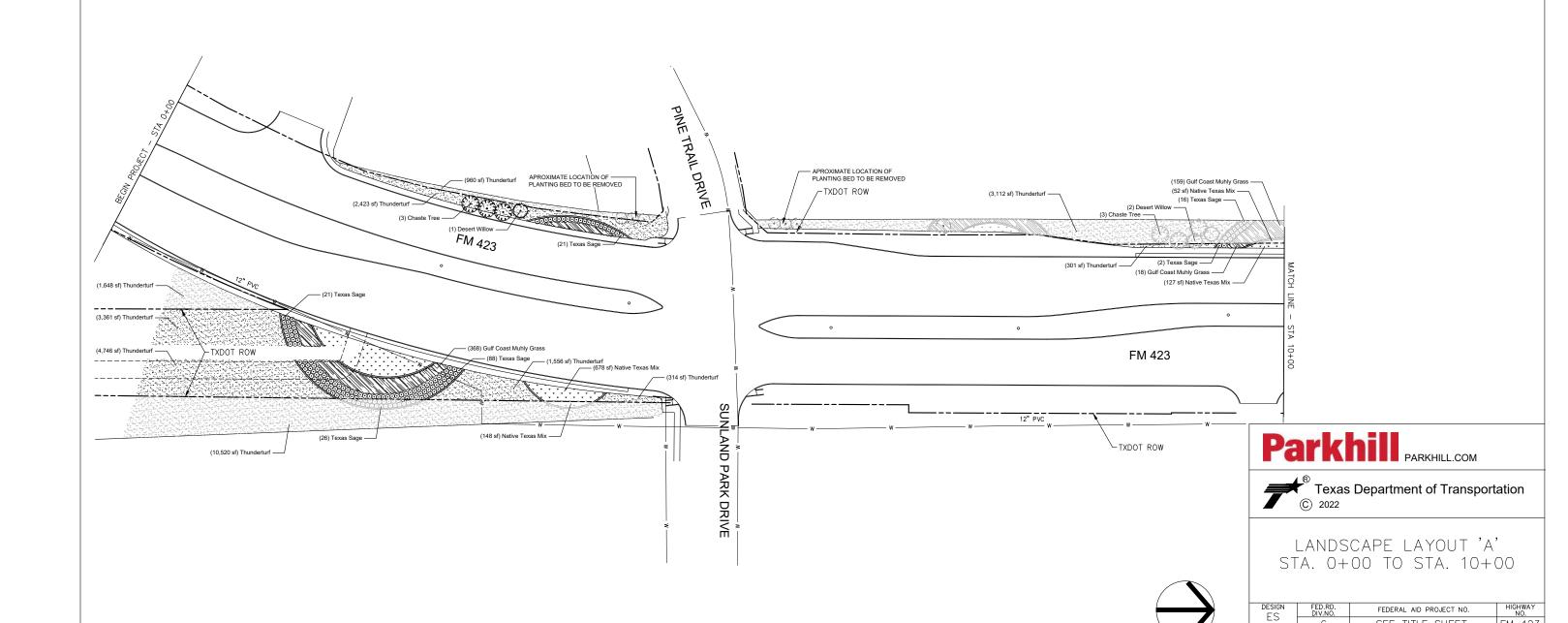
SECTION

02

FM 423

SHEET NO.

39



- 1. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE TOWN OF LITTLE ELM STANDARDS.
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- 4. THE SITE SHALL BE FINE GRADED PRIOR TO ANY PLANT INSTALLATION. ANY AREAS DISTURBED BY PLANTING SHALL BE REGRADED AND SMOOTHED PRIOR TO GRASS PLANTING.
- 5. THE CONTRACTOR SHALL FLAG UNDERGROUND UTILITY LOCATIONS AND MAINTAIN THESE LOCATIONS UNTIL ALL TREE LOCATIONS ARE APPROVED, AND PLANT PITS EXCAVATED.
- 6. THE OWNER OR OWNER'S REPRESENTATIVE SHALL APPROVE ALL PLANT LOCATIONS PRIOR TO PLANTING.
- 7. NO TREE SUBSTITUTIONS, SPECIES OR SIZE, WILL BE ACCEPTED WITHOUT THE PRIOR APPROVAL OF THE OWNER OR OWNER'S REPRESENTATIVE.
- 8. ALL TREES SHALL BE PLANTED PER DETS. 1 & 2 ON PLANTING DETAIL SHEET
- 9. CONTRACTOR SHALL ESTABLISH GRASS ON ALL AREAS DISTURBED BY CONSTRUCTION.

CONTRACTOR MUST VERIFY LOCATION OF ALL OVERHEAD AND UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL COORDINATE WITH TOWN OFFICIALS AND UTILITY COMPANIES IN LOCATING UTILITIES. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR LOSSES DUE TO DAMAGE TO UTILITIES. LOCATION FOR ALL UTLILITIES SHOWN ON PLANS ARE APPROXIMATE. CONTRACTOR SHALL CALL DIG TESS, 1-800-DIG-TESS.

LEGEND

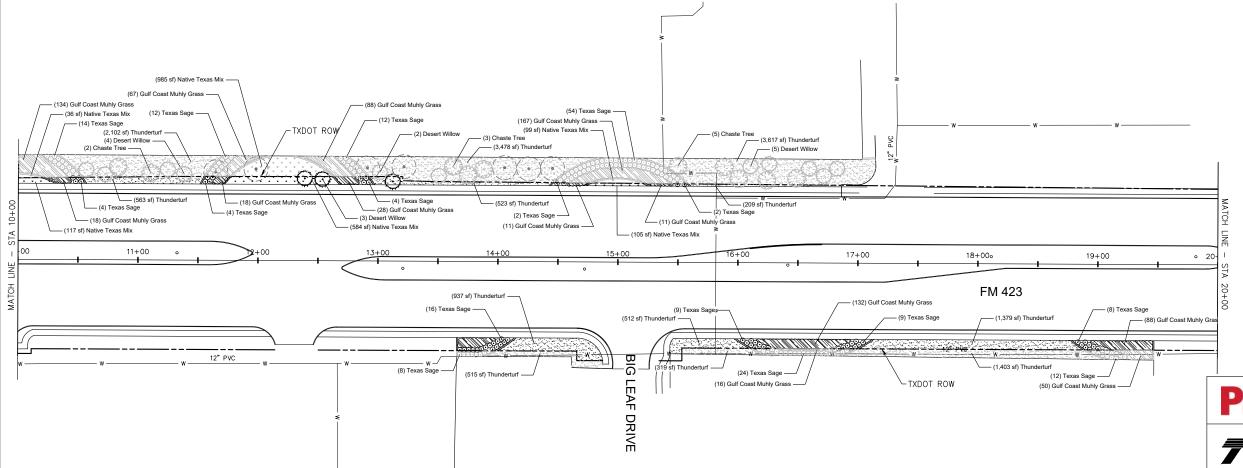


(*) EXISTING TREES TO REMAIN

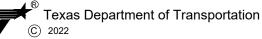
THE LOCATION OF EXISTING TREES SHOWN ARE APPROXIMATE. FIELD ADJUSTMENTS MAY BE REQUIRED IN PLACEMENT OF PROPOSED PLANTING.

| PLANT SCHEDULE INSIDE ROW B | | | | | |
|---------------------------------------|----------|---|--|--|--|
| TREES | QTY | BOTANICAL / COMMON NAME | | | |
| 0 | 3 | CHILOPSIS LINEARIS 'ART'S SEEDLESS' DESERT WILLOW MUTLI-TRUNK | | | |
| SHRUBS | QTY | BOTANICAL / COMMON NAME | | | |
| \odot | 58 | LEUCOPHYLLUM LANGMANIAE 'LYNN'S LEGACY' TEXAS SAGE | | | |
| SHRUB AREAS | QTY | BOTANICAL / COMMON NAME | | | |
| | 361 | MUHLENBERGIA CAPILLARIS `GULF COAST` GULF COAST MUHLY GRASS | | | |
| GROUND COVERS | QTY | BOTANICAL / COMMON NAME | | | |
| | 4,123 SF | TURF SEED MIX THUNDERTURF | | | |
| · · · · · · · · · · · · · · · · · · · | 806 SF | WILDFLOWER SEED MIX NATIVE TEXAS MIX | | | |

| PLANT SCHEDULE OUTSIDE ROW B | | | | | |
|------------------------------|-----------|--|--|--|--|
| REES | QTY | BOTANICAL / COMMON NAME | | | |
| 0 | 11 | CHILOPSIS LINEARIS 'ART'S SEEDLESS' DESERT WILLOW | | | |
| Emily | 10 | VITEX AGNUS-CASTUS 'SHOAL CREEK' CHASTE TREE | | | |
| HRUBS | QTY | BOTANICAL / COMMON NAME | | | |
| \odot | 136 | LEUCOPHYLLUM LANGMANIAE 'LYNN'S LEGACY' TEXAS SAGE | | | |
| HRUB AREAS | QTY | BOTANICAL / COMMON NAME | | | |
| | 522 | MUHLENBERGIA CAPILLARIS `GULF COAST` GULF COAST MUHLY GRASS | | | |
| ROUND COVERS | QTY | BOTANICAL / COMMON NAME | | | |
| | 11,434 SF | TURF SEED MIX THUNDERTURF | | | |
| · · · · · · | 1,120 SF | WILDFLOWER SEED MIX NATIVE TEXAS MIX | | | |







LANDSCAPE LAYOUT 'B' STA. 10+00 TO STA. 20+00



| DESIGN ES | FED.RD. DIV.NO. | FEDERAL AID PROJECT NO. | | HIGHWAY NO. |
|--------------|--------------------|-------------------------|-------------|----------------|
| RAPHICS | 6 | SEE | TITLE SHEET | FM 423 |
| ES | STATE | DISTRICT | COUNTY | SHEET NO. |
| CHECK | TEXAS | DALLAS | DENTON | |
| SF | CONTROL | SECTION | JOB | 40 |
| CW | 1315 | 02 | 016 | |

- 1. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE TOWN OF LITTLE ELM STANDARDS.
- 2. ALL PLANTS SHALL BE NURSERY GROWN. REFER TO PLANT LIST FOR QUANTITIES AND SPECIFICATIONS.
- 3. ALL TREES SHALL BE APPROVED BY THE OWNER OR OWNER'S REPRESENTATIVE PRIOR TO PLANTING.
- 4. THE SITE SHALL BE FINE GRADED PRIOR TO ANY PLANT INSTALLATION. ANY AREAS DISTURBED BY PLANTING SHALL BE REGRADED AND SMOOTHED PRIOR TO GRASS PLANTING.
- 5. THE CONTRACTOR SHALL FLAG UNDERGROUND UTILITY LOCATIONS AND MAINTAIN THESE LOCATIONS UNTIL ALL TREE LOCATIONS ARE APPROVED, AND PLANT PITS EXCAVATED.
- 6. THE OWNER OR OWNER'S REPRESENTATIVE SHALL APPROVE ALL PLANT LOCATIONS PRIOR TO PLANTING.
- 7. NO TREE SUBSTITUTIONS, SPECIES OR SIZE, WILL BE ACCEPTED WITHOUT THE PRIOR APPROVAL OF THE OWNER OR OWNER'S REPRESENTATIVE.
- 8. ALL TREES SHALL BE PLANTED PER DETS. 1 & 2 ON PLANTING DETAIL SHEET
- 9. CONTRACTOR SHALL ESTABLISH GRASS ON ALL AREAS DISTURBED BY CONSTRUCTION.

CONTRACTOR MUST VERIFY LOCATION OF ALL OVERHEAD AND UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL COORDINATE WITH TOWN OFFICIALS AND UTILITY COMPANIES IN LOCATING UTILITIES. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR LOSSES DUE TO DAMAGE TO UTILITIES. LOCATION FOR ALL UTLILITIES SHOWN ON PLANS ARE APPROXIMATE. CONTRACTOR SHALL CALL DIG TESS, 1-800-DIG-TESS.

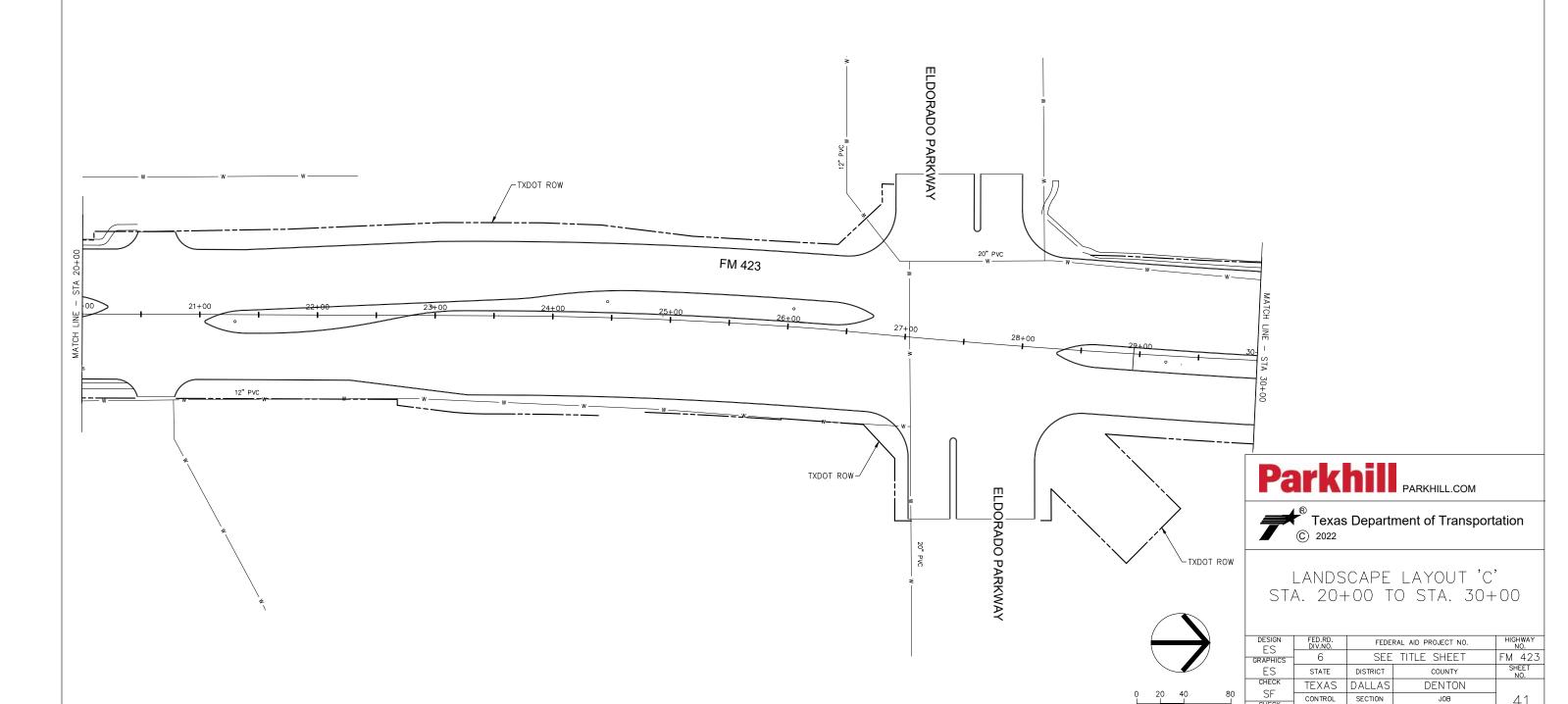
NO WORK / IMPROVEMENTS ON THIS SHEET

LEGEND



(•) EXISTING TREES TO REMAIN

THE LOCATION OF EXISTING TREES SHOWN ARE APPROXIMATE. FIELD ADJUSTMENTS MAY BE REQUIRED IN PLACEMENT OF PROPOSED PLANTING.



41

CHECK

CW

1315

02

016

- 1. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE TOWN OF LITTLE ELM STANDARDS.
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LEGEND

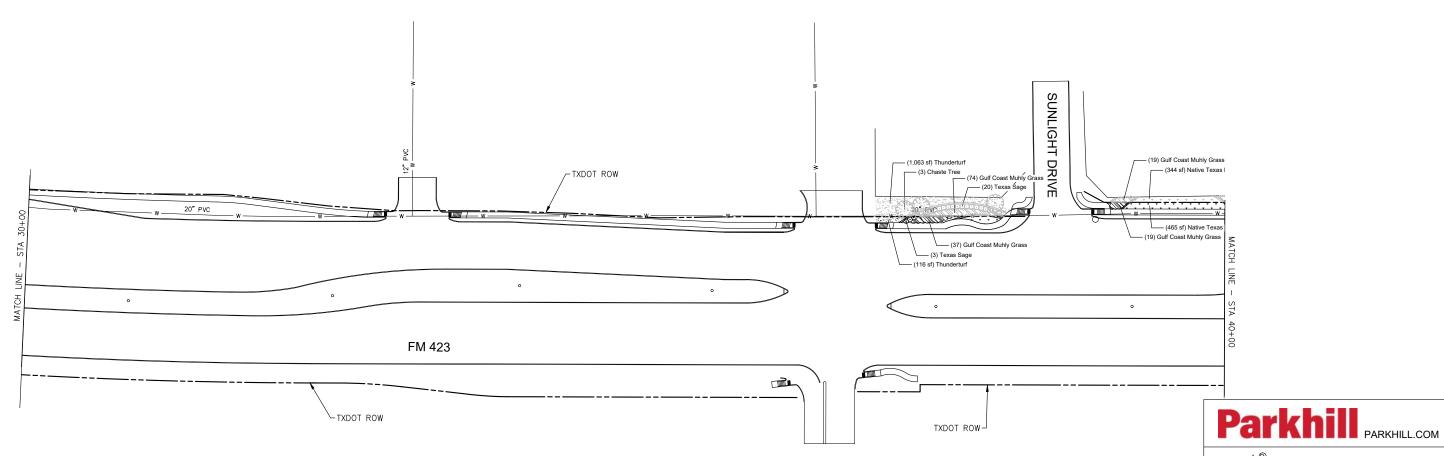


(.) EXISTING TREES TO REMAIN

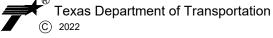
THE LOCATION OF EXISTING TREES SHOWN ARE APPROXIMATE. FIELD ADJUSTMENTS MAY BE REQUIRED IN PLACEMENT OF PROPOSED PLANTING.

| PLANT SCH | IEDUL | E INSIDE ROW D |
|---------------|--------|--|
| SHRUBS | QTY | BOTANICAL / COMMON NAME |
| \odot | 3 | LEUCOPHYLLUM LANGMANIAE 'LYNN'S LEGACY' TEXAS SAGE |
| SHRUB AREAS | QTY | BOTANICAL / COMMON NAME |
| | 56 | MUHLENBERGIA CAPILLARIS `GULF COAST` GULF COAST MUHLY GRASS |
| GROUND COVERS | QTY | BOTANICAL / COMMON NAME |
| | 116 SF | TURF SEED MIX THUNDERTURF |
| * * * * * * | 138 SF | WILDFLOWER SEED MIX NATIVE TEXAS MIX |

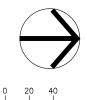
| PLANT SCHEDULE OUTSIDE ROW D | | | | |
|---------------------------------------|----------|--|--|--|
| TREES | QTY | BOTANICAL / COMMON NAME | | |
| E. 3 | 3 | VITEX AGNUS-CASTUS 'SHOAL CREEK' CHASTE TREE MULTI-TRUNK | | |
| SHRUBS | QTY | BOTANICAL / COMMON NAME | | |
| 0 | 20 | LEUCOPHYLLUM LANGMANIAE 'LYNN'S LEGACY' TEXAS SAGE | | |
| SHRUB AREAS | QTY | BOTANICAL / COMMON NAME | | |
| | 93 | MUHLENBERGIA CAPILLARIS 'GULF COAST' GULF COAST MUHLY GRASS | | |
| GROUND COVERS | QTY | BOTANICAL / COMMON NAME | | |
| | 1,063 SF | TURF SEED MIX THUNDERTURF | | |
| * * * * * * * * * * * * * * * * * * * | 344 SF | WILDFLOWER SEED MIX NATIVE TEXAS MIX | | |







LANDSCAPE LAYOUT 'D' STA. 30+00 TO STA. 40+00



| DESIGN ES | FED.RD. DIV.NO. | FEDE | RAL AID PROJECT NO. | HIGHWAY NO. |
|--------------|--------------------|----------|---------------------|----------------|
| RAPHICS | 6 | SEE | TITLE SHEET | FM 423 |
| ES | STATE | DISTRICT | COUNTY | SHEET NO. |
| CHECK | TEXAS | DALLAS | DENTON | |
| SF | CONTROL | SECTION | JOB | 42 |
| CW | 1315 | 02 | 016 | '- |

- 1. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE TOWN OF LITTLE ELM STANDARDS.
- 2. ALL PLANTS SHALL BE NURSERY GROWN. REFER TO PLANT LIST FOR QUANTITIES AND SPECIFICATIONS.
- 3. ALL TREES SHALL BE APPROVED BY THE OWNER OR OWNER'S REPRESENTATIVE PRIOR TO PLANTING.
- 4. THE SITE SHALL BE FINE GRADED PRIOR TO ANY PLANT INSTALLATION. ANY AREAS DISTURBED BY PLANTING SHALL BE REGRADED AND SMOOTHED PRIOR TO GRASS PLANTING.
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- 9. CONTRACTOR SHALL ESTABLISH GRASS ON ALL AREAS DISTURBED BY CONSTRUCTION.

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LEGEND

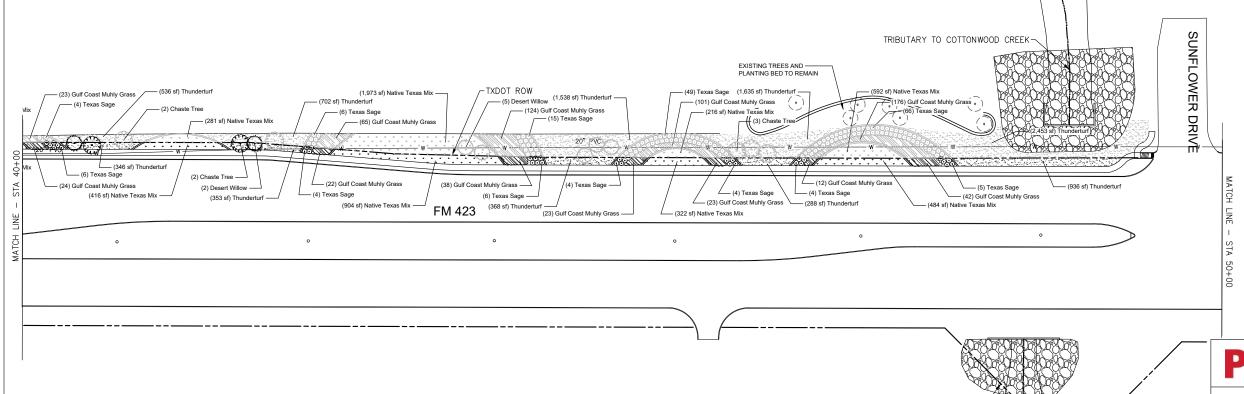


(•) EXISTING TREES TO REMAIN

THE LOCATION OF EXISTING TREES SHOWN ARE APPROXIMATE. FIELD ADJUSTMENTS MAY BE REQUIRED IN PLACEMENT OF PROPOSED PLANTING.

| PLANT SCHEDULE INSIDE ROW E | | | | |
|-----------------------------|----------|---|--|--|
| TREES | QTY | BOTANICAL / COMMON NAME | | |
| 0 | 2 | CHILOPSIS LINEARIS 'ART'S SEEDLESS' DESERT WILLOW MUTLI-TRUNK | | |
| Erway. | 2 | VITEX AGNUS-CASTUS 'SHOAL CREEK' CHASTE TREE MULTI-TRUNK | | |
| SHRUBS | QTY | BOTANICAL / COMMON NAME | | |
| \odot | 33 | LEUCOPHYLLUM LANGMANIAE 'LYNN'S LEGACY' TEXAS SAGE | | |
| SHRUB AREAS | QTY | BOTANICAL / COMMON NAME | | |
| | 184 | MUHLENBERGIA CAPILLARIS 'GULF COAST' GULF COAST MUHLY GRASS | | |
| GROUND COVERS | QTY | BOTANICAL / COMMON NAME | | |
| | 2,291 SF | TURF SEED MIX THUNDERTURF | | |
| * * * * * | 2,126 SF | WILDFLOWER SEED MIX NATIVE TEXAS MIX | | |

| PLANT SCHEDULE OUTSIDE ROW E | | | |
|---|----------|--|--|
| TREES | QTY | BOTANICAL / COMMON NAME | |
| 0 | 5 | CHILOPSIS LINEARIS 'ART'S SEEDLESS' DESERT WILLOW | |
| E CONTRACTOR OF THE PERSON OF | 5 | VITEX AGNUS-CASTUS 'SHOAL CREEK' CHASTE TREE | |
| SHRUBS | QTY | BOTANICAL / COMMON NAME | |
| \odot | 140 | LEUCOPHYLLUM LANGMANIAE 'LYNN'S LEGACY' TEXAS SAGE | |
| SHRUB AREAS | QTY | BOTANICAL / COMMON NAME | |
| | 489 | MUHLENBERGIA CAPILLARIS 'GULF COAST' GULF COAST MUHLY GRASS | |
| GROUND COVERS | QTY | BOTANICAL / COMMON NAME | |
| | 6,864 SF | TURF SEED MIX THUNDERTURF | |
| * * * * * * * | 3,062 SF | WILDFLOWER SEED MIX NATIVE TEXAS MIX | |







Texas Department of Transportation

LANDSCAPE LAYOUT 'E' STA. 40+00 TO STA. 50+00



TXDOT ROW-

| ESIGN FS | FED.RD. DIV.NO. | FEDE | RAL AID PROJECT NO. | HIGHWAY NO. |
|-------------|--------------------|----------|---------------------|----------------|
| APHICS | 6 | SEE | TITLE SHEET | FM 423 |
| ES | STATE | DISTRICT | COUNTY | SHEET NO. |
| HECK | TEXAS | DALLAS | DENTON | |
| SF | CONTROL | SECTION | JOB | 43 |
| CW. | 1315 | 02 | 016 | |

- 1. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE TOWN OF LITTLE ELM STANDARDS.
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LEGEND



(•) EXISTING TREES TO REMAIN

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| PLANT SCHEDULE INSIDE ROW F | | | | |
|---------------------------------------|--------|---|--|--|
| ROUND COVERS | QTY | BOTANICAL / COMMON NAME | | |
| | 226 SF | TURF SEED MIX THUNDERTURF | | |
| * * * * * * * * * * * * * * * * * * * | 925 SF | WILDFLOWER SEED MIX NATIVE TEXAS MIX | | |

| PLANT SCHEDULE OUTSIDE ROW F | | | | |
|---------------------------------------|----------|---|--|--|
| TREES | QTY | BOTANICAL / COMMON NAME | | |
| 0 | 2 | CHILOPSIS LINEARIS 'ART'S SEEDLESS' DESERT WILLOW MUTLI-TRUNK | | |
| Ex. 3 | 4 | VITEX AGNUS-CASTUS 'SHOAL CREEK' CHASTE TREE MULTI-TRUNK | | |
| GROUND COVERS | QTY | BOTANICAL / COMMON NAME | | |
| | 1,595 SF | TURF SEED MIX THUNDERTURF | | |
| * * * * * * * * * * * * * * * * * * * | 651 SF | WILDFLOWER SEED MIX NATIVE TEXAS MIX | | |

DESIGN ES

GRAPHICS

ES

CHECK

SF

CHECK

CW

STATE

TEXAS

CONTROL

1315

DISTRICT

DALLAS

SECTION

02

FEDERAL AID PROJECT NO. SEE TITLE SHEET

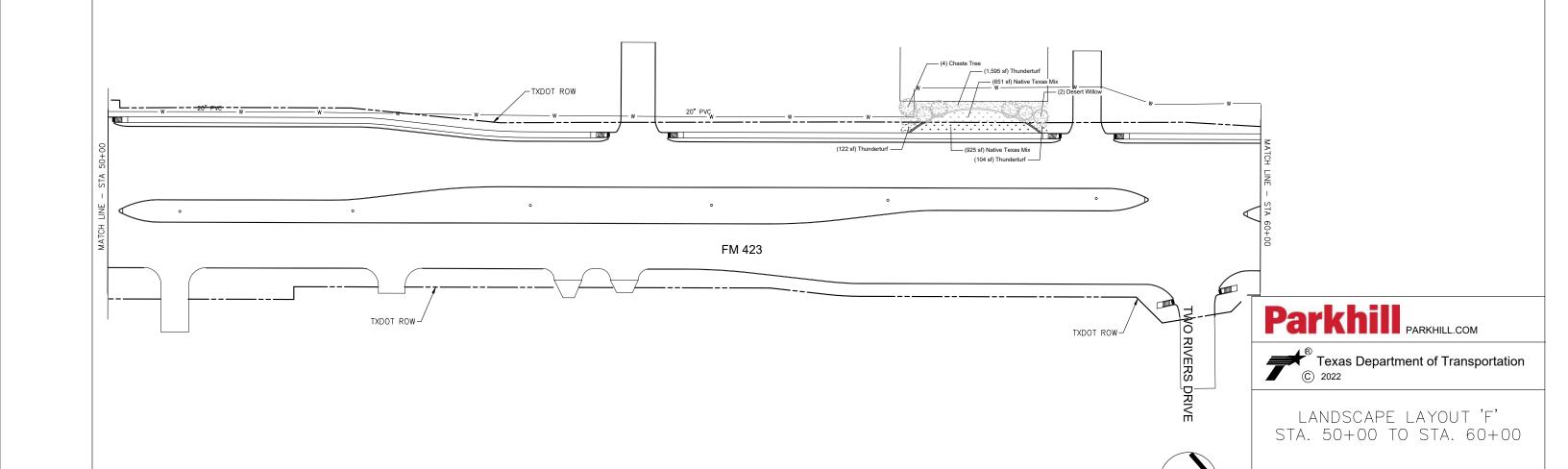
DENTON

016

FM 423

SHEET NO.

44



- 1. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE TOWN OF LITTLE ELM STANDARDS.
- 2. ALL PLANTS SHALL BE NURSERY GROWN. REFER TO PLANT LIST FOR QUANTITIES AND SPECIFICATIONS.
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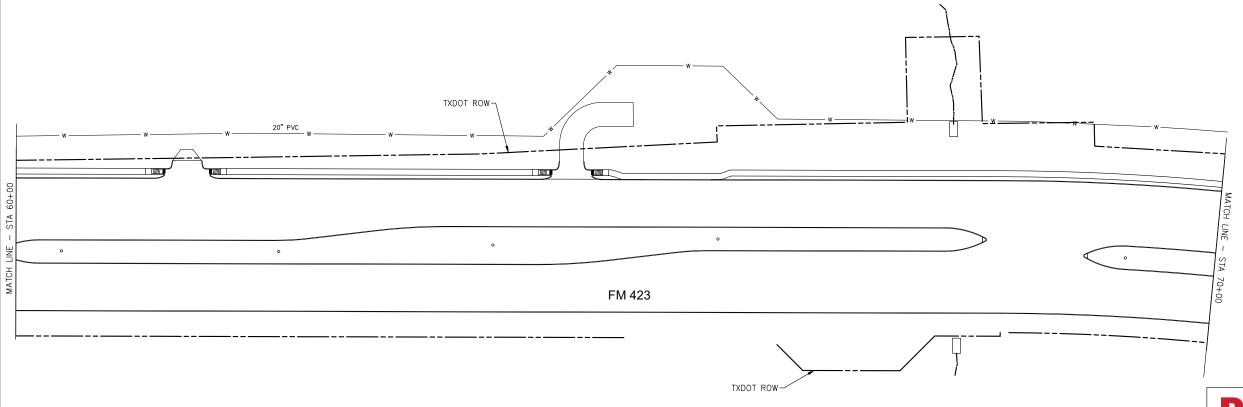
NO WORK / IMPROVEMENTS ON THIS SHEET

LEGEND

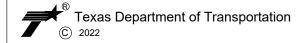


(*) EXISTING TREES TO REMAIN

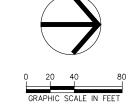
THE LOCATION OF EXISTING TREES SHOWN ARE APPROXIMATE. FIELD ADJUSTMENTS MAY BE REQUIRED IN PLACEMENT OF PROPOSED PLANTING.







LANDSCAPE LAYOUT 'G' STA. 60+00 TO STA. 70+00



| DESIGN FS | FED.RD. DIV.NO. | FEDE | RAL AID PROJECT NO. | HIGHWAY NO. |
|--------------|--------------------|----------|---------------------|----------------|
| RAPHICS | 6 | SEE | TITLE SHEET | FM 423 |
| ES | STATE | DISTRICT | COUNTY | SHEET NO. |
| CHECK | TEXAS | DALLAS | DENTON | |
| SF | CONTROL | SECTION | JOB | 45 |
| CW | 1315 | 02 | 016 | |

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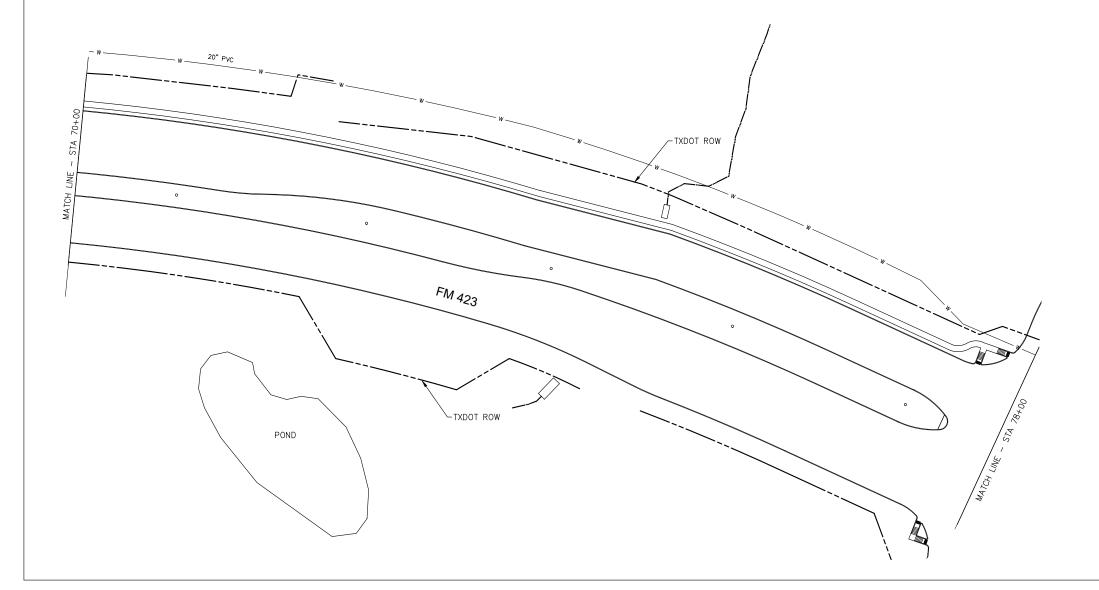
NO WORK / IMPROVEMENTS ON THIS SHEET

LEGEND



(*) EXISTING TREES TO REMAIN

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Texas Department of Transportation
© 2022

LANDSCAPE LAYOUT 'H' STA. 70+00 TO STA. 78+00

| DESIGN ES | FED.RD. DIV.NO. | FEDE | HIGHWAY NO. | |
|--------------|--------------------|----------|----------------|--------------|
| RAPHICS | 6 | SEE | TITLE SHEET | FM 423 |
| ES | STATE | DISTRICT | COUNTY | SHEET NO. |
| CHECK | TEXAS | DALLAS | DENTON | |
| SF | CONTROL | SECTION | JOB | 46 |
| CW | 1315 | 02 | 016 | |
| | | | | |

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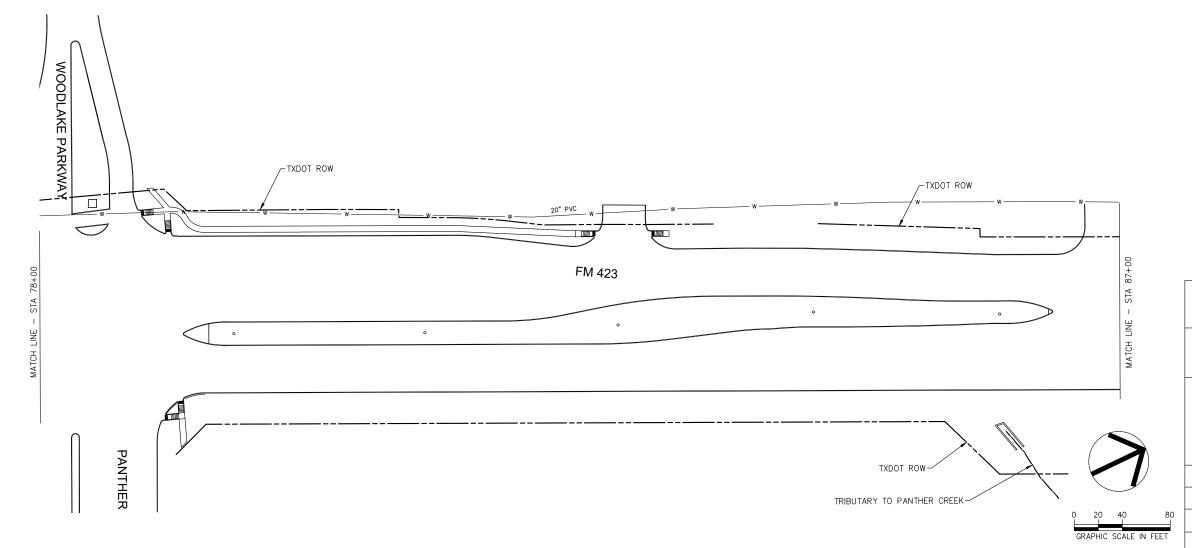
NO WORK / IMPROVEMENTS ON THIS SHEET

LEGEND

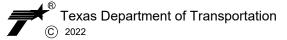


(.) EXISTING TREES TO REMAIN

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LANDSCAPE LAYOUT 'I' STA. 78+00 TO STA. 87+00

| DESIGN FS | FED.RD. DIV.NO. | FEDER | RAL AID PROJECT NO. | HIGHWAY NO. |
|--------------|--------------------|----------|---------------------|----------------|
| GRAPHICS | 6 | SEE | TITLE SHEET | FM 423 |
| ES | STATE | DISTRICT | COUNTY | SHEET NO. |
| CHECK | TEXAS | DALLAS | DENTON | |
| SF | CONTROL | SECTION | JOB | 47 |
| CW | 1315 | 02 | 016 | |

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LEGEND

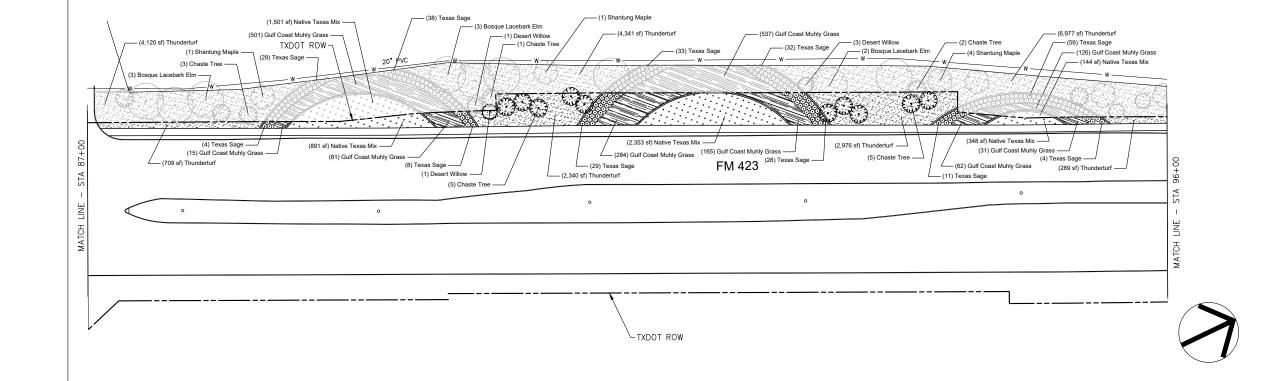


(•) EXISTING TREES TO REMAIN

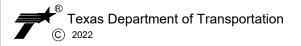
THE LOCATION OF EXISTING TREES SHOWN ARE APPROXIMATE. FIELD ADJUSTMENTS MAY BE REQUIRED IN PLACEMENT OF PROPOSED PLANTING.

| PLANT SCHEDULE INSIDE ROW J | | |
|-----------------------------|----------|---|
| TREES | QTY | BOTANICAL / COMMON NAME |
| 0 | 1 | CHILOPSIS LINEARIS 'ART'S SEEDLESS' DESERT WILLOW MUTLI-TRUNK |
| E Const | 10 | VITEX AGNUS-CASTUS 'SHOAL CREEK' CHASTE TREE MULTI-TRUNK |
| SHRUBS | QTY | BOTANICAL / COMMON NAME |
| \odot | 84 | LEUCOPHYLLUM LANGMANIAE 'LYNN'S LEGACY' TEXAS SAGE |
| SHRUB AREAS | QTY | BOTANICAL / COMMON NAME |
| | 638 | MUHLENBERGIA CAPILLARIS `GULF COAST` GULF COAST MUHLY GRASS |
| GROUND COVERS | QTY | BOTANICAL / COMMON NAME |
| | 6,314 SF | TURF SEED MIX THUNDERTURF |
| * * * * * * | 3,592 SF | WILDFLOWER SEED MIX NATIVE TEXAS MIX |

| PLANT SCHEDULE OUTSIDE ROW J | | |
|---------------------------------------|-----------|---|
| TREES | QTY | BOTANICAL / COMMON NAME |
| \bigcirc | 6 | ACER TRUNCATUM SHANTUNG MAPLE |
| 0 | 4 | CHILOPSIS LINEARIS 'ART'S SEEDLESS' DESERT WILLOW MUTLI-TRUNK |
| · · | 9 | ULMUS PARVIFOLIA 'UPMTF' TM BOSQUE LACEBARK ELM |
| E. 3 | 6 | VITEX AGNUS-CASTUS 'SHOAL CREEK' CHASTE TREE MULTI-TRUNK |
| SHRUBS | QTY | BOTANICAL / COMMON NAME |
| \odot | 191 | LEUCOPHYLLUM LANGMANIAE 'LYNN'S LEGACY' TEXAS SAGE |
| SHRUB AREAS | QTY | BOTANICAL / COMMON NAME |
| | 1,164 | MUHLENBERGIA CAPILLARIS 'GULF COAST' GULF COAST MUHLY GRASS |
| GROUND COVERS | QTY | BOTANICAL / COMMON NAME |
| | 15,438 SF | TURF SEED MIX THUNDERTURF |
| * * * * * * * * * * * * * * * * * * * | 1,645 SF | WILDFLOWER SEED MIX NATIVE TEXAS MIX |







LANDSCAPE LAYOUT 'J' STA. 87+00 TO STA. 96+00

| DESIGN ES | FED.RD. DIV.NO. | FEDE | FEDERAL AID PROJECT NO. | | |
|--------------|--------------------|----------|-------------------------|--------------|--|
| GRAPHICS | 6 | SEE | TITLE SHEET | FM 423 | |
| ES | STATE | DISTRICT | COUNTY | SHEET NO. | |
| CHECK | TEXAS | DALLAS | DENTON | | |
| SF | CONTROL | SECTION | JOB | 48 | |
| CW | 1315 | 02 | 016 | | |

- 1. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE TOWN OF LITTLE ELM STANDARDS.
- 2. ALL PLANTS SHALL BE NURSERY GROWN. REFER TO PLANT LIST FOR QUANTITIES AND SPECIFICATIONS.
- 3. ALL TREES SHALL BE APPROVED BY THE OWNER OR OWNER'S REPRESENTATIVE PRIOR TO PLANTING.
- 4. THE SITE SHALL BE FINE GRADED PRIOR TO ANY PLANT INSTALLATION. ANY AREAS DISTURBED BY PLANTING SHALL BE REGRADED AND SMOOTHED PRIOR TO GRASS PLANTING.
- 5. THE CONTRACTOR SHALL FLAG UNDERGROUND UTILITY LOCATIONS AND MAINTAIN THESE LOCATIONS UNTIL ALL TREE LOCATIONS ARE APPROVED, AND PLANT PITS EXCAVATED.
- 6. THE OWNER OR OWNER'S REPRESENTATIVE SHALL APPROVE ALL PLANT LOCATIONS PRIOR TO PLANTING.
- 7. NO TREE SUBSTITUTIONS, SPECIES OR SIZE, WILL BE ACCEPTED WITHOUT THE PRIOR APPROVAL OF THE OWNER OR OWNER'S REPRESENTATIVE.
- 8. ALL TREES SHALL BE PLANTED PER DETS. 1 & 2 ON PLANTING DETAIL SHEET
- 9. CONTRACTOR SHALL ESTABLISH GRASS ON ALL AREAS DISTURBED BY CONSTRUCTION.

VISTING LITHLITIES

CONTRACTOR MUST VERIFY LOCATION OF ALL OVERHEAD AND UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL COORDINATE WITH TOWN OFFICIALS AND UTILITY COMPANIES IN LOCATING UTILITIES. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR LOSSES DUE TO DAMAGE TO UTILITIES. LOCATION FOR ALL UTILITIES SHOWN ON PLANS ARE APPROXIMATE. CONTRACTOR SHALL DIG TESS, 1—800—DIG—TESS.

LEGEND

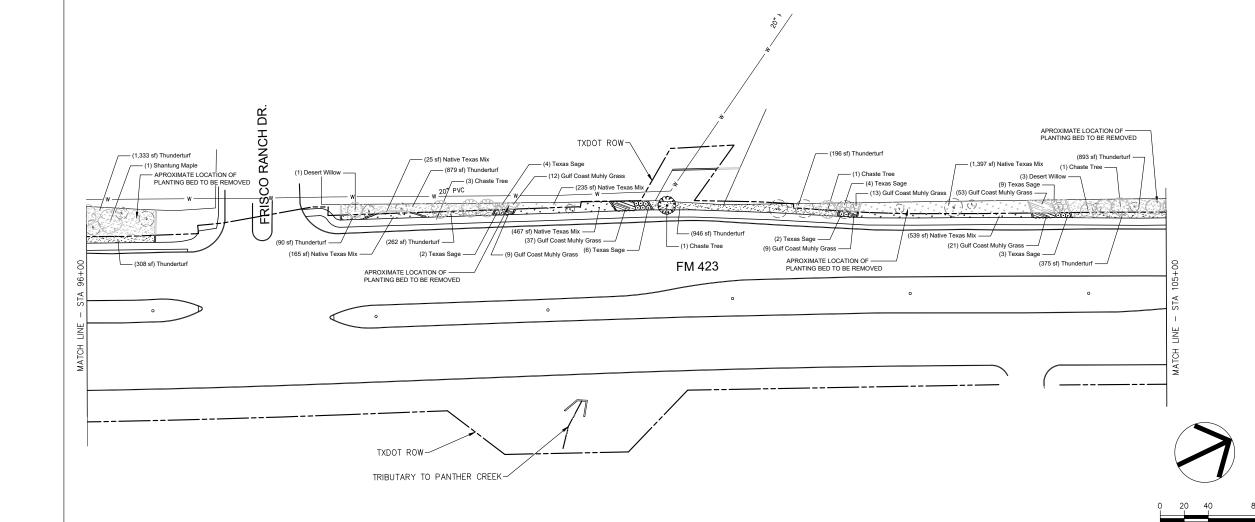


(•) EXISTING TREES TO REMAIN

THE LOCATION OF EXISTING TREES SHOWN ARE APPROXIMATE. FIELD ADJUSTMENTS MAY BE REQUIRED IN PLACEMENT OF PROPOSED PLANTING.

| PLANT SCHEDULE INSIDE ROW K | | | |
|--|----------|--|--|
| TREES | QTY | BOTANICAL / COMMON NAME | |
| Extra de la constante de la co | 1 | VITEX AGNUS-CASTUS 'SHOAL CREEK' CHASTE TREE | |
| SHRUBS | QTY | BOTANICAL / COMMON NAME | |
| \odot | 13 | LEUCOPHYLLUM LANGMANIAE 'LYNN'S LEGACY' TEXAS SAGE | |
| SHRUB AREAS | QTY | BOTANICAL / COMMON NAME | |
| | 76 | MUHLENBERGIA CAPILLARIS 'GULF COAST' GULF COAST MUHLY GRASS | |
| GROUND COVERS | QTY | BOTANICAL / COMMON NAME | |
| | 1,981 SF | TURF SEED MIX THUNDERTURF | |
| · • • • • • • • • • • • • • • • • • • • | 1,171 SF | WILDFLOWER SEED MIX NATIVE TEXAS MIX | |

| PLANT SCHEDULE OUTSIDE ROW K | | | | |
|------------------------------|----------|--|--|--|
| TREES | QTY | BOTANICAL / COMMON NAME | | |
| \bigcirc | 1 | ACER TRUNCATUM SHANTUNG MAPLE | | |
| 0 | 4 | CHILOPSIS LINEARIS 'ART'S SEEDLESS' DESERT WILLOW | | |
| E. 3 | 5 | VITEX AGNUS-CASTUS 'SHOAL CREEK' CHASTE TREE | | |
| SHRUBS | QTY | BOTANICAL / COMMON NAME | | |
| \odot | 17 | LEUCOPHYLLUM LANGMANIAE 'LYNN'S LEGACY' TEXAS SAGE | | |
| SHRUB AREAS | QTY | BOTANICAL / COMMON NAME | | |
| | 78 | MUHLENBERGIA CAPILLARIS `GULF COAST` GULF COAST MUHLY GRASS | | |
| GROUND COVERS | QTY | BOTANICAL / COMMON NAME | | |
| | 3,301 SF | TURF SEED MIX THUNDERTURF | | |
| * * * * * | 1,657 SF | WILDFLOWER SEED MIX NATIVE TEXAS MIX | | |







LANDSCAPE LAYOUT 'K' STA. 96+00 TO STA. 105+00

| DESIGN FS | FED.RD. DIV.NO. | FEDE | RAL AID PROJECT NO. | HIGHWAY NO. |
|--------------|--------------------|----------|---------------------|----------------|
| GRAPHICS | 6 | SEE | TITLE SHEET | FM 423 |
| ES | STATE | DISTRICT | COUNTY | SHEET NO. |
| CHECK | TEXAS | DALLAS | DENTON | |
| SF | CONTROL | SECTION | JOB | 4.9 |
| CW | 1315 | 02 | 016 | |

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LEGEND

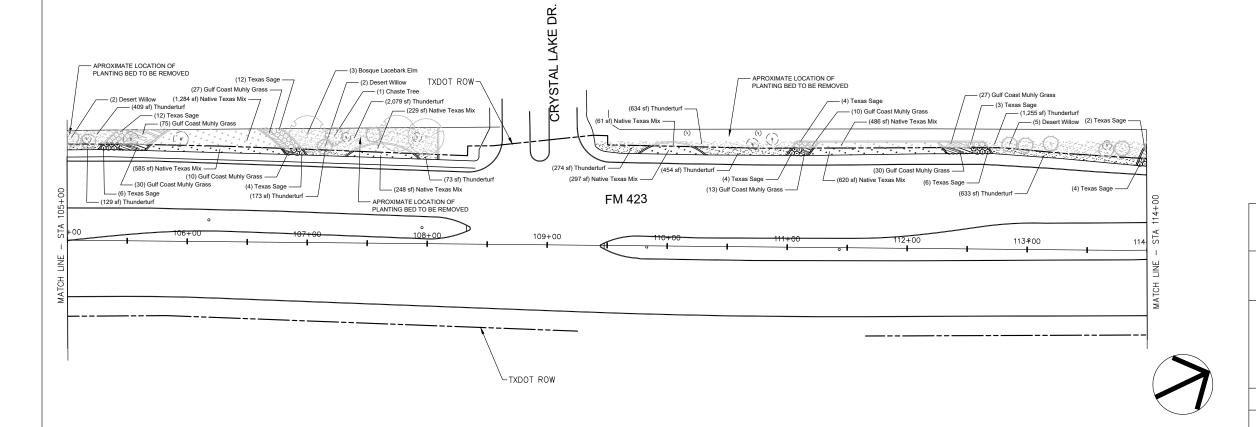


(•) EXISTING TREES TO REMAIN

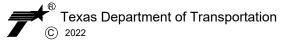
THE LOCATION OF EXISTING TREES SHOWN ARE APPROXIMATE. FIELD ADJUSTMENTS MAY BE REQUIRED IN PLACEMENT OF PROPOSED PLANTING.

| PLANT SCHEDULE INSIDE ROW L | | | |
|-----------------------------|----------|--|--|
| SHRUBS | QTY | BOTANICAL / COMMON NAME | |
| \odot | 24 | LEUCOPHYLLUM LANGMANIAE 'LYNN'S LEGACY' TEXAS SAGE | |
| SHRUB AREAS | QTY | BOTANICAL / COMMON NAME | |
| | 83 | MUHLENBERGIA CAPILLARIS 'GULF COAST' GULF COAST MUHLY GRASS | |
| GROUND COVERS | QTY | BOTANICAL / COMMON NAME | |
| | 1,736 SF | TURF SEED MIX THUNDERTURF | |
| * * * * * * | 1,750 SF | WILDFLOWER SEED MIX NATIVE TEXAS MIX | |

| PLANT SCHEDULE OUTSIDE ROW L | | | |
|------------------------------|----------|---|--|
| TREES | QTY | BOTANICAL / COMMON NAME | |
| 0 | 9 | CHILOPSIS LINEARIS 'ART'S SEEDLESS' DESERT WILLOW MUTLI-TRUNK | |
| | 3 | ULMUS PARVIFOLIA 'UPMTF' TM BOSQUE LACEBARK ELM | |
| E ins | 1 | VITEX AGNUS-CASTUS `SHOAL CREEK` CHASTE TREE MULTI-TRUNK | |
| SHRUBS | QTY | BOTANICAL / COMMON NAME | |
| \odot | 33 | LEUCOPHYLLUM LANGMANIAE 'LYNN'S LEGACY' TEXAS SAGE | |
| SHRUB AREAS | QTY | BOTANICAL / COMMON NAME | |
| | 139 | MUHLENBERGIA CAPILLARIS 'GULF COAST' GULF COAST MUHLY GRASS | |
| GROUND COVERS | QTY | BOTANICAL / COMMON NAME | |
| | 4,377 SF | TURF SEED MIX THUNDERTURF | |
| * * * * * * | 2,060 SF | WILDFLOWER SEED MIX NATIVE TEXAS MIX | |







LANDSCAPE LAYOUT 'L' STA. 105+00 TO STA. 114+00

| DESIGN ES | FED.RD. DIV.NO. | FEDER | HIGHWAY NO. | |
|--------------|--------------------|----------|-----------------|--------------|
| GRAPHICS | 6 | SEE | SEE TITLE SHEET | |
| ES | STATE | DISTRICT | COUNTY | SHEET NO. |
| CHECK | TEXAS | DALLAS | DENTON | |
| SF | CONTROL | SECTION | JOB | 50 |
| CW | 1315 | 02 | 016 | |

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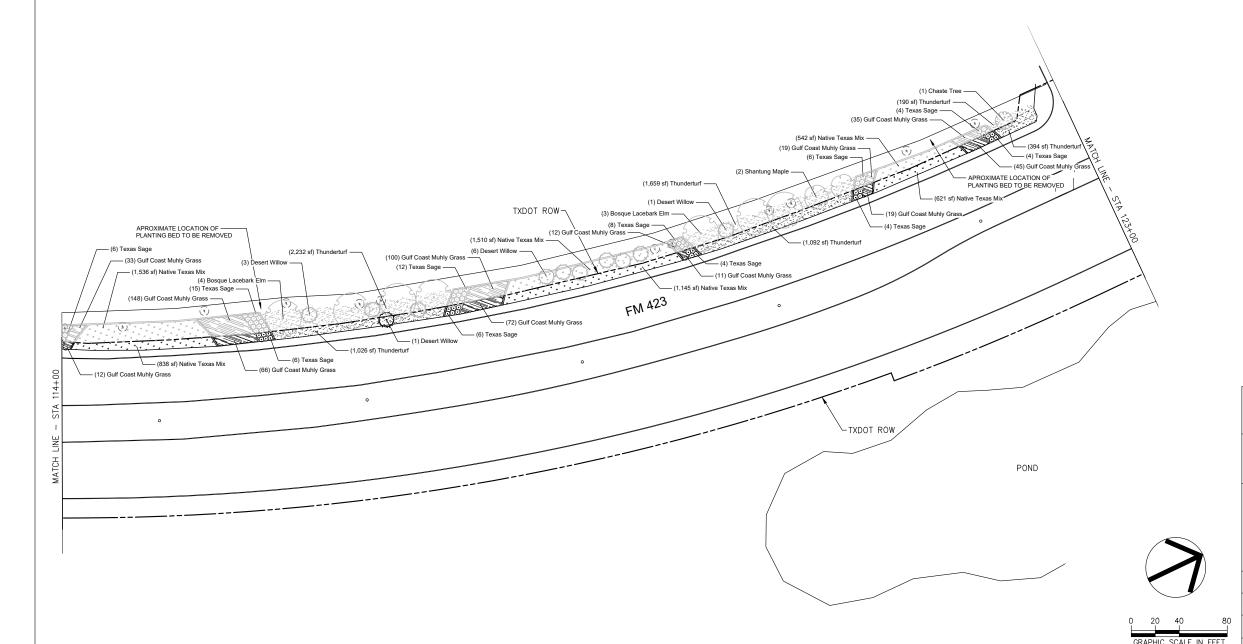
LEGEND

(*) EXISTING TREES TO REMAIN

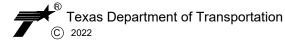
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| PLANT SCHEDULE INSIDE ROW M | | | |
|-----------------------------|----------|---|--|
| TREES | QTY | BOTANICAL / COMMON NAME | |
| 0 | 1 | CHILOPSIS LINEARIS 'ART'S SEEDLESS' DESERT WILLOW MUTLI-TRUNK | |
| SHRUBS | QTY | BOTANICAL / COMMON NAME | |
| \odot | 24 | LEUCOPHYLLUM LANGMANIAE 'LYNN'S LEGACY' TEXAS SAGE | |
| SHRUB AREAS | QTY | BOTANICAL / COMMON NAME | |
| | 225 | MUHLENBERGIA CAPILLARIS 'GULF COAST' GULF COAST MUHLY GRASS | |
| GROUND COVERS | QTY | BOTANICAL / COMMON NAME | |
| | 2,512 SF | TURF SEED MIX THUNDERTURF | |
| * * * * * * | 2,604 SF | WILDFLOWER SEED MIX NATIVE TEXAS MIX | |

| PLANT SCHEDULE OUTSIDE ROW M | | | |
|---|----------|--|--|
| TREES | QTY | BOTANICAL / COMMON NAME | |
| | 2 | ACER TRUNCATUM SHANTUNG MAPLE | |
| 0 | 10 | CHILOPSIS LINEARIS 'ART'S SEEDLESS' DESERT WILLOW MUTLI-TRUNK | |
| | 7 | ULMUS PARVIFOLIA 'UPMTF' TM BOSQUE LACEBARK ELM | |
| Eins | 1 | VITEX AGNUS-CASTUS 'SHOAL CREEK' CHASTE TREE MULTI-TRUNK | |
| SHRUBS | QTY | BOTANICAL / COMMON NAME | |
| · | 51 | LEUCOPHYLLUM LANGMANIAE 'LYNN'S LEGACY' TEXAS SAGE | |
| SHRUB AREAS | QTY | BOTANICAL / COMMON NAME | |
| | 347 | MUHLENBERGIA CAPILLARIS 'GULF COAST' GULF COAST MUHLY GRASS | |
| GROUND COVERS | QTY | BOTANICAL / COMMON NAME | |
| | 4,081 SF | TURF SEED MIX THUNDERTURF | |
| * | 3,588 SF | WILDFLOWER SEED MIX NATIVE TEXAS MIX | |







LANDSCAPE LAYOUT 'M' STA. 114+00 TO STA. 123+00

| DESIGN ES | FED.RD. DIV.NO. | FEDE | HIGHWAY NO. | |
|--------------|--------------------|----------|----------------|--------------|
| GRAPHICS | 6 | SEE | TITLE SHEET | FM 423 |
| ES | STATE | DISTRICT | COUNTY | SHEET NO. |
| CHECK | TEXAS | DALLAS | DENTON | |
| SF CHECK | CONTROL | SECTION | JOB | 51 |
| CW | 1315 | 02 | 016 | |



Date: 09/27/2022

Agenda Item #: 6. H.

Department: Finance

Strategic Goal: Maintain operational integrity and viability

Staff Contact: Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to Approve Ordinance No. 1686 Establishing the 2022 Certified Appraisal Roll.

DESCRIPTION:

Staff presented to Council as official record the Town's appraisal tax roll August 2, 2022, as required by the Texas Tax Code. At the time this was presented, Denton County Appraisal District (DCAD) was unable to provide certified totals for this year tax roll which requires appraisal districts to certify over 95% of the appraisal roll. State Tax law requires all Chief Appraisers to certify the tax roll no later than July 25. Texas Tax Code allowed taxing units to use Certified Estimates to prepare the tax rate.

On September 12, 2022, DCAD was able to achieve the required certification over 95% and distributed the Certified Tax rolls to all taxing units. This agenda item will provide a formal record of the 2022 Certified Tax Roll for the Town of Little Elm.

The Town's total freeze adjusted taxable value on the 2022 appraisal roll, including certified values under protest, is \$6,054,795,300. This reflects a slight reduction by 1.1% from the August report presented to Council. This will not have an impact on the approved budget.

BUDGET IMPACT:

Property tax revenue from the tax roll has been approved in the FY 2022-2023 Adopted Budget.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Ordinance No. 1686

TOLE 2022 Certified Tax Roll

ORDINANCE NO. 1686

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, APPROVING THE 2022 APPRAISAL ROLL; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Denton Central Appraisal District (DCAD) prepare the certified appraisal rolls and rolls under protest of the taxable property in the Town of Little Elm, Texas (Town); and

WHEREAS, the Town uses the certified appraisal rolls and rolls under protest received from the DCAD to calculate the tax rate and voter-approval tax rate applicable to taxable property in the Town; and,

WHEREAS, approval by the Town of the certified estimate appraisal roll is required by state law as an integral part of the Town's ability to levy and collect property taxes.

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

- **Section 1**. All of the above premises are hereby found to be true and correct legislative and factual determinations of the Town and they are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.
- **Section 2**. The Town Council hereby approves the certified total taxable (before freeze loss) value on the 2022 appraisal roll of the Town in the amount of \$6,479,355,646 assessed valuation, based on the certified appraisal rolls and rolls under protest as approved by the Appraisal Review Boards of DCAD.
- **Section 3**. Any and all ordinances, resolutions, rules, regulations, policies, or provisions in conflict with the provisions of this Ordinance are hereby repealed and rescinded to the extent of the conflict herewith.
- **Section 4**. Should any paragraph, sentence, provision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance, as a whole or any part or provision thereof, other than the part or parts adjudged to be invalid, illegal, or unconstitutional

READ and ADOPTED on the 27th day of September 2022.

| APPROVED: |
|-----------------------------|
| |
| |
| Curtis J. Cornelious, Mayor |

| ATTEST: | | | |
|----------------|----------------|--|--|
| | | | |
| Caitlan Biggs, | Town Secretary | | |

2022 CERTIFIED TOTALS

As of Certification

C13 - LITTLE ELM TOWN OF

| Property C | ount: 17,989 | | | RB Approved To | | | 9/9/2022 | 1:18:00PM |
|--------------|-----------------|-------------|----------------|----------------|----------|--|----------|---------------|
| Land | | | | | Value | | | |
| Homesite: | | | | 1,249,9 | 995,286 | | | |
| Non Homesi | te: | | | 746,5 | 504,830 | | | |
| Ag Market: | | | | 61,6 | 556,468 | | | |
| Timber Mark | ket: | | | | 0 | Total Land | (+) | 2,058,156,584 |
| Improveme | nt | | | | Value | | | |
| Homesite: | | | | 4,145,2 | 202,652 | | | |
| Non Homesi | te: | | | 1,009,2 | 275,452 | Total Improvements | (+) | 5,154,478,104 |
| Non Real | | | Count | | Value | | | |
| Personal Pro | operty: | | 762 | 145,4 | 173,480 | | | |
| Mineral Prop | perty: | | 0 | | 0 | | | |
| Autos: | | | 0 | | 0 | Total Non Real | (+) | 145,473,480 |
| | | | | | | Market Value | = | 7,358,108,168 |
| Ag | | ı | Non Exempt | | Exempt | | | |
| | ctivity Market: | | 61,656,468 | | 0 | | | |
| Ag Use: | | | 49,359 | | 0 | Productivity Loss | (-) | 61,607,109 |
| Timber Use: | | | 0 | | 0 | Appraised Value | = | 7,296,501,059 |
| Productivity | Loss: | | 61,607,109 | | 0 | | | |
| | | | | | | Homestead Cap | (-) | 456,938,030 |
| | | | | | | Assessed Value | = | 6,839,563,029 |
| | | | | | | Total Exemptions Amount (Breakdown on Next Page) | (-) | 475,834,579 |
| | | | | | | Net Taxable | = | 6,363,728,450 |
| Freeze | Assessed | Taxable | Actual Tax | Ceiling | Count | | | |
| DP | 28,614,891 | 26,711,184 | 127,273.93 | 127,974.22 | 92 | | | |
| DPS | 669,987 | 669,987 | 3,282.03 | 3,282.03 | 2 | | | |
| OV65 | 421,155,175 | 395,056,096 | 1,864,092.99 | 1,878,628.60 | 1,347 | | | |
| Total | 450,440,053 | 422,437,267 | 1,994,648.95 | 2,009,884.85 | 1,441 | Freeze Taxable | (-) | 422,437,267 |
| Tax Rate | 0.6439480 | | | | | | | |
| Transfer | Assessed | | Post % Taxable | Adjustment | Count | | | |
| OV65 | 555,251 | · | 406,892 | 128,359 | 2 | | () | 400.0 |
| Total | 555,251 | 535,251 | 406,892 | 128,359 | 2 | Transfer Adjustment | (-) | 128,359 |
| | | | | | Freeze A | djusted Taxable | = | 5,941,162,824 |

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX 40,252,648.13 = 5,941,162,824 * (0.6439480 / 100) + 1,994,648.95

Certified Estimate of Market Value: 7,358,108,168 Certified Estimate of Taxable Value: 6,363,728,450

Tax Increment Finance Value: 0 Tax Increment Finance Levy: 0.00

C13/652968

2022 CERTIFIED TOTALS

As of Certification

Property Count: 17,989

C13 - LITTLE ELM TOWN OF ARB Approved Totals

9/9/2022

1:19:51PM

Exemption Breakdown

| Exemption | Count | Local | State | Total |
|------------------|--------|------------|-------------|-------------|
| DP | 99 | 901,725 | 0 | 901,725 |
| DPS | 2 | 0 | 0 | 0 |
| DV1 | 57 | 0 | 350,000 | 350,000 |
| DV1S | 1 | 0 | 5,000 | 5,000 |
| DV2 | 37 | 0 | 327,000 | 327,000 |
| DV3 | 57 | 0 | 570,000 | 570,000 |
| DV4 | 247 | 0 | 1,308,000 | 1,308,000 |
| DV4S | 21 | 0 | 138,000 | 138,000 |
| DVHS | 179 | 0 | 65,294,180 | 65,294,180 |
| DVHSS | 10 | 0 | 2,043,921 | 2,043,921 |
| EX-XJ | 4 | 0 | 4,367,550 | 4,367,550 |
| EX-XL | 20 | 0 | 16,688,485 | 16,688,485 |
| EX-XR | 9 | 0 | 23,714,519 | 23,714,519 |
| EX-XU | 3 | 0 | 51,460 | 51,460 |
| EX-XV | 713 | 0 | 318,372,167 | 318,372,167 |
| EX-XV (Prorated) | 3 | 0 | 1,035,141 | 1,035,141 |
| EX366 | 104 | 0 | 83,969 | 83,969 |
| FR | 1 | 20,154,935 | 0 | 20,154,935 |
| LIH | 1 | 0 | 5,000,000 | 5,000,000 |
| OV65 | 1,581 | 14,951,565 | 0 | 14,951,565 |
| OV65S | 38 | 333,719 | 0 | 333,719 |
| PC | 5 | 136,243 | 0 | 136,243 |
| PPV | 1 | 7,000 | 0 | 7,000 |
| | Totals | 36,485,187 | 439,349,392 | 475,834,579 |

| DENTON | County |
|--------|--------|
| | |

2022 CERTIFIED TOTALS

As of Certification

113,632,476

| Property C | Count: 307 | | C13 - LI | TTLE ELM TO er ARB Review T | OWN O | | 9/9/2022 | 1:18:00PM |
|--------------|------------------|-------------|------------|--------------------------------|---------|--|----------|-------------|
| Land | | | | | Value | | | |
| Homesite: | | | | 26,8 | 37,783 | | | |
| Non Homes | site: | | | 5,9 | 64,357 | | | |
| Ag Market: | | | | | 0 | | | |
| Timber Mar | rket: | | | | 0 | Total Land | (+) | 32,802,140 |
| Improveme | ent | | | | Value | | | |
| Homesite: | | | | 87,2 | 83,561 | | | |
| Non Homes | site: | | | | 0 | Total Improvements | (+) | 87,283,561 |
| Non Real | | | Count | | Value | | | |
| Personal Pi | roperty: | | 17 | 4,0 | 40,291 | | | |
| Mineral Pro | perty: | | 0 | | 0 | | | |
| Autos: | | | 0 | | 0 | Total Non Real | (+) | 4,040,291 |
| | | | | | | Market Value | = | 124,125,992 |
| Ag | | | Non Exempt | | Exempt | | | |
| | uctivity Market: | | 0 | | 0 | | | |
| Ag Use: | | | 0 | | 0 | Productivity Loss | (-) | 0 |
| Timber Use | | | 0 | | 0 | Appraised Value | = | 124,125,992 |
| Productivity | / Loss: | | 0 | | 0 | | | |
| | | | | | | Homestead Cap | (-) | 8,391,796 |
| | | | | | | Assessed Value | = | 115,734,196 |
| | | | | | | Total Exemptions Amount (Breakdown on Next Page) | (-) | 107,000 |
| | | | | | | Net Taxable | = | 115,627,196 |
| Freeze | Assessed | Taxable | Actual Tax | Coiling | Count | | | |
| DP | 291,500 | 281,500 | 940.27 | Ceiling 940.27 | Count 1 | | | |
| OV65 | 1,763,220 | 1,713,220 | 9,722.92 | 9,722.92 | 5 | | | |
| Total | 2,054,720 | 1,994,720 | 10,663.19 | 10,663.19 | 6 | Freeze Taxable | (-) | 1,994,720 |
| Tax Rate | 0.6439480 | .,55 .,, 25 | . 5,555.10 | . 5,555.10 | Ü | | ` ' | .,501,720 |
| | | | | | | | | |

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX 742,397.25 = 113,632,476 * (0.6439480 / 100) + 10,663.19

Certified Estimate of Market Value: 93,915,669
Certified Estimate of Taxable Value: 92,800,380

Tax Increment Finance Value: 0

Tax Increment Finance Levy:

0.00

Freeze Adjusted Taxable

Property Count: 307

2022 CERTIFIED TOTALS

As of Certification

C13 - LITTLE ELM TOWN OF Under ARB Review Totals

9/9/2022

1:19:51PM

Exemption Breakdown

| Exemption | Count | Local | State | Total |
|-----------|--------|--------|--------|---------|
| DP | 2 | 20,000 | 0 | 20,000 |
| DV1 | 1 | 0 | 5,000 | 5,000 |
| DV3 | 1 | 0 | 10,000 | 10,000 |
| DV4 | 1 | 0 | 12,000 | 12,000 |
| OV65 | 6 | 60,000 | 0 | 60,000 |
| | Totals | 80,000 | 27,000 | 107,000 |

C13/652968 Page 136 of 2408

2022 CERTIFIED TOTALS

As of Certification

C13 - LITTLE ELM TOWN OF

| Property Co | ount: 18,296 | | C13 - L1 | Grand Totals | OWNO | - | 9/9/2022 | 1:18:00PM |
|--------------|-----------------|-------------|----------------|--------------|----------|--|----------|---------------|
| Land | | | | | Value | | | |
| Homesite: | | | | 1,276,8 | 333,069 | | | |
| Non Homesi | te: | | | 752,4 | 169,187 | | | |
| Ag Market: | | | | 61,6 | 556,468 | | | |
| Timber Mark | et: | | | | 0 | Total Land | (+) | 2,090,958,724 |
| Improveme | nt | | | | Value | | | |
| Homesite: | | | | 4,232,4 | 186,213 | | | |
| Non Homesi | te: | | | 1,009,2 | 275,452 | Total Improvements | (+) | 5,241,761,665 |
| Non Real | | | Count | | Value | | | |
| Personal Pro | operty: | | 779 | 149,5 | 513,771 | | | |
| Mineral Prop | erty: | | 0 | | 0 | | | |
| Autos: | | | 0 | | 0 | Total Non Real | (+) | 149,513,771 |
| | | | | | | Market Value | = | 7,482,234,160 |
| Ag | | N | lon Exempt | | Exempt | | | |
| Total Produc | ctivity Market: | | 61,656,468 | | 0 | | | |
| Ag Use: | | | 49,359 | | 0 | Productivity Loss | (-) | 61,607,109 |
| Timber Use: | | | 0 | | 0 | Appraised Value | = | 7,420,627,051 |
| Productivity | Loss: | | 61,607,109 | | 0 | | | |
| | | | | | | Homestead Cap | (-) | 465,329,826 |
| | | | | | | Assessed Value | = | 6,955,297,225 |
| | | | | | | Total Exemptions Amount (Breakdown on Next Page) | (-) | 475,941,579 |
| | | | | | | Net Taxable | = | 6,479,355,646 |
| Freeze | Assessed | Taxable | Actual Tax | Ceiling | Count | | | |
| DP | 28,906,391 | 26,992,684 | 128,214.20 | 128,914.49 | 93 | | | |
| DPS | 669,987 | 669,987 | 3,282.03 | 3,282.03 | 2 | | | |
| OV65 | 422,918,395 | 396,769,316 | 1,873,815.91 | 1,888,351.52 | 1,352 | | | |
| Total | 452,494,773 | 424,431,987 | 2,005,312.14 | 2,020,548.04 | 1,447 | Freeze Taxable | (-) | 424,431,987 |
| Tax Rate | 0.6439480 | | | | | | | |
| Transfer | Assessed | Taxable | Post % Taxable | Adjustment | Count | | | |
| OV65 | 555,251 | , | 406,892 | 128,359 | 2 | | | |
| Total | 555,251 | 535,251 | 406,892 | 128,359 | 2 | Transfer Adjustment | (-) | 128,359 |
| | | | | | Freeze A | djusted Taxable | = | 6,054,795,300 |

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APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX 40,995,045.38 = 6,054,795,300 * (0.6439480 / 100) + 2,005,312.14

Certified Estimate of Market Value: 7,452,023,837 Certified Estimate of Taxable Value: 6,456,528,830

Tax Increment Finance Value: 0 Tax Increment Finance Levy: 0.00

C13/652968

Property Count: 18,296

2022 CERTIFIED TOTALS

As of Certification

C13 - LITTLE ELM TOWN OF Grand Totals

9/9/2022

1:19:51PM

Exemption Breakdown

| Exemption | Count | Local | State | Total |
|------------------|--------|------------|-------------|-------------|
| DP | 101 | 921,725 | 0 | 921,725 |
| DPS | 2 | 0 | 0 | 0 |
| DV1 | 58 | 0 | 355,000 | 355,000 |
| DV1S | 1 | 0 | 5,000 | 5,000 |
| DV2 | 37 | 0 | 327,000 | 327,000 |
| DV3 | 58 | 0 | 580,000 | 580,000 |
| DV4 | 248 | 0 | 1,320,000 | 1,320,000 |
| DV4S | 21 | 0 | 138,000 | 138,000 |
| DVHS | 179 | 0 | 65,294,180 | 65,294,180 |
| DVHSS | 10 | 0 | 2,043,921 | 2,043,921 |
| EX-XJ | 4 | 0 | 4,367,550 | 4,367,550 |
| EX-XL | 20 | 0 | 16,688,485 | 16,688,485 |
| EX-XR | 9 | 0 | 23,714,519 | 23,714,519 |
| EX-XU | 3 | 0 | 51,460 | 51,460 |
| EX-XV | 713 | 0 | 318,372,167 | 318,372,167 |
| EX-XV (Prorated) | 3 | 0 | 1,035,141 | 1,035,141 |
| EX366 | 104 | 0 | 83,969 | 83,969 |
| FR | 1 | 20,154,935 | 0 | 20,154,935 |
| LIH | 1 | 0 | 5,000,000 | 5,000,000 |
| OV65 | 1,587 | 15,011,565 | 0 | 15,011,565 |
| OV65S | 38 | 333,719 | 0 | 333,719 |
| PC | 5 | 136,243 | 0 | 136,243 |
| PPV | 1 | 7,000 | 0 | 7,000 |
| | Totals | 36,565,187 | 439,376,392 | 475,941,579 |

Property Count: 17,989

2022 CERTIFIED TOTALS

As of Certification

C13 - LITTLE ELM TOWN OF ARB Approved Totals

9/9/2022 1:19:51PM

State Category Breakdown

| State Cod | le Description | Count | Acres | New Value | Market Value | Taxable Value |
|-----------|-------------------------------|--------|------------|---------------|-----------------|-----------------|
| | | 14 | | \$0 | \$0 | \$0 |
| Α | SINGLE FAMILY RESIDENCE | 14,328 | 2,608.3601 | \$287,858,284 | \$5,311,648,613 | \$4,770,540,976 |
| В | MULTIFAMILY RESIDENCE | 153 | 201.5613 | \$41,695,657 | \$614,545,250 | \$613,241,325 |
| C1 | VACANT LOTS AND LAND TRACTS | 494 | 395.6429 | \$0 | \$99,730,568 | \$99,730,568 |
| D1 | QUALIFIED AG LAND | 38 | 538.6042 | \$0 | \$61,656,468 | \$49,359 |
| D2 | NON-QUALIFIED LAND | 11 | | \$0 | \$49,993 | \$49,993 |
| E | FARM OR RANCH IMPROVEMENT | 111 | 1,054.4427 | \$0 | \$102,625,652 | \$102,416,479 |
| F1 | COMMERCIAL REAL PROPERTY | 300 | 897.4363 | \$52,700,749 | \$572,234,006 | \$572,234,006 |
| J1 | WATER SYSTEMS | 1 | 0.1783 | \$0 | \$17,871 | \$17,871 |
| J2 | GAS DISTRIBUTION SYSTEM | 4 | | \$0 | \$6,121,980 | \$6,121,980 |
| J3 | ELECTRIC COMPANY (INCLUDING C | 9 | | \$0 | \$26,977,490 | \$26,977,490 |
| J4 | TELEPHONE COMPANY (INCLUDI | 23 | 3.4879 | \$50 | \$4,303,869 | \$4,303,869 |
| J7 | CABLE TELEVISION COMPANY | 3 | | \$0 | \$2,585,190 | \$2,585,190 |
| L1 | COMMERCIAL PERSONAL PROPE | 595 | | \$0 | \$64,295,273 | \$64,159,030 |
| L2 | INDUSTRIAL PERSONAL PROPERT | 4 | | \$0 | \$39,082,628 | \$18,927,693 |
| M1 | TANGIBLE OTHER PERSONAL, MOB | 596 | | \$217,469 | \$10,534,228 | \$10,159,783 |
| 0 | RESIDENTIAL INVENTORY | 873 | 130.1297 | \$12,259,429 | \$70,184,525 | \$70,051,572 |
| S | SPECIAL INVENTORY TAX | 3 | | \$0 | \$2,161,266 | \$2,161,266 |
| X | TOTALLY EXEMPT PROPERTY | 858 | 1,707.0094 | \$38,371,483 | \$369,353,298 | \$0 |
| | | Totals | 7,536.8528 | \$433,103,121 | \$7,358,108,168 | \$6,363,728,450 |

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Property Count: 307

2022 CERTIFIED TOTALS

As of Certification

C13 - LITTLE ELM TOWN OF Under ARB Review Totals

9/9/2022

1:19:51PM

State Category Breakdown

| State Co | de Description | Count | Acres | New Value | Market Value | Taxable Value |
|----------|------------------------------|--------|----------|-----------------|---------------|---------------------------|
| | | | | * 4 0 4 0 0 0 0 | **** | \$404.00 - 404 |
| Α | SINGLE FAMILY RESIDENCE | 280 | 55.6145 | \$4,210,666 | \$112,536,197 | \$104,037,401 |
| В | MULTIFAMILY RESIDENCE | 2 | 0.1969 | \$0 | \$479,960 | \$479,960 |
| C1 | VACANT LOTS AND LAND TRACTS | 3 | 17.9681 | \$0 | \$1,274,995 | \$1,274,995 |
| E | FARM OR RANCH IMPROVEMENT | 5 | 103.2912 | \$0 | \$5,562,102 | \$5,562,102 |
| L1 | COMMERCIAL PERSONAL PROPE | 17 | | \$0 | \$4,040,291 | \$4,040,291 |
| M1 | TANGIBLE OTHER PERSONAL, MOB | 1 | | \$0 | \$24,512 | \$24,512 |
| 0 | RESIDENTIAL INVENTORY | 1 | 1.3300 | \$0 | \$207,935 | \$207,935 |
| | | Totals | 178.4007 | \$4,210,666 | \$124,125,992 | \$115,627,196 |

C13/652968 Page 140 of 2408

Property Count: 18,296

2022 CERTIFIED TOTALS

As of Certification

C13 - LITTLE ELM TOWN OF Grand Totals

9/9/2022 1:19:51PM

State Category Breakdown

| State Code Description | | Count | Acres | New Value | Market Value | Taxable Value |
|------------------------|-------------------------------|--------|------------|---------------|-----------------|-----------------|
| - | | 14 | | \$0 | \$0 | \$0 |
| Α | SINGLE FAMILY RESIDENCE | 14,608 | 2,663.9746 | \$292,068,950 | \$5,424,184,810 | \$4,874,578,377 |
| В | MULTIFAMILY RESIDENCE | 155 | 201.7582 | \$41,695,657 | \$615,025,210 | \$613,721,285 |
| C1 | VACANT LOTS AND LAND TRACTS | 497 | 413.6110 | \$0 | \$101,005,563 | \$101,005,563 |
| D1 | QUALIFIED AG LAND | 38 | 538.6042 | \$0 | \$61,656,468 | \$49,359 |
| D2 | NON-QUALIFIED LAND | 11 | | \$0 | \$49,993 | \$49,993 |
| Е | FARM OR RANCH IMPROVEMENT | 116 | 1,157.7339 | \$0 | \$108,187,754 | \$107,978,581 |
| F1 | COMMERCIAL REAL PROPERTY | 300 | 897.4363 | \$52,700,749 | \$572,234,006 | \$572,234,006 |
| J1 | WATER SYSTEMS | 1 | 0.1783 | \$0 | \$17,871 | \$17,871 |
| J2 | GAS DISTRIBUTION SYSTEM | 4 | | \$0 | \$6,121,980 | \$6,121,980 |
| J3 | ELECTRIC COMPANY (INCLUDING C | 9 | | \$0 | \$26,977,490 | \$26,977,490 |
| J4 | TELEPHONE COMPANY (INCLUDI | 23 | 3.4879 | \$50 | \$4,303,869 | \$4,303,869 |
| J7 | CABLE TELEVISION COMPANY | 3 | | \$0 | \$2,585,190 | \$2,585,190 |
| L1 | COMMERCIAL PERSONAL PROPE | 612 | | \$0 | \$68,335,564 | \$68,199,321 |
| L2 | INDUSTRIAL PERSONAL PROPERT | 4 | | \$0 | \$39,082,628 | \$18,927,693 |
| M1 | TANGIBLE OTHER PERSONAL, MOB | 597 | | \$217,469 | \$10,558,740 | \$10,184,295 |
| 0 | RESIDENTIAL INVENTORY | 874 | 131.4597 | \$12,259,429 | \$70,392,460 | \$70,259,507 |
| S | SPECIAL INVENTORY TAX | 3 | | \$0 | \$2,161,266 | \$2,161,266 |
| X | TOTALLY EXEMPT PROPERTY | 858 | 1,707.0094 | \$38,371,483 | \$369,353,298 | \$0 |
| | | Totals | 7,715.2535 | \$437,313,787 | \$7,482,234,160 | \$6,479,355,646 |

C13/652968 Page 141 of 2408

Property Count: 17,989

2022 CERTIFIED TOTALS

As of Certification

C13 - LITTLE ELM TOWN OF ARB Approved Totals

9/9/2022 1:19:51PM

CAD State Category Breakdown

| State Cod | e Description | Count | Acres | New Value | Market Value | Taxable Value |
|-----------|---------------------------------|--------|-------------|---------------|-----------------|-----------------|
| A01 | BUILDER HOME PLANS - REFERENC | 5 | 0.6530 | \$0 | \$312,187 | \$312,187 |
| A022 | BUILDER HOME PLANS - REFERENC | 2 | | \$0 | \$0 | \$0 |
| A023 | BUILDER HOME PLANS - REFERENC | 301 | | \$0 | \$0 | \$0 |
| A1 | REAL, RESIDENTIAL, SINGLE-FAMIL | 13,384 | 2,357.5308 | \$284,706,964 | \$5,077,618,332 | \$4,564,296,860 |
| A2 | REAL, RESIDENTIAL, MOBILE HOME | 202 | 61.6906 | \$30,139 | \$17,748,194 | \$15,062,395 |
| A3 | WATERFRONT | 332 | 180.6365 | \$2,962,243 | \$172,518,116 | \$150,427,727 |
| A5 | TOWNHOMES | 108 | 6.0600 | \$158,938 | \$39,250,824 | \$36,664,571 |
| A6 | REAL, RESIDENTIAL GOLF COURSE | 9 | 1.7892 | \$0 | \$4,200,960 | \$3,777,236 |
| В | | 1 | 5.3000 | \$0 | \$5,000,000 | \$5,000,000 |
| B1 | REAL, RESIDENTIAL, APARTMENTS | 12 | 180.5664 | \$41,242,778 | \$569,016,139 | \$569,016,139 |
| B2 | REAL, RESIDENTIAL, DUPLEXES | 140 | 15.6949 | \$452,879 | \$40,529,111 | \$39,225,186 |
| C1 | REAL, VACANT PLATTED RESIDENTI | 333 | 77.7239 | \$0 | \$23,739,878 | \$23,739,878 |
| C2 | COMMERCIAL VACANT LOT | 111 | 276.8593 | \$0 | \$66,979,095 | \$66,979,095 |
| C3 | REAL VACANT LOT OUTSIDE CITY | 16 | 3.6300 | \$0 | \$937,964 | \$937,964 |
| C5 | WATERFRONT | 34 | 37.4297 | \$0 | \$8,073,631 | \$8,073,631 |
| D1 | QUALIFIED AG LAND | 38 | 538.6042 | \$0 | \$61,656,468 | \$49,359 |
| D2 | FARM AND RANCH IMPSS ON QUALI | 11 | | \$0 | \$49,993 | \$49,993 |
| E | | 3 | 6.1682 | \$0 | \$912,417 | \$912,417 |
| E1 | LAND AND IMPROVEMENTS (NON A | 29 | 40.8237 | \$0 | \$6,966,588 | \$6,758,177 |
| E3 | MOBILE HOMES ON NON AG QUALIF | 7 | 10.6930 | \$0 | \$701,517 | \$701,517 |
| E4 | VACANT NON QUALIFIED NON HOME | 90 | 996.7578 | \$0 | \$94,045,130 | \$94,044,368 |
| F1 | REAL COMMERCIAL | 192 | 411.0303 | \$26,195,053 | \$498,459,759 | \$498,459,759 |
| F3 | REAL - COMMERCIAL MH PARKS | 3 | | \$0 | \$27,283,371 | \$27,283,371 |
| F4 | REAL - COMMERCIAL OFFICE CONDC | 105 | 486.4060 | \$26,505,696 | \$46,490,876 | \$46,490,876 |
| J1 | REAL & TANGIBLE PERSONAL, UTIL | 1 | 0.1783 | \$0 | \$17,871 | \$17,871 |
| J2 | REAL & TANGIBLE PERSONAL, UTIL | 4 | | \$0 | \$6,121,980 | \$6,121,980 |
| J3 | REAL & TANGIBLE PERSONAL, UTIL | 9 | | \$0 | \$26,977,490 | \$26,977,490 |
| J4 | REAL & TANGIBLE PERSONAL, UTIL | 23 | 3.4879 | \$50 | \$4,303,869 | \$4,303,869 |
| J7 | REAL & TANGIBLE PERSONAL, UTIL | 3 | | \$0 | \$2,585,190 | \$2,585,190 |
| L1 | BPP TANGIBLE COMERCIAL PROPER | 414 | | \$0 | \$54,666,919 | \$54,530,676 |
| L2 | BPP TANGIBLE INDUSTRIAL PROPER | 4 | | \$0 | \$39,082,628 | \$18,927,693 |
| L3 | BPP TANGIBLE COMMERCIAL LEASE | 181 | | \$0 | \$9,628,354 | \$9,628,354 |
| M1 | MOBILE HOMES - PERSONAL PROPE | 596 | 0.4.00== | \$217,469 | \$10,534,228 | \$10,159,783 |
| OA1 | INVENTORY, RESIDENTIAL SINGLE F | 202 | 31.2255 | \$12,259,429 | \$32,087,979 | \$31,955,026 |
| OC1 | INVENTORY, VACANT PLATTED LOTS | 649 | 95.4862 | \$0 | \$36,880,728 | \$36,880,728 |
| OC3 | INVENTORY, VACANT LOTS, OUTSID | 22 | 3.4180 | \$0 | \$1,215,818 | \$1,215,818 |
| PLAN | ODEOLAL INVENTORY | 14 | | \$0 | \$0 | \$0 |
| S | SPECIAL INVENTORY | 3 | 4 707 000 1 | \$0 | \$2,161,266 | \$2,161,266 |
| Х | | 858 | 1,707.0094 | \$38,371,483 | \$369,353,298 | \$0 |
| | | Totals | 7,536.8528 | \$433,103,121 | \$7,358,108,168 | \$6,363,728,450 |

C13/652968 Page 142 of 2408

Property Count: 307

2022 CERTIFIED TOTALS

As of Certification

C13 - LITTLE ELM TOWN OF Under ARB Review Totals

9/9/2022

1:19:51PM

CAD State Category Breakdown

| State Cod | le Description | Count | Acres | New Value | Market Value | Taxable Value |
|-----------|---------------------------------|--------|----------|-------------|---------------|---------------|
| A1 | REAL, RESIDENTIAL, SINGLE-FAMIL | 272 | 50.5866 | \$3,862,108 | \$107,878,479 | \$99,478,370 |
| A2 | REAL, RESIDENTIAL, MOBILE HOME | 1 | 0.1540 | \$0 | \$134,389 | \$134,389 |
| A3 | WATERFRONT | 6 | 4.8039 | \$348,558 | \$4,121,416 | \$4,022,729 |
| A5 | TOWNHOMES | 1 | 0.0700 | \$0 | \$401,913 | \$401,913 |
| B2 | REAL, RESIDENTIAL, DUPLEXES | 2 | 0.1969 | \$0 | \$479,960 | \$479,960 |
| C1 | REAL, VACANT PLATTED RESIDENTI | 1 | 1.1400 | \$0 | \$198,632 | \$198,632 |
| C2 | COMMERCIAL VACANT LOT | 2 | 16.8281 | \$0 | \$1,076,363 | \$1,076,363 |
| E1 | LAND AND IMPROVEMENTS (NON A | 4 | 3.5822 | \$0 | \$664,795 | \$664,795 |
| E4 | VACANT NON QUALIFIED NON HOME | 3 | 99.7090 | \$0 | \$4,897,307 | \$4,897,307 |
| L1 | BPP TANGIBLE COMERCIAL PROPER | 2 | | \$0 | \$888,381 | \$888,381 |
| L3 | BPP TANGIBLE COMMERCIAL LEASE | 15 | | \$0 | \$3,151,910 | \$3,151,910 |
| M1 | MOBILE HOMES - PERSONAL PROPE | 1 | | \$0 | \$24,512 | \$24,512 |
| OC1 | INVENTORY, VACANT PLATTED LOTS | 1 | 1.3300 | \$0 | \$207,935 | \$207,935 |
| | | Totals | 178.4007 | \$4,210,666 | \$124,125,992 | \$115,627,196 |

C13/652968 Page 143 of 2408

Property Count: 18,296

2022 CERTIFIED TOTALS

As of Certification

C13 - LITTLE ELM TOWN OF Grand Totals

9/9/2022 1:19:51PM

CAD State Category Breakdown

| | | | • • | | | |
|-----------|---------------------------------|--------|-------------|---------------|-----------------|-----------------|
| State Cod | e Description | Count | Acres | New Value | Market Value | Taxable Value |
| A01 | BUILDER HOME PLANS - REFERENC | 5 | 0.6530 | \$0 | \$312,187 | \$312,187 |
| A022 | BUILDER HOME PLANS - REFERENC | 2 | | \$0 | \$0 | \$0 |
| A023 | BUILDER HOME PLANS - REFERENC | 301 | | \$0 | \$0 | \$0 |
| A1 | REAL, RESIDENTIAL, SINGLE-FAMIL | 13,656 | 2,408.1174 | \$288,569,072 | \$5,185,496,811 | \$4,663,775,230 |
| A2 | REAL, RESIDENTIAL, MOBILE HOME | 203 | 61.8446 | \$30,139 | \$17,882,583 | \$15,196,784 |
| A3 | WATERFRONT | 338 | 185.4404 | \$3,310,801 | \$176,639,532 | \$154,450,456 |
| A5 | TOWNHOMES | 109 | 6.1300 | \$158,938 | \$39,652,737 | \$37,066,484 |
| A6 | REAL, RESIDENTIAL GOLF COURSE | 9 | 1.7892 | \$0 | \$4,200,960 | \$3,777,236 |
| В | | 1 | 5.3000 | \$0 | \$5,000,000 | \$5,000,000 |
| B1 | REAL, RESIDENTIAL, APARTMENTS | 12 | 180.5664 | \$41,242,778 | \$569,016,139 | \$569,016,139 |
| B2 | REAL, RESIDENTIAL, DUPLEXES | 142 | 15.8918 | \$452,879 | \$41,009,071 | \$39,705,146 |
| C1 | REAL, VACANT PLATTED RESIDENTI | 334 | 78.8639 | \$0 | \$23,938,510 | \$23,938,510 |
| C2 | COMMERCIAL VACANT LOT | 113 | 293.6874 | \$0 | \$68,055,458 | \$68,055,458 |
| C3 | REAL VACANT LOT OUTSIDE CITY | 16 | 3.6300 | \$0 | \$937,964 | \$937,964 |
| C5 | WATERFRONT | 34 | 37.4297 | \$0 | \$8,073,631 | \$8,073,631 |
| D1 | QUALIFIED AG LAND | 38 | 538.6042 | \$0 | \$61,656,468 | \$49,359 |
| D2 | FARM AND RANCH IMPSS ON QUALI | 11 | | \$0 | \$49,993 | \$49,993 |
| E | | 3 | 6.1682 | \$0 | \$912,417 | \$912,417 |
| E1 | LAND AND IMPROVEMENTS (NON A | 33 | 44.4059 | \$0 | \$7,631,383 | \$7,422,972 |
| E3 | MOBILE HOMES ON NON AG QUALIF | 7 | 10.6930 | \$0 | \$701,517 | \$701,517 |
| E4 | VACANT NON QUALIFIED NON HOME | 93 | 1,096.4668 | \$0 | \$98,942,437 | \$98,941,675 |
| F1 | REAL COMMERCIAL | 192 | 411.0303 | \$26,195,053 | \$498,459,759 | \$498,459,759 |
| F3 | REAL - COMMERCIAL MH PARKS | 3 | | \$0 | \$27,283,371 | \$27,283,371 |
| F4 | REAL - COMMERCIAL OFFICE CONDC | 105 | 486.4060 | \$26,505,696 | \$46,490,876 | \$46,490,876 |
| J1 | REAL & TANGIBLE PERSONAL, UTIL | 1 | 0.1783 | \$0 | \$17,871 | \$17,871 |
| J2 | REAL & TANGIBLE PERSONAL, UTIL | 4 | | \$0 | \$6,121,980 | \$6,121,980 |
| J3 | REAL & TANGIBLE PERSONAL, UTIL | 9 | | \$0 | \$26,977,490 | \$26,977,490 |
| J4 | REAL & TANGIBLE PERSONAL, UTIL | 23 | 3.4879 | \$50 | \$4,303,869 | \$4,303,869 |
| J7 | REAL & TANGIBLE PERSONAL, UTIL | 3 | | \$0 | \$2,585,190 | \$2,585,190 |
| L1 | BPP TANGIBLE COMERCIAL PROPER | 416 | | \$0 | \$55,555,300 | \$55,419,057 |
| L2 | BPP TANGIBLE INDUSTRIAL PROPER | 4 | | \$0 | \$39,082,628 | \$18,927,693 |
| L3 | BPP TANGIBLE COMMERCIAL LEASE | 196 | | \$0 | \$12,780,264 | \$12,780,264 |
| M1 | MOBILE HOMES - PERSONAL PROPE | 597 | | \$217,469 | \$10,558,740 | \$10,184,295 |
| OA1 | INVENTORY, RESIDENTIAL SINGLE F | 202 | 31.2255 | \$12,259,429 | \$32,087,979 | \$31,955,026 |
| OC1 | INVENTORY, VACANT PLATTED LOTS | 650 | 96.8162 | \$0 | \$37,088,663 | \$37,088,663 |
| OC3 | INVENTORY, VACANT LOTS, OUTSID | 22 | 3.4180 | \$0 | \$1,215,818 | \$1,215,818 |
| PLAN | | 14 | | \$0 | \$0 | \$0 |
| S | SPECIAL INVENTORY | 3 | 4 707 000 1 | \$0 | \$2,161,266 | \$2,161,266 |
| Х | | 858 | 1,707.0094 | \$38,371,483 | \$369,353,298 | \$0 |
| | | Totals | 7,715.2535 | \$437,313,787 | \$7,482,234,160 | \$6,479,355,646 |



Date: 09/27/2022

Agenda Item #: 6. I.

Department: Economic Development Corporation

Strategic Goal: Maintain operational integrity and viability **Staff Contact:** Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Consider Action to Approve the Two (2) recommended Appointments for Little Elm Economic Development Corporation's Board of Directors.

DESCRIPTION:

There are two (2) open positions to the EDC Board of Directors. Both terms are three (3) year terms beginning October 1, 2022, through September 30, 2025.

Selection Committee: Mayor Curtis J. Cornelious, Mayor Pro Tem Lisa G. Norman, and Council Liaison Michael McClellan. Interviews were conducted on Tuesday, August 30th.

It is recommended that **Marce Ward and Jack Gregg** be re-appointed to the EDC Board of Directors to serve another three (3) year term.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.



Date: 09/27/2022

Agenda Item #: 6. J.

Department: Administrative Services

Strategic Goal: Maintain operational integrity and viability

Staff Contact: Doug Peach, Deputy Town Manager

AGENDA ITEM:

Consider Action to Approve Resolution 0927202202 Approving a Negotiated Settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division regarding the Company's 2022 Rate Review Mechanism Filing.

DESCRIPTION:

The Town, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2022, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2021, entitled it to additional system-wide revenues of \$141.3 million.

Application of the standards set forth in ACSC's RRM Tariff reduces the Company's request to \$115 million, \$83.26 million of which would be applicable to ACSC members. ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be \$95.8 million instead of the claimed \$141.3 million.

The Executive Committee recommends a settlement at \$115 million. The Effective Date for new rates is October 1, 2022. ACSC members should take action approving the Resolution/Ordinance before September 30, 2022.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Resolution No. 0927202202 Staff Report Average Bill Pension Benchmark Tariffs

RESOLUTION NO. 0927202202

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF ELM, TEXAS, **APPROVING NEGOTIATED** A SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2022 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT: ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

WHEREAS, the Town of Little Elm, Texas ("Town") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the Town is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of similarly-situated cities served by Atmos Mid-Tex ("ACSC Cities") that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program ("GRIP") process instituted by the

Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the Town in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2022, Atmos Mid-Tex filed its 2022 RRM rate request with ACSC Cities based on a test year ending December 31, 2021; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2022 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$115 million on a system-wide basis with an Effective Date of October 1, 2022; and

WHEREAS, ACSC agrees that Atmos' plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

Section 1. That the findings set forth in this Resolution are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the Town Council finds that the settled amount of an increase in revenues of \$115 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2022 RRM filing, is in the public interest, and is consistent with the Town's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$115 on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

Section 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2022 RRM filing.

Section 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

Section 8. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 10. That consistent with the Town Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2022.

Section 11. That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

RESOLUTION NO. 0927202202

| | VED BY THE TOWN COUNCIL OF THE TOWN O |
|-------------------------------|---------------------------------------|
| | Curtis J. Cornelious, Mayor |
| ATTEST: | |
| Caitlan Biggs, Town Secretary | |
| APPROVED AS TO FORM: | |
| Robert Brown, Town Attorney | |

STAFF REPORT FOR RESOLUTION

BACKGROUND AND SUMMARY

The Town, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2022, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2021, entitled it to additional system-wide revenues of \$141.3 million.

Application of the standards set forth in ACSC's RRM Tariff reduces the Company's request to \$115 million, \$83.26 million of which would be applicable to ACSC members. ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be \$95.8 million instead of the claimed \$141.3 million.

The Executive Committee recommends a settlement at \$115 million. The Effective Date for new rates is October 1, 2022. ACSC members should take action approving the Resolution/Ordinance before September 30, 2022.

RATE TARIFFS

Atmos generated rate tariffs attached to the Resolution/Ordinance will generate \$115 million in additional revenues. Atmos also prepared a Proof of Revenues supporting the settlement figures.

ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

BILL IMPACT

The impact of the settlement on average residential rates is an increase of \$4.60 on a monthly basis, or 6.7 percent. The increase for average commercial usage will be \$14.34 or 4.3 percent. Atmos provided bill impact comparisons containing these figures.

SUMMARY OF ACSC'S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When

new rates become effective on October 1, 2022, ACSC residents will maintain an economic monthly advantage over GRIP and DARR rates.

Comparison to Other Mid-Tex Rates (Residential)

| | Average Bill | Compared to RRM Cities |
|--------------------|--------------|------------------------|
| RRM Cities: | \$73.22 | - |
| DARR: | \$71.96 | (\$1.26) |
| ATM Cities: | \$78.72 | \$5.50 |
| Environs: | \$78.53 | \$5.31 |

Note: DARR rate is as-filed 1/22/22. Also note that DARR uses a test year ending in September rather than December.

EXPLANATION OF "BE IT RESOLVED" PARAGRAPHS:

- 1. This section approves all findings in the Resolution/Ordinance.
- 2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
- 3. This section makes it clear that Cities may challenge future costs associated with gas leaks like the explosion in North Dallas or the evacuation in Georgetown.
- 4. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional \$115 million from ACSC Cities.
- 5. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
- 6. This section requires the Company to reimburse the Town for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Resolution/Ordinance approving new rate tariffs.
- 7. This section repeals any resolution or ordinance that is inconsistent with the Resolution/Ordinance.

- 8. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
- 9. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution/Ordinance. This section further directs that the remaining provisions of the Resolution/Ordinance are to be interpreted as if the offending section or clause never existed.
- 10. This section provides for an effective date upon passage.
- 11. This section directs that a copy of the signed Resolution/Ordinance be sent to a representative of the Company and legal counsel for ACSC.

CONCLUSION

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover \$141.3 million in additional system-wide revenues, the RRM settlement at \$115 million for ACSC Cities reflects substantial savings to ACSC Cities. Settlement at \$115 million is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution/Ordinance before September 30, 2022. New rates become effective October 1, 2022.

ATMOS ENERGY CORP., MID-TEX DIVISION AVERAGE BILL COMPARISON - BASE RATES TEST YEAR ENDING DECEMBER 31, 2021

| Line | ı | | | | | | | | | | |
|------|----------------------|-------|----|--------|---|---|-----------|-----|----------|-----|--------|
| No. | _ | | | | | | | | | | |
| 1 | Rate R @ 43.8 Ccf | | | | | | Current | | Proposed | Cha | ange |
| 2 | Customer charge | | | | | | \$ 20.85 | | | | |
| 3 | Consumption charge | 43.8 | | CCF | X \$ 0.27979 | = | 12.25 | | | | |
| 4 | Rider GCR Part A | 43.8 | | CCF | X \$ 0.35744 | = | 15.66 | | | | |
| 5 | Rider GCR Part B | 43.8 | | CCF | X \$ 0.35918 | = | 15.73 | | | | |
| 6 | Subtotal | | | | | | \$ 64.49 | | | | |
| 7 | Rider FF & Rider TAX | | \$ | 64.49 | X 0.06408 | = | 4.13 | | | | |
| 8 | Total | | | | | | \$ 68.62 | | | | |
| 9 | | | | | | | | | | | |
| 10 | Customer charge | | | | | | | \$ | 21.55 | | |
| 11 | Consumption charge | 43.8 | | CCF | X \$ 0.36223 | = | | | 15.87 | | |
| 12 | Rider GCR Part A | 43.8 | | CCF | X \$ 0.35744 | = | | | 15.66 | | |
| 13 | Rider GCR Part B | 43.8 | | CCF | X \$ 0.35918 | = | | | 15.73 | | |
| 14 | Subtotal | | | | | | | \$ | 68.81 | | |
| 15 | Rider FF & Rider TAX | | \$ | 68.81 | X 0.06408 | = | | | 4.41 | | |
| 16 | Total | | | | | | | \$ | 73.22 | \$ | 4.60 |
| 17 | | | | | | | | === | | | 6.71% |
| 18 | | | | | | | | | | | |
| 19 | Rate C @ 345.7 Ccf | | | | | | Current | | Proposed | Cha | ange |
| 20 | Customer charge | | | | | | \$ 56.50 | | • | | |
| 21 | Consumption charge | 345.7 | | CCF | X \$ 0.12263 | = | 42.39 | | | | |
| 22 | Rider GCR Part A | 345.7 | | CCF | X \$ 0.35744 | = | 123.56 | | | | |
| 23 | Rider GCR Part B | 345.7 | | CCF | X \$ 0.26532 | = | 91.71 | | | | |
| 24 | Subtotal | | | | | | \$ 314.16 | | | | |
| 25 | Rider FF & Rider TAX | | \$ | 314.16 | X 0.06408 | = | 20.13 | | | | |
| 26 | Total | | | | | | \$ 334.29 | | | | |
| 27 | | | | | | | | | | | |
| 28 | Customer charge | | | | | | | \$ | 63.50 | | |
| 29 | Consumption charge | 345.7 | | CCF | X \$ 0.14137 | = | | * | 48.87 | | |
| 30 | Rider GCR Part A | 345.7 | | CCF | X \$ 0.35744 | = | | | 123.56 | | |
| 31 | Rider GCR Part B | 345.7 | | CCF | X \$ 0.26532 | = | | | 91.71 | | |
| 32 | Subtotal | | | | * | | | \$ | 327.64 | | |
| 33 | Rider FF & Rider TAX | | \$ | 327.64 | X 0.06408 | = | | * | 20.99 | | |
| 34 | Total | | * | | | | | \$ | | \$ | 14.34 |
| 35 | | | | | | | | | | , | 4.29% |
| 00 | | | | | | | | | | | 1.20/0 |

ATMOS ENERGY CORP., MID-TEX DIVISION AVERAGE BILL COMPARISON - BASE RATES TEST YEAR ENDING DECEMBER 31, 2021

| Line | | | | | | | | | | |
|------|----------------------|-------|--------------|-------|---------|-----|-----------|----|-----------|-----------|
| No. | | | | | | | | | | |
| 36 | Rate I @ 4278 MMBTU | | | | | | Current | F | Proposed | Change |
| 37 | Customer charge | | | | | \$ | 1,054.75 | | | |
| 38 | Consumption charge | 1,500 | MMBTU | X \$ | 0.4330 | = | 649.50 | | | |
| 39 | Consumption charge | 2,778 | MMBTU | X \$ | 0.3171 | = | 880.80 | | | |
| 40 | Consumption charge | 0 | MMBTU | X \$ | 0.0680 | = | - | | | |
| 41 | Rider GCR Part A | 4,278 | MMBTU | X \$ | 3.4906 | = | 14,931.86 | | | |
| 42 | Rider GCR Part B | 4,278 | MMBTU | X \$ | 0.5485 | = | 2,346.33 | | | |
| 43 | Subtotal | | | | | \$ | 19,863.24 | | | |
| 44 | Rider FF & Rider TAX | | \$ 19,863.24 | X 0.0 | 6408 | = | 1,272.82 | | | |
| 45 | Total | | | | | \$ | 21,136.06 | | | |
| 46 | | | | | | | | | | |
| 47 | Customer charge | | | | | | | \$ | 1,204.50 | |
| 48 | Consumption charge | 1,500 | MMBTU | X \$ | 0.4939 | = | | | 740.85 | |
| 49 | Consumption charge | 2,778 | MMBTU | X \$ | 0.3617 | = | | | 1,004.69 | |
| 50 | Consumption charge | 0 | MMBTU | X \$ | 0.0776 | = | | | - | |
| 51 | Rider GCR Part A | 4,278 | MMBTU | X \$ | 3.4906 | = | | | 14,931.86 | |
| 52 | Rider GCR Part B | 4,278 | MMBTU | X \$ | 0.5485 | = | | | 2,346.33 | |
| 53 | Subtotal | -, | | • • • | | | | \$ | 20,228.23 | |
| 54 | Rider FF & Rider TAX | | \$ 20,228.23 | X 0.0 | 6408 | = | | • | 1,296.21 | |
| 55 | Total | | * -, - | | | | | \$ | | \$ 388.38 |
| 56 | | | | | | | | | ,- | 1.84% |
| 57 | Rate T @ 4278 MMBTU | | | | | | Current | | Proposed | Change |
| 58 | Customer charge | | | | | \$ | 1,054.75 | | Торозси | Onlange |
| 59 | Consumption charge | 1,500 | MMBTU | X \$ | 0.4330 | = Ψ | 649.50 | | | |
| 60 | Consumption charge | 2,778 | MMBTU | X \$ | 0.3171 | = | 880.80 | | | |
| 61 | Consumption charge | 0 | MMBTU | X \$ | 0.0680 | = | - | | | |
| 62 | Rider GCR Part B | 4,278 | MMBTU | X \$ | 0.5485 | = | 2,346.33 | | | |
| 63 | Subtotal | • | | | | \$ | 4,931.38 | | | |
| 64 | Rider FF & Rider TAX | | \$ 4,931.38 | X 0.0 | 6408 | = . | 316.00 | | | |
| 65 | Total | | . , | | | \$ | 5,247.38 | | | |
| 66 | | | | | | | | | | |
| 67 | Customer charge | | | | | | | \$ | 1,204.50 | |
| 68 | Consumption charge | 1,500 | MMBTU | X \$ | 0.4939 | = | | Ψ | 740.85 | |
| 69 | Consumption charge | 2,778 | MMBTU | X \$ | 0.3617 | = | | | 1,004.69 | |
| 70 | Consumption charge | 0 | MMBTU | X \$ | 0.0776 | = | | | 1,004.00 | |
| 71 | Rider GCR Part B | 4,278 | MMBTU | X \$ | 0.5485 | = | | | 2,346.33 | |
| 72 | Subtotal | 4,270 | WIIWIDTO | ΛΨ | 0.0400 | _ | | \$ | 5,296.37 | |
| 73 | Rider FF & Rider TAX | | \$ 5,296.37 | X 0.0 | 6408 | = | | Ψ | 339.39 | |
| 74 | Total | | Ψ 0,200.01 | Λ 0.0 | U T U U | _ | | \$ | | \$ 388.38 |
| 75 | i otai | | | | | | | Ψ | 0,000.70 | 7.40% |
| 10 | | | | | | | | | | 7.40% |

ATMOS ENERGY CORP., MID-TEX DIVISION PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL TEST YEAR ENDING DECEMBER 31, 2021

| | | | Shared Services | | | Mid-Tex Direct | | | | | | | |
|------|--|----|-----------------|----|-------------|----------------|--------------|-----|-----------------|----|-------------|----|-----------|
| | | | Post- | | | | Supplemental | | Post- | | | | |
| Line | | | Pension | Er | nployment | | Pension | Exe | ecutive Benefit | En | nployment | Ad | justment |
| No. | Description | Ac | count Plan | В | enefit Plan | A | ccount Plan | | Plan | Ве | enefit Plan | | Total |
| | (a) | | (b) | | (c) | | (d) | | (e) | | (f) | | (g) |
| | Proposed Benefits Benchmark - Fiscal Year 2022 Willis Towers Watson | | | | | | | | | | | | |
| 1 | Report as adjusted (1) (2) (3) | \$ | 1,715,323 | \$ | 982,708 | \$ | 3,137,022 | \$ | 313,319 | \$ | (341,412) | | |
| 2 | Allocation to Mid-Tex | * | 44.72% | * | 44.72% | * | 76.88% | | 100.00% | • | 76.88% | | |
| 3 | Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2) | \$ | 767,038 | \$ | 439,436 | \$ | 2,411,882 | | 313,319 | \$ | (262,493) | | |
| 4 | O&M and Capital Allocation Factor | | 100.00% | | 100.00% | | 100.00% | | 100.00% | | 100.00% | | |
| 5 | Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4) (3) | \$ | 767,038 | \$ | 439,436 | \$ | 2,411,882 | \$ | 313,319 | \$ | (262,493) | \$ | 3,669,182 |
| 6 | | | | | | | | | | | | | |
| 7 | | | | | | | | | | | | | |
| 8 | Summary of Costs to Approve (1): | | | | | | | | | | | | |
| 9 | | | | | | | | | | | | | |
| 10 | O&M Expense Factor (WP_F-2.3, Ln 2) | | 79.88% | | 79.88% | | 38.60% | | 11.00% | | 38.60% | | |
| 11 | | | | | | | | | | | | | |
| 12 | | | | | | | | | | | | | |
| 13 | Total Pension Account Plan | \$ | 612,700 | | | \$ | 931,100 | | | | | \$ | 1,543,800 |
| 14 | Total Post-Employment Benefit Plan | | | \$ | 351,016 | | | | | \$ | (101,335) | | 249,681 |
| 15 | Total Supplemental Executive Benefit Plan | | | | | | | \$ | 34,465 | | | | 34,465 |
| 16 | Total (Ln 13 + Ln 14 + Ln 15) | \$ | 612,700 | \$ | 351,016 | \$ | 931,100 | \$ | 34,465 | \$ | (101,335) | \$ | 1,827,946 |
| 17 | | | | | | | | | | | | | |

¹⁸ Notes:

^{19 1.} Studies not applicable to Mid-Tex or Shared Services are omitted.

^{2.} Mid-Tex is proposing that the Fiscal Year 2022 Willis Towers Watson actuarial amounts shown on WP_F-2.3 and WP_F-2.3.1, be approved by the RRM Cities as the benchmark amounts to be used to calculate the regulatory asset or liability for future periods. The benchmark amount approved by the RRM Cities for future periods includes only the expense amount.

²⁰ The amount attributable to capital is recorded to utility plant through the overhead process as described in the CAM.

^{21 3.} SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.

| RATE SCHEDULE: | R – RESIDENTIAL SALES | | | | | |
|-----------------|--|--|--|--|--|--|
| APPLICABLE TO: | ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF | | | | | |
| EFFECTIVE DATE: | Bills Rendered on or after 10/01/2022 | | | | | |

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

| Charge | Amount | | | |
|-----------------------------------|--------------------------------|--|--|--|
| Customer Charge per Bill | \$ 21.55 per month | | | |
| Rider CEE Surcharge | \$ 0.05 per month ¹ | | | |
| Total Customer Charge | \$ 21.60 per month | | | |
| Commodity Charge – All <u>Ccf</u> | \$0.36223 per Ccf | | | |

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2022.

| RATE SCHEDULE: | C - COMMERCIAL SALES | | | | |
|-----------------|--|--|--|--|--|
| APPLICABLE TO: | ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF | | | | |
| EFFECTIVE DATE: | Bills Rendered on or after 10/01/2022 | | | | |

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

| Charge | Amount | |
|--|----------------------------------|--|
| Customer Charge per Bill \$63.50 per month | | |
| Rider CEE Surcharge | (\$ 0.01) per month ¹ | |
| Total Customer Charge | \$ 63.49 per month | |
| Commodity Charge – All Ccf | \$ 0.14137 per Ccf | |

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2022.

| RATE SCHEDULE: | I – INDUSTRIAL SALES | |
|-----------------|--|--|
| APPLICABLE TO: | ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF | |
| EFFECTIVE DATE: | Bills Rendered on or after 10/01/2022 | |

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

| Charge | Amount |
|------------------------------|-----------------------|
| Customer Charge per Meter | \$ 1,204.50 per month |
| First 0 MMBtu to 1,500 MMBtu | \$ 0.4939 per MMBtu |
| Next 3,500 MMBtu | \$ 0.3617 per MMBtu |
| All MMBtu over 5,000 MMBtu | \$ 0.0776 per MMBtu |

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

| RATE SCHEDULE: | I – INDUSTRIAL SALES | |
|-----------------|--|--|
| APPLICABLE TO: | ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF | |
| EFFECTIVE DATE: | Bills Rendered on or after 10/01/2022 | |

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

| RATE SCHEDULE: | T – TRANSPORTATION | |
|-----------------|--|--|
| APPLICABLE TO: | ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF | |
| EFFECTIVE DATE: | Bills Rendered on or after 10/01/2022 | |

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

| Charge | Amount | |
|------------------------------|-----------------------|--|
| Customer Charge per Meter | \$ 1,204.50 per month | |
| First 0 MMBtu to 1,500 MMBtu | \$ 0.4939 per MMBtu | |
| Next 3,500 MMBtu | \$ 0.3617 per MMBtu | |
| All MMBtu over 5,000 MMBtu | \$ 0.0776 per MMBtu | |

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

| RATE SCHEDULE: | T – TRANSPORTATION | |
|-----------------|--|--|
| APPLICABLE TO: | ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF | |
| EFFECTIVE DATE: | Bills Rendered on or after 10/01/2022 | |

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

| RII | DER: | WNA – WEATHER NORMALIZATION ADJUSTMENT | |
|-----|---------------|--|--|
| AF | PPLICABLE TO: | ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF | |
| EF | FECTIVE DATE: | Bills Rendered on or after 10/01/2022 | |

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

The Weather Normalization Adjustment for the jth customer in ith rate schedule is computed as:

$$WNA_i = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the jth customer in ith rate schedule.

| RIDER: | WNA – WEATHER NORMALIZATION ADJUSTMENT | |
|-----------------|--|--|
| APPLICABLE TO: | ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF | |
| EFFECTIVE DATE: | Bills Rendered on or after 10/01/2022 | |

Base Use/Heat Use Factors

| | <u>Residential</u> | | Commercia | <u>al</u> |
|------------------|--------------------|----------|------------|----------------|
| | Base use | Heat use | Base use | Heat use |
| Weather Station | <u>Ccf</u> | Ccf/HDD | <u>Ccf</u> | <u>Ccf/HDD</u> |
| Abilene | 10.58 | 0.1422 | 88.85 | 0.6666 |
| Austin | 9.90 | 0.1372 | 233.56 | 0.7819 |
| Dallas | 14.17 | 0.1938 | 186.38 | 0.9394 |
| Waco | 10.07 | 0.1308 | 140.10 | 0.7170 |
| Wichita Falls | 11.43 | 0.1398 | 131.57 | 0.5610 |

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.