



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

Tuesday, July 15, 2025

6:00 PM

Little Elm Town Hall

100 W Eldorado Parkway, Little Elm, TX 75068

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 - C. Items to be Withdrawn from Consent Agenda.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

F. **Presentation of Monthly Updates.**

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

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

3. **Presentations.**

A. Present a **Recognition to Volunteers from Brew & Que.**

4. **Public Comments**

Persons may address the Town Council on any issue for up to three (3) minutes. This is the appropriate time for citizens to address the Council on any concern whether on this agenda or not. In accordance with the State of Texas Open Meeting Act, the council may not comment or deliberate such statements during this period, except as authorized by Section 551.007, Texas Government Code.

5. **Consent Agenda**

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

A. Consider Action to Approve the **Minutes from the July 1, 2025, Town Council Meeting.**

B. Consider Action to Approve **Resolution No. 0715202501 Suspending the July 31, 2025, Effective Date of Oncor Electric Delivery Company's Requested Rate Change to Permit the Town Time to Study the Request and to Establish Reasonable Rates; Approving Cooperation with the Steering Committee of Cities Served by Oncor to Hire Legal and Consulting Services and to Negotiate with the Company and Direct any Necessary Litigation and Appeals; Finding that the Meeting at which this Resolution is Passed is Open to the Public as Required by Law; Requiring Notice of this Resolution to the Company and Legal Counsel for the Steering Committee.**

- C. Consider Action to Approve **Resolution No. 0715202502 Establishing a Public Hearing Date to Consider Approval of Updated Land Use Assumptions, Capital Improvement Plans, and Impact Fees for Water, Wastewater, and Roadways; and Providing an Effective Date.**
- D. Consider Action to Approve a **Development Agreement between the Town of Little Elm and Landmark Heights LLC and Universal Heights LLC, regarding the Removal of Trees on Approximately Ten (10) Acres of Land near the intersection of Eldorado Parkway and Dickson Lane.**
- E. Consider Action to Approve a **Purchase Agreement with Consolidated Traffic Controls, Inc., for the Purchase of Emergency Flashers for the Little Elm Public Safety Annex Project in an amount not to exceed \$67,000.**
- F. Consider Action to Approve a **Waiver of Fees for the Rock the Dock 1K and 5K Run.**
- G. Consider Action to Approve a **Performance Agreement between Little Elm Economic Development Corporation and Mudbugs Bar & Grill, LLC.**
- H. Consider Action to Approve a **Ground Lease Purchase Agreement between Little Elm Economic Development and Play With Your Food, LLC.**

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

- Section 551.071 for private consultation with the Town Attorney 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 personnel 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.

7. **Reconvene into Open Session**

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

- Section 551.071 for private consultation with the Town Attorney to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential

communication with the Town Council.

- Section 551.072 to discuss certain matters regarding real property.
- Section 551.074 of the Texas Government Code to discuss and deliberate personal matters to evaluate performance duties, of a public officer or employee(s).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

8. **Adjourn.**

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

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

Respectfully,

Town Secretary

This is to certify that the above notice was posted on the Town's website this 10th day of July 2025 before 5:00 p.m.



Date: 07/15/2025
Agenda Item #: 1. A.
Department: Community Services
Strategic Goal: Provide a safe and welcoming environment for Little Elm residents and visitors
Staff Contact: Drew Bailey, Director of Tourism & Communications

AGENDA ITEM:

Present and Discuss a **Recap of Red, White, and Beach.**

DESCRIPTION:

Town staff will provide a recap of the Town's Red, White, and Beach event held on July 4.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.



Date: 07/15/2025
Agenda Item #: 3. A.
Department: Administrative Services
Strategic Goal: Ensure strong relationship within the community and region
Staff Contact: Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Present a **Recognition to Volunteers from Brew & Que.**

DESCRIPTION:

Mayor Cornelious will recognize individuals who volunteered at Brew & Que.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.



Date: 07/15/2025
Agenda Item #: 5. A.
Department: Administrative Services
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Consider Action to Approve the **Minutes from the July 1, 2025, Town Council Meeting.**

DESCRIPTION:

The minutes from the July 1, 2025, Town Council meeting are attached for approval.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Minutes - July 1, 2025

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

REGULAR TOWN COUNCIL MEETING
TUESDAY JULY 1, 2025 - 6:00 p.m.

Present: Mayor Curtis J. Cornelious; Council Member Jamell T. Johnson; Mayor Pro Tem Tony Singh; Deputy Mayor Pro Tem Andrew Evans; Council Member Michel Hambrick; Council Member Ken Eaken; Council Member Idalia Maria Amaya

Staff Caitlan Biggs, Director of Administrative Services/Town Secretary;
Present: Jennette Espinosa, Executive Director; Joe Florentino, Assistant Town Manager; Matt Mueller, Town Manager; Chad Hyde, Assistant Town Manager; Doug Peach, Deputy Town Manager; Jason Shroyer, Director of Public Works; Paul Rust, Fire Chief; Robert Brown, Town Attorney; Rodney Harrison, Police Chief; Shea Rodgers, Chief Information Officer; Sherelle Evans-Jones, Finance Director; Wesley Brandon, Director of Development Services

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 **Special Event Recaps and an Overview of Upcoming Events.**

Director of Tourism & Communications Drew Bailey gave an overview of the item in the attached presentation.

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

A. Invocation.

Council Member Jamell Johnson gave the invocation.

B. Pledge to Flags.

C. Items to be Withdrawn from Consent Agenda.

None.

D. Emergency Items if Posted.

None.

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

None.

F. **Presentation of Monthly Updates.**

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

Director of Tourism and Communications Drew Bailey introduced Dustin Dauzat, Special Events Manager.

Assistant Town Manager Joe Florentino gave an update on the Fire Station 4 building.

Director of Development Services gave an update on the FM2931 connector.

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

None.

3. **Presentations.**

- A. Present a **Recognition to Volunteers from Brew & Que.**

This item was pushed to the July 15, 2025, council meeting.

- B. Present a **Proclamation Declaring July 4th - July 5th, 2025 as Western GQ Weekend.**

The Mayor presented the proclamation.

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 Michel Hambrick, 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 17, 2025, Town Council Meeting.**
- B. Consider Action to Approve **Authority for Professional Services from Kreative Core Technologies for ERP Implementation Support Services in the estimated amount of \$75,000.**

6. **Regular Items.**

- A. Continue A Public Hearing, Present, Discuss, And Consider Action On **Ordinance No. 1808 Regarding A Request To Rezone Approximately 33.664 Acres Of Land, Currently Zoned As Light Commercial (LC) District Or Single Family (A1) (SF-A1) District, Generally Located At The Intersection Of West Eldorado Parkway And Oak Grove Parkway, Within Little Elm's Town Limits, In Order To Establish A New Planned Development District Based Primarily On Light Commercial (LC) District Standards, With A Portion Of The Land South Of Eldorado Parkway Based On Townhome (TH) District, With Modified Development Standards, In Order To Allow For A New Townhome Development.**

- Continue Public Hearing: Opened on June 17, 2025, at 6:29 p.m.
- Receive Public Comments:
- Close Public Hearing:
- Take Action on Ordinance No. 1808:

Assistant Director of Planning Olga Chernomorets gave an overview of the item in the attached presentation. The applicant gave a presentation on the proposed development.

- Continue Public Hearing: Opened on June 17, 2025, at 6:29 p.m.
- Receive Public Comments:
 - Joseph Gold, 1506 Highland Circle, Little Elm, TX 75068, spoke in opposition of the item
 - Steven Walker, 206 Highland Circle, Little Elm, TX 75068, spoke in opposition of the item
 - Frank Tomasheski, 200 Highland Circle, Little Elm, TX 75068, spoke in opposition of the item
 - Richard Wright, 1609 Highland Circle, Little Elm, TX 75068, spoke in opposition of the item
- Close Public Hearing: 7:49 p.m.

Motion by Council Member Michel Hambrick, seconded by Council Member Jamell T. Johnson ***to approve Ordinance No. 1808 with the considerations brought forward at the meeting and staff conditions.***

Vote: 7 - 0 - Unanimously

- B. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Garza Lane, LTD and Greenway-Little Elm, LP.**

Motion by Deputy Mayor Pro Tem Andrew Evans, seconded by Council Member Ken Eaken ***to approve the Development Agreement with the condition that additional language be added regarding short term rentals.***

Vote: 7 - 0 - Unanimously

- C. Hold A Public Hearing, Present, Discuss, And Consider Action On **Ordinance No. 1810 Regarding A Request For A Specific Use Permit (SUP) For A 5,142 Square Foot Banquet Hall, Generally Located At 1630 FM 423, Currently Zoned Planned Development With A Light Commercial Base Through Ordinance No. 1509, In Order To Allow For The Use And Operation Of Banquet Hall.**

- **Public Hearing:**
- **Receive Public Comments:**
- **Close Public Hearing:**
- **Take Action on Ordinance No. 1810:**

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

- **Public Hearing: 7:53 p.m.**
- **Receive Public Comments: None**
- **Close Public Hearing: 7:54 p.m.**

Motion by Council Member Ken Eaken, seconded by Council Member Jamell T. Johnson ***to approve Ordinance No. 1810.***

Vote: 7 - 0 - Unanimously

- D. Hold A Public Hearing, Present, Discuss, And Consider Action On **Ordinance No. 1811 Regarding A Request For A Specific Use Permit (SUP) For A 1,508 Square Foot Banquet Hall Use, Generally Located 1000 West Eldorado Parkway, Currently Zoned Planned Development With A Light Commercial Base Through Ordinance No. 1538, In Order To Allow For The Use And Operation Of Banquet Hall.**

- **Public Hearing:**
- **Receive Public Comments:**
- **Close Public Hearing:**
- **Take Action on Ordinance No. 1811:**

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

- **Public Hearing: 8:02 p.m.**
- **Receive Public Comments: None**
- **Close Public Hearing: 8:03 p.m.**

Motion by Council Member Ken Eaken, seconded by Council Member Michel Hambrick ***to approve Ordinance No. 1811 with both conditions proposed by the P&Z Commission but adjusting operating hours from 9AM - 12:15AM.***

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 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 personnel 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 entered into Executive Session at 8:05 p.m.

8. Reconvene into Open Session

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

- Section 551.071 for private consultation with the Town Attorney 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 personnel 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 8:38 p.m. No action was taken.

9. **Adjourn.**

Meeting was adjourned at 8:38 p.m.

Respectfully,

Caitlan Biggs
Town Secretary

Passed and Approved this 15th day of July 2025.



Date: 07/15/2025
Agenda Item #: 5. B.
Department: Administrative Services
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Doug Peach, Deputy Town Manager

AGENDA ITEM:

Consider Action to Approve **Resolution No. 0715202501 Suspending the July 31, 2025, Effective Date of Oncor Electric Delivery Company's Requested Rate Change to Permit the Town Time to Study the Request and to Establish Reasonable Rates; Approving Cooperation with the Steering Committee of Cities Served by Oncor to Hire Legal and Consulting Services and to Negotiate with the Company and Direct any Necessary Litigation and Appeals; Finding that the Meeting at which this Resolution is Passed is Open to the Public as Required by Law; Requiring Notice of this Resolution to the Company and Legal Counsel for the Steering Committee.**

DESCRIPTION:

PURPOSE

Oncor Electric Delivery Company ("Oncor" or "the Company") filed an application on or about June 26, 2025, with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about \$834 million or approximately 13% over present revenues. The Company asks the City to approve a 12.3% increase in residential rates and a 51.0% increase in street lighting rates. If approved, an average residential customer would see a bill increase of about \$7.90 per month.

The resolution suspends the July 31, 2025, effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with the Steering Committee of Cities Served by Oncor, to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. **If the City fails to take some action regarding the filing before the effective date, Oncor's rate request is deemed administratively approved.**

DISCUSSION

The Town of Little Elm is a member of a 170-city coalition known as the Steering Committee of Cities Served by Oncor ("Steering Committee"). The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s when cities served by the former TXU gave up their statutory right to rate case expense reimbursement in exchange for higher franchise fee payments. Empowered by city resolutions and funded by *per capita* assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters for the last 30 years.

Although Oncor has increased rates many times over the past few years, this is the first comprehensive base rate case for the Company since May 2022.

Explanation of "Be It Resolved" Paragraphs:

Section 1. The Town is authorized to suspend the rate change for 90 days after the date that the rate change would otherwise be effective for any legitimate purpose. Time to study and investigate the application is always a legitimate purpose. Please note that the resolution refers to the suspension period as "the maximum period allowed by law" rather than ending by a specific date. This is because the Company controls the effective date and can extend the deadline for final town action to increase the time that the Town retains jurisdiction if necessary to reach settlement on the case. If the suspension period is not otherwise extended by the Company, the Town must take final action on Oncor's request to raise rates by July 31, 2025.

Section 2. This provision authorizes the Steering Committee, consistent with the Town's resolution approving membership in the Steering Committee, to act on behalf of the Town at the local level in settlement discussions, in preparation of a rate ordinance, on appeal of the rate ordinance to the PUC, and on appeal to the Courts. Negotiating clout and efficiency are enhanced by the Town cooperating with the Steering Committee in a common review and common purpose. Additionally, rate case expenses are minimized when the Steering Committee hires one set of attorneys and experts who work under the guidance and control of the Executive Committee of the Steering Committee.

Section 3. The Company will reimburse the Steering Committee for its reasonable rate case expenses. Legal counsel and consultants approved by the Executive Committee of the Steering Committee will submit monthly invoices that will be forwarded to Oncor for reimbursement. No individual city incurs liability for payment of rate case expenses by adopting a suspension resolution.

Section 4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.

Section 5. This section provides that both Oncor and Steering Committee counsel will be notified of the Town's action by sending a copy of the approved and signed resolution to certain designated individuals.

BUDGET IMPACT:

There is no budget impact to this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Resolution No. 0715202501

RESOLUTION NO. 0715202501

**RESOLUTION OF THE TOWN OF LITTLE ELM
SUSPENDING THE JULY 31, 2025 EFFECTIVE DATE OF
ONCOR ELECTRIC DELIVERY COMPANY'S
REQUESTED RATE CHANGE TO PERMIT THE TOWN
TIME TO STUDY THE REQUEST AND TO ESTABLISH
REASONABLE RATES; APPROVING COOPERATION
WITH THE STEERING COMMITTEE OF CITIES SERVED
BY ONCOR TO HIRE LEGAL AND CONSULTING
SERVICES AND TO NEGOTIATE WITH THE COMPANY
AND DIRECT ANY NECESSARY LITIGATION AND
APPEALS; FINDING THAT THE MEETING AT WHICH
THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC
AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS
RESOLUTION TO THE COMPANY AND LEGAL
COUNSEL FOR THE STEERING COMMITTEE**

WHEREAS, on or about June 26, 2025, Oncor Electric Delivery Company (Oncor), pursuant to PURA §§ 33.001 and 36.001 filed with the Town of Little Elm a Statement of Intent to increase electric transmission and distribution rates in all municipalities exercising original jurisdiction within its service area effective July 31, 2025; and

WHEREAS, the Town of Little Elm is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee") and will cooperate with the 170 similarly situated city members and other city participants in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company prior to getting reasonable rates and direct any necessary litigation; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking proceedings are to be reimbursed by the regulated utility.

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

1. That the July 31, 2025 effective date of the rate request submitted by Oncor on or about June 26, 2025, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

2. As indicated in the Town's resolution approving membership in the Steering Committee, the Executive Committee of Steering Committee is authorized to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations regarding reasonable rates, and to intervene and direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the Town or Public Utility Commission.

3. That the Town's reasonable rate case expenses shall be reimbursed by Oncor.

4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

5. A copy of this Resolution shall be sent to Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED this the 15th day of July, 2025.

Curtis J. Cornelious
Mayor, Town of Little Elm

ATTEST:

Caitlan Biggs, Town Secretary



Date: 07/15/2025
Agenda Item #: 5. C.
Department: Development Services
Strategic Goal: Ensure excellence in public services while keeping up with the growth in the community
Staff Contact: Wesley Brandon, Director of Development Services

AGENDA ITEM:

Consider Action to Approve **Resolution No. 0715202502 Establishing a Public Hearing Date to Consider Approval of Updated Land Use Assumptions, Capital Improvement Plans, and Impact Fees for Water, Wastewater, and Roadways; and Providing an Effective Date.**

DESCRIPTION:

Chapter 395 of Texas Local Government Code empowers local governments to enact or impose impact fees on land within their corporate boundaries or extraterritorial jurisdictions to pay the costs of constructing capital improvements or facility expansions. The Town originally adopted impact fees in September 1994. The last updated Impact Fee Rate update occurred in 2017.

The Town of Little Elm hired Freese & Nichols to complete an impact fee analysis based on past, existing, and future construction needs for the Town in conjunction with the Comprehensive Plan. This analysis is nearing completion, and a change in the impact fee schedule has been proposed.

Chapter 395 of Texas Local Government Code also states that a local government must adopt an order, ordinance, or resolution establishing a public hearing date to consider the land use assumptions and capital improvements plan for the designated service areas. The attached resolution sets the proposed date of the public hearing for August 19, 2025.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

**TOWN OF LITTLE ELM, TEXAS
RESOLUTION NO. 0715202502**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS ESTABLISHING A PUBLIC HEARING DATE TO CONSIDER APPROVAL OF UPDATED LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENT PLANS AND IMPACT FEES FOR WATER, WASTEWATER AND ROADWAYS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of Little Elm has authorized an impact fee study to determine whether to adopt updated land use assumptions, capital improvements plans, and impact fees for water, wastewater and roadways in accordance with Tex. Loc. Gov't Code Chapter 395; and

WHEREAS, Chapter 395 requires the Town Council to set a public hearing to consider whether to adopt updated land use assumptions, capital improvements plans and impact fees for water, wastewater and roadways;

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

SECTION 1. That the above recitals are found to be true and correct and they are incorporated herein as findings of the Town Council for all purposes.

SECTION 2. That a public hearing of the Town Council shall be held on **August 19, 2025** at 6:00 p.m. at Town Hall 100 W Eldorado Pkwy, Little Elm, TX 75068 for the purpose of considering amendments to the land use assumptions, capital improvements plans and impact fees for water, wastewater and roadways.

SECTION 3. That notice of the hearing shall be published in one or more newspapers of general circulation in Denton County, before the 30th day before the date set for the hearing.

SECTION 4. That this Resolution shall take effect immediately upon execution by the Mayor.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, this the 15th day of July, 2025.

APPROVED:

CURTIS J. CORNELIOUS, MAYOR

ATTEST:

CAITLAN BIGGS, TOWN SECRETARY



Date: 07/15/2025
Agenda Item #: 5. D.
Department: Development Services
Strategic Goal: Ensure excellence in public services while keeping up with the growth in the community
Staff Contact: Wesley Brandon, Director of Development Services

AGENDA ITEM:

Consider Action to Approve a **Development Agreement between the Town of Little Elm and Landmark Heights LLC and Universal Heights LLC, regarding the Removal of Trees on Approximately Ten (10) Acres of Land near the intersection of Eldorado Parkway and Dickson Lane.**

DESCRIPTION:

In late November 2023, Town staff noticed a large scale, indiscriminate tree clearing operation at 4410 Dickson Road without the required permits. A stop work order was issued to the tree clearing company, and the property owners were contacted to address erosion control measures on the property and develop a plan to mitigate the tree removal in accordance with Section 106.06.22 of Town's Code of Ordinances. The size of the property is approximately 5 acres, with 4.22 acres of trees removed. The property owners received 32 citations for the unauthorized tree clearing.

Since that time, the property owners have addressed the citations through the Town of Little Elm Municipal Court. In addition to the citations, tree mitigation fees are payable according to Section 106.06.22 and calculated based on the size and species of each tree that was removed.

The property owners have proposed a development agreement that requires the payment of fees in conjunction with the development of approximately 10 acres of land near the intersection of Eldorado Pkwy and Dickson Lane. This development area has been expanded from the originally proposed five acres and is planned to include both single-family residential (approximately 42 lots) and commercial uses.

The proposed development agreement requires an up-front payment of \$125,000, as well as incremental payments of \$5,000 for each residential lot and \$15,000 for the commercial development. The incremental fees would be due before a building permit is issued. The agreement also establishes a maximum fee of \$350,000, which must be paid in full by December 31, 2028, regardless of the extent of development completed by that date. These terms are based on prior discussions with Town Council and reflect the direction provided to Town staff at that time. Staff is requesting approval to execute the agreement and make any minor revisions required prior to its

execution by the Town Manager.

BUDGET IMPACT:

There is no funding obligation related to this agreement. The developer will be required to pay the sum of \$350,000 to the Town.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Proposed Development Agreement

DEVELOPMENT AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This Development Agreement (“**Agreement**”) is entered into between Landmark Heights LLC and Universal Heights LLC (collectively, the “**Developer**”), whose address for purposes of this Agreement is 208 Vatican Hill Drive, Little Elm, Texas 75068 and the Town of Little Elm, Texas (“**Town**”), whose address for purposes of this Agreement is 100 W. Eldorado Parkway, Little Elm, TX 75068. Developer and the Town are sometimes referred herein together as the “**Parties**” and individually as a “**Party**.”

Recitals:

1. Developer is the owner of approximately 10 acres of land located in the Humes Addition to the Town of Little Elm and the J.O. Dickson Tract, Abstract 338, all 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:

1. Developer will pay Town a one-time, upfront payment of \$125,000 within thirty (30) days of the completed execution of this Agreement.
2. Developer, or its assigns, will pay Town a one-time payment of \$5,000 per residential lot, payable to Town prior to receiving a building permit for such lot, which permit will not be unreasonably withheld or delayed.
3. Developer, or its assigns, will pay Town a one-time payment of \$15,000 attributable to the commercial lot, payable to Town prior to receiving a building

permit for the commercial lot, which permit will not be unreasonably withheld or delayed.

4. There shall be no definite timeline for construction on any of the residential or commercial lots, Developer agreeing instead to use reasonable diligence in beginning construction on each respective lot. In no instance shall Developer be required to begin, continue, or complete construction that would result in, at a minimum, Developer being unable to recover its investment, including but not limited to, pre-construction soft costs and construction materials and labor costs.
5. All development must make every reasonable attempt to mitigate the loss of existing trees. Development will be designed to either accommodate the location of existing trees or provide for the relocation of existing trees to other portions of the Property and in all respects will be subject to the Town of Little Elm tree mitigation ordinance.
6. On or before December 31, 2028, Developer agrees to pay the difference between \$350,000.00 and the sum total of payments previously paid to Town in connection with this Agreement.
7. The above-referenced fees shall be in addition to all other applicable fees and charges as described in the Town's Code of Ordinances and in effect at the time of development.

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 start of construction on a particular lot 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, if all obligations are met with respect to individual development lots, 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. Upon request, the Parties agree to execute a partial release of this Agreement on any such 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 Developer 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. No Israel Boycott Provision. In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this contract on behalf of Developer verifies by Developer's signature

on this Agreement that the company does not boycott Israel and will not boycott Israel during the term of this contract

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

**LANDMARK HEIGHTS LLC,
a Texas limited liability company**

By: _____
Matt Mueller
Town Manager

**UNIVERSAL HEIGHTS LLC, a Texas
limited liability company**

Date: _____

By: _____

ATTEST:

Date: _____

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: _____

EXHIBIT A
Property Description





Date: 07/15/2025
Agenda Item #: 5. E.
Department: Development Services
Strategic Goal: Ensure excellence in public services while keeping up with the growth in the community
Staff Contact: Wesley Brandon, Director of Development Services

AGENDA ITEM:

Consider Action to Approve a **Purchase Agreement with Consolidated Traffic Controls, Inc., for the Purchase of Emergency Flashers for the Little Elm Public Safety Annex Project in an amount not to exceed \$67,000.**

DESCRIPTION:

The Public Safety Annex Project is located near the intersection of FM 720 (Oak Grove Pkwy) and Ryan Spiritas Pkwy. The project includes the construction of an approximately 15,500 square-foot joint-use facility utilized by the police and fire departments. The building will serve as Fire Station #4, as well as a police sub-station. This project will improve the Town's ability to provide public safety services to the northern areas of Little Elm.

Consolidated Traffic Controls has submitted a quote to install emergency flashers along Ryan Spiritas Pkwy. The purpose of these flashers is to reduce response times by prompting passing vehicles to stop and allow for the safe egress of emergency vehicles. The quote is submitted under a cooperative purchasing agreement through HGAC and satisfies the Town of Little Elm's procurement policies.

BUDGET IMPACT:

Funding for the project is allocated within the capital improvement program budget.


\$	60,325	Quote Amount
\$	6,675	Contingency
\$	67,000	Total Funding Request

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Proposed Quote

		CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases		Contract No.:	PE-05-21	Date Prepared:	6/17/2025
<i>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.</i>							
Buying Agency:		Little Elm		Contractor:		Consolidated Traffic Controls, Inc.	
Contact Person:		Wesley Brandon		Prepared By:		Bobby Hale	
Phone:		214-975-0489		Phone:		800-448-8841	
Fax:				Fax:		800-448-8850	
Email:		wbrandon@littleelm.org		Email:		Bobby.Hale@ctc-traffic.com	
Catalog / Price Sheet Name:		Traffic Control, Enforcement & Signal Preemption Equipment					
General Description of Product:		Traffic Control Equipment					
A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary CTC to install anchors in Dirt, Contractor will our concrete back.							
Line Number	Quan	Description				Unit Pr	Total
102	5	PNS10-Cab Black Powder Coat Cabinet, Hardware & Mounting Bracket Black				\$ 142.00	\$ 710.00
366	1	RTC Fire Station Warning Systems				\$ -	\$ -
367	1	Includes Cabinet, Push to Activate Sign, Fire Station Text and Truck Icon Sign, 50W Solar Panel and 53 Ah Batt				\$ -	\$ -
368	1	Add Poles, Pole Anchors, Signal Heads, Other Signs, LED's or RRFB's if Required				\$ -	\$ -
373	1	PNS10-600001RT Radio Activated Transmission and Opticom© Receiving (Does not include GTT Opticom pha				\$ 3,322.00	\$ 3,322.00
375	4	PNS10-600002R DC Fire Station Receiving Cabinet From Facility or Remote (50 Watt Solar Panel and 53 AH Ba				\$ 3,094.00	\$ 12,376.00
380	5	PNS10-POLE15BLKASSY Black 15' 4.5" Spun Aluminum Pole, Base and Collar and Anchor Bolts				\$ 1,073.00	\$ 5,365.00
381	-5	PNS10- If you want to use a Screw-In Anchor instead of Anchor Bolts select an Anchor				\$ 78.00	\$ (390.00)
382	5	PNS10-501312SA4 4" Anchor Pelco PB-5364 (CTC Purchase this Directly)				\$ 684.00	\$ 3,420.00
389	8	PNS10-SIGAB 12" Signal Heads Aluminum Black (1, 2 or 3 per flasher)				\$ 280.00	\$ 2,240.00
393	8	PNS10-502463 12" Amber DC 5 Watt LED IL (RTC Standard) (1, 2 or 3 per flasher)				\$ 68.00	\$ 544.00
396	5	PNS10-SUB100W Substitute 100 Watt for 50 Watt Solar Panel				\$ 293.00	\$ 1,465.00
803	1	110610-MM Model 764 Multimode Phase Selector				\$ 3,145.00	\$ 3,145.00
805	1	110258 Model 721 Detector				\$ 687.00	\$ 687.00
882	1	201011 3/4" Narrow Hub (IR)				\$ 21.00	\$ 21.00
3081	60	CTCINSTALL On Site Time One Man and Pickup Truck (2 Hr minimum including drive time)				\$ 180.00	\$ 10,800.00
3082	60	CTCINSTALL Second Man (Include Both Drive and On Site time)				\$ 180.00	\$ 10,800.00
3084	60	CTCINSTALLBUC Bucket Truck Upcharge (Include Both Drive and On Site Time)				\$ 75.00	\$ 4,500.00
3091	4	CTCINSTALL Mobilization Charge Per Hour (includes Site Survey and Line Locates)				\$ 180.00	\$ 720.00
Total From Other Sheets, If Any:							
Subtotal A:							\$ 59,725.00
B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary (Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)							
	Quan	Description				Unit Pr	Total
	4	W11-8 36 X 36 HIP flourscent Yellow with brackets				\$ 150.00	\$ 600.00
							\$ -
							\$ -
							\$ -
Total From Other Sheets, If Any:							
Subtotal B:							\$ 600.00
Check: The total cost of Unpublished Options (Subtotal B) cannot exceed 25% of the total from Section A.							For this transaction the percentage is: 1%
C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges							
	Quan	Description				Unit Pr	Total
							\$ -
							\$ -
Subtotal C:							\$ -
Delivery Date: 30 to 45 Days ARO				D. Total Purchase Price (A+B+C): \$ 60,325.00			



Date: 07/15/2025
Agenda Item #: 5. F.
Department: Community Services
Strategic Goal: Provide a safe and welcoming environment for Little Elm residents and visitors
Staff Contact: Drew Bailey, Director of Tourism & Communications

AGENDA ITEM:

Consider Action to Approve a **Waiver of Fees for the Rock the Dock 1K and 5K Run.**

DESCRIPTION:

North Texas Rhythm Runners is requesting permission to host the "Rock the Dock" 1K and 5K Run on the Lakefront Trails behind Beard Park on Saturday, September 20, 2025, from 8:00 a.m. to 11:00 a.m., with setup beginning at 5:00 a.m. This community race event promotes health and fitness and expects between 250–500 attendees. The lead organizer, Jamell Johnson, has submitted the required event application and associated documents. They are formally requesting that the council waive all soft costs, totaling \$1,275, and instead pay only the hard costs of \$475 associated with park rental, paramedics, and health permits. Council consideration is requested for the fee waiver.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff requests direction from Town Council.



Date: 07/15/2025
Agenda Item #: 5. G.
Department: Administrative Services
Strategic Goal: Promote and expand Little Elm's identity
Staff Contact: Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Consider Action to Approve a **Performance Agreement between Little Elm Economic Development Corporation and Mudbugs Bar & Grill, LLC.**

DESCRIPTION:

The Performance Agreement between Little Elm Economic Development and Mudbugs Bar and Grill confirms the EDC's contribution to tenant finish out of a 4,811 square foot restaurant to be called Mudbugs Bar and Grill. Details are as follows:

- **Certificate of Occupancy:** November 30, 2025
- **Full-time equivalent employees:** 13
- **Maintain a Chamber Membership for the term of the Agreement:** Pontoon level or higher

BUDGET IMPACT:

The tenant finish-out for this project is **Twenty and No/100 Dollars (\$20.00)** per square foot for a total of **Ninety Six Thousand Two Hundred Twenty and No/100 Dollars (96,220).**

RECOMMENDED ACTION:

Staff recommends approval of the Performance Agreement as presented.



Date: 07/15/2025
Agenda Item #: 5. H.
Department: Administrative Services
Strategic Goal: Maximize community recreation and leisure activities
Staff Contact: Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Consider Action to Approve a **Ground Lease Purchase Agreement between Little Elm Economic Development and Play With Your Food, LLC.**

DESCRIPTION:

This Ground Lease Purchase Agreement between Little Elm Economic Development and Play With Your Food, LLC confirms the EDC's Fit-out contribution of a 34,864 square foot entertainment venue to be called Tinman Social. The Ground Lease Purchase Agreement also outlines the rent to be paid to the Little Elm Economic Development Corporation. Details are as follows:

- **Term of Agreement** - The term of the Agreement is **ten (10)** Lease Years with the option to extend the initial term for up to **two (2)** additional consecutive **five (5)** year periods.
- **Tenant's Option to Purchase** - At any time during the Term of this Agreement, Tenant may give written notice to Landlord that Tenant will purchase the Land and building from Landlord by written notice to Landlord. Landlord and Tenant shall cooperate to determine the purchase price.
- **Percentage Rent** - Tenant pay to Landlord **four and one-half (4.5%)** of Gross Sales of food and non-alcoholic beverages and games. Percentage Rent shall be calculated and paid on a monthly basis within 15 days after the end of each calendar month, with a reconciliation to be performed annually.
- **Fit-out Recoupment Contribution** - The amount of **\$2,000,000.00** provided by Landlord to Tenant for use in connection with designing, constructing, equipping, and furnishing the premises for its intended use.
- **Fit-out Recoupment Period** - Tenant shall pay to Landlord, on an annual basis, an amount equal to **sixty percent (60%)** of the Net Profits derived from Tenant's operations at the premises, and Tenant shall retain the remaining **forty percent (40%)** until the fit-out contribution has been repaid to the Landlord.
- **Post Fit-out Recoupment Period** - As of the expiration of the Recoupment Period, Tenant shall pay to Landlord, on an annual basis, an amount equal to **fifty percent (50%)** of the Net Profits derived from Tenant's operations at the premises, and Tenant shall retain the remaining **fifty percent (50%)**.
- **Minimum Payment Guarantee** - If during the Recoupment Period, Percentage Rent

paid during the lease year does not equal or exceed **\$300,000**, the Tenant shall pay to Landlord the shortfall between the Actual Annual Payment and **\$300,000** within sixty (60) days following the end of the applicable lease year.

BUDGET IMPACT:

The Fit-out Recoupment Contribution for this project is **\$2,000,000.00** and includes a Recoupment Period where the Tenant shall pay back the contribution on an annual basis.

RECOMMENDED ACTION:

Staff recommends approval of the Ground Lease Purchase Agreement.
