



**SPECIAL MEETING
OF THE TOWN COUNCIL**

Tuesday, May 14, 2024

6:00 PM

Little Elm Town Hall

100 W Eldorado Parkway, Little Elm, TX 75068

1. **Call to Order Council Workshop at 6:00 p.m.**
 - A. Present and Discuss **Proposed Updates to the Little Elm Governance Policy.**
 - B. Present and Discuss **Summer Calendar Dates.**
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 - C. Items to be Withdrawn from Consent Agenda.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.**

4. **Public Comments**

Persons may address the Town Council on any issue for up to three (3) minutes. 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 April 16, 2024, Regular Town Council Meeting.**

B. Consider Action to Approve the **Quarterly Investment Report for the Period ending March 31, 2024.**

C. Consider Action to Approve **Ordinance No. 1755 Amending the FY 2023-2024 Annual Budget in accordance with Existing Statutory Requirements; Appropriating the Various Amounts Herein; Repealing all prior Ordinances and Actions in Conflict Herewith; and Providing for an Effective Date.**

D. Consider Action to Approve the **Unaudited Quarterly Budget to Actual Report for the Quarter Ending March 31, 2024.**

- E. Consider Action to Approve **Ordinance No. 1756 Amending Chapter 2, Article IV-Finance of the Code of Ordinances.**
 - F. Consider Action to Approve an **Interlocal Agreement between the Town of Little Elm and Denton County to Establish a Fire/Arson Task Force.**
 - G. Consider Action to Approve an **Agreement for Fireworks to be sold on the Limited Purpose Annexation (LPA) Property for the purpose of Collecting Sales Tax during the Season of June 18, 2024 - July 4, 2024.**
 - H. Consider Action to Approve **Resolution No. 0514202402 Confirming that Properties Annexed by the Town for Limited Purposes are Not Zoned and are Not Subject to the Town's Zoning Regulations.**
 - I. Consider Action to Approve a **Professional Services Agreement with Geotex Engineering for Construction Materials Testing for the Public Safety Annex Project.**
 - J. Consider Action to Approve **Resolution No. 0514202404 and a Local On-System Improvement Project Agreement with the Texas Department of Transportation regarding the Main Street Traffic Signal Project.**
 - K. Consider Action to Approve the **Second Amended Administrative Services Agreement between the Town of Little Elm and Little Elm Economic Development Corporation (EDC).**
 - L. Consider Action to Approve the **Termination of Ground Lease Purchase Agreement between Little Elm Hospitality, LLC and Little Elm EDC.**
 - M. Consider Action to Approve the **Participation Agreement between TwoBricks Partners, LLC and Little Elm EDC for Retail Pad Sites located at 303 E Eldorado Parkway and 305 E Eldorado Parkway.**
6. **Regular Items.**
- A. Present, Discuss and Consider Action on **Resolution No. 0514202401 Canvassing the Returns and Declaring the Results of a General Election held on Saturday, May 4, 2024, for the Following Purposes: Elect a Mayor for a Three (3) Year Term; Elect One (1) Town Council Member from Place 3 for a Three (3) Year Term; Making Other Declarations and Finding Other Matters in Connection with the Said Elections as Set Forth Herein; Finding that All Matters Set Forth Herein are True and Correct; and Providing for an Immediate Effective Date.**

- B. Present the **Certificate of Election and Administer the Statement of Officer and Oath of Office for Curtis J. Cornelious, Mayor.**
- C. Present the **Certificate of Election and Administer the Statement of Officer and Oath of Office for Ken Eaken, Council Member Place 3.**

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

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

8. **Reconvene into Open Session**

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

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

9. **Adjourn.**

Pursuant to the Texas Open Meeting Act, (Chapter 551, Texas Government Code), one or more of the above items will be taken or conducted in open session following the conclusion of the executive closed session.

Persons with disabilities who plan to attend this meeting and who may need auxiliary aide of service such as interpreters for the hearing impaired, reader or large print are requested to contact the secretary at 214-975-0452 two days prior to the meeting so appropriate arrangements can be made.
BRaille IS NOT PROVIDED.

Respectfully,

Town Secretary

This is to certify that the above notice was posted on the Town's website this 10th day of May 2024 before 5:00 p.m.



Date: 05/14/2024
Agenda Item #: 1. A.
Department: Administrative Services
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Present and Discuss **Proposed Updates to the Little Elm Governance Policy.**

DESCRIPTION:

The Mayor and staff are bringing forward proposed updates to the Little Elm Governance Policy. The Mayor is proposing an additional liaison assignment of Deputy Mayor Pro Tem, and staff is proposing language related to travel and training.

The proposed updates can be found in the attached red-line version of the policy.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff requests direction from Town Council.

Attachments

Little Elm Governance Policy - Red-line



LITTLE ELM GOVERNANCE POLICY

FORM OF GOVERNMENT

Refer to Section 2.01 in Form of Government and Powers in the Little Elm Code of Ordinances.

PURPOSE

The Little Elm Town Council, including Council Members and the Mayor, is the governing body for the Town of Little Elm. Therefore, it must bear the initial responsibility for the integrity of governance. The Council is responsible for its own development (both as a body and as individuals), its own discipline and its own performance. By adopting this policy, the Council acknowledges its responsibility to each other, to the professional Staff, and to the public.

GOVERNANCE GUIDELINES

The Town Council will govern the Town in a manner associated with a commitment to the preservation of the values and integrity of representative local government and democracy, and a dedication to the promotion of efficient and effective governing. The following statements will serve as a guide and acknowledge the commitment being made in this service to the community.

The Town Council shall:

- be responsive to the needs of the residents and the Little Elm Community by providing pro-active visionary and strategic leadership and focusing on the future rather than the past;
- recognize its responsibility to the future generations by developing goals that address the interrelatedness of the social, cultural, and natural characteristics of the community;
- be fiscally responsible with the taxpayer's dollars;
- communicate and serve with respect, dignity and courtesy in relations with Staff, all Council Members, members of the boards, commissions, committees, and the public;
- endeavor to keep the community informed on municipal affairs and encourage communication between residents and the Town Council;
- strive to develop strong working relationships among Little Elm, Denton County, Little Elm ISD, Frisco ISD, Denton ISD, Little Elm Chamber of Commerce, and other community and civic organizations;
- be committed to improve the quality of life for the individual and the community; and
- be dedicated to the faithful stewardship of the public trust and seek to improve the quality and image of public service.

GOVERNANCE PRINCIPLES

The office of elected official is one of trust and service to the residents of Little Elm. This position creates a special responsibility for the Little Elm Council Members, and the following principles shall govern the conduct of each Council Member. A Council Member shall:

- be loyal to the interests of the residents of Little Elm, superseding conflicting loyalty to advocacy or interest groups, membership on other boards, employment with other organizations, and personal interests as an individual resident of the Town;

- be dedicated to the highest ideals of honor and integrity in all public and personal relationships and conduct themselves, both inside and outside the Town's service, so as to give no occasion for the distrust of their integrity, impartiality or of their devotion to the best interests of the Town and the public trust, to merit the respect and confidence of the residents of Little Elm;
- refrain from any activity or action that may hinder the ability to be independent, objective, and impartial on any matter coming before the Council, such as accepting gifts or special favors;
- not condone any unethical or illegal activity, such as using confidential information for personal gain or misusing public funds or time;
- recognize that public and political policy decisions, based on the approved Strategic Plan, are ultimately the responsibility of the Town Council;
- comply with the Town's Ethics Ordinance (Chapter 2 Article VI of the Little Elm Code of Ordinances) and other applicable rules and state laws governing the conduct of elected officials; and
- conduct business in open meetings for transparency and direct accountability to the residents of Little Elm.



TOWN COUNCIL

MAYOR: ROLES AND RESPONSIBILITIES

The Mayor presides at Council meetings and formally exercises a legislative role equal to that of his or her colleagues. In conjunction with legislative roles, the Mayor may be involved in the preparation of the Council agenda. The Mayor is a member of the Town Council with a vote equal to other members. As part of his or her role, the Mayor shall perform the following duties:

- Preside over the Town Council and serve as the Chair at meetings
- Work to minimize conflict between Council Members and seek to accommodate common ground and consensus among Members when possible
- Represent the Town in meetings with other governmental entities, businesses, community groups, developers, and other entities but realize that the Town is not obligated to any course of action without consideration from the full Council
- Ensure that all members of the Council have the opportunity to be heard during discussion of issues or agenda items
- Issue proclamations to provide groups or individuals special recognition

COUNCIL MEMBER: ROLES AND RESPONSIBILITIES

The main responsibility of the Town Council is to make policy. By definition, a policy is a course of action for a community. The Town Council serves as the legislative body and adopts policies that determine the broad functions of the Town of Little Elm. The Council has the power to enact ordinances and policies, consistent with state law, usually through the enactment of ordinances and resolutions. In the process of policy making the Council shall:

- Focus on the Vision, Strategic Goals, and Long Term Objectives identified in the Council Strategic Plan
- Analyze community needs, program alternatives, and available resources and arrive at meetings well-informed and prepared
- Make timely and courageous decisions
- Make decisions based on community goals and interest, and not based on personal or political ambitions
- Provide the Town Manager clear direction and expectations to achieve Town goals and objectives
- Give the Town Manager adequate authority to take administrative actions and not interfere with personnel decisions or management functions of the Town
- Hold the Town Manager responsible for the administration of Council policies
- Participate in meetings

MAYOR PRO TEM: ROLES, RESPONSIBILITIES, AND SELECTION

Within 30 days of the General Election, 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. The term shall be for a period of one year and approved by resolution. The Mayor Pro Tem will be selected using the same process as the Council Liaison appointments.

DEPUTY MAYOR PRO TEM: ROLES, RESPONSIBILITIES, AND SELECTION

Within 30 days of the General Election, the Town Council shall elect one of its Members as Deputy Mayor Pro Tem, who shall perform the duties of Mayor in the case of the absence or inability of the Mayor and Mayor Pro Tem 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. The term shall be for a period of one year and approved by resolution. The Deputy Mayor Pro Tem will be selected using the same process as the Council Liaison appointments.

COUNCIL LIAISON: ROLES, RESPONSIBILITIES, AND SELECTION

Within 30 days of the General Election, the Council shall select its liaisons to boards, commissions, or committees. Liaisons shall serve a term of one year. Prior to each selection process, each Council Member shall submit a questionnaire expressing their desired appointments, qualifications, and availability. The Mayor may put forth a proposal of appointments to the Council using information received from the questionnaire. The Council will receive the proposal and the results from the questionnaire prior to the meeting where appointments are considered. No more than two Council Members including the Council Liaison shall serve on each board, commission, and/or committee at one time. Council Liaisons should review the agendas of their board, commission, or committee, understand its projects and activities, and provide reports to the Town Council as necessary. The Council Liaison shall:

- Serve as the primary contact and two-way communications channel between Council and the board, commission, or committee
- Help resolve questions the board, commission, or committee may have about the role of Council, the Council's goals and objectives, municipal government, and the board, commission, or committee
- Establish formal or informal contact with the chairperson of the board, commission, or committee and effectively communicate the role of the liaison
- Provide procedural direction and relay Council's position or previous action to the board, commission, or committee, and communicate to the board, commission, or committee that the liaison's role is not to direct the board, commission, or committee in its activities or work
- Serve as Council contact rather than as an advocate for or ex-officio member of the board, commission, or committee
- Identify and help resolve any problems that may exist with respect to the functioning of the board, commission, or committee
- Facilitate training of new board, commission, or committee members by providing suggestions and relevant information to the Town staff members responsible for providing such training
- Attend board, commission, and/or committee meetings and report back on performance of board members to the Town Council

ATTENDANCE REQUIREMENTS

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 the Charter or by State law, or if the official violates any express prohibition of this section or any other provision of the 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. (Town Charter, Section 3.05)

TRAINING AND MEMBERSHIPS

The Town Manager's Office shall coordinate and facilitate the orientation of new Council Members and continuing education for the Mayor and Council Members. Each Council Member should make their best attempt to attend one seminar per year. First-time office holders are encouraged to attend trainings specifically related to newly elected officials.

~~Funds are budgeted on an annual basis for the Mayor and Council Members to attend the annual Texas Municipal League conference. Subject to the annual adoption of the budget, \$3,000 is allocated for each Council Member and \$5,000 is allocated for the Mayor for travel, training, individual memberships, and events related to their position on the Town Council, and for new Council Members to attend the Newly Elected Officials training.~~ Town staff will register the Mayor and/or Council Members that are interested in attending these events. The Town will cover the following expenses, if applicable:

- Registration
- Lodging
- Airfare
- Mileage Reimbursement
- Per Diem for Meals
- Rideshare Reimbursement

~~These funds are not eligible to be used for private business purposes or political fundraisers. However, they can be used for non-profit organizations where the Council Member is acting in their official capacity.~~

The Town will not cover ticketed events for social or recreational activities at a training or conference. A complete list of non-allowable expenses is included in the Town's Personnel Policy Manual, section 2.16 – Travel Policy.

~~If a Council Member spends all of their funds but expresses an interest is expressed in additional travel, training, individual memberships, and/or events related to their position on the Town Council, an additional training or conference and there are funds available,~~ the request must be brought forward to the Council for approval. The Mayor and/or Council Member shall email Town staff to place the item on an agenda for discussion and consideration.

Town-wide ~~and individual Council Member~~ memberships will be brought forward to Town Council. The Mayor and/or Council Member shall email Town staff to place the item on an agenda for discussion and consideration.

REQUEST PROCESS FOR THE COVE AT THE LAKEFRONT™

If the Mayor and/or Council Members desire to request passes and/or rentals for The Cove at the Lakefront™ for non-profit organizations or donations, they shall contact the Town Manager's Office. The Mayor and each Council Member are able to request one (1) package per fiscal year that includes 5 passes and 1 weekday cabana rental. Complimentary passes are not intended for personal use.

TICKETS FOR TOWN EVENTS

From time to time, it may be necessary to provide the Council with complimentary tickets to Town events

so that the members can perform their official duties, volunteer, or interact with stakeholders. The use of complimentary tickets shall be outlined in the Town's Special Events policy. All requests should be coordinated through the Town Manager's Office.

USE OF TOWN FACILITIES AND AMENITIES

The use of Town facilities and amenities by Council Members shall be limited to official Town-related duties. However, from time to time, Council Members may request use of Town facilities for community purposes. All requests for use of Town facilities and amenities shall be coordinated through the Town Manager's Office.

GUIDELINES FOR INTERACTION BETWEEN MAYOR AND COUNCIL

The Mayor and Town Council members must work as a team and maintain positive and effective relationships with each other in order to provide effective governance to the Little Elm community. It is the duty of the members to promote dialogue; frank, honest, and open communication; consensus; and a good governing environment in which Council Members, including the Mayor, as well as Town staff members can better fulfill their roles as public servants. The Mayor and Council shall treat one another with respect both in Council meetings and in the community. Refrain from undermining your constituents in community forums or discussions with residents, seek to keep one another informed, and avoid hidden agendas. In order to promote a team-oriented environment of professional conduct, the Council shall:

- Refrain from yelling, name calling, and personal attacks
- Act within legal and ethical guidelines
- Avoid grandstanding or promoting a personal agenda
- Be brief and concise
- Consider an issue, debate it, vote on it, and move on without letting issues carry over
- Look for common ground before seeking out disagreements
- Agree to disagree, when necessary
- Treat everyone with respect and elude resentment

MAYOR AND COUNCIL ROLES IN THE COMMUNITY

The Mayor and Town Council Members serve as a resource to citizens, as well as representatives of citizen preferences. Each stakeholder should feel they are treated with respect, that their voice is heard, and that the Town has handled the interaction with efficiency. If the Town or Council is unable to meet a stakeholder's needs, the citizen or business representative should leave better educated and with an understanding of the barriers the Town faces. In order to facilitate this, Council Members should:

- Treat citizens and stakeholders with respect
- Act within the roles defined above and in the Town Charter and remain accountable to citizens
- Keep open communication with citizens, and listen and understand concerns before responding
- Be accessible to citizens and the Town of Little Elm community overall
- Serve as an advocate for the Town and the decisions made by the Council
- Become familiar with the community and its needs
- Develop strong working relationships with partners, such as citizens or organizations who serve on Boards or Commissions, publicly support and defend the will of Council, rather than one's individual

preferences

DECISION-MAKING GUIDELINES

Each decision must be made by considering what is best for the municipality as well as the public interest and shall incorporate, to every extent, the overall fundamental approach to democratic governance. Including specialists in various fields and soliciting the opinion of citizen committees may be necessary for reaching a consensus, particularly when introducing new policies or making significant policy change. It is of the responsibility of the Council, as representatives, to convey the preferences of citizens but ultimately to make a decision on what is best for the Town. Any special interest or special interest group impartial to public concerns must not take precedence on any agenda. Decision-making should take place in accordance with:

- The adopted Strategic Plan
- Utilizing an unbiased approach
- Developing well thought out means to achieve the good of the public
- A focus on the issue at hand rather than personalities
- Comprehensive understanding of all sides of the issue before issuing a judgment
- Council members should always ask, "Is this consistent with Council's adopted Strategic Plan?"

GUIDELINES FOR COUNCIL INTERACTION WITH ADMINISTRATIVE STAFF

Employees should feel as though they are valuable and important to executing the will of the people. Council Members should remain professional and never exceed the authority and relationship guidelines outlined in the Town Charter. The Town Manager should be aware of all requests to town employees, as these employees do not report to Council Members directly.

If a Council Member questions a decision, he or she shall immediately take that concern or disagreement to the Town Manager in a confidential and diplomatic format. Likewise, the Town Manager shall agree to the same commitment. Respect for each other shall remain constant.

- Council Members must not give orders to department heads or to other town employees. If the Council needs operational information, the Town Manager will provide appropriate information in a timely fashion, either directly or through other Town staff
- Action items requested by Council Members of Town employees shall be channeled through the Town Manager's office. A Council Member may make an informational request of a Town employee directly; however the Town Manager should be aware of all communication and copied on all emails
- Council Members should not harass or make unreasonable inquiries of Town employees
- The Town Manager will intervene if such activities are taking place
- Requests for meetings with Town staff shall be coordinated through the Town Manager
- Members of the Town Council do not have the authority to terminate or discipline Town employees other than those who they are responsible for under the Town Charter. Termination and discipline decisions are the sole responsibility of the Town Manager

BEHAVIORAL GUIDELINES AND SOCIAL MEDIA

The Mayor and members of the Town Council shall always remember they are representatives of the Town of Little Elm at all times and in all circumstances, and, as public officials, their actions are a direct reflection

of the Town. Elected officials shall conduct themselves in a professional manner and not engage in any behavior that will paint the Town in a negative light. The Mayor and members of the Town Council are expected to:

- Conduct themselves with dignity
- Refrain from any behavior that may cause embarrassment to the Town
- Refrain from any activity that may give the perception of impropriety or unethical behavior
- Refrain from social media activities that are profane, untruthful, or unnecessarily argumentative
- Refrain from posting or reposting (forwarding) information on social media before facts are verified or an issue has been researched
- Keep it G rated, if there is any question, the answer is probably NO

ETHICAL RESPONSIBILITIES AND CONFLICT OF INTEREST

Representatives of the Town of Little Elm have a strong ethical responsibility. The Mayor and Council shall be aware of Little Elm's Ethics Ordinance and ensure that they maintain compliance. Officials should also refrain from activities that may be perceived as unethical in nature.

All members of the Town Council, Boards, Commissions, and Corporations shall be familiar with the requirements of the Town's Ethics Ordinance. The Code of Ethics is located on the Town's webpage (Little Elm Code of Ordinances, Article VI. Code of Ethics), or a copy can be requested through the Town Manager's Office.

Below are some ethical dilemmas to avoid:

- Using the position as an elected official to secure special privileges or exemptions for himself, herself, or others
- Directly or indirectly, giving or receiving any compensation, gift, gratuity, or reward from any sources, except the employing city, for a matter related to the official's services
- Accepting employment or engaging in business that the employer might reasonably expect would require the elected official to disclose confidential information acquired due to his or her position as an elected official
- Disclosing confidential information gained due to position as an elected official, or use of such information for personal gain

AGENDA RULES AND MEETING PROTOCOL

The Town Council Agenda is the official working guide from which the Council conducts its regular and special meetings. The Agenda, which is prepared by the Town staff and in consultation with the Mayor includes items that require Council action and that deal with policy issues that require Council review and discussion.

Items are usually placed on the agenda at the request of the Town staff. Council Members can work with the Town Manager to have an item placed on the agenda. Below are general guidelines & protocols for meetings and inquiries:

AGENDA ITEM INQUIRIES

| | |
|----------------------------------|---|
| Contact: | • Town Manager's Office |
| Best Method of Communication: | • Email and/or Phone |
| Basic Guidelines/Considerations: | <ul style="list-style-type: none"> • Questions regarding specific agenda items should be provided to the Town Manager prior to the meeting so that appropriate time is provided for any research • The Town Manager may consult with the Town Attorney or other Town staff and will provide feedback as quickly as possible |

REQUEST FOR A NEW AGENDA ITEM

| | |
|----------------------------------|--|
| Contact: | • Town Manager's Office |
| Best Method of Communication: | • Email and/or Phone |
| Basic Guidelines/Considerations: | <ul style="list-style-type: none"> • Contact the Town Manager or present the request at a Council workshop • The Town Manager may consult with the Mayor regarding the request • Requests for agenda items shall occur no later than noon on the Wednesday preceding the Council meeting. |

OPEN MEETINGS ACT

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|----------------------------------|---|
| Basic Guidelines/Considerations: | <ul style="list-style-type: none"> • The Open Meetings Act generally applies when a quorum of a governmental body is present and discusses public business • By State Law, the Town Council Agenda must be posted 72 hours in advance of the meeting • A governmental body must post notice of an open meeting when it receives a briefing from staff unless a specific statutory exception allows an executive session • The Town Manager will consult with the Town Attorney if direction is needed |
| Training: | <ul style="list-style-type: none"> • Elected and appointed public officials are required by State Law to receive training in Texas open government laws. Online training can be obtained by visiting the Texas Attorney General's Website: https://www.texasattorneygeneral.gov/faq/og-open-government-training-information |
| Reference: | <ul style="list-style-type: none"> • Texas Government Code § 551.001 (4)(A) |

PARLIAMENTARY AUTHORITY

Basic Guidelines/Considerations:

- Roberts Rules of Order shall be consulted regarding parliamentary procedure
- Town Secretary, Town Attorney, and Town Manager can be consulted for questions regarding parliamentary procedure

Reference:

- Roberts Rules of Order Newly Revised, Latest Edition

GENERAL COUNCIL MEMBER COMMUNICATION PROTOCOL

The following protocols can help guide elected officials regarding communications with constituents and staff. In some cases, some basic considerations will help guide the Council Member on the best course of action. The information in the following section is general in nature. If there are any questions or if clarification is needed please consult the Town Manager for additional information.

BASIC INFORMATION REQUEST (Information Easily Accessible)

Contact:

- Town Manager's Office

Best Method of Communication:

- Email and/or Phone

Basic Guidelines/Considerations:

- Give clear and concise expectations
- Provide an outline for the information desired
- Provide a timeline for the request

INFORMATION REQUEST REQUIRING RESEARCH

Contact:

- Town Manager's Office

Best Method of Communication:

- Email and/or Phone

Basic Guidelines/Considerations:

- Same steps as the "Basic Information Request"
- Future Council Agenda Item for direction/action for Town Manager

COUNCIL POLICY INITIATIVE

Contact:

- Town Manager's Office
- Mayor

Best Method of Communication:

- Email and/or Phone

Basic Guidelines/Considerations:

- Contact the Mayor and Town Manager's Office concerning the policy initiative for consideration
- Provide as much detail as possible

PROCLAMATION REQUEST

Contact:

- Town Manager's Office

Process:

- Submit online form at least one month in advance of the date the proclamation is needed. Mayor has final approval.

COUNCIL COMMENDATION

Contact:

- Town Manager's Office
- Mayor

Best Method of Communication:

- Email

Basic Guidelines/Considerations:

- Contact the Mayor and Town Manager's Office concerning the recognition for consideration.
- Provide as much detail as possible.

COMMUNICATION: COUNCIL AND ADMINISTRATIVE STAFF

Communication from Administration:

- Communication from Town staff and administration goes to Mayor and all Council Members through the Town Manager's Office

Communication to Administration:

- Communications from Mayor & Council to staff administration goes through the Town Manager and not directly to members of the staff

STAFF CONTACT

Employee Initiated:

- Send communication to Town Manager
- Refer to section regarding communications with staff

Council Initiated:

- Beware of legal violation (State Law)

COMMUNICATION: EMAIL

General:

- If responding, do not copy other Council Members
- If directed to the Mayor & Council, the Mayor will respond "On behalf of: Mayor & Council"
- Each individual has a choice:
 - Whether to respond or not
 - Method of the response

Consideration:

- Written communication, including emails, can be requested via the Texas Open Records Act
- Any deliberation or discussion should take place in a compliant meeting and not through email communication

Reference:

- Texas Government Code § 552
- Little Elm Governance Policy
Adopted 11/07/2023



BOARDS, COMMISSIONS, AND COMMITTEES

STAFF AND COUNCIL RELATIONS WITH ADVISORY BOARDS, COMMISSIONS, AND COMMITTEES

Staff support and assistance may be provided to advisory boards, commissions, and committees. Advisory bodies, however, do not have supervisory authority over Town employees. While Staff may work closely with advisory bodies, Staff members remain responsible to their immediate supervisors and, ultimately, the Town Manager. The members of the commissions, boards, or committees are responsible for the functions of the advisory body. The chairperson is responsible for committee compliance with the municipal code and/or bylaws. Staff members are to assist the advisory boards to ensure appropriate compliance with the Charter, ordinances, state and local laws, and regulations.

Staff support includes: preparation of an agenda; preparation of reports providing a brief background of the issues, a list of alternatives, recommendations, and appropriate backup materials, if necessary; and preparation and maintenance of permanent minutes of advisory body meetings. Advisory body members should have sufficient information to reach decisions based upon a clear explanation of the issues. It is important to note that Town Staff seeks to not influence boards, commissions, and committees in their decision making process. Staff should provide information on options considered along with a summary of pros and cons of each option. Staff should provide any prior direction by Town Council on a particular issue to any board, commission, or committee considering the issue.

The role of the Town's boards, commissions, and committees is to perform the specific functions established in state statutes, Town ordinances, resolutions, or minute orders as applicable and to advise the Town Council about the topics assigned.

If a Council Member attends a meeting of a board, commission, or committee, the member shall not take part in the meeting nor address the board in any manner, whether by questions or statements. A Council Member shall not attempt to influence the decisions of boards, commissions, and committees, either directly or indirectly, nor express an opinion to a board, commission, or committee about its actions unless at a Town Council meeting. This policy provision does not apply to a Council Member who is participating as a duly appointed member of a board, commission, or committee.

All instructions to board, commissions, and committees by the Town Council shall be in writing or made on the record at a Town Council meeting.

CURRENT BOARDS AND COMMISSIONS

The Planning & Zoning Commission is the primary advisory board to the Town Council on development issues. These land use matters include rezoning requests, ordinance revisions, approving plats, comprehensive planning, tree preservation, and other issues regarding new growth and existing development in the Town and extraterritorial jurisdiction (ETJ).

The Board of Adjustment (BOA) consists of five members and is a quasi-judicial board. It is not a legislative body; thus, it has no authority to amend ordinances, create new laws, nor grant use variances. The board conducts hearings and makes determinations on requests for variances from and special exceptions to the Town of Little Elm Zoning Ordinance, as specified in the ordinance. Historically, the board has made rulings on substandard buildings and amortization cases, although recent state law changes may require revisions to procedure and venue. The board also has the authority to hear and decide appeals where it is alleged that there is an error in an order, requirement, decision, or determination made by any administrative official of the town in the enforcement of the Zoning Ordinance.

The Little Elm Animal Shelter Advisory Committee make recommendations to animal services regarding policies and procedures of the animal shelter operations, making recommendations to town council on

revisions to chapter 18 (Animals) of the Little Elm Code of Ordinances, making recommendations to town council on revisions to applicable fees, and general discussion of animal related issues within the town.

TYPE A/ TYPE B CORPORATIONS

Type A/ Type B Corporations exist in the Town of Little Elm to further growth and development in the community. The board members of the corporations are appointed by Town Council and, while they serve in an autonomous fashion, are expected to uphold the goals and objectivities identified by the Council and the adopted Strategic Plan.

If either corporation utilizes Town staff for administrative purposes, Staff members remain responsible to their immediate supervisors and, ultimately, the Town Manager. If either corporation hires its own staff, those staff members are responsible to the board of directors.

The Little Elm Economic Development Corporation (EDC, 4A) is charged with attracting new commercial business, new tourism opportunities and new jobs to Little Elm.

The Little Elm Community Development Corporation (CDC, 4B) is tasked with the promotion and development of new or expanded business enterprises, parks, and other community projects.

COUNCIL APPOINTED COMMITTEES

From time to time, Council will appoint advisory committees and/or task forces on specific topics to offer citizens an extraordinary opportunity to participate in the Town's governmental affairs and influence public policy in many areas.

ROLES AND RESPONSIBILITIES

Board, Commission, and Committee Members shall:

- Focus on the Vision, Strategic Goals, and Long Term Objectives identified in the Council Strategic Plan
- Analyze community needs, program alternatives, and available resources and arrive at meetings well-informed and prepared
- Make timely and courageous decisions that are based on community goals and interest, and not based on personal or political ambitions
- Participate in meetings



Date: 05/14/2024
Agenda Item #: 1. B.
Department: Administrative Services
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Present and Discuss **Summer Calendar Dates.**

DESCRIPTION:

Town staff will discuss Council's availability for summer meetings.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff requests direction from Town Council.



Date: 05/14/2024
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 April 16, 2024, Regular Town Council Meeting.**

DESCRIPTION:

The minutes from the April 16, 2024, regular Town Council meeting are attached for approval.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Minutes - April 16, 2024

DRAFT

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

REGULAR TOWN COUNCIL MEETING TUESDAY APRIL 16, 2024 - 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 Andrew Evans; Council Member Michel Hambrick

Absent: Council Member Lisa G. Norman

Staff Caitlan Biggs, Director of Administrative Services/Town Secretary; Jennette Espinosa, Executive
Present: Director; Joe Florentino, Assistant Town Manager; Matt Mueller, Town Manager; Chad Hyde, Director of Community Services; Doug Peach, Deputy Town Manager; Fred Gibbs, Director of Development Services; Jason Shroyer, Director of Public Works; 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 6:01 p.m.

A. Present and Discuss an **Update on the Town's Capital Improvement Program.**

Town Manager Matt Mueller gave an overview of the item in the attached presentation.

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

A. Invocation.

Mayor Pro Tem Jamell Johnson gave the invocation.

B. Pledge to Flags.

C. Items to be Withdrawn from Consent Agenda.

None.

- D. Emergency Items if Posted.

None.

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

None.

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

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

Town Manager Matt Mueller gave a recap of recent events hosted by the Town.

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

None.

3. **Presentations.**

- A. Present a **Proclamation Declaring May 2024 as Mental Health Month and May 10, 2024 as Children's Mental Health Awareness Day.**

The Mayor presented the proclamation.

- B. Present a **Proclamation Declaring April 22, 2024 as Earth Day.**

The Mayor presented the proclamation.

- C. Present a **Proclamation Recognizing April 24, 2024 as Armenian Genocide Remembrance Day.**

The Mayor and Council Member Andrew Evans presented the proclamation.

- D. Recognize **Keep Little Elm Beautiful** for Winning the 2024 Governor's Community Achievement Award.

The Mayor presented certificates of recognition.

4. Public Comments

Persons may address the Town Council on any issue for up to three (3) minutes. 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.

None.

5. Consent Agenda

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

Motion by Council Member Tony Singh, seconded by Council Member Andrew Evans **to approve the consent agenda.**

Vote: 6 - 0 - Unanimously

- A. Consider Action to Approve the **Minutes from the April 2, 2024, Regular Town Council Meeting.**
- B. Consider Action to Approve **Resolution No. 0416202401 Adopting a Special Events Policy for the Town of Little Elm.**
- C. Consider Action to Approve the **Town's Updated 5-Year Water Conservation and Water Resource and Emergency Management Plan.**
- D. Consider Action to Award **RFP 2024-10 for Long-Range Planning and Unified Development Code to Halff Associates in the amount of \$180,000 and Clarion Associates in the amount of \$315,000, for an estimated combined total of \$495,000, and authorization for the Town Manager to execute the agreements.**
- E. Consider Action to Award **Bid 2024-16 for Submersible Sewage Pump and Installation to Xylem Water Solutions, USA Inc. in the amount of \$63,500.**
- F. Consider Action to Approve a **Professional Services Agreement with Signature Automation to Perform Construction Inspection Services and Supervisory Control And Data Acquisition (SCADA) Programming and Interfacing for the new SCADA Control System in the Amount of \$322,186.25.**
- G. Consider Action to Award **Bid 2024-15 for Walker Median Bed Improvements to Haven Landscaping and Irrigation, in the estimated amount of \$50,015.**
- H. Consider Action to Approve an **Escrow Agreement between the Town of Little Elm and Cottonwood Creek Marina, Inc. regarding improvements to Cottonwood Park.**
- I. Consider Action to Approve the **Final Acceptance of The Lawn at The Lakefront Project.**
- J. Consider Action to Approve the **Final Acceptance of the Cottonwood and Lakeside Turf Project.**

6. Regular Items.

A. Consider Action to Approve Appointments to the Eldorado Corridor and US 380 Corridor Advisory Committees.

Motion by Council Member Andrew Evans, seconded by Council Member Tony Singh to approve **appointments to the Eldorado Corridor and US 380 Corridor Advisory Committees and appoint Council Member Michel Hambrick and District 3 Council Member to Eldorado Corridor Advisory Group and Council Member Andrew Evans and Mayor Pro Tem Jamell Johnson to the US 380 Corridor Advisory Group.**

Vote: 6 - 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.

No Executive Session.

8. Reconvene into Open Session

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

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

9. Adjourn.

Meeting was adjourned at 6:58 p.m.

Respectfully,

Caitlan Biggs
Town Secretary

Passed and Approved this 14th day of May 2024.



Date: 05/14/2024
Agenda Item #: 5. B.
Department: Finance
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to Approve the **Quarterly Investment Report for the Period ending March 31, 2024.**

DESCRIPTION:

The purpose of this item is to provide the Town Council with an overview of the Town's cash and invested balances for the fiscal period ending March 31, 2024.

BUDGET IMPACT:

Interest earnings for the second quarter of the Fiscal Year 2023-2024 were \$2,118,411 for the reporting period of January to March 2024. Year to date, the Town has reported interest earnings of \$3,820,924.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Staff Memo-2nd Qtr Investment Report
Quarterly Investment Report-Q2 FY 2023-2024

MEMORANDUM

TO: MATTHEW MUELLER, TOWN MANAGER
FROM: KELLY WILSON, CHIEF FINANCIAL OFFICER
SUBJECT: INVESTMENT REPORT FOR QUARTER ENDING MARCH 31, 2024
CC: MAYOR AND COUNCIL

Attached is the Quarterly Investment Report for the quarter ending March 31, 2024 Fiscal Year 2023-2024. This report complies with the requirements of the Town's Investment Policy and the Public Fund's Investment Act as amended. For the period ending March 31, 2024, the Town's portfolio consisted of the following investments:

| Portfolio by Type | Average Yield | Total Invested | Percent of Total |
|--------------------------------------|---------------|-------------------------|------------------|
| Money Market - Independent Financial | 5.65% | \$74,052,754.63 | 41.64% |
| TexPool/TexPool Prime/LOGIC Prime | 5.45% | 40,482,687.95 | 22.77% |
| Certificate of Deposit | 5.04% | 21,777,345.14 | 12.25% |
| US Treasury Notes | 4.73% | 19,578,125.00 | 11.25% |
| US Agency Bonds | 5.01% | 21,201,339.30 | 12.10% |
| Total Portfolio (Avg) | 5.18% | \$177,092,252.02 | 100.00% |

The Town has been actively diversifying the investment portfolio in order to minimize risk of over 50% of funds in one portfolio type as well as capturing a better yield. As interest rates are following the federal government increasing rates, the Town is actively participating in other higher yield investments. All Funds on deposit with Independent Financial are fully secured and safeguarded as well as collateralized. Total interest earned for the second quarter ending March 31, 2024 was \$2,118,411.

Total cash and investments for the period ending March 31, 2024 was \$177,092,252.02. The variance increase of \$5,789,289.73 from the last quarterly investment report is primarily due to Town's collections of property and sales tax that is received in this quarter. The cash flow is important for Finance to monitor in order to provide cash availability for expenditures while minimizing risk, preventing early redemptions of investments, and maximizing interest earnings.

The Town's current portfolio has significant resources available for same day access in order to cover normal and seasonal operational costs. The Town's investment and cash management strategy will be to maintain operational and capital needs in money market accounts and liquid asset pools but investing in other instruments in order to capitalize on interest earnings while keeping risk to a minimum. The Town's funds are swept to the above accounts and withdrawn as needed for operational cash flow requirements.

The total portfolio yield fiscal year-to-date is 5.18%. While some benchmarks to reference the US Treasury T-bill rates for 3 months is 5.23%; 1 year is 4.83%; and a 2 year is 4.12% as of the date of this report. The Town's portfolio yield at the time of this report does not exceed the 3-month benchmark but will continue to improve as we continue to invest in safe investments outlined in the Town's investment policy.

FINANCE DEPARTMENT
QUARTERLY INVESTMENT REPORT

2024 Economic Federal Reserve Rate Outlook

The big question at the January FOMC meeting was whether Fed officials would telegraph a quarter point rate cut for March. Fortunately, they were patient. Powell did acknowledge the previous six months of inflation data had been very good, but emphasized the committee would not reduce the overnight target range until it had greater confidence inflation was moving sustainably toward its +2.0% target. By the March FOMC meeting, the downtrend in inflation was on hold, confidence was waning, and committee members were tasked with revising their summary of economic projections and interest rate forecast for the first time since December.

In somewhat of a surprise given the unpleasant inflation data, the Fed's updated "dot plot" continued to show a total of 75 basis points in rate cuts in 2024, leaving the median fed funds forecast at 4.6% by yearend. The 2025 projection indicated one fewer cut, moving the yearend funds forecast up from 3.6% to 3.9% and 2026 from 2.9% to 3.1%. The committee's GDP forecast for 2024 was upped from +1.4% to +2.1%, while the 2025 growth forecast was revised from +1.8% to +2.0% and 2026 from +1.9% to +2.0%. In the Fed's mind, the likelihood of recession had faded away.

The committee acknowledged recently elevated price pressure by revising its 2024 yearend core PCE forecast higher, from +2.4% to +2.6%, although the 2025 and 2026 core inflation forecasts were unchanged at +2.2% and +2.0% respectively.

Powell was asked several questions during his March press conference about the higher than-expected inflation readings earlier this year. He responded by saying inflation was gradually coming down but repeated that the road is "bumpy," while warning that the lower base that prevailed during the second half of 2023 will make it challenging to bring the annual pace lower in late 2024.

By the end of the quarter, it was clear that the Fed would not be cutting rates in May, ... and probably not in June. Inflationary pressure had receded for a while, and then stalled. This shouldn't have been a surprise. Powell warned there would be bumps along the way. One of many upside risks to the inflation outlook is that the increase in household wealth associated with historically high home and stock market values will ignite even more consumer demand.

The monthly Bloomberg survey of economists showed a +2.4% median PCE core forecast at the end of the year, and a combined 75 basis points of rate cuts, beginning in the second quarter. This mirrors the dot plot and assumes the economy slows. The Fed's own inflation forecast indicated core PCE at +2.6% by yearend, a little less optimistic than the nation's economists, and still considerably above their +2.0% target. Given that the committee just boosted its 2024 GDP outlook, there doesn't seem to be any compelling reason to cut rates. Not yet anyway.

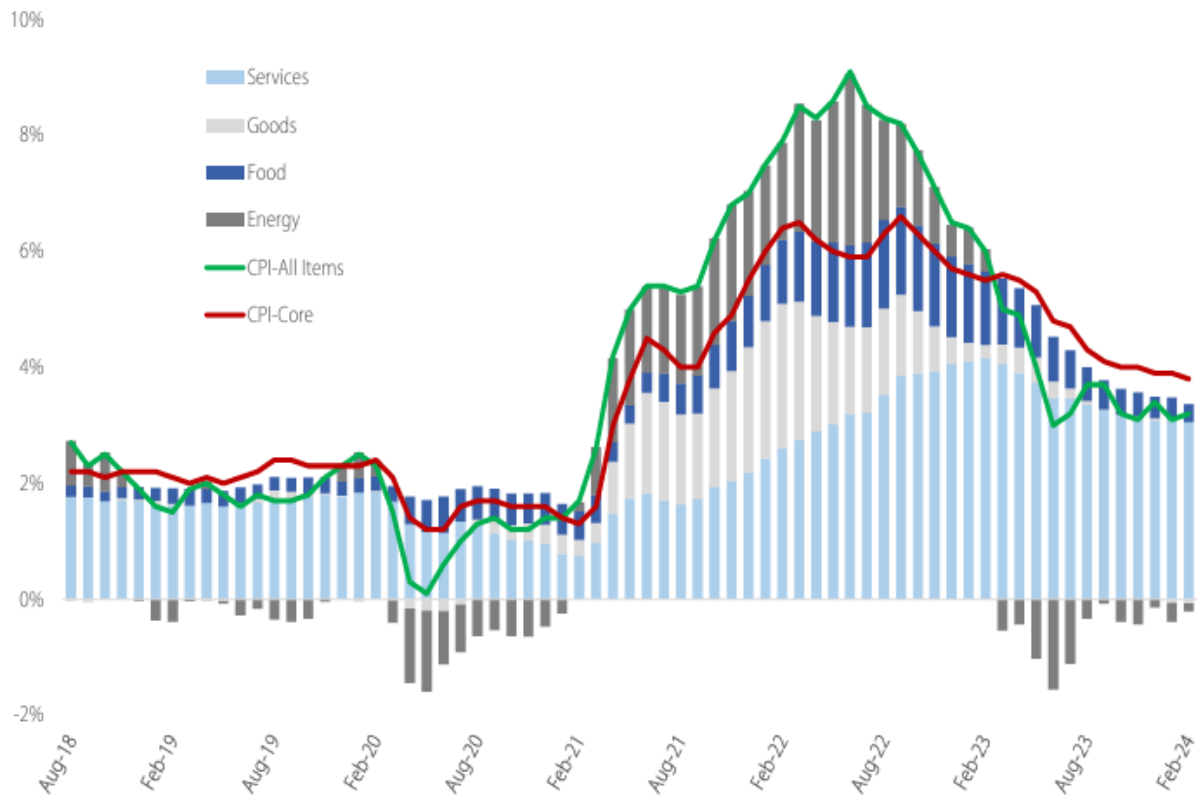
Fed Governor Chris Waller told members of the New York Economic Club in late March that he was in "no rush" to begin rate cuts. Waller pointed to "disappointing" inflation data, along with the continued strength of the U.S. economy and a resilient labor market. Nothing new there.

The concern is that Fed policymakers ease too early, inflation reemerges, and they're forced to reverse course, eroding hard-fought credibility.

FINANCE DEPARTMENT
QUARTERLY INVESTMENT REPORT

Higher pump prices and shipping costs will most certainly have increased inflationary pressure for March. With luck, shelter costs will fade enough during the month to keep the headline in check, but the Fed is likely to see at least one more uncomfortably warm CPI report.

Consumer Price Index (Year-over-Year Percent Change)



Source: Bureau of Labor Statistics

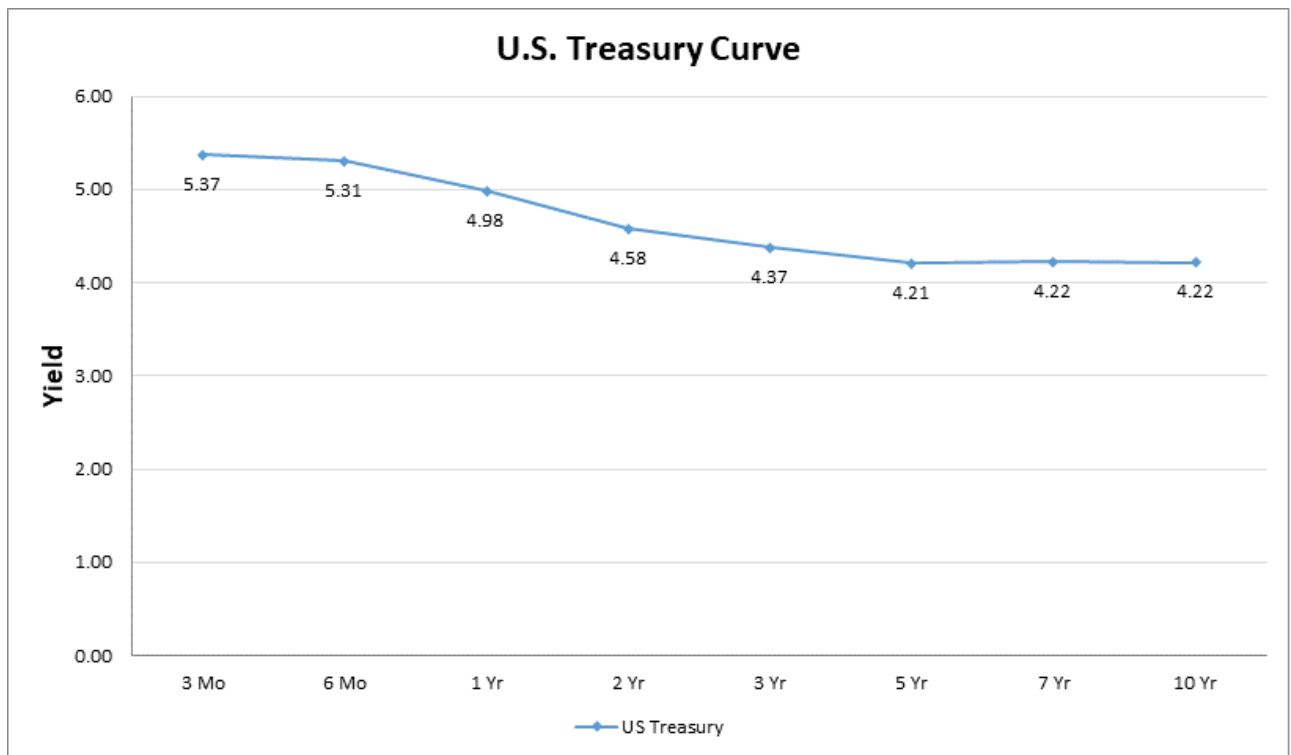
FINANCE DEPARTMENT
QUARTERLY INVESTMENT REPORT

US Home Median Sales Price (\$ Thousands)



Source: National Association of Realtors, US Census Bureau

FINANCE DEPARTMENT
QUARTERLY INVESTMENT REPORT



FINANCE DEPARTMENT
QUARTERLY INVESTMENT REPORT



Quarterly Investment Report

For the Quarter Ended

March 31, 2024

Prepared by the Town of Little Elm Finance Department

Overview of the Quarterly Investment Report

Funds on deposit with depository bank are fully collateralized.

- **YTD Cash and Investments on hand: \$177,092,252.02**
 - 41.64% in depository bank
 - 22.77% invested in Pools
 - 12.25% invested in CDs
 - 11.25% invested in US Treasury Notes
 - 12.1% invested in US Agency Bonds
- **Interest Earnings**
 - \$3,820,924 YTD
 - \$2,118,411 January-March 2024
- **Average Yield on Portfolio**
 - 5.18% YTD
 - 4.01% at end of 1st Quarter – FY 2023-2024
- **Average Yield Benchmarks**
 - 5.36% Three Month Rolling Treasury Yield
 - 5.02% One Year Rolling Treasury Yield
 - 5.45% TexPool/Logic Average Yield
- **Certification of Investment Policy (Government Treasurers' Organization of Texas)**
 - Awarded for 2-year period ending April 30, 2026

The investment portfolio of the Town of Little Elm is in compliance with the Public Funds Investment Act and the investment Policy and Strategies.

Kelly Wilson

Kelly Wilson, Chief Financial Officer

Betty Pamplin

Betty Pamplin, Assistant Director of Finance

TOWN OF LITTLE ELM

Investment Portfolio Summary

Quarter Ending 3/31/2024



| PERFORMANCE | | 12/31/2023 | 3/31/2024 |
|--------------------------|--|------------|-----------|
| Yield to Maturity @ Cost | | 5.01% | 5.18% |
| TREASURY | | | |
| 3 Month | | 5.33% | 5.36% |
| 1 Year | | 4.76% | 5.02% |
| 2 Year | | 4.25% | 4.62% |

Investment Policy Compliance

| Authorized Investments | Compliance |
|-------------------------------------|------------|
| Certificate of Deposit Negotiable | Yes |
| Commercial Paper | Yes |
| Guaranteed Investment Contracts | Yes |
| Local Government Investment Pools | Yes |
| Municipal Bonds Texas | Yes |
| Municipal United States | Yes |
| Mutual Funds | Yes |
| Repurchase Agreements | Yes |
| US Agency | Yes |
| US Treasury | Yes |

| | Days | Compliance |
|--|------|------------|
| Maturity Range not to exceed 5 Years | 172 | Yes |

MISSION

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 Town’s portfolio shall be designed and managed in a manner responsive to the public trust and consistent with local, state and federal law.

The Town of Little Elm, Texas, is in full compliance with the investment policy and strategy, and the Public Funds Investment Act | Chapter 2256.005 (n), Government Code, Section 404.024.

Kelly Wilson

Kelly Wilson, Chief Finance Officer

Betty Pamplin

Betty Pamplin, Assistant Director of Finance

TOWN OF LITTLE ELM

Investment Portfolio Summary

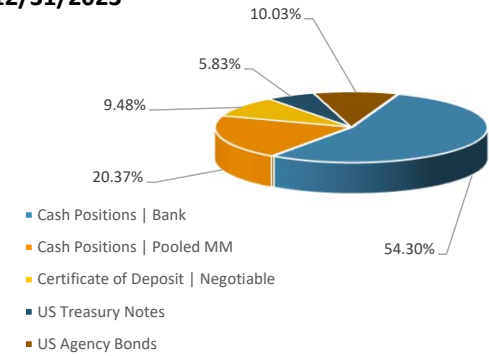
Quarter Ending 3/31/2024



Investment Policy Compliance

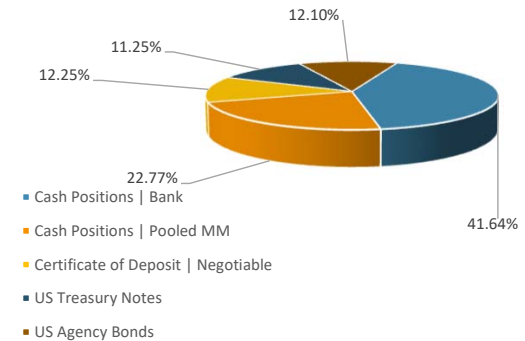
| Asset Category | % of Portfolio | YTM @Cost | Days to Maturity | Par Value | Book Value | Market Value |
|-------------------------------------|----------------|--------------|------------------|-----------------------|-----------------------|-----------------------|
| Cash Positions Bank | 54.30% | 5.65 | 1 | 93,184,577.44 | 93,184,577.44 | 93,184,577.44 |
| Cash Positions Pooled MM | 20.37% | 5.52 | 1 | 34,950,677.78 | 34,950,677.78 | 34,950,677.78 |
| Certificate of Deposit Negotiable | 9.48% | 5.09 | 321 | 16,272,000.00 | 16,272,000.00 | 16,289,745.07 |
| US Treasury Notes | 5.83% | 4.43 | 194 | 10,000,000.00 | 9,759,397.54 | 9,809,950.00 |
| US Agency Bonds | 10.03% | 4.35 | 103 | 17,210,000.00 | 17,041,189.94 | 17,068,012.00 |
| | 100.00% | 5.01% | 124 | 171,617,255.22 | 171,207,842.70 | 171,302,962.29 |

12/31/2023



| Asset Category | % of Portfolio | YTM @Cost | Days to Maturity | Par Value | Book Value | Market Value |
|-------------------------------------|----------------|--------------|------------------|-----------------------|-----------------------|-----------------------|
| Cash Positions Bank | 41.64% | 5.65 | 1 | 74,052,754.63 | 74,052,754.63 | 74,052,754.63 |
| Cash Positions Pooled MM | 22.77% | 5.45 | 1 | 40,482,687.95 | 40,482,687.95 | 40,482,687.95 |
| Certificate of Deposit Negotiable | 12.25% | 5.04 | 340 | 21,780,000.00 | 21,780,000.00 | 21,777,345.14 |
| US Treasury Notes | 11.25% | 4.73 | 177 | 20,000,000.00 | 19,404,114.28 | 19,578,125.00 |
| US Agency Bonds | 12.10% | 5.01 | 341 | 21,510,000.00 | 21,071,915.77 | 21,201,339.30 |
| | 100.00% | 5.18% | 172 | 177,825,442.58 | 176,791,472.63 | 177,092,252.02 |

3/31/2024



Investment Policy Compliance

| Authorized Investments | Compliance |
|-------------------------------------|------------|
| Certificate of Deposit Negotiable | Yes |
| Commercial Paper | Yes |
| Guaranteed Investment Contracts | Yes |
| Local Government Investment Pools | Yes |
| Municipal Bonds Texas | Yes |
| Municipal United States | Yes |
| Mutual Funds | Yes |
| Repurchase Agreements | Yes |
| US Agency | Yes |
| US Treasury | Yes |

| Days | Compliance |
|--|------------|
| Maturity Range not to exceed 5 Years | 172 Yes |

Town of Little Elm
Portfolio Holdings
Investment Portfolio - by Asset Category
As of 3/31/2024

| Description | CUSIP/Ticker | Settlement Date | YTM @ Cost | Face Amount/Shares | Cost Value | Book Value | Market Value | Maturity Date | Days To Maturity | Accrued Interest | % of Portfolio |
|---|--------------|-----------------|--------------|----------------------|----------------------|----------------------|----------------------|---------------|------------------|------------------|----------------|
| Cash Positions Bank Investments | | | | | | | | | | | |
| Independent Bank Pooled Cash MM | MM5236 | 03/31/2024 | 5.620 | 73,974,989.47 | 73,974,989.47 | 73,974,989.47 | 73,974,989.47 | N/A | 1 | 0 | 41.84% |
| Independent Bank Section 125 MM | MM3949 | 03/31/2024 | 5.620 | 77,656.65 | 77,656.65 | 77,656.65 | 77,656.65 | N/A | 1 | 0 | 0.04% |
| Independent Bank Emergicon MM | MM7737 | 03/31/2024 | 5.700 | 108.51 | 108.51 | 108.51 | 108.51 | N/A | 1 | 0 | 0.00% |
| Sub Total / Average Cash Positions Bank Investments | | | 5.647 | 74,052,754.63 | 74,052,754.63 | 74,052,754.63 | 74,052,754.63 | | 1 | 0.00 | 41.89% |
| Cash Positions MM Pool Investments | | | | | | | | | | | |
| TexPool Consolidated Ops LGIP | LGIP449 | 03/31/2024 | 5.329 | 8,133,613.57 | 8,133,613.57 | 8,133,613.57 | 8,133,613.57 | N/A | 1 | 0 | 4.60% |
| TexPool Prime Consolidated Ops LGIP | LGIP590 | 03/31/2024 | 5.514 | 17,964,133.65 | 17,964,133.65 | 17,964,133.65 | 17,964,133.65 | N/A | 1 | 0 | 10.16% |
| LOGIC Prime 2021 CO Bond LGIP | LGIP6001 | 03/31/2024 | 5.488 | 4,838,952.78 | 4,838,952.78 | 4,838,952.78 | 4,838,952.78 | N/A | 1 | 0 | 2.74% |
| LOGIC Prime 2022 CO Bond LGIP | LGIP6002 | 03/31/2024 | 5.488 | 9,545,987.95 | 9,545,987.95 | 9,545,987.95 | 9,545,987.95 | N/A | 1 | 0 | 5.40% |
| Sub Total / Average Cash Positions MM Pool Investments | | | 5.455 | 40,482,687.95 | 40,482,687.95 | 40,482,687.95 | 40,482,687.95 | | 1 | 0.00 | 22.90% |
| Certificate of Deposit Negotiable | | | | | | | | | | | |
| Jeanne D Arc Federal Credit Union | 472207AB5 | 06/27/2022 | 3.200 | 240,000.00 | 240,000.00 | 240,000.00 | 238,780.80 | 06/28/2024 | 89 | 21.04 | 0.14% |
| American Express National Bank | 02589AD41 | 06/27/2022 | 3.300 | 240,000.00 | 240,000.00 | 240,000.00 | 238,716.00 | 07/01/2024 | 92 | 2,017.97 | 0.14% |
| Essential Federal Credit Union | 29669XAL2 | 09/30/2022 | 4.250 | 240,000.00 | 240,000.00 | 240,000.00 | 239,973.60 | 04/01/2024 | 1 | 27.95 | 0.14% |
| Sallie Mae Bank | 795451BP7 | 07/06/2022 | 3.300 | 240,000.00 | 240,000.00 | 240,000.00 | 238,624.80 | 07/08/2024 | 99 | 1,844.38 | 0.14% |
| Vystar Credit Union | 92891CCN0 | 09/30/2022 | 4.350 | 240,000.00 | 240,000.00 | 240,000.00 | 237,854.40 | 09/30/2025 | 548 | 858.08 | 0.14% |
| ALL IN FCU | 01664MAJ5 | 11/29/2022 | 5.600 | 240,000.00 | 240,000.00 | 240,000.00 | 240,439.20 | 11/29/2024 | 243 | 73.64 | 0.14% |
| State Bank of India | 856285Y39 | 03/23/2023 | 5.300 | 240,000.00 | 240,000.00 | 240,000.00 | 240,016.80 | 05/23/2024 | 53 | 278.79 | 0.14% |
| Synovus Bank | 87164DVT4 | 03/16/2023 | 5.200 | 240,000.00 | 240,000.00 | 240,000.00 | 239,740.80 | 09/16/2024 | 169 | 512.88 | 0.14% |
| Berkshire Bank | 084601YR8 | 03/17/2023 | 5.200 | 240,000.00 | 240,000.00 | 240,000.00 | 239,740.80 | 09/17/2024 | 170 | 478.68 | 0.14% |
| Wells Fargo Bank, National Association | 949764AK0 | 03/17/2023 | 5.250 | 240,000.00 | 240,000.00 | 240,000.00 | 239,904.00 | 09/17/2024 | 170 | 483.29 | 0.14% |
| First Technology FCU | 33715LET3 | 03/24/2023 | 5.350 | 240,000.00 | 240,000.00 | 240,000.00 | 240,021.60 | 09/24/2024 | 177 | 246.25 | 0.14% |
| M&T Bank | 564759SC3 | 03/17/2023 | 5.250 | 240,000.00 | 240,000.00 | 240,000.00 | 240,211.20 | 03/17/2025 | 351 | 483.29 | 0.14% |
| Morgan Stanley Bank, National Association | 61690U3A6 | 03/16/2023 | 5.250 | 240,000.00 | 240,000.00 | 240,000.00 | 240,244.80 | 03/17/2025 | 351 | 517.81 | 0.14% |
| Morgan Stanley Private Bank, National Association | 61768EQP1 | 03/16/2023 | 5.250 | 240,000.00 | 240,000.00 | 240,000.00 | 240,244.80 | 03/17/2025 | 351 | 517.81 | 0.14% |
| University CU | 914242AB8 | 03/17/2023 | 5.150 | 240,000.00 | 240,000.00 | 240,000.00 | 240,093.60 | 03/17/2025 | 351 | 474.08 | 0.14% |
| Westmark CU | 960576AB2 | 03/17/2023 | 5.250 | 240,000.00 | 240,000.00 | 240,000.00 | 240,283.20 | 03/17/2025 | 351 | 483.29 | 0.14% |
| One Community Bank | 682325DE2 | 03/21/2023 | 5.150 | 240,000.00 | 240,000.00 | 240,000.00 | 240,105.60 | 03/21/2025 | 355 | 338.63 | 0.14% |
| BMW Bank of North America | 05580AX58 | 03/17/2023 | 5.100 | 240,000.00 | 240,000.00 | 240,000.00 | 240,314.40 | 09/17/2025 | 535 | 469.48 | 0.14% |
| Signature Bank of Arkansas | 82668LKF9 | 03/24/2023 | 5.100 | 240,000.00 | 240,000.00 | 240,000.00 | 240,441.60 | 09/24/2025 | 542 | 234.74 | 0.14% |
| Affinity Plus FCU | 00833AAC4 | 03/20/2023 | 5.050 | 240,000.00 | 240,000.00 | 240,000.00 | 240,892.80 | 03/20/2026 | 719 | 365.26 | 0.14% |
| Truiliant FCU | 89789AAH0 | 03/22/2023 | 5.150 | 240,000.00 | 240,000.00 | 240,000.00 | 241,296.00 | 03/23/2026 | 722 | 304.77 | 0.14% |
| Assemblies of God CU | 044936AC6 | 05/17/2023 | 5.150 | 237,000.00 | 237,000.00 | 237,000.00 | 236,879.13 | 05/16/2024 | 46 | 468.16 | 0.13% |
| BOKF, National Association | 05572YG55 | 05/24/2023 | 5.150 | 237,000.00 | 237,000.00 | 237,000.00 | 236,860.17 | 05/23/2024 | 53 | 10,433.19 | 0.13% |
| Charles Schwab Bank, SSB | 15987UBS6 | 05/18/2023 | 5.150 | 237,000.00 | 237,000.00 | 237,000.00 | 236,822.25 | 06/04/2024 | 65 | 4,480.92 | 0.13% |
| Credit Union of Texas | 22551KAX0 | 05/24/2023 | 5.150 | 237,000.00 | 237,000.00 | 237,000.00 | 236,860.17 | 05/23/2024 | 53 | 1,003.19 | 0.13% |
| Discover Bank | 2546734X1 | 05/17/2023 | 5.050 | 237,000.00 | 237,000.00 | 237,000.00 | 236,848.32 | 05/16/2024 | 46 | 10,460.14 | 0.13% |
| First Foundation Bank | 32026UN85 | 05/19/2023 | 5.100 | 237,000.00 | 237,000.00 | 237,000.00 | 236,860.17 | 05/17/2024 | 47 | 10,497.48 | 0.13% |
| Raiz FCU El Paso Texas | 75102EAN8 | 05/24/2023 | 5.200 | 237,000.00 | 237,000.00 | 237,000.00 | 236,876.76 | 05/24/2024 | 54 | 236.35 | 0.13% |
| HTLF Bank | 40442NCS8 | 05/15/2023 | 5.100 | 237,000.00 | 237,000.00 | 237,000.00 | 236,869.65 | 05/14/2024 | 44 | 10,629.94 | 0.13% |
| Idaho First Bank | 451245AN4 | 05/19/2023 | 5.050 | 237,000.00 | 237,000.00 | 237,000.00 | 236,845.95 | 05/17/2024 | 47 | 10,394.56 | 0.13% |
| Local Government FCU | 53955LAC1 | 05/17/2023 | 5.150 | 237,000.00 | 237,000.00 | 237,000.00 | 236,876.76 | 05/17/2024 | 47 | 468.16 | 0.13% |
| Northeast Community Bank | 664122BC1 | 05/15/2023 | 5.100 | 237,000.00 | 237,000.00 | 237,000.00 | 236,869.65 | 05/14/2024 | 44 | 10,629.94 | 0.13% |
| Parkway Bank and Trust Company | 70153RLU0 | 05/26/2023 | 5.100 | 237,000.00 | 237,000.00 | 237,000.00 | 236,841.21 | 05/24/2024 | 54 | 10,265.67 | 0.13% |
| Sunflower Bank, National Association | 867352AP1 | 05/17/2023 | 5.100 | 237,000.00 | 237,000.00 | 237,000.00 | 236,864.91 | 05/16/2024 | 46 | 10,563.71 | 0.13% |
| TowneBank | 89214PDT3 | 05/17/2023 | 5.100 | 237,000.00 | 237,000.00 | 237,000.00 | 236,864.91 | 05/16/2024 | 46 | 10,563.71 | 0.13% |
| US Bank National Association | 90354KBR8 | 05/17/2023 | 5.100 | 237,000.00 | 237,000.00 | 237,000.00 | 236,864.91 | 05/16/2024 | 46 | 10,563.71 | 0.13% |
| Veritex Community Bank | 923450FB1 | 05/22/2023 | 5.100 | 237,000.00 | 237,000.00 | 237,000.00 | 236,848.32 | 05/22/2024 | 52 | 298.04 | 0.13% |
| Washington Federal Bank | 938828CQ1 | 05/23/2023 | 5.100 | 237,000.00 | 237,000.00 | 237,000.00 | 236,845.95 | 05/22/2024 | 52 | 10,365.02 | 0.13% |
| WebBank | 947547WE1 | 05/15/2023 | 5.100 | 237,000.00 | 237,000.00 | 237,000.00 | 236,869.65 | 05/14/2024 | 44 | 10,629.94 | 0.13% |
| Zions Bancorporation, N.A. | 98970LEQ2 | 05/16/2023 | 5.100 | 237,000.00 | 237,000.00 | 237,000.00 | 236,867.28 | 05/15/2024 | 45 | 10,596.82 | 0.13% |
| BluePeak Credit Union | 09644EAF9 | 08/15/2023 | 5.550 | 240,000.00 | 240,000.00 | 240,000.00 | 240,038.40 | 08/15/2024 | 137 | 583.89 | 0.14% |
| Charter Oak Federal Credit Union | 16124MAA6 | 08/16/2023 | 5.400 | 240,000.00 | 240,000.00 | 240,000.00 | 240,619.20 | 02/18/2025 | 324 | 1,562.30 | 0.14% |
| Hughes FCU | 444425AH5 | 11/29/2023 | 5.600 | 240,000.00 | 240,000.00 | 240,000.00 | 241,702.35 | 12/01/2025 | 610 | 73.64 | 0.14% |
| 1st Financial Bank USA | 32022RWE3 | 11/22/2023 | 5.000 | 240,000.00 | 240,000.00 | 240,000.00 | 241,761.60 | 11/20/2026 | 964 | 295.89 | 0.14% |
| Bank of America, National Association | 06051VSE2 | 11/24/2025 | 5.300 | 240,000.00 | 240,000.00 | 240,000.00 | 241,473.60 | 11/24/2025 | 603 | 4,530.41 | 0.14% |
| Celtic Bank | 15118RK97 | 11/29/2023 | 5.300 | 240,000.00 | 240,000.00 | 240,000.00 | 240,744.00 | 05/29/2025 | 424 | 69.70 | 0.14% |
| Citizen Bank of the Midwest | 174041AC7 | 11/20/2023 | 5.400 | 237,000.00 | 237,000.00 | 237,000.00 | 237,708.63 | 11/19/2024 | 233 | 4,628.32 | 0.13% |
| Comerica Bank | 200339FZ7 | 11/16/2023 | 5.450 | 240,000.00 | 240,000.00 | 240,000.00 | 240,019.20 | 08/16/2024 | 138 | 4,873.64 | 0.14% |
| Exchange Bank | 301074HG8 | 11/16/2023 | 5.400 | 240,000.00 | 240,000.00 | 240,000.00 | 239,973.60 | 08/16/2024 | 138 | 4,828.93 | 0.14% |
| Financial Partners Credit Union | 31762FAD1 | 11/20/2023 | 5.550 | 240,000.00 | 240,000.00 | 240,000.00 | 240,052.80 | 05/20/2024 | 50 | 4,817.10 | 0.14% |
| First Community Bank | 31933VCX1 | 11/24/2023 | 5.100 | 240,000.00 | 240,000.00 | 240,000.00 | 240,645.60 | 11/24/2025 | 603 | 234.74 | 0.14% |
| Fulton Bank, National Association | 359899AX9 | 11/21/2023 | 5.450 | 237,000.00 | 237,000.00 | 237,000.00 | 237,104.28 | 10/21/2024 | 204 | 4,635.78 | 0.13% |
| PNC Bank, National Association | 69355NER2 | 11/16/2023 | 5.400 | 237,000.00 | 237,000.00 | 237,000.00 | 237,080.58 | 11/15/2024 | 229 | 4,768.57 | 0.13% |

Town of Little Elm
Portfolio Holdings
Investment Portfolio - by Asset Category
As of 3/31/2024

| Description | CUSIP/Ticker | Settlement Date | YTM @ Cost | Face Amount/Shares | Cost Value | Book Value | Market Value | Maturity Date | Days To Maturity | Accrued Interest | % of Portfolio |
|--|--------------|-----------------|--------------|-----------------------|-----------------------|-----------------------|-----------------------|---------------|------------------|-------------------|----------------|
| Southeast Bank | 84123PFV5 | 11/22/2023 | 5.400 | 237,000.00 | 237,000.00 | 237,000.00 | 237,101.91 | 11/21/2024 | 235 | 4,558.19 | 0.13% |
| Southpoint Bank | 84464PBV8 | 11/29/2023 | 5.300 | 240,000.00 | 240,000.00 | 240,000.00 | 240,744.00 | 05/29/2025 | 424 | 69.70 | 0.14% |
| Triad Business Bank | 89580DBC5 | 11/30/2023 | 5.300 | 240,000.00 | 240,000.00 | 240,000.00 | 240,712.80 | 05/30/2025 | 425 | 34.85 | 0.14% |
| Trustar Bank | 89839KAE5 | 11/24/2025 | 5.050 | 240,000.00 | 240,000.00 | 240,000.00 | 240,487.20 | 11/24/2025 | 603 | 298.85 | 0.14% |
| Neighbors FCU | 64017ABB9 | 12/22/2023 | 5.500 | 248,000.00 | 248,000.00 | 248,000.00 | 250,105.52 | 12/22/2028 | 1,727 | 336.33 | 0.14% |
| Alliant Credit Union | 01882MAF9 | 11/08/2023 | 5.800 | 248,000.00 | 248,000.00 | 248,000.00 | 248,844.80 | 11/07/2024 | 221 | 906.39 | 0.14% |
| Keypoint Credit Union | 49332PAC4 | 12/29/2023 | 5.400 | 248,000.00 | 248,000.00 | 248,000.00 | 248,250.48 | 12/27/2024 | 271 | 73.38 | 0.14% |
| The Piedmont Bank | 720121AM4 | 02/28/2024 | 5.150 | 240,000.00 | 240,000.00 | 240,000.00 | 239,800.80 | 09/27/2024 | 180 | 101.59 | 0.14% |
| JPMorgan Chase Bank | 46656MA43 | 01/17/2024 | 5.100 | 240,000.00 | 240,000.00 | 240,000.00 | 239,676.00 | 10/17/2024 | 200 | 2,481.53 | 0.14% |
| Lake Forest Bank & Trust | 509685FU2 | 02/29/2024 | 5.150 | 240,000.00 | 240,000.00 | 240,000.00 | 239,848.80 | 11/29/2024 | 243 | 1,049.75 | 0.14% |
| Preferred Bank | 740367TD9 | 02/29/2024 | 5.100 | 240,000.00 | 240,000.00 | 240,000.00 | 239,769.60 | 11/29/2024 | 243 | 1,039.56 | 0.14% |
| Stearns Bank National Association | 857894M30 | 02/29/2024 | 5.150 | 240,000.00 | 240,000.00 | 240,000.00 | 240,007.20 | 11/29/2024 | 243 | 1,070.14 | 0.14% |
| Trustone Financial Credit Union | 89841MBA4 | 01/19/2024 | 5.000 | 240,000.00 | 240,000.00 | 240,000.00 | 239,592.00 | 01/17/2025 | 292 | 394.52 | 0.14% |
| Oregon Community Credit Union | 69584JAL3 | 01/12/2024 | 4.600 | 240,000.00 | 240,000.00 | 240,000.00 | 238,780.80 | 01/12/2026 | 652 | 574.68 | 0.14% |
| The Bank of New York Mellon | 06405VFT1 | 01/17/2024 | 4.600 | 240,000.00 | 240,000.00 | 240,000.00 | 239,699.20 | 07/17/2025 | 473 | 2,238.25 | 0.14% |
| Farmer Insurance Group FCU | 30960QAT4 | 01/18/2024 | 4.500 | 240,000.00 | 240,000.00 | 240,000.00 | 238,401.60 | 01/20/2026 | 660 | 384.66 | 0.14% |
| General Electric Credit Union | 369674CL8 | 01/26/2024 | 5.050 | 240,000.00 | 240,000.00 | 240,000.00 | 239,704.80 | 01/24/2025 | 299 | 166.03 | 0.14% |
| Hinsdale Bank & Trust Company | 433411DE2 | 02/29/2024 | 5.150 | 240,000.00 | 240,000.00 | 240,000.00 | 239,848.80 | 11/29/2024 | 243 | 1,049.75 | 0.14% |
| Investar Bank, National Association | 46091MBJ2 | 02/28/2024 | 4.850 | 240,000.00 | 240,000.00 | 240,000.00 | 239,484.00 | 05/28/2025 | 423 | 95.67 | 0.14% |
| Live Oak Banking Company | 538036H31 | 02/29/2024 | 5.100 | 240,000.00 | 240,000.00 | 240,000.00 | 239,925.60 | 02/28/2025 | 334 | 1,039.56 | 0.14% |
| Numerica CU | 67054NBQ5 | 02/28/2024 | 4.750 | 240,000.00 | 240,000.00 | 240,000.00 | 239,553.60 | 03/02/2026 | 701 | 93.70 | 0.14% |
| Old National Bank | 680061KM9 | 02/26/2024 | 5.050 | 237,000.00 | 237,000.00 | 237,000.00 | 236,810.40 | 02/25/2025 | 331 | 1,114.87 | 0.13% |
| S&T Bank | 783861CT2 | 02/29/2024 | 5.050 | 237,000.00 | 237,000.00 | 237,000.00 | 236,819.88 | 02/28/2025 | 334 | 1,016.50 | 0.13% |
| Simmons Bank | 82869AFC4 | 02/29/2024 | 5.100 | 237,000.00 | 237,000.00 | 237,000.00 | 236,926.53 | 02/28/2025 | 334 | 1,026.57 | 0.13% |
| Southern First Bank | 84287PJL7 | 03/06/2024 | 4.850 | 240,000.00 | 240,000.00 | 240,000.00 | 239,457.60 | 06/06/2025 | 432 | 797.26 | 0.14% |
| First National Bank of Long Island | 329864BH4 | 02/26/2024 | 4.900 | 240,000.00 | 240,000.00 | 240,000.00 | 239,661.60 | 08/26/2025 | 513 | 1,095.45 | 0.14% |
| Valley National Bank | 919853KQ3 | 02/27/2024 | 5.000 | 240,000.00 | 240,000.00 | 240,000.00 | 239,988.00 | 08/27/2025 | 514 | 1,084.93 | 0.14% |
| Wakefield Co-Operative Bank | 931047BD5 | 02/29/2024 | 5.050 | 237,000.00 | 237,000.00 | 237,000.00 | 236,926.53 | 02/28/2025 | 334 | 1,026.57 | 0.13% |
| Cross River Bank | 227563ET6 | 02/29/2024 | 5.050 | 237,000.00 | 237,000.00 | 237,000.00 | 236,819.88 | 02/28/2025 | 334 | 1,016.50 | 0.13% |
| Brookline Bank | 11373QLL0 | 02/28/2024 | 4.950 | 240,000.00 | 240,000.00 | 240,000.00 | 239,904.00 | 08/28/2025 | 515 | 97.64 | 0.14% |
| Affinity Bank | 00833JAU5 | 03/08/2024 | 4.650 | 240,000.00 | 240,000.00 | 240,000.00 | 238,946.40 | 12/08/2025 | 617 | 703.23 | 0.14% |
| Eaglemark Savings Bank | 27004PEJ8 | 02/28/2024 | 4.700 | 240,000.00 | 240,000.00 | 240,000.00 | 239,349.65 | 02/27/2026 | 698 | 988.93 | 0.14% |
| EagleBank | 27002YGG5 | 03/08/2024 | 4.850 | 240,000.00 | 240,000.00 | 240,000.00 | 239,724.00 | 12/08/2025 | 617 | 733.48 | 0.14% |
| Flagstar Bank | 33847GEH1 | 02/28/2024 | 4.750 | 240,000.00 | 240,000.00 | 240,000.00 | 239,568.00 | 02/27/2026 | 698 | 999.45 | 0.14% |
| Locus Bank, Inc. | 54013VAH6 | 03/07/2024 | 4.750 | 240,000.00 | 240,000.00 | 240,000.00 | 239,448.00 | 03/06/2026 | 705 | 749.59 | 0.14% |
| Y-12 FCU | 98426AAE7 | 03/15/2024 | 4.850 | 240,000.00 | 240,000.00 | 240,000.00 | 239,918.40 | 03/16/2026 | 715 | 510.25 | 0.14% |
| Univest Bank and Trust Co. | 91527PCJ4 | 03/13/2024 | 4.600 | 240,000.00 | 240,000.00 | 240,000.00 | 239,668.80 | 03/15/2027 | 1,079 | 544.44 | 0.14% |
| Utah First FCU | 91739JAF2 | 03/19/2024 | 4.650 | 240,000.00 | 240,000.00 | 240,000.00 | 240,067.20 | 03/19/2027 | 1,083 | 366.90 | 0.14% |
| Sub Total / Average Certificate of Deposit Negotiable | | | 5.042 | 21,780,000.00 | 21,780,000.00 | 21,780,000.00 | 21,777,345.14 | | 340 | 222,413.31 | 12.32% |
| US Treasury Notes | | | | | | | | | | | |
| US T-Note | 9128286R6 | 3/25/2022 | 2.238 | 2,500,000.00 | 2,500,585.94 | 2,523,117.02 | 2,493,750.00 | 4/30/2024 | 30 | 23,489.01 | 1.43% |
| US T-Note | 912828Y87 | 12/7/2022 | 4.578 | 2,500,000.00 | 2,404,105.81 | 2,404,105.81 | 2,470,600.00 | 7/31/2024 | 122 | 7,211.54 | 1.36% |
| US T-Note | 912828XK3 | 9/29/2023 | 5.445 | 2,500,000.00 | 2,449,589.13 | 2,449,589.13 | 2,478,875.00 | 6/30/2024 | 91 | 12,500.00 | 1.39% |
| US T-Note | 91282CCX7 | 9/28/2023 | 5.471 | 2,500,000.00 | 2,382,585.58 | 2,382,585.58 | 2,445,650.00 | 9/15/2024 | 168 | 407.61 | 1.35% |
| US T-Note | 912797GK7 | 2/14/2024 | 5.334 | 5,000,000.00 | 4,874,966.65 | 4,874,966.65 | 4,908,200.00 | 8/8/2024 | 130 | 0.00 | 2.76% |
| US T-Note | 91282CAJ0 | 2/14/2024 | 4.767 | 2,500,000.00 | 2,334,082.03 | 2,334,082.03 | 2,344,325.00 | 8/31/2025 | 518 | 526.49 | 1.32% |
| US T-Note | 912797KM8 | 3/28/2024 | 5.297 | 2,500,000.00 | 2,435,668.06 | 2,435,668.06 | 2,436,725.00 | 9/26/2024 | 179 | 0.00 | 1.38% |
| Sub Total / Average US Treasury Notes | | | 4.733 | 20,000,000.00 | 19,381,583.20 | 19,404,114.28 | 19,578,125.00 | | 177 | 44,134.65 | 10.98% |
| US Agency Bonds | | | | | | | | | | | |
| FHLB | 3130AU5T7 | 12/9/2022 | 4.802 | 2,500,000.00 | 2,499,450.00 | 2,499,450.00 | 2,499,675.00 | 4/9/2024 | 9 | 57,094.44 | 1.41% |
| FHLB | 3130AYZF6 | 2/15/2024 | 4.876 | 5,000,000.00 | 5,000,000.00 | 5,000,000.00 | 4,999,950.00 | 5/5/2025 | 400 | 31,113.89 | 2.83% |
| FHLB | 313384WJ4 | 8/11/2023 | 5.389 | 2,500,000.00 | 2,405,301.74 | 2,405,301.74 | 2,486,950.00 | 5/3/2024 | 33 | 0.00 | 1.36% |
| FHLB | 3130ALRX4 | 8/10/2023 | 5.365 | 1,710,000.00 | 1,637,971.95 | 1,637,188.20 | 1,687,479.30 | 7/8/2024 | 99 | 1,971.25 | 0.93% |
| FFCB | 3133EL4F8 | 2/14/2024 | 4.498 | 2,300,000.00 | 2,089,343.00 | 2,089,343.00 | 2,093,460.00 | 8/18/2026 | 870 | 1,648.33 | 1.18% |
| FHLB | 3130A5R35 | 3/27/2024 | 4.915 | 2,500,000.00 | 2,440,632.83 | 2,440,632.83 | 2,441,175.00 | 6/13/2025 | 439 | 21,562.50 | 1.38% |
| FHLB | 3130BOJT7 | 3/22/2024 | 5.200 | 5,000,000.00 | 5,000,000.00 | 5,000,000.00 | 4,992,650.00 | 9/19/2025 | 537 | 6,500.00 | 2.83% |
| Sub Total / Average US Agency Bonds | | | 5.006 | 21,510,000.00 | 21,072,699.52 | 21,071,915.77 | 21,201,339.30 | | 341 | 119,890.41 | 11.92% |
| Total / Average | | | 5.177 | 177,825,442.58 | 176,769,725.30 | 176,791,472.63 | 177,092,252.02 | | 172 | 386,438.37 | 1.00 |

TOWN OF LITTLE ELM

Investment Portfolio Summary

Quarter Ending 3/31/2024



Investment Policy Compliance | Maturity Range

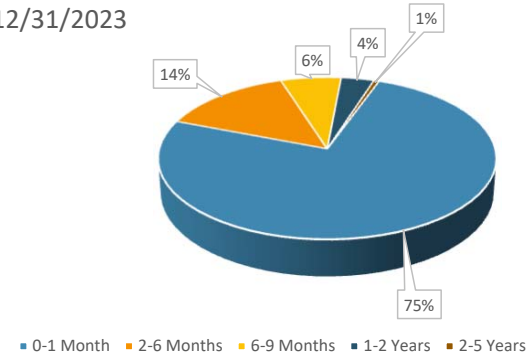
| Maturity Range | % of Portfolio | YTM @Cost | Days to Maturity | Book Value |
|----------------|----------------|--------------|------------------|-----------------------|
| 0-1 Month | 75.26% | 12.01 | 1 | 128,855,255.22 |
| 2-6 Months | 14.22% | 5.01 | 122.375 | 24,347,118.76 |
| 6-9 Months | 6.44% | 4.99 | 227.1538 | 11,033,468.72 |
| 1-2 Years | 3.51% | 5.28 | 479.44 | 6,004,000.00 |
| 2-5 Years | 0.57% | 5.18 | 1124 | 968,000.00 |
| | 100.00% | 4.86% | 156 | 171,207,842.70 |

| Maturity Range | % of Portfolio | YTM @Cost | Days to Maturity | Book Value |
|----------------|----------------|--------------|------------------|-----------------------|
| 0-1 Month | 67.76% | 4.48 | 5 | 119,798,009.60 |
| 2-6 Months | 14.83% | 5.06 | 90 | 26,212,405.17 |
| 6-9 Months | 1.49% | 5.34 | 231 | 2,636,000.00 |
| 1-2 Years | 14.05% | 5.01 | 482 | 24,847,714.86 |
| 2-5 Years | 1.87% | 5.18 | 1,074 | 3,297,343.00 |
| | 100.00% | 5.01% | 172 | 176,791,472.63 |

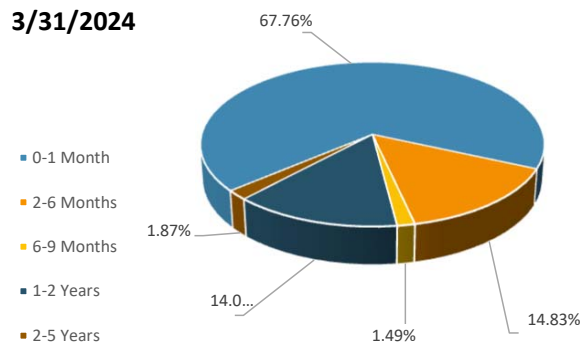
Investment Policy Compliance

| Authorized Investments | Days | Compliance |
|--|------|------------|
| Maturity Range not to exceed 5 Years | 172 | Yes |

12/31/2023



3/31/2024



Town of Little Elm
Portfolio Holdings
Investment Portfolio - by Maturity Range
As of 3/31/2024

| Description | CUSIP/Ticker | Maturity Date | Days To Maturity | Settlement Date | Book Value | Market Value | % of Portfolio |
|--|--------------|---------------|------------------|-----------------|-----------------------|-----------------------|----------------|
| 0-1 Month | | | | | | | |
| Independent Bank Pooled Cash MM | MM5236 | 3/31/2024 | 1 | | 73,974,989.47 | 73,974,989.47 | 41.84% |
| Independent Bank Section 125 MM | MM3949 | 03/31/2024 | 1 | | 77,656.65 | 77,656.65 | 0.04% |
| Independent Bank Emergicon MM | MM7737 | 03/31/2024 | 1 | | 108.51 | 108.51 | 0.00% |
| TexPool Consolidated Ops LGIP | LGIP449 | 03/31/2024 | 1 | | 8,133,613.57 | 8,133,613.57 | 4.60% |
| TexPool Prime Consolidated Ops LGIP | LGIP590 | 03/31/2024 | 1 | | 17,964,133.65 | 17,964,133.65 | 22.90% |
| LOGIC Prime 2021 CO Bond LGIP | LGIP6001 | 03/31/2024 | 1 | | 4,838,952.78 | 4,838,952.78 | 2.74% |
| LOGIC Prime 2022 CO Bond LGIP | LGIP6002 | 03/31/2024 | 1 | | 9,545,987.95 | 9,545,987.95 | 5.40% |
| FHLB | 3130AUJ77 | 4/9/2024 | 9 | 12/9/2022 | 2,499,450.00 | 2,499,675.00 | 1.41% |
| US T-Note | 9128286R6 | 4/30/2024 | 30 | 3/25/2022 | 2,523,117.02 | 2,493,750.00 | 1.43% |
| Essential Federal Credit Union | 29669XAL2 | 4/1/2024 | 1 | 9/30/2022 | 240,000.00 | 239,337.60 | 0.14% |
| Total / Average 0-1 Month | | | 5 | | 119,798,009.60 | 119,768,205.18 | 67.76% |
| 2-6 Month | | | | | | | |
| FHLB | 313384WJ4 | 5/3/2024 | 33 | 8/11/2023 | 2,405,301.74 | 2,486,950.00 | 1.36% |
| Assemblies of God CU | 044936AC6 | 5/16/2024 | 46 | 5/17/2023 | 237,000.00 | 236,879.13 | 0.13% |
| BOKF, National Association | 05572YG55 | 5/23/2024 | 53 | 5/24/2023 | 237,000.00 | 236,860.17 | 0.13% |
| Charles Schwab Bank, SSB | 15987UBS6 | 6/4/2024 | 65 | 5/18/2023 | 237,000.00 | 236,822.25 | 0.13% |
| Credit Union of Texas | 22551KAX0 | 5/23/2024 | 53 | 5/24/2023 | 237,000.00 | 236,860.17 | 0.13% |
| Discover Bank | 2546734X1 | 5/16/2024 | 46 | 5/17/2023 | 237,000.00 | 236,848.32 | 0.13% |
| First Foundation Bank | 32026UN85 | 5/17/2024 | 47 | 5/19/2023 | 237,000.00 | 236,860.17 | 0.13% |
| Raiz FCU El Paso Texas | 75102EAN8 | 5/24/2024 | 54 | 5/24/2023 | 237,000.00 | 236,876.76 | 0.13% |
| HTLF Bank | 40442NCS8 | 5/14/2024 | 44 | 5/15/2023 | 237,000.00 | 236,869.65 | 0.13% |
| Idaho First Bank | 451245AN4 | 5/17/2024 | 47 | 5/19/2023 | 237,000.00 | 236,845.95 | 0.13% |
| Local Government FCU | 53955LAC1 | 5/17/2024 | 47 | 5/17/2023 | 237,000.00 | 236,876.76 | 0.13% |
| Northeast Community Bank | 66412BC1 | 5/14/2024 | 44 | 5/15/2023 | 237,000.00 | 236,869.65 | 0.13% |
| Parkway Bank and Trust Company | 70153RLU0 | 5/24/2024 | 54 | 5/26/2023 | 237,000.00 | 236,841.21 | 0.13% |
| Sunflower Bank, National Association | 867352AP1 | 5/16/2024 | 46 | 5/17/2023 | 237,000.00 | 236,864.91 | 0.13% |
| TowneBank | 89214PDT3 | 5/16/2024 | 46 | 5/17/2023 | 237,000.00 | 236,864.91 | 0.13% |
| US Bank National Association | 90354KBR8 | 5/16/2024 | 46 | 5/17/2023 | 237,000.00 | 236,864.91 | 0.13% |
| Veritex Community Bank | 923450FB1 | 5/22/2024 | 52 | 5/22/2023 | 237,000.00 | 236,848.32 | 0.13% |
| Washington Federal Bank | 938828CQ1 | 5/22/2024 | 52 | 5/23/2023 | 237,000.00 | 236,845.95 | 0.13% |
| WebBank | 947547WE1 | 5/14/2024 | 44 | 5/15/2023 | 237,000.00 | 236,869.65 | 0.13% |
| Zions Bancorporation, N.A. | 98970LEQ2 | 5/15/2024 | 45 | 5/16/2023 | 237,000.00 | 236,867.28 | 0.13% |
| BluePeak Credit Union | 09644EAF9 | 8/15/2024 | 137 | 8/15/2023 | 240,000.00 | 240,038.40 | 0.14% |
| Comerica Bank | 200339FZ7 | 8/16/2024 | 138 | 11/16/2023 | 240,000.00 | 240,019.20 | 0.14% |
| Exchange Bank | 301074HG8 | 8/16/2024 | 138 | 11/16/2023 | 240,000.00 | 239,973.60 | 0.14% |
| Financial Partners Credit Union | 31762FAD1 | 5/29/2024 | 50 | 11/20/2023 | 240,000.00 | 240,052.80 | 0.14% |
| Jeanne D Arc Federal Credit Union | 472207AB5 | 6/29/2024 | 89 | 6/27/2022 | 240,000.00 | 238,780.80 | 0.14% |
| American Express National Bank | 02589AD41 | 07/01/2024 | 92 | 06/27/2022 | 240,000.00 | 238,716.00 | 0.14% |
| Sallie Mae Bank | 795451BP7 | 07/08/2024 | 99 | 07/06/2022 | 240,000.00 | 238,624.80 | 0.14% |
| Synovus Bank | 87164DVT4 | 09/16/2024 | 169 | 03/16/2023 | 240,000.00 | 239,740.80 | 0.14% |
| Berkshire Bank | 084601YR8 | 09/17/2024 | 170 | 03/17/2023 | 240,000.00 | 239,740.80 | 0.14% |
| Wells Fargo Bank, National Association | 949764AK0 | 09/17/2024 | 170 | 03/17/2023 | 240,000.00 | 239,904.00 | 0.14% |
| First Technology FCU | 33715LET3 | 09/24/2024 | 177 | 03/24/2023 | 240,000.00 | 240,021.60 | 0.14% |
| Comerica Bank | 200339FZ7 | 08/16/2024 | 138 | 11/16/2023 | 240,000.00 | 240,019.20 | 0.14% |
| The Piedmont Bank | 720121AM4 | 09/27/2024 | 180 | 02/28/2024 | 240,000.00 | 239,800.80 | 0.14% |
| US T-Note | 912828Y87 | 07/31/2024 | 122 | 12/07/2022 | 2,404,105.81 | 2,470,600.00 | 1.36% |
| US T-Note | 912828XX3 | 06/30/2024 | 91 | 09/29/2023 | 2,449,589.13 | 2,478,875.00 | 1.39% |
| US T-Note | 91282CCX7 | 09/15/2024 | 168 | 09/28/2023 | 2,382,585.58 | 2,445,650.00 | 1.35% |
| FHLB | 3130ALRX4 | 07/08/2024 | 99 | 08/10/2023 | 1,637,188.20 | 1,687,479.30 | 0.93% |
| US T-Note | 912797GK7 | 08/08/2024 | 130 | 02/14/2024 | 4,874,966.65 | 4,908,200.00 | 2.76% |
| US T-Note | 912797KM8 | 09/26/2024 | 179 | 03/28/2024 | 2,435,668.06 | 2,436,725.00 | 1.38% |
| Total / Average 2-6 Month | | | 90 | | 26,212,405.17 | 26,530,248.22 | 14.83% |
| 6-9 Months | | | | | | | |
| ALL IN FCU | 01664MAJ5 | 11/29/2024 | 243 | 11/29/2023 | 240,000.00 | 240,439.20 | 0.14% |
| Citizen Bank of the Midwest | 174041AC7 | 11/19/2024 | 233 | 11/20/2023 | 237,000.00 | 237,708.63 | 0.13% |
| Fulton Bank, National Association | 359899AX9 | 10/21/2024 | 204 | 11/21/2023 | 237,000.00 | 237,104.28 | 0.13% |
| PNC Bank, National Association | 69355NER2 | 11/15/2024 | 229 | 11/16/2023 | 237,000.00 | 237,080.58 | 0.13% |
| Southeast Bank | 84133PFV5 | 11/21/2024 | 235 | 11/22/2023 | 237,000.00 | 237,101.91 | 0.13% |
| Alliant Credit Union | 01882MAF9 | 11/07/2024 | 221 | 11/08/2023 | 248,000.00 | 248,644.80 | 0.14% |
| JPMorgan Chase Bank | 46656MA43 | 10/17/2024 | 200 | 01/17/2024 | 240,000.00 | 239,676.00 | 0.14% |
| Lake Forest Bank & Trust | 509685U2 | 11/29/2024 | 243 | 02/29/2024 | 240,000.00 | 239,848.80 | 0.14% |
| Preferred Bank | 740367TD9 | 11/29/2024 | 243 | 02/29/2024 | 240,000.00 | 239,769.60 | 0.14% |
| Steams Bank National Association | 857894M30 | 11/29/2024 | 243 | 02/29/2024 | 240,000.00 | 240,007.20 | 0.14% |
| Hinsdale Bank & Trust Company | 433411DE2 | 11/29/2024 | 243 | 02/29/2024 | 240,000.00 | 239,848.80 | 0.14% |

Town of Little Elm
Portfolio Holdings
Investment Portfolio - by Maturity Range
As of 3/31/2024

| Description | CUSIP/Ticker | Maturity Date | Days To Maturity | Settlement Date | Book Value | Market Value | % of Portfolio |
|---|--------------|---------------|------------------|-----------------|-----------------------|-----------------------|----------------|
| Total / Average 6-9 Months | | | 231 | | 2,636,000.00 | 2,637,229.80 | 1.49% |
| 1-2 Years | | | | | | | |
| Vystar Credit Union | 92891CCN0 | 9/30/2025 | 548 | 9/30/2022 | 240,000.00 | 237,854.40 | 0.14% |
| Charter Oak Federal Credit Union | 16124MAA6 | 02/18/2025 | 324 | 08/16/2023 | 240,000.00 | 240,619.20 | 0.14% |
| Hughes FCU | 444425AH5 | 12/01/2025 | 610 | 11/29/2023 | 240,000.00 | 241,702.35 | 0.14% |
| Bank of America, National Association | 06051VSE2 | 11/24/2025 | 603 | 11/24/2025 | 240,000.00 | 241,473.60 | 0.14% |
| Celtic Bank | 15118RK97 | 05/29/2025 | 424 | 11/29/2023 | 240,000.00 | 240,744.00 | 0.14% |
| M&T Bank | 564759SC3 | 03/17/2025 | 351 | 03/17/2023 | 240,000.00 | 240,211.20 | 0.14% |
| Morgan Stanley Bank, National Association | 61690U3A6 | 03/17/2025 | 351 | 03/16/2023 | 240,000.00 | 240,244.80 | 0.14% |
| Morgan Stanley Private Bank, National Association | 61768EQP1 | 03/17/2025 | 351 | 03/16/2023 | 240,000.00 | 240,244.80 | 0.14% |
| University CU | 914242AB8 | 03/17/2025 | 351 | 03/17/2023 | 240,000.00 | 240,093.60 | 0.14% |
| Westmark CU | 960576AB2 | 03/17/2025 | 351 | 03/17/2023 | 240,000.00 | 240,283.20 | 0.14% |
| One Community Bank | 682325DE2 | 03/21/2025 | 355 | 03/21/2023 | 240,000.00 | 240,105.60 | 0.14% |
| BMW Bank of North America | 05580AX58 | 09/17/2025 | 535 | 03/17/2023 | 240,000.00 | 240,314.40 | 0.14% |
| Signature Bank of Arkansas | 82669LKF9 | 09/24/2025 | 542 | 03/24/2023 | 240,000.00 | 240,441.60 | 0.14% |
| Affinity Plus FCU | 00833AAC4 | 03/20/2026 | 719 | 03/20/2023 | 240,000.00 | 240,892.80 | 0.14% |
| First Community Bank | 31983VCK1 | 11/24/2025 | 603 | 11/24/2023 | 240,000.00 | 240,645.60 | 0.14% |
| Southpoint Bank | 84464PBV8 | 05/29/2025 | 424 | 11/29/2023 | 240,000.00 | 240,744.00 | 0.14% |
| Triad Business Bank | 80580DBC5 | 05/30/2025 | 425 | 11/30/2023 | 240,000.00 | 240,712.80 | 0.14% |
| Trustar Bank | 80839KAE5 | 11/24/2025 | 603 | 11/24/2025 | 240,000.00 | 240,487.20 | 0.14% |
| Keypoint Credit Union | 49332PAC4 | 12/27/2024 | 271 | 12/29/2023 | 248,000.00 | 248,250.48 | 0.14% |
| Trustone Financial Credit Union | 89841MBA4 | 01/17/2025 | 292 | 01/19/2024 | 240,000.00 | 239,592.00 | 0.14% |
| Oregon Community Credit Union | 68584JAL3 | 01/12/2026 | 652 | 01/12/2024 | 240,000.00 | 238,780.80 | 0.14% |
| The Bank of New York Mellon | 06405VFT1 | 07/17/2025 | 473 | 01/17/2024 | 240,000.00 | 239,699.20 | 0.14% |
| Farmer Insurance Group FCU | 30960QAT4 | 01/20/2026 | 660 | 01/18/2024 | 240,000.00 | 238,401.60 | 0.14% |
| General Electric Credit Union | 369674CL8 | 01/24/2025 | 299 | 01/26/2024 | 240,000.00 | 239,704.80 | 0.14% |
| Investar Bank, National Association | 46091MBJ2 | 05/28/2025 | 423 | 02/28/2024 | 240,000.00 | 239,484.00 | 0.14% |
| Live Oak Banking Company | 538036H31 | 02/28/2025 | 334 | 02/29/2024 | 240,000.00 | 239,925.60 | 0.14% |
| Numerica CU | 67054NBQ5 | 03/02/2026 | 701 | 02/28/2024 | 240,000.00 | 239,553.60 | 0.14% |
| Old National Bank | 680061KM9 | 02/25/2025 | 331 | 02/26/2024 | 237,000.00 | 236,810.40 | 0.13% |
| S&T Bank | 783861CT2 | 02/28/2025 | 334 | 02/29/2024 | 237,000.00 | 236,819.88 | 0.13% |
| Simmons Bank | 82869AFC4 | 02/28/2025 | 334 | 02/29/2024 | 237,000.00 | 236,926.53 | 0.13% |
| Southern First Bank | 84287PJL7 | 06/06/2025 | 432 | 03/06/2024 | 240,000.00 | 239,457.60 | 0.14% |
| First National Bank of Long Island | 329864BH4 | 08/26/2025 | 513 | 02/26/2024 | 240,000.00 | 239,661.60 | 0.14% |
| Valley National Bank | 919853QO3 | 08/27/2025 | 514 | 02/27/2024 | 240,000.00 | 239,988.00 | 0.14% |
| Wakefield Co-Operative Bank | 931047BD5 | 02/28/2025 | 334 | 02/29/2024 | 237,000.00 | 236,926.53 | 0.13% |
| Cross River Bank | 227563ET6 | 02/28/2025 | 334 | 02/29/2024 | 237,000.00 | 236,819.88 | 0.13% |
| Brookline Bank | 11373QLL0 | 08/28/2025 | 515 | 02/28/2024 | 240,000.00 | 239,904.00 | 0.14% |
| Affinity Bank | 00833JAU5 | 12/08/2025 | 617 | 03/08/2024 | 240,000.00 | 238,946.40 | 0.14% |
| Eaglemark Savings Bank | 27004PEJ8 | 02/27/2026 | 698 | 02/28/2024 | 240,000.00 | 239,349.65 | 0.14% |
| EagleBank | 27002YGG5 | 12/08/2025 | 617 | 03/08/2024 | 240,000.00 | 239,724.00 | 0.14% |
| Flagstar Bank | 33847GEH1 | 02/27/2026 | 698 | 02/28/2024 | 240,000.00 | 239,568.00 | 0.14% |
| Locus Bank, Inc. | 54013VAH6 | 03/06/2026 | 705 | 03/07/2024 | 240,000.00 | 239,448.00 | 0.14% |
| Y-12 FCU | 98426AAE7 | 03/16/2026 | 715 | 03/15/2024 | 240,000.00 | 239,918.40 | 0.14% |
| US T-Note | 91282CAJ0 | 08/31/2025 | 518 | 02/14/2024 | 2,334,082.03 | 2,344,325.00 | 1.32% |
| FHLB | 3130AYZF8 | 05/05/2025 | 400 | 02/15/2024 | 5,000,000.00 | 4,999,950.00 | 2.83% |
| FHLB | 3130A5R35 | 06/13/2025 | 439 | 03/27/2024 | 2,440,632.83 | 2,441,175.00 | 1.38% |
| FHLB | 3130BOJT7 | 09/19/2025 | 537 | 03/22/2024 | 5,000,000.00 | 4,992,650.00 | 2.83% |
| Total / Average 1-2 Years | | | 482 | | 24,847,714.86 | 24,849,576.10 | 14.05% |
| 2-5 Years | | | | | | | |
| Truliant FCU | 80789AAH0 | 3/23/2026 | 722 | 3/22/2023 | 240,000.00 | 241,296.00 | 0.14% |
| 1st Financial Bank USA | 32022RWE3 | 11/20/2026 | 964 | 11/22/2023 | 240,000.00 | 241,761.60 | 0.14% |
| Neighbors FCU | 64017ABB9 | 12/22/2028 | 1,727 | 12/22/2023 | 248,000.00 | 250,105.52 | 0.14% |
| Univest Bank and Trust Co. | 91527PCJ4 | 3/15/2027 | 1,079 | 3/13/2024 | 240,000.00 | 239,668.80 | 0.14% |
| Utah First FCU | 91739JAF2 | 3/19/2027 | 1,083 | 3/19/2024 | 240,000.00 | 240,067.20 | 0.14% |
| FFCB | 3133EL4F8 | 8/18/2026 | 870 | 2/14/2024 | 2,089,343.00 | 2,093,460.00 | 1.18% |
| Total / Average 2-5 Years | | | 1,074 | | 3,297,343.00 | 3,306,359.12 | 1.87% |
| Total / Average | | | | | 176,791,472.63 | 177,091,618.42 | 1.00 |

TOWN OF LITTLE ELM

Investment Portfolio Summary

Quarter Ending 3/31/2024



| Funds | | Par Value | Book Value | Market Value | Accrued Interest |
|--|-------------------|------------------------|------------------------|------------------------|-------------------------|
| Cash Positions Bank | | | | | |
| Value at | 12/31/2023 | 93,184,577.44 | 93,184,577.44 | 93,184,577.44 | - |
| | Net Change | (19,131,822.81) | (19,131,822.81) | (19,131,822.81) | - |
| Value at | 3/31/2024 | 74,052,754.63 | 74,052,754.63 | 74,052,754.63 | - |
| Cash Positions Pool Investments | | | | | |
| Value at | 12/31/2023 | 34,950,677.78 | 34,950,677.78 | 34,950,677.78 | - |
| | Net Change | 5,532,010.17 | 5,532,010.17 | 5,532,010.17 | - |
| Value at | 3/31/2024 | 40,482,687.95 | 40,482,687.95 | 40,482,687.95 | - |
| Certificate of Deposit Negotiable | | | | | |
| Value at | 12/31/2023 | 16,272,000.00 | 16,272,000.00 | 16,289,745.07 | 97,410.62 |
| | Net Change | 5,508,000.00 | 5,508,000.00 | 5,487,600.07 | 125,002.69 |
| Value at | 3/31/2024 | 21,780,000.00 | 21,780,000.00 | 21,777,345.14 | 222,413.31 |
| US Treasury Notes | | | | | |
| Value at | 12/31/2023 | 10,000,000.00 | 9,759,397.54 | 9,809,950.00 | 43,524.92 |
| | Net Change | 10,000,000.00 | 9,644,716.74 | 9,768,175.00 | 609.73 |
| Value at | 3/31/2024 | 20,000,000.00 | 19,404,114.28 | 19,578,125.00 | 44,134.65 |
| US Government Bonds (Agencies) | | | | | |
| Value at | 12/31/2023 | 17,210,000.00 | 17,041,189.94 | 17,068,012.00 | 94,803.05 |
| | Net Change | 4,300,000.00 | 4,030,725.83 | 4,133,327.30 | 25,087.36 |
| Value at | 3/31/2024 | 21,510,000.00 | 21,071,915.77 | 21,201,339.30 | 119,890.41 |
| Total Portfolio | | Par Value | Book Value | Market Value | Accrued Interest |
| Value at | 12/31/2023 | 171,617,255.22 | 171,207,842.70 | 171,302,962.29 | 235,738.59 |
| | Net Change | 6,208,187.36 | 5,583,629.93 | 5,789,289.73 | 150,699.78 |
| Value at | 3/31/2024 | 177,825,442.58 | 176,791,472.63 | 177,092,252.02 | 386,438.37 |

TOWN OF LITTLE ELM

Investment Portfolio Interest Earnings

Quarter Ending 3/31/2024



Interest Earnings

| Investment Type | FY 2020 Interest Earnings | FY 2021 Interest Earnings | FY 2022 Interest Earnings | FY 2023 Interest Earnings | 1st QTR | Jan-24 | Feb-24 | Mar-24 | FY2024 Interest Earnings |
|-----------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|------------------|----------------|----------------|----------------|--------------------------------|
| Cash Positions Bank | 922,000 | 497,865 | 685,298 | 3,643,690 | 987,812 | 450,900 | 396,128 | 368,621 | 1,215,649 |
| Cash Positions Pooled | 185,688 | 15,186 | 308,396 | 2,240,431 | 519,721 | 162,677 | 176,922 | 202,032 | 541,631 |
| Investments | 216,427 | 142,045 | 212,135 | 642,803 | 194,980 | 95,904 | 159,537 | 105,690 | 361,131 |
| Total Cash and Investments | 1,324,115 | 655,096 | 1,205,829 | 6,526,924 | 1,702,513 | 709,482 | 732,586 | 676,343 | 2,118,411 |



Date: 05/14/2024
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 **Ordinance No. 1755 Amending the FY 2023-2024 Annual Budget in accordance with Existing Statutory Requirements; Appropriating the Various Amounts Herein; Repealing all prior Ordinances and Actions in Conflict Herewith; and Providing for an Effective Date.**

DESCRIPTION:

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

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

General Fund:

Development Services had in the 5-year financial plan to prepare a long-range planning and unified development code. Council approved two contracts April 16, 2024 that will achieve this objective. The funding was in FY 2024 and FY 2025. We are requesting the funds in FY 2025 to be reauthorized in FY 2024 to fund the contracts and expediate the project. We are moving \$300,000 from development services FY 2025 budget to FY 2024. Development Services was asked to have a study done for the Hardwicke corner. Funding was not part of their operating budget and in an effort to move forward with this project, EDC will be funding half of the project. This budget amendment will add \$30,000 to the professional services line item to fund this study the Town is paying for.

During our first PO roll forward in the new ERP system (MUNIS), finance staff uncovered some purchase orders that rolled from FY 2023 into FY 2024 without the funding. We are re-establishing \$64,342 to ensure the purchase orders are funded for prior year commitments.

FERF:

The FERG is funded directly from Fire’s operating budget to replace equipment for Fire. All the funds

stay within this internal service fund. The budget amendment is requesting additional funds that rolled into the FERF's fund balance for ballistic vests and fire hoses in the amount of \$29,500. This fund has sufficient fund balance to spend for such additional equipment needs of Fire.

Park and Recreation Fund:

The Cove has a video wall that is behind the flow rider. Staff is replacing the broken video wall for \$144,000 which includes an electric panel. The funding for the unexpected replacement is coming from the reserve that has been established in this fund for such items. After transferring \$144,000 from the Park and Recreation Fund's equipment replacement reserves the balance left is \$161,465. This reserve will continue to be funded to replace the amount that was used for the video wall.

Hotel Occupancy Tax Fund:

At the time, the hotel tax fund budget was presented to Council, there was only the short-term rental software compliance program in the approved budget. The Tourism program has expanded due to staff's efforts and is able to use such funds to recruit and market such events. The budget amendment is requesting \$25,000 from fund balance to move forward in tourism recruitment and marketing.

Landscape Fund:

The Town has received tree mitigation revenue in the amount of \$120,462. The budget amendment is recognizing this revenue received in order to support expenses already planned out of this fund.

Construction In Progress (CIP) Funds:

There have been several CIP projects that funding needs to be identified.

- Wood Family Dog Park - \$75,608 funding from CDC \$25,608 and Escrow (donation) \$50,000 for a total project cost of \$425,608.
- Brent Trail received a true up from TxDOT after they reconciled all project costs. TxDOT also sent funds to the Town for Hart's Branch Trail. This is net neutral impact to the budget with recognizing the revenue and the expense of \$18,000.
- Fishtrap Road expansion project-the Town entered into an interlocal agreement with Denton County to spend \$1,188,000 for design that is completely funded from Denton County's TRIP-22 Road Bond Program. Council approved the interlocal agreement 4/2/2024. This budget amendment is reflecting the county proceeds and expense for the project.
- Cottonwood Park Phase I- this has been a project ongoing and funded from the 2021 CO Bonds. This budget amendment in the amount of \$6,166,025 is establishing the construction budget and funding from the CO Bonds.
- French Settlement – right of way access expenses associated with this project is being funded from water, wastewater, and road impact fees for a total of \$60,000.
- Fire Station #4/Police Annex building – Council approved the CMAR March 19, 2024. This budget amendment is establishing construction budget in the amount of \$9,704,209 and the funding from the 2022 and the planned issuance of the 2024 CO Bonds along with developer contribution.
- Animal Shelter expansion-this budget amendment is addressing the \$2,000,000 animal shelter expansion project from the planned 2024 CO Bonds that was discussed with Council at the 4/16/2024 Council workshop.
- US Highway 380 lighting – funding has already been provided for this project from North Roadway impact fees. This budget amendment is re-establishing the budget in the amount of \$168,650 now that Engineering is moving forward with TxDOT on this project.
- Manhole Rehab-Finance took a reimbursement resolution to Council in February to begin

water and wastewater projects that are funded from the future 2024 CO Bonds. This project is one of the many that has begun and the budget amendment is establishing budget authority in the amount of \$1,970,000.

- Westside water improvements - Finance took a reimbursement resolution to Council in February to begin water and wastewater projects that are funded from the future 2024 CO Bonds. This project is one of the many that has begun and the budget amendment is establishing budget authority in the amount of \$461,000.
- Public Works Service Center expansion-at the time of the budget adoption, we had not identified all costs associated with this project that is funded from the 2021 CO bonds. This budget amendment provides enough budget authority in the amount of \$735,600 to complete the project.

BUDGET IMPACT:

The budget impact is included in the description above.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Staff Memo-Ordinance No. 1755 FY2023-2024 Budget Amendment

Ordinance No. 1755 FY2023-2024 Budget Amendment

Exhibit A FY2023-2024 Budget Fund Summary

CIP Projects Planning



Finance Department

Kelly Wilson, Chief Financial Officer

Phone: 214-975-0415

kwilson@littleelm.org

TOWN COUNCIL CONSENT AGENDA

Date: May 14, 2024

PROJECT

Discussion and action approving Ordinance No. 1755 amending the FY 2023-2024 Annual Budget in accordance with existing statutory requirements; appropriating the various amounts herein; repealing all prior Ordinances and actions in conflict herewith; and providing for an effective date.

BACKGROUND

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

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

General Fund:

Development Services had in the 5-year financial plan to prepare a long-range planning and unified development code. Council approved two contracts April 16, 2024 that will achieve this objective. The funding was in FY 2024 and FY 2025. We are requesting the funds in FY 2025 to be reauthorized in FY 2024 to fund the contracts and expediate the project. We are moving \$300,000 from development services FY 2025 budget to FY 2024. Development Services was asked to have a study done for the Hardwicke corner. Funding was not part of their operating budget and in an effort to move forward with this project, EDC will be funding half of the project. This budget amendment will add \$30,000 to the professional services line item to fund this study the Town is paying for.

During our first PO roll forward in the new ERP system (MUNIS), finance staff uncovered some purchase orders that rolled from FY 2023 into FY 2024 without the funding. We are re-establishing \$64,342 to ensure the purchase orders are funded for prior year commitments.

FERF:

The FERG is funded directly from Fire's operating budget to replace equipment for Fire. All the funds stay within this internal service fund. The budget amendment is requesting additional funds that rolled into the FERG's fund balance for ballistic vests and fire hoses in the amount of \$29,500. This fund has sufficient fund balance to spend for such additional equipment needs of Fire.

Park and Recreation Fund:

The Cove has a video wall that is behind the flow rider. Staff is replacing the broken video wall for \$144,000 which includes an electric panel. The funding for the unexpected replacement is coming from the reserve that has been established in this fund for such items. After transferring \$144,000 from the Park and Recreation Fund's equipment replacement reserves the balance left is \$161,465. This reserve will continue to be funded to replace the amount that was used for the video wall.

Hotel Occupancy Tax Fund:

At the time, the hotel tax fund budget was presented to Council, there was only the short-term rental

software compliance program in the approved budget. The Tourism program has expanded due to staff's efforts and is able to use such funds to recruit and market such events. The budget amendment is requesting \$25,000 from fund balance to move forward in tourism recruitment and marketing.

Landscape Fund:

The Town has received tree mitigation revenue in the amount of \$120,462. The budget amendment is recognizing this revenue received in order to support expenses already planned out of this fund.

Construction In Progress (CIP) Funds:

There have been several CIP projects that funding needs to be identified.

- Wood Family Dog Park - \$75,608 funding from CDC \$25,608 and Escrow (donation) \$50,000 for a total project cost of \$425,608.
- Brent Trail received a true up from TxDOT after they reconciled all project costs. TxDOT also sent funds to the Town for Hart's Branch Trail. This is net neutral impact to the budget with recognizing the revenue and the expense of \$18,000.
- Fishtrap Road expansion project-the Town entered into an interlocal agreement with Denton County to spend \$1,188,000 for design that is completely funded from Denton County's TRIP-22 Road Bond Program. Council approved the interlocal agreement 4/2/2024. This budget amendment is reflecting the county proceeds and expense for the project.
- Cottonwood Park Phase I- this has been a project ongoing and funded from the 2021 CO Bonds. This budget amendment in the amount of \$6,166,025 is establishing the construction budget and funding from the CO Bonds.
- French Settlement – right of way access expenses associated with this project is being funded from water, wastewater, and road impact fees for a total of \$60,000.
- Fire Station #4/Police Annex building – Council approved the CMAR March 19, 2024. This budget amendment is establishing construction budget in the amount of \$9,704,209 and the funding from the 2022 and the planned issuance of the 2024 CO Bonds along with developer contribution.
- Animal Shelter expansion-this budget amendment is addressing the \$2,000,000 animal shelter expansion project from the planned 2024 CO Bonds that was discussed with Council at the 4/16/2024 Council workshop.
- US Highway 380 lighting – funding has already been provided for this project from North Roadway impact fees. This budget amendment is re-establishing the budget in the amount of \$168,650 now that Engineering is moving forward with TxDOT on this project.
- Manhole Rehab-Finance took a reimbursement resolution to Council in February to begin water and wastewater projects that are funded from the future 2024 CO Bonds. This project is one of the many that has begun and the budget amendment is establishing budget authority in the amount of \$1,970,000.
- Westside water improvements - Finance took a reimbursement resolution to Council in February to begin water and wastewater projects that are funded from the future 2024 CO Bonds. This project is one of the many that has begun and the budget amendment is establishing budget authority in the amount of \$461,000.
- Public Works Service Center expansion-at the time of the budget adoption, we had not identified all costs associated with this project that is funded from the 2021 CO bonds. This budget amendment provides enough budget authority in the amount of \$735,600 to complete the project.

RECOMMENDED ACTION

Staff recommends approval of Ordinance No. 1755 amending the FY 2023-2024 Annual Budget for appropriations as presented.

ATTACHMENTS

1. Ordinance No. 1755
2. Exhibit A
3. Capital Improvement Program

ORDINANCE NO. 1755

AN ORDINANCE OF THE TOWN COUNCIL OF LITTLE ELM, TEXAS ("TOWN"), AUTHORIZING CERTAIN BUDGET AMENDMENT PERTAINING TO THE FISCAL YEAR 2023-2024 BUDGET; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, a budget amendment has been prepared for certain appropriations and expenditures in the FY 2023-2024 Budget and submitted to the Town Council for approval and a true and correct copy is attached as Exhibit A.

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

SECTION 1. Pursuant to the Town Charter requirements of the Town of Little Elm, Texas, in the year 2023-2024, a Budget Amendment attached as Exhibit A is hereby authorized and approved.

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

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas this the 14th day of May, 2024.

APPROVED:

Curtis J Cornelious
Mayor

ATTEST:

Caitlan Biggs
Town Secretary

Ordinance 1755
EXHIBIT "A"
BUDGET AMENDMENT
FISCAL YEAR 2023-2024
May 14, 2024

| GENERAL FUND | Original Budget | Current Budget | Amended Budget | Increase (Decrease) |
|--------------------------------|------------------------|-----------------------|-----------------------|----------------------------|
| Revenue: | | | | |
| All Revenue Sources | \$ 51,537,540 | \$ 51,757,341 | \$ 51,757,341 | \$ - |
| Total Revenue | \$ 51,537,540 | \$ 51,757,341 | \$ 51,757,341 | \$ - |
| Expenditures: | | | | |
| Total Expenditures | \$ 51,138,545 | \$ 52,380,298 | \$ 52,774,640 | \$ 394,342 |
| Total Transfers Out | 3,490,783 | 6,490,783 | 6,490,783 | |
| Total Expenditures | \$ 54,629,328 | \$ 58,871,081 | \$ 59,265,423 | \$ 394,342 |
| HOT | Original Budget | Current Budget | Amended Budget | Increase (Decrease) |
| Revenue: | | | | |
| All Revenue Sources | \$ 213,719 | \$ 213,719 | \$ 213,719 | \$ - |
| Total Revenue | \$ 213,719 | \$ 213,719 | \$ 213,719 | \$ - |
| Expenditures: | | | | |
| Total Expenditures | \$ 7,000 | \$ 7,000 | \$ 32,000 | \$ 25,000 |
| Total Transfers Out | - | - | - | |
| Total Expenditures | \$ 7,000 | \$ 7,000 | \$ 32,000 | \$ 25,000 |
| Governmental CIP Fund | Original Budget | Current Budget | Amended Budget | Increase (Decrease) |
| Revenue: | | | | |
| All Revenue Sources | \$ 14,966,024 | \$ 23,702,254 | \$ 42,914,096 | \$ 19,211,842 |
| Total Revenue | \$ 14,966,024 | \$ 23,702,254 | \$ 42,914,096 | \$ 19,211,842 |
| Expenditures: | | | | |
| Total Expenditures | \$ 24,994,203 | \$ 34,147,699 | \$ 53,528,191 | \$ 19,380,492 |
| Total Transfers Out | - | - | - | - |
| Total Expenditures | \$ 24,994,203 | \$ 34,147,699 | \$ 53,528,191 | \$ 19,380,492 |
| Utility CIP Fund | Original Budget | Current Budget | Amended Budget | Increase (Decrease) |
| Revenue: | | | | |
| All Revenue Sources | \$ 23,414,712 | \$ 25,170,512 | \$ 28,337,112 | \$ 3,166,600 |
| Total Revenue | \$ 23,414,712 | \$ 25,170,512 | \$ 28,337,112 | \$ 3,166,600 |
| Expenditures: | | | | |
| Exepnditures | \$ 6,665,567 | \$ 10,409,173 | \$ 13,575,773 | 3,166,600 |
| Total Transfers Out | - | - | - | - |
| Total Expenditures | \$ 6,665,567 | \$ 10,409,173 | \$ 13,575,773 | \$ 3,166,600 |
| Roadway Impact Fee Fund | Original Budget | Current Budget | Amended Budget | Increase (Decrease) |
| Revenue: | | | | |
| All Revenue Sources | \$ 175,000 | \$ 175,000 | \$ 175,000 | \$ - |
| Total Revenue | \$ 175,000 | \$ 175,000 | \$ 175,000 | \$ - |
| Expenditures: | | | | |
| Total Expenditures | \$ 700,000 | \$ 700,000 | \$ 700,000 | \$ - |
| Total Transfers Out | - | 100,700 | 151,700 | 51,000 |
| Total Expenditures | \$ 700,000 | \$ 800,700 | \$ 851,700 | \$ 51,000 |
| Water Impact Fee Fund | Original Budget | Current Budget | Amended Budget | Increase (Decrease) |
| Revenue: | | | | |
| All Revenue Sources | \$ 180,000 | \$ 180,000 | \$ 180,000 | \$ - |
| Total Revenue | \$ 180,000 | \$ 180,000 | \$ 180,000 | \$ - |
| Expenditures: | | | | |
| Total Expenditures | \$ - | \$ - | \$ - | \$ - |
| Total Transfers Out | 760,910 | 760,910 | 769,010 | 8,100 |
| Total Expenditures | \$ 760,910 | \$ 760,910 | \$ 769,010 | \$ 8,100 |

Ordinance 1755
EXHIBIT "A"
BUDGET AMENDMENT
FISCAL YEAR 2023-2024
May 14, 2024

| Wastewater Impact Fee Fund | Original Budget | Current Budget | Amended Budget | Increase (Decrease) |
|-----------------------------------|------------------------|-----------------------|-----------------------|----------------------------|
| Revenue: | | | | |
| All Revenue Sources | \$ 100,000 | \$ 100,000 | \$ 100,000 | \$ - |
| Total Revenue | \$ 100,000 | \$ 100,000 | \$ 100,000 | \$ - |
| Expenditures: | | | | |
| Total Expenditures | \$ - | \$ - | \$ - | \$ - |
| Total Transfers Out | - | 755,800 | 756,700 | 900 |
| Total Expenditures | \$ - | \$ 755,800 | \$ 756,700 | \$ 900 |
| Park and Rec Fund | Original Budget | Current Budget | Amended Budget | Increase (Decrease) |
| Revenue: | | | | |
| All Revenue Sources | \$ 5,296,500 | \$ 5,296,500 | \$ 5,296,500 | \$ - |
| Total Revenue | \$ 5,296,500 | \$ 5,296,500 | \$ 5,296,500 | \$ - |
| Expenditures: | | | | |
| Total Expenditures | \$ 5,645,714 | \$ 5,651,762 | \$ 5,795,762 | \$ 144,000 |
| Total Transfers Out | 1,400 | 1,400 | 1,400 | - |
| Total Expenditures | \$ 5,647,114 | \$ 5,653,162 | \$ 5,797,162 | \$ 144,000 |
| Landscape Fund | Original Budget | Current Budget | Amended Budget | Increase (Decrease) |
| Revenue: | | | | |
| All Revenue Sources | \$ 504,013 | \$ 504,013 | \$ 624,475 | \$ 120,462 |
| Total Revenue | \$ 504,013 | \$ 504,013 | \$ 624,475 | \$ 120,462 |
| Expenditures: | | | | |
| Total Expenditures | \$ 818,000 | \$ 833,577 | \$ 833,577 | \$ - |
| Total Transfers Out | - | - | - | - |
| Total Expenditures | \$ 818,000 | \$ 833,577 | \$ 833,577 | \$ - |
| FERF | Original Budget | Current Budget | Amended Budget | Increase (Decrease) |
| Revenue: | | | | |
| All Revenue Sources | \$ 451,325 | \$ 451,325 | \$ 451,325 | \$ - |
| Total Revenue | \$ 451,325 | \$ 451,325 | \$ 451,325 | \$ - |
| Expenditures: | | | | |
| Total Expenditures | \$ 401,668 | \$ 401,668 | \$ 431,168 | \$ 29,500 |
| Total Transfers Out | - | - | - | - |
| Total Expenditures | \$ 401,668 | \$ 401,668 | \$ 431,168 | \$ 29,500 |
| CDC | Original Budget | Current Budget | Amended Budget | Increase (Decrease) |
| Revenue: | | | | |
| All Revenue Sources | \$ 1,809,465 | \$ 1,809,465 | \$ 1,809,465 | \$ - |
| Total Revenue | \$ 1,809,465 | \$ 1,809,465 | \$ 1,809,465 | \$ - |
| Expenditures: | | | | |
| Total Expenditures | \$ 603,700 | \$ 663,700 | \$ 638,092 | \$ (25,608) |
| Total Transfers Out | 65,000 | 65,000 | 90,608 | \$ 25,608 |
| Total Expenditures | \$ 668,700 | \$ 728,700 | \$ 728,700 | \$ - |

| | |
|-----------------------------|----------------------|
| Total Revenue | \$ 22,498,904 |
| Total Expenditures | \$ 23,199,934 |
| Net Effect All Funds | \$ (701,030) |

TOWN OF LITTLE ELM
CAPITAL IMPROVEMENT PLAN

| Street Projects | | | | | | | | | | |
|--------------------------|--|-------------|--------------|--------------|--------------|--------------|----------------|--------------|----------------------------------|---------------|
| Project Number | Project Description | Prior Years | FY 2022-2023 | FY 2023-2024 | FY 2024-2025 | FY 2025-2026 | FY 2026 - 2027 | FY 2027-2028 | FY 2029 - 2034 PLANNING YEARS | TOTAL PROJECT |
| 50-01 | King Road | 43,613 | 326,008 | 179,150 | 5,416,529 | | | | | 5,965,300 |
| 50-07 | Button Street | 1,180,174 | | | | | | | | 1,180,174 |
| 50-13 | French Settlement/Dickson Lane Signal | 2,222,248 | | 60,000 | | | | | | 2,282,248 |
| | Contract Street Maintenance (Fund 1115 & 112-50) | 6,108,001 | 1,774,413 | 1,850,000 | 1,860,000 | 1,875,000 | 1,885,000 | 1,900,000 | 9,500,000 | 26,752,414 |
| 50-24 | Roadway Impact Fee Study | | 24,287 | 21,767 | | | | | | 46,054 |
| DEV/County | 2931 Connector (FM 720 to FM 2931 Ext.-HEB Rd) | | | 1,619,730 | | | | | 6,618,110 | 8,237,840 |
| DEV | 2931 Extension (4 Lane) Ryan Spiritas Parkway | | 2,400,000 | - | | | | | 10,802,368 | 13,202,368 |
| County | Fishtrap (4 Lane-concrete UP Blvd to FM 1385) | | | 1,188,000 | | | | | 11,000,000 | 12,188,000 |
| County | Hill Lane | 204,783 | 294,816 | 276,101 | 10,468,000 | | | | - | 11,243,700 |
| County | North Oak Grove Parkway | | | | 600,000 | 2,912,500 | 2,312,500 | | | 5,825,000 |
| County | Union Park-Prmenande and Pergola Parkway turn lane | 1,557,832 | 173,092 | | | | | | | 1,730,924 |
| | Woodrow Circle | | 790,367 | - | | | | | - | 790,367 |
| 50-15 | Lakefront Parking Lot | 3,185,596 | 116,143 | | | | | | | 3,301,739 |
| 10-04 | Town Hall Parking Lot Expansion | 175,099 | | | | | | | | 175,099 |
| 50-21 | Lobo Lane Technology Park | 90,529 | 1,161,453 | 488,530 | | | | | | 1,740,512 |
| Subtotal Street Projects | | 14,767,875 | 7,060,578 | 5,683,278 | 18,344,529 | 4,787,500 | 4,197,500 | 1,900,000 | 40,314,557 | 97,055,817 |

| Traffic Projects | | | | | | | | | | |
|---------------------------|---|-------------|--------------|--------------|--------------|--------------|----------------|--------------|----------------------------------|---------------|
| Project Number | Project Description | Prior Years | FY 2022-2023 | FY 2023-2024 | FY 2024-2025 | FY 2025-2026 | FY 2026 - 2027 | FY 2027-2028 | FY 2029 - 2034 PLANNING YEARS | TOTAL PROJECT |
| 50-04 | Signalization Projects | 343,679 | | | | | | | - | 343,679 |
| 50-16 | US 380 Lighting | | - | 21,480 | 314,313 | | | | | 335,793 |
| 50-17 | US 380 Plan Revisions | 441,238 | | | | | | | | 441,238 |
| 50-18 | 423 Traffic Signal (TxDOT funded) | | | | 450,000 | | | | | 450,000 |
| 50-23 | Oakgrove Parkway/Eldorado Parkway Traffic Study | 6,750 | 4,725 | 6,025 | 75,000 | | | | | 92,500 |
| | Oakgrove Parkway North Lighting | | | | | | | | 1,000,000 | 1,000,000 |
| DEV | HEB/720 Traffic Signals | | - | | 500,000 | | | | | 500,000 |
| Town/County | Main Street Traffic Signal | | 8,485 | 41,315 | 594,000 | | | | | 643,800 |
| Subtotal Traffic Projects | | 791,667 | 13,210 | 68,820 | 1,339,313 | - | - | - | 1,000,000 | 3,807,010 |

| Park Projects | | | | | | | | | | |
|----------------|---|-------------|--------------|--------------|--------------|--------------|----------------|--------------|----------------------------------|---------------|
| Project Number | Project Description | Prior Years | FY 2022-2023 | FY 2023-2024 | FY 2024-2025 | FY 2025-2026 | FY 2026 - 2027 | FY 2027-2028 | FY 2029 - 2034 PLANNING YEARS | TOTAL PROJECT |
| 55-04 | Lakefront Trails | 3,631,431 | | | | | | | | 3,631,431 |
| 55-09 | McCord Park Splash Pad | 2,503,811 | | | | | | | | 2,503,811 |
| 55-13 | McCord Park Dog Park | 1,914,684 | | | | | | | | 1,914,684 |
| | McCord Park Dog Park Expansion | | | 350,000 | | | | | | 350,000 |
| 55-14 | McCord Park Trail | 11,303 | | | | | | | | 11,303 |
| 55-10 | Hartsbranch Trail | 2,546,032 | | (38,066) | | | | | | 2,507,966 |
| 55-11 | Brent Elementary Trail | 469,825 | | 17,605 | | | | | | 487,430 |
| 55-16 | Cottonwood Park Improvements (Lakefront Park) | 426,756 | 397,075 | 8,786,189 | 1,278,060 | | | | 17,600,000 | 28,488,081 |
| 55-17 | Little Elm Park Parking Expansion | 42,000 | 900 | | 504,000 | | | | | 546,900 |
| 55-21 | Little Elm Park Trash Management System | 32,689 | | | | | | | | 32,689 |
| 55-18 | Little Elm Pedestrian Bridge | | - | | 300,000 | - | | | | 300,000 |
| | Trails Regional Connections | | | | | | | | 1,000,000 | 1,000,000 |
| 55-19 | The Lawn @ Lakefront | 295,750 | 4,332,320 | 216,182 | | | | | | 4,844,252 |
| 55-26 | Screen Wall (Palladium) - The Lawn | | 87,651 | | | | | | | 87,651 |
| 55-20 | TxDOT Green Ribbon Phase I | 1,371,361 | 17,850 | 10,400 | | | | | | 1,399,612 |

TOWN OF LITTLE ELM
CAPITAL IMPROVEMENT PLAN

| Project Number | Project Description | Prior Years | FY 2022-2023 | FY 2023-2024 | FY 2024-2025 | FY 2025-2026 | FY 2026 - 2027 | FY 2027-2028 | FY 2029 - 2034 PLANNING YEARS | TOTAL PROJECT |
|------------------------|---|-------------|--------------|--------------|--------------|--------------|----------------|--------------|----------------------------------|---------------|
| | TxDOT Green Ribbon Phase II | | | 1,158,512 | | | | | | 1,158,512 |
| 55-23 | Youth Softball Fields - Lakeside Middle | 371,975 | 7,718,627 | 306,737 | | | | | | 8,397,339 |
| 55-24 | Youth Baseball Field Improvements - Cottonwood Park | 1,280,940 | | | | | | | | 1,280,940 |
| 55-25 | Little Elm Park Camping Improvements | 97,705 | 28,640 | 148,930 | 2,561,125 | | | | | 2,836,400 |
| | Eldorado Parkway Fencing (LE Park) | | | 500,000 | | | | | | |
| 55-26 | Cottonwood Park Phase II -RV and Camping | | 49,950 | - | - | | | | - | 49,950 |
| Subtotal Park Projects | | 14,996,261 | 12,633,013 | 11,456,490 | 4,643,185 | - | - | - | 18,600,000 | 61,828,950 |

| Facility Projects | | | | | | | | | | |
|----------------------------|--|-------------|--------------|--------------|--------------|--------------|----------------|--------------|----------------------------------|---------------|
| Project Number | Project Description | Prior Years | FY 2022-2023 | FY 2023-2024 | FY 2024-2025 | FY 2025-2026 | FY 2026 - 2027 | FY 2027-2028 | FY 2029 - 2034 PLANNING YEARS | TOTAL PROJECT |
| 55-01 | Recreation Center Expansion | 5,821,708 | | | | | | | | 5,821,708 |
| 55-15 | Aquatics Center | 24,335,688 | | | | | | | | 24,335,688 |
| 50-19 | Rec/Aquatic Center Electric Car Charging Station | 55,431 | | | | | | | | 55,431 |
| 58-03 | Firestation Settlement | 570,245 | | | | | | | | 570,245 |
| 10-05 | Multi-Use Center | 2,846,347 | | | | | | | 2,000,000 | 4,846,347 |
| 10-04 | Town Hall Remodel | 27,623 | 3,650 | | | | | | | 31,273 |
| 10-04 | Public Safety Buildouts | 128,000 | | | | | | | | 128,000 |
| 10-04 | Marketing Department Buildouts | 110,000 | | | | | | | | 110,000 |
| 10-07 | McCord Park Warning Siren | 10,800 | | | | | | | | 10,800 |
| 10-09 | Town Hall Remodel Phase II | 1,262,382 | 87,996 | | | | | | | 1,350,378 |
| | Wayfinding Project | 503,539 | 78,832 | | | | | | | 582,371 |
| 10-10 | Fire Station # 4/Police Substation | 14,000 | 294,608 | 16,350,048 | 600,000 | | | | - | 17,258,656 |
| | Aquatic Center Expansion-Phase II | | | | | | | | 7,000,000 | 7,000,000 |
| | Aquatic Center Expansion-Phase III | | | | | | | | 9,200,000 | 9,200,000 |
| 10-11 | 3 Early Warning Sirens-Paloma and Union Park areas | | - | 101,662 | | | | | | 101,662 |
| Subtotal Facility Projects | | 35,685,763 | 465,086 | 16,350,048 | 600,000 | - | - | - | 18,200,000 | 71,402,558 |

| Equipment Projects | | | | | | | | | | |
|-----------------------------|-------------------------------|-------------|--------------|--------------|--------------|--------------|----------------|--------------|----------------------------------|---------------|
| Project Number | Project Description | Prior Years | FY 2022-2023 | FY 2023-2024 | FY 2024-2025 | FY 2025-2026 | FY 2026 - 2027 | FY 2027-2028 | FY 2029 - 2034 PLANNING YEARS | TOTAL PROJECT |
| 30-01 | Public Safety Command Vehicle | 599,853 | | | | | | | | 599,853 |
| | Radio Communications | | | 240,575 | 295,832 | 206,858 | 219,922 | 274,943 | | 1,238,130 |
| Subtotal Equipment Projects | | - | - | 240,575 | 295,832 | 206,858 | 219,922 | 274,943 | - | 1,837,983 |

| Drainage Projects | | | | | | | | | | |
|----------------------------|--|-------------|--------------|--------------|--------------|--------------|----------------|--------------|----------------------------------|---------------|
| Project Number | Project Description | Prior Years | FY 2022-2023 | FY 2023-2024 | FY 2024-2025 | FY 2025-2026 | FY 2026 - 2027 | FY 2027-2028 | FY 2029 - 2034 PLANNING YEARS | TOTAL PROJECT |
| | Wynfield Farms Outfalls-debri seperators | | | - | | 120,000 | | | | 120,000 |
| 62-02 | Canyon Lake Retaining Walls | 295,000 | | | | | | | | 295,000 |
| 62-03 | Crescant Lake Retaining Walls | 306,328 | | | | | | | | 306,328 |
| | Shell Beach Drainage-debri seperators | | | - | 75,000 | | | | | 75,000 |
| 55-12 | Beach Drainage | 159,025 | | | | | | | | 159,025 |
| 62-01 | McCord Park Trail Drainage | 95,000 | - | 25,000 | | | | | 500,000 | 620,000 |
| | Dog Park creekside clearing | | | 25,000 | | | | | | |
| | TCEQ erosion control | | 35,000 | | | | | | | |
| | Lakefront Trail Drainage | 35,300 | | | | | | | | 35,300 |
| | Waterview Drive Repair | 63,549 | | | | | | | | 63,549 |
| | Hilltown (Cedar, Cottonwood, Post Oak) - study | | 51,000 | | | | | | | 51,000 |
| Subtotal Drainage Projects | | 954,202 | 86,000 | 50,000 | 75,000 | 120,000 | - | - | 500,000 | 1,674,202 |

TOWN OF LITTLE ELM
CAPITAL IMPROVEMENT PLAN

| Project Number | Project Description | Prior Years | FY 2022-2023 | FY 2023-2024 | FY 2024-2025 | FY 2025-2026 | FY 2026 - 2027 | FY 2027-2028 | FY 2029 - 2034 PLANNING YEARS | TOTAL PROJECT |
|----------------|---------------------|-------------|--------------|--------------|--------------|--------------|----------------|--------------|----------------------------------|---------------|
|----------------|---------------------|-------------|--------------|--------------|--------------|--------------|----------------|--------------|----------------------------------|---------------|

| Total Governmental Projects | Prior Years | FY 2022-2023 | FY 2023-2024 | FY 2024-2025 | FY 2025-2026 | FY 2026 - 2027 | FY 2027-2028 | FY 2029 - 2034 PLANNING YEARS | TOTAL PROJECT |
|-----------------------------|-------------|--------------|--------------|--------------|--------------|----------------|--------------|----------------------------------|---------------|
| | 67,195,769 | 20,257,886 | 33,849,211 | 25,297,859 | 5,114,358 | 4,417,422 | 2,174,943 | 78,614,557 | 237,606,520 |

Water Projects

| Project Number | Project Description | Prior Years | FY 2022-2023 | FY 2023-2024 | FY 2024-2025 | FY 2025-2026 | FY 2026 - 2027 | FY 2027-2028 | FY 2029 - 2034 PLANNING YEARS | TOTAL PROJECT |
|-------------------------|--|-------------|--------------|--------------|--------------|--------------|----------------|--------------|----------------------------------|---------------|
| 76-13 | French Settlement | 253,903 | | | | | | | | 253,903 |
| 76-01 | Meters | 1,501,937 | | | | | | | | 1,501,937 |
| 76-34 | FM 423 Repaint/Mansell Tank/Pro | 1,461,308 | | | | | | | | 1,461,308 |
| 76-37 | West Side Lift Station No. 2 | 679,350 | | | | | | | | 679,350 |
| 76-41 | Waste Water Treatment Plant | 10,807,634 | | | | | | | | 10,807,634 |
| 72-01 | Service Center and WWTP Lab Expansion | 2,047,871 | 1,643,035 | 1,482,811 | | | | | | 5,173,717 |
| 61-08 | Impact Fee Study | | 25,847 | 23,166 | | | | | | 49,013 |
| 61-09 | King Road Utility Work | 396,755 | 7,500 | 351,476 | 870,213 | | | | | 1,625,944 |
| 61-10 | West Side Water Pressure Study | 64,647 | 32,508 | | | | | | | 97,155 |
| 61-18 | West Side Water Pressure Improvements | 64,647 | 9,163 | 1,020,750 | 5,000,000 | 4,000,000 | | | | 10,094,560 |
| 61-11 | West Side Interconnection Design/Agreements | | 33,000 | | | | | | | 33,000 |
| 61-16 | West Side Water Emergency Interconnect | | - | 390,910 | | | | | | 390,910 |
| | 12-Inch Water Along West Eldorado Parkway | | | | | | | | 1,725,000 | 1,725,000 |
| | Mansell Pump Station Improvements Phase II | | | | 1,650,000 | | | | | 1,650,000 |
| 61-15 | Mansell 24-Inch Transmission Lines | | | 370,000 | 3,100,000 | | | | | 3,470,000 |
| 61-17 | Mansell Tank Rehabilitation | | | | | | | | 2,000,000 | 2,000,000 |
| 61-19 | Woodrow Circle Water | | 176,640 | 11,375 | | | | | | 188,015 |
| 61-12 | TX AWIA Resiliency Plan & Implementation | 87,046 | | | | | | | | 87,046 |
| 61-13 | Retrofit Meter Vaults - Greenwood, Lobo, Main Street | | - | 119,400 | | | | | | 119,400 |
| 61-20 | Cottonwood Park Expansion - water line extension | | - | 300,000 | | | | | | 300,000 |
| | SCADA Improvements | 24,988 | 208,143 | 1,184,239 | | | | | | 1,417,370 |
| Subtotal Water Projects | | 17,390,087 | 2,135,836 | 5,254,126 | 10,620,213 | 4,000,000 | - | - | 3,725,000 | 43,125,262 |

| Total Water Projects | Prior Years | FY 2022-2023 | FY 2023-2024 | FY 2024-2025 | FY 2025-2026 | FY 2026 - 2027 | FY 2027-2028 | FY 2029 - 2034 PLANNING YEARS | TOTAL PROJECT |
|----------------------|-------------|--------------|--------------|--------------|--------------|----------------|--------------|----------------------------------|---------------|
| | 17,390,087 | 2,135,836 | 5,254,126 | 10,620,213 | 4,000,000 | - | - | 3,725,000 | 43,125,262 |

Wastewater Projects

| Project Number | Project Description | Prior Years | FY 2022-2023 | FY 2023-2024 | FY 2024-2025 | FY 2025-2026 | FY 2026 - 2027 | FY 2027-2028 | FY 2029 - 2034 PLANNING YEARS | TOTAL PROJECT |
|----------------|---|-------------|--------------|--------------|--------------|--------------|----------------|--------------|----------------------------------|---------------|
| 76-29 | King Road Utility Work | 35,488 | 121,372 | | | | | | | 156,860 |
| 72-04 | WWTP UV Module Upgrade | 93,155 | 33,075 | 30,600 | | | | | 3,500,000 | 3,656,830 |
| 72-02 | WWTP Fine Screen - Design | 122,967 | 593,358 | | | | | | | 716,326 |
| 72-09 | WWTP Dewatering/Clarifier #1 Improvements | 48,300 | 27,807 | 3,854,572 | | | | | | 3,930,679 |
| | WWTP Lift Station Recoating | | | - | - | | | | | - |
| | I&I Evaluation - PACP and Cleaning | | | | | | | | 1,750,000 | 1,750,000 |
| | Lift Station Evaluation | | | | | | | | - | - |
| | WWTP Generator Upgrades | | - | | - | | | | 3,000,000 | 3,000,000 |
| 76-36 | McCord Park Brent Elementary Reuse Improvements | 80,081 | 32,592 | 24,283 | 761,857 | | | | | 898,812 |
| 72-19 | Woodrow Circle Sewer | | 182,791 | 7,324 | | | | | | 190,115 |
| | Repairs per I&I Evaluation | | | | | | | | 600,000 | 600,000 |
| 72-08 | Hillside Beach Sewer | 19,320 | | | | | | | | 19,320 |

TOWN OF LITTLE ELM
CAPITAL IMPROVEMENT PLAN

| Project Number | Project Description | Prior Years | FY 2022-2023 | FY 2023-2024 | FY 2024-2025 | FY 2025-2026 | FY 2026 - 2027 | FY 2027-2028 | FY 2029 - 2034 PLANNING YEARS | TOTAL PROJECT |
|------------------------------|---|-------------|--------------|--------------|--------------|--------------|----------------|--------------|----------------------------------|---------------|
| | WWTP Re-Rating Study and TPDES Permit Amendment | | | | | | | | 80,000 | 80,000 |
| 76-12 | Cottonwood Manhole Rehabilitation | 82,958 | - | | | | | | | 82,958 |
| 72-07 | Cottonwood Creek Improvements (Kings Crossing) | 44,594 | - | | | | | | | 44,594 |
| 72-11 | Harvey Circle Manhole/Sewer Line relocation Rehab | 94,455 | | | | | | | | 94,455 |
| 76-44 | WWTP Filter System Upgrade | 59,374 | | | | | | | | 59,374 |
| 72-20 | Cottonwood Park Expansion - WW line extension | | 300,000 | | | | | | | 300,000 |
| 61-08 | Impact Fee Study | | 25,847 | 23,166 | | | | | | 49,013 |
| 76-37 | SCADA Improvements | 24,988 | 208,143 | 1,184,239 | | | | | | 1,417,370 |
| 76-17 | Sewer and Manhole assessment | | 107,700 | | | | | | | 107,700 |
| | Wynnfield Farms Manhole rehab (23 manholes) | | 292,525 | 2,200,000 | - | | | | | 2,492,525 |
| | WWTP automation/moderization | | | | 500,000 | 500,000 | | | | 1,000,000 |
| Subtotal Wastewater Projects | | 705,680 | 1,925,210 | 7,324,184 | 1,261,857 | 500,000 | - | - | 8,930,000 | 17,154,405 |

| Total Wastewater Projects | Prior Years | FY 2022-2023 | FY 2023-2024 | FY 2024-2025 | FY 2025-2026 | FY 2026 - 2027 | FY 2027-2028 | FY 2029 - 2034 PLANNING YEARS | TOTAL PROJECT |
|---------------------------|-------------|--------------|--------------|--------------|--------------|----------------|--------------|----------------------------------|---------------|
| | 482,269 | 1,925,210 | 7,324,184 | 1,261,857 | 500,000 | - | | 8,930,000 | 17,154,405 |

| Total All Projects | Prior Years | FY 2022-2023 | FY 2023-2024 | FY 2024-2025 | FY 2025-2026 | FY 2026 - 2027 | FY 2027-2028 | FY 2029 - 2034 PLANNING YEARS | TOTAL PROJECT |
|--------------------|-------------|--------------|--------------|--------------|--------------|----------------|--------------|----------------------------------|---------------|
| | 85,068,125 | 24,318,933 | 46,427,521 | 37,179,928 | 9,614,358 | | | 91,269,557 | 297,886,187 |



Date: 05/14/2024
Agenda Item #: 5. D.
Department: Finance
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to Approve the **Unaudited Quarterly Budget to Actual Report for the Quarter Ending March 31, 2024.**

DESCRIPTION:

The purpose of this item is to provide the Town Council with a report of the financial performance of the Town regarding its Budget of Revenues and Expenditures for the 2nd Quarter of the Fiscal Year 2023-2024.

BUDGET IMPACT:

At March 31, 2024, the budget for all major funds is targeted at 50% since this is the second quarter of the FY2023-2024 financial period. This is an unaudited financial report that represents the town's financial condition as it relates to the amended budget. Please see notes outlined throughout the report that highlight specific financial data.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Staff Memo-2nd Qtr Budget to Actual
Q2 Financial Report for Major Funds

MEMORANDUM

TO: MATT MUELLER, TOWN MANAGER
FROM: KELLY WILSON, CHIEF FINANCIAL OFFICER
SUBJ: BUDGET REPORT FOR PERIOD MARCH 31, 2024
CC: MAYOR AND COUNCIL

The attached is Budget to Actual Information for the fiscal period ending March 31, 2024. This period ending represents 50% of the Town's fiscal year. This information is unaudited and provides a snapshot of our financial information in a budgetary basis.

Cash and Investment Position: The Town maintains an excellent cash position with all idle funds in interest bearing accounts or secured investments. Total interest earned through this reporting period was \$2,118,411. Total cash and investments on hand at the end of the reporting period is \$177,092,252. For detailed information, please refer to the quarterly investment report.

Budget: As of March 31, 2024, the budget is as follows for major funds with the **target at 50%**; the major funds are presented in summary below.

Revenues:

| <i>Major Funds – Sources</i> | | <i>Budget</i> | | <i>YTD</i> | <i>% Earned</i> |
|-------------------------------------|----|----------------------|----|-------------------|------------------------|
| General Fund | \$ | 51,757,341 | \$ | 43,173,750 | 83.4% |
| Park and Recreation Fund | | 5,296,500 | | 1,871,052 | 35.3% |
| Street Maintenance Fund | | 1,866,805 | | 714,209 | 38.3% |
| Water and Sewer Fund | | 23,834,485 | | 8,800,322 | 36.9% |
| Solid Waste Fund | | 4,114,762 | | 2,000,212 | 48.6% |
| Storm Drainage System Fund | | 818,000 | | 396,580 | 48.5% |

Expenditures:

| <i>Major Funds - Uses</i> | | <i>Budget</i> | | <i>YTD</i> | <i>% Used</i> |
|----------------------------------|----|----------------------|----|-------------------|----------------------|
| General Fund | \$ | 58,871,081 | \$ | 28,375,111 | 48.2% |
| Park and Recreation Fund | | 5,562,182 | | 2,593,265 | 45.9% |
| Street Maintenance Fund | | 1,879,465 | | 1,245,822 | 66.3% |
| Water and Sewer Fund | | 27,669,141 | | 8,533,787 | 30.8% |
| Solid Waste Fund | | 4,113,255 | | 1,830,462 | 44.5% |
| Storm Drainage System Fund | | 666,991 | | 202,863 | 30.4% |

General Fund Revenue and Expense Summary: Total General Fund revenue is pacing ahead of last year relative to the total budget by 3.3%. Total revenue through this period is \$43,173,750, or 83.4% of the budget, due to the timing of property tax collections. Property Tax collection typically start in October and spike with collections in December and January. Total General Fund expenditures through this period total to \$28,375,111, or 48.2% of the budget. All department activities are within expected levels through the reporting period. Please refer to the quarterly financial report for detailed information.

FINANCE DEPARTMENT
BUDGET REPORT

General Fund and Debt Service Fund Property Taxes:

The Property Tax collections for the fiscal year received through March are:

| General & Debt | General Fund Budget | General Fund YTD Actual | Debt Service Fund Budget | Debt Service Fund YTD Actual |
|---------------------------|----------------------------|--------------------------------|---------------------------------|-------------------------------------|
| Current Levy | \$25,441,466 | \$28,321,946 | \$9,872,576 | \$10,538,145 |
| Penalty and Interest | 60,000 | 46,911 | - | 19,133 |
| Prior Year Property Taxes | 75,000 | 10,249 | - | -3,790 |
| Total | \$25,576,466 | \$28,379,105 | \$9,872,576 | \$10,553,489 |

Town-wide Ad Valorem property tax collections as of March 31, 2024 reflect \$44,885,102 or 98.73% on a tax levy of \$45,446,521.

Sales Tax: The Town's total sales tax budget (2 cents) is \$14,435,720. For this reporting period, the Town has received four distributions of sales tax from the State Comptroller's office. The sales tax distribution reflects the Town's portion of October-January sales tax. The table below summaries total sales tax collections through this reporting period. The figures below do not include any reduction to Sales Tax associated with any development, 380 or economic development agreements.

| Fiscal Year | Total Sales Tax Received | 1¢ City | .50¢ EDC | .25¢ CDC | .25¢ SMF |
|--------------------|---------------------------------|------------------|------------------|------------------|------------------|
| 2024 Budget | 14,435,720 | 7,217,860 | 3,608,930 | 1,804,465 | 1,804,465 |
| 2024 Actual | 4,345,089 | 2,172,545 | 1,086,272 | 543,136 | 543,136 |

Water and Sewer Fund: The Town's Water-Wastewater Utility YTD revenue is pacing behind last year relative to the total budget by 4% due to the timing of wholesale water and wastewater payments due to the Town. Total Utility revenue through this reporting period is \$8,800,322, or 36.9% of the budget. This year water payers saw an increase of 2% in water rates. Sewer rates remained unchanged. Actual expenditures through this reporting period are \$8,533,787, or 30.8% of the budget. Total operational expenses are within expected levels through this reporting period. Please see the quarterly financial report for detailed information

Water Purchases and Consumption: The water purchase take or pay budget reflects \$8,155,102 or 29.5% of the operating budget. The Town is reporting water purchases through the last quarter of \$3,374,886. The Town of Little Elm has billed 569 million gallons of water through the 2nd quarter of FY2024 and has purchased 762 million gallons from NTMWD. The Town's take or pay water consumption is 1.804 billion gallons of water for the fiscal year from NTMWD. Please see the quarterly financial report for detailed information.



FY 2023 - 2024 Quarter 2 Financial Report

January 1, 2024 - March 31, 2024

| | Total All Funds | | | |
|-----------------|-----------------|-----------------|---------------|-------|
| | Adopted Budget | Amended Budget | Actual | |
| Revenue | \$ 107,087,449 | \$ 107,307,250 | \$ 72,686,197 | 67.7% |
| Expenditures | \$ 113,956,666 | \$ 120,872,374 | \$ 49,662,995 | 41.1% |
| Net Gain/(Loss) | \$ (6,869,217) | \$ (13,565,124) | \$ 23,023,201 | |

| | General Fund | | | |
|-----------------|----------------|----------------|---------------|-------|
| | Adopted Budget | Amended Budget | Actual | |
| Revenue | \$ 51,537,540 | \$ 51,757,341 | \$ 43,173,750 | 83.4% |
| Expenditures | \$ 54,629,328 | \$ 58,871,081 | \$ 28,375,111 | 48.2% |
| Net Gain/(Loss) | \$ (3,091,788) | \$ (7,113,740) | \$ 14,798,638 | |

| | Street Maintenance Fund | | | |
|-----------------|-------------------------|----------------|--------------|-------|
| | Adopted Budget | Amended Budget | Actual | |
| Revenue | \$ 1,879,465 | \$ 1,866,805 | \$ 714,209 | 38.3% |
| Expenditures | \$ 1,850,000 | \$ 1,879,465 | \$ 1,245,822 | 66.3% |
| Net Gain/(Loss) | \$ 29,465 | \$ (12,660) | \$ (531,613) | |

| | Utility Fund | | | |
|-----------------|----------------|----------------|--------------|-------|
| | Adopted Budget | Amended Budget | Actual | |
| Revenue | \$ 23,834,485 | \$ 23,834,485 | \$ 8,800,322 | 36.9% |
| Expenditures | \$ 26,915,634 | \$ 27,669,141 | \$ 8,533,787 | 30.8% |
| Net Gain/(Loss) | \$ (3,081,149) | \$ (3,834,656) | \$ 266,535 | |

| | Debt Service Fund | | | |
|-----------------|-------------------|----------------|---------------|--------|
| | Adopted Budget | Amended Budget | Actual | |
| Revenue | \$ 10,083,649 | \$ 10,083,649 | \$ 10,685,827 | 106.0% |
| Expenditures | \$ 10,515,369 | \$ 10,515,369 | \$ 3,563,803 | 33.9% |
| Net Gain/(Loss) | \$ (431,720) | \$ (431,720) | \$ 7,122,023 | |

| | Parks and Recreation Fund | | | |
|-----------------|---------------------------|----------------|--------------|-------|
| | Adopted Budget | Amended Budget | Actual | |
| Revenue | \$ 5,296,500 | \$ 5,296,500 | \$ 1,871,052 | 35.3% |
| Expenditures | \$ 5,556,134 | \$ 5,653,162 | \$ 2,593,265 | 45.9% |
| Net Gain/(Loss) | \$ (259,634) | \$ (356,662) | \$ (722,213) | |

| | Other Non-Major Funds | | | |
|-----------------|-----------------------|----------------|--------------|-------|
| | Adopted Budget | Amended Budget | Actual | |
| Revenue | \$ 14,455,810 | \$ 14,455,810 | \$ 7,441,038 | 51.5% |
| Expenditures | \$ 14,490,201 | \$ 16,296,815 | \$ 5,351,207 | 32.8% |
| Net Gain/(Loss) | \$ (34,391) | \$ (1,841,006) | \$ 2,089,831 | |

The information in this report represents financial transactions through the 2nd Quarter (January - March) of the fiscal year ending September 30, 2024, unless otherwise specified. All current financial figures are unaudited and may be subject to change or adjustment.

CIP fund budgets, and the CIP encumbrance roll of \$5,346,803 are not included in this report.

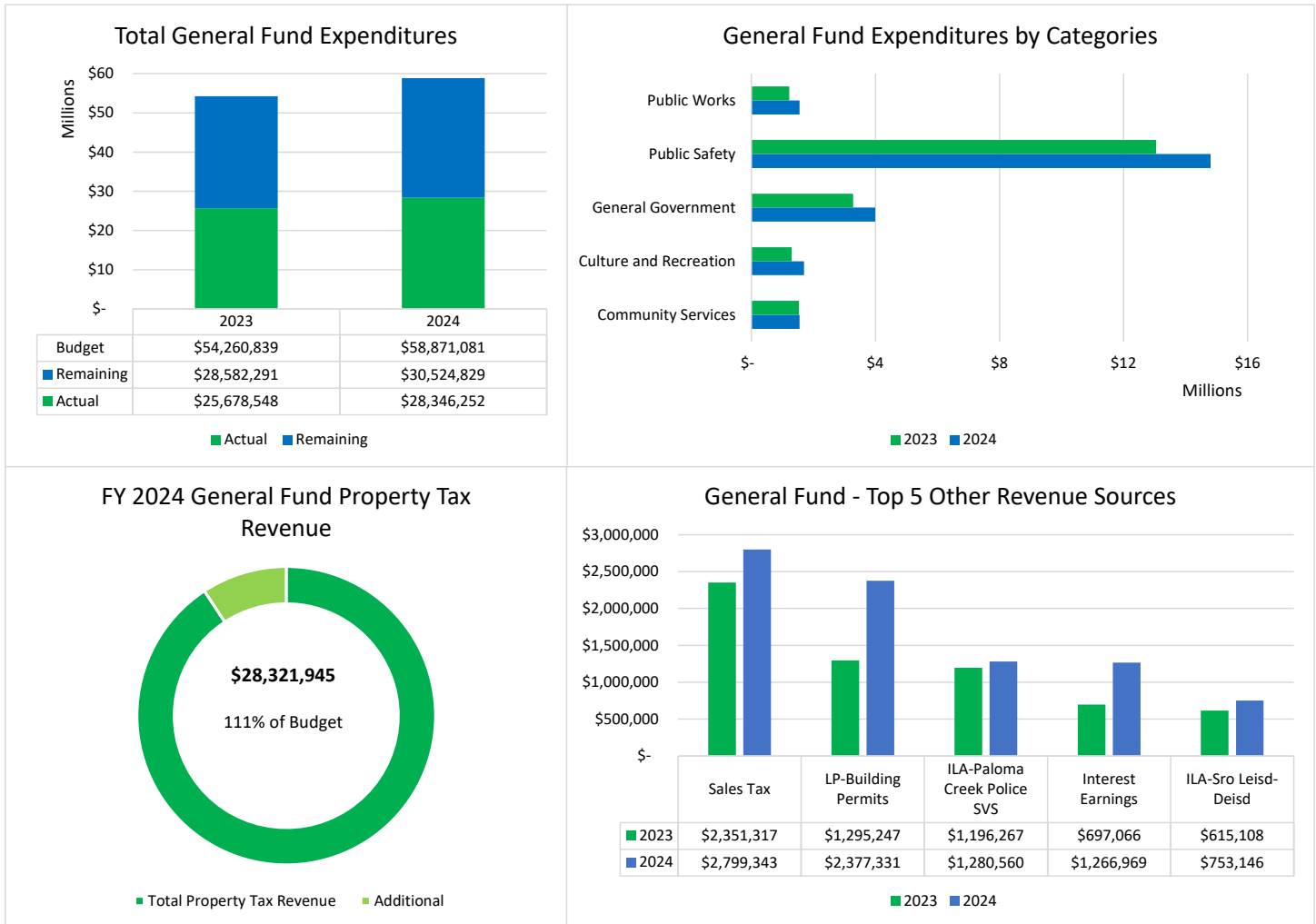
This report includes the amended budget presented to Council December 2023 for the encumbrance roll of \$1,709,473.

Expenditures in this report do not include current encumbrances.



FY 2023 - 2024 Quarter 2 Financial Report - General Fund

January 1, 2024 - March 31, 2024



REVENUE

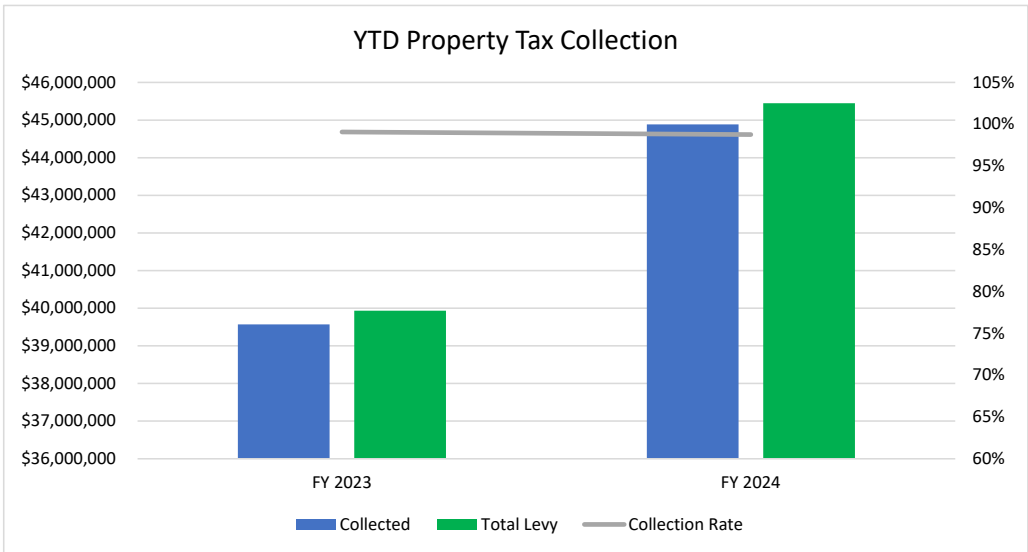
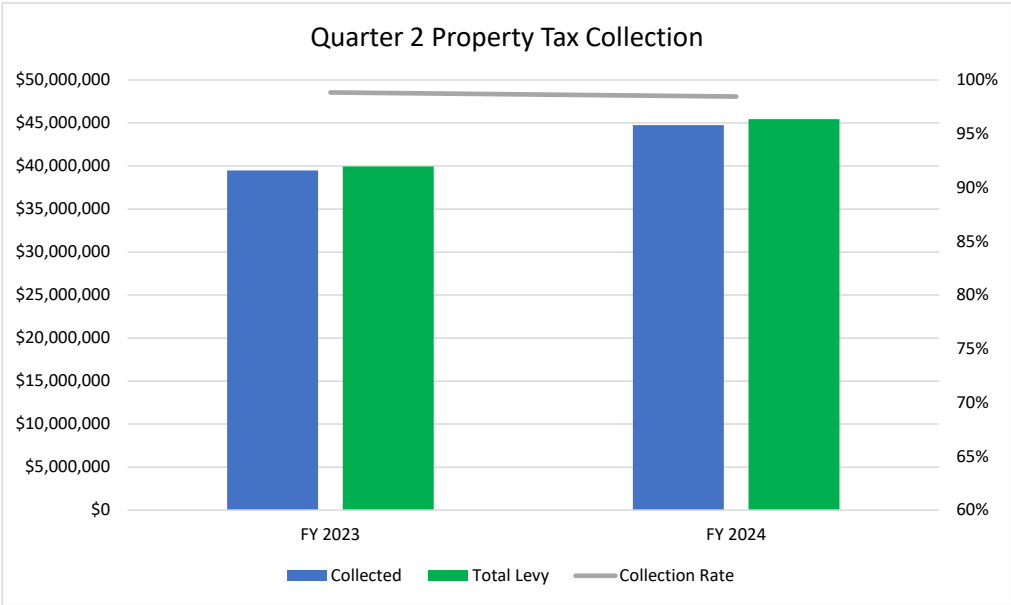
- General Fund Revenue is pacing ahead of last year relative to the total budget by 1%. Revenue through this period has reached 83% of the budget. Due to the timing of property tax collections, the majority of budgeted revenue has been received.
- For this reporting period, the Town has received four distributions of sales tax from the State Comptroller's office. Total Sales tax revenue in the General Fund through this period reflects a 19% increase over last year. See Sales Tax report for more information.
- Due to current market conditions, interest earnings have seen a 82% increase over last year through this period due to strong market conditions
- Building permit revenue through this period has seen a 84% increase over last year. This is due to construction of two new elementary schools in Town.

Expenditures

- Excluding interfund transfers, General Fund expenditures are pacing ahead of last year by 3% relative to the total budget. Expenditures through this period have reached 48% of the budget.
- Public safety expenditures are trending ahead of last year by 1% relative to the total budget. Total Public Safety expenditures are greater than last year by 13% due to personnel costs due to a market adjustment to the pay plan.
- General Government expenditures are trending ahead of last year relative to the total budget by 6% due to new program costs.



FY 2023 - 2024 Quarter 2 Financial Report - Property Tax
January 1, 2024 - March 31, 2024



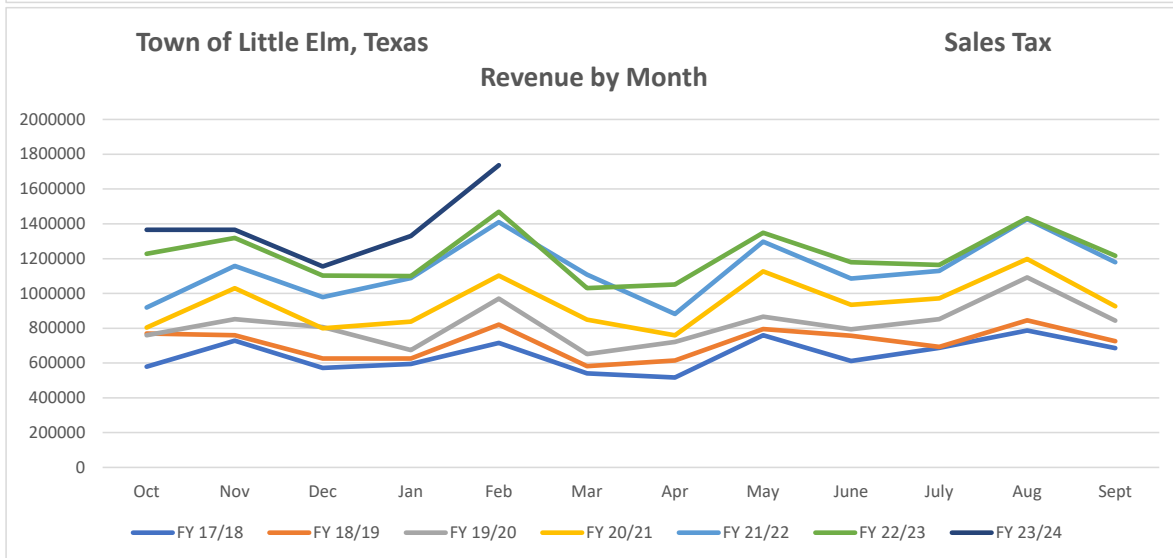
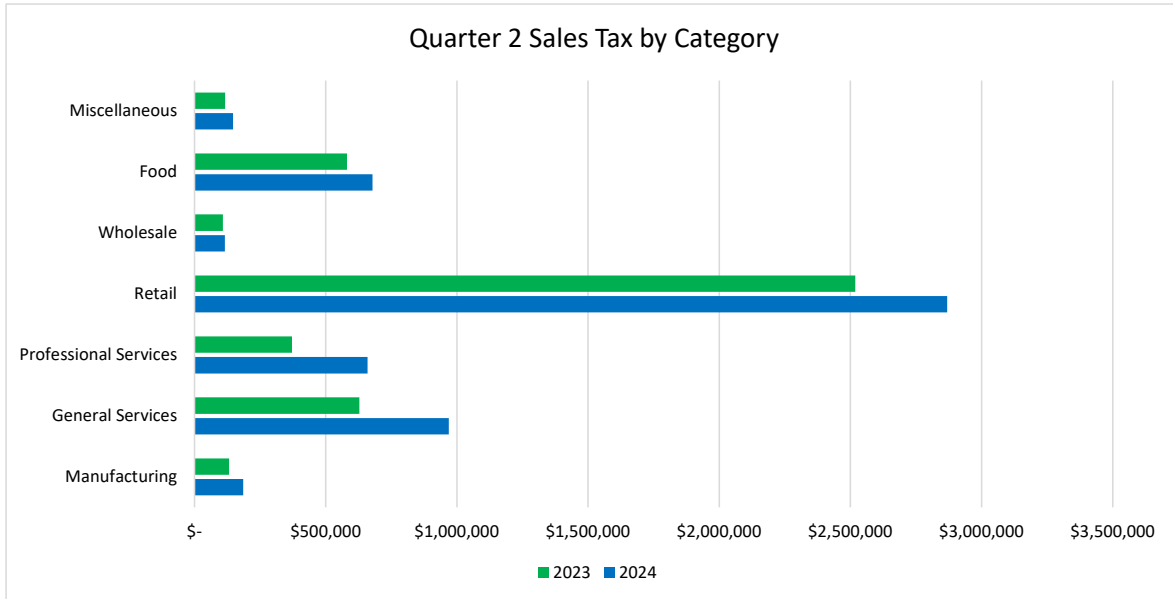
REVENUE

- Town wide property tax collections through the reporting period are pacing behind last year relative to the total tax levy by 1%. Total collections through this period have increased by 13% due to the increased tax levy.
- Town wide property tax collections through April are pacing the same as last year relative to the total tax levy. Total collections through April have increased by 13.4%



FY 2023 - 2024 Quarter 2 Financial Report - Sales Tax

January 1, 2024 - March 31, 2024



REVENUE

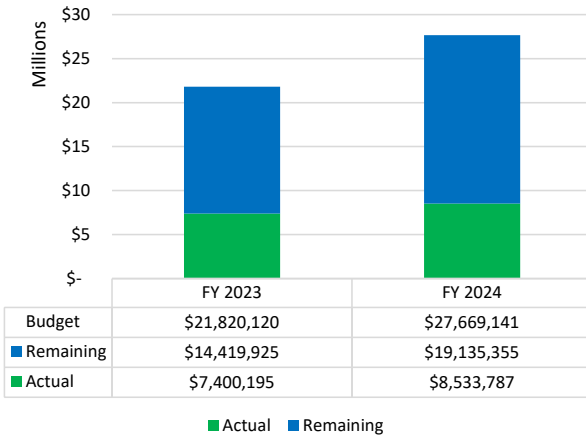
- Through April of the current Fiscal Year, the Town has received a total of \$5.1 million in sales tax. This is a 20% increase over last year through the same period. The Town's year to date sales tax revenue is over projected budgeted sales tax revenue by 18%.
- Categorical Sales Tax data reflects disbursements through March from the State Comptroller's Office.



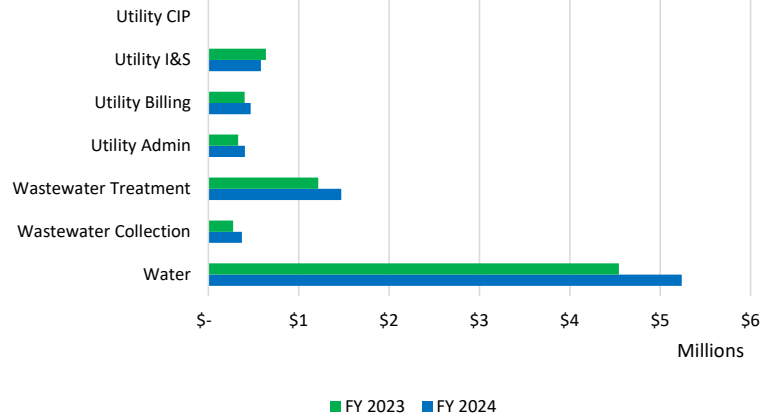
FY 2023 - 2024 Quarter 2 Financial Report - Utility Fund

January 1, 2024 - March 31, 2024

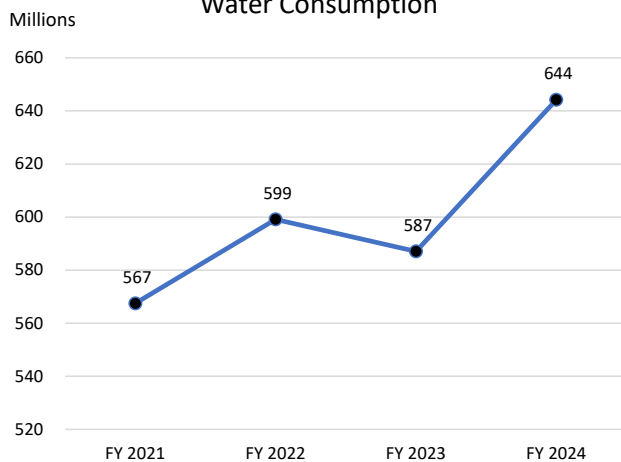
Total Utility Fund Expenditures



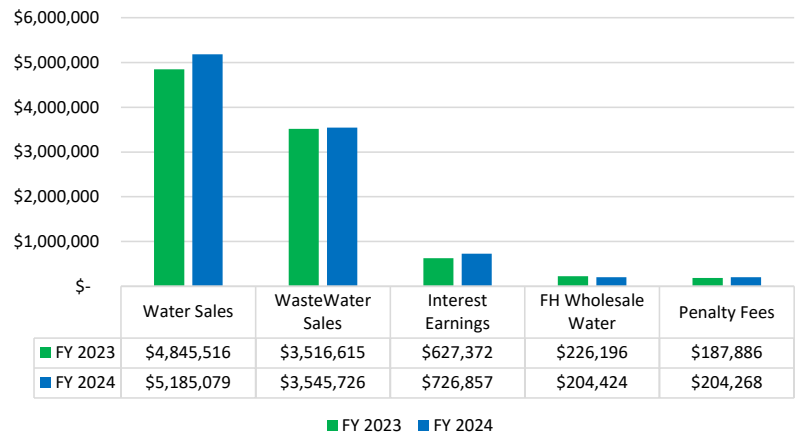
Utility Fund Expenditures by Department



Water Consumption



Utility Fund - Top 5 Revenue Sources



REVENUE

- Utility Fund Revenue is pacing behind last year relative to the total budget by 4%. This is due to the timing of wholesale water and wastewater payments to the Town. Revenue through this period has reached 42% of the budget.
- Total water sales are \$340K higher than last year through this period due to increased rates and consumption.
- Town property is not billed for water usage, but is reflected in the total consumption amount.

EXPENDITURES

- Excluding interfund transfers, Utility Fund expenditures are trending lower than last year by 3% relative to the total budget. Expenditures through this period have reached 31% of the budget.



FY 2023 - 2024 Quarter 2 Financial Report - Utility Consumption

January 1, 2024 - March 31, 2024

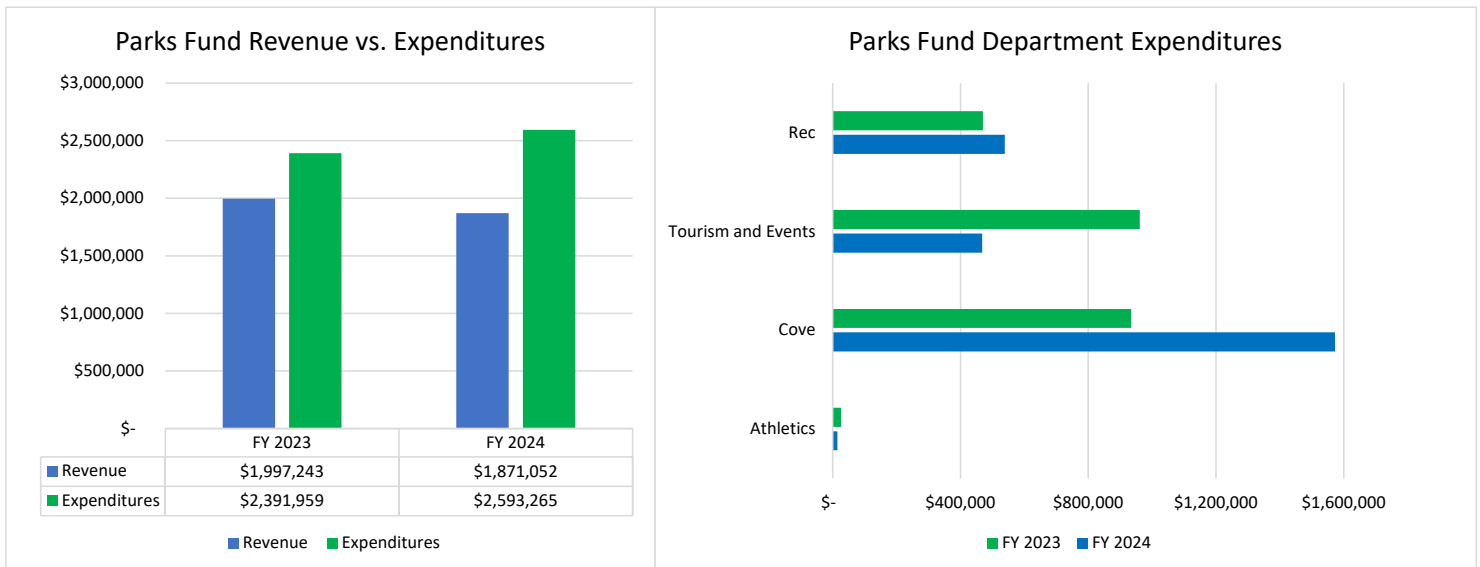
| | Oct-23 | | Nov-23 | | Dec-23 | |
|---------------------------------------|--------------|------------|--------------|------------|------------|------------|
| | WATER | SEWER | WATER | SEWER | WATER | SEWER |
| # of Accts Residential | 12,200 | 11,943 | 12,205 | 11,950 | 12,197 | 11,942 |
| #of Accts Commercial | 471 | 238 | 474 | 240 | 473 | 240 |
| Consumption-Residential | 135,111,000 | 76,125,000 | 102,746,000 | 75,611,000 | 81,938,000 | 75,218,000 |
| Consumption-Commercial | 44,435,000 | 6,780,000 | 30,344,000 | 6,382,000 | 20,676,000 | 5,532,000 |
| Average Residential Water Consumption | 11,075 | | 8,418 | | 6,718 | |
| Billed (\$) Residential | \$ 1,133,842 | \$ 610,318 | \$ 914,854 | \$ 609,356 | \$ 764,164 | \$ 607,602 |
| Billed (\$) Commercial | \$ 306,536 | \$ 37,228 | \$ 225,705 | \$ 35,354 | \$ 162,364 | \$ 31,454 |
| Total Billed (\$) | \$ 1,440,378 | \$ 647,546 | \$ 1,140,558 | \$ 644,709 | \$ 926,528 | \$ 639,056 |
| Rainfall (Inches) | 10.24 | | 1.11 | | 4.01 | |

| | Jan-24 | | Feb-24 | | Mar-24 | |
|-----------------------------------|------------|------------|------------|------------|------------|------------|
| | WATER | SEWER | WATER | SEWER | WATER | SEWER |
| # of Accts Residential | 12,196 | 11,950 | 12,224 | 11,973 | 12,241 | 11,988 |
| #of Accts Commercial | 478 | 243 | 478 | 243 | 480 | 244 |
| Consumption-Residential | 78,336,000 | 76,033,000 | 77,585,000 | 77,147,000 | 73,253,000 | 76,119,000 |
| Consumption-Commercial | 17,425,000 | 5,941,000 | 16,262,000 | 5,560,000 | 17,023,000 | 5,244,000 |
| Avg Residential Water Consumption | 6,423 | | 6,347 | | 5,984 | |
| Billed (\$) Residential | \$ 740,682 | \$ 611,547 | \$ 736,914 | \$ 617,381 | \$ 704,074 | \$ 613,000 |
| Billed (\$) Commercial | \$ 142,776 | \$ 33,477 | \$ 129,732 | \$ 31,702 | \$ 140,357 | \$ 30,159 |
| Total Billed (\$) | \$ 883,457 | \$ 645,024 | \$ 866,647 | \$ 649,083 | \$ 844,430 | \$ 643,159 |
| Rainfall | 3.07 | | 1.99 | | 5.76 | |



FY 2023 - 2024 Quarter 2 Financial Report - Parks Fund

January 1, 2024 - March 31, 2024



| | Athletics | Cove | Rec Programming | Tourism and Events | Other | Fund Total |
|----------------------|-------------|--------------|-----------------|--------------------|------------|--------------|
| Revenue | \$ 45,379 | \$ 990,578 | \$ 489,451 | \$ 252,024 | \$ 58,327 | \$ 1,835,758 |
| Expenditures | \$ 14,516 | \$ 1,572,621 | \$ 538,523 | \$ 467,606 | \$ - | \$ 2,593,265 |
| Cost Recovery | 313% | 63% | 91% | 54% | N/A | 71% |

REVENUE

- Parks Fund Revenue is pacing behind last year relative to the total budget by 8%. Revenue through this period has reached 35% of the budget. This is expected to increase as we approach the peak summer season.
- Special Events revenue is pacing behind last year relative to the total budget by 9%. This is due to changes in Special Events programming for this period.

EXPENDITURES

- Through this reporting period, expenditures for the Cove® are exceeding last year relative to the total budget by 12%. This is due to planned maintenance and updates to the facility.
- Through this reporting period, expenditures for the Parks Fund are lower than last year relative to the total budget by 2% due to changes in Special Event programming. Total expenditures have reached 46% of the budget.

COST RECOVERY

- The Cove® is currently 63% cost recovered due to planned maintenance and updates during the less active winter season.
- Special events is currently 55% cost recovered due to pre-event expenses and non-ticketed events. This is an increase from last year through this period by 13%
- Through this reporting period, the Parks Fund is currently 72% cost recovered. This is down from last year through the same period by 11%.



Date: 05/14/2024
Agenda Item #: 5. E.
Department: Finance
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to Approve **Ordinance No. 1756 Amending Chapter 2, Article IV-Finance of the Code of Ordinances.**

DESCRIPTION:

In reviewing the transactions that come through the Development Services office related to all fees, fines or other charges, we are seeing a significant increase in credit card fees incurred to the Town in order to do business. Staff did reach out to our survey cities to see how they are addressing their credit card fees related to Development Services. In doing so, we found that half of them absorb the credit card fees while the other half either charge a convenience fee or pass the fee onto the customer. Over the last quarter, the Town absorbed \$60,500 in credit card fees in the Development Services office. The Town currently builds credit card fees into customer rates for utility billing and parks and recreation transactions, and passes along a convenience fee for court credit card transactions that is allowed under Local Government Code 132.003. However, Development Services is unable to modify the charges for fees due to state law in order to offset the expenses for credit card transaction fees, and the current ordinance limits the amount the Town can pass along which does not cover the fees for such large transactions. Therefore, staff is requesting a change to the Code of Ordinances related to credit card fees for Development Services. A pass-through charge rate of 3.25% shall be imposed on all credit card transactions that are processed through the Town's Development Services office such that the Town will not collect the fee, but the credit card processing company will collect the fee from the person choosing to use the credit card.

BUDGET IMPACT:

This will save the Town approximately \$300,000 a year in credit card fees. This savings will be reflected in next year's budget.

RECOMMENDED ACTION:

Staff recommends approval.

TOWN OF LITTLE ELM, TEXAS

ORDINANCE NO. 1756

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING CHAPTER 2, ARTICLE IV-FINANCE OF THE CODE OF ORDINANCES OF THE TOWN OF LITTLE ELM, TEXAS BY REPEALING SECTION 2-101 ENTITLED, “CREDIT CARD PAYMENTS ACCEPTED FOR FEES FINES, COURT COSTS OR OTHER CHARGES.” IN ITS ENTIRETY AND REPLACING IT WITH A NEW SECTION 2-101 ALSO ENTITLED, “CREDIT CARD PAYMENTS ACCEPTED FOR FEES, FINES, COURT COSTS OR OTHER CHARGES.”; PROVIDING FOR THE COLLECTION OF RELATED PROCESSING FEES AND SERVICE CHARGES; AND PROVIDING FOR SEVERABILITY; AND EFFECTIVE DATE.

WHEREAS, Chapter 132, Texas Local Government Code, authorizes the governing body of a municipality to authorize a municipal officer who collects fees, fines, court costs and other charges to accept payment by credit card and collect a fee for processing the payment by credit card; and

WHEREAS, the Town Council of the Town of Little Elm, Texas has determined that acceptance of credit cards is beneficial to the Town and the citizens of the Town in that it will provide greater flexibility in methods of payment and will promote prompt payment of fees, fines, court costs and other charges.

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

Section 1: The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Section 2: From and after the effective date of this Ordinance, Section 2-101, entitled “Credit card payments accepted for fees, fines, court costs or other charges,” of the Town’s Code of Ordinances, is hereby amended to read as follows:

“Sec. 2-101. - Credit card payments accepted for fees, fines, court costs or other charges.

(a.) Each office employee by the Town of Little Elm who, as part of that employment, collects fees, fines, court costs, or other charges from members of the public that are due the town is authorized to accept credit cards as payments for such fees, fines, court costs and other charges.

(b.) For each fee, fine, court cost, or other charge that is paid by credit card, the office employee collecting same may also collect a processing fee not to exceed five percent (5%) of the amount of the fee, fine, court cost, or other charge, as authorized by V.T.C.A., Local Government Code § 132.003(b).

(c.) If for any reason a payment by credit card is not honored by the credit card

company on which the funds are drawn, the officer shall collect from the member of the public who attempted to pay by credit card an additional service charge in an amount equal to the fee then being charged for the collection of a check drawn on an account with insufficient funds, as authorized by V.T.C.A., Local Government Code § 132.004.

(d.) Processing fees and service charges collected pursuant to this ordinance shall be deposited in the general fund of the Town, as provided by Section 132.006, Texas Local Government Code.

Section 3: Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Town hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

Section 4. Effective Date, this Ordinance shall become effective from and after its adoption and publications as required by law.

PASSED AND APPROVED on this the 14th day of May, 2024.

Curtis J. Cornelious, Mayor

ATTEST:

Caitlan Biggs, Town Secretary

APPROVED AS TO FORM:

Town Attorney, Robert Brown



Date: 05/14/2024
Agenda Item #: 5. F.
Department: Fire
Strategic Goal: Ensure strong relationship within the community and region
Staff Contact: Paul Rust, Fire Chief

AGENDA ITEM:

Consider Action to Approve an **Interlocal Agreement between the Town of Little Elm and Denton County to Establish a Fire/Arson Task Force.**

DESCRIPTION:

The Town of Little Elm, along with the cities of Aubrey, Carrollton, Celina, Coppell, Denton, Frisco, Highland Village, Lewisville, Pilot Point, Roanoke, Sanger, and The Colony, Lake Cities Fire Department, and the towns of Flower Mound, Prosper, and Trophy Club are entering into an agreement with Denton County to coordinate a Fire/Arson Task Force.

As part of this agreement, the Town will be able to request another member's arson investigative unit to investigate and perform follow-through prosecution duties regarding fires of suspicious origin or unknown causes within the Town.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

ILA - Fire/Arson Task Force

FIRE/ARSON TASK FORCE INTERLOCAL AGREEMENT

STATE OF TEXAS) (
COUNTY OF DENTON) (

THIS AGREEMENT is entered into by and among the City of Aubrey, City of Carrollton, City of Celina, City of Coppell, City of Denton, City of Frisco, City of Highland Village, City of Lewisville, City of Pilot Point, City of Roanoke, City of Sanger, City of The Colony, Denton County, Lake Cities Fire Department, Town of Flower Mound, Town of Little Elm, Town of Prosper, and Town of Trophy Club, by and through the Denton County Fire Marshal's Office (hereinafter referred to collectively as the "Parties"). The Parties execute this Agreement as hereinafter provided pursuant to the Interlocal Agreement Act, Texas Government Code, section 791. 011, et seq., and the Texas Local Government Code, section 362.002, et seq, and all other applicable statutes.

WHEREAS, there is a need for investigative and prosecutorial cooperation in suspected arson cases in Denton County; and

WHEREAS, the Parties hereto have determined that the best possible method for attacking the fire and arson problem within Denton County is an agreement establishing such cooperation by way of a Task Force; and

WHEREAS, the Parties desire to enter into this Agreement to provide investigative and prosecutorial cooperation in connection with fire and arson cases; and

WHEREAS, each party is authorized to perform the services contemplated herein; **NOW THEREFORE**,

In consideration of the mutual covenants and the terms and conditions set forth below, the Parties do hereby agree as follows:

I.

The Parties execute this Agreement for the purpose of providing arson detection, investigative, and prosecutorial capabilities to each other as the need arises.

II.

The Denton County Fire Marshal will be the coordinator of the Fire and Arson Task Force created by this Agreement, and the Denton County Fire Marshal's Office will be the central repository of the Parties' executed counterparts of this Agreement.

III.

When requested by one party to this Agreement, another party to this Agreement may provide available members of its arson investigative unit to investigate and perform follow-through prosecution duties regarding fires of suspicious origin or unknown causes within the requesting jurisdiction. While engaged in such activities, employees of the responding party shall be under the rules of the requesting party and the direction and supervision of the requesting party's officer in charge of the investigation. The availability of a party's officers shall be determined by the responding party.

IV.

While any responding party investigative officer is in the service of the requesting party, he or she shall be considered an investigative officer of the requesting member and be under the command of the requesting party's fire chief and/or designee or the officer in charge, with all the powers of a regular investigative officer of the requesting party, as fully as though he or she were within the territorial limits of the governmental entity where he or she is regularly employed shall constitute his or her qualifications for the position within the territorial limits of the requesting member, and no other oath, bond, or compensation need be made.

V.

In performing duties under this Agreement, each party will comply with all necessary federal, state and local laws, regulations and ordinances, including those relating to disposal of property acquired from grant funds.

VI.

The party regularly employing the investigative officer shall pay all wages and disability payments, pension payments and payments for damages to equipment and clothing of that officer while he or she is involved in activities pursuant to this Agreement the same as though the services had been rendered within the jurisdiction wherein the investigative officer is regularly employed. The requesting party shall have no obligation to reimburse the responding party for such costs unless reimbursement is required under the Local Government Code § 362.003(c).

VII.

Any request for assistance under this Agreement shall include a statement of the amount and type of equipment and number of personnel requested and shall specify the location to which the equipment and personnel requested are to be dispatched, but the amount and type of equipment and number of personnel to be furnished shall be determined by the responding party's fire chief or fire chief's designee.

VIII.

The fire chief of the of the responding party, or fire chief's designee, in his or her sole discretion, may at any time withdraw his or her personnel or equipment or discontinue participation in any activity initiated pursuant to this Agreement.

IX.

A party to this Agreement may unilaterally terminate its participation in this Agreement only after providing not less than ninety (90) days' written notice of termination to the other Parties. This Agreement may be terminated at any time by the written mutual agreement of the Parties.

X.

In the event that any person performing services pursuant to this Agreement shall be cited as a party to a state or federal civil lawsuit arising out of the performance of those services, that person shall be entitled to the same benefits that he or she would be entitled to receive if such civil action had arisen out of the performance of his or her duties as a member of the department where he or she is regularly employed and in the jurisdiction of the party by which that person is regularly employed.

XI.

Each party to this Agreement expressly waives all claims against every other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement.

XII.

It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Third party claims against members shall be governed by the Texas Tort Claims Act or other appropriate state statutes, municipal ordinances or laws of the State of Texas or any political subdivision thereof.

XIII.

This agreement and any of its terms and provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas.

XIV.

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

XV.

This Agreement may be amended or modified only by the mutual agreement of the Parties hereto in writing to be attached to and incorporated into this agreement.

XVI.

This Agreement may be signed in multiple - counterparts and shall be binding on the Parties when duly authorized by the governing bodies of such Parties and such Parties' duly authorized representatives and delivered to the Fire and Arson Task Force Coordinator.

XVII.

This Agreement contains all commitments and agreements of the Parties, and oral or written commitments not contained herein shall have no force or effect to alter any term or condition of this Agreement.

XVIII.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective upon execution and dating by all of the Parties, This Agreement shall be subject to renewal in five year terms at the discretion of the Denton County Commissioners Court.

EXECUTED this _____ day of _____, 20____.

COUNTY:

Denton County, Texas
1 Courthouse Drive, Suite 3100
Denton, Texas 76208

By _____
Andy Eads, County Judge
Denton County, Texas

ATTEST:

By: _____
Denton County Clerk

APPROVED AS TO CONTENT:

By: _____
Denton County Fire Marshal

City of Aubrey, Texas

Attest:

City Manager

Date: _____

City Secretary

Date: _____

Approved As To Form:

City Attorney

Date: _____

City of Carrollton, Texas

Attest:

City Manager

Date: _____

City Secretary

Date: _____

Approved As To Form:

City Attorney

Date: _____

City of Celina, Texas

Attest:

City Manager

Date: _____

City Secretary

Date: _____

Approved As To Form:

City Attorney

Date: _____

City of Coppell, Texas

Attest:

City Manager

Date: _____

City Secretary

Date: _____

Approved As To Form:

City Attorney

Date: _____

City of Denton, Texas

Attest:

City Manager

Date: _____

City Secretary

Date: _____

Approved As To Form:

City Attorney

Date: _____

City of Frisco, Texas

Attest:

City Manager

Date: _____

City Secretary

Date: _____

Approved As To Form:

City Attorney

Date: _____

City of Highland Village, Texas

Attest:

City Manager

Date: _____

City Secretary

Date: _____

Approved As To Form:

City Attorney

Date: _____

City of Lewisville, Texas

Attest:

City Manager

Date: _____

City Secretary

Date: _____

Approved As To Form:

City Attorney

Date: _____

City of Pilot Point, Texas

Attest:

City Manager

Date: _____

City Secretary

Date: _____

Approved As To Form:

City Attorney

Date: _____

City of Roanoke, Texas

Attest:

City Manager

Date: _____

City Secretary

Date: _____

Approved As To Form:

City Attorney

Date: _____

City of Sanger, Texas

Attest:

City Manager

Date: _____

City Secretary

Date: _____

Approved As To Form:

City Attorney

Date: _____

City of The Colony, Texas

Attest:

City Manager

Date: _____

City Secretary

Date: _____

Approved As To Form:

City Attorney

Date: _____

**Lake Cities Fire Department
City of Corinth, Texas**

Attest:

City Manager

Date: _____

City Secretary

Date: _____

Approved As To Form:

City Attorney

Town of Flower Mound, Texas

Attest:

Town Manager

Date: _____

Town Secretary

Date: _____

Approved As To Form:

Town Attorney

Date: _____

Town of Little Elm, Texas

Attest:

Town Manager

Date: _____

Town Secretary

Date: _____

Approved As To Form:

Town Attorney

Date: _____

Town of Prosper, Texas

Attest:

Town Manager

Date: _____

Town Secretary

Date: _____

Approved As To Form:

Town Attorney

Date: _____

Town of Trophy Club, Texas

Attest:

Town Manager

Date: _____

Town Secretary

Date: _____

Approved As To Form:

Town Attorney

Date: _____



Date: 05/14/2024
Agenda Item #: 5. G.
Department: Economic Development Corporation
Strategic Goal: Maximize community recreation and leisure activities
Staff Contact: Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Consider Action to Approve an **Agreement for Fireworks to be sold on the Limited Purpose Annexation (LPA) Property for the purpose of Collecting Sales Tax during the Season of June 18, 2024 - July 4, 2024.**

DESCRIPTION:

Per **Ordinance 740** which was approved on November 15, 2005, the Annexation of approximately 44.204 acres of land be annexed by the Town of Little Elm, and Ordinance 745, also approved on November 15, 2005, allowing for a Strategic Partnership Agreement with Denton County Fresh Water District No. 10 which designates certain tracts of land for commercial use for the purpose of imposing a sales and use tax within such commercial tracts.

This Fireworks Stand will be located on property at 27052 East University Drive and is approximately 2.65 acres. The owner of this land is **380 Savana LLC , V&T Real Estate, LLC and PC Real Estate, LLC, ("Owner")** and they have entered into a License Agreement with the owner of the Fireworks Stand, **Kickin Fireworks, LLC ("Licensee")**.

This agreement allows the **Licensee** to operate with the proper permits from the county and state, during the season which is from **June 18, 2024**, until midnight of **July 4, 2024**, with forty-eight (48) hours granted to vacate the property. Licensee also agrees to submit or cause to be submitted to the Texas State Comptroller's office **all sales and use taxes collected** from the fireworks stand location on the property under the **Taxpayer ID number 3-20594-5312-9**, which will be remitted to the Town of Little Elm.

BUDGET IMPACT:

There is no budget impact to this item other than the sales tax that will collected by the sale of fireworks at this location.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Agreement -Kickin Fireworks

AGREEMENT

This **AGREEMENT** (this "Agreement") is made and entered into by and between the **TOWN OF LITTLE ELM, TEXAS**, a Texas home-rule municipality ("hereinafter referred to as the "Town"); **380 SAVANA, LLC, PC REAL ESTATE, LLC, V&T REAL ESTATE, LLC**, a Texas limited liability company (hereinafter referred to as the "Owner"); and **KICKIN FIREWORKS, LLC**, a Texas limited liability company (hereinafter referred to as "Licensee"), for the purposes and considerations stated below:

WHEREAS, the Licensee has entered into a Texas Fireworks Lease Agreement with the Owner, a copy of which is attached hereto as **Exhibit A**, concerning a fireworks stand located on certain real property at 27052 East University Drive, 2.65 acres within the Town's extraterritorial jurisdiction, Denton County, Texas, and Denton County Property ID # 1022256 (hereinafter referred to as the "Property"); and

WHEREAS, on or about November 15, 2005, the Town approved Ordinance No. 740, providing for the Limited Purpose Annexation of a 44.204-acre tract of Land; and

WHEREAS, on or about November 15, 2005, the Town approved Ordinance No. 745 approving a Strategic Partnership Agreement between the Town of Little Elm, Texas, and Denton County Fresh Water Supply District No. 10 of Denton County, Texas; providing for among other things, the Limited Purpose Annexation by the Town of certain tracts of land designated for commercial use for the purpose of imposing a sales and use tax within such commercial tracts; and

WHEREAS, the Town, Owner, and Licensee now desire to extend the ability to sell fireworks from the Property for one winter season from **June 18, 2024 through July 4, 2024**.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town, Owner, and Lessee agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date and shall continue thereafter until midnight on **July 4, 2024**, with forty-eight (48) hours granted to vacate said property at the conclusion of the winter firework season, unless terminated sooner under the provisions of this Agreement.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- (a) **Agreement.** The word “Agreement” means this Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (b) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this Agreement by and between the Town, Owner, and Licensee.
- (c) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (d) **Licensee.** The word “Licensee” means Kickin Fireworks, LLC, a Texas limited liability company, whose address is 3634 Granada Avenue, Dallas, Texas 75205.
- (e) **Owner.** The word “Owner” means 380 Savana LLC; PC Real Estate, LLC; and V&T Real Estate, LLC, a Texas limited liability company, whose address for purposes of this Agreement is 6600 Paige Road, Suite 224, The Colony, Texas, 75056-4501.
- (f) **Property.** The word “Property” means the fireworks stand generally located at 26878 East University Drive, 2.191 acres within the Town’s extraterritorial jurisdiction, Denton County, Texas, and Denton County Property ID # 1022256.
- (g) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.
- (h) **Town.** The word “Town” means the Town of Little Elm, Texas, a Texas home-rule municipality, whose address is 100 W. Eldorado Parkway, Little Elm, Texas 75068.

SECTION 4. OBLIGATIONS OF OWNER AND LESSEE.

Owner and Lessee covenant and agree with the Town that, while this Agreement is in effect, it shall comply with the terms and conditions listed below:

- (a) **Sales of Fireworks from the Property.** Owner and Lessee agrees that the current fireworks stand located on the Property shall not exceed the boundaries of said property. Further, the Owner and Licensee agree that consistent with Section 2154.202 of the Texas Occupations Code that the Owner and Licensee may sell fireworks from the Property for the following firework seasons:
 - (1) beginning **June 18, 2024** and ending at midnight on **July 4, 2024**.
- (b) **Cease Sale of Fireworks.** Owner and Licensee agree that the Owner and Licensee shall cease the sale of fireworks from the Property, and shall not be authorized to sell fireworks from the Property following the conclusion of this Agreement.

- (c) **Compliance with State Rules and Regulations.** Owner and Licensee agree to comply with all state rules and regulations regarding the sale of fireworks including Title 28, Chapter 34, Rules 34.80 to 34.832 of the Texas Administrative Code, and Chapter 2154 of the Texas Occupations Code, as amended.
- (d) **Texas Sales and Use Tax Permit.** Licensee agrees to submit or cause to be submitted to the Texas State Comptroller's office all sales and use taxes collected from the fireworks stand located on the Property under Taxpayer number 3-20594-5312-9 or other Texas sales and use tax permit approved by the Town. This includes the State's sales tax at the rate of 6.25%, the Town of Little Elm's local sales and use tax at the rate of 1.00%, the Little Elm Type A economic development sales tax at the rate of 0.50%, and the Little Elm Type B economic development sales tax at the rate of 0.25%, and the Little Elm street maintenance sales and use tax at the rate of 0.25%, for a total sale and use rate of 8.25%.

SECTION 5. OBLIGATIONS OF TOWN.

The Town covenants and agrees with Owner and Lessee that, while this Agreement is in effect, it shall allow the Owner and Lessee to sell fireworks at the fireworks stand currently located on the Property during the Term of this Agreement, with proof of proper permit from Denton County.

SECTION 6. MUTUAL RELEASE.

In consideration of the premises, mutual promises and covenants contained herein, Town, Owner and Licensee and their predecessors, successors, assigns, affiliates, elected officials, employees, consultants, agents and legal representatives hereby release and forever discharge each other, jointly and severally, each and all of them, of and from any and all debts, liabilities, claims, controversies, causes of action and demands of every kind and character whatsoever that they may now have against each other civil or criminal, currently existing and arising out of any events or dealings between said parties prior to the execution of this Agreement relating to the issues, claims, counterclaims, defenses and allegations which were raised or could have been raised in connection with Property, or which could be raised in the future following the conclusion of this Agreement concerning the enforcement of the Town's ordinance prohibiting the sale of fireworks from the Property.

SECTION 7. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement 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.
- (b) **Applicable Law and Venue.** This Agreement 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 Agreement shall lie in the state district courts of Denton County, Texas.

- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Owner warrants and represents that the individual or individuals executing this Agreement on behalf of Owner has full authority to execute this Agreement and bind Owner to the same. Licensee warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same. Town warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement 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.
- (g) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to Town: Town of Little Elm, Texas
 100 W. Eldorado Parkway
 Little Elm, Texas 75068
 Attn: Matt Mueller, Town Manager
 214.975.0405

If to Owner: 380 Savana, LLC; PC Real Estate, LLC;
 V&T Real Estate, LLC
 6600 Paige Road, Ste 224
 The Colony, Texas 75056-4501
 Attn: Ajay Govada, President; Praveen Chintla, President;
 and Viswa Kandi, President
 Telephone: 520-982-8811

If to Licensee: Kickin Fireworks, LLC
 3634 Granada Avenue
 Dallas, Texas 75205

Attn: James Hairston Jr., Owner
214.707.8780

- (h) **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- (i) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

[The Remainder of this Page Intentionally Left Blank]

THE PARTIES ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND THE PARTIES AGREE TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS DEFINED HEREIN.

TOWN:

TOWN OF LITTLE ELM, TEXAS,
a Texas home-rule municipality,

By: _____

Curtis Cornelious, Mayor

Date: _____

ATTEST:

Caitlan Biggs, Town Secretary

APPROVED AS TO FORM:

Robert F. Brown, Town Attorney

STATE OF TEXAS

§

§

COUNTY OF DENTON

§

This instrument was acknowledged before me on the ____ day of _____, 2023, by Curtis Cornelious, Mayor of the Town of Little Elm, Texas, a Texas home-rule municipality, on behalf of the Texas municipality.

Notary Public, State of Texas

OWNER:

**380 SAVANA LLC, PC REAL ESTATE, LLC,
V&T REAL ESTATE**

a Texas limited liability company,

By: _____

AJAY GOVADA, PRESIDENT

380 SAVANA LLC

Date Signed: _____

By: _____

PRAVEEN CHINTHA, PRESIDENT

PC REAL ESTATE LLC

Date Signed: _____

By: _____

VISWA KANDI, PRESIDENT

V&T REALT ESTATE LLC

Date Signed: _____

STATE OF TEXAS

§

§

COUNTY OF DENTON

§

This instrument was acknowledged before me on the ____ day of _____, 2023, by Ajay Govada, President of 380 Savana, LLC; Praveen Chintha, President of PC Real Estate, LLC, a; and Viswa Kandi, President of V&T Real Estate, LLC, a Texas liability company; on behalf said companies.

Notary Public, State of Texas

LICENSEE:

KICKIN FIREWORKS, LLC,
a Texas limited liability company

By: _____
James Hairston, Jr.
Owner
Date: _____

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 2023, by James Hairston, Jr., owner of Kickin Fireworks, LLC, a Texas limited liability company, on behalf of said Texas company.

Notary Public, State of Texas

Exhibit A

[License Agreement]

FIREWORKS LEASE

Date: February 21, 2024

Lessor: 380 SAVANA LLC &
V&T REAL ESTATE LLC &
PC REAL ESTATE LLC

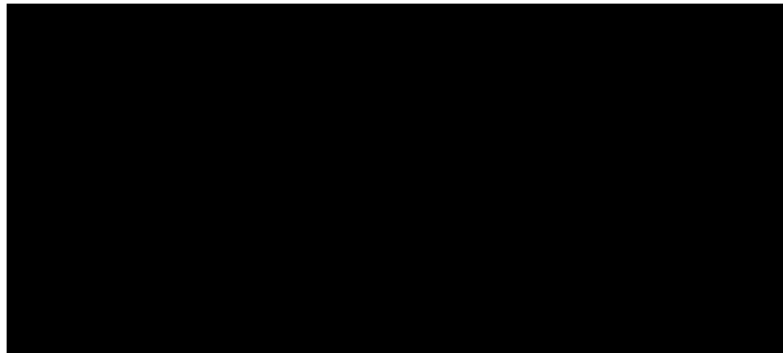
Lessors Address: 6600 Paige Road Ste. 224
The Colony, Texas 75056-4501
Phone: 520-982-8811

Lessee: **Simple Kicking Solutions, LLC**

Lessee Address: Simple Kicking Solutions, LLC
d/b/a Kicking Fireworks
3634 Granada Avenue
Dallas, Texas 75205
Phone: 214-707-8780

Premises: SURFACE ONLY of approximately 0.22 acres located on the south side of HWY 380, in Denton County, Texas, as more particularly shown in outline form on Exhibit "A" attached hereto.

Rent:



Term: The Term of this Lease shall commence on June 18, 2024 through July 4, 2024, only, however, Lessee shall be allowed to keep the fireworks stand on the Premises until Owner delivers to Lessee written notice to remove the fireworks stand and all of Lessee's belongings from the Premises in which event same must be removed within four (4) days after the date of such notice. Notwithstanding anything contained in this Lease Uses: to the contrary, as long as Lessee's fireworks stand remains on the Premises, all of Lessee's obligations hereunder, including but not limited to those set forth in Paragraphs 6 and 7 below, shall remain in full force and effect.

Uses: The Premises shall be used solely for displaying of and selling of fireworks.

1. Lessee accepts the Premises in its present condition "As Is", and Lessee agrees that the Premises are currently suitable for its intended use. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.
2. Lessee covenants to and agrees to obey all laws, ordinances, orders, rules and regulations applicable to the use, condition and occupancy of the Premises. Lessee agrees not to allow the consumption of alcoholic beverages on the Premises at any time. Lessee further agrees to adequately supervise any of its employees or independent contractors who it may engage to work on the Premises and to ensure that they have not consumed any alcoholic beverages within twelve hours prior to entering on the Premises. Lessee further agrees that during the hours of operation of its fireworks stand, not to allow any persons on the Premises who Lessee believes may be intoxicated.
3. Lessee agrees to pay to Lessor the Rent on or before June 18, 2024.
4. This Lease is nonexclusive and Lessee agrees to allow owner or its agents or invites to enter the Premises to inspect the Premises, to show the Premises to prospective purchasers or Lessees or for any reason whatsoever, other than the leasing of additional space for fireworks sales.
5. Lessee covenants and agrees to repair, replace and maintain any part of the Premises damaged by Lessee, its agents, employees, invitees, customers, licensees or visitors.

6. Lessee covenants and agrees to maintain general liability insurance for the Premises in an amount of not less than \$1,000,000 naming Owner as an additional insured and deliver evidence of same to owner prior to the commencement date of this Lease and thereafter when requested.
7. Lessee hereby unconditionally indemnifies and holds Owner, Owner's employees, contractors, officers, directors, agents, affiliates and other individuals or entities related to Owner harmless from and against any claims, liabilities, loss, damage, costs and expenses, including attorney's fees, in connection with or arising out of Lessee's lease of, occupancy on, or use of the Premises as well as with respect to any portion of the property surrounding the Premises, irrespective of whether or not Lessee acted in negligence or with willful misconduct, including, but not limited to, damage to property owned by others, physical injury to Owner, Owner's employees, officers, directors, agents, affiliates, neighbors or any other persons. This indemnity shall survive termination of this Lease.
8. Lessee covenants and agrees to immediately vacate the Premises upon termination of this Lease or on any portion of the Premises which may be removed from the Lease, and restore the Premises to its original condition.
9. Lessee covenants and agrees that during the term of this Lease. Lessee shall regularly mow and maintain the Premises to be free of high grass, trash and debris.

Lessee may not and Lessee hereby covenants and agrees not to (i) use the Premises for any purpose other than as stated in the Lease, (ii) allow a lien to be placed on the Premises, (iii) assign this lease or sublease any portion of the Premises without Owner's written consent, (iv) litter or leave trash or debris on the Premises or dump or allow dumping of any materials of any kind on any portion of the Premises or (v) create a nuisance on the Premises.

Notwithstanding anything herein to the contrary, Owner may terminate this Lease for any reason at any time. In the event Owner terminates this Lease as provided herein, Owner shall give Lessee sixty (60) day's prior written notice of such termination and within such 60-day period, Lessee must completely vacate the Premises and restore same to its original condition and the rent shall be prorated refunded based on the date Premises is vacated.

Owner's remedies for Lessee's default are to (a) enter and take possession of the Premises; (b) enter the Premises and perform Lessee's obligations; and (c) terminate this Lease by written notice and sue for damages. Owner may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee, until the default is cured, without being liable for damages. Pursuit of any remedies set forth in this Lease does not preclude pursuit of other remedies in this Lease or provided by law. If this Lease or any term or provision hereof becomes the subject of litigation, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party court costs and reasonable attorney's fees.

If Lessee does not vacate the Premises following termination of this Lease, Lessee will become a Lessee at will and must vacate the Premises on receipt of notice from Owner. No holding over by Lessee, whether with or without the consent of Owner, will extend the Term.

Lessee acknowledges that operating a fireworks stand is an inherently dangerous activity. Lessee agrees that all invitees will be properly supervised.

Lessee grants Owner a security interest in Lessee's personal property now or subsequently located on the Premises. This Lease is a security agreement under the Uniform Commercial Code. Owner may file a copy of this Lease as a financing statement or execute and file a financing statement on behalf of Lessee.

This Lease, together with the attached exhibits is the entire agreement of the parties and there are no other agreements, whether written, verbal or otherwise, other than those expressly incorporated in this Lease.

Any notice required to be given under this Lease shall be deemed delivered when deposited in the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to Owner or Lessee at the addresses set forth herein or to such other address as either party may hereafter provide to the other party or when sent by fax transmittal to Owner or Lessee at the fax numbers set forth above.

Owner, its agents or invites, hereby retain the right to enter upon the Premises and to use the Premises and permit third parties to use the Premises for any purpose whatsoever which does not unreasonably interfere with Lessee's Uses herein.

Executed as of the date set forth above.

Lessor:

380 SAVANA LLC

By: AJ Date: 04/14/2024
Name/Title: **AJAY GOVADA, PRESIDENT**

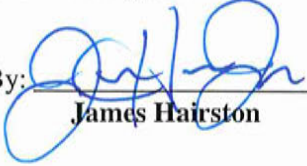
V&T REAL ESTATE LLC

By: Viswa Date: 04/13/2024
Name/Title: **VISWA KANDI, PRESIDENT**

PC REAL ESTATE LLC

By: Praveen Date: 03/27/2024
Name/Title: **PRAVEEN CHINTHA, PRESIDENT**

Lessee:
Simple Kicking Solutions, LLC
d/b/a Kicking Fireworks

By: 
James Hairston

Date: 4/16/2024

EXHIBIT A





Date: 05/14/2024
Agenda Item #: 5. H.
Department: Development Services
Strategic Goal: Promote and expand Little Elm's identity
Staff Contact: Olga Chernomorets, Planning Manager

AGENDA ITEM:

Consider Action to Approve **Resolution No. 0514202402 Confirming that Properties Annexed by the Town for Limited Purposes are Not Zoned and are Not Subject to the Town's Zoning Regulations.**

DESCRIPTION:

The Town of Little Elm has, from time to time, annexed properties pursuant to the authority granted the Town by Texas Local Government Code Section 43.0751 for the annexation of land for limited purposes when provided for in a strategic partnership agreement. All the properties annexed by the Town for limited purposes have been annexed for the purposes set forth in the respective limited purpose annexation ordinances, which, for the most part, are solely for the collection of sales taxes on the properties within the annexed boundary.

A question has arisen as to whether such limited purpose annexed properties are considered to be zoned by the Town and subject to the Town's zoning regulations.

Through the passage of this Resolution, the Town Council confirms that such properties, as well as any future limited purpose annexation properties, are not zoned and are not subject to the Town's zoning regulations; such properties are considered to be in the Town's extraterritorial jurisdiction for regulatory purposes.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Resolution No. 0514202402

TOWN OF LITTLE ELM, TEXAS

RESOLUTION NO. 0514202402

A RESOLUTION OF THE TOWN OF LITTLE ELM, TEXAS, ACKNOWLEDGING THAT ALL AREAS THAT HAVE BEEN, OR THAT WILL BE, BROUGHT INTO THE TOWN'S LIMITS THROUGH LIMITED PURPOSE ANNEXATIONS ARE CONSIDERED TO BE NON-ZONED PROPERTY.

WHEREAS, the Town of Little Elm, Texas ("Town"), has, from time to time, annexed properties pursuant to the authority granted the Town by Texas Local Government Code Section 43.0751 for the annexation of land for limited purposes when provided for in a strategic partnership agreement; and

WHEREAS, it is anticipated that the Town will continue, from time to time, to annex properties for limited purposes pursuant to such authority; and

WHEREAS, all of the properties annexed by the Town for limited purposes have been annexed for the purposes set forth in the respective limited purpose annexation ordinances, which, for the most part, are solely for the collection of sales and use taxes on the properties annexed; and

WHEREAS, a question has arisen as to whether such limited purpose annexed properties are considered to be zoned by the Town and subject to the Town's zoning regulations; and

WHEREAS, through the passage of this Resolution, the Town Council confirms that such properties, as well as any future limited purpose annexation properties, are not zoned and are not subject to the Town's zoning regulations, and that such properties are considered to be in the Town's extraterritorial jurisdiction for regulatory purposes; and

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

Section 1. The findings set forth in the recitals of this Resolution are found to be true and correct.

Section 2. All properties that have been annexed by the Town for limited purposes, as well as all future properties that may be annexed by the Town for limited purposes, are not zoned and are not subject to the Town's zoning regulations, and that such properties are considered to be in the Town's extraterritorial jurisdiction for regulatory purposes.

Section 3. This Resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED on this the 14th day of May, 2024.

Curtis J. Cornelious, Mayor

ATTEST:

Caitlan Biggs, Town Secretary

APPROVED AS TO FORM:

Town Attorney, Robert Brown



Date: 05/14/2024
Agenda Item #: 5. I.
Department: Development Services
Strategic Goal: Ensure excellence in public services while keeping up with the growth in the community
Staff Contact: Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Approve a **Professional Services Agreement with Geotex Engineering for Construction Materials Testing for the Public Safety Annex Project.**

DESCRIPTION:

The Public Safety Annex Project is located near the intersection of FM 720 (Oak Grove Pkwy) and Ryan Spiritas Pkwy. The project includes the construction of an approximately 15,500 square-foot joint-use facility utilized by the police and fire departments. The building will serve as Fire Station #4 and police sub-station, which will improve the Town's ability to provide public safety services to the northern areas of Little Elm. Geotex Engineering has submitted a proposal to perform services related to construction materials testing as the project is under construction. These services include laboratory testing of soils and concrete, field inspections of soil compaction and paving, as well as inspections of the building foundation. This proposal would fall under an existing master agreement for professional services from a previous request for qualifications (RFQ).

BUDGET IMPACT:

Funding for the project was allocated in the Capital Improvement Project Fund and funded by the 2022 CO bonds.

| | | |
|----|-------------------|------------------------------|
| \$ | 111,167.50 | Proposal Amount |
| \$ | 10,000.00 | Contingency |
| \$ | 121,167.50 | Total Funding Request |

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Proposal



April 25, 2024
Proposal No.: 23-1348-004

Mr. Wesley Brandon, P.E.
Town of Little Elm
wbrandon@littleelm.org

**Subject: Construction Materials Testing Services
Little Elm Public Safety Annex
Little Elm, Texas**

Dear Mr. Brandon:

Geotex Engineering is pleased to submit this proposal for construction materials testing for the above-referenced project. We understand that the project entails the construction and associated site improvements for the Little Elm Public Safety Annex located at 107 Ryan Spiritas Parkway in Little Elm, Texas.

This proposal is based on architectural, structural, and civil bid set plans dated January 22, 2024; geotechnical report by Geotex Engineering dated August 18, 2023 and geotechnical addendum dated September 27, 2023.

PROJECT INFORMATION

Based on our review of the project plans and specifications, we understand that the project will consist of the following:

- ◆ Building (approximately 15,000 square feet):
 - ◆ Moisture-conditioned subgrade (6.5 feet with a 2.5-foot select fill cap)
 - ◆ Auger cast-in-place pile foundation system – 129 total
 - ◆ Slab-on-grade floor system with grade beams
 - ◆ CMU masonry walls
 - ◆ Upper-level concrete slabs over pan decking
 - ◆ Elevator pit and walls
 - ◆ Structural steel
- ◆ Paving and sidewalks:
 - ◆ Scarified and re-compacted subgrade for sidewalks
 - ◆ 6- to 8-inch lime-treated or flexible base paving subgrade
 - ◆ Portland cement concrete paving
- ◆ Miscellaneous:
 - ◆ Utility trench backfill
 - ◆ Dumpster pad and slab

SCOPE OF SERVICES

The following scope of services is based on our review of the project documents and is limited to providing testing and/or observations for the previously mentioned construction. ***We do request that your construction representative provide us with a 24-hour notice for scheduling purposes. Same-day call-ins will be billed at premium rates.*** As such, we agree to provide the appropriate personnel to perform the below construction materials services.

Earthwork

- Obtain and perform laboratory moisture/density relations (ASTM D698) and soil classification tests (liquid limit, plastic limit, and percent finer than no. 200 sieve analysis) for each soil type
- Perform in-place moisture/density tests at the proposed rate of 1/3,000 square feet for the building pad, 1/5,000 square feet for paving areas, and 1/100 linear feet for trench utility backfill and grade beam backfill per lift, with a minimum of 3 tests per lift
- Perform sulfate tests on pavement subgrade at the rate of 1/300 linear feet
- Perform in-place sieve analysis and depth checks at the rate of 1/5,000 square feet on lime treated paving subgrades

ACIP Pile Installation

- An engineer or geologist will be onsite on the first day of pile placement to verify the soil design parameters and to provide assistance if any problems arise during placement.
- Excavation observation of the drilled shafts will include:
 - record the diameter of the pile
 - record top and bottom pile elevations (information obtained from plans or provided by contractor)
 - record length of pile
 - record if plumbness is within specification tolerance
 - record horizontal and vertical bars quantity and size
 - record reinforcing steel placement
 - record stroke counts and time grout was placed

Reinforcing Steel

- Perform reinforcing steel observation which will include:
 - verify the number and size of bars
 - verify clearance between bars and spacing
 - verify securing, tying, and chairing of bars

Cast-In-Place Concrete

- Perform testing during concrete placements, which will include:
 - perform ambient and concrete temperature determinations
 - perform entrained air content determination
 - perform slump determination
- Cast concrete test cylinders at the proposed rate of 5/100 cubic yards of concrete, or fraction thereof, placed per day

- Compressive strength determination of concrete test cylinders with one tested at 7 days, three tested at 28 days, and one held in reserve
- Perform pavement depth checks by core every 300 feet or less

Masonry

- Perform testing during masonry operations which will include:
 - Ambient, mortar, and grout temperature determinations
- Cast grout prisms at the proposed rate of 4 per set shall be made during the first day of masonry work and for every 5,000 SF of wall (or less) thereafter
- Compressive strength determination of grout prisms with one tested at 7 days and three tested at 28 days

Structural Steel

- Perform visual observation on welded and bolted connections
- Perform ultrasonic observation on moment or “full-penetration” welded connections

Notes and Qualifications:

Preparation of a compliance letter or other tasks and services that will require Professional Engineering (PE) hours will be billed at the PE’s rate of \$250/hour.

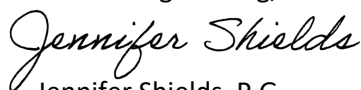
COMPENSATION

While testing is dependent on the construction sequence, contractor performance and efficiency, weather conditions, and the actual testing performed, we suggest an **estimated budget of \$111,167.50**. The invoicing for this project will use the attached Fee Schedule **and the actual quantity of work performed**. The estimated budget will not be exceeded without prior approval. Services provided by Geotex Engineering will be consistent with the engineering standards prevailing at the time and in the area that the work is performed; no other warranty, express or implied, is intended. Estimates are valid for 60 days. If ICC Special Inspections are requested or required, additional fees will apply. Any additional testing that the client requests will be billed. Fees are subject to increases upon the calendar year or following years of signing the contract. Additional slump, entrained air, and temperature tests requested will be charged to the client. (Slump-\$20), (Entrained Air and Unit Weight-\$25), (Temperature-\$5). If NICET inspector is required, additional fees will apply.

A Letter of Agreement for your execution will be forwarded to your office upon your approval of this proposal.

We appreciate the opportunity to provide you with our services. Please call if you have any questions or wish to discuss any aspect of our proposal.

Sincerely,
Geotex Engineering, LLC



Jennifer Shields, P.G.
Senior Geologist / Senior Project Manager

Attachments: Budget Estimate



Geotex Engineering
 1101 Shady Oaks Dr.
 Denton, Texas
 Phone: 940.735.3433

Budget Estimate for Construction Materials
 Testing & Observation Services
Little Elm Public Safety Annex
 Little Elm, Texas
22-1348-004

| Item | Quantity | Unit | Unit Rate | Total |
|---|----------|------|-----------|--------------------|
| Earthwork Observation & Testing Paving & Utilities | | | | |
| Moisture Density Relations (ASTM D698 - Method A or B) | 6 | each | \$185.00 | \$1,110.00 |
| Moisture Density Relations Treated (ASTM D698 - Method A or B) | 2 | each | \$280.00 | \$560.00 |
| Moisture Density Relations (ASTM D698 - Method C) | 1 | each | \$200.00 | \$200.00 |
| Atterberg Limits (ASTM 4318) | 9 | each | \$95.00 | \$855.00 |
| Minus 200 Sieve Analysis | 6 | each | \$50.00 | \$300.00 |
| Sieve Analysis (Tex-110-E) | 1 | each | \$260.00 | \$260.00 |
| Oversized Rock Correction | 1 | each | \$80.00 | \$80.00 |
| Lime Depth Checks | 9 | each | \$20.00 | \$180.00 |
| Lime Subgrade Gradations | 9 | each | \$20.00 | \$180.00 |
| Sulfate Content in Soils, Colorimetric Method | 2 | each | \$105.00 | \$210.00 |
| Lime Series, Plasticity Index Method | 1 | each | \$500.00 | \$500.00 |
| In-Place Moisture-Density Tests (Paving) Min 3 Per Trip | 43 | each | \$20.00 | \$860.00 |
| In-Place Moisture-Density Tests (Utilities) Min 3 Per Trip | 100 | each | \$20.00 | \$2,000.00 |
| Certified Engineering Soils Technician - Paving (Min. 4 hrs. per trip) | 84 | hour | \$60.00 | \$5,040.00 |
| Certified Engineering Soils Technician - Utilities (Min. 4 hrs. per trip) | 40 | hour | \$60.00 | \$2,400.00 |
| Trip Charge | 31 | trip | \$50.00 | \$1,550.00 |
| Project Manager | 15 | hour | \$125.00 | \$1,875.00 |
| Project Administration | n/a | % | 10 | \$1,816.00 |
| Estimated Total for Earthwork Services for Paving & Utilities: | | | | \$19,976.00 |
| Concrete Observation & Testing - Paving | | | | |
| Concrete Test Cylinders (4 x 8 inch) (Includes: ambient & concrete temperatures, slump, air & unit weight) | 170 | each | \$25.00 | \$4,250.00 |
| Certified Engineering Concrete Technician (Min. 4 hrs. per trip) (Includes reinforcing observation & cylinder pick up) | 185 | hour | \$60.00 | \$11,100.00 |
| Core Drilling Machine Fee | 1 | trip | \$375.00 | \$375.00 |
| Hilti Ferrosan (Min. 4 hr. charge) | 1 | hour | \$125.00 | \$125.00 |
| 4-inch Diameter or Less, Concrete Cores to 8" depth | 6 | each | \$75.00 | \$450.00 |
| Core Hole Patching | 6 | each | \$75.00 | \$450.00 |
| Engineering Concrete Core Technician | 6 | hour | \$65.00 | \$390.00 |
| Trip Charge | 49 | trip | \$50.00 | \$2,450.00 |
| Project Manager | 18 | hour | \$125.00 | \$2,250.00 |
| Project Administration | n/a | % | 10 | \$2,184.00 |
| Estimated Total for Concrete Services for Paving: | | | | \$24,024.00 |
| Earthwork Observation & Testing Building Pad | | | | |
| Moisture Density Relations (ASTM D698 - Method A or B) | 1 | each | \$185.00 | \$185.00 |
| Atterberg Limits | 1 | each | \$95.00 | \$95.00 |
| Minus 200 Sieve Analysis | 1 | each | \$50.00 | \$50.00 |
| In-Place Moisture-Density Tests, Min 3 per trip | 100 | each | \$20.00 | \$2,000.00 |
| Certified Engineering Soils Technician (Min. 4 hrs. per trip) | 64 | hour | \$60.00 | \$3,840.00 |
| Trip Charge | 10 | trip | \$50.00 | \$500.00 |
| Project Manager | 6 | hour | \$125.00 | \$750.00 |
| Project Administration | n/a | % | 10 | \$742.00 |
| Estimated Total for Earthwork Services: | | | | \$8,162.00 |

| | | | | |
|---|-----|------|----------|---------------------|
| <u>ACIP Observations</u> | | | | |
| Grout Cubes (Includes: ambient & grout temperatures, and flow rate) | 84 | each | \$25.00 | \$2,100.00 |
| Certified Sr. Engineering Technician (Min. 4 hrs. per trip) | 56 | hour | \$75.00 | \$4,200.00 |
| Certified Sr. Engineering Technician (Estimated overtime) | 21 | hour | \$112.50 | \$2,362.50 |
| Senior Engineer (PE) | 6 | hour | \$250.00 | \$1,500.00 |
| Trip Charge | 15 | trip | \$50.00 | \$750.00 |
| Project Manager | 9 | hour | \$125.00 | \$1,125.00 |
| Project Administration | n/a | % | 10 | \$1,204.00 |
| Estimated Total for Drilled Shaft Services: | | | | \$13,241.50 |
| <u>Concrete Observation & Testing Building</u> | | | | |
| Concrete Test Cylinders (4 x 8 inch) (Includes: ambient & concrete temperatures, slump, air & unit weight) | 100 | each | \$25.00 | \$2,500.00 |
| Certified Engineering Concrete Technician (Min. 4 hrs. per trip) (Includes reinforcing observation & cylinder pick up) | 145 | hour | \$60.00 | \$8,700.00 |
| Trip Charge | 40 | trip | \$50.00 | \$2,000.00 |
| Project Manager | 12 | hour | \$125.00 | \$1,500.00 |
| Project Administration | n/a | % | 10 | \$1,470.00 |
| Estimated Total for Concrete Services: | | | | \$16,170.00 |
| <u>Fireproofing / Firestopping Observation & Testing</u> | | | | |
| Fireproofing Observation (Min. 5 hrs. per trip) | 25 | hour | \$95.00 | \$2,375.00 |
| Thickness & Density testing | | each | \$35.00 | \$0.00 |
| Adhesion testing | | each | \$45.00 | \$0.00 |
| Trip Charge | 5 | trip | \$50.00 | \$250.00 |
| Project Manager | 3 | hour | \$125.00 | \$375.00 |
| Project Administration | n/a | % | 10 | \$300.00 |
| Estimated Total for Fireproofing Services: | | | | \$3,300.00 |
| <u>Masonry Observation & Testing</u> | | | | |
| Mortar Cubes (6 per set) | | each | \$25.00 | \$0.00 |
| Grout Prisms (4 per set) | 60 | each | \$35.00 | \$2,100.00 |
| Certified Engineering Technician (Min. 4 hrs. per trip) (Includes observation and masonry pickup) | 60 | hour | \$85.00 | \$5,100.00 |
| Trip Charge | 15 | trip | \$50.00 | \$750.00 |
| Project Manager | 7 | hour | \$125.00 | \$875.00 |
| Project Administration | n/a | % | 10 | \$883.00 |
| Estimated Total for Masonry Services: | | | | \$9,708.00 |
| <u>Structural Steel Observation</u> | | | | |
| CWI Specialist Visual Observation (Min. 5 hrs. per trip) | 40 | hour | \$85.00 | \$3,400.00 |
| Ultrasonic Inspection (Min. 5 hrs. per trip) | 20 | hour | \$95.00 | \$1,900.00 |
| Material Fee | 4 | day | \$50.00 | \$200.00 |
| Trip Charge | 12 | trip | \$90.00 | \$1,080.00 |
| Project Manager | 6 | hour | \$125.00 | \$750.00 |
| Project Administration | n/a | % | 10 | \$733.00 |
| Estimated Total for Structural Steel Services: | | | | \$8,063.00 |
| <u>Storm Shelter Observation</u> | | | | |
| Visual Observation (Min. 4 hrs. per trip) | 24 | hour | \$125.00 | \$3,000.00 |
| Sr. Engineer (submittal research and final walk through) | 6 | hour | \$250.00 | \$1,500.00 |
| Trip Charge | 7 | trip | \$50.00 | \$350.00 |
| Project Manager | 5 | hour | \$125.00 | \$625.00 |
| Project Administration | n/a | % | 10 | \$548.00 |
| Estimated Total for Storm Shelter Services: | | | | \$6,023.00 |
| Project Setup Fee | 1 | each | \$250.00 | \$250.00 |
| Allowance for Sr. Engineer | 9 | hour | \$250.00 | \$2,250.00 |
| | | | | \$2,500.00 |
| | | | | |
| Estimated Total for Above Services: | | | | \$111,167.50 |

SCHEDULED ASSUMPTIONS AND NOTES

Utility backfill completed at a rate of 300 linear feet per day, full depth of trench.
Building pad moisture conditioning and select fill placement will be completed in 6 days.
Pavement concrete placed at 200 cubic yards per pour, and sidewalk concrete placed at 60 cubic yards per pour.
Reinforcing steel observation for pavement concrete will be performed on the same trip as the concrete placement.
City approach concrete will be placed at a rate of two approaches / turn lanes per pour.
Pavement thickness coring will be completed in a single trip.
Light pole base concrete will be placed at a rate of at least 6 bases per pour.
Lime treatment onsite will be performed in 2 days.
Storm Inlets will be placed at a rate of 3 per pour.
Sanitary sewer manholes are assumed to be pre-cast.
Top of pipe for water service lines with no profiles are 4 feet below grade (no flow line elevations provided).
ACIP piles will be installed at a rate of 20 per day with one drill rig onsite. We have assumed that the grout pump will have a stroke counter in working condition.
Pilasters / pier caps and column leave outs will be completed in one placement.
Concrete for grade beams will be completed at a rate of 80 cubic yards per pour.

Concrete for building slabs on void will placed at a rate of 250 cubic yards per pour and slabs on deck will be placed in a single pour.
Visual structural steel inspections performed at a rate of two trips per area per floor.
Ultrasonic inspections performed at a rate of one trip per area per floor where moment connections are present.
Firestopping testing and observations completed in 5 trips.
Storm louvers and storm door frames installation will be completed in one trip per opening.

NOT INCLUDED IN REQUIREMENTS OR THE BUDGET

Tests in excess of above stated quantities or additional tests not listed
Retesting of any failed tests / observation
Temporary site curing facility
Project compliance letter

The fees listed above for field and laboratory tests, include the equipment necessary to accomplish the task. Fees not listed above are available upon request. Estimates are valid for 60 days. Any additional testing that the client requests will be billed. There will be a 50% surcharge to the standard testing fees on all testing performed on rush orders. All services and personnel fees are subject to a minimum fee of four hours per trip for all scheduled inspections, site visits and for cancellations (on-site or in route) unless noted otherwise. Hourly rates quoted are portal to portal and apply to standard work days, Monday through Friday 7:00 am to 6:00 pm. Overtime rate of 1.5 times the quoted rate will be applied outside of the standard work hours, over 8 hours a day and on Saturday. Sundays and Holidays will be billed at 2 times the quoted rates. Fees listed above are per unit/hour, unless otherwise noted. Same-day call-ins to be billed at 1.5 times the hourly rate of the available personnel, up to and including the project manager's rate. Fees listed are for informational use only and are subject to change. If ICC Special Inspections are required, additional fees will apply. Fees are subject to increases upon the calendar year or following years of signing the contract. Additional slump, entrained air and temperature tests requested will be charged to client. (Slump-\$20), (Entrained Air and Unit Weight-\$25), (Temperature-\$5). If NICET inspector is required, additional fees will apply.



Date: 05/14/2024
Agenda Item #: 5. J.
Department: Development Services
Strategic Goal: Ensure excellence in public services while keeping up with the growth in the community
Staff Contact: Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Approve **Resolution No. 0514202404** and a **Local On-System Improvement Project Agreement with the Texas Department of Transportation** regarding the **Main Street Traffic Signal Project**.

DESCRIPTION:

The Town of Little Elm has proposed the installation of a new traffic signal located at the intersection of Main Street and Eldorado Pkwy. The purpose of the project is to provide safe pedestrian access across Eldorado Pkwy, as well as facilitate traffic movements at the intersection. The current estimated cost of the project is \$614,000. The project has been approved as part of the Denton County TRIP 2022 bond program, which is anticipated to provide funding to cover the cost of the project.

The Texas Department of Transportation (TxDOT) requires a Local On-System Agreement to permit a construction project on a state roadway. They also require a resolution passed by the governing body as part of the agreement. This agreement provides details regarding the responsibilities of the local government and TxDOT.

BUDGET IMPACT:

The cost of the agreement is \$12,504 and includes the direct and indirect State costs to administer the agreement. Funding for the project is identified in the current Denton County TRIP 2022 Bond Program. Additional funding to cover potential costs that exceed funding provided by Denton County has been allocated in the Town's Capital Improvement Program, as well as the South Roadway Impact Fee Fund.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

- Resolution 0514202404

Agreement

**RESOLUTION NO.
0514202404**

**A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF LITTLE ELM, TEXAS SUPPORTING THE
AGREEMENT WITH THE TEXAS DEPARTMENT OF
TRANSPORTATION FOR A LOCAL ON-SYSTEM
IMPROVEMENT PROJECT**

WHEREAS, This Resolution is presented for the purpose of approving and entering into a Local On- System Agreement (LOSA) by and between the State of Texas, acting by and through the Texas Department of Transportation, and the Town of Little Elm, for the provision of a Local On-System Improvement Project, more particularly described below:

District: Dallas

Project Name: Main Street Traffic Signal, located at the intersection of Eldorado Pkwy and Main Street

WHEREAS, the Town of Little Elm is financially responsible for project costs and overruns, if applicable; and

WHEREAS, the Town of Little elm is authorized to enter into a LOSA with TxDOT; and

WHEREAS, the Town of Little Elm authorizes the Town Manager to be the signatory for the LOSA.

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

Section 1. The Town of Little Elm supports entering into an agreement with the Texas Department of Transportation, as described above, and is willing to commit to the project's development, implementation, construction, maintenance, management and/or financing. The Town of Little Elm is willing and able to authorize, by this resolution, the Local Government to enter into said Agreement with TXDOT to provide for a Local On- System Improvement Project; and

Section 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED this the 14th day of May, 2024.

APPROVED:

ATTEST:

Curtis Cornelious, Mayor

Caitlan Biggs, Town Secretary

| | |
|-----------------|---|
| CSJ # | 18-4LOSA001 |
| District # | 18/DAL |
| Code Chart 64 # | 24830 |
| Project Name | US 720 (Eldorado Pkwy) at Main Street Traffic Signal Installation |

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT For A LOCAL ON-SYSTEM IMPROVEMENT PROJECT

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

WITNESSETH

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

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115814**, authorizing the State to accept Local Government funded projects performed on the state highway system. The project covered by this Agreement includes only work within the state right of way as described in the Agreement, Article 2, Scope of Work (Project); and,

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

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

AGREEMENT

1. Period of the Agreement

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

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2. **Scope of Work**

The Project consists of **engineering of traffic signal by Local and construction of traffic signal on FM 720 (Eldorado Pkwy) at Main Street as shown in Attachment A**

3. **Local Project Sources and Uses of Funds**

- A. The total estimated cost of the Project is shown in Attachment B, Local On-System Improvement Project Budget (Attachment B), which is attached to and made a part of this Agreement. The estimated funds from the Local Government are shown in Attachment B. The State will pay for no Project costs performed by or managed by Local Government under this Agreement.
- B. Attachment B shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property (right of way); (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other Project costs.
- C. The Local Government shall be solely responsible for all of its costs associated with the Project provided for in this Agreement. The Local Government shall be responsible for cost overruns for the Project in excess of the estimated amount to be paid by the Local Government on Attachment B. The Local Government shall also be responsible for direct and indirect costs incurred by the State related to performance of this project if so indicated on Attachment B. If the State determines that the on-system improvements are of significant operational benefit to the State, the State may waive its direct or indirect costs. The State's waiver of its direct or indirect costs shall be indicated on Attachment B by showing the State as responsible for these costs. When the Local Government is responsible for the State's direct or indirect costs, the amount indicated on Attachment B is a fixed fee and not subject to adjustment except through the execution of an amendment to this Agreement.
- D. Prior to the performance of any engineering review work by the State, the Local Government shall pay to the State the amount of direct and indirect State costs specified in Attachment B.
- E. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Financial Management Division. The funds shall be deposited and managed by the State and are not refundable.
- F. The Local Government will begin construction on the Project within 6 months after execution of the Agreement.
- G. The Local Government will complete construction and receive the State's acceptance of the project within 18 months after the date the State authorizes in writing for the Local Government to commence construction of the Project.
- H. If the Local Government chooses not to or fails to complete the work once construction on the Project commences, the State may terminate this Agreement in accordance with paragraph 4.C. below. The State may address unfinished construction work as it determines necessary to protect the interests of the State, which includes returning the Project area to its original condition or completing the work using State forces or

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contractors. The Local Government shall pay all costs incurred by the State under this provision.

4. Termination of this Agreement

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

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The State terminates the Agreement in writing due to the Local Government's failure to comply with paragraphs 3.F or 3.G; or
- C. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party.

5. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment. Amendments may not include the addition of State or Federal funds. If any funds other than Local Government funds are proposed, this Agreement must be terminated and a new agreement with appropriate terms and clauses executed in its place.

6. Remedies

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

7. Architectural and Engineering Services

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. The Project design shall, at a minimum conform to applicable State manuals.

The State shall review the plans, specifications, and estimates provided by the Local Government upon completion or at any time deemed necessary by the State. Should the State determine that the complete plans, specifications, and estimates for the Project are not acceptable, the Local Government shall correct the design documents to the State's satisfaction. Should additional specifications or data be required by the State, the Local Government shall redesign the plans and specifications to the State's satisfaction. The costs for additional work on the plans, specifications, and estimates shall be borne by the Local Government.

8. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The Local Government is responsible for:

- A. The identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.

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- C. Providing any public meetings or public hearings required for development of all required environmental documents and obtaining all required permits and approvals.
- D. The preparation of documents required for the environmental clearance of the Project.

Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances and approvals have been obtained.

9. Right of Way and Real Property

The Local Government shall acquire all required right of way and necessary right of entry for performance of the Project in accordance with applicable requirements of the Texas Department of Transportation Right of Way Manual, State law, and Federal law governing the acquisition of real property including but not limited to Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C.A. Section 4601 et seq. Right of way acquired for improvements to the state highway system shall be acquired in the name of the State. Local Government shall provide right of entry to State personnel and its authorized representatives to areas off the state highway system throughout the duration of the Project for the State to perform inspection and oversight of the Project.

10. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities for the Project in accordance with applicable State and Federal laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures.

11. Compliance with Texas Accessibility Standards and ADA

Local Government shall ensure that the plans for and the construction of the Project are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

12. Construction Responsibilities

- A. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Project plans and specifications for improvements on the state highway system must be approved by the State prior to advertising for construction. Upon selection of a contractor and prior to commencing construction within the state highway system right of way, the Local Government shall request and obtain written authorization to commence construction of the Project from the State. The Local Government will supervise and inspect all work performed hereunder and

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provide such engineering inspection and testing services as may be required to ensure that the construction is accomplished in accordance with the approved plans and specifications. All construction change orders impacting the proposed improvements, traffic control, environmental mitigation, or drainage on the state highway system require written pre-approval by the State prior to execution by the Local Government.

- B. Upon completion of the Project, the Local Government will issue and sign a "Notification of Completion" acknowledging the Project's construction completion. A copy will be provided to the State prior to State's final acceptance of the improvements.
- C. Prior to the State's acceptance of the improvements on the state highway system, Local Government shall furnish to the State written certification from a Texas Registered Professional Engineer that the Project was constructed in substantial compliance with the Project's plans, specifications, and quality assurance requirements.

13. Project Maintenance

After Local Government completion of the work and acceptance by the State, the State will be responsible for maintenance of the improvements within the state highway system right of way outside the boundaries of an incorporated city. This obligation may be fulfilled through other agreements signed by the State.

14. Notices

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

| Local Government | State |
|---|--|
| Town of Little Elm 303 Main Street Little Elm, TX 75068 | Director of Contract Services Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701 |

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

15. Legal Construction

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

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and

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deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents

Upon completion or termination of this Agreement, copies of all documents and data prepared under this Agreement by the Local Government for improvements within the state highway system right of way shall be provided to the State prior to State acceptance of the Project without restriction or limitation on their further use. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any Project information required by the State in the format directed by the State.

18. Compliance with Laws

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

19. Sole Agreement

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

20. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred and engineering inspection and testing services performed under this Agreement and shall make such materials available to the State and the Local Government or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

21. Insurance

Before beginning work on the state highway system, the Local Government and its contractor performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on state right of way. Self-insurance documentation acceptable to the State may be substituted for all or part of the coverage's required for the Local Government. This coverage shall be maintained until all work on the state right of way is complete. If coverage is not maintained, all work on state right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

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22. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with all applicable Federal and State nondiscrimination statutes and authorities.

23. Signatory Warranty

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

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

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Signature

Kenneth Stewart

Matt Mueller

Typed or Printed Name

Typed or Printed Name

Director of Contract Services

Town Manager

Typed or Printed Title

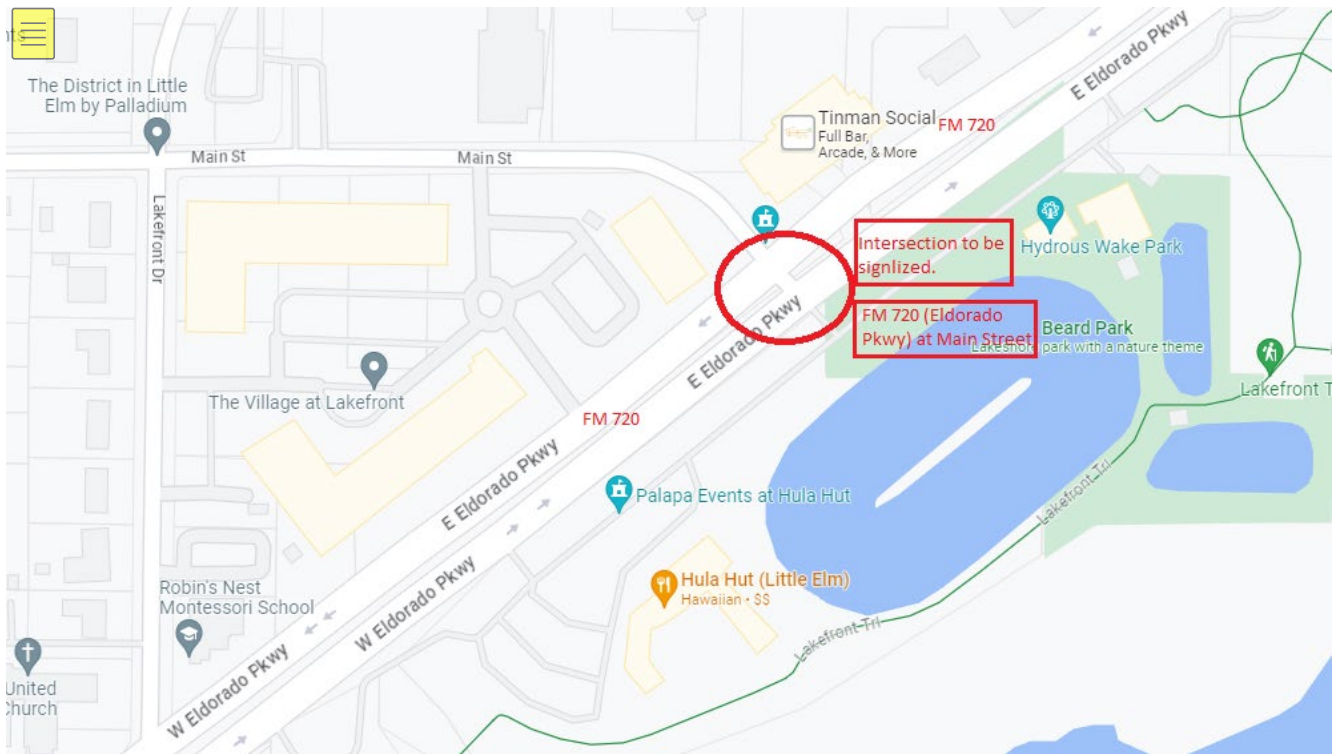
Typed or Printed Title

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ATTACHMENT A PROJECT LOCATION MAP



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ATTACHMENT B
LOCAL ON-SYSTEM IMPROVEMENT PROJECT BUDGET
(Locally Funded and Performed Project)

The Local Government is responsible for 100% of the costs allocated to it as described below, including overruns.

| Description | Estimated Costs | Subtotals |
|---|---|---------------------|
| PROJECT PHASES: Work performed by the Local Government or its Consultant or Contractor | | |
| Environmental | \$ 0.00 | |
| Right of Way | \$ 0.00 | |
| Engineering | \$1.00 | |
| Utility Work | \$0.00 | |
| Construction | \$250,000.00 | |
| Subtotal for Project Phases | | \$250,001.00 |
| DIRECT STATE COSTS: | Paid By: <input checked="" type="checkbox"/> Local Government <input type="checkbox"/> State | |
| Environmental | \$1.00 | |
| Right of Way | \$1.00 | |
| Engineering | \$1.00 | |
| Utility Work | \$1.00 | |
| Construction | \$12,500.00 | |
| Subtotal for Direct State Costs | | \$12,504.00 |
| INDIRECT STATE COSTS: | Paid By: <input type="checkbox"/> Local Government <input checked="" type="checkbox"/> State | |
| Subtotal for Indirect State Costs | | \$11,500.00 |
| TOTAL ESTIMATED COST OF PROJECT | | \$274,005.00 |

| | |
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| \$11,500.00 | Fixed price amount of payment by the Local Government to the State for the State's direct and indirect costs as stated in Article 3, C and D of the Agreement. |
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ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER



Date: 05/14/2024
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 **Second Amended Administrative Services Agreement between the Town of Little Elm and Little Elm Economic Development Corporation (EDC).**

DESCRIPTION:

This Administrative Service Agreement states that the Town of Little Elm will provide the EDC with certain essential and necessary services for the term of 10 years, effective from the last executed date of October 1, 2022. With the EDC having purchased or constructed assets that will require additional services of the Town, the EDC is requesting to amend the agreement to include the following additions:

- **Annual Insurance:** The Town will cause Texas Municipal League or a company of their choice to provide insurance on facilities owned by the LE EDC. The Town will either invoice or cause the LE EDC to be invoiced for said expense, of which the LE EDC will reimburse the Town for said insurance.
- **Landscape Maintenance:** The Town will or will cause Town's Park staff or a company of their choice to mow and maintain the landscaping on facilities and land owned by the LE EDC. The Town will either invoice or cause the LE EDC to be invoiced for said expense, of which the LE EDC will reimburse the Town for said maintenance for areas that include but not limited to, 199 Main Street and 104 Hardwicke Lane.
- **Fire Systems:** The Town will or will cause American Fire System company or a company of their choice to inspect, maintain and monitor the fire extinguishers and fire sprinklers systems for facilities owned by the LE EDC. The Town will either invoice or cause the LE EDC to be invoiced for said expense, of which the LE EDC will reimburse the Town.
- **Parking Lot/Masonry Wall:** The Town will oversee maintenance and repairs of all shared parking lots and masonry wall on LE EDC land/property located in the Lakefront. The Town constructed or caused said parking to be constructed, and shall cover all cost associated with said maintenance, including but not limited to cleaning, stripping and repairs.
- **Permit Fees:** The Town will waive our cause to be waived all permit fees associated with buildings/facilities owned by the LE EDC.

BUDGET IMPACT:

The EDC pays the Town of Little Elm **Thirty Thousand and No/Dollars (\$30,000.00)** annually for these agreed upon services. This contracted amount is a budget item that is included in each Fiscal Year. In addition to the annual fee, the Town will invoice the EDC for fees applicable to facility maintenance, insurance, and landscaping maintenance.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Second Amended Administrative Service Agreement

2. Legal Services: The LE EDC reserves the right to hire an attorney of its own choice and its own expense.

3. Financial Services: The Town agrees to provide through its Financial Department assistance and coordination with the EDC's accounting firm for budgeting purposes or as requested or needed, all audit services, as well as calculations of revenue for each of the designated TIRZ agreements, as needed. The EDC treasurer will have full oversight, control and approval of the EDC revenue and expenditures, as specified within Article III, Section 4, Article IV, Section 3-5 of the Bylaws.

4. Town of Little Elm Management Team: Town agrees to provide the services of the Town Manager, on as an as needed basis for meetings and consultation; as well as, Department Heads, and/or the Town Manager's designee(s) will provide liaison services between the Town staff, the LE EDC staff and its Board of Directors, and potential business prospects. Liaison services include review of all contracts and agreements, administrative oversight of development projects, assistance in setting agenda items, presentations to civic groups, council and business developers, and responding to inquiries of potential business prospects.

5. Miscellaneous Services:

- (a) The Town will or will cause American Fire System company or a company of their choice to inspect, maintain and monitor the fire extinguishers and fire sprinklers systems for facilities owned by the LE EDC. The Town will either invoice or cause the LE EDC to be invoiced for said expense, of which the LE EDC will reimburse the Town.
- (b) The Town will or will cause Town's Park staff or a company of their choice to mow and maintain the landscaping on facilities and land owned by the LE EDC. The Town will either invoice or cause the LE EDC to be invoiced for said expense, of which the LE EDC will reimburse the Town for said maintenance for areas that include but not limited to, 199 Main Street and 104 Hardwicke Lane.
- (c) The Town will cause Texas Municipal League or a company of their choice to provide insurance on facilities owned by the LE EDC. The Town will either invoice or cause the LE EDC to be invoiced for said expense, of which the LE EDC will reimburse the Town for said insurance.
- (d) The Town will waive our cause to be waived all permit fees associated with buildings/facilities owned by the LE EDC.
- (e) The Town will oversee maintenance and repairs of all shared parking lots and masonry wall on LE EDC land/property located in the Lakefront. The Town constructed or caused said masonry wall and parking lots to be constructed, as depicted in **Exhibit A** (see attached), and shall cover all cost associated with said maintenance, including but not limited to cleaning, stripping and repairs.

In addition, the Town Manager's office shall provide secretarial and other clerical services, including, but not limited to, posting of meeting agendas and reservation of meeting rooms if needed.

ARTICLE II
SERVICES PROVIDED BY THE EDC THROUGH ITS EXECUTIVE DIRECTOR AND STAFF
ON BEHALF OF THE LE EDC BOARD OF DIRECTORS AND OTHER CONDITIONS AND
SERVICES

LE EDC does hereby agree to expend monies identified below for the purpose of performing administrative and executive functions for and on behalf of the LE EDC Board consistent with the Articles of Incorporation and Bylaws of said corporation as follows:

1. EDC Executive Director, EDC Staff, and Chamber Staff: The Executive Director of the EDC and Chamber and staff will be classified as an employee of the Town and shall receive all benefits available to all full-time employees of the Town. The Executive Director and staff will be subject to the same employee policies as all other employees of the Town, with the exception that the Executive Director will report directly to the EDC and Chamber Board of Directors; with the understanding that the Board of Directors may institute additional operational policy and procedures if they so choose; and staff will report directly to the EDC and Chamber Executive Director. The Town will provide the Executive Director with complete access to all office equipment, printers, phone systems, email and computer services that are provided to the Town Manager. The Town will provide staff with complete access to all office equipment, printers, phone systems, email and computer services necessary to conduct business in their work space. The Town will provide an office for the Executive Director and the same access level to all meeting rooms that are provided to the Town Manager, as well as work space for the staff.
2. EDC and Chamber Executive Director and Staff: The Executive Director and Staff is responsible for compliance with the Open Meetings Act and Public Information Act. The Executive Director will make sure that all LE EDC Board meetings will be conducted in compliance with all State laws. The Executive Director and staff of the Chamber of Commerce ("COC") is governed by and conducted according to the Revised Robert Rules of Order. The Executive Director will ensure that all LE COC Board Meetings are compliant with said rules.
3. Web Site Services: The LE EDC will be provided as much space as required on the Town's web site for placement of economic development information.
4. Town Logo: The LE EDC is authorized to use the Town Logo for its economic development purposes; modified to identify the EDC.

ARTICLE III
COMPENSATION

In consideration of the provision by Town to LE EDC of the services described in Articles above, LE EDC agrees to pay to Town the sum of \$30,000. It is agreed by the parties hereto

that the compensation described in this Article III is equal to the reasonable value of the services anticipated to be provided by Town to the LE EDC.

1. Payments: Payments to the Town for the services described herein shall begin October 1, 2021, and shall run with the term of this Second Amended Agreement. Payments and reimbursements shall be made by the LE EDC to the Town on an annual basis.
2. Use of Funds: It is expressly understood and agreed by LE EDC and the Town that all funds received from the LE EDC by the Town will be used solely for the purposes set out by the LE EDC Board in this agreement, its budget, and as directed by its Board as recorded in its official minutes.
3. Employees: All persons who are to provide services to the LE EDC as described herein are employees of the Town.

ARTICLE IV **TERM**

The term of this Second Amended Agreement shall be through September 30, 2031, and unless sooner terminated or extended by agreement of the parties hereto.

ARTICLE V **TERMINATION**

It is understood and agreed that either party may terminate this Second Amended Agreement at any time and for any reason whatsoever by giving the other party notice in writing of said termination at least ninety (90) days prior to termination. If this Second Amended Agreement is terminated by either party pursuant to the terms of this provision, LE EDC shall pay the Town for all services rendered up to the date of termination.

ARTICLE V **ASSIGNMENT**

This Second Amended Agreement may not be assigned or otherwise conveyed by either party without the prior written consent of the other party. The provisions of this Second Amended Agreement are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

ARTICLE VI **VENUE AND GOVERNING LAW**

In the event of any action under this Second Amended Agreement, venue for all causes of action shall be instituted and maintained in Denton County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Second Amended Agreement, and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Second Amended Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amended Agreement in the year 2024 and as of the dated indicated.

TOWN OF LITTLE ELM, TEXAS

LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION

Curtis Cornelious, Mayor

Ken Eaken, EDC President

Date

Date

ATTEST:

ATTEST:

Caitlan Biggs, Town Secretary

Jennette Espinosa, LEEDC Executive Director

Date

Date

Exhibit A
(map showing parking and wall location)



Date: 05/14/2024
Agenda Item #: 5. L.
Department: Administrative Services
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Consider Action to Approve the **Termination of Ground Lease Purchase Agreement between Little Elm Hospitality, LLC and Little Elm EDC.**

DESCRIPTION:

This Termination Agreement refers to the Third Amendment to the Ground Lease Purchase Agreement where the premises was replatted to include **four (4) separate lots, consisting of (i) Lot 3R referred to as the "Hotel Lot", and (ii) Lots 7R, 8R and 9, referred to as "Retail Lots."** Lot 3R, the hotel lot, was terminated by a previous agreement that was executed on July 10, 2023.

The developer and the Landlord now desire to terminate the Agreement and any Amendments thereto as to the **Retail Lots** only.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Termination Agreement for Lakefront Pad Sites

**TERMINATION OF GROUND LEASE PURCHASE AGREEMENT
FOR PROPERTY IN LITTLE ELM, DENTON COUNTY, TEXAS**

This Termination of Ground Lease Purchase Agreement for Property in Little Elm, Denton County, Texas (hereinafter referred to as the "Termination Agreement") is hereby entered into on the ____ day of _____, 2024, by the **LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the "EDC") and **LITTLE ELM HOSPITALITY, LLC**, a Texas limited liability company (hereinafter referred to as the "Developer").

R E C I T A L S:

WHEREAS, on or about **September 14, 2020**, the Little Elm EDC and Developer entered into that certain Ground Lease Purchase Agreement and Performance Agreement for Property in Little Elm, Denton County, Texas, recorded on August 5, 2021, as Instrument No. 2021-141349 in the Official Records of Denton County, Texas (hereinafter referred to as the "Original Agreement"), concerning certain real property located in the Town of Little Elm, Denton County Texas, as more particularly described in the Original Agreement (the "Premises") ; and

WHEREAS, on or about **June 6, 2022**, the Little Elm EDC and Developer entered into that certain First Amendment to Ground Lease Purchase Agreement for Property in Little Elm, Denton County, Texas, recorded on June 9, 2022, as Instrument No. 2022-85611 in the Official Records of Denton County, Texas (hereinafter referred to as the "First Amendment"); and

WHEREAS, on or about **June 20, 2023**, the Little Elm EDC and Developer entered into that certain Second Amendment to Ground Lease Purchase Agreement for Property in Little Elm, Denton County, Texas, recorded on June 23, 2023, as Instrument No. 2023-65454 (hereinafter referred to as the "Second Amendment"); and

WHEREAS, on or about **August 14, 2023**, the Little Elm EDC and Developer entered into that certain Third Amendment to Ground Lease Purchase Agreement for Property in Little Elm, Denton County, Texas, recorded on August 16, 2023, as Instrument No. 2023-88044 (hereinafter referred to as the "Third Amendment" together with the Original Agreement, First Amendment and Second Amendment, hereinafter referred to collectively as the "Agreement") to address Lots 7R, 8R and 9R as shown on the Replat (also referred to herein as the "Retail Lots"); and

WHEREAS, the EDC and Developer now desire to terminate the Original Agreement and any amendments related thereto.

NOW, THEREFORE, for and in consideration of the foregoing premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, EDC and Developer covenant and agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Termination Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERMINATION OF ORIGINAL AGREEMENT AND ANY AMENDMENTS.

- (a) The Original Agreement and any amendments related thereto by and between the EDC and Developer are hereby terminated.
- (b) EDC and Developer covenant and agree that each party shall have no further obligation to the other party under the Original Agreement and any amendments related thereto.

SECTION 3. TERMINATION OF RELATED AGREEMENTS.

- (a) The Memorandum of Ground Lease, Denton County Instrument Number 2019-55914, recorded on or about May 15, 2019, and any amendments related thereto are hereby terminated.
- (b) The Ground Lease Purchase Agreement and Performance Agreement, Denton County Instrument Number 2019-63272, recorded on or about May 31, 2019, and any amendments related thereto are hereby terminated.
- (c) The Ground Lease Purchase Agreement and Performance Agreement, Denton County Instrument Number 2022-86014, recorded on or about June 9, 2022, and any amendments related thereto are hereby terminated.

IN WITNESS WHEREOF, the parties hereto have executed this Termination Agreement on the day and year first above-written (the “Effective Date”).

EDC:

**LITTLE ELM ECONOMIC
DEVELOPMENT CORPORATION,**
a Texas non-profit corporation

By: _____

Ken Eaken, President

Date Signed: _____

STATE OF TEXAS

§

§

COUNTY OF DENTON

§

This instrument was acknowledged before me on the _____ day of _____, 2024, by Ken Eaken, President of the Little Elm Economic Development Corporation, a Texas non-profit corporation, on behalf of said Texas corporation.

Notary Public, State of Texas

DEVELOPER:

LITTLE ELM HOSPITALITY, LLC,
a Texas limited liability company

By: _____
Kash R. Patel, Managing Member

Date Executed: _____

STATE OF TEXAS

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COUNTY OF DALLAS

§

This instrument was acknowledged before me on the _____ day of _____, 2024, by Kash R. Patel, Managing Member of the Little Elm Hospitality, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas



Date: 05/14/2024
Agenda Item #: 5. M.
Department: Administrative Services
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Consider Action to Approve the **Participation Agreement between TwoBricks Partners, LLC and Little Elm EDC for Retail Pad Sites located at 303 E Eldorado Parkway and 305 E Eldorado Parkway.**

DESCRIPTION:

The purpose of this agreement is to transfer the following responsibilities from the previous owner to the new retail pad owner as these items are transferable and must be maintained until the dates detailed in the agreement.

Lighting Agreement:

- Responsibility of all the Obligations of the Owner as it relates to the Lakefront Lighting and outlined in the attached agreement

Job Creation:

- Owner agrees to provide documentation to the Little Elm EDC that the owner has created, staffed and maintained employment of at least **six (6)** full-time job equivalents at the owner's building on or before **December 31, 2024.**

Chamber Membership:

- The owner shall maintain a membership in good standing with the Little Elm Chamber of Commerce at the **Pontoon Level or higher** during the term of this agreement.

Term of Agreement:

- The term of this agreement commences upon the transfer of land from Little Elm Hospitality, LLC to the new owner, TwoBricks Partners, LLC.
- TwoBrick Partners, LLC agrees to provide verification that the land has been conveyed by Little Elm Hospitality, LLC to TwoBrick Partners, LLC and the recorded deed within 15 days of said closing.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Participation Agreement for 303 E Eldorado Parkway

Participation Agreement for 305 E Eldorado Parkway

STATE OF TEXAS §

COUNTY OF DENTON §

**PARTICIPATION AGREEMENT
THE LAKEFRONT DISTRICT BUILDING LIGHTS SYSTEM**

THIS AGREEMENT is made and entered into by and between the **TOWN OF LITTLE ELM**, a Texas home-rule municipality, acting by and through its Town Manager (hereinafter referred to as the “TOWN”); the **LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation, acting by and through its Executive Director (hereinafter referred to as the “EDC”); and **TWOBRICKS PARTNERS, LLC**, a Texas limited liability company, owner of a building/property located in the Lakefront District at, 303 E. Eldorado Parkway, Little Elm, Texas 75068 (hereinafter referred to individually as the “OWNER”), and whose mailing address is 2472 Twin Oak Drive, Little Elm, Texas 75068.

WHEREAS, the TOWN, and all or substantially all of the owners whose businesses are located in the Lakefront District (the “OWNERS”), have heretofore agreed in principle that it would be beneficial to the TOWN and to the OWNERS if a program between them was developed for the purposes of attracting visitors to the area; creating a pleasant ambience for visitors to the area; to promote tourism; to promote economic development; and in the interests of public safety, which program provides for the installation of uniform, decorative, outside, electric building lights on the fronts of all or substantially all of the OWNERS’ buildings in the Lakefront District; and

WHEREAS, this system is hereinafter referred to as the Lakefront District Building Lights System (the “System”); and

WHEREAS, the TOWN and the respective OWNERS at this time desire to formalize their agreement in principle and their understandings to the form of a written Agreement, setting forth their respective rights, responsibilities, and legal obligations in connection with the System; and

WHEREAS, the TOWN and the respective OWNERS recognize that they each will receive benefits from this Agreement, and further believe that the System will generally benefit the residents and citizens of the TOWN; and

NOW, THEREFORE, the TOWN, EDC, and OWNER do hereby **AGREE**, and by the execution of this Agreement are bound to the mutual obligations and to the performance and accomplishment of the covenants that are hereinafter set forth:

**I.
TERM**

This Agreement shall be for a term of ten (10) years commencing on or as of June 1, 2024, and terminating on May 31, 2034, unless sooner terminated in accordance with the other provisions of this Agreement. The TOWN, EDC and OWNER further agree that, by subsequent mutual written agreement, this Agreement may be renewable for two (2) additional five (5) year successive terms following the expiration of the initial ten (10) years.

II.
CONSENTS BY OWNER

OWNER hereby consents to the following:

- A. To the entry by the TOWN, and/or any Town-approved maintenance contractors, upon OWNER'S premises for the annual maintenance of the light stringers, light bulbs, and other related apparatus upon the exterior of OWNER'S building;
- B. To paying for the power and energy used by the System at OWNER'S sole cost; and
- C. OWNER agrees to provide documentation to the EDC the OWNER has created, staffed, and maintained employment of at least six (6) full-time job equivalents at the OWNER'S building on or before December 31, 2024.

III.
OBLIGATIONS OF TOWN

TOWN is obligated to perform the following:

- A. TOWN shall be responsible for providing and paying for, at its sole cost, annual maintenance for the System; PROVIDED, HOWEVER, that OWNER shall be solely responsible for replacement or repair of damaged light stringer, light bulbs, and other related apparatus upon the exterior of the OWNER'S building;
- B. TOWN shall control the color and schedule of color changes of the System; and
- C. At the time of termination of this Agreement, TOWN shall remove the System at its sole cost and expense in a careful, commercially reasonable manner, without causing damage to OWNER'S building.

IV.
OBLIGATIONS OF OWNER

OWNER is obligated to perform the following:

- A. OWNER agrees to fully cooperate with the TOWN and TOWN'S employees and the Town-approved maintenance contractors in facilitating the annual maintenance of the System during the term of the Agreement.
- B. OWNER agrees to contract with a Town-approved maintenance contractor for replacement and/or repair of any and all damaged light stringer, light bulbs, and other related apparatus upon the exterior of the OWNER'S building. Repairs must be completed within ten (10) business days of notification from the TOWN.
- C. OWNER agrees that at all times pertinent, both during the term of this Agreement, and following the termination or expiration of this Agreement, that the System is owned by the TOWN and is the property of the TOWN; subject, however, to OWNER'S rights to use the same under the terms and provisions of this Agreement.

- D. OWNER agrees to select a standard color to be used year-round, outside of Town-sponsored events, at which time the TOWN will determine and set the color(s) of the System.
- E. OWNER agrees to contact the TOWN'S point-of-contact for all requests to change the standard color of the exterior of the OWNER'S building for a OWNER-sponsored event.
- F. OWNER agrees to coordinate any additions or expansions to the System after the initial installation with the TOWN, prior to beginning any work at their own expense.
- G. OWNER agrees to update insurance to include the addition of the System and will be responsible for their own insurance deductible and out of pocket expense.

V.

TOWN'S REPRESENTATIVE AND POINT-OF-CONTACT

The Managing Director of Recreation shall be the TOWN'S point-of-contact for the OWNER to change the standard color of the exterior of the OWNER'S building for a OWNER-sponsored event.

VI.

OWNER'S REPRESENTATIVE AND POINT-OF-CONTACT

That Venkatasuneetha Mupparaju (hereafter "**Representative**") shall serve as the designated Representative and point-of-contact for OWNER, for the convenience and consistency of the administration of this Agreement. Any notices of violation of the terms of this Agreement shall be furnished in writing both to the Representative, as well as the OWNER at the below-stated address of OWNER.

VII.

AMENDMENTS AND MODIFICATIONS

This Agreement may only be modified or amended by a document in writing, signed by all of the respective parties, by and through their duly authorized representatives, and delivered to each of the parties.

VIII.

TERMINATION

- A. The TOWN may terminate this Agreement for cause because of OWNER'S violation of any of the covenants or agreements contained in this Agreement, if such violation is not wholly cured within thirty (30) days from the date that written notice of violation of this Agreement is provided by TOWN to OWNER at the address shown in the first page of this Agreement. TOWN shall at the expiration of such thirty (30) day notice period, if the violation is not wholly cured and remedied by OWNER, further notify OWNER in writing of the TOWN'S exercise of its option to terminate this AGREEMENT, as to the OWNER, specifying the reason(s) therefor; and the effective date of termination, which date must be no sooner than ten (10) days following the date of issuance of the TOWN'S notice of termination of this Agreement with OWNER.
- B. OWNER may terminate this AGREEMENT by providing ninety (90) days written notice delivered to TOWN, for cause, or without cause; and OWNER understands and agrees that it shall be liable and responsible for all such maintenance and repair payments that are then owing and shall become due before the date of termination of the Agreement.

- C. The TOWN may terminate this Agreement as to OWNER without cause by providing OWNER with ninety (90) days written notice delivered to OWNER.
- D. TOWN, at its sole option, with or without any reason, may elect to unilaterally terminate the entire Lakefront District Building Lights Program, before the expiration of this Agreement upon six (6) months advance written notice delivered to OWNER.

IX.
MISCELLANEOUS PROVISIONS

- A. OWNER may transfer or otherwise assign its rights under this Agreement, or any interest therein, to any successor OWNER to subsequently own, lease, or operate the OWNER'S business or premises, without the prior written approval or consent of TOWN; PROVIDED HOWEVER, OWNER shall remain liable and financially responsible for the replacement and repair under the terms of this Agreement, until the end of the Agreement year in which OWNER transfers or assigns its rights to a successor OWNER. If the event that the successor OWNER enters into a written Agreement with the TOWN, substantially in the same form and content as this Agreement, the successor OWNER will then become primarily liable and responsible to the TOWN for this obligation, and at that time the undersigned OWNER shall be released from further liability or further payment obligation arising hereunder.
- B. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and continue to conform to the original intent of both parties hereto, to the extent reasonably possible.
- C. No claims shall be made against the TOWN by the OWNER for damages resulting from any hindrances or delays from any cause during the term of, and during the progress of the activities provided for under this Agreement.
- D. This Agreement shall be binding upon the parties hereto, and their respective heirs, administrators, executors, representatives, successors and assigns.
- E. For purposes of this Agreement, all official communications and notices among the parties shall be deemed made if sent postage prepaid to the respective parties at the addresses set forth below:

TO TOWN:

Town Manager
Town of Little Elm, Texas
100 W. Eldorado Parkway
Little Elm, Texas 75068

TO EDC:

Jennette Espinosa
Little Elm EDC
100 W. Eldorado Parkway
Little Elm, Texas 75068

TO OWNER:

TwoBricks Partners, LLC
Attn: Venkatasuneetha Mupparaju, Manager
2472 Twin Oak Drive
Little Elm, Texas 75068

- F. The captions and sections and paragraphs contained in this Agreement are for informational purposes only, and in no way affect the substantive terms or conditions of the Agreement.

- G. OWNER shall maintain, and/or cause each tenant to maintain, a membership in good standing with the Little Elm Chamber of Commerce at the Pontoon level or higher level during the term of this Agreement, and shall provide proof to the EDC of said membership.
- H. In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this Agreement on behalf of OWNER verifies by its signature on this Contract that OWNER does not boycott Israel and will not boycott Israel during the term of this contract.
- I. Pursuant to Texas Government Code Chapter 2252, Subchapter F, OWNER affirms, by entering into this Agreement, that OWNER is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the TOWN, the EDC, and the OWNER in two (2) original counterparts, by and through their respective duly authorized representatives, on this the _____ day of _____, 2024.

TOWN:

TOWN OF LITTLE ELM, TEXAS

By: _____
Matt Mueller, Town Manager

ATTEST:

By: _____
Caitlan Biggs, Town Secretary

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 2024, by Matt Mueller, Town Manager of the Town of Little Elm, Texas, a Texas home-rule municipality, on behalf of said municipality.

Notary Public, State of Texas

EDC:

**LITTLE ELM ECONOMIC
DEVELOPMENT CORPORATION,**

By: _____
Jennette Espinosa, Executive Director

ATTEST:

By: _____
Natasha Roach, Assistant Director

| | |
|-------------------------|----------|
| STATE OF TEXAS | § |
| | § |
| COUNTY OF DENTON | § |

This instrument was acknowledged before me on the ____ day of _____, 2024, by Jennette Espinosa, Executive Director of the Little Elm Economic Development Corporation, a Texas non-profit corporation, on behalf of said corporation.

Notary Public, State of Texas

OWNER:

TWOBRICKS PARTNERS, LLC,
a Texas limited liability company

By: _____
Venkatasuneetha Mupparaju, Managing Member
Date Executed: _____

STATE OF TEXAS

§

§

COUNTY OF DALLAS

§

This instrument was acknowledged before me on the _____ day of _____, 2024, by Venkatasuneetha Mupparaju, Managing Member of the TwoBricks Partners, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF DENTON §

**PARTICIPATION AGREEMENT
THE LAKEFRONT DISTRICT BUILDING LIGHTS SYSTEM**

THIS AGREEMENT is made and entered into by and between the **TOWN OF LITTLE ELM**, a Texas home-rule municipality, acting by and through its Town Manager (hereinafter referred to as the “TOWN”); the **LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation, acting by and through its Executive Director (hereinafter referred to as the “EDC”); and **TWOBRICKS PARTNERS, LLC**, a Texas limited liability company, owner of a building/property located in the Lakefront District at, 305 E. Eldorado Parkway, Little Elm, Texas 75068 (hereinafter referred to individually as the “OWNER”), and whose mailing address is 2472 Twin Oak Drive, Little Elm, Texas 75068.

WHEREAS, the TOWN, and all or substantially all of the owners whose businesses are located in the Lakefront District (the “OWNERS”), have heretofore agreed in principle that it would be beneficial to the TOWN and to the OWNERS if a program between them was developed for the purposes of attracting visitors to the area; creating a pleasant ambience for visitors to the area; to promote tourism; to promote economic development; and in the interests of public safety, which program provides for the installation of uniform, decorative, outside, electric building lights on the fronts of all or substantially all of the OWNERS’ buildings in the Lakefront District; and

WHEREAS, this system is hereinafter referred to as the Lakefront District Building Lights System (the “System”); and

WHEREAS, the TOWN and the respective OWNERS at this time desire to formalize their agreement in principle and their understandings to the form of a written Agreement, setting forth their respective rights, responsibilities, and legal obligations in connection with the System; and

WHEREAS, the TOWN and the respective OWNERS recognize that they each will receive benefits from this Agreement, and further believe that the System will generally benefit the residents and citizens of the TOWN; and

NOW, THEREFORE, the TOWN, EDC, and OWNER do hereby **AGREE**, and by the execution of this Agreement are bound to the mutual obligations and to the performance and accomplishment of the covenants that are hereinafter set forth:

**I.
TERM**

This Agreement shall be for a term of ten (10) years commencing on or as of June 1, 2024, and terminating on May 31, 2034, unless sooner terminated in accordance with the other provisions of this Agreement. The TOWN, EDC and OWNER further agree that, by subsequent mutual written agreement, this Agreement may be renewable for two (2) additional five (5) year successive terms following the expiration of the initial ten (10) years.

II.
CONSENTS BY OWNER

OWNER hereby consents to the following:

- A. To the entry by the TOWN, and/or any Town-approved maintenance contractors, upon OWNER'S premises for the annual maintenance of the light stringers, light bulbs, and other related apparatus upon the exterior of OWNER'S building;
- B. To paying for the power and energy used by the System at OWNER'S sole cost; and
- C. OWNER agrees to provide documentation to the EDC the OWNER has created, staffed, and maintained employment of at least six (6) full-time job equivalents at the OWNER'S building on or before December 31, 2024.

III.
OBLIGATIONS OF TOWN

TOWN is obligated to perform the following:

- A. TOWN shall be responsible for providing and paying for, at its sole cost, annual maintenance for the System; PROVIDED, HOWEVER, that OWNER shall be solely responsible for replacement or repair of damaged light stringer, light bulbs, and other related apparatus upon the exterior of the OWNER'S building;
- B. TOWN shall control the color and schedule of color changes of the System; and
- C. At the time of termination of this Agreement, TOWN shall remove the System at its sole cost and expense in a careful, commercially reasonable manner, without causing damage to OWNER'S building.

IV.
OBLIGATIONS OF OWNER

OWNER is obligated to perform the following:

- A. OWNER agrees to fully cooperate with the TOWN and TOWN'S employees and the Town-approved maintenance contractors in facilitating the annual maintenance of the System during the term of the Agreement.
- B. OWNER agrees to contract with a Town-approved maintenance contractor for replacement and/or repair of any and all damaged light stringer, light bulbs, and other related apparatus upon the exterior of the OWNER'S building. Repairs must be completed within ten (10) business days of notification from the TOWN.
- C. OWNER agrees that at all times pertinent, both during the term of this Agreement, and following the termination or expiration of this Agreement, that the System is owned by the TOWN and is the property of the TOWN; subject, however, to OWNER'S rights to use the same under the terms and provisions of this Agreement.

- D. OWNER agrees to select a standard color to be used year-round, outside of Town-sponsored events, at which time the TOWN will determine and set the color(s) of the System.
- E. OWNER agrees to contact the TOWN'S point-of-contact for all requests to change the standard color of the exterior of the OWNER'S building for a OWNER-sponsored event.
- F. OWNER agrees to coordinate any additions or expansions to the System after the initial installation with the TOWN, prior to beginning any work at their own expense.
- G. OWNER agrees to update insurance to include the addition of the System and will be responsible for their own insurance deductible and out of pocket expense.

V.

TOWN'S REPRESENTATIVE AND POINT-OF-CONTACT

The Managing Director of Recreation shall be the TOWN'S point-of-contact for the OWNER to change the standard color of the exterior of the OWNER'S building for a OWNER-sponsored event.

VI.

OWNER'S REPRESENTATIVE AND POINT-OF-CONTACT

That Venkatasuneetha Mupparaju (hereafter "**Representative**") shall serve as the designated Representative and point-of-contact for OWNER, for the convenience and consistency of the administration of this Agreement. Any notices of violation of the terms of this Agreement shall be furnished in writing both to the Representative, as well as the OWNER at the below-stated address of OWNER.

VII.

AMENDMENTS AND MODIFICATIONS

This Agreement may only be modified or amended by a document in writing, signed by all of the respective parties, by and through their duly authorized representatives, and delivered to each of the parties.

VIII.

TERMINATION

- A. The TOWN may terminate this Agreement for cause because of OWNER'S violation of any of the covenants or agreements contained in this Agreement, if such violation is not wholly cured within thirty (30) days from the date that written notice of violation of this Agreement is provided by TOWN to OWNER at the address shown in the first page of this Agreement. TOWN shall at the expiration of such thirty (30) day notice period, if the violation is not wholly cured and remedied by OWNER, further notify OWNER in writing of the TOWN'S exercise of its option to terminate this AGREEMENT, as to the OWNER, specifying the reason(s) therefor; and the effective date of termination, which date must be no sooner than ten (10) days following the date of issuance of the TOWN'S notice of termination of this Agreement with OWNER.
- B. OWNER may terminate this AGREEMENT by providing ninety (90) days written notice delivered to TOWN, for cause, or without cause; and OWNER understands and agrees that it shall be liable and responsible for all such maintenance and repair payments that are then owing and shall become due before the date of termination of the Agreement.

- C. The TOWN may terminate this Agreement as to OWNER without cause by providing OWNER with ninety (90) days written notice delivered to OWNER.
- D. TOWN, at its sole option, with or without any reason, may elect to unilaterally terminate the entire Lakefront District Building Lights Program, before the expiration of this Agreement upon six (6) months advance written notice delivered to OWNER.

IX.
MISCELLANEOUS PROVISIONS

- A. OWNER may transfer or otherwise assign its rights under this Agreement, or any interest therein, to any successor OWNER to subsequently own, lease, or operate the OWNER'S business or premises, without the prior written approval or consent of TOWN; PROVIDED HOWEVER, OWNER shall remain liable and financially responsible for the replacement and repair under the terms of this Agreement, until the end of the Agreement year in which OWNER transfers or assigns its rights to a successor OWNER. If the event that the successor OWNER enters into a written Agreement with the TOWN, substantially in the same form and content as this Agreement, the successor OWNER will then become primarily liable and responsible to the TOWN for this obligation, and at that time the undersigned OWNER shall be released from further liability or further payment obligation arising hereunder.
- B. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and continue to conform to the original intent of both parties hereto, to the extent reasonably possible.
- C. No claims shall be made against the TOWN by the OWNER for damages resulting from any hindrances or delays from any cause during the term of, and during the progress of the activities provided for under this Agreement.
- D. This Agreement shall be binding upon the parties hereto, and their respective heirs, administrators, executors, representatives, successors and assigns.
- E. For purposes of this Agreement, all official communications and notices among the parties shall be deemed made if sent postage prepaid to the respective parties at the addresses set forth below:

TO TOWN:

Town Manager
Town of Little Elm, Texas
100 W. Eldorado Parkway
Little Elm, Texas 75068

TO EDC:

Jennette Espinosa
Little Elm EDC
100 W. Eldorado Parkway
Little Elm, Texas 75068

TO OWNER:

TwoBricks Partners, LLC
Attn: Venkatasuneetha Mupparaju, Manager
2472 Twin Oak Drive
Little Elm, Texas 75068

- F. The captions and sections and paragraphs contained in this Agreement are for informational purposes only, and in no way affect the substantive terms or conditions of the Agreement.

- G. OWNER shall maintain, and/or cause each tenant to maintain, a membership in good standing with the Little Elm Chamber of Commerce at the Pontoon level or higher level during the term of this Agreement, and shall provide proof to the EDC of said membership.
- H. In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this Agreement on behalf of OWNER verifies by its signature on this Contract that OWNER does not boycott Israel and will not boycott Israel during the term of this contract.
- I. Pursuant to Texas Government Code Chapter 2252, Subchapter F, OWNER affirms, by entering into this Agreement, that OWNER is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the TOWN, the EDC, and the OWNER in two (2) original counterparts, by and through their respective duly authorized representatives, on this the _____ day of _____, 2024.

TOWN:

TOWN OF LITTLE ELM, TEXAS

By: _____
Matt Mueller, Town Manager

ATTEST:

By: _____
Caitlan Biggs, Town Secretary

STATE OF TEXAS

§

§

COUNTY OF DENTON

§

This instrument was acknowledged before me on the ____ day of _____, 2024, by Matt Mueller, Town Manager of the Town of Little Elm, Texas, a Texas home-rule municipality, on behalf of said municipality.

Notary Public, State of Texas

EDC:

**LITTLE ELM ECONOMIC
DEVELOPMENT CORPORATION,**

By: _____
Jennette Espinosa, Executive Director

ATTEST:

By: _____
Natasha Roach, Assistant Director

| | |
|-------------------------|----------|
| STATE OF TEXAS | § |
| | § |
| COUNTY OF DENTON | § |

This instrument was acknowledged before me on the ____ day of _____, 2024, by Jennette Espinosa, Executive Director of the Little Elm Economic Development Corporation, a Texas non-profit corporation, on behalf of said corporation.

Notary Public, State of Texas

OWNER:

TWOBRICKS PARTNERS, LLC,
a Texas limited liability company

By: _____
Venkatasuneetha Mupparaju, Managing Member
Date Executed: _____

STATE OF TEXAS

§

§

COUNTY OF DALLAS

§

This instrument was acknowledged before me on the _____ day of _____, 2024, by Venkatasuneetha Mupparaju, Managing Member of the TwoBricks Partners, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas



Date: 05/14/2024
Agenda Item #: 6. A.
Department: Administrative Services
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Present, Discuss and Consider Action on **Resolution No. 0514202401 Canvassing the Returns and Declaring the Results of a General Election held on Saturday, May 4, 2024, for the Following Purposes: Elect a Mayor for a Three (3) Year Term; Elect One (1) Town Council Member from Place 3 for a Three (3) Year Term; Making Other Declarations and Finding Other Matters in Connection with the Said Elections as Set Forth Herein; Finding that All Matters Set Forth Herein are True and Correct; and Providing for an Immediate Effective Date.**

DESCRIPTION:

On Saturday, May 4, 2024, the Town of Little Elm held a General Election to elect a Mayor for a three-year term and a Council Member for Place 3 for a three-year term.

Below is a summary of the results. The complete results will be in the resolution provided at the dais.

Mayor:

Curtis J. Cornelious - declared elected unopposed

Place 3:

Debra Liva - 144

Ken Eaken - 181

BUDGET IMPACT:

There is no budget impact associated with this item.

RECOMMENDED ACTION:

Staff recommends approval.

Resolution No. 0514202401

TOWN OF LITTLE ELM, TEXAS

RESOLUTION NO. 0514202401

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS CANVASSING THE RETURNS AND DECLARING THE RESULTS OF A GENERAL ELECTION HELD ON SATURDAY, MAY 4, 2024, FOR THE FOLLOWING PURPOSES: ELECT A MAYOR FOR A THREE (3) YEAR TERM; ELECT ONE (1) TOWN COUNCIL MEMBER FOR PLACE 3 FOR A THREE (3) YEAR TERM; MAKING OTHER DECLARATIONS AND FINDING OTHER MATTERS IN CONNECTION WITH THE SAID ELECTIONS AS SET FORTH HEREIN; FINDING THAT ALL MATTERS SET FORTH HEREIN ARE TRUE AND CORRECT; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, there was heretofore ordered and called for the Town of Little Elm, Texas (the “**Town**”) a General Election to be held on May 4, 2024 for the purpose of electing a Mayor for a three (3) year term and one (1) Council Member for Place 3 for a three (3) year term (such elections are herein referred to together as the “**Election**”); and

WHEREAS, the appropriate authority of the Town caused to be posted and published, in accordance with applicable laws, notices for the Election; and

WHEREAS, the Election was duly and legally held on May 4, 2024, in the Town and in conformity with the Town Charter and the election laws of the State, and the results of the Elections, including early voting results, have been delivered by the presiding election judge in accordance with law and have been delivered to the Town Council as the canvassing authority in accordance with law; and

WHEREAS, The Town Council hereby canvasses the returns of the Election set forth herein and in accordance with law and takes such other actions regarding the results of the said Election as set forth herein.

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

Section 1. Canvass of the Election.

A. The returns of the Election, including the returns of early voting ballots, duly and legally made, showed that there were for the general election of officers held on May 4, 2024 the following votes:

Mayor (Three Year Term)

Declared Elected Unopposed

Curtis J. Cornelious

Council Member, Place 3 (Three Year Term)

| <u>Name of Candidate</u> | <u>Total Number of Early Voting Votes</u> | <u>Total Number of Votes on May 4, 2024</u> | <u>Total Number of Votes</u> |
|--------------------------|---|---|----------------------------------|
| Debra Liva | 89 | 55 | 144 |
| Ken Eaken | 115 | 66 | 181 |

B. As provided by subsection A. of Section 11.07 of the Town Charter and in accordance with Article 11, Section 11 of the Texas Constitution, candidates for said Mayor, who received a majority of all votes cast for the respective office shall be declared elected and for Council Member, Place 3, who received a majority of all votes cast for the respective office shall be declared elected. Further, as provided by Section 11.07 of the Town Charter, should a candidate for office fail to receive a majority of all votes cast for that office, then a runoff election for that office shall be conducted.

Mayor

In accordance therewith: **Curtis J. Cornelious** having been declared elected unopposed, is hereby declared elected to the office of Mayor (three-year term).

Council Member, Place 3

In accordance therewith: **Ken Eaken** having received the most votes for the office of Council Member, Place 3, is hereby declared elected to the office of Council Member, Place 3 (three-year term).

Section 2. Matters True and Correct. All of the matter set forth herein, including the matters set forth in the recitals to this Resolution, are all true and correct and made a part of this Resolution.

Section 3. Effective Date. This Resolution shall take effect immediately and be in full force and effect upon adoption.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas this 14th day of May, 2024.

Curtis J. Cornelious, Mayor

ATTEST:

Caitlan Biggs, Town Secretary

APPROVED AS TO FORM:

Robert F. Brown, Town Attorney



Date: 05/14/2024
Agenda Item #: 6. B.
Department: Administrative Services
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Present the **Certificate of Election and Administer the Statement of Officer and Oath of Office for Curtis J. Cornelious, Mayor.**

DESCRIPTION:

Curtis J. Cornelious was declared elected unopposed to the position of Mayor. The Town Secretary will present the Certificate of Election and administer the Statement of Officer and Oath of Office.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.



Date: 05/14/2024
Agenda Item #: 6. C.
Department: Administrative Services
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Present the **Certificate of Election and Administer the Statement of Officer and Oath of Office for Ken Eaken, Council Member Place 3.**

DESCRIPTION:

As a result of the May 4, 2024, General Election, Ken Eaken was elected to the position of Council Member Place 3. The Mayor will present the Certificate of Election and the Town Secretary will administer the Statement of Officer and Oath of Office.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.
