



**REGULAR MEETING
OF THE TOWN COUNCIL**

Tuesday, July 2, 2024

6:00 PM

Little Elm Town Hall

100 W Eldorado Parkway, Little Elm, TX 75068

1. **Roll Call/Call to Order Regular Town Council at 6:00 p.m.**
 - 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 - C. Items to be Withdrawn from Consent Agenda.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.

2. **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.

3. **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 June 18, 2024, Regular Town Council Meeting.**
- B. Consider Action to Approve the **Cyber Liability and Data Breach Response Interlocal Agreement with Texas Municipal League Intergovernmental Risk Pool.**
- C. Consider Action to Accept the **Resignation of Ken Eaken as President of the Little Elm Economic Development Corporation Board of Directors.**
- D. Consider Action to Approve **Resolution No. 0702202401 the Town's Consent for 2024 Road Bonds.**
- E. Consider Action to Approve **the Little Elm Governance Policy.**
- F. Consider Action to Approve a **Development Agreement Associated with the Lakefront Residential Overlay District, between the Town of Little Elm and Sam Sesay, Property Owners of 221 West Park Drive.**

4. **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.

5. **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.

6. **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.
BRILLE IS NOT PROVIDED.

Respectfully,

Town Secretary

This is to certify that the above notice was posted on the Town's website this 27th day of June 2024 before 5:00 p.m.



Date: 07/02/2024
Agenda Item #: 3. 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 June 18, 2024, Regular Town Council Meeting.**

DESCRIPTION:

The minutes from the June 18, 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 - June 18, 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 JUNE 18, 2024 - 6:00 p.m.

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

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

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

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

A. Present and Discuss an **Update on the Parks, Recreation, & Open Space Master Plan.**

Dunaway and Associates gave an update on the plan and discussed the final priority ratings in the attached presentation.

B. Present the **Little Elm Apparel Line.**

Sarah Nolting, Business Development & Marketing Supervisor, gave an overview of the apparel line in the attached presentation.

C. Present, Discuss, and Consider Action on **Updates to the Little Elm Governance Policy.**

Town Council discussed the proposed wording for the Governance Policy.

The proposed language will be on the next agenda for adoption.

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

- A. Invocation.

Kieffer from Providence Village Church 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.

Assistant Director of Parks & Recreation Jason Peebles introduced CJ Higginbotham, Recreation Manager.

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

None.

3. **Presentations.**

- A. Recognition of the **Friends of the Little Elm Library Scholarship Recipient.**

The Friends of the Library presented the scholarship.

- B. Present a **Town Manager's Challenge Coin** to John Doshier.

The Town Manager presented the challenge coin.

- C. Present a **Mayor's Challenge Coin to Huffines.**

The Mayor presented the challenge coin.

- D. Present **The Journey of a Thousand Miles Trophy between Prosper and Little Elm.**

The Mayor of Prosper, TX presented the award to the Town of Little Elm.

- E. Recognize the **Tourism & Business Development Team for Awards Received from the Texas Association of Municipal Information Officers.**

Town staff presented the awards.

- F. Recognize **The Lawn at the Lakefront for Receiving a Merit Award from the Texas Chapter of the American Society of Landscape Architects.**

Dunaway and Associates presented the award.

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 Ken Eaken **to approve the Consent Agenda.**

Vote: 7 - 0 - Unanimously

- A. Consider Action to Approve the **Minutes from the June 4, 2024, Regular Town Council Meeting.**
- B. Consider Action to Approve **Change Order #3 with Red River Construction for Rental of a Temporary Belt Press Trailer for use During the Wastewater Treatment Plant Dewatering & Clarifier Improvements Project in an amount not to exceed \$84,650.06.**
- C. Consider Action to Approve **Appointments to the Veterans Committee.**

- D. Consider Action to Approve a **Design Contract Amendment with Dunaway Associates for the Cottonwood Park Phase 1 Project.**
 - E. Consider Action to Approve the **Sixth Amendment of the Concession Agreement for Wakeboard Park between America's Cable Park and the Little Elm Economic Development Corporation.**
 - F. Present, Discuss, and Consider Action to Approve the **Tax Reimbursement Zone Number Three (TIRZ 3), Lakefront Business Reimbursement Agreement between Little Elm Lakefront Businesses located in the boundaries of TIRZ 3 and the Town of Little Elm.**
 - G. Consider Action to Approve **Expenditure Authority for a Professional Services Agreement with Bradley Tucker Investments for Inspection and Plan Review services for the Town, in the estimated annual amount of \$125,000.**
6. **Regular Items.**

- A. Hold a Public Hearing to Present, Discuss, and Consider Action on **Ordinance No. 1759 Accepting and Approving an updated Service and Assessment Plan and Assessment Roll for the Future Improvement Area of the Spiritas Ranch Public Improvement District and Levying Assessments.**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

Take Action on Ordinance No. 1759

EDC Executive Director Jennette Espinosa gave an overview of the item.

Open Public Hearing: 7:19 p.m.

Receive Public Comments: None

Close Public Hearing: 7:20 p.m.

Motion by Mayor Pro Tem Jamell T. Johnson, seconded by Council Member Andrew Evans **to approve Ordinance No. 1759.**

Vote: 7 - 0 - Unanimously

- B. Present, Discuss, and Consider Action on **Ordinance No. 1760 Approving and Authorizing the Issuance and Sale of the Town of Little Elm, Texas, Special Assessment Revenue Bonds, Series 2024 (Spiritas Ranch Public Improvement District Future Improvement Area Projects); and Approving and Authorizing Related Agreements.**

Motion by Council Member Michel Hambrick, seconded by Council Member Tony Singh **to approve Ordinance No. 1760.**

Vote: 7 - 0 - Unanimously

- C. Consider Action to Approve **Resolution No 0618202401 Approving and Authorizing the Mayor to Execute an “Interlocal Cooperative Agreement” between the Town of Little Elm, Texas and Mustang Special Utility District**

Motion by Mayor Pro Tem Jamell T. Johnson, seconded by Council Member Lisa G. Norman **to approve Resolution No. 0618202401.**

Vote: 7 - 0 - Unanimously

- D. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1762 Regarding a Request to Rezone Approximately 4.9 Acres of Land, Currently Zoned Planned Development - Lakefront District (PD-LF), through Ordinance No. 1752, Generally Located on the North Side of Main Street at East Park Drive, within Little Elm's Town Limits, Amending the Existing PD-LF District to Establish Modified Development Standards for a Portion of the Concept Plan Area and Approve Development Plans for a 25-Townhome Development.**

- Open Public Hearing:
- Receive Public Comments:
- Close Public Hearing:
- Take Action on Ordinance No. 1762:

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

Open Public Hearing: 7:42 p.m.

Receive Public Comments: None

Close Public Hearing: 7:43 p.m.

Motion by Council Member Tony Singh, seconded by Mayor Pro Tem Jamell T. Johnson **to approve Ordinance No. 1762.**

Vote: 7 - 0 - Unanimously

- E. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Solana Annex Flats, LLC.**

Motion by Council Member Andrew Evans, seconded by Council Member Michel Hambrick **to approve the development agreement.**

Vote: 7 - 0 - Unanimously

- F. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1763 Regarding a Proposed Amendment to the Town of Little Elm Comprehensive Plan, in Order to Update the Future Land Use Map, Future Land Use Categories, and the Town's Projected Population and Capacity.**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

Take Action on Ordinance No. 1763:

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

Open Public Hearing: 7:44 p.m.

Receive Public Comments: None

Close Public Hearing: 7:45 p.m.

Motion by Council Member Tony Singh, seconded by Council Member Andrew Evans **to approve Ordinance No. 1763.**

Vote: 7 - 0 - Unanimously

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

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

Town Council convened into Executive Session at 7:45 p.m.

8. Reconvene into Open Session

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

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

Town Council reconvened into Open Session at 8:19 p.m. No action was taken.

9. Adjourn.

Meeting was adjourned at 8:19 p.m.

Respectfully,

Caitlan Biggs
Town Secretary

Passed and Approved this 2nd day of July 2024.



Date: 07/02/2024
Agenda Item #: 3. B.
Department: Administrative Services
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Shea Rodgers, Chief Information Officer

AGENDA ITEM:

Consider Action to Approve the **Cyber Liability and Data Breach Response Interlocal Agreement with Texas Municipal League Intergovernmental Risk Pool.**

DESCRIPTION:

Since 2016, when the TML Risk Pool first began offering Cyber Liability and Data Breach Response Coverage (“Cyber Coverage”), cyber claims have exponentially increased in both frequency and severity.

Future cybercriminal activity is impossible to predict, which means neither the Pool nor any other insurer can rely on past patterns and trends to predict future losses. That’s why the Board of Trustees recently created a new Cyber Fund and approved changes to the Pool’s Coverage structure, effective on October 1, 2024.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Cyber Liability and Data Breach Response Interlocal Agreement

Texas Municipal League Intergovernmental Risk Pool

1821 Rutherford Lane, First Floor • Austin, Texas 78754

CYBER LIABILITY AND DATA BREACH RESPONSE INTERLOCAL AGREEMENT

This Contract and Interlocal Agreement is entered into by and between political subdivisions of this state (hereinafter referred to as "Pool Members") to form a joint self-insurance pool to be named the Texas Municipal League Joint Cyber Liability and Data Breach Response Self-Insurance Fund (hereinafter referred to as the "Fund") for the purpose of providing coverages against risks which are inherent in operating a political subdivision.

WITNESSETH:

The undersigned Pool Member, in accordance with Chapter 2259, Texas Government Code, the Interlocal Cooperation Act, Tex. Gov't Code § 791.001, et seq., and the interpretation thereof by the Attorney General of the State of Texas (Opinion #MW-347, May 29, 1981), and in consideration of other political subdivisions executing like agreements, does hereby agree to become one of the Pool Members of this self-insured pool. The conditions of membership agreed upon by and between the parties are as follows:

1. Definitions of terms used in this Interlocal Agreement.
 - a. Board. Refers to the Board of Trustees of the Fund.
 - b. Fund Year. 12:01 a.m. October 1 through 12:01 a.m. the following October 1.
 - c. Manual Rates. The basic rates applicable to each cyber liability and data breach response classification promulgated by the Insurance Service Office or the Board.
 - d. Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan. The Cyber Liability and Data Breach Response Coverage Document that sets forth in exact detail the coverages provided as part of the overall plan.
 - e. Adjustments. Refers to any offsets to manual premium that may result from the Pool Member's election of deductibles, loss experience, or Fund Modifier which reflects the savings to the Pool Member by entering into this Interlocal Agreement.
 - f. Premium and Contribution. Used interchangeably in some parts of this Interlocal Agreement. Any reference at any time in this Interlocal Agreement to an insurance term not ordinarily a part of self-insurance shall be deemed for convenience only and is not construed as being contrary to the self-insurance concept except where the context clearly indicates no other possible interpretation such as but not limited to the reference to "reinsurance."
 - g. Reimbursable Deductible. The amount that was chosen by this Pool Member to be applicable to the first monies paid by the Fund to effect judgment or settlement of any claim or suit. The Pool Member, upon notification of the action taken, shall promptly reimburse the Fund for all or such part of the deductible amount as has been paid by the Fund. Further, however, the Fund's obligation to pay damages shall be subject to the limits of liability stated in the Declarations of Coverage or Endorsements to this Interlocal Agreement less the stated deductible amount.
 - h. Fund Modifier. A percentage figure that is applied to the manual rates by the Fund to reflect the savings to the Pool Member by entering into this Interlocal Agreement.
 - i. Agreement Period. The continuous period since the Pool Member first became a member of this Fund excluding, however, any period or periods of time therein that the member did not participate as a member of the Pool.
 - j. Declarations of Coverage. The specific indication of the coverages, limits, deductibles, contributions, and special provisions elected by each individual Pool Member. The Declarations of Coverages may be modified by Endorsement.
2. The Board, acting through its agents and Fund staff, is responsible for the administration of all Fund business on behalf of the Pool Members.
3. In consideration of the execution of this Interlocal Agreement by and between the Pool Member and the Fund and of the contributions of the Pool Member, the coverage elected by the Pool Member is afforded according to the terms of the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan. The affirmative declaration of contributions and limits of liability in the Declarations of Coverage and Endorsements determine the applicability of the Self-Insurance Plan.

Each Pool Member agrees to adopt and accept the coverages, provisions, terms, conditions, exclusions, and limitations as further provided for in the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan or as specifically modified by the Pool Member's Declarations of Coverage. This Interlocal Agreement shall be construed to incorporate the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan, Declarations of Coverage, and Endorsements and addenda whether or not physically attached hereto.

4. It is understood that by participating in this risk sharing mechanism to cover cyber liability and data breach response exposures, the Pool Member does not intend to waive any of the immunities that its officers or its employees now possess. The Pool Member recognizes the Texas Tort Claims Act and its limitations to certain governmental functions as well as its monetary limitations and that by executing this Interlocal Agreement does not agree to expand those limitations.
5. The term of this Interlocal Agreement and the self-insurance provided to the Pool Member shall be continuous commencing 12:01 a.m. on the date designated in this Interlocal Agreement until terminated as provided below. Although the self-insurance provided for in this Interlocal Agreement shall be continuous until terminated, the limit of liability of the Fund under the coverages that the Pool Member elects shall be limited during any Fund Year to the amount stated in the Declarations of Coverage for that Fund Year.

This Interlocal Agreement may be terminated by either party giving to the other sixty (60) days' prior written notice of intent to terminate except the Pool Member may terminate this Interlocal Agreement and its coverages thereunder without giving the sixty (60) days' notice if the reason is because of a change by the Fund in the Pool Member's contribution, coverage, or other change in the limits of liability, terms, conditions, exclusions, and limitations provided for in the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan provided that no termination by the Member shall be effective prior to the date that written notice of termination is actually received in the offices of the Fund and provided that the Pool Member agrees to and shall pay the applicable premium and contribution for those coverages it is terminating until the date the notice of termination is actually received by the Fund.

The Fund shall provide the Pool Member with Declarations of Coverage and any Endorsements that determine the applicability of the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan annually by December 1. Such Declarations of Coverage shall include, but not be limited to, the coverage period which shall be the applicable Fund Year, limits, deductibles, contributions, special provisions, and limitations. Changes made during the Fund Year, whether requested by the Pool Member or required by the Fund, will be handled by Endorsement.

It is the intention of the parties that the Pool Member's coverages under this Interlocal Agreement shall remain in full force and effect from Fund Year to Fund Year, subject to the limits of liability that the Fund can provide each Fund Year and the terms, conditions, and limitations that the Fund may require to protect its solvency and to comply with reinsurance requirements, until notice of termination is given as herein provided. Realizing that the Pool Member needs the earliest possible information concerning the Fund coverages, limits, and exclusions, and the Pool Member's contribution that will be required for any new Fund Year, the Fund will endeavor to provide this information as soon as possible before the beginning of each Fund Year. The parties recognize, however, that conditions in the reinsurance industry are such that the Fund may not be able to provide this information to the Pool Member before the beginning of a Fund Year for various reasons including the failure of the Pool Member to timely submit the appropriate exposure summary or delays on the part of reinsurers in getting information to the Fund, and so, to protect the Pool Member from gaps in its coverage and to protect the solvency of the Fund, the parties agree as follows:

If, for any reason other than the Pool Member's failure to provide the information requested in the exposure summary, the Fund has not been able to provide the Pool Member with information concerning available coverages for a new Fund Year or advise the Pool Member of the amount of its contribution for the new Fund Year by the beginning of the Fund Year, the Fund shall nevertheless continue the Pool Member's coverages at the same limits of liability (if still available and if not, then at the highest limit of liability available for the new Fund Year) so that the Pool Member shall at all times remain covered as herein provided and the Pool Member's initial contributions for the new Fund Year shall be determined by a "tentative contribution" as determined by the Board with the Pool Member's actual annual contribution to be credited by the amount paid in accordance with the tentative contribution and adjusted during the Fund Year. In the event the Pool Member does not wish to have its coverages extended or renewed at the end of any Fund Year, the burden shall be upon the Pool Member to give written notice to the Fund as provided hereinabove and the Pool Member agrees to pay as hereinabove stated all contributions or pro rata contributions until the date such written notice is received in the offices of the Fund or the date of termination of this Interlocal Agreement, whichever is later.

6. Commensurate with the execution of this Interlocal Agreement and annually thereafter, the Pool Member shall complete the appropriate exposure summary and deliver it or cause it to be delivered to the Fund, or, if so instructed, to a designated contractor, no later than September 1 of each year and new annual contributions shall be calculated using manual rates times exposure, less any adjustments. Intentional or reckless misstatements on the exposure summary shall be grounds for cancellation. In the event that the Pool Member fails or refuses to submit the appropriate exposure summary, the Fund reserves the right to terminate such Pool Member by giving thirty (30) days' written notice and to collect any and all contributions that are earned pro rata for the period preceding contract termination.

The Pool Member agrees to pay the annual contribution to the Fund in four (4) equal quarterly installments, in advance, commencing at the beginning of this Interlocal Agreement with subsequent installments due the first quarter thereafter. In the event this Interlocal Agreement is terminated as herein provided, the Fund shall promptly repay to the Pool Member any such unearned annual contribution prorated as of the date of termination and the Pool Member agrees during the term of this Interlocal Agreement to promptly pay all reimbursable deductibles upon receipt of statement.

At the end of each and every Fund Year, the Fund may require the Pool Member to submit the actual data requested on the exposure summary as reflected by the books and records of the Pool Member. The Fund reserves the right to audit the records of any Pool Member and adjust contributions accordingly.

In the event that the Pool Member fails or refuses to make the payments, including accrued interest, as herein provided, the Fund reserves the right to terminate such Pool Member by giving them ten (10) days' written notice and to collect any and all amounts that are earned pro rata for the period preceding contract termination. If the amounts owed, including reimbursable deductibles, must be collected by suit, the Pool Member agrees to pay attorneys' fees and costs incurred in such suit.

7. The Fund shall maintain adequate protection from catastrophic losses to protect its financial integrity. Aggregate protection shall also be maintained. The Member's contributions shall be limited to that amount as calculated under this Interlocal Agreement. Notwithstanding anything to the contrary, the total combined aggregate limit of liability of the Fund for all Pool Members in any Fund Year, regardless of the number of occurrences or claims, shall be limited to the amount of money contained in the Fund. As to the Pool annual aggregate limits or the amount of money in the Fund, the Board of Trustees, in its sole discretion, may determine an allocation methodology among affected Pool Members should the Pool annual aggregate limit be reached, or should the money in the Fund be exhausted.
8. Notwithstanding the provisions of the foregoing paragraph, it is agreed the Board shall have the right to adjust the financial protection outlined above and/or amend coverages as it finds available or deems necessary to maintain the fiscal soundness of the Fund at the beginning of or during any Fund Year.
9. The Fund will make available loss control services to the Pool Members to assist them in following a plan of loss control that may result in reduced losses. The Pool Member agrees that it will cooperate in instituting any and all reasonable loss control recommendations. In the event that the recommendations submitted seem unreasonable, the Pool Member has a right to appeal to the Board. The Board shall hear the objections of the Pool Member at its next regularly scheduled meeting and its decisions will be final and binding on all parties. Any Pool Member who does not agree to follow the decision of the Board shall be withdrawn from the Fund immediately.
10. The Pool Member agrees that it will appoint a contact of department head rank, and the Fund shall not be required to contact any other individual except this one person. Any notice to or any agreements with the contact shall be binding upon the Pool Member. The Pool Member reserves the right to change the contact from time to time by giving written notice to the Fund.
11. The Fund agrees to handle all cyber liability and data breach response claims, and provide a defense for any and all cyber liability and data breach response claims covered under this Interlocal Agreement after prompt notice has been given. The Pool Member hereby appoints the Fund staff and Contractors as its agents to act in all matters pertaining to processing and handling of claims covered under this Interlocal Agreement and shall cooperate fully in supplying any information needed or helpful in settlement or defense of such claims. As respects cyber liability and data breach response claims, the Fund staff and Contractors shall carry on all negotiations with the claimant and his/her attorney, when applicable, and negotiate within authority previously granted by the Fund. If a personal appearance by the Pool Member or an employee is necessary, the expense of this appearance will not be the responsibility of the Fund. With the advice and consent of the Fund, the Fund staff and the Contractors will retain and supervise legal counsel for the prosecution and defense of any litigation. All decisions on individual cases shall be made by the Fund through the Fund staff and the Contractors, which include, but are not limited to, the decision to appeal or not to appeal, settlement negotiations, the decision of whether to settle, and other litigation tactics. However, any Pool Member shall have the right in any case to consult with the Fund on any decision made by the Fund staff or Contractors. The Board shall hear the objections of the Pool Member at its next regularly scheduled meeting and its decision will be final and binding on all parties. Any suit brought or defended by the Fund shall be brought or defended only in the name of the Pool Member and/or its officers or employees. There shall be supplied periodically to each Pool Member a computer printout involving a statement of claims. As respects the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan, the Fund shall have priority in enforcing its subrogation claims against the claims of Pool Member.
12. The Pool Member acknowledges that it has received a copy of the Bylaws of the Fund and agrees to abide by the Bylaws and any amendments thereto.
13. The Fund agrees that all Fund transactions will be annually audited by a nationally recognized certified public accounting firm.
14. If legally required, the Fund shall cause to be filed the necessary tax forms with the Internal Revenue Service.

15. As the administrators of the Fund, the Board shall primarily and consistently keep foremost in their deliberations and decisions in operating the Fund that each of the participating Pool Members is a "self-insured." At least annually, the Board shall carefully review, study, and consider the actual claims or loss experience (including reserves for future claims payments) of each of the Pool Members, the pro rata savings to the Fund resulting from overall loss experience attributed to each Pool Member, and the pro rata portion of the cost of all catastrophic loss protection and aggregate stop loss protection allocated to each Pool Member as well as the pro rata allocation, as determined by the Board of the other and necessary administrative expenses of the Pool, in order to reasonably determine the actual pro rata cost, expense, and loss experience of each Pool Member in order to maintain as nearly as possible an equitable and reasonable self-insurance administration of the Fund as applied to each Pool Member.

The Fund shall maintain case reserves and supplemental reserves computed in accordance with standard actuarial principles, taking into account historical and other data, designed to measure claims development and claims incurred but not yet reported, so that funds will be available to meet these claims as they become due, subject to paragraph 7 above. The Board has complete authority to determine all matters pertaining to the existence and dissolution of the Fund.

16. Venue of any suit or action arising out of or related to this Interlocal Agreement shall be exclusively in the state and federal courts of Travis County, Texas. The parties agree they shall assume their own expenses for attorney's fees in any suit or action arising out of or related to this Interlocal Agreement.
17. The parties agree this Interlocal Agreement may be executed by original written ink signature on paper documents, an exchange of copies showing the original written ink signature on paper documents, or electronic or digital signature technology in such a manner that the signature is unique and verifiable to the person signing. The use of any one or combination of these methods of execution shall constitute a legally binding and valid signing of this Interlocal Agreement, which may be executed in one or more counterparts, each of which, when duly executed, shall be deemed an original.

EMPLOYER MEMBERS' FUND CONTACT (See Section 10):

Member Name _____

Name of Contact _____ Title _____

Mailing Address _____ Email Address _____

Street Address (if different from above) _____

City _____ Zip _____ Phone _____

SIGNATURE OF AUTHORIZED MEMBER OFFICIAL

Title _____ Date _____

Member's Federal Tax I.D. Number _____ - _____
This Information is MANDATORY

TO BE COMPLETED BY FUND: (OFFICE USE ONLY)

Effective Date of This Agreement _____

Member Name _____

Contract Number _____

SIGNATURE OF AUTHORIZED FUND OFFICIAL

Title _____ Date _____



Date: 07/02/2024
Agenda Item #: 3. C.
Department: Administrative Services
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Town Council

AGENDA ITEM:

Consider Action to Accept the **Resignation of Ken Eaken as President of the Little Elm Economic Development Corporation Board of Directors.**

DESCRIPTION:

On June 26, 2024, Council Member Ken Eaken notified Mayor Curtis J. Cornelious of his resignation as President of the Little Elm Economic Development Corporation Board of Directors effective July 31, 2024. Vice President Michel Hambrick will take his place as President on August 1, 2024, and complete his term as President through September 30, 2024.

The application process for open positions for Boards and Commissions will open in August.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.



Date: 07/02/2024
Agenda Item #: 3. D.
Department: Administrative Services
Strategic Goal: Ensure excellence in public services while keeping up with the growth in the community
Staff Contact: Doug Peach, Deputy Town Manager

AGENDA ITEM:

Consider Action to Approve **Resolution No. 0702202401 the Town's Consent for 2024 Road Bonds.**

DESCRIPTION:

This resolution gives consent to the issuance of unlimited tax road bonds by Highway 380 Municipal Management District No. 1, a conservation and reclamation district located within the Town of Little Elm. The resolution is attached for approval.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Resolution No. 0702202401

RESOLUTION NO. 0702202401

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS GIVING CONSENT TO THE ISSUANCE OF UNLIMITED TAX ROAD BONDS BY HIGHWAY 380 MUNICIPAL MANAGEMENT DISTRICT NO. 1, A CONSERVATION AND RECLAMATION DISTRICT LOCATED WITHIN THE CORPORATE BOUNDARIES OF THE TOWN.

WHEREAS, the Town of Little Elm, Texas (the "Town") is a Texas municipal corporation as defined by the Texas Local Government Code; and

WHEREAS, Highway 380 Municipal Management District No. 1 (the "District") is a conservation and reclamation district operating pursuant to Chapter 49 of the Texas Water Code and Chapter 375 of the Texas Local Government Code, and is located within the corporate boundaries of the Town; and

WHEREAS, pursuant to Section 375.207 of the Texas Local Government Code, the District is required to obtain the Town's approval of the issuance of bonds prior to the issuance thereof; and

WHEREAS, the District desires to proceed with the issuance of Highway 380 Municipal Management District No. 1, Unlimited Tax Road Bonds, Series 2024, in an amount not to exceed \$15,000,000 (the "Bonds"); and

WHEREAS, the District desires that the Town consent to the issuance of the Bonds.

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

SECTION 1. That the findings contained in the preamble of this Resolution are determined to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. That the Town Council of the Town hereby specifically gives its written consent to the issuance of the Bonds.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on
this 2nd day of July, 2024.

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

ATTEST:

Caitlan Biggs, Town Secretary
Town of Little Elm, Texas

(SEAL)



Date: 07/02/2024
Agenda Item #: 3. E.
Department: Administrative Services
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Town Council

AGENDA ITEM:

Consider Action to Approve **the Little Elm Governance Policy.**

DESCRIPTION:

At the June 18, 2024, Town Council meeting, Town Council reviewed the proposed wording. A copy of the Governance Policy with all proposed changes from the currently adopted version is attached.

At the May 21, 2024, Town Council meeting, Town Council discussed several updates to the Governance Policy. During this discussion, Town Council motioned to table this discussion to a future workshop.

At the May 14, 2024, Town Council meeting, Town Council discussed several updates to the Governance Policy.

The first was a request by Mayor Cornelious for the creation of a Deputy Mayor Pro Tem position. The following language was proposed:

“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.”

After discussion, staff received guidance from the Council to further define the sequence of Council members standing in for the Mayor in the case of his or her absence. The following proposed language was added:

“If the Mayor, Mayor Pro Tem, and Deputy Mayor Pro Tem are all unavailable, the most senior Council Member will perform the duties of the Mayor. If there is a tie in seniority, a coin will be

flipped with the most senior Council Member in the lowest numbered district/place calling heads or tails."

The second potential update was to add guidelines to the spending of public money for Council Member travel, training, and memberships as it relates to the performance of their official duties. The proposed changes included the following new language:

"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.

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.

If a Council Member spends all of their funds but expresses an interest in additional travel, training, individual memberships, and/or events related to their position on the Town Council."

After discussion, staff received guidance to clearly define that these funds would be available each year and add stronger language prohibiting the use of these funds for partisan political purposes. Language has been added to the proposed changes to reflect this guidance.

The third potential update came from a request by Council Member Norman to look at the timing of when positions are appointed. Staff received guidance to change the current language that requires Mayor Pro Tem/Liaison appointments to be made within 30 days of the general election. The proposed language would now require these appointments to be made at the second regular Council meeting following the canvassing of the general election.

Lastly, staff has proposed to replace the word "citizen" with "resident" to reflect our communication standards.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Governance Policy Draft



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

At the second regular Town Council meeting after the canvassing of the General Election results~~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

At the second regular Town Council meeting after the canvassing of the General Election results, 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.

If the Mayor, Mayor Pro Tem, and Deputy Mayor Pro Tem are all unavailable, the most senior Council Member will perform the duties of the Mayor. If there is a tie in seniority, a coin will be flipped with the most senior Council Member in the lowest numbered district/place calling heads or tails.

COUNCIL LIAISON: ROLES, RESPONSIBILITIES, AND SELECTION

At the second regular Town Council meeting after the canvassing of the General Election results~~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 per fiscal year, 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 campaigning. 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 citizenresidents, as well as representatives of citizenresident 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 citizenresident 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 citizenresidents and stakeholders with respect
- Act within the roles defined above and in the Town Charter and remain accountable to

citizenresidents

- Keep open communication with citizenresidents, and listen and understand concerns before responding
- Be accessible to citizenresidents 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 citizenresidents 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 citizenresident 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 citizenresidents 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 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:	<ul style="list-style-type: none">• Town Manager's Office
Best Method of Communication:	<ul style="list-style-type: none">• 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:	<ul style="list-style-type: none">• Town Manager's Office
Best Method of Communication:	<ul style="list-style-type: none">• 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

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
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Training:

- 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:

- 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: | <ul style="list-style-type: none">• Email and/or Phone |
| Basic Guidelines/Considerations: | <ul style="list-style-type: none">• Contact the Mayor and Town Manager's Office concerning the policy initiative for consideration• Provide as much detail as possible |

PROCLAMATION REQUEST

- | | |
|----------|--|
| Contact: | <ul style="list-style-type: none">• Town Manager's Office |
| Process: | <ul style="list-style-type: none">• Submit online form at least one month in advance of the date the proclamation is needed. Mayor has final approval. |

COUNCIL COMMENDATION

- | | |
|----------------------------------|---|
| Contact: | <ul style="list-style-type: none">• Town Manager's Office• Mayor |
| Best Method of Communication: | <ul style="list-style-type: none">• Email |
| Basic Guidelines/Considerations: | <ul style="list-style-type: none">• 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: | <ul style="list-style-type: none">• Communication from Town staff and administration goes to Mayor and all Council Members through the Town Manager's Office |
| Communication to Administration: | <ul style="list-style-type: none">• Communications from Mayor & Council to staff administration goes through the Town Manager and not directly to members of the staff |

STAFF CONTACT

- | | |
|---------------------|---|
| Employee Initiated: | <ul style="list-style-type: none">• Send communication to Town Manager• Refer to section regarding communications with staff |
| Council Initiated: | <ul style="list-style-type: none">• 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



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 ~~citizen~~**resident**s 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: 07/02/2024
Agenda Item #: 3. F.
Department: Development Services
Strategic Goal: Promote and expand Little Elm's identity
Staff Contact: Olga Chernomorets, Planning Manager

AGENDA ITEM:

Consider Action to Approve a **Development Agreement Associated with the Lakefront Residential Overlay District, between the Town of Little Elm and Sam Sesay, Property Owners of 221 West Park Drive.**

DESCRIPTION:

Lakefront Residential Overlay District. The future land use section of the 2017 Comprehensive Plan calls for an objective within the recommendations section of the Lakefront District to plan for redevelopment and expansion of the district. In working with Council, staff has identified the residential areas surrounding the Lakefront Zoning District as areas prime for redevelopment. The purpose for the overlay is to establish zoning for residential areas around the existing Lakefront District within the context of redevelopment. The associated standards and visual examples will function to create a residential area that provides flexibility and variety in unique architectural design and high-quality alternative materials.

The goal is to expand on the Town's targeted "lakeside community character" by creating flexibility in residential architectural design, promoting the utilization of a variety of high-quality building materials, encouraging residential redevelopment, and providing unique development standards.

The intent of the Overlay District is to expand upon the Lakefront District's desire to provide a comfortable and attractive environment that will provide a unique, yet compatible residential neighborhood by encouraging redevelopment that is distinct from traditional residential subdivisions.

The proposed design was reviewed based on the architectural design criteria provided within the Overlay District.

(d) Architectural elements.

(1) Architectural variety. No facade may be repeated within any five adjacent lots or across the street from those lots. A request to vary from this standard shall be reviewed and

approved by the LRDC.

(2) Tripartite architecture. The exterior facades of homes shall be broken up into three distinct sections (base, middle, top) utilizing different primary and accent materials, colors, and/or general orientation of materials.

(3) Gifts to the street. Homes shall provide a minimum of two gifts to the street. Proposed features not noted in the definition for "gifts to the street" shall be approved at the discretion of the LRDC.

(4) Fences. Fences adjacent to public parks, open space, drainage areas or floodplains shall be constructed of black tubular (wrought iron) fencing. All other fencing shall adhere to the residential fences section (section 106.06.32) of the zoning ordinance.

(5) Roofs. Roofs shall be constructed with architectural grade shingles, or better. Seamed metal, clay and slate tile roofs (cement based) are permitted. Flat roofs may be utilized so long as they can properly drain which will be determined by the building official.

(6) Windows. Openings and panes shall be vertically proportioned or square and be separated with trim.

(7) Gutters. Gutters shall be copper, galvanized steel, aluminum or painted if exposed.

(8) Chimneys. If chimneys are located on a street-facing wall, they shall extend to the ground.

(9) Concealed items. HVAC units, trash storage, and utility meters shall be concealed.

The Lakefront Residential Design Committee has reviewed the proposed development plans and determined that they meet the vision and intent of the Overlay District.

Town Council approval of the attached Development Agreement and associated exhibits is the final step in allowing this project to begin its residential building permit review.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

The Lakefront Residential Design Committee recommends approval of the attached development plans and associated exhibits as presented.

Attachments

Development Agreement - 221 W Park Drive

STATE OF TEXAS §
 §
COUNTY OF DENTON §

**DEVELOPMENT AGREEMENT
FOR 221 WEST PARK DRIVE**

This Development Agreement for 221 West Park Drive (“**Agreement**”) is entered into between Sam Sesay, the property owner, (“**Developer**”), whose address for purposes of this Agreement is 221 West Park Drive, Little Elm TX 75068, and the Town of Little Elm, Texas (“**Town**”), whose address for purposes of this Agreement is 100 W. Eldorado Pkwy, Little Elm, Texas 75068. Developer and the Town are sometimes referred herein together as the “**Parties**” and individually as a “**Party**.”

Recitals:

1. Developer is the owner of .2369 acres generally located at 221 West Park Drive, on the West side of East Park Drive, approximately 430 feet south of Main Street, identified as Lot 20, Block 3 of the Frisco Park Estates, in the Town of Little Elm, Texas (the “**Property**”), which Property is more particularly described in **Exhibit A** attached hereto.

2. In furtherance of the development of the Property, the Parties have negotiated certain matters regarding the Property as set forth in this Agreement.

3. The Parties seek to memorialize these negotiated matters and to include them in this contractually-binding Agreement.

NOW, THEREFORE, for and in consideration of the above and foregoing premises, the benefits to each of the Parties from this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, the Parties do hereby agree as follows:

Section 1. Incorporation of Premises. The above and foregoing Recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Term. This Agreement shall be effective as of the date of execution of this Agreement by the last of the Parties to do so (“**Effective Date**”). This Agreement shall remain in full force and effect from the Effective Date until terminated by the mutual agreement of all of the Parties in writing, or until all obligations in the Agreement have been fulfilled (“**Term**”).

Section 3. Agreements. The Parties agree as follows:

A. The negotiated and agreed upon development plans attached hereto as **Exhibit B**, which incorporate by reference the general zoning regulations of the Town’s zoning ordinance, are hereby adopted and incorporated into this agreement as contractually-binding obligations of the Developer.

Section 4. Miscellaneous.

A. **Applicability of Town Ordinances.** When the Property is developed, Developer shall construct all structures on the Property, in accordance with all applicable Town

ordinances and building/construction codes, whether now existing or arising prior to such construction in the future.

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

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

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

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

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

Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

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

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

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

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

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

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

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

N. Filing in Deed Records. This Agreement shall be recorded in the real property records of Denton County, Texas. This Agreement and all of its terms, conditions, and provisions is and shall constitute a restriction and condition upon the development of the Property and all portions thereof and a covenant running with the Property and all portions thereof, and is and shall be binding upon Developer and all of Developer's heirs, successors, and assigns and the future owners of the Property and any portion thereof; provided, however, this Agreement shall not constitute an obligation of or be deemed a restriction or encumbrance with respect to any final platted residential lot upon which a completed home has been constructed.

O. Notification of Sale or Transfer; Assignment of Agreement. Developer shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "Assignee") that is or will

become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement with respect to the portion of the Property transferred to Assignee. If the Property is transferred or owned by multiple parties, this Agreement shall only apply to, and be binding on, such parties to the extent of the Property owned by such successor owner, and if the Developer or any Assignee is in default under this Agreement, such default shall not be an event of default for any non-defaulting Assignee which owns any portion of the Property separate from the defaulting Developer or Assignee. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement with respect to the Property transferred to the successor developer, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

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

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

R. Waiver of Texas Government Code § 3000.001 et seq. With respect to the improvements constructed on the Property pursuant to this Agreement, Developer hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005.

S. Rough Proportionality. Developer hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution with respect to infrastructure requirements imposed by this Agreement. Developer and the Town further agree to waive and release all claims one may have

against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement, with respect to infrastructure requirements imposed by this Agreement.

T. Form 1295 Certificate. The Developer agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, the Developer agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the Town, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate.

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

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

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

X. Report Agreement to Comptroller's Office. Town covenants and agrees to report this Agreement to the State Comptroller's office within fourteen (14) days of the Effective Date of this Agreement, in accordance with Section 380.004 of the Texas Government Code, as added by Texas House Bill 2404, 87th Tex. Reg. Session (2021) (effective September 1, 2021). [For Chapter 380 Agreements]

Y. Verification Against Discrimination of Firearm or Ammunition Industries. Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19,

87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

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

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

DEVELOPER

TOWN OF LITTLE ELM, TEXAS

By: _____

Date: _____

By: _____

Matt Mueller
Town Manager

Date: _____

ATTEST:

By: _____

Caitlan Biggs
Town Secretary

87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

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

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

DEVELOPER



By: Samuel Sesay

Date: 6/25/24

TOWN OF LITTLE ELM, TEXAS

By: _____
Matt Mueller
Town Manager

Date: _____

ATTEST:

By: _____
Caitlan Biggs
Town Secretary

STATE OF TEXAS §
 §
COUNTY OF DENTON §

Before me, the undersigned authority, on this ____ day of _____, 2024, personally appeared MATT MUELLER, Town Manager of the Town of Little Elm, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

By: _____
Notary Public, State of Texas

My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

Before me, the undersigned authority, on this ____ day of _____, 2024, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity of a duly authorized representative of _____.

[Seal]

By: _____
Notary Public, State of Texas

My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF DENTON §

Before me, the undersigned authority, on this _____ day of _____, 2024, personally appeared MATT MUELLER, Town Manager of the Town of Little Elm, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

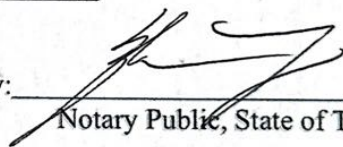
By: _____
Notary Public, State of Texas

My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF Denton §

Before me, the undersigned authority, on this 25th day of June, 2024, personally appeared Samuel Sesay, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity of a duly authorized representative of developer.

[Seal]

By: 
Notary Public, State of Texas

My Commission Expires: 12-08-2026

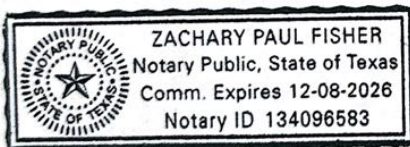
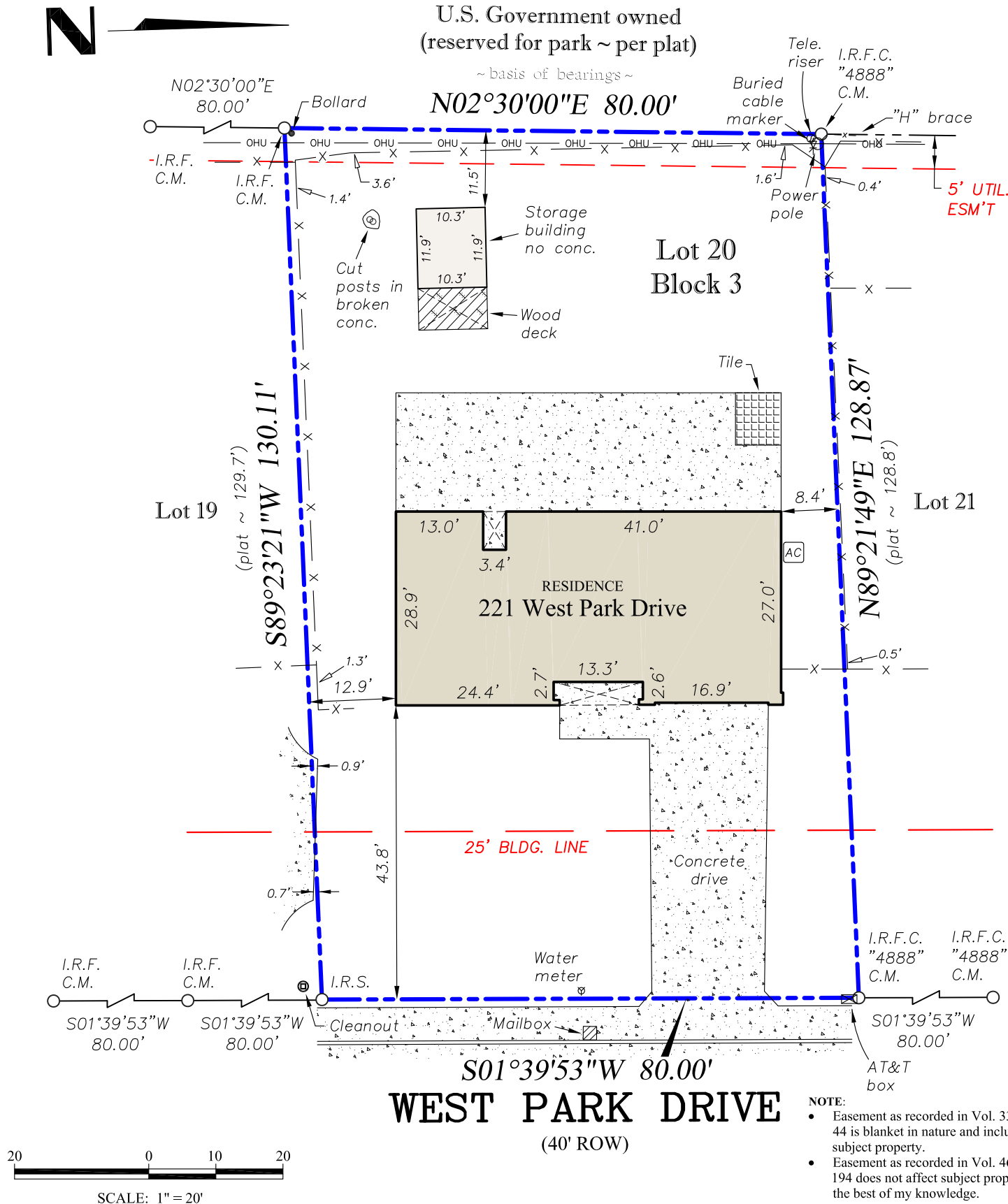


EXHIBIT A

Property Description

221 West Park Drive

PROPERTY DESCRIPTION: Being Lot 20, in Block 3 of Frisco Park Estates, an Addition to the City of Little Elm, Denton County, Texas, according to the Plat thereof recorded in Volume 2, Page 40 of the Plat Records of Denton, County Texas.



FLOOD NOTE: It is my opinion that the property described hereon is not within the 100-year flood zone area according to the Federal Emergency Management Agency Flood Insurance Rate Map Community-Panel No. 481152 0415 G, present Effective Date of map April 18, 2011, herein property situated within Zone "X" (Unshaded).

LEGEND:

~ Boundary Line	C.M. Controlling Monument
— OHE — ~ Overhead Utility Line	I.R.F. 1/2" Iron Rod Found (unless otherwise noted)
— x — ~ Fence Line	I.P.F. 1/2" Iron Pipe Found
Basis of Bearings: Bearings shown hereon are based on the above mentioned record plat unless otherwise noted.	I.R.S. 1/2" Iron Rod Set "Old Town Surveying" (blue cap)



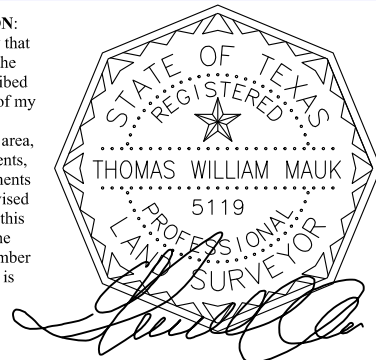
221 West Park Drive
Little Elm, Texas

Chicago Title

1212 S Preston Road
Suite 220
Celina, Texas 75009
Ph.: 214.710.6473

SURVEYORS CERTIFICATION:
The undersigned does hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct and to the best of my knowledge there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights of way that I have been advised of except as shown hereon. Use of this document is solely intended for the transaction reflected by the G.F. Number referenced hereon. Any other use is prohibited and at user's risk.

October 13, 2023



Old Town Surveying, LLC
Professional Land Surveyors

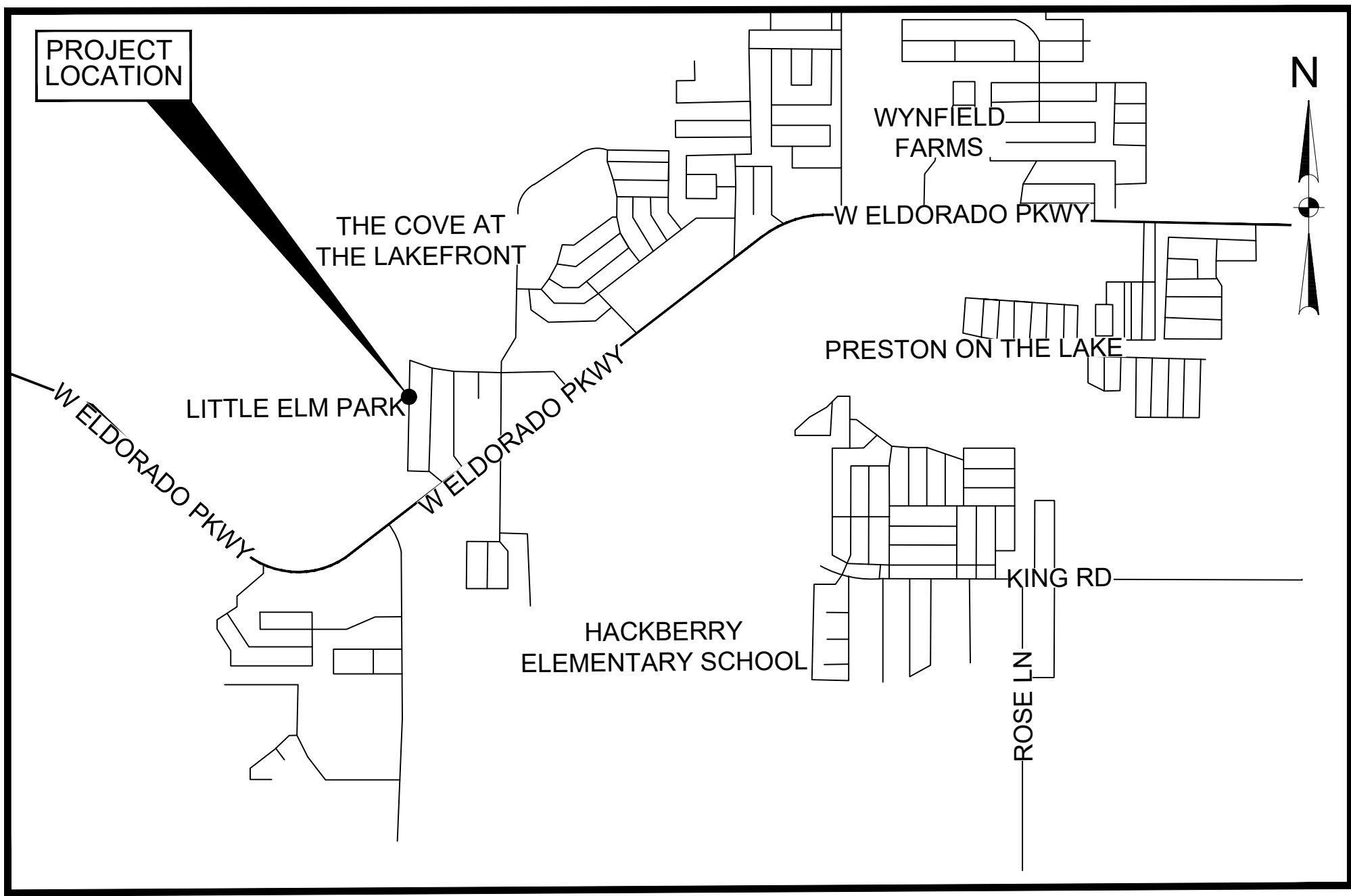


810 Office Park Circle., Ste. 130, Lewisville, Texas, 75057
Ph. 469-293-8079 info@oldtownsurveying.com
TFRN Number: 10194611

Chicago Title Co. G.F. No. CTMH40-8000402300164-AS

Fieldwork Date: 10/12/2023 Party Chief: J.H.

Job No.: 20231056 Tech: T3



VICINITY MAP
SCALE: 1"=2000'-0"

FLOOD INFORMATION:

FLOOD NOTE: ACCORDING TO THE SURVEY, THE PROPERTY DESCRIBED HEREON IS NOT WITHIN THE 100-YEAR FLOOD ZONE AREA ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NO. 481152 0415 G, PRESENT EFFECTIVE DATE OF MAP APRIL 18, 2011, HEREIN PROPERTY SITUATED WITHIN ZONE "X" (UNSHADED).

OWNER INFORMATION:

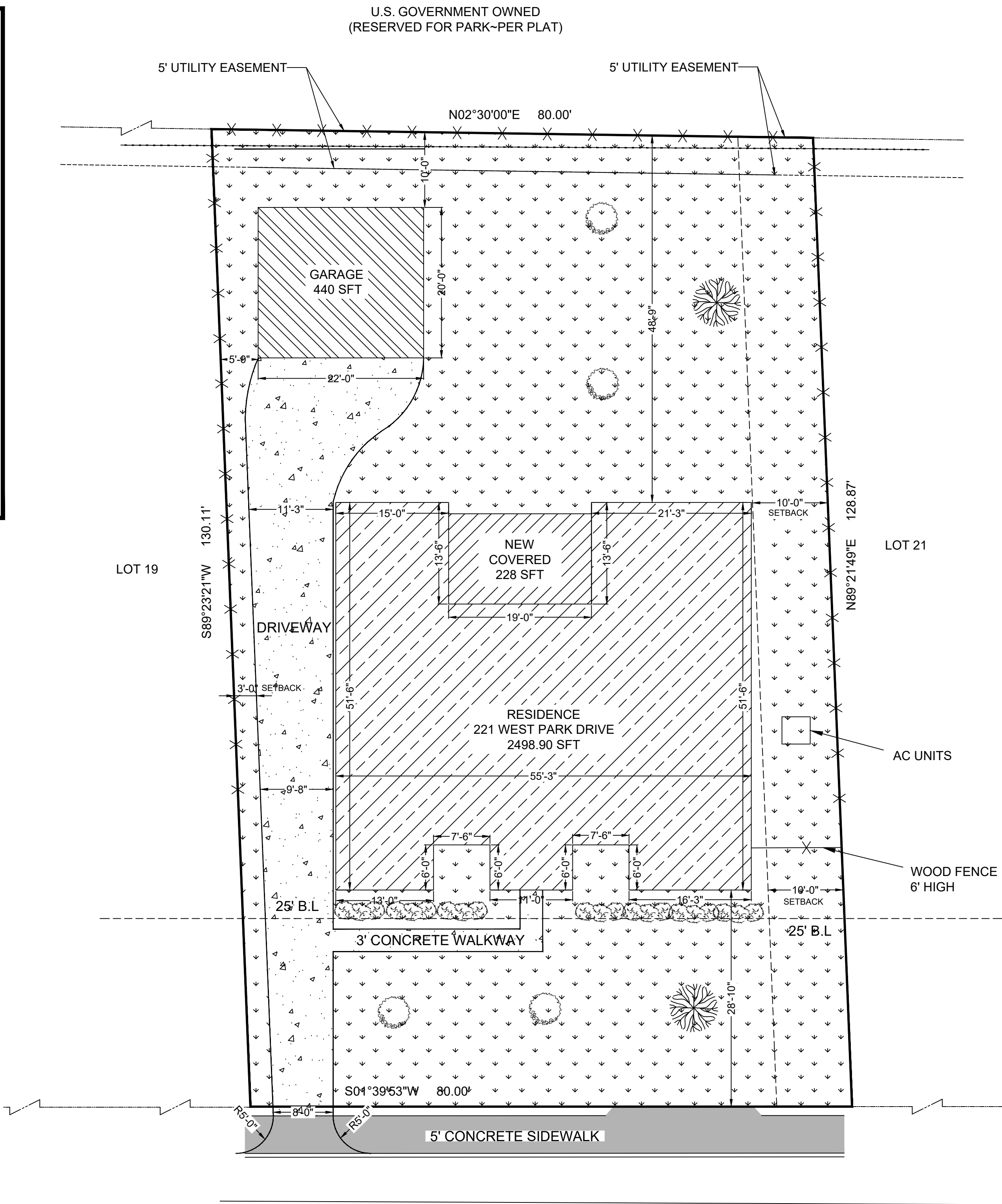
OWNER NAME: SAM SESAY
ADDRESS: 3209 HORIZONS DR, LITTLE ELM, TX 75068
PHONE NUMBER: 240-475-8088
EMAIL: ssesay@gmail.com

ENGINEER INFORMATION:

ENGINEER'S NAME: MD BADRUZZAMAN, PE, PMP
EXPLICIT ENGINEERING DESIGN & ANALYSIS SOLUTIONS (EEDAS) PLLC
ADDRESS: 521 PILOT HILL DR, MORRISVILLE, NC 27560
PHONE NUMBER: (973) 641-1885
EMAIL: MBADRUZZAMAN@EEDAS-USA.COM

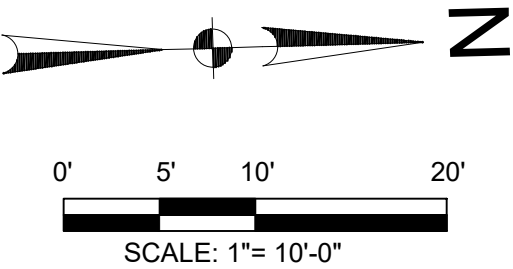
SITE DATA TABLE

ZONE NAME	SINGLE FAMILY
ZONE TYPE	RESIDENTIAL SINGLE FAMILY
ZONE CODE	A2
LOT AREA	10,429 SFT
BUILDING AREA	2498.90 FT
DWELLING UNIT	1
BUILDING HEIGHT	20'-11 3/16"
FLOOR AREA RATIO	0.24
MAXIMUM LOT COVERAGE PERCENTAGE	60%
PROVIDED LOT COVERAGE PERCENTAGE	30%
MAXIMUM FLATWORK PAVING PERCENTAGE	20%
PROVIDED FLATWORK PAVING PERCENTAGE	12%
REQUIRED PARKING	2
PROVIDED PARKING	2
REQUIRED LANDSCAPE	15%
PROVIDED LANDSCAPE	58%



WEST PARK DRIVE
(40' ROW)

SITE LAYOUT PLAN
SCALE: 1"=10'-0"



LEGEND:

- GARAGE
- NEW COVERED
- RESIDENCE
- GRASS/LANDSCAPE AREA
- SIDEWALK
- PAVEMENT CONCRETE
- WOOD FENCE (6' HIGH)
- SHRUBS
- SMALL TREE
- BIG TREE

PROPOSED DEVELOPMENT: 221 W PARK DEVELOPMENT
SUBDIVISION NAME: FRISCO PARK ESTATES
LOT: 20 BLOCK: 3, GROSS ACREAGE: 0.24 ACRE
DATE OF PREPARATION: 06/18/2024

MODEL
KRISTINA SESAY

DRAWING TITLE:

SITE LAYOUT PLAN

SHEET NO.

SITE

1" = 10'

DRAWN BY:
DATE: 06/18/2024

EXHIBIT B

Development Plans



MATERIAL	
OWENS CORNING CHARCOAL 30-YEAR SHINGLES	CHARCOAL
BARNBATTIN SIDING	WHITE
AUSTIN CHOP STONE	WHITE SAND
EXTERIOR PAINT	ALABASTER
WINDOW TRIM	TRICORN BLACK
STAIN	EARLY AMERICAN
EXTERIOR PAINT	ALABASTER

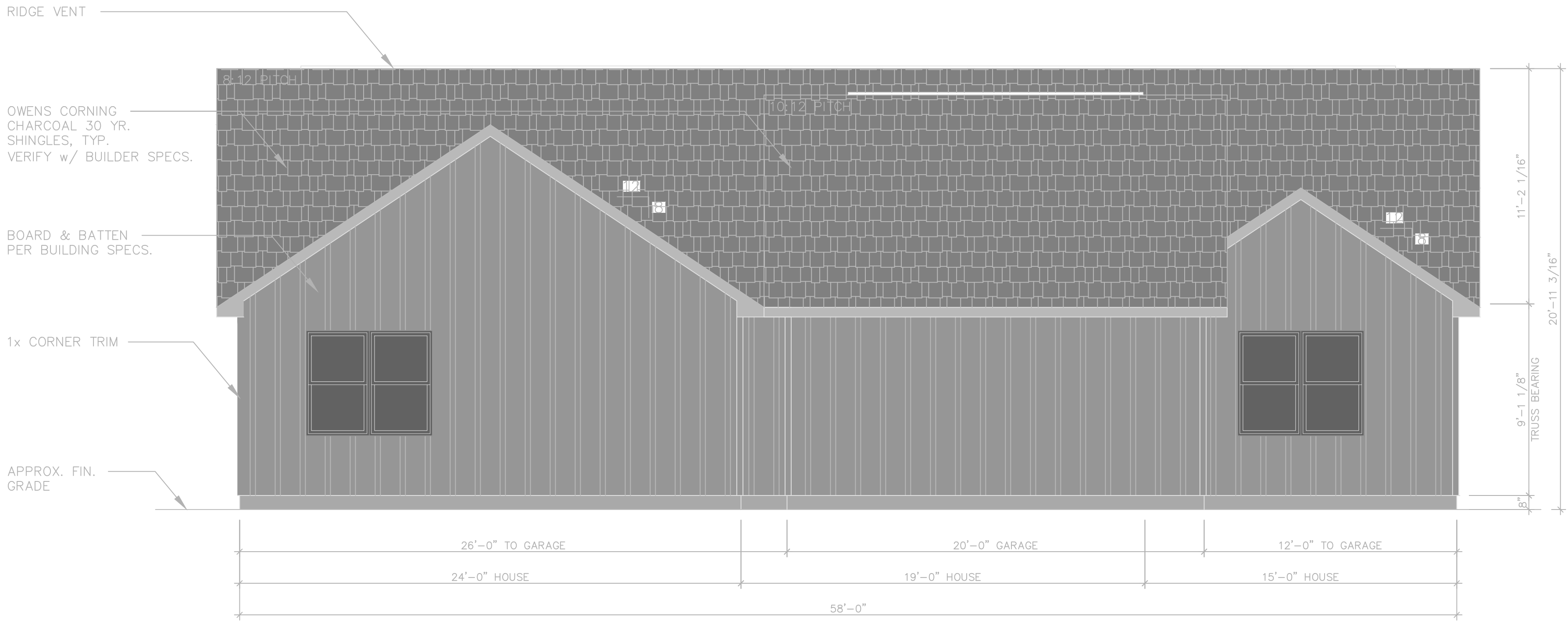
MATERIAL CALCULATION — HOUSE								
SYMBOL	NORTH ELEVATION		SOUTH ELEVATION		WEST ELEVATION		EAST ELEVATION	
	S.F.	%	S.F.	%	S.F.	%	S.F.	%
1	168	24	283	30	519	44	500	39
2	600	76	650	70	636	56	600	46
3							192	15

MATERIAL CALCULATION — GARAGE								
SYMBOL	NORTH ELEVATION		SOUTH ELEVATION		WEST ELEVATION		EAST ELEVATION	
	S.F.	%	S.F.	%	S.F.	%	S.F.	%
1					222	55	222	55
2	194	61	312	97	179	45	163	41
3								



FRONT ELEVATION

1/4" = 1'-0"



REAR ELEVATION

1/4" = 1'-0"

MODEL
KRISTINA SESAY

DRAWING TITLE:
FRONT & REAR
ELEVATION

SHEET NO.

A-1

DRAWN BY: WSH

DATE: 2/26/2024

1/4" = 1'-0"



LEFT SIDE ELEVATION

1/4" = 1'-0"

MATERIAL	
OWENS CORNING CHARCOAL 30-YEAR SHINGLES	CHARCOAL
BARNBATTIN SIDING	WHITE
AUSTIN CHOP STONE	WHITE SAND
EXTERIOR PAINT	ALABASTER
WINDOW TRIM	TRICORN BLACK
STAIN	EARLY AMERICAN
EXTERIOR PAINT	ALABASTER

MATERIAL CALCULATION — HOUSE								
SYMBOL	NORTH ELEVATION		SOUTH ELEVATION		WEST ELEVATION		EAST ELEVATION	
	S.F.	%	S.F.	%	S.F.	%	S.F.	%
1	168	24	283	30	519	44	500	39
2	600	76	650	70	636	56	600	46
3							192	15

MATERIAL CALCULATION — GARAGE								
SYMBOL	NORTH ELEVATION		SOUTH ELEVATION		WEST ELEVATION		EAST ELEVATION	
	S.F.	%	S.F.	%	S.F.	%	S.F.	%
1					222	55	222	55
2	194	61	312	97	179	45	163	41
3								



GARAGE DOOR
CLOPAY BRIDGEPORT STEEL, BLACK



PAINT
SW 7008 ALABASTER



WINDOW TRIM PAINT
SW 6258 TRICORN BLACK



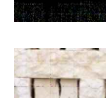
TRIM/ CABLE STAIN
VARATHANE EARLY AMERICAN



SIDING
CERTAINTEED BOARD AND BATTEN, CYPRESS



SHINGLES
GAF TIMBERLINE CHARCOAL



STONE
AUSTIN LIMESTONE NICOTINE



RIGHT SIDE ELEVATION

1/4" = 1'-0"

MODEL
KRISTINA SESAY

DRAWING TITLE:
SIDE ELEVATIONS

SHEET NO.

A-2

DRAWN BY: WSH

DATE: 2/26/2024

1/4" = 1'-0"

FOR DESIGN REFERENCE ONLY. LAYOUT PER SITE PLAN.



FOR DESIGN REFERENCE ONLY. LAYOUT PER SITE PLAN.



FOR DESIGN REFERENCE ONLY. LAYOUT PER SITE PLAN.



FOR DESIGN REFERENCE ONLY. LAYOUT PER SITE PLAN.

