



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

Tuesday, December 6, 2022

6:00 PM

Little Elm Town Hall

100 W Eldorado Parkway, Little Elm, TX 75068

1. **Call to Order Council Workshop at 6:00 p.m.**
 - A. Present and Discuss the **2023 Council Meeting Calendar**.
 - B. Present and Discuss an **Update on the Lakeside Sports Complex**.
2. **Roll Call/Call to Order Regular Town Council Immediately Following Council Workshop.**
 - A. Invocation.
 - B. Pledge to Flags.
 - C. Items to be Withdrawn from Consent Agenda.
 - D. Emergency Items if Posted.
 - E. Request by the Town Council for Items to be Placed on a Future Agenda for Discussion and Recognition of Excused Absences.

F. **Presentation of Monthly Updates.**

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

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

3. **Presentations.**

A. Present a **Proclamation Declaring December 2022 as Christian Heritage Month.**

B. Present **Town Manager Challenge Coins.**

4. **Public Comments**

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

5. **Consent Agenda**

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

A. Consider Action to Approve the **Minutes from the November 15, 2022, Regular Town Council Meeting.**

B. Consider Action to Approve **Resolution No. 1206202201 Adopting Criteria for Use in Creating Town Council Districts.**

- C. Consider Action to Approve a **Professional Services Agreement with Kimley-Horn and Associates, Inc., for the Sanitary Sewer Basins 6 and 7 Manhole Condition Assessment in an Amount not to Exceed \$73,200.**
- D. Consider Action to Approve **Ordinance No. 1693 Amending the Fiscal Year 2021-2022 Annual Budget in Accordance with Existing Statutory Requirements; Appropriating the Various Amounts Herein; Repealing all prior Ordinances and Actions in conflict herewith; and Providing for an Effective Date.**
- E. Consider Action to Approve **Ordinance No. 1694 Amending the Fiscal Year 2022-2023 Annual Budget in Accordance with Existing Statutory Requirements; Appropriating the Various Amounts Herein; Repealing all Prior Ordinances and Actions in Conflict herewith; and Providing for an Effective Date.**
- F. Consider Action to Award **Request for Proposal 2023-09 for an Annual Drone Light Show Attraction to FlyLight Drones, LLC, in an estimated annual amount of \$20,000 plus revenue share.**
- G. Consider Action to Approve **Change Order #1 to the Construction Contract with AUI Partners regarding the Lakeside Sports Complex Project.**
- H. Consider Action to Approve the **Interlocal Cooperation Agreement for Library Services between Denton County, Texas and the Town of Little Elm, Texas.**

6. **Regular Items.**

- A. Continue the Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1692 Regarding a Proposed Text Amendment to Chapter 106, Zoning Ordinance, by Amending Sec. 106.01.14 - Land Use Definitions, in Order to Establish a Definition for "Family".**

Open Public Hearing: Public Hearing opened November 15, 2022 at 7:13 p.m.

Receive Public Comments:

Close Public Hearing:

Take Action on Ordinance No. 1692:

- B. Present, Discuss, and Consider Action to Approve **Ordinance No. 1697 Adopting a New Redistricting Plan and Revising Town Council Member Electoral District Boundaries to Rebalance the Population Between the Electoral Districts Based on the 2022 Census; Providing for Certain Findings of Fact; Adopting and Correcting the Official Council Electoral District Map; Providing Notice to Denton County; and Providing an Effective Date.**

- C. Present, Discuss, and Consider Action on **Ordinance 1698 Amending the Little Elm Youth Council By-Laws.**

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).
- 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).
- 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 2nd day of December 2022 before 5:00 p.m.



Date: 12/06/2022
Agenda Item #: 1. A.
Department: Administrative Services
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Present and Discuss the **2023 Council Meeting Calendar**.

DESCRIPTION:

Town staff requests direction from Town Council regarding the following regularly scheduled Council meetings and the desire to reschedule and/or cancel them:

- January 2
- March 21 (Denton County Days)
- July 4
- November 21 (Thanksgiving Week)

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff requests direction from Town Council.



Date: 12/06/2022
Agenda Item #: 1. B.
Department: Administrative Services
Strategic Goal: Maximize community recreation and leisure activities
Staff Contact: Wesley Brandon, Town Engineer

AGENDA ITEM:

Present and Discuss an **Update on the Lakeside Sports Complex.**

DESCRIPTION:

Town staff will provide an update on the Lakeside Sports Complex.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.



Date: 12/06/2022
Agenda Item #: 3. 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 December 2022 as Christian Heritage Month.**

DESCRIPTION:

Mayor Cornelious will present a proclamation declaring December 2022 as Christian Heritage Month.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Attachments

2022 Christian Heritage Month Proclamation



Proclamation

WHEREAS, Christianity is the largest religion in the world, with 2.2 billion practitioners worldwide and approximately 65% of Americans professing the Christian faith; and

WHEREAS, the Christian faith dates back several thousand years, having its roots in Judaism and culminating in the birth, death, burial, and resurrection of Jesus Christ in the first Century AD. Christianity has a strong heritage of feeding the poor, helping the sick, and standing up against social injustices. Its practitioners believe they offer hope to the world through the Gospel message that Jesus Christ is the Son of God and Savior of the World; and

WHEREAS, the United States was founded in part on the tenants of the Christian Faith and has a rich heritage in American history.

WHEREAS, local churches have contributed tremendously to the vitality of the Town of Little Elm, Texas by enriching the lives of its citizens; and

WHEREAS, during the month of December 2022, Christians and non-Christians across the state of Texas, and around the world, will celebrate Christmas, which they have been doing for centuries.

NOW, THEREFORE, we declare the month of **December 2022 as Christian Heritage Month** and urge all the residents of Little Elm, TX to take cognizance of this event and participate fittingly in its observance.

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

Curtis J. Cornelious, Mayor of Little Elm



Date: 12/06/2022
Agenda Item #: 3. B.
Department: Administrative Services
Strategic Goal: Ensure excellence in public services while keeping up with the growth in the community
Staff Contact: Matt Mueller, Town Manager

AGENDA ITEM:

Present **Town Manager Challenge Coins.**

DESCRIPTION:

Town Manager Matt Mueller will recognize Town employees by presenting them Town Manager Challenge Coins.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.



Date: 12/06/2022
Agenda Item #: 5. 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 November 15, 2022, Regular Town Council Meeting.**

DESCRIPTION:

The minutes from the November 15, 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 - November 15, 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 NOVEMBER 15, 2022 - 6:00 p.m.

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

Absent: Council Member Neil Blais; Council Member Tony Singh

Staff Present: Caitlan Biggs, Director of Administrative Services/Town Secretary; Jennette Espinosa, Executive Director; Joe Florentino, Assistant Town Manager; Matt Mueller, Town Manager; Chad Hyde, Director of Community Services; Doug Peach, Deputy Town Manager; Fred Gibbs, Director of Development Services; Jason Shroyer, Director of Public Works; Kate Graham, Assistant to the Town Manager; Kelly Wilson, Chief Financial Officer; Paul Rust, Fire Chief; Robert Brown, Town Attorney; Rodney Harrison, Police Chief

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

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

A. Present and Discuss **Denton County Days**.

Assistant EDC Director Natasha Roach gave an overview of the item. She extended the invitation for Town Council to accompany the EDC and Chamber to Denton County Days in Austin, TX.

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

A. Invocation.

Mayor Cornelious gave the invocation.

B. Pledge to Flags.

C. Items to be Withdrawn from Consent Agenda.

None.

- D. Emergency Items if Posted.

None.

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

None.

- F. **Presentation of Monthly Updates.**

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

Town Manager Matt Mueller recognized the Veteran's Committee and Kate Graham for the inaugural Veteran's Walk that took place last weekend.

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

Police Chief Rodney Harrison highlighted Item 5D on the Consent Agenda and recognized Officer Kyle Meyers for taking the initiative to apply for the grant on behalf of the department and Chief Financial Officer Kelly Wilson for assisting with the administration of the grant.

3. **Presentations.**

- A. Present **Certificates of Recognition to Little Elm Students Who Have Been Awarded the Presidential Service Award.**

Mayor Cornelious presented the certificates.

- B. Present a **Proclamation Declaring November 2022 as Adopt a Senior Pet Month.**

Mayor Cornelious presented the proclamation.

- C. Present a **Proclamation Declaring the Month of November 2022 as Adoption Month.**

Mayor Cornelious presented the proclamation.

- D. Present the **2022 Planning Excellence Award.**

Mayor Cornelious presented the award.

4. Public Comments

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

None.

5. Consent Agenda

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

Motion by Council Member Michael McClellan, seconded by Council Member Jamell Johnson **to approve the Consent Agenda.**

Vote: 5 - 0 - Unanimously

- A. Consider Action to Approve the **Minutes from the November 1, 2022, Regular Town Council Meeting.**
- B. Consider Action to Award **Bid 2022-20 for an Annual Requirements Agreement for Fire Department Uniforms to Galls, Inc., for an estimated annual expenditure of \$50,000.**
- C. Consider Action to Award **Bid 2023-01 for an Annual Requirements Contract for Street and Road Repair and Maintenance to Urban Infraconstruction, LLC, in the estimated annual amount of \$2,000,000.**
- D. Consider Action to **Authorize the Town Manager, Grantee's Authorized Official, to Accept the Fiscal Year 2023 Victim Assistance, General Victim Assistance Direct Services Program Grant Awarded in the amount of \$82,680.00 (Application Number 4529001).**
- E. Consider Action to Approve the **Lease Addendum to the First Amendment Ground Lease Purchase Agreement between the Little Elm EDC and Village at Lakefront, LLC.**
- F. Consider Action to Approve a **Letter of Intent from the Little Elm Economic Development Corporation to La Finca Coffee and Bakery.**

6. Regular Items.

- A. Present and Discuss the **Appointment of a Town Council Subcommittee for Redistricting.**

Motion by Council Member Michael McClellan, seconded by Mayor Pro Tem Lisa Norman **to appoint Council Members Tony Singh, Neil Blais, and Jeremy Lukas.**

Vote: 5 - 0 - Unanimously

- B. Continue the Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1689 Regarding a Request to Rezone Approximately 4.159 Acres of Land, Currently Zoned as Lakefront District (LF), in Order to Establish a New Planned Development District Based on Lakefront (LF) District, to Capture Existing Development, and Allow New Commercial and Residential Development with Modified Uses and Development Standards as well as Expand the Existing Daycare Facility.**

Opened Public Hearing on October 18, 2022, at 6:45 p.m.

Receive Public Comments:

Close Public Hearing:

Take Action on Ordinance No. 1689:

Opened Public Hearing on October 18, 2022, at 6:45 p.m.

Receive Public Comments: None

Close Public Hearing: 7:59 p.m.

Take Action on Ordinance No. 1689:

- C. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Matt Mahdi Shekari with Lake Shore Plaza LLC.**

Motion by Council Member Michael McClellan, seconded by Mayor Pro Tem Lisa Norman ***to deny the development agreement.***

Vote: 5 - 0 - Unanimously

- D. Continue Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1690 Regarding Establishes a New Specific Use Permit at 14111 King Road, Suite 2100, Approximately 2,114 sq ft. in Size, Currently Zoned as Light Commercial (LC), in Order to Allow for a New Smoking Establishment, with on Premise Sales and Smoking of Hookah Products, as well as the Sale of Alcoholic Beverages for on Premise Consumption Only.**

Opened Public Hearing on November 1, 2022 at 6:30 p.m.

Receive Public Comments:

Close Public Hearing:

Take Action on Ordinance No. 1690:

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

Opened Public Hearing on November 1, 2022 at 6:30 p.m.

Receive Public Comments: None

Close Public Hearing: 6:59 p.m.

Take Action on Ordinance No. 1690:

Motion by Council Member Jamell Johnson, seconded by Council Member Jeremy Lukas ***to approve Ordinance 1690.***

Vote: 5 - 0 - Unanimously

- E. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1691 Regarding a Request to Rezone Approximately 7.22 Acres of Land, Currently Zoned as Planned Development - Light Commercial (LC) Through Ordinance No. 1526, in Order to Amend the Concept Plan to Allow New Commercial Development with Modified Development Standards.**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

Take Action on Ordinance No. 1691:

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

Open Public Hearing: 7:10 p.m.

Receive Public Comments: The architect for the developer stated that the development checks all the boxes.

Close Public Hearing: 7:11 p.m.

Take Action on Ordinance No. 1691:

Motion by Council Member Jeremy Lukas, seconded by Council Member Michael McClellan **to approve Ordinance No. 1691.**

Vote: 5 - 0 - Unanimously

- F. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and KM 423 Partners LP.**

Motion by Council Member Jeremy Lukas, seconded by Council Member Michael McClellan **to approve the development agreement.**

Vote: 5 - 0 - Unanimously

- G. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1692 Regarding a Proposed Text Amendment to Chapter 106, Zoning Ordinance, by Amending Sec. 106.01.14 - Land Use Definitions, in Order to Establish a Definition for "Family".**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

Take Action on Ordinance No. 1692:

Open Public Hearing: 7:13 p.m.

Receive Public Comments:

Close Public Hearing:

Take Action on Ordinance No. 1692:

Motion by Council Member Michael McClellan, seconded by Mayor Pro Tem Lisa Norman **to continue to this public hearing to the December 6, 2022, meeting.**

Vote: 5 - 0 - Unanimously

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).
 - Municipal Court Judge
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

Council convened into Executive Session at 7:31 p.m. No action was taken.

Council convened back into Executive Session at 8:01 p.m.

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).
 - Municipal Court Judge
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

Council reconvened into Open Session at 7:59 p.m.

Council reconvened into Open Session at 8:23 p.m. No action was taken.

9. Adjourn.

Respectfully,

Caitlan Biggs
Town Secretary

Passed and Approved this 6th day of December 2022.



Date: 12/06/2022
Agenda Item #: 5. B.
Department: Administrative Services
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Consider Action to Approve **Resolution No. 1206202201 Adopting Criteria for Use in Creating Town Council Districts.**

DESCRIPTION:

As part of the redistricting process, Town Council must adopt a set of established criteria and guidelines that will serve as a framework to guide the Town in consideration of the districting plans. Attached is the same criteria that was approved during the last redistricting process in 2019.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Resolution No. 1206202201

RESOLUTION NO. 1206202201

THE STATE OF TEXAS §
 §
TOWN OF LITTLE ELM §
 §

**A RESOLUTION OF THE TOWN OF LITTLE ELM, TEXAS
ADOPTING CRITERIA FOR USE IN CREATING
TOWN COUNCIL DISTRICTS**

WHEREAS, the Charter of the Town of Little Elm provides that the Town Council shall include four council positions elected from single member districts within the town; and

WHEREAS, the Town of Little Elm Charter Section 3.02 mandates that the boundaries of the single member districts shall be as equal in population as practical and reviewed and updated by the Town Council every four (4) years; and

WHEREAS, as a result of the examination of the 2022 Census data duly undertaken at the Council's request pursuant to its obligations under Section 3.02, the Town Council has determined that a population imbalance exists requiring the redistricting of the Town Councilmember Districts; and

WHEREAS, the Town Council has certain responsibilities for updating single member districts for the election of council members under federal and state law including but not limited to Amendments 14 and 15 to the United States Constitution, and the Voting Rights Act of 1965, 52 U.S.C. §§ 10301, *et seq.*; and

WHEREAS, it is the intent of the Town Council to comply with the Voting Rights Act of 1965 and with all other relevant and applicable law, including the U.S. Supreme Court's *Shaw v. Reno* jurisprudence; and

WHEREAS, a set of established districting criteria and guidelines will serve as a framework to guide the Town in the consideration of districting plans; and

WHEREAS, districting criteria will assist the Town in its efforts to comply with all applicable federal and state laws.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, IN DENTON COUNTY, TEXAS, that the Town, in its adoption of a districting plan for the Town Council, will adhere to the following criteria to the greatest extent possible when drawing district boundaries:

1. Where possible, easily identifiable geographic boundaries should be followed and be drawn on census geography.
2. In drawing districts, care should be taken to be mindful of facility locations.

3. To the extent possible, districts should be drawn in a way that permits the creation of practical voting precincts and that ensures that adequate facilities for polling places exist in each voting precinct.
4. Town Council Districts shall be configured so that they are relatively equal in total population according to the 2020 federal census and any adjustments to that data that may be required due to the passage of time since the release of the 2010 data. In no event should the total deviation between the largest and the smallest district exceed ten percent.
5. Consideration may be given to the preservation of incumbent-constituency relations by recognition of the residence of incumbents and their history in representing certain areas.
6. The districts should be compact and composed of contiguous territory as permitted by the Town's natural geographic features. Compactness may contain a functional, as well as a geographical dimension.
7. The redistricting plan should be narrowly tailored to comply with the Voting Rights Act of 1965 and shall not result in the denial or abridgement of the rights of racial or language minorities with respect to their effective exercise of the electoral franchise.
8. The redistricting plan should not fragment a geographically compact minority community or pack minority voters in the presence of polarized voting so as to create liability under Section 2 of the Voting Rights Act, 52 U.S.C. § 10301.

This resolution shall be effective upon passage.

PASSED and **APPROVED** this, the 6th day of December, 2022.

TOWN OF LITTLE ELM, TEXAS

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

ATTEST:

Caitlan Biggs, Town Secretary



Date: 12/06/2022
Agenda Item #: 5. C.
Department: Public Works
Strategic Goal: Ensure excellence in public services while keeping up with the growth in the community
Staff Contact: Jason Shroyer, Director of Public Works

AGENDA ITEM:

Consider Action to Approve a **Professional Services Agreement with Kimley-Horn and Associates, Inc., for the Sanitary Sewer Basins 6 and 7 Manhole Condition Assessment in an Amount not to Exceed \$73,200.**

DESCRIPTION:

During a routine inspection of the sanitary sewer system in October, staff located a manhole at the corner of Peppertree Drive and Graystone Drive that had failed. The inside concrete walls of the 12-foot deep manhole had deteriorated and collapsed to the bottom of the manhole. This had created a void under Peppertree Drive, a partial blockage of the 18-inch sewer line and a loss of the side wall inside the manhole. This failure required an immediate reconstruction of the manhole, and staff was able to coordinate with a contractor to complete this work before the end of October. As a result of this finding, staff performed a visual inspection of all the manholes downstream of the failed one in the Wynfield Farms neighborhood to determine if there were other potential issues. Upon completion of the visual inspection, staff has determined that there are a number of other manholes in need of some type of rehabilitation in that area.

The cause of the failures in this area are hydrogen sulfide off-gassing. Hydrogen sulfide is a gas that is created during the breakdown of organic matter in the absence of oxygen. It is a common byproduct of the sanitary sewer system. Typically, the gas is held in solution within the liquid waste in the system, but during times of rapid flow or turbulence it can be released. This gas is extremely toxic, corrosive and can deteriorate concrete and metal. In this particular sanitary sewer basin, there is a large amount of sewer flow traveling at a high velocity. When this sewer flow comes into the manholes in this area, the turbulence created causes the hydrogen sulfide to come out of solution and off-gas into the manhole. This gas has deteriorated the concrete walls inside the manholes in this area.

Staff has engaged Kimley-Horn to assist with a more comprehensive inspection of each of the approximately 25 identified manholes. They will also provide their professional opinion regarding the type/s of treatments that are available and applicable for each manhole. Their scope will include:

1. Condition Assessment - this task includes conducting field work to collect data, including a visual observation of the general condition of the manhole and documentation of defects, associated pipe connections, photographs and manhole locations.
2. Odor Control Monitoring - this task involves odor control monitoring at existing manholes to investigate the levels of hydrogen sulfide (H₂S) gas within the system.
3. Rehabilitation Evaluation and Technical Memorandum - this task involves evaluating all available rehabilitation approaches and techniques for the different conditions encountered and making recommendations on the appropriate approach for each manhole. Kimley-Horn will evaluate the anticipated construction disturbance, associated lifecycle and cost considerations.

Once completed, staff will work with Kimley-Horn to determine a final construction cost estimate to present to Town Council. We anticipate that this approach will save considerable funds as manhole rehabilitation can usually be performed for a much lower cost and impact than full reconstruction. Funds for this study have been identified in the Town's Utility Fund-Capital Reserves. We expect the work to take approximately 3 months to complete.

BUDGET IMPACT:

Capital expenditures have been outlined in the Town's Utility Fund-Capital Reserves.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Contract

Map

Town of Little Elm, Texas

Professional Services Agreement

This Agreement is made by and between the Town of Little Elm, Texas, a Texas home-rule municipality (hereinafter referred to as the "Owner") and Kimley-Horn and Associates, Inc., (hereinafter referred to as the "Consultant") for Manhole Condition Assessment, (hereinafter referred to as the "Project"). 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 Owner and the Consultant hereby agree as follows:

ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

1.1 THE CONTRACT

The Contract between the Owner and the Consultant, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last Party to execute it.

1.2. THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Solicitation, Requirements and Instructions to Bidders/Proposers, the Specifications, terms and conditions, Attachments, Maps, Drawings, Scope of Service, Time Line, all Change Orders issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following (if any):

Documents not enumerated in this Paragraph 1.2.1 are not Contract Documents and do not form part of this Agreement.

ARTICLE 2: RECITALS

- 2.1 The Town desires to have the Consultant develop the program and provide necessary services to develop the same ("PROJECT"); and
- 2.2 The Consultant has the knowledge, ability and expertise to provide such services; and
- 2.3 The Town desires to engage the services of Consultant, as an independent Consultant and not as an employee, to provide services as set forth herein and in Exhibit A: Scope of Services and Exhibit B: Time Line/Milestone which is attached hereto and incorporated herein.

ARTICLE 3: TERM / TERMINATION

3.1 TERM

The term of this Agreement shall begin on the date of its execution by all Parties. This Agreement shall continue until Consultant completes the services required herein to the satisfaction of the Town, unless sooner terminated as provided herein.

3.2 TERMINATION

This Agreement may be suspended or terminated by either Party with or without cause at any time by giving written notice to the other Party. In the event suspension or termination is without cause, payment to the Consultant, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by Town to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to Town.

In the event that the Town requires a modification of this Agreement with Consultant, and in the event the Parties fail to agree upon a modification of this Agreement, the Parties shall have the option of terminating this Agreement. Payment to Consultant shall be made by the Town in accordance with the

terms of this Agreement, for the services mutually agreed upon by the Parties to be properly performed by the Consultant prior to such termination date.

ARTICLE 4: SCOPE OF SERVICES

4.1 SCOPE

The following services, when authorized in writing by a Notice to Proceed from the Town, shall be performed by Consultant in accordance with the Town's requirements and as set forth in the attached Exhibit A, Scope of Services:

Provide services associated with evaluation and assessment of existing manholes along with recommendations for repairs and/or replacements as needed.

If there is a conflict between the above quoted subjects and Exhibit A or B, then such conflict shall be resolved pursuant to the provisions of Section 10.9, below.

4.2 AUTHORIZED AGENT

All work performed by the Consultant will be performed under this Agreement, signed by a duly authorized agent of the Town as approved by resolution of the Town Council of the Town of Little Elm, Texas, and the designated authorized agent for the Consultant.

ARTICLE 5: COMPENSATION / PAYMENT TERMS AND CONDITIONS

5.1 Compensation for the performance of Professional Services described herein shall be paid to Consultant by the Town in a total amount not to exceed Seventy-Three Thousand Two Hundred dollars (\$73,200) which shall accrue and be payable as provided in Sections 5.1 and 5.2 hereof.

5.2 Work will be performed at the rates set forth in Exhibit B – Cost Proposal and Fee Schedule, which is attached hereto and incorporated herein by reference, or as otherwise provided in negotiated fee schedules approved within this Agreement, if any.

5.3 Consultant payment for work under this Agreement shall be made in installments billed not more frequently than once each month upon receipt of invoices from the Consultant. If the Town fails to make any payment due the Consultant within thirty (30) days after receipt of Consultant's invoice, the amounts due the Consultant will be increased at the rate of 1.5% per month from said thirtieth day, unless there is a good faith refusal by the Town to pay. Payment shall be remitted to Consultant by Town as instructed on invoices.

ARTICLE 6: TIME FOR COMPLETION

6.1 The Consultant's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Assigned Project(s) through completion of the project(s). Specific periods of time for rendering services are set forth in Exhibit B to this Agreement, by which times defined services are to be completed.

6.2 If the Town fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation, but in no event shall such compensation exceed the scope of services schedule of maximum payment unless a written amendment to this Agreement is executed between the Parties.

ARTICLE 7: INDEMNIFICATION

7.1 THE CONSULTANT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE TOWN, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITEES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY'S FEES

INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE CONSULTANT, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE CONSULTANT'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITEES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE CONSULTANT SHALL BE OBLIGATED TO INDEMNIFY INDEMNITEES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY. THIS INDEMNIFICATION IS SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE, § 271.904(A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002(B), AS SAME MAY BE APPLICABLE TO CONSULTANT AS A MATTER OF LAW.

7.02 NOTHING CONTAINED HEREIN SHALL CONSTITUTE A WAIVER OF GOVERNMENTAL IMMUNITY IN FAVOR OF ANY PARTY.

7.03 CONSULTANT AGREES THAT IT IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT OF THE TOWN, AND THAT CONSULTANT IS SUBJECT, AS AN EMPLOYER, TO ALL APPLICABLE UNEMPLOYMENT COMPENSATION STATUTES, SO FAR AS TO RELIEVE THE TOWN OF ANY RESPONSIBILITY OR LIABILITY FROM TREATING CONSULTANT'S EMPLOYEES AS EMPLOYEES OF TOWN FOR THE PURPOSE OF KEEPING RECORDS, MAKING REPORTS OR PAYMENTS OF UNEMPLOYMENT COMPENSATION TAXES OR CONTRIBUTIONS. CONSULTANT FURTHER AGREES TO INDEMNIFY AND HOLD THE TOWN HARMLESS AND REIMBURSE IT FOR ANY EXPENSES OR LIABILITY INCURRED UNDER SAID STATUTES IN CONNECTION WITH EMPLOYEES OF CONSULTANT.

7.04 CONSULTANT SHALL DEFEND AND INDEMNIFY AND HOLD THE TOWN HARMLESS FROM ANY AND ALL CLAIMS, SUITS OR LIENS BASED UPON OR ALLEGED TO BE BASED UPON THE NON-PAYMENT OF LABOR, TOOLS, MATERIALS, EQUIPMENT, SUPPLIES, TRANSPORTATION AND MANAGEMENT COSTS INCURRED BY CONSULTANT IN PERFORMING THIS AGREEMENT.

ARTICLE 8: INSURANCE

8.1 Insurance

The Consultant shall provide and maintain insurance as listed in the insurance requirements document.

ARTICLE 9: DEFAULT

In the event Consultant fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within thirty (30) days after written notice by Town to Consultant, Town may, at its sole discretion without prejudice to any other right or remedy.

- (a) Terminate this Agreement and be relieved of the payment of any further consideration to Consultant except for all work determined by the Town to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Consultant to and from meetings called by the Town at which Consultant is required to attend, but shall not include any loss of profit of Consultant. In the event of such termination, the Town may proceed to complete the services in any manner deemed proper by the Town, either by the use of its own forces or by resubmitting to others. Consultant agrees that any costs incurred to complete the services herein provided for may be deducted and paid by the Town out of such monies as may be due or that may thereafter become due to Consultant under and by virtue of this Agreement.

- (b) The Town may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Consultant.

ARTICLE 10: MISCELLANEOUS

10.1 Reuse of Documents:

All documents including Maps, Plans and Specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service; and Consultant shall retain ownership and property interest therein whether or not the work is completed. The Town may make and retain copies of any plans or specifications provided under this Agreement for the use by Town and others; such documents are not intended or suitable for reuse by Town or others on extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the Town's sole risk and without liability to the Consultant.

10.2 Entire Agreement.

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

10.3 Assignment.

Neither this Agreement nor any duties or obligations under it shall be assignable by Consultant without the prior written consent of the Town. In the event of an assignment by Consultant to which the Town has consented, the assignee or the assignee's legal representative shall agree in writing with the Town to personally assume, perform, and be bound by all the covenants, obligations, and agreements contained in this Agreement.

10.4 Adjustments in Services/Amendment.

This Agreement may be amended by the mutual written agreement of the Parties. Consultant shall not make any claims for extra services, additional services or changes in the services without a written agreement with the Town prior to the performance of such services.

10.5 Governing law.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in Denton County, Texas.

10.6 Notices.

All notices required by this Agreement shall be in writing and addressed to the following, or such other Party or address as either Party designates in writing, by certified mail, postage prepaid or by hand delivery:

Town of Little Elm

Purchasing
100 W. Eldorado Pkwy.
Little Elm, TX 75068
214-975-0411
purchasing@littleelm.org

Kimley-Horn and Associates, Inc.

M. Anthony Samarripas, P.E.
13455 Noel Road, Two Galleria Tower, Ste 700
Dallas, Texas, 75240
972.770.1300
anthony.samarripas@kimley-horn.com

10.7 Legal construction.

In the event any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be 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 such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

10.8 Successors and Assigns.

- (a) The Town and Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of Town and Consultant are hereby bound to the other Party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other Party in respect of all covenants and obligations of this Agreement.
- (b) Neither the Town nor the Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other Party, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- (c) Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Consultant, subcontractor, supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than the Town and the Consultant.

10.9 Conflict.

If a conflict exists between this Agreement, and an Exhibit, the Solicitation, and/or the Response, then such conflicts shall be resolved as follows:

- (a) If a conflict exists between this Agreement and an Exhibit, the Solicitation, or the Response, then this Agreement shall control.
- (b) If a conflict exists between the Response and an Exhibit, the Exhibit shall control.
- (c) If a conflict exists between the Response and the Solicitation, the Solicitation shall control.

10.10 Severability

Any provision or part of this Agreement that is held to be void or unenforceable under any law or regulation or by a court of competent jurisdiction shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the Town and the Consultant, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.11 Captions

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretations of the provisions set forth herein.

10.12 Counterparts

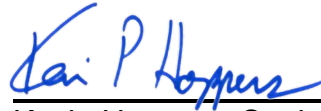
This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this the ____ day of _____, 2022.

TOWN OF LITTLE ELM

CONSULTANT

Matt Mueller, Town Manager



Kevin Hoppers, Senior Vice President

Exhibit A: Scope of Services
Exhibit B: Schedule of Fees

Exhibit A Scope of Services

PROJECT NAME: Manhole Condition Assessment

PROJECT UNDERSTANDING:

Recently, the Town of Little Elm (Town) discovered corrosion damage to approximately 25 manholes located primarily along two wastewater interceptors near the Town's wastewater treatment plant. The Town has asked Kimley-Horn and Associates, Inc. (Kimley-Horn) to conduct a condition assessment of the identified manholes and recommend rehabilitation and/or replacement measures to improve the damaged manholes. Kimley-Horn will conduct site investigations of the existing manholes, coordinate with manufacturers and contractors to determine recommended improvements and compile results in a technical memorandum.

SCOPE OF PROFESSIONAL SERVICES:

Task 100. Condition Assessment (Lump Sum)

This task involves conducting field work to collect data, including visual observation of general condition of manhole and documentation of defects, associated pipe connections, photographs, and manhole locations. Kimley-Horn will:

101. Kick-off Meeting – Conduct one (1) meeting with Town to confirm the goals, schedule, and deliverables for the project.
102. Record Research Evaluation – Evaluate record drawings and maintenance records provided by Town staff.
103. Location Map – Based on record drawings and available information from Town staff, utilize GIS information to create a location map of the existing wastewater lines including locations of manholes. The location map will be numbered to reference back to analysis provided in the technical memorandum.
104. Site Visits – Perform site visits in conjunction with Town to collect field data to assist with evaluating the condition of existing manholes. Up to two (2) site visits are anticipated. All condition assessment shall be visual observation and no confined space entry or structural analysis will be performed. All right-of-entry and access coordination will be handled by the Town.
105. Document and Categorize Manhole Conditions – Review all field data collected and assess the condition of each manhole. Categorize each manhole based on the degree of deterioration observed. The following data will be compiled into condition reports for each manhole: Manhole number, station, depth, and size of connecting wastewater lines, assessment notes, and photos (if applicable).

Task 200. Odor Control Monitoring (Lump Sum)

This task involves odor control monitoring at existing manholes to investigate the levels of H₂S within the system. Evaluation of the Town's existing odor control systems is excluded from this scope of services.

201. Odor Control Monitoring & Evaluation – Temporarily install (2) Arculog sensors inside manholes at critical locations for (1) week to measure the extend and concentration of H₂S levels. Kimley-Horn will review the monitoring results and present findings to Town staff.
202. Review Meeting – Meet with the Town to review the findings and evaluate next steps.

Task 300. Rehabilitation Evaluation and Technical Memorandum (Lump Sum)

This task involves evaluating available rehabilitation approaches and techniques for the different conditions encountered and making recommendations on the appropriate approach for each manhole. Kimley-Horn will evaluate the anticipated construction disturbance, associated lifecycle, and cost considerations.

301. Evaluate Rehabilitation Methods – Evaluate different methods of rehabilitation based on the conditions encountered and provide recommendations. Factors that will be taken into consideration include lifecycle, maintenance, construction disturbance, and cost. Below illustrates methods that will be evaluated.
 - Replacement:
 - Fiberglass manholes
 - Polymer concrete manholes
 - Concrete manholes with protective liner
 - Rehabilitation
 - Fiberglass liner
 - Polymer concrete inserts
 - Cured-in-place manhole liner
 - Cementitious repairs
 - Lining/Coatings:
 - Epoxy Coating
 - Polyurea resins
 - Polyurethane linings
 - Composite liners

302. Opinion of Probable Construction Cost (OPCC) – Develop an OPCC for each of the manholes to provide to Town staff.
303. Draft Technical Memorandum – Prepare a technical memorandum to summarize the results of the condition assessment, provide recommendations regarding rehabilitation methods, and cost projections for the improvements. Provide map showing the proposed rehab approach along with a priority list base on inspected condition. Provide a PDF copy to the Town for review.
304. Review Meeting – Meet with the Town to review the draft technical memorandum and receive comments.
305. Final Technical Memorandum – Incorporate comments and provide a final memorandum. Provide a PDF copy of the memorandum to the Town.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Preparing construction documents for manhole improvements
- Providing construction phase services
- Assisting Town or contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by the Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Providing additional presentations to the Town Council.
- Providing construction staking, additional platting, or other surveying services not identified in the above Scope of Services.
- Attending additional public meetings during the project.
- Attending a Pre- Bid Meeting
- Preparing a Bid Tabulation or Recommendation Letter
- Preparing right-of-entry letters.
- Any services not listed in the Scope of Services.

Exhibit B
Schedule of Fees

Task 100. Condition Assessment	\$24,000
Task 200. Odor Control Evaluation	\$11,600
Task 300. Rehabilitation Evaluation and Technical Memorandum	\$37,600
TOTAL CONTRACT AMOUNT	\$73,200



8" Polyvinyl Chloride

0

14" Polyvinyl Chloride

Town
 Of Little Elm
 Service
 Center
 Mark Tree Ln

X: -96.912829 , Y: 33.175886



Date: 12/06/2022
Agenda Item #: 5. D.
Department: Finance
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to Approve **Ordinance No. 1693 Amending the Fiscal Year 2021-2022 Annual Budget in Accordance with Existing Statutory Requirements; Appropriating the Various Amounts Herein; Repealing all prior Ordinances and Actions in conflict herewith; and Providing for an Effective Date.**

DESCRIPTION:

The city charter requires that when the budget is amended that the amendment be by ordinance. This budget amendment addresses several items discussed below.

“The legal level of budgetary control is at the fund level. The Town Manager is authorized to transfer budgeted amounts between departments within any fund. Any revisions that increases the total expenditures of any fund greater than the original budget must be approved by ordinance of Town Council.”

BUDGET IMPACT:

General Fund:

Building Services/Code Enforcement division within the Community/Development Services Department expired staff shortage. To maintain exceptional level of services, the department outsourced inspections due to the strong growth in the community. For the most part, the salary savings offset the expense to outsource but due to the growth, Building Services budget exceeded budget authority. In relation to the revenue collections for inspections, the Town budgeted \$2.5M in building permits. The Town collected and reported permit revenue of \$3,889,842. This is a direct correlation to the outsourcing of services to collect such permit revenue. This budget amendment is a net neutral to fund balance.

Animal Services within the Public Safety Department exceeded budget authority due to the demand of animals within the shelter to provide services. The Town did collect revenue for animal control exceeding the budget, which will offset the expenses for services. This budget amendment is a net neutral to fund balance.

Fire Department exceeded budget authority due to providing assistance to other jurisdictions for Fire Services. The Town received reimbursement for deploying Fire personnel as well as the costs to backfill the positions for Little Elm. This is not a budgeted expense or offsetting revenue. This budget amendment is reflecting the funds received for deployment and offsetting the expenses associated with these events. This budget amendment is a net neutral to fund balance.

Park and Recreation Fund:

The Cove at the Lakefront® has had a successful year in operations. We reported to Council for our 4th quarter budget to actual that the Cove made a profit for their operations in FY 2021-2022. This budget amendment is addressing some budget line items that exceeded their budget. The operations for electricity, gas and facility maintenance increased above budget authority by \$147,555. Staff presented to Council on July 19 to use facility maintenance reserves for an AOP treatment reflected in the Cove expenses.

Another item that Finance initiated this year was to reflect all direct costs of services, which includes Activenet fees. Activenet is the tool used by Parks and Rec to collect revenue through membership fees, special events, private parties, etc. Activenet charges a fee for each transaction that the General Fund was paying in the past. Now that the Parks and Recreation Fund has incorporated these fees in their fee structure, it is time for Parks and Recreation Fund to pay for these fees. The offset in increased revenue. Again no impact to fund balance.

Landscape Fund:

The FY2021-2022 budget programmed for replacing the damaged landscaping due to the 2022 winter storm. Due to the price increases and inflation, this project exceeded budget. During the FY 2023 budget process, the 2022 yearend estimates reflected this increase in costs and planned to use fund balance to offset to accomplish this project to ensure the Lakefront area looks its best. The budget was \$150K and the actual costs was \$219K. This budget amendment reflects using fund balance to offset the costs of this project.

Hotel Occupancy Tax Fund:

In an effort to monitor and collect short-term rentals in the Town, staff presented to Council a software system that was designed to search the internet for Airbnb. This has helped the Town in lost revenue. This software was not budgeted but was a small cost for the revenue the Town is now collecting. Offset in the expenditure for the setup and one-year license offset by increased revenue. This is a net neutral to fund balance.

Solid Waste Fund:

Due to the FY 2023 budget cycle, staff anticipated an increase in costs that exceeds the budget authority and utilizing fund balance to offset the cost increase. The contract with CWD did not increase in unit cost but did increase more in service points due to growth. This budget amendment is to reflect the increase revenue in billing for services. This is a net neutral to fund balance.

RECOMMENDED ACTION:

Staff recommends approval.

Ordinance No. 1693

Exhibit A Budget Amendment Support

ORDINANCE NO. 1693

AN ORDINANCE OF THE TOWN COUNCIL OF LITTLE ELM, TEXAS ("TOWN"), AUTHORIZING CERTAIN BUDGET AMENDMENT PERTAINING TO THE FISCAL YEAR 2021-2022 BUDGET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town is required by the Town Charter to approve a budget amendment by ordinance and upon approval such amendment shall become an attachment to the original budget; and

WHEREAS, a budget amendment has been prepared for certain appropriations and expenditures in the FY 2021-2022 Budget and submitted to the Town Council for approval and a true and correct copy is attached as Exhibit A.

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

SECTION 1. Pursuant to the Town Charter requirements of the Town of Little Elm, Texas, in the year 2021-2022, a Budget Amendment attached as Exhibit A is hereby authorized and approved.

SECTION 2. This Ordinance shall take effect immediately from and after its passage as the law in such cases provides.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas this the 6th day of December, 2022.

APPROVED:

Curtis J. Cornelious
Mayor

ATTEST:

Caitlan Biggs
Town Secretary

EXHIBIT "A"
BUDGET AMENDMENT
FISCAL YEAR 2021-2022
December 6, 2022

General Fund	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Revenue:				
All Revenue Sources	\$ 41,238,497	\$ 42,401,973	\$ 43,135,898	\$ 733,925
Total Revenue	\$ 41,238,497	\$ 42,401,973	\$ 43,135,898	\$ 733,925
Expenditures:				
Total Expenditures	\$ 42,339,897	\$ 47,180,022	\$ 47,913,947	\$ 733,925
Total Expenditures	\$ 42,339,897	\$ 47,180,022	\$ 47,913,947	\$ 733,925
Park and Recreation Fund	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Revenue:				
All Revenue Sources	\$ 4,145,300	\$ 4,208,104	\$ 4,621,639	\$ 413,535
Total Revenue	\$ 4,145,300	\$ 4,208,104	\$ 4,621,639	\$ 413,535
Expenditures:				
Total Expenditures	\$ 3,969,632	\$ 4,032,436	\$ 4,523,912	\$ 491,476
Total Expenditures	\$ 3,969,632	\$ 4,032,436	\$ 4,523,912	\$ 491,476
Landscape Fund	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Revenue:				
All Revenue Sources	\$ 673,994	\$ 673,994	\$ 673,994	\$ -
Total Revenue	\$ 673,994	\$ 673,994	\$ 673,994	\$ -
Expenditures:				
Total Expenditures	\$ 961,000	\$ 1,145,831	\$ 1,235,031	\$ 89,200
Total Expenditures	\$ 961,000	\$ 1,145,831	\$ 1,235,031	\$ 89,200
HOT Fund	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Revenue:				
All Revenue Sources	\$ 15,000	\$ 15,000	\$ 27,000	\$ 12,000
Total Revenue	\$ 15,000	\$ 15,000	\$ 27,000	\$ 12,000
Expenditures:				
Total Expenditures	\$ 25,000	\$ 25,000	\$ 37,000	\$ 12,000
Total Expenditures	\$ 25,000	\$ 25,000	\$ 37,000	\$ 12,000
Asset Forfeiture Fund	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Revenue:				
All Revenue Sources	\$ -	\$ -	\$ 221,635	\$ 221,635
Total Revenue	\$ -	\$ -	\$ 221,635	\$ 221,635
Expenditures:				
Total Expenditures	-	-	147,306	147,306
Total Expenditures	\$ -	\$ -	\$ 147,306	\$ 147,306

Total Revenue	\$ 1,381,095
Total Expenditures	\$ 1,473,907
Net Effect All Funds	\$ (92,812)



Date: 12/06/2022
Agenda Item #: 5. E.
Department: Finance
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to Approve **Ordinance No. 1694 Amending the Fiscal Year 2022-2023 Annual Budget in Accordance with Existing Statutory Requirements; Appropriating the Various Amounts Herein; Repealing all Prior Ordinances and Actions in Conflict herewith; and Providing for an Effective Date.**

DESCRIPTION:

The city charter requires that when the budget is amended that the amendment be by ordinance. This budget amendment addresses several items discussed below.

“The legal level of budgetary control is at the fund level. The Town Manager is authorized to transfer budgeted amounts between departments within any fund. Any revisions that increases the total expenditures of any fund greater than the original budget must be approved by ordinance of Town Council.”

BUDGET IMPACT:

General Fund:

The Town received from FEMA the Staffing for Adequate Fire and Emergency Response (SAFER) program. Council approved the acceptance of the award at the October 18 Council meeting. This award provides funding directly to the fire department to assist in increasing the number of firefighters to help communicate and meet industry standards. This grant program provides the Town of Little Elm funding to cover the salary and benefits for 11 new full-time firefighter positions over the next 36 months. The Town’s five-year financial plan did include hiring 4 firefighters in FY 2023 and the additional 7 firefighters were programmed to be added to the Fire department in FY 2024-2025. This budget amendment will reflect the grant revenue from the SAFER program and the expenses associated with the new firefighters including personal protective equipment and uniforms so that we have budget authority to add the additional 7 firefighters not programmed in FY 2023 budget.

In an effort to provide Finance the resources needed to address the growth of personnel, staff is requesting an additional position to assist in payroll. Currently, Finance has had only one person

managing the personnel function that pays out employees bi-weekly. The Town has seen the personnel grow from 170 employees 10 years ago to 415. This includes seasonal employees that bring additional work and turnover. This will ensure backup support and allow payroll to provide more timely information to assist the Town in analyzing payroll impacts.

The Town received the Victim Advocacy Grant for \$82,680, which allows the Town to hire victim advocacy personnel for the Police department. Council approved the acceptance of this grant program at the November 15 Council meeting. The budget amendment will have a net neutral effect to the budget. This budget amendment reflects the grant revenue and expenses.

Fire department recently faced a substantial repair for Quint 3. The Town shopped around from various repair shops and the best price to repair the Quint will run \$25,703, which will expend 30% of the total fleet maintenance line item. This budget amendment will allow Fire to continue to manage their fleet maintenance as this expense is not related to maintenance but more repair.

After the unaudited closeout of the 2022 financials, the Town's net income exceeded the projections that was used to develop the 2023 – 2027 financial plan. Per the Town's charter, the Town is required to have a committed fund balance of 25% of targeted expenditures to ensure sound financial responsibility. Since our planned reserves exceeds this target, the budget amendment is requesting to move \$3,700,000 from the General Fund to earmark for future CIP projects.

Landscape Fund:

The wayfinding project has expanded with additional improvements to signage including the upgraded electronic signs. This budget amendment is utilizing fund balance to add \$30,000 to the wayfinding project for additional items added to the project. The Landscape Fund is utilized to improve landscape throughout the Town. The Parks department will need an additional \$130,000 for replacing trees and other landscape materials along with improvements in medians throughout the Town. This budget amendment is utilizing fund balance to support the additional expense for landscape improvements.

Parks and Recreation Fund:

In an effort to improve the customer's experience at Lights on the Lake, the Town has added a Ferris wheel and carousel along with an ice skating rink. All of this is included in the entrance fee. The offsetting expenses will be absorbed with ticket sales. This budget amendment is utilizing fund balance to increase the Lights on the Lake budget until the event is settled and Finance prepares the net income statement on the event.

Fire Equipment Replacement Fund:

Fire allocated funds in the 2022 budget for SWAT medic ballistic vests, but timing to order was held due to vendor selection. The funds rolled into fund balance at the end of the year. Fire is requesting to re-establish the budget for this purchase in the amount of \$16,400.

Construction In Progress Fund:

There have been several CIP projects that have exceeded budgets due to inflation and supply shortage. Staff has identified various funding sources to make up the shortfall:

- Two Early Warning Sirens (10-11) - \$64,500 funding from escrow funds from developers
- Hill Lane (50-22) - \$60,000 funding from South Impact fees for a change order to include

landscape

- The Lawn (55-19) - \$900,000 funding from capital recovery fees
- Cottonwood Park (55-16) - \$1,700,000 funding from capital recovery fees
- Lakeside Softball Fields (55-23) - \$1,150,000 funding from capital recovery fees
- Manhole and Sewer Basin assessment (76-17) - \$73,200 funding from utility CIP reserves

PO Roll Forward:

The Town of Little Elm continues to utilize the purchase order system to encumber funds and at the end of September 30, 2022, the balances of open purchase orders require an amendment to the FY 2022-2023 budget by increasing the relevant line items in the new fiscal year by shifting budget authority from last fiscal year. The PO roll forward is related to capital projects or contract for services that cross multiple years. Per Charter, unencumbered balance of each appropriation shall revert to the fund from which it was appropriated and shall be subject to future appropriations, but appropriations may be made in furtherance of improvements or other objects of work of the Town, which will not be completed within the current year. Another advantage of PO roll forward allows for efficiency in tracking capital projects on the same purchase order.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Ordinance No. 1694 FY 2022-2023 Budget Amendment

Exhibit A Budget Amendment Support

Open PO Roll Forward Detail

ORDINANCE NO. 1694

AN ORDINANCE OF THE TOWN COUNCIL OF LITTLE ELM, TEXAS ("TOWN"), AUTHORIZING CERTAIN BUDGET AMENDMENT PERTAINING TO THE FISCAL YEAR 2022-2023 BUDGET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town is required by the Town Charter to approve a budget amendment by ordinance and upon approval such amendment shall become an attachment to the original budget; and

WHEREAS, a budget amendment has been prepared for certain appropriations and expenditures in the FY 2022-2023 Budget and submitted to the Town Council for approval and a true and correct copy is attached as Exhibit A.

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

SECTION 1. Pursuant to the Town Charter requirements of the Town of Little Elm, Texas, in the year 2022-2023, a Budget Amendment attached as Exhibit A is hereby authorized and approved.

SECTION 2. This Ordinance shall take effect immediately from and after its passage as the law in such cases provides.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas this the 6th day of December, 2022.

APPROVED:

Curtis J. Cornelious
Mayor

ATTEST:

Caitlan Biggs
Town Secretary

Ordinance 1694
EXHIBIT "A"
BUDGET AMENDMENT
FISCAL YEAR 2022-2023
December 6, 2022

General Fund	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Revenue:				
All Revenue Sources	\$ 47,134,341	\$ 47,134,341	\$ 47,217,021	\$ 82,680
Total Revenue	\$ 47,134,341	\$ 47,134,341	\$ 47,217,021	\$ 82,680
Expenditures:				
Total Expenditures	\$ 46,517,958	\$ 46,517,958	\$ 47,367,316	\$ 849,358
Total Transfers Out	3,193,522	3,193,522	6,893,522	\$ 3,700,000
Total Expenditures	\$ 49,711,480	\$ 49,711,480	\$ 54,260,838	\$ 4,549,358
Parks & Recreation Fund	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Revenue:				
All Revenue Sources	\$ 4,678,200	\$ 4,678,200	\$ 4,678,200	\$ -
Total Revenue	\$ 4,678,200	\$ 4,678,200	\$ 4,678,200	\$ -
Expenditures:				
Total Expenditures	\$ 4,900,654	\$ 4,900,654	\$ 5,017,459	\$ 116,805
Total Transfers Out	1,400	1,400	1,400	-
Total Expenditures	\$ 4,902,054	\$ 4,902,054	\$ 5,018,859	\$ 116,805
SAFER Grant Fund	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Revenue:				
All Revenue Sources	\$ -	\$ -	\$ 957,696	\$ 957,696
Total Revenue	\$ -	\$ -	\$ 957,696	\$ 957,696
Expenditures:				
Total Expenditures	\$ -	\$ -	\$ 957,696	\$ 957,696
Total Transfers Out	-	-	-	-
Total Expenditures	\$ -	\$ -	\$ 957,696	\$ 957,696
Landscape Fund	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Revenue:				
All Revenue Sources	\$ 659,513	\$ 659,513	\$ 659,513	\$ -
Total Revenue	\$ 659,513	\$ 659,513	\$ 659,513	\$ -
Expenditures:				
Expenditures	\$ 552,000	\$ 552,000	\$ 750,937	198,937
Total Transfers Out	-	-	-	-
Total Expenditures	\$ -	\$ -	\$ -	\$ 198,937
Street Maintenance Fund	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Revenue:				
All Revenue Sources	\$ 1,678,983	\$ 1,678,983	\$ 1,678,983	\$ -
Total Revenue	\$ 1,678,983	\$ 1,678,983	\$ 1,678,983	\$ -
Expenditures:				
Total Expenditures	\$ 2,250,000	\$ 2,250,000	\$ 2,280,377	\$ 30,377
Total Transfers Out	-	-	-	-
Total Expenditures	\$ 2,250,000	\$ 2,250,000	\$ 2,280,377	\$ 30,377
VERF	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Revenue:				
All Revenue Sources	\$ 3,453,504	\$ 3,453,504	\$ 3,453,504	\$ -
Total Revenue	\$ 3,453,504	\$ 3,453,504	\$ 3,453,504	\$ -
Expenditures:				
Total Expenditures	\$ 2,705,702	\$ 2,705,702	\$ 3,109,243	\$ 403,541
Total Transfers Out	-	-	-	-
Total Expenditures	\$ 2,705,702	\$ 2,705,702	\$ 3,109,243	\$ 403,541

Ordinance 1694
EXHIBIT "A"
BUDGET AMENDMENT
FISCAL YEAR 2022-2023
December 6, 2022

FERF	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Revenue:				
All Revenue Sources	\$ 264,130	\$ 264,130	\$ 264,130	\$ -
Total Revenue	\$ 264,130	\$ 264,130	\$ 264,130	\$ -
Expenditures:				
Total Expenditures	\$ 133,836	\$ 133,836	\$ 160,587	\$ 26,751
Total Transfers Out	-	-	-	-
Total Expenditures	\$ 133,836	\$ 133,836	\$ 160,587	\$ 26,751
Utility Fund				
Revenue:				
All Revenue Sources	\$ 21,277,929	\$ 21,277,929	\$ 21,277,929	\$ -
Total Revenue	\$ 21,277,929	\$ 21,277,929	\$ 21,277,929	\$ -
Expenditures:				
Total Expenditures	\$ 14,032,754	\$ 14,032,754	\$ 14,460,507	\$ 427,753
Total Debt Service	4,291,370	4,291,370	\$ 4,291,370	
Total Transfers Out	3,068,243	3,068,243	3,068,243	-
Total Expenditures	\$ 21,392,367	\$ 21,392,367	\$ 21,820,120	\$ 427,753
Water/WW Capital Improvement Fund				
Revenue:				
All Revenue Sources	\$ 2,905,241	\$ 2,905,241	\$ 2,905,241	\$ -
Total Revenue	\$ 2,905,241	\$ 2,905,241	\$ 2,905,241	\$ -
Expenditures:				
Water CIP	\$ 3,259,900	\$ 3,259,900	\$ 3,684,112	\$ 424,212
WW CIP	\$ 5,252,197	\$ 5,252,197	\$ 5,847,872	\$ 595,675
Total Transfers Out	-	-	-	-
Total Expenditures	\$ 8,512,097	\$ 8,512,097	\$ 9,531,985	\$ 1,019,888
Governmental CIP Fund				
Revenue:				
All Revenue Sources	\$ 6,131,417	\$ 6,131,417	\$ 9,831,417	\$ 3,700,000
Total Revenue	\$ 6,131,417	\$ 6,131,417	\$ 9,831,417	\$ 3,700,000
Expenditures:				
General Government	\$ -	\$ -	\$ 12,572	\$ 12,572
Public Safety	1,500,000	1,500,000	1,582,250	82,250
Community Services	-	-	-	-
Streets/Signs/Signals	2,787,851	2,787,851	3,689,028	901,177
Culture and Recreation	17,009,126	17,009,126	31,203,973	14,194,847
Total Transfers Out	-	-	-	-
Total Expenditures	\$ 21,296,977	\$ 21,296,977	\$ 36,487,823	\$ 15,190,846

Total Revenue	\$ 4,740,376
Total Expenditures	\$ 22,921,952
Net Effect All Funds	\$ (18,181,576)

TOWN OF LITTLE ELM
FY 2022-2023 PO ROLL FORWARD
12.6.2022

Vendor Name	PO #	PO	Original	Invoiced	Balance	Account	Account Description	PO Description
FREESE and NICHOLS	220269	11/22/21	\$ 8,058.12	\$ -	\$ 8,058.12	112-6214-10-00	PROFESSIONAL SERVICES	Garza Lane surplus ROW
NEWEDGE SERVICES, LLC	220736	06/24/22	\$ 51,750.00	\$ -	\$ 51,750.00	112-6214-10-00	PROFESSIONAL SERVICES	DEVELOPMENT SERVICES GIS DATA TOPOLOGY RECONCILIATION,
BLAIS & ASSOCIATES, INC.	210529	04/20/21	\$ 5,559.00	\$ 4,482.75	\$ 1,076.25	112-6214-16-00	PROFESSIONAL SERVICES	Grant Mgmt for TCEQ Alternative fueling facilities program
BLAIS & ASSOCIATES, INC.	210530	04/20/21	\$ 8,715.00	\$ 5,486.25	\$ 3,228.75	112-6214-16-00	PROFESSIONAL SERVICES	Grant Mgmt for NCTCOG SW Implementation grant/ trash compactors project
FD2S, INC	220447	02/17/22	\$ 6,076.81	\$ -	\$ 6,076.81	112-6214-16-00	PROFESSIONAL SERVICES	funds moved from 202 per Kwlison/WBbrandon
MOSAIC PUBLIC PARTNERS LLC	220752	07/11/22	\$ 27,500.00	\$ 16,500.00	\$ 11,000.00	112-6228-30-00	PROFESSIONAL SERVICES	Assistant Police Chief search
FLORES TECHNICAL SERVICES, INC	220831	08/23/22	\$ 5,375.00	\$ -	\$ 5,375.00	112-6326-11-00	IT HARDWARE	Software upgrade for existing System Galaxy access control server
TYLER TECHNOLOGIES, INC.	220348	12/28/21	\$ 500,000.00	\$ 211,221.48	\$ 288,778.52	112-6327-08-00	IT SOFTWARE	Munis Software Conversion
ENTERPRISE FM TRUST	220202	11/04/21	\$ 55,331.83	\$ -	\$ 55,331.83	112-6630-45-00	CAPITAL OUTLAY	Vehicles
DARR EQUIPMENT CO	220246	11/18/21	\$ 27,373.28	\$ -	\$ 27,373.28	112-6630-46-00	CAPITAL OUTLAY	Forklift - pending delivery
Rush Truck Center, Austin	220346	12/23/21	\$ 342,497.00	\$ -	\$ 342,497.00	112-6630-58-00	CAPITAL OUTLAY	Ambulance
Rush Truck Center, Austin	220346	12/23/21	\$ 12,736.00	\$ -	\$ 12,736.00	112-6630-58-00	CAPITAL OUTLAY	Ambulance - addl funds due to chassis change
STEPHEN WATSON	220427	02/08/22	\$ 6,102.85	\$ -	\$ 6,102.85	112-6630-58-00	CAPITAL OUTLAY	Headsets for new Medic
RUSSELL MADDEN, INC	220784	07/22/22	\$ 39,562.88	\$ 930.00	\$ 38,632.88	112-6705-50-00	CONTRACT SIGNS AND SIGNALS	Veterans Bridge lighting Retrofit
Pacheco Koch Consulting Eng.	220899	09/30/22	\$ 34,385.00	\$ 4,008.00	\$ 30,377.00	115-6706-50-00	CONTRACT STREET MAINTENANC	PO for remaining balance of 2014 side street design.
IMAGE MANUFACTURING GROUP, LL	220258	11/18/21	\$ 487,966.00	\$ 487,224.65	\$ 741.35	202-6731-10-00	LANDSCAPE AND SIGNAGE	Wayfinding signage - retainage still encumbered (\$24,361.23)
EZZI SIGNS, INC.	220743	07/01/22	\$ 7,679.50	\$ -	\$ 7,679.50	202-6731-10-00	LANDSCAPE AND SIGNAGE	EMC Board various locations
EZZI SIGNS, INC.	220743	07/01/22	\$ 5,727.50	\$ -	\$ 5,727.50	202-6731-10-00	LANDSCAPE AND SIGNAGE	EMC Board various locations
EZZI SIGNS, INC.	220743	07/01/22	\$ 24,789.00	\$ -	\$ 24,789.00	202-6731-10-00	LANDSCAPE AND SIGNAGE	EMC Board various locations
ENTERPRISE FM TRUST	220202	11/04/21	\$ 45,784.50	\$ -	\$ 45,784.50	500-6630-30-00	CAPITAL OUTLAYS - PD	Vehicles
ENTERPRISE FM TRUST	220202	11/04/21	\$ 45,144.00	\$ -	\$ 45,144.00	500-6630-30-00	CAPITAL OUTLAYS - PD	Vehicles
ENTERPRISE FM TRUST	220202	11/04/21	\$ 45,324.50	\$ -	\$ 45,324.50	500-6630-30-00	CAPITAL OUTLAYS - PD	Vehicles
ENTERPRISE FM TRUST	220202	11/04/21	\$ 56,164.00	\$ -	\$ 56,164.00	500-6630-30-00	CAPITAL OUTLAYS - PD	Vehicles
ENTERPRISE FM TRUST	220202	11/04/21	\$ 70,539.20	\$ -	\$ 70,539.20	500-6630-30-00	CAPITAL OUTLAYS - PD	Vehicles
ENTERPRISE FM TRUST	220202	11/04/21	\$ 55,331.83	\$ -	\$ 55,331.83	500-6630-45-00	CAPITAL OUTLAYS - ANIMAL S	Vehicles
ENTERPRISE FM TRUST	220202	11/04/21	\$ 85,252.55	\$ -	\$ 85,252.55	500-6630-58-00	CAPITAL OUTLAYS - FIRE	Vehicles
GTS TECHNOLOGY SOLUTIONS, INC.	220810	08/10/22	\$ 3,360.84	\$ -	\$ 3,360.84	501-6347-58-00	TIC	1YR NETCLOUD MOBILE ESSENTIALS PLAN AND IBR900 ROUTER WITH WIFI - Per.
CASCO INDUSTRIES INC	220594	04/28/22	\$ 4,586.03	\$ -	\$ 4,586.03	501-6355-58-00	FIRE HOSES	fire hoses
CASCO INDUSTRIES INC	220594	04/28/22	\$ 1,017.76	\$ -	\$ 1,017.76	501-6355-58-00	FIRE HOSES	fire hoses
CASCO INDUSTRIES INC	220594	04/28/22	\$ 1,386.68	\$ -	\$ 1,386.68	501-6355-58-00	FIRE HOSES	fire hoses
NEWGEN STRATEGIES & SOLUTIONS	220740	06/29/22	\$ 21,000.00	\$ 9,087.50	\$ 11,912.50	612-6214-73-00	PROFESSIONAL SERVICES	water and wastewater rate study and long-term financial plan update
KLEINFELDER	220787	07/26/22	\$ 27,900.00	\$ -	\$ 27,900.00	612-6214-73-00	PROFESSIONAL SERVICES	Structural Tank Inspection for 5 million GST at Mansel
Pump Solutions, Inc.	220818	08/17/22	\$ 45,736.00	\$ -	\$ 45,736.00	612-6252-71-00	LIFT STATION MAINTENANCE	Plant Lift Station Pump Replacement
TYLER TECHNOLOGIES, INC.	220348	12/28/21	\$ 500,000.00	\$ 211,221.48	\$ 288,778.52	612-6328-75-00	IT SERVICES	Munis Software Conversion
NEWEDGE SERVICES, LLC	220737	06/24/22	\$ 72,000.00	\$ 30,800.00	\$ 41,200.00	612-6333-76-09	MISC. EXPENDITURES	Phase 2.0 (Development of Data to Generate Geometric Networks) for Utilities G
CORE & MAIN LP	220855	08/29/22	\$ 438.96	\$ -	\$ 438.96	612-6357-61-00	WATER METERS	water meter order pending delivery - Bubba
CORE & MAIN LP	220855	08/29/22	\$ 589.50	\$ -	\$ 589.50	612-6357-61-00	WATER METERS	water meter order pending delivery
CORE & MAIN LP	220855	08/29/22	\$ 1,322.50	\$ -	\$ 1,322.50	612-6357-61-00	WATER METERS	water meter order pending delivery
CORE & MAIN LP	220855	08/29/22	\$ 3,065.50	\$ -	\$ 3,065.50	612-6357-61-00	WATER METERS	water meter order pending delivery
CORE & MAIN LP	220855	08/29/22	\$ 3,449.00	\$ -	\$ 3,449.00	612-6357-61-00	WATER METERS	water meter order pending delivery
CORE & MAIN LP	220855	08/29/22	\$ 2,787.00	\$ -	\$ 2,787.00	612-6357-61-00	WATER METERS	water meter order pending delivery
CORE & MAIN LP	220855	08/29/22	\$ 573.20	\$ -	\$ 573.20	612-6357-61-00	WATER METERS	water meter order pending delivery
BLAIS & ASSOCIATES, INC.	220691	06/08/22	\$ 18,285.00	\$ 2,925.60	\$ 15,359.40	829-6725-76-36	ADMINISTRATIVE FEES	GRANT MANAGEMENT: Reuse Water Main Infrastructure Project
FREESE and NICHOLS	220888	09/15/22	\$ 105,227.00	\$ -	\$ 105,227.00	829-6726-61-08	ENGINEERING FEES	Study to update utility and roadway impact fees
TEAGUE NALL AND PERKINS INC	210546	04/29/21	\$ 51,053.12	\$ -	\$ 51,053.12	829-6726-61-09	ENGINEERING FEES	Engineering King Rd CIP
FREESE and NICHOLS	210719	08/18/21	\$ 97,155.00	\$ 62,137.73	\$ 35,017.27	829-6726-61-10	ENGINEERING FEES	West Side Water System Study - Master Agreement for Professional Services 202
FREESE and NICHOLS	210602	05/25/21	\$ 131,115.54	\$ 316.26	\$ 130,799.28	829-6726-72-02	ENGINEERING FEES	WWTP Fine Bar Screening Design
TRC SOLUTIONS, INC.	220440	02/14/22	\$ 144,200.00	\$ 80,524.75	\$ 63,675.25	829-6726-72-04	ENGINEERING FEES	Design of WWTP UV Disinfection System Upgrade
TRC SOLUTIONS, INC.	220255	11/18/21	\$ 6,850.00	\$ -	\$ 6,850.00	829-6726-76-36	ENGINEERING FEES	design fees - 8" reuse water line along Witt Road
HIDELL & ASSOCIATES ARCHITECTS	220735	06/24/22	\$ 202,100.00	\$ 26,375.25	\$ 175,724.75	829-6727-72-01	ARCHITECTURAL FEES	Public Works Remodel Design Services
CANARY CONSTRUCTION, INC.	210718	08/18/21	\$ 207,518.00	\$ -	\$ 207,518.00	829-6728-61-09	CONSTRUCTION COSTS	King Rd CIP
FREESE and NICHOLS	220592	04/26/22	\$ 5,905.00	\$ 1,915.85	\$ 3,989.15	829-6728-72-02	CONSTRUCTION COSTS	WWTP Fine Bar Screen Addition - Virtual Witness Testing
CANARY CONSTRUCTION, INC.	210718	08/18/21	\$ 117,622.00	\$ -	\$ 117,622.00	829-6728-72-03	CONSTRUCTION COSTS	King Rd CIP
ALLIANCE GEOTECHNICAL GROUP IN	220327	12/15/21	\$ 10,037.50	\$ -	\$ 10,037.50	829-6730-61-09	ENVIRONMENTAL AND TESTING F	Costruction testing - King Road Reconstruction West - Utilities
TRC SOLUTIONS, INC.	220848	08/26/22	\$ 29,930.00	\$ 14,965.00	\$ 14,965.00	829-6730-76-36	ENVIRONMENTAL AND TESTING F	McCord Reuse Waterline Environmental Permitting
TRC SOLUTIONS, INC.	220848	08/26/22	\$ 8,850.00	\$ -	\$ 8,850.00	829-6730-76-36	ENVIRONMENTAL AND TESTING F	McCord Reuse Waterline Environmental Permitting
BLAIS & ASSOCIATES, INC.	210635	06/14/21	\$ 114,570.00	\$ 21,852.70	\$ 92,717.30	871-6725-50-21	ADMINISTRATIVE EXPENSES	Grant Management for Lobo Lane Technology Park EDA Grant

TOWN OF LITTLE ELM
FY 2022-2023 PO ROLL FORWARD
12.6.2022

Vendor Name	PO #	PO	Original	Invoiced	Balance	Account	Account Description	PO Description
BLAIS & ASSOCIATES, INC.	210702	08/03/21	\$ 39,640.00	\$ 11,811.25	\$ 27,828.75	871-6725-55-16	ADMINISTRATIVE EXPENSES	TP&W Outdoor Recreation Grant Program / Cottonwood Park - Grant Managemen
BROWN REYNOLDS WATFORD ARCHI	220756	07/11/22	\$ 31,750.00	\$ 14,000.00	\$ 17,750.00	871-6726-10-10	ENGINEERING FEES	Needs Assessment / Feasibility Study for Fire Stn. 4 and Police substation
TEAGUE NALL AND PERKINS INC	210546	04/29/21	\$ 43,939.38	\$ 10,446.87	\$ 33,492.51	871-6726-50-01	ENGINEERING FEES	Engineering King Rd CIP
TRC SOLUTIONS, INC.	210636	06/14/21	\$ 89,900.00	\$ 46,212.50	\$ 43,687.50	871-6726-50-21	ENGINEERING FEES	Lobo Lane CIP design
Pacheco Koch Consulting Eng.	220421	02/04/22	\$ 615,000.00	\$ 204,783.00	\$ 410,217.00	871-6726-50-22	ENGINEERING FEES	Hill Lane Paving Improvements Design Project
Pacheco Koch Consulting Eng.	220421	02/04/22	\$ 38,000.00	\$ -	\$ 38,000.00	871-6726-50-22	ENGINEERING FEES	Hill Lane Paving Improvements Design Project
Pacheco Koch Consulting Eng.	220421	02/04/22	\$ 22,000.00	\$ -	\$ 22,000.00	871-6726-50-22	ENGINEERING FEES	Hill Lane Paving Improvements Design Project
LEE ENGINEERING, L.L.C.	220543	04/05/22	\$ 17,500.00	\$ 6,750.00	\$ 10,750.00	871-6726-50-23	ENGINEERING FEES	Signal Modification Study - Oak Grove @ Eldorado Parkway
FREESE and NICHOLS	220888	09/15/22	\$ 54,723.00	\$ -	\$ 54,723.00	871-6726-50-24	ENGINEERING FEES	Study to update utility and roadway impact fees
DUNAWAY ASSOCIATES, LP	210480	04/01/21	\$ 385,245.00	\$ 380,015.80	\$ (1,800.00)	871-6726-55-16	ENGINEERING FEES	Cottonwood Park PH 1 Improvements - Engineering Services
DUNAWAY ASSOCIATES, LP	210480	04/01/21	\$ 14,755.00	\$ -	\$ 14,755.00	871-6726-55-16	ENGINEERING FEES	Cottonwood Park PH 1 Improvements contingency
Pacheco Koch, LLC	220271	11/22/21	\$ 9,000.00	\$ 6,000.00	\$ 3,000.00	871-6726-55-17	ENGINEERING FEES	Design - Parking lot improvements - Little Elm Park
DUNAWAY ASSOCIATES, LP	210621	06/08/21	\$ 233,475.00	\$ 128,021.41	\$ 105,453.59	871-6726-55-19	ENGINEERING FEES	The Lawn CIP Design
PARKHILL, SMITH & COOPER, INC.	210499	04/07/21	\$ 120,000.00	\$ 105,300.00	\$ 14,700.00	871-6726-55-20	ENGINEERING FEES	Engineering FM 423 Green Ribbon CIP
DUNAWAY ASSOCIATES, LP	220257	11/18/21	\$ 400,000.00	\$ 354,342.16	\$ 45,657.84	871-6726-55-23	ENGINEERING FEES	design fees - Lakeside Youth Sports Improvements
TRC SOLUTIONS, INC.	220729	06/22/22	\$ 49,950.00	\$ -	\$ 49,950.00	871-6726-55-27	ENGINEERING FEES	Tree & Topo Survey for Cottonwood Park RV Camping Area
DUNAWAY ASSOCIATES, LP	220690	06/08/22	\$ 269,975.00	\$ 92,505.00	\$ 177,470.00	871-6727-55-25	ARCHITECTURAL FEES	Little Elm Primitive Camping Design
NETWORK CABLING SERVICES, INC	220296	12/01/21	\$ 5,986.90	\$ -	\$ 5,986.90	871-6728-10-09	CONSTRUCTION COSTS	Additional amount for Town Hall Remodel cabling
NETWORK CABLING SERVICES, INC	220388	01/18/22	\$ 5,986.90	\$ 1,350.05	\$ 4,636.00	871-6728-10-09	CONSTRUCTION COSTS	Town Hall AV upgrades
LITTLE ELM ECONOMIC DEV CORP	210556	05/04/21	\$ 3,097,193.00	\$ 2,755,745.26	\$ 125,551.79	871-6728-50-15	CONSTRUCTION COSTS	Lakefront Parking Lot Expansion
MILLIS DEVELOPMENT & CONSTR.	220754	07/11/22	\$ 16,360.00	\$ -	\$ 16,360.00	871-6728-55-16	CONSTRUCTION COSTS	ENGINEERING SERVICES-CMAR Preconstruction for Cottonwood Park Phase I
AUI PARTNERS, LLC	220894	09/22/22	\$ 3,775,605.00	\$ -	\$ 3,775,605.00	871-6728-55-19	CONSTRUCTION COSTS	Construction of The Lawn CMAR Project
CENTRAL NORTH CONSTRUCTION,LLC	220383	01/12/22	\$ 1,394,311.50	\$ 1,266,061.40	\$ 128,250.10	871-6728-55-20	CONSTRUCTION COSTS	installation of landscaping improvements along FM 423 per Bid 2021-21
FIELD TURF USA, INC.	220268	11/22/21	\$ 1,476,506.00	\$ -	\$ 1,476,506.00	871-6728-55-23	CONSTRUCTION COSTS	Lakeside Youth SB Fields Synthetic Turf Installation Bid 2022-01 awarded 10-19-
AUI PARTNERS, LLC	220893	09/22/22	\$ 4,196,948.00	\$ -	\$ 4,196,948.00	871-6728-55-23	CONSTRUCTION COSTS	CMAR for Lakeside Youth Sports Construction
ALLIANCE GEOTECHNICAL GROUP IN	220327	12/15/21	\$ 10,037.50	\$ -	\$ 10,037.50	871-6730-50-01	ENVIRONMENTAL AND TESTING	Costruction testing - King Road Reconstruction West - Utilities
ALLIANCE GEOTECHNICAL GROUP IN	220892	09/19/22	\$ 44,972.00	\$ 7,209.00	\$ 37,763.00	871-6730-55-23	ENVIRONMENTAL AND TESTING	Materials Testing for Lakeside Ballfield Sports Complex
WILSON OFFICE INTERIORS, LLC	220620	05/11/22	\$ 1,949.20	\$ -	\$ 1,949.20	871-6732-10-09	FURNITURE AND EQUIPMENT	furniture - hospitality credenza
WHIRLIX DESIGN INC.	220761	07/15/22	\$ 376,400.00	\$ -	\$ 376,400.00	871-6732-55-19	FURNITURE AND EQUIPMENT	Playground Equipment at The Lawn at Lakefront

TOTAL: \$ 14,032,009.91

FUND BREAKDOWN:

General Fund	\$ 858,017.29
Street Maintenance Fund	\$ 30,377.00
Landscape Fund	\$ 38,937.35
VERF Fund	\$ 403,540.58
FERF Fund	\$ 10,351.31
Utility Fund	\$ 427,752.68
Utility CIP Fund	\$ 946,687.72
Governmental CIP Fund	\$ 11,316,345.98

GRAND TOTAL \$ 14,032,009.91



Date: 12/06/2022
Agenda Item #: 5. F.
Department: Finance
Strategic Goal: Maximize community recreation and leisure activities
Staff Contact: Chad Hyde, Director of Community Services

AGENDA ITEM:

Consider Action to Award **Request for Proposal 2023-09 for an Annual Drone Light Show Attraction to FlyLight Drones, LLC**, in an estimated annual amount of **\$20,000 plus revenue share**.

DESCRIPTION:

This attraction will be in operation during Lights on the Lake, with two (2) displays each evening of December 16th, 17th, 21st, and 22nd, for a total of eight (8) shows.

This agreement may be extended annually up to five years, for similar future dates to be specified as events are scheduled.

This solicitation was advertised in the local paper and posted on the Town's eProcurement system. Twenty-seven (27) contractors were notified, with one (1) responding. The offer provided by FlyLight Drones also includes a revenue share of \$4 per ticket purchased on drone nights. The amount will increase to \$8 per full priced ticket and \$4 per discounted ticket once 36,000 tickets have been reached.

BUDGET IMPACT:

Funding has been identified in the Special Events-Lights on the Lake. Expenditures will not exceed funds appropriated, and funds will be committed at the issuance of a purchase order.

RECOMMENDED ACTION:

Staff recommends approval.



Date: 12/06/2022
Agenda Item #: 5. G.
Department: Development Services
Strategic Goal: Maximize community recreation and leisure activities
Staff Contact: Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Approve **Change Order #1 to the Construction Contract with AUI Partners regarding the Lakeside Sports Complex Project.**

DESCRIPTION:

In June 2022, Town Council approved a construction contract to AUI Partners for the Lakeside Youth Sports Complex Project. The project includes the construction of ballfield improvements at the existing Lakeside Middle School property located on Lobo Lane. The key project improvements include:

- Three lighted softball fields
- Artificial turf playing surfaces (under separate contract)
- Restroom and concession area
- Site utilities
- Landscape and irrigation improvements
- One practice field (natural turf, unlighted)

Since the initial funding amount of \$4,200,000 was approved in June, the contractor has submitted a Guaranteed Maximum Price (GMP) proposal that includes pricing for the base program items, as well as several add-alternate items. These alternate items include the following additional improvements around the complex:

- Tennis/Pickleball Courts (resurface existing tennis courts)
- New Outdoor Basketball Court
- Improved Practice Field (natural turf, irrigation)
- Concrete Loop Trail

BUDGET IMPACT:

Funding for the project has been identified in the Capital Improvement Program.

\$	4,196,948	Initial Contract Amount
\$	300,000	Landscape/Irrigation Allowance
\$	274,794	Tennis/Pickleball Courts
\$	54,300	Basketball Court

\$	32,794	Open Practice Field
\$	175,225	Loop Trail
\$	5,034,061	Proposed Contract Amount
\$	50,000	Contingency
\$	(4,200,000)	Initial Approved Funding
\$	884,061	Additional Funding Request

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

GMP Proposal

Overall Project Exhibit



13600 Heritage Pkwy, Suite 150
 Fort Worth, Texas 76177
 P 817.926.4377 F 817.926.6416

June 28, 2022

Town of Little Elm Lakeside Sports Complex Guaranteed Maximum Price

We are pleased to offer the following Guaranteed Maximum Price for the Town of Little Elm Lakeside Sports Complex project:

<u>Description</u>	<u>GMP (\$)</u>
Demolition	\$ 129,000.00
Erosion Control	\$ 10,000.00
Termite	\$ 3,000.00
Earthwork	\$ 90,000.00
Asphalt	\$ 13,500.00
Pavement Markings	\$ 14,700.00
Utilities	\$ 319,049.00
Site Furnishings	\$ 115,000.00
Fence & Gates	\$ 296,635.00
Irrigation & Landscaping	\$ -
Concrete	\$ 540,680.00
Masonry	\$ 261,135.00
Structural Steel	\$ 384,210.00
Misc. Metal	\$ 5,500.00
Rough Carpentry	\$ 3,500.00
Wood Framing	\$ 60,700.00
Roofing	\$ 83,070.00
Joint Sealants	\$ 40,100.00
Doors & Frames	\$ 33,676.00
Windows	\$ 10,000.00
Drywall	\$ 26,000.00
Epoxy Flooring	\$ 4,500.00
Painting	\$ 30,245.00
Signage	\$ 87,537.00
Toilet Access/Partitions	\$ 6,695.00
Misc Specialties	\$ 2,000.00
Athletic Equip	\$ 36,645.00
Plumbing	\$ 159,144.00
HVAC	\$ 32,956.00

Electrical	\$	867,500.00
Backstop Netting	\$	105,000.00
SS Shelving/Counters	\$	20,000.00
Bleachers	\$	28,305.00

Subtotal: \$ **3,819,982.00**

GCs	\$	140,000.00
Insurance	\$	37,620.00
OH	\$	29,982.00
Fee	\$	120,828.00
Bonds	\$	48,536.00

GMP Total: \$ **4,196,948.00**

Qualifications:

1. Allowance of \$115,000 included for site furnishings.
2. Performance & Payment Bonds are included.
3. GMP pricing is based on documents prepared by Dunaway date 5/22/2022
4. Synthetic turf, sub base/drainage system and lime stabilization for ball fields to be performed by Town under separate contract, AUI to coordinate work.
5. The following value savings items are included in the GMP pricing above:
 - Delete topsoil import requirement
 - Alternate design for spectator covered seating
 - Alternate site furnishings (models TBD)
6. Landscaping/Irrigation Allowance of \$300,000 **not included** in current GMP, this scope of work to be added to GMP once requirements are finalized.
7. The following is a list of alternates that are **not included** in the GMP that can be added at a later date if desired:

Alt #1 – Tennis/Pickleball Courts	Add \$274,794
Alt #2 – Basketball Court with Shade Cover	Add \$227,805
Alt #2A – Basketball Court without Shade Cover	Add \$54,300
Alt #3 – Open Practice Field	Add \$32,794
Alt #4 – Loop Trail	Add \$175,225

Exclusions:

1. Material Tax.

2. City permits and impact fees.
3. Franchise utility fees (Gas, Power, Telephone, etc.)
4. Relocation of existing franchise utilities other than indicated on bid documents.
5. Removal of asbestos or hazardous materials.
6. Audio/Visual/Data/Security is excluded. Raceways and back boxes will be provided.
7. Voice, Data, Cable TV Wire & Equipment, Access control, Security, and Alerting to be provided and installed by the owner. Raceways and back boxes are included.
8. Construction cores included for doors, final keying and cores by owner.

We greatly appreciate the opportunity. Please let me know if you have any questions.

Sincerely,
AUI Partners, LLC.



Dustin Stiffler
President



Date: 12/06/2022
Agenda Item #: 5. H.
Department: Community Services
Strategic Goal: Ensure strong relationship within the community and region
Staff Contact: Chad Hyde, Director of Community Services

AGENDA ITEM:

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

DESCRIPTION:

An updated agreement with Denton County, Texas for the current fiscal year. Entering this agreement will allow the Town to provide library services to all residents of Denton County. The term of the agreement shall be for the period from October 1, 2022 through September 30, 2023.

BUDGET IMPACT:

The County will pay the Town of Little Elm fees in the amount of \$33,800.00, payable in equal quarterly installments beginning on October 1, 2022. In addition, the County agrees to pay the municipality an amount not to exceed \$10,000.00 in matching funds upon the following conditions: 1. The Town shall attempt to secure funding from sources other than the County, 2. Upon receipt of additional funding, the Town shall provide proof of the receipt of such funds to the Denton County Auditor on a quarterly basis, 3. The County shall match the Town's additional funding in an amount not to exceed \$10,000.00, 4. Payment by the County to the Town shall be made in accordance with the normal and customary processes and business procedures of the County and payment shall be satisfied from current revenues of the County.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Interlocal Agreement Library Services

THE STATE OF TEXAS
COUNTY OF DENTON

§
§
§

LITTLE ELM PUBLIC LIBRARY

INTERLOCAL COOPERATION AGREEMENT
FOR LIBRARY SERVICES

THIS AGREEMENT is made and entered into by and between Denton County, Texas ("the **COUNTY**"), and the Town of Little Elm, Texas ("the **MUNICIPALITY**"), and has an effective date of October 1, 2022.

WHEREAS, the **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of the **COUNTY**; and

WHEREAS, the **MUNICIPALITY** is a duly organized municipality in Denton County, Texas, engaged in the provision of library and related services for the benefit of the citizens of the **MUNICIPALITY**; and

WHEREAS, the **COUNTY** has requested, and the **MUNICIPALITY** has agreed to provide library services for all residents of the **COUNTY**; and

WHEREAS, the **COUNTY** and the **MUNICIPALITY** mutually desire to be subject to the provisions of Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act, and Chapter 323 of the Texas Local Government Code, regarding County Libraries.

NOW, THEREFORE, the **COUNTY** and the **MUNICIPALITY**, for the mutual consideration hereinafter stated, agree and understand as follows:

I.

The term of this Agreement shall be for the period from October 1, 2022, through September 30, 2023.

II.

For the purposes and consideration herein stated and contemplated, the **MUNICIPALITY** shall provide library services for the residents of the **COUNTY** without regard to race, religion, color, age, disability or national origin. Upon proper proof of residence, by an individual in the **COUNTY**, the individual shall be entitled issuance of a library card, at no cost, to be used in connection with said library services.

The **MUNICIPALITY** shall develop and maintain through the Library one or more of the following programs of service:

1. Educational and reading incentive programs and materials for youth.
2. Functional literacy materials and/or tutoring programs for adults.
3. Job training/career development programs and/or materials for all ages.
4. Outreach services to eliminate barriers to library services.
5. Educational programs designed to enhance quality of life for adults.

III.

The **COUNTY** designates the County Judge to act on behalf of the **COUNTY** and serve as liaison officer for the **COUNTY** with and between the **COUNTY** and the **MUNICIPALITY**. The County Judge or his designated substitute shall insure the performance of all duties and obligations of the **COUNTY** herein stated and shall devote sufficient time and attention to the execution of said duties on behalf of the **COUNTY** in full compliance with the terms and conditions of this Agreement. The County Judge shall provide immediate and direct supervision of the **COUNTY'S** employees, agents, contractors, sub-contractors, or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of the **COUNTY** and the **MUNICIPALITY**.

IV.

The **MUNICIPALITY** shall designate _____ to act on behalf of the **MUNICIPALITY** and to serve as liaison officer for the **MUNICIPALITY** with and between the **MUNICIPALITY** and the **COUNTY** to insure the performance of all duties and obligations of the **MUNICIPALITY** as herein stated and shall devote sufficient time and attention to the execution of said duties on behalf of the **MUNICIPALITY** in full compliance with the terms and conditions of this Agreement. _____ shall provide management of the **MUNICIPALITY'S** employees, agents, contractors, sub-contractors, or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of the **MUNICIPALITY** and the **COUNTY**.

The **MUNICIPALITY** shall provide the **COUNTY** with a copy of the annual report submitted to the Texas State Library and shall respond to the **COUNTY'S** annual questionnaire as documentation of the **MUNICIPALITY'S** expenditures and provision of service.

V.

The **MUNICIPALITY** shall be solely responsible for all techniques, sequences, procedures and coordination of all work performed under the terms and conditions of this Agreement. The **MUNICIPALITY** shall insure, dedicate and devote the full time and attention of those employees necessary for the proper execution and completion of the duties and obligations of the **MUNICIPALITY** as stated in this Agreement and shall give all attention required for proper supervision and direction of their employees.

VI.

The **MUNICIPALITY** agrees that its established library shall assume the functions of a county library within Denton County, Texas, and to provide a librarian who meets the requirements of the **MUNICIPALITY'S** job description.

VII.

The **COUNTY** and the **MUNICIPALITY** agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds and for those of its agents or employees. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party. The **MUNICIPALITY** understands and agrees that the **MUNICIPALITY**, its employees, servants, agents and representatives shall not represent themselves to be employees, servants, agents or representatives of the **COUNTY**.

*To the fullest extent permitted by law, the **MUNICIPALITY** agrees to hold harmless and indemnify the **COUNTY** from and against any and all claims and for all liability arising out of, resulting from or occurring in connection with the performance of the work hereunder, including but not limited to, any negligent act or omission of the **MUNICIPALITY**, its officers, agents or employees.*

The **COUNTY** and the **MUNICIPALITY** acknowledge and agree that the **COUNTY** does not waive any sovereign or governmental immunity available to the **COUNTY** under Texas law and does not waive any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

VIII.

This Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither the **MUNICIPALITY** nor the **COUNTY** waives any immunity or defense that would otherwise be available to it against claims by third parties.

IX.

Any notice required by this Agreement shall be delivered, in writing, by either the **COUNTY** or the **MUNICIPALITY** to the following addresses:

The address of the **COUNTY** is: Denton County Judge
1 Courthouse Drive, Suite 3100
Denton, Texas 76208
Telephone: 940-349-2820

The address of the **MUNICIPALITY** is: Little Elm Public Library
c/o The Town of Little Elm, Texas
100 W. Eldorado Parkway
Little Elm, Texas 75068
Telephone: 214-975-0435

X.

For the full performance of the services above stated, the **COUNTY** agrees to pay the **MUNICIPALITY** fees as described herein from current revenues available for such payment. The **COUNTY** shall pay the **MUNICIPALITY** fees in the amount of **THIRTY THREE THOUSAND AND EIGHT HUNDRED DOLLARS (\$33,800.00)**, based upon North Central Texas Council of Governments service population allocation figures provided to the **COUNTY** by the Library Advisory Board, payable in equal quarterly installments to the **MUNICIPALITY** commencing on October 1, 2022. The Allocation chart setting forth said figures is attached hereto and incorporated herein for all intents and purposes as Exhibit "A." In addition, the **COUNTY** agrees to pay the **MUNICIPALITY** an amount not to exceed **TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00)** in matching funds upon the following conditions:

1. The **MUNICIPALITY** shall attempt to secure funding from sources other than the **COUNTY**.
2. Upon receipt of additional funding, the **MUNICIPALITY** shall provide proof of the receipt of such funds to the Denton County Auditor on a quarterly basis.
3. The **COUNTY** shall match the **MUNICIPALITY'S** additional funding in an amount not to exceed \$10,000.00.

4. Payment by the **COUNTY** to the **MUNICIPALITY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY** and payment shall be satisfied from current revenues of the **COUNTY**.

All funding by the COUNTY to the MUNICIPALITY is subject to the condition that the MUNICIPALITY shall have in place technology protection measures (commonly referred to as “filters”) with respect to any computers used by the public that have Internet access which are designed to block access through such computers to visual depictions that are (1) obscene, as defined by Section 43.21 of the Texas Penal Code, or (2) contain pornography. The technology protection measures shall be in compliance with the Children’s Internet Protection Act.

The MUNICIPALITY hereby certifies that its libraries have either installed and are using the required technology protection measures during use of its computers that have Internet access by the public at the present time or will have such protection measures in place and operational by October 1, 2022.

XI.

This Agreement may be terminated, at any time, by either party by giving sixty (60) days advance written notice to the other party. In the event of such termination by either party, the **MUNICIPALITY** shall be compensated pro rata for all services performed to the termination date, together with reimbursable expenses then due and as authorized by this Agreement. In the event of such termination, should the **MUNICIPALITY** be overcompensated on a pro rata basis for all services performed to the termination date or be overcompensated for reimbursable expenses as authorized by this Agreement, the **COUNTY** shall be reimbursed pro rata for all such overcompensation. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XII.

This Agreement represents the entire integrated Agreement between the **MUNICIPALITY** and the **COUNTY** and supersedes all prior negotiations, representations and/or Agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the **MUNICIPALITY** and the **COUNTY**.

XIII.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performable and all compensation payable in Denton County, Texas.

XIV.

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

XV.

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

EXECUTED this _____ day of _____, 20____.

DENTON COUNTY, TEXAS

The Town of Little Elm, Texas

By: _____
Andy Eads, County Judge
Denton County, Texas

By: _____
Name: _____
Title: _____

ATTEST:

ATTEST:

By: _____
Denton County Clerk

By: _____
Town Secretary

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Denton County under this Agreement.

Denton County Auditor

EXHIBIT A

DENTON COUNTY LIBRARY'S FUNDING (FY 2023)

PER CAPITA: \$ 0.338302
MATCHING: \$ 10,000.00

DENTON COUNTY POPULATION:	950,660
POPULATION OF CITIES WITH LIBRARIES	491,840
REMAINING POPULATION	458,820

	TOTAL	CITY	COUNTY	PER CAPITA	MATCHING	TOTAL	ROUNDED
LIBRARY	POP	POP	allocation	ALLOCATION	FUNDS		
AUBREY	37,961	19,640	18,321	\$ 12,842	\$ 10,000	\$ 22,842	\$ 22,900
CARROLLTON	261,149	135,110	126,039	\$ 88,347	\$ -	\$ 88,347	\$ 88,400
FLOWER MOUND	151,865	78,570	73,295	\$ 51,376	\$ -	\$ 51,376	\$ 51,400
JUSTIN	11,249	5,820	5,429	\$ 3,806	\$ 10,000	\$ 13,806	\$ 13,900
KRUM	11,191	5,790	5,401	\$ 3,786	\$ 10,000	\$ 13,786	\$ 13,800
LEWISVILLE	256,336	132,620	123,716	\$ 86,719	\$ -	\$ 86,719	\$ 86,800
LITTLE ELM	99,813	51,640	48,173	\$ 33,767	\$ 10,000	\$ 43,767	\$ 43,800
PILOT POINT	9,336	4,830	4,506	\$ 3,158	\$ 10,000	\$ 13,158	\$ 13,200
PONDER	4,736	2,450	2,286	\$ 1,602	\$ 10,000	\$ 11,602	\$ 11,700
SANGER	18,304	9,470	8,834	\$ 6,192	\$ 10,000	\$ 16,192	\$ 16,200
THE COLONY	88,718	45,900	42,818	\$ 30,014	\$ 10,000	\$ 40,014	\$ 40,100
TOTAL	950,660	491,840	458,820	\$ 321,610	\$ 80,000	\$ 401,610	\$ 402,200
Aubrey Population:							
Aubrey	7,580						
Crossroads	1,830						
Krugerville	1,970						
Providence	8,260						
Total	19,640						
Ponder Population:	2,450						
Dish (Interlocal Agreement)	200						
Total	2,650						



Date: 12/06/2022
Agenda Item #: 6. A.
Department: Development Services
Strategic Goal: Promote and expand Little Elm's identity
Staff Contact: Fred Gibbs, Director of Development Services

AGENDA ITEM:

Continue the Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1692 Regarding a Proposed Text Amendment to Chapter 106, Zoning Ordinance, by Amending Sec. 106.01.14 - Land Use Definitions, in Order to Establish a Definition for "Family"**.

Open Public Hearing: Public Hearing opened November 15, 2022 at 7:13 p.m.

Receive Public Comments:

Close Public Hearing:

Take Action on Ordinance No. 1692:

DESCRIPTION:

Background.

Concerns were raised to Staff regarding occupancy of single-family structures and the Town's ability to regulate and enforce these areas to ensure zoning compliance. Chapter 106 - Zoning Ordinance, identifies several different types of residential districts, covering a wide range of densities and home types allowed within each district.

Single-family zoning districts specifically require predominantly detached single-family dwellings, defined as:

A platted lot containing one dwelling unit, not attached to any other dwelling by any means and is surrounded by open space or yards, designed and constructed for occupancy by one family and has no physical connection to a building located on any other separate lot or tract.

Currently, Chapter 106 - Zoning Ordinance does not define "family."

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDED ACTION:

Staff requests the item be tabled until December 20, 2022.



Date: 12/06/2022
Agenda Item #: 6. B.
Department: Administrative Services
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Present, Discuss, and Consider Action to Approve **Ordinance No. 1697 Adopting a New Redistricting Plan and Revising Town Council Member Electoral District Boundaries to Rebalance the Population Between the Electoral Districts Based on the 2022 Census; Providing for Certain Findings of Fact; Adopting and Correcting the Official Council Electoral District Map; Providing Notice to Denton County; and Providing an Effective Date.**

DESCRIPTION:

Redistricting on the municipal level is the process by which electoral districts are redrawn in order to rebalance the population between the districts to be as equal in population as practical.

Per the Town's Charter, Town Council must review district boundaries every four years. Additionally, the Voting Rights Act requires a city to periodically review its districts to ensure they are compliant with all constitutional requirements. Generally, districts will meet constitutional requirements if they have no more than a 10 percent deviation among districts.

Town staff engaged Bickerstaff Heath Delgado Acosta LLP to perform an independent assessment of the Town's current district boundaries. The result of their assessment shows that the Town's districts have an estimated deviation of 31 percent, necessitating a redistricting process.

Town Council appointed a subcommittee of Council Members to work with staff and the consultant to provide a recommended redistricting plan. The committee met and is recommending the attached option to Town Council for adoption.

Upon adoption, the new redistricting plan will be used in local elections beginning May 2023.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Town Council Subcommittee and Staff recommend approval.

Attachments

Ordinance No. 1697

TOWN OF LITTLE ELM

ORDINANCE NO. 1697

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, ADOPTING A NEW REDISTRICTING PLAN AND REVISING TOWN COUNCIL MEMBER ELECTORAL DISTRICT BOUNDARIES TO REBALANCE THE POPULATION BETWEEN THE ELECTORAL DISTRICTS BASED ON ESTIMATED POPULATION INCREASES IN THE TOWN SINCE THE 2010 CENSUS; PROVIDING FOR CERTAIN FINDINGS OF FACT; ADOPTING AND CORRECTING THE OFFICIAL COUNCIL ELECTORAL DISTRICT MAP; PROVIDING NOTICE TO DENTON COUNTY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council for the Town of Little Elm, Texas has certain responsibilities for redistricting under federal and state law including but not limited to Amendments 14 and 15 to the United States Constitution; the Voting Rights Act, 52 U.S.C.A. §10301; article XI, section 5 of the Texas Constitution; and Tex. Gov’t Code Ann. §§ 2058.001 and 2058.002; and

WHEREAS, the City Council and Mayor have certain responsibilities for redistricting under the City Charter, as provided by Section 2.03 which specifies that the boundaries of the single member districts within the Town shall be as equal in population as practical and reviewed and updated by the Town Council every four (4) years; and

WHEREAS, the City engaged the law firm of Bickerstaff Heath Delgado Acosta LLP to act as the City’s redistricting consultant, including advising and assisting the Town Council in preparation of a new redistricting plan in compliance with applicable requirements of state and federal law; and

WHEREAS, the Town has determined, based on the 2020 Census, that existing council electoral districts in the Town of Little Elm are substantially unequal in population and should therefore be redrawn; and

WHEREAS, the Town desires to be in compliance with all applicable state and federal law, in addition to providing council member electoral districts that honor one’s right to vote; and

WHEREAS, on December 6, 2022, the Town Council adopted redistricting criteria to assist the Town in developing redistricting plans that comply with applicable federal and state laws, and the adopted redistricting criteria were applied in the development of the City’s new redistricting plan; and

WHEREAS, the Town Council finds that the attached map of the new council member electoral districts reflect the division of the Town of Little Elm into four (4) districts that satisfy all legal requirements, including the U.S. and Texas Constitution, the Federal Voting Rights Act, the Town Charter, and all of the Criteria established by Town Council at the outset of this process; and

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

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

SECTION 2. ADOPTION OF PLAN. The boundaries of the four (4) Town Council member electoral districts are hereby modified, amended, and redrawn for the purposes of apportioning the population of the Town of Little Elm as illustrated on the attached Council District Map, attached, and incorporated by reference into this ordinance.

SECTION 3. ELECTION PRECINCTS. The Town Attorney is hereby instructed to send a copy of this ordinance and the newly adopted map to the proper officials of Denton County and the Department of Justice in compliance with all applicable Federal and State regulations so that revised election precincts are effective beginning 2023.

SECTION 4. EFFECTIVE DATE. That this Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the Town Charter, in order to be in effect for application to the Town's May 2023 general election.

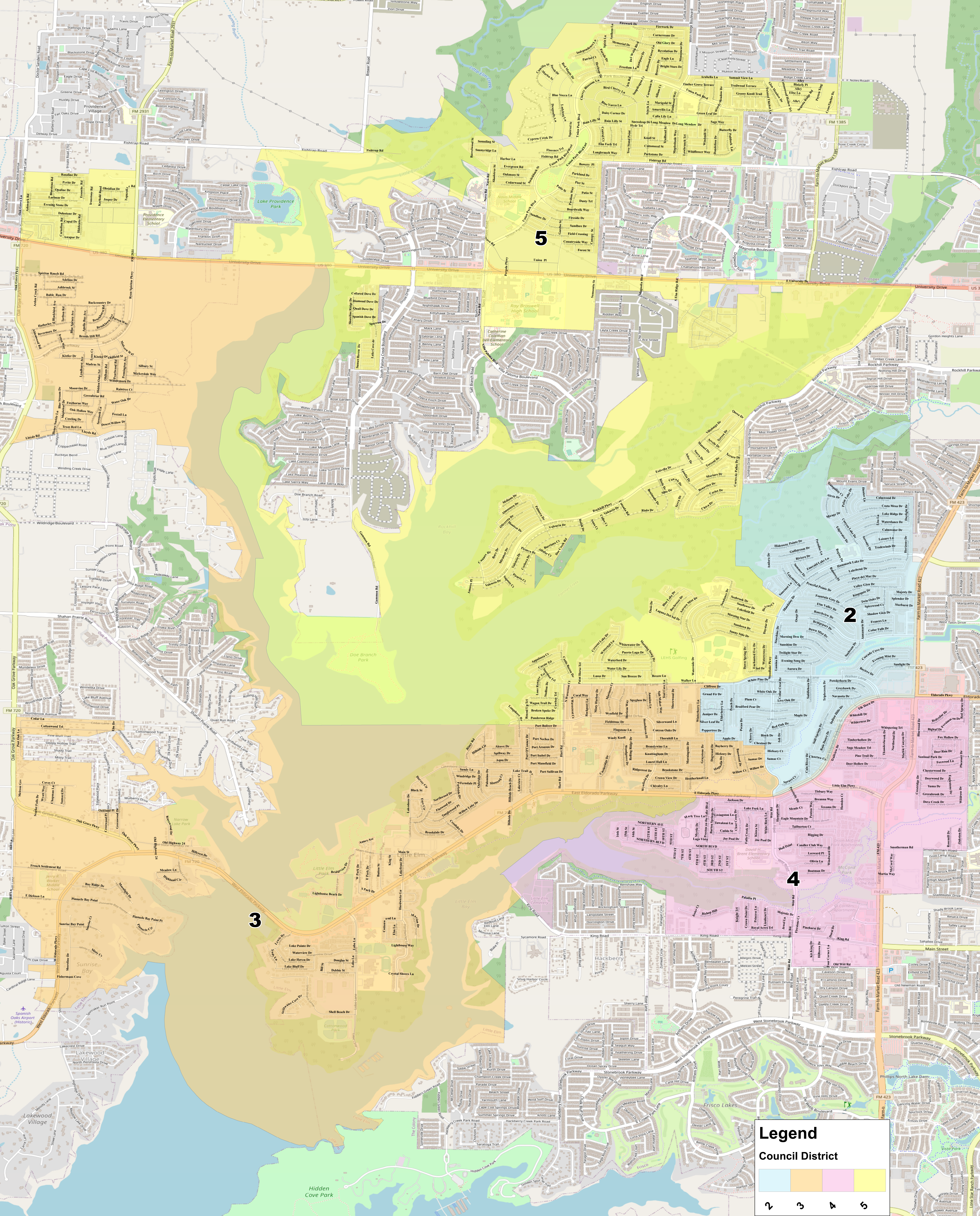
PASSED AND APPROVED this the 6th day of December, 2022.

TOWN OF LITTLE ELM, TEXAS

Curtis J. Cornelious, Mayor

ATTEST:

Caitlan Biggs, Town Secretary





Date: 12/06/2022
Agenda Item #: 6. C.
Department: Administrative Services
Strategic Goal: Ensure strong relationship within the community and region
Staff Contact: Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Present, Discuss, and Consider Action on **Ordinance 1698 Amending the Little Elm Youth Council By-Laws.**

DESCRIPTION:

On August 2, 2022, Town Council approved Ordinance No. 1674 establishing the Little Elm Youth Council and approving the by-laws.

Applications for the inaugural Council were open from September 29 to November 18. The Town received the following applications:

- 11 from Lone Star High School
- 7 from Little Elm High School
- 1 from Panther Creek High School
- 2 from non-residents

According to the by-laws, two (2) members shall be from Little Elm ISD, two (2) members shall be from Frisco ISD, two (2) members shall be from Denton ISD, and one (1) member shall either be from one of the ISDs, private, home, or charter school.

However, there were no eligible applications received for Denton ISD.

Town staff is bringing this item forward to amend Article III of the by-laws to allow for eligible applicants from other districts to fill positions of a district that does not receive any eligible applicants.

Town staff is also recommending a change to Article V that will allow the appointed Youth Council to adopt their regular meeting schedule.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Ordinance No. 1698

**TOWN OF LITTLE ELM
ORDINANCE NO. 1698**

**AN ORDINANCE OF THE TOWN COUNCIL OF LITTLE ELM, TEXAS ("TOWN"), AMENDING
THE LITTLE ELM YOUTH COUNCIL BY-LAWS.**

WHEREAS, the youth of the Town of Little Elm constitute an underutilized resource of ideas, knowledge, and experience with respect to the Town and its affairs; and

WHEREAS, the Town Council has identified in its 2022 Strategic Plan to create more opportunities for youth involvement; and

WHEREAS, students in 9th-12th grades of any public, private, charter, or home school that serves youth in the Town of Little Elm are willing to devote their time and energy into improving the Town and the community through the Little Elm Youth Council;

WHEREAS, Town Council adopted Ordinance No. 1574 establishing the Little Elm Youth Council and approving by-laws and now needs to amend the by-laws;

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

SECTION 1. ARTICLE III - MEMBERSHIP.

The section will now read:

Two (2) members shall be from Little Elm ISD, two (2) members shall be from Frisco ISD, two (2) members shall be from Denton ISD, and one (1) member shall either be from one of the ISDs, private, home, or charter school.

If eligible applicants are not received for a district, any eligible applicant may be appointed.

SECTION 2. ARTICLE V – Regular and Special Meetings.

The section will now read:

Regular Meetings. A minimum of 10 regular meetings are to be scheduled each Youth Council year (August 1st to June 30th). The Youth Council may vote to reschedule or cancel regular meetings at its first meeting of each year (on or after August 1st) during the approval of the regular meeting calendar (See Section titled "Regular Meeting Calendar").

**PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, on
this the 6th day of December, 2022.**

Town of Little Elm, Texas

Curtis Cornelious, Mayor

ATTEST:

Caitlan Biggs, Town Secretary

**Town of Little Elm
Youth Council By-Laws**

**Article I
Name**

There is hereby established a Youth Council for the Town of Little Elm (herein after also referred to as "Youth Council").

**Article II
Purpose, Powers, and Duties**

The Youth Council shall study, investigate, plan, implement and advise the Town on matters related to youth;

The Youth Council shall develop and promulgate policies, programs and services that empower, support, and inform youth; that create a family-friendly community; and that enable and encourage youth to be productive members of the community;

The Youth Council shall serve as an advisory body to the Town on all matters dealing with youth;

The Youth Council shall work with the Mayor, Town Council and Town staff to develop and implement policies that focus on youth;

The Youth Council shall advise the Mayor, Town Council and Town staff on important issues that relate to youth;

The Youth Council shall facilitate the planning and organization of youth summits and regular neighborhood meetings throughout the Town;

The Youth Council shall build partnerships with individuals, groups, and organizations that impact both youth and families;

The Youth Council shall partner with individuals, groups, and organizations in the planning and implementation of services, supports, and opportunities for Little Elm's youth and families; and,

The Youth Council shall carry out and implement other directives from the Mayor, Town Council and Town staff.

**Article III
Membership**

Voting Membership. The Youth Council shall consist of seven (7) voting members, all of whom shall reside within the corporate limits of the Town and be appointed by the Town Council.

Town of Little Elm Youth Council By-Laws

Two (2) members shall be from Little Elm ISD, two (2) members shall be from Frisco ISD, two (2) members shall be from Denton ISD, and one (1) member shall either be from one of the ISDs, private, home, or charter school.

If eligible applicants are not received for a district, any eligible applicant may be appointed.

All members must be in 9th-12th grade.

Ex-Officio, non-voting Membership. One (1) Town Council Member shall serve as the liaison to the Youth Council.

Compensation and Reimbursement of Expenditures.

Members of the Youth Council shall serve without compensation; provided, however, that each member may be reimbursed for actual expenditures (authorized in advance of the expense being made) reasonably incurred by him or her in connection with his or her duties as a member of the Youth Council.

Terms of Office. All terms of office shall begin on August 1st and expire on July 30th ("year"). The terms for all members shall be one (1) year. Members may be recommended for reappointment.

Forms and Media Release. Within 30 days of appointment, Youth members are required to have a completed "Commitment" form, "Official Contact" form, and "Authorization and Release to Record and/or Use Personal Likeness, Image and/or Voice" form on file with the Staff Liaison. Parent/ Guardian signatures are required for youth under the age of 18. These forms are to be completed and submitted within 30 days of appointment. Failure to fulfill this requirement shall constitute a voluntary refusal of participation by the member and shall result in a new youth member being appointed to the Youth Council.

Absences. Any member of the Youth Council who is unable to attend a meeting shall notify the Staff Liaison, in advance of the meeting, stating the reason for his or her absence. Two (2) unexcused absences shall constitute the voluntary resignation of a member. Unexcused absences are those absences which occur and notification has not been given to the Staff Liaison prior to the missed meeting.

Removal. Members of the Youth Council may be removed by the Mayor for inefficiency, neglect of duty or malfeasance while in office, and the applicable governing body may remove the member representing it for the same reasons. The Mayor or governing body, as the case may be, shall file a written statement of the reasons for such removal.

Resignation. Any member of the Youth Council may resign at any time, provided, however, that for courtesy and efficiency purposes, notice of resignation shall be in writing to the Staff Liaison. In addition, as described in these By-Laws, any member shall be deemed to voluntarily have resigned upon the occurrence of any of the following: failure to be present at eight (8) or more regular meetings; failure to submit

Town of Little Elm Youth Council By-Laws

“Commitment” form, “Official Contact” form, and/ or “Media Release” within 30 days of appointment; or, failure to notify Staff Liaison or Chair in advance of meeting with reason for absence two (2) times, resulting in two (2) unexcused absences.

Vacancies. Vacancies occurring on the Youth Council, other than through the expiration of a term, shall only be filled at the beginning of a new Youth Council year for the remainder of the unexpired term of office. However, up to three (3) vacancies may be appointed annually by the remaining youth council members to serve on an interim basis until such time as a permanent appointment is made by the Town Council. An interim member shall have the rights, powers, duties, and obligations of a regular Youth Council member.

Article IV Officers

Election of Officers. It is preferred that officers have previous experience on the Youth Council as a voting Youth Councilmember, except for the inaugural year. In order to be considered for an officer position, the Youth Council member must state that they are willing to fulfill all Officer duties as stated in the By-Laws. A vote shall be taken after all candidates have expressed their interest in the particular position. After all votes have been submitted for each position, the votes shall be tabulated and the winners announced. In the case of a tie, those candidates shall have a run-off election to decide who shall receive the position. In the run-off, each candidate has the option to give a speech with a maximum time limit of three (3) minutes.

Duties of Officers.

Chair. The Chair shall preside over and conduct all meetings of the Youth Council and of the Executive Committee. In addition, the Chair shall serve as chair for the meetings of committees as assigned. The Chair shall determine agendas with the Staff Liaison and/ or Executive Committee. The Chair shall act as the spokesperson for the Youth Council. The Chair or his or her designee shall report to the Town Council on a regular basis. The Chair shall be responsible for completion of an annual report of the Youth Council to be presented to the Town Council. The Chair shall be responsible for other duties as assigned by the Staff Liaison, Mayor, and/ or Town Council.

Vice-Chair. The Vice-Chair shall be responsible for taking on the duties of the Chair in the event the Chair is unable or unwilling to fulfill such duties. The Vice-Chair shall attend Executive Committee meetings and other meetings as necessary. The Vice-Chair shall be responsible for other duties as assigned by the Staff Liaison, Mayor, and/ or Town Council.

Secretary. The Secretary shall be responsible for the proper recording of the minutes of the Youth Council meetings. The Secretary shall be responsible for tracking attendance of all members at the Youth Council meetings. The Secretary shall work with the Staff Liaison in preparing typed minutes and shall present those minutes for approval at the next appropriate meeting. The Secretary shall be responsible for

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following proper parliamentary procedure and shall assist the Chair and Youth Council with following these By-Laws and proper parliamentary procedure. The Secretary shall, if necessary, chair a By-Laws committee. The Secretary shall attend Executive Committee meetings and other meetings as necessary. The Secretary shall be responsible for other duties as assigned by the Staff Liaison, Mayor, and/ or Town Council.

Historian. The Historian shall be responsible for maintaining the History of the Youth Council. This includes taking full responsible for the Annual Yearbook as stated in the By-Laws: the annual yearbook shall include pictures and other memorabilia from each event/ activity of the Youth Council. It is to serve as a historical document for each Youth Council documenting events/ activities and the membership of the Youth Council. The Historian will also work closely with the Communication officer to make sure all Youth Council events are documented with photographs. The Historian shall attend Executive Committee meetings and other meetings as necessary. The Historian shall be responsible for other duties as assigned by the Staff Liaison, Mayor, and/ or Town Council.

Communications Officer. The Communication Officer shall be responsible for the promotion of Youth Council as well as maintaining all social media outlets. These include: Little Elm Youth Council Facebook page and Instagram page. The Communication Officer will also work closely with the Historian to make sure all Youth Council events are documented with photographs. The Communication Officer shall attend Executive Committee meetings and other meetings as necessary. The Communication Officer shall be responsible for other duties as assigned by the Staff Liaison, Mayor, and/ or Town Council.

Executive Committee. The above listed officers shall comprise the Executive Committee and shall be responsible for duties as described under the section titled Committees, Executive Committee.

Article V Regular and Special Meetings

Regular Meetings. ~~Regular or General Meetings of the Mayor's Youth Council shall generally be held on the second Tuesday of each month.~~ A minimum of 10 regular meetings are to be scheduled each Youth Council year (August 1st to June 30th). The Youth Council may vote to reschedule or cancel regular meetings at its first meeting of each year (on or after August 1st) during the approval of the regular meeting calendar (See Section titled "Regular Meeting Calendar").

Regular Meeting Calendar. At the first Youth Council meeting (on or after August 1st) each year, a calendar of regular meetings shall be presented to the Youth Council for vote.

It is at this time the Youth Council shall be afforded the opportunity to cancel or reschedule regular meetings due to holidays, testing, or other pertinent conflicts with the

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dates as outlined. Calendars to be taken into consideration include, but are not limited to the Town of Little Elm calendar, Little Elm ISD calendar, Frisco ISD calendar, Denton ISD calendar, and other official school calendars as applicable.

A 2/3 majority vote in favor of changing a specific date shall be required of those members present to change the date. A simple majority of those members present shall be required to pass the entire calendar as a whole. The approved calendar shall be distributed with the agenda at the following meeting.

Special Meetings. Special meeting of the members, for any purpose(s), may be called by the Mayor, the Executive Committee, or Staff Liaison.

Place of Meetings. Any Town of Little Elm facility can be designated as the place of meeting for any meeting of the Youth Council that has been called, including regular, special, and committee meetings. If no designation is made, the place of meeting shall be the Town of Little Elm Town Hall building (100 W Eldorado Pkwy).

Notice of Meetings. Written or printed notice stating the place, day, hour, and purpose of the meeting, unless otherwise prescribed by statutes, shall be posted not less than seventy-two (72) hours prior to the meeting on the bulletin board outside the entrance of Town of Little Elm Town Hall (100 W Eldorado Pkwy, Little Elm, TX 75068) and notice shall be placed on the website of the Town of Little Elm website.

Attendance of Meetings. All voting members are required to attend a minimum of eight (8) meetings from August 1st to July 30th to retain membership on the Youth Council. Any member of the Youth Council who is unable to attend a meeting shall notify the Chair or Staff Liaison, in advance of the meeting, stating the reason for his or her absence. Two (2) unexcused absences or attendance at less than eight (8) meetings per year shall constitute the resignation of the member.

Quorum. A quorum shall consist of a simple majority of members. If less than a quorum is present at the meeting, the ranking officer or Staff Liaison shall adjourn the meeting. A quorum shall be required for the Youth Council to take action upon any item set forth on the agenda.

Article VI Committees Standing and Ad-Hoc

Executive Committee. The Executive Committee shall meet prior to each regular Youth Council meeting. The Executive Committee shall have the right to determine the agenda of Youth Council meetings with the Staff Liaison, Mayor, and/ or Town Council. The Executive Committee shall aid in the preparation of the Annual Report and annual Yearbook of the Youth Council. The Executive Committee shall be responsible for other duties as determined by the Staff Liaison, Mayor, and/ or Town Council.

Town of Little Elm Youth Council By-Laws

Ad-hoc. Other committees may be created as necessary by the Staff Liaison, Mayor, Town Council, and Chair in order for the Youth Council to successfully carry out its duties.

Article VII Reports Annual and Special

Annual Report. Comprehensive report prepared yearly and presented to Town Council documenting the activities, successes, and potential areas of improvement of the Youth Council. Responsibility of the annual report shall be that of the Executive Committee with the primary responsibility to complete and present the Annual Report on the Chair of the Youth Council. Topics should include but is not limited to events, community service, By-Laws, policies, retreats, conferences, etc. Should include facts and figures of the activities of the Youth Council as supporting evidence.

Strategic Plan. The Youth Council shall have a Strategic Plan to outline goals of the Youth Council for up to four (4) years.

Annual Yearbook. The annual yearbook shall include pictures and other memorabilia from each event/ activity of the Youth Council. It is to serve as a historical document for each Youth Council documenting events/ activities and the membership of the Youth Council.

Event Reports. A report shall be completed for each event/ activity which the Youth Council is engaged in. This report shall be prepared by the primary coordinator of the event. The report shall be presented to the Youth Council at the following meeting. The Chair of the Youth Council shall use these reports to help compose the Annual Report.

Special Reports. The Chair, Executive Committee, and Staff Liaison may ask for reports in addition to those listed above as deemed necessary. Special Reports may be requested to provide information to the Town Council and/ or Town Staff as to the activities or plans of the Youth Council.

Article VIII Conduct

Dress and Demeanor. It is important for members of the Youth Council to appear neat, clean, and appropriate in appearance. Each Youth Councilmember is expected to have appropriate demeanor at all times in order to positively promote the Youth Council, the Town of Little Elm, and all of the youth of Little Elm.

Little Elm Governance Policy. The members of the Youth Council must adhere to the Little Elm Governance Policy and Ethics Ordinance.

Article IX Parliamentary Authority

**Town of Little Elm
Youth Council By-Laws**

Parliamentary Authority. The rules contained in the current edition of ***Robert's Rules of Order Newly Revised*** shall govern the Youth Council in all cases to which they are applicable and in which they are not inconsistent with these By-Laws and any special rules of order the Youth Council may adopt.

**Article X
Amendments**

These By-Laws may be altered, amended, or repealed, and new By-Laws may be adopted by the Executive Committee with prior written notice to the members as provided herein; provided however, that such alterations, amendments, or repeals be authorized by a two-thirds (2/3) vote of all members of the Youth Council, and provided further that vote by proxy shall not be permitted.

These By-Laws have been passed and approved on this DATE by the Little Elm Youth Council.

NAME

Youth Council Chair
2022-2023 LEYC Chair

NAME

Town of Little Elm
LEYC Staff Liaison