LITTLE ELM

WORKSHOP & REGULAR MEETING OF THE TOWN COUNCIL

Tuesday, September 19, 2023
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. Discuss the **Charter Review Committee Appointment Process.**

   B. Discuss **Veterans Committee Appointments.**

   C. Discuss **Float Options for the 2023 Christmas Parade.**

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   C. Items to be Withdrawn from Consent Agenda.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 September 2023 as Suicide Prevention Awareness Month.**

B. Present **Milestone Anniversary 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 551.007, 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 September 5, 2023, Regular Town Council Meeting.**

B. Consider Action to Authorize the **Town Manager to Execute Any and All Contract Documents Associated with the Renewal of Employee Benefits including Blue Cross Blue Shield of Texas, Superior Vision, and Mutual of Omaha.**

C. Consider Action to Approve an **Interlocal Agreement between Valencia Public Improvement District No. 2 and Denton County for Tax Collections for a Term of One (1) Year beginning October 1, 2023, through September 30, 2024, with an Automatic Renewal of an Additional One (1) Year Term at the Discretion of the County and the Town.**

D. Consider Action to Award **Bid 2023-17 for Wastewater Treatment Plant Dewatering & Clarifier Improvements Project to Red River Construction in the amount of $3,577,000, and Authorize the Town Manager to Execute the Contract.**

E. Consider Action to Authorize the **Purchase of Furniture for the Public Works Facility Remodel in the amount of $167,418.03.**

F. Consider Action to Approve **Ordinance No. 1731 Amending the Town of Little Elm's Employee Manual.**

G. Consider Action to Approve **Ordinance No. 1728 Providing for Refuse Rates; Providing for a Repealing Clause; Providing for a Severability Clause; and Providing an Effective Date per request of Community Waste Disposal for Disposal Rate Adjustments per Current Service Contract.**

H. Consider Action to **Award a Construction Contract for the Wood Family Dog Park Expansion Project (Bid #2023-20) to Ratliff Hardscape, LTD in an amount not to exceed $350,000.**

I. Consider Action to Award a **Professional Services Contract to Dunaway Associates, LLC for the Parks, Recreation, and Open Space Master Plan Update.**

J. Consider Action to Approve **Resolution No. 0918202301 Approving the Little Elm EDC's Investment Policy for 2023-2024.**

K. Consider Action to Approve the **Fifth Amendment of the Concession Agreement for Waterboard Park between the Town of Little Elm, Little Elm Economic Development and America's Cable Park Group, LLC.**

6. **Regular Items.**

A. Present, Discuss, and Consider Action on **Ordinance No. 1727 Repealing Article IV, Juvenile Curfew, of Chapter 70, Offenses and Miscellaneous Provisions, of the Code of Ordinances of the Town of Little Elm; Providing for a Repealer Clause; Providing a Savings Clause; Providing a Severability Clause; and Providing an Effective Date.**

B. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1729 a Proposed Text Amendment to Chapter 106, Zoning Ordinance by Amending Section 106.04.02 - Lakefront District, in Order to Establish Definition, Review Criteria, and Procedures for "Art Installations," and Enable Minor Corrections Throughout the Text.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1729:

C. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1730 Regarding a Request to Rezone Approximately 1.4 Acres of Land, Currently Zoned as Light Commercial (LC), Generally Located 185 Feet West of The Intersection of FM 423 and King Road, Within Little Elm's Town Limits, in Order To Establish a New Planned Development District Based on Light Commercial District Standards with Modified Uses, to Allow for One "Body Art Studio" not to Exceed 1,035 Square Feet.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1730:

D. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Haimark Center LLC.**

7. **Convene in Executive Session pursuant to Texas Government Code:**

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

8. **Reconvene into Open Session**

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

- COVID-19 Pandemic and the Town's response thereto, including the consideration of an emergency declaration ordinance.
- Section 551.071 for private consultation with the Town Attorney to discuss the COVID-19 pandemic and municipal authority to respond to the COVID-19 outbreak and to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.
- Section 551.072 to discuss certain matters regarding real property.
- Section 551.074 of the Texas Government Code to discuss and deliberate personal matters to evaluate performance duties, of a public officer or employee(s).
    - Town Manager
    - Town Secretary
- 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 15th day of September 2023 before 5:00 p.m.

Date:	09/19/2023
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:

Discuss the **Charter Review Committee Appointment Process.**

DESCRIPTION:

According to Section 15.02 of the Town's Charter, a Charter Review Committee shall be established and appointed by Town Council at least every two (2) years from the date that the prior Charter Review Committee concluded its operations. Additionally, this committee shall be composed of not fewer than seven (7) residents of the Town.

The most recent Charter Review Committee concluded its operations in January 2022 with no recommendations to Town Council.

Staff will be bringing forward an item on the October 17, 2023, agenda for Town Council to appoint this committee.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Date:	09/19/2023
Agenda Item #:	1. B.
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:

Discuss **Veterans Committee Appointments.**

DESCRIPTION:

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

After being selected by the selection committee, made up of the Mayor, Mayor Pro Tem, and Council Liaison to the Veterans Committee, the below individuals were appointed to serve on the Veterans Committee on August 2, 2022 for the indicated terms.

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

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

Since appointment, two committee members, Walda Muldoon and Bill Roebken, have resigned their positions. Town staff is now requesting guidance on how to proceed with the appointment of two new committee members to fill these roles.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff requests direction from Town Council.

Date:	09/19/2023
Agenda Item #:	1. 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:

Discuss **Float Options for the 2023 Christmas Parade.**

DESCRIPTION:

Town staff will present float options for the 2023 Christmas Parade on Friday, December 1.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff requests direction from Town Council.

Date:	09/19/2023
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 September 2023 as Suicide Prevention Awareness Month.**

DESCRIPTION:

Mayor Cornelious will present a proclamation declaring September 2023 as Suicide Prevention Awareness Month.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Inofrmation only, no action required.

Attachments

2023 Suicide Prevention Awareness Month Proclamation

LITTLE ELM

Proclamation

WHEREAS, addressing the prevention of suicide needs of children, youth, and adults today is fundamental to the future of the Town of Little Elm; and the residents of Little Elm value their overall health and life and that of their families and fellow residents and are proud to support observances such as Suicide Prevention Awareness Month; and

WHEREAS, there is an average of 130 suicide deaths per day in the US; one suicide death every two hours in our state; and 10% of adults experience suicidal thoughts in the US; and 1 in 5 Texas high school students reported seriously thinking about suicide and 20% making a plan and 12% making an attempt; and

WHEREAS, the need for comprehensive, coordinated mental health and suicide prevention services for individuals and families' places upon our community is a critical responsibility. There is a strong body of research that supports specific tools that all Americans can use, to better handle challenges, and protect their overall health and well-being; and each citizen, local business, school, government agency, healthcare provider, and faith-based organization shares the weight of suicide concerns and has a responsibility to promote mental wellness, recovery, and support prevention efforts; and

WHEREAS, the Denton County Behavioral Health Leadership Team, Denton County MHMR Center, Denton County Zero Suicide Task Force, Denton County LOSS Team, and Denton Regional Suicide Prevention Coalition are effectively addressing the mental health and suicide prevention needs of children, youth, adults, and families in our community; and it is appropriate that a month should be set apart each year for the direction of our thoughts toward suicide prevention education and the support of treatment and recovery.

NOW, THEREFORE, we declare September 2023 as **Suicide Prevention Awareness Month** and call upon our residents and all agencies and organizations in Little Elm interested in helping to prevent suicide to unite this month in increasing awareness and understanding of suicide, the steps our citizens can take to help prevent suicide, and the need for appropriate and accessible services for all people experiencing suicidal thoughts.

Given under my hand and Seal of the Town of Little Elm, Texas, this 19th day of September, 2023.

_____

Curtis J. Cornelious, Mayor of Little Elm

Date:	09/19/2023
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 **Milestone Anniversary Coins.**

DESCRIPTION:

Town Manager Matt Mueller will present milestone anniversary coins to:

- Erin Mudie, Public Information and Engagement Officer, 5 years
- Caitlan Biggs, Director of Administrative Services/Town Secretary, 5 years
- Chad Hyde, Director of Community Services, 10 years

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Date:	09/19/2023
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 September 5, 2023, Regular Town Council Meeting.**

DESCRIPTION:

The minutes from the September 5, 2023, regular Town Council meeting are attached for approval.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Minutes - September 5, 2023

D R A F T

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

REGULAR TOWN COUNCIL MEETING
TUESDAY SEPTEMBER 5, 2023 - 6:00 p.m.

Present: Mayor Curtis J. Cornelious; Council Member Neil Blais; Mayor Pro Tem Jamell T. Johnson; Council Member Tony Singh; Council Member Lisa G. Norman; Council Member Andrew Evans; Council Member Michel Hambrick

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; Shea Rodgers, Chief Information Officer

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

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

A. Discuss **Potential Updates to the Town of Little Elm's Governance Policy.**

Town Manager Matt Mueller gave an overview of the item. Council gave direction on the following items:

- Term limits for members of Boards and Commissions
  - Table this item
- Voting vs. Non-Voting Council Liaison assignments
  - Liaisons will remain in their current voting or non-voting status
- Number of Council Members serving on Boards and Commissions, when allowed
  - The liaison and up to one more
- Rotation of Council Liaison assignments
  - None
- Council Liaison selection process
  - Add that The Mayor will put forth a proposal based on the questionnaire that requires Council Members to rank assignments that include detailed information and discussed with the entire Council
  - Add that the questionnaire results will be shared with the Council prior to the meeting where assignments are approved
- Memberships to organizations for the entire Council or individual Council Members

- Town-wide memberships are brought before the Town Council for approval
- Individual memberships should benefit the Town and be non-partisan - include a process for a Council Member to request a membership
- Travel and training guidelines
  - Council would like history on travel for Council Members for the past five years
  - Council would like staff to look at how other cities budget for travel and training for Council Members
- Include a policy to define when the Town can offer free tickets for Council Members/individuals/organizations
  - Staff to research other cities

B. Discuss the **2023 Children's Advocacy Center Gala.**

Mayor Pro Tem Jamell Johnson asked if Town Council would be interested in purchasing a table at the gala. Police Chief Rodney Harrison gave Town Council a background on the Town's relationship with the Children's Advocacy Center.

Interested Council Members will let Caitlan know if they can attend. The Town will purchase individual tickets for Council Members.

C. Discuss **The Lawn at the Lakefront Rules and Policies.**

Community Services Director Chad Hyde gave an overview of the item. He also stated that there would not be any outside rentals for this facility but would consider partnership events.

Town Council gave direction to proceed with the rules as proposed.

D. Discuss **CWD Residential Contract Market Adjustment.**

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

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

A. Invocation.

Council Member Neil Blais 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.

Council Member Tony Singh requested a future work session item to discuss the new laws that passed out of the most recent legislative session.

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

Town Manager Matt Mueller gave the dates for upcoming events in the Town: the ribbon cutting for Lakeside Sports Complex on Saturday, September 9th, the ground breaking for Cottonwood Park on September 19, and the ribbon cutting for The Lawn at the Lakefront on September 21.

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

None.

3. **Presentations.**

A. Recognition of **Liberty Mutual Insurance & The Ernie William Agency for their Sponsorship of Little Elm's Juneteenth Event.**

The Mayor recognized Liberty Mutual Insurance & The Ernie William Agency for their Sponsorship of Little Elm's Juneteenth Event.

B. Recognition of **Keep Little Elm Beautiful for Receiving the Governor Community Achievement Award for Year 2023 from Keep Texas Beautiful.**

This item will be pushed to the September 19, 2023, meeting.

C. Present a **Proclamation Declaring September 2023 as Live United Month.**

The Mayor presented the proclamation.

D. Present a **Proclamation Declaring September 5 through 9, 2023 as Payroll Week.**

The Mayor presented the proclamation.

E. Present a **Proclamation Declaring September 8, 2023 as Lissencephaly Awareness Day.**

The Mayor presented the proclamation.

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 551.007, Texas Government Code.

Abby Altman, a Lifescout of Troup 45, is announced to the Council that she is coordinating a blood drive at Button Church on Saturday, September 9 from 9am-5pm as her eagle scout project.

Michael Kelly, unknown address, addressed the Council on a public health and quality of life issue related to the number of bird feeders located on a property that attract a large number of birds and rodents near his house.

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 Neil Blais, seconded by Council Member Tony Singh ***to approve the consent agenda.***

Vote: 7 - 0 - Unanimously

A. Consider Action to Approve the **Minutes from the August 15, 2023, Regular Town Council Meeting.**

B. Consider Action to Approve **Resolution No. 0905202301 for All Matters Incident and Related to Providing for the Redemption of Certain Outstanding Obligations of the Town, including the Adoption of a Resolution Pertaining Thereto.**

C. Consider Action to Approve **Authorized Representatives for the Purpose of Funds Held at TexPool, a Texas Local Government Investment Pool.**

D. Consider Action to Approve **Ordinance No. 1725 Amending Article III, Municipal Liability, of Chapter 2, Administration, of the Code of Ordinances of the Town of Little Elm, by Amending Section 2-61, Service of Notice of Claim; Providing for a Repealer Clause; Providing a Savings Clause; and Providing an Effective Date.**

E. Consider Action to Approve **Ordinance No. 1726 Amending Chapter 94 of the Code of Ordinances by Amending Section 94-44 in Article III, Hotel Occupancy Tax, to Provide Requirements for Monthly Reporting and Tax Remittance, and Establish an Effective Date.**

F. Consider Action to Approve the **Third Amendment to Chapter 380 Economic Development Agreement between the Town of Little Elm and H-E-B, LP.**

G. Consider Action for **Retroactive Authorization of Emergency Valve Repairs at Mansell Pump Station, with Rangeline Utilities in the Estimated Amount of $150,000.**

H. Consider Action to Approve a **Development Agreement associated with the Lakefront Residential Overlay District, between the Town of Little Elm and Jose Sanchez Correa and Maria del Carmen Sanchez, Property Owners of 217 East Park Drive.**

I. Consider Action to Approve a **Service Agreement with SPAN, Inc. for Demand Response Transit Services for the 2023-2024 Fiscal Year.**

J. Consider Action to Approve the **Purchase and Installation of Digital LED Video Wall Equipment from Insane Impact.**

K. Consider Action to Award **RFQ 2023-06 for Professional Engineering Services and Execute Master Professional Services Agreements.**

6. Regular Items.

A. Hold a Public Hearing, Present, and Discuss the **Town's Proposed 2023 Property Tax Rate for the Town of Little Elm for Fiscal Year 2023-2024.**

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

REQUIRED LANGUAGE MUST BE READ AT THE CLOSE OF THE PUBLIC HEARING
"The Town of Little Elm Council will consider the ordinance to adopt the 2023 Tax Rate for the Town of Little Elm Fiscal Year 2023-2024 at the September 5, 2023, Council Meeting at 6:00pm at Little Elm Town Hall, 100 W. Eldorado Parkway, Little Elm, Texas 75068."

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

Open Public Hearing: 8:25 p.m.
Receive Public Comments: None
Close Public Hearing: 8:26 p.m.

Council Member Michel Hambrick stated "The Town of Little Elm Council will consider the ordinance to adopt the 2023 Tax Rate for the Town of Little Elm Fiscal Year 2023-2024 at the September 5, 2023, Council Meeting at 6:00pm at Little Elm Town Hall, 100 W. Eldorado Parkway, Little Elm, Texas 75068."

B. Present, Discuss, and Consider Action on **Ratifying the Property Tax Revenue Increase Reflected in the Annual Budget for the Fiscal Year (FY) 2023-2024; Beginning October 1, 2023, and Ending September 30, 2024.**

Motion by Mayor Pro Tem Jamell T. Johnson, seconded by Council Member Andrew Evans ***to ratify the property tax revenue increase.***

Vote: 7 - 0 - Unanimously

C. Present, Discuss, and Consider Action on **Ordinance No. 1724 Fixing the Tax Rate and Levy for the Town of Little Elm, Texas, for the Purpose of Paying the Current Expenses of the Town for the Fiscal Year (FY) ending September 30, 2024, and for the Further Purpose of Creating a Sinking Fund to Retire the Principle and Interest of the Bond Indebtedness of the City; Providing for a Lien on All Real and Personal Property to Secure Payment of Taxes Due Thereon; Containing a Severability Clause; Repealing All Ordinances and Parts Thereof in Conflict Herewith; and Providing for an Effective Date.**

REQUIRED MOTION LANGUAGE (TWO SEPARATE MOTIONS)
Tax Code 26.05 the motions to adopt an ordinance setting a tax rate must separately approve the maintenance and operations component and the debt service component tax rate.

"I move that the ad valorem tax rate be increased by the adoption of a tax rate of $0.440095 on each $100 of assessed valuation of taxable property for general Town purposes and to pay the current maintenance and operations expenses of the Town of Little Elm, for the fiscal year beginning October 1, 2023, and ending September 30, 2024, and to adopt this Ordinance, fixing and levying the same for a total tax of $0.589900 on each $100 of assessed valuation. This increase is effectively a 3.50 percent increase in the tax rate."

"I move that the ad valorem tax rate of $0.149805 on each $100 of assessed valuation of taxable property for the purpose of creating an interest and sinking fund to pay the interest and principal of the valid and outstanding indebtedness, and related fees of the Town of Little Elm, for the fiscal year beginning October 1, 2023, and ending September 30, 2024, and to adopt this Ordinance, fixing and levying the same for a total tax of $0.589900 on each $100 of assessed valuation."

Motion by Council Member Neil Blais, seconded by Council Member Michel Hambrick ***to approve the ad valorem tax rate be increased by the adoption of a tax rate of $0.440095 on each $100 of assessed valuation of taxable property for general Town purposes and to pay the current maintenance and operations expenses of the Town of Little Elm, for the fiscal year beginning October 1, 2023, and ending September 30, 2024, and to adopt this Ordinance, fixing and levying the same for a total tax of $0.589900 on each $100 of assessed valuation. This increase is effectively a 3.50 percent increase in the tax rate.***

Vote: 7 - 0 - Unanimously

Motion by Council Member Andrew Evans, seconded by Council Member Neil Blais ***to approve the ad valorem tax rate of $0.149805 on each $100 of assessed valuation of taxable property for the purpose of creating an interest and sinking fund to pay the interest and principal of the valid and outstanding indebtedness, and related fees of the Town of Little Elm, for the fiscal year beginning October 1, 2023, and ending September 30, 2024, and to adopt this Ordinance, fixing and levying the same for a total tax of $0.589900 on each $100 of assessed valuation.***

Vote: 7 - 0 - Unanimously

D. Present, Discuss, and Consider Action on **Ordinance No. 1723 Adopting a Budget and Appropriating Resources for Fiscal Year (FY) 2023-2024; Beginning October 1, 2023, and Ending September 30, 2024; In Accordance with Existing Statutory Requirements; Repealing All Conflicting Ordinances; Containing a Severability Clause; and Providing for an Effective Date.**

Motion by Council Member Tony Singh, seconded by Council Member Lisa G. Norman ***to approve Ordinance No. 1723.***

Vote: 7 - 0 - Unanimously

E. Present, Discuss, and Consider Action on a **Developers Agreement between the Town of Little Elm and Kev King and Brighton King located at 15222 King Road, Little Elm, Texas, 75068.**

Development Services Director Fred Gibbs gave an overview of the item in the attached presentation.

Motion by Council Member Neil Blais, seconded by Mayor Pro Tem Jamell T. Johnson

Vote: 7 - 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).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

Town Council convened into Executive Session at 8:53 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).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

Town Council reconvened into Open Session at 9:07 p.m.

9. Adjourn.

Meeting was adjourned at 9:07 p.m.

Respectfully,

Caitlan Biggs
Town Secretary

Passed and Approved this 19th day of September 2023.

Date:	09/19/2023
Agenda Item #:	5. B.
Department:	Administrative Services
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Deidre Hale, Director of Human Resources

AGENDA ITEM:

Consider Action to Authorize the **Town Manager to Execute Any and All Contract Documents Associated with the Renewal of Employee Benefits including Blue Cross Blue Shield of Texas, Superior Vision, and Mutual of Omaha.**

DESCRIPTION:

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

The Town's Health Insurance provider, since 2014, has been Blue Cross Blue Shield. After extensive negotiations by staff, Blue Cross Blue Shield has given us a 9.21% increase in the year 2023-2024 rates. The Town's dental insurance provider, since November 2019, has been Blue Cross Blue Shield. After extensive negotiations by staff, Blue Cross Blue Shield has given us a 2.10% increase in the year 2023-2024 rates.

The Town's vision insurance offered by Superior since 2010, is under a four-year rate guarantee starting November 1, 2020, therefore no increase.

The Town's Life, AD&D, and Long-Term and Short-Term Disability, offered by Mutual of Omaha since 2017, is under a two-year rate guarantee starting November 1, 2022, therefore no increase.

The Town's EAP offered by Alliance Works Partner since 2019, is under a one-year rate guarantee, starting November 1, 2023, therefore no increase.

BUDGET IMPACT:

The Town's cost to provide such benefits for health and dental coverage is budgeted in the FY 2023-2024.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Insurance Renewal

Town of Little Elm
Medical Renewal Analysis
Effective: 11/1/2023

Benefits	CURRENT BCBS PPO In-Network	CURRENT BCBS PPO Out-of-Network	CURRENT BCBS HSA In-Network	CURRENT BCBS HSA Out-of-Network	BAFO w/ DENTAL BCBS PPO In-Network	BAFO w/ DENTAL BCBS PPO Out-of-Network	BAFO w/ DENTAL BCBS HSA In-Network	BAFO w/ DENTAL BCBS HSA Out-of-Network
Coinsurance	80%	60%	100%	70%	80%	60%	100%	70%
Deductible	$1,500 / $3,000	$3,000 / $6,000	$3,000 / $6,000	$10,000 / $20,000	$1,500 / $3,000	$3,000 / $6,000	$3,000 / $6,000	$10,000 / $20,000
Out-of-Pocket Maximum	$4,500 / $9,000	$11,300 / $22,600	$3,000 / $6,000	$20,000 / $40,000	$4,500 / $9,000	$11,300 / $22,600	$3,000 / $6,000	$20,000 / $40,000
Deductible Included in OOP	Yes		Yes		Yes		Yes	
Lifetime Maximum	Unlimited		Unlimited		Unlimited		Unlimited	
Physician Office Copay	$25 copay	60% after ded.	100% after ded.	70% after ded.	$25 copay	60% after ded.	100% after ded.	70% after ded.
Specialist Office Copay	$50 copay	60% after ded.	100% after ded.	70% after ded.	$50 copay	60% after ded.	100% after ded.	70% after ded.
Urgent Care Copay	$75 copay	60% after ded.	100% after ded.	70% after ded.	$75 copay	60% after ded.	100% after ded.	70% after ded.
Emergency Room Copay	80% after $300 copay - Facility 80% after ded. - Physician		100% after ded.		80% after $300 copay - Facility 80% after ded. - Physician		100% after ded.	
Virtual Visit Copy	$25 copay	60% after ded.	100% after ded.	70% after ded.	$25 copay	60% after ded.	100% after ded.	70% after ded.
Hospital								
Inpatient	80% after ded.	60% after ded.	100% after ded.	70% after ded.	80% after ded.	60% after ded.	100% after ded.	70% after ded.
Outpatient	80% after ded.	60% after ded.	100% after ded.	70% after ded.	80% after ded.	60% after ded.	100% after ded.	70% after ded.
Skilled Nursing Facility	100% of Allowed (25 days /yr)	60% after ded. (25 days /yr)	100% after ded. (25 days /yr)	70% after ded. (25 days /yr)	100% of Allowed (25 days /yr)	60% after ded. (25 days /yr)	100% after ded. (25 days /yr)	70% after ded. (25 days /yr)
Home Health Care	100% of Allowed (60 days /yr)	60% after ded. (60 days /yr)	100% after ded. (60 visits /yr)	70% after ded. (60 visits /yr)	100% of Allowed (60 days /yr)	60% after ded. (60 days /yr)	100% after ded. (60 visits /yr)	70% after ded. (60 visits /yr)
Mental Illness								
Inpatient	80% after ded.	60% after ded.	100% after ded.	70% after ded.	80% after ded.	60% after ded.	100% after ded.	70% after ded.
Outpatient Office	$25 copay	60% after ded.	100% after ded.	70% after ded.	$25 copay	60% after ded.	100% after ded.	70% after ded.
Substance Abuse								
Inpatient	80% after ded.	60% after ded.	100% after ded.	70% after ded.	80% after ded.	60% after ded.	100% after ded.	70% after ded.
Outpatient Office	$25 copay	60% after ded.	100% after ded.	70% after ded.	$25 copay	60% after ded.	100% after ded.	70% after ded.
Prescription Drugs	**Separate OOP Rx Max $1,000 Ind/$3,000 fam** *Mandatory Generic* Specialty through PRIME Rx		*Mandatory Generic*		**Separate OOP Rx Max $1,000 Ind/$3,000 fam** *Mandatory Generic* Specialty through PRIME Rx		*Mandatory Generic*	
Retail - (30 day supply)								
Generic	$10	60% after copay	100% after ded.		$10	60% after copay	100% after ded.	
Brand Name	$25	60% after copay	100% after ded.		$25	60% after copay	100% after ded.	
Non-Formulary	$40	60% after copay	100% after ded.		$40	60% after copay	100% after ded.	
Specialty	$80	60% after copay	100% after ded.		$80	60% after copay	100% after ded.	
Mail Order - (90 day supply)								
Generic	$10	N/A	100% after ded.	N/A	$10	N/A	100% after ded.	N/A
Brand Name	$25	N/A	100% after ded.	N/A	$25	N/A	100% after ded.	N/A
Non-Formulary	$40	N/A	100% after ded.	N/A	$40	N/A	100% after ded.	N/A
Specialty								
Rates								
Employee Only 135 45	$700.31		$679.38		$764.78		$741.93	
Employee + Spous 8 2	$1,628.52		$1,579.99		$1,778.46		$1,725.46	
Employee + Child 47 13	$1,136.29		$1,102.38		$1,240.91		$1,203.88	
Employee + Family 42 16	$2,001.13		$1,941.57		$2,185.38		$2,120.33	
Monthly Total 232 76	$245,023.10		$79,128.14		$267,581.71		$86,413.49	
Annual Total	$2,940,277.20		$949,537.68		$3,210,980.52		$1,036,961.88	
Combined Total	$3,889,814.88				**$4,247,942.40**			
Percent(%) Increase	--				**9.21%**			

Notes

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

McGriff

Town of Little Elm
Dental Marketing Analysis
Effective: 11/1/2023

		CURRENT	BAFO
Benefits		**BCBS PPO**	**BCBS PPO**
Deductible		$50 Single $150 Family	$50 Single $150 Family
Waived for Preventive		Yes	Yes
Preventive		100%	100%
Basic*		80%	80%
Major*		50%	50%
Calendar Year Maximum		$1,500	$1,500
Endodontics and Periodontics		Major	Major
R&C Percentile		90%	90%
Orthodontia (Child Only)		50%	50%
Orthodontia Maximum		$1,000	$1,000
Waiting Period		None	None
Rate Guarantee		**-**	**1 Year - Until 10/31/2024**
Dental Rates			
Employee Only	172	$34.99	$35.72
Employee + Spouse	16	$73.17	$74.71
Employee + Child(ren)	45	$86.14	$87.95
Employee + Family	70	$129.37	$132.09
Monthly Total	**303**	**$20,121.20**	**$20,543.25**
Annual Total		**$241,454.40**	**$246,519.00**
$ Difference over Current		**-**	**$5,064.60**
% Difference Over Current		**-**	**2.10%**

Notes

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

Date:	09/19/2023
Agenda Item #:	5. C.
Department:	Finance
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to Approve an **Interlocal Agreement between Valencia Public Improvement District No. 2 and Denton County for Tax Collections for a Term of One (1) Year beginning October 1, 2023, through September 30, 2024, with an Automatic Renewal of an Additional One (1) Year Term at the Discretion of the County and the Town.**

DESCRIPTION:

With the establishment of Valencia PID No. 2, the Denton County tax office is requesting this multi-year interlocal agreement to provide billing and collection services for the applicable assessment year.

The Tax Office's tax service is at a price per parcel of $1.00. Statements are mailed in October each year and late notices are sent after February each year.

Denton County provides tax collection services in a very professional and efficient manner. The Town has not had any issues in regard to collections, reporting, and receipts of Town funds. The agreement will renew automatically unless terminated by either party.

BUDGET IMPACT:

This is budgeted within Valencia PID No. 2 administrative fees.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

ILA Denton County Property Assessment and Collection and Valencia PID No. 2

THE STATE OF TEXAS §

COUNTY OF DENTON §

INTERLOCAL COOPERATION AGREEMENT FOR PROPERTY ASSESSMENTS ASSESSMENT AND COLLECTION BETWEEN DENTON COUNTY, TEXAS AND CITY/TOWN OF VALENCIA PUBLIC IMPROVEMENT DISTRICT NO. 2 **PUBLIC IMPROVEMENT DISTRICT**

INTERLOCAL COOPERATION AGREEMENT –ASSESSMENTS COLLECTION

THIS AGREEMENT is made and entered into by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and VALENCIA PUBLIC IMPROVEMENT DISTRICT NO. 2 **,** Denton County, Texas**,** also a political subdivision of the State of Texas, hereinafter referred to as "**CITY/TOWN.**"

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

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

VALENCIA PUBLIC IMPROVEMENT DISTRICT NO. 2

PUBLIC IMPROVEMENT DISTRICT # PID 73, hereinafter referred to as **DISTRICT**, and has levied special assessments on properties within the boundaries of the **CITY/TOWN**, and

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

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

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

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

I.

The effective date of this Agreement shall be October 1, 2023. The initial term of this Agreement shall be for a period of one year beginning of the effective date and ending September 30, 2024. Following the initial term, this Agreement shall automatically renew for subsequent one-year terms, unless written notice of termination is provided by **COUNTY** or **CITY/TOWN** no later than one hundred-eighty (180) days prior to the expiration date of the then-current term of the Agreement. If said notice is provided, this Agreement shall terminate at the end of the then-current term. Each renewal term shall be for property tax rate calculation, billing and collection services for the applicable tax year (the first renewal term will be for tax year 2024, the second renewal terms for tax year 2025, etc.).

II.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III.

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

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

IV.

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

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

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

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

V.

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

VI.

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

VII.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VIII.

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

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

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

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

IX.

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

X.

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

XI.

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

COUNTY:

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

CITY/TOWN:

XII.

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

XIII.

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

XIV.

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

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

COUNTY

Denton County Texas
110 West Hickory
Denton, Texas 76201

BY:_____
Honorable Andy Eads
County Judge

ATTEST:

BY:_____
Juli Luke
Denton County Clerk

APPROVED FORM AND CONTENT:

_____
Michelle French

Tax Assessor/Collector

CITY/TOWN

_____

BY:_____
Name: _____
Title: _____

ATTEST:

BY:_____
Name_____
Title_____

APPROVED AS TO FORM:

_____
Attorney Denton County

Date:	09/19/2023
Agenda Item #:	5. D.
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 Award **Bid 2023-17 for Wastewater Treatment Plant Dewatering & Clarifier Improvements Project to Red River Construction in the amount of $3,577,000, and Authorize the Town Manager to Execute the Contract.**

DESCRIPTION:

The Town owns and operates a 4 million gallon per day (MGD) wastewater treatment plant. The process of treating wastewater creates two (2) discharge byproducts, the clean effluent that is reintroduced into Lake Lewisville and the solids that must be transported to the Denton Landfill. Prior to transport, the solids must be dewatered. Dewatering is a vital component of the wastewater treatment process, it can reduce the volume of residuals, improve operation, and reduce costs for subsequent storage, processing, transfer, end use, or disposal. The current process for dewatering includes running the material through a large belt-press machine which essentially passes wet solids over a series of belts that use both gravity and compression to force the liquids out. The resultant solid material, sometimes referred to as "cake" is then placed in dumpsters and hauled to the landfill. The current belt press has been in operation since the early 2000s and has recently experienced a series of significant failures. With the age of the unit, it has become significantly difficult to source repair parts and components, in some case these components are no longer available. Also, with only one unit we do not currently have redundancy in the event of a failure. With the resultant failures of the system the best course of action is to replace the dewatering system. The Public Works team has evaluated several newer technologies for dewatering and have determined that the volute dewatering press to be the most cost-effective solution.

The volute dewatering press is a newer technology that runs the wet material over a series of metal plates that squeeze the water out of the solids. This process requires fewer moving parts than the belt press. It also produces a drier "cake" material while utilizing less electricity. We will also be installing two (2) units to meet the Texas Commission on Environmental Quality (TCEQ) requirement for redundancy.

Design for the project was completed in early July and the project was let for bidding. On

September 6, 2023, the Town received bids for the Wastewater Treatment Plant Dewatering and Clarifier Improvements Project. Bids were advertised in the local paper, posted on the Town's eProcurement system, and sent to two hundred forty-one (241) contractors. Five (5) offers were received, with the lowest bid from Red River Construction. Staff and has reviewed the offer and recommends award to Red River Construction.

BUDGET IMPACT:

Funding for this project has been programed in the Utility Capital Improvement Program and funding will be coming from 2021 CO Bonds and Utility CIP reserves.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Tabulation

Contract

Town of Little Elm
Bid 2023-17 WWTP Dewatering & Clarifier No. 1 Improvements
Tabulation

				Red River Construction		Felix Construction		Schofield Civil Construction, LLC		Gracon Construction, Inc.		Urban Infraconstruction LLC	
Line #	**Description**	**QTY**	**UOM**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**
1	Furnish all labor, equipment, tools, supervision, materials, andincidentals for wastewater treatment plant improvements, withthe exception of the specific Bid Items listed below, per Lump Sum.	1	LS	$2,037,500.00	$2,037,500.00	$2,081,000.00	$2,081,000.00	$2,310,000.00	$2,310,000.00	$2,406,000.00	$2,406,000.00	$2,500,000.00	$2,500,000.00
2	Furnish of equipment and services by manufacturer (andrepresentative) per Section 41 12 13.36 SHAFTLESS SCREWCONVEYOR, Section 46 33 33 POLYMER BLENDING AND FEEDEQUIPMENT, and Section 46 76 22 VOLUTE PRESS.	1	LS	$1,400,000.00	$1,400,000.00	$1,400,000.00	$1,400,000.00	$1,400,000.00	$1,400,000.00	$1,400,000.00	$1,400,000.00	$1,400,000.00	$1,400,000.00
3	Trench Safety System development, design, and implementationas required by the Occupational Safety and Health Administrationand the assumption of responsibility for said system, per Unit Price	150	LF	$30.00	$4,500.00	$10.00	$1,500.00	$1.00	$150.00	$2.00	$300.00	$250.00	$37,500.00
4	The lump sum price bid shall be full compensation for all costsassociated with performance, payment, and maintenance bondsand insurance.	1	LS	$75,000.00	$75,000.00	$42,000.00	$42,000.00	$75,000.00	$75,000.00	$130,000.00	$130,000.00	$50,000.00	$50,000.00
5	Furnish all labor, testing, equipment, tools, supervision, materials,and incidentals for planning and implementation of Contractor'sQuality Control Plan per Section 01 40 00 QUALITY MANAGEMENT,per Lump Sum.	1	LS	$10,000.00	$10,000.00	$22,000.00	$22,000.00	$10,000.00	$10,000.00	$7,000.00	$7,000.00	$115,000.00	$115,000.00
6	Mobilization and Demobilization, 50% for Mobilization, 50% forDemobilization, per Lump Sum.	1	LS	$50,000.00	$50,000.00	$135,000.00	$135,000.00	$35,000.00	$35,000.00	$1,000.00	$1,000.00	$215,000.00	$215,000.00
			Grand Total:		**$3,577,000.00**		**$3,681,500.00**		**$3,830,150.00**		**$3,944,300.00**		**$4,317,500.00**

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STANDARD FORM OF AGREEMENT
Town of Little Elm
Wastewater Treatment Plant (WWTP) Dewatering and Clarifier Improvements
Bid 2023-17

This Agreement is by and between the Town of Little Elm (Owner) and Red River Construction Co. (Contractor). Owner and Contractor, in mutual consideration agree as follows:

ARTICLE 1 - THE WORK

1.1 Work

A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

B. The Contractor shall complete all Work as specified in Bid 2023-17 specifications or indicated in the Contract Documents. The Project is generally described as follows:

1. Demolish existing belt filter press, maintenance platform, control panel, FRP foul air hood, washwater booster pump, polymer feed system, structural containment, and other incidentals.

2. Furnish and install two new volute dewatering press units in the existing dewatering building.

3. Furnish and install two new shaftless screw conveyors in the existing dewatering building and dumpster building.

4. Furnish and install two new polymer feed skids in the existing dewatering building.

5. Furnish and install a new sludge transfer line from the sludge pumping building to the dewatering building.

6. Modify the power distribution for the new equipment.

7. Modify the controls of the existing sludge transfer pumps.

8. Integration of controls for the between the new dewatering system and the existing sludge transfer pump control panels.

9. Demolish existing Clarifier No. 1 mechanism, service platform, access bridge, and other incidentals.

10. Furnish and install new clarifier mechanism at Clarifier No. 1 including service platform, access bridge and other incidentals.

11. Integration modifications to the plant SCADA system.

12. Coordination with the volute dewatering press and clarifier mechanism manufacturers for installation assistance, start-up, and training services.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 Intent of Contract Documents

A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.

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B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.

D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

2.2 Contract Documents Defined

A. The Contract Documents consist of the following documents:

1. This Contract.
2. Performance bond.
3. Payment bond.
4. Maintenance bond.
5. Specifications listed in the Table of Contents.
6. Drawings as listed on the Drawing Sheet Index.
7. Addenda.
8. The following which may be delivered or issued on or after the Effective Date of the Contract:
   a. Work Change Directives (EJCDC C-940).
   b. Change Orders (EJCDC C-941).
   c. Field Orders.

ARTICLE 3 - ENGINEER

3.1 Engineer

A. The Engineer for this Project is:

Freese & Nichols

ARTICLE 4 - CONTRACT TIMES

4.1 Contract Times

A. The Work will be substantially completed within **370 calendar** days after the Effective Date of the Contract and completed and ready for final payment within **400 calendar** days after the Effective Date of the Contract.

4.2 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner $500 for each day that expires after the Contract Time for substantial completion.

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4.3 Delays in Contractor's Progress

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.

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D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors orsuppliers.

4.4 Progress Schedules

A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.

B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.1 Payment

A. Owner shall pay Contractor in accordance with the Contract Documents, the lump sum amount of $3,577,000.00 for all Work.

B. Owner shall pay Contractor in accordance with the Contract Documents at the unit prices displayed in Exhibit A for each unit of Work completed.

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

ARTICLE 6 - BONDS AND INSURANCE

6.1 Bonds

A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but in any case, not less than one year after the date when final payment becomes due.

6.2 Insurance

A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the State of Texas in which the Project is located with a minimum AM Best

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rating of A-VII or better. **Contractor shall provide insurance in accordance with the Town's Standard Insurance Requirements.**

B. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.

C. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.1 Supervision and Superintendence

A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.

B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.

C. Contractor shall at all times maintain good discipline and order at the Site.

D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

7.2 Other Work at the Site

A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.3 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.4 Subcontractors and Suppliers

A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

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7.5 Quality Management

A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.6 Licenses, Fees and Permits

A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.

B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.7 Laws and Regulations; Taxes

A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.

C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.8 Record Documents

A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.9 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All persons on the Site or who may be affected by the Work;

2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or

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omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).

D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.10 Shop Drawings, Samples, and Other Submittals

A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.

B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.

D. Engineer will provide timely review of shop drawings and samples.

E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.

F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.

G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

H. Shop drawings are not Contract Documents.

7.11 Warranties and Guarantees

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 Correction Period

A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by

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Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.1 Owner's Responsibilities

A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.

B. Owner shall make payments to Contractor as provided in this Contract.

C. Owner shall provide Site and easements required to construct the Project.

D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.

E. The Owner shall be responsible for performing inspections and tests required by applicable codes.

F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.1 Engineer's Status

A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.

B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise

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owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.

D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.

E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.

F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.1 Authority to Change the Work

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.2 Change Orders

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

3. Changes in the Contract Price or Contract Times or other changes, which embody the substance of any final binding results under Article 12.

B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.1 Differing Conditions Process

A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such

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condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. After receipt of written notice, Engineer will promptly:

1. Review the subsurface or physical condition in question;

2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;

3. Determine whether the condition falls within the differing site condition as stated herein;

4. Obtain any pertinent cost or schedule information from Contractor;

5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and

6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.1 Claims Process

A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event-giving rise thereto.

B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.

C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.

D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.1 Tests and Inspections

A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.

B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

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C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.2 Defective Work

A. Contractor shall ensure that the Work is not defective.

B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. The Contractor shall promptly correct all such defective Work.

E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.1 Progress Payments

A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Owner and Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.2 Applications for Payments:

A. Contractor shall submit an application for payment in a form acceptable to the Owner and Engineer, by the tenth (10^{th}) of each month for the prior month ($1^{st} – 31^{st}$), to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.

B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.3 Retainage

A. The Owner shall retain five percent (**5**%) of each progress payment until the Work is substantially complete.

14.4 Review of Applications

A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.

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B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.

C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.5 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.6 Substantial Completion

A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Engineer will inspect the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion, which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.7 Final Inspection

A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.8 Final Payment

A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.

B. The final application for payment shall be accompanied (except as previously delivered) by:

1. All documentation called for in the Contract Documents;

2. Consent of the surety to final payment;

3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;

4. A list of all disputes that Contractor believes are unsettled; and

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5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work and of liens filed in connection with the Work.

C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

14.9 Waiver of Claims

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.1 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.2 Owner May Terminate for Cause

A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.

B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and

2. Enforce the rights available to Owner under any applicable performance bond.

C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

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15.3 Owner May Terminate for Convenience

A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:

1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid because of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.4 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.1 Contractor Representations

A. Contractor makes the following representations when entering into this Contract:

1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:

a. The cost, progress, and performance of the Work;

b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and

c. Contractor's safety precautions and programs.

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5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.1 Cumulative Remedies

A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.2 Limitation of Damages

A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.3 No Waiver

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.4 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.5 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.6 Controlling Law

A. This Contract is governed by the laws of the state of Texas.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on _____ (which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
	DocuSigned by: DEAN PORTER F0BC534074664BA...
By: Matthew Mueller	By: DEAN PORTER
Title: Town Manager	Title: President
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Address for giving notices:	Address for giving notices:
Town of Little Elm	Red River Construction Co.
100 West Eldorado Pkwy	2804 Capital Street
Little Elm, TX 75068	Wylie, TX 75098
purchasing@littleelm.org	dean.porter@redriverconstruction.com

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Town of Little Elm **EXHIBIT A**

Bid 2023-17 WWTP Dewatering & Clarifier No. 1 Improvements

				Red River Construction	
Line #	**Description**	**QTY**	**UOM**	**Unit**	**Extended**
1	Furnish all labor, equipment, tools, supervision, materials, andincidentals for wastewater treatment plant improvements, withthe exception of the specific Bid Items listed below, per Lump Sum.	1	LS	$2,037,500.00	$2,037,500.00
2	Furnish of equipment and services by manufacturer (andrepresentative) per Section 41 12 13.36 SHAFTLESS SCREWCONVEYOR, Section 46 33 33 POLYMER BLENDING AND FEEDEQUIPMENT, and Section 46 76 22 VOLUTE PRESS.	1	LS	$1,400,000.00	$1,400,000.00
3	Trench Safety System development, design, and implementationas required by the Occupational Safety and Health Administrationand the assumption of responsibility for said system, per Unit Price	150	LF	$30.00	$4,500.00
4	The lump sum price bid shall be full compensation for all costsassociated with performance, payment, and maintenance bondsand insurance.	1	LS	$75,000.00	$75,000.00
5	Furnish all labor, testing, equipment, tools, supervision, materials,and incidentals for planning and implementation of Contractor'sQuality Control Plan per Section 01 40 00 QUALITY MANAGEMENT,per Lump Sum.	1	LS	$10,000.00	$10,000.00
6	Mobilization and Demobilization, 50% for Mobilization, 50% forDemobilization, per Lump Sum.	1	LS	$50,000.00	$50,000.00

Grand Total: **$3,577,000.00**

Date:	09/19/2023
Agenda Item #:	5. E.
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 Authorize the **Purchase of Furniture for the Public Works Facility Remodel in the amount of $167,418.03.**

DESCRIPTION:

The Public Works Service Center was originally built in 2004 and is the main operating building for the Town's Public Works functions; Administration, Utilities (Water Distribution, Water Quality, Wastewater Collection, Wastewater Treatment), Streets, Stormwater, Solid Waste and Fleet. Due to the growth of the department and the changes in operations, the building is in need of an expansion and remodel. In connection with the expansion, the new Service Center will also become the operations center and laboratory for the Town's wastewater treatment plant. Currently, the wastewater treatment laboratory is located at the plant and was built in the late 1970s. It has significantly exceeded its life expectancy, and due to the increase in staff and the ever-changing regulatory environment is in need of complete replacement. Rather than complete reconstruction, staff has decided to take advantage of the cost savings associated with combining both projects into one and moving the laboratory into the Service Center. This will also provide additional continuity between laboratory staff and department administration.

The project began in April 2023 and is expected to be completed in December. As a result of the expansion and construction, new furniture, fixtures and equipment (FFE) are needed to supply the new building. The purchase of these items will be facilitated through cooperative purchase agreements.

Public Works plans to purchase furniture from three separate firms to provide needed furniture and fixtures for the new facility. Business Essentials, Jasper Group, and Via Seating each hold a cooperative agreement as follows:

- Business Essentials - TIPS-USA Cooperative
- Jasper Group (JSI) - Omnia Partners Cooperative
- Via Seating TIPS-USA Cooperative

The Town maintains an executed Interlocal Agreement with Omnia Partners and TIPS-USA. Chapter 271 of the Local Government Code authorizes cooperative purchases, and the use of these

contracts satisfies the competitive bid requirement.

BUDGET IMPACT:

Funding has been allocated to this project and funded out of the Utility Capital Improvement Fund from the 2021 CO Bonds and FY 2024 Utility Admin Division operating expenses.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

VIA Quote

JSI Quote

BE Quote

TOWN OF LITTLE ELM / BUSINESS ESSENTIALS
RATCLIFF & ASSOCIATES

Product	Qty	Via Model #	Description	Contract List	Discount Level	End-User Net	Extended End-User Net
GenieFlex	18	442-B-67C-38A6-18BB-16SCG-BBS-FB-9FA-GR B	Genie Flex chair with a large C seat #442 Standard black frame finish. #B Quick adjust advanced synchro control mechanism. #67C Black basic height adjustable arms. #38A Preferred fixed black armrest. #6 Black nylon low-profile 5-star swivel base. #18BB Grey-black all floor casters. #16SCG Baseball stitch pattern (BBS) Standard black TPU. #FB Seat Textile: Spradling Whisper Black, Grade B **Room 100, 103, 104, 140, 141, 114, 117-Workstation, 105-Workstation, 139-Workstation**	$ 1,271.00	**TIPS Indoor $50,001 - $100,000**	$ 584.66	$ 10,523.88
GenieFlex	1	442-B-67C-38A6-18BB-16SCG-BBS-FB-9FA-GR B	Genie Flex chair with a large C seat #442 Standard black frame finish. #B Quick adjust advanced synchro control mechanism. #67C Black basic height adjustable arms. #38A Preferred fixed black armrest. #6 Black nylon low-profile 5-star swivel base. #18BB Grey-black all floor casters. #16SCG Baseball stitch pattern (BBS) Standard black TPU. #FB Seat Textile: Spradling Whisper Silverleaf, Grade B **Room 100, 103, 104, 140, 141, 114, 117-Workstation, 105-Workstation, 139-Workstation**	$ 1,271.00	**TIPS Indoor $50,001 - $100,000**	$ 584.66	$ 584.66
Carmel	4	6903-67C-SS-53A20S-18PB-16SCG-12LUM-9FA-GR B	Carmel high back #6903 QuSeat depth adjustment. #SS ick adjust advanced synchro control mechanism. #67C Polished 8-way adjustable arms. #53A Standard fixed black armrest. #20S Polished aluminum low-profile 5-star swivel base. #18PB Grey-black all floor casters. #16SCG Mechanical internal lumbar support. #12LUM Textile: Spradling Whisper Fossil, Grade B **Room 142, 143, 146, 147**	$ 2,243.00	**TIPS Indoor $50,001 - $100,000**	$ 1,031.78	$ 4,127.12
Eclipse	72	640-C-10-0A-FA	Eclipse stackable chair on a v-leg base #640 Chrome frame finish. #C Cherry red poly color. #10 Standard armless. #0A FULLY ASSEMBLED: Product ships fully assembled in the box. #FA **Room 132**	$ 460.00	**TIPS Indoor $50,001 - $100,000**	$ 211.60	$ 15,235.20
Proform	12	172-25C-97A-18PB-16SCG-CTS-03-9FA-GR B	Proform high back with parallel stitch lines #172 Basic conference control mechanism. #25C Polished cantilever fixed arms with a black pad. #97A Polished aluminum low-profile 5-star swivel base. #18PB Grey-black all floor casters. #16SCG Black thread. #CTS-03 Single upholstery, standard. Textile: Spradling Whisper Slate, Grade B **Room 145**	$ 1,759.00	**TIPS Indoor $50,001 - $100,000**	$ 809.14	$ 9,709.68
Eclipse	3	640C-AR	Eclipse stacking flat transport cart for 640 #640C ASSEMBLY REQUIRED: Product ships in parts. Assembly of the product is required. #AR **Room 132**	$ 356.00	**TIPS Indoor $50,001 - $100,000**	$ 163.76	$ 491.28
	110						$40,671.82

Quote #: JM-082823-03
Contract #: TIPS 230301
Quote Prepared On: 08/28/23
Requested by: Cindy Crumpton
For: TOWN OF LITTLE ELM / BUSINESS ESSENTIALS
Prepared by:
Freight: **Freight included within the 48 contiguous states. Exceptions are outdoor furniture, residential deliveries.**

Thank you for your business.

This quote is valid for 30 days

JSI

QUOTATION

Date 8.2.23
Quote Number TLE0923
Contract # Omnia Partners #R191806
Discount 52%

Cindy Crumpton

Business Essentials
cindyc@beofficesupply.com

Town of Little Elm-Public Works

Jasper Group 225 Clay Street
Jasper, IN 47546

LINE	MFG CAT	QTY	PRODUCT	UNIT LIST	EXT LIST	UNIT SELL	EXT SELL
100 LOBBY							
1	JSI SIG	2	**AW6001ML** Arwyn Mid Back Crossover Lounge - Metal Leg - 30 1/2d x 28w x 33h	$2,075.00	$4,150.00	$996.00	$1,992.00
Extreme Back & Arm Fabric Grade Grade B Fabric Manufacturer Selection Momentum Grade B Fabrics			B MOMENTUM GRID SURF B	Grade B (Extreme Back & Arm) Momentum Fabric Grid			
User specified entry::Momentum Grad Interior Back & Arm Grade Selection (S Grade B Fabric Manufacturer Selection Momentum Grade B Fabrics			MOMENTUM GRID SURF B	Grade B (Interior Back & Arm) Momentum Fabric Grid			
User specified entry::Momentum Grad Seat Cushion Grade Selection Grade C Fabric Manufacturer Selection Spradling Grade C Fabrics Whisper Colors			MOMENTUM GRID SURF C SPRADLING WHISPER NEO	Grade C (Seat Cushion) Spradling Fabrics Whisper NEO SILVERLEAF			
Highest Fabric Grade Selected Metal Foot Finish			WP78 C MBK	Grade C (Highest Grade Selected) Matte Black			
2	JSI SIG	1	**AWV0022-21RDML** Arwyn Round End Table - Metal Legs - 22d x 22w x 21h	$1,615.00	$1,615.00	$775.20	$ 775.20
Table Surface Material And Finish			L	Laminate Surface Laminate Color		OAT	Oatmeal Cookie
Metal Foot Finish			MBK	Matte Black			
3	JSI VSN	1	**VSB7223MB** Vision Markerboard For Front Of 72" W Storage Overhead Cabinet- 1/2d x 23w x 70 1/8h	$457.00	$457.00	$219.36	$219.36

LINE	MFG CAT	QTY	PRODUCT	UNIT LIST	EXT LIST	UNIT SELL	EXT SELL
4	JSI	1	**VST1618SMBBF**	$871.00	$871.00	$418.08	$418.08
	VSN		Vision 17 3/8d x 15 5/8w x 28h Modular Shell Box/Box/File Pedestal				
			Vision Chassis Laminate Color OAT Oatmeal Cookie (Chassis Color) Vision Drawer Laminate Color OAT Oatmeal Cookie (Drawer Color)				
			Pulls-Hardware Finish_PH1 P001 Bar Pull				
			Hardware Finish MBK Matte BlackHardware Color Scheme				
			Chassis Grommets NCGR No Chassis Grommets				
			Locking YLK Yes Locking				
			Lock Finish MBK Matte Black				
5	JSI	1	**VST1636BO**	$1,077.00	$1,077.00	$516.96	$516.96
	VSN		Vision 36w x 42h Bookcase Overhead				
			Vision Chassis Laminate Color OAT Oatmeal Cookie (Chassis Color)				
6	JSI	1	**VST1672SO**	$1,814.00	$1,814.00	$870.72	870.72
	VSN		Vision 72w Storage Overhead Cabinet w/Four Doors				
			Vision Chassis Laminate Color OAT Oatmeal Cookie (Chassis Color) Vision Laminate Overhead Doors LAM Laminate Door				
			Vision Door Laminate Color OAT Oatmeal Cookie (Drawer/Door Color) Locking YLK Yes Locking				
			Lock Finish MBK Matte Black				
7	JSI	1	**VST2436-30LF**	$1,380.00	$1,380.00	$662.40	$662.40
	VSN		Vision 24d x 36w x 30h 2-Drawer Lateral File				
			Worksurface Material TFL TFL Worksurface				
			Vision Laminate Worksurface Color Vision OAT Oatmeal Cookie Worksurface Color Eased Edge				
			Edge R3 Oatmeal Cookie (Chassis Color) Oatmeal Cookie (Drawer Color) Bar Pull				
			Vision Chassis Laminate Color Vision Drawer OAT Matte BlackHardware Color Scheme No Chassis Grommets				
			Laminate Color Pulls-Hardware Finish_PH1 OAT Yes Locking				
			Hardware Finish P001 Matte Black				
			Chassis Grommets Locking MBK				
			Lock Finish NCGR				
			YLK				
			MBK				

LINE	MFG CAT	QTY	PRODUCT	UNIT LIST	EXT LIST	UNIT SELL	EXT SELL
8	JSI	1	**VST2448AAEB**	$665.00	$665.00	$319.20	$319.20
	VSN		Vision Bridge With Modesty Panel For Adj Ht Desk-24d x 48w x 29 1/2h				

			Worksurface Material	TFL	TFL Worksurface					
			Vision Laminate Worksurface Color	OAT	Oatmeal Cookie Worksurface Color Vision Edge			R3	Eased Edge	
			Vision Chassis Laminate Color	OAT	Oatmeal Cookie (Chassis Color) Top Grommet Left Location_TA			NGA	No Grommet in Left Location	
			(A) Top Grommet Center Location_TB	YGB	Yes Center Grommet Location (B) Grommet Color			MBK	Matte Black	
			Top Grommet Right Location_TC	NGC	No Grommet in Right Location (C) Chassis Grommets			NCGR	No Chassis Grommets	
9	JSI	1	**VST2472SHD**				$1,434.00	$1,434.00	$688.32	$688.32
	VSN		Vision 24 x 72 Shell Credenza							
			Worksurface Material	TFL	TFL Worksurface					
			Vision Laminate Worksurface Color Vision Edge	OAT R3	Oatmeal Cookie Worksurface Color Eased Edge Oatmeal Cookie (Chassis Color) Yes Left Grommet Location (A) Matte Black					
			Vision Chassis Laminate Color Top Grommet Left Location_TA Grommet Color	OAT YGA	No Grommet in Right Location (C) Yes Chassis Grommets					
			Top Grommet Right Location_TC Chassis Grommets	MBK NGC YCGR						
10	JSI	1	**VST3072AHRD**				$5,096.00	$5,096.00	$2,446.08	$ 2,446.08
	VSN		Vision Adjustable Casegood - Single Pedestal Desk - Break Front-30d x 72w x Adj.h							
			Worksurface Material	TFL	TFL Worksurface					
			Vision Laminate Color	OAT	Oatmeal Cookie					
			Vision Edge	R3	Eased Edge					
			Vision Chassis Laminate Color	OAT	Oatmeal Cookie (Chassis Color)					
			Vision Drawer/Door Laminate Color	OAT	Oatmeal Cookie (Drawer/Door Color)					
			Pulls - Hardware Finish	P001	Bar Pull					
			Hardware Finish	MBK	Matte BlackHardware Color Scheme					
			Top Grommet Left Location_TA_EC	YGA	Yes Left Grommet Location (A)					
			Grommet Color	MBK	Matte Black					
			Top Grommet Right Location_TC_EC	NGC	No Grommet in Right Location (C)					
			Locking	YLK	Yes Locking					
			Lock Finish	MBK	Matte Black					
			Metal Base Finish	MBK	Matte Black					

Lobby OFFICE SUBTOTAL: **$8,908.32** **$8,908.32**

LINE	MFG CAT	QTY	PRODUCT	UNIT LIST	EXT LIST	UNIT SELL	EXT SELL

103 OFFICE

12	JSI	2	**KN3001UUFC**	$993.00	$1,986.00	$476.64		$953.28
	SIG		Knox Flared Arm Stack Chair with Casters - All Uph.					

Seat Fabric Grade Selection	C	Grade C Spradling Fabrics Whisper NEO Black
Grade C Fabric Manufacturer Selection Spradling	Spradling	Grade B (Back Fabric) Momentum Fabric Graph
Grade C Fabrics	Whisper NEO	Chalice Grade C Nylon Matte Black
Whisper Colors Back Fabric Grade	WHI2140	No Wood Cap Matte Black
Grade B Fabric Manufacturer Selection	B	
Momentum Grade B Fabrics	Momentum	
Graph Colors	Graph GRA02	
Highest Fabric Grade Selected Arm (AR5)	C NY	
Nylon Color Wood Cap	MBK NWC	
Metal Frame Color (MF1)	MBK	

13	JSI	1	**VSB7223MB**	$457.00	$457.00	$219.36	$	219.36
	VSN		Vision Markerboard For Front Of 72" W Storage Overhead Cabinet- 1/2d x 23w x 70 1/8h					

14	JSI	1	**VST1618SMBBF**	$871.00	$871.00	$418.08		$418.08
	VSN		Vision 17 3/8d x 15 5/8w x 28h Modular Shell Box/Box/File Pedestal					

Vision Chassis Laminate Color Vision	OAT	Oatmeal Cookie (Chassis Color) Oatmeal Cookie (Drawer Color) Bar Pull
Drawer Laminate Color Pulls-	OAT	Matte BlackHardware Color Scheme No Chassis Grommets
Hardware Finish_PH1 Hardware Finish	P001	Yes Locking Matte Black
Chassis Grommets Locking	MBK	
Lock Finish	NCGR	
	YLK	
	MBK	

15	JSI	1	**VST1672SO**	$1,814.00	$1,814.00	$870.72		$870.72
	VSN		Vision 72w Storage Overhead Cabinet w/Four Doors					

Vision Chassis Laminate Color	OAT	Oatmeal Cookie (Chassis Color)
Vision Laminate Overhead Doors	LAM	Laminate Door
Vision Door Laminate Color	OAT	Oatmeal Cookie (Drawer/Door Color)
Locking	YLK	Yes Locking
Lock Finish	MBK	Matte Black

LINE	MFG CAT	QTY	PRODUCT	UNIT LIST	EXT LIST	UNIT SELL	EXT SELL
16	JSI	1	**VST2442EB**	$692.00	$692.00	$332.16	$332.16
	VSN		Vision 24 x 42 Bridge w/Modesty Panel				
			Worksurface Material TFL TFL Worksurface				
			Vision Laminate Worksurface Color Vision OAT Oatmeal Cookie Worksurface Color Eased Edge				
			Edge R3 Oatmeal Cookie (Chassis Color) No Grommet in Left Location (A) Yes Center Grommet Location (B) No				
			Vision Chassis Laminate Color Top Grommet OAT Grommet in Right Location (C) Yes Chassis Grommets				
			Left Location_TA NGA Matte Black				
			Top Grommet Center Location_TB Top YGB				
			Grommet Right Location_TC Chassis NGC				
			Grommets YCGR				
			Grommet Color MBK				
17	JSI	1	**VST2472SHD**	$1,434.00	$1,434.00	$688.32	$ 688.32
	VSN		Vision 24 x 72 Shell Credenza				
			Worksurface Material TFL TFL Worksurface				
			Vision Laminate Worksurface Color OAT Oatmeal Cookie Worksurface Color Vision Edge R3 Eased Edge				
			Vision Chassis Laminate Color OAT Oatmeal Cookie (Chassis Color) Top Grommet Left Location_TA NGA No Grommet in Left Location				
			(A) Top Grommet Center Location_TB YGB Yes Center Grommet Location (B) Grommet Color MBK Matte Black				
			Chassis Grommets YCGR Yes Chassis Grommets				
18	JSI	1	**VST3072LD**	$2,026.00	$2,026.00	$972.48	$972.48
	VSN		Vision 30 x 72 Single Ped Desk, Left w/Break Front Modesty				
			Worksurface Material TFL TFL Worksurface				
			Vision Laminate Worksurface Color Vision OAT Oatmeal Cookie Worksurface Color Eased Edge				
			Edge R3 Oatmeal Cookie (Chassis Color) Oatmeal Cookie (Drawer Color) Bar Pull				
			Vision Chassis Laminate Color Vision Drawer OAT Matte BlackHardware Color Scheme Full Modesty Panel (Standard) Box/Box/File (Standard)				
			Laminate Color Pulls-Hardware Finish_PH1 OAT No Grommet in Left Location (A) No Grommet in Center Location (B) Yes Right Grommet Location (C) Matte				
			Hardware Finish P001 Black				
			Modesty Panel Pedestal Configuration MBK No Chassis Grommets Yes Locking				
			Top Grommet Left Location_TA Top FMP Matte Black				
			Grommet Center Location_TB Top Grommet BBF				
			Right Location_TC Grommet Color NGA				
			Chassis Grommets Locking NGB				
			Lock Finish YGC				
			MBK				
			NCGR				
			YLK				

LINE	MFG CAT	QTY	PRODUCT	UNIT LIST	EXT LIST	UNIT SELL	EXT SELL

			103 OFFICE SUBTOTAL:			**$9,280.00**		$4,454.40
								0.00%
104 OFFICE								
20	JSI SIG	2	**KN3001UUFC** Knox Flared Arm Stack Chair with Casters - All Uph.			$993.00	$1,986.00	$476.64 $ 953.28
			Seat Fabric Grade Selection	C	Grade C			
			Grade C Fabric Manufacturer Selection	Spradling	Spradling Fabrics Spradling Grade C Fabrics		Whisper NEO	Whisper NEO
			Whisper Colors	WHI2140	Black			
			Back Fabric Grade	B	Grade B (Back Fabric) Grade B Fabric Manufacturer Selection		Momentum	Momentum Fabric Momentum Grade B
			Fabrics Graph	Graph				
			Graph Colors	GRA02	Chalice Highest Fabric Grade Selected	C	Grade C	
			Arm (AR5)	NY	Nylon			
			Nylon Color	MBK	Matte Black			
			Wood Cap	NWC	No Wood Cap			
			Metal Frame Color (MF1)	MBK	Matte Black			
21	JSI VSN	1	**VSB7223MB** Vision Markerboard For Front Of 72" W Storage Overhead Cabinet- 1/2d x 23w x 70 1/8h			$457.00	$457.00	$219.36 $219.36
22	JSI VSN	1	**VST1618SMBBF** Vision 17 3/8d x 15 5/8w x 28h Modular Shell Box/Box/File Pedestal			$871.00	$871.00	$ 418.08 $418.08
			Vision Chassis Laminate Color	OAT	Oatmeal Cookie (Chassis Color)			
			Vision Drawer Laminate Color	OAT	Oatmeal Cookie (Drawer Color)			
			Pulls-Hardware Finish_PH1	P001	Bar Pull			
			Hardware Finish	MBK	Matte BlackHardware Color Scheme			
			Chassis Grommets	NCGR	No Chassis Grommets			
			Locking	YLK	Yes Locking			
			Lock Finish	MBK	Matte Black			

LINE	MFG CAT	QTY	PRODUCT	UNIT LIST	EXT LIST	UNIT SELL	EXT SELL
23	JSI VSN	1	**VST1672SO** Vision 72w Storage Overhead Cabinet w/Four Doors	$1,814.00	$1,814.00	$870.72	$870.72

Vision Chassis Laminate Color Vision	OAT	Oatmeal Cookie (Chassis Color) Laminate Door	
Laminate Overhead Doors Vision Door	LAM	Oatmeal Cookie (Drawer/Door Color) Yes Locking	
Laminate Color Locking	OAT	Matte Black	
Lock Finish	YLK		
	MBK		

LINE	MFG CAT	QTY	PRODUCT	UNIT LIST	EXT LIST	UNIT SELL	EXT SELL
24	JSI VSN	1	**VST2442EB** Vision 24 x 42 Bridge w/Modesty Panel	$692.00	$692.00	$332.16	$ 332.16

Worksurface Material	TFL	TFL Worksurface			
Vision Laminate Worksurface Color	OAT	Oatmeal Cookie Worksurface Color Vision Edge	R3	Eased Edge	
Vision Chassis Laminate Color	OAT	Oatmeal Cookie (Chassis Color) Top Grommet Left Location_TA	NGA	No Grommet in Left Location	
(A) Top Grommet Center Location_TB	YGB	Yes Center Grommet Location (B) Grommet Color	MBK	Matte Black	
Chassis Grommets	YCGR	Yes Chassis Grommets			
Grommet Color	MBK	Matte Black			

25	JSI VSN	1	**VST2472SHD** Vision 24 x 72 Shell Credenza	$1,434.00	$1,434.00	$688.32	$688.32

Worksurface Material	TFL	TFL Worksurface	
Vision Laminate Worksurface Color Vision	OAT	Oatmeal Cookie Worksurface Color Eased Edge	
Edge	R3	Oatmeal Cookie (Chassis Color) No Grommet in Left Location (A) Yes Center Grommet Location (B) Matte	
Vision Chassis Laminate Color Top Grommet	OAT	Black	
Left Location_TA	NGA	Yes Chassis Grommets	
Top Grommet Center Location_TB Grommet	YGB		
Color	MBK		
Chassis Grommets	YCGR		

LINE	MFG CAT	QTY	PRODUCT	UNIT LIST	EXT LIST	UNIT SELL	EXT SELL
26	JSI VSN	1	**VST3072RD** Vision 30 x 72 Single Ped Desk, Right w/Break Front Modesty	$2,026.00	$2,026.00	$972.48	$972.48

Worksurface Material	TFL	TFL Worksurface
Vision Laminate Worksurface Color	OAT	Oatmeal Cookie Worksurface Color
Vision Edge	R3	Eased Edge
Vision Chassis Laminate Color	OAT	Oatmeal Cookie (Chassis Color)
Vision Drawer Laminate Color	OAT	Oatmeal Cookie (Drawer Color)
Pulls-Hardware Finish_PH1	P001	Bar Pull
Hardware Finish	MBK	Matte BlackHardware Color Scheme
Modesty Panel	FMP	Full Modesty Panel (Standard)
Pedestal Configuration	BBF	Box/Box/File (Standard)
Top Grommet Left Location_TA	YGA	Yes Left Grommet Location (A)

Grommet Color	MBK	Matte Black	
Top Grommet Center Location_TB	NGB	No Grommet in Center Location (B)	
Top Grommet Right Location_TC	NGC	No Grommet in Right Location (C)	
Chassis Grommets	NCGR	No Chassis Grommets	
Locking	YLK	Yes Locking	
Lock Finish	MBK	Matte Black	

103 OFFICE SUBTOTAL: **$4,454.40** $4,454.40

117 OFFICE

LINE	MFG CAT	QTY	PRODUCT	UNIT LIST	EXT LIST	UNIT SELL	EXT SELL
28	JSI	2	**KN3001UUFC**	$993.00	$1,986.00	$476.64	$953.28
	SIG		Knox Flared Arm Stack Chair with Casters - All Uph.				

Seat Fabric Grade Selection	C		
Grade C Fabric Manufacturer Selection Spradling	Spradling	Grade C	
Grade C Fabrics	Whisper NEO	Spradling Fabrics Whisper NEO Black	
Whisper Colors Back Fabric Grade	WHI2140	Grade B (Back Fabric) Momentum Fabric Graph	
Grade B Fabric Manufacturer Selection	B	Chalice Grade C Nylon Matte Black	
Momentum Grade B Fabrics	Momentum	No Wood Cap	
Graph Colors	Graph GRA02	Matte Black	
Highest Fabric Grade Selected Arm (AR5)	C NY		
Nylon Color Wood Cap	MBK NWC		
Metal Frame Color (MF1)	MBK		

LINE	MFG CAT	QTY	PRODUCT	UNIT LIST	EXT LIST	UNIT SELL	EXT SELL
29	JSI	1	**VST1618SMBBF**	$871.00	$871.00	$418.08	$418.08
	VSN		Vision 17 3/8d x 15 5/8w x 28h Modular Shell Box/Box/File Pedestal				

Vision Chassis Laminate Color	OAT	Oatmeal Cookie (Chassis Color) Vision Drawer Laminate Color	OAT	Oatmeal Cookie (Drawer Color)	
Pulls-Hardware Finish_PH1	P001	Bar Pull			
Hardware Finish	MBK	Matte BlackHardware Color Scheme			
Chassis Grommets	NCGR	No Chassis Grommets			
Locking	YLK	Yes Locking			
Lock Finish	MBK	Matte Black			

30	JSI	1	**VST2442EB**	$692.00	$692.00	$332.16	$332.16
	VSN		Vision 24 x 42 Bridge w/Modesty Panel				

			Worksurface Material	TFL	TFL Worksurface				
			Vision Laminate Worksurface Color Vision	OAT	Oatmeal Cookie Worksurface Color Eased Edge				
			Edge	R3	Oatmeal Cookie (Chassis Color) No Grommet in Left Location (A) Yes Center Grommet Location (B) Matte				
			Vision Chassis Laminate Color Top Grommet	OAT	Black				
			Left Location_TA	NGA	No Grommet in Right Location (C) Yes Chassis Grommets				
			Top Grommet Center Location_TB Grommet	YGB	Matte Black				
			Color	MBK					
			Top Grommet Right Location_TC Chassis	NGC					
			Grommets	YCGR					
			Grommet Color	MBK					
31	JSI	1	**VST2472SHD**			$1,434.00	$1,434.00	$688.32	$688.32
	VSN		Vision 24 x 72 Shell Credenza						
			Worksurface Material	TFL	TFL Worksurface				
			Vision Laminate Worksurface Color	OAT	Oatmeal Cookie Worksurface Color				
			Vision Edge	R3	Eased Edge				
			Vision Chassis Laminate Color	OAT	Oatmeal Cookie (Chassis Color)				
			Top Grommet Left Location_TA	NGA	No Grommet in Left Location (A)				
			Top Grommet Center Location_TB	YGB	Yes Center Grommet Location (B)				
			Grommet Color	MBK	Matte Black				
			Chassis Grommets	YCGR	Yes Chassis Grommets				
LINE	MFG CAT	QTY	PRODUCT			UNIT LIST	EXT LIST	UNIT SELL	EXT SELL
32	JSI	1	**VST3072LD**			$2,026.00	$2,026.00	$972.48	$972.48
	VSN		Vision 30 x 72 Single Ped Desk, Left w/Break Front Modesty						
			Worksurface Material	TFL	TFL Worksurface				
			Vision Laminate Worksurface Color Vision	OAT	Oatmeal Cookie Worksurface Color Eased Edge				
			Edge	R3	Oatmeal Cookie (Chassis Color) Oatmeal Cookie (Drawer Color) Bar Pull				
			Vision Chassis Laminate Color Vision Drawer	OAT	Matte BlackHardware Color Scheme Full Modesty Panel (Standard) Box/Box/File (Standard)				
			Laminate Color Pulls-Hardware Finish_PH1	OAT	No Grommet in Left Location (A) No Grommet in Center Location (B) Yes Right Grommet Location (C) Matte				
			Hardware Finish	P001	Black				
			Modesty Panel Pedestal Configuration	MBK	No Chassis Grommets Yes Locking				
			Top Grommet Left Location_TA Top	FMP	Matte Black				
			Grommet Center Location_TB Top Grommet	BBF					
			Right Location_TC Grommet Color	NGA					
			Chassis Grommets Locking	NGB					
			Lock Finish	YGC					
				MBK					
				NCGR					
				YLK					
					117 OFFICE SUBTOTAL:		**$3,364.32**		$3,364.32

140 OFFICE

LINE	MFG CAT	QTY	PRODUCT	UNIT LIST	EXT LIST	UNIT SELL	EXT SELL
34	JSI SIG	2	**KN3001UUFC** Knox Flared Arm Stack Chair with Casters - All Uph.	$993.00	$1,986.00	$476.64	$953.28

Seat Fabric Grade Selection	C	Grade C
Grade C Fabric Manufacturer Selection	Spradling	Spradling Fabrics
Spradling Grade C Fabrics	Whisper NEO	Whisper NEO
Whisper Colors	WHI2140	Black
Back Fabric Grade	B	Grade B (Back Fabric)
Grade B Fabric Manufacturer Selection	Momentum	Momentum Fabric
Momentum Grade B Fabrics	Graph	Graph
Graph Colors	GRA02	Chalice
Highest Fabric Grade Selected	C	Grade C
Arm (AR5)	NY	Nylon
Nylon Color	MBK	Matte Black
Wood Cap	NWC	No Wood Cap
Metal Frame Color (MF1)	MBK	Matte Black

35	JSI VSN	1	**VSB7223MB** Vision Markerboard For Front Of 72" W Storage Overhead Cabinet- 1/2d x 23w x 70 1/8h	$457.00	$457.00	$219.36	$219.36
36	JSI VSN	1	**VST1618SMBBF** Vision 17 3/8d x 15 5/8w x 28h Modular Shell Box/Box/File Pedestal	$871.00	$871.00	$418.08	$418.08

Vision Chassis Laminate Color	OAT	Oatmeal Cookie (Chassis Color) Vision Drawer Laminate Color	OAT Oatmeal Cookie (Drawer Color)
Pulls-Hardware Finish_PH1	P001	Bar Pull	
Hardware Finish	MBK	Matte BlackHardware Color Scheme	
Chassis Grommets	NCGR	No Chassis Grommets	
Locking	YLK	Yes Locking	
Lock Finish	MBK	Matte Black	

37	JSI VSN	1	**VST1672SO** Vision 72w Storage Overhead Cabinet w/Four Doors	$1,814.00	$1,814.00	$870.72	$870.72

Vision Chassis Laminate Color Vision	OAT	Oatmeal Cookie (Chassis Color) Laminate Door			
Laminate Overhead Doors Vision Door	LAM	Oatmeal Cookie (Drawer/Door Color) Yes Locking			
Laminate Color Locking	OAT	Matte Black			
Lock Finish	YLK				
	MBK				

LINE	MFG CAT	QTY	PRODUCT	UNIT LIST	EXT LIST	UNIT SELL	EXT SELL
38	JSI VSN	1	**VST2442EB** Vision 24 x 42 Bridge w/Modesty Panel	$692.00	$692.00	$332.16	$332.16

Worksurface Material	TFL	TFL Worksurface
Vision Laminate Worksurface Color	OAT	Oatmeal Cookie Worksurface Color
Vision Edge	R3	Eased Edge
Vision Chassis Laminate Color	OAT	Oatmeal Cookie (Chassis Color)
Top Grommet Left Location_TA	NGA	No Grommet in Left Location (A)
Top Grommet Center Location_TB	YGB	Yes Center Grommet Location (B)
Grommet Color	MBK	Matte Black
Top Grommet Right Location_TC	NGC	No Grommet in Right Location (C)
Chassis Grommets	YCGR	Yes Chassis Grommets
Grommet Color	MBK	Matte Black

LINE	MFG CAT	QTY	PRODUCT	UNIT LIST	EXT LIST	UNIT SELL	EXT SELL
39	JSI VSN	1	**VST2472SHD** Vision 24 x 72 Shell Credenza	$1,434.00	$1,434.00	$688.32	$688.32

Worksurface Material	TFL	TFL Worksurface
Vision Laminate Worksurface Color Vision	OAT	Oatmeal Cookie Worksurface Color Eased Edge
Edge	R3	Oatmeal Cookie (Chassis Color) No Grommet in Left Location (A) Yes Center Grommet Location (B) Matte
Vision Chassis Laminate Color Top Grommet	OAT	Black
Left Location_TA	NGA	Yes Chassis Grommets
Top Grommet Center Location_TB Grommet	YGB	
Color	MBK	
Chassis Grommets	YCGR	

LINE	MFG CAT	QTY	PRODUCT	UNIT LIST	EXT LIST	UNIT SELL	EXT SELL
40	JSI VSN	1	**VST3072RD** Vision 30 x 72 Single Ped Desk, Right w/Break Front Modesty	$2,026.00	$2,026.00	$972.48	$972.48

Worksurface Material	TFL	TFL Worksurface
Vision Laminate Worksurface Color	OAT	Oatmeal Cookie Worksurface Color
Vision Edge	R3	Eased Edge
Vision Chassis Laminate Color	OAT	Oatmeal Cookie (Chassis Color)
Vision Drawer Laminate Color	OAT	Oatmeal Cookie (Drawer Color)
Pulls-Hardware Finish_PH1	P001	Bar Pull
Hardware Finish	MBK	Matte BlackHardware Color Scheme

Modesty Panel	FMP	Full Modesty Panel (Standard)
Pedestal Configuration	BBF	Box/Box/File (Standard)
Top Grommet Left Location_TA	YGA	Yes Left Grommet Location (A)
Grommet Color	MBK	Matte Black
Top Grommet Center Location_TB	NGB	No Grommet in Center Location (B)
Top Grommet Right Location_TC	NGC	No Grommet in Right Location (C)
Chassis Grommets	NCGR	No Chassis Grommets
Locking	YLK	Yes Locking
Lock Finish	MBK	Matte Black

140 OFFICE SUBTOTAL: **$4,454.40** **$4,454.40**

LINE	MFG CAT	QTY	PRODUCT	UNIT LIST	EXT LIST	UNIT SELL	EXT SELL
141 OFFICE							
42	JSI SIG	2	**KN3001UUFC** Knox Flared Arm Stack Chair with Casters - All Uph.	$993.00	$1,986.00	$476.64	$953.28

Seat Fabric Grade Selection	C	Grade C Spradling Fabrics Whisper NEO Black
Grade C Fabric Manufacturer Selection Spradling	Spradling	Grade B (Back Fabric) Momentum Fabric Graph
Grade C Fabrics	Whisper NEO	Chalice Grade C Nylon Matte Black
Whisper Colors Back Fabric Grade	WHI2140	No Wood Cap Matte Black
Grade B Fabric Manufacturer Selection	B	
Momentum Grade B Fabrics	Momentum	
Graph Colors	Graph GRA02	
Highest Fabric Grade Selected Arm (AR5)	C NY	
Nylon Color Wood Cap	MBK NWC	
Metal Frame Color (MF1)	MBK	

43	JSI VSN	1	**VSB7223MB** Vision Markerboard For Front Of 72" W Storage Overhead Cabinet- 1/2d x 23w x 70 1/8h	$457.00	$457.00	$219.36	$219.36
44	JSI VSN	1	**VST1618SMBBF** Vision 17 3/8d x 15 5/8w x 28h Modular Shell Box/Box/File Pedestal	$871.00	$871.00	$418.08	$418.08

Vision Chassis Laminate Color Vision	OAT	Oatmeal Cookie (Chassis Color) Oatmeal Cookie (Drawer Color) Bar Pull			
Drawer Laminate Color Pulls-	OAT	Matte BlackHardware Color Scheme No Chassis Grommets			
Hardware Finish_PH1 Hardware Finish	P001	Yes Locking Matte Black			
Chassis Grommets Locking	MBK				
Lock Finish	NCGR				
	YLK				
	MBK				

LINE	MFG CAT	QTY	PRODUCT	UNIT LIST	EXT LIST	UNIT SELL	EXT SELL
45	JSI VSN	1	**VST1672SO** Vision 72w Storage Overhead Cabinet w/Four Doors	$1,814.00	$1,814.00	$870.72	$870.72

Vision Chassis Laminate Color	OAT	Oatmeal Cookie (Chassis Color)
Vision Laminate Overhead Doors	LAM	Laminate Door
Vision Door Laminate Color	OAT	Oatmeal Cookie (Drawer/Door Color)
Locking	YLK	Yes Locking
Lock Finish	MBK	Matte Black

LINE	MFG CAT	QTY	PRODUCT	UNIT LIST	EXT LIST	UNIT SELL	EXT SELL
46	JSI VSN	1	**VST2442EB** Vision 24 x 42 Bridge w/Modesty Panel	$692.00	$692.00	$332.16	$332.16

Worksurface Material	TFL	TFL Worksurface
Vision Laminate Worksurface Color Vision	OAT	Oatmeal Cookie Worksurface Color Eased Edge
Edge	R3	Oatmeal Cookie (Chassis Color) No Grommet in Left Location (A) Yes Center Grommet Location (B) Matte
Vision Chassis Laminate Color Top Grommet	OAT	Black
Left Location_TA	NGA	No Grommet in Right Location (C) Yes Chassis Grommets
Top Grommet Center Location_TB Grommet	YGB	Matte Black
Color	MBK	
Top Grommet Right Location_TC Chassis	NGC	
Grommets	YCGR	
Grommet Color	MBK	

LINE	MFG CAT	QTY	PRODUCT	UNIT LIST	EXT LIST	UNIT SELL	EXT SELL
47	JSI VSN	1	**VST2472SHD** Vision 24 x 72 Shell Credenza	$1,434.00	$1,434.00	$688.32	$688.32

Worksurface Material	TFL	TFL Worksurface		
Vision Laminate Worksurface Color	OAT	Oatmeal Cookie Worksurface Color Vision Edge	R3	Eased Edge
Vision Chassis Laminate Color	OAT	Oatmeal Cookie (Chassis Color) Top Grommet Left Location_TA	NGA	No Grommet in Left Location
(A) Top Grommet Center Location_TB	YGB	Yes Center Grommet Location (B) Grommet Color	MBK	Matte Black
Chassis Grommets	YCGR	Yes Chassis Grommets		

LINE	MFG CAT	QTY	PRODUCT	UNIT LIST	EXT LIST	UNIT SELL	EXT SELL
48	JSI	1	**VST3072RD**	$2,026.00	$2,026.00	$972.80	$972.48

	VSN		Vision 30 x 72 Single Ped Desk, Right w/Break Front Modesty						
			Worksurface Material	TFL	TFL Worksurface				
			Vision Laminate Worksurface Color Vision	OAT	Oatmeal Cookie Worksurface Color Eased Edge				
			Edge	R3	Oatmeal Cookie (Chassis Color) Oatmeal Cookie (Drawer Color) Bar Pull				
			Vision Chassis Laminate Color Vision Drawer	OAT	Matte BlackHardware Color Scheme Full Modesty Panel (Standard) Box/Box/File (Standard)				
			Laminate Color Pulls-Hardware Finish_PH1	OAT	Yes Left Grommet Location (A) Matte Black				
			Hardware Finish	P001	No Grommet in Center Location (B) No Grommet in Right Location (C) No Chassis Grommets				
			Modesty Panel Pedestal Configuration	MBK	Yes Locking				
			Top Grommet Left Location_TA Grommet	FMP	Matte Black				
			Color	BBF					
			Top Grommet Center Location_TB Top	YGA					
			Grommet Right Location_TC Chassis	MBK					
			Grommets	NGB					
			Locking	NGC					
			Lock Finish	NCGR					
				YLK					

LINE	MFG CAT	QTY	PRODUCT	UNIT LIST	EXT LIST	UNIT SELL	EXT SELL
			141 OFFICE SUBTOTAL:	**$4,454.40**			**$4,454.40**

142 EXEC OFFICE

50	JSI	2	**KN3001UUFC**	$993.00	$1,986.00	$476.64	$953.28
	SIG		Knox Flared Arm Stack Chair with Casters - All Uph.				

			Seat Fabric Grade Selection	C	Grade C		
			Grade C Fabric Manufacturer Selection	Spradling	Spradling Fabrics Spradling Grade C Fabrics	Whisper NEO	Whisper NEO
			Whisper Colors	WHI2140	Black		
			Back Fabric Grade	B	Grade B (Back Fabric) Grade B Fabric Manufacturer Selection	Momentum	Momentum Fabric Momentum Grade B
			Fabrics	Graph	Graph		
			Graph Colors	GRA02	Chalice Highest Fabric Grade Selected	C	Grade C
			Arm (AR5)	NY	Nylon		
			Nylon Color	MBK	Matte Black		
			Wood Cap	NWC	No Wood Cap		
			Metal Frame Color (MF1)	MBK	Matte Black		

51	JSI	1	**VSB7223MB**	$457.00	$457.00	$219.36	$219.36
	VSN		Vision Markerboard For Front Of 72" W Storage Overhead Cabinet- 1/2d x 23w x				

70 1/8h

LINE	MFG CAT	QTY	PRODUCT	UNIT LIST	EXT LIST	UNIT SELL	EXT SELL
52	JSI VSN	1	**VST1618SMBBF** Vision 17 3/8d x 15 5/8w x 28h Modular Shell Box/Box/File Pedestal	$871.00	$871.00	$418.08	$418.08
			Vision Chassis Laminate Color OAT Oatmeal Cookie (Chassis Color) Vision Drawer Laminate Color OAT Oatmeal Cookie (Drawer Color) Pulls-Hardware Finish_PH1 P001 Bar Pull Hardware Finish MBK Matte BlackHardware Color Scheme Chassis Grommets NCGR No Chassis Grommets Locking YLK Yes Locking Lock Finish MBK Matte Black				
53	JSI VSN	1	**VST1672SO** Vision 72w Storage Overhead Cabinet w/Four Doors	$1,814.00	$1,814.00	$870.72	$870.72 *0.00%*
			Vision Chassis Laminate Color Vision OAT Oatmeal Cookie (Chassis Color) Laminate Door Laminate Overhead Doors Vision Door LAM Oatmeal Cookie (Drawer/Door Color) Yes Locking Laminate Color Locking OAT Matte Black Lock Finish YLK MBK				
54	JSI VSN	1	**VST2418-72WR** Vision 24d x 18w x 72h Wardrobe - Right	$1,768.00	$1,768.00	$848.64	$848.64
			Vision Chassis Laminate Color OAT Oatmeal Cookie (Chassis Color) Vision Door Laminate Color OAT Oatmeal Cookie (Drawer/Door Color) Pulls-Hardware Finish_PH1 P001 Bar Pull Hardware Finish MBK Matte BlackHardware Color Scheme Locking YLK Yes Locking Lock Finish MBK Matte Black				
55	JSI VSN	1	**VST2472SHD** Vision 24 x 72 Shell Credenza	$1,434.00	$1,434.00	$688.32	$688.32

Worksurface Material	TFL	TFL Worksurface	
Vision Laminate Worksurface Color Vision	OAT	Oatmeal Cookie Worksurface Color Eased Edge	
Edge	R3	Oatmeal Cookie (Chassis Color) No Grommet in Left Location (A) Yes Center Grommet Location (B) Matte	
Vision Chassis Laminate Color Top Grommet	OAT	Black	
Left Location_TA	NGA	Yes Chassis Grommets	
Top Grommet Center Location_TB Grommet	YGB		
Color	MBK		
Chassis Grommets	YCGR		

LINE	MFG CAT	QTY	PRODUCT	UNIT LIST	EXT LIST	UNIT SELL	EXT SELL
56	JSI VSN	1	**VST2442AAEB** Vision Bridge With Modesty Panel For Adj Ht Desk-24d x 42w x 29 1/2h	$692.00	$692.00	$332.16	$332.16

Worksurface Material	TFL	TFL Worksurface
Vision Laminate Worksurface Color	OAT	Oatmeal Cookie Worksurface Color
Vision Edge	R3	Eased Edge
Vision Chassis Laminate Color	OAT	Oatmeal Cookie (Chassis Color)
Top Grommet Left Location_TA	NGA	No Grommet in Left Location (A)
Top Grommet Center Location_TB	YGB	Yes Center Grommet Location (B)
Grommet Color	MBK	Matte Black
Top Grommet Right Location_TC	NGC	No Grommet in Right Location (C)
Chassis Grommets	YCGR	Yes Chassis Grommets
Grommet Color	MBK	Matte Black

LINE	MFG CAT	QTY	PRODUCT	UNIT LIST	EXT LIST	UNIT SELL	EXT SELL
57	JSI VSN	1	**VST3072AHLD** Vision Adjustable Casegood - Single Pedestal Desk - Break Front-30d x 72w x Adj.h	$5,096.00	$5,096.00	$2,446.08	$2,446.08

Worksurface Material	TFL	TFL Worksurface
Vision Laminate Color	OAT	Oatmeal Cookie
Vision Edge	R3	Eased Edge
Vision Chassis Laminate Color	OAT	Oatmeal Cookie (Chassis Color)
Vision Drawer/Door Laminate Color	OAT	Oatmeal Cookie (Drawer/Door Color)
Pulls - Hardware Finish	P001	Bar Pull
Hardware Finish	MBK	Matte BlackHardware Color Scheme
Top Grommet Left Location_TA_EC	NGA	No Grommet in Left Location (A)
Top Grommet Center Location_TB	NGB	No Grommet in Center Location (B)
Top Grommet Right Location_TC_EC	YGC	Yes Right Grommet Location (C)
Grommet Color	MBK	Matte Black
Locking	YLK	Yes Locking
Lock Finish	MBK	Matte Black
Metal Base Finish	MBK	Matte Black

LINE	MFG CAT	QTY	PRODUCT	UNIT LIST	EXT LIST	UNIT SELL	EXT SELL
			142 OFFICE SUBTOTAL:		**$6,776.64**		**$6,776.64**

143 EXEC OFFICE

59	JSI SIG	2	**KN3001UUFC** Knox Flared Arm Stack Chair with Casters - All Uph.	$993.00	$1,986.00	$476.64	$953.28

Seat Fabric Grade Selection	C	Grade C
Grade C Fabric Manufacturer Selection	Spradling	Spradling Fabrics
Spradling Grade C Fabrics	Whisper NEO	Whisper NEO
Whisper Colors	WHI2140	Black
Back Fabric Grade	B	Grade B (Back Fabric)
Grade B Fabric Manufacturer Selection	Momentum	Momentum Fabric
Momentum Grade B Fabrics	Graph	Graph
Graph Colors	GRA02	Chalice
Highest Fabric Grade Selected	C	Grade C
Arm (AR5)	NY	Nylon
Nylon Color	MBK	Matte Black
Wood Cap	NWC	No Wood Cap
Metal Frame Color (MF1)	MBK	Matte Black

LINE	MFG CAT	QTY	PRODUCT	UNIT LIST	EXT LIST	UNIT SELL	EXT SELL
60	JSI VSN	1	**VSB7223MB** Vision Markerboard For Front Of 72" W Storage Overhead Cabinet- 1/2d x 23w x 70 1/8h	$457.00	$457.00	$219.36	$219.36
61	JSI VSN	1	**VST1618SMBBF** Vision 17 3/8d x 15 5/8w x 28h Modular Shell Box/Box/File Pedestal	$871.00	$871.00	$418.08	$418.08

Vision Chassis Laminate Color	OAT	Oatmeal Cookie (Chassis Color) Vision Drawer Laminate Color	OAT	Oatmeal Cookie (Drawer Color)
Pulls-Hardware Finish_PH1	P001	Bar Pull		
Hardware Finish	MBK	Matte BlackHardware Color Scheme		
Chassis Grommets	NCGR	No Chassis Grommets		
Locking	YLK	Yes Locking		
Lock Finish	MBK	Matte Black		

62	JSI	1	**VST1672SO**	$1,814.00	$1,814.00	$870.72	$870.72

	VSN		Vision 72w Storage Overhead Cabinet w/Four Doors						
			Vision Chassis Laminate Color Vision	OAT	Oatmeal Cookie (Chassis Color) Laminate Door				
			Laminate Overhead Doors Vision Door	LAM	Oatmeal Cookie (Drawer/Door Color) Yes Locking				
			Laminate Color Locking	OAT	Matte Black				
			Lock Finish	YLK					
				MBK					
63	JSI	1	**VST2472SHD**			$1,434.00	$1,434.00	$688.32	$688.32
	VSN		Vision 24 x 72 Shell Credenza						
			Worksurface Material	TFL	TFL Worksurface				
			Vision Laminate Worksurface Color	OAT	Oatmeal Cookie Worksurface Color				
			Vision Edge	R3	Eased Edge				
			Vision Chassis Laminate Color	OAT	Oatmeal Cookie (Chassis Color)				
			Top Grommet Left Location_TA	NGA	No Grommet in Left Location (A)				
			Top Grommet Center Location_TB	YGB	Yes Center Grommet Location (B)				
			Grommet Color	MBK	Matte Black				
			Chassis Grommets	YCGR	Yes Chassis Grommets				

LINE	MFG CAT	QTY	PRODUCT			UNIT LIST	EXT LIST	UNIT SELL	EXT SELL
64	JSI	1	**VST2418-72WL**			$1,768.00	$1,768.00	$848.64	$848.64
	VSN		Vision 24d x 18w x 72h Wardrobe - Left						
			Vision Chassis Laminate Color Vision	OAT	Oatmeal Cookie (Chassis Color) Oatmeal Cookie (Drawer/Door Color) Bar Pull				
			Door Laminate Color Pulls-Hardware	OAT	Matte BlackHardware Color Scheme Yes Locking				
			Finish_PH1 Hardware Finish	P001	Matte Black				
			Locking Lock Finish	MBK					
				YLK					
				MBK					
65	JSI	1	**VST2442AAEB**			$692.00	$692.00	$332.16	$332.16
	VSN		Vision Bridge With Modesty Panel For Adj Ht Desk-24d x 42w x 29 1/2h						
			Worksurface Material	TFL	TFL Worksurface				
			Vision Laminate Worksurface Color	OAT	Oatmeal Cookie Worksurface Color Vision Edge		R3	Eased Edge	
			Vision Chassis Laminate Color	OAT	Oatmeal Cookie (Chassis Color) Top Grommet Left Location_TA		NGA	No Grommet in Left Location	
			(A) Top Grommet Center Location_TB	YGB	Yes Center Grommet Location (B) Grommet Color		MBK	Matte Black	
			Top Grommet Right Location_TC	NGC	No Grommet in Right Location (C) Chassis Grommets		YCGR	Yes Chassis Grommets	
			Grommet Color	MBK	Matte Black				

66	JSI	1	**VST3072AHRD**			$5,096.00	$5,096.00	$2,446.08	$2,446.08
	VSN		Vision Adjustable Casegood - Single Pedestal Desk - Break Front-30d x 72w x Adj.h						
			Worksurface Material	TFL	TFL Worksurface				
			Vision Laminate Color	OAT	Oatmeal Cookie				
			Vision Edge	R3	Eased Edge				
			Vision Chassis Laminate Color	OAT	Oatmeal Cookie (Chassis Color)				
			Vision Drawer/Door Laminate Color	OAT	Oatmeal Cookie (Drawer/Door Color)				
			Pulls - Hardware Finish	P001	Bar Pull				
			Hardware Finish	MBK	Matte BlackHardware Color Scheme				
			Top Grommet Left Location_TA_EC	YGA	Yes Left Grommet Location (A)				
			Grommet Color	MBK	Matte Black				
			Top Grommet Right Location_TC_EC	NGC	No Grommet in Right Location (C)				
			Locking	YLK	Yes Locking				
			Lock Finish	MBK	Matte Black				
			Metal Base Finish	MBK	Matte Black				
					143 EXEC OFFICE SUBTOTAL:		**$6,776.64**		**$6,776.64**

LINE	MFG CAT	QTY	PRODUCT			UNIT LIST	EXT LIST	UNIT SELL	EXT SELL
145 CONF									
68	JSI	2	**EC9**			$509.00	$1,018.00	$244.32	$488.64
	VSN		Single Sided Power and Data Unit, 8 3/8d x 4w						
69	JSI	3	**VST2428PBA**			$885.00	$2,655.00	$424.80	$1,274.40
	VSN		Vision 7-5/8d x 24w Rectangular Base with Access Panel						
			Vision Laminate Color	WEA	Weathered Ash				
70	JSI	1	**VST48144BT**			$2,555.00	$2,555.00	$1,226.40	$1,226.40
	VSN		Vision 48d x 144w Boat Shape Conference Table Top						
			Vision Laminate Worksurface Color	WEA	Weathered Ash Worksurface Color				
			Vision Edge	R3	Eased Edge				
			Conference Cut Out A	COA	Cut Out in the (A) Location				
			Conf A Cut Out Locations	COA_EC9	Cutout for EC9 (A) Location- NON STD				

Conference Cut Out B	NCB	No Cut Out in the (B) Location	
Conference Cut Out C	NCC	No Cut Out in the (C) Location	
Conference Cut Out D	NCD	No Cut Out in the (D) Location	
Conference Cut Out E	COE	Cut Out in the (E) Location	
Conf E Cut Out Locations	COE_EC9	Cutout for EC9 in (E) Location- NON STD	

145 CONF SUBTOTAL: $2989.44

LINE	MFG CAT	QTY	PRODUCT	UNIT LIST	EXT LIST	UNIT SELL	EXT SELL
146 EXEC OFFICE							
72	JSI	2	**KN3001UUFC**	$993.00	$1,986.00	$476.64	$953.28
	SIG		Knox Flared Arm Stack Chair with Casters - All Uph.				
			Seat Fabric Grade Selection: C — Grade C Spradling Fabrics Whisper NEO Black				
			Grade C Fabric Manufacturer Selection Spradling: Spradling — Grade B (Back Fabric) Momentum Fabric Graph				
			Grade C Fabrics: Whisper NEO — Chalice Grade C Nylon Matte Black				
			Whisper Colors Back Fabric Grade: WHI2140 — No Wood Cap Matte Black				
			Grade B Fabric Manufacturer Selection: B				
			Momentum Grade B Fabrics: Momentum				
			Graph Colors: Graph GRA02				
			Highest Fabric Grade Selected Arm (AR5): C NY				
			Nylon Color Wood Cap: MBK NWC				
			Metal Frame Color (MF1): MBK				
73	JSI	2	**VSB3625WPMB**	$559.00	$1,118.00	$268.32	$ 536.64
	VSN		Vision 25"H Wall Panel - Markerboard Laminate-1d x 36w x 25h				
74	JSI	1	**VST12SP**	$170.00	$170.00	$81.60	$81.60
	VSN		Vision 12w x 28h Modular Center Support Panel				
			Vision Laminate Color: OAT — Oatmeal Cookie				
75	JSI	1	**VST1624MBBF**	$833.00	$833.00	$399.84	$399.84
	VSN		Vision 22 7/8d x 15 5/8w x 28h Modular Box/Box/File Pedestal				
			Vision Chassis Laminate Color: OAT — Oatmeal Cookie (Chassis Color)				
			Vision Drawer Laminate Color: OAT — Oatmeal Cookie (Drawer Color)				
			Pulls-Hardware Finish_PH1: P001 — Bar Pull				

Hardware Finish	MBK	Matte BlackHardware Color Scheme
Chassis Grommets	NCGR	No Chassis Grommets
Locking	YLK	Yes Locking
Lock Finish	MBK	Matte Black

LINE	MFG CAT	QTY	PRODUCT	UNIT LIST	EXT LIST	UNIT SELL	EXT SELL
76	JSI	1	**VST1672WSO**	$1,632.00	$1,632.00	$783.36	$783.36
	VSN		Vision 16d x 72w x 18h Wall Mount Overhead Cabinet w/Four Doors				
			Vision Chassis Laminate Color Vision OAT Oatmeal Cookie (Chassis Color) Laminate Door				
			Laminate Overhead Doors Vision Door LAM Oatmeal Cookie (Drawer/Door Color) Yes Locking				
			Laminate Color Locking OAT Matte Black				
			Lock Finish YLK				
			MBK				
77	JSI	1	**VST23EP**	$193.00	$193.00	$92.64	$92.64
	VSN		Vision 22 1/4w x 28h Modular End Panel for Shell Desks and Credenzas				
			Vision Laminate Color OAT Oatmeal Cookie				
			Chassis Grommets NCGR No Chassis Grommets				
78	JSI	1	**VST2418-72WL**	$1,768.00	$1,768.00	$848.64	$848.64
	VSN		Vision 24d x 18w x 72h Wardrobe - Left				
			Vision Chassis Laminate Color Vision OAT Oatmeal Cookie (Chassis Color) Oatmeal Cookie (Drawer/Door Color) Bar Pull				
			Door Laminate Color Pulls-Hardware OAT Matte BlackHardware Color Scheme Yes Locking				
			Finish_PH1 Hardware Finish P001 Matte Black				
			Locking Lock Finish MBK				
			YLK				
			MBK				
79	JSI	1	**VST2448AAEB**	$716.00	$716.00	$343.68	$343.68
	VSN		Vision Bridge With Modesty Panel For Adj Ht Desk-24d x 48w x 29 1/2h				
			Worksurface Material TFL TFL Worksurface				
			Vision Laminate Worksurface Color OAT Oatmeal Cookie Worksurface Color				
			Vision Edge R3 Eased Edge				
			Vision Chassis Laminate Color OAT Oatmeal Cookie (Chassis Color)				
			Top Grommet Left Location_TA NGA No Grommet in Left Location (A)				
			Top Grommet Center Location_TB YGB Yes Center Grommet Location (B)				
			Grommet Color MBK Matte Black				
			Top Grommet Right Location_TC NGC No Grommet in Right Location (C)				
			Chassis Grommets YCGR Yes Chassis Grommets				

			Grommet Color	MBK	Matte Black				
LINE	MFG CAT	QTY	PRODUCT			UNIT LIST	EXT LIST	UNIT SELL	EXT SELL
80	JSI	1	**VST2496MCT**			$691.00	$691.00	$331.68	$331.68
	VSN		Vision 24 x 96 Modular Credenza Top						
			Worksurface Material	TFL	TFL Worksurface				
			Vision Laminate Worksurface Color Vision	OAT	Oatmeal Cookie Worksurface Color Eased Edge				
			Edge	R3	No Grommet in Left Location (A) Yes Center Grommet Location (B) Matte Black				
			Top Grommet Left Location_TA Top	NGA					
			Grommet Center Location_TB Grommet	YGB					
			Color	MBK					
81	JSI	1	**VST2896MBK**			$447.00	$447.00	$214.56	$214.56
	VSN		Vision Modular Desk or Credenza Overlay Back Panel - 3/4d x 95 7/8w x 28h						
			Vision Laminate Color	OAT	Oatmeal Cookie YCGR CHASSIS GROMMET				
			MBK MATTE BLACK						
82	JSI	1	**VST3072AHRD**			$5,096.00	$5,096.00	$2,446.08	$2,446.08
	VSN		Vision Adjustable Casegood - Single Pedestal Desk - Break Front-30d x 72w x Adj.h						
			Worksurface Material	TFL	TFL Worksurface				
			Vision Laminate Color	OAT	Oatmeal Cookie				
			Vision Edge	R3	Eased Edge				
			Vision Chassis Laminate Color	OAT	Oatmeal Cookie (Chassis Color)				
			Vision Drawer/Door Laminate Color	OAT	Oatmeal Cookie (Drawer/Door Color)				
			Pulls - Hardware Finish	P001	Bar Pull				
			Hardware Finish	MBK	Matte BlackHardware Color Scheme				
			Top Grommet Left Location_TA_EC	YGA	Yes Left Grommet Location (A)				
			Grommet Color	MBK	Matte Black				
			Top Grommet Right Location_TC_EC	NGC	No Grommet in Right Location (C)				
			Locking	YLK	Yes Locking				
			Lock Finish	MBK	Matte Black				
			Metal Base Finish	MBK	Matte Black				
					146 EXEC OFFICE SUBTOTAL:		**$7,032.00**		**$7,032.00**

LINE	MFG CAT	QTY	PRODUCT	UNIT LIST	EXT LIST	UNIT SELL	EXT SELL

147 EXEC OFFICE

LINE	MFG CAT	QTY	PRODUCT	UNIT LIST	EXT LIST	UNIT SELL	EXT SELL
84	JSI	2	**KN3001UUFC**	$993.00	$1,986.00	$476.54	$953.08
	SIG		Knox Flared Arm Stack Chair with Casters - All Uph.				
			Seat Fabric Grade Selection — C — Grade C				
			Grade C Fabric Manufacturer Selection — Spradling — Spradling Fabrics				
			Spradling Grade C Fabrics — Whisper NEO — Whisper NEO				
			Whisper Colors — WHI2140 — Black				
			Back Fabric Grade — B — Grade B (Back Fabric)				
			Grade B Fabric Manufacturer Selection — Momentum — Momentum Fabric				
			Momentum Grade B Fabrics — Graph — Graph				
			Graph Colors — GRA02 — Chalice				
			Highest Fabric Grade Selected — C — Grade C				
			Arm (AR5) — NY — Nylon				
			Nylon Color — MBK — Matte Black				
			Wood Cap — NWC — No Wood Cap				
			Metal Frame Color (MF1) — MBK — Matte Black				
85	JSI	2	**VSB3625WPMB**	$559.00	$1,118.00	$268.32	$536.64
	VSN		Vision 25"H Wall Panel - Markerboard Laminate-1d x 36w x 25h				
86	JSI	1	**VST12SP**	$170.00	$170.00	$81.60	$81.60
	VSN		Vision 12w x 28h Modular Center Support Panel				
			Vision Laminate Color — OAT — Oatmeal Cookie				
87	JSI	1	**VST1624MBBF**	$833.00	$833.00	$399.84	$399.84
	VSN		Vision 22 7/8d x 15 5/8w x 28h Modular Box/Box/File Pedestal				
			Vision Chassis Laminate Color Vision — OAT — Oatmeal Cookie (Chassis Color) Oatmeal Cookie (Drawer Color) Bar Pull				
			Drawer Laminate Color Pulls- — OAT — Matte BlackHardware Color Scheme No Chassis Grommets				
			Hardware Finish_PH1 Hardware Finish — P001 — Yes Locking				
			Chassis Grommets Locking — MBK — Matte Black				
			Lock Finish — NCGR				
			YLK				
			MBK				
88	JSI	1	**VST1672WSO**	$1,632.00	$1,632.00	$783.36	$783.36

	VSN		Vision 16d x 72w x 18h Wall Mount Overhead Cabinet w/Four Doors						
		Vision Chassis Laminate Color	OAT	Oatmeal Cookie (Chassis Color) Vision Laminate Overhead Doors		LAM	Laminate Door		
		Vision Door Laminate Color	OAT	Oatmeal Cookie (Drawer/Door Color) Locking		YLK	Yes Locking		
		Lock Finish	MBK	Matte Black					
89	JSI	1	**VST23EP**			$193.00	$193.00	$92.64	$92.64
	VSN		Vision 22 1/4w x 28h Modular End Panel for Shell Desks and Credenzas						
		Vision Laminate Color Chassis	OAT	Oatmeal Cookie					
		Grommets	NCGR	No Chassis Grommets					
90	JSI	1	**VST2418-72WL**			$1,768.00	$1,768.00	$848.64	$848.64
	VSN		Vision 24d x 18w x 72h Wardrobe - Left						
		Vision Chassis Laminate Color	OAT	Oatmeal Cookie (Chassis Color) Vision Door Laminate Color		OAT	Oatmeal Cookie (Drawer/Door		
		Color) Pulls-Hardware Finish_PH1	P001	Bar Pull					
		Hardware Finish	MBK	Matte BlackHardware Color Scheme					
		Locking	YLK	Yes Locking					
		Lock Finish	MBK	Matte Black					
91	JSI	1	**VST2448AAEB**			$716.00	$716.00	$343.68	$343.68
	VSN		Vision Bridge With Modesty Panel For Adj Ht Desk-24d x 48w x 29 1/2h						
		Worksurface Material	TFL	TFL Worksurface					
		Vision Laminate Worksurface Color Vision	OAT	Oatmeal Cookie Worksurface Color Eased Edge					
		Edge	R3	Oatmeal Cookie (Chassis Color) No Grommet in Left Location (A) Yes Center Grommet Location (B) Matte					
		Vision Chassis Laminate Color Top Grommet	OAT	Black					
		Left Location_TA	NGA	No Grommet in Right Location (C) Yes Chassis Grommets					
		Top Grommet Center Location_TB Grommet	YGB	Matte Black					
		Color	MBK						
		Top Grommet Right Location_TC Chassis	NGC						
		Grommets	YCGR						
		Grommet Color	MBK						

LINE	MFG CAT	QTY	PRODUCT	UNIT LIST	EXT LIST	UNIT SELL	EXT SELL
92	JSI	1	**VST2496MCT**	$691.00	$691.00	$331.68	$331.68
	VSN		Vision 24 x 96 Modular Credenza Top				

			Worksurface Material	TFL	TFL Worksurface					
			Vision Laminate Worksurface Color	OAT	Oatmeal Cookie Worksurface Color Vision Edge			R3	Eased Edge	
			Top Grommet Left Location_TA	NGA	No Grommet in Left Location (A) Top Grommet Center Location_TB			YGB	Yes Center Grommet Location	
			(B) Grommet Color	MBK	Matte Black					
			Top Grommet Right Location_TC	NGC	No Grommet in Right Location (C)					
93	JSI	1	**VST2896MBK**			$447.00	$447.00		$214.56	$214.56
	VSN		Vision Modular Desk or Credenza Overlay Back Panel - 3/4d x 95 7/8w x 28h							
			Vision Laminate Color	OAT YCGR MBK	Oatmeal Cookie CHASSIS GROMMET MATTE BLACK					
94	JSI	1	**VST3072AHRD**			$5,096.00	$5,096.00		$2,446.08	$2,446.08
	VSN		Vision Adjustable Casegood - Single Pedestal Desk - Break Front-30d x 72w x Adj.h							
			Worksurface Material	TFL	TFL Worksurface					
			Vision Laminate Color	OAT	Oatmeal Cookie					
			Vision Edge	R3	Eased Edge					
			Vision Chassis Laminate Color	OAT	Oatmeal Cookie (Chassis Color)					
			Vision Drawer/Door Laminate Color	OAT	Oatmeal Cookie (Drawer/Door Color)					
			Pulls - Hardware Finish	P001	Bar Pull					
			Hardware Finish	MBK	Matte BlackHardware Color Scheme					
			Top Grommet Left Location_TA_EC	YGA	Yes Left Grommet Location (A)					
			Grommet Color	MBK	Matte Black					
			Top Grommet Right Location_TC_EC	NGC	No Grommet in Right Location (C)					
			Locking	YLK	Yes Locking					
			Lock Finish	MBK	Matte Black					
			Metal Base Finish	MBK	Matte Black					
					147 EXEC OFFICE SUBTOTAL:		**$7,032.00**			$7,032.00
					TOTAL:		**$60,696.96**			**$60.696.96**
										Ext Sell Discount 52%

QUOTE

BUSINESS ESSENTIALS
PO BOX 37
Grapevine, TX 76099

QUOTE NUMBER	54648-0
QUOTE DATE	09/04/23
ACCOUNT NUMBER	1016
COST CENTER	
	9000

Customer Service 817.328.1617

BILLTO ADDRESS	SHIPTO ADDRESS
TOWN OF LITTLE ELM ATTN ACCOUNCTS PAYABLE 100 W ELDORADO PKWY LITTLE ELM TX 75068 214-975-0411	TOWN OF LITTLE ELM ATTN: PUBLIC WORKS 1600 MARK TREE LANE LITTLE ELM TX 75068

CUSTOMER PURCHASE ORDER	SALESPERSON	TERMS	ROUTE	PAYCODE	ORDER TAKER
	LARRY CARRUTH	NET 30	NORT	QUOTE	CC1

ITEM NUMBER	MFG	ITEM DESCRIPTION	UM	ORD QTY	B/O QTY	SHIP QTY	SELL PRICE	EXTEND PRICE
		TIPS CONTRACT NUMBER 200301						
295600BK	RCP	WASTEBASKET,PLAS,15H,BK	EA	23		23	9.98	229.54
5244BL	SAF	SHELVING,BOLTLESS,BK	EA	1		1	315.80	315.80
5245BL	SAF	SHELVING,BOLTLSS 36"W,BK	EA	1		1	237.40	237.40
5247BL	SAF	SHELVING,BOLTLESS,BK	EA	2		2	288.40	576.80
8042501	FEL	ARMS,DUAL MONITOR,BK	EA	6		6	218.50	1311.00
8043701	FEL	MONITOR,FRSTND,DL,ARM,HRZ	EA	4		4	97.69	390.76
9920BL	SAF	RECEPTACLE,OPEN TOP,BK	EA	2		2	389.95	779.90
9921SLBL	SAF	RECEPTACLE,OVLMTH,MED,SLBL	EA	2		2	285.00	570.00
9926BL	SAF	TRASH,RECEPTACLE,BK,32 GAL	EA	3		3	249.19	747.57
TLP606B	TRP	SURGE,6 OUTLET,6 FT CD,BK	EA	11		11	18.99	208.89
44.SGL	TCK	44 INCH SNGL 18W LIGHT	EA	9		9	228.57	2057.13
6912	SAF	DELUXE WORKBENCH STOOL	EA	1		1	725.50	725.50
CBLMGMT	BEF	CABLE MANAGEMENT	EA	1		1	560.65	560.65
FEE	BEF	DESIGN FEE	EA	1		1	3900.00	3900.00
INSTALL	BEF	PROJECT INSTALLATION	EA	1		1	18486.42	18486.42
MATS	BEP	LOGOMAT PACKAGE	EA	1		1	1652.90	1652.90
TABLES	TBX	TABLE-X BREAKROOM TABLE-PKG	EA	1		1	18037.50	18037.50
TWM3660SI	TBW	TABLEWORXS 60X36 SS TABLE	EA	2		2	2397.35	4794.70
WKSPC	HON	HON WORKSTATION PACKAGE	EA	1		1	10466.79	10466.79

This Quote is valid for 30 days from the quote date unless otherwise specified in this quote.

Subtotal	66049.25
Tax	
Total Due	66049.25

Date:	09/19/2023
Agenda Item #:	5. F.
Department:	Administrative Services
Strategic Goal:	Ensure excellence in public services while keeping up with the growth in the community
Staff Contact:	Deidre Hale, Director of Human Resources

AGENDA ITEM:

Consider Action to Approve **Ordinance No. 1731 Amending the Town of Little Elm's Employee Manual.**

DESCRIPTION:

The Town of Little Elm's Employee Manual provides written guidance for our employees related to our values, policies, procedures, and benefits. These changes are largely in part due to new laws that went into effect as a result of the 88th Texas Legislature.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Ordinance No. 1731

Personnel Policy

TOWN OF LITTLE ELM

ORDINANCE NO. 1731

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS ADOPTING NEW PERSONNEL POLICIES AND REPEALING ALL PRIOR ORDINANCES, RESOLUTIONS, AND COUNCIL ACTIONS RELATED TO SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Little Elm has previously adopted personnel policies; and,

WHEREAS, said policies were adopted at a time when the Town had fewer employees; and,

WHEREAS, new personnel policies are needed to clearly articulate the standards expected of each employee, identify benefits and minimum work requirements, as well as promote the efficiency and productivity in management of Town employees; and,

WHEREAS, Town staff, with the assistance of legal counsel has drafted a new set of personnel policies to meet those requirements; and,

WHEREAS, these policies set forth expectations, but are in no way intended to, or should be construed as, forming a contract. All employees, other than the Town Manager, are employed at-will; and,

WHEREAS, the Town Council desires to repeal all prior adopted personnel policies and, adopt a new set of personnel policies for the benefit of the Town and its employees.

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

SECTION 1. The matters set forth in the preamble are found to be true.

SECTION 2. The Town Council hereby repeals all previously adopted personnel policies whether adopted by ordinance, resolution or by Council action; and formally adopts the personnel policies attached hereto.

SECTION 3. Future additions and modifications to the new personnel policies will be made by Town Council, either by resolution or ordinance. Said additions or modifications shall be distributed to all employees at the time of their adoption.

SECTION 4. Interpretations of these personnel policies are left to the discretion of the Town Manager.

PASSED, APPROVED, AND ADOPTED by the Town Council of the Town of Little Elm, Texas on this 19th day of September, 2023.

TOWN OF LITTLE ELM, TEXAS

_____
Curtis J. Cornelious, Mayor

ATTEST:

_____

Caitlan Biggs, Town Secretary

EMPLOYEE MANUAL

Integrity · Customer Service · Efficiency · Innovation

Revised 09-19-2023

Welcome to the Town of Little Elm! We hope you find the Town a great place to work and serve the community. In the Town of Little Elm, our culture is built on the philosophy of servant leadership. Servant leadership is about putting the needs of others before self; it is about serving people. It is about identifying and meeting customers' needs, enhancing our service to others, and contributing to Little Elm being a desirable lakeside destination for all people to live and play while enjoying a safe, vibrant, and welcoming community. To fully live as servant leaders, individuals, and as a Town, we operate under four core values guiding our every action and decision.

Integrity – We are honest, loyal, trustworthy, transparent, fair, and open-minded and have a culture of accountability. We keep our word and admit our mistakes. We stand up for what is right even in the face of a challenge and do what is right, even if no one notices.

Customer Service – We are respectful, positive, attentive, approachable, responsive, and empathetic. We focus on being able to assist internal and external customers, not simply accommodate them. Whether the answer involves going the extra mile or sometimes even delivering bad news, we are courteous, patient, humble and professional.

Efficiency – We recognize that we are entrusted with resources ultimately owned by the community. As stewards of those, we are committed to using the minimum resources required to realize the maximum result. Therefore, we will find the shortest path on a route or in a process and operate without waste, properly using taxpayer dollars, and without compromising quality.

Innovation – We are willing to grow, explore new ideas and challenge the status quo. We are open to change though we do not seek change unnecessarily. We allow the freedom to try new things and recognize that through creativity and reasonable risk, we will build a stronger, healthier Town together. We are an organization dedicated to learning and continuous improvement.

APPROVAL

This personnel policy of the Town of Little Elm, adopted by Ordinance #1731 on September 19, 2023, and supersedes all previously adopted personnel related polices of the Town of Little Elm attached as Appendix A.

Who We Are

Our *organizational culture centers on servant leadership and we believe that service to others is more important than our individual needs. We are a values driven organization that incorporates the values of integrity, customer service, efficiency, and innovation in everything that we do. We promote a fun, optimistic, and fulfilling work environment that contains an energy where team members are excited to come to work and serve the community.*

We *also believe the high service levels we provide are a reflection of the employees who work for the organization. We empower our team members and are committed to an environment where employees at all levels can use their judgment to fulfill the service needs of the community.*

We *are honest, loyal, trustworthy, transparent, fair, and open minded, and have a culture of accountability. We keep our word and admit our mistakes. We stand up for what is right even in the face of a challenge, and do what is right, even if no one notices.*

We *expect a team oriented atmosphere where departmental lines and job descriptions are merely a guide. Our employees engage in an environment of cooperation and focus on getting the job done. We believe that success is shared and that praise is important. Our employees should be motivated and competent individuals who are held to high standards and put tremendous effort in achieving success.*

We *place a great amount of importance on the interaction with our customers. We are respectful, positive, accessible and approachable, responsive, and empathetic. We openly communicate and give our full attention. We focus on being able to assist internal and external customers, not simply accommodate them. Whether the answer involves going the extra mile or sometimes even delivering bad news, we are friendly, courteous, patient, humble and professional.*

We *recognize that we are entrusted with resources ultimately owned by the community, and as stewards of those, are committed to use the minimum resources required to realize the maximum result. We will find the shortest path on a route or in a process, and operate without waste, improper use of taxpayer dollars, and without compromising quality. We believe in a streamlined process that eliminates red tape wherever possible.*

We *promote reasonable risk taking in the name of innovation. We have a willingness to grow, to explore new ideas, to challenge the status quo, to constantly seek opportunities to improve and streamline efforts. We are open to change though we do not seek change unnecessarily. We allow the freedom to try new things, and recognize that through creativity, teamwork, discipline, and hard work, we will build a stronger, healthier Town together. We are a learning organization, always developing our employees, and committing ourselves to excellence.*

Finally, *we will be an organization that sets an example to others for how a municipal service organization should operate. We have a standard of excellence and we focus on the character of our team members. We realize that it is an honor and a privilege to serve the public and we are proud to represent the Town of Little Elm.*

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INTRODUCTION

POLICY 1.01: CODE OF ETHICS AND ETHICS POLICY

Little Elm Code of Ethics

Be dedicated to the philosophy of Servant Leadership and the Core Values of Integrity, Customer Service, Efficiency, and Innovation.

Our organizational culture centers on Servant Leadership, meaning we believe service to others is more important than our individual needs. We are a values-driven organization that incorporates the values of Integrity, Customer Service, Efficiency, and Innovation into everything we do.

Treat others with dignity and respect.

When interacting with others, we must represent our Core Value of Customer Service. We are respectful, positive, accessible, approachable, responsive, and empathetic. Whether our interaction with another person allows us to go the extra mile or deliver bad news, we are friendly, courteous, patient, humble, and professional.

Maintain the public trust.

As public servants, we are very visible, and members of our community are always watching. Our actions reflect the organization, and poor judgment can affect our stakeholders' perceptions. Members of the Town of Little Elm Team should refrain from activities, including those on social media or in our personal lives, which would bring shame upon the Town of Little Elm or diminish the public's trust in the organization.

Provide equitable service to all.

We seek to be a distinct and desirable lakeside destination for all people to live and play. Therefore, we must provide equitable and inclusive services to all stakeholders. Access to local government services should be the same for all, and our stakeholders must be given the same high level of service from our team members.

Respect differences and treat others as they want to be treated.

Our diversity makes us stronger. Little Elm's team members and other stakeholders are people from different demographic groups with different personalities, beliefs, and life experiences. Therefore, we must treat people in a way that respects these differences and provide an environment where all our stakeholders feel accepted and safe.

Never use your position for personal gain.

Outside of the salary and benefits afforded by your employment, members of the Little Elm Team should not use their position for personal gain. Using your position for personal gain includes seeking favors, special treatment, access, or accepting gifts (not including those given during normal relationships with coworkers and friends) due to the position held at the Town of Little Elm.

Avoid all instances and appearance of a conflict of interest.

Any entity outside of the Town of Little Elm in which a team member or a team member's family member

has a financial interest and/or outside employment must be disclosed. Team Members should avoid any conflict of interest, a potential conflict of interest, or the appearance of a conflict of interest.

Be respectful of all public resources and tax dollars.

We must realize that the public ultimately owns the money and resources used to conduct the Town of Little Elm business. Therefore, we must abide by our Core Value of Efficiency and successfully accomplish the desired task without waste and with the minimum resources possible. Public money should never be used on personal items; with very few exceptions, Town-owned equipment should not be used for personal use.

Be dedicated to personal and professional growth and development.

Our Core Value of Innovation speaks to a willingness to grow and explore new ideas. It also talks about the organization as being dedicated to learning a continuous improvement. Therefore, we should approach our positions with a growth mindset and realize that we must continue to learn to meet the needs of an ever-changing community and industry.

Focus on teamwork and how you contribute to the organization.

Although we all work in different departments and have different levels of responsibility in the organization, we are all here to make the Town of Little Elm successful and serve our stakeholders. There is an expectation of a team-oriented atmosphere where departmental lines and job descriptions are merely a guide. Our Team Members should engage in an environment of cooperation and focus on getting the job done with shared success.

Respect the role of the policy-making body and refrain from local political involvement.

One of the foundations of Little Elm's form of government is the separation between politics and administration. We must respect the decisions of the Town Council and do our best to carry them out successfully.

Except exclusively allowed by law, we should avoid any participation in the election of the local governing body and never lend endorsements to candidates for any public office based on our positions with the Town of Little Elm. In addition, team members should not use public resources or give endorsements based on our positions for any question or issue before the voting public.

All Team Members should be encouraged to utilize their right to vote and should be able to do so without any pressure or persuasion from any member of the Town of Little Elm Team to vote a certain way.

Be honest, transparent, and forthright in all interactions.

Little Elm's Core Value of Integrity states that Team Members should be honest, loyal, trustworthy, and transparent. Therefore, there is an expectation of accountability, and the public should be able to believe that the Town of Little Elm is forthright and upfront.

Operate with a spirit of partnership and be easy to work with.

We should seek out opportunities to work with others and find ways to be known as individuals who do not put up roadblocks to partnerships or new ideas.

Ethics Policy

Ethics are an essential component of maintaining the public trust and achieving the Town's value of integrity. The Town Council has adopted an Ethics Policy covering all Town officials and employees. See Appendix B – Ordinance adopting ethics policy. Employees are responsible for understanding and complying with this ordinance. Employees are encouraged to notify their supervisor if they believe a violation of the Code of Ethics or Ethics Policy has occurred or have any questions. Among other things, the ordinance requires the following:

No employee of the Town shall:

1. Accept any gift or economic benefit of more than $50.00 in value from any person or entity in which gift or economic benefit might reasonably tend to influence such officer, official or employee in the discharge of official duties or grant in the discharge of official duties any improper gift, economic benefit, service, or thing of value; however, the provisions of this subsection shall not apply to any political contribution made under the Texas Election Code;
2. Use their official position to solicit or secure special privileges or exemptions for themselves or others;
3. Directly or indirectly disclose or use any information gained solely because of their official position for their gain or benefit or the private interest of others;
4. Transact any business on behalf of the Town in their official capacity with any business entity of which they are an officer, agent, or member or in which they own a substantial interest. If such a circumstance should arise, then in the case of an officer or official, they shall make known such interest and abstain from voting on the matter, or in the case of an employee, they shall turn the matter over to the employee's supervisor for reassignment, state the reasons for doing so and have nothing further to do with the matter involved;
5. Engage in any outside activities which will conflict with their assigned duties in the Town or which their employment with the Town will give them an advantage over others engaged in a similar business, vocation, or activity;
6. Engage in outside activities incompatible with the full and proper discharge of their duties and responsibilities with the Town or which might impair their independent judgment in the performance of their public duties;
7. Receive any fee or compensation for their services as an officer, official, or employee of the Town from any source other than the Town, except as may otherwise be provided by law. This shall not prohibit an officer, official or employee from performing the same or other services that they perform for the Town for a private organization if there is no conflict with their Town duties and responsibilities;
8. Represent, directly or indirectly, or appear on behalf of the private interests of others before any agency, board, commission, authority, or committee of the Town, or accept any retainer or compensation that is contingent upon a specific action being taken by the Town or any of its agencies, boards, commissions, authorities, or committees, unless such officer, official or employee of the Town has made full disclosure of such representation, retainer, or compensation. For purposes of this section, the term "full disclosure" shall mean:
    a. The filing of an affidavit with the Town Secretary describing such representation, retainer, or compensation;
    b. Disclosure, either orally or in writing, to the other members of the Town agency, board, commission, authority, or committee;
    c. Refraining from any other discussion of the matter with other members of the Town agency, board, commission, authority, or committee; and board, commission, authority, or committee.

1) Knowingly perform or refuse to perform any act to deliberately hinder the execution and implementation of any Town ordinances, rules or regulations or the achievement of official Town programs;

2) Have a substantial interest, direct or indirect, in any contract with the Town or a substantial interest, direct or indirect, in the sale of the Town of any land, rights, or interest in any land, materials, supplies, or service;

3) Participate in a vote or decision on any matter in which the officer or official has a direct or indirect substantial interest or in which a relative of the officer or official has a direct or indirect substantial interest;

4) Grant any special consideration, treatment, or advantage to any individual, business organization, or group beyond that which is normally available to every other individual, business organization, or group. This shall not prevent the granting of fringe benefits to Town employees as an element of their employment or as an added incentive to the securing or retention of employees;

5) Knowingly disclose information deemed confidential by law; or

6) Participate in any vote or decision relative to any amendment to the Town's Comprehensive Master Plan or any change in the zoning classification of property if the officer, official, employee, or a relative of the officer, official, or employee has any interest in any property within 200 feet of the property which is the subject of the amendment to the Town's Comprehensive Master Plan or on which the change in zoning classification is proposed. Further, any officer, official, or employee who has any such interest in property shall be legally disqualified from participating in any vote or decision relative to the Comprehensive Master Plan amendment or change in zoning classification.

POLICY NO. 1.02: AT-WILL EMPLOYMENT

This manual (including any modification) is prepared for informational and guideline purposes only and does not constitute a contract in any respect between the Town of Little Elm and its employees. The Town expressly disclaims any intent to form a contract. Employment with the Town of Little Elm is "at-will," and either the employee or the employer may terminate the relationship at any time for any or no reason. The Town Manager may remove with or without cause any employee of the Town who the Town Council does not appoint. This removal power is subject to any exceptions in the applicable provisions of the Town Charter.

All statements in this manual regarding the at-will status of Town employees or any benefits provided herein shall control any contradictory statements by any other person, whether oral or written.

The at-will status of any employee may not be modified or rescinded by any oral or written statements by any person, including appointed or elected officials, employee handbooks, employment applications, Town of Little Elm memoranda, or other materials provided to employees in connection with their employment. Similarly, the Town's policies and practices with respect to any matter or any benefits now offered may be terminated at any time and are not to be considered as creating any contractual obligation on the Town's part.

Statements of specific grounds for termination outlined in this manual or any other Town documents are examples only, are not all-inclusive lists, and are not intended to restrict the Town's right to terminate at will.

Completion of an introductory or probationary period or "regular status" does not change an employee's status as an employee at will or in any way restrict the Town's right to terminate such an employee or change the terms or conditions of employment.

POLICY NO. 1.03: APPLICATION OF POLICIES AND AMENDMENTS

The policies in this Manual shall apply consistently and uniformly to all Town employees, provided that the provisions may be varied for an employee with a written employment agreement approved by the Town Manager. All employees must become familiar with and abide by these policies. The Town Manager reserves the right to make final decisions regarding the interpretation and intent of all information in the Employee Manual. These policies' provisions control any contradictory statement made by any supervisor. Except as otherwise noted herein, all forms and implementation procedures will be provided by the Human Resources Department.

The Town encourages employees to suggest improvements to these policies. Any employee who wishes to suggest a personnel policy change should submit their suggestion(s) in writing to the Human Resources Department. Employees are responsible for knowing and using these rules and for requesting clarification or assistance when needed. Employees will be notified in writing of any changes to this policy manual.

At the discretion of the Department Head, in consultation with the Human Resources Director, and with written approval from the Town Manager, each department may develop and implement departmental policies, procedures, rules, regulations and/or practices that apply to that department only and which are separate from and in addition to the policies, procedures, and regulations contained in the Employee Manual. Departmental policies, procedures, rules, regulations and/or practices shall be consistent with those contained in the Employee Manual. No such departmental rule is effective until approved in writing by the Town Manager. A copy of all departmental rules and policies will be filed with the Human Resources Director. If there is any conflict between departmental rules and policies and this Employee Manual, the policies in this Manual shall control.

POLICY NO. 1.04: DIVISION OF RESPONSIBILITY

Except for matters reserved to the Town Council by the Town Charter, the general and final authority for personnel management rests with the Town Manager.

Unless the Town Council acts to declare otherwise, the Town Council grants the Town Manager concurrence with their decision to appoint, suspend, and/or remove all or any one of the Department Heads of the Town of Little Elm.

The Human Resources Department is specifically assigned to coordinate all areas of personnel administration.

Each supervisor is responsible for enforcing the provisions of these rules, related policies, and procedures by cooperating with the Human Resources Department on all matters pertaining to their respective department. Department Heads are responsible for employee-management relations, training and career development, and employee health, safety, and morale.

EMPLOYMENT

POLICY NO. 2.01: EQUAL EMPLOYMENT OPPORTUNITY

The Town is an equal opportunity employer. Discrimination against any person in recruitment, examination, selection, appointment, rate of pay, promotion and transfer, retention, daily working conditions, testing and training, awards, compensation and benefits, disciplinary measures or any other aspect of employment or personnel management because of age, race, religion, sex, color, national origin, sexual orientation, gender identity, citizenship, disability, veteran's status, or another unlawful basis, is prohibited.

POLICY NO. 2.02: WORKPLACE DIVERSITY

The Town will apply good efforts to seek out, employ, train, and promote underrepresented, protected group members within and into the Town's workforce.

POLICY NO. 2.03: EMPLOYEE SAFETY

The Town wants to conduct its operations with the utmost regard for the safety of its employees and its residents. The Town will not require any employee to perform hazardous duty without first receiving training concerning the hazard and proper work methods. The Town Manager will provide for health and safety programs appropriate to create a safer working environment. Employees shall not be subject to reprisal or retaliation for filing a worker's compensation claim or for reporting unsafe conditions to management or outside enforcement authorities. Employees are required to report any accidents or unsafe conditions or practices to their supervisor immediately so that corrective action may be taken. Any suggestions an employee makes to lessen the possibility of "on the job" accidents and injuries are appreciated and will be given serious consideration. All accidents and injuries, regardless of how minor, are required to be reported to supervisors, Department Heads, and Human Resources on forms provided by the Human Resources Department.

In addition to individual departmental safety policies, all employees shall make use of Personal Protective Equipment provided by the Town. Employees are at greatest risk of severe injury when working within the public right of way. As such, every employee performing any duties within the roadway will wear reflectorized outer garments. Same is required in all work zones and construction sites.

POLICY NO. 2.04: BASIC EMPLOYMENT QUALIFICATIONS

In addition to the qualifications applicable to each position, an applicant for employment with the Town must:

- Meet the requirements under any federal and state child labor laws;
- Provide authorization for pre-employment background and criminal history checks relevant to the position being sought;
- If the applicant has previously been employed by the Town, the Department Head must receive prior approval from the Town Manager;
- Consent to conditional pre-employment physical evaluation and drug testing, if applicable;
- Be at least 17 years of age for a Full-Time position, 16 years of age for a Part-Time or seasonal position, or meet special age requirements for the Police and Community Services Departments;
- Be of good moral character;
- Be a citizen of the United States or possess authorization to work legally in the United States;

- Dedicated to the Principles of Servant Leadership and exhibit the values of Integrity, Customer Service, Efficiency, and Innovation.

POLICY NO. 2.05: ATTENDANCE AND WORK HOURS

Work Hours. The hours during which Town offices and departments are open for business shall be determined by the Town Manager. Department Heads shall implement schedules to meet these general requirements and to provide for other specific requirements of the department. Individual employees may be directed to work special hours or shifts as determined by the needs of the department. Work schedules must be easily accessible to all employees in departments with continuous operation or rotating shifts.

Full-Time. Employees who work a regularly assigned, year around work shift averaging 40 or more hours per week are classified as Full-Time employees.

Part-Time. Employees who work a regularly assigned, year-round work shift averaging less than 29 hours per week are classified as Part-Time employees:

- Part-Time I employees are employees who are not regularly scheduled and typically work irregular hours per pay period based on the scheduling needs of the organization.
- Part-Time II employees are employees who are regularly scheduled and typically work a consistent number of hours per pay period.

Seasonal. Employees hired for seasonal periods less than seven months per year. Seasonal employees may work more than 40 hours per week, but cannot work more than 1,000 hours annually.

Regular Work Cycle (non-police/fire personnel). These employees of the Town normally work 40 hours in a seven-day workweek except as noted herein. Exempt employees may be required to work in excess of 40 hours. For payroll and recordkeeping purposes, the workweek begins on a Wednesday at midnight, and ends on the following Tuesday at 11:59 p.m.

Work Cycle (Fire Department). The official work period for fire fighters on shift rotation consists of a 28-day period beginning on a Tuesday at 10 a.m. and ending on a Tuesday at 9:59 a.m. Fire fighters will receive overtime pay for all hours actually worked (or, hours that count towards the overtime threshold) in excess of the 212 work hours in a 28-day work period, in accordance with Section 207(k) of the Fair Labor Standards Act.

Work Cycle (Police Department). The official work period for police officers on shift rotation consists of a fourteen-day period beginning at midnight on a Wednesday and ending at 11:59 p.m. on a Tuesday, resulting in a total of 80 scheduled work hours each work period. Eligible employees will receive overtime pay for all work hours in excess of 80 work hours in a fourteen-day work period in accordance with the waiver document which has been executed by a majority of the Town police officers pursuant to §142.0015 TLGC. (See Appendix D)

Work Cycle (Police & Fire Department) Special Provision. The Town is subject to Texas Local Government Code § 142.0015., a state law regulating the calculation of overtime for firefighters and police officers. (See Appendix D)

Flexible Workweek Schedule. Contingent on available staffing, a temporary, flexible workweek schedule may be available for Full-Time employees. Department Heads have the ability to establish temporary flexible work schedules as long as service levels and productivity standards are maintained

All permanent work schedules for non-police/fire personnel, other than an "8 hours/day, 5 days/week" or the administrative office hours schedule, must be approved in writing by the Town Manager.

Meal Periods for Non-Exempt and Non-Police/Fire Personnel. These employees are normally provided a one-hour unpaid meal break near the middle of the workday. The Department Head may stagger meal periods to minimize departmental interruption. Supervisors will provide employees with the starting and ending times for their specific meal periods. Employees will be relieved from work responsibilities during unpaid meal breaks. These employees may not extend meal breaks beyond their assigned period without approval from their supervisors. Employees may not "work through lunch" without supervisor approval.

Attendance and Punctuality. To maintain a safe and productive work environment, the Town expects employees to be reliable and punctual in reporting to work. Any absenteeism or tardiness is disruptive and places a burden on the Town and on coworkers. Either may lead to disciplinary action, up to and including termination of employment. In the rare instance when an employee cannot avoid being late to work or is unable to work as scheduled, the employee must personally notify their supervisor at least one hour in advance of the anticipated tardiness or absence; more notice may be required in accordance with individual departmental procedures. The employee must notify their supervisor of their absence or tardiness and state the date and time of their anticipated arrival. For absences of one day or more, the employee must personally notify their supervisor on each day of their absence. For absences of more than two consecutive work shifts for 8, 9, or 10 hour work shift personnel, or one work shift for 12 or 48 hour shift personnel, the employee's supervisor must notify the Human Resources Department no later than the third day of absence to properly administrate the Family and Medical Leave Act procedures as covered in Appendix E to this policy.

In most instances, an employee who fails to properly notify their supervisor in advance of an absence or tardy will be subject to disciplinary action up to and including termination of employment. An employee who fails to notify their immediate supervisor of an absence of three days or shifts or more may be presumed to have voluntarily resigned their employment.

Overtime. All employees shall be required to work overtime when necessary as determined by their supervisor. Specific overtime assignments shall be rotated and allocated as evenly as possible among employees qualified to do the work. Employees are expected to respond to a reasonable request to work overtime and may be subject to disciplinary action for failing to stay or report for overtime work.

POLICY NO. 2.06 SAFE HARBOR POLICY

It is the Town's policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws.

Review Your Pay Stub. The Town makes every effort to ensure our employees are paid correctly. Occasionally, however, inadvertent mistakes can happen. When mistakes happen and are called to our attention, the Town will promptly make any corrections necessary. It is the employee's responsibility to review their pay stub when received to make sure it is correct. If the employee believes a mistake has occurred, or has any questions, they should immediately contact their immediate supervisor or Human Resources Department.

Non-Exempt Employees. Non-exempt employees are compensated at an hourly rate for all hours worked for the Town. While it may be subject to review and modification from time to time, such as during salary review times, the hourly rate will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform. Non-exempt employees

are eligible for overtime pay and must maintain an accurate written record of the total hours worked each day. These hours must be accurately recorded on the timesheet provided. Each employee must sign their timesheet to verify that the reported hours worked are complete and accurate (and that there is no unrecorded or "off-the-clock" work). Timesheets must accurately reflect all regular and overtime hours worked, any absences, early or late arrivals, and early or late departures. Meal breaks are not compensable except for police officers and fire fighters on 12-hour or 48-hour shift assignments. At the end of each pay period, all employees are required to submit their completed timesheet for verification and approval. Upon receipt of each paycheck, it is the employee's responsibility to verify the accuracy of reported hours and pay. Any employee who fails to report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including termination of employment.

Exempt Employees. Exempt employees receive a salary which is intended to compensate them for any and all hours worked for the Town. This salary is established at the time of hire or when becoming classified as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform. Exempt employees are required to complete timesheets in the same manner as non-exempt employees. Days worked must be accurately accounted for on the employee's timesheet. Timesheets must accurately reflect days where sick leave, vacation, personal time, or holiday time has been used. Any employee who fails to report vacation, sick, or personal time used will be subject to disciplinary action, up to and including termination of employment.

Falsification of Timesheet. It is a violation of Town policy for any employee to falsify a timesheet or to alter another employee's timesheet without the employee's signed acknowledgement of the change. It is also a violation of the Town's policy for any employee or manager to instruct another employee to incorrectly or falsely report hours worked or alter another employee's timesheet to under or over report hours worked. All employees are required to report any falsifications immediately to the Human Resources Department.

To Report Concerns or Obtain More Information. Any employee with questions about payroll deductions, hours worked, or pay should contact the Human Resources Department.

Follow up and Investigations. Every report will be fully investigated and corrective action will be taken where appropriate, up to and including termination of employment for any employee(s) who violate this policy. In addition, the Town will not tolerate any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the Town's investigation of such reports.

POLICY NO. 2.07: ONBOARDING & PROBATIONARY PERIOD

All new employees hired to fill regular Full-Time or Part-Time I and II positions must satisfactorily complete a list of onboarding and training requirements as well as complete a probationary period. Additionally, all current employees who are transferred or reclassified to a higher position, as well as former Town employees who are rehired, must satisfactorily complete a performance probationary period of six months. The onboarding and training requirements ensure that employees are exposed to the Town's core values, philosophies, behavioral expectations, and essential workplace practices. The probationary period assists the Town in maintaining an effective, productive, and efficient workforce to provide quality services to the residents. In certain circumstances, an extension of the orientation and/or training time may be added to the probationary period, as deemed necessary by the Department Head.

Each probationary employee is responsible for knowing, understanding, and meeting the expectations and standards for their position. In addition, each employee is also responsible for performing their job

in a safe, productive, and effective manner within the instructions and established standards for the position. Furthermore, employees are expected to maintain acceptable standards of conduct in their employment. During the probationary period, it is the responsibility of the employee to correct any deficiencies or inadequacies in job performance, attitude, or conduct. Only those employees who meet acceptable performance and other standards during their probationary period will be retained as employees.

Probationary employees are not eligible for step raises.

Required Activities. Before the completion of the probationary period, all new employees must complete the following:

- Individual Meeting with the Town Manager
- Participation in New Employee Orientation
- Diversity Training
- Sexual Harassment/Anti-Harassment Training
- Review of Personnel Policies and Procedures
- Review of Benefits and Wellness Policy (Full-Time employees only)
- Cyber Security Training

Additional training may be required by the Town Manager or individual Department Heads to fully equip the employee with the knowledge needed to accomplish specific job duties or be successful at the Town of Little Elm.

Seasonal/Temporary Employees. Seasonal and/or temporary full and part-time employees do not serve a performance probationary period.

Probationary Performance Management. All probationary employees shall be consistently coached and evaluated by their supervisor and create an Individual Development Plan (IDP). Supervisors shall meet with new employees on their first day to go over the expectations of the positions. The Supervisor shall follow up with the employee at the end of their first week and each month during their probationary period to assess the employee's performance and provide feedback on their strengths and areas of needed improvement. These reviews are designed to evaluate each employee's performance and to communicate that performance to the employee. If the employee is proposed to be retained as a Regular employee, then signed original documentation of these coaching sessions must be forwarded to the Human Resources Department along with any request for change of employment status.

Extensions to Probationary Period. The performance probationary period may be extended under the following circumstances:

- At the end of the six-month probationary period, performance probation may be extended for up to an additional six months when a probationary employee's performance has been marginal due to extenuating circumstances, additional training is warranted, or an employee's absence from work for an extended period did not permit an opportunity for adequate assessment of performance. If an extension is granted, the employee will be advised in writing and given the date on which the extended probation period will be completed. Such extension will be at the sole discretion of the Department Head with written notification filed with the Human Resources Department.

- A probationary period may be extended for time spent on an approved Leave of Absence including leaves of absences due to injury or illness or approved Military Leave. The approved extension will normally equal the length of time away from work. Accordingly, each full-day absence incurred by an employee during the probationary period will normally extend the

probationary period by an additional day.

Successful Completion of Probation/" Regular" Status Granted. An employee is granted "regular" status in the new position if the employee's supervisor has completed the written performance management documents that indicate satisfactory completion of the performance probationary period.

Termination of Probationary Employment. Probationary employees are at-will employees and may be terminated at any time during the probationary period, with or without notice or cause. Probationary employees are otherwise subject to all policies and procedures of the Town. Department Heads will process termination through the Human Resources Department.

Sexual and Other Unlawful Harassment and Other Policies Apply. Probationary employees are subject in all respects to the policies set forth in the Employee Manual, including the Town's Sexual and Other Unlawful Harassment Policy (Policy No. 6.02). If any employee believes that they have been subjected to unlawful harassment or discrimination, they must immediately report such conduct as set out in Town Policy No. 6.02.

***Firefighter Exception**. Due to the rigorous requirements and extensive field training requirements of the job, all new hired firefighters will have up to a one-year probationary period. This does not affect any leave policy.

POLICY NO. 2.08: VACANT POSITIONS

The Human Resources Department will post announcements for all employee vacancies, excluding vacancies to be filled by administrative transfer, reassignment, temporary promotion, or reinstatement. Vacant positions may be posted internally when it is believed there is an adequate pool of qualified candidates available to provide opportunities for current employees to advance within the organization. Entry level positions and other vacancies will be advertised externally in a manner to attract the greatest number of qualified candidates. Employees are encouraged to apply for any vacancy for which they feel they are qualified. Vacancy announcements will specify the requirements for the vacant position, the application requirements, and the deadline to apply. Vacant positions shall be filled based upon the recommendation of the Department Heads with the approval of the Town Manager.

POLICY NO. 2.09: NEPOTISM

Employment may be restricted when an applicant or current employee is related by blood (consanguinity) or marriage (affinity) to another Town employee or official, as follows:

- An individual related to a member of Town Council or the Town Manager by third degree consanguinity or second-degree affinity may not be employed or appointed to any position with the Town.
- An individual related to a Department Head by third degree consanguinity or second-degree affinity may not hold a position in the same department.
- An individual related to an existing Town employee by third degree consanguinity or second-degree affinity may not be placed in a position of direct supervision.

Relatives employed as of the effective date of this rule are exempt from it. If an employee becomes a relative of another employee that would fall under this policy, one of the employees must transfer to another area, resign, or face termination of employment.

Only the Town Manager may waive provisions of this policy when it is in the best interest of the Town.

POLICY NO. 2.10: ANTI-FRATERNIZATION

An individual shall not be appointed to a position if the appointment would create a close working relationship with another employee within the department or functional area that could affect the health, safety, or welfare of the employees, the efficient departmental operations, or the best interests of the organization. A supervisor-subordinate relationship is prohibited between two employees who are married, cohabitating, or involved in a sexual or intimate relationship.

POLICY NO. 2.11: TOWN PROPERTY AND EQUIPMENT USE

The professionalism of Town staff is often judged by outward appearances. For that reason, even minor damages to vehicles and equipment need to be reported and repaired as quickly as possible.

The Town provides employees with adequate tools, equipment, and facilities for the Town job being performed, and the Town requires all employees to observe safe work practices and lawful**,** careful, and courteous operation of vehicles and equipment. Any Town-provided safety equipment must be used at all times.

From time to time, the Town may issue equipment or other property to employees, e.g., credit cards, keys, tools, security passes, manuals, written materials, telephone cards, uniforms, mobile telephones, computers, and computer-related equipment. Employees are responsible for items formally issued to them by the Town, as well as for items otherwise in their possession or control or used by them in the performance of their duties. At the time of issuance, employees may be required to sign certain forms or other documentation evidencing their receipt of property and/or equipment and authorizing a payroll deduction for the cost of lost, damaged, or unreturned items due to negligence. In addition to payroll deductions, the Town may take any other action it deems appropriate or necessary to recover and/or protect its property, as determined by the Department Head. Any damage to Town property is to be verbally reported immediately to the employee's supervisor. The employee is responsible for insuring a written report is filed with their Department Head and the Human Resources Department no later than the next business day. Timely reporting of damages will be considered in the determination of any consequences.

Employees must notify their supervisor immediately if any vehicle, equipment, machine, tool, etc. appears to be damaged or defective, or needs repair. The Department Head or their designee can answer questions about an employee's responsibility for maintenance and care of equipment used on the job. The improper, negligent, or unsafe use or operation of equipment may result in disciplinary action, up to and including termination of employment.

Personal Use Prohibited. Town property, materials, supplies, tools, equipment, or vehicles may not be removed from the premises or used for personal purposes without prior written approval by an employee's Department Head or the Town Manager.

POLICY NO. 2.12: USE OF TOWN VEHICLES OR USE OF PERSONAL VEHICLES FOR TOWN PURPOSES

Town-owned or leased vehicles may only be used for official Town business. Town-owned or leased vehicles may be driven only by authorized Town employees. If an employee drives their own vehicle, a Town-owned vehicle, or a rented or leased vehicle on the job or while carrying out Town-related business, the employee must comply with the following:

- Operate a vehicle in a manner which will reflect positively on the Town; employees shall not drive in a reckless manner, even on emergency calls. Employees should always observe posted

laws and speed limits or department established guidelines.

- Drivers must have a valid State of Texas driver's license on file with the Human Resources Department that is appropriate for the vehicle operated. Drivers must maintain a satisfactory driving record, maintain personal automobile insurance as required by the State of Texas, and inform their supervisor of any change in status.
- Drivers must not receive a conviction for driving while intoxicated (DWI) or driving while under the influence (DUI) during their employment with the Town.
- Have no outstanding criminal charge where their driver's license has been suspended or revoked.
- Report any citation issued while driving a Town vehicle or a personal vehicle used in the course of Town business to the Human Resources Department within one business day.
- Seat belt use or other restraint devices is required for all vehicle occupants when the vehicle is in operation.
- No driver will read, type, or send text messages while vehicle is in operation except public safety personnel in the course of their duty.
- No driver will make use of a telephone unless calls are being made using a hands-free device except public safety personnel in the course of their duty.
- No passengers, other than Town employees or others on Town business, may ride in a Town vehicle unless otherwise approved in advance by the employee's Department Head or designee.
- No personal use of Town-provided vehicles is allowed without the prior, specific approval of the Department Head.
- All maintenance and use records for Town vehicles must be completed as directed by the Fleet Manager. Privately owned vehicles will not use Town gasoline, oil or be afforded any maintenance by the Town.
- Report any broken, missing, or worn parts, tires, etc., or any needed maintenance of Town vehicles to the appropriate supervisor immediately.
- All drivers must keep a copy of proof of the Town's liability coverage in the vehicle.
- At no time may an employee have any detectable amount of alcohol, legal or illegal drugs drive a Town vehicle or a personal vehicle while conducting Town business.
- Privately owned motor vehicles may be used for Town business only after authorization has been approved. Upon approval by the Town Manager, employees driving their privately-owned vehicles will receive an auto allowance at the per mile rate established by the Town. Only employees who are authorized will be eligible for mileage reimbursement. Only authorized employees who have documented mileage will be reimbursed for miles used. Fraudulent claim of miles used is considered a serious offense and is subject to disciplinary action, up to and including termination of employment. Employees covered by this section who lose their state-mandated auto liability insurance are required to notify Human Resources Department within ten days of loss of coverage.
- All employees are required to report the suspension or revocation of their driver's license within one business day and immediately discontinue the operation of the Town vehicle.
- Use of tobacco products and/or electronic cigarettes shall be prohibited in Town vehicles.

The Town may, at any time, check the driving record of a Town employee who drives as part of their duties to determine that they maintain the minimum qualifications for their job. Employees must cooperate in giving the Town any authorization is required for this purpose.

The above is not a complete and exhaustive list of vehicle-use policies as each department has their own vehicle-use policies. Violations of any of the specific items listed, as well as the improper, careless, negligent, destructive, or unsafe use or operation of a vehicle, may result in disciplinary action, up to and including termination of employment.

POLICY NO. 2.13: SPECIAL TAKE HOME VEHICLE PROVISIONS

Certain Town-owned vehicles may be provided to employees to commute to and from work. Unless responding to Town business, these vehicles will only be used for commuting or very limited personal use, such as a stop for a personal errand on the way home. The use of Town vehicles is not intended for family or friends. Employees who commute in Town vehicles will have added to their gross income each year an amount equal to the commuting value as established by IRS regulations unless said vehicle meets certain IRS exemption criteria, if required by law.

Authorized employees may drive Town vehicles home only when certain criteria are met and take-home privileges have been pre-approved by the Department Head and granted by the Town Manager. Written approvals must be on file with the Human Resources Department. The maximum commute to the Town must not exceed 30 minutes. Take home privileges may be authorized only when the following conditions are met:

- Employee is subject to frequent emergency call back during non-duty hours;
- Employee requires tools or special equipment on such call back assignments;
- Nature of employee's duties would pose a threat to life or property if, when called out after hours, the employee was required to report to their regular work station to obtain a Town vehicle; and
- A public relations benefit would result by increased visibility of the Town's vehicle.

POLICY NO. 2.14: VEHICLE ACCIDENT POLICY

Effective March 1, 2022, the Town established an Accident Review Board. The Vehicle Accident Policy can be found in Appendix P. All accidents of any nature, regardless of the amount of damage or location, are to be reported immediately to the employee's supervisor or Department Head. All accident reports, along with any law enforcement report, must be filed by the employee and his supervisor with the Department Head and the Human Resources Department within one business day of incident.

Employees involved in any accident while operating a Town vehicle or mobile equipment, or while operating a personal vehicle on Town business, must immediately notify their immediate supervisor as well as the proper law enforcement agency. Said supervisor shall also notify their Department Head and the Human Resources Director.

All vehicular accidents involving Town vehicles responding to an emergency or major accident involving reported injuries will be investigated by the Texas Department of Public Safety (DPS) Highway Patrol. If DPS is not available, then a neighboring law enforcement agency will investigate.

Accidents involving Town vehicles, mobile equipment, or a personal vehicle on Town business, should be investigated by the law enforcement agency with primary jurisdiction and a crash report should be obtained The Town's Fleet department will assess the vehicle to determine the value of the damage.

An employee involved in any accident of a Town vehicle, mobile equipment, or a personal vehicle on Town business will be subject to drug and alcohol testing.

Employees who violate this policy or become involved in any accident will be subject to disciplinary action, up to and including termination, if, upon investigation it is determined that the employee is responsible for such action, or through careless or reckless actions, their action contributed to the cause of the accident.

POLICY NO. 2.15: TO ENCOURAGE FUEL SAVINGS

This policy applies to all Town mobile equipment and vehicles:

- Vehicles and equipment should not idle stationary unless the vehicle is operating computers, safety/emergency lighting and cameras as a part of the essential job function.
- Vehicle manufactures recommended tire pressure should be kept in all vehicles and checked monthly.
- Remove excess weight from vehicles whenever possible.
- Do not exceed the posted speed limit except for public safety emergencies.
- Attempt to schedule work activity to reduce driving time if applicable to the job assignment.
- Ensure vehicle is properly maintained according to manufacturer's maintenance schedule.
- Attendees to the same training conference/school should carpool, unless approved by Department Head. Use of Town-owned vehicle for travel is preferred to the use of a personal vehicle. Reimbursement for personal vehicle use will not be made if a departmental vehicle or a car pool option is available.
- When new and replacement vehicles are being considered for purchase, strong consideration must be given to fuel economy. Vehicles with higher MPG rating should be given preference. Exceptions must be approved by the Fleet Manager.
- Vehicle use should be well organized so that unnecessary trips are avoided and vehicle wear and tear is minimized.
- Ride sharing and/or carpooling should be practiced when several employees have the same destination.
- Use of Town vehicles is restricted to Town business travel or other use as authorized by the Town Manager.

POLICY NO. 2.16: TRAVEL POLICY

The Town of Little Elm will pay reasonable expenses that are incurred during authorized Town travel. The Town has two objectives when paying travel-related expenses: to provide employees enough funds to execute business on behalf of the Town and to safeguard Town funds by paying only reasonable and necessary expenses.

These policies are applicable to all travel by Town employees and other officials of the Town while conducting Town business or attending approved training programs outside of the Town of Little Elm. Employees should receive Department Head approval prior to any travel arrangements being made. Only that travel which has been approved in the annual Town budget is authorized for approval. Travel not authorized in the budget requires Town Manager approval.

Department Heads are ultimately responsible for insuring that travel expenditures comply with this policy and for the thorough review and approval of all documents necessary for the travel transaction. Department Heads have the discretion to implement more restrictive procedures and/or guidelines for their individual departments. The purpose of the required documentation is to provide enough evidence

to anyone, who reviews the travel transaction, that public funds were expended in compliance with this directive.

Calculation of Worked Hours. Attendance at lectures, meetings, training programs, and similar activities need not to be counted as working time only if all following four criteria are met:

1) Attendance is outside of the employee's regular working hours;
2) Attendance is, in fact, voluntary;
3) The course, lecture, or meeting is not directly related to the employee's job; and
4) The employee does not perform any productive work during such attendance.

For local travel (for the purposes of this policy "local" means the DFW metroplex, see Lodging Policy, p. 21) to a training facility, and the employee is required to come to the employee's workplace before going to training, the time traveled from an employee's workplace to the training facility and back will be counted as working time and is compensable. If an employee travels directly from home to the training location, generally that travel time will be non-compensable, as that travel serves as the employee's commute. For out of town travel (see Lodging Policy) that occurs in one day, an employee will be paid for all travel time. For overnight out of town travel, the employee will be paid for travel time. Department Heads may adjust an employee's shift hours during the time the employee is away to minimize disruption to Town services and/or overtime. Employees are encouraged to contact their supervisor and/or Department Head should they have any questions regarding training, travel and compensability of training or travel time. Any request for additional pay must be approved by the Town Manager.

Transportation. The Department Head will be expected to select the mode of transportation that is the most economical to the Town considering cost and time consumed. Town vehicles will be utilized when feasible. Public transportation will be used in those cases where it is most economical when considering travel time and other factors. When renting a vehicle, a small or midsize vehicle should be rented depending on the number of employees traveling. Upgrades to a rental car or additional accessories will not be chargeable to the Town and the employee will be responsible for the difference. When using air transportation employees are expected to book the most cost-effective flight and travel in the coach section. Any upgrades to seating will be a direct cost of the employee and not an expense of the Town. An employee will select the most economical transportation alternative. After evaluating all cost scenarios of the employee's travel arrangements and time consumed, if it is cheaper to utilize air transportation than to drive, then the employee should do so. Transportation will not be reimbursed for personal excursions while traveling. If an employee chooses the more expensive option, they are expected to cover the cost increase of their transportation. Employees who receive a car allowance are not eligible for reimbursement.

When an employee uses their personal vehicle, they shall be reimbursed for mileage at the rate currently allowed by the IRS. However, if any employee receives a car allowance, they are not eligible for mileage reimbursement. Employees submitting for mileage reimbursement are not permitted to charge fuel on the purchasing card or request reimbursement for fuel. Mileage reimbursement will be made according to the distance between the employee's work location in the Town of Little Elm and the destination based on the website Google Maps or comparable, unless travel from the employee's home to the destination is a lesser distance. Reimbursement for actual miles driven as indicated by a vehicle's odometer may be made if such mileage does not exceed the total distance indicated on Google Maps by more than five percent.

Meals. It is important for employees to recognize that not all meals related to travel and training are reimbursable by the Town or may be placed on your purchasing card. Travel meals are itemized into four categories to include: Overnight Travel (requires sleep or rest at lodging), Day Meal Travel (no

overnight stay in lodging), Business Meal, and Group Meal.

Overnight Travel. In accordance with IRS rules, the per diem meals allowance for overnight trips will follow the rates shown on the U.S. General Services Administration website for the Town for which you are traveling. The website is http://www.gsa.gov/portal/category/26429. For deployment, the Standard Rate will be used for the state of the location of the deployment.

The Town does not reimburse meals for overnight travel at actual cost. Only the per diem rate will be reimbursed. Therefore, do not attach meal receipts to your travel expense reports. Per Diem meal funds may be requested in advance of travel or reimbursed after the travel has taken place. The first and last day of your overnight travel per diem will be calculated at 75% as required by the IRS. Also, any meals included as part of your conference or training must be deducted from your per diem request. The GSA per diem includes meals and incidental expenses.

To request the per diem in advance of travel departure, the necessary documentation which includes a print out of the GSA report identifying the per diem meals amount. Also include a copy of the employee's registration (showing the employee's name, conference name, date, and location) and conference agenda must be provided to Accounts Payable at least two weeks prior to departure. No receipts are required with a per diem allowance, but the payments must meet the other substantiation requirements including time (date), place, and business purpose. Only business meals or group meals not related to overnight travel may be charged to a Town issued purchasing card after receiving required pre-approval.

Day Meal Travel. For meals that are taken away from home for "day-trips" (i.e., trips that do not involve/require an overnight stay, whether in-State or Out-of-State), the Town will not reimburse employees and a purchasing card should never be utilized. Compensation for such meals are considered, by the Federal Government, to be taxable income to the employee. It is the responsibility of the employee to provide for their own meal if attending training that does not require an overnight stay.

Business Meal/ Entertainment. Business meals are for executive level employees or their designees to conduct official business with an outside business representative. Business meals are not applicable to a group of employees going out to eat. To be a reimbursable "Business Meal", the meal must be one that is:

1) 'Non-routine' in nature,
2) Is entertainment that has a clear business objective which will benefit the Town, or
3) Involves a client, official or customer and an executive level employee or their designee.

In addition, to be a reimbursable "Business Meal" the meal must fall within one of the following tests:

1) Directly-Related Test: The meal must satisfy all the following:
    a. The main purpose of the combined business and meal is active conduct of business.
    b. Business is conducted during the meal period, and
    c. There is more than a general expectation of deriving income to the Town, lowering Town expenses, or some other specific Town benefit at some future time.

2) Associated Test: The meal must satisfy all the following:
    a. Associated with the active conduct of the Town's business, and
    b. Directly before or after a substantial business discussion.

Expenses that are lavish or extravagant under the circumstances are not allowed. The IRS identifies

online what entertainment expenses are not deductible. An employee must consider all the facts, including the nature of the business transacted and the reasons for conducting business during the entertainment. It is not necessary to devote more time to business than to entertainment. However, if the business discussion is only incidental to the entertainment, the entertainment expenses do not meet the directly-related test.

Approved Business Meal expenses, including the expenses of non-employees at the meal, will be reimbursed, provided the circumstances are conductive to a business purpose, and the meal meets all the criteria stated. The Town will not reimburse expenses for alcoholic beverages. A "Business Meal" form will need to be completed and an employee will need to provide a detailed receipt, names of all individuals in attendance, identify the various business relationships involved, and a summary of business discussed. The documentation is requested to ensure that the Town meets the requirements established by the IRS. Absence of documentation will lead to the expense being denied and the employee will be responsible for the charges.

Group Meals. To be reimbursable, Group Meals are occasional, infrequent, and non-routine meals that are provided to a group of employees, such as employee picnics or retirement parties, and are considered by the IRS to be a non-taxable de-minimis fringe benefit. Group meals may also include such things as occasional provision of coffee, donuts, or soft drinks or a meal that is provided to promote good will, boost morale, or to attract prospective employees to the Town. In groups that consist of seven or more employees, a 20% tip should be adequate.

To be a reimbursable expense or charged on a purchasing card, the costs related to Group Meals must be approved by a Department Head. A separate document will be required in processing "Group Meals" in the Finance Department to meet IRS requirements. Group Meals should never occur during overnight travel as per diem per employee has been provided. An employee will need to provide a detailed receipt, names of all individuals in attendance, and a reason for the group meal.

The only meals allowed on a purchasing card is a Group Meal or Business Meal. No other meals, snacks or drinks are allowed on your purchasing card. The Town will not reimburse expenses for alcoholic beverages.

Lodging. The Town will pay for lodging only for travel outside of the Dallas/Fort Worth area and only if approved by the Town Manager. The Dallas/Fort Worth area consists of locations within a 60-mile radius of the Town unless there is a bona-fide business activity that is expected to extend beyond 7:00 p.m. Employees are expected to commute to locations within Dallas/Fort Worth area. Employees will book a single or double occupancy room at the best rate available. A room upgrades to a suite and/or additional requests which add to room expense are expenses that are not reimbursed by the Town and are paid by the employee. Employees will take advantage of government, seminar, or group rates whenever possible. Extra charges for room services will not be paid by the Town as employees will receive a per diem for meals. An itemized hotel receipt must be provided, including an itemization for any room charges to be paid on the Town's purchasing card or reimbursed by the Town. The Town does not provide per diem for lodging, only meals.

Other Fees Allowed. Registration fees are reimbursable and should be paid with the employee's purchasing card. Computer related expenses will be reimbursable if within reason and hotspot capability is not available on cellphone. Charges for parking, car rental, taxis/ride-sharing services, checked luggage, and other miscellaneous travel or airline expenses will be allowed for reimbursement if reasonable. All charges must be supported by receipts to receive reimbursement or document the expense on your purchasing card.

Spouse/Family. Any additional cost incurred by the Town for a spouse or family to join an employee on overnight travel is the responsibility of the employee. An employee may use their own personal credit

card for travel reimbursement for hotel and transportation. All receipts and documentation are still required for reimbursement. It is the employee's responsibility to submit for reimbursement of expenses timely and the Town will not reimburse employee for any interest or credit card fees.

Non-Allowable Expenses. Expenses or charges for the following will normally not be reimbursed and must be paid by the employee:

- In-hotel pay television/ movies/ games;
- Upgrade from coach on airline flight;
- Dry cleaning and laundry;
- Expenses of a spouse or family;
- Alcoholic beverages;
- Fuel in a privately-owned vehicle;
- Personal vehicle maintenance or repair;
- Personal long-distance telephone calls;
- Other items of personal nature;
- Rental car upgrades; and
- Hotel room upgrades.

Miscellaneous. Any purchasing card charges on the Town's credit card, or if an employee chooses to use their personal credit card for travel, requires a copy of the employee's registration (showing the employee's name and the conference name, date, and location) to be attached in addition to detailed receipts for each expenditure. Additionally, registration should be provided when requesting the per diem meal allowance.

Purchasing cards can be used for travel and other expenses that are typically paid by the Town, except travel related meals. Personal expenses are not to be placed on a Town purchasing card.

POLICY NO. 2.17: PERSONAL CELL PHONES AND OTHER ELECTRONIC DEVICES BROUGHT INTO THE WORKPLACE

The Town recognizes that many employees have personal cell phones and other related electronic devices that they bring to work. The use of cell phones and related electronic devices at work must not interfere with job duties or performance. Employees must not allow the use of these devices to become disruptive or interfere with their own or a coworker's ability to do their jobs. Employees who use these devices in violation of Town policy, including the Inappropriate Conduct/Sexual and Other Unlawful Harassment Policy, will be subject to disciplinary action, up to and including termination of employment. Employees may not take pictures of persons or documents and/or record conversations with other employees on their personal electronic devices unless such action is authorized by an appropriate supervisor.

POLICY NO. 2.18: USE OF WIRELESS COMMINCATIONS DEVICES

The Town of Little Elm intends to provide wireless communication devices in a manner most cost effective to the Town to designated employees to improve productivity, enhance customer service to our residents and customers, and to enhance public safety services. The Town of Little Elm finds it necessary and in furtherance of the effective and efficient administration of the public's business to require a Town-owned cellular phone with voice and data functionality to all Department Head positions. In addition, the Town may provide a cellular phone with voice, or with voice and data to those employees always required to be available and if necessary and critical to the operations of the department as determined by the Department Head. Employees with Town-issued wireless communication devices can use the devices for infrequent, minimal personal use; however, a payroll deduction may be made for all personal use if required by IRS income tax withholding regulations.

Employees who are assigned the use of Town-owned wireless device are responsible for the following:

- Ensuring the physical security of such devices;
- Ensuring that all communications on such devices are kept to the briefest duration possible;
- Ensuring that any personal use does not detract from the employee's availability for completion of assigned duties;
- Not using the device during the operation of any equipment or motor vehicle; and
- Returning the device upon request by a supervisor or at the termination of employment with the Town.

The Town of Little Elm maintains the right of access and the right to disclose all messages communicated through electronic means when Town-owned equipment is used. Regardless of the intent of the message (business or personal), an employee has no right to privacy, or to the expectation of privacy concerning the content of any message or the intended destination of any message on Town-owned equipment.

On a case-by-case basis and dependent upon the needs of the organization as determined solely by the Town Manager, employees who are eligible to receive a Town-owned phone may petition to use their personal phone for Town business. Employees authorized to use this option will receive a monthly stipend not to exceed the dollar amount the Town would pay for a cellular phone had the employee been issued a Town-owned phone.

If an employee uses a personal phone or device for Town related business, that phone or device may be subject to search and disclosure under the Public Information Act of the State of Texas.

Non-exempt Town employees shall not engage in work related calls or texts, or access Town of Little Elm files or email through any wireless communication device outside of regular working hours unless authorized by a supervisor.

Decisions regarding the use of Town wireless communication devices, which are not explicitly stated herein, shall be left to the discretion of the Town Manager or his or her designee.

TikTok Prohibited

Texas Government Code Chapter 620 bans TikTok, WeChat and other specified applications on City-owned devices, equipment, and networks, effective immediately. As a result, employees on the City's networks or Wi-Fi and patrons connected to public Wi-Fi in City facilities or parks will be unable to access TikTok and the other identified applications.

This law dictates that access to TikTok, WeChat, and several other applications be prohibited on all devices and networks, including routers and internet access points, owned by municipal governments and other governmental entities. To comply with this legislation, the City blocks access to these applications at the network level, preventing the download or use of these apps on any City-owned devices and private devices that are connected to the City's internet network.

POLICY NO. 2.19: ELECTRONIC COMMUNICATIONS AND SYSTEMS ACCESS USE

The electronic communications and systems access use policy defines conditions for the authorized use of information technology and associated electronic information devices, including, but not necessarily limited to, the following:

- Email (electronic mail)
- Internet use
- Telephone and voicemail
- Video conferencing
- Desktop computers
- Laptop computers
- Cellular phones
- Personal Digital Assistant (PDA)
- Fax
- Storage media
- Television
- Electronic documents
- Copy Machines
- Any other forms of electronic communication

Town employees, contractors, or vendors with access to Town of Little Elm electronic communications are required to abide by this policy while using the Town's data and telecommunications infrastructure. All references to Town employees throughout this document shall also apply to all contractors, vendors, and other non-Town employees who have been granted access to Town-owned electronic communications. All Town employees, contractors, or vendors using the Town's data and telecommunications infrastructure must sign the acknowledgment online through the Town's training portal. These are considered minimum guidelines. Department heads may develop stricter policies for their department.

General Principles. Electronic communications services are provided by the Town to support open communications and research through the exchange of information and to provide the opportunity for collaborative government-related work. The Town encourages the use of electronic communications by its agencies and employees.

The Town's electronic communication systems are the property of the Town and are intended for use in carrying out government business. The Town retains all property rights in any matter created, received, or sent via the Town's electronic communications systems and such matter is not the property of the employees. The contents of any electronic communication may be disclosed to authorized individuals within the organization without the permission of the sender or recipient. Employees should have no expectation of privacy in any matter created, received, or sent using the Town's electronic communications systems. Employees must not assume that communications or messages of any type are confidential because a private password is used. The use of passwords to gain access to the electronic communications systems is for the protection of the Town, not employees. The appropriate Town staff must have access to the entire network.

Electronic communications are "public records" under Government Code section GR1000-26b (part of the Retention Schedule for Records Common to all Local Governments) that provides essentially that even though records are in electronic format they are still subject to review and inspection by the public. Electronic communications are "public information" subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

Although access to information and information technology is essential to the missions of government agencies and their employees, use of electronic communications services is a revocable privilege. Conformance with acceptable use, as expressed in this policy statement, is required. All Town departments are expected to maintain and enforce this policy.

Applicability. All Town employees shall be covered by this policy. Contractors and other non-Town

employees may be granted access to Town-provided electronic communications services at the discretion of the contracting authority. Acceptable use by contractors and other non-Town employees working for the Town is the responsibility of each department's contract monitor. The contract monitor is expected to provide contractors who use Town electronic communications services with this information.

Scope. This policy applies to all electronic and telephonic communications systems and all communications and information transmitted by, received from, or stored in these systems. These systems are the property of the Town, and as such, are to be used primarily for job-related communications.

While in the performance of work-related functions, while on the job, or while using publicly owned or publicly provided information processing resources, employees are expected to use those resources identified above responsibly and professionally and shall make no intentional use of those resources for any unlawful purpose.

Employees may make reasonable personal use of publicly owned or provided resources if:

- There is no or negligible cost to the Town or public;
- There is no negative impact on employee performance of public duties;
- Employees shall reimburse the Town if any costs are incurred; and
- No other provision in this Usage Policy is violated, including that which prohibits intentional use of resources for an unlawful purpose.

All Town rules, regulations, and guidelines, as they presently exist and as they may be amended in the future, on ethical and appropriate behavior of Town employees and the appropriate use of Town resources apply to the use of all electronic communications.

Enforcement. Department Heads or their designated representatives are responsible for disseminating and enforcing their employees' compliance with the provisions of this policy and for investigating non-compliance. When an instance of non-compliance with this policy is discovered or suspected, the Town shall proceed in accordance with departmental and Town personnel policies.

Employee's privileges may be revoked when deemed necessary to maintain the operations and integrity of the Town's information systems. User access, accounts, passwords, software, and hardware may be withdrawn without notice if an employee is suspected of violating this Electronic Communications Usage Policy. Employee discipline may be appropriate in cases of non-compliance with this policy. Criminal or civil action against employees may be appropriate where laws or rights are violated.

Employees need to know that any electronic media communication may be considered a public record subject to disclosure under Texas law.

Acceptable Uses:

- Communication and information exchange directly related to the mission or work tasks of the Town or department.
- Communication and exchange for professional development, to maintain currency of training or education, or to discuss issues related to the employee's department activities.
- Applying for or administering grants or contracts for Town research or programs.
- Advisory, standards, research, analysis, and professional society activities related to the Town governmental work tasks and duties.
- Announcement of new laws, procedures, policies, rules, services, programs,

information, or activities.

Prohibited Uses. Electronic media and communications shall not be used in any manner in violation of the law or Town rules, policies, or procedures. Electronic media and communications shall in no manner be used for any improper, illegal, offensive, or harassing purpose. Activities prohibited by this policy include, but are not necessarily limited to the following:

- Accessing or sending of any material or communication in violation of any federal, state, or local law, ordinance, or regulation.
- Accessing or sending of any material or communication which includes potentially offensive material (such as pornography, or sexual, racial, or ethnic comments, jokes or slurs).
- Accessing or sending any material of a political nature is prohibited. Employees may not use Town time and equipment to either support or oppose campaigns or candidates for elected offices. Messages of a religious nature or promoting or opposing religious beliefs will not be allowed.
- Using email to send information that needs to be communicated individually to every Town employee (several employees do not have access to a computer on a regular basis), or if a quick response is needed. Many employees may not or cannot check their electronic mail on a frequent basis. When establishing or changing a policy, formal policies should be announced via a memo instead of email.
- Misrepresentation under any circumstances of an employee's identity.
- Unauthorized access to any computer system.
- Any action intended to accomplish or assist in unauthorized access to computer systems.
- Unauthorized or improper downloading, accessing, or sending of copyrighted information, documents, or software.
- Town employees are prohibited from developing and running personal websites on Town electronic communications equipment or on or through any Town contracted ISP services.
- Use of Town's electronic communications equipment or network for private business purposes, including non-profit, charitable, and for-profit businesses.
- Use of Town electronic communications equipment or network for any purpose related to gambling.
- Purchases through the Town's electronic communications networks. Employees shall not use the Town's access to purchase, obtain, or offer products or information for Town purchases without prior approval through normal Town purchasing procedures.
- Sending of unauthorized broadcast communications or solicitations (such as a Town-wide email). The Department Head or their designated representative must approve all Town-wide broadcast or solicitation messages in advance.
- Any action that causes the Town to incur a fee for which there has not been prior approval.
- Use of a security code or password other than as authorized.
- Disclosing a username and password to anyone for any purpose.
- Sending confidential communications via email. Common sense should be employed if a communication must be kept confidential. Information dealing with personnel issues may lose confidentiality due to its electronic transmission. It is recommended that confidential or other sensitive materials not be transmitted electronically.
- Streaming audio, video, and data. Electronic communications networks are a shared resource.
- Also prohibited are any stock market, weather, sport, or other types of streaming data tickers. The Department Head or their designated representative must approve all uses of streaming audio, video, and data in advance.
- Employees may not use any non-Town website which requires the acceptance of any contractual terms and conditions as a condition to use that website without prior Department Head and/or Town Council approval.

Notice of Town's Rights. Employees need to be aware that deleting electronic communications – e.g., deleting an email message from their mailbox or voicemail– does not necessarily mean that they are permanently deleted from the system. In the case of email and voicemail messages, these messages may be saved by the Town and employees should have no expectation of privacy in any electronic media communications. Employees should further be advised that the Town maintains a record of all telephone usage regarding all incoming/outgoing telephone calls including the date/time of the call, duration of the call, and the incoming and outgoing phone numbers. This usage information is subject to public disclosure under the Public Information Act and/or subpoena by the Courts.

All electronic media communications are always considered to be Town records. The Town has the capability to access, monitor, review, and copy or disclose any electronic media communications, and the Town reserves the right to do so for any proper Town purpose. The use of security measures (such as individual passwords) or deletion of electronic media communications (such as deletion of emails by employees) does not affect the Town's ability or right to access, review, copy or disclose such communications under appropriate circumstances. Employees' use of electronic media is consent to such action by the Town.

This policy shall not be interpreted to limit the Town's access to electronic media communications under appropriate circumstances and shall not in any way limit the Town's control or ownership of its electronic media systems. Further, this policy is in no way intended to permit unauthorized access to electronic media communications.

Software. Employees shall use only legally acquired and licensed software distributed by the department. The Software Licensing and Use Policy key provisions are summarized below:

- Only properly licensed and/or registered software will be loaded on Town-owned computers.
- Software acquired at Town expense shall not be copied onto any non-Town computer unless specifically authorized by the license agreement.
- Departments shall establish a permanent file that documents the right to use each copy of the software loaded on a Town computer.
- Departments shall audit their computers at least annually to ensure compliance with all licensing requirements.

Downloading software is prohibited without prior approval by the IT department or their designated representative.

Loading any program or data from diskette, CD, tape or other portable media into a Town-owned computer or other device when such media has not been scanned by anti-virus software is prohibited.

Employees must get the approval of the IT department or their designated representative prior to loading Town-owned software with home use options on home computers and must abide by this policy while using them.

Email. Emails generally fall within the following categories:

- Administrative Emails – These are emails that contain information relating to the conduct of the Town's business and can be either transitory in nature or more permanent.
- Transitory Emails – These are emails that have limited or transitory value to the Town, and are created primarily for the informal communication of information. Transitory emails would include, but would not be limited to, emails announcing the date and time of a meeting, casual

and routine communications, and announcements like telephone conversations, notes, interagency or intra-agency memoranda, and preliminary drafts which are not directly related to any non-transitory communications indicated below.

- Non-Transitory Emails – These are emails that are more formal in nature and have lasting value to the Town. Examples:

    - Emails of a policy or decision-making nature
    - Emails connected to specific case files
    - Emails that are contract related
    - Other emails that are an essential part of a larger record or other memorandum of significant public business. As such, these emails are like printed communications and should be written, transmitted, and stored with the same care and are subject to the Town's Record Retention Ordinance.

- Non-Business Emails – These are emails that do not contain information relating to the conduct of the Town's business. These emails include unofficial, personal messages.

Retention Requirements. The category of the email message determines the retention requirement:

Category	Retention Requirement
Non-Transitory–Administrative	4 years (pg. 11 of the Local Schedule GR/Record No. GR1000-26a) BUT if it is a legal opinion from the Town Attorney or other document that merits permanent retention, it should be kept permanently
Transitory – General	2 years (pg. 11 of the Local Schedule GR/Record No. GR1000-26b)
Non-Business	AV, as along as administratively valuable (pg. 11 of the Local Schedule GR/Record No. GR1000-26c

Additional Email Guidelines. The responsibility for compliance with this policy lies with each Town employee. It is the responsibility of Departmental management to develop internal procedures consistent with this policy to insure compliance.

Employees need to know that even when they delete an email or voicemail from their mailbox (and empty it from their Outlook Trash or equivalent), it may continue to exist in backup or archival storage devices or in the mailboxes of other recipients or addressees.

If an employee sets up a vacation rule that generates an automatic reply to incoming emails, the reply option should always be "reply to sender", not "reply to all." The "reply to all" option can cause problems if the original email was sent to a large group of people. The rule should be set up to reply only to messages where the "From" field does not contain an "@" symbol (so that the rule will NOT reply to messages originating outside of the Town.) The reason for this setting is that if the Original email was sent from an automated system, the vacation rule reply will sometimes trigger it to resend the original message each time it gets a reply, causing a loop that can flood the mailbox with messages and overburden the Town's email infrastructure.

Employees shall only access email accounts through systems set up by the Town. Employees shall not access hotmail.com and similar email accounts via an Internet connection over the Wide Area Network (WAN). It has been detected that these types of email accounts bypass the Town security

network and make the town WAN vulnerable to viruses.

Additional Guidelines. Logoff (Exiting). Always make a reasonable attempt to complete the logoff or other termination procedure when finished using any system such as the Internet, Outlook, etc.

Certain electronic media (especially email) may not be appropriate to transmit sensitive materials, which may be more appropriately communicated by written document or personal conversation. In circumstances where these media must be used, the sensitive material should be encrypted prior to transmission.

Employees should always remember that persons other than the sender and the recipient may read electronic media communications later. Accordingly, electronic media communications (such as email messages) should always be treated as written memos, which may remain on file in various locations.

Requests for Electronic Data. Requests to produce copies of or provide access to non-routine information from electronic communication systems shall immediately be forwarded to the appropriate Department Head. Upon review, the Department Head can determine if the Town Secretary should be contacted and the request should be handled in accordance with the Town's Public Information Act procedures.

Written Acknowledgment. Department Heads shall have all employees acknowledge that they have received and read this policy online through the Town's training portal. Such written acknowledgment shall be retained in department files. (Nevertheless, the failure to provide such written acknowledgment shall not in any way limit the Town's ability to enforce this policy.)

POLICY NO. 2.20: CONFIDENTIALITY OF EMPLOYEE MEDICAL INFORMATION

Federal law, including the ADA/ADAAA and HIPPA, requires that the Town maintain all employee medical information in separate, confidential files. Therefore, in addition to personnel files, the Town maintains a separate medical file for each employee. The Human Resources Department maintains these confidential medical files.

Examples of information that may be provided to the Town by an employee's health care provider, and maintained in the confidential medical file, include:

- a note to justify a medically-related absence;
- a note to request leave for medical purposes;
- a note to verify the employee's ability to return to work;
- a note to verify the employee's completion of a wellness program related activity;
- medical records to support a claim for sick pay or disability benefits;
- insurance records; and
- Workers' compensation records.

It is important that employees understand that the records are confidential, but that the confidentiality may be limited when certain medical disclosures are necessary, i.e., FMLA, ADA/ADAAA and worker's compensation. When an employee provides medical information to their supervisor, the supervisor shall disseminate the information to the Human Resources Department and only on "as needed" basis to other members of management. The Human Resources Department is the point of contact to receive medical information to ensure confidentiality is maintained.

In addition to protecting their own confidential medical information, employees must also respect the

privacy and confidentiality of their coworkers' medical information as well as their coworkers' family medical information. Employees are required to use discretion and judgment when dealing with such information and are to refrain from passing along information, gossip, rumors, or anything else that may constitute an invasion of a coworker's privacy or breach of confidence. Employees should not speculate about medical conditions of other employees or their family members, and may not publicly discuss another person's medical information.

POLICY NO. 2.21: AMERICANS WITH DISABILITIES ACT/AMENDMENTS TO THE ACT

To ensure compliance with the Americans with Disabilities Act, the Town offers equal employment opportunity to qualified individuals and strictly prohibits discrimination against qualified individuals based on disability.

The Town will provide a reasonable accommodation to the known physical or mental impairments of an otherwise qualified individual with a disability if such reasonable accommodation will enable the individual to perform the essential functions of the position at issue. The Town will not deny employment opportunities based on the need to provide reasonable accommodation to the individual's physical or mental impairments, unless it would cause an undue hardship to the Town, or constitute a threat to the safety of the disabled person or other persons.

Generally, the individual with a disability must inform the Town that an accommodation is needed. The employee must make a request for accommodation in writing.

When the disability or the need for accommodation is **not** obvious, the Town may ask the individual for reasonable documentation about their disability and functional limitations.

In requesting documentation, the Town will specify what types of information it is seeking regarding the disability, its functional limitations, and the need for reasonable accommodation and will provide a copy of the job description for the position. The individual can be asked to sign a limited release allowing the employer to submit a list of specific questions to the health care or vocational professional.

Employees who have a complaint involving potential violations of the Americans with Disabilities Act, including but not limited to harassment, discrimination, or failure to provide a reasonable accommodation, must immediately report such complaint as outlined in the Town's Sexual and Other Unlawful Harassment Policy.

Service Animals. The Town prohibits employees bringing pets to work. However, if an employee has a disability and asserts the need for a service animal at work, the Town will engage in the interactive process, as it is required to do for all requested accommodations.

When evaluating a service animal accommodation request, the Town will seek documentation that the animal is required because of a disability and what work or task the service animal has been trained to perform. Further, the service animal, if allowed, must be under control, must not disrupt the workplace, and must not compromise legitimate safety requirements necessary for the safe operation of a Town facility.

POLICY NO. 2.22: OUTSIDE EMPLOYMENT

Town employees must recognize that the Town is their primary employer. Town employees may engage in outside or self-employment if they receive prior written approval from their Department Head and/or Town Manager. Said approval must be filed with the Human Resources Department on the forms provided by the Human Resources Department. For purposes of this policy, outside or self-employment includes a job, activity, or enterprise (including self-employment) that constitutes a form of employment

or business outside the responsibilities of employment with the Town.

Employees may not accept outside or self-employment that conflicts with the effective performance of the employee while on duty with the Town or conflicts in any way with the best interests of the Town. Town employees cannot contract with the Town for services.

An employee will not be covered by the Town's workers' compensation insurance while working for another employer or while self-employed except for law enforcement officers working within their official function. In addition, an employee on FMLA leave, sick leave, disability leave, workers' compensation leaves, or an unpaid leave of absence, may not engage in outside or self-employment, as defined in this policy, unless expressly authorized in writing by the Town Manager.

POLICY NO. 2.23: MEDICAL EXAMINATIONS

The Town Manager, or Department Head with notice to the Town Manager, may require a person selected for initial appointment or reinstatement to undergo a medical (mental and/or physical) examination by one or more physicians designated by the Town and at the Town's expense. If a medical examination is required, employment will be contingent upon successful completion of the medical examination and determination by the Town that the person can perform the essential functions of the job with or without reasonable accommodation.

The Town Manager or Department Head, with notice to the Town Manager, may require an employee to undergo a medical examination by one or more physicians designated by the Town and at Town's expense, to decide the employee's fitness for continued employment, promotion, or other personnel action only if such examination is job-related and consistent with business necessity. The employee may be placed on administrative leave with pay pending the medical examination results. If an employee participates in a promotional process, but is deemed unable to perform the essential functions of the job on the effective date of the promotion, the employee will not receive the promotion.

The Town may require an employee to undergo a medical examination, assessment, or preventative screening to participate in aspects of the Town's Wellness Program.

POLICY NO. 2.24: RESTRICTED USE OF CONFIDENTIAL INFORMATION

There are several federal and state laws which regulate the handling of confidential and personal information of residents, customers, and employees. Employees must maintain the confidentiality of all documents, credit card information, and personal information including social security numbers. Any use or distribution of confidential information for anything other than Town purposes is strictly prohibited and is cause for immediate dismissal. If an employee receives a written request for information, he or she must immediately forward such request to the Town Secretary, who will process Public Information Act requests under Chapter 552 of the Texas Government Code.

POLICY NO. 2.25: ISSUANCE OF CLOTHING ARTICLES AND UNIFORMS

The Town may provide articles of clothing and uniforms to certain employees during their employment with the Town. All shirts, jackets, and outerwear paid for by the Town shall have the Town logo or approved department logo. Upon termination of employment, all clothing articles must be returned to the Town prior to receipt of their final paycheck. The quantity of clothing provided is determined by the Department Head. Employees are personally responsible for all articles issued to them. Should clothing become lost, misplaced, or stolen, the employee will reimburse the Town for the cost of replacement articles. Failure to return clothing may cause the dollar amount of said clothing to be deducted from the employee's final paycheck.

Employees in Town uniforms or Town-issued attire are representatives of the organization. Any employee wearing a Town uniform or clothing identifying the Town of Little Elm shall not be involved in any conduct that would embarrass or shine a negative light on the Town of Little Elm. Uniforms and Town issued articles of clothing shall not be allowed to be worn outside of work or Town related functions.

Eligible field employees will receive an annual jean allowance of $176 in a separate payroll check during the first payroll week in January. Any employee that starts after the annual distribution of funds will be eligible with Department Head approval to receive the full $176 if their start date is January 1 thru June 30 and $88 from July 1 to December 31. The Department Head must include this allowance on the employee's first change of pay form listed as one-time jean allowance for the current year.

Except as may be authorized by the Police or Fire Department Standard Operating Procedures policy, Town uniforms or Town issued attire may not be worn while engaged in other employment activity.

Employees may be subject to IRS benefit taxing requirements on uniforms issued by the Town.

POLICY NO. 2.26: EMPLOYEE IDENTIFICATION BADGES

All Town employees are issued an Employee Identification Badge with photo when they are hired. New employees receive their Employee Identification Badge during New Employee Orientation. Contractors who will be working on site as well as temporary, seasonal, and less than Part-Time employees will also be issued identification badges.

The Employee Identification Badge is Town property. It can only be used for identification purposes and for employee access to Town buildings. Access to secure locations must be approved by the Town Manager. The employee must wear the badge when engaged in Town business unless working conditions make wearing the badge hazardous or impractical. The Department Head must give approval for an employee to not wear the badge due to hazardous or impractical conditions.

Employees wearing a department-issued uniform are not required to wear an Employee Identification Badge, but must have the badge in their possession.

The employee must wear the badge in Town facilities and when dealing with the public. It must be worn so that the employee's name and photo are clearly visible. Old, faded, or damaged badges should be replaced as soon as possible.

If an employee loses their Identification Badge, the employee should immediately contact Human Resources so that the card can be deactivated, and then contact your Department Head to fill out a form to request a replacement badge.

When an employee's employment ends, the Department Head will retrieve the Employee Identification Badge and other Town property. If an employee terminates employment without notice, the Department Head will contact the Human Resource Director immediately to deactivate the Identification Badge. The Human Resources Director will attempt to contact the terminated employee to retrieve the Identification Badge and other Town property in the ex-employee's possession.

If lost more than two times, an employee may be subject to a $5 charge for each replacement badge.

POLICY NO. 2.27: YOUR PERSONAL PROPERTY

All employees shall be solely responsible for their personal belongings brought onto Town property, except for personal equipment required in the performance of their job. The Town assumes no liability for such items. Further, there may not be an entitlement to any right to privacy of those personal items

brought on to Town property.

POLICY NO. 2.28: YOUR PERSONAL AFFAIRS

Employees should arrange their personal affairs to minimize interference with individual or group work performance. This includes personal phone calls and requests for absence from the work place for personal, financial, medical, or other reasons.

POLICY NO. 2.29: HEALTH FITNESS AND WELLNESS

It shall be the continuing responsibility of each employee to maintain the standards of physical and mental health fitness required for performing their position. When the physical or mental health condition of an employee constitutes a hazard to persons or property or prevents the employee from effectively performing the assigned duties, the employee may be requested by the Department Head to submit to a health examination. Employees may also be required to submit to an examination provided through the Town's Employee Assistance Program and/or other providers qualified to determine an employee's fitness for duty, when requested by the Department Head and approved by the Human Resources Department. The employee will be paid for the time required for such examination which shall be conducted at no cost to the employee for determining the employee's health conditions relative to Town employment, i.e., which are job-related and consistent with business necessity. Correction or treatment of conditions diagnosed during this examination shall be the responsibility of the employee. A Department Head may require an employee to take periodic special examinations that are job-related and consistent with business necessity to qualify for continued employment in their classification. The Department Head will not receive confidential medical information from the examination and will only receive the evaluator's assessment that the employee is fit for duty. Such assistance may include identifying outside training opportunities and/or providing on-the-job training, whenever possible, to fulfill this commitment. This assistance will be conducted in compliance with procedures established by the Human Resources Department.

The Town of Little Elm shall maintain a wellness program (Appendix L) to encourage a healthy workplace with regards to mental, physical, and emotional wellbeing. The wellness program will seek to build an encouraging and social environment focused on awareness, nutrition, activity, and prevention among Town of Little Elm employees and their families. It shall be the goal of the wellness program to support wellness in the work place by maintaining a program that meets the needs of the Little Elm organization and promotes a healthy lifestyle.

To further encourage a healthy lifestyle, the Town will maintain a wellness incentive program. The wellness incentive program is intended to provide rewards to employees who take personal initiative in relation to their own health and wellness. Employees shall be afforded an opportunity to earn points for completion of certain health-related actions in the areas of prevention, awareness, activity, and nutrition. Rewards and prizes will be offered to the employee based on the number of points accrued annually. Full-Time employees can earn an unlimited amount of points. Part-Time employees are encouraged to participate and will be eligible to earn up to a maximum of 500 points annually.

The Town will administer the wellness programs in accordance with federal regulations.

POLICY NO. 2.30: PERSONNEL RECORDS

The Human Resources Department will exclusively maintain personnel records of each active employee. **Separate personnel files shall not be kept at the department level.** Records will also be maintained on inactive employees for not less than the period required by law. An employee's records are available for inspection in the Human Resources Department by the employee, any individual authorized by the employee, their immediate supervisor, Department Head, or designee.

The Human Resources Department will not release personnel records to individuals or agencies outside the Town unless it is required by law.

An employee always has a right to inspect all inclusions made a part of their personnel records. Employees will be given a copy of any written record of a disciplinary or performance counseling that is added to their personnel file.

POLICY NO. 2.31: HIPAA LAW AS IT APPLIES TO EMPLOYEES

The Health Insurance Portability and Accountability Act of 1996 and its subsequent amendments are usually referred to by the acronym of HIPAA. It helps ensure continued medical coverage when employees change jobs. Most of all, HIPAA mandates that employee's medical information remain confidential.

Only the Department Head and the Human Resources Department are privy to employee's medical information and each will regard any medical information as highly confidential. An employee's medical records will be kept confidential and under the singular control of the Human Resources Department.

A key feature of the HIPAA law, frequently called the Privacy Act, is this guarantee of privacy regarding medical information. Improper disclosure is not only a violation of this policy, but can lead to criminal prosecution under federal law.

Under the HIPAA law, employees need to treat any medical information they may encounter on or about employees as confidential. Regardless of how the information comes to the attention of any employee, it should never be shared publicly or privately with anyone. The only exceptions are if the information constitutes a potential endangerment to that employee or another person.

POLICY NO. 2.32: DRESS AND APPEARANCE CODE

The Town desires to project a positive and professional image of all employees representing the Town. Some departments have specific dress and appearance codes that you will be required to follow. Employees may also be required by their respective department to wear certain safety gear.

All employees are expected to dress in a manner that is appropriate for their position and observe good habits of grooming and personal hygiene. Clothing should be in good repair, appropriately worn with a proper fit, and not have slogans, graphics, or language inappropriate for a professional image. Department Heads are responsible for monitoring the attire of their employees and taking corrective action when necessary.

This policy applies to all employees while they are on duty, whether during their regular work shift or non-regular work shift.

POLICY NO. 2.33: FRIENDS AND FAMILY AT WORK

The Town does not object to an occasional and infrequent visit by friends and family at work; provided there is only a minor disruption in the employee's work activity and does not adversely affect the work of other employees. Visitors are not allowed access to any equipment, vehicles, or employee assigned computers.

POLICY NO. 2.34: BREAKS

The time, location, and duration of employee breaks are at the discretion of the Department Head. Breaks, if permitted, are considered 'time worked.' Employees shall be encouraged to use their breaks for walking or stretching and the use of tobacco during breaks shall be discouraged.

POLICY NO. 2.35: USE OF TOWN LOGO OR TOWN BRANDING

The Town is owner of all rights, titles, and interest in certain designations comprising designs, trade names, trademarks, branding, and service marks including the names "The Town of Little Elm," "Town of Little Elm, Texas," logo types and seals incorporating one or more of the foregoing names and/or associated with the Town. Town employees may be prohibited from personal use of these items in any manner, including social media. The Branding and Style Guide can be found here.

POLICY NO. 2.36: EMPLOYEE PRIVACY ON THE JOB

Employees should not have any expectation of privacy as it relates to their office, work space, desk, Town vehicle, locker, purse, backpack, or carrying case. Inappropriate or illegal items should never be brought to the work place. The Town reserves the right to monitor all Town-owned communication systems. The Town reserves the right to monitor all correspondence conducted on a Town-owned computer or any other type of electronic device capable of transmitting data, voice, and/or video.

POLICY NO. 2.37: REMOTE WORK

The Town of Little Elm considers remote work to be a viable, flexible work option when both the employee and the job duties are suited to such an arrangement. Remote work is best suited for jobs that require independent work with little face-to-face interaction. The option to remote work is intended to allow flexible conditions while ensuring that employees accomplish their work effectively without disruption to Town services and can perform the essential functions of the position.

To ensure that staff maintains a high level of service and responsiveness to the Town of Little Elm and its residents, employees are expected to follow established work hours, avoid tardiness and unauthorized absences, and follow reporting requirements.

The Town reserves the right to establish official work hours for any position to ensure accomplishment of the Town's mission.

Remote work shall not affect work responsibilities. This regulation applies to all regular, full-time employees of the town, except where otherwise noted, and is subject to Town Manager and/or Department Head approval.

This policy applies to the positions in the Town of Little Elm identified as remote work eligible. This policy establishes guidelines and rules for remote work when it is a viable work arrangement. See Appendix Q for the full policy.

PERFORMANCE MANAGMENT

POLICY NO. 3.01: PERFORMANCE MANAGEMENT

The Town of Little Elm expects a culture of constant coaching and employee development. Supervisors are expected to provide constant feedback to employees regarding their representation of the principles of Servant Leadership and core competencies related to the Town's values of Integrity, Customer Service, Efficiency, and Innovation.

Schedule. On the date of an employee's anniversary, a supervisor should hold a formal coaching session to identify the strengths and areas of improvement regarding the core competencies related to the Town's values. During this session, the supervisor and employee will identify strengths and weaknesses as well as accommodate the professional goals of the employee.

Supervisors should continue to check in and give feedback to employees on a frequent basis and hold a formal follow-up six months after the formal coaching session to ensure that the employee has been making progress.

Employee Responsibilities. Employees are expected to be knowledgeable about their essential job functions and areas of core competency regarding the Town's philosophy of Servant Leadership and four Core Values. The employee is also expected to seek out learning and development opportunities.

Coaching should be made by an employee's immediate supervisor. The supervisor should review a subordinate's performance with his or her Department Head.

LEAVE POLICIES

POLICY NO. 4.01: VACATION LEAVE

Regular Full-Time employees accrue vacation leave as follows:

Years of Service	Monthly Accrual	Yearly Accrual
First thru 5th year	6.67 hours	80 hours
6th thru 10th year	10.00 hours	120 hours
11 years and over	13.33 hours	160 hours

Sworn Police Officers (effective April 1, 2020) accrue vacation as follows:

Years of Service	Monthly Accrual	Yearly Accrual
First thru 5th year	10.00 hours	120 hours
6th thru 10th year	15.00 hours	180 hours
11 years and over	20.00 hours	240 hours

Fire Fighters who work in Fire Suppression (effective April 1, 2023) accrue vacation as follows:

Years of Service	Monthly Accrual	Yearly Accrual
First thru 5th year	15.00 hours	180 hours
6th thru 10th year	15.00 hours	180 hours
11 years and over	20.00 hours	240 hours

Vacation leave accrues from the hire date. An employee in "no pay" status does not accrue additional leave.

Earned vacation leave may be used as follows, with supervisory approval:

1. Employees are encouraged to use a substantial portion of vacation leave each year. No employee may accumulate more than three hundred and twenty (320) hours by close of each calendar year. Employees who fail to take vacation and who have reached maximum accumulation will lose all vacation accrued over the maximum by the end of the first full pay period in January of the following calendar year. Extensions for use of leave beyond the maximum accrual may only be approved in extraordinary circumstances by the Town Manager with written authorization on file with the Human Resources Department.
2. Any employee who had an accumulation greater than the maximum of 320 hours as of January 1, 2010, must have obtained validated documentation from the Human Resources Department of actual accumulated vacation leave that was signed by the former Town Manager and recorded in their personnel file. These employees' accumulations are "grandfathered" at an amount no higher than what was in place as of January 1, 2010. This grandfathered accumulation will be the maximum that the employee will be allowed to accrue or be compensated.
3. Departments will schedule and approve leave considering their customers' needs, departmental operations, and employees' interests. The following requirements apply:

    a. Vacation leave may be taken in one-half (1/2) hour increments.
    b. Vacation leave shall not be advanced.

c. Vacation leave shall not be transferred from one employee to another.

4. Laterally transferred, promoted, or demoted employees shall retain accrued vacation leave.
5. Employees who have separated from employment with the Town will be paid up to 320 hours for accrued vacation leave, regardless of the reason for separation. The only exception to the 320-hour payout is reference in paragraph #2, above.
6. Fire Personnel will be paid out at the 2080 Hourly Rate for their rank as listed in the current Fire Pay Plan.
7. Any employee who separates from the Town and is rehired is not eligible to use past service for determining the accrual rate of vacation leave.
8. Department Heads have the discretion to allow an employee to go into no pay status with the approval of Human Resources. An employee in "no pay" status does not accrue additional leave

POLICY NO. 4.02: PERSONAL DAYS

All regular Full-Time employees are eligible to receive three, eight-hour personal days per year. Personal days must be used in the same calendar year as earned and with prior supervisor approval. There is no accumulation of personal days. Employees hired after July 1 do not receive personal days until the following year. Employees may be eligible to earn an additional personal day through the wellness program or other employee incentive program as authorized by the Town Manager. Any such program must be offered equally to all Full-Time employees.

POLICY NO. 4.03: SICK LEAVE

All regular Full-Time employees accrue sick leave at the rate of 6.67 hours per month except regular twenty-four hour and twelve-hour shift employees who accrue sick leave at the rate of 10.0 hours per month.

Sick leave may be used in one-half (1/2) hour increments for personal illness and injury or routine health care appointments that cannot be reasonably scheduled outside work hours.

Sick leave may only be used for personal illness, temporary disability, pregnancy complications, health and wellness appointments, treatments, and procedures, as well as in-patient and out-patient hospital stays, and care of family members as described below. Employees on sick leave are expected to be in a health care facility, home, doctor's office, or pharmacy. Employees found to be elsewhere during what would be their regular work shift may be subject to revocation of sick leave and disciplinary action. If an employee goes on FMLA leave for the birth, adoption, or fostering of a child, up to 80 hours of accrued sick leave may be used.

An employee utilizing sick leave is not allowed to engage in outside employment, including self-employment.

Employees may not take "no pay" status in lieu of sick leave without first exhausting all accrued leave. No pay status in lieu of sick leave must be approved by the Human Resources department. An employee in "no pay" status does not accrue additional leave.

Care of Family Members. Employees may also take accrued sick leave for the same reasons stated above for family members. For using sick leave, an eligible family member shall be the employee's child, stepchild, parent, stepparent, or spouse. A child is defined as a biological child, adopted or foster child, or stepchild, of an employee who is standing in *loco parentis* or legal ward of the employee.

Proof of Qualifying Absence. The Department Head or Town Manager may require satisfactory proof of qualifying absence any time the employee is away from work using sick leave or on no pay status due to an illness. The Department Head or Town Manager may also require a statement from the attending physician of the employee's ability to resume their duties before permitting the employee to return to work, or a statement from the attending physician of the need for an employee to remain at home to attend to a sick child, spouse, or parent. The Department Head or Town Manager may disallow use of sick leave in the absence of satisfactory proof.

In addition, an absence of **more than**:

- Two consecutive work shifts for 8,9, or 12 hour work shift personnel or one work shift for 48-hour shift personnel, requires the absent employee to present a valid medical doctor's written excuse prior to returning to work.

Sick Leave Abuse. Sick leave abuse is unacceptable. If an employee regularly uses sick leave in conjunction with weekends or holiday, that may be a factor for abuse. Supervisors are responsible for monitoring leave and for holding employees accountable and investigating suspected abuse of leave. An employee who is found to abuse sick leave will face disciplinary action up to and including termination.

The preferred method of notification is to call the supervisor at their work number. Individual supervisors may approve alternate methods of notification such as work email, texting or calling the supervisor's cell phone.

Whenever possible, notice of absence due to an illness, injury, or other unexpected reason must be given by the employee to a supervisor one (1) hour before starting time. The employee shall report on each succeeding day of absence. Failure to give proper notice may result in the employee being declared absent without leave, abuse of leave and/or subject to disciplinary action up to and including termination.

A supervisor, in consultation with Human Resources, may require an employee to furnish a statement from an attending licensed physician, as to the employee's ability to perform the essential functions of the employee's job when:

1. The employee's safety or ability to work is in question
2. The safety or efficiency of the work unit is in question
3. There is a question of sick leave abuse

Use of other leave. The employee shall be required to charge against any paid leave any additional hours that may be needed, where an employee has reported illness but does not have sufficient sick leave. The employee shall not have the option to take leave without pay. Leave without pay shall be permitted only in cases where all paid leave has been exhausted.

Illness While on Vacation. Employees who become ill or are injured during vacation may request that the vacation leave be terminated and the illness or injury time be converted to sick leave.

Employee Separation. Employees will be eligible to receive pay for unused sick leave upon voluntary resignation, retirement under TMRS as follows:

Years of Full-Time Service	Payment Eligibility (percent of unused sick leave)
Under 5	0
5	50%
6	60%
7	70%
8	80%
9	90%
10 plus	100%

No employee will be paid for more than 360 hours of accrued sick leave, except employees hired prior to January 1, 2020, who will be paid for no more than 720 hours of accrued sick leave upon separation.

POLICY NO. 4.04: PARENTAL LEAVE

The purpose of this policy is to enable eligible employees to care for and bond with a newborn or newly adopted or newly placed foster child.

Definitions.
"Child" – newborn or newly adopted or newly placed child in foster care.
"Parent" – biological parent of a newborn or identified parent of a newly adopted child, or identified foster parent of a child

Eligibility. In order to be eligible for paid parental leave, an employee must be eligible for leave under the Family and Medical Leave Act (FMLA) and have available FMLA. Part-Time, temporary, seasonal employees, or interns are not eligible for paid parental leave.

In addition, employees must meet one of the following criteria:

1. The birth of an employee's child;
2. The adoption of a child; or
3. The placement of a foster child, age 17 or younger.

The adoption of a spouse's child is excluded from this policy.

The employee must be listed as a parent on the documentation substantiating the birth, adoption, or foster placement of a child.

Amount, Time Frame, and Duration of Leave. Eligible full-time employees will receive a maximum of 40 hours of paid parental leave per birth, adoption, or placement of a child/children. A multiple birth, adoption, or placement (e.g., the birth of twins or adoption of siblings) does not increase the total amount of leave granted for that event.

In no case will a full-time employee receive more than 40 hours of paid parental leave regardless of the number of birth, adoption, or foster care placement events that occur within any 12-month period.

If both parents are Town of Little Elm employees, they are eligible to each take 40 hours of paid parental leave.

Each week of paid parental leave is compensated at 100 percent of the employee's regular, base pay. Parental leave will be paid consistent with the employee's regular payroll schedule on regular pay dates.

Paid parental leave can only be used while on an approved FMLA leave following the birth, adoption, or foster placement of a child.

Approved paid parental leave may be taken continuously at any time during the three-month period immediately following the birth, adoption, or placement of a child with the employee.

Employees must take paid parental leave in one continuous period of leave and will only be allowed to use the paid parental leave during the three-month time frame. Any unused paid parental leave will be forfeited.

Eligible employees are limited to two (2) uses of paid parental leave during their employment with the Town of Little Elm regardless of any breaks in service.

Upon termination of employment with the Town of Little Elm, employees will not be paid for any unused paid parental leave.

Coordination with Other Policies and Laws. Paid parental leave under this policy will run concurrently with FMLA leave. This leave will be counted towards the twelve (12) weeks of available FMLA leave per a 12- month period. All other requirements and provisions under FMLA will apply.

After the paid parental leave is exhausted, the employee will remain on FMLA if the employee has FMLA leave remaining.

Because paid parental leave runs concurrently with FMLA, the Town of Little Elm will maintain all benefits for employees.

If a Town holiday occurs while the employee is on paid parental leave, the absence will be charged to holiday pay.

Where requirements are not expressly stated in this policy, the provisions of the FMLA shall apply including time periods for requesting leave.

Request for Paid Parental Leave. The employee must submit the Parental Leave Request Form (**Appendix S**) to the Human Resources at least thirty (30) days prior to the proposed date of leave (or if leave was not foreseeable, as soon as possible). The employee must complete the necessary forms and provide all documentation as required by the Human Resources department to substantiate the request.

The decision regarding the request for leave will be provided in writing within ten (10) business days of receipt of the request.

POLICY NO. 4.05: HOLIDAYS

The Town provides paid holidays to probationary, regular Full-Time and eligible Part-Time employees. The following official holidays will be observed:

- New Year's Day
- Martin Luther King, Jr. Day

- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Eve Day
- Christmas Day

As specifically provided in the Texas Local Government Code § 142.0013(c); (Appendix C) *"a fire fighter shall be granted the same number of vacation days and holidays, or days in lieu of vacation days or holidays, granted to other municipal employees, at least one of which shall be designated as September 11th."* The Fire Chief and Town Manager will select which holiday will be replaced by September 11th.

Holidays. A holiday is a period of 8 hours. Holidays are considered time worked. Due to the requirements of providing 24/7 public services, not all employees are permitted to take time off on the official day of the Holiday or the observed day of the Holiday.

Holiday Bank. Beginning on January 1 of each year, each employee will receive 88 hours in their Holiday Bank. This bank will be administered by Payroll and will not be used at the employee's discretion. This bank will be used for official Town observed holidays only. At the end of each calendar year, unused Holiday Bank hours will carry forward to the next calendar year, not to exceed 8 hours. Unused accrued Holiday Bank hours will not be eligible for payout upon separation. Employees that start after January 1 of a given year will receive a prorated number of hours in their Holiday Bank based on the number of remaining holidays for that year. If an employee does not have enough hours in their Holiday Bank to cover the time off, they may choose to supplement with Vacation Leave, Compensatory Time, or Personal Leave.

Exempt Employees working a Holiday. The employee will be paid their regular salary and earn 8 hours to be added to their Vacation Leave bank per observance.

Non-Exempt Non-Public Safety Full-Time Employees working a Holiday. The employee will be paid for the actual time worked. In addition, the employee will be paid 8 hours for the holiday at their regular rate of pay.

Part-Time I Employee Holiday Pay. Part-Time I Employees who are required work a holiday will be paid 4 hours for the holiday in addition to hours worked. Part-Time I Employees who do not work on a holiday are not eligible to receive holiday pay. Part-Time I employees will be paid 4 hours of regular pay on the actual holiday rather than the day observed by the Town.

Part-Time II Employee Holiday Pay. Part-Time II Employees who are required to work a holiday will be paid 4 hours for the holiday in addition to hours worked. Part-Time II Employees who do not work on a holiday will be awarded 4 hours of holiday pay.

Non-Exempt Public Safety Holiday Pay. Public Safety employees will be paid 8 hours for the holiday at their regular rate of pay, except for Juneteenth and Veteran's Day (see next paragraph). Employees on shifts who work a holiday will be paid for the regular shift worked plus 8 hours at their regular rate

of pay per observance. When a Town observed holiday falls on a different date than the actual holiday, Public Safety employees will be paid 8 hours of regular pay on the actual holiday rather than the day observed by the Town.

In observance of Juneteenth and Veteran's Day, employees will have 8 hours for each holiday moved from their holiday bank to a floating holiday bank to be used at their discretion within one year of accrual.

Scheduling of Holiday. Holidays occurring on Saturday will be normally observed on the prior Friday and holidays occurring on Sunday normally will be observed on the following Monday except as approved by the Town Manager.

Ineligibility for Holiday Pay. Employees on an no pay leave status on the scheduled workday immediately preceding or following a scheduled holiday will not be paid for the holiday.

Other Religious Holidays. Employees may request an approved absence to celebrate a religious holiday that is not a scheduled Town holiday. If approved, the employee may be given time off without pay or may be authorized to use accrued vacation leave or an accrued personal day.

POLICY NO. 4.06: ADMINISTRATIVE LEAVE

Employees may receive paid administrative leave for official business or other work-related matters as designated by the Department Head or Town Manager.

Administrative leave without pay will be utilized when deemed appropriate by the Town Manager. Employees will not continue to accrue benefits while on administrative leave without pay.

POLICY NO. 4.07: BEREAVEMENT LEAVE

The Town provides paid leave to probationary and regular full-time employees in cases of death of immediate family members and relatives, which may be referred to as "bereavement leave", to allow time for the employee to attend to the needs of the situation. Uses of this leave may include making funeral arrangements and attending funeral services, including travel time.

Definitions:

- "Immediate Family Member" – for the purposes of this policy, it shall mean a child, parent, spouse, or domestic partner.
    - "Child" – Means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis or that stood in loco parentis. An individual stand in loco parentis to a child if they have or had day-to-day responsibilities to care for or financially support the child.
    - "Parent" – Means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a child. This term does not include "parents-in-law."
    - "Spouse" – Means a partner as defined or recognized in the state where the individual was married, including in a common law marriage.
    - "Domestic Partner" – Means an unrelated and unmarried person who shares common living quarters with an employee and lives in a committed, intimate relationship that is not legally defined as marriage.

- Sibling (sister, brother)

- "Relative" – for the purposes of this policy, shall mean a family member with a first- or second-degree relationship, including step relations, as listed below:
  - Parent-in-law (mother-in-law, father-in-law)
  - Sibling-in-law (sister-in-law, brother-in-law)
  - Child-in-law (daughter-in-law, son-in-law)
  - Grandparent or Grandparent-in-law
  - Grandchild
  - Uncle or Aunt
  - Nephew or Niece

While there is no accrual of bereavement leave, each regular full-time employee will be eligible for up to 24 hours of bereavement leave per occurrence of the death of a relative.

Up to 48 hours of bereavement leave may be provided per occurrence for the death of a child, parent, or spouse (defined by the Family and Medical Leave Act as an immediate family member) or a domestic partner (defined as an unrelated and unmarried person who shares common living quarters with an employee and lives in a committed, intimate relationship that is not legally defined as marriage).

An employee may be required to provide proof of death/funeral**/**family relationship in support of bereavement leave. Bereavement leave pay is paid at the employee's base rate at the time of absence. It does not include overtime or any special forms of compensation. Paid time off for bereavement leave is counted as hours worked for purposes of determining overtime.

Employees who wish to take bereavement leave must notify their supervisor immediately. Employees may take additional time off as vacation or sick leave, if applicable, upon request and approval of the Department Head or Town Manager.

All employees may be allowed paid leave (without being required to use any of their accrued leave) to attend the funeral services for the death of a fellow employee when the services occur during scheduled work hours. Employee leave for such attendance is conditional upon supervisor approval and operational needs of the department and Town. If paid leave for such a circumstance will extend beyond four (4) hours, it will require approval of the Town Manager.

POLICY NO. 4.08: JURY DUTY

The Town provides paid leave to regular Full-Time employees and Part-Time II employees required to serve on jury duty or requested to testify as a witness by the Town in a Town-related civil, criminal, legislative, or administrative proceeding. The employee must provide documentation of the requirement for jury duty, subpoena compliance**,** etc.

Employees required by summons to report for jury duty or who are impaneled as a juror or alternate, shall receive their regular pay during the period directly related to jury duty (not to exceed 40 hours of jury duty pay per week).

Employees on jury duty leave should keep up with their job responsibilities if possible. An employee who is on jury duty typically must report for Town duty for the remainder of the day upon completion of court or jury service, or request approval for use of other available paid time off. Any payment for

jury duty received by the employee may be retained or donated to a charitable cause.

POLICY NO. 4.09: COURT APPEARANCES AND OTHER LEGAL MATTERS

Court appearances for testimony, investigation, and court preparation because of official duties as a Town employee (e.g., police, fire, inspections, animal control, etc.) are compensated as actual hours worked. Any witness fees collected by the employee in their official capacity must be remitted back to the Town of Little Elm.

Employees will not be paid for time off to conduct personal or private legal business. Vacation or compensatory time may be used if approved by the Department Head.

POLICY NO. 4.10: FAMILY AND MEDICAL LEAVE ACT LEAVE

The Town provides leave to certain eligible employees in accordance with the Family and Medical Leave Act (FMLA). Under the FMLA, eligible employees may take up to 12 weeks of job-protected leave each year for specified family and medical reasons or 26 weeks of leave to care for an injured or ill service member. Details of eligibility and procedures that must be followed are contained in Appendix E, attached hereto.

POLICY NO. 4.11: MILITARY LEAVE

The Town complies with all state and federal laws relating to all Full-Time and Part-Time employees in reserve or active military service and does not discriminate against employees who serve in the military. Temporary employees who have brief or non-recurrent positions with the Town and who have no reasonable expectation that their employment with the Town will continue indefinitely or for a significant period are generally ineligible for extended paid military leave more than 15 days, reemployment rights, or any other military leave benefits under this policy. This policy covers employees who serve in the uniformed services in a voluntary or involuntary basis, including active duty, active duty for training, initial active duty for training, inactive duty training, and Full-Time National Guard duty.

Notice to Town of Need for Leave. Employees must provide as much advance written or verbal notice to the Town as possible for all military duty (unless giving notice is impossible, unreasonable, or precluded by military necessity). Absent unusual circumstances, such notice must be given to the Town no later than 24 hours after the employee receives the military orders. To be eligible for paid military leave, employees must complete and submit the Military Leave of Absence Request and Leave Use Designation form (Appendix N) to the Human Resources Department along with the official documents setting forth the purpose of the leave and, if known, its duration. Said form must be turned into the Department Head and the Human Resources Department as far in advance of the leave as possible.

Paid Leave for Training and Duty. Employees will be paid 15 work days for military absences. All employees who work fire suppression will receive 180 hours per fiscal year. All other employees will receive 120 hours per fiscal year. This leave may be used when an employee is engaged in the National Guard or U.S. Armed forces, reserve training or duty ordered or approved by proper military authority. The paid leave days may be consecutive or scattered throughout the year.

Employees who have exhausted all available paid leave will be treated as employees in non-pay status. Should employees have accrued vacation leave, they may request to use any part of it through their supervisor. This will not affect their military leave status.

This policy will be administered consistently with USERRA and the Texas Government Code, Section

437.202 et seq.

POLICY NO. 4.12: HAZARDOUS CONDITION LEAVE, INCLEMENT WEATHER/ EMERGENCY CLOSING, AND CIVIL EMERGENCIES

Town services will be maintained during severe weather conditions and civil emergencies. As such, all employees are expected to report to work unless otherwise notified. Except for extraordinary circumstances, Town offices do not close.

Employees unable to report to work due to poor road conditions, civil emergencies, or other severe weather-related problems may, with supervisor approval, work remotely per the Remote Work Policy (Section 2.37), use accrued vacation leave, use accrued personal leave, or use accrued compensatory time.

Employees who are not permitted to work their entire work shift due to severe weather or civil emergency may be compensated the remainder of their scheduled work shift as Hazardous Condition Leave. Hazardous Condition Leave may be granted only by the Town Manager.

POLICY NO. 4.13: UNAUTHORIZED LEAVE

Employees failing to report for duty or failure to remain at work as scheduled without proper notification, authorization, or excuse shall be on unauthorized leave of absence and shall not be in pay status for the time involved. Unauthorized leave of absence constitutes abandonment of duties and can result in dismissal.

POLICY NO. 4.14: EMPLOYEE VOLUNTEER PROGRAM

Service is central to our culture in the Town of Little Elm. As local government employees, we serve every day in various capacities to ensure high-quality, dependable services for our residents. In addition to our regular duties, many of our employees seek opportunities outside of work to volunteer their time in service of others in and around our community.

However, we recognize that many of our employees have demands on their time outside of work that prevent them from being able to volunteer. The intent of this policy is to remove this barrier and to give all employees equal opportunity to serve in meaningful, face-to-face ways in and around our community. Such service provides public benefit by helping residents in need, strengthening ties between employees and the community, and increasing employee engagement.

Service Hours

A maximum of 24 paid Service Hours are available annually to regular, full-time employees. Both non-exempt and exempt employees are encouraged to participate in this program. To qualify, the Service Hours do not roll over from year to year, and hours of service must be performed within the fiscal year they are given. These hours will not be considered time worked.

Qualifying Service Activities

Acceptable service opportunities should include significant “face-to-face” interaction. Service opportunities must be Town-organized service events or activities facilitated by a 501(c)(3) non-profit charitable organizations or an independent school district and determined by the Human Resources Director to be of public benefit pursuant. Activities involving political groups or causes do not qualify for the use of Service Hours.

Employees have the flexibility to select service opportunities that interest them and fit within the guidelines of qualifying activities. Employees who are unsure if their service idea will qualify for Service Hours should contact the Human Resources Director.

Information regarding the application process and the application form can be found in Appendix R.

POLICY NO. 4.15: NEUTRAL ABSENCE CONTROL POLICY

Long-Term Absence. Any employee who is absent from work for more than 180 calendar days, for whatever reason, will be terminated. Brief appearances at work during an overall absence of 180 days will not prevent the Town from terminating an employee if determined to be in the Town's best interest. Likewise, any employee who reports to work (*e.g.*, in a light duty capacity), but is unable to perform the essential duties of his or her actual position for a period of 180 days will likely be terminated. However, if an employee has a paid leave balance remaining at the end of 180 days, the Town may, upon request, extend their leave using any available paid leave balance up to a maximum paid absence of one year, or be terminated and paid for accrued leave balances.

This policy will be administered consistently with the Town's obligations under the Americans with Disabilities Act, including considering extending leave as a reasonable accommodation.

POLICY NO. 4.16: SICK LEAVE POOL

Purpose. The purpose of the Sick Leave Pool is to provide employees with a possibility of obtaining additional paid sick leave days to assist them financially when they are unable to work for an extended period due to a qualifying catastrophic illness or injury that caused the employee to exhaust all paid leave time benefits.

Policy. This policy establishes guidelines for the organization and administration of the Sick Leave Pool, hereinafter referred to as the "Pool," for the employees of the Town.

Definitions. For purposes of this policy, the following definitions will apply:

Qualifying Catastrophic Illness/Injury must meet one of the following:

- A severe condition that affects the mental or physical health of an employee to the extent that they is unable to perform their job nor can perform one or more normal life functions; or

- Poses a threat to life; requires 'in-patient' or hospice care or extensive outpatient treatment or care; and requires the services of a state licensed physician for an extended period.

Employees who, through willful misconduct, purposely self-inflicted, or injured on a job not connected to their employment with the Town, are NOT eligible for use of the Sick Leave Pool.

Extended period is defined as 30 calendar days of absence for a single illness or injury.

Licensed Physician as defined by the Texas Insurance Code and practices within the scope of their license.

Contributions to the Sick Leave Pool. Contributions to the Pool are strictly voluntary. Contributions can be made from excess sick leave that would be lost due to maximum carry over limits, at voluntary separation of service from the Town, or an annual contribution of between 8 and 24 hours can be

contributed by active employees who have a minimum sick leave balance of one hundred and four (104) hours of accumulated sick leave. Annual contributions will not be needed if the Pool has a balance more than 3,000 hours.

Employees making contributions to the Pool may not stipulate who is to receive their contributions nor are contributions retractable. Employees are further prohibited from the sale or purchase of sick leave hours, taking coercive action to donate sick leave hours, or granting favoritism or reward for the donation of sick leave hours.

Eligibility. Regular full-time employees who have been employed with the Town for one year and meet the criteria listed in this policy are eligible to apply for sick leave from the Pool.

The employee must have exhausted all paid leave (including sick leave, vacation, holiday, and comp time) due to their non-job-related catastrophic injury or illness.

The employee must have had an absence of 30 calendar days to apply to the Pool.

The employee must provide a medical certification from a licensed physician, in a form acceptable to the Town, that the illness or injury is catastrophic and will require the employee to remain absent from work. The Town reserves the right to request a second opinion (paid for by the Town).

Pool benefits are not available for absences due to an employee's family member; benefits are only available for the employee's own illness/injury.

The employee must not have been disciplined or written-up during the last two years for abuse of sick time. Other factors considered by the Town when granting or denying an application for sick pool benefits include, but are not limited to, the nature of the serious health condition giving rise to the request, the employee's length of service, disciplinary and attendance history (including prior utilization of sick leave), the likelihood that the employee will be able to return to their regular duties within a reasonable period of time, and available sick leave in the Pool.

While using time from the Pool, employees may not work another job (including self-employment). An employee who performs outside work will lose all remaining Pool time and will be subject to disciplinary action up to and including termination of employment.

Enrollment Period. The enrollment period will be January of each year. Forms for enrollment will be provided by the Human Resources Department.

Request for Use of Sick Leave Pool. Requests must be submitted on the proper form (Appendix M) and given to the Human Resources Department along with a medical certification signed by a licensed physician. The physician's statement must include the date the catastrophic medical condition began, the probable duration, an estimate of time the employee will be unable to perform work of any kind, and any other information requested by the Town. The physician's statement must also indicate if the employee can work a reduced work schedule and list any restrictions. The Town may also require the employee to submit to a medical exam by a doctor chosen by the Town to determine eligibility for benefits under this policy. The employee must sign required medical releases/authorizations required by the Town for this purpose. If the employee is unable to fill out the necessary paperwork due to the critical nature of their illness/injury, the employee's Department Head may file the application on their behalf.

If an employee refuses to work an approved reduced work schedule, Pool time will be denied. An

updated medical certification will be required for each 30 days of sick leave granted. Any unused balance of sick leave time granted to an employee will be returned to the Pool.

Approval Process. Application for sick pool leave is contingent upon the available balance in the sick pool at the time of application. Approval will be given in maximum increments of 30 days (240 hours). In no case will the employee be granted more than 90 work days (720 hours) per calendar year. Unused time will be returned to the pool upon returning to work.

Once the request is received from the employee, a decision will typically be made within five working days and communicated to the requesting employee. The Town Manager is the approving authority for all requests for use of the Pool.

Recordkeeping. The Human Resource Department will maintain the Pool ledger. The ledger will reflect the balance of the sick leave pool along with the records of contributions and advances.

The original copies of request forms and medical certifications will be kept in the employee's medical file maintained in the Human Resources Department.

Miscellaneous. This policy is subject to the Town's Neutral Absence Control Policy, Section 4.14 which applies to all employees absent from work for more than 180 days.

Abuse of this policy will result in loss of any remaining sick pool time and will also result in disciplinary action, up to and including termination of employment.

POLICY NO. 4.17: PUBLIC SAFETY QUARANTINE LEAVE POLICY

Purpose. The purpose of this policy is to provide guidance in accordance with Section 180.008 of the Local Government Code regarding paid quarantine leave for Fire Fighters and Peace Officers. The quarantine leave will be used to quarantine or isolate Fire Fighters or Peace Officers due to a possible or known exposure to a communicable disease while on duty. The Town of Little Elm recognizes that employee health and safety is important. The Town supports establishing a workplace that is comfortable, healthy, safe, and supportive.

This policy will be applied consistently with the Workers Compensation Policy, as this leave is granted only for on-duty exposures.

Effective Date. This policy is effective 6/15/21.

Scope. This policy applies to all Fire Fighters and Peace Officers employed by the Town of Little Elm. The Police/Fire Department management, in coordination with the Human Resources Director, will be responsible for communicating and implementing this policy as applicable.

Definitions. "Fire fighter" means a paid employee of the fire department who:

(A) holds a position that requires substantial knowledge of firefighting;
(B) has met the requirements for certification by the Texas Commission on Fire Protection under Chapter 419, Government Code; and
(C) performs a function listed in Section 143.003(4)(A).

"Health authority" has the meaning assigned by Section 121.021, Health and Safety Code.

"Peace officer" means an individual described by Article 2.12, Code of Criminal Procedure, who is elected for, employed by, or appointed by the Town.

Policy. Quarantine leave may be granted after a Fire Fighter or Peace Officer has had a possible or known exposure to a communicable disease while on duty. The Town of Little Elm's health authority (Denton County) will determine when a threat of highly communicable or a life-endangering disease are immediately present and may release orders for applicable/essential workers to follow general quarantine protocols. When this occurs, department supervisors will confer with the Human Resources Director to allow for the use of quarantine leave based on the health authority's protocols for appropriately dealing with the disease and/or its prevention of community spread. Employees will be released from quarantine leave based on guidance from the local health authority.

Employees are required to notify Human Resources immediately of any known or possible exposure so that if a worker's compensation related injury or illness develops after exposure, notifications have been promptly made. If an injury/illness develops, this leave will run concurrently with worker's compensation.

Applicable employees on paid quarantine leave will continue to be eligible for all employment benefits and compensation, including continuing their leave accrual, pension benefits and eligibility for health benefit plan benefits for the duration of the leave. While on quarantine leave, the employee's leave balances should not be deducted.

POLICY NO. 4.18: PUBLIC SAFETY MENTAL HEALTH LEAVE

Police and Fire personnel will comply with their respective policies regarding public safety mental health leave.

PAY AND BENEFITS

POLICY NO. 5.01: PAY

The Town uses a step/grade pay plan that is generally updated on an as-needed basis. Updates to the plan may be the result of market surveys or cost-of-living adjustments approved by the Town Council during the budgetary process. Each job position is assigned a pay grade, according to the requirements in the job description and salary demanded by that position in the marketplace. Positions with similar market pricing are placed in the same grade. Once a position is placed in a grade, it does not move from that grade until such time management decides to change the associated responsibilities of that position as specified in the job description, or the market dictates.

New employees are placed in a pay grade when hired. Generally, a new employee will be hired at step 1 of the pay grade the position is assigned. Some positions will require starting at a higher step, due to the Town's need for a person of higher level of experience and/or skills, as determined by the Town Manager. If budgetary and economic conditions allow, employees will generally move up one step in the plan at the beginning of the first full pay period each fiscal year. Employees who have reached the highest step available in their pay grade ("topped-out") will not be eligible for any additional step increases. Topped-out employees will be eligible for any comparative or cost of living adjustments (COLA) to their step/grade when approved in the Town's budget. Employees are not eligible for their step increases during their probationary period. If step increases are awarded during this time, they will receive their step increase at the end of their probationary period. This increase will not be retroactive.

Employees will be paid on the scheduled pay days in accordance to their placement on the step/grade pay plan. No advance payment of salary will be made to any employee.

POLICY NO. 5.02: OVERTIME PAY

Hours Worked. Holiday leave, vacation leave, bereavement leave, military leave, and jury duty are considered hours worked. Personal days, unpaid administrative leave, compensatory leave, and sick leave will not be considered hours worked. However, paid administrative leave for non-administrative leave investigation purposes and related to critical incident stress management (CISM) or where approved by the Department Head and Town Manager shall be considered hours worked.

Exempt Employees. Employees who are exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) will not receive overtime pay.

Non-Exempt Employees. Non-exempt employees may be scheduled to work overtime and/or at the request of their supervisor. When possible, advance notification of mandatory overtime assignments will be provided. Overtime assignments will be distributed as equitably as practical to all non-exempt employees qualified to perform the required work. Refusal or other failure to work mandatory overtime may result in disciplinary action up to and including termination of employment. Overtime work is otherwise subject to the same attendance policies as straight time work.

Overtime. All non-exempt employees must receive their supervisor's or Department Head's prior authorization before performing any overtime work. This means employees may not begin work prior to their scheduled workday, and may not continue working beyond the end of their scheduled workday, without prior authorization from the appropriate supervisor. Similarly, employees may not work through their lunch break without prior authorization from the appropriate supervisor. On the employee's time

sheet, the appropriate supervisor must also approve any overtime before the time sheet is submitted for processing and payment. Non-exempt employees shall not remain on the work premises without authorization unless they are on duty or are scheduled to begin work within a short period of time. Non-exempt employees who work overtime without receiving proper authorization will likely be subject to disciplinary action, up to and including possible termination of employment.

Supervisors may elect to flex an employee's time or shift schedule within the same work period to avoid accruing overtime or to minimize overtime.

Overtime Rate. Generally, overtime pay for non-exempt employees is at the rate of 1.5 times the employee's regular hourly rate of pay. Some non-exempt employees may be paid on a salaried basis. A non-exempt employee's regular hourly rate includes all pay incentives, such as clothing allowance, longevity, education, and certification pay. Shift personnel in the Fire and Police Departments are paid overtime based on the work period adopted by their Department under Section 207(k) of the Fair Labor Standards Act and/or Texas Local Government Code §142.0015. (See Policy No. 2.01).

POLICY NO. 5.03: COMPENSATORY TIME

Compensatory time, in lieu of overtime pay (hours after an employee reaches their position's overtime threshold), shall be credited at the rate of 1.5 hours credit per one hour worked for non-exempt personnel. Official compensatory time records shall reflect the product of actual hours worked, multiplied by 1.5. All non-exempt employees shall accumulate no more than 120 hours of compensatory time. Eligible employees may take compensatory time off within a reasonable period following their request. Compensatory time off must not unduly disrupt departmental operations and must have prior supervisory approval. To reduce the financial impact of compensatory time accruals, Department Heads may require the use of compensatory time. Members of the Fire and Police Department are considered to have agreed to being paid all accrued compensatory time whenever they is promoted and/or when it is necessary to minimize the financial impact of compensatory time accruals, in accordance with §142.0016, Texas Local Government Code.

Non-exempt employees shall be paid for accumulated, unused compensatory time upon termination of employment, regardless of the reason for termination. Non-exempt employees who accrue more than 48 hours in a fiscal year will be paid for all hours exceeding 48 hours on the first payday after September 1. The remaining 48 hours will rollover to the next fiscal year for the employee's use.

Exempt employees do not accrue compensatory time. Exempt employees may be permitted, with supervisory approval, to use a temporary flex hour work schedule within the same pay period, on an hour for hour basis.

POLICY NO. 5.04: ON-CALL DUTY

The Town provides for after-hour service needs by allowing some departmental operations to designate certain non-exempt employees to be on-call. Employees designated to be on-call are expected to respond to departmental after-hour service needs as required by procedures established by their department.

Return to work provisions. After regularly scheduled working hours, on-call employees are free to pursue personal activities, but must respond to a call back (via email, text, phone, or radio) within designated guidelines set by their department. Employees designated as on-call must be fit, both mentally and physically, to accomplish on-call services needed within the time frame required (See Policy No. 6.03: Drug and Alcohol Use). An employee is considered officially scheduled and designated as on-call only when approved by their supervisor in accordance with procedures

established by their department.

Compensation. On-call status is not considered time worked and is not compensable unless a departmental policy, as approved by the Town Manager, states otherwise. On-call non-exempt employees called back to the workplace will be paid at their regular rate of pay for actual hours worked with a minimum of one hours pay after their regularly scheduled working hours or on a regular day off. Pay will be considered overtime if the employee has already recorded the hours required to meet the overtime threshold for their position at the end of their workweek. Time worked immediately after regularly scheduled working hours at the request or approval of the supervisor (i.e., "holding over") will not be considered call-back and is paid at the employee's regular rate of pay until the overtime threshold for the week is reached. Continuing work on a call-back that extends beyond the one hour minimum and into a day off does not entitle the employee to additional premium pay. Travel time to and from a call-back is compensable, in accordance with departmental policy. On-call employees who do not return to the workplace, but who handle a workplace issue by phone or internet will be compensated based on a departmental policy, approved by the Town Manager. In all cases, employees must report their actual hours worked on their time sheets.

Exempt employees are not eligible for compensation under the provisions of this policy. As a rule, call-back response times should not exceed 30 minutes.

Departmental Policies. Each department has its own internal procedures for handling on-call services. Departments may establish guidelines for varying levels of response to call-back situations depending upon the nature and importance of the services to be completed.

POLICY NO. 5.05: TEMPORARY PROMOTION PAY

Eligibility of temporary promotion pay increases requires that the employee must have worked, or be scheduled to work, a minimum of 30 calendar days in the new position. Pay increases will be effective at the start of the temporary promotion period.

Police and Fire personnel covered by *Texas Local Government Code, § 141.033,* will be paid in accordance with paragraph (b), to wit; *"A member of the fire or police department who is required to perform the duties of a particular classification is entitled to be paid the salary prescribed for that position during the time the member performs those duties."* This however requires written confirmation of the higher classification assignment by the Department Head, immediately before or after the employee's shift, and is limited to only those hours wherein the actual duties unique to the higher classification are performed.

POLICY NO. 5.06: PAY AFTER PROMOTION

Employees promoted to a position in a higher pay grade, including temporary promotions, will be placed at a step and that is adequate to compensate for the increased job duties. Employees receiving a promotion shall receive a raise that is a minimum of approximately 5%.

Fire Personnel when promoted, including temporary promotions, will be placed at the first step of the promoted rank unless that step is less than 2.5% increase in the employee's current pay, in which case they will be placed in the first step of the new rank that is equal to 2.5% or greater than their current pay.

POLICY NO. 5.07: PAY AFTER DEMOTION

Treatment of base pay due to demotions is as follows:

- For reassignment demotions, pay will be reduced a minimum of five percent and new pay must be in the range of the reassigned pay grade;
- Performance-based and voluntary demotions will result in the employee's base pay being reduced and the employee's new salary will be determined by the Town Manager and the Department Head.

POLICY NO. 5.08: TRAVEL TIME

Travel to and from work is generally not compensable, unless specifically approved by the Town Manager. Travel time during regular work hours is compensable for all employees. Travel time which is outside of regular working hours is generally not compensable, unless the employee is on-call or if travel is approved by the Town Manager.

POLICY NO. 5.09: LONGEVITY PAY

All regular Full-Time employees who have completed 12 full calendar months of service by September 30th of each year shall be eligible to receive a check in November of that year for longevity pay in the amount of $60.00 for each year of Full-Time service completed as of September 30th of each year. Formula is based on the employee's Anniversary Date.

POLICY NO. 5.10: RETIREMENT PAY AND BENEFITS

The Town is a member of the Texas Municipal Retirement System (TMRS) and participation in TMRS is mandatory for all Full-Time employees. The Town's contribution is, at the time of the adoption of this policy, set at a 2 to 1 match of the employee's 7% contribution. The Town's match is subject to annual budget appropriation. The plan is administered by the Human Resources Department.

The Town participates in the Federal Social Security and Medicare System. All employees are required to participate. Part-Time I and Part-Time II employees are not eligible for TMRS benefits.

POLICY NO. 5.11: HEALTH BENEFITS

Wellness Program. The Town will maintain a wellness program which will encourage a healthy workplace with regards to mental, physical, and emotional wellbeing. The wellness program will seek to build an encouraging and social environment focused on awareness, nutrition, activity, and prevention among Town of Little Elm employees and their families. It shall be the goal of the wellness program to support wellness in the work place by maintaining a program that meets the needs of the Little Elm organization and promotes a healthy lifestyle (Appendix L).

Medical/Dental/Vision/Life Insurance. All Full-Time employees are eligible to participate in the Town's medical/dental/vision/life insurance plans and are effective the first day of the month after the employee begins work. The cost to provide these benefits to the employee is currently shared by the Town, subject to annual budget considerations. Dependent coverage is available and the Town does share in the dependent coverage cost, subject to annual budget considerations. Benefits under this plan terminate on the last day of the month in which employment with the Town terminates.

Premium Reduction Program. Employees shall be given the opportunity to meet preventative care requirements which will determine the cost of the annual premiums that they pay for in a given plan year through a four-tiered plan (Appendix L).

Each participant who completes the preventative care requirements at or before the open enrollment period ends will pay the lowest premiums for the following year. Health plan participants who do not complete the preventative care requirements will pay more. The exact premium amounts will be based on the group plan costs and the Town will pay a varying percentage of employee and dependent coverage based on completion of Preventative Health Care Qualifications.

Employees whose start date is after the open enrollment period ends will be placed in the highest tier of the premium reduction program, but will have certain requirements to complete for the next open enrollment period.

Continuing or Converting Insurance Coverage. COBRA is a federal law that requires most employers who sponsor group health plans to offer employees and their families the opportunity to temporarily extend their group coverage at group rates in certain instances where coverage under the employer's group health plan would otherwise terminate. The employee is responsible for paying for the cost of any such continuation coverage, plus a small administration fee.

Under COBRA, employees may elect COBRA continuation coverage for up to 18 months after termination of employment (unless the employee is terminated due to gross misconduct), or if an employee's hours are reduced to such an extent that the employee no longer qualifies for participation in the group health plan. Under other circumstances, COBRA coverage is available for up to 36 months following a qualifying event. Employees must notify the Town within 60 days of the occurrence of the employee's legal separation or divorce and of a covered dependent ceasing to qualify as a dependent under the medical plan.

Detailed COBRA notices are given to employees when an employee becomes eligible for participation in the Town's group health plan and again when a qualifying event occurs. For more complete information on COBRA and your health plan, you should review your summary plan description or review a copy of the full health plan in the Human Resources Department.

Continuation of Benefits upon Retirement. Regular Full-Time employees, who are eligible for retirement through TMRS, must retire through TMRS at the time of separation from the Town and have at least five years of service with the Town. Upon retirement, a retired employee may elect to continue medical, dental, and/or vision coverage. Retirees may continue in this plan until the first day of the month in which they reach age 65. If the Retiree Notification Form – Group Health Coverage (Appendix O) is not returned within 30 days of the date of the notice of retirement, the offer of retiree coverage will be rescinded. Eligible retirees who decline to enroll in this plan must still fill out this form to decline coverage.

Retired employees may elect to continue to purchase coverage for eligible dependents that were covered under the Town's group health insurance plan at the time the employee retired. If a retired employee elects subsequently to discontinue coverage for a dependent, the dependent is no longer eligible to receive health care benefits under the Town's plan.

A retired employee who is eligible for health care benefits coverage from another employer is not eligible to continue coverage under the Town's health plan.

Regular Full-Time employees that retire under the Town's retirement system are required to pay premiums equal to COBRA rates of the given year to maintain coverage.

Retiring employees must provide written notification of retirement at least 45 days prior to the date the

employee intends to retire. This additional notice is necessary to enable the Town staff to provide the appropriate retirement plan paperwork and to counsel retiring employees regarding their eligibility for retirement benefits.

POLICY NO. 5.12: WORKERS' COMPENSATION INSURANCE

Workers' Compensation insurance is carried for employees of the Town to provide payment of medical expenses and for partial salary continuation in the event of a work-related accident or illness. The amount of benefits payable and the duration of payment depend on the nature of the injury or illness.

If an employee becomes ill or is injured on the job, the incident must be reported immediately to a supervisor to ensure proper medical treatment is obtained. Failure to follow this procedure may result in the appropriate workers' compensation report not being filed in accordance with the law, which may consequently jeopardize your right to benefits in connection with the injury or illness. The Town reserves the right to require an employee to see a medical professional of the Town's choice at the expense of the Town.

An employee who suffers a work-related injury and is unable to work may be eligible for salary supplementation, in addition to payments received from Workers' Compensation Insurance. The purpose of the salary supplementation is to provide the employee the same salary as if the employee was working full time; but in no event shall exceed ninety (90) calendar days. To be eligible for salary supplementation, the employee must provide the Human Resources Department proof of payments from Workers' Compensation insurance. After ninety (90) days, the employee may use accrued leave, such as sick and vacation leave, to supplement their salary while on leave due to a work-related injury. An employee may also be eligible to draw from the employee sick leave pool after other benefits are exhausted. Payments made by Workers' Compensation insurance will be deducted from the employee's pay during that time as an off set.

Employees who return to work on restricted duty, as authorized by their attending physician, who normally work schedule overtime will be eligible for salary supplementation.

A restricted duty assignment is subject to the same 90 calendar day limitation for salary supplementation. Generally, an employee will not be permitted to work in a restricted duty assignment beyond 90 days. This policy will be enforced in accordance with the Town's obligations under the Americans with Disabilities Act.

When an employee returns to full duty, the employee must present a Return to Work certification by the attending physician that clearly indicates the employee can perform all the essential job functions of the position they hold.

If an employee suffers from a workers' compensation injury, any overtime accrued prior to the injury will be paid out. If the employee remains under workers' compensation for additional pay periods, overtime cannot be accrued until the employee is cleared by the workers' compensation physician.

Illness or Injury Leave for Emergency Services Personnel

The City provides a firefighter (including a fire chief), a police officer (including a police chief) or emergency medical services personnel a leave of absence for an illness or injury related to the employee's line of duty.

The leave shall be with full pay for a period commensurate with the nature of the line of duty illness or injury and if necessary, the Town shall continue the leave for at least one year.

At the end of the leave of absence described above, the Town Council may extend the leave of absence at full or reduced pay.

If the employee is temporarily disabled by a line of duty injury or illness and the leave of absence and any extension granted by the Town Council has expired, the employee may use accumulated Sick Leave, Vacation Leave, or Comp Time before being placed on temporary leave.

If the leave of absence and any extension has expired, the employee who requires additional leave described by this section shall be placed on temporary leave.

If able, the employee may return to light duty while recovering from a temporary disability and, if medically necessary, the light duty assignment may continue for at least one year from the date of injury or illness.

After recovery from a temporary disability, the employee shall be reinstated at the same rank and with the same seniority the employee had before going on temporary leave.

Another firefighter, police officer, or emergency medical services personnel may voluntarily do the work of the injured employee until the injured employee returns to duty.

Workers' compensation benefits shall be offset, to the extent applicable, by any amount for incapacity received as provided above. Stated another way, "double dipping" is prohibited and employees must either turn in their workers' compensation checks and receive their full pay, or keep the temporary income benefits pay, and the Town will pay the difference so the employee receives full pay. If an employee decides to keep the temporary income benefits, the employee should consult with HR to determine how to facilitate appropriate TMRS withholding.

POLICY NO. 5.13: TUITION REIMBURSEMENT

The Town offers tuition reimbursement to all regular Full-Time employees who have completed their initial probationary period and who wish to enroll in courses for academic study from an accredited institution such as a college, university, technical or business school (not continuing education).

Tuition reimbursement is offered for both undergraduate and graduate courses that are related to the employee's job or is in preparation for promotion to an applicable position within the Town.

If this is the first time applying, the employee must submit a degree plan along with the Tuition Reimbursement Program Application (Appendix F). Applications will not be accepted unless the employee has submitted an individualized degree plan. All levels of approval must be obtained prior to the first day of class. Within forty-five (45) calendar days of successful completion of the course or courses, the employee must present grade transcripts and paid receipts reflecting amounts paid. The Town will reimburse up to fifty percent (50%) of tuition and required fees not to exceed that which would be payable at University of North Texas resident tuition. A grade of C or better is required to qualify for reimbursement. Maximum benefit any employee can receive from this program is $3,000 per fiscal year.

If an employee who has received a tuition reimbursement terminates Town employment within 12 months from the date the course work is completed, the amount of tuition reimbursement received shall be repaid in a single payment to the Town which may be withheld from the employee's final paycheck and/or deducted from any leave benefits that would be paid from the employee's final paycheck.

Tuition reimbursement is limited to annual budgetary appropriation. Applications will be accepted on a first-come, first-serve basis and will be granted up until the budgetary appropriation is expended. If there are any additional applications that were not funded due to the appropriation being expended, those employee names will be placed at the top of list to apply for reimbursement for their next classes.

POLICY NO. 5.14: EDUCATION AND CERTIFICATION PAY

General Requirements. The Town may change an employee's pay rate based on the employee receiving a certification (s), and/or academic degree (s), for their position.

It is the policy of the Town to encourage its employees to participate in advanced training. Additional training is important to the employees and is an overall benefit to the operation of the Town. Levels of training and certification for that training should be recognized. It is the intent of this policy to formally establish criteria by which compensation for certificates may be given. Education and certification pay shall be available to Full-Time employees.

Total of all certification(s), academic degree(s), and professional registration shall not exceed $250.00 per month. It is the employee's responsibility to provide proof of certifications and/or education to Human Resources before any education or certification pay will be paid by the Town.

For a detailed listing of education pay, see Appendix G.

Certification Pay. To receive compensation, a certificate must be received and used in the employee's work responsibilities and must not be a minimum requirement for their position. Should an employee transfer to a department where the training becomes applicable, the employee may then be eligible for certification pay. Certification pay may also be forfeited if a transfer places the employee where the certification is not applicable. For a detailed listing of certification pay, see Appendix G.

Second Language Certification Pay. Employees who receive the Texas Department of Licensing and Regulation's Licensed Court Interpreter certification, which tests both written and oral capability, will receive $100.00 per month **if** the employee is routinely called upon by the Municipal Court for this service. This certification will 'count' toward the maximum allowable dollars per month in the General Requirements paragraph above.

Second Language Incentive Pay. Employees who speak English and, who can speak Spanish at an intermediate equivalency level, and, who are available to help in on-duty situations where a Spanish language barrier arises, will be granted an additional $30.00 per month. The intermediate equivalency level will be determined by a score of 6 or greater on the ALTA Language Services standardized speaking and listening Spanish exam. Employees can receive either this incentive pay, or Second Language Certification Pay, but not both. Employees are required to provide proof of second language proficiency before the Town is obligated to pay incentive pay.

POLICY NO. 5.15: RETIREMENT PLANS

The Town offers optional IRS approved retirement plans. For more information on deferred compensation, contact the Human Resources Department.

POLICY NO. 5.16: WAGE GARNISHMENT

When directed by court order, the Town will garnish an employee's wages with or without employee approval.

POLICY NO. 5.17: SECTION 125 CAFETERIA PLAN

Eligible employees may elect to receive a variety of benefits including accident or health plan reimbursement, medical expense reimbursement, dependent care assistance benefits, group term life insurance, or long-term disability premium reimbursement as authorized under the Town's IRS approved Section 125 cafeteria program. Employees electing group health/dental/vision for dependents are automatically enrolled in the Section 125 program regardless of whether they are enrolled in a Flexible Spending Account.

POLICY NO. 5.18: PAY DAYS, TERMINATION PAY

Employees are paid every two weeks, generally on Friday, for work ending not more than seven days before that pay day. Each employee's pay check or pay check stub should identify all deductions made by the Town. The Town will deduct from each employee's pay Medicare, federal income taxes, retirement contributions, court ordered child support, and any other deductions required by law. If authorized in writing by the employee, the Town may deduct from an employee's pay medical and life insurance premiums, Section 125 Plan contributions, non-profit contributions, association dues, and other deductions approved by the Town Council. If there is a change in the employee's family status, address, or any other factor affecting their payroll withholding or other benefits, the employee shall notify the Human Resources Department within one week.

The employee's paycheck is payment from the Town to the employee for services the employee has rendered, less any applicable deductions. If the employee does not report paycheck errors promptly, the Town will treat the employee's silence as proof of the employee's agreement that all calculations are correct. If the employee does not understand how to figure their pay or how to read their check, the employee should seek help from Human Resources so that it can be properly explained to the employee.

POLICY NO. 5.19: VEHICLE ALLOWANCE AND REIMBURSEMENT

An employee may be given a monthly allowance for consistently using such employee's own vehicle for Town business if the use is deemed necessary by the Town Manager and budgeted funds are so designated. Alternatively, an employee who is authorized to use their personal vehicle for Town business is eligible to receive expense reimbursement as outlined under Policy 2.16, Travel Policy., unless the employee receives a car allowance, then they are not eligible for reimbursement.

POLICY NO. 5.20: FLEXIBLE SPENDING ACCOUNTS AND HEALTH SAVINGS ACCOUNTS

Flexible Spending Accounts (FSA) are tax-favored accounts that allow employees on a voluntary basis to set aside money pretax for eligible medical, dental and vision care costs for themselves and their dependents. FSA's can also set aside money pretax for certain eligible dependent care costs. FSA's are a benefit that allows an employee the opportunity to put some of their salary aside before taxes to pay for many common out-of-pocket expenses, including co-pay expenses. The result of decreased taxable earnings results in a decreased federal income tax burden.

The Town offers two different flexible spending accounts; one is for qualified medical expenses and the other is for dependent care expenses. Healthcare FSA's help you reduce healthcare costs and make budgeting easier. The other FSA, a Dependent Care FSA, pays for childcare or adult dependent care expenses that are necessary to allow you or your spouse to work. With a Dependent Care FSA, you can only be reimbursed up to the amount currently available in your account.

Health Savings Accounts (HSA) accumulate funds to cover your health care expenses. It comes

with a high-deductible health plan that protects you from large health care expenses. The Town will contribute to your Benefit Wallet HSA account $750 annually for Employee Only elections, and $1,500 for Employee + Dependent elections. Employees hired after May 1 will receive a prorated rate of $375 for Employee only and $750 for Employee + Dependents. Employees can contribute additional funds pre-tax up to a combined maximum.

The Town's benefits plan runs from November 1 to October 31 of each year. For information regarding minimum and maximum pay per calendar year, please contact the Human Resources department for the current employee benefits packet.

POLICY NO. 5.21: STATE OF TEXAS DECLARED EMERGENCY

Exempt employees, while assigned or deployed to work as part of a state or federal assistance response (i.e. TIFMAS, EMAC, etc.) will be paid the hourly rate at their current salary and will be eligible to receive overtime pay during deployment.

POLICY NO. 5.22: PAY AND BENEFIT LIMITATIONS

All pay and benefits described within this employee manual are subject to and contingent upon an annual budget appropriation and do not form a contract.

POLICY NO. 5.23: TEMPORARY ASSIGNMENT PAY

On occasion, an employee is asked to perform a job duty well beyond the scope of their job description and a job classified at a higher pay grade. With concurrence of the Town Manager in advance, that employee's pay can be increased by their Department Head for the hours of the temporary assignment. That temporary pay cannot exceed 5% or Step 1 of the higher pay grade, whichever is greater. Generally, this will only apply when an employee is filling in for another employee with a higher pay grade.

POLICY NO. 5.24: EMPLOYEE ASSISTANCE PROGRAM

All employees and their eligible dependents have access to trained counseling and support professionals to identify solutions and resources that help employees live and work well. Information on this benefit is available through the Human Resources Department.

CODE OF CONDUCT

POLICY NO. 6.01: STANDARDS OF CONDUCT

Below are examples of expectations for appropriate work performance and conduct. It is the employee's responsibility to meet all work-related expectations. If an employee does not meet these expectations, disciplinary action may be appropriate.

Some of the specific examples listed below may fit under more than one of the broader categories. This section provides guidelines only and is not intended to be an exhaustive or all-inclusive list:

- Each employee is responsible for performing their job in an efficient and safe manner.
- Each employee is responsible for conducting their self in a manner that is respectful of others and worthy of respect from their coworkers.
- Each employee is responsible for complying with the laws, regulations, and policies of the United States, State of Texas, the Town, and their department.
- Each employee is responsible for utilizing Town time, tools, equipment, and vehicles in accordance with the Town and/or department guidelines.
- An employee may not use their official position for personal or financial gain or special privileges, except in the performance of their assigned duties.
- Each employee is responsible for complying with the attendance guidelines and work hours of their position.
- Each employee is responsible for maintaining acceptable work performance.
- Each employee is responsible for compliance with the policies and procedures set forth in the Employee Manual.
- Each employee is responsible for conducting him or herself, both during work hours and after work hours, in such a way to avoid damaging the Town's reputation or business.
- Each employee is required to give written statements of fact, when requested, regarding any internal investigation.

POLICY NO. 6.02: INAPPROPRIATE CONDUCT, SEXUAL, AND OTHER UNLAWFUL HARASSMENT

All Town employees are entitled to a workplace free of unlawful harassment by management, supervisors, coworkers, residents, and vendors. This means each employee must be respectful of others and act professionally. Town employees are also prohibited from engaging in inappropriate conduct and harassing coworkers, residents, vendors, and all other third parties.

This policy also prohibits any form of workplace abuse, including but not limited to, persistent treatment that is humiliating, embarrassing or undignified, or bullying.

Unlawful Sexual Harassment

All types of sexual harassment are prohibited. "Sexual harassment" means an unwelcome sexual advance, a request for a sexual favor, or any other verbal or physical conduct of a sexual nature if:

- submission to the advance, request, or conduct is made, either explicitly or implicitly, a term or condition of an individual's employment; or
- submission to or rejection of the advance, request, or conduct by an individual is used as a basis for a decision affecting the individual's employment; or
- the advance, request, or conduct has the purpose or effect of unreasonably interfering with an individual's work performance; or
- the advance, request, or conduct has the purpose or effect of creating an intimidating, hostile, or offensive work environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Prohibited sexual harassment does not require sexual attraction or interest. This policy prohibits sexual advances and requests for sexual favors, sexual jokes and innuendo; comments about bodies, sexual prowess, sexual preferences, sexual experiences or sexual deficiencies; leering, whistling, or touching; verbal abuse of a sexual nature, including insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures, including nudity and pornography; and all inappropriate conduct of a sexual nature, whether it be physical, verbal, or visual conduct.

It is an unlawful employment practice if sexual harassment of an employee occurs and the Town's management or a supervisor (1) knows or should have known that the sexually harassing conduct was occurring; and (2) fails to take immediate and appropriate corrective action.

Under Texas law, supervisors, coworkers, and others may be held personally liable for engaging in or failing to stop sexual harassment. If sexual harassment of a Town employee occurs and you do not report it immediately as set out in this policy, you may potentially be personally liable under the law.

Other Prohibited Harassment. In addition to the Town's prohibition against sexual harassment, harassment based on any other legally protected characteristic is also strictly prohibited. This means that verbal or physical conduct that singles out, denigrates, or shows hostility or aversion toward someone because of race (including hair texture or protective hairstyle commonly or historically associated with race), religion, color, national origin, age, disability, veteran status, gender, sexual orientation, gender identity, citizenship, or any other characteristic protected by law is also prohibited. Prohibited conduct includes, but is not limited to, epithets, slurs, and negative stereotyping; threatening, intimidating, or hostile conduct; denigrating jokes and comments; and writings or pictures, that single out, denigrate, or show hostility or aversion toward someone based on a protected characteristic. Conduct, comments, or innuendoes that may be perceived by others as offensive are wholly inappropriate and are strictly prohibited. This policy also prohibits sending, showing, sharing, or distributing in any form, inappropriate jokes, pictures, comics, stories, etc., including but not limited to via facsimile, email, and/or the Internet. Harassment of any nature will not be tolerated.

This policy applies to Town employees, residents, vendors, and other visitors to the workplace, and applies to social events, off-duty, retreats, and travel situations as well.

Mandatory Reporting. While not all incidents violate the law, the Town's policy is to prevent and correct harassment and other inappropriate conduct long before it gets to that point. The Town requires that employees report all perceived incidents of conduct, which violates this Policy, regardless of the offender's identity or position. Any employee who observes or otherwise learns of possible harassment in the workplace, or who feels that he or she has been subjected to conduct prohibited by this policy, must report it immediately to their Department Head, the Human Resources Department, the Town Manager, or any other Department Head.

Any supervisor, manager, or Department Head who becomes aware of possible conduct prohibited by this policy must immediately advise their Department Head and /or the Human Resources

Department.

Under this policy, an employee may report to and/or contact the Human Resources Department directly, without regard to the employee's normal chain of command. Voice messages or emails may be left at any time with the Human Resources Department or the Town Manager.

The Town encourages employees who believe they are being subjected to conduct prohibited by this policy and who feel comfortable doing so**,** to promptly advise the offender that their behavior is unwelcome and request that it be discontinued. Often this action will resolve the problem.

Investigation. All reports of prohibited conduct will be investigated promptly by management in as confidential a manner as possible. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have other relevant knowledge. All employees are required to cooperate with the investigation.

Retaliation Prohibited. Retaliation against employees who make a good faith charge or report of prohibited conduct or who assist in a complaint investigation is prohibited. Acts of retaliation must be reported immediately as set out above.

Responsive Action. Misconduct involving conduct which violates this policy, including harassment or retaliation will be dealt with appropriately. Discipline, up to and including dismissal, will be imposed upon any employee who is found to have engaged in conduct prohibited by this policy. Likewise, disciplinary action will be imposed in situations where claims of prohibited conduct were fabricated or exaggerated, or when employees are untruthful during an investigation.

POLICY NO. 6.03: DRUG AND ALCOHOL USE

It is the desire of the Town to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their job in a satisfactory and safe manner.

Prohibition Against Alcohol and Illegal and Unauthorized Drugs. While on Town premises, while on duty, while driving a Town-owned or leased vehicle, or while operating or using other Town-owned or leased property or equipment, no employee may use, possess, distribute, sell, or be under the influence of alcohol (except under the limited circumstances described below), inhalants, illegal drugs, including drugs which are legally obtainable, but which were not legally obtained, drugs that include any amount of THC, and prescribed or over-the-counter drugs which are not being used as prescribed or as intended by the manufacturer.

Prohibition Against Illegal and Unauthorized Drug-Related Paraphernalia. This policy also prohibits the use, possession, distribution, and sale of drug-related paraphernalia while on Town premises, while on duty, while conducting Town**-**related business or other activities off premises, while driving a Town-owned or leased vehicle, or while operating or using other Town-owned or leased property or equipment. Drug-related paraphernalia includes material and/or equipment designed for use in testing, packaging, storing, injecting, ingesting, inhaling or otherwise introducing illegal or unauthorized drugs into the body.

Permissive Use of Prescribed and Over-The-Counter Drugs. The legal use of prescribed and over-the-counter drugs is permitted while on Town premises, while on duty, while conducting Town-related business or other activities off premises, while driving a Town-owned or leased vehicle, or while operating or using other Town-owned or leased property or equipment only if it does not impair an employee's ability to perform the essential functions of the job (or to operate a vehicle, property or other equipment) effectively and in a safe manner that does not endanger the employee, residents or

other individuals in the workplace. Examples of impairment include, but are not limited to, drowsiness, dizziness, confusion, or feeling shaky.

Fire and Police Department Employees. Certain Fire and Police Department employees may be required to be in possession of alcohol and/or drugs in carrying out their job duties. Such employees will be exempted from certain portions of this policy under certain limited conditions. Additional guidelines may be established by Police and Fire Department operating procedures.

Mandatory Disclosure by Employees. Employees taking prescription medication and/or over-the-counter medication must report such use to the Human Resources Department if there is a reasonable likelihood the medication will impair the employee's ability to perform the essential functions of their job (or operate a vehicle, property, or other equipment, if applicable) effectively and in a safe manner that does not endanger the employee, residents, or other individuals in the workplace. Examples of impairment include, but are not limited to, drowsiness, dizziness, confusion, or feeling shaky. A copy of the prescription will be included in the employee's confidential medical personnel file.

On-Call Employees. Employees scheduled to be on call are expected to be fit for duty upon reporting to work. Any employee scheduled to be on call and who is called out is governed by this policy. Sometimes, an employee who is not scheduled to be on call may nevertheless be called out. If this or any other situation occurs where the employee called out is under the influence of drugs and/or alcohol, such that reporting to work would result in a violation of this policy, the employee must immediately so advise the appropriate supervisor on duty. The employee will not be required to report to work.

Mandatory Reporting of Convictions. Employees must notify their immediate supervisor and the Human Resources Department, in writing, of any arrests/conviction (including a plea of nolo contendere) or deferred adjudication, for a violation occurring off duty and/or in the workplace no later than 24 hours after the arrest and/or conviction.

Off-Duty Conduct. The Town may take disciplinary action, up to and including termination of employment, if an employee's off-duty use of or involvement with drugs or alcohol is damaging to the Town's reputation or business, is inconsistent with the employee's job duties, or when such off-duty use or involvement adversely affects the employee's job performance.

Rehabilitation/Treatment. It is the desire of the Town to extend a program of amnesty to those employees who voluntarily seek assistance for substance abuse problems. Prior to a suspected violation of the Drug/Alcohol policy or a request to be tested, any employee may avail himself/herself of the Employee Amnesty Program. To do so, the employee must do the following:

- Communicate to their immediate supervisor, their Department Head, or Human Resources that they are, or may be, suffering from drug, illegal inhalant, or alcohol abuse or addiction;
- Agree and commit in writing to undergo or participate in a program of counseling, treatment or therapy prescribed or recommended by the Employee Assistance Program (Program);
- Execute a release which will authorize all doctors, counselors, therapists, or other care providers to provide to Human Resources, upon written request, a statement as to whether the employee is fulfilling all the requirements or obligations of their Program, whether the Program has been successfully completed, and whether the employee is released to continue work with the Town; and
- Agree in writing, upon successful completion of the Program, to submit to random or regularly scheduled drug or alcohol screening, for a period of six months following completion of the Program. This agreement is a condition of continued employment.

So long as the employee is fulfilling all requirements and obligations of the Program, they will not be subject to discipline for violation of the Drug/Alcohol Policy, unless there is information evidencing subsequent violation of substance abuse policy.

An employee who seeks services by a treatment program other than the Town's Employee Assistance Program is encouraged to check with his or her medical carrier to determine the availability and level of coverage for such services. There are several drug-alcohol treatment programs available in the Metroplex, with cost dependent upon both the type and amount of care necessary. An employee who wants to know more about the Employee Assistance Program and its services may contact Human Resources or may call the Employee Assistance Program directly.

Policy Violations. Violations of this policy will generally lead to disciplinary action, up to and including immediate termination of employment and/or required participation in a substance abuse rehabilitation or treatment program. The Police and Fire Departments may have stricter disciplinary rules regarding violation of this policy. Employees with questions or concerns about substance dependency or abuse are encouraged to discuss these matters with their supervisor or the Human Resources Department to receive assistance or referrals to appropriate resources in the community.

Drug and Alcohol Testing. The purpose of testing employees and applicants is to reduce substance abuse in the workplace by requiring alcohol and drug testing of safety sensitive employees and those employees holding a Texas Commercial Driver's License (CDL).

Employees classified as being in a "Safety Sensitive" position means a position in which a drug or alcohol impairment constitutes an immediate and direct threat to public health or safety, such as a position that requires the employee to carry firearms, perform life threatening procedures, work with confidential information or documents pertaining to criminal investigations, or confidential juvenile information, or work with controlled substances; a position in which a drug impairment constitutes an immediate and direct threat to the employee's health or safety; a position in which the employee is responsible for the well-being of another; or a position in which a momentary lapse in attention could result in injury or death to another person.

Types of Tests. Testing may include one or more of the following: urinalysis, hair testing, breathalyzer, or other generally-accepted testing procedure. If capable, the Little Elm Police Department may administer certain tests.

Testing of Applicants. Applicants for Public Safety positions that require driving Town-owned vehicles or equipment, and lifeguards, to whom a conditional offer of employment has been made, will be required to submit to testing for alcohol and illegal and unauthorized drugs, unless requested by the Department Head or designee. A positive test result, refusal to test, or attempts to alter or tamper with a sample or any other part of the test, will render the applicant ineligible for consideration of employment and future employment with the Town.

Testing of Employees. Employees may be tested for alcohol and/or illegal and unauthorized drugs after a workplace injury requiring medical treatment in the judgment of their Department Head or immediate on duty supervisor if after normal hours, or a vehicle accident as defined by Policy No. 2.14. Employees may also be tested if involved in a non-vehicle accident meeting the same criteria stated above. Employees holding safety-sensitive positions and/or holding a CDL license may also be tested at random for alcohol and/or illegal and unauthorized drugs. Mandatory drug testing will not be required for contact with poisonous substance, blood splatter, insect stings, heat exhaustion, and superficial cuts.

Police and Fire Department employees, as well as any other safety sensitive positions, are also subject to any applicable Departmental rules and regulations regarding illegal and unauthorized drug and

alcohol testing.

Reasonable Suspicion Testing. For purposes of this policy, reasonable suspicion is a belief based on articulable observations (e.g., observation of alcohol or drug use, apparent physical state of impairment, incoherent mental state, changes in personal behavior that are otherwise unexplainable, deteriorating work performance that is not attributable to other factors, a work-related accident or injury, evidence of possession of substances or objects which appear to be illegal or unauthorized drugs or drug paraphernalia) sufficient to lead a supervisor to suspect that the employee is under the influence of illegal or unauthorized drugs or alcohol. "Reasonable Suspicion" may also be created when a supervisor or Human Resources receives a report from a source that is deemed credible that an employee is or has used illegal or unauthorized drugs. Supervisors who refer an employee for reasonable suspicion testing must document the specific factors that support reasonable suspicion testing (e.g., the who, what, when, where of the employee's behavior and other symptoms, statements from other employees or third parties, and other evidence supporting the reasonable suspicion testing).

Tests will be paid for by the Town. To the extent possible, testing will normally be done during the employee's normal work time.

Any employee who refuses to be tested, or who attempts to alter or tamper with a sample or any other part of the testing process, will be subject to disciplinary action up to and including termination of employment.

A positive test result is a violation of the Town's Drug and Alcohol Use Policy and may result in disciplinary action up to and including termination of employment. Any employee who is terminated for violation of the Town's Drug and Alcohol Use Policy is ineligible for future employment with the Town.

The Town has additional obligations when testing for controlled substances and alcohol for those employees regulated by the U.S. Department of Transportation. Please see the Town's Drug and Alcohol Policy for DOT Employees for additional information.

Testing Procedures. All testing must normally be authorized in advance by both the employee's Department Head and the Human Resources Department. If the Department Head is unavailable within a reasonable period, the Human Resources Department may, in their sole discretion, authorize the testing of an employee. If the Human Resources Department is unavailable within a reasonable period, the Department Head may, in their sole discretion, authorize the testing of an employee. For reasonable suspicion testing, testing may not be authorized without the supervisor's documentation of the articulable factors which led him or her to suspect that the employee is under the influence of illegal or unauthorized drugs or alcohol. Testing should be arranged as soon as possible after the supervisor's articulable observations.

If an employee's conduct resulted in a work place accident, injury, or reasonable suspicion exists to believe that the employee has violated the Town's Drug and Alcohol Use Policy, the employee will be provided with transportation to the testing facility. A supervisor or other designated Town representative will be required to stay with the employee during the testing process. The Town may, in its discretion, reassign the employee or put him or her on administrative leave until the test results are received.

The Town will make arrangements to have the employee transported home after the testing.

All substance abuse testing will be performed by an approved laboratory or healthcare provider chosen by the Town. All positive test results will be subject to confirmation testing.

Test results will be maintained in a confidential file separate and apart from the employee's personnel

file. Any medical-related information will be confidential and accessible only by the Human Resources Department; supervisors and managers on a need to know basis, including those who have a need to know about necessary restrictions on the work or duties of an employee and any necessary accommodation; first aid and safety personnel when appropriate; government officials; insurance companies as may be necessary to provide health or life insurance to employees; by court order or as otherwise legally mandated; and as necessary to protect the interests of the Town.

POLICY NO. 6.04: WEAPONS BAN AND VIOLENCE PREVENTION

The Town strives to provide a safe and secure working environment for its employees. This policy is designed to help prevent incidents of violence from occurring in the workplace and to provide for the appropriate response when and if such incidents do occur.

Zero Tolerance. Harassment, intimidation, threats, threatening behavior, violent behavior or acts of violence between employees or such action between an employee and another person that arises from or is in any manner connected to the employee's employment with the Town, whether the conduct occurs on duty or off duty, is prohibited.

Town's Response to Threats or Acts of Violence. The Town will attempt to respond appropriately to any person who threatens use of force or violence or threatens an unlawful act, exhibits threatening behavior, or engages in violent acts. The Town's response will normally be coordinated by the Human Resources Department, and where applicable, the Town's Police Department or other appropriate law enforcement agency. The Human Resources Department will evaluate the severity of the situation and the need for additional resources (*e.g.,* law enforcement, Emergency Medical Services) to minimize risk and further violence, and will work with the appropriate Department Head(s) to ensure that appropriate administrative actions are taken. If such conduct occurs on Town property, the offending person will typically be removed from the premises pending the outcome of an investigation. The Town may also suspend and/or terminate the employment relationship, reassign job duties, mandate counseling with a psychologist or other mental health care provider of the Town's choosing, initiate criminal prosecution of the person or persons involved, and/or other actions as determined by the Town to be appropriate under the circumstances.

All Weapons Banned. Unless specifically authorized by the Town Manager, no employee, other than a Town licensed peace officer, shall carry or possess a firearm or other weapon on Town property. The Town prohibits employees from carrying or using any weapons, concealed or otherwise, on Town property, except as specifically authorized by Section 52.061 of the Texas Labor Code. (attached as Appendix H) Employees, other than licensed peace officers, are also prohibited from carrying a weapon while on duty or at any time while engaging in Town-related business. Prohibited weapons include firearms, clubs, explosive devices, knives with blades exceeding 5 ½ inches, switchblades, etc. This prohibition against the possession or carrying of firearms applies even if the employee is licensed to carry a concealed handgun or to openly carry a handgun by the state of Texas. Employees are permitted to transport and store in a safe and discreet manner a legal firearm and ammunition in a personal vehicle while the vehicle is in the employee parking area. This policy is intended to comply with all applicable state laws concerning employee rights to possess and carry firearms and shall be interpreted and enforced accordingly.

Mandatory Reporting. Each Town employee must immediately notify their supervisor, Department Head, the Human Resources Department, and/or the Police Department of any act of violence or of any threat involving a Town employee that the employee has witnessed, received, or has been told that another person has witnessed or received. Even without an actual threat, each Town employee must also report any behavior that the employee regards as threatening or violent when that behavior is job-related or might be carried out on Town property, a Town-controlled site or Town job site, or when that behavior is in any manner connected to Town employment or activity. Each employee is

responsible for making this report regardless of the relationship between the individual who initiated the threat or threatening behavior and the person or persons threatened or the target of the threatening behavior. A supervisor who is made aware of such a threat or other conduct must immediately notify their Department Head and the Human Resources Department.

Protective Orders. Employees who apply for or obtain a protective or restraining order which lists Town locations as being protected areas must immediately provide to the Human Resources Department and the Town's Police Department a copy of the petition and declarations used to seek the order, a copy of any temporary protective or restraining order which is granted, and a copy of any protective or restraining order which is made permanent. Town employee**s** must immediately advise their Department Head and the Human Resources Department of any protective or restraining order issued against them.

Confidentiality. To the extent possible, while accomplishing the purposes of this policy, the Town will respect the privacy of reporting employees and will treat information and reports confidentially. Such information will be released or distributed only to appropriate law enforcement personnel, Town management, and others on a need-to-know basis and as may otherwise be required by law.

Town Property. For purposes of this policy, Town property includes but is not limited to owned or leased vehicles, buildings and facilities, entrances, exits, break areas, recreation centers, swimming pools, and parks.

Documentation. When appropriate, threats and incidents of violence will be documented. Documentation will be maintained by the Human Resources Department and/or the Police Department.

Policy Violations. Violations of this policy may lead to disciplinary action, up to and including termination of employment.

POLICY NO. 6.05: TOBACCO POLICY

The use of tobacco products is not permitted in any building or vehicle of the Town. Smoking is permitted outside of buildings in designated areas, but not closer than 30' of any building entrance. No employee shall use tobacco products while making contact with the public. The use of e-cigs shall be restricted to designated smoking areas and shall not be allowed in Town facilities, vehicles, equipment, or other areas where the use of cigarettes and tobacco are prohibited.

POLICY NO. 6.06: POLITICAL ACTIVITY

Town employees will not be appointed or retained based on their political support or activities. Town employees are encouraged to vote and to exercise other prerogatives of citizenship consistent with state and federal law and these policies. Town employees may not:

- Publicly endorse or campaign in any manner for any person seeking a Town public office except as provided by Texas Local Government Code, Section 180.001 and attached hereto as Appendix I.
- Must not engage in political activity while in uniform or on active duty, pursuant to the Texas Local Government Code, Sections 150.001-.003.
- Use their position or office to coerce political support from employees or residents.
- Use their official authority or influence to interfere with or affect the result of a campaign issue, an election or nomination for public office.

- Make, solicit, or receive any contribution to the campaign funds of any candidate, directly or indirectly through an organization or association, for the Town Council or take any part in the management, affairs, or political campaign of any such candidate except as permitted by law; provided nothing herein shall infringe upon the constitutional rights of an employee to express their opinions and to cast their vote.
- Use working hours or Town property to be in any way concerned with soliciting or receiving any subscription, contribution, or political service to circulate petitions or campaign literature on behalf of an election issue or candidate for public office in any jurisdiction.
- Contribute money, labor, time, or other valuable thing to any person for Town election purposes except as permitted by law.
- Hold an appointive or elective office of public trust where service would constitute a direct conflict of interest with Town employment. An employee who contemplates seeking public office shall consult with the Human Resources Department prior to the filing of an application for the purposes of determining whether a conflict would exist. If a conflict does exist, upon being elected to such an office, an employee must immediately resign or will be terminated upon failure to do so.
- All employees of the Town shall refrain from using their influence publicly in any way regarding any election where an issue or proposal involves only Town employees.

Fire and Police Department Employees. While in uniform or on active duty, employees in the Town's Fire and Police Departments may not engage in a political activity relating to a campaign for an elective office. For purposes of this policy, an employee engages in political activity if the employee:

- Makes a public political speech supporting or opposing a candidate
- Distributes a card or other political literature relating to the campaign of a candidate
- Wears a campaign button
- Circulates or signs a petition for a candidate
- Solicits votes for a candidate, or
- Solicits campaign contributions for a candidate

While out of uniform and not on active duty, employees in the Town's Fire and Police Departments may engage in a political activity relating to a campaign for an elective office, including the activities listed above, except such employees may not solicit campaign contributions for a candidate other than from members of an employee organization to which that person belongs.

Hatch Act. Employees whose position is funded in whole or in part by a federally funded program must also comply with the applicable provisions of the federal Hatch Act.

POLICY NO. 6.07: CONFLICT OF INTEREST

No employee of the Town may:

- Have any financial or other interest, directly or indirectly, in any proposed or existing contract, purchase, work, sale or service to, for, with or by the Town;
- Use Town employment, authority, or influence in any manner for their personal betterment, financial or otherwise;

- Have any financial interest, directly or indirectly, in the sale to the Town of any, materials, supplies or services;
- Have discussions or participate in decisions of any Town agency, board, commission, or instrumentality if the employee has any personal economic interest or is employed, directly or indirectly, by the person or entity that is the subject of the discussion or decision, except as noted below;
- Accept other employment or engage in outside activities incompatible with the performance of duties and responsibilities as a Town employee or that might impair independent judgment in the performance of duties to the Town; or
- Accept monetary payment or provide services for compensation, directly or indirectly, to a person or organization requesting an approval, investigation, or determination from the Town.

The "financial or economic interest" contemplated in this policy requires that the employee receive an actual financial benefit from the transaction with the Town. An "actual financial benefit from the transaction" shall not include:

- An ownership in the entity transacting with the Town where the ownership interest is less than one percent (1%).
- Compensation of the employee, officer, or director of the entity transacting with the Town where such compensation is not affected by the entity's transaction with the Town.
- An investment or ownership in a publicly-held company in an amount less than ten thousand dollars ($10,000)

An employee who has a prohibited financial interest in any matter pending before the Town shall disclose such interest to the Human Resources Department. This section does not prohibit the Town from proceeding with any transaction where a conflict of interest may exist if upon full disclosure the transaction is in the best interest of the Town and approved by the Town Manager and Town Council.

Violations of this policy may result in disciplinary action up to and including termination of employment. Employees should direct questions regarding the prohibitions imposed by this policy to the Human Resources Department, or the Town Manager's office.

POLICY NO. 6.08: BEHAVIORAL STANDARDS

It is important that every employee display behavior that is consistent with the Town's culture of Servant Leadership and Core Values. Servant Leadership is about putting the needs of others before self; it is about serving people. It is about identifying and meeting the needs of customers, enhancing our service to others, and contributing to Little Elm being a desirable lakeside destination for all people to live and play while enjoying a safe, vibrant, and welcoming community. To fully live as servant leaders, as individuals and as a Town, we operate under four Core Values that guide our every action and decision. Employees shall be held accountable for displaying behavioral standards consistent with the following values:

Integrity – We are honest, loyal, trustworthy, transparent, fair, and open minded, and have a culture of accountability. We keep our word and admit our mistakes. We stand up for what is right even in the face of a challenge, and do what is right, even if no one notices.

Customer Service – We are respectful, positive, attentive, approachable, responsive, and empathetic. We focus on being able to assist internal and external customers, not simply accommodate them. Whether the answer involves going the extra mile or sometimes even delivering bad news, we are

courteous, patient, humble, and professional.

Efficiency – We recognize that we are entrusted with resources ultimately owned by the community, and as stewards of those, are committed to use the minimum resources required to realize the maximum result. We will find the shortest path on a route or in a process, and operate without waste, with proper use of taxpayer dollars, and without compromising quality.

Innovation – We have a willingness to grow, to explore new ideas and to challenge the status quo. We are open to change though we do not seek change unnecessarily. We allow the freedom to try new things, and recognize that through creativity and reasonable risk, we will build a stronger, healthier Town together. We are an organization dedicated to learning and continuous improvement.

POLICY NO. 6.09: RESTRICTIONS ON SOLICITATION, ACCEPTANCE, AND DISTRIBUTION OF CONTRIBUTIONS

The Town recognizes the value of encouraging contributions for the use of Town Departments to defer the need to raise taxes and fees to provide necessary municipal services. Private contributions also allow individuals and organizations to take an active role in improving the quality of life and promoting wider enjoyment of community activities and resources. To promote consistent and best practices by all employees and departments, and to ensure compliance with applicable laws and accounting procedures, the following policy and guidelines related to the solicitation, acceptance, and distribution of donated monetary gifts and real or personal property for use by the Town and its Departments:

- Solicitation of voluntary contributions shall not violate the Code of Ethics for employees as stated in Policy No. 1.01 of this Employee Personnel Manual. In addition, no solicitation shall state or imply that a donation will influence or affect how the party is treated by Town officers and employees.
- All fundraising and solicitation efforts shall be consistent with the missions, goals, values, and mandates of the Town. Solicitation for business, commercial, or personal reasons by employees not directly related to Town operations is prohibited. All donated funds or property become public property upon acceptance and shall be used or expended for public purposes only.
- All fundraising and solicitation efforts to support Town programs and projects shall be authorized by the Town Manager.
- Following authorization, a department shall obtain written approval of the Chief Financial Officer regarding procedures for the fundraising project. Said approval shall include proper accounting protocols for fundraising revenues and expenditures to be coordinated through the office of the Chief Financial Officer. No department shall be allowed to maintain a checking or savings account for fundraising activities that is separate from the Town accounting system.
- Employees may solicit donations for qualified nonprofit organizations with written approval from their Department Head or the Town Manager. Said solicitations should not interfere with an employee's job responsibilities.

POLICY NO. 6.10: GIFTS POLICY

The Town strives to treat employees, residents, and individuals conducting business with the Town in a fair and equitable manner. An employee (and their relatives and significant others) may not receive any income or other material gain from anyone outside the Town for services provided by the employee

in the performance of his or her job with the Town.

Individual Town employees are prohibited from soliciting, accepting, or agreeing to accept any gift, gratuity, favor, benefit, or anything else of value from any person, organization, or other entity who has done business, is doing business, or seeks to do business, with the Town. However, an employee who accepts the following will not be in violation of this policy:

- An award publicly presented in recognition of public service.
- An occasional meal where public business is accepted.
- T-shirts, caps, and other similar promotional material.
- Any gift which would have been offered or given to the employee even if the employee were not an employee of the Town.

Routine food coupons, frequent flier awards, discounts, and other promotional items awarded to employees carrying out Town business may be accepted by the employees and will not be considered a violation of this policy due to the administrative difficulty and cost associated with recapturing the discount or award for the Town.

If the item is non-routine, or of a value estimated to be greater than $50, the employee must check with their Department Head to see if the item should be returned, or in the alternative, turned over to the Town.

Employees may not give their supervisor or anyone else in management any gift or other item of more than $50 value. If offered, supervisors may not accept such gifts or other items. Giving and accepting cards, food items, (such as cakes and cookies) or token gifts for birthdays, Bosses Day, holiday celebrations, bereavement, or similar events is not a violation of this policy.

POLICY NO. 6.11: CITIZEN COMPLAINTS

Citizens have the right to file complaints against employees. State statues provide a specific procedure related to police officers and fire fighters for filing this type of complaint. (See Appendix J – Sections 614.021-023 Texas Local Government Code and Policy No. 7.01 Employee Conduct). This policy adopts a similar procedure for citizen complaints concerning any other employee.

Minor complaints will be processed through the affected department and their internal operating policies. In each instance, the complainant will be given the opportunity to receive a response regarding the disposition of their complaint.

Major complaints will be processed through the Town Manager. The citizen making the complaint is or will generally be requested to place their complaint in writing and delivered to the Town Manager. In such instance, the Town Manager will initiate an independent investigation. Results of the investigation will be given to the Department Head of the employee for further action if necessary. The Town Manager will notify the complainant of the disposition of their complaint.

POLICY NO. 6.12: CITIZEN NOTICE OF CLAIM

Citizens have the right to file claims against the Town for injuries or property damage that they may sustain. Examples would include a child injured at a park, a car hitting a pothole, or a vehicular accident involving an employee. Regardless of the circumstance, any employee who is notified in any manner of a citizen who wants to file a claim against the Town needs to obtain that person's contact information and no later than the next business day forward that information to the Human Resources Department.

Employees should in no way express an opinion regarding the validity of the claim or who may be at fault.

POLICY NO. 6.13: EMPLOYEE SAFETY DEALING WITH THE PUBLIC

Employees can find themselves in confrontational settings when dealing with citizens which can result in citizen allegations of employee misconduct. As such, all employees should protect themselves whenever possible by either being accompanied by another employee, or documenting the interaction. This would not apply to fire and EMS personnel responding to an emergency call.

POLICY NO. 6.14: SOCIAL MEDIA

Town Administered Social Media. The Town of Little Elm's presence on social media platforms will be administered by the Marketing & Communications department and appointed key communicators identified in the Town's Marketing & Communication Plan.

Under certain circumstances, a Town Department or Division might want to create and maintain a presence on a social media platform. Such a request must come through the Department Head and to the Marketing & Communications Department and then approved by the Town Manager prior to implementation. Sites that violate this policy may be removed at any time.

All social media platform credentials (link, login, and password) will be kept by the Marketing & Communications Department.

Information posted by staff on official Town pages must be factual and cannot impair the public's confidence in the operation of Town government or the performance of the individual employee.

Employees may be given administrative access to Town-administered social media sites only with approval by the Marketing & Communications Department. If an employee with access to any of the Town-administered sites leaves the organization for any reason, their access to social media platforms will be revoked on the day of separation or upon notification of separation.

Only the Marketing & Communications Department and appointed key communicators are authorized to respond to information about the Town that is posted to sites not maintained by the Town.

Employees who become aware of incorrect, inflammatory, or potentially damaging information about the Town that is posted to a publicly accessible site are encouraged to notify the Marketing & Communications Department.

When responding to material posted on a publicly accessible site, responses cannot impair the public's confidence in the operation of Town government or the performance of the individual employee.

Employee Sites. The Town recognizes that many individual employees use social media sites for their own purposes. Employees may be subject to disciplinary action for internet postings that could impair the public's confidence in the operation of Town government or the performance of the individual employee.

Personal sites may not be designed in such a way as to cause users to believe the site is Town-administered or endorsed by the Town, including unauthorized use of Town logos and trademarks. Connections with Town-administered sites are permitted.

Social Media Code of Conduct. Town Employees shall always abide by the following rules of conduct:

- Blogging or posting information on the internet not relevant to Town business shall be kept to a minimum and shall not interfere with job duties during work hours.
- Employees must never disclose any proprietary or confidential information concerning the Town of Little Elm or an employee of the Town in a blog or other posting to the Internet, regardless if done before, during or after work hours. Posting of proprietary or confidential information may violate state law and subject the user to criminal penalty.
- Employees must abide by all federal and state laws regarding information sent through the Internet.
- Employees must respect coworkers and the Town. Employees must not put anything on a blog or post any information on the internet that will defame, embarrass, insult, demean or damage the reputation of the Town or any of its employees.
- Employees must not post any pornographic pictures or other pictures of any type that could identify the posting individual as an employee of the Town or any Town of Little Elm Department.
- The Town prohibits the unauthorized release or disclosure of any employee information through the Internet or through other means that may be considered private and/or confidential by law.
- The Town prohibits the unauthorized posting of information on the internet that could adversely impact the Town and/or an employee of the Town.
- Employees may not post racist or culturally-insensitive material.
- Employees may not post any information that may erode the public's confidence in the organization or any of its employees.

DISCIPLINE

POLICY NO. 7.01: EMPLOYEE CONDUCT AND WORK RULES/DISCIPLINARY ACTION

Grounds for Disciplinary Action. The Town of Little Elm is an at-will employer, i.e. all Town employees serve at the pleasure of the Town Manager (except for those charter officers who serve at the pleasure of the Town Council) and the Town may terminate any employee from service with or without cause. Subject only to any applicable state or federal laws, or specific provisions of a written employment contract approved by Town Council, the Town may discharge any employee with or without cause.

The Town may take disciplinary action, including immediate discharge, against an employee for:

- illegal, unethical, abusive, or unsafe acts;
- violation of Town and departmental rules, regulations, policies, or procedures;
- insubordination; inefficiency; poor work performance; neglect or abandonment of duties;
- failure to report overtime worked; working overtime not authorized;
- participation in prohibited political activity or solicitation;
- abuse of illness, injury, disability, or other benefits; tardiness or absence without leave;
- falsification of official documents or records;
- using or being under the influence of drugs or intoxicating beverages while on duty;
- improper use of alcohol or drugs, including positive drug or alcohol tests administered under these rules;
- refusal to undergo a properly ordered drug and/or alcohol test; waste, damage/failure to report damage, or unauthorized use of Town property or supplies;
- unauthorized disclosure of official information not otherwise considered public information;
- unauthorized or improper use of official authority;
- violation of the provisions of the Town Charter, (attached as Appendix K);
- discourtesy to the public or to fellow employees;
- refusal or neglect to pay just debts that reflects negatively upon the Town.
- untruthfulness and/or a failure to cooperate with administrative investigations.
- revocation of driver license that is required by the employee's job duties.
- violation of Social Media Code of Conduct.

Types of Disciplinary Action. Formal disciplinary action taken should be consistent with the nature of the deficiency or infraction involved and the record of employee. Formal disciplinary action includes written reprimand, suspension, and reduction in pay, demotion, and dismissal. Any of the foregoing types of formal disciplinary action may be invoked for a deficiency or infraction, depending upon the exact circumstances. An employee may be formally warned anytime that they may be subject to dismissal or otherwise disciplined for further unsatisfactory performance and/or conduct. Although the appropriate disciplinary action shall be administered based on the severity and unique circumstance surrounding each instance, progressive discipline shall be encouraged to coach employees and give the appropriate opportunities for improvement before severe disciplinary action shall occur.

Review by the Human Resources Department. Any disciplinary action more than an oral warning must be reviewed by the Human Resources Department prior to it being served to the employee. This applies to both probationary and non-probationary employees. A coaching log may be documented and kept at the department level.

Written Reprimand. An employee may be reprimanded in writing. The written reprimand shall describe the deficiency or infraction involved and shall state the likely consequences for further unsatisfactory performance and/or conduct. The written reprimand shall be noted in the employee's official personnel file. After the expiration of five years, an employee may request that the Town remove documents relating to minor infractions of Town policy; the Town will consider that request in accordance with its obligations under the Records Retention statutes. "Minor infractions" means tardiness, or other similar minor violations. After consideration of all factors, including the severity and frequency, the Department Head can rescind the discipline and request that the Human Resources Department remove those documents from the personnel file.

Suspension. An employee may be suspended by their Department Head without pay for up to 30 calendar days in one (1) calendar year. A written notice of suspension that describes the deficiency or infraction involved and states the likely consequence of further unsatisfactory performance and/or conduct may be given to the employee. The suspension will be permanently noted in the employee's official personnel file.

Demotion. An employee may be demoted by their Department Head. A written notice of demotion should be given to the employee that describes the deficiency or infraction involved and states the likely consequences of further unsatisfactory performance and/or conduct. The demotion will be permanently noted in the employee's official personnel file, but the employee will not be disqualified from consideration for later advancement.

Notice of Investigation to Police Officers and Fire Fighters. Prior to disciplinary action against a peace officer or a fire fighter employed by the Town based upon receipt of an internal or external complaint, the complaint should be reduced to writing, signed, and provided to the employee. The specific procedure for handling of that complaint is detailed within each department's standard operating policy manual. Texas Government Code Sections 614.021-023 specifies certain related procedures as it applies to peace officer and firefighter personnel; see Appendix J, attached hereto.

Felonies and Misdemeanors. Employees must immediately notify their supervisor and/or Department Head if they are arrested, charged, indicted, convicted, receive deferred adjudication or deferred prosecution, or plead nolo contendere to any misdemeanor or felony. Employees who do not drive as a part of their job duties with the Town are not required to report minor traffic violations. In most instances, the Town will conduct its own investigation and take appropriate action. An employee arrested, charged, or indicted for a felony or misdemeanor, or accused by information of official misconduct or other serious criminal violation may be placed on administrative leave (with or without pay) until the charge, indictment, or information is dismissed or fully adjudicated without trial, and if tried, until the trial and appeal (if any) are completed and all related administrative matters are concluded. Such a determination will typically be made by the Department Head and the Human Resources Department. An employee on administrative leave may, in the Town's sole discretion, be reinstated to the position held before being placed on administrative leave (if available), if the indictment or information is dismissed, the employee is acquitted, or the conviction is reversed on appeal.

Administrative Leave. During an investigation into alleged offenses or violations of Town policies, the Town may, in its sole discretion, place the employee on administrative leave. The leave may be with or without pay, and may be charged to available accrued leave if authorized by the Town Manager.

TERMINATION OF EMPLOYMENT AND REINSTATEMENT

POLICY NO. 8.01: SEPARATION OF EMPLOYMENT

The Town designates all employee separations as one of the following types:

Resignation. An employee who intends to resign is requested to notify their supervisor, Department Head, and the Human Resources Department in writing at least two weeks prior to the last day of work. Employees who fail to give a two-week notice are typically not eligible for rehire. The supervisor is responsible for immediately notifying the Human Resources Department.

Retirement. An employee who intends to retire must notify their Department Head, supervisor, and the Human Resources Department in writing 30 days prior to the date of retirement. This 30-day requirement is necessary to ensure that the required paperwork is timely submitted to Texas Municipal Retirement System (TMRS).

Dismissal/Termination. The Town may terminate an employee's employment because of unsatisfactory performance or conduct and/or violation of Town policies or procedures, including a new hire who fails probation. Town employees who are terminated, or who resign in lieu of termination, are not eligible for rehire.

Dismissal may also occur for the following:

- **Job Abandonment.** If an employee fails to properly notify the Town of their absence from work or if an employee is absent without authorization and/or notification for three or more consecutive days, the Town will normally consider the employee to have abandoned their employment, and they will be terminated.

- **Unauthorized Leave.** Employees failing to report for duty or failure to remain at work as scheduled without proper notification, authorization, or excuse shall be on unauthorized leave of absence and shall not be in pay status for the time involved. Unauthorized leave of absence constitutes abandonment of duties which may lead to termination of employment.

- **Reductions-in-Force (Layoffs) / Reorganization.** An employee may be separated from Town service when it is deemed necessary by reason of shortage of funds or work, the abolition of the position, or other material change in the duties of the organization, or for other reasons which are outside the employee's control and which do not reflect discredit upon the service of the employee. The order of layoff shall be determined by the current operating needs of the Town, with consideration given to both an employee's length of service and past work performance.

- **Death.** If a Town employee dies, their estate will be paid all earned pay and payable benefits.

POLICY NO. 8.02: REINSTATEMENT

Employees, who were laid off, including former temporary employees separated upon completion of duties, may be recalled to work at any time, provided they remain qualified to perform the duties of the position. Reinstated employees are not entitled to any prior seniority or years of service. The Town Manager must approve all reinstated employees before an offer letter is prepared.

Employees who left the Town service in good standing to enter active-duty or for active-duty training with the armed forces of the United States shall be eligible for reinstatement in accordance with applicable state and federal laws.

APPENDIX A

ORDINANCE 1731 ADOPTING EMPLOYEE POLICY MANUAL

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS ADOPTING NEW PERSONNEL POLICIES AND REPEALING ALL PRIOR ORDINANCES, RESOLUTIONS, AND COUNCIL ACTIONS RELATED TO SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Little Elm has previously adopted personnel policies; and,

WHEREAS, said policies were adopted at a time when the Town had fewer employees; and,

WHEREAS, new personnel policies are needed to clearly articulate the standards expected of each employee, identify benefits and minimum work requirements, as well as promote the efficiency and productivity in management of Town employees; and,

WHEREAS, Town staff, with the assistance of legal counsel has drafted a new set of personnel policies to meet those requirements; and,

WHEREAS, these policies set forth expectations, but are in no way intended to, or should be construed as, forming a contract. All employees, other than the Town Manager, are employed at-will; and,

WHEREAS, the Town Council desires to repeal all prior adopted personnel policies and, adopt a new set of personnel policies for the benefit of the Town and its employees.

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

Section 1. The matters set forth in the preamble are found to be true.

Section 2. The Town Council hereby repeals all previously adopted personnel policies whether adopted by ordinance, resolution or by Council action; and formally adopts the personnel policies attached hereto

Section 3. Future additions and modifications to the new personnel policies will be made by Town Council, either by resolution or ordinance. Said additions or modifications shall be distributed to all employees at the time of their adoption.

Section 4. Interpretations of these personnel policies are left to the discretion of the Town Manager.

PASSED, APPROVED, AND ADOPTED by the Town Council of the Town of Little Elm, Texas on this 19th day of September, 2023.

APPENDIX B

(Cross-reference Policy No. 1.01)

CODE OF ETHICS

Editor's note—Ord. No. 1236, § 2, adopted Sept. 16, 2014, amended art. VI in its entirety to read as herein set out. Former art. VI, §§ 2-191—2-197, pertained to similar subject matter, and derived from: Ord. No. 1088,
§ 2, adopted Nov. 15, 2011; and Ord. No. 1115, § 2, adopted Oct. 16, 2012.

Sec. 2-191. - Definitions.

For the purposes of this article, the following words, and phrases, when used in this article, shall have the meanings ascribed to them, except where the context clearly indicates a different meaning:

Compensation. Any economic benefit received in return for services, property, or

investment. Discretionary authority. The power to exercise any judgment in a

decision or action.

Economic benefit. Economic benefit refers to any money, real or personal property, purchase, sale, lease, contract, option, credit, loan, discount, service or other tangible or intangible thing of value, whether similar or dissimilar to those enumerated.

Employee. Any person employed by the town, including those individuals employed on a Part-Time or seasonal basis, but such term shall not be extended to apply to any independent contractor.

Entity. A sole proprietorship, partnership, limited partnership, firm, corporation, professional corporation, holding company, joint stock company, receivership, trust, or any other entity recognized by law through which business may be conducted.

Gift. Gift means a favor, hospitality, or economic benefit, other than compensation.

Non-town board, committee, or commission. A board, committee, commission or other governing or advisory body or panel of an organization, business entity or governmental entity that is not a town-appointed board, committee, or commission. Examples would include, but not be limited to, serving on the board of directors (or similarly-situated governing or advisory body or panel) of a water district, municipal management district, hospital district, regional council of government organization or appraisal district.

Officer or official. Any member of the town council and any town-appointive member of a board, commission, authority, or committee set up by ordinance, Town Charter, state law, or otherwise on a temporary or permanent basis, including all members of a board, commission, authority, or committee which functions only in an advisory or study capacity and which has no discretionary, governmental, quasi-judicial or administrative authority.

Relative. A relative means any person related to an officer, official or employee within the first degree by consanguinity or affinity and shall include a spouse, father, mother, son, daughter, brother, or sister.

Remote interest. An interest of a person or entity, including an official, who or which would be affected in the same way as the public. By way of example, the interest of a council member in the property tax rate, general town fees, town utility charges or a comprehensive zoning ordinance or other similar decision is a remote interest to the extent that the council member is affected in common with the public.

Substantial interest. An interest in another person or an entity if:

(1) The interest is ownership of ten percent or more of the voting stock, shares or equity of the entity of ownership of $5,000.00 or more of the equity or market value of the entity;

(2) Funds received by the person from the other person or entity either during the previous 12 months or the previous calendar year equaled or exceeded $5,000.00 in salary, bonuses, commissions, or professional fees or $20,000.00 in payment for goods, products or non-professional services, or ten percent of the person's gross income during that period,

whichever is less;

(3) The person serves as a corporate officer or member of the board of directors or other governing board of the for-profit entity, other than a corporate entity owned or created by the town council; or

(4) The person is a creditor, debtor or guarantor of the other person or entity in an amount of $5,000.00 or more.

Substantial interest in partnerships, professional corporations, and other entities. If a town officer, official or employee is a member of a partnership or professional corporation, or conducts business through another entity, a substantial interest of the partnership, professional corporation or entity shall be deemed to be a substantial interest of the town officer, official or employee if:

(1) The partnership or professional corporation has fewer than 20 partners or shareholders;

(2) Regardless of the number of partners or shareholders, the officer, official or employee has an equity interest, share of draw equal to or greater than five percent of the capital or revenues of the partnership, professional corporation, or other entity; or

(3) Regarding the partnership, professional corporation or other entity's substantial interest in a client, the officer, official or employee has personally acted within the preceding 24 months in a professional or fiduciary capacity for that client.

Substantial interest in real property. An interest in real property which is an equitable or legal ownership with a market value of $5,000.00 or more.

(Ord. No. 1236, § 2, 9-16-2014)

Sec. 2-192. - Policy and purpose.

(a) It is hereby declared to be the policy of the town that the proper operation of democratic government requires that:

(1) Town officers, officials, and employees, including all members of town-appointed boards, commissions, and committees, be independent, impartial, and responsible only to the people of the town;

(2) Governmental decisions and policies be made using the proper procedures of the governmental structure;

(3) No Town officer, official or employee, including all members of Town-appointed boards, commissions, and committees, have any interest, direct or indirect, nor engage in any business transaction or professional activity nor incur any obligation of any nature which conflicts with the proper discharge of his or her duties in the public interest;

(4) Public office not be used for personal gain; and

(5) Town officers, officials and employees fully comply with any federal and state statutes, laws, and regulations, as amended, concerning conflicts of interest.

(b) In furtherance of this policy, the Town Council has hereby determined that it is advisable to enact this code of ethics for all Town officers, officials and employees, whether elected or appointed, advisory or administrative, including all members of Town-appointed boards, commissions and committees, to serve not only as a guide for official conduct of the Town's elected and appointed public servants, but also as a basis for discipline for those who refuse to abide by its terms and provisions.

(Ord. No. 1236, § 2, 9-16-2014)

Sec. 2-193. - Unethical activity.

No officer, official or employee of the Town, including all members of Town-appointed boards, commissions, and committees, shall:

(1) Accept any gift or economic benefit of more than $50.00 in value from any person or entity which gift or economic benefit might reasonably tend to influence such officer, official or employee in the discharge of official duties, or grant in the discharge of official duties any improper gift, economic benefit, service or thing of value; however, the provisions of this subsection shall not apply to any political contribution made pursuant to the Texas Election Code;

(2) Use his or her official position to solicit or secure special privileges or exemptions for himself/herself or others;

(3) Directly or indirectly disclose or use any information gained solely by reason of his or her official position for his or her own personal gain or benefit or for the private interest of others;

(4) Transact any business on behalf of the Town in his or her official capacity with any business entity of which he or she is an officer, agent, or member or in which he or she owns a substantial interest. If such a circumstance should arise, then in the case of an officer or official, he or she shall make known such interest and abstain from voting on the matter, or in the case of an employee, he or she shall turn the matter over to the employee's supervisor for reassignment, state the reasons for doing so and have nothing further to do with the matter involved;

(5) Engage in any outside activities which will conflict with his or her assigned duties in the Town, or which his or her employment with the town will give him or her an advantage over others engaged in a similar business, vocation, or activity;

(6) Engage in outside activities incompatible with the full and proper discharge of his or her duties and responsibilities with the Town, or which might impair his or her independent judgment in the performance of his or her public duties;

(7) Receive any fee or compensation for his or her services as an officer, official or employee of the Town from any source other than the Town, except as may otherwise be provided by law. This shall not prohibit an officer, official or employee from performing the same or other services that he or she performs for the Town for a private organization if there is no conflict with his or her own duties and responsibilities;

(8) Represent, directly or indirectly, or appear on behalf of the private interests of others before any agency, board, commission, authority, or committee of the Town, or accept any retainer or compensation that is contingent upon a specific action being taken by the Town or any of its agencies, boards, commissions, authorities or committees, unless such officer, official or employee of the Town has made full disclosure of such representation, retainer or compensation. For purposes of this section, the term "full disclosure" shall mean:

a. The filing of an affidavit with the Town Secretary describing such representation, retainer, or compensation;

b. Disclosure, either orally or in writing, to the other members of the Town agency, board, commission, authority, or committee;

c. Refraining from any other discussion of the matter with other members of the Town agency, board, commission, authority, or committee; and

d. Refraining from voting on or participating in the consideration of such matter by the Town agency, board, commission, authority, or committee.

(9) Knowingly perform or refuse to perform any act to deliberately hinder the execution and implementation of any Town ordinances, rules or regulations or the achievement of official Town programs;

(10) Have a substantial interest, direct or indirect, in any contract with the Town or a substantial interest, direct or indirect, in the sale of the Town of any land, rights or interest in any land, materials, supplies or service;

(11) Participate in a vote or decision on any matter in which the officer or official has a direct or indirect substantial interest or in which a relative of the officer or official has a direct or indirect substantial interest;

(12) Grant any special consideration, treatment, or advantage to any individual, business organization or group beyond that which is normally available to every other individual, business organization or group. This shall not prevent the granting of fringe benefits to Town employees as an element of their employment or as an added incentive to the securing or retention of employees;

(13) Knowingly disclose information deemed confidential by law; or

(14) Participate in any vote or decision relative to any amendment to the Town's comprehensive master plan or any change in the zoning classification of property if the officer, official, employee or a relative of the officer, official or employee has any interest in any property within 200 feet of the property which is the subject of the amendment to the Town's comprehensive master plan or on which the change in zoning classification is proposed. Further, any officer, official or employee who has any such interest in property shall be legally disqualified from participating in any vote or decision relative to the comprehensive master plan amendment or change in zoning classification.

(Ord. No. 1236, § 2, 9-16-2014)

Sec. 2-194. - Disclosure of interest.

Any officer, official or employee of the Town, including all members of Town-appointed boards, commissions and committees, who has a prohibited or substantial interest in any matter pending before the Town shall disclose such interest to other members of the Town Council, committee, commission or board of which he or she is a member, and shall refrain from further discussion of the matter; shall not be physically present when the subject is discussed in open or executive session; and shall not vote on or participate further in any such matter.

(Ord. No. 1236, § 2, 9-16-2014)

Sec. 2-195. - Service on non-Town board, committee or commission expressly allowed with permission.

Any officer, official or employee of the Town, including all members of Town-appointed boards, commissions, and committees, may serve on a non-Town board, committee, or commission with the express consent of the Town Council and such service shall not be considered prohibited under this code of ethics.

(Ord. No. 1236, § 2, 9-16-2014)

Sec. 2-196. - Penalty.

a. Any Town officer, official or employee, including all members of Town-appointed boards, commissions, and committees, knowingly violating any provision of this code of ethics shall be guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine as provided in section 1-10 of the Town of Little Elm Code of Ordinances.

b. The penalty prescribed herein shall not limit the power of the town council to discipline its members pursuant to applicable provisions of the Town Charter, this article, state statutes or other laws defining and prohibiting conflicts of interest.

c. The penalty prescribed herein shall not limit the power of the town manager to discipline those employees under the town manager's supervision pursuant to applicable provisions of the Town Charter, this article, the adopted personnel policies of the town, state statutes or other laws defining and prohibiting conflicts of interest.

(Ord. No. 1236, § 2, 9-16-2014)

Sec. 2-197. - Adoption of state statute.

Chapter 171 of the Texas Local Government Code, as amended, being the statute, which regulates

conflicts of interest of officers of municipalities in the State of Texas, it is hereby adopted and made a part of this code of ethics for all purposes, with the proviso that in case of a conflict between the provisions of this code of ethics and V.T.C.A., Local Government Code Ch. 171, the more restrictive provision shall govern.

(Ord. No. 1236, § 2, 9-16-2014)

Sec. 2-198. - Cumulative legal effect.

In its legal effect, this article is cumulative of all provisions of the Town Charter, the Town of Little Elm Code of Ordinances or federal and state statutes, laws or regulations defining and prohibiting conflicts of interest.

(Ord. No. 1236, § 2, 9-16-2014)

Secs. 2-199—2-220. - Reserved.

APPENDIX C

(Cross-reference Policy No. 4.04)

SECTION 142.0013 TEXAS LOCAL GOVERNMENT CODE

Sec. 142.0013. HOURS OF LABOR AND VACATION OF MEMBERS OF FIRE AND POLICE DEPARTMENTS IN CERTAIN MUNICIPALITIES. (a) A member of a fire or police department in a municipality with a population of more than 25,000 may not, except in an emergency, be required to be on duty more than six days in a week.

(b) A member of a fire or police department in a municipality with a population of more than 30,000 is entitled to 15 vacation days each year with pay if the member has been regularly employed in the department or departments for at least one year. The municipal officials supervising the fire and police departments shall designate the days of the week during which a member of a fire department or police department is not required to be on duty and the days during which the member can be on vacation.

(c) A fire fighter shall be granted the same number of vacation days and holidays, or days in lieu of vacation days or holidays, granted to other municipal employees, at least one of which shall be designated as September 11th.

(d) A police officer shall be granted the same number of vacation days and holidays, or days in lieu of vacation days or holidays, granted to other municipal employees.

Added by Acts 1989, 71st Leg., Ch. 1, Sec. 24(a), eff. Aug. 28, 1989.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1287 (H.B. 2113), Sec. 1, eff. September 1, 2009.

Acts 2009, 81st Leg., R.S., Ch. 1287 (H.B. 2113), Sec. 2, eff. September 1, 2009.

APPENDIX D

(Cross-reference Policy No. 2.01)

SECTION 142.0015 TEXAS LOCAL GOVERNMENT CODE

Sec. 142.0015. HOURS OF LABOR AND VACATION OF MEMBERS OF FIRE AND POLICE DEPARTMENTS IN MUNICIPALITY WITH POPULATION OF MORE THAN 10,000. (a) This section applies only in a municipality with a population of more than 10,000.

(b) A fire fighter or a member of a fire department who provides emergency medical services, other than the fire chief or the assistant chief or an equivalent classification, and who is required or permitted to work more than the number of hours that bears the same ratio to 212 hours as the number of days in the work period bears to 28 days is considered to have worked overtime. The person is entitled to be compensated for the overtime as provided by Subsection (e).

(c) A member of a fire department who does not fight fires or provide emergency medical services, including a mechanic, clerk, investigator, inspector, fire marshal, fire alarm dispatcher, and maintenance worker, other than the fire chief or the assistant chief or an equivalent classification, and who is required or permitted to average more hours in a week than the number of hours in a normal work week of the majority of the employees of the municipality other than fire fighters, emergency medical service personnel, and police officers, is considered to have worked overtime. The person is entitled to be compensated for the overtime as provided by Subsection (e).

(d) In computing the hours worked in a work week or the average number of hours worked in a work week during a work cycle of a fire fighter or other member of a fire department covered by this section, all hours are counted during which the fire fighter or other member of a fire department is required to remain on call on the employer's premises or so close to the employer's premises that the person cannot use those hours effectively for that person's own purposes. Hours in which the fire fighter or other member of a fire department is required only to leave a telephone number at which that person may be reached or to remain accessible by radio or pager are not counted. In computing the hours in a work week or the average number of hours in a work week during a work cycle of a fire fighter or a member of a fire department who provides emergency medical services, vacation, sick time, holidays, time in lieu of holidays, or compensatory time may be excluded as hours worked.

(e) A fire fighter or other member of a fire department may be required or permitted to work overtime. A fire fighter or other member of a fire department, other than the fire chief or the assistant chief or an equivalent classification, who is required or permitted to work overtime as provided by Subsections (b) and (c) is entitled to be paid overtime for the excess hours worked without regard to the number of hours worked in any one week of the work cycle. Overtime hours are paid at a rate equal to 1-1/2 times the compensation paid to the fire fighter or member of the fire department for regular hours.

(e-1) Notwithstanding Subsection (d), in a municipality with a population of one million or more that has not adopted Chapter 143, for purposes of determining hours worked, including determining hours worked for calculation of overtime under Subsection (e), all hours are counted as hours worked during which the fire fighter or member of the fire department:

(1) is required to remain available for immediate call to duty by continuously remaining in contact with the fire department office by telephone, pager, or radio; or

(2) is taking any authorized leave, including attendance incentive leave, vacation leave, holiday leave, compensatory time off, jury duty, military leave, or leave because of a death in the family.

(f) Except as provided by Subsection (g) or (j), a police officer may not be required to work:

(1) more than 40 hours during a calendar week in a municipality that:

(A) has a population of more than one million;

(B) is not subject to Section 142.0017; and

(C) has not adopted Chapter 174; or

(2) in a municipality not described by Subdivision (1), more hours during a calendar week than the number of hours in the normal work week of the majority of the employees of the municipality other than fire fighters and police officers.

(f-1) In determining whether a police officer is considered to have been required to work overtime for purposes of Subsection (f)(1), all hours are counted during which the police officer:

(1) is required to remain available for immediate call to duty by continuously remaining in contact with a police department office by telephone or by radio;

(2) is taking any authorized leave, including attendance incentive leave, vacation leave, holiday leave, compensatory time off, jury duty, military leave, or leave because of a death in the family; and

(3) is considered to have worked under Subsection (h).

(g) In the event of an emergency, a police officer may be required to work more hours than permitted by Subsection (f). An emergency is an unexpected happening or event or an unforeseen situation or crisis that calls for immediate action and requires the chief or head of the police department to order a police officer to work overtime.

(h) An officer required to work overtime in an emergency is entitled to be compensated for the overtime at a rate equal to 1-1/2 times the compensation paid to the officer for regular hours unless the officer elects, with the approval of the governing body of the municipality, to accept compensatory time equal to 1-1/2 times the number of overtime hours. For purposes of this subsection, compensable hours of work include all hours during which a police officer is:

(1) on duty on the premises of the municipality or at a prescribed workplace or required or permitted to work for the municipality, including pre-shift and post-shift activities that are:

(A) an integral part of the officer's principal activity; or

(B) closely related to the performance of the principal activity; and

(2) away from the premises of the municipality under conditions that are so circumscribed that the officer is restricted from effectively using the time for personal pursuits.

(i) Bona fide meal periods are not counted as hours worked. For a bona fide meal period, which does not include coffee breaks or time for snacks, a police officer must be completely relieved from duty. Ordinarily, 30 minutes or more is long enough for a bona fide meal period. A period shorter than 30 minutes may be long enough for a bona fide meal period under special conditions. A police officer is not relieved from duty if the officer is required to perform any duties, whether active or inactive, during the meal period.

(j) If most police officers working for a municipality sign a written waiver of the prohibition in Subsection (f), the municipality may adopt a work schedule for police officers requiring a police officer to work more hours than permitted by Subsection (f). The officer is entitled to overtime pay if the officer works more hours during a calendar month than the number of hours in the normal work month of the majority of the employees of the municipality other than fire fighters and police officers.

Added by Acts 1989, 71st Leg., Ch. 1, Sec. 24(a), eff. Aug. 28, 1989. Amended by Acts 1993, 73rd Leg., Ch. 756, Sec. 1, eff. Sept. 1, 1993.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 80 (H.B. 1562), Sec. 1, eff. May 14, 2007.

Acts 2007, 80th Leg., R.S., Ch. 229 (H.B. 1768), Sec. 1, eff. September 1, 2007.

Acts 2009, 81st Leg., R.S., Ch. 1269 (H.B. 1146), Sec. 1, eff. June 19, 2009.

APPENDIX E

(Cross-reference Policy No. 4.09)

FAMILY AND MEDICAL LEAVE ACT

The Town provides leave to eligible employees in accordance with the Family and Medical Leave Act (FMLA). Under the FMLA, eligible employees may take up to 12 weeks of job-protected leave each year for specified family and medical reasons or 26 weeks of leave to care for an injured or ill service member.

1. FMLA Leave Runs Concurrently with Other Types of Leave. FMLA leave is typically unpaid unless the absence also qualifies for paid leave under another Town policy.

1.1 Sick Leave. If an employee has any available accrued sick leave, it must be used concurrently with any available FMLA leave, provided the employee's absence is covered by the Town's sick leave policy and the employee satisfies that policy's procedural requirements.

1.2 Vacation, Comp Time, Personal Leave, Shift Swap & Holiday. If an FMLA-qualifying absence is not covered by the Town's sick leave policy, the following leave time will be applied and will run concurrently with any remaining FMLA leave: accrued vacation, comp time, personal leave, shift swap, and then holiday leave.

1.3 Disability & Workers' Comp Leave. If the employee is approved for workers' comp or short-term or long-term disability, the employee's absence from work is automatically approved for FMLA, provided they has met the FMLA's eligibility requirements. This means that workers' comp and short- and long-term disability absences will run concurrently with FMLA leave. Employees being paid either workers' comp salary benefits or short- or long- term disability benefits while on leave are not required to use accrued sick, personal, holiday, comp time or vacation leave while collecting workers' comp or disability benefits.

2. Employee Eligibility. To be eligible for FMLA leave, an employee must:

- Have worked for the Town for at least 12 months (need not necessarily be consecutive 12 months); and
- Have worked for the Town at least 1,250 hours during the 12 months before the start of the leave.

3. Qualifying Reasons for Leave. FMLA leave may only be taken for qualifying events and is limited to the time periods set out below.

3.1 Twelve Weeks of Leave. Eligible employees may take up to 12 weeks of FMLA leave in a single 12-month period (the Town uses a rolling 12-month period measured backward) for one or more of the following reasons:

- When the employee is unable to perform the functions of their job because of their own serious health condition;

- For the birth or placement of a child for adoption or foster care. FMLA leave for birth or placement for adoption or foster care must conclude within 12 months of

the birth or placement. In addition, if an employee and the employee's spouse are both employed by the Town, both are jointly entitled to a combined total of 12 work weeks of family leave for the birth or placement of a child for adoption or foster care, or to care for a parent (but not a parent-in-law) who has a serious health condition;

- To care for a spouse, child, or parent with a serious health condition; or

- A qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.

3.2 Twenty-Six Weeks of Leave. Eligible employees may take up to 26 weeks of FMLA leave in a single 12-month period to care for a covered service member (*i.e.*, the employee's spouse, child, parent, or next of kin) with a serious injury or illness incurred in the line of duty while on active duty in the Armed Forces. If an employee and the employee's spouse are both employed by the Town, both are jointly entitled to a combined total of 26 work weeks of leave during a single 12-month period.

3.3 Maximum Amount of Leave. The maximum amount of FMLA leave available is 12 weeks during a 12-month period or 26 weeks in a single 12-month period to care for an injured or ill service member even if there are multiple FMLA qualifying events.

4. Employee's Notification Responsibilities. Employees must give the Town enough information so that it can decide as to whether the employee's absence is FMLA-qualifying. If an employee fails to explain the reasons, leave may be denied. Employees must also indicate on their time records when an absence or tardy is or may be covered by FMLA. Any absence or illness that results in more than three days' absence must be reported to the FMLA Coordinator in the Town's Human Resources Department.

4.1 At Least 30 Days' Notice Required for Foreseeable Leave. Employees must provide their Department Head or the Human Resources Department with at least 30 days' notice when the need for FMLA leave is foreseeable.

4.2 Notice as Soon as Practicable for Unforeseeable or Emergency Leave. If the need for FMLA leave is not foreseeable, employees must provide their Department Head or the Human Resources Department with as much notice as practicable, in accordance with their Department's normal call-in procedures. The employee must also provide an explanation as to why they was unable to provide at least 30 days' notice of the need for leave.

4.3 Content of Notice. Employees must provide the Town with at least verbal notice and explain the reasons for the needed leave enough to allow the Town to determine if the absence is FMLA-qualifying, and the anticipated timing and duration of the leave, if known. If the employee has previously taken FMLA leave for the same reason, they must specifically reference the qualifying reason for leave or the need for FMLA leave. The Town may seek additional information from the employee, and the employee is obligated to respond to the Town's questions so the Town can determine if an absence is potentially FMLA-qualifying. The employee must notify the Town as soon as practicable if the dates of their scheduled leave change or are extended, or where initially unknown.

4.4 Compliance with Town's Call-In Procedures. Employees must comply with their Department's normal call-in procedures for reporting absences, tardiness and requesting leave, *e.g.*, contacting a specific supervisor by a certain time. Notice may be given by the employee's spokesperson only if the employee is physically unable to do so personally. Where an employee does not comply with the Town's and Department's normal call-in procedures and no unusual circumstances justify the failure to comply, FMLA-protected leave may be delayed or denied.

4.5 Consequences for Failing to Provide Required Notice. If the employee fails to timely explain the reasons for their need for leave, FMLA leave may be denied or delayed for up to 30 days. The employee may also be subject to disciplinary action in accordance with Town policy. Likewise, if an employee fails to respond to the Town's reasonable inquiries regarding a leave request, the employee may not be granted FMLA leave protection.

4.6 Scheduling Planned Medical Treatment. When an employee intends to take leave for planned medical treatment for themselves or for their spouse, child or parent, the employee is ordinarily expected to consult with their supervisor and try to schedule the treatment so as not to disrupt unduly the Town's operations, subject to the approval of the treating health care provider. This should be done prior to the scheduling of treatment to work out a treatment schedule which best suits the needs of both the employee and the Town.

4.7 Periodic Check-In While on FMLA. Employees must check in periodically with their supervisor and with the Human Resources Department regarding their status and intent to return to work. If the employee discovers that the amount of leave originally anticipated is no longer necessary, the employee must provide the Town with reasonable notice (*i.e.*, within two business days) of the changed circumstances if foreseeable.

5. Town's Responsibilities.

5.1 Human Resources Department. The Human Resources Department is responsible for the verification, approval, and notification of FMLA leave. The Human Resources Department may place an employee on FMLA leave if it determines that a qualifying event has occurred.

a. Eligibility Notice. The Human Resources Department will notify an employee of their eligibility to take FMLA within five business days (absent extenuating circumstances) of its receipt of the employee's request for FMLA leave (or from when the Town otherwise determines that an employee's absence may be FMLA-qualifying). Employee eligibility is determined (and notice will be provided) at the commencement of the first instance of leave for each FMLA-qualifying reason in the applicable 12- month period. Notification may be oral or in writing, but the Town will normally use FMLA Form #1 to provide the employee with Eligibility Notice. If an employee's eligibility status changes, the Human Resources Department will so notify the employee within five business days, absent extenuating circumstances.

b. Rights & Responsibilities Notice. The Human Resources Department will provide employees with a notice (FMLA Form #1) detailing the Town's specific expectations, the employee's obligations, and consequences to the employee of

not meeting their obligations. The Human Resources Department will provide this notice each time it provides the Eligibility Notice described above. The required certification form will accompany this notice. If any of the specific information in the Rights & Responsibilities Notice changes, the Human Resources Department will notify the employee within five business days of its receipt of the employee's first notice of need for leave after any change.

c. **Designation Notice.** When the Human Resources Department has enough information to determine if an absence is FMLA-qualifying (*e.g.*, after receiving the employee's fully completed Certification), the Human Resources Department will notify the employee in writing (FMLA Form #2) as to whether the leave will or will not be designated as FMLA. This Designation Notice will be given to the employee within five business days, absent extenuating circumstances. If the information in the Designation Notice changes, the Human Resources Department will notify the employee within five business days of the Town's receipt of the employee's first notice of need for leave after any change.

d. **Certification Forms & Other Required Documentation.** The Human Resources Department is responsible for determining the completeness and authenticity of certification forms, fitness-for-duty/return to work certifications, and for review and coordination of all other FMLA documentation required by this policy.

e. If the Town becomes aware that an employee's absence is FMLA-qualifying, it may designate the absence as FMLA-protected, even in the absence of an employee request.

5.2 **Supervisors & Department Heads**. So that the Human Resources Department can meet the notice deadlines required by the FMLA, supervisors must immediately notify both their Department Head and the Human Resources Department if they have reason to believe an employee's absence is due to an FMLA-covered reason. Supervisors must make this report even if the employee is using paid time off to cover the absence, *e.g.*, sick leave, comp time, vacation, holiday, workers' comp, short- or long-term disability, or a trade with another employee. Supervisors and Department Heads must report to Human Resources any time an employee misses work for more than three days because of their own illness or injury or that of a spouse, child, or parent. Supervisors, it is important to remember that under the FMLA, an employee requesting paid or unpaid leave for an absence covered by the FMLA is not required to expressly mention FMLA. If the employee states a reason that qualifies for FMLA leave, the employee will likely have met the FMLA's notice requirements. When an employee submits a leave/absence from indicating an FMLA absence, the form must be sent to the Human Resources Department immediately.

6. **Medical Certifications and Other Required Documentation.** In all instances in which the Town requests a certification from an employee, it is the employee's responsibility to provide the Human Resources Department with a complete and enough certification; failure to do so may result in the denial or delay of FMLA leave.

6.1 **Certification.** An employee must provide the Human Resources Department with a complete and enough medical certification supporting the need for FMLA leave due to a serious health condition affecting the employee (FMLA Form #3), their spouse, child, or parent (FMLA Form #4), or due to the serious injury or illness of a covered service member

(FMLA Form #5). The required medical certification forms are available from the Human Resources Department. The certification must set forth the beginning and expected ending dates of the leave. In the case of intermittent leave, the certification must also provide the dates and duration of the treatments necessitating the intermittent leave. The employee is responsible for any expenses associated with providing the Town with a required certification. The employee must turn in the required certification to the Human Resources Department within 15 days after it is requested, unless not practicable under the circumstances.

6.2 Second & Third Opinions. In some cases, the Town may require a second or third medical opinion (at the Town's expense). The Town will not require second or third opinions in the case of leave to care for a covered service member.

6.3 Recertification. Employees may be asked to periodically recertify the need for FMLA.

The Town will not, however, require second or third opinions in the case of leave to care for a covered service member. The recertification must be provided within 15 days or as soon as practicable under the facts and circumstances. The employee is responsible for any expenses associated with providing the Town with any required recertification.

a. **30-day rule.** The Town will request recertification no more than every 30 days and only in connection with an absence by the employee unless paragraphs b or c below applies.

b. **More than 30 days.** If the certification indicates that the minimum duration of the condition is more than 30 days, the Town will wait until that minimum duration expires before requiring a recertification, unless paragraph c below applies. If the minimum duration of a serious health condition extends beyond six months, the Town may nevertheless request a recertification every six months in connection with an employee's absence.

c. **Less than 30 days.** The Town may request recertification in less than 30 days if the employee requests an extension of leave, circumstances described by the previous certification have changed significantly (*e.g.*, the duration or frequency of the absence, the nature or severity of the illness, complications, a pattern of unscheduled absences), or the Town receives information that casts doubt upon the employee's stated reason for the absence or the continuing validity of the certification.

d. **Annual Medical Certifications.** If a serious health condition lasts beyond a single leave year, the Town may require the employee to provide a new medical certification in each subsequent leave year.

6.4 Fitness-for-Duty/Return to Work Certification. Employees must submit a "fitness-for-duty" certification before they can return to work if FMLA leave is a result of the employee's own serious health condition, and it will be stated in the Designation Notice. (The Town may provide an FMLA form for this purpose.) The fitness for duty/return to work certification must specifically address the employee's ability to perform their essential job functions set out in the Town's Designation Notice and attached job description, but is limited to the health condition

that caused the employee's need for FMLA leave. The employee is responsible for any expenses associated with providing the Town with a required fitness for duty/return to work certification and is not entitled to be paid for the time or travel costs spent in acquiring the certification. The Human Resources Department (or other DOL authorized person) may contact the employee's health care provider for purposes of clarifying and authenticating the fitness-for-duty/return to work certification; the Town will not delay the employee's return to work while such contact with the health care provider is being made. The Town will not require second or third opinions of fitness-for-duty certifications. An employee who fails to timely provide the Town with this certification will not be allowed to return to work; an employee who does not provide the required fitness-for-duty certification or request additional FMLA leave is no longer entitled to reinstatement and may be terminated.

While the Town will not require a fitness-for-duty certification to return to duty for each absence taken on intermittent or reduced leave schedule, it will require such a certification up to once every 30 days if reasonable safety concerns (*i.e.*, a reasonable belief of significant risk of harm to the employee or others) exist as to the employee's ability to perform their duties, based on the serious health condition for which the employee took leave.

6.5 Failure to Provide Certifications & Deficient Certifications. If an employee fails to provide a required certification within 15 days after the Town requests it, the Town may deny leave until the certification is provided. If the employee never produces the certification or recertification, the employee is not eligible for FMLA protections. If the certification is incomplete or insufficient, the Human Resources Department will notify the employee, in writing, and advise the employee what additional information is required. The Town will provide the employee with seven additional days to cure any deficiency. If the deficiencies are not cured with the seven-day deadline, the Town may deny the taking of FMLA leave. The Human Resources Department (or other DOL authorized person) may contact the health care provider for purposes of clarification and authentication after giving the employee the opportunity to cure any deficiencies.

6.6 Documenting Family Relationships. If an employee elects to take FMLA leave to care for a qualifying family member or to care for a covered service member, the employee may be required to provide reasonable documentation confirming the family relationship.

7. Certifications for Qualified Exigency Leave.

7.1 Active Duty Orders. The first time an employee requests leave because of a qualifying exigency arising out of the active duty or call to active duty status of a covered military member, the employee must provide a copy of the covered military member's active duty orders or other documentation issued by the military which indicates that the covered military member is on active duty or call to active duty status in support of a contingency operation, and the dates of the active duty service.

7.2 Certification Form. The employee must complete and submit to the Human Resources Department the appropriate certification form (FMLA Form #6) in support of their need for leave. This form must usually be turned in within 15 days after the Town requests it.

7.3 Verification. If the qualifying exigency involves meeting with a third party, the

Human Resources Department (or other DOL authorized person) may contact the individual or entity with whom the employee is meeting for purposes of verifying a meeting or appointment, and the nature of the meeting. The Town may also contact an appropriate unit of the Department of Defense to request verification of active duty or call to active duty status.

7.4 Denial or Delay of Leave. Exigency leave may be delayed or denied if the employee fails to turn in the required certification within 15 days. If the certification is incomplete or insufficient, the Human Resources Department will notify the employee, in writing, and advise the employee what additional information is required. The Town will provide the employee with seven additional days to cure any deficiency. If deficiencies are not cured with the seven- day deadline, the Town may deny the taking of FMLA leave.

8. Intermittent & Reduced Leave Schedule. An eligible employee may take FMLA leave on an intermittent or reduced schedule basis only if medically necessary, because of a qualifying exigency, for planned medical treatment, or as otherwise approved by the Department Head.

8.1 Notice. The employee must inform the Town of the reasons why the intermittent or reduced leave schedule is medically necessary and of the schedule for treatment if necessary.

8.2 Scheduling Planned Medical Treatment. When an employee intends to take leave for planned medical treatment for themselves or for their spouse, child or parent, the employee is ordinarily expected to consult with their supervisor and try to schedule the treatment so as not to disrupt unduly the Town's operations, subject to the approval of the treating health care provider. This should be done prior to the scheduling of treatment to work out a treatment schedule which best suits the needs of the both the employee and the Town.

8.3 Temporary Transfer. The Town may temporarily transfer the employee to an alternative position (with equivalent pay and benefits, but not necessarily equivalent duties) to better accommodate an employee's intermittent or reduced leave schedule.

8.4 Minimum Increments. Intermittent leave will be counted in increments no greater than the shortest period used by the Town to account for use of other types of leave, up to a maximum increment of one hour.

8.5 Exempt Employees. Exempt employees using unpaid intermittent or reduced schedule FMLA leave may be docked for absences of less than a day without jeopardizing their exempt status under the Fair Labor Standards Act (FLSA). This special exception to the "salary basis" requirement for the FLSA's exemptions extends only to an eligible employee's use of leave required by the FMLA.

9. Benefits During FMLA Leave.

9.1 Group Health Insurance. During any period of FMLA leave, the Town will continue to pay its portion, if any, of any group health insurance coverage for the employee on the same terms as if the employee had continued to work. Where applicable, the employee must timely pay his or her share of health insurance premiums while on FMLA leave. The Town will advise the employee of the terms and conditions for making such

payments. Failure to pay premiums in a timely manner will result in cancellation of group health coverage. The Town mayrecover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave, unless the employee is unable to return due to a serious health condition, the serious injury or illness of a covered service member, or another reason beyond the employee's control. Medical certification is required under such circumstances.

9.2 Other Benefits. The employee's use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of the employee's leave, and seniority will not be affected. However, benefit accruals, such as vacation and sick leave, will be suspended during any unpaid leave.

9.3 Holidays. When an employee takes a full work week of FMLA leave and a holiday occurs within the week, the week is counted as a full week of FMLA leave. If, however, an employee uses FMLA in increments of less than a week, the intervening holiday does not count against the employee's FMLA entitlement unless the employee was otherwise scheduled and expected to work on the holiday.

9.4 TMRS. Employee contributions to TMRS may be made on a voluntary basis through a special arrangement with the Town while an employee is in a leave without pay status. It is the employee's responsibility to initiate such an arrangement by timely contacting the Town's Human Resources Department and completing the necessary paperwork.

10. Job Restoration After FMLA Leave. Upon return from FMLA leave, an employee will normally be restored to their original job or to an equivalent job with equivalent pay, benefits, and other terms and conditions. An employee, however, has no greater right to reinstatement than if they had been continuously employed during the period of FMLA leave. Further, the Town may delay restoration to employees who fail to timely provide a fitness-for-duty certification to return to work.

10.1 Key Employees. Under certain circumstances the Town is not required to reinstate "key" employees. Certain highly compensated key employees may be denied reinstatement when necessary to prevent "substantial and grievous economic injury" to the Town's operations. A "key" employee is a salaried eligible employee who is among the highest paid 10 percent of employees within 75 miles of the worksite. An employee will be notified of their status as a key employee, when applicable, after requesting FMLA leave.

11. Other Employment During FMLA Prohibited. Under no circumstances may an employee on FMLA leave, sick leave, disability leave, or workers' compensation leave engage in outside employment unless expressly authorized in writing in advance by the Department Head and Town Manager.

12. Fraud. An employee who fraudulently obtains FMLA leave is not protected by the FMLA's job restoration or maintenance of health benefits provisions. Further, an employee who commits fraud will likely be terminated from Town employment.

13. FMLA Statute and DOL Regulations. More detailed provisions and definitions of some of the terms used in this policy are set out in the Act and in the DOL's regulations. This policy is intended to explain benefits available to eligible employees under the FMLA. It is not intended to

create any rights to leave beyond those created by the FMLA. If additional information is needed on the FMLA, please contact the Human Resources Department. The Town will refer to the Act and the applicable DOL regulations in carrying out this policy, as well as any relevant court interpretations and decisions. This policy does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement, which provides greater family or medical leave rights. When an employee gives notice of the need for FMLA leave, the employee will be given additional information as to their rights and responsibilities under the FMLA. In addition, employees may contact the nearest office of the U.S. Department of Labor's Wage & Hour Division or the Department of Labor's website for more information.

14. Mandatory Reporting of Improper Handling of FMLA. Employees must immediately report, in writing, to their Department Head or the Human Resources Department, the following so that the Town can investigate and respond appropriately:

- Any interference with, restraint or denial of the employee's right to take FMLA or any rights protected by the FMLA or this policy.
- Any discrimination or perceived acts of discrimination against the employee for any right protected by the FMLA or this policy.
- Any refusal by a supervisor to authorize FMLA leave, or attempt to discourage an employee from taking FMLA leave.
- Any attempt to avoid the Town's FMLA responsibilities.
- Discrimination or retaliation against an employee for exercising or attempting to exercise FMLA rights.
- Discrimination or retaliation against an employee for opposing or complaining about any unlawful practice under the Act or this policy

15. Definitions. More detailed definitions of some of the terms used in this policy are set out in the Act and in the DOL's regulations.

15.1 12-Month Period for Covered Service Members. The 12-month leave period for calculating leave to care for a covered service member with a serious injury or illness is the 12- month period measured forward from the date an employee's first FMLA leave to care for the covered service member begins. During this 12-month period, the maximum FMLA leave an employee may take – for any qualifying reason – is limited to a combined total of 26 weeks.

15.2 12-Month Period for All Other FMLA Leave. To determine eligibility for all other leave, the Town uses a rolling 12-month period measured backward from the date of any FMLA leave.

15.3 Health Care Provider (HCP). Means a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or any other person determined by the Secretary of Labor to be capable of providing health care services.

15.4 Next of Kin of a Covered Service Member. Means the nearest blood relative other than the covered service member's spouse, parent, or child in the priority established by the DOL.

15.5 Incapacity. Means the inability to work, attend school, or perform other regular daily activities.

15.6 Serious Health Condition. For purposes of this policy, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

15.6.1. **Inpatient care.** An overnight stay in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or

15.6.2. **Continuing treatment by a health care provider (HCP).** Includes one or more of the following:

a. **Incapacity & Treatment.** A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves treatment: (i) two or more times (within 30 days of the first day of incapacity, unless extenuating circumstances exist), by a HCP or under direct supervision of, under orders of, or on referral by, a HCP, or (ii) by a HCP on at least one occasion which results in a regimen of continuing treatment under supervision of the HCP. The first (or only) in-person treatment visit must take place within 7 days of the first day of incapacity.

b. **Pregnancy & Prenatal care.** Any period of incapacity due to pregnancy, or for prenatal care;

c. **Chronic Conditions.** Any period of incapacity or treatment for such incapacity due to a chronic serious health condition which (i) requires periodic visits (at least twice a year) for treatment by, or under the direct supervision of an HCP, or (ii) continues over an extended period (including recurring episodes of a single underlying condition); and (iii) may cause episodic rather than a continuing period of incapacity *(e.g.*, asthma, diabetes, epilepsy, etc.);

d. **Permanent or Long-Term Conditions.** A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective (*e.g.*, Alzheimer's, a severe stroke, or the terminal stages of a disease);

e. **Conditions Requiring Multiple Treatments.** Any period of absence to receive multiple treatments (including any period of recovery there from) by, or under the supervision of, under orders of, or on referral by, a HCP either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days in the absence of medical intervention or treatment (*e.g.*, chemo or radiation for cancer, physical therapy for severe arthritis, or dialysis for kidney disease).

Unless complications arise, the common cold, the flu, earaches, upset stomach, minor ulcers; headaches (other than migraines), routine dental or orthodontia problems, and periodontal disease are not serious health conditions. In addition, routine physicals, eye examinations, and dental examinations are not considered treatment.

15.7 Qualifying Exigency. This term includes issues arising from short-term deployments of seven or less calendar days prior to the date of the deployment; military events and related activities such as official ceremonies and programs sponsored by the military and to attend family support or assistance programs and informational briefings; childcare and school activities; financial and legal arrangements; counseling; rest and recuperations; post-deployment activities; and additional activities arising out of the covered military member's active duty or call to active duty status if the employee and the Town agree that such leave qualifies as an exigency, and agree to both the timing and duration of the leave.

APPENDIX F

(Cross-reference Policy No. 5.13)

TUITION REIMBURSEMENT PROGRAM

The Town of Little Elm offers an educational assistance program to regular Full-Time employees under Section 127 of the Internal Revenue Code (IRC 127), which covers employer-provided education assistance programs. Under IRC 127 an employer may exclude qualified expenses from an employee's gross income, up to a maximum dollar amount per calendar year. This plan is for exclusive benefit of employees of the Town of Little Elm to provide such employees with educational assistance. The purpose of the educational assistance program is to broaden the knowledge of employees in their fields and/or to provide an avenue for career development. The Human Resources Director will administer the program and review all reimbursement applications. This program is contingent upon annual appropriation of funds and is subject to change at any time.

Tuition reimbursement is limited to annual budgetary appropriation. Applications will be accepted on a first come first serve basis and will be granted up until the budgetary appropriation is expended. If there are any additional applications that were not funded due the appropriation being expended, those employee names will be placed at the top of list to apply for reimbursement for their next classes.

1. Eligibility Requirements

This program is available to employees who wish to voluntarily pursue educational advancement. It does not cover professional licensing and professional development seminars. Any course, training, licensing, or certification that is required by the Town may be covered where budgeted in the department's professional development funds. All regular (completed and signed off probationary period), Full-Time (40 hour per week) employees are eligible for the tuition reimbursement program. Employees must have successfully completed their probationary period before applying.

All courses reimbursed under this program must be taken on the employee's own time. When there is a conflict between classes and the employee's job responsibilities, the job responsibility must come first.

Employees must attain a course grade equivalent to a "C" or better ("pass" in pass/fail) in each course to be eligible for reimbursement. Reimbursement will not be provided for classes not completed successfully.

2. Reimbursement

To be eligible for reimbursement, the employee must obtain a tuition reimbursement packet from the Human Resources Department. If this is the first time applying, the employee must submit a degree plan along with the Tuition Reimbursement Program Application. Applications will not be accepted unless the employee has submitted an individualized degree plan. All levels of approval must be obtained prior to the first day of class. Within forty-five (45) calendar days of successful completion of the course or courses, the employee must present grade transcripts and paid receipts reflecting amounts paid. The Town will reimburse up to fifty percent (50%) of tuition and required fees not to exceed that which would be payable at University of North Texas resident

tuition. A grade of C or better is required to qualify for reimbursement. Maximum benefit any employee can receive from this program is $3000 per fiscal year.

3. Repayment Obligations

If an employee who has received a tuition reimbursement terminates Town employment within 12 months from the date the course work is completed, the amount of tuition reimbursement received shall be repaid in a single payment to the Town which may be withheld from the employee's final paycheck.

If a separation of service or termination of employment occurs (voluntary or involuntary) and a repayment amount is owed by the employee, and the employee does not otherwise repay the amount, the employee agrees to have the repayment amount deducted from the employee's paychecks that are issued after the termination decision occurs.

4. Application Procedures

1. Obtain a tuition reimbursement packet from the Human Resources Department.

2. Fill out the *Tuition Reimbursement Program Application* form and obtain any required approvals.

3. Attach a school-approved degree plan for degree program reimbursement categories. ***If this is the first term in a new degree plan, you must submit the degree plan with your application.*** If an individualized plan cannot be submitted, you must submit a recommended plan (i.e., course catalog recommendations) or a letter of approval from the school stating that the courses you have chosen will fulfill requirements under your plan. Applications requesting reimbursement for upper level courses will not be considered unless you have submitted an individualized degree plan.

4. Attach a copy of the tuition receipt, a copy of the school's current tuition schedule, and your current class schedule to the application.

5. You must turn in the completed application form and all required attachments to the Human Resources Department **prior** to the class start date. **Incomplete applications and applications received late will not be approved.**

6. The request will be approved or denied by the Human Resource Director. You will receive a memo notifying you of the status of your request within 30 days of receipt of your application.

After Course Completion

7. To be considered for reimbursement, the employee must submit an official grade report within 45 days of the last day of class. Alternate methods of grade verification may be submitted along with the *Grade Verification* form. Confirmation by any acceptable means other than an official grade report will allow the employee to receive a reimbursement funds as soon as possible, however an official grade report must be submitted to Human Resources before subsequent courses will be reimbursed.

8. The *Tuition Reimbursement Service Agreement* form must be signed at or before reimbursement. **Requests for reimbursement received more than 45 days after the last day of class, and those without an application on file will not be honored.**

It is your responsibility to complete all the required forms and to provide all information necessary for each application. It is also your responsibility to submit this information in a timely manner to receive consideration, both by the Department Director and the Human Resources Director.

5. Special Considerations

a. The Town will not pay the cost of tuition and mandatory fees which are paid in full or part by other sources, such as scholarships, grants, and veterans' programs, U.S. Military Reserve, Peace Officer and Firefighter exemptions, aid programs or other subsidies.

b. Paying overtime to the employee, or to another employee, to accommodate courses is not permitted for the purposes of this program.

Reminder: ***It is your responsibility to complete all steps of the process within the specified deadlines. This includes Department Director approval and the time constraints placed on the Initial Application and on the deadline for submission of an official grade report. The Human Resources Department will not be responsible for notifying the employee of deadline dates. Any required documentation or forms not submitted within the stipulated time frame will not be reimbursed.***

Town of Little Elm

Tuition Reimbursement Program Application

Name:_____
Last First Middle

Address:_____
Street City State Zip Phone

Employee Info:_____
Date of Hire Position Title Department

College Tuition -- Degree Program
_____1. Associate Degree
_____2. Bachelor Degree
____ 3. Master Degree
_____4. Doctoral Degree

Do you have a current degree plan on file with the Human Resources Department? Yes_____No_____
Are all courses for which you are requesting reimbursement on your current degree plan? Yes____ No____

If you are applying under a degree program, ***you must have a current degree plan on file****. If your degree plan changes, you must submit a new degree plan. If an individualized plan cannot be submitted, you must submit a recommended plan (i.e., course catalog recommendations) or a letter of approval from the school stating that the courses you have chosen fall under your plan.*

Tuition reimbursement is offered for both undergraduate and graduate courses that are related to the employee's job, or is in preparation for promotion to an applicable position within the Town. Please explain how these courses are applicable:

_____
_____
_____

School and Course Information

School Name:_____
Address:_____
Street City State Zip Phone

Course Info: _____
(attach schedule) Course # Course Name Start Date # Credit Hours

_____
Course # Course Name Start Date # Credit Hours

_____
Course # Course Name Start Date # Credit Hours

Tuition Information:_____
Cost Required Fees Total Cost **(attach receipt)**

Have you attached a copy of your itemized tuition receipt, current tuition schedule, and class schedule? Yes____No ____

Are any of your courses offered **only** during your scheduled work hours? Yes _____ No ____

Will you receive financial assistance for your courses from other sources? Yes _____ No _____ If yes, please specify the source(s):_____Amount:_____

I hereby certify that the information provided in this application is accurate. I understand that reimbursement is subject to the terms and conditions of the Town of Little Elm Tuition Reimbursement Program.

_____
Applicant Signature Date

	Approved:	Disapproved:	Date:
Department Director:			
Director of Human Resources:			

Town of Little Elm Tuition Reimbursement Grade Verification*

Name:_____
Last First Middle

Date Course(s) Completed:_____
Date Term/Year

_____Attached is the official grade report

_____Attached is alternate documentation to verify grades by means other than an official grade report, or,

_____The employee has met with a Human Resources Director to verify grades by means other than an official grade report.

Documentation Source:_____

***Please note:* Confirmation by any acceptable means other than an official grade report will allow the employee to receive a reimbursement check as soon as possible, however an official grade report must be submitted to Human Resources as documentation before a subsequent course will be reimbursed.**

_____

Employee Signature **Print Name** **Date**

Human Resources Verification_____
Signature

APPENDIX G

(Cross-reference Policy No. 5.14)

Education, Certification, and Specialty Pay

It is the policy of the Town to encourage its employees to participate in advanced training. Additional training is important to the employees and is an overall benefit to the operation of the Town. Levels of training and certification for that training should be recognized. It is the employee's responsibility to notify Human Resources when a certificate or education level is earned. It is the intent of this policy to formally establish criteria by which compensation for certificates may be given. Education and certification pay shall be available to Full-Time employees and must not be a minimum requirement for their position, but may be listed as preferred. Employees who are selected to be a member of a specialized unit are eligible for specialty pay.

Total of all certification(s), academic degree(s) and professional registration shall not exceed $250.00 per month.

Education

Associates	$50
Bachelors	$100
Masters	$150

Certification – Fire

Intermediate	$50
Advanced	$100
Master	$150
Investigator	$100
Inspector	$100

Certification – Police

Intermediate	$50
Advanced	$100
Master	$150
Bilingual – Written	$100
Bilingual – Spoken	$25
Accident Investigator	$100
Crime Investigator	$100
Detectives – Plain Clothes Clothing Allowance	$50

Specialty

SWAT	$25
Hostage Negotiation	$25
Accident Reconstruction	$25
Paramedic Preceptor	$25

APPENDIX H

(Cross-reference Policy No. 6.04)

Chapter 52 Sec. 52.061 TEXAS LABOR CODE

SUBCHAPTER G. RESTRICTIONS ON PROHIBITING EMPLOYEE TRANSPORTATION OR STORAGE OF CERTAIN FIREARMS OR AMMUNITION

Sec. 52.061. RESTRICTION ON PROHIBITING EMPLOYEE ACCESS TO OR STORAGE OF FIREARM OR AMMUNITION. A public or private employer may not prohibit an employee who holds a license to carry a handgun under Subchapter H, Chapter 411, Government Code, who otherwise lawfully possesses a firearm, or who lawfully possesses ammunition from transporting or storing a firearm or ammunition the employee is authorized by law to possess in a locked, privately owned motor vehicle in a parking lot, parking garage, or other parking area the employer provides for employees.

Added by Acts 2011, 82nd Leg., R.S., Ch. 1058 (S.B. 321), Sec. 1, eff. September 1, 2011.

Amended by: Acts 2015, 84th Leg., R.S., Ch. 437 (H.B. 910), Sec. 30, eff. January 1, 2016.

Sec. 52.062. EXCEPTIONS. (a) Section 52.061 does not:

(1) Authorize a person who holds a license to carry a handgun under Subchapter H, Chapter 411, Government Code, who otherwise lawfully possesses a firearm, or who lawfully possesses ammunition to possess a firearm or ammunition on any property where the possession of a firearm or ammunition is prohibited by state or federal law; or

(2) Apply to:

(A) A vehicle owned or leased by a public or private employer and used by an employee in the course and scope of the employee's employment, unless the employee is required to transport or store a firearm in the official discharge of the employee's duties;

(B) A school district;

(C) An open-enrollment charter school, as defined by Section 5.001, Education Code;

(D) A private school, as defined by Section 22.081, Education Code;

(E) Property owned or controlled by a person, other than the employer, that is subject to a valid, unexpired oil, gas, or other mineral lease that contains a provision prohibiting the possession of firearms on the property; or

(F) Property owned or leased by a chemical manufacturer or oil and gas refiner with an air authorization under Chapter 382, Health and Safety Code, and on which the primary business conducted is the manufacture, use, storage, or transportation of hazardous, combustible, or explosive materials, except in regard to an employee who holds a license to carry a handgun under Subchapter H, Chapter 411, Government Code, and who stores a firearm or ammunition the employee is authorized by law to possess in a locked, privately owned motor vehicle in a parking lot, parking garage, or other parking area the employer provides for employees that is outside of a secured and restricted area:

(i) That contains the physical plant;

(ii) That is not open to the public; and

(iii) The ingress into which is constantly monitored by security personnel.

(b) Section 52.061 does not prohibit an employer from prohibiting an employee who holds a license to carry a handgun under Subchapter H, Chapter 411, Government Code, or who otherwise lawfully possesses a firearm, from possessing a firearm the employee is otherwise authorized by law to possess on the premises of the employer's business. In this subsection, "premises" has the meaning assigned by Section 46.035(f)(3), Penal Code.

Added by Acts 2011, 82nd Leg., R.S., Ch. 1058 (S.B. 321), Sec. 1, eff. September 1, 2011.

Amended by: Acts 2015, 84th Leg., R.S., Ch. 437 (H.B. 910), Sec. 30, eff. January 1, 2016.

APPENDIX I

(Cross-reference Policy No. 6.06)

SECTION 180.001 TEXAS LOCAL GOVERNMENT CODE

Section 180.001

(a) An individual commits an offense if the individual coerces a police officer or a fire fighter to participate or to refrain from participating in a political campaign.

(b) An offense under this section is a misdemeanor and is punishable by a fine of not less than $500 or more than $2,000, confinement in the county jail for not more than two years, or both a fine and confinement.

Acts 1987, 70th Leg., Ch. 149, Sec. 1, eff. Sept. 1, 1987.

APPENDIX J

(Cross-reference Policy No. 6.11)

SECTIONS 614.021-023 TEXAS GOVERNMENT CODE

Sec. 614.021. APPLICABILITY OF SUBCHAPTER. (a) Except as provided by Subsection (b), this subchapter applies only to a complaint against:

(1) A law enforcement officer of the State of Texas, including an officer of the Department of Public Safety or of the Texas Alcoholic Beverage Commission;

(2) A fire fighter who is employed by this state or a political subdivision of this state;

(3) A peace officer under Article 2.12, Code of Criminal Procedure, or other law who is appointed or employed by a political subdivision of this state; or

(4) A detention officer or county jailer who is appointed or employed by a political subdivision of this state.

(b) This subchapter does not apply to a peace officer or fire fighter appointed or employed by a political subdivision that is covered by a meet and confer or collective bargaining agreement under Chapter 143 or 174, Local Government Code, if that agreement includes provisions relating to the investigation of, and disciplinary action resulting from, a complaint against a peace officer or fire fighter, as applicable.

Added by Acts 1993, 73rd Leg., Ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by: Acts 2005, 79th Leg., Ch. 507 (H.B. 639), Sec. 1, eff. September 1, 2005.

Sec. 614.022. COMPLAINT TO BE IN WRITING AND SIGNED BY COMPLAINANT. To be considered by the head of a state agency or by the head of a fire department or local law enforcement agency, the complaint must be:

(1) In writing; and

(2) Signed by the person making the complaint.

Added by Acts 1993, 73rd Leg., Ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by: Acts 2005, 79th Leg., Ch. 507 (H.B. 639), Sec. 1, eff. September 1, 2005.

Sec. 614.023. COPY OF COMPLAINT TO BE GIVEN TO OFFICER OR EMPLOYEE. (a) A copy of a signed complaint against a law enforcement officer of this state or a fire fighter, detention officer, county jailer, or peace officer appointed or employed by a political subdivision of this state shall be given to the officer or employee within a reasonable time after the complaint is filed.

(b) Disciplinary action may not be taken against the officer or employee unless a copy of the signed complaint is given to the officer or employee.

(c) In addition to the requirement of Subsection (b), the officer or employee may not be indefinitely suspended or terminated from employment based on the subject matter of the complaint unless:

(1) The complaint is investigated; and

(2) There is evidence to prove the allegation of misconduct.

Added by Acts 1993, 73rd Leg., Ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by: Acts 2005, 79th Leg., Ch. 507 (H.B. 639), Sec. 1, eff. September 1, 2005.

APPENDIX K

(Cross-reference Policy No. 7.01)

TOWN CHARTER

CHAPTER ONE
INCORPORATION AND BOUNDARIES

SECTION 1.01 INCORPORATION

All inhabitants of the Town of Little Elm, Denton County, Texas, as the boundaries and limits of said Town have heretofore been established and now exist, or may hereafter be established, shall constitute a municipal body politic incorporated under and known by the name "Town of Little Elm" with such powers, rights, duties, privileges, and immunities as are herein provided.

SECTION 1.02 BOUNDARIES AND LIMITS

The boundaries and limits of the Town of Little Elm shall be those as established and described in ordinances duly passed by the Town Council of the Town of Little Elm in accordance with state law. The Town Secretary shall always keep a correct and complete description and official map of the Town's boundaries on file, with recent annexations and disannexations being shown on said map.

SECTION 1.03 ANNEXATIONS AND DISANNEXATIONS

The Town may from time to time alter its boundaries by annexing or disannexing territory in any size or shape desired in any manner provided by state law, with or without consent of the owners of such territory or the inhabitants thereof. Any additional territory annexed to the Town shall be a part of the Town for all purposes, and the property situated therein shall bear its pro rata part of the taxes levied by the Town as provided by state law. The inhabitants thereof shall be entitled to all rights and privileges of all residents and shall be bound by the acts, ordinances, and resolutions of the Town. Whenever, in the opinion of the Town Council, there exists within the corporate limits of the Town any territory, either inhabited or uninhabited, not suitable, or necessary for Town purposes, or upon a petition signed by a majority of the qualified voters residing in said inhabited territory, the Council may, upon a public hearing and by ordinance duly passed, discontinue said territory as part of the Town. The Town shall comply with all applicable procedural rules and notice requirements set forth in state law.

CHAPTER TWO
FORM OF GOVERNMENT AND POWERS

SECTION 2.01 FORM OF GOVERNMENT

Municipal government for the Town of Little Elm shall be a "council-manager government." Except as otherwise provided by this Charter and the Constitution and laws of the State of Texas, all powers conferred on the Town shall be exercised by a Town Council to be composed of a Mayor and six (6) Council Members in places 1, 2, 3, 4, 5 and 6 elected by qualified voters for a term of three (3) years, with the exception of Council Members in places 2, 3, 4 and 5, which shall be elected by the qualified voters of each of the respective Council districts as provided for in Chapter 3. The Mayor and Council Members in places 1 and 6 shall be elected by the qualified voters of the Town at-large. Beginning with the election in May, 2020, place 1 shall be for a term of two (2) years until the election in May, 2022, after which time place 1 shall be for a term of three (3) years from that election going forward. Beginning with the election in May, 2021, place 5 shall be for a term of two (2) years until the election in May, 2023, after which time place 5 shall be for a term of three (3) years from that election going forward.

SECTION 2.02 POWERS OF THE TOWN

The Town of Little Elm shall be a Home Rule Town under the Constitution and laws of the State of

Texas and shall have all powers, functions, rights, privileges and immunities of every kind and nature granted to a Home Rule Town under Article XI, Section 5, of the Constitution of the State of Texas, known as the Home Rule Amendment, and all other laws passed by the Legislature of the State of Texas relating thereto, or which may hereafter be passed by said Legislature in relation to such matters including, but not limited to, the following powers:

(1) To assess, levy, and collect taxes for general and special purposes on all lawful subjects of taxation.

(2) To fix and regulate the rates of gas, water, electricity, and other utilities, and to regulate and fix the fares, tolls, and charges of local telephones and exchanges, public carriers and motor vehicles where they are transporting passengers, freight or baggage, and generally to fix and regulate the rates, tolls, or charges and the kind of service of all public utilities of every kind, unless otherwise required by state law.

(3) To sue and be sued, to contract and be contracted with, to buy, sell, lease, mortgage, hold, manage, and control such property as its interests require.

(4) To make and enforce all police, health, sanitary and other regulations, and pass such ordinances as may be expedient for maintaining and promoting the peace, good government and welfare of the Town, for the performance of the functions thereof, for the order and security of its inhabitants, and to protect the peace, lives, health, and property of such inhabitants, and to provide suitable penalties for the violation of any ordinance enacted by the Town.

(5) To borrow money on the faith and credit of the Town by the issue or sale of bonds, warrants, certificates of obligation, notes or other securities authorized by the laws of the State of Texas.

(6) To acquire, by purchase, gift or devise, or by the exercise of the right of condemnation, and own, in fee simple or otherwise, either public or private property located inside or outside of the corporate limits of the Town, for the extension, improvement and enlargement of its waterworks system, including riparian rights, water supply reservoirs, stand pipes, watersheds, dams, the laying, building, maintenance and construction of water mains, rights-of-way in connection therewith, and the laying, erection, establishment or maintenance of any necessary appurtenance or facilities which will furnish to the inhabitants of the Town an abundant supply of wholesome water; for sewerage plants and systems; right-of-way for water and sewer lines; parks, playgrounds, fire stations, police stations, incinerators or other garbage disposal plants; streets, boulevards, and alleys or other public ways; municipal buildings, garages and parking facilities, or any rights-of-way needed in connection with any property used for any purpose hereinabove named; for the straightening or improving of the channel of any stream, branch or drain or for any other municipal purpose.

(7) To institute and prosecute suits without giving security therefore, and appeal from judgments of the courts without giving supersedeas or cost bonds, other bonds or security whatever.

(8) To have the exclusive right to erect, own, maintain and operate a waterworks and sanitary system for the use of said Town and its inhabitants and to regulate the same, including the right to prescribe rates for water and sanitary sewer services, and to make such rules and regulations as the Town Council may deem expedient, including the power to extend water and sanitary sewer lines and assess a portion or all of the cost therefore and affix a lien against the property and the owner thereof, and do anything whatsoever necessary to operate and maintain said waterworks and to compel the owners of all property and the agents of such owners to pay all charges for water and sanitary sewer services furnished.

(9) To acquire property within or without its boundaries or within boundaries of other

municipalities for any public purpose, in fee simple or lesser interest or estate, by purchase, gift, devise, lease or condemnation when necessary or desirable to carry out any of the powers conferred upon it by this Charter or by the Constitution and the laws of the State of Texas.

(10) To lay out, open, close, establish, alter, widen, lower, extend, grade, supervise, maintain, and improve streets, alleys, and parks, and to regulate the use thereof and require removal of all obstructions or encroachments of every nature and character upon said public streets, sidewalks or other public property.

(11) To create offices, determine the method for selection of officers, and prescribe the qualifications, duties, and tenure of office for officers.

(12) To appropriate the money of the Town for all lawful purposes to create, provide for, construct, regulate and maintain public works, public improvements of any nature, economic development and to furnish municipal services as may be provided by resolution or ordinance of the Town Council, or as required by law.

SECTION 2.03 POWERS - GENERAL

The enumeration of particular powers in the Charter shall not be held or deemed to be exclusive, but in addition to the powers enumerated herein, implied thereby or appropriate to the exercise thereof, the Town shall have and may exercise all other powers that exist now or may be granted to municipalities by the Constitution and laws of the State of Texas, together with all of the implied powers necessary to carry into execution such powers.

CHAPTER THREE
TOWN COUNCIL

SECTION 3.01 MAYOR

The person elected Mayor shall be the presiding officer of all meetings of the Town Council. The Mayor shall be the official head of the Town government and be able to vote on all matters coming before the Council.

SECTION 3.02 QUALIFICATIONS

Each candidate for election to the Town Council or office of Mayor shall be a qualified voter of the Town, shall be not less than twenty-one (21) years of age, shall have resided in the Town not less than twelve (12) months immediately preceding election day, shall meet the requirements of the Texas Election Code, and shall not, after notice of any delinquency, be in arrears in the payment of any taxes or other liabilities due the Town. Each Council Member and the Mayor must continually reside within the Town during such officer's term of office, and any removal of the officer's residence from the Town during his or her term of office shall constitute a vacation of his or her office, and such vacancy shall be filled as provided in Section 3.05.

Candidates for Mayor and Council Members in Place 1 and Place 6 may be residents of any portion of the Town. Council Members for Place 2, 3, 4 and 5 must reside in, and be elected from the district for which the specific place applies. The Town Council, by ordinance, shall establish the district boundaries for Place 2, 3, 4 and 5. The district boundaries shall be equal in population as practical and reviewed and updated by the Town Council every four (4) years.

SECTION 3.03 LIMITATION ON SUCCESSIVE TERMS

No person shall serve as Mayor for more than three (3) successive terms, and no person shall serve as Council Member for more than three (3) successive terms. A term of office shall be for a period of three (2) years or any portion thereof.

SECTION 3.04 COMPENSATION

Members of the Town Council shall be entitled to reimbursement of all necessary and reasonable expenses incurred in the performance of their official Town Council duties as may be authorized by the Town Council. The Mayor and each Council Member shall receive compensation in the amount of $25.00 for each regular or special meeting of the Town Council attended. Beginning in June, 2021, however, the Mayor shall receive compensation in the amount of $100.00 for each regular or special meeting of the Town Council, and each Council Member shall receive compensation in the amount of $50.00 for each regular or special meeting of the Town Council.

SECTION 3.05 VACANCIES IN THE TOWN COUNCIL; FILLING OF VACANCIES

A. The office of a Council Member or office of the Mayor shall become vacant upon the official's death, resignation, or removal from office in any manner authorized by law, removal of the official's residence from the Town of Little Elm or forfeiture of the official's office.

B. A Council Member or the Mayor shall forfeit his or her office if the official lacks at any time during the official's term of office any qualification for the office prescribed by this Charter or by State law, or if the official violates any express prohibition of this section or any other provision of this Charter, or if the official fails to attend three (3) consecutive regular Town Council meetings without being excused by the Town Council. The Town Council shall be the final judge in matters involving forfeiture of office by a Council Member or the Mayor.

C. If there is a vacancy in the office of Mayor or Council Member, such vacancy shall be filled by special election within one hundred twenty (120) days after such vacancy occurs, in accordance with the Texas Constitution, and the Texas Election Code, as amended.

SECTION 3.06 MEETINGS; QUORUM

Regular meetings of the Town Council shall be held at such times as may be prescribed from time to time by resolution of the Town Council. Special meetings shall be called by the Town Secretary upon the written request of the Mayor, the Town Manager or two (2) Members of the Town Council. Notice of any regular or special meetings of the Town Council shall state the subject to be considered at the meeting. All official meetings of the Council and of all committees thereof shall be open to the public except as provided by state law. Those meetings involving an attorney and client relationship, and other matters that state law has provided may be discussed in closed session, need not be open to the public. Four (4) Members of the Town Council shall constitute a quorum for transaction of business. No action of the Town Council, except as specifically provided in this Charter, shall be valid or binding unless adopted by the affirmative vote of a majority of the Town Council present and qualified to act. The Town Council shall determine its own rules of procedure, may punish its Members for misconduct, and may compel the attendance of absent Members. Should any number of Members of the Town Council be recalled pursuant to Chapter 13 of this Charter, and are no longer qualified to act, a majority of the remaining Members of the Town Council shall constitute a quorum for transaction of business.

SECTION 3.07 ABSTENTION

Should any person on the Town Council choose to abstain from voting on any question before the Town Council, where no conflict of interest exists, the person's vote shall have the same effect as a negative vote.

SECTION 3.08 MAYOR PRO TEM

The Town Council shall elect one of its Members as Mayor Pro Tem, who shall perform the duties of Mayor in the case of the absence or inability of the Mayor to perform the duties of the Mayor's office, and who shall, during that time, be vested with all the powers belonging to the Mayor.

CHAPTER FOUR
TOWN MANAGER

SECTION 4.01 TOWN MANAGER - QUALIFICATIONS, APPOINTMENT AND REMOVAL; DUTIES; COMPENSATION

The Town Manager shall be the chief administrative and executive officer of the Town. The Town Manager is appointed by and serves at the will of the Town Council. The Town Manager shall be appointed solely based on the Town Manager's administrative ability, experience, and training. The Town Manager shall administer the business of the Town, and the Town Council shall ensure that such administration is efficient. The Town Council may by ordinance delegate to the Town Manager any additional powers or duties it considers proper for the efficient administration of Town affairs. The Town Manager shall execute a bond conditioned that the Town Manager will faithfully perform the duties of Town Manager. The amount of such bond shall be as prescribed by ordinance adopted by the Town Council. The Town Council shall be authorized to enter into a Contract of Employment with the Town Manager and to prescribe such compensation therein as it may fix. The action of the Town Council in suspending or removing the Town Manager shall be final, it being the intention of this Charter to vest all authority and responsibility for such suspension or removal in the Town Council.

SECTION 4.02 TOWN MANAGER - DIRECTION AND SUPERVISION OF EMPLOYEES, NONINTERFERENCE BY COUNCIL; APPOINTMENTS AND REMOVALS OF DEPARTMENT HEADS

Except for the purpose of inquiries and investigations as provided by this Charter or otherwise by law, the Town Council or its Members shall deal with Town officers and employees who are subject to the direction and supervision of the Town Manager solely through the Town Manager, and no Member of the Town Council shall give orders to any subordinate of the Town Manager, either publicly or privately. Neither the Town Council nor any of its Members shall direct or request the appointment of any person to, or his or her removal from, office by the Town Manager or by any of the Town Manager's subordinates. Except as otherwise provided for in this Charter, the Town Manager shall be responsible for, and have the power to appoint, suspend, and/or remove all or any one of the directors of the departments of the Town with the concurrence of the Town Council.

SECTION 4.03 TOWN MANAGER - SPECIFIC POWERS AND DUTIES

The Town Manager shall be responsible to the Town Council for the proper administration of the affairs of the Town and shall have the power and duty to:

1) Exercise control over all departments and subdivisions thereof created by this Charter or by ordinance.

2) Prepare and recommend items for inclusion in the official agenda of all Town Council meetings and meetings of the Boards and Commissions as established by this Charter or ordinance.

3) Prepare and submit to the Town Council the annual budget and capital program, and administer the budget as adopted by the Town Council.

4) Be responsible for the proper administration of all Town affairs placed in his or her hands.

5) See that all terms and conditions imposed in favor of the Town or its inhabitants in any public utility franchise are faithfully kept and performed.

6) See that all laws and ordinances are enforced.

7) Always Keep the Town Council fully advised as to the financial condition and needs of the Town, and prepare and submit to the Town Council an annual report on the finances and administrative activities of the Town.

8) Appoint, suspend, and/or remove employees not otherwise provided for in this Charter. Appointments made by the Town Manager shall be based on executive and administrative experience and ability, and of training fitness and efficiency of such appointees in the work which they are to administer.

9) Attend all Town Council meetings and take part in the discussion of any Town business.

10) Recommend to the Town Council for adoption such measures as the Town Manager may deem necessary or expedient; to execute deeds, deeds of trust, easements, releases, contracts, and all other legal instruments on behalf of the Town when authorized by ordinance or resolution of the Town Council.

11) Perform such other duties as are specified in this Charter, or as may be required by the Town Council by ordinance or resolution, not inconsistent with this Charter.

CHAPTER FIVE
TOWN SECRETARY

SECTION 5.01 APPOINTMENT; REMOVAL; COMPENSATION

The Town Council shall appoint, suspend, and/or remove the Town Secretary. The Town Secretary shall receive such compensation as shall be fixed by the Town Council.

SECTION 5.02 DUTIES OF THE TOWN SECRETARY

The Town Secretary shall:

1) Attend all meetings of the Town Council and keep accurate records of all actions taken by the Council;

2) Maintain the official records and files of the Town;

3) Administer oaths as required by law;

4) Attest contracts, assessment certificates, ordinances, resolutions, and other legal instruments when executed by the authorized officers of the Town;

5) Serve as the election official for all Town elections;

6) Hold and maintain the Town Seal and affix it to all appropriate documents as required;

7) Perform such other duties as may be required by the Town Council, this Charter, or the laws of the State of Texas.

CHAPTER SIX
MUNICIPAL COURT

SECTION 6.01 CREATION

The Town Council shall, by ordinance, create and provide for a Municipal Court to be known as the Municipal Court of the Town of Little Elm, Texas, and may appoint one or more Municipal Judges to serve in such Court. The Court shall have all the powers and duties as are now or as may hereafter be prescribed by the laws of the State of Texas in connection with the trial of misdemeanor offenses within its jurisdiction.

SECTION 6.02 MUNICIPAL COURT JUDGE

The Judge of the Municipal Court, and all alternates, shall be competent, duly qualified, and licensed attorneys in the State of Texas. The Judge of the Municipal Court shall be appointed to a term of two years and may be appointed to additional and consecutive terms at the will and pleasure of the Town Council. The Judge shall receive such compensation as may be determined by the Town Council. This compensation shall be fixed, and be commensurate with the duties performed by the Judge.

SECTION 6.03 CLERK OF THE COURT

There shall be a Clerk of the Municipal Court appointed by the Town Manager. The Clerk of the Court and any Deputies appointed by the Town Manager shall have the power to administer oaths and affidavits, make certificates, affix the seal of said Court as necessary and as required by law, and in general, do and perform all acts usual and necessary to be performed by clerks and deputy clerks of municipal courts of the State of Texas.

SECTION 6.04 JURISDICTION, POWER, AND FINES

The Municipal Court shall have jurisdiction:

1) Over the forfeiture and collection of bonds given in proceedings therein, and to order the forfeiture of cash acceptance bonds upon the failure of the defendant to appear, and to accept the same in lieu of a fine;

2) Concurrent with the appropriate state Court on all criminal cases arising under the criminal laws of the state where the offense is committed within the Town limits and the penalty does not exceed that which is established for Municipal Courts by state law;

3) Over all criminal cases arising under the ordinances of the Town within the Town limits and outside the Town limits to the extent authorized by state law;

4) Punish for contempt, admit to bail, and forfeit bonds under such circumstances and as provided by law;

5) Enforce all process of the Courts in accordance with state law and Town ordinances, punish witnesses for failing to obey subpoenas, and compel their attendance by process of attachment.

SECTION 6.05 COST, FINES, AND PENALTIES

All cost, fines, and penalties imposed by the Municipal Court shall be paid into the Town Treasury for the use and benefit of the Town, as may be consistent with present and future state laws.

CHAPTER SEVEN
TOWN ATTORNEY

SECTION 7.01 APPOINTMENT

The Town Council shall appoint a competent licensed attorney, practicing law in the State of Texas, of recognized ability who shall be known as the Town Attorney. The Town Attorney serves at the pleasure of the Town Council and may be removed, without cause, by an affirmative vote of a majority of the full membership of the Town Council.

SECTION 7.02 COMPENSATION

The Town Attorney shall receive for his or her services such compensation as may be fixed by the Town Council at the time of the Town Attorney's appointment, and from time to time by appropriate resolution.

SECTION 7.03 DUTIES OF TOWN ATTORNEY

The Town Attorney shall be the legal adviser of, and attorney for, all the offices and departments of the Town, and shall represent the Town in all litigation and legal proceedings, provided however, that the Town Council may retain special counsel at any time it deems appropriate and necessary. The Town Attorney shall perform other duties prescribed by the Charter, by ordinance or resolution of the Town Council.

CHAPTER EIGHT
TOWN DEPARTMENTS AND FISCAL MATTERS

SECTION 8.01 ADMINISTRATIVE DEPARTMENTS

There shall be such administrative departments as are established by this Charter and as may be established by ordinance and, except as otherwise provided in this Charter, such administrative departments shall be under the direction and supervision of the Town Manager. The Town Council may discontinue, re-designate, or combine any of the department and/or administrative offices of the Town. The head of each department shall be a director who shall be appointed by the Town Manager with the concurrence of the Council, and such director shall have supervision and control over that director's department. The same individual may head two (2) or more departments, and the Town Manager may head one (1) or more departments.

SECTION 8.02 POLICE AND FIRE DEPARTMENTS

There is hereby created a Police Department of the Town of Little Elm, at the head of which shall be the Chief of Police. There is hereby created a Fire Department of the Town of Little Elm, at the head of which shall be a Fire Chief. The head of each department shall be a director who shall be appointed by the Town Manager with the concurrence of the Council, and such director shall have supervision and control over the director's department. The duties of the Chief of Police and Fire Chief and the other officers and personnel of such departments shall be as provided by ordinance.

SECTION 8.03 TAX ADMINISTRATION

A. There shall be a department of taxation to assess and collect taxes, the director of which shall be the Town Tax Assessor and Collector who shall be appointed by the Town Manager with concurrence of the Town Council. The Tax Assessor and Collector shall provide a bond with such sureties and in such amount as the Council may require, and the premiums on such bond shall be paid by the Town. The Town Council may provide for such services by contract.

B. The Town Council shall have the power, and is hereby authorized to levy, assess, and collect annual taxes not to exceed the maximum limit set by the Constitution and laws of the State of Texas, as they now exist or as they may be amended, on each one hundred dollars ($100.00) assessed valuation of all property having a location within the corporate limits of the Town and not exempt from taxation by the Constitution and

laws of the State of Texas.

C. All taxes due the Town shall be payable at the office of the Town Assessor and Collector and may be paid at any time after the tax rolls for the year have been completed and approved, which completion and approval shall be not later than October 1. Taxes shall be paid before February 1 of each year succeeding the year for which the taxes are levied, and all such taxes not paid prior to such date shall be deemed delinquent and shall be subject to such penalty and interest as may be provided by law. Failure to levy and assess taxes through omission in preparation of the approved tax rolls shall not relieve the person, firm or corporation so omitted from the obligation to pay such current or past due taxes shown to be payable by recheck of the rolls and receipts for the years in questions, unless otherwise provided by law.

D. All property having its location in the Town on the first day of January of each year shall stand charged with a lien in favor of the Town from said date for the taxes due thereon. The lien provided hereby shall be superior to all other liens except other tax liens, regardless of when such other liens were created. All persons purchasing any of said property on or after the first day of January in any year shall take the same subject to the lien herein provided. In addition to the lien herein provided on the first day of January of any year, the owner of property subject to taxation by the Town shall be personally liable for the taxes due thereon for such year. The Town shall have the power to sue for and recover personal judgment for taxes without foreclosure, or to foreclose its lien or liens, or to recover both personal judgment and foreclosure. In such suit where it appears that the description of any property in the Town assessment rolls is insufficient to identify such property, the Town shall have the right to plead a good description of the property to be assessed, to prove the same, and to have its judgment foreclosing the tax lien and/or for personal judgment against the owner for such taxes as such ownership and property appears on the approved tax rolls furnished by the Denton Central Appraisal District.

SECTION 8.04 FINANCE DEPARTMENT

There shall be a Department of Finance, the director of which shall be appointed by the Town Manager with concurrence of the Town Council, the head of the Department of Finance shall be known as the Finance Director who shall also be the Town Treasurer. The Finance Director shall provide a bond with such surety and in such amount as the Council may require and the premiums on such bond shall be paid by the Town. The Finance Director shall have knowledge of municipal accounting and taxation and shall have experience in budgeting and financial control. The Finance Director shall have the custody of all public monies, funds, notes, bonds, and other securities belonging to the Town. The Finance Director, under the direction of the Town Manager, shall oversee the financial operations and procedures that are implemented in each of the Town's departments. The Finance Director shall make payments out of Town funds upon order of the Town Council or other authorized Town Officer as provided herein. The Finance Director shall render a full and accurate statement to the Town Manager and the Town Council of his or her receipts and payments at such times as the Town Manager or Town Council may require. The Finance Director shall perform other such acts and duties as the Town Council may prescribe.

SECTION 8.05 FISCAL YEAR

The fiscal year of the Town shall begin on the first day of October and end on the following September 30th, but the fiscal year may be changed by the Town Council by ordinance.

SECTION 8.06 ANNUAL BUDGET

It shall be the duty of the Town Manager to submit an annual budget not later than thirty (30) days prior to the end of the current fiscal year to the Town Council for its review, consideration, and revision. The Town Council shall call a public hearing or hearings on the budget. The Town Council may adopt a

budget with or without amendments. The Town Council may increase or decrease amounts or programs and may delete any programs or amounts except expenditures required by law or for a debt service, provided that no amendment shall increase the authorized expenditures to an amount greater than the total of the estimated-income for the current fiscal year plus funds available from prior years. At the close of each fiscal year, the 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.

SECTION 8.07 FAILURE TO ADOPT ANNUAL BUDGET

If the Town Council fails to adopt the budget by the 30th of September, the amounts appropriated for the current fiscal year shall he deemed adopted for the ensuing fiscal year on a month to month basis with all items in it prorated accordingly until the Town Council adopts a budget for the ensuing fiscal year. The property tax levy will be set to equal the total current fiscal year tax receipts, unless the ensuing fiscal year budget is approved by September 30th of the current fiscal year.

SECTION 8.08 BONDS AND OTHER EVIDENCES OF INDEBTEDNESS

The Town shall have the right and power to borrow money on the credit of the Town for public purposes by whatsoever method it may deem to be in the public interest. The Town shall further have the power to borrow money on the credit of the Town and to issue general obligation bonds and other evidences of indebtedness for permanent public improvements or for any other public purpose not prohibited by the Constitution and laws of the State of Texas and to issue refunding bonds to refund outstanding bonds and other evidences of indebtedness of the Town previously issued. All such bonds shall be issued in conformity with the laws of the State of Texas. The Town shall further have the power to borrow money for constructing, acquiring, improving, extending, or repairing or public utilities, recreational facilities or any other self-liquidating municipal functions not prohibited by the Constitution and laws of the State of Texas, and to issue revenue bonds to evidence the obligations created thereby. Such bonds shall be a charge upon and payable from the properties, or interest therein pledged, or the income therefrom, or both. The holders of the revenue bonds of the Town shall never have the right to demand payment thereof out of monies raised or to be raised by taxation. All such bonds shall be issued in conformity with the laws of the State of Texas. The Town shall have the power to borrow money for public improvements or any public purpose in any other manner provided by law, including certificates of obligation as authorized by Chapter 271 of the Texas Local Government Code or other applicable laws. All bonds and evidences of indebtedness of the Town having been approved by the Attorney General and registered by the Comptroller of Public Accounts shall thereafter be incontestable in any court or other forum for any reason, and shall be valid and binding obligations of the Town in accordance with their terms for all purposes.

SECTION 8.09 PURCHASING

A. The Town Council may by ordinance give the Town Manager general authority to contract for expenditures without further approval of the Town Council for all budgeted items not exceeding limits set by the Town Council within the ordinance.

B. All contracts for expenditures or purchases involving more than the limits must be expressly approved in advance by the Town Council. All contracts or purchases involving more than the limits set by the Town Council shall be awarded by the Town Council, in accordance with state law.

C. Emergency contracts as authorized by law and this Charter may be negotiated by the Town Council or Town Manager if given authority by the Town Council, without competitive bidding, and in accordance with state law. Such emergency shall be declared by the Town Manager and approved by the Town Council, or may be declared by the Town Council.

CHAPTER NINE

BOARDS AND COMMISSIONS

SECTION 9.01 PLANNING AND ZONING COMMISSION

The Town Council shall create a Planning and Zoning Commission of the Town of Little Elm and shall appoint seven (7) members and two (2) alternate members, each member of the Planning and Zoning Commission shall be a citizen of Town of Little Elm. Members shall be appointed for three (3) year staggered terms; provided, however, that members of the Planning and Zoning Commission serve at the pleasure of the Town Council and may be removed, without cause, by an affirmative vote of the majority of the full membership of the Town Council. Such appointees shall serve without compensation and may not hold any elective office of the State of Texas or any other political subdivision thereof during their terms. A vacancy in an unexpired term shall be filled by the Town Council for the remainder of the term. The majority of the appointed members shall constitute a quorum, and decisions may only be made with the affirmative vote of a majority of these members present and voting. The Planning and Zoning Commission shall select from any of its members a Chairman and Vice Chairman.

SECTION 9.02 BOARD OF ADJUSTMENTS

The Town Council shall appoint a Board of Adjustments comprising of five (5) regular members and two (2) alternate members for two (2) year staggered terms, all Members of which shall be residents of the Town of Little Elm. The Board of Adjustments shall be governed by Chapter 211, Texas Local Government Code, or other applicable laws, and have such additional duties as maybe prescribed by ordinance or applicable state law. A vacancy on the board shall be filled by Town Council for the unexpired term.

SECTION 9.03 OTHER BOARDS AND COMMISSIONS

The Town Council shall have the power and is hereby authorized to create, abolish, establish, and appoint such other Town and corporate boards, commissions, and committees, which shall be composed of the residents of the Town of Little Elm except as otherwise required by law, as the Town Council deems necessary to carry out the functions of the Town, and to prescribe the purpose, functions, and tenure of each board, commission, or committee.

CHAPTER TEN
ORDINANCES

SECTION 10.01 PROCEDURE FOR PASSING ORDINANCES AND RESOLUTIONS

The Town Council shall evidence its official actions by written ordinances, resolutions, or oral motions. The style of all ordinances shall be: “Be it ordained by the Town Council of The Town of Little Elm, Texas” and the style of all resolutions shall be “Be it resolved by the Town Council of the Town of Little Elm, Texas.” Each proposed ordinance shall not be amended or repealed except by adoption of another ordinance. All ordinances and resolutions passed by the Town Council shall become effective immediately from and after passage except where publication of a caption is required or where the ordinance, state law, or other provisions of this Charter provide otherwise, in which case the effective date shall be as prescribed in the ordinances.

SECTION 10.02 PUBLICATION OF ORDINANCES

The descriptive caption or title of each ordinance containing a penalty shall be published at least once in the official newspaper of the Town, unless otherwise provided by state law or this Charter.

SECTION 10.03 CODE OF ORDINANCES

The Town Council shall have the power to cause the ordinances of the Town to be printed, in code form, and shall have the same arranged and digested as often as the Town Council may deem advisable, if failure to print the ordinances as herein provided shall not affect the validity of the same.

SECTION 10.04 ORDINANCES AND RESOLUTIONS NOW IN EFFECT

All ordinances, portions thereof, resolutions, contracts, bonds, obligations, rules, and regulations now in force under the Town government of the Town of Little Elm, and not in conflict with the provisions of this Charter, shall remain in force under this Charter until altered, amended, or repealed by the Town Council in the manner required by law.

SECTION 10.05 THE TOWN'S STRATEGIC PLAN

The Town Council shall enact, adopt, and maintain, by ordinance, a strategic plan that sets forth the Town's strategic vision, goals, and objectives. The Town Council shall review the strategic plan at least once every two years and re-adopt the strategic plan with those changes to the strategic plan, if any, determined by Town Council to be appropriate. Adoption of any changes to the strategic plan shall request at least five (5) affirmative votes of the Town Council.

CHAPTER ELEVEN
ELECTIONS

SECTION 11.01 TOWN ELECTIONS

Beginning on the 1st Saturday in May 2002, each qualified voter shall be entitled to vote for the offices of Council Members for Places 1, 2, 4 and 6. The Council Members elected in single member district places 2 and 4 shall serve for an initial term of two (2) years, or until the regular election in May 2004. The Council Members elected in at-large places 1 and 6 shall serve for a term of three (3) years. The Mayor and Council Members in single member district Places 3 and 5 will be elected in May, 2003, for a term of three (3) years. Thereafter, all Council Members shall be elected for a term of three (3) years. All qualified voters of the state who reside within the Town of Little Elm shall have the right to vote in the Town elections.

Beginning with the election in May, 2020, the Council Member elected in at-large place 1 shall serve for a term of two (2) years until the election in May, 2022, after which time the Council Member elected in at-large place 1 shall serve a term of three (3) years from that election going forward. Beginning with the election in May, 2021, the Council Member elected in single member district place 5 shall serve for a term of two (2) years until the election in May, 2023, after which time the Council Member elected in single member district place 5 shall serve a term of three (3) years from that election going forward.

SECTION 11.02 SPECIAL ELECTIONS

The Town Council, by ordinance or resolution, may call such special elections as are authorized by the state law or this Charter, fix the time and place of holding the same, and provide all means for holding such special elections, provided that every special election shall be called and held as nearly as practicable according to the provisions governing regular elections.

SECTION 11.03 REGULATION OF ELECTIONS

All Town elections shall be governed by the Constitution of the State of Texas, general laws of the state, this Charter, and by ordinance of the Town regulating the holding of municipal elections. The Town Council shall appoint the election judges and other election officials and shall provide for the compensation of all election officials in Town elections and for all other expenses in holding said elections.

SECTION 11.04 CANDIDATES: FILING FOR OFFICE

Any qualified person as prescribed by Section 3.02 may make application to have their name placed on the official ballot for the position of Council Member or Mayor. The application shall be made in accordance with all applicable laws and shall state that the candidate agrees to serve if qualified and elected. Each candidate shall execute such oath and other official form of affidavit as may be required by the Town Secretary pursuant to Texas Election Code. The Town Secretary shall review the application and notify the candidate whether the application satisfies the requirements of this Charter and the Texas Election Code. If an application is insufficient, the Town Secretary shall return it immediately to the candidate with a statement of such insufficiency. The candidate may file a new application within the regular time for filing applications. The Town Secretary shall keep on file all applications found enough at least until the expiration of the term of office for which such candidates filed.

SECTION 11.05 OFFICIAL BALLOT

The order on the ballot of the names of the candidates shall be determined by the Town Secretary in accordance with the procedures set out in the Texas Election Code. The name of each candidate seeking an elective office, except those who have withdrawn, died, or become ineligible prior to the time permitted for withdrawal, shall be printed on the official ballot in the name designated by the candidate in accordance with the Texas Election Code. Provision for early and absentee voting shall be made as provided by the Texas Election Code.

SECTION 11.06 CANVASSING AND ELECTION RESULTS

Returns of every municipal election shall be delivered forthwith by the Election Judges to the Town Secretary, with a copy of the returns being sent to the Mayor. The Town Council shall canvass the returns, investigate the qualifications of the candidates, and declare the official results of the election not less than two (2) days nor more than six (6) days after the date of the election, or as may be otherwise provided by the Texas Election Code.

SECTION 11.07 RUNOFF ELECTION

A. The candidates for Mayor and Council Members in Places 1, 2, 3, 4, 5 and 6 receiving a majority of all votes cast for the office of Mayor and Council Members for Places 1, 2, 3, 4, 5 and 6 shall be declared elected.

B. In the event a candidate for the office of Mayor or Council Member in Places 1, 2, 3, 4, 5 or 6 fails to receive a majority of all votes cast for that office, a runoff election for that office shall be conducted. If more than two (2) candidates tie for the highest number of votes for either the office of the Mayor or Council Members, the tied candidates shall draw by lots to determine which two (2) are to be in a run-off election. The Town Secretary shall supervise the drawing of lots under this section.

C. Not later than the fifth (5) day after the date of counting of the returns, the Town Council shall order a runoff election to be held consistent with the Texas Election Code.

CHAPTER TWELVE
FRANCHISES

SECTION 12.01 POWER TO GRANT FRANCHISE

The Town Council shall have the power, subject to the provisions hereof, by ordinance to confer upon any person, firm, corporation, or other legal entity the franchise or right to use the public property of the Town for the purpose of furnishing to the public any general public service or benefit, including,

but not limited to, heat, light, power, telephone service, transportation, or other telecommunication providers for compensation or hire. No franchise shall be granted by the Town to any person, firm, corporation, or other legal entity to own, control or operate a waterworks therein. The Town shall have the power by ordinance to grant, renew, and extend all franchises of all public utilities of every character operating within the Town. No such franchise shall be granted until after a public meeting shall have been called and held and until such ordinance shall have been passed and accepted by the franchisee. No such ordinance shall become effective until thirty (30) days after its passage.

SECTION 12.02 TRANSFER OF FRANCHISE

No public utility or other franchise shall be transferable except with the approval of the Town Council, expressed by ordinance. This restriction shall not be construed to prevent the franchise holder from pledging the franchise as security for a valid debt.

SECTION 12.03 OWNERSHIP, USE AND CONTROL OF STREETS

No franchise or easement involving the right to use the same either along, over, across, under, or upon the streets, alleys, highways, parks, and public ways shall be valid unless granted in compliance with the terms of this chapter. No granting of a franchise by ordinance pursuant to this chapter shall convey any ownership or interest in any property of the Town other than the right to use the public property for purposes of such franchisee's operations as expressed in the ordinance granting such franchise.

SECTION 12.04 RIGHT OF REGULATION

In granting, amending, renewing, and extending public service and utility franchises, the Town shall retain the right to:

(1) Repeal such franchise by ordinance for failure to comply with the terms thereof, such power to be exercised only after due notice and hearing;

(2) Require an adequate extension of plant and service as is necessary to provide adequate service to the public, and maintenance of the plant and fixtures at the highest reasonable standard of efficiency;

(3) Establish reasonable standards of service and quality of products and prevent unjust discrimination in service or rates;

(4) Impose regulations to ensure safe, efficient, and continuous service to the public. The franchise holder in opening and refilling all earth openings shall re-lay the pavement and do all other work necessary to complete restoration of streets, sidewalks, or grounds to a condition equally as good as or better than when disturbed; and

To regulate, locate, or prohibit the erection of any and all poles, wires, or other utility equipment, conveyance, or structure, on the streets, alleys and public places of said Town, and to cause the same to be changed, removed, altered, increased, diminished, placed underground, or be supported by poles of such material, kind, quality and class as may be determined by the Town Council, whether the same be telegraph, telephone, electric, cable television or otherwise, and to enforce the provisions hereof by appropriate action in any court of competent jurisdiction.

SECTION 12.05 COMPENSATION FOR FRANCHISE

All persons, corporations, or association of persons, to whom a franchise or privilege may hereafter be granted shall pay to the Town for such privilege such compensation as may be fixed by the Town Council in the grant of such franchise or privilege. Such compensation as fixed by contract or provided by any Texas statute or statutes and any amendments thereto shall become due and payable when the

Town Council shall fix in the grant of such franchise or privilege. The failure of any franchisee to pay compensation to the Town when due shall result in forfeiture of the franchise or privilege.

SECTION 12.06 COUNCIL TO FIX AND REGULATE CHARGES, FARES, OR RATES

If applicable state law so provides, the Town Council shall determine, fix, and regulate the charges, fares or rates of any person, firm, or corporation enjoying a franchise or privilege granted under the provisions of this chapter, and shall prescribe the kind of service to be furnished to the public by such person, firm or corporation, and the manner in which it shall be rendered and may, from time to time, alter or change such rules, regulations, and compensation after reasonable notice and public hearing, provided that the rates, charges and fares so fixed shall at all times be reasonable and permit a reasonable net return on the actual value of the physical properties and equipment of such utilities. In this connection, the Town Council may require any utility or franchise holder to furnish such financial reports and information as the Town Council may request, including reports of actual operating costs and the financial condition of its operations within the Town, and the Town Council may employ, at the expense of such franchisee, necessary outside experts to examine and audit the accounts and records of the franchisee to determine the reasonableness of such charges, fares, and rates.

CHAPTER THIRTEEN
INITIATIVE, REFERENDUM, AND RECALL

SECTION 13.01 SCOPE OF RECALL

Any elected Town official shall be subject to recall and removal from office by the qualified voters of the Town of Little Elm on grounds of incompetency, misconduct, or malfeasance in office.

SECTION 13.02 PETITIONS FOR RECALL

Before the question of recall of such officer shall be submitted to the qualified voters of the Town of Little Elm, a petition demanding such questions to be submitted shall first be filed with the Town Secretary. If recall is sought for a Council Member in Place 2, 3, 4, or 5, the petition must be signed by qualified voters in the specific district equal to ten (10%) percent of the qualified voters in the specific district, or sixty-five (65%) percent of the votes cast at the last general election for the specific place; whichever is greater. If recall is sought for the Mayor or Council Member in Place 1 or 6, the petition must be signed by qualified voters of the Town equal to ten (10%) percent of the qualified voters in the Town, or sixty-five (65%) percent of the votes cast at the last general election for such office, whichever is greater.

Each signer of such recall petition shall personally sign his or her name thereto in ink or indelible pencil, and shall write after signer's name his or her place of residence, giving the name of the street and number, or place of residence, and shall also write thereon the day, the month, and the year his or her signature was affixed.

SECTION 13.03 FORM OF RECALL PETITION

The recall petition mentioned above must be addressed to the Council of the Town of Little Elm, must be distinctly and specifically pointed to the grounds upon which such petition for removal is predicated, and, if there is more than one ground, said petition shall specifically state each ground with such certainty as to give the officer sought to be removed notice of the matters and things with which the officer is charged. The signature shall be verified by oath in the following form:

"State of Texas"
County of _____

I, _____ , being first duly sworn, on oath depose and say that I am one of the signers of the above petition, and that the statements made therein are true, and that each

signature appearing thereon was made in my presence on the day and date it purports to have been made, and I solemnly swear that the same is the genuine signature of the person it purports to be.

_____

Signature

Sworn and subscribed before me this_____day of_____, 2_____.

Signed _____
Notary Public in and for the State of Texas

SECTION 13.04 VARIOUS PAPERS CONSTITUTING PETITION

The petition may consist of one or more copies, or subscription lists, circulated separately, and the signatures thereto may be upon the paper or papers containing the form of petition, or upon other paper attached thereto. Verifications provided for in the preceding section of this Chapter may be made by one or more petitioners, and the several parts of copies of the petition may be filed separately and by different persons, but no signatures to such petition shall remain effective to be counted which were placed thereon more than forty-five (45) days prior to the filing of such petition or petitions with the Town Secretary. All papers comprising a recall petition shall be filed with the Town Secretary who shall immediately notify, in writing, the officer sought to be removed, by mailing such notice to the officer's Little Elm address.

SECTION 13.05 PRESENTATION OF PETITION TO THE COUNCIL

Within seven (7) days after the date of the filing of the papers constituting the recall petition, the Town Secretary shall present such petition to the Council of the Town of Little Elm.

SECTION 13.06 PUBLIC HEARING TO BE HELD

The officer whose removal is sought may, within seven (7) days after such recall petition has been presented to the Council, request that a public hearing be held to permit the officer to present the facts pertinent to the charges specified in the recall petition. In this event, the Town Council shall order such public hearing to be held, not less than five (5) days nor more than fifteen (15) days after receiving such request for a public hearing.

SECTION 13.07 CALLING OF RECALL ELECTION

If the officer whose removal is sought does not resign, then the Town Council shall order an election and set the date for holding such a recall election. The date selected for the recall election shall be in accordance with the Texas Election Code. If after the recall election is established, the officer vacates his or her position, the election shall be cancelled. Any election order so issued shall comply fully with the Texas Election Code.

SECTION 13.08 BALLOTS IN RECALL ELECTION

Ballots used at recall elections shall conform to the following requirements:

(A) With respect to each person whose removal is sought, the question shall be submitted:

"Shall_____be removed from the office of_____by recall?"

(B) Immediately below each such question there shall be printed the following words, one above the other, in the order indicated:

"Yes"
"No"

SECTION 13.09 RESULT OF RECALL ELECTION

If a majority of the votes cast at a recall election shall be "No," that is against the recall of the person named on the ballot, the officer shall continue in office for the remainder of the officer's unexpired term, subject to recall as before. If a majority of the votes cast at such election be "Yes," that is for the recall of the person named on the ballot, the officer shall, regardless of any technical defects in the recall petition, be deemed removed from office and the vacancy be filled by the Town Council as provided in this Charter.

SECTION 13.10 RECALL, RESTRICTIONS THEREON

No recall petition shall be filed against any officer of the Town of Little Elm within three (3) months after the officer's election, no more than twice within an officer's term, and not within three (3) months after an election for such officer's recall.

SECTION 13.11 FAILURE OF THE COUNCIL TO CALL AN ELECTION - RECALL

If all the requirements of this Charter shall have been met and the Town Council shall fail or refuse to receive the recall petition, or order such recall election, or discharge any other duties imposed on the Town Council by the provisions of this Charter with reference to such recall, then any petitioning citizen may file with the appropriate court for a writ of mandamus to force the Town to call the election.

SECTION 13.12 GENERAL POWER OF INITIATIVE AND REFERENDUM

The qualified voters of the Town of Little Elm, Texas, in addition to the method of legislation herein before provided, shall have the power to direct legislation by the initiative and referendum.

(A) Initiative: Such power shall not extend to the budget or capital program or any ordinance not subject to initiative as provided by state law, relating to appropriation of money, issuing of bonds, levy of taxes or salaries of Town officers or employees.

(B) Referendum: Such power shall not extend to the budget, or capital program, or any emergency ordinance, or ordinance not subject to referendum as provided by state law, relating to appropriation of money, issuing of bonds, levy of taxes, or zoning.

SECTION 13.13 INITIATIVE

Qualified voters of the Town of Little Elm may initiate legislation by submitting a petition addressed to the Town Council which requests the submission of a proposed ordinance to a vote of the qualified voters of the Town. Said petition must be signed by qualified voters of the Town equal to ten (10%) percent of the qualified voters in the Town, or sixty-five (65%) percent of the votes cast at the last municipal general election, whichever is greater and each copy of the petition shall have attached to it a copy of the proposed legislation. The petition shall be signed in the same manner as recall petitions are signed, as provided in this Chapter, and shall be verified by oath in the manner and form provided for recall petitions in this Chapter. The petition may consist of one or more copies as permitted for recall petitions. Such petition shall be filed with the Town Secretary. Within seven (7) days after filing of such petition, the Town Secretary shall present said petition and proposal ordinance to the Council. Upon presentation to it, it shall become the duty of the Council, within ten (10) days after the receipt thereafter, at which the qualified voters of the Town of Little Elm shall vote on the question of adopting or rejecting the proposed legislation. However, if any other municipal election is to be held within sixty (60) days after the filing of the petition, the question may be voted on at such election. Any election order so issued shall comply fully with the Texas Election Code.

SECTION 13.14 REFERENDUM

Qualified voters of the Town of Little Elm may require that any ordinance, with the exception of ordinances appropriating money or levying of taxes, passed by the Town Council be submitted to the voters of the Town for approval or disapproval, by submitting **a** petition for this purpose within thirty (30) days after final passage of said ordinance or resolution, or within thirty (30) days after its publication. Said petition shall be addressed, signed, and verified as required in Section 13.13 of this Charter and shall be submitted to the Town Secretary. Immediately upon the filing of such petition, the Town Secretary shall present said petition to the Town Council. Thereupon, the Town Council shall immediately reconsider such ordinance and, if the Town Council does not entirely repeal the same, shall submit it to popular vote as provided in Section 13.07 of this Charter. Pending the holding of such election, each ordinance shall be suspended from taking effect and shall not later take effect unless a majority of the qualified voters thereon at such election shall vote in favor thereof.

SECTION 13.15 VOLUNTARY SUBMISSION OF LEGISLATION BY THE COUNCIL

The Council, upon its own motion and by a majority vote of its Members, may submit to popular vote at any election for adoption or rejection any proposed ordinance or resolution or measure, or may submit for repeal any existing ordinance in the same manner and the with same force and effect as provided in this Chapter for submission of petition, and may at its discretion call a special election for this purpose.

SECTION 13.16 FORM OF BALLOTS

The ballots used when voting such referred ordinance shall set forth their nature sufficiently to identify them and shall also set forth upon separate lines the words:

"For the Ordinance" or

"Against the Ordinance"

SECTION 13.17 PUBLICATION OF PROPOSED ORDINANCES

The Town Secretary of the Town of Little Elm shall publish at least twice in the official newspaper of the Town the proposed or referred ordinance within fifteen (15) days before the date of the election, and shall give other such notices and do other such things relative to said election as required in the general municipal election or by the ordinance or resolution calling said election.

SECTION 13.18 ADOPTION OF ORDINANCES

If a majority of the qualified voters voting on any proposed ordinance shall vote in favor thereof, it shall thereupon or any time fixed therein, become effective as a law or as a mandatory order of the Council.

SECTION 13.19 INCONSISTENT ORDINANCES

If the provisions of two or more proposed ordinances approved at the same election are inconsistent, the ordinance receiving the highest number of votes shall prevail.

SECTION 13.20 ORDINANCES PASSED BY POPULAR VOTE, REPEAL, OR AMENDMENT

No ordinance which may have been passed by the Town Council upon a petition or adopted by popular vote under the provisions of this Chapter shall be repealed or amended except by the Town Council in response to a referendum petition or by submission as provided by Section 13.15 of this Charter.

SECTION 13.21 FURTHER REGULATIONS BY THE COUNCIL

The Town Council may pass ordinances providing further regulations for carrying out the provisions of this Chapter consistent herewith.

SECTION 13.22 FRANCHISE ORDINANCES

Nothing contained in this Chapter shall be construed to be in conflict with any of the provisions of this Charter, pertaining to ordinances granting franchises when valuable rights shall have accrued thereunder.

SECTION 13.23 FAILURE OF THE COUNCIL TO CALL AN ELECTION - INITIATIVE OR REFERENDUM

If all the requirements of this Charter shall have been met and the Town Council shall fail or refuse to receive the initiative or referendum petition, or order such initiative or referendum election, or discharge any other duties imposed on the Town Council by the provisions of this Charter with reference to such initiative or referendum, then any petitioning citizen may file with the appropriate court for a writ of mandamus to force the Town to call the election.

CHAPTER FOURTEEN
GENERAL AND TRANSITIONAL PROVISIONS

SECTION 14.01 EFFECT OF CHARTER ON EXISTING LAW

All ordinances, resolutions, rules, and regulations in force in the Town on the effective date of this Charter and not in conflict with this Charter shall remain in full force and effect until altered, amended, or repealed. All taxes, assessments, liens, encumbrances, obligations and demands of or against the Town, fixed or established before such date, shall be valid if properly fixed or established either under the law in force at the time of such proceedings or under the law after the adoption of this Charter.

SECTION 14.02 CONTINUATION OF PRESENT OFFICES

All persons holding administrative offices at the time this Charter takes effect shall continue in office and in the performance of their duties in the capacities to which they have been appointed until provision shall have been made in accordance with the terms of this Charter for the performance of such duties or the discontinuance of such office, if any. The powers conferred and the duties imposed upon any office, department, or agency of the Town by the laws of the state shall, if such office, department, or agency be abolished by this Charter or under its authority, be thereafter exercised and discharged by the office, department or agency designated by the Council, unless otherwise provided herein.

SECTION 14.03 NEPOTISM

No officer of the Town of Little Elm shall appoint, vote for, or confirm the appointment to any office, position, clerkship, employment or duty, of any person related within the second degree by affinity or within the third degree by consanguinity to any Member of the Town Council or Mayor, when the salary, fees, or compensation of such appointee is to be paid for, directly or indirectly, out of or from public funds or fees of office of any kind or character whatsoever. However, this provision shall not prevent the appointment, voting for, or confirmation of any person who shall have been continuously employed in any such office, position, clerkship, employment, or duty for at least thirty (30) days, if the officer is appointed, or at least six (6) months, if the officer is elected.

When a person is allowed to continue in any such position, the officer related shall not participate in the deliberation or voting upon the appointment, reappointment, employment, confirmation, re-employment, change in status, compensation, or dismissal of such person, unless

such action is taken with respect to a bona fide class or category of employees.

SECTION 14.04 OFFICIAL NEWSPAPER

The Town Council shall have the power to designate by resolution a newspaper of general circulation in the Town as the Town's official newspaper. All ordinances, captions of ordinances, notices and other matters required to be published by this Charter, by ordinance, or by state law, shall be published in the official newspaper.

SECTION 14.05 JUDICIAL NOTICE

This Charter shall be recorded in the Town Secretary's office in a book kept for that purpose. As soon as practicable after its adoption, an authenticated copy of the Charter shall be certified to the Secretary of State of Texas, the Charter becomes a public act. Such Charter provisions may be read in evidence without pleading or proof of their provisions, and judicial notice shall be taken thereof in all courts and places.

SECTION 14.06 CLAIMS FOR DAMAGE OR INJURY

The Town of Little Elm shall never be liable for any personal injury or death or for claims for damages or injury to real or personal property alleged to have been caused by the negligent act or omission of any officer, agent or employee of the Town unless the person who has been injured, the person whose property has been injured or damaged, or someone on his behalf, shall file a claim in writing with the Town Secretary within six (6) months after said injury, death or damage has occurred, stating specifically when, where, and how the injury, death or damage occurred, the full extent thereof, the amount of damages claimed or asserted, and the basis claimed for liability on the part of the Town. The person giving notice under this section shall give the address of every place that said person has resided at during the last six (6) months prior to the injury, death or damage and shall subscribe his or her name thereto. Neither the Town Mayor, Town Council Member, Town Manager, Town Secretary, Town Attorney, or any other officer or employee of the Town shall have authority to waive any of the provisions of this section, but the same may be waived only by resolution of the Town Council made and passed before the expiration of said six (6) month period.

SECTION 14.07 PROPERTY NOT SUBJECT TO GARNISHMENT AND EXECUTION

No property owned or held by the Town shall be subject to any garnishment or execution of any kind or nature except as specifically provided by state law.

SECTION 14.08 CONFLICT OF INTEREST

No Member of the Town Council, the Mayor, or any other officer, whether elected, appointed, paid or unpaid, who exercises responsibilities beyond those that are advisory in nature, shall participate in a vote or decision on a matter involving a business entity in which such officer has a substantial interest if it is reasonably foreseeable that an action on the matter would confer an economic benefit on the business entity. If the officer or a person related to the officer within the second degree of affinity or consanguinity has a substantial interest in the business entity that would be pecuniary affected by an official action of the Town Council, the officer, if a Member of the Town Council, shall file an affidavit stating the nature and extent of the interest and abstain from further participation in the matter.

SECTION 14.09 PUBLIC MEETINGS AND RECORDS

All meetings of the Town Council and all boards appointed by the Town Council shall be governed by the provisions of Chapter 551 of the Texas Government Code and any amendments thereto with regard to the posting of agenda and the holding of public meetings. All public records of every office, department or agency of the Town shall be open to inspection by any citizen at all reasonable business

hours, provided that records excepted from public disclosure by Chapter 552 of the Texas Government Code and any amendments thereto shall be closed to the public and not considered public records for the purpose of this section.

SECTION 14.10 INDEMNIFICATION OF OFFICERS

The Town Council shall, by appropriate ordinance, provide for the indemnification and defense of the officers and employees of the Town, including the Members of the Town Council, or any board, commission, or committee, including volunteers, against any loss, cost, or expense, including court costs and attorney's fees, to the extent allowed by law, arising out of any claim, suit, or judgment or settlement thereof, resulting from any alleged negligent act or omission of such officer, employee, member, or volunteer during the discharge of their duties and within the scope of his/ her office, employment, membership, or assigned voluntary position with the Town, or in any other case where the Town is directed or authorized by law to do so. Provided, however, that such indemnification will not be provided for any act arising out of the intentional or knowing violation of any penal statute or ordinance or arising out of any conduct determined by final judgment to be an act of fraud or to have been taken with the intent to deceive or defraud, or for any personal or private business of such officer, employee, member, or volunteer, or for the gross negligence or official misconduct, or willful or wrongful act, or omission of such officer, employee, member, or volunteer.

SECTION 14.11 AMENDMENT OF CHARTER

Amendments to this Charter may be submitted by the Town Council to the qualified voters of the Town for their approval at an election, no more often than once every two (2) years, held in accordance with Chapter 9, Texas Local Government Code.

SECTION 14.12 BOND OR SECURITY NOT REQUIRED

It shall not be necessary in any action, suit or proceeding in which the Town is a party, for any bond, undertaking, or security to be executed on behalf of said Town, that all such actions, suits, appeals, or proceedings shall be conducted in the same manner as if such bond, undertaking, or security had been given, and said Town shall be liable as if such obligation had been duly given and executed.

SECTION 14.13 SEVERABILITY CLAUSE

If any chapter, section, paragraph, sentence, clause or phrase of this Charter shall be held unconstitutional or invalid for any reason by a court of competent jurisdiction, such holding shall not affect the remainder of this Charter nor the context in which such provision so held invalid may appear, except to the extent that an entire chapter, section, paragraph, or sentence may be inseparably connected in meaning and effect with the provision to which such holding shall apply directly.

SECTION 14.14 MEANING OF WORDS

The provisions of this Charter shall be liberally construed for the purpose of effecting the objects and ends thereof. Unless some other meaning is manifest, the word "Town" shall be construed to mean the "Town of Little Elm," and the word "and" may be read "or" or the "or" may be read "and" if the sense requires. Words in the present tense include future tense and, except when a more restrictive meaning is manifest, singular may mean plural. The word "Council" shall be construed to mean the Town Council of the Town of Little Elm. The gender of the wording as contained in this Charter shall always be interpreted to mean either sex.

SECTION 14.15 EFFECTIVE DATE

This Charter shall take effect immediately following adoption by the voters and entry of the official order by the Town Council declaring the same adopted as soon as practicable. After adoption, the Town Mayor shall certify to the Secretary of State an authenticated copy of the Charter under the Town's seal showing approval by the voters. The Town Secretary shall record the Charter in a book kept for that purpose and keep and maintain the same as the official record of the Town.

CHAPTER FIFTEEN
ADOPTION OF CHARTER

SECTION 15.01 SUBMISSION AND ELECTION

A. This Charter Shall be submitted to the qualified voters of the Town of Little Elm for adoption or rejection on the 5th day of May, 2001, at which election, if a majority of the qualified voters voting in such election shall vote in favor of the adoption of this Charter, it shall then immediately become the governing law of the Town of Little Elm, Texas, until amended or repealed.

B. It being impracticable to submit this Charter so that each subject may be voted on separately, it is hereby prescribed that the form of ballot to be used in such election shall be as follows, to wit:

"FOR"

ADOPTION OF CHARTER

"AGAINST"

This Home Rule Charter for the Town of Little Elm, Texas, is respectfully submitted to the Town Council of the Town of Little Elm for the purpose of calling an election on the question of adoption of the Home Rule Charter this 22nd day of February, 2001. This proposed Charter represents the recommendation of the majority of the members of the Home Rule Charter Commission, whose membership and signatures are evidenced below.

SECTION 15.02. CHARTER REVIEW COMMITTEE

(A) The Town Council shall establish and appoint a Charter Review Committee to review and make recommendations regarding the Town Charter. The Charter Review Committee shall be composed of not fewer than seven (7) residents of the Town, and shall be established and appointed by Town Council at least every two (2) years from the date that the prior Charter Review Committee concluded its operations. The Charter Review Committee shall be established and appointed not less than nine (9) months before the selected election date at which any proposed Charter amendments may be considered.

(B) It shall be the duty of the Charter Review Committee to do the following:

1) Inquire into the operation of the Town government under the Charter provisions and determine whether any such provisions require revision. To this end, public hearings may be held; and the Charter Review Committee shall have the power to compel the attendance of any officer or employee of the Town and to require the submission of any non-privileged and non-confidential Town records which the Charter Review Committee may determine is necessary to conduct such hearings.
2) Propose any recommendations to the Town Manager and Town Council that the Charter Review Committee may determine are desirable to ensure compliance with the provisions of this Charter by the Town's departments.

3) Propose amendments to the Charter to improve the effective application of the Charter to current conditions.
4) Report the Charter Review Committee's findings and present its proposed amendments, if any, to the Town Council. Any report of the Charter Review Committee shall be delivered to the Town Attorney at least fifteen (15) days prior to its presentation to the Town Council. Within such time, and no later than ten (10) days prior to its presentation to the Town Council, the Town Attorney shall advise the Charter Review Committee in writing of any changes in proposed amendments which the Town Attorney deems necessary or desirable. A copy of the Town Attorney's recommendations shall be attached to the report of the Charter Review Committee at the time of its presentation to the Town Council.

(C) The Town Council shall receive any Charter Review Committee report and have published in a newspaper of general circulation in the Town all proposed amendments recommended by the final report of the Charter Review Committee.

(D) The term of office of the Charter Review Committee shall not exceed nine (9) months. If during such term, no report is presented to the Town Council, then all records of the proceedings of the Charter Review Committee shall be filed with the Town Secretary.

APPENDIX L

(Cross-reference Policy No. 5.11)

Wellness Program

The purpose of the Town of Little Elm wellness program will be to encourage a healthy workplace with regards to mental, physical, and emotional wellbeing. The wellness program will seek to build an encouraging and social environment focused on awareness, nutrition, activity, and prevention among Town of Little Elm employees and their families. It shall be the goal of the wellness program to support wellness in the work place by maintaining a program that meets the needs of the Little Elm organization and promotes a healthy lifestyle.

A wellness committee will be comprised of employees of the Town of Little Elm. Each department will be encouraged to have at least one member on the committee. Members of the committee will serve an indefinite term and are encouraged to be enthusiastic and supportive of the purpose and goals of the wellness program. The wellness committee will meet at least once a month during regular business hours. All committee members are equal participants and have equal rights to voice opinions and ideas.

Duties of the wellness committee include but are not limited to:

- Provide support of the purpose and goals of the committee.
- Create a sense of employee ownership by participating in the planning and promotion of wellness activities.
- Members must be willing to accept duties on assigned projects.
- Providing evaluations of ongoing programs and activities.
- Providing peer support and advocacy to boost wellness program participation.
- Sharing responsibilities of duties that go along with wellness activities.
- Leading special programs or project initiatives.
- Managing or assisting with wellness related special events.

Premium Reduction Program

Employees shall be given the opportunity to meet preventative care requirements which will determine the cost of the annual premiums that they pay for a given plan year.

Each participant who completes the preventative care requirements at or before the open enrollment period ends will pay the lowest premiums for the following year. Health plan participants who do not complete the preventative care requirements will pay more. The exact premium amounts will be based on the group plan costs and the Town will pay a varying percentage of employee and dependent coverage based on completion of Preventative Health Care Qualifications.

Health and Wellness Education

The Town of Little Elm shall make available opportunities for wellness related health and wellness education to employees. Learning opportunities may be presented in a live format or made available electronically.

Employee Fitness Assessment

Town of Little Elm employees shall be awarded the opportunity to meet with the Town's certified trainers for a comprehensive fitness and nutrition assessment at no cost to the employee. This is considered a

one-time option to help the employee to meet their fitness and nutrition goals.

Recreation Center Membership

Town of Little Elm employees, full time and part time, shall receive family memberships at the The Rec at The Lakefront™ at no cost.

Employee Walk/Stretch Breaks

Employees shall be encouraged to use their breaks for walking or stretching. The time, location, and duration of the breaks shall be at the discretion of the department head and are considered time worked.

Annual Health Fair

The Town of Little Elm shall host an annual employee health fair. The health fair will host a variety of vendors and providers that offer wellness related services or screenings.

Special Programs

A variety of special programs may be offered throughout the year by the Wellness Committee. These programs may include, but are not limited to:

- Town or Departmental Sports Teams
- Weight Loss Challenges
- Walkathons
- Town sponsored 5k's or fitness events
- Relay teams
- Lunch Groups
- Healthy Recipe Sharing
- Fitness interest groups

Special Programs of this nature may be led by an individual member(s) of the Wellness Committee. Special programs that require funding shall be considered by the Town Manager. Unless events occur during an employee's normal working hours or otherwise specified, all special programs are considered voluntary in nature and will not be considered time worked.

**The Town will provide employees with disabilities an opportunity to request reasonable accommodation be made in order for employee to participate in Town Sponsored Activities.

Wellness Incentive Points Program

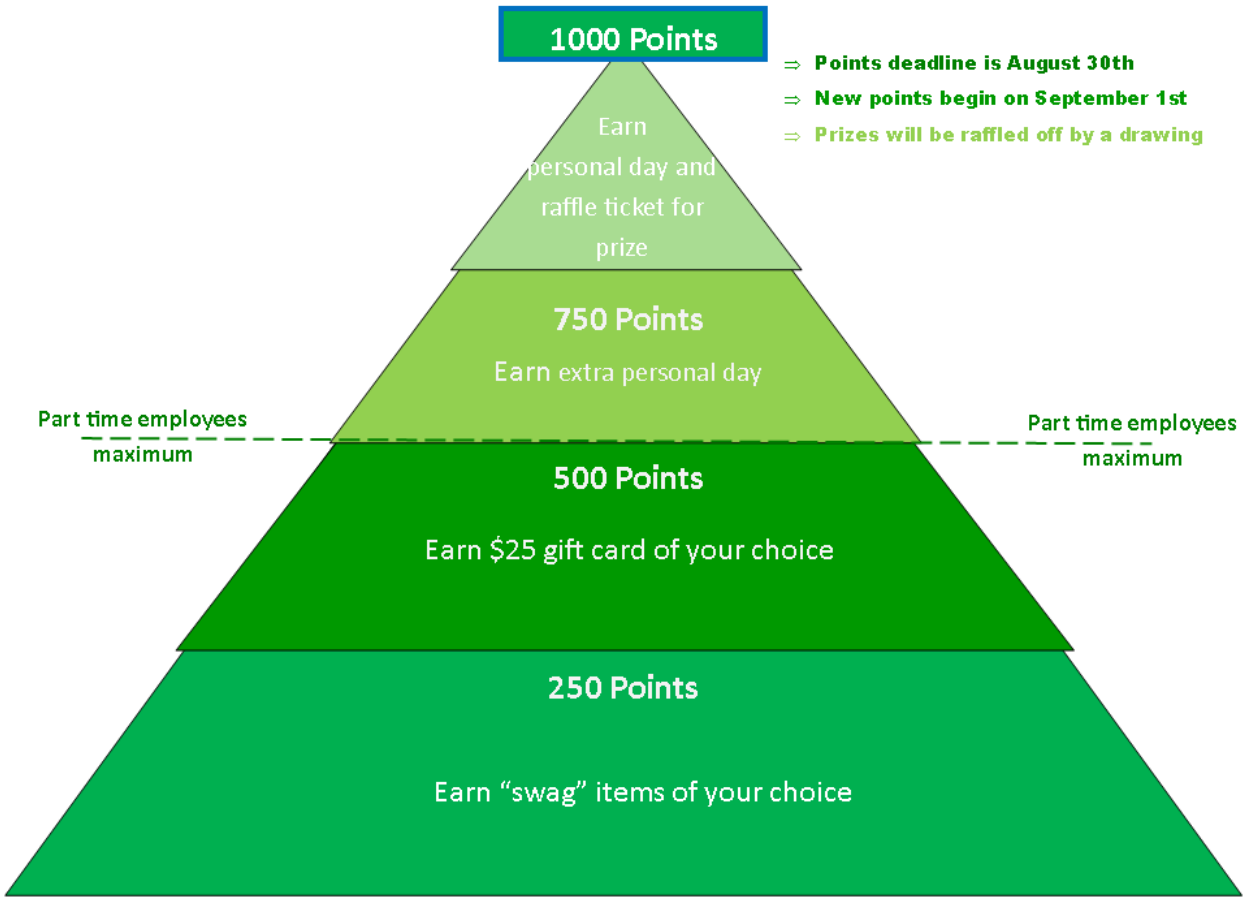
The wellness incentive program is intended to provide rewards to employees who take personal initiative in relation to their own health and wellness. Employees shall be afforded opportunity to earn points for completion of certain health related actions in the areas of prevention, awareness, activity, and nutrition. Rewards and prizes will be offered to the employee based on the number of points accrued annually. Full- time employees have the ability to earn an unlimited amount of points. Part-Time employees are encouraged to participate and will be eligible to earn up to a maximum of 500 points annually.

Employees whose start date is after the Open Enrollment Period ends, will be placed in Tier 1 but are subject to the following for the first plan year:

- 9 months or more until enrollment: complete all requirements (before Nov. 30)
- 6-9 months until the next enrollment period: all persons covered on plan must get Annual Physical/Well Women and Well Child Exam (Dec. 1 – Feb. 28)
- 0-6 months until the next enrollment period: placed in Tier 1 for the first full plan year (Mar. 1 – Aug. 30)

Wellness Incentive Points Program

Items	Points	Max Points
Prevention		
Annual Oral or Dental Exam	100	100
Annual Vision Exam	100	100
Annual Hearing Test	50	50
Flu Shot or other approved vaccination	50	50
Awareness		
Participate in a wellness seminar- 1 per month	10	120
Fitness Assessment w/Personal Trainer	50	50
Health Risk Assessment	50	50
Activity		
Activity Journal: Log 30 minutes of exercise per day	3	500
Specialty Event -point total determined by event	Varies	Varies
Nutrition		
Monthly Nutrition Log: minimum of 21 days per month	10	60



Little Elm Wellness Program

Premium Reduction Program Details

Oral or Dental Screening **Total Points: 100** **Max Points: 100**

Definition: This is your regularly scheduled, annual preventative maintenance exam/cleaning
Where can you get it done: at your family dentist
How to get: provide documentation from your dentist

Vision Exam **Total Points: 100** **Max Points: 100**

Definition: This is your annual suggested vision exam
Where can you get it done: your family ophthalmologist
How to get credit: provide documentation from your doctor

Hearing Test **Total Points: 50** **Max Points: 50**

Definition: This is a preventative hearing test
Where can you get it done: hearing center or specialist recommended by your family doctor
How to get credit: provide documentation from your doctor

Flu Shot or Approved Vaccination **Total Points: 50 Max Points: 50**

Definition: yearly preventative vaccines offered from the approved list in you Enrollment Guide

Where can you get it done: at your family doctor, pharmacy or at a location designated by your employer

How to get credit: provide receipt from the employer designated location or documentation from your doctor or whomever administered the shot

Wellness Seminar **Total Points: 10 Max Points: 120**

Definition: Educational, informative seminar or online webinar based on a particular topic

Where can you get it done: Information will be provided by the Wellness Coordinator with specific details

How to get credit: sign in sheet at workshop or certification of online course

Fitness Assessment **Total Points: 50 Max Points: 50**

Definition: A Certified Personal Trainer meets with you to assess your fitness goals, body fat and circumference measurements

Where can you get it done: Fitness professional of your choice or through service offered at The Rec at The Lakefront™

How to get credit: Documentation showing the assessment was administered

Health Risk Assessment **Total Points: 50 Max Points: 50**

Definition: A health risk assessment (HRA) is a health questionnaire, used to provide individuals with an evaluation of their health risks and quality of life

Where can you get it done: Blue Cross Blue Shield offers it online

How to get credit: Documentation showing that you took the assessment

Activity Journal **Total Points: 3 Max Points: 500**

Definition: Documentation showing your weekly fitness activity

Where can you get it done: anywhere you choose to get active

How to get credit: Provide printout of gym record, print out of activity tracker activity, or handwritten form that records your monthly workouts. You may find a form on the "Y" drive in the Wellness Folder. Pedometers logs will not be accepted. Activity tracker reports must show periods of rigorous activity

Specialty Wellness Event **Total Points: varies Max Points: varies**

Definition: Events designated by Town Manager and Wellness Coordinator that are eligible for wellness points

Where can you get it done: Information will be provided by the Wellness Coordinator with specific details

How to get credit: sign in sheet at event

Monthly Nutrition Log **Total Points: 10 Max Points: 60**

Definition: Log recording your eating habits and caloric intake

Where can you get it done: anywhere you choose to eat

How to get credit: Provide printout of activity from website tracking site, handwritten log, any form of proof that logs your daily eating habits. You are allowed 10 missed days (cheat) days per month. Programs that qualify: My Fitness Pal, Weight Watchers, Spark, etc.) You may find a form on the "Y" drive in the Wellness Folder

APPENDIX M

(Cross-reference Policy No. 4.15)

SICK LEAVE POOL REQUEST FORM

EMPLOYEE INFORMATION			
Employee:		Employee #:	Date of Request:
Title:		Department:	
Date Last Worked:	Expected Return Date:	Is this an on-the-job injury? ☐ Yes ☐ No	
Employee Signature:			Date:
DEPARTMENT CERTIFICATION			
Department Head Signature:			Date:

HUMAN RESOURCES USE ONLY					
Received:	Approved:	Emp Notified:	FMLA Status:	FMLA Start:	FMLA End:
Human Resources Administrator:					Date:
Remarks:					

Pay Date	Hours Authorized		Pay Date	Hours Authorized		Pay Date	Hours Authorized

APPENDIX N

(Cross-reference Policy No. 4.11)

Military Leave of Absence Request and Leave Use Designation

Complete this form and submit it with a copy of your military orders to the Human Resources Department.

Military leave beginning date: _____ Military leave end date (if known): _____

Place a check in the appropriate box(es) below to designate how you want your paid leave applied in your absence. Paid Military leave, if available will be applied before annual leave or compensatory time.

Paid Leave, Compensatory Time, Personal Day, Vacation:

Paid Military Leave

☐ I request that my paid military leave be applied continuously until it is exhausted: or;

☐ I request that my paid military leave be applied 8 hours per month while I am on active duty to retain employer paid benefits.

Note: Under current regulations, eligible employees receive 15 days of paid military leave each year from October 1, through September 30, including while on a military leave of absence. The entitlement of 15 days of paid military leave per year ceases upon your resignation, separation.

Annual (Vacation) Leave:

☐ I request that my annual leave be applied continuously until it is exhausted: or;

☐ I request that my annual leave be applied 8 hours per month of my absence to retain employer paid benefits

☐ I do not wish any of my annual leave to be used during my absence.

☐ Specify Other Annual Leave Use Request _____

Compensatory Time (if available)

☐ I request that my compensatory time be applied continuously until it is exhausted: or;

☐ I request that my paid compensatory time be applied 8 hours per month of my absence to retain employer paid benefits.

☐ I do not wish any of my compensatory time to be used during my absence.

Personal Days

☐ I request that any personal day time for which I am eligible be applied to my leave on the following date(s): _____

Print Name_____

Home Address_____

Home Phone_____ Mobile Phone_____

Signature_____ Date_____

Appendix O

(Cross-reference Policy No. 5.11)

RETIREE NOTIFICATION FORM
Group Health Coverage

Name: _____

Address: _____
Street Number Street Name City State Zip

Department: _____ Title: _____

Phone # _____ Retirement Date: _____

❑ Yes ❑ No Are you retiring under the Texas Municipal Retirement System?

❑ Yes ❑ No Have you been continually employed with the Town of Little Elm for the last five years?

❑ Yes ❑ No Do you have other group health insurance available to you?

❑ Yes ❑ No Does your spouse or covered dependents have other group health insurance available to them?

❑ Yes ❑ No Do you agree to inform the Town of Little Elm if you or a covered member of your family become covered under another group health plan or entitled to Medicare?

❑ Yes ❑ No Do you understand that premium amounts will change from year to year?

❑ Yes ❑ No Do you understand that you are responsible for remitting the full amount of the premium by a specific date, and if you fail to remit the required amount coverage will terminate for you and your dependents?

❑ Yes ❑ No Do you understand that you may continue this plan until the first day of the month in which you reach age 65?

DECLINATION

_____ (initial) I understand that I am eligible for group health coverage continuation; however, I hereby decline retiree health coverage. I understand that this is the only opportunity I will have to continue the Town's group health coverage.

I understand that I also have the right to continue coverage subject to COBRA provisions for up to 18 months, and that this declination will not jeopardize those rights under COBRA.

Employee Signature: _____ Date: _____

APPENDIX P

(Cross-reference Policy No. 2.14)

ACCIDENT/INCIDENT REVIEW BOARD

Effective: March 1, 2022

I. Purpose

The purpose of this policy is to establish and implement consistent guidelines for the Accident/Incident Review Board to utilize when assessing incidents brought before the board.

II. Organization

The Town of Little Elm Accident/Incident Review Board ("the Board") will consist of the following personnel:

A. *The HR Director* shall serve as Chairperson. (Votes only to settle a tie).

B. *The Fleet Manager* shall serve as Assistant Chairperson. *(Non-voting member).*

C. *One* representative of the Town of Little Elm Police Department Traffic Unit as designated by the Chief of Police. (Voting Member).

D. *One* representative of the Public Works Department as designated by the Public Works Director. (Voting Member).

E. *One* representative of the Fire Department as designated by the Fire Chief. (Voting Member).

F. *One* representative of the Finance Department as designated by the CFO. (Voting Member).

G. *One* representative of Development Services as designated by the Director of Development Services. (Voting Member).

H. *One* representative of Parks and Recreation as designated by the Director Of Community Services. (Voting Member).

I. All members will be assigned an alternate member to their board seat by their Department Head. The member will make arrange with their alternate to attend the meeting in the event of their absence and notify the Chairperson.

III. Responsibilities of Members

A. The Town Accident/Incident Review Board will convene once a month to consider incidents from the preceding month, including motorized equipment accidents.

B. Members will be responsible for understanding and consistently applying these guidelines.

C. Members will review the cases to be presented to the Accident/Incident Review Board prior to convening.

D. Members will ask pertinent questions of the Town employee to decide as to whether they believe that the incident in question was preventable.

E. Determine the exact cause of the accident and if it resulted from employee negligence, ignorance of work procedures, faulty equipment, or lack of training.

F. Members will render a decision on whether the incident was preventable or non-preventable based upon majority vote.

G. If a board member is unable to attend a scheduled meeting, the member must decide for their alternate to attend in the member's absence.

H. The Fleet Manager will provide all associated costs of Town owned vehicles no later than one week before the meeting.

I. The Fleet Manager will check the maintenance records of any vehicle associated with the case being reviewed to verify equipment failure or malfunction, if this is claimed or determined to be a cause.

IV. Responsibilities of Human Resources Director

A. The Human Resources Director will act as Chairperson and moderator of the Board and will present each case to the Board and will ask pertinent questions of involved driver and/or the supervisor.

B. The Human Resources Director will set the meeting date and provide all assigned Board members with copies of accident reports and internal driving records of the employees.

C. The Human Resources Director will provide the Board members with "staff notes" indicating reference points pertinent to each case being heard, and identify the appropriate causative factors where applicable. Copies of all relevant information will be provided to Board members no later than Friday before the meeting.

D. The Human Resources Director will early vote all cases that are clearly non- preventable or preventable. The Human Resources Director will assign appropriate points to all early vote cases.

E. The Human Resources Director will send out notifications to all employees and supervisors no later than the seven days in advance of a meeting.

F. The Human Resources Director will send out notifications of points assigned during the early vote process at the completion of the scheduled Accident/Incident Review Board meeting.

V. Format for Review of Incidents

A. The involved employee(s) will appear and answer questions directed from the Board members. The employee's supervisor will be present for the hearing and may answer questions and provide additional information to the Board. In the event the supervisor is unavailable, the Department Head may instead attend the hearing, or the case may be tabled at the discretion of the Board until one or the other can be made available to the employee.

B. After reviewing all pertinent material and after hearing the case presented by the supervisor and the employee, the Board's voting members will vote independently on whether the incident was preventable. The employee and supervisor will be advised of the Board's decision by the Chairperson once all votes have been made. A copy of the decision will be furnished in writing to the employee by the Human Resources Director.

C. If during the hearing it is determined that other employees may have contributed to the

incident and/or safety infraction, (i.e. a supervisor knows the equipment/vehicle needed repairs but allowed the employee to use the equipment), the Human Resources Director will send a letter to the responsible Department Head informing them of the findings. The Department Head will submit in writing to the Human Resources Director a status of the corrective actions within the agreed time frame. Failure to comply with the corrective actions may result in notification of the Town Manager and HR receiving a letter of record for failure of safety compliance.

D. A case may be held in absentia after the second attempt to have the employee show. If the employee cannot make it the supervisor can choose to represent the employee. If neither the employee nor the supervisor appears on the date of the second notice to appear, the Board will review the case in absentia. The points given will be binding.

VI. Preventability

A. An incident is considered to be "**preventable**" when an employee, through deliberate misconduct or negligence, did not do all that could be reasonably expected to avoid the incident. An incident need not require that the employee have violated the law or a Town/Departmental policy to be considered preventable if reasonable action could have been undertaken by the employee to prevent the incident from occurring. Likewise, if an employee's actions are in any way a direct cause of the incident, whether intentionally or unintentionally, the incident was preventable.

B. If an employee did all that a reasonable and prudent person could do under the circumstances of the incident to prevent it from occurring, the incident should be considered **non-preventable**.

VII. Special Preventability Guidelines for Motor Vehicle Accidents

A. Each driver involved in a motor vehicle accident usually contributes to the accident to some degree. If the "other driver" admits fault, it generally means that they see how they have contributed to the accident. Admissions of being at fault by the "other driver," or the "other driver" being cited for a traffic violation related to the accident are not in themselves conclusive evidence to adjudge an incident non-preventable. If the Town driver failed to exercise prudent behavior or acted in a manner which contributed directly to causing the incident, the incident was still preventable.

B. It is the responsibility of a driver to approach, enter or cross intersections in a safe manner, and he or she should be prepared to avoid any accident that might occur through the action of other drivers. Complex traffic movements, blind intersections, or failure of the "other driver" to conform to law or traffic control devices will not automatically discharge an accident as non- preventable.

C. A driver is not automatically relieved of responsibility for an incident if he or she was backing or otherwise maneuvering the vehicle under the guidance of a spotter. It is still the responsibility of a driver to monitor as much as possible and exercise all possible prudence in operating a vehicle. The Board may consider the actions of both a driver and a spotter in determining whether one or both could have prevented the incident.

D. Regardless of the abrupt or unexpected stop of a vehicle ahead, a driver can prevent accidents by maintaining a safe following distance at all times. By following at a safe distance and having his or her vehicle under control, the driver can visualize the traffic situation ahead and anticipate emergencies in time to allow an "out" without being trapped into an accident. Accidents of this sort, or accidents involving a failure to signal while backing, are generally preventable.

E. Failure to pass safely indicates faulty judgment and the possible failure to consider one or more of the important factors a driver must observe before attempting the maneuver. Unusual actions of the driver being passed or of oncoming traffic might appear to exonerate the driver passing, but remember the entire passing maneuver is voluntary and the driver's responsibility. Sideswipes and cut-offs involving a driver while he or she is being passed are preventable when the driver fails to yield the right-of-way to a passing vehicle by slowing down or moving to the right where possible.

F. Adverse weather conditions are not a valid excuse for being involved in an accident. Rain, fog, snow, sleet, or icy pavements increase the hazard of driving, and failure of a driver to adjust to these conditions could be cause for deciding such an accident is preventable.

G. Accidents involving collisions with fixed objects are generally preventable. They usually involve failure of the driver to check or properly judge clearance. New routes, work locations, overhanging obstructions, etc., are not in themselves valid reasons for excusing a driver for being involved. A good driver must be constantly on the alert for such conditions so as to avoid accidents.

H. Any accident caused by mechanical failure that reasonably could have been detected by the driver but went unheeded should be declared preventable. It is always the driver's responsibility to report the unsafe condition of his vehicle. This unsafe condition should be corrected before continued operation results in an accident.

VIII. Assessment of Points

A. If an incident is determined to have been **preventable** by a majority of the voting members of the Board, points will be automatically assessed on the basis of the following factors. **These factors are not discretionary; the Board must assess all applicable points if the incident is ruled to have been preventable**. Whether an accident is preventable shall be established by a preponderance of the evidence.

1. Employee Fails to Take a Damaged Vehicle to Fleet for an Estimate – 1 Point

2. Incident Ruled Preventable – 1 Point

3. Employee Acted in Apparent Violation of Law or Written Policy – 3 Points

IX. Accumulation of Points

Points assessed as a result of the Board's determination are assigned to the employee's internal driving record. Points awarded are cumulative with any existing points and remain on the employee's record for a period of 24 months from the date they were assessed. If an employee accrues 12 points or more in a 24-month period they lose the ability to drive Town vehicles. After 24 months from the date of assessment, the points are removed from the employee's record.

X. Corrective Action

A. At the conclusion of each review board, the Human Resources Director will provide written communication to the Supervisor detailing the decision of the Board and points given.

B. Subsequent to the assessment of points, the Supervisor will determine and assign corrective action for the employee. The Department Head has the ultimate decision-making authority with regard to disciplinary matters.

C. Examples of progressive corrective action are as follows:

1. 1 Point- Verbal Counseling

2. 2 Points- Verbal Counseling and training

3. 3 Points- Letter of Reprimand and training

4. 4 Points or more- Suspension or termination

D. The supervisor/Department Head will contact Human Resources via written memo informing them of the corrective measures taken and when they were or will be enacted by the 30th day after they receive the ruling of the Board.

XI. Right of Appeal

A. An employee assigned points during the early vote process who disputes the Human Resource Director determination that an incident was preventable may request to appear before the Board and have the Board review the decision if the employee believes they can present evidence relevant to the incident that was not available to Human Resources. Employees must make a request to appear before the Board in writing no later than 7 days prior to the Board convening at the next scheduled meeting after the employee received notice of points being assigned to them for the incident in question.

B. An employee who disputes the Board's determination that an incident was preventable may request a review of the decision if he or she believes that he or she can present evidence relevant to the incident that was not available to the employee at the initial hearing. Employees must make a request for appeal in writing within 30 days of the Board's decision stating clearly the reason they dispute the decision and what new information they intend to present to the Board. **The Board will not consider any evidence on appeal that was available to the employee at the time of the original hearing.**

C. The Human Resources Director will reschedule the employee's appeal on the next available Accident/Incident Review Board meeting date, and the Board will reassess the incident in light of the new information provided by the employee. If the Board determines that the evidence presented indicates that the incident was non-preventable by majority vote, any points initially assessed to the employee will be removed from that employee's safety and internal driving record.

D. If the Board determines in light of the new evidence that the incident was still preventable, any points previously assessed will stand as assigned. Even if the evidence presented would indicate that more points may have been assessed than were initially assessed, **the existing point total is all that the employee may be assessed**. Under no circumstances may an employee dispute the assessment of points, as this is not a discretionary function of the Board which would be subject to review.

XII. Good Driving Practice Incentives

A. If an employee with points on his or her internal driving record demonstrates good driving practices without preventable damage for 6 months from the date of points being assessed, they have the opportunity for half the assessed points to be removed from their record.

B. If an employee with points on his or her internal driving record completes an approved defensive driving course within 30 days of the point assignment, they may have the opportunity up to 3 points that have been assigned due to preventable incidents to be removed from their record. The driving course will be paid at the expense of the employee. This opportunity is available to employees once every two years from the point assessment.

APPENDIX Q

(Cross-reference Policy No. 2.37)

Remote Work

The Town of Little Elm considers remote work to be a viable, flexible work option when both the employee and the job duties are suited to such an arrangement. Remote work is best suited for jobs that require independent work with little face-to-face interaction. The option to remote work is intended to allow flexible conditions while ensuring that employees accomplish their work effectively without disruption to Town services and are able to perform the essential functions of the position.

To ensure that staff maintains a high level of service and responsiveness to the Town of Little Elm and its residents, employees are expected to follow established work hours, avoid tardiness and unauthorized absences, and follow reporting requirements.

The Town reserves the right to establish official work hours for any position to ensure accomplishment of the Town's mission.

Remote work shall not affect work responsibilities. This regulation applies to all regular, full-time employees of the town, except where otherwise noted, and is subject to Town Manager and/or Department Head approval.

This policy applies to the positions in the Town of Little Elm identified as remote work eligible. This policy establishes guidelines and rules for remote work when it is a viable work arrangement.

Categories

Each job description will determine eligibility for remote work and, if eligible, include one of the following:

- Limited
  - Employees report to an on-site location for work. Remote work for a limited duration, e.g. a number of hours or day, may be approved by the employee supervisor as appropriate.
- Hybrid
  - No more than 50% of the employees' time may be spent working remotely. Employees are expected to coordinate with supervisors to determine a schedule to allow for consistency and coverage at on-site locations.

- Largely Remote
  - The majority of the employee's work time is spent in an off-site location. The employee may be expected to report to Town facilities periodically for meetings and other work-related purposes.

Based on the Town's operational needs, supervisors and directors may either expand or reduce remote/hybrid hours to achieve the organizational mission.

Determination of position eligibility status and category shall be based on the job functions, not the individuals occupying the positions.

Remote Work Schedule

If an employee is in a classification that is remote eligible, their remote work schedule will be reviewed and calibrated as necessary with their supervisor at least once per year, or as often as necessary for the Town's needs.

No remote work schedules will be approved if they subject to the Town to increased overtime pay liability.

Remote work may be restricted and limited for all positions during an employee's probationary period.

Remote Work Schedule Modification and Cancellation

Daily and weekly remote work schedules may be modified or cancelled at the Town's discretion to meet changing operational needs. Employees may be required to alter the approved remote work schedule as necessary to work additional hours, attend training, or for other business purposes as determined by the Town.

Removal of Remote Work Status

Department directors have authority to add, change or remove positions and employees' authorization to work remotely at any time based on the Town's needs. These decisions are not subject to appeal.

Residency in Texas

Residency within in the State of Texas is required for all remote work employees.

Meeting with Customers or Coworkers

Employees may be required to come to the office for work-related meetings, training or other events that cannot be accomplished through an online platform, even if such meetings occur on the employee's scheduled remote work day.

Employees are expected to comply with Town policies for appropriate professional appearance when participating in online meetings. Employees are required to activate their web cameras and work from an appropriate and professional setting. To minimize the Town's exposure to worker's compensation claims, remote workers may not conduct in-person meetings in their homes.

Availability

Remote employees must maintain contact and be readily accessible during their regularly scheduled work hours and, if specifically requested by their supervisor and/or deemed necessary to perform their job duties, at times outside their regular work hours. Employees must have their supervisor's prior approval to attend to personal business and/or to leave home during regularly scheduled hours for non-work-related matters. Employees approved to remote work must also:

- Keep voicemail updated to direct calls to their home or cell number, as applicable.
- Answer incoming phone calls.
- Coordinate any changes to their remote work schedule with other employees and obtain prior supervisory approval.
- Monitor and be responsive to email.

Open & Ongoing Communications

Open and ongoing communications between remote employees and their supervisors are key to a successful remote work arrangement. Employees and supervisors must work together to keep each other informed of job-related events and information. Employees must communicate with their supervisor in advance, and on an ongoing basis, about any job duties or responsibilities that cannot be effectively performed during remote work. Also, employees must promptly notify their supervisor if personal circumstances, such as illness or dependent care responsibilities, interfere with the ability to fully perform their job duties. Modifications to work hours, work responsibilities and/or work deadlines may be considered and adjusted.

Travel to Alternate Work Locations

Remote employees may, from time-to-time, be required to report to their regular (or a different) work location for meetings, presentations, training, etc. Except for those travel expenses covered by the Town's travel and expense reimbursement policies, employees are responsible for any commuting or other travel costs just as if they were working on-site.

Child and Dependent Care

Employees with a child or other dependents at home who need active or intermittent supervision should make childcare arrangements so they can work without interruption. However, it may be necessary for the employee to spend time caring for a child or other dependent. If so, or if the employee attends to other non-work-related activities during scheduled work time, the employee must accurately account for such time and deduct time from work time.

Remote Location Work Environment

The remote work environment must be situated so that noise from children, other people, animals, and electronics do not pose a distraction or interfere with phone calls and other work duties. Employees must maintain their workspace in a professional and safe condition, free from physical hazards.

Employees will maintain a professional background in video meetings and telephone calls.

Vacation Leave

Employees seeking time away from work that would require the use of vacation time in an on-site work environment must also use vacation time when away from their remote work environment. Unless prior approval is given by the employee's supervisor, remote work will not be available during scheduled vacation time. Employees and supervisors shall comply with Town policies.

Sick Leave

Employees who feel ill and would otherwise use sick leave in an on-site work environment must also use sick leave when in a remote work environment. Employees with questions about this may contact their supervisors for clarification. Employees and supervisors shall comply with Town policies.

Equipment, Supplies, Telephone, and Internet

The Town will determine the appropriate needs (e.g., hardware, software, modem, phone and data lines, facsimile, printer, photocopier, scanner, shredder, etc.) for each employee authorized to remote work. In most cases, high speed internet connectivity and local internet access are required; if unavailable, the employee may be unable to remote work.

- Provided by the Town. Town property may only be used for official Town business and must be immediately returned upon request by the Town. Alternative software, property, equipment, etc. may not be used in place of Town property without prior written approval from IT.
- Provided by Employee. With the exception of property provided by the Town, employees must supply and maintain at their own expense all other equipment, supplies, telephone, Internet access, furniture, etc., necessary to perform their job duties when remote working. Employees are also responsible for utilities, operating costs, home maintenance, and any other costs associated with the use of their home or other authorized location when remote working. The Town is not responsible for damage or repairs to employee property or equipment.
- Computers and Electronic Mobile Devices. Computers, laptops, and other electronic mobile devices used by remote working employee to conduct Town business must be pre-approved by IT.
- Notification to Town. If equipment or software fails or malfunctions, or if anything else impairs the employee's ability to fully perform their job duties, the employee must immediately notify the supervisor or other departmental contact (or IT or HR if no one from the employee's department is immediately available). In such cases, the ability to remote work may be temporarily suspended and/or the employee may be required to report to a regular Town worksite.

Security and Privacy

The Town's normal policies and standards for data privacy, information security, and records retention/management apply. Employees must also physically secure their remote work location to protect

the Town's confidential/sensitive information and to prevent unauthorized use of and access to Town equipment, information, and systems. Steps include but are not limited to locking files/offices, regular password maintenance, data archiving/backup, and shredding copies containing confidential/sensitive information.

Lost or Stolen Remote Office Equipment

Town-issued equipment must remain in the approved remote work location or with the employee personally if they is working at another location. Employees must notify their supervisor and IT immediately if any Town-issued equipment is lost or stolen. IT may then erase hard drives remotely, without warning or regard for their contents. In most cases, employees are responsible for lost and damaged equipment.

Work Performance and Conduct

Employees are expected to assist in helping the Town serve its residents and ensure that Town operations continue uninterrupted. Remote employees must meet the Town's regular standards of conduct, performance, and employment. Refer to the Town's Personnel Policies and other applicable resources for information on Town and departmental policies and procedures. Violation of Town policies and procedures, including this policy, will likely result in disciplinary action, up to and including termination of employment.

Workers' Compensation

Employees injured while performing normal work duties during their scheduled work hours in an approved remote work location will normally be covered by the Town's workers' compensation insurance in accordance with the terms of the policy. Any accident or injury must be reported **immediately** in accordance with the Town's Safety and On-the-Job Workers' Compensation Benefits policies.

Employees shall follow town policies for any injuries that occur while an employee is working in a remote environment. If an accident or injury occurs at a remote work location, the employee authorizes the Town or any involved third party to inspect the remote work location at mutually agreed upon times to observe working conditions.

Exposure to illnesses or chemicals within the remote work environment is generally not considered work-related. However, should an employee have an exposure that may be work-related, the employee must follow town policies.

Update Personnel Records

Employees must make sure that Human Resources and their supervisor have their current home address, home phone number, and personal cell number.

APPENDIX R

(Cross-reference Policy No. 4.14)

Employee Volunteer Program

Purpose

Service is central to our culture in the Town of Little Elm. As local government employees, we serve every day in various capacities to ensure high-quality, dependable services for our residents. In addition to our regular duties, many of our employees seek opportunities outside of work to volunteer their time in service of others in and around our community.

However, we recognize that many of our employees have demands on their time outside of work that prevent them from being able to volunteer. The intent of this policy is to remove this barrier and to give all employees equal opportunity to serve in meaningful, face-to-face ways in and around our community. Such service provides public benefit by helping residents in need, strengthening ties between employees and the community, and increasing employee engagement.

Service Hours

A maximum of 24 paid service hours are available annually to regular, full-time employees. Both non-exempt and exempt employees are encouraged to participate in this program. To qualify, the Service hours do not roll over from year to year, and hours must be used within the fiscal year they are given. When employees leave the Town, unused service hours will be returned to the Town and employees will not receive a payout for this balance.

Qualifying Service Activities

Acceptable service opportunities should include significant "face-to-face" interaction. Service opportunities must be town-organized service events, activities facilitated by a 501(c)(3) non-profit charitable organizations, or an independent school district, and determined by the Human Resources Director to be of public benefit pursuant. Activities involving political groups or causes do not qualify for the use of Service Hours.

Employees have the flexibility to select service opportunities that interest them and fit within the guidelines of qualifying activities. Employees who are unsure if their service idea will qualify for Service Hours should contact the Human Resources Director.

Application Process

Employees should submit their application to the Human Resources Director no less than three (3) working days prior to the requested service activity. If approved, the application will be forwarded to the supervisor for final approval.

Supervisors are given discretion to deny applications during days or times that would interfere with normal operations or when approval would cause overtime work to become necessary for the applicant or others in their department. However, supervisors should make reasonable accommodations to allow for Service Hours and encourage their employees to serve. This may be accomplished through flexing time if the activity occurs on an employee's normal scheduled day off.

If the Human Resources Director determines that the requested activity does not qualify for Service Hours, the Director will indicate the denial on the Application and return to the employee within two (2) business days of receipt.

If the supervisor denies the application, they must indicate the denial on the form, include a brief explanation for the denial, and email to the Human Resources Director and the employee as soon as reasonably possible.

Employees may participate in service activities only after receiving a fully executed Application indicating approval from the Human Resources Director and their supervisor.

Tracking Service Hours

Upon returning to work from the service activity, employees should record their time on their timesheet as “Volunteer”. Service Hours will be used to calculate the total number of weekly hours worked for non-exempt employees. Employees will only receive paid time at the normal rate for Service Hours and will not be reimbursed for mileage, meals, travel, or any other expenses.

Misuse of Service Hours

Employees who provide false or misleading information on their Application, or who use Service Hours for any activity other than the service activity approved on their Application, will be subject to appropriate disciplinary action, up to and including termination of employment.

Employee Volunteer Program - Application Form

Section 1. Applicant Information

Name_____(Date Submitted)_____

Department_____(Supervisor)_____

Section 2. Description of Service Activity

Sponsoring Organization _____

Description of Service Activity

_____
_____
_____
_____

Date & Time of Service Activity _____

Section 3. Human Resources Approval
[ ] Approved
[ ] Denied

(sign)_____(date)_____
(print)_____

Section 4. Supervisor Approval
[ ] Approved
[ ] Denied (Explain) _____

_____

(sign)_____(date)_____
(print)_____

Supervisors: Please email completed form to the Human Resources Department and notify the applicant of approval or denial of request.

APPENDIX S

(Cross-reference Policy No. 4.04)

Town of Little Elm Policy 4.04
Paid Parental Leave Request Form

Town of Little Elm Policy 4.04, Paid Parental Leave, is effective March 28, 2023 and applies to full-time employees who are eligible and approved for family leave under the Family and Medical Leave Act (FMLA) for the birth, adoption, or foster placement of a child. Eligible employees may request and be approved for a maximum of one (1) calendar week of paid parental leave taken continuously during the 3-month period immediately following the birth, adoption, or foster placement of a child. Paid parental leave runs concurrently with FMLA and is counted against an employee's 12-week FMLA entitlement.

Employees requesting Paid Parental Leave **must complete this form and submit it (scan or take a picture)** and email to the HR Department, dhale@littleelm.org.

Employee Name: _____ Department: _____

Employee Personal Email: _____ Cell Phone #:

Direct Supervisor: _____

Estimated Start of Leave: _____ Estimated Return: _____

Requested Leave is for: ☐ Birth ☐ Adoption ☐ Foster Placement

Have you already requested FMLA? ☐ Yes ☐ No

Do you have documentation that lists you as the child's parent/legal guardian? ☐ Yes ☐ No

I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THE PAID PARENTAL LEAVE POLICY EFFECTIVE MARCH 28, 2023, AND IT IS MY RESPONSIBILITY TO READ AND COMPLY WITH THE POLICIES AND PROCEDURES IN THIS POLICY AND ANY REVISIONS MADE TO IT.

I AM AWARE THAT PAID PARENTAL LEAVE MUST BE USED CONTINUOUSLY WITHIN THE 3-MONTH PERIOD IMMEDIATELY FOLLOWING THE BIRTH, ADOPTION, OR FOSTER PLACEMENT OF A CHILD. I UNDERSTAND THAT IF I RETURN TO WORK AT ANY TOWN LOCATION OR ANY PREVIOUSLY APPROVED SECONDARY EMPLOYMENT LOCATION PRIOR TO EXHAUSTING ONE (1) WEEK OF APPROVED PAID PARENTAL LEAVE, ANY UNUSED LEAVE WILL BE FORFEITED. FORFEITURE OF PAID PARENTAL LEAVE DOES NOT AFFECT FMLA ELIGIBILITY.

I UNDERSTAND I MUST SEPARATELY ENROLL MY CHILD(REN) IN THE TOWN'S BENEFIT PLANS WITHIN 30 DAYS OF THE DATE OF BIRTH, ADOPTION, OR FOSTER PLACEMENT, OR I WILL NOT BE PERMITTED TO DO SO UNTIL THE NEXT ANNUAL ENROLLMENT OR QUALIFYING LIFE EVENT.

_____ _____
Employee Signature Date

TO BE COMPLETED BY HUMAN RESOURCES:

Approved for FMLA Family Leave ☐ Yes ☐ No

Approved for Paid Parental Leave ☐ Yes ☐ No

Documentation Received by Human Resources: _____

First Eligible Date of Leave: _____ Last Eligible Date of Leave: _____

_____ _____
HR Director Date

Date:	09/19/2023
Agenda Item #:	5. G.
Department:	Finance
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to Approve **Ordinance No. 1728 Providing for Refuse Rates; Providing for a Repealing Clause; Providing for a Severability Clause; and Providing an Effective Date per request of Community Waste Disposal for Disposal Rate Adjustments per Current Service Contract.**

DESCRIPTION:

The Town of Little Elm has a 5-year contract with CWD for trash and recycling services that was effective February 1, 2020, and expiring January 31, 2025. Under this current contract, CWD is allowed to petition the Town of Little Elm for disposal increases for residential and residential recycling rates effective October 1, 2022, and each 12 months thereafter. The Town received an increase for disposal fees from CWD October 1, 2022, that was not passed along to the residents of Little Elm. Commercial Waste Disposal (CWD) is requesting another disposal increase effective October 1, 2023, in accordance with the Refuse and Recycling service contract for residential refuse and residential recycling rates. This requested increase for disposal fees are outlined in the supporting schedules.

The Town refuse rates outlined in Ordinance No. 1728 passes along the disposal increase that was for 2022 and the 2023. Currently, the rate for such services is $18.03 per month. Effective October 1, 2023, residents will see for such services $18.93 per month. A residential customer with a one trash receptacle and one recycling receptacle picked up weekly will see a total increase to their monthly trash bill of $0.90.

This increase was discussed with Council in a workshop at their regular meeting on September 5, 2023.

BUDGET IMPACT:

The increase in charges for services for Solid Waste collections and expenses for CWD is reflected in the adopted FY 2023-2024 budget in the Solid Waste Fund.

RECOMMENDED ACTION:

Staff recommend approval.

Attachments

Ordinance No. 1728 Refuse and Recycling Rates

Schedule A

CWD Supporting Documentation

ORDINANCE NO. 1728

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

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

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

Refuse Rates	**$**	**Rate** (Effective 10-01-2023)
Residential Customers – garbage (monthly)		15.50
Residential Customers – recycle (monthly)		3.43
Additional Refuse Cart (ea.)		7.70
Additional Recycle Cart (ea.)		2.42
Replacement of Refuse Cart		75.00

Multi-family Rates	**$**	**Rate** (Effective 2-01-2023)
Recycle rates per unit		0.66

Commercial Customers	**$**	**Rate** (Effective 2-01-23)
Front Load Trash - 2 cubic yard		
1 x week		102.99
2 x week		184.82
3 x week		242.44
4 x week		321.97
5 x week		381.35
6 x week		427.34
Front Load Trash - 3 cubic yard		
1 x week		110.03
2 x week		207.90
3 x week		328.83
4 x week		409.76
5 x week		515.20
6 x week		522.30
Front Load Trash - 4 cubic yard		
1 x week		125.56
2 x week		224.30
3 x week		298.99
4 x week		397.30
5 x week		470.01
6 x week		527.01

Front Load Trash - 6 cubic yard		
1 x week		160.54
2 x week		284.45
3 x week		394.97
4 x week		522.19
5 x week		615.48
6 x week		667.58
Front Load Trash - 8 cubic yard		
1 x week		203.76
2 x week		354.67
3 x week		523.85
4 x week		690.64
5 x week		813.65
6 x week		913.02
Front Load Compactors - 6 cubic yard		
1 x week		578.98
2 x week		1,065.88
3 x week		1,784.96
4 x week		2,229.13
Front Load Cardboard - 8 cubic yard		
1 x week		86.48
2 x week		172.97
3 x week		259.38
Front Load Miscellaneous Charges		
Casters (per container)		12.08
Gates (per pick-up)		9.63
Locks (per pick-up)		9.63
Commercial Collection – 95 Gallon Cart (refuse)		
1 x week		23.75
Each additional Carts (1 x week)		18.48
Commercial Collection – 95 Gallon Cart (recycle)		
1 x week		15.86
Each additional Carts (1 x week)		11.86
Commercial Roll Off Services		
35SC Weekday Haul * #		410.19
35SC Weekend Haul * #		445.14
40RC Weekday Haul * #		427.69
40RC Weekend Haul * #		462.56
# Disposal for payload tons up to 54K pds GVW		60.88
# Disposal charge for excess payload over 54K pds		154.39
6 Yard Recycle Containers		
Weekday transport		111.14
Rental		20.00

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

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

tax. The monthly fee for such services shall be charged along with water and sewer charges. A penalty for an overdue bill may be charged.

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

Service Fees	**$**	**Rate** (Effective 02-01-19)
Disconnect Fee		50.00
Return Check Fee		30.00

SECTION 3. Repeal of conflicting ordinances: All ordinances or parts of ordinances in force when the provisions of this ordinance become effective, which are inconsistent or in conflict with the terms or provisions contained in this ordinance, are hereby repealed to the extent of any such conflict. This Ordinance amends those refuse rates previously established by Ordinance Nos. 1089, 1121, 1257, 1307, 1370, 1434, 1476, 1535, 1586, 1654, and 1701.

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

SECTION 5. Saving Clause: This Ordinance shall be cumulative of all other ordinances of the Town and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance. This Ordinance amends those refuse previously established by Ordinance No. 1089, 1121, 1257, 1307, 1370, 1434, and 1476, 1535, 1586, 1654, and 1701.

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

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

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas, on the 19th day of September, 2023.

TOWN OF LITTLE ELM, TEXAS

_____
Curtis J. Cornelious, Mayor

ATTEST:

_____
Caitlan Biggs, Town Secretary

Schedule A

Town of Little Elm Solid Waste Collection and Recycling Serivces

For the period of;

October 01, 2023 to September 30, 2024

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

Solid Waste Collection and Recycling Services	Oct 1, 2022 City Pricing with Franchise Fee	Oct. 1, 2022 CWD Rate	Landfill Adj 21.05%	Total Adj	Pre Billing Fee Rate	Billing Fee 3.75%	Oct. 1, 2023 CWD Rate	Oct 1, 2023 City Pricing with Franchise Fee
Residential Services								
			27%					
Residential Trash	N/A	$11.07	$0.63	**$0.63**	$11.70	$0.00	$11.70	N/A
Each Additional Cart	N/A	$6.26	$0.36	**$0.36**	$6.62	$0.00	$6.62	N/A
			27%					
Residential HHW	N/A	$0.28	$0.00	**$0.00**	$0.28	$0.00	$0.28	N/A
			12%					
Residential Recycling	N/A	$2.51	$0.06	**$0.06**	$2.57	$0.00	$2.57	N/A
Each Additional Cart	N/A	$2.36	$0.06	**$0.06**	$2.42	$0.00	$2.42	N/A
Residential Multi-Family Recycling Rate								
			12%					
Rate Per Unit	$0.66	$0.57	$0.00	**$0.00**	$0.00	$0.00	$0.57	$0.66
Front Load Commercial Trash Container Services								
2 Cubic Yard								
1 X Week	$91.17	$79.28	$0.00	**$9.91**	$86.32	$3.24	$89.56	$102.99
2 X Week	$163.61	$142.27	$0.00	**$17.77**	$154.90	$5.81	$160.71	$184.82
3 X Week	$214.64	$186.64	$0.00	**$23.31**	$203.20	$7.62	$210.82	$242.44
4 X Week	$285.03	$247.85	$0.00	**$30.96**	$269.85	$10.12	$279.97	$321.97
5 X Week	$337.59	$293.56	$0.00	**$36.67**	$319.62	$11.99	$331.61	$381.35
6 X Week	$378.32	$328.97	$0.00	**$41.09**	$358.17	$13.43	$371.60	$427.34
3 Cubic Yard								
1 X Week	$97.41	$84.70	$0.00	**$10.58**	$92.22	$3.46	$95.68	$110.03
2 X Week	$184.05	$160.04	$0.00	**$19.99**	$174.25	$6.53	$180.78	$207.90
3 X Week	$291.10	$253.13	$0.00	**$31.62**	$275.60	$10.34	$285.94	$328.83
4 X Week	$362.74	$315.43	$0.00	**$39.40**	$343.43	$12.88	$356.31	$409.76
5 X Week	$456.10	$396.61	$0.00	**$49.54**	$431.81	$16.19	$448.00	$515.20
6 X Week	$462.37	$402.06	$0.00	**$50.22**	$437.75	$16.42	$454.17	$522.30
4 Cubic Yard								
1 X Week	$111.15	$96.65	$0.00	**$12.07**	$105.23	$3.95	$109.18	$125.56
2 X Week	$198.56	$172.66	$0.00	**$21.57**	$187.99	$7.05	$195.04	$224.30
3 X Week	$264.68	$230.16	$0.00	**$28.75**	$250.59	$9.40	$259.99	$298.99
4 X Week	$351.70	$305.83	$0.00	**$38.21**	$332.99	$12.49	$345.48	$397.30
5 X Week	$416.09	$361.82	$0.00	**$45.19**	$393.93	$14.77	$408.70	$470.01
6 X Week	$466.56	$405.70	$0.00	**$50.67**	$441.71	$16.56	$458.27	$527.01
6 Cubic Yard								
1 X Week	$142.12	$123.58	$0.00	**$15.44**	$134.55	$5.05	$139.60	$160.54
2 X Week	$251.80	$218.96	$0.00	**$27.36**	$238.41	$8.94	$247.35	$284.45
3 X Week	$349.66	$304.05	$0.00	**$37.98**	$331.04	$12.41	$343.45	$394.97
4 X Week	$462.28	$401.98	$0.00	**$50.22**	$437.67	$16.41	$454.08	$522.19
5 X Week	$544.87	$473.80	$0.00	**$59.19**	$515.86	$19.34	$535.20	$615.48
6 X Week	$590.99	$513.90	$0.00	**$64.19**	$559.52	$20.98	$580.50	$667.58
8 Cubic Yard								
1 X Week	$180.38	$156.85	$0.00	**$19.60**	$170.78	$6.40	$177.18	$203.76
2 X Week	$313.97	$273.02	$0.00	**$34.11**	$297.26	$11.15	$308.41	$354.67
3 X Week	$463.75	$403.26	$0.00	**$50.38**	$439.06	$16.46	$455.52	$523.85
4 X Week	$611.41	$531.66	$0.00	**$66.41**	$578.85	$21.71	$600.56	$690.64
5 X Week	$720.30	$626.35	$0.00	**$78.24**	$681.95	$25.57	$707.52	$813.65
6 X Week	$808.27	$702.84	$0.00	**$87.79**	$765.23	$28.70	$793.93	$913.02
6 Yard Front Load Compactors								
6 Yard								
1 X Week	$512.56	$445.70	$0.00	**$55.67**	$485.26	$18.20	$503.46	$578.98
2 X Week	$943.60	$820.52	$0.00	**$102.49**	$893.35	$33.50	$926.85	$1,065.88
3 X Week	$1,580.18	$1,374.07	$0.00	**$171.64**	$1,496.04	$56.10	$1,552.14	$1,784.96
4 X Week	$1,973.39	$1,715.99	$0.00	**$214.34**	$1,868.31	$70.06	$1,938.37	$2,229.13

Schedule A

Town of Little Elm Solid Waste Collection and Recycling Serivces

For the period of;

October 01, 2023 to September 30, 2024

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

Solid Waste Collection and Recycling Services	Oct 1, 2022 City Pricing with Franchise Fee	Oct. 1, 2022 CWD Rate	Landfill Adj 21.05%	Total Adj	Pre Billing Fee Rate	Billing Fee 3.75%	Oct. 1, 2023 CWD Rate	Oct 1, 2023 City Pricing with Franchise Fee
Commercial Special Services								
Casters (per pick-up)	$11.14	$9.69	$0.00	$0.78	$10.12	$0.38	$10.50	$12.08
Gates (per pick-up)	$8.89	$7.73	$0.00	$0.62	$8.07	$0.30	$8.37	$9.63
Locks (per pick-up)	$8.89	$7.73	$0.00	$0.62	$8.07	$0.30	$8.37	$9.63
Front Load Cardboard Container (OCC)								
8 Cubic Yard								
1 X Week	$78.14	$67.95	$0.00	$6.99	$72.48	$2.72	$75.20	$86.48
2 X Week	$156.29	$135.90	$0.00	$13.98	$144.97	$5.44	$150.41	$172.97
3 X Week	$234.38	$203.81	$0.00	$20.96	$217.40	$8.15	$225.55	$259.38
6 Yard Recycle Containers								
Weekday Transport	$100.42	$87.32	$0.00	$8.99	$93.15	$3.49	$96.64	$111.14
Rental	$18.46	$16.05	$0.00	$1.29	$16.76	$0.63	$17.39	$20.00
Commercial Trash Cart Sevice								
First Trash Poly-Cart	$21.11	$18.36	$0.00	$2.20	$19.90	$0.75	$20.65	$23.75
Each Additional Cart	$16.45	$14.30	$0.00	$1.71	$15.49	$0.58	$16.07	$18.48
Commercial Recycle Cart Sevice								
First Recycle Poly-Cart	$14.33	$12.46	$0.00	$1.28	$13.29	$0.50	$13.79	$15.86
Each Additional Cart	$10.72	$9.32	$0.00	$0.96	$9.94	$0.37	$10.31	$11.86
Roll Off Compactors								
35 SC Weekday Haul * #	$359.10	$312.26	$0.00	$42.83	$343.80	$12.89	$356.69	$410.19
35 SC Weekend Haul * #	$389.69	$338.86	$0.00	$46.48	$373.09	$13.99	$387.08	$445.14
40 RC Weekday Haul * #	$374.39	$325.56	$0.00	$44.66	$358.45	$13.44	$371.89	$427.67
40 RC Weekend Haul * #	$404.94	$352.12	$0.00	$48.30	$387.69	$14.54	$402.23	$462.56
* Disposal for weight up to 27 tons GVW	$50.30	$43.74	$0.00	$8.87	$51.03	$1.91	$52.94	$60.88
# Excess Payload for trucks over 27 tons GVW	$127.55	$110.91	$0.00	$22.50	$129.40	$4.85	$134.25	$154.39
Trip Charge (Dry Run) - weekday	$182.03	$158.29	$0.00	$13.95	$166.52	$6.24	$172.76	$198.67
30 Yard Open Top Roll Off Containers								
Delivery	$180.73	$157.16	$0.00	$13.85	$165.33	$6.20	$171.53	$197.26
Trip Charge (Dry Run) - weekday	$180.73	$157.16	$0.00	$13.85	$165.33	$6.20	$171.53	$197.26
Weekly Rental	$63.55	$55.26	$0.00	$4.44	$57.70	$2.16	$59.86	$68.84
Haul Weekday (plus disposal) * #	$465.66	$404.92	$0.00	$55.54	$445.82	$16.72	$462.54	$531.92
Haul Weekend (plus disposal) * #	$498.92	$433.84	$0.00	$59.51	$477.67	$17.91	$495.58	$569.92
* Disposal for weight up to 27 tons GVW	$56.45	$49.09	$0.00	$9.96	$57.28	$2.15	$59.43	$68.34
# Excess Payload for trucks over 27 tons GVW	$142.49	$123.90	$0.00	$25.14	$144.56	$5.42	$149.98	$172.48

CWD
CommunityWasteDisposal.com

August 16, 2023

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

RE: Residential Cost Adjustment Effective October 01, 2023

Dear Matt:

In accordance with the Residential Refuse and Recycling Service Contract, Community Waste Disposal (CWD) is advising you of cost adjustment. This notification is to inform you of our request for a Cost Adjustment effective October 01, 2023. Attached is a new 2023 Residential "Schedule A" outlining the changes in rates, a worksheet that recaps the changes in disposal, and landfill information.

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

2022 Residential Rate	$ 11.07	2022 Residential Recycle Rate	$ 2.51
2023 Residential Rate	$ 11.70	2023 Residential Recycle Rate	$ 2.57

If you would like to schedule a meeting with City Management/Staff to discuss CWD's 2022 cost adjustment request, please contact CWD's Municipal Coordinator, Robert Medigovich at 972.333.6106.

Sincerely,

Chyna Nguyen
Accounts Receivable Manager

Enc: 2022 Schedule A Worksheet
Calculation Worksheet
Landfill

CC: Robert Medigovich
Greg Roemer
Jason Roemer
Jim Huyck
Doug Peach
Kelly Wilson

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

TOWN OF LITTLE ELM
2023 COST ADJUSTMENT WORKSHEET

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

Landfill Worksheet		
	2022	2023
Disposal Rate	$ 29.74	$ 36.00
Percent of Change		21.05%

INDEX CHANGE	
CPI%	0.00%
Fuel %	0.00%
Disposal %	21.05%

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

	F/L	R/O	R/O Excessive Weight	Resi Trash	Resi Rcy
CPI	0.00%	0.00%	0.00%	0.00%	0.00%
Fuel	0.00%	0.00%	0.00%	0.00%	0.00%
Disposal	6.31%	8.42%	21.05%	5.68%	2.53%
Total	**6.31%**	**8.42%**	**21.05%**	**5.68%**	**2.53%**

Republic Services Disposal Agreement

(Not for Special Waste)

Customer Name : Community Waste Disposal
Address : 2010 California Crossing
Dallas, TX 75220
Contact Name : Greg Roemer Phone Number : 972-392-9300
FED ID # : PO Number :

Republic Landfill Name: Camelot and Lewisville Landfills
Address : 580 Huffines Blvd
Lewisville, TX 75056
Contact Name : Phone Number :

Contract Effective Date : 10 / 1 / 22

Waste Types : MSW, C&D (MSW, C/D, Etc.)

Unit of Measure for Billing : Tons (Tons/Yard/Load)

Disposal Fee : $ 36.00 / Unit of Measure Above
Taxes/Host Fees/Charges : $ / Unit of Measure Above
Administrative Fee : $ 10.50 / Month
Environmental Fee : $ included / , or % of Disposal Fee
Fuel Recovery Fee : $ included / , or % of Disposal Fee
Other Fees : $ / , or % of Disposal Fee

Invoice Period : Semi-Monthly (Weekly, Semi-Monthly, 3 Per Month)

All Payments Are Due Within 30 Days After Receipt of Invoice

Minimum Volume : 54,000 Tons / Year (based on actual volume received)
Maximum Volume : / Unit of Measure Above / Month/Quarter/Year
True-Up Period for Minimum Volume Calculations: Year (Month, Quarter, Year)

Special Instructions : One-Ton Minimum Charge per Load. Customer will have the same operating hours access to landfills as Republic Services vehicles.

THE PARTIES AGREE TO THE TERMS CONTAINED IN THE ATTACHED "REPUBLIC SERVICES DISPOSAL AGREEMENT TERMS AND CONDITIONS"

Republic:

Clint Dickerson 8/24/22
Signature Date

Name: Clint Dickerson
Title: General Manager

Customer:

[signature] 8/19/22
Signature Date

Name: Jason Roemer
Title: Vice President

12225875.2

Date:	09/19/2023
Agenda Item #:	5. H.
Department:	Development Services
Strategic Goal:	Maximize community recreation and leisure activities
Staff Contact:	Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to **Award a Construction Contract for the Wood Family Dog Park Expansion Project (Bid #2023-20) to Ratliff Hardscape, LTD in an amount not to exceed $350,000.**

DESCRIPTION:

On November 20, 2018, Town Council approved the construction contract for the proposed Wood Family Dog Park located behind the previously constructed McCord Park Splash Pad. The original project scope included the construction of two new dog park areas with pavilions, picnic pavilions, an interpretive boardwalk, pedestrian trail and connections, prefabricated pedestrian bridge, site furnishings, amenities, wildflower areas, planting and irrigation. The project was completed in 2019, but did not include a third dog park area (Large Dog Area B) that was included in the original design.

On May 16, 2023, Town Council approved an agreement with a donor to provide funding for Large Dog Area B. Town staff have completed the procurement process and received bids from five vendors, and Ratliff Hardscape, LTD was selected as the lowest responsible bidder. After reviewing the bid submittals, all of them resulted in bids that exceeded the allocated project budget. In order to bring the project within the budget, staff have identified elements that are necessary to construct a functional dog area. Other items were removed from the project but could be added at a later date if additional funding is identified.

BUDGET IMPACT:

Base Bid	$ 340,516.50
Contingency	$ 9,483.50
Total Funding Request	**$ 350,000.00**

Funding for the project is available through the $300,000 as described in the approved donation agreement, and the remaining $50,000 is identified in the Community Development Corporation budget.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Project Layout
Bid Tabulation
Draft Standard Agreement
Donation Agreement

AREA 6

AREA 8

AREA 3

AREA 5

AREA 7

AREA 4

AREA 1

AREA 2

PROPOSED WORK AREA

TRAIL CONNECTION

PEDESTRIAN BRIDGE

LARGE DOG AREA B

LARGE DOG AREA A

APPROX. FLOODPLAIN

INTERPRETIVE BOARDWALK

SMALL DOG AREA

POND

APPROX. FLOWAGE EASEMENT

PARKVIEW APARTMENTS

A TRACT OF LAND DESCRIBED IN A DEED TO LOAR MAIN MARKET LLC COF#2015-126894 R.P.R.D.C.T.

3 STORY STONE & STUCCO APARTMENT BUILDING

TRAIL CONNECTION TO SPLASHPAD

EXISTING SPLASHPAD

SEE EX. CONDITIONS & DEMOLITION PLAN FOR BENCHMARK INFORMATION.

NORTH

GRAPHIC SCALE

0 60 120

1 inch = 60'

REVISIONS

NO.	DATE	DESCRIPTION

OVERALL LAYOUT PLAN

DUNAWAY

550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121 • Fax: 817.335.7437
(TX REG. F-1114)

McCORD PARK PHASE 2
BID PACKAGE 2 - PARK IMPROVEMENTS
LITTLE ELM, TX

REGISTERED LANDSCAPE ARCHITECT
ELIZABETH McCATH
2480
STATE OF TEXAS

9/27/2018

JOB NO.	B001712.004
DESIGNED BY:	EMC
DRAWN BY:	TDD
CHECKED BY:	EMC
DATE:	SEPTEMBER 27, 2018
SHEET:	L0.00

FILENAME - Layout Overall.dwg
PLOTTED BY - Tim Dunaway
PLOTTED ON - Wednesday, September 26, 2018
PLOTTED AT - 10:29:39 AM

				Ratliff Hardscape, LTD		Green Scaping (C. Green Scpaing, LP)	
				Total Price	$340,516.50	Total Price	$433,797.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Erosion Control	1	LS	$15,600.00	$15,600.00	$15,900.00	$15,900.00
2	Misc. Demolition and Site Preperation	1	LS	$23,400.00	$23,400.00	$59,940.00	$59,940.00
3	Tree Protection	1	LS	$5,200.00	$5,200.00	$2,600.00	$2,600.00
4	Earthwork for Site	1	LS	$50,050.00	$50,050.00	$52,882.00	$52,882.00
5	Electrical Service	1	LS	**$34,886.00**	$34,886.00	$95,320.00	$95,320.00
6	6 foot Wide Concrete Trail	1100	SF	$8.00	$8,800.00	$8.20	$9,020.00
7	8 foot Wide Concrete Trail	700	SF	**$8.00**	$5,600.00	$8.10	$5,670.00
~~8~~	~~Integral Color Concrete with Salt Finish~~	~~435~~	~~SF~~	~~$18.00~~	~~$0.00~~	~~$12.00~~	~~$0.00~~
~~9~~	~~Concrete Bench Pad~~	~~90~~	~~SF~~	~~$8.00~~	~~$0.00~~	~~$10.00~~	~~$0.00~~
~~10~~	~~Small Pavilion~~	~~2~~	~~LS~~	~~**$35,255.00**~~	~~$0.00~~	~~$46,460.00~~	~~$0.00~~
~~11~~	~~Small Pavilion Concrete Slab~~	~~2~~	~~EA~~	~~$16,980.00~~	~~$0.00~~	~~$20,830.00~~	~~$0.00~~
12	5 foot Height Fence - Vinyl Coated Chainlink	630	LF	**$50.00**	$31,500.00	$62.00	$39,060.00
13	5 foot Height Pedestrian Gate at Bullpen Entr	4	EA	$490.00	$1,960.00	$1,350.00	$5,400.00
14	5 foot Height Maintenance Gate - Vinyl Coate	1	EA	**$1,010.00**	$1,010.00	$2,700.00	$2,700.00
15	8 inch Width Concrete Mow Strip	305	LF	$18.50	$5,642.50	$26.00	$7,930.00
16	18 inch Width Concrete Mow Strip	630	LF	$26.00	$16,380.00	$34.00	$21,420.00
~~17~~	~~Park Bench~~	~~2~~	~~EA~~	~~$4,433.00~~	~~$0.00~~	~~$2,920.00~~	~~$0.00~~
~~18~~	~~Trash Receptacles~~	~~2~~	~~EA~~	~~$4,303.00~~	~~$0.00~~	~~$2,240.00~~	~~$0.00~~
19	Dog Park Rules Signage	1	EA	**$1,300.00**	$1,300.00	$2,315.00	$2,315.00
20	Dog Waste Bag Dispenser	6	EA	$1,170.00	$7,020.00	$760.00	$4,560.00
~~21~~	~~Dog Wash Station~~	~~1~~	~~EA~~	~~$19,825.00~~	~~$0.00~~	~~$10,720.00~~	~~$0.00~~
22	Subsurface Drainage	1	LS	$3,380.00	$3,380.00	**$3,360.00**	$3,360.00
23	Artificial Turf on Aggregate Base	440	SF	**$12.50**	$5,500.00	$23.00	$10,120.00
~~24~~	~~Decorative River Rock~~	~~675~~	~~SF~~	~~**$6.50**~~	~~$0.00~~	~~$13.00~~	~~$0.00~~
~~25~~	~~Decorative Moss Boulder~~	~~1~~	~~EA~~	~~**$260.00**~~	~~$0.00~~	~~$1,380.00~~	~~$0.00~~
~~26~~	~~Planting Mulch and Bed Prep~~	~~50~~	~~CY~~	~~$110.50~~	~~$0.00~~	~~$203.00~~	~~$0.00~~
~~27~~	~~Mulch Shoulder~~	~~11~~	~~CY~~	~~$98.00~~	~~$0.00~~	~~$120.00~~	~~$0.00~~
~~28~~	~~4 inch Caliper Shade Tree~~	~~14~~	~~EA~~	~~**$1,150.00**~~	~~$0.00~~	~~$1,185.00~~	~~$0.00~~
~~29~~	~~Ornamental Tree~~	~~5~~	~~EA~~	~~$896.00~~	~~$0.00~~	~~$900.00~~	~~$0.00~~
~~30~~	~~5 Gallon Shrub~~	~~182~~	~~EA~~	~~$60.00~~	~~$0.00~~	~~**$30.00**~~	~~$0.00~~
~~31~~	~~3 Gallon Shrub~~	~~26~~	~~EA~~	~~$60.00~~	~~$0.00~~	~~$29.00~~	~~$0.00~~
32	Solid Sod - Celebration Bermudagrass	53000	SF	$0.75	$39,750.00	**$0.60**	$31,800.00
~~33~~	~~Steel Edging~~	~~85~~	~~LF~~	~~**$7.00**~~	~~$0.00~~	~~$11.00~~	~~$0.00~~
34	Permanent Irrigation System	1	LS	$83,538.00	$83,538.00	**$63,800.00**	$63,800.00

				Home Run Construction LLC		A&C Construction, Inc.	
				Total Price	$558,473.40	Total Price	$397,454.25
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Erosion Control	1	LS	**$5,000.00**	$5,000.00	$6,500.00	$6,500.00
2	Misc. Demolition and Site Preperation	1	LS	**$5,800.00**	$5,800.00	$9,750.00	$9,750.00
3	Tree Protection	1	LS	$3,500.00	$3,500.00	$5,850.00	$5,850.00
4	Earthwork for Site	1	LS	$34,500.00	$34,500.00	**$18,450.00**	$18,450.00
5	Electrical Service	1	LS	$65,685.00	$65,685.00	$99,435.00	$99,435.00
6	6 foot Wide Concrete Trail	1100	SF	**$7.05**	$7,755.00	$12.35	$13,585.00
7	8 foot Wide Concrete Trail	700	SF	**$8.00**	$5,600.00	$12.35	$8,645.00
~~8~~	~~Integral Color Concrete with Salt Finish~~	~~435~~	~~SF~~	~~**$11.75**~~	~~$0.00~~	~~$15.60~~	~~$0.00~~
~~9~~	~~Concrete Bench Pad~~	~~90~~	~~SF~~	~~**$7.00**~~	~~$0.00~~	~~$14.30~~	~~$0.00~~
~~10~~	~~Small Pavilion~~	~~2~~	~~LS~~	~~$36,865.95~~	~~$0.00~~	~~$80,600.00~~	~~$0.00~~
~~11~~	~~Small Pavilion Concrete Slab~~	~~2~~	~~EA~~	~~**$8,300.00**~~	~~$0.00~~	~~$19,500.00~~	~~$0.00~~
12	5 foot Height Fence - Vinyl Coated Chainlink	630	LF	$118.73	$74,799.90	$59.50	$37,485.00
13	5 foot Height Pedestrian Gate at Bullpen Entr	4	EA	$1,100.00	$4,400.00	$1,066.00	$4,264.00
14	5 foot Height Maintenance Gate - Vinyl Coate	1	EA	$2,200.00	$2,200.00	$2,496.00	$2,496.00
15	8 inch Width Concrete Mow Strip	305	LF	$41.50	$12,657.50	**$13.65**	$4,163.25
16	18 inch Width Concrete Mow Strip	630	LF	$50.80	$32,004.00	$32.50	$20,475.00
~~17~~	~~Park Bench~~	~~2~~	~~EA~~	~~$2,800.00~~	~~$0.00~~	~~$3,510.00~~	~~$0.00~~
~~18~~	~~Trash Receptacles~~	~~2~~	~~EA~~	~~**$1,600.00**~~	~~$0.00~~	~~$3,120.00~~	~~$0.00~~
19	Dog Park Rules Signage	1	EA	$1,600.00	$1,600.00	$2,340.00	$2,340.00
20	Dog Waste Bag Dispenser	6	EA	$817.00	$4,902.00	$1,560.00	$9,360.00
~~21~~	~~Dog Wash Station~~	~~1~~	~~EA~~	~~$11,900.00~~	~~$0.00~~	~~$4,550.00~~	~~$0.00~~
22	Subsurface Drainage	1	LS	$6,800.00	$6,800.00	$11,050.00	$11,050.00
23	Artificial Turf on Aggregate Base	440	SF	$16.00	$7,040.00	$13.65	$6,006.00
~~24~~	~~Decorative River Rock~~	~~675~~	~~SF~~	~~$12.22~~	~~$0.00~~	~~$11.05~~	~~$0.00~~
~~25~~	~~Decorative Moss Boulder~~	~~1~~	~~EA~~	~~$545.00~~	~~$0.00~~	~~$2,340.00~~	~~$0.00~~
~~26~~	~~Planting Mulch and Bed Prep~~	~~50~~	~~CY~~	~~$99.72~~	~~$0.00~~	~~$910.00~~	~~$0.00~~
~~27~~	~~Mulch Shoulder~~	~~11~~	~~CY~~	~~**$90.90**~~	~~$0.00~~	~~$230.00~~	~~$0.00~~
~~28~~	~~4 inch Caliper Shade Tree~~	~~14~~	~~EA~~	~~$1,207.15~~	~~$0.00~~	~~$1,266.00~~	~~$0.00~~
~~29~~	~~Ornamental Tree~~	~~5~~	~~EA~~	~~**$545.00**~~	~~$0.00~~	~~$1,580.00~~	~~$0.00~~
~~30~~	~~5 Gallon Shrub~~	~~182~~	~~EA~~	~~$33.00~~	~~$0.00~~	~~$58.50~~	~~$0.00~~
~~31~~	~~3 Gallon Shrub~~	~~26~~	~~EA~~	~~**$28.00**~~	~~$0.00~~	~~$45.50~~	~~$0.00~~
32	Solid Sod - Celebration Bermudagrass	53000	SF	$1.16	$61,480.00	$1.20	$63,600.00
~~33~~	~~Steel Edging~~	~~85~~	~~LF~~	~~$8.50~~	~~$0.00~~	~~$8.00~~	~~$0.00~~
34	Permanent Irrigation System	1	LS	$222,750.00	$222,750.00	$74,000.00	$74,000.00

				AUI Partners, LLC	
				Total Price	$534,543.82
Line #	Description	QTY	UOM	Unit	Extended
1	Erosion Control	1	LS	$18,183.45	$18,183.45
2	Misc. Demolition and Site Preperation	1	LS	$24,749.49	$24,749.49
3	Tree Protection	1	LS	**$618.74**	$618.74
4	Earthwork for Site	1	LS	$81,142.44	$81,142.44
5	Electrical Service	1	LS	$105,000.00	$105,000.00
6	6 foot Wide Concrete Trail	1100	SF	$18.00	$19,800.00
7	8 foot Wide Concrete Trail	700	SF	$19.45	$13,615.00
~~8~~	~~Integral Color Concrete with Salt Finish~~	~~435~~	~~SF~~	~~$15.65~~	~~$0.00~~
~~9~~	~~Concrete Bench Pad~~	~~90~~	~~SF~~	~~$34.37~~	~~$0.00~~
~~10~~	~~Small Pavilion~~	~~2~~	~~LS~~	~~$49,974.79~~	~~$0.00~~
~~11~~	~~Small Pavilion Concrete Slab~~	~~2~~	~~EA~~	~~$22,893.28~~	~~$0.00~~
12	5 foot Height Fence - Vinyl Coated Chainlink	630	LF	$85.44	$53,827.20
13	5 foot Height Pedestrian Gate at Bullpen Entr	4	EA	**$154.68**	$618.72
14	5 foot Height Maintenance Gate - Vinyl Coate	1	EA	$1,237.47	$1,237.47
15	8 inch Width Concrete Mow Strip	305	LF	$31.04	$9,467.20
16	18 inch Width Concrete Mow Strip	630	LF	**$25.54**	$16,090.20
~~17~~	~~Park Bench~~	~~2~~	~~EA~~	~~**$2,165.58**~~	~~$0.00~~
~~18~~	~~Trash Receptacles~~	~~2~~	~~EA~~	~~$2,227.45~~	~~$0.00~~
19	Dog Park Rules Signage	1	EA	$1,856.21	$1,856.21
20	Dog Waste Bag Dispenser	6	EA	**$721.86**	$4,331.16
~~21~~	~~Dog Wash Station~~	~~1~~	~~EA~~	~~**$3,093.69**~~	~~$0.00~~
22	Subsurface Drainage	1	LS	$3,712.42	$3,712.42
23	Artificial Turf on Aggregate Base	440	SF	$27.34	$12,029.60
~~24~~	~~Decorative River Rock~~	~~675~~	~~SF~~	~~$20.79~~	~~$0.00~~
~~25~~	~~Decorative Moss Boulder~~	~~1~~	~~EA~~	~~$965.23~~	~~$0.00~~
~~26~~	~~Planting Mulch and Bed Prep~~	~~50~~	~~CY~~	~~**$80.63**~~	~~$0.00~~
~~27~~	~~Mulch Shoulder~~	~~11~~	~~CY~~	~~$225.00~~	~~$0.00~~
~~28~~	~~4 inch Caliper Shade Tree~~	~~14~~	~~EA~~	~~$2,227.45~~	~~$0.00~~
~~29~~	~~Ornamental Tree~~	~~5~~	~~EA~~	~~$1,126.10~~	~~$0.00~~
~~30~~	~~5 Gallon Shrub~~	~~182~~	~~EA~~	~~$57.22~~	~~$0.00~~
~~31~~	~~3 Gallon Shrub~~	~~26~~	~~EA~~	~~$51.97~~	~~$0.00~~
32	Solid Sod - Celebration Bermudagrass	53000	SF	$1.10	$58,300.00
~~33~~	~~Steel Edging~~	~~85~~	~~LF~~	~~$29.12~~	~~$0.00~~
34	Permanent Irrigation System	1	LS	$109,964.52	$109,964.52

SECTION 00522
STANDARD FORM OF AGREEMENT

This Agreement is by and between the Town of Little Elm (Owner) and _____ (Contractor). Owner and Contractor, in mutual consideration agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:

1. **[Project Name]** which includes **[short description of the Work]**.

2. The Site of the Work includes property, easements, and designated work areas described in detail in the Contract Documents but generally located **[short description of the location of the Site]**.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.

B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.

D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

2.02 Contract Documents Defined

NOTES TO USER: If any of the items listed are not to be included as Contract Documents, remove such item from the list and renumber the remaining items as necessary.

A. The Contract Documents consist of the following documents:

1. This Contract.

2. Performance bond.

3. Payment bond.

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4. Maintenance bond.
5. Specifications listed in the Table of Contents.
6. Drawings as listed on the Drawing Sheet Index.
7. Addenda.
8. Exhibits to this Contract (enumerated as follows):
    a. **[Exhibit 1 – Name of Exhibit]**.
    b. **[Exhibit 2 – Name of Exhibit]**.
9. The following which may be delivered or issued on or after the Effective Date of the Contract:
    a. Work Change Directives (EJCDC C-940).
    b. Change Orders (EJCDC C-941).
    c. Field Orders.

ARTICLE 3 - ENGINEER

3.01 Engineer

A. The Engineer for this Project is:

[Name of engineering firm or entity serving in the role of Engineer].

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

NOTES TO USER: Use Paragraph A for contracts with an Owner stipulated date for project completion. Write in the stipulated dates. Use Paragraph B for contracts for a number of calendar days for construction. Write in the stipulated number of days where these are stipulated by the Owner or use the days from the proposal where bidder is allowed to submit a proposed number of calendar days for completion of the Project. Delete the paragraph not used. Modify the language if working days are used.

A. The Work will be substantially completed on or before **[Date]** and completed and ready for final payment on or before **[Date]**.

B. The Work will be substantially completed within **[Number of Days]** days after the Effective Date of the Contract and completed and ready for final payment within **[Number of Days]** days after the Effective Date of the Contract.

4.02 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner $**[amount calculated for liquidated damages]** for each day that expires after the Contract Time for substantial completion.

4.03 Delays in Contractor's Progress

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract

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Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.

D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 Progress Schedules

A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.

B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

NOTES TO USER: Use Paragraph A for lump sum contracts with no unit price items. Use Paragraph B for unit price contracts. Include any lump sum work in unit price contracts as a single item number with a unit quantity of 1. Delete the paragraph not used. Verify that prices listed here match those submitted with the proposal.

A. Owner shall pay Contractor in accordance with the Contract Documents, the lump sum amount of $**[Contract Price]** for all Work.

B. Owner shall pay Contractor in accordance with the Contract Documents at the following unit prices for each unit of Work completed:

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
Total of all extended prices for Estimated Quantities of Work					**$**

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

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ARTICLE 6 - BONDS AND INSURANCE

NOTES TO USER: Requirements for bonds vary significantly between private and public owners, and with Laws and Regulations of the Project jurisdiction. Modify Paragraph 6.01 to comply with applicable Laws and Regulations.

6.01 Bonds

A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but in any case, not less than two years after the date when final payment becomes due.

6.02 Insurance

A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the State of Texas in which the Project is located with a minimum AM Best rating of A-VII or better. **Contractor shall provide insurance in accordance with the Town's Standard Insurance Requirements.**

B. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.

C. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.

B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.

C. Contractor shall at all times maintain good discipline and order at the Site.

D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

7.02 Other Work at the Site

A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

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7.03 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Subcontractors and Suppliers

A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

7.05 Quality Management

A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.06 Licenses, Fees and Permits

A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.

B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.07 Laws and Regulations; Taxes

A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.

C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.08 Record Documents

A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

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7.09 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All persons on the Site or who may be affected by the Work;

2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).

D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.10 Shop Drawings, Samples, and Other Submittals

A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.

B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.

D. Engineer will provide timely review of shop drawings and samples.

E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.

F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.

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G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

H. Shop drawings are not Contract Documents.

7.11 Warranties and Guarantees

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 Correction Period

A. If within two years after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.

B. Owner shall make payments to Contractor as provided in this Contract.

C. Owner shall provide Site and easements required to construct the Project.

D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.

E. The Owner shall be responsible for performing inspections and tests required by applicable codes.

F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations

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applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.

B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.

D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.

E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.

F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

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3. Changes in the Contract Price or Contract Times or other changes, which embody the substance of any final binding results under Article 12.

B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. After receipt of written notice, Engineer will promptly:

1. Review the subsurface or physical condition in question;

2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;

3. Determine whether the condition falls within the differing site condition as stated herein;

4. Obtain any pertinent cost or schedule information from Contractor;

5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and

6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event-giving rise thereto.

B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.

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C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.

D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.

B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

A. Contractor shall ensure that the Work is not defective.

B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. The Contractor shall promptly correct all such defective Work.

E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Owner and Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

A. Contractor shall submit an application for payment in a form acceptable to the Owner and Engineer, by the tenth (10^{th}) of each month for the prior month ($1^{st} – 31^{st}$), to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.

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B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Retainage

A. The Owner shall retain five percent (**5**%) of each progress payment until the Work is substantially complete.

14.04 Review of Applications

A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.

B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.

C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.06 Substantial Completion

A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Engineer will inspect the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion, which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 Final Inspection

A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

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14.08 Final Payment

A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.

B. The final application for payment shall be accompanied (except as previously delivered) by:

1. All documentation called for in the Contract Documents;

2. Consent of the surety to final payment;

3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;

4. A list of all disputes that Contractor believes are unsettled; and

5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work and of liens filed in connection with the Work.

C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

14.09 Waiver of Claims

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.

B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and

2. Enforce the rights available to Owner under any applicable performance bond.

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C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:

1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid because of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

A. Contractor makes the following representations when entering into this Contract:

1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

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4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:

    a. The cost, progress, and performance of the Work;

    b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and

    c. Contractor's safety precautions and programs.

5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive

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final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

A. This Contract is governed by the laws of the state of Texas.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on _____ (which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
_____	_____
By: Matthew Mueller	By: _____
Title: Town Manager	Title: _____
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____	Attest: _____
Title: _____	Title: _____
Address for giving notices:	Address for giving notices:
Town of Little Elm	_____
100 West Eldorado Pkwy	_____
Little Elm, TX 75068	_____
contracts@littleelm.org	_____
	License No.: _____ (where applicable)

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STATE OF TEXAS §
§
COUNTY OF DENTON §

WOOD FAMILY DOG PARK EXPANSION AGREEMENT

This Wood Family Dog Park Expansion Agreement ("**Agreement**"), is entered into this _____day of_____, 2023, by and between _____ (hereinafter referred to as the "**Donor**"), and the Town of Little Elm, Texas ("**Town**"). The Donor and the Town are sometimes referred herein together as the "**Parties**" and individually as a "**Party**".

Recitals:

1. This Agreement is made to facilitate the expansion of the Wood Family Dog Park ("**Dog Park**") and to recognize the contributions of the Donor towards such expansion efforts.

2. The Dog Park, located at 1001 Witt Road, was established in 2020 and currently consists of 103,800 square feet.

3. The Donor has expressed interest in funding an expansion of the Dog Park to add an additional 60,800 square feet to the Dog Park, which expansion is estimated to cost Three-Hundred Thousand and 00/100 Dollars ($300,000).

4. The Town, in recognition of such donation, wishes to honor the Donor through a memorial plaque to be placed at the entrance of the newly expanded Dog Park area.

NOW, THEREFORE, for and in consideration of the above and foregoing premises, the benefits to each of the Parties from this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, North West Ranch and the Town do hereby agree as follows:

Section 1. Incorporation of Premises. The above and foregoing Recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Term. This Agreement shall be effective as of the date of execution of this Agreement by the last of the Parties to do so ("**Effective Date**"). This Agreement shall remain in full force and effect from the Effective Date until all obligations set forth in the Agreement are satisfied.

Section 3. Agreements. Donor and the Town agree as follows:

A. Within 60 days of the Effective Date, Donor shall deposit with the Town Three-Hundred Thousand and 00/100 Dollars ($300,000) (the "**Donated Funds**"), which Donated Funds shall be held in escrow by the Town for the exclusive use of funding the expansion of the Dog Park.

B. The Town agrees that the Donated Funds will be used solely for costs of expanding the Dog Park.

C. The Town shall, by the time that the Dog Park expansion is completed, erect a bronze memorial plaque that would read as follows:

"David Clyde Wallace
in Loving Memory of his wife Della Y Wallace
and Friend Lou Propst"

FOR THE DONATION OF THE FUNDS THAT MADE THIS EXPANDED PORTION OF THE WOOD FAMILY DOG PARK POSSIBLE"
"

D. The Town shall place the memorial plaque at the entrance of the newly expanded Dog Park area.

E. The plaque described herein shall be erected by the Town at no cost to the Donor and the Donor shall have no maintenance or other responsibilities in this matter regarding the plaque.

Section 4. Miscellaneous.

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

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

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

D. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement,

shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

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

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

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

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

I. This Agreement may be only amended or altered by written instrument signed by the Donor and the Town.

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

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

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

DONOR:	**TOWN OF LITTLE ELM, TEXAS**
By: _____	By: _____ Town Manager
Date: _____	Date: _____

ATTEST:

By:_____
Town Secretary

Date:	09/19/2023
Agenda Item #:	5. I.
Department:	Community Services
Strategic Goal:	Maximize community recreation and leisure activities
Staff Contact:	Chad Hyde, Director of Community Services

AGENDA ITEM:

Consider Action to Award a **Professional Services Contract to Dunaway Associates, LLC for the Parks, Recreation, and Open Space Master Plan Update.**

DESCRIPTION:

Dunaway Associates, LLC (Dunaway) will perform professional planning and landscape architectural services for the Town of Little Elm for the preparation of a Parks, Recreation, & Open Space Master Plan Update. Dunaway has prepared this Scope of Service with Town staff, in which the previous 2016 Master Plan and process was discussed, and desired this update.

The Scope of Services will be performed in two (2) phases with Phase I including the Inventory and Needs Assessment, and Phase II the Parks, Recreation, & Open Space Master Plan. National Service Research will assist Dunaway on the Needs Assessment portion of the project. It is assumed that Town staff and the Community Development Corporation (CDC) will interact with the Dunaway team at key milestones of the project. The project budget for the project is $99,700 for both Phase I and Phase II, with an optional $8,800 for an Interactive Story Map.

BUDGET IMPACT:

Phase I ($50,000) is funded out of the CDC Professional Services line item in FY2023. Phase II ($50,000) is funded out of the CDC Professional Services line item in FY2024.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Dunaway Master Plan Update

PROPOSAL FOR PROFESSIONAL SERVICES

FOR

PARKS, RECREATION, AND OPEN SPACE MASTER PLAN UPDATE

Little Elm, Texas

August 11, 2023

I. PROJECT DESCRIPTION

Dunaway Associates, LLC. ("Dunaway") will perform professional planning and landscape architectural services for the Town of Little Elm ("Town") for the preparation of a Parks, Recreation, & Open Space Master Plan Update ("Master Plan"). Dunaway has prepared this Scope of Services based upon conference calls with Town staff on June 21 and August 2, 2023, in which staff discussed the previous 2016 Master Plan and process desired for this update.

The Scope of Services will be performed in two (2) phases with Phase I including the Inventory and Needs Assessment, and Phase II the Parks, Recreation & Open Space Master Plan. National Service Research (NSR) will assist Dunaway on the Needs Assessment portion of the project. It is assumed that Town staff and the Community Development Corporation (CDC) will interact with the Dunaway team at key milestones of the project.

II. SCOPE OF SERVICES

A. PHASE I – INVENTORY AND NEEDS ASSESSMENT

1. Data Collection & Base Map Preparation

    a. The Town will provide Dunaway all available digital data for the current mapping of the Town. This will include GIS data, digital aerial photographs, zoning maps, land use maps, thoroughfare maps, utility maps, and other mapping of the Town. The digital information will be provided by the Town in a file format that has been coordinated with Dunaway.

    b. Based upon the provided information, Dunaway will prepare a digital base map that will illustrate information such as park sites, school sites, streets, major destinations, Town facilities, drainageways, etc.

Deliverables:

- Base map in PDF Format

2. Inventory & Facility Analysis

    a. Dunaway team members will attend one (1) kick-off meeting with Town staff to discuss the 2016 Master Plan and pieces to be utilized, planning process & milestones, and overall project schedule.

    b. The Town will provide Dunaway a complete listing of the current inventory for the park system. The Town will provide the following information to Dunaway:

        1) Public parks, trails, recreational facilities, and open space areas owned by the Town, by individual site and quantities of existing acreage, amenities, and assets.

        2) Facility inventory of LEISD, as available, by individual site and existing amenities for athletics and recreational facilities

        3) Facility inventory for private facilities and recreational resources

        4) Town's current maintenance practices, standards, and policies

    c. On the same day as item A.2.a, Dunaway team members and Town staff will perform a tour of the existing parks and recreation facilities. The park sites will be documented photographically for existing conditions and amenities.

    Deliverables:

    - Notes from kick-off meeting
    - Inventory Spreadsheet of parks with acreage and amenities/quantities at each park site in PDF format

3. Population Analysis & Demographic Trends

    a. The Town will provide Dunaway the most current demographics and population data including age segments, trends, income, education, etc.

    b. Dunaway will review the demographic trends and a prepare GIS map/exhibit that depicts key characteristics of the overall Town.

Deliverables:

- Population Analysis in PDF Format

4. Standards Analysis

    a. Dunaway will evaluate the Town's current classifications for park acreage and park facilities.

    b. Dunaway will provide recommendations for park acreage standards and park facility standards based upon appropriate NRPA guidelines and DFW region standards.

    Deliverables:

    - Park acreage standards & Park facility standards in PDF format
    - Park service area map in PDF format

5. Demand Analysis & Needs Assessment

    a. Dunaway and NSR will attend one (1) meeting with Town staff to outline the public involvement methodology to be undertaken. The group will outline the community engagement process and define milestone dates and events.

    b. Dunaway and NSR will conduct one (1) Town Hall meeting to garner broad-based input on the interests and community desires for parks and recreational facilities. The Town will be responsible for advertising the meeting and arranging the venue location.

    c. Dunaway and NSR will conduct three (3) Focus Groups with specific park users and organizations. The Focus Groups will occur on the same day/evening, and the Town will be responsible for recruiting the Focus Group participants and arranging the venue location.

    d. Based upon the input received during the Town Hall meeting and Focus Groups, NSR will develop an online survey to gather community input and needs for the current community park system.

    e. After final approval, NSR will program and provide the citizen survey online link to the Town for posting on their website. The Town will advertise the survey on various social media sites, through email notifications to citizens, emails to HOA's, notices in water bills, park and recreation mailers, etc. prior to and throughout the data collection phase. The online survey link will be programmed

so only one survey per IP address can be completed. NSR will keep the survey live for 4 weeks, or as directed by the Town. NSR can provide up to 300 copies of the paper surveys to be available at facilities, Town Hall, and other public places.

f. NSR will design and print a postcard mailer to 4,000 households in the Town. The postcard will have the online survey link printed on the postcard so citizens can take the survey. A full list of Town addresses will be provided by the Town to NSR in an excel format. NSR will select 4,000 households at random throughout all geographic regions for mail-out of the postcard.

g. NSR will prepare an analysis of the survey data along with a Final Report containing an executive summary and the detailed results.

h. Dunaway and NSR will attend one (1) meeting with the Advisory Committee and Town staff and the CDC to present the survey results.

Deliverables:

- Needs assessment final report in PDF format
- Key data breakdown in Excel format
- PowerPoint presentation in PDF format

B. PHASE II – PARKS, RECREATION, & OPEN SPACE MASTER PLAN

1. Priority Rankings

a. Dunaway will prepare a priority criteria system/matrix to be used in ranking of priorities.

b. Dunaway will complete the priority ranking matrix based upon the previous community feedback, CDC input, Town staff input, and Dunaway team input.

Deliverables:

- Priority ranking matrix in PDF format

2. Action Plan

a. Based upon the priority ranking results, Dunaway will prepare a preliminary Parks Action Plan for short-term, mid-term, and long-term priorities.

b. Dunaway will prepare a digital 10-year Parks Action Plan exhibit/map depicting priority items throughout the park system, including the layer for trails throughout the Town.

c. Dunaway will prepare a digital exhibit/map depicting the proposed locations for the preliminary Action Plan recommendations.

d. Dunaway will identify possible areas for acquisition of new parkland or open space.

e. Dunaway team members will attend one (1) meeting with Town staff and CDC to review the preliminary Parks Action Plan.

Deliverables:

- Preliminary Action Plan in PDF format
- Action Plan exhibit/map in PDF format

3. Implementation Plan

a. Dunaway will prepare an Implementation Plan for the projected budgets/capital costs outlined within the Action Plan recommendations.

b. Dunaway will prepare a list of funding recommendations for the Action Plan.

c. Dunaway will provide recommendations for creative partnerships, grants, joint-use agreements, etc.

Deliverables:

- Action Plan with funding recommendations in PDF format

4. Preliminary Master Plan

a. Dunaway will prepare a Preliminary Master Plan report in narrative format outlining the entire process, findings, and recommendations.

b. Dunaway will prepare Preliminary Master Plan exhibits/maps for the various sections within the report.

c. Dunaway will submit one (1) unbound hardcopy and one (1) digital format of the Preliminary Master Plan report to the Town for review and comments. Town staff

will be responsible for printing & distributing copies of the Preliminary Master Plan for review by others.

d. Dunaway will attend one (1) meeting with Town staff to review the Preliminary Master Plan.

Deliverables:

- One (1) unbound hardcopy of the Preliminary Master Plan report
- One (1) digital format of the Preliminary Master Plan Report (PDF)

5. Final Master Plan

a. Based upon comments from Town staff, Dunaway will prepare the final narrative and color exhibits/maps for the Master Plan.

b. Dunaway will submit one (1) unbound hardcopy, five (5) bound copies, and one (1) PDF of the Master Plan document. The Town will be responsible for printing & binding additional copies of the Master Plan document.

c. Dunaway will assist Town staff in attending one (1) presentation of the Final Park Master Plan to Town Council for adoption.

Deliverables:

- One (1) unbound hardcopy
- Five (5) bound copies of the Final Master Plan Report
- One (1) PDF file of the Final Master Plan Report

6. Interactive Story Map - **(Optional Service)**

a. Dunaway will prepare a GIS formatted interactive story map for the Town to post on the Town's website.

b. Dunaway will assist Town staff in coordinating the final format for the Town to use in posting the Interactive Story Map.

Deliverables:

- Interactive Story Map in GIS format

III. COMPENSATION

A. PHASE I – INVENTORY AND NEEDS ASSESSMENT

1. Data Collection & Base Map Preparation	$	5,800
2. Inventory & Facility Analysis	$	7,800
3. Population Analysis & Demographic Trends	$	4,300
4. Standards Analysis	$	4,900
5. Demand Analysis & Needs Assessment	$	30,100
PHASE I SUBTOTAL – BASIC SERVICES	$	52,900

B. PHASE II – PARKS, RECREATION & OPEN SPACE MASTER PLAN

1. Priority Rankings	$	6,500
2. Action Plan	$	11,000
3. Implementation Plan	$	7,500
4. Preliminary Master Plan	$	11,500
5. Final Master Plan	$	10,300
PHASE II SUBTOTAL – BASIC SERVICES	$	46,800
TOTAL FEE (Phase I and Phase II)*	**$**	**99,700**

Optional Service

6. Interactive Story Map	$	8,800

* Customary in-house expenses incurred by Dunaway related to performing this Scope of Services are included in the lump sum fee listed above (e.g., in-house copies, mileage, tolls, computer plotting, photography, meals, etc.). Special request expenses for out-of-house services are not included in the lump sum fee listed above and will be billed as a reimbursable expense. These may include, but are not limited to: couriers/deliveries, repro services, multiple print copies, binding, dry mounting, etc.

IV. ADDITIONAL SERVICES

Any additional items not included in this proposed Scope of Services, which are requested by the Town, will be covered as Additional Services as authorized by the Town. Additional services may include, but are not limited to the following: Town Hall meetings; public meetings; focus groups; videotaping any meetings; citizen survey(s); benchmarking; special presentation graphics; additional printing of Master Plan books/documents; additional printing of color maps or exhibits for the Master Plan, etc.

V. ASSUMPTIONS

A. The Town will provide, as expeditiously as possible, all existing data and base information currently in its possession and as necessary to complete the scope of services described herein. This includes the electronic files from other past or ongoing planning studies. This scope of services does not include any detailed site reviews to obtain park inventory information or condition assessment evaluations. All information provided by the Town is assumed to be accurate and complete, unless otherwise indicated by the Town. Any information required to complete this scope of services that cannot be readily provided by the Town will remain the responsibility of the Town.

B. Dunaway will attend the meetings as described within this scope of services. Additional meetings or presentations will be considered as additional services as authorized by the Town.

C. This scope of services does not include any Town ordinance recommendations or amendments.

D. This scope of services does not include any coordination with other agencies such as the Texas Parks & Wildlife Department, NCTCOG, FEMA, USACE, TCEQ, etc.

E. This scope of services does not include design or production of any marketing materials to be utilized by the Town for such items as press releases, brochures, flyers, posters, 3D animations, videos, etc.

F. This scope of services does not include any grant writing or grant application submittals to such agencies as the Texas Parks & Wildlife Department.

G. This scope of services does not include any final design or construction documents for specific parks and/or recreational facilities within Little Elm’s park system.

Date:	09/19/2023
Agenda Item #:	5. J.
Department:	Administrative Services
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Consider Action to Approve **Resolution No. 0918202301 Approving the Little Elm EDC's Investment Policy for 2023-2024.**

DESCRIPTION:

Annual review of Investment Policies in accordance with the Public Funds Investment Act and the State approved changes for 2023-2024.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

2023-20234 EDC Investment Policy

RESOLUTION NO. 0918202301 EDC

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

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

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

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

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

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

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

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

DULY RESOLVED by the Board of Directors of the Little Elm Economic Development Corporation on this the _____ day of _____ , 2023.

_____
Ken Eaken, President
Little Elm Economic Development Corporation

Acknowledged by Little Elm Town Council _____

Date _____

Exhibit A

[Investment Policy
Of
Little Elm Economic Development Corporation]

INVESTMENT POLICY

OF

LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION

_____

EDC President

_____

Date

PREFACE

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

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

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

Section 1. Scope.

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

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

Section 2. Objectives.

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

1. Preservation of capital and the protection of investment principal.

2. Maintenance of sufficient liquidity to meet anticipated disbursement and cash flows.

3. Conformance with all Federal regulations, State of Texas statutes and other legal requirements, including the Articles of Incorporation, and this Policy.

4. Diversification to avoid incurring unreasonable risks regarding investments owned.

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

Section 3. Delegation of Authority.

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

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

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

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

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

Section 4. Investment Advisors.

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

Section 5. Standard of Care.

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

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

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

Section 6. Authorized Investments.

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

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

B. Debentures, discount notes or other obligations, guaranteed by, or for which the credit of any Federal Agency and Instrumentality is pledged for payment including, but not limited to, Federal National Mortgage Association (FNMA), Federal Home Loan Bank (FHLB), Federal Farm Credit Bank (FFCB), Federal Agricultural Mortgage Corporation (FRMAC), Federal Deposit Insurance Corporation (FDIC), and Federal Home Loan Mortgage Corporation (FHLMC). Principal-only and interest-only mortgage backed securities are expressly prohibited.

C. Bonds or other interest bearing obligations of which the principal and interest are guaranteed by the full faith and credit of the United States government. Principal-only and interest-only mortgage backed securities are expressly prohibited.

D. Certificates of deposit and other evidences of deposit at a financial institution that has its main office or a branch office in Texas and a) is guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or other federally sponsored deposit insurance corporation, or its successor, b) is secured by obligations in a manner and amount provided by law for deposits of the EDC, or c) is placed through a broker or depository institution that has its main office or a branch office in Texas that meets the requirements of the PFIA**.**

E. Repurchase agreements structured incompliance with the PFIA, collateralized at a minimum market value of one hundred two percent (102%) of the dollar value of the transaction plus accrued interest. A flexible repurchase agreement that allows for withdrawals as needed to fund project expenditures may be utilized for capital improvement projects funded by bond proceeds.

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

F. Money Market Mutual Funds meeting each of the following criteria:

(1) Regulated by the Securities and Exchange Commission;

(2) No commission fee shall be charged on purchases or sales of shares (i.e. “no-load” fund);

(3) Have an objective of maintaining a constant daily net asset value of $1.00 per share;

(4) Limit assets of the fund to those described as “government” securities; and

(5) Maintain a rating of AAAm or the equivalent by a nationally recognized rating agency.

G. State and local government investment pools organized under and meet the requirements of the PFIA, have been specifically approved by the Investment Officers, and authorized by the EDC's Board of Directors, as the case may be.

H. Direct obligations of the State of Texas or its agencies.

I. Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by the State of Texas.

Section 7. Other Investment Guidelines.

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

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

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

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

Section 8. Portfolio Maturities.

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

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

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

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

Section 9. Investment Allocation Limits.

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

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

Section 10. Broker/Dealers and Other Providers.

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

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

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

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

1) received and thoroughly reviewed this Policy, and

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

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

Section 11. Selection of Depositories.

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

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

A. the Agreement must be in writing;

B. the Agreement has to be executed by the Depository and the EDC contemporaneously with the acquisition of the asset;

C. the Agreement must be approved by the board of directors or the designated committee of the Depository and a copy of the meeting minutes must be delivered to the Investment Officers;

D. the Agreement must be continuously, from the time of execution, an official record of the Depository.

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

Section 12. Safekeeping and Custody.

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

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

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

Section 13. Recordkeeping and Reporting.

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

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

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

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

a) describes in detail the investment position of the EDC,

b) states the reporting period beginning book and market values, and ending book and market values for the period of each pooled fund group,

c) states the reporting period ending book and market value for each investment by asset type and fund type,

d) states the maturity date of each investment,

e) states the fund for which each investment was purchased,

f) states the compliance of the investment portfolio with this Policy and the PFIA,

g) summarizes quarterly transactions, including a detailed list of the gains and losses recognized, and

h) explains the investment return during the previous quarter and compares the portfolio's performance to other benchmarks of performance.

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

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

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

Section 14. Ethics and Conflicts of Interest.

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

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

Section 15. Investment Strategy Statement.

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

a. Operating Funds

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

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

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

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

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

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

b. Capital Improvement Funds

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

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

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

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

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

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

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

c. Fiduciary Funds

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

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

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

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

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

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

Section 16. Policy Revisions.

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

Section 17. Effective Date.

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

Date:	09/19/2023
Agenda Item #:	5. K.
Department:	Administrative Services
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Consider Action to Approve the **Fifth Amendment of the Concession Agreement for Waterboard Park between the Town of Little Elm, Little Elm Economic Development and America's Cable Park Group, LLC.**

DESCRIPTION:

The purpose of this Amendment is for the Town to assume the financial responsibility of irrigation to the pond and landscape maintenance. Details of the amendments are as follows:

Amendment to Wakeboard Park Agreement.

7.1 The Town covenants that the Premises are served by water, sewer, electrical and gas utilities. Cable Park covenants and agrees to pay all charges incurred for water, sewer, electrical and gas services used in the Premises, if any. Notwithstanding the foregoing, for the time period beginning when the Third Amendment is effective until September 30, 2021, the Town agrees that it will pay the water bill for the irrigation meter to the pond. Beginning on the**Effective Date of the Fifth Amendment and through December 31, 2025,** the Town will resume all obligations to pay the water bill for the irrigation meter to the pond.

Amendment to Wakeboard Park Agreement.

7.2 Should the Town, at its sole discretion, engage a third-party landscape maintenance company ("Landscape Company") to maintain Beard Park, which is a park owned and operated by the Town and in which the Town Premises is located, Cable Park agrees to pay for 1/3rd of the annual costs incurred by the Town to the Landscape Company. The Town retains sole discretion in the selection of the Landscape Company and the terms and conditions under which the Landscape Company may operate and perform its assigned tasks. Notwithstanding the foregoing, for the time period **beginning when the Third Amendment is effective and through December 31, 2025**, the Town agrees that it will maintain (or cause to be maintained through the Landscape Company) the landscaping of the Premises at the Town's sole cost."

BUDGET IMPACT:

The landscape fund will absorb the cost of landscaping and irrigation.

RECOMMENDED ACTION:
Staff recommends approval.

Attachments

5th Amendment Concession Agreement for Wakeboard Park

FIFTH AMENDMENT OF CONCESSION AGREEMENT FOR WAKEBOARD PARK

This **FIFTH AMENDMENT OF CONCESSION AGREEMENT FOR WAKEBOARD PARK** ("**Fifth Amendment**") is entered into among **THE TOWN OF LITTLE ELM, TEXAS,** a Texas home-rule municipality ("Town"), whose address for the purposes of this Fifth Amendment is 100 W. Eldorado Parkway, Little Elm, Texas 75068; **LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation ("**LEEDC**"), whose address for the purposes of this Fifth Amendment is 100 W. Eldorado Parkway, Little Elm, Texas 75068; and **AMERICA'S CABLE PARK GROUP, LLC**, a Texas limited liability company ("**Cable Park**"), whose address for the purposes of this Fifth Amendment is 280 East Eldorado Parkway, Little Elm, Texas 75068.

RECITALS

WHEREAS, the Town, the LEEDC and Cable Park entered into that certain document entitled **"CONCESSION/LEASE/DEVELOPMENT AGREEMENT FOR WAKEBOARD PARK"** ("**Wakeboard Park Agreement**"), effective **February 13, 2014**; and

WHEREAS, the Wakeboard Park Agreement replaced and supplanted certain portions of the Lease/Development/Concession Agreement entered into among the Town, Cable Park, and the LEEDC on October 22, 2012, and as amended on January 15, 2013, April 16, 2013, and May 7, 2013; and

WHEREAS, on or about **February 1, 2016**, the Town, the LEEDC and Cable Park entered into a **FIRST AMENDMENT OF CONCESSION AGREEMENT FOR WAKEBOARD PARK** ("**First Amendment**") regarding the timing of the payment of rent, the entity to whom the rent shall be paid, and the identification of whom notice shall be given; and

WHEREAS, on or about **March 6, 2017**, the Town, the LEEDC and Cable Park entered into a **SECOND AMENDMENT OF CONCESSION AGREEMENT FOR WAKEBOARD PARK** ("**Second Amendment**") regarding landscape and irrigation obligations; and

WHEREAS, on or about **February 19, 2019**, the Town, the LEEDC and Cable Park entered into a **THIRD AMENDMENT OF CONCESSION AGREEMENT FOR WAKEBOARD PARK** ("**Third Amendment**") regarding the cost of water for the irrigation meter and the cost of landscape maintenance; and

WHEREAS, on or about **May 19, 2020**, the Town, the LEEDC and Cable Park entered into a **FOURTH AMENDMENT OF CONCESSION AGREEMENT FOR WAKEBOARD PARK** ("**Fourth Amendment**") to address the timing of the payment of rent by waiving certain rent payments; and

WHEREAS, the parties now desire to enter into this Fifth Amendment to address the Town assuming the obligations of landscaping and pond and irrigation obligations.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, and subject to the terms, provisions and conditions of this Fifth Amendment, and each in consideration of the duties, covenants and obligations of the other hereunder, the Town, the LEEDC and Cable Park do hereby agree that the Wakeboard Park Agreement (as amended by the First Amendment, Second Amendment, Third Amendment, and Fourth Amendment) shall be amended as follows:

SECTION 1. FINDINGS INCORPORATED.

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

SECTION 2. AMENDMENT TO WAKEBOARD PARK AGREEMENT.

(a) **Amendment to Wakeboard Park Agreement.** That Section 7.1 of the Wakeboard Park Agreement is hereby amended to read as follows:

"7.1 The Town covenants that the Premises are served by water, sewer, electrical and gas utilities. Cable Park covenants and agrees to pay all charges incurred for water, sewer, electrical and gas services used in the Premises, if any. Notwithstanding the foregoing, for the time period beginning when the Third Amendment is effective until September 30, 2021, the Town agrees that it will pay the water bill for the irrigation meter to the pond. Beginning on the Effective Date of the Fifth Amendment and through December 31, 2025, the Town will resume all obligations to pay the water bill for the irrigation meter to the pond. Any prior obligations owed to the Town is waived as it relates to water bill."

(b) **Amendment to Wakeboard Park Agreement.** That Section 7.2 of the Wakeboard Park Agreement is hereby amended to read as follows:

"7.2 Should the Town, at its sole discretion, engage a third-party landscape maintenance company ("Landscape Company") to maintain Beard Park, which is a park owned and operated by the Town and in which the Town Premises is located, Cable Park agrees to pay for 1/3rd of the annual costs incurred by the Town to the Landscape Company. The area to be included within the scope of the landscape maintenance contract is set forth in ***Exhibit C*** attached to the Wakeboard Park Agreement (as amended by the First Amendment). The Town retains sole discretion in the selection of the Landscape Company and the terms and conditions under which the Landscape Company may operate and perform its assigned tasks. Notwithstanding the foregoing, for the time period beginning when the Third Amendment is effective and through December 31, 2025, the Town agrees that it will maintain (or cause to be maintained through the Landscape Company) the landscaping of the Premises at the Town's sole cost. Any prior obligations owed to the Town is waived as it relates to landscaping for the irrigation pond."

SECTION 3. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Fifth Amendment.

(a) **Agreement and Amendment.** All of the terms, conditions, and obligations of the Agreement, and any amendments remain in full force and effect except where specifically modified by this Fifth Amendment.

(b) **Amendments.** This Fifth Amendment constitutes the entire understanding and agreement of the parties as to the matters set forth in this Fifth Amendment. No alteration of or amendment to this Fifth Amendment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(c) **Applicable Law and Venue.** This Fifth Amendment shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Fifth Amendment shall lie in the state district courts of Denton County, Texas.

(d) **Assignment.** This Fifth Amendment may not be assigned without the express written consent of the other party, which shall not be unreasonably withheld.

(e) **Binding Obligation.** This Fifth Amendment shall become a binding obligation on the signatories upon execution by all signatories hereto. Town warrants and represents that the individual executing this Fifth Amendment on behalf of Town has full authority to execute this Fifth Amendment and bind the Town to the same. LEEDC warrants and represents that the individual executing this Fifth Amendment on behalf of LEEDC has full authority to execute this Fifth Amendment and bind the LEEDC to the same. The Cable Park warrants and represents that the individual executing this Fifth Amendment on Cable Park's behalf has full authority to execute this Fifth Amendment and bind the Cable Park to the same.

(f) **Caption Headings**.Caption headings in this Fifth Amendment are for convenience purposes only and are not to be used to interpret or define the provisions of the Fifth Amendment.

(g) **Counterparts.** This Fifth Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(h) **Effective Date.** The effective date (the "Effective Date") of this Fifth Amendment shall be the date of the latter to execute this Fifth Amendment by the Cable Park, the LEEDC, and the Town.

(i) **Severability.** The provisions of this Fifth Amendment are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Fifth Amendment is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Fifth

Amendment shall be enforced as if the invalid provision had never been included.

(j) **Time is of the Essence**. Time is of the essence in the performance of this Fifth Amendment.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have signed below as of the day and year first above written.

TOWN:

TOWN OF LITTLE ELM, TEXAS,
a Texas home-rule municipality

By:_____
Curtis Cornelious, Mayor

ATTEST:

_____
Caitlan Biggs, Town Secretary

APPROVED AS TO FORM:

_____
Robert F. Brown, Town Attorney

LEEDC:

LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION
A Texas non-profit corporation

By: _____
Ken Eaken, President
Date: _____

CABLE PARK:

AMERICA'S CABLE PARK GROUP, LLC
A Texas limited liability company

Printed Name: Chad Lacerte
Title: Owner
Date: 9-13-23

STATE OF TEXAS §
§
COUNTY OF Denton §

This instrument was acknowledged before me on the 13 day of September, 2023, by Chad Lacerte, owner of Americas Cable Park, LLC, a Texas limited liability company, on behalf of said Texas company.

Jennifer Diane Eusse
Notary Public, State of Texas

Jennifer Diane Eusse
My Commission Expires
3/3/2027
Notary ID 134233042

Date:	09/19/2023
Agenda Item #:	6. A.
Department:	Administrative Services
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Rodney Harrison, Police Chief

AGENDA ITEM:

Present, Discuss, and Consider Action on **Ordinance No. 1727 Repealing Article IV, Juvenile Curfew, of Chapter 70, Offenses and Miscellaneous Provisions, of the Code of Ordinances of the Town of Little Elm; Providing for a Repealer Clause; Providing a Savings Clause; Providing a Severability Clause; and Providing an Effective Date.**

DESCRIPTION:

House Bill 1819, which became effective on September 1, 2023, prohibits cities from adopting or enforcing an ordinance or other measure that imposes a curfew on juveniles (persons younger than 18 years of age). This item will repeal the Town's juvenile curfew to be in compliance with the new law.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Ordinance No. 1727

TOWN OF LITTLE ELM, TEXAS
ORDINANCE NO. 1727

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, REPEALING ARTICLE IV, "JUVENILE CURFEW," OF CHAPTER 70, "OFFENSES AND MISCELLANEOUS PROVISIONS," OF THE CODE OF ORDINANCES OF THE TOWN OF LITTLE ELM; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 70, Article IV, of the Town's Code of Ordinances ("**Code**") contains the Town's juvenile curfew ordinance; and

WHEREAS, H.B. 1819, which became effective on September 1, 2023, prohibits cities from adopting or enforcing an ordinance or other measure that imposes a curfew on juveniles (persons younger than 18 years of age); and

WHEREAS, as a result of this law, juvenile curfew ordinances are no longer enforceable; and

WHEREAS, this ordinance amends the Code by repealing the Town's juvenile curfew ordinance.

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

SECTION 1

INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2

AMENDMENT AND REPEAL

That the Town of Little Elm Code of Ordinances, Chapter 70, "Offenses and Miscellaneous Provisions, Article IV, "Juvenile Curfew," is hereby amended by repealing in its entirety Article IV, "Juvenile Curfew."

SECTION 3

CUMULATIVE REPEALER

That this ordinance shall be cumulative of all other ordinances and shall not repeal any of the provisions of such ordinances except for those instances where there are direct conflicts with the provisions of this ordinance. Ordinances or parts thereof in force at the time this ordinance

shall take effect and that are inconsistent with this ordinance are hereby repealed to the extent that they are inconsistent with this ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such ordinance on the date of adoption of this ordinance shall continue to be governed by the provisions of that ordinance and for that purpose the ordinance shall remain in full force and effect.

SECTION 4

SEVERABILITY CLAUSE

That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole. Town Council hereby declares it would have passed such remaining portions of this ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 5

EFFECTIVE DATE

This ordinance shall take effect immediately from and after its passage.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, on this the 19th day of September, 2023.

_____
Curtis J. Cornelious, Mayor

ATTEST:

_____
Caitlan Biggs, Town Secretary

Date:	09/19/2023
Agenda Item #:	6. B.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Olga Chernomorets, Planning Manager

AGENDA ITEM:

Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1729 a Proposed Text Amendment to Chapter 106, Zoning Ordinance by Amending Section 106.04.02 - Lakefront District, in Order to Establish Definition, Review Criteria, and Procedures for "Art Installations," and Enable Minor Corrections Throughout the Text.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1729:

DESCRIPTION:

Planning Analysis

In 2017 the Town adopted ordinance section 106.04.2 which created special standards for the area zoned "Lakefront District" that identified a desire to establish a pedestrian-oriented lakefront which will serve as the civic and cultural heart of the town. The Section was later amended in 2021, largely to limit building heights to preserve lakefront views.

In March 2022, the Town amended Chapter 86 by passing Ordinance #1665 which amended multiple definitions and standards for signs throughout the Town. Of the definitions changed at that time, the definition of "Fine Art" was amended to:

> *"Fine art means sculpture, fountain, mural, or another form of creative visual art produced to be appreciated primarily or solely for its imaginative, aesthetic, or intellectual content, containing no reference to or image of a business or its logo, and is not used for advertising. Fine art is not considered as a sign."*

Staff has received a number of requests from existing and new business owners for various art and sign installations that would not necessarily fit within the confines of the Fine Art definition, which has prompted staff to review the existing ordinance language. Staff believes that while not fitting everywhere in the Town, the intent and vision of a special area like the Lakefront District should

allow for additional creative flexibility that would move the vision of the district forward.

As a result, Staff is proposing certain amendments to the text within Section 106.04.02 "Lakefront District" in order to establish a definition, review criteria, and procedures for “art installations,” and also to enable minor corrections throughout the text, simply to clean up any existing errors and inconsistencies.

Planning and Zoning Commission deliberated this request on August 3rd, 2023 and indicated the desire to include, within the Art Installation criteria, a requirement for a maintenance mechanism to ensure upkeep. The Commission also indicated that such unique requests should not be solely at the discretion of the Director of Development Services, and indicated that the Review Committee should be designated as the decision maker for Art Installation review. Additionally, the Commission discussed the potential of adding a Commissioner to the Review Committee for added perspective.

In order to address the Commission's concerns, Staff has added/revised the language accordingly. The following outlines the proposed changes to this section of the code.

Creation of the term and the definition for "Art Installation":

> *Art Installation. A large-scale, mixed-media construction, often designed for a specific place, includes three-dimensional works designed to transform the perception of space, sculptures, murals, or other forms of creative visual art produced primarily or solely for its imaginative, aesthetic, or intellectual content reflective of the Lakefront District vision; may also contain reference to a business or its logo; is not used for sole purposes of advertising; is not used to promote political or religious views, or social causes.*

In order to then facilitate the review and approval process, "Permitted Signs" are being added to the Minor Waivers list of design standards and application criteria for art installations is created as follows:

> *Art Installations.*
>
> - *In addition to other signage, a property may be permitted an art installation with approval of a minor waiver.*
> - *Must meet the definition, as well as make a positive contribution to the visual environment and the District as a whole. Must reflect the intent of the design guidelines as referenced within Appendix A.*
> - *Requires professionally designed, digital, scaled plans, with an installation and maintenance agreement.*
> - *May only be approved by the review committee.*

Appendix A is established to serve as the design guide to reference the types of installations that are more likely to align with the Town's cultural, natural, geological, and visionary elements.

The review process is amended by allowing the Director of Development Services the discretion to require the Lakefront District Review Committee to weigh in on the decisions for Minor Waiver requests.

> Minor waivers are those changes to design standards in the Lakefront Code that are determined to meet the goals and intent of this Code as stated in Division 1 and throughout this Code. Minor waivers may be approved administratively by the Director or his designee. *At the discretion of the Director, an application shall require a recommendation*

from the committee.

A Commissioner is being added to the Review Committee:

The committee shall be comprised of the following:

- Director of development services ("Director")
- Director of economic development ("EDC rep")
- Planning manager (serving as "urban design officer" or "UDO")
- Town engineer ("engineer")
- A representative of the Town Council ("Council Liaison")
- *A representative of the Planning and Zoning Commission ("P&Z Commission Liaison")*

This amendment also makes landscaping changes for the Lakefront District that more closely align with the Town's vision and the type of standards seen throughout the rest of the Town.

- Remove "Palm Trees or other hardy desert type plants" as the preferred plant material for the Lakefront District. Palm trees were previously encouraged in order to establish a certain feel within the district, however, this plant species has not proven to do well in this region and has resulted in various properties having to completely redo their landscaping.
- Change from three-inch caliper street trees to four-inch caliper street trees, which is in line with landscaping standards for the rest of the Town.
- Remove exemption from the Landscape Points System for projects within the district, which is in line with landscaping standards for the rest of the Town.

This amendment also removes a height transition for development located within proximity to single family residential uses, which is no longer relevant as the maximum height across the Lakefront District is 35 feet.

Commission Findings.
At their regular meeting on August 17, 2023, the Planning and Zoning Commission unanimously approved the Staff initiated text amendment as presented.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDED ACTION:

Planning and Zoning Commission recommends approval of the requested as presented.

Attachments

Ordinance No. 1729 - Lakefront Text Amendment

Section 106.04.02 - Lakefront District Redlined

Appendix A

TOWN OF LITTLE ELM

ORDINANCE NO. 1729

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING CHAPTER 106, ZONING ORDINANCE, BY AMENDING SECTION 106.04.02 – LAKEFRONT DISTRICT, IN ORDER TO ESTABLISH DEFINITION, REVIEW CRITERIA, AND PROCEDURES FOR "ART INSTALLATIONS," AND ENABLE MINOR CORRECTIONS THROUGHOUT THE TEXT; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHERE AS, 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, Town Staff recommended proposed textual changes to the Zoning Ordinance; and

WHEREAS, the Town's Planning and Zoning Commission and the Town Council of the Town of Little Elm, Texas, in accordance with the state law and the ordinances of the Town, have given the required notices and have held the required public hearings regarding the adoption of the proposed amendments; and

WHEREAS, after due deliberations and consideration of the recommendation of the Town's Planning and Zoning Commission, and any other information and materials received at the public hearing, the Town Council of the Town of Little Elm, Texas, has determine the various amendments to the Zoning Ordinance are in the best interest of public health, safety, and welfare of the residents of the Town.

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

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

SECTION 2. AMENDMENT AND ADOPTION. From and after the effective date of this Ordinance, Section 106.04.02 – Lakefront District of Chapter 106, Zoning Ordinance, of the Code of Ordinances of the Town of Little Elm, Texas, is hereby amended through the adoption of definition, review criteria, and procedures for an "Art Installation," and various text corrections incorporated hereby through the adoption of

the attachment hereto.

SECTION 3. SAVINGS. This Ordinance shall be cumulative of all other ordinances of the Town, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

SECTION 5. SEVERABILITY. The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the Town Council of the Town of Little Elm, Texas hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 7. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its adoption in accordance with and as provided by law and the Town Charter.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 19th day of September, 2023.

The Town of Little Elm, Texas

_____

Curtis J. Cornelious, Mayor

ATTEST:

_____

Caitlan Biggs, Town Secretary

ATTACHMENT –

AMENDED SECTION 106.04.02 – LAKEFRONT DISTRICT

Sec. 106.04.02 Lakefront District.

DIVISION 1. PURPOSE, GOALS AND INTENT

(a) *Purpose.*

The purpose of the Lakefront District is to implement the adopted recommendations of the comprehensive plan by establishing a pedestrian-oriented lakefront which will serve as the civic and cultural heart of the Town for generations.

(b) *Goals.* The goals of this Code are:

(1) To build on the Town's targeted "lakeside community character," with built form and materials that are reminiscent of lakefront communities.

(2) Make the sustainable through:

a. Providing for integrated mixed use;

b. Embodying LEED-ND (Leadership in Energy and Environmental Design Neighborhood Development) principles; and

c. Assuring pedestrian and bicycle friendliness;

(3) To provide development and land use flexibility within the framework of a form-based development code;

(4) To provide a mix of residential, retail and office uses in a pedestrian and bicycle-friendly environment; and

(5) To encourage high quality development through providing a balance of development standards and expeditious administrative approvals for projects which meet the intent of this Code.

(c) *Intent.* The intent of this Code is:

(1) To provide a comfortable and attractive environment for pedestrians, which include such things as buildings framing public space, interesting street walls, street trees, lighting and street furniture;

(2) To construct buildings close to the sidewalk and street;

(3) To construct continuous building frontage along block faces except where it is desirable to provide for pedestrian and auto pass-through to parking at mid block;

(4) To provide shared parking that will benefit the entire District;

(5) To encourage the use of public parks and plazas as a focus for mixed use developments;

(6) To design and build flexible buildings that can accommodate a range of uses over time;

(7) To design streets, access lanes and buildings that will provide a high level of connectivity between parcels and projects for pedestrians, bicycles and autos; and

(8) To create a safe multi-modal mixed use environment.

(Ord. No. 1407, § 2, 8-15-2017)

DIVISION 2. DEFINITIONS

The following definitions shall apply within the Lakefront Code.

Access lane. Any on-site drive or lane intended to accommodate autos or pedestrians.

Art Installation. A large-scale, mixed-media construction, often designed for a specific place, includes three-dimensional works designed to transform the perception of space, sculptures, murals, or other forms of creative visual art produced primarily or solely for its imaginative, aesthetic, or intellectual content reflective of the Lakefront District vision; may also contain reference to a business or its logo; is not used for sole purposes of advertising; is not used to promote political or religious views, or social causes.

Charleston house. This is a house that is built close to the front sidewalk but also has one building edge adjacent to a shared property line, thereby creating a useable side yard. (See table 1 Building Disposition) A double Charleston house is two single-family Charleston houses which share a common wall (and property line).

Review committee. A committee constituted by the Town to advise the Director on major development waivers. (See section 106.04.02, "Lakefront District - Division 9(b) review process")

Building facade, primary. Any facade that faces a public street or open space.

District. The entire area covered by the lakefront code.

Entry, primary. The main entry to a building on a block face. There must be at least one main building entry for each ground floor use, tenant or lobby on each block face which contains the use or tenant.

Flats. Urban apartments located in a pedestrian friendly mixed use development, and usually positioned above the ground floor.

Landmark buildings. Buildings which are located on axis with a terminating street or at the intersection of streets. Such buildings shall incorporate architectural features which address height and articulation that emphasize the importance of such a location.

Live-work. A fee-simple dwelling unit that contains, to a limited extent, a separate commercial component on the ground floor. It is in the form similar to a townhouse or store with residential quarters above or behind the commercial use.

Loft. A flexible residential space which may be partially used for an artist or design studio, and which is characterized by higher than normal ceilings, open floor plans and often, exposed duct work.

Loft, mixed use. A mixed use building that includes a majority of residential use such as lofts, apartments, condominiums and offices, but contains nonresidential use in a portion of the ground floor.

Major thoroughfare. This refers to the ultimate configuration of Eldorado Parkway.

Parking, shared. Parking which is shared by tenants, visitors and the general public. Hours of availability and use may be further defined in cooperation with the Town.

Patio house. This refers to a home which occupies the boundary of the lot while defining one or more private patios. (See Table 1 Building Disposition)

Regulating plan. A plan that governs the development of a multi-phased project area as defined in. (See section 106.04.02, "Lakefront District - Division 9(c) regulating plan")

Retail use. For the purposes of the Lakefront Code, retail use is defined as a business having as its primary function, the supply of merchandise or wares to the end consumer. Such sales constitute the "primary function of the business when sales equal at least 80 percent of the gross sales of the business.

Stacked flat. A condominium, apartment or loft which is part of a building of similar units. Flats located on the ground floor must still meet the requirements for direct front door access to a stoop and a public sidewalk.

Stoop. A structure that is located approximately at the level of the first floor of the structure and intended to provide access to a residential unit.

Story. That portion of a building, other than a basement, included between the surface of any floor and the surface of the floor next above it, or if there is no floor above it, then the space between the floor and the ceiling

above the floor of such story. This includes any mezzanine or loft which may comprise only a portion of a full floor plate. A standard story may range from 10 feet to 16 feet depending on the use.

Streetscape. The urban element that establishes the major part of the public realm. The streetscape is composed of thoroughfares (travel lanes for vehicles and bicycles, parking lanes for cars, and sidewalks or paths for pedestrians) as well as the visible private frontages (building facades and elevations, porches, yards, fences, awnings, etc.), and the amenities of the public frontages (street trees and plantings, benches, streetlights, etc.).

Lakefront engineering and landscape standards. Any approved Town standards which govern such items as street, streetscape, drainage, signage and other public improvements in the Lakefront District.

Town Manager. The Town Manager of the Town of Little Elm or his designee.

Townhouse. An attached dwelling unit located on a platted lot which shares at least one common wall with another such unit. Townhouses are grouped together in clusters of three to six units.

Urban design officer (UDO). The planning manager shall serve as the urban design officer for the Lakefront District.

Waiver to design standards, major (major waiver). A significant change to the standards of this Code, as identified in the District regulations and requiring Planning and Zoning Commission and Town Council approval. (See section 106.04.02, "lakefront District Division 3(g) and 9(e) regarding waivers of design standards")

Waiver to design standards, minor (minor waiver). A minor change to the standards of this Code that is not contrary to the stated goals and intent of the District. (See section 106.04.02, "lakefront District Division 3(g) and 9(e) regarding waivers of design standards")

(Ord. No. 1407, § 2, 8-15-2017; Ord. No. 1651 , § 2, 12-7-2021)

DIVISION 3. GENERAL DISTRICT STANDARDS

(a) *Building and land use.*

Intent. It is intended that allowed uses will encourage pedestrian-oriented mixed use projects that are well integrated with retail and residential activities.

(1) Retail, personal service, residential and office uses shall be allowed throughout the District in accordance with the list of authorized uses set forth in appendix 1 Lakefront Land Use. Uses which are not specifically authorized require a major waiver.

(2) Where "required retail at-grade construction" is designated on the conceptual framework plan, the ground floor adjacent to the street should be constructed to retail building standards for a depth of at least 50 feet, however a smaller depth may be allowed if the retail is serving as a "liner" use which is masking a parking garage, by minor waiver.

(3) All changes to access drives require a minor waiver.

(b) *Block face.*

Intent. It is intended that building walls should be continuous along block faces to create a strong edge to the street and contribute to creating an attractive and active pedestrian environment, with allowance for some limited variation and opportunities for outside dining, pocket parks and special building entry features. Buildings should also be constructed close to the street to provide a sense of enclosure.

It is also intended that blocks be as short as practical to both support pedestrian access/walkability and to facilitate the process of renewal and regeneration of buildings and frontages over the long term.

(1) Continuous building frontage will be considered to be met if 80 percent or more of the primary building facade is located within 15 feet of the right-of-way or build-to line designated on an approved

plan. This shall apply to each phase of development unless otherwise approved. However, administrative approval of a minor waiver will permit down to 70 percent, provided that the reduction results in an attractive outdoor dining area, building entry feature or other amenity which contributes to the streetscape. A greater reduction shall require approval of a major waiver.

(2) Facades shall generally be built parallel to the street frontage, except at street intersections, where a facade containing a primary building entrance may be curved or angled toward an intersection.

(3) Build-to lines.

a. Build-to lines shall be measured from the planned street right-of-way or public easement, as established on the approved regulating plan and the standards in this chapter. The entire area between the back-of-curb and the primary building facade shall be dedicated as public right-of-way or have a public access easement placed upon it.

b. Exterior steps, stoops, chimneys, and bay windows may encroach beyond the build-to line by two feet, but not into a public right-of-way. Balconies ten feet or more above the sidewalk may encroach up to six feet including a public right-of-way or access lane.

c. Awnings may encroach above the public sidewalk without limit, but may not extend into a vehicular roadway or accessway.

(c) *Streets; intent.* It is the intent that public and private streets and accessways provide a framework that will facilitate the movement of pedestrians and autos in an attractive environment, and provide for incremental long term revitalization and redevelopment of parcels to meet changing market sector needs. All streets and blocks in the Lakefront Code shall conform to the provisions of this section.

1. *Street standards.* Standards for streets within the District shall be approved as part of a regulating plan and shall be in generally conformity with appendix 2 thoroughfare assemblies.

2. *Street pattern.* The pattern of all streets in the project area shall be based upon a small scale grid system of interconnecting streets, and shall connect to adjoining nonsingle-family properties.

(d) *Streetscape and landscape; intent.* It is the intent to both encourage and require streetscape and landscaping that reinforces the lakefront character of Little Elm as envisioned in the Comprehensive Plan. It is also the intent to create comfortable pedestrian environments and lower summer ambient temperature by shading sidewalks, parking areas and drive lanes.

1. Streetscape standards. Shade trees are required along all public street rights-of-way, either within the ROW or immediately adjacent at an average of 20 feet on center.

Where buildings are not adjacent to the sidewalk, a second row of trees shall be provided in place of a building wall unless adjacent to a plaza or pocket park or approved by minor waiver as a temporary condition.

2. Site landscaping shall include drought tolerant grasses and shrubs as listed in the Town's list of approved plant materials.

3. Residential ground floor frontages shall be required to landscape a minimum of five feet between the edge of sidewalk and the primary building facade, excluding access to sidewalks, stairs, stoops, porches and patios. This area may be landscaped with ground cover, low shrubs, ornamental trees and street trees. In addition, street tree wells may also be landscaped. Landscaping for tree wells is limited to ground cover and low shrubs.

(e) *Transition from single-family zoning.* On any property in the Lakefront District which shares a lot line with a single-family zoned property:

(1) The setback shall be a minimum of 20 feet from the property line, and

(f) *Waivers of design standards.* The following waivers are authorized within the Code, subject to the procedures in Division 9E and as otherwise specified in this Code.

Minor waivers include:

- Requirement to line a parking garage with buildings
- Requirement for continuous building frontage
- Establishment of build-to line
- Encroachment into the build-to line
- Residential landscape requirement
- Design of buildings without tri-partite architecture
- Required frequency of building entries along a street edge
- Window detailing
- Exterior building and roof materials
- Exterior building color
- Retail at-grade design standards
- Landscape standards
- Location of bicycle parking
- Minor revisions to thoroughfare assemblies
- Permitted Signs

Major waivers include:

- Required retail construction
- Building height
- Exceeding the maximum leasable retail area
- Residential at-grade design standards
- Parking requirements
- Parking garage design standards

(Ord. No. 1407, § 2, 8-15-2017; Ord. No. 1651 , § 2, 12-7-2021)

DIVISION 4. BUILDINGS

(a) *Intent.* The intent of this section is to create an attractive and active Lakefront Town style District; and the size, disposition, function and design of buildings play an important role in achieving that goal. This includes encouraging the appropriate use of:

- Landmark "lighthouse" elements
- Cementitious fiberboard siding in the form of planks or board and batten

- Metal or tile - (clay or cement) roofing material

It is also intended that commercial spaces are designed and constructed in a manner that allows flexibility to accommodate a range of uses over time in order to avoid the need to demolish and rebuild for successive uses. Buildings should directly contribute to the attractiveness, safety and function of the street and public areas. Buildings that accommodate retail at-grade should feature the retail activity over the building's architecture. Buildings should be constructed in a manner, and with materials, that are highly durable and will continue to endure and be attractive over a long time, especially adjacent to public and pedestrian areas.

It is intended by this section, to encourage a variety of building and design solutions in response to the standards and regulations outlined herein.

(b) *General building configuration.*

(1) *General building disposition*.

a. Buildings shall be disposed in relation to the boundaries of their lots according to Table 1 Building Disposition.

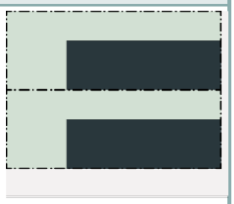
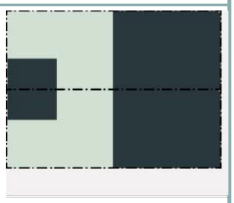
b. One principal building at the frontage and one outbuilding to the rear may be built on each lot. A back-building may be built between the principal building and the outbuilding on the side-frontage of corner lots as shown in Table 2 Building Location.

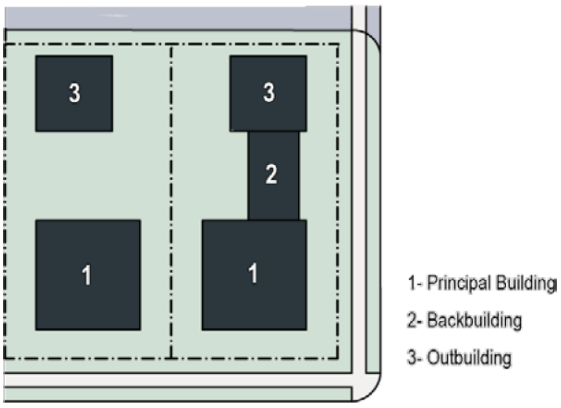
c. Facades shall be built generally parallel or tangent to the principal frontage line. For lots having two frontages, the one along the more urban frontage of the two shall be the principal frontage unless otherwise determined by minor waiver.

d. Single-Family outbuilding rear setbacks shall be a minimum of eight feet from the alley right-of-way to the garage door if there is one, or three feet to the building wall if not. Townhomes with rear patios and a detached garage may have a minimum setback of three feet. In the absence of a rear alley or lane, the rear setback shall be a minimum of three feet.

e. Loading docks and service areas shall be permitted on frontages only when absolutely necessary, by minor waiver.

Building disposition. This table approximates the location of the structure relative to the boundaries of each individual lot, establishing suitable basic building types for each transect zone.

ARTICLE IV, TABLE B LAKEFRONT BUILDING DISPOSITION	
A. Side yard: Specific Types - Charleston House, Charleston Double House. A building that occupies one side of the Lot with the Setback to the other side. A shallow Frontage Setback defines a more urban condition. If the adjacent building is similar with a blank side wall, the yard can be quite private. This type permits systematic climatic orientation in response to the sun or the breeze. If a Side yard House abuts a neighboring Side yard House, the type is known as a twin or Charleston Double House. Energy costs, and sometimes noise, are reduced by sharing a party wall in this Disposition.	
B. Rear yard: Specific Types - Townhouse, Live-Work unit, loft building, Stacked Flats, Mixed Use Block, Flex Building. A building that occupies the full Frontage, leaving the rear of the Lot as the sole yard. This is a very urban type as the continuous Façade steadily defines the public Thoroughfare. The rear Elevations may be articulated for functional purposes. In its Residential form, this type is the Rowhouse. For its Commercial form, the rear yard can accommodate substantial parking. Garages may be attached or detached.	
C. Courtyard: Specific Types - Patio House. A building that occupies the boundaries of its Lot while internally defining one or more private patios. This is one of the most urban of types, as it is able to shield the private realm from all sides while strongly defining the public Thoroughfare. Because of its ability to accommodate incompatible activities, masking them from all sides, it is recommended for workshops, Lodging and schools. The high security provided by the continuous enclosure is useful for crime-prone areas.	
D. Urban: Specific Types - Stacked Flats, mixed use lofts, office, and retail. A building which occupies the entire site. This is the most urban type, and is common in downtowns. It can accommodate a wide range of functions.	



(c) *Building standards.*

(1) *Building form.*

a. Buildings shall not exceed three stories, or 45 feet, in height; additional height along Eldorado Parkway may be allowed at specific locations by major waiver.

b. All buildings shall be designed and constructed in tri-partite architecture so that they have a distinct base, middle and top.

c. Buildings which are located on axis with a terminating street or access lane or at the intersection of streets and/or access lanes shall be considered a landmark building. Such buildings shall be designed with landmark features which take advantage of that location, such as an accentuated entry and a unique building articulation which is off-set from the front wall planes and goes above the main building eave or parapet line.

(2) *Architectural features.* Where clearly visible from a public street, open space or access lane:

a. *Roofs.* For buildings with hip, gable or mansard roofs (unless otherwise allowed by minor waiver):

1. Allowed materials include standing seam, clay or concrete tile (barrel or Roman shape)

2. Skylights and roof vents shall not be visible.

b. Windows, except for retail at-grade, shall be vertical in proportion and have at least a three-inch reveal. Vertically proportioned windows which are joined together by a mullion shall be considered as meeting this standard.

c. Each building and separate lease space at-grade along the street edge shall have a functioning primary entry from the sidewalk. Such entries must be inset from the front building plane by at least three feet. Functioning entries must be located no greater than 60 feet apart. Corner entries may count as a primary entry for both intersecting street frontages.

(3) *Exterior facade materials.* The following shall apply to all exterior walls of buildings and parking structures which are clearly visible from a public street, walkway or open space:

a. *Allowed exterior materials.* Allowed exterior surface materials are categorized into three groups:

1. Group A. Brick and stone.

2. Group B. Stucco, architectural concrete block with integrated color, factory primed cementitious fiberboard (in the form of lap siding or board and batten). Cementitious fiberboard is limited to 20 percent of any facade.

3. Group C. Accent; Metal, EIFS, wood and tile.

b. *Prohibited exterior materials.* Prohibited exterior surface materials include cinderblock and aggregate finished surfaces.

c. *Primary facades.* The following shall apply to all exterior walls of buildings which are clearly visible from a public street, open space, or active storefront:

Primary facades, excluding windows, doors, and other openings, shall be constructed of at least 80 percent group A materials and up to 20 percent group B materials. However, accent materials from group C may be allowed in limited application for architectural features.

d. *Secondary facades.* The following shall apply to all exterior walls of buildings (15,000 square feet or larger) which are not clearly visible from a public street, open space or active storefront:

1. Walls, excluding windows, doors, and other openings, shall be constructed of a minimum of 20 percent group A materials and up to 80 percent group B materials. However, the color of the walls shall match the primary facades.

2. Wrapping the primary facade treatment. Secondary facades which are adjacent to the primary facade shall contain the primary facade treatment for at least ten percent of its area. This may occur as a simple continuation of the primary facade treatment, or elements such as cornices, bases and vertical elements. In all cases, however, wall surface materials shall wrap the corner.

3. Walls which are constructed on a property line as one of a series of in-line buildings where the wall will become part of a common wall shall be subject to minor waiver approval and may include a greater distance of "wrapping" and more lenient use of other materials such as cinder block.

e. *Two materials.* At least two materials shall be used on all exterior facades.

f. Windows and glazing shall be limited to a minimum of 30 percent and maximum of 70 percent of each building elevation (see 6.b below for special requirements for retail at-grade).

g. A variation of up to 15 percent of the standard above, and the material type may be approved by administrative approval of a minor waiver, provided that it is demonstrated that:

1. The requested material use will result in achieving the Town's architectural goals, and

2. The change will result in an improved architectural design without degrading the quality of public areas or increasing the need for maintenance.

(4) *Color.*

a. The dominant color of all buildings (including any above-grade parking structures) shall be muted shades of color. There are no restrictions on accent colors which comprise less than one percent of the building face, except that florescent colors are prohibited.

b. Roof colors shall be a muted shade of cool gray, warm gray, brown or red.

(5) *Residential at-grade.*

a. All buildings which have residential unit floor plates within six feet of grade shall include a primary front door entrance into the unit which may be accessed from the sidewalk. Any change to this standard shall be considered a major waiver.

b. The entry shall be located a minimum of two feet above the sidewalk elevation and include a minimum 24 square foot stoop. If pre-empted by topographic conditions, the entry may be lowered in elevation, subject to approval of the Director. However, up to 50 percent of units may be ADA accessible from the sidewalk provided there is a maximum four-foot largely transparent metal fence separating the private area from the public sidewalk area. Any change to this standard shall be considered a major waiver.

c. Units must also include windows which provide residents a view of the street or public access easement and sidewalk area. Any change to this standard shall be considered a minor waiver if pre-empted by topographic conditions.

d. Lobbies to upper stories may be located at-grade level.

e. Balcony and patio railings and fences shall be largely transparent and constructed of glass, wrought iron or metal. Masonry columns may be used on patios provided that they are used as accents. Wood fences and railings and chain-link fencing are prohibited.

f. Townhouses shall meet the Town standards for that unit type.

(6) *Nonresidential at-grade.*

a. The ground floor entry must be located at the approximate elevation of the adjacent sidewalk.

b. Retail uses adjacent to the sidewalk at-grade shall:

1. Be constructed to meet fire code separation from any other uses constructed above;

2. Have a minimum clear height of 16 feet between finished floor and the bottom of the structure above. Mezzanines within the retail space shall be allowed per building code;

3. Have an awning or canopy which extends at least six feet over the sidewalk for at least 75 percent of the frontage on any portion of the primary facade. Such awning or canopy shall maintain a minimum seven and one-half foot clearance over the sidewalk; and

4. Have highly transparent glass windows for at least 60 percent, but no greater than 80 percent, of the ground floor facade.

(Ord. No. 1407, § 2, 8-15-2017; Ord. No. 1651 , § 2, 12-7-2021)

DIVISION 5. PARKING AND ACCESSIBILITY

(a) *Vehicle parking.*

(1) *Intent.* The following is the intent of the town's parking policies and this Code:

a. Support the creation of shared parking in order to enable visitors to park once at a convenient location and to access a variety of commercial enterprises in a pedestrian and bicycle-friendly environment.

b. Manage parking so that it is convenient and efficient, and supports an active and vibrant mixed use environment.

c. Ensure ease of access to parking.

d. Provide flexibility for changes in land uses which have different parking requirements within the District.

e. Provide flexibility for the redevelopment of small sites.

f. Avoid diffused, inefficient single-purpose reserved parking.

g. Avoid adverse parking impacts on residential neighborhoods.

h. Ensure that any parking structures do not dominate the public environment, by lining the edge of structures with residential or commercial uses where visible from public roads and open space.

(2) *Parking requirements.* Off-street facilities shall be provided in accordance with this subsection.

a. Off-street parking spaces for the applicable use classification shall meet the following minimum number of spaces in Table 3 Parking Calculations.

b. *Parking location.* All off-street surface parking shall be located at least 15 feet behind the front facade which faces on a street or public open space, and shall be accessed by alley or short driveway between buildings. Any change to this standard shall be considered a minor waiver.

c. *At-grade parking.* All at-grade parking lots fronting roadways shall be screened from view as outlined in Division 3(e) streetscape and landscape and Division 8 landscape of this Code. Landscaping of the internal surface parking area shall not be required unless it is planned to serve as long term parking. In which case, such long term surface parking areas shall meet the

requirements of Division 7(e) parking lot landscape. For the purpose of this section, long term parking shall be determined by the Director, and may include parking which has a likelihood of being in place for a period of seven years or more.

d. *Parking calculations.* The shared parking factor for two functions, when divided into the sum of the two amounts as listed on the required parking table below, produces the effective parking needed for each site involved in sharing. Conversely, if the sharing factor is used as a multiplier, it indicates the amount of building allowed on each site given the parking available.

ARTICLE IV, TABLE C	
LAKEFRONT PARKING CALCULATIONS	
Land Use	*Minimum Parking Requirements*
Residential	1 space per bedroom, up to 2 spaces per dwelling
Lodging (hotel, inn)	1 space per bedroom
Office, Retail, Restaurant	1 space per every 400 square feet
Civic and Other uses	To be determined by minor waiver

ARTICLE IV, TABLE D				
LAKEFRONT SHARED PARKING FACTOR				
	Residential	Lodging	Office	Retail
Residential	1	1.1	1.4	1.2
Lodging (hotel, inn)	1.1	1	1.7	1.3
Office	1.4	1.7	1	1.2
Retail	1.2	1.3	1.2	1

* Parking requirements are based on at least 90 percent non-reserved stalls; otherwise, the requirement shall be 1/300 square feet for office, retail or restaurant use.

Note 1. Open space and civic space do not require parking.

Note 2. Active recreation or sports facilities parking requirements shall be determined by minor waiver.

Note 3. On-street parking shall not count toward meeting residential parking requirements.

e. *Parking garages—Where approved.*

1. Parking garages which are adjacent to a street shall be set back a minimum of 50 feet and lined with buildings containing any permitted use but parking.

2. Off-street below grade parking is permitted to the lot lines, but must be designed to allow planting of landscape as defined in Division 7 landscape. No below grade parking beneath a building shall be visible from the sidewalk.

f. *Shared parking.*

1. Uses may join in establishing shared parking areas if it can be demonstrated that the parking for two or more specific uses occurs at alternating time periods, or where shared

parking is massed and configured in a way that increases its efficient use. Required parking shall be determined by a parking analysis study approved by the Director.

2. Shared parking shall be clearly designated with signs and markings.

(b) *Bicycle parking.*

(1) *Goals.* Bicycle parking is required in order to encourage the use of bicycles by providing safe and convenient places to park bicycles.

(2) *Required bicycle parking.* Bicycle parking shall be provided based on at least one space for every ten automobile parking spaces required as part of the base parking requirement in subsection (a)(2) above.

(3) *Bicycle parking standards.*

a. *Location.*

1. Required bicycle parking must be located within 50 feet of an entrance to the building. With approval of a minor waiver, bicycle parking may be located in the public right-of-way.

2. Bicycle parking may be provided within a building, but the location must be easily accessible to bicycles.

3. Any bicycle parking in the public right-of-way should be located within the band created by street trees and pedestrian street lights, however, it must be placed in a manner that avoids conflicts with pedestrian and vehicular paths.

b. *Signs.* If bicycle parking is not visible from the street, then a sign must be posted indicating the location of the bicycle parking facilities.

(4) *Standards for bicycle rack types and dimensions.*

a. *Rack type.* Bicycle rack types and standards shall be approved by the Town.

b. *Parking space dimensions.*

1. Bicycle parking spaces must be at least six feet long and two feet wide, and in covered situations, the overhead clearance must be at least seven feet.

2. An aisle for bicycle maneuvering must be provided and maintained beside or between each row of bicycle parking. This aisle must be at least five feet wide.

3. Each required bicycle parking space must be accessible without moving another bicycle.

(c) *Accessibility throughout the District area.* All parcels within a project area shall be platted and laid out in a manner that ensures connectivity for pedestrian and automobile movement both within the project and to adjacent nonsingle-family zoned properties.

DIVISION 6. LIGHTING AND MECHANICAL

(a) *Intent.* It is the intent of this section to provide a level and consistency of lighting that supports pedestrian activity and promotes safety, and to reduce the visual impact of mechanical equipment on the public realm.

(b) *Standards.*

(1) Average lighting levels within project areas should be approximately:

a. Urban Residential three foot-candles (fc);

b. Urban Retail six fc;

c. Parking areas 1.5 fc;

d. Street intersections three fc;

e. Street centerline 1.7 fc.

(2) Lighting elements shall be incandescent, metal halide, halogen or LED in a white spectrum light. No HID or fluorescent lights (except fluorescent bulbs that screw into standard socket fixtures) may be used on the exterior of buildings.

(3) All lighting shall be focused downward or narrowly focused on its intended target such as signs, parking and pedestrian walkways. No lighting source from a commercial activity shall be visible by a residential unit.

(4) The entire District shall utilize the basic fixtures and furnishings in the public areas as are approved by the Town.

(5) Mechanical and electrical equipment, transformers, meters, garbage containers and loading areas shall meet Town standards.

(Ord. No. 1407, § 2, 8-15-2017)

DIVISION 7. LANDSCAPE

(a) *Intent.* Landscaping within the Lakefront Code shall comply with the provisions in this section, the Town's list of approved plant materials and with the standards contained in Article VI, part two, landscaping of the Town's Zoning Ordinance. Where conflicts exist between this District and the Zoning Ordinance, the requirements in this District shall be applied.

It is the intent of this section to:

(1) Support the Comprehensive Plan's goals for a Lakefront character;

(2) Provide the Town with a unique and identifiable streetscape corridor;

(3) Contribute to pedestrian safety and comfort;

(4) Reduce the amount of solar heat gain in paved and hard surface areas.

(b) *Street trees.*

(1) Street trees may be planted between the sidewalk and the curb. They may also be planted within three feet of a curb, sidewalk or other structure, provided that they are selected from the Town's urban tree list.

(2) All required street trees shall be:

a. At least four-inch caliper;

b. Single trunk;

c. Limbed-up to six feet.

(c) *Plant material.* Front yards shall be landscaped except at building entries, seating areas and adjacent to commercial uses, where the front yard may be paved. Plant materials shall consist of shade trees, ornamental trees, shrubs, evergreen ground covers, vines, and seasonal color in conformity with the Town's list of approve plant materials and Article VI of the Town's Zoning Ordinance.

(d) *Paving material.*

(1) Paving material in front yards and on sidewalks shall be warm toned, natural materials such as brick, stone and concrete.

(2) Asphalt and gravel as paving materials are prohibited.

(e) *Parking lot landscape.*

(1) Surface parking lots shall be screened to a minimum height of 30 inches from all adjacent public streets and open space. The screen must extend along all edges of the parking lot and must be in conformity with screening standards set out in Article VI, Division 2, landscaping of the Town's Zoning Ordinance. It may be accomplished through the use of masonry walls, ornamental metal, evergreen plant materials, or a combination thereof. Planting beds for screen planting shall be a minimum of four feet in width.

(2) Interior parking lot landscape shall also be consistent with Article VI, Division 2, landscaping of the Town's Zoning Ordinance. However, parking lots shall not exceed eight spaces in a row without being interrupted by a landscaped island (nine-foot minimum). Islands shall be planted with a minimum of one shade tree for every eight vehicle spaces.

(3) No landscaping shall be required for the interior of structured parking facilities.

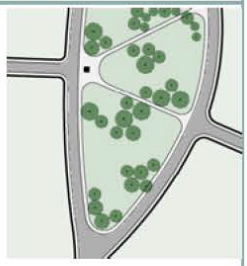
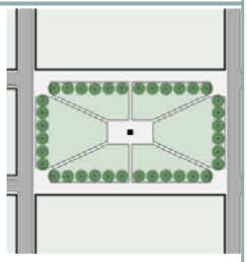
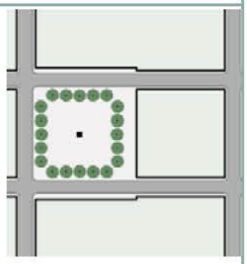
(f) *Detention/retention ponds.* Detention/retention ponds shall be designed in a manner as to be an amenity to the development and shall not require fencing.

(g) *Open space and landscaping for residential mixed use projects.*

(1) In lieu of the Town's requirement for open space and trees for residential development, a green, square or plaza shall be provided and approved as part of the regulating or site plan. (See Table 4 Open Space)

(h) *Other landscape requirements.*

(1) The requirement for a ten-foot landscape buffer between parcels shall not apply except where adjacent to single-family zoned property.

ARTICLE IV, TABLE E LAKEFRONT OPEN SPACE	
Green: An Open Space, available for unstructured recreation. A Green may be spatially defined by streets, landscaping and/or building frontages. Its landscape shall consist of lawn and trees.	
Square: An Open Space available for unstructured recreation and Civic purposes. A Square is spatially defined by building frontages or streets. Its landscape shall consist of paths, lawns and trees, formally disposed. Squares shall be located at the intersection of important Thoroughfares.	
Plaza: An Open Space available for Civic purposes and Commercial activities. A Plaza shall be spatially defined by building frontages. Its landscape shall consist primarily of pavement but include shade in the form of trees or structure. Plazas should be located at the intersection of important streets.	

DIVISION 8. SIGN STANDARDS

(a) *Intent.* The intent of this section is to establish architectural controls, limit clutter and regulate commercial and locational signage. It is also intended to help enliven retail and restaurant mixed use areas. These standards should not be interpreted to prevent a for-sale sign, a political sign, or a noncommercial sign that is an exercise of noncommercial freedom of speech. Commercial and locational signage within the District are limited, regulated and controlled as provided in this Code, and all other signage shall be subject to the requirements of such Town ordinances, rules and regulations that are in effect from time to time.

(b) *Signs, general standards.*

(1) *General standards.*

a. Signage may only be externally lit with full-spectrum source, unless otherwise approved.

b. One address number, no more than six inches vertically, shall be attached to the building in proximity to the principal entrance.

(c) *Prohibited signs.*

(1) The following signs shall not be allowed:

a. Off-premise signs;

b. Internally lit sign boxes;

c. Flashing or running light signs;

d. Pole signs;

(2) Signs shall not be mounted on roofs or project above roof line without approval of a minor waiver, and it is determined to make a positive contribution to the District as a whole.

(d) *Permitted signs.*

(1) *Wall signs.*

a. One wall sign per occupancy, per street frontage.

b. Maximum size is 30 square feet if located 12 feet or higher above grade; ten square feet if less than 12 feet above grade.

c. Minimum ten-foot distance between wall signs (excluding building identification sign or directory sign).

d. In addition, one wall-mounted sign, not exceeding six square feet in area, is permitted on any side or rear entrance open to the public. Such wall signs may only be lighted during the operating hours of business.

(2) *Projecting and hanging signs, including graphic or icon signs, mounted perpendicularly to the wall.*

a. A maximum of one per occupancy per building face.

b. A maximum area of six square feet per face; and a maximum of three feet in width.

c. Distance from the ground to the lower edge of the sign shall be seven and one-half feet or greater.

d. Minimum 15-foot distance between signs.

e. The height of the top edge of the signboard shall not exceed the height of the wall from which the sign projects, if attached to a single story building; or the height of the sill or bottom of any second story window, if attached to a multi-story building unless approved by minor waiver.

(3) *Window signs.*

a. The sign shall not exceed 30 percent of the window area.

b. Neon signs are allowed behind windows in commercial areas, but shall count toward the allowed window sign area.

(4) *Building identification signs.*

a. One per building face.

b. Must be 12 feet or higher above sidewalk level.

c. Maximum size 25 square feet.

d. Twenty-four-inch maximum height for letters or logos.

e. Applied letters shall be constructed of painted cast metal, bronze, brass, or anodized aluminum. Applied plastic letters are not permitted.

(5) *Awning signs (for ground floor uses only).*

a. One per occupancy per building face.

b. Minimum eight feet above sidewalk level for pedestrian clearance.

c. Ten square feet maximum sign area.

d. If acting as an auxiliary business sign, it shall be located on the valance only, and the height of the lettering shall not exceed four inches.

e. If acting as the main business sign, it shall not be in addition to a wall-mounted sign.

(6) *Monument signs.*

a. Monument signs shall only be allowed adjacent to the Eldorado right-of-way.

b. Architecturally compatible monument signs shall not exceed six feet in height or eight feet in length.

c. Vertically oriented monument signs may also be allowed by minor waiver where it is deemed that such signs will enliven the area.

(7) *Building directory signs.*

a. One per entrance.

b. The sign shall be located next to the entrance.

c. The sign shall project out from the wall to which it is attached no more than six inches.

d. The sign shall not extend above the parapet, eave or building facade.

e. Maximum size shall be eight square feet.

(8) *Restaurants and cafes.*

a. In addition to other signage, restaurants and cafes shall be permitted the following, limited to one of each type of sign per business:

b. A wall-mounted display featuring the actual menu as used at the dining table, to be contained within a shallow wood or metal case, and clearly visible through a glass front. The display case shall be attached to the building wall, next to the main entrance, at a height of approximately five feet, shall not exceed a total area of three square feet, and may be lighted.

c. An A-frame sidewalk sign displaying the name of the eatery, offerings and hours of operation.

d. Restaurant and retail areas may have a neon or special designed exterior sign, if approved by the CRC.

(9) *Art Installations.*

a. In addition to other signage, a property may be permitted an art installation with approval of a minor waiver.

b. Must meet the definition, as well as make a positive contribution to the visual environment and the District as a whole. Must reflect the intent of the design guidelines as referenced within Appendix A.

c. Requires professionally designed, digital, scaled plans, with an installation and maintenance agreement.

d. May only be approved by the review committee.

(Ord. No. 1407, § 2, 8-15-2017)

DIVISION 9. LAKEFRONT PROCEDURES

(a) *Intent.* It is the intent of this section to off-set the high level of detailed standards in this Code with an expeditious approval of projects which meet its general goals and intent, and:

(1) To ensure adequate linkages and connections within and between project areas, and

(2) To ensure consistency and quality of design through use of professional review assistance.

(b) *Review process.*

(1) A review committee ("committee") shall be established to provide guidance of interpretation of the Lakefront Code and make recommendations on significant issues that may arise. It is not intended to meet and review every administrative or legislative application that comes forward within the District.

The committee shall be comprised of the following:

- Director of development services ("Director")
- Director of economic development ("EDC rep")
- Planning manager (serving as "urban design officer" or "UDO")
- Town engineer ("engineer")
- A representative of the Town Council ("Council Liaison")
- A representative of the Planning and Zoning Commission (“P&Z Commission Liaison”)

(2) The urban design officer (UDO) shall serve as a technical advisor to the Director and the committee. The UDO shall be the planning manager and a portion of the expense of the UDO's services will be borne by development fees paid to the Town for development of land within the Lakefront District.

(3) The Director shall coordinate with the UDO and committee, and have staff administrative jurisdiction over any processes authorized under the Lakefront Code. The Director of development services, the UDO and the committee shall be expeditious in their review and advance the permitting process by undertaking any action consistent with this code, state law, and the Town Charter to facilitate the permitting process.

(c) *Regulating plan.*

(1) Approval of a regulating plan is required prior to approval of a site plan for any portion of a multi-phased project site area.

(2) The regulating plan provides the framework for development and serves as a conceptual layout of a project area. It shall include such things as:

a. Street and access lanes within the project area and connections to adjacent nonsingle-family zoned properties;

b. The location of general land use sites and for identification of retail at-grade;

c. Public open space and plazas; and

d. Hike and bike corridors and trails.

(3) An application for a regulating plan shall be processed in accordance with the Town's procedures for determining whether an application is complete. Following a determination of completeness, and unless the application is accompanied by a request for a major waiver, the Director, or his designee, shall approve, approve with conditions or deny the application for a regulating plan and shall notify the

applicant of his decision. In his deliberations, the Director may consider a recommendation from the UDO.

(4) Denial or conditional approval of a regulating plan by the Director may be initially appealed to the Planning and Zoning Commission and, following the recommendation of the commission, to the Town Council. The appeal shall be filed within 30 days of the date of the Director's action on the application for approval of a regulating plan.

(5) If the application includes a request for a major waiver, the Director shall request a recommendation from the UDO and if appropriate the CRC, and schedule the application for hearing before the Planning and Zoning Commission with his recommendation on the application. The Planning and Zoning Commission, following a public hearing, shall forward its recommendation to the Town Council for hearing on the application and waiver request. The Town Council, following a public hearing, shall approve, approve with conditions or deny the application for a regulating plan and the major waiver request. The notice and hearing procedures for approval of a specific use permit shall be used to process the regulating plan and major waiver application.

(6) The Director in making an initial decision on a regulating plan application, the Planning and Zoning Commission in making recommendations to the Town Council, or the Town Council in deciding the application for regulating plan approval, shall determine whether the plan is consistent with the comprehensive plan and meets the goals and intent of the Lakefront Code.

(d) *Site plan.*

(1) Prior to obtaining a building permit, a site plan must be approved by the Director or Town Council, demonstrating that the proposal meets the goals, intent and general standards contained in this Code.

(2) A site plan application must include the following information and documents that demonstrate compliance with the Lakefront Code:

a. Detailed site plan showing proposed streets, buildings, parking areas, and landscaped areas;

b. Proposed uses;

c. Building elevations and sections, along with a line of sight study referencing how the development will impact the views of the lake from off site;

d. Proposed parking calculations;

e. Any waivers being requested;

(3) An application for a site plan shall be processed in accordance with the Town's procedures for determining whether an application is complete. Following a determination of completeness, and unless the application is accompanied by a request for a major waiver, the Director, or his designee, shall approve, approve with conditions or deny the application for a site plan and shall notify the applicant of his decision. In his deliberations, the Director may consider a recommendation by the UDO.

(4) Denial or conditional approval of a site plan by the Director may be initially appealed to the Planning and Zoning Commission and, following the recommendation of the commission, to the Town Council. The appeal shall be filed within 30 days of the date of the manager's action on the application for approval of a site plan.

(5) If the application includes a request for a major waiver, the Director shall request a recommendation from the UDO and if appropriate the CRC, and schedule the application for hearing before the Planning and Zoning Commission with his recommendation on the application. the Planning and Zoning Commission, following a public hearing, shall forward its recommendation to the Town Council for hearing on the application and waiver request. The Town Council, following a public hearing, shall

approve, approve with conditions or deny the application for a site plan and the major waiver request. The notice and hearing procedures for approval of a specific use permit shall be used to process the site plan and major waiver application.

(6) The Director in making an initial decision on a site plan application, the Planning and Zoning Commission in making recommendations to the Town Council, or the Town Council in deciding the application for site plan approval, shall determine whether the plan is consistent with the regulating plan for the property (if there is one), and meets the goals, intent and standards of the Lakefront Code.

(e) *Waivers of design standards.*

(1) For the purposes of this District, there shall be two types of waivers of design standards - minor and major. Requests for waivers shall not be subject to review or decision by the board of adjustment. A waiver request may only be made in conjunction with an application for a regulating plan, a site plan or subsequent to approval of a site plan.

(2) Minor waivers are those changes to design standards in the Lakefront Code that are determined to meet the goals and intent of this Code as stated in Division 1 and throughout this Code. Minor waivers may be approved administratively by the Director or his designee. At the discretion of the Director, an application shall require a recommendation from the committee.

(3) Major waivers are major changes to the design standards in the Lakefront Code or which may appear to be in conflict with the goals and intent of this Code. Major waivers may only be approved by the Town Council, following a recommendation by the UDO and the Planning and Zoning Commission, in conjunction with a decision on an application for approval of a regulating plan or site plan. In order to approve a major waiver, the Town Council must find that the waiver:

a. Meets the general intent of this District, and

b. Is consistent with the overall plan and vision for the District, and

c. Will result in an improved project which will be an attractive contribution to the Lakefront District.

(4) The Town may impose conditions on granting any waiver in order to implement the regulating plan for the property or to mitigate negative impacts to neighboring properties or public streets or open space.

(f) *Amendments to the regulating plan.*

(1) Amendments to an approved regulating plan or site plan may be accomplished in the same manner as approval of the original approval, and may be accompanied by a request for major or minor waivers.

(2) An amendment to an approved regulating plan or site plan must be made prior to the time for lapse of approval provided in subsection (g) below. In the event an amended plan is approved, the approving authority amending the plan shall specify the time for lapse of such approval, consistent with subsection (g).

(g) *Lapse of approval.* If a building permit has not been obtained within two years following approval of a regulating plan or site plan, such plan shall lapse unless the property owner requests an extension prior to the expiration of the two-year period. The request for extension shall be considered by the original approving authority in the same manner as for approval of the existing plan. The authority may grant an extension of the time for expiration of the plan for a period not to exceed two years from the date of expiration of the original application.

Every request for extension shall include a statement of the reasons why the expiration date should be extended. The approving authority may grant a request for extension upon demonstration that circumstances beyond the control of the applicant have resulted in the applicant's inability to perform the tasks necessary to prevent the plan from expiring before the lapse date.

(h) *Graphics incorporated into Code.* Any and all graphics from the approved form based codes document not supported by textual technological limitations are hereby codified as supporting material by reference.

(Ord. No. 1407, § 2, 8-15-2017; Ord. No. 1651 , § 2, 12-7-2021)

Sec. 106.04.02 Lakefront District.

DIVISION 1. PURPOSE, GOALS AND INTENT

(a) *Purpose.*

The purpose of the Lakefront District is to implement the adopted recommendations of the comprehensive plan by establishing a pedestrian-oriented lakefront which will serve as the civic and cultural heart of the ~~town~~Town for generations.

(b) *Goals.* The goals of this Code are:

(1) To build on the ~~town~~Town's targeted "lakeside community character," with built form and materials that are reminiscent of lakefront communities.

(2) Make the sustainable through:

a. Providing for integrated mixed use;

b. Embodying LEED-ND (Leadership in Energy and Environmental Design Neighborhood Development) principles; and

c. Assuring pedestrian and bicycle friendliness;

(3) To provide development and land use flexibility within the framework of a form-based development code;

(4) To provide a mix of residential, retail and office uses in a pedestrian and bicycle-friendly environment; and

(5) To encourage high quality development through providing a balance of development standards and expeditious administrative approvals for projects which meet the intent of this Code.

(c) *Intent.* The intent of this Code is:

(1) To provide a comfortable and attractive environment for pedestrians, which include such things as buildings framing public space, interesting street walls, street trees, lighting and street furniture;

(2) To construct buildings close to the sidewalk and street;

(3) To construct continuous building frontage along block faces except where it is desirable to provide for pedestrian and auto pass-through to parking at mid block;

(4) To provide shared parking that will benefit the entire ~~district~~District;

(5) To encourage the use of public parks and plazas as a focus for mixed use developments;

(6) To design and build flexible buildings that can accommodate a range of uses over time;

(7) To design streets, access lanes and buildings that will provide a high level of connectivity between parcels and projects for pedestrians, bicycles and autos; and

(8) To create a safe multi-modal mixed use environment.

(Ord. No. 1407, § 2, 8-15-2017)

DIVISION 2. DEFINITIONS

The following definitions shall apply within the Lakefront Code.

Access lane. Any on-site drive or lane intended to accommodate autos or pedestrians.

Art Installation. A large-scale, mixed-media construction, often designed for a specific place, includes three-dimensional works designed to transform the perception of space, sculptures, murals, or other forms of creative visual art produced primarily or solely for its imaginative, aesthetic, or intellectual content reflective of the Lakefront District vision; may also contain reference to a business or its logo; is not used for sole purposes of advertising; is not used to promote political or religious views, or social causes.

Charleston house. This is a house that is built close to the front sidewalk but also has one building edge adjacent to a shared property line, thereby creating a useable side yard. (See table 1 Building Disposition) A double Charleston house is two single-family Charleston houses which share a common wall (and property line).

Review committee. A committee constituted by the ~~town~~Town to advise the ~~director~~Director on major development waivers. (See section 106.04.02, "Lakefront District - ~~division~~Division 9(b) review process")

Building facade, primary. Any facade that faces a public street or open space.

District. The entire area covered by the lakefront code.

Entry, primary. The main entry to a building on a block face. There must be at least one main building entry for each ground floor use, tenant or lobby on each block face which contains the use or tenant.

Flats. Urban apartments located in a pedestrian friendly mixed use development, and usually positioned above the ground floor.

Landmark buildings. Buildings which are located on axis with a terminating street or at the intersection of streets. Such buildings shall incorporate architectural features which address height and articulation that emphasize the importance of such a location.

Live-work. A fee-simple dwelling unit that contains, to a limited extent, a separate commercial component on the ground floor. It is in the form similar to a townhouse or store with residential quarters above or behind the commercial use.

Loft. A flexible residential space which may be partially used for an artist or design studio, and which is characterized by higher than normal ceilings, open floor plans and often, exposed duct work.

Loft, mixed use. A mixed use building that includes a majority of residential use such as lofts, apartments, condominiums and offices, but contains nonresidential use in a portion of the ground floor.

Major thoroughfare. This refers to the ultimate configuration of Eldorado Parkway.

Parking, shared. Parking which is shared by tenants, visitors and the general public. Hours of availability and use may be further defined in cooperation with the ~~town~~Town.

Patio house. This refers to a home which occupies the boundary of the lot while defining one or more private patios. (See Table 1 Building Disposition)

Regulating plan. A plan that governs the development of a multi-phased project area as defined in. (See section 106.04.02, "Lakefront District - ~~division~~Division 9(c) regulating plan")

Retail use. For the purposes of the Lakefront Code, retail use is defined as a business having as its primary function, the supply of merchandise or wares to the end consumer. Such sales constitute the "primary function of the business when sales equal at least 80 percent of the gross sales of the business.

Stacked flat. A condominium, apartment or loft which is part of a building of similar units. Flats located on the ground floor must still meet the requirements for direct front door access to a stoop and a public sidewalk.

Stoop. A structure that is located approximately at the level of the first floor of the structure and intended to provide access to a residential unit.

Story. That portion of a building, other than a basement, included between the surface of any floor and the surface of the floor next above it, or if there is no floor above it, then the space between the floor and the ceiling

above the floor of such story. This includes any mezzanine or loft which may comprise only a portion of a full floor plate. A standard story may range from 10 feet to 16 feet depending on the use.

Streetscape. The urban element that establishes the major part of the public realm. The streetscape is composed of thoroughfares (travel lanes for vehicles and bicycles, parking lanes for cars, and sidewalks or paths for pedestrians) as well as the visible private frontages (building facades and elevations, porches, yards, fences, awnings, etc.), and the amenities of the public frontages (street trees and plantings, benches, streetlights, etc.).

Lakefront engineering and landscape standards. Any approved ~~town~~Town standards which govern such items as street, streetscape, drainage, signage and other public improvements in the Lakefront District.

Town ~~manager~~Manager. The ~~town~~Town ~~manager~~Manager of the Town of Little Elm or his designee.

Townhouse. An attached dwelling unit located on a platted lot which shares at least one common wall with another such unit. Townhouses are grouped together in clusters of three to six units.

Urban design officer (UDO). The planning manager shall serve as the urban design officer for the Lakefront District.

Waiver to design standards, major (major waiver). A significant change to the standards of this Code, as identified in the ~~district~~District regulations and requiring P~~p~~lanning and Z~~z~~oning C~~c~~ommission and ~~town council~~Town Council approval. (See section 106.04.02, "lakefront ~~district~~District ~~division~~Division 3(g) and 9(e) regarding waivers of design standards")

Waiver to design standards, minor (minor waiver). A minor change to the standards of this Code that is not contrary to the stated goals and intent of the ~~district~~District. (See section 106.04.02, "lakefront ~~district~~District ~~division~~Division 3(g) and 9(e) regarding waivers of design standards")

(Ord. No. 1407, § 2, 8-15-2017; Ord. No. 1651 , § 2, 12-7-2021)

DIVISION 3. GENERAL DISTRICT STANDARDS

(a) *Building and land use.*

Intent. It is intended that allowed uses will encourage pedestrian-oriented mixed use projects that are well integrated with retail and residential activities.

(1) Retail, personal service, residential and office uses shall be allowed throughout the ~~district~~District in accordance with the list of authorized uses set forth in appendix 1 Lakefront Land Use. Uses which are not specifically authorized require a major waiver.

(2) Where "required retail at-grade construction" is designated on the conceptual framework plan, the ground floor adjacent to the street should be constructed to retail building standards for a depth of at least 50 feet, however a smaller depth may be allowed if the retail is serving as a "liner" use which is masking a parking garage, by minor waiver.

(3) All changes to access drives require a minor waiver.

(b) *Block face.*

Intent. It is intended that building walls should be continuous along block faces to create a strong edge to the street and contribute to creating an attractive and active pedestrian environment, with allowance for some limited variation and opportunities for outside dining, pocket parks and special building entry features. Buildings should also be constructed close to the street to provide a sense of enclosure.

It is also intended that blocks be as short as practical to both support pedestrian access/walkability and to facilitate the process of renewal and regeneration of buildings and frontages over the long term.

(1) Continuous building frontage will be considered to be met if 80 percent or more of the primary building facade is located within 15 feet of the right-of-way or build-to line designated on an approved plan. This shall apply to each phase of development unless otherwise approved. However, administrative approval of a minor waiver will permit down to 70 percent, provided that the reduction results in an attractive outdoor dining area, building entry feature or other amenity which contributes to the streetscape. A greater reduction shall require approval of a major waiver.

(2) Facades shall generally be built parallel to the street frontage, except at street intersections, where a facade containing a primary building entrance may be curved or angled toward an intersection.

(3) Build-to lines.

a. Build-to lines shall be measured from the planned street right-of-way or public easement, as established on the approved regulating plan and the standards in this chapter. The entire area between the back-of-curb and the primary building facade shall be dedicated as public right-of-way or have a public access easement placed upon it.

b. Exterior steps, stoops, chimneys, and bay windows may encroach beyond the build-to line by two feet, but not into a public right-of-way. Balconies ten feet or more above the sidewalk may encroach up to six feet including a public right-of-way or access lane.

c. Awnings may encroach above the public sidewalk without limit, but may not extend into a vehicular roadway or accessway.

(c) *Streets; intent.* It is the intent that public and private streets and accessways provide a framework that will facilitate the movement of pedestrians and autos in an attractive environment, and provide for incremental long term revitalization and redevelopment of parcels to meet changing market sector needs. All streets and blocks in the Lakefront Code shall conform to the provisions of this section.

1. *Street standards.* Standards for streets within the ~~district~~District shall be approved as part of a regulating plan and shall be in generally conformity with appendix 2 thoroughfare assemblies.

2. *Street pattern.* The pattern of all streets in the project area shall be based upon a small scale grid system of interconnecting streets, and shall connect to adjoining nonsingle-family properties.

(d) *Streetscape and landscape; intent.* It is the intent to both encourage and require streetscape and landscaping that reinforces the lakefront character of Little Elm as envisioned in the Comprehensive Plan. It is also the intent to create comfortable pedestrian environments and lower summer ambient temperature by shading sidewalks, parking areas and drive lanes.

1. Streetscape standards. Shade trees are required along all public street rights-of-way, either within the ROW or immediately adjacent at an average of 20 feet on center.

   Where buildings are not adjacent to the sidewalk, a second row of trees shall be provided in place of a building wall unless adjacent to a plaza or pocket park or approved by minor waiver as a temporary condition.

2. Site landscaping shall include drought tolerant grasses and shrubs as listed in the ~~town~~Town's list of approved plant materials.

3. Residential ground floor frontages shall be required to landscape a minimum of five feet between the edge of sidewalk and the primary building facade, excluding access to sidewalks, stairs, stoops, porches and patios. This area may be landscaped with ground cover, low shrubs, ornamental trees and street trees. In addition, street tree wells may also be landscaped. Landscaping for tree wells is limited to ground cover and low shrubs.

(e) *Transition from single-family zoning.* On any property in the Lakefront District which shares a lot line with a single-family zoned property:

(1) The setback shall be a minimum of 20 feet from the property line, and

~~(2) Maximum building height within 50 feet shall be 35 feet. Beyond 50 feet, the height shall increase at a rate of one foot for each foot the building is set back, to the maximum allowed number of stories.~~

(f) *Waivers of design standards.* The following waivers are authorized within the Code, subject to the procedures in ~~division~~Division 9E and as otherwise specified in this Code.

Minor waivers include:

- Requirement to line a parking garage with buildings
- Requirement for continuous building frontage
- Establishment of build-to line
- Encroachment into the build-to line
- Residential landscape requirement
- Design of buildings without tri-partite architecture
- Required frequency of building entries along a street edge
- Window detailing
- Exterior building and roof materials
- Exterior building color
- Retail at-grade design standards
- Landscape standards
- Location of bicycle parking
- Minor revisions to thoroughfare assemblies
- ~~Permitted Signs~~

Major waivers include:

- Required retail construction
- Building height
- Exceeding the maximum leasable retail area
- Residential at-grade design standards
- Parking requirements
- Parking garage design standards

(Ord. No. 1407, § 2, 8-15-2017; Ord. No. 1651 , § 2, 12-7-2021)

DIVISION 4. BUILDINGS

(a) *Intent.* The intent of this section is to create an attractive and active Lakefront Town style ~~district~~District; and the size, disposition, function and design of buildings play an important role in achieving that goal. This includes encouraging the appropriate use of:

- Landmark "lighthouse" elements
- Cementitious fiberboard siding in the form of planks or board and batten

- Metal or tile - (clay or cement) roofing material

It is also intended that commercial spaces are designed and constructed in a manner that allows flexibility to accommodate a range of uses over time in order to avoid the need to demolish and rebuild for successive uses. Buildings should directly contribute to the attractiveness, safety and function of the street and public areas. Buildings that accommodate retail at-grade should feature the retail activity over the building's architecture. Buildings should be constructed in a manner, and with materials, that are highly durable and will continue to endure and be attractive over a long time, especially adjacent to public and pedestrian areas.

It is intended by this section, to encourage a variety of building and design solutions in response to the standards and regulations outlined herein.

(b) *General building configuration.*

(1) *General building disposition*.

a. Buildings shall be disposed in relation to the boundaries of their lots according to Table 1 Building Disposition.

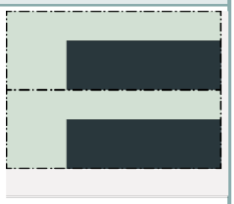
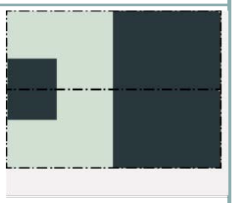
b. One principal building at the frontage and one outbuilding to the rear may be built on each lot. A back-building may be built between the principal building and the outbuilding on the side-frontage of corner lots as shown in Table 2 Building Location.

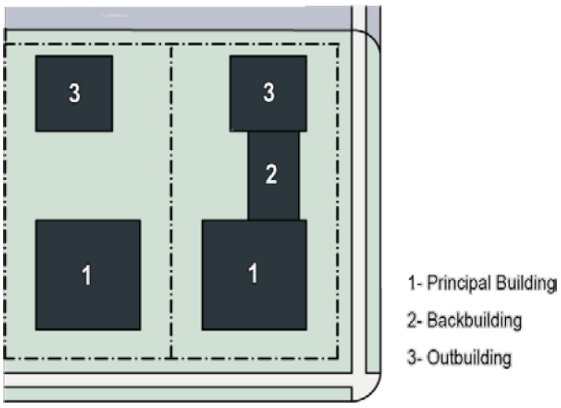
c. Facades shall be built generally parallel or tangent to the principal frontage line. For lots having two frontages, the one along the more urban frontage of the two shall be the principal frontage unless otherwise determined by minor waiver.

d. Single-Family outbuilding rear setbacks shall be a minimum of eight feet from the alley right-of-way to the garage door if there is one, or three feet to the building wall if not. Townhomes with rear patios and a detached garage may have a minimum setback of three feet. In the absence of a rear alley or lane, the rear setback shall be a minimum of three feet.

e. Loading docks and service areas shall be permitted on frontages only when absolutely necessary, by minor waiver.

Building disposition. This table approximates the location of the structure relative to the boundaries of each individual lot, establishing suitable basic building types for each transect zone.

ARTICLE IV, TABLE B LAKEFRONT BUILDING DISPOSITION	
A. Side yard: Specific Types - Charleston House, Charleston Double House. A building that occupies one side of the Lot with the Setback to the other side. A shallow Frontage Setback defines a more urban condition. If the adjacent building is similar with a blank side wall, the yard can be quite private. This type permits systematic climatic orientation in response to the sun or the breeze. If a Side yard House abuts a neighboring Side yard House, the type is known as a twin or Charleston Double House. Energy costs, and sometimes noise, are reduced by sharing a party wall in this Disposition.	
B. Rear yard: Specific Types - Townhouse, Live-Work unit, loft building, Stacked Flats, Mixed Use Block, Flex Building. A building that occupies the full Frontage, leaving the rear of the Lot as the sole yard. This is a very urban type as the continuous Façade steadily defines the public Thoroughfare. The rear Elevations may be articulated for functional purposes. In its Residential form, this type is the Rowhouse. For its Commercial form, the rear yard can accommodate substantial parking. Garages may be attached or detached.	
C. Courtyard: Specific Types - Patio House. A building that occupies the boundaries of its Lot while internally defining one or more private patios. This is one of the most urban of types, as it is able to shield the private realm from all sides while strongly defining the public Thoroughfare. Because of its ability to accommodate incompatible activities, masking them from all sides, it is recommended for workshops, Lodging and schools. The high security provided by the continuous enclosure is useful for crime-prone areas.	
D. Urban: Specific Types - Stacked Flats, mixed use lofts, office, and retail. A building which occupies the entire site. This is the most urban type, and is common in downtowns. It can accommodate a wide range of functions.	



(c) *Building standards.*

(1) *Building form.*

a. Buildings shall not exceed three stories, or 45 feet, in height; additional height along Eldorado Parkway may be allowed at specific locations by major waiver.

b. All buildings shall be designed and constructed in tri-partite architecture so that they have a distinct base, middle and top.

c. Buildings which are located on axis with a terminating street or access lane or at the intersection of streets and/or access lanes shall be considered a landmark building. Such buildings shall be designed with landmark features which take advantage of that location, such as an accentuated entry and a unique building articulation which is off-set from the front wall planes and goes above the main building eave or parapet line.

(2) *Architectural features.* Where clearly visible from a public street, open space or access lane:

a. *Roofs.* For buildings with hip, gable or mansard roofs (unless otherwise allowed by minor waiver):

1. Allowed materials include standing seam, clay or concrete tile (barrel or Roman shape)

2. Skylights and roof vents shall not be visible.

b. Windows, except for retail at-grade, shall be vertical in proportion and have at least a three-inch reveal. Vertically proportioned windows which are joined together by a mullion shall be considered as meeting this standard.

c. Each building and separate lease space at-grade along the street edge shall have a functioning primary entry from the sidewalk. Such entries must be inset from the front building plane by at least three feet. Functioning entries must be located no greater than 60 feet apart. Corner entries may count as a primary entry for both intersecting street frontages.

(3) *Exterior facade materials.* The following shall apply to all exterior walls of buildings and parking structures which are clearly visible from a public street, walkway or open space:

a. *Allowed exterior materials.* Allowed exterior surface materials are categorized into three groups:

1. Group A. Brick and stone.

2. Group B. Stucco, architectural concrete block with integrated color, factory primed cementitious fiberboard (in the form of lap siding or board and batten). Cementitious fiberboard is limited to 20 percent of any facade.

3. Group C. Accent; Metal, EIFS, wood and tile.

b. *Prohibited exterior materials.* Prohibited exterior surface materials include cinderblock and aggregate finished surfaces.

c. *Primary facades.* The following shall apply to all exterior walls of buildings which are clearly visible from a public street, open space, or active storefront:

Primary facades, excluding windows, doors, and other openings, shall be constructed of at least 80 percent group A materials and up to 20 percent group B materials. However, accent materials from group C may be allowed in limited application for architectural features.

d. *Secondary facades.* The following shall apply to all exterior walls of buildings (15,000 square feet or larger) which are not clearly visible from a public street, open space or active storefront:

1. Walls, excluding windows, doors, and other openings, shall be constructed of a minimum of 20 percent group A materials and up to 80 percent group B materials. However, the color of the walls shall match the primary facades.

2. Wrapping the primary facade treatment. Secondary facades which are adjacent to the primary facade shall contain the primary facade treatment for at least ten percent of its area. This may occur as a simple continuation of the primary facade treatment, or elements such as cornices, bases and vertical elements. In all cases, however, wall surface materials shall wrap the corner.

3. Walls which are constructed on a property line as one of a series of in-line buildings where the wall will become part of a common wall shall be subject to minor waiver approval and may include a greater distance of "wrapping" and more lenient use of other materials such as cinder block.

e. *Two materials.* At least two materials shall be used on all exterior facades.

f. Windows and glazing shall be limited to a minimum of 30 percent and maximum of 70 percent of each building elevation (see 6.b below for special requirements for retail at-grade).

g. A variation of up to 15 percent of the standard above, and the material type may be approved by administrative approval of a minor waiver, provided that it is demonstrated that:

1. The requested material use will result in achieving the ~~town~~Town's architectural goals, and

2. The change will result in an improved architectural design without degrading the quality of public areas or increasing the need for maintenance.

(4) *Color.*

a. The dominant color of all buildings (including any above-grade parking structures) shall be muted shades of color. ~~Black and stark white shall not be used except as an accent color.~~ There are no restrictions on accent colors which comprise less than one percent of the building face, except that florescent colors are prohibited.

b. Roof colors shall be a muted shade of cool gray, warm gray, brown or red.

(5) *Residential at-grade.*

a. All buildings which have residential unit floor plates within six feet of grade shall include a primary front door entrance into the unit which may be accessed from the sidewalk. Any change to this standard shall be considered a major waiver.

b. The entry shall be located a minimum of two feet above the sidewalk elevation and include a minimum 24 square foot stoop. If pre-empted by topographic conditions, the entry may be lowered in elevation, subject to approval of the ~~director~~Director. However, up to 50 percent of units may be ADA accessible from the sidewalk provided there is a maximum four-foot largely transparent metal fence separating the private area from the public sidewalk area. Any change to this standard shall be considered a major waiver.

c. Units must also include windows which provide residents a view of the street or public access easement and sidewalk area. Any change to this standard shall be considered a minor waiver if pre-empted by topographic conditions.

d. Lobbies to upper stories may be located at-grade level.

e. Balcony and patio railings and fences shall be largely transparent and constructed of glass, wrought iron or metal. Masonry columns may be used on patios provided that they are used as accents. Wood fences and railings and chain-link fencing are prohibited.

f. Townhouses shall meet the ~~town~~Town standards for that unit type.

(6) *Nonresidential at-grade.*

a. The ground floor entry must be located at the approximate elevation of the adjacent sidewalk.

b. Retail uses adjacent to the sidewalk at-grade shall:

1. Be constructed to meet fire code separation from any other uses constructed above;

2. Have a minimum clear height of 16 feet between finished floor and the bottom of the structure above. Mezzanines within the retail space shall be allowed per building code;

3. Have an awning or canopy which extends at least six feet over the sidewalk for at least 75 percent of the frontage on any portion of the primary facade. Such awning or canopy shall maintain a minimum seven and one-half foot clearance over the sidewalk; and

4. Have highly transparent glass windows for at least 60 percent, but no greater than 80 percent, of the ground floor facade.

(Ord. No. 1407, § 2, 8-15-2017; Ord. No. 1651 , § 2, 12-7-2021)

DIVISION 5. PARKING AND ACCESSIBILITY

(a) *Vehicle parking.*

(1) *Intent.* The following is the intent of the town's parking policies and this Code:

a. Support the creation of shared parking in order to enable visitors to park once at a convenient location and to access a variety of commercial enterprises in a pedestrian and bicycle-friendly environment.

b. Manage parking so that it is convenient and efficient, and supports an active and vibrant mixed use environment.

c. Ensure ease of access to parking.

d. Provide flexibility for changes in land uses which have different parking requirements within the ~~district~~District.

e. Provide flexibility for the redevelopment of small sites.

f. Avoid diffused, inefficient single-purpose reserved parking.

g. Avoid adverse parking impacts on residential neighborhoods.

h. Ensure that any parking structures do not dominate the public environment, by lining the edge of structures with residential or commercial uses where visible from public roads and open space.

(2) *Parking requirements.* Off-street facilities shall be provided in accordance with this subsection.

a. Off-street parking spaces for the applicable use classification shall meet the following minimum number of spaces in Table 3 Parking Calculations.

b. *Parking location.* All off-street surface parking shall be located at least 15 feet behind the front facade which faces on a street or public open space, and shall be accessed by alley or short driveway between buildings. Any change to this standard shall be considered a minor waiver.

c. *At-grade parking.* All at-grade parking lots fronting roadways shall be screened from view as outlined in ~~division~~Division 3(e) streetscape and landscape and ~~division~~Division 8 landscape of this Code. Landscaping of the internal surface parking area shall not be required unless it is planned to serve as long term parking. In which case, such long term surface parking areas shall

meet the requirements of ~~division~~Division 7(e) parking lot landscape. For the purpose of this section, long term parking shall be determined by the ~~director~~Director, and may include parking which has a likelihood of being in place for a period of seven years or more.

d. *Parking calculations.* The shared parking factor for two functions, when divided into the sum of the two amounts as listed on the required parking table below, produces the effective parking needed for each site involved in sharing. Conversely, if the sharing factor is used as a multiplier, it indicates the amount of building allowed on each site given the parking available.

ARTICLE IV, TABLE C	
LAKEFRONT PARKING CALCULATIONS	
Land Use	*Minimum Parking Requirements*
Residential	1 space per bedroom, up to 2 spaces per dwelling
Lodging (hotel, inn)	1 space per bedroom
Office, Retail, Restaurant	1 space per every 400 square feet
Civic and Other uses	To be determined by minor waiver

ARTICLE IV, TABLE D				
LAKEFRONT SHARED PARKING FACTOR				
	Residential	Lodging	Office	Retail
Residential	1	1.1	1.4	1.2
Lodging (hotel, inn)	1.1	1	1.7	1.3
Office	1.4	1.7	1	1.2
Retail	1.2	1.3	1.2	1

* Parking requirements are based on at least 90 percent non-reserved stalls; otherwise, the requirement shall be 1/300 square feet for office, retail or restaurant use.

Note 1. Open space and civic space do not require parking.

Note 2. Active recreation or sports facilities parking requirements shall be determined by minor waiver.

Note 3. On-street parking shall not count toward meeting residential parking requirements.

e. *Parking garages—Where approved.*

1. Parking garages which are adjacent to a street shall be set back a minimum of 50 feet and lined with buildings containing any permitted use but parking.

2. Off-street below grade parking is permitted to the lot lines, but must be designed to allow planting of landscape as defined in ~~division~~Division 7 landscape. No below grade parking beneath a building shall be visible from the sidewalk.

f. *Shared parking.*

1. Uses may join in establishing shared parking areas if it can be demonstrated that the parking for two or more specific uses occurs at alternating time periods, or where shared

parking is massed and configured in a way that increases its efficient use. Required parking shall be determined by a parking analysis study approved by the ~~director~~Director.

2. Shared parking shall be clearly designated with signs and markings.

(b) *Bicycle parking.*

(1) *Goals.* Bicycle parking is required in order to encourage the use of bicycles by providing safe and convenient places to park bicycles.

(2) *Required bicycle parking.* Bicycle parking shall be provided based on at least one space for every ten automobile parking spaces required as part of the base parking requirement in subsection (a)(2) above.

(3) *Bicycle parking standards.*

a. *Location.*

1. Required bicycle parking must be located within 50 feet of an entrance to the building. With approval of a minor waiver, bicycle parking may be located in the public right-of-way.

2. Bicycle parking may be provided within a building, but the location must be easily accessible to bicycles.

3. Any bicycle parking in the public right-of-way should be located within the band created by street trees and pedestrian street lights, however, it must be placed in a manner that avoids conflicts with pedestrian and vehicular paths.

b. *Signs.* If bicycle parking is not visible from the street, then a sign must be posted indicating the location of the bicycle parking facilities.

(4) *Standards for bicycle rack types and dimensions.*

a. *Rack type.* Bicycle rack types and standards shall be approved by the ~~town~~Town.

b. *Parking space dimensions.*

1. Bicycle parking spaces must be at least six feet long and two feet wide, and in covered situations, the overhead clearance must be at least seven feet.

2. An aisle for bicycle maneuvering must be provided and maintained beside or between each row of bicycle parking. This aisle must be at least five feet wide.

3. Each required bicycle parking space must be accessible without moving another bicycle.

(c) *Accessibility throughout the ~~district~~District area.* All parcels within a project area shall be platted and laid out in a manner that ensures connectivity for pedestrian and automobile movement both within the project and to adjacent nonsingle-family zoned properties.

DIVISION 6. LIGHTING AND MECHANICAL

(a) *Intent.* It is the intent of this section to provide a level and consistency of lighting that supports pedestrian activity and promotes safety, and to reduce the visual impact of mechanical equipment on the public realm.

(b) *Standards.*

(1) Average lighting levels within project areas should be approximately:

a. Urban Residential three foot-candles (fc);

b. Urban Retail six fc;

c. Parking areas 1.5 fc;

d. Street intersections three fc;

e. Street centerline 1.7 fc.

(2) Lighting elements shall be incandescent, metal halide, halogen or LED in a white spectrum light. No HID or fluorescent lights (except fluorescent bulbs that screw into standard socket fixtures) may be used on the exterior of buildings.

(3) All lighting shall be focused downward or narrowly focused on its intended target such as signs, parking and pedestrian walkways. No lighting source from a commercial activity shall be visible by a residential unit.

(4) The entire ~~district~~District shall utilize the basic fixtures and furnishings in the public areas as are approved by the ~~town~~Town.

(5) Mechanical and electrical equipment, transformers, meters, garbage containers and loading areas shall meet ~~town~~Town standards.

(Ord. No. 1407, § 2, 8-15-2017)

DIVISION 7. LANDSCAPE

(a) *Intent.* Landscaping within the Lakefront Code shall comply with the provisions in this section, the ~~town~~Town's list of approved plant materials and with the standards contained in ~~article~~Article VI, part two, landscaping of the ~~town~~Town's ~~zoning ordinance~~Zoning Ordinance. Where conflicts exist between this ~~district~~District and the ~~zoning ordinance~~Zoning Ordinance, the requirements in this ~~district~~District shall be applied.

It is the intent of this section to:

(1) Support the Comprehensive Plan's goals for a Lakefront character;

(2) Provide the ~~town~~Town with a unique and identifiable streetscape corridor;

(3) Contribute to pedestrian safety and comfort;

(4) Reduce the amount of solar heat gain in paved and hard surface areas.

(b) *Street trees.*

(1) Street trees may be planted between the sidewalk and the curb. They may also be planted within three feet of a curb, sidewalk or other structure, provided that they are selected from the ~~town~~Town's urban tree list.

(2) All required street trees shall be:

a. At least ~~three~~four-inch caliper;

b. Single trunk;

c. Limbed-up to six feet.

(c) *Plant material.* Front yards shall be landscaped except at building entries, seating areas and adjacent to commercial uses, where the front yard may be paved. Plant materials shall consist of shade trees, ornamental trees, shrubs, evergreen ground covers, vines, and seasonal color in conformity with the ~~town~~Town's list of approve plant materials and ~~article~~Article VI of the ~~town~~Town's ~~zoning ordinance~~Zoning Ordinance. ~~Applicants are encouraged to use palm trees or other hardy desert-type plants to enhance the lakefront character.~~

(d) *Paving material.*

(1) Paving material in front yards and on sidewalks shall be warm toned, natural materials such as brick, stone and concrete.

(2) Asphalt and gravel as paving materials are prohibited.

(e) *Parking lot landscape.*

(1) Surface parking lots shall be screened to a minimum height of 30 inches from all adjacent public streets and open space. The screen must extend along all edges of the parking lot and must be in conformity with screening standards set out in ~~article~~Article VI, ~~division~~Division 2, landscaping of the ~~town~~Town's ~~zoning ordinance~~Zoning Ordinance. It may be accomplished through the use of masonry walls, ornamental metal, evergreen plant materials, or a combination thereof. Planting beds for screen planting shall be a minimum of four feet in width.

(2) Interior parking lot landscape shall also be consistent with ~~article~~Article VI, ~~division~~Division 2, landscaping of the ~~town~~Town's ~~zoning ordinance~~Zoning Ordinance. However, parking lots shall not exceed eight spaces in a row without being interrupted by a landscaped island (nine-foot minimum). Islands shall be planted with a minimum of one shade tree for every eight vehicle spaces.

(3) No landscaping shall be required for the interior of structured parking facilities.

(f) *Detention/retention ponds.* Detention/retention ponds shall be designed in a manner as to be an amenity to the development and shall not require fencing.

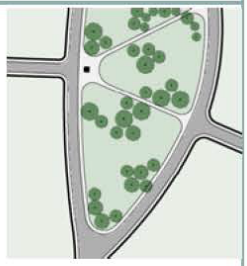
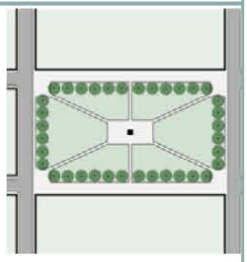
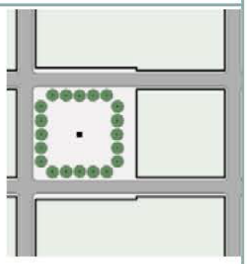
(g) *Open space and landscaping for residential mixed use projects.*

(1) In lieu of the ~~town~~Town's requirement for open space and trees for residential development, a green, square or plaza shall be provided and approved as part of the regulating or site plan. (See Table 4 Open Space)

(h) *Other landscape requirements.*

(1) ~~The landscape point system shall not apply to projects within the Lakefront District.~~

(2) The requirement for a ten-foot landscape buffer between parcels shall not apply except where adjacent to single-family zoned property.

ARTICLE IV, TABLE E LAKEFRONT OPEN SPACE	
Green: An Open Space, available for unstructured recreation. A Green may be spatially defined by streets, landscaping and/or building frontages. Its landscape shall consist of lawn and trees.	
Square: An Open Space available for unstructured recreation and Civic purposes. A Square is spatially defined by building frontages or streets. Its landscape shall consist of paths, lawns and trees, formally disposed. Squares shall be located at the intersection of important Thoroughfares.	
Plaza: An Open Space available for Civic purposes and Commercial activities. A Plaza shall be spatially defined by building frontages. Its landscape shall consist primarily of pavement but include shade in the form of trees or structure. Plazas should be located at the intersection of important streets.	

DIVISION 8. SIGN STANDARDS

(a) *Intent.* The intent of this section is to establish architectural controls, limit clutter and regulate commercial and locational signage. It is also intended to help enliven retail and restaurant mixed use areas. These standards should not be interpreted to prevent a for-sale sign, a political sign, or a noncommercial sign that is an exercise of noncommercial freedom of speech. Commercial and locational signage within the ~~district~~District are limited, regulated and controlled as provided in this Code, and all other signage shall be subject to the requirements of such ~~town~~Town ordinances, rules and regulations that are in effect from time to time.

(b) *Signs, general standards.*

(1) *General standards.*

a. Signage may only be externally lit with full-spectrum source, unless otherwise approved.

b. One address number, no more than six inches vertically, shall be attached to the building in proximity to the principal entrance.

(c) *Prohibited signs.*

(1) The following signs shall not be allowed:

a. Off-premise signs;

b. Internally lit sign boxes;

c. Flashing or running light signs;

d. Pole signs;

(2) Signs shall not be mounted on roofs or project above roof line without approval of a minor waiver, and it is determined to make a positive contribution to the ~~district~~District as a whole.

(d) *Permitted signs.*

(1) *Wall signs.*

a. One wall sign per occupancy, per street frontage.

b. Maximum size is 30 square feet if located 12 feet or higher above grade; ten square feet if less than 12 feet above grade.

c. Minimum ten-foot distance between wall signs (excluding building identification sign or directory sign).

d. In addition, one wall-mounted sign, not exceeding six square feet in area, is permitted on any side or rear entrance open to the public. Such wall signs may only be lighted during the operating hours of business.

(2) *Projecting and hanging signs, including graphic or icon signs, mounted perpendicularly to the wall.*

a. A maximum of one per occupancy per building face.

b. A maximum area of six square feet per face; and a maximum of three feet in width.

c. Distance from the ground to the lower edge of the sign shall be seven and one-half feet or greater.

d. Minimum 15-foot distance between signs.

e. The height of the top edge of the signboard shall not exceed the height of the wall from which the sign projects, if attached to a single story building; or the height of the sill or bottom of any second story window, if attached to a multi-story building unless approved by minor waiver.

(3) *Window signs.*

a. The sign shall not exceed 30 percent of the window area.

b. Neon signs are allowed behind windows in commercial areas, but shall count toward the allowed window sign area.

(4) *Building identification signs.*

a. One per building face.

b. Must be 12 feet or higher above sidewalk level.

c. Maximum size 25 square feet.

d. Twenty-four-inch maximum height for letters or logos.

e. Applied letters shall be constructed of painted cast metal, bronze, brass, or anodized aluminum. Applied plastic letters are not permitted.

(5) *Awning signs (for ground floor uses only).*

a. One per occupancy per building face.

b. Minimum eight feet above sidewalk level for pedestrian clearance.

c. Ten square feet maximum sign area.

d. If acting as an auxiliary business sign, it shall be located on the valance only, and the height of the lettering shall not exceed four inches.

e. If acting as the main business sign, it shall not be in addition to a wall-mounted sign.

(6) *Monument signs.*

a. Monument signs shall only be allowed adjacent to the Eldorado right-of-way.

b. Architecturally compatible monument signs shall not exceed six feet in height or eight feet in length.

c. Vertically oriented monument signs may also be allowed by minor waiver where it is deemed that such signs will enliven the area.

(7) *Building directory signs.*

a. One per entrance.

b. The sign shall be located next to the entrance.

c. The sign shall project out from the wall to which it is attached no more than six inches.

d. The sign shall not extend above the parapet, eave or building facade.

e. Maximum size shall be eight square feet.

(8) *Restaurants and cafes.*

a. In addition to other signage, restaurants and cafes shall be permitted the following, limited to one of each type of sign per business:

b. A wall-mounted display featuring the actual menu as used at the dining table, to be contained within a shallow wood or metal case, and clearly visible through a glass front. The display case shall be attached to the building wall, next to the main entrance, at a height of approximately five feet, shall not exceed a total area of three square feet, and may be lighted.

c. An A-frame sidewalk sign displaying the name of the eatery, offerings and hours of operation.

d. Restaurant and retail areas may have a neon or special designed exterior sign, if approved by the CRC.

(9) *Art Installations.*

a. In addition to other signage, a property may be permitted an art installation with approval of a minor waiver.

b. Must meet the definition, as well as make a positive contribution to the visual environment and the District as a whole. Must reflect the intent of the design guidelines as referenced within Appendix A.

c. Requires professionally designed, digital, scaled plans, with an installation and maintenance agreement.

~~a.~~ May only be approved by the review committee.

(Ord. No. 1407, § 2, 8-15-2017)

DIVISION 9. LAKEFRONT PROCEDURES

(a) *Intent.* It is the intent of this section to off-set the high level of detailed standards in this Code with an expeditious approval of projects which meet its general goals and intent, and:

(1) To ensure adequate linkages and connections within and between project areas, and

(2) To ensure consistency and quality of design through use of professional review assistance.

(b) *Review process.*

(1) A review committee ("committee") shall be established to provide guidance of interpretation of the Lakefront Code and make recommendations on significant issues that may arise. It is not intended to meet and review every administrative or legislative application that comes forward within the ~~district~~District.

~~•~~ The committee shall be comprised of the following:

- Director of development services ("~~director~~Director")
- Director of economic development ("EDC rep")
- Planning manager (serving as "urban design officer" or "UDO")
- Town engineer ("engineer")
- A representative of the ~~town council~~Town Council ("~~council liaison~~Council Liaison")
- ~~•~~ A representative of the Planning and Zoning Commission ("P&Z Commission Liaison")

(2) The urban design officer (UDO) shall serve as a technical advisor to the ~~director~~Director and the committee. The UDO shall be the planning manager and a portion of the expense of the UDO's services will be borne by development fees paid to the ~~town~~Town for development of land within the Lakefront District.

(3) The ~~director~~Director shall coordinate with the UDO and committee, and have staff administrative jurisdiction over any processes authorized under the Lakefront Code. The ~~director~~Director of development services, the UDO and the committee shall be expeditious in their review and advance the permitting process by undertaking any action consistent with this code, state law, and the ~~town~~Town Charter to facilitate the permitting process.

(c) *Regulating plan.*

(1) Approval of a regulating plan is required prior to approval of a site plan for any portion of a multi-phased project site area.

(2) The regulating plan provides the framework for development and serves as a conceptual layout of a project area. It shall include such things as:

a. Street and access lanes within the project area and connections to adjacent nonsingle-family zoned properties;

b. The location of general land use sites and for identification of retail at-grade;

c. Public open space and plazas; and

d. Hike and bike corridors and trails.

(3) An application for a regulating plan shall be processed in accordance with the ~~town~~Town's procedures for determining whether an application is complete. Following a determination of completeness, and

unless the application is accompanied by a request for a major waiver, the ~~director~~Director, or his designee, shall approve, approve with conditions or deny the application for a regulating plan and shall notify the applicant of his decision. I~~i~~n his deliberations, the ~~director~~Director may consider a recommendation from the UDO.

(4) Denial or conditional approval of a regulating plan by the ~~director~~Director may be initially appealed to the ~~planning and zoning commission~~Planning and Zoning Commission and, following the recommendation of the commission, to the ~~town council~~Town Council. The appeal shall be filed within 30 days of the date of the ~~director~~Director's action on the application for approval of a regulating plan.

(5) If the application includes a request for a major waiver, the ~~director~~Director shall request a recommendation from the UDO and if appropriate the CRC, and schedule the application for hearing before the ~~planning and zoning commission~~Planning and Zoning Commission with his recommendation on the application. The ~~planning and zoning commission~~Planning and Zoning Commission, following a public hearing, shall forward its recommendation to the ~~town council~~Town Council for hearing on the application and waiver request. The ~~town council~~Town Council, following a public hearing, shall approve, approve with conditions or deny the application for a regulating plan and the major waiver request. The notice and hearing procedures for approval of a specific use permit shall be used to process the regulating plan and major waiver application.

(6) The ~~director~~Director in making an initial decision on a regulating plan application, the ~~planning and zoning commission~~Planning and Zoning Commission in making recommendations to the ~~town council~~Town Council, or the ~~town council~~Town Council in deciding the application for regulating plan approval, shall determine whether the plan is consistent with the comprehensive plan and meets the goals and intent of the Lakefront Code.

(d) *Site plan.*

(1) Prior to obtaining a building permit, a site plan must be approved by the ~~director~~Director or ~~town council~~Town Council, demonstrating that the proposal meets the goals, intent and general standards contained in this Code.

(2) A site plan application must include the following information and documents that demonstrate compliance with the Lakefront Code:

a. Detailed site plan showing proposed streets, buildings, parking areas, and landscaped areas;

b. Proposed uses;

c. Building elevations and sections, along with a line of sight study referencing how the development will impact the views of the lake from off site;

d. Proposed parking calculations;

e. Any waivers being requested;

(3) An application for a site plan shall be processed in accordance with the ~~town~~Town's procedures for determining whether an application is complete. Following a determination of completeness, and unless the application is accompanied by a request for a major waiver, the ~~director~~Director, or his designee, shall approve, approve with conditions or deny the application for a site plan and shall notify the applicant of his decision. In his deliberations, the ~~director~~Director may consider a recommendation by the UDO.

(4) Denial or conditional approval of a site plan by the ~~director~~Director may be initially appealed to the ~~planning and zoning commission~~Planning and Zoning Commission and, following the recommendation of the commission, to the ~~town council~~Town Council. The appeal shall be filed within 30 days of the date of the manager's action on the application for approval of a site plan.

(5) If the application includes a request for a major waiver, the ~~director~~Director shall request a recommendation from the UDO and if appropriate the CRC, and schedule the application for hearing before the ~~planning and zoning commission~~Planning and Zoning Commission with his recommendation on the application. the ~~planning and zoning commission~~Planning and Zoning Commission, following a public hearing, shall forward its recommendation to the ~~town council~~Town Council for hearing on the application and waiver request. The ~~town council~~Town Council, following a public hearing, shall approve, approve with conditions or deny the application for a site plan and the major waiver request. The notice and hearing procedures for approval of a specific use permit shall be used to process the site plan and major waiver application.

(6) The ~~director~~Director in making an initial decision on a site plan application, the ~~planning and zoning commission~~Planning and Zoning Commission in making recommendations to the ~~town council~~Town Council, or the ~~town council~~Town Council in deciding the application for site plan approval, shall determine whether the plan is consistent with the regulating plan for the property (if there is one), and meets the goals, intent and standards of the Lakefront Code.

(e) *Waivers of design standards.*

(1) For the purposes of this ~~district~~District, there shall be two types of waivers of design standards - minor and major. Requests for waivers shall not be subject to review or decision by the board of adjustment. A waiver request may only be made in conjunction with an application for a regulating plan, a site plan or subsequent to approval of a site plan.

(2) Minor waivers are those changes to design standards in the Lakefront Code that are determined to meet the goals and intent of this Code as stated in ~~division~~Division 1 and throughout this Code. Minor waivers may be approved administratively by the ~~director~~Director or his designee. At the discretion of the Director, an application shall require a recommendation from the committee.

(3) Major waivers are major changes to the design standards in the Lakefront Code or which may appear to be in conflict with the goals and intent of this Code. Major waivers may only be approved by the ~~town council~~Town Council, following a recommendation by the UDO and the ~~planning and zoning commission~~Planning and Zoning Commission, in conjunction with a decision on an application for approval of a regulating plan or site plan. In order to approve a major waiver, the ~~town council~~Town Council must find that the waiver:

a. Meets the general intent of this ~~district~~District, and

b. Is consistent with the overall plan and vision for the ~~district~~District, and

c. Will result in an improved project which will be an attractive contribution to the Lakefront District.

(4) The ~~town~~Town may impose conditions on granting any waiver in order to implement the regulating plan for the property or to mitigate negative impacts to neighboring properties or public streets or open space.

(f) *Amendments to the regulating plan.*

(1) Amendments to an approved regulating plan or site plan may be accomplished in the same manner as approval of the original approval, and may be accompanied by a request for major or minor waivers.

(2) An amendment to an approved regulating plan or site plan must be made prior to the time for lapse of approval provided in subsection (g) below. In the event an amended plan is approved, the approving authority amending the plan shall specify the time for lapse of such approval, consistent with subsection (g).

(g) *Lapse of approval.* If a building permit has not been obtained within two years following approval of a regulating plan or site plan, such plan shall lapse unless the property owner requests an extension prior to the expiration of the two-year period. The request for extension shall be considered by the original approving authority in the same manner as for approval of the existing plan. The authority may grant an extension of the time for expiration of the plan for a period not to exceed two years from the date of expiration of the original application.

Every request for extension shall include a statement of the reasons why the expiration date should be extended. The approving authority may grant a request for extension upon demonstration that circumstances beyond the control of the applicant have resulted in the applicant's inability to perform the tasks necessary to prevent the plan from expiring before the lapse date.

(h) *Graphics incorporated into Code.* Any and all graphics from the approved form based codes document not supported by textual technological limitations are hereby codified as supporting material by reference.

(Ord. No. 1407, § 2, 8-15-2017; Ord. No. 1651 , § 2, 12-7-2021)

APPENDIX A.

Lakefront District – Art Installations Design Guide

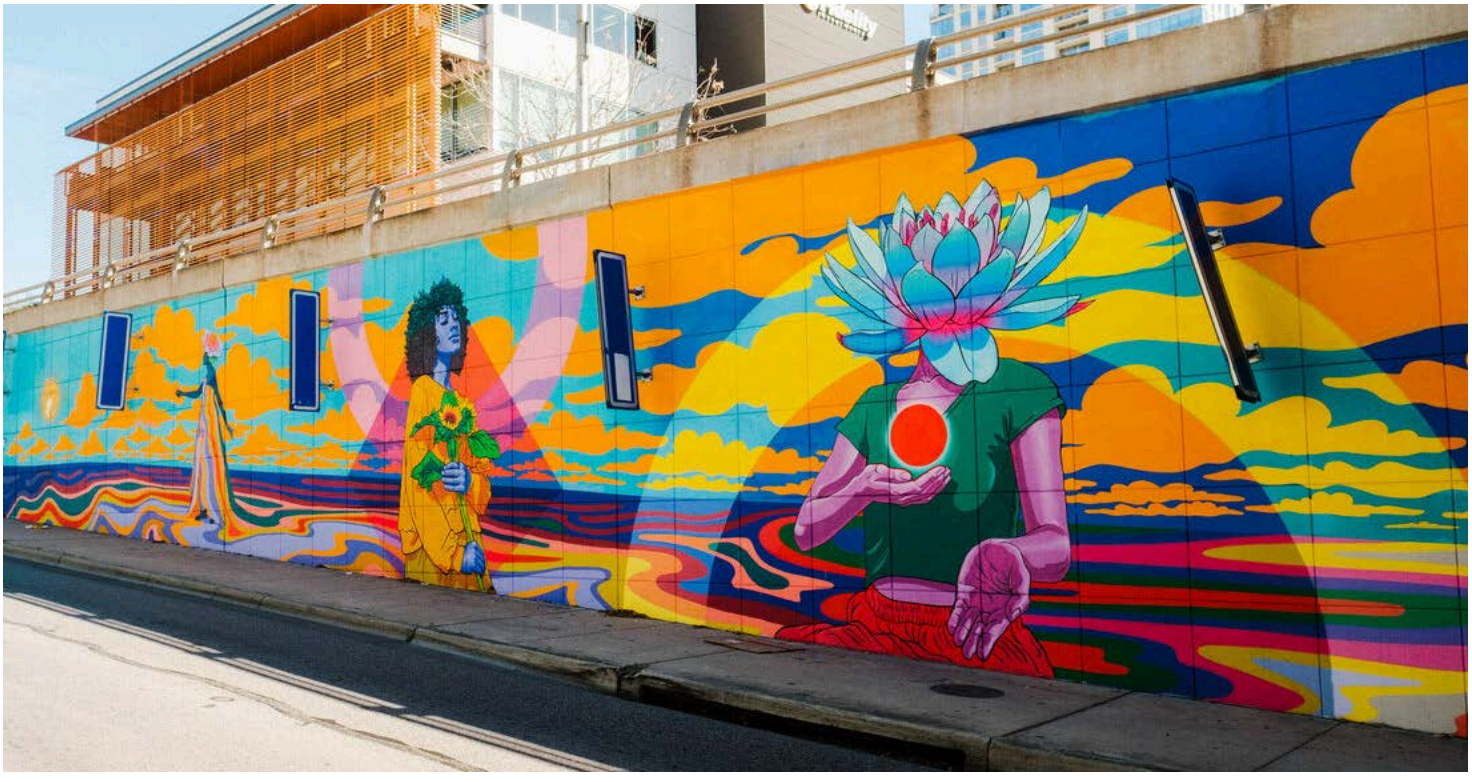
Purpose.

This design guide serves as a reference for the Lakefront District for the Town of Little Elm is intended primarily for use by those property owners interested in establishing an art installation on their property. This guide is intended to reflect the types of creative expressions that fit the definition of an art installation as defined and adopted within Sec. 106.04.02 Lakefront District.

The images within this guide are not intended to be specifically replicated, but instead serve as samples of the type of flexibility and creativity, as well as intended reference to the Town's natural, geological, cultural, and visionary elements, that could be allotted to interested applicants.

Art Installation, as defined and adopted within Sec. 106.04.02 Lakefront District, is a large-scale, mixed-media construction, often designed for a specific place, includes three-dimensional works designed to transform the perception of space, sculptures, murals, or other forms of creative visual art produced primarily or solely for its imaginative, aesthetic, or intellectual content reflective of the Lakefront District vision; may also contain reference to a business or its logo; is not used for sole purposes of advertising; is not used to promote political or religious views, or social causes.

LELA BRUNET



Sterling Heights
Inspiring Living

Lana Pommier

FLAGLER AVENUE
TO BEACH
AHEAD

SONOMA

HOUSTON
#I'M HOUSTON...

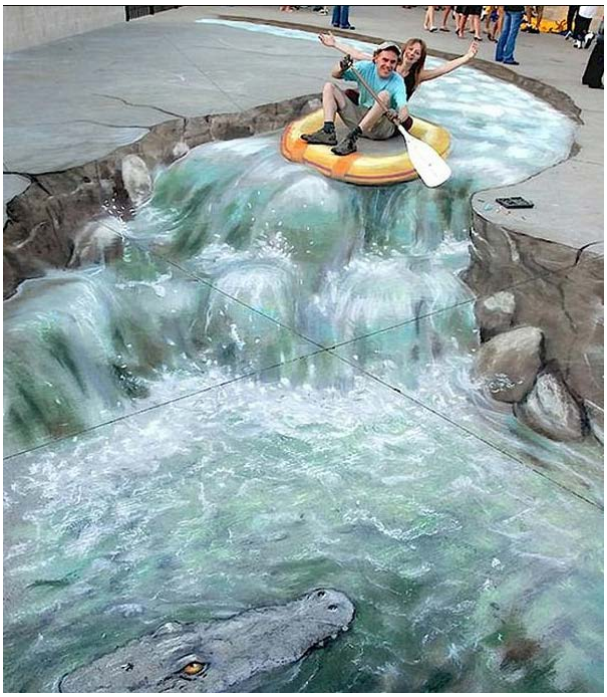
Greetings from
DUNEDIN
FLORIDA

WELCOME TO:
GREATER ZION
Red Cliffs Recreation Area
Red Hills Parkway
St GEORGE
St George Boulevard
Tabernacle
DIXIE STATE UNIVERSITY
Main Street
Convention Center
GREATER ZION
Arts & Museums

STATIONNEMENT

PeaceLoveGoodDeeds.com

PEACE
LOVE



headspace
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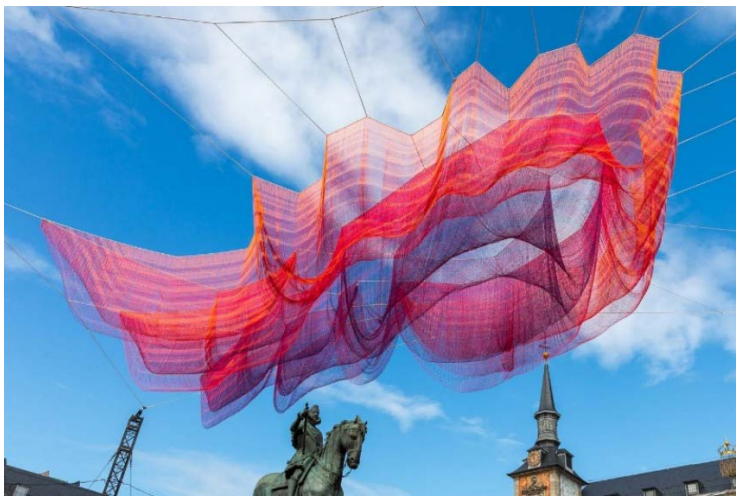


BROOKFIELD
PLACE

PLACE

iPic THEATERS

Date:	09/19/2023
Agenda Item #:	6. C.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Olga Chernomorets, Planning Manager

AGENDA ITEM:

Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1730 Regarding a Request to Rezone Approximately 1.4 Acres of Land, Currently Zoned as Light Commercial (LC), Generally Located 185 Feet West of The Intersection of FM 423 and King Road, Within Little Elm's Town Limits, in Order To Establish a New Planned Development District Based on Light Commercial District Standards with Modified Uses, to Allow for One "Body Art Studio" not to Exceed 1,035 Square Feet.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1730:

DESCRIPTION:

Location.
Located approximately 185 feet west of the intersection of FM 423 and King Road, within Little Elm's Town Limits.

Background.
The subject property consists of one commercially developed lot totaling approximately 1.4 acres, currently zoned Light Commercial (LC) with a Specific Use Permit (SUP) for a Martial Arts Studio through Ordinance No. 908. The SUP was approved in 2008 when these types of uses were required to go through the additional zoning review process; however, Martial Arts Studios no longer require an SUP.

The property was initially annexed into the Town in 2002, through Ordinance #561, and the existing building was subsequently constructed in 2005. Most of the adjacent properties are zoned LC except the property to the southwest, which is zoned Light Industrial (LI) and developed as a Public Storage facility. The property to the east is a 7-11 convenience store and gas station, the property to the west contains a vacant commercial building, and the property to the south is currently

occupied by Mission Church.

In 2009, the King Road Right-of-Way (ROW) expansion utilized a portion of the subject property, which reduced the parking and landscaping along King Road. Currently, the property has access via a direct connection to King Road along the northern boundary, and two access easements from the adjacent property to the east, connecting to FM 423.

The original 13,200 square-foot building's exterior remains unchanged and currently has 7 out of 8 suites occupied by businesses permitted in the LC district. The current property owner acquired the property in 2018 and has made limited exterior improvements, without significantly altering the existing site.

In late 2022, the property owner approached the Town about requirements for a Body Art Studio with a specific tenant in mind. The Proposed Body Art Studio, "Pin Cushion" is a family-run operation offering an all female body piercing studio combined with the Steel Paint Brush tattoo studio, with two existing locations, Frisco and Celina. They opened their Frisco location in 2014 and are currently the only tattoo shop in the City of Frisco. Communication with the City of Frisco did not indicate any filed nuisance complaints or ordinance violations.

Since the use is not allowed in the LC district, either by right or through a SUP, staff determined the best route for the applicant would be to request a new Planned Development (PD) district, based on LC standards with modified uses, by adding "Body Art Studio" as an allowed use.

Such action, if approved, would allow the Town safeguards in terms of the use location and size, by capturing the proposed suite and total area within the attached plans, so that in the future, any changes would require the tenant to come back through the zoning process for an amendment.

Proposal.
The applicant is proposing to rezone the subject property to a Planned Development district based on LC Standards with the modified use of "Body Art Studio" as allowed by right, not to exceed 1,035 sq. ft. as depicted on the attached plans. As part of this request, the applicant is also proposing to bring the landscaping closer to current Town standards, which were largely adopted in 2017, 10 years after the property was developed.

Uses
The uses would remain the same, except for allowing one "Body Art Studio" not to exceed 1,035 square feet, as depicted on the attached plans which will be captured as part of the PD Ordinance.

"Body Art Studio" is defined by Town's Ordinance as:

Body art studio. An establishment whose services include tattooing and/or body piercing. Tattooing shall mean the placing of designs, letters, figures, symbols or other marks upon or under the skin of any person, using ink or other substances that result in the permanent coloration of the skin by means of the use of needles or other instruments designed to contact or puncture the skin. Body piercing shall mean the creation of an opening in an individual's body, other than ear-piercing, to insert jewelry or other decoration.

As a condition of obtaining the Certificate of Occupancy, the Body Art Studio will need to follow all applicable Texas Department of Licensing and Regulations (TDLR) requirements.

The other uses on the property currently include

- Suite 100: Papa John's (Food Establishment)
- Suite 200: Impact Cuts (Personal Service)
- Suite 300: Donut Shop (Food Establishment)
- Suite 400: Curries n Cravings (Restaurant)
- Suite 500: Premier Martial Arts (Gymnastics/dance studio/martial arts)
- Suite 600: Suite Vacant (Proposed Body Art Studio Suite)
- Suite 700: S Cleaners (Dry Cleaning Pick up)
- Suite 800: Moonstone Nail and Spa (Personal Service)

Site Development Standards

The site is currently operating as legal nonconforming given its development prior to the establishment of the most current site development standards, as well as the ROW adjustment. The establishment of this PD will capture the existing site plan and proposed landscape improvements, however any future exterior improvements to the building, landscaping, or the site in general, would have to follow the most current LC development standards at the time of the proposed improvements.

Zoning Standards

Apart from the aforementioned use change, the site development standards are not being altered for this PD request

Design Standards

The design of building already generally meets the Town's current requirements for materials, glazing, and articulations. There are no proposed design standard amendments or waivers in this PD request and the applicant is not proposing to make any exterior changes to the building at this time

Landscaping Standards

The applicant is proposing improvements in an effort to bring the current landscaping closer toward compliance with the Town's Standards. The submitted landscape plans show replanting of several shade trees, increasing shrub planting to screen vehicular areas, enhancing the entryway by providing additional planting, and improving the site irrigation in order to ensure maintenance of all pants.

These improvements would need to be completed before the Certificate of Occupancy for the Body Art Studio could be approved.

Parking

As is common with most existing older properties throughout Town, the parking spaces on this site are below the current minimum dimension requirement. Given the property is currently operating as legal nonconforming, unless the applicant was to expand or redevelop, parking space sizing is not required to be brought into compliance.

Currently, the site provides adequate parking, with a total of 69 spaces to accommodate a mix of commercial uses; utilizing a retail ratio of 1:200 and restaurant ratio of 1:100, where appropriate. It should be noted that uses like a pizza delivery operation, or a donut shop, do not typically fall under a restaurant parking ratio as they operate more within the parameters of a retail establishment and do not offer seating for dining options.

Subdivision

The property was platted in 2003 and the plat document is filed at Denton County.

Signage
This PD request would not make any amendments to the sign ordinances.

Fire/Engineering
Fire and Engineering have reviewed the proposed plans and determined them to be acceptable for the purposes of this rezoning request. Further review and approval will be required through the Site Development Permit and Building Permit processes.

Comprehensive Plan
The proposed Body Art Studio use is classified as a commercial service use and if approved, would not be in conflict with the Future Land Use Plan (FLUP), which envisions this area as Retail/Commercial.

Recommendation to the Commission.
The Code or Ordinances classifies Body Art Studios as a commercial service use and permits these uses within the Heavy Commercial, Lakefront, and Industrial zoning districts, through a Specific Use Permit (SUP). However, the Code does not provide any additional criteria for the review and approval of such requests.

A lot of time, a SUP is placed as a requirement on a specific retail or service use that, at one point, may have been considered to be not in the best interest of the public health, safety, morals, and general welfare. Requiring an SUP allows additional scrutiny by the Town Council as to the appropriate location, allowing each request to be reviewed on a case by case basis, based on situational suitability. SUP requests also allow Town Council to add conditions to the use and/or site to ensure no potential nuisances result from the proposed operation onto the adjacent properties.

Different municipalities within the Town's proximity treat Body Art Studios differently, mostly allowing them within certain commercial and/or industrial areas through a similar zoning process, with different separation criteria and limitation on the number of establishments within a certain area. Most of the separation criteria, within the surrounding municipalities, deals with residential, church, and school uses. Staff believes this is a result of a certain stigma associated with Body Art Studios as they were perceived at the time of the establishment of these regulations.

While the Town's Code of Ordinances recognizes these uses as requiring additional scrutiny within certain districts, the Town's zoning map primarily consists of Light Commercial (LC), with very limited Heavy Commercial or Industrial designated areas. This is likely because the Town was initially, predominantly, developing as a bedroom community, with anticipated neighborhood level retail and commercial uses within its commercial corridors. However, as the Town has grown and evolved over the recent years, the commercial uses and their intensities have also began to expand. Staff believes this is reflected by the establishment of the Lakefront District, which was envisioned as the Town's civic and cultural center. The Lakefront District allows for a wider variety of uses which indicates the Town's intent to be more open-minded about uses in certain areas, as they become more acceptable in general.

Considering the proposed location and existing context of the surrounding area, as well as the proposed tenant Pin Cushion, Staff does not believe a Body Art Studio poses a nuisance to the adjacent properties. Staff requests the Commission to consider whether this type of use is appropriate within a Light Commercial (LC) district in general as well as how the proposed use fits

into the context of its commercial surroundings. Staff requests the Commission evaluate this request and make their recommendation to Town Council based on the presented facts and the overall vision for this area.

Staff believes if the Planning and Zoning Commission considers approval of the request, it should be conditioned to the proposed tenant, Pin Cushion, requiring any subsequent tenant change-out, for the same use, to go back through the zoning process for review and approval by Town Council.

Commission Findings.
At their regular meeting on August 17th, 2023, the Planning and Zoning Commission discussed the applicant's interest in the site, parking, hours of operation, and the fact that this type of use may have had some stigma in the past but has become more acceptable in current time. The Commission weighed the request within the context of the proposed location and unanimously approved the request with Staff suggested conditions.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDED ACTION:

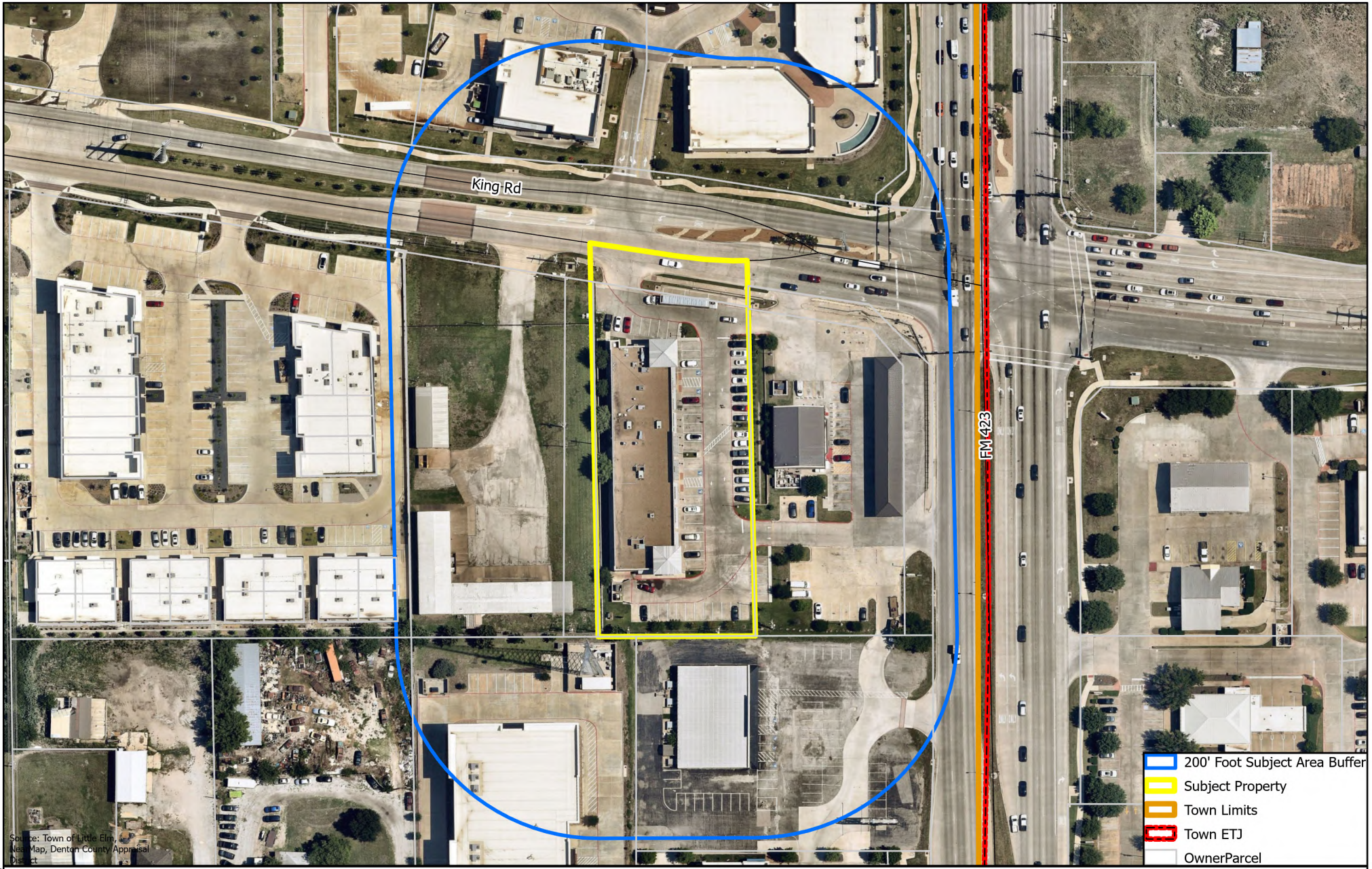
Planning and Zoning Commission recommends approval subject to the following conditions:

1. One “Body Art Studio” is permitted within Suite 600, not to exceed 1,035 square feet, as depicted on the site and floor plans within Exhibit B.
2. “Body Art Studio” must follow all applicable Texas Department of Licensing and Regulations (TDLR) requirements.
3. Body Art Studio is allowed only for the proposed tenant, Pin Cushion, requiring any subsequent tenant change-out, for the same use, to go back through the zoning process for review and approval by Town Council.

Attachments

Location Map

Ordinance No. 1730



LITTLE ELM

Pin Cushion Planned Development
2650 KING RD, FRISCO, TX 75036

Town of Little Elm
Denton County, Tx

Date: 8/4/2023

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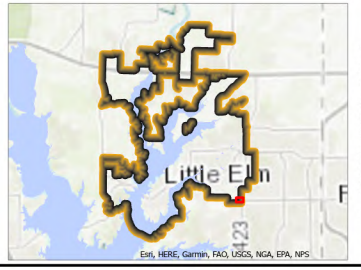


This product is to be used for graphical representation only. The accuracy is not to be taken/ used
as data produced for engineering purposes or by a Registered Professional Land Surveyor
for the State of Texas. For this level of detail, supervision and certification of the produced data by a Registered Professional Land Surveyor for the State of Texas would have to be performed.
Town of Little Elm and its members assume no responsibility for the accuracy of said data.

Project Location: G:\GIS\For Town\Employee\DevServices\Jose\Location Map\

TOWN OF LITTLE ELM

ORDINANCE NO. 1730

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING THE ZONING FROM LIGHT COMMERCIAL DISTRICT, TO A NEW PLANNED DEVELOPMENT – LIGHT COMMERCIAL (PD-LC) DISTRICT WITH MODIFIED USES, ON 1.4 ACRES OF LAND LOCATED AT 2650 KING ROAD, GENERALLY 185 FEET WEST OF THE INTERSECTION OF FM 423 AND KING ROAD, IN ORDER TO ALLOW FOR ONE "BODY ART STUDIO" NOT TO EXCEED 1,035 SQUARE FEET; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; 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 possesses all the rights, powers, and authorities possessed by all home rule municipalities, including the authority to regulate land uses under Chapter 211 of the Texas Local Government Code; and

WHEREAS, a request for Planned Development-Light Commercial (PD-LC) with modified uses on approximately 1.4 acres of land, more specifically described in the exhibits, attached hereto; and

WHEREAS, this zoning change is in accordance with the most current adopted Comprehensive Plan of the Town of Little Elm; and

WHEREAS, the Town Council and the Planning & Zoning Commission of the Town of Little Elm, in compliance with the laws of the State of Texas and the ordinances of the Town of Little Elm, have given the required notices and held the required public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof regarding the requested zoning change described herein; and

WHEREAS, at its regular meeting held on August 17, 2023 the Planning & Zoning Commission considered and made recommendations on a request for Planned

Development-Light Commercial (PD-LC), (Case No. PD-23-01523); and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning & Zoning Commission and any other information and materials received at the public hearing, the Town Council of the Town of Little Elm, Texas, has determined that the request is in the interest of public health, safety and welfare of the citizens of the Town of Little Elm.

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

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

SECTION 2. ZONING AMENDMENT That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by establishing a new Planned Development district based on Light Commercial (LC) district requirements with modified uses to allow for one “Body Art Studio”, not to exceed 1,035 square feet, located at 2650 King Road, within Little Elm’s town limits, on approximately 1.4 acres of land more particularly described as **Exhibit A**, and attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

SECTION 3. CONDITIONS AND REGULATIONS. Permitted uses and standards shall be in accordance with the Light Commercial (LC) District, unless otherwise specified herein:

a) “Body Art Studio” is defined as: An establishment whose services include tattooing and/or body piercing. Tattooing shall mean the placing of designs, letters, figures, symbols or other marks upon or under the skin of any person, using ink or other substances that result in the permanent coloration of the skin by means of the use of needles or other instruments designed to contact or puncture the skin. Body piercing shall mean the creation of an opening in an individual's body, other than ear-piercing, to insert jewelry or other decoration.

b) One “Body Art Studio” is permitted within Suite 600, not to exceed 1,035 square feet, as depicted on the site and floor plans within **Exhibit B**.

c) “Body Art Studio” must follow all applicable Texas Department of Licensing and Regulations (TDLR) requirements.

d) Body Art Studio is allowed only for the proposed tenant, Pin Cushion, requiring any subsequent tenant change-out, for the same use, to go back through the zoning process for review and approval by Town Council.

SECTION 4. PLANNED DEVELOPMENT MASTER PLAN The Concept Plan Exhibit and related plans, images, and documents approved and described as **Exhibit B** attached hereto and made a part hereof are approved. The subject property shall be improved in accordance with the plans set forth in **Exhibit B**.

a) If, after two years from the date of approval of the Planned Development Master Plan, no substantial development progress has been made within the PD, then the Planned Development Master Plan shall expire. If the Planned Development Master Plan expires, a new Planned Development Master Plan must be submitted and approved according to the procedures within the Zoning Ordinance, Planned Development Districts. An extension of the two year expiration shall be granted if a development application for the PD has been submitted and is undergoing the development review process or if the Director of Development Services determines development progress is occurring.

b) The Planned Development Master Plan shall control the use and development of the property, and all building permits and development requests shall be in accordance with the plan until it is amended by the City Council.

c) If a change to the Concept Plan, if any, is requested, the request shall be processed in accordance with the development standards in effect at the time the change is requested for the proposed development.

SECTION 5. SAVINGS. This Ordinance shall be cumulative of all other ordinances of the Town, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are indirect conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

SECTION 5. ZONING MAP. The official zoning map of the Town shall be amended to reflect the changes in zoning made by this ordinance.

SECTION 6. PENALTY. Any person, firm, or corporation violating any of the provision of this ordinance shall be punished by a penalty of a fine not to exceed the sum of Two Thousand Dollars ($2,000) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 7. SEVERABILITY. The sections, paragraphs, sentences , phrases, and words of this Ordinance are severable, and if any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid or unconstitutional, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any person, firm, corporation, situation or circumstance, nor shall adjudication affect any other section or provision of the Comprehensive Zoning Ordinance of the Town of Little Elm, Texas, and the Town Council hereby declares that it would have adopted the valid portions and applications of the ordinance without the valid parts and to this end the provisions of this ordinance shall remain in full force and effect.

SECTION 8. REPEALER. That all ordinances of the Town of Little Elm in conflict with the provisions of this ordinance be and the same are hereby repealed to the extent of that conflict.

SECTION 9. 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.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 19th day of September, 2023.

Town of Little Elm, Texas

_____

Curtis Cornelious, Mayor

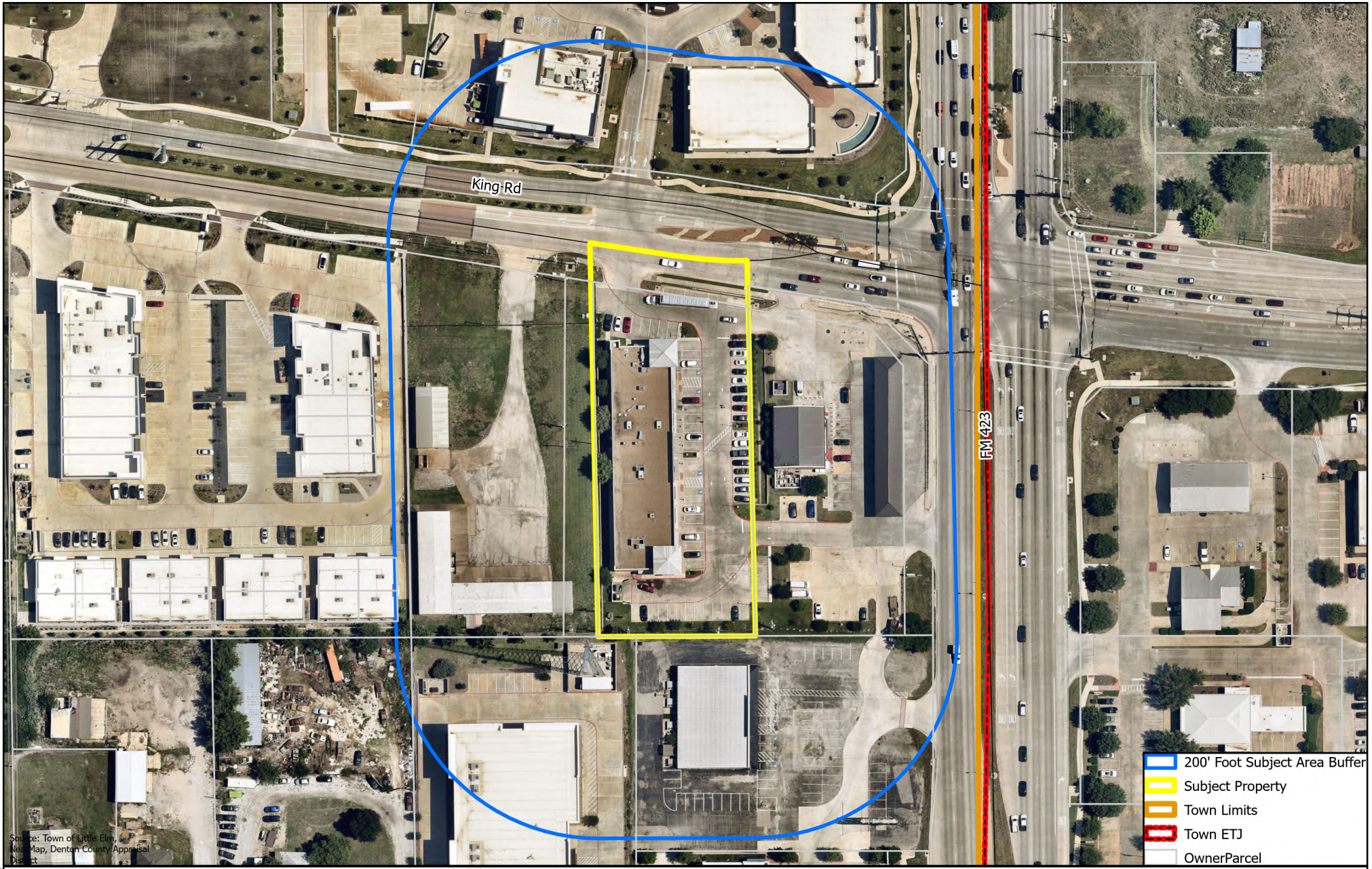
ATTEST:

_____

Caitlan Biggs, Town Secretary

Exhibit A

Property Location



LITTLE ELM

Pin Cushion Planned Development
2650 KING RD, FRISCO, TX 75036

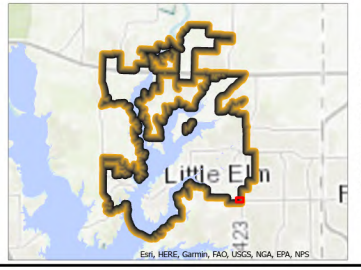
Town of Little Elm
Denton County, Tx

Date: 8/4/2023

N

0 70 140

US Feet



This product is to be used for graphical representation only. The accuracy is not to be taken/ used
as data produced for engineering purposes or by a Registered Professional Land Surveyor
for the State of Texas. For this level of detail, supervision and certification of the produced data by a Registered Professional Land Surveyor for the State of Texas would have to be performed.
Town of Little Elm and its members assume no responsibility for the accuracy of said data.

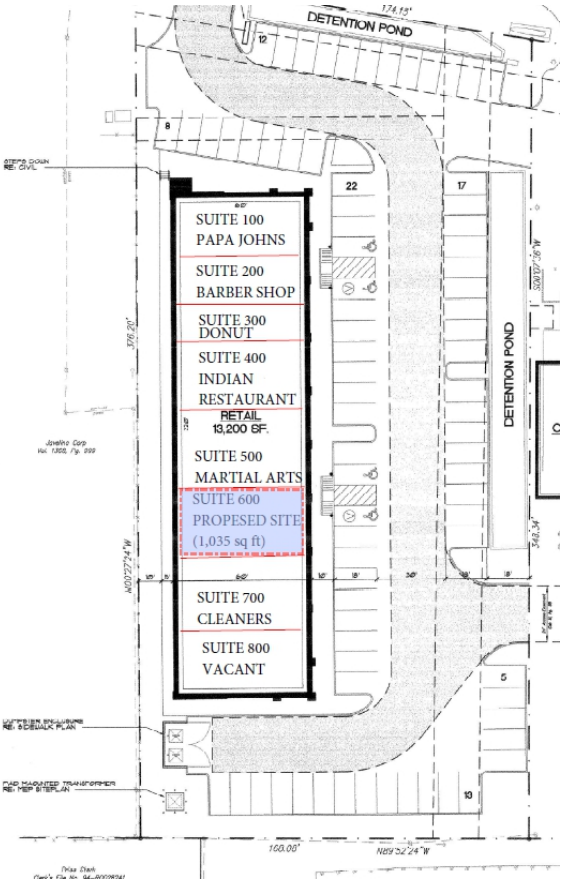
Project Location: G:\GIS\For Town\Employee\DevServices\Jose\Location Map\

Exhibit B

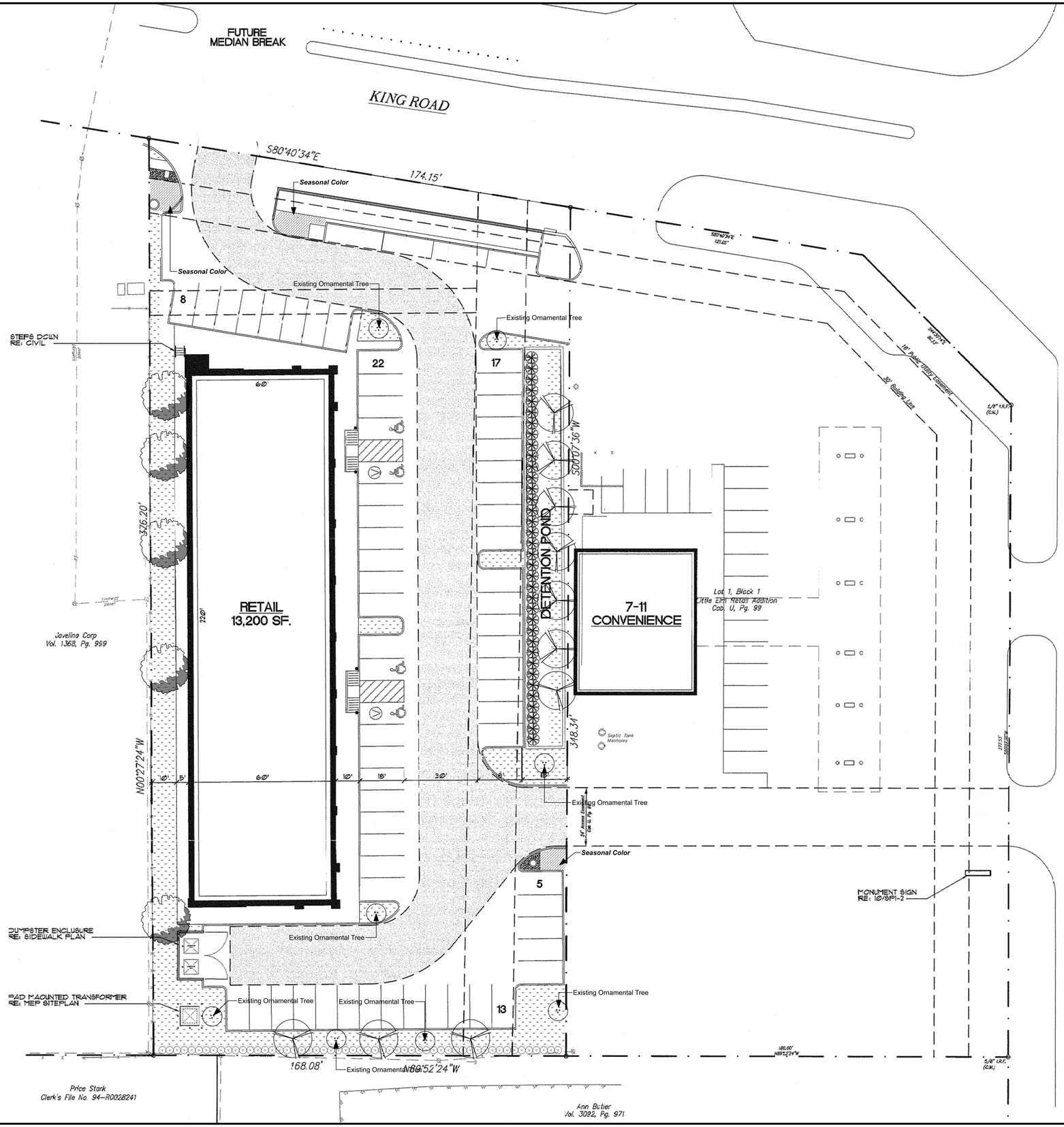
Development Plans

Site plan of Shopping center

The site pan attached hereto is intended only to show the general layout of the shopping center. The site plan shall not be deemed to warranty or agreement by landlord as to the shopping center, the premises, the existence of any particular tenants or other stores or occupants or any matter shown thereof:and the site plan show measurements and distances that are approximate and not scaled



S#100- PAPA JOHNS
S#200-BARBER SHOP
S#300-DONUTS
S#400-INDIAN RESTAURANT
S#500-MARTIAL ARTS
S#600-TATTOO SHOP
S#700-CLEANERS
S#800-VACANT



LANDSCAPE TABULATIONS
Interior Landscaping:

Gross Parking Area: 30,185 SF
Interior Landscape Required: 3,019 SF
Interior landscape provided: 3029 SF
Interior Trees Required: 3019/400 = 8 Trees
Interior Trees Provided: 9 Trees (7 Large Shade Trees, 8 Ornamental Trees)

Landscape Notes

1. CONTRACTOR SHALL STAKE OUT TREE LOCATIONS AND BED CONFIGURATION FOR APPROVAL BY OWNER PRIOR TO INSTALLATION.
2. CONTRACTOR IS RESPONSIBLE FOR VERIFYING LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
3. IT IS THE RESPONSIBITY OF THE CONTRACTOR TO ADVISE THE OWNERS REPRESENTATIVE OF ANY CONDITION FOUND ON-SITE WHICH PROHIBITS INSTALLATION AS SHOWN ON THESE PLANS.
4. ALL SHRUB AND GROUNDCOVER BEDS SHALL HAVE A MINIMUM OF (2") TWO INCHES OF HARDWOOD BARK MULCH.
5. LANDSCAPE EDGING SHALL BE LOCATED AS NOTED ON PLAN.
6. TREES SHALL BE PLANTED A LEAST FIVE (5') FEET FROM ANY UTILITY LINE, AND OUTSIDE ALL UTILITY EASEMENTS AND A THREE (3') CLEAR DIAMETER AROUND FIRE HYDRANTS, UNLESS PRIOR APPROVAL IS GRANTED.
7. TREES OVERHANGING WALKS AND PARKING AREAS SHALL HAVE A CLEAR TRUNK HEIGHT OF SEVEN (7') FEET.
8. TREES OVERHANGING VISIBILITY EASEMENTS OF RIGHT-OF-WAYS SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF SEVEN (7') FEET.
9. TREES PLANTED ON SLOPES WILL HAVE THE SOIL STAIN AT AVERAGE GRADE OF SLOPE.
10. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION, AND MUST BE REPLACED WITH PLANT MATERIAL OF SIMILAR VARIETY AND SIZE, IF DAMAGED, DESTROYED OR REMOVED.
12. LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER AND WEEDS.
13.AN AUTOMATIC IRRIGATION SYSTEM SHALL BE PROVIDED TO MAINTAIN ALL LANDSCAPE AREAS. OVER SPRAY ON STREETS AND WALKS IS PROHIBITED.
14. 3 INCHES OF SOILS BUILDING SYSTEMS Ph BALANCED COMPOST TO BE TILLES INTO EXISTING TOPSOIL TO ACHIEVE A MAXIMUM RATIO OF 50% COMPOST (I.E. 1 PART COMPOST TO 1 PART EXISTING SOIL). ALL HYDROSEEDED AND PLANTING BEDS TO HAVE BIOSOL FORTE 7-2-1 FERTILIZER APPLIED AT MANUFACTURERS RATE.

Landscape

Quantity	Symbol	Description
Annuals-Perennials		
401		Seasonal Color
Ground Cover-Vines		
7702		Cynodon dactylon / Bermudagrass Sq. Ft.
Shrubs Under 4 Feet		
55		Ilex cornuta 'Burfordii Nana' / Holly, Dwarf Burford 5 gal / 24"ht. min.
Trees		
5		Existing Tree 'Large' / Existing Tree 'Large' Existing
8		Existing Tree 'Small' / Existing Tree 'Small' Existing
36		Ilex x 'Nellie Stevens' / Holly, Nellie Stevens Existing
10		Taxodium ascendens / Cypress, Pond 3 in cal min
Landscape Accessories		
86.08 Sq/Ft		Large Texas Native River Rock

N
W E
S
0 10 20 40
1" = 20'

REGISTERED LANDSCAPE ARCHITECT
DAVID L. GARRISON
1825
STATE OF TEXAS
7-27-2023

DAVID L. GARRISON
Landscape Design Studio
4445 Eldorado Drive
Plano, Texas 75093
214-668-4163
david@iPlanLandscapes.com

LANDSCAPE DESIGN STUDIO

LANDSCAPE PLAN

ELM RIDGE CROSSING
FM 720 and FM 423
Little Elm, Texas

REVISIONS:
7-27-2023

DATE:
6/14/2023

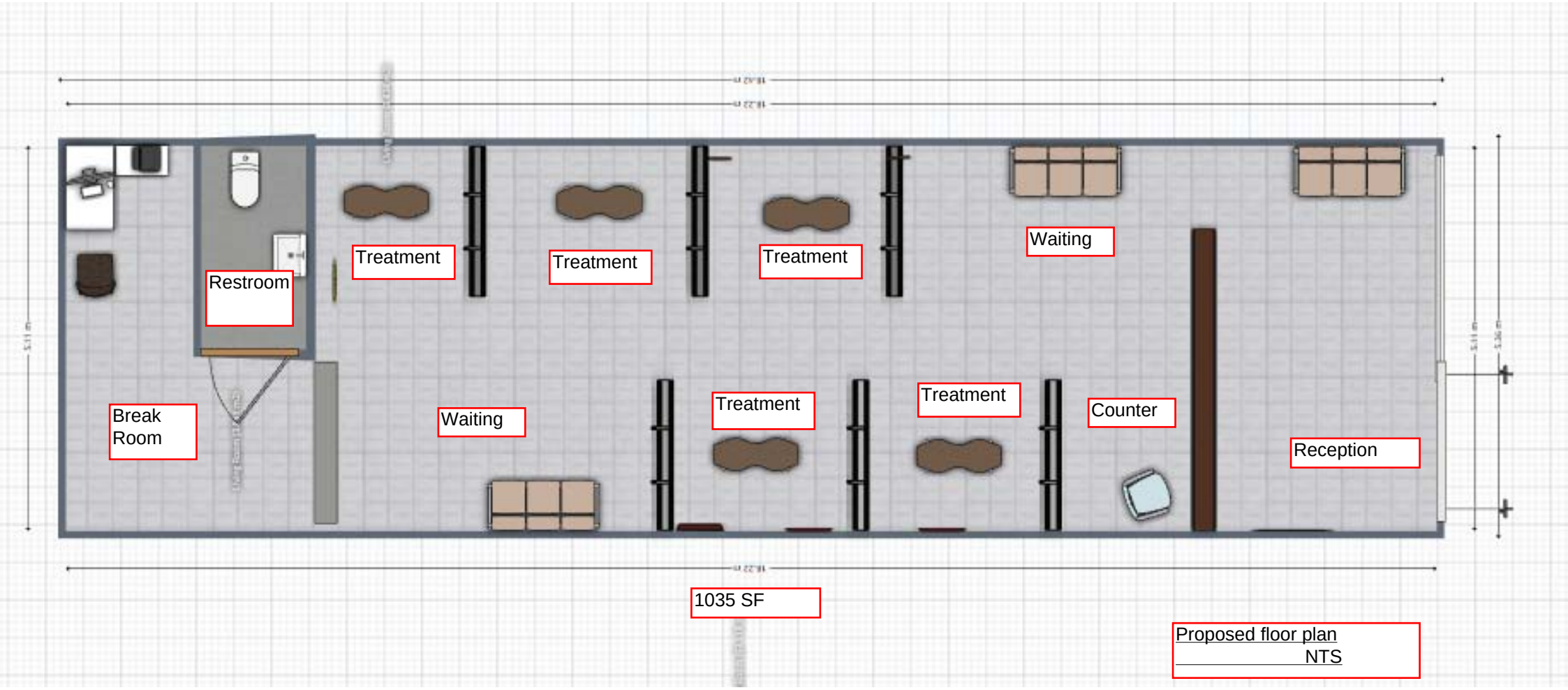
JOB NUMBER:
230614b

DRAWN BY:
David G

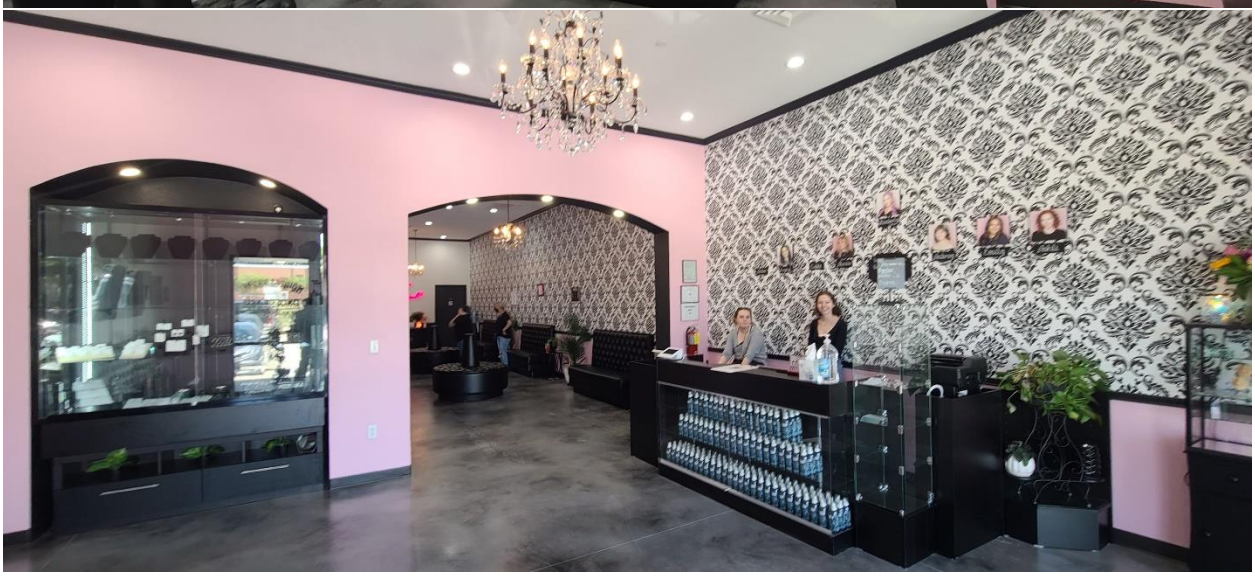
CHECKED BY:
N/A

SCALE:
1" = 20'

SHEET:
LS - 1



Proposed floor plan
NTS



Date:	09/19/2023
Agenda Item #:	6. D.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Olga Chernomorets, Planning Manager

AGENDA ITEM:

Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Haimark Center LLC.**

DESCRIPTION:

The attached agreement is to solidify the Planned Development and the associated documents and development plans for Little Elm Retail Planned Development.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDED ACTION:

Staff requests Town Council consideration.

Attachments

Development Agreement - Little Elm Retail PD

STATE OF TEXAS	**§**	**DEVELOPMENT AGREEMENT**
	§	**FOR LITTLE ELM RETAIL PD**
COUNTY OF DENTON	**§**	

This Development Agreement for Little Elm Retail ("**Agreement**") is entered into between Haimark Center LLC, the property owner, ("**Developer**"), whose address for purposes of this Agreement is 2650 King Road, Little Elm TX 75036, and the Town of Little Elm, Texas ("**Town**"), whose address for purposes of this Agreement is 100 W. Eldorado Parkway, Little Elm, TX 75068. Developer and the Town are sometimes referred herein together as the "**Parties**" and individually as a "**Party**."

Recitals:

1. Developer is the owner of 1.4039 acres generally located at 2650 King Road, on the south side of King Road, approximately 185 feet west of the intersection of FM 423 and King Road, identified as Little Elm Retail Addition, Block 1, Lot 2, in the Town of Little Elm, Texas (the "**Property")**, which Property is more particularly described in **Exhibit A** attached hereto.

2. In furtherance of the development of the Property, the Parties have negotiated certain matters regarding the Property as set forth in this Agreement.

3. The Parties seek to memorialize these negotiated matters and to include them in this contractually-binding Agreement.

NOW, THEREFORE, for and in consideration of the above and foregoing premises, the benefits to each of the Parties from this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, the Parties do hereby agree as follows:

Section 1. Incorporation of Premises. The above and foregoing Recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

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

Section 3. Agreements. The Parties agree as follows:

A. The negotiated and agreed upon zoning and development standards contained in the Little Elm Retail PD Ordinance, attached hereto as **Exhibit B**, which incorporate by reference the general zoning regulations of the Town's zoning ordinance, are hereby adopted and incorporated into this agreement as contractually-binding obligations of the Developer.

Section 4. Miscellaneous.

A. Applicability of Town Ordinances. When the Property is developed, Developer shall construct all structures on the Property, in accordance with all applicable Town ordinances and building/construction codes, whether now existing or arising prior to such construction in the future.

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

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

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

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

F. Cumulative Rights and Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to

any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

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

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

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

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

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

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

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

N. **Filing in Deed Records**. This Agreement shall be recorded in the real property records of Denton County, Texas. This Agreement and all of its terms, conditions, and provisions is and shall constitute a restriction and condition upon the development of the Property and all portions thereof and a covenant running with the Property and all portions thereof, and is and shall be binding upon Developer and all of Developer's heirs, successors, and assigns and the future owners of the Property and any portion thereof; provided, however, this Agreement shall not constitute an obligation of or be deemed a restriction or encumbrance with respect to any final platted residential lot upon which a completed home has been constructed.

O. **Notification of Sale or Transfer; Assignment of Agreement**. Developer shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time

to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "**Assignee**") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement with respect to the portion of the Property transferred to Assignee. If the Property is transferred or owned by multiple parties, this Agreement shall only apply to, and be binding on, such parties to the extent of the Property owned by such successor owner, and if the Developer or any Assignee is in default under this Agreement, such default shall not be an event of default for any non-defaulting Assignee which owns any portion of the Property separate from the defaulting Developer or Assignee. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement with respect to the Property transferred to the successor developer, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

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

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

R. **Waiver of Texas Government Code § 3000.001 et seq**. With respect to the improvements constructed on the Property pursuant to this Agreement, Developer hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005.

S. **Rough Proportionality**. Developer hereby waives any federal constitutional

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

T. Form 1295 Certificate. The Developer agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, the Developer agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the Town, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate.

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

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

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

X. Report Agreement to Comptroller's Office. Town covenants and agrees to report this Agreement to the State Comptroller's office within fourteen (14) days of the Effective Date of this Agreement, in accordance with Section 380.004 of the Texas Government Code, as added by Texas House Bill 2404, 87th Tex. Reg. Session (2021) (effective September 1, 2021). [For Chapter 380 Agreements]

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

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

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

DEVELOPER

_____

By: _____

Date:_____

TOWN OF LITTLE ELM, TEXAS

By:_____
Matt Mueller
Town Manager

Date:_____

ATTEST:

By:_____
Caitlan Biggs
Town Secretary

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

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

DEVELOPER

Herman Khuu

By: _____

Date: 9/14/23

TOWN OF LITTLE ELM, TEXAS

By: _____
Matt Mueller
Town Manager

Date: _____

ATTEST:

By: _____
Caitlan Biggs
Town Secretary

STATE OF TEXAS §
§
COUNTY OF DENTON §

Before me, the undersigned authority, on this _____ day of _____, 2023, personally appeared MATT MUELLER, Town Manager of the Town of Little Elm, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

By:_____
Notary Public, State of Texas

My Commission Expires:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

Before me, the undersigned authority, on this _____ day of _____, 2023, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity of a duly authorized representative of _____.

[Seal]

By:_____
Notary Public, State of Texas

My Commission Expires:_____

STATE OF TEXAS §
§
COUNTY OF DENTON §

Before me, the undersigned authority, on this _____ day of _____, 2023, personally appeared MATT MUELLER, Town Manager of the Town of Little Elm, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

By:_____
Notary Public, State of Texas

My Commission Expires:_____

STATE OF TEXAS §
§
COUNTY OF Denton §

Before me, the undersigned authority, on this 14th day of September, 2023, personally appeared Herman Khuu, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity of a duly authorized representative of Hai Mark Center.

[Seal]

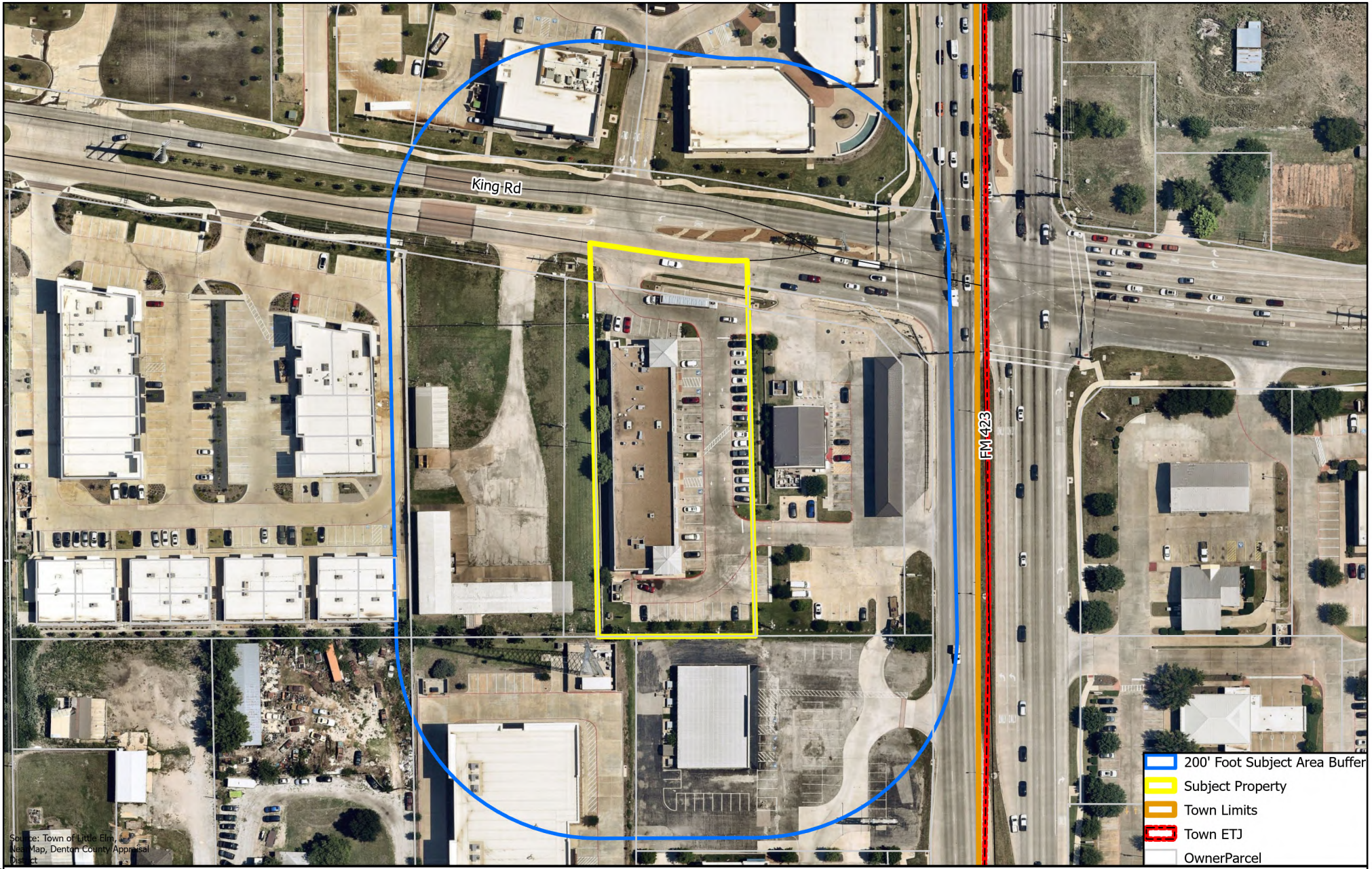
By: Natasha Leigh Roach
Notary Public, State of Texas

Natasha Leigh Roach
My Commission Expires
11/12/2024
ID No. 132779769

My Commission Expires: 11/12/2024

EXHIBIT A

Property Description



LITTLE ELM

Pin Cushion Planned Development
2650 KING RD, FRISCO, TX 75036

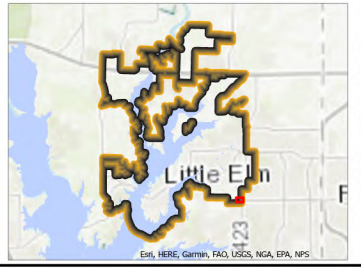
Town of Little Elm
Denton County, Tx

Date: 8/4/2023

N

0 70 140

US Feet



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Town of Little Elm and its members assume no responsibility for the accuracy of said data.

Project Location: G:\GIS\For Town\Employee\DevServices\Jose\Location Map\

EXHIBIT B

Development Plans

TOWN OF LITTLE ELM

ORDINANCE NO. 1730

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING THE ZONING FROM LIGHT COMMERCIAL DISTRICT, TO A NEW PLANNED DEVELOPMENT – LIGHT COMMERCIAL (PD-LC) DISTRICT WITH MODIFIED USES, ON 1.4 ACRES OF LAND LOCATED AT 2650 KING ROAD, GENERALLY 185 FEET WEST OF THE INTERSECTION OF FM 423 AND KING ROAD, IN ORDER TO ALLOW FOR ONE "BODY ART STUDIO" NOT TO EXCEED 1,035 SQUARE FEET; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; 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 possesses all the rights, powers, and authorities possessed by all home rule municipalities, including the authority to regulate land uses under Chapter 211 of the Texas Local Government Code; and

WHEREAS, a request for Planned Development-Light Commercial (PD-LC) with modified uses on approximately 1.4 acres of land, more specifically described in the exhibits, attached hereto; and

WHEREAS, this zoning change is in accordance with the most current adopted Comprehensive Plan of the Town of Little Elm; and

WHEREAS, the Town Council and the Planning & Zoning Commission of the Town of Little Elm, in compliance with the laws of the State of Texas and the ordinances of the Town of Little Elm, have given the required notices and held the required public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof regarding the requested zoning change described herein; and

WHEREAS, at its regular meeting held on August 17, 2023 the Planning & Zoning Commission considered and made recommendations on a request for Planned

Development-Light Commercial (PD-LC), (Case No. PD-23-01523); and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning & Zoning Commission and any other information and materials received at the public hearing, the Town Council of the Town of Little Elm, Texas, has determined that the request is in the interest of public health, safety and welfare of the citizens of the Town of Little Elm.

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

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

SECTION 2. ZONING AMENDMENT That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by establishing a new Planned Development district based on Light Commercial (LC) district requirements with modified uses to allow for one “Body Art Studio”, not to exceed 1,035 square feet, located at 2650 King Road, within Little Elm’s town limits, on approximately 1.4 acres of land more particularly described as **Exhibit A**, and attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

SECTION 3. CONDITIONS AND REGULATIONS. Permitted uses and standards shall be in accordance with the Light Commercial (LC) District, unless otherwise specified herein:

a) “Body Art Studio” is defined as: An establishment whose services include tattooing and/or body piercing. Tattooing shall mean the placing of designs, letters, figures, symbols or other marks upon or under the skin of any person, using ink or other substances that result in the permanent coloration of the skin by means of the use of needles or other instruments designed to contact or puncture the skin. Body piercing shall mean the creation of an opening in an individual's body, other than ear-piercing, to insert jewelry or other decoration.

b) One “Body Art Studio” is permitted within Suite 600, not to exceed 1,035 square feet, as depicted on the site and floor plans within **Exhibit B**.

c) “Body Art Studio” must follow all applicable Texas Department of Licensing and Regulations (TDLR) requirements.

d) Body Art Studio is allowed only for the proposed tenant, Pin Cushion, requiring any subsequent tenant change-out, for the same use, to go back through the zoning process for review and approval by Town Council.

SECTION 4. PLANNED DEVELOPMENT MASTER PLAN The Concept Plan Exhibit and related plans, images, and documents approved and described as **Exhibit B** attached hereto and made a part hereof are approved. The subject property shall be improved in accordance with the plans set forth in **Exhibit B**.

a) If, after two years from the date of approval of the Planned Development Master Plan, no substantial development progress has been made within the PD, then the Planned Development Master Plan shall expire. If the Planned Development Master Plan expires, a new Planned Development Master Plan must be submitted and approved according to the procedures within the Zoning Ordinance, Planned Development Districts. An extension of the two year expiration shall be granted if a development application for the PD has been submitted and is undergoing the development review process or if the Director of Development Services determines development progress is occurring.

b) The Planned Development Master Plan shall control the use and development of the property, and all building permits and development requests shall be in accordance with the plan until it is amended by the City Council.

c) If a change to the Concept Plan, if any, is requested, the request shall be processed in accordance with the development standards in effect at the time the change is requested for the proposed development.

SECTION 5. SAVINGS. This Ordinance shall be cumulative of all other ordinances of the Town, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are indirect conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

SECTION 5. ZONING MAP. The official zoning map of the Town shall be amended to reflect the changes in zoning made by this ordinance.

SECTION 6. PENALTY. Any person, firm, or corporation violating any of the provision of this ordinance shall be punished by a penalty of a fine not to exceed the sum of Two Thousand Dollars ($2,000) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 7. SEVERABILITY. The sections, paragraphs, sentences , phrases, and words of this Ordinance are severable, and if any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid or unconstitutional, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any person, firm, corporation, situation or circumstance, nor shall adjudication affect any other section or provision of the Comprehensive Zoning Ordinance of the Town of Little Elm, Texas, and the Town Council hereby declares that it would have adopted the valid portions and applications of the ordinance without the valid parts and to this end the provisions of this ordinance shall remain in full force and effect.

SECTION 8. REPEALER. That all ordinances of the Town of Little Elm in conflict with the provisions of this ordinance be and the same are hereby repealed to the extent of that conflict.

SECTION 9. 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.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 19th day of September, 2023.

Town of Little Elm, Texas

_____

Curtis Cornelious, Mayor

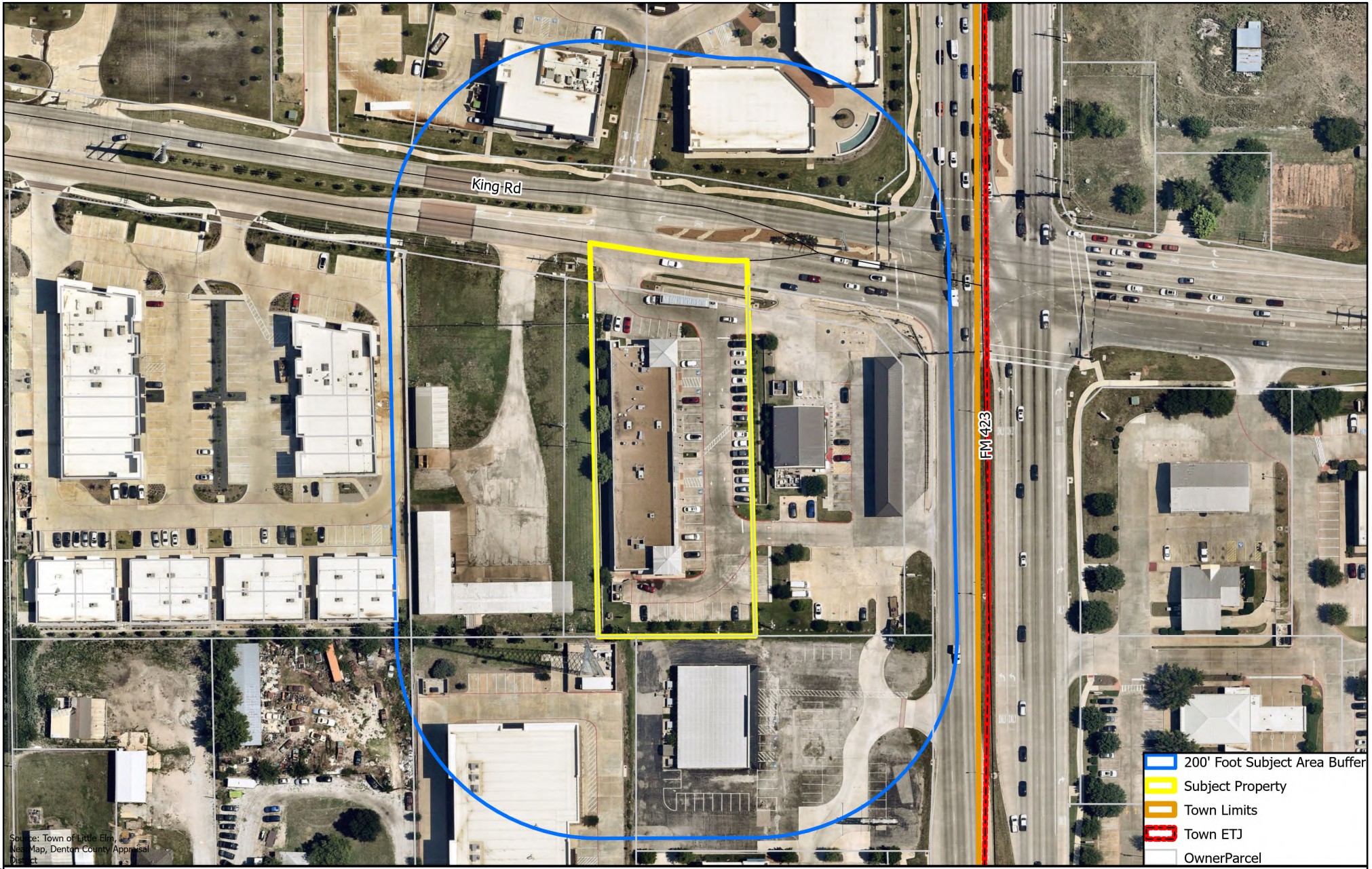
ATTEST:

_____

Caitlan Biggs, Town Secretary

Exhibit A

Property Location



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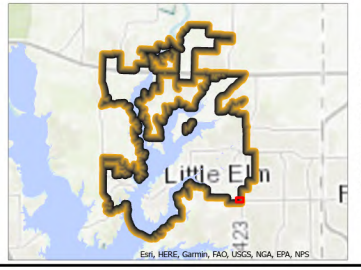

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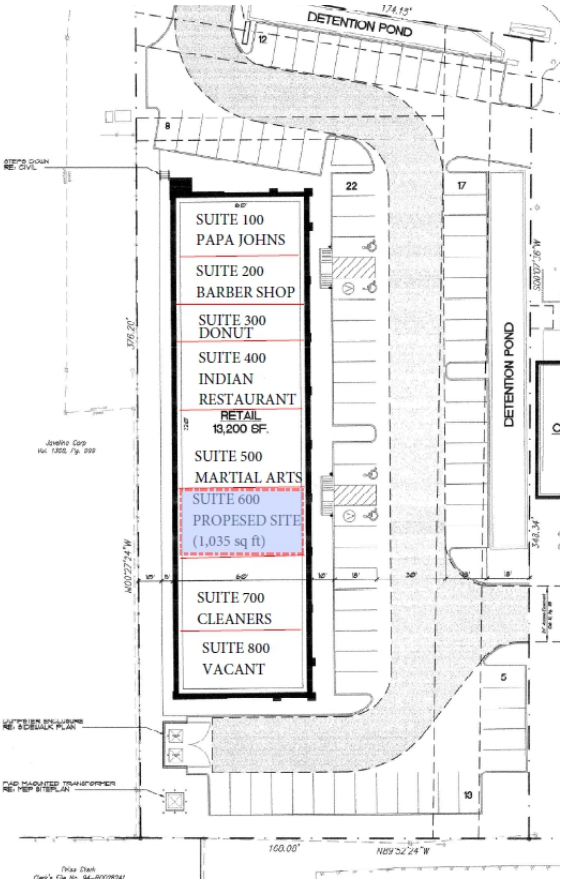
Project Location: G:\GIS\For Town\Employee\DevServices\Jose\Location Map\

Exhibit B

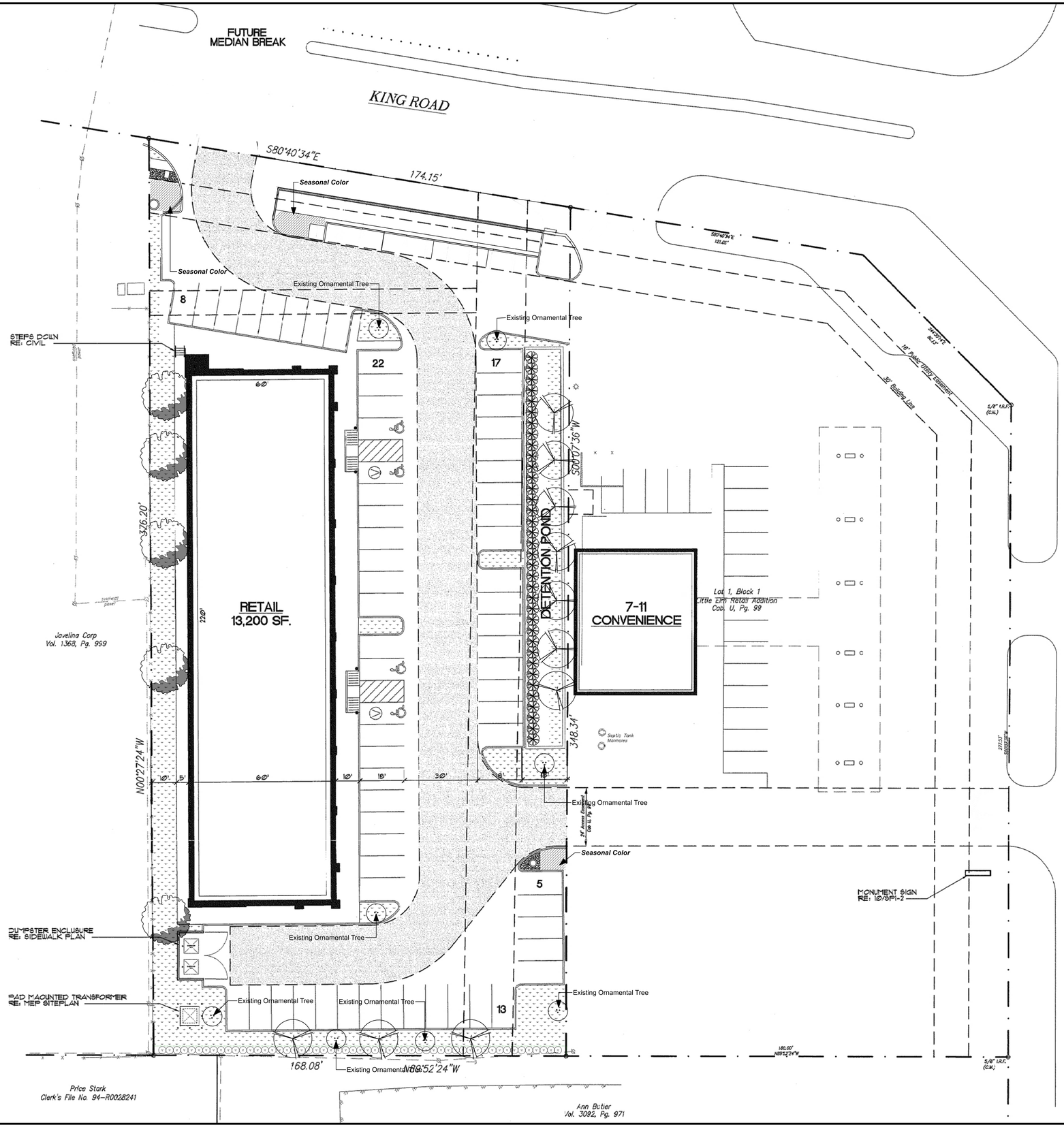
Development Plans

Site plan of Shopping center

The site pan attached hereto is intended only to show the general layout of the shopping center. The site plan shall not be deemed to warranty or agreement by landlord as to the shopping center, the premises, the existence of any particular tenants or other stores or occupants or any matter shown thereof:and the site plan show measurements and distances that are approximate and not scaled



S#100- PAPA JOHNS
S#200-BARBER SHOP
S#300-DONUTS
S#400-INDIAN RESTAURANT
S#500-MARTIAL ARTS
S#600-TATTOO SHOP
S#700-CLEANERS
S#800-VACANT



LANDSCAPE TABULATIONS
Interior Landscaping:

Gross Parking Area: 30,185 SF
Interior Landscape Required: 3,019 SF
Interior landscape provided: 3029 SF
Interior Trees Required: 3019/400 = 8 Trees
Interior Trees Provided: 9 Trees (7 Large Shade Trees, 8 Ornamental Trees)

Landscape Notes

1. CONTRACTOR SHALL STAKE OUT TREE LOCATIONS AND BED CONFIGURATION FOR APPROVAL BY OWNER PRIOR TO INSTALLATION.
2. CONTRACTOR IS RESPONSIBLE FOR VERIFYING LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
3. IT IS THE RESPONSIBITY OF THE CONTRACTOR TO ADVISE THE OWNERS REPRESENTATIVE OF ANY CONDITION FOUND ON-SITE WHICH PROHIBITS INSTALLATION AS SHOWN ON THESE PLANS.
4. ALL SHRUB AND GROUNDCOVER BEDS SHALL HAVE A MINIMUM OF (2") TWO INCHES OF HARDWOOD BARK MULCH.
5. LANDSCAPE EDGING SHALL BE LOCATED AS NOTED ON PLAN.
6. TREES SHALL BE PLANTED A LEAST FIVE (5') FEET FROM ANY UTILITY LINE, AND OUTSIDE ALL UTILITY EASEMENTS AND A THREE (3') CLEAR DIAMETER AROUND FIRE HYDRANTS, UNLESS PRIOR APPROVAL IS GRANTED.
7. TREES OVERHANGING WALKS AND PARKING AREAS SHALL HAVE A CLEAR TRUNK HEIGHT OF SEVEN (7') FEET.
8. TREES OVERHANGING VISIBILITY EASEMENTS OF RIGHT-OF-WAYS SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF SEVEN (7') FEET.
9. TREES PLANTED ON SLOPES WILL HAVE THE SOIL STAIN AT AVERAGE GRADE OF SLOPE.
10. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION, AND MUST BE REPLACED WITH PLANT MATERIAL OF SIMILAR VARIETY AND SIZE, IF DAMAGED, DESTROYED OR REMOVED.
12. LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER AND WEEDS.
13.AN AUTOMATIC IRRIGATION SYSTEM SHALL BE PROVIDED TO MAINTAIN ALL LANDSCAPE AREAS. OVER SPRAY ON STREETS AND WALKS IS PROHIBITED.
14. 3 INCHES OF SOILS BUILDING SYSTEMS Ph BALANCED COMPOST TO BE TILLES INTO EXISTING TOPSOIL TO ACHIEVE A MAXIMUM RATIO OF 50% COMPOST (I.E. 1 PART COMPOST TO 1 PART EXISTING SOIL). ALL HYDROSEEDED AND PLANTING BEDS TO HAVE BIOSOL FORTE 7-2-1 FERTILIZER APPLIED AT MANUFACTURERS RATE.

Landscape

Quantity	Symbol	Description
Annuals-Perennials		
401		Seasonal Color
Ground Cover-Vines		
7702		Cynodon dactylon / Bermudagrass Sq. Ft.
Shrubs Under 4 Feet		
55		Ilex cornuta 'Burfordii Nana' / Holly, Dwarf Burford 5 gal / 24"ht. min.
Trees		
5		Existing Tree 'Large' / Existing Tree 'Large' Existing
8		Existing Tree 'Small' / Existing Tree 'Small' Existing
36		Ilex x 'Nellie Stevens' / Holly, Nellie Stevens Existing
10		Taxodium ascendens / Cypress, Pond 3 in cal min
Landscape Accessories		
86.08 Sq/Ft		Large Texas Native River Rock

N
W E
S
0 10 20 40
1" = 20'

REGISTERED LANDSCAPE ARCHITECT
DAVID L. GARRISON
1825
STATE OF TEXAS
7-27-2023

DAVID L. GARRISON
Landscape Design Studio
4445 Eldorado Drive
Plano, Texas 75093
214-668-4163
david@iPlanLandscapes.com

LANDSCAPE DESIGN STUDIO

LANDSCAPE PLAN

ELM RIDGE CROSSING
FM 720 and FM 423
Little Elm, Texas

REVISIONS:
7-27-2023

DATE:
6/14/2023

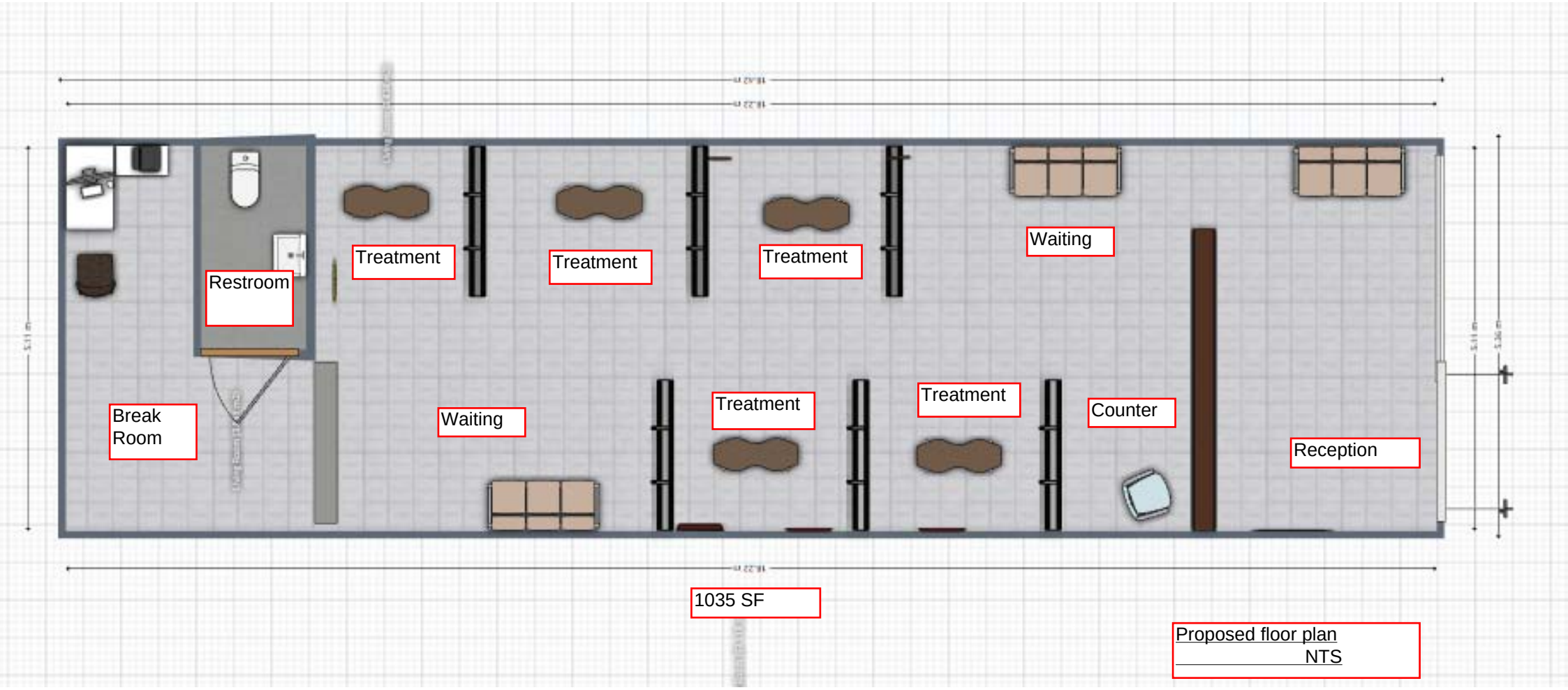
JOB NUMBER:
230614b

DRAWN BY:
David G

CHECKED BY:
N/A

SCALE:
1" = 20'

SHEET:
LS - 1



Proposed floor plan
NTS